



MARYSVILLE

WASHINGTON

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

AGENDA

To listen to the meeting without providing public comment:

Join Zoom Meeting

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

Or

Dial toll-free US: 888 475 4499

Meeting ID: 862 4630 7568

Call to Order

Pledge of Allegiance

Roll Call

Approval of the Agenda

Discussion Items

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

1. February 6, 2023 City Council Work Session Minutes
[February 6, 2023 Work Session Minutes](#)
2. February 13, 2023 City Council Meeting Minutes
[February 13, 2023 Meeting Minutes](#)

Consent

3. February 10, 2023 Payroll in the Amount of \$1,803,805.67 Paid by EFT Transactions and Check Numbers 34467 through 34484
4. February 15, 2023 Claims in the Amount of \$669,954.16 Paid by EFT Transactions and Check Numbers 160895 through 161029 with Check Number 160460 Voided
[021523.rtf](#)
5. February 22, 2023 Claims in the Amount of \$1,946,295.85 Paid by EFT Transactions

and Check Numbers 161030 through 161185 with Check Number 158833 Voided
[022223.rtf](#)

6. February 24, 2023 Payroll in the Amount of \$1,729,696.46 Paid by EFT Transactions and Check Numbers 34488 through 34504
7. March 1, 2023 Claims in the Amount of \$4,564,485.81 Paid by EFT Transactions and Check Numbers 161186 through 161372
[030123.rtf](#)

Review Bids

8. Contract Award - Comeford Park Landscaping Project

Recommended Motion: I move to authorize the Mayor to award and execute the contract for the Comeford Park Landscaping Project to W Business Solutions LLC, dba Transblue, in the amount of \$142,093.74 including Washington State Sales Tax, and approve a management reserve of \$14,209.37 for a total allocation of \$156,303.11.

[Bid Tab-signed.pdf](#)

[Marysville Comeford Park Landscaping P2301-signed.pdf](#)

9. Contract Award - Cedarcrest Booster Pump Replacement

I move to authorize the Mayor to award and execute the contract for the Cedarcrest Booster Pump Replacement project to PumpTech, LLC in the amount of \$127,582.28 including Washington State Sales Tax and approve a management reserve of \$12,758.23 for a total allocation of \$140,340.51.

[_SPWContract - Cedarcrest Pump 2023 - Unexecuted.pdf](#)

Public Hearings

New Business

10. Project Acceptance for State Avenue Phase I Corridor Improvement Project (100th Street NE to 104th Street NE)

Recommended Motion: I move to authorize the Mayor to accept the State Avenue "Phase I" Corridor Improvement Project, starting the 60-day lien filing period for project closeout.

[Notice of Physical Completion.pdf](#)

11. Lease agreement with LINC NW

Recommended Motion: I move to authorize the Mayor to sign the lease agreement with LINC NW for office space at Jennings Memorial Park.

[Lease -- Linc NW 2.16.2023.docx](#)

12. An **Ordinance** amending the Temporary Sign Regulations

Recommended Motion: I move to adopt Ordinance No. _____.

[1 Memo CC 03-06-23 - Final.docx.pdf](#)

[2 Ordinance-Sign Code Amendments-CA22001.docx.pdf](#)

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

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

13. An **Ordinance** approving the Marysville 10 Degrees Rezone

Recommended Motion: I move to adopt Ordinance No. _____.

[Ordinance Marysville 10 Degrees Rezone with Exhibits](#)

[Staff Recommendation to Hearing Examiner Marysville 10 Degrees Rezone](#)

14. An **Ordinance** Reestablishing the Downtown Commercial zone and associated amendments

Recommended Motion: I move to adopt Ordinance No. ____.

[Memo and Exhibits Downtown Commercial Zone Reestablishment](#)

[Ordinance Downtown Commercial Zone Reestablishment](#)

15. 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

Recommended Motion: I move to adopt Ordinance No. _____.

[Budget Amendment Ordinance 3 06 23.docx](#)

16. An **Ordinance** to Amend Chapter 7.06 MMC in Regard to the Utilization of Compost Products in City-Funded Projects

Recommended Motion: I move to adopt Ordinance No. _____.

[Ordinance_Amend Chapter 7.06_Compost Utilization.docx](#)

[Public Works Procedure_Compost Procurement 20230201.docx](#)

17. A **Resolution** of the City of Marysville amending Resolution No. 2432 by shortening the time for repaying a \$1,445,500.00 interfund loan from the Solid Waste Management Fund 410 to the Parks Capital Improvement Fund 310, from thirty years to eight years.

Recommended Motion: I move to approve Resolution No. _____.

[res.2018.Interfund Loan Fund 410 to Fund 310 Amend.doc](#)

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: March 6, 2023

SUBMITTED BY: Genevieve Geddis, City Clerk

ITEM TYPE: Minutes

AGENDA SECTION: **Approval of Minutes**

SUBJECT: February 6, 2023 City Council Work Session Minutes

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[February 6, 2023 Work Session Minutes](#)

City Council



501 Delta Ave
Marysville, WA 98270

**Work Session
February 6, 2023**

Call to Order

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

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: Chief Administrative Officer (CAO) Gloria Hirashima (via Zoom), Parks Director Tara Mizell, Community Development Director Haylie Miller, Police Chief Erik Scairpon, City Clerk/Finance Planning Manager John Nield, Public Works Director Jeff Laycock, IT Director Stephen Doherty, Parks & Recreation Director Tara Mizell, Human Resources Director Megan Hodgson, Planning Manager Chris Holland, Police Chief Erik Scairpon (via Zoom), Asst. Police Chief Jim Lawless (via Zoom), Community Information Officer (CIO) Connie Mennie, Information Systems Administrator Chris Brown, Principal Planner Angela Gemmer, IT Services Supervisor Jeremiah Nyman (via Zoom), Deputy City Attorney Burton Eggertsen

Approval of the Agenda

Motion to approve the agenda moved by Councilmember Richards seconded by Councilmember Condyles.

AYES: ALL

Presentations

A. Proclamation: Declaring February 2023 Black History Month in Marysville

Mayor Nehring read the proclamation into the record.

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

Approval of Minutes

1. January 23, 2023 Council Meeting Minutes

[01.23.2023 Meeting Minutes](#)

Discussion Items

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, 2023 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)

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

[Sather Farms Phase 1 Plat Map-PA20060.pdf](#)

Planning Manager Holland reviewed this item to authorize the Mayor to sign the Sather Farms Phase 1 Subdivision Temporary Turn Around/Emergency Access Easement Agreement.

Councilmember Muller asked if all the roads are done. Planning Manager Holland replied that they are.

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

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

Communications Information Officer Mennie reviewed this agreement with Snohomish County to get visitor analytics through the County's subcontractor for 2023.

Council President Norton asked how they get the data. CIO Mennie replied that initially it was exclusively cell phone data. Now, because of new privacy laws, they are looking into adding license plate data or other sources.

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

[LAA_SUPP 1_PHASE 1_88th ROW_12-05-22.pdf](#)

[PROSPECTUS_PHASE 1_11-15-22.pdf](#)

Director Laycock explained this would amend the contract with WSDOT to split the project into phases.

Councilmember James asked about right of way acquisitions. Director Laycock explained that they haven't started that process yet, but the consultants will be helping.

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

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

Director Laycock reviewed this item related to design improvements and stormwater retrofits for Armar Road.

Councilmember Condyles asked about stormwater retrofits. Director Laycock explained they would be below grade/buried facilities such as infiltration pipes.

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

[HDR Supp4_88th_ROW support_02-23-23.pdf](#)

Director Laycock explained this is for the 8th Street Corridor Project. The supplement includes any right-of-way activity work.

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

Memo, Ordinance & Exhibits - Public Notice Amendments

Principal Planner Gemmer reviewed the proposed amendments for public notice for land use applications. Staff is recommending eliminating the requirement to put individual notices at public locations and instead using a QR code which goes directly to the City's webpage. There will also be a web address and phone number listed on the signs for those that don't have smart phones. Additional amendments include streamlining of the code and minor edits to improve understanding.

Councilmember King asked if other cities are using QR codes. Principal Planner Gemmer thought that they were.

Councilmember Richards asked how people who don't use technology would be able to access the information. Ms. Gemmer replied that they could call and talk with someone or come in to speak with someone.

Councilmember Muller asked if there is a way for people to add themselves to future communications and updates regarding specific projects/topics. Ms. Gemmer replied they would look into that.

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

Memo, Ordinance and Exhibits - RDI and PRD Open Space Amendments

Principal Planner Gemmer reviewed the proposed amendments. There were no questions or comments.

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

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

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

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

Planning Manager Holland reviewed proposed sign code amendments, mostly related to the temporary sign code. Clarification questions followed.

Mayor Nehring noted that City Attorney Walker had suggested requiring the person posting the sign to forward an email showing that they had been granted permission by the abutting property owner to the City. That way if the City doesn't have verified permission, they can assume there has been none granted.

Councilmember James recommended also getting the word out to real estate agents who regularly put their signs out year-round.

Council President Norton asked how well this type of code has worked for other cities. Planning Manager Holland was not sure but thought City Attorney Walker would know.

Council President Norton spoke in support of the Mayor's recommendation about requiring applicants to show proof of approval from abutting property owner in order not to be burdensome for staff. She likes the idea of this code but is concerned about the amount of time it could take for staff in lieu of other important activities.

Councilmember James raised concerns about signs on telephone poles. Planning Manager Holland replied they are not allowed. If it is brought to staff's attention, they can remove them.

Staff will bring back information about how they could implement the Mayor's suggestion next week along with information about how this has worked in other cities.

Councilmember Richards asked where the two acres language came from. Planning Manager Holland wasn't sure but said he could check.

Councilmember James asked if state political campaign signs would be allowed up the entire 9 to 12 months. Deputy City Attorney Eggertsen said he would look into it.

Mayor Nehring asked about the legality of the City outlawing all signs in the public right of way in general. Deputy Director Eggertsen stated he would look into that but did not think it would be allowed. Council President Norton concurred based on research she had done on that. Councilmember James noted there may be a loophole there where nothing is permitted in a right of way without a permit. He thought there was a way to do it. Deputy Director Eggertsen said he would follow up.

Mayor's Business

Mayor Nehring reported that he and councilmembers went to Olympia lobbying for specific projects. He appreciates everyone's dedication on this.

Staff Business

Director Mizell stated there would be an informal open house for the pump track at Jennings Park on Thursday night.

Director Laycock stated there would be a groundbreaking ceremony for the 529 interchange project sometime in March.

Deputy City Attorney Eggertsen stated the need for an Executive Session to address one potential litigation item for 10 minutes with action expected.

Call on Councilmembers and Committee Reports

Councilmember Condyles:

- Olympia meetings were very interesting and productive.
- The Coffee klatch at the community center was well-attended and interesting.
- The State of the City Address last week was a good one.

Councilmember James said he appreciated the legislative day they had in Olympia.

Councilmember King:

- The Council was well prepared and well received.
- He reported on the Government Affairs meeting with the school district last Thursday where they got an update on the upcoming levy and the SRO program.
- He reported on the LEOFF 1 Board meeting last week. They approved some minor language and regulations.
- He reported on the Fire Board Meeting last week. They approved the contract for a new fire chief.
- He also reported on the Public Works Committee meeting last Friday. They received an update on the Rubicon route management program for garbage trucks. They also discussed proposed cabinet wraps for traffic signal controllers. They received an update on 2023 CIP projects coming up.

Councilmember Stevens:

- He also attended the Fire Board meeting. He added that the new Fire Chief starts next Monday.
- He reported on the Economic Development Committee meeting where they discussed proposed changes to the Community Business zone.

Councilmember Richards:

- The State of the City was well attended and informative.
- The shopping cart retrieval program is now online.
- The Public Works Committee presentation regarding Rubicon was interesting.
- He suggested revisiting the city code regarding a 6-chicken limit due to the high price of eggs.
- He urged everyone to vote by the 14th.

Councilmember Muller said he appreciated the legislative day in Olympia. Thanks to Strategies 360 for all the work they did.

Council President Norton:

- She appreciated the opportunity to go to Olympia and for the legislators who took the time to meet with them. She is hopeful there will be some positive changes as a result of their lobbying.
- Great job to Mayor Nehring on the State of the City address.

Adjournment/Recess

The meeting recessed from 8:01 until 8:03 and then moved into Executive Session.

Executive Session

Executive Session was held from 8:03 to 8:13 to address one pending litigation item with action expected.

Reconvene

The regular meeting reconvened at 8:13 p.m.

Motion to authorize the Mayor to sign and execute the possession and use agreement and associated temporary easement with Gregory Payne in the amount of \$651,500 and to authorize payment of the partial conveyance fee in the amount of \$2500 moved by Councilmember Muller seconded by Council President Norton.

AYES: ALL

Adjournment

The meeting was adjourned at 8:15 p.m.

Approved this _____ day of _____, 2023.

Mayor
Jon Nehring



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 6, 2023

SUBMITTED BY: Genevieve Geddis, City Clerk

ITEM TYPE: Minutes

AGENDA SECTION: **Approval of Minutes**

SUBJECT: February 13, 2023 City Council Meeting Minutes

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[February 13, 2023 Meeting Minutes](#)

City Council



501 Delta Ave
Marysville, WA 98270

**Regular Meeting
February 13, 2023**

Call to Order

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

Invocation

Pastor Alex Gelli gave the invocation.

Pledge of Allegiance

Mayor Nehring led the Pledge of Allegiance.

Roll Call

Present:

Mayor: Jon Nehring

Council: Councilmember Condyles, Councilmember James, Councilmember King, Councilmember Stevens, Councilmember Richards, Councilmember Muller, Council President Norton

Staff: CAO Gloria Hirashima, City Attorney Jon Walker, Police Chief Erik Scairpon, Parks, Culture, and Recreation Director Tara Mizell, Community Information Officer (CIO) Connie Mennie, Finance Director Crystil Wooldridge, Community Development Director Haylie Miller, Public Works Director Jeff Laycock, Human Resources Director Megan Hodgson, IT Director Stephen Doherty, Information Systems Administrator Chris Brown, Communications Specialist Bridgette Larsen

Approval of the Agenda

Motion to approve the agenda moved by Councilmember Richards seconded by Councilmember Condyles.

AYES: ALL

Presentations

A. Mayor's Volunteer of the Month

Mayor Nehring presented Gail Frost with the Volunteer of the Month award for her many volunteer activities throughout the city including MaryFest, the Marysville Community Food Bank, and the Salvation Army.

Audience Participation

None.

Approval of Minutes

1. January 23, 2023 Council Meeting Minutes

01.23.2023 Meeting Minutes

Motion to approve the January 23, 2023 Council Meeting Minutes moved by Council President Norton seconded by Councilmember King.

AYES: ALL

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, 2023 Payroll in the Amount of \$1,879,723.02 Paid by EFT Transactions and Check Numbers 34249 through 34179

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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

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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](#)

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

[Temporary 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

[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

[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

[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

[HDR Supp4_88th_ROW support_02-23-23.pdf](#)

Motion to approve Consent Agenda items 2-14 moved by Councilmember Muller seconded by Council President Norton.

AYES: ALL

Review Bids

Public Hearings

New Business

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

Memo, Ordinance & Exhibits - Public Notice Amendments

Community Development Director Miller explained that staff had looked into Council's request for individual notifications on the website and determined that it was not possible, but they can ask to be added to the list to receive emails or updates.

Motion to approve Ordinance No. 3256 moved by Councilmember Condyles seconded by Councilmember James.

AYES: ALL

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

Memo, Ordinance and Exhibits - RDI and PRD Open Space Amendments

Director Miller explained this relates to revisions to the Residential Density Incentives and the Planned Residential Developments code amendments. This was workshopped at the last meeting, and there were no questions or information requests from the group.

Motion to approve Ordinance No. 3257 moved by Council President Norton seconded by Councilmember Muller.

AYES: ALL

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

01-Temporary Sign Guidelines.pdf

02-PC DRAFT Minutes-012423.docx.pdf

03-PC Recommendation-Temporary Signs-CA22001.pdf

[04-Ordinance1-FINAL-Sign Code Amendment-CA22001.pdf](#)

[05-Ordinance2-FINAL-Sign Code Amendments-CA22001.pdf](#)

Director Miller reviewed this item related to new regulations for temporary signs in the right-of-way. There was one change stating that the City may require the applicant to provide proof of the abutting landowner's permission. They also included a new table related to temporary sign guidelines.

Councilmember James asked how this would work for real estate agents. Director Miller noted that they are not allowed to treat signs differently due to content. She doesn't think it will be a big issue, but envisions the code being useful to help staff target problems.

Mayor Nehring expressed concern about creating something that will not be enforced. The goal will be to enforce this strictly.

Councilmember Muller noted that a lot of the yard arm real estate signs are taller than 5-feet tall. Director Miller stated that the Council could change it if desired.

Councilmember Muller expressed concern about the maximum size of the sign. There was discussion about options. Director Miller commented that Council could allow larger signs if they wanted.

Council President Norton expressed concern that they are creating work and hassle where it doesn't need to be. She would rather have staff focusing on more important items rather than trying to enforce this.

Councilmember Richards agreed that staff has more important things to do. He expressed concern about saying that this not going to be enforced on the weekends. He asked why the language about seasonal signs was removed. He also thought having to get written approval from adjacent properties would be a hassle if not impossible. He noted that the maximum size sign would be surpassed once someone is endorsed by the police, fire, etc. He noted that the placement of the 32 square foot signs would no longer be allowed along the railroad tracks because they would have to get permission in writing. He brought up several signs around the community and asked if they would still be allowed. He noted that the Planning Commission had also asked about the area from 104th to 116th.

Councilmember James thought that the sign code needed a more thorough review. He suggested sending it back to the Planning Commission to look at again.

Councilmember Muller suggested having separate requirements for signs up longer than 72 hours (for example) so real estate agents and weekend signs would not be impacted. He agreed with having the Planning Commission look at this again.

Councilmember Stevens asked about Lake Stevens' approach which regulates the size and separation requirements. Director Miller replied that Lake Stevens does not have the requirement to get permission from the abutting property owner so it is more flexible. The Lake Stevens' staff had indicated that the most difficult part to regulate was the distance between signs. If this is something the Council supports, it would need more workshopping.

Director Miller offered to take this back to the Planning Commission. She noted that seasonal signs were removed because they were trying to keep the code content neutral.

Councilmember King asked if this addresses feather banners. Director Miller thought those were not allowed near intersections because of safety issues.

Councilmember Condyles also expressed concerns about having staff spend time on enforcement. He works in Lake Stevens and noted the first year they had the separation requirement, it was a mess trying to determine who had their signs out first. He appreciates the distinction between long-term temporary signs and short-term temporary signs brought up by Councilmember Muller and thought that might be the most useful part of the regulations. He didn't know if sending this back to the Planning Commission was the best idea because it still might not address what they are concerned about.

Councilmember Stevens said he was intrigued by the idea of people placing signs in the right-of-way having to get the permission of adjacent property owners.

There was discussion about options available to Council to address the issues of concern.

Councilmember Richards expressed concern about the size limit and thought it should be 32 square feet.

Council President Norton did not think it needed to go back to the Planning Commission. Either Council could hash through this or it could go to the Economic Development Committee.

Councilmember Condyles agreed and recommended staff make some changes and bring it back in March. Director Miller indicated she would work with the City Attorney and try to bring it back in March.

Council President Norton thanked Director Miller for the substantial amount of work put into this.

18. 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

[2023-2024 Biennial Budget Amendment Ordinance.docx](#)

Director Wooldridge reviewed the proposed amendment of the 2023-2024 Biennial Budget and providing for the establishment of pay classifications and grades or ranges.

Motion to approve Ordinance No. 3258 moved by Councilmember Richards seconded by Council President Norton.

AYES: ALL

19. Services Agreement with Mayors and Business Leaders for Public Safety, Inc.

[Mayors and Business Leaders Agreement 2-9-23.docx](#)

[Mayors and Business Leaders for Public Safety - Articles of Incorporation - Review Copy \(003\).pdf](#)

[Mayors and Business Leaders for Public Safety - Bylaws - Review Copy \(002\).pdf](#)

Mayor Nehring recused himself and handed the Chair duties over to Council President Norton. Council President Norton reviewed the item.

Motion to authorize the council president to sign and execute the agreement with the Mayors and Business Leaders for Public Safety, Inc. moved by Councilmember Condyles seconded by Councilmember James.

AYES: ALL

20. Contract Award with FieldTurf USA, Inc. for the Strawberry Fields Turf Project

[Field Turf USA_CONTRACT_Strawberry Fields Athletic Complex_combined.pdf](#)

Mayor Nehring returned to the meeting and resumed the duties of Chair.

Director Laycock reviewed this item related to Strawberry Fields turf project.

Councilmember Richards asked about details about the costs. Director Laycock reviewed the budget.

Councilmember King asked if we currently have the equipment needed to maintain the field. Director Laycock reviewed that they do.

Motion to authorize the Mayor to execute the contract with FieldTurf USA, Inc. in the amount of \$1,664,535.64 to install an artificial turf soccer field and approve a management reserve of \$166,453.56 for a total allocation of \$1,830,989.20 moved by Councilmember Richards seconded by Councilmember King.

AYES: ALL

Mayor's Business

21. Appointment of Hotel/Motel Tourism Grant Committee

[Appointment - Eric Moeser.doc](#)

[Appointment - Rian White.doc](#)

[Appointment - Mary Kirkland.doc](#)

[Appointment - Ivonne Sepulveda.doc](#)

Motion to authorize Mayor Nehring to appoint Eric Moeser to the Hotel/Motel Tourism Grant Committee moved by Council President Norton seconded by Councilmember Richards.

AYES: ALL

Motion to authorize Mayor Nehring to appoint Rian White to the Hotel/Motel Tourism Grant Committee moved by Council President Norton seconded by Councilmember Richards.

AYES: ALL

Motion to authorize Mayor Nehring to appoint Mary Kirkland to the Hotel/Motel Tourism Grant Committee moved by Council President Norton seconded by Councilmember Condyles.

AYES: ALL

Motion to authorize Mayor Nehring to appoint Ivonne Sepulveda to the Hotel/Motel Tourism Grant Committee moved by Council President Norton seconded by Councilmember James.

AYES: ALL

Mayor Nehring gave an update on bills in Olympia and the status of the City's legislative priorities.

Staff Business

City Attorney Walker stated the need for an Executive Session to address 3 items - one collective bargaining issue with no action, one regarding the acquisition of real estate with no action expected, and one potential litigation with action expected for an estimated total time of 20 minutes.

Call on Councilmembers and Committee Reports

Councilmember Condyles:

- He reported on the Alliance for Affordable Housing meeting last week and discussed HB 1110 which is the missing middle housing bill that allows for fourplexes in single-family zones and up to sixplexes in single-family zones within

a certain parameter of transit. They also discussed some of the rental and home purchase data from 2022.

- He gave an update on the Snohomish County Tomorrow meeting where they got updates for Puget Sound Regional Council, Economic Alliance of Snohomish County, and Sound Transit's Lynnwood connection. They also discussed the 2023 Work Plan which includes the 2022 Growth Monitoring Report. The HO5 Report has not come out yet but it will talk about requirements related to having a diversity of housing in communities. They also discussed the 2024 GMA Update and Compliance Review which will come back to SCT in March.
- He and Council President Norton attended the pump track open house last week. It was a really nice event.

Councilmember James:

- Thanks to staff for their hard work on the sign code.
- He wondered if there is anything the public can do to help with the Blake decision bill. Mayor Nehring did not think so at this time.

Councilmember King:

- He noted that he saw that the City purchased the two mobile radar speed limit sign units and they are out in the field.
- Congratulations to Gail Frost. He is happy to see the volunteer award program back.

Councilmember Stevens had no comments.

Councilmember Richards reminded everyone to get their ballots turned in.

Councilmember Muller had no comments.

Council President Norton congratulated Gail Frost for the award. She agreed that there was a lot of positive excitement about the pump track.

Adjournment/Recess

Council recessed from 8:08 until 8:13 p.m. and moved into Executive Session.

Executive Session

Council went into Executive Session at 8:13 p.m. to address 3 items - one collective bargaining issue with no action, one regarding the acquisition of real estate with no action expected, and one potential litigation with action expected for an estimated total time of 20 minutes. Executive Session was extended by 20 minutes.

Reconvene

Executive Session ended and the regular meeting reconvened at 8:53 p.m.

Motion to authorize the Mayor to sign and execute the settlement agreement with Lydig Construction in the amount of \$550,900.30 moved by Councilmember Muller seconded by Councilmember Stevens.

AYES: ALL

Adjournment

The meeting was adjourned at 8:55 p.m.

Approved this _____ day of _____, 2023.

Mayor
Jon Nehring



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 6, 2023

SUBMITTED BY: Senior Accounting Technician Shannon Early, Finance

ITEM TYPE: Payroll

AGENDA SECTION: **Consent**

SUBJECT: February 10, 2023 Payroll in the Amount of \$1,803,805.67 Paid by EFT Transactions and Check Numbers 34467 through 34484

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 6, 2023

SUBMITTED BY: Accounting Technician Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: February 15, 2023 Claims in the Amount of \$669,954.16 Paid by EFT Transactions and Check Numbers 160895 through 161029 with Check Number 160460 Voided

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[021523.rtf](#)

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/15/2023 TO 2/15/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
160895	LICENSING, DEPT OF	DRIVING ABSTRACT - CHILDE	PERSONNEL ADMINISTRATION	15.00
160896	PREMERA BLUE CROSS	CLAIMS PAID 1/22 TO 1/28/23	MEDICAL CLAIMS	32,621.12
	PREMERA BLUE CROSS	CLAIMS PAID 1/15 TO 1/21/23	MEDICAL CLAIMS	43,689.75
160897	PREMERA BLUE CROSS	CLAIMS PAID 1/29 TO 1/31/23	MEDICAL CLAIMS	7,307.95
	PREMERA BLUE CROSS	CLAIMS PAID 2/1 TO 2/4/23	MEDICAL CLAIMS	13,614.42
160898	LICENSING, DEPT OF	DRIVING ABSTRACT - SWANSON	PERSONNEL ADMINISTRATION	15.00
160899	LICENSING, DEPT OF	DRIVING ABSTRACT - SHAWVER	PERSONNEL ADMINISTRATION	15.00
160900	GOVERNMENT PORTFOLIO	4TH QTR 22-INVESTMENT ADVISORY	FINANCE-GENL	6,375.00
160901	A & A LANGUAGE SERV	INTERPRETER SERVICE	COURTS	223.75
160902	ABOALATA, AYU	REFUND - SELF DEFENSE WORKSHOP	PARKS-RECREATION	35.00
160903	ABOU-ZAKI, KAMAL	INTERPRETER SERVICE	COURTS	195.00
160904	ACOSTA, JESSE		COURTS	132.62
160905	ALDRICH & ASSOCIATES	HYDRANT METER FEE/DEPOSIT	WATER-UTILITIES/ENVIRONME	-151.50
	ALDRICH & ASSOCIATES		WATER/SEWER OPERATION	1,150.00
160906	ALEXANDER PRINTING	ENVELOPES - COURT	MUNICIPAL COURTS	699.11
160907	ALS LABORATORY	LAB ANALYSIS/SUSTAINABILITY FEE	STORM DRAINAGE	195.00
160908	AMAZON CAPITAL	CREDIT FOR INV 1P3D-4P9K-FNMQ	RECREATION SERVICES	-71.10
	AMAZON CAPITAL	OFFICE SUPPLIES	LEGAL - PROSECUTION	14.09
	AMAZON CAPITAL	PEN STYLUS	STORM DRAINAGE	30.13
	AMAZON CAPITAL		SEWER MAIN COLLECTION	30.13
	AMAZON CAPITAL	POWER CORD, COVER FOR SURFACE PRO	STORM DRAINAGE	55.02
	AMAZON CAPITAL		SEWER MAIN COLLECTION	55.02
	AMAZON CAPITAL	PAMPHLET HOLDER	RECREATION SERVICES	71.10
	AMAZON CAPITAL	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	78.28
	AMAZON CAPITAL	LABEL MAKER, LAMINATED TAPES	EQUIPMENT RENTAL	294.70
	AMAZON CAPITAL	STACK CHAIR DOLLY	RECREATION SERVICES	449.80
	AMAZON CAPITAL	ENGINE OIL	ER&R	506.88
160909	ANDERSON, KRISTEN	PROTEM SERVICE	MUNICIPAL COURTS	185.00
160910	ARAMARK UNIFORM	UNIFORM CLEANING	SMALL ENGINE SHOP	6.39
	ARAMARK UNIFORM		SMALL ENGINE SHOP	6.39
	ARAMARK UNIFORM		EQUIPMENT RENTAL	69.61
	ARAMARK UNIFORM		EQUIPMENT RENTAL	69.61
160911	ARLINGTON HARDWARE	UNIFORM - SMITH, ROBB	GENERAL	200.00
160912	BATES, BRUCE	UTILITY TAX REBATE	UTIL ADMIN	60.05
	BATES, BRUCE		NON-DEPARTMENTAL	87.83
	BATES, BRUCE		UTIL ADMIN	284.73
160913	BENEFIT COORDINATORS	FEB 2023 PREMIUMS	MEDICAL CLAIMS	165,336.25
160914	BERNER, ELIAS	INTERPRETER SERVICE	COURTS	130.00
160915	BICKFORD FORD	VALVE ASSEMBLY	EQUIPMENT RENTAL	4.34
	BICKFORD FORD	A/C V-BELT	EQUIPMENT RENTAL	26.37
	BICKFORD FORD	WINDSHIELD WASHER NOZZLE JET KIT	EQUIPMENT RENTAL	39.91
	BICKFORD FORD	BRACKETS	ER&R	193.51
	BICKFORD FORD	BRAKE KIT/PADS	ER&R	315.50
	BICKFORD FORD	KEY PROGRAMMED FOR V065/V066	EQUIPMENT RENTAL	505.21
	BICKFORD FORD	VALVE, TUBE ASSY, COMPRESSOR	EQUIPMENT RENTAL	1,373.60
160916	BILLIEU, JARED	PESTICIDE TESTING	STORM DRAINAGE	75.00
160917	BILLING DOCUMENT SPE	CREDIT MISAPPLIED REFUND	GENERAL FUND	-75.00
	BILLING DOCUMENT SPE	BILL PRINTING JAN 2023	UTILITY BILLING	2,059.01
160918	BIO CLEAN, INC.	UTILITY BILLING REFUND	WATER/SEWER OPERATION	276.97
160919	BOTESCH, NASH & HALL	POLICE EVIDENCE BUILDING	CAPITAL EXPENDITURES	3,632.50
160920	BRAKE AND CLUTCH	RELEASE TOOL	ER&R	47.52

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160937	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	46.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	46.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	46.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	50.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	50.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	90.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	180.00
160938	EDWARDS, ATHENA	UTILITY TAX REBATE	NON-DEPARTMENTAL	58.22
160939	ENTERPRISE, DEPT OF	LOCAL GOVERNMENT SELF INSURANCE	MEDICAL CLAIMS	55.80
160940	ERICKSON, ILENE	UTILITY TAX REBATE	NON-DEPARTMENTAL	45.03
160941	EVERETT OFFICE	FURNITURE INSTALLATION	CAPITAL EXPENDITURES	2,275.52
	EVERETT OFFICE	ACOUSTIC POD	CAPITAL EXPENDITURES	12,143.61
160942	EVERETT TIRE & AUTO	TIRES	ER&R	1,775.21
160943	EWING IRRIGATION	FERTILIZER	PARK & RECREATION FAC	1,044.74
160944	FABER CONSTRUCTION	HYDRANT METER DEPOSIT/FEE	WATER-UTILITIES/ENVIRONME	-110.50
	FABER CONSTRUCTION		WATER/SEWER OPERATION	1,150.00
160945	FCS GROUP	PROFESSIONAL SERVICE	UTIL ADMIN	205.00
160946	FEDEX	SHIPPING CHARGES	WATER QUAL TREATMENT	22.63
160947	FISHERIES SUPPLY	REMOTE CONTROL SWITCH	EQUIPMENT RENTAL	19.58
160948	FRANCOTYP-POSTALIA	POSTAGE METER	CITY CLERK	26.80
	FRANCOTYP-POSTALIA		EXECUTIVE ADMIN	26.80
	FRANCOTYP-POSTALIA		PERSONNEL ADMINISTRATION	26.80
	FRANCOTYP-POSTALIA		LEGAL - PROSECUTION	26.80
	FRANCOTYP-POSTALIA		FINANCE-GENL	26.81
	FRANCOTYP-POSTALIA		UTILITY BILLING	26.81
160949	FRAUSTO, CHRISTINE	PROTEM SERVICE	MUNICIPAL COURTS	370.00
160950	FRIEND, CORI	UTILITY TAX REBATE	NON-DEPARTMENTAL	74.03
160951	GAAB, KARON		NON-DEPARTMENTAL	38.66
	GAAB, KARON		UTIL ADMIN	60.05
	GAAB, KARON		UTIL ADMIN	345.39
160952	GALEANA, TRINIDAD		NON-DEPARTMENTAL	21.02
160953	GIGLI, ANN	REFUND - PICKLEBALL	PARKS-RECREATION	50.00
160954	GILL, HARBANS	UTILITY TAX REBATE	NON-DEPARTMENTAL	60.47
160955	GRANT, ROBERT	PROTEM SERVICE	MUNICIPAL COURTS	185.00
160956	GRAYBAR ELECTRIC CO	BRACKET SET, POWDER COATING	STREET LIGHTING	4,256.87
	GRAYBAR ELECTRIC CO	CAST IRON BASE, BANNER ARM	STREET LIGHTING	6,366.83
160957	HILL, NICOLE	UTILITY TAX REBATE	NON-DEPARTMENTAL	33.88
160958	HUSWICK, KATHLEEN	UTILITY BILLING REFUND	GARBAGE	107.45
160959	HYLARIDES, LETTIE	INTERPRETER SERVICE	COURTS	146.25
160960	KAISER PERMANENTE	CDL PHYSICAL/HEARING TESTS	UTIL ADMIN	125.00
	KAISER PERMANENTE		SOLID WASTE OPERATIONS	125.00
	KAISER PERMANENTE		EQUIPMENT RENTAL	125.00
	KAISER PERMANENTE		SOLID WASTE OPERATIONS	125.00
	KAISER PERMANENTE		GENERAL	125.00
	KAISER PERMANENTE		UTIL ADMIN	125.00
	KAISER PERMANENTE		SOLID WASTE OPERATIONS	125.00
	KAISER PERMANENTE		EQUIPMENT RENTAL	172.00

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160960	KAISER PERMANENTE	CDL PHYSICAL/HEARING TESTS	PERSONNEL ADMINISTRATION	200.00
	KAISER PERMANENTE		GENERAL	200.00
160961	KAMAN INDUSTRIAL TEC	WATER PUMP BEARING	ER&R	162.69
160962	KAMINS CONSTRUCTION	SUNNYSIDE/52ND IMPROVEMENTS	GMA - STREET	119,084.24
160963	KBA, INC	SERVICE PERIOD 11/1 TO 11/30/22	GMA - STREET	4,990.43
	KBA, INC	SERVICE PERIOD 9/1 TO 9/30/22	GMA - STREET	10,810.13
	KBA, INC	SERVICE PERIOD 12/1 TO 12/31/22	GMA - STREET	13,421.91
	KBA, INC	SERVICE PERIOD 10/1 TO 10/31/22	GMA - STREET	15,698.34
160964	KIRCKOF, SHAWN	UTILITY TAX REBATE	NON-DEPARTMENTAL	153.95
160965	KIRTLEY COLE & ASSOC	HYDRANT METER DEPOSIT/FEE	WATER-UTILITIES/ENVIRONME	-60.50
	KIRTLEY COLE & ASSOC		WATER/SEWER OPERATION	1,150.00
160966	KOSHAK, LORI	UTILITY TAX REBATE	NON-DEPARTMENTAL	28.90
	KOSHAK, LORI		UTIL ADMIN	60.05
	KOSHAK, LORI		UTIL ADMIN	284.73
160967	LECKY, IRENE		UTIL ADMIN	60.05
	LECKY, IRENE		NON-DEPARTMENTAL	64.69
	LECKY, IRENE		UTIL ADMIN	284.73
160968	LES SCHWAB TIRE CTR	CANCELED SERVICE CALL	EQUIPMENT RENTAL	-295.36
	LES SCHWAB TIRE CTR	PARKS MOWER W023 REPAIR TIRE	SMALL ENGINE SHOP	45.94
	LES SCHWAB TIRE CTR	TIRE REPAIR GARBAGE TRUCK 68365D	EQUIPMENT RENTAL	110.34
	LES SCHWAB TIRE CTR	CAP DRIVE AXLE TIRE	ER&R	230.40
	LES SCHWAB TIRE CTR	SERVICE CALL ON 2000 GARBAGE TRUCK	EQUIPMENT RENTAL	295.36
	LES SCHWAB TIRE CTR	SERVICE CALL ON GARBAGE TRUCK 68365D	EQUIPMENT RENTAL	295.36
	LES SCHWAB TIRE CTR	TIRE REPAIR GARBAGE TRUCK 40175D	EQUIPMENT RENTAL	757.16
	LES SCHWAB TIRE CTR	CAP DRIVE AXLE TIRE	ER&R	951.13
	LES SCHWAB TIRE CTR	TIRE REPAIR ON 70799D	ER&R	1,636.41
160969	MACRI, NICOLE	REFUND - TINY TOTS PLAYTIME	PARKS-RECREATION	15.00
160970	MALAT, JILL	PROTEM SERVICE	MUNICIPAL COURTS	370.00
160971	MESSIHA, GANETT	UTILITY TAX REBATE	NON-DEPARTMENTAL	39.83
160972	MILLER, BRYAN	UTILITY BILLING REFUND	WATER/SEWER OPERATION	510.00
160973	MILLER, PAUL J		WATER/SEWER OPERATION	192.86
160974	MPA	MPA CONFERENCE REGISTRATION	PROBATION	175.00
160975	NAPA AUTO PARTS	AIR/OIL FILTER W015	SMALL ENGINE SHOP	71.51
	NAPA AUTO PARTS	EDGE MOTOR OIL	ER&R	77.19
	NAPA AUTO PARTS	AIR/OIL FILTERS W019	SMALL ENGINE SHOP	78.65
	NAPA AUTO PARTS	LED LAMP	ER&R	132.77
	NAPA AUTO PARTS	ELBOW CONNECTOR/SILICONE HOSE	EQUIPMENT RENTAL	263.33
	NAPA AUTO PARTS	BRAKES, PAD, OXYGEN SENSOR	EQUIPMENT RENTAL	324.25
	NAPA AUTO PARTS	OIL FILTER	ER&R	384.02
	NAPA AUTO PARTS	ACCESSORY POWER RELAY KIT	ER&R	435.76
	NAPA AUTO PARTS	AIR, OIL, FUEL FILTERS	ER&R	534.59
160976	NATIONAL BARRICADE	SIGNAGE	TRANSPORTATION	408.03
160977	NEEDHAM, STEVEN	UTILITY TAX REBATE	NON-DEPARTMENTAL	81.62
160978	NORTHROP, JENNIFER		NON-DEPARTMENTAL	42.29
160979	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WATER FILTRATION PLANT	336.00
	NORTHSTAR CHEMICAL		WATER QUAL TREATMENT	504.00
160980	NORTHWEST CONST	REFUND FOR HYDRANT METER	WATER-UTILITIES/ENVIRONME	5,076.50
160981	ODP BUSINESS Solutio	CREDIT FOR INV #285222554001	UTILITY BILLING	-19.67
	ODP BUSINESS Solutio	OFFICE SUPPLIES	UTILITY BILLING	19.67
	ODP BUSINESS Solutio		UTILITY BILLING	346.14
160982	OLASON, MONICA	INSTRUCTOR PAYMENT	RECREATION SERVICES	1,406.40

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160983	OUTBACK STEAKHOUSE	POLICE AWARDS RENTAL EQUIPMENT	MEDICAL CLAIMS	948.15
	OUTBACK STEAKHOUSE	MARYSVILLE POLICE BANQUET	MEDICAL CLAIMS	7,688.74
160984	PACIFIC TOPSOILS	DEBRIS DUMP	PARK & RECREATION FAC	23.70
	PACIFIC TOPSOILS		PARK & RECREATION FAC	35.55
	PACIFIC TOPSOILS		PARK & RECREATION FAC	59.25
160985	PALAMERICAN SECURITY	SECURITY SERVICE	PROBATION	1,010.32
	PALAMERICAN SECURITY		MUNICIPAL COURTS	3,030.98
160986	PGC INTERBAY LLC	REIMBURSEMENT FOR GOLF COURSE	PRO-SHOP	30.00
	PGC INTERBAY LLC		MAINTENANCE	48.12
	PGC INTERBAY LLC		MAINTENANCE	103.75
	PGC INTERBAY LLC		PRO-SHOP	167.75
	PGC INTERBAY LLC		MAINTENANCE	250.48
	PGC INTERBAY LLC		PRO-SHOP	323.19
	PGC INTERBAY LLC		MAINTENANCE	365.02
	PGC INTERBAY LLC		PRO-SHOP	492.58
	PGC INTERBAY LLC		MAINTENANCE	510.20
	PGC INTERBAY LLC		GOLF ADMINISTRATION	708.05
	PGC INTERBAY LLC		PRO-SHOP	957.26
	PGC INTERBAY LLC		MAINTENANCE	1,096.19
	PGC INTERBAY LLC		MAINTENANCE	1,178.05
	PGC INTERBAY LLC		MAINTENANCE	1,195.40
	PGC INTERBAY LLC		MAINTENANCE	2,334.13
	PGC INTERBAY LLC		MAINTENANCE	2,904.43
	PGC INTERBAY LLC		MAINTENANCE	4,299.14
	PGC INTERBAY LLC		GOLF COURSE	5,142.89
	PGC INTERBAY LLC	GOLF/PROSHOP MAINTENANCE	PRO-SHOP	8,459.19
	PGC INTERBAY LLC		MAINTENANCE	15,087.41
160987	PH CONSULTING LLC	PROFESSIONAL SERVICE	GMA - STREET	14,633.00
160988	PLITMAN, VLADISLAV	INTERPRETER SERVICE	COURTS	157.51
160989	POSEY, VIOLA	UTILITY TAX REBATE	UTIL ADMIN	60.05
	POSEY, VIOLA		NON-DEPARTMENTAL	101.22
	POSEY, VIOLA		UTIL ADMIN	284.73
160990	POTTERY NOOK, THE	INSTRUCTOR PAYMENT	RECREATION SERVICES	43.20
	POTTERY NOOK, THE		RECREATION SERVICES	50.40
	POTTERY NOOK, THE		RECREATION SERVICES	96.00
160991	POTTS, JASON	RUBBER BOOTS	SOLID WASTE OPERATIONS	136.75
160992	PUD	ACCT #201142155	TRANSPORTATION	37.31
	PUD	ACCT #204879134	TRAFFIC CONTROL DEVICES	83.14
	PUD	ACCT #200812808	PUMPING PLANT	251.02
	PUD	ACCT #202461554	SEWER LIFT STATION	749.30
	PUD	ACCT #201098969	PUMPING PLANT	968.32
	PUD	ACCT #223003021	CAPITAL EXPENDITURES	21,369.66
160993	PUGET SOUND ENERGY	ACCT #220015485349	OPERA HOUSE	40.55
	PUGET SOUND ENERGY	ACCT #220002768939	PUBLIC SAFETY BLDG	56.53
	PUGET SOUND ENERGY	ACCT #200007781657	GOLF ADMINISTRATION	150.47
	PUGET SOUND ENERGY	ACCT #220026412746	CITY HALL	205.37
	PUGET SOUND ENERGY	ACCT #200007052364	MAINT OF GENL PLANT	216.68
	PUGET SOUND ENERGY	ACCT #220015485703	OPERA HOUSE	226.77
	PUGET SOUND ENERGY	ACCT #220015485380	OPERA HOUSE	251.32
	PUGET SOUND ENERGY	ACCT #220009207345	OPERA HOUSE	632.44
	PUGET SOUND ENERGY	ACCT #200023493808	CITY HALL	637.56

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160993	PUGET SOUND ENERGY	ACCT #200004804056	COURT FACILITIES	650.14
	PUGET SOUND ENERGY	ACCT #220026419946	PUBLIC SAFETY BLDG	771.99
	PUGET SOUND ENERGY	ACCT #200013812314	MAINT OF GENL PLANT	2,307.01
160994	PURCELL, IRNE	UTILITY TAX REBATE	NON-DEPARTMENTAL	34.57
	PURCELL, IRNE		UTIL ADMIN	60.05
	PURCELL, IRNE		UTIL ADMIN	284.73
160995	RANN, MIKE	UTILITY BILLING REFUND	WATER/SEWER OPERATION	11.01
160996	REID, JOHN E. & ASSOC	TRAINING REGISTRATION - DUERMELL	POLICE TRAINING-FIREARMS	580.00
160997	REZNIKOV, ALEKSEY	UTILITY TAX REBATE	NON-DEPARTMENTAL	59.88
160998	RH2 ENGINEERING INC	PROFESSIONAL SERVICE	SEWER CAPITAL PROJECTS	6,825.64
160999	ROSEMOUNT ANALYTICAL	MEMBRANE PALL/RETAINER	SOURCE OF SUPPLY	1,135.06
161000	SAFETY, HEALTH AND E	TRENCHING/EXCAVATION CERTIFICATION	PERSONNEL ADMINISTRATION	109.10
	SAFETY, HEALTH AND E		SOLID WASTE OPERATIONS	143.18
	SAFETY, HEALTH AND E		STORM DRAINAGE	327.28
	SAFETY, HEALTH AND E		STORM DRAINAGE	572.73
	SAFETY, HEALTH AND E		MAINT OF GENL PLANT	859.09
	SAFETY, HEALTH AND E		GENERAL	981.81
	SAFETY, HEALTH AND E		MAINT OF GENL PLANT	981.81
161001	SAFEWAY INC.	INMATE MEDICATIONS	DETENTION & CORRECTION	97.96
161002	SAFEWAY INC.	ASSESSMENT CENTER FOR COMMANDERS	POLICE ADMINISTRATION	30.66
161003	SALVATION ARMY	HUMAN SERVICES GRANT REIMBURSEMENT	RENTAL ASSISTANCE	30,000.00
161004	SAVAGE, PHILLIP	UTILITY TAX REBATE	NON-DEPARTMENTAL	43.56
161005	SHERWIN WILLIAMS	PAINT - PICNIC TABLES	PARK & RECREATION FAC	353.52
161006	SMITH, BETTYLOU	UTILITY TAX REBATE	UTIL ADMIN	60.05
	SMITH, BETTYLOU		NON-DEPARTMENTAL	64.06
	SMITH, BETTYLOU		UTIL ADMIN	223.87
161007	SMITH, RAY		NON-DEPARTMENTAL	35.57
	SMITH, RAY		UTIL ADMIN	60.05
	SMITH, RAY		UTIL ADMIN	284.73
161008	SNO CO PLAN & DEV	2023 SCT REVISED DUES	PLANNING & COMMUNITY DEV	97.00
161009	SOUND SAFETY	UNIFORM - MORGAN	PARK & RECREATION FAC	656.50
161010	SOUTHWESTERN SALES	EXPANDABLE POLE, BRUSH W/SCRAPER	SOLID WASTE OPERATIONS	345.79
161011	SRV CONSTRUCTION	HYDRANT METER DEPOSIT	WATER/SEWER OPERATION	1,200.00
161012	ST, VINCENT DE PAUL	HUMAN SERVICE GRANT REIMBURSEMENT	RENTAL ASSISTANCE	35,000.00
161013	STAPLES	PENS	MUNICIPAL COURTS	6.83
	STAPLES	STAPLER	MUNICIPAL COURTS	7.82
	STAPLES	WIRELESS MOUSE	MUNICIPAL COURTS	12.02
	STAPLES	MOUSE PAD, SURGE PROTECTOR	MUNICIPAL COURTS	29.10
	STAPLES	PENS, MOISTENER	MUNICIPAL COURTS	55.40
	STAPLES	DATE STAMPS	MUNICIPAL COURTS	321.20
161014	THIER, TRACY	UTILITY TAX REBATE	NON-DEPARTMENTAL	44.04
161015	UNITED SITES OF MARY	PORTABLE RESTROOM RENTAL	PARK & RECREATION FAC	464.80
161016	UTILITIES UNDERGROUND	UNDERGROUND LOCATION	UTILITY LOCATING	1,019.48
161017	VEESENMEYER, WILLIAM	UTILITY TAX REBATE	NON-DEPARTMENTAL	80.87
161018	WAGNER, KELLY	REFUND - WINTER WONDERLAND CHALLENGE	PARKS-RECREATION	35.00
161019	WEAR PROPERTIES LLC	UTILITY BILLING REFUND	WATER/SEWER OPERATION	10.10
161020	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	LEGAL-GENL	460.75
	WEST PAYMENT CENTER		LEGAL - PROSECUTION	460.75
161021	WETZEL, JAKE	HOLIDAY LUNCH - STREETS	MEDICAL CLAIMS	311.28
161022	WRIGHT, ROSALIE	UTILITY TAX REBATE	NON-DEPARTMENTAL	32.45
161023	ZIPLY FIBER	ACCT #3606534741	WASTE WATER TREATMENT	65.85

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/15/2023 TO 2/15/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
161024	ZIPLY FIBER	ACCT #3606537208	OPERA HOUSE	86.99
161025	ZIPLY FIBER	ACCT #3606580924	PUBLIC SAFETY BLDG	69.38
161026	ZIPLY FIBER	ACCT #4253359912	SUNNYSIDE FILTRATION	75.42
161027	ZIPLY FIBER	PEG CHANNEL MOVE	COMPUTER SERVICES	90.00
161028	ZIPLY FIBER	DEERING WILDFLOWER PROPERTY	PARK & RECREATION FAC	64.38
161029	ZIPLY FIBER	ACCT #3606597159	COMPUTER SERVICES	225.94

WARRANT TOTAL: 728,148.86

ROBERT DROLL LANDSCAPE	VOID	160460	INITIATOR ERROR	\$58,194.70
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REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

WARRANT TOTAL: \$669,954.16



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 6, 2023

SUBMITTED BY: Accounting Technician Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: February 22, 2023 Claims in the Amount of \$1,946,295.85 Paid by EFT Transactions and Check Numbers 161030 through 161185 with Check Number 158833 Voided

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[022223.rtf](#)

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/22/2023 TO 2/22/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
161030	LICENSING, DEPT OF	DRIVING ABSTRACT - HOPKINS	PERSONNEL ADMINISTRATION	15.00
161031	PREMERA BLUE CROSS	PREMERA CLAIMS 2/5 TO 2/11/23	MEDICAL CLAIMS	382,368.68
161032	3R TECHNOLOGY LLC	EQUIPMENT RECYCLE FEE	COMPUTER SERVICES	100.00
161033	ADJUSTERS NORTHWEST	ADJUSTMENT SERVICE CLAIM #23-0001	RISK MANAGEMENT	1,464.63
161034	ALDRICH, KASSIDY	ROUND TRIP - MCC TO KCOEM	EXECUTIVE ADMIN	292.13
161035	ALEXANDER PRINTING	PRINT SERVICES FORMS	POLICE PATROL	147.08
	ALEXANDER PRINTING	TRANSACTION PADS	MUNICIPAL COURTS	158.79
	ALEXANDER PRINTING	BANQUET PRINTING	POLICE ADMINISTRATION	184.57
161036	ALLIANT INSURANCE	AVIATION INSURANCE POLICY COVERAGE	RISK MANAGEMENT	4,262.00
161037	ALPINE PRODUCTS INC	SPEED TABLE	TRAFFIC CONTROL DEVICES	3,465.33
161038	AMAZON CAPITAL	CREDIT FOR INV# 14NL-J7MM-FJK3	DETENTION & CORRECTION	-100.16
	AMAZON CAPITAL		DETENTION & CORRECTION	-28.06
	AMAZON CAPITAL	EMBEDDED SOCIAL WORKER FLEX FUND	EMBEDDED SOCIAL WORKER	14.21
	AMAZON CAPITAL	EMBEDDED SOCIAL WORKER	EMBEDDED SOCIAL WORKER	15.85
	AMAZON CAPITAL	EMBEDDED SOCIAL WORKER FLEX FUND	EMBEDDED SOCIAL WORKER	16.84
	AMAZON CAPITAL	OFFICE SUPPLIES	LEGAL - PROSECUTION	18.58
	AMAZON CAPITAL	EMBEDDED SOCIAL WORKER FLEX FUNDS	EMBEDDED SOCIAL WORKER	20.78
	AMAZON CAPITAL		EMBEDDED SOCIAL WORKER	28.98
	AMAZON CAPITAL		EMBEDDED SOCIAL WORKER	32.81
	AMAZON CAPITAL	EMBEDDED SOCIAL WORKER	EMBEDDED SOCIAL WORKER	35.34
	AMAZON CAPITAL	EMBEDDED SOCIAL WORKER FLEX FUND	EMBEDDED SOCIAL WORKER	37.19
	AMAZON CAPITAL		EMBEDDED SOCIAL WORKER	38.26
	AMAZON CAPITAL	2-PORT KVM	COMPUTER SERVICES	39.37
	AMAZON CAPITAL	EMBEDDED SOCIAL WORKER FLEX FUND	EMBEDDED SOCIAL WORKER	43.74
	AMAZON CAPITAL	EMBEDDED SOCIAL WORKER FLEX FUNDS	EMBEDDED SOCIAL WORKER	43.74
	AMAZON CAPITAL		EMBEDDED SOCIAL WORKER	49.34
	AMAZON CAPITAL	SWIFFER FLOOR CLEANER	COMMUNITY EVENTS	63.80
	AMAZON CAPITAL	SUPPLIES	POLICE INVESTIGATION	68.22
	AMAZON CAPITAL	OFFICE SUPPLIES	COMMUNITY	69.30
	AMAZON CAPITAL	SHELVING LINERS	COMPUTER SERVICES	70.66
	AMAZON CAPITAL	EMBEDDED SOCIAL WORKER	EMBEDDED SOCIAL WORKER	88.09
	AMAZON CAPITAL	DESK ORGANIZER	COMPUTER SERVICES	89.26
	AMAZON CAPITAL	EMBEDDED SOCIAL WORKER FLEX FUND	EMBEDDED SOCIAL WORKER	91.04
	AMAZON CAPITAL	EMBEDDED SOCIAL WORKER	EMBEDDED SOCIAL WORKER	103.60
	AMAZON CAPITAL	EMBEDDED SOCIAL WORKER FLEX FUNDS	EMBEDDED SOCIAL WORKER	121.05
	AMAZON CAPITAL	FLOOR MATS	FINANCE-GENL	131.22
	AMAZON CAPITAL	OFFICE SUPPLIES	GENERAL	136.21
	AMAZON CAPITAL	EMBEDDED SOCIAL WORKER FLEX FUND	EMBEDDED SOCIAL WORKER	146.97
	AMAZON CAPITAL	CERTIFICATE FRAMES	EXECUTIVE ADMIN	163.98
	AMAZON CAPITAL	SUPPLIES	POLICE ADMINISTRATION	172.72
	AMAZON CAPITAL	OFFICE SUPPLIES	LEGAL - PROSECUTION	180.87
	AMAZON CAPITAL	EMBEDDED SOCIAL WORKER FLEX FUND	EMBEDDED SOCIAL WORKER	196.29
	AMAZON CAPITAL	OFFICE SUPPLIES	GENERAL	220.13
	AMAZON CAPITAL	LAPTOP BATTERIES	COMPUTER SERVICES	335.82
	AMAZON CAPITAL	OPERATING SUPPLIES	COMPUTER SERVICES	393.90
	AMAZON CAPITAL	DEWALT METAL CUTTING SAW	EQUIPMENT RENTAL	545.91
161039	AMERICAN CLEANERS	DRY CLEANING	POLICE ADMINISTRATION	11.92
	AMERICAN CLEANERS		YOUTH SERVICES	24.01
	AMERICAN CLEANERS		YOUTH SERVICES	29.43
	AMERICAN CLEANERS		POLICE INVESTIGATION	41.79
	AMERICAN CLEANERS		CRIME PREVENTION	69.74

**CITY OF MARYSVILLE
 INVOICE LIST**

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161039	AMERICAN CLEANERS	DRY CLEANING	POLICE ADMINISTRATION	70.12
	AMERICAN CLEANERS		POLICE PATROL	98.46
	AMERICAN CLEANERS		POLICE PATROL	154.42
	AMERICAN CLEANERS		DETENTION & CORRECTION	221.81
	AMERICAN CLEANERS		DETENTION & CORRECTION	319.61
161040	AMERICAN SAFETY & HE	INSTRUCTOR RENEWAL - JORGENSON	PERSONNEL ADMINISTRATION	15.00
161041	ANDERSON, BRYCE & LI	UTILITY BILLING REFUND	WATER/SEWER OPERATION	22.87
161042	ANDES LAND SURVEY	POLICE EVIDENCE BUILDING	CAPITAL EXPENDITURES	4,987.50
	ANDES LAND SURVEY	CIVIC CENTER	CAPITAL EXPENDITURES	5,595.00
161043	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	167.17
	ARAMARK UNIFORM		OPERA HOUSE	167.17
	ARAMARK UNIFORM		OPERA HOUSE	238.83
	ARAMARK UNIFORM		OPERA HOUSE	351.12
	ARAMARK UNIFORM		OPERA HOUSE	401.27
161044	ARLINGTON HARDWARE	BRASS FOR PRV/CONTROL VALVE REPAIR	WATER DIST MAINS	414.89
161045	ASADI, MOHAMMAD	UTILITY TAX REBATE	NON-DEPARTMENTAL	65.81
161046	ASTOUND BUSINESS	I-NET LEASE, FIBER MAINTENANCE	WATER QUAL TREATMENT	111.30
	ASTOUND BUSINESS	OPERA HOUSE FIBER IRU	CENTRAL SERVICES	111.40
	ASTOUND BUSINESS	I-NET LEASE, FIBER MAINTENANCE	CENTRAL SERVICES	513.71
	ASTOUND BUSINESS		COMPUTER SERVICES	1,438.20
161047	AYERS, TOM & MARY	UTILITY TAX REBATE	NON-DEPARTMENTAL	54.61
161048	BARRETT, JACK & SAND		NON-DEPARTMENTAL	105.45
161049	BATTUELLO, TERRIE	MEETING REFRESHMENTS	EXECUTIVE ADMIN	23.76
161050	BEAUDIN, MILENA	UTILITY TAX REBATE	NON-DEPARTMENTAL	35.75
161051	BENHAM, EDWINA		NON-DEPARTMENTAL	43.37
161052	BILLIEU, JARED	PESTICIDE TRAINING	STORM DRAINAGE	72.45
161053	BILLING DOCUMENT SPE	PRINTING SERVICE 2/2 TO 2/15/23	UTILITY BILLING	4,227.02
	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	5,672.07
161054	BOWERS, CHARLOTTE	UTILITY TAX REBATE	NON-DEPARTMENTAL	56.20
161055	BRADFORD, JOAN		NON-DEPARTMENTAL	26.66
	BRADFORD, JOAN		UTIL ADMIN	60.05
	BRADFORD, JOAN		UTIL ADMIN	284.73
161056	BUD BARTON'S GLASS	SINGLE PANE GLASS	OPERA HOUSE	738.45
	BUD BARTON'S GLASS	INSULATED GLASS	FACILITY REPLACEMENT	936.46
161057	BUTCHER, MARCUS	UTILITY TAX REBATE	NON-DEPARTMENTAL	53.40
161058	CANDLEN, BRUCE & CHA	UTILITY BILLING REFUND	WATER/SEWER OPERATION	18.00
161059	CHRISTENSEN, AL&PAM	UTILITY TAX REBATE	NON-DEPARTMENTAL	68.30
161060	CINTAS	FIRST AID CABINETS, ACRYLIC SIGNS	EXECUTIVE ADMIN	793.24
	CINTAS	EYE FLUSH FOR PD	POLICE PATROL	1,444.08
161061	CNR INC	MAINTENANCE CONTRACT	COMPUTER SERVICES	1,365.78
161062	COASTAL FARM & HOME	UNIFORM - HUDON	GENERAL	78.76
161063	COOPER, JOHN & NANCY	UTILITY TAX REBATE	NON-DEPARTMENTAL	108.55
161064	CORE & MAIN LP	CREDIT FOR INV# R963377	WATER SERVICES	-69.90
	CORE & MAIN LP	MUELLER HYDRANT REPAIR KIT	HYDRANTS	822.24
	CORE & MAIN LP	METER LIDS/BOXES	WATER SERVICES	5,492.09
161065	CRYSTAL SPRINGS	WATER SERVICE FOR PARKS	RECREATION SERVICES	66.52
161066	CTS LANGUAGE LINK	INTERPRETER SERVICE	COURTS	78.68
161067	CULP, KATHLEEN	UTILITY TAX REBATE	NON-DEPARTMENTAL	52.34
161068	DAILY JOURNAL OF COM	2023 ANNUAL SUBSCRIPTION	ENGR-GENL	350.00
161069	DANIELS, DON	UTILITY TAX REBATE	NON-DEPARTMENTAL	96.00
161070	DATA QUEST LLC	PRE-EMPLOYMENT	POLICE ADMINISTRATION	75.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/22/2023 TO 2/22/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
161071	DELL	LCD REPLACEMENT	IS REPLACEMENT ACCOUNTS	182.88
161072	DICKS TOWING	TOWING 23-00228 BXG7540	POLICE PATROL	77.54
161073	DIFFERENTIAL NETWORK	COMMUNITY CENTER SECURITY CAMERAS	GMA-PARKS	22,294.63
161074	DOBBS PETERBILT	RESISTOR BLOWER ASSEMBLY	EQUIPMENT RENTAL	81.60
	DOBBS PETERBILT	FUEL PRIMER PUMP, GASKET	EQUIPMENT RENTAL	166.68
	DOBBS PETERBILT	MOTOR, RESISTOR BLOWER ASSEMBLY	EQUIPMENT RENTAL	210.16
	DOBBS PETERBILT	THROTTLE PEDAL/CHAMBER COMB	EQUIPMENT RENTAL	777.62
	DOBBS PETERBILT	PARTS, REPAIRS, SERVICE	EQUIPMENT RENTAL	5,063.34
161075	DUNLAP INDUSTRIAL	RAIN BIBS - CHRISMAN	PARK & RECREATION FAC	131.87
161076	DUSSEAULT, HELEN	UTILITY TAX REBATE	NON-DEPARTMENTAL	28.38
	DUSSEAULT, HELEN		UTIL ADMIN	60.05
	DUSSEAULT, HELEN		UTIL ADMIN	284.73
161077	EAGLE FENCE	FENCE REPAIR	ROADSIDE VEGETATION	2,620.05
	EAGLE FENCE		ROADSIDE VEGETATION	3,003.03
161078	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	18.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	50.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	288.00
161079	EVERETT OFFICE	KEYBOARD TRAY	MUNICIPAL COURTS	448.54
	EVERETT OFFICE	TRAINING TABLES	GMA-PARKS	5,141.80
161080	EVERGREEN SIGN COMP	RELEASE RETAINAGE	CITY FACILITIES	4,815.61
161081	FASTSIGNS	ENGRAVED PLAQUE	CAPITAL EXPENDITURES	239.03
161082	FBI/LEEDA	DUES - FRANZEN	POLICE ADMINISTRATION	50.00
161083	FELDMAN & LEE P.S.	PUBLIC DEFENDER MONTHLY CONTRACT	PUBLIC DEFENSE	53,560.00
161084	FIRST AMERICAN TITLE	TITLE REPORT - MROF	GMA - STREET	384.65
	FIRST AMERICAN TITLE	TITLE REPORT - BNSF	GMA - STREET	384.65
	FIRST AMERICAN TITLE	TITLE REPORT - COLLEEN YOUNG	GMA - STREET	384.65
	FIRST AMERICAN TITLE	TITLE REPORT - ERNEST TYLER	GMA - STREET	384.65
	FIRST AMERICAN TITLE	TITLE REPORT - ERNEST TYLER 2ND	GMA - STREET	384.65
	FIRST AMERICAN TITLE	TITLE REPORT - M & D PROPERTIES	GMA - STREET	384.65
	FIRST AMERICAN TITLE	TITLE REPORT - MARYSVILLE HOLDING	GMA - STREET	384.65
	FIRST AMERICAN TITLE	TITLE REPORT - NW COMPOSITES	GMA - STREET	384.65
	FIRST AMERICAN TITLE	TITLE REPORT - SEAVER PROPERTIES	GMA - STREET	384.65
	FIRST AMERICAN TITLE	TITLE REPORT - SEBCO INC	GMA - STREET	384.65
	FIRST AMERICAN TITLE	TITLE REPORT - STEVEN FRY	GMA - STREET	384.65
161085	FLAMMANG, GARY	UTILITY TAX REBATE	NON-DEPARTMENTAL	45.47
161086	FLIGER, JEFFINER	UB REFUND	GARBAGE	28.48
161087	FRANCOTYP-POSTALIA	MAIL MACHINE SERVICE	POLICE PATROL	160.82
161088	FRAZIER, RALPH	UTILITY TAX REBATE	NON-DEPARTMENTAL	101.56
161089	FRY, CRYSTAL	WSBA DUES	LEGAL - PROSECUTION	478.00
161090	GADBOIS, RITA	UTILITY TAX REBATE	NON-DEPARTMENTAL	44.23
161091	GOVCONNECTION INC	CABLE MANAGEMENT	CAPITAL EXPENDITURES	5,532.01
161092	GUTHRIE, MARILYN	UTILITY TAX REBATE	NON-DEPARTMENTAL	78.31
161093	HAGE, LAUREL		UTIL ADMIN	60.05
	HAGE, LAUREL		NON-DEPARTMENTAL	92.53
	HAGE, LAUREL		UTIL ADMIN	284.73

**CITY OF MARYSVILLE
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
161094	HAMILTON, LISA	REFUND - FANTASY ART	PARKS-RECREATION	66.00
161095	HEIRET, GLEN & NADIN	UTILITY BILLING REFUND	WATER/SEWER OPERATION	215.38
161096	HELM	FORD IDS ANNUAL RENEWAL	EQUIPMENT RENTAL	875.20
161097	HEWLETT PACKARD	TONER	WASTE WATER TREATMENT	2.13
161098	HODGSON, MEGAN	WELLNESS SUPPLIES	MEDICAL CLAIMS	117.97
161099	HON COMPANY	TABLES FOR COUNCIL CHAMBERS	CAPITAL EXPENDITURES	11,365.35
161099	HON COMPANY	MCC FURNITURE	CAPITAL EXPENDITURES	62,795.11
161100	ISS-WONDERWARE	WONDERWARE SUPPORT RENEWAL	WATER RESERVOIRS	4,862.83
161100	ISS-WONDERWARE		WATER QUAL TREATMENT	4,862.83
161100	ISS-WONDERWARE		SEWER LIFT STATION	4,862.83
161100	ISS-WONDERWARE		WASTE WATER TREATMENT	4,862.83
161101	J2 CLOUD SERVICES	FAX	LEGAL - PROSECUTION	23.02
161101	J2 CLOUD SERVICES		LEGAL-GENL	23.02
161101	J2 CLOUD SERVICES		COMPUTER SERVICES	45.97
161101	J2 CLOUD SERVICES		WATER DIST MAINS	46.04
161101	J2 CLOUD SERVICES		UTILITY BILLING	46.04
161101	J2 CLOUD SERVICES		CITY CLERK	46.04
161101	J2 CLOUD SERVICES		COMMUNITY	46.04
161101	J2 CLOUD SERVICES		WASTE WATER TREATMENT	46.04
161101	J2 CLOUD SERVICES		WASTE WATER TREATMENT	46.04
161101	J2 CLOUD SERVICES		EXECUTIVE ADMIN	46.04
161101	J2 CLOUD SERVICES		POLICE ADMINISTRATION	46.04
161101	J2 CLOUD SERVICES		RECREATION SERVICES	46.04
161101	J2 CLOUD SERVICES		POLICE INVESTIGATION	46.04
161101	J2 CLOUD SERVICES		MUNICIPAL COURTS	46.04
161101	J2 CLOUD SERVICES		DETENTION & CORRECTION	46.04
161101	J2 CLOUD SERVICES		PROBATION	46.04
161101	J2 CLOUD SERVICES		FINANCE-GENL	46.04
161101	J2 CLOUD SERVICES		UTIL ADMIN	46.04
161101	J2 CLOUD SERVICES		ENGR-GENL	46.04
161101	J2 CLOUD SERVICES		PERSONNEL ADMINISTRATION	46.04
161101	J2 CLOUD SERVICES		OFFICE OPERATIONS	92.07
161101	J2 CLOUD SERVICES		MUNICIPAL COURTS	138.11
161102	JONES, CHRIS	TRAINING	POLICE PATROL	147.50
161103	KNAFLA, SHIRLEY	UTILITY TAX REBATE	UTIL ADMIN	60.05
161103	KNAFLA, SHIRLEY		NON-DEPARTMENTAL	60.35
161103	KNAFLA, SHIRLEY		UTIL ADMIN	223.87
161104	KOCH, ANNA	REFUND - FANTASY ART	PARKS-RECREATION	66.00
161105	KUPRIYANOVA, SVETLAN	INTERPRETER SERVICE	COURTS	310.43
161106	LACKEY, KERRY	UTILITY TAX REBATE	NON-DEPARTMENTAL	47.12
161106	LACKEY, KERRY		UTIL ADMIN	60.05
161106	LACKEY, KERRY		UTIL ADMIN	223.87
161107	LAKE STEVENS SCHOOL	MITIGATION FEES	SCHOOL MITIGATION FEES	97,880.00
161108	LARSEN, BRIDGETTE	STREAMING EQUIPMENT, WHITE BOARD	EXECUTIVE ADMIN	174.56
161109	LASTING IMPRESSIONS	UNIFORM - MOSALSKY	COMMUNITY SERVICES UNIT	47.26
161109	LASTING IMPRESSIONS	CUSTODY SERGEANT PATCHES	DETENTION & CORRECTION	336.95
161109	LASTING IMPRESSIONS	CADET PATCHES	YOUTH SERVICES	423.93
161110	LEVIN, ARTHUR	UTILITY TAX REBATE	NON-DEPARTMENTAL	76.91
161111	LINDMARK, GREG & LON		NON-DEPARTMENTAL	47.27
161112	LOOMIS	ARMORED TRUCK SERVICE	MUNICIPAL COURTS	85.32
161112	LOOMIS		POLICE ADMINISTRATION	85.33

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161112	LOOMIS	ARMORED TRUCK SERVICE	COMMUNITY	85.33
	LOOMIS		UTILITY BILLING	85.33
	LOOMIS		GOLF ADMINISTRATION	227.54
161113	MARYSVILLE FIRE	EMERGENCY AID SERVICES	FIRE-EMS	8,442.23
161114	MARYSVILLE ROTARY	MEALS AT ROTARY - JAN TO JUNE 2023	POLICE ADMINISTRATION	520.00
161115	MC CLURE & SONS INC	DOWNTOWN STORMWATER TREATMENT	SURFACE WATER CAPITAL	1,004,430.48
161116	MEDINA, GINA	UTILITY TAX REBATE	NON-DEPARTMENTAL	29.49
	MEDINA, GINA		UTIL ADMIN	60.05
	MEDINA, GINA		UTIL ADMIN	223.87
161117	MELLOM, PALMER	UTILITY BILLING REFUND	WATER/SEWER OPERATION	25.00
161118	MIKLOS, ALISON	REFUND - FANTASY ART	PARKS-RECREATION	66.00
161119	MILLER, PENNY	UTILITY TAX REBATE	UTIL ADMIN	60.05
	MILLER, PENNY		NON-DEPARTMENTAL	86.62
	MILLER, PENNY		UTIL ADMIN	223.87
161120	MURRAY, DIANNE		NON-DEPARTMENTAL	40.41
161121	MYER, JANET		NON-DEPARTMENTAL	57.74
	MYER, JANET		UTIL ADMIN	60.05
	MYER, JANET		UTIL ADMIN	284.73
161122	NAVA, DAVID & DEBRA	UB REFUND	WATER/SEWER OPERATION	198.49
161123	NG, VANESSA & JASON	UTILITY BILLING REFUND	GARBAGE	7.07
161124	NORTH SOUND HOSE	SAFETY LANYARDS, DECANT NOZZLES	ROADWAY MAINTENANCE	136.53
161125	NUNNALLY, LARRY	UTILITY TAX REBATE	NON-DEPARTMENTAL	43.39
	NUNNALLY, LARRY		UTIL ADMIN	60.05
	NUNNALLY, LARRY		UTIL ADMIN	284.73
161126	NW EMERGENCY PHYSICI	INMATE MEDICAL TREATMENT	DETENTION & CORRECTION	252.00
161127	OBERLANDER, AUDREY	UTILITY TAX REBATE	NON-DEPARTMENTAL	44.48
	OBERLANDER, AUDREY		UTIL ADMIN	60.05
	OBERLANDER, AUDREY		UTIL ADMIN	284.73
161128	ODP BUSINESS SOLUTIO	SUPPLIES	OFFICE OPERATIONS	93.09
	ODP BUSINESS SOLUTIO	PRINTER PAPER	EXECUTIVE ADMIN	102.81
	ODP BUSINESS SOLUTIO	SUPPLIES	POLICE PATROL	234.53
	ODP BUSINESS SOLUTIO		OFFICE OPERATIONS	255.76
	ODP BUSINESS SOLUTIO		DETENTION & CORRECTION	351.78
161129	OTT, ROBERT	UTILITY TAX REBATE	NON-DEPARTMENTAL	72.37
161130	PACK, JOANN		NON-DEPARTMENTAL	43.94
	PACK, JOANN		UTIL ADMIN	60.05
	PACK, JOANN		UTIL ADMIN	223.87
161131	PALAMERICAN SECURITY	SECURITY SERVICE	PROBATION	1,005.94
	PALAMERICAN SECURITY		MUNICIPAL COURTS	3,017.83
161132	PAPENTHIEN, DEBRA	UTILITY TAX REBATE	NON-DEPARTMENTAL	32.76
161133	PAULINUS, ALLEN & KI	UB REFUND	GARBAGE	91.91
161134	PEACE OF MIND	PLANNING COMMISSION MINUTES	COMMUNITY	162.00
161135	PEDERSON, PAUL	UTILITY TAX REBATE	NON-DEPARTMENTAL	43.00
	PEDERSON, PAUL		UTIL ADMIN	60.05
	PEDERSON, PAUL		UTIL ADMIN	284.73
161136	PERFORMANCE VALIDA	CIVIC CENTER REPORT DEVELOPMENT	CAPITAL EXPENDITURES	216.00
	PERFORMANCE VALIDA	CIVIC CENTER TI RESOLUTION	CAPITAL EXPENDITURES	772.75
161137	PLATT ELECTRIC	HEATER	SOLID WASTE OPERATIONS	264.14
161138	POLICE & SHERIFFS PR	ID CARDS	DETENTION & CORRECTION	32.60
161139	PUD	ACCT #201142098	PARK & RECREATION FAC	8.40
	PUD	ACCT #202461026	MAINT OF GENL PLANT	22.05

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/22/2023 TO 2/22/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
161139	PUD	ACCT #201346665	SEWER LIFT STATION	22.84
	PUD	ACCT #205481823	GOLF ADMINISTRATION	23.63
	PUD	ACCT #204259469	TRAFFIC CONTROL DEVICES	24.41
	PUD	ACCT #204260343	TRAFFIC CONTROL DEVICES	24.41
	PUD	ACCT #204262620	TRAFFIC CONTROL DEVICES	24.41
	PUD	ACCT #205195373	PARK & RECREATION FAC	25.20
	PUD	ACCT #200973956	SEWER LIFT STATION	25.74
	PUD	ACCT #200501617	TRANSPORTATION	33.51
	PUD	ACCT #220681340	STORM DRAINAGE	40.29
	PUD	ACCT #200448801	TRANSPORTATION	49.25
	PUD	ACCT #203199732	TRANSPORTATION	49.38
	PUD	ACCT #202294245	SEWER LIFT STATION	50.00
	PUD	ACCT #200660439	STREET LIGHTING	52.52
	PUD	ACCT #203500020	STREET LIGHTING	56.46
	PUD	ACCT #204829691	STREET LIGHTING	65.07
	PUD	ACCT #202175956	TRAFFIC CONTROL DEVICES	68.85
	PUD	ACCT #202303301	SEWER LIFT STATION	70.04
	PUD	ACCT #221115934	MAINT OF GENL PLANT	72.81
	PUD	ACCT #222664310	TRANSPORTATION	73.69
	PUD	ACCT #203996343	STREET LIGHTING	77.32
	PUD	ACCT #221610405	STREET LIGHTING	85.89
	PUD	ACCT #222664740	TRANSPORTATION	90.05
	PUD	ACCT # 222772634	TRANSPORTATION	98.42
	PUD	ACCT #201909637	SEWER LIFT STATION	107.06
	PUD	ACCT #202011813	PUMPING PLANT	123.52
	PUD	ACCT #222663973	TRANSPORTATION	127.35
	PUD	ACCT #203291216	GENERAL	136.93
	PUD	ACCT #205419765	PUBLIC SAFETY BLDG	145.73
	PUD	ACCT #201628880	WASTE WATER TREATMENT	214.95
	PUD	ACCT #204821227	TRAFFIC CONTROL DEVICES	237.64
	PUD	ACCT #223013277	AFFORDABLE HOUSING	242.22
	PUD	ACCT #220020531	STREET LIGHTING	275.96
	PUD	ACCT #220824148	WASTE WATER TREATMENT	383.89
	PUD	ACCT #201675634	WASTE WATER TREATMENT	396.19
	PUD	ACCT #201587284	WASTE WATER TREATMENT	712.13
	PUD	ACCT #201617479	CITY HALL	731.93
	PUD	ACCT #202177333	MAINT OF GENL PLANT	775.32
	PUD	ACCT #200021871	COURT FACILITIES	791.41
	PUD	ACCT #200824548	MAINT OF GENL PLANT	1,006.48
	PUD	ACCT #201639689	MAINT OF GENL PLANT	1,334.56
	PUD	ACCT #221320088	SUNNYSIDE FILTRATION	3,912.49
	PUD	ACCT #202075008	WASTE WATER TREATMENT	9,592.71
	PUD	ACCT #201420635	WASTE WATER TREATMENT	14,028.03
	PUD	ACCT #201721180	WASTE WATER TREATMENT	19,844.14
161140	RAILROAD MANAGEMENT	LICENSE FEES	UTIL ADMIN	313.34
	RAILROAD MANAGEMENT		UTIL ADMIN	344.67
161141	ROBERT DROLL LANDSCA	SERVICE PERFORMED 9/26 TO 11/10/22	GMA-PARKS	29,616.20
161142	SAFEWAY INC.	POP	RECREATION SERVICES	8.21
	SAFEWAY INC.		RECREATION SERVICES	16.41
	SAFEWAY INC.		RECREATION SERVICES	29.37
	SAFEWAY INC.	COFFEE	COMMUNITY EVENTS	39.26

**CITY OF MARYSVILLE
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
161142	SAFEWAY INC.	ICE	RECREATION SERVICES	45.85
	SAFEWAY INC.	DEBI LILLY SLV	RECREATION SERVICES	46.37
161143	SEMANKO, CHERYL	UTILITY TAX REBATE	NON-DEPARTMENTAL	54.42
	SEMANKO, CHERYL		UTIL ADMIN	60.05
	SEMANKO, CHERYL		UTIL ADMIN	284.73
161144	SHELL, MARK	UTILITY BILLING REFUND	WATER/SEWER OPERATION	153.07
161145	SHI INTERNATIONAL	ADOBE PRO	MUNICIPAL COURTS	50.09
161146	SMARSH INC	TEXT MESSAGES ARCHIVING	COMPUTER SERVICES	-144.52
	SMARSH INC		CITY CLERK	7.85
	SMARSH INC		COMMUNITY	7.85
	SMARSH INC		CRIME PREVENTION	7.85
	SMARSH INC		COMMUNITY SERVICES UNIT	7.85
	SMARSH INC		PROPERTY TASK FORCE	7.85
	SMARSH INC		RECREATION SERVICES	7.85
	SMARSH INC		GENERAL	7.85
	SMARSH INC		UTILITY BILLING	7.85
	SMARSH INC		EQUIPMENT RENTAL	7.85
	SMARSH INC		FACILITY MAINTENANCE	7.85
	SMARSH INC		MUNICIPAL COURTS	15.70
	SMARSH INC		YOUTH SERVICES	15.70
	SMARSH INC		LEGAL-GENL	15.70
	SMARSH INC		WATER QUAL TREATMENT	15.70
	SMARSH INC		FINANCE-GENL	23.55
	SMARSH INC		PERSONNEL ADMINISTRATION	23.55
	SMARSH INC		SOLID WASTE CUSTOMER	31.40
	SMARSH INC		CUSTODIAL SERVICES	31.40
	SMARSH INC		GIS SERVICES IS	31.40
	SMARSH INC		LEGAL - PROSECUTION	39.25
	SMARSH INC		COMMUNITY	39.25
	SMARSH INC		PARK & RECREATION FAC	39.25
	SMARSH INC		OFFICE OPERATIONS	47.10
	SMARSH INC		COMMUNITY SERVICES UNIT	47.10
	SMARSH INC		GENERAL	62.80
	SMARSH INC		STORM DRAINAGE	62.80
	SMARSH INC		POLICE INVESTIGATION	70.65
	SMARSH INC		EXECUTIVE ADMIN	78.50
	SMARSH INC		DETENTION & CORRECTION	86.35
	SMARSH INC		WASTE WATER TREATMENT	86.35
	SMARSH INC		UTIL ADMIN	102.05
	SMARSH INC		POLICE ADMINISTRATION	133.45
	SMARSH INC		ENGR-GENL	157.00
	SMARSH INC		POLICE PATROL	486.70
161147	SNO CO BAR ASSOC	2023 LICENSE RENEWAL - GRIBBLE	LEGAL - PROSECUTION	150.00
161148	SNO CO TREASURER	PARCEL 31042400300600 2023	WATER RESERVOIRS	8,307.25
161149	SNO CO TREASURER	PARCEL 31053500302300 2023	WATER RESERVOIRS	476.88
	SNO CO TREASURER	PARCEL 00551201000300 2023	AFFORDABLE HOUSING	3,341.69
161150	SNO CO TREASURER	CRIME VICTIM/WITNESS FUNDS	CRIME VICTIM	454.14
161151	SNOHOMISH CO 911	MEMBER ASSESSMENTS	COMMUNICATION CENTER	93,046.58
161152	SNYDER, CANON	2ND HALF OF FATHER/DAUGHTER DANCE	RECREATION SERVICES	800.00
161153	SOUND PUBLISHING	ADVERTISING	OPERA HOUSE	515.10
161154	SOUND PUBLISHING	LEGAL ADS	COMMUNITY	389.32

**CITY OF MARYSVILLE
 INVOICE LIST**

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
161155	STAPLES	SCISSORS	RECREATION SERVICES	3.27
	STAPLES	BATTERIES	MUNICIPAL COURTS	41.34
	STAPLES	OFFICE SUPPLIES	RECREATION SERVICES	228.56
161156	STATE PATROL	FINGERPRINT ID SERVICE	INTERGOVERNMENTAL	278.25
161157	STCLAIR, MAE	UTILITY TAX REBATE	NON-DEPARTMENTAL	78.28
161158	STELLING, ELSIE		NON-DEPARTMENTAL	35.49
	STELLING, ELSIE		UTIL ADMIN	60.05
	STELLING, ELSIE		UTIL ADMIN	284.73
161159	STERICYCLE, INC.	MONTHLY SERVICE	PERSONNEL ADMINISTRATION	4.83
161160	STULTS, LARRY	UTILITY TAX REBATE	NON-DEPARTMENTAL	165.85
161161	THORSEN, SHARON		NON-DEPARTMENTAL	90.21
161162	THYSSENKRUPP ELEVATO	CITY HALL ELEVATOR MAINTENANCE	CIVIC CENTER	346.82
	THYSSENKRUPP ELEVATO		CIVIC CENTER	358.95
	THYSSENKRUPP ELEVATO		CIVIC CENTER	358.95
161163	TRANSPORTATION, DEPT	SIGNAGE EV CHARGING GRANT	CAPITAL EXPENDITURES	442.64
161164	ULINE	SUPPLIES	POLICE PATROL	58.51
	ULINE	MASKS	DETENTION & CORRECTION	96.57
	ULINE	ANTI-FATIGUE MATS	DETENTION & CORRECTION	163.21
161165	UNITED PARCEL SERVIC	SHIPPING FEE	COMMUNITY SERVICES UNIT	3.27
161166	USA BLUEBOOK	CHLORINE REAGENT, PH ELECTRODE	SUNNYSIDE FILTRATION	498.80
161167	VERIZON	WIRELESS MODEMS	COMMUNITY SERVICES UNIT	160.04
	VERIZON		POLICE INVESTIGATION	520.22
	VERIZON		POLICE PATROL	2,560.66
161168	VICKERS, MARIE	UTILITY TAX REBATE	NON-DEPARTMENTAL	124.00
161169	WA STATE TREASURER	PUBLIC SAFETY/BLDG REVENUE	INTERGOVERNMENTAL	608.50
	WA STATE TREASURER		GENERAL FUND	22,889.08
161170	WATERSHED, INC	UNIFORM COATS	COMMUNITY SERVICES UNIT	2,303.59
	WATERSHED, INC		DETENTION & CORRECTION	6,073.36
161171	WEST PAYMENT CENTER	INVESTIGATIVE TOOL SUBSCRIPTION	POLICE INVESTIGATION	412.63
161172	WESTERN FACILITIES	SUPPLIES	DETENTION & CORRECTION	889.03
161173	WET RABBIT EXPRESS	CAR WASHES	POLICE PATROL	288.00
161174	WHITNEY EQUIPMENT CO	CHLORINE REAGENT FOR ANALYZER	SUNNYSIDE FILTRATION	820.04
161175	WILSON, CHERYL	UTILITY TAX REBATE	NON-DEPARTMENTAL	35.58
161176	WINELAND, CARL	CDL RENEWAL	WATER DIST MAINS	136.00
161177	WINTER, BEVERLY	UTILITY TAX REBATE	NON-DEPARTMENTAL	40.15
	WINTER, BEVERLY		UTIL ADMIN	60.05
	WINTER, BEVERLY		UTIL ADMIN	223.87
161178	WWCPA	CERTIFICATION RENEWAL - GUNN	WATER DIST MAINS	20.00
161179	ZBIEGIEN, MICHAEL	UTILITY TAX REBATE	NON-DEPARTMENTAL	42.92
161180	ZIPLY FIBER	ACCT #3606575532	OPERA HOUSE	218.27
161181	ZIPLY FIBER	ACCT #3606585292	PERSONNEL ADMINISTRATION	29.02
	ZIPLY FIBER		MUNICIPAL COURTS	116.11
161182	ZIPLY FIBER	ACCT #3606589493	RECREATION SERVICES	38.48
	ZIPLY FIBER		POLICE INVESTIGATION	38.49
161183	ZIPLY FIBER	LOCAL LD LINES	YOUTH SERVICES	8.93
	ZIPLY FIBER		CRIME PREVENTION	8.93
	ZIPLY FIBER		PROPERTY TASK FORCE	8.93
	ZIPLY FIBER		WATER QUAL TREATMENT	8.93
	ZIPLY FIBER		PURCHASING/CENTRAL	8.93
	ZIPLY FIBER		FACILITY MAINTENANCE	8.93
	ZIPLY FIBER		CITY CLERK	17.86

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/22/2023 TO 2/22/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
161183	ZIPLY FIBER	LOCAL LD LINES	SOLID WASTE CUSTOMER	17.86
	ZIPLY FIBER		STORM DRAINAGE	26.79
	ZIPLY FIBER		GIS SERVICES IS	26.79
	ZIPLY FIBER		LEGAL - PROSECUTION	35.72
	ZIPLY FIBER		PARK & RECREATION FAC	35.72
	ZIPLY FIBER		LEGAL-GENL	35.72
	ZIPLY FIBER		GENERAL	35.72
	ZIPLY FIBER		COMMUNITY SERVICES UNIT	44.65
	ZIPLY FIBER		PERSONNEL ADMINISTRATION	53.58
	ZIPLY FIBER		EQUIPMENT RENTAL	62.51
	ZIPLY FIBER		RECREATION SERVICES	71.44
	ZIPLY FIBER		POLICE INVESTIGATION	80.37
	ZIPLY FIBER		UTILITY BILLING	80.37
	ZIPLY FIBER		COMPUTER SERVICES	80.40
	ZIPLY FIBER		FINANCE-GENL	89.30
	ZIPLY FIBER		WASTE WATER TREATMENT	89.30
	ZIPLY FIBER		EXECUTIVE ADMIN	107.16
	ZIPLY FIBER		POLICE ADMINISTRATION	107.16
	ZIPLY FIBER		MUNICIPAL COURTS	116.09
	ZIPLY FIBER		OFFICE OPERATIONS	116.09
	ZIPLY FIBER		UTIL ADMIN	116.09
	ZIPLY FIBER		COMMUNITY	160.74
	ZIPLY FIBER		ENGR-GENL	187.53
	ZIPLY FIBER		DETENTION & CORRECTION	223.25
	ZIPLY FIBER		POLICE PATROL	473.30
161184	ZIPLY FIBER	ACCT #3606594037	CITY HALL	103.11
161185	ZIPLY FIBER	FRONTIER POTS LINES	POLICE ADMINISTRATION	50.36
	ZIPLY FIBER		POLICE PATROL	50.36
	ZIPLY FIBER		COMMUNICATION CENTER	50.36
	ZIPLY FIBER		UTILITY BILLING	50.36
	ZIPLY FIBER		GENERAL	50.36
	ZIPLY FIBER		GOLF ADMINISTRATION	50.36
	ZIPLY FIBER		COMMUNITY	100.72
	ZIPLY FIBER		DETENTION & CORRECTION	100.72
	ZIPLY FIBER		OFFICE OPERATIONS	100.72
	ZIPLY FIBER		GOLF ADMINISTRATION	100.72
	ZIPLY FIBER		CITY HALL	151.10
	ZIPLY FIBER		RECREATION SERVICES	201.45
	ZIPLY FIBER		WASTE WATER TREATMENT	251.81
	ZIPLY FIBER		UTIL ADMIN	251.81

DATE: 2/23/2023
TIME: 9:01:45AM

CITY OF MARYSVILLE
INVOICE LIST
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
			WARRANT TOTAL:	<u><u>2,009,090.96</u></u>
THE HON COMPANY, LLC		CHECK LOST/DAMAGED	VOID 158833	\$62,795.11

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

WARRANT TOTAL:

\$1,946,295.85



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 6, 2023

SUBMITTED BY: Senior Accounting Technician Shannon Early, Finance

ITEM TYPE: Payroll

AGENDA SECTION: **Consent**

SUBJECT: February 24, 2023 Payroll in the Amount of \$1,729,696.46 Paid by EFT Transactions and Check Numbers 34488 through 34504

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 6, 2023

SUBMITTED BY: Accounting Technician Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: March 1, 2023 Claims in the Amount of \$4,564,485.81 Paid by EFT Transactions and Check Numbers 161186 through 161372

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[030123.rtf](#)

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 3/1/2023 TO 3/1/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
161186	FIRST AMERICAN TITLE	CLOSING FUNDS-LONG	GMA - STREET	2,704,049.26
161187	FIRST AMERICAN TITLE	OFFER/DEPOSIT STATE AVE	GMA - STREET	654,841.00
161188	LICENSING, DEPT OF	DRIVING ABSTRACT - HARRIS	PERSONNEL ADMINISTRATION	15.00
	LICENSING, DEPT OF	DRIVING ABSTRACT - SCHWEITZER	PERSONNEL ADMINISTRATION	15.00
161189	REVENUE, DEPT OF	EXCISE TAXES JAN 2023	CITY CLERK	0.62
	REVENUE, DEPT OF		RECREATION SERVICES	0.90
	REVENUE, DEPT OF		POLICE ADMINISTRATION	30.38
	REVENUE, DEPT OF		GOLF ADMINISTRATION	324.20
	REVENUE, DEPT OF		GOLF COURSE	6,455.64
	REVENUE, DEPT OF		STORM DRAINAGE	6,849.54
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	42,633.95
	REVENUE, DEPT OF		UTIL ADMIN	68,996.48
161190	911 SUPPLY INC.	EARPHONES - CREDIT MEMO	POLICE PATROL	-2,406.58
	911 SUPPLY INC.	UNIFORMS, ELTON - CREDIT MEMO	POLICE ADMINISTRATION	-109.39
	911 SUPPLY INC.	UNIFORMS, MOLLE	DETENTION & CORRECTION	-58.36
	911 SUPPLY INC.	UNIFORM, MILLER - CREDIT MEMO	COMMUNITY SERVICES UNIT	-48.14
	911 SUPPLY INC.	UNIFORMS, GIBBS - CREDIT MEMO	DETENTION & CORRECTION	-9.08
	911 SUPPLY INC.	UNIFORMS - LAMOUREUX	POLICE ADMINISTRATION	5.37
	911 SUPPLY INC.	UNIFORMS - GANN	POLICE PATROL	60.18
	911 SUPPLY INC.	UNIFORMS - GLENN	POLICE PATROL	61.27
	911 SUPPLY INC.	UNIFORMS - SAN MIGUEL	POLICE PATROL	165.18
	911 SUPPLY INC.	PATCHES	YOUTH SERVICES	330.30
	911 SUPPLY INC.	UNIFORMS, VASCONI	COMMUNITY SERVICES UNIT	346.77
	911 SUPPLY INC.	UNIFORMS - MILLER	COMMUNITY SERVICES UNIT	488.14
	911 SUPPLY INC.	PATCHES	POLICE PATROL	563.71
	911 SUPPLY INC.	EAR PIECES	POLICE PATROL	1,438.07
	911 SUPPLY INC.	AWARDS FOR BANQUET	POLICE ADMINISTRATION	2,446.22
161191	ACEK9	WATCH DOG SERVICE	K9 PROGRAM	1,408.00
161192	ADAMS, NATHAN	US DISTRICT COURT	POLICE INVESTIGATION	20.00
161193	ALEXANDER PRINTING	BUSINESS CARDS	COMMUNITY CENTER	166.88
	ALEXANDER PRINTING	PRINTING SERVICES	POLICE PATROL	248.33
	ALEXANDER PRINTING	PRINT SERVICES	POLICE PATROL	569.63
161194	ALLEN, DEBBIE E	UTILITY TAX REBATES	NON-DEPARTMENTAL	47.56
161195	AMAZON CAPITAL	DRY ERASE CALENDAR	SOLID WASTE OPERATIONS	-26.15
	AMAZON CAPITAL	DRY ERASE CALENDAR	UTIL ADMIN	-22.95
	AMAZON CAPITAL	12PK SHARPIE MARKERS	GENERAL	9.84
	AMAZON CAPITAL	SUPPLIES	OFFICE OPERATIONS	10.93
	AMAZON CAPITAL		POLICE INVESTIGATION	11.53
	AMAZON CAPITAL		POLICE PATROL	12.02
	AMAZON CAPITAL	CALENDARS, DRY ERASE CALENDARS	TRANSPORTATION	18.58
	AMAZON CAPITAL	CALENDARS, DRY ERASE CALENDARS	SOLID WASTE OPERATIONS	19.67
	AMAZON CAPITAL		UTIL ADMIN	22.95
	AMAZON CAPITAL		SOLID WASTE OPERATIONS	26.15
	AMAZON CAPITAL	STORAGE LATCH BOX	COMPUTER SERVICES	29.53
	AMAZON CAPITAL	SUPPLIES	OFFICE OPERATIONS	32.51
	AMAZON CAPITAL	CALENDARS, DRY ERASE CALENDARS	GENERAL	34.98
	AMAZON CAPITAL	OTTER BOX FOR SURFACE PRO	COMPUTER SERVICES	35.00
	AMAZON CAPITAL	50 FT CABLE	COMPUTER SERVICES	38.18
	AMAZON CAPITAL	CALENDARS, DRY ERASE CALENDARS	UTIL ADMIN	39.34
	AMAZON CAPITAL	LAPTOP RISER STAND & KEYBOARD	ENGR-GENL	39.82
	AMAZON CAPITAL	CALENDARS	UTIL ADMIN	48.00

**CITY OF MARYSVILLE
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161195	AMAZON CAPITAL	CALENDARS, ERASABLE CALENDARS	SOLID WASTE OPERATIONS	49.16
	AMAZON CAPITAL	MISC. OFFICE SUPPLIES	PERSONNEL ADMINISTRATION	52.70
	AMAZON CAPITAL	CAR MOUNT PHONE HOLDERS	SOLID WASTE OPERATIONS	56.49
	AMAZON CAPITAL	SUPPLIES	POLICE PATROL	57.97
	AMAZON CAPITAL		POLICE PATROL	59.04
	AMAZON CAPITAL		OFFICE OPERATIONS	61.68
	AMAZON CAPITAL	OTTER BOX IPHONE CASE	WATER QUAL TREATMENT	70.26
	AMAZON CAPITAL	EMBEDDED SOCIAL WORKER	EMBEDDED SOCIAL WORKER	70.56
	AMAZON CAPITAL	QUIET ROOM SIGN	COMMUNITY EVENTS	97.31
	AMAZON CAPITAL	LAPTOP CHARGING STATION	COMPUTER SERVICES	98.45
	AMAZON CAPITAL	STORAGE BINS	COMPUTER SERVICES	105.14
	AMAZON CAPITAL	CALENDARS, ERASABLE CALENDARS	FACILITY MAINTENANCE	117.72
	AMAZON CAPITAL	SUPPLIES	POLICE INVESTIGATION	118.25
	AMAZON CAPITAL		OFFICE OPERATIONS	134.26
	AMAZON CAPITAL	COUNCIL VOTING BUTTONS	CAPITAL EXPENDITURES	162.35
	AMAZON CAPITAL	SUPPLIES	POLICE PATROL	203.49
	AMAZON CAPITAL		POLICE PATROL	222.62
	AMAZON CAPITAL	TOURNIQUETS	POLICE PATROL	224.82
	AMAZON CAPITAL	SUPPLIES	DETENTION & CORRECTION	256.00
	AMAZON CAPITAL	TOOLS & BULLETIN BOARD	COMPUTER SERVICES	265.44
	AMAZON CAPITAL	FLOOR MATS	UTILITY BILLING	323.47
	AMAZON CAPITAL	SUPPLIES	POLICE INVESTIGATION	406.92
	AMAZON CAPITAL	UNIVERSAL POWER SUPPLIES	CAPITAL EXPENDITURES	413.14
	AMAZON CAPITAL	SUPPLIES	K9 PROGRAM	435.42
	AMAZON CAPITAL	CMA 30 LB BAG	PARK & RECREATION FAC	481.30
	AMAZON CAPITAL	MITEL 6940 PHONE W/HEADSET	GMA-PARKS	491.75
	AMAZON CAPITAL	SUPPLIES	DETENTION & CORRECTION	514.53
	AMAZON CAPITAL	RECEPTION EQUIPMENT-CAMERA MONITOR	CAPITAL EXPENDITURES	574.73
	AMAZON CAPITAL	OPERATING SUPPLIES	COMPUTER SERVICES	624.23
	AMAZON CAPITAL	OFFICE SUPPLIES	COMPUTER SERVICES	1,130.96
	AMAZON CAPITAL	VIDEO EQUIPMENT-COUNCIL CHAMBERS	CAPITAL EXPENDITURES	1,387.99
	AMAZON CAPITAL	LAPTOP CHARGING STATION	COMPUTER SERVICES	1,416.73
161196	ARAMARK UNIFORM	UNIFORM CLEANING	SMALL ENGINE SHOP	6.39
	ARAMARK UNIFORM		SMALL ENGINE SHOP	6.39
	ARAMARK UNIFORM		SMALL ENGINE SHOP	6.39
	ARAMARK UNIFORM		SMALL ENGINE SHOP	6.39
	ARAMARK UNIFORM		EQUIPMENT RENTAL	69.61
	ARAMARK UNIFORM		EQUIPMENT RENTAL	69.61
	ARAMARK UNIFORM		EQUIPMENT RENTAL	69.61
	ARAMARK UNIFORM		EQUIPMENT RENTAL	69.61
	ARAMARK UNIFORM	LINEN SERVICE AT OPERA HOUSE	OPERA HOUSE	167.17
161197	ARCHIVE SOCIAL	SOCIAL MEDIA ARCHIVING RENEWAL	COMPUTER SERVICES	9,635.30
161198	ARROW INSULATION	REFUND - ELECTRICAL PERMIT FEES	COMMUNITY DEVELOPMENT	50.00
161199	BANK OF AMERICA	ADVERTISING/SUPPLIES	MEDICAL CLAIMS	15.70
	BANK OF AMERICA		PERSONNEL ADMINISTRATION	530.70
161200	BANK OF AMERICA	EMPLOYEE APPRECIATION	MEDICAL CLAIMS	68.86
161201	BANK OF AMERICA	EMBEDDED SOCIAL WORKER	EMBEDDED SOCIAL WORKER	499.96
161202	BANK OF AMERICA	POSTAGE/SUPPLIES	COMMUNITY	36.10
	BANK OF AMERICA		COMMUNITY	618.78
161203	BANK OF AMERICA	ROBE CLEANING/SUPPLIES	PROBATION	10.87
	BANK OF AMERICA		MUNICIPAL COURTS	48.03

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161203	BANK OF AMERICA	ROBE CLEANING/SUPPLIES	MUNICIPAL COURTS	71.62
161204	BANK OF AMERICA	MEMBERSHIP RENEWALS	LEGAL-GENL	60.00
	BANK OF AMERICA		LEGAL - PROSECUTION	60.00
161205	BANK OF AMERICA	SUPPLIES	COMMUNITY EVENTS	50.55
161206	BHC CONSULTANTS	PROFESSIONAL SERVICE	SEWER CAPITAL PROJECTS	6,742.50
161207	BIO CLEAN, INC	DECONTAMINATION OF VEHICLE	POLICE PATROL	766.43
161208	BLEASDALE, CLAIR	UTILITY TAX REBATES	NON-DEPARTMENTAL	32.60
161209	BONEY, KAREN		NON-DEPARTMENTAL	112.70
161210	BOTESCH, NASH & HALL	PAYMENT APP #17	CAPITAL EXPENDITURES	2,890.00
161211	BRAY, GARY	UTILITY TAX REBATES	NON-DEPARTMENTAL	89.85
161212	BROOKS, DIANE E	INSTRUCTOR PAYMENT	RECREATION SERVICES	504.00
161213	BUTTERFIELD, CAROLYN	UTILITY BILLING REFUND	GARBAGE	140.48
161214	CAPARAS, NANCY	UTILITY TAX REBATES	NON-DEPARTMENTAL	73.70
161215	CASCADE COLUMBIA	POLY ALUMINUM CHLORIDE	WASTE WATER TREATMENT	15,371.95
	CASCADE COLUMBIA	POLY ALUMINUM CHLORIDE	WASTE WATER TREATMENT	15,892.43
161216	CATHOLIC COMMUNITY	CCS - CHORE SERVICES JANUARY 2023	COMMUNITY	596.52
161217	CBRE, INC-VALUATION	APPRAISAL REPORT, ROADWAYS & DOT	CAPITAL EXPENDITURES	6,500.00
161218	CHRISTOPHERSON, MARK	REFUND - MARTIAL ARTS	PARKS-RECREATION	68.00
	CHRISTOPHERSON, MARK	REFUND - MARTIAL ARTS	PARKS-RECREATION	68.00
161219	COCKRELL & ASSOCIATE	INSURANCE RECOVERY PAYMENT	SURFACE WATER CAPITAL	1,163.65
	COCKRELL & ASSOCIATE		SURFACE WATER CAPITAL	2,835.03
161220	COMCAST	ACCT #8498310020341322	COMPUTER SERVICES	451.33
161221	CONDYLES, PETER	AWC CITY ACTION DAYS	CITY COUNCIL	33.30
	CONDYLES, PETER	EXPENSE REIMBURSEMENT	CITY COUNCIL	282.62
161222	CORE & MAIN LP	2501-5000 ENDPOINTS	METER READING	4,295.16
161223	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	5,620.00
161224	CROW, MARIANNE	UTILITY TAX REBATES	NON-DEPARTMENTAL	123.27
161225	CRYSTAL SPRINGS	WATER SERVICES	POLICE INVESTIGATION	21.00
	CRYSTAL SPRINGS		POLICE PATROL	40.35
	CRYSTAL SPRINGS		DETENTION & CORRECTION	100.00
	CRYSTAL SPRINGS		OFFICE OPERATIONS	100.00
	CRYSTAL SPRINGS		POLICE PATROL	100.00
161226	DAILY JOURNAL OF COM	CALL FOR BIDS PUBLICATIONS	GMA - STREET	777.60
161227	DEATHERAGE, JESSICA	REFUND - TIGER M.A.	PARKS-RECREATION	68.00
161228	DELL	DESKTOPS/LAPTOPS	SEWER LIFT STATION	1,540.00
	DELL		IS REPLACEMENT ACCOUNTS	1,916.46
	DELL		GMA-PARKS	2,350.00
	DELL		GENERAL	2,350.00
	DELL		POLICE INVESTIGATION	2,350.00
	DELL		POLICE INVESTIGATION	2,350.00
	DELL		FACILITY MAINTENANCE	3,665.00
	DELL	POLICE MDCS	POLICE INVESTIGATION	7,817.01
161229	DENNEY, NANCI	PERMIT R4001	GENERAL FUND	500.00
161230	DEYOUNG, THOMAS	UTILITY TAX REBATES	NON-DEPARTMENTAL	121.46
161231	DIETZ, THOMAS	EXAM FEE/APPLICATION FEE	UTIL ADMIN	156.02
161232	DOBBS PETERBILT	WINDSHIELD WIPER SWITCH	ER&R	161.04
	DOBBS PETERBILT		ER&R	161.04
161233	DOG WASTE DEPOT	ROLL BAGS	STORM DRAINAGE	2,911.86
161234	E&E LUMBER	MISC FASTENERS	CIVIC CENTER	3.30
	E&E LUMBER	PICTURE HANGER & WIRE, NAILS	RECREATION SERVICES	8.03
	E&E LUMBER	75' 5/16" G30 CHAIN	POLICE PATROL	10.92

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161250	GRIFFEN, CHRIS	PROFESSIONAL SERVICES	PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
161251	H HESS PAINTING	WASHED/REPAINTED RESTROOM	GMA-PARKS	4,813.60
161252	HAIST, FRED	REFUND VALENTINE'S DANCE	PARKS-RECREATION	20.00
161253	HAMILTON, MICHAEL	UTILITY BILLING REFUND	WATER/SEWER OPERATION	524.40
161254	HANNAHS, JESSE	EXPENSE REIMBURSEMENT	MEDICAL CLAIMS	80.00
161255	HAYDEN, JOYCE	UTILITY TAX REBATES	NON-DEPARTMENTAL	72.34
161256	HDR ENGINEERING	SERVICE PERFORMED	GMA - STREET	1,116.82
	HDR ENGINEERING	SERVICE PERFORMED	GMA - STREET	3,959.47
161257	HENNIG, JEANINE TULL	INSTRUCTOR PAYMENT	RECREATION SERVICES	360.00
161258	HOFFMAN, MARK	REFUND - WONDERLAND CHALLENGE	PARKS-RECREATION	35.00
161259	HOMAGE SENIOR	CDBG - MINOR HOME REPAIR	COMMUNITY	31,606.70
161260	HOME DEPOT PRO	SPRAYERS	SOLID WASTE OPERATIONS	23.24
	HOME DEPOT PRO	MOP WITH HANDLE	CUSTODIAL SERVICES	37.81
	HOME DEPOT PRO	COMMERCIAL DUSTING TOOL	CUSTODIAL SERVICES	81.82
	HOME DEPOT PRO	BLUE NITRILE XL GLOVES	CUSTODIAL SERVICES	120.87
	HOME DEPOT PRO	ALPINE DUST MOP W/ HANDLE	CUSTODIAL SERVICES	151.23
	HOME DEPOT PRO	MICROFIBER CLOTH	CUSTODIAL SERVICES	194.95
	HOME DEPOT PRO	LARGE NITRILE GLOVES	CUSTODIAL SERVICES	241.73
	HOME DEPOT PRO	FINISH BLUE BUCKET W/ LID	CUSTODIAL SERVICES	245.62
	HOME DEPOT PRO	PAPER TOWEL DISPENSER	CUSTODIAL SERVICES	548.66
	HOME DEPOT PRO	ELKAY WATER FILTER 9-1/2"	UTIL ADMIN	1,322.91
161261	HOME DEPOT USA	MOP	CUSTODIAL SERVICES	56.71
	HOME DEPOT USA	MICROFIBER FRAME, QUICK CONNECT	CUSTODIAL SERVICES	73.93
	HOME DEPOT USA	BRUTE CONTAINER	CUSTODIAL SERVICES	90.12
	HOME DEPOT USA	FIRST AID KIT OSHA	ER&R	172.63
	HOME DEPOT USA	FABULOUSO SCREEN	CUSTODIAL SERVICES	287.77
	HOME DEPOT USA	5 TIER - BLACK SHELF	CUSTODIAL SERVICES	317.24
	HOME DEPOT USA	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	594.35
	HOME DEPOT USA	DUST MOP, MAT, WET FLOOR SIGN	ER&R	934.33
	HOME DEPOT USA	WIRE BRUSH, DEGREASER, WIPER POP-UP	ER&R	1,027.77
	HOME DEPOT USA	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	2,321.57
161262	HUGHLEY, AMY	UTILITY TAX REBATE	NON-DEPARTMENTAL	54.53
161263	HUMAN SERVICES	4TH QTR LIQUOR BOARD PROFITS/TAXES	NON-DEPARTMENTAL	5,161.24
161264	IRON MOUNTAIN	10.14 TONS OF 3/4" WASHED	STORM DRAINAGE	212.96
	IRON MOUNTAIN	12.28 TONS OF 3/4" WASHED CHIPS	STORM DRAINAGE	257.90
161265	JAMES, CYNTHIA	REFUND - WINTER WONDERLAND	PARKS-RECREATION	35.00
161266	JEFFERSON, BRENDA	UTILITY TAX REBATES	NON-DEPARTMENTAL	64.13
161267	JOE MYERS CONSTRUCTI	REFUND - ELECTRICAL PERMIT FEES	COMMUNITY DEVELOPMENT	425.00
161268	JOHNSON, MARK	UTILITY TAX REBATES	NON-DEPARTMENTAL	92.96
161269	JONES, MICHIAL	UTILITY TAX REBATE	NON-DEPARTMENTAL	84.59
161270	JUDD & BLACK	REFRIGERATOR	PARK & RECREATION FAC	879.15
161271	JULZ ANIMAL HOUZ	K9 MEALS	K9 PROGRAM	26.71
161272	KIM, JAMIE S.	PROFESSIONAL SERVICES	PUBLIC DEFENSE	300.00
161273	KLEIN, KRISTA & LEVI	UTILITY BILLING REFUND	WATER/SEWER OPERATION	100.00
161274	LAKESIDE INDUSTRIES	ASPHALT	ROADWAY MAINTENANCE	390.56
	LAKESIDE INDUSTRIES		STORM DRAINAGE	390.56
161275	LANDAU ASSOCIATES	ENVIRONMENTAL DUE DILIGENCE	CAPITAL EXPENDITURES	12,250.00
161276	LANG, ROSE MARIE	UTILITY BILLING REFUND	WATER/SEWER OPERATION	52.09
161277	LASTING IMPRESSIONS	UNIFORM - SZECHENYI	PARK & RECREATION FAC	590.69
	LASTING IMPRESSIONS	UNIFORM - SZECHENYI	PARK & RECREATION FAC	1,878.64

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161277	LASTING IMPRESSIONS	CITY LOGO - BRANDED UNIFORMS	COMPUTER SERVICES	2,100.01
161278	LEVEE, NATASHA	REFUND TINY TIGER MARTIAL ARTS	PARKS-RECREATION	68.00
161279	LEYVA, CAROLINA	UTILITY TAX REBATE	NON-DEPARTMENTAL	25.83
161280	LINDSTRAND, STACI	REFUND PERMIT CHARGES	GENERAL FUND	500.00
161281	LOWE'S HOME CENTERS	REIMBURSEMENT - LOWE'S HOME CENTER	RISK MANAGEMENT	71,484.33
161282	LOWES HIW INC	HOOKS, EXTENSION CORDS	SOLID WASTE OPERATIONS	1,562.20
161283	MARRERO, HELEN	UTILITY TAX REBATE	NON-DEPARTMENTAL	53.22
161284	MARYSVILLE, CITY OF	UTILITY SERVICE	SEWER LIFT STATION	63.22
	MARYSVILLE, CITY OF		AFFORDABLE HOUSING	115.74
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	120.88
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	140.34
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	151.49
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	296.49
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	299.21
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	1,847.56
161285	MARYSVILLE, CITY OF	COMEFORD PARK IRRIGATION UPGRADE	PARK & RECREATION FAC	2,670.00
161286	MCWETHY, LUCAS	PROFESSIONAL SERVICE	PUBLIC DEFENSE	300.00
	MCWETHY, LUCAS		PUBLIC DEFENSE	300.00
	MCWETHY, LUCAS		PUBLIC DEFENSE	300.00
	MCWETHY, LUCAS		PUBLIC DEFENSE	300.00
	MCWETHY, LUCAS		PUBLIC DEFENSE	300.00
161287	MENNIE, CONNIE	MATERIAL FOR PROJECT PLANNING	EXECUTIVE ADMIN	8.21
	MENNIE, CONNIE		EXECUTIVE ADMIN	39.37
161288	MIRANDA, PATRICIA	UTILITY TAX REBATE	NON-DEPARTMENTAL	90.43
161289	MISHLER, MATTHEW	EVOC INSTRUCTOR	POLICE PATROL	324.50
161290	MIZELL, TARA	REFUND - FUSED GLASS	PARKS-RECREATION	12.00
161291	MOHAMED, NASHUA	INSTRUCTOR PAYMENT	RECREATION SERVICES	90.00
161292	MOTOROLA	BATTERIES	POLICE PATROL	5,218.05
161293	NAPA AUTO PARTS	DEF FLUID	SOLID WASTE OPERATIONS	1,325.05
	NAPA AUTO PARTS		SOLID WASTE OPERATIONS	1,325.05
161294	NEHRING, JON	AWC CITY ACTION DAYS	EXECUTIVE ADMIN	33.30
161295	NELSON PETROLEUM	BULK POWER TRAN FLUID	ER&R	724.77
161296	NELSON, DENICE	UTILITY TAX REBATE	UTIL ADMIN	60.05
	NELSON, DENICE		NON-DEPARTMENTAL	83.06
	NELSON, DENICE		UTIL ADMIN	223.87
161297	NGUYEN, RANG KIM		NON-DEPARTMENTAL	117.35
161298	NIEDERHAUSER, KAY	REFUND - TAI CHI	PARKS-RECREATION	68.00
161299	NORTH COAST ELECTRIC	COILS FOR AERATOR CABINETS	WASTE WATER TREATMENT	514.95
161300	O'NEAL, COLLEEN	REFUND FATHER-DAUGHTER DANCE	PARKS-RECREATION	20.00
161301	ODP BUSINESS SOLUTIO	SUPPLIES	POLICE PATROL	21.87
	ODP BUSINESS SOLUTIO	OFFICE SUPPLIES	UTILITY BILLING	34.89
	ODP BUSINESS SOLUTIO	SUPPLIES	POLICE PATROL	49.23
	ODP BUSINESS SOLUTIO		POLICE PATROL	70.04
	ODP BUSINESS SOLUTIO		POLICE PATROL	98.12
	ODP BUSINESS SOLUTIO		OFFICE OPERATIONS	303.27
	ODP BUSINESS SOLUTIO	OFFICES SUPPLIES	PERSONNEL ADMINISTRATION	460.83
161302	OTAK	SERVICES PERFORMED	GMA - STREET	3,082.00
161303	OUTBACK STEAKHOUSE	POLICE AWARDS BANQUET	MEDICAL CLAIMS	113.32
	OUTBACK STEAKHOUSE		MEDICAL CLAIMS	1,089.62
161304	OZIAS, JENNIFER	REFUND - FUN & FITNESS	PARKS-RECREATION	68.00
161305	PGC INTERBAY LLC	REIMBURSEMENT FOR GOLF	MAINTENANCE	109.40

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161305	PGC INTERBAY LLC	REIMBURSEMENT FOR GOLF COURSE	PRO-SHOP	160.73
	PGC INTERBAY LLC		PRO-SHOP	303.05
	PGC INTERBAY LLC		PRO-SHOP	632.97
	PGC INTERBAY LLC		MAINTENANCE	751.12
	PGC INTERBAY LLC		PRO-SHOP	1,167.74
	PGC INTERBAY LLC		MAINTENANCE	1,570.12
	PGC INTERBAY LLC		PRO-SHOP	1,750.00
	PGC INTERBAY LLC		MAINTENANCE	2,449.15
	PGC INTERBAY LLC		GOLF COURSE	3,629.05
	PGC INTERBAY LLC	PAYROLL REIMBURSEMENT	PRO-SHOP	9,027.82
	PGC INTERBAY LLC		MAINTENANCE	15,412.71
161306	PITTMAN, WILLIAM D	OVERCHARGED ON FINGERPRINTING	GENERAL FUND	10.00
161307	POINT ROBERTS PRESS	ADVERTISING IN WEDDING MAGAZINE	OPERA HOUSE	125.00
161308	POSTAL SERVICE	PERMIT #80 STANDARD MAIL	RECREATION SERVICES	6,032.26
161309	POTTS, JASON	MEAL REIMBURSEMENT	SOLID WASTE OPERATIONS	74.96
161310	PRI MANAGEMENT GROUP	TRAINING REGISTRATIONS	POLICE TRAINING-FIREARMS	1,900.00
161311	PUBLIC SAFETY TESTIN	POLICE ADD-ON'S	POLICE ADMINISTRATION	66.00
	PUBLIC SAFETY TESTIN		POLICE PATROL	253.00
161312	PUD	117 BEACH AVE OLD EMISSIONS B	PARK & RECREATION FAC	218.38
161313	PUD	ACCT #205136245	SEWER LIFT STATION	14.84
	PUD	ACCT #202461034	UTIL ADMIN	21.00
	PUD	ACCT #221100092	GMA - STREET	22.84
	PUD	ACCT #202031134	PUMPING PLANT	23.05
	PUD	ACCT #202476438	SEWER LIFT STATION	28.57
	PUD	ACCT #201668043	PARK & RECREATION FAC	32.72
	PUD	ACCT #201065281	PARK & RECREATION FAC	33.31
	PUD	ACCT #223521238	SURFACE WATER CAPITAL	34.12
	PUD	ACCT #201672136	SEWER LIFT STATION	34.21
	PUD	ACCT #201610185	TRANSPORTATION	34.39
	PUD	ACCT #202178158	SEWER LIFT STATION	38.16
	PUD	ACCT #202368536	TRANSPORTATION	46.23
	PUD	ACCT #202794657	TRANSPORTATION	46.34
	PUD	ACCT #202140489	TRANSPORTATION	48.33
	PUD	ACCT #202102190	TRANSPORTATION	55.94
	PUD	ACCT #202368544	TRANSPORTATION	56.72
	PUD	ACCT #220792733	STREET LIGHTING	57.78
	PUD	ACCT #203005160	STREET LIGHTING	58.10
	PUD	ACCT #203430897	STREET LIGHTING	59.10
	PUD	ACCT #202694337	TRANSPORTATION	59.57
	PUD	ACCT #200571842	TRANSPORTATION	62.55
	PUD	ACCT #223514563	TRANSPORTATION	64.73
	PUD	ACCT #200827277	TRANSPORTATION	67.86
	PUD	ACCT #202288585	TRANSPORTATION	70.68
	PUD	ACCT #221636772	NON-DEPARTMENTAL	71.59
	PUD	ACCT #222871949	PARK & RECREATION FAC	80.24
	PUD	ACCT #202143111	TRANSPORTATION	85.65
	PUD	ACCT #202557450	STREET LIGHTING	87.53
	PUD	ACCT #200084036	TRANSPORTATION	91.16
	PUD	ACCT #203231006	TRANSPORTATION	94.13
	PUD	ACCT #220761803	OPERA HOUSE	100.64
	PUD	ACCT #201670890	TRANSPORTATION	103.25

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161313	PUD	ACCT #202524690	PUMPING PLANT	105.44
	PUD	ACCT #202463543	SEWER LIFT STATION	113.98
	PUD	ACCT #202490637	SEWER LIFT STATION	128.80
	PUD	ACCT #202368551	PARK & RECREATION FAC	134.87
	PUD	ACCT #202294336	STREET LIGHTING	139.48
	PUD	ACCT #205237738	TRAFFIC CONTROL DEVICES	142.15
	PUD	ACCT #220838882	TRAFFIC CONTROL DEVICES	148.58
	PUD	ACCT #202572327	STREET LIGHTING	152.58
	PUD	ACCT #205239270	TRAFFIC CONTROL DEVICES	163.05
	PUD	ACCT #202030078	TRANSPORTATION	169.41
	PUD	ACCT #202689105	WASTE WATER TREATMENT	169.45
	PUD	ACCT #220731285	STREET LIGHTING	183.20
	PUD	ACCT #203223458	PARK & RECREATION FAC	187.07
	PUD	ACCT #202000329	PARK & RECREATION FAC	202.80
	PUD	ACCT #222025900	PUMPING PLANT	239.40
	PUD	ACCT #202309720	TRAFFIC CONTROL DEVICES	278.79
	PUD	ACCT #200070449	TRANSPORTATION	287.65
	PUD	ACCT #201247699	STREET LIGHTING	314.06
	PUD	ACCT #202426482	PUBLIC SAFETY BLDG	326.52
	PUD	ACCT #221192545	PUBLIC SAFETY BLDG	334.82
	PUD	ACCT #201021607	PARK & RECREATION FAC	344.36
	PUD	ACCT #200625382	SEWER LIFT STATION	462.86
	PUD	ACCT #202499489	COMMUNITY EVENTS	570.17
	PUD	ACCT #201021698	PARK & RECREATION FAC	585.03
	PUD	ACCT #202689287	WASTE WATER TREATMENT	898.46
	PUD	ACCT #200223857	PARK & RECREATION FAC	1,022.41
	PUD	ACCT #200586485	SEWER LIFT STATION	1,299.81
	PUD	SIGNAL CABINET/RISER PAD	GMA - STREET	6,341.00
	PUD	ACCT #223003021	CAPITAL EXPENDITURES	11,568.89
161314	PUGET SOUND SECURITY	JAIL KEYS	DETENTION & CORRECTION	227.99
161315	RAILROAD MANAGEMENT	LICENSE 300560	UTIL ADMIN	344.67
161316	RAIN FOR RENT	PUMP RENTAL/ FEES/SERVICE	STORM DRAINAGE	4,479.22
161317	RESTORICAL RESEARCH	INSURANCE RECOVERY PAYMENT	SURFACE WATER CAPITAL	1,163.65
161318	RH2 ENGINEERING INC	PROFESSIONAL SERVICES	SEWER CAPITAL PROJECTS	4,680.75
161319	RSG ABATEMENT & DEMO	RELEASE OF PROJECT RETAINAGE	GMA-PARKS	1,036.00
161320	SAFEWAY INC.	INMATE MEDICATIONS	DETENTION & CORRECTION	15.59
	SAFEWAY INC.	INMATE MEDICATION	DETENTION & CORRECTION	17.71
	SAFEWAY INC.	INMATE MEALS	DETENTION & CORRECTION	35.35
161321	SAIKI, MICHAEL	REFUND - TIA CHI	PARKS-RECREATION	68.00
161322	SANDHAR, RAJWANT	UTILITY TAX REBATE	NON-DEPARTMENTAL	16.86
161323	SANMIGUEL, SHELLEY	BOLA WRAP MASTER SCHOOL	POLICE TRAINING-FIREARMS	165.50
161324	SCCFOA	ANNUAL DUES	FINANCE-GENL	30.00
	SCCFOA	SCCFOA MEETING	FINANCE-GENL	40.00
	SCCFOA		CITY CLERK	40.00
161325	SCHMIDT, WILMA	UTILITY TAX REBATE	NON-DEPARTMENTAL	40.09
	SCHMIDT, WILMA		UTIL ADMIN	60.05
	SCHMIDT, WILMA		UTIL ADMIN	223.87
161326	SCHROEDER, BARBARA		NON-DEPARTMENTAL	40.69
161327	SCHUELLER, MAGGIE	REFUND - SOCCER	PARKS-RECREATION	75.00
	SCHUELLER, MAGGIE		PARKS-RECREATION	75.00
161328	SCORE	INMATE HOUSING	DETENTION & CORRECTION	8,682.66

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 3/1/2023 TO 3/1/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
161329	SHAIKH, AUDREY DAWN	UTILITY BILLING REFUND	GARBAGE	321.30
161330	SHIRI-WASTO, MAUREEN	REFUND MARTIAL ARTS	PARKS-RECREATION	68.00
161331	SMITH, CRISTIE	REFUND - WINTER WONDERLAND	PARKS-RECREATION	35.00
161332	SNO CO SHERIFF & POL	DUES TO SCSPCA	POLICE ADMINISTRATION	75.00
161333	SNO CO TREASURER	INMATE HOUSING JAN 2023	DETENTION & CORRECTION	75,661.77
161334	SSG MINERAL RESOURCE	10 YARDS OF MUD	STORM DRAINAGE	120.00
161335	STANDISH, JULIE	REFUND FOR STANDISH FOOT CARE	PARKS-RECREATION	35.00
161336	STAPLES	KEY TAGS	COMMUNITY EVENTS	11.80
161337	STARK, JUDY	UTILITY TAX REBATE	NON-DEPARTMENTAL	33.43
161338	STERICYCLE, INC.	CREDIT MEMO - OVERCHARGED	LEGAL - PROSECUTION	-11.20
	STERICYCLE, INC.		EXECUTIVE ADMIN	-11.19
	STERICYCLE, INC.	MONTHLY SHREDDING SERVICE	EXECUTIVE ADMIN	22.39
	STERICYCLE, INC.		LEGAL - PROSECUTION	22.39
	STERICYCLE, INC.	SHREDDING SERVICES	POLICE PATROL	82.43
161339	SUMMIT LAW GROUP	LABOR RELATIONS	PERSONNEL ADMINISTRATION	483.00
161340	TAYLOR, DANIEL	BASKETBALL REFEREES	RECREATION SERVICES	2,880.00
161341	THOMS, ROBERT	UTILITY BILLING REFUND	WATER/SEWER OPERATION	13.68
161342	TRANSPO GROUP	SERVICE PERFORMED	GMA - STREET	619.51
161343	TRILOGY MEDWASTE	REMOVAL OF MEDICAL WASTE	DETENTION & CORRECTION	89.90
161344	TYLER TECHNOLOGIES	MUNIS STREAM DOCUMENT SYSTEM	COMPUTER SERVICES	28,225.20
161345	ULINE	STEEL DRUM, TRASH DOME, TRASH PICKER	PARK & RECREATION FAC	3,930.37
161346	UNITED RENTALS	CONTAINER RENTAL	PARK & RECREATION FAC	121.72
161347	USDA-APHIS-WILDLIFE	CREDIT	STORM DRAINAGE	-205.55
	USDA-APHIS-WILDLIFE	PERSONNEL COMP/PROGRAM SUPPORT	STORM DRAINAGE	454.68
161348	VERIZON	WIRELESS SERVICE	PURCHASING/CENTRAL	30.20
	VERIZON		SEWER MAIN COLLECTION	40.01
	VERIZON		EQUIPMENT RENTAL	83.18
	VERIZON		PERSONNEL ADMINISTRATION	125.76
	VERIZON		CITY CLERK	172.68
	VERIZON		WATER QUAL TREATMENT	187.07
	VERIZON		OFFICE OPERATIONS	212.75
	VERIZON		FACILITY MAINTENANCE	273.77
	VERIZON		FINANCE-GENL	333.70
	VERIZON		COMMUNITY SERVICES UNIT	338.45
	VERIZON		MUNICIPAL COURTS	344.75
	VERIZON		WATER SUPPLY MAINS	400.16
	VERIZON		POLICE INVESTIGATION	419.20
	VERIZON		EXECUTIVE ADMIN	422.29
	VERIZON		PARK & RECREATION FAC	441.21
	VERIZON		RECREATION SERVICES	441.21
	VERIZON		SOLID WASTE CUSTOMER	444.22
	VERIZON		SEWER MAIN COLLECTION	498.71
	VERIZON		DETENTION & CORRECTION	501.13
	VERIZON		POLICE ADMINISTRATION	608.69
	VERIZON		COMMUNITY	656.59
	VERIZON		STORM DRAINAGE	666.19
	VERIZON		GENERAL	937.16
	VERIZON		COMPUTER SERVICES	1,024.46
	VERIZON		ENGR-GENL	1,743.07
	VERIZON		LEGAL-GENL	1,765.37
	VERIZON		UTIL ADMIN	2,314.50

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 3/1/2023 TO 3/1/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
161348	VERIZON	WIRELESS SERVICE	POLICE PATROL	2,989.18
161349	WABO	BUILDING DIVISION TRAINING CLASSES	COMMUNITY	1,750.00
161350	WAGNER, KELLY	REFUND - MARTIAL ARTS	PARKS-RECREATION	68.00
161351	WARD, DANIEL	BOLA WRAP MASTER INSTRUCTOR	POLICE TRAINING-FIREARMS	165.50
161352	WASTE MANAGEMENT	YARD/RECYCLING SERVICE	RECYCLING OPERATION	518,366.34
161353	WATCH SYSTEMS	RSO MAILING	POLICE INVESTIGATION	138.53
161354	WATERSHED, INC	UNIFORM COATS	POLICE PATROL	7,759.09
161355	WAXIE SANITARY SUPPLY	WAXIE MIL BLACK, WYPALL SHOP-PRO	PARK & RECREATION FAC	1,705.72
161356	WEEKS, BRADLEY J	INSTRUCTOR PAYMENT	RECREATION SERVICES	201.60
161357	WHISTLE WORKWEAR	2023 UNIFORM - PANTS - HUDON	GENERAL	108.78
	WHISTLE WORKWEAR	2023 UNIFORM - BOOTS - MARTINSON	UTIL ADMIN	108.79
	WHISTLE WORKWEAR	2023 UNIFORM -	UTIL ADMIN	133.50
	WHISTLE WORKWEAR	2023 UNIFORM - PANTS - MECHLING	GENERAL	133.50
	WHISTLE WORKWEAR	2023 UNIFORM - PANTS - REILLY	UTIL ADMIN	133.50
	WHISTLE WORKWEAR	2023 UNIFORM - BOOTS - JESSEN	UTIL ADMIN	136.46
	WHISTLE WORKWEAR	2023 UNIFORM - BOOTS - MECHLING	GENERAL	158.25
	WHISTLE WORKWEAR	2023 UNIFORM - PANTS - WARD	UTIL ADMIN	163.17
	WHISTLE WORKWEAR	2023 UNIFORM - BOOTS - MECHLING	GENERAL	173.08
	WHISTLE WORKWEAR	2023 UNIFORM - DIETZ	UTIL ADMIN	178.01
	WHISTLE WORKWEAR	2023 UNIFORM - BOOTS - REILLY	UTIL ADMIN	178.03
	WHISTLE WORKWEAR	2023 UNIFORM - BOOTS - HUDON	GENERAL	182.97
	WHISTLE WORKWEAR	2023 UNIFORM - BOOTS - BRYANT	UTIL ADMIN	200.00
	WHISTLE WORKWEAR	2023 UNIFORM - BOOTS - CALLAHAN	GENERAL	200.00
	WHISTLE WORKWEAR	2023 UNIFORM - BOOTS - DIETZ	UTIL ADMIN	200.00
	WHISTLE WORKWEAR	2023 UNIFORM - BOOTS - REMIE	GENERAL	200.00
	WHISTLE WORKWEAR	2023 UNIFORM - BOOTS - WARD	UTIL ADMIN	200.00
	WHISTLE WORKWEAR	2023 UNIFORM - PANTS - JESSEN	UTIL ADMIN	200.00
	WHISTLE WORKWEAR	2023 UNIFORM - PANTS - MARTINSON	UTIL ADMIN	209.66
161358	WILLIAMS, ELIZABETH	REFUND SUPERHERO DANCE	PARKS-RECREATION	20.00
161359	WOODBURY, VIOLET	UTILITY TAX REBATE	NON-DEPARTMENTAL	42.05
161360	WPTA	WPTA DUES - RYAN	FINANCE-GENL	50.00
161361	YATTAW, MELISA	REFUND VALENTINE DANCE	PARKS-RECREATION	20.00
161362	YOUNG, MICHAEL	IACP SAFETY/WELLNESS/FRW TOUR	POLICE INVESTIGATION	315.00
161363	ZIONS BANK	CUSTODIAN/SAFEKEEPING	FINANCE-GENL	460.00
	ZIONS BANK		ENTERPRISE D/S	460.00
161364	ZIPLY FIBER	ACCT #3606512517	STREET LIGHTING	61.38
161365	ZIPLY FIBER	ACCT# 3606515087	PARK & RECREATION FAC	98.03
161366	ZIPLY FIBER	ACCT #3606519123	WATER FILTRATION PLANT	123.40
161367	ZIPLY FIBER	ACCT #3606577495	STREET LIGHTING	61.38
161368	ZIPLY FIBER	ACCT #3606583635	UTIL ADMIN	37.38
	ZIPLY FIBER		COMMUNITY	37.38
161369	ZIPLY FIBER	ACCT #3606588575	STORM DRAINAGE	75.57
161370	ZIPLY FIBER	ACCT #3606596212	MAINT OF GENL PLANT	82.04
161371	ZUEHL, WANDA	UTILITY TAX REBATES	NON-DEPARTMENTAL	42.24
161372	ZWIERS, ANNA	UTILITY TAX REBATE	NON-DEPARTMENTAL	84.86

DATE: 3/2/2023
TIME: 10:48:14AM

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 3/1/2023 TO 3/1/2023

PAGE: 11

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
			WARRANT TOTAL:	<u><u>4,564,485.81</u></u>

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

WARRANT TOTAL:

\$4,564,485.81



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 6, 2023

SUBMITTED BY: Administrative Services Supervisor Shelli Edwards, Public Works

ITEM TYPE: Agreement

AGENDA SECTION: **Review Bids**

SUBJECT: Contract Award - Comeford Park Landscaping Project

SUGGESTED ACTION:

Recommended Motion: I move to authorize the Mayor to award and execute the contract for the Comeford Park Landscaping Project to W Business Solutions LLC, dba Transblue, in the amount of \$142,093.74 including Washington State Sales Tax, and approve a management reserve of \$14,209.37 for a total allocation of \$156,303.11.

SUMMARY:

The Comeford Park Landscaping Project includes the removal and reinstallation of lawn, design and installation of irrigation, and construction of block and cast-in-place landscaping walls. An optional bid additive to install conduit and junction boxes without wiring is also included.

Bids for the project were solicited through the City’s small works roster (MRSC) with a February 10, 2023 bid deadline. The City received 2 bids as shown on the attached bid tabulation. The low bidder was W Business Solutions LLC, dba Transblue, at \$135,120.04 for the base bid and the bid additive was an additional \$6,973.70, including sales tax. The combined bid total was \$142,093.74.

Staff have checked references and recommend award of the contract in the amount of \$142,093.74 (combined bid total). Staff also requests approval of a 10% management reserve, or \$14,209.37, for a total allocation of \$156,303.11.

ATTACHMENTS:

[Bid Tab-signed.pdf](#)

[Marysville Comeford Park Landscaping P2301-signed.pdf](#)

Comeford Park Landscapint (P2301)

MRSC Roster - Vegetation Work – Landscape Improvements (Not Maintenance)

Bid Submittal Deadline 2/10/2023

Item No.	Specification	Qty.	Unit	Bid Item Description	Engineer's Estimate		Transblue		Excavation West	
					Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
<i>Base Bid</i>										
1	SS 1-08.3(2)B	1	LS	Type A Progress Schedule	\$ 250.00	\$ 250.00	\$ 500.00	\$ 500.00	\$ 150.00	\$ 150.00
2	SP 1-04.4(1)	1	EST	Minor Changes	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
3	SP 1-05.18	1	LS	Record Drawings (Minimum Bid \$500)	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
4	SS 1-09.7	1	LS	Mobilization	\$ 6,000.00	\$ 6,000.00	\$ 12,000.00	\$ 12,000.00	\$ 11,110.00	\$ 11,110.00
5	SS 1-10.5(1)	1	LS	Project Temporary Traffic Control	\$ 1,500.00	\$ 1,500.00	\$ 5,000.00	\$ 5,000.00	\$ 3,200.00	\$ 3,200.00
6	SS 2-01.5	1	LS	Clearing and Grubbing	\$ 13,500.00	\$ 13,500.00	\$ 5,000.00	\$ 5,000.00	\$ 66,570.00	\$ 66,570.00
7	SP 2-02.5	1	LS	Removal of Structures and Obstructions	\$ 6,250.00	\$ 6,250.00	\$ 11,900.00	\$ 11,900.00	\$ 4,230.00	\$ 4,230.00
8	SP 6-11.5	117	SF	Concrete Seatwall	\$ 150.00	\$ 17,550.00	\$ 180.00	\$ 21,060.00	\$ 179.83	\$ 21,040.00
9	SS 8-01.5	1	LS	Erosion Control and Water Pollution Prevention	\$ 2,500.00	\$ 2,500.00	\$ 10,000.00	\$ 10,000.00	\$ 6,550.00	\$ 6,550.00
10	SS 8-02.5	5,084	SY	Topsoil Type A	\$ 4.50	\$ 22,878.00	\$ 4.91	\$ 24,962.44	\$ 5.87	\$ 29,843.08
11	SP 8-02.5	20	CY	Additional Topsoil Type A	\$ 55.00	\$ 1,100.00	\$ 150.00	\$ 3,000.00	\$ 43.00	\$ 860.00
12	SP 8-02.5	4,811	SY	Seeded Lawn Installation	\$ 2.00	\$ 9,622.00	\$ 0.51	\$ 2,453.61	\$ 0.80	\$ 3,848.80
13	SP 8-02.5	273	SY	Bark Mulch or Wood Chip Mulch Rings	\$ 4.50	\$ 1,228.50	\$ 16.48	\$ 4,499.04	\$ 4.70	\$ 1,283.10
14	SP 8-03.5	1	LS	Irrigation System	\$ 29,000.00	\$ 29,000.00	\$ 12,600.00	\$ 12,600.00	\$ 25,000.00	\$ 25,000.00
15	SP 8-24.2	53	SF	Interlocking Modular Block Wall	\$ 135.00	\$ 7,155.00	\$ 95.00	\$ 5,035.00	\$ 122.00	\$ 6,466.00
<i>Sub-Total Base Bid</i>						\$ 124,033.50		\$ 123,510.09		\$ 185,650.98
<i>Sales Tax (Rule 171, 9.4%)</i>						\$ 11,659.15		\$ 11,609.95		\$ 17,451.19
TOTAL BASE BID						\$ 135,692.65		\$ 135,120.04		\$ 203,102.17
<i>Bid Additive</i>										
1A	SP 8-20.5	1,025	LF	Conduit Pipe 2 In. Diam.	\$ 41.00	\$ 42,025.00	\$ 6.08	\$ 6,232.00	\$ 7.75	\$ 7,943.75
2A	SP 8-20.5	15	LF	Conduit Pipe 3 In. Diam.	\$ 41.00	\$ 615.00	\$ 9.50	\$ 142.50	\$ 34.65	\$ 519.75
<i>Sub-Total Base Bid</i>						\$ 42,640.00		\$ 6,374.50		\$ 8,463.50
<i>Sales Tax (Rule 171, 9.4%)</i>						\$ 4,008.16		\$ 599.20		\$ 795.57
TOTAL BID ADDITIVE						\$ 46,648.16		\$ 6,973.70		\$ 9,259.07
<i>Total Bid</i>										
<i>Sub-Total Bid (Base Bid + Bid Additive)</i>						\$ 166,673.50		\$ 129,884.59		\$ 194,114.48
<i>Sales Tax (Rule 171, 9.4%)</i>						\$ 15,667.31		\$ 12,209.15		\$ 18,246.76
TOTAL BID						\$ 182,340.81		\$ 142,093.74		\$ 212,361.24
<i>Management Reserve (10% of Total)</i>										
Base Bid Management Reserve								\$ 13,512.00		
Bid Additive Management Reserve								\$ 697.37		
<i>Total Management Reserve</i>								\$ 14,209.37		
TOTAL AUTHORIZATION								\$ 156,303.11		



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

SMALL PUBLIC WORKS CONTRACT

THIS SMALL PUBLIC WORKS CONTRACT (the “Contract”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (the “City”), and W Business Solutions LLC, ~~DBA~~ ^{NV} Transblue, a limited liability corporation, organized under the laws of the state of ~~WA~~, located and doing business at A19916 Old Owen Rd #252, Monroe, WA 98272 (the “Contractor”).

WHEREAS, the City desires remove and reinstall of lawn, design and install irrigation, construct of block and cast-in-place landscaping walls, and install conduit and junction boxes at Comeford Park; and

WHEREAS, the Contractor represents that it is qualified and possesses sufficient skills and the necessary capabilities to perform, carry out, and complete the project and submitted a bid, proposal, or quote to the City to carry out the project; and

WHEREAS, the Contractor and the City desire to enter into this Contract for completion of the project in accordance with the terms and conditions of this Contract;

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

1. Scope of Work—the Project.

The Contractor shall perform, carry out, and complete the Comeford Park Landscaping Project (the “Project”) more fully described in **EXHIBIT A** which is attached hereto and incorporated by this reference. Exhibit A may reference or include a description of the Project, the Contractor’s bid/proposal, plans, drawings, or technical specifications (collectively, with this Contract, the “Contract Documents”).

2. Term of Contract.

The term of this Contract shall commence upon full execution of this Contract by the City and the Contractor and shall terminate upon final payment by the City to the Contractor, unless sooner terminated by either party under Section 8 or another applicable provision of the Contract. The Project shall be completed no later than 50 working days following the City issuing the Notice to Proceed.

3. Commencement of Work.

The Contractor shall not commence any work under this Contract until the City issues a Notice to Proceed. The City will not issue a Notice to Proceed until the Contractor satisfies the following conditions:

- a. The Contract has been signed and fully executed by the parties.
- b. The Contractor has provided the City with satisfactory documentation that the Contractor is licensed and bonded as a contractor in the State of Washington.

- c. The Contractor has obtained a City of Marysville Business License and a State of Washington Unified Business Identifier number.
- d. The Contractor has provided the City with satisfactory documentation that it has industrial insurance coverage as required by Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW.
- e. The Contractor has provided the City with satisfactory documentation that it is not disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- f. The Contractor has provided the City with all certificates of insurance required under Section 13.

The Contractor must satisfy the proceeding conditions within fourteen (14) calendar days of the City providing the Contractor notice of the award of the Contract. The Contractor shall commence work on the Project within seven (7) calendar days of the City issuing the Notice to Proceed.

4. Payment for Project.

a. Total Contract Sum for the Project. The City shall pay the Contractor, for satisfactory completion of the Project, a Total Contract Sum not to exceed one hundred forty two thousand ninety three dollars and seventy four cents (\$142,093.74) including all applicable Washington State Sales Tax. The Total Contract Sum includes all expenses and costs incurred in planning, designing, and constructing the Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project in conformance with the Contract Documents.

b. Statement of Intent to Pay Prevailing Wages. The City will not make any payment to the Contractor prior to receiving a copy of Contractor's Intent to Pay Prevailing Wages (or a Combined Intent/Affidavit if approved by the City).

c. Payments. The City will only pay the Contractor for satisfactorily completed work on the Project within the scope of the Contract Documents. Progress payments shall be based on the timely submittal by the Contractor of an invoice in a form acceptable to the City. The form shall be appropriately completed and signed by the Contractor. Invoices not signed and/or completed shall be considered incomplete and ineligible for payment consideration. The City shall initiate authorization for payment after receipt of a satisfactorily completed invoice form and shall make payment to the Contractor within approximately thirty (30) calendar days thereafter. Progress payments shall be subject to retainage in accordance with subsection 7(b) below.

d. Withholding for Defective or Unauthorized Work. The City reserves the right to withhold payment from the Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of the Contract Documents; and extra work and materials furnished without the City's written approval. If, during the course of the Contract, the work rendered does not meet the

requirements set forth in the Contract Documents, the Contractor shall correct or modify the work to comply with the requirements of the Contract Documents. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract Documents. The City's decision not to, or failure to, withhold payment shall not constitute a waiver of the City's right to final inspection and acceptance of the Project.

e. Final Acceptance. Final Acceptance of the Project is determined when the Project is accepted by the Public Works Director or designee as being one hundred percent (100%) complete.

f. Final Payment: Waiver of Claims. The Contractor must request all changes and equitable adjustments, as provided for in Section 6, prior to seeking final payment. The Contractor's acceptance of final payment shall constitute a waiver of the Contractor's claims, except those previously and properly made and identified by the Contractor as unsettled at the time final payment is made and accepted.

g. Maintenance and Inspection of Financial Records. The Contractor shall maintain reasonable books, accounts, records, documents, and other evidence pertaining to the costs and expenses incurred and the consideration paid under this Contract, in accordance with reasonable and customary accepted accounting practices. All such records and accounts shall be subject to inspection and audit by representatives of City and the Washington State Auditor at all reasonable times and the Contractor shall provide the City copies upon request. The Contractor shall preserve and make available all such records and accounts for a period of three (3) years after final payment under this Contract.

5. Time is of the Essence/Liquidated Damages.

Time is of the essence in the performance of this Contract. The Contractor shall diligently pursue the Project work to physical completion by the date specified in Section 2. If said work is not completed within the time specified, the City will suffer harm, and the Contractor agrees to pay the City, as liquidated damages and for each and every calendar day said work remains uncompleted after expiration of the specified time, the sum set forth in Section 1-08.9 of the most recent edition of the WSDOT Standard Specifications for Road, Bridge, and Municipal Construction, published by the Washington State Department of Transportation and incorporated herein by this reference. This amount shall be fixed as liquidated damages that the City will suffer by reason of such delay and not as a penalty. The City will have the right to deduct and retain the amount of liquidated damages from any amounts due or to become due to the Contractor. The Contractor shall not be liable for liquidated damages if the delay was due to causes not reasonably foreseeable to the parties at the time of contracting or causes that are entirely beyond the control and without the fault or negligence of the Contractor.

6. Changes.

The City may issue a written change order for any change in the work specified in the Contract Documents during the performance of the Contract. If the Contractor determines, for any reason, that a change order is necessary, the Contractor must submit a written change order request

to the City's Contract Representative within fourteen (14) calendar days of the date the Contractor knew or should have known of the facts and events giving rise to the requested change. If the Contractor fails to request a change order within the time specified in this paragraph, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the Project.

If the City determines that the change order increases or decreases the Contractor's costs or time for completion, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order.

The Contractor accepts all requirements of a change order by (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting it within five (5) business days. A change order that is accepted by the Contractor as provided in this section shall constitute full payment and final settlement of all claims for direct, indirect, and consequential costs, including costs of delays related to any work, either covered or affected by the change.

7. Bonding and Retainage.

a. Payment and Performance Bond. Pursuant to Chapter 39.08 RCW, the Contractor shall provide the City a payment and performance bond for the Total Contract Sum to be in effect until the later of: sixty (60) days after the date of Final Acceptance, receipt of all necessary releases from applicable state agencies, or until settlement of any liens filed under Chapter 60.28 RCW.

b. Retainage. The City shall withhold retainage in the amount of five percent (5%) of any and all payments made to the Contractor until the later of: sixty (60) days after the date of Final Acceptance, receipt of all necessary releases from applicable state agencies, or until settlement of any liens filed under Chapter 60.28 RCW. The amount retained shall be placed in a fund by the City pursuant to RCW 60.28.011(4)(a), unless otherwise instructed by the Contractor within fourteen (14) calendar days of Contractor's execution of this Contract.

8. Termination of Contract.

a. Termination. The City may terminate this Contract and take possession of the premises and all materials thereon and finish the Project by whatever methods it may deem expedient, by giving ten (10) business days written notice to the Contractor, upon the occurrence of any one or more of the following: (1) The Contractor makes a general assignment for the benefit of its creditors, has a receiver appointed as a result of insolvency, or files for bankruptcy; (2) The Contractor persistently or repeatedly refuses or fails to complete the work herein necessary to complete the Project; (3) The Contractor fails to make prompt payment to a subcontractor for material or labor; (4) The Contractor persistently disregards instructions of the City's Contract Representative or otherwise substantially violates the terms of this Contract; or (5) The Contractor persistently disregards federal, state, or local laws, ordinances, regulations, or codes.

b. Payment in the Event of Termination. In the event this Contract is terminated by either party, the Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in the Contract Documents is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under this Contract exceeds the expense incurred by the City in finishing the Project and all damages sustained by the City or which may be sustained by reason of such refusal, neglect, failure, or discontinuance of performance, such excess shall be paid by the City to the Contractor. Such expense and damages shall include all reasonable legal expenses and costs incurred by the City to protect the rights and interests of the City under the Contract.

9. Contractor's Status as Independent Contractor.

The Contractor is a licensed, bonded, and insured contractor as required and in accordance with the laws of the State of Washington. The Contractor is acting as an independent contractor and has the ability to control and direct the performance and details of its work in the performance of each and every part of this Contract. Nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership, or agency between the Contractor and the City. No officer, employee, volunteer, agents, contractors, or subcontractors of the Contractor shall act on behalf of or represent him or herself as an agent or representative of the City. The Contractor and its officers, employees, volunteers, agents, contractors, and subcontractors shall not make a claim of City employment and shall not make a claim against the City for any employment related benefits, social security, and/or retirement benefits. The Contractor shall be solely responsible for compensating its officers, employees, volunteers, agents, contractors, and subcontractors and for paying all related taxes, deductions, and assessments, including, but not limited to, applicable use and sales taxes, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Contract.

10. Prevailing Wages.

This Contract is subject to the requirement of Chapter 39.12 RCW and no worker, laborer, or mechanic employed in the performance of any part of this Contract shall be paid less than the prevailing rate of wage as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington. The Contractor shall assure that it and any subcontractors fully comply with the requirements of Chapter 39.12 RCW, Chapter 49.28 RCW, and any further laws or regulations applicable because of federal funding, including the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5) and the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3) and ensure that any subcontractors also comply with these requirements.

The State of Washington prevailing wage rates for Snohomish County apply to work performed under this Contract. The applicable prevailing wage rates may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

A copy of the applicable prevailing wage rates are available for viewing at the City and upon request, the City will mail a hard copy of the applicable prevailing wages.

11. Contractor's Risk of Loss.

The Contractor understands that the whole of the work under this Contract is to be done at the Contractor's risk. The Contractor is familiar with all existing conditions and other contingencies likely to affect the work on the Project, and has made its proposal, bid, or quote accordingly. The Contractor assumes the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion of the Project.

12. Indemnification and Hold Harmless.

a. The Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

b. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

c. The Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, as provided in RCW 4.24.115. The indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts; provided the Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against the Contractor by the City and does not include, or extend to, any claims by the Contractor's employees directly against Contractor. The obligations of the Contractor under this subsection have been mutually negotiated by the parties hereto, and the Contractor acknowledges that the City would not enter into this Contract without the waiver thereof of Contractor.

_____ (City Initials)  (Contractor Initials)

d. The provisions of this Section shall survive the expiration or termination of this Contract.

13. Insurance.

a. Insurance Term. The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the Contract and for thirty (30) days after the Final Acceptance date, unless otherwise indicated herein.

b. No Limitation. The Contractor's maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance or otherwise limit the City's recourse to any remedy available at law or in equity.

c. Minimum Scope of Insurance. The Contractor's required insurance shall be of the types and coverage as stated below:

i. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

ii. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse, or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

d. Minimum Amounts of Insurance.

The Contractor shall maintain the following insurance limits:

i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

ii. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate, and a \$2,000,000 products-completed operations aggregate limit.

e. City Full Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

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

g. Contractor's Insurance for Other Losses. The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers, contractors, or subcontractors as well as to any temporary structures, scaffolding, and protective fences.

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

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

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

k. Subcontractors. The Contractor shall cause each and every subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by subcontractors. The Contractor shall ensure that the City is an additional insured on each and every subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.

l. Notice of Cancellation. The Contractor shall provide the City and all additional insureds for this work with written notice of any policy cancellation within two business days of its receipt of such notice.

m. Failure to Maintain Insurance. Failure on the part of the Contractor to maintain the required insurance shall constitute a material breach of the Contract, upon which the City may, after giving five (5) business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

14. Additional Responsibilities of the Contractor.

a. Permits. The Contractor will apply for, pay for, and obtain any and all City, county, state, or federal permits necessary to commence, construct, and complete the Project. All required permits and associated costs shall be included in the Total Contract Sum for the Project.

b. Work Ethic. The Contractor shall perform all work and services under and pursuant to this Contract in timely, professional, and workmanlike manner.

c. Safety. The Contractor shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of federal, state, and local laws, ordinances, regulations, and codes. The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards. The Contractor shall ensure that all trenches are provided with adequate safety systems as required by RCW Chapter 49.17 and WAC 296-155-650 and -655. The Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650 and -655.

d. Warranty and Correction of Defects. The Contractor guarantees and warrants all its work, materials, and equipment provided and utilized for the Project to be free from defects, damage, or failure which the City may, in its sole discretion, determine is the responsibility of the Contractor, for a period of one (1) year from the date of Final Acceptance of the Project. The Contractor is liable for any costs, losses, expenses, additional damages including consequential damages suffered by the City resulting from defects in, damage, or failure of the Contractor's work, materials, or equipment including, but not limited to, cost of materials and labor expended by the City in making repairs and the cost of engineering, inspection, and supervision by the City.

i. The Contractor is responsible for correcting all defects in workmanship, materials, or equipment discovered within one (1) year after Final Acceptance.

ii. Within seven (7) calendar days of receiving notice of a defect, the Contractor shall start work to correct such defects and shall complete the work within a reasonable time. After performing corrections, the Contractor is responsible for defects in workmanship, materials, and equipment for one (1) year after the City's acceptance of those corrections.

iii. If damage may result from delay or where loss of service may result, the City may choose to complete such corrections by contract or any other means, in which case the costs associated with correcting the defects and any damages resulting from the defects shall be borne by the Contractor.

iv. If the Contractor fails to correct a defect after receiving notice of the defect from the City or fails to bear the costs associated with correcting a defect, the Contractor will thereafter be considered non-responsible with regards to all City projects for one (1) year following the notice of the defect.

e. Compliance with Laws. The Contractor shall perform all work and services under and pursuant to this Contract in full compliance with any and all federal, state, or local laws, ordinances, regulations, or codes. The Contractor shall obtain a City of Marysville Business License prior to commencement of work under this Contract.

f. Nondiscrimination. The Contractor agrees not to discriminate against any employee or applicant for employment or any other persons in the performance of this Contract because of race, religion, creed, color, national origin, marital status, sex, sexual orientation, gender identity, age, disability, or other circumstances as may be defined by federal, state, or local law, ordinance, or regulation except for a bona fide occupational qualification.

15. City Ownership of Work Products.

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

16. Assignment and Subcontractors.

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

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

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

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

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

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

17. Notices and Contract Representatives.

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

This Contract shall be administered for the City by the City’s Contract Representative, Jesse Birchman, and shall be administered for the Contractor by the Contractor’s Contract Representative, Vince Ortiz. The parties may designate different Contract Representatives by sending written notice to the other party.

To the City: Jesse Birchman, Transportation & Parks Maintenance Manager
City of Marysville
80 Columbia Avenue
Marysville, WA 98270

To Contractor: Vince Ortiz, VP of Business Development
W Business Solutions LLC – DBA Transblue
19916 Old Owen Rd #252
Monroe, WA 98272

18. Conflict and Severability.

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

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

19. Integration, Supersession, and Modification.

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

20. Non-Waiver.

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

21. Survival.

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

22. Third Parties.

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

23. Governing Law.

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

24. Venue.

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

25. Attorney Fees.

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

26. Authority to Bind Parties and Enter into Contract.

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

27. **Counterparts.**

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

DATED this _____ day of _____, 20____.

CITY OF MARYSVILLE

By: _____
Jon Nehring, Mayor

DATED this 20th day of February, 2023.

W. BUSINESS SOLUTIONS, LLC (CONTRACTOR)
dba - TRANSBLUE

By:  _____
Vince Ortiz (Name)
Its: VP of Business Development (Title)

Attested/Authenticated:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT A
Scope of Work and Contract Documents

BID SCHEDULE
Comeford Park Landscaping (P2301)

**Corrected to Unit Pricing from bid proposal (SS 1-03.1)*

ITEM NO.	PLAN QUANTITY	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
1	1 LS	Type A Progress Schedule SS 1-08.3(2)B	\$500.00	\$500.00
2	1 EST	Minor Changes SP 1-04.4(1)	\$5,000.00	\$5,000.00
3	1 LS	Record Drawings (Minimum Bid \$500) SP 1-05.18	\$500.00	\$500.00
4	1 LS	Mobilization SS 1-09.7	\$12,000.00	\$12,000.00
5	1 LS	Project Temporary Traffic Control SS 1-10.5(1)	\$5,000.00	\$5,000.00
6	1 LS	Clearing and Grubbing SS 2-01.5	\$5,000.00	\$5,000.00
7	1 LS	Removal of Structures and Obstructions SP 2-02.5	\$11,900.00	\$11,900.00
8	117 SF	Concrete Seatwall SP 6-11.5	\$180.00	\$21,060.00
9	1 LS	Erosion Control and Water Pollution Prevention SS 8-01.5	\$10,000.00	\$10,000.00
10	5,084 SY	Topsoil Type A SS 8-02.5	\$4.91	\$24,962.44
11	20 CY	Additional Topsoil Type A SP 8-02.5	\$150.00	\$3,000.00
12	4,811 SY	Seeded Lawn Installation SP 8-02.5	\$0.51	\$2,453.61
13	273 SY	Bark Mulch or Wood Chip Mulch Rings SP 8-02.5	\$16.48	\$4,499.04
14	1 LS	Irrigation System SP 8-03.5	\$12,600.00	\$12,600.00
15	53 SF	Interlocking Modular Block Wall SP 8-24.2	\$95.00	\$5,035.00
Sub-Total Base Bid				\$123,510.09
Sales Tax (9.4%, Rule 170, SP 1-07.2)				\$11,609.95

TOTAL BASE BID:

\$135,120.04

**BID SCHEDULE – BID ADDITIVE
Comeford Park Landscaping (P2301)**

**Corrected to Unit Pricing from bid proposal (SS 1-03.1)*

ITEM NO.	PLAN QUANTITY	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
1A	1,025 LF	Conduit Pipe 2 In. Diam. SP 8-20.5	\$6.08	\$6,232.00
2A	15 LF	Conduit Pipe 3 In. Diam. SP 8-20.5	\$9.50	\$142.50
Sub-Total Bid Additive				\$6,374.50
Sales Tax (9.4%, Rule 170, SP 1-07.2)				\$599.20

TOTAL BID ADDITIVE:

\$6,973.70

TOTAL BID*:

\$142,093.74

(BASE BID + BID ADDITIVE)

*The City reserves the right to award the lowest responsive, responsible bidder based on the Total Base Bid or the Total Bid (Total Base Bid + Total Bid Additive).

BID SCHEDULE

Comeford Park Landscaping (P2301)

Note: *Unit prices for all Bid Items must be shown. All entries must be typed or in ink.*

ITEM NO.	PLAN QUANTITY	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
1	1 LS	Type A Progress Schedule SS 1-08.3(2)B	500	500
2	1 EST	Minor Changes SP 1-04.4(1)	\$5,000	\$5,000
3	1 LS	Record Drawings (Minimum Bid \$500) SP 1-05.18	500	500
4	1 LS	Mobilization SS 1-09.7	12,000	12,000
5	1 LS	Project Temporary Traffic Control SS 1-10.5(1)	5,000	5,000
6	1 LS	Clearing and Grubbing SS 2-01.5	5,000	5,000
7	1 LS	Removal of Structures and Obstructions SP 2-02.5	11,900	11,900
8	117 SF	Concrete Seatwall SP 6-11.5	180	21,600
9	1 LS	Erosion Control and Water Pollution Prevention SS 8-01.5	10,000	10,000
10	5,084 SY	Topsoil Type A SS 8-02.5	4.91	25,000
11	20 CY	Additional Topsoil Type A SP 8-02.5	150	3,000
12	4,811 SY	Seeded Lawn Installation SP 8-02.5	0.51	2,500
13	273 SY	Bark Mulch or Wood Chip Mulch Rings SP 8-02.5	16.48	4,500
14	1 LS	Irrigation System SP 8-03.5	12,600	18,600
15	53 SF	Interlocking Modular Block Wall SP 8-24.2	95	5,035
Sub-Total Base Bid				130,135.00
Sales Tax (9.4%, Rule 170, SP 1-07.2)				12,232.69

TOTAL BASE BID:

\$142,367.69

BID SCHEDULE – BID ADDITIVE
Comeford Park Landscaping (P2301)

Note: *Unit prices for all Bid Items must be shown. All entries must be typed or in ink.*

ITEM NO.	PLAN QUANTITY	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
1A	1,025 LF	Conduit Pipe 2 In. Diam. SP 8-20.5	6.08	6,232.00
2A	15 LF	Conduit Pipe 3 In. Diam. SP 8-20.5	9.50	142.50
Sub-Total Bid Additive				6,374.50
Sales Tax (9.4%, Rule 170, SP 1-07.2)				599.20

TOTAL BID ADDITIVE:

\$6,973.70

TOTAL BID*:

\$149,341.39
(BASE BID + BID ADDITIVE)

*The City reserves the right to award the lowest responsive, responsible bidder based on the Total Base Bid or the Total Bid (Total Base Bid + Total Bid Additive).

Comeford Park Landscaping (P2301)

IN WITNESS hereto, the undersigned bidder:

- a) Agrees to the conditions of this bid;
- b) Certifies that this bid has not been restricted, modified or conditioned;
- c) Acknowledges receipt of addenda na to na;
- d) Attests to the absence of collusion in the Non-Collusion Affidavit above and agrees to be bound by its provisions;
- e) Covenants, stipulates and agrees in accordance with the Anti-Discrimination Certification above;
- f) Declares, accepts and understands the requirements of the Contract Documents;
- g) Has reviewed the insurance provisions of the Contract Documents and certifies that coverage will be provided as required;
- h) Understands and agrees as to the completion time and liquidated damages as above, and
- i) With the full authority of the firm submitting this bid has signed below this 7 day of February, 2023.

X _____

Signature of bidder

Vince Ortiz

Printed Name

VP of Business Development

Title

W Business Solutions LLC - DBA Transblue

Company Name

Address at which to direct correspondence:

19916 Old Owen Rd #252

City Monroe State: WA Zip: 98272

Phone: 425-523-8860

Fax: 888-699-1936

Email: ortizv@transblue.org

License No.: TRANSL*849QM

SPECIAL PROVISIONS

INTRODUCTION TO THE SPECIAL PROVISIONS

The work on this project shall be accomplished in accordance with the Standard Specifications for Road, Bridge and Municipal Construction, 2023 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter “Standard Specifications”). The Standard Specifications, as modified or supplemented by these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

These Special Provisions are made up of both General Special Provisions (GSPs) from various sources, which may have project-specific fill-ins; and project-specific Special Provisions. Each Provision either supplements, modifies, or replaces the comparable Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications is meant to pertain only to that particular portion of the section, and in no way should it be interpreted that the balance of the section does not apply.

The project-specific Special Provisions are not labeled as such. The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

(March 8, 2013 APWA GSP)

(April 1, 2013 WSDOT GSP)

(January 27, 2023 Marysville GSP)

Contractor shall obtain copies of these publications, at Contractor’s own expense.

AMENDMENTS TO THE STANDARD SPECIFICATIONS

DIVISION 1 – GENERAL REQUIREMENTS

1-01.3 Definitions

(January 19, 2022 APWA GSP)

Delete the heading Completion Dates and the three paragraphs that follow it, and replace them with the following:

Dates

Bid Opening Date

The date on which the Contracting Agency publicly opens and reads the Bids.

Award Date

The date of the formal decision of the Contracting Agency to accept the lowest responsible and responsive Bidder for the Work.

Contract Execution Date

The date the Contracting Agency officially binds the Agency to the Contract.

Notice to Proceed Date

The date stated in the Notice to Proceed on which the Contract time begins.

Substantial Completion Date

The day the Engineer determines the Contracting Agency has full and unrestricted use and benefit of the facilities, both from the operational and safety standpoint, any remaining traffic disruptions will be rare and brief, and only minor incidental work, replacement of temporary substitute facilities, plant establishment periods, or correction or repair remains for the Physical Completion of the total Contract.

Physical Completion Date

The day all of the Work is physically completed on the project. All documentation required by the Contract and required by law does not necessarily need to be furnished by the Contractor by this date.

Completion Date

The day all the Work specified in the Contract is completed and all the obligations of the Contractor under the contract are fulfilled by the Contractor. All documentation required by the Contract and required by law must be furnished by the Contractor before establishment of this date.

Final Acceptance Date

The date on which the Contracting Agency accepts the Work as complete.

Supplement this Section with the following:

All references in the Standard Specifications or WSDOT General Special Provisions, to the terms “Department of Transportation”, “Washington State Transportation Commission”, “Commission”, “Secretary of Transportation”, “Secretary”, “Headquarters”, and “State Treasurer” shall be revised to read “Contracting Agency”.

All references to the terms “State” or “state” shall be revised to read “Contracting Agency” unless the reference is to an administrative agency of the State of Washington, a State statute or regulation, or the context reasonably indicates otherwise.

All references to “State Materials Laboratory” shall be revised to read “Contracting Agency designated location”.

All references to “final contract voucher certification” shall be interpreted to mean the Contracting Agency form(s) by which final payment is authorized, and final completion and acceptance granted.

Additive

A supplemental unit of work or group of bid items, identified separately in the Bid Proposal, which may, at the discretion of the Contracting Agency, be awarded in addition to the base bid.

Alternate

One of two or more units of work or groups of bid items, identified separately in the Bid Proposal, from which the Contracting Agency may make a choice between different methods or material of construction for performing the same work.

Business Day

A business day is any day from Monday through Friday except holidays as listed in Section 1-08.5.

Contract Bond

The definition in the Standard Specifications for “Contract Bond” applies to whatever bond form(s) are required by the Contract Documents, which may be a combination of a Payment Bond and a Performance Bond.

Contract Documents

See definition for “Contract”.

Contract Time

The period of time established by the terms and conditions of the Contract within which the Work must be physically completed.

Notice of Award

The written notice from the Contracting Agency to the successful Bidder signifying the Contracting Agency’s acceptance of the Bid Proposal.

Notice to Proceed

The written notice from the Contracting Agency or Engineer to the Contractor authorizing and directing the Contractor to proceed with the Work and establishing the date on which the Contract time begins.

Traffic

Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and equestrian traffic.

1-03.3 Execution of Contract

January 27, 2023 Marysville GSP

Revise this section to read:

Within 14 calendar days of Award date (not including Saturdays, Sundays and Holidays), the successful Bidder shall provide the information necessary to execute the Contract to the Contracting Agency. The Bidder shall send the contact information, including the full name, email address, and phone number, for the authorized signer and bonding agent to the Contracting Agency.

Copies of the Contract Provisions, including the unsigned Form of Contract, will be available for signature by the successful bidder on the first business day following award. The number of copies to be executed by the Contractor will be determined by the Contracting Agency.

Until the Contracting Agency executes a contract, no proposal shall bind the Contracting Agency nor shall any work begin within the project limits or within Contracting Agency-furnished sites. The Contractor shall bear all risks for any work begun outside such areas and for any materials ordered before the contract is executed by the Contracting Agency.

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within the calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of 7 additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

1-03.7 Judicial Review

(December 30, 2022 APWA GSP)

Revise this section to read:

All decisions made by the Contracting Agency regarding the Award and execution of the Contract or Bid rejection shall be conclusive subject to the scope of judicial review permitted under Washington Law. Such review, if any, shall be timely filed in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction.

1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda

(January 27, 2023 Marysville GSP)

Revise the second paragraph to read:

Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Contract Form
2. Addenda,
3. Proposal Form,
4. Special Provisions,
5. Contract Plans,
6. Standard Specifications,
7. Contracting Agency's Standard Plans or Details (if any), and
8. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

1-04.4 Changes

(January 19, 2022 APWA GSP)

The first two sentences of the last paragraph of Section 1-04.4 are deleted.

1-04.4(1) Minor Changes

(May 30, 2019 APWA GSP)

Delete the first paragraph and replace it with the following:

Payments or credits for changes amounting to \$15,000 or less may be made under the Bid item “Minor Change”. At the discretion of the Contracting Agency, this procedure for Minor Changes may be used in lieu of the more formal procedure as outlined in Section 1-04.4, Changes. All “Minor Change” work will be within the scope of the Contract Work and will not change Contract Time.

1-04.6 Variation in Estimated Quantities

(May 25, 2006 APWA GSP; may not be used on FHWA-funded projects)

Supplement this section with the following:

The quantities for Topsoil Type A, Additional Topsoil Type A, Seeded Lawn Installation, Bark Mulch or Wood Chip Mulch Rings, Interlocking Modular Block Wall, and Conduit Pipe have been entered into the Proposal only to provide a common proposal for bidders. Actual quantities will be determined in the field as the work progresses, and will be paid at the original bid price, regardless of final quantity. These bid items shall not be subject to the provisions of 1-04.6 of the Standard Specifications.

1-05.7 Removal of Defective and Unauthorized Work

(October 1, 2005 APWA GSP)

Supplement this section with the following:

If the Contractor fails to remedy defective or unauthorized work within the time specified in a written notice from the Engineer, or fails to perform any part of the work required by the Contract Documents, the Engineer may correct and remedy such work as may be identified in the written notice, with Contracting Agency forces or by such other means as the Contracting Agency may deem necessary.

If the Contractor fails to comply with a written order to remedy what the Engineer determines to be an emergency situation, the Engineer may have the defective and unauthorized work corrected immediately, have the rejected work removed and replaced, or have work the Contractor refuses to perform completed by using Contracting Agency or other forces. An emergency situation is any situation when, in the opinion of the Engineer, a delay in its remedy could be potentially unsafe, or might cause serious risk of loss or damage to the public.

Direct or indirect costs incurred by the Contracting Agency attributable to correcting and remedying defective or unauthorized work, or work the Contractor failed or refused to perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from monies due, or to become due, the Contractor. Such direct and indirect costs shall include in particular, but without limitation, compensation for additional professional services required, and costs for repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of the Contractor's unauthorized work.

No adjustment in contract time or compensation will be allowed because of the delay in the performance of the work attributable to the exercise of the Contracting Agency's rights provided by this Section.

The rights exercised under the provisions of this section shall not diminish the Contracting Agency's right to pursue any other avenue for additional remedy or damages with respect to the Contractor's failure to perform the work as required.

1-05.12(1) One-Year Guarantee Period

(March 8, 2013 APWA GSP, may not be used on FHWA funded projects)

The Contractor shall return to the project and repair or replace all defects in workmanship and material discovered within one year after Final Acceptance of the Work. The Contractor shall start work to remedy any such defects within 7 calendar days of receiving Contracting Agency's written notice of a defect, and shall complete such work within the time stated in the Contracting Agency's notice. In case of an emergency, where damage may result from delay or where loss of services may result, such corrections may be made by the Contracting Agency's own forces or another contractor, in which case the cost of corrections shall be paid by the Contractor. In the event the Contractor does not accomplish corrections within the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor.

When corrections of defects are made, the Contractor shall then be responsible for correcting all defects in workmanship and materials in the corrected work for one year after acceptance of the corrections by Contracting Agency.

This guarantee is supplemental to and does not limit or affect the requirements that the Contractor's work comply with the requirements of the Contract or any other legal rights or remedies of the Contracting Agency.

1-05.13 Superintendents, Labor and Equipment of Contractor

(August 14, 2013 APWA GSP)

Delete the sixth and seventh paragraphs of this section.

Add the following new section:

1-05.18 Record Drawings

(March 8, 2013 APWA GSP)

The Contractor shall maintain one set of full size plans for Record Drawings, updated with clear and accurate red-lined field revisions on a daily basis, and within 2 business days after receipt of information that a change in Work has occurred. The Contractor shall not conceal any work until the required information is recorded.

This Record Drawing set shall be used for this purpose alone, shall be kept separate from other Plan sheets, and shall be clearly marked as Record Drawings. These Record Drawings shall be kept on site at the Contractor's field office, and shall be available for review by the Contracting Agency at all times. The Contractor shall bring the Record Drawings to each progress meeting for review.

The preparation and upkeep of the Record Drawings is to be the assigned responsibility of a single, experienced, and qualified individual. The quality of the Record Drawings, in terms of accuracy, clarity, and completeness, is to be adequate to allow the Contracting Agency to modify the computer-aided drafting (CAD) Contract Drawings to produce a complete set of Record Drawings for the Contracting Agency without further investigative effort by the Contracting Agency.

The Record Drawing markups shall document all changes in the Work, both concealed and visible. Items that must be shown on the markups include but are not limited to:

- Actual dimensions, arrangement, and materials used when different than shown in the Plans.
- Changes made by Change Order or Field Order.
- Changes made by the Contractor.
- Accurate locations of storm sewer, sanitary sewer, water mains and other water appurtenances, structures, conduits, light standards, vaults, width of roadways, sidewalks, landscaping areas, building footprints, channelization and pavement markings, etc. Include pipe invert elevations, top of castings (manholes, inlets, etc.).

If the Contract calls for the Contracting Agency to do all surveying and staking, the Contracting Agency will provide the elevations at the tolerances the Contracting Agency requires for the Record Drawings.

When the Contract calls for the Contractor to do the surveying/staking, the applicable tolerance limits include, but are not limited to the following:

	Vertical	Horizontal
As-built sanitary & storm invert and grate elevations	± 0.01 foot	± 0.01 foot
As-built monumentation	± 0.001 foot	± 0.001 foot
As-built waterlines, inverts, valves, hydrants	± 0.10 foot	± 0.10 foot
As-built ponds/swales/water features	± 0.10 foot	± 0.10 foot
As-built buildings (fin. Floor elev.)	± 0.01 foot	± 0.10 foot
As-built gas lines, power, TV, Tel, Com	± 0.10 foot	± 0.10 foot
As-built signs, signals, etc.	N/A	± 0.10 foot

Making Entries on the Record Drawings:

- Use erasable colored pencil (not ink) for all markings on the Record Drawings, conforming to the following color code:
 - Additions - Red
 - Deletions - Green
 - Comments - Blue
 - Dimensions - Graphite
- Provide the applicable reference for all entries, such as the change order number, the request for information (RFI) number, or the approved shop drawing number.
- Date all entries.
- Clearly identify all items in the entry with notes similar to those in the Contract Drawings (such as pipe symbols, centerline elevations, materials, pipe joint abbreviations, etc.).

The Contractor shall certify on the Record Drawings that said drawings are an accurate depiction of built conditions, and in conformance with the requirements detailed above. The Contractor shall submit final Record Drawings to the Contracting Agency. Contracting Agency acceptance of the Record Drawings is one of the requirements for achieving Physical Completion.

Payment will be made for the following bid item:

Record Drawings (Minimum Bid \$500)	Lump Sum
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Payment for this item will be made on a prorated monthly basis for work completed in accordance with this section up to 75% of the lump sum bid. The final 25% of the lump sum item will be paid upon submittal and approval of the completed Record Drawings set prepared in conformance with these Special Provisions.

A minimum bid amount has been entered in the Bid Proposal for this item. The Contractor must bid at least that amount.

1-07.2 State Taxes

Delete this section, including its sub-sections, in its entirety and replace it with the following:

1-07.2 State Sales Tax

(June 27, 2011 APWA GSP)

The Washington State Department of Revenue has issued special rules on the State sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The Contractor should contact the Washington State Department of Revenue for answers to questions in this area. The Contracting Agency will not adjust its payment if the Contractor bases a bid on a misunderstood tax liability.

The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract amounts. In some cases, however, state retail sales tax will not be included. Section 1-07.2(2) describes this exception.

The Contracting Agency will pay the retained percentage (or release the Contract Bond if a FHWA-funded Project) only if the Contractor has obtained from the Washington State Department of Revenue a certificate showing that all contract-related taxes have been paid (RCW 60.28.051). The Contracting Agency may deduct from its payments to the Contractor any amount the Contractor may owe the Washington State Department of Revenue, whether the amount owed relates to this contract or not. Any amount so deducted will be paid into the proper State fund.

1-07.2(1) State Sales Tax — Rule 171

WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets, roads, etc., which are owned by a municipal corporation, or political subdivision of the state, or by the United States, and which are used primarily for foot or vehicular traffic. This includes storm or combined sewer systems within and included as a part of the street or road drainage system and power lines when such are part of the roadway lighting system. For work performed in such cases, the Contractor shall include Washington State Retail Sales Taxes in the various unit bid item prices, or other contract amounts, including those that the Contractor pays on the purchase of the materials, equipment, or supplies used or consumed in doing the work.

1-07.2(2) State Sales Tax — Rule 170

WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or existing buildings, or other structures, upon real property. This includes, but is not limited to, the construction of streets, roads, highways, etc., owned by the state of Washington; water mains

and their appurtenances; sanitary sewers and sewage disposal systems unless such sewers and disposal systems are within, and a part of, a street or road drainage system; telephone, telegraph, electrical power distribution lines, or other conduits or lines in or above streets or roads, unless such power lines become a part of a street or road lighting system; and installing or attaching of any article of tangible personal property in or to real property, whether or not such personal property becomes a part of the realty by virtue of installation.

For work performed in such cases, the Contractor shall collect from the Contracting Agency, retail sales tax on the full contract price. The Contracting Agency will automatically add this sales tax to each payment to the Contractor. For this reason, the Contractor shall not include the retail sales tax in the unit bid item prices, or in any other contract amount subject to Rule 170, with the following exception.

Exception: The Contracting Agency will not add in sales tax for a payment the Contractor or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or consumable supplies not integrated into the project. Such sales taxes shall be included in the unit bid item prices or in any other contract amount.

1-07.2(3) Services

The Contractor shall not collect retail sales tax from the Contracting Agency on any contract wholly for professional or other services (as defined in Washington State Department of Revenue Rules 138 and 244).

1-07.1 Laws to be Observed

(October 1, 2005 APWA GSP)

Supplement this section with the following:

In cases of conflict between different safety regulations, the more stringent regulation shall apply.

The Washington State Department of Labor and Industries shall be the sole and paramount administrative agency responsible for the administration of the provisions of the Washington Industrial Safety and Health Act of 1973 (WISHA).

The Contractor shall maintain at the project site office, or other well known place at the project site, all articles necessary for providing first aid to the injured. The Contractor shall establish, publish, and make known to all employees, procedures for ensuring immediate removal to a hospital, or doctor's care, persons, including employees, who may have been injured on the project site. Employees should not be permitted to work on the project site before the Contractor has established and made known procedures for removal of injured persons to a hospital or a doctor's care.

The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the Contractor's plant, appliances, and methods, and for any damage or injury resulting from their failure, or improper maintenance, use, or operation. The Contractor shall be solely and completely responsible for the conditions of the project site, including safety for all persons and property in the performance of the work. This requirement shall apply continuously, and not be limited to normal working hours. The required or implied duty of the Engineer to conduct construction review of the Contractor's performance does not, and shall not, be intended to include review and adequacy of the Contractor's safety measures in, on, or near the project site.

1-07.18 Public Liability and Property Damage Insurance

(January 27, 2023 Marysville GSP)

Delete this section in its entirety

1-08 PROSECUTION AND PROGRESS

Add the following new section:

1-08.0 Preliminary Matters

(May 25, 2006 APWA GSP)

Add the following new section:

1-08.0(1) Preconstruction Conference

(October 10, 2008 APWA GSP)

Prior to the Contractor beginning the work, a preconstruction conference will be held between the Contractor, the Engineer and such other interested parties as may be invited. The purpose of the preconstruction conference will be:

1. To review the initial progress schedule;
2. To establish a working understanding among the various parties associated or affected by the work;
3. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;
4. To establish normal working hours for the work;
5. To review safety standards and traffic control; and
6. To discuss such other related items as may be pertinent to the work.

The Contractor shall prepare and submit at the preconstruction conference the following:

1. A breakdown of all lump sum items;
2. A preliminary schedule of working drawing submittals; and
3. A list of material sources for approval if applicable.

Add the following new section:

1-08.0(2) Hours of Work

(December 8, 2014 APWA GSP)

Except in the case of emergency or unless otherwise approved by the Engineer, the normal working hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. Monday through Friday, exclusive of a lunch break. If the Contractor desires different than the normal working hours stated above, the request must be submitted in writing prior to the preconstruction conference, subject to the provisions below. The working hours for the Contract shall be established at or prior to the preconstruction conference.

All working hours and days are also subject to local permit and ordinance conditions (such as noise ordinances).

If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a written request to the Engineer for consideration. This request shall state what hours are being requested, and why. Requests shall be submitted for review no later than 7 calendar days prior to the day(s) the Contractor is requesting to change the hours.

If the Contracting Agency approves such a deviation, such approval may be subject to certain other conditions, which will be detailed in writing. For example:

1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times. (The Engineer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees or third party consultants when, in the opinion of the Engineer, such work necessitates their presence.)
2. Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
3. Considering multiple work shifts as multiple working days with respect to contract time even though the multiple shifts occur in a single 24-hour period.
4. If a 4-10 work schedule is requested and approved the non working day for the week will be charged as a working day.
5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and recorded properly on certified payroll

1-08.3(2)A Type A Progress Schedule

(December 30, 2022 APWA GSP)

Revise this section to read:

The Contractor shall submit a Type A Progress Schedule no later than at the preconstruction conference, or some other mutually agreed upon submittal time. The schedule may be a critical path method (CPM) schedule, bar chart, or other standard schedule format. Regardless of which format used, the schedule shall identify the critical path. The Engineer will evaluate the Type A Progress Schedule and approve or return the schedule for corrections within 15 calendar days of receiving the submittal.

1-08.4 Prosecution of Work

Delete this section and replace it with the following:

1-08.4 Notice to Proceed and Prosecution of Work

(January 27, 2023 Marysville GSP)

Notice to Proceed will be given after the contract has been executed and the contract bond and evidence of insurance have been approved and filed by the Contracting Agency. The Contractor shall not commence with the work until the Notice to Proceed has been given by the Engineer. The Contractor shall commence construction activities on the project site within ten days of the Notice to Proceed Date, unless otherwise approved in writing. The Contractor shall diligently pursue the work to the physical completion date within the time specified in the contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to complete the work within the time(s) specified in the contract.

When shown in the Plans, the first order of work shall be the installation of high visibility fencing to delineate all areas for protection or restoration, as described in the Contract. Installation of high visibility fencing adjacent to the roadway shall occur after the placement of all necessary signs and traffic control devices in accordance with 1-10.1(2). Upon construction of the fencing, the Contractor shall request the Engineer to inspect the fence. No other work shall be performed on the site until the Contracting Agency has accepted the installation of high visibility fencing, as described in the Contract.

1-08.5 Time for Completion

(January 27, 2023 Marysville GSP)

Supplement the fourth paragraph with:

If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day, then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

1-08.9 Liquidated Damages

(March 3, 2021 APWA GSP, Option B)

Revise the second and third paragraphs to read:

Accordingly, the Contractor agrees:

1. To pay (according to the following formula) liquidated damages for each working day beyond the number of working days established for Physical Completion, and
2. To authorize the Engineer to deduct these liquidated damages from any money due or coming due to the Contractor.

Liquidated Damages Formula

$$LD=0.15C/T$$

Where:

LD = liquidated damages per working day (rounded to the nearest dollar)

C = original Contract amount

T = original time for Physical Completion

When the Contract Work has progressed to Substantial Completion as defined in the Contract, the Engineer may determine the Contract Work is Substantially Complete. The Engineer will notify the Contractor in writing of the Substantial Completion Date. For overruns in Contract time occurring after the date so established, the formula for liquidated damages shown above will not apply. For overruns in Contract time occurring after the Substantial Completion Date, liquidated damages shall be assessed on the basis of direct engineering and related costs assignable to the project until the actual Physical Completion Date of all the Contract Work. The Contractor shall complete the remaining Work as promptly as possible. Upon request by the Project Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.

1-09.7 Mobilization

(December 30, 2022 APWA GSP)

Delete this Section and replace it with the following:

Mobilization consists of preconstruction expenses and the costs of preparatory Work and operations performed by the Contractor typically occurring before 10 percent of the total original amount of an individual Bid Schedule is earned from other Contract items on that Bid Schedule. Items which are not to be included in the item of Mobilization include but are not limited to:

1. Portions of the Work covered by the specific Contract item or incidental Work which is to be included in a Contract item or items.
2. Profit, interest on borrowed money, overhead, or management costs.

3. Costs incurred for mobilizing equipment for force account Work.

Based on the lump sum Contract price for “Mobilization”, partial payments will be made as follows:

1. When 5 percent of the total original Bid Schedule amount is earned from other Contract items on that original Bid Schedule, excluding amounts paid for materials on hand, 50 percent of the Bid Item for mobilization on that original Bid Schedule, 5 percent of the total of that original Bid Schedule, or 5 percent of the total original Contract amount, whichever is the least, will be paid.
2. When 10 percent of the total original Bid Schedule amount is earned from other Contract items on that original Bid Schedule, excluding amounts paid for materials on hand, 100 percent of the Bid Item for mobilization on that original Bid Schedule, 10 percent of the total of that original Bid Schedule, or 10 percent of the total original Contract amount, whichever is the least, will be paid.
3. When the Substantial Completion Date has been established for the project, payment of any remaining amount Bid for mobilization will be paid.

Nothing herein shall be construed to limit or preclude partial payments otherwise provided by the Contract.

1-09.9 Payments

(December 30, 2022 APWA GSP)

Section 1-09.9 is revised to read:

The basis of payment will be the actual quantities of Work performed according to the Contract and as specified for payment.

The Contractor shall submit a breakdown of the cost of lump sum bid items at the Preconstruction Conference, to enable the Project Engineer to determine the Work performed on a monthly basis. A breakdown is not required for lump sum items that include a basis for incremental payments as part of the respective Specification. Absent a lump sum breakdown, the Project Engineer will make a determination based on information available. The Project Engineer’s determination of the cost of work shall be final.

Progress payments for completed work and material on hand will be based upon progress estimates prepared by the Engineer. A progress estimate cutoff date will be established at the preconstruction conference.

The initial progress estimate will be made not later than 30 days after the Contractor commences the work, and successive progress estimates will be made every month thereafter until the Completion Date. Progress estimates made during progress of the work are tentative, and made only for the purpose of determining progress payments. The progress estimates are subject to change at any time prior to the calculation of the final payment.

The value of the progress estimate will be the sum of the following:

1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of work completed multiplied by the unit price.
2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump sum breakdown for that item, or absent such a breakdown, based on the Engineer's determination.
3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site or other storage area approved by the Engineer.
4. Change Orders — entitlement for approved extra cost or completed extra work as determined by the Engineer.

Progress payments will be made in accordance with the progress estimate less:

1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;
2. The amount of progress payments previously made; and
3. Funds withheld by the Contracting Agency for disbursement in accordance with the Contract Documents.

Progress payments for work performed shall not be evidence of acceptable performance or an admission by the Contracting Agency that any work has been satisfactorily completed. The determination of payments under the contract will be final in accordance with Section 1-05.1.

Failure to perform obligations under the Contract by the Contractor may be decreed by the Contracting Agency to be adequate reason for withholding any payments until compliance is achieved.

Upon completion of all Work and after final inspection (Section 1-05.11), the amount due the Contractor under the Contract will be paid based upon the final estimate made by the Engineer and presentation of a Final Contract Voucher Certification to be signed by the Contractor. The Contractor's signature on such voucher shall be deemed a release of all claims of the Contractor unless a Certified Claim is filed in accordance with the requirements of Section 1-09.11 and is expressly excepted from the Contractor's certification on the Final Contract Voucher Certification. The date the Contracting Agency signs the Final Contract Voucher Certification constitutes the final acceptance date (Section 1-05.12).

If the Contractor fails, refuses, or is unable to sign and return the Final Contract Voucher Certification or any other documentation required for completion and final acceptance of the Contract, the Contracting Agency reserves the right to establish a Completion Date (for the purpose of meeting the requirements of RCW 60.28) and unilaterally accept the Contract. Unilateral final acceptance will occur only after the Contractor has been provided the opportunity, by written request from the Engineer, to voluntarily submit such documents. If voluntary compliance is not achieved, formal notification of the impending establishment of a Completion Date and unilateral final acceptance will be provided by email with delivery confirmation from the Contracting Agency to the Contractor, which will provide 30 calendar

days for the Contractor to submit the necessary documents. The 30 calendar day period will begin on the date the email with delivery confirmation is received by the Contractor. The date the Contracting Agency unilaterally signs the Final Contract Voucher Certification shall constitute the Completion Date and the final acceptance date (Section 1-05.12). The reservation by the Contracting Agency to unilaterally accept the Contract will apply to Contracts that are Physically Completed in accordance with Section 1-08.5, or for Contracts that are terminated in accordance with Section 1-08.10. Unilateral final acceptance of the Contract by the Contracting Agency does not in any way relieve the Contractor of their responsibility to comply with all Federal, State, tribal, or local laws, ordinances, and regulations that affect the Work under the Contract.

Payment to the Contractor of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.

(March 13, 2012 APWA GSP)

Supplement this section with the following:

Lump sum item breakdowns are not required when the bid price for the lump sum item is less than \$20,000.

1-09.11(3) Time Limitation and Jurisdiction

(December 30, 2022 APWA GSP)

Revise this section to read:

For the convenience of the parties to the Contract it is mutually agreed by the parties that all claims or causes of action which the Contractor has against the Contracting Agency arising from the Contract shall be brought within 180 calendar days from the date of final acceptance (Section 1-05.12) of the Contract by the Contracting Agency; and it is further agreed that all such claims or causes of action shall be brought only in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction. The parties understand and agree that the Contractor's failure to bring suit within the time period provided, shall be a complete bar to all such claims or causes of action. It is further mutually agreed by the parties that when claims or causes of action which the Contractor asserts against the Contracting Agency arising from the Contract are filed with the Contracting Agency or initiated in court, the Contractor shall permit the Contracting Agency to have timely access to all records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

1-09.13(1) General

(January 19, 2022 APWA GSP)

Revise this section to read:

Prior to seeking claims resolution through arbitration or litigation, the Contractor shall proceed in accordance with Sections 1-04.5 and 1-09.11. The provisions of Sections 1-04.5 and 1-09.11 must be complied with in full as a condition precedent to the Contractor's right to seek claim resolution through binding arbitration or litigation.

Any claims or causes of action which the Contractor has against the Contracting Agency arising from the Contract shall be resolved, as prescribed herein, through binding arbitration or litigation.

The Contractor and the Contracting Agency mutually agree that those claims or causes of action which total \$1,000,000 or less, which are not resolved by mediation, shall be resolved through litigation unless the parties mutually agree in writing to resolve the claim through binding arbitration.

The Contractor and the Contracting Agency mutually agree that those claims or causes of action in excess of \$1,000,000, which are not resolved by mediation, shall be resolved through litigation unless the parties mutually agree in writing to resolve the claim through binding arbitration.

1-09.13(3)A Arbitration General

(January 19, 2022 APWA GSP)

Revise the third paragraph to read:

The Contracting Agency and the Contractor mutually agree to be bound by the decision of the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the Superior Court of the county in which the Contracting Agency's headquarters is located, provided that where claims subject to arbitration are asserted against a county, RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. The decision of the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use the Contract as a basis for decisions.

1-09.13(4) Venue for Litigation

(December 30, 2022 APWA GSP)

Revise this section to read:

Litigation shall be brought in the Superior Court of the county in which the Contracting Agency's headquarters is located, provided that where claims are asserted against a county, RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. It is mutually agreed by the parties that when litigation occurs, the Contractor shall permit the Contracting Agency to have

timely access to all records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

DIVISION 2 – EARTHWORK

2-02.3 Construction Requirements

(January 27, 2023 Marysville GSP)

Supplement this section with the following:

Remove and Restore Bench

Existing benches shall be removed, stored, and reinstalled or restored at the finished grade. This includes all demolition, removal, haul, and disposal of all structures or foundations existing benches are attached to. A new concrete foundation or structure shall be constructed at the same dimensions as the original foundation or structure and the bench shall be attached.

2-02.5 Payment

(January 27, 2023 Marysville GSP)

Supplement this section with the following:

“Removal of Structures and Obstructions”, lump sum.

If pavements, sidewalks, curbs, or gutters lie within an excavation area, their removal will be paid for as part of the quantity removed in excavation. Removal and restoration of benches is included in this item and the lump sum Contract price shall be full pay for all costs to perform the specified Work including demolition, removal, haul, disposal, storage, reinstallation, equipment and materials used.

DIVISION 6 – STRUCTURES

6-11 Reinforced Concrete Walls

6-11.1 Description

(January 27, 2023 Marysville GSP)

Supplement this section with the following:

This work also includes the construction of reinforced concrete seatwall, adjacent grading and relocation of existing electrical outlets.

6-11.3(4) Cast-In-Place Concrete Construction

(January 27, 2023 Marysville GSP)

Supplement this section with the following:

Concrete for cast-in-place seatwalls shall be Commercial Concrete or approved equal. Grading of adjacent native soils shall be as shown on the contract plans. Relocation of existing electrical outlets shall be as described on the contract plans.

6-11.4 Measurement

(January 27, 2023 Marysville GSP)

Supplement this section with the following:

Concrete Seatwall will be measured by square feet along the horizontal as-designed face of the wall.

6-11.5 Payment

(January 27, 2023 Marysville GSP)

Supplement this section with the following:

“Concrete Seatwall”, per square feet.

The unit contract price per square foot for installing “Concrete Seatwall” shall be full compensation for all labor, materials, and equipment to satisfactorily complete this work as shown on the plans. This includes: all concrete, rebar, formwork, excavation, grading, aggregate backfill, relocation of existing electrical outlets and related materials including conduit and wiring.

DIVISION 8 – MISCELLANEOUS CONSTRUCTION

8-01 Erosion Control and Water Pollution Control

8-01.3(1)A1 Temporary Erosion and Sediment Control Plan

(January 27, 2023 Marysville GSP)

Replace the first two sentences of the second paragraph

The Contractor shall develop a TESC Plan for the project site to satisfy all permit requirements. The TESC Plan shall match the Contractor’s schedule, method of construction, and shall include all areas used to directly support construction activity such as equipment staging yards, material storage areas, or borrow areas.

8-02 Roadside Restorations

8-02.3(4) Topsoil

(January 27, 2023 Marysville GSP)

Add the following new section:

8-02.3(4)A Additional Topsoil Type A

Additional topsoil exceeding the quantity shown on the construction plans may be directed to be placed during grading to fill or flatten areas beyond designed grade. Any additional topsoil shall be directed by the Engineer before lawn seeding.

For the purpose of providing a common Proposal for all Bidders, the Contracting Agency has entered an amount for “Additional Topsoil” in the Proposal to become a part of the total Bid by the Contractor.

8-02.3(10)B Lawn Seeding and Sodding

(January 27, 2023 Marysville GSP)

Replace this section with the following:

The Contractor shall prepare the lawn area in accordance with the contract plans and apply the first simultaneous application of seed and fertilizer by hydroseeder. A second fertilizer application shall be applied during lawn establishment following the second mowing.

Barriers shall be erected, with warning signs where necessary, to preclude pedestrian traffic access to the newly placed lawn during the establishment period.

8-02.3(10)D Lawn Mowing

(January 27, 2023 Marysville GSP)

Replace Item #1 with the following:

1. Mow, trim, and edge as often as conditions dictate, at a minimum, once per week when lawn height is 2 inches or greater. Maximum height of lawn shall not exceed 3 inches. The cutting height shall be 2 inches. Cuttings, trimmings, and edgings shall be disposed of off the project site. When the Engineer allows the use of a mulching mower, trimmings may be left in place.

8-02.3(11)C Bark or Woodchip Mulch Rings

(January 27, 2023 Marysville GSP)

Replace this section with the following:

The Contractor shall apply mulch rings around plants and trees installed within existing vegetation areas or within seeded lawn areas as shown in the Plans. Bark or wood chip mulch rings shall be applied to the surface of vegetation free amended soil in the isolated plant locations where shown in the Plans or as specified in the Special Provisions. Plastic landscape edging shall be installed to separate seeded lawn and bark around plant locations. Edging shall be installed in the shape of a circle at the diameter shown on the plans with the plant centered within the edging. Bark or wood chip mulch shall be placed to a uniform non-compacted depth as shown on the plans within the landscape edging around all plants.

8-02.5 Payment

(January 27, 2023 Marysville GSP)

Supplement this section with the following:

“Seeded Lawn Installation”, per square yard.

The unit Contract price per square yard for “Seeded Lawn Installation” shall be full pay for all costs necessary to prepare the area, plant or sod the lawn, fertilize, erect landscaping edging or barriers, control weeds, and establish lawn areas and for furnishing all labor, tools, equipment, and materials necessary to complete the Work as specified and shall be paid in the following sequence for healthy, vigorous lawn:

Completion of Lawn Planting	60 percent of individual areas
Mid Lawn Establishment (after two mowings)	85 percent of individual areas

Completion of Lawn Establishment (after four mowings)	100 percent of individual areas
--	---------------------------------

“Bark or Wood Chip Mulch Rings”, per square yard.

The unit Contract price “Bark or Wood Chip Mulch Rings” shall be full pay for

furnishing and spreading the mulch onto the existing soil, and furnishing and installing plastic landscape edging regardless of diameter.

“Additional Topsoil Type A,” per cubic yard and includes all costs for supply, hauling, placement and seeding area preparation for the specified work.

8-03 Irrigation Systems

8-03.1 Description

(January 27, 2023 Marysville GSP)

Replace this section with the following:

This Work consists of design and installing irrigation systems in accordance with these Specifications and the details shown in the Plans. The design shall be approved by the Engineer as a Type 3 working drawing.

8-03.3(1) General Requirements

(January 27, 2023 Marysville GSP)

Supplement this section with the following:

The Contractor shall design an irrigation system to irrigate the areas and provide the specific features shown on the Plans. Existing irrigation sleeves may be used and new sleeves shall be added where mainlines or laterals cross under existing pavement. The Contractor shall also review field conditions at the grasscrete area shown on the plans to evaluate the feasibility of irrigating this area.

8-03.3(2) Submittals

(January 27, 2023 Marysville GSP)

Supplement this section with the following:

8. **Irrigation System Plan** – The Contractor shall design an irrigation system to irrigate the areas and provide the specific features shown on the Plans. This system shall incorporate the existing system at the connection shown on the Plans. The Contractor shall also review field conditions at the grasscrete area shown on the

drawings to evaluate the feasibility of including this area in the plan. A Type 3 Working Drawing consisting of all irrigation system features, materials, and their locations shall be submitted for approval before work begins.

8-03.3(7)A Irrigation Sleeves

(January 27, 2023 Marysville GSP)

Replace the second paragraph of this section with the following:

Irrigation sleeving installed under existing pavement shall use steel casing or Schedule 80 PVC and shall be installed in accordance with Section 8-20.3(5)E3, Section 8-20.3(5)E4 or Section 8-20.3(5)E5.

8-03.5 Payment

(January 27, 2023 Marysville GSP)

Replace this section with the following:

Payment will be made for the following Bid items when included in the Proposal:

“Irrigation System”, lump sum.

All costs for designing, attaining Engineer approval, investigating potential irrigating the grasscrete area shown on the plans, furnishing, installing, and operating the irrigation system as detailed in the Plans shall be included in the lump sum price for the complete irrigation system. This includes all costs for initial and annual inspections, tests performed on crossconnection control devices, electrical wire testing during the life of the Contract, system maintenance and repair, annual winterization and startup, irrigation audits, and as-built Plans as shown in the Plans. When the plans indicate connections to existing irrigation, sleeves or other components, potholing shall be included in the lump sum price for irrigation system.

As the irrigation system is installed, the payment schedule will be as follows:

1. Payment will be made in proportion to the amount of Work performed up to 85 percent of the unit Contract price for irrigation system when the irrigation system is completed, tested, inspected, fully operational, and upon delivery of the Asbuilts, M&O Manuals and Operating Tools.
2. Payment shall be increased to 95 percent of the unit Contract price for irrigation system upon completion and acceptance of initial planting.
3. Payment shall be increased to 100 percent of the unit Contract price for irrigation system upon completion and acceptance of the first-year plant establishment and acceptance of all supplements to the Asbuilts or M&O Manuals. When there is no first-year plant establishment or when the Contract is completed, payment will be increased to 100 percent of the unit Contract price for irrigation system upon completion and acceptance of the requirements of Section 8-03.3(13).

8-20 Illumination, Traffic Signal Systems, Intelligent Transportation Systems, and Electrical

8-20.5 Payment

(January 27, 2023 Marysville GSP)

Supplement this section with the following:

“Conduit Pipe ____ In. Diam.”, per linear foot.

The unit Contract price per linear foot for “Conduit Pipe ____ In. Diam.” shall be full pay for furnishing all pipe, pipe connections, elbows, bends, caps, reducers, conduits, unions, pipe bedding material, pull tape, junction boxes, and fittings; for placing the pipe in accordance with the above provisions, including all excavation, jacking, directional boring, boring, or drilling required, backfilling of any voids around casing, conduits, pits, or trenches; restoration of native vegetation disturbed by the operation, chipping of pavement, and bedding of the pipe; and all other Work necessary for the construction of the conduit, except that when conduit is included on any project as an integral part of an illumination, traffic signal, or ITS system, and the conduit is not shown as a pay item, it shall be included in the lump sum price for the system shown.

8-24 Rock and Gravity Block Wall and Gabion Cribbing

8-24.1 Description

(January 27, 2023 Marysville GSP)

Supplement this section with the following:

Interlocking modular block gravity wall systems also include adjacent landscaping. Adjacent landscaping includes fill or cut grading as shown on the contract plans.

8-24.2 Materials

(January 27, 2023 Marysville GSP)

Supplement this section with the following:

Interlocking modular block gravity wall systems shall be Allen Block AB Fieldstone with long anchoring units, Keystone Standard Series III Interlocking Gravity Wall, Risi Stone SienaStone Gravity Retaining Wall or approved equal. This wall shall include cap blocks adhered with a concrete adhesive. The wall shall also using manufacturer specified reinforcing or interlocking pins or Engineer approved equal design and materials capable of tension support between blocks. Adjacent landscaping includes plastic landscape edging and all adjacent grading as shown in the plans.

8-24.4 Measurement

(January 27, 2023 Marysville GSP)

Supplement this section with the following:

Interlocking modular block wall will be measured by the square foot of the completed exterior wall face. The vertical limits for measurement are from the bottom of the bottom layer of blocks to the top of the top layer of blocks. The horizontal limits for measurement are from the end of wall to the end of wall.

8-24.5 Payment

(January 27, 2023 Marysville GSP)

Supplement this section with the following:

“Interlocking Modular Block Wall”, per square foot.

The unit contract price per square foot for “Interlocking Modular Block Wall” shall be full compensation for all labor, material, equipment, haul, and other materials necessary to design and construct the gravity block wall. This bid item shall include as shown in contract plans: furnishing and installing interlocking modular blocks with cap blocks and pins per manufacturer’s requirements, all use native soil or furnished imported soil, all grading, and plastic landscape edging.

DIVISION 9 – MISCELLANEOUS CONSTRUCTION

9-14 Erosion Control and Roadside Planting

9-14.2(1) Topsoil Type A

(January 27, 2023 Marysville GSP)

Supplement this section with the following:

Topsoil Type A shall conform to the following requirements:

1. Virgin Sandy Loam Soil blended with 10 to 25 percent organic compost and 15 to 20 percent washed sand
2. Screened to a ½ inch and smaller particle size
3. Compost shall come from a licensed DOT facility with a current health department permit

9-14.3 Seed

(January 27, 2023 Marysville GSP)

Supplement this section with the following:

Seeded Lawn Mix

Name	By Weight	Purity	% Germination
Perennial Ryegrass	60%	98%	90%
Fine Fescue	20%	98%	90%
Kentucky Blue Grass	20%	98%	90%

Seeded Lawn Mix shall be applied at a rate of 8 pounds per 1,000 square feet.

9-14.4 Fertilizer

(January 27, 2023 Marysville GSP)

Supplement this section with the following:

First Fertilizer Application

Name	By Weight
Nitrogen	16%
Phosphorus	16%
Potassium	16%

The first fertilizer application shall occur at a rate of 6.5 pounds per 1,000 square feet.

Second Fertilizer Application

Name	By Weight
Nitrogen	12% *With 3% of 12% slow release
Phosphorus	2%
Potassium	12%

The first fertilizer application shall occur at a rate of 1.5 pounds per 1,000 square feet.

Add the following new section:

9-14.5(10) Herbicide

Pre-emergent herbicide shall be T/I 2.5G (Triflurafin-Isoxaben) and be applied at a rate of 4.6 lbs per 1,000 square feet.

9-15 Irrigation System

9-15.1 Pipe and Fittings

(January 27, 2023 Marysville GSP)

Supplement this section with the following:

Irrigation system pipe and fittings shall be Schedule 40 PVC

9-15.3 Automatic Controllers

(January 27, 2023 Marysville GSP)

Replace this section with the following:

The automatic controller shall be ESP-LXIVM 2-Wire Controller with Smart Valve Technology manufactured by Rain Bird Corporation or approved equal. The controller shall be housed in a compatible metal cabinet mounted on a compatible metal pedestal manufactured by the manufacturer of the approved controller. Current cabinet and pedestal models for the specified controller are as follows:

- LXMM- Metal Cabinet for ESP-LX Series Controllers
- LXMPED- Metal Pedestal for ESP-LX Series Controllers

9-15.4 Irrigation Heads

(January 27, 2023 Marysville GSP)

Supplement this section with the following:

Irrigation system heads shall conform to the following or approved equal:

- Rotor Heads
 - Rain Bird 5000 Series
 - 6" Stainless steel riser
 - Part circle adjustment from 40-360 Degrees
- Pop up Heads
 - Rain Bird RD1800 Series
 - 6" min riser in turf areas
 - Equipped with R-Van Rotary Nozzles

9-15.5 Valve Boxes

(January 27, 2023 Marysville GSP)

Supplement this section with the following:

Valve boxes and their lids shall accommodate a 5,000 pound static load, be green colored, or approved equal. Valve boxes shall be green Rain Bird VB Series or approved equal and meet the following requirements:

- Single Valves shall be placed in a valve boxes 23.2 inches (59.0 cm) x 19.3 inches (49.1cm) x 12.5 inches (31.8 cm)
- Double Valves placed in a valve box 27.6 inches (70,0 cm) x 21.0 inches (53,2 cm) x 12.5 inches (31.6 cm)

9-15.7(2) Automatic Control Valves

(January 27, 2023 Marysville GSP)

Supplement this section with the following:

The system shall contain a master control valve with flow sensor after the double check valve.

Irrigation control valves must be compatible with the automatic controller. The brass valve assembly equipped with IVM Solenoid and PRS-D.

9-15.8 Quick Coupling Valves

(January 27, 2023 Marysville GSP)

Supplement this section with the following:

- Quick couplers shall be Brass HK44 1" valve 1" inlet with anti-rotation wings and 3/4" garden hose swivel outlet.
- Quick couplers shall be connected to mainline with 1" M x M NPT pre-assembled PVC Swing Joint 12" long (Rain Bird TSJ-12 or approved equivalent) .
- Quick couplers shall be placed in 10" round in ground Rain Bird VB Series Valve Box or approved equivalent.

9-29 Illumination, Signal, Electrical

9-29.2 Junction Boxes, Cable Vaults, and Pull Boxes

(January 27, 2023 Marysville GSP)

Add the following new section:

9-29.2(1)C Junction Boxes in Lawn Areas

Electrical junction boxes installed within seeded lawn areas shall be gray colored, have a minimum vertical load rating of 5,000 pounds without permanent deformation or approved equal. Junction boxes shall be 12" wide, 17" long, and 12" deep.

CONSTRUCTION PLANS

CITY OF MARYSVILLE

COMEFORD PARK LANDSCAPING

PROJECT P2301



City of Marysville Officials

PUBLIC WORKS DIRECTOR
JEFF LAYCOCK, P.E.

CITY ENGINEER
MAX PHAN, P.E.

TRANSPORTATION & PARKS
MAINTENANCE MANAGER
JESSE BIRCHMAN, PE, PTOE

MAYOR
JON NEHRING

COUNCIL MEMBERS
KAMILLE NORTON – COUNCIL PRESIDENT
PETER CONDYLES – POSITION NO. 1
MARK JAMES – POSITION NO. 2
TOM KING – POSITION NO. 3
MICHAEL STEVENS – POSITION NO. 4
KELLY RICHARDS – POSITION NO. 5
STEPHEN C. MULLER – POSITION NO. 6



LEGEND		
EXISTING	PROPOSED	DESCRIPTION
- - - - -		RIGHT-OF-WAY
—+—		FENCE
—IR—	—IR—	IRRIGATION
—W—	—W—	CURB/CONCRETE/ASPHALT
—S—		WATER
—G—		SANITARY SEWER
—SD—		GAS
—UG PWR—	—UG PWR—	STORM DRAIN
⊙		POWER (BURIED)
⊕		2-PORT FIRE HYDRANT
⊗		WATER METER
⊕		WATER VALVE
⊕	⊕	IRRIGATION CONTROL BOX
⊕		SAN. SEWER MANHOLE
⊕		STORM DRAIN CB TYPE 1
⊕		STORM DRAIN CB TYPE 2
⊕		GAS VALVE
⊕		STREET LIGHT ASSEMBLY
⊕		UTILITY POLE ANCHOR
⊕		TELEPHONE RISER
⊕		PED. LIGHT POLE
⊕	⊕	JUNCTION BOX
⊕	⊕	SIGN
⊕		TREE (DECIDUOUS)
⊕		TREE (CONIFER)
⊕	⊕	UNDISTURBED NATIVE SOIL
⊕	⊕	TOP SOIL
⊕	⊕	CONCRETE
⊕	⊕	BARK

SHEET INDEX		
Sheet #	NAME	SHEET DESCRIPTION
1	EXISTING CONDITIONS & SITE PREPERATION	C-1
2	GRADING & IRRIGATION	C-2
3	LANDSCAPING PLAN	C-3
4	ELECTRICAL CONDUIT (BID ADDITIVE)	C-4

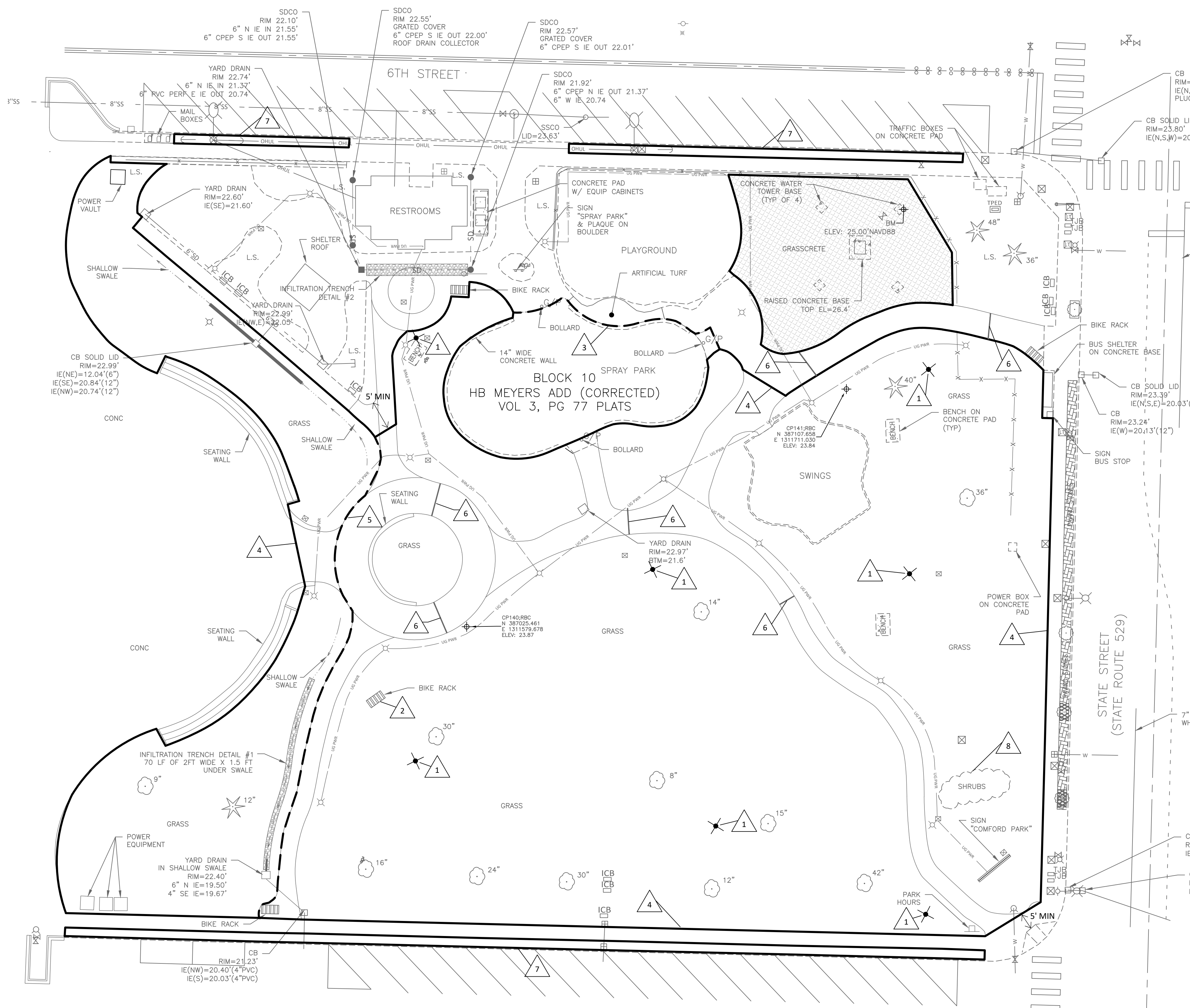
CONSTRUCTION NOTES
<p>1. CONSTRUCTION PLANS WERE DEVELOPED FROM A COMBINATION OF TOPOGRAPHIC SURVEY, GIS DATA, AVAILABLE AS-BUILTS AND FIELD MEASUREMENTS. LOCATIONS OF UTILITIES, MONUMENT CASES OR OTHER SURFACE FEATURES WITHIN THE EXISTING ASPHALT ARE APPROXIMATE AND NOT ALL EXISTING UTILITIES MAY BE SHOWN. THE CONTRACTOR SHALL LOCATE AND MARK THE LOCATION OF ALL UTILITIES AS NECESSARY TO PROTECT AND RECOVER DURING CONSTRUCTION.</p> <p>2. THE CONTRACTOR IS RESPONSIBLE FOR ALL TRAFFIC CONTROL ON THE PROJECT. THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN TO THE ENGINEER FOR APPROVAL PRIOR TO CONSTRUCTION. RAMPS SHALL BE REMOVED AND REPLACED IN A MANNER THAT ALLOWS FOR CONTINUOUS PEDESTRIAN TRAFFIC OR ALTERNATIVE ROUTES.</p> <p>3. THE CONTRACTOR IS RESPONSIBLE FOR ALL TEMPORARY EROSION AND SEDIMENTATION CONTROL (TESC) ON THE PROJECT. TESC MEASURES SHALL BE IN PLACE PRIOR TO CONSTRUCTION AND SHALL BE SUBMITTED FOR PERMIT REVIEW AND APPROVAL. AT A MINIMUM, THE ENGINEER WILL REQUIRE THE INSTALLATION OF CATCH BASIN FILTERS IN CATCH BASINS AND YARD DRAINS DOWNSTREAM OF ANY EXCAVATION, MAINTAINING DRAINAGE AND MINIMIZING RUNOFF, KEEPING WORKSITE AND THE STREET CLEAN AND FREE OF DEBRIS, AND ANY ADDITIONAL MEASURES AS REQUIRED BY THE ENGINEER DURING CONSTRUCTION. ALL COSTS ASSOCIATED WITH IMPLEMENTING TESC MEASURES SHALL BE INCLUDED IN THE UNIT CONTRACT PRICE FOR THE VARIOUS BID ITEMS THROUGHOUT THE PROJECT.</p>



Know what's below.
Call before you dig.

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SITE PREPARATION NOTES

- 1 LOCATE REMOVE AND DISPOSE OF BURIED PEDESTRIAN LIGHT BASE. NO COST ADJUSTMENTS FOR PREVIOUSLY REMOVED BASES WHEN APPROVED BY AGENCY STAFF UNLESS QTY. IS GREATER THAN SHOWN.
- 2 REMOVE, AND DISPOSE SURPLUS BIKE RACK TO AGENCY.
- 3 SPRAY PARK MAY BE CLOSED DURING CONSTRUCTION BUT MUST BE PUBLICLY ACCESSIBLE FROM 6TH STREET BEGINNING TWO FRIDAYS BEFORE MEMORIAL DAY WEEKEND.
- 4 CONSTRUCTION LIMITS.
- 5 AREAS WEST OF THIS LIMIT SHOULD REMAIN PUBLICLY ACCESSIBLE EXCEPT DURING ACTIVE CONSTRUCTION.
- 6 APPROX. LOCATION OF EXISTING 4" IRR. SLEEVE. CONTRACTOR TO VERIFY LOCATION IF USED BY CONTRACTOR ON IRRIGATION SYSTEM WORKING DRAWING.
- 7 ROADWAY LANDSCAPE STRIPS AND ADJACENT SIDEWALKS SHALL REMAIN PUBLICLY ACCESSIBLE EXCEPT DURING ACTIVE CONSTRUCTION. CLOSURES PERMITTED WITH APPROVED PEDESTRIAN DETOUR PLAN.
- 8 REMOVE AND DISPOSE OF EXISTING SHRUBS.

GENERAL NOTES

- 1. HIGH VISIBILITY FENCING OR APPROVED EQUAL SHALL BE USED TO SECURE THE CONSTRUCTION LIMITS. ANY PERMIT CONDITION REQUIRED EROSION CONTROL FENCING MAY BE CONSIDERED EQUAL. SEE GRADING AND IRR. PLAN GENERAL NOTE 6 FOR PERMIT REQUIRED CONTRACTOR RESPONSIBILITY.

811
Know what's below.
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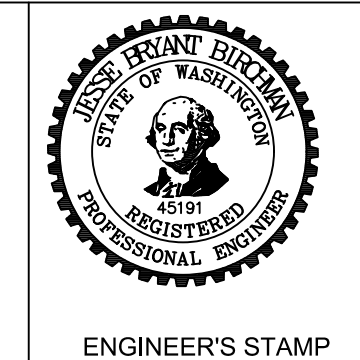
ELEVATION DATUM IS NAVD 1988

REVISIONS	DATE	DRAFTER:	JASON C.
1.		ENGINEERING CHECKER:	JESSE B.
2.		CONSTRUCTION SUPERVISOR:	JESSE B.
3.		OPERATIONS MANAGER:	
4.		CITY ENGINEER:	MAX P.

EXAMINED AND APPROVED FOR CONSTRUCTION ON THIS

BY _____

CITY OF MARYSVILLE
DEPARTMENT OF PUBLIC WORKS



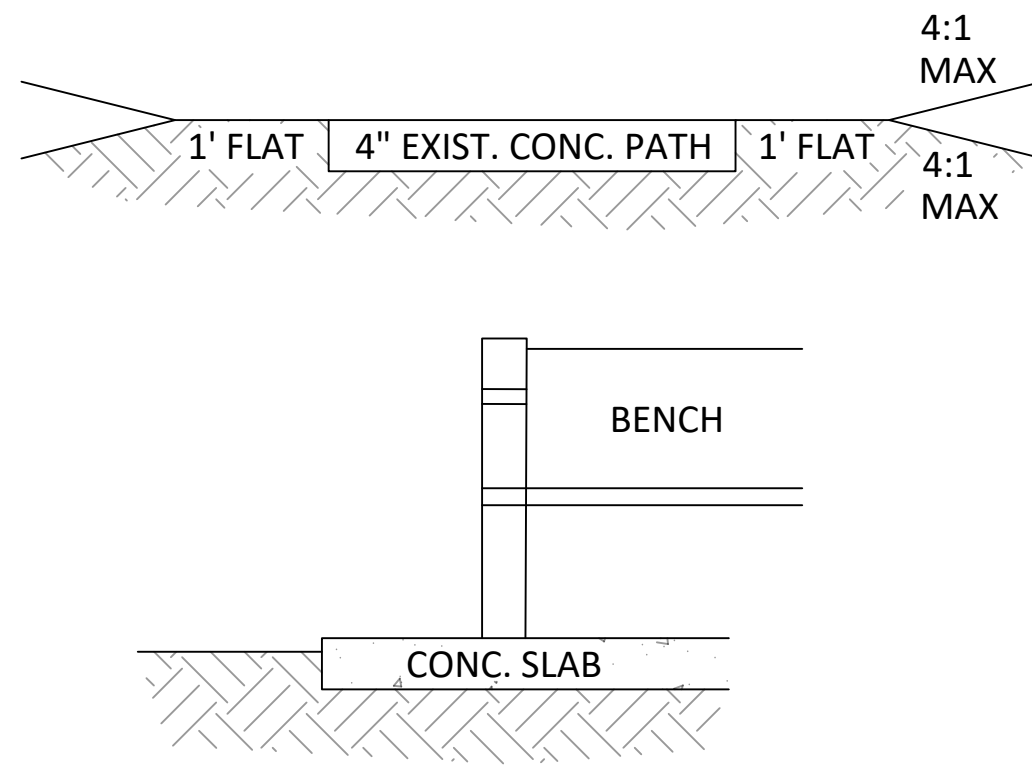
CITY OF MARYSVILLE
PUBLIC WORKS DEPARTMENT
80 COLUMBIA AVE MARYSVILLE, WA 98270 (360) 363-8100

COMEFORD PARK

EXISTING CONDITIONS & SITE PREPERATION

HOR SCALE 1"=20'
VER SCALE 1"=20'
DWG. NO. C-1
SHEET 1 of 4

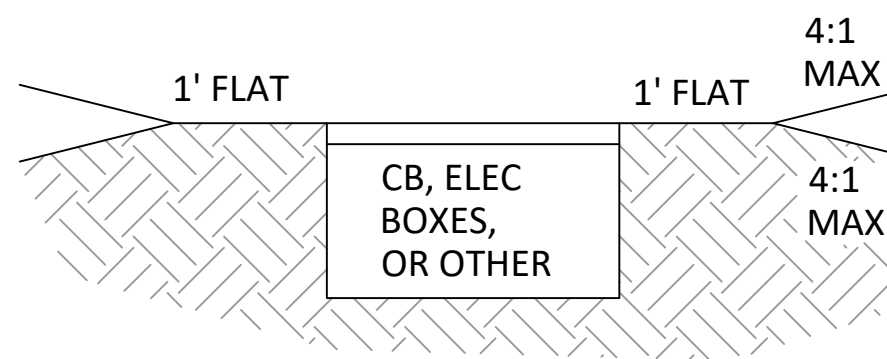
B GRADING TO EXISTING CONCRETE STRUCTURES
SCALE: NONE



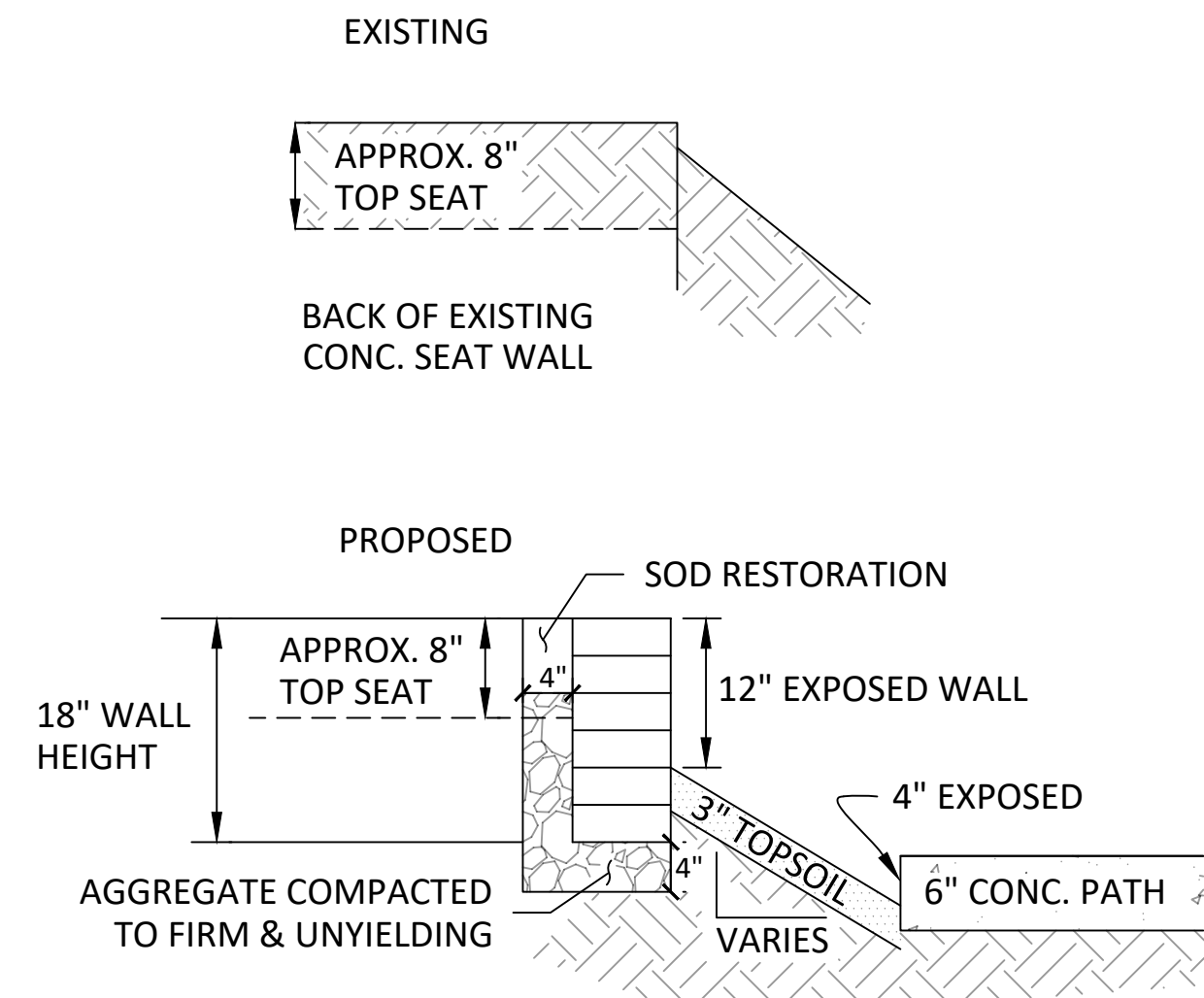
NOTES:

- 1" MAX EDGE AT EXISTING STRUCTURES SHALL BE SUPPLEMENTED BY TOPSOIL TYPE A TO ACHIEVE THIS REQUIREMENT.
- SEE SP _____ FOR TOPSOIL TYPE A AND SP _____ FOR GRASS SEED SPECIFICATION.

C GRADING TO EXIST. & NEW BOXES & VAULTS
SCALE: NONE



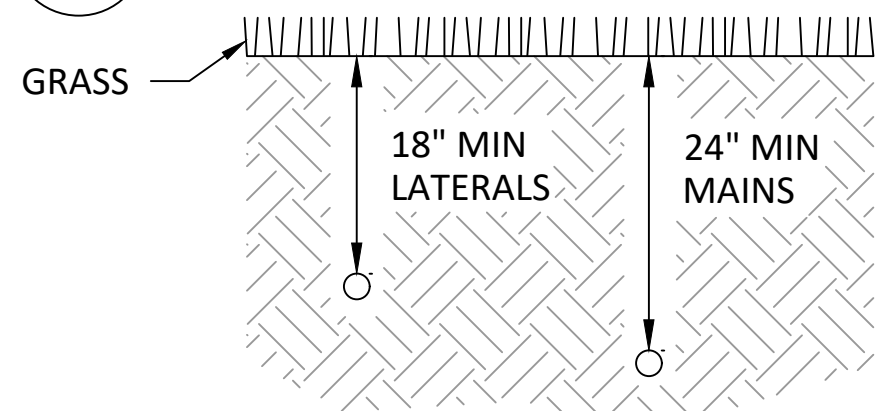
D RETAINING WALL
SCALE: NONE



NOTES:

- GRAY COLORED MODULAR BLOCKS BETWEEN 10-16" WITH TOP CAP SHALL BE USED.
- WALL BLOCKS SHALL BE SECURED WITH CONNECTING PINS AND ADHESIVE.
- EXISTING SOD MAY BE REUSED FOR RESTORATION IN AREAS NOT INCL. REMOVE AND DISPOSAL OF EXISTING SOD. WITH AGENCY APPROVAL. TOPSOIL TYPE A AND GRASS SEED SHALL OTHERWISE BE USED.

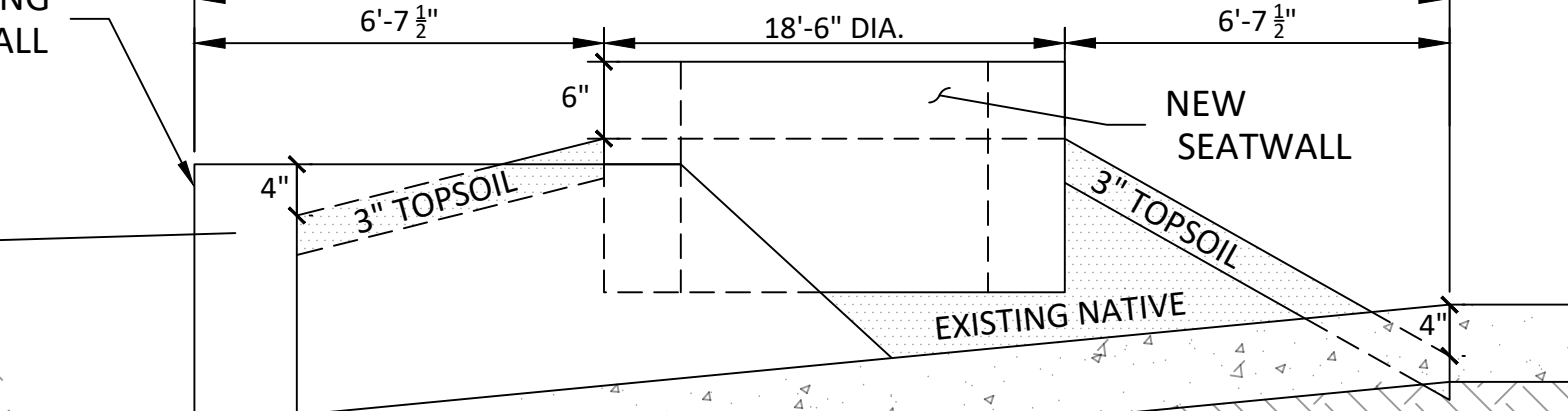
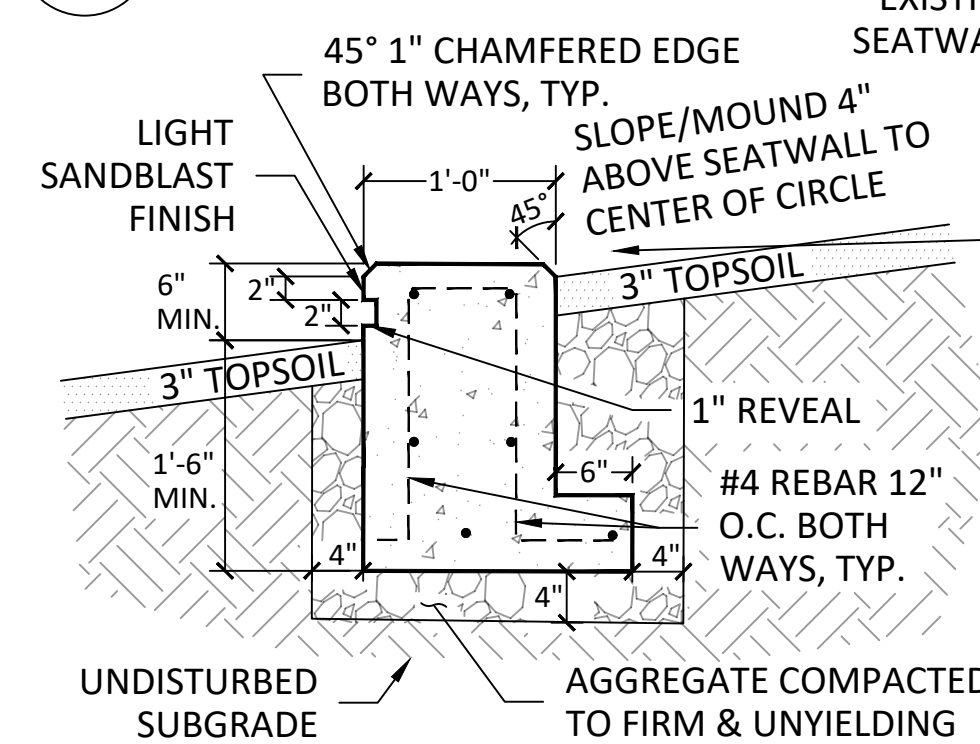
E TYPICAL IRRIGATION TRENCH
SCALE: NONE



NOTES:

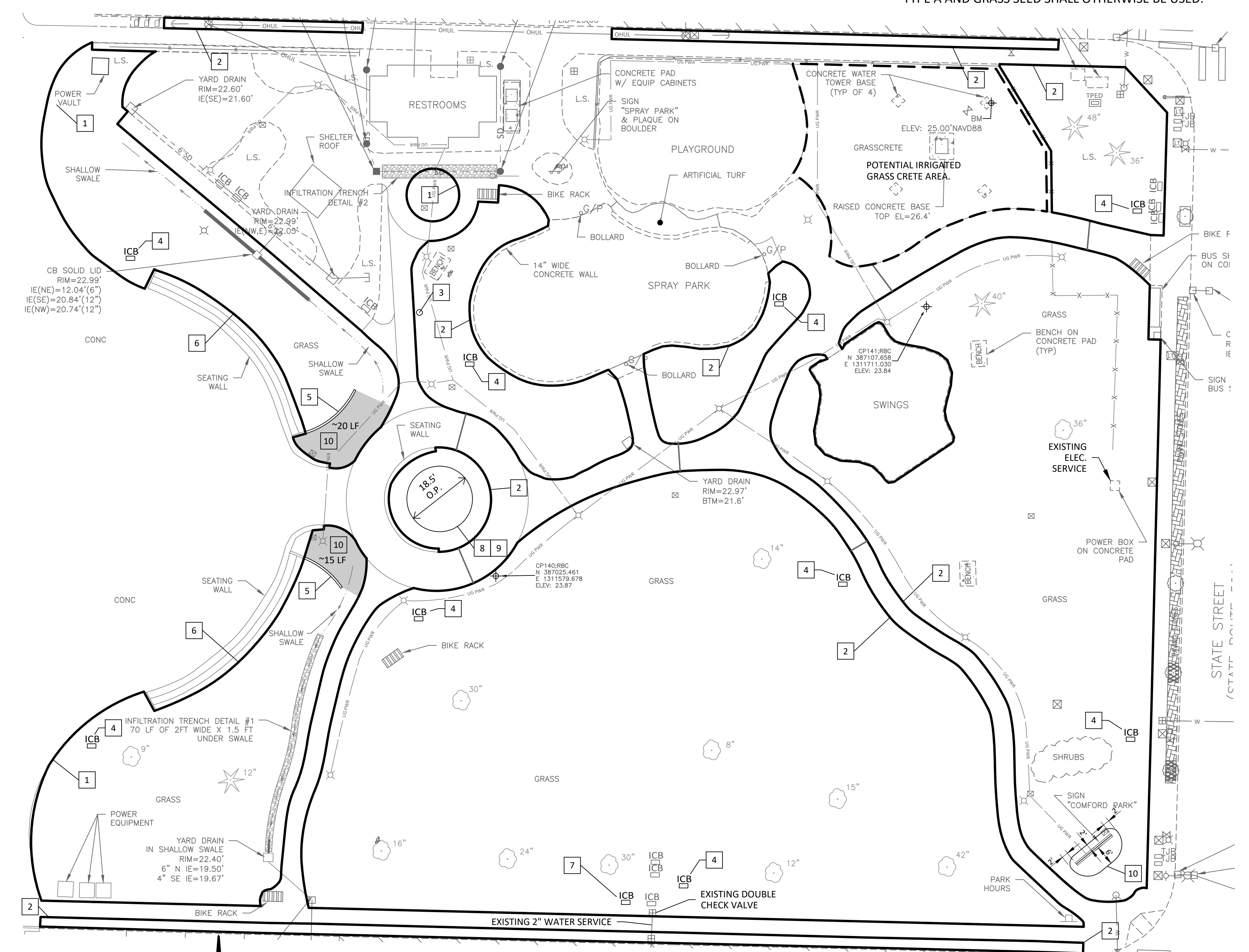
- NATIVE SOIL SHALL BE USED FOR BACKFILL.
- EXISTING SOD MAY BE REUSED FOR RESTORATION IN AREAS NOT INCL. REMOVE AND DISPOSAL OF EXISTING SOD WITH AGENCY APPROVAL. TOPSOIL TYPE A AND GRASS SEED SHALL OTHERWISE BE USED.

F CONCRETE SEATWALL
SCALE: NONE



NOTES:

- NATIVE SOIL SHALL BE USED FOR BACKFILL.
- EXISTING SOD MAY BE REUSED FOR RESTORATION IN AREAS NOT INCL. REMOVE AND DISPOSAL OF EXISTING SOD. WITH AGENCY APPROVAL. TOPSOIL TYPE A AND GRASS SEED SHALL OTHERWISE BE USED.



CONSTRUCTION NOTES

- INSTALL NEW IRRIGATION TO COVER AREA. EXISTING 4" IRR. SLEEVES AVAILABLE AS SHOWN. SEE DETAIL E, SHEET 1, AND S.P. 9-15.
- REMOVE, HAUL, AND DISPOSE OF EXISTING SOD/TOPSOIL. ADD TOPSOIL, TILL, AND SMOOTH. SUPPLEMENT WITH TOPSOIL TYPE A AS DIRECTED BY AGENCY. SEE DETAIL A (SHEET 3). INSTALL NEW IRRIGATION TO COVER AREA, SEE DETAIL E (THIS SHEET), AND SP 9-15
- CONNECT TO EXISTING IRR. MAINLINE TO NW. ABANDON EXISTING IRR. SYSTEM TO SOUTH AND EAST. LOCATION IS APPROX. CONTRACTOR TO LOCATE.
- NEW QUICK COUPLER AND ICB. CONNECT TO NEW IRRIGATION. FINAL LOCATIONS SHALL BE SHOWN ON APPROVED IRRIGATION SYSTEM WORKING DRAWING TO BE SUBMITTED FOR REVIEW AND APPROVAL.
- INSTALL INTERLOCKING MODULAR BLOCK RETAINING WALL. REGRADE PER DETAIL D AND LANDSCAPE PLAN AND FOLLOW MAX ELEV. FOR DISTANCE SHOWN.
- IRR. HEADS SHALL BE LOCATED AT BACK OF SEAT WALL. WATER SHALL NOT SPRAY ONTO SEAT WALL.
- INSTALL IRR. CONTROLLER, PEDESTAL, AND FOUNDATION PER MANUFACTURER REQ. FOUNDATION SHALL BE FLUSH TO GROUND AND EXTEND 18" FROM PEDESTAL EDGE. INSTALL CONTROLLER ELEC. CONDUIT, WIRING, AND PULL BOXES TO ELEC. SERVICE CABINET SHOWN. PULL BOXES SHALL BE SPACED 150 LF MAX OF CONDUIT. CONDUIT & JB FOR ELEC. CONDUIT PLAN (BID ADDITIVE) MAY BE USED.
- CONSTRUCT CONCRETE SEATWALL PER DETAIL F. CENTER WITHIN WALKING PATH/SIDEWALK, REGARDLESS OF EXIST SEAT WALL.
- RELOCATE EXISTING ELEC. OUTLETS 2.0 FEET FROM I.D. OF NEW SEATWALL. INCL. ALL ADDITIONAL CONDUIT AND WIRING. SEE S.P. 6-11.5.
- REMOVE, HAUL, AND DISPOSAL OF EXISTING SOD, GRADE PER DETAIL D AND AS FIELD DIRECTED AT PARK SIGN, AND ADD TOPSOIL. SEE LANDSCAPE NOTE 2 (SHEET 3).

GENERAL NOTES

- CONTRACTOR SHALL PREPARE A DETAILED IRRIGATION SYSTEM TYPE 3 WORKING DRAWING IDENTIFYING PROPOSED MAINLINES, LATERALS, SPRAY HEADS AND LABELING MATERIALS. SEE S.P. 9-15 AND S.P. 8-03. INVESTIGATE POTENTIAL IRRIGATION OF GRASSCRETE FOR POSSIBLE CHANGE ORDER.
- GRADING AND SMOOTHING SHALL CONFORM TO DETAIL A (SHEET 3), AND DETAILS B AND C (THIS SHEET).
- ALL IRR. BOXES AND LIDS SHALL ACCOMODATE 5,000 LB STATIC LOAD, BE GREEN COLORED, OR APPROVED EQUAL BY AGENCY.
- A CITY CLEARING AND GRADING PERMIT IS REQUIRED AND WILL BE PROVIDED BY THE AGENCY. THE CONTRACTOR IS RESPONSIBLE FOR EROSION CONTROL DEFERRED SUBMITALS AND APPROVAL WITHOUT ADDITIONAL COST TO THE CITY.
- ADDITIONAL TOPSOIL EXCEEDING DETAIL A MAY BE DIRECTED BY THE AGENCY TO FILL AREAS DURING TILLING AND SMOOTHING, AND SHALL BE TILLED BEFORE SMOOTHING.

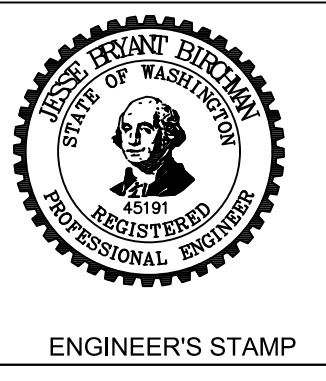
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ELEVATION DATUM IS NAVD 1988

REVISIONS	DATE	DRAFTER:	JASON C.
1.		ENGINEERING CHECKER:	JESSE B.
2.		CONSTRUCTION SUPERVISOR:	JESSE B.
3.		OPERATIONS MANAGER:	
4.		CITY ENGINEER:	MAX P.

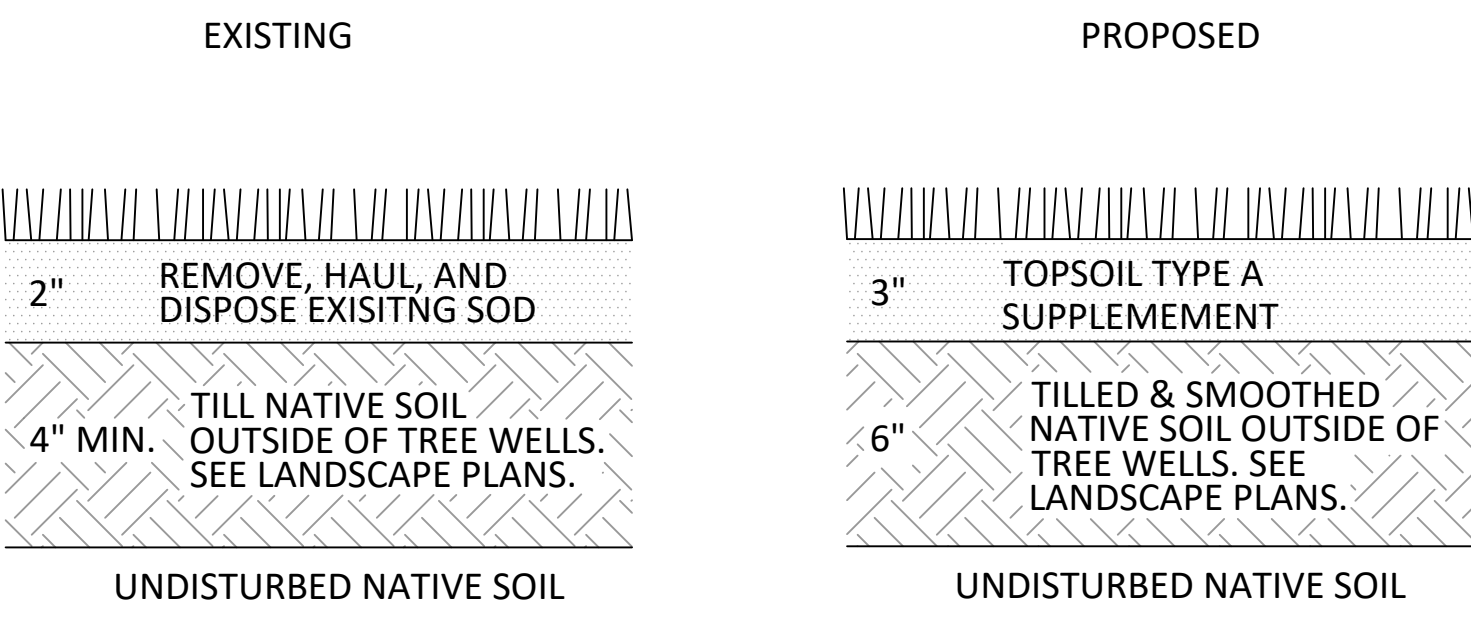
EXAMINED AND APPROVED FOR CONSTRUCTION ON THIS
BY _____
CITY OF MARYSVILLE
DEPARTMENT OF PUBLIC WORKS



CITY OF MARYSVILLE
PUBLIC WORKS DEPARTMENT
80 COLUMBIA AVE MARYSVILLE, WA 98270 (360) 363-8100
COMEFORD PARK
GRADING & IRRIGATION

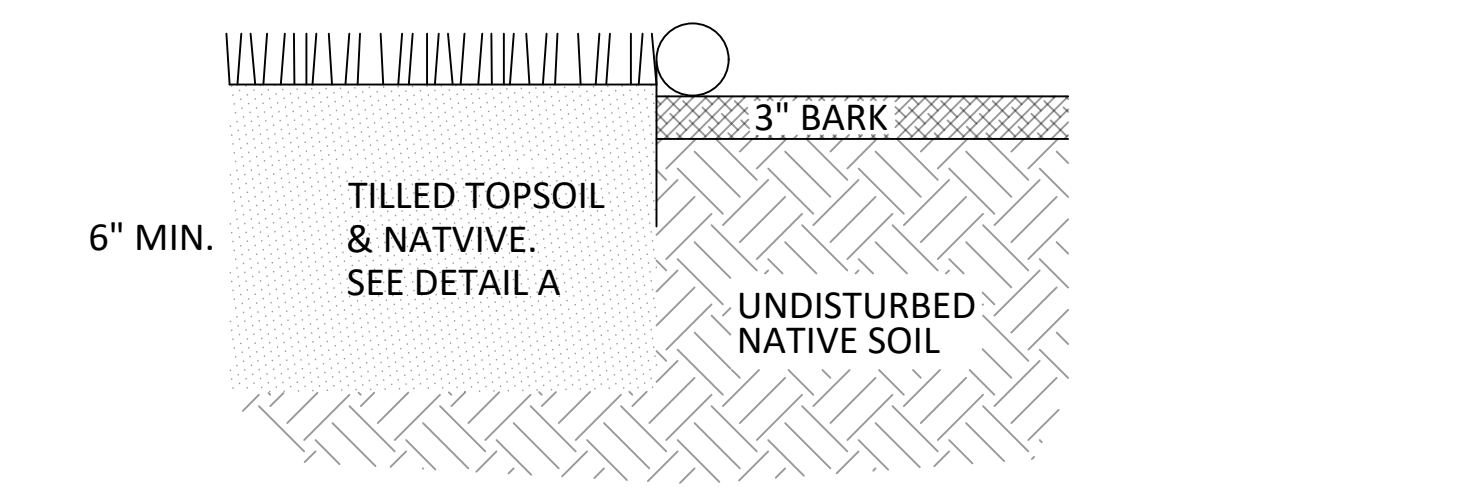
HOR SCALE
1"=20'
VER SCALE
1"=20'
DWG. NO.
C-2
SHEET
2 of 4

A SOD REMOVAL, PREPARATION, AND LAWN SEEDING
SCALE: NONE



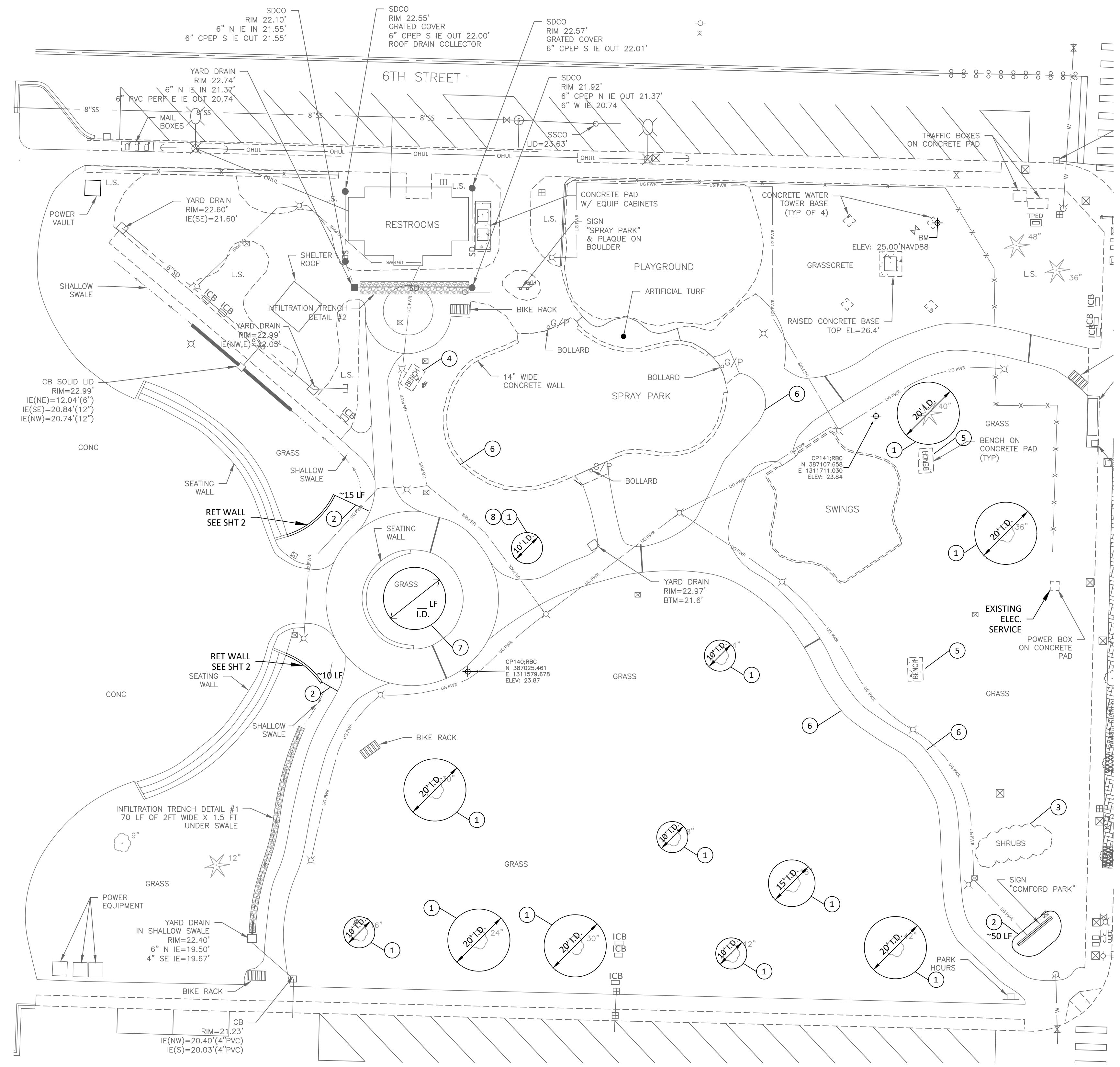
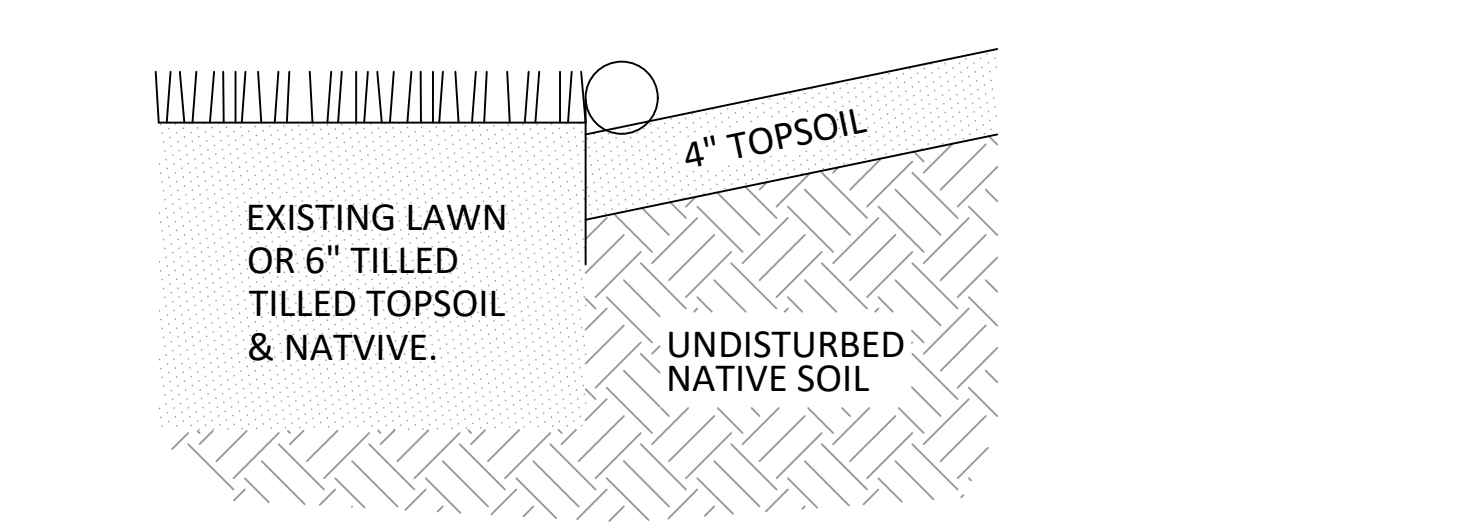
- NOTES:
1. TILLED AND SMOOTHED NATIVE SOIL SHALL BE ROLLED AND RAKED TWO TIMES BEFORE APPLYING GRASS HYDROSEED.
 2. SEE SP 9-14.2(1) FOR TOPSOIL TYPE A AND SP 9-14.3 FOR GRASS SEED SPECIFICATION.
 3. CARE SHALL BE TAKEN TO AVOID DAMAGING SHALLOW OR EXPOSED TREE ROOTS DURING SOD REMOVAL. THE AGENCY MAY APPROVE MINIMAL SOD RETENTION TO AVOID ROOT DAMAGE.

G TREE WELL EDGING
SCALE: NONE



- NOTES:
1. TILLED AND SMOOTHED NATIVE SOIL SHALL BE ROLLED AND RAKED TWO TIMES BEFORE APPLYING GRASS HYDROSEED.
 2. SEE SP 9-14.2(1) FOR TOPSOIL TYPE A AND SP 9-14.3 FOR GRASS SEED SPECIFICATION.
 3. CARE SHALL BE TAKEN TO AVOID DAMAGING SHALLOW OR EXPOSED TREE ROOTS DURING SOD REMOVAL. THE AGENCY MAY APPROVE MINIMAL SOD RETENTION TO AVOID ROOT DAMAGE.

H LANDSCAPE EDGING
SCALE: NONE



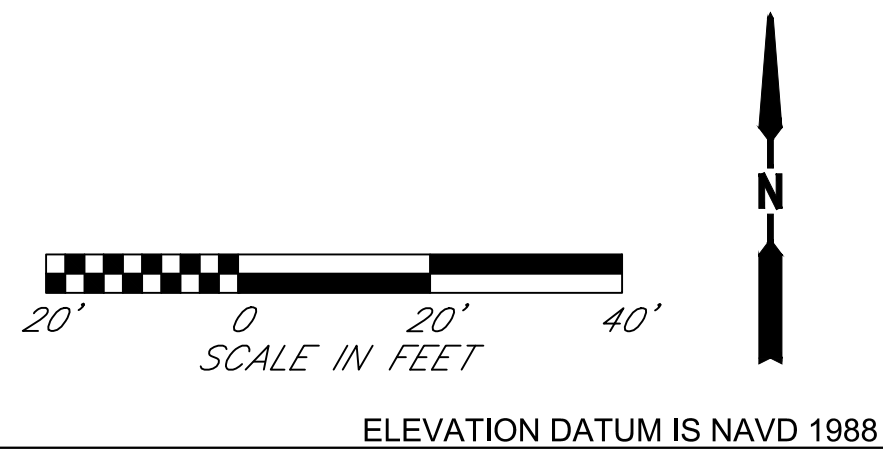
LANDSCAPE NOTES

1. CONSTRUCT BARK MULCH RINGS TO DIA. SHOWN BY REMOVING SOD PER DETAIL A, APPLYING PRE-EMERGENT HERBICIDE, AND INSTALLING EDGING AND BARK PER DETAIL G.
2. INSTALL LANDSCAPE EDGING AND TOPSOIL TO CREATE PLANT BED. SEE DETAIL H (THIS SHEET) AND DETAIL D (SHEET 2).
3. REMOVE, HAUL, AND DISPOSE EXISTING SHRUB BEFORE SOD/LAWN PREPARATION.
4. REMOVE AND RESTORE 5'X8'X4' EXISTING BENCH FOLLOWING GRADING AND CONCRETE BASE TO FINISHED GRADE.
5. PROTECT AND MAINTAIN EXISTING BENCH DURING CONSTRUCTION.
6. PREPARE AND CONSTRUCT LAWN AREA PER S.S. 8-02 AND DETAIL A. GRASS SEED AND FERTILIZER PER S.P. 9-14 SHALL BE APPLIED BY HYDROSEEDER AT FIRST APPLICATION. A SECOND FERTILIZER APPLICATION SHALL OCCUR FOLLOWING THE SECOND LAWN ESTABLISHMENT MOWING [S.S. 8-02.3(10)C].
7. SEE SHEET 2 FOR CONCRETE SEATWALL.
8. INSTALL BARK MULCH RING. NEW TREE TO BE INSTALLED BY AGENCY STAFF.

GENERAL NOTES

1. TREES AND DECORATIVE PLANTS WILL BE INSTALLED BY AGENCY STAFF.

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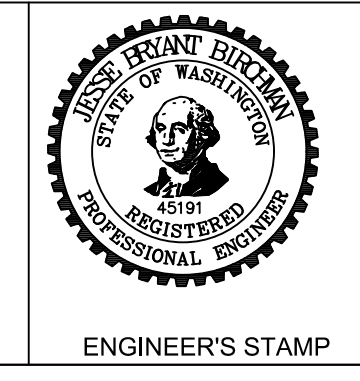
REVISIONS	DATE	DRAFTER:	JASON C.
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2.		CONSTRUCTION SUPERVISOR:	JESSE B.
3.		OPERATIONS MANAGER:	
4.		CITY ENGINEER:	MAX P.

EXAMINED AND APPROVED FOR CONSTRUCTION ON THIS

BY _____

xxxx

CITY OF MARYSVILLE
DEPARTMENT OF PUBLIC WORKS



CITY OF MARYSVILLE
PUBLIC WORKS DEPARTMENT
80 COLUMBIA AVE MARYSVILLE, WA 98270 (360) 363-8100

**COMEFORD PARK
LANDSCAPING PLAN**

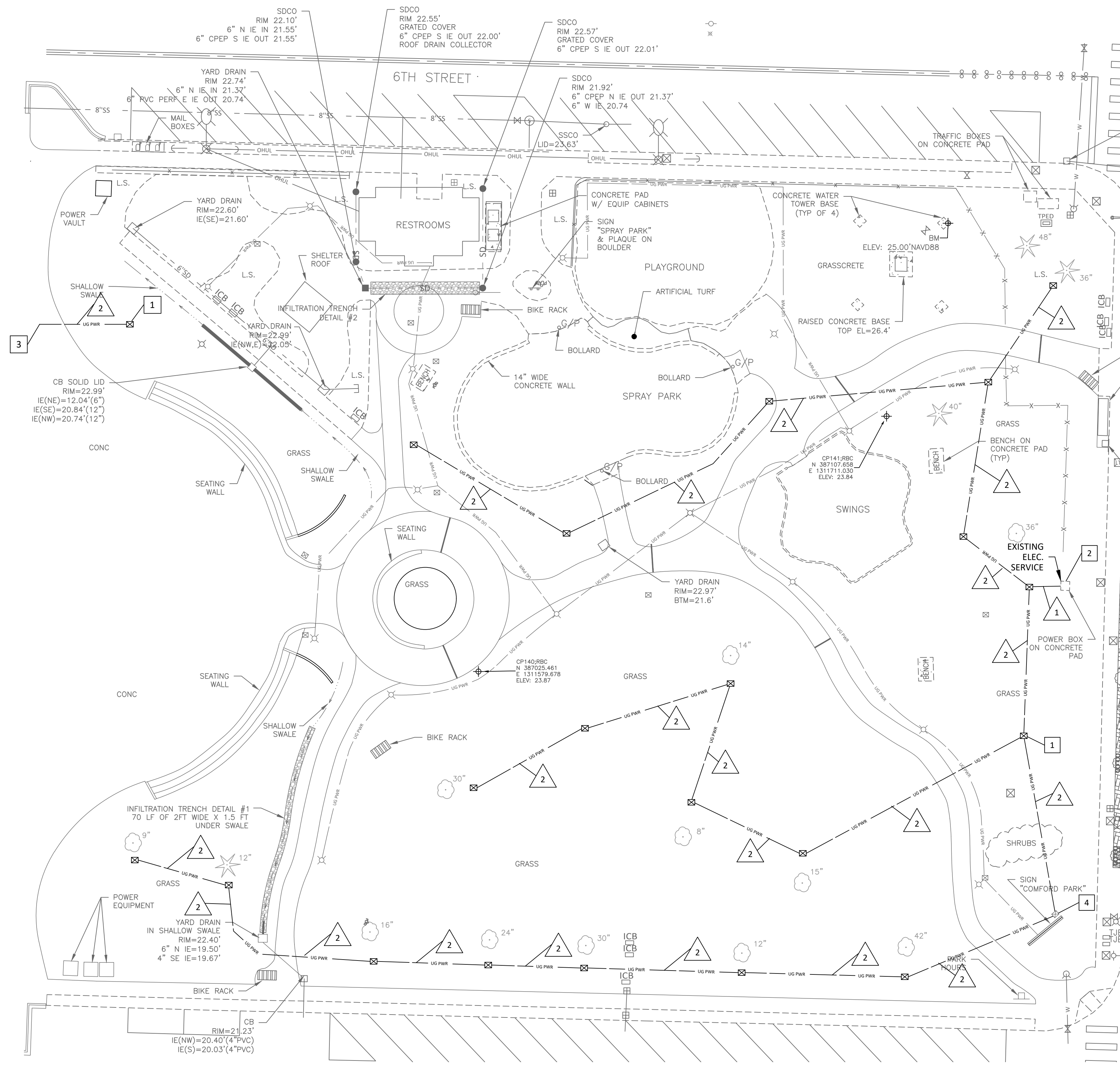
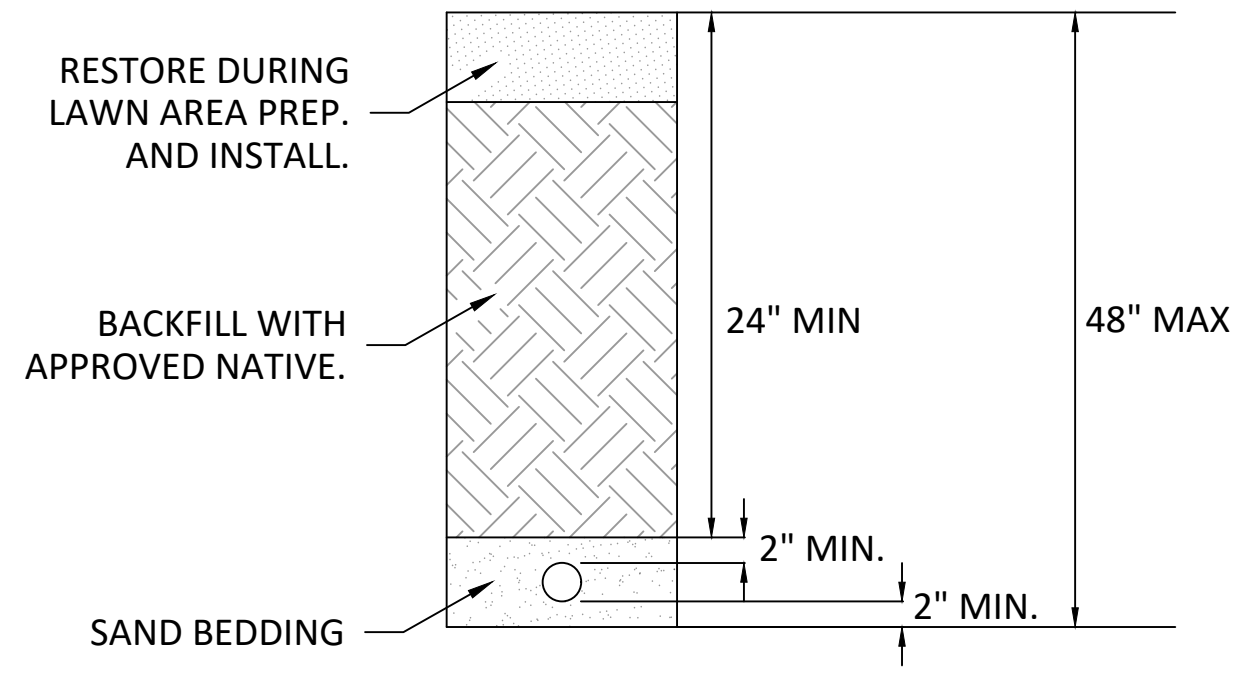
HOR SCALE
1"=20'

VER SCALE
1"=20'

DWG. NO.
C-3

SHEET
3 of 4

I TYP. ELEC. TRENCH
SCALE: NONE



ELECTRICAL NOTES

- 1 FURNISH AND INSTALL ELECTRICAL JUNCTION BOX. LOCATE IN GRASS ADJACENT TO BARK MULCH RINGS OR AS SHOWN.
- 2 CONNECT CONDUIT TO EXISTING SERVICE CABINET.
- 3 CONNECT CONDUIT TO EXISTING BOX IN NEAREST STREET TREE OUTLET.
- 4 REPLACE EXISTING JB WITH NEW JB. SURPLUS EXISTING TO AGENCY STAFF.

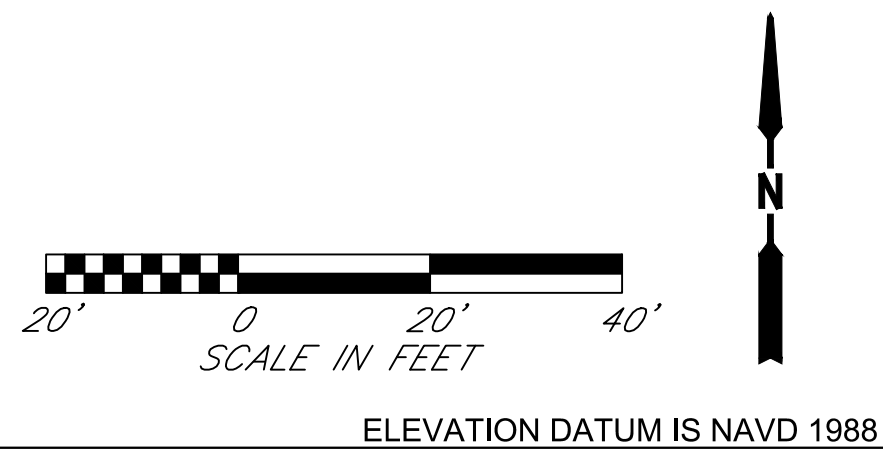
CONDUIT NOTES

- 1 INSTALL 3" PVC PIPE, SCHEDULE 40 WITH PULL TAPE.
- 2 INSTALL 2" PVC PIPE, SCHEDULE 40 WITH PULL TAPE.

GENERAL NOTES

1. ALL ELECTRICAL BOXES AND LIDS SHALL HAVE A MIN. VERTICAL LOAD RATING OF 5,000 LB, BE GRAY COLORED, 12"W x 17"L x 12"D, OR APPROVED EQUAL BY AGENCY.
2. SEE DETAIL I FOR TYPICAL ELEC. TRENCH AND DETAIL C (SHEET 2) FOR ELEC. JB.

S:\Eng\Projects\Parks\P2301 - Comeford Park Landscaping with Irrigation\CAD\Comeford Park Grading & Irrig.dwg

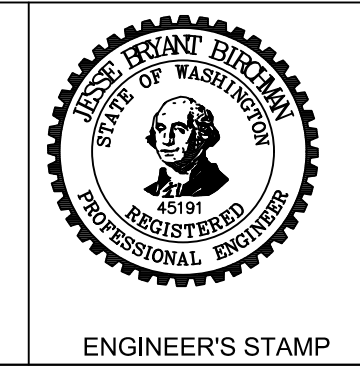


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2.		CONSTRUCTION SUPERVISOR:	JESSE B.
3.		OPERATIONS MANAGER:	
4.		CITY ENGINEER:	MAX P.

EXAMINED AND APPROVED FOR CONSTRUCTION ON THIS

BY _____

CITY OF MARYSVILLE
DEPARTMENT OF PUBLIC WORKS



CITY OF MARYSVILLE
PUBLIC WORKS DEPARTMENT
80 COLUMBIA AVE MARYSVILLE, WA 98270 (360) 363-8100

COMEFORD PARK
ELECTRICAL CONDUIT (BID ADDITIVE)

HOR SCALE 1"=20'
VER SCALE 1"=20'
DWG. NO. C-4
SHEET 4 of 4



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 6, 2023

SUBMITTED BY: Utility Manager Adam Benton, Public Works

ITEM TYPE: Bid Award

AGENDA SECTION: **Review Bids**

SUBJECT: Contract Award - Cedarcrest Booster Pump Replacement

SUGGESTED ACTION: I move to authorize the Mayor to award and execute the contract for the Cedarcrest Booster Pump Replacement project to PumpTech, LLC in the amount of \$127,582.28 including Washington State Sales Tax and approve a management reserve of \$12,758.23 for a total allocation of \$140,340.51.

SUMMARY:

One of the City's three pumps, at its Cedarcrest Booster Pump Station, failed in early September 2022. As such, City staff solicited bids from qualified contractors, listed on the small works roster (MRSC), for the repair or replacement of this pump, on January 18, 2023. PumpTech, LLC, while being the only bid received, is considered to be responsive and responsible and as such is the apparent low bidder.

Based upon the bid for repair or replacement provided by PumpTech, LLC, showing that repairing this pump will be more expensive than replacement, staff recommend replacement of the failed pump. This will include the removal of the failed pump, decommissioning of the old mercury motor pump and replacement with a new Integrity 12ILH6C-14072_B7 6 Stage Submersible pump.

Staff recommends award of the contract to PumpTech, LLC in the amount of \$127,582.28. Staff also requests approval of a 10% management reserve, or \$12,758.23, for a total allocation of \$140,340.51.

ATTACHMENTS:

[_SPWContract - Cedarcrest Pump 2023 - Unexecuted.pdf](#)

SMALL PUBLIC WORKS CONTRACT

THIS SMALL PUBLIC WORKS CONTRACT (the “Contract”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (the “City”), and PumpTech, LLC., a a limited liability corporation, organized under the laws of the state of Delaware, located and doing business at 12020 SE 32nd Street, Suite 2, Bellevue, WA 98005 (the “Contractor”).

WHEREAS, the City desires replace one of the failed pumps at the Cedarcrest Booster Pump Station; and

WHEREAS, the Contractor represents that it is qualified and possesses sufficient skills and the necessary capabilities to perform, carry out, and complete the project and submitted a bid, proposal, or quote to the City to carry out the project; and

WHEREAS, the Contractor and the City desire to enter into this Contract for completion of the project in accordance with the terms and conditions of this Contract;

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

1. Scope of Work—the Project.

The Contractor shall perform, carry out, and complete the Cedarcrest Booster Pump Replacement Project (the “Project”) more fully described in **EXHIBIT A** which is attached hereto and incorporated by this reference. Exhibit A may reference or include a description of the Project, the Contractor’s bid/proposal, plans, drawings, or technical specifications (collectively, with this Contract, the “Contract Documents”).

2. Term of Contract.

The term of this Contract shall commence upon full execution of this Contract by the City and the Contractor and shall terminate upon final payment by the City to the Contractor, unless sooner terminated by either party under Section 8 or another applicable provision of the Contract. The Project shall be completed no later than June 16, 2023.

3. Commencement of Work.

The Contractor shall not commence any work under this Contract until the City issues a Notice to Proceed. The City will not issue a Notice to Proceed until the Contractor satisfies the following conditions:

- a. The Contract has been signed and fully executed by the parties.
- b. The Contractor has provided the City with satisfactory documentation that the Contractor is licensed and bonded as a contractor in the State of Washington.
- c. The Contractor has obtained a City of Marysville Business License and a State of Washington Unified Business Identifier number.

- d. The Contractor has provided the City with satisfactory documentation that it has industrial insurance coverage as required by Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW.
- e. The Contractor has provided the City with satisfactory documentation that it is not disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- f. The Contractor has provided the City with all certificates of insurance required under Section 13.

The Contractor must satisfy the proceeding conditions within fourteen (14) calendar days of the City providing the Contractor notice of the award of the Contract. The Contractor shall commence work on the Project within seven (7) calendar days of the City issuing the Notice to Proceed.

4. Payment for Project.

a. Total Contract Sum for the Project. The City shall pay the Contractor, for satisfactory completion of the Project, a Total Contract Sum not to exceed One Hundred Twenty Seven Thousand Five Hundred Eighty Two Dollar and Twenty Eight Cents (\$127,582.28) including all applicable Washington State Sales Tax. The Total Contract Sum includes all expenses and costs incurred in planning, designing, and constructing the Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project in conformance with the Contract Documents.

b. Statement of Intent to Pay Prevailing Wages. The City will not make any payment to the Contractor prior to receiving a copy of Contractor's Intent to Pay Prevailing Wages (or a Combined Intent/Affidavit if approved by the City).

c. Payments. The City will only pay the Contractor for satisfactorily completed work on the Project within the scope of the Contract Documents. Progress payments shall be based on the timely submittal by the Contractor of an invoice in a form acceptable to the City. The form shall be appropriately completed and signed by the Contractor. Invoices not signed and/or completed shall be considered incomplete and ineligible for payment consideration. The City shall initiate authorization for payment after receipt of a satisfactorily completed invoice form and shall make payment to the Contractor within approximately thirty (30) calendar days thereafter. Progress payments shall be subject to retainage in accordance with subsection 7(b) below.

d. Withholding for Defective or Unauthorized Work. The City reserves the right to withhold payment from the Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of the Contract Documents; and extra work and materials furnished without the City's written approval. If, during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract Documents, the Contractor shall correct or modify the work to comply with the requirements of the Contract Documents. The City shall have the right to

withhold payment for such work until it meets the requirements of the Contract Documents. The City's decision not to, or failure to, withhold payment shall not constitute a waiver of the City's right to final inspection and acceptance of the Project.

e. Final Acceptance. Final Acceptance of the Project is determined when the Project is accepted by the Public Works Director or designee as being one hundred percent (100%) complete.

f. Final Payment: Waiver of Claims. The Contractor must request all changes and equitable adjustments, as provided for in Section 6, prior to seeking final payment. The Contractor's acceptance of final payment shall constitute a waiver of the Contractor's claims, except those previously and properly made and identified by the Contractor as unsettled at the time final payment is made and accepted.

g. Maintenance and Inspection of Financial Records. The Contractor shall maintain reasonable books, accounts, records, documents, and other evidence pertaining to the costs and expenses incurred and the consideration paid under this Contract, in accordance with reasonable and customary accepted accounting practices. All such records and accounts shall be subject to inspection and audit by representatives of City and the Washington State Auditor at all reasonable times and the Contractor shall provide the City copies upon request. The Contractor shall preserve and make available all such records and accounts for a period of three (3) years after final payment under this Contract.

5. Time is of Importance/Liquidated Damages.

Time is of importance in the performance of this Contract. The Contractor shall diligently pursue the Project work to physical completion by the date specified in Section 2. If said work is not completed within the time specified, the City will suffer harm, and the Contractor agrees to pay the City, as liquidated damages and for each and every calendar day said work remains uncompleted after expiration of the specified time, the sum set forth in Section 1-08.9 of the most recent edition of the WSDOT Standard Specifications for Road, Bridge, and Municipal Construction, published by the Washington State Department of Transportation and incorporated herein by this reference. This amount shall be fixed as liquidated damages that the City will suffer by reason of such delay and not as a penalty. The City will have the right to deduct and retain the amount of liquidated damages from any amounts due or to become due to the Contractor. The Contractor shall not be liable for liquidated damages if the delay was due to causes not reasonably foreseeable to the parties at the time of contracting or causes that are entirely beyond the control and without the fault or negligence of the Contractor. If the Project work is not completed by June 16th, 2023, liquidated damages will be assessed at 10% of the total contract price. If assessed, the liquidated damages will be deducted from the final payment for this work. If the Contractor believes there are issues outside of its control that prevent it from delivering this project by the stated completion date, it will immediately notify the Water Utility Manager. If the City in its own discretion agrees that there were circumstances outside of the control of the Contractor that prevented the Contractor from being able to deliver the Project by the completion date, then the Water Utility Manager, Project Manager and Contractor will immediately discuss and agree upon a new completion date.

6. Changes.

The City may issue a written change order for any change in the work specified in the Contract Documents during the performance of the Contract. If the Contractor determines, for any reason, that a change order is necessary, the Contractor must submit a written change order request to the City's Contract Representative within fourteen (14) calendar days of the date the Contractor knew or should have known of the facts and events giving rise to the requested change. If the Contractor fails to request a change order within the time specified in this paragraph, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the Project.

If the City determines that the change order increases or decreases the Contractor's costs or time for completion, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order.

The Contractor accepts all requirements of a change order by (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting it within five (5) business days. A change order that is accepted by the Contractor as provided in this section shall constitute full payment and final settlement of all claims for direct, indirect, and consequential costs, including costs of delays related to any work, either covered or affected by the change.

7. Bonding and Retainage.

a. Payment and Performance Bond. Pursuant to Chapter 39.08 RCW, the Contractor shall provide the City a payment and performance bond for the Total Contract Sum to be in effect until the later of: sixty (60) days after the date of Final Acceptance, receipt of all necessary releases from applicable state agencies, or until settlement of any liens filed under Chapter 60.28 RCW.

b. Retainage. The City shall withhold retainage in the amount of five percent (5%) of any and all payments made to the Contractor until the later of: sixty (60) days after the date of Final Acceptance, receipt of all necessary releases from applicable state agencies, or until settlement of any liens filed under Chapter 60.28 RCW. The amount retained shall be placed in a fund by the City pursuant to RCW 60.28.011(4)(a), unless otherwise instructed by the Contractor within fourteen (14) calendar days of Contractor's execution of this Contract.

c. Optional Withholding. If the Total Contract Sum is less than seventy five thousand dollars (\$75,000) and the Contractor requests, by initialing below, that the City not withhold retainage or require a payment and performance bond, the City shall, in lieu thereof, withhold ten percent (10%) of the Total Contract Sum until the later of: forty-five (45) days after the date of Final Acceptance or until the City receives an Affidavit of Wages Paid (or a Combined Intent/Affidavit, if approved by the City).

OPTIONAL: I, the undersigned Contractor, request that the City withhold 10% of the Total Contract Sum and waive bonding and retainage in lieu thereof: _____ (initial).

8. Termination of Contract.

a. Termination. The City may terminate this Contract and take possession of the premises and all materials thereon and finish the Project by whatever methods it may deem expedient, by giving ten (10) business days written notice to the Contractor, upon the occurrence of any one or more of the following: (1) The Contractor makes a general assignment for the benefit of its creditors, has a receiver appointed as a result of insolvency, or files for bankruptcy; (2) The Contractor persistently or repeatedly refuses or fails to complete the work herein necessary to complete the Project; (3) The Contractor fails to make prompt payment to a subcontractor for material or labor; (4) The Contractor persistently disregards instructions of the City's Contract Representative or otherwise substantially violates the terms of this Contract; or (5) The Contractor persistently disregards federal, state, or local laws, ordinances, regulations, or codes.

b. Payment in the Event of Termination. In the event this Contract is terminated by either party, the Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in the Contract Documents is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under this Contract exceeds the expense incurred by the City in finishing the Project and all damages sustained by the City or which may be sustained by reason of such refusal, neglect, failure, or discontinuance of performance, such excess shall be paid by the City to the Contractor. Such expense and damages shall include all reasonable legal expenses and costs incurred by the City to protect the rights and interests of the City under the Contract.

9. Contractor's Status as Independent Contractor.

The Contractor is a licensed, bonded, and insured contractor as required and in accordance with the laws of the State of Washington. The Contractor is acting as an independent contractor and has the ability to control and direct the performance and details of its work in the performance of each and every part of this Contract. Nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership, or agency between the Contractor and the City. No officer, employee, volunteer, agents, contractors, or subcontractors of the Contractor shall act on behalf of or represent him or herself as an agent or representative of the City. The Contractor and its officers, employees, volunteers, agents, contractors, and subcontractors shall not make a claim of City employment and shall not make a claim against the City for any employment related benefits, social security, and/or retirement benefits. The Contractor shall be solely responsible for compensating its officers, employees, volunteers, agents, contractors, and subcontractors and for paying all related taxes, deductions, and assessments, including, but not limited to, applicable use and sales taxes, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Contract.

10. Prevailing Wages.

This Contract is subject to the requirement of Chapter 39.12 RCW and no worker, laborer, or mechanic employed in the performance of any part of this Contract shall be paid less than the prevailing rate of wage as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington. The Contractor shall assure that it and any subcontractors fully comply with the requirements of Chapter 39.12 RCW, Chapter 49.28 RCW, and any further laws or regulations applicable because of federal funding, including the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5) and the Copeland “Anti–Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3) and ensure that any subcontractors also comply with these requirements.

The State of Washington prevailing wage rates for Snohomish County apply to work performed under this Contract. The applicable prevailing wage rates may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx> A copy of the applicable prevailing wage rates are available for viewing at the City and upon request, the City will mail a hard copy of the applicable prevailing wages.

11. Contractor’s Risk of Loss.

The Contractor understands that the whole of the work under this Contract is to be done at the Contractor’s risk. The Contractor is familiar with all existing conditions and other contingencies likely to affect the work on the Project, and has made its proposal, bid, or quote accordingly. The Contractor assumes the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion of the Project.

12. Indemnification and Hold Harmless.

a. The Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

b. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor’s liability hereunder shall be only to the extent of the Contractor’s negligence.

c. The Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, as provided in RCW 4.24.115. The indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts; provided the Contractor’s waiver of immunity by the provisions of this paragraph extends

only to claims against the Contractor by the City and does not include, or extend to, any claims by the Contractor's employees directly against Contractor. The obligations of the Contractor under this subsection have been mutually negotiated by the parties hereto, and the Contractor acknowledges that the City would not enter into this Contract without the waiver thereof of Contractor.

_____ (City Initials) _____ (Contractor Initials)

d. The provisions of this Section shall survive the expiration or termination of this Contract.

13. Insurance.

a. Insurance Term. The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the Contract and for thirty (30) days after the Final Acceptance date, unless otherwise indicated herein.

b. No Limitation. The Contractor's maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance or otherwise limit the City's recourse to any remedy available at law or in equity.

c. Minimum Scope of Insurance. The Contractor's required insurance shall be of the types and coverage as stated below:

- i. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
- ii. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse, or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
- iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

d. Minimum Amounts of Insurance.

The Contractor shall maintain the following insurance limits:

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

e. City Full Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

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

g. Contractor's Insurance for Other Losses. The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers, contractors, or subcontractors as well as to any temporary structures, scaffolding, and protective fences.

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

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

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

k. Subcontractors. The Contractor shall cause each and every subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by subcontractors. The Contractor shall ensure that the City is an additional insured on each and every subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.

l. Notice of Cancellation. The Contractor shall provide the City and all additional insureds for this work with written notice of any policy cancellation within two business days of its receipt of such notice.

m. Failure to Maintain Insurance. Failure on the part of the Contractor to maintain the required insurance shall constitute a material breach of the Contract, upon which the City may, after giving five (5) business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

14. Additional Responsibilities of the Contractor.

a. Permits. The Contractor will apply for, pay for, and obtain any and all City, county, state, or federal permits necessary to commence, construct, and complete the Project. All required permits and associated costs shall be included in the Total Contract Sum for the Project.

b. Work Ethic. The Contractor shall perform all work and services under and pursuant to this Contract in timely, professional, and workmanlike manner.

c. Safety. The Contractor shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of federal, state, and local laws, ordinances, regulations, and codes. The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards. The Contractor shall ensure that all trenches are provided with adequate safety systems as required by RCW Chapter 49.17 and WAC 296-155-650 and -655. The Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650 and -655.

d. Warranty and Correction of Defects. The Contractor guarantees and warrants all its work, materials, and equipment provided and utilized for the Project to be free from defects, damage, or failure which the City may, in its sole discretion, determine is the responsibility of the Contractor, for a period of one (1) year from the date of Final Acceptance of the Project. The Contractor is liable for any costs, losses, expenses, additional damages including consequential damages suffered by the City resulting from defects in, damage, or failure of the Contractor's work, materials, or equipment including, but not limited to, cost of materials and labor expended by the City in making repairs and the cost of engineering, inspection, and supervision by the City.

i. The Contractor is responsible for correcting all defects in workmanship, materials, or equipment discovered within one (1) year after Final Acceptance.

ii. Within seven (7) calendar days of receiving notice of a defect, the Contractor shall start work to correct such defects and shall complete the work within a reasonable time. After performing corrections, the Contractor is responsible for defects in workmanship, materials, and equipment for one (1) year after the City's acceptance of those corrections.

iii. If damage may result from delay or where loss of service may result, the City may choose to complete such corrections by contract or any other means, in which case the costs associated with correcting the defects and any damages resulting from the defects shall be borne by the Contractor.

iv. If the Contractor fails to correct a defect after receiving notice of the defect from the City or fails to bear the costs associated with correcting a defect, the Contractor will thereafter be considered non-responsible with regards to all City projects for one (1) year following the notice of the defect.

e. Compliance with Laws. The Contractor shall perform all work and services under and pursuant to this Contract in full compliance with any and all federal, state, or local laws, ordinances, regulations, or codes. The Contractor shall obtain a City of Marysville Business License prior to commencement of work under this Contract.

f. Nondiscrimination. The Contractor agrees not to discriminate against any employee or applicant for employment or any other persons in the performance of this Contract because of race, religion, creed, color, national origin, marital status, sex, sexual orientation, gender identity, age, disability, or other circumstances as may be defined by federal, state, or local law, ordinance, or regulation except for a bona fide occupational qualification.

15. City Ownership of Work Products.

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

16. Assignment and Subcontractors.

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

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

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

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

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

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

17. Notices and Contract Representatives.

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

This Contract shall be administered for the City by the City’s Contract Representative, Kim Bryant, and shall be administered for the Contractor by the Contractor’s Contract Representative, Doug Staab. The parties may designate different Contract Representatives by sending written notice to the other party.

To the City: Kim Bryant, Water Utility Manager
 City of Marysville
 80 Columbia Avenue
 Marysville, WA 98270

To Contractor: Doug Staab
 PumpTech, LLC.
 12020 SE 32nd Street, Suite 2
 Bellevue, WA 98005

18. Conflict and Severability.

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

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

19. Integration, Supersession, and Modification.

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

20. Non-Waiver.

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

21. Survival.

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

22. Third Parties.

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

23. Governing Law.

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

24. Venue.

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

25. Attorney Fees.

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

26. Authority to Bind Parties and Enter into Contract.

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

27. Counterparts.

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

DATED this _____ day of _____, 2023.

CITY OF MARYSVILLE

By: _____
Jon Nehring, Mayor

DATED this 3rd day of March, 2023.

PUMPTECH, LLC.

By: _____

Grace Yi

Its: Director

Attested/Authenticated:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT A
Scope of Work and Contract Documents



SERVING THE PACIFIC NORTHWEST
PUMP SALES & SERVICE

City of Marysville Cedarcrest Booster Pump Inspection & Repair/Replacement

Owner: City of Marysville

Contractor: PumpTech LLC (ref # 172298)
12020 SE 32nd St., Suite 2
Bellevue, WA 98005
Contact: Kenny Sluis
Ph:(425) 644-8501

<i>Municipal</i>	<i>Industrial</i>	<i>Packaged Systems</i>
<input checked="" type="checkbox"/> PumpTech LLC 12020 SE 32nd St, Suite 2 Bellevue, WA 98005 Ph: 425-644-8501 Fax: 425-562-9213 bellevue@pumptechnw.com CONTRACTORS #	<input type="checkbox"/> PumpTech LLC 209 S Hamilton Rd Moses Lake, WA 98837 Ph: 509-766-6330 Fax: 509-766-6331 moseslake@pumptechnw.com WA:	<input type="checkbox"/> PumpTech LLC 116 W. Kearney St. Caldwell, ID 83605-2648 Ph: 208-473-1068 Fax: 509-766-6331 boise@pumptechnw.com ID:
		<input type="checkbox"/> PumpTech LLC 321 S. Sequoia Parkway Canby, OR 97013 Ph: 503-659-6230 Fax: 503-659-8718 canby@pumptechnw.com OR:
www.pumptechnw.com		



MUNICIPAL REFERENCES & MAJOR PROJECTS

PROJECT: Emmett Booster Station
NAME OF OWNER: City of Emmett
CONTACT PERSON: Clint Seamons
PHONE: 208-365-9569
PRIMARY CONTRACTOR: PumpTech, Inc.
CONTRACT AMOUNT: \$340,920
APPROX. DATE COMPLETED: July 2021
COMMENTS: Booster Station for the City of Emmett
ENGINEER: Keller & Associates

PROJECT: Independent Meat Lift Station
NAME OF OWNER: City of Twin Falls
CONTACT PERSON: Lee Glaesmann
PHONE: 208-735-7253
PRIMARY CONTRACTOR: PMF Contractors
CONTRACT AMOUNT: 85,387
APPROX. DATE COMPLETED: June 2021
COMMENTS: New Lift Station for Independent Meat
ENGINEER: Keller & Associates

PROJECT: City of Star Booster Well and Booster
NAME OF OWNER: City of Star
CONTACT PERSON: Kevin McLeod
PHONE: 208-286-7388
PRIMARY CONTRACTOR: PumpTech, Inc.
CONTRACT AMOUNT: \$389,000
APPROX. DATE COMPLETED: March 2021
COMMENTS: New Well and Booster Pumps
ENGINEER: Keller associates

PROJECT: City of Gig Harbor Well #3
NAME OF OWNER: City of Gig Harbor
CONTACT PERSON: Ken Andrews
PHONE: 253-377-9410
PRIMARY CONTRACTOR: PumpTech, Inc.
CONTRACT AMOUNT: \$223,601
APPROX. DATE COMPLETED: October 2021
COMMENTS: Remove old and install new Flowserve Submersible Turbine Pump.
ENGINEER: None

Staffing

G R A H A M	BUCHONIS	JUSTIN		Field Technician	(425) 644-8501		
	COOLEY	BENJAMIN		Field Helper	(425) 644-8501		
	HOLSTAD	JOE	(425) 864-1968	Field Technician	(425) 644-8501	111	jholstad@pumptechnw.com
	LONG	TOM	(425) 864-1958	VP Field Operations	(425) 644-8501	107	tlong@pumptechnw.com
	LONG	TIM	(425) 864-4653	Field Operations, Manager	(425) 644-8501	108	tim.long@pumptechnw.com

B E L L E V U E	BASINGER	RONNIE	(425) 894-7867	Service Technician	(425) 644-8501	207	rbasinger@pumptechnw.com
	DAVIS	MICAH	(425) 864-3005	Service Technician	(425) 644-8501	188	mdavis@pumptechnw.com
	YOST	JAY	(425) 628-3519	Service Technician	(425) 644-8501	106	jyost@pumptechnw.com

REPLACEMENT OPTION



Sales Quotation

TO:
 A/P Jinky Yago
 Marysville, City of
 80 Columbia Ave
 *****EMAIL INVOICES*****
 pwinvoices@marysvillewa.gov
 Marysville, WA 98270

Salesperson: Kirk Jackson / Kenny Sluis **Quote #:** 0172976-A
Lead Time: Est. 17 Weeks ARO **Date:** 1/18/2023
FOB: FOB ORIGIN - FFA **Expires:** 2/17/2023
Ship Via: BEST WAY **Bid Date:** 2/1/2023
Project Name: Cedarcrest Booster Pump Replace Option

Item	Description	Price	Qty	Extend
Replace Option	We are pleased to offer the following replacement submersible pump option for Cedarcrest		1.00	
Estimated Bowl assembly O&I	Estimated price to open and inspect existing bowl assembly - This will determine whether or not repair is feasible/economical	1600.00	1.00	1,600.00
Integrity Replacement Pump	Integrity 12ILH6C-14072_B7 6 Stage Submersible Turbine - Conditions: 1000 USgpm @ 400' TDH, 82.3% eff. * Submersible Bowl Assembly Section * - Model: 12ILH-6 Stage Submersible Turbine Bowl Assembly - 8" Ductile Iron Discharge Case with Glide 400 Polymer Bearing - Ductile Iron Bowls with 201SS Impellers - 12" Ductile Iron Motor Bracket with Glide 400 Polymer Bearing - 304SS Motor Bracket Screen - 1.6875" Diameter 416SS Bowl Shaft - 18-8SS Fasteners - 416SS Motor Coupling * Submersible Motor Section * - Hitachi 12", 150HP, 1800RPM, 3PH, 460V, Standard Submersible Motor - Minimum Submergence from Bottom of Suction for Vortex Suppression = 20" (In). - This DOES NOT include NPSHr requirements. NPSHr at Duty Point = 12.7 ft. * 8x10 Increaser * - 8" Male NPT x 10" Female NPT	70100.00	1.00	70,100.00

Continued



Sales Quotation

TO:
 A/P Jinky Yago
 Marysville, City of
 80 Columbia Ave
 *****EMAIL INVOICES*****
 pwinvoices@marysvillewa.gov
 Marysville, WA 98270

Salesperson: Kirk Jackson / Kenny Sluis **Quote #:** 0172976-A
Lead Time: Est. 17 Weeks ARO **Date:** 1/18/2023
FOB: FOB ORIGIN - FFA **Expires:** 2/17/2023
Ship Via: BEST WAY **Bid Date:** 2/1/2023
Project Name: Cedarcrest Booster Pump Replace Option

Item	Price	Qty	Extend
Decommission of old "H" Motor	Price to Decommission existing "H" Mercury Motor (please disregard if not necessary) Includes: - Factory mercury-safe shipping kit - Factory decommission - Crating and freight	22820.00	1.00 22,820.00
Pull, Install, and Start-up	Prevaling Wage Labor Price for the following: - PW Crane Crew labor for pulling existing pump - PW Crane Crew labor to install new pump - PW Service Technicial labor for start-up - 40 ton boom truck for (2) days total for pull and install	22100.00	1.00 22,100.00

NOTICE: ONGOING GLOBAL AND DOMESTIC SUPPLY INSTABILITIES
 Due to the global supply chain disruptions, and material shortages, PumpTech, LLC is unable to guarantee any current or previously quoted lead times. We always work vigorously to fulfill all orders as quickly as possible. Due to the continuous and ongoing global freight and material price increases, we are strictly following our Quotation Validity Time of 30 days from the date of the quote. We are doing our best to contain both costs and shipment dates.

Estimated lead times are subject to prior sale, availability and current shop loads. Lead times will be determined, per order, at the time of receipt of order acknowledgment from our suppliers. Once we have received acknowledgment, we will alert you to the current lead time. Where applicable, lead times will not begin until: internal engineering review and approval, 100% signed off approved submittals, and signed off drawings and/or contract approval. Freight is not included in this quote, unless specifically stated. PumpTech, LLC will not accept any penalties or LD's for any delays caused by COVID-19, material shortages, supply chain issues, or transportation delays.

The above order is subject to Pumptech, LLC's standard terms and conditions and credit approval which are attached and made part of this agreement. We appreciate your interest in our products and services and if you have any questions on our offerings please do not hesitate to call.
 By signature below, I accept this offering:

Signed: _____
 Name: _____ Title: _____

SubTotal	116,620.00
Freight:	0.00
Sales Tax:	10,962.28
Total - Check/Cash:	127,582.28
Total - Card:	131,728.76

FORMATION OF CONTRACT: These standard terms and conditions of sale ("Terms and Conditions") together with the sales covenants, the general specifications, the technical specifications, and any addendum thereto, including any acknowledgement by PUMPTECH, LLC, comprise the "Proposal" or "Sales Quotation" (collectively the "Quotation"), which upon acceptance by Purchaser become the "Agreement." Subject to prior credit approval by PUMPTECH, LLC (see "Credit Approval and Payment Terms" section below), Purchaser may accept the Quotation through: (i) delivering a purchase order that incorporates the Quotation by reference and payment of the initial deposit; (ii) other written indication by Purchaser of its acceptance of the Quotation along with payment of the initial deposit; (iii) delivering a purchase order or other written indication by Purchaser of its acceptance of the Quotation and agreement by both parties on a standard progress payment plan that does not require an initial deposit (see "Credit Approval and Payment Terms" section below); or (iv) receipt by Purchaser of PUMPTECH, LLC's acknowledgement without notice of rejection. The effective date of the Agreement shall be the date that PUMPTECH, LLC communicates to Purchaser via PUMPTECH, LLC's acknowledgement, in writing. PUMPTECH, LLC's obligations under the Quotation or the Agreement shall not commence until the effective date. The scope of work for the Agreement is limited to the equipment, machinery, goods, engineering services (if applicable) and/or related commissioning services (if applicable) specifically set forth in the Agreement ("Equipment"). The scope of work does not include installation or any on-site services unless specifically identified as being included in the price in the Agreement. Any terms and conditions contained in any purchase order, plans and specifications, correspondence, or accompanying payment for delivery of the Equipment, which are different from or in addition to the Terms and Conditions herein, shall not be binding on PUMPTECH, LLC, whether or not they would materially alter the Agreement, and PUMPTECH, LLC hereby objects to and rejects the same unless such terms and conditions are delivered to PUMPTECH, LLC prior to Quotation and referenced in the Quotation.

CREDIT APPROVAL AND PAYMENT TERMS: Credit approval is required by PUMPTECH, LLC prior to release of order to manufacturer; however, submittal may begin at the time of receipt of purchase order. PUMPTECH, LLC's payment terms are net thirty (30) days from invoice date. In some circumstances PUMPTECH, LLC may require progress payments. Progress payments are due and payable upon receipt of invoice. PUMPTECH, LLC's "Standard Progress Payment Plan" is defined as a payment plan that includes the following terms in the purchase order or the Agreement: 1st: fifteen percent (15%) upon receipt of approved drawings; 2nd: thirty percent (30%) upon order of major components; 3rd: twenty percent (20%) upon receipt of major components at PUMPTECH, LLC's facility; 4th: thirty percent (30%) upon shipment; and 5th: five percent (5%) on start-up. If not included within the Quotation, all applicable federal, state and local taxes will be added to each invoice. Time is of the essence with respect to all payments. Payments that are outstanding more than ten (10) days from their respective due date shall bear an interest rate of one and one-half percent (1.5%) per month (eighteen percent (18%) annually) until fully paid, including any interest accruing thereon. If PUMPTECH, LLC chooses to turn any past-due balances over to a collection agency, Purchaser agrees to pay costs of the collection to the extent that is allowed by law for commercial accounts.

CHANGE ORDERS: Changes to the design, specifications, scope of supply, delivery schedule, Equipment demonstration site or date, shipping instructions of the Equipment, or any material term of the Agreement, may only be made upon execution by Purchaser and PUMPTECH, LLC in writing ("Change Order"). Such Change Order shall state the parties' agreement on (i) change in the specifications, designs, scope of work, delivery schedule or shipping instructions for the Equipment, (ii) an adjustment to the purchase price, and (iii) an adjustment in the date of shipment of the Equipment and/or the period of performance. Both parties agree and acknowledge that unless a Change Order is agreed upon in writing by both parties, the Agreement shall not be modified in any manner. In addition, PUMPTECH, LLC has the right to suspend performance of its obligations hereunder without liability during the period while the change is being evaluated and negotiated. In the event Purchaser has communicated proposed changes to PUMPTECH, LLC, PUMPTECH, LLC, at its sole discretion, shall either: (a) accept the Change Order; (b) reject the Change Order and continue performance under the existing Agreement; or (c) cancel the Agreement. In the event that PUMPTECH, LLC elects (b) above, Purchaser shall either (i) agree to continued performance by PUMPTECH, LLC pursuant to the Agreement or (ii) cancel the Agreement. In the event of (b)(ii), Purchaser shall pay PUMPTECH, LLC for all amounts then due and owing under the Agreement plus all incurred costs not yet billed (e.g., labor and materials) plus fifteen percent (15%) for profit on all incurred costs not yet billed.

SHIPMENT: Estimated shipment from manufacturer can proceed as quoted after receipt of approved submittals and purchase order. Although PUMPTECH, LLC shall use commercially reasonable efforts to have the Equipment delivered within the time estimated, any quoted shipment time is based on information from suppliers and is not intended to be an exact date or a guarantee. Any late delivery charges due to shipment beyond the estimated schedule will not be accepted.

WARRANTY: The only warranty/guarantee implied or applied to this Agreement are those as put forth by the original manufacturer. New equipment manufactured by PUMPTECH, LLC are warranted to be free from defects in material and workmanship for a period of one (1) year from the date of shipment (ninety (90) days for repaired equipment) provided that the Purchaser has timely made all payments due under the Agreement and the product is properly installed, serviced, and operated under normal conditions. If within one (1) year of installation PUMPTECH, LLC receives written notice from Purchaser of defective material or workmanship with respect to Equipment, PUMPTECH, LLC's sole obligation shall be, at PUMPTECH INC.'s option, either to (i) repair the Equipment, (ii) replace the Equipment, or (iii) refund the amount paid by Purchaser. PUMPTECH, LLC shall have no other obligation or liability whatsoever with respect to any defective material(s) or service. Materials to be replaced or items for which services are to be re-performed shall be shipped by Purchaser to, PUMPTECH, LLC's shop in Bellevue, Washington or to such location as PUMPTECH, LLC may designate. Purchaser is responsible for prepayment of freight and insurance of such shipment. Purchaser shall provide returned items to PUMPTECH, LLC in such a state that PUMPTECH, LLC may inspect the item immediately upon PUMPTECH, LLC's receipt thereof. If found to be defective, PUMPTECH, LLC will prepay all freight and insurance costs of the return shipment of the repaired or replaced item. Any repaired or replaced items shall be warranted only for the remaining period of the original warranty. Expedited repairs are subject to expediting fees. Products inspected and proven to be non-defective are subject to service charges and will be returned to Purchaser at Purchaser's expense. THIS AGREEMENT DOES NOT GRANT ANY OTHER WARRANTY OR GUARANTEE OR MAKE ANY REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, WHETHER ARISING BY LAW, CUSTOM, CONDUCT OR USAGE OF TRADE. THE RIGHTS AND REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ANY OTHER RIGHTS OR REMEDIES. THIS WARRANTY SHALL NOT BE VALID IF THE ITEMS THAT ARE THE SUBJECT MATTER OF THIS AGREEMENT HAVE BEEN SUBJECTED TO ABUSE, MISUSE, ACCIDENT, ALTERATION, MODIFICATION, NEGLIGENCE, UNAUTHORIZED REPAIR, OR EXPOSURE TO CONDITIONS BEYOND THE APPLICABLE ENVIRONMENT. THIS WARRANTY SHALL ALSO BE VOID IF THE ITEMS ARE ASSIGNED, SOLD OR TRANSFERRED TO AN ENTITY OTHER THAN PURCHASER.

LIMITATION OF LIABILITY: PUMPTECH, LLC's liability on any claim of any kind (excluding bodily injury or death) whether based on contract, warranty, tort (including negligence), strict liability or otherwise, for any loss or damage arising out of, connected with, or resulting from this Agreement, or from the performance or breach thereof, or from all services and Equipment covered by or furnished under this Agreement, shall in no case exceed the price of the specific service or Equipment which gives rise to the claim. PURCHASER UNDERSTANDS AND ACKNOWLEDGES THAT IN NO EVENT WILL PUMPTECH, LLC BE LIABLE FOR SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, THOSE FOR LABOR, EXPENSES, LOSS OF PROFITS OR REVENUE, LOST OPPORTUNITIES, OR SIMILAR DAMAGES OF ANY KIND. INDEMNIFICATION: Purchaser agrees to defend, indemnify and hold harmless PUMPTECH, LLC and its respective affiliates, officers, directors, employees, shareholders and agents from and against all losses, costs, expenses, damages, suits or liability of any nature incurred in whole or in part as a result of the conduct, negligence, or willful misconduct of Purchaser, its agents, servants, employees or customers or caused by Purchaser's property or property under the responsibility of Purchaser.

DISPUTE RESOLUTION: All claims, disputes or controversies (whether in contract or tort, pursuant to statute or regulation, or otherwise, and whether pre-existing, present or future) arising out of or relating to PUMPTECH, LLC's services and/or these Terms and Conditions (collectively "Claims") will be resolved, first, by a formal mediation conducted by an experienced mediator mutually agreed upon by PUMPTECH, LLC and Purchaser, and, if mediation should fail to resolve the Claims, secondly, by reference to and determination by binding arbitration governed by the Federal Arbitration Act and administered by the American Arbitration Association under its rules for resolution of disputes, or under other mutually agreed procedures. The parties agree that any arbitration proceeding shall be presided over by a neutral arbitrator selected by the parties who shall have at least twenty (20) years of experience practicing law related to sales contract disputes. Any such proceedings under mediation or arbitration shall be conducted in Seattle, Washington. This provision shall survive the termination of the Agreement governed by these Terms and Conditions.

CHOICE OF LAW: This Agreement shall be construed in accordance with the laws of the State of Washington.

ATTORNEY FEES: In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

FINAL AGREEMENT: This Agreement merges all prior discussions, whether written or oral, and is the entire understanding and agreement of the parties; neither party shall be bound by additional or other representations, conditions, or promises except as subsequently set forth in writing and signed by the party to be bound.

(Purchaser's signature)

Printed Name & Title

(Date)



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 6, 2023

SUBMITTED BY: Administrative Services Supervisor Shelli Edwards, Public Works

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Project Acceptance for State Avenue Phase I Corridor Improvement Project (100th Street NE to 104th Street NE)

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to accept the State Avenue “Phase I” Corridor Improvement Project, starting the 60-day lien filing period for project closeout.

SUMMARY:

On December 9, 2019, the City Council awarded the State Avenue "Phase I" Corridor Improvement Project to Strider Construction Company, in the amount of \$11,768,403.08 including Washington State Sales Tax. Over the course of the ensuing three years, the project gave rise to construction of a new bridge over Quilceda Creek and widening State Avenue from three lanes to five, as well as safety improvements that included signal upgrades, roadway illumination, and installation of ADA ramps and sidewalks. In addition, the project significantly enhanced the surrounding environment by treating roadway runoff, restoring wildlife habitat, and opening up the stream corridor to improve fish passage. Completion of this project has now set the stage for initiation of Phase II, extending from 104th Street NE to 116th Street NE, which is poised to be under construction in a matter of weeks.

During the course of the project, the City executed seven change orders totaling \$272,458.38, or approximately 2.3% of the construction contract value. Additional costs included those attributable to unanticipated quantity overruns and a \$450,000 negotiated settlement with Strider, yielding an aggregate project cost of \$12,933,360.59. With Transportation Improvement Board funding for construction amounting to \$5,350,000, the City's total outlay for the project equaled \$7,583,360.59.

Work performed under this contract was inspected by City staff and found to be physically complete on January 23, 2033, in accordance with the approved plans and specifications. Staff recommends Council's acceptance of the project for closeout.

ATTACHMENTS:

[Notice of Physical Completion.pdf](#)



MARYSVILLE
PUBLIC WORKS

February 1, 2023

Mr. Cole Potter, Project Manager
Strider Construction Company
4721 Northwest Drive
Bellingham, WA 98226

Subject: Project R-1601, State Avenue "Phase I" Corridor Improvements
100th Street NE to 104th Street NE
Notice of Physical Completion

Dear Cole:

This letter is to confirm that the referenced project was deemed Physically Complete by the City of Marysville on January 23, 2023, given recent completion of final work on the project. Accordingly, we will now be taking the project forward to Marysville City Council for recommended final acceptance. This is tentatively scheduled to occur on February 27th, after which time the 60-day lien filing period will commence.

The following documents still must be generated in order to establish the Project Completion Date:

1. Certificate of Release from Department of Labor and Industries
2. Certificate of Release from the Department of Revenue
3. Certificate of Release from the Employment Security Department

Strider's retainage will be released once these forms have been issued, and upon completion of the lien filing period (*presuming that no claims are filed*). If you have any questions or comments, please contact me.

Sincerely,

Patrick L. Gruenhagen, PE
Senior Project Manager

CC: Project File

(360) 363-8100

Public Works
80 Columbia Avenue
Marysville, WA 98270

LEASE

THIS LEASE AGREEMENT (hereinafter "Lease Agreement"), is effective this 15th day of March, 2023, by and between CITY OF MARYSVILLE (hereinafter the "City") and LINC NW, a Washington nonprofit corporation (hereinafter the "Lessee") as follows:

1. THE PREMISES.

The City does hereby lease to Lessee, and Lessee does hereby lease from City, the building identified on Exhibit A, located at 6915 Armar Road, Marysville WA 98270 (the "Premises"). The Premises constitute a portion of the property with the Tax Parcel Number of 00408900000702 (the "Property"). This Lease is for the Premises only, and for no other portions of the Property.

2. LESSEE'S PURPOSE.

The Premises are to be used for the purpose of conducting Lessee's community service operations. This purpose will in-part be accomplished by permitting the use office space by third parties as contemplated by Section 7.

3. TERM.

The term of this Lease Agreement shall commence on March 15 2023 and end on March 31, 2025. LINC NW has the option to extend the term of this Lease Agreement by one additional one-year term by providing the City with six months' written notice prior the termination of the original term. All the terms and conditions of this Lease Agreement will apply to the additional one-year term.

4. RENT/CONSIDERATION.

There will be no monthly rental amounts due under this Lease Agreement; rather the Lessee's provision of public services is good and valuable consideration. Lessee will be responsible for any leasehold excise taxes and all associated penalties and fees, in the event any are assessed in relation to this Lease Agreement.

5. DEPOSITS.

There will be no deposits due under this Lease Agreement.

6. UTILITIES.

The Premises does not have separate meters or accounts for utilities (which utilities comprise of garbage, propane, security alarm services, garbage, sewer, and water); rather such utilities are allocated to the Property as a whole. The parties estimate that Premises' proportional use of such utilities will be \$700.00 per month, which the Lessee will pay to the City by the 5th day of each month. In the event that the parties agree to renew this Lease for an additional term per Section 3, then the City may adjust the monthly utility payments to better reflect the Premises' actual proportional utility use from the prior year.

7. CONTRACTORS.

The Lessee intends to permit certain contractors to use the Premises, which contractors are intended to further the Lessee's community service goals. The City must approve any such

use of the Premises by a contractor prior to said contractor being allowed to enter and utilize the Premises. Such approval will be accomplished by the execution of a Contractor Approval Agreement, the form of which is attached hereto as **Exhibit B**. Failure by Lessee to obtain such approval will be considered a default of the terms of this lease and allow the City to terminate the Lease Agreement immediately.

8. NO ADVERSE IMPACT TO ADJACENT PROPERTY.

The Lessee's activities (and the activities of any subtenant, contractor, or invitee) must not have any adverse impact on adjacent properties, including the adjacent park. What constitutes an adverse impact will be determined in the sole discretion of the City. In the event that the City determines that there is an adverse impact (caused by the Lessee or by any of Lessee's invitees, contractors, or subtenants), then the City will provide notice to the Lessee of the adverse impact, and the Lessee will have five calendar days to correct the adverse impact. If the City determines that the Lessee has failed to correct the adverse impact, then the City may immediately terminate this Lease Agreement.

9. TERMINATION.

Except as otherwise described in this Lease Agreement, either party may terminate this Lease Agreement by providing ninety (90) days' notice to the other party.

10. REPAIRS.

The Premises have been inspected and are accepted by Lessee in their present condition, and Lessee will at all times keep the Premises neat, clean and in a sanitary condition, and will replace any glass of all windows and doors as may become cracked or broken, and except for reasonable wear and tear and damage by fire or other unavoidable casualty, will at all times preserve the Premises in as good repair as they now are or may hereafter be put to. All repairs shall be at Lessee's sole cost and expense, except outside walls, roof and foundation.

11. INDEMNITY/HOLD HARMLESS.

A. Personal Property. All personal property on said leased Premises shall be at the risk of Lessee.

B. City Not Liable. City shall not be liable for any damage, either to person or property, sustained by Lessee or Lessee's customers, invitees, contractors, or subtenants, caused by any defects now in said Premises or hereafter occurring therein, or any part or appurtenance thereof, becoming in need of repair, or caused by fire or by bursting or leaking of water, gas, sewer or steam pipes, or from any act or neglect of employees or other occupants of the Premises, or any other persons, or due to the happening of any accident from whatsoever cause in and about said Premises. In addition, the City shall not be liable for injury to the Lessee's business or assets or any loss of income therefrom or for damage to the Lessee's employees, invitees, customers, contractors, subtenants, or any other person in or about the Premises.

C. Indemnity. The Lessee shall defend, indemnify and hold harmless the City, its officials, employees and volunteers from and against any and all claims, suits, actions or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of the Premises and from any activity, work or thing done, permitted, or suffered by the Lessee (or any invitee, contractor, or subtenant) in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

D. Survival. The provisions of this Section 11 shall survive expiration or termination of this Lease.

12. CARE OF PREMISES.

The City shall not be called upon to make any improvement or repair of any kind upon said Premises, and said Premises shall at all times be kept and used in accordance with the laws of the State of Washington, and in accordance with all directions, rules and regulations of the health officer, fire marshal, building inspector, or other proper officer of any pertinent and authorized public authority, at the sole cost and expense of Lessee; and Lessee will permit no waste, damage or injury to the Premises, and at Lessee's own cost and expense, will keep all drainage pipes free and clear and open and will protect water, heating and other pipes so that they will not freeze or become clogged, and will repair all leaks, and will also repair all damages caused by acts or by reason of Lessee's failure to protect and keep free, open and unfrozen any of the pipes and plumbing on said Premises.

13. LIENS AND INSOLVENCY.

The Lessee shall keep the Premises free from any liens arising out of any work performed, materials furnished or obligations incurred by Lessee. In the event Lessee becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee or other liquidating officer is appointed for the business of the Lessee, then the City may cancel this Lease at City's option.

14. ASSIGNMENT.

Except as otherwise described herein for third party contactor use of the Premises as described in Section 7, the Lessee shall not, without the written consent of the City, let or sublet the whole or any part thereof, nor assign this Lease or any part thereof without the written consent of the City.

15. ACCESS.

The Lessee will allow the City or the City's agents free access at all reasonable times to the Premises for the purpose of inspection or of making repairs, additions, alterations, or performing landscaping or yardwork to/at the Premises or any property owned by or under the control of the City, but this right shall not be construed as an agreement on the part of the City to make any repairs, all of such repairs to be made by the Lessee as aforesaid. Lessee agrees that at the expiration or sooner termination of this Lease, Lessee will quit and surrender the said Premises without notice, and in a neat and clean condition, and shall deliver up all keys belonging to said Premises to the City.

16. FIRE AND OTHER CASUALTY.

In the event the Premises are destroyed or damaged by fire, earthquake or other casualty to such an extent as to render the same untenable in whole or in a substantial part thereof, it shall be optional with the City to rebuild or repair the same; and after the happening of any such contingency, the Lessee shall give City immediate written notice thereof. The City shall have not more than 30 days after date of such notification to notify the Lessee in writing of the City's intentions to rebuild or repair said Premises, or the part so damaged.

17. NOTICES.

Any notice required to be served in accordance with the terms of this Lease shall be sent by registered mail, the notice from the Lessee to be sent to: 501 Delta Avenue, Marysville, WA 98270, Attention Parks Department, or address later provided to the Lessee, and the notice from the City to be sent to the leased Premises.

18. ALTERATIONS.

The Lessee shall not make any alterations, additions or improvements in said Premises, without the consent of City in writing first had and obtained, and all alterations, additions and improvements which shall be made, shall be at the sole cost and expense of Lessee, and shall become the property of the City, and shall remain in and be surrendered with the Premises as a part thereof at the termination of this Lease without disturbance. If the Lessee shall perform work with the consent of the City, Lessee agrees to comply with all laws, ordinances, rules and regulations of the pertinent and authorized public authorities. The Lessee further agrees to save the City free and harmless from damage, loss or expense arising out of the said work.

19. DEFAULT AND RE-ENTRY.

If Lessee violates or defaults in any of the requirements contained in this Lease Agreement, then the City may cancel this Lease upon giving notice required by law, and re-enter said Premises.

20. NON-WAIVER OF BREACH.

The failure of the City to insist upon strict performance of any of the rights or requirements of this Lease shall not be construed to be a waiver or relinquishment of such rights or requirements, and the same shall remain in full force and effect.

21. HEIRS AND SUCCESSORS.

Subject to the provisions hereof pertaining to assignment and subletting, the covenants and agreements of this Lease shall be binding upon the heirs, legal representatives, successors and assigns of any or all of the parties hereto.

22. HOLD-OVER.

In the event there is any holdover after expiration of this Lease, then a new month-to-month tenancy shall be created subject to the same terms and conditions of this Lease Agreement at a monthly rental rate of \$3,000 per month, unless otherwise agreed in writing. Such month-to-month tenancy shall be terminable on thirty (30) days' notice by either party.

23. INSURANCE.

A. Insurance Term. The Lessee shall procure and maintain for the duration of the use or rental period insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the Premises and its facilities and the activities of the Lessee and its clients, guests, invitees, contractors, subtenants, representatives, volunteers and employees.

B. No Limitation. The Lessee's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Lessee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Required Insurance. The Lessee's required insurance shall be as follows:

General Liability Insurance. General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. The City shall be named as an additional insured on the Lessee's General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or an endorsement providing at least as broad coverage. The General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate for each Residence.

Property Insurance. During the Lease term, the Lessee shall pay for and maintain special form cause of loss coverage property insurance (with coverage for earthquake and, if the Premises is in a flood plain, flood damage) for the Premises in the amount of their full replacement value, with a deductible of not more than \$5,000.00. The property insurance policy shall name the Lessee as the insured and the City as additional insured.

Primary. The insurance policy shall contain, or be endorsed to contain that the Lessee's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Lessee's insurance and shall not contribute with it.

D. City Full Availability of Lessee Limits. If the Lessee maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Lessee, irrespective of whether such limits maintained by the Lessee are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Lessee.

E. Certificate of Insurance and Acceptability of Insurers. The Lessee shall provide a certificate of insurance evidencing the required insurance before using the Premises.

F. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII

G. Waiver of Subrogation. Lessee hereby grants to the City a waiver of subrogation which any insurer may acquire against the City, its officers, officials, employees, and volunteers, from Lessee by virtue of the payment of any loss. Lessee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

24. HAZARDOUS MATERIAL.

The Lessee shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about, or disposed of on the Premises by the Lessee, its agents, employees, contractors, subcontractors, subtenants, or invitees, under any circumstances. If the Lessee breaches the obligations stated in the preceding sentence, then the Lessee shall indemnify, defend and hold the City harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses resulting from such breach. This indemnification obligation includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work, whether or not required by any federal, state or local governmental agency or political subdivision, because of Hazardous Material present in the Premises, or in soil or ground water on or under the Premises. The Lessee shall immediately notify the City of any inquiry, investigation or notice that the Lessee may receive from any third party regarding the actual or suspected presence of Hazardous Material on the Premises.

Without limiting the foregoing, if the presence of any Hazardous Material brought upon, kept or used in or about the Premises by the Lessee, its agents, employees, subtenants, contractors or invitees, results in any unlawful release of Hazardous Material on the Premises or any other property, the Lessee shall promptly take all actions, at its sole expense, as are necessary to return the Premises or any other property, to the condition existing prior to the release of any such Hazardous Material; provided that the City's approval of such actions shall first be obtained, which approval may be withheld at City's sole discretion.

As used herein, the term "Hazardous Material" means any hazardous, dangerous, toxic or harmful substance, material or waste including biomedical waste which is or becomes regulated by any local governmental authority, the State of Washington or the United States Government due to its potential harm to the health, safety or welfare of humans or the environment. The provisions of this Section shall survive expiration or termination of this Lease.

25. TIME IS OF THE ESSENCE. Time is of the essence with regards to this Lease Agreement.

26. ENTIRE AGREEMENT.

This Lease contains all of the covenants and agreements between the City and Lessee relating to the Premises. No prior or contemporaneous agreements or understanding pertaining to the Lease shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or added to except in writing signed by the City and Lessee.

27. SEVERABILITY.

Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision of this Lease.

28. GOVERNING LAW.

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

29. MEMORANDUM OF LEASE.

The City may at its sole option, record a Memorandum of Lease in recordable form that identifies the City and Lessee, the commencement and expiration dates of the Lease, and the legal description of the Premises.

30. AUTHORITY OF PARTIES.

Each party signing this Lease represents and warrants to the other that it has the authority to enter into this Lease, that the execution and delivery of this Lease has been duly authorized, and that upon such execution and delivery this Lease shall be binding upon and enforceable against the party on signing.

IN WITNESS WHEREOF the parties hereto have executed this Lease the day and year first above written.

CITY:

CITY OF MARYSVILLE

LESSEE:

LINC NW

JON NEHRING, Mayor

[NAME]
Its: [Title]

EXHIBIT A

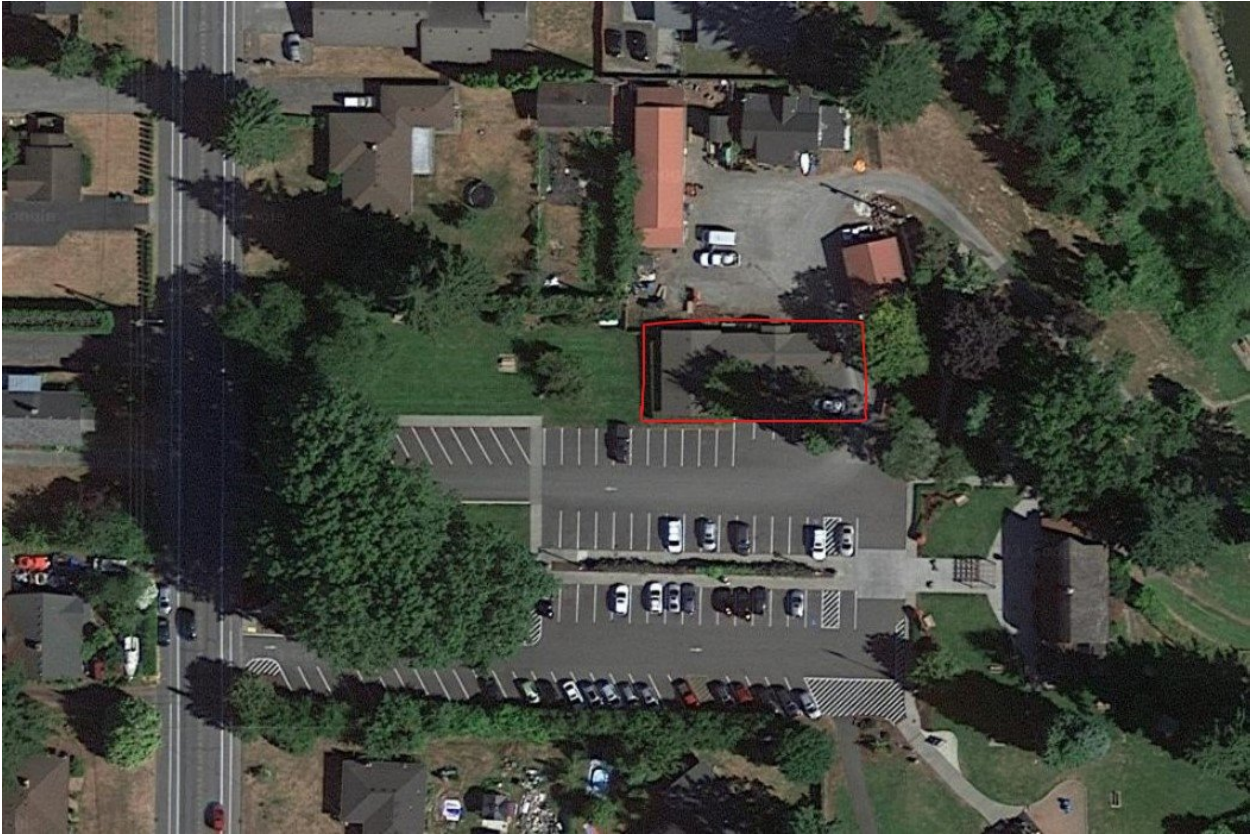


EXHIBIT B

CONTRACTOR APPROVAL AGREEMENT

THIS CONTRACTOR APPROVAL AGREEMENT ("Contractor Approval"), is effective this as of the last signature date below, by and between CITY OF MARYSVILLE (hereinafter the "City") and LINC NW, a Washington nonprofit corporation (hereinafter the "Lessee") as follows:

1. **PRIMARY LEASE.** The City and LINC NW are parties to that lease agreement (the "Primary Lease Agreement") which is attached hereto as **Exhibit A**. Pursuant to the Primary Lease Agreement, LINC NW intends to allow the following contractor to use a portion of the Premises (as that term is defined in the Primary Lease Agreement): _____ (the "Contractor").

2. **CONTRACTOR ACTIVITIES.**

a. Portion of Premises to be Utilized. The Contractor will be allowed to use the following described portion of the Premises:

b. Contractor Activities. The Contractor intends the use the portion of the Premises described above to engage in the following activities:

3. **TERM NOT TO EXCEED PRIMARY LEASE AGREEMENT.** The Contractor's term of use of the Premises shall not exceed the term of the Primary Lease Agreement.

4. **CITY APPROVAL REQUIRED.** The Contractor will not be allowed to utilize the Premises until City approval is achieved by the execution of this Contractor Approval.

5. **INDEMNIFICATION ACKNOWLEDGEMENT.** LINC NW acknowledges that, pursuant to Section 11 of the Primary Lease Agreement, it will defend, indemnify, and hold harmless the City for any and all claims, suits, actions or liabilities of any nature or description that arise in any way out of the Contractor's use of the Premises.

6. **NO ADVERSE IMPACTS.** Pursuant to Section 8 of the Primary Lease Agreement, LINC NW acknowledges that the Contractor's activities will not have any adverse impacts on adjacent properties or parks.

7. **COMPLIANCE WITH PRIMARY LEASE.** LINC NW must ensure that the Contractor's activities are in compliance with and do not result in any conflicts with the

Primary Lease Agreement. Without limiting the foregoing, the Contractor will not impair the Premises, make any alterations, or bring any hazardous materials onto the Premises.

8. **CITY TERMINATION OF APPROVAL.** In the event that the City, in its sole determination, determines that the Contractor's activities are in breach of this Contractor Approval or are otherwise in conflict with the Primary Lease Agreement as described above, then the City will notify the Lessee of such determination, and the Lessee will have five calendar days to correct any issues as identified by the City. If the City determines that the Lessee has failed to correct these issues, then the City may immediately terminate this Contractor Approval, and the Lessee will ensure that the Contractor immediately vacates the Premises. Nothing contained in this Section 8 will be deemed to impair or reduce any other remedy that the City has as described in the Primary Lease Agreement or at law.

IN WITNESS WHEREOF the parties hereto have executed this Contractor Approval as of the last signature date below.

CITY OF MARYSVILLE

LINC NW

JON NEHRING, Mayor

Ryan Brown, Executive Director

Date:

Date:



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 6, 2023

SUBMITTED BY: CD Director Haylie Miller, Community Development

ITEM TYPE: Ordinance

AGENDA SECTION: **New Business**

SUBJECT: An **Ordinance** amending the Temporary Sign Regulations

SUGGESTED ACTION:

Recommended Motion: I move to adopt Ordinance No. _____.

SUMMARY: The City Council reviewed the draft temporary sign regulation changes on February 6th and February 13th. Several questions and follow up items were requested by the City Council as summarized in the attached memorandum (Attachment 1) and the revised ordinance (Attachment 2).

ATTACHMENTS:

- 1 Memo CC 03-06-23 - Final.docx.pdf
- 2 Ordinance-Sign Code Amendments-CA22001.docx.pdf
- 3 PC DRAFT Minutes-012423.docx.pdf
- 4 PC Recommendation-Temporary Signs-CA22001.pdf



MEMORANDUM

TO: City Council
FROM: Haylie Miller, Community Development Director
DATE: March 6, 2023
SUBJECT: Temporary Sign Code Amendments
CC: Angela Gemmer, Principal Planner
Chris Holland, Planning Manager

The City Council reviewed the draft changes on February 6th and February 13th. Several questions and follow up items were requested by the City Council as summarized below in **bold**, followed by Staff's responses in *italics*

Why are we changing the sign code?

Our current sign code needs to be amended to bring it into compliance with the decision of the United States Supreme Court in Reed v. Town of Gilbert, Ariz., 576 U.S. 155, 135 S. Ct. 2218, 192 L. Ed. 2d 236 (2015). Like many other cities, Marysville's code regulates signs by content type (such as political, ideological, directional, etc.), but the Supreme Court held that a sign code that treats various categories of signs differently based on the information they convey violates the First Amendment. In Reed, the town's sign code defined categories of temporary signs based on their message (e.g., directional, political, or ideological) and then subjected each category to different restrictions—for example: permissible size, number of signs, and duration of display. This ordinance treats all temporary signs the same in order to comply with the Supreme Court's ruling.

*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 proposed Ordinance in **Attachment 2** would:*

- *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 Planning Commission held a public hearing on January 24th to consider the changes and recommended approval to the City Council.

What is a temporary sign?

*As defined in **Exhibit B** of the ordinance, a “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.*

How will this code limit placement of temporary signs throughout the City?

*The ordinance imposes a new requirement to obtain permission from the abutting property owner to place a temporary sign. See MMC 22C.160.260.F.2 in **Exhibit F** of the Ordinance or below. Staff expects this will reduce placement of temporary signs throughout the City, reducing the number of signs particularly in problem areas and thereby maintaining aesthetic value and enhancing traffic safety.*

MMC 22C.160.260.1.f.2 Permission of the abutting landowner is required. The city may require the person, organization, or business placing the sign to provide proof of the abutting landowner’s permission. If the person, organization, or business does not provide such proof in a form acceptable to the city, the sign may be removed from the right of way.

Requiring permission from the abutting property for every sign seems to be a lot of trouble and work for the sign owner.

Sign owners should already be obtaining permission from the abutting property owner as right of way typically does not appear to be distinct from the abutting property and a sign in the right of way suggests that the abutting property owner agrees with the message being conveyed by the sign. This requirement simply memorializes in the code what sign owners should already be doing.

Will real estate agents need permission from abutting property owners?

Yes, this requirement is based on case law. The City (in general) cannot legally differentiate between types of signs based on the content of the signs. All signs must be regulated the same and regulations cannot be applied differently between real estate signs, political signs, yard sale signs, etc.*

**The City is permitted to regulate signs if there is a life safety issue related to traffic. For example, signs may not project over public streets, sidewalks, pedestrian pathways. Signs may not be placed in traffic circles, roundabouts, medians or storm facilities.*

*The City may also preclude off site general advertising signs located off premises from where the business, commodity, or activity being advertised is sold, offered, or conducted. This is addressed in Section MMC 22C.160.260 (**Exhibit F**) of the ordinance.*

Can the proposed code be revised to allow for signs that are only being placed for up to 72 hours (such as yard sale signs or open house signs) to not have to go through the trouble of getting permission from the abutting property or to follow other temporary sign regulations?

No. It is illegal to create special sign regulations for different types of signs. All signs are required to be regulated similarly in order to provide a content neutral based code (consistent with case law).

This regulation would also be nearly impossible to enforce. Staff has no way of knowing which signs are only placed in the right-of-way for 72 hours and which signs are not.

I have Santa/Christmas decorations and signs in my yard that exceed the minimum sign size. Is this allowed?

*Yes. Staff has revised proposed section MMC 22C.160.080.6 to allow to exempt reasonable seasonal decorations. As shown in **Exhibit 6** of the ordinance and below.*

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:

(96) Sculptures, fountains, benches, lighting, seasonal decorations, mosaics, murals, landscaping and other street furniture and design features, which do not incorporate advertising or identification.

Will all out of compliance signs be enforced on?

Standard enforcement procedures will be followed to regulate signs using the new sign code. Additional emphasis on compliance will occur initially in order to educate sign owners of the new regulations. The amount of time spent on enforcement and areas of focus will be determined by City staff and City leadership consistent with all other enforcement initiatives.

This approach remains consistent with the City’s philosophy related to responding to citizen complaints and egregious violations.

Will a civil infraction be the penalty for out of compliance signs?

*MMC 22C.160.260.2.a. (In **Exhibit F** of the ordinance) states, “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.”*

Per MMC 4.02.040.3.g.2, the following civil infractions may be owed for violations of Title 22 Unified Development Code as shown below. However, staff seeks to educate and work with people who are in violation of code before elevating the issue or citing a civil infraction.

		First Violation		Second Violation *All third and subsequent violations of the MMC on this schedule within 2 years are a misdemeanor	
Code Provisions		Noncommercial	Commercial	Noncommercial	Commercial
Title	Chapter				
22 Unified Development Code	Title 22C Land Use Standards	\$150	\$250	\$300 *Third violation, see subsections (3)(g)(iii) and (4) of this section	\$500 *Third violation, see subsections (3)(g)(iii) and (4) of this section

How big can a temporary sign be without requiring a permit? How was the size determined by Staff? Was the proposal to allow 6 SF arbitrary?

*The sizes for temporary signs are provided below. Based on feedback from the city council, staff has increased the maximum size to 8 SF and the height to 6 feet. This has been updated in the ordinance (**Exhibit F**) in MMC 22C.160.260.1.F.4, MMC 22C.160.260.1.G.1, Please note, the height of a sign is measured from the ground to the top of the sign.*

*Staff researched the most common temporary sign sizes. According to Fast Signs (a local sign company), the most common temporary sign is 18” x 24” (**3 square feet**) and second most common temporary sign is 24” x 36” (**6 square feet**).*

Council may wish to maintain the original proposal (with a maximum of 6 SF) or select the current proposal (based on feedback from the last meeting) to allow up to 8 SF.

Temporary Freestanding Signs	Right-of-Way	Residential	Non-Residential	Exceptions
Are they allowed?	Yes	Yes	Yes	
Size	6 8 SF	6 8 SF	6 8 SF	The size of a temporary sign in residential and non-residential zones may be increased upon obtaining a temporary sign permit. In no case shall the temporary sign exceed 32 SF.

What if I want a larger sign in the Right-of-Way?

*Per MMC.160.260.1.j. in **Exhibit D** of the ordinance, 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.*

A right of way/temporary sign permit is required to place a temporary sign larger than 8 SF in the right-of-way. Staff would review if permission from the abutting property owner is granted and verify the sign is not placed in a manner that presents life safety issues (for example, cannot be placed within a sight distance triangle at intersections). Staff would also require removal of the sign within ten days of the conclusion of an event if applicable.

How tall can a temporary sign be without requiring a permit? How was the height determined by Staff?

*The height for temporary signs are provided below. Based on feedback from the City Council, staff has = increased the height to six feet. This has been updated in the Ordinance (**Exhibit F**) in MMC 22C.160.260.1.F.4, MMC 22C.160.260.1.G.1. Please note, the height of a sign is measured from the ground to the top of the sign.*

*Staff originally selected five feet as the maximum height to remain consistent with the height (five feet) that is required currently in code for monument signs for subdivisions, multifamily developments or recreation/cultural land uses (see MMC 22C.160.150.7 and MMC 22C.160.150.8 in **Exhibit D** of the ordinance).*

Council may wish to maintain the original proposal (with a maximum of five feet) or to select the current proposal (based on feedback from the last meeting) to allow up to six feet.

Temporary Freestanding Signs	Right-of-Way	Residential	Non-Residential	Exceptions
Are they allowed?	Yes	Yes	Yes	
Height	5 6 '	5 6 '	5 6 '	

Does this regulation apply to feather banners?

According to MMC 22C.160.070 (10), streamers, pennants, and banners. Displays of banners, festoons, flags, posters, pennants, ribbons, streamers, strings of lights, chasing strobe or scintillating lights, flares, balloons, bubble machines and similar devices are prohibited when the same are visible from any off-site location, including but not limited to any public right-of-way, except as provided in MMC 22C.160.260. Where such signs or devices are not visible from off site, this prohibition does not apply.

Feather banners are not specifically listed as a banned sign; however, if it is determined to be a life safety issue (leaning into the right-of-way, distracting drivers at busy intersections, etc.) staff would not allow placement of these types of signs. If there is no life safety issue, staff intends to regulate feather banners as a temporary sign (and would require the size, height, permission from abutting property owner, if approved by Council) if placed in the right-of-way.

Lake Stevens requires spacing between signs in the Right-of-Way. This limits the total amount of signs placed on one property. Should we build this into our code?

Staff agrees this would certainly limit the amount of signs placed in front of an individual property. However, it is difficult to enforce because we have no way of telling which sign was placed first. For this reason, staff recommends we do not adopt this regulation.

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, the City Council reviewed the potential amendments during the public February 6 and February 13, 2023 meetings and requested changes to the code. The City Council discussed potential amendments on March 6, 2023 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-eight** 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 eight** 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, **seasonal decorations**, 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.

(~~12~~9) 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 six** 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 six** 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 51st Avenue NE, Grove Street, 88th Street NE, 116th Street NE, 152nd Street NE, 156th Street NE, and 160th Street NE corridors, and for properties located north of 152nd 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.

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. **The city may require the person, organization, or business placing the sign to provide proof of the abutting landowner's permission. If the person, organization, or business does not provide such proof in a form acceptable to the city, the sign may be removed from the right of way.**

(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~~ eight square feet total and ~~five~~ six 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~~ eight square feet is allowed.

(ii) Freestanding signs, including post-mounted, stake, and portable signs are limited to ~~six~~ eight square feet in size and ~~five~~ six 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~~ eight square feet and ~~five~~ six 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

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:

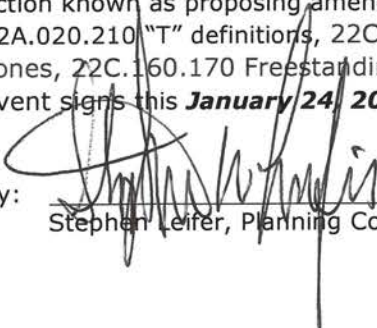
1. The Community Development Department held one public meeting/work session to introduce the NON-PROJECT action related to the Sign Code on January 10, 2023.
2. The proposal was submitted to the State of Washington Department of Commerce for 14-day expedited review on January 19, 2023, in accordance 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



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 6, 2023

SUBMITTED BY: Senior Planner Angela Gemmer, Community Development

ITEM TYPE: Ordinance

AGENDA SECTION: **New Business**

SUBJECT: An **Ordinance** approving the Marysville 10 Degrees Rezone

SUGGESTED ACTION: Recommended Motion: I move to adopt Ordinance No. _____.

SUMMARY: Pulte Group submitted a land use application on August 19, 2021 requesting Preliminary Subdivision and Planned Residential Development (PRD) Approval and a concurrent Rezone in order to subdivide a 45.98 acre property located at 2703 156th Street NE into 328 lots consisting of 165 townhouse units and 163 detached single family units. The subject property is primarily zoned R-12 Multi-family, Low Density (R-12) with approximately 6.69 acres zoned Community Business (CB). The rezone request is to rezone the 6.69 acres of CB to R-12. Single family and townhouse development is permitted outright in the R-12 zone, but not allowed in the CB zone, so the rezone enables the full property to be developed as residential. A duly advertised public hearing before the Hearing Examiner (HE) was held on January 19, 2023 to review the Preliminary Subdivision and PRD and concurrent Rezone proposal. The HE received testimony from staff, the applicant, and the applicant’s representatives. Following the public hearing, the HE granted Preliminary Subdivision and PRD Approval and made a recommendation to the Marysville City Council for approval of the concurrent Rezone by Ordinance.

ATTACHMENTS:

- [Ordinance Marysville 10 Degrees Rezone with Exhibits](#)
- [Staff Recommendation to Hearing Examiner Marysville 10 Degrees Rezone](#)

CITY OF MARYSVILLE
Marysville, Washington
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, AFFIRMING THE RECOMMENDATION OF THE HEARING EXAMINER AND REZONING APPROXIMATELY 6.69 ACRES OF THE TERRA FIRMA DEVELOPMENT COMPANY (AKA MARYSVILLE 10 DEGREES PRD SUBDIVISION) PROPERTY LOCATED AT 2703 156TH STREET NE FROM COMMUNITY BUSINESS (CB) TO R-12 MULTI-FAMILY, LOW DENISTY (R-12), AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY.

WHEREAS, Terra Firma Development Company owns approximately 45.98 acres of property within the City of Marysville generally located at 2703 156th Street NE, said property being legally described in attached **Exhibit A**;

WHEREAS, Pulte Group, contract purchaser of the Terra Firma Development Company property, submitted an application known as the "Marysville 10 Degrees PRD Subdivision and Concurrent Rezone" (file PA21-039) to the City of Marysville requesting a site specific NON-PROJECT Action zone reclassification of the southern approximately 6.69 acres of their property described in **Exhibit A** and depicted in **Exhibit B** from Community Business (CB) to R-12 Multi-family, Low Density so that, if approved, the entire property would be zoned R-12 Multi-family, Low Density; and

WHEREAS, following notice as required by law, the City of Marysville Hearing Examiner held a hearing on the proposed rezone on January 19, 2023, and adopted Findings, Conclusions, and Recommendations recommending approval of the rezone request along with Preliminary Subdivision and Planned Residential Development (PRD) Approval to subdivide the 45.98 acre property into 328 lots consisting of 165 townhouse units and 163 detached single family units subject to 16 conditions, which Findings, Conclusions, and Recommendations is attached hereto as **Exhibit C**; and

WHEREAS, on March 13, 2023 at a public meeting the Marysville City Council reviewed and concurred with the Hearing Examiner's Findings, Conclusions, and Recommendation related to the Marysville 10 Degrees Rezone;

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

Section 1. City Council Approval of Hearing Examiner Decision. The Findings, Conclusions, and Recommendations of the Hearing Examiner with respect to the above-referenced rezone are approved, and the property described in **Exhibit A** and depicted in **Exhibit B** is rezoned from Community Business (CB) to R-12 Multi-family, Low Density (R-12).

Section 2. Zoning Classification Conditioned Upon Compliance with Hearing Examiner Decision. The zoning classification for the property described in **Exhibit A** and depicted in **Exhibit B** shall be perpetually conditioned upon strict compliance with the conditions set forth in the Findings, Conclusions and Recommendations of the Hearing Examiner, attached hereto as **Exhibit C**. Violation of the conditions of said decision may result in reversion of the property to the previous zoning classification and/or may result in enforcement action being brought by the City of Marysville.

Section 3. Amendment of Official Zoning Map. The City Council amends the City's Official Zoning Map, Ordinance No. 3000, as previously amended, and the City's Unified Development Code MMC Title 22, by adopting the Marysville 10 Degrees Rezone which rezones the property described in **Exhibit A** and depicted in **Exhibit B** from Community Business (CB) to R-12 Multi-family, Low Density (R-12). This amendment shall be attested by the signature of the Mayor and City Clerk, with the seal of the municipality affixed, shall be included with the Official Zoning Map on file in the office of the City Clerk, and shall be available for public inspection.

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

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

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

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

PARCEL A OF SNOHOMISH COUNTY BOUNDARY LINE ADJUSTMENT NO. BLA 179-93 RECORDED UNDER AUDITOR'S FILE NO. 9603180555, BEING A PORTION OF PARCEL A OF EXEMPT 20 ACRE SEGREGATION ESTABLISHED BY DECLARATION OF SEGREGATION RECORDED UNDER AUDITOR'S FILE NO. 9104230242 AND CORRECTION UNDER 9109130489, AND OF PARCEL B OF SNOHOMISH COUNTY BOUNDARY LINE ADJUSTMENT NO. 178-93 RECORDED UNDER AUDITOR'S FILE NO. 9603180554, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, SITUATED WITHIN THE SOUTH HALF OF SECTION 29, TOWNSHIP 31 NORTH, RANGE S EAST OF THE WILLAMETTE MERIDIAN;

TOGETHER WITH A PORTION OF PARCEL B OF SNOHOMISH COUNTY BOUNDARY LINE ADJUSTMENT NO. BLA 179-93 RECORDED UNDER AUDITOR'S FILE NO. 9603180555;

SAID PORTION MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL B BEING A POINT ON THE NORTHERLY MARGIN OF 156TH STREET NE;

THENCE SOUTH 89°49'31" EAST ALONG THE SOUTHERLY BOUNDARY OF SAID PARCEL B, A DISTANCE OF 106.64 FEET;
THENCE NORTH 01°13'48" EAST DEPARTING SAID BOUNDARY, A DISTANCE OF 349.67 FEET;
THENCE NORTH 50°32'55" WEST, A DISTANCE OF 189.56 FEET;
THENCE NORTH 01°55'46" WEST, A DISTANCE OF 590.00 FEET;
THENCE NORTH 87°08'27" EAST, A DISTANCE OF 162.08 FEET TO A POINT ON THE BOUNDARY OF SAID PARCEL B;
THENCE NORTH 01°02'18" WEST ALONG THE BOUNDARY OF SAID PARCEL B, A DISTANCE OF 59.98 FEET;
THENCE NORTH 02°52'18" WEST CONTINUING ALONG THE BOUNDARY OF SAID PARCEL B, A DISTANCE OF 479.28 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 220.00 FEET;
THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 88°01'20" CONTINUING ALONG THE BOUNDARY OF SAID PARCEL B FOR AN ARC LENGTH OF 337.98 FEET;
THENCE SOUTH 89°06'22" WEST CONTINUING ALONG THE BOUNDARY OF SAID PARCEL B, A DISTANCE OF 126.28 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET;
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 94°39'32" CONTINUING ALONG THE BOUNDARY OF SAID PARCEL B, FOR AN ARC DISTANCE OF 41.30 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 430.00 FEET;
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°43'01" CONTINUING ALONG THE BOUNDARY OF SAID PARCEL B, FOR AN ARC DISTANCE OF 20.39 FEET;
THENCE SOUTH 02°50'09" EAST CONTINUING ALONG THE BOUNDARY OF SAID PARCEL B, A DISTANCE OF 42.23 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 195.00 FEET;
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 88°00'00" CONTINUING ALONG THE BOUNDARY OF SAID PARCEL B, FOR AN ARC DISTANCE OF 299.50 FEET;
THENCE SOUTH 85°09'51" WEST CONTINUING ALONG THE BOUNDARY OF SAID PARCEL B, A DISTANCE OF 86.12 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 195.00 FEET;
THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24°56'39" CONTINUING ALONG THE BOUNDARY OF SAID PARCEL B, FOR AN ARC DISTANCE OF 84.89 FEET;
THENCE SOUTH 20°06'30" WEST CONTINUING ALONG THE BOUNDARY OF SAID PARCEL B, A DISTANCE OF 40.19 FEET;
THENCE SOUTH 26°22'09" EAST CONTINUING ALONG THE BOUNDARY OF SAID PARCEL B, A DISTANCE OF 325.00 FEET;
THENCE NORTH 81°46'22" EAST CONTINUING ALONG THE BOUNDARY OF SAID PARCEL B, A DISTANCE OF 250.00 FEET;
THENCE SOUTH 03°39'07" EAST CONTINUING ALONG THE BOUNDARY OF SAID PARCEL B, A DISTANCE OF 486.54 FEET;
THENCE SOUTH 85°46'22" WEST CONTINUING ALONG THE BOUNDARY OF SAID PARCEL B, A DISTANCE OF 140.00 FEET TO A POINT ON THE EASTERLY MARGIN OF THE BURLINGTON NORTHERN SANTA FE RAILROAD;
THENCE SOUTH 26°22'09" EAST ALONG THE EASTERLY MARGIN OF THE BURLINGTON NORTHERN SANTA FE RAILROAD AND CONTINUING ALONG THE BOUNDARY OF SAID PARCEL B, A DISTANCE OF 819.38 FEET TO THE POINT OF BEGINNING.

EXCEPT THOSE PORTIONS CONVEYED TO CITY OF MARYSVILLE BY DEEDS RECORDED UNDER AUDITOR'S FILE NO. 200710160330 AND 200911100594, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

ALSO EXCEPT THE FOLLOWING FROM THE ABOVE DESCRIBED PARCEL A OF SNOHOMISH COUNTY BOUNDARY LINE ADJUSTMENT NO. BLA 179-93 RECORDED UNDER AUDITOR'S FILE NO. 9603180555;

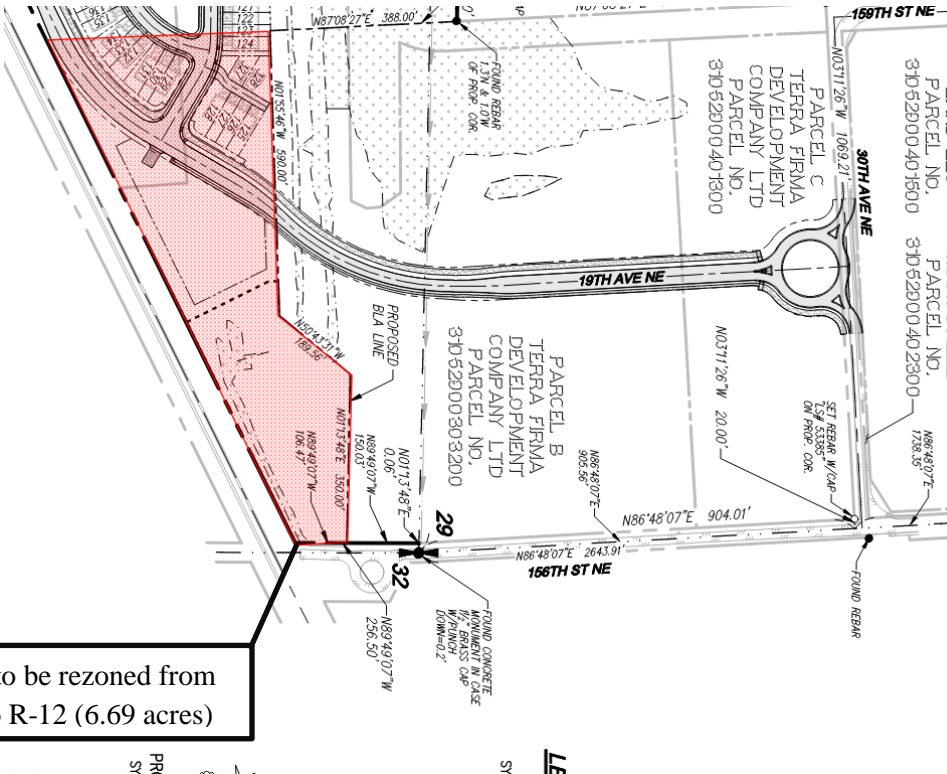
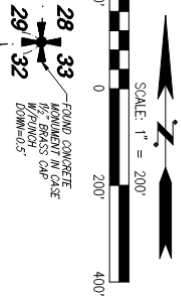
COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL A OF SNOHOMISH COUNTY BOUNDARY LINE ADJUSTMENT NO. BLA 179-93;

THENCE SOUTH 00°42'25" WEST ALONG THE EASTERLY BOUNDARY OF SAID PARCEL A, A DISTANCE OF 686.98 FEET;
THENCE NORTH 89°07'45" EAST CONTINUING ALONG THE BOUNDARY OF SAID PARCEL A, A DISTANCE OF 651.00 FEET;
THENCE SOUTH 01°13'53" WEST CONTINUING ALONG THE BOUNDARY OF SAID PARCEL A, A DISTANCE OF 658.27 FEET;
THENCE SOUTH 62°03'12" WEST CONTINUING ALONG THE BOUNDARY OF SAID PARCEL A, A DISTANCE OF 80.69 FEET;
THENCE SOUTH 01°13'13" WEST CONTINUING ALONG THE BOUNDARY OF SAID PARCEL A, A DISTANCE OF 281.24 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 87°07'42" EAST CONTINUING ALONG THE BOUNDARY OF SAID PARCEL A, A DISTANCE OF 766.34 FEET;
THENCE SOUTH 03°11'26" EAST CONTINUING ALONG THE BOUNDARY OF SAID PARCEL A, A DISTANCE OF 60.00 FEET;
THENCE SOUTH 87°07'42" WEST CONTINUING ALONG THE BOUNDARY OF SAID PARCEL A, A DISTANCE OF 794.61 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 195.00 FEET;
THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°08'45", CONTINUING ALONG THE BOUNDARY OF SAID PARCEL A FOR AN ARC LENGTH OF 95.79 FEET;

THENCE SOUTH 00°22'18" EAST CONTINUING ALONG THE BOUNDARY OF SAID PARCEL A, A DISTANCE OF 311.73 FEET;
THENCE SOUTH 54°37'42" WEST CONTINUING ALONG THE BOUNDARY OF SAID PARCEL A, A DISTANCE OF 50.00 FEET;
THENCE SOUTH 84°44'52" WEST CONTINUING ALONG THE BOUNDARY OF SAID PARCEL A, A DISTANCE OF 29.95 FEET;
THENCE NORTH 64°22'18" WEST CONTINUING ALONG THE BOUNDARY OF SAID PARCEL A, A DISTANCE OF 35.00 FEET;
THENCE NORTH 01°02'18" WEST CONTINUING ALONG THE BOUNDARY OF SAID PARCEL A, A DISTANCE OF 360.02 FEET;
THENCE NORTH 87°08'27" EAST DEPARTING THE BOUNDARY OF SAID PARCEL A, A DISTANCE OF 224.86 FEET TO THE
POINT OF BEGINNING.

EXHIBIT B

**DEGREES
PLAT**



Area to be rezoned from
CB to R-12 (6.69 acres)

EXHIBIT C

CITY OF MARYSVILLE Hearing Examiner Findings, Conclusions and Decision

APPLICANT: Marysville 10 Degrees
CASE NO.: PA 21-039
LOCATION: 2703 156th Street NE, Marysville, WA 98271
APPLICATION: Preliminary Subdivision and Planned Residential Development (PRD) Approval to subdivide a 45.98-acre property into 328 lots consisting of 165 townhouse units and 163 detached single-family units, and concurrently Rezone approximately 6.69 acres of the site from Community Business (CB) to R-12 Multi-family, Low Density (R-12).

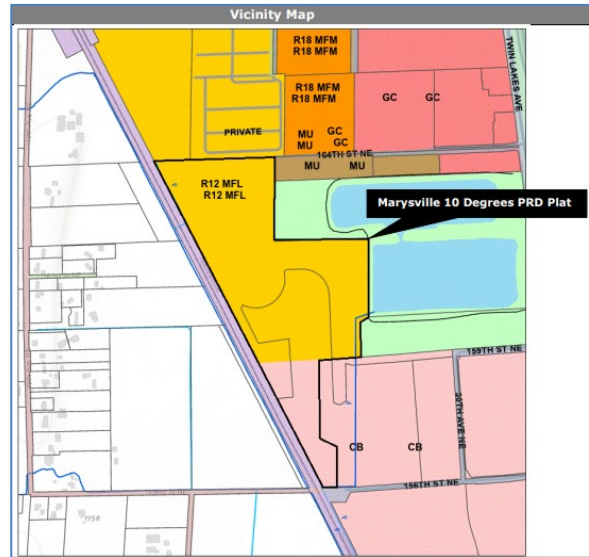
SUMMARY OF RECOMMENDATION

Staff Recommendation: Approve the Preliminary Subdivision and Planned Residential Development (PRD) request to subdivide a 45.98-acre property into 328 lots consisting of 165 townhouse units and 163 detached single-family units, and concurrently Rezone approximately 6.69 acres of the site from Community Business (CB) to R-12 Multi-family, Low Density (R-12).

Hearing Examiner Decision: Approve the Preliminary Subdivision and Planned Residential Development (PRD) request to subdivide a 45.98-acre property into 328 lots consisting of 165 townhouse units and 163 detached single-family units, and concurrently Rezone approximately 6.69 acres of the site from Community Business (CB) to R-12 Multi-family, Low Density (R-12), with 16 conditions of approval listed in the Staff Recommendation dated January 13, 2023, and including the 17 conditions of approval outlined in the SEPA MDNS issued December 16, 2022 (Hearing Examiner Decision, Section C, 1-16 dated January 25, 2023)

PUBLIC HEARING

After reviewing the official file, that included the Marysville Community Development Department Staff Recommendation; the Hearing Examiner conducted a public hearing on the request from Pulte Homes (applicant) and Terra Firma Development (owner). The hearing was opened at 6:30 p.m., January 19, 2023, and closed at 6:59 p.m.. The public hearing took place in hybrid format, both in-person and by Zoom teleconference. The Hearing Examiner and City staff attended in-person, and the applicant attended and participated remotely via Zoom teleconference. No members of the public attended. Participants at the public hearing included a representative of the city of



Marysville Community Development Department, and representatives of the applicant – Pulte Homes. These persons are listed in this report, together with a summary of their testimony, and are documented in the minutes of the hearing. A verbatim recording of the hearing and summary minutes are available from the Community Development Department. A list of exhibits offered and entered into the record at the hearing and a list of parties of record are included at the end of this report.

HEARING COMMENTS AND TESTIMONY

The Hearing Examiner opened the public hearing, admitted Exhibits 1-77 into the public record, and outlined the procedures for the hearing. The Hearing Examiner summarized the request for a Preliminary Subdivision and Planned Residential Development to subdivide a 45.98-acre property into 328 lots consisting of 165 townhouse units and 163 detached single-family units, and to concurrently Rezone approximately 6.69 acres of the site from Community Business (CB) to R-12 Multi-family, Low Density (R-12).

Testimony was provided by city of Marysville Community Development Department staff. Representatives of the applicant were present and introduced themselves. A summary of the testimony is as follows:

City of Marysville, Community Development Department

Angela Gemmer, Principal Planner reviewed the proposal for the Marysville 10 Degrees Preliminary Subdivision and Planned Residential Development and Rezone and provided a brief description of the site, the planned access and infrastructure, the impacts and mitigation related to transportation, parks and schools, and the applicable development regulations. Ms. Gemmer noted that a SEPA Mitigated Determination of Non-Significance (MDNS) was issued on December 16, 2022, and there were no appeals. Staff recommends approval of the proposal

with 16 conditions provided in the Staff Recommendation, and including the 17 conditions documented in the SEPA MDNS.

Applicant, Pulte Homes

Mariah Gill, Manager of Land Planning & Entitlement – Pulte Homes (applicant) and other representatives of the applicant: Jesse Jarrell, P.E., Civil Project Manager – LDC, Inc.; Brad Lincoln, P.E., Traffic Engineer – Kimley Horn; and Scott Brainard, PWS, Principal Ecology – Wetland Resources introduced themselves and provided no testimony.

WRITTEN COMMENTS

No additional written comments were entered into the record at the hearing.

FINDINGS, CONCLUSIONS AND DECISION

Having considered the entire record in this matter, the Hearing Examiner now makes and enters the following:

A. FINDINGS

1. The Hearing Examiner finds that the information provided in the Marysville Community Development Department Staff Recommendation (Exhibit 77) is supported by the evidence presented during the hearing and does by this reference adopt the Staff Recommendation as portion of the Hearing Examiner's findings and conclusions. A copy of the Staff Recommendation is available from the Marysville Community Development Department.
2. The minutes of the hearing accurately summarize the testimony offered at the hearing and are by this reference entered into the official record.
3. The applicant has provided evidence and has demonstrated that the request meets all of the application review criteria in accordance with MMC Section 22G.010.140(3)(a-d) as documented in Section 13 of the city of Marysville Staff Recommendation (Exhibit 77).
4. The applicant has provided evidence and has demonstrated that the request for a Comprehensive Plan Rezone meets all the criteria in accordance with MMC Section 22G.010.440(1)(a-d) as documented in Section 14 of the city of Marysville Staff Recommendation (Exhibit 77).
5. The applicant has provided evidence and has demonstrated that the request for a Rezone at the Edge of a Land Use District meets all the criteria in accordance with MMC Section 22G.010.440(2)(a-c) as documented in Section 15 of the city of Marysville Staff Recommendation (Exhibit 77).
6. Staff has documented the basis for approval of a proposed subdivision in accordance with MMC 22G.090.130(a-i) Section 18 of the city of Marysville Staff Recommendation (Exhibit 77).
7. MMC 22G.010.170(3)(a-e) requires that the Hearing Examiner not approve a proposed development without first making the following findings and conclusions:

- a. The development is consistent with the Comprehensive Plan and meets the requirements and intent of the Marysville Municipal Code.

City of Marysville Staff Response

The Comprehensive Plan designation for the subject property is Multi-family, Low Density and Community Business; however, the Community Business portion of the property is proposed to be rezoned to R-12 Multi-family, Low Density. The proposed development and subsequent use of the property will be consistent with the pertinent development policies outlined in the Marysville Comprehensive Plan and the intent of the Marysville Municipal Code, as conditioned herein. For compliance with specific Comprehensive Plan policies, please see Section 13(c) of the city of Marysville Staff Recommendation (Exhibit 77).

Hearing Examiner Finding

Concur with the staff response. This criterion is met upon the approval of the proposed and appropriate rezone from Community Business to Multi-family, Low Density (R-12).

- b. The development makes adequate provisions for open space, environmentally sensitive areas, drainage, streets and other public ways, transit stops, water supply, sanitary wastes, public utilities and infrastructure, parks and recreation facilities, playgrounds, sites for schools and school grounds.

City of Marysville Staff Response

Based on a review of the preliminary PRD subdivision map and application materials, the development makes adequate provisions for open space, environmentally sensitive areas, drainage, streets and other public ways, transit stops, water supply, sanitary wastes, public utilities and infrastructure, parks and recreation facilities, playgrounds, sites for schools and school grounds.

Hearing Examiner Finding

Concur with the staff response. The applicable components of this criterion are met. There are no transit facilities proposed, nor is there a proposed site for a school. The nearest transit service is available on 172nd Street NE. Provisions for impacts to schools are provided for through the payment of school impact fees (Condition #9).

- c. The development is beneficial to the public health, safety and welfare and is in the public interest.

City of Marysville Staff Response:

As conditioned herein, the proposed PRD subdivision is beneficial to the public health, safety and welfare and is in the public interest as the PRD subdivision is designed in accordance with applicable Marysville Municipal Code requirements.

Hearing Examiner Finding

Concur with the staff response. This criterion is met through the strict adherence to the Marysville Municipal Code, and through the provision of 328 new housing units in the city.

- d. The development does not lower the level of service of transportation and/or neighborhood park facilities below the minimum standards established within the comprehensive plan. If the development results in a level of service lower than those set forth in the comprehensive plan, the development may be approved if improvements or strategies to raise the level of service above the minimum standard are made concurrent with the development. For the purpose of this section, “concurrent with the development” is defined as the required improvements or strategies in place at the time of occupancy, or a financial commitment is in place to complete the improvements or strategies within six years of approval of the development.

City of Marysville Staff Response:

As conditioned herein the development does not lower the level of service of transportation and/or neighborhood park facilities below the minimum standards established within the comprehensive plan.

Hearing Examiner Finding

Concur with the staff response. Impact fees charged for transportation, schools and parks will serve to mitigate adverse impacts. Credit for the traffic impact fees will be provided for the developer’s costs related to the construction of arterial access improvements that will serve the site. This criterion is met as conditioned (Staff Recommendation Condition #10, SEPA MDNS Conditions #7 - #15).

- e. The area, location and features of land proposed for dedication are a direct result of the development proposal, are reasonably needed to mitigate the effects of the development and are proportional to the impacts created by the development.

City of Marysville Staff Response

As conditioned herein, the area, location and features of land proposed for dedication are a direct result of the development proposal, are reasonably needed to mitigate the effects of the development, and are proportional to the impacts created by the development.

Hearing Examiner Finding

Concur with the staff response. Of note is Tract 985 that will provide pedestrian access between the new residential neighborhood and the adjacent Twin Lakes Park parcel. This criterion is met.

B. CONCLUSIONS

The Hearing Examiner concludes that the applicant has demonstrated that the request is consistent with the provisions for a Preliminary Subdivision, Planned Residential Development and Rezone. Responses to each of the application review criteria in MMC 22E.010.140(3)(a-d) and the Rezone criteria in MMC Section 22G.010.440(1)(a-d) and 22G.010.440(2)(a-c) are deemed to be satisfactory with respect to their intent. The proposal also complies with the

MMC 22G.010.170(3)(a-e) which is necessary for the Hearing Examiner to approve a proposed development.

C. DECISION

Based upon the foregoing findings of fact and conclusions, the Hearing Examiner approves the request for a Preliminary Subdivision and Planned Residential Development, and a Rezone for the proposed Marysville 10 Degrees PRD Plat, with the 16 conditions detailed in the Staff Recommendation (Exhibit 77) dated January 13, 2023 (listed below), and including the 17 conditions of approval outlined in the SEPA MDNS issued December 16, 2022:

1. The preliminary subdivision configuration received on December 1, 2022 (Exhibit 64) shall be the approved plat configuration.
2. Prior to civil construction plan approval, a final landscape plan prepared in accordance with MMC Chapter 22C.120, Landscaping and Screening, shall be submitted for review and approval.
3. Prior to civil construction plan approval, the civil construction plans shall be amended to provide a walking path/trail to Gissberg Twin Lakes Park. Said trail connection shall be provided to the north of lot 85 within Tract 985, or as otherwise approved by Snohomish County Parks & Recreation Department or the City of Marysville Parks, Culture and Recreation Department, and shall meet accessibility requirements, as necessary.
4. Prior to civil construction plan approval, the applicant shall demonstrate that the active open space is of a grade and surface suitable for recreations as required by MMC Section 22G.080.100(4)(a).
5. Prior to civil construction plan approval, a lighting site plan which identifies lighting equipment, locations and standards, and implements the following design standards set forth in LNMP, Appendix A, Section B.3 subsection(4)(c) shall be submitted for review and approval. Appropriate lighting levels shall be provided in all areas used by pedestrians or automobiles, including building entries, walkways, parking areas, circulation areas, and other open space areas, in order to ensure safety and security; enhance and encourage evening activities; and provide a distinctive character to the area.

All public areas shall be lighted with average minimum and maximum levels as follows:

- Minimum (for low or non-pedestrian and vehicular traffic areas) of one-half foot-candle;
- Moderate (for moderate or high-volume pedestrian areas) of one to two foot-candles; and
- Maximum (for high volume pedestrian areas and building entries) of four foot-candles.
- Lighting shall be provided at consistent levels, with gradual transitions between
- maximum and minimum levels of lighting and between lit areas and unlit areas. Highly contrasting pools of light and dark areas shall be avoided.

- Pedestrian-scale lighting (light fixtures no taller than 15 feet) is encouraged in areas with high anticipated pedestrian activity. All fixtures over 15 feet in height shall be fitted with a full cut-off shield, be dark sky rated, and mounted no more than 25 feet above the ground with lower fixtures preferable so as to maintain a human scale. Lighting shall enable pedestrians to identify a face 45 feet away in order to promote safety.
 - Light levels at the property line should not exceed 0.1 foot-candles (fc) adjacent to business properties, and 0.05 foot-candles adjacent to residential properties.
 - All building lights shall be directed onto the building itself and/or the ground immediately adjacent to it. The light emissions should not be visible above the roofline of the building. Light fixtures other than traditional cobra heads are encouraged.
 - Up-lighting on trees and provisions for seasonal lighting are encouraged.
 - Accent lighting on architectural and landscape features is encouraged to add interest and focal points.
 - Prior to civil construction plan approval, the civil plans shall provide for decorative street lighting as required by the City's Traffic Engineer Manager pursuant to LNMP, Appendix B, Section B.1, Decorative Street Lighting Standards.
7. All necessary power lines, telephones wires, television cables, fire alarm systems and other communication wires, cables or lines, including existing overhead lines, shall be placed in underground location either by direct burial or by means of conduit or duct. All such underground installations or systems shall be approved by the appropriate utility company and shall adhere to all governing applicable regulations including, but not limited to, the applicable City and State regulations and specific requirements of the appropriate utility.
 8. Direct access from individual lots onto 19th Avenue NE and 164th Street NE is prohibited.
 9. The applicant shall submit payment to Lakewood School District No. 306 for school impacts caused by the development in accordance with MMC Chapter 22D.040, School Impact Fees and Mitigation. School mitigation fees will be based on the fee schedules in effect at the time an individual building permit application is accepted by the City, and will be required to be paid prior to building permit issuance unless deferred until a time preceding final building inspections being granted.
 10. The applicant shall submit payment to the City of Marysville for park impacts caused by the development in accordance with MMC Chapter 22D.020, Parks, Recreation, Open Space and Trail Impact Fees and Mitigation. Park mitigation fees will be based on the fee schedules in effect at the time an individual building permit application is accepted by the City, and will be required to be paid prior to building permit issuance unless deferred until a time preceding final building inspections being granted.
 11. Prior to final PRD subdivision approval, any existing on-site septic systems or wells, shall be abandoned in accordance with Snohomish Health District requirements.

12. Pursuant to MMC Section 22G.090.580, Fence requirements, a six-foot high, sight-obscuring fence may be required along the affected perimeter of the plat (unless waived by the adjacent property owner) if it is determined during grading plan review that the existing grade will be increased by a two-foot or greater vertical grade change and the grade increase causes the newly created lots to be at a higher elevation than the abutting property.
13. Prior to final PRD approval, the applicant shall submit to the City for its approval, covenants, deed restrictions, homeowners' association bylaws, and other documents providing for preservation and maintenance of all common open space, parking areas, walkways, landscaping, signs, lights, roads, and community facilities consistent with MMC Section 22G.080.120. All common areas and facilities shall be continuously maintained at a minimum standard at least equal to that required by the City, and shall be approved by the City at the time of initial occupancy. Said restrictive covenants shall also include provisions to address parking enforcement and a statement from a private attorney as the adequacy of the covenants to fulfill the requirement of the PRD.
14. The project is subject to Lakewood Neighborhood Master Plan (LNMP) Appendix A, Sections B.3, Site and building design standards, B.5, Single Family and Duplex Development Standards, and B.11, Fences. Where alley access is proposed, the front of the house must be oriented towards a public street or common open space area. Where side yards abut the street along arterials or the interior plat roads, an architectural approach similar to what is shown below may be accepted in lieu of the house facing the street. In the example below, the front of the house is oriented towards the auto court while the elevation that faces the street has variation in siding, windows, trims, and a gable entry feature with decorative posts that gives the sense of the house being oriented towards the street. On lots that take access off of an auto court that have a side yard abutting the street, a pedestrian pathway should be provided to the street and auto court. Compliance with the applicable standards must be demonstrated prior to building permit issuance.
15. Prior to final building inspections being granted, residential fire sprinklers may be required in the following situations: if homes are three or more stories tall, if fire flow from hydrants does not meet fire code requirements, if any part of homes is further than 200' from the public road ROW with no hydrant provided on-site, or to mitigate access deficiencies, or as otherwise approved by the Marysville Fire District.
16. The land use proposal is subject to the seventeen (17) conditions of approval outlined in the SEPA MDNS issued December 16, 2022.

Dated this 25th day of January, 2023.



Kevin D. McDonald, AICP
Hearing Examiner

EXHIBITS

The following exhibits were offered and entered into the record:

1. Land Use Permit Application, 08.19.21
2. Project Narrative, 08.19.21
3. Rezone Criteria Responses, 08.19.21
4. Preliminary Plat Checklist, 08.19.21
5. Rezone Checklist, 08.19.21
6. Vicinity map, 08.19.21
7. First American- title Report, 08.19.21
8. Environmental Checklist, 08.19.21
9. GTC- Traffic Impact Analysis, 08.19.21
10. Traffic Mitigation Offer to Sno Co., 08.19.21
11. Drainage Report, 08.19.21
12. Earth Solutions- Geotechnical Study, 08.19.21
13. Sewell-Montesa Critical Area Report, 08.19.21
14. Mounding Analysis, 08.19.21
15. Engineering Variance Request with Approval Decision, 08.19.21
16. Building Elevations, 08.19.21
17. Preliminary Plat plan set, 08.19.21
18. Civil Plans, 08.19.21
19. Letter of completeness, 09.22.21
20. Notice of application
21. Notice of application affidavit
22. First technical review comments, 10.14.21
23. Citizen letter and City's response letter, 12.17.21
24. LDC resubmittal transmittal, 3.30.22
25. LDC resubmittal letter, 3.30.22
26. LDC revised project narrative, 3.24.22
27. LDC Revised Rezone Criteria Responses, 3.24.22
28. LDC Crime Prevention Narrative, 3.24.22
29. Gibson Traffic Comment Response, 3.17.22
30. LDC Intersection Spacing Analysis, 3.25.22
31. Revised SEPA checklist, 3.28.22
32. Off-site wetland analysis, 1.12.22
33. Drainage report, revised March 2022
34. Revised preliminary plat map
35. Revised preliminary civil plan with landscaping
36. Second technical review comments, 4.26.22 updated 5.3.22
37. EDDS intersection spacing variance with denial, 6.7.22
38. LDC resubmittal transmittal, 6.19.22
39. LDC comment response letter, 7.18.22
40. Turning movement detail
41. Twin Lakes Landing 2 Infiltration Feasibility Assessment
42. Infiltration feasibility, Earth Solutions NW, 7.15.22
43. Wetland mitigation plan
44. 156th Street Fire Flow Analysis
45. 164th Street Fire Flow Analysis
46. Revised preliminary plat map
47. Revised preliminary civil plans
48. Revised drainage report
49. Third technical review comments, 8.12.22
50. LDC resubmittal transmittal
51. LDC response letter
52. Traffic Impact Analysis
53. Snohomish County Traffic Offer
54. Revised preliminary plat map
55. Revised preliminary civil plans
56. Email re. grading proposal
57. Grading proposal markups
58. City comments re grading proposal
59. Civil memo including phasing requirements
60. Email re. Snohomish County traffic offer acceptance
61. Approved Snohomish County traffic offer
62. Traffic concurrency recommendation
63. Recorded BLA map
64. Preliminary plat map
65. Revised civil plans
66. Traffic Engineering Manager review memo
67. Revised traffic concurrency recommendation
68. Traffic concurrency offer/acceptance letter
69. SEPA MDNS
70. Notice SEPA MDNS
71. PUD comment letter
72. WDFW comments
73. Revised SEPA checklist
74. Notice of Public Hearing
75. Affidavit of Posting
76. Affidavit of publication
77. Staff Recommendation

PARTIES of RECORD at the PUBLIC HEARING

Angela Gemmer Marysville Community Development Department 501 Delta Avenue Marysville, WA 98270	Maria Gill Pulte Homes 3535 Factoria Blvd. SE, Ste. 600 Bellevue, WA 98006
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RECONSIDERATION - MMC 22G.010.190.

A party to a public hearing may seek reconsideration only of a final decision by filing a written request for reconsideration with the director within fourteen (14) days of the final written decision. The request shall comply with MMC 22.010.530(3). The hearing examiner shall consider the request within seven (7) days of filing the same. The request may be decided without public comment or argument by the party filing the request. If the request is denied, the previous action shall become final. If the request is granted, the hearing examiner may immediately revise and reissue the decision. Reconsideration should be granted only when a legal error has occurred, or a material factual issue has been overlooked that would change the previous decision.

JUDICIAL APPEAL - MMC 22G.010.560.

- (1) Appeals from the final decision of the hearing examiner, or other city board or body involving MMC Title 22 and for which all other appeals specifically authorized have been timely exhausted, shall be made to Snohomish County superior court pursuant to the Land Use Petition Act, Chapter 36.70C RCW, within 21 days of the date the decision or action became final, unless another applicable appeal process or time period is established by state law or local ordinance.
- (2) Notice of the appeal and any other pleadings required to be filed with the court shall be served as required by law within the applicable time period. This requirement is jurisdictional.
- (3) The cost of transcribing and preparing all records ordered certified by the court or desired by the appellant for such appeal shall be borne by the appellant. The record of the proceedings shall be prepared by the City or such qualified person as it selects. The appellant shall post with the city clerk prior to the preparation of any records an advance fee deposit in the amount specified by the city clerk. Any overage will be promptly returned to the appellant.



STAFF RECOMMENDATION - Marysville 10 Degrees PRD Plat & Rezone

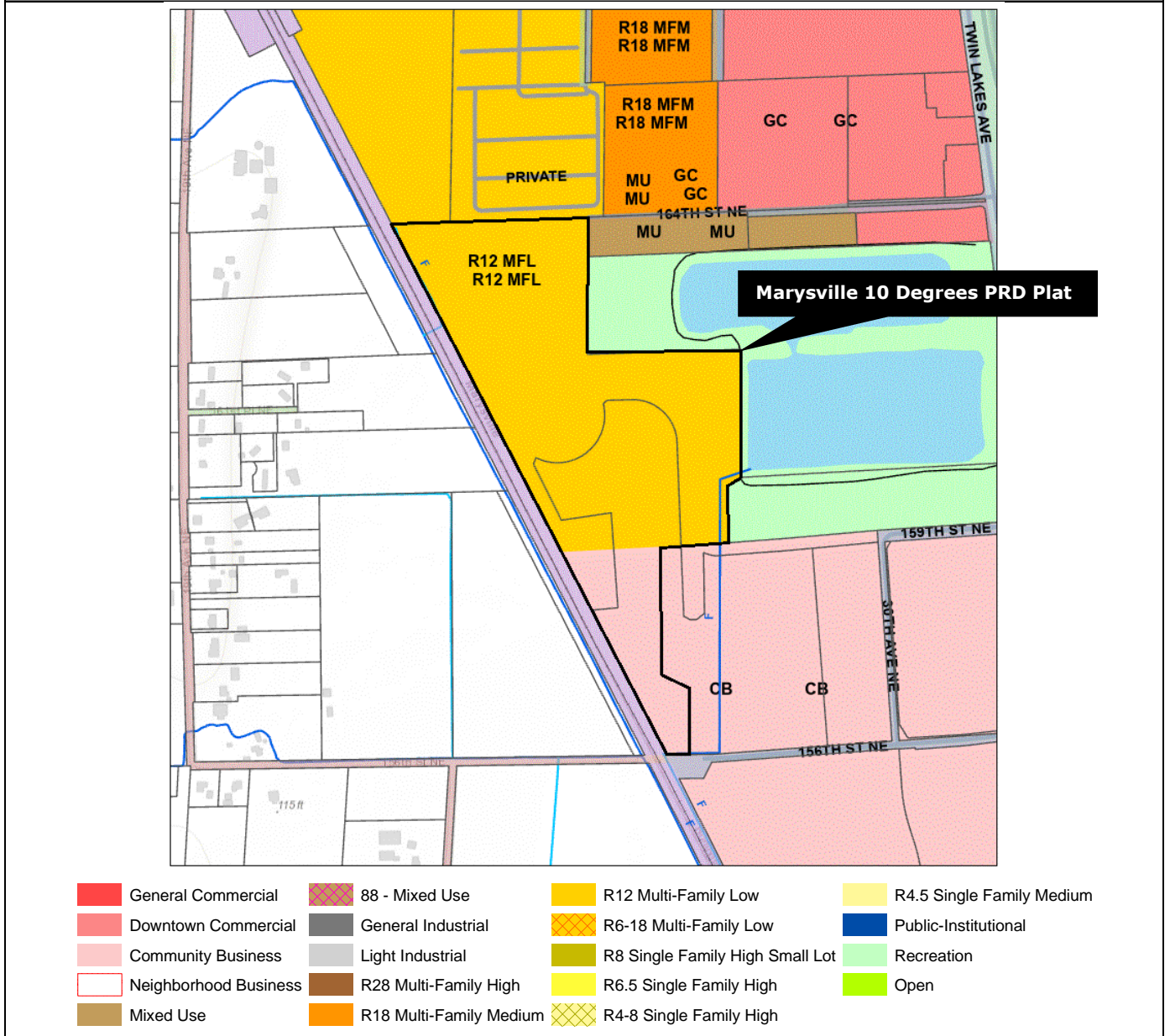
Community Development Department ♦ 501 Delta Avenue ♦ Marysville, WA 98270
 (360) 363-8100 ♦ Office Hours: Mon - Fri 8:00 AM - 4:30 PM

PROJECT INFORMATION										
Project Title	Marysville 10 Degrees PRD Plat			Date of Report	January 13, 2023					
File Number	PA21-039			Attachments	Hearing exhibits					
Administrative Recommendation	Approve the Preliminary Subdivision and Planned Residential Development (PRD) request to subdivide a 45.98 acre property into 328 lots consisting of 165 townhouse units and 163 detached single family units, and concurrently Rezone approximately 6.69 acres of the site from Community Business (CB) to R-12 Multi-family, Low Density (R-12).									
BACKGROUND SUMMARY										
Owner/Applicant	Terra Firma Development (owner)/ Pulte Group (applicant)									
Request	Preliminary Subdivision and Planned Residential Development (PRD) Approval to subdivide a 45.98 acre property into 328 lots consisting of 165 townhouse units and 163 detached single family units, and concurrently Rezone approximately 6.69 acres of the site from Community Business (CB) to R-12 Multi-family, Low Density (R-12).									
SEPA Status	A SEPA MDNS was issued on December 16, 2022. The SEPA appeal period expired December 30, 2022; no appeals were filed.									
Site Address	2703 156 th Street NE			APN(s)	31052900303200 & 31052900303100					
Legal Description (abbreviated)	See Exhibit 64			Section	29	Township	31	Range	05	
Comprehensive Plan	MFL & CB	Zoning	R-12 & CB	Shoreline Environment			N/A			
Water Supply	Current	Proposed		Sewer Supply	Current		Proposed			
	N/A	City			N/A	City				
Present Use of Property	Vacant land									
REVIEWING AGENCIES										
Marysville	Local Agencies & Districts		State & Federal		County		Other			
<input checked="" type="checkbox"/> Building <input checked="" type="checkbox"/> Fire District <input checked="" type="checkbox"/> Land Development <input checked="" type="checkbox"/> Parks <input checked="" type="checkbox"/> Planning <input checked="" type="checkbox"/> Police <input checked="" type="checkbox"/> Public Works	<input checked="" type="checkbox"/> Arlington (city) <input checked="" type="checkbox"/> Arlington Airport <input type="checkbox"/> Everett (city) <input checked="" type="checkbox"/> Lakewood School Dist. <input type="checkbox"/> Marysville School Dist. <input checked="" type="checkbox"/> PUD No. 1 <input checked="" type="checkbox"/> Ziplly		<input checked="" type="checkbox"/> BNSF <input checked="" type="checkbox"/> DAHP <input checked="" type="checkbox"/> DOE <input checked="" type="checkbox"/> US Army Corps of Engineers <input checked="" type="checkbox"/> WDFW <input checked="" type="checkbox"/> WSDOT <input type="checkbox"/> WUTC		<input type="checkbox"/> Health District <input type="checkbox"/> Planning <input checked="" type="checkbox"/> Public Works - Land Development <input type="checkbox"/> Public Works		<input checked="" type="checkbox"/> Tulalip Tribes <input checked="" type="checkbox"/> Stillaguamish Tribe <input checked="" type="checkbox"/> Mariah Gill <input checked="" type="checkbox"/> Dawn Grimstead of Crystal Tree Village <input checked="" type="checkbox"/> Jesse Jarrell, P.E.			
ACTION										
<input type="checkbox"/> Administrative	<input type="checkbox"/> City Council	<input checked="" type="checkbox"/> Quasi-Judicial		<input type="checkbox"/> Planning Commission						
Date of Hearing	January 19, 2023		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	<input type="checkbox"/> Continued					
STAFF										
Name	Angela Gemmer		Title	Principal Planner		Phone	360.363.8240		E-mail	agemmer@marysvillewa.gov

SURROUNDING USES

	Comprehensive Plan	Zoning	Land Use
Site	Community Business & Multi-family, Low Density	R-12 & CB	Vacant land
North	Multi-family, Low Density	R-12	Crystal Tree Village Mobile Home Park & pending Sather Farms PRD – file PA21-035)
East	Community Business, Mixed Use & Open	CB, MU & Open	Twin Lakes Landing 2 multi-family, Gissberg Twin Lakes Park & vacant land
South	Community Business	CB	Single family residence on acreage across 156 th Street NE
West	Rural-5 Acre (uninc. Snohomish County)	R-5 (Sno. Co. zone)	Farmland and single family residences on acreage

Vicinity Map



1.0 EVALUATION

1. Description of Proposal

Pulte Group, applicant, has requested Preliminary Subdivision and Planned Residential Development (PRD) Approval to subdivide a 45.98 acre property into 328 lots consisting of 165 townhouse units and 163 detached single family units, and concurrently Rezone approximately 6.69 acres of the site from Community Business (CB) to R-12 Multi-family, Low Density (R-12). A concurrent boundary line adjustment (BLA) was recently recorded for the property (see Exhibit 63 – Twin Lakes Boundary Line Adjustment BLA21-009 recorded under Auditor’s File Number (AFN) 202211145004). The project will involve approximately 300,000 cubic yards of excavation (fill only) for the construction of the plat road, installation of utilities, and other site improvements.

2. Project History

An application was filed on August 19, 2021 and deemed complete on September 22, 2021. Notice was provided in accordance with MMC Section [22G.010.090](#), *Notice of development application*. Public comments were received from a citizen who wrote a letter on behalf of the residents of Crystal Tree Village (Exhibit 23). Concerns were expressed regarding the impact of the new development on infrastructure and the traffic congestion in the area. A response letter (Exhibit 23) was provided to the citizen indicating that road improvement and traffic mitigation measures would be evaluated during project review, and any project decision would be conditioned in accordance with the Marysville Municipal Code (MMC) and the City’s *Engineering Design and Development Standards* (EDDS).

3. Site Location

The subject property is addressed 2703 156th Street NE, and is located north of 156th Street NE, west of Gissberg Twin Lakes Park, south of 164th Street NE, and east of the Burlington Northern Santa Fe railroad within the City of Marysville. The property is identified by Assessor’s Parcel Numbers 31052900303200 & 31052900303100.

4. Site Description

The subject property consists of 45.98 acres that is currently undeveloped and is primarily comprised of pasture with treed areas along the property boundaries. The majority of the site is flat with a total site-wide elevation change of less than six feet. A partial structural fill pad and imported soil stockpile currently occupies the west-central portion of the property. According to the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS), on-site soils primarily consist of Custer fine sandy loam and Norma loam.

5. Critical Areas

Sewall Wetland Consulting, Inc. prepared a *Critical Areas Report* dated July 20, 2018 (Exhibit 13) which was submitted with the land use application. According to the *Critical Areas Report*, there are four wetlands, one of which extends off-site, and one stream on the subject property. Three of the wetlands are Category IV wetlands (Wetlands O, W and Y) requiring a 35 foot buffer under MMC Section [22E.010.100](#)(4); Wetland O is located at the northwest corner of the site, Wetland W is located at the southwest corner of the site, and Wetland Y is located towards the center of the southern half of the site. Wetland X/CP was previously two wetlands, Wetland X and Wetland CP, which were combined through a wetland creation project. Wetland X/CP is a Category III wetland requiring a 75 foot buffer under MMC Section [22E.010.100](#)(4), and is located on the southern half of the eastern portion of the site and extends off-site to the east. An intermittent stream located in a dug ditch along the east side of the site originates from

the Gissberg Twin Lakes to the north, and flows south into the West Fork of Quilceda Creek. This stream is classified as a Type F stream requiring a 150 foot buffer under MMC Section [22E.010.220\(1\)](#). An *Off-site Wetland Analysis* dated January 12, 2022 (Exhibit 32) was also prepared and documented an off-site Category IV wetland to the east of the subject property on the Twin Lakes Landing 2 site; the wetland and its buffer do not extend onto the subject property.

According to the *Wetland Mitigation Plan* prepared by Wetland Resources, Inc. dated May 19, 2022 (Exhibit 43), the buffers or portions of the buffers for Wetlands O, W, Y and X/CP and Stream A provide inadequate buffer and are required to be enhanced consistent with MMC Sections [22E.010.100\(3\)](#) and [22E.010.220\(2\)](#). Approximately 182,443 square feet (4.18 acres) of buffer will be enhanced through the removal of Himalayan blackberry, mowing of reed canary grass, and replanting degraded areas with native trees and shrubs. Areas dominated by Himalayan blackberry will be replanted with both trees and shrubs. In areas that currently consist of a mix of native and non-native woody species, native species will be retained and will be interplanted with additional native plants.

Per the *Critical Areas Report* dated July 20, 2018 (Exhibit 13), "an existing road with large culvert crossing passes along the south edge of" Wetland X/CP "as was permitted in the previous Jay Group work on this site." Consistent with Condition 4 of the State Environmental Policy Act (SEPA) Mitigated Determination of Non-Significance (MDNS) issued December 16, 2022 (Exhibit 69), the applicant shall be required to obtain all necessary Federal, State and local permits for any critical area or buffer impacts prior to commencing construction. A Hydraulic Project Approval (HPA) from the Washington State Department of Fish and Wildlife (WDFW) will be required for any stream crossings, and United States Army Corps of Engineers (USACE) and/or Department of Ecology (DOE) approval shall be required for any impacts to regulated ditches. It is anticipated that boring under the ditches and stream will be required. A culvert installed with the prior grading work shall be inspected, and repaired or replaced, if needed, during construction.

6. **Access and Circulation**

Primary access for the PRD subdivision will be via 19th Avenue NE which will connect to the 156th Street Overcrossing (future Interstate 5/156th Street Interchange) to the south, and will stub to the northern property line where it will ultimately be extended north to 172nd Street NE. The secondary access for the PRD subdivision will be via 164th Street NE which runs east-west and ties in to Twin Lakes Avenue. A network of public streets, alleys, and auto courts will provide access and circulation interior to the subdivision.

The applicant requested two engineering variances. The first engineering variance request was submitted on August 20, 2021 (Exhibit 15) and requested that the five foot sidewalk on the west side of 19th Avenue NE be eliminated where the road is adjacent to the railroad tracks and the existing wetland in the northwest corner of the site. The variance was requested as there is no need for a sidewalk on the west side since connectivity to the west is restricted by the railroad tracks, and having sidewalks on the west side would mean that additional crosswalks would be needed across 19th Avenue NE which would result in less pedestrian/traffic safety. Ken McIntyre, P.E., Assistant City Engineer, concurred with the applicant's variance justification and approved the variance in September 2021.

The second engineering variance request was submitted on June 6, 2022 (Exhibit 37). This request was for a reduction in the 150 foot spacing for road intersections required

by the City's Engineering Design and Development Standards (EDDS) due to the small lots within the project. Ken McIntyre, P.E., Assistant City Engineer, denied the variance since other similarly situated properties with similar zoning have been able to satisfy the 150 foot spacing requirement, and that the request does not sufficiently demonstrate the need for the variance. The complete justification for the variance denial is outlined in Exhibit 37.

7. **Traffic Impacts**

A traffic impact analysis (TIA) was prepared by Gibson Traffic Consultants dated August 2021 (Exhibit 9), and an amended TIA was prepared by Kimley Horn dated September 2022 (Exhibit 52). According to the TIA, the proposed development would generate approximately 2,747 Average Daily Trips (ADT), 197 AM peak hour trips (AMPHT), and 255.4 PM peak hour trips (PMPHT).

The City's Public Works Director and Traffic Engineer Manager reviewed the TIA, and issued a written concurrency recommendation dated October 25, 2022 and revised October 27, 2022 (Exhibit 62) and revised concurrency recommendation dated December 14, 2022 (Exhibit 67) informing the developer of the project's impacts and mitigation obligation pursuant to Chapter [22D.030](#), *Traffic Impact Fees and Mitigation*. Pursuant to MMC Section [22D.030.070](#)(1)(d), an applicant must make a written proposal for mitigation of traffic impacts to the Public Works Director, based on the concurrency recommendation. The applicant accepted the traffic concurrency recommendation on December 14, 2022 (Exhibit 68). The conditions of the concurrency determination are as follows:

- a. In order to mitigate impacts upon the future capacity of the road system, the applicant shall be required to submit payment to the City of Marysville, on a proportionate share cost of the future capacity improvements as set forth in MMC 22D.030.070(3), for the development. Traffic impact fees shall be vested at a rate of \$6,300.00 per new PM peak hour trip (PMPHT). Design, dedication, and construction of 19th Avenue NE and 164th Street NE are eligible for traffic impact fee (TIF) credits.
- b. The applicant shall construct the 19th Avenue NE arterial roadway from 156th Street NE or 30th Avenue NE to the project's north property line consistent with the City of Marysville Engineering Design and Development Standards (EDDS). The full right-of-way shall be constructed. The roadway improvements shall consist of three lanes of traffic including a two-way left turn lane with curb, gutter, landscape strip, multi-use path, sidewalk and street lighting; provided that, the two-way left turn lane may be eliminated where it is determined by the City to not be needed. A 12-foot multi-use path shall be constructed along the east side of the roadway for the full length of the parcel connecting to 156th Street NE. A landscape strip and five-foot sidewalks shall be installed on the west/south side of 19th Avenue NE from 'Road C' to 30th Avenue NE.
- c. The applicant shall construct the 19th Avenue NE and 164th Street NE roundabout consistent with the City of Marysville EDDS and WSDOT Design Manual Chapter 1320. Design Vehicle Turning Templates shall be run through the roundabout and provided during the plan review process. Median islands shall be installed on all approaches. A crosswalk shall be provided across the east leg of the roundabout including a pedestrian refuge island to accommodate multi-use trail users.
- d. The applicant shall construct the 19th Avenue NE and 30th Avenue NE roundabout consistent with the City of Marysville EDDS and WSDOT Design

Manual Chapter 1320. Design Vehicle Turning Templates shall be run through the roundabout and provided during the plan review process. Median islands shall be installed on all approaches, and be large enough to provide pedestrian refuge for multi-use trail users. A crosswalk shall be provided across all legs of the roundabout. Given development frontage does not include the east side of 30th Avenue NE, design shall include construction that can be easily modified to provide pedestrian refuge and locations for necessary curb ramps in the future.

- e. The applicant shall construct the 164th Street NE arterial roadway within the project boundaries consistent with the City of Marysville Engineering Design and Development Standards (EDDS). The planned arterial roadway shall not encroach onto Snohomish County Parks' property or the Crystal Tree Village Mobile Home Park. The roadway improvements shall consist of two lanes of traffic (unless access onto 164th Street NE is proposed) including, gutter, landscape strip, multi-use path (north side), sidewalk (south side) and street lighting; the multi-use path shall be 12-foot wide. Coordination shall be required between the subject project and Twin Lakes Landing Phase 2 to the east when constructing the 164th Street NE extension within the development.
- f. If the project will be constructed in phases, all arterial roadways and roundabouts shall be constructed with the first phase of the project.
- g. The applicant shall be required to dedicate the necessary right-of-way for 19th Avenue NE, 164th Street NE, the 19th Avenue NE and 164th Street NE roundabout, and the 19th Avenue and 30th Avenue NE roundabout, to enable build-out of said roadways and roundabouts consistent with EDDS standards and WSDOT Design Manual Chapter 1320.
- h. The applicant shall be required to pay \$101,621.24 in traffic fees, or as may be adjusted, to Snohomish County for impacts to Snohomish County roads consistent with the Interlocal Agreement between Snohomish County and the City of Marysville.
- i. The applicant has elected to defer thirty (30) percent design of the roundabouts and approaches until the first civil plan review. The first civil plan review shall also address the main design revisions identified in the Traffic Engineer Manager's memo dated December 14, 2022. A full roundabout design shall be submitted with the second civil plan submittal. Based on a review of the plans submitted to-date, it appears that the proposed roundabouts and approaches are undersized, and that additional right-of-way will be needed in order to construct the roundabouts and approaches per the City's Engineering Design and Development Standards and accepted engineering practices. The applicant agrees that it will obtain and dedicate all required right-of-way as needed for such roundabouts and approaches, and the applicant acknowledges that it will not receive civil plan approval without obtaining and dedicating this right-of-way.

The applicant has acknowledged these comments, and by accepting the traffic concurrency recommendation, is assuming all responsibility for obtaining and dedicating right-of-way as contemplated herein, and assumes all responsibility and risk associated with this requirement (including all risk, liabilities, and/or losses resulting from failure to obtain and dedicate such right of way), and releases the City (and its officers, appointed and elected officials, employees and agents) from any responsibility or liability associated with this requirement.

The applicant furthermore shall hold harmless, indemnify, and defend the City of Marysville (and its officers, appointed and elected officials, employees and agents) from and against any and all claims, actions, suits, liability, loss, expenses, damages and/or judgments of any nature whatsoever (including costs and attorney's fees in defense thereof), caused by, arising out of, or relating in any way to the design changes and associated requirement to obtain and dedicate additional right of way as contemplated herein (including all claims, actions, suits, liability, loss, expenses, damages and/or judgments arising from the applicant's failure to obtain and dedicate such right of way).

Pursuant to MMC Section 22D.030.070(6)(a)(ii), the traffic concurrency determination and the project's impacts and mitigation obligations shall expire upon expiration of the subdivision.

8. Park Impacts

Pursuant to [MMC Chapter 22D.020](#), the applicant shall mitigate City of Marysville parks impacts through payment of the park impact fee in effect at the time of building permit issuance.

9. School Impacts

Pursuant to [MMC Chapter 22D.040](#), the applicant shall mitigate school impacts through the payment of the school impact fee in effect at the time of building permit issuance.

10. Utilities

The following utilities will be provided to the site:

Storm drainage: According to the *Construction Drainage Report* prepared by Jesse A. Jarrell, P.E., dated March 2022 and revised July 2022, runoff from all developed and disturbed areas will be collected and infiltrated using a combination of infiltration galleries, trenches, and bioswales throughout the site, and a main infiltration pond towards the south end of the site. Infiltration trenches to infiltrate roof runoff are proposed in between lots that share a sidewalk pedestrian easement. Infiltration galleries are provided for each of the site's sub-basins and will contain overflow discharges that are to be routed to the main infiltration pond. Bioswales are proposed along the full length of 19th Avenue NE and 164th Street NE to infiltrate main road runoff. All infiltration trenches have been modeled using the Western Washington Hydrology Model (WWHM), a continuous runoff simulation.

A portion of developed frontage impervious areas are unable to collect and infiltrate due to topographical constraints. Upstream area to the northeast will be routed as through-flow to the southern portion of the site. Flow control mitigation of onsite stormwater runoff will be achieved by directing all stormwater runoff into infiltration systems. All runoff will be fully infiltrated to fulfill flow control requirements. Runoff from pervious surfaces will also be directed to infiltrate in site soils due to the site's flat topography.

The single family nature of the project requires "basic" water quality treatment. Modular wetland structures are proposed to provide treatment prior to infiltration. Bioswales along 19th Avenue NE and 164th Street NE will treat Pollution Generating Impervious Surface (PGIS) flow from the external roads separate from on-site Modular Wetland and infiltration gallery facilities.

All stormwater facilities will be designed in accordance with the 2012 Department of Ecology (DOE) *Stormwater Management Manual for Western Washington*, amended 2014.

Water: A 12-inch ductile iron (DI) water main is located in both 156th Street NE and 30th Avenue NE. An 8-inch DI water main is being constructed in 164th Street NE with the Twin Lakes Landing 2 project. The water main is required to be extended along the street frontages of the proposed project and within the right-of-way for all new city streets. A connection to the water main in 164th Street NE will be required.

Sewer: A 30-inch PVC sewer main is located in 156th Street NE. The sewer main is required to be extended along the street frontages of the proposed project and within the right-of-way for all new city streets.

All utility improvements will be addressed during civil construction plan review in order to ensure compliance with all of the applicable MMCs.

11. **SEPA**

A State Environmental Policy Act (SEPA) Mitigated Determination of Non-Significance (MDNS) was issued on December 16, 2022 (Exhibit 69). During the SEPA MDNS comment period, Morgan Krueger, Habitat Biologist with the Washington Department of Fish & Wildlife, submitted comments which are outlined in Section 12.f below. In response to these comments, the applicant amended their SEPA checklist which was emailed to Ms. Krueger on January 6, 2023. No appeals were filed on the SEPA determination.

12. **Agency Comments:** A *Request for Review* for the proposal was sent to the following Local, County, State & Federal Agencies and Districts:

a. *Marysville Fire District:* In a memo from Don McGhee, Assistant Fire Marshal, dated August 8, 2022 (see pages 14 – 15 of Exhibit 49), the Marysville Fire District had the following comments upon review of the PRD subdivision layout. Please see Exhibits 22 and 36 for the prior review memos:

- Plans show townhome buildings along the 28' wide perimeter roads, and SF homes along the 20' wide interior drives/alleys. Developer comments state all SFRs will be below 30'. Fire sprinklers are required in all homes to mitigate deficient access.
- Utility plans show proposed water mains and fire hydrant locations, hydrant spacing and placement appears adequate. Autocourt A is over the 150' maximum and is serving more than six unit maximum.
- The project shall comply with the current fire code requirements (2018 IFC) including WA State and local City of Marysville amendments to the fire code.
- Autocourts are to be a maximum length of 150 feet unless an acceptable emergency vehicle turnaround is provided and designed so vehicles will not back onto public streets. Autocourts can serve a maximum of six units. All alleys and autocourts should have adequate signage (NO PARKING) (FIRE LANE).
- Fire marshal approval of fire access and fire hydrant/water supply systems is required as part of the civil construction plan review and approval process.
- All townhome units and SF homes will require 13-D residential fire sprinkler installations.
- An adequate access route for fire apparatus must be in service prior to any building construction.
- Suggest moving hydrant on Road D just south of Road G to the north side of Road G on Road D.

Supplementary response: The comments outlined above will be addressed during civil construction plan review and/or building permit review as applicable. The PRD Subdivision will be conditioned to require that fire sprinklers be provided where determined necessary by the Marysville Fire District.

- b. *Department of Archaeology and Historic Preservation: No comments received.*
- c. *Lakewood School District No. 4: No comments received.*
- d. *Tulalip Tribes: No comments received.*
- e. *Department of Ecology (DOE): In a letter dated October 6, 2021 from Katelynn Piazza, SEPA Coordinator with DOE, the following comment was provided:*

Under RCW 90.03.350, a Dam Safety construction permit is required for those dams or ponds which can impound a volume of 10 acre-feet or more of water or other liquids above ground level. The Marysville 10 Degrees development references the construction of infiltration facilities as part of this project. If the facilities include a pond or ponds that can equal or exceed the above referenced criteria, you will need to apply for a dam construction permit. To determine if a Dam Safety construction permit is required for your project, the applicant must submit a set of construction plans to: WA Department of Ecology, Dam Safety Office, PO Box 47600, Olympia WA 98504-7600.

Staff response: In the resubmittal letter from the applicant dated March 28, 2022 (see page 10 of Exhibit 22), it is indicated that, "the main open retention pond at the southern end of the site is far less than 10 acre-feet of storage (currently designed to hold approximately 1.2 acre-feet of live storage with an overall storage depth of about 1.2').

- f. *Washington State Department of Fish and Wildlife (WDFW): In an email dated December 29, 2022, Morgan Krueger, Habitat Biologist 2 with WDFW, provided the following comments on the SEPA checklist distributed with the SEPA MDNS issued December 16, 2022:*
 - Section A.10 of the SEPA checklist does not state an HPA permit, which will be required to modify/construct culverts on the project site. It is suggested that obtaining an HPA should be stated in this section, as some documents included in this site proposal suggest possible culvert construction/modification.
 - The 19th Avenue and 164th Street roundabout and associated retaining wall cannot obstruct flow in the existing ditch system. Existing culvert ends need to be assessed for stability. A new culvert might be needed.
 - Section B.4.d asks if there are measures to enhance vegetation on site. The Wetland Mitigation Plan document should be noted here.
 - SASI maps indicate that the type F stream contains Coho. This should be stated in the SEPA checklist (Section B.5.a.).

Supplementary response: The comments were provided to the applicant to address. A revised SEPA checklist (Exhibit 73) addressing the items outlined above was resubmitted by the applicant on January 6, 2023 and forwarded to WDFW. No further comments have been received as of the date of this report.

- g. *Stillaguamish Tribes: No comments received.*
- h. *PUD No. 1: A letter was received on December 20, 2022 from Mary Wicklund on behalf of Mark Flury, Senior Manager Transmission & Distribution System Operations & Engineering (Exhibit 71), in response to the notice of the SEPA determination. The letter indicates that PUD currently has enough electric system capacity to serve the proposed development. The letter details standard processes, safety requirements and other expectations that the developer should be aware of.*

- i. *Ziply (formerly Frontier Communications):* No comments received.
- j. *Snohomish County Public Works – Land Development:* An email was received on September 28, 2022 from Monica Summerset, Associate Land Development Analyst, (Exhibit 60) requesting “that the City impose the mitigation offered [by the applicant] as a condition of approval for the development.”

Supplementary response: Condition 14 of the SEPA MDNS issued December 16, 2022 (Exhibit 69). Please note that a minor reduction in the traffic impact fee from the signed mitigation offer is anticipated due to a modest reduction in units.

13. **Application Review:** MMC 22G.010.140(3) requires the city to determine whether or not the project is consistent with the following items described in the applicable plans and regulations:

- a. Type of land use permitted at the site, including uses that may be allowed under certain circumstances, such as planned residential development and conditional uses, if the criteria for their approval have been satisfied.

Staff Comment: The subject property is zoned R-12 Multi-family, Low Density with a small portion zoned Community Business (CB) (approximately 6.69 acres). PRD subdivisions with single family residences and townhouses are permitted outright in the R-12 zone, but are not a permitted use in the CB zone; however, the CB portion of the property is proposed to be rezoned to R-12 to allow for the use. The application has demonstrated compliance with the rezone criteria set forth in MMC Section [22G.010.440](#), Rezone criteria, as outlined in Sections 14 and 15 of this report.

- b. Density of residential development in urban growth areas.

Staff Comment: The base density allowed in the R-12 Multi-family, Low Density zone is 12 units per acre; the maximum density is limited to 18 units per net acre through the application of the residential density incentive provisions set forth in Chapter [22C.090](#) MMC. The PRD subdivision proposes 328 units on 45.98 gross acres (31.32 net acres). The proposed development is proposing a density of 10.47 dwelling units per acre (328 dwelling units per net acre/31.32 net acres) which complies with the density allowance outlined in MMC Section [22C.010.080](#)(2).

- c. Availability and adequacy of public facilities identified in the Comprehensive Plan.

Staff Comment: The Comprehensive Plan designation for the subject property is Multi-family, Low Density and Community Business; however, will be only Multi-Family, Low Density after rezoning. The proposed development and subsequent use of the property will be consistent with the pertinent development policies outlined in the Marysville Comprehensive Plan as conditioned herein.

The following development policies outlined in the Comprehensive Plan that are specifically pertinent to the overall subdivision request, and were used to establish appropriate conditions, are as follows:

LAND USE ELEMENT

General Development Land Use Policies

Policies: LU-3, LU-5, LU-6, LU-8, LU-11

Single Family

Policies: LU-40, LU-41, LU-42, LU-43

TRANSPORTATION ELEMENT

Transportation System Efficiency and Safety

Policies: T-8

Public Involvement and Agency Coordination

Policies: T-13

Mobility Options

Policies: T-25, T-26, T-27, T-28, T-29

Financing and Implementation

Policies: T-48, T-49

UTILITIES ELEMENT

Policies: UT-1, UT-3, UT-8

PUBLIC FACILITIES & SERVICES ELEMENT

Police, Fire, Library

Policies: PS-1, PS-3, PS-5, PS-9, PS-10

Water, Sewer, Storm Drainage, Solid Waste

Policies: PF-1, PF-18, PF-19, PF-20, PF-22, PF-23, PF-26

d. Development Standards.

Staff Comment: The project site is currently zoned R-12 Multi-family, Low Density with a small portion zoned Community Business (CB) (approximately 6.69 acres) which is proposed to be rezoned to R-12. The R-12 zone is a low density multi-family residential zone. The major types of new housing development will be attached and detached single-family residential, duplexes, apartments and condominiums. It allows single family residences and townhouses at a base density of 12 dwelling units per net project acre; the maximum density is limited to 18 units per net project acre.

Lakewood Neighborhood Master Plan: The subject property is located within the Lakewood Neighborhood Master Plan (LNMP) Area. The project is subject to the design standards set forth in LNMP Appendix A, Sections B.3, *Site and building design standards* and B.5, *Single Family and Duplex Development Standards*.

The proposal, as conditioned, complies with the standards set forth in the Plan.

Bulk & Dimensional Standards: The proposed PRD will meet all bulk and dimensional requirements set forth in MMC Section 22G.080.080(1), *Modification of development regulations*. These standards include a minimum 30 foot lot width for single family detached units, 25 foot lot width for single family attached units, 3,500 square foot minimum lot size for single family detached units, 2,000 square foot minimum lot size for single family attached, 10 foot street setback (7 feet for porches), 20 foot garage setback, 10 foot rear yard setback, 5 foot side yard setback, and 70 percent lot coverage. Any street side setback along 19th Avenue NE is required to be 15 feet.

Open Space Standards: Pursuant to MMC Section 22G.080.100, fifteen percent of the net project area must be dedicated as open space, and five percent of the net project area must be active open space. As proposed, 15 percent of the net project area or 4.70 acres (204,664 square feet) is required to be reserved for open space. Of the required open space, 35 percent must be active open space while 65 percent may be passive open space or critical areas. The project is required to provide 1.64 acres (71,632 square feet) of active open space, but will provide approximately 1.86 acres (80,894 square feet) of active open space which is equal to 39.5 percent of the net project area (exceeds base requirement by 4.5 percent). The project is required to provide approximately 3.05 acres (133,032 square feet) of passive open space, but will provide approximately 7.45 acres (324,467 square feet) due to the presence of on-site critical areas and buffers which will be permanently protected. Improvements within the active open space area will include three play structures, seven benches, two picnic tables, a tetherball court, a pickleball court, a sport court, and associated landscaping, pathways and fencing.

Street Standards: The PRD plat is subject to the PRD Access Street with Parking standard set forth in the Engineering Design and Development Standards.

PRD Decision Criteria: As proposed and conditioned, the PRD meets all of the requirements set forth in 22G.080.050, *Procedures for review and approval*, including subsections (a) Consistency with Applicable Plans and Laws, (b) Quality Design, (c) Design Criteria (i), (iii), and (iv), (d) Public Facilities, (e) Consistency with adjacent single family development, (f) Perimeter Design, (g) Open Space and Recreation, (h) Streets, Sidewalks, and Parking, (i) Landscaping, and (j) Maintenance Provisions.

The proposed development and subsequent use of the property will comply with the intent of the R-12 Multi-family, Low Density zone, and the standards set forth in the *Lakewood Neighborhood Master Plan*, and as conditioned herein, complies with all of the applicable design and development standards outlined in Title 22 – *Unified Development Code*.

The proposed development, as conditioned herein, makes appropriate provisions for the public use and interest, health, safety and general welfare.

14. **Comprehensive Plan Rezone Criteria:** MMC Section [22G.010.440](#)(1) requires the applicant for a zone reclassification to demonstrate that the proposal is consistent with the Comprehensive Plan, and applicable functional plans, and complies with the following criteria:

- a. There is a demonstrated need for additional zoning as the type proposed;

Applicant response: The proposed rezone of 6.69 acres of land zoned CB to R-12 MFL would result in more land that is zoned for residential uses and will ultimately assist the city in reaching their 2035 population growth target and housing target. The City of Marysville’s 2015 Comprehensive Plan sets the City’s 2035 population growth target at 87,798 people and housing growth target at 32,936 housing units. The 2020 census found that the City had a population of 70,714, and the Washington State Office of Financial Management (OFM) estimates that there were 25,723 housing units in the City in 2020. This means that by approving the rezone, it would help the City provide enough land to accommodate 17,084 more people and 7,213 households without expanding its Urban Growth Area (UGA).

Additionally, in the greater Puget Sound region, 2 million people will be moving to the four-county metropolitan region by 2050. Many Snohomish County UGAs have already exceeded their anticipated 2035 growth targets and are expected to continue to grow at a similar pace. There is also a housing affordability crisis, with median home prices in Snohomish County up almost 24 percent from 2020 to 2021 amid rising prices regionwide. Large employers, including those in the high-tech industry, are expected to continuing adding thousands of jobs in central business districts and regional growth centers alike. The rapidly developing Cascade Industrial Center, located across I-5 to the east of this area, will bring thousands of jobs to the area, underscoring the great need for additional housing in the area.

Lastly, there is a clear and defined need for the rezone because it would provide additional housing and housing types that the City needs. Several sources, both regionally and locally, have fully documented this need for more units and a variety of types of housing. These include:

- City of Marysville Comprehensive Plan – Land Use Element. Planning Area 11: Lakewood Neighborhood.
- City of Marysville Comprehensive Plan – Housing Element. Goal 1. HO-4, HO-8, HO-12, HO-24, HO-28.
- Lakewood Neighborhood Master Plan.

- Snohomish Countywide Planning Policies. Housing. Encourage the availability of affordable housing to all economic segments of the population of this state, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock. Also, see Objectives HO 1.B and 1.D.
 - Housing Affordability Regional Taskforce (HART) Report and Five-Year Action Plan.
 - PSRC VISION 2050. Housing. A range of housing types ensures that healthy, safe, and affordable housing choices are available and accessible for all people throughout the region.
- b. The zone reclassification is consistent and compatible with uses and zoning of the surrounding properties;

Applicant response: The proposed rezone would be compatible with uses and zoning of the surrounding properties. Properties directly to the north of the proposal are already zoned R-12, a portion of which is included in the overall development proposal for the 10 Degrees site. The rezone would allow the proposal to be developed with varying types of housing units using the Planned Residential Development (PRD) code (MMC 22G.080). Additionally, there is a clearly defined boundary on one side of the proposal, the BNRR rail line and the city limit boundary, which follows the rail line.

- c. There have been significant changes in the circumstances of the property to be rezoned, or surrounding properties, to warrant a change in classification; and

Applicant response: There has been no significant physical changes to the property, but the City's plans for how the property should be developed have changed. For instance, the City adopted the Lakewood Neighborhood Master Plan, which requires a road network on the property that is more consistent with a residential development in the R-12 than a commercial development in the CB zone. Also, the 156th Street Overpass has recently been constructed, and the City anticipates the construction of a 156th Street/I-5 Interchange, both of which will provide access to the property and facilitate the added demand.

It is also worth noting that the project proposal is within Planning Area 11: Lakewood Neighborhood, as defined in the Marysville Comprehensive Plan. The Lakewood Neighborhood is designated as an area to accommodate a variety of housing types, including those proposed as part of this development (single-family and townhomes). While the rezone would change the defined area from commercially-zoned properties to residential, the proposed change is very small and consists of only 6.69 acres of the 740 buildable acres in the Lakewood Neighborhood (Table 4-68. Lakewood Neighborhood Land Capacity, 2011-2035).

- d. The property is practically and physically suited for the uses allowed in the proposed zone reclassification.

Applicant response: As demonstrated in the responses above, the property to be rezoned is both practically and physically suited for uses allowed in the proposed zone, which is low-density multiple family. As part of the PRD proposal for the entire site, there will be 166 attached townhome units and 167 detached single-family units (note: since the rezone responses were originally drafted, these figures have been reduced to 165 attached townhomes and 163 detached single-family units). This includes 11 townhomes and 2 single-family homes within the 6.69-acre proposed rezone area. The proposal will be consistent with the City of Marysville's Subdivision Code (MMC 22G.090) and Planned Residential Development Code (MMC 22G.080). All proposed uses are permitted in the R-12 zoning.

The applicant's responses outlined above are excerpted from Exhibits 3 and 27. Exhibit 27 depicts a modified boundary line adjustment and rezone boundary that was requested by the City; however, the City's request was withdrawn and the initial boundary line adjustment request of the applicant was approved (see Exhibit 63).

After evaluation of the applicant's written response, and other supporting documentation and application materials, the proposed rezone, as conditioned herein complies with the rezone criteria and applicable development standards outlined in Title 22 MMC, *Unified Development Code*.

15. **Rezone Criteria – Edge of Land Use Districts:** Pursuant to MMC Section [22G.010.440](#)(2), properties at the edges of land use districts can make application to rezone property to the bordering zone without applying for a Comprehensive Plan map amendment if the proponent can demonstrate the following:

- a. The proposed land use district will provide a more effective transition point and edge for the proposed land use district than strict application of the comprehensive plan map would provide due to neighboring land uses, topography, access, parcel lines or other property characteristics;

Applicant response: The zoning and comprehensive plan map district boundary lines, as currently shown, do not follow any existing property boundary. Instead, they follow the same latitude line of the southernmost property line of Gissberg Twin Lakes Park, extending westward to the BNRR line. The rezone, as proposed, would change the boundary to extend southward and reach the southernmost existing property line that parallels the 156th Street NE alignment.

Also, the rezone would provide a better transition between the R-12 zone and the CB zone. Currently, there is no visual transition between the R-12 zone and CB zone, but with the rezone, the critical areas along with the proposed zoning boundaries would provide a natural break between development in the two zones. This is beneficial because it ensures commercial and residential uses do not directly border each other.

- b. The proposed land use district supports and implements the goals, objectives, policies and text of the comprehensive plan more effectively than strict application of the comprehensive plan map; and

Applicant response: As previously noted in earlier responses, the proposed zoning district, R-12, would support the development of the proposed PRD, which includes 166 attached townhomes and 167 detached single-family units (note: since the rezone responses were originally drafted, these figures have been reduced to 165 attached townhomes and 163 detached single-family units). It would also support the vision of the Lakewood Neighborhood Master Plan, which promotes a variety of housing options, enhanced wetland and stream buffers, natural and neighborhood oriented open spaces, and improved multi-modal connectivity, eventually allowing for connections between 156th Street NE and 172nd Street NE.

- c. The proposed land use change will not affect an area greater than 10 acres, exclusive of critical areas.

Applicant response: As previously noted, the proposed land use change will only affect 6.69 acres and is therefore under the 10-acre threshold established in code.

The applicant's responses outlined above are excerpted from Exhibits 3 and 27. After evaluation of the applicant's written response, and other supporting documentation and application materials, the proposed rezone, as conditioned herein, will be consistent with the applicable development goals and policies outlined in the Marysville Comprehensive Plan.

16. **Public Hearing Notice.** The public hearing for the proposed request was advertised in accordance with MMC Section [22G.010.110](#), *Notice of public hearing*.

17. **Hearing Examiner – Required Findings.** MMC [22G.010.170](#)(3) requires that the Hearing Examiner not approve a proposed development without first making the following findings and conclusions:

- a. The development is consistent with the comprehensive plan and meets the requirements and intent of the Marysville Municipal Code.

Staff Comment: The Comprehensive Plan designation for the subject property is Multi-family, Low Density and Community Business; however, the Community Business portion of the property is proposed to be rezoned to R-12 Multi-family, Low Density. The proposed development and subsequent use of the property will be consistent with the pertinent development policies outlined in the Marysville Comprehensive Plan and the intent of the Marysville Municipal Code, as conditioned herein. For compliance with specific Comprehensive Plan policies, please see Section 13 above.

- b. The development makes adequate provisions for open space, environmentally sensitive areas, drainage, streets and other public ways, transit stops, water supply, sanitary wastes, public utilities and infrastructure, parks and recreation facilities, playgrounds, sites for schools and school grounds.

Staff Comment: Based on a review of the preliminary PRD subdivision map and application materials, the development makes adequate provisions for open space, environmentally sensitive areas, drainage, streets and other public ways, transit stops, water supply, sanitary wastes, public utilities and infrastructure, parks and recreation facilities, playgrounds, sites for schools and school grounds.

- c. The development is beneficial to the public health, safety and welfare and is in the public interest.

Staff Comment: As conditioned herein, the proposed PRD subdivision is beneficial to the public health, safety and welfare and is in the public interest as the PRD subdivision is designed in accordance with applicable Marysville Municipal Code requirements.

- d. The development does not lower the level of service of transportation and/or neighborhood park facilities below the minimum standards established within the comprehensive plan. If the development results in a level of service lower than those set forth in the comprehensive plan, the development may be approved if improvements or strategies to raise the level of service above the minimum standard are made concurrent with the development. For the purpose of this section, "concurrent with the development" is defined as the required improvements or strategies in place at the time of occupancy, or a financial commitment is in place to complete the improvements or strategies within six years of approval of the development.

Staff Comment: As conditioned herein, the development does not lower the level of service of transportation and/or neighborhood park facilities below the minimum standards established within the comprehensive plan.

- e. The area, location and features of land proposed for dedication are a direct result of the development proposal, are reasonably needed to mitigate the effects of the development, and are proportional to the impacts created by the development.

Staff Comment: As conditioned herein, the area, location and features of land proposed for dedication are a direct result of the development proposal, are reasonably needed to mitigate the effects of the development, and are proportional to the impacts created by the development.

18. **Public hearing – Elements considered.** MMC 22G.090.130 requires the hearing examiner provide a basis for approval or disapproval of a proposed subdivision, as follows:

- a. Public Use and Interest. Evaluation of the proposed subdivision to determine whether the public use and interest are served by permitting the proposed subdivision.

Staff Comment: After evaluation of the application materials and other supporting documentation available to the City, staff concludes that, as conditioned, the public use and interest are served by the proposed subdivision.

- b. Public Health, Safety and General Welfare. Evaluation of the proposed subdivision to determine whether the public health, safety and general welfare have been served.

Staff Comment: After evaluation of the application materials and other supporting documentation available to the City, staff concludes that, as conditioned, the public health, safety and general welfare have been served and that the subdivision is consistent with the requirements of RCW 58.17.110.

- c. Comprehensive Plan. Evaluation of all elements of the comprehensive plan and its consistency with the proposed subdivision.

Staff Comment: The proposed subdivision and development of the parcel relate to all elements of the Comprehensive Plan. Compliance with the various elements of the Comprehensive Plan is specifically demonstrated in Section 13(c) above.

Existing Zoning. Evaluation of existing zoning and its compliance with the proposed subdivision and MMC Chapter [22G.090](#), Article V, Land Division Requirements.

Staff Comment: The existing zoning and its compliance with the proposed subdivision and Article V of this chapter, Land Division Requirements has been evaluated. Compliance with specific zoning regulations is demonstrated in Section 13(a)-(d) above.

- d. Natural Environment. Evaluation of the impacts and provision for mitigation of all impacts on all elements of the natural environment including topography, vegetation, soils, geology and all environmental issues as defined in the State Environmental Policy Act, Chapter 197-11 WAC, and MMC Chapter [22G.090](#), Article V, Land Division Requirements.

Staff Comment: The plat impacts and provision for mitigation of all impacts on all elements of the natural environment including topography, vegetation, soils, geology and all environmental issues have been evaluated pursuant to the State Environmental Policy Act, Chapter 197-11 WAC, Chapter [22E.010](#), Critical Areas Management, and Chapter 22G.090, Article V, Land Division Requirements has been provided for the project, as conditioned herein.

- e. Drainage. Evaluation of all drainage impacts and provisions made for mitigation of all drainage impacts as defined in the city's drainage codes, and MMC Chapter [22G.090](#), Article V, Land Division Requirements.

Staff Comment: All drainage impact have been evaluated, and adequate provisions have been made to mitigate for all drainage impacts as defined in the city's drainage codes, and MMC Chapter [22G.090](#), Article V, Land Division Requirements.

- f. Open Space. Evaluation of all impacts and provision for open space as defined in MMC Chapter [22G.090](#), Article V, Land Division Requirements.

Staff Comment: The proposed subdivision will be providing open space in accordance with the Planned Residential Development standards and Article V, Land Division Requirements. The proposed open space is of a grade and surface suitable for recreation, and is accessible and conveniently located for use by all residents.

- g. Public Systems Capacity. Evaluation of all impacts and provisions made for mitigation of impacts on public systems including parks, schools, and community facilities as defined in MMC Chapter [22G.090](#), Article V, Land Division Requirements.

Staff Comment: The applicant will pay mitigation fees for each new dwelling unit in accordance with MMC Chapters [22D.020](#) and [22D.040](#) in order to mitigate potential impacts on parks, schools, and community facilities.

- h. Public Services. Evaluation of all impacts and provisions made for mitigation of impacts on public services including streets, all public utilities, and fire and police protection as defined in MMC Chapter [22G.090](#), Article V, Land Division Requirements.

Staff Comment: The proposed subdivision will construct streets providing appropriate access and circulation to all proposed new lots. Public utilities will be extended to serve all new units in accordance with City standards. Appropriate improvements for fire safety in accordance with the city's fire code will be provided. Capital improvement fees will be collected for water, sewer, and stormwater.

- i. Floodplain. Identification of subdivisions proposed in the floodplain and compliance with requirements of this chapter and Chapter [22E.020](#) MMC, Floodplain Management.

Staff Comment: The project is not located within an identified floodplain.

2.0 RECOMMENDATION

Based on the foregoing findings and conclusions, review of the application materials and other supporting documentation available to the Community Development Department, and the City's regulatory authority to implement the policies, standards, and regulations of the Marysville Comprehensive Plan and Marysville Municipal Code, the Community Development Department respectfully recommends that the Hearing Examiner **APPROVE** the proposed Preliminary Planned Residential Development, Subdivision and Concurrent Rezone of approximately 6.69 acres from Community Business to R-12 Multi-family, Low Density of Marysville 10 Degrees subject to the following conditions:

1. The preliminary subdivision configuration received on December 1, 2022 (Exhibit 64) shall be the approved plat configuration.
2. Prior to civil construction plan approval, a final landscape plan prepared in accordance with MMC Chapter [22C.120](#), *Landscaping and Screening*, shall be submitted for review and approval.
3. Prior to civil construction plan approval, the civil construction plans shall be amended to provide a walking path/trail to Gissberg Twin Lakes Park. Said trail connection shall be provided to the north of lot 85 within Tract 985, or as otherwise approved by Snohomish County Parks & Recreation Department or the City of Marysville Parks, Culture and Recreation Department, and shall meet accessibility requirements, as necessary.
4. Prior to civil construction plan approval, the applicant shall demonstrate that the active open space is of a grade and surface suitable for recreations as required by MMC Section [22G.080.100](#)(4)(a).
5. Prior to civil construction plan approval, a lighting site plan which identifies lighting equipment, locations and standards, and implements the following design standards set forth in LNMP, Appendix A, Section B.3 subsection(4)(c) shall be submitted for review and approval. Appropriate lighting levels shall be provided in all areas used by pedestrians or automobiles, including building entries, walkways, parking areas, circulation areas, and other open space areas, in order to ensure safety and security;

enhance and encourage evening activities; and provide a distinctive character to the area.

- All public areas shall be lighted with average minimum and maximum levels as follows:
 - Minimum (for low or nonpedestrian and vehicular traffic areas) of one-half foot candle;
 - Moderate (for moderate or high volume pedestrian areas) of one to two foot candles; and
 - Maximum (for high volume pedestrian areas and building entries) of four foot candles.
 - Lighting shall be provided at consistent levels, with gradual transitions between maximum and minimum levels of lighting and between lit areas and unlit areas. Highly contrasting pools of light and dark areas shall be avoided.
 - Pedestrian-scale lighting (light fixtures no taller than 15 feet) is encouraged in areas with high anticipated pedestrian activity. All fixtures over 15 feet in height shall be fitted with a full cut-off shield, be dark sky rated, and mounted no more than 25 feet above the ground with lower fixtures preferable so as to maintain a human scale. Lighting shall enable pedestrians to identify a face 45 feet away in order to promote safety.
 - Light levels at the property line should not exceed 0.1 foot candles (fc) adjacent to business properties, and 0.05 foot candles adjacent to residential properties.
 - All building lights shall be directed onto the building itself and/or the ground immediately adjacent to it. The light emissions should not be visible above the roofline of the building. Light fixtures other than traditional cobra heads are encouraged.
 - Uplighting on trees and provisions for seasonal lighting are encouraged.
 - Accent lighting on architectural and landscape features is encouraged to add interest and focal points.
6. Prior to civil construction plan approval, the civil plans shall provide for decorative street lighting as required by the City's Traffic Engineer Manager pursuant to LNMP, Appendix B, Section B.1, *Decorative Street Lighting Standards*.
 7. All necessary power lines, telephones wires, television cables, fire alarm systems and other communication wires, cables or lines, including existing overhead lines, shall be placed in underground location either by direct burial or by means of conduit or duct. All such underground installations or systems shall be approved by the appropriate utility company and shall adhere to all governing applicable regulations including, but not limited to, the applicable City and State regulations and specific requirements of the appropriate utility.
 8. Direct access from individual lots onto 19th Avenue NE and 164th Street NE is prohibited.
 9. The applicant shall submit payment to Lakewood School District No. 306 for school impacts caused by the development in accordance with MMC Chapter 22D.040, *School Impact Fees and Mitigation*. School mitigation fees will be based on the fee schedules in effect at the time an individual building permit application is accepted by the City, and will be required to be paid prior to building permit issuance unless deferred until a time preceding final building inspections being granted.

10. The applicant shall submit payment to the City of Marysville for park impacts caused by the development in accordance with MMC Chapter 22D.020, *Parks, Recreation, Open Space and Trail Impact Fees and Mitigation*. Park mitigation fees will be based on the fee schedules in effect at the time an individual building permit application is accepted by the City, and will be required to be paid prior to building permit issuance unless deferred until a time preceding final building inspections being granted.
11. Prior to final PRD subdivision approval, any existing on-site septic systems or wells, if any, shall be abandoned in accordance with Snohomish Health District requirements.
12. Pursuant to MMC Section [22G.090.580](#), *Fence requirements*, a six-foot high, sight-obscuring fence may be required along the affected perimeter of the plat (unless waived by the adjacent property owner) if it is determined during grading plan review that the existing grade will be increased by a two-foot or greater vertical grade change and the grade increase causes the newly created lots to be at a higher elevation than the abutting property.
13. Prior to final PRD approval, the applicant shall submit to the City for its approval, covenants, deed restrictions, homeowners' association bylaws, and other documents providing for preservation and maintenance of all common open space, parking areas, walkways, landscaping, signs, lights, roads, and community facilities consistent with MMC Section [22G.080.120](#). All common areas and facilities shall be continuously maintained at a minimum standard at least equal to that required by the City, and shall be approved by the City at the time of initial occupancy. Said restrictive covenants shall also include provisions to address parking enforcement and a statement from a private attorney as the adequacy of the covenants to fulfill the requirement of the PRD.
14. The project is subject to Lakewood Neighborhood Master Plan (LNMP) Appendix A, Sections B.3, Site and building design standards, B.5, Single Family and Duplex Development Standards, and B.11, Fences. Where alley access is proposed, the front of the house must be oriented towards a public street or common open space area. Where side yards abut the street along arterials or the interior plat roads, an architectural approach similar to what is shown below may be accepted in lieu of the house facing the street. In the example below, the front of the house is oriented towards the auto court while the elevation that faces the street has variation in siding, windows, trims, and a gable entry feature with decorative posts that gives the sense of the house being oriented towards the street. On lots that take access off of an auto court that have a side yard abutting the street, a pedestrian pathway should be provided to the street and auto court. Compliance with the applicable standards must be demonstrated prior to building permit issuance.
15. Prior to final building inspections being granted, residential fire sprinklers may be required in the following situations: if homes are three or more stories tall, if fire flow from hydrants does not meet fire code requirements, if any part of homes is further than 200' from the public road ROW with no hydrant provided on-site, or to mitigate access deficiencies, or as otherwise approved by the Marysville Fire District.
16. The subdivision is subject to the seventeen (17) conditions of approval outlined in the SEPA MDNS issued December 16, 2022 (Exhibit 69).

Prepared by: *Angela*

Reviewed by: *Chris*

3.0 EXHIBITS

The following Exhibits can be accessed electronically via the link provided in the exhibit header below. The most relevant exhibits related to the proposed project are highlighted below.

[Marysville 10 Degrees – Preliminary PRD Subdivision and Rezone](#)

Exhibit 1	Land Use Permit Application
Exhibit 2	Project Narrative
Exhibit 3	Rezone Criteria Responses
Exhibit 4	Preliminary Plat Checklist
Exhibit 5	Rezone Checklist
Exhibit 6	Vicinity map
Exhibit 7	First American Title Report
Exhibit 8	SEPA checklist
Exhibit 9	GTC- Traffic Impact Analysis
Exhibit 10	Traffic Mitigation Offer to Snohomish County
Exhibit 11	Drainage Report
Exhibit 12	Earth Solutions- Geotechnical Study
Exhibit 13	Sewell- Montessa Critical Area Report
Exhibit 14	Mounding Analysis
Exhibit 15	Engineering Variance Request with Approval Decision
Exhibit 16	Building Elevations
Exhibit 17	Preliminary Plat Map
Exhibit 18	Civil Plans
Exhibit 19	Letter of completeness
Exhibit 20	Notice of application
Exhibit 21	Notice of application affidavit
Exhibit 22	First technical review comments
Exhibit 23	Citizen letter and City's response letter
Exhibit 24	LDC resubmittal transmittal
Exhibit 25	LDC resubmittal letter
Exhibit 26	LDC revised project narrative
Exhibit 27	LDC Revised Rezone Criteria Responses
Exhibit 28	LDC Crime Prevention Narrative
Exhibit 29	Gibson Traffic Comment Response
Exhibit 30	LDC Intersection Spacing Analysis
Exhibit 31	Revised SEPA checklist
Exhibit 32	Off-site wetland analysis
Exhibit 33	Drainage report
Exhibit 34	Revised preliminary plat map
Exhibit 35	Revised preliminary civil plan with landscaping
Exhibit 36	Second technical review comments
Exhibit 37	EDDS intersection spacing variance with denial
Exhibit 38	LDC resubmittal transmittal
Exhibit 39	LDC comment response letter
Exhibit 40	Turning movement detail
Exhibit 41	Twin Lakes Landing 2 Infiltration Feasibility Assessment
Exhibit 42	Infiltration feasibility, Earth Solutions NW
Exhibit 43	Wetland mitigation plan
Exhibit 44	156th Street Fire Flow Analysis
Exhibit 45	164th Street Fire Flow Analysis
Exhibit 46	Revised preliminary plat map
Exhibit 47	Revised preliminary civil plans

Exhibit 48	Revised drainage report
Exhibit 49	Third technical review comments
Exhibit 50	LDC resubmittal transmittal
Exhibit 51	LDC response letter
Exhibit 52	Traffic Impact Analysis
Exhibit 53	Snohomish County Traffic Offer
Exhibit 54	Revised preliminary plat map
Exhibit 55	Revised preliminary civil plans
Exhibit 56	Email re. grading proposal
Exhibit 57	Grading proposal markups
Exhibit 58	City comments re grading proposal
Exhibit 59	Civil memo including phasing requirements
Exhibit 60	Email re. Snohomish County traffic offer acceptance
Exhibit 61	Approved Snohomish County traffic offer
Exhibit 62	Traffic concurrency recommendation
Exhibit 63	Recorded BLA map
Exhibit 64	Preliminary plat map
Exhibit 65	Revised civil plans
Exhibit 66	Traffic Engineering Manager review memo
Exhibit 67	Revised traffic concurrency recommendation
Exhibit 68	Traffic concurrency offer/acceptance letter
Exhibit 69	SEPA MDNS
Exhibit 70	Notice SEPA MDNS
Exhibit 71	PUD comment letter
Exhibit 72	WDFW comments
Exhibit 73	Revised SEPA checklist
Exhibit 74	Notice of Public Hearing
Exhibit 75	Affidavit of posting
Exhibit 76	Affidavit of publication
Exhibit 77	Staff Recommendation



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 6, 2023

SUBMITTED BY: Senior Planner Angela Gemmer, Community Development

ITEM TYPE: Ordinance

AGENDA SECTION: **New Business**

SUBJECT: An **Ordinance** Reestablishing the Downtown Commercial zone and associated amendments

SUGGESTED ACTION:

Recommended Motion: I move to adopt Ordinance No. ____.

SUMMARY: On September 27, 2021, the Marysville City Council adopted the updated [Downtown Master Plan \(DMP\)](#) and repealed the original Downtown Master Plan via [Ordinance 3191](#). The Downtown Commercial zone and associated zoning code provisions were concurrently repealed via [Ordinance 3193](#). Upon adoption of the DMP, all of the land located south of Grove Street, west of 47th Avenue NE/Armar Road/51st Avenue NE, north of Ebey Slough, and east of Interstate 5 was rezoned to the new Downtown Master Plan zones depicted in **Exhibit 1**.

When these changes occurred, Assessor’s Parcel Number (APN) [30053300200400](#) (known as the Washington Trucking property – see **Exhibit 2**) was inadvertently overlooked. Consequently, APN [30053300200400](#) retained its Downtown Commercial zoning, but there are no longer Downtown Commercial zoning standards in the code to regulate uses in this zone. In order to resolve this issue, the relevant Downtown Commercial zoning standards are proposed to be reestablished as outlined in **Exhibit 3**. Provisions that are no longer relevant will not be readopted. The Downtown Commercial zone will be reintroduced into the code with a new abbreviation (DTC) to avoid confusion with the Downtown Core (DC) zone which was adopted with the DMP.

The following associated amendments are also proposed:

- Eliminate obsolete code references pertaining to the Business Park (BP) zone. The last area with the BP zone was rezoned from BP to Community Business (CB) via [Ordinance 2877](#) adopted November 14, 2011; however, there are a few remaining BP references in code that need to be eliminated;
- Eliminate an obsolete reference to the Washington Trucking property in a footnote to the permitted uses matrices pertaining to Essential Public Facilities in the General Industrial (GI) zone; and
- Reestablish the administrative parking deviation for the Mixed Use zone set forth in Section 22C.040.040 of [Chapter 22C.040](#), *Mixed Use – Special District*, which was inadvertently removed from code when [Ordinance 3193](#) was adopted.

At a duly advertised Public Hearing on February 21, 2023, the Planning Commission received testimony from the public and city staff and made a recommendation of approval of the proposed Downtown Commercial Zone Reestablishment Amendments to City Council for adoption by Ordinance.

ATTACHMENTS:

[Memo and Exhibits Downtown Commercial Zone Reestablishment](#)
[Ordinance Downtown Commercial Zone Reestablishment](#)

MEMORANDUM

DATE: February 28, 2023

TO: City Council

FROM: Angela Gemmer, Principal Planner

SUBJECT: Downtown Commercial Zone Reestablishment

ECC: Haylie Miller, Community Development Director
Chris Holland, Planning Manager

Exhibit 1: Downtown Marysville Zoning Map

Exhibit 2: Map of Existing Downtown Commercial Zoned Property

Exhibit 3: Planning Commission Recommendation

Exhibit 4: Planning Commission minutes

On September 27, 2021, the Marysville City Council adopted the updated [Downtown Master Plan \(DMP\)](#) and repealed the original Downtown Master Plan via [Ordinance 3191](#). The Downtown Commercial zone and associated zoning code provisions were concurrently repealed via [Ordinance 3193](#). Upon adoption of the DMP, all of the land located south of Grove Street, west of 47th Avenue NE/Armar Road/51st Avenue NE, north of Ebey Slough, and east of Interstate 5 was rezoned to the new Downtown Master Plan zones depicted in **Exhibit 1**.

When these changes occurred, Assessor's Parcel Number (APN) [30053300200400](#) (known as the Washington Trucking property – see **Exhibit 2**) was inadvertently overlooked. Consequently, APN [30053300200400](#) retained its Downtown Commercial zoning, but there are no longer Downtown Commercial zoning standards in the code to regulate uses in this zone. In order to resolve this issue, the relevant Downtown Commercial zoning standards are proposed to be reestablished as outlined in **Exhibit 3**. Provisions that are no longer relevant will not be readopted. The Downtown Commercial zone is proposed to be reintroduced into the code with a new abbreviation (DTC) to avoid confusion with the Downtown Core (DC) zone which was adopted with the DMP.

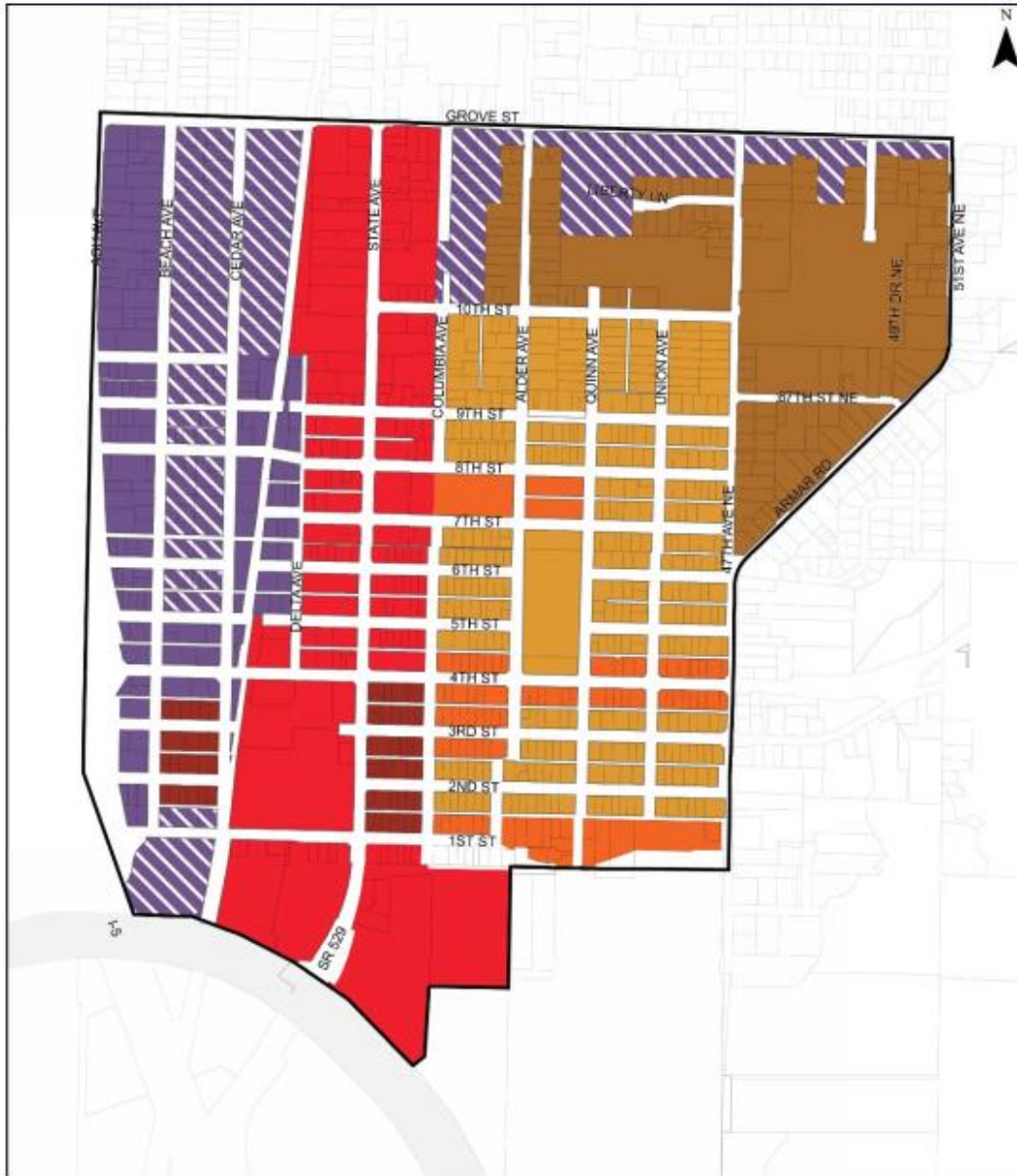
The following associated amendments are also proposed:

- Eliminate obsolete code references pertaining to the Business Park (BP) zone. The last area with the BP zone was rezoned from BP to Community Business (CB) via [Ordinance 2877](#) adopted November 14, 2011; however, there are a few remaining BP references in code that need to be eliminated; and
- Reestablish the administrative parking deviation for the Mixed Use zone set forth in Section 22C.040.040 of [Chapter 22C.040, Mixed Use – Special District](#), which was inadvertently removed from code when [Ordinance 3193](#) was adopted.

At a Public Hearing on February 21, 2022, the Planning Commission recommended approval of the proposed amendments to City Council for adoption by Ordinance.

Exhibit 1

Figure 22C.080.110
Downtown Marysville Zoning Map.



- | | | |
|-------------------------------|--------------------------|---------------------|
| Downtown Master Plan boundary | Downtown core | Midrise multifamily |
| | Main street | Middle housing 1 |
| | Flex | Middle housing 2 |
| | Flex residential overlay | |



Exhibit 2

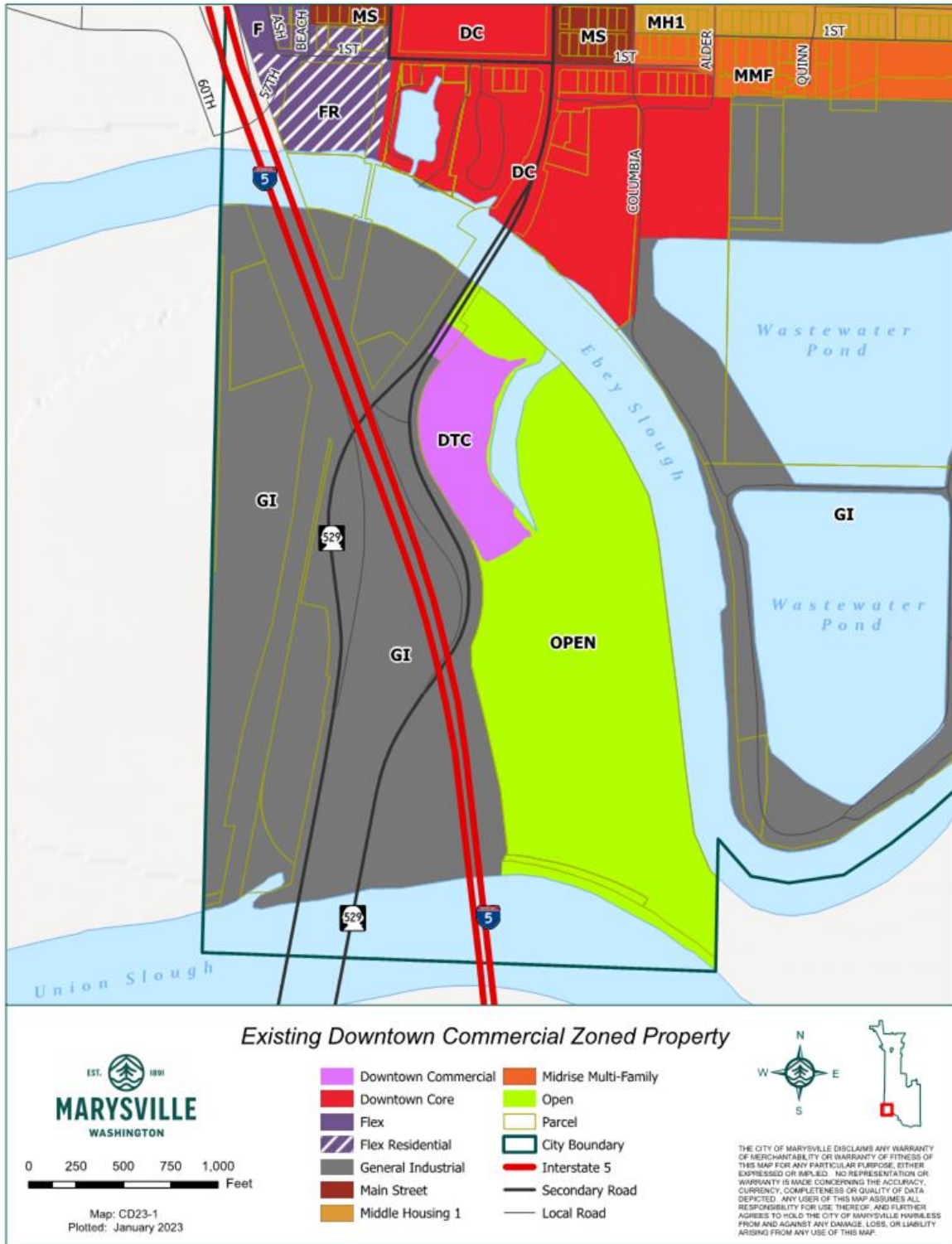


Exhibit 3



COMMUNITY DEVELOPMENT DEPARTMENT
501 Delta Avenue ♦ Marysville, WA 98270

PC Recommendation – Downtown Commercial (DTC) Zone Reestablishment Amendments

The Planning Commission of the City of Marysville, having held a public hearing on February 21, 2023, in review of amendments to the Marysville Municipal Code (MMC) pertaining to reestablishing the Downtown Commercial (DTC) zone and associated amendments set forth in MMC Chapters 6.76, *Noise Regulation*, 12.22, *Sidewalks – Sitting or Lying Downtown on*, 22A.030, *Zones, Maps and Designations*, 22C.020, *Commercial, Industrial, Recreation and Public Institutional Zones*, 22C.040, *Mixed Use – Special District*, 22C.250, *Wireless Communication Facilities*, and 22D.030, *Traffic Impact Fees and Mitigation*, 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 Downtown Commercial (DTC) reestablishment and associated amendments on January 24, 2023.
2. The proposed Downtown Commercial (DTC) reestablishment and associated 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 19, 2023 and processed with Submittal ID 2023-S-4727. 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 February 21, 2023.

CONCLUSION:

At the public hearing, the Planning Commission recommended adopting the Downtown Commercial zone reestablishment and associated amendments set forth in MMC Chapters 6.76, *Noise Regulation*, 12.22, *Sidewalks – Sitting or Lying Downtown on*, 22A.030, *Zones, Maps and Designations*, 22C.020, *Commercial, Industrial, Recreation and Public Institutional Zones*, 22C.040, *Mixed Use – Special District*, 22C.250, *Wireless Communication Facilities*, and 22D.030, *Traffic Impact Fees and Mitigation*.

RECOMMENDATION:

Forwarded to City Council as a recommendation to adopt the proposed amendments to MMC Chapters 6.76, *Noise Regulation*, 12.22, *Sidewalks – Sitting or Lying Downtown on*, 22A.030, *Zones, Maps and Designations*, 22C.020, *Commercial, Industrial, Recreation and Public Institutional Zones*, 22C.040, *Mixed Use – Special District*, 22C.250, *Wireless Communication Facilities*, and 22D.030, *Traffic Impact Fees and Mitigation*, by the Marysville Planning Commission this 21st day of February 2023.

By:


Steve Leifer, Planning Commission Chair

Exhibit 4

Planning
Commission



501 Delta Ave
Marysville, WA 98270

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

Angela Gemmer for _____
Laurie Hugdahl, Recording Secretary

NEXT MEETING – TBD

**Meeting Minutes
February 21, 2023**

ROLL CALL

Chair Leifer called the meeting to order at 6:30 p.m. noting that all commissioners were present, and no one was in the audience.

Present:

Commissioners: Chair Steve Leifer, Vice Chair Brandon Whitaker, Commissioner Shanon Jordan, Commissioner Jerry Andes, Commissioner Zebo Zhu, Commissioner Roger Hoen, Commissioner Kristen Michal

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

APPROVAL OF MINUTES (January 24, 2023)

Motion to approve the minutes of the January 24, 2023 meeting as presented moved by Commissioner Roger Hoen, seconded by Vice Chair Brandon Whitaker.

AYES: ALL

AUDIENCE PARTICIPATION (for topics not on the agenda)

None

PUBLIC HEARINGS

Community Business (CB) Zone Amendments

Director Miller introduced this item which has been discussed in depth with the Planning Commission. Staff recommends that the CB zone density be modified to allow for a base density of 12 units per net acre with the ability to increase density up to 18 units per net acre by utilizing Residential Density Incentives (RDI) as outlined in a proposed amendment to MMC 22C.020.070(4) (see Exhibit 1). Staff believes that this allows for 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 1 (Exhibit 3) be considered. This would allow an applicant to pursue a horizontal mixed-use development within the Community Business zone in the Lakewood Neighborhood Planning Area subject to approval of a developer agreement by City Council. Alternatively, the applicant may elect to utilize the underlying zoning which allows for vertical mixed use with commercial uses on the ground level. As proposed, the density range permitted would be from 12- 18 units per acre.

Feedback from the EDC (Economic Development Committee) was that the staff might want to consider establishing a minimum amount of commercial that is required with the development agreement. Staff is not opposed to that but drafted this to be very flexible.

Commissioner Andes asked if they spoke with the Tribes about this. Director Miller said the Tribes did not want a master plan for the area. She did not think that a developer agreement would be an issue for them because it just adds another option and more flexibility.

Vice Chair Whitaker asked what the current height limit is. Director Miller replied it is 55 feet, but you can go a little taller for a larger property. Vice Chair Whitaker asked about the height for 18 units per acre. Director Miller thought it would be three or four stories.

The public hearing was opened at 6:41 p.m. Seeing no one present from the public, the hearing was closed at 6:42 p.m.

Chair Leifer said he thinks it is a mistake not to allow unlimited multifamily with the caveat that the bottom floor is built out 100% commercial.

Vice Chair Whitaker said he thinks it is reasonable to match the density with the Lodge nearby and to take advantage of the location close to I-5 and transportation corridors. He was willing to consider increasing the maximum density.

Director Miller noted the next highest density would be 27 units per acre with a base density of 18 units per acre. There was discussion about whether a hotel would be feasible. Director Miller replied that it would be allowed.

Commissioner Jordan asked what they are going to do about traffic in the area if the interchange doesn't happen. Director Miller acknowledged this would be something they would need to keep lobbying for. Commissioner Jordan thought up to 27 units per acre was a good compromise as long as someone who wants to do a hotel can go up to 55 feet.

Commissioner Michal asked about the background on this. Director Miller explained the intent of the area was originally to be commercial but there had been concerns about

developers wanting to do exclusively multifamily. The idea of limiting the number of units was because Council wanted to keep the focus on commercial for this area. Staff feels like some of these concerns are addressed with the developer agreement language and the guidance on density. Chair Leifer stressed that they need to specify that 100% of the ground floor would be required to be commercial. Director Miller noted that the code currently states that, and they are not proposing to change that language. They are only proposing to change the density.

Commissioner Jordan commented that parking for higher density buildings would be an issue. Director Miller agreed. She noted that parking would not be allowed on the first floor. The intent of the zone is commercial use, not multifamily buildings with parking underneath. The residential parking would need to be surface level. This would be a limiting factor for multifamily. Chair Leifer asked if a parking structure would be allowed. Director Miller thought that could be considered. Chair Leifer recommended not limiting the height so they could get the same number of units in a smaller footprint. Then the additional space could be used for parking.

Motion to recommend that the CB zone density be modified to allow for a base density of 18 units per acre with the ability to increase density up to 27 units per acre by utilizing Residential Density Incentives (RDI) with the understanding that 100% commercial remain on the bottom floor and recommend that Option 1 (Exhibit 3) be considered which would allow an applicant to pursue a horizontal mixed-use development within the Community Business zone in the Lakewood Neighborhood Planning Area subject to approval of a developer agreement by City Council moved by Vice Chair Brandon Whitaker seconded by Commissioner Jerry Andes.

AYES: ALL

Downtown Commercial Zone – Reestablishment Amendments

Principal Planner Gemmer reviewed the proposal to re-establish the Downtown Commercial Zone. There is also a proposal to eliminate obsolete code references pertaining to the Business Park (BP) zone and reestablish the administrative parking deviation for the Mixed-Use zone within the Downtown Planning Area 1 set forth in Section 22C.040.040 of Chapter 22C.040. Staff also recommended eliminating the quasi legal description of Washington Trucking from a footnote in the permitted uses matrices pertaining to Essential Public Facilities in the General Industrial zone.

Chair Leifer opened the public hearing at 7:16 p.m. There was no one present in the audience and no public testimony. The public testimony portion of the public hearing was closed at 7:17 p.m.

There was some confusion about the numbering of the pages in the document. Principal Planner Gemmer thought it was just a formatting issue but stated she would ensure that was the case.

Motion to recommend approval of the reestablishment of the Downtown Commercial Zone and related amendments moved by Vice Chair Brandon Whitaker seconded by Commissioner Shanon Jordan.

AYES: ALL

NEW BUSINESS

Lakewood Neighborhood Master Plan – Integrate into UDC and amendments

Principal Planner Gemmer reviewed this item. Currently the LNMP is a standalone document and is proposed to be incorporated into MMC Chapter 22C.065 Lakewood Neighborhood Master Plan Area – Design Requirements. Incorporating site and building design standards in code will be more user-friendly for applicants and make administration of these standards easier for staff since fewer documents will need to be referenced during review.

The following associated amendments are also proposed:

- Update the Lakewood Neighborhood Master Plan Map to look more consistent with other maps within the Unified Development Code (UDC) including an updated logo (note: this change is pending);
- Eliminate the following provisions from the LNMP and direct the reader to use the comparable provisions in the UDC:
 - Zero lot lines;
 - Cottage housing developments (note: the current provisions in the UDC are more comprehensive);
 - Maintenance and dedication of open space (both residential and commercial sections);
 - On-site recreation – fee in lieu of open space (both residential and commercial sections); and
 - Residential storage space and collection points for recyclables.
- Add discretionary language to MMC 22C.010.350, On-site recreation – Fee in lieu of open space or recreation area, and 22C.020.300, On-site recreation – Fee in lieu of open space or recreation space, to allow the Community Development Director to determine when it is appropriate to accept fee in lieu of providing on-site open space;
- Omit an incorrect reference to industrial developments in MMC 22C.010.370, Storage space and collection points for recyclables; and
- Add a reference to the cottage housing development standards to indicate that cottage housing is allowed in residential zones in the Lakewood Neighborhood Master Plan.

Staff requests that a hearing date be established for the first meeting in March.

Motion to set a public hearing regarding integrating the Lakewood Neighborhood Master Plan into UDC and related amendments for the first meeting in March moved by Vice Chair Brandon Whitaker seconded by Commissioner Zebo Zhu.

AYES: ALL

DIRECTOR'S COMMENTS

Principal Planner Gemmer will be contacting planning commissioners to see which electronic devices they need in order to go paper free.

Director Miller noted that the February 28 meeting will be cancelled. The next meeting will be on March 14.

ADJOURNMENT

Motion to adjourn the meeting at 7:32 p.m. moved by Vice Chair Brandon Whitaker seconded by Commissioner Shanon Jordan.

AYES: ALL

NEXT MEETING – March 14, 2023

CITY OF MARYSVILLE
Marysville, Washington
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, RELATING TO AMENDMENTS TO THE MARYSVILLE MUNICIPAL CODE IN ORDER TO REESTABLISH STANDARDS FOR THE DOWNTOWN COMMERCIAL ZONE AND ELIMINATE OBSOLETE REFERENCES TO THE BUSINESS PARK ZONE, INCLUDING AMENDMENTS TO MARYSVILLE MUNICIPAL CODE SECTIONS 6.76.030, 12.22.010, 22A.010.160, 22A.030.020, 22A.030.095, 22C.020.020, 22C.020.030, 22C.020.060, 22C.020.070, 22C.020.080, 22C.020.090, 22C.020.240, 22C.040.040, 22C.250.080 AND 22D.030.070.

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

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

WHEREAS, the development code amendment is consistent with the following required findings of MMC 22G.010.520:

- (1) The amendment is consistent with the purposes of the comprehensive plan;
- (2) The amendment is 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.

WHEREAS, on February 21, 2023, the Marysville Planning Commission held a duly-advertised public hearing, and recommended that the City Council adopt the proposed amendments to the City's development regulations; and

WHEREAS, at a public meeting on March 13, 2023, the Marysville City Council reviewed and considered the Marysville Planning Commission's Recommendation and proposed amendments to the City's development regulations; and

WHEREAS, the City of Marysville has submitted the proposed development regulation revisions to the Washington State Department of Commerce on January 19, 2023 (Material ID 2023-S-4727) 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 WAC 197-11-800(19);

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

Section 1. Amendment of Municipal Code. MMC Section 6.76.030, entitled "Identification of environments," is hereby amended as set forth in **Exhibit A**.

Section 2. Amendment of Municipal Code. MMC Section 12.22.010, entitled "Sitting or lying down on public sidewalks in downtown commercial zones," is hereby amended as set forth in **Exhibit B**.

Section 3. Amendment of Municipal Code. MMC Section 22A.030.020, entitled "Zones and map designations established," is hereby amended as set forth in **Exhibit C**.

Section 4. Amendment of Municipal Code. MMC Section 22A.030.095, entitled "Downtown commercial zone," is hereby adopted as set forth in **Exhibit D**.

Section 5. Amendment of Municipal Code. MMC Section 22C.020.020, entitled "List of the commercial, industrial, recreation and public institutional zones," is hereby amended as set forth in **Exhibit E**.

Section 6. Amendment of Municipal Code. MMC Section 22C.020.030, entitled "Characteristics of commercial, industrial, recreation and public institutional zones," is hereby amended as set forth in **Exhibit F**.

Section 7. Amendment of Municipal Code. MMC Section 22C.020.060, entitled "Permitted uses," is hereby amended as set forth in **Exhibit G**.

Section 8. Amendment of Municipal Code. MMC Section 22C.020.070, entitled "Permitted uses – Development conditions," is hereby amended as set forth in **Exhibit H**.

Section 9. Amendment of Municipal Code. MMC Section 22C.020.080, entitled "Densities and dimensions," is hereby amended as set forth in **Exhibit I**.

Section 10. Reference to Municipal Code. MMC Section 22C.020.090, entitled "Densities and dimensions – Development conditions," is presented as set forth in **Exhibit J** for reference purposes only.

Section 11. Amendment of Municipal Code. MMC Section 22C.020.240, entitled "Commercial, industrial, recreation and public institutional zones design requirements – Applicability and interpretations," is hereby amended as set forth in **Exhibit K**.

Section 12. Amendment of Municipal Code. MMC Section 22C.040.040, entitled "General performance standards," is hereby amended as set forth in **Exhibit L**.

Section 13. Amendment of Municipal Code. MMC Section 22C.250.080, entitled "Wireless communication facilities – Design standards," is hereby amended as set forth in **Exhibit M.**

Section 14. Amendment of Municipal Code. MMC Section 22D.030.070, entitled "Determination and fulfillment of road system obligations," is hereby amended as set forth in **Exhibit N.**

Section 15. Amendment of Municipal Code. 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>
_____	Reestablishment of Downtown Commercial zone _____,	2023"

Section 16. 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 17. 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 18. 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

6.76.030 Identification of environments.

(1) Class A EDNA. Lands where human beings reside and sleep, including all properties in the city which are zoned in single-family residential or multiple-family residential classifications.

(2) Class B EDNA. Lands involving uses requiring protection against noise interference with speech, including all properties in the city which are zoned in neighborhood business, community business, general commercial, mixed use, ~~business park~~, public/institutional, ~~downtown commercial~~, downtown core, main street and flex classifications.

(3) Class C EDNA. Lands involving economic activities of such a nature that higher noise levels than experienced in other areas are normally to be anticipated. Persons working in these areas are normally covered by noise control regulations of the Department of Labor and Industries. Such areas shall include all properties in the city which are zoned in light industrial and general industrial classifications.

EXHIBIT B

12.22.010 Sitting or lying down on public sidewalks in the downtown core, downtown commercial, main street and flex zones.

(1) Prohibition. No person shall sit or lie down upon a public sidewalk, or upon a blanket, chair, stool or other object placed upon a public sidewalk, within the city of Marysville during the hours between 6:00 a.m. and 12:00 midnight.

(2) Exceptions. The prohibition in subsection (1) of this section shall not apply to any person:

(a) Sitting or lying down on a public sidewalk due to a medical emergency;

(b) Who, as a result of a disability, utilizes a wheelchair, walker or similar device to move about the public sidewalk;

(c) Operating or patronizing a commercial establishment conducted on the public sidewalk pursuant to a street use permit; or a person participating in or attending a parade, festival, performance, rally, demonstration, meeting or similar event conducted on the public sidewalk pursuant to a street use or other applicable permit;

(d) Sitting on a chair or bench located on the public sidewalk which is supplied by a public agency or by the abutting private property owner;

(e) Sitting on a public sidewalk within a bus stop zone while waiting for public or private transportation.

Nothing in any of these exceptions shall be construed to permit any conduct which is prohibited by Chapter [6.37](#) MMC, Pedestrian Interference.

(3) No person shall be cited under this section unless the person engages in conduct prohibited by this section after having been notified by a law enforcement officer that the conduct violates this section.

EXHIBIT C

22A.030.020 Zones and map designations established.

In order to accomplish the purposes of this title, the following zoning designations and zoning map symbols are established:

ZONING DESIGNATIONS	MAP SYMBOL
Residential	R (base density in dwellings per acre)
Residential Mobile Home Park	R-MHP
Neighborhood Business	NB
Community Business	CB
General Commercial	GC
Downtown Commercial	DTC
Mixed Use	MU
Light Industrial	LI
General Industrial	GI
Recreation	REC
Public/Institutional Zone	P/I
Whiskey Ridge	WR (suffix to zone's map symbol)
Small Farms Overlay	SF (suffix to zone's map symbol)
Adult Facilities	AF (suffix to zone's map symbol)
Property-specific development standards	P (suffix to zone's map symbol)

EXHIBIT D

22A.030.095 Downtown commercial zone.

(1) The purpose of the downtown commercial zone (DTC) is to provide for the broadest mix of comparison retail, service and recreation/cultural uses with higher density residential uses, serving regional market areas and offering significant employment. These purposes are accomplished by:

(a) Encouraging compact development that is supportive of transit and pedestrian travel, through higher nonresidential building heights and floor area ratios than those found in GC-zoned areas;

(b) Allowing for regional shopping areas, and limited fabrication uses; and

(c) Concentrating large-scale commercial and office uses to facilitate the efficient provision of public facilities and services.

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

EXHIBIT E

22C.020.020 List of the commercial, industrial, recreation and public institutional zones.

The full names, short names and map symbols of the commercial, industrial, recreation and public institutional zones are listed below.

Full Name	Short Name/ Map Symbol
Neighborhood Business	NB
Community Business	CB
General Commercial	GC
Downtown Commercial	DTC
Mixed Use	MU
Light Industrial	LI
General Industrial	GI
Business Park	BP
Recreation	REC
Public/Institutional Zone	P/I
Whiskey Ridge	WR (suffix to zone's map symbol)
Small Farms Overlay	SF (suffix to zone's map symbol)
Property-specific development standards	P (suffix to zone's map symbol)

EXHIBIT F

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

(1) Neighborhood Business Zone.

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

(i) Limiting nonresidential uses to those retail or personal services which can serve the everyday needs of a surrounding residential area;

(ii) Allowing for a mix of housing and retail/service uses; and

(iii) Excluding industrial and community/regional business-scaled uses.

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

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

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

(i) Providing for limited small-scale offices as well as a wider range of the retail, professional, governmental and personal services than are found in neighborhood business areas;

(ii) Allowing for a mix of housing and retail/service uses; provided, that housing is not allowed in the community business – Whiskey Ridge zone; and

(iii) Excluding commercial uses with extensive outdoor storage or fabrication and industrial uses.

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

(3) General Commercial Zone.

(a) The purpose of the general commercial zone (GC) is to provide for the broadest mix of commercial, wholesale, service and recreation/cultural uses with compatible storage and fabrication uses, serving regional market areas and offering significant employment. These purposes are accomplished by:

(i) Encouraging compact development that is supportive of transit and pedestrian travel, through higher nonresidential building heights and floor area ratios than those found in CB zoned areas;

(ii) Allowing for outdoor sales and storage, regional shopping areas and limited fabrication uses; and

(iii) Concentrating large-scale commercial and office uses to facilitate the efficient provision of public facilities and services.

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

(4) Downtown Commercial Zone.

(a) The purpose of the downtown commercial zone (DTC) is to provide for the broadest mix of comparison retail, service and recreation/cultural uses with higher

density residential uses, serving regional market areas and offering significant employment. These purposes are accomplished by:

(i) Encouraging compact development that is supportive of transit and pedestrian travel, through higher nonresidential building heights and floor area ratios than those found in GC zoned areas;

(ii) Allowing for regional shopping areas, and limited fabrication uses; and

(iii) Concentrating large-scale commercial and office uses to facilitate the efficient provision of public facilities and services.

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

(45) Mixed Use Zone.

(a) The purpose of the mixed use zone (MU) is to provide for pedestrian- and transit-oriented high-density employment uses together with limited complementary retail and higher density residential development in locations within activity centers where the full range of commercial activities is not desirable. These purposes are accomplished by:

(i) Allowing for uses that will take advantage of pedestrian-oriented site and street improvement standards;

(ii) Providing for higher building heights and floor area ratios than those found in the CB zone;

(iii) Reducing the ratio of required parking to building floor area;

(iv) Allowing for on-site convenient daily retail and personal services for employees and residents; and

(v) Minimizing auto-oriented, outdoor or other retail sales and services which do not provide for the daily convenience needs of on-site and nearby employees or residents.

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

(56) Light Industrial Zone.

(a) The purpose of the light industrial zone (LI) is to provide for the location and grouping of non-nuisance-generating industrial enterprises and activities involving manufacturing, assembly, fabrication, processing, bulk handling and storage, research facilities, warehousing and limited retail uses. It is also a purpose of this zone to protect the industrial land base for industrial economic development and employment opportunities. These purposes are accomplished by:

(i) Allowing for a wide range of industrial and manufacturing uses;

(ii) Establishing appropriate development standards and public review procedures for industrial activities with the greatest potential for adverse impacts; and

(iii) Limiting residential, institutional, service, office and other nonindustrial uses to those necessary to directly support industrial activities.

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

(67) General Industrial Zone.

(a) The purpose of the general industrial zone (GI) is to provide for the location and grouping of industrial enterprises and activities involving manufacturing, assembly, fabrication, processing, bulk handling and storage, research facilities, warehousing and heavy trucking and equipment but also for commercial uses having special impacts and regulated by other chapters of this title. It is also a purpose of this

zone to protect the industrial land base for industrial economic development and employment opportunities. These purposes are accomplished by:

(i) Allowing for a wide range of industrial and manufacturing uses;
(ii) Establishing appropriate development standards and public review procedures for industrial activities with the greatest potential for adverse impacts; and

(iii) Limiting residential, institutional, service, office and other nonindustrial uses to those necessary to directly support industrial activities.

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

~~(7) Business Park Zone.~~

~~(a) The purpose of the business park zone (BP) is to provide for those business/industrial uses of a professional office, wholesale, and manufacturing nature which are capable of being constructed, maintained and operated in a manner uniquely designed to be compatible with adjoining residential, retail commercial or other less intensive land uses, existing or planned. Strict zoning controls must be applied in conjunction with private covenants and unified control of land; many business/industrial uses otherwise provided for in the development code will not be suited to the BP zone due to an inability to comply with its provisions and achieve compatibility with surrounding uses.~~

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

~~(89) Recreation Zone.~~

(a) The purpose of the recreation zone (REC) is to establish areas appropriate for public and private recreational uses. Recreation would permit passive as well as active recreational uses such as sports fields, ball courts, golf courses, and waterfront recreation, but not hunting. This zone would also permit some resource land uses related to agriculture and fish and wildlife management.

(b) This recreation zone is applied to all land designated as "recreation" on the comprehensive plan map.

~~(910) Public/Institutional Zone.~~

(a) The purpose of the public/institutional (P/I) land use zone is to establish a zone for governmental buildings, churches and public facilities.

(b) This public/institutional zone is applied to all land designated as "public/institutional" on the comprehensive plan map.

~~(1011) Small Farms Overlay Zone.~~

(a) The purpose of the small farms overlay zone (-SF suffix to zone's map symbol) is to provide a process for registering small farms, thereby applying the small farms overlay zone and recording official recognition of the existence of the small farm, and to provide encouragement for the preservation of such farms, as well as encouraging good neighbor relations between single-family and adjacent development.

(b) Use of this zone is appropriate for existing and newly designated small farms.

EXHIBIT G

22C.020.060 Permitted uses.

Specific Land Use	NB	CB	CB-WR	GC	DTC	MU (63)	LI	GI	REC	P/I
Residential Land Uses										
Dwelling Units, Types:										
Townhouse					P6	P				
Multiple-family	C4	P4, C5		P4, C5	P4, P6	P				
Mobile home	P7	P7	P7	P7	P7	P7	P7	P7		
Senior citizen assisted	P					C				P
Caretaker's quarters (3)	P	P	P	P	P	P	P	P	P	P
Group Residences:										
Adult family home (70)	P	P	P	P	P	P				P
Convalescent, nursing, retirement	C	P			P	P				P
Residential care facility	P	P			P	P	P70	P70	P70	P
Master planned senior community (10)						C				C
Enhanced services facility (77)										
Accessory Uses:										
Home occupation (2)	P8	P8, P9	P8, P9	P8, P9	P8, P9	P8, P9	P9	P9		
Temporary Lodging:										
Hotel/motel	P	P	P	P	P	P	P75			
Bed and breakfast guesthouse (1)										
Bed and breakfast inn (1)	P	P	P	P						
Recreation/Cultural Land Uses										
Park/Recreation:										
Park	P11	P	P	P	P	P	P	P	P11	P
Marina					P			P	C	P
Dock and boathouse, private, noncommercial					P			P	P16	P
Recreational vehicle park				C12			C12		C	P
Boat launch, commercial or public					P			P		P
Boat launch, noncommercial or private					P			P	P17	P

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

Specific Land Use	NB	CB	CB-WR	GC	DTC	MU (63)	LI	GI	REC	P/I
Pet daycare (71), (72)		P	P	P	P	P	P76	P		
Civic, social and fraternal association		P	P	P	P	C		P		P
Club (community, country, yacht, etc.)								P		P
Health Services:										
Medical/dental clinic	P	P	P	P	P	P				P
Hospital		P	P	P	P	C				C
Miscellaneous health	P68	P68	P68	P68	P68	P68				P68
Supervised drug consumption facility										
Education Services:										
Elementary, middle/junior high, and senior high (including public, private and parochial)		C	C	C	C	C	P	C		C
Commercial school	P	P	P		P	P27				C
School district support facility	C	P	P	P	P	P	P	P		P
Vocational school		P	P	P	P	P27				P
Government/Business Service Land Uses										
Government Services:										
Public agency office	P	P	P	P	P	P	P	P		P
Public utility yard				P			P			P
Public safety facilities, including police and fire	P29	P	P	P	P	P	P			P
Utility facility	P	P	P	P		C	P	P		P
Private storm water management facility	P	P	P	P	P	P	P	P		P
Public storm water management facility	P	P	P	P	P	P	P	P		P
Business Services:										
Contractors' office and storage yard				P30	P30	P30	P	P		
Interim recycling facility		P23	P23	P23			P			P
Taxi stands		P	P	P			P	P		
Trucking and courier service		P31	P31	P31			P	P		
Warehousing and wholesale trade				P			P	P		
Mini-storage (36)		C78		C78			P76	P		
Freight and cargo service				P			P	P		
Cold storage warehousing							P	P		
General business service and office	P	P	P	P	P	P30	P	P		
Commercial vehicle storage							P	P		

Specific Land Use	NB	CB	CB-WR	GC	DTC	MU (63)	LI	GI	REC	P/I
Professional office	P	P	P	P	P	P	P			
Miscellaneous equipment rental		P30, 37	P30, 37	C38		P30, 37	P	P		
Automotive rental and leasing				P			P	P		
Automotive parking	P	P	P	P	P	P	P	P		
Research, development and testing				P			P	P		
Heavy equipment and truck repair							P	P		
Automobile holding yard				C			P	P		
Commercial/industrial accessory uses (73)	P39, 40	P39	P39	P39	P39, 40	P39, 40	P	P		
Adult facility								P33		
Factory-built commercial building (35)	P	P	P	P	P		P	P		
Wireless communication facility (32)	P, C	P, C	P, C	P, C	P, C	P, C	P, C	P, C		P, C
State-Licensed Marijuana Facilities:										
Marijuana cooperative (69)										
Marijuana processing facility – Indoor only (69)										
Marijuana production facility – Indoor only (69)										
Marijuana retail facility (69)										
Retail/Wholesale Land Uses										
Building, hardware and garden materials	P47	P	P	P	P	P47	P76	P		
Forest products sales		P	P	P			P			
Department and variety stores	P	P	P	P	P	P	P76			
Food stores	P	P	P	P	P	P45	P76			
Agricultural crop sales		P	P	P		C	P76			
Storage/retail sales, livestock feed							P76	P		
Motor vehicle and boat dealers		P	P	P			P	P		
Motorcycle dealers		C	C	P	P49		P	P		
Gasoline service stations	P	P	P	P	P		P76	P		
Eating and drinking places	P41	P	P	P	P	P46	P46	P		
Drugstores	P	P	P	P	P	P	P76	P		
Liquor stores		P	P	P						
Used goods: antiques/secondhand shops		P	P	P	P	P				
Sporting goods and related stores		P	P	P	P	P				

Specific Land Use	NB	CB	CB-WR	GC	DTC	MU (63)	LI	GI	REC	P/I
Book, stationery, video and art supply stores	P	P	P	P	P	P				
Jewelry stores		P	P	P	P	P				
Hobby, toy, game shops	P	P	P	P	P	P				
Photographic and electronic shops	P	P	P	P	P	P				
Fabric and craft shops	P	P	P	P	P	P				
Fuel dealers				P43			P43	P43		
Florist shops	P	P	P	P	P	P				
Pet shops	P	P	P	P	P	P				
Tire stores		P	P	P	P		P76	P		
Bulk retail		P	P	P			P76			
Auction houses				P42			P76			
Truck and heavy equipment dealers							P	P		
Mobile home and RV dealers				C			P	P		
Retail stores similar to those otherwise named on this list	P	P	P	P	P	P48	P44, 76	P44		
Automobile wrecking yards							C	P		
Manufacturing Land Uses										
Food and kindred products		P50, 52	P50, 52	P50			P50	P		
Winery/brewery		P53	P53	P	P53	P53	P	P		
Textile mill products							P	P		
Apparel and other textile products				C			P	P		
Wood products, except furniture				P			P	P		
Furniture and fixtures				P			P	P		
Paper and allied products							P	P		
Printing and publishing	P51	P51	P51	P		P51	P	P		
Chemicals and allied products							C	C		
Petroleum refining and related industries							C	C		
Rubber and misc. plastics products							P	P		
Leather and leather goods							C	C		
Stone, clay, glass and concrete products							P	P		
Primary metal industries							C	P		
Fabricated metal products				C			P	P		
Industrial and commercial machinery							C	P		
Heavy machinery and equipment							C	P		

Specific Land Use	NB	CB	CB-WR	GC	DTC	MU (63)	LI	GI	REC	P/I
Computer and office equipment				C			P			
Electronic and other electric equipment				C			P			
Railroad equipment							C	P		
Miscellaneous light manufacturing				P54, 74	P54		P	P		
Motor vehicle and bicycle manufacturing							C	P		
Aircraft, ship and boat building							C	P		
Tire retreading							C	P		
Movie production/distribution				P			P			
Resource Land Uses										
Agriculture:										
Growing and harvesting crops							P	P	P	
Raising livestock and small animals							P	P	P	
Greenhouse or nursery, wholesale and retail				P			P	P	C	
Farm product processing							P	P		
Forestry:										
Growing and harvesting forest products							P			
Forest research							P			
Wood waste recycling and storage							C	C		
Fish and Wildlife Management:										
Hatchery/fish preserve (55)							P	P	C	
Aquaculture (55)							P	P	C	
Wildlife shelters	C	C	C						P	
Mineral:										
Processing of minerals							P	P		
Asphalt paving mixtures and block							P	P		
Regional Land Uses										
Jail		C	C	C			C			
Regional storm water management facility		C	C	C	C		C	C		P
Public agency animal control facility				C			P	P		C
Public agency training facility		C56	C56	C56		C56	C57			C57
Nonhydroelectric generation facility	C	C	C	C			C	C		C
Energy resource recovery facility							C			
Soil recycling/incineration facility							C	C		

Specific Land Use	NB	CB	CB- WR	GC	DTC	MU (63)	LI	GI	REC	P/I
Solid waste recycling								C		C
Transfer station							C	C		C
Wastewater treatment facility							C	C		C
Transit bus base				C			P			C
Transit park and pool lot	P	P	P	P	P	P	P	P		P
Transit park and ride lot	P	P	P	P	P	P	P	P		C
School bus base	C	C	C	C			P			C58
Racetrack	C59	C59	C59	C			P			
Fairground							P	P		C
Zoo/wildlife exhibit		C	C	C						C
Stadium/arena				C			C	P		C
College/university	C	P	P	P	P	P	P	P		C
Secure community transition facility								C60		
Opiate substitution treatment program facilities		P61, 62	P61, 62	P61, 62	P61, 62		P62	P62		

EXHIBIT H

22C.020.070 Permitted uses – Development conditions.

- (1) Bed and breakfast guesthouses and inns are subject to the requirements and standards contained in Chapter [22C.210](#) MMC, Bed and Breakfasts.
- (2) Home occupations are subject to the requirements and standards contained in Chapter [22C.190](#) MMC, Home Occupations.
- (3) Limited to one dwelling unit for the purposes of providing on-site service and security of a commercial or industrial business. Caretaker's quarters are subject to the provisions set forth in Chapter [22C.110](#) MMC, entitled "Temporary Uses."
- (4) All units must be located above a street-level commercial use.
- (5) Twenty percent of the units, but no more than two total units, may be located on the street level of a commercial use, if conditional use permit approval is obtained and the units are designed exclusively for ADA accessibility. The street-level units shall be designed so that the units are not located on the street front and primary access is towards the rear of the building.
- (6) Reserved.
- (7) Mobile homes are only allowed in existing mobile home parks established prior to October 16, 2006.
- (8) Home occupations are limited to home office uses in multifamily dwellings. No signage is permitted in townhouse or multifamily dwellings.
- (9) Permitted in a legal nonconforming or conforming residential structure.
- (10) Subject to Chapter [22C.220](#) MMC, Master Planned Senior Communities.
- (11) The following conditions and limitations shall apply, where appropriate:
 - (a) Parks are permitted in residential and mixed use zones when reviewed as part of a subdivision or multiple-family development proposal; otherwise, a conditional use permit is required;
 - (b) Lighting for structures and fields shall be directed away from residential areas; and
 - (c) Structures or service yards shall maintain a minimum distance of 50 feet from property lines adjoining residential zones.
- (12) Recreational vehicle parks are subject to the requirements and conditions of Chapter [22C.240](#) MMC.
- (13) Golf Facility.
 - (a) Structures, driving ranges and lighted areas shall maintain a minimum distance of 50 feet from property lines adjoining residential zones.
 - (b) Restaurants are permitted as an accessory use to a golf course.
- (14) Shooting Range.
 - (a) Structures and ranges shall maintain a minimum distance of 50 feet from property lines adjoining residential zones;
 - (b) Ranges shall be designed to prevent stray or ricocheting projectiles or pellets from leaving the property; and
 - (c) Site plans shall include safety features of the range; provisions for reducing noise produced on the firing line; and elevations of the range showing target area, backdrops or butts.
- (15) Only in an enclosed building.
- (16) Dock and Boathouse, Private, Noncommercial.
 - (a) The height of any covered overwater structure shall not exceed 20 feet as measured from the line of ordinary high water;
 - (b) The total roof area of covered, overwater structures shall not exceed 1,000 square feet;
 - (c) The entirety of such structures shall have not greater than 50 percent of the width of the lot at the natural shoreline upon which it is located;
 - (d) No overwater structure shall extend beyond the average length of all preexisting over-water structures along the same shoreline and within 300 feet of the

parcel on which proposed. Where no such preexisting structures exist within 300 feet, the pier length shall not exceed 50 feet;

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

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

(17) Boat Launch, Noncommercial or Private.

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

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

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

(18) Excluding racetrack operation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(34) Reserved.

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

(a) A factory-built commercial building must be inspected at least two times at the factory by the State Building and Electrical Inspector during the construction

process, and must receive a state approval stamp certifying that it meets all requirements of the International Building and Electrical Codes. At the building site, the city building official will conduct foundation, plumbing and final inspections; and

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

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

(37) Except heavy equipment.

(38) With outdoor storage and heavy equipment.

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

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

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

(42) Excluding vehicle and livestock auctions.

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

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

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

(46) Eating and Drinking Places.

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

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

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

(47) Limited to hardware and garden supply stores.

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

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

(50) Except slaughterhouses.

(51) Limited to photocopying and printing services offered to the general public.

(52) Limited to less than 10 employees.

(53) In conjunction with an eating and drinking establishment.

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

(55) May be further subject to the provisions of city of Marysville shoreline management program.

(56) Except weapons armories and outdoor shooting ranges.

(57) Except outdoor shooting ranges.

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

(59) Except racing of motorized vehicles.

(60) Limited to land located along east side of 47th Avenue NE alignment, in the east half of the northeast quarter of Section 33, Township 30N, Range 5E, W.M., and in the northeast quarter of the southeast quarter of Section 33, Township 30N, Range 5E, W.M., and land located east side of SR 529, north of Steamboat Slough, south and west of Ebey Slough (a.k.a. TP No. 300533-002-004-00) and in the northwest and southwest quarters of Section 33, Township 30N, Range 5E, W.M., as identified in Exhibit A, attached to Ordinance No. 2452.

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

- (62) Opiate substitution treatment program facilities, as defined in MMC [22A.020.160](#), are subject to the standards set forth below:
- (a) Shall not be established within 300 feet of an existing school, public playground, public park, residential housing area, child care facility, or actual place of regular worship established prior to the proposed treatment facility.
 - (b) Hours of operation shall be restricted to no earlier than 6:00 a.m. and no later than 7:00 p.m. daily.
 - (c) The owners and operators of the facility shall be required to take positive ongoing measures to preclude loitering in the vicinity of the facility.
- (63) Permitted uses include Whiskey Ridge zones.
- (64) Level 1 and Level 2 charging only.
- (65) The term "rapid" is used interchangeably with Level 3 and fast charging.
- (66) Rapid (Level 3) charging stations are required to comply with the design and landscaping standards outlined in MMC [22C.020.265](#).
- (67) Rapid (Level 3) charging stations are required to be placed within a parking garage.
- (68) Excepting "marijuana (cannabis) dispensaries," "marijuana (cannabis) collective gardens," and "marijuana cooperatives" as those terms are defined or described in this code and/or under state law; such facilities and/or uses are prohibited in all zoning districts of the city of Marysville.
- (69) No person or entity may produce, grow, manufacture, process, accept donations for, give away, or sell marijuana concentrates, marijuana-infused products, or usable marijuana within commercial, industrial, recreation, and public institution zones in the city. Provided, activities in strict compliance with RCW [69.51A.210](#) and [69.51A.260](#) are not a violation of the Marysville Municipal Code.
- (70) Permitted within existing legal nonconforming single-family residences.
- (71) Subject to the requirements set forth in MMC 10.04.460.*
- (72) Pet daycares are restricted to indoor facilities with limited, supervised access to an outdoor fenced yard. Overnight boarding may be permitted as a limited, incidental use. Both outdoor access and overnight boarding privileges may be revoked or modified if the facility is not able to comply with the noise standards set forth in WAC [173-60-040](#).*
- (73) Shipping/cargo and similar storage containers may be installed on commercial or industrial properties provided they are screened from public view pursuant to MMC [22C.120.160](#), Screening and impact abatement.
- (74) Tanks, generators, and other machinery which does not generate nuisance noise may be located in the service/loading area. Truck service/loading areas shall not face the public street and shall be screened from the public street.
- (75) Hotels/motels are prohibited within Arlington Airport Inner Safety Zones (ISZ) 2, 3, and 4. Hotel/motels that are proposed to locate within Arlington Airport Protection Subdistricts B and C shall be required to coordinate with the Arlington Municipal Airport to ensure that height, glare, and other aspects of the hotels/motels are compatible with air traffic and airport operations.
- (76) Use limited to properties that have property frontage along State Avenue/Smokey Point Boulevard.
- (77) Enhanced services facilities are prohibited in all commercial and industrial zones as such are identified and adopted in Chapter [22C.020](#) MMC.
- (78) Mini-storage facilities may be allowed in the CB and GC zones as a conditional use on property located east of Interstate 5, North of 100th Street, and west of 47th Avenue NE, subject to the following conditions:
- (a) The property does not have direct frontage on an arterial street.
 - (b) Vehicular access to the property is limited by physical constraints, such as railroad tracks, proximity to congested public street intersection where turning movements are restricted, or other physical barriers that limit convenient vehicular access for higher-traffic-generating uses such as retail or office.

(c) Buildings shall be located a minimum of 150 feet from the nearest arterial street or interstate highway right-of-way.

EXHIBIT I

22C.020.080 Densities and dimensions.

(1) Interpretation of Tables.

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

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

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

(2) General Densities and Dimension Standards.

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

EXHIBIT J

Included for reference purposes only as it relates to 22C.020.080.

22C.020.090 Densities and dimensions – Development conditions.

- (1) These densities are allowed only through the application of mixed use development standards.
- (2) Reserved.
- (3) Gas station pump islands shall be placed no closer than 25 feet to street front lines. Pump island canopies shall be placed no closer than 15 feet to street front lines.
- (4) A 25-foot setback is required on property lines adjoining residentially designated property.
- (5) A 50-foot setback only required on property lines adjoining residentially designated property for industrial uses established by conditional use permits, otherwise no specific interior setback requirement.
- (6) Height limits may be increased when portions of the structure or building which exceed the base height limit provide one additional foot of street and interior setback beyond the required setback for each foot above the base height limit.
- (7) Subject to sight distance review at driveways and street intersections.
- (8) A 20-foot setback is required for multiple-family structures.
- (9) A 15-foot setback is required for (a) commercial or multiple-family structures on property lines adjoining single-family residentially designated property, and (b) a rear yard of a multi-story residential structure, otherwise no specific interior setback requirement. Interior setbacks may be reduced where features such as critical area(s) and buffer(s), public/private right-of-way or access easements, or other conditions provide a comparable setback or separation from adjoining uses.
- (10) Reserved.
- (11) The 85 percent impervious surface percentage applies to commercial developments, and the 75 percent rate applies to multiple-family developments.
- (12) Reduced building setbacks and height requirements may be approved on a case-by-case basis to provide flexibility for innovative development plans; provided, that variance requests which are greater than 10 percent of the required setback shall be considered by the hearing examiner.
- (13) Subject to the application of the residential density incentive requirements of Chapter [22C.090](#) MMC.
- (14) Required landscaping setbacks for developments on the north side of Soper Hill Road are 25 feet from the edge of sidewalk.
- (15) Projects with split zoning (two or more distinct land use zones) may propose a site plan to density average or adjust the zone boundaries using topography, access, critical areas, or other site characteristics in order to provide a more effective transition.
- (16) Townhome setbacks are reduced to zero on an interior side yard setback where the units have a common wall for zero lot line developments.
- (17) Townhome setbacks are reduced to five feet on side yard setbacks, provided the buildings meet a 10-foot separation between structures.
- (18) There is no minimum or maximum density for this zone. Residential units are permitted if located above a ground-level commercial use.

EXHIBIT K

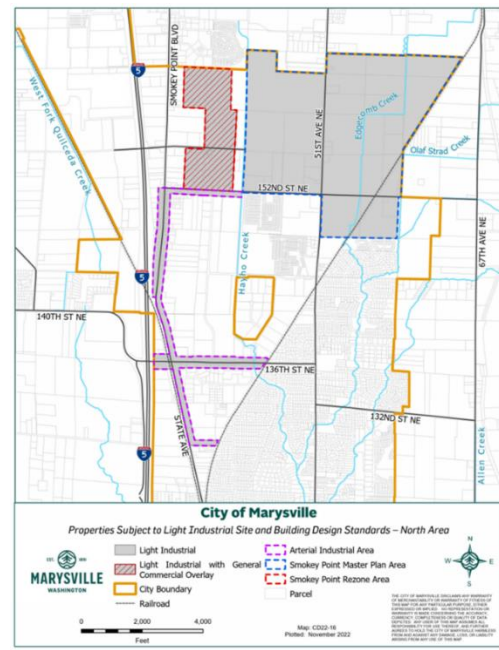
22C.020.240 Commercial, industrial, recreation and public institutional zones design requirements – Applicability and interpretations.

- (1) The intent of these design standards is to:
 - (a) Provide building design that has a high level of design quality and creates comfortable human environments;
 - (b) Incorporate design treatments that add interest and reduce the scale of buildings;
 - (c) Encourage building design that is authentic and responsive to site conditions; and
 - (d) Encourage functional, durable, and environmentally responsible buildings.
- (2) Applicability.
 - (a) The design standards in MMC 22C.020.245 apply to light industrial (LI) zoned properties as generally described below, and as depicted in **Figures Maps 1 and 2**:
 - (i) Within the Smokey Point Master Plan area;
 - (ii) With a general commercial (GC) overlay;
 - (iii) Located southwest of the intersection of 88th Street NE and State Avenue; and
 - (iv) Abutting State Avenue/Smokey Point Boulevard, 128th Street NE, 136th Street NE, and 152nd Street NE; provided that, design standards shall only apply to buildings located within 150 feet of these public streets for properties not subject to subsections (i) – (iii) above.

Map Figure 1



Map Figure 2



(b) The design standards in MMC 22C.020.250 apply to all new development within the following zones: general commercial (GC), community business (CB), **downtown commercial (DTC)**, neighborhood business (NB), and mixed use (MU); provided that, development that is exclusively multi-family shall be subject to the design standards set forth in MMC 22C.010.290.

(c) The following activities shall be exempt from the design standards set forth in MMC 22C.020.245 and 22C.020.250:

- (i) Construction activities which do not require a building permit;
- (ii) Interior remodels of existing structures;

- (iii) Modifications or additions to existing commercial, industrial, office and public properties when the modification or addition:
 - (A) Constitutes less than 10 percent of the existing horizontal square footage of the use or structure; and
 - (B) Constitutes less than 10 percent of the existing building's exterior facade.
- (3) Interpreting and Applying the Design Standards.
 - (a) These standards capture the community visions and values as reflected in the comprehensive plan's neighborhood planning areas. The city's community development director (hereinafter referred to as "director") retains full authority to determine whether a proposal meets these standards. The director is authorized to promulgate guidelines, graphic representations, and examples of designs and methods of construction that do or do not satisfy the intent of these standards.
 - (b) Many of these site and building design standards call for a building or site to feature one or more elements from a menu of items. In these cases, a single element, feature, or detail may satisfy multiple objectives. For example, a specially designed or fabricated covered entry with attractive detailing might be counted toward requirements for human scale, building corners, and building details.
 - (c) Within these standards, certain words are used to indicate the relative importance and priority the city places upon a particular standard.
 - (i) The words "shall," "must," and "is/are required" mean that the development proposal must comply with the standard unless the director finds that:
 - (A) The standard is not applicable in the particular instance; or
 - (B) The development proposal meets the intent of the standards in some other manner.
 - (ii) The word "should" means that the development proposal will comply with the standard unless the director finds that:
 - (A) The standard is not applicable in the particular instance;
 - (B) The development proposal meets the intent of the standards in some other manner; or
 - (C) There is convincing evidence that applying the standard would not be in the public interest.
 - (iii) The words "is/are encouraged," "can," "consider," "help," and "allow" mean that the action or characteristic is allowed and will usually be viewed as a positive element in the city's review.
 - (d) The project proponent may submit proposals that he/she feels meet the intent of the standards but not necessarily the specifics of one or more standards. In this case, the director will determine if the intent of the standard has been met.

EXHIBIT L

22C.040.040 General performance standards.

All development within the mixed use zone, or mixed use – special district, shall strictly comply with the following general performance standards:

- (1) Preliminary and final plans must comply with bulk regulations contained in this chapter and Chapter [22C.020](#) MMC.
- (2) All proposed sites shall be served by public water and sewer services and paved streets.
- (3) Open space/recreation facilities shall be provided as outlined in MMC [22C.020.270](#) through [22C.020.310](#).
- (4) Vehicular Access and Traffic.
 - (a) Each project shall be limited to a maximum of two points of vehicular access on any one street unless it can be demonstrated that additional points of vehicular access would not materially impede the flow of traffic on the adjoining streets.
 - (b) Developments which provide both residential and nonresidential uses may be eligible for an appropriate traffic mitigation fee reduction.
 - (c) Pedestrian access shall be a priority in review of the vehicular access plan.
 - (d) Access points on arterial streets shall be coordinated with adjacent properties in order to limit the overall number of access points.
- (5) Pedestrian Access. All projects which contain multiple businesses and/or residential uses shall provide an interconnecting pedestrian circulation system. When a proposed development is on an established bus route, the applicant may be required to provide a bus shelter.
- (6) Parking. Off-street parking for residential and nonresidential uses shall comply with Chapter [22C.130](#) MMC. **Off-street parking requirements are modified as follows for developments within Downtown Neighborhood Planning Area 1 as defined in the city's comprehensive plan which provide both residential and nonresidential uses:**
 - (a) **No less than one space for every 1,000 square feet of nonresidential floor area shall be provided;**
 - (b) **For duplexes, triplexes, fourplexes, apartments, and condominiums, one space per each studio or one bedroom dwelling unit, and one and one-half spaces per each two or more bedroom units.**
- (7) Lighting. Outdoor lighting shall not shine on adjacent properties, rotate or flash.
- (8) Utilities. All new utility services and distribution lines shall be located underground.
- (9) Sidewalks. Sidewalk width requirements shall be increased to a range of seven to 10 feet on streets designated as major pedestrian corridors. For sidewalk widths exceeding the amount required in the City of Marysville Engineering Design and Development Standards, credit will be given on a square footage basis for any dedication of the additional right-of-way.
- (10) Signs. Signs shall comply with the requirements of Chapter [22C.160](#) MMC.
- (11) Standards Incorporated by Reference. Unless specifically superseded by provisions of this chapter, performance standards for residential and commercial development found elsewhere in the Marysville Municipal Code shall apply to such developments in the mixed use zones, and mixed use – special districts, including parking requirements, storm drainage requirements, sign regulations, and noise regulations.
- (12) Maintenance of Open Space, Landscaping and Common Facilities. The owner of the property, its heirs, successors and assigns, shall be responsible for the preservation and maintenance of all open space, parking areas, walkways, landscaping, fences and common facilities, in perpetuity, at a minimum standard at least equal to that required by the city, and approved by the planning director, at the time of initial occupancy.

EXHIBIT M

22C.250.080 Wireless communication facilities – Design standards.

- (1) All WCFs shall:
- (a) Be designed and constructed to present the least visually obtrusive profile.
 - (b) Use colors such as gray, blue, or green that reduce visual impacts unless otherwise required by the city of Marysville, the FAA, or the FCC.
 - (c) Flush-mount antennas when feasible. Nonflush-mounted antennas are allowed only upon written demonstration by the applicant that flush-mounting is not feasible.
- (2) Base Stations.
- (a) Base stations that are not located underground shall not be visible from public views.
 - (b) New base stations and ancillary structures shall be designed to complement or match adjacent structures and landscapes with specific design considerations such as architectural designs, height, scale, color, and texture and designed to blend with existing surroundings to the extent feasible. This shall be achieved through the use of compatible colors and building materials of existing buildings or structures on the property, and alternative site placement to allow the use of topography, existing vegetation or other structures to screen the base station and ancillary structures from pedestrian views. Where feasible, one building with multiple compartments shall be constructed to serve the total number of anticipated co-location tenants. If the applicant can demonstrate that one building is not feasible or practical due to site design or other constraints, then a site plan shall be provided to demonstrate how all potential base stations and ancillary structures will be accommodated within the vicinity of the WCF.
- (3) Height Standards. The height of the antenna support structure shall be measured from the natural undisturbed ground surface below the center of the base of the tower to the top of the tower or, if higher, to the top of the highest antenna or piece of equipment attached thereto. The height of any WCF shall not exceed the heights provided in the table below.

Zone	Maximum Height
GC, DC, DTC , CB, NB, GI, LI, MU, PI, WR-CB, WR-MU, DC, MS, F	140 feet
R4.5, R-6.5, R-8, WR-R-4-8, R-12, R-18, WR-R-6-18, R-28 , MMF, MH1, MH2	80 feet
Open Space and Recreation	140 feet

Notes:

- (1) New antenna support structures must comply with MMC [22C.250.070](#)(4)(e) through (g).
- (2) Increases to the height of an existing antenna support structure are permitted, provided:
- (a) It is consistent with all conditions of the CUP authorizing the use and subsequent approvals thereafter;
 - (b) The existing conditions and the proposed changes are not in violation of the MMC;

(c) It is necessary to accommodate an actual co-location of the antenna for additional service providers or to accommodate the current provider's antenna required to utilize new technology, provide a new service, or increase capacity;

(d) Height increases are limited to no more than 40 feet above the height of the existing antenna support structure unless explicitly allowed in the CUP;

(e) A nonconformance shall not be created or increased, except as otherwise provided by this chapter;

(f) A detailed certification of compliance with the provisions of this section is prepared, submitted, and approved.

(4) Setback Requirements.

(a) Antenna support structures outside of the right-of-way shall have a setback from property lines of 10 feet from any property line and 50 feet or one foot setback for every one foot in height from any residentially zoned property, whichever provides the greatest setback.

(b) Base stations shall be subject to the setback requirements of the zone in which they are located.

(c) The department shall consider the following criteria and give substantial consideration to on-site location; setback flexibility is authorized when reviewing applications for new antenna support structures and consolidations:

(i) Whether existing trees and vegetation can be preserved in such a manner that would most effectively screen the proposed tower from residences on adjacent properties;

(ii) Whether there are any natural landforms, such as hills or other topographic breaks, that can be utilized to screen the tower from adjacent residences;

(iii) Whether the applicant has utilized a tower design that reduces the silhouette of the portion of the tower extending above the height of surrounding trees.

(5) Landscaping and Fencing Requirements.

(a) All ground-mounted base stations and ancillary structures shall be enclosed with an opaque fence or fully contained within a building. In all residential zones, or a facility abutting a residential zone, or in any zone when the base station and ancillary structures adjoin a public right-of-way, the fence shall be opaque and made of wood, brick, or masonry. In commercial or industrial zones, if a chain-link fence is installed, slats shall be woven into the security fence. Required fencing shall be of sufficient height to screen all ground equipment and shall be subject to MMC [22C.010.380](#) and [22C.020.330](#). The city shall have the authority to determine the type of enclosure and materials required based upon review of existing site and surrounding conditions.

(b) Landscaping shall be done in accordance with Chapter [22C.120](#) MMC.

(c) When a fence is used to prevent access to a WCF or base station, any landscaping required shall be placed outside of the fence.

(d) Landscaping provisions may be modified in accordance with MMC [22C.120.190](#).

(6) Lighting Standards. Except as specifically required by the FCC or FAA, WCFs shall not be illuminated, except lighting for security purposes that is compatible with the surrounding neighborhood. Any lighting required by the FAA or FCC must be the minimum intensity and number of flashes per minute (i.e., the longest duration between flashes) allowable to minimize the potential attraction to

migratory birds. Dual lighting standards (white blinking light in daylight and red blinking light at dusk and nighttime) are required and strobe light standards are prohibited unless required. The lights shall be oriented so as not to project directly onto surrounding residential property, and consistent with FAA and FCC requirements.

(7) Signage. Commercial messages shall not be displayed on any WCF. The only signage that is permitted upon an antenna support structure, base station, or fence shall be informational, and for the purpose of identifying the antenna support structure (such as ASR registration number), as well as the party responsible for the operation and maintenance of the facility, its current address and telephone number, security or safety signs, and property manager signs (if applicable). If more than 220 voltage is necessary for the operation of the facility and is present in a ground grid or in the antenna support structure, signs located every 20 feet and attached to the fence or wall shall display in large, bold, high contrast letters (minimum letter height of four inches) the following: HIGH VOLTAGE – DANGER.

(8) Sounds. Maximum permissible sound levels to intrude into the real property of another person from a wireless communication facility shall not exceed 45 dB(A). In the case of maintenance, construction, and emergencies, these sound levels may be exceeded for short durations as required by the specific circumstance.

EXHIBIT N

22D.030.070 Determination and fulfillment of road system obligations.

(1) Determination of Developer Obligations.

(a) Applications which have a prior SEPA threshold determination establishing developer obligation for the transportation impacts at time of enactment of the ordinance codified in this title shall be vested under the development obligation identified under SEPA.

(b) A determination of developer obligation shall be made by the city before approval of preliminary plats, short subdivisions, and conditional use permits. For binding site plans (including those associated with rezone applications) and commercial permits, the determination of developer obligation shall be made prior to issuance of a building permit.

(c) Mitigation measures imposed as conditions of approval of conditional use permits or binding site plans shall remain valid until the expiration date of the concurrency determination for a development. Any building permit application submitted after the expiration date shall be subject to full reinvestigation of traffic impacts under this title before the building permit can be issued. Determination of new or additional impact mitigation measures shall take into consideration, and may allow credit for, mitigation measures fully accomplished in connection with approval of the conditional use permit, the binding site plan, or prior building permits pursuant to a binding site plan, only where those mitigation measures addressed impacts of the current building permit application.

(d) The director, following review of any required traffic study and any other pertinent data, shall inform the developer in writing what the development's impacts and mitigation obligations are under this title. The developer shall make a written proposal for mitigation of the development's traffic impact, except when such mitigation is by payment of any impact fee under the authority provided to the city under RCW [82.02.050\(2\)](#). When the developer's written proposal has been reviewed for accuracy and completeness by the director, the director shall make a recommendation to the community development department as to the concurrency determination and conditions of approval or reasons for recommending denial of the land use application, citing the requirements of this title.

(e) For developments which require a public hearing, a developer must submit a written proposal to the director for mitigation of the development's traffic impact, except where such mitigation is by payment of any impact fee under the authority provided to the city under RCW [82.02.050\(2\)](#). The written proposal must be submitted after any required traffic study has been reviewed and the director has stated the mitigation requirements pursuant to this chapter.

(f) Any request to amend a proposed development, following the determination of developer obligations and approval of the development, which causes an increase in the traffic generated by the development, or a change in points of access, shall be processed in the same manner as an original application and determined to be a substantial project revision, except where written concurrence is provided by the community development director that such request may be administratively approved.

(2) Road System Capacity Requirements.

(a) All developments must mitigate their impact upon the future capacity of the road system either by constructing off-site road improvements which offset the traffic impact of the development or by paying the development's proportionate share cost of the future capacity improvements as set forth in subsection (3) of this section.

(b) Construction Option – Requirements.

(i) If a developer chooses to mitigate the development’s impact to the road system capacity by constructing off-site road improvements, the developer must investigate the impact, identify improvements, and offer a construction plan to the director for construction of the off-site improvements.

(ii) In cases where two or more developers have agreed to fully fund a certain improvement, the proportionate sharing of the costs shall be on any basis that the developers agree among themselves would be equitable. Under such an arrangement, the terms of the agreement shall be binding on each development as conditions of approval.

(iii) Any developer who volunteers to construct more than the development’s share of the cost of off-site improvements may apply for a reimbursement contract.

(c) Payment Option – Requirements.

(i) If a developer chooses to mitigate the development’s impact by making a proportionate share mitigating payment, the development’s share of the cost of future capacity improvements will be equal to the development’s peak-hour traffic (PHT) times the per-trip amount as identified in the transportation element of the comprehensive plan, as codified below.

(ii) If a developer chooses to mitigate the development’s impact by making a proportionate share mitigating payment, the payment is required prior to building permit issuance unless the development is a subdivision or short subdivision, wherein the payment is required prior to the recording of the subdivision or short subdivision.

(iii) Any developer who volunteers to pay more than the development’s share of the cost of off-site improvements may apply for a reimbursement contract.

(3) Traffic Impact Fee.

(a) The proportionate share fee amount shall be calculated in accordance with the formula established in Table I:

Table I:

A. Formula
Step 1. Calculate total transportation plan costs (20-year).
Step 2. Subtract costs assigned to other agencies = total city of Marysville costs.
Step 3. Subtract city-funded noncapacity projects from total city of Marysville costs.
Step 4. Subtract LID or other separate developer funding sources = capacity added projects.
Step 5. Subtract city share for external capacity added traffic.
Step 6. Calculate applied discount.

The fee amount resulting from Step 5 is the required traffic impact fee payment.

(b) Data needed for calculation of the fee amount shall be provided in the adopted transportation element and street capital facility plan contained within the adopted city comprehensive plan, which data shall be updated at least annually.

(4) Temporary Enhanced Discount. For a period of three years from the effective date of the ordinance codified in this section, the discount referenced in Step 6 of Table I above (and which is based on data contained in Appendix A, Traffic Impact Fee Methodology, of the city's Transportation Element) shall be adjusted from seven percent to 22 percent. From and after three years of the effective date of the ordinance codified in this section the subject discount shall automatically revert to seven percent without further action of the Marysville city council.

(5) Traffic Impact Fee Exemption.

(a) Traffic Impact Fee Exemption Established. Pursuant to RCW [82.02.060](#)(2) and (4), there is hereby established an exemption from the traffic impact fee set forth in subsection (3) of this section for development activity which meets the criteria of subsection (5)(c) of this section.

(b) Application for Traffic Impact Fee Exemption. Any developer applying for or receiving a building permit which meets the criteria set forth in subsection (5)(c) of this section may apply to the director of public works or designee for an exemption from the traffic impact fee established pursuant to subsection (3) of this section. Said application shall be on forms provided by the city and shall be accompanied by all information and data the city deems necessary to process the application. To the extent it is authorized by law the city shall endeavor to keep all proprietary information submitted with said application confidential; provided, however, this section shall not create or establish a special duty to do so.

(c) Exemption Criteria. To be eligible for the traffic impact fee exemption established by this section, the applicant shall meet each of the following criteria:

(i) The applicant must be a new commercial retail business in the Marysville city limits. For purposes of this section, "new commercial retail business" shall mean any business which sells retail goods and services which are subject to the retail sales tax provisions of Chapter [3.84](#) MMC and which applies for a building permit and which is subject to payment of traffic impact fees pursuant to this title.

(ii) Based on similar store sales or other reliable data, as determined by the city, the applicant must demonstrate that it is likely to generate to the city of Marysville average annual city of Marysville portion sales and use tax revenue of at least \$200,000 based upon the three-year period commencing from date of certificate of occupancy.

(iii) The applicant must be a new retail business located within one of the following prescribed land use zones: light industrial (LI), general commercial (GC), community business (CB), mixed use (MU), downtown core (DC), [downtown commercial \(DTC\)](#), main street (MS), [or flex \(F\)](#).

(d) Administration of Traffic Impact Fee Exemption.

(i) Upon acceptance of an application for exemption from traffic impact fees pursuant to subsection (5)(b) of this section, the applicant shall pay to the city the full amount of the traffic impact fees required pursuant to subsection (3) of this section. Following receipt of the traffic impact fees the city shall deposit and manage the fees as set forth in subsection (5)(e) of this section. At the expiration of a three-year period commencing from the date of issuance of a certificate of occupancy the public works director, with the assistance of the city finance director, shall determine if the average annual city of Marysville portion

sales and use tax revenue received by the city meets the minimum amount stated in subsection (5)(c)(ii) of this section. The determination shall be based upon the sales tax reporting requirements of Chapter [3.84](#) MMC as it now reads or is hereafter amended.

(ii) In the event the three-year average annual city of Marysville portion sales and use tax revenue criterion of subsection (5)(c)(ii) of this section has been met as determined by the director of public works, there shall be an exemption of 50 percent from the traffic impact fees otherwise due pursuant to subsection (3) of this section. In such case, 50 percent of the amount paid to the city pursuant to subsection (5)(d)(i) of this section shall be refunded to the applicant, plus any accrued interest. The remainder of the funds deposited pursuant to subsection (5)(d) of this section shall belong to the city and shall be released to the city.

(iii) In the event the three-year average annual city of Marysville portion sales and use tax revenue criterion of subsection (5)(c)(ii) of this section has not been met, the traffic impact fee required under subsection (3) of this section shall immediately belong to and shall be released to the city; provided, however, in cases where the applicant has met at least 75 percent of the amount set forth in subsection (5)(c)(ii) of this section, the applicant shall receive a partial exemption which shall result in a refund of 25 percent of the amount paid to the city pursuant to subsection (5)(d) of this section plus any accrued interest. The remainder of the funds deposited pursuant to subsection (5)(d) of this section shall belong to the city and shall be released to the city.

(iv) In cases where the applicant has not met either the three-year annual sales and use tax revenue criterion of subsection (5)(c)(ii) of this section or 75 percent thereof, all traffic impact fees paid pursuant to subsection (3) of this section shall belong to the city.

(v) By mutual agreement of the city and the applicant, any refund due under this section may be applied to an obligation or assessment owed by the applicant for city street improvement purposes, including, but not limited to, any obligation or assessment under a local improvement district for streets.

(e) Deposit and Management of Traffic Impact Fees. Traffic impact fees paid by an applicant pursuant to this section and the provisions of subsection (3) of this section shall be deposited by the city into a separate interest bearing account with any qualified public depository for local government as determined by the city. The account holder shall be the city of Marysville. The city may at its option withdraw up to 50 percent of said funds at any time for uses authorized by this title. All other funds deposited in that account shall be used exclusively for payment of refunds to eligible applicants pursuant to subsection (5)(d) of this section and balances, if any, to which the city is entitled. All refunds and interest to which an applicant is entitled shall be paid by the city within 120 days following the three-year period following the issuance of a certificate of occupancy.

(f) Appeals. Any applicant aggrieved by the determination of the director of public works as to whether the criteria of subsection (5)(c) of this section have been met or the eligibility for an exemption from subsection (3) of this section or the amount of refund to which an applicant is entitled pursuant to subsection (5)(d) of this section may file a written appeal to the city's land use hearing examiner as established by Chapter [22G.060](#) MMC. The city examiner is hereby specifically authorized to hear and decide such appeals and the decision of the hearing examiner shall be final action of the city and subject to appeal pursuant to MMC [22G.010.540](#).

(g) Application of Sales and Use Tax Revenue from Businesses Which Receive an Exemption or Partial Exemption.

(i) All sales and use tax received by the city from applicants who receive an exemption or partial exemption from the requirements of this title shall be deposited in a special account to be administered by the city. Said account shall be established to pay traffic impact fees that otherwise would have been paid had an exemption or partial exemption not been granted. Said amounts shall be expended for purposes authorized by and in accordance with the provisions of this title and the provisions of the city's capital improvement plan for streets. All sales and use tax revenues in excess of the amount paid as traffic impact fees received by the city from the applicant may be deposited in the city's general fund and may be expended for any lawful purpose as directed by the city council.

(ii) Special Sales Tax Account. The city shall establish by separate ordinance a special sales tax account for the purposes set forth in subsection (5)(g)(i) of this section.

(6) Level of Service Requirements – Concurrency Determinations.

(a) The department shall make a concurrency determination for each development application. The concurrency determination will establish whether the development will impact an arterial unit where the level of service is below the adopted level of service standard, or cause the level of service on an arterial unit to fall below the adopted level of service standard, unless improvements are programmed and funding identified which would remedy the deficiency within six years. In either case, the development will be deemed not concurrent. The approving authority shall not approve any development that is not deemed concurrent under this section. Building permit applications for development within an approved rezone with binding site plan, nonresidential subdivision or short subdivision, for which a concurrency determination has been made in accordance with this section, shall be deemed concurrent; provided, that the building permit will not cause the approved traffic generation of the prior approval to be exceeded, there is no change in points of access, and mitigation required pursuant to the rezone with binding site plan, subdivision or short subdivision approval is performed as a condition of building permit issuance.

(i) The department shall make a concurrency determination upon receipt of a development's application submittal. The determination may change based upon revisions in the application. Any change in the development after approval will be resubmitted to the director, and the development will be re-evaluated for concurrency purposes.

(ii) Concurrency shall expire six years after the date of the concurrency determination, or, in the case of approved residential subdivisions, when the approval expires or when the application is withdrawn or allowed to lapse.

(iii) Building permits for a development must be issued prior to expiration of concurrency for the development. No additional concurrency determination shall apply to residential dwellings within a subdivision or short subdivisions recorded in compliance with this section.

(iv) If concurrency expires prior to building permit issuance, the director shall at the request of the developer consider evidence that conditions have not significantly changed and make a new concurrency determination in accordance with subsection (6)(a)(i) of this section.

(b) In determining whether or not to deem a proposed development as concurrent, the department shall analyze likely road system impacts on arterial units based on the size and location of the development. A development shall be deemed concurrent for the period prior to the expiration date of concurrency for the development.

(i) A development's forecast trip generation at full occupancy shall be the basis for determining the impacts of the development on the road

system. The city will accept valid data from a traffic study prepared under MMC [22D.030.060](#).

(c) A concurrency determination made for a proposed development under this section will evaluate the development's impacts on any arterial units in arrears.

(i) If a development which generates 10 or more p.m. peak-hour trips, or a nonresidential development which generates five or more p.m. peak-hour trips, is proposed to affect an arterial unit in arrears, then the development may only be deemed concurrent based on a trip distribution analysis to determine the impacts of the development. Impacts shall be determined based on each of the following:

(A) If the trip distribution analysis indicates that the development will not place three or more p.m. peak-hour trips on any arterial units in arrears, then the development shall be deemed concurrent.

(B) If the trip distribution analysis indicates that the development will place three or more p.m. peak-hour trips on any arterial unit in arrears, then the development shall not be deemed concurrent except where the development is deemed concurrent in accordance with the options under subsection (6)(e) of this section.

(d) Any residential development that generates less than 10 p.m. peak-hour trips, or any nonresidential development that generates less than 10 p.m. peak-hour trips, shall be considered to have only minor impact on city arterials for purposes of a concurrency determination on impacts to level of service on arterial units and shall be deemed concurrent.

(e) Any development not deemed concurrent shall have options available to enable the development to be deemed concurrent as follows:

(i) A development which meets the department's criteria for transit compatibility, in accordance with the director's policy and procedure for transit compatibility under MMC [22D.030.050](#)(12), shall be deemed concurrent if the impacted arterial unit in arrears meets the criteria for transit supportive design in accordance with the director's policy and procedure for transit compatibility, and if the level of service on the impacted arterial unit in arrears meets the LOS standards adopted within the comprehensive plan; and provided, that the development can be deemed concurrent in accordance with all other provisions of subsection (6)(c) of this section.

(ii) A development may modify its proposal to lessen its impacts on the road system in such a way as to allow the city to deem the development concurrent under this section.

(iii) The city may deem such development concurrent based upon a written proposal signed by the proponent of the development and attached to the director's recommendation under MMC [22D.030.050](#)(2), and referenced in the concurrency determination, as a condition of approval.

(A) Such proposal may include conditions which would defer construction of all or identified subsequent phases of a development until such time as the city has made or programmed capacity improvements which would remedy any arterial units in arrears.

(B) Such proposals may include conditions which would defer construction of all or identified subsequent phases of a development until such time as the developer constructs capacity improvements which would remedy any arterial units in arrears.

1. If a developer chooses to mitigate the development's impact by constructing off-site road improvements, the developer must investigate the impact, identify improvements, and offer a construction plan

to the director for construction of the off-site improvements. Construction of improvements shall be in accordance with the engineering design and development standards.

2. In cases where two or more developers have agreed to fully fund a certain improvement, the proportionate sharing of the cost shall be on any basis that the developers agree among themselves would be equitable. Under such an arrangement, the terms of the agreement shall be binding on each development as conditions of approval.

3. Any developer who volunteers to construct off-site improvements of greater value than any proportionate share mitigating payment imposed under this title to mitigate the development's impact on the future capacity of city roads may apply for a reimbursement contract.

4. Any developer who chooses to mitigate a development's impact by constructing off-site improvements may propose to the council that a joint public/private partnership be established to jointly fund and/or construct the proposed improvements. The director will determine whether or not such a partnership is to be established.

5. Construction of capacity improvements under this section must be complete or under contract prior to the issuance of any building permits and must be complete prior to approval for occupancy or final inspection; provided, that where no building permit will be associated with a change in occupancy, then construction of improvements is required as a precondition to approval.

(f) Adopted Level of Service. The level of service for principal, minor, and collector arterials at signalized intersections shall be at a LOS consistent with the transportation element of the comprehensive plan using the operational method as a standard of review.

(7) Inadequate Road Condition Requirements.

(a) Regardless of the existing level of service, development which adds three or more p.m. peak-hour trips to an inadequate road condition existing on the road system, at the time of determination in accordance with subsection (1) of this section, or development whose traffic will cause an inadequate road condition at the time of full occupancy of the development will only be approved for occupancy or final inspection when provisions are made in accordance with this chapter for elimination of the inadequate road condition. The improvements removing the inadequate road condition must be complete or under contract before a building permit on the development will be issued and the road improvement must be complete before any certificate of occupancy or final inspection will be issued; provided, that where no building permit will be associated with a conditional use permit, then the improvements removing the inadequate road condition must be complete as a precondition to approval.

(b) The director shall determine whether or not a location constitutes an inadequate road condition. Any known inadequate road condition to which the development adds three or more p.m. peak-hour trips shall be identified as part of the director's recommendation under subsection (6) of this section.

(c) A development's access onto a public road shall be designed so as not to create an inadequate road condition. Developments shall be designed so that inadequate road conditions are not created.

(d) Construction Option – Requirements.

(i) If a developer chooses to eliminate an inadequate road condition by constructing off-site road improvements, the developer must investigate the impact, identify improvements, and offer a construction plan to the director for construction of the off-site improvements.

(ii) In cases where two or more developers have agreed to fully fund a certain improvement, the proportionate sharing of the costs shall be on any basis that the developers agree among themselves would be equitable. Under such an arrangement, the terms of the agreement shall be binding on each development as conditions of approval.

(iii) Any developer who volunteers to construct off-site improvements of greater value than any proportionate share mitigating payment imposed under this title to mitigate the development's impact on the future capacity of city roads, which are contained within the cost basis, contained within the transportation element, or which are not part of the cost basis of any proportionate share mitigating payment imposed under this title to mitigate the development's impact on the future capacity of city roads, and therefore not credited against any proportionate share mitigating payment, may apply for a reimbursement contract.

(8) Special Circumstances. Where the only remedy to an arterial unit in arrears is the installation of a traffic signal, but signalization warrants contained in the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) are not met at present, developments impacting the arterial unit will be allowed to proceed without the installation of the traffic signal; provided, that all other warranted level of service and transit-related improvements are made on the arterial unit within the deficient level of service. Developments impacting such arterial units will not be issued building permits or occupancies (whichever comes first) until the improvements (not including the traffic signal) to the level of service deficient arterial unit are under contract or being performed. Such developments will be subject to all other obligations as specified in this title.

(9) Administration of Traffic Impact Fees.

(a) Any traffic impact fees made pursuant to this title shall be subject to the following provisions:

(i) Except as otherwise provided in this section and MMC Title [22](#), the traffic impact fee payment is required prior to building permit issuance unless the development is a subdivision or short subdivision, in which case the payment shall be made prior to the recording of the subdivision or short subdivision; provided, that where no building permit will be associated with a change in occupancy or conditional use permit then payment is required prior to approval of occupancy.

(ii) The traffic impact fees shall be held in a reserve account and shall be expended to fund improvements on the road system.

(iii) An appropriate and reasonable portion of traffic impact fees collected may be used for administration of this title.

(iv) The fee payer may receive a refund of such fees if the city fails to expend or encumber the impact fees within six years of when the fees were paid, or other such period of time established pursuant to RCW [82.02.070\(3\)](#), on transportation facilities intended to benefit the development for which the traffic impact fees were paid, unless the city council finds that there exists an extraordinary and compelling reason for fees to be held longer than six years. These findings shall be set forth in writing and approved by the city council. In determining whether traffic impact fees have been encumbered, impact fees shall be considered encumbered on a first-in/first-out basis. The city shall notify potential claimants by first class mail deposited with the United States Postal Service at the last known address of claimants.

(v) The request for a refund must be submitted by the applicant to the city in writing within 90 days of the date the right to claim the refund arises, or the date that notice is given, whichever is later. Any traffic impact fees that are

not expended within these time limitations, and for which no application for a refund has been made within this 90-day period, shall be retained and expended on projects identified in the adopted transportation element. Refunds of traffic impact fees under this subsection shall include interest earned on the impact fees.

(b) Off-site improvements include construction of improvements to mitigate an arterial unit in arrears and/or specific inadequate road condition locations. If a developer chooses to construct improvements to mitigate an arterial unit in arrears or inadequate road condition problem, and the improvements constructed are part of the cost basis of any traffic impact fees imposed under this title to mitigate the development's impact on the future capacity of city roads, the cost of these improvements will be credited against the traffic impact fee amount; provided, that the amount of the cost to be credited shall be the estimate of the public works director as to what the city's cost would be to construct the improvement. Any developer who volunteers to pay for and/or construct off-site improvements of greater value than any traffic impact fees imposed under this title, to mitigate the development's impact on the future capacity of city roads, based on the cost basis contained within the transportation element, or which are not part of the cost basis of any traffic impact fees imposed under this title to mitigate the development's impact on the future capacity of city roads, and therefore not credited against the traffic impact fees, may apply for a reimbursement contract.

(c) Deferral of Impact Fees Allowed.

(i) Required payment of impact fees may be deferred to final inspection for single-family detached or attached residential dwelling.

(ii) Payment of required impact fees for a commercial building, or industrial building, may be deferred from the time of building permit issuance in accordance with following:

(A) Fifty percent of the impact fees shall be paid prior to approved occupancy of the structure; and

(B) The remaining 50 percent of the impact fees shall be paid within 18 months from the date of building occupancy, or when ownership of the property is transferred, whichever is earlier.

(iii) The community development department shall allow an applicant to defer payment of the impact fees when, prior to submission of a building permit application for deferment under subsection (9)(c)(i) of this section or prior to final inspection for deferment under subsection (9)(c)(ii) of this section, the applicant:

(A) Submits a signed and notarized deferred impact fee application and acknowledgement form for the development for which the property owner wishes to defer payment of the impact fees; and

(B) With regard to deferred payment under subsection (9)(c)(ii) of this section, records a lien for impact fees against the property in favor of the city in the total amount of all deferred impact fees for the development. The lien for impact fees shall:

1. Be in a form approved by the city attorney;
2. Include the legal description, tax account number and address of the property;
3. Be signed by all owners of the property, with all signatures as required for a deed, and recorded in the county in which the property is located;
4. Be binding on all successors in title after the recordation; and

5. Be junior and subordinate to one mortgage for the purpose of construction upon the same real property granted by the person who applied for the deferral of impact fees.

(iv) In the event that the impact fees are not paid in accordance with subsection (9)(c)(ii) of this section, the city shall institute foreclosure proceedings under the process set forth in Chapter [61.12](#) RCW, except as revised herein. In addition to any unpaid impact fees, the city shall be entitled to interest on the unpaid impact fees at the rate provided for in RCW [19.52.020](#) and the reasonable attorney fees and costs incurred by the city in the foreclosure process. Notwithstanding the foregoing, prior to commencement of foreclosure, the city shall give not less than 30 days' written notice to the person or entity whose name appears on the assessment rolls of the county assessor as owner of the property via certified mail with return receipt requested and regular mail advising of its intent to commence foreclosure proceedings. If the impact fees are paid in full to the city within the 30-day notice period, no attorney fees, costs and interest will be owed.

(v) In the event that the deferred impact fees are not paid in accordance with this section, and in addition to foreclosure proceedings provided in subsection (9)(c)(iv) of this section, the city may initiate any other action(s) legally available to collect such impact fees.

(vi) Upon receipt of final payment of all deferred impact fees for the development, the department shall execute a separate lien release for the property in a form approved by the city attorney. The property owner, at their expense, will be responsible for recording each lien release.

(vii) Compliance with the requirements of the deferral option shall constitute compliance with the conditions pertaining to the timing of payment of the impact fees.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 6, 2023

SUBMITTED BY: Genevieve Geddis, Finance

ITEM TYPE: Ordinance

AGENDA SECTION: **New Business**

SUBJECT: 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

SUGGESTED ACTION: Recommended Motion: I move to adopt Ordinance No. _____.

SUMMARY: Establish 2023 compensation pay classifications and grades or ranges in accordance with MMC 2.50.030. Pay changes for 2023 have not been determined for Teamsters. Title and position changes are summarized below:

- Management Pay Grid 2023/2024 Budget position request Assistant Prosecutor (M114)
- Represented Pay Grid 2023/2024 Budget position request Maintenance Assistant (U20)
- Represented Pay Grid 2023/2024 Budget position request Police Public Disclosure Specialist (U35)

ATTACHMENTS:
[Budget Amendment Ordinance 3 06 23.docx](#)

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE 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.

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

Section 1. Since the adoption of the 2023-2024 budget and in accordance with MMC 2.50.030, the 2023-2024 biennial budget hereby directs that City employees shall be compensated in accordance with the established pay classifications and grades or ranges attached hereto and contained in Exhibit "A".

Section 2. Except as provided herein, all other provisions of Ordinance No. 3239 shall remain in full force and effect, unchanged.

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

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

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

CITY OF MARYSVILLE

By _____
MAYOR

ATTEST:

By _____
DEPUTY CITY CLERK

Approved as to form:

By _____
CITY ATTORNEY

Date of Publication: _____

Effective Date (5 days after publication): _____

EXHIBIT A – 2023-2024

MANAGEMENT PAY GRID 2023

5% Increase - Effective 1/1/2023

PAY CODE	TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
M112	No Position	\$ 79,922	\$ 82,325	\$ 84,773	\$ 87,312	\$ 89,964	\$ 92,638	\$ 95,426	\$ 97,830	\$ 100,254	Annual
		\$ 38.43	\$ 39.59	\$ 40.75	\$ 41.97	\$ 43.25	\$ 44.54	\$ 45.89	\$ 47.04	\$ 48.20	Hourly
M113	Assistant Court Administrator Athletic Supervisor Community Center Supervisor Cultural Arts Supervisor Recreation Supervisor Utility Billing Supervisor Police Records Supervisor Legal Services Project Manager	\$ 87,108	\$ 89,714	\$ 92,435	\$ 95,177	\$ 98,055	\$ 101,003	\$ 104,017	\$ 106,623	\$ 109,277	Annual
		\$ 41.87	\$ 43.13	\$ 44.44	\$ 45.75	\$ 47.15	\$ 48.56	\$ 50.00	\$ 51.26	\$ 52.53	Hourly
M114	Human Resource Analyst Senior Financial Analyst Assistant Prosecutor	\$ 93,522	\$ 96,333	\$ 99,234	\$ 102,181	\$ 105,265	\$ 108,415	\$ 111,701	\$ 114,467	\$ 117,323	Annual
		\$ 44.96	\$ 46.31	\$ 47.71	\$ 49.13	\$ 50.61	\$ 52.12	\$ 53.70	\$ 55.03	\$ 56.41	Hourly
M115	Administrative Services Supervisor Training & Community Outreach Administrator Fleet and Facilities Supervisor IT Services Supervisor	\$ 100,095	\$ 103,066	\$ 106,171	\$ 109,366	\$ 112,653	\$ 116,031	\$ 119,522	\$ 122,468	\$ 125,528	Annual
		\$ 48.12	\$ 49.56	\$ 51.04	\$ 52.57	\$ 54.16	\$ 55.79	\$ 57.46	\$ 58.88	\$ 60.35	Hourly
M116	Parks Maintenance Supervisor Prosecutor Solid Waste Supervisor Storm/Sewer Supervisor Street Supervisor Water Utility Supervisor Water Resource Supervisor Safety and Risk Manager Emergency Preparedness Manager GIS Manager Principal Planner	\$ 107,100	\$ 110,296	\$ 113,605	\$ 117,006	\$ 120,519	\$ 124,145	\$ 127,863	\$ 131,058	\$ 134,322	Annual
		\$ 51.49	\$ 53.03	\$ 54.62	\$ 56.25	\$ 57.94	\$ 59.68	\$ 61.48	\$ 63.01	\$ 64.59	Hourly
M117	Building Official Financial Operations Manager Financial Planning Manager Planning Manager Senior Project Engineer IT Operations Supervisor Human Resources Program Manager Communications Manager	\$ 112,426	\$ 115,805	\$ 119,272	\$ 122,853	\$ 126,571	\$ 130,333	\$ 134,254	\$ 137,610	\$ 141,055	Annual
		\$ 54.05	\$ 55.67	\$ 57.34	\$ 59.06	\$ 60.86	\$ 62.66	\$ 64.55	\$ 66.16	\$ 67.82	Hourly
M118	Development Services Manager Senior Project Manager Civic Campus Project Manager Public Works Services Manager Traffic Engineering Manager	\$ 118,070	\$ 121,584	\$ 125,234	\$ 128,996	\$ 132,895	\$ 136,861	\$ 140,964	\$ 144,500	\$ 148,105	Annual
		\$ 56.76	\$ 58.45	\$ 60.21	\$ 62.02	\$ 63.89	\$ 65.80	\$ 67.78	\$ 69.48	\$ 71.20	Hourly
M119	Assistant Parks Director Storm and Wastewater Utility Manager Water Utility Manager Transportation and Parks Maintenance Manager Court Administrator Lead Prosecutor	\$ 123,964	\$ 127,681	\$ 131,513	\$ 135,456	\$ 139,512	\$ 143,707	\$ 148,013	\$ 151,708	\$ 155,516	Annual
		\$ 59.60	\$ 61.39	\$ 63.23	\$ 65.13	\$ 67.07	\$ 69.09	\$ 71.16	\$ 72.93	\$ 74.77	Hourly
M120	Assistant City Engineer	\$ 130,152	\$ 134,050	\$ 138,062	\$ 142,233	\$ 146,495	\$ 150,892	\$ 155,425	\$ 159,302	\$ 163,290	Annual
		\$ 62.57	\$ 64.44	\$ 66.38	\$ 68.39	\$ 70.43	\$ 72.53	\$ 74.73	\$ 76.59	\$ 78.51	Hourly
M121	No Position	\$ 136,680	\$ 140,783	\$ 144,976	\$ 149,328	\$ 153,816	\$ 158,440	\$ 163,200	\$ 167,257	\$ 171,427	Annual
		\$ 65.72	\$ 67.68	\$ 69.70	\$ 71.79	\$ 73.95	\$ 76.17	\$ 78.47	\$ 80.41	\$ 82.41	Hourly
M122	Economic Development & Real Property Manager Assistant Public Works Director/City Engineer Deputy City Attorney	\$ 143,502	\$ 147,786	\$ 152,229	\$ 156,831	\$ 161,523	\$ 166,350	\$ 171,338	\$ 175,644	\$ 180,018	Annual
		\$ 69.00	\$ 71.05	\$ 73.20	\$ 75.40	\$ 77.66	\$ 79.97	\$ 82.37	\$ 84.45	\$ 86.55	Hourly
M123	Assistant Police Chief	\$ 157,851	\$ 162,587	\$ 167,461	\$ 172,493	\$ 177,638	\$ 182,988	\$ 188,474	\$ 193,188	\$ 198,016	Annual
		\$ 75.89	\$ 78.17	\$ 80.50	\$ 82.93	\$ 85.40	\$ 87.97	\$ 90.62	\$ 92.87	\$ 95.20	Hourly
M124	Community Development Director Parks Director IS Director HR Director	\$ 165,738								\$ 212,137	Annual
		\$ 79.68								\$ 101.99	Hourly
M125	Finance Director	\$ 174,034								\$ 222,746	Annual
		\$ 83.66								\$ 107.09	Hourly
M126	Police Chief City Attorney Public Works Director	\$ 182,738								\$ 233,897	Annual
		\$ 87.85								\$ 112.46	Hourly
M130	Chief Administrative Officer	\$ 197,495								\$ 252,793	Annual
		\$ 94.95								\$ 121.54	Hourly

NON REPRESENTED PAY GRID 2023

5% Increase - Effective 1/1/2023

PAY CODE	TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
N110	Human Resource Assistant	\$ 70,471	\$ 72,578	\$ 74,755	\$ 76,999	\$ 79,311	\$ 81,691	\$ 84,139	\$ 86,247	\$ 88,401	Annual Hourly
	Planning Technician	\$ 33.87	\$ 34.89	\$ 35.94	\$ 37.01	\$ 38.13	\$ 39.27	\$ 40.46	\$ 41.46	\$ 42.49	
	Confidential Legal Assistant										
	Computer Technician										
	Community Support Specialist I Victim/Witness Coordinator										
N111	Deputy City Clerk	\$ 74,687	\$ 76,953	\$ 79,242	\$ 81,623	\$ 84,070	\$ 86,564	\$ 89,193	\$ 91,414	\$ 93,704	Annual Hourly
	Probation Officer	\$ 35.91	\$ 36.99	\$ 38.09	\$ 39.24	\$ 40.41	\$ 41.62	\$ 42.88	\$ 43.95	\$ 45.05	
	Communications/Marketing Specialist										
	Confidential Admin Specialist										
N112	Code Enforcement Officer	\$ 79,922	\$ 82,325	\$ 84,773	\$ 87,312	\$ 89,964	\$ 92,638	\$ 95,426	\$ 97,830	\$ 100,254	Annual Hourly
	Confidential Admin Associate	\$ 38.43	\$ 39.59	\$ 40.75	\$ 41.97	\$ 43.25	\$ 44.54	\$ 45.89	\$ 47.04	\$ 48.20	
	Development Services Technician										
	Engineering Coordinator										
	GIS Technician										
	Inspector I - Building										
	Inspector I - Construction										
	Planning Assistant										
	Surface Water Specialist										
	Surface Water Inspector										
	Community Support Specialist II										
	Emergency Preparedness Specialist										
	Volunteer & Community Event Coordinator										
	N113	Associate Planner	\$ 87,108	\$ 89,714	\$ 92,413	\$ 95,177	\$ 98,033	\$ 101,003	\$ 104,017	\$ 106,623	
I.S. Analyst		\$ 41.87	\$ 43.13	\$ 44.43	\$ 45.75	\$ 47.13	\$ 48.56	\$ 50.00	\$ 51.26	\$ 52.53	
Engineering Technician											
Financial Analyst											
GIS Analyst											
Human Resource Specialist											
Inspector II - Building											
Inspector II - Construction											
Executive Services Coordinator											
NPDES Coordinator Senior Communications Specialist/PIO											
N114	Crime & Intelligence Analyst	\$ 93,522	\$ 96,333	\$ 99,234	\$ 102,181	\$ 105,265	\$ 108,415	\$ 111,701	\$ 114,467	\$ 117,323	Annual Hourly
	Electronic Control Systems Administrator	\$ 44.96	\$ 46.31	\$ 47.71	\$ 49.13	\$ 50.61	\$ 52.12	\$ 53.70	\$ 55.03	\$ 56.41	
	Inspector III - Combo										
	Inspector III - Electrical Planner Systems & Database Analyst										
N115	Assistant Building Official	\$ 100,095	\$ 103,066	\$ 106,171	\$ 109,366	\$ 112,653	\$ 116,031	\$ 119,522	\$ 122,468	\$ 125,528	Annual Hourly
	Civil Plan Review	\$ 48.12	\$ 49.56	\$ 51.04	\$ 52.57	\$ 54.16	\$ 55.79	\$ 57.46	\$ 58.88	\$ 60.35	
	Project Engineer										
	Senior Planner										
	Associate Traffic Engineer										
N116	IS System Administrator	\$ 107,100	\$ 110,296	\$ 113,605	\$ 117,006	\$ 120,519	\$ 124,145	\$ 127,863	\$ 131,058	\$ 134,322	Annual Hourly
		\$ 51.49	\$ 53.03	\$ 54.62	\$ 56.25	\$ 57.94	\$ 59.68	\$ 61.48	\$ 63.01	\$ 64.59	

CITY OF MARYSVILLE
MPMA - COMMANDER PAY GRID 2023

6.5% Increase

TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
Police Commander	\$ 153,239	\$ 157,829	\$ 162,566	\$ 167,452	\$ 172,486	\$ 176,779	\$ 181,196	Annual
	\$ 73.67	\$ 75.88	\$ 78.16	\$ 80.50	\$ 82.93	\$ 84.99	\$ 87.11	Hourly

MPOA - (OFFICERS & SERGEANTS)

January 1, 2023 Through December 31, 2023

10% increase

Monthly

PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5
Entry Police	6,555					
Police Officers	7,284	7,562	7,833	8,260	8,736	9,083
Police Sergeant	10,270	10,717				

MPOA - (CUSTODY OFFICER, CORPORAL & COMMUNITY SERVICE OFFICER)

January 1, 2023 - December 31, 2023

6% increase

Monthly

PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	0-12 mo	13-24 m	25-36 m	37-48 m	49-60 m	61+ m	73+ m
Community Service Officer	5,371	5,590	5,820	6,058	6,307	6,566	6,820
Custody Sergeant	8,026	8,218					
Custody Corporal	7,166	7,338					
Custody Officer	5,505	5,741	5,942	6,150	6,392	6,660	6,858

Teamsters Pay Grid 2022

2% Increase

2022 Classification	2022 Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
Custodian	U20	\$44,598	\$45,936	\$47,314	\$48,733	\$50,195	\$51,701	\$53,252	\$54,833	\$55,948	Annual
Maintenance Assistant		\$21.44	\$22.08	\$22.75	\$23.43	\$24.13	\$24.86	\$25.60	\$26.24	\$26.90	Hourly
Customer Service Representative	U25	\$53,517	\$55,123	\$56,776	\$58,480	\$60,234	\$62,041	\$63,902	\$65,500	\$67,138	Annual
Parks Maintenance Tech I		\$25.73	\$26.50	\$27.30	\$28.12	\$28.96	\$29.83	\$30.72	\$31.49	\$32.28	Hourly
Streets Maintenance Tech I											
Custodian Lead											
Accounting Tech - AP	U30	\$56,728	\$58,430	\$60,183	\$61,989	\$63,848	\$65,764	\$67,737	\$69,430	\$71,166	Annual
Accounting Tech - Utility Billing		\$27.27	\$28.09	\$28.93	\$29.80	\$30.70	\$31.62	\$32.57	\$33.38	\$34.21	Hourly
CD Program Specialist											
Purchasing/Inventory Specialist											
PW Administrative Assistant											
Storm/Sewer Tech I											
Utility Locator											
Judicial Process Specialist	U35	\$61,267	\$63,105	\$64,998	\$66,948	\$68,956	\$71,025	\$73,156	\$74,984	\$76,859	Annual
Meter Technician		\$29.46	\$30.34	\$31.25	\$32.19	\$33.15	\$34.15	\$35.17	\$36.05	\$36.95	Hourly
Parks Administrative Associate											
Police Records Tech											
Police Public Disclosure Specialist											
Parks Maintenance Tech II											
Solid Waste Tech II											
Streets Maintenance Tech II											
Storm/Sewer Tech II											
Traffic Maintenance Worker II											
Traffic Control Systems Tech											
Small Equipment Mechanic	U40	\$64,943	\$66,891	\$68,898	\$70,965	\$73,093	\$75,286	\$77,545	\$79,483	\$81,471	Annual
Evidence Specialist		\$31.22	\$32.16	\$33.12	\$34.12	\$35.14	\$36.20	\$37.28	\$38.21	\$39.17	Hourly
Parks Administrative Specialist											
Planning Administrative Specialist											
PW Administrative Specialist											
Police Administrative Specialist											
Senior Accounting Tech											
Senior Permit Tech											
WWTP Maintenance Tech I											
Cross Connection Control Specialist	U45	\$68,190	\$70,235	\$72,342	\$74,513	\$76,748	\$79,051	\$81,422	\$83,458	\$85,544	Annual
Parks Maintenance Lead I		\$32.78	\$33.77	\$34.78	\$35.82	\$36.90	\$38.01	\$39.15	\$40.12	\$41.13	Hourly
Police Records Tech Lead											
Streets Maintenance Lead I											
Storm/Sewer Lead I											
Water Operations Tech II											
Construction Tech II											
Water Quality Specialist											
Facilities Maintenance Journeyman	U50	\$72,963	\$75,152	\$77,406	\$79,729	\$82,120	\$84,584	\$87,122	\$89,300	\$91,532	Annual
Industrial Waste/Pretreatment Technician		\$35.08	\$36.13	\$37.21	\$38.33	\$39.48	\$40.67	\$41.89	\$42.93	\$44.01	Hourly
Mechanic											
Streets Maintenance Tech Lead II											
Storm/Sewer Tech Lead II											
Solid Waste Lead II											
Parks Maintenance Lead II											
WWTP Operator											
Construction Lead I											
Water Operator											
WWTP Maintenance Tech II											
Mechanic Lead II	U55	\$78,070	\$80,413	\$82,825	\$85,310	\$87,869	\$90,505	\$93,220	\$95,551	\$97,939	Annual
Senior Traffic Control Systems Tech		\$37.53	\$38.66	\$39.82	\$41.01	\$42.24	\$43.51	\$44.82	\$45.94	\$47.09	Hourly
Construction Lead II											
Water Operations Lead II											
Water Quality Lead											
WWTP Maintenance Lead											
WWTP Operations Lead											
Utility Electrician											

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE AMENDING CHAPTER 7.06 OF THE MUNICIPAL CODE IN REGARD TO THE UTILIZATION OF COMPOST PRODCUTS IN CITY-FUNDED PROJECTS.

WHEREAS, RCW 43.19A.150, requires each city or county with a population greater than 25,000 and in which organic material collection services are provided to adopt a compost procurement ordinance; and

WHEREAS, RCW 43.19A.120 states that “When planning government-funded projects or soliciting and reviewing bids for such projects, all state agencies and local governments shall consider whether compost products can be utilized in the project”; and

WHEREAS, the City Council is adopting a compost procurement ordinance to implement RCW 43.191A.120.

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

SECTION 1. A new section 7.06.060 is added to the municipal code adopting RCW 43.19A.150, as set forth in Exhibit A.

SECTION 2. RCW 43.19A.150 is set forth in Exhibit B and will remain on file with the city clerk.

SECTION 3. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

SECTION 4. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener’s errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

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

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

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
GENEVIEVE GEDDIS, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

Date of publication: _____

Effective Date (5 days after publication): _____

EXHIBIT A

7.06.050 Use of Compost Products.

RCW 43.19A.150 and any subsequent amendments, recodification, or repeal is adopted by reference.

EXHIBIT B

RCW 43.19A.150 Cities and counties required to adopt a compost procurement ordinance—Report.

(1) By January 1, 2023, the following cities or counties shall adopt a compost procurement ordinance to implement RCW 43.19A.120:

(a) Each city or county with a population greater than 25,000 residents as measured by the office of financial management using the most recent population data available; and

(b) Each city or county in which organic material collection services are provided under chapter 70A.205 RCW.

(2) A city or county that newly exceeds a population of 25,000 residents after January 1, 2023, as measured by the office of financial management, must adopt an ordinance under this subsection no later than 12 months after the office of financial management's determination that the local government's population has exceeded 25,000.

(3) In developing a compost procurement ordinance, each city and county shall plan for the use of compost in the following categories:

(a) Landscaping projects;

(b) Construction and postconstruction soil amendments;

(c) Applications to prevent erosion, filter stormwater runoff, promote vegetation growth, or improve the stability and longevity of roadways; and

(d) Low-impact development and green infrastructure to filter pollutants or keep water on-site, or both.

(4) Each city or county that adopts an ordinance under subsection (1) or (2) of this section must develop strategies to inform residents about the value of compost and how the jurisdiction uses compost in its operations in the jurisdiction's comprehensive solid waste management plan pursuant to RCW 70A.205.045.

(5) By December 31, 2024, and each December 31st of even-numbered years thereafter, each city or county that adopts an ordinance under subsection (1) or (2) of this section must submit a report covering the previous year's compost procurement activities to the department of ecology that contains the following information:

(a) The total tons of organic material diverted throughout the year;

(b) The volume and cost of compost purchased throughout the year;
and

(c) The source or sources of the compost.

(6) Cities and counties that are required to adopt an ordinance under subsection (1) or (2) of this section shall give priority to purchasing compost products from companies that produce compost products locally, are certified by a nationally recognized organization, and produce compost products that are derived from municipal solid waste compost programs and meet quality standards comparable to standards adopted by the department of transportation or adopted by rule by the department of ecology.

(7) Cities and counties may enter into collective purchasing agreements if doing so is more cost-effective or efficient.

(8) Nothing in this section requires a compost processor to:

(a) Enter into a purchasing agreement with a city or county;

(b) Sell finished compost to meet this requirement; or

(c) Accept or process food waste or compostable products.

Overview

In accordance with RCW 43.19A.150 and MMC 7.06, this procedure will provide for guidance and consideration towards utilization of compost products within government funded projects or when soliciting and reviewing bids for such projects.

Project Planning and Bid Specifications

To the extent required by RCW 43.19A.120, the City shall consider, during planning, whether compost products can be utilized in a project. This would include; Landscaping, Construction and post-construction soil amendments, erosion prevention, stormwater filtering, low-impact development and green infrastructure to filter pollutants or keep water on-site, or both.

If compost products may be utilized, the City will proceed with procurement as required by RCW 43.19A.150(6) or as a specification within solicitations for bid. The city is not required to use compost products if:

- a) Compost products are not available within a reasonable period of time;
- b) Compost products that are available do not comply with existing purchasing standards;
- c) Compost products that are available do not comply with federal or state health, quality, and safety standards; and
- d) Compost purchase prices are not reasonable or competitive or if the total cost is financially prohibitive
- e) Application of compost will have detrimental impacts. See RCW 43.19A.120(2)(ii,iii,iv)

Relating to compost procurement and project management, project documentation must include volume, cost, and source of compost purchased. If compost materials are not utilized, exemption from the requirement to purchase should be documented.

Reporting

To the extent required by RCW 43.19A.150(5), by December 31, 2024, and each December 31st of even-numbered years thereafter, the City shall prepare a report the Department of Ecology covering the previous year's compost procurement activities, including the following information:

- a) Total tons of organic material diverted each year;
- b) The volume and cost of compost purchased each year; and
- c) The source(s) of the compost purchased

The reporting routine is scheduled to be further defined by the Department of Ecology. The Solid Waste Division will coordinate data collection within Public Works, complete all reporting functions, and publish metrics to the Department Director.

Department Resource

Staff are encouraged to contact the Public Works, Solid Waste Division to assist with understanding compost procurement requirements and available resources.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 6, 2023

SUBMITTED BY: Crystil Wooldridge, Finance

ITEM TYPE: Resolution

AGENDA SECTION: **New Business**

SUBJECT: A **Resolution** of the City of Marysville amending Resolution No. 2432 by shortening the time for repaying a \$1,445,500.00 interfund loan from the Solid Waste Management Fund 410 to the Parks Capital Improvement Fund 310, from thirty years to eight years.

SUGGESTED ACTION: Recommended Motion: I move to approve Resolution No. _____.

SUMMARY: During the 2021 financial statement audit, it was determined that the April 2022 solid waste fee increase in consideration with the loan terms could cause the interfund loan between Solid Waste Management Fund 410 and Parks Capital Improvement Fund 310 to be considered as a permanent diversion of funds. The audit recommendation is that the city shorten the repayment timeline from thirty years to eight years. Adoption of the proposed resolution would comply with the recommendation.

ATTACHMENTS:
[res.2018.Interfund Loan Fund 410 to Fund 310 Amend.doc](#)

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF MARYSVILLE AMENDING RESOLUTION NO. 2432 BY SHORTENING THE TIME FOR REPAYING A \$1,445,500.00 INTERFUND LOAN FROM THE SOLID WASTE MANAGEMENT FUND 410 TO THE PARKS CAPITAL IMPROVEMENT FUND 310, FROM THIRTY YEARS TO EIGHT YEARS.

WHEREAS, through Resolution No. 2432, the City Council authorized a \$1,445,500.00 interfund loan from the Solid Waste Management Fund 410 to the Parks Capital Improvement Fund 310 to finance purchasing property for parks, recreation, and cultural purposes, to wit, the Marysville Opera House; and

WHEREAS, the term of the original interfund loan was 30 (thirty) years; and

WHEREAS, in April 2022, the city council approved increasing solid waste fees as revenues were not expected to cover expenses in 2022 or 2023.

WHEREAS, due to the fee increase and the fact that the interfund loan was over three years, it was determined that this could become a permanent diversion of funds; and

WHEREAS, it is financially prudent to shorten the repayment period to eight years; and

WHEREAS, except for the repayment schedule, all other provisions of Resolution No. 2432 should remain in full force and effect.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON AS FOLLOWS:

Section 3 of Resolution No. 2432 is replaced by the following and all other provision of Resolution No. 2432 remain in full force and effect:

Section 3. Repayment.

The Loan shall be repaid with interest from the Parks Capital Improvement Fund 310 to the Solid Waste Management Fund 410 on or before eight years from the date of this resolution.

Year of Payment	Principal \$1,445,500	Interest 0.90%	Total Payment	Outstanding Balance
2018	\$ 41,990.50	\$13,009.50	\$ 55,000.00	\$ 1,403,509.50
2019	\$ 42,368.41	\$12,631.59	\$ 55,000.00	\$ 1,361,141.09
2020	\$ 42,749.73	\$12,250.27	\$ 55,000.00	\$ 1,318,391.36
2021	\$ 43,134.48	\$11,865.52	\$ 55,000.00	\$ 1,275,256.88
2022	\$ 43,522.69	\$11,477.31	\$ 55,000.00	\$ 1,231,734.19
2023	\$ 410,578.06	\$11,085.61	\$ 421,663.67	\$ 821,156.13
2024	\$ 410,578.06	\$ 7,390.41	\$ 417,968.47	\$ 410,578.07
2025	\$ 410,578.07	\$ 3,695.20	\$ 414,273.27	\$ (0.00)

Section 4. Severability.

If any section, sentence, clause or phrase of this resolution should be held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this resolution.

Section 5. Effective Date.

This resolution shall take effect immediately upon passage by the Marysville City Council.

ADOPTED by the City Council at an open public meeting this _____ day of March, 2023.

CITY OF MARYSVILLE

By _____
Jon Nehring, MAYOR

Attest:

By _____
CITY CLERK

Approved as to form:

By _____
Jon Walker, CITY ATTORNEY