



**CITY COUNCIL REGULAR MEETING
MONDAY, JUNE 23, 2025 – 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

Invocation

Pledge of Allegiance

Roll Call

Approval of the Agenda

Presentations

- A. Proclamation Declaring July 2025 Parks and Recreation Month in Marysville
[PROCLAMATION Parks and Recreation Month 2025.pdf](#)

Public Comment

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

- 1. May 27, 2025, City Council Meeting Minutes
[CC 05272025.docx](#)
- 2. June 2, 2025, City Council Work Session Minutes
[WS 06022025.docx](#)
- 3. June 9, 2025, City Council Meeting Minutes
[CC 06092025.docx](#)

Consent

4. June 4, 2025, Claims in the Amount of \$2,030,454.29 Paid by Check Numbers 178082 through 178195 with Check Numbers 167024, 167913, 167949, 168741, 173220, 173429, and 173757 Voided
[060425.rtf](#)
5. June 10, 2025, Payroll, June 10, 2025, Miscellaneous Payroll and June 10, 2025, Void and Re-issue Payroll in the Amount of \$2,074,583.54 Paid by EFT Transactions and Check Numbers 35718 through 35750 with Check Number 35749 Voided.
6. June 11, 2025, Claims in the Amount of \$636,328.50 Paid by Check Numbers 178196 through 178372 with Check Numbers 163893, 166063, 166659, 166764, 168385, 170635, 174185, 174618, 178056, and 178123 Voided
[061125.rtf](#)

Review Bids

7. Contract Award - WWTP Chemical Tank Replacement Project
Recommended Motion: I move to authorize the Mayor to award and execute the WWTP Chemical Tank Replacement project contract with McClure and Sons, Inc. in the amount of \$489,861.47 including sales tax and approve a management reserve of \$48,990.00 for a total allocation of \$538,851.47.
[Certified Bid Tabulation](#)
[Contract](#)
8. Contract Award - WWTP Effluent Flow Splitting Project
Recommended Motion: I move to authorize the Mayor to award and execute the WWTP Effluent Flow Splitting project contract with McClure and Sons, Inc. in the amount of \$492,286.87 including sales tax and approve a management reserve of \$49,230.00 for a total allocation of \$541,516.87.
[Certified Bid Tab](#)
[Contract.pdf](#)
9. Contract Award – Comeford Park Sidewalk and Lighting Project
Recommended Motion: I move to authorize the Mayor to award and execute the Comeford Park Sidewalk and Lighting Project contract with Reaper Construction Inc. in the amount of \$283,330.00 including sales tax and approve a management reserve of \$28,333.00 for a total allocation of \$311,663.00.
[Certified Bid Tabulation](#)
[Contract Draft](#)
10. Contract Award - Cedarcrest Golf Course Irrigation Replacement Project
Recommended Motion: I move to authorize the Mayor to award and execute the Cedarcrest Golf Course Irrigation Replacement Project contract with Terra Dynamics Inc. in the amount of \$3,858,829.00 including sales tax and approve a management reserve of \$385,882.90 for a total allocation of \$4,244,711.90.
[Tabulation of Quotes.pdf](#)
[Contract.pdf](#)
[Vicinity Map.pdf](#)

11. Contract Award - Cedarcrest Pump Replacement
Recommended Motion: I move to authorize the Mayor to award and execute the Cedarcrest Pump Replacement contract with PumpTech, LLC in the amount of \$232,477.05 and approve a management reserve of \$23,247.71 for a total allocation of \$255,724.76.
[Bid Tabulation_Cedarcrest Pump Replacement.pdf](#)
[Cedarcrest Pump Replacement - PumpTech Contract DRAFT.pdf](#)

Public Hearings

New Business

12. An **Ordinance** Adopting an Interim Zoning Ordinance to Comply with Engrossed Second Substitute House Bill 5258 Pertaining to Unit Lot Subdivisions and Adopting a New Chapter 22G.095 Unit Lot Subdivisions to the Marysville Municipal Code
Recommended Motion: I move to adopt Ordinance No. _____.
[Memo re. Unit Lot Subdivision Interim Ordinance](#)
[Interim Ordinance - Unit Lot Subdivisions](#)
13. An **Ordinance** Adopting an Interim Zoning Ordinance to Comply with Engrossed House Bill 1337 Pertaining to Accessory Dwelling Units and Amending MMC Title 22 Unified Development Code by Repealing MMC Chapter 22C.180 Accessory Structures and Adopting New MMC Chapters 22C.180 Accessory Structures and 22C.185 Accessory Dwelling Units
Recommended Motion: I move to adopt Ordinance No. _____.
[Memo re. Interim Accessory Structure and Accessory Dwelling Unit Amendments](#)
[Interim Ordinance Accessory Structure and Accessory Dwelling Unit Amendments \(Exhibit 1\)](#)
14. An **Ordinance** Adopting an Interim Zoning Ordinance and other Interim Official Controls to Comply with Engrossed Second Substitute House Bill 1110 and Engrossed Substitute House Bill 2321 Pertaining to Middle Housing and Amending Impacted Titles of the Marysville Municipal Code
Recommended Motion: I move to adopt Ordinance No. _____.
[Memo re. Middle Housing Interim Ordinance](#)
[Interim Ordinance Middle Housing](#)
15. An **Ordinance** Amending the 2025-2026 Biennial Budget and Providing for the Increase/Decrease of Certain Expenditure Items as Budgeted for in Ordinance 3325
Recommended Motion: I move to adopt Ordinance No _____.
[June 2025 Budget Amendment Memo.docx](#)
[062325 BA OrdinanceR.pdf](#)
16. Grant Agreement with the Washington State Military Department for Emergency Preparedness Outreach to Limited English Proficiency Populations
Recommended Motion: I move to authorize the Mayor to sign and execute the Emergency Management Performance Grant Agreement.
[Proposed Contract_approved.pdf](#)
17. July 1, 2025, to July 1, 2026, Property, Pollution and Cyber Insurance Renewal

Recommended Motion: I move to authorize the Mayor to sign and bind the annual Property, Cyber, and Pollution renewal for policies effective July 1, 2025 in an amount not to exceed of \$456,615.

[2025-2026-City of Marysville APIP Proposal \(full proposal with final TIV\).pdf](#)

18. Supplemental No. 1 to the Professional Services Agreement with BHC Consultants, LLC for the WWTP Chemical Tank Replacement Project

Recommended Motion: I move to authorize the Mayor to sign and execute the Supplemental Agreement No. 1 to the Professional Services Agreement with BHC Consultants, LLC for the WWTP Chemical Tank Replacement project.

[PSA_SuppSF.pdf](#)

[Original Contract for Reference.pdf](#)

19. An **Ordinance** Regarding Parking Time Regulations and Amending Section 11.08.170 of the Municipal Code

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

[Ordinance - Parking Time Limits.pdf](#)

Legal

Mayor's Business

Staff Business

Call on Councilmembers and Committee Reports

Adjournment/Recess

Executive Session

A. Litigation

B. Personnel

C. Real Estate

Reconvene

Adjournment

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



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 23, 2025

SUBMITTED BY: Communications Officer Connie Mennie, Executive

ITEM TYPE: Proclamation

AGENDA SECTION: **Presentations**

SUBJECT: Proclamation Declaring July 2025 Parks and Recreation Month in Marysville

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:

[PROCLAMATION Parks and Recreation Month 2025.pdf](#)

PROCLAMATION

Declaring July 2025 Parks and Recreation Month in Marysville

- WHEREAS, parks and recreation promote health and wellness, promoting time spent in nature and leading to active communities and improving the physical and mental health of Marysville residents and visitors; and
- WHEREAS, Marysville parks provide a variety of passive and active spaces for children, families and individuals to connect with nature and recreate outdoors; and
- WHEREAS, parks and recreation programs and activities, such as out-of-school time programs, youth sports and other events, are critical to childhood development; and
- WHEREAS, parks and recreation programs contribute to our community's economic prosperity through increased property values, increased tourism, attraction and retention of businesses, and crime reduction; and
- WHEREAS, parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development and produce habitat for wildlife; and
- WHEREAS, the City of Marysville's Parks, Culture and Recreation Department focuses on enhancing our community quality of life by providing beautiful parks, open spaces, and exceptional recreational, athletic and cultural programs; and
- WHEREAS, Marysville's robust Parks, Culture and Recreation program is supported by a talented and hardworking cadre of full-time professional staff, seasonal employees and volunteers including those serving on the Parks & Recreation Advisory Board;

NOW, THEREFORE I, JON NEHRING, MAYOR, on behalf of the City Council and our community, do hereby proclaim July 2025 as

NATIONAL PARKS AND RECREATION MONTH

in the City of Marysville. I encourage Marysville residents and visitors to enjoy the benefits of our city's 33 parks and trails along with year-round cultural and recreational programs, and thank our Parks, Culture and Recreation staff for their hard work throughout the year.

Under my hand and seal this 23rd day of June, 2025.

THE CITY OF MARYSVILLE

Jon Nehring, Mayor



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 23, 2025

SUBMITTED BY: Chari Taber, City Clerk

ITEM TYPE: Minutes

AGENDA SECTION: Approval of Minutes

SUBJECT: May 27, 2025, City Council Meeting Minutes

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[CC 05272025.docx](#)

City Council



501 Delta Ave
Marysville, WA 98270

**Regular Meeting
May 27, 2025**

Call to Order

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

Invocation

Pastor Aaron Thompson of Marysville Foursquare Church gave the invocation.

Pledge of Allegiance

Mayor Nehring led the Pledge of Allegiance.

Roll Call

Present:

Mayor: Jon Nehring

Council: Councilmember Condyles, Councilmember King, Councilmember Richards, Councilmember Muller, Councilmember Norton

Staff: City Administrator Jennifer Stapleton, Interim Community Development Director Jeff Wilson, Finance Director Jennifer Ferrer-Santa Ines, Communications Manager Connie Mennie, IT Director Stephen Doherty, Deputy City Attorney Burton Eggertsen, Systems and Database Analyst Will Kaiser, Assistant Police Chief Lawless, Engineering Services Director Jeff Laycock

Absent: Council President Stevens, Councilmember James

Motion to excuse the absence of Council President Stevens and Councilmember James moved by Councilmember Richards seconded by Councilmember King.

AYES: ALL

Approval of the Agenda

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

AYES: ALL

Presentations

Public Comment

Approval of Minutes

1. April 28, 2025, City Council Meeting Minutes

CC 04282025.docx

Motion to approve April 28, 2025, City Council Meeting Minutes moved by Councilmember Richards seconded by Councilmember King.

AYES: ALL

Consent

2. May 7, 2025, Claims in the Amount of \$815,385.35 Paid by EFT Transactions and Check Numbers 177527 through 177658 with Check Numbers 165418, 166499, 168075, 169569, 169776, 170122 and 177326 Voided

050725.rtf

3. May 9, 2025 Payroll in the Amount of \$2,107,215.47 Paid by EFT Transactions and Check Numbers 35668 through 35695
4. May 14, 2025, Claims in the Amount of \$756,023.53 Paid by EFT Transactions and Check Numbers 177659 through 177827 with Check Numbers 170355 and 177552 Voided

051425.rtf

Motion to approve Consent Agenda items 2, 3, and 4 moved by Councilmember Norton seconded by Councilmember Richards.

AYES: ALL

Review Bids

Public Hearings

New Business

5. Subaward Between the Tulalip Tribes of Washington and the City of Marysville to Implement Portions of the Tulalip Fish Passage Collaborative I Project.
*Resubmittal of Subaward with all referenced exhibits.

Final Subaward with Exhibit A, B, C.pdf

Motion to authorize the Mayor to sign and execute the Subaward with the Tulalip Tribes of Washington moved by Councilmember Richards seconded by Councilmember Norton.

AYES: ALL

6. Revised Local Agency Agreement and Prospectus with WSDOT for the 67th Ave NE (Grove St to 88th St NE) project

Revised LAA & Prospectus 67th Ave NE to 88th St NE--City Executed.pdf

Director Laycock reviewed this item and responded to clarification questions.

Motion to ratify the Mayor's execution of the revised Local Agency Agreement and Prospectus with WSDOT for the 67th Ave NE (Grove ST to 88th St NE) project moved by Councilmember Norton seconded by Councilmember King.

AYES: ALL

7. Interlocal Agreement between City of Marysville and Snohomish County to Provide Information Technology Services

Marysville ILA 2025 with WO_final AATF.pdf

Snohomish County_City of Marysville_25-26 GL, Ex, Cyber, Stop_5-21-2025.pdf

IT Director Dougherty reviewed this item for renewal of the agreement with Snohomish County for connectivity into the intergovernmental network.

Motion to authorize the Mayor to sign and execute the interlocal agreement with Snohomish County for IT Services moved by Councilmember Richards seconded by Councilmember King.

AYES: ALL

Legal

Mayor's Business

Mayor Nehring had the following comments:

- He appreciates everyone's work getting the spray park open.
- The Memorial Day event yesterday was really nice. Thanks to everyone who participated in that.
- AWC Legislative Affairs Committee is underway.

- PSRC General Assembly was last Thursday in Saturday.
- The Public Works Utilities and Maintenance Director position is in the final round of interviews.
- The ribbon cutting for 528 is being moved to the middle of July.

Staff Business

None

Call on Councilmembers and Committee Reports

Councilmember Condyles had no comments.

Councilmember King:

- He reported on the recent Solid Waste Advisory Committee meeting where they discussed an upcoming rate increase imposed by Snohomish County Council for dumping fees.
- He reported on a recent Parks Board meeting. They reviewed results from the public survey showing that the main priorities are trails and open space. Construction at Mother Nature's Window will be starting in August for parking, trails, and fence. Parks held an open house for the inclusive playground.
- MaryFest took the festival float up to the Hyack Festival. This weekend they are taking it to Mason County for the logging festival.

Councilmember Richards had no comments.

Councilmember Muller asked if Pinnacle is still coming next week. Mayor confirmed there would be an extensive conversation next Monday around the waterfront.

Councilmember Norton reported on the Public Safety Committee meeting where they discussed the Code Enforcement Team in Marysville and the great work they are doing. Finance Committee also met and had an update on sales tax, construction, and non-construction numbers.

Adjournment

Motion to adjourn the meeting at 7:18 p.m. moved by Councilmember Richards seconded by Councilmember King.

AYES: ALL

Approved this _____ day of _____, 2025



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 23, 2025

SUBMITTED BY: Chari Taber, City Clerk

ITEM TYPE: Minutes

AGENDA SECTION: Approval of Minutes

SUBJECT: June 2, 2025, City Council Work Session Minutes

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[WS 06022025.docx](#)

City Council



501 Delta Ave
Marysville, WA 98270

Work Session Minutes

June 2, 2025

Call to Order

Mayor Nehring called the work session 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 (online), Councilmember Mark James, Councilmember Tom King, Council President Michael Stevens, Councilmember Kelly Richards, Councilmember Steve Muller, Councilmember Kamille Norton

Staff: City Administrator Jennifer Stapleton, City Attorney Jon Walker, Parks & Recreation Director Tara Mizell, Engineering Services Director Jeff Laycock, IT Director Stephen Doherty, Assistant Police Chief Lawless, Communications Manager Connie Mennie, Finance Director Jennifer Ferrer-Santa Ines, Systems and Database Analyst Will Kaiser, Associate Planner Kathryn Bird

Approval of the Agenda

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

AYES: ALL

Motion to waive normal rules and allow action on item 3 moved by Councilmember Richards seconded by Councilmember Norton.

AYES: ALL

Presentations

- A. Economic Impact Analysis & Market Study Report for a Proposed Multipurpose Indoor Sports Facility

Marysville_Economic_Impact_Analysis___Market_Study_Report.pdf

Norm Gill from Pinnacle Indoor Sports made a presentation regarding a proposed multipurpose indoor sports facility at the Riverwalk site which is only a concept at this point. He provided a high level overview of the scope of work completed including a market feasibility study, an economic impact analysis; and financial model. The market study indicated that unmet facility need/demand exists for an indoor multipurpose sports facility with hard courts (for both sports tourism purposes and local use). Key factors are that it meets regional sports tourism needs, meets local needs, could double as an event center space, would operate year-round, and land is available. He reviewed the proposed facility design and discussed parking concerns and funding models of other facilities they have worked with including public-private partnerships.

Questions and answers followed regarding various topics including hotel room needs, potential economic benefits to Marysville versus surrounding communities, reasons other facilities have failed, the economic development tool used by Quincy, and the feasibility of combining this with a hotel and multifamily housing.

Mayor Nehring commented on the background of the idea for this project. He discussed concerns about funding methods and noted that more discussion was needed. City Administrator Stapleton added that the cost of the land would need to be addressed when looking at capital costs of the project.

Additional questions followed regarding the economic benefit of local versus regional use, parking needs, and potential competition. Mayor Nehring thanked Mr. Gill for the presentation.

Public Comment

None.

Discussion Items

1. Amendments to MMC Chapter 11.52 Commute Trip Reduction (CTR) Plan, and adoption of the 2024 - 2029 Commute Trip Reduction Plan (CA25-0006)

Council Workshop Memo-CTR Amendments 2.pdf

Kathryn Bird presented amendments to the Commute Trip Reduction (CTR) Plan and proposed adoption of the 2024-2029 Commute Trip Reduction Plan. There were no comments or questions.

2. Middle Housing - Proposed Interim Ordinance

Memo re Middle Housing - Proposed Interim Ordinance

Principal Planner Gemmer reviewed the proposed interim ordinance on Middle Housing regulations. The final regulations are expected to come back to Council in September. There were no comments or questions. There was support from the Council to bring back interim regulations for consideration and address the final regulations in the fall.

Approval of Minutes

Consent

Review Bids

Public Hearings

New Business

3. A Resolution Amending the Current Pay Classifications and Grades or Ranges to Better Reflect the Workforce, Roles, and Needs of the City (Action Requested June 2, 2025)

City Administrator Stapleton reviewed this item related to a revised 2025 salary grid as contained in Council's packet. She highlighted new positions (Police Administrative Services Manager and Human Resources Business Manager), elimination of some positions, and reclassification of several other positions.

Mayor Nehring further spoke in support of the new positions and how they had looked at eliminations to help pay for them and even save some money. He spoke of the importance of continuing with responsible budgeting as much as possible.

Resolution - Salary Grid Update 5.30.2025 v2.docx

2025 Revised Salary Grids.pdf

Motion to adopt Resolution No. 2568 moved by Councilmember Norton seconded by Council President Stevens.

AYES: ALL

Legal

Mayor's Business

Staff Business

Finance Director Ferrer-Santa gave an update on the upcoming audit. She shared that the auditors are still in their planning phases and will send out communication to the Council letting them know the areas of focus for this year's audit.

Call on Councilmembers and Committee Reports

Councilmember Condyles had no comments.

Councilmember James expressed appreciation for the presentation by Norm Gill and the work on the salary grid.

Councilmember King reported on last week's Public Works meeting.

Council President Stevens had no additional comments.

Councilmember Richards:

- He reported on Public Works interviews.
- He congratulated Mayor Nehring on the new grandbaby.
- He congratulated 2025 graduates.

Councilmember Muller had no comments.

Councilmember Norton asked about next steps for the sports facility discussion. Mayor Nehring explained that staff wanted to allow them all some time to think about it and have further discussion at a later point.

Adjournment

Motion to adjourn the meeting at 8:29 p.m. moved by Councilmember Richards seconded by Councilmember Muller.

AYES: ALL

Approved this _____ day of _____, 2025



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 23, 2025

SUBMITTED BY: Chari Taber, City Clerk

ITEM TYPE: Minutes

AGENDA SECTION: Approval of Minutes

SUBJECT: June 9, 2025, City Council Meeting Minutes

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[CC 06092025.docx](#)

City Council



501 Delta Ave
Marysville, WA 98270

**Regular Meeting
Minutes
June 9, 2025**

Call to Order

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

Invocation

None

Pledge of Allegiance

Mayor Nehring led the Pledge of Allegiance.

Roll Call

Present:

Mayor: Jon Nehring

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

Staff: City Attorney Jon Walker, City Administrator Jennifer Stapleton, Police Chief Erik Scairpon, Communications Manager Connie Mennie, Finance Director Jennifer Ferrer-Santa Ines, Interim Community Development Director Jeff Wilson, Parks & Recreation Director Tara Mizell, I.S. Analyst Elliot Jacobson, IT Director Stephen Doherty, Engineering Services Director Jeff Laycock, Assistant Police Chief Lawless

Approval of the Agenda

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

AYES: ALL

Presentations

A. Swearing-in of Police Sergeant David Allen

Oath Police Sgt David Allen.docx

Chief Scairpon introduced Sgt. David Allen who was then sworn in by Mayor Nehring.

Public Comment

None

Approval of Minutes

1. May 5, 2025, City Council Work Session Minutes

WS 05052025.docx

Commissioner Richards pointed out that under Councilmember Comments his and Councilmember's reference to "RAT" should be "RAP".

Motion to approve the May 5, 2025, City Council Work Session Minutes as amended moved by Councilmember King seconded by Councilmember Richards.

AYES: ALL

2. May 12, 2025, City Council Meeting Minutes

CC 05122025.docx

Motion to approve the May 12, 2025, City Council Meeting Minutes moved by Councilmember James seconded by Councilmember Richards.

AYES: ALL

Consent

3. May 21, 2025, Claims in the Amount of \$2,095,925.74 Paid by EFT Transactions and Check Numbers 177828 through 177942 with Check Numbers 165820, 165997, 16599, 166812, 166924, 168663, 16191, and 173787 Voided

052125.rtf

4. May 23, 2025, Payroll in the Amount of \$2,016,586.61 Paid by EFT Transactions and Check Numbers 35696 through 35717

5. May 28, 2025, Claims in the Amount of \$1,396,893.77 Paid by EFT Transactions and heck Numbers 177943 through 178080 with Check Numbers 141516, 163974, 165207, 167546, 169553, 169818, 175411, 176910, and 177926 Voided

[052825.rtf](#)

6. May 29, 2025, Claims in the Amount of \$58,610.00 Paid by Check Number 17808

[052925.rtf](#)

Motion to approve the Consent Agenda moved by Councilmember Condyles seconded by Councilmember King.

AYES: ALL

Review Bids

7. [Contract Award - Riverwalk Phase 1 Fill Project](#)

[PW Contract.pdf](#)

[Certified Bid Tab.pdf](#)

Director Laycock reviewed the contract for the Riverwalk Phase 1 Fill Project with Reece Construction. He responded to questions about the engineers estimate and bid amount.

Motion to authorize the Mayor to sign and execute the Riverwalk Phase 1 Fill Project contract with Reece Construction Company moved by Councilmember Muller seconded by Councilmember James.

AYES: ALL

8. [Contract Award – Mother Nature's Window](#)

[P1503_Draft Contract_Matia.pdf](#)

[P1503_MNWP_Bid Tab.pdf](#)

Director Laycock reviewed this item regarding Mother Nature's Window park restoration.

Motion to authorize the Mayor to sign and execute the Mother Nature's Window, Phase 1 of the Park Restoration contract with Matia Contractors, Inc. moved by Councilmember Norton seconded by Councilmember Condyles.

AYES: ALL

Public Hearings

New Business

9. Interlocal Agreement with Marysville School District for School Resource Officers

MPD and MSD Interlocal for 2025-2026.pdf

Assistant Chief Lawless reviewed this interlocal agreement with the school district for providing school resource officers. It is very similar to last year.

Motion to authorize the Mayor to sign and execute the agreement with Marysville School District moved by Councilmember Richards seconded by Council President Stevens.

AYES: ALL

10. Interlocal with the Snohomish Regional Drug Task Force and the Marysville Police Department.

2025 SRDTF ILA.pdf

Asst. Chief Lawless reviewed this agreement with the Snohomish Regional Drug Task Force.

Councilmember Richards asked why Marysville doesn't have anyone on the task force. Asst. Chief Lawless explained it has to do with staffing levels.

Councilmember King asked how the amount is calculated. Asst. Chief Lawless explained it is population based.

Motion to authorize the Mayor to sign and execute the agreement with the Snohomish Regional Drug Task Force moved by Councilmember King seconded by Councilmember James.

AYES: ALL

11. Purchase Order - 2026 Peterbilt 548 Cab/Chassis & Loader Body for Asphalt Patch Truck

PO Binder - 2026 Peterbilt 548.pdf

Director Laycock reviewed this order for a new Peterbilt 548 Cab/Chassis and Loader Body.

Councilmember King asked if the old one would be surplus. Director Laycock confirmed it would be.

Motion to authorize the Mayor to sign and execute the purchase order for a 2026 Peterbilt 548 Cab/Chassis and Loader Body in the amount of \$330,563.39 plus

applicable sales tax, licensing and registration moved by Councilmember Norton seconded by Councilmember Richards.

AYES: ALL

12. [Supplemental Agreement No. 7 to the Professional Services Agreement with Perteet, Inc. for the Riverwalk Project](#)

[Perteet Supplemental No.7.pdf](#)

[Original Contract for Reference.pdf](#)

Director Laycock reviewed this Professional Services Agreement with Perteet for the Riverwalk Project.

Motion to authorize the Mayor to sign and execute Supplemental Agreement No. 7 to the Professional Services Agreement with Perteet, Inc. for the Riverwalk Project moved by Council President Stevens seconded by Councilmember Muller.

AYES: ALL

13. [Local Agency Agreement and Project Prospectus with WSDOT for the Marysville Middle School - 49th Dr NE \(south of Grove St\) Safe Routes to School Project](#)

[LAA & Prospectus.pdf](#)

Director Laycock reviewed this item related to a Safe Walks to Schools project near the current Marysville Middle School.

Motion to authorize to sign and execute the Local Agency Agreement and Project Prospectus with WSDOT moved by Councilmember Muller seconded by Councilmember Condyles.

AYES: ALL

[Legal](#)

[Mayor's Business](#)

Mayor Nehring had the following comments:

- He gave an abbreviated State of the City to Marysville business leaders on Thursday morning. It's great to see thriving business owners meeting together. He really enjoyed it.
- Some Council and staff members went on a tour of the Amazon facility last Friday. He found it very interesting. He expressed appreciation for the tour and for the charitable support.
- They heard from WSDOT that they finished a day early this week.
- He commended Councilmember Condyles who wrote a fantastic article on Asbury Field.

Staff Business

None

Call on Councilmembers and Committee Reports

Councilmember Condyles:

- It's good to be back from his vacation. It was a great trip.
- He attended Poochella on Saturday. It was a wonderful event.

Councilmember James also commended Councilmember Condyles for the article. Councilmember Condyles recognized Daniel for his help with this.

Councilmember King:

- Congrats to Sgt. Allen.
- He raised a concern about speeders on 88th Street.
- Strawberry Festival starts next week. Thanks to the City and the School District for their support.

Council President Stevens noted how active the park is right now. He commended everyone involved with that.

Councilmember Richards:

- The Amazon tour was amazing with a lot of robots and a lot of employees.
- He noted Saturday is Flag Day.
- He is looking forward to Strawberry Festival.
- Congratulations to Sgt. Allen.
- He raised a concern about the sign code. He suggested that people should be allowed to put candidate signs in the right of way in front of their own house without needing a sticker.

Councilmember Muller:

- Great promotion tonight.
- Last Thursday the Food Bank had their annual fundraiser. There was great support from police, fire, and city staff. Thanks to everyone for the support.

Councilmember Norton agreed that Amazon was fascinating.

Adjournment

Motion to adjourn at 7:31 p.m. moved by Councilmember James seconded by Councilmember Muller.

AYES: ALL

Approved this _____ day of _____, 2025



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 23, 2025

SUBMITTED BY: Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: June 4, 2025, Claims in the Amount of \$2,030,454.29 Paid by Check Numbers 178082 through 178195 with Check Numbers 167024, 167913, 167949, 168741, 173220, 173429, and 173757 Voided

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:

[060425.rtf](#)

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 6/4/2025 TO 6/4/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
178082	CHASE	COURTHOUSE REFUNDING - LTGO20B	INTEREST & OTHER	33,700.00
178083	FIRST AMERICAN TITLE	CLOSING FUNDS	GMA - STREET	50,141.46
178084	PREMERA BLUE CROSS	CLAIMS PAID 5/11 TO 5/17/25	MEDICAL CLAIMS	122,382.13
178085	LICENSING, DEPT OF	FIREARMS SECTION - CPL	INTERGOVERNMENTAL	651.00
178086	US BANK	MARLTGOREF13-156TH	INTEREST & OTHER	71,562.50
178087	US BANK	MARLTGOREF16	INTEREST & OTHER	16,100.00
178088	US BANK	MARLTGO18B - CIVIC CAMPUS	INTEREST & OTHER	724,250.00
178089	US BANK	MARLTGO18 - STREETS	INTEREST & OTHER	185,134.38
178090	US BANK	MARLTGO20A - CIVIC CAMPUS	INTEREST & OTHER	146,750.00
178091	US BANK	MARLID7114	INTEREST & OTHER DEBT	51,667.50
	US BANK		REDEMPTION LONG TERM	290,000.00
178092	DUNFORD, TARA	2024 ACFR REVIEW	FINANCE-GENL	1,657.50
178093	911 SUPPLY INC.	UNIFORMS	POLICE PATROL	242.38
	911 SUPPLY INC.		POLICE PATROL	629.66
178094	ACLARA TECHNOLOGIES	WIRELESS FIELD PROGRAM COIL	METER READING	884.50
178095	ADVANCED CONCEPTS	REFUND - CREDIT CARD FEE	COMMUNITY DEVELOPMENT	18.50
178096	ALEXANDER PRINTING	PRINT SERVICE	POLICE PATROL	90.69
	ALEXANDER PRINTING	BUSINESS CARDS	SOURCE OF SUPPLY	102.83
178097	ALLIANT INSURANCE	NOTARY BOND - CRUTCHER	RISK MANAGEMENT	50.00
178098	ARC SERVICES LLC	TRAINING	POLICE TRAINING-FIREARMS	2,350.00
178099	ATI RESTORATION, LLC	RETAINAGE	GENERAL FUND	4,303.31
178100	BACKFLOW APPARATUS	REPLACEMENT ASSEMBLY	SEWER LIFT STATION	468.59
178101	BHC CONSULTANTS	PROFESSIONAL SERVICE	SEWER CAPITAL PROJECTS	6,056.25
	BHC CONSULTANTS		SEWER LIFT STATION	6,552.65
178102	BURTIS, MICHAEL	MASTER INSTRUCTOR SCHOOL	DETENTION & CORRECTION	374.00
178103	BUTTERFIELD INVESTMENT	UB REFUND	GARBAGE	255.18
178104	CALIFORNIA STATE	UNCLAIMED PROPERTY	PARKS-RECREATION	5.00
178105	CALLAHAN, KALEB	REIMBURSEMENT - MEAL	UTIL ADMIN	20.00
178106	CATCHINGS, CHASTITY	REFUND - BARN RENTAL	PARKS-RECREATION	125.00
178107	CHAPARRO, BRIAN	REIMBURSEMENT - MILEAGE	OVERHEAD	238.00
	CHAPARRO, BRIAN	REIMBURSEMENT - EXAM, TEST	UTIL ADMIN	335.75
178108	CHARM-TEX, INC.	JAIL SUPPLIES	DETENTION & CORRECTION	94.90
178109	CIVICPLUS	CIVIC PLUS RENEWAL	COMPUTER SERVICES	43,561.26
178110	COMCAST	ACCT #8498310021752089	COMPUTER SERVICES	598.64
178111	COOP SUPPLY	HOG RINGS, PLIERS	MAINT OF GENL PLANT	29.51
	COOP SUPPLY	TOPSOIL, SUN AND SHADE, COMPOST	WATER RESERVOIRS	58.34
	COOP SUPPLY	SUN AND SHADE LAWN	WATER SERVICES	149.87
	COOP SUPPLY	TOPSOIL, SUN AND SHADE, COMPOST	WATER SERVICES	253.37
178112	CORE & MAIN LP	METER BOXES	WATER SERVICES	3,246.64
178113	CORNERSTONE HOMES NW	REFUND - ROW PERMIT	COMMUNITY DEVELOPMENT	18.01
	CORNERSTONE HOMES NW		STREET-NON/BUS LIC &	667.00
178114	CORRECTIONS, DEPT OF	DOC WORK	SOURCE OF SUPPLY	83.76
	CORRECTIONS, DEPT OF		PARK & RECREATION FAC	109.19
	CORRECTIONS, DEPT OF		PARK & RECREATION FAC	277.01
	CORRECTIONS, DEPT OF		ROADSIDE VEGETATION	348.36
178115	COUNTRY GREEN TURF	ROADSIDE VEGETATION	ROADSIDE VEGETATION	121.18
178116	COUNTRY SUPPLIER	PARTS	PARK & RECREATION FAC	1.64
	COUNTRY SUPPLIER	UNIFORM - LANCE	UTIL ADMIN	180.26
	COUNTRY SUPPLIER	FLAT BRAKE GRINDE	ROADSIDE VEGETATION	328.19
178117	CRYSTAL SPRINGS	WATER COOLER RENTAL	SEWER MAIN COLLECTION	26.78
	CRYSTAL SPRINGS		WASTE WATER TREATMENT	66.40
178118	DAILY JOURNAL OF COM	ADVERTISEMENT	GOLF CAPITAL OUTLAY	646.60

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 6/4/2025 TO 6/4/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
178119	DANDY ELECTRIC LLC	REFUND - DUPLICATE REQUEST	COMMUNITY DEVELOPMENT	287.50
178120	DAVIS, SCOTT	UB REFUND	WATER/SEWER OPERATION	284.02
178121	E&E LUMBER	KEYS	NON-DEPARTMENTAL	8.47
	E&E LUMBER	SIDEWALK MAINTENANCE	SIDEWALK MAINTENANCE	9.10
	E&E LUMBER	BOLT LATCH	PARK & RECREATION FAC	12.32
	E&E LUMBER	CHALK REEL	SIDEWALK MAINTENANCE	16.95
	E&E LUMBER	BOLTS, KEAL, STRAPS	GOLF ADMINISTRATION	23.88
	E&E LUMBER	FACILITIES SUPPLIES	FACILITY MAINTENANCE	40.59
	E&E LUMBER	COBALT DRILL BIT	TRANSPORTATION	41.79
	E&E LUMBER	INSTALL EYEWASH STATION PARTS	PARK & RECREATION FAC	57.41
	E&E LUMBER	FASTENERS, DRILL BIT	PARK & RECREATION FAC	58.98
	E&E LUMBER	SCREWS	PARK & RECREATION FAC	103.97
	E&E LUMBER	CAULKING, ADHESIVE	PARK & RECREATION FAC	164.09
	E&E LUMBER	FOAMBOARDS	SIDEWALK MAINTENANCE	324.93
	E&E LUMBER	SIGN INSTALLATION	PARK & RECREATION FAC	422.97
178122	ECO ELECTRIC & PLUMB	REFUND - OUTSIDE LIMITS	NON-BUS LICENSES AND	490.00
178123	ECOLOGY, DEPT. OF	SAFETY INSPECTION FEE	STORM DRAINAGE	1,208.00
178124	ELLIS, BRANDY	REIMBURSEMENT - MILEAGE	GMA - STREET	19.80
	ELLIS, BRANDY		GMA - STREET	29.80
178125	ENTERPRISE, DEPT OF	LOCAL GOV SELF INSURANCE	MEDICAL CLAIMS	256.42
178126	EVERETT, CITY OF	UNDER PAID ORIGINAL INV	WASTE WATER TREATMENT	0.20
178127	FIDELITY NATIONAL	PARTIAL RECONVEYANCE FEE	GMA - STREET	496.35
178128	GIBBS, REBEKAH	TRAINING	POLICE INVESTIGATION	391.00
178129	GIEBEL, TRAVIS	REIMBURSEMENT - EXAM	UTIL ADMIN	87.00
	GIEBEL, TRAVIS		UTIL ADMIN	106.00
	GIEBEL, TRAVIS	REIMBURSEMENT - CLASS PREP	UTIL ADMIN	108.01
178130	GRAINGER	PIPE INSULATION	SEWER LIFT STATION	84.73
	GRAINGER	BOTTLE FILLER	WASTE WATER TREATMENT	1,517.11
178131	GRANITE CONST	ASPHALT	ROADWAY MAINTENANCE	143.49
178132	GREENSHIELDS INDS	SWIVEL HOOK	WATER DIST MAINS	164.85
178133	GRITTON, DENISE	REFUND - TAP	PARKS-RECREATION	14.00
178134	HALLBERG, CHARISE	REFUND - OPERA HOUSE DEPOSIT	GENERAL FUND	500.00
178135	HD FOWLER COMPANY	HOSE CLAMP	WATER SERVICES	49.10
	HD FOWLER COMPANY	PVC PLUG. BOLT KIT	WATER DIST MAINS	58.34
	HD FOWLER COMPANY	POLY PIPE, HOSE CLAMP	WATER SERVICES	92.84
	HD FOWLER COMPANY	LANDSCAPE APPLICATION FLAGS	PARK & RECREATION FAC	256.97
	HD FOWLER COMPANY	BRASS ELBOW	WATER SERVICES	415.12
	HD FOWLER COMPANY	COUPLING, BOLT KIT, GASKET	WATER DIST MAINS	1,064.64
	HD FOWLER COMPANY	VALVE INSTALLATION	WATER SUPPLY MAINS	1,308.06
	HD FOWLER COMPANY	WRENCH, COUPLING, TAPE	WATER SERVICES	2,298.94
178136	HERC RENTALS INC	SCISSOR LIFT	PARK & RECREATION FAC	459.48
	HERC RENTALS INC	BOOM LIFT	ROADSIDE VEGETATION	2,245.72
178137	HESS, TERRI	UB REFUND	WATER/SEWER OPERATION	152.48
178138	HOTS, ROGER	UB REFUND	WATER/SEWER OPERATION	471.11
178139	JENSEN, APRIL	UB REFUND	WATER/SEWER OPERATION	342.38
178140	JOHNSTON, ROSS	EXPENSE REIMBURSEMENT	SOLID WASTE OPERATIONS	20.00
178141	KALLICOTT, MATTHEW	REIMBURSEMENT - EXAM FEE	UTIL ADMIN	106.00
178142	KANEHEN, GREGORY	CHAPLAIN STIPEND - APRIL	POLICE ADMINISTRATION	750.00
178143	KASABI, ETI IVERSON	UB REFUND	WATER/SEWER OPERATION	215.49
178144	LANGUAGE LINE	TRAINING - THAMMARAT	POLICE TRAINING-FIREARMS	190.00
178145	LARSEN, BRIDGETTE	REIMBURSEMENT - TRAINING	EXECUTIVE ADMIN	62.44
	LARSEN, BRIDGETTE	REIMBURSEMENT - TRANSPORTATION	EXECUTIVE ADMIN	237.68

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 6/4/2025 TO 6/4/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
178146	LASTING IMPRESSIONS	SOCCER T-SHIRTS	RECREATION SERVICES	21.92
	LASTING IMPRESSIONS	CADETS UNIFORM	POLICE PATROL	107.34
	LASTING IMPRESSIONS	CADETS UNIFORMS	POLICE PATROL	525.58
178147	LIFETIME HEATING & A	REFUND - CC FEE	COMMUNITY DEVELOPMENT	3.19
178148	LOOMIS	ARMORED CAR SERVICE	POLICE ADMINISTRATION	177.45
	LOOMIS		COMMUNITY	177.45
	LOOMIS		UTILITY BILLING	177.45
	LOOMIS		MUNICIPAL COURTS	177.45
	LOOMIS		GOLF ADMINISTRATION	346.40
178149	LOWES HIW INC	HAND TOOLS	WATER DIST MAINS	215.86
178150	MALLAHAN, MARK	REIMBURSEMENT - MEAL	UTIL ADMIN	20.00
178151	MONROE, KATIE	REFUND - WEDDING DEPOSIT	GENERAL FUND	500.00
178152	NATIONAL BARRICADE	STREET NAME SIGNS	TRANSPORTATION	87.83
	NATIONAL BARRICADE	STREET NAME SIGNS	TRANSPORTATION	288.57
	NATIONAL BARRICADE		TRANSPORTATION	303.30
178153	NORDSTROM HEATING	REFUND - PERMIT WITHDRAWAL	COMMUNITY DEVELOPMENT	80.50
178154	PACIFIC PLUMBING	CREDIT FOR INV 51805358	GOLF ADMINISTRATION	-415.45
	PACIFIC PLUMBING	NEW TOILET/PARTS	GOLF ADMINISTRATION	1,557.41
178155	PACIFIC POWER BATTER	BATTERIES	PARK & RECREATION FAC	42.01
178156	PEACE OF MIND	COUNCIL SPECIAL MEETING	CITY CLERK	129.20
	PEACE OF MIND	COUNCIL MEETINGS - WORK/REGULAR	CITY CLERK	144.40
	PEACE OF MIND	COMMISSION MEETING	COMMUNITY	155.80
	PEACE OF MIND	COUNCIL - REGULAR MEETING	CITY CLERK	171.00
	PEACE OF MIND	COUNCIL MEETINGS - WORK/REGULAR	CITY CLERK	239.40
	PEACE OF MIND	COUNCIL WORK SESSION	CITY CLERK	315.40
178157	PENWAY MEDIA	LAND USE NOTICE SIGNS	COMMUNITY	858.57
178158	PH CONSULTING LLC	PROFESSIONAL SERVICE	GMA - STREET	1,172.50
178159	PLATT ELECTRIC	PARTS FOR CONFERENCE ROOM	UTIL ADMIN	51.82
	PLATT ELECTRIC	COMEFORD RR LIGHTS	PARK & RECREATION FAC	114.30
	PLATT ELECTRIC	DRILL BIT SET	WASTE WATER TREATMENT	120.31
178160	POLICE & SHERIFFS PR	ID CARDS	GENERAL FUND	-1.75
	POLICE & SHERIFFS PR		DETENTION & CORRECTION	20.35
178161	PROVIDENCE EVERETT M	INMATE MEDICAL CARE	DETENTION & CORRECTION	604.35
	PROVIDENCE EVERETT M		DETENTION & CORRECTION	2,284.00
	PROVIDENCE EVERETT M		DETENTION & CORRECTION	3,021.75
178162	PROVIDENCE EVERETT M		DETENTION & CORRECTION	3,579.59
	PROVIDENCE EVERETT M		DETENTION & CORRECTION	8,521.50
178163	PUD	ACCT #204933311	PUMPING PLANT	50.57
	PUD	ACCT #202220760	GOLF ADMINISTRATION	52.94
	PUD	ACCT #200998532	PARK & RECREATION FAC	56.15
	PUD	ACCT #202791166	PUMPING PLANT	62.59
	PUD	ACCT #224162602	PARK & RECREATION FAC	64.98
	PUD	ACCT #201380995	PUMPING PLANT	66.69
	PUD	ACCT #202368536	TRANSPORTATION	82.99
	PUD	ACCT #202183679	TRANSPORTATION	84.56
	PUD	ACCT #202102190	TRANSPORTATION	85.31
	PUD	ACCT #200869303	TRANSPORTATION	92.83
	PUD	ACCT #220153100	TRANSPORTATION	93.59
	PUD	ACCT #200800704	STREET LIGHTING	103.78
	PUD	ACCT #220298624	STREET LIGHTING	113.51
	PUD	ACCT #202572327	STREET LIGHTING	118.31
	PUD	ACCT #202689105	WASTE WATER TREATMENT	119.12

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 6/4/2025 TO 6/4/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
178163	PUD	ACCT #202294336	STREET LIGHTING	124.05
	PUD	ACCT #202030078	TRANSPORTATION	152.50
	PUD	ACCT #220731285	STREET LIGHTING	154.56
	PUD	ACCT #200084150	TRANSPORTATION	162.52
	PUD	ACCT #221100092	GMA - STREET	229.76
	PUD	ACCT #201639630	GOLF ADMINISTRATION	515.69
	PUD	ACCT #201147253	PUMPING PLANT	1,658.19
	PUD	ACCT #200303477	WATER FILTRATION PLANT	1,849.89
	PUD	ACCT #201577921	PUMPING PLANT	6,354.23
178164	REECE TRUCKING	CONCRETE DISPOSAL	SIDEWALK MAINTENANCE	226.94
	REECE TRUCKING		SIDEWALK MAINTENANCE	288.80
	REECE TRUCKING	BRUSH DUMP	ROADSIDE VEGETATION	315.60
	REECE TRUCKING	CONCRETE DISPOSAL	ROADWAY MAINTENANCE	372.26
	REECE TRUCKING		SIDEWALK MAINTENANCE	377.83
	REECE TRUCKING	WASHED UTILITY SAND	WATER DIST MAINS	438.05
178165	RHO, HEYINN	REFUND - ROW PERMIT	STREET-NON/BUS LIC &	667.00
178166	ROSE, JASON	REIMBURSEMENT - MEAL	SOLID WASTE OPERATIONS	60.00
	ROSE, JASON	REIMBURSEMENT - UNIFORM	SOLID WASTE OPERATIONS	159.95
178167	SHERWIN WILLIAMS	PAINT RECYCLING FEE	GMA-PARKS	178.21
178168	SIGMAN, MICHAEL	DENTAL PROCEDURE	POLICE ADMINISTRATION	249.00
	SIGMAN, MICHAEL	MEDICARE PREMIUMS REIMBURSEMENT	POLICE ADMINISTRATION	740.00
178169	SIMPSON, SIERRA	TRAVEL - VANCOUVER	DETENTION & CORRECTION	292.60
178170	SISKUN POWER EQUIPMENT	MOWING HEAD	ROADSIDE VEGETATION	178.00
178171	SMOKEY POINT CONCRETE	CONCRETE	SIDEWALK MAINTENANCE	1,236.22
	SMOKEY POINT CONCRETE		SIDEWALK MAINTENANCE	1,476.90
	SMOKEY POINT CONCRETE		SIDEWALK MAINTENANCE	2,028.28
178172	SNO CO AUDITOR	TEMPORARY CONSTRUCTION EASEMENT	GMA - STREET	308.50
178173	SNO CO CORRECTIONS	INMATE MEDICAL AT SCJ	DETENTION & CORRECTION	1,843.26
178174	SNO CO TREASURER	CRIME VICTIM/WITNESS FUNDS	CRIME VICTIM	779.19
178175	SOUND PUBLISHING	ADVERTISEMENT	UTILITY CONSTRUCTION	230.72
178176	SOUND PUBLISHING	ADVERTISING - MSVL RIVERFRONT	COMMUNITY	113.52
178177	SOUND PUBLISHING	ADVERTISING - MOA PA25-0009	COMMUNITY	6.76
178178	SOUND PUBLISHING	ADVERTISING - NOPH PA21-054	COMMUNITY	91.16
178179	SOUND PUBLISHING	ADVERTISEMENT	GOLF CAPITAL OUTLAY	213.28
178180	SOUND PUBLISHING		GMA-PARKS	203.08
178181	STILLAGUAMISH OUTDOOR	ADVERTISING	POLICE ADMINISTRATION	2,200.00
178182	SUMMIT LAW GROUP	GENERAL LABOR	PERSONNEL ADMINISTRATION	574.00
	SUMMIT LAW GROUP		PERSONNEL ADMINISTRATION	574.00
178183	TORKKOLA, DUANE & AR	UB REFUND	WATER/SEWER OPERATION	516.24
178184	TXLEY INC	JAIL SUPPLIES	DETENTION & CORRECTION	73.21
	TXLEY INC		DETENTION & CORRECTION	1,047.10
178185	VALDEZ CONSTRUCTION	RETAINAGE - PE01	UTILITY CONSTRUCTION	126,774.16
178186	VERIZON	AMR LINES	METER READING	462.37
178187	VESTIS GROUP INC.	LINEN SERVICE	OPERA HOUSE	241.30
178188	WA STATE TREASURER	PUBLIC SAFETY & BLDG REVENUE	INTERGOVERNMENTAL	591.50
	WA STATE TREASURER		GENERAL FUND	60,195.28
178189	WRIGHT, JEREMY	UB REFUND	WATER/SEWER OPERATION	198.42
178190	ZIPLY FIBER	ACCT #3606512517	STREET LIGHTING	69.22
178191	ZIPLY FIBER	ACCT# 3606515087	PARK & RECREATION FAC	97.54
178192	ZIPLY FIBER	ACCT #3606519123	WATER FILTRATION PLANT	175.47
178193	ZIPLY FIBER	ACCT #3606589493	POLICE INVESTIGATION	50.37
	ZIPLY FIBER		RECREATION SERVICES	50.37

DATE: 6/5/2025
TIME: 7:57:54AM

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 6/4/2025 TO 6/4/2025

PAGE: 6

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
178194	ZIPLY FIBER	ACCT #3606596212	MAINT OF GENL PLANT	97.13
178195	ZIPLY FIBER	ACCT #4253357893	SUNNYSIDE FILTRATION	133.32
	ZIPLY FIBER		SUNNYSIDE FILTRATION	144.43

WARRANT TOTAL: 2,031,922.79

ROSS JOHNSTON	167024	CHECK LOST/DAMAGED	20.00
DENISE GRITTON	167913	CHECK LOST/DAMAGED	14.00
KATIE MONROE	167949	CHECK LOST/DAMAGED	500.00
SHERWIN WILLIAMS	168741	CHECK LOST/DAMAGED	178.21
LAURA DENNEY & JEREMY WRIGHT	173220	CHECK LOST/DAMAGED	198.42
ETI & ANTHONY IVERSON	173429	CHECK LOST/DAMAGED	215.49
APRIL JENSEN & JEREMY HUBBARD	173757	CHECK LOST/DAMAGED	342.38

REASON FOR VOIDS: WARRANT TOTAL: \$2,030,454.29

INITIATOR ERROR
CHECK LOST/DAMAGED
UNCLAIMED PROPERTY



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 23, 2025

SUBMITTED BY: Karen Kussy, Finance

ITEM TYPE: Payroll

AGENDA SECTION: **Consent**

SUBJECT: June 10, 2025, Payroll, June 10, 2025, Miscellaneous Payroll and June 10, 2025, Void and Re-issue Payroll in the Amount of \$2,074,583.54 Paid by EFT Transactions and Check Numbers 35718 through 35750 with Check Number 35749 Voided.

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 23, 2025

SUBMITTED BY: Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: June 11, 2025, Claims in the Amount of \$636,328.50 Paid by Check Numbers 178196 through 178372 with Check Numbers 163893, 166063, 166659, 166764, 168385, 170635, 174185, 174618, 178056, and 178123 Voided

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:

[061125.rtf](#)

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM TO

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
0	PCARD ONE TIME PAY	AMAZON	POLICE PATROL	-448.49
	PCARD ONE TIME PAY	CREDIT FOR TRAINING	POLICE TRAINING-FIREARMS	-425.00
	PCARD ONE TIME PAY		POLICE TRAINING-FIREARMS	-425.00
	PCARD ONE TIME PAY	SIG SAUER TRAINING	POLICE TRAINING-FIREARMS	-345.00
	PCARD ONE TIME PAY	BAGS SUPPLIES	POLICE COMMUNITY	-310.65
	PCARD ONE TIME PAY	RETURN- UNIFORM BOOTS	CUSTODIAL SERVICES	-174.99
	PCARD ONE TIME PAY	IN/OUT BOARD REFUND	EXECUTIVE ADMIN	-143.97
	PCARD ONE TIME PAY	COMM VAN RETURN	TRIBAL GAMING-GENL	-53.47
	PCARD ONE TIME PAY	SUPPLIES	PLANNING & COMMUNITY DEV	1.09
	PCARD ONE TIME PAY	WEB SERVICES	COMPUTER SERVICES	1.41
	PCARD ONE TIME PAY	INSTACART CHARGE	RECREATION SERVICES	2.00
	PCARD ONE TIME PAY	SHIPPING	POLICE PATROL	2.28
	PCARD ONE TIME PAY	PARKING FOR ESW	EMBEDDED SOCIAL WORKER	3.00
	PCARD ONE TIME PAY		EMBEDDED SOCIAL WORKER	3.00
	PCARD ONE TIME PAY	TRAVEL TOLLS	POLICE PATROL	3.50
	PCARD ONE TIME PAY		POLICE PATROL	4.75
	PCARD ONE TIME PAY	INSTACART CHARGE	RECREATION SERVICES	5.00
	PCARD ONE TIME PAY	POSTAGE	STORM DRAINAGE	5.80
	PCARD ONE TIME PAY	ADVERTISING	COMMUNITY	5.94
	PCARD ONE TIME PAY	TRAVEL TOLLS	POLICE PATROL	6.00
	PCARD ONE TIME PAY	GREASE	PARK & RECREATION FAC	7.10
	PCARD ONE TIME PAY	TWIN LAKES GATE	GMA-PARKS	7.83
	PCARD ONE TIME PAY	KIWANIS SIGN INSTALLATION	PARK & RECREATION FAC	8.47
	PCARD ONE TIME PAY	TRAVEL TOLLS	POLICE PATROL	9.00
	PCARD ONE TIME PAY	ADVERTISING - META	HOTEL/MOTEL PARKS	10.87
	PCARD ONE TIME PAY	CARD READER INVEST	POLICE INVESTIGATION	10.93
	PCARD ONE TIME PAY	WATCH REPORT	POLICE INVESTIGATION	11.00
	PCARD ONE TIME PAY		POLICE INVESTIGATION	11.00
	PCARD ONE TIME PAY		EMBEDDED SOCIAL WORKER	11.00
	PCARD ONE TIME PAY	COFFEE CREAMERS	PLANNING & COMMUNITY DEV	12.27
	PCARD ONE TIME PAY	ADVERTISING	COMMUNITY	12.30
	PCARD ONE TIME PAY	TEEN NIGHT SUPPLIES	RECREATION SERVICES	12.42
	PCARD ONE TIME PAY	SUPPLIES FOR ESW	EMBEDDED SOCIAL WORKER	12.70
	PCARD ONE TIME PAY	AMAZON MUSIC	RECREATION SERVICES	13.12
	PCARD ONE TIME PAY	ADJUSTMENT CHARGE	PERSONNEL ADMINISTRATION	14.03
	PCARD ONE TIME PAY	KEY RING HOLDER	CUSTODIAL SERVICES	14.09
	PCARD ONE TIME PAY	MOVIE SUPPLIES	OPERA HOUSE	14.14
	PCARD ONE TIME PAY	MISC FASTENERS	PARK & RECREATION FAC	14.40
	PCARD ONE TIME PAY	INTERPRETER SERVICES	LEGAL - PROSECUTION	14.71
	PCARD ONE TIME PAY	SNACKS - LEADERSHIP TRAINING	PERSONNEL ADMINISTRATION	15.00
	PCARD ONE TIME PAY	SUPPLIES	RECREATION SERVICES	15.07
	PCARD ONE TIME PAY	OPERA HOUSE/MOVIE SUPPLIES	RECREATION SERVICES	15.51
	PCARD ONE TIME PAY	TWIN LAKES DEBRIS	GMA-PARKS	16.00
	PCARD ONE TIME PAY	CASE 25-22458	POLICE PATROL	16.03
	PCARD ONE TIME PAY	MOVIE	PARK & RECREATION FAC	16.68
	PCARD ONE TIME PAY	OFFICE SUPPLIES	COMMUNITY	17.31
	PCARD ONE TIME PAY	LEADERSHIP TRAINING SUPPLIES	PERSONNEL ADMINISTRATION	17.37
	PCARD ONE TIME PAY	FANS, CAR/PHONE CHARGING CABLES	UTIL ADMIN	17.51
	PCARD ONE TIME PAY	SUPPLIES	POLICE PATROL	17.53
	PCARD ONE TIME PAY	SHOP TOOLS	FACILITY MAINTENANCE	18.39
	PCARD ONE TIME PAY	MEDIA MEETING	POLICE ADMINISTRATION	19.07
	PCARD ONE TIME PAY	MOVIES	RECREATION SERVICES	19.65

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM TO

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
0	PCARD ONE TIME PAY	SAFETY COMMITTEE SNACKS	PERSONNEL ADMINISTRATION	19.74
	PCARD ONE TIME PAY	SUPPLIES	EMBEDDED SOCIAL WORKER	19.76
	PCARD ONE TIME PAY	SEATTLE TIMES DIGITAL SUBSCRIPTION	EXECUTIVE ADMIN	19.96
	PCARD ONE TIME PAY	TWIN LAKES DEBRIS	GMA-PARKS	20.00
	PCARD ONE TIME PAY	FUEL	POLICE PATROL	20.01
	PCARD ONE TIME PAY	NETTING REPAIR	PARK & RECREATION FAC	20.35
	PCARD ONE TIME PAY	TRASH BINS	CUSTODIAL SERVICES	20.51
	PCARD ONE TIME PAY	FOOD - SAFETY COMMITTEE	PERSONNEL ADMINISTRATION	20.72
	PCARD ONE TIME PAY	MOVIE	RECREATION SERVICES	21.83
	PCARD ONE TIME PAY	WALL FILES	UTIL ADMIN	21.86
	PCARD ONE TIME PAY	ADOBE PRO	POLICE INVESTIGATION	21.87
	PCARD ONE TIME PAY	MOVIE	RECREATION SERVICES	21.87
	PCARD ONE TIME PAY	CLEAN SWEEP COFFEE	UTIL ADMIN	21.88
	PCARD ONE TIME PAY	REFRESHMENTS	UTIL ADMIN	21.88
	PCARD ONE TIME PAY	WATCH REPORTS	EMBEDDED SOCIAL WORKER	22.00
	PCARD ONE TIME PAY	MISC	COMMUNITY	22.99
	PCARD ONE TIME PAY	JAIL HVAC REPAIR	DETENTION & CORRECTION	23.42
	PCARD ONE TIME PAY	FOOD -SHRED-A-THON	RECREATION SERVICES	23.50
	PCARD ONE TIME PAY	BAND MEAL	OPERA HOUSE	23.75
	PCARD ONE TIME PAY	HVAC COVER	FACILITY MAINTENANCE	24.06
	PCARD ONE TIME PAY	ADVERTISING	COMMUNITY	24.15
	PCARD ONE TIME PAY	SUPPLIES	POLICE PATROL	24.65
	PCARD ONE TIME PAY	DEBRIS DUMP	GMA-PARKS	24.70
	PCARD ONE TIME PAY	HOSE REEL LATCH, HANGER	SEWER MAIN COLLECTION	24.84
	PCARD ONE TIME PAY		STORM DRAINAGE	24.84
	PCARD ONE TIME PAY	MEMBERSHIP DUES	UTIL ADMIN	25.00
	PCARD ONE TIME PAY	BUSINESS SUMMIT REGISTRATION	CITY COUNCIL	25.00
	PCARD ONE TIME PAY	OFFICE SUPPLIES	PERSONNEL ADMINISTRATION	25.14
	PCARD ONE TIME PAY	SUPPLIES	POLICE ADMINISTRATION	25.15
	PCARD ONE TIME PAY	SHOP TOOLS	UTIL ADMIN	25.30
	PCARD ONE TIME PAY	TWIN LAKES DEBRIS	GMA-PARKS	25.80
	PCARD ONE TIME PAY	COURIER SERVICES	GMA - STREET	26.78
	PCARD ONE TIME PAY	EVENT SUPPLIES	PLANNING & COMMUNITY DEV	27.33
	PCARD ONE TIME PAY	JAIL-HARDWARE MOUNT	DETENTION & CORRECTION	27.57
	PCARD ONE TIME PAY	BASKET WATERING PROGRAM	PARK & RECREATION FAC	27.77
	PCARD ONE TIME PAY		PARK & RECREATION FAC	27.77
	PCARD ONE TIME PAY	CLEANING BRUSH/TRASH CANS	CUSTODIAL SERVICES	28.72
	PCARD ONE TIME PAY	KIWANIS SIGN INSTALLATION	PARK & RECREATION FAC	28.88
	PCARD ONE TIME PAY	OFFICE SUPPLIES	COMMUNITY	29.96
	PCARD ONE TIME PAY	NAMEPLATES	COMMUNITY	31.18
	PCARD ONE TIME PAY	PAPER	POLICE PATROL	31.77
	PCARD ONE TIME PAY	STORAGE HOOKS & TAPE	PARK & RECREATION FAC	31.93
	PCARD ONE TIME PAY	JENNING DEBRIS DUMP	PARK & RECREATION FAC	32.00
	PCARD ONE TIME PAY	SUPPLIES	RECREATION SERVICES	33.98
	PCARD ONE TIME PAY	MAILBOXES	POLICE PATROL	34.37
	PCARD ONE TIME PAY	GRIPS FOR WORKOUT	POLICE ADMINISTRATION	34.71
	PCARD ONE TIME PAY	WALL CLOCK	WASTE WATER TREATMENT	35.00
	PCARD ONE TIME PAY	OFFICE SUPPLIES	WATER FILTRATION PLANT	36.04
	PCARD ONE TIME PAY	TWIN LAKES GATES	GMA-PARKS	36.60
	PCARD ONE TIME PAY	OFFICE SUPPLIES	LEGAL - PROSECUTION	37.05
	PCARD ONE TIME PAY	DEBRIS DUMP	PARK & RECREATION FAC	37.05
	PCARD ONE TIME PAY	TWIN LAKES SIGNS	GMA-PARKS	37.19

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>
0	PCARD ONE TIME PAY	TINT TOTS SUPPLIES	RECREATION SERVICES	38.28
	PCARD ONE TIME PAY	TRASH CAN LINER	ROADSIDE VEGETATION	38.99
	PCARD ONE TIME PAY	ESW LOCKBOX	EMBEDDED SOCIAL WORKER	39.37
	PCARD ONE TIME PAY	GLOVES	POLICE PATROL	39.37
	PCARD ONE TIME PAY	EATING PLACES AND RESTAURANTS	MUNICIPAL COURTS	42.00
	PCARD ONE TIME PAY	UPS SHIPPING	POLICE PATROL	42.74
	PCARD ONE TIME PAY	COPY PAPER	RECREATION SERVICES	43.19
	PCARD ONE TIME PAY	MULTI-PURPOSE LUBE	SOLID WASTE OPERATIONS	43.67
	PCARD ONE TIME PAY	CLOTHING FOR ESW	EMBEDDED SOCIAL WORKER	43.69
	PCARD ONE TIME PAY	OFFICE SUPPLIES	UTIL ADMIN	43.75
	PCARD ONE TIME PAY	COFFEE - LEADERSHIP TRAINING	PERSONNEL ADMINISTRATION	43.76
	PCARD ONE TIME PAY	COFFEE - MIDDLE HOUSING	COMMUNITY	43.76
	PCARD ONE TIME PAY	COFFEE - LEADERSHIP TRAINING	PERSONNEL ADMINISTRATION	43.76
	PCARD ONE TIME PAY	WEED EATER STRING	STORM DRAINAGE	44.62
	PCARD ONE TIME PAY	CASE 25-25307	POLICE PATROL	44.85
	PCARD ONE TIME PAY	TRAVEL INSURANCE	POLICE PATROL	44.93
	PCARD ONE TIME PAY	FLASH DRIVE INVEST	POLICE INVESTIGATION	45.61
	PCARD ONE TIME PAY	LANDSCAPE SUPPLIES	PARK & RECREATION FAC	45.92
	PCARD ONE TIME PAY	TRAVEL TOLLS	POLICE PATROL	46.25
	PCARD ONE TIME PAY	MARKETING - ZOLA	HOTEL/MOTEL PARKS	49.10
	PCARD ONE TIME PAY	TRASH CAN	STORM DRAINAGE	49.22
	PCARD ONE TIME PAY	DEBRIS DUMP	GMA-PARKS	49.40
	PCARD ONE TIME PAY	WEBINAR ACCELERATED	FINANCE-GENL	50.00
	PCARD ONE TIME PAY	BUSINESS SUMMIT REGISTRATIONS	CITY COUNCIL	50.00
	PCARD ONE TIME PAY	MEMBERSHIP ORGANIZATIONS	NON-DEPARTMENTAL	50.00
	PCARD ONE TIME PAY	ORCA CARD	EMBEDDED SOCIAL WORKER	50.00
	PCARD ONE TIME PAY		EMBEDDED SOCIAL WORKER	50.00
	PCARD ONE TIME PAY		EMBEDDED SOCIAL WORKER	50.00
	PCARD ONE TIME PAY		EMBEDDED SOCIAL WORKER	50.00
	PCARD ONE TIME PAY	TICKETS	POLICE ADMINISTRATION	50.00
	PCARD ONE TIME PAY	BOOKSHELF	POLICE PATROL	50.38
	PCARD ONE TIME PAY	SUPPLIES	POLICE PATROL	52.49
	PCARD ONE TIME PAY	LAST PASS RENEWAL	UTIL ADMIN	52.51
	PCARD ONE TIME PAY	TWIN LAKES GRAVEL	GMA-PARKS	53.00
	PCARD ONE TIME PAY	PROFESSIONAL DEVELOPMENT	EXECUTIVE ADMIN	53.61
	PCARD ONE TIME PAY	DRAIN VALVE SOLENOID	WATER FILTRATION PLANT	54.23
	PCARD ONE TIME PAY	PENS AND BATTERIES	RECREATION SERVICES	55.11
	PCARD ONE TIME PAY	EVENT SUPPLIES	PERSONNEL ADMINISTRATION	55.25
	PCARD ONE TIME PAY	MISC OFFICE SUPPLIES	COMMUNITY	57.21
	PCARD ONE TIME PAY	SNACKS FOR CERT PARTICIPANTS	EXECUTIVE ADMIN	57.43
	PCARD ONE TIME PAY	PATROL SUPPLIES	POLICE PATROL	57.85
	PCARD ONE TIME PAY	OPERATING SUPPLIES	COMPUTER SERVICES	58.71
	PCARD ONE TIME PAY	SUPPLIES FOR RESTROOM	PARK & RECREATION FAC	58.76
	PCARD ONE TIME PAY	SUPPLIES FOR ESW	EMBEDDED SOCIAL WORKER	59.05
	PCARD ONE TIME PAY	TRAVEL INSURANCE	POLICE PATROL	59.80
	PCARD ONE TIME PAY	DEBRIS DUMP	PARK & RECREATION FAC	61.75
	PCARD ONE TIME PAY	PATROL SUPPLIES	POLICE PATROL	62.84
	PCARD ONE TIME PAY	FLASHLIGHT	POLICE PATROL	63.63
	PCARD ONE TIME PAY	PATROL SUPPLIES	POLICE PATROL	64.60
	PCARD ONE TIME PAY	EQUIPMENT REPAIR TAGS	EQUIPMENT RENTAL	65.31
	PCARD ONE TIME PAY	MOVIE SUPPLIES	PARK & RECREATION FAC	65.35
	PCARD ONE TIME PAY	POWER SUPPLIES	COMPUTER SERVICES	65.61

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>
0	PCARD ONE TIME PAY	UNIFORM- PANTS	UTIL ADMIN	65.63
	PCARD ONE TIME PAY	SENIOR BINGO EVENT	RECREATION SERVICES	66.05
	PCARD ONE TIME PAY	PHONE	POLICE PATROL	66.75
	PCARD ONE TIME PAY	WATERING PROGRAM SUPPLIES	PARK & RECREATION FAC	67.78
	PCARD ONE TIME PAY	COOKIES STAFF LUNCH	EXECUTIVE ADMIN	68.97
	PCARD ONE TIME PAY	EVIDENCE SUPPLIES	POLICE PATROL	69.04
	PCARD ONE TIME PAY		POLICE PATROL	69.32
	PCARD ONE TIME PAY	SHOP SUPPLIES	UTIL ADMIN	69.91
	PCARD ONE TIME PAY	TRAINING CUSTODY	POLICE TRAINING-FIREARMS	70.00
	PCARD ONE TIME PAY	BOAT LAUNCH STICKERS	RECREATION SERVICES	70.02
	PCARD ONE TIME PAY	REFRESHMENTS -MEETING	UTIL ADMIN	70.04
	PCARD ONE TIME PAY	GLOVES	RECREATION SERVICES	71.19
	PCARD ONE TIME PAY	ENVELOPES	OFFICE OPERATIONS	71.43
	PCARD ONE TIME PAY	OFFICE SUPPLIES	UTIL ADMIN	72.25
	PCARD ONE TIME PAY	OFFICE SUPPLIES	UTILITY BILLING	73.57
	PCARD ONE TIME PAY	SHOP SUPPLIES	FACILITY MAINTENANCE	74.26
	PCARD ONE TIME PAY	BAND MEAL	OPERA HOUSE	75.47
	PCARD ONE TIME PAY	ADVERTISING	COMMUNITY	76.60
	PCARD ONE TIME PAY	WEED EATER STRING/PRINTER INK	SEWER MAIN COLLECTION	77.79
	PCARD ONE TIME PAY		STORM DRAINAGE	77.79
	PCARD ONE TIME PAY	CUSTODY SUPPLIES	DETENTION & CORRECTION	78.72
	PCARD ONE TIME PAY	LANDSCAPE SUPPLIES	PARK & RECREATION FAC	78.75
	PCARD ONE TIME PAY	IMSA-MEMBERSHIP	UTIL ADMIN	80.00
	PCARD ONE TIME PAY	CLOTHING FOR ESW	EMBEDDED SOCIAL WORKER	80.14
	PCARD ONE TIME PAY	SPRAYER PARTS	PARK & RECREATION FAC	80.19
	PCARD ONE TIME PAY	FLASH DRIVES INVEST	POLICE INVESTIGATION	80.79
	PCARD ONE TIME PAY	DIGITAL FORENSICS JAG GRANT	POLICE INVESTIGATION	81.24
	PCARD ONE TIME PAY	UNIFORMS	POLICE PATROL	81.44
	PCARD ONE TIME PAY	PICTURE FRAMES	EXECUTIVE ADMIN	82.89
	PCARD ONE TIME PAY	PROCESS VILLANUEVA CONDEMNATION	GMA - STREET	85.00
	PCARD ONE TIME PAY	IRRIGATION SUPPLIES	PARK & RECREATION FAC	85.88
	PCARD ONE TIME PAY	OFFICE SUPPLIES	COMMUNITY	87.49
	PCARD ONE TIME PAY	COFFEE LEADERSHIP TRAINING	PERSONNEL ADMINISTRATION	87.52
	PCARD ONE TIME PAY	ARON HARRIS TRAINING	UTIL ADMIN	90.00
	PCARD ONE TIME PAY	FANS, CAR/PHONE CHARGING	SOLID WASTE OPERATIONS	92.24
	PCARD ONE TIME PAY	EDWARD FENCE LINE PREP	SOURCE OF SUPPLY	92.42
	PCARD ONE TIME PAY	GRINDING/CUTTING DISC	STORM DRAINAGE	92.68
	PCARD ONE TIME PAY	PAPER	PERSONNEL ADMINISTRATION	92.97
	PCARD ONE TIME PAY	UNIFORM- WYATT	UTIL ADMIN	92.97
	PCARD ONE TIME PAY	FIRST AID SUPPLIES	PERSONNEL ADMINISTRATION	94.98
	PCARD ONE TIME PAY	GFOA WEBINAR	FINANCE-GENL	95.00
	PCARD ONE TIME PAY	EVIDENCE SUPPLIES	POLICE PATROL	95.17
	PCARD ONE TIME PAY	DEBRIS DUMP	PARK & RECREATION FAC	96.00
	PCARD ONE TIME PAY	SUPPLIES FOR ESW	EMBEDDED SOCIAL WORKER	96.17
	PCARD ONE TIME PAY	OFFICE SUPPLIES	WATER QUAL TREATMENT	99.52
	PCARD ONE TIME PAY	SUMMER SPLASH SUPPLIES	HOTEL/MOTEL PARKS	100.62
	PCARD ONE TIME PAY	TRAVEL FOR ESW	EMBEDDED SOCIAL WORKER	100.99
	PCARD ONE TIME PAY	MOLLY WELLNESS	POLICE ADMINISTRATION	101.20
	PCARD ONE TIME PAY	FLOWERS FOR MVP	POLICE ADMINISTRATION	104.38
	PCARD ONE TIME PAY	SUPPLIES	RECREATION SERVICES	104.85
	PCARD ONE TIME PAY	SUPPLIES	RECREATION SERVICES	105.06
	PCARD ONE TIME PAY	CLEAN SWEEP BREAKFAST/LUNCH	UTIL ADMIN	105.52

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>
0	PCARD ONE TIME PAY	LUNCH 2ND ORDER	UTIL ADMIN	107.41
	PCARD ONE TIME PAY	SUPPLIES	POLICE INVESTIGATION	108.79
	PCARD ONE TIME PAY	HANGING BASKET POLES	PARK & RECREATION FAC	109.39
	PCARD ONE TIME PAY	MOTOR REPLACEMENT PARTS	STORM DRAINAGE	110.47
	PCARD ONE TIME PAY	SHIPPING	POLICE PATROL	111.97
	PCARD ONE TIME PAY	OFFICE SUPPLIES	EQUIPMENT RENTAL	112.56
	PCARD ONE TIME PAY	SYMPATHY	EXECUTIVE ADMIN	113.15
	PCARD ONE TIME PAY	HVAC REPAIR	PARK & RECREATION FAC	113.30
	PCARD ONE TIME PAY	SHIPPING	POLICE PATROL	113.84
	PCARD ONE TIME PAY	OFFICE SUPPLIES	COMPUTER SERVICES	114.47
	PCARD ONE TIME PAY	OFFICE PRINTER	FACILITY MAINTENANCE	114.86
	PCARD ONE TIME PAY	UNIFORMS	POLICE PATROL	115.22
	PCARD ONE TIME PAY	COMMERCIAL PHOTOGRAPHY	EXECUTIVE ADMIN	119.99
	PCARD ONE TIME PAY	OFFICE SUPPLIES	WATER RESERVOIRS	124.27
	PCARD ONE TIME PAY	SUPPLIES FOR PARKS/AMAZON	RECREATION SERVICES	124.65
	PCARD ONE TIME PAY	UNIFORMS FOR ESW	EMBEDDED SOCIAL WORKER	125.81
	PCARD ONE TIME PAY	NETTING REPAIR	PARK & RECREATION FAC	125.95
	PCARD ONE TIME PAY	EVENT SUPPLIES	PERSONNEL ADMINISTRATION	126.79
	PCARD ONE TIME PAY	WASTE DISPOSAL	POLICE PATROL	127.51
	PCARD ONE TIME PAY	BOOK STORES	PROBATION	131.12
	PCARD ONE TIME PAY	PUGET SOUND BUSINESS JOURNAL	EXECUTIVE ADMIN	135.00
	PCARD ONE TIME PAY	CUSTODY MEAL	DETENTION & CORRECTION	135.37
	PCARD ONE TIME PAY	SUPPLIES	RECREATION SERVICES	136.24
	PCARD ONE TIME PAY	CASE 25-25307	POLICE PATROL	137.59
	PCARD ONE TIME PAY	USPS REGISTERED MAIL	GMA - STREET	139.10
	PCARD ONE TIME PAY	IN/OUT BOARD	EXECUTIVE ADMIN	142.31
	PCARD ONE TIME PAY	IN/OUT BOARD	EXECUTIVE ADMIN	143.97
	PCARD ONE TIME PAY	WATERS & SUPPLIES LUNCH	PERSONNEL ADMINISTRATION	147.57
	PCARD ONE TIME PAY	CUSTODY MEAL	DETENTION & CORRECTION	149.91
	PCARD ONE TIME PAY	ADVERTISING	HOTEL/MOTEL PARKS	151.08
	PCARD ONE TIME PAY	PULLEY, IDLER ARM/SPACER	OVERHEAD	152.59
	PCARD ONE TIME PAY	SUPPLIES	RECREATION SERVICES	152.63
	PCARD ONE TIME PAY	BOOK STORES	PROBATION	152.97
	PCARD ONE TIME PAY	CLOTHES FOR ESW	EMBEDDED SOCIAL WORKER	157.20
	PCARD ONE TIME PAY	OFFICE SUPPLIES	EQUIPMENT RENTAL	160.68
	PCARD ONE TIME PAY	PIZZA - CERT PARTICIPANTS	EXECUTIVE ADMIN	160.93
	PCARD ONE TIME PAY	STOP THE BLEED COURSE	PERSONNEL ADMINISTRATION	161.06
	PCARD ONE TIME PAY	SENIOR BINGO EVENT	RECREATION SERVICES	163.06
	PCARD ONE TIME PAY	OFFICE SUPPLIES	MUNICIPAL COURTS	164.25
	PCARD ONE TIME PAY	UNIFORM BOOTS	DETENTION & CORRECTION	169.57
	PCARD ONE TIME PAY	LABOR RELATIONS INSTITUTE	LEGAL-GENL	170.29
	PCARD ONE TIME PAY	DEBRIS DUMP	PARK & RECREATION FAC	179.85
	PCARD ONE TIME PAY	ROUND METAL LID PULLERS	STORM DRAINAGE	180.94
	PCARD ONE TIME PAY	UNIFORMS	POLICE PATROL	181.27
	PCARD ONE TIME PAY	BOOK STORES	PROBATION	181.94
	PCARD ONE TIME PAY	LODGING FOR DV VICTIM	POLICE PATROL	182.48
	PCARD ONE TIME PAY	EVIDENCE SUPPLIES	POLICE PATROL	185.97
	PCARD ONE TIME PAY	PARKING	OFFICE OPERATIONS	188.00
	PCARD ONE TIME PAY	BOOKCASE	POLICE ADMINISTRATION	190.42
	PCARD ONE TIME PAY	UNIFORMS	POLICE PATROL	192.53
	PCARD ONE TIME PAY	POWER WASHER NOZZLE	WASTE WATER TREATMENT	192.60
	PCARD ONE TIME PAY	ADVERTISING - META	HOTEL/MOTEL PARKS	193.00

CITY OF MARYSVILLE
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0	PCARD ONE TIME PAY	TRAVEL	POLICE PATROL	194.98
	PCARD ONE TIME PAY	DINNER - DEVELOPMENT MEETING	PLANNING & COMMUNITY DEV	195.51
	PCARD ONE TIME PAY	BROWN BAG LUNCH	RECREATION SERVICES	196.81
	PCARD ONE TIME PAY	BATTERIES	POLICE PATROL	197.27
	PCARD ONE TIME PAY	PATROL SUPPLIES	POLICE PATROL	197.27
	PCARD ONE TIME PAY	TRAINING REGISTRATION	POLICE TRAINING-FIREARMS	206.00
	PCARD ONE TIME PAY	EVIDENCE SUPPLIES	POLICE PATROL	208.00
	PCARD ONE TIME PAY	FIRST AID KIT/EYEWASH STATION	PERSONNEL ADMINISTRATION	208.23
	PCARD ONE TIME PAY	CLEAN SWEEP LUNCH	UTIL ADMIN	215.81
	PCARD ONE TIME PAY	LITTER PICKUP LUNCH	PERSONNEL ADMINISTRATION	216.81
	PCARD ONE TIME PAY	IDENTIFIX FLEET SOFTWARE	SMALL ENGINE SHOP	217.71
	PCARD ONE TIME PAY	ICE MAKER	POLICE ADMINISTRATION	218.79
	PCARD ONE TIME PAY	TWIN LAKES GATE	GMA-PARKS	218.80
	PCARD ONE TIME PAY	SUPPLIES -MOTHER'S DAY BRUNCH	RECREATION SERVICES	220.00
	PCARD ONE TIME PAY	CSO SUPPLIES	POLICE COMMUNITY	224.76
	PCARD ONE TIME PAY	TRAINING RESERVATION	POLICE TRAINING-FIREARMS	225.00
	PCARD ONE TIME PAY	ELECTRONICS STORES	EXECUTIVE ADMIN	229.79
	PCARD ONE TIME PAY	UNIFORMS	POLICE PATROL	239.54
	PCARD ONE TIME PAY	HAMPER STAND	CUSTODIAL SERVICES	240.66
	PCARD ONE TIME PAY	UNIFORM BOOTS	POLICE PATROL	240.68
	PCARD ONE TIME PAY	SOCCER BALLS	RECREATION SERVICES	241.80
	PCARD ONE TIME PAY	OFFICE SUPPLIES	POLICE PATROL	248.76
	PCARD ONE TIME PAY	GARDEN SUPPLY	WASTE WATER TREATMENT	249.28
	PCARD ONE TIME PAY	BROWN BAG LUNCH	RECREATION SERVICES	251.16
	PCARD ONE TIME PAY	OPERATING SUPPLIES	COMPUTER SERVICES	267.20
	PCARD ONE TIME PAY	ADVERTISING PRINTING	POLICE ADMINISTRATION	273.04
	PCARD ONE TIME PAY	DUO MOBILE	COMPUTER SERVICES	275.00
	PCARD ONE TIME PAY	CLOTHING FOR ESW	EMBEDDED SOCIAL WORKER	279.29
	PCARD ONE TIME PAY	PAINT FOR LIFT STATIONS	WASTE WATER TREATMENT	283.89
	PCARD ONE TIME PAY	UNIFORMS BOOTS	DETENTION & CORRECTION	293.19
	PCARD ONE TIME PAY	EVIDENCE SUPPLIES	POLICE PATROL	295.36
	PCARD ONE TIME PAY	ADVERTISING	POLICE ADMINISTRATION	299.00
	PCARD ONE TIME PAY	OFFICE SUPPLIES	MUNICIPAL COURTS	299.08
	PCARD ONE TIME PAY	TRAINING- DIETZ	UTIL ADMIN	299.99
	PCARD ONE TIME PAY	STATE AVE SIDEWALK PROJECT	SIDEWALK MAINTENANCE	304.86
	PCARD ONE TIME PAY	SUPPLIES	POLICE ADMINISTRATION	306.30
	PCARD ONE TIME PAY	TRAINING REGISTRATION	POLICE TRAINING-FIREARMS	311.00
	PCARD ONE TIME PAY	WELLNESS FOR MOLLY	POLICE ADMINISTRATION	316.17
	PCARD ONE TIME PAY	ORCA CARDS	EMBEDDED SOCIAL WORKER	318.00
	PCARD ONE TIME PAY	WIRE BRUSHES/TORQUE DRIVER	SEWER PRETREATMENT	339.82
	PCARD ONE TIME PAY	TRAINING- HOLADAY	UTIL ADMIN	340.00
	PCARD ONE TIME PAY	TRAINING- HARRIS	UTIL ADMIN	340.00
	PCARD ONE TIME PAY	LABOR RELATIONS INSTITUTE	LEGAL-GENL	348.58
	PCARD ONE TIME PAY	TRAINING REGISTRATION	POLICE TRAINING-FIREARMS	350.00
	PCARD ONE TIME PAY	SUPPLIES	POLICE INVESTIGATION	357.58
	PCARD ONE TIME PAY	TONER FOR INVEST	POLICE INVESTIGATION	367.24
	PCARD ONE TIME PAY	WHOLESALE NONDURABLE	EXECUTIVE ADMIN	375.08
	PCARD ONE TIME PAY	BOOK STORES	PROBATION	393.87
	PCARD ONE TIME PAY	CONFERENCE REGISTRATION	POLICE TRAINING-FIREARMS	400.00
	PCARD ONE TIME PAY	CONFERENCE REGISTRATIONS	POLICE TRAINING-FIREARMS	400.00
	PCARD ONE TIME PAY	TRAVEL	POLICE ADMINISTRATION	408.00
	PCARD ONE TIME PAY	MEMBERSHIP ORGANIZATIONS	NON-DEPARTMENTAL	425.00

CITY OF MARYSVILLE
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0	PCARD ONE TIME PAY	DIGITAL FORENSICS JAG GRANT	POLICE INVESTIGATION	436.50
	PCARD ONE TIME PAY	LUNCH - LEADERSHIP TRAINING	PERSONNEL ADMINISTRATION	436.75
	PCARD ONE TIME PAY	LUNCH - STAFF TRAINING	PERSONNEL ADMINISTRATION	436.75
	PCARD ONE TIME PAY	LUNCH - STAFF TRAINING	PERSONNEL ADMINISTRATION	436.75
	PCARD ONE TIME PAY	TRAINING REGISTRATION	POLICE TRAINING-FIREARMS	445.00
	PCARD ONE TIME PAY	SUBSCRIPTION RENEWAL	ENGR-GENL	450.00
	PCARD ONE TIME PAY	PROFESSIONAL SERVICES	COMMUNITY	450.00
	PCARD ONE TIME PAY	TRAINING REGISTRATION	POLICE TRAINING-FIREARMS	450.00
	PCARD ONE TIME PAY		POLICE TRAINING-FIREARMS	450.00
	PCARD ONE TIME PAY		POLICE TRAINING-FIREARMS	450.00
	PCARD ONE TIME PAY	TRAVEL	POLICE PATROL	466.60
	PCARD ONE TIME PAY	SOFTWARE - COMMUNICATIONS	COMPUTER SERVICES	468.00
	PCARD ONE TIME PAY	LUNCH - LEADERSHIP TRAINING	PERSONNEL ADMINISTRATION	495.55
	PCARD ONE TIME PAY	TRAINING	POLICE TRAINING-FIREARMS	497.00
	PCARD ONE TIME PAY	SUPPLIES FOR RESTROOMS	PARK & RECREATION FAC	497.77
	PCARD ONE TIME PAY	ADVERTISING	POLICE ADMINISTRATION	500.00
	PCARD ONE TIME PAY		POLICE ADMINISTRATION	500.00
	PCARD ONE TIME PAY		POLICE ADMINISTRATION	500.00
	PCARD ONE TIME PAY		POLICE ADMINISTRATION	500.00
	PCARD ONE TIME PAY	VEHICLE REGISTRATION/LICENSES	EQUIPMENT RENTAL	511.36
	PCARD ONE TIME PAY	SURVEY ANNUAL CHARGE	POLICE ADMINISTRATION	511.99
	PCARD ONE TIME PAY	COMEFORD LANDSCAPES	PARK & RECREATION FAC	512.40
	PCARD ONE TIME PAY	LOCKSMITHING	POLICE PATROL	522.72
	PCARD ONE TIME PAY	TRAINING	POLICE TRAINING-FIREARMS	523.25
	PCARD ONE TIME PAY	LUNCH - LEADERSHIP TRAINING	PERSONNEL ADMINISTRATION	552.50
	PCARD ONE TIME PAY	STAFF TRAINING	PERSONNEL ADMINISTRATION	552.50
	PCARD ONE TIME PAY	STAFF TRAINING	PERSONNEL ADMINISTRATION	552.50
	PCARD ONE TIME PAY	STAFF TRAINING	PERSONNEL ADMINISTRATION	552.50
	PCARD ONE TIME PAY	TRAINING - KALLICOTT	UTIL ADMIN	570.00
	PCARD ONE TIME PAY	SUMMER SPLASH SUPPLIES	HOTEL/MOTEL PARKS	573.12
	PCARD ONE TIME PAY	REPLACEMENT TREES	WATER RESERVOIRS	586.31
	PCARD ONE TIME PAY		OVERHEAD	586.31
	PCARD ONE TIME PAY	ADVERTISING	POLICE ADMINISTRATION	600.00
	PCARD ONE TIME PAY		POLICE ADMINISTRATION	600.00
	PCARD ONE TIME PAY	PARTS FOR TRUCK #J080	EQUIPMENT RENTAL	617.34
	PCARD ONE TIME PAY	PHONES	POLICE PATROL	634.46
	PCARD ONE TIME PAY	SMOKER	POLICE ADMINISTRATION	662.31
	PCARD ONE TIME PAY	LODGING FOR TRAINING	POLICE INVESTIGATION	673.18
	PCARD ONE TIME PAY	TRAVEL	POLICE PATROL	677.95
	PCARD ONE TIME PAY	LODGING FOR TRAINING	POLICE INVESTIGATION	692.46
	PCARD ONE TIME PAY	STOP THE BLEED SUPPLIES	EXECUTIVE ADMIN	702.02
	PCARD ONE TIME PAY	TRAINING	POLICE TRAINING-FIREARMS	750.00
	PCARD ONE TIME PAY	STOP THE BLEED COURSE	PERSONNEL ADMINISTRATION	817.44
	PCARD ONE TIME PAY	DIGITAL FORENSICS JAG GRANT	POLICE INVESTIGATION	852.22
	PCARD ONE TIME PAY	LODGING FOR TRAINING	OFFICE OPERATIONS	909.78
	PCARD ONE TIME PAY	EMBEDDED SOCIAL WORKER	EMBEDDED SOCIAL WORKER	1,010.01
	PCARD ONE TIME PAY	LODGING FOR TRAINING	POLICE INVESTIGATION	1,012.50
	PCARD ONE TIME PAY	TACO LUNCH	PERSONNEL ADMINISTRATION	1,110.69
	PCARD ONE TIME PAY	STICKERS FOR MVPS	CRIME PREVENTION	1,117.75
	PCARD ONE TIME PAY	GAYLORD PALMS/TRAINING	COMMUNITY	1,130.12
	PCARD ONE TIME PAY	GAYLORD PALMS/TRAINING	COMMUNITY	1,130.12
	PCARD ONE TIME PAY	LODGING FOR TRAINING	POLICE INVESTIGATION	1,286.48

PAGE: 8

39

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM TO

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
178205	AM TEST INC	CARBON WATER	WASTE WATER TREATMENT	35.00
	AM TEST INC	ANNUAL PRIORITY POLLUTANTS SCAN	WASTE WATER TREATMENT	1,400.00
178206	ARLINGTON HARDWARE	CONTROL VALVE REPAIRS	WATER RESERVOIRS	715.54
178207	ARLINGTON, CITY OF	ACCT #700033.31	WATER FILTRATION PLANT	41.90
178208	ARORA, NAMITA	REFUND - CAMP STITCH-A-LOT	PARKS-RECREATION	60.00
178209	ASTOUND BUSINESS	I-NET LEASE, MAINTENANCE, INTERNET	WATER QUAL TREATMENT	111.30
	ASTOUND BUSINESS		CENTRAL SERVICES	513.71
	ASTOUND BUSINESS		COMPUTER SERVICES	2,308.53
178210	BAIR, LAURA	UB REFUND	WATER/SEWER OPERATION	160.16
178211	BARBEAU, TIMOTHY	REIMBURSEMENT - MEAL	OFFICE OPERATIONS	20.00
178212	BECRAFT, STEVEN	UB REFUND	WATER/SEWER OPERATION	18.88
178213	BERNER, ELIAS	INTERPRETER SERVICE	COURTS	172.00
	BERNER, ELIAS		COURTS	172.00
178214	BICKFORD FORD	REAR DOOR LATCH - P198	EQUIPMENT RENTAL	127.16
	BICKFORD FORD	WINDSHIELD MOLDING	ER&R	179.39
	BICKFORD FORD	ENGINE COOLING FAN ASSEMBLY	EQUIPMENT RENTAL	271.31
	BICKFORD FORD	HEATER ASSEMBLY, O-RING - P198	EQUIPMENT RENTAL	323.16
	BICKFORD FORD	BELTS, ROTORS	ER&R	408.73
	BICKFORD FORD	CAMERA KIT - J080	EQUIPMENT RENTAL	685.54
	BICKFORD FORD	BRAKE PADS, ROTORS, BELTS	ER&R	1,731.51
178215	BOMAR, RICK	INSTRUCTOR PAYMENT	RECREATION SERVICES	997.50
178216	BRAKE AND CLUTCH	AXEL LOCK NUT WRENCH - J035	EQUIPMENT RENTAL	51.21
	BRAKE AND CLUTCH	HUB CAPS	ER&R	58.75
	BRAKE AND CLUTCH	BRAKE PARTS - J035	EQUIPMENT RENTAL	308.15
	BRAKE AND CLUTCH		EQUIPMENT RENTAL	1,017.06
178217	BRAND, BRITTANY	REFUND - PLUMBING PERMIT FEE	NON-BUS LICENSES AND	50.00
178218	BROCK TRANSCRIPTION	TRANSCRIPTION APPEAL	LEGAL - PROSECUTION	625.92
178219	BUCKLEY, BRIAN & CRY	UTILITY REFUND	WATER/SEWER OPERATION	227.66
178220	CARMAN, KELLEY	REIMBURSEMENT - MILEAGE	OFFICE OPERATIONS	91.00
178221	CARSON-BLAKESLEY,VET	INSTRUCTOR PAYMENT	RECREATION SERVICES	816.00
178222	CASCADE COLUMBIA	POLY ALUMINUM CHLORIDE PAX	WASTE WATER TREATMENT	20,089.12
	CASCADE COLUMBIA		WASTE WATER TREATMENT	21,323.15
178223	CBRE, INC-VALUATION	PROFESSIONAL FEE/APPRaisal	GMA - STREET	5,500.00
178224	CENTRAL WELDING SUPP	GLOVES	ER&R	59.08
	CENTRAL WELDING SUPP		ER&R	77.89
	CENTRAL WELDING SUPP		ER&R	108.57
	CENTRAL WELDING SUPP		ER&R	108.57
	CENTRAL WELDING SUPP		ER&R	137.75
	CENTRAL WELDING SUPP		ER&R	147.69
	CENTRAL WELDING SUPP	SHOVELS, GLOVES	ER&R	522.71
	CENTRAL WELDING SUPP	VESTS	ER&R	601.70
	CENTRAL WELDING SUPP	GLOVES	ER&R	780.56
	CENTRAL WELDING SUPP	GLOVES, RAIN PANTS	ER&R	848.79
	CENTRAL WELDING SUPP	RAINCOATS	ER&R	1,334.68
	CENTRAL WELDING SUPP	RAINCOATS, GLOVES	ER&R	2,787.91
178225	CHAMPION BOLT	CONTROL VALVE MAINTENANCE	WATER RESERVOIRS	46.24
	CHAMPION BOLT		WATER RESERVOIRS	82.28
178226	CNR, INC.	MAINTENANCE CONTRACT	COMPUTER SERVICES	1,365.78
178227	COMMERCIAL FIRE	ANNUAL FIRE EXTINGUISHER SERVICE	NON-DEPARTMENTAL	98.57
	COMMERCIAL FIRE	BI-MONTHLY EXTINGUISHER SERVICE	NON-DEPARTMENTAL	1,014.97
	COMMERCIAL FIRE	BRACKETS, STRAPS	ER&R	1,626.50
178228	COMPLETE EXCAVATING	HYDRANT METER RENTAL/USAGE/REPAIR	WATER-UTILITIES/ENVIRONMN	-138.50

PAGE: 10

41

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM TO

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
178243	EUROFINS ENVIRONMENT	LAB ANALYSIS	WATER QUAL TREATMENT	440.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	480.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	480.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	2,936.00
178244	EVERETT SAFE & LOCK	TUMBLER REKEY FEE	EQUIPMENT RENTAL	659.40
178245	EVERETT TIRE & AUTO	TIRES	EQUIPMENT RENTAL	311.92
178246	EVERETT, CITY OF	ANIMALS TO SHELTER	POLICE COMMUNITY	5,285.00
178247	EVERGREEN ENVIRON.	HYDRANT METER RENTAL/USAGE	WATER-UTILITIES/ENVIRONMN	-100.00
	EVERGREEN ENVIRON.		WATER/SEWER OPERATION	1,150.00
178248	FAMILY PET MEDICAL	VET VISIT	K9 PROGRAM	1,330.16
178249	FEDEX	POSTAGE	TRANSPORTATION	110.59
178250	FELDMAN & LEE P.S.	PUBLIC DEFENSE CONTRACT/SPAR	PUBLIC DEFENSE	13,702.50
	FELDMAN & LEE P.S.		PUBLIC DEFENSE	49,297.50
178251	FTRS, LLC	RECOVER EXCISE TAX ON FUEL	PARK & RECREATION FAC	65.31
	FTRS, LLC		MAINTENANCE	174.13
	FTRS, LLC		UTIL ADMIN	269.26
	FTRS, LLC		GENERAL	330.78
	FTRS, LLC		SOLID WASTE OPERATIONS	466.66
178252	GLASS FIX LLC	LAB ANALYSIS	EQUIPMENT RENTAL	65.63
	GLASS FIX LLC	WINDSHIELD REPLACEMENT - J035	EQUIPMENT RENTAL	328.20
	GLASS FIX LLC	WINDSHIELD REPLACEMENT - J065	EQUIPMENT RENTAL	328.20
178253	GMP CONSULTANTS	INTERIM CD DIRECTOR PAY	COMMUNITY	8,663.87
178254	GRAINGER	GLASS WIPES, SCREW DRIVERS	ER&R	294.26
178255	GRIFFEN LAW OFFICE	PUBLIC DEFENSE-CONFLICT COUNSEL	PUBLIC DEFENSE	450.00
178256	HALBERSTADT, ALICE	REFUND - CREDIT CARD FEE	COMMUNITY DEVELOPMENT	2.07
178257	HAMLIN UNIVERSITY	ADMISSION - ADOPT A DRAIN PROGRAM	STORM DRAINAGE	6,573.60
178258	HARRINGTON INDUSTRY	CREDIT FOR INV 007O7046	WATER FILTRATION PLANT	-386.15
	HARRINGTON INDUSTRY	HYPO PIPING REPAIR SUPPLIES	SOURCE OF SUPPLY	50.50
	HARRINGTON INDUSTRY		SOURCE OF SUPPLY	1,249.33
178259	HD FOWLER COMPANY	COMPLETED TRANSACTION	WATER SUPPLY MAINS	177.57
	HD FOWLER COMPANY	BRASS WATER PARTS	WATER/SEWER OPERATION	3,472.36
178260	HENLEY, LAURA	INSTRUCTOR PAYMENT	RECREATION SERVICES	1,924.50
	HENLEY, LAURA		RECREATION SERVICES	1,924.50
178261	HOLSCHER, RONALD R	UTILITY REFUND	WATER/SEWER OPERATION	233.70
178262	HOME DEPOT PRO	AIR FRESHENERS	CUSTODIAL SERVICES	108.96
	HOME DEPOT PRO	50250230	CUSTODIAL SERVICES	111.54
	HOME DEPOT PRO	TRASH BAGS, MOP HEADS	ER&R	210.38
	HOME DEPOT PRO	CLEANER, LINERS, SANITIZER	CUSTODIAL SERVICES	243.86
	HOME DEPOT PRO	TRASH BAGS	CUSTODIAL SERVICES	265.58
	HOME DEPOT PRO	CLEANER, PAPER TOWELS, TISSUE	CUSTODIAL SERVICES	293.98
	HOME DEPOT PRO	PAPER TOWELS	CUSTODIAL SERVICES	394.45
	HOME DEPOT PRO		CUSTODIAL SERVICES	557.81
178263	HUNTER, DANIEL	INSTRUCTOR PAYMENT	RECREATION SERVICES	18.00
178264	HUTCHISON LAW, LLC	CONFLICT COUNSEL	PUBLIC DEFENSE	450.00
178265	HYLARIDES, LETTIE	INTERPRETER SERVICE	COURTS	187.50
	HYLARIDES, LETTIE		COURTS	187.50
178266	INGRAHAM, GERRIE P	INSTRUCTOR PAYMENT	RECREATION SERVICES	210.00
	INGRAHAM, GERRIE P		RECREATION SERVICES	420.00
178267	INTRADO LIFE & SAFET	E911 SERVICES	COMPUTER SERVICES	400.00
178268	JEFF'S CARPET CLEAN	CARPET CLEANING	RECREATION SERVICES	1,850.00
178269	JOHNSON, DAVID & JUD	UTILITY REFUND	WATER/SEWER OPERATION	198.20
178270	KBHPNW LLC	UB REFUND	WATER/SEWER OPERATION	38.20

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM TO

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
178271	KBHPNW LLC		WATER/SEWER OPERATION	27.70
178272	KBHPNW LLC		WATER/SEWER OPERATION	31.20
178273	KBHPNW LLC		WATER/SEWER OPERATION	38.20
178274	KBHPNW LLC		WATER/SEWER OPERATION	34.70
178275	KENWORTH NORTHWEST	O-RINGS - J031	EQUIPMENT RENTAL	8.80
	KENWORTH NORTHWEST	PRESSURE SENSOR - J031	EQUIPMENT RENTAL	112.93
	KENWORTH NORTHWEST	THERMOSTAT, SEAL - J031	EQUIPMENT RENTAL	130.06
	KENWORTH NORTHWEST	EXHAUST GAS PRESSURE SENSOR	EQUIPMENT RENTAL	289.32
	KENWORTH NORTHWEST	EXHAUST PIPE - J042	EQUIPMENT RENTAL	322.25
	KENWORTH NORTHWEST	GASKET, O-RINGS - J031	EQUIPMENT RENTAL	352.84
	KENWORTH NORTHWEST	EGR SERVICE KIT - J042	EQUIPMENT RENTAL	3,401.45
178276	KIM, JAMIE S.	PUBLIC DEFENSE-CONFLICT COUNSEL	PUBLIC DEFENSE	450.00
	KIM, JAMIE S.		PUBLIC DEFENSE	450.00
	KIM, JAMIE S.		PUBLIC DEFENSE	450.00
	KIM, JAMIE S.		PUBLIC DEFENSE	450.00
	KIM, JAMIE S.	INSURANCE STIPEND	PUBLIC DEFENSE	1,000.00
178277	KINDLER, RUSSELL	INSTRUCTOR PAYMENT	RECREATION SERVICES	18.00
178278	LAFAVE, DOUGLAS	UB REFUND	WATER/SEWER OPERATION	93.99
178279	LEE, CATHERINE	REFUND - MINI CAMP	PARKS-RECREATION	59.00
	LEE, CATHERINE		PARKS-RECREATION	69.00
178280	LES SCHWAB TIRE CTR	TIRES	ER&R	604.02
	LES SCHWAB TIRE CTR		ER&R	1,042.45
	LES SCHWAB TIRE CTR	TIRES - V022	EQUIPMENT RENTAL	1,207.36
	LES SCHWAB TIRE CTR	TIRES	ER&R	1,510.05
	LES SCHWAB TIRE CTR		ER&R	1,964.59
178281	LGI HOMES WASHINGTON	UB REFUND	WATER/SEWER OPERATION	25.00
178282	LOPEZ, JOHN	UB REFUND	WATER/SEWER OPERATION	289.02
178283	LYNN PEAVEY COMPANY	EVIDENCE SUPPLIES	POLICE PATROL	322.68
178284	MARYSVILLE SCHOOL	HYDRANT METER RENTAL/USAGE	WATER-UTILITIES/ENVIRONMN	-156.00
	MARYSVILLE SCHOOL		WATER/SEWER OPERATION	1,150.00
178285	MARYSVILLE, CITY OF	2323 172 ST NE IRRIGATION	ROADWAY MAINTENANCE	171.26
	MARYSVILLE, CITY OF	16324 TWIN LAKES AVE	PARK & RECREATION FAC	240.05
	MARYSVILLE, CITY OF	6302 152 ST NE	PARK & RECREATION FAC	839.40
	MARYSVILLE, CITY OF	15524 SMOKEY POINT BLVD	PARK & RECREATION FAC	983.32
	MARYSVILLE, CITY OF	6302 152 ST NE IRRIGATION	PARK & RECREATION FAC	1,612.73
	MARYSVILLE, CITY OF	17906 43RD AVE NE	WATER FILTRATION PLANT	2,220.28
178286	MAUCH, JERRY	UTILITY REFUND	GARBAGE	214.45
178287	MCKETTA, TOSH	TRAVEL - USER CONFERENCE	GIS SERVICES IS	437.00
178288	MERCADO RAMIREZ, ANA	UB REFUND	GARBAGE	220.16
178289	METTE, JOIE	REIMBURSEMENT - UNIFORM	POLICE PATROL	196.74
178290	MIRIAM TECHNOLOGIES	WEBCHECK SERVICE	UTILITY BILLING	1,214.34
178291	MORRENZIN, SANDRA	REFUND - PICKLEBALL	PARKS-RECREATION	75.00
	MORRENZIN, SANDRA		PARKS-RECREATION	75.00
178292	MPAC	INSTRUCTOR PAYMENT	RECREATION SERVICES	738.00
178293	NAPA AUTO PARTS	AIR/OIL FILTERS	ER&R	305.44
178294	NATIONAL BARRICADE	SIGNS	POLICE PATROL	116.19
178295	NAVIA BENEFIT	PARTICIPANT FEE - MAY 2025	PERSONNEL ADMINISTRATION	258.00
178296	NORDSTROM HEATING	REFUND - ADDITIONAL FEE ERROR	COMMUNITY DEVELOPMENT	230.00
178297	NORTH CENTRAL	LABORATORY CHEMICALS	WATER/SEWER OPERATION	-49.84
	NORTH CENTRAL		WASTE WATER TREATMENT	580.09
178298	NORTHWEST CORROSION	PIPELINE INSPECTION/TESTING	WATER SUPPLY MAINS	499.26
178299	NW MOBILE FLAGGING	FLAGGER CERTIFICATION	PARK & RECREATION FAC	90.00

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM TO

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
178299	NW MOBILE FLAGGING	FLAGGER CERTIFICATION	TRANSPORTATION	90.00
	NW MOBILE FLAGGING		UTIL ADMIN	90.00
	NW MOBILE FLAGGING		UTIL ADMIN	90.00
	NW MOBILE FLAGGING		UTIL ADMIN	180.00
	NW MOBILE FLAGGING		ENGR-GENL	180.00
	NW MOBILE FLAGGING		TRAINING	270.00
178300	OCCUPATIONAL HEALTH	CDL EXAM - MEYER	SOLID WASTE OPERATIONS	136.00
	OCCUPATIONAL HEALTH	AUDIOGRAM - BENTON/CROSS	PERSONNEL ADMINISTRATION	178.00
178301	ODP BUSINESS SOLUTION	OFFICE SUPPLIES	CITY CLERK	107.75
	ODP BUSINESS SOLUTION		LEGAL - PROSECUTION	145.80
178302	OLASON, MONICA	INSTRUCTOR PAYMENT	RECREATION SERVICES	285.00
	OLASON, MONICA		RECREATION SERVICES	1,884.00
178303	PACIFIC PLUMBING	PLUMBING PARTS	PARK & RECREATION FAC	509.09
178304	PACIFIC POWER BATTER	BATTERIES	NON-DEPARTMENTAL	24.70
178305	PGC INTERBAY LLC	PAYROLL REIMBURSEMENT - GOLF	PRO-SHOP	16,771.23
	PGC INTERBAY LLC		MAINTENANCE	18,756.15
178306	PHAM, JOSEPH	INTERPRETER SERVICE	COURTS	176.60
178307	PROFORCE LAW	9MM P365	POLICE TRAINING-FIREARMS	834.80
178308	PRS MECHANICAL LLC	REFUND - PERMIT FEE	NON-BUS LICENSES AND	242.46
178309	PUBLIC SAFETY TESTIN	TESTING FEES	DETENTION & CORRECTION	352.00
	PUBLIC SAFETY TESTIN		POLICE ADMINISTRATION	2,418.00
178310	PUD	ACCT #205283641	STREET LIGHTING	10.46
	PUD	ACCT #205026479	STREET LIGHTING	14.39
	PUD		STREET LIGHTING	22.53
	PUD	ACCT #204584361	STREET LIGHTING	22.66
	PUD		STREET LIGHTING	30.05
	PUD	ACCT #202177861	PUMPING PLANT	55.96
	PUD	ACCT #223286667	METER READING	65.08
	PUD	ACCT #221303498	STREET LIGHTING	68.90
	PUD	ACCT #220339238	TRAFFIC CONTROL DEVICES	100.31
	PUD	ACCT #204879134	TRAFFIC CONTROL DEVICES	100.87
	PUD	ACCT #202576112	STREET LIGHTING	158.87
	PUD	ACCT #202368197	PUMPING PLANT	168.80
	PUD	ACCT #222592917	PARK & RECREATION FAC	210.66
	PUD	ACCT #203344585	STREET LIGHTING	252.66
	PUD	ACCT #200812808	PUMPING PLANT	404.62
	PUD	ACCT #200164598	SOURCE OF SUPPLY	431.83
	PUD	ACCT #202461554	SEWER LIFT STATION	475.78
	PUD	ACCT #201098969	PUMPING PLANT	1,137.46
	PUD	ACCT #202604203	STREET LIGHTING	2,185.24
	PUD	ACCT #202576112	STREET LIGHTING	3,018.69
	PUD	ACCT #202604203	STREET LIGHTING	3,277.87
	PUD	ACCT #202882098	STREET LIGHTING	13,302.50
	PUD		STREET LIGHTING	16,258.61
178311	PUGET SOUND ENERGY	ACCT #220002768939	NON-DEPARTMENTAL	14.73
	PUGET SOUND ENERGY	ACCT #220015485349	OPERA HOUSE	53.21
	PUGET SOUND ENERGY	ACCT #200007781657	GOLF ADMINISTRATION	75.87
	PUGET SOUND ENERGY	ACCT #220015485380	OPERA HOUSE	77.38
	PUGET SOUND ENERGY	ACCT #220015485703	OPERA HOUSE	80.39
	PUGET SOUND ENERGY	ACCT #200007052364	MAINT OF GENL PLANT	86.44
	PUGET SOUND ENERGY	ACCT #200023493808	ADMIN FACILITIES	159.78
	PUGET SOUND ENERGY	ACCT #200004804056	RECREATION SERVICES	176.31

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM TO

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
178311	PUGET SOUND ENERGY	ACCT #220026412746	NON-DEPARTMENTAL	188.47
	PUGET SOUND ENERGY	ACCT #220009207345	OPERA HOUSE	198.19
	PUGET SOUND ENERGY	ACCT #200013812314	MAINT OF GENL PLANT	370.88
	PUGET SOUND ENERGY	ACCT #220026419946	NON-DEPARTMENTAL	731.24
178312	RATANA ROSA SHURTZ	INSTRUCTOR PAYMENT	RECREATION SERVICES	114.00
178313	REHAUME, AUBREE	UB REFUND	WATER/SEWER OPERATION	27.13
178314	RICH, KATIE	TRAVEL - USER CONFERENCE	GIS SERVICES IS	437.00
178315	RICHMOND CONSTRUCT	REFUND - BUSINESS LICENSE	GENL FUND BUS LIC &	40.00
178316	ROUNDS, ELLEN	REIMBURSEMENT - DAMAGES	RISK MANAGEMENT	2,366.21
178317	SAFETY, HEALTH AND E	CONFINED SPACE CERTIFICATION	EQUIPMENT RENTAL	250.00
	SAFETY, HEALTH AND E		UTIL ADMIN	250.00
	SAFETY, HEALTH AND E		UTIL ADMIN	250.00
	SAFETY, HEALTH AND E	RIGGING/SIGNAL CERTIFICATION	TRAINING	388.89
	SAFETY, HEALTH AND E		PARK & RECREATION FAC	388.89
	SAFETY, HEALTH AND E		UTIL ADMIN	388.89
	SAFETY, HEALTH AND E	CONFINED SPACE CERTIFICATION	UTIL ADMIN	500.00
	SAFETY, HEALTH AND E		UTIL ADMIN	500.00
	SAFETY, HEALTH AND E	RIGGING/SIGNAL CERTIFICATION	UTIL ADMIN	583.33
178318	SAN DIEGO POLICE	AMMO	POLICE TRAINING-FIREARMS	35,690.66
178319	SCAIRPON, ERIK	TRAVEL REIMBURSEMENT	POLICE ADMINISTRATION	537.15
178320	SCORE	INMATE MEDICAL	DETENTION & CORRECTION	330.00
178321	SIX ROBBLEES INC	BRAKE CLEANER	ER&R	341.33
178322	SNO CO AUDITOR	RECORDING FEE	NON-DEPARTMENTAL	308.50
178323	SNO CO CHAPTER OF	INSTRUCTOR PAYMENT	RECREATION SERVICES	1,319.09
178324	SOUND SAFETY	UNIFORM - NELSON	FACILITY MAINTENANCE	54.64
	SOUND SAFETY	UNIFORM - GUNN	UTIL ADMIN	224.05
178325	SPRAGUE PEST SOLUTION	EXTERIOR RODENT SERVICE	SOLID WASTE OPERATIONS	84.24
	SPRAGUE PEST SOLUTION		MAINT OF GENL PLANT	84.24
178326	SPRINGBROOK NURSERY	TOPSOIL	ROADSIDE VEGETATION	24.00
	SPRINGBROOK NURSERY		ROADSIDE VEGETATION	24.00
	SPRINGBROOK NURSERY	BARK	GMA-PARKS	31.02
	SPRINGBROOK NURSERY		WASTE WATER TREATMENT	34.53
	SPRINGBROOK NURSERY		WASTE WATER TREATMENT	34.53
	SPRINGBROOK NURSERY	TOPSOIL	WASTE WATER TREATMENT	48.02
178327	STATE PATROL	FINGERPRINT ID SERVICE	INTERGOVERNMENTAL	276.00
178328	STONE, SCOTT	UB REFUND	WATER/SEWER OPERATION	294.96
178329	STONeway ELECTRIC	CREDIT FOR INVOICES	EQUIPMENT RENTAL	-671.85
	STONeway ELECTRIC	CREDIT FOR INV S104612843.001	EQUIPMENT RENTAL	-595.66
	STONeway ELECTRIC	FREIGHT CHARGE	EQUIPMENT RENTAL	27.27
	STONeway ELECTRIC	CIRCUIT BREAKER	EQUIPMENT RENTAL	387.38
	STONeway ELECTRIC	PANELBOARD	EQUIPMENT RENTAL	721.23
	STONeway ELECTRIC	CIRCUIT BREAKER	EQUIPMENT RENTAL	1,014.02
178330	SUMMIT LAW GROUP	GENERAL LABOR	PERSONNEL ADMINISTRATION	1,337.00
178331	SUNBELT CONTROLS INC	CONTROLLER REPLACEMENT	DETENTION & CORRECTION	6,725.67
	SUNBELT CONTROLS INC		POLICE PATROL	6,725.67
178332	SUNBELT RENTALS	PRESSURE WASHER RENTAL	SMALL ENGINE SHOP	111.25
178333	SUPERIOR RESTROOMS	PORTABLE RESTROOM CLEANING	WATER DIST MAINS	71.11
	SUPERIOR RESTROOMS		WATER DIST MAINS	71.11
	SUPERIOR RESTROOMS	CLEANING SERVICE	ROADSIDE VEGETATION	142.22
	SUPERIOR RESTROOMS	PORTABLE RESTROOM RENTAL	RECREATION SERVICES	525.00
	SUPERIOR RESTROOMS	PORTABLE RESTROOMS	GMA-PARKS	715.00
178334	T-MOBILE USA, INC.	INVESTIGATIVE TOOL	POLICE INVESTIGATION	115.00

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM TO

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
178335	THOMSON REUTERS	ONLINE/SOFTWARE SUBSCRIPTION	LEGAL-GENL	858.90
	THOMSON REUTERS		LEGAL - PROSECUTION	858.90
178336	TRANSP0 GROUP	PROFESSIONAL SERVICE	COMMUNITY	3,130.00
178337	TRANSUNION RISK & AL	INVESTIGATIVE TOOL	POLICE INVESTIGATION	491.07
178338	TRUE NORTH EQUIPMENT	PINS, FASTENERS, GRAB ARMS	ER&R	1,675.78
	TRUE NORTH EQUIPMENT	CYLINDERS/PINS/FASTENERS	ER&R	4,469.96
178339	TWISTED HOLLY RANCH	REINDEER	COMMUNITY EVENTS	3,284.74
178340	TWO MEN & A TRUCK	UB REFUND	GARBAGE	1,018.58
178341	ULINE	ABSORBENT SUPPLIES	GENERAL	1,891.90
178342	UNION BANK^	UB REFUND	WATER/SEWER OPERATION	79.02
178343	UNITED RENTALS	RENTAL RETURN/CLEANING CHARGE	PARK & RECREATION FAC	496.99
178344	USA BLUEBOOK	LAB SUPPLIES	WASTE WATER TREATMENT	284.30
	USA BLUEBOOK		WASTE WATER TREATMENT	609.58
	USA BLUEBOOK	FLOW SENSORS	SOURCE OF SUPPLY	689.77
178345	UTILITIES UNDERGROUND	EXCAVATION NOTIFICATION	UTILITY LOCATING	696.60
	UTILITIES UNDERGROUND	EXCAVATION NOTIFICATION	UTILITY LOCATING	855.65
178346	VEGA AMERICAS, INC	PRESSURE SENSOR	WATER SUPPLY MAINS	776.50
178347	VERIZON	PATROL WIRELESS MODEMS	POLICE PATROL	1,384.57
178348	VESTIS GROUP INC.	UNIFORM CLEANING/SHOP RENTALS	EQUIPMENT RENTAL	23.74
	VESTIS GROUP INC.		EQUIPMENT RENTAL	34.08
	VESTIS GROUP INC.		EQUIPMENT RENTAL	37.15
	VESTIS GROUP INC.		EQUIPMENT RENTAL	37.15
	VESTIS GROUP INC.		EQUIPMENT RENTAL	44.11
	VESTIS GROUP INC.		EQUIPMENT RENTAL	63.31
	VESTIS GROUP INC.		EQUIPMENT RENTAL	68.99
	VESTIS GROUP INC.		EQUIPMENT RENTAL	68.99
178349	VESTIS GROUP INC.	CUSTODIAL CLEANING/MCC RENTALS	CUSTODIAL SERVICES	35.88
	VESTIS GROUP INC.		CUSTODIAL SERVICES	35.88
	VESTIS GROUP INC.		CUSTODIAL SERVICES	38.88
	VESTIS GROUP INC.		CUSTODIAL SERVICES	38.88
	VESTIS GROUP INC.		CUSTODIAL SERVICES	148.65
	VESTIS GROUP INC.		CUSTODIAL SERVICES	148.65
	VESTIS GROUP INC.		CUSTODIAL SERVICES	155.50
	VESTIS GROUP INC.		CUSTODIAL SERVICES	155.50
178350	VESTIS GROUP INC.	LINEN SERVICE	OPERA HOUSE	241.30
178351	WA AUDIOLOGY SRVCS	AUDIOGRAM DATA ENTRY/REVIEW	PERSONNEL ADMINISTRATION	144.00
178352	WALTERS, PATRICK	ADVANCE SEARCH AND SEIZURE	POLICE PATROL	301.00
	WALTERS, PATRICK	PASCO REGIONAL SE BLEA	POLICE PATROL	301.00
178353	WARFEL, CHRISTOPHER	UB REFUND	WATER/SEWER OPERATION	15.18
178354	WAXIE SANITARY SUPPL	PORTABLE WASH STATION SUPPLIES	PARK & RECREATION FAC	94.11
178355	WEBBER, WILLIAM & KE	UB REFUND	WATER/SEWER OPERATION	53.13
178356	WEISER, LISA D	INSTRUCTOR PAYMENT	RECREATION SERVICES	361.80
178357	WESTERN MECHANICAL &	COMPRESSOR REPLACEMENT	PARK & RECREATION FAC	4,360.80
178358	WHISTLE WORKWEAR	UNIFORM - MUNRO	GENERAL	168.11
	WHISTLE WORKWEAR	UNIFORM - BARTLETT	GENERAL	168.14
	WHISTLE WORKWEAR	UNIFORM - MUNRO	GENERAL	173.08
	WHISTLE WORKWEAR	UNIFORM - BARTLETT	GENERAL	182.95
178359	WHITE CAP	CONCRETE BROOM FINISH	SIDEWALK MAINTENANCE	182.67
178360	WINELAND, CARL	REIMBURSEMENT - MEAL	FACILITY MAINTENANCE	9.37
178361	WOODLAND RESOURCE	AQUATIC SPRAY	WASTE WATER TREATMENT	2,581.84
178362	YUMUL, ROMA C	UB REFUND	WATER/SEWER OPERATION	77.55
178363	ZIPLY FIBER	ACCT #3606517319	TRAFFIC CONTROL DEVICES	69.79

DATE: 6/11/2025
TIME: 9:15:38AM

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM TO

PAGE: 16

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
178364	ZIPLY FIBER	ACCT #3606534028	CITY HALL	186.39
178365	ZIPLY FIBER	ACCT #3606534741	WASTE WATER TREATMENT	91.68
178366	ZIPLY FIBER	ACCT #3606537208	OPERA HOUSE	86.99
178367	ZIPLY FIBER	ACCT #3606577075	POLICE PATROL	75.44
178368	ZIPLY FIBER	ACCT #3606577108	STREET LIGHTING	75.23
178369	ZIPLY FIBER	ACCT #3606583358	POLICE PATROL	75.23
178370	ZIPLY FIBER	ACCT #3606585292	PERSONNEL ADMINISTRATION	41.93
	ZIPLY FIBER		MUNICIPAL COURTS	148.63
178371	ZIPLY FIBER	ACCT #3601971148	PARK & RECREATION FAC	457.00
178372	ZIPLY FIBER	PHONE SERVICE	POLICE ADMINISTRATION	59.60
	ZIPLY FIBER		POLICE PATROL	59.60
	ZIPLY FIBER		COMMUNICATION CENTER	59.60
	ZIPLY FIBER		UTILITY BILLING	59.60
	ZIPLY FIBER		GENERAL	59.60
	ZIPLY FIBER		GOLF ADMINISTRATION	59.60
	ZIPLY FIBER		COMMUNITY	119.20
	ZIPLY FIBER		DETENTION & CORRECTION	119.20
	ZIPLY FIBER		OFFICE OPERATIONS	119.20
	ZIPLY FIBER		GOLF ADMINISTRATION	119.20
	ZIPLY FIBER		CITY HALL	178.79
	ZIPLY FIBER		RECREATION SERVICES	238.39
	ZIPLY FIBER		WASTE WATER TREATMENT	297.99
	ZIPLY FIBER		UTIL ADMIN	297.99

WARRANT TOTAL: 639,057.02

BRITTANY BRAND	CHECK LOST/DAMAGED	VOID	163893	50.00
BRIAN & CRYSTAL BUCKLEY	CHECK LOST/DAMAGED	VOID	166063	227.66
RONALD HOLSCHER	CHECK LOST/DAMAGED	VOID	166659	233.70
DAVID & JUDY JOHNSON	CHECK LOST/DAMAGED	VOID	166764	198.20
JERRY MAUCH	CHECK LOST/DAMAGED	VOID	168385	214.45
AUBREE REHAUME	CHECK LOST/DAMAGED	VOID	170635	27.13
JOHN LOPEZ & TRISHA ATALIG	CHECK LOST/DAMAGED	VOID	174185	289.02
ANAYELI MERCADO RAMIREZ	CHECK LOST/DAMAGED	VOID	174618	220.16
SOUND PUBLISHING INC.	INITIATOR ERROR	VOID	178056	60.20
WA DEPT OF ECOLOGY	INITIATOR ERROR	VOID	178123	1,208.00

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

WARRANT TOTAL:

\$636,328.50



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 23, 2025

SUBMITTED BY: Thadd Zehnder, Engineering

ITEM TYPE: Bid Award

AGENDA SECTION: **Review Bids**

SUBJECT: Contract Award - WWTP Chemical Tank Replacement Project

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to award and execute the WWTP Chemical Tank Replacement project contract with McClure and Sons, Inc. in the amount of \$489,861.47 including sales tax and approve a management reserve of \$48,990.00 for a total allocation of \$538,851.47.

SUMMARY:

The WWTP Chemical Tank Replacement Project will replace three existing chemical tanks and their associated restraints, piping and other appurtenances. This replacement will provide the Plant with additional storage volume for chemicals as well as update the piping and other associated systems for easier and safer operations. This project will also replace an existing shower/eye wash station and install a new injection port for dosing of flocculent into the downstream side of the strainers installed as part of the WWTP Near Term Improvements Project.

The Project was advertised for a Bid Opening on June 4, 2025. The City received three bids per the attached bid tabulation. The low bidder was McClure and Sons, Inc. (MSI) with a bid of \$489,861.47, including sales tax. The engineer's estimate for this work is \$492,861.47. The Project Checklist was completed and there are no outstanding issues that would not allow this work to be awarded to MSI. Staff recommend award to MSI in the amount of \$489,861.47 including sales tax, and authorize a ten-percent management reserve of \$48,990.00, for a total allocation of \$538,851.47.

ATTACHMENTS:
[Certified Bid Tabulation](#)
[Contract](#)

City of Marysville
WWTP Chemical Tank Replacement Project - Certified Bid Tabulation

Bid Opening: June 4, 2025 10:00am

Apparent Low Bidder

ITEM NO.	ITEM	QUANTITY	UNIT	Engineer's Estimate		Award Construction, Inc.		McClure and Sons, Inc.		Gary Harper Construction, Inc.	
				UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization/Demobilization, Bonds and Insurance	1	LS	\$ 69,805.00	\$ 69,805.00	\$ 45,000.00	\$ 45,000.00	\$ 30,000.00	\$ 30,000.00	\$ 73,800.00	\$ 73,800.00
2	Furnish Chemical Storage Tanks	3	EA	\$ 43,125.00	\$ 129,375.00	\$ 33,000.00	\$ 99,000.00	\$ 30,590.33	\$ 91,771.00	\$ 43,167.00	\$ 129,501.00
3	Chemical Storage Tanks Demolition and Temporary Relocation	1	LS	\$ 52,875.00	\$ 52,875.00	\$ 55,000.00	\$ 55,000.00	\$ 90,000.00	\$ 90,000.00	\$ 81,200.00	\$ 81,200.00
4	Install Chemical Storage Tanks	1	LS	\$ 45,770.00	\$ 45,770.00	\$ 150,000.00	\$ 150,000.00	\$ 92,000.00	\$ 92,000.00	\$ 133,200.00	\$ 133,200.00
5	Concrete Surface Repair	60	SF	\$ 345.00	\$ 20,700.00	\$ 350.00	\$ 21,000.00	\$ 400.00	\$ 24,000.00	\$ 370.00	\$ 22,200.00
6	Electrical Work	1	LS	\$ 65,410.00	\$ 65,410.00	\$ 35,000.00	\$ 35,000.00	\$ 40,000.00	\$ 40,000.00	\$ 26,700.00	\$ 26,700.00
7	Instrumentation and Controls	1	LS	\$ 41,055.00	\$ 41,055.00	\$ 65,000.00	\$ 65,000.00	\$ 55,000.00	\$ 55,000.00	\$ 83,300.00	\$ 83,300.00
8	Force Account	1	FA	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
Total Base Bid					\$ 449,990.00		\$ 495,000.00		\$ 447,771.00		\$ 574,901.00
Sales Tax @ 9.4%					\$ 42,299.06		\$ 46,530.00		\$ 42,090.47		\$ 54,040.69
TOTAL BASE BID					\$ 492,289.06		\$ 541,530.00		\$ 489,861.47		\$ 628,941.69



We hereby certify that this bid tabulation represents all bids received and that all calculations have been checked and are correct.
Red text entries denote math corrections made.



PUBLIC WORKS CONTRACT

THIS PUBLIC WORKS CONTRACT (the “Contract”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (the “City”) and McClure and Sons, Inc, a corporation, organized under the laws of the State of Washington, located and doing business at 15714 Country Club Drive, Mill Creek WA 98012, (the “Contractor”).

WITNESSETH:

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

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

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

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

WWTP Chemical Tank Replacement (S2303)

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

- A. This Contract;
- B. The Call for Bids, Information for Bidders, and Bidder’s Checklist;
- C. 2025 Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction as modified by all amendments thereto as of the date of the Contractor’s bid;
- D. Special Provisions
- E. Plans, Drawings, Project and Technical Specifications;
- F. Addenda (if any)
- G. Contractor's Proposal/Bid
- H. Payment Bond and Performance Bond; and
- I. All provisions required by law whether set forth and reproduced herein or not.

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

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

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

- II. TIME FOR COMPLETION & LIQUIDATED DAMAGES.** Physical completion shall be achieved within Eighty (80) working days of the effective date of the Full Notice to Proceed. If said work is not completed within the time specified, the Contractor agrees to pay the City liquidated damages as provided in Section 1-08.9 of the Standard Specifications.
- III. COMPENSATION AND METHOD OF PAYMENT.** The lump sum/total itemized amount of the Contract is four hundred eighty-nine thousand eight hundred sixty-one dollars and forty-seven cents (\$489,861.47) including Washington State Sales Tax. The total Project cost includes all costs associated with the Project work, including, but not limited to labor, materials, overhead, and administrative, permit, and regulatory costs, unless otherwise agreed in writing. The Project cost is based on the proposal/bid submitted by the Contractor dated June 4, 2025. The basis for final payment will be the actual amount of work performed according to the Contract Documents and payments, whether partial or final, shall be made as specified therein.
- IV. ATTORNEY FEES.** Should either the City or the Contractor commence any legal action relating to the provisions of this Contract, or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses and reasonable attorney fees.
- V. INDEMNIFICATION.** In addition to any other obligations contained in the Contract Documents,
- A. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.
 - B. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.
 - C. The Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, as provided in RCW 4.24.115. The indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts; provided the Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against the Contractor by the City and does not include, or extend to, any claims by the Contractor's employees directly against Contractor. The obligations of Contractor under this subsection have been

mutually negotiated by the parties hereto, and Contractor acknowledges that the City would not enter into this Contract without the waiver thereof of Contractor.

_____ (City initials) _____ (Contractor initials)

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

VI. CONTRACT ADMINISTRATION.

This Contract shall be administered Les McClure on behalf of the Contractor and by Thadd Zehnder on behalf of the City. Any written notices required by the terms of this Contract shall be served or mailed to the following addresses:

<u>Contractor:</u>	<u>City:</u>
McClure and Sons, Inc.	City of Marysville
15714 Country Club Drive	Public Works – Attn: _____
Mill Creek, WA 98012	501 Delta Ave
_____	Marysville, WA 98270

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

- VIII. DEBARMENT.** By signing this contract, Contractor certifies that it is not presently debarred or proposed for debarment, suspended, or otherwise excluded by any state or federal department or agency from participating in transactions. Contractor agrees to refrain from hiring any subcontractor or employee who is debarred, proposed for debarment, suspended, or otherwise excluded by a state or federal department or agency from participating in transactions. Contractor must immediately notify the City if it or any subcontractor or employee is proposed for debarment or is debarred during the term of this Contract. The City may terminate this Contract if the Contractor, a subcontractor, or employee is debarred, proposed for debarment, suspended, or otherwise excluded by a state or federal department or agency from participating in transactions.

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

DATED _____

CITY OF MARYSVILLE

By: _____
Jon Nehring, Mayor

DATED _____

_____(CONTRACTOR)

By: _____

_____(Name)

Its: _____ (Title)

Attested/Authenticated:

Chari Taber, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 23, 2025

SUBMITTED BY: Thadd Zehnder, Engineering

ITEM TYPE: Bid Award

AGENDA SECTION: **Review Bids**

SUBJECT: Contract Award - WWTP Effluent Flow Splitting Project

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to award and execute the WWTP Effluent Flow Splitting project contract with McClure and Sons, Inc. in the amount of \$492,286.87 including sales tax and approve a management reserve of \$49,230.00 for a total allocation of \$541,516.87.

SUMMARY:

The WWTP Effluent Flow Splitting Project will provide a means for WWTP staff to better control the effluent discharges for the plant by allowing them to direct flows to both Everett and the City's existing outfall at Steamboat Slough. The City is allowed to discharge 6.6 MGD (million gallons per day) to the slough November through June of each year. If flows exceed that amount the effluent must be sent to Everett. The current configuration does not allow for the flow to split between Everett and the slough. These improvements will allow the City to maximize the discharge to the slough and split off any flows larger to be sent to Everett. In addition to providing for better operational flexibility, the ability to control the flows is projected to provide savings for the utility by controlling the amount of effluent being sent to Everett. The Project will include the furnishing and installation of several new electrically actuated valves, a new flow meter, new double contained pipe with the ability to dose sodium hypochlorite, a new sampling station, updated PLC and SCADA programming, and other items necessary for a complete and operational flow splitting system.

The Project was advertised for a Bid Opening on June 4, 2025. The City received three bids per the attached bid tabulation. The low bidder was McClure and Sons, Inc.(MSI) with a bid of \$492,286.87, including sales tax. The engineer's estimate for this work is \$584,879.75. The Project Checklist was completed and there are no outstanding issues that would not allow this work to be awarded to MSI. Staff recommend award to MSI in the amount of \$492,286.87 including sales tax, and authorize a ten-percent management reserve of \$49,230.00, for a total allocation of \$541,516.87.

ATTACHMENTS:

[Certified Bid Tab
Contract.pdf](#)

City of Marysville
WWTP Effluent Flow Splitting Project - Certified Bid Tabulation

Bid Opening: June 4, 2025 10:30am

Apparent Low Bidder

ITEM NO.	ITEM	QUANTITY	UNIT	Engineer's Estimate		Award Construction, Inc.		McClure and Sons, Inc.		Gary Harper Construction, Inc.	
				UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization/Demobilization, Bonds and Insurance	1	LS	\$ 98,700.00	\$ 98,700.00	\$ 50,000.00	\$ 50,000.00	\$ 33,000.00	\$ 33,000.00	\$ 72,800.00	\$ 72,800.00
2	Steamboat Slough Outfall Flow Meter Vault	1	LS	\$ 95,730.00	\$ 95,730.00	\$ 60,000.00	\$ 60,000.00	\$ 71,500.00	\$ 71,500.00	\$ 83,300.00	\$ 83,300.00
3	SEPS Outfall Flow Meter Vault	1	LS	\$ 79,915.00	\$ 79,915.00	\$ 82,000.00	\$ 82,000.00	\$ 82,000.00	\$ 82,000.00	\$ 75,000.00	\$ 75,000.00
4	SEPS Sodium Hypochlorite Dosing	1	LS	\$ 57,615.00	\$ 57,615.00	\$ 135,000.00	\$ 135,000.00	\$ 78,488.00	\$ 78,488.00	\$ 107,800.00	\$ 107,800.00
5	Sampling Station	1	LS	\$ 10,100.00	\$ 10,100.00	\$ 17,000.00	\$ 17,000.00	\$ 15,000.00	\$ 15,000.00	\$ 10,800.00	\$ 10,800.00
6	Electrical Work	1	LS	\$ 107,765.00	\$ 107,765.00	\$ 59,000.00	\$ 59,000.00	\$ 70,000.00	\$ 70,000.00	\$ 41,600.00	\$ 41,600.00
7	PLC Programming and SCADA Integration	1	LS	\$ 59,800.00	\$ 59,800.00	\$ 88,000.00	\$ 88,000.00	\$ 75,000.00	\$ 75,000.00	\$ 108,000.00	\$ 108,000.00
8	Force Account	1	FA	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
Total Base Bid					\$ 534,625.00		\$ 516,000.00		\$ 449,988.00		\$ 524,300.00
Sales Tax @ 9.4%					\$ 50,254.75		\$ 48,504.00		\$ 42,298.87		\$ 49,284.20
TOTAL BASE BID					\$ 584,879.75		\$ 564,504.00		\$ 492,286.87		\$ 573,584.20



We hereby certify that this bid
tabulation represents all bids received
and that all calculations have been
checked and are correct.
Red text entries denote math corrections made.



PUBLIC WORKS CONTRACT

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

WITNESSETH:

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

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

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

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

WWTP Effluent Flow Splitting (S2304)

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

- A. This Contract;
- B. The Call for Bids, Information for Bidders, and Bidder’s Checklist;
- C. 2024 Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction as modified by all amendments thereto as of the date of the Contractor’s bid;
- D. Special Provisions
- E. Plans, Drawings, Project and Technical Specifications;
- F. Addenda (if any)
- G. Contractor's Proposal/Bid
- H. Payment Bond and Performance Bond; and
- I. All provisions required by law whether set forth and reproduced herein or not.

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

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

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

- II. TIME FOR COMPLETION & LIQUIDATED DAMAGES.** Physical completion shall be achieved within Ninety (90) working days of the effective date of the Notice to Proceed. If said work is not completed within the time specified, the Contractor agrees to pay the City liquidated damages as provided in Section 1-08.9 of the Standard Specifications.
- III. COMPENSATION AND METHOD OF PAYMENT.** The lump sum/total itemized amount of the Contract is [Contract Amount] (\$_____) including Washington State Sales Tax. The total Project cost includes all costs associated with the Project work, including, but not limited to labor, materials, overhead, and administrative, permit, and regulatory costs, unless otherwise agreed in writing. The Project cost is based on the proposal/bid submitted by the Contractor dated _____. The basis for final payment will be the actual amount of work performed according to the Contract Documents and payments, whether partial or final, shall be made as specified therein.
- IV. ATTORNEY FEES.** Should either the City or the Contractor commence any legal action relating to the provisions of this Contract, or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses and reasonable attorney fees.
- V. INDEMNIFICATION.** In addition to any other obligations contained in the Contract Documents,
- A. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.
 - B. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.
 - C. The Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, as provided in RCW 4.24.115. The indemnification obligation under this Contract

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

_____ (City initials) _____ (Contractor initials)

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

VI. CONTRACT ADMINISTRATION.

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

<u>Contractor:</u>	<u>City:</u>
_____	City of Marysville
_____	Public Works – Attn: _____
_____	501 Delta Ave
_____	Marysville, WA 98270

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

VIII. DEBARMENT. By signing this contract, Contractor certifies that it is not presently debarred or proposed for debarment, suspended, or otherwise excluded by any state or federal department or agency from participating in transactions. Contractor agrees to refrain from hiring any subcontractor or employee who is debarred, proposed for debarment, suspended, or otherwise excluded by a state or federal department or agency from participating in transactions. Contractor must immediately notify the City if it or any subcontractor or employee is proposed for debarment or is debarred during the term of this Contract. The City may terminate this Contract if the Contractor, a subcontractor, or employee is debarred, proposed for debarment, suspended, or otherwise excluded by a state or federal department or agency from participating in transactions.

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

DATED _____

CITY OF MARYSVILLE

By: _____

Jon Nehring, Mayor

DATED _____

_____(CONTRACTOR)

By: _____

_____(Name)

Its: _____ (Title)

Attested/Authenticated:

Chari Taber, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 23, 2025

SUBMITTED BY: Laurie Barbosa, Engineering

ITEM TYPE: Agreement

AGENDA SECTION: **Review Bids**

SUBJECT: Contract Award – Comeford Park Sidewalk and Lighting Project

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to award and execute the Comeford Park Sidewalk and Lighting Project contract with Reaper Construction Inc. in the amount of \$283,330.00 including sales tax and approve a management reserve of \$28,333.00 for a total allocation of \$311,663.00.

SUMMARY:

The Comeford Park Sidewalk and Lighting Project will replace existing sidewalks and grass landscape planter with 8-foot-wide concrete sidewalks and street lighting to match Marysville Civic Campus lighting standards. Proposed improvements are within public right of way along the north side of 5th Street and the south side of 6th Street between Delta Avenue and State Avenue. Construction will include concrete sidewalks and ramps to meet ADA standards, installation of light posts, electrical conduit and wiring, minor utility adjustments, restoration and other work.

The project was advertised for a June 16, 2025, bid opening. The City received four bids as shown on the attached bid tabulation. The lowest, responsive bidder was Reaper Construction Inc. at \$283,330.00. The engineer's estimate was \$299,281.70. References have been checked and found to be satisfactory. Staff therefore recommends award to the apparent low bidder, Reaper Construction. Inc., in the amount of \$283,330.00, and to authorize a ten-percent management reserve of \$28,333.00, for a total allocation of \$311,663.00. The project is funded in part by the Community Development Block Grant (CDBG) program. The agreement reimburses for up to \$173,270.04 of the Contract Bid amount. The total anticipated construction cost to the City is \$138,692.96, which is funded by the TBD. This amount exceeds the total budget and will be included in a budget amendment.

ATTACHMENTS:

[Certified Bid Tabulation](#)

[Contract Draft](#)

City of Marysville
Certified Bid Tabulation
Comeford Park Sidewalk and Lighting Project

Bid Opening: June 16, 2025 at 1:00 p.m.

Apparent Low Bidder

				Engineer's Estimate		Reaper Construction Inc		Zenisco Inc		PNW Civil Inc		SRV Construction Inc	
ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	MINOR CHANGES	1	FA	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
2	ROADWAY SURVEYING	1	LS	\$5,000.00	\$ 5,000.00	\$2,800.00	\$ 2,800.00	\$ 7,800.00	\$ 7,800.00	\$ 1,900.00	\$ 1,900.00	\$ 2,900.00	\$ 2,900.00
3	RECORD DRAWINGS (Minimum Bid \$2,000.00)	1	LS	\$1,500.00	\$ 1,500.00	\$2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
4	SPCC PLAN	1	LS	\$500.00	\$ 500.00	\$500.00	\$ 500.00	\$ 2,500.00	\$ 2,500.00	\$ 200.00	\$ 200.00	\$ 500.00	\$ 500.00
5	MOBILIZATION	1	LS	\$22,000.00	\$ 22,000.00	\$31,000.00	\$ 31,000.00	\$ 2,800.00	\$ 2,800.00	\$ 31,000.00	\$ 31,000.00	\$ 74,500.00	\$ 74,500.00
6	PROJECT TEMPORARY TRAFFIC CONTROL	1	LS	\$2,500.00	\$ 2,500.00	\$20,000.00	\$ 20,000.00	\$ 5,500.00	\$ 5,500.00	\$ 1,200.00	\$ 1,200.00	\$ 17,750.00	\$ 17,750.00
7	CLEARING AND GRUBBING	1	LS	\$5,000.00	\$ 5,000.00	\$3,000.00	\$ 3,000.00	\$ 7,950.00	\$ 7,950.00	\$ 5,900.00	\$ 5,900.00	\$ 12,850.00	\$ 12,850.00
8	SAWCUT	100	LF	\$7.00	\$ 700.00	\$3.00	\$ 300.00	\$ 120.00	\$ 12,000.00	\$ 9.00	\$ 900.00	\$ 10.00	\$ 1,000.00
9	REMOVAL OF SIDEWALK	376	SY	\$65.00	\$ 24,440.00	\$45.00	\$ 16,920.00	\$ 95.00	\$ 35,720.00	\$ 38.00	\$ 14,288.00	\$ 26.75	\$ 10,058.00
10	REMOVAL OF CEMENT CONC. TRAFFIC CURB AND GUTTER	50	LF	\$85.00	\$ 4,250.00	\$45.00	\$ 2,250.00	*	\$ -	\$ 23.00	\$ 1,150.00	\$ 14.50	\$ 725.00
11	CRUSHED SURFACING TOP COURSE	118	TON	\$157.50	\$ 18,585.00	\$80.00	\$ 9,440.00	\$ 50.00	\$ 5,900.00	\$ 110.00	\$ 12,980.00	\$ 41.00	\$ 4,838.00
12	ADJUST JUNCTION BOX	1	EACH	\$432.78	\$ 432.78	\$750.00	\$ 750.00	\$ 5,500.00	\$ 5,500.00	\$ 300.00	\$ 300.00	\$ 1,400.00	\$ 1,400.00
13	DRAINAGE ASSEMBLY	1	EACH	\$5,500.00	\$ 5,500.00	\$4,000.00	\$ 4,000.00	\$ 3,960.00	\$ 3,960.00	\$ 7,900.00	\$ 7,900.00	\$ 4,500.00	\$ 4,500.00
14	ADJUST WATER VALVE	1	EACH	\$1,023.00	\$ 1,023.00	\$750.00	\$ 750.00	\$ 13,950.00	\$ 13,950.00	\$ 330.00	\$ 330.00	\$ 950.00	\$ 950.00
15	PROPERTY RESTORATION	1	LS	\$5,500.00	\$ 5,500.00	\$5,000.00	\$ 5,000.00	\$ 14,560.00	\$ 14,560.00	\$ 3,100.00	\$ 3,100.00	\$ 12,750.00	\$ 12,750.00
16	CEMENT CONC. TRAFFIC CURB AND GUTTER	42	LF	\$51.80	\$ 2,175.60	\$55.00	\$ 2,310.00	*	\$ -	\$ 71.00	\$ 2,982.00	\$ 72.00	\$ 3,024.00
17	PROJECT SIGN	2.00	EACH	\$806.33	\$ 1,612.66	\$500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00	\$ 460.00	\$ 920.00	\$ 650.00	\$ 1,300.00
18	CEMENT CONC. CURB RAMP - PARALLEL	1	EACH	\$2,630.00	\$ 2,630.00	\$2,000.00	\$ 2,000.00	\$ 38,960.00	\$ 38,960.00	\$ 4,300.00	\$ 4,300.00	\$ 4,250.00	\$ 4,250.00
18.1	CEMENT CONC. CURB RAMP - PERPENDICULAR	1	EACH	\$2,630.00	\$ 2,630.00	\$1,800.00	\$ 1,800.00	*	\$ -	\$ 4,000.00	\$ 4,000.00	\$ 4,250.00	\$ 4,250.00
18.2	CEMENT CONC. SIDEWALK	554	SY	\$103.29	\$ 57,222.66	\$65.00	\$ 36,010.00	*	\$ -	\$ 93.00	\$ 51,522.00	\$ 119.00	\$ 65,926.00
19	ILLUMINATION AND POWER SUPPLY SYSTEM, COMPLETE	1	LS	\$124,330.00	\$ 124,330.00	\$130,000.00	\$ 130,000.00	\$ 85,500.00	\$ 85,500.00	\$ 213,000.00	\$ 213,000.00	\$ 210,000.00	\$ 210,000.00
20	RELOCATE CLUSTER BOX UNIT	1	LS	\$1,750.00	\$ 1,750.00	\$1,500.00	\$ 1,500.00	\$ 6,640.00	\$ 6,640.00	\$ 2,400.00	\$ 2,400.00	\$ 6,300.00	\$ 6,300.00
TOTAL BID				\$299,281.70		\$283,330.00		--		\$372,272.00		\$451,771.00	

*Did not bid on revised Bid Schedule per Addendum 1



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



PUBLIC WORKS CONTRACT

THIS PUBLIC WORKS CONTRACT (the “Contract”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (the “City”) and Reaper Construction Inc. (Contractor), a for-profit Corporation, organized under the laws of the State of Washington, located and doing business at 11004 233rd St NE, Arlington WA, (the “Contractor”).

WITNESSETH:

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

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

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

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

Comeford Park Sidewalk and Lighting

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

- A. This Contract;
- B. The Call for Bids, Information for Bidders, and Bidder’s Checklist;
- C. 2025 Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction as modified by all amendments thereto as of the date of the Contractor’s bid;
- D. Special Provisions
- E. Plans, Drawings, Project and Technical Specifications;
- F. Addenda (if any)
- G. Contractor's Proposal/Bid
- H. Payment Bond and Performance Bond; and
- I. All provisions required by law whether set forth and reproduced herein or not.

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

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

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

- II. TIME FOR COMPLETION & LIQUIDATED DAMAGES.** Physical completion shall be achieved within [Enter Working Days i.e. Forty] (XX i.e. 40) working days of the effective date of the Notice to Proceed. If said work is not completed within the time specified, the Contractor agrees to pay the City liquidated damages as provided in Section 1-08.9 of the Standard Specifications.
- III. COMPENSATION AND METHOD OF PAYMENT.** The lump sum/total itemized amount of the Contract is [Contract Amount] (\$283,330.00) including Washington State Sales Tax. The total Project cost includes all costs associated with the Project work, including, but not limited to labor, materials, overhead, sales and use taxes, profit, subcontractors, consultants, professional services, and administrative, permit, and regulatory costs, unless otherwise agreed in writing. The Project cost is based on the proposal/bid submitted by the Contractor dated June 16, 2025. The basis for final payment will be the actual amount of work performed and payments, whether partial or final, will be made according to the Contract Documents.
- IV. ATTORNEY FEES.** Should either the City or the Contractor commence any legal action relating to the provisions of this Contract, or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses and reasonable attorney fees.
- V. INDEMNIFICATION.** In addition to any other obligations contained in the Contract Documents,

 - A. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.
 - B. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.
 - C. The Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, as provided in RCW 4.24.115. The indemnification obligation under this Contract

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

_____ (City initials) _____ (Contractor initials)

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

VI. CONTRACT ADMINISTRATION.

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

Contractor:
Reaper Construction Inc.
Attn:
PO Box 339
Arlington WA, 98223-0339

City:
City of Marysville
Public Works – Attn: Nick Loutsis
501 Delta Ave
Marysville, WA 98270

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

- VIII. DEBARMENT.** By signing this contract, Contractor certifies that it is not presently debarred or proposed for debarment, suspended, or otherwise excluded by any state or federal department or agency from participating in transactions. Contractor agrees to refrain from hiring any subcontractor or employee who is debarred, proposed for debarment, suspended, or otherwise excluded by a state or federal department or agency from participating in transactions. Contractor must immediately notify the City if it or any subcontractor or employee is proposed for debarment or is debarred during the term of this Contract. The City may terminate this Contract if the Contractor, a subcontractor, or employee is debarred, proposed for debarment, suspended, or otherwise excluded by a state or federal department or agency from participating in transactions.

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

DATED _____

CITY OF MARYSVILLE

By: _____

Jon Nehring, Mayor

DATED _____

REAPER CONSTRUCTION INC.
(CONTRACTOR)

By: _____

_____(Name)

Its: _____ (Title)

Attested/Authenticated:

Chari Taber, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 23, 2025

SUBMITTED BY: Nick Loutsis, Engineering

ITEM TYPE: Bid Award

AGENDA SECTION: **Review Bids**

SUBJECT: Contract Award - Cedarcrest Golf Course Irrigation Replacement Project

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to award and execute the Cedarcrest Golf Course Irrigation Replacement Project contract with Terra Dynamics Inc. in the amount of \$3,858,829.00 including sales tax and approve a management reserve of \$385,882.90 for a total allocation of \$4,244,711.90.

SUMMARY:

The Cedarcrest Golf Course Irrigation Replacement Project will fully replace the existing irrigation system, replace the water supply and pump equipment including rehabilitating the wet well and replacing the pump station roof, dredging of the on-site water reservoir and expansion of several tee boxes to improve efficiency of the course.

The project was advertised for an April 3, 2025, opening during which the City received no bids. After receiving no bids, staff reached out to prospective bidders to obtain feedback on the bid proposal. Rather than readvertise the bid, the City moved forward with direct contract procedures as allowed for under RCW 35.23.352 when no bids are received through a competitive process. As such, the City moved forward with an informal process that included soliciting proposals from prospective bidders. This resulted in receipt of two cost proposal submittals and two verbal quotes as shown on the attached bid tabulation.

Terra Dynamics Inc. furnished the lowest priced proposal at a total cost of 3,858,829.00 including sales tax. The engineer's estimate was \$3,739,500.00. References have been checked and found to be satisfactory. Staff therefore recommend approval of the contract with Terra Dynamics Inc., in the amount of \$3,858,829.00, and to approve a management reserve of \$385,882.90 (10-percent), for a total allocation of \$4,244,711.90.

ATTACHMENTS:

[Tabulation of Quotes.pdf](#)

[Contract.pdf](#)

[Vicinity Map.pdf](#)

City of Marysville
Tabulation Of Informal Construction Quotes After Receiving No Bids
Cedarcrest Golf Course Irrigation Replacement Project

								Low Quote					
				Engineer's Estimate		Mid-America Golf		Terra Dynamics, Inc.		Duininck Construction		Greenscape Methods	
ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Irrigation System Base Bid	1	LS	\$3,042,000.00	\$ 3,042,000.00	\$3,309,116.93	\$ 3,309,116.93	\$ 2,667,000.00	\$ 2,667,000.00	Provided verbal quote.		Provided verbal quote.	
	Bid Additives												
A	Irrigation Pump Replacement	1	LS	\$350,000.00	\$ 350,000.00	\$437,932.30	\$ 437,932.30	\$ 478,000.00	\$ 478,000.00				
B	Wet Well Rehabilitation	1	LS	\$97,000.00	\$ 97,000.00	\$183,746.79	\$ 183,746.79						
C	Full Roof Replacement (Existing Pump Plant)	1	LS	\$33,000.00	\$ 33,000.00	\$252,010.27	\$ 252,010.27	\$ 49,500.00	\$ 49,500.00				
D	Reservoir Dredging, Dewatering and Material Distribution	1	LS	\$150,000.00	\$ 150,000.00	\$343,125.99	\$ 343,125.99	\$ 152,500.00	\$ 152,500.00				
E	Reservoir Auto-Fill System Replacement	1	LS	\$20,000.00	\$ 20,000.00	\$105,511.43	\$ 105,511.43	\$ 27,500.00	\$ 27,500.00				
F	Tee box Surface Treatment	1	LS	\$47,500.00	\$ 47,500.00	\$120,014.66	\$ 120,014.66	\$ 107,500.00	\$ 107,500.00				
	TOTAL BASE BID + BID ADDITIVES A, B, C, F, E, F				\$3,739,500.00		\$4,751,458.37		\$3,482,000.00				
	Bonding				-		-		\$ 45,266.00				
	Subtotal								\$3,527,266.00				
	Sales Tax 9.4%				-		-		\$ 331,563.00				
	Total Quote				\$3,739,500.00		\$4,751,458.37		\$3,858,829.00		\$6,000,000.00 - \$7,000,000.00		\$7,000,000.00 +



PUBLIC WORKS CONTRACT

THIS PUBLIC WORKS CONTRACT (the “Contract”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (the “City”) and Terra Dynamics, Inc., a profit corporation, organized under the laws of the State of Washington, located and doing business at 34721 W Valley Hwy S Algona, WA 98001 , (the “Contractor”).

WITNESSETH:

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

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

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

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

**Cedarcrest Golf Course Irrigation Replacement Project
City Project Number 42047076.563000 2518**

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

- A. This Contract;
- B. The Call for Bids, Information for Bidders, and Bidder’s Checklist;
- C. 2025 Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction as modified by all amendments thereto as of the date of the Contractor’s bid;
- D. Special Provisions
- E. Plans, Drawings, Project and Technical Specifications;
- F. Addenda (if any)
- G. Contractor's Proposal/Bid
- H. Payment Bond and Performance Bond; and
- I. All provisions required by law whether set forth and reproduced herein or not.

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

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

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

- II. TIME FOR COMPLETION & LIQUIDATED DAMAGES.** Physical completion shall be achieved within One Hundred and Sixteen (150) working days of the effective date of the Notice to Proceed. If said work is not completed within the time specified, the Contractor agrees to pay the City liquidated damages as provided in Section 1-08.9 of the Standard Specifications.
- III. COMPENSATION AND METHOD OF PAYMENT.** The lump sum/total itemized amount of the Contract is Three Million Eight Hundred Fifty Eight Thousand Eight Hundred Twenty Nine Dollars and Zero Cents (\$3,858,829.00) including Washington State Sales Tax. The total Project cost includes all costs associated with the Project work, including, but not limited to labor, materials, overhead, and administrative, permit, and regulatory costs, unless otherwise agreed in writing. The Project cost is based on the proposal/bid submitted by the Contractor dated June 4, 2025. The basis for final payment will be the actual amount of work performed according to the Contract Documents and payments, whether partial or final, shall be made as specified therein.
- IV. ATTORNEY FEES.** Should either the City or the Contractor commence any legal action relating to the provisions of this Contract, or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses and reasonable attorney fees.
- V. INDEMNIFICATION.** In addition to any other obligations contained in the Contract Documents,
- A. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.
- B. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

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

_____ (City initials) _____ (Contractor initials)

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

VI. CONTRACT ADMINISTRATION.

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

Contractor:

Terra Dynamics, Inc.
Ryan Seehawer
PO BOX 2479
Auburn WA 98071-2479

City:

City of Marysville
Public Works – Attn: Nick Loutsis
501 Delta Ave
Marysville, WA 98270

VII. PREVAILING WAGES AND APPRENTICE UTILIZATION REQUIREMENTS.

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

Contractor shall comply with the apprentice utilization requirements of RCW 39.04.300-320 and the requirements set forth in Article 11 of the Supplementary General Conditions. The monetary incentives and penalties are set forth in Article 11.

- VIII. DEBARMENT.** By signing this contract, Contractor certifies that it is not presently debarred or proposed for debarment, suspended, or otherwise excluded by any state or federal department or agency from participating in transactions. Contractor agrees to refrain from hiring any subcontractor or employee who is debarred, proposed for debarment, suspended, or otherwise excluded by a state or federal department or agency from participating in transactions. Contractor must immediately notify the City if it or any subcontractor or employee is proposed for debarment or is debarred during the term of this Contract. The City may terminate this Contract if the Contractor, a subcontractor,

or employee is debarred, proposed for debarment, suspended, or otherwise excluded by a state or federal department or agency from participating in transactions.

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

DATED _____

CITY OF MARYSVILLE

By: _____

Jon Nehring, Mayor

DATED _____

_____(CONTRACTOR)

By: _____

_____(Name)

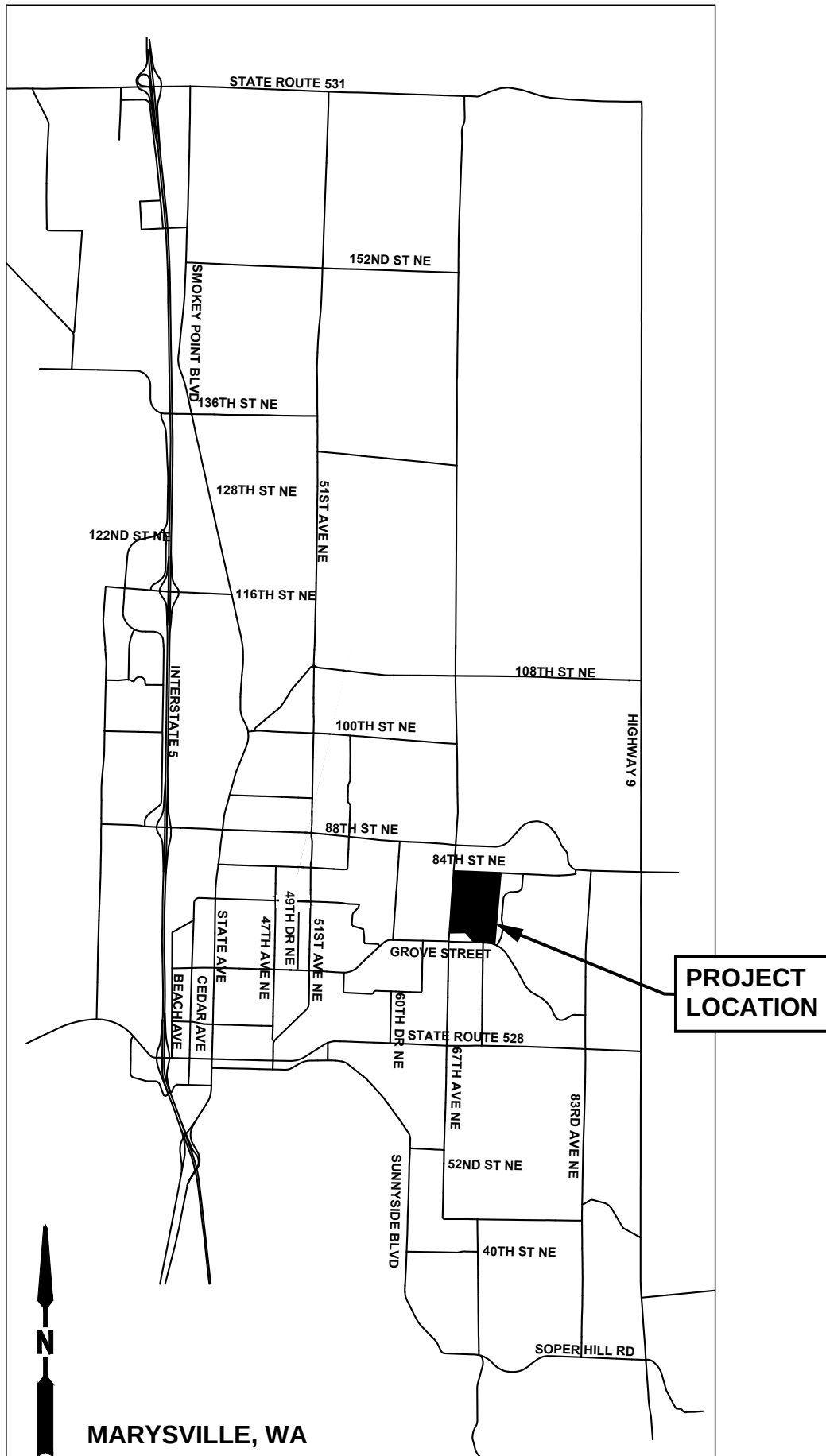
Its: _____(Title)

Attested/Authenticated:

Chari Taber, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney



VICINITY MAP

N.T.S.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	June 23, 2025
SUBMITTED BY:	Valorie Cross, Engineering
ITEM TYPE:	Bid Award
AGENDA SECTION:	Review Bids
SUBJECT:	Contract Award - Cedarcrest Pump Replacement
SUGGESTED ACTION:	<u>Recommended Motion:</u> I move to authorize the Mayor to award and execute the Cedarcrest Pump Replacement contract with PumpTech, LLC in the amount of \$232,477.05 and approve a management reserve of \$23,247.71 for a total allocation of \$255,724.76.
SUMMARY:	The Cedarcrest Booster Pump Station has three pumps. One pump was replaced last in 2024. The other two pumps are due for replacement, one budgeted for 2025 and the other in 2026. One of the City's three pumps failed in early May 2025. As such, City staff solicited bids from qualified contractors, listed on the small works roster (MRSC), for replacement of two pumps. Bids were due on June 11, 2025. The bid proposal included three options, with two of those options being two pump manufacturers, Byron Jackson (existing) and Integrity (pump replaced last year). The third bid was at the option of the contractor to submit an alternative manufacturer. The City received four bids. After review, staff determined that replacement with an Integrity 12ILH-6 Stage Pump and Motor is suitable. While Holt Services, was the apparent low bidder for this option, they were not responsive as they did not provide a complete bid proposal. PumpTech, LLC was the second lowest and is considered to be responsive and responsible. Staff recommend award to PumpTech, LLC in the amount of \$232,477.05, plus a management reserve of \$23,247.71, for a total allocation of \$255,724.76.

ATTACHMENTS:

[Bid Tabulation_Cedarcrest Pump Replacement.pdf](#)
[Cedarcrest Pump Replacement - PumpTech Contract DRAFT.pdf](#)

City of Marysville
Certified Bid Tabulation
Cedarcrest Pump Replacement

Bid Opening: June 11, 2025 at 3:30 p.m.

Apparent Low Bidder

Non-Responsive

				Engineer's Estimate		Pump Tech		Award Construction		Gary Harper Construction		Holt Services	
ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Pump Replacement - Integrity	1	LS	\$230,000.00	\$ 230,000.00	\$212,501.88	\$ 212,501.88	\$ 290,000.00	\$ 290,000.00	\$ 225,400.00	\$ 225,400.00	\$ 141,000.00	\$ 141,000.00
	Sales Tax (9.4%)				\$21,620.00		\$19,975.18		\$27,260.00		\$21,187.60		\$13,254.00
	TOTAL BASE BID				\$251,620.00		\$232,477.06		\$317,260.00		\$246,587.60		\$154,254.00
Rejected Pump													
1	Pump Replacement - Byron Jackson Pump x2	1	LS	\$ 230,000.00	\$ 230,000.00	\$ 744,285.00	\$ 744,285.00	\$ 860,000.00	\$ 860,000.00	\$ 762,700.00	\$ 762,700.00		\$ -
	Sales Tax (9.4%)				\$ 21,620.00		\$ 69,962.79		\$ 80,840.00		\$ 71,693.80		\$ -
	TOTAL BASE BID				\$ 251,620.00		\$ 814,247.79		\$ 940,840.00		\$ 834,393.80		\$ -
Rejected Pump													
1	Pump Replacement - Other x2	1	LS		\$ -	\$357,038.00	\$ 357,038.00	\$ 220,000.00	\$ 220,000.00		\$ -		\$ -
	Sales Tax (9.4%)				\$0.00		\$33,561.57		\$20,680.00		\$0.00		\$0.00
	TOTAL BASE BID				\$0.00		\$390,599.57		\$240,680.00		\$0.00		\$0.00



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 PumpTech, LLC, a limited liability corporation, organized under the laws of the state of Washington, located and doing business at 12020 SE 32nd St Suite 2, Bellevue, WA 98005 (the “Contractor”).

WHEREAS, the City desires to replace two of the three pumps at the Cedarcrest 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 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 _____ working days following Notice to Proceed. Working days are administered consistent with current version of the Washington State Department of Transportation’s Standard Specifications for Road, Bridge, and Municipal Construction on full execution of this contract.

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.

4. Payment for Project.

a. Compensation and Method of Payment. The lump sum/total itemized amount of the Contract is Two hundred thirty two thousand, four hundred seventy seven dollars and five cents (\$232,477.05) including Washington State Sales Tax. The total Project cost includes all costs associated with the Project work, including, but not limited to labor, materials, overhead, sales and use taxes, profit, subcontractors, consultants, professional services, and administrative, permit, and regulatory costs, unless otherwise agreed in writing. The Project cost is based on the proposal/bid submitted by the Contractor dated 06/11/2025. The basis for final payment will be the actual amount of work performed and payments, whether partial or final, will be made according to 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 the Liquidated Damages Formula below 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.

Liquidated Damages Formula:

$$LD = \frac{0.15 \times C}{T}$$

Where:

LD	=	liquidated damages per working day (rounded to the nearest dollar)
C	=	original Contract amount
T	=	original time for Physical Completion

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, Valorie Cross, and shall be administered for the Contractor by the Contractor's Contract Representative, Kirk Jackson. The parties may designate different Contract Representatives by sending written notice to the other party.

To the City:	Valorie Cross, Project Engineer
	City of Marysville
	501 Delta Avenue
	Marysville, WA 98270

To Contractor: PumpTech, LLC
12020 SE 32nd St Suite 2
Bellevue, WA 98005
Kirk Jackson, kjackson@pumptechnw.com

18. Debarment.

By signing this contract, Contractor certifies that it is not presently debarred or proposed for debarment, suspended, or otherwise excluded by any state or federal department or agency from participating in transactions. Contractor agrees to refrain from hiring any subcontractor or employee who is debarred, proposed for debarment, suspended, or otherwise excluded by a state or federal department or agency from participating in transactions. Contractor must immediately notify the City if it or any subcontractor or employee is proposed for debarment or is debarred during the term of this Contract. The City may terminate this Contract if the Contractor, a subcontractor, or employee is debarred, proposed for debarment, suspended, or otherwise excluded by a state or federal department or agency from participating in transactions.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. Governing Law.

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

25. Venue.

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

26. 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.

27. 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.

28. 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 _____

CITY OF MARYSVILLE

By: _____

Jon Nehring, Mayor

DATED _____

_____(CONTRACTOR)

By: _____

_____(Name)

Its: _____(Title)

Attested/Authenticated:

Chari Taber, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT A
Scope of Work

Quote Number: 1102404

QUOTE

Page: 1 of 5

<u>Quote To:</u> Marysville, City Of 80 Columbia Ave MARYSVILLE WA 98270 USA Phone: Fax: 360-363-8100	Date: 6/10/2025 Expires: 7/10/2025 Quote Name 189457 - Cedarcrest Pump Station Sales Person: Kirk Jackson Email: kjackson@pumptechnw.com Inside Sales: Zach Tallar Email: Est. Lead Time: 17 Weeks ARO Ship Via:: Best Way FOB:
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USD

Line	Description	Expected Qty	Unit Price	Ext. Price
1	Mobilize 40-ton crane, 4 man crane crew, tools and gear to pull existing pump	1.00EA	16,000.00	16,000.00
2	Performance bond of 6%	1.00EA	12,593.88	12,593.88

Quote Number: 1102404

QUOTE

Page: 2 of 5

3	2.00EA	89,954.00	179,908.00
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Pump, Submersible Turbine, Integrity, 12ILH 6 Stage, 10" NPT Threaded, Ductile Iron Bowl, 416SS Shaft, 201SS Impeller, Mechanical Seal, 150HP/460V/3ph, Rated for 1000gpm @ 400ft head, P/N 12ILH-6SC-14072-B21

4	2.00EA	2,000.00	4,000.00
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PVC Shrouding Tube for motor cooling

Lines Total	212,501.88
Total Taxes	19,975.17
Total Taxes %	9.40 %
Line Miscellaneous Charges	0.00
Quote Miscellaneous Charges	0.00

Quote Total (Cash)	232,477.05
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Quote Total (Card)	240,032.55
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Taxes are estimated upon the current known shipping address

Due to potential tariff impacts and pricing volatility, all prices are subject to change without notice.

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 _____

Signed by _____ Title _____ Date _____

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

Quote Number: 1102404

QUOTE

Page: 3 of 5

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.

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 acknowledgment 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

Quote Number: 1102404

QUOTE

Page: 4 of 5

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

Quote Number: 1102404

QUOTE

Page: 5 of 5

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.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 23, 2025

SUBMITTED BY: Angela Gemmer, Community Development

ITEM TYPE: Ordinance

AGENDA SECTION: New Business

SUBJECT: An **Ordinance** Adopting an Interim Zoning Ordinance to Comply with Engrossed Second Substitute House Bill 5258 Pertaining to Unit Lot Subdivisions and Adopting a New Chapter 22G.095 Unit Lot Subdivisions to the Marysville Municipal Code

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

SUMMARY:

In April 2023, Washington State adopted [Senate Bill \(SB\) 5258](#) which includes various provisions pertaining to condominiums and townhouses and requires that jurisdictions allow for unit lot subdivisions as part of their short plat regulations. SB 5258, which is codified in [RCW 58.17.060\(3\)](#) and took effect on July 23, 2023, states:

“All cities, towns, and counties shall include in their short plat regulations procedures for unit lot subdivisions allowing division of a parent lot into separately owned unit lots. Portions of the parent lot not subdivided for individual lots shall be owned in common by the owners of the individual unit lots, or by a homeowners’ association comprised of the owners of the individual unit lots.”

A Unit Lot Subdivision (ULS) is a subdivision process that allows for the subdivision of a parent lot (i.e. original lot or parcel) into “unit lots” (i.e. child lots) and is described more fully in the attached memo.

To address SB 5258, a new chapter – MMC Chapter 22G.095, Unit Lot Subdivisions – has been prepared. The standards in this chapter are interim regulations, with final regulations that will be substantially similar anticipated for adoption in September or October 2025. MMC Chapter 22G.095 is intended to serve as a companion to the standards in MMC Chapter 22G.090, Subdivisions and Short Subdivisions. A ULS that propose nine (9) or fewer unit lots will be processed as a short subdivision. A ULS that propose 10 to 20 unit lots will be processed as a standard subdivision. The standards in MMC Chapter 22G.095 are only those that are unique to ULS and supplement the existing standards in the subdivision and short subdivision codes, which still apply (see attached memo and standards for further details).

At the June 23rd meeting, staff respectfully requests that City Council adopt the Interim Ordinance on Unit Lot Subdivisions and set a Public Hearing for the Interim Ordinance for July 14th.

Final regulations are proposed for a Public Hearing before Planning Commission in either July or August, with action by City Council on the final regulations in September or October.

ATTACHMENTS:

[Memo re. Unit Lot Subdivision Interim Ordinance](#)
[Interim Ordinance - Unit Lot Subdivisions](#)

MEMORANDUM

DATE: June 23, 2025
TO: City Council
FROM: Angela Gemmer, Principal Planner
SUBJECT: Unit Lot Subdivisions
ECC: Jennifer Stapleton, City Administrator
 Jeff Wilson, Interim Community Development Director
 Chris Holland, Planning Manager

Attached: **Exhibit 1** Interim Ordinance – Unit Lot Subdivisions
Exhibit 2 [Senate Bill \(SB\) 5258](#)
Exhibit 3 [MRSC Unit Lot Subdivision Article](#)
Exhibit 4 [Department of Commerce – Unit Lot Subdivision Fact Sheet](#)
Exhibit 5 [Department of Commerce – Middle Housing User Guide](#)

Introduction

In April 2023, Washington State adopted [Senate Bill \(SB\) 5258](#) (**Exhibit 2**) which includes various provisions pertaining to condominiums and townhouses, and requires that jurisdictions allow for unit lot subdivisions as part of their short plat regulations. SB 5258, which is codified in [RCW 58.17.060\(3\)](#) and took effect on July 23, 2023, states:

“All cities, towns, and counties shall include in their short plat regulations procedures for unit lot subdivisions allowing division of a parent lot into separately owned unit lots. Portions of the parent lot not subdivided for individual lots shall be owned in common by the owners of the individual unit lots, or by a homeowners’ association comprised of the owners of the individual unit lots.”

A Unit Lot Subdivision (ULS) is a subdivision process that allows for the subdivision of a parent lot (i.e. original lot or parcel) into “unit lots” (i.e. child lots). In a ULS, the structure(s) on a parent lot are required to meet all applicable dimensional (i.e. setback, building coverage) standards while the individual “unit lots” are not required to. ULS are most often used to subdivide townhouses and other attached units along the walls that separate the units; however, the ULS process can also be used for the subdivision of multiple detached structures located on a parent lot (e.g. cottages, accessory dwelling units, etc. as shown in **Figure 1**). ULS allow for the creation of individual fee simple legal lots, which can be sold separately. To use the ULS process, the proposed unit lots must occupy their own foundation area on the land. In other words, ULS cannot be used for vertically stacked dwelling units; the condominium process must be used if separate ownership of vertically stacked units is desired.

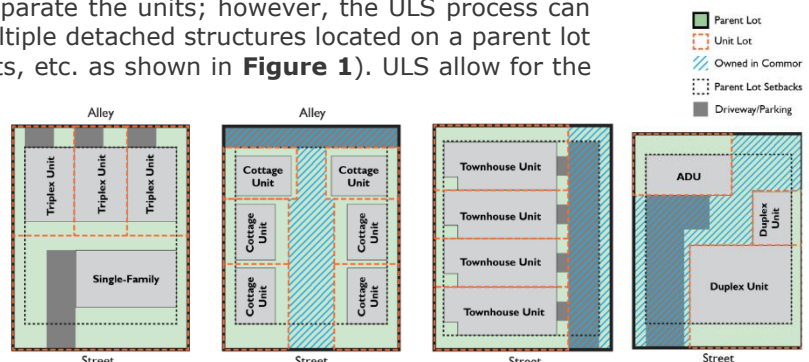


Figure 1 – Examples of various types of Unit Lot Subdivisions.

Interim Regulations

To address SB 5258, a new chapter – MMC Chapter 22G.095, Unit Lot Subdivisions – has been prepared. The standards in this chapter are interim regulations, with final regulations that will be substantially similar anticipated for adoption in September or October 2025. MMC Chapter 22G.095 is intended to serve as a companion to the standards in MMC Chapter 22G.090, Subdivisions and Short Subdivisions. ULS that propose nine (9) or fewer unit lots will be processed as a short subdivision. ULS that propose 10 to 20 unit lots¹ will be processed as a standard subdivision. The standards in MMC Chapter 22G.095 are only those that are unique to ULS and supplement the existing standards in the subdivision and short subdivision codes, which still apply.

The proposed Chapter 22G.095 is largely adapted from Bothell's Unit Lot Subdivision code, which was both the most complete and concise code among the 21 jurisdictions' codes which were reviewed. The proposed Chapter 22G.095 allows for ULS with nine (9) or fewer unit lots to take access from a private road, private multi-family drive aisle, or public alley. ULS with 10 to 20 unit lots would take access from a private multi-family drive aisle or public alley. All accesses would be required to conform to the City's Engineering Design and Development Standards (EDDS). The EDDS are concurrently being updated to include access provisions for ULS, and a new standard plan for private multi-family drives aisles. The EDDS updates to address Middle Housing and ULS are expected to be ready by the end of June.

Coordination with Public Works, the Marysville Fire District, and the Building Division has occurred to promote ULS standards that address all relevant aspects of ULS development. Public Works has provided direction that individual utility connections should generally be required for ULS given that ULS allows for individual fee simple ownership of units, which would make consolidated connections problematic for utility bills and maintenance of utility lines. The Marysville Fire District's access, fire separation, and unobstructed pathway needs have also been built into the ULS code.

At the June 23rd meeting, staff respectfully requests that City Council adopt the Interim Ordinance on Unit Lot Subdivisions and set a Public Hearing for the Interim Ordinance for July 14th.

Final regulations are proposed for a Public Hearing before Planning Commission in either July or August, with action by City Council on the final regulations in September or October.

¹ At the May 5th City Council work session, the City Council provided direction that 20 unit lots should be allowed in a Unit Lot Subdivision at this time.

CITY OF MARYSVILLE
Marysville, Washington
ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON,
ADOPTING AN INTERIM ZONING ORDINANCE TO COMPLY WITH
ENGROSSED SECOND SUBSTITUTE HOUSE BILL (E2SHB) 5258
PERTAINING TO UNIT LOT SUBDIVISIONS AND ADOPTING A NEW
CHAPTER 22G.095 UNIT LOT SUBDIVISIONS TO THE MARYSVILLE
MUNICIPAL CODE (MMC).**

WHEREAS, in 2023 the Washington state legislature passed Engrossed Second Substitute House Bill (E2SHB) 5258 (chapter 337, Laws of 2023) related to Unit Lot Subdivisions; and

WHEREAS, in passing E2SHB 5258 (chapter 337, Laws of 2023) the State legislature aimed to increase the supply and affordability of condominium units and townhouses as an option for homeownership; and

WHEREAS, E2SHB 5258 (chapter 337, Laws of 2023) is codified in the Revised Code of Washington (RCW) section 58.17.060; and

WHEREAS, in passing RCW 58.17.060 requires that all cities, towns, and counties shall include in their short plat regulations procedures for unit lot subdivisions allowing division of a parent lot into separate unit lots; and

WHEREAS, RCW 58.17.060 was effective on July 23, 2023; and

WHEREAS, the City was unable to dedicate efforts to incorporate the provisions of RCW 58.17.060 into the MMC prior to 2025 due to needing to focus efforts on the 2024 Comprehensive Plan periodic update; and

WHEREAS, the City Council wishes to ensure broad public participation in the development of Unit Lot Subdivision standards; and

WHEREAS, ensuring broad public participation and drafting amendments to the municipal code require additional time; and

WHEREAS, City staff have prepared interim regulations pertaining to Unit Lot Subdivisions, for which environmental review occurred and for which a State Environmental Policy Act (SEPA) Determination of Non-Significance was issued on June 6, 2025; and

WHEREAS, the State Growth Management Act (RCW 36.70A) requires notice and broad public participation when adopting or amending the City's comprehensive plan and development regulations; and

WHEREAS, pursuant to RCWs 35A.63.220 and 36.70A.390, the Marysville City Council may adopt an interim zoning ordinance that extends for a period of up to six months, if the Council holds a Public Hearing on the interim zoning ordinance within sixty days after adoption and subsequently adopts findings of fact to support the interim zoning ordinance; and

WHEREAS, applicants would be able to submit development applications under the proposed interim zoning ordinance; and

WHEREAS, during this six-month period, the City Council will consider permanent Unit Lot Subdivision regulations; and

WHEREAS, while the interim zoning ordinance is in effect, the City Council will direct City staff to consider all relevant facts, perform all necessary analyses, and work with the Marysville Planning Commission to prepare permanent Unit Lot Subdivision regulations; and

WHEREAS, during this six-month period, an ordinance which includes permanent Unit Lot Subdivision regulations will be drafted and processed according to applicable law, which will include a notice of Public Hearing(s), and consideration/action on the final ordinance by City Council; and

WHEREAS, the City Council considered this interim ordinance during the Council's regular meeting on June 23, 2025;

WHEREAS, the City Council will hold a Public Hearing on July 14, 2025 to accept public testimony and to consider such interim zoning ordinance; and

WHEREAS, the City Council adopts the findings and conclusions outlined in Section 2; and

WHEREAS, the interim zoning ordinance and other official controls are necessary for the public health, safety, and welfare; and

WHEREAS, this is a public emergency ordinance necessary for the protection of public health and public safety, and should be effective upon adoption.

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

Section 1. The purpose of this interim zoning ordinance is to allow the City adequate time to complete the activities described in the recitals, which are incorporated by this reference. These activities will be performed while an interim zoning ordinance establishing interim Unit Lot Subdivision regulations are in effect. The City Council finds that the adoption of an interim zoning ordinance for a six-month period will best serve the public interest. Said interim regulations are set forth in attached **Exhibit A**.

Section 2. The City Council makes the following findings of fact and conclusions in support of the interim zoning ordinance.

- (1) The City Council adopts and incorporates the recitals above as findings.
- (2) The interim zoning regulations set forth in **Exhibit A** will allow for Unit Lot Subdivisions that comply with RCW 58.17.060, while establishing interim standards promotes Unit Lot Subdivisions that align with the community's vision.
- (3) It is in the best interest of City of Marysville to adopt interim Unit Lot Subdivision regulations at this time, pending further study and public engagement on the final development regulations.

(4) The proposed interim zoning regulations will promote the public health, safety, moral, and general welfare, and are consistent with the goals and policies of the Comprehensive Plan.

(5) This ordinance satisfies the procedural and substantive requirements of, and is consistent with, the GMA.

Section 3. The City Clerk is authorized and directed to provide the necessary public notice and schedule a Public Hearing on this interim zoning ordinance to be held during the City Council's regular meeting on July 14, 2025, or within 60 days of the adoption of this Ordinance, as provided in RCW 35A.63.220 and RCW 36.70A.390. After the Public Hearing, the City Council may adopt additional legislative findings in support of this Ordinance and/or otherwise modify the provisions of this Interim Zoning Ordinance.

Section 4. A new Chapter 22G.095, Unit Lot Subdivisions, of the municipal code is adopted as set forth in **Exhibit A**.

Section 5. The amendments to MMC Title 22, consisting of the above-described amendments to MMC Chapter 22G.095, 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 6. MMC Section 22A.010.160, entitled "Amendments," is hereby amended as follows by adding reference to this adopted ordinance 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>
_____	Unit Lot Subdivisions Interim Regulations	_____, 2025"

Section 7. 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 8. 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 9. This ordinance is necessary for the protection of public health and public safety, and is effective upon its passage by the City Council and approval by the Mayor.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2025.

CITY OF MARYSVILLE

By: _____
JON NEHRING, MAYOR

Attest:

By: _____
TINA BROCK, CITY CLERK

Approved as to form:

By: _____
JON WALKER, CITY ATTORNEY

Date of Publication: _____

Effective Date: _____
(Effective immediately upon passage)

Exhibit A

Chapter 22G.095 Unit Lot Subdivisions

22G.095.010 Purpose.

The purpose of this chapter is to provide an alternate process for the subdivision of land into unit lots for the creation of townhouse, cottage housing, Middle Housing, and similar developments. This process allows for fee-simple ownership while applying development standards primarily to a parent lot, rather than to the individual lots resulting from a subdivision.

22G.095.020 Applicability.

- (1) The provisions of this chapter apply exclusively to the subdivision of land for Middle Housing, cottage housing, townhouses, accessory dwelling units, and multiple detached single-family residences, in which no dwelling units are stacked on another dwelling unit or other use. These regulations ensure that development on individual unit lots need not conform to minimum lot area or dimensional standards, provided the overall development of the parent lot meets applicable standards.
- (2) A unit lot subdivision is permitted in all residential zones and in the Mixed Use zone.
- (3) The term "parent lot" is defined in MMC 22A.020.170, and terms "unit lot" and "unit lot subdivision" are defined in MMC 22A.020.220.
- (4) A unit lot subdivision creates a relationship between the parent lot and two or more unit lots created.
- (5) A unit lot subdivision may be used for any development with two or more dwelling units on parent lots of two acres or less that meet the standards of this chapter.
- (6) A unit lot subdivision may be combined with a subdivision or short subdivision so long as the portion of the development utilizing this chapter meets the requirements of this chapter.
- (7) Existing developments which meet or can be brought into conformance with the requirements of this chapter may apply for a unit lot subdivision under the conditions of this chapter.
- (8) Subdivisions with a commercial or other non-residential use must be approved through a binding site plan under Chapter 22G.100 MMC.

22G.095.030 General requirements.

- (1) Unit lots are subject to all applicable requirements of MMC Title 22, Unified Development Code, except as modified by this chapter.
- (2) A maximum number of 20 unit lots may be created through the unit lot subdivision process.
- (3) Development on individual unit lots need not conform to minimum lot area, density, lot frontage, or dimensional requirements; provided, that development on the parent lot must conform to these requirements.
- (4) All buildings shall meet all applicable provisions set forth in Title 9, Fire and Title 16, Building.
- (5) Access for the unit lot subdivision can be provided via a private multi-family drive aisle, alley, or private road. Each access type must conform to the standards set forth in the City's Engineering Design and Development Standards. Multi-family drive aisles shall comply with the following standards:
 - (a) Where buildings are located on both sides of a drive aisle, sidewalks must be provided on each side. Where buildings are located on only one side of a drive aisle, the sidewalk must be located on the side of the drive aisle that the buildings are located on.
 - (b) The drive aisle shall comply with standards set forth in Chapter 22C.130 MMC including the dimensional requirements in MMC 22C.130.050, Table 2; provided that, the width of the drive aisle shall be increased to 26 feet where required by MMC Title 9 *Fire*.
 - (c) The drive aisle shall be constructed with a subgrade and compaction as specified in the City's Engineering Design and Development standards.
- (6) Required parking for a dwelling unit may be provided on a different unit lot than the dwelling unit if the right to use the parking is formalized by an easement recorded with the Snohomish County Auditor.
- (7) Individual water and sewer connections shall be provided for each unit lot except as specifically exempted in Title 14, Water and Sewers.
- (8) A minimum of five (5) feet of separation is required between structures; provided that, this separation may be reduced if:

(a) Adequate fire rating is provided between structures per the International Building Code; and

(b) A 44-inch-wide paved pathway that is free of obstructions is provided between structures to ensure adequate access for emergency services.

(9) Adequate provisions for ingress, egress, emergency services, and utilities must be ensured through recorded easements. Access easements, joint use agreements, and maintenance agreements must be executed for use and maintenance of common areas and recorded with the county.

(10) Portions of the parent lot not subdivided for unit lots shall be identified as tracts and owned in common by the owners of the unit lots.

(11) Common areas and facilities, which may include parking, common open space, and stormwater facilities shall be maintained by a homeowners' association or the owners of the unit lots.

(12) Two hundred (200) square feet of private open space, with a minimum dimension of 15 feet, shall be provided for each unit lot on the respective unit lot it serves. Parking areas shall not count towards required open space.

(13) A unit lot subdivision may be amended subject to the minor revision requirements set forth in MMC 22G.010.260(2).

22G.095.040 Application procedure.

(1) Unit lot subdivisions creating 10 to 20 lots shall be processed as a subdivision under Chapter 22G.090 MMC.

(2) Unit lot subdivisions creating nine or fewer lots shall be processed as a short subdivision under Chapter 22G.090 MMC.

(3) Applications for a unit lot subdivision must fulfill the applicable requirements for a subdivision or short subdivision, and also identify:

(a) Areas and facilities owned in common by the owners of the unit lots, including garages, parking, vehicle access, and open space;

(b) Access easements, joint use and maintenance agreements, and covenants, conditions, and restrictions identifying the rights and responsibilities of property owners and/or the homeowners association for use and maintenance of common areas; and

(c) Conformance of the parent lot with all applicable development requirements of MMC 22G.090 *Subdivisions and Short Subdivisions*.

22G.095.050 Approval criteria.

Unit lot subdivisions are the approval requirements set forth in Chapter 22G.090 MMC for a subdivision or short subdivision, as applicable, in addition to the following additional criteria:

- (1) The requirements provided in this chapter are satisfied;
- (2) The parent lot is designed to function as one site with respect to, but not limited to, lot access, interior circulation, open space, landscaping, drainage facilities, facility maintenance, and parking;
- (3) The conditions of use, maintenance and restrictions on redevelopment of shared open space, parking, access, and other improvements are identified and enforced by covenants, easements or restrictions; and
- (4) Appropriate provisions are made for the public health, safety and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, and parks and recreation.

22G.095.060 Recording.

The plat recorded with the Snohomish County Auditor for a unit lot subdivision is required to include the following in addition to the requirements in MMC Chapter 22G.090 *Subdivisions and Short Subdivisions*: Article II *Preliminary Subdivision Review*, Article III *Final Subdivision Review*, and Article IV *Short Subdivision Review*:

- (1) A title that includes "Unit lot subdivision."
- (2) Access easements, joint use and maintenance agreements, and covenants, conditions, and restrictions identifying the rights and responsibilities of property owners and/or the homeowners association for use and maintenance of common areas, including garages, parking, vehicle access, and open space.
- (3) Note all conditions of approval.
- (4) Notes to acknowledge the following:
 - (a) Approval of the unit lot subdivision was based on the review of the development as a whole on the parent lot and unit lots are not buildable lots independent of the overall development;
 - (b) Subsequent platting actions or additions or modifications to structures may not create or increase any nonconformity of the parent lot as a whole, and shall conform to the approved site plan;

(c) If a structure or portion of a structure has been damaged or destroyed, any repair, reconstruction or replacement of the structure(s) shall conform to the approved site development plan;

(d) Additional development of the individual unit lots may be limited due to the development standards that the parent lot is subject to;

(e) Individual unit lots are not separate buildable sites and additional development may be limited; and

(f) Subsequent platting actions or modifications may not create or increase nonconformity of the parent lot.

22G.095.070 Conflicts.

Any irreconcilable conflicts between the provisions of this chapter and other sections of the Marysville Municipal Code shall be resolved in favor of the text of this chapter.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 23, 2025

SUBMITTED BY: Angela Gemmer, Community Development

ITEM TYPE: Ordinance

AGENDA SECTION: New Business

SUBJECT: An **Ordinance** Adopting an Interim Zoning Ordinance to Comply with Engrossed House Bill 1337 Pertaining to Accessory Dwelling Units and Amending MMC Title 22 Unified Development Code by Repealing MMC Chapter 22C.180 Accessory Structures and Adopting New MMC Chapters 22C.180 Accessory Structures and 22C.185 Accessory Dwelling Units

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

SUMMARY:

In May 2023, Washington State adopted [House Bill 1337](#), which establishes new standards for accessory dwelling units. Two of the key requirements of this statute are that: 1) cities must allow two accessory dwelling units per lot accessory to a single-family residence, and 2) can no longer require owner occupancy of either the principal residence or the accessory dwelling unit(s).

Currently the City's accessory structure and accessory dwelling unit standards are covered in a single code chapter – MMC Chapter 22C.180, Accessory Structures. This chapter is proposed to be separated into two chapters – MMC Chapter 22C.180, Accessory Structures, and MMC Chapter 22C.185, Accessory Dwelling Units. The separation of the topics into different chapters is proposed to eliminate confusion regarding which standards apply to accessory structures, and which standards apply to accessory dwelling units. The chapters have also been significantly reorganized into tables for clarity, and Chapter 22C.185 has been amended to address the changes required by [House Bill 1337](#). The key substantive changes are outlined in the attached memo.

At the June 23rd meeting, staff respectfully requests that City Council adopt the Interim Ordinance on Accessory Dwelling Units and set a Public Hearing for the Interim Ordinance for July 14th.

Final regulations are proposed for a Public Hearing before Planning Commission in either July or August, with action by City Council on the final regulations in September.

ATTACHMENTS:

[Memo re. Interim Accessory Structure and Accessory Dwelling Unit Amendments](#)
[Interim Ordinance Accessory Structure and Accessory Dwelling Unit Amendments \(Exhibit 1\)](#)

MEMORANDUM

DATE: June 23, 2025

TO: City Council

FROM: Angela Gemmer, Principal Planner

SUBJECT: Accessory Structure and Accessory Dwelling Unit –Interim Ordinance

ECC: Jennifer Stapleton, City Administrator
Jeff Wilson, Interim Community Development Director
Chris Holland, Planning Manager

Exhibit 1: Interim Ordinance – Accessory Structures and Accessory Dwelling Units

In May 2023, Washington State adopted [House Bill 1337](#), which establishes new standards for accessory dwelling units. Two of the key requirements of this statute are that: 1) cities must allow two accessory dwelling units per lot accessory to a single-family residence, and 2) can no longer require owner occupancy of either the principal residence or the accessory dwelling unit(s).

Currently the City's accessory structure and accessory dwelling unit standards are covered in a single code chapter – MMC Chapter 22C.180, Accessory Structures. This chapter is proposed to be separated into two chapters – MMC Chapter 22C.180, Accessory Structures, and MMC Chapter 22C.185, Accessory Dwelling Units. The separation of the topics into different chapters is proposed to eliminate confusion regarding which standards apply to accessory structures, and which standards apply to accessory dwelling units. The chapters have also been significantly reorganized into tables for clarity, and Chapter 22C.185 has been amended to address the changes required by [House Bill 1337](#).

As discussed at the June 2nd City Council work session, an Interim Ordinance addressing HB 1337 is proposed so that the City does not default to the standards in HB 1337. Final regulations pertaining to accessory dwelling units are proposed to be presented to City Council for action in September or October.

The key substantive changes to MMC Chapter 22C.180 and MMC Chapter 22C.185 set forth in the Interim Ordinance (**Exhibit 1**) are outlined below:

MMC Chapter 22C.180, Accessory Structures

The accessory structure code has been amended to:

- Provide details on the side yard setback requirements adjacent to the public street;
- Currently accessory structures on properties under one-acre are limited to the lesser of 15 to 20 percent¹ of the lot area, or 80 percent of the footprint of the principal residence. The 80 percent limitation has been the limiting factor, so the 15 to 20 percent provision is proposed to be eliminated to simplify the code (i.e. only one calculation is needed instead of two); and

¹ The 15 percent limit applies in single family zones, and the 20 percent limit applies in multi-family zones.

- The reader is directed to the standard code or the PRD code respectively for building and impervious surface limitations.

MMC Chapter 22C.185, Accessory Dwelling Units

The accessory dwelling unit code has been amended to:

State-mandated Changes

- Specify the allowance for accessory dwelling units accessory to a single-family residence as required by State law and those allowed accessory to Middle Housing (there is local discretion on this);
- Eliminate the owner occupancy requirement for both the principal dwelling and the accessory dwelling unit(s) consistent with State law;
- Indicate the accessory dwelling unit configurations that are allowed by State law;
- Currently the MMC limits the size of accessory dwelling units to 50 percent of the floor area of the primary residence. State law now requires jurisdictions to allow accessory dwelling units that are 1,000 SF. The MMC is proposed to be amended to allow accessory dwelling units to be 1,000 SF, or 50 percent of the total floor area of the primary residence, whichever is greater, but in no case larger than 1,200 SF. Note: the Planning Commission will be asked whether a 1,200, 1,400, or 1,600 SF (or other) size limit should be established for accessory dwelling units;
- Increase the allowed height to 30 feet per State law;
- Allow for the conversion of existing structures to accessory dwelling units consistent with State law;
- Allow accessory dwelling units to be built to the lot line if abutting an alley consistent with State law;
- Eliminate the limitation on doors facing the street as required by State law; and
- Allow for the conversion of the accessory dwelling unit to a condominium consistent with State law.

Non-State-mandated Changes

- Prohibit the use of an accessory dwelling unit as a short-term rental;
- Amend the discontinuance provisions to indicate that if an accessory dwelling unit is out of compliance, it can be brought into compliance by addressing any deficiencies;
- Direct the reader to the parking code for the applicable parking;
- Direct the reader to the standard code or the PRD code respectively for front yard setbacks and for building coverage and impervious surface limitations; and
- Allow for a reduced rear yard setback of 15 feet with an allowed reduction to 10 feet for one-story structures or structures located in a PRD.

At the June 23rd meeting, staff respectfully requests that City Council adopt the Interim Ordinance on Accessory Structures and Accessory Dwelling Units and set a Public Hearing for the Interim Ordinance for July 14th.

Final regulations are proposed for a Public Hearing before Planning Commission in either July or August, with action by City Council on the final regulations in September or October.

CITY OF MARYSVILLE
Marysville, Washington
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, ADOPTING AN INTERIM ZONING ORDINANCE TO COMPLY WITH ENGROSSED HOUSE BILL (EHB) 1337 PERTAINING TO ACCESSORY DWELLING UNITS AND AMENDING MARYSVILLE MUNICIPAL CODE (MMC) TITLE 22 UNIFIED DEVELOPMENT CODE BY REPEALING MMC CHAPTER 22C.180 ACCESSORY STRUCTURES AND ADOPTING NEW MMC CHAPTERS 22C.180 ACCESSORY STRUCTURES AND 22C.185 ACCESSORY DWELLING UNITS.

WHEREAS, in 2023 the Washington state legislature passed Engrossed House Bill (EHB) 1337 related to Accessory Dwelling Units; and

WHEREAS, in passing EHB 1337 the State legislature aimed to expand housing options by easing barriers to the construction and use of accessory dwelling units; and

WHEREAS, EHB 1337 is codified in the Revised Code of Washington (RCW) sections 36.70A.680, 681, and 696; and

WHEREAS, RCW 36.70A.681(1) requires that all cities and counties comply with the various provisions of the statute which include, but are not limited to: eliminating the owner occupancy requirement for principal residences and accessory dwelling units; allowing at least two accessory dwelling units on all lots that are located in all zoning districts within an urban growth area that allow for single-family homes; allowing accessory dwelling units to be at least 1,000 square feet in size; requiring less off-street parking; and ensuring that impact fees are not greater than 50 percent of the impact fee that would be imposed on a principal residence; and

WHEREAS, pursuant to RCW 36.70A.680(1)(a), the City of Marysville must adopt Accessory Dwelling Unit regulations six months after its periodic Comprehensive Plan update required under RCW 36.70A.130, which the Washington State Department of Commerce has interpreted to be June 30, 2025; and

WHEREAS, pursuant to RCW 36.70A.680(1)(b), any city or county that has not adopted or amended ordinances, regulations, or other official controls as required under RCW 36.70A.680, the requirements of RCWs 36.70A.680 and 36.70A.681 supersede, preempt, and invalidate any conflicting local development regulations; and

WHEREAS, the City Council desires that the standards that are locally adopted align with the City's visions for community character; and

WHEREAS, the currently the City's Accessory Dwelling Unit and accessory structure standards are in a consolidated chapter of the MMC Chapter 22C.180, Accessory Structures; and

WHEREAS, having both Accessory Dwelling Unit and accessory structures standards in a consolidated chapter has caused confusion for applicants and staff in administering the code; and

WHEREAS, significant reorganization of the code is needed to improve readability and to address the requirements of HB 1337; and

WHEREAS, as it is most efficient to amend the Accessory Dwelling Unit and accessory structure standards concurrently, and will enhance readability to have these subjects in separate chapters, the existing Chapter 22C.180, Accessory Structures, is proposed to be repealed and replaced with two new municipal code chapters: 22C.180, Accessory Structures, and 22C.185, Accessory Dwelling Units; and

WHEREAS, the City Council wishes to ensure broad public participation in the development of Accessory Dwelling Unit and accessory structure standards; and

WHEREAS, ensuring broad public participation and drafting amendments to the municipal code require additional time; and

WHEREAS, City staff have prepared interim regulations pertaining to Accessory Dwelling Units and accessory structures, for which environmental review occurred and for which a State Environmental Policy Act (SEPA) Determination of Non-Significance was issued on June 6, 2025; and

WHEREAS, the State Growth Management Act (RCW 36.70A) requires notice and broad public participation when adopting or amending the City's comprehensive plan and development regulations; and

WHEREAS, pursuant to RCWs 35A.63.220 and 36.70A.390, the Marysville City Council may adopt an interim zoning ordinance that extends for a period of up to six months, if the Council holds a Public Hearing on the interim zoning ordinance within sixty days after adoption and subsequently adopts findings of fact to support the interim zoning ordinance; and

WHEREAS, applicants would be able to submit development applications under the proposed interim zoning ordinance; and

WHEREAS, during this six-month period, the City Council will consider permanent Accessory Dwelling Unit regulations; and

WHEREAS, while the interim zoning ordinance is in effect, the City Council will direct City staff to consider all relevant facts, perform all necessary analyses, and work with the Planning Commission to prepare permanent Accessory Dwelling Unit regulations; and

WHEREAS, during this six-month period, an ordinance which includes permanent Accessory Dwelling Unit and accessory structure regulations will be drafted and processed according to applicable law, which will include a notice of Public Hearing(s), and consideration/action on the final ordinance by City Council; and

WHEREAS, the City Council considered this interim ordinance during the Council's regular meeting on June 23, 2025;

WHEREAS, the City Council will hold a Public Hearing on July 14, 2025 to accept public testimony and to consider such interim zoning ordinance; and

WHEREAS, the City Council adopts the findings and conclusions outlined in Section 2; and

WHEREAS, the interim zoning ordinance is necessary for the public health, safety, and welfare; and

WHEREAS, this is a public emergency ordinance necessary for the protection of public health and public safety, and should be effective upon adoption.

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

Section 1. The purpose of this interim zoning ordinance is to allow the City adequate time to complete the activities described in the recitals, which are incorporated by this reference. These activities will be performed while an interim zoning ordinance establishing interim Accessory Dwelling Unit and accessory structure regulations are in effect. The City Council finds that the adoption of an interim zoning ordinance for a six-month period will best serve the public interest. Said interim regulations are set forth in attached **Exhibits A and B**.

Section 2. The City Council makes the following findings of fact and conclusions in support of the interim zoning ordinance.

- (1) The City Council adopts and incorporates the recitals above as findings.
- (2) The interim zoning regulations set forth in Exhibits A and B will allow for accessory dwelling units that comply with RCW sections 36.70A.680, 681, and 696, while establishing interim standards promote accessory dwelling units that align with the community's vision.
- (3) It is in the best interest of City of Marysville to adopt interim accessory dwelling unit and accessory structure regulations at this time, pending further study and public engagement on the final development regulations.
- (4) The proposed interim zoning regulations will promote the public health, safety, moral, and general welfare, and are consistent with the goals and policies of the Comprehensive Plan.
- (5) This ordinance satisfies the procedural and substantive requirements of, and is consistent with, the GMA.

Section 3. The City Clerk is authorized and directed to provide the necessary public notice and schedule a Public Hearing on this interim zoning ordinance to be held during the City Council's regular meeting on July 14, 2025, or within 60 days of the adoption of this Ordinance, as provided in RCW 35A.63.220 and RCW 36.70A.390. After the Public Hearing, the City Council may adopt additional legislative findings in support of this Ordinance and/or otherwise modify the provisions of this Interim Zoning Ordinance.

Section 4. The existing Chapter 22C.180, *Accessory Structures*, of the municipal code is repealed in its entirety.

Section 5. A new Chapter 22C.180, *Accessory Structures*, of the municipal code is adopted as set forth in **Exhibit A**.

Section 6. A new Chapter 22C.185, *Accessory Dwelling Units*, of the municipal code is adopted as set forth in **Exhibit B**.

Section 7. The amendments to MMC Title 22, consisting of the above-described amendments to MMC Chapters 22C.180 and 22C.185, 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. MMC Section 22A.010.160, entitled "Amendments," is hereby amended as follows by adding reference to this adopted ordinance 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>
_____	Accessory Dwelling Unit Interim Regulations	_____, 2025"

Section 9. 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. 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. This ordinance is necessary for the protection of public health and public safety, and is effective upon its passage by the City Council and approval by the Mayor.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2025.

CITY OF MARYSVILLE

By: _____
JON NEHRING, MAYOR

Attest:

By: _____
TINA BROCK, CITY CLERK

Approved as to form:

By: _____
JON WALKER, CITY ATTORNEY

Date of Publication: _____

Effective Date: _____
(Effective immediately upon passage)

Exhibit A

Chapter 22C.180 ACCESSORY STRUCTURES

Sections:

22C.180.010 Purpose.

22C.180.020 Access structure standards.

22C.180.010 Purpose.

The purpose of this chapter is to allow for residential accessory structures to be established which are incidental to the primary residential use of a single-family residence or Middle Housing residence, while ensuring compatibility with surrounding residential uses. The accessory structure must be clearly subordinate to the primary use. Accessory structures or uses may not be established until the principal structure is constructed on the property.

22C.180.020 Accessory structure standards.

In the zones in which a residential accessory structure is listed as a permitted use, the community development director or designee shall review all proposals for accessory structures. The following standards and regulations shall apply to all proposed accessory structures.

(1)

Table 1

Front setback	See MMC 22C.010.080 for standard lots and MMC 22G.080.080 for PRD lots.
Side setback	5 feet
Side street setback	10 feet along non-arterials; 15 feet along arterials
Rear yard setback ^{1, 2, 3}	5 feet (one-story structure); 10 feet (when the entrance faces the rear yard or for two-story or greater structure in PRDs); 15 feet (two-story structure or when accessory structure entrance faces an alley with right-of-way less than 10 feet wide) ⁴
Building, and Impervious Coverage	See MMC 22C.010.080 for standard lots or MMC 22G.080.080 for PRD lots
Accessory Structure Footprint ⁵	On lots under one-acre, accessory structures not containing an accessory dwelling unit are further limited to 80 percent of the footprint of the primary residence. ⁶
Height	20 feet (lots under one acre) ⁶ ; or

	30 feet (lots over one acre, or lots under one acre where the accessory structure contains an accessory dwelling unit)
--	--

¹ Accessory structures in Planned Residential Developments are subject to the rear yard setbacks set forth in MMC 22G.080.080.

² No more than 50 percent of the required rear setback area (i.e. back 20 feet of the lot) may be covered with accessory structures.

³ An accessory structure, which is located in the rear setback area, may be attached to the principal structure; provided, that no portion of the principal structure is located within the required yard setbacks for principal structures in the zone.

⁴ The increased alley setback applies to vehicle access points from garages, carports, fenced parking areas or other accessory structure. Exception: in the Downtown Neighborhood, the rear setbacks outlined in the table above may be reduced to two feet from the rear lot line; provided, that the alley right-of-way is a minimum of 20 feet in width. Where the alley right-of-way is less than 20 feet in width, the property owner shall be required to dedicate to the city sufficient property to widen the abutting alley to the full width as measured from the design centerline, to conform to the applicable road standards specified by the city engineer. Upon dedication of the necessary right-of-way, the rear setback may be reduced to two feet from the rear lot line. Where an existing, nonconforming structure located in the Downtown Neighborhood is internally remodeled to include an accessory dwelling unit, but the footprint of the structure is not increased, the structure can be allowed to remain at a zero setback; provided, that the right-of-way is 20 feet in width.

⁵ The community development director is specifically authorized to allow an increase in the size of a detached accessory structure over the requirements outlined in this table; provided, that the accessory structure(s) shall be compatible with the principal structure and/or neighborhood character. To make this determination, the community development director may consider such factors that include, but are not limited to, view obstruction, roof pitch, building materials, screening and landscaping, aesthetic impact on surrounding properties and streetscape, incompatible scale with dwellings on surrounding properties, and impact on neighborhood character. The community development director shall also have the authority to impose greater setback requirements, landscape buffers, or other locational or design requirements to mitigate the impacts of accessory structures which are greater in size than otherwise allowed by this section.

⁶ The community development director may allow minor deviations to the 20-foot height and the 80 percent building footprint limitations applicable to properties under one acre as necessary to accommodate industry standards for building dimensions.

(2) A detached garage, carport or other permitted accessory structure may be in the front or side yard, or on the flanking street side of a corner lot, only if the applicant demonstrates to the satisfaction of the community development director that:

(a) The accessory structure is consistent with the architectural character of the residential neighborhood where it will be located, and the principal structure on the lot; and

(b) The accessory structure shall have a roof pitch similar to the principal structure and have siding and roofing materials similar to or compatible with those used on the principal structure. No metal siding or roofing shall be permitted unless it matches the siding and roofing of the principal structure, or unless it is a building material that is of a residential character such as metal tab roofing or other products consistent with standard residential building materials. Plans for the proposed accessory structure(s) indicating siding and roofing materials shall be submitted with the application.

Exhibit B

Chapter 22C.185 ACCESSORY DWELLING UNITS

Sections:

22C.185.010 Purpose.

22C.185.020 Accessory dwelling unit standards.

22C.185.010 Purpose.

The purpose of this chapter is to allow for accessory dwelling units, to be established which are incidental to the primary residential use of a single-family residence or Middle Housing residence, while ensuring compatibility with surrounding residential uses. The accessory dwelling unit(s) must be clearly subordinate to the primary use. Accessory dwelling units may not be established until the principal residence is constructed on the property.

22C.185.020 Accessory dwelling unit standards.

In the zones in which an accessory dwelling is listed as a permitted use, the community development director or designee shall review all proposals to establish an accessory dwelling unit. The following standards and regulations shall apply to all proposed accessory dwelling units:

- (1) On each lot developed with a single-family residence, accessory dwelling units may be constructed subject to the standards set forth in Table 1 below. An accessory dwelling unit may not be located on a lot on which a temporary dwelling, as defined in Chapter [22C.110](#) MMC, is located.

Table 1

Principal Dwelling Unit(s)	Single family residence	Middle Housing
Number of Accessory Dwelling Units Allowed Per Lot ¹	Two (2)	Two (2) if the lot allows for a density of four (4) dwelling units per lot pursuant to MMC 22C.010.080. Note: The accessory dwelling unit(s) apply to the total allowed unit density for the lot.
Owner Occupancy Requirement for Principal Dwelling or Accessory Dwelling Units	None	
Allowed Accessory Dwelling Unit Configurations	a) One attached unit and one detached unit; b) Two attached units; or	

	c) Two detached units, which may be comprised of either one or two detached structures.
Use as Short Term Rental	Prohibited
Minimum Size per Accessory Dwelling Unit ²	200 SF gross floor area
Maximum Size per Accessory Dwelling Unit ^{2, 3}	1,000 SF gross floor area or 50 percent of the total floor area of the single family residence, whichever is greater; provided that, in no case shall an accessory dwelling unit exceed 1,200 square feet ¹
Maximum Bedrooms per Accessory Dwelling Unit	Two (2)
Front setback	See MMC 22C.010.080 for standard lots and MMC 22G.080.080 for PRD lots.
Side setback	5 feet
Side street setback	10 feet along non-arterials; 15 feet along arterials
Rear yard setback	15 feet; provided that, the rear yard setback may be reduced to 10 feet for one-story structures, or for structures located in a PRD ⁵
On-lot structure separation	A minimum of five (5) feet of separation is required between structures; provided that, this separation may be reduced if: (a) Adequate fire rating is provided between structures per the International Building Code; and (b) A 44-inch-wide paved pathway that is free of obstructions is provided between structures to ensure adequate access for emergency services.
Building, and Impervious Coverage	See MMC 22C.010.080 for standard lots and MMC 22G.080.080 for PRD lots.
Height	30 feet
Parking ⁶	See parking for Middle Housing in MMC 22C.130.030 Table 4.
¹ On any lot that meets the minimum lot size required for the principal dwelling unit. ² Floor areas shall be exclusive of garages, porches, or unfinished basements.	

³ The community development director is authorized to conditionally allow an attached accessory dwelling unit greater than the maximum size limit within existing structures, when a denial of such an increase would result in an unreasonable division of interior space between the ADU and the primary dwelling unit.

⁴ Existing structures, including but not limited to detached garages, may be converted to accessory dwelling units, even if they do not comply with current code requirements for setbacks or building coverage.

⁵ Detached accessory dwelling units may be built at a lot line, if the lot line abuts a public alley.

⁶ No parking areas other than driveways may be in front yards. When the property abuts an alley, parking areas must be accessed from the alley.

(2) The architectural character of the single-family dwelling shall be preserved. Exterior materials, roof form, and window spacing and proportions shall match that of the existing single-family dwelling. In no case shall a detached accessory dwelling unit have axles or be on a chassis.

(3) The city may not prohibit the sale or other conveyance of a condominium unit independently of the principal structure solely on the grounds that the condominium unit was originally built as an accessory dwelling unit.

(4) The provisions of this section do not apply to portions of lots designated with critical areas or their buffers as designated in RCW 36.70A.060, or to lots in a watershed serving a reservoir for potable water if that watershed is or was listed, as of July 23, 2023, as impaired or threatened under section 303(d) of the Federal Clean Water Act (33 U.S.C. Sec. 1313(d)).

(5) In addition to the conditions that may be imposed by the community development director, all accessory dwelling units shall also be subject to the condition that the use shall be discontinued if:

(a) The accessory dwelling unit is substantially altered and no longer conforms with the plans approved by the community development director and the building official;
or

(b) The subject lot ceases to maintain the required parking spaces outlined in MMC 22C.130.030 Table 4.

If the deficiencies outlined in subsections (a) and (b) are remedied, the community development director may allow the use to be reestablished.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 23, 2025

SUBMITTED BY: Angela Gemmer, Community Development

ITEM TYPE: Ordinance

AGENDA SECTION: New Business

SUBJECT: An **Ordinance** Adopting an Interim Zoning Ordinance and other Interim Official Controls to Comply with Engrossed Second Substitute House Bill 1110 and Engrossed Substitute House Bill 2321 Pertaining to Middle Housing and Amending Impacted Titles of the Marysville Municipal Code

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

_____.

SUMMARY:

At the June 2nd City Council work session, staff briefed City Council on the June 30, 2025 deadline for adopting the provisions of Washington state's [House Bill \(HB\) 1110](#) pertaining to Middle Housing. Staff conveyed that the Department of Commerce's Middle Housing Model Ordinance would take effect by default on June 30th if an Interim Ordinance pertaining to Middle Housing was not adopted. The State's Model Ordinance, if enacted, would result in more intensive development within the City of Marysville than likely would be preferred by the community. Consequently, the City Council affirmed that an Interim Ordinance providing for local Middle Housing requirements should be adopted. The Interim Ordinance is provided in **Exhibit 1**, the contents of which are summarized in **Table 1** in the attached memo. An updated on key policy items discussed at the May 5th City Council meeting are also contained in the attached memo.

Upon adoption, the Interim Ordinance would be effective for six (6) months. Within 60 days of adoption of the Interim Ordinance, City Council would be required to hold a Public Hearing on the interim regulations pursuant to RCW [36.70A.390](#). Due to City Council's August recess, the Public Hearing would need to be held on July 14th.

Staff respectfully request that the City Council adopt the Interim Regulations via Ordinance and direct staff to set a Public Hearing for July 14th for the Interim Regulations. The final regulations would be presented to City Council for consideration in September or October.

ATTACHMENTS:

[Memo re. Middle Housing Interim Ordinance](#)
[Interim Ordinance Middle Housing](#)

MEMORANDUM

DATE: June 23, 2025

TO: City Council

FROM: Angela Gemmer, Principal Planner

SUBJECT: Middle Housing –Interim Ordinance

ECC: Jennifer Stapleton, City Administrator
Jeff Wilson, Interim Community Development Director
Chris Holland, Planning Manager

Exhibit 1 Interim Ordinance – Middle Housing

Exhibit 2 [Tier 1 and 2 Cities Middle Housing Model Ordinance](#)

Exhibit 3 [Middle Housing User Guide](#)

Introduction

At the June 2nd City Council work session, staff briefed City Council on the June 30, 2025 deadline for adopting the provisions of Washington state’s [House Bill \(HB\) 1110](#) pertaining to Middle Housing¹. Staff conveyed that the Department of Commerce’s Middle Housing Model Ordinance would take effect by default on June 30th if an Interim Ordinance pertaining to Middle Housing was not adopted. The State’s Model Ordinance, if enacted, would result in more intensive development within the City of Marysville than likely would be preferred by the community. Consequently, the City Council affirmed that an Interim Ordinance providing for local Middle Housing requirements should be adopted. The Interim Ordinance is provided in **Exhibit 1**, the contents of which are summarized in **Table 1** on the following pages.

Upon adoption, the Interim Ordinance would be effective for six (6) months. Within 60 days of adoption of the Interim Ordinance, City Council would be required to hold a Public Hearing on the interim regulations pursuant to RCW [36.70A.390](#). Due to City Council’s August recess, the Public Hearing would need to be held on July 14th.

Follow-up on Key Policy Items

On May 5th, staff requested direction from City Council on several key policy items. Below is a brief summary of those policy items along with how they have or will be addressed:

Policy Item 1 – Lot Size Density Implications and Approach

At the May 5th work session, staff anticipated that lot size would need to be used to determine residential density. Given this approach, staff received direction from City Council that a moderate increase in the PRD lots size and a small increase in the standard subdivision lot size should be pursued, which would have the result of preserving land capacity while moderating the impacts of Middle Housing.

¹ [Middle housing](#) is a range of housing types that include two or more attached, stacked, or clustered homes that are compatible in scale and form with detached single-family homes and neighborhoods. Based on a community survey and discussion with Planning Commission, the preferred Middle Housing types for Marysville are duplexes, triplexes, fourplexes, townhouses, courtyard apartments, and cottage housing.

Since that conversation, staff determined that the City’s existing density framework could be retained by providing an allowance for allowed lots per acre (in addition to dwelling units per acre) and then exempting Middle Housing from the dwelling unit per acre density allowance consistent with HB 1110. This approach would preserve the status quo for single family development and would be more effective at moderating Middle Housing densities, so is the recommended approach moving forward. Some consolidation of zones is still proposed to simplify the code and will be vetted further through Planning Commission.

Policy Item 2 – Limiting single family detached in the highest density multi-family zones to preserve residential land capacity

Both Planning Commission and City Council were supportive of removing single-family detached as a permitted use in the two highest density multi-family zones (i.e. R-18 and R-28). Further analysis has occurred, and development is falling short of the growth projections in certain multi-family residential zones, which will undermine land capacity if current trends continue and lead to more significant zoning changes being needed in the future. The proposal to remove single family detached in the R-18 and R-28 zones is reflected in the attached Interim Ordinance (**Exhibit 1**).

Policy Item 3 – Whether certain residential areas should be exempted from the Middle Housing requirements

House Bill 1110 allows for up to 25 percent of land designated primarily for single family residential use to be exempted from allowing Middle Housing. City Council supported evaluating areas for exemption based on objective criteria including, but not limited to, access or railroad constraints, inadequate parking, or other factors. Staff will continue the conversation regarding exemption areas with Planning Commission on June 24th to determine the ultimate focus areas for exemption.

The Planning Commission’s recommendation will be reflected in the final regulations which are ultimately presented to City Council. With the Interim Ordinance, staff has included the R-4.5 Single Family, Medium Density area located north of 88th Street NE, west of State Avenue, south of 108th Street NE, and east of Interstate 5 as an exemption area due to the single point of ingress/egress for both neighborhoods, and the additional railroad constraint for the neighborhoods along 103rd/104th Place NE, west of State Avenue.

Policy Item 4 – The appropriate level of density to set for Master Planned Senior Communities in the single-family residential zones and whether the requirement for Conditional Use Permits for senior-citizen housing uses in multi-family zones should be eliminated.

City Council generally supported modestly incentivizing Master Planned Senior Communities in single family zones, and the elimination of the Conditional Use Permit (CUP) requirement for senior-citizen housing in multi-family zones. In the Interim Ordinance, the density for Master Planned Senior Communities in single family zones has been set at 8 dwelling units per acre (a slight incentive); the ultimate level of density that should be allowed will be discussed with Planning Commission at their June 24th work session and a proposal brought back to City Council for consideration. Elimination of the CUP requirement for senior-citizen housing in multi-family zones is reflected in the Interim Ordinance.

The following is a summary of the provisions in the Interim Ordinance on Middle Housing.

Table 1		
Exhibit	Marysville Municipal Code	General Description of Proposed Change(s)
A	<u>5.70.270, Discounts</u>	Add a reference to Middle Housing in the discounts section of the cable system regulations.
B	<u>12.02A.090, Frontage improvements required</u>	Amend the frontage improvement code to address requirements for Middle Housing, Unit Lot Subdivisions, and accessory dwelling units.

C	<u>14.01.050, Sewer connection required</u>	Amend to indicate that unit lot subdivisions require sewer connection.
D	<u>14.01.055, Water connection required</u>	Amend to indicate that unit lot subdivisions require water connection.
E	<u>14.03.040 Water meters</u>	Amend to require that accessory dwelling units and Middle Housing provide individual water connections, and that townhouses may have a master meter. The Public Works Water and Sewer Divisions have indicated that with the ability to rent out all accessory dwelling units and Middle Housing and individually sell accessory dwelling units and Middle Housing units, individual connections will be easier to administer for billing purposes along with long-term repair and maintenance needs. An exception to the individual utility connection requirement is proposed for existing structures if it is impracticable to provide separate utility connections as determined by the Building Official. If Unit Lot Subdivision is subsequently proposed, then individual utility connections will then be required.
F	<u>14.03.090, Utility connections to unoccupied properties prohibited and/or forfeited</u>	Amend to indicate that utility connections shall not be sold and water meters shall not be installed until final short plat and final unit lot subdivision approval (which is the expectation for other development types).
G	<u>14.07.010, Capital improvement charges</u>	Amend the capital improvement charges fee schedule to eliminate rates that are no longer in effect, provide a rate for accessory dwelling units that are not in city limits, and indicate that residential connections also include single family, Middle Housing, and townhouse units. Lastly indicate that accessory dwelling units with a separate water meter shall pay a separate utility bill unless an exemption has been granted for a consolidated connection to be provided. Note: these are interim fixes while the utility rate study is pending.
H	<u>14.07.060, Water rates</u>	Add a definition for Middle Housing and amend the definition for multiple residential units. Add accessory dwelling units and Middle Housing to the sewer rate schedule.
I	<u>14.07.070, Sewer rates</u>	Add a definition for Middle Housing and amend the definition for multiple residential units. Add accessory dwelling units and Middle Housing to the water rate schedule.
J	<u>14.15.020, Definitions</u>	In the stormwater code, the definition of Planned Residential Development is amended to reference Chapter 22G.080 MMC, Planned Residential Developments.
K	<u>14.18.080, Payment of drainage assessments</u>	Amend the reference to planned unit development to planned residential development and add unit lot subdivisions as a development type subject to drainage assessments.
L & M	<u>14.19.030, Definitions</u> and <u>14.19.040, Surface water utility fund</u>	The terms 'nonresidential' and 'residential' are proposed to be amended to 'all other property types' and 'single family residential' respectively to align with

		the terms used in 14.19.040 (Exhibit M , which is included for reference only).
N	14.32.050, Administrative procedure	The provisions pertaining to administrative procedures in the Utility Service Planning Area code (Chapter 14.32) are proposed to be amended to include unit lot subdivisions.
O	22A.010.090, Administration and review authority	This section references the various administrative approvals that are under the authority of the Community Development Director. 22A.010.090 includes references to code sections in Title 22G which cover these same project types; therefore, overlapping references in 22A.010.090 are proposed to be omitted and instead the code is proposed to reference these project types in 22G.010.150 and 22G.010.160 .
P	22A.020.020, "A" definitions	A definition for 'administrative design review' is proposed to be added to Chapter 22A.020, Definitions .
Q	22A.020.020, "A" definitions	A definition for 'all lots zoned predominantly for residential use' is proposed to be added to Chapter 22A.020, Definitions .
R	22A.020.040, "C" definitions	The definition 'cottage housing developments' will be amended to align with the State's definition of 'cottage housing'; however, a few clarifications will be added to the State's definition to reflect Marysville's code requirements.
S	22A.020.040, "C" definitions	The State's definition of 'courtyard apartments' will be added to code.
T	22A.020.050, "D" definitions	The definition of 'development' will be amended to include unit lot subdivisions.
U	22A.020.050, "D" definitions	A definition for 'development regulations' will be added to code.
V	22A.020.050, "D" definitions	A definition for 'development standards' will be added to code.
W	22A.020.050, "D" definitions	The definition for 'duplex' will be amended to indicate that the common wall between duplexes must be integral to the architecture.
X	22A.020.090, "H" definitions	The definition of 'housing, missing middle' will be repealed as it will be replaced by a new definition 'middle housing' that aligns with State law.
Y	22A.020.130, "L" definitions	A definition for 'lot, parent' is proposed to be added to address parent lots in unit lot subdivisions.
Z	22A.020.130, "L" definitions	A definition for 'lot, unit' is proposed to be added to address unit lots in unit lot subdivisions.
AA	22A.020.140, "M" definitions	The definition of 'major transit stop' is proposed to be amended to align with the definition in State law.
BB	22A.020.140, "M" definitions	A new definition for 'middle housing' is added to reflect changes in State law.
CC	22A.020.140, "M" definitions	The definition of 'multifamily dwelling unit' is proposed to be amended to indicate that it does not include Middle Housing or townhouses.

DD	22A.020.200, "S" definitions	A definition for 'single-family zones' is proposed to be added to the code.
EE	22A.020.200, "S" definitions	A definition for 'stacked flat' is proposed to be added to the code. It should be noted that stacked flats are not a proposed Middle Housing type.
FF	22A.020.210, "T" definitions	A definition for 'Tier 1' City has been added. Tier 1 refers to the city size where the maximum Middle Housing allowances of HB 1110 apply. Marysville is expected to become a Tier 1 City in 2030.
GG	22A.020.210, "T" definitions	A definition for 'Tier 2' City has been added. Tier 2 refers to the city size where 2 units are allowed on residential lots and 4 units are allowed on residential lots that are within ¼ mile of a major transit stop or have a dedicated affordable housing unit. Marysville is currently a Tier 2 City.
HH	22A.020.210, "T" definitions	The definition for townhouse has been amended to clarify when a townhouse is considered Middle Housing and when it is not.
II	22A.020.220, "U" definitions	A definition for 'unit density' is proposed to be added to address the allowed density for Middle Housing.
JJ	22A.020.220, "U" definitions	A definition for 'unit lot subdivision' is proposed to be added.
KK	22A.030.020, Zones and map designations established	An amendment is proposed to indicate that the base density for 'R' zones reflects lots per acre in addition to dwelling units per acre.
LL	22A.030.050, Residential zones	An amendment is proposed to add references to both the Whiskey Ridge residential zones and Middle Housing to the residential zones summary.
MM	22C.010.030, Characteristics of residential zones	The residential zone descriptions are proposed to be amended to add Middle Housing and townhomes to the zone descriptions, amend the density description to reference both lots and units, and to separate duplex density references which are no longer valid.
NN	22C.010.060, Permitted uses	The residential permitted uses matrices are amended to: · Remove the Conditional Use Permit (CUP) requirement from cottage housing; · Remove the CUP requirement for most senior citizen-oriented housing options in multi-family zones; · Remove single family detached from the permitted uses in the City's highest density multi-family zones (R-18 and R-28) to ensure that land capacity is preserved; and · Add Middle Housing as a permitted use.
OO	22C.010.070, Permitted uses – Development conditions	The residential permitted uses development conditions are amended to: · Add new requirements for accessory dwelling units that align with HB 1337. · Indicate what Middle Housing is, when it is allowed, and when it is not allowed.

		· The R-4.5 Single family, Medium Density area generally located north of 88th Street, west of State Avenue, south of 108th Street NE, and east of Interstate 5 is proposed to be exempted from Middle Housing due to the single point of ingress/egress and/or rail constraints for these areas. · Remove the alternate density and lot size expectations for duplexes. · Indicate that townhouses are only allowed in Planned Residential Developments subject to the underlying zone, or subject to the Middle Housing allowances. · Allow signage for home occupations in Middle Housing units.
PP	22C.010.075, Adaptive reuse of nonresidential buildings in residential zones	Eliminate the allowance for one additional dwelling unit above the base density for adaptive reuse of nonresidential buildings in residential zones.
QQ	22C.010.080, Densities and dimensions	The residential density and dimension provisions are amended to: · Indicate that base density applies to dwelling units per lot and dwelling units per acre. · Provides for the maximum density allowance for residential zones and express in terms of dwelling units per lot and dwelling units per acre. · Amend the R-8 and WR-R-4-8 zones building coverage, impervious coverage, and minimum lot size to mirror the R-6.5 zone. · Omit the minimum lot size for duplexes since HB 1110 requires that the lots be treated equivalent to single family lots.
RR	22C.010.090, Densities and dimensions – Development conditions	The residential density and dimension development conditions amendments include, but are not limited to: · Clarifying the maximum density allowances. · Adding an exception for the general density requirements for accessory dwelling units and Middle Housing. For Middle Housing, the number of lots per acre will be the same as for single family; however, there will be a dwelling unit per acre/lot exemption consistent with HB 1110. Additional provisions pertaining to Middle Housing are also included.
SS	22C.010.110, Calculations – Allowable dwelling units	The calculation of allowable dwelling units section is amended to clarify that the standards apply to dwelling units or lots. The various steps for calculating density are more explicitly laid out. The dwelling unit exemption for Middle Housing, and the exemption from the calculation for existing lots are provided.
TT	22C.010.120, Calculations – Site area used for density calculations	Amend to indicate that critical areas and buffers need to be placed in a tract or easement for permanent protection.
UU	22C.010.130, Lot area – Prohibited reduction	An exception is provided for lots created under the Unit Lot Subdivision provisions.

VV	22C.010.140, Minimum lot area for construction	Amend to include Middle Housing as being allowed on nonconforming residential lots. Clarify bulk and dimensional expectations.
WW	22C.010.170, Setbacks – From regional utility corridors	Minor grammatical change.
XX	22C.010.190, Setbacks – From alleys	Amend an outdated reference to Downtown.
YY	22C.010.200, Setbacks – Adjoining half-street, designated arterial, or temporary cul-de-sac	Amend to indicate that setbacks abutting temporary cul-de-sacs must be measured from the temporary cul-de-sac as constructed; the setbacks will revert to the property line when the temporary cul-de-sac is removed.
ZZ	22C.010.210, Setbacks – Projections allowed	Allow uncovered ramps to project into side or rear setbacks similar to uncovered stairs.
AAA	22C.010.220, Height – Exceptions to limit	Amend the height limit exception for flagpoles to include Middle Housing.
BBB	22C.010.255, Residential design requirements – Purpose	Amend the residential design purpose statement to include all single family along with Middle Housing and townhouses.
CCC	22C.010.260, Residential design requirements – Applicability and interpretations	Amend the residential design requirements applicability requirements to include Middle Housing.
DDD	22C.010.270, Zero lot line development	Amend to omit the reference to PRD overlay zone and add binding site plans to the zero lot line code.
EEE	22C.010.280, Cottage housing developments	The cottage housing code is amended to include various amendments to this code including, but not limited to: · Amending the various unique areas where cottage housing is allowed to instead simply indicate that cottage housing is allowed in residential zones; · Include a provision that cottage housing is eligible for a unit lot subdivision up to 20 unit lots; · Add a minimum lot size or square footage allocation for individual cottages; · Eliminate the building coverage limitation as the cottage size limitation and impervious coverage limitation combined adequately address the size of cottages; · Provide a clarification for how floor area should be calculated; · Clarify that uncovered porches do not count towards floor area; · Include a provision that open space be provided equal to 20 percent of the development site consistent with State law; and · Direct the reader to the overall parking code for parking requirements.
FFF	22C.010.300, Commercial, multiple-family, townhome, and group residence – Vehicular access and parking location	This section is written specifically for commercial, apartment, townhome, and group residences abutting alleys; however, alley access is typically required for all uses, when an alley is available.

GGG	<u>22C.010.310, Small lot single-family dwelling development standards</u>	This section is proposed to be amended to apply to all single family residences and to Middle Housing. The specific auto court provisions that are listed are proposed to be removed and instead direct the reader to the Engineering Design and Development Standards. A provision is proposed to indicate that auto courts may be required to be minimized when multiple auto courts would result in poor design. Design provisions are also proposed to require side elevations visible from accesses to meet minimum design standards, and for duplexes and Middle Housing to either be constructed to appear as a single-family residence or to have their own individual identity. This section will be amended further with the final regulations.
HHH	<u>22C.010.330, Townhouse open space</u>	This section is amended to indicate that Middle Housing and single family must provide 200 square feet of open space. This section will be amended further with the final regulations.
III	<u>22C.010.400, Duplex performance and design standards</u>	The duplex design standards are proposed to be repealed. Duplexes would instead be required to comply with MMC 22C.010.310 (Exhibit GGG above).
JJJ	22C.010.400 (<i>no link as code is new; will be located where the exhibit above is currently located</i>)	This is a new code section which specifies the State's affordable housing provisions for Middle Housing.
KKK	<u>22C.050.010, Purpose</u>	Amend certain references in the small farms code neutral.
LLL	<u>22C.050.050, Permitted uses in small farms overlay zone</u>	Indicate that a single-family residence of Middle Housing can be built on a small farm.
MMM	<u>22C.065.060, Single-family and duplex dwelling development standards</u> (<i>applies to Lakewood Neighborhood Master Plan</i>)	This section is proposed to be amended to apply to all single family residences and to Middle Housing. The specific auto court provisions that are listed are proposed to be removed and instead direct the reader to the Engineering Design and Development Standards. A provision is proposed to indicate that auto courts may be required to be minimized when multiple auto courts would result in poor design. Design provisions are also proposed to require side elevations visible from accesses to meet minimum design standards, and for duplexes and Middle Housing to either be constructed to appear as a single-family residence or to have their own individual identity. This section will be amended further with the final regulations.
NNN	<u>22C.070.040, East Sunnyside – Whiskey Ridge subarea plan zoning classifications</u>	Amend the table showing the various zones in the East Sunnyside – Whiskey Ridge Subarea Plan to align with other chapters in the MMC and the City's Comprehensive Plan and Zoning Maps.
OOO	<u>22C.070.100, Open space</u>	The townhouse and ground-based multi-family open space standards are amended to include Middle Housing.
PPP	<u>22C.070.130, Parking</u>	Direct the reader to the parking code for parking standards. Indicate that the on-street parking allowance is for commercial uses. Make a minor correction to a road name.

QQQ	22C.080.120, Uses permitted in downtown Marysville zones	Add Middle Housing to the residential zones in the Downtown Master Plan Area.
RRR	22C.080.230, Parking and loading	Indicate that Middle Housing must meet the parking outlined for Middle Housing in the general parking code.
SSS	22C.090.020, Permitted locations of residential density incentives	The list of zones in which residential density incentives (RDI) are allowed has been amended to be clearer and to omit the Downtown zones where RDI are not needed to achieve maximum densities.
TTT	22C.090.030, Public benefits and density incentives	The residential density incentives are amended to: · indicate that bonus lots can be earned in single family zones or in multi-family zones when single for Middle Housing are proposed, and bonus units can be earned when multi-family or townhouse developments are proposed; · reflect that lots or units can be earned (a few RDI are only listed for units); and · remove the RDI pertaining to perimeter fencing or landscaping as it is difficult to administer and is often ineffective due to abutting residential subdivisions.
UUU	22C.090.040, Rules for calculating bonus units for open space and recreational areas	This RDI section is amended to include a reference to lots and to omit a couple of open space amenities that are not intended to be encouraged; omitting these open space amenities aligns the RDI code with the PRD code.
VVV	22C.090.050, Rules for calculating total permitted dwelling units	This RDI section is amended to include references to lots in addition to the existing unit references.
WWW	22C.090.060, Review process	This RDI section is amended to include references to lots in addition to the existing unit references.
XXX	22C.090.070, Minor adjustments in final site plan	This RDI section is amended to include references to lots.
YYY	22C.090.090, Enforcement	This RDI section is amended to include unit lot subdivisions.
ZZZ	22C.100.030, Nonconforming structures	Add Middle Housing to the nonconforming structures rebuild provisions.
AAAA	22C.100.040, Nonconforming uses	Add Middle Housing to the nonconforming uses expansion provisions.
BBBB	22C.120.050, Water conservation standards	Clarify that Middle Housing (like single family detached) is not subject to water conservation standards.
CCCC	22C.120.120, Required landscape buffers	Indicate that Middle Housing is not required to provide a landscape buffer adjacent to single family designated areas.
DDDD	22C.130.020, General standards	Amend to indicate that parking for single family, Middle Housing, and townhouses be provided on the lot as the dwelling unit served by the parking. Provide an exception for Unit Lot Subdivision indicating that the parking may be on a different unit lot if an easement is provided.
EEEE	22C.130.030, Minimum required parking spaces	Provide parking requirements for Middle Housing and accessory dwelling units that comply with HB 1110 and HB 1337. Indicate that parking for mobile home parks

		is subject to the standards in the mobile home park code.
FFFF	22C.130.050, Development standards	Indicate that parking for Middle Housing does not need to be striped. Remove the reference to single family attached and detached and instead reference single family, townhouses, and Middle Housing. Include a provision that in garage parking spaces must be usable for parking and free of obstructions.
GGGG	22C.190.020, Home occupation standards	Include provisions that address home occupations in Middle Housing.
HHHH	22C.200.030, Permit required	Remove unnecessary references to home occupations from the day care code.
IIII	22C.220.090, Development regulations	The Master Planned Senior Community (MPSC) code is amended to include references to Middle Housing to ensure consistent treatment with single family residences.
JJJJ	22C.220.100, Modification of development regulations	The Master Planned Senior Community (MPSC) code is amended to include references to Middle Housing to ensure consistent treatment with single family residences. The density is amended to be capped at 8 dwelling units per acre in single family zones (Planning Commission will be provided with different density options to consider for a moderate incentive for MPSC). Obsolete references to Downtown have been updated.
KKKK	22C.230.030, Mobile/manufactured home park zone	The mobile/manufactured home park code is amended to eliminate the requirement for a Planned Residential Development for a MHP since the mobile/manufactured home park code has similar, but conflicting, standards.
LLLL	22C.230.040, Procedures for review and approval	The mobile/manufactured home park standards are amended to add the expectation for a conditional use permit to be obtained consistent with the residential permitted uses, and to eliminate the required for a PRD rezone, which has similar, but conflicting, standards.
MMMM	22C.250.060, Wireless communication facilities – Siting hierarchy	The wireless communication facilities siting hierarchy has been amended to include Middle Housing with single family designations.
NNNN	22C.250.070, Wireless communication facilities – General requirements	The wireless communication facilities general requirements have been amended to address Middle Housing where single family is referenced.
OOOO	22D.020.030, Payment of impact fees required	Amend the deferral of park impact fees code section to reference townhouses and Middle Housing and eliminate the reference to attached residential units.
PPPP	22D.020.050, Computing required impact fees using adopted impact fee schedules	Add Middle Housing and townhouses to the single-family parks rate; omit the reference to attached single family homes.
QQQQ	22D.020.130, Formula for determining park, recreation, open space or trail impact fees	Add Middle Housing and townhouses to the parks impact fee calculation information.
RRRR	22D.030.040, Definitions	Amend the definitions for the traffic impact fee code to include single family detached, Middle Housing, and townhouses in the definition of 'development'

SSSS	<u>22D.030.070, Determination and fulfillment of road system obligations</u>	Add Middle Housing and townhouses to traffic impact fees eligible for deferral and remove attached residential unit.
TTTT	<u>22D.040.020, Definitions</u>	Add single family detached, Middle Housing, and townhouses to the definition of development in the school impact fee code.
UUUU	<u>22D.040.060, Impact fee accounting</u>	Amend the deferral of school impact fee section to include Middle Housing and townhouses.
VVVV	<u>22E.010.360, On-site density transfer for critical areas</u>	The on-site density transfer for critical area provisions are proposed to be more specific in describing the specific dimensional standards of the next highest zone that can be used. These standards will be looked at more closely with the final regulations.
WWWW	<u>22E.030.090, Categorical exemptions, threshold determinations, and enforcement of mitigating measures</u>	Middle Housing is proposed to be added to the environmental categorical exemption review that applies to single family.
XXXX	<u>22G.010.160, Administrative approvals subject to notice</u>	Unit lot subdivisions are proposed to be added to the types of administrative land use applications subject to notice.
YYYY	<u>22G.010.250, Vesting</u>	Unit lot subdivisions are added to the land use procedures pertaining to vesting.
ZZZZ	<u>22G.010.260, Minor revisions to approved development applications</u>	Address Planned Residential Development and Middle Housing in the minor land use application revision criteria. Provide minor revision criteria unique to Unit Lot Subdivisions, which require separate provisions due to the different nature of the use.
AAAAA	<u>22G.010.270, Major revisions to approved residential development applications</u>	Address Middle Housing in the major land use application revision criteria.
BBBBB	<u>22G.030.020, General fee structure</u>	Incorporate Middle Housing and Unit Lot Subdivisions in fee structure.
CCCCC	<u>22G.080.010, Purpose</u>	Amend the Planned Residential Code to reference PRDs being developed as a 'cohesive project' rather than a unit.
DDDDD	<u>22G.080.040, Permitted/conditional uses – Ratio of housing types</u>	This section is amended to include references to Middle Housing and townhouses instead of duplexes and single family attached. The maximum number of dwelling units in single family PRDs is proposed to be capped at four units (currently six units may be in a building), and the limitation on the townhouse units relative to single family has been removed.
EEEEEE	<u>22G.080.050, Procedures for review and approval</u>	The expectation for Planned Residential Developments (PRDs) to be consistent with the Engineering Design and Development Standards has been added. A provision for the form and scale of buildings to be compatible with single family has been added. An expectation that orientation of structures towards the higher volume roadway has been added unless the director determines an alternate orientation would result in better site design. A provision has been added

		that landscaping should not be installed to avoid orientation requirements.
FFFFF	22G.080.060, Required elements of PRD site plans	Various submittal requirements for PRDs have been amended.
GGGGG	22G.080.070, Development standards	The PRD development standards have been amended to eliminate the 5,000 SF cap since most PRDs are comprised of lots at or under 5,000 SF. The restriction on ADUs has been removed consistent with HB 1337. The alternate access provisions have been amended to remove the 5,000 SF cap but to lower the amount of dwellings requiring alternate access from 25 percent to 20 percent. A provision has been added that autocourts may be required to be minimized and a consolidated public road provided when the site design or safety is improved.
HHHHH	22G.080.080, Modification of development regulations	The modification of PRD development regulations has been amended to address density being expressed in terms of dwelling units per acre or lot, and to direct the reader to the applicable code provisions. A footnote establishing an alternate lot size for duplexes has been removed consistent with HB 1110. An exemption to the townhouse minimum lot size has been added for Middle Housing. References to attached single-family have been replaced by townhouses. A footnote with alternate parking standards has been removed. A clarification has been added that PRD subdivisions and binding site plans may use the PRD road standards in the EDDS.
IIIII	22G.080.100, Open spaces	New criteria pertaining to recreational amenities has been added to promote more desirable recreational areas. A clarification has been added that bioswales, infiltration galleries and ponds cannot be used for recreational facilities.
JJJJJ	22G.090.580, Fence requirements	The reference to single family residential has been changed to simply residential in the fence requirements part of the plat and short plat code.
KKKKK	22G.100.040, Jurisdiction	The binding site plan code jurisdiction has been amended to reference Middle Housing and to indicate that Unit Lot Subdivisions are exempt from the Planned Residential Development code.
LLLLL	22G.120.030, Scope	The site plan review code has been amended to exempt construction of a single Middle Housing building from the site plan review code.

Middle Housing Schedule

The following is the proposed Middle Housing process schedule with a target adoption date for the final regulations in September or October.

Table 2	
Middle Housing Schedule	
June 23 rd	City Council proposed action on Interim Ordinance
June 24 th	Planning Commission work session
July 8 th	Planning Commission final work session or Public Hearing on Final Regulations for Adoption

July 14 th	City Council Public Hearing on Interim Regulations
August 12 th	Planning Commission alternate date for Public Hearing on Final Regulations for Adoption
September 2 nd	City Council work session on Final Regulations for Adoption
September 22 nd	City Council action on Final Regulations for Adoption; may be moved to October if directed.

Staff respectfully request that the City Council adopt the Interim Regulations via Ordinance and direct staff to set a Public Hearing for July 14th for the Interim Regulations.

CITY OF MARYSVILLE
Marysville, Washington
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, ADOPTING AN INTERIM ZONING ORDINANCE AND OTHER INTERIM OFFICIAL CONTROLS TO COMPLY WITH ENGROSSED SECOND SUBSTITUTE HOUSE BILL (E2SHB) 1110 AND ENGROSSED SUBSTITUTE HOUSE BILL (ESHB) 2321 PERTAINING TO MIDDLE HOUSING AND AMENDING IMPACTED TITLES OF THE MARYSVILLE MUNICIPAL CODE (MMC).

WHEREAS, in 2023 the Washington state legislature passed Engrossed Substitute House Bill (E2SHB) 1110 (chapter 332, Laws of 2023) related to Middle Housing; and

WHEREAS, in passing E2SHB 1110 (chapter 332, Laws of 2023) the State legislature found that Washington state is facing an unprecedented housing crisis for its current population and a lack of housing choices, and is not likely to meet affordability goals for future populations; and

WHEREAS, the State legislature further found that in order to meet the goal of 1,000,000 new homes statewide by 2044, and enhanced quality of life and environmental protection, innovative housing policies will need to be adopted and that increasing housing options that are more affordable to various income levels is critical to achieving the state's housing goals, including those established by the legislature in Engrossed Second Substitute House Bill No. 1220 (chapter 254, Laws of 2021); and

WHEREAS, E2SHB 1110 (chapter 332, Laws of 2023) is primarily codified in the Revised Code of Washington (RCW) section 36.70A.635; and

WHEREAS, in 2024 the Washington State legislature passed Engrossed Substitute House Bill (ESHB) 2321 (chapter 152, Laws of 2024), which modified certain middle housing requirements in RCW 36.70A.635, as well as amended definitions in RCW 36.70A.030; and

WHEREAS, the City of Marysville is designated as a 'Tier 2 City' under E2SHB 1110 meaning that the City's 2020 Office of Financial Management population estimate was between 25,000 and 75,000 people; and

WHEREAS, on December 9, 2024, the Marysville City Council passed Ordinance No. 3330 adopting the Comprehensive Plan "the Plan" and incorporating Middle Housing policies into the Housing Element of the Plan as required by House Bill 1220 (chapter 254, Laws of 2021); and

WHEREAS, pursuant to E2SHB 1110, the City of Marysville must adopt Middle Housing regulations six months after its periodic Comprehensive Plan update required under RCW 36.70A.130, which the Washington State Department of Commerce has interpreted to be June 30, 2025; and

WHEREAS, pursuant to RCW 36.70A.636(2)(b), in any City subject to RCW 36.70A.635 that has not passed ordinances, regulations, or other official controls within the time frames provided under RCW 36.70A.635(11), the Department of Commerce's model ordinance supersedes, preempts, and invalidates local development regulations until the City takes all actions necessary to implement RCW 36.70A.635.

WHEREAS, the Department of Commerce's model ordinance contains setbacks, lot coverage, height, and other standards which do not align with the City's vision for community character; and

WHEREAS, the City Council wishes to ensure broad public participation in the development of Middle Housing standards; and

WHEREAS, various amendments are needed to several titles of the Marysville Municipal Code (MMC), including but not limited to Titles 3, 6, 7, 12, 14, and 22, along with portions of the Comprehensive Plan to comply with state law regarding Middle Housing standards; and

WHEREAS, ensuring broad public participation and drafting amendments to the municipal code require additional time beyond the June 30, 2025, deadline imposed by state law; and

WHEREAS, City staff have prepared draft interim regulations pertaining to Middle Housing, for which environmental review occurred and for which a State Environmental Policy Act (SEPA) Determination of Non-Significance (DNS) was issued on June 6, 2025; and

WHEREAS, the State Growth Management Act (RCW 36.70A) requires notice and broad public participation when adopting or amending the City's comprehensive plan and development regulations; and

WHEREAS, pursuant to RCWs 35A.63.220 and 36.70A.390, the Marysville City Council may adopt an interim zoning ordinance or interim official control that extends for a period of up to six months, if the Council holds a Public Hearing on the interim zoning ordinance within sixty days after adoption and subsequently adopts findings of fact to support the interim zoning ordinance; and

WHEREAS, applicants would be able to submit development applications under the proposed interim zoning ordinance and other interim official controls; and

WHEREAS, during this six-month period, the City Council will consider permanent Middle Housing regulations; and

WHEREAS, while the interim zoning ordinance and other interim official controls are in effect, the City Council will direct City staff to consider all relevant facts, perform all necessary analyses, and work with the Marysville Planning Commission to prepare permanent Middle Housing regulations; and

WHEREAS, during this six-month period, an ordinance which includes permanent Middle Housing regulations will be drafted and processed according to applicable law, which will include a notice of Public Hearing(s), and consideration/action on the final ordinance by City Council; and

WHEREAS, the City Council considered this interim ordinance during the Council's regular meeting on June 23, 2025;

WHEREAS, the City Council will hold a Public Hearing on July 14, 2025 to accept public testimony and to consider such interim zoning ordinance and other interim official controls; and

WHEREAS, the City Council adopts the findings and conclusions outlined in Section 2; and

WHEREAS, the interim zoning ordinance and other interim official controls are necessary for the public health, safety, and welfare; and

WHEREAS, this is a public emergency ordinance necessary for the protection of public health and public safety, and should be effective upon adoption.

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

Section 1. The purpose of this interim zoning ordinance and other interim official controls is to allow the City adequate time to complete the activities described in the recitals, which are incorporated by this reference. These activities will be performed while an interim zoning ordinance and other interim official controls establishing interim Middle Housing regulations are in effect. The City Council finds that the adoption of an interim zoning ordinance and other interim official controls for a six-month period will best serve the public interest. Said interim regulations are set forth in attached Exhibits A through NNNNN.

Section 2. The City Council makes the following findings of fact and conclusions in support of the interim zoning ordinance and other interim official controls.

- (1) The City Council adopts and incorporates the recitals above as findings.
- (2) The interim zoning regulations set forth in Exhibits A through NNNNN will allow for Middle Housing that complies with RCW section 36.70A.635 and associated statutes, while establishing interim standards for Middle Housing that better align with the community's vision.
- (3) It is in the best interest of City of Marysville to adopt interim Middle Housing regulations at this time, pending further study and public engagement on the final development regulations.
- (4) The proposed interim zoning regulations will promote the public health, safety, moral, and general welfare, and are consistent with the goals and policies of the Comprehensive Plan.
- (5) This ordinance satisfies the procedural and substantive requirements of, and is consistent with, the GMA.

Section 3. The City Clerk is authorized and directed to provide the necessary public notice and schedule a Public Hearing on this interim zoning ordinance and other official interim controls to be held during the City Council's regular meeting on July 14, 2025, or within 60 days of the adoption of this Ordinance, as provided in RCW 35A.63.220 and RCW 36.70A.390. After the Public Hearing, the City Council may adopt additional legislative findings in support of this Ordinance and/or otherwise modify the provisions of this Interim Zoning Ordinance.

Section 4. Section 5.70.270 of the municipal code is amended as set forth in **Exhibit A.**

Section 5. Section 12.02A.090 of the municipal code is amended as set forth in **Exhibit B.**

Section 6. Section 14.01.050 of the municipal code is amended as set forth in **Exhibit C.**

Section 7. Section 14.01.055 of the municipal code is amended as set forth in **Exhibit D.**

Section 8. Section 14.03.040 of the municipal code is amended as set forth in **Exhibit E.**

Section 9. Section 14.03.090 of the municipal code is amended as set forth in **Exhibit F.**

Section 10. Section 14.07.010 of the municipal code is amended as set forth in **Exhibit G.**

Section 11. Section 14.07.060 of the municipal code is amended as set forth in **Exhibit H.**

Section 12. Section 14.07.070 of the municipal code is amended as set forth in **Exhibit I.**

Section 13. Section 14.15.020 of the municipal code is amended as set forth in **Exhibit J.**

Section 14. Section 14.18.080 of the municipal code is amended as set forth in **Exhibit K.**

Section 15. Section 14.19.030 of the municipal code is amended as set forth in **Exhibit L.**

Section 16. Section 14.19.050 of the municipal code is provided for reference purposes as set forth in **Exhibit M.**

Section 17. Section 14.32.050 of the municipal code is amended as set forth in **Exhibit N.**

Section 18. Section 22A.010.090 of the municipal code is amended as set forth in **Exhibit O.**

Section 19. Section 22A.020.020 of the municipal code is amended as set forth in **Exhibit P.** All other definitions in MMC Section 22A.020.020 are retained.

Section 20. Section 22A.020.020 of the municipal code is amended as set forth in **Exhibit Q**. All other definitions in MMC Section 22A.020.020 are retained.

Section 21. Section 22.020.040 of the municipal code is amended as set forth in **Exhibit R**. All other definitions in MMC Section 22A.020.040 are retained.

Section 22. Section 22A.020.040 of the municipal code is amended as set forth in **Exhibit S**. All other definitions in MMC Section 22A.020.040 are retained.

Section 23. Section 22A.020.050 of the municipal code is amended as set forth in **Exhibit T**. All other definitions in MMC Section 22A.020.050 are retained.

Section 24. Section 22A.020.050 of the municipal code is amended as set forth in **Exhibit U**. All other definitions in MMC Section 22A.020.050 are retained.

Section 25. Section 22A.020.050 of the municipal code is amended as set forth in **Exhibit V**. All other definitions in MMC Section 22A.020.050 are retained.

Section 26. Section 22A.020.050 of the municipal code is amended as set forth in **Exhibit W**. All other definitions in MMC Section 22A.020.050 are retained.

Section 27. Section 22A.020.090 of the municipal code is amended as set forth in **Exhibit X**. All other definitions in MMC Section 22A.020.090 are retained.

Section 28. Section 22A.020.130 of the municipal code is amended as set forth in **Exhibit Y**. All other definitions in MMC Section 22A.020.130 are retained.

Section 29. Section 22A.020.130 of the municipal code is amended as set forth in **Exhibit Z**. All other definitions in MMC Section 22A.020.130 are retained.

Section 30. Section 22A.020.140 of the municipal code is amended as set forth in **Exhibit AA**. All other definitions in MMC Section 22A.020.140 are retained.

Section 31. Section 22A.020.140 of the municipal code is amended as set forth in **Exhibit BB**. All other definitions in MMC Section 22A.020.140 are retained.

Section 32. Section 22A.020.140 of the municipal code is amended as set forth in **Exhibit CC**. All other definitions in MMC Section 22A.020.140 are retained.

Section 33. Section 22A.020.200 of the municipal code is amended as set forth in **Exhibit DD**. All other definitions in MMC Section 22A.020.200 are retained.

Section 34. Section 22A.020.200 of the municipal code is amended as set forth in **Exhibit EE**. All other definitions in MMC Section 22A.020.200 are retained.

Section 35. Section 22A.020.210 of the municipal code is amended as set forth in **Exhibit FF**. All other definitions in MMC Section 22A.020.210 are retained.

Section 36. Section 22A.020.210 of the municipal code is amended as set forth in **Exhibit GG**. All other definitions in MMC Section 22A.020.210 are retained.

Section 37. Section 22A.020.210 of the municipal code is amended as set forth in **Exhibit HH**. All other definitions in MMC Section 22A.020.210 are retained.

Section 38. Section 22A.020.220 of the municipal code is amended as set forth in **Exhibit II**. All other definitions in MMC Section 22A.020.220 are retained.

JJ.	<u>Section 39.</u>	Section 22A.020.220 of the municipal code is amended as set forth in Exhibit All other definitions in MMC Section 22A.020.220 are retained.
KK.	<u>Section 40.</u>	Section 22A.030.020 of the municipal code is amended as set forth in Exhibit
LL.	<u>Section 41.</u>	Section 22A.030.050 of the municipal code is amended as set forth in Exhibit
MM.	<u>Section 42.</u>	Section 22C.010.030 of the municipal code is amended as set forth in Exhibit
NN.	<u>Section 43.</u>	Section 22C.010.060 of the municipal code is amended as set forth in Exhibit
OO.	<u>Section 44.</u>	Section 22C.010.070 of the municipal code is amended as set forth in Exhibit
PP.	<u>Section 45.</u>	Section 22C.010.075 of the municipal code is amended as set forth in Exhibit
QQ.	<u>Section 46.</u>	Section 22C.010.080 of the municipal code is amended as set forth in Exhibit
RR.	<u>Section 47.</u>	Section 22C.010.090 of the municipal code is amended as set forth in Exhibit
SS.	<u>Section 48.</u>	Section 22C.010.110 of the municipal code is amended as set forth in Exhibit
TT.	<u>Section 49.</u>	Section 22C.010.120 of the municipal code is amended as set forth in Exhibit
UU.	<u>Section 50.</u>	Section 22C.010.130 of the municipal code is amended as set forth in Exhibit
VV.	<u>Section 51.</u>	Section 22C.010.140 of the municipal code is amended as set forth in Exhibit
WW.	<u>Section 52.</u>	Section 22C.010.170 of the municipal code is amended as set forth in Exhibit
XX.	<u>Section 53.</u>	Section 22C.010.190 of the municipal code is amended as set forth in Exhibit
YY.	<u>Section 54.</u>	Section 22C.010.200 of the municipal code is amended as set forth in Exhibit
ZZ.	<u>Section 55.</u>	Section 22C.010.210 of the municipal code is amended as set forth in Exhibit
AAA.	<u>Section 56.</u>	Section 22C.010.220 of the municipal code is amended as set forth in Exhibit
BBB.	<u>Section 57.</u>	Section 22C.010.255 of the municipal code is amended as set forth in Exhibit
CCC.	<u>Section 58.</u>	Section 22C.010.260 of the municipal code is amended as set forth in Exhibit

DDD.	<u>Section 59.</u>	Section 22C.010.270 of the municipal code is amended as set forth in Exhibit
EEE.	<u>Section 60.</u>	Section 22C.010.280 of the municipal code is amended as set forth in Exhibit
FFF.	<u>Section 61.</u>	Section 22C.010.300 of the municipal code is amended as set forth in Exhibit
GGG.	<u>Section 62.</u>	Section 22C.010.310 of the municipal code is amended as set forth in Exhibit
HHH.	<u>Section 63.</u>	Section 22C.010.330 of the municipal code is amended as set forth in Exhibit
III.	<u>Section 64.</u>	Section 22C.010.400 of the municipal code is amended as set forth in Exhibit
JJJ.	<u>Section 65.</u>	Section 22C.010.400 of the municipal code is amended as set forth in Exhibit
KKK.	<u>Section 66.</u>	Section 22C.050.010 of the municipal code is amended as set forth in Exhibit
LLL.	<u>Section 67.</u>	Section 22C.050.050 of the municipal code is amended as set forth in Exhibit
MMM.	<u>Section 68.</u>	Section 22C.065.060 of the municipal code is amended as set forth in Exhibit
NNN.	<u>Section 69.</u>	Section 22C.070.040 of the municipal code is amended as set forth in Exhibit
000.	<u>Section 70.</u>	Section 22A.070.100 of the municipal code is amended as set forth in Exhibit
PPP.	<u>Section 71.</u>	Section 22C.070.130 of the municipal code is amended as set forth in Exhibit
QQQ.	<u>Section 72.</u>	Section 22C.080.120 of the municipal code is amended as set forth in Exhibit
RRR.	<u>Section 73.</u>	Section 22C.080.230 of the municipal code is amended as set forth in Exhibit
SSS.	<u>Section 74.</u>	Section 22C.090.020 of the municipal code is amended as set forth in Exhibit
TTT.	<u>Section 75.</u>	Section 22C.090.030 of the municipal code is amended as set forth in Exhibit
UUU.	<u>Section 76.</u>	Section 22C.090.040 of the municipal code is amended as set forth in Exhibit
VVV.	<u>Section 77.</u>	Section 22C.090.050 of the municipal code is amended as set forth in Exhibit
WWW.	<u>Section 78.</u>	Section 22C.090.060 of the municipal code is amended as set forth in Exhibit

XXX.	<u>Section 79.</u>	Section 22C.090.070 of the municipal code is amended as set forth in Exhibit
YYY.	<u>Section 80.</u>	Section 22C.090.090 of the municipal code is amended as set forth in Exhibit
ZZZ.	<u>Section 81.</u>	Section 22C.100.030 of the municipal code is amended as set forth in Exhibit
AAAA.	<u>Section 82.</u>	Section 22C.100.040 of the municipal code is amended as set forth in Exhibit
BBBB.	<u>Section 83.</u>	Section 22C.120.050 of the municipal code is amended as set forth in Exhibit
CCCC.	<u>Section 84.</u>	Section 22C.120.120 of the municipal code is amended as set forth in Exhibit
DDDD.	<u>Section 85.</u>	Section 22C.130.020 of the municipal code is amended as set forth in Exhibit
EEEE	<u>Section 86.</u>	Section 22C.130.030 of the municipal code is amended as set forth in Exhibit
FFFF.	<u>Section 87.</u>	Section 22C.130.050 of the municipal code is amended as set forth in Exhibit
GGGG.	<u>Section 88.</u>	Section 22C.190.020 of the municipal code is amended as set forth in Exhibit
HHHH.	<u>Section 89.</u>	Section 22C.200.030 of the municipal code is amended as set forth in Exhibit
IIII.	<u>Section 90.</u>	Section 22C.220.090 of the municipal code is amended as set forth in Exhibit
JJJJ.	<u>Section 91.</u>	Section 22C.220.100 of the municipal code is amended as set forth in Exhibit
KKKK.	<u>Section 92.</u>	Section 22C.230.030 of the municipal code is amended as set forth in Exhibit
LLLL.	<u>Section 93.</u>	Section 22C.230.040 of the municipal code is amended as set forth in Exhibit
MMMM.	<u>Section 94.</u>	Section 22C.250.060 of the municipal code is amended as set forth in Exhibit
NNNN.	<u>Section 95.</u>	Section 22C.250.070 of the municipal code is amended as set forth in Exhibit
OOOO.	<u>Section 96.</u>	Section 22D.020.030 of the municipal code is amended as set forth in Exhibit
PPPP.	<u>Section 97.</u>	Section 22D.020.050 of the municipal code is amended as set forth in Exhibit

QQQQ. **Section 98.** Section 22D.020.130 of the municipal code is amended as set forth in **Exhibit**

RRRR. **Section 99.** Section 22D.030.040 of the municipal code is amended as set forth in **Exhibit**

SSSS. **Section 100.** Section 22D.030.070 of the municipal code is amended as set forth in **Exhibit**

TTTT. **Section 101.** Section 22D.040.020 of the municipal code is amended as set forth in **Exhibit**

UUUU. **Section 102.** Section 22D.040.060 of the municipal code is amended as set forth in **Exhibit**

VVVV. **Section 103.** Section 22E.010.360 of the municipal code is amended as set forth in **Exhibit**

WWWW. **Section 104.** Section 22E.030.090 of the municipal code is amended as set forth in **Exhibit**

XXXX. **Section 105.** Section 22G.010.160 of the municipal code is amended as set forth in **Exhibit**

YYYY. **Section 106.** Section 22G.010.250 of the municipal code is amended as set forth in **Exhibit**

ZZZZ. **Section 107.** Section 22G.010.260 of the municipal code is amended as set forth in **Exhibit**

AAAAA. **Section 108.** Section 22G.010.270 of the municipal code is amended as set forth in **Exhibit**

BBBBB. **Section 109.** Section 22G.030.020 of the municipal code is amended as set forth in **Exhibit**

CCCCC. **Section 110.** Section 22G.080.010 of the municipal code is amended as set forth in **Exhibit**

DDDDD. **Section 111.** Section 22G.080.040 of the municipal code is amended as set forth in **Exhibit**

EEEE. **Section 112.** Section 22G.080.050 of the municipal code is amended as set forth in **Exhibit**

FFFFF. **Section 113.** Section 22G.080.060 of the municipal code is amended as set forth in **Exhibit**

GGGGG. **Section 114.** Section 22G.080.070 of the municipal code is amended as set forth in **Exhibit**

HHHHH. **Section 115.** Section 22G.080.080 of the municipal code is amended as set forth in **Exhibit**

IIIII. **Section 116.** Section 22G.080.100 of the municipal code is amended as set forth in **Exhibit**

JJJJJ. **Section 117.** Section 22G.090.580 of the municipal code is amended as set forth in **Exhibit**

Section 118. Section 22G.100.040 of the municipal code is amended as set forth in **Exhibit KKKKK.**

Section 119. Section 22G.120.030 of the municipal code is amended as set forth in **Exhibit LLLLL.**

Section 120. The amendments to MMC Title 22, consisting of the above-described amendments to various sections of the MMC as set forth in Exhibits A through NNNNN, 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 121. MMC Section 22A.010.160, entitled "Amendments," is hereby amended as follows by adding reference to this adopted ordinance 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>
_____	Middle Housing Interim Regulations	_____, 2025"

Section 122. 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 123. 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 124. This ordinance is necessary for the protection of public health and public safety, and is effective upon its passage by the City Council and approval by the Mayor.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2025.

CITY OF MARYSVILLE

By: _____
JON NEHRING, MAYOR

Attest:

By: _____
TINA BROCK, CITY CLERK

Approved as to form:

By: _____
JON WALKER, CITY ATTORNEY

Date of Publication: _____

Effective Date: _____
(Effective immediately upon passage)

Exhibit A

5.70.270 Discounts.

The city encourages franchisee to provide special rate discounts for certain senior subscribers and permanently disabled subscribers as follows:

(1) The eligibility for the special rate considerations set forth in this section shall be limited to those subscribers who qualify as a "senior" or as "permanently disabled" under the city's prevailing standards and procedures and who must also be eligible for utility discounts from the city. The subscriber must also be the owner-occupant of a single-family, Middle Housing, or multiple dwelling unit residence or the legally responsible lessee of a rental residential dwelling or unit.

(2) Franchisee is encouraged to waive the standard installation fee for those dwellings or units within 125 feet of franchisee's cable system for those subscribers who are eligible under subsection (1) of this section.

Exhibit B

12.02A.090 Frontage improvements required.

(1) The term "frontage improvements" as used in this section shall refer to the construction, reconstruction or repair of the following facilities along the full abutting public street frontage of property being developed:

- (a) Curbs, gutters and sidewalks;
- (b) Storm drainage facilities including LID facilities and/or underground facilities;
- (c) Patching the street from its preexisting edge to the new curb line;
- (d) Overlayment of the existing public street to its centerline;
- (e) Construction of new streets within dedicated, unopened right-of-way.

All such frontage improvements shall be constructed to city specifications.

(2) Property owners shall be required to construct frontage improvements along the full abutting public street frontage of property which is developed as provided in subsection (3) of this section; provided, that overlayment of an existing public street to its centerline shall not be required for single-family or Middle Housing duplex-development generating two PM peak hour trips or less for the project.

(3) Frontage improvements shall be constructed as follows:

- (a) Formal plats: frontage improvements shall be completed prior to recording the final plat, or may be bonded pursuant to the provisions of Chapter 22G.090 MMC;
- (b) Short plats: frontage improvements shall be completed prior to recording the final short plat, or may be bonded pursuant to the provisions of Chapter 22G.090 MMC;
- (c) Unit lot subdivisions: frontage improvements shall be completed prior to recording the final unit lot subdivision, or may be bonded pursuant to the provisions of Chapter 22G.090 MMC;
- ~~(e)~~ (d) Construction of a townhouse, multifamily dwelling unit, business, commercial or industrial building: frontage improvements shall be completed prior to occupancy of the building;
- ~~(d)~~ (e) Construction of a single-family residence, or duplex dwelling Middle Housing unit as defined in MMC 22A.020.140, or other residential unit that results in one or more PM peak hour trip(s), or alterations to a single-family residence, Middle Housing unit, or residential property to include additional unit(s) that result in one or more PM peak hour trips: frontage improvements shall be completed prior to occupancy of the structure, provided the following exceptions apply:
 - (i) An existing lot in an existing ~~single-family residential~~ subdivision, short plat, or binding site plan where the lots are fully developed and frontage improvements were constructed to the standard in effect at the time of final plat recording;
 - (ii) An existing lot (greater than one acre) where there are no frontage improvements meeting city standards constructed within 200 feet of the lot or identified through approved plats, and development potential exists for future development. At the discretion

of the public works director or designee, frontage improvements may be reduced or deferred until the entire parcel is developed; or

(iii) Replacement of an existing single-family residence or Middle Housing duplex unit, where there are no frontage improvements constructed within 200 feet of the lot. Frontage improvements may be waived, providing construction of the new dwelling unit is completed within 12 months of the demolition of the existing unit;

~~(e)-(iv)~~ The granting of an exception to construct frontage improvements as outlined in subsection (3)~~(d)(e)(i)-(iii)~~ of this section does not waive the property owner's requirement to dedicate right-of-way as established in MMC 12.02A.110;

~~(f)~~ Construction of any additions, alterations or repairs to a ~~residential building that result in an increase in the number of dwelling units as defined in Chapter 22A.020 MMC, or to a business, commercial or industrial building that result in an increase in pedestrian or vehicular traffic within any 12-month period: frontage improvements shall be completed prior to occupancy. Frontage improvements shall not be required for construction of an accessory dwelling unit; provided, that this exception shall not apply when an existing single family dwelling unit is converted to an accessory dwelling unit, and a new single family dwelling unit is constructed or placed that would otherwise require frontage improvements as outlined in subsection (3)(d)(e) of this section;~~

(g) Development of a project requiring a binding site plan: frontage improvements shall be completed prior to occupancy;

(h) Development of a new mobile/manufactured home park, or an enlargement or an increase in density to an existing mobile/manufactured home park: frontage improvements shall be completed prior to occupancy;

(i) Any change in the occupancy classification of an existing building or structure on the property that results in an increase in pedestrian and/or vehicular traffic within any 12-month period: frontage improvements shall be completed prior to occupancy.

(4) The public works director or designee shall have authority to grant administrative variances from any of the requirements of this section pursuant to MMC 12.02A.120. Such variances shall be conditioned upon the property owner signing a contract providing for the construction of the frontage improvements at a future time. Said contract shall include, but not be limited to, the making of a cash deposit with the city in an amount equal to the estimate of the city engineer of the cost of said improvements, including design cost, plus an administrative overhead fee of 15 percent. No other form of payment or security shall be authorized. In the event the frontage improvements are not constructed by the property owner within five years of the grant of a variance, the cash deposit shall be forfeited to the city. If said frontage improvements are constructed by the property owner at the request of the city within five years of the grant of a variance, said cash deposit shall be refunded to the property owner less the 15 percent overhead fee. Said contract shall be subject to the approval of the city attorney and shall contain such other provisions as are necessary to effectuate the future construction of such frontage improvements. The refusal of a property owner to enter into such agreement or to post a cash amount as specified herein shall be a basis to deny a variance request and shall require the construction of such frontage improvements in accordance with subsections (1) through (4) of this section.

The council authorizes the mayor to review, execute and sign contracts for deferred construction of curbs, gutters and sidewalks pursuant to this chapter.

Any party aggrieved by a decision of the public works director or designee may appeal the decision pursuant to MMC 12.02A.120(4).

Exhibit C

14.01.050 Sewer connection required.

(1) The owner of any property within the city limits which is not connected to city sewer service shall be required to extend the sewer utility line which is within 200 feet of the structure to be served, as measured along the usual or most feasible route of access, and to connect to the same for all occupied structures on the property under any of the following circumstances:

- (a) Upon construction of a building or structure which is designed for occupancy; or
- (b) Upon construction of any additions, alterations or repairs within any 12-month period which exceed 50 percent of the value of an existing building or structure which is designed for occupancy; or
- (c) Upon any change in the occupancy classification of an existing building or structure on the property; or
- (d) Upon the failure of the on-site sewage disposal system on the property; or
- (e) As a condition of approval for any new land division, including but not limited to subdivision, short subdivision, ~~and~~ binding site plan, and unit lot subdivision. In the case of new land divisions, the 200-foot threshold shall apply. Beyond the 200-foot threshold, the owner shall be required to extend the sewer utility line to all occupied structures regardless of distance unless one of the following exceptions applies:
 - (i) The proposed subdivision is within an unsewered urban enclave which is defined as an area within an urban growth area in which, in the opinion of the director, connection to public sewer is not economically or technically feasible due to manmade or natural barriers although public sewer may have been extended near such area, and for which the city has certified that it cannot reasonably provide sewer service because of such barriers.
 - (ii) The land division application proposes creation of no more than two lots and in addition meets each of the following conditions:
 - (A) The design for the land division includes specific provisions for future accommodation of public sewers in a manner which will allow for future development at appropriate urban densities. The director may require dry sewers and side sewer stub outs;
 - (B) The land division is configured in a manner which, in the opinion of the director, provides reasonable assurance that subsequent redevelopment will be at minimum or greater than minimum urban densities as outlined in the city's comprehensive plan when sewer becomes available;
 - (C) One of the proposed new lots is no larger than the minimum lot size necessary to accommodate an on-site sewage treatment system with the reserve area required by the Snohomish Health District; however, on a case-by-case basis, the director may approve lots larger than the minimum lot size necessary to accommodate an on-site sewage treatment system with the reserve area required by the Snohomish Health District, if in the determination of the director the applicant meets the intent of subsections (1)(e)(ii)(A) and (B) of this section; and

(D) The director includes as a condition of approval a prohibition of further subdivision or short subdivision of the property until public sewer becomes available.

(2) Approval of any land division application utilizing the exception in subsection (1) of this section is contingent upon submittal of a legally binding agreement with the city, which must be recorded with the property records of Snohomish County and in a form acceptable to the director, in which the property owner and successors in interest agree to participate without protest in any sewer local improvement district (LID) or utility local improvement district (ULID), including agreement to pay any connection fees and monthly charges assessed by the city, LID or ULID. Nothing in this section shall be construed to limit the ability of the applicant or any successor in interest to challenge the amount of any assessment.

(3) The owner of any property outside of the city limits, but within the utility service area, which is connected to public water service as required in MMC [14.01.040](#)(1) shall be required to extend the city's sanitary sewer and connect to the same for all occupied structures on the property only if such structures, or any of them, are within 200 feet of the existing sanitary sewer, as measured along the usual and most feasible route of access, and only under the following circumstances:

- (a) Upon construction of a building or structure which is designed for occupancy; or
- (b) Upon construction of any additions, alterations or repairs within any 12-month period which exceed 50 percent of the value of an existing building or structure which is designed for occupancy; or
- (c) Upon any change in the occupancy classification of an existing building or structure on the property; or
- (d) Upon the failure of the on-site sewage disposal system on the property; or
- (e) As a condition of approval for any new land division, including but not limited to subdivision, short subdivision, ~~and~~ binding site plan, ~~and~~ unit lot subdivision. In the case of new land divisions, the 200-foot threshold shall apply. Beyond the 200-foot threshold, the owner shall be required to extend the sewer utility line to all occupied structures regardless of distance unless one of the following exceptions applies:
 - (i) The proposed subdivision is within an unsewered urban enclave which is defined as an area within an urban growth area in which, in the opinion of the director, connection to public sewer is not economically or technically feasible due to manmade or natural barriers although public sewer may have been extended near such area, and for which the city has certified that it cannot reasonably provide sewer service because of such barriers.
 - (ii) The land division application proposes creation of no more than two lots and in addition meets each of the following conditions:
 - (A) The design for the land division includes specific provisions for future accommodation of public sewers in a manner which will allow for future development at appropriate urban densities. The director may require dry sewers and side sewer stub outs;
 - (B) The land division is configured in a manner which, in the opinion of the director, provides reasonable assurance that subsequent redevelopment will be at minimum or greater than minimum urban densities as outlined in the city's comprehensive plan when sewer becomes available;

(C) One of the proposed new lots is no larger than the minimum lot size necessary to accommodate an on-site sewage treatment system with the reserve area required by the Snohomish Health District; however, on a case-by-case basis, the director may approve lots larger than the minimum lot size necessary to accommodate an on-site sewage treatment system with the reserve area required by the Snohomish Health District, if in the determination of the director the applicant meets the intent of subsections (3)(e)(ii)(A) and (B) of this section; and

(D) The director includes as a condition of approval a prohibition of further subdivision or short subdivision of the property until public sewer becomes available.

(4) Approval of any building permit or land division application utilizing the exception in subsection (3) of this section is contingent upon submittal of a legally binding agreement with the city, which must be recorded with the property records of Snohomish County and in a form acceptable to the director, in which the property owner and successors in interest agree to participate without protest in any sewer local improvement district (LID) or utility local improvement district (ULID), including agreement to pay any connection fees and monthly charges assessed by the city, LID or ULID. Nothing in this section shall be construed to limit the ability of the applicant or any successor in interest to challenge the amount of any assessment.

(5) Approval of any building permit or land division approval utilizing the exception in subsection (3) of this section is contingent upon submittal of a legally binding annexation agreement as established in MMC [14.32.035](#). The annexation agreement must be recorded with the property records of Snohomish County and in a form acceptable to the director, in which the property owner and all successors in interest agree to annexation of the property to the city when proposed.

(6) The city land use hearing examiner shall have the authority to grant variances from subsections (1) and (3) of this section. Applications for such variances shall be filed, in writing with the director, together with a filing fee of \$200.00. The applicant shall be given 10 days' notice of the date on which the hearing examiner shall consider the variance. The hearing examiner is authorized to issue such variances only if it is found that a literal enforcement of this chapter would cause practical difficulties or unnecessary hardships. No such variance shall be authorized unless the examiner finds that all of the following facts and conditions exist:

(a) That there are exceptional or extraordinary circumstances or conditions applying to the subject property or as to the intended use thereof that do not apply generally to other properties in the same vicinity;

(b) That such variance is necessary for the preservation and enjoyment of a substantial property right of the applicant possessed by the owners of other properties in the same vicinity;

(c) That the authorization of such variance will not be materially detrimental to the public interest, welfare or the environment;

(d) That the granting of such variance will not be inconsistent with the long-range plans of the city utility system, or jeopardize utility availability for properties within city limits;

(e) That the granting of such variances will not conflict with the city's annexation policies as adopted by resolution.

Exhibit D

14.01.055 Water connection required.

(1) The owner of any property within the city limits which is not connected to city water service shall be required to extend the water service, and to connect to the same for all occupied structures on the property under any of the following circumstances:

- (a) Upon construction of a building or structure which is designed for occupancy; or
- (b) Upon construction of any additions, alterations or repairs within any 12-month period which exceed 50 percent of the value of an existing building or structure which is designed for occupancy; or
- (c) Upon any change in the occupancy classification of an existing building or structure on the property; or
- (d) Upon the failure of the on-site sewage disposal system on the property; or
- (e) As a condition of approval for any new land division, including but not limited to subdivision, short subdivision, ~~and~~ binding site plan, and unit lot subdivision.

(2) The extension of water service is required as outlined in subsections (1)(a) through (e) of this section unless one of the following exceptions applies:

- (a) An alteration, expansion, or replacement of an existing structure which does not require the installation of additional plumbing fixtures;
- (b) The structure, consistent with the requirements of the International Building Code (IBC) as adopted by the city, lawfully incorporates no plumbing fixtures;
- (c) The structure is located in an area in which public water connection will not be available within the next six years, according to the city's adopted capital facilities plan.

(3) Approval of any building permit or land division application utilizing one of the exceptions in subsection (1) of this section is contingent upon submittal of a legally binding agreement with the city, which must be recorded with the property records of Snohomish County and in a form acceptable to the director, in which the property owner and successors in interest agree to participate without protest in any water local improvement district (LID) or utility local improvement district (ULID), including agreement to pay any connection fees and monthly charges assessed by the city, LID or ULID. Nothing in this section shall be construed to limit the ability of the applicant or any successor in interest to challenge the amount of any assessment.

(4) The owner of any property outside of the city limits, but within the utility service area, which is not connected to public water service shall be required to extend the public water service and connect to the same for all occupied structures on the property, under any of the following circumstances:

- (a) Upon construction of a building or structure which is designed for occupancy; or
- (b) Upon construction of any additions, alterations or repairs within any 12-month period which exceed 50 percent of the value of an existing building or structure which is designed for occupancy; or

(c) Upon any change in the occupancy classification of an existing building or structure on the property; or

(d) Upon the failure of the on-site sewage disposal system on the property; or

(e) As a condition of approval for any new land division, including but not limited to subdivision, short subdivision, and binding site plan, unless one of the following exceptions applies:

(i) An alteration, expansion, or replacement of an existing structure which does not require the installation of additional plumbing fixtures;

(ii) The structure, consistent with the requirements of the International Building Code (IBC) as adopted by the city, lawfully incorporates no plumbing fixtures;

(iii) The structure is located in an area in which public water connection will not be available within the next six years, according to the city's adopted capital facilities plan.

(5) Approval of any building permit or land division application utilizing one of the exceptions in subsection (3) of this section is contingent upon submittal of a legally binding agreement with the city, which must be recorded with the property records of Snohomish County and in a form acceptable to the director, in which the property owner and successors in interest agree to participate without protest in any water local improvement district (LID) or utility local improvement district (ULID), including agreement to pay any connection fees and monthly charges assessed by the city, LID or ULID. Nothing in this section shall be construed to limit the ability of the applicant or any successor in interest to challenge the amount of any assessment.

(6) Approval of any building permit or land division approval utilizing the exceptions in subsection (3) of this section is contingent upon submittal of a legally binding annexation agreement as established in MMC [14.32.040](#)(2). The annexation agreement must be recorded with the property records of Snohomish County and in a form acceptable to the director, in which the property owner and all successors in interest agree to annexation of the property to the city when proposed.

The city land use hearing examiner shall have the authority to grant variances from subsections (1) and (4) of this section. Applications for such variances shall be filed, in writing with the director, together with a filing fee of \$200.00. The applicant shall be given 10 days' notice of the date on which the hearing examiner shall consider the variance. The hearing examiner is authorized to issue such variances only if it is found that a literal enforcement of this chapter would cause practical difficulties or unnecessary hardships. No such variance shall be authorized unless the examiner finds that all of the following facts and conditions exist:

(a) That there are exceptional or extraordinary circumstances or conditions applying to the subject property or as to the intended use thereof that do not apply generally to other properties in the same vicinity;

(b) That such variance is necessary for the preservation and enjoyment of a substantial property right of the applicant possessed by the owners of other properties in the same vicinity;

(c) That the authorization of such variance will not be materially detrimental to the public interest, welfare or the environment;

(d) That the granting of such variance will not be inconsistent with the long-range plans of the city utility system, or jeopardize utility availability for properties within city limits;

(e) That the granting of such variances will not conflict with the city's annexation policies as adopted by resolution.

Exhibit E

14.03.040 Water meters.

The consumption and use of all water taken from the city water system shall be metered at each individual connection. Water meters shall meet the specifications of the city and shall be the property of the city utility system. Individual water meters shall be required for each detached single-family residence, accessory dwelling unit, and Middle Housing unit. A master meter may be used for ~~duplexes, townhouses,~~ multiple-family dwellings, condominiums and mobile home parks where there is single ownership or centralized administration. Water meters shall be required for each commercial, industrial and public facility connection. All water meters shall be placed within public right-of-way, or within an easement granted to the city, and shall be directly accessible at all times by city employees.

Exception: separate utility connections shall not be required when a structure with existing plumbing throughout is converted to include additional dwelling unit(s) and it is determined by the Building Official to be impracticable to provide separate utility connections; provided that, if Unit Lot Subdivision is subsequently proposed, separation of utilities and separate utility connections will be required.

Exhibit F

14.03.090 Utility connections to unoccupied properties prohibited and/or forfeited.

(1) The city shall not sell utility connections, accept payment for capital improvement fees or allow the installation of water meters, for any unoccupied property or any property which is the subject of a pending development application until such time as all water and sewer utility infrastructure has been constructed and approved and either final plat approval, final binding site plan approval, final short plat, final unit lot subdivision, final commercial/multifamily site plan approval, conditional use permit approval, or a building permit for previously platted individual lots is or has been issued.

(2) Any property connected to city utilities with a two-inch water meter, or larger, which remains unoccupied for 12 consecutive months, or uses no utility services for 12 consecutive months, shall forfeit its vested right to a utility connection, and at such time as it seeks to reactivate its connection it shall be subject to then-prevailing rules and regulations regarding utility availability for new customers.

Exhibit G

14.07.010 Capital improvement charges.

(1) Capital improvement charges shall be assessed on all new connections to the water, sewer and storm water systems. Capital improvement charges shall also be assessed for a remodel or expansion of an existing building or use. For purposes of this section, an "existing building or use" shall mean all commercial or industrial buildings or uses, churches, schools or similar uses, and all residential buildings or uses where a remodel or expansion increases the number of dwelling units. The capital improvement charge constitutes an equity payment by new and existing customers for a portion of the previously existing capital assets of the system. Capital improvement charges also constitute a contribution to a long-term capital improvement program for the utility system which includes acquisition of new or larger water sources, construction of water storage and transmission facilities, and construction of sewer and storm water trunk lines and treatment facilities. Capital improvement charges shall be paid in full before a new connection or expansion or remodel to an existing building or use shall be approved. All payments shall be deposited in the utility construction fund and shall be made prior to building permit issuance for residential construction and prior to issuance of a certificate of final occupancy for commercial/industrial construction.

(2) The following capital improvement charges are established:

Residential Units

Connection Charges

Type of Connection		City Water	Outside Water	City Sewer	Outside Sewer	Storm Water
Residential*						
Effective Date	1/1/2005	\$3,675	\$4,305	\$3,120	\$3,495	
	1/1/2006	\$4,750	\$5,490	\$4,490	\$4,890	
	1/1/2011					\$95.00
Multifamily Residential**		-				-
Effective Date	8/1/2012 through 8/1/2015	\$3,000	\$5,490	\$3,000	\$4,890	-
Accessory Dwelling Unit**						
Effective Date	11/30/2021	\$1,662.50	<u>\$1,921.50</u>	\$1,571.50	<u>\$1,711.50</u>	

*Residential living units include single family, Middle Housing, townhouses, multi-family residential unit housing and mobile homes for the purpose of water and sewer charges. For the purpose of the storm connection charge, only single-family units will be charged a flat fee; all other land uses will be charged based on the equivalent residential unit (ERU), as described below.

~~**The connection charges for multifamily residential development shall be in effect for a three-year period from August 1, 2012, through August 1, 2015. Thereafter, the connection charges for multifamily residential development shall be the same as the connection charges for residential development.~~

**Connection charges shall apply to attached or detached accessory dwelling units that are a detached structure or expand the existing single-family dwelling or that convert nonresidential space, such as a garage or part of garage into an accessory dwelling unit. Connection charges shall not apply

to interior remodels that do not expand the existing single-family footprint of permitted residential space.

Water, sewer and storm water monthly utility billing charges for a single-family residential unit can also serve a single accessory dwelling unit as defined in MMC [22C.180.030](#). Each single-family residential unit with an accessory dwelling unit shall be charged a minimum of one base charge plus a charge based on the amount of water consumption. Existing ~~A~~accessory dwelling units with a separate water meter and all accessory dwelling units approved after [insert date of adopting ordinance] shall pay separate monthly water, sewer and storm water utility billing charges unless the exemption in MMC 4.03.040 has been granted.

Commercial/Industrial

Connection Charges

Water

City	
Effective Date	1/1/2005
0 – 2,000 gpm	\$1.64/sf
2,001 – 4,000 gpm	\$2.40/sf
4,001+ gpm	\$3.16/sf

Outside City	
Effective Date	1/1/2005
0 – 2,000 gpm	\$1.99/sf
2,001 – 4,000 gpm	\$2.87/sf
4,001+ gpm	\$3.80/sf

Warehouses

City	
Effective Date	7/15/2016
Warehouses/Storage	\$0.48/sf

Outside	
Effective Date	7/15/2016
Warehouses/Storage	\$0.65/sf

25% rate reduction for automatic sprinkler system.

Sewer

City	
Effective Date	1/1/2005
Retail Sales/Manufacturing/ Churches/Schools/Day Care	\$1.03/sf
Offices/Medical/Dental/Nursing Homes and all other uses not listed	\$1.67/sf
Warehouses/Storage	\$0.49/sf
Restaurants/Taverns	\$2.38/sf

Outside City	
Effective Date	1/1/2005
Retail Sales/Manufacturing/ Churches/Schools/Day Care	\$1.24/sf
Offices/Medical/Dental/Nursing Homes and all other uses not listed	\$2.00/sf
Warehouses/Storage	\$0.65/sf
Restaurants/Taverns	\$2.86/sf

25% rate reduction for schools without kitchens.

Storm Water

Effective Date	1/1/2011
1 ERU*	\$95.00

*An equivalent residential unit (ERU) equals 3,200 square feet of impervious surface area. Nonresidential projects will be charged \$95.00 per ERU. See Chapter [14.19](#) MMC for definitions.

Water Service Installation Fee

Effective Date	11/1/2006
5/8" x 3/4"	\$1,050
3/4" x 3/4"	\$1,075
1"	\$1,200
1-1/2"	\$1,600
2"	Time and materials costs/ minimum of \$1,900

Drop-in Meter Fee

Effective Date	11/1/2006
5/8" x 3/4"	\$500.00
3/4" x 3/4"	\$525.00
1"	\$560.00
1-1/2"	\$750.00
2"	\$850.00
3" and over	Charge time and material/ \$3,500 minimum

When a single-family residential unit requires a meter larger than 5/8" x 3/4" in order to supply a residential sprinkler system, the drop-in meter fee shall be charged at the same rate as a 5/8" x 3/4" meter.

Hotel/Motel Connection Charges

		City Water	Outside Water	City Sewer	Outside Sewer
Effective Date	1/1/2005	\$1,405	\$1,646	\$1,193	\$1,336
	1/1/2006	\$1,816	\$2,099	\$1,717	\$1,870

(3) "Floor space" is defined as the net square footage measured from the interior walls, including interior partitions.

(4) The capital improvement charges for sewer connections shall be reduced by \$50.00 per unit or \$0.045 per square foot when the affected property participated in a utility local improvement for the construction of the sewer main.

(5) Capital improvement charges for sewer connections to commercial and industrial units shall be reduced by 50 percent for any floor space in the premises which is committed to being used as warehouse space for storage purposes only.

(6) If the use of any premises connected to city utilities is converted from a residential occupancy to a commercial or industrial occupancy (as defined in subsection (2) of this section), or from a warehouse use to an active commercial or industrial use, the owner of the premises shall immediately report such conversion to the city and shall pay the extra capital improvement charge which is then required for such an occupancy. Failure to report such a conversion, and pay the extra charge, within 90 days of the new occupancy shall result in the extra charge being doubled as a penalty.

(7) The capital improvement charge for utility connections in recreational vehicle parks shall be calculated as follows:

(a) For each connection to a recreational vehicle pad, the charge shall be 50 percent of the charge provided in subsection (2) of this section relating to residential living units.

(b) For every other connection in a recreational vehicle park, the charge shall be the same as provided in subsection (2) of this section for residential living units.

(8) If a building with a lawful water and/or sewer connection to the city utility system is demolished and replaced with a new building requiring utility connections, the capital improvement charges assessed for the new connections shall be discounted by the amount which would have been paid, under current schedules, for the connections which previously served the demolished building.

Exhibit H

14.07.060 Water rates.

(1) Definitions.

(a) "Water rates," as used herein, shall refer to the charge assessed by the city for all water consumed or used on property connected to the city water system. The rates shall be based upon the quantity of water passing through the water meter during each billing period.

(b) The normal "billing period" shall be a two-month cycle and shall be that period falling between two consecutive meter read dates. Charges for periods of less than two months shall be prorated both as to minimum charge and as to consumption; provided, however, the city may, at its discretion, elect to use a monthly billing period for selected accounts. If a monthly billing period is used, the consumption allowance and rate shall be one-half that set forth in the bimonthly rate schedule.

(c) Billing Increments. Charges for water shall be computed on the nearest 1,000 gallons of consumption.

(d) "City rates" are those which shall be charged to all properties connected to the water system which are located within the city limits of Marysville.

(e) "CWSP rates" are those which shall be charged to all properties connected to the water system which are located outside the city limits of Marysville but are within the coordinated water system planning boundary.

(f) "OCWSP rates" are those which shall be charged to all properties connected to the water system which are located outside the city's coordinated water system planning boundary.

(g) "Multiple residential units" shall be defined as attached dwelling units which share a common water meter, including ~~duplexes~~, townhouses, apartments and condominiums, and ~~shall be defined as including~~ mobile home parks.

(h) "Single-family residential unit" shall refer exclusively to detached single-family dwelling units.

(i) "Middle Housing" shall refer to housing as defined in MMC 22A.020.140.

(2) Bimonthly Minimum Water Rates. Minimum charges for each billing period, and consumption allowances for such minimums, are established as follows:

Effective January 1, 2025:

Meter Size	AWWA Meter Factor	City Rate	Rural Rate	Outside UGA Rate
Tier = factor * base rate				
Multiple Residential Units (Per Unit)	N/A	\$27.33	\$41.01	\$54.67
<u>5/8" (single family, Middle Housing unit, and accessory dwelling unit)</u>	1	\$27.33	\$41.01	\$54.67

Meter Size	AWWA Meter Factor	City Rate	Rural Rate	Outside UGA Rate
Tier = factor * base rate				
3/4"	1.5	\$41.01	\$61.50	\$81.99
1"	2.5	\$68.34	\$102.51	\$136.68
1-1/2"	5	\$136.68	\$205.02	\$273.37
2"	8	\$218.67	\$328.03	\$437.35
3"	16	\$437.35	\$656.04	\$874.72
4"	25	\$683.39	\$1,025.08	\$1,366.76
6"	50	\$1,366.76	\$2,050.13	\$2,733.49
8"	80	\$2,186.79	\$3,280.21	\$4,373.62
10"	115	\$3,143.53	\$4,715.30	\$6,287.06
12"	200	\$5,467.00	\$8,200.50	\$10,934.01

Residential & Multifamily	City Rate	Rural Rate	Outside UGA Rate
Volume Tiers (1,000 gal)			
0 to 6	\$1.47	\$2.21	\$2.94
7 to 20	\$5.15	\$7.72	\$10.30
21 to 30	\$5.88	\$8.81	\$11.78
31 and higher	\$6.62	\$9.93	\$13.24

Commercial	City Rate	Rural Rate	Outside UGA Rate
Volume Tiers (1,000 gal)			
0 to 6	\$1.47	\$2.21	\$2.94
7 and higher	\$3.68	\$5.52	\$7.34

Effective January 1, 2026:

Meter Size	AWWA Meter Factor	City Rate	Rural Rate	Outside UGA Rate
Tier = factor * base rate				
Multiple Residential Units (Per Unit)	N/A	\$28.70	\$43.06	\$57.40
5/8" (single family, Middle Housing, and accessory dwelling unit)	1	\$28.70	\$43.06	\$57.40
3/4"	1.5	\$43.06	\$64.58	\$86.09
1"	2.5	\$71.76	\$107.64	\$143.51
1-1/2"	5	\$143.51	\$215.27	\$287.04
2"	8	\$229.60	\$344.43	\$459.22
3"	16	\$459.22	\$688.84	\$918.46
4"	25	\$717.56	\$1,076.33	\$1,435.10
6"	50	\$1,435.10	\$2,152.64	\$2,870.16
8"	80	\$2,296.13	\$3,444.22	\$4,592.30
10"	115	\$3,300.71	\$4,951.07	\$6,601.41
12"	200	\$5,740.35	\$8,610.53	\$11,480.71

Residential & Multifamily	City Rate	Rural Rate	Outside UGA Rate
Volume Tiers (1,000 gal)			
0 to 6	\$1.54	\$2.32	\$3.09
7 to 20	\$5.41	\$8.11	\$10.82
21 to 30	\$6.17	\$9.25	\$12.37
31 and higher	\$6.95	\$10.43	\$13.90

Commercial	City Rate	Rural Rate	Outside UGA Rate
Volume Tiers (1,000 gal)			
0 to 6	\$1.54	\$2.32	\$3.09
7 and higher	\$3.86	\$5.80	\$7.71

(3) Calculation of Water Bill for Multiple Residential Units. In calculating the water bill for multiple residential units, the total number of dwelling units served by a water connection shall be divided into the water consumption for each billing period, expressed in gallons, to determine the average consumption per dwelling unit. The water rates shall be based upon the average consumption per unit during the billing period multiplied by the total number of units.

(4) Calculation of Water Bill for Mobile Home Parks. The total water bill for mobile home parks shall be calculated by applying the rate schedule to the total number of pads or mobile home sites on the premises which are in a condition ready for occupancy, regardless of whether the same are occupied during the billing period or not; provided, that for the first 24 months after a mobile home park, or a new addition thereto, is opened and connected to city utilities, its water bill shall be calculated by applying the rates only to such pads or mobile home sites as are actually occupied by mobile homes during each billing period; provided, however, for mobile home parks whose utility meter with the city was first activated less than three years preceding June 9, 1997, the effective date of Ordinance 2130, and for which billing on all pads or mobile home sites has occurred for less than two years preceding June 9, 1997, such mobile home parks shall be granted an additional 12 months from June 9, 1997, to pay only for such pads or mobile home sites which are actually occupied during each billing period; provided, further, that all fees, charges and rates paid by such mobile home parks to the city under prior provisions of this subsection and MMC [14.07.070\(4\)](#), as such subsections originally read or as subsequently amended, shall be nonrefundable notwithstanding the provisions of this subsection.

(5) Private Fire Protection Rates. Private fire protection rates for properties inside or outside of the corporate limits of the city shall be as follows:

Effective January 1, 2025:

- (a) Private hydrants, each: \$50.25 per year;
- (b) Wet standpipe systems: \$50.25 per year;
- (c) Dry standpipe systems: None;
- (d) Automatic sprinkler systems:
 - (i) Each owner of an automatic sprinkler system shall be charged a monthly rate based upon the size of the water service line that serves the system. The following are the bimonthly rates:

Size of Line	Bimonthly Charge
2-inch	\$57.37
3-inch	\$70.63
4-inch	\$86.77
6-inch	\$108.83
8-inch	\$142.71
10-inch	\$179.46
12-inch	\$207.29

Effective January 1, 2026:

Size of Line	Bimonthly Charge
2-inch	\$60.24
3-inch	\$74.16
4-inch	\$91.11
6-inch	\$114.27
8-inch	\$149.85

Size of Line	Bimonthly Charge
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10-inch	\$188.43
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12-inch	\$217.65
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(ii) As of January 1, 2010, automatic sprinkler systems without a separate meter and where the line is under two inches, will become part of the minimum water rate as a result of the rate restructuring.

(iii) As of January 1, 2023, residential lots constructed with automatic sprinkler systems shall be charged a bimonthly water rate equal to the rate for a 5/8" meter, regardless of the size of meter installed.

(6) Reduced Utility Charges in Special Cases. Upon application by a utility customer, the chief administrative officer or designee shall have the discretion to make reasonable and equitable reduction in utility accounts, on a case-by-case basis, in the following circumstances:

(a) If a private water line, valve, fixture, or other appurtenance is verified to be leaking as a result of accidental damage or natural deterioration of the same, and not as a result of abuse or willful neglect, the water bill for the subject property during the period of the leak may be reasonably and equitably reduced; provided, that a customer shall be required to pay the base rate plus at least 50 percent of the applicable overage rate for all water which was lost by reason of the leak. The sewer bill for the subject property during the period of the leak may also be reasonably and equitably reduced to an amount not less than the bill charged for the corresponding period the previous year.

(7) Calculation of Water Bill for School Facilities. The city rate for water as set forth in subsection (2) of this section shall apply to all school facilities, whether such facilities are within the city limits or not.

(8) Rate Relief. Low-income senior citizens and low-income disabled persons may be eligible for water and/or sewer rate relief pursuant to Chapter [3.63](#) MMC.

Exhibit I

14.07.070 Sewer rates.

(1) Definitions.

(a) The normal "billing period" shall be a two-month cycle and shall be that period falling between two consecutive water meter read dates. Charges for periods of less than two months shall be prorated; provided, however, the city may, at its discretion, elect to use a monthly billing period for selected accounts. If a monthly billing period is used, the rate shall be one-half that set forth in the bimonthly rate schedule.

(b) "City rates" are those which shall be charged to all properties connected to the sewer system which are located within the city limits of Marysville.

(c) "UGA rates" are those which shall be charged to all properties connected to the sewer system which are located outside of the city limits of Marysville but are within the urban growth area of the city of Marysville or that portion of the city of Arlington urban growth area which Marysville has agreed by interlocal agreement to provide service.

(d) "OUGA rates" are those which shall be charged to all properties connected to the sewer system which are located outside the Marysville city limits and outside the area where "UGA rates" apply.

(e) "Single-family residences" shall refer exclusively to detached single-family dwelling units.

(i) "Middle Housing" shall refer to housing defined in MMC 22A.020.140.

(f) "Multiple residential units" shall be defined as attached dwelling units which share a common water meter, including ~~duplexes, townhouses, apartments, and condominiums~~, and ~~shall be defined as including~~ mobile home parks.

(g) "Commercial/industrial" refers to all nonresidential land uses which are not specifically itemized or defined as being included within other classifications.

(h) "Satellite system rate" refers to that rate charged to the city by Lake Stevens Sewer District for the "overlap" area as described in the interlocal agreement between the parties dated April 22, 1999, plus an administrative overhead cost of 15 percent.

(2) Calculation of Commercial/Industrial Sewer Rates. Commercial/industrial sewer rates shall be based upon the quantity of water consumed or used on the premises during the billing period, as determined by the water meter reading and the strength of the discharge as measured by total suspended solids (TSS) and biochemical oxygen demand (BOD); provided, that a property owner may, at his own expense, arrange the plumbing on commercial premises so as to separate water which will be discharged into the sewer system from water which will not be so discharged, and a separate meter shall be installed to measure the amount of actual sewage discharged. In such a case the sewer rate shall be based only on the actual sewer use. The installation of such plumbing and meters must be inspected and approved by the city utility department.

Where a commercial property is connected to sewer service but not to water service, the city council shall determine the sewer rate to be charged on a case-by-case basis, using an estimated figure for water consumption.

(3) Sewer Rates. Bimonthly sewer rates are established as follows:

Effective January 1, 2025:

Classification	City Rate	Rural Rate	Outside UGA Rate
Single-family residential, <u>Middle Housing, or accessory dwelling unit</u>	\$101.90	\$152.87	\$203.83
Multiple residential units per unit	\$96.90	\$145.34	\$193.82
Hotels/motels per unit	\$71.38	\$107.08	\$142.76
Commercial minimum	\$101.90	\$152.87	\$203.83
Class 1 (31 to 100 mg/l) per 1,000 gallons	\$2.14	\$3.21	\$4.26
Class 2 (101 to 200 mg/l) per 1,000 gallons	\$2.94	\$4.41	\$5.88
Class 3 (201 to 300 mg/l) per 1,000 gallons	\$3.77	\$5.64	\$7.52
Class 4 (301 to 400 mg/l) per 1,000 gallons	\$4.57	\$6.85	\$9.14
Class 5 (401 to 500 mg/l) per 1,000 gallons	\$5.38	\$8.05	\$10.74
Class 6 (501 to 600 mg/l) per 1,000 gallons	\$7.81	\$11.72	\$15.60
Overnight camping	\$0.00	\$0.00	\$0.00
Individual connections per unit	\$71.38	\$107.08	\$142.76
Other connections each	\$96.90	\$145.34	\$193.81
Schools	\$0.00	\$0.00	\$0.00
Minimum	\$101.90	\$0.00	\$0.00
Per 1,000 gallons	\$5.80	\$0.00	\$0.00
Restaurants w/o grease trap surcharge	\$4.89	\$0.00	\$0.00

Effective January 1, 2026:

Classification	City Rate	Rural Rate	Outside UGA Rate
Single-family residential, <u>Middle Housing, and accessory dwelling unit</u>	\$107.00	\$160.51	\$214.02
Multiple residential units per unit	\$101.75	\$152.61	\$203.51
Hotels/motels per unit	\$74.95	\$112.43	\$149.90
Commercial minimum	\$107.00	\$160.51	\$214.02
Class 1 (31 to 100 mg/l) per 1,000 gallons	\$2.25	\$3.37	\$4.47

Classification	City Rate	Rural Rate	Outside UGA Rate
Class 2 (101 to 200 mg/l) per 1,000 gallons	\$3.09	\$4.63	\$6.17
Class 3 (201 to 300 mg/l) per 1,000 gallons	\$3.96	\$5.92	\$7.90
Class 4 (301 to 400 mg/l) per 1,000 gallons	\$4.80	\$7.19	\$9.60
Class 5 (401 to 500 mg/l) per 1,000 gallons	\$5.65	\$8.45	\$11.28
Class 6 (501 to 600 mg/l) per 1,000 gallons	\$8.20	\$12.31	\$16.38
Overnight camping	\$0.00	\$0.00	\$0.00
Individual connections per unit	\$74.95	\$112.43	\$149.90
Other connections each	\$101.75	\$152.61	\$203.50
Schools	\$0.00	\$0.00	\$0.00
Minimum	\$107.00	\$0.00	\$0.00
Per 1,000 gallons	\$6.09	\$0.00	\$0.00
Restaurants w/o grease trap surcharge	\$5.13	\$0.00	\$0.00

(4) Calculation of Sewer Rates for Mobile Home Parks. The total sewer bill for mobile home parks shall be calculated by applying the rate schedule above to the total number of pads or mobile home sites on the premises which are in a condition ready for occupancy, regardless of whether the same are occupied during the billing period; provided, that for the first 24 months after a mobile home park, or a new addition thereto, is opened and connected to city utilities, the sewer bill shall be calculated by applying the rates only to such pads or mobile home sites as are actually occupied by mobile homes during each billing period; provided, however, for mobile home parks whose utility meter with the city was first activated less than three years preceding June 9, 1997, the effective date of Ordinance 2130, and for which billing on all pads or mobile home sites has occurred for less than two years preceding June 9, 1997, such mobile home parks shall be granted an additional 12 months from June 9, 1997, to pay only for such pads or mobile home sites which are actually occupied during each billing period; provided further, that all fees, charges and rates paid by such mobile home parks to the city under prior provisions of this section and MMC [14.07.060](#), as such sections originally read or as subsequently amended, shall be nonrefundable notwithstanding the provisions of this subsection.

(5) Restaurants, for the purpose of sewer rates, shall be classified as Class 3 strength as described in subsection (3) of this section. Restaurants without approved grease traps, including those restaurants where a variance has been granted eliminating the necessity of a grease trap, shall be surcharged, effective January 1, 2022, \$4.47 per 1,000. Effective January 1, 2023, \$4.56 per 1,000. Effective January 1, 2024, \$4.65 per 1,000.

(6) Satellite System Rate. Notwithstanding any other rate established by this section, for that area defined as the satellite system area, the city shall charge the same rate as charged by Lake Stevens Sewer District plus an administrative fee of 15 percent. This rate shall be in effect for such properties until such time as the city's sewer collection system is constructed and sewer flows are diverted from the Lake Stevens Sewer District system to the city's sewer collection system.

(7) Calculation for Sewer Rates for Schools. Schools' sewer rates shall be based upon the quantity of water consumed or used on the premises during the billing period, as determined by the water meter reading; provided, if the water service is supplied to a school by other than the City of Marysville water system, the school district shall notify the City billing department of the total consumption as billed by other such water purveyor. The city rate for sewer as set forth in subsection (3) of this section shall apply to all school facilities, whether such facilities are within the city limits or not and whether public or privately operated.

(8) Rate Relief. Low-income senior citizens and low-income disabled persons may be eligible for water and/or sewer rate relief pursuant to Chapter [3.63](#) MMC.

Exhibit J

14.15.020 Definitions.

For the purpose of this chapter and other provisions in this title related to storm water, certain terms, phrases, words and their derivatives shall be defined and construed as specified in the Stormwater Manual and in this title. Words used in the singular include the plural, and the plural the singular. The words "shall," "will" and "must" are mandatory; the words "should" and "may" are permissive. When any definition in this title conflicts with definitions in the Stormwater Manual or any other ordinance of the city, that which provides more environmental protection shall apply unless specifically provided otherwise in this title.

"Applicant" means any person who has applied for a development permit or approval.

"City planner" also means community development director or his/her designee.

"Department" means the public works or community development department of the city of Marysville, as appropriate for capital or private development projects.

"Developer" means the person(s) applying for permits or approvals, whether an individual(s) or corporation(s) or governmental agency(ies).

"Director of public works" or "director" means the director of the public works department or his/her designee.

"Discharge storm water directly or indirectly to the Marysville small municipal separate storm sewer system (MS4)" means that:

- (a) The drainage system installed is in right-of-way or an area that will become right-of-way after construction and final site approval;
- (b) The drainage system installed will become publicly owned after construction and final site approval;
- (c) The drainage system installed is intended to overflow to a portion of the existing MS4 or public right-of-way; or
- (d) The drainage system installed is intended to outfall into a portion of the existing MS4 or public right-of-way.

"Drainage system" or "storm drainage system" or "storm water system" means the same as the Stormwater Manual definition for "storm water drainage system."

"Engineer" means the city engineer or development services manager, as designated for enforcement of capital or private development activities, of Marysville.

"Existing grade" means the grade prior to grading.

"Finish grade" means the final grade of the site, which conforms to the approved plan.

"Grading" or "grading activity" means any excavating, filling, grubbing or grading or combination thereof.

“Municipal separate storm sewer system (MS4)” means a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains):

- (a) Owned or operated by a state, city, town, borough, county, parish, district, association, or other public body (created by or pursuant to state law) having jurisdiction over disposal of wastes, storm water, or other wastes, including special districts under state law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under Section 208 of the CWA that discharges to waters of the United States;
- (b) Designed or used for collecting or conveying storm water;
- (c) Which is not a combined sewer;
- (d) Which is not part of a publicly owned treatment works (POTW) as defined in the Code of Federal Regulations at [40 CFR 122.2](#); and
- (e) Which is defined as “large” or “medium” or “small” or otherwise designated by Ecology pursuant to [40 CFR 122.26](#).

“Parcel” means a tract or plot of land of any size, which may or may not be subdivided or improved.

“Planned residential developments” ~~refers to~~ means a residential developments which is are planned and/or developed in several stages but submitted together for approvals, and which typically consist of clusters of structures interspersed with areas of common open spaces (refer to designed and developed in accordance with Chapter 22G.080 MMC).

“Private drainage system” or “private storm water disposal systems” means drainage systems located on private property that may or may not discharge directly as through pipes, channels, etc., or indirectly as sheet flow, subsurface flow, etc., into the city’s drainage system.

“Public storm drainage system” means that portion of the drainage system of the city located on public right-of-way, easements or other property owned by the city. Public storm drainage system does not include low impact development BMPs such as bioswales, infiltration ponds, pervious pavement, and other associated low impact development infrastructure located within easements held by the city of Marysville for inspection purposes only.

“Small municipal separate storm sewer system” or “small MS4” means an MS4 that is not defined as “large” or “medium” pursuant to [40 CFR 122.26\(b\)\(4\)](#) and (7) or designated under [40 CFR 122.26\(a\)\(1\)\(v\)](#).

Exhibit K

14.18.080 Payment of drainage assessments.

Drainage basin assessments in the amount specified in this chapter shall be paid by a property owner upon the first of the following events to occur:

- (1) As a condition of final approval of a subdivision;
- (2) As a condition of final approval of a short subdivision;
- (3) As a condition of final approval of a binding site plan for any mobile home park, condominium, planned ~~unit~~ residential development, industrial park or shopping center;
- (4) As a condition of final approval of a unit lot subdivision;
- ~~(4)~~ (5) As a condition of any building, grading, paving or other development approval which impacts drainage runoff.

If, after paying an assessment, a parcel of property is rezoned, replatted or otherwise more intensively developed, the assessment shall be recalculated, giving the owner credit for assessments previously paid.

Exhibit L

14.19.030 Definitions.

The following words, when used herein, shall have the following meanings unless the context clearly indicates otherwise:

(1) "City and county right-of-way" means any strip or parcel of land dedicated to the city or county for public uses including street, mass transit, bicycle and pedestrian uses as well as emergency access, utility, drainage, vegetation management, view corridor or other necessary public uses on a portion of which a street is built.

(2) "Director" means the director the Marysville department of public works or his or her designee.

(3) "Equivalent residential unit (ERU)" shall mean a unit of measurement in the amount of 3,200 square feet of impervious area on a parcel, which is estimated to contribute an amount of runoff to the city's storm water drainage system, which is approximately equal to the runoff created by an average single-family residential unit, and which is used to calculate the surface water utility fee established in this chapter.

(4) "Impervious surface" means a hard surface area that prevents or retards the entry of water into the soil mantle as under natural conditions prior to development and as a result causes water to run off the surface in greater quantities or at an increased rate of flow from the flow present under natural conditions prior to development. Common impervious surfaces include, but are not limited to, rooftops, walkways, patios, driveways, parking lots or storage areas, concrete or asphalt paving, gravel roads, packed earthen materials and oiled, macadam or other surfaces which similarly impede the natural infiltration of storm water. Open, uncovered surface water management facilities shall not be considered as impervious surfaces.

(5) "Low impact development" means a surface water management strategy that emphasizes conservation and the use of existing natural site features integrated with distributed small-scale surface water controls to more closely mimic natural hydrologic patterns in residential, commercial and industrial settings.

(6) "~~Nonresidential~~All other property types" means all parcels which are not included within the residential category, including, but not limited to, commercial, multifamily, condominiums and Middle Housing as defined in MMC 22A.020.140~~duplexes~~.

(7) "Parcel" means any area of land within the city of Marysville that is deemed a distinct property as identified by the Snohomish County assessor's office, whether or not the parcel is considered taxable.

(8) "Rainwater harvesting system" means a system for storing, collecting, and reusing rainwater from a rooftop, installed at a commercial-use building, that has been designed and constructed in accordance with the Washington State Building Code Council's Permissive Rainwater Harvesting System Guidelines for Nonresidential Occupancies (2002 or as amended), has a storage volume of at least 10 percent of the mean annual runoff volume generated from the contributing roof area, and for which design and construction has been approved by the director.

(9) "Single family Residential" means a single-family residential parcel which has been developed and constructed to contain one dwelling unit and continues to be used solely for ~~each~~ such purpose.

(10) "State highway right-of-way" means the right-of-way of a state limited-access highway inside or outside a city or town.

(11) "Surface water management facility" means any facility, improvement, development, property or interest therein, made, constructed or acquired for the purpose of controlling or protecting life or property from storm, waste, flood or surplus waters, or for the purpose of protecting water quality. Such facilities shall include, but not be limited to, the improvements and authority described in Chapter [35.92](#) RCW.

(12) "Surface water management services" means the services provided by the department of public works to plan, design, establish, acquire, develop, construct, maintain and improve surface water management facilities within city limits for the benefit of the residents.

(13) "Surface water utility rate" means the dollar amount charged per parcel, as set forth in this chapter, based upon the amount of impervious surface coverage for the accommodation of storm and surface water runoff and other surface water management services.

**Exhibit M
(for reference only)**

14.19.050 Surface water utility rates.

Surface water utility rates shall be based on a commonly accepted rate unit for surface water utilities, the equivalent residential unit (ERU). The ERU is used to relate a base rate fee charged to a single-family residential parcel to that which is charged to a nonresidential parcel. The ERU is determined by using the current best available method, which may include analyzing digital photographs, utilizing satellite imagery, performing field checks for verification purposes of a representative sample of single-family residences within the city limits and/or utilizing civil design and construction plans or record drawings. Using this methodology, the director shall determine the amount of impervious area on each nonresidential parcel. The city's standard ERU amount is 3,200 square feet of impervious surface area. The specific ERU calculation for each parcel will be rounded to the nearest one hundredth, will be established for each such parcel as the impervious surface information becomes available for such parcel, and will be calculated in accordance with the following table:

Effective January 1, 2025:

Customer Class	Rate Calculation 1 ERU = 3,200 sq. ft. of impervious surface	2025 Bi-monthly Rate
Single-Family Residential	1 ERU	\$27.70
All Other Property Types	Total Impervious Surface/3,200 = Billable ERUs	\$27.70 per ERU

Effective January 1, 2026:

Customer Class	Rate Calculation 1 ERU = 3,200 sq. ft. of impervious surface	2026 Bi-monthly Rate
Single-Family Residential	1 ERU	\$29.08
All Other Property Types	Total Impervious Surface/3,200 = Billable ERUs	\$29.08 per ERU

Exhibit N

14.32.050 Administrative procedure.

(1) Applications for Utility Connections. Owners of property within the USA but outside the city limits who desire to connect to city utilities may file an application for the same with the city engineer, or his designee, on forms provided by the city. All such applications shall be accompanied by the application fee required in MMC [14.07.005](#) and payment in full of all assessments required by the city code and, where applicable, by a fully executed annexation petition. No letter of utility availability shall be issued until such time as the subject property has been annexed to the city. If annexation does not occur, all application fees and assessments shall be refunded.

The city engineer, or his designee, shall determine whether applications are complete, and may require the submittal of additional documentation, including an environmental/economic impact statement, if necessary. The decision of the city engineer, or his designee, concerning the recommendation to grant or deny utility connection following annexation or to grant or deny a letter of water or sewer availability shall be in writing and shall be mailed to the applicant at the address stated on the application form.

(2) Application Granted – Duration. Following annexation, if the connection is granted, the applicant shall have a period of 12 months to comply with all city utility codes and requirements and complete the utility connections to the property. If the same are not so completed, the applicant's right to a connection shall become void. If an availability letter relates to lots within a proposed formal plat, short plat, ~~or~~ binding site plan, and unit lot subdivision, the applicant shall have a period of two years to comply with all city codes and requirements and complete the utility connections to the property. If the same are not so completed, the applicant's utility application shall become void.

(3) Application Denied – Appeal. Following annexation, if the connection is denied, or the application letter rejected, or if an applicant is aggrieved by conditions imposed by the city engineer, an appeal may be filed within 14 days of the date of the city engineer's decision. Such appeal shall be filed with the city engineer and shall be processed in accordance with the procedures for administrative appeals outlined in MMC [22G.010.530](#). Appeals must be accompanied by the fee required in MMC [14.07.005](#).

(4) Variances. The city land use hearing examiner shall have authority to grant variances from any and all provisions of this chapter, and from the adopted USA plan. Applications for such variances shall be filed, in writing, with the city engineer, together with a filing fee of \$200.00. The applicant shall be given 10 days' notice of the date on which the hearing examiner shall consider the variance. The hearing examiner is authorized to issue such variances only if it is found that a literal enforcement of this chapter would cause practical difficulties or unnecessary hardships. No such variance shall be authorized unless the examiner finds that all of the following facts and conditions exist:

- (a) That there are exceptional or extraordinary circumstances such as a bona fide public health emergency or conditions applying to the subject property or as to the intended use thereof that do not apply generally to other properties in the same vicinity;
- (b) That such variance is necessary for the preservation and enjoyment of a substantial property right of the applicant possessed by the owners of other properties in the same vicinity;
- (c) That the authorization of such variance will not be materially detrimental to the public interest, welfare or the environment;
- (d) That the granting of such variance will not be inconsistent with the long-range plans of the city utility system;

(e) That the granting of such variance is consistent with the Growth Management Act, Chapter [36.70A](#) RCW;

(f) For purposes of this chapter the term “bona fide public health emergency” shall mean that service is necessary and that all of the following are present:

(i) The impact on public health potentially impacts the general public rather than solely the property owner making application;

(ii) The hardship is not the result of the applicant’s own action;

(iii) The hardship is not merely financial or pecuniary;

(iv) The city’s NPDES permit will not be affected by the extension (if applicable);

(v) The extension is consistent with the goals of the city’s water and sewer comprehensive plans and all other applicable law, including, but not limited to, the Public Water System Coordination Act (Chapter [70.116](#) RCW), the Growth Management Act, and the State Environmental Policy Act;

(vi) The city has adequate capacity and adequate infrastructure available to provide the required service, or the applicant voluntarily agrees to provide the necessary infrastructure upgrades to allow service consistent with city standards.

In authorizing a variance, the hearing examiner may attach thereto such conditions as deemed necessary to carry out the spirit and purposes of this chapter and to protect the long-range plans of the city utility system and the public interest. Each variance shall be considered on a case-by-case basis and shall not be construed as setting precedent for any subsequent application. A variance shall become void if the utility connection allowed has not been completed in accordance with the time schedule provided in subsection (2) of this section. The decision of the hearing examiner on a variance shall be final, and no similar application for the same property may be filed for a period of six months thereafter. Any party aggrieved by the decision of the hearing examiner on a variance shall have a right to file a petition under the Land Use Petition Act in the Snohomish County superior court; provided, that the application must be filed and served within the timeframes prescribed by Chapter [36.70C](#) RCW.

(5) Extended Time for Connections. In the event that a utility connection approved pursuant to subsection (2) or (4) of this section cannot be completed within the time period specified therein, the applicant may be granted one or more extensions by the city engineer; provided, that an extension must be requested while connection rights are still valid, and shall only be granted for good cause shown and for the minimum period necessary to complete the connection; provided further, that the city engineer may impose a condition on any extension so as to require the applicant to immediately pay all capital improvement charges reasonably projected for the subject property (which payment shall be nonrefundable), and so as to require the applicant to immediately commence paying minimum service charges reasonably projected for the subject property (which payments shall be nonrefundable). Extensions provided for herein are privileges and not rights, and shall be granted or denied in the discretion of the city engineer. The decision of the city engineer shall be final.

Exhibit O

22A.010.090 Administration and review authority.

(1) Roles and Responsibilities.

(a) The regulation of land development is a cooperative activity including many different elected and appointed boards and city staff. The specific responsibilities of these bodies are set forth in subsections (2) through (7) of this section.

(b) An applicant is expected to read and understand the city development code and be prepared to fulfill the obligations placed on the applicant by MMC Title 22.

(2) Community Development Director. The director or designee shall review and act on the following:

(a) Authority. The director is responsible for the administration of MMC Title 22;

(b) Administrative Interpretation. Upon request or as determined necessary, the director shall interpret the meaning or application of the provisions of said titles and issue a written administrative interpretation within 30 days of said request. Requests for interpretation shall be written and shall concisely identify the issue and desired interpretation;

(c) Administrative Approvals. Administrative approvals set forth in MMC ~~22G.010.140~~, 22G.010.150 and 22G.010.160;

~~(d) Short plats;~~

~~(e) Shoreline permits for substantial development;~~

~~(f)~~(d) SEPA (State Environmental Policy Act) determinations;

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

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

~~(i) Master plan for properties under ownership or contract of applicant(s);~~

~~(j)~~(e) Temporary use permits, unless a public hearing is required as set forth in Chapter 22G.010 MMC, Article V, Code Compliance and Director Review Procedures, in which case this authority shall be exercised by the hearing examiner;

~~(k)~~(f) Conditional use permits, unless a public hearing is required as set forth in Chapter 22G.010 MMC, Article V, Code Compliance and Director Review Procedures, in which case this authority shall be exercised by the hearing examiner;

~~(l)~~(g) The community development director is hereby authorized after the date of the adoption of the ordinance codified in this title to incorporate drawings as necessary for the purpose of illustrating concepts and regulatory standards contained in this title; provided, that the adopted provisions of the code shall control.

(3) City Council. In addition to its legislative responsibility, the city council shall review and act on the following subjects:

- (a) Approval of final plats;
- (b) Approval of the comprehensive plan and comprehensive plan amendments;
- (c) Approval of area-wide rezones, and confirmation by ordinance of site-specific rezones approved by the hearing examiner.

(4) Planning Commission. The planning commission shall review and make recommendations on the following applications and subjects:

- (a) Amendments to the comprehensive plan.
- (b) Amendments to MMC Title 22C, Land Use Standards.
- (c) Amendments to MMC Title 22D, City-Wide Standards.
- (d) Amendments to MMC Title 22E, Environmental Standards.
- (e) Amendments to Chapter 22G.040 MMC, Security for Performance and Maintenance.
- (f) Amendments to Chapter 22G.070 MMC, Siting Process for Essential Public Facilities.
- (g) Amendments to Chapter 22G.080 MMC, Planned Residential Developments.
- (h) Amendments to Chapter 22G.090 MMC, Subdivisions and Short Subdivisions.
- (i) Amendments to Chapter 22G.100 MMC, Binding Site Plan.
- (j) Amendments to Chapter 22G.110 MMC, Boundary Line Adjustments.
- (k) Master plan, initiated by the city or other governmental agency, for a neighborhood or assembly of parcels under private ownership or contract.
- (l) Recommendations to the hearing examiner on master plans initiated by private property owners, which includes outside ownership or contract of the applicants.
- (m) Other actions requested or remanded by the city council.

(5) Hearing Examiner. The hearing examiner shall review and act on the following applications and subjects:

- (a) Applications for preliminary subdivisions;
- (b) Appeals of administrative decisions on preliminary short plats and unit lot subdivisions;
- (c) Site-specific rezones (with final approval by ordinance of the city council);
- (d) Binding site plan approvals subject to public hearing review;

- (e) Conditional use permits subject to public hearing review;
- (f) Nonadministrative variances to MMC Title [22](#);
- (g) Appeals of administrative decisions and interpretations relating to MMC Titles [4](#), [12](#) and [22](#);
- (h) Appeals of SEPA determinations;
- (i) Master plan, initiated by private property owners, including land outside ownership or contract of applicant(s);
- (j) Such other matters as are delegated by ordinance of the city council.

(6) Building Official. The building official shall have the authority to grant, condition or deny the following permits in accordance with the procedures set forth in Chapter [22G.010](#) MMC, Article V, Code Compliance and Director Review Procedures:

- (a) Commercial building permits.
- (b) Residential building permits.
- (c) Clearing and grading permits.

(7) Hearing Examiner. The hearing examiner shall review and act on the following subjects:

- (a) Appeals of decisions of the building official on the interpretation or application of the building or fire code;
- (b) Disapproval of a permit for failure to meet the International Building or Fire Code.

Exhibit P

22A.020.020 "A" definitions.

"Administrative design review" means a development permit process whereby an application is reviewed, approved, or denied by the community development director, or designee, based solely on objective design and development standards without a public pre-decision hearing, unless such review is otherwise required by state or federal law, or the structure is a designated landmark or historic district established under a local preservation ordinance. A city may utilize public meetings, hearings, or voluntary review boards to consider, recommend, or approve requests for variances from locally established design review standards.

Exhibit Q

22A.020.020 “A” definitions.

“All lots zoned predominantly for residential use” means all zoning districts in which residential dwellings are the predominant use. This excludes lands zoned primarily for commercial, industrial, and/or public uses, even if those zones allow for the development of detached single-family residences. This also excludes lands zoned primarily for mixed uses, even if those zones allow for the development of detached single-family residences, if the zones permit by-right multifamily use and a variety of commercial uses, including but not limited to retail, services, eating and drinking establishments, entertainment, recreation, and office uses.

Exhibit R

22A.020.040 "C" definitions.

"Cottage housing developments" means small, single family residential units on a property with a common open space area that is either: (a) owned in common; or (b) has units owned as a condominium units or fee simple units with property owned in common and a minimum of percent of the property as open space. ~~a grouping of small, single family dwelling units, clustered around a common area and developed with a coherent plan for the site in~~ Cottage housing must be developed in accordance with MMC [22C.010.280](#), Cottage housing developments.

Exhibit S

22A.020.040 "C" definitions.

"Courtyard apartments" means attached dwelling units arranged on two or three sides of a yard or court."

Exhibit T

22A.020.050 “D” definitions.

“Development” means any proposed land use, zoning, or rezoning, comprehensive plan amendment, annexation, subdivision, short subdivision, unit lot subdivision, planned residential development, binding site plan, conditional use permit, or any other property development action permitted or regulated by the Marysville Municipal Code.

Exhibit U

22A.020.050 "D" definitions.

"Development regulations" or "regulation" means the controls placed on development or land use activities by the city, including, but not limited to, ordinances relating to zoning, critical areas, shoreline master programs, official controls, planned residential developments, subdivisions, short subdivisions, unit lot subdivisions, and binding site plans together with any amendments thereto. A development regulation does not include a decision to approve a project permit application, as defined in RCW 36.70B.020, even though the decision may be expressed in a resolution or ordinance of the legislative body of the county or city.

Exhibit V

22A.020.050 “D” definitions.

“Development standards” means controls placed by the city on building or site design and development including, but not limited to, parking, landscaping, density, building and impervious coverage, and other dimensional requirements.

Exhibit W

22A.020.050 "D" definitions.

"Duplex" means a building that contains two primary dwelling units. The units must share a common wall with the adjacent unit that extends from foundation to roof, or a common floor/ceiling. For side-by-side duplexes, the common wall between the units must be integral to the architecture of the building, not a nominal attachment such as a small storage area.

Exhibit X

22A.020.090 "H" definitions.

~~"Housing, missing middle" means townhomes, duplexes, cottage housing, and small apartments that are compatible in scale and form to detached single family homes.~~

Exhibit Y

22A.020.130 "L" definitions.

"Lot, parent" means a lot which is subdivided into unit lots through the Unit Lot Subdivision process.

Exhibit Z

22A.020.130 "L" definitions.

"Lot, unit" means a lot created through a parent lot and approved through the Unit Lot Subdivision process.

Exhibit AA

22A.020.140 "M" definitions.

"Major transit stop" means:

- (1) A stop on a high capacity transportation system funded or expanded under the provisions of Chapter [81.104](#) RCW;
- (2) Commuter rail stops;
- (3) Stops on rail or fixed guideway systems~~bus rapid transit routes or routes that run on high occupancy vehicle lanes~~; or
- (4) Stops ~~for a~~ on rapid transit routes, including those stops that are under construction ~~bus or other transit mode providing fixed route service at intervals of at least 15 minutes during the peak hours of operation.~~

Exhibit BB

22A.020.140 "M" definitions.

"Middle housing" means buildings that are compatible in scale, form, and character with single-family houses and contain two to four attached, stacked, or clustered homes including duplexes, triplexes, fourplexes, townhouses, courtyard apartments, and cottage housing on a parent lot. Middle Housing is limited to four (4) units on a parent lot and subject to the following provisions:

- (1) Single family detached is not considered Middle Housing.
- (2) Stacked flats are not an allowed Middle Housing type.
- (3) All duplexes in residential zones are Middle Housing.
- (4) Structures containing three (3) or four (4) dwelling units shall only be considered Middle Housing when the structure is either located within:
 - (a) ¼ mile of a major transit stop, or
 - (b) when one dedicated affordable housing dwelling unit meeting the provisions in MMC 22C.010.400 is provided.

Exhibit CC

22A.020.140 “M” definitions.

“Multifamily dwelling unit” means a building containing three or more dwelling units, or units when above a ground floor commercial use. The term includes triplexes, fourplexes, apartments, condominiums and the like. It does not include Middle Housing, townhouses, boarding houses, motels or hotels.

Exhibit DD

22A.020.200 “S” definitions.

“Single-family zones” means those zones where single-family detached residences are the predominant land use.

Exhibit EE

22A.020.200 "S" definitions.

"Stacked flat" means dwelling units in a residential building of no more than three stories on a residential zoned lot in which each floor may be separately rented or owned.

Exhibit FF

MMC 22A.020.210 “T” definitions.

“Tier 1 city” means a city with a population of at least 75,000 based on 2020 Office of Financial Management population estimates.

Exhibit GG

MMC 22A.020.210 “T” definitions.

“Tier 2 city” means a city with a population of at least 25,000 but less than 75,000 based on 2020 Office of Financial Management population estimates.

Exhibit HH

MMC 22A.020.210 "T" definitions.

"Townhouse" means a single-family dwelling unit constructed in a row of at least three such units in which each unit: has a shared common wall with the adjacent unit that extends from foundation to roof; is separated from any other unit by one or more vertical common fire-resistant walls; has its own front and rear access to the outside; and has no unit located over another unit. Townhouses containing three (3) or four (4) dwelling units shall only be considered Middle Housing when said structure is either located within (a) ¼ mile of a major transit stop, or (b) when one dedicated affordable housing dwelling unit meeting the provisions in MMC 22C.010.400 is provided.

Exhibit II

22A.020.220 “U” definitions.

“Unit density” means the number of dwelling units allowed of a lot, regardless of lot size. This definition applies to Middle Housing.

Exhibit JJ

22A.020.220 “U” definitions.

“Unit Lot Subdivision” means the division of a parent lot into two or more unit lots within a development and approved through the Unit Lot Subdivision process.

Exhibit KK

22A.030.020 Zones and map designations established.

~~In order to~~ 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 <u>lots per acre or dwelling units per acre</u>)
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 LL

22A.030.050 Residential zones.

(1) The purpose of the residential zones (R) is to implement comprehensive plan goals and policies for housing quality, diversity and affordability, and to efficiently use residential land, public services and energy. These purposes are accomplished by:

- (a) Providing, in the R-4.5, R-6.5, ~~and R-8~~, and WR-R-4-8 zones, for a mix of predominantly single detached dwelling units, Middle Housing, townhomes, and other development types, with a variety of densities and sizes in locations appropriate for urban densities;
- (b) Providing, in the R-12, R-18, ~~and R-28~~, and WR-R-6-18 zones, for a mix of predominantly apartment and townhomes ~~dwelling units~~, Middle Housing, and other development types, with a variety of densities and sizes in locations appropriate for urban densities;
- (c) Providing and preserving high density, affordable detached single-family and senior housing in the R-MHP zone. This zone is assigned to existing mobile home parks within residential zones which contain rental pads, as opposed to fee simple owned lots, and as such are more susceptible to future development;
- (d) Allowing only those accessory and complementary nonresidential uses that are compatible with residential communities; and
- (e) Establishing density designations to facilitate advanced area-wide planning for public facilities and services, and to protect environmentally sensitive sites from overdevelopment.

(2) Use of ~~this~~ these zones is appropriate in residential areas designated by the comprehensive plan as follows:

- (a) Urban lands that are served at the time of development by adequate public sewers, water supply, roads and other needed public facilities and services; and
- (b) The corresponding comprehensive plan designations are as follows:

R-4.5	=	Medium density single-family;
R-6.5	=	High density single-family;
R-8	=	High density single-family, small lot;
<u>WR-R-4-8</u>	=	<u>Whiskey Ridge, high density, single-family</u>
R-12	=	Low density multiple-family;
R-18	=	Medium density multiple-family;
R-28	=	High density multiple-family.
<u>WR-R-6-18</u>	=	<u>Whiskey Ridge, Medium Density Multiple Family</u>

Exhibit MM

22C.010.030 Characteristics of residential zones.

(1) Medium Density Single-Family (R-4.5). The R-4.5 zone is a medium-density single-family residential zone. It allows single-family residences, Middle Housing, and townhomes. ~~The base at a density is of 4.5 dwelling units or lots per acre. Duplexes are permitted as a conditional use with a maximum density of six dwelling units per acre.~~ The major type of new development will be detached single-family residences, with Middle Housing and townhomes also permitted. ~~The R-4.5 zone is applied to areas that are designated medium density single family on the land use plan map of the comprehensive plan.~~

(2) High Density Single-Family (R-6.5). The R-6.5 zone is a high-density single-family residential zone. It allows single-family residences, Middle Housing, and townhomes. ~~The base at a density of 6.5 dwelling units or lots per acre. Duplexes are permitted outright on 7,200 square foot lots with a maximum density of eight dwelling units per acre.~~ The major type of new development will be detached single-family residences, with Middle Housing and townhomes also permitted. ~~The R-6.5 zone is applied to areas that are designated high density single family on the land use plan map of the comprehensive plan.~~

(3) High Density Single-Family, Small Lot (R-8). The R-8 zone is a high-density single-family, small lot residential zone. It allows single-family residences, Middle Housing, and townhomes. ~~The base at a density of eight dwelling units or lots per acre. Duplexes are permitted outright on 7,200 square foot lots with a maximum density of eight dwelling units per acre.~~ The major type of new development will be detached single-family residences, with Middle Housing and townhomes also permitted. ~~The R-8 zone is applied to areas that are designated high density single family small lot on the land use plan map of the comprehensive plan.~~

(4) Whiskey Ridge, High Density Single-Family (WR-R-4-8). The WR-R-4-8 zone is a high-density single-family residential zone. It allows single-family residences, Middle Housing, and townhomes. ~~at a The density range is of 4.5 to 8 dwelling units or lots per acre. Duplexes are permitted outright on 7,200 square foot lots with a maximum density of eight dwelling units per acre.~~ The major type of new development will be detached single-family residences, with Middle Housing and townhomes also permitted. ~~The WR-R-4-8 zone is applied to areas that are designated Whiskey Ridge, high density single family on the land use plan map of the comprehensive plan.~~

(5) Low Density Multiple-Family (R-12). The R-12 zone is a low density multiple-family residential zone. The major types of new housing development will be ~~attached and detached single-family residential,~~ duplexes, Middle Housing, townhouses, apartments and condominiums. The density is 12 units per acre; the maximum is limited to 18 units per acre.

(6) Medium Density Multiple-Family (R-18). The R-18 zone is a medium density multiple-family residential zone. The major types of new housing development will be ~~attached and detached single-family residential,~~ duplexes, Middle Housing, townhouses, apartments and condominiums. The density is 18 units per acre; the maximum is limited to 27 units per acre.

(7) High Density Multiple-Family (R-28). The R-28 zone is a high density multiple-family residential zone. The major types of new housing development will be ~~attached and detached single-family residential,~~ duplexes, Middle Housing, townhouses, apartments and condominiums. The density is 28 units per acre; the maximum is limited to 36 units per acre.

(8) Whiskey Ridge, Medium Density Multiple-Family (WR-R-6-18). The WR-R-6-18 zone is a medium density multiple-family residential zone. The major types of new housing development will be attached and detached single-family residential, duplexes, Middle Housing, apartments and condominiums. The density is six units per acre for detached single-family and 10 units per acre for attached multiple-family; the maximum is limited to 18 units per acre.

(9) Residential Mobile Home Park (R-MHP). The R-MHP zone preserves high density, affordable detached single-family and senior housing. This zone is assigned to existing mobile home parks within residential zones which contain rental pads, as opposed to fee simple owned lots, and as such are more susceptible to future development.

Exhibit NN

22C.010.060 Permitted uses.

Specific Land Use	R-4.5	R-6.5	R-8	WR R-4-8	R-12	R-18	R-28	WR R-6-18	R-MHP
Residential Land Uses									
Dwelling Units, Types:									
Single detached (14)	P11	P11	P11	P11	P11	P11	P11	P11	P43
Model home	P30	P30	P30	P30	P30	P30	P30	P30	P30
Cottage housing (14)	P €6	P €6	P €6	P €6	P €6	P €6	P €6	P €6	
Duplex (14)	P 8	P 8	P 8	P 8	P	P	P	P	
Townhouse	P 38	P 38	P 38	P 38	P	P	P	P	
Middle Housing (3)	P	P	P	P	P	P	P	P	
Multiple-family					P	P	P	P	
Mobile home	P12	P12	P12	P12	P12	P12	P12	P12	P12
Mobile/manufactured home park	P C	P C	P C		€	P	P		P45
Senior citizen assisted	C2	C2	C2	C2	P €2	P €2	P €2	P €2	C2
Factory-built	P7	P7	P7	P7	P7	P7	P7	P7	P7, 43
Recreational vehicle (44)	P	P	P	P	P	P	P	P	P
Tiny house or tiny house with wheels (51)	P	P	P	P	P	P	P	P	P
Group Residences:									
Adult family home	P	P	P	P	P	P	P	P	P
Convalescent, nursing, retirement	C2	C2	C2	C2	P €2	P €2	P €2	P €2	
Residential care facility	P	P	P	P	P	P	P	P	
Master planned senior community (15)	C	C	C	C	P €	P €	P €	P €	C
Transitional housing facilities (53)	P	P	P	P	P	P	P	P	P
Permanent supportive housing (53)	P	P	P	P	P	P	P	P	P
Emergency housing (54)									
Emergency shelters – Indoor (54)									
Accessory Uses:									
Residential accessory uses (1), (9), (10), (14), (49), (50)	P	P	P	P	P	P	P	P	P
Home occupation (5)	P	P	P	P	P13	P13	P13	P13	P
Temporary Lodging:									
Hotel/motel									
Bed and breakfast guesthouse (4)		C	C	C	P	P	P	P	

Specific Land Use	R-4.5	R-6.5	R-8	WR R-4-8	R-12	R-18	R-28	WR R-6-18	R-MHP
Bed and breakfast inn (4)					P	P	P	P	
Enhanced services facility (52)									
Recreation/Cultural Land Uses									
Park/Recreation:									
Park	P16	P16	P16	P16	P16	P16	P16	P16	P16
Community center	C	C	C	C	C	C	C	C	C
Amusement/Entertainment:									
Sports club					C	C	C	C	
Golf facility (17)	C	C	C	C	P	P	P	P	
Cultural:									
Library, museum and art gallery	C	C	C	C	C	C	C	C	C
Church, synagogue and temple	C	C	C	C	P	P	P	P	C
General Services Land Uses									
Personal Services:									
Funeral home/crematory	C18	C18	C18	C18	C18	C18	C18	C18	C18
Cemetery, columbarium or mausoleum	P24 C19	P24 C19	P24 C19	P24 C19	P24 C19	P24 C19	P24 C19	P24 C19	P24 C19
Day care I	P20	P20	P20	P20	P20	P20	P20	P20	P20
Day care II	C25	C25	C25	C25	C	C	C	C	C25
Stable	C	C	C	C					
Kennel or cattery, hobby	C	C	C	C	C	C	C	C	
Electric vehicle (EV) charging station (38), (39)	P	P	P	P	P	P	P	P	
EV rapid charging station (40), (41), (42)					P	P	P	P	
Health Services:									
Medical/dental clinic					C	C	C	C	
Supervised drug consumption facility									
Education Services:									
Elementary, middle/junior high, and senior high (including public, private and parochial)	C	C	C	C	C	C	C	C	C
Commercial school	C21	C21	C21	C21	C21	C21	C21	C21	
School district support facility	C23	C23	C23	C23	C23	C23	C23	C23	
Interim recycling facility	P22	P22	P22	P22	P22	P22	P22	P22	
Vocational school									
Government/Business Service Land Uses									
Government Services:									

Specific Land Use	R-4.5	R-6.5	R-8	WR R-4-8	R-12	R-18	R-28	WR R-6-18	R-MHP
Public safety facilities, including police and fire	C26	C26	C26	C26	C26	C26	C26	C26	C26
Utility facility	P	P	P	P	P	P	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:									
Self-service storage (31)					C27	C27	C27	C27	
Professional office					C	C	C	C	
Automotive parking	P29	P29	P29	P29	P29	P29	P29	P29	
Model house sales office	P47	P47	P47	P47					
Wireless communication facility (28)	P C	P C	P C	P C	P C	P C	P C	P C	P C
State-Licensed Marijuana Facilities:									
Marijuana cooperative (48)									
Marijuana processing facility – Indoor only (48)									
Marijuana production facility – Indoor only (48)									
Marijuana retail facility (48)									
Retail/Wholesale Land Uses									
Forest products sales	P32	P32	P32	P32					
Agricultural crop sales	P32	P32	P32	P32					
Resource Land Uses									
Agriculture:									
Growing and harvesting crops	P34	P34	P34	P34					
Raising livestock and small animals	P35	P35	P35	P35					
Forestry:									
Growing and harvesting forest products	P34	P34	P34	P34					
Fish and Wildlife Management:									
Hatchery/fish preserve (33)	C	C	C	C					
Aquaculture (33)	C	C	C	C					
Regional Land Uses									
Regional storm water management facility	C	C	C	C	C	C	C	C	C
Nonhydroelectric generation facility	C	C	C	C	C	C	C	C	C
Transit park and pool lot	P	P	P	P	P	P	P	P	
Transit park and ride lot	C	C	C	C	C	C	C	C	
School bus base	C36	C36	C36	C36	C36	C36	C36	C36	

Specific Land Use	R-4.5	R-6.5	R-8	WR R-4-8	R-12	R-18	R-28	WR R-6-18	R-MHP
Racetrack	C37	C37	C37	C37	C37	C37	C37	C37	
College/university	C	C	C	C	C	C	C	C	

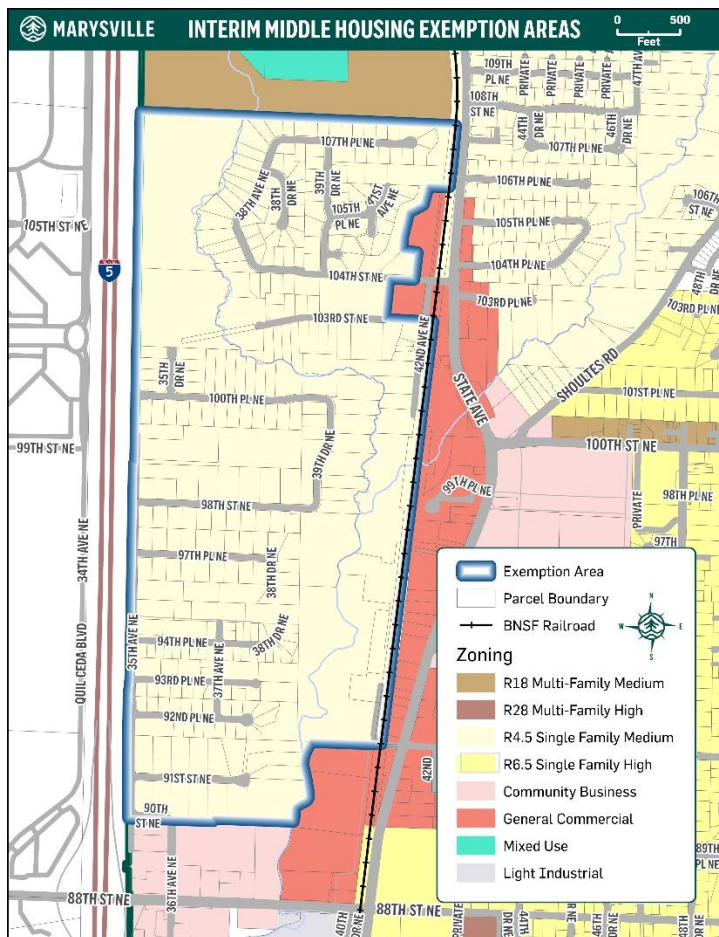
Exhibit OO

22C.010.070 Permitted uses – Development conditions.

- (1) Accessory dwelling units:
 - (a) ~~Must~~ comply with the development standards in Chapter ~~22C.180~~ 22C.185 MMC.
 - (b) Are only permitted accessory to a detached single-family residence or Middle Housing.
Note: accessory dwelling units accessory to Middle Housing apply to the total allowed unit density for the lot.
 - (c) ~~Accessory dwelling units~~ In the R-MHP zone are only allowed on single lots of record containing one single-family detached dwelling.
- (2) Limited to three residents per the equivalent of each minimum lot size or dwelling units per acre allowed in the zone in which it is located.
- (3) ~~Only as part of a planned residential development (PRD) proposal, and subject to the same density as the underlying zone.~~ Middle Housing is defined in MMC 22A.020.140 and contains two to four attached, stacked, or clustered homes including duplexes, triplexes, fourplexes, townhouses, courtyard apartments, and cottage housing on a parent lot. Single family detached is not considered Middle Housing. Middle Housing building types which contain more than two dwelling units (i.e. types other than duplexes) are allowed only when the lot is within ¼ miles of a major transit stop or when one affordable housing unit is provided. Townhouses shall only be considered Middle Housing when they have three (3) to four (4) dwelling units and are located within (a) ¼ mile of a major transit stop, or (b) when one dedicated affordable housing dwelling unit meeting the provisions in MMC 22C.010.400 is provided.

Middle Housing is not allowed in or on:

- (a) Portions of a lot, parcel, or tract designated with critical areas pursuant to RCW 36.70A.170 or their buffers as required by RCW 36.70A.170, except for critical aquifer recharge areas where a single-family detached house is an allowed use provided that any requirements to maintain aquifer recharge are met.
- (b) A watershed serving a reservoir for potable water if that watershed is or was listed, as of July 23, 2023, as impaired or threatened under section 303(d) of the federal clean water act (33 U.S.C. Sec. 1313(d)).
- (c) Properties within Shoreline Jurisdiction.
- (d) Lots that have been designated urban separators by countywide planning policies as of July 23, 2023.
- (e) A lot that was created through the splitting of a single residential lot. Lot splitting is currently undefined in State law; however, lot splitting is not intended to refer to lots which have been or will be subdivided.
- (f) In the R-4.5 designated areas depicted in the map below entitled, "Interim Middle Housing Exemption Areas". Said areas are generally located south of 108th Street NE, west of the Burlington Northern Santa Fe railroad, north of 90th Street NE, and east of 35th Avenue NE.



[Click for high resolution map.](#)

(4) Bed and breakfast guesthouses and inns are subject to the requirements and standards contained in Chapter [22C.210](#) MMC.

(5) Home occupations are subject to the requirements and standards contained in Chapter [22C.190](#) MMC.

(6) Subject to cottage housing provisions set forth in MMC [22C.010.280](#).

(7) Factory-built dwelling units shall comply with the following standards:

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

(b) A factory-built house cannot be attached to a metal frame allowing it to be mobile. All such structures must be placed on a permanent foundation at the building site.

~~(8) Permitted outright in the R-6.5, R-8, and WR-R-4-8 zones on minimum 7,200-square-foot lots. A conditional use permit is required for the R-4.5 zone, and the minimum lot size must be 12,500 square feet. Duplexes must comply with the comprehensive plan density requirements for the underlying land use designation.~~

(8) Townhouses are Only allowed as part of a planned residential development (PRD) proposal, or as allowed for Middle Housing, and Townhouses in PRDs are subject to the same density as the underlying zone; provided that, Middle Housing is exempt from the maximum dwelling units per net acre but is subject to the maximum number of lots per net acre. Townhouses are limited to four (4) dwelling units per building in single family zones. Townhouses shall only be considered Middle Housing when said structure contains three (3) or four (4) dwelling units and is located within (a) ¼ mile of a major transit stop, or (b) when one dedicated affordable housing dwelling unit meeting the provisions in MMC 22C.010.400 is provided.

(9) A garage sale shall comply with the following standards:

(a) Garage sales shall operate not more than three days in the same week and not more than twice in the same calendar year.

(b) Garage sale signs are subject to the standards in MMC 22C.160.260.

A garage sale complying with the above conditions is an allowed residential accessory use. A garage sale violating one or more of the above conditions is a commercial use and will be disallowed unless the use is permitted in the zone, and the use complies with all applicable code requirements.

(10) Residential accessory structures must comply with development standards in Chapter [22C.180](#) MMC.

(11) Manufactured homes must:

(a) Be set on a permanent foundation, as specified by the manufacturer, enclosed with an approved concrete product from the bottom of the home to the ground which may be either load-bearing or decorative;

(b) Meet all design standards applicable to all other single-family homes in the neighborhood in which the manufactured home is to be located;

(c) Be no more than five years old, as evidenced by the date of manufacture recorded on the HUD data plate. An administrative variance to the requirement that a manufactured home be no more than five years old may be granted by the community development director only if the applicant demonstrates all of the following:

(i) The strict enforcement of the provisions of this title creates an unnecessary hardship to the property owner;

(ii) The proposed manufactured home is well maintained and does not present any health or safety hazards;

(iii) The variance is necessary or warranted because of the unique size, shape, topography, location, critical areas encumbrance, or other feature of the subject property;

(iv) The proposed manufactured home will be compatible with the neighborhood or area where it will be located;

(v) The subject property is otherwise deprived, by provisions of this title, of rights and privileges enjoyed by other properties in the vicinity and within an identical zone;

(vi) The need for the variance is not the result of deliberate actions of the applicant or property owner; and

(vii) The variance is the minimum necessary to grant relief to the applicant.

(12) Mobile homes are only allowed as a primary residence in existing mobile/manufactured home parks established prior to June 12, 2008, subject to the requirements of Chapter [22C.230](#) MMC, Mobile/Manufactured Home Parks.

(13) Home occupations are limited to home office uses in multifamily dwellings. No signage is permitted in townhouse or multifamily dwellings; provided that, signage may be permitted for home occupations in Middle Housing units.

(14) No more than one single-family detached ~~or duplex~~ dwelling is allowed per lot except in cottage housing developments that are developed with all cottages located on a common lot, and accessory dwelling units through the provisions of Chapter [22C.180](#) MMC.

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

(16) 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, mobile/manufactured home park, 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.

(17) Golf facilities shall comply with the following:

(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.

(18) Only as an accessory to a cemetery.

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

(20) Only as an accessory to residential use and subject to the criteria set forth in Chapter [22C.200](#) MMC.

(21) Only as an accessory to residential use, provided:

(a) Students are limited to 12 per one-hour session;

(b) All instruction must be within an enclosed structure; and

(c) Structures used for the school shall maintain a distance of 25 feet from property lines adjoining residential zones.

(22) Limited to drop box facilities accessory to a public or community use such as a school, fire station or community center.

(23) Only when adjacent to an existing or proposed school.

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

(25) Day care IIs must be located on sites larger than one-half acre and are subject to minimum standards identified in Chapter [22C.200](#) MMC for day care I facilities. Parking facilities and loading areas shall be located to the rear of buildings or be constructed in a manner consistent with the surrounding residential character. Evaluation of site suitability shall be reviewed through the conditional use permit process.

(26) Public safety facilities, including police and fire, shall comply with the following:

(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.

(27) Accessory to an apartment development of at least 12 units, provided:

(a) The gross floor area in self-service storage shall not exceed 50 percent of the total gross floor area of the apartment dwellings on the site;

(b) All outdoor lights shall be deflected, shaded and focused away from all adjoining property;

(c) The use of the facility shall be limited to dead storage of household goods;

(d) No servicing or repair of motor vehicles, boats, trailers, lawn mowers or similar equipment;

(e) No outdoor storage or storage of flammable liquids, highly combustible or explosive materials or hazardous chemicals;

(f) No residential occupancy of the storage units;

(g) No business activity other than the rental of storage units to the apartment dwellings on the site; and

(h) A resident manager shall be required on the site and shall be responsible for maintaining the operation of the facility in conformance with the conditions of approval.

(28) 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 conditional use subject to MMC [22C.250.040](#).

(29) Limited to commuter parking facilities for users of transit, carpools or ride-share programs, provided:

(a) They are located on existing parking lots for churches, schools, or other permitted nonresidential uses which have excess capacity available during commuting hours; and

(b) The site is adjacent to a designated arterial that has been improved to a standard acceptable to the department.

(30) Model Homes.

(a) The community development director may approve construction of model homes subject to the following conditions:

(i) No model home shall be constructed without the issuance of a building permit;

(ii) In no event shall the total number of model homes in a preliminary subdivision be greater than nine;

(iii) A hard-surfaced roadway to and abutting all model homes shall be constructed to standards determined by the city engineer or designee;

(iv) Operational fire hydrant(s) must be available in accordance with the International Fire Code;

(v) Submittal of a site plan, stamped by a registered civil engineer or licensed surveyor, delineating the location of each structure relative to existing and proposed utilities, lot lines, easements, roadways, topography and critical areas;

(vi) Submittal of building permit applications for each of the proposed structures;

(vii) Approval of water, sewer and storm sewer extension plans to serve the proposed structures; and

(viii) Execution of an agreement with the city saving and holding it harmless from any damages, direct or indirect, as a result of the approval of the construction of model homes on the site.

(b) Prior to occupancy of any model home, the final plat of the subject subdivision shall be approved and recorded.

(31) Any outdoor storage areas are subject to the screening requirements of the landscape code.

(32) Subject to approval of a small farms overlay zone.

(33) May be further subject to the provisions of the Marysville shoreline master program.

(34) Only allowed in conjunction with the small farms overlay zone.

(35) Provided, that the property has received approval of a small farms overlay designation, or is larger than one acre in size.

- (36) Only in conjunction with an existing or proposed school.
- (37) Except racing of motorized vehicles.
- (38) Level 1 and Level 2 charging only.
- (39) Allowed only as an accessory use to a principal outright permitted use or permitted conditional use.
- (40) The term “rapid” is used interchangeably with “Level 3” and “fast charging.”
- (41) Only “electric vehicle charging stations – restricted” as defined in Chapter [22A.020](#) MMC.
- (42) Rapid (Level 3) charging stations are required to be placed within a parking garage.
- (43) One single-family detached dwelling per existing single lot of record. Manufactured homes on single lots must meet the criteria outlined in subsection (11) of this section.
- (44) Recreational vehicles (RVs) are allowed as a primary residence in an established mobile/manufactured home park (MHP) subject to the requirements of Chapter [22C.230](#) MMC, Mobile/Manufactured Home Parks.
- (45) MHPs shall fulfill the requirements of Chapter [22C.230](#) MMC, Mobile/Manufactured Home Parks.
- (46) Reserved.
- (47) Model house sales offices are subject to the requirements of MMC [22C.110.030](#)(12).
- (48) 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 residential 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.
- (49) Shipping/cargo and similar storage containers are prohibited on lots within a platted subdivision and properties under one acre in size. Shipping/cargo and similar storage containers may be located on properties over one acre in size if located behind the primary residence, observe all setbacks applicable to an accessory structure, and are screened from public view.
- (50) Accessory structures may not be utilized as, or converted to, a dwelling unless the structure complies with the accessory dwelling unit standards outlined in MMC [22C.180.030](#).
- (51) Tiny houses or tiny houses with wheels are allowed as a primary residence in an established mobile/manufactured home park (MHP) subject to the requirements of Chapter [22C.230](#) MMC, Mobile/Manufactured Home Parks.
- (52) Enhanced services facilities are prohibited in all residential zones as such are identified and adopted in this chapter.
- (53) An operations plan, to mitigate potential impacts on the surrounding community, must be provided by the sponsor and/or property owner at the time of application. The operations plan must address the following elements to the satisfaction of the city:

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

(54) Emergency housing and emergency shelters – indoor are prohibited in all residential zones as such are identified and adopted in this chapter.

Exhibit PP

22C.010.075 Adaptive reuse of nonresidential buildings in residential zones.

(1) Purpose. The purpose of this section is to allow for adaptive reuse of nonresidential buildings in residential zones that are functionally obsolete in order to improve the economic feasibility of a property by considering uses that are not otherwise permitted, but which, if properly designed and managed, would not create unacceptable impacts on surrounding properties or the immediate vicinity in general. This process differs from the unlisted use process listed in MMC [22A.010.070](#) in that uses that are not specifically authorized in the residential zone may be considered using the process described herein.

(2) Procedures. Any request for adaptive reuse of nonresidential buildings shall be reviewed as a conditional use.

(3) Circumstances. The city may allow a use in a residential zone that is not specifically allowed in that zone if it is necessary to encourage adaptive reuse of a building under the following circumstances:

- (a) It is unlikely that the primary building on the subject property could be preserved if only uses permitted in the underlying zone were allowed.
- (b) Allowing a different use would enhance the character of the building and immediate vicinity.
- (c) The use would not have a detrimental effect upon surrounding properties or the immediate vicinity.

(4) Uses That May Be Allowed. The following uses may be considered for adaptive reuse of an existing building in a residential zone; provided, that where a use listed below is allowed as either a permitted or conditional use in MMC [22C.010.060](#), it shall be reviewed in accordance with said section:

- (a) Dwelling units. Density based on underlying zoning ~~plus one additional dwelling unit~~;
- (b) Assisted living facilities;
- (c) Libraries;
- (d) Museums and art galleries;
- (e) Social service facilities;
- (f) Public services;
- (g) Artist studios;
- (h) Music venues;
- (i) Cafes and bistros;
- (j) Live-work units;
- (k) Bed and breakfast inn;

(l) Other uses not listed above if determined through the review process to be compatible with surrounding properties and the immediate vicinity.

(5) Review Criteria. The following criteria shall be used as the basis for determining compatibility with surrounding uses and approving, denying, or conditionally approving a request to allow the adaptive reuse of a nonresidential building in a residential zone:

(a) The adaptive reuse would promote or aid in the preservation or rehabilitation of the primary building.

(b) No significant impacts to public safety.

(c) Compliance with noise, building and fire codes.

(d) Hours of the day of proposed use or activity are compatible with surrounding uses.

(e) Proposed management and operational procedures to minimize and mitigate potential impacts.

(f) Other factors not specified herein that would create a conflict with the surrounding uses, or uses that are permitted in the zone.

(g) Expansions to the primary building shall not exceed 10 percent of the existing footprint or 500 square feet, whichever is greater, and will not detrimentally affect the outside character of the building. Expansions shall comply with the bulk and dimensional standards of the underlying zone.

(6) Actions Authorized.

(a) Approval. The city may approve a proposal that is found to be compatible with surrounding land uses.

(b) Denial. Any proposal that would be incompatible with or adversely affect properties in the immediate vicinity shall be denied.

(c) Revocation. The city shall retain the right to revoke an approval issued under this section that fails to comply with any conditions of said approval, or which operates in a manner inconsistent with representations made in the application.

Exhibit QQ

22C.010.080 Densities and dimensions.

(1) Interpretation of Table.

(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.010.100 through 22C.010.250.

(b) The density and dimension table is arranged in a matrix format and is delineated into different dimensional ~~the residential 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 set forth in MMC 22C.010.090. A blank box indicates that there are no specific requirements. If more than one standard appears in a cell, each standard will be subject to any applicable parenthetical footnote following the standard.

(2) General Densities and Dimension Standards.

	R-4.5	R-6.5	R-8	WR-R-4-8 (16)(17)	R-12 (13)	R-18 (13)	R-28 (13)	WR-R-6-18 (13)(16)(17)
Base Density: Dwelling unit or lot/acre (1)(3)(6)(7)	4.5 du or lot/ac	6.5 du or lot/ac	8 du or lot/ac	4.5 du or lot/ac	12 du or lot/ac	18 du or lot/ac	28 du or lot/ac	6 du or lot/ac (detached sf); 10 du or lot/ac (attached multifamily and townhouses)
Maximum density: Dwelling unit or lot/acre (1)(2)(3)	<u>5.4 du</u> or lot/ac	<u>7.8 du</u> or lot/ac	<u>9.6 du</u> or lot/ac	8 du or lot/ac	18 du or lot/ac	27 du or lot/ac	36 du or lot/ac	18 du or lot/ac
Minimum street setback (4)(3) (15)	20 ft (8)	20 ft (8)	20 ft (8)	20 ft (8)	20 ft	25 ft	25 ft	20 ft
Minimum side yard setback (4)(3)	5 ft (10)	5 ft (10)	5 ft (10)	5 ft (10, 11, 12)	10 ft (10, 11, 12)	10 ft (10, 11, 12)	10 ft (10)	10 ft (10, 11, 12)
Minimum rear yard setback (4)(3)	20 ft	20 ft	20 ft	20 ft	25 ft	25 ft	25 ft	25 ft
Base height	30 ft (18)	30 ft (18)	30 ft (18)	30 ft (18)	35 ft (5)(4)	45 ft (5) (4)	45 ft (5) (4)	35 ft (5) (4)
Maximum building coverage: Percentage (5)(6)	40%	40%	450%	450%	50%	50%	50%	40%
Maximum impervious	45%; 50%	45%; 50%	50%; 65%	50%; 65%	70%	70%	75%	70%

	R-4.5	R-6.5	R-8	WR-R-4-8 (16)(17)	R-12 (13)	R-18 (13)	R-28 (13)	WR-R-6-18 (13)(16)(17)
surface: Percentage (5) (6)			<u>45%;</u> <u>50%</u>	<u>45%;</u> <u>50%</u>				
Minimum lot area	5,000 sq ft	5,000 sq ft	4,000 <u>5,000</u> sq ft	5,000 sq ft	–	–	–	–
Minimum lot area for duplexes (2)	12,500 sq ft	7,200 sq ft	7,200 sq ft	7,200 sq ft	–	–	–	–
Minimum lot width (3) (4)	60 ft	50 ft	40 ft	40 ft	70 ft	70 ft	70 ft	70 ft
Minimum lot frontage on cul- de-sac, sharp curve, or panhandle (14)	20 ft	20 ft	20 ft	20 ft	–	–	–	–

Exhibit RR

22C.010.090 Densities and dimensions – Development conditions.

(1) Base Density. The base density is the standard density allowed in the zone and indicates the number of dwelling units or lots allowed per net acre.

(2) Maximum Density — Dwelling Unit/Acre. Maximum density. The maximum density for each zone indicates the maximum number of dwelling units or lots allowed per net acre.

(a) The maximum density for the R-12, R-18, R-28, WR-R-4-8 and WR-R-6-18 zones may only be achieved ~~only~~ through the application of residential density incentive provisions outlined in Chapter 22C.090 MMC.

~~(b) The maximum net density for the single family zones is the same as the base density; provided, that for PRD developments the maximum density may be increased by up to 20 percent through the application of residential density incentive provisions outlined in Chapter 22C.090 MMC.~~

(b) The maximum density for the R-4.5, R-6.5, and R-8 zones is limited to Planned Residential Developments developed pursuant to Chapter 22G.080 and requires the application of residential density incentive provisions outlined in Chapter 22C.090 MMC.

~~(2) The minimum lot sizes for duplexes apply to lots or parcels which existed on or before the effective date of the ordinance codified in this chapter. All new duplex lots created through the subdivision or short subdivision process shall be a minimum of 12,500 square feet in size in the R-4.5 zone, and 7,200 square feet in size in the R-6.5, R-8 and WR-R-4-8 zones. Additionally, all new duplex lots must include a “duplex disclosure” on the plat map, and must comply with the density requirements of the comprehensive plan (six units per acre for the R-4.5 zone and eight units per acre for the R-6.5, R-8, and WR-R-4-8 zones).~~

(3) Exceptions. The following exceptions to the base density and maximum density provisions apply:

(a) Accessory Dwelling Units.

(i) A maximum of two accessory dwelling units are allowed per lot accessory to a detached single-family residence pursuant to MMC 22C.185.020, Table 1.

(b) Middle Housing, as defined in MMC 22A.020.140, is allowed for all lots zoned predominantly for residential use as follows:

(i) Middle Housing is subject to the maximum number of lots allowed for the zone; however, is allowed a greater Unit Density as shown in the table below:

<u>Lot circumstances</u>	<u>Unit Density (as defined in MMC 22A.020.220)</u>	<u>Additional Provisions</u>
<u>Residentially zoned lot</u>	<u>Two (2)</u>	
<u>Residentially zoned lot located within ¼ mile walking distance to a major transit stop</u>	<u>Four (4)</u>	<u>Major transit stop is defined in MMC 22A.020.140.</u>

<u>Residentially zoned lot with one (1) dwelling unit of affordable housing</u>	<u>Four (4)</u>	<u>To qualify as affordable housing, the provisions in MMC 22C.010.400 must be met.</u>
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(ii) The unit density allowance applies to the parent lot prior to any unit lot subdivision.

(iii) Multiple Middle Housing structures may be allowed per lot up to the allowed Unit Density specified in the table above. For example, two duplexes (4 total dwelling units) may be allowed per lot that either is located within ¼ mile of a major transit stop or when one affordable housing unit is provided.

(iv) Accessory dwelling units apply to the total allowed Unit Density for the lot (i.e. are not allowed in addition to the specified units per lot).

(v) The unit density detailed in this table for proximity to transit and provision of affordable housing are discrete options. If a lot has both proximity to transit and provides affordable housing, the total unit density remains at four (4) unless otherwise allowed by code.

(vi) Unless zoning permitting higher densities or intensities applies.

(vii) Currently the City of Marysville is a Tier 2 City pursuant to RCW 36.70A.635(1)(a). The City will need to comply with the Tier 1 standards in RCW 36.70A.635(1)(b) one year after the City's Comprehensive Plan implementation progress report is due pursuant to RCW 36.70A.130(9)(a).

- c) The absence of water or sewer service may limit redevelopment or additional development until such time sewer infrastructure improvements are made.

~~(3)~~(4) These standards may be modified under the provisions for zero lot line and townhome developments.

~~(4)~~(5) Base Height.

(a) Height limits may be increased when portions of the structure 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; provided, that the maximum height may not exceed 60 feet.

(b) Multiple-family developments, located outside of Planning Area 1, abutting or adjacent to areas zoned as single-family, or areas identified in the comprehensive plan as single-family, may have no more floors than the adjacent single-family dwellings, when single-family is the predominant adjacent land use.

~~(5)~~(6) Applies to Each Individual Lot.

(a) ~~The higher 50% percentages of impervious surface coverage apply~~ applies to complete land use applications for subdivisions submitted on or after the effective date of Ordinance 3057, adopted May 8, 2017; provided, however, in the case of approved development applications that have not yet started construction, an applicant may file for a minor revision to the approved land use application in accordance with MMC 22G.010.260.

(b) Building coverage and impervious surface area standards for:

(i) Regional uses shall be established at the time of permit review; or

(ii) Nonresidential uses in residential zones shall comply with MMC 22C.010.250.

~~(7)(6) Density—Dwelling Unit/Acre. Mobile home parks shall comply with the density and dimensional standards set forth in Chapter 22C.230.~~

~~(a) The densities listed for the single-family zones (R-4.5, R-6.5, R-8) and single-family development in the Whiskey Ridge zones (WR-R-4-8, WR-R-6-18) are maximum net densities.~~

~~(b) Mobile home parks shall be allowed a maximum density of eight dwelling units per acre, unless located in the R-4.5 or R-6.5 zones, in which case they are limited to the density of the underlying zone.~~

~~(7) The standards of the R-4.5 zone shall apply if a lot is less than 15,000 square feet in area.~~

(8) On a case-by-case basis, the street setback may be reduced to 10 feet; provided, that at least 20 linear feet of driveway are provided between any garage, carport, or other fenced parking area and the street property line, or the lot takes access from an alley. The linear distance shall be measured in a straight line from the nearest point of the garage, carport or fenced area to the access point at the street property line. In the case of platted lots, no more than two consecutive lots may be reduced to 10 feet.

(9) Residences shall have a setback of at least 50 feet from any property line if adjoining an agricultural zone either within or outside the city limits.

(10) For townhomes (non-Middle Housing) or apartment developments, the setback shall be the greater of:

(a) Twenty feet along any property line abutting R-4.5 through R-8, and WR-R-4-8 zones; or

(b) The average setback of the R-4.5 through R-8 zoned and platted single-family detached dwelling units from the common property line separating said dwelling units from the adjacent townhome or apartment development, provided the required setback applied to said development shall not exceed 60 feet. The setback shall be measured from said property line to the closest point of each single-family detached dwelling unit, excluding projections allowed per MMC 22C.010.210 and accessory structures existing at the time the townhome or apartment development receives approval by the city.

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

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

(13) Single-family detached units on individual lots in the R-12 and WR-R-6-18 zones, and Middle Housing duplexes on individual lots within the R-12 through R-28, and WR-R-6-18 zones shall utilize the dimensional requirements of the R-8 zone, except the base density.

(14) Provided that the front yard setback shall be established as the point at which the lot meets the minimum width requirements. On a case-by-case basis, the street setback may be reduced to the minimum of 20 feet; provided, that the portion of the structure closest to the street is part of the "living area," to avoid having the garage become the predominant feature on the lot.

(15) Subject to MMC [22A.020.130](#), subsection (1)(a) of the definition of "lot lines."

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

(17) Projects with split zoning (two or more distinct land use zones) may propose a master site plan to density average at the zone edge or modify the zone boundaries using topography, access, critical areas, or other site characteristics in order to provide a more effective transition between land uses and zones. Approval is at the discretion of the community development director.

(18) In order to accommodate a daylight basement or tuck-under garage, the base height for the principal dwelling may be increased to 35 feet on lots with a 10 percent or greater slope within the building's footprint.

Exhibit SS

22C.010.110 Calculations – Allowable dwelling units.

Permitted number of dwelling units or lots shall be determined as follows:

~~(1) The maximum allowed number of dwelling units shall be computed by multiplying the net project area (in acres) by the applicable residential density.~~

(1) Dwelling Units/Lots or Units per Acre. The allowed dwelling units or lots per acre is calculated as follows:

- a. Step 1: Calculate the net acreage by using the “net project area” definition in MMC 22A.020.150 “N” definitions.
- b. Step 2: Multiply the net acreage by the units or lots per acre allowed by the zone as set forth in MMC 22C.010.080.
- c. Step 3: ~~(2)~~ When calculations result in a fraction, the fraction shall be rounded to the nearest whole number as follows:
 - i. ~~(a)~~ Fractions of 0.50 or above shall be rounded up; and
 - ii. ~~(b)~~ Fractions below 0.50 shall be rounded down.

(2) Middle Housing is subject to the maximum number of lots allowed for the zone set forth in MMC 22C.010.080; however, is allowed a greater Unit Density as specified in the table 22C.010.090(3)(b)(i).

(3) The provisions in subsection (1) above apply to lots which will be subdivided. Existing, legal lots under MMC 22C.010.140 and reasonable use lots under MMC 22E.010.410 are not subject to the calculation above.

Exhibit TT

22C.010.120 Calculations – Site area used for density calculations.

- (1) Critical areas and their buffers may be used for calculation of allowed residential density whenever two or more residential lots or dwelling units are created subject to the on-site density transfer provisions outlined in MMC 22E.010.360; provided that, critical areas and buffers must be placed in a tract or easement for permanent protection.
- (2) The net project area of a multiple-family or single-family site may be used in the calculation of allowed residential density.

Exhibit UU

22C.010.130 Lot area – Prohibited reduction.

Any portion of a lot that was required to calculate and ensure compliance with the standards and regulations of this title shall not be subsequently subdivided or segregated from such lot except as allowed under the Unit Lot Subdivision provisions set forth in MMC Chapter 22G.095.

Exhibit VV

22C.010.140 Minimum lot area for construction.

Except as provided for in Chapter [22G.080](#) MMC:

(1) In ~~residential~~ ~~the R~~ zones, a single-family dwelling or Middle Housing may be established on an existing vacant lot, which cannot satisfy the minimum lot size or width ~~bulk or dimensional~~ requirements of this chapter, provided the following criteria are met:

(a) The lot was established by conveyance of record prior to August 10, 1969, and its dimensions have not been modified since said conveyance, or the lot was created by an approved plat and satisfied the bulk and dimensional requirements applicable at the time of its creation; and

(b) The lot is not less than 4,000 square feet in size, or such greater size as may be required by the Snohomish ~~H~~health ~~D~~istrict if an on-site sewage disposal system is involved; and

(c) Development of the lot will comply with all bulk and dimensional regulations in this chapter, with the exception of minimum lot size and width, ~~relating to setbacks, maximum lot coverage and along with off-street parking,~~ as such regulations exist on the date of application for development permits.

Exhibit WW

22C.010.170 Setbacks – From regional utility corridors.

- (1) In subdivisions and short subdivisions, areas used as regional utility corridors shall be contained in separate tracts.
- (2) In other types of land development permits, easements shall be used to delineate such corridors.
- (3) All buildings and structures shall maintain a minimum distance of five feet from property or easement lines delineating the boundary of regional utility corridors, except for utility structures necessary for ~~to~~ the operation of the utility corridor.

Exhibit XX

22C.010.190 Setbacks – From alleys.

(1) Structures may be built to five feet of the property line abutting an alley, except as provided in subsection (2) of this section.

(2) Vehicle access points from garages, carports or fenced parking areas shall be set back a minimum of 10 feet from the lot line abutting an alley, except where the access point faces an alley with a right-of-way width of 10 feet, in which case the garage, carport, or fenced parking area shall not be located within 20 feet from the rear lot line. No portion of the garage or the door in motion may cross the property line.

(3) Rear setbacks for detached accessory structures located in ~~the Planning Area 1~~ Downtown Neighborhood may be reduced as set forth in MMC ~~22C.180.020~~(2).

Exhibit YY

22C.010.200 Setbacks – Adjoining half-street, ~~or~~ designated arterial, or temporary cul-de-sac.

- (1) In addition to providing the standard street setback, a lot adjoining a half-street or designated arterial shall provide an additional width of street setback sufficient to accommodate construction of the planned half-street or arterial.
- (2) The front, side, or street setback abutting a temporary cul-de-sac shall be measured from the edge of the temporary cul-de-sac as constructed. When the temporary cul-de-sac is removed, the setbacks for the structure may be measured from the property line.

Exhibit ZZ

22C.010.210 Setbacks – Projections allowed.

Projections may extend into required setbacks as follows:

(1) Fireplace structures including eaves and factory-built garden or bay windows may project into any setback, provided such projections are:

- (a) Limited to two per facade;
- (b) Not wider than 10 feet; and
- (c) Not more than 24 inches into a side setback or 30 inches into a front or rear setback;

(2) Uncovered porches and decks, including stairs or ramps, which exceed 30 inches above the finished grade may project:

- (a) Eighteen inches into side setbacks; and
- (b) Five feet into the front or rear setback;

(3) Uncovered porches and decks not exceeding 30 inches above the finished grade, and uncovered accessory structures such as mechanical equipment, play structures, and tennis courts, may project to the property line; provided, that with the exception of uncovered porches and decks, the front property line setback for the zone shall be observed;

(4) Eaves may not project more than:

- (a) Twenty-four inches into a side setback;
- (b) Thirty-four inches into a front or rear setback; or
- (c) Eighteen inches across a lot line in a zero-lot line development.

(5) Accessory structures such as flagpoles and lampposts shall be set back a minimum of five feet from all property lines, provided:

- (a) They are not located within a utility or access easement; and
- (b) Flags are not displayed in a manner that would cause the flag to encroach onto a neighboring property.

Exhibit AAA

22C.010.220 Height – Exceptions to limits.

(1) Flagpoles may be up to 25 feet tall in all single-family zones, and up to 35 feet tall in all multifamily zones; provided, that flagpoles on multifamily zoned properties developed with single-family residences or Middle Housing duplexes shall be limited to 25 feet tall. Exception: flagpoles on single-family and multifamily zoned properties that are 40,000 square feet or greater in size and developed with single-family residences or Middle Housing duplexes may be up to 35 feet tall; provided, that setbacks that are equivalent to the height of the flagpole are maintained from all property lines.

(2) The following structures may be erected above the height limits of MMC [22C.010.080](#):

(a) Roof structures housing or screening elevators, stairways, tanks, ventilating fans or similar equipment required for building operation and maintenance; and

(b) Fire or parapet walls, skylights, chimneys, smokestacks, church steeples, and utility line towers and poles.

Exhibit BBB

22C.010.255 Residential design requirements – Purpose.

MMC 22C.010.255 through 22C.010.400 apply to new single family, Middle Housing, townhouse, and multifamily residential and high density (eight-plus du/acre) single family development as applicable. The purpose of these sections is to:

- (1) Encourage the realization and creation of a desirable and aesthetic environment in the city of Marysville;
- (2) Encourage and promote development which features amenities and excellence in site planning, streetscape, building design and contribution to community charm;
- (3) Encourage creative approaches to the use of land and related physical developments;
- (4) Minimize incompatible and unsightly surroundings and visual blight which prevent orderly community development;
- (5) Reinforce streets as public places that encourage pedestrian and bicycle travel;
- (6) Reduce opportunities for crimes against persons and property;
- (7) Minimize land use conflicts and adverse impacts;
- (8) Provide roadway and pedestrian connections between residential and commercial areas;
- (9) Provide public places and open space networks to create gateways, gathering places, and recreational opportunities that enhance the natural and built environment;
- (10) Minimize the rate of crime associated with persons and property and provide for the highest standards of public safety through the implementation of crime prevention through environmental design (CPTED) principles in design review.

Exhibit CCC

22C.010.260 Residential design requirements – Applicability and interpretations.

(1) Applicability.

(a) These design standards apply to all new planned residential developments (PRD) in any zone, multifamily structures in any zone and residential development within the following zones: high density multiple-family (R-28), medium density multiple-family (R-18), low density multiple-family (R-12), and high density single-family, and small lot (R-8). Nonresidential development in residential zones (e.g., churches, schools, offices, etc.) shall be subject to the design standards set forth in MMC [22C.020.250](#).

(b) The standards specified in the following sections shall be applied by the city to individual building permits for single-family residences and Middle Housing, MMC ~~22C.010.310; duplexes, MMC 22C.010.400~~; and accessory uses, Chapter [22C.180](#) MMC; provided, that the applicable standards shall be those in effect on the date that the city approves the preliminary subdivision, short subdivision, or binding site plan, whichever is applicable, unless the applicant opts to have the city apply the standards that may have been revised by the city after such date.

(c) The following activities shall be exempt from these standards:

(i) Construction activities which do not require a building permit;

(ii) Interior remodels of existing structures;

(iii) Modifications or additions to existing multifamily 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.

(2) 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) 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.

(c) 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 DDD

22C.010.270 Zero lot line development.

In any PRD ~~overlay zone~~, interior setbacks may be modified during subdivision, ~~or short subdivision,~~ or binding site plan review as follows:

If a building is proposed to be located within a normally required interior setback:

- (1) An easement shall be provided on the abutting lot of the subdivision that is wide enough to ensure a 10-foot separation between the walls of structures on adjoining lots, except as provided for common wall construction;
- (2) The easement area shall be free of structures and other obstructions that would prevent normal repair and maintenance of the structure's exterior;
- (3) Buildings utilizing reduced setbacks shall not have doors that open directly onto the private yard areas of abutting property. Windows in such buildings shall not be oriented toward such private yard areas unless they consist of materials such as glass block, textured glass, or other opaque materials, and shall not be capable of being opened, except for clerestory-style windows or skylights; and
- (4) The final plat, ~~or short plat,~~ or binding site plan map shall show the approximate location of buildings proposed to be placed in a standard setback area.

Exhibit EEE

22C.010.280 Cottage housing developments.

(1) Purpose. The purpose of this section is to:

- (a) Provide a housing type that responds to changing household sizes and ages (e.g., retirees, small families, single-person households);
- (b) Provide opportunities for ownership of small, detached units within a single-family neighborhood;
- (c) Encourage creation of more usable space for residents of the development through flexibility in density and lot standards;
- (d) Support the growth management goal of more efficient use of urban residential land; and
- (e) Provide guidelines to ensure compatibility with surrounding uses.

(2) Applicability. Cottage housing developments are allowed in residential zones, as follows:

- ~~(a) Within residentially-zoned properties in downtown planning area 1;~~
- ~~(b) Within single-family zones where properties are encumbered by at least 35 percent critical areas and associated buffers;~~
- ~~(c) On single-family-zoned parcels adjacent to multifamily, commercial and industrial-zoned parcels, as a transition to multifamily, commercial and industrial uses, including across the street on a case-by-case basis, if approved by the director;~~
- ~~(d) Within residentially-zoned properties in the Lakewood neighborhood planning area 11;~~
- ~~(e) Within single-family zones where two or more unique site circumstances exist. Unique site circumstances may include shared common boundary with a city-owned park or nature preserve; close proximity to multifamily, commercial or industrial-zoned properties as a complementary use; or other unique site circumstances as determined by the director; and~~
- ~~(f) Within multifamily-zoned properties.~~

(3) Review Process.

- (a) Cottage housing developments that are developed with all cottages located on a common lot shall be processed in accordance with Chapter [22G.120](#) MMC, Site Plan Review; and
- (b) Cottage housing developments that are developed with cottages on individual lots shall be processed in accordance with Chapter [22G.090](#) MMC, Subdivisions and Short Subdivisions or Chapter 22G.095, Unit Lot Subdivisions; provided that the provisions in Chapter 22G.095 may only be used for up to 20 unit lots.

(4) Accessory Uses. The following accessory uses are permitted within cottage housing developments:

(a) Community Buildings. Commonly owned community building(s) for the use of the residents of the cottage housing development are allowed but not required. Where provided, common buildings must be centrally located; clearly incidental in use and size to the rest of the development; and similar in design (i.e., roof pitch, architecture, materials and colors) to the cottage units. Common buildings may include meeting space, recreational facilities, a food preparation area, sinks, and toilets, but shall not include commercial uses, sleeping quarters, or bathing facilities (unless the bathing facility is clearly incidental to a recreational facility located within the common building).

(b) Garages or carports as outlined in subsection (11) of this section.

(c) Community gardens, play structures, and similar amenities for use of the occupants of the cottage housing development.

(5) Accessory Dwelling Units. Accessory dwelling units and/or extended-family dwelling units are not allowed in cottage housing developments.

(6) Density and Dimensions.

Density (dwelling unit <u>or lot</u> / acre)	2 times the base density of the underlying zone (a)
<u>Minimum lot size, or minimum land area allocation per cottage</u>	<u>2,000 SF (b)</u>
Development size	Minimum 4 cottage units. Maximum 12 cottage unit per grouping. Development may contain multiple groupings.
Minimum lot size	Beyond density and dimensional restrictions, there is no required minimum lot size for subdivided cottage lots.
Minimum front setback or yard	10 feet ^{(b)(c)}
Minimum side setback or yard	5 feet ^{(e), (d), (e)}
Minimum rear setback or yard	10 feet ^{(b), (c)(d)}
Minimum setback from critical area buffers, or critical areas, if no buffer is required	15 feet
Maximum building coverage: percentage	40 percent^(e)
Maximum impervious coverage: percentage	60 percent ^{(e)(f)}

(a) Density shall be calculated pursuant to MMC 22C.010.110 Net Project Area.

(b) Existing detached single-family residences, which may be nonconforming with respect to the standards of this section, shall be permitted to remain; provided, that the extent of the nonconformity may not be increased. Said residences shall be included in the maximum permitted cottage density, and must meet the applicable density and dimensional requirements of the underlying zone.

~~(b)~~ (c) The front and rear yard setbacks for cottages and two-story accessory structures shall be increased to 20 feet along the perimeter of cottage housing developments that abut existing single-family residential development or single-family zoned properties; provided, that this requirement shall not apply along perimeter boundaries abutting public right-of-way, or for infill lots located within the Downtown Neighborhood~~downtown~~ planning area 1.

~~(e)~~(d) The side or rear yard setback adjacent to a public street or private drive aisle shall be 10 feet except when the side or rear yard abuts a designated arterial, in which case the setback shall be increased to 15 feet.

~~(d)~~(e) There shall be a minimum separation of six feet between principal structures; provided, that:

(i) Where cottages will be subdivided onto individual lots, a five-foot side yard setback from the property line and 10 feet of structure separation shall be provided;

(ii) When there is a principal entrance on an interior facade of either or both of the facing facades, the minimum separation shall be 10 feet; and

(iii) When there is a principal entrance along a side facade, the side yard shall be no less than 10 feet.

~~(e)~~(f) The ~~building and~~ impervious surface coverage allowances apply to the overall development site (when subdivision is not proposed), or to the individual lots.

(7) Cottage Size, Height, and Porch Dimensional Standards.

Maximum cottage main floor area	800 square feet ^(a)
Maximum cottage total floor area	1 1/2 times the area of the main floor or 1,200 square feet, whichever is less.
Height	18 feet 23 feet (to ridge of pitched roof with minimum slope of 4:12) 28 feet (to ridge of pitched roof with minimum slope of 6:12) All parts of roof above 18 feet must be pitched.
Porch (primary)	Primary entry: 60 square feet Minimum dimension: 6 feet
Porch (secondary)	Secondary entry: 36 square feet Minimum dimension: 6 feet

(a) Cottage floor area shall be subject to the following standards:

(i) Floor area shall be the sum of the gross horizontal areas of the floors of the cottage, measured from the exterior faces of exterior walls and from the centerline of division walls. Enclosed space in a cottage located either above the main floor and more than 12 feet above finished grade, or below the main floor, shall be limited to no more than 50 percent of the enclosed space of the main floor, or 400 square feet, whichever is less. This restriction applies regardless of whether a floor is proposed in the enclosed space, but shall not apply to attic or crawl spaces (less than six feet in height).

(ii) Attached garages shall be included in the calculation of total floor area.

(iii) Areas that do not count as total floor area are:

(A) Unheated storage space located under the main floor of the cottage.

(B) Attached roofed porches and uncovered attached porches, decks, and balconies.

(C) Detached garages or carports.

(D) Spaces with ceiling height of six feet or less measured to the exterior walls, such as a second floor area under the slope of a roof.

(iv) The total square foot area of a cottage dwelling unit may not be increased. A note shall be placed on the title to the property for the purpose of notifying future property owners that any increase in the total square footage of a cottage is prohibited for the life of the cottage or the duration of city cottage regulations.

(8) Cottage Orientation and Open Space Standards. Cottages shall meet the following orientation and open space standards:

(a) Open space shall be provided equal to a minimum of 20 percent of the development site. This may include common open space, private open space, setbacks, critical areas, and other open space.

~~(a)~~ (b) Cottages shall be oriented around and have their main entry from the common open space.

~~(b)~~(c) Each cottage shall abut the common open space, and the common open space shall have cottages abutting at least two sides.

~~(c)~~(d) Four hundred square feet of open space shall be provided (200 square feet of private open space and 200 square feet of common open space).

(i) Private and common open space must be calculated separately (i.e., private open space does not count towards common open space, and common open space does not count towards private open space);

(ii) All open space must be usable and located at ground level. Critical areas and buffers shall not count towards open space;

(iii) Setbacks shall not be counted as either private or common open space unless the setback abuts a designated common open space area, in which case the setback area may meet both setback and private open space requirements.

~~(d)~~(e) Private open space shall:

(i) Be located in a contiguous area and abut the cottage it serves;

(ii) Be oriented towards the common open space as much as possible;

(iii) Have no horizontal dimension less than 10 feet; and

(iv) A fence or hedge not to exceed three and one-half feet high may separate private open space from common open space.

~~(e)~~(f) Common open space shall:

- (i) Be provided in a contiguous area to the extent feasible;
- (ii) Be allocated so that at least 50 percent of the common open space for a grouping of cottages is located centrally among the grouping of cottages; and
- (iii) Have no horizontal dimension less than 15 feet.

(9) Building Design Standards – Including Garages/Parking Structures. The purpose of the design standards is to: encourage variety and visual interest in new residential development in a manner that is compatible with the neighborhood character; ensure the scale of the cottages is proportional to their lot and parcel size, provide landscaping between new and existing development to buffer and provide a transition, enhance the building and site appearance, and maintain the quality of the neighborhood.

(a) Inviting Facade. Each cottage unit shall have an inviting facade for any facades abutting common open space areas, public rights-of-way, and private roads or accesses serving the cottage housing development. If a cottage unit abuts more than one public right-of-way or private road or access, the director shall determine which access the inviting facade shall be oriented towards.

(b) Building Character Proportionality and Massing. Size and height reductions of cottage housing, design techniques and perimeter buffer landscaping shall be used to promote compatibility with the surrounding neighborhood and proportionality and massing of new cottage development adjacent to existing single-family neighborhoods.

(c) Variety in Buildings and Visual Interest With Consistency in Architectural Style. The building designs and layout shall prevent the repetitive use of the same combination of building features, building layout, and site design elements within any cottage development, grouping of cottages, and adjacent dwellings.

(i) Varied and Interesting Rooflines. Varied and interesting rooflines must be provided which include use of varied pitched roof styles, gables, or dormers. Roof breaks or step-downs are encouraged and can be used to reduce required setbacks adjacent to parcel boundaries.

(ii) Separation of Identical Buildings and Elevations. Units of identical elevation types must be separated by at least two different elevations. This will result in at least three different building elevation plans per cluster. No two adjacent structures shall be built with the same building elevation (reverse elevations do not count as a different building elevation), facade materials, or colors.

(iii) Different Roof, Window Design and Entries. Provide differing roof forms, gables or dormers. Roof overhangs a minimum of six inches are required. Different window design, entry treatments and base treatments shall be utilized to help achieve variety.

(iv) Corner Lot Cottages. Cottages on corner lots shall be architecturally designed to provide modulation and detail on both frontages. Examples of modulation include use of bay windows, wrapped porches, and dormers.

(v) Open and Closed Cottages Along Private Side Yards. Private side yards are an important element in cottage development. The side yard is typically designated to a particular cottage (like zero lot line homes) and this cottage should be open to the side yard using doors, windows or a wrapped porch. The adjacent cottage having a closed side and window placement is an essential part of the design to achieve this relationship.

(d) Variety in Building Design. Provide variety and visual interest by using a combination of building elements, features and treatments in cottages as well as garages. Structures must include building articulation, change in materials or textures, windows, or other architectural features. A minimum of at least one side articulation or roof break shall occur for side elevations facing public streets or common open spaces or walkways to the common open spaces. No blank walls are allowed. The following building elements, features, and treatments that provide variety and visual interest shall be used in combination to create variety in building design, but are not limited to:

(i) Variation in building type and plans.

(ii) Variation in layout and orientation.

(iii) Variation in building materials, mixture and texture.

(A) Vertical Changes. Changes in materials in a vertical wall shall occur at an internal corner or a logical transition such as aligning with a window edge or chimney.

(B) Horizontal Changes. Transition in materials on a wall surface, such as shingle or lap siding, shall be required to have a material separation, such as a trim band board.

(C) Acceptable Exterior Wall Material. Wood, cement fiberboard, stucco, standard sized brick and stone may be used. Simulated stone, wood, ~~stone~~ or brick may be used to detail homes.

(D) Trim. Trim may be wood, cement fiberboard, stucco, or stone materials. Trim is required around all doors and windows. The trim must be three and one-half inches minimum and be used on all elevations.

(iv) Building modulation.

(v) Building intervals and articulation.

(vi) Varying roof shapes, pitches and gables.

(vii) Varied roof heights and roof breaks or roof extensions.

(viii) Dormers.

(ix) Window trim and mullions.

(x) Bay windows or bump outs.

(xi) Entry enhancement.

(xii) Porches and patios. (Porches with railings preferred.)

(xiii) Use of varied siding, trim and base colors.

(xiv) At a minimum, use bottom and top material treatment and if recommended use tripartite architecture.

(xv) Chimney or tower.

(xvi) Trellis.

(xvii) Belly bands, brackets/braces.

(xviii) Other building elements and the combined use of the above shall be approved by the planning director.

(10) Site Access Standards. Access to the cottage housing development shall be provided as follows:

(a) Access to parking shall be from the alley when the cottage housing development abuts a platted alley improved to the city's engineering design and development standards, or when the director determines that alley access is feasible and desirable to mitigate parking access impacts.

(b) For cottage housing developments where all of the cottages are located on a common lot and alley access is not available, the private drive aisle standards outlined in MMC [22C.130.050](#), Table 2, shall apply.

(c) For cottage housing developments where the cottages will be subdivided onto individual lots, the city's PRD and cottage housing street standards as set forth in the engineering development and design standards ("EDDS") shall apply. The "PRD and Cottage Housing Access Street" standard shall apply where fewer than 20 dwelling units are proposed, and the "PRD and Cottage Housing Access Street with Parking" standard shall apply where 20 or more dwelling units are proposed. Modifications to the "PRD and Cottage Housing Access Street" and the "PRD and Cottage Housing Access Street with Parking" standards may be requested for sidewalks, planter strips, and on-street parking. The burden to clearly demonstrate the proposed modification meets the requirements of this section is the applicant's. (Note: it is not likely multiple reductions will be allowed along a single section of road.) If requesting a modification, the applicant shall submit an integrated pedestrian travel, landscape and parking plan as well as other information to demonstrate:

(i) Safe, aesthetically pleasing pedestrian travel is provided throughout the development.

(ii) Pedestrian travel within the development shall be tied to pedestrian travel routes outside the development, actual and/or planned.

(iii) Reduction of planter strips shall require additional equivalent or greater landscaping to benefit the development.

(iv) Any proposed modifications shall allow for efficient flow and movement of automobiles and pedestrians without negatively altering or constraining their movement.

(d) Five-foot-wide pedestrian pathways (sidewalks) must be included to provide for movement of residents and guests from parking areas to homes and other amenities.

(11) Parking Standards. Parking shall meet the following standards:

(a) ~~The number of off~~Off-street parking spaces shall be provided as follows: ~~set forth in MMC 22C.130.030, Table 1 and shall meet the dimensions set forth in MMC 22C.130.050, Table 2.~~

~~(i) One space for cottages 700 square feet or less;~~

~~(ii) One and one half spaces for cottages 701 to 1,000 square feet; and~~

~~(iii) Two spaces for cottages 1,001 to 1,200 square feet.~~

(b) Parking stalls, garages and carports must be screened from public streets or abutting residential properties.

(c) Parking stalls, garages and carports shall be located in the following preferential order:

(i) To the rear of the units accessed off an alley;

(ii) To the side of the units accessed by a private driveway; or

(iii) A garage, landscaping, and/or fencing shall screen parking next to a side street.

(d) Parking stalls, garages and carports must meet the front yard setback requirements outlined in subsection (6) of this section.

(e) Parking areas must be located in clusters of not more than six adjoining spaces. Landscaping or other architectural features shall separate clusters of parking, and clusters of parking from common areas.

(f) The parking area should not be the major view from the public right-of-way or street. Landscaping, cottages, or the common area should provide the view into the cottage development.

(g) Garages and carports shall be located so their visual presence is minimized, and associated noise or other impacts do not intrude into public spaces.

(h) The architectural design of all garages and carports must be similar and compatible to that of the cottage dwelling units within the development.

(i) Garage and carport rear and side elevations facing the public street or adjacent existing development shall have architectural details to minimize the impact of the facade.

(j) A six-single-vehicle-stall garage or carport is the maximum number allowed in any garage or carport.

(k) Shared detached garage structures shall be reserved for the parking of vehicles owned by the residents of the development. Storage of items which precludes the use of the parking spaces for vehicles is prohibited.

(12) Screening Standards.

(a) Boundaries between cottage dwellings and neighboring properties shall be screened with landscaping to reduce the appearance of bulk or intrusion onto adjacent properties, or

otherwise treated (i.e., through setbacks or architectural techniques) to meet the intent of this section.

(b) Yard and open space fencing within the cottage housing development shall not exceed three and one-half feet tall.

(c) Trash and Recycling Container Enclosure and Landscape Screening. All dumpster containers, individual refuse containers, and trash compactors shall be enclosed per the following standards:

(i) All loading, trash, recycling and storage areas shall be located so they are not visible from streets and will be concealed.

(ii) An architectural screen shall surround all sides except the access entry. Building walls of adjacent structures may be used to partially satisfy this requirement. Screen walls shall be a solid visual screen constructed out of metal, concrete, and/or masonry units; or other materials similar to the cottages and garage structures. Required gates and trellises, and other architectural screening elements, shall be designed so that they complement the surrounding buildings unless there is some overriding fire access issue.

(iii) A concrete slab shall be installed as the base material within the enclosure.

(13) Homeowners' Association. A homeowners' association and covenants are required for the maintenance of the common areas and buildings.

(14) Requests for Modifications to Standards. The community development director may approve minor modifications to the general parameters and design standards set forth in this chapter, provided the site is constrained due to unusual shape, topography, easements or sensitive areas.

(a) The modification is consistent with the objectives of this chapter.

(b) The modification will not result in a development that is less compatible with neighboring land uses.

Exhibit FFF

22C.010.300 ~~Commercial, multiple family, townhome, and group residences~~— Vehicular access and parking location for uses abutting an alley.

- (1) On sites abutting an alley, ~~commercial, apartment, townhome and all group residence~~ developments shall have parking areas placed to the rear of buildings with primary vehicular access via the alley, except when waived by the planning director due to physical site limitations.
- (2) When alley access is available, and provides adequate access for the site, its use will be required unless determined to be infeasible or undesirable as determined by the community development director.
- (3) When common parking facilities for ~~attached dwellings and group~~ residences exceed 30 spaces, no more than 50 percent of the required parking shall be permitted between the street property line and any building, except when authorized by the planning director due to physical site limitations.
- (4) Direct parking space access to an alley may be used for parking lots with five or fewer spaces.

Exhibit GGG

22C.010.310 ~~Small lot s~~Single-family dwelling and Middle Housing development standards.

The provisions of this section apply to building permits for single-family dwellings and Middle Housing ~~on lots having an area less than 5,000 square feet and single-family dwellings when multiple single-family dwellings are on a single lot~~, excluding accessory dwelling units and cottage housing; review will be done through the building permit process.

(1) It is the intent of these development standards that single-family dwellings and Middle Housing ~~on small lots~~ be compatible with neighboring properties, friendly to the streetscape, and in scale with the lots upon which they are to be constructed. The director is authorized to promulgate guidelines, graphic representations, and examples of housing designs and methods of construction that do or do not satisfy the intent of these standards.

(2) Entry. Where lots front on a public street, the house shall have doors and windows which face the street. Houses should have a distinct entry feature such as a porch or weather-covered entryway with an entry feature that is at least 60 square feet with no dimension less than six feet.

The director may approve a street orientation or entryway with dimensions different than specified herein; provided, the entry visually articulates the front facade of the dwelling ~~so as~~ to create a distinct entryway, meets setback requirements, provides weather cover, has a minimum dimension of four feet, and is attached to the home.

(3) Alleys.

(a) If the lot abuts an alley, the garage or off-street parking area shall take access from the alley, unless precluded by steep topography. No curb cuts shall be permitted unless access from the alley is precluded by steep topography.

(b) The minimum driveway length may be reduced to between six and zero feet for garages when the following conditions are met:

(i) An alley is provided for access;

(ii) At least one off-street parking space, in addition to any provided in the garage, is provided to serve that dwelling unit and the stall(s) is conveniently located for that particular dwelling; and

(iii) The applicable total parking stall requirement is met.

(c) The rear yard setback may be reduced to zero feet to accommodate the garage.

(d) If the garage does not extend to the property line or alley, the dwelling unit above the garage may be extended to the property line or alley.

(e) Dwellings with a wall facing an alley must provide at least one window facing the alley to allow observation of the alley.

(4) Auto Courts. Autocourts shall comply with the standards set forth in the City's Engineering Design and Development Standards. Where a consolidated road results in superior site design, circulation, safety or access management, autocourts may be required to be minimized and a consolidated public road provided.

~~(a) Auto courts are only allowed in a PRD.~~

~~(b) Auto courts provide ingress and egress to a cluster of no more than six dwellings and access from a nonarterial street. Auto court design must be consistent with the city's design guidelines for auto courts.~~

~~(c) Auto courts shall be no less than 20 feet in width; provided, that if emergency services access is required, the driving surface dimensions will comply with emergency vehicle access requirements.~~

~~(d) Auto courts shall be no greater than 150 feet in length, unless acceptable emergency vehicle turnaround is provided and designed so vehicles will not back onto public streets.~~

~~(e) Driveway length may be reduced to between three feet and six feet for garages when at least two parking spaces are provided for the unit in addition to the garage. The additional parking must be conveniently located to the dwelling.~~

(5) Facade and Driveway Cuts. If there is no alley access and the lot fronts on a public or private street, living space equal to at least 50 percent of the garage ~~façade~~ shall be flush with or projected forward of the garage, and the dwelling shall have entry, window and/or roofline design treatment which emphasizes the house more than the garage. Where materials and/or methods such as modulation, articulation, or other architectural elements such as porches, dormers, gables, or varied roofline heights are utilized, the director or designee may waive or reduce the 50 percent standard. Driveway cuts shall be no more than 80 percent of the lot frontage; provided, that the director or designee may waive the 80 percent maximum if materials and/or methods to de-emphasize the driveway, such as ribbon driveways, grasscrete surface, or accent paving, are utilized.

(6) Privacy. Dwellings built on lots without direct frontage on the public street should be situated to respect the privacy of abutting homes and to create usable yard space for the dwelling(s). The review authority shall have the discretion to establish setback requirements that are different than may otherwise be required in order to accomplish these objectives.

(7) Individual Identity. Home individuality will be achieved by the following:

(a) Avoiding the appearance of a long row of homes by means such as angling houses, varied street setbacks, and varied architectural design features.

(b) Each dwelling unit shall have horizontal or vertical variation within each unit's front building face and between the front building faces of all adjacent units/structures to provide visual diversity and individual identity to each unit. Upon building permit application, a plot plan of the entire structure shall be provided by the builder to show compliance with this requirement. The director or designee shall review and approve or deny the building design, which may incorporate variations in rooflines, setbacks between adjacent buildings, and other structural variations.

(c) The same building plans cannot be utilized on consecutive lots. "Flip-flopping" of plans is not permitted; provided, that upon demonstration to the director that the alteration of building facades would provide comparable visual diversity and individual identity to the dwelling units as different building plans, this provision shall not apply. Materials and/or methods which may be utilized to achieve visual diversity include, but are not limited to, use of differing siding material, building modulations and roofline variations.

(d) Side facades visible from streets or shared accesses shall have siding similar to the front façade and windows on a minimum of five (5) percent of the side façade; provided

that, the director may allow a reduction in windows where the side façade incorporates other features that provide comparable visual interest.

(8) Landscaping. Landscaping of a size and type consistent with the development will be provided to enhance the streetscape. Landscaping will enhance privacy for dwellings on abutting lots and provide separation and buffering on easement access drives.

(9) Duplexes and Middle Housing. Duplexes and Middle Housing must be designed to architecturally blend with the surrounding single-family dwellings and not be readily discernible as a duplex or Middle Housing but appear to be a single-family dwelling, or must comply with the individual identity provisions in subsection (7) where distinct units are proposed (e.g. side-by-side duplex or townhouse units).

Exhibit HHH

22C.010.330 Townhouse open space.

Townhouses, Middle Housing, single family, and other ground based multifamily residential units with individual exterior entries must provide at least 200 square feet of private open space per dwelling unit adjacent to, and directly accessible from, each dwelling unit. This may include private balconies, individual rear yards, landscaped front yards, and covered front porch areas.

Exception: Common open space designed in accordance with MMC [22C.010.320](#)(1) may substitute for up to 50 percent of each unit's required private or semiprivate open space on a square foot per square foot basis.



Figure 18 – Common open space for a townhouse development.



Figure 19 – These townhouses provide balconies and semi-private yard space.



Figure 20 – Example townhouse configuration with a combination of private open spaces adjacent to units and larger common open space accessible to all units.

Exhibit III

~~22C.010.400 Duplex performance and design standards:~~

All new duplexes located within any residential zone shall meet the following standards and regulations:

~~(1) Bulk and Setback Variation. Each duplex structure shall have horizontal or vertical variation within each dwelling unit's front building face and between the front building faces of all adjacent units/structures to provide visual diversity to the duplex structures and individual identity to duplex units. Upon building permit or conditional use permit (if required) application, a plot plan of the entire structure in which each unit is located shall be provided by the builder to show compliance with this requirement. The planning director shall review and approve or deny the building design which may incorporate variations in rooflines, setbacks between adjacent buildings or lots, and other structural variations. Where the applicant and the community development director are not able to reach agreement on the provisions of the final building design, the dispute shall be submitted to the hearing examiner in accordance with the procedures established in Chapter 22G.010 MMC, Land Use Application Procedures.~~

~~(2) Building Plans. The same building plan cannot be utilized on consecutive lots. "Flip flopping" of plans is not permitted; provided, that upon demonstration to the planning director that the alteration of building facades would provide comparable visual diversity and individual identity to the duplexes as different building plans, this provision shall not apply. Materials and/or methods which may be utilized to achieve visual diversity include, but are not limited to, use of differing siding material, building modulations and roofline variations.~~

~~(3) Landscaping. At the time of application for a building permit or conditional use permit (if required), the developer shall submit landscaping plans for, at a minimum, all front and side setbacks and common open space areas associated with the building for which permit application is made. Landscaping shall consist of two native trees per unit, planted in the front yard, which are at least one and one half inches in caliper for deciduous or six feet in height for evergreen trees, plus a mixture of trees, shrubs and ground cover as appropriate to the site. All required landscaping shall be installed in accordance with the plans prior to issuance of an occupancy permit. Where applicable, street frontage landscaping shall comply with the city's streetscape plan.~~

~~(4) Orientation. Building orientation should be utilized as a method to provide visual diversity and individual identity to the duplex structures; provided, that where physical or economic considerations make such orientation impractical, this provision shall not apply.~~

Exhibit JJJ

22C.010.400 Middle Housing – Affordable Housing Provisions.

- (1) To qualify for additional units under the affordable housing provisions of 22C.015.050(1)(c), an applicant shall commit to renting or selling the required number of units as affordable housing and meeting the standards of subsections (2) through (6) below.
- (2) Dwelling units that qualify as affordable housing shall have costs, including utilities other than telephone, that do not exceed 30 percent of the monthly income of a household whose income does not exceed the following percentages of median household income adjusted for household size, for the county where the household is located, as reported by the United States Department of Housing and Urban Development:
 - (a) Rental housing: 60 percent.
 - (b) Owner-occupied housing: 80 percent.
- (3) The units shall be maintained as affordable for a term of at least 50 years, and the property shall satisfy that commitment and all required affordability and income eligibility conditions.
- (4) The applicant shall record a covenant or deed restriction that ensures the continuing rental or ownership of units subject to these affordability requirements consistent with the conditions in chapter 84.14 RCW for a period of no less than 50 years.
- (5) The covenant or deed restriction shall address criteria and policies to maintain public benefit if the property is converted to a use other than that which continues to provide for permanently affordable housing.
- (6) The units dedicated as affordable housing shall:
 - (a) Be provided in a range of sizes comparable to other units in the development.
 - (b) The number of bedrooms in affordable units shall be in the same proportion as the number of bedrooms in units within the entire development.
 - (c) Generally, be distributed throughout the development and have substantially the same functionality as the other units in the development.

Exhibit KKK

22C.050.010 Purpose.

The purpose of the small farms overlay 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 some encouragement for the preservation of such farms, as well as encouraging good neighbor relations between ~~single-family~~ small farms and adjacent residential and other development. This chapter provides alternative development standards to address unique site characteristics and addresses development opportunities which can exceed the quality of standard developments, by:

- (1) Establishing authority to adopt property-specific development standards for increasing minimum requirements of this code on individual sites; and
- (2) Establishing the small farms overlay zone with alternative standards for special areas designated by the comprehensive plan or neighborhood plans.

Exhibit LLL

22C.050.050 Permitted uses in small farms overlay zone.

The following uses are permitted in the small farms overlay zone:

- (1) Horticulture.
- (2) Floriculture.
- (3) Viticulture.
- (4) Animal husbandry.
- (5) Production of seed, hay and silage.
- (6) Christmas tree farming.
- (7) Aquaculture.
- (8) Roadside stands, subject to the following standards:
 - (a) Roadside stands not exceeding 300 square feet in area.
 - (b) Roadside stands shall be exclusively for the sale of products produced on the premises, from the above listed uses.
 - (c) Space adequate for the parking of a minimum of three vehicles shall be provided adjacent to any stand and not less than 20 feet from any street right-of-way.
- (9) One single-family residence or Middle Housing building~~dwellings~~ per lot shall be allowed pursuant to MMC 22C.010.060 and 22C.010.080, together with accessory structures and uses.

Exhibit MMM

22C.065.060 Single-family and ~~duplex~~ Middle Housing dwelling development standards.

The provisions of this section apply to building permits for single-family dwellings and Middle Housing ~~single-family dwellings when multiple single-family dwellings are on a single lot~~, excluding accessory dwelling units and cottage housing; review will be done through the building permit process.

(1) It is the intent of these development standards that single-family dwellings and Middle Housing be compatible with neighboring properties, friendly to the streetscape, and in scale with the lots upon which they are to be constructed. The director is authorized to promulgate guidelines, graphic representations, and examples of housing designs and methods of construction that do or do not satisfy the intent of these standards.

(2) All residential development shall be designed to front onto streets. Configurations where dwelling units and/or residential lots back up to any street are prohibited. For example, new subdivisions along a street could be configured so that lots fronting on the street feature alley access in the rear or other shared driveway access as approved by the city on the side of the lots. Lot configurations where side yards face the street are acceptable.

(3) Entry. Where lots front on a public street, the house shall have doors and windows which face the street. Houses must have a distinct entry feature such as a porch or weather-covered entryway with an entry feature that is at least 60 square feet with no dimension less than six feet. Where lots front on a common open space or pathway, the requirements for orientation are the same as for a public street.

The director may approve a street orientation or entryway with dimensions different than specified herein; provided, the entry visually articulates the front facade of the dwelling so as to create a distinct entryway, meets setback requirements, provides weather cover, has a minimum dimension of four feet, and is attached to the home.

(4) Alleys.

(a) If the lot abuts an alley, the garage or off-street parking area shall take access from the alley, unless precluded by steep topography. No curb cuts shall be permitted unless access from the alley is precluded by steep topography.

(b) The minimum driveway length may be reduced to between six and zero feet for garages when the following conditions are met:

(i) An alley is provided for access;

(ii) At least one off-street parking space, in addition to any provided in the garage, is provided to serve that dwelling unit and the stall(s) is conveniently located for that particular dwelling; and

(iii) The applicable total parking stall requirement is met.

(c) The rear yard setback may be reduced to zero feet to accommodate the garage.

(d) If the garage does not extend to the property line or alley, the dwelling unit above the garage may be extended to the property line or alley.

(e) Dwellings with a wall facing an alley must provide at least one window facing the alley to allow observation of the alley.

(5) Auto Courts. Autocourts shall comply with the standards set forth in the City's Engineering Design and Development Standards. Where a consolidated road results in superior site design, circulation, safety or access management, autocourts may be required to be minimized and a consolidated public road provided.

~~(a) Auto courts are only allowed in a PRD.~~

~~(b) Auto courts provide ingress and egress to a cluster of no more than six dwellings and access from a nonarterial street. Auto court design must be consistent with the city's design guidelines for auto courts.~~

~~(c) Auto courts shall be no less than 20 feet in width; provided, that if emergency services access is required, the driving surface dimensions will comply with emergency vehicle access requirements.~~

~~(d) Auto courts shall be no greater than 150 feet in length, unless acceptable emergency vehicle turnaround is provided and designed so vehicles will not back onto public streets.~~

~~(e) Driveway length may be reduced to between three feet and six feet for garages when at least two parking spaces are provided for the unit in addition to the garage. The additional parking must be conveniently located to the dwelling.~~

(6) Facade and Driveway Cuts. If there is no alley access and the lot fronts on a public or private street, living space equal to at least 50 percent of the garage facade shall be flush with or projected forward of the garage, and the dwelling shall have entry, window and/or roofline design treatment which emphasizes the house more than the garage. Where materials and/or methods such as modulation, articulation, or other architectural elements such as porches, dormers, gables, or varied roofline heights are utilized, the director or designee may waive or reduce the 50 percent standard. Driveway cuts shall be no more than 80 percent of the lot frontage; provided, that the director or designee may waive the 80 percent maximum if materials and/or methods to deemphasize the driveway, such as ribbon driveways, grasscrete surface, or accent paving, are utilized.

(7) Privacy. Dwellings should be situated to respect the privacy of abutting homes and to create usable yard space for the dwelling(s). Windows should be placed to protect privacy. The review authority shall have the discretion to establish setback requirements that are different than may otherwise be required in order to accomplish these objectives.

(8) Individual Identity. Home individuality shall be achieved by the following:

(a) Avoiding the appearance of a long row of homes by means such as angling houses, varied street setbacks, and varied architectural design features.

(b) Each dwelling unit shall have horizontal or vertical variation within each unit's front building face and between the front building faces of all adjacent units/structures to provide visual diversity and individual identity to each unit. Upon building permit application, a plot plan of the entire structure shall be provided by the builder to show compliance with this requirement. The director or designee shall review and approve or deny the building design, which may incorporate variations in rooflines, setbacks between adjacent buildings, and other structural variations.

(c) The same building plans cannot be utilized on consecutive lots. "Flip-flopping" of plans is not permitted; provided, that upon demonstration to the director that the alteration of building facades would provide comparable visual diversity and individual identity to the dwelling units as different building plans, this provision shall not apply. Materials and/or methods which may be utilized to achieve visual diversity include, but are not limited to, use of differing siding material, building modulations and roofline variations.

(d) Side facades visible from streets or shared accesses shall have siding variation similar to the front façade and windows on a minimum of five (5) percent of the side façade; provided that, the director may allow a reduction in windows where the side façade incorporates other features that provide comparable visual interest.

(9) Landscaping. Landscaping of a size and type consistent with the development must be provided to enhance the streetscape. Landscaping will enhance privacy for dwellings on abutting lots and provide separation and buffering on easement access drives. Landscaping shall consist of two native trees per unit, planted in the front yard, which are at least one and one-half inches in caliper for deciduous or six feet in height for evergreen trees, plus a mixture of trees, shrubs and ground cover as appropriate to the site. All required landscaping shall be installed in accordance with the plans prior to issuance of an occupancy permit. Where applicable, street frontage landscaping shall comply with the city's streetscape plan.

(10) Duplexes and Middle Housing. Duplexes and Middle Housing must be designed to architecturally blend with the surrounding single-family dwellings and not be readily discernible as a duplex or Middle Housing but appear to be a single-family dwelling, or must comply with the individual identity provisions in subsection (8) where distinct units are proposed (e.g. side-by-side duplex or townhouse units).

Exhibit NNN

22C.070.040 East Sunnyside – Whiskey Ridge subarea plan zoning classifications.

The Easy Sunnyside – Whiskey Ridge subarea regulations in this chapter comprise zoning classifications and regulations which are unique to the subarea, except where other regulations in this title are adopted by reference.

Name of East Sunnyside – Whiskey Ridge Subarea Plan Zoning Districts	Symbol
Community Business	CB-WR
Mixed Use	MU-WR
Multifamily-Medium Density Multiple-Family	R-18-WR
Whiskey Ridge, Multifamily Medium Density Multiple-Family WR-R-6-18	WR-R-6-18-WR
Whiskey Ridge, High DensitySingle-Family 4.5-- 8	WR-R-4-8-WR
Single-Family High	R-6.5-WR
Recreation	REC-WR

Exhibit 000

22C.070.100 Open space.

(1) Intent.

- (a) To provide a variety of accessible and inviting pedestrian-oriented areas to attract shoppers to commercial areas and enrich the pedestrian environment.
- (b) To create usable, accessible, and inviting open spaces for residents.
- (c) To create open spaces that enhance the residential setting.



Figure 4-10. Pedestrian-oriented spaces are a critical element of successful commercial and mixed use developments.

(2) Standards and Guidelines.

- (a) Developments are subject to Chapter [22D.020](#) MMC, Parks, Recreation, Open Space and Trail Impact Fees and Mitigation, until otherwise noted.
- (b) Open Space for Nonresidential Uses. Nonresidential uses shall provide pedestrian-oriented space, defined in subsection (2)(c) of this section, in conjunction with new development according to the formula below.
 - (i) Requirement. Two percent of the applicable site plus one percent of the nonresidential building floor area (excluding structured parking areas).
 - (ii) Applicable site refers to that portion of a property or properties that is proposed for development.
 - (iii) For the purposes of this section, all required sidewalks and walkways shall not count as pedestrian-oriented space. However, the director may allow those portions of sidewalks or walkways widened beyond minimum requirements to count towards the required pedestrian-oriented space as long as such space meets the definition of pedestrian-oriented space.

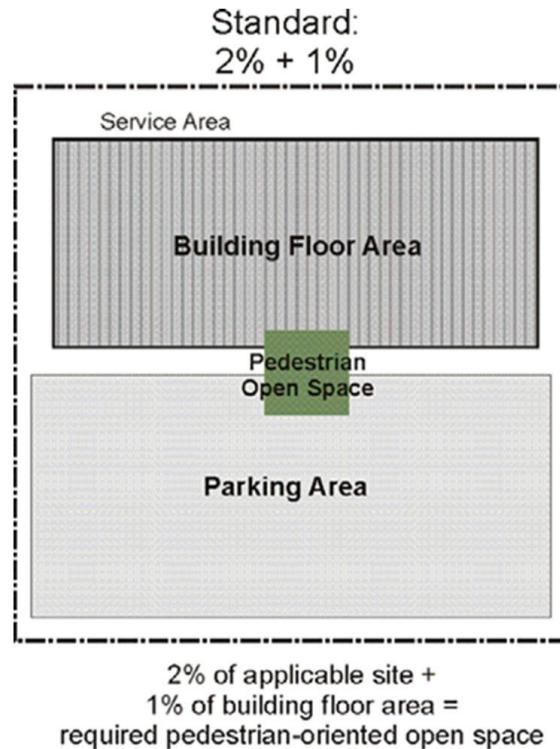


Figure 4-11. An illustration of how much pedestrian-oriented space would be required for a typical grocery store served by surface parking.

(c) Pedestrian-Oriented Spaces. These are predominantly hard-surfaced plaza- or courtyard-type spaces provided with commercial and mixed use buildings.

(i) To qualify as a pedestrian-oriented space, an area shall have:

(A) Pedestrian access to the abutting structures from the street, private drive, or a nonvehicular courtyard.

(B) Paved walking surfaces of either concrete or approved unit paving.

(C) Pedestrian-scaled lighting (no more than 15 feet in height) at a level averaging at least two foot-candles throughout the space. Lighting may be on-site or building-mounted lighting.

(D) At least two linear feet of seating area (bench, ledge, etc.) or one individual seat per 60 square feet of plaza area or open space (up to 50 percent of seats may be movable).

(E) Be sited in areas with significant pedestrian traffic to provide interest and security, such as adjacent to a building entry.

(F) Landscaping components that add seasonal interest to the space. The following features are encouraged in pedestrian-oriented space and may be required by the director for a space to meet the intent of the standards and guidelines.



Figure 4-12. Pedestrian-oriented space in front of a grocery store.



Figure 4-13. Pedestrian-oriented space in a shopping.

(ii) The following features are encouraged in pedestrian-oriented space and may be required by the director for a space to meet the intent of the standards and guidelines:

(A) Pedestrian amenities, such as a water feature, drinking fountain, tables, and/or distinctive paving or artwork.

(B) A pedestrian-oriented building facade on some or all buildings facing the space.

(C) Consideration of the sun angle at noon and the wind pattern in the design of the open space.

(D) Transitional zones along building edges to allow for outdoor eating areas and a planted buffer.



Figure 4-14. Examples of pedestrian-oriented spaces.

(iii) The following features are prohibited within pedestrian-oriented space:

- (A) Asphalt or gravel pavement.
- (B) Adjacent unscreened parking lots.
- (C) Adjacent chain link fences.
- (D) Adjacent blank walls.
- (E) Adjacent unscreened dumpsters or service areas.
- (F) Outdoor storage or retail sales that do not contribute to the pedestrian.

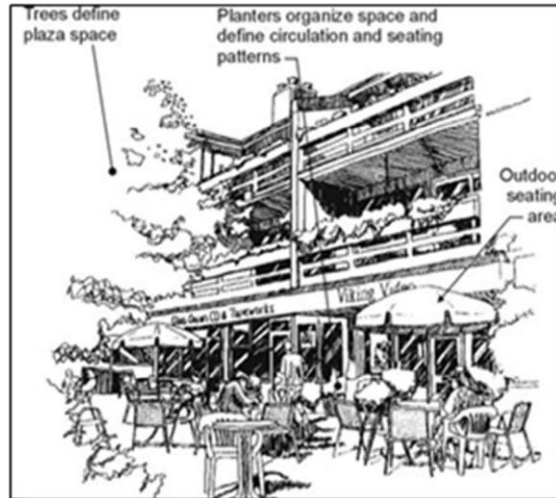


Figure 4-15. Pedestrian-oriented space example.

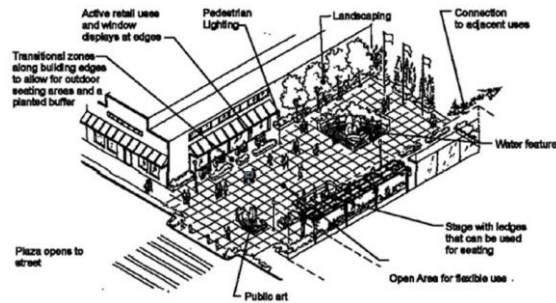


Figure 4-16. Large example of pedestrian-oriented space.

(d) Multifamily Open Space. Multifamily residential uses shall provide open space equivalent to at least 20 percent of the building's livable floor area. The required area may be satisfied with one or more of the elements listed below:

(i) Common open space accessible to all residents shall count for up to 100 percent of the required open space. This includes landscaped courtyards or decks, gardens with pathways, children's play areas, or other multipurpose recreational and/or green spaces. Special requirements and recommendations for common spaces include the following:

(A) Space shall be large enough to provide functional leisure or recreational activity per the director. For example, long narrow spaces (less than 20 feet wide) rarely, if ever, can function as usable common space.

(B) Consider space as a focal point of development.

(C) Space (particularly children's play areas) shall be visible from dwelling units and positioned near pedestrian activity.

(D) Space shall feature paths, plantings, seating, lighting and other pedestrian amenities to make the area more functional and enjoyable.

(E) Individual entries shall be provided onto common open space from adjacent ground floor residential units. Small, semi-private open spaces for adjacent ground floor units that maintain visual access to the common area are strongly encouraged to enliven the space.

Figure 4-17. A residential courtyard providing semi-private patio spaces adjacent to individual units.



(F) Separate common space from ground floor windows, streets, service areas and parking lots with landscaping and/or



low-level fencing, where desirable.

Figure 4-18. Common open space for a townhouse development.

(G) Space should be oriented to receive sunlight, facing east, west, or (preferably) south, when possible.

(H) Required setbacks, landscaping, driveways, parking, or other vehicular use areas shall not be counted toward the common space requirement.

(I) Rooftop decks shall not be considered as common open space for the purpose of calculating.



Figure 4-19. A courtyard for a mixed use development providing an amenity to residents and the adjacent coffee shop.

(ii) Individual balconies may be used to meet up to 50 percent of the required open space. To qualify as open space, balconies shall be at least 35 square feet, with no dimension less than four feet, to provide a space usable for human activity.



Figure 4-20. Balconies provide private, usable open space for residents.

(iii) Natural areas that function as an amenity to the development may count for up to 50 percent of the required open space, subject to the following requirements and recommendations:

(A) The natural area shall be accessible to all residents. For example, safe and attractive trails provided along or through the natural area where they could serve as a major amenity to the development.

(B) Steep slopes, wetlands, or similar unbuildable areas shall not be counted in the calculations for required open space unless they provide a visual amenity for all units, as determined by the director.

(iv) Stormwater retention areas may be counted for up to 50 percent of the required open space if the facility has natural looking edges, natural vegetation, and no fencing except along the property line. The design of such areas shall go well beyond functional stormwater requirements per the director in terms of the area involved and the quality of landscaping and resident amenities. The side slope of the stormwater facilities shall not exceed a grade of 1:3 (one vertical to three horizontal) unless slopes are existing, natural, and covered with vegetation.

(v) Children's play equipment and recreational activity space for children and/or teens and parent seating areas are encouraged in residential complexes with 20 or more units. Exceptions: age-restricted senior citizen housing, developments located within one-quarter mile of a public park that features a play area, mixed use developments, and



developments reserved for student housing.

Figure 4-21. Children's play area incorporated into a multifamily development.

(e) Townhouse, Middle Housing, and Ground-based Multifamily Open Space. Townhouses, Middle Housing, and ~~other~~ ground based multifamily residential units with individual exterior entries must provide at least 200 square feet of private open space per dwelling unit adjacent to, and directly accessible from each dwelling unit. This may include private balconies, individual rear yards, landscaped front yards, and covered front porch areas. Exception: Common open space designed per subsection (2)(d)(i) of this section may substitute for up to 50 percent of each unit's required private or semi-private open space on a square foot per square foot basis.



Figure 4-22. These townhouses provide balconies and semi-private yard space.

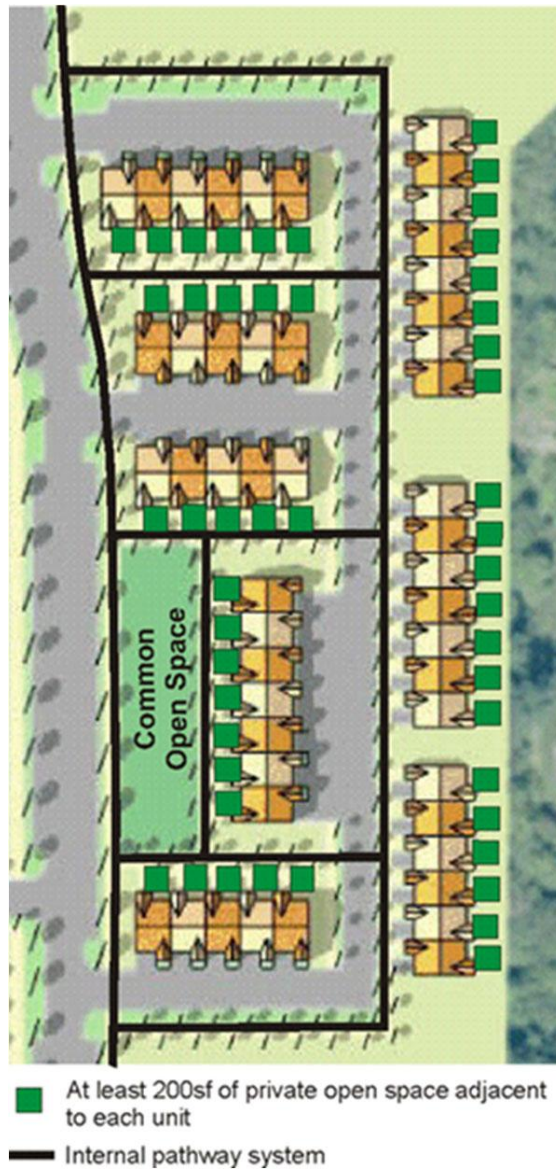


Figure 4-23. Example townhouse configuration with a combination of private open spaces adjacent to units and larger common open space accessible to all units.

Exhibit PPP

22C.070.130 Parking.

(1) Intent.

- (a) To provide flexibility in how developments accommodate parking.
- (b) To maintain active pedestrian environments along streets by placing parking lots primarily in back of buildings.
- (c) To ensure safety of users of parking areas, increase convenience to businesses, and reduce the impact of parking lots wherever possible.
- (d) To physically and visually integrate parking garages with other uses.
- (e) To reduce the overall impact of parking garages when they are located in proximity to the designated pedestrian environment.

(2) Standards and Guidelines.

(a) The standards pertaining to the required number of auto parking spaces, bicycle parking spaces, parking lot placement, parking lot setbacks and internal parking lot pedestrian connections are stated in Chapter 22C.130 MMC, Parking and Loading.

(b) ~~(a)~~ On-Street Parking Spaces. On-street parking spaces adjacent to commercial uses shall count towards off-street parking requirements.

~~(b)~~(c) Shared Parking. Shared parking between and among uses is encouraged and shall be permitted in accordance with Chapter 22C.130 MMC. Coordination between different uses and property owners to provide for shared structured parking facilities is encouraged.

~~(c)~~(d) Parking Lots at Intersections. Parking lots shall not be located adjacent to intersections. Exceptions may be granted by the director where alternative design treatments, such as special landscaping and architectural components adjacent to the street corner, enhance the visual character of the street and the pedestrian environment and where the project meets all other applicable design standards and guidelines.

~~(d)~~(e) Parking Structure Standards.

(i) Parking structures adjacent to 87th ~~Street~~ Avenue shall provide space for ground-floor commercial uses along street frontages for a minimum of 75 percent of the frontage width.

(ii) Parking structures adjacent to streets and not featuring a pedestrian-oriented facade shall be set back at least 10 feet from the sidewalk and feature landscaping between the sidewalk and the structure. This shall include a combination of evergreen and deciduous trees, shrubs, and groundcover. Alternative measures shall be considered, provided the treatment meets the intent of the standards and guidelines.

(iii) Parking garage entries shall be designed and sited to complement, not subordinate, the pedestrian entry. If possible, locate the parking entry away from the primary street, to either the side or rear of the building.

(iv) Parking within the building should be enclosed or screened through any combination of landscaping berms, walls, decorative grilles, or trellis work with landscaping. Facade openings that resemble windows can be attractive and are permitted at the ground and upper levels.

(v) Parking garages visible from a street shall be designed to be complementary with adjacent buildings on site. This can be accomplished by using similar building forms, materials, fenestration patterns, and/or details to enhance garages.

(vi) An unbroken series of garage doors is not permitted on any street frontage.



Figure 5-2. A good example of a parking garage entrance for a mixed use development.

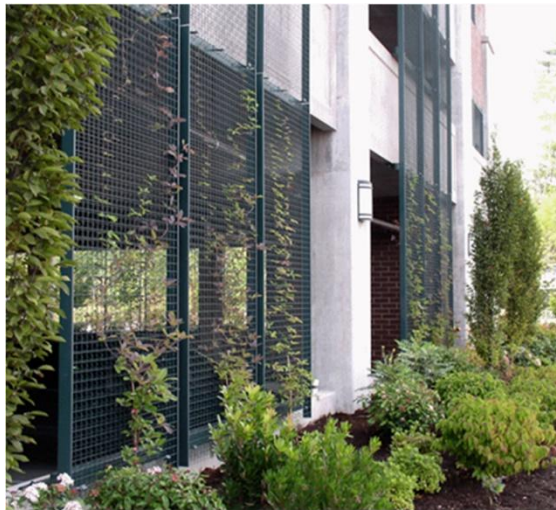


Figure 5-3. A good parking garage example with landscaping elements to screen cars and provide visual interest.

Exhibit QQQ

22C.080.120 Uses permitted in downtown Marysville zones.

(1) Interpretation of Permitted Use Table. The permitted use table in this section determines whether a use is allowed in a zone. The name of the zone is located on the vertical column and the use is located on the horizontal row of these tables.

(a) Permitted Use (P). If the letter "P" appears in the box at the intersection of the column and the row, the use is permitted in the zone. These uses are allowed if they comply with the development standards and other standards of this chapter.

(b) Conditional Use (C). If the letter "C" appears in the box at the intersection of the column and the row, the use is allowed subject to the conditional use review process and approval criteria as stated in Chapter [22G.010](#) MMC, conditional use approval criteria for that use, the development standards and other standards of this chapter.

(c) Use Not Permitted (). Where no symbol appears in the box at the intersection of the column and the row, the use is not permitted in that zone, except for certain temporary uses.

(d) For uses containing a superscript letter (X), refer to the applicable condition in the "Additional Provisions" column to the right.

(e) Additional Provisions. The references, notes, and/or standards in the "Additional Provisions" column apply to all such permitted uses, except for those that apply to particular zones as noted in subsection (1)(d) of this section.

(f) For uses containing a superscript letter (Y) or (Z), refer to the "Notes" that are at the top of the "Nonresidential Uses" section.

(g) Unclassified Uses. See MMC [22A.010.070](#).

(2) Permitted Use Table. Table 22C.080.120 provides the list of permitted uses in downtown Marysville zones.

Table 22C.080.120

Permitted Use Table for Downtown Marysville Zones

Table legend: P = Permitted use C = Conditional use No letter = Use not permitted								
Use Categories	DC	MS	F	FR	MMF^Y	MH1	MH2^Z	Additional Provisions
Residential Uses								
Dwelling Units, Types								
<i>Note: Residential uses are not allowed on the ground floor facing a designated active ground floor block frontage (see MMC 22C.080.320). Lobbies for multifamily uses and live-work dwelling units are an exception, provided the units meet the standards in MMC 22C.080.320.</i>								

Table 22C.080.120

Permitted Use Table for Downtown Marysville Zones

Table legend: P = Permitted use C = Conditional use No letter = Use not permitted								
Use Categories	DC	MS	F	FR	MMF^Y	MH1	MH2^Z	Additional Provisions
Single detached								Single detached dwellings are limited to those established on or prior to September 27, 2021, and are subject to the provisions of Chapter 22C.100 MMC, Nonconforming Situations.
Duplex				P	P	P	P	
<u>Middle Housing</u>				<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	
Townhouse	P	P		P	P	P	P	
Multifamily	P	P ^X	P ^X	P	P		P	^X Multifamily must be above a ground-floor commercial use in the MS and F zones. In the F zone, the director may reduce the ground-floor commercial requirement to 20 percent of the ground-floor square footage to enable first-floor parking structures; provided, that commercial uses shall be along the designated block frontage or frontages, or on the highest priority roadway, as determined by the director based on a review of existing and proposed land uses and structure orientations.
Senior citizen assisted	P			C	P	C	C	
Group Residences								
Adult family home	P	P	P	P	P	P	P	Permitted within a single detached dwelling in existence as of September 27, 2021 Use is subject to obtaining a state license in accordance with Chapter 70.128 RCW
Home, rest, convalescent, or for the aged	P				P			
Residential care facilities	P	P	P	P	P	P	P	
Enhanced services facilities	P		P	P				Enhanced services facilities are limited to the areas depicted in MMC 22C.280.050 , Figure 1 In the DC zone, enhanced services facilities shall be located above a permitted ground floor commercial use See Chapter 22C.280 MMC for enhanced services facility regulations
Transitional housing facilities	P	P	P	P	P	P	P	Provide an operations plan as outlined in MMC 22C.010.070 (53) and 22C.020.070 (79)

Table 22C.080.120

Permitted Use Table for Downtown Marysville Zones

Table legend: P = Permitted use C = Conditional use No letter = Use not permitted								
Use Categories	DC	MS	F	FR	MMF^Y	MH1	MH2^Z	Additional Provisions
Permanent supportive housing	P	P	P	P	P	P	P	Provide an operations plan as outlined in MMC 22C.010.070 (53) and 22C.020.070 (79)
Emergency housing	P, C	P, C	P, C	P, C				All facilities are subject to the regulations set forth in Chapter 22C.290 MMC, Emergency Housing and Shelters. Facilities with 30 or more residents require a conditional use permit
Emergency shelters – indoor	P, C	P, C	P, C	P, C				All facilities are subject to the regulations set forth in Chapter 22C.290 MMC, Emergency Housing and Shelters. Facilities with 30 or more residents require a conditional use permit
Residential Accessory Uses								
Dwelling units, accessory						P	P	MMC 22C.180.030
Home occupations	P	P	P	P	P	P	P	Chapter 22C.190 MMC No signage is permitted in townhouse or multifamily buildings
Other residential accessory uses	P	P	P	P	P	P	P	Uses accessory to permitted principal uses may be pursued as authorized by the director
Nonresidential Uses								
Notes: ^Y In the midrise multifamily (MMF) zone, commercial is allowed for properties abutting Third and Fourth Streets, but is limited to a ground floor element of a mixed use building for other properties within this zone. ^Z In the middle housing 2 (MH2) zone, commercial is not allowed except as a ground floor element of a mixed use building located along an arterial street, and is limited to uses that serve the immediate needs of the neighborhood.								
Amusement and entertainment	P	P ^X	P	P				Operations shall be conducted entirely indoors ^X Excludes shooting ranges
Cultural, as listed below based on gross floor area (GFA):								
<10,000 sf GFA	P	P	P	P	C	C	C	
10,000 – 20,000 sf GFA	P	C	P	P	C		C	
>20,000 sf GFA	P		P	P	C			

Table 22C.080.120

Permitted Use Table for Downtown Marysville Zones

Table legend: P = Permitted use C = Conditional use No letter = Use not permitted								
Use Categories	DC	MS	F	FR	MMF^Y	MH1	MH2^Z	Additional Provisions
Dancing, music and art center	P	C ^X	P	P				^X Use conditionally permitted with 10,000 – 20,000 sf GFA and prohibited over 20,000 sf GFA
Day care, as listed below:								Day cares are defined in MMC 22A.020.050 and are subject to all state licensing requirements. ^X Only as an accessory to residential use and subject to the criteria set forth in Chapter 22C.200 MMC
Day care I	P ^X	P ^X	P ^X	P ^X	P ^X	P ^X	P ^X	
Day care II	P	P	P	C	C		C	
Drive-through, principal or accessory								Drive-through is defined in MMC 22A.020.050
Education services	P	P	P	P	C	C	C	
Electric vehicular charging station	P	P	P	P	P	P	P	
Electric vehicular battery exchange			P	P				
Essential public facilities	C	C	C	C	C	C	C	See Chapter 22G.070 MMC for the siting process for essential public facilities
General service uses, except those listed below:	P	P	P	P				Operations shall be conducted entirely indoors
Small boat sales, rental and repair, equipment rentals, vehicle repair, commercial vehicle repair, car wash, self-storage								
Government services, except as listed below:	P	P	P	P	P	P	P	
Public safety facilities, including police and fire	C	C	C	C	C	C	C	All buildings shall maintain a 20-foot setback from adjoining residential zones Any buildings from which firefighting equipment emerges onto a street shall maintain a distance of 35 feet from such street
Health services, except as listed below:	P	P	P	P	P			
Hospital	C		C	C				Pick-up and drop-off areas are permitted if determined by the director to be needed for

Table 22C.080.120

Permitted Use Table for Downtown Marysville Zones

Table legend: P = Permitted use C = Conditional use No letter = Use not permitted								
Use Categories	DC	MS	F	FR	MMF^Y	MH1	MH2^Z	Additional Provisions
								safe and efficient hospital operations and may be subject to a screening plan.
Heavy service uses, except those listed below:			C					
Commercial vehicle storage, automotive rental and leasing								
Light industrial/manufacturing	P		P					Operations shall be conducted entirely indoors
Artisan manufacturing	P	P	P	P				Operations shall be conducted entirely indoors
Nursery	p ^x		P	P				^x Retail only
Park, community center	P	P	P	P	P	P	P	
Parking lot	P		P					Stand-alone parking lots are only allowed in the listed zones. Parking lots accessory to a residential or nonresidential use are permitted in all zones.
Personal services use	P	P	P	P				Operations shall be conducted entirely indoors
Professional office	P	P	P	P	P			
Marina, dock and boathouse – private and noncommercial, boat launch	P		P	P				
Retail uses, as listed below and based on gross floor area (GFA)/individual use:								Excludes retail uses with exterior sales and/or storage areas. Drive-throughs are prohibited
<2,500 sf GFA	P	P	P	P	P		C	
2,500 – 20,000 sf GFA	P	P	P	P				
20,001 – 50,000 sf GFA	P	C	P	P				
>50,000 sf GFA	P	C	P	P				
Special retail sales uses:								
Eating and drinking places	P	P	P	P	C			Drive-throughs are prohibited

Table 22C.080.120

Permitted Use Table for Downtown Marysville Zones

Permitted Use Table for Downtown Maryland Zones								
Table legend: P = Permitted use C = Conditional use No letter = Use not permitted								
Use Categories	DC	MS	F	FR	MMF ^Y	MH1	MH2 ^Z	Additional Provisions
Gas station	P		P	P				
Heavy retail, except as listed below			C					
Motor vehicle and boat dealer, and heavy equipment sales								
State-licensed marijuana facilities								
Temporary lodging	P	P	P	P				
Temporary uses	See Chapter 22C.110 MMC							
Regional Uses								
Regional uses, except as listed below:								
College	P		P	P	C		C	
Transit park and pool lot	P		P	P	P		P	
Opiate substitution treatment program facilities	P		P	P				MMC 22C.080.150
Jail	C		C	C				
Regional storm water facility	C		C	C	C	C	C	
Public agency training facility	C		C	C				Except weapons armories and outdoor shooting ranges
Nonhydroelectric generation facility	C		C	C	C	C	C	
Wireless communication facility	P, C	P, C	P, C	P, C	P, C	P, C	P, C	Subject to Chapter 22C.250 MMC and the small cell wireless design district provisions in MMC 22C.250.120 .
Nonresidential Accessory Uses								
Nonresidential accessory uses	P	P	P	P	P	P	P	Uses accessory to permitted principal uses may be pursued as authorized by the director.

Exhibit RRR

22C.080.230 Parking and loading.

The provisions herein supplement the off-street parking provisions in Chapter [22C.130](#) MMC, Parking and Loading. Where there is a conflict, the provisions herein apply.

(1) Tandem Parking. Tandem parking is allowed for individual dwelling units, and may be used to meet minimum parking standards.

(2) Minimum Number of Parking Spaces Required. The minimum number of parking spaces for all zones and use categories is stated in Table 22C.080.230.

(a) The number of parking spaces is computed based on the uses on the site. When there is more than one use on a site, the required parking for the site is the sum of the required parking for the individual uses. If the parking calculation used to determine parking requirements results in a fraction greater than or equal to one-half, parking shall be provided equal to the next highest whole number.

(b) Special cases are indicated by the term "director decision," in which case parking requirements shall be established by the director. For determination by the director, the applicant shall supply one of the following:

(i) Documentation regarding actual parking demand for the proposed use.

(ii) Technical studies prepared by a qualified professional relating to the parking need for the proposed use.

(iii) Documentation of parking requirements for the proposed use from other comparable jurisdictions.

(iv) For unclassified uses, refer to MMC [22C.130.030](#)(2)(i).

(c) Parking may be waived by the director for expansion of existing commercial uses requiring less than 10 spaces.

(d) For commercial uses requiring more than 10 spaces, the director may approve a 50 percent parking reduction if the applicant can demonstrate that adequate on-street parking facilities exist within 400 feet of the proposed use. In approving a parking reduction, the director may require improvement of existing, or dedicated, right-of-way to meet the intent of the downtown master plan by providing improved parking, walkways and access.

(e) Some developments within one-quarter mile of frequent transit may be eligible for a parking minimum exception or reduction per House Bill 1923, modified by House Bill 2343.

Table 22C.080.230

Minimum Required Off-Street Parking Spaces		
Use Categories	Minimum number of off-street parking spaces	Additional Provisions
NONRESIDENTIAL (spaces per square foot of gross floor area, unless otherwise noted)		

Table 22C.080.230

Minimum Required Off-Street Parking Spaces

Use Categories	Minimum number of off-street parking spaces	Additional Provisions
Education services	5 plus 1 per staff (elementary and junior high); 1 per 10 students plus 1 per staff (high school); and 1 per staff plus 1 per each 2 students (commercial/vocational schools)	
Eating and drinking establishments	1/400 sf	No parking is required for uses in a new building with less than 10,000 sf gross floor area in the Main Street (MS) zone
Government services, general		
Health and social services		
Recreation, culture and entertainment, indoor		
Banks and professional office	1/500 sf	No parking is required for uses in a new building with less than 10,000 sf gross floor area in the Main Street (MS) zone
Personal services use		
Retail uses		
Hotels and motels	1/unit or suite	
General services, heavy services and heavy retail	1/600 sf	
Artisan manufacturing	1/750 sf	
Manufacturing, except artisan manufacturing	1/1,000 sf	Office areas are subject to the professional office space parking requirement
Uses not otherwise categorized	Director’s decision.	
RESIDENTIAL (spaces per dwelling unit)		
Single-family, duplex and townhome (excluding Middle Housing)	2.0	
Middle Housing	See MMC 22C.130, Table 1	This parking standard applies to housing meeting the definition of Middle Housing in MMC 22A.020.140
Accessory dwelling unit	1.0	No parking is required within one-quarter mile of a major transit stop
Multifamily dwelling unit		
Studio	1.0	
1 bedroom	1.25	
2 bedrooms or more	1.5	

Exhibit SSS

MMC 22C.090.020 Permitted locations of residential density incentives.

Residential density incentives (RDI) shall be used only on sites served by public sewers and only in the following zones:

(1) In R-4.5 through R-8 zones when a Planned Residential Development is proposed;

~~(1)(2) In R-12 through R-28 zones;~~

~~(2) Planned residential developments;~~

(3) In MU, CB and GC zones; and

(4) In single family, multi-family, SF, MF, and MU zones within the Whiskey Ridge master plan; ~~and~~

~~(5) DC, MS, F, FR, MMF, MH1, MH2 zones within the downtown master plan.~~

Exhibit TTT

22C.090.030 Public benefits and density incentives.

(1) The public benefits eligible to earn increased densities, and the maximum incentive to be earned by each benefit, are set forth in subsection (4) of this section. The density incentive is expressed as additional bonus dwelling units or lots (or fractions of dwelling units or lots) earned per amount of public benefit provided. Where a range is specified, the earned credit will be determined by the community development director during project review.

(2) Bonus dwelling units or lots may be earned through any combination of the listed public benefits. Substantially similar benefits cannot be applied to the same area or improvement type within a development, unless approved by the director.

(3) Residential developments with property-specific development standards requiring any public benefit enumerated in this chapter shall be eligible to earn bonus dwelling units or lots as set forth in subsection (4) of this section when the public benefits provided exceed the basic development standards of this title. When a development is located in a special overlay district, bonus units or lots may be earned if the development provides public benefits exceeding corresponding standards of the special district.

(4) In single family zones, bonus lots can be earned. Bonus lots may only be earned for the benefits where lots are specifically referenced.

(5) In multi-family zones, bonus lots can be earned when single family or Middle Housing are proposed, and bonus units can be earned when multi-family or townhouse developments are proposed.

~~(4)~~(6) The following are the public benefits eligible to earn density incentives through RDI review:

Benefit	Density Incentive
1. Affordable Housing a. Benefit units consisting of rental housing permanently priced to serve nonelderly low-income households (i.e., no greater than 30 percent of gross income for household at or below 50 percent of Snohomish County median income, adjusted for household size). A covenant on the site that specifies the income level being served, rent levels and requirements for reporting to the city shall be recorded at final approval.	1.5 bonus units per benefit, up to a maximum of 30 low-income units per five acres of site area; projects on sites of less than five acres shall be limited to 30 low-income units.
b. Benefit units consisting of rental housing designed and permanently priced to serve low-income senior citizens (i.e., no greater than 30 percent of gross income for one- or two-person households, one member of which is 62 years of age or older, with incomes at or below 50 percent of Snohomish County median income, adjusted for household size). A covenant on the site that specifies the income level being served, rent levels and requirements for reporting to the city of Marysville shall be recorded at final approval.	1.5 bonus units per benefit, up to a maximum of 60 low-income units per five acres of site area; projects on sites of less than five acres shall be limited to 60 low-income units.

Benefit	Density Incentive
c. Benefit units consisting of mobile home park space or pad reserved for the relocation of an insignia or noninsignia mobile home that has been or will be displaced due to closure of a mobile home park located in the city of Marysville.	1.0 bonus unit per benefit unit.
2. Public Facilities (Schools, Public Buildings or Offices, Trails and Active Parks)	
a. Dedication of public facilities site or trail right-of-way meeting city of Marysville or agency location and size standards for the proposed facility type.	10 bonus units <u>or lots</u> per usable acre of public facility land or one-quarter mile of trail exceeding the minimum requirements outlined in other sections of this title.
b. Improvement of dedicated public facility site to city of Marysville standards for the proposed facility type.	2 – 10 (range dependent on facility improvements) bonus units <u>or lots</u> per acre of improvement. If the applicant is dedicating the site of the improvements, the bonus units earned by improvements shall be added to the bonus units earned by the dedication.
c. Improvement of dedicated trail segment to city of Marysville standards.	1.8 bonus units <u>or lots</u> per one-quarter mile of trail constructed to city standard for pedestrian trails; or 2.5 bonus units <u>or lots</u> per one-quarter mile of trail constructed to city standard for multipurpose trails (pedestrian/bicycle/equestrian). Shorter segments shall be awarded bonus units on a pro rata basis. If the applicant is dedicating the site of the improvements, the bonus units earned by improvements shall be added to the bonus units earned by the dedication.
d. Dedication of open space, meeting city of Marysville acquisition standards, to the city, county or a qualified public or private organization such as a nature conservancy.	2 bonus units <u>or lots</u> per acre of open space.
3. Community Image and Identity	
a. Contribution towards an identified capital improvement project, including, but not limited to, parks, roadways, bicycle facilities, pedestrian facilities, multi-use trails, gateway sign, etc.	\$25,000 per bonus unit <u>or lot</u> . Bonus units <u>or lots</u> may only be claimed in whole numbers or 0.5 bonus unit <u>or lot</u> increments.
4. Historic Preservation	
a. Dedication of a site containing an historic landmark to the city of Marysville or a qualifying nonprofit organization capable of restoring and/or maintaining the premises to standards set by Washington State Office of Archaeology and Historic Preservation.	0.5 bonus unit <u>or lot</u> per acre of historic site.
b. Restoration of a site or structure designated as an historic landmark.	0.5 bonus unit <u>or lot</u> per acre of site or 1,000 square feet of floor area of building restored.
5. Locational/Mixed Use	
a. Developments located within one-quarter mile of transit routes, and within one mile of	5 percent increase above the base density of the zone.

Benefit	Density Incentive
fire and police stations, medical, shopping, and other community services.	
b. Mixed use developments over one acre in size having a combination of commercial and residential uses.	10 percent increase above the base density of the zone.
6. Storm Drainage Facilities Dual use retention/detention facilities.	
a. Developments that incorporate active recreation facilities that utilize the storm water facility tract.	5 bonus units <u>or lots</u> per acre of the storm water facility tract used for active recreation.
b. Developments that incorporate passive recreation facilities that utilize the storm water facility tract.	2 bonus units <u>or lots</u> per acre of the storm water facility tract used for passive recreation.
7. Project Design	
a. Preservation of substantial overstory vegetation (not included within a required NGPA). No increase in permitted density shall be permitted for sites that have been cleared of evergreen trees within two years prior to the date of application for land use approval. Density increases granted which were based upon preservation of existing trees shall be forfeited if such trees are removed between the time of preliminary and final approval and issuance of building permits.	5 percent increase above the base density of the zone.
b. Retention or creation of a perimeter buffer, composed of existing trees and vegetation, or additional plantings, in order to improve design or compatibility between neighboring land uses.	1 bonus unit <u>or lot</u> per 500 lineal feet of perimeter buffer retained, enhanced or created (when not otherwise required by city code).
c. Installation of perimeter fencing and landscaping, at least six feet in width, in order to improve design or compatibility between neighboring land uses. - This benefit shall not be pursued when any of the following circumstances apply: (i) fencing or landscaping is otherwise required by code, or (ii) landscaping is voluntarily provided in order to deviate from other code requirements.	1 bonus unit per 500 lineal feet of perimeter fencing or landscaping installed (when not otherwise required by code).
d.c. Project area assembly involving 20 acres or more, incorporating a mixture of housing types (detached/attached) and densities.	10 percent increase above the base density of the zone.
ed. Private park and open space facilities integrated into project design.	5 bonus units <u>or lots</u> per improved acre of park and open space area. Ongoing facility maintenance provisions are required as part of RDI approval.
fe. Enhanced entry landscaping.	1 bonus unit <u>or lot</u> per 2,500 square feet of additional enhanced entry landscaped area (when not otherwise required by code). A minimum of 1,000 square feet of entry landscaping of exceptional, outstanding or

Benefit	Density Incentive
	unique design, as determined by the director, must be provided in order to qualify for this benefit.
8. Green Building a. Construction of a certified Leader in Energy and Environmental Design (LEED) Gold or better rating, Evergreen Sustainable Development Standard (ESDS), Built Green 4-Star or better rating, or other equivalent certified energy efficient unit as approved by the director. Certification due 120 days after final building inspections granted, or a certificate of occupancy is issued.	0.20 bonus unit <u>or lot</u> for each certified unit constructed.

~~(5)~~ (6) All benefits shall be completed prior to final subdivision, short subdivision, or binding site plan being recorded, or prior to granting a certificate of occupancy, unless otherwise specified in subsection (4) of this section.

Exhibit UUU

22C.090.040 Rules for calculating bonus units for open space and recreational areas.

To qualify as bonus units or lots, the recreational area (i.e., acreage or square feet) or amenities listed in this section must be provided in excess of the recreational area or amenities otherwise required for the development.

(1) The applicant must clearly delineate and identify on the site and/or landscape plans which areas or amenities are proposed to satisfy the standard code requirements for the development, and which areas or amenities are proposed in excess of the standard code requirements to earn bonus units or lots.

(a) Area. If additional land area (i.e., acreage or square feet) is provided for open space in excess of the standard code requirements, the applicant shall earn bonus units or lots for the area (i.e., acreage or square feet) provided in excess of the standard code requirements for the project type. Passive and active open space shall be credited at the rates outlined in MMC [22C.090.030](#)(4).

(b) Amenities. If an open space area provides additional amenities in excess of the standard code requirements, the applicant shall earn bonus units or lots for the area or areas where additional amenities are provided. The applicant shall first calculate the amenities that are required for the project type. Additional amenities must be provided as described in subsections (2) and (3) of this section.

(2) Active recreation features qualifying for a density bonus shall include:

(a) One or more of the following per half acre of open space:

- (i) Multipurpose, basketball, tennis, pickleball, or similar courts or half-courts;
- (ii) Skateboard facilities;
- (iii) Baseball, football, soccer, or similar fields;
- (iv) Large tot lot with play equipment (soft surface); or
- (v) Any other active recreation use approved by the director.

(b) Two or more of the following per half acre of open space:

- (i) ~~Disc golf~~, gGolf, or mini golf course;
- (ii) ~~Horseshoes~~, bBocce, or similar lawn games;
- (iii) Volleyball or similar net sports;
- (iv) Small tot lot with play equipment (soft surface); or
- (v) Any other active recreation use approved by the director.

(3) Passive recreation qualifying for a density bonus shall include one or more of the following per half acre of open space:

- (a) Open play areas when active amenities are not provided;
- (b) Pedestrian or bicycle paths;
- (c) Picnic areas with tables and benches;
- (d) Gazebos, benches and other resident gathering areas;
- (e) Community gardens or areas with enhanced landscaping;
- (f) Nature interpretive areas;
- (g) Waterfalls, fountains, or other water features; or
- (h) Any other passive recreation use approved by the director.

(4) Dual use storm water retention/detention and recreation facilities shall meet the following design criteria:

- (a) The facility shall be designed with emphasis as a recreation area, not a storm water control structure, and shall be designed as usable open recreation area.
- (b) Control structures shall not be prominently placed. Care should be taken to blend them into the perimeter of the recreation area.
- (c) The number of accesses shall be minimized, and the accesses shall be designed to serve as both an access and an amenity to qualify as open space. The following are examples of access treatments that would qualify as open space:
 - (i) Grasscrete or equivalent;
 - (ii) Decorative pavers; or
 - (iii) Concrete or asphalt with a dual use including, but not limited to, sport court, hopscotch, meandering paved trails, etc.

Exhibit VVV

22C.090.050 Rules for calculating total permitted dwelling units.

The total dwelling units or lots permitted through RDI review shall be calculated using the following steps:

- (1) Calculate the number of dwellings or lots permitted by the base density of the site in accordance with Chapters [22C.010](#) and [22C.020](#) MMC;
- (2) Calculate the total number of bonus dwelling units or lots earned by providing the public benefits listed in MMC [22C.090.030](#);
- (3) Add the number of bonus dwelling units or lots earned to the number of dwelling units or lots permitted by the base density;
- (4) Round fractional dwelling units or lots down to the nearest whole number; and
- (5) On sites with more than one zone or zone density, the maximum density shall be calculated for the site area of each zone. Bonus units or lots may be reallocated within the zone in the same manner set forth for base units or lots in MMC [22C.010.230](#) and [22C.020.200](#).

Exhibit WWW

22C.090.060 Review process.

(1) All RDI proposals shall be reviewed concurrently with the underlying land use project as follows:

(a) For the purpose of this section, the underlying land use project is defined as a proposed subdivision or short subdivision, binding site plan, site plan, or conditional use permit review;

(b) When the underlying land use project requires a public hearing, the hearing examiner shall consider and make a consolidated decision on the proposed project and use of RDI;

(c) When the underlying land use project does not require a public hearing, the community development director shall consider and make a consolidated decision on the proposed project and use of RDI;

(d) The community development director may approve revisions to the RDI proposal approved under subsections (1)(b) and (c) of this section, as necessary, consistent with MMC [22G.010.260](#);

(e) The notice for the underlying land use project shall include a description of the proposed RDI public benefit(s), the project's density, and the number of bonus units or lots to be earned.

(2) RDI applications that propose to earn bonus units or lots by dedicating real property or public facilities shall include a letter from the applicable receiving agency certifying that the proposed dedication qualifies for the density incentive and will be accepted by the agency or other qualifying organization. The city of Marysville shall also approve all proposals prior to granting density incentives to the project. The proposal must meet the intent of the RDI chapter and be consistent with the city of Marysville comprehensive plan.

(3) The following are required for RDI applications that propose to earn bonus units or lots using green building techniques:

(a) At the time of preliminary land use (subdivision, short subdivision, binding site plan or site plan) application, the applicant shall:

(i) Identify the green building program being used, and the name of the third-party reviewer, if applicable;

(ii) Identify the lots that will use the green building techniques; and

(iii) Provide a completed draft green building program (e.g., Built Green) checklist identifying the green building techniques to be used.

(b) At the time of building permit application, the applicant shall:

(i) Check the "green building" box on the combined building permit application;

(ii) Provide the name of the green building program being used, and the name of the third-party reviewer, if applicable; and

- (iii) Provide a completed green building program checklist identifying the green building techniques to be used with each house model.
- (d) Within 120 days of final building inspections being granted, or a certificate of occupancy being issued, the applicant shall provide the city with a copy of the green building certification.

Exhibit XXX

22C.090.070 Minor adjustments in final site plans.

When issuing building permits in an approved RDI development, the department may allow minor adjustments in the approved site plan involving the location or dimensions of buildings or landscaping, provided such adjustments shall not:

- (1) Increase the number of dwelling units or lots;
- (2) Decrease the amount of perimeter landscaping (if any);
- (3) Decrease residential parking facilities (unless the number of dwelling units or lots is decreased);
- (4) Locate structures closer to any site boundary line; or
- (5) Change the locations of any points of ingress and egress to the site.

Exhibit YYY

22C.090.090 Enforcement.

In the event the approved residential density option is no longer feasible or cannot be achieved prior to final subdivision, short subdivision, ~~or~~ binding site plan, or unit lot subdivision being recorded, or prior to issuance of a certificate of occupancy, the project proponent shall be required to choose a new benefit from the benefit options outlined in MMC [22C.090.030](#)(4) in order to achieve the density bonus lot or unit, or the bonus lot or unit shall be forfeited.

Exhibit ZZZ

22C.100.030 Nonconforming structures.

A nonconforming structure is one which was in compliance with all land use codes and regulations at the time it was constructed, but which violates the bulk or dimensional requirements of the current land use codes and regulations of the city.

(1) Nonconforming structures may be repaired and maintained. The interior of said structures may be restored, remodeled and improved to the extent of not more than 25 percent of the assessed value of the structure in any consecutive period of 12 months.

(2) The exterior dimensions of a nonconforming structure may be enlarged by up to 100 percent of the floor area existing at the effective date of the nonconformance; provided, that the degree of nonconformance shall not be increased, and the then-current bulk and dimensional requirements of the zone in which it is located shall be observed with respect to the new portion of the building.

(3) A nonconforming structure which is voluntarily or accidentally destroyed, demolished or damaged, or allowed to deteriorate, to the extent where restoration costs would exceed 75 percent of the assessed value of the structure, may be restored and rebuilt only if the structure, in its entirety, is brought into conformity with the then-current bulk and dimensional requirements of the zone in which it is located; provided, that a single-family residence or Middle Housing with nonconforming status in a residential zone may be restored and rebuilt to any extent as long as it does not increase the pre-existing degree of nonconformance; provided, a single-family residence or Middle Housing with nonconforming status in zones other than residential may be restored and rebuilt to any extent on the original footprint of the structure's foundation so long as it does not increase the pre-existing degree of nonconformance.

(4) When a structure or a portion thereof is moved to a new location, it must be made to conform to all then-current land use restrictions applicable to the new location.

(5) Nonconforming structures shall not be exempt from compliance with all current codes and regulations relating to storm drainage, landscaping, off-site traffic mitigation and frontage improvements including curbs, gutters and sidewalks.

Exhibit AAAA

22C.100.040 Nonconforming uses.

A nonconforming use is any use of land or of a structure which was legal at the time of its establishment but which violates the land use provisions of the current codes and regulations of the city, including those relating to zoning districts, density, access and off-street parking.

(1) A nonconforming use loses its status, and must be discontinued, if the structure in which it is located is voluntarily or accidentally destroyed, demolished or damaged, or is allowed to deteriorate, to the extent where restoration costs would exceed 75 percent of the assessed value of the structure. Provided, all nonconforming residential structures which are allowed to be restored and rebuilt, as described in MMC 22C.100.030(3), shall be allowed to continue the residential use thereof.

(2) A nonconforming use cannot be changed to a fundamentally different use unless it is brought into complete conformity with the current codes and regulations. An increase in volume or intensity of a nonconforming use is permissible, however, where the nature and character of the use are unchanged and substantially the same facilities are used. The test is whether the intensified use is different in kind from the nonconforming use in existence at the effective date of the nonconformance.

(3) A nonconforming use may be expanded upon the granting of a conditional use permit as provided in this chapter; provided, that such expansion of a nonconforming use shall not increase the land area devoted to the nonconforming use by more than 150 percent of that in use at the effective date of the nonconformance; provided also, that a conditional use permit shall not be required for enlargement of a single-family residence or Middle Housing in nonresidential zones subject to the limitations set forth in MMC 22C.100.030(2), or for construction of an accessory structure such as a garage or shed; provided, that the expansion or new structure is sited on the property so as not to preclude conversion of the property to a future, nonresidential use.

(4) A use established in part but not all of a building at the effective date of the nonconformance may expand within said building by up to 100 percent of the pre-existing floor area dedicated to said use upon obtaining a conditional use permit as provided in this chapter. Unlimited expansion within the building shall be permissible upon obtaining a conditional use permit if the original design of the building indicates that it was intended to be ultimately dedicated, in its entirety, to the use in question.

Exhibit CCCC

22C.120.050 Water conservation standards.

(1) Water Conservation Standards.

(a) Applicability. In order to ensure efficient water use in landscaped areas, the following standards shall be applied to all landscaping associated with office, commercial, industrial, institutional, parks and greenways, multiple-family residential projects, and commonly owned and/or maintained areas of single-family residential or Middle Housing projects.

(b) Exemptions. These standards do not apply to landscaping in private areas of single-family or Middle Housing projects. Parks, playgrounds, sports fields, golf courses, schools, and cemeteries are exempt from specified turf area limitations where a functional need for turf is established. All other requirements are applicable.

(c) Plant Selection and Use Limitation.

(i) Turf, high-water-use plantings (e.g., annuals, container plants) and water features (e.g., fountains, pools) shall be considered high-water uses and shall be limited to not more than 40 percent of the project's landscaped area if nondrought resistant grass is used, and no more than 50 percent of the landscaped area if drought resistant grass is used.

(ii) Plants selected in all areas not identified for turf or high-water-use plantings shall be well suited to the climate, soils, and topographic conditions of the site, and shall be low-water-use plants once established.

(iii) Plants having similar water use shall be grouped together in distinct hydrozones and shall be irrigated with separate irrigation circuits.

(iv) No turf or high-water-use plants shall be allowed on slopes exceeding 25 percent, except where other project water saving techniques can compensate for the increased runoff, and where the need for such slope planting is demonstrated.

(v) No turf or high-water-use plants shall be allowed in areas five feet wide or less except public right-of-way planter strips.

(d) Newly landscaped areas should have soils amended with either four inches of appropriate organic material with the first two-inch layer tilled into existing soils, or as called for in a soil amendment plan for the landscape.

(e) Newly landscaped areas, except turf, should be covered and maintained with at least two inches of organic mulch to minimize evaporation.

(f) Irrigated turf on slopes with finished grades in excess of 33 percent is discouraged.

(g) Retention of existing trees and associated understory vegetation is encouraged to reduce impacts to the storm water system and to reduce water use.

(2) Water Efficient Landscape (Xeriscape) Standards.

(a) As an alternative to traditional landscaping, the city encourages the use of xeriscape practices, which minimize the need for watering or irrigation. Xeriscape principles can be summarized as follows:

- (i) Using plants with low moisture requirements;
- (ii) Selecting plants for specific site microclimates that vary according to slope, aspect, soil, and exposure to sun and moisture;
- (iii) Using native, noninvasive, adapted plant species;
- (iv) Minimizing the amount of irrigated turf;
- (v) Planting and designing slopes to minimize storm water runoff;
- (vi) Use of separate irrigation zones adjusted to plant water requirements and use of drip or trickle irrigation systems;
- (vii) Using mulch in planted areas to control weeds, cool the soil and reduce evaporation; and
- (viii) Emphasizing soil improvement, such as deep tilling, adding organic matter and other amendments based on soil tests.

(b) Appropriate Plant Species. Trees and plants used in xeriscape plantings pursuant to this section shall:

- (i) Be appropriate for the ecological setting in which they are to be planted;
- (ii) Have noninvasive growth habits;
- (iii) Encourage low maintenance and sustainable landscape design;
- (iv) Be commercially available;
- (v) Not be plant material that was collected in the wild; and
- (vi) Be consistent with the purpose and intent of this section.

(c) Native Vegetation. Within xeriscape areas, a minimum of 50 percent native plants shall be used.

(d) Prohibited Species. The city shall maintain a list of prohibited species, which are invasive or noxious. Where such species already exist, their removal shall be a condition of development approval.

(e) Additional Planting Standards.

- (i) For xeriscape areas, soil samples shall be analyzed to determine what soil conditioning or soil amendments should be used at the time of planting. Soil conditioning measures shall be adequate for the plant species selected.

(ii) Trees, shrubs, perennials, perennial grasses and ground covers shall be located and spaced to accommodate their mature size on the site.

(f) Plant Replacement. The developer shall maintain xeriscape plantings for a two-year period from the date of planting. Within the two-year period, the developer shall replace or otherwise guarantee any failed plantings:

(i) Dead or dying trees or shrubs shall be replaced; and

(ii) Plantings or perennials, perennial grasses or ground covers shall be replanted to maintain a maximum 20 percent mortality rate from the date of planting.

(3) Storm Water. Applicants are encouraged to incorporate landscaping into the on-site storm water treatment system to the greatest extent practicable.

Exhibit CCCC

22C.120.120 Required landscape buffers.

Table 1

Proposed Use	Adjacent Use	Width of Buffer	Type of Buffer
Commercial	Property designated single family by the Marysville comprehensive plan	20 feet	L1 (1)
Commercial	Property designated multiple-family by the Marysville comprehensive plan	10 feet	L2 (1)
Commercial, industrial, multifamily and business park parking areas and drive aisles	Public right-of-way and private access roads 30 feet wide or greater	10 feet	L3
Commercial, industrial, multifamily and business park parking areas and drive aisles	Public arterial right-of-way	15 feet	L3
Residential	SR 9	See MMC 22C.120.150	
Industrial and business parks	Property designated residential by the Marysville comprehensive plan	25 feet	L1
Industrial, commercial and business park building and parking areas	I-5 or SR 9 right-of-way	15 feet	L2
Apartment, townhouse, or group residence <u>(excluding Middle Housing)</u>	Property designated single family by the Marysville comprehensive plan	10 feet	L1 (1)
Storm water management facility		5 feet	L5 (3)
Outside storage or waste area or above ground utility boxes		5 feet	L1 (2)
WCF and/or base station not in ROW	Property designated residential by the Marysville comprehensive plan or on property designated residential by the comprehensive plan	10 feet	L1 (1)

- (1) Plus a six-foot sight-obscuring fence or wall.
- (2) Screening and impact abatement shall be provided in accordance with MMC [22C.120.160](#).
- (3) Screening of storm water facilities shall comply with the following design standards:
 - (a) All sides visible from a public right-of-way shall be screened;
 - (b) All sides located adjacent to a residentially zoned property shall be screened, unless it can be demonstrated that adequate screening exists;
 - (c) Screening shall be consistent with the Marysville administrative landscaping guidelines; and

- (d) Dual use retention/detention facilities designed with emphasis as a recreation area, not a storm water control structure, are exempt from the screening requirements.

Exhibit DDDD

22C.130.020 General standards.

(1) Where the Standards Apply. Every building hereafter constructed, reconstructed, expanded or occupied, or use of property hereafter established or modified, shall be provided with off-street parking as provided in this chapter, and such parking areas shall be made permanently available and maintained for parking purposes. No building permit shall be issued until plans showing provisions for the required off-street parking have been submitted and approved as conforming to the standards of this chapter.

(2) Occupancy. All required parking areas must be completed and landscaped prior to occupancy of any structure.

(3) Calculations of Amounts of Required and Allowed Parking.

(a) When computing parking spaces based on floor area, floor area dedicated for parking is not counted.

(b) The number of parking spaces is computed based on the uses on the site. When there is more than one use on a site, the required or allowed parking for the site is the sum of the required or allowed parking for the individual uses. Parking for shopping centers shall be calculated in accordance with MMC [22C.130.030](#), Table 1: Minimum Required Parking Spaces. For joint parking, see MMC [22C.130.030\(2\)\(d\)](#).

(4) Use of Required Parking Spaces. Required parking spaces must be available for the use of residents, customers or employees for the use. Required parking spaces may not be assigned in any way to a use on another site, except for joint parking situations. Required parking spaces must be made available to employees; they cannot be restricted only to customers. Also, required parking spaces may not be used for the parking of equipment or storage of goods or inoperable vehicles.

(5) Proximity of Parking to Use.

(a) Parking for ~~single family, Middle Housing, and townhouses~~~~one- and two-family dwellings~~ shall be provided on the same lot as the dwelling unit it is required to serve; provided that, parking in Unit Lot Subdivisions may be provided on a different unit lot than the dwelling units if the right to use the parking is formalized by an easement recorded with the county.

(b) Parking for multiple-family dwellings shall be not over 100 feet from the building it serves.

(c) Parking for uses not specified above shall not be over 500 feet from the building it serves.

(d) All off-street parking spaces for nonresidential uses shall be located on land zoned in a manner which would allow the particular use the parking will serve.

(e) If the parking for a building or use is located on a lot other than the lot upon which the use for which the parking is required is located, the owner of the lot containing the parking shall execute a covenant in a form acceptable to the city attorney, stating that the lot is devoted in whole or in part to required parking for the use on another lot. The owner of the property upon which the main use is located shall record this covenant with the Snohomish County auditor's office to run with the properties on which both the principal use and the

off-street parking are located. The owner shall provide a copy of the recorded covenant to the community development department.

(6) Stacked Parking. Stacked or valet parking is allowed if an attendant is present to move vehicles. If stacked parking is used for required parking spaces, some form of guarantee must be filed with the city ensuring that an attendant will always be present when the lot is in operation. All parking and loading area development standards continue to apply for stacked parking.

(7) Ingress and Egress Provisions. Curb cuts and access restrictions are regulated by the Marysville engineering design and development standards (EDDS). Access driveways for parking areas shall be located so as to cause the least possible conflict with vehicular and pedestrian traffic on public rights-of-way. The public works director shall have authority to fix the location, width and manner of approach of vehicular ingress or egress from a building or parking area to a public street and to alter existing ingress and egress as may be required to control traffic in the interest of public safety and general welfare. The city engineer may require joint use of driveways by more than one property.

Exhibit EEEE

22C.130.030 Minimum required parking spaces.

(1) Purpose. The purpose of required parking spaces is to provide enough parking to accommodate the majority of traffic generated by the range of uses which might locate at the site over time. As provided in subsection (2)(e) of this section, bicycle parking may be substituted for some required parking on a site to encourage transit use and bicycling by employees and visitors to the site. The required parking numbers correspond to specific land use categories. Provision of carpool parking, and locating it closest to the building entrance, will encourage carpool use.

(2) Minimum Number of Parking Spaces Required.

(a) The minimum number of parking spaces for all zones and use categories is stated in Table 1.

(b) If the parking formula used to determine parking requirements results in a fractional number greater than or equal to one-half, the proponent shall provide parking equal to the next highest whole number.

(c) Changes in Occupancy. Whenever the occupancy classification of a building is changed, the minimum standards for off-street parking for the new occupancy classification shall be applicable; provided, that if the existing occupancy had established a legal nonconforming status with respect to off-street parking requirements, no additional off-street parking shall be required for the new occupancy unless said new occupancy is in a classification requiring more parking than that which would have been required for the existing occupancy if it had been subject to the provisions of this chapter. If strict application of this section is not feasible due to existing site conditions such as building or parcel size, shape or layout, a variance may be granted by the community development director.

(d) Joint Use Parking. Joint use of required parking spaces may occur where two or more uses on the same or separate sites are able to share the same parking spaces because their parking demands occur at different times. Joint use of required nonresidential parking spaces is allowed if the following documentation is submitted in writing to the community development department as part of a building or land use permit application, and approved by the community development director:

(i) The names and addresses of the uses and of the owners or tenants that are sharing the parking;

(ii) The location and number of parking spaces that are being shared;

(iii) An analysis showing that the peak parking times for the uses occur at different times and that the parking area will be large enough for the anticipated demands of both uses; and

(iv) A legal instrument such as an easement or deed restriction that guarantees access to the parking for both uses.

The building or use for which application is being made to utilize the off-street parking facilities provided by another building or use shall be located within 500 feet of such parking facilities.

(e) Bicycle parking may substitute for up to 10 percent of required parking. For every five nonrequired bicycle parking spaces that meet the bicycle parking standards in

MMC [22C.130.060](#), the motor vehicle parking requirement is reduced by one space. Existing parking may be converted to take advantage of this provision.

(f) The off-street parking and loading requirements of this chapter do not apply retroactively to established uses; however:

(i) The site to which a building is relocated must provide the required spaces; and

(ii) A person increasing the floor area, or other measure of off-street parking and loading requirements, by addition or alteration, must provide spaces as required for the increase, unless the requirement under this subsection is five spaces or fewer.

(g) Reduction of Required Spaces When Effective Alternatives to Automobile Access Are Proposed. Upon demonstration to the hearing examiner that effective alternatives to automobile access are proposed to be implemented, the examiner may reduce by not more than 40 percent the parking requirements otherwise prescribed for any use or combination of uses on the same or adjoining sites, to an extent commensurate with the permanence, effectiveness, and demonstrated reduction in off-street parking demand achieved by such alternative programs. Alternative programs which may be considered by the examiner under this provision include, but are not limited to, the following:

(i) Private vanpool operation;

(ii) Transit/vanpool fare subsidy;

(iii) Imposition of a charge for parking;

(iv) Provision of subscription bus services;

(v) Flexible work-hour schedule;

(vi) Capital improvement for transit services;

(vii) Preferential parking for carpools/vanpools;

(viii) Participation in the ride-matching program;

(ix) Reduction of parking fees for carpools and vanpools;

(x) Establishment of a transportation coordinator position to implement carpool, vanpool, and transit programs; or

(xi) Bicycle parking facilities.

(h) Uses Not Mentioned. In the case of a use not specifically mentioned in Table 1: Minimum Required Parking Spaces, the requirements for off-street parking shall be determined by the community development director. If there are comparable uses, the community development director's determination shall be based on the requirements for the most comparable use(s). Where, in the judgment of the community development director, none of the uses in Table 1: Minimum Required Parking Spaces are comparable, the community development director may base his or her determination as to the amount of parking required for the proposed use on detailed information provided by the applicant.

The information required may include, but not be limited to, a description of the physical structure(s), identification of potential users, and analysis of likely parking demand.

(3) Carpool Parking. For office, industrial, and institutional uses where there are more than 20 parking spaces on the site, the following standards must be met:

(a) Five spaces or five percent of the parking spaces on site, whichever is less, must be reserved for carpool use before 9:00 a.m. on weekdays. More spaces may be reserved, but they are not required.

(b) The spaces will be those closest to the building entrance or elevator, but not closer than the spaces for disabled parking and those signed for exclusive customer use.

(c) Signs must be posted indicating these spaces are reserved for carpool use before 9:00 a.m. on weekdays.

(4) Electric Vehicle Parking. Electric vehicle charging capability is required for all new buildings that provide on-site parking in accordance with RCW [19.27.540](#).

Table 1: Minimum Required Parking Spaces

LAND USE	MINIMUM REQUIRED SPACES
RESIDENTIAL USES	
Single-family dwellings, duplexes , townhouses (<u>excluding Middle Housing</u>), and mobile homes	2 per dwelling unit for residents plus 1 additional guest parking space per dwelling unit. <u>Exception: parking for mobile home in mobile/manufactured home parks is subject to MMC 22C.230.070(7)</u>
<u>Middle Housing and accessory dwelling units within 1/2 mile walking distance of a major transit stop</u>	0 per dwelling unit (before any zero lot line subdivisions or lot splits)
<u>Middle Housing and accessory dwelling units on lots equal to or under 6,000 square feet</u>	1 per dwelling unit (before any zero lot line subdivisions or lot splits). Easements or deed restrictions must be provided, as necessary, to ensure continued use of the parking space(s) for the respective unit after any lot splits.
<u>Middle Housing (excluding accessory dwelling units) on lots over 6,000 square feet</u>	2 per dwelling unit (before any zero lot line subdivisions or lot splits). Easements or deed restrictions must be provided, as necessary, to ensure continued use of the parking space(s) for the respective unit after any lot splits.
Accessory dwelling units	No additional parking required if located within 1/4 mile of a major transit stop; otherwise, 1 per accessory dwelling unit
Studio apartments	1.25 per dwelling unit
Multiple-family dwellings, 1 bedroom (does not apply to Middle Housing)	1.5 per dwelling unit
Multiple-family dwellings, 2 or more bedrooms (does not apply to Middle Housing)	1.75 per dwelling unit
Retirement housing and apartments	1 per dwelling
Mobile home parks	2 per unit, plus guest parking at 1 per 4 lots

Table 1: Minimum Required Parking Spaces

LAND USE	MINIMUM REQUIRED SPACES
Rooming houses, similar uses	1 per dwelling
Bed and breakfast accommodations	1 space for each room for rent, plus 2 spaces for the principal residential use
Emergency housing, emergency shelters – indoor, transitional housing facilities and permanent supportive housing	As determined by the community development director with no less than a minimum of 1 per 2 employees plus 1 per 5 residents (3 spaces minimum)
Housing located within 1/4 mile of a transit stop	As specified in RCW <u>36.70A.620</u> ; provided that, Middle Housing is subject to the alternate standards noted above.
RECREATIONAL/CULTURAL USES	
Movie theaters	1 per 4 seats
Stadiums, sports arenas and similar open assemblies	1 per 8 seats or 1 per 100 SF of assembly space without fixed seats
Dance halls and places of assembly without fixed seats	1 per 75 SF of gross floor area
Bowling alleys	5 per lane
Skating rinks	1 per 75 SF of gross floor area
Tennis courts, racquet clubs, handball courts and other similar commercial recreation	1 space per 40 SF of gross floor area used for assembly, plus 2 per court
Swimming pools (indoor and outdoor)	1 per 10 swimmers, based on pool capacity as defined by the Washington State Department of Health
Golf courses	4 spaces for each green, plus 50% of spaces otherwise required for any accessory uses (e.g., bars, restaurants)
Gymnasiums, health clubs	1 space per each 200 SF of gross floor area
Churches, auditoriums and similar enclosed places of assembly	1 per 4 seats or 60 lineal inches of pew or 40 SF gross floor area used for assembly
Art galleries and museums	1 per 250 SF of gross floor area
COMMERCIAL/OFFICE USES	
Banks, business and professional offices (other than medical and dental) with on-site customer service	1 per 400 SF gross floor area
Retail stores and personal service shops unless otherwise provided herein	If < 5,000 SF floor area, 1 per 600 SF gross floor area; if > 5,000 SF floor area, 8 plus 1 per each 300 SF gross floor area over 5,000 SF
Grocery stores	1 space per 200 SF of customer service area
Barber and beauty shops	1 space per 200 SF
Motor vehicle sales and service	2 per service bay plus 1 per 1,000 SF of outdoor display
Motor vehicle or machinery repair, without sales	2 plus 2 per service bay

Table 1: Minimum Required Parking Spaces

LAND USE	MINIMUM REQUIRED SPACES
Mobile home and recreational vehicle sales	1 per 3,000 SF of outdoor display area
Motels and hotels	1 per unit or room
Restaurants, taverns, bars with on-premises consumption	If < 4,000 SF, 1 per 200 SF gross floor area; if > 4,000 SF, 20 plus 1 per 100 SF gross floor area over 4,000 SF
Drive-in restaurants and similar establishments, primarily for autoborne customers	1 per 75 SF of gross floor area. Stacking spaces shall be provided in accordance with Chapter 22C.140 MMC, Drive-Through Facilities.
Shopping centers	If < 15,000 SF, 1 per 200 SF of gross floor area; if > 15,000 SF, 1 per 250 SF of gross floor area
Day care centers	1 space per staff member and 1 space per 10 clients. A paved unobstructed pick-up area shall be set aside for dropping off and picking up children in a safe manner that will not cause the children to cross the parking area or lines of traffic.
Funeral parlors, mortuaries or cemeteries	1 per 4 seats or 8 feet of bench or pew or 1 per 40 SF of assembly room used for services if no fixed seating is provided
Gasoline/service stations with grocery	1 per employee plus 1 per 200 SF gross floor area
Adult facilities as defined by MMC 22A.020.020	1 per 75 SF of gross floor area or, in the case of an adult drive-in theater, 1 per viewing space
HEALTH SERVICES USES	
Nursing homes, convalescent homes for the aged	1 per 5 beds plus 1 space per employee and medical staff
Medical and dental clinics	1 per 200 SF gross floor area
Hospitals	1 per 2 beds, excluding bassinets
EDUCATIONAL USES	
Elementary, junior high schools (public and private)	5 plus 1 per each employee and faculty member
Senior high schools (public and private)	1 per each 10 students plus 1 per each employee or faculty member
Commercial/vocational schools	1 per each employee plus 1 per each 2 students
PUBLIC/GOVERNMENT USES	
Public utility and governmental buildings	1 per 400 SF of gross floor area
Libraries	1 per 250 SF of gross floor area
MANUFACTURING/WAREHOUSE USES	
Manufacturing and industrial uses of all types, except a building used exclusively for warehouse purposes	1 per 750 SF of gross floor area plus office space requirements
Warehouses, storage and wholesale businesses	1 per 2,000 SF of gross floor area plus office space requirements

Table 1: Minimum Required Parking Spaces

LAND USE	MINIMUM REQUIRED SPACES
Mini self-storage	1 per each 50 storage cubicles equally distributed and proximate to storage buildings. In addition, 1 space for each 50 storage cubicles to be located at the project office

Exhibit FFFF

22C.130.050 Development standards.

(1) Purpose. The parking area layout standards are intended to promote safe circulation within the parking area and provide for convenient entry and exit of vehicles.

(2) Where These Standards Apply. The standards of this section apply to all vehicle areas whether required or excess parking.

(3) Improvements.

(a) Paving.

(i) In order to control dust and mud, all vehicle areas must be surfaced with a minimum all-weather surface. Such surface shall be specified by the city engineer. Alternatives to the specified all-weather surface, including grass block pavers, may be provided, subject to approval by the city engineer. Gravel surfacing is not considered an all-weather surface; however, legal nonconforming gravel surfacing in existing designated parking areas is allowed to remain for a maximum of six parking spaces.

(ii) The applicant shall be required to prove that the alternative surfacing provides results equivalent to paving. If, after construction, the city determines that the alternative is not providing the results equivalent to paving or is not complying with the standards of approval, paving shall be required.

(iii) Parks, agricultural and similar uses, and developments providing surplus parking are exempt from the all-weather surface requirement, provided, all surfacing must provide for the following minimum standards of approval:

(A) Gravel parking facilities shall be surfaced with no less than three inches of crushed gravel.

(B) Dust is controlled.

(C) Storm water is treated to city standards.

(D) Rock and other debris is not tracked off site.

(E) Driveway and approaches shall be paved with an all-weather surface, specified by the city engineer, from at least 20 feet back from the property line to the street.

(iv) Houses, Attached Houses and Duplexes. All driveways and parking areas must be covered in a minimum all-weather surface, specified by the city engineer. Gravel surfacing is not considered an all-weather surface.

(b) Striping. All parking spaces, except for stacked parking, must be striped in conformance with the minimum parking and aisle dimensions outlined in Table 2, except parking for single-family residences, Middle Housing duplexes and accessory dwelling units.

(c) Protective Curbs Around Landscaping. All perimeter and interior landscaped areas must have cast in place or extruded protective curbs along the edges. Curbs separating

landscaped areas from parking areas may allow storm water runoff to pass through them. Tire stops, bollards or other protective barriers may be used at the front ends of parking spaces. Curbs may be perforated or have gaps or breaks. Trees must have adequate protection from car doors as well as car bumpers. This provision does not apply to single-family residences, duplexes and accessory dwelling units.

(d) Illumination. Parking lot illumination shall be provided for all parking lots containing 15 or more parking spaces, and shall comply with the following design standards:

(i) Parking lot lighting fixtures shall be full cut-off, dark sky rated and mounted no more than 25 feet above the ground, with lower fixtures preferable so as to maintain a human scale;

(ii) All fixtures over 15 feet in height shall be fitted with a full cut-off shield;

(iii) Pedestrian scale lighting (light fixtures no taller than 15 feet) is encouraged in areas of pedestrian activity. Lighting shall enable pedestrians to identify a face 45 feet away in order to promote safety;

(iv) Parking lot lighting shall be designed to provide security lighting to all parking spaces;

(v) Lighting shall be shielded in a manner that does not disturb residential uses or pose a hazard to passing traffic. Lighting should not be permitted to trespass onto adjacent private parcels nor shall light source (luminaire) be visible at the property line.

(4) Storm Water Management. Storm water runoff from parking lots is regulated by MMC Title [14](#), Water and Sewers.

(5) Parking Area Layout.

(a) Access to Parking Spaces.

(i) All parking areas, except stacked parking areas, must be designed so that a vehicle may enter or exit without having to move another vehicle.

(ii) Parking shall be designed so that automobiles do not back out into public streets.

(b) Parking Space and Aisle Dimensions.

(i) Parking spaces and aisles must meet the minimum dimensions contained in Table 2: Minimum Parking Space and Aisle Dimensions. Parking at any angle other than those shown is permitted, providing the width of the stalls and aisle are adjusted by interpolation between the specified standards.

(ii) Turning Radii. The minimum allowable inside vehicle turning radius in parking and driveway areas shall be 20 feet unless fire or solid waste apparatus access is necessary, in which case the minimum inside radius shall be 30.5 feet and the outside radius shall be 46 feet or as required by the fire district or solid waste division. Turning radii are not necessarily the radii or curbs around islands and other improvements.

(iii) On dead-end aisles, aisles shall extend five feet beyond the last stall to provide adequate turnaround.

(iv) The community development director may grant a deviation from the parking space and aisle dimensions outlined in Table 2: Minimum Parking Space and Aisle Dimensions, whenever (A) there exists a lot with one or more structures on it constructed before the effective date of this title, and (B) a change in use that does not involve any enlargement of a structure is proposed for such lot, and (C) the parking space and aisle dimensions that would be applicable as a result of the proposed change cannot be satisfied on such lot because there is not sufficient area available on the lot that can practicably be used for parking dimensional standards. To grant a deviation, the community development director must make the following findings:

(A) That the granting of the deviation will not create a safety hazard or loading of vehicles on public streets in such a manner as to interfere with the free flow of vehicular and pedestrian traffic within the public right-of-way.

(B) That the granting of the deviation will not create a safety hazard or any other condition inconsistent with the objectives of this title.

Table 2: Minimum Parking Space and Aisle Dimensions

Angle	Width	Curb Length	1-Way Aisle Width	2-Way Aisle Width	Stall Depth
0 degrees (parallel)	8 feet	21 feet	12 feet	22 feet	8 feet
30 degrees	8 feet, 6 inches	17 feet	12 feet	22 feet	15 feet
45 degrees	8 feet, 6 inches	12 feet	12 feet	22 feet	17 feet
60 degrees	8 feet, 6 inches	9 feet, 9 inches	16 feet	22 feet	18 feet
90 degrees (commercial and industrial)	8 feet, 6 inches	8 feet, 6 inches	22 feet	22 feet	18 feet
90 degrees (multifamily)	8 feet	8 feet	22 feet	22 feet	18 feet
90 degrees (attached and detached single-family, townhouses, and Middle Housing)	8 feet	8 feet	22 feet	22 feet	20 feet
Tandem (residential)	8 feet	N/A	N/A	N/A	20 feet

Notes: 1) In garage parking spaces must meet the applicable dimensional standards noted in the table above. In garage parking spaces must be completely usable for parking and free of any obstructions (e.g. bollards, water heaters, electrical equipment, etc.). 2) Dimensions of parking spaces for the disabled are regulated by the building code. See MMC 22C.130.050(5)(e).

~~Note: Dimensions of parking spaces for the disabled are regulated by the building code. See MMC 22C.130.050(5)(e).~~

(c) Pedestrian Access and Circulation. Developments must provide specially marked or paved walkways through parking lots, as depicted in Figures 1 through 4. Parking lot walkways shall allow for access so pedestrians and wheelchairs can easily gain access from public sidewalks and bus stops to building entrances through the use of raised concrete, stamped concrete, colored concrete, or pervious pavement sidewalks, or pedestrian paths

which are physically separated from vehicle traffic and maneuvering areas. The director may allow pedestrian pathways to be striped if it can be demonstrated that the pathways are not used by, or accessible to, the public (e.g., pathways located behind a commercial or industrial building where the general public does not have access). Generally, walkways should be provided every four rows and a maximum distance of 180 feet shall be maintained between paths. Where possible, align the pathways to connect with major building entries or other sidewalks, pathways, and destinations. The pathways must be a minimum of five feet wide, universally accessible and ADA compliant. On narrow infill lots, the director may authorize a pathway that is less than five feet wide; provided, that the minimum ADA width is met.

Figure 1 Figure 2

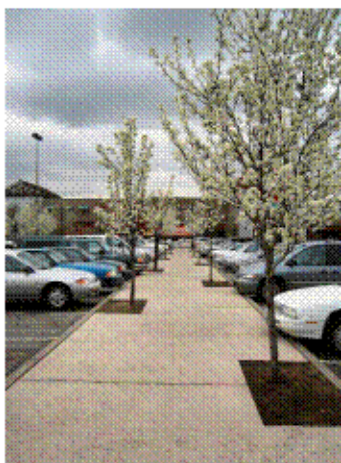
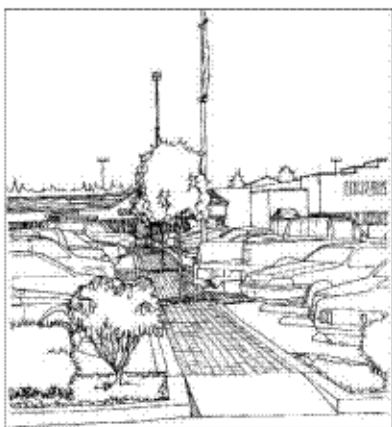
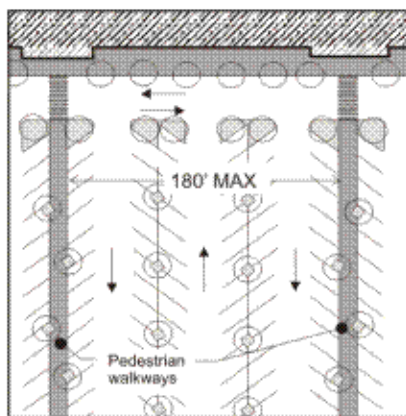


Figure 3 Figure 4



(d) Location. Parking areas should be located and designed to consider impacts to the streetscape. Except for adult facilities as defined by MMC [22A.020.020](#), on-site parking shall be located at the sides and rear of buildings or complexes. For adult facilities, on-site parking shall be located where most visible from both the streetscape and the public access to the adult facility.

(e) Parking for Disabled Persons. The building official regulates the following disabled person parking standards and access standards through the building code and the latest ICC/ANSI A117.1 standards for accessible and usable buildings and facilities:

- (i) Dimensions of disabled person parking spaces and access aisles;
- (ii) The minimum number of disabled person parking spaces and circulation routes;
- (iii) Location of disabled person parking spaces and circulation routes;
- (iv) Curb cuts and ramps including slope, width and location; and
- (v) Signage and pavement markings.

(f) A portion of a standard parking space may be landscaped instead of paved, as follows:

- (i) The landscaped area may be up to two feet of the front of the space as measured from a line parallel to the direction of the bumper of a vehicle using the space. Any vehicle overhang must be free from interference from sidewalks, landscaping, or other required elements;
- (ii) Landscaping must be ground cover plants; and
- (iii) The landscaped area counts toward parking lot interior landscaping requirements and toward any overall site landscaping requirements. However, the landscaped area does not count toward perimeter landscaping requirements.

(g) Ingress and Egress Provisions. The layouts of parking areas are reviewed for compliance with the curb cut and access restrictions outlined in the Marysville engineering design and development standards (EDDS).

(6) Parking Area Landscaping and Screening. All landscaping must comply with the standards of Chapter [22C.120](#) MMC. In addition, screening in the form of a solid masonry wall, architectural fences or dense coniferous hedges shall be erected or planted and maintained to a height of not less than five feet where a parking lot has a common boundary line with any residentially zoned property.

(7) Maintenance. Maintenance of all areas provided for off-street parking shall include removal and replacement of dead and dying trees, grass and shrubs, removal of trash and weeds, repair of traffic-control devices, signs, light standards, fences, walls, surfacing materials, curbs and railings, and inspection, cleaning and repair of pervious surfacing materials and drainage facilities when applicable.

Exhibit GGGG

22C.190.020 Home occupation standards.

(1) Home occupations are permitted as an accessory use to the residential use of a property only when all of the following conditions are met:

(a) The total area devoted to all home occupation(s) shall not exceed 25 percent of the floor area of the dwelling unit or 600 square feet, whichever is less. When Middle Housing is constructed on the lot, one home occupation is permitted per dwelling unit;

(b) The home occupation may be located in the principal dwelling or in an accessory structure. If located in an accessory structure, the area devoted to the occupation, as described in subsection (1)(a) of this section, shall be based upon the floor area of the dwelling only; provided that, the cumulative square footage devoted for all home occupations in detached structures shall not exceed 600 square feet per lot or parent lot;

(c) Not more than one person outside of the family shall be employed on the premises per home occupation;

(d) The home occupation shall in no way alter the normal residential character of the premises;

(e) The home occupation(s) shall not use electrical or mechanical equipment that results in:

(i) A change to the fire rating of the structure(s) used for the home occupation(s);

(ii) Visual or audible interference in radio or television receivers, or electronic equipment located off-premises; or

(iii) Fluctuations in line voltage off-premises;

(f) No equipment or material may be stored, altered or repaired on any exterior portion of the premises;

(g) Sales shall be limited to merchandise which is produced on the premises and/or mail order, Internet and telephone sales with off-site delivery;

(h) Services to patrons shall be arranged by appointment or provided off-site;

(i) The home occupation(s) may use or store a vehicle for pickup of materials used by the home occupation(s) or the distribution of products from the site, provided:

(i) No more than one such vehicle shall be allowed;

(ii) Such vehicle shall not park within any required setback areas of the lot or on adjacent streets; and

(iii) Such vehicle shall not exceed a manufacturer's gross vehicle weight in excess of 16,000 pounds, a length in excess of 20 feet, or a width in excess of eight feet;

(j) Signs in connection with the home occupation shall comply with the restrictions of MMC [22C.160.150](#)(9);

(k) No sales or services will be conducted on the premises which will generate more than 10 average daily round trips per day by customers.

(2) A home occupation permit issued to one person shall not be transferable to any other person, nor shall a home occupation permit be valid at any other address than the one listed on the permit.

(3) In granting approval for a home occupation, the reviewing official may attach additional conditions to ensure the home occupation will be in harmony with, and not detrimental to, the character of the residential neighborhood.

(4) Any home occupation authorized under the provisions of this chapter shall be open to inspection and review at all reasonable times by enforcement officials for purposes of verifying compliance with the conditions of approval and other provisions of this title.

(5) The community development director shall have authority to administratively grant a minor modification to the standards listed in subsections (1)(a) and/or (c) of this section, provided the use is consistent with the purposes of this chapter and will be operated in harmony with the character of a residential neighborhood. Minor modifications shall be limited to the home occupations standards in subsections (1)(a) and (c) of this section, provided they create no significant impacts to the residential neighborhood. The community development director is authorized to approve minor modifications only in cases of unique circumstances such as large property acreage, remote site access or site location, or small scale of use, when these circumstances ensure the commercial operation remains incidental to the dwelling and in no way alters the normal residential character of the premises. No variance shall be granted which would be detrimental to public health, welfare or environment.

Exhibit HHHH

22C.200.030 Permit required.

A day care I ~~home-occupation~~ permit is required, subject to the following conditions:

- (1) A day care I ~~home-occupation~~ permit issued to one person shall not be transferable to any other person; nor shall a day care I ~~home-occupation~~ permit be valid at any other address than the one listed on the permit.
- (2) In granting approval for a day care I ~~home-occupation~~, the community development director, or designee, may attach additional conditions to ensure the use~~home-occupation~~ will be in harmony with, and not detrimental to, the character of the residential neighborhood.
- (3) Any day care I ~~home-occupation~~ authorized under the provisions of this chapter shall be open to inspection and review at all reasonable times by enforcement officials for purposes of verifying compliance with the conditions of approval and other provisions of this title.

Exhibit IIII

22C.220.090 Development regulations.

(1) Existing amenities (e.g., views, mature trees, etc.) that are unique to the site should be preserved and incorporated into the project's design whenever possible.

(2) When an MPSC project adjoining residential and commercial uses can mutually benefit from connection rather than separation, appropriate connective elements (e.g., walkways) should be provided.

(3) The site shall be designed and developed utilizing crime prevention through environmental design (CPTED) principles as set forth in MMC [22C.010.290](#) and [22C.020.250](#).

(4) Building Design and Layout.

(a) Development of the site is subject to compliance with development standards outlined in Chapters [22C.010](#) and [22C.020](#) MMC.

(b) When a master planned senior community is located within, or adjacent to, single-family residential zones and is, or may be, surrounded by traditional single-family development, the community shall be designed and developed ~~so as~~ to be consistent with a single-family residential environment. Larger scale (i.e., multi-unit buildings, nursing care facilities) buildings shall be located on the site ~~so as~~ to least impact surrounding single-family uses and to create a consistent streetscape that is in the desired character for a residential area.

(c) When a master planned senior community is located within, or adjacent to, commercial or multifamily zones and is or may be surrounded by traditional commercial or multifamily development, any multi-unit buildings and nursing care facilities on the site shall be placed to consider the visual continuity between the proposed and existing adjacent development with respect to building setbacks and placement of structures to create a consistent streetscape.

(d) Multiple buildings in a single project should provide a functional relationship with one another to achieve a sense of place by use of the following techniques:

(i) Cluster buildings around open space areas or courtyards, not parking lots.

(ii) Provide open space areas and courtyards with landscaping and other pedestrian amenities.

(iii) Provide convenient pedestrian circulation between buildings, open space, and parking areas.

(iv) Link buildings together visually, using such elements as trellis structures, arcades, and/or enhanced paving.

(v) Where feasible and desirable, locate buildings near public streets, thus creating a strong presence thereon.

(5) Building and Unit Design. Universal design (also known as "aging in place") is a method of design that seeks to create development that can be used by everyone, regardless of age or physical condition. All projects shall implement, at minimum, the following universal design principles:

- (a) No-step entries.
 - (b) One-story living such that an eating area, bathroom, and sleeping area are available on the same floor.
 - (c) ADA accessible doors, hallways and bathrooms.
 - (d) Room thresholds that are flush.
 - (e) Adequate lighting throughout the dwelling unit.
- (6) Architectural Style and Design Guidelines. Multifamily and nursing/assisted living facilities shall comply with MMC [22C.010.290](#) and MMC [22C.020.250](#). ~~Attached/Detached single-family residences and Middle Housing dwelling units~~ shall comply with MMC [22C.010.310](#).
- (7) Utility and Mechanical Equipment.
- (a) All mechanical equipment shall be architecturally screened from view.
 - (b) Utility equipment (e.g., electric and gas meters, electrical panels, and junction boxes) should be located in utility rooms within the structure or utility cabinets with exterior access.
- (8) Solid Waste and Recycling. Developments shall provide storage space and collection points for solid waste and recyclables in accordance with Chapter [7.08](#) MMC, MMC [22C.010.370](#) and [22C.020.320](#).
- (9) Parking and Circulation.
- (a) Project entries should provide the resident and visitor with an overview of the project through either an easy visual assessment (in smaller projects) or by providing signage or placards that illustrate the circulation, parking, building, and amenity layout of the project.
 - (b) The principal vehicular access should be through an entry drive rather than a parking aisle, when possible. Colored, textured paving treatment at entry drives together with lush landscaping is strongly encouraged.
 - (c) The number of required off-street parking stalls shall be in accordance with MMC [22C.130.030](#). The community development director may approve alternative parking requirements upon satisfactory demonstration by the applicant that the site will have adequate parking to serve all proposed uses and/or that the community is located within walking distance of a neighborhood center that offers a variety of services and a safe walking route is provided.
 - (d) If parking is not attached to the residential structures, covered carports and dispersed parking courts are the desired alternative.
 - (e) A parking court should not consist of more than two double-loaded parking aisles (bays) adjacent to each other.
 - (f) Carports should provide no more than five parking spaces within each structure. The structures should be constructed with material consistent with those used in building construction.

(g) All parking standards identified in Chapter [22C.130](#) MMC, Parking and Loading, shall apply, except as may be specified herein.

(10) Pedestrian Access.

(a) Drop-off points should be provided at major building entries and plaza areas.

(b) The project should be designed to minimize the need for pedestrians to cross parking aisles and landscape islands to reach building entries.

(c) Stamped or painted concrete walkways should be provided in areas where it is necessary for pedestrians to cross drive or parking aisles.

(d) All projects shall provide a clear connection between the on-site pedestrian circulation system and the off-site public sidewalk.

(11) Landscaping. Landscaping shall comply with Chapter [22C.120](#) MMC, Landscaping and Screening, except as may be specified herein.

(12) Public Transportation Amenities.

(a) A sheltered bus stop with a canopy provided with architecture consistent with the project shall be provided, if required in coordination with local transit agencies.

(b) In cases when a public bus stop is, or may be in the future, located within the frontage of a proposed site, a bus stop or cover shall be provided.

(13) On-Site Common Recreational Facilities.

(a) Recreational amenities shall be appropriately distributed throughout the community. Such facilities shall consist of open or enclosed areas for residents of the community to congregate for recreation and leisure. Structures with multiple-family style dwelling units (i.e., independent senior housing apartment units, assisted living dwelling units, etc.) shall provide open space or active or indoor recreation space consistent with the following chart:

Type of Dwelling Unit	Outdoor Open Space	Active Outdoor or Indoor Recreation Facility
(a) Studio and one bedroom	90 square feet per unit	45 square feet per unit
(b) Two bedroom	130 square feet per unit	65 square feet per unit
(c) Three or more bedroom	170 square feet per unit	85 square feet per unit

(b) The following standards shall be utilized for outdoor recreational facilities:

(i) The design and orientation of these areas should take advantage of available sunlight and should be sheltered from the noise and traffic of adjacent street or other incompatible uses.

(ii) Each outdoor open space area should have a focal point. The focal point may consist of, but need not be limited to, water fountains, landscape planters, monuments, waterways, view points, artwork, trellises or gazebos. The focal point of all open space areas shall complement one another by maintaining a common theme, consistent furnishing, and signage.

(iii) On-site outdoor recreation space shall:

- (A) Be of a grade and surface suitable for recreation;
- (B) Be one continuous parcel if less than 3,000 square feet in size;
- (C) Have no dimension less than 30 feet (except trail segments);
- (D) Be situated and designed to be visible from adjacent buildings and uses on site;
and
- (E) Be accessible and convenient to all residents within the development.

(iv) The required amount of on-site common recreation space may be reduced by the community development director, if it is demonstrated that the facilities provided on site will offer residents with exceptional opportunities to participate in active aging (i.e., physical activity programs, trails, tennis courts, swimming pools, or other amenities deemed appropriate), and/or if it is demonstrated that the community is located within walking distance of a pedestrian-friendly neighborhood center and a safe walking route is provided.

(14) Private Open Space. Each single-family ~~attached or detached~~, townhouse, or Middle Housing dwelling unit shall be provided a private open space area, free and clear of any attached or detached accessory structures, as follows:

- (a) Each unit shall be provided 100 square feet of private yard with a minimum interior dimension of 10 feet.
- (b) The required amount of private open space may be reduced by the community development director as provided in subsection (13)(b)(iv) of this section.

(15) Covenant and Duration. An agreement in a form approved by the city must be recorded on the property requiring that the provisions of this chapter, including age restrictions and site plan approval, be maintained for the life of the project. The agreement shall be recorded prior to building permit issuance. This agreement shall be a covenant running with the land, binding on the assigns, heirs and successors of the applicant.

Exhibit JJJJ

22C.220.100 Modification of development regulations.

The city's standard development regulations shall be modified for a master planned senior community as provided in this section.

(1) Density and Dimensions. The standard dimensional regulations shall apply to all lots and development in a master planned senior community, except as specifically modified below and as provided in the design review standards in Chapters [22C.010](#), [22C.020](#) and/or [22G.080](#) MMC. The density permitted is modified as follows:

(a) Modified Density Standards:

	Residential Zones	Commercial Zones
Maximum Density: Dwelling Unit/Acre	As per the underlying zone plus 20%; <u>provided that, single family zones are capped at 8 units/acre</u>	None

(b) When projects are proposed on sites that encompass multiple zones, the density built on each zone will be limited to that of the underlying allowed density for each zone.

(2) Maximum Building Height. Outside of ~~the Downtown Neighborhood Planning Area 1~~, buildings or portions of buildings located within 50 feet of a property that is zoned single-family, or where the predominant adjacent use is single-family, shall be limited to a maximum height of 30 feet.

(3) Street Standards. When multiple detached single-family or ~~Middle Housing duplex~~ units are proposed, the project shall meet residential right-of-way and access standards as set forth in the Marysville Municipal Code and engineering development and design standards (EDDS). An applicant may request to utilize the city's PRD access street standards, which may be allowed at the discretion of the community development director.

(4) Open Space. Open space requirements may be modified consistent with this chapter.

(5) Additional Modifications. An applicant may request additional dimensional, open space, street, and design standard modifications beyond those provided in this section. Granting of the requested modification(s) will be based on innovative and exceptional architectural design features and/or innovative and exceptional site design and layout that contribute to achieving the purpose of this chapter.

Exhibit KKKK

22C.230.030 Mobile/manufactured home park zone.

There is created a mobile/manufactured home park zone (MHP) which shall be construed as an overlay classification which may be enacted for any area within the city zoned single family (R-4.5 through R-8) and in the multiple-family residential classification (R-12 through R-28), ~~or planned residential development classification (PRD 4.5 through PRD 8).~~

(1) Purpose. The purposes of the MHP classification are:

- (a) To provide a suitable living environment within a park-like atmosphere for persons residing in mobile/manufactured homes;
- (b) To encourage variety in housing styles within areas designated for other residential development;
- (c) To permit flexibility in the placement of mobile/manufactured homes on a site in order to minimize costs associated with development of roads, utilities, walkways and parking facilities, while providing adequate common and private open space.

(2) Permitted Uses. In the MHP zone the following uses are permitted:

- (a) Mobile/manufactured home parks, subject to the requirements of this chapter;
- (b) Mobile/manufactured homes, located only within an approved mobile/manufactured home park;
- (c) Accessory uses and structures as provided in MMC [22C.010.060](#) and [22C.020.060](#);
- (d) Recreational facilities located within and primarily for the use of residents of an approved mobile/manufactured home park;
- (e) Recreational vehicle and boat storage facilities located within and limited to use by residents of an approved mobile/manufactured home park.

Exhibit LLLL

22C.230.040 Procedures for review and approval.

(1) Rezone. For an MHP overlay zoning classification to be enacted, all procedural requirements, including filing fees specified in MMC Title [22G](#), shall be complied with in full.

(2) Conditional Use Permit. A mobile home park shall be allowed in a single-family residential zone only upon conditional use permit approval ~~of a PRD rezone and the issuance of a conditional use permit by the city~~. The owner, operator and occupants of a mobile home park shall develop and use the park in strict compliance with the conditions imposed by the permit. The agency issuing the permit shall maintain continuing jurisdiction for the review and enforcement of said conditions.

(3) Preliminary Site Plan. A preliminary site plan meeting the requirements of MMC [22C.230.060](#)(1) shall be submitted with all applications for MHP rezones. Said site plan shall be subject to review, modification, approval or denial by the city council as an integral part of the MHP rezone process. There shall be no clearing, grading, construction or other development activities commenced on an approved mobile/manufactured home park until a preliminary site plan is upgraded to a binding site plan, and the same is approved and filed.

(4) Final Site Plan. Following final approval by the city council of an MHP rezone, but before development activities commence on the property, the owner shall submit a final site plan meeting the requirements of MMC [22C.230.060](#)(2). The city staff shall review the final site plan to determine whether it conforms to the approved preliminary site plan, the MHP rezone, and applicable state laws and city ordinances which were in effect at the time of the rezone approval. Upon such conformity being found the final site plan shall be signed by the community development director. An approved final site plan shall constitute an integral part of an MHP zoning overlay, and shall be binding upon the owner of the property, its successors and assigns. All development within a mobile/manufactured home park shall be consistent with the final site plan.

(5) Subdivision Exemption. If a mobile/manufactured home park remains completely under single ownership or control, including ownership by a condominium association, compliance with an approved MHP rezone and final site plan shall preclude the necessity to plat the park or comply with any subdivision laws or ordinances.

(6) Amendment of Final Site Plan. An approved final site plan may be modified or amended at the request of the applicant upon receiving administrative approval by the community development director; provided, that if said modification or amendment affects the external impacts of the mobile/manufactured home park, or is determined by the community development director to be substantial in nature, then such modification or amendment shall be resubmitted to the hearing examiner and city council as a rezone application pursuant to Chapter [22G.010](#) MMC, Article VI, Land Use Application – Decision Criteria.

(7) Duration of Approval. An MHP rezone and the final site plan which is an integral part thereof shall be effective for three years from the date of approval of the rezone by the city council. An applicant who files a written request with the city council at least 30 days before the expiration of said approval period shall be granted a one-year extension upon a showing that the applicant has attempted in good faith to progress with the development of the park. During the approval period all improvements required by the final site plan shall be completed or bonded. Bonding shall conform to the bonding requirements for plats specified in Chapter [22G.040](#) MMC.

(8) Completion Prior to Occupancy. All required improvements and other conditions of the MHP rezone and final site plan approval shall be met prior to occupancy of any site by a mobile/manufactured home; provided, that completion may be accomplished by phases if approved by the community development director and security for performance in accordance with the provisions of

Chapter [22G.040](#) MMC and acceptable to the community development director is received by the city. The community development director may also require security for maintenance for a period of up to five years in accordance with the provisions of Chapter [22G.040](#) MMC.

(9) Compliance. Any use of land which requires an MHP rezone and final site plan approval, as provided in this chapter, and for which such review and approval are not obtained, or which fails to conform to an approved MHP rezone and final site plan, constitutes a violation of this title.

(10) Health District Approval. Prior to occupancy of a mobile/manufactured home park, the owner shall obtain a permit from the Snohomish health district and comply with all rules, regulations and requirements of said district. Said permit must be kept current at all times, subject to the park being closed. The rules, regulations and requirements of the health district shall be construed as being supplements to the provisions of this chapter.

Exhibit MMMM

22C.250.060 Wireless communication facilities – Siting hierarchy.

Siting of antenna or support structures shall adhere to the siting hierarchy of this section. The order of ranking for antenna or antenna support structures, from highest to lowest, shall be 1, 2, 3, 4. Where letters (a, b) are present, a is preferable to b. Where a lower ranking alternative is proposed, the applicant must submit relevant information including but not limited to an affidavit by a licensed radio frequency engineer demonstrating that despite diligent efforts to adhere to the established hierarchy within the geographic search area, higher ranking options are not technically feasible or justified given the location of the proposed wireless communications facility and network need.

Example: A new facility meeting the definition of a concealed consolidated WCF is proposed; the applicant demonstrates that the new facility cannot be sited under hierarchy (1)(a) through (1)(b). The applicant then demonstrates the new facility cannot be sited under hierarchy 2. The applicant then moves to hierarchy 3 and is able to propose a site.

1	Co-location with existing antenna support structure: a. That requires no increase in pole or structure height. b. That requires an increase in pole or structure height, which shall comply with MMC 22C.250.080 (3).
2	New concealed antenna support structure or concealed consolidation: • On developed, improved sites in nonresidential zoning districts; or • On publicly owned land. Concealed attached WCF: • Within public parks, public open spaces, and on other publicly owned land; or • Within public rights-of-way; or • Within nonresidential zoning districts or residential zoning districts on lots not used for single-family residential <u>or Middle Housing</u> purposes.
3	Concealed consolidations: a. In nonresidential zoning districts. b. In residential zoning districts on lots not used for single-family residential <u>or Middle Housing</u> purposes.
4	New concealed antenna support structure: a. In nonresidential zoning districts. b. In residential zoning districts on lots not used for single-family residential <u>or Middle Housing</u> purposes.

The community development director may allow the siting of a facility in a location at a lower position in the hierarchy without demonstration that higher ranking options are not technically feasible or justified, provided the applicant demonstrates that the proposed facility location would result in a lesser visual/aesthetic impact and better meets the purposes of this chapter.

Exhibit NNNN

22C.250.070 Wireless communication facilities – General requirements.

(1) Co-located or combined facilities shall comply with the following requirements:

(a) Co-location of antennas onto existing antenna support structures meeting the dimensional standards of this chapter are permitted outright. Antenna mounts shall be flush-mounted onto existing antenna support structure, unless it is demonstrated through RF propagation analysis that flush-mounted antennas will not meet the network objectives of the desired coverage area. Furthermore, an antenna shall only extend vertically above the uppermost portion of the structure to which it is mounted or attached as follows:

(i) Not more than 20 feet on a nonresidential structure; and

(ii) Not more than 15 feet on a multifamily structure.

(b) Co-location of antennas onto a new antenna support structure constructed after May 1, 2006, shall be concealed.

(c) At the time of installation, the WCF base station and ancillary structures shall be brought into compliance with any applicable landscaping requirements.

(d) A co-located or combined WCF, its new base station, and any new ancillary structures shall be subject to the setbacks of the underlying zoning district.

(e) When a co-located or combined WCF is to be located on a nonconforming building or structure, then it shall be subject to the nonconformance provisions of Chapter 22C.100 MMC.

(2) Concealed attached WCFs outside of the public ROW shall comply with the following requirements:

(a) Concealed antennas shall reflect the visual characteristics of the structure to which they are attached and shall be designed to architecturally match the facade, roof, wall, or structure on which they are affixed so that they blend with the existing structural design, color, and texture. This shall include the use of colors and materials, as appropriate. When located on structures such as buildings or water towers, the placement of the antenna on the structure shall reflect the following order of priority in order to minimize visual impact:

(i) A location as close as possible to the center of the structure; and

(ii) Along the outer edges or side-mounted; provided, that in this instance, additional means such as screens should be considered and may be required by the department on a case-by-case basis; and

(iii) When located on the outer edge or side-mounted, be placed on the portion of the structure less likely to be seen from adjacent lands containing, in descending order of priority, existing residences, public parks and open spaces, and public roadways.

(b) The top of the concealed attached WCF shall not be more than 40 feet above the existing or proposed nonresidential building or structure, or more than 15 feet above a residential building. Maximum height must be consistent with MMC 22C.250.080(3).

(c) Feed lines shall be contained within a principal building or encased and the encasement painted to blend and match the design, color, and texture of the facade, roof, wall, or structure to which they are affixed.

(3) Concealed attached WCFs proposed within the public right-of-way shall comply with the following requirements:

(a) An existing pole may be extended or replaced with a new pole, provided the original pole height may be increased by no more than the sum of the height of the wireless antenna(s) and necessary equipment, plus the minimum vertical separation distance as required by the utility agency.

(b) The pole must serve the original purpose and, if replaced, must be of similar appearance and composition as adjacent utility poles. The community development director may authorize the utilization of a composition material other than that of adjacent poles if it can be demonstrated that the utility's engineering requirements necessitate that the different material be utilized.

(c) Antennas shall be flush-mounted.

(d) Field changes necessary in order to meet other utility agency requirements shall be reviewed and approved by the city prior to structure installation.

(4) Concealed antenna support structures shall comply with the following requirements:

(a) Upon application for a new concealed antenna support structure, the applicant shall provide a map showing all existing antenna support structures or other suitable nonresidential structures located within one-quarter mile of the proposed structure with consideration given to engineering and structural requirements.

(b) No new antenna support structure shall be permitted if an existing structure suitable for attachment of an antenna or co-location is located within one-quarter mile, unless the applicant demonstrates that the existing structure is physically or technologically unfeasible, or is not made available for sale or lease by the owner, or is not made available at a market rate cost, or would result in greater visual impact. The burden of proof shall be on the applicant to show that a suitable structure for mounting of antenna or co-location cannot be reasonably or economically used in accordance with these criteria.

(c) In residential districts, new concealed antenna support structures shall only be permitted on lots whose principal use is not single-family residential or Middle Housing, including but not limited to schools, churches, synagogues, fire stations, parks, and other public property.

(d) To the extent that there is no conflict with the color and lighting requirements of the Federal Communications Commission and the Federal Aviation Administration for aircraft safety purposes, new antenna support structures shall be concealed as defined by this title and shall be configured and located in a manner to have the least visually obtrusive profile on the landscape and adjacent properties.

New concealed antenna support 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 materials, and alternative site placement to allow the use of topography, existing vegetation or other structures to screen the proposed concealed antenna support structure from adjacent lands containing, in descending order of priority: existing residences, public parks and open spaces, and public roadways.

(e) At time of application the applicant shall file a letter with the department, agreeing to allow co-location on the tower. The agreement shall commit the applicant to provide, either at a market rate cost or at another cost basis agreeable to the affected parties, the opportunity to co-locate the antenna of other service providers on the applicant's proposed tower to the extent that such co- location is technically and structurally feasible for the affected parties.

(f) All new concealed antenna support structures up to 60 feet in height shall be engineered and constructed to accommodate no less than two antenna arrays. All concealed antenna support structures between 61 feet and 100 feet shall be engineered and constructed to accommodate no less than three antenna arrays. All concealed antenna support structures between 101 and 140 feet shall be engineered and constructed to accommodate no less than four antenna arrays.

(g) Those providing for co-location shall also submit a plan for placement of base station equipment for potential future providers and/or services provided by additional antenna arrays.

(h) Grading shall be minimized and limited only to the area necessary for the new WCF.

(5) Consolidation of WCFs shall comply with the following requirements; consolidation of two or more existing WCFs may be permitted pursuant to the provisions of this chapter, including a CUP and consideration of the following:

(a) WCF consolidation shall reduce the number of WCFs.

(b) If a consolidation involves the removal of WCFs from two or more different sites and if a consolidated WCF is to be erected on one of those sites, it shall be erected on the site that provides for the greatest compliance with the standards of this chapter.

(c) Consolidated WCFs shall be concealed.

(d) All existing base stations and ancillary equipment shall be brought into compliance with this chapter.

(e) New WCFs approved for consolidation of an existing WCF shall not be required to meet new setback standards so long as the new WCF and its base station and ancillary structures are no closer to any property lines or dwelling units than the WCF and base station and ancillary structures being consolidated. For example, if a new WCF is replacing an old one, the new one is allowed to have the same setbacks as the WCF being removed, even if the old one had nonconforming setbacks.

(f) If the consolidated WCF cannot meet the setback requirements, it shall be located on the portion of the parcel on which it is situated which, giving consideration to the following, provides the optimum practical setback from adjacent properties:

(i) Topography and dimensions of the site;

(ii) Location of any existing structures to be retained.

Exhibit OOOO

22D.020.030 Payment of impact fees required.

(1) Payment of Impact Fees Required. Any person who applies for a building permit for any development activity or who undertakes any development activity shall pay the impact fees set in MMC [22D.020.050](#) or [22D.020.060](#) to the city of Marysville finance department or its designee. Except as otherwise provided in this section and MMC Title [22](#), no new building permit shall be issued until the required impact fees have been paid to the city of Marysville finance department or its designee or successor. Where a building permit is not required for a development activity, the impact fees shall be paid to the city of Marysville finance department or its designee before undertaking the development activity.

(2) Deferral of Impact Fee Payments Allowed.

(a) Required impact fee payments may be deferred to final inspection for single-family detached, townhouses, or Middle Housing ~~attached residential~~ dwellings.

(b) 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 (2)(a) of this section, the applicant:

(i) 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.

(c) Compliance with the requirements of the deferral option shall constitute compliance with the conditions pertaining to the timing of payment of the impact fees.

Exhibit PPPP

22D.020.050 Computing required impact fees using adopted impact fee schedules.

At the option of the person applying for a building permit or undertaking development activity, the amount of the impact fees shall be determined by the fee schedules in this section.

(1) When using the impact fee schedules, the impact fees shall be calculated by using the following formula:

Number of units of each use	x	Impact fee amount for a facility type	=	Amount of impact fee that shall be paid for that facility type for that use
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(a) The number of units of each use shall be determined as follows:

(i) For residential uses it is the number of housing units for which a building permit application has been made; and

(ii) For office, retail, or manufacturing uses it is the gross floor area of building(s) to be used for each use expressed in square feet divided by 1,000 square feet. If uses other than parking vehicles which does not constitute a stock in trade and uses accessory to residences will take place outside of buildings, the calculations shall include the land area on which these uses will take place.

(b) Using the formula in subsection (1) of this section, impact fees shall be calculated separately for each use and each facility type. The impact fees that shall be paid are the sum of these calculations.

(c) If a development activity will include more than one use in a building or on a site, then the fee shall be determined using the above schedule by apportioning the space committed to the various uses specified on the schedule.

(d) If the type of use or development activity is not specified on the impact fee schedules in this section, the planning director shall use the impact fee applicable to the most comparable type of land use on the fee schedules. The planning director shall be guided in the selection of a comparable type by the most recent Standard Industrial Code Manual and the Marysville development code. If the planning director determines that there is no comparable type of land use on the above fee schedule then the planning director shall determine the proper fee by considering demographic or other documentation which is available from state, local, and regional authorities.

(e) In the case of a change in use, development activity, redevelopment, or expansion or modification of an existing use, the impact fee shall be based upon the net positive increase in the impact fee based on either the number of dwelling units or square feet of commercial or industrial area for the new development activity as compared to the previous development activity. The planning director shall be guided in this determination by the sources and agencies listed above.

(2) Park, Recreation, Open Space or Trail Facility-Type Impact Fee Schedule.

Land Use	Units	Impact Fee That Shall Be Paid per Unit or S.F.
Single-family residences, (including mobile/ manufactured homes, Middle Housing (excluding <u>accessory dwelling units</u>), duplexes and townhouses attached single-family homes)	1 housing unit	\$1,251.00
Multifamily residences	1 housing unit	\$884.00

Note: Land uses are defined in Chapter [22A.020](#) MMC.

Exhibit QQQQ

22D.020.130 Formula for determining park, recreation, open space or trail impact fees.

(1) The park, recreation, open space or trail impact fees for MMC [22D.020.050](#)(2) shall be the developer fee obligation (F) calculated using the formula and table in this section.

(2) The impact fee service area for park, recreation, open space or trail impact fees shall be the entire city of Marysville.

(3) Separate fees shall be calculated for single-family residences, mobile/manufactured homes, Middle Housing, townhouses, multifamily residences, offices, retail trade, manufacturing, and other uses. For the purposes of this chapter, ~~mobile/homes or manufactured homes, duplexes-Middle Housing, and townhouses~~ single-family attached dwellings shall be charged ~~treated as the~~ single-family residences rate.

(4) The schedule of fees set forth in MMC [22D.020.050](#)(2) shall be adjusted annually beginning January 1, 2001, based upon the change in the Consumer Price Index (CPI-U) for the Seattle-Everett area for the preceding 12 months for which such CPI data is available.

Formulas for Determining Park, Recreation, Open Space or Trail Impact Fees:

For assessing impacts of residential properties, the capital facility plan is used as the basis for the fee calculation.

IF:

A = Parks, recreation, open space or trails capital facility program.

B = City of Marysville contribution.

C = Percent of total park use demanded by land use category.

D = Projected growth by number of units per land use category.

F = Developer fee obligation.

THEN:

$F = [(A - B) \times C]/D$

Exhibit RRRR

22D.030.040 Definitions.

- (1) "Approving authority" means the city employee, agency or official having authority to issue the approval or permit for the development involved.
- (2) "Arterial unit" means a road, segment of a road, or portion of a road or a system of roads, or intersection, consistent with the level of service methodology adopted in the city transportation element of the comprehensive plan and consistent with the criteria established by the director, for the purpose of making level of service concurrency determinations.
- (3) "Arterial unit in arrears" means any arterial unit operating below the adopted level of service standard adopted in the transportation element of the comprehensive plan, except where improvements to such a unit have been programmed in the city six-year transportation improvement program adopted pursuant to RCW 36.81.121 with funding identified that would remedy the deficiency within six years.
- (4) "Capacity improvements" means any improvements that increase the vehicle and/or people moving capacity of the road system.
- (5) "Capital facilities plan" means all documents comprising the capital facilities element of the comprehensive plan that, for capital facilities, consists of an inventory of facilities owned by public entities, forecasts of future needs, new and expanded facilities, and a multi-year financing plan, adopted pursuant to Chapter 36.70A RCW.
- (6) "Comprehensive plan" means the generalized, coordinated land use policy statement of the city council adopted pursuant to Chapter 36.70A RCW, which may include a land use plan, a capital facilities plan, a transportation element, subarea plans and any such other documents or portions of documents identified as constituting part of the comprehensive plan under Chapter 36.70A RCW.
- (7) "Dedication" means conveyance of land to the city for road purposes by deed or some other instrument of conveyance or by dedication on a duly filed and recorded plat or short plat.
- (8) "Department" means either the city of Marysville public works or community development department, whichever department is relevant to the city action being referred to in this title.
- (9) "Developer" means the person applying for or receiving a permit or approval for a development as defined in subsection (10) of this section.
- (10) "Development" means all the subdivisions, short subdivisions, industrial or commercial building permits, conditional use permits, binding site plans (including those associated with rezone applications), or building permits (including building permits for single-family detached, Middle Housing, townhouses, multifamily and duplex residential structures, and all similar uses), changes in occupancy and other applications pertaining to land uses that:
- (a) Require land use permits or approval by the city of Marysville; or
 - (b) Which are located in areas of the county or other cities and which will impact the city of Marysville's public road system.

"Development" does not include building permits for single-family ~~detached residential dwellings, attached or detached accessory apartments dwelling units~~, or duplex conversions, on existing tax lots.

(11) "Direct traffic impact" means any new vehicular trip added by new development to its road system as defined in subsection (20) of this section.

(12) "Director" means the director of the city of Marysville department of either public works or community development or his/her authorized designee, whichever director is relevant to the city action being referred to in this title.

(13) "Frontage improvements" means improvements on roadways abutting a development and tapers thereto required as a result of a development. Generally, frontage improvements shall consist of appropriate base materials; curb, gutter, and sidewalk; storm drainage improvements; bus pullouts and waiting areas where necessary; bicycle lanes and bicycle paths where applicable; and lane improvements.

(14) "Highway capacity manual" means the current Highway Capacity Manual, Transportation Research Board, National Research Council, 2101 Constitution Avenue, Washington, D.C.; amendments thereto; and any supplemental editions or documents published by the Transportation Research Board adopted by the U.S. Department of Transportation, Federal Highway Administration.

(15) "Inadequate road condition" means any road condition, whether existing on the road system or created by a new development's access or impact on the road system, which jeopardizes the safety of road users, including nonautomotive users, as determined by the city engineer in accordance with the department policy and procedure for the determination of inadequate road conditions.

(16) "Level of service (LOS)" means a qualitative measure describing operational conditions within a traffic stream, and the perception thereof by road users. Level of service standards may be evaluated in terms such as speed and travel time, freedom to maneuver, traffic interruptions, comfort, convenience, geographic accessibility, and safety. The highway capacity manual defines six levels of service for each type of facility for which analysis procedures are available. They are given letter designations, from A to F, with level-of-service A representing the best operating condition, and level-of-service F the worst. For the purposes of this title, level of service will be measured only on arterial units.

(17) "Off-site road improvement" means improvement, except a frontage improvement, to an existing or proposed city or county road outside the boundaries of a development, which improvement is required or recommended in accordance with this title.

(18) "Public agency" means any school district, public water, sewer or utility district; fire district; airport district; public transportation benefit area; or local government agency seeking a land use permit or approval reviewed under this title.

(19) "Road" means an open, public way for the passage of vehicles that, where appropriate, may include pedestrian, equestrian and bicycle facilities. Limits include the outside edge of sidewalks, or curbs and gutters, paths, walkways, or side ditches, including the appertaining shoulder and all slopes, ditches, channels, waterways, and other features necessary for proper drainage and structural stability within the right-of-way or access easement.

(20) "Road system" means those existing or proposed public roads, whether state, county or city (including freeway interchanges with county roads or city streets and the ramps for those interchanges but excluding freeway mainlines), within the transportation service area.

(21) "Transportation element" means the element of the city comprehensive plan that for transportation consists of goals and policies, an inventory of facilities and services, adopted level of service standards, an analysis of deficiencies and needs, system improvements and management strategies and a multi-year financial plan, adopted pursuant to Chapter 36.70A RCW.

(22) "Transportation service area" means a geographic area of the city, as defined in the transportation element, identified for the purpose of evaluating the transportation impacts of development, determining proportionate shares of needed transportation improvements and allocating revenue to transportation improvement projects.

(23) "WSDOT" means the Washington State Department of Transportation.

Exhibit SSSS

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 section 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 (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 reevaluated 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, Middle Housing, or townhouses ~~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 acknowledgment 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.

Exhibit TTTT

22D.040.020 Definitions.

(1) Words Defined by RCW 82.02.090. Words used in this chapter and defined in RCW 82.02.090 shall have the same meaning assigned in RCW 82.02.090 unless a more specific definition is contained in subsection (2) of this section.

(2) Other Definitions.

(a) "Average assessed value" means the district's average assessed value for each dwelling unit type.

(b) "Boeckh index" means the current construction trade index of construction costs for each school type.

(c) "Capital facilities" means school facilities identified in a school district's capital facilities plan and are "system improvements" as defined by the GMA as opposed to localized "project improvements."

(d) "Capital facilities plan" means a district's facilities plan adopted by its school board consisting of those elements required by MMC 22D.040.030 and meeting the requirements of the GMA.

(e) "Council" means the Marysville city council.

(f) "County" means Snohomish County.

(g) "Department" means the city of Marysville planning and building department.

(h) "Developer" means the proponent of a development activity, such as any person or entity who owns or holds purchase options or other development control over property for which development activity is proposed.

(i) "Development" means all subdivisions, short subdivisions, conditional or special use permits, binding site plan approvals, rezones accompanied by an official site plan, or building permits (including building permits for single family detached, Middle Housing, townhouses, and multifamily and duplex residential structures, and all similar uses) and other applications requiring land use permits or approval by the city of Marysville.

(j) "Development activity" means any residential construction or expansion of a building, structure or use of land, or any other change in use of a building, structure, or land that creates additional demand and need for school facilities, but excluding building permits for remodeling or renovation permits which do not result in additional dwelling units. Also excluded from this definition is "housing for older persons" as defined by 46 U.S.C. Section 3607, when guaranteed by a restrictive covenant, and new single-family detached units constructed on legal lots created prior to the effective date of the ordinance codified in this chapter.

(k) "Development approval" means any written authorization from the city which authorizes the commencement of a development activity.

(l) "Director" means the city planner or the city planner's designee.

(m) "District" means a school district whose geographic boundaries include areas within the city of Marysville.

(n) "District property tax levy rate" means the district's current capital property tax rate per \$1,000 of assessed value.

(o) "Dwelling unit type" means:

(i) Single-family residences;

(ii) Middle Housing units as defined in MMC 22A.020.140 (excluding accessory dwelling units);

~~(iii)~~ (iii) Multifamily studio or one-bedroom apartment or condominium units; and

~~(iv)~~ (iv) Multifamily multiple-bedroom apartment or condominium units.

(v) Townhouse units as defined in MMC 22A.020.210.

(p) "Encumbered" means school impact fees identified by the district to be committed as part of the funding for capital facilities for which the publicly funded share has been assured, development approvals have been sought or construction contracts have been let.

(q) "Estimated facility construction cost" means the planned costs of new schools or the actual construction costs of schools of the same grade span recently constructed by the district, including on-site and off-site improvement costs. If the district does not have this cost information available, construction costs of school facilities of the same or similar grade span within another district are acceptable.

(r) "Facility design capacity" means the number of students each school type is designed to accommodate, based on the district's standard of service as determined by the district.

(s) "Grade span" means a category into which a district groups its grades of students (e.g., elementary, middle or junior high, and high school).

(t) "Growth Management Act/GMA" means the Growth Management Act, Chapter 17, Laws of the State of Washington of 1990, First Executive Session, as now in existence or as hereafter amended.

(u) "Interest rate" means the current interest rate as stated in the Bond Buyer Twenty Bond General Obligation Bond Index.

(v) "Land cost per acre" means the estimated average land acquisition cost per acre (in current dollars) based on recent site acquisition costs, comparisons of comparable site acquisition costs in other districts, or the average assessed value per acre of properties comparable to school sites located within the district.

(w) "Middle Housing unit" means any residential dwelling unit meeting the definition of Middle Housing in MMC 22A.020.140, excluding accessory dwelling units.

~~(w)~~(x) "Multifamily unit" means any residential dwelling unit meeting the definition of multifamily dwelling unit in MMC 22A.020.140 that is not a single-family unit as defined by this chapter.

~~(x)~~(y) "Permanent facilities" means school facilities of the district with a fixed foundation.

~~(y)~~(z) "Relocatable facilities" means factory-built structures, transportable in one or more sections, that are designed to be used as education spaces and are needed to prevent the overbuilding of school facilities, to meet the needs of service areas within a district, or to cover the gap between the time that families move into new residential developments and the date that construction is completed on permanent school facilities.

~~(z)~~(aa) "Relocatable facilities cost" means the total cost, based on actual costs incurred by the district, for purchasing and installing portable classrooms.

~~(aa)~~(bb) "Relocatable facilities student capacity" means the rated capacity for a typical portable classroom used for a specified grade span.

~~(bb)~~(cc) "School impact fee" means a payment of money imposed upon development as a condition of development approval to pay for school facilities needed to serve new growth and development. The school impact fee does not include a reasonable permit fee, an application fee, the administrative fee for collecting and handling impact fees, or the cost of reviewing independent fee calculations.

~~(cc)~~(dd) "Single-family unit" means any detached residential dwelling unit designed for occupancy by a single family or household.

~~(dd)~~(ee) "Standard of service" means the standard adopted by each district which identifies the program year, the class size by grade span and taking into account the requirements of students with special needs, the number of classrooms, the types of facilities the district believes will best serve its student population, and other factors as identified in the district's capital facilities plan. The district's standard of service shall not be adjusted for any portion of the classrooms housed in relocatable facilities which are used as transitional facilities or from any specialized facilities housed in relocatable facilities.

~~(ee)~~(ff) "State match percentage" means the proportion of funds that are provided to the district for specific capital projects from the state's common school construction fund. These funds are disbursed based on a formula which calculates district assessed valuation per pupil relative to the whole state assessed valuation per pupil to establish the maximum percentage of the total project eligible to be paid by the state.

~~(ff)~~(gg) "Student factor (student generation rate)" means the number of students of each grade span (elementary, middle/junior high, high school) that a district determines are typically generated by different dwelling unit types within the district. Each school district will use a survey or statistically valid methodology to derive the specific student generation rate; provided, that the survey or methodology is approved by the Marysville city council as part of the adopted capital facilities plan for each school district.

(hh) "Townhouse unit" means any residential dwelling unit meeting the definition of townhouses as defined in MMC 22A.020.210.

Exhibit UUUU

22D.040.060 Impact fee accounting.

(1) Collection and Transfer of Fees, Fund Authorized and Created.

(a) Except as otherwise provided in this section and MMC Title [22](#), school impact fees shall be due and payable to the city by the developer at or before the time of issuance of residential building permits for all development activities.

(b) In conjunction with the adoption of the city budget, there is hereby authorized the creation and establishment of a fund to be designated the "school impact fee fund." The city shall temporarily deposit all impact fees collected on behalf of a district pursuant to this chapter and any interest earned thereon in the school impact fee fund with specific organizational identity for a district until the transfer of the fees to the school district's school impact fee account pursuant to the interlocal agreement between the city and the district.

(c) Districts eligible to receive school impact fees collected by the city shall establish an interest-bearing account separate from all other district accounts. The city shall deposit school impact fees in the appropriate district account within 10 days after receipt, and shall contemporaneously provide the receiving district with a notice of deposit.

(d) Each district shall institute a procedure for the disposition of impact fees and providing for annual reporting to the city that demonstrates compliance with the requirements of RCW [82.02.070](#), and other applicable laws.

(2) Use of Funds.

(a) School impact fees may be used by the district only for capital facilities that are reasonably related to the development for which they were assessed and may be expended only in conformance with the district's adopted capital facilities plan.

(b) In the event that bonds or similar debt instruments are issued for the advance provision of capital facilities for which school impact fees may be expended, and where consistent with the provisions of the bond covenants and state law, school impact fees may be used to pay debt service on such bonds or similar debt instruments to the extent that the capital facilities provided are consistent with the requirements of this title.

(c) The responsibility for assuring that school impact fees are used for authorized purposes rests with the district receiving the school impact fees. All interest earned on a school impact fee account must be retained in the account and expended for the purpose or purposes for which the school impact fees were imposed, subject to the provisions of subsection (3) of this section.

(d) Each district shall provide the city an annual report showing the source and the amount of school impact fees received by the district and the capital facilities financed in whole or in part with those school impact fees.

(3) Deferral of School Impact Fee Payments Allowed.

(a) Required school impact fee payments may be deferred to final inspection for a single-family detached, ~~or attached residential~~ Middle Housing, or townhouse dwelling.

(b) 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 or prior to final inspection for deferment under subsection (3)(a) of this section, the applicant:

(i) 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.

(c) The city may initiate any other action(s) legally available to collect such school impact fees.

(d) Compliance with the requirements of the deferral option shall constitute compliance with the conditions pertaining to the timing of payment of the impact fees.

(4) Refunds.

(a) School impact fees not spent or encumbered within six years after they were collected shall, upon receipt of a proper and accurate claim, be refunded, together with interest, to the then current owner of the property. In determining whether school impact fees have been encumbered, impact fees shall be considered encumbered on a first-in, first-out basis. At least annually, the city, based on the annual report received from each district pursuant to subsection (2)(d) of this section, shall give notice to the last known address of potential claimants of any funds, if any, that it has collected that have not been spent or encumbered. The notice will state that any persons entitled to such refunds may make claims.

(b) Refunds provided for under this section shall be paid only upon submission of a proper claim pursuant to city claim procedures. Such claims must be submitted to the director within one year of the date the right to claim the refund arises, or the date of notification provided for above, where applicable, whichever is later.

(5) Reimbursement for City Administrative Costs, Legal Expenses, and Refund Payments. Each participating school district shall enter into an agreement with the city of Marysville providing for such matters as the collection, distribution and expenditure of fees and for reimbursement of any legal expenses and staff time associated with defense of this chapter as more specifically set forth in an interlocal agreement between the city and a school district, and payment of any refunds provided under subsection (3) of this section. The city's costs of administering the impact fee program shall be paid by the applicant to the city as part of the development application fee. Said fee shall be as set forth in Chapter [22G.030](#) MMC and shall be an amount that approximates, as nearly as possible, the actual administrative costs of administering the school impact fee program.

Exhibit VVVV

22E.010.360 On-site density transfer for critical areas.

(1) An owner of a residential site or property containing critical areas may be permitted to transfer the density attributable to the critical area and associated buffer area or setback to another noncritical portion of the same site or property, subject to the limitations of this section and other applicable regulations. In the case of streams, only the density attributable to the buffer may be transferred.

(2) Up to 100 percent of the density that could be achieved on the critical area and buffer portion of the site, excluding stream channels, can be transferred to the noncritical area portion, subject to:

(a) The density limitations of the underlying zone must be applied;

(b) The ~~bulk and dimensional lot size, building coverage, and impervious coverage~~ standards of the next higher zoning classification may be utilized to accommodate the transfers in density;

(c) The noncritical, nonbuffer portion of the site is not constrained by another environmentally critical area regulated by this code.

(3) An on-site density transfer shall meet the requirements and follow the procedures of Chapter 22G.090 MMC, Subdivisions and Short Subdivisions.

Exhibit WWWW

22E.030.090 Categorical exemptions, threshold determinations, and enforcement of mitigating measures.

The city of Marysville adopts WAC [197-11-300](#) through [197-11-390](#), [197-11-800](#) through [197-11-890](#), and [197-11-908](#) as now existing or hereinafter amended, by reference, subject to the following:

(1) Establishment of Flexible Thresholds for Categorically Exempt Actions. The following exempt threshold levels are hereby established pursuant to WAC [197-11-800](#)(1)(d):

- (a) The construction or location of any single-family residential or Middle Housing structures of less than or equal to 30 dwelling units;
- (b) The construction or location of any multifamily residential structures of less than or equal to 60 dwelling units;
- (c) The construction of a barn, loafing shed, farm equipment storage building, produce storage or packing structure, or similar agricultural structure, covering less than or equal to 40,000 square feet, and to be used only by the property owner or his or her agent in the conduct of farming the property. This exemption shall not apply to feed lots;
- (d) The construction of an office, school, commercial recreational, service or storage building with less than or equal to 30,000 square feet of gross floor area, and with associated parking facilities and/or independent parking facilities designed for less than or equal to 90 automobiles;
- (e) Any landfill or excavation of less than or equal to 1,000 cubic yards throughout the total lifetime of the fill or excavation; and any fill or excavation classified as a Class I, II, or III forest practice under RCW [76.09.050](#) or regulations thereunder.

(2) The exemptions in this subsection apply except when the project:

- (a) Is undertaken wholly or partly on lands covered by water and this remains true whether lands covered by water are mapped;
- (b) Requires a license governing discharges to water that is not exempt under RCW [43.21C.0383](#);
- (c) Requires a license governing emissions to air that is not exempt under RCW [43.21C.0381](#) or WAC [197-11-800](#)(7) or (8); or
- (d) Requires a land use decision that is not exempt under WAC [197-11-800](#)(6).
- (e) A series of exempt actions that are physically or functionally related to each other, and that together may have a probable significant adverse environmental impact in the judgment of the director/agency with jurisdiction may be subject to SEPA.

(3) Categorical Exemptions without Flexible Thresholds. The following proposed actions that do not have flexible thresholds are categorically exempt from threshold determination and EIS requirements, subject to the rules and limitations on categorical exemptions contained in WAC [197-11-305](#):

- (a) Actions listed in WAC [197-11-800](#)(2) through (26).

(4) Environmentally Critical Areas. The Marysville shoreline environments map and the critical areas maps adopted pursuant to this title designate the location of environmentally sensitive areas within the city and are adopted by reference. For each environmentally sensitive area, the exemptions within WAC [197-11-800](#) that are inapplicable for the area are (1), (2)(d), (2)(e), (6)(a) and (24)(a) through (g). Unidentified exemptions shall continue to apply within environmentally sensitive areas of the city.

(a) Lands Covered by Water. Certain exemptions do not apply on lands covered by water, and this remains true regardless of whether or not lands covered by water are mapped.

(b) Treatment. The city shall treat proposals located wholly or partially within an environmentally critical area no differently than other proposals under this chapter, making a threshold determination for all such proposals. The city shall not automatically require an EIS for a proposal merely because it is proposed for location in an environmentally critical area.

(5) Responsibility for Determination of Categorical Exempt Status. The determination of whether a proposal is categorically exempt shall be made by the responsible official.

(6) Mitigation Measures. Modifications to a SEPA checklist or other environmental documentation that result in substantive mitigating measures shall follow one of the following processes:

(a) The responsible official may notify the applicant of the requested modifications to the proposal and identify the concerns regarding unmitigated impacts. The applicant may elect to revise or modify the environmental checklist, application, or supporting documentation. The modifications may include different mitigation measures than those requested by the responsible official; however, acceptance of the proposed measures is subject to subsequent review and approval by the responsible official.

(b) The responsible official may make a mitigated determination of nonsignificance (MDNS), identifying mitigating measures. The MDNS may be appealed by the applicant pursuant to MMC [22E.030.180](#).

(c) The responsible official may identify mitigating measures in a letter and mail that letter to the applicant. In writing, the applicant may acknowledge acceptance of these measures as mitigating conditions. The acknowledgement shall be incorporated into the application packet as supporting environmental documentation or as an addendum to the environmental checklist.

(7) Enforcing Mitigation Measures. Pursuant to WAC [197-11-350](#)(7), the city hereby adopts the following procedures for the enforcement of mitigation measures:

(a) Incorporation of Representations Made by Applicant into MDNS or DNS and Approval. Representations made in the environmental checklist and supporting documentation shall be considered as the foundation of any decision or recommendation of approval of the action. As such, the responsible official relies on this documentation in making a decision on a proposal. Unless specifically revised by the responsible official or applicant, those statements, representations, and mitigating measures contained in the environmental checklist, application, and supporting documentation shall be considered material conditions of any approval. Mitigating measures shall only be included on a DNS under the following circumstances:

(i) When the UDC does not provide adequate regulations to mitigate for an identified impact, and when any one of the following circumstances or combination of circumstances exists:

(A) When such conditions are not specifically written in the environmental checklist, application, or supporting information; or

(B) When the responsible official determines that the proposed conditions or representations contained within that information do not adequately address impacts from a proposal.

(b) Modifications to a Proposal – Responsible Official May Withdraw Threshold Determination. If, at any time, the proposal or proposed mitigation measures are substantially changed, or if proposed mitigation measures are withdrawn, then the responsible official shall review the threshold determination and, if necessary, may withdraw the threshold determination and issue a revised determination, including a determination of significance (DS), as deemed appropriate.

(c) Enforcement of Mitigation Measures. Mitigation measures that are identified in an environmental checklist, development application, supporting documentation, an EIS or an MDNS shall be considered material conditions of the permit or approval that is issued by the reviewing department. As such, failure to comply with these measures may be enforceable through the enforcement provisions that regulate the proposal.

Exhibit XXXX

22G.010.160 Administrative approvals subject to notice.

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

- (a) Binding site plans;
- (b) Conditional use permits;
- (c) Major revisions to approved developments or permits in accordance with MMC [22G.010.270](#);
- (d) Master plans for properties under ownership or contract of applicant(s);
- (e) Shoreline permits for substantial developments;
- (f) Short subdivisions; ~~and~~
- (g) Site plans with commercial, industrial, institutional (e.g., church, school), multifamily, or townhouse-; and
- (h) Unit lot subdivisions.

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

- (a) If no appeal is submitted, the preliminary approval becomes final at the expiration of the 14-day notice period.
- (b) If a written notice of appeal is received within the specified appeal periods, the matter will be referred to the hearing examiner for an open record public hearing.

Exhibit YYYY

22G.010.250 Vesting.

(1) Purpose. The purpose of this section is to implement plan policies and state laws that provide for vesting. This section is intended to provide property owners, permit applicants, and the general public assurance that regulations for project development will remain consistent during the lifetime of the application. The section also establishes time limitations on vesting for permit approvals and clarifies that once those time limitations expire, all current development regulations and current land use controls apply.

(2) Applicability. This section applies to complete applications and permit approvals required by the city of Marysville pursuant to MMC Title [22](#), including and limited to land use permits, preliminary subdivisions, final subdivisions, short subdivisions, unit lot subdivisions, binding site plans, conditional use permits, shoreline development permits and any other land use permit application that is determined by Washington State law to be subject to the Vested Rights Doctrine. Vesting of building permit applications is governed by the rules of RCW [19.27.095](#) and MMC Title [16](#).

(3) Vesting of Applications.

(a) An application described in subsection (2) of this section shall be reviewed for consistency with the applicable development regulations in effect on the date the application is deemed complete.

(b) An application described in subsection (2) of this section shall be reviewed for consistency with the construction and utility standards in effect on the date the separate application for a construction or utility permit is deemed complete. An applicant may submit a separate construction or utility permit application simultaneously with any application described in subsection (2) of this section to vest for a construction or utility standard. The application or approval of a construction or utility permit or the payment of connection charges or administrative fees to a public utility does not constitute a binding agreement for service and shall not establish a vesting date for development regulations used in the review of applications described in subsection (2) of this section.

(c) An application described in subsection (2) of this section utilizing vested rights shall be subject to all development regulations in effect on the vesting date.

(d) An application described in subsection (2) of this section that is deemed complete is vested for the specific use, density, and physical development that is identified in the application submittal.

(e) Applications submitted pursuant to MMC Title [22](#) that are not listed in subsection (2) of this section shall be governed by those standards which apply to said application. These applications shall not vest for any additional development regulations.

(f) The property owner is responsible for monitoring the time limitations and review deadlines for the application. The city shall not be responsible for maintaining a valid application. If the application expires, a new application may be filed with the community development department, but shall be subject to the development regulations in effect on the date of the new application.

(4) Duration of Vesting.

(a) Land Use Permits. The development of an approved land use permit shall be governed by the terms of approval of the permit unless the legislative body finds that a change in conditions creates a serious threat to the public health, safety or welfare.

(b) Preliminary Subdivision. Development of an approved preliminary subdivision shall be based on the controls contained in the hearing examiner's decision. A final subdivision meeting all of the requirements of the preliminary subdivision approval shall be submitted within the time period specified in MMC [22G.090.170](#) and RCW [58.17.140](#). Any extension of time beyond the time period specified in MMC [22G.090.170](#) and RCW [58.17.140](#) may contain additional or altered conditions and requirements based on current development regulations and other land use controls.

(c) Land Use Permits Associated with a Preliminary Subdivision. Land use permit applications, such as planned residential development applications that are approved as a companion to a preliminary subdivision application shall remain valid for the duration of the preliminary and final subdivision as provided in subsections (4)(b) and (d) of this section.

(d) Final Subdivision. The lots in a final subdivision may be developed by the terms of approval of the final subdivision, and the development regulations in effect at the time the preliminary subdivision application was deemed complete for a period as specified in RCW [58.17.170](#) unless the legislative body finds that a change in conditions creates a serious threat to the public health, safety or welfare.

(e) Short Subdivision or Unit Lot Subdivision. The lots in a short subdivision or unit lot subdivision may be developed by the terms and conditions of approval, and the development regulations in effect at the time the application was deemed complete for a period specified in RCW [58.17.170](#) unless the legislative body finds that a change in conditions creates a serious threat to the public health, safety or welfare.

(f) Binding Site Plan. The lots in a binding site plan may be developed by the terms of approval of the binding site plan, and the development regulations in effect at the time the application was deemed complete unless the legislative body finds that a change in conditions creates a serious threat to the public health, safety or welfare.

(g) All approvals described in this section shall be vested for the specific use, density, and physical development that is identified in the permit approval.

(h) Sign Permit. A sign permit shall expire if the permit is not exercised within one year of its issuance. No extensions of the expiration date shall be permitted.

(i) Stormwater Design Requirements. See MMC [14.15.015](#) for stormwater design vesting time frames.

(5) Waiver of Vesting. A property owner may voluntarily waive vested rights at any time during the processing of an application by delivering a written and signed waiver to the director stating that the property owner agrees to comply with all development regulations in effect on the date of delivery of the waiver. Any change to the application is subject to the modification criteria described in MMC [22G.010.260](#) and [22G.010.270](#) and may require revised public notice and/or additional review fees.

Exhibit ZZZZ

22G.010.260 Minor revisions to approved development applications.

The purpose and intent of this section is to provide an administrative process for minor revisions to approved development applications. For the purposes of this section, approved development applications shall include preliminary approval for subdivisions, ~~and short subdivisions, and unit lot subdivisions,~~ and final approval prior to construction for all other development applications.

(1) A minor revision to an approved residential development application is limited to the following when compared to the original development application; provided, that there shall be no change in the proposed type of development or use:

(a) Short subdivisions shall be limited to no more than one additional lot, provided the maximum number of lots allowed in a short subdivision is not exceeded.

(b) Subdivisions, Planned Residential Developments, ~~single-family detached unit developments, Middle Housing,~~ cottage housing, townhomes and multiple-family developments shall be limited to the lesser of:

(i) A 10 percent increase in the number of lots or units; or

(ii) An additional 10 lots or units, provided the additional/lots units will not cause the project to exceed the maximum categorical exemption threshold level established in MMC 22E.030.090.

(c) A reduction in the number of lots or units.

(d) A change in access points may be allowed when combined with subsection (1)(a) or (b) of this section or as a standalone minor revision; provided, that it does not change the trip distribution. No change in access points that changes the trip distribution can be approved as a minor revision.

(e) A change to the project boundaries required to address surveying errors or other issues with the boundaries of the approved development application; provided, that the number of lots or units cannot be increased above the number that could be approved as a minor revision to the original approved development application on the original project site before any boundary changes.

(f) A change to the internal lot lines that does not increase lot or unit count beyond the amount allowed for a minor revision.

(g) A change in the aggregate area of designated open space that does not decrease the amount of designated open space by more than 10 percent. Under no circumstances shall the quality or amount of designated open space be decreased to an amount that is less than that required by code.

(h) A change not addressed by the criteria in subsections (1)(a) through (g) of this section which does not substantially alter the character of the approved development application or site plan and prior approval.

(2) A minor revision to an approved unit lot subdivision application is limited to the following when compared to the original development application; provided, that there shall be no change in the proposed type of development or use:

(a) The outer boundaries of the fee simple unit lot subdivision (other than for survey discrepancies).

(b) The dimension of lot lines within the fee simple unit lot subdivision by more than two percent.

(c) The conditions of preliminary fee simple unit lot subdivision approval.

(d) Road alignments or connections and/or do not increase the number of lots.

~~(2)~~(3) A minor revision to an approved nonresidential development application is limited to the following when compared to the original development application; provided, that there is no change in the proposed type of development or use or no more than a 10 percent increase in trip generation:

(a) A utility structure shall be limited to no more than a 400-square-foot increase in the gross floor area.

(b) All other structures shall be limited to no more than a 10 percent increase in the gross floor area.

(c) A change in access points when combined with subsection (2)(a) or (b) of this section or as a standalone minor revision.

(d) A change which does not substantially alter the character of the approved development application or site plan and prior approval.

~~(3)~~(4) A minor revision may be approved subject to the following:

(a) An application for a minor revision shall be submitted on forms approved by the community development department. An application for a minor revision shall not be accepted if a variance is required to accomplish the change to the approved development.

(b) An application for a minor revision shall be accompanied by any fees specified in Chapter 22G.030 MMC.

(c) An application for a minor revision shall require notification of the relevant city departments and agencies.

(d) An application for a minor revision shall be subject to the development regulations in effect as of the date the original development application was determined to be complete.

(e) The director shall grant approval of the request for a minor revision if it is determined that the minor revision does not substantially alter:

(i) The previous approval of the development application;

(ii) The final conditions of approval; or

(iii) The public health, safety and welfare.

(f) A minor revision shall be properly documented as a part of the records for the approved development application.

(g) A minor revision does not extend the life or term of the development application approval and concurrency determination, which shall run from the original date of:

(i) Preliminary approval for subdivisions, ~~or~~ short subdivisions, or unit lot subdivisions; or

(ii) Approval for all other development applications.

~~(4)~~(5) The final determination of what constitutes a minor revision shall be made by the community development director.

~~(2)~~(6) A minor revision to an approved nonresidential development application is limited to the following when compared to the original development application; provided, that there is no change in the proposed type of development or use or no more than a 10 percent increase in trip generation:

(a) A utility structure shall be limited to no more than a 400-square-foot increase in the gross floor area.

(b) All other structures shall be limited to no more than a 10 percent increase in the gross floor area.

(c) A change in access points when combined with subsection (2)(a) or (b) of this section or as a standalone minor revision.

(d) A change which does not substantially alter the character of the approved development application or site plan and prior approval.

~~(3)~~(7) A minor revision may be approved subject to the following:

(a) An application for a minor revision shall be submitted on forms approved by the community development department. An application for a minor revision shall not be accepted if a variance is required to accomplish the change to the approved development.

(b) An application for a minor revision shall be accompanied by any fees specified in Chapter 22G.030 MMC.

(c) An application for a minor revision shall require notification of the relevant city departments and agencies.

(d) An application for a minor revision shall be subject to the development regulations in effect as of the date the original development application was determined to be complete.

(e) The director shall grant approval of the request for a minor revision if it is determined that the minor revision does not substantially alter:

(i) The previous approval of the development application;

(ii) The final conditions of approval; or

(iii) The public health, safety and welfare.

(f) A minor revision shall be properly documented as a part of the records for the approved development application.

(g) A minor revision does not extend the life or term of the development application approval and concurrency determination, which shall run from the original date of:

(i) Preliminary approval for subdivisions, ~~or~~ short subdivisions, or unit lot subdivisions; or

(ii) Approval for all other development applications.

~~(4)~~(8) The final determination of what constitutes a minor revision shall be made by the community development director.

Exhibit AAAAA

22G.010.270 Major revisions to approved residential development applications.

The purpose and intent of this section is to provide a process for major revisions to approved residential development applications. Residential development applications shall include short subdivisions, subdivisions, single-family detached unit developments, Middle Housing, cottage housing, townhomes and multiple-family developments. For the purposes of this section, approved residential development applications shall include preliminary approval for subdivisions and short subdivisions and final approval prior to construction for all other residential development applications.

(1) A major revision to an approved residential development application is limited to the following when compared to the original development application, provided there is no change in the proposed type of development or use:

(a) Subdivisions, single-family detached unit developments, Middle Housing, cottage housing, townhomes and multiple-family developments shall be limited to the lesser of:

(i) A 20 percent increase in the number of lots or units; or

(ii) An additional 20 lots or units.

(b) A change in access points, when combined with subsection (1)(a) of this section.

(c) A change to the project boundaries required to address surveying errors or other issues with the boundaries of the approved development application; provided, that the number of lots or units cannot be increased above the number that could be approved as a minor revision to the original approved development application on the original project site before any boundary changes.

(d) A change to the internal lot lines when combined with another criteria in subsection (1) of this section that does not increase lot or unit count beyond the amount allowed for a major revision.

(e) A change in the aggregate area of designated open space beyond that allowed as a minor revision; provided, that the decrease will not result in an amount that is less than that required by code.

(f) A change not addressed by the criteria in subsections (1)(a) through (e) of this section which does not substantially alter the character of the approved development application or site plan and prior approval.

(2) A major revision shall require processing through the same process as a new development application subject to the following:

(a) An application for a major revision shall be submitted on forms approved by the department. An application for a major revision shall not be accepted if a variance is required to accomplish the change to the approved development.

(b) An application for a major revision shall be accompanied by any fees specified in Chapter 22G.030 MMC.

(c) An application for a major revision shall require public notice pursuant to MMC 22G.010.090.

(d) An application for a major revision shall be subject to the development regulations in effect as of the date the original development application was determined to be complete.

(e) The community development director or the hearing examiner shall grant approval of the major revision if it is determined that the major revision does not substantially alter:

(i) The previous approval of the development application;

(ii) The final conditions of approval; or

(iii) The public health, safety and welfare.

(f) A major revision shall be properly documented as a part of the records for the approved development application.

(g) A major revision does not extend the life or term of the development application approval and concurrency determination, which shall run from the original date of:

(i) Preliminary approval for subdivisions or short subdivisions; or

(ii) Approval for all other residential development applications.

(3) The final determination of what constitutes a major revision shall be made by the community development director.

Exhibit BBBBB

22G.030.020 General fee structure.

(1) The city shall review and adjust fees as necessary every five years based on the cost of fee service.

(2) The community development department is authorized to charge and collect the following fees:

Type of Activity	2023/2024 Fees	2025 Fees	2026 Fees	2027 Fees	2028 Fees
Land Use Review Fees					
Administrative approval (bed and breakfast, zoning verification letter, or similar request)	\$251	\$259	\$267	\$275	\$283
Annexation:					
Under 10 acres	\$7,524	\$7,750	\$7,983	\$8,222	\$8,469
Over 10 acres	\$10,031	\$10,332	\$10,642	\$10,961	\$11,290
Appeal (quasi-judicial):					
All appeal fees include the hearing examiner fee.					
For residential properties with 1 – 9 lots and/or units; or commercial properties that are 0 – 1 acres in size.	\$1,000	\$1,030	\$1,061	\$1,092	\$1,125
For residential properties with 10 – 20 lots and/or units; or commercial properties that are 1.01 – 3 acres in size.	\$1,750	\$1,803	\$1,857	\$1,912	\$1,970
For residential properties more than 20 lots and/or units; or commercial properties greater than 3 acres in size.	\$2,500	\$2,575	\$2,652	\$2,731	\$2,814
Appeals (administrative)	\$500	\$515	\$530	\$546	\$563
Boundary line adjustment	\$1,003 for two lots plus \$250 each additional lot	\$1,033 for two lots plus \$258 each additional lot	\$1,064 for two lots plus \$266 each additional lot	\$1,096 for two lots plus \$274 each additional lot	\$1,129 for two lots plus \$282 each additional lot
Comprehensive plan amendment:					
Map amendment with rezone (under 5 acres)	\$3,261	\$3,359	\$3,460	\$3,564	\$3,671
Map amendment with rezone (over 5 acres)	\$4,012	\$4,132	\$4,256	\$4,384	\$4,516

Type of Activity	2023/2024 Fees	2025 Fees	2026 Fees	2027 Fees	2028 Fees
Text amendment	\$2,445	\$2,518	\$2,594	\$2,672	\$2,752
Conditional use permit (administrative):					
Residential, group residence or communication facility	\$2,006	\$2,066	\$2,128	\$2,192	\$2,258
Commercial (including RV park, churches)	\$2,759	\$2,842	\$2,927	\$3,015	\$3,105
Conditional use permit (public hearing)	\$2,508 plus the hearing examiner	\$2,583 plus the hearing examiner	\$2,660 plus the hearing examiner	\$2,740 plus the hearing examiner	\$2,822 plus the hearing examiner
Critical areas review:					
Under 0.50 acre	\$534*	\$550*	\$567*	\$584*	\$602*
0.51 – 2 acres	\$784*	\$808*	\$832*	\$857*	\$883*
2.01 – 10 acres	\$1,034*	\$1,065*	\$1,097*	\$1,130*	\$1,164*
10.01 – 20 acres	\$1,284*	\$1,323*	\$1,363*	\$1,404*	\$1,446*
20.01 – 50 acres	\$1,536*	\$1,582*	\$1,629*	\$1,678*	\$1,728*
50.01+ acres	\$1,913*	\$1,970*	\$2,029*	\$2,090*	\$2,153*
*Peer review costs for all critical areas reviews will also be charged in addition to the fees noted above, if applicable.					
EIS preparation and review	\$10,031	\$10,332	\$10,642	\$10,961	\$11,290
Public hearing/hearing examiner cost: Hearing examiner costs typically range from \$800 – \$2,800 depending on the complexity of the project.	Cost as billed by the hearing examiner				
Lot status determination:					
Readily verifiable with documents submitted by applicant	\$282	\$290	\$299	\$308	\$317
Requires research and detailed document evaluation and confirmation	\$534	\$550	\$567	\$584	\$602
Modifications:					
Minor	\$2,540	\$2,616	\$2,694	\$2,775	\$2,858
Major	The minor modification fees, or 80 percent of the original land use review fee, whichever is greater.				
Miscellaneous reviews not otherwise listed	\$125/hour	\$129/hour	\$133/hour	\$137/hour	\$141/hour
Preapplication review fee	\$900	\$927	\$955	\$983	\$1,043

Type of Activity	2023/2024 Fees	2025 Fees	2026 Fees	2027 Fees	2028 Fees
Public notice fee: Per notice (includes land use sign, posting, mailings, publishing and staff time)	\$200	\$206	\$212	\$225	\$232
Rezone	\$2,508	\$2,583	\$2,660	\$2,740	\$2,822
SEPA checklist	\$753	\$776	\$799	\$823	\$848
Shoreline permit (administrative review)	\$2,508	\$2,583	\$2,660	\$2,740	\$2,822
Shoreline permit, shoreline conditional use permit, or shoreline variance permit with public hearing	\$2,508 plus the hearing examiner fee	\$2,583 plus the hearing examiner fee	\$2,660 plus the hearing examiner fee	\$2,740 plus the hearing examiner fee	\$2,822 plus the hearing examiner fee
Site plan review (commercial, multifamily, PRD, master plan); this rate does not apply to subdivisions:					
Under 0.50 acre	\$1,756 plus \$50/unit	\$1,809 plus \$50/unit	\$1,863 plus \$50/unit	\$1,919 plus \$50/unit	\$1,977 plus \$50/unit
0.51 – 2 acres	\$2,258 plus \$50/unit	\$2,326 plus \$50/unit	\$2,396 plus \$50/unit	\$2,468 plus \$50/unit	\$2,542 plus \$50/unit
2.01 – 10 acres	\$3,010 plus \$50/unit	\$3,100 plus \$50/unit	\$3,193 plus \$50/unit	\$3,289 plus \$50/unit	\$3,388 plus \$50/unit
10.01+ acres	\$3,762 plus \$50/unit	\$3,875 plus \$50/unit	\$3,991 plus \$50/unit	\$4,111 plus \$50/unit	\$4,234 plus \$50/unit
Site/subdivision plan review (with utility availability for county projects):					
Under 0.50 acre	\$1,505	\$1,550	\$1,597	\$1,645	\$1,694
0.51 – 2 acres	\$2,006	\$2,066	\$2,128	\$2,192	\$2,258
2.01 – 10 acres	\$3,010	\$3,100	\$3,193	\$3,289	\$3,388
10.01+ acres	\$4,012	\$4,132	\$4,256	\$4,384	\$4,516
Subdivisions:					
Preliminary binding site plan (commercial, industrial)	\$4,012 plus \$100/lot or unit	\$4,132 plus \$100/lot or unit	\$4,256 plus \$100/lot or unit	\$4,384 plus \$100/lot or unit	\$4,516 plus \$100/lot or unit
Preliminary plat	\$4,012 plus \$100/lot or unit	\$4,132 plus \$100/lot or unit	\$4,256 plus \$100/lot or unit	\$4,384 plus \$100/lot or unit	\$4,516 plus \$100/lot or unit
Preliminary short plat <u>or</u> <u>unit lot subdivision</u>	\$3,010 plus \$100/lot or unit	\$3,100 plus \$100/lot or unit	\$3,193 plus \$100/lot or unit	\$3,289 plus \$100/lot or unit	\$3,388 plus \$100/lot or unit

Type of Activity	2023/2024 Fees	2025 Fees	2026 Fees	2027 Fees	2028 Fees
Final binding site plan, plat, or short plat, <u>or unit lot subdivision</u>	\$1,254 plus \$100/lot or unit	\$1,292 plus \$100/lot or unit	\$1,331 plus \$100/lot or unit	\$1,371 plus \$100/lot or unit	\$1,412 plus \$100/lot or unit
Subdivision time extension requests	\$187	\$193	\$199	\$205	\$211
Temporary use permit	\$627	\$646	\$665	\$685	\$706
Transitory accommodations permit	\$5,016	\$5,166	\$5,321	\$5,481	\$5,645
Variance (quasi-judicial decision – zoning, utility)	\$1,034	\$1,065	\$1,097	\$1,130	\$1,164
Zoning code text amendment	\$1,034	\$1,065	\$1,097	\$1,130	\$1,164
Engineering Review Fees and Grading Fees					
Engineering construction plan review:					
Early grade (EG) – site grading only. No utility plans.	\$600 plus \$130/hour with a \$500 deposit*	\$618 plus \$134/hour with a \$500 deposit*	\$636 plus \$138/hour with a \$500 deposit*	\$655 plus \$142/hour with a \$500 deposit*	\$675 plus \$146/hour with a \$500 deposit*
Land disturbing activity (LDA) – Residential/multiple residential/commercial/industrial (applies to all engineering reviews including: full/partial plan sets, roads, drainage, utilities and associated grading)	\$976 plus \$130/hour with a \$2,000 deposit*	\$1,005 plus \$134/hour with a \$2,000 deposit*	\$1,035 plus \$138/hour with a \$2,000 deposit*	\$1,066 plus \$142/hour with a \$2,000 deposit*	\$1,098 plus \$146/hour with a \$2,000 deposit*
*The average review time for engineering construction plan review ranges from 10 to 30 hours depending on the nature of the project and the quality of the submittal. The deposit is required at time of submittal. Remaining balance owed prior to issuance.					
Engineering, design and development standards modifications/variances (administrative)	\$714	\$735	\$757	\$780	\$803
Miscellaneous reviews not otherwise listed	\$130/hour	\$134/hour	\$138/hour	\$142/hour	\$146/hour
Construction Inspection Fees					
Inspection for security release	\$260/lot or unit, with a minimum amount being \$260	\$268/lot or unit, with a minimum amount being \$268	\$276/lot or unit, with a minimum amount being \$276	\$284/lot or unit, with a minimum amount being \$284	\$292/lot or unit, with a minimum amount being \$292
Inspection for water, sewer, storm, street improvements associated	\$260/lot or unit (for <u>Middle</u>)	\$268/lot or unit (for <u>Middle</u>)	\$276/lot or unit (for <u>Middle</u>)	\$284/lot or unit (for <u>Middle</u>)	\$292/lot or unit (for <u>Middle</u>)

Type of Activity	2023/2024 Fees	2025 Fees	2026 Fees	2027 Fees	2028 Fees
with approved residential construction plans	<u>Housing</u> * or condominium projects), \$2,000 minimum	<u>Housing</u> * or condominium projects), \$2,000 minimum	<u>Housing</u> * or condominium projects), \$2,000 minimum	<u>Housing</u> * or condominium projects), \$2,000 minimum	<u>Housing</u> * or condominium projects), \$2,000 minimum
Inspection for utilities only (residential)	\$520 plus \$260/lot or unit for inspections that exceed four hours (for <u>Middle Housing</u> * or condominium projects)	\$536 plus \$268/lot or unit for inspections that exceed four hours (for <u>Middle Housing</u> * or condominium projects)	\$552 plus \$276/lot or unit for inspections that exceed four hours (for <u>Middle Housing</u> * or condominium projects)	\$568 plus \$284/lot or unit for inspections that exceed four hours (for <u>Middle Housing</u> * or condominium projects)	\$584 plus \$292/lot or unit for inspections that exceed four hours (for <u>Middle Housing</u> * or condominium projects)
Multiple residential/commercial/industrial	\$130/hour with a \$2,500 deposit*	\$134/hour with a \$2,500 deposit*	\$138/hour with a \$2,500 deposit*	\$142/hour with a \$2,500 deposit*	\$146/hour with a \$2,500 deposit*
*The deposit is required prior to issuance of construction permit. The remaining balance for inspection hours (based on time spent) is due prior to project acceptance.					
Right-of-way permit	\$648	\$667	\$687	\$708	\$729
Miscellaneous reviews and inspections not otherwise listed	\$130/hour	\$134/hour	\$138/hour	\$142/hour	\$146/hour
Impact Fee Administration Charge					
School impact fee administrative charge	\$63/single-family or <u>Middle Housing</u> *, or \$125/apartment building	\$65/single-family or <u>Middle Housing</u> *, or \$129/apartment building	\$67/single-family or <u>Middle Housing</u> *, or \$133/apartment building	\$69/single-family or <u>Middle Housing</u> *, or \$137/apartment building	\$71/single-family or <u>Middle Housing</u> *, or \$141/apartment building

(3) If final decisions are issued after the review time frame set forth in MMC 22G.010.010(3), then the following fee refunds shall apply:

(a) Ten percent refund if the final decision was issued after the applicable deadline and the additional time did not exceed 20 percent of the review time frame.

(b) Twenty percent refund if the final decision was issued after the applicable deadline and the additional time exceeded 20 percent of the review time frame.

Exhibit CCCCC

22G.080.010 Purpose.

The purpose of this chapter is to permit design flexibility and provide performance criteria which can result in planned residential developments which produce:

- (1) A choice in the types of environment and living units available to the public;
- (2) Open space and recreation areas;
- (3) A pattern of development which preserves trees, outstanding natural topography and geologic features, and prevents soil erosion;
- (4) A creative approach to the use of land and related physical development;
- (5) An efficient use of land resulting in smaller networks of utilities and streets and thereby lower housing costs;
- (6) An environment of stable character in harmony with surrounding development;
- (7) A more desirable environment than would be possible through the strict application of other sections of this title.

This chapter is designed to provide for small- and large-scale developments incorporating a single type or a variety of housing types and related uses which are planned and developed as a cohesive project-unit. Developments may consist of individual lots or may have common building sites. Commonly owned land must be related to and preserve the long-term value of the residential development.

Exhibit DDDDD

22G.080.040 Permitted/~~conditional~~ uses —~~Ratio of housing types.~~

The following uses are permitted within a PRD: single-family dwellings, Middle Housing~~duplexes, townhouses, attached single-family dwellings or~~ multifamily dwellings, and recreational facilities; provided, that ~~in single-family-zoned for PRDs in single family residential zones~~, no more than ~~six~~ four units may ~~be attached as one allowed per building; and provided further, that the mix of housing types shall be restricted so that not more than 30 percent of all structures, or potential structures, in the single-family-zoned PRD and the surrounding single-family residential-zoned property within a 300-foot radius, as a whole, are multiple-family dwellings.~~

Exhibit EEEEE

22G.080.050 Procedures for review and approval.

The PRD review and approval process shall occur concurrently with the underlying land use action. PRDs shall be processed using the underlying land use actions set forth in Chapter [22G.090](#), Subdivisions or Short Subdivisions; 22G.100, Binding Site Plan; or 22G.120 MMC, Site Plan Review. The decision-making authority for the underlying land use action shall also be the decision-making authority for the PRD.

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 this chapter. The following resources can be used in interpreting the guidelines: Residential Development Handbook for Snohomish County Communities (prepared for Snohomish County Tomorrow by Makers, Inc.), Site Planning and Community Design for Great Neighborhoods (Frederick D. Jarvis, 1993), and City Comforts (David Sucher, 1996).

(1) Site Plan. A site plan meeting the requirements of this chapter, and Chapters [22C.010](#), [22C.020](#), [22G.090](#) and [22G.100](#) MMC as applicable shall be submitted with all applications for a PRD. The site plan may be approved, approved with conditions, or denied by the city. Specific development regulations may be modified in accordance with this chapter and special requirements may be applied to the property within the PRD. Modifications and special requirements shall be specified in the approval and shown on the approved site plan.

(2) Decision Criteria. It is the responsibility of the applicant to demonstrate the criteria have been met. The city may place conditions on the PRD approval ~~in order~~ to fulfill the requirements and intent of the city's development regulations, comprehensive plan, and subarea plan(s). The following criteria must be met for approval of a PRD to be granted:

(a) Consistency with Applicable Plans and Laws. The development will comply with all applicable provisions of state law, the Marysville Municipal Code, comprehensive plan, Engineering Design and Development Standards, and any applicable subarea plan(s).

(b) Quality Design. The development shall include high quality architectural design and well-conceived placement of development elements including the relationship or orientation of structures.

(c) Design Criteria. Design of the proposed development shall achieve two or more of the following results above the minimum requirements of this title and Chapters [22G.090](#) and [22G.100](#) MMC; provided, that such design elements may also be used to qualify for residential density incentives as provided in Chapter [22C.090](#) MMC:

- (i) Improving circulation patterns or the screening of parking facilities;
- (ii) Minimizing the use of impervious surfacing materials;
- (iii) Increasing open space or recreational facilities on site;
- (iv) Landscaping, buffering, or screening in or around the proposed PRD;
- (v) Providing public facilities;
- (vi) Preserving, enhancing, or rehabilitating natural features of the subject property such as significant woodlands, wildlife habitats or streams;

(vii) Incorporating energy-efficient site design or building features;

(viii) Incorporating a historic structure(s) or a historic landmark in such a manner as preserves its historic integrity and encourages adaptive reuse.

(d) Public Facilities. The PRD shall be served by adequate public facilities including streets, bicycle and pedestrian facilities, fire protection, water, storm water control, sanitary sewer, and parks and recreation facilities.

(e) When PRDs are located within or adjacent to single-family residential zones and are, or may be, surrounded by traditional development with detached dwelling units, PRDs shall be designed and developed ~~so as to~~ with a form and scale be consistent with a single-family residential environment. It is encouraged that if attached dwellings, townhouses, Middle Housing, and multiple-family dwellings are part of the PRD they will be dispersed throughout the project to create an integrated mix of housing types.

(f) Orientation and Perimeter Design. The orientation of structures and perimeter of the PRD shall be compatible in design, character, and appearance with the existing or intended character of development adjacent to the subject property and with the physical characteristics of the subject property. Structures shall be oriented towards the higher volume roadway unless the director determines that an alternate orientation will result in a better site design. Landscape tracts or buffers shall not be installed to avoid these orientation requirements but may be required to be provided when orientation towards the higher volume street is not provided.

(g) Open Space and Recreation. Open space and recreation facilities shall be provided and effectively integrated into the overall development of a PRD and surrounding uses.

(h) Streets, Sidewalks and Parking. Existing and proposed streets and sidewalks within a PRD shall be suitable and adequate to carry anticipated motorized and pedestrian traffic within the proposed project and in the vicinity of the subject property. A safe walking path to schools shall be provided if the development is within one-quarter mile of a school (measured via existing or proposed streets or pedestrian corridors) or if circumstances otherwise warrant. Adequate parking shall be provided to meet or exceed the requirements of the MMC.

(i) Landscaping. Landscaping shall be provided for public and semi-public spaces and shall integrate them with private spaces. Landscaping shall create a pleasant streetscape and provide connectivity between homes and common areas, using trees, shrubs, and groundcover throughout the development and providing for shade and visual relief while maintaining a clear line of sight throughout the public and semi-public spaces.

(j) Maintenance Provisions. A means of maintaining all common areas, such as a homeowners' association, shall be established, and legal instruments shall be executed to provide maintenance funds and enforcement provisions.

(3) Amendments. An approved PRD may be amended through the provisions of Chapters [22G.090](#) and [22G.100](#) MMC and Chapter [58.17](#) RCW.

(4) Duration of Approval. The duration of approval for a PRD shall be the same as the underlying land use action set forth in Chapter [22G.090](#), Subdivisions or Short Subdivisions; [22G.100](#), Binding Site Plan; or [22G.120](#) MMC, Site Plan Review.

(5) Compliance. Any use of land which requires PRD approval, as provided in this chapter, and for which approval is not obtained, or which fails to conform to an approved PRD and final site plan, constitutes a violation of this title.

Exhibit FFFFF

22G.080.060 Required elements of PRD site plans.

All PRDs shall be subject to site plan approval as provided in MMC [22G.080.050](#). The following are minimum requirements for the site plan and supplemental material:

- (1) The title and location of the proposed PRD, together with the names, ~~and~~ addresses and telephone numbers of the owners of record of the land and, if applicable, the names, addresses and telephone numbers of any architect, planner, designer or engineer responsible for the preparation of the plan, and of any authorized representative of the applicant;
- (2) Where there is multiple ownership, a document satisfactorily assuring unified control through final approval and construction phases;
- (3) Statement of intention to formally subdivide the property, if applicable;
- (4) The total number of proposed dwelling units and a description of the housing type for each such unit;
- (5) Probable building materials and treatment of exterior surfaces on all proposed multiple-family structures;
- (6) Conceptual drainage plans demonstrating feasibility of the proposed facilities;
- (7) Project staging or phases, if any;
- (8) Provision for phasing out nonconforming uses;
- ~~(9) The calculation of the housing mix ratio within a 300-foot radius of the project, as required by MMC [22G.080.040](#);~~
- ~~(9)(10)~~ Restrictive covenants as required by MMC [22G.080.120](#) and including provisions to address parking enforcement, together with a statement from a private attorney as to the adequacy of the same to fulfill the requirements of this chapter;
- ~~(10)(11) Calculation of total project land area, gross site area and a density calculation per MMC [22C.010.110](#); project area, and net project density;~~
- ~~(11)(12)~~ A vicinity map at a minimum scale of two inches for each mile, showing sufficient area and detail to clearly locate the project in relation to arterial streets, natural features, landmarks and municipal boundaries;
- ~~(12)(13)~~ A site plan drawing, showing street layout and identification, size and shape of all building sites and lots, and location of all building pads and open space areas with any specific open space activity areas indicated;
- ~~(13)(14)~~ The existing edge and width of pavement of any adjacent roadways and all proposed internal streets, off-street parking facilities, driveway approaches, curbing, sidewalks or walkways, street channelization, and type of surfaces;

~~(14)~~~~(15)~~ Landscaping plan, including plant locations and species size at planting, together with location and typical side view of perimeter fencing or berms, if any;

~~(15)~~~~(16)~~ Plans for all proposed dwellings and structures~~attached dwellings and multiple-family dwellings~~ and related improvements, to a scale of not less than one inch to 50 feet, showing typical plot plans for each such building, including location of building entrance, driveway, parking, fencing and site screening, and typical elevations of each type of building, including identification of exterior building materials and roof treatment;

~~(16)~~~~(17)~~ Plans for open space improvements, if any;

~~(17)~~~~(18)~~ Plans for signing and lighting, including typical side view of entrance treatment and entrance signs;

~~(18)~~~~(19)~~ The location of all solid waste collection points, proposed meter locations, water mains, valves, fire hydrants, sewer mains, laterals, manholes, pump stations and other appurtenances;

~~(19)~~~~(20)~~ Itemization of the specific development regulations which are to be modified and special requirements which are to be applied to the property; and

~~(20)~~~~(21)~~ Such additional information as the city may deem necessary.

Exhibit GGGGG

22G.080.070 Development standards.

~~All PRDs which have lot(s) less than 5,000 square feet in any zone and multiple detached single-family dwellings on a single lot in any zone shall meet the requirements of this section:~~

~~(1) Accessory dwelling units shall not be permitted for single-family detached dwellings unless approved as part of the PRD site plan.~~

~~(2) (1) Each single-family detached unit shall have at least 200 square feet of private open space set aside as private space for that dwelling unit. No dimension of such open space shall be less than 10 feet. The open space does not need to be fenced or otherwise segregated from other dwellings or open space in the development unless so conditioned through the approval process.~~

~~(3) (2) Common open space is required pursuant to MMC 22C.010.320, 22C.020.270 or 22G.080.100, whichever provides the greater open space. The common open space must be arranged to maximize usability.~~

~~(4) (3) At least 205 percent of the dwellings on lots less than 5,000 square feet must have vehicle access points via any combination of the following, unless steep slopes or site-specific constraints preclude meeting this requirement:~~

~~(a) Shared or single-car-width driveway.~~

~~(b) Alley, auto court, or other method of accessing dwellings other than direct street access.~~

~~(c) Where a consolidated road results in superior site design, circulation, safety or access management, autocourts may be required to be minimized and a consolidated public road provided.~~

Exhibit HHHHH

22G.080.080 Modification of development regulations.

The city's standard development regulations shall be modified for a PRD as provided in this section:

(1) Density, Dimension, and Parking. The standard development regulations shall apply to all lots and development in a PRD except as specifically modified below and as provided in the design review standards in Chapters [22C.010](#) and [22C.020](#) MMC.

**Modified Density, Dimension and Parking
Table**

	PRD
Density: Dwelling unit/acre or <u>dwelling unit/lot, as applicable</u>	As allowed per the underlying zone. <u>See MMC 22C.010.080 or 22C.020.080 as applicable.</u>
Maximum density: ¹	As allowed per the underlying zone or modified through the residential density incentives in Chapter 22C.090 MMC
Minimum street setback: ²	10 feet
Minimum side yard setback:	5 feet (if no lot line between homes, 10 feet separation required)
Minimum rear yard setback: ³	10 feet (if no lot line between homes, 20 feet separation required)
Base height:	As allowed per the underlying zone
Maximum building coverage:	No maximum building coverage
Maximum impervious surface:	70 percent
Minimum lot area: ⁴	3,500 square feet
Minimum lot width: ⁵	30 feet
Minimum driveway length: ⁶	20 feet

**Modified Density, Dimension and Parking
Table**

	PRD
Minimum parking: ⁷	3 stalls per detached single-family dwelling See MMC 22C.130.030, Table 1.

Development Conditions:

1. Density may be increased consistent with density incentives, Chapter [22C.090](#) MMC.
 2. Porches may extend as close as seven feet from the street, sidewalk, right-of-way, or public/community improvement.
 3. Consistent with MMC [22C.010.310](#)(3), rear yard setbacks may be reduced to zero feet for garages if an alley is provided. Living space is allowed up to the rear property line or alley when above a garage. If the garage does not extend to the property line, the dwelling unit above the garage may be extended to the property line.
 4. No minimum lot area for mixed use and multifamily zoned properties. In single family zones, the minimum lot area/dwelling unit area may be reduced to 2,000 square feet for a townhouse unit~~attached single family dwellings, and duplexes require 5,250 feet per two dwelling duplex.~~
Middle Housing is exempted from the townhouse minimum lot size.
 5. Minimum lot width may be reduced to 25 feet for zero lot line townhouses~~attached single family dwellings.~~
 6. Minimum driveway length may be reduced in accordance with MMC [22C.010.310](#).
 - ~~7. Parking for multifamily and attached single family will be computed pursuant to Chapter 22C.130 MMC, Parking and Loading. Detached single family dwellings, will provide three stalls per dwelling unit. Two of the stalls must be on the site and readily available to the dwelling unit. The third stall may be on street parking or provided nearby to the dwelling.~~
- (2) Street Standards. The city's PRD street standards, as set forth in the engineering development and design standards (EDDS), apply to PRD subdivisions and binding site plans~~small lot developments and~~ may be modified as provided below.

The "PRD Access Street with Parking" and "PRD Access Street" road sections may be used in a PRD and modified as follows:

(a) "PRD Access Street with Parking" standard is required for developments containing 20 or more dwellings units. For developments containing less than 20 dwelling units the "PRD Access Street" standard may be used, provided parking requirements are met and community parking is provided at a ratio of at least one parking space for each four single family residences~~dwellings units.~~

(b) Modifications to the "PRD Access Street with Parking" and "PRD Access Street" standards may be requested for sidewalks, planter strips, and on-street parking. The burden to clearly demonstrate the proposed modification meets the requirements of this section is the applicant's. (Note: it is not likely multiple reductions will be allowed along a single section of road.) If requesting a modification, the applicant shall submit an integrated pedestrian travel, landscape and parking plan as well as other information to demonstrate:

(i) Safe, aesthetically pleasing pedestrian travel is provided throughout the development.

(ii) Pedestrian travel within the development shall be tied to pedestrian travel routes outside the development, actual and/or planned.

(iii) Reduction of planter strips shall require additional equivalent or greater landscaping to benefit the development.

(iv) Reduction of on-street parking shall generally require alley access and community parking be provided, such as bump-out parking on the street at a ratio in excess of one parking spot for each four dwelling units.

(v) Any proposed modifications shall allow for efficient flow and movement of automobiles and pedestrians without negatively altering or constraining their movement.

(3) Open Space. Open space requirements may be modified consistent with this chapter.

(4) Additional Modifications. An applicant may request additional dimensional, open space, street, and design standard modifications beyond those provided in this section. Granting of the requested modification(s) will be based on innovative and exceptional architectural design features and/or innovative and exceptional site design and layout that contribute to achieving the purpose of this chapter. (Street modifications may include the elimination of sidewalks on one or both sides, when alternate safe pedestrian connections are provided, and/or the movement of planter strips behind the sidewalk or the elimination of planter strips altogether, when the streetscape is enhanced to provide for a significantly more pleasing appearance.)

(5) Other Development Code Modifications. Modification of development code requirements beyond those provided for in this section may be requested through the variance process set forth in the MMC.

Exhibit IIIII

22G.080.100 Open spaces.

(1) A minimum of 15 percent of the net project area shall be established as open space. The same net project area calculation used for determining the project's density shall be used for calculating required open space. Passive open space areas, as defined in MMC [22A.020.160](#), and critical areas and buffers, may be used to satisfy a maximum of 65 percent of the required open space. Thirty-five percent of the required open space shall be active open space, as defined in MMC [22A.020.160](#), and as outlined in subsection (2) of this section.

(a) Required yards, parking areas, driveways, streets, and other accesses shall not qualify as open space except as provided in subsection (3)(c) of this section;

(b) Fencing and/or landscaping shall separate, while maintaining visual observability of, recreation areas from adjacent lots, parking areas, driveways, streets, and other accesses;

(c) Up to five feet of the perimeter landscaping around the active open space area may contribute to the active open space area requirement; provided, that the perimeter landscaping:

(i) Includes trees, shrubs, and groundcover that feature variation in texture and color and a succession of blooms; and

(ii) Is of the same grade as the overall active open space area;

(d) The active open space areas shall be calculated by drawing a boundary around the area(s) meeting the standards set forth in this subsection and subsection (2) of this section, and deducting the ineligible areas outlined in subsections (1)(a) and (c) and (2) of this section.

(2) Active open space areas shall:

(a) Be of a grade and surface suitable for recreation;

(b) Be on the site of the proposed development;

(c) Be one continuous parcel if less than 3,000 square feet in size, not to be located in the front yard setback;

(d) Be situated and designed to be observable by the neighborhood residents, be centrally located within the project, and abut a neighborhood street unless determined to be infeasible or undesirable by the director. Fences on individual lots abutting the open space area may be up to six feet tall only if the top two feet are constructed as an open-work fence;

(e) Be accessible and convenient to all residents within the development;

(f) Have no dimensions less than 30 feet (except trail segments);

(g) Trail segments shall:

(i) Be a minimum of five feet in width;

(ii) Meet Americans with Disabilities Act (ADA) standards; and

(iii) Be improved with an appropriate all-weather surface (gravel surfacing is not considered an all-weather surface); provided, that an all-weather surface shall not be required where terrain precludes ADA access, or where an alternate surface is determined by the director to be preferable. Where an alternate surface is used, appropriate materials, edging, and compaction shall be provided; and

(iv) Trail segments that are being dedicated to the public, or connecting to a regional or city parks system trail, may be required to be increased in width or construction standard as determined by the parks, culture, and recreation director;

(h) Include a minimum of one large recreational amenity or two small recreational amenities per one-quarter acre of active recreation space. The calculation of amenities shall be rounded up to the nearest one-quarter acre.

(i) Small recreational amenities include: ~~disc golf, horseshoes,~~ bocce, or similar lawn games; volleyball or similar net sports; commercial-grade benches; picnic tables; tot lot with small playground equipment (soft surface); and similar amenities; provided, that one bench equals one-half small recreational amenity.

(ii) Large recreational amenities include commercial-grade multipurpose, basketball, tennis, pickleball, or similar courts or half-courts; baseball, football, soccer, or similar fields; tot lot with large playground equipment (soft surface); gazebos; and similar amenities. A half sport court qualifies as one recreational amenity, and a full sport court qualifies as two recreational amenities.

(iii) Where recreational amenities are provided that involve ball, discs/frisbees, or similar recreational equipment and are near roads or neighboring yards, fencing or panels of an adequate height to prevent the ball, disc/frisbee, or similar recreational equipment from entering the adjacent street, access or yard shall be provided.

~~(iiiiv)~~ A project must provide at least one amenity that promotes physical activity, and cannot provide only benches, picnic tables, or a gazebo.

(iv) When a tot lot is provided, at least one bench must be provided for each tot lot; however, the bench and tot lot shall qualify as separate amenities.

(vi) When a tot lot or other park catering to young children is provided, the recreational area shall have fencing around the area.

(vii) Where benches or picnic tables are provided, at least one shade tree must be planted near the amenity to provide for shade for the amenity.

(viii) The community development director is specifically authorized to determine what qualifies as a recreational amenity, and whether the recreational amenity should be considered a small or large recreational amenity;

(i) The community development director is authorized to allow deviations to the standards outlined in this subsection (2) when the applicant has clearly demonstrated that the intent of these standards has been met.

(3) Dual use storm water retention/detention and/or recreation facilities shall meet the following design criteria:

(a) The facility shall be designed with emphasis as a recreation area, not a storm water control structure, and shall be designed as usable open recreation area. Bioswales, infiltration galleries, and ponds shall not be used for recreation facilities.

(b) Control structures shall not be prominently placed. Care should be taken to blend them into the perimeter of the recreation area.

(c) The number of accesses shall be minimized, and the accesses shall be designed to serve as both an access and an amenity to qualify as open space. The following are examples of access treatments that would qualify as open space:

(i) Grasscrete or equivalent as determined by the public works director or designee;

(ii) Decorative pavers; or

(iii) Concrete or asphalt with a dual use including, but not limited to, sport court, hopscotch, meandering paved trails, etc.

(4) The open space requirements outlined in subsection (1) of this section may be reduced if substantial and appropriate recreational facilities (such as recreational buildings, swimming pools or tennis courts) are provided. If an open space reduction is proposed, detailed plans showing the proposed recreational facilities must be submitted with the preliminary site plan.

(5) Open space and recreational facilities shall be owned, operated and maintained in common by the PRD property owners; provided, that by agreement with the city council, open space may be dedicated in fee to the public.

Exhibit JJJJJ

22G.090.580 Fence requirements.

Prior to preliminary plat or short plat approval, it shall be determined whether a six-foot-high, sight-obscuring fence shall be required along the affected perimeter of new formal residential ~~single-family~~ subdivisions or short subdivisions. A fence shall be

required when one or more of the following criteria have been met (unless waived by adjacent property owner):

(1) 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. The grade change shall be measured from the affected property line to the foundation wall of the newly constructed dwelling. In the case of formal subdivisions, the fencing issue shall be determined by the hearing examiner at the public hearing for the preliminary plat. The community development director shall be responsible for determining the fencing requirements for short subdivisions. The community development director's decision may be appealed to the hearing examiner, in accordance with Chapter 22G.010 MMC, Article VIII, Appeals.

(2) If a newly created lot contains a front yard that directly abuts the rear yard of an adjacent property, and the existing lot contains a dwelling unit that is located within 20 feet of the newly created lot.

(3) If a newly constructed plat road (public or private) directly abuts either the side or rear yard of a residentially developed property, and the existing dwelling unit is located within 20 feet of the newly constructed road.

All required fencing shall be constructed prior to final plat and/or short plat approval. Where existing trees and associated vegetation or existing fencing serve the same or similar function on either the subject property or the abutting property, they shall have priority over and may be substituted for the required fencing, provided the following conditions are met:

(a) Supplemental landscaping is provided within or adjacent to these areas, as necessary, to accomplish the specific intent of this section.

All required screening shall be reviewed to ensure that access and connectivity between ~~single-family~~ residential developments are not being precluded as a result of these requirements.

Exhibit KKKKK

22G.100.040 Jurisdiction.

These regulations shall apply to all properties which are exempt from the city's subdivision code pursuant to RCW 58.17.040(4) or (7) and which are being divided through the binding site plan process in:

- (1) Commercial, industrial, recreation, and public institutional zones;
- (2) Multifamily and townhome development in the mixed use zone; or
- (3) Single-family, multifamily, Middle Housing, and townhome development in residential zones.

Divisions involving single-family, multifamily, and townhome developments must comply with the planned residential development provisions of Chapter 22G.080 MMC. Exception: this limitation does not apply to unit lot subdivisions.

Exhibit LLLLL

22G.120.030 Scope.

Review and approval is required for all new construction, redevelopment, and exterior expansion of multiple-family, commercial, industrial, utility, shoreline development, public-initiated land use proposals, parking, and landscaping site plan reviews; or as otherwise specified in MMC Title 22, Unified Development Code. All of the above projects require the review and approval of a site plan except for:

- (1) Construction activities which do not require a building permit;
- (2) Construction of a single-family residence or one Middle Housing building not located within shoreline jurisdiction or a regulated critical area or buffer;
- (3) Construction or expansion of a residential accessory structure;
- (4) Interior remodels of existing structures when not a change of occupancy (such as converting from a residential use to a commercial use); and
- (5) Tenant improvements when the modification or addition does not necessitate an expansion to the parking area.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 23, 2025

SUBMITTED BY: Finance Director Jennifer Ferrer-Santa Ines, Finance

ITEM TYPE: Ordinance

AGENDA SECTION: New Business

SUBJECT: An **Ordinance** Amending the 2025-2026 Biennial Budget and Providing for the Increase/Decrease of Certain Expenditure Items as Budgeted for in Ordinance 3325

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

SUMMARY: This Ordinance amends the 2025-2026 Biennial Budget with new information not available at the time of budget adoption. The attached memo will provide additional details for the amendment request.

ATTACHMENTS:

[June 2025 Budget Amendment Memo.docx](#)
[062325 BA OrdinanceR.pdf](#)



MARYSVILLE
FINANCE

TO: Mayor and City Council

FROM: Jennifer Ferrer-Santa Ines, Finance Director

DATE: June 23, 2025

RE: Q2 2025 Budget Amendment Memo

This budget ordinance provides course corrections based on new information for the 2025-2026 biennial budget that was not known at the time of budget adoption. Staff routinely bring budget amendments to be transparent and accountable.

A budget amendment is a recurring budget process step; staff accumulates new information anticipating bringing adjustments of this type to Council, and is typically for one of four reasons:

- 1) New additional revenue makes it possible to approve additional related expenses,
- 2) Prior-year budgeted obligations need to be rolled forward to match disbursement in the current year, if not yet disbursed by February 7th,
- 3) Accumulated fund balances can be appropriated, and
- 4) Corrections or changes between funds.

This amendment includes several line items with a description of "Adjust beginning fund balances to cash 01/01/2025". This is necessary to bring the estimated fund balances during budget adoption to the actual balances of the funds at the close of the year ending 2024.

Revenue adjustments in 2025 included in this amendment total \$18,112,365. Expenditure adjustments total \$23,665,059 for a net decrease of \$5,552,694.

Also included are awarded grants and contributions totaling \$2,924,524.

This amendment includes the revised salary grid presented to the Council at its June 2nd work session meeting. The revised salary grids in the Ordinance reflect the following modifications noted below.

- 1) Authorization of a new position, Police Administrative Services Manager.
- 2) Authorization of an additional Human Resources Business Manager.
- 3) Title change of Civil Attorney pay grade of M116 to Assistant City Attorney, pay grade at M114.
- 4) Reclassification of HR Assistant to HR Specialist and HR Specialist reclassification from N113 to N112.
- 5) Reclassification of Legal Services Manager from M116 to M117.
- 6) Eliminating unfilled positions, Economic Development Manager, Community Intervention Specialist I, and Community Intervention Specialist II.

(360) 363-8000

Civic Center
501 Delta Ave
Marysville, WA 98270

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE AMENDING THE 2025-2026 BIENNIAL BUDGET AND PROVIDING FOR THE INCREASE/DECREASE OF CERTAIN EXPENDITURE ITEMS AS BUDGETED FOR IN ORDINANCE NO. 3325.

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

Section 1. Since the adoption of the 2025-2026 budget by the City Council on November 25, 2024, it has been determined that the interests of the residents of the City of Marysville may best be served by the increase of certain expenditures in the 2025-2026 budget. The following funds, as referenced in Ordinance No. 3325, are hereby amended to read as follows:

Description		Beginning Cash Balance Adjustment	2025 Rev Adj	2026 Rev Adj	2025 Exp Adj	2026 Exp Adj	Ending Fund Balance Adjustment
General Fund							
2 carry over	Adjust beginning fund balances to cash 01/01/25	(2,208,023)					(2,208,023)
4 correction	Establish Fund 315				2,431,903		(2,431,903)
4 correction	Move RDI Revenue to new Fund 315		(850,000)	(850,000)			(1,700,000)
1 new revenue	County funds reimbursing MESH house purchase		464,206				464,206
1 new revenue	Administrative Office of the Courts Grant - Pre-trial Support Services		7,500		7,500		-
3 use of fb	PD Fleet Replacements				78,200		(78,200)
1 new revenue	Washington Traffic Safety Commission - Walker Roller Safety Grant		50,000		50,000		-
1 new revenue	Sno Co Grant Embedded Social Worker Flex Funds		10,295		10,295		-
1 new revenue	Dept of Commerce Grant - Riverwalk Sports Facility		299,730		299,730		-
1 new revenue	Justice Assistance Grant - Drone Purchase		13,541				13,541
1 new revenue	Utilities and Transportation Commission Grant - Drone Purchase		12,068		12,068		-
1 new revenue	Parks Bench Donation		6,000		6,000		-
3 use of fb	Streets Fleet Replacement - Loader M007				7,105		(7,105)
3 use of fb	Impact Fee Study - FCS				62,695		(62,695)
1 new revenue	Emergency Management Grant		5,100		5,100		-
Total General Fund		(2,208,023)	18,440	(850,000)	2,970,596	-	(6,010,179)
Cumulative Reserve - Fund 005							
2 carry over	Adjust beginning fund balances to cash 01/01/25	1,283,893					1,283,893
Total Cumulative Reserve		1,283,893	-	-	-	-	1,283,893
City Street - Fund 101							
2 carry over	Adjust beginning fund balances to cash 01/01/25	(943,682)					(943,682)
Total City Street		(943,682)	-	-	-	-	(943,682)
Drug Seizure - Fund 103							
2 carry over	Adjust beginning fund balances to cash 01/01/25	(28,539)					(28,539)
4 correction	Adjust expenditures down to fund balance				(30,000)		30,000
Total Drug Seizure		(28,539)	-	-	(30,000)	-	1,461
Tribal Gaming Fund - Fund 104							
2 carry over	Adjust beginning fund balances to cash 01/01/25	45,418					45,418
1 new revenue	Communications Van		25,000		25,000		-
2 carry over	Communications Van				45,000		(45,000)
Total Tribal Gaming Fund		45,418	25,000	-	70,000	-	418
Hotel Motel - Fund 105							
2 carry over	Adjust beginning fund balances to cash 01/01/25	71,389					71,389
3 use of fb	Parks Program Grants awarded				94,348		(94,348)
Total Hotel Motel		71,389	-	-	94,348	-	(22,959)

Description		Beginning Cash Balance Adjustment	2025 Rev Adj	2026 Rev Adj	2025 Exp Adj	2026 Exp Adj	Ending Fund Balance Adjustment
I/Net - Fund 108							
2	carry over	Adjust beginning fund balances to cash 01/01/25	(62,144)				(62,144)
Total I/Net			(62,144)	-	-	-	(62,144)
Community Development Block Grant - Fund 109							
2	carry over	Adjust beginning fund balances to cash 01/01/25	105,061				105,061
1	new revenue	R2505-Comeford Park Sidewalk and Lighting		10,356	10,356		-
Total CDBG			105,061	10,356	-	10,356	105,061
REET I - Fund 110							
2	carry over	Adjust beginning fund balances to cash 01/01/25	2,475,695				2,475,695
3	use of fb	R2301-4th Street Interchange			210,471		(210,471)
3	use of fb	R2508-88th Street NE Interchange			764,529		(764,529)
3	use of fb	R2404-172nd/19th Roundabout			309,509		(309,509)
3	use of fb	P1503-Mother Nature's Window			187,000		(187,000)
Total REET I			2,475,695	-	-	1,471,509	1,004,187
REET II - Fund 111							
2	carry over	Adjust beginning fund balances to cash 01/01/25	2,450,007				2,450,007
3	use of fb	R2301-4th Street Interchange			210,471		(210,471)
3	use of fb	R2508-88th Street NE Interchange			764,529		(764,529)
3	use of fb	R2404-172nd/19th Roundabout			309,509		(309,509)
3	use of fb	P1503-Mother Nature's Window			187,000		(187,000)
Total REET II			2,450,007	-	-	1,471,509	978,499
Transportation Improvement District - Fund 114							
2	carry over	Adjust beginning fund balances to cash 01/01/25	495,977				495,977
3	use of fb	R2402-67th Ave NE Overlay			668,000		(668,000)
3	use of fb	R2505-Comeford Park Sidewalk and Lighting			94,260		(94,260)
Total Transportation Improvement District			495,977	-	-	762,260	(266,283)
Affordable Housing - Fund 115							
2	carry over	Adjust beginning fund balances to cash 01/01/25	488,980				488,980
Total Affordable Housing			488,980	-	-	-	488,980
School Mitigation - Fund 116							
2	carry over	Adjust beginning fund balances to cash 01/01/25	125,774				125,774
Total School Mitigation			125,774	-	-	-	125,774
LTGO Debt Service - Fund 206							
2	carry over	Adjust beginning fund balances to cash 01/01/25	5,513				5,513
3	Addtl Funds	Cedarcrest Irrigation Project-addtl funding request + staff time			895,112		(895,112)
Total LTGO Debt Service			5,513	-	-	895,112	(889,599)
LID 71 Debt Service - Fund 271							
2	carry over	Adjust beginning fund balances to cash 01/01/25	(23,076)				(23,076)
Total LID 71 Debt Service			(23,076)	-	-	-	(23,076)
LID Guaranty - Fund 299							
2	carry over	Adjust beginning fund balances to cash 01/01/25	13,050				13,050
Total LID Guaranty Fund			13,050	-	-	-	13,050
GMA Streets - Fund 305							
2	carry over	Adjust beginning fund balances to cash 01/01/25	1,722,872				1,722,872
3	Use of REET	R2301-4th Street Interchange		420,942	420,942		-
3	Use of REET	R2508-88th Street NE Interchange		1,529,058	1,529,058		-
1	Grant	R2402-67th Ave NE Overlay-WSDOT		255,000	255,000		-
3	TBD	R2402-67th Ave NE Overlay-Addtl funding		668,000	668,000		-
3	CDBG	R2505-Comeford Park Sidewalk and Lighting-Addtl appropriation		10,356	10,356		-
3	TBD	R2505-Comeford Park Sidewalk and Lighting-Addtl funding		94,260	94,260		-
3	Use of REET	R2404-172nd/19th Roundabout		394,460	394,460		-
2	carry over	R2404-172nd/19th Roundabout		224,557	224,557		-
Total GMA Streets			1,722,872	3,596,633	-	3,596,633	1,722,872

			Beginning Cash Balance	2025	2026	2025	2026	Ending Fund Balance
Description			Adjustment	Rev Adj	Rev Adj	Exp Adj	Exp Adj	Adjustment
Parks Construction - Fund 310								
2	carry over	Adjust beginning fund balances to cash 01/01/25	(154,802)					(154,802)
1	new revenue	Sno Co ILA for Strawberry Fields Athletic Complex Improvements		100,000		100,000		-
3	use of REET	Mother Nature's Window		374,000		374,000		-
Total GMA Parks			(154,802)	474,000	-	474,000	-	(154,802)
City Facilities - Fund 314								
2	carry over	Adjust beginning fund balances to cash 01/01/25	5,621					5,621
Total City Facilities			5,621	-	-	-	-	5,621
Residential Density Incentive - Fund 315								
4	correction	Establish Fund 315		2,431,903				2,431,903
4	correction	Move RDI Revenue to new Fund 315		850,000	850,000			1,700,000
Total Residential Density Incentive			-	3,281,903	850,000	-	-	4,131,903
Water/Sewer Operating - Fund 401								
2	carry over	Adjust beginning fund balances to cash 01/01/25	4,177,505					4,177,505
4	correction	DOE Grant-Marysville Enhanced Maintenance Plan		(121,618)		(121,618)		-
3	use of fb	JOA Cathodic System 30" Main Repair				32,000		(32,000)
Total Waterworks Utility			4,177,505	(121,618)	-	(89,618)	-	4,145,505
Water/Sewer Construction Fund - Fund 402								
2	carry over	Adjust beginning fund balances to cash 01/01/25	3,438,407					3,438,407
1	new revenue	DOE Grant - Jennings Stormwater Facility Design		520,728				520,728
1	new revenue	Tulalip Tribes Grant - Culvert Replacements		1,400,000		1,400,000		-
4	correction	Move Riverwalk Redevelopment from Fund 401		1,200,000		1,200,000		-
4	correction	DOE Grant-Marysville Enhanced Maintenance Plan		121,618		121,618		-
4	correction	Public Works Facility Relocation		6,000,000		6,000,000		-
4	correction	Purchase of Old City Hall		1,500,000	2,328,000	1,500,000	2,328,000	-
3	use of fb	Interfor Fill Project 2521 Additional Funding				698,320		(698,320)
Total Waterworks Construction			3,438,407	10,742,346	2,328,000	10,919,938	2,328,000	3,260,815
Solid Waste - Fund 410								
2	carry over	Adjust beginning fund balances to cash 01/01/25	3,466,978					3,466,978
Total Solid Waste			3,466,978	-	-	-	-	3,466,978
Golf Course - Fund 420								
2	carry over	Adjust beginning fund balances to cash 01/01/25	170,545					170,545
3	use of fb	Path Maintenance Project				68,000		(68,000)
3	Addtl Funds	Cedarcrest Irrigation Project-addtl funding request + staff time				895,112		(895,112)
Total Golf Course			170,545	-	-	963,112	-	(792,567)
Utility Debt Service-450								
2	carry over	Adjust beginning fund balances to cash 01/01/25	149,371					149,371
Total Utility Debt Service			149,371	-	-	-	-	149,371
Fleet Maintenance - Fund 501								
2	carry over	Adjust beginning fund balances to cash 01/01/25	(108,067)					(108,067)
3	use of fb	PD Fleet Replacements		78,200		78,200		-
3	use of fb	Streets Fleet Replacement - Loader M007		7,105		7,105		-
Total Fleet Maintenance			(108,067)	85,305	-	85,305	-	(108,067)
Facility Maintenance - Fund 502								
2	carry over	Adjust beginning fund balances to cash 01/01/25	45,271					45,271
Total Facility Maintenance			45,271	-	-	-	-	45,271
Information Services - Fund 503								
2	carry over	Adjust beginning fund balances to cash 01/01/25	337,207					337,207
Total Information Services			337,207	-	-	-	-	337,207
Unemployment Insurance - Fund 510								
2	carry over	Adjust beginning fund balances to cash 01/01/25	(22,119)					(22,119)
Total Unemployment Insurance			(22,119)	-	-	-	-	(22,119)
Risk Management - Fund 511								
2	carry over	Adjust beginning fund balances to cash 01/01/25	(84,875)					(84,875)
Total Risk Management			(84,875)	-	-	-	-	(84,875)
Medical Insurance - Fund 512								
2	carry over	Adjust beginning fund balances to cash 01/01/25	(193,292)					(193,292)
Total Medical Insurance			(193,292)	-	-	-	-	(193,292)
GRAND TOTAL			17,245,915	18,112,365	2,328,000	23,665,059	2,328,000	11,693,221

The details concerning the above-referenced amendments are attached hereto as Exhibit "A".

Section 2. Since the adoption of the 2025-2026 budget and in accordance with MMC 2.50.030, the 2025-2026 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 "B".

Section 3. Ordinance No. 3325 and any prior amendments shall remain in full force and effect, unchanged, except as modified by this amendment.

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 _____, 2025.

CITY OF MARYSVILLE

By _____
MAYOR

ATTEST:

By _____
CITY CLERK

Approved as to form:

By _____
CITY ATTORNEY

Date of Publication: _____

Effective Date (5 days after publication): _____

EXHIBIT A – 2025-2026
Amendment Account Detail

Fund Title	Fund No.	Description	Current Budget	Amended Budget	Amount of Inc/(Dec)
General Fund	001	Beginning Fund Balance	\$ 18,481,554	\$ 16,273,531	\$ (2,208,023)
General Fund	001	Revenue	134,044,936	133,213,376	(831,560)
General Fund	001	Expenditures	141,652,085	144,622,681	2,970,596
General Fund	001	Ending Fund Balance	10,874,405	4,864,226	(6,010,179)
Cumulative Reserve	005	Beginning Fund Balance	206,297	1,490,190	1,283,893
Cumulative Reserve	005	Revenue	-	-	-
Cumulative Reserve	005	Expenditures	-	-	-
Cumulative Reserve	005	Ending Fund Balance	206,297	1,490,190	1,283,893
City Street	101	Beginning Fund Balance	943,682	-	(943,682)
City Street	101	Revenue	2,744,000	2,744,000	-
City Street	101	Expenditures	2,600,000	2,600,000	-
City Street	101	Ending Fund Balance	1,087,682	144,000	(943,682)
Drug Enforcement	103	Beginning Fund Balance	73,364	44,825	(28,539)
Drug Enforcement	103	Revenue	16,000	16,000	-
Drug Enforcement	103	Expenditures	86,000	56,000	(30,000)
Drug Enforcement	103	Ending Fund Balance	3,364	4,825	1,461
Tribal Gaming Fund	104	Beginning Fund Balance	272	45,690	45,418
Tribal Gaming Fund	104	Revenue	-	25,000	25,000
Tribal Gaming Fund	104	Expenditures	-	70,000	70,000
Tribal Gaming Fund	104	Ending Fund Balance	272	690	418
Hotel/Motel Tax	105	Beginning Fund Balance	382,222	453,611	71,389
Hotel/Motel Tax	105	Revenue	533,180	533,180	-
Hotel/Motel Tax	105	Expenditures	296,520	390,868	94,348
Hotel/Motel Tax	105	Ending Fund Balance	618,882	595,923	(22,959)
I/NET	108	Beginning Fund Balance	664,406	602,262	(62,144)
I/NET	108	Revenue	200,000	200,000	-
I/NET	108	Expenditures	42,000	42,000	-
I/NET	108	Ending Fund Balance	822,406	760,262	(62,144)
CDBG	109	Beginning Fund Balance	3,307	108,368	105,061
CDBG	109	Revenue	817,914	828,270	10,356
CDBG	109	Expenditures	817,914	828,270	10,356
CDBG	109	Ending Fund Balance	3,307	108,368	105,061
GMA - REET I	110	Beginning Fund Balance	390,724	2,866,419	2,475,695
GMA - REET I	110	Revenue	4,195,320	4,195,320	-
GMA - REET I	110	Expenditures	4,462,263	5,933,772	1,471,509
GMA - REET I	110	Ending Fund Balance	123,781	1,127,968	1,004,187
GMA - REET II	111	Beginning Fund Balance	144,192	2,594,199	2,450,007
GMA - REET II	111	Revenue	4,195,320	4,195,320	-
GMA - REET II	111	Expenditures	4,262,263	5,733,772	1,471,509
GMA - REET II	111	Ending Fund Balance	77,249	1,055,748	978,499
Transp Benefit District	114	Beginning Fund Balance	7,833,941	8,329,918	495,977
Transp Benefit District	114	Revenue	9,131,625	9,131,625	-
Transp Benefit District	114	Expenditures	7,550,086	8,312,346	762,260
Transp Benefit District	114	Ending Fund Balance	9,415,480	9,149,197	(266,283)

EXHIBIT A – 2025-2026
Amendment Account Detail-Continued

Fund Title	Fund No.	Description	Current Budget	Amended Budget	Amount of Inc/(Dec)
Affordable Housing	115	Beginning Fund Balance	490	489,470	488,980
Affordable Housing	115	Revenue	189,205	189,205	-
Affordable Housing	115	Expenditures	180,000	180,000	-
Affordable Housing	115	Ending Fund Balance	9,695	498,675	488,980
School Mitigation	116	Beginning Fund Balance	-	125,774	125,774
School Mitigation	116	Revenue	2,000,000	2,000,000	-
School Mitigation	116	Expenditures	2,000,000	2,000,000	-
School Mitigation	116	Ending Fund Balance	-	125,774	125,774
LTGO Debt Service	206	Beginning Fund Balance	168,069	173,582	5,513
LTGO Debt Service	206	Revenue	11,120,888	11,120,888	-
LTGO Debt Service	206	Expenditures	11,125,888	12,021,000	895,112
LTGO Debt Service	206	Ending Fund Balance	163,069	(726,530)	(889,599)
LID 71 Debt Service	271	Beginning Fund Balance	59,072	35,996	(23,076)
LID 71 Debt Service	271	Revenue	624,000	624,000	-
LID 71 Debt Service	271	Expenditures	676,936	676,936	-
LID 71 Debt Service	271	Ending Fund Balance	6,136	(16,940)	(23,076)
LID Guaranty Fund	299	Beginning Fund Balance	670,397	683,447	13,050
LID Guaranty Fund	299	Revenue	-	-	-
LID Guaranty Fund	299	Expenditures	20,000	20,000	-
LID Guaranty Fund	299	Ending Fund Balance	650,397	663,447	13,050
Streets Construction	305	Beginning Fund Balance	56,260	1,779,132	1,722,872
Streets Construction	305	Revenue	26,946,491	30,543,124	3,596,633
Streets Construction	305	Expenditures	26,444,491	30,041,124	3,596,633
Streets Construction	305	Ending Fund Balance	558,260	2,281,132	1,722,872
Park Construction	310	Beginning Fund Balance	573,933	419,131	(154,802)
Park Construction	310	Revenue	4,898,273	5,372,273	474,000
Park Construction	310	Expenditures	4,566,101	5,040,101	474,000
Park Construction	310	Ending Fund Balance	906,105	751,303	(154,802)
City Facilities	314	Beginning Fund Balance	-	5,621	5,621
City Facilities	314	Revenue	559,580	559,580	-
City Facilities	314	Expenditures	259,580	259,580	-
City Facilities	314	Ending Fund Balance	300,000	305,621	5,621
Residential Density Inc	315	Beginning Fund Balance	-	-	-
Residential Density Inc	315	Revenue	-	4,131,903	4,131,903
Residential Density Inc	315	Expenditures	-	-	-
Residential Density Inc	315	Ending Fund Balance	-	4,131,903	4,131,903
Water/Sewer Utilities	401	Beginning Fund Balance	14,849,081	19,026,586	4,177,505
Water/Sewer Utilities	401	Revenue	71,900,804	71,779,186	(121,618)
Water/Sewer Utilities	401	Expenditures	82,749,488	82,659,870	(89,618)
Water/Sewer Utilities	401	Ending Fund Balance	4,000,397	8,145,902	4,145,505
Wtr/Sewer Const Fund	402	Beginning Fund Balance	16,257,652	19,696,059	3,438,407
Wtr/Sewer Const Fund	402	Revenue	15,731,344	28,801,690	13,070,346
Wtr/Sewer Const Fund	402	Expenditures	16,838,413	30,086,351	13,247,938
Wtr/Sewer Const Fund	402	Ending Fund Balance	15,150,583	18,411,398	3,260,815
Garbage & Refuse	410	Beginning Fund Balance	5,146,940	8,613,918	3,466,978
Garbage & Refuse	410	Revenue	32,773,136	32,773,136	-
Garbage & Refuse	410	Expenditures	33,058,183	33,058,183	-
Garbage & Refuse	410	Ending Fund Balance	4,861,893	8,328,871	3,466,978
Golf Course	420	Beginning Fund Balance	1,069,950	1,240,495	170,545
Golf Course	420	Revenue	7,597,103	7,597,103	-
Golf Course	420	Expenditures	7,909,239	8,872,351	963,112
Golf Course	420	Ending Fund Balance	757,814	(34,753)	(792,567)
Utility Debt Service	450	Beginning Fund Balance	2,766,710	2,916,081	149,371
Utility Debt Service	450	Revenue	7,897,926	7,897,926	-
Utility Debt Service	450	Expenditures	7,899,526	7,899,526	-
Utility Debt Service	450	Ending Fund Balance	2,765,110	2,914,481	149,371

EXHIBIT A – 2025-2026
Amendment Account Detail-Continued

Fund Title	Fund No.	Description	Current Budget	Amended Budget	Amount of Inc/(Dec)
Fleet Services	501	Beginning Fund Balance	191,952	83,885	(108,067)
Fleet Services	501	Revenue	9,587,708	9,673,013	85,305
Fleet Services	501	Expenditures	9,587,708	9,673,013	85,305
Fleet Services	501	Ending Fund Balance	191,952	83,885	(108,067)
Facility Maintenance	502	Beginning Fund Balance	3,999	49,270	45,271
Facility Maintenance	502	Revenue	2,842,225	2,842,225	-
Facility Maintenance	502	Expenditures	2,842,225	2,842,225	-
Facility Maintenance	502	Ending Fund Balance	3,999	49,270	45,271
Information Services	503	Beginning Fund Balance	207,057	544,264	337,207
Information Services	503	Revenue	7,615,151	7,615,151	-
Information Services	503	Expenditures	7,563,151	7,563,151	-
Information Services	503	Ending Fund Balance	259,057	596,264	337,207
Unemployment Insurance	510	Beginning Fund Balance	150,688	128,569	(22,119)
Unemployment Insurance	510	Revenue	163,687	163,687	-
Unemployment Insurance	510	Expenditures	50,000	50,000	-
Unemployment Insurance	510	Ending Fund Balance	264,375	242,256	(22,119)
Risk Management	511	Beginning Fund Balance	3,043,785	2,958,910	(84,875)
Risk Management	511	Revenue	2,112,060	2,112,060	-
Risk Management	511	Expenditures	3,902,100	3,902,100	-
Risk Management	511	Ending Fund Balance	1,253,745	1,168,870	(84,875)
Medical Insurance	512	Beginning Fund Balance	2,842,535	2,649,243	(193,292)
Medical Insurance	512	Revenue	14,588,946	14,588,946	-
Medical Insurance	512	Expenditures	16,158,594	16,158,594	-
Medical Insurance	512	Ending Fund Balance	1,272,887	1,079,595	(193,292)
			Net Increase/(Decrease)	\$ 11,693,221	

Exhibit B

CITY OF MARYSVILLE MANAGEMENT PAY GRID 2025

3.5% Increase

PAY CODE	TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
M112	No Position	\$ 87,268 \$ 41.96	\$ 89,893 \$ 43.22	\$ 92,565 \$ 44.51	\$ 95,337 \$ 45.84	\$ 98,234 \$ 47.23	\$ 101,154 \$ 48.63	\$ 104,199 \$ 50.09	\$ 106,822 \$ 51.36	\$ 109,470 \$ 52.63	Annual Hourly
M113	Athletic Supervisor Cultural Arts Supervisor Recreation Supervisor Utility Billing Supervisor Police Records Supervisor	\$ 95,115 \$ 45.73	\$ 97,961 \$ 47.09	\$ 100,932 \$ 48.52	\$ 103,926 \$ 49.96	\$ 107,069 \$ 51.47	\$ 110,288 \$ 53.02	\$ 113,580 \$ 54.61	\$ 116,425 \$ 55.97	\$ 119,322 \$ 57.37	Annual Hourly
M114	HR Business Partner Senior Financial Analyst Management Analyst Prosecutor I Assistant City Attorney	\$ 102,119 \$ 49.10	\$ 105,189 \$ 50.57	\$ 108,356 \$ 52.09	\$ 111,573 \$ 53.64	\$ 114,941 \$ 55.26	\$ 118,381 \$ 56.91	\$ 121,970 \$ 58.64	\$ 124,990 \$ 60.09	\$ 128,107 \$ 61.59	Annual Hourly
M115	Administrative Services Supervisor Fleet and Facilities Supervisor IT Services Supervisor Assistant Court Administrator	\$ 109,297 \$ 52.55	\$ 112,541 \$ 54.11	\$ 115,930 \$ 55.73	\$ 119,419 \$ 57.41	\$ 123,010 \$ 59.14	\$ 126,697 \$ 60.91	\$ 130,509 \$ 62.74	\$ 133,726 \$ 64.29	\$ 137,066 \$ 65.90	Annual Hourly
M116	Parks Maintenance Supervisor Prosecutor II Solid Waste Supervisor Storm/Sewer Supervisor Street Supervisor Water Utility Supervisor Water Quality Supervisor Water Resource Supervisor Safety Manager Legal Services Manager Civil Attorney Emergency Preparedness Manager GIS Manager Principal Planner IT Analyst Supervisor	\$ 116,946 \$ 56.22	\$ 120,435 \$ 57.90	\$ 124,048 \$ 59.64	\$ 127,761 \$ 61.43	\$ 131,598 \$ 63.27	\$ 135,557 \$ 65.17	\$ 139,617 \$ 67.12	\$ 143,105 \$ 68.80	\$ 146,670 \$ 70.51	Annual Hourly
M117	Building Official Financial Operations Manager Financial Planning Manager Planning Manager Senior Project Engineer IT Operations Supervisor Human Resources Program Manager HR Supervisor Communications Manager Police Administrative Services Manager	\$ 122,760 \$ 59.02	\$ 126,450 \$ 60.80	\$ 130,236 \$ 62.62	\$ 134,146 \$ 64.49	\$ 138,207 \$ 66.45	\$ 142,315 \$ 68.42	\$ 146,595 \$ 70.48	\$ 150,259 \$ 72.24	\$ 154,021 \$ 74.04	Annual Hourly
M118	Senior Project Manager Traffic Engineering Manager City Traffic Engineer Legal Services Manager	\$ 128,925 \$ 61.99	\$ 132,760 \$ 63.83	\$ 136,746 \$ 65.74	\$ 140,854 \$ 67.72	\$ 145,111 \$ 69.77	\$ 149,443 \$ 71.85	\$ 153,922 \$ 74.00	\$ 157,783 \$ 75.86	\$ 161,720 \$ 77.75	Annual Hourly
M119	Assistant Parks Director Storm and Wastewater Utility Manager Water Utility Manager Transportation Services Manager Court Administrator Lead Prosecutor Development Services Manager Capital Engineering Manager Maintenance Services & Solid Waste Manager	\$ 135,359 \$ 65.08	\$ 139,418 \$ 67.03	\$ 143,602 \$ 69.03	\$ 147,908 \$ 71.10	\$ 152,338 \$ 73.24	\$ 156,918 \$ 75.44	\$ 161,619 \$ 77.70	\$ 165,655 \$ 79.64	\$ 169,811 \$ 81.64	Annual Hourly
M120	Economic Development Manager	\$ 142,116 \$ 68.32	\$ 146,373 \$ 70.37	\$ 150,754 \$ 72.48	\$ 155,308 \$ 74.66	\$ 159,962 \$ 76.90	\$ 164,764 \$ 79.21	\$ 169,712 \$ 81.59	\$ 173,945 \$ 83.63	\$ 178,299 \$ 85.72	Annual Hourly
M121	No Position	\$ 149,244 \$ 71.76	\$ 153,724 \$ 73.91	\$ 158,302 \$ 76.10	\$ 163,055 \$ 78.39	\$ 167,955 \$ 80.75	\$ 173,004 \$ 83.17	\$ 178,203 \$ 85.68	\$ 182,632 \$ 87.80	\$ 187,186 \$ 89.99	Annual Hourly
M122	Deputy City Attorney	\$ 156,694 \$ 75.34	\$ 161,372 \$ 77.58	\$ 166,223 \$ 79.91	\$ 171,248 \$ 82.33	\$ 176,371 \$ 84.80	\$ 181,643 \$ 87.33	\$ 187,089 \$ 89.94	\$ 191,790 \$ 92.21	\$ 196,567 \$ 94.51	Annual Hourly
M123	No Position	\$ 172,361 \$ 82.86	\$ 177,533 \$ 85.36	\$ 182,856 \$ 87.91	\$ 188,349 \$ 90.55	\$ 193,967 \$ 93.25	\$ 199,809 \$ 96.06	\$ 205,799 \$ 98.95	\$ 210,946 \$ 101.42	\$ 216,219 \$ 103.96	Annual Hourly
M124	Community Development Director Parks Director IS Director HR Director Assistant Police Chief	\$ 184,645 \$ 88.77	\$ 190,184 \$ 91.43	\$ 195,890 \$ 94.18	\$ 201,767 \$ 97.00	\$ 207,820 \$ 99.91	\$ 214,054 \$ 102.91	\$ 220,476 \$ 106.00	\$ 225,988 \$ 108.65	\$ 231,637 \$ 111.37	Annual Hourly
M125	Finance Director	\$ 193,879 \$ 93.21	\$ 199,696 \$ 96.01	\$ 205,687 \$ 98.89	\$ 211,857 \$ 101.85	\$ 218,213 \$ 104.91	\$ 224,759 \$ 108.06	\$ 231,502 \$ 111.30	\$ 237,290 \$ 114.08	\$ 243,222 \$ 116.93	Annual Hourly
M126	Police Chief City Attorney Engineering Services Director Utilities and Maintenance Services Director	\$ 203,586 \$ 97.88	\$ 209,693 \$ 100.81	\$ 215,984 \$ 103.84	\$ 222,463 \$ 106.95	\$ 229,137 \$ 110.16	\$ 236,011 \$ 113.47	\$ 243,092 \$ 116.87	\$ 249,169 \$ 119.79	\$ 255,399 \$ 122.79	Annual Hourly
M130	City Administrator	\$ 220,033 \$ 105.78	\$ 226,634 \$ 108.96	\$ 233,433 \$ 112.23	\$ 240,436 \$ 115.59	\$ 247,649 \$ 119.06	\$ 255,078 \$ 122.63	\$ 262,731 \$ 126.31	\$ 269,299 \$ 129.47	\$ 276,031 \$ 132.71	Annual Hourly

NON REPRESENTED PAY GRID 2025

3.5% Increase

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 Planning Technician Confidential Legal Assistant Computer Technician Victim/Witness Coordinator Community Support Aide	\$ 76,948 \$ 36.99	\$ 79,250 \$ 38.10	\$ 81,627 \$ 39.25	\$ 84,076 \$ 40.42	\$ 86,601 \$ 41.64	\$ 89,200 \$ 42.88	\$ 91,873 \$ 44.17	\$ 94,176 \$ 45.28	\$ 96,527 \$ 46.41	Annual Hourly
N111	Deputy City Clerk Communications/Marketing Specialist Confidential Admin Specialist	\$ 81,552 \$ 39.21	\$ 84,028 \$ 40.40	\$ 86,527 \$ 41.60	\$ 89,126 \$ 42.85	\$ 91,799 \$ 44.13	\$ 94,521 \$ 45.45	\$ 97,392 \$ 46.82	\$ 99,816 \$ 47.99	\$ 102,318 \$ 49.19	Annual Hourly
N112	Code Enforcement Officer Confidential Admin Associate Development Services Technician Engineering Coordinator GIS Technician HR Specialist Inspector I - Building Inspector I - Construction Planning Assistant Surface Water Specialist Surface Water Inspector Community Intervention Specialist-I Emergency Preparedness Specialist Volunteer & Community Event Coordinator Probation Officer	\$ 87,268 \$ 41.96	\$ 89,893 \$ 43.22	\$ 92,565 \$ 44.51	\$ 95,337 \$ 45.84	\$ 98,234 \$ 47.23	\$ 101,154 \$ 48.63	\$ 104,199 \$ 50.09	\$ 106,822 \$ 51.36	\$ 109,470 \$ 52.63	Annual Hourly
N113	Associate Planner I.S. Analyst Engineering Technician Financial Analyst GIS Analyst Human Resource Specialist Inspector II - Building Inspector II - Construction Executive Services Coordinator NPDES Coordinator Senior Communications Specialist/PIO Community Intervention Specialist-II	\$ 95,115 \$ 45.73	\$ 97,961 \$ 47.09	\$ 100,908 \$ 48.52	\$ 103,926 \$ 49.96	\$ 107,045 \$ 51.47	\$ 110,288 \$ 53.02	\$ 113,580 \$ 54.61	\$ 116,425 \$ 55.97	\$ 119,322 \$ 57.37	Annual Hourly
N114	Crime & Intelligence Analyst Electronic Control Systems Administrator Inspector III - Combo Inspector III - Electrical Planner	\$ 102,119 \$ 49.10	\$ 105,189 \$ 50.57	\$ 108,356 \$ 52.09	\$ 111,573 \$ 53.64	\$ 114,941 \$ 55.26	\$ 118,381 \$ 56.91	\$ 121,970 \$ 58.64	\$ 124,990 \$ 60.09	\$ 128,107 \$ 61.59	Annual Hourly
N115	Assistant Building Official Civil Plan Review Project Engineer Senior Planner Associate Traffic Engineer City Clerk	\$ 109,297 \$ 52.55	\$ 112,541 \$ 54.11	\$ 115,930 \$ 55.73	\$ 119,419 \$ 57.41	\$ 123,010 \$ 59.14	\$ 126,697 \$ 60.91	\$ 130,509 \$ 62.74	\$ 133,726 \$ 64.29	\$ 137,066 \$ 65.90	Annual Hourly
N116	IS System Administrator Risk and Program Manager	\$ 116,946 \$ 56.22	\$ 120,435 \$ 57.90	\$ 124,048 \$ 59.64	\$ 127,761 \$ 61.43	\$ 131,598 \$ 63.27	\$ 135,557 \$ 65.17	\$ 139,617 \$ 67.12	\$ 143,105 \$ 68.80	\$ 146,670 \$ 70.51	Annual Hourly

MPMA - COMMANDER PAY GRID 2025

5.0% Increase

TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	
Police Commander	\$ 168,141	\$ 175,287	\$ 182,736	\$ 190,503	\$ 198,818	Annual
	\$ 80.84	\$ 84.27	\$ 87.85	\$ 91.59	\$ 95.59	Hourly

MPOA - (OFFICERS & SERGEANTS)

January 1, 2025 Through December 31, 2025

3% increase

Monthly

PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5
Entry Police	7,089					
Police Officers	7,878	8,178	8,472	8,934	9,448	9,823
Police Corporal		10,707				
Police Sergeant	11,108	11,591				

MPOA - (CUSTODY OFFICER, CORPORAL & COMMUNITY SERVICE OFFICER)

January 1, 2025 - December 31, 2025

3% 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	5,754	5,988	6,234	6,489	6,756	7,033	7,306
Custody Sergeant	8,597	8,803					
Custody Corporal	7,676	7,860					
Custody Officer	5,897	6,149	6,365	6,588	6,847	7,134	7,346

Teamsters Pay Grid 2025										
3.5% Increase										
2024 Classifications	Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	
Custodian	U20	\$52,666	\$54,246	\$55,873	\$57,550	\$59,277	\$61,055	\$62,580	\$64,145	Annual
Maintenance Assistant		\$25.32	\$26.08	\$26.86	\$27.67	\$28.49	\$29.35	\$30.09	\$30.84	Hourly
Customer Service Representative	U25	\$63,200	\$65,095	\$67,048	\$69,059	\$71,131	\$73,266	\$75,098	\$76,975	Annual
Parks Maintenance Tech I		\$30.39	\$31.30	\$32.23	\$33.20	\$34.20	\$35.22	\$36.10	\$37.01	Hourly
Streets Maintenance Tech I										
Custodian Lead										
Accounting Tech - AP	U30	\$66,991	\$69,001	\$71,071	\$73,203	\$75,400	\$77,661	\$79,603	\$81,593	Annual
Accounting Tech - Utility Billing		\$32.21	\$33.17	\$34.17	\$35.19	\$36.25	\$37.33	\$38.27	\$39.23	Hourly
CD Program Specialist										
Purchasing/Inventory Specialist										
PW Administrative Assistant										
Storm/Sewer Tech I										
Utility Locator										
Operator In Training										
Judicial Process Specialist	U35	\$72,351	\$74,522	\$76,758	\$79,060	\$81,432	\$83,874	\$85,971	\$88,120	Annual
Meter Technician		\$34.79	\$35.83	\$36.90	\$38.01	\$39.15	\$40.32	\$41.33	\$42.36	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										
Evidence Specialist	U40	\$76,692	\$78,992	\$81,362	\$83,804	\$86,317	\$88,908	\$91,130	\$93,408	Annual
Parks Administrative Specialist		\$36.87	\$37.97	\$39.11	\$40.29	\$41.50	\$42.75	\$43.81	\$44.91	Hourly
Planning Administrative Specialist										
PW Administrative Specialist										
Police Administrative Specialist										
Senior Accounting Tech										
Senior Permit Tech										
WWTP Maintenance Tech I										
Parks Maintenance Lead I	U45	\$80,526	\$82,942	\$85,431	\$87,993	\$90,633	\$93,352	\$95,686	\$98,078	Annual
Police Records Tech Lead		\$38.72	\$39.88	\$41.07	\$42.30	\$43.57	\$44.88	\$46.01	\$47.15	Hourly
Streets Maintenance Lead I										
Storm/Sewer Lead I										
Water Operations Tech II										
Construction Tech II										
Water Quality Specialist										
WWTP Maintenance Tech II										
WWTP Operator I										
Facilities Maintenance Journeyman	U50	\$86,163	\$88,748	\$91,411	\$94,153	\$96,977	\$99,887	\$102,384	\$104,943	Annual
Industrial Waste/Pretreatment Technician		\$41.42	\$42.66	\$43.95	\$45.27	\$46.63	\$48.02	\$49.22	\$50.46	Hourly
Mechanic										
Streets Maintenance Tech Lead II										
Storm/Sewer Tech Lead II										
Solid Waste Lead II										
Parks Maintenance Lead II										
Construction Lead I										
Water Operator										
WWTP Operator II										
WWTP Maintenance Lead I										
Cross Connection Control Specialist										
Mechanic Lead II	U55	\$92,195	\$94,960	\$97,810	\$100,744	\$103,766	\$106,878	\$109,551	\$112,289	Annual
Senior Traffic Control Systems Tech		\$44.33	\$45.65	\$47.02	\$48.44	\$49.89	\$51.39	\$52.67	\$53.99	Hourly
Construction Lead II										
Water Operations Lead II										
Water Quality Lead										
Utility Electrician										
WWTP Operator III										
Senior Utility Electrician	U60	\$98,648	\$101,607	\$104,656	\$107,796	\$111,030	\$114,360	\$117,220	\$120,150	Annual
WWTP Maintenance Lead II		\$47.43	\$48.85	\$50.31	\$51.82	\$53.37	\$54.99	\$56.36	\$57.77	Hourly
WWTP Operations Lead										



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 23, 2025

SUBMITTED BY: Kari Chennault, Executive

ITEM TYPE: Agreement

AGENDA SECTION: New Business

SUBJECT: Grant Agreement with the Washington State Military Department for Emergency Preparedness Outreach to Limited English Proficiency Populations

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the Emergency Management Performance Grant Agreement.

SUMMARY: The City of Marysville has received \$5,100 in grant funding from the Washington State Military Department. The City plans to use this funding to translate emergency management outreach materials into languages other than English to support Limited English Proficiency populations. This project would also include printing and purchasing outreach materials in other languages. This grant requires a match of \$5,100 which is already budgeted.

ATTACHMENTS:
[Proposed Contract_approved.pdf](#)

**Washington State Military Department
EMERGENCY MANAGEMENT PERFORMANCE GRANT AGREEMENT FACE SHEET**

1. Subrecipient Name and Address: City of Marysville Emergency Management 501 Delta Ave Marysville, WA 98270-4234		2. Grant Agreement Amount: \$5,100		3. Grant Agreement Number: E25-367	
4. Subrecipient Contact, phone/email: Kari Chennault, 360-363-8074 kchennault@marysvillewa.gov		5. Grant Agreement Start Date: January 1, 2025		6. Grant Agreement End Date: September 30, 2025	
7. Department Contact, phone/email: Ben Olson, 253-512-7224 benjamin.olson@mil.wa.gov		8. Unique Entity Identifier (UEI): KENDBGSMVPQ7		9. UBI # (state revenue): 314-000-001	
10. Funding Authority: Washington State Military Department (the "DEPARTMENT") and the U.S. Department of Homeland Security (DHS)					
11. Federal Award ID # (FAIN): EMS-2023-EP-00002		12. Federal Award Date: 9/21/2023		13. Assistance Listings # & Title: 97.042 (23EMPG)	
14. Total Federal Amount: \$7,585,716		15. Program Index # & OBJ/SUB-OBJ: 733PT NZ			16. EIN: 91-6001459
17. Service Districts: (BY LEGISLATIVE DISTRICT): 38, 39, 44 (BY CONGRESSIONAL DISTRICT): 2		18. Service Area by County(ies): Snohomish		19. Women/Minority-Owned, State Certified: ☒ N/A ☐ NO ☐ YES, OMWBE # _____	
20. Agreement Classification: ☐ Personal Services ☐ Client Services ☒ Public/Local Gov't ☐ Research/Development ☐ A/E ☐ Other _____			21. Contract Type (check all that apply): ☐ Contract ☒ Grant ☒ Agreement ☐ Intergovernmental (RCW 39.34) ☐ Interagency		
22. Subrecipient Selection Process: ☒ "To all who apply & qualify" ☐ Competitive Bidding ☐ Sole Source ☐ A/E RCW ☐ N/A ☐ Filed w/OFM? ☐ Advertised? ☐ YES ☐ NO			23. Subrecipient Type (check all that apply): ☐ Private Organization/Individual ☐ For-Profit ☒ Public Organization/Jurisdiction ☐ Non-Profit ☐ CONTRACTOR ☒ SUBRECIPIENT ☐ OTHER		
24. PURPOSE & DESCRIPTION: The purpose of the Fiscal Year (FY) 2023 Emergency Management Performance Grant (23EMPG) program is to provide U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) Federal award funds to states to assist state, local, territorial, and tribal governments in preparing for all hazards through sustainment and enhancement of those programs as described in the Work Plan. The Department is the Recipient and Pass-through Entity of the 23EMPG DHS Award Letter for Grant No. EMS-2023-EP-00002 ("Grant"), which is incorporated in and attached hereto as Attachment C and has made a subaward of Federal award funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Department for use of Federal award funds provided under this Agreement and the associated matching funds.					
IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced Attachments which are hereby incorporated in and made a part hereof, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Attachment A); General Terms and Conditions (Attachment B); 23EMPG Award Letter EMS-2023-EP-00002 (Attachment C); Work Plan (Attachment D); Timeline (Attachment E); Budget (Attachment F); Build America, Buy America Act Self-Certification (Attachment G); and all other documents expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.					
In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: 1. Applicable Federal and State Statutes and Regulations 2. DHS/FEMA Award and program documents 3. Work Plan, Timeline, and Budget 4. Special Terms and Conditions 5. General Terms and Conditions, and, 6. Other provisions of the Agreement incorporated by reference					
WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.					
FOR THE DEPARTMENT:			FOR THE SUBRECIPIENT:		
Signature _____ Date _____ Regan Anne Hesse, Chief Financial Officer Washington State Military Department			Signature _____ Date _____ Jon Nehring, Mayor City of Marysville		
BOILERPLATE APPROVED AS TO FORM: Dierk Meierbachtol _____ August 1, 2023 Assistant Attorney General			APPROVED AS TO FORM (if applicable): Signature _____ Date _____		

SPECIAL TERMS AND CONDITIONS

ARTICLE I. KEY PERSONNEL

The individuals listed below shall be considered key personnel for point of contact under this Agreement. Any substitution of key personnel by either party shall be made by written notification to the current key personnel.

SUBRECIPIENT		DEPARTMENT	
Name	Kari Chennault	Name	Ben Olson
Title	Grants Coordinator	Title	Program Coordinator
Email	kchennault@marysvillewa.gov	Email	benjamin.olson@mil.wa.gov
Phone	360-363-8074	Phone	253-512-7224
Name	Sarah Lavelle	Name	Peter Drance
Title	Emergency Preparedness Manager	Title	Program Manager
Email	slavelle@marysvillewa.gov	Email	peter.drance@mil.wa.gov
Phone	360-363-8096	Phone	253-512-7322
Name	Kassidy Aldrich	Name	General Information
Title	Emergency Preparedness Specialist		
Email	kaldrich@marysvillewa.gov		
Phone	360-363-8718		
		Email	preparedness.grants@mil.wa.gov

ARTICLE II. ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS

The Subrecipient shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 23EMPG Program, including, but not limited to, all criteria, restrictions, and requirements of *The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2023 Emergency Management Performance Grant (EMPG) Program* document, the *Fiscal Year 2023 Preparedness Grants Manual*, FEMA Manual (FM) 207-22-0001 Version 4, 2023 (the Manual), the DHS Award Letter for the Grant, and the federal regulations commonly applicable to DHS/FEMA grants, all of which are incorporated herein by reference. The *DHS Award Letter* is incorporated in this Agreement as Attachment C.

The Subrecipient acknowledges that since this Agreement involves federal award funding, the performance period may begin prior to the availability of appropriated federal funds. The Subrecipient agrees that it will not hold the Department, the state of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

A. STATE AND FEDERAL REQUIREMENTS FOR DHS/FEMA PREPAREDNESS GRANTS:

The following requirements apply to all DHS/FEMA Preparedness Grants administered by the Department.

1. SUBAWARDS & CONTRACTS BY SUBRECIPIENT

- a. The Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 23EMPG funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.331.
- b. If the Subrecipient becomes a pass-through entity by making a subaward to a non-federal entity as its subrecipient:
 - i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of 23EMPG funds, including, but not limited to, those contained in 2 CFR 200.
 - ii. The Subrecipient shall require its subrecipient(s) to comply with all applicable state and federal laws, rules, regulations, requirements, and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 23EMPG Program, including, but not limited to, all criteria, restrictions, and requirements of *The Department of*

Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2023 Emergency Management Performance Grant (EMPG) Program document, the Manual, the DHS Award Letter for the Grant in Attachment C, and the federal regulations commonly applicable to DHS/FEMA grants.

- iii. The Subrecipient shall be responsible to the Department for ensuring that all 23EMPG federal award funds provided to its subrecipients, and associated matching funds, are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in Attachment C of this Agreement.

2. BUDGET, REIMBURSEMENT, AND TIMELINE

- a. Within the total Grant Agreement Amount, travel, subcontracts, salaries, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis upon completion unless otherwise provided in this Agreement.
- b. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement Amount.
- c. If the Subrecipient chooses to include indirect costs within the Budget (Attachment F), additional documentation is required based on the applicable situation. As described in 2 CFR 200.414 and Appendix VII to 2 CFR 200:
 - i. If the Subrecipient receives direct funding from any Federal agency(ies), documentation of the rate must be submitted to the Department Key Personnel per the following:
 - A. More than \$35 million, the approved indirect cost rate agreement negotiated with its federal cognizant agency.
 - B. Less than \$35 million, the indirect cost proposal developed in accordance with Appendix VII of 2 CFR 200 requirements.
 - ii. If the Subrecipient does not receive direct federal funds (i.e., only receives funds as a subrecipient), the Subrecipient must either elect to charge a de minimis rate of ten percent (10%) or 10% of modified total direct costs or choose to negotiate a higher rate with the Department. If the latter is preferred, the Subrecipient must contact Department Key Personnel for approval steps.
- d. For travel costs, the Subrecipient shall comply with 2 CFR 200.475 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at <https://www.gsa.gov>, and follow the most restrictive. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without written approval by Department Key Personnel.
- e. Reimbursement requests will include a properly completed State A-19 Invoice Form and Reimbursement Spreadsheet (in the format provided by the Department) detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted to Reimbursements@mil.wa.gov no later than the due dates listed within the Timeline (Attachment E).

Reimbursement request totals should be commensurate to the time spent processing by the Subrecipient and the Department.
- f. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the Subrecipient consistent with record retention requirements of this Agreement and be made available upon request by the Department and auditors.
- g. The Subrecipient must request **prior** written approval from Department Key Personnel to waive or extend a due date in the Timeline (Attachment E). For waived or extended reimbursement due dates, all allowable costs should be submitted on the next scheduled

reimbursement due date contained in the Timeline. Waiving or missing deadlines serves as an indicator for assessing an agency's level of risk of noncompliance with the regulations, requirements, and the terms and conditions of the Agreement and may increase required monitoring activities. Any request for a waiver or extension of a due date in the Timeline will be treated as a request for Amendment of the Agreement. This request must be submitted to the Department Key Personnel sufficiently in advance of the due date to provide adequate time for Department review and consideration and may be granted or denied within the Department's sole discretion.

- h. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the Department within the time period notated in the Timeline (Attachment E) except as otherwise authorized by either (1) written amendment of this Agreement or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient's project(s).
- i. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the Subrecipient, its contractor, or any non-federal entity to which the Subrecipient makes a subaward and is invoiced by the vendor.
- j. Failure to submit timely, accurate, and complete reports and reimbursement requests as required by this Agreement (including, but not limited to, those reports in the Timeline (Attachment E) will prohibit the Subrecipient from being reimbursed until such reports and reimbursement requests are submitted and the Department has had reasonable time to conduct its review.
- k. Final reimbursement requests will not be approved for payment until the Subrecipient is current with all reporting requirements contained in this Agreement.
- l. A written amendment will be required if the Subrecipient expects cumulative transfers to approved, direct budget categories, as identified in the Budget (Attachment F), to exceed ten percent (10%) of the Grant Agreement Amount. Any changes to budget category totals not in compliance with this paragraph will not be reimbursed without approval from the Department.
- m. Subrecipients shall only use federal award funds under this Agreement to supplement existing funds and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The Subrecipient may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

3. REPORTING

- a. With each reimbursement request, the Subrecipient shall report how the expenditures, for which reimbursement is sought, relate to the Work Plan (Attachment D) activities in the format provided by the Department.
- b. With the final reimbursement request, the Subrecipient shall submit to the Department Key Personnel a final report (in the format provided by the Department) describing all completed activities under this Agreement, status of training course completion by individual personnel, how the match was met and documented, and progress made with NQS implementation.
- c. The Subrecipient shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the Department an Audit Certification/FFATA Form. This form is required to be completed once per calendar year, per Subrecipient, and not per agreement. The Department's Contracts Office will request the Subrecipient submit an updated form at the beginning of each calendar year in which the Subrecipient has an active agreement.
- d. To document compliance with the National Incident Management System (NIMS), the Subrecipient shall complete the annual NIMS survey conducted by EMD staff.

4. NIMS COMPLIANCE

- a. The National Incident Management System (NIMS) identifies concepts and principles that answer how to manage emergencies from preparedness to recovery regardless of their cause, size, location, or complexity. NIMS provides a consistent, nationwide approach and vocabulary for multiple agencies or jurisdictions to work together to build, sustain, and deliver the core capabilities needed to achieve a secure and resilient nation.
- b. Consistent implementation of NIMS provides a solid foundation across jurisdictions and disciplines to ensure effective and integrated preparedness, planning, and response. NIMS empowers the components of the National Preparedness System, a requirement of Presidential Policy Directive 8, to guide activities within the public and private sector and describes the planning, organizational activities, equipping, training, and exercising needed to build and sustain the core capabilities in support of the National Preparedness Goal.
- c. In order to receive federal preparedness funding from the Department, the Subrecipient must ensure and maintain adoption and implementation of NIMS. See Agreement Attachment A, Article II section 3.c. for associated reporting requirements. The list of objectives used for progress and achievement reporting can be found at <https://www.fema.gov/emergency-managers/nims/implementation-training>.
- d. Beginning with 23EMPG, FEMA is requiring phased implementation of the National Qualification System (NQS) for EMPG subrecipients. The NQS Implementation Objectives reflect the concepts and principles contained in NQS doctrine and aim to promote consistency in NQS implementation nationwide. Subrecipients will be considered in compliance with NQS requirements as long as they are working towards implementing the NQS Implementation Objectives can be found at https://www.fema.gov/sites/default/files/documents/fema_nims-nqs-implementation-objectives_fact-sheet.pdf. Only EMPG-funded deployable personnel (determined by the Subrecipient) will be required to meet NQS certification requirements.

For 23EMPG NQS Phase I of implementation, Subrecipients must:

- i. Document the plan for implementation of NQS to include a timeline and an analysis of which positions are subject to the requirement. FEMA has created an optional template which can be found at https://www.fema.gov/sites/default/files/documents/fema_nqs-sample-implemetation-plan.pptx. All plans should be kept with Agreement documents.
- ii. Describe the status of implementation as a part of the annual NIMS survey conducted by EMD staff at the end of the calendar year.
- iii. Note within the EMPG final report which EMPG funded personnel are categorized as deployable and status of implementation, as applicable.

5. EQUIPMENT AND SUPPLY MANAGEMENT

- a. The Subrecipient and any non-federal entity to which the Subrecipient makes a subaward shall comply with 2 CFR 200.317 through 200.327, and all Washington State procurement statutes, when procuring any equipment or supplies under this Agreement, 2 CFR 200.313 for management of equipment, and 2 CFR 200.314 for management of supplies, to include, but not limited to:
 - i. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the Subrecipient, or a recognized non-federal entity to which the Subrecipient has made a subaward, for which a contract, Subrecipient grant agreement, or other means of legal transfer of ownership is in place.
 - ii. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the Subrecipient's inventory system.
 - iii. Inventory system records shall include:

- A. Description of the property
 - B. Manufacturer's serial number, or other identification number
 - C. Funding source for the property, including the Federal Award Identification Number (FAIN) (Face Sheet, Box 11)
 - D. Assistance Listings Number (Face Sheet, Box 13)
 - E. Who holds the title
 - F. Acquisition date
 - G. Cost of the property and the percentage of federal participation in the cost
 - H. Location, use, and condition of the property at the date the information was reported
 - I. Disposition data including the date of disposal and sale price of the property.
- iv. The Subrecipient shall take a physical inventory of the equipment, and supplies as applicable, and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Subrecipient to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
 - v. The Subrecipient shall be responsible for any and all operational and maintenance expenses and for the safe operation of the equipment and supplies including all questions of liability. The Subrecipient shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well maintained and kept in good operating condition.
 - vi. The Subrecipient shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated, and a report generated and sent to the Department's Key Personnel.
 - vii. The Subrecipient must obtain and maintain all necessary certifications and licenses for the equipment.
 - viii. If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return. For disposition, if upon termination or at the Grant Agreement End Date, when original or replacement supplies or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Subrecipient must comply with the following procedures:
 - A. For Supplies: If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other federal award, the Subrecipient must retain the supplies for use on other activities or sell them, but must, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.
 - B. For Equipment:
 - 1) Items with a current per-unit fair-market value of \$5,000 or less may be retained, sold, transferred, or otherwise disposed of with no further obligation to the federal awarding agency.

- 2) Items with a current per-unit fair-market value in excess of \$5,000 may be retained or sold. The Subrecipient shall compensate the federal awarding agency in accordance with the requirements of 2 CFR 200.313 (e) (2).
- ix. Records for equipment shall be retained by the Subrecipient for a period of six years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained by the Subrecipient until all litigation, claims, or audit findings involving the records have been resolved.
 - b. The Subrecipient shall comply with the Department's Purchase Review Process, which is incorporated by reference and made part of this Agreement. No reimbursement will be provided unless the appropriate approval has been received.
 - c. Allowable equipment categories for the grant program are listed on the Authorized Equipment List (AEL) located on the FEMA website at <https://www.fema.gov/grants/guidance-tools/authorized-equipment-list>. It is important that the Subrecipient and any non-federal entity to which the Subrecipient makes a subaward regard the AEL as an authorized purchasing list identifying items allowed under the specific grant program; the AEL includes items that may not be categorized as equipment according to the federal, state, local, and tribal definitions of equipment. The Subrecipient is solely responsible for ensuring and documenting purchased items under this Agreement are authorized as allowed items by the AEL at time of purchase.

If the item is not identified on the AEL as allowable under the grant program, the Subrecipient must contact the Department Key Personnel for assistance in seeking FEMA approval **prior** to acquisition.
 - d. Equipment purchases (those with a current per-unit fair market value in excess of \$5,000) must be identified and explained to the Department. Use, management, and disposition of such equipment is subject to requirements outlined in 2 CFR 200.313. Before making such purchases, the Subrecipient should analyze the cost benefits of purchasing versus leasing equipment, especially those subject to rapid technical advances.
 - e. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory state and DHS/FEMA adopted standards to be eligible for purchase using federal award funds.
 - f. If funding is allocated to support emergency communications activities, the Subrecipient must ensure that all projects comply with SAFECOM Guidance on Emergency Communications Grants, located at <https://www.cisa.gov/safecom/funding>, including provisions on technical standards that ensure and enhance interoperable communications.
 - g. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:
 - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
 - iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

This prohibition regarding certain telecommunications and video surveillance services or equipment is mandated by section 889 of the *John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA)*, Pub. L. No. 115-232 (2018) and 2 CFR 200.216, 200.327, 200.471, and Appendix II to 2CFR200. Recipients and subrecipients may use DHS/FEMA grant funding to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the Manual and the NOFO.

Per subsections 889(f)(2)-(3) of the FY 2019 NDAA, and 2 CFR 200.216, covered telecommunications equipment or services means:

- iv. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - v. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - vi. Telecommunications or video surveillance services provided by such entities or using such equipment; or
 - vii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- h. The Subrecipient must pass through equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which the Subrecipient makes a subaward under this Agreement.

6. ENVIRONMENTAL AND HISTORICAL PRESERVATION

- a. The Subrecipient shall ensure full compliance with the DHS/FEMA Environmental Planning and Historic Preservation (EHP) program. EHP program information can be found at <https://www.fema.gov/grants/guidance-tools/environmental-historic> all of which are incorporated in and made a part of this Agreement.
- b. Projects that have historical impacts or the potential to impact the environment, **including, but not limited to**, construction of communication towers; modification or renovation of existing buildings, structures and facilities; or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process prior to initiation. Modification of existing buildings, including minimally invasive improvements such as attaching monitors to interior walls, and training or exercises occurring outside in areas not considered previously disturbed, also require a DHS/FEMA EHP review before project initiation.
- c. The EHP review process involves the submission of a detailed project description that includes the entire scope of work, including any alternatives that may be under consideration, along with supporting documentation so FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties.
- d. The Subrecipient agrees that to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The EHP review process **must be completed and FEMA approval received by the Subrecipient before any work is started** for which reimbursement will be later requested. Expenditures for projects started before completion of the EHP review process and receipt of approval by the Subrecipient will not be reimbursed.

7. **PROCUREMENT**

The Subrecipient shall comply with all procurement requirements of 2 CFR Part 200.317 through 200.327 and as specified in the General Terms and Conditions (Attachment B, A.10).

- a. For all contracts expected to exceed the simplified acquisition threshold, per 2 CFR 200.1, the Subrecipient must notify the Department. The Department may request pre-procurement documents, such as request for proposals, invitations for bids and independent cost estimates. This requirement must be passed on to any non-federal entity to which the Subrecipient makes a subaward, at which point the Subrecipient will be responsible for requesting and reviewing pre-procurement documents.
- b. For all sole source contracts expected to exceed the micro-purchase threshold per 2 CFR 200.1, the Subrecipient must submit justification to the Department for review and approval. This requirement must be passed on to any non-federal entity to which the Subrecipient makes a subaward, at which point the Subrecipient will be responsible for reviewing and approving sole source justifications to any non-federal entity to which Subrecipient makes any award.
- c. The Subrecipient as well as its contractors and subcontractors must comply with the Build America, Buy America Act (BABAA), which was enacted as a part of the Infrastructure Investment and Jobs Act §§ 70901-70297, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. BABAA requires any infrastructure project receiving federal funding must ensure:
 - i. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from initial melting stage through the application of coatings, occurred in the United States.
 - ii. All manufactured products must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States must be greater than 55% of the total cost of all minimum amount of domestic content of manufactured product, unless subject to another standard.
 - iii. All construction materials are manufactured in the United States. This means that all manufacturing processes for construction material occurred in the United States.

Additionally, applicable infrastructure projects are subject to domestic preference requirements. A domestic preference does not apply to non-infrastructure spending under an award that also includes a covered project. A domestic preference applies to an entire infrastructure project, even if it is funded by both federal and non-federal funds under one or more awards.

- i. Domestic preferences under BABAA only apply to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a domestic preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of or permanently affixed to the structure.
- ii. Infrastructure, for the purposes of BABAA, includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways and bridges; public transportation; dams, ports, harbors and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

- iii. The Subrecipient's contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the BABAA shall file a required certification to the Subrecipient with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors must certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the Subrecipient who will forward them to the Department who, in turn, will forward the disclosures to FEMA. The Build America, Buy America Act Self-Certification form is included herein as Attachment G.

If the Subrecipient is interested in applying for a waiver, the Subrecipient should contact the Department Key Personnel to determine the requirements. All waiver requests must include a detailed justification for the use of goods, products, or materials mined, produced, or manufactured outside the United States and a certification that there was a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with potential suppliers.

8. SUBRECIPIENT MONITORING

- a. The Department will monitor the activities of the Subrecipient from award to closeout. The goal of the Department's monitoring activities is to ensure that subrecipients receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.
- b. To document compliance with 2 CFR Part 200 Subpart F requirements, the Subrecipient shall complete and return to the Department an Audit Certification/FFATA form. Reporting requirements are referenced in section 3.c.
- c. Monitoring activities may include, but are not limited to:
 - i. Review of financial and performance reports
 - ii. Monitoring and documenting the completion of Agreement deliverables
 - iii. Documentation of phone calls, meetings (e.g. agendas, sign-in sheets, meeting minutes), e-mails and correspondence
 - iv. Review of reimbursement requests and supporting documentation to ensure allowability and consistency with Agreement work plan, budget, and federal requirements
 - v. Observation and documentation of Agreement related activities, such as exercises, training, events, and equipment demonstrations
 - vi. On-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
- d. The Subrecipient is required to meet or exceed the monitoring activities, as outlined above, for any non-federal entity to which the Subrecipient makes a subaward as a pass-through entity under this Agreement.
- e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan.

9. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

The Subrecipient must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services, selecting language services, and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <https://www.lep.gov>.

B. EMPG PROGRAM SPECIFIC REQUIREMENTS

The Department receives EMPG funding from DHS/FEMA, to assist state, local, and tribal governments to enhance and sustain all-hazards emergency management capabilities as authorized by Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. §§ 5121 et seq.) and Section 662 of the Post Katrina Emergency Management Act (6 U.S.C. § 762).

A portion of the grant program is passed through to local jurisdictions and tribes with emergency management programs to supplement their local/tribal operating budgets to help sustain and enhance emergency management capabilities pursuant to Washington Administrative Code (WAC) 118-09.

- a. The Subrecipient shall use the EMPG funds authorized under this Agreement only to perform tasks as described in the Work Plan (Attachment D) and the Subrecipient's approved application for funding, incorporated into this Agreement.
- b. Funding may not be used to replace or supplant non-federal funding of emergency management programs.
- c. The Subrecipient shall provide a fifty percent (50%) cash match from non-federal source(s). The Federal share applied toward the EMPG budget shall not exceed fifty percent of the total budget as submitted and approved in the application and documented in the Budget (Attachment F). To meet matching requirements, the Subrecipient's cash matching contributions must be verifiable, reasonable, allowable, allocable, and necessary under the grant program and must comply with all state and Federal requirements and regulations, including, but not limited to, 2 CFR Part 200. An appropriate mechanism must be in place to capture, track, and document matching funds.
- d. The Subrecipient shall participate in the State's Stakeholder Preparedness Review (SPR), Threat and Hazard Identification and Risk Assessment (THIRA), core capabilities assessments, and data calls. Non-participation may result in withholding of funding under future grant years.
- e. Subrecipients shall participate in the State's Integrated Preparedness Planning Workshop (IPPW). Non-participation may result in withholding of funding under future grant years.
- f. If funding is allocated to non-DHS FEMA training, the Subrecipient must request **prior** written approval from the Department Key Personnel before attending the training. The Department will coordinate approval with the State Training Point of Contact. Pursuant to DHS/FEMA Grant Programs Directorate Information Bulletin No. 432, Review and Approval Requirements for Training Courses Funded Through Preparedness Grants, https://www.fema.gov/sites/default/files/2020-04/Training_Course_Review_and_Approval_IB_Final_7_19_18.pdf, the training must fall within the FEMA mission scope and be in alignment with the Subrecipient's Emergency Operations Plan. This requirement only applies to training courses and does not include attendance at conferences.

Furthermore, additional federal approvals are required for courses that relate to Countering Violent Extremism prior to attendance.

- g. All personnel funded in any part through federal award or matching funds under this Agreement shall complete and record proof of completion of:
 - i. NIMS training Independent Study (IS): IS-100, IS-200, IS-700, and IS-800, and
 - ii. **Either** the FEMA Professional Development Series (PDS) IS-120, IS-230, IS-235, IS-240, IS-241, IS-242, and IS-244, **or** (2) the Emergency Management Professionals Program (EMPP) Basic Academy IS-230, E/L 101, E/L 102, E/L 103, E/L 104 and E/L 105.

C. DHS TERMS AND CONDITIONS

As a Subrecipient of 23EMPG funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the 23EMPG Award Letter and its incorporated documents for the Grant, which are incorporated and made a part of this Agreement as Attachment C.

**Washington State Military Department
GENERAL TERMS AND CONDITIONS
Department of Homeland Security (DHS)/
Federal Emergency Management Agency (FEMA)
Grants**

A.1 DEFINITIONS

As used throughout this Agreement, the terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

- a. **“Agreement”** means this Grant Agreement.
- b. **“Department”** means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department. The Department is a recipient of a federal award directly from a federal awarding agency and is the pass-through entity making a subaward to a Subrecipient under this Agreement.
- c. **“Investment”** means the grant application submitted by the Subrecipient describing the project(s) for which federal funding is sought and provided under this Agreement. Such grant application is hereby incorporated into this Agreement by reference.
- d. **“Monitoring Activities”** means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities, and policies.
- e. **“Stakeholders Preparedness Report (SPR)”** The SPR is an annual three-step self-assessment of a community’s capability levels based on the capability targets identified in the THIRA.
- f. **“Subrecipient”** when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the Department. However, the definition of “Subrecipient” is the same as in 2 CFR 200.1 for all other purposes.
- g. **“Threat and Hazard Identification and Risk Assessment (THIRA)”** The THIRA is a three-step risk assessment. The THIRA helps communities understand their risks and determine the level of capability they need in order to address those risks. The outputs from this process lay the foundation for determining a community’s capability gaps during the SPR process.

A.2 ADVANCE PAYMENTS PROHIBITED

The Department shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. Subrecipient shall not invoice the Department in advance of delivery and invoicing of such goods or services.

A.3 AMENDMENTS AND MODIFICATIONS

The Subrecipient or the Department may request, in writing, an amendment or modification of this Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the Department and the Subrecipient. No other understandings or agreements, written or oral, shall be binding on the parties.

The Agreement performance period shall only be extended by (1) written notification of DHS/FEMA approval of the Award performance period, followed up with a mutually agreed written amendment, or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient’s project(s).

A.4 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE “ADA” 28 CFR Part 35.

The Subrecipient must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

A.5 ASSURANCES

The Department and Subrecipient agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations.

A.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Agreement, the Subrecipient certifies that the Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

The Subrecipient shall complete, sign, and return a *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion* form located at <https://mil.wa.gov/requiredgrantforms>. Any such form completed by the Subrecipient for this Agreement shall be incorporated into this Agreement by reference.

Further, the Subrecipient agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The Subrecipient certifies that it will ensure that potential contractors or subrecipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g., grant or cooperative agreement) that are expected to equal or exceed \$25,000, and subawards to subrecipients for any amount. With respect to covered transactions, the Subrecipient may comply with this provision by obtaining a certification statement from the potential contractor or subrecipient or by checking the System for Award Management (<https://sam.gov/SAM/>) maintained by the federal government. The Subrecipient also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (<https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx>). The Subrecipient also agrees not to enter into any agreements or contracts for the purchase of goods and services with any party on the Department of Enterprise Services' *Debarred Vendor List* (<https://www.des.wa.gov/services/contracting-purchasing/doing-business-state/vendor-debarment>).

A.7 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the Subrecipient hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form-LLL, "*Disclosure Form to Report Lobbying*," in accordance with its instructions; (3) and that, as applicable, the Subrecipient will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

A.8 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The Subrecipient and all its contractors and subrecipients shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58),

State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by the Subrecipient, its contractors or subrecipients, the Department may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion. The Subrecipient is responsible for all costs or liability arising from its failure, and that of its contractors and subrecipients, to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

A.9 CONFLICT OF INTEREST

No officer or employee of the Department; no member, officer, or employee of the Subrecipient or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of the Subrecipient who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

The Subrecipient shall incorporate, or cause to incorporate, in all such contracts or subawards, a provision prohibiting such interest pursuant to this provision.

A.10 CONTRACTING & PROCUREMENT

a. The Subrecipient shall use a competitive procurement process in the procurement and award of any contracts with contractors or subcontractors that are entered into under the original agreement award. The procurement process followed shall be in accordance with 2 CFR Part 200.318, General procurement standards, through 200.327, Contract provisions.

As required by Appendix II to 2 CFR Part 200, all contracts entered into by the Subrecipient under this Agreement must include the following provisions, as applicable:

- 1) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 2) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be effected and the basis for settlement.
- 3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "*Equal Employment Opportunity*" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "*Amending Executive Order 11246 Relating to Equal Employment Opportunity*," and implementing regulations at 41 CFR part 60, "*Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor*."
- 4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "*Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction*"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and

Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

- 5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 6) Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “*Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements*,” and any implementing regulations issued by the awarding agency.
- 7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “*Debarment and Suspension*.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- 10) Procurement of recovered materials -- As required by 2 CFR 200.323, a non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part

247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- 11) Notice of federal awarding agency requirements and regulations pertaining to reporting.
 - 12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.
 - 13) Access by the Department, the Subrecipient, the federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
 - 14) Retention of all required records for six (6) years after the Subrecipient has made final payments and all other pending matters are closed.
 - 15) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
 - 16) Pursuant to Executive Order 13858 "*Strengthening Buy-American Preferences for Infrastructure Projects*," and as appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, as required in 2 CFR Part 200.322, in every contract, subcontract, purchase order, or sub-award that is chargeable against federal financial assistance awards.
 - 17) Per 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment are mandated by *section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018)*.
- b. The Department reserves the right to review the Subrecipient's procurement plans and documents and require the Subrecipient to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.317 through 200.327. The Subrecipient must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the Subrecipient and Department to make a determination on eligibility of project costs.
- c. All contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

A.11 DISCLOSURE

The use or disclosure by any party of any information concerning the Department for any purpose not directly connected with the administration of the Department's or the Subrecipient's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the Department or as required to comply with the state Public Records Act, other law or court order.

A.12 DISPUTES

Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution board to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The board shall consist of a representative appointed by the Department, a representative appointed by the Subrecipient, and a third party mutually agreed upon by both parties. The determination of the dispute resolution board shall be final and binding on the parties hereto. Each party shall bear the cost for its member of the dispute resolution board and its attorney fees and costs and share equally the cost of the third board member.

A.13 LEGAL RELATIONS

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the Subrecipient, its successors or assigns, will protect, save and hold harmless the Department, the state of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the Subrecipient, its subcontractors, subrecipients, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the Subrecipient further agrees to defend the Department and the state of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the Department; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the Department, and (2) the Subrecipient, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Subrecipient, or the Subrecipient's agents or employees.

Insofar as the funding source, FEMA is an agency of the Federal government, the following shall apply:

44 CFR 206.9 Non-liability. The Federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the Federal government in carrying out the provisions of the Stafford Act.

A.14 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the Department's Authorized Signature representative and the Authorized Signature representative of the Subrecipient or Alternate for the Subrecipient, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties' Authorized Signature representatives, except as provided for time extensions in Article A.3.

Further, only the Authorized Signature representative or Alternate for the Subrecipient shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans, and other requests, certifications and documents authorized by or required under this Agreement.

A.15 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the Department may unilaterally reduce the work plan and budget or unilaterally terminate all or part of the Agreement as a "Termination for Cause" without providing the Subrecipient an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the Department has no obligation to do so.

A.16 NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Subrecipient.

A.17 NONDISCRIMINATION

During the performance of this agreement, the Subrecipient shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:

- a. Nondiscrimination in Employment: The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory,

mental, or physical handicap. This requirement does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.

- b. The Subrecipient shall take action to ensure that employees are employed and treated during employment without discrimination because of their race, color, sex, sexual orientation religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment selection for training, including apprenticeships and volunteers.

A.18 NOTICES

The Subrecipient shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and regulations and shall maintain a record of this compliance.

A.19 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)

The Subrecipient represents and warrants that its workplace does now or will meet all applicable federal and state safety and health regulations that are in effect during the Subrecipient's performance under this Agreement. To the extent allowed by law, the Subrecipient further agrees to indemnify and hold harmless the Department and its employees and agents from all liability, damages and costs of any nature, including, but not limited to, costs of suits and attorneys' fees assessed against the Department, as a result of the failure of the Subrecipient to so comply.

A.20 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The Department makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this subaward of funds does not and will not acquire any ownership interest or title to such property of the Subrecipient. The Subrecipient shall assume all liabilities and responsibilities arising from the ownership and operation of the project and agrees to defend, indemnify, and hold the Department, the state of Washington, and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.21 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.22 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

A.23 PUBLICITY

The Subrecipient agrees to submit to the Department prior to issuance all advertising and publicity matters relating to this Agreement wherein the Department's name is mentioned, or language used from which the connection of the Department's name may, in the Department's judgment, be inferred or implied. The Subrecipient agrees not to publish or use such advertising and publicity matters without the prior written consent of the Department. The Subrecipient may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

Publication resulting from work performed under this Agreement shall include an acknowledgement of FEMA's financial support, by the Assistance Listings Number (formerly CFDA Number), and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

A.24 RECAPTURE PROVISION

In the event the Subrecipient fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the Department reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right

of recapture shall exist for the life of the project following Agreement termination. Repayment by the Subrecipient of funds under this recapture provision shall occur within 30 days of demand. In the event the Department is required to institute legal proceedings to enforce the recapture provision, the Department shall be entitled to its costs and expenses thereof, including attorney fees from the Subrecipient.

A.25 RECORDS

- a. The Subrecipient agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the Subrecipient's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").
- b. The Subrecipient's records related to this Agreement and the projects funded may be inspected and audited by the Department or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the Subrecipient with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.
- c. The records shall be made available by the Subrecipient for such inspection and audit, together with suitable space for such purpose, at any and all times during the Subrecipient's normal working day.
- d. The Subrecipient shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) years must be followed.

A.26 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the Department undertakes to assist the Subrecipient with the project/statement of work/work plan (project) by providing federal award funds pursuant to this Agreement, the project itself remains the sole responsibility of the Subrecipient. The Department undertakes no responsibility to the Subrecipient, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the Subrecipient, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the Subrecipient shall ensure that all applicable federal, state, and local permits and clearances are obtained, including, but not limited to, FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws, regulations, and executive orders.

The Subrecipient shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the Subrecipient in connection with the project. The Subrecipient shall not look to the Department, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including, but not limited to, cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.27 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

A.28 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

The Subrecipient shall comply with and include the following audit requirements in any subawards.

Non-federal entities, as Subrecipients of a federal award, that expend **\$750,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than **\$750,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity"

means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.

Subrecipients that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The Subrecipient has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200.425.

The Subrecipient shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subcontractors also maintain auditable records. The Subrecipient is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Subrecipient must respond to Department requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The Department reserves the right to recover from the Subrecipient all disallowed costs resulting from the audit.

After the single audit has been completed, and if it includes any audit findings, the Subrecipient must send a full copy of the audit and its Corrective Action Plan to the Department at the following address no later than nine (9) months after the end of the Subrecipient's fiscal year(s):

**Contracts Office
Washington Military Department
Finance Division, Building #1 TA-20
Camp Murray, WA 98430-5032**

OR

Contracts.Office@mil.wa.gov

The Department retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the Subrecipient's failure to comply with said audit requirements may result in one or more of the following actions in the Department's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

A.29 SUBRECIPIENT NOT EMPLOYEE

The Subrecipient, and/or employees or agents performing under this Agreement, are not employees or agents of the Department in any manner whatsoever. The Subrecipient will not be presented as nor claim to be an officer or employee of the Department or of the State of Washington by reason hereof, nor will the Subrecipient make any claim, demand, or application to or for any right, privilege or benefit applicable to an officer or employee of the Department or of the State of Washington, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW; OFM Reg. 4.3.1.1.8.

It is understood that if the Subrecipient is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the State of Washington in their own right.

If the Subrecipient is an individual currently employed by a Washington State agency, the Department shall obtain proper approval from the employing agency or institution before entering into this contract. A statement of "no conflict of interest" shall be submitted to the Department.

A.30 TAXES, FEES AND LICENSES

Unless otherwise provided in this Agreement, the Subrecipient shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and

expenses of any other kind for the Subrecipient or its staff required by statute or regulation that are applicable to Agreement performance.

A.31 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Agreement, the Subrecipient may terminate this Agreement by providing written notice of such termination to the Department Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the Department, in its sole discretion and in the best interests of the state of Washington, may terminate this Agreement in whole or in part ten (10) business days after emailing notice. Upon notice of termination for convenience, the Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds. In the event of termination, the Subrecipient shall be liable for all damages as authorized by law. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.32 TERMINATION OR SUSPENSION FOR LOSS OF FUNDING

The Department may unilaterally terminate or suspend all or part of this Grant Agreement, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this Grant Agreement. The Department will email the Subrecipient ten (10) business days prior to termination.

A.33 TERMINATION OR SUSPENSION FOR CAUSE

In the event the Department, in its sole discretion, determines the Subrecipient has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the Subrecipient unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the Department has the right to immediately suspend or terminate this Agreement in whole or in part.

The Department may notify the Subrecipient in writing of the need to take corrective action and provide a period of time in which to cure. The Department is not required to allow the Subrecipient an opportunity to cure if it is not feasible as determined solely within the Department's discretion. Any time allowed for cure shall not diminish or eliminate the Subrecipient's liability for damages or otherwise affect any other remedies available to the Department. If the Department allows the Subrecipient an opportunity to cure, the Department shall notify the Subrecipient in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the Department, or if such corrective action is deemed by the Department to be insufficient, the Agreement may be terminated in whole or in part.

The Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the Subrecipient, if allowed, or pending a decision by the Department to terminate the Agreement in whole or in part.

In the event of termination, the Subrecipient shall be liable for all damages as authorized by law, including, but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the Subrecipient: (1) was not in default or material breach, or (2) failure to perform was outside of the Subrecipient's control, fault or negligence, the termination shall be deemed to be a termination for convenience.

A.34 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the Department terminates this Agreement, the Subrecipient shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the Department may require the Subrecipient to deliver to the Department any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the Department shall pay to the Subrecipient as an agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the Department prior to the effective date of Agreement termination, the amount agreed upon by the Subrecipient and the Department for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the Department, (iii) other work, services and/or equipment or supplies which are accepted by the Department, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the Department shall determine the extent of the liability of the Department. The Department shall have no other obligation to the Subrecipient for termination. The Department may withhold from any amounts due the Subrecipient such sum as the Department determines to be necessary to protect the Department against potential loss or liability.

The rights and remedies of the Department provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the Department in writing, the Subrecipient shall:

- a. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
- c. Assign to the Department, in the manner, at the times, and to the extent directed by the Department, all of the rights, title, and interest of the Subrecipient under the orders and contracts so terminated, in which case the Department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and contracts, with the approval or ratification of the Department to the extent the Department may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department any property which, if the Agreement had been completed, would have been required to be furnished to the Department;
- f. Complete performance of such part of the work as shall not have been terminated by the Department in compliance with all contractual requirements; and
- g. Take such action as may be necessary, or as the Department may require, for the protection and preservation of the property related to this Agreement which is in the possession of the Subrecipient and in which the Department has or may acquire an interest.

A.35 MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES

In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW, the State of Washington encourages participation in all its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). To the extent possible, the Subrecipient will solicit and encourage minority-owned and women-owned business enterprises who are certified by the OMWBE under the state of Washington certification program to apply and compete for work under this contract. Voluntary numerical MWBE participation goals have been established, and are indicated herein: Minority Business Enterprises: (MBE's): 10% and Woman's Business Enterprises (WBE's): 6%.

A.36 VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The Subrecipient, by execution of this Agreement, acknowledges the jurisdiction of the courts of the state of Washington.

A.37 WAIVERS

No conditions or provisions of this Agreement can be waived unless approved in advance by the Department in writing. The Department's failure to insist upon strict performance of any provision of the

Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

**23EMPG Award Letter
EMS-2023-EP-00002****Award Letter**

U.S. Department of Homeland Security
Washington, D.C. 20472

Bret Daugherty
Washington Military Department
Building 20
Camp Murray, WA 98430 - 5122

Re: Grant No.EMS-2023-EP-00002

Dear Bret Daugherty:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2023 Emergency Management Performance Grants has been approved in the amount of \$7,585,716.00. As a condition of this award, you are required to contribute a cost match in the amount of \$7,585,716.00 of non-Federal funds, or 50 percent of the total approved project costs of \$15,171,432.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2023 Emergency Management Performance Grants Notice of Funding Opportunity.
- FEMA Preparedness Grants Manual

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at <https://portal.fema.gov>.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, Unique Entity Identifier (UEI) number, EIN and banking information. Please ensure that the UEI number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at <http://www.sam.gov>.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help us to make the necessary updates and avoid any interruptions in the payment process.

PATRICK GERARD MARCHAM

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES
Emergency Management Performance Grants

GRANTEE: Washington Military Department
PROGRAM: Emergency Management Performance Grants
AGREEMENT NUMBER: EMS-2023-EP-00002-S01

TABLE OF CONTENTS

Article I	DHS Standard Terms and Conditions Generally
Article II	Assurances, Administrative Requirements, Cost Principles, Representations and Certifications
Article III	General Acknowledgements and Assurances
Article IV	Acknowledgement of Federal Funding from DHS
Article V	Activities Conducted Abroad
Article VI	Age Discrimination Act of 1975
Article VII	Americans with Disabilities Act of 1990
Article VIII	Best Practices for Collection and Use of Personally Identifiable Information
Article IX	Civil Rights Act of 1964 - Title VI
Article X	Civil Rights Act of 1968
Article XI	Copyright
Article XII	Debarment and Suspension
Article XIII	Drug-Free Workplace Regulations
Article XIV	Duplication of Benefits
Article XV	Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Article XVI	E.O. 14074 - Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety
Article XVII	Energy Policy and Conservation Act
Article XVIII	False Claims Act and Program Fraud Civil Remedies
Article XIX	Federal Debt Status
Article XX	Federal Leadership on Reducing Text Messaging while Driving
Article XXI	Fly America Act of 1974
Article XXII	Hotel and Motel Fire Safety Act of 1990
Article XXIII	John S. McCain National Defense Authorization Act of Fiscal Year 2019
Article XXIV	Limited English Proficiency (Civil Rights Act of 1964 - Title VI)
Article XXV	Lobbying Prohibitions
Article XXVI	National Environmental Policy Act
Article XXVII	Nondiscrimination in Matters Pertaining to Faith-Based Organizations
Article XXVIII	Non-Supplanting Requirement
Article XXIX	Notice of Funding Opportunity Requirements
Article XXX	Patents and Intellectual Property Rights
Article XXXI	Procurement of Recovered Materials
Article XXXII	Rehabilitation Act of 1973
Article XXXIII	Reporting of Matters Related to Recipient Integrity and Performance
Article XXXIV	Reporting Subawards and Executive Compensation
Article XXXV	Required Use of American Iron, Steel, Manufactured Products, and Construction Materials
Article XXXVI	SAFECOM

Article XXXVII	Terrorist Financing
Article XXXVIII	Trafficking Victims Protection Act of 2000 (TVPA)
Article XXXIX	Universal Identifier and System of Award Management
Article XL	USA PATRIOT Act of 2001
Article XLI	Use of DHS Seal, Logo and Flags
Article XLII	Whistleblower Protection Act
Article XLIII	Environmental Planning and Historic Preservation (EHP) Review
Article XLIV	Applicability of DHS Standard Terms and Conditions to Tribes
Article XLV	Acceptance of Post Award Changes
Article XLVI	Disposition of Equipment Acquired Under the Federal Award
Article XLVII	Prior Approval for Modification of Approved Budget
Article XLVIII	Indirect Cost Rate

Article I - DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

Article II - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article III - General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article IV - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article V - Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article VI - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article VII - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101? 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article VIII - Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article IX - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article X - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XI - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XII - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XIII - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XIV - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

Article XV - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XVI - E.O. 14074 - Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

Article XVII - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XVIII - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XIX - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XX - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

Article XXI - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXII - Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXIII - John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXIV - Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XXV - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXVI - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXVII - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXVIII - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXIX - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XXX - Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXXI - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXII - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXIII - Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXIV - Reporting Subawards and Executive Compensation

Reporting of first tier subawards:

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXV - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States?this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

(a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the "Build America, Buy America" provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

Article XXXVI - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXVII - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XXXVIII - Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons:

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XXXIX - Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XL - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 1757, 175c.

Article XLI - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLII - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XLIII - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLIV - Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article XLV - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

Article XLVI - Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

Article XLVII - Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308.

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XLVIII - Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

BUDGET COST CATEGORIES

Personnel	\$4,112,301.00
Fringe Benefits	\$1,450,556.00
Travel	\$8,689.00
Equipment	\$0.00
Supplies	\$4,338.00
Contractual	\$0.00
Construction	\$0.00
Indirect Charges	\$355,699.00

Other

\$9,239,849.00

Obligating Document for Award/Amendment

1a. AGREEMENT NO. EMS-2023-EP-00002-S01	2. AMENDMENT NO. ***	3. RECIPIENT NO. 916001095G	4. TYPE OF ACTION AWARD	5. CONTROL NO. SX00324N2023T		
6. RECIPIENT NAME AND ADDRESS Washington Military Department Building 20 Camp Murray, WA, 98430 - 5122	7. ISSUING FEMA OFFICE AND ADDRESS FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646	8. PAYMENT OFFICE AND ADDRESS FEMA Finance Center 430 Market Street Winchester, VA 22603				
9. NAME OF RECIPIENT PROJECT OFFICER Sierra Wardell	PHONE NO. 2535127121	10. NAME OF FEMA PROJECT COORDINATOR Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov				
11. EFFECTIVE DATE OF THIS ACTION 09/21/2023	12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT Cost Reimbursement	14. PERFORMANCE PERIOD From: 10/01/2022 To: 09/30/2025 Budget Period 10/01/2022 09/30/2025			
1 5. DESCRIPTION OF ACTION a. (Indicate funding data for awards or financial changes)						
PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACC'S CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Emergency Management Performance Grants	97.042	2023-FA-GA01-R107- -4120-D	\$0.00	\$7,585,716.00	\$7,585,716.00	See Totals
			\$0.00	\$7,585,716.00	\$7,585,716.00	\$7,585,716.00
b. To describe changes other than funding data or financial changes, attach schedule and check here. N/A						
16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) Emergency Management Performance Grants recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.						
16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.						
17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) Sierra Wardell, Preparedness Grants Section Section Supervisor					DATE Tue Sep 26 18:40:47 UTC 2023	
18. FEMA SIGNATORY OFFICIAL (Name and Title) PATRICK GERARD MARCHAM,					DATE Thu Sep 21 19:07:57 UTC 2023	

WORK PLAN**FY 2023 Emergency Management Performance Grant**

The purpose of this attachment is to identify the activities planned by the Subrecipient under this Grant Agreement, funded by EMPG and required match funding, and subsequently approved as allowable under EMPG by the EMPG Program Manager.

Emergency Management Organization	City of Marysville Emergency Management
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PROJECT #1 TITLE	<i>Emergency Preparedness Outreach to Limited English Proficiency Populations</i>
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PROJECT DESCRIPTION

The City of Marysville has developed emergency management outreach materials on preparedness and emergency information and would like to translate them into languages other than English to support Limited English Proficiency (LEP) populations. This project would also include printing and purchasing outreach materials in other languages. Matching funds will come from the salary and benefits of the City's Emergency Preparedness Specialist's time spent on LEP preparedness outreach.

OUTCOME

The desired outcome of the project would be to enhance the emergency outreach message to additional community members that do not speak or read English. Translating into two additional languages would increase the outreach potential by nearly 8%.

TIMELINE**FY 2023 Emergency Management Performance Grant**

DATE	TASK
January 1, 2025	Grant Agreement Start Date
September 30, 2025	Grant Agreement End Date
November 15, 2025	Submit final reimbursement request, final report, training requirement report, and/or other deliverables.

BUDGET**FY 2023 Emergency Management Performance Grant**

The purpose of this attachment is to identify how the funding is budgeted per the identified activities in the Work Plan. If funding is identified as not being required, contact the Department Key Personnel as soon as possible so funding can be reallocated.

23EMPG AWARD **\$ 5,100.00**

SOLUTION AREA	BUDGET CATEGORY	EMPG AMOUNT	MATCH AMOUNT
PLANNING	Personnel & Fringe Benefits	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Supplies	\$ -	\$ -
	Consultants/Contracts	\$ -	\$ -
	Other	\$ -	\$ -
	Subtotal	\$ -	\$ -
ORGANIZATION	Personnel & Fringe Benefits	\$ -	\$ 5,100
	Travel/Per Diem	\$ -	\$ -
	Supplies	\$ 1,800	\$ -
	Consultants/Contracts	\$ 3,300	\$ -
	Other	\$ -	\$ -
	Subtotal	\$ 5,100	\$ 5,100
EXERCISE	Personnel & Fringe Benefits	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Supplies	\$ -	\$ -
	Consultants/Contracts	\$ -	\$ -
	Other	\$ -	\$ -
	Subtotal	\$ -	\$ -
TRAINING	Personnel & Fringe Benefits	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Supplies	\$ -	\$ -
	Consultants/Contracts	\$ -	\$ -
	Other	\$ -	\$ -
	Subtotal	\$ -	\$ -
EQUIP	Equipment	\$ -	\$ -
	Subtotal	\$ -	\$ -
M&A	Personnel & Fringe Benefits	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Supplies	\$ -	\$ -
	Consultants/Contracts	\$ -	\$ -
	Other	\$ -	\$ -
	Subtotal	\$ -	\$ -
	Indirect	\$ -	\$ -
Indirect Cost Rate on file 0.00% for Time Period of: N/A			
TOTAL Grant Agreement AMOUNT:		\$ 5,100	\$ 5,100

The Subrecipient will provide a match of **\$5,100** of non-federal origin, 50% of the total project cost (local budget plus EMPG award).

Cumulative transfers to budget categories in excess of ten percent (10%) of the Grant Agreement Amount will not be reimbursed without **prior** written approval from the Department.

Funding Source: U.S. Department of Homeland Security - PI# 733PT – EMPG

BUILD AMERICA, BUY AMERICA ACT SELF-CERTIFICATION

The undersigned certifies, to the best of their knowledge and belief, that:

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for “infrastructure” projects is provided “unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.” Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the Insert Project Name and Location that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

“The [Contractor or Subcontractor], _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the [Contractor or Subcontractor] understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.”

Signature of [Contractor's or Subcontractor's] Authorized Official

Enter Name and Title

Name and Title of [Contractor's or Subcontractor's] Authorized Official

Date

SIGNATURE AUTHORIZATION FORM (SAF)

WASHINGTON MILITARY DEPARTMENT

Camp Murray, Washington 98430-5122

Please read instructions on page 2 before completing this form.

NAME OF ORGANIZATION

DATE SUBMITTED

GRANT PROGRAM - Acronyms Accepted

AGREEMENT NUMBER(S)

1. AUTHORIZING AUTHORITY

PHYSICAL SIGNATURE

E-SIGNATURE

PRINT OR
TYPE NAME

TITLE & TERM OF OFFICE
(If applicable)

2. AUTHORIZED TO SIGN AGREEMENTS / AMENDMENTS

PHYSICAL SIGNATURE

E-SIGNATURE

PRINT OR
TYPE NAME

TITLE & TERM OF OFFICE
(If applicable)

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT

PHYSICAL SIGNATURE

E-SIGNATURE

PRINT OR
TYPE NAME

TITLE & TERM OF OFFICE
(If applicable)

INSTRUCTIONS FOR THE SIGNATURE AUTHORIZATION FORM (SAF)

This form identifies the authorizing authority(ies) and person(s) who have the authority to sign agreements, amendments, and requests for reimbursement. It is required for the management of your agreement with the Washington Military Department (WMD). Please complete all sections. The signature and/or e-signatures included on this SAF must match what is on the agreement, amendment, debarment form, and A-19 invoice voucher submitted. It is required that the signatures in WMD's files are current. Changes in staffing or responsibilities will require a new SAF.

At least one person must be assigned to each of the three roles and the same person can be assigned to multiple roles. If more than one individual will be signing an agreement, amendment, or reimbursement request please make sure everyone signs this form. If additional lines are needed, please fill out two forms and title them 1 of 2 and 2 of 2.

1. **Authorizing Authority.** Generally, the person(s) signing in this section heads the governing body of the organization such as the board chair or mayor. In some cases, the chief executive officer may have been delegated this authority.
2. **Authorized to Sign Agreements / Amendments.** The person(s) given the authority to bind the agency/organization to the terms and conditions of the agreement. Usually, it is the county commissioner, mayor, executive director, city clerk, etc.
3. **Authorized to Sign Requests for Reimbursement.** Often the executive director, city clerk, treasurer, or administrative assistant have this authority. When a request for reimbursement is received, the signature on the A-19 invoice voucher is verified that it matches the signature on this form. **It is advisable to have more than one person authorized to sign reimbursement requests.** This will help prevent delays in processing a request if one person is temporarily unavailable. The payment can be delayed if the request is presented without the proper signature.

Once filled out, send the original to WMD with the signed agreement. It is recommended you keep a copy with the executed agreement in your files. Multiple grant agreements can be included on one SAF if they are all under the same grant program (e.g., 22EMPG and 23EMPG). Two distinct grant programs cannot be included on the same SAF (e.g., SHSP and EMPG).

If you have any questions regarding this form or to request new forms, please call your main grant point of contact at WMD.

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME		Doing business as (DBA)	
ADDRESS	Applicable Procurement or Solicitation #, if any:	WA Uniform Business Identifier (UBI)	Federal Employer Tax Identification #:
This certification is submitted as part of a request to contract.			

Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Bidder or Contractor Signature: _____

Date: _____

Print Name and Title: _____

FEDERAL DEBARMENT, SUSPENSION INELIGIBILITY and VOLUNTARY EXCLUSION

(FREQUENTLY ASKED QUESTIONS)

What is “Debarment, Suspension, Ineligibility, and Voluntary Exclusion”?

These terms refer to the status of a person or company that cannot contract with or receive grants from a federal agency.

In order to be debarred, suspended, ineligible, or voluntarily excluded, you must have:

- had a contract or grant with a federal agency, and
- gone through some process where the federal agency notified or attempted to notify you that you could not contract with the federal agency.
- Generally, this process occurs where you, the contractor, are not qualified or are not adequately performing under a contract, or have violated a regulation or law pertaining to the contract.

Why am I required to sign this certification?

You are requesting a contract or grant with the Washington Military Department. Federal law (Executive Order 12549) requires Washington Military Department ensure that persons or companies that contract with Washington Military Department are not prohibited from having federal contracts.

What is Executive Order 12549?

Executive Order 12549 refers to Federal Executive Order Number 12549. The executive order was signed by the President and directed federal agencies to ensure that federal agencies, and any state or other agency receiving federal funds were not contracting or awarding grants to persons, organizations, or companies who have been excluded from participating in federal contracts or grants. Federal agencies have codified this requirement in their individual agency Code of Federal Regulations (CFRs).

What is the purpose of this certification?

The purpose of the certification is for you to tell Washington Military Department in writing that you have not been prohibited by federal agencies from entering into a federal contract.

What does the word “proposal” mean when referred to in this certification?

Proposal means a solicited or unsolicited bid, application, request, invitation to consider or similar communication from you to Washington Military Department.

What or who is a “lower tier participant”?

Lower tier participants means a person or organization that submits a proposal, enters into contracts with, or receives a grant from Washington Military Department, OR any subcontractor of a contract with Washington Military Department. If you hire subcontractors, you should require them to sign a certification and keep it with your subcontract.

What is a covered transaction when referred to in this certification?

Covered Transaction means a contract, oral or written agreement, grant, or any other arrangement where you contract with or receive money from Washington Military Department. Covered Transaction does not include mandatory entitlements and individual benefits.

Sample Debarment, Suspension, Ineligibility, Voluntary Exclusion Contract Provision

Debarment Certification. The Contractor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency. If requested by Washington Military Department, the Contractor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Contract shall be incorporated into this Contract by reference.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 23, 2025

SUBMITTED BY: Leah Tocco, Executive

ITEM TYPE: Action Item

AGENDA SECTION: New Business

SUBJECT: July 1, 2025, to July 1, 2026, Property, Pollution and Cyber Insurance Renewal

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and bind the annual Property, Cyber, and Pollution renewal for policies effective July 1, 2025 in an amount not to exceed of \$456,615.

SUMMARY:

The City of Marysville's current Property, Cyber, and Pollution insurance policies expire on July 1, 2025. The proposed renewals have an overall rate decrease of -2.67% over prior year. The "all-risk" deductible for property remains the same as the current policy period at \$25,000 per occurrence, which applies when a more specific deductible is not applicable to a loss.

Year-over-Year Rate and Premium Comparison

City of Marysville	2024-2025	2025-2026	Variance
Total Insurable Values (TIV):	\$210,706,646	\$223,054,204	5.86%
Earthquake TIV:	Not Applicable	Not Applicable	N/A
Earthquake Limit:	Not Covered	Not Covered	N/A
Property Annual Cost:	\$459,592.37	\$446,267.20	-2.90
Cyber Liability Annual Cost:	\$7,409.40	\$8,026.46	8.33%
Pollution Liability Annual Cost:	\$2,126.74	\$2,321.19	9.14%
Total Account Rate (\$/100):	0.2226453	0.2047103	-8.06%
Estimated Total Annual Cost:	\$469,128.51	\$456,615	-2.67

ATTACHMENTS:

[2025-2026-City of Marysville APIP Proposal \(full proposal with final TIV\).pdf](#)



City of Marysville



2025-2026

Alliant Property Insurance Program

Presented on June 5, 2025 by:

Brian A. White
Senior Vice President

Jamie Arnoldi
Account Executive

Anne Shackelford
Senior Vice President

ALLIANT PROPERTY INSURANCE PROGRAM (APIP)

July 1, 2025 – July 1, 2026

EXECUTIVE SUMMARY

Attached is the annual renewal summary for the Alliant Property Insurance Program (APIP) effective 7/1/2025. A summary of the most significant matters is provided below for your review.

After multiple years in a hard market cycle, the property market has significantly improved in 2025. Generally, Insured's that are loss free will see a rate reduction at the 2025/26 renewal. Insureds that have large increases in exposure or are loss challenged will be individually underwritten.

For the 2025/26 renewal, Berkshire Hathaway Specialty Insurance (BHSI) will lead the first \$30,000,000 of the program. Maximum program limits are \$1,250,000,000 and will be placed with worldwide markets rated at A.M. Best A- VII or higher. Insureds should note several key highlights for this year's renewal:

- Boiler & Machinery cover for participating insureds of the APIP Boiler Program will be maintained with Hartford Steam Boiler (HSB), who will also continue to perform required jurisdictional inspections.
- Cyber (Privacy Liability) Coverage (1st and 3rd parties) for eligible insureds continues to be provided as an option. Please refer to coverage as outlined on the following proposal which includes a summary of proposed changes for this renewal. Additional excess options are available, if requested for insureds with good security controls in place. **Please note claims reporting timeframe limitations for this coverage**
- Pollution Coverage (1st and 3rd parties) for eligible insureds continues to be provided as an option. Please refer to coverage as outlined on the following proposal which includes a summary of proposed changes for this renewal. **Please note claims reporting timeframe limitations for this coverage**
- Vehicles/Contractor's Equipment – it is important to note on the attached proposal whether the vehicle and/or contractors equipment valuation is Replacement Cost (new) or Actual Cash Value (ACV). If Replacement Cost (new) valuation is needed, the insured must submit a schedule of vehicles or a vehicle valuation reporting form (provided in the pre-renewal packet), and vehicles must be valued at today's Replacement Cost (new). If values are not reported at Replacement Cost (new), the vehicle/contractor's equipment valuation basis will be ACV
- Alliant Business Services (ABS) continues to play a significant role, not only in providing a wide range of loss control services, but also by offering appraisal services, business interruption assessments, valuation, consulting, and infrared testing. Please refer to our program brochure inserts for further details of our ABS services. For the program, property valuations are a key focus. As a reminder, it is underwriters' intent to have all buildings with a scheduled value of \$5,000,000 or more appraised once every seven to ten years. This service is included in the total program cost. Insureds may also choose to have lower valued buildings appraised. The cost to have all, or specific buildings appraised that are valued on an insureds schedule between \$25,000 and \$5,000,000 will be quoted at the time the request is made.

Finally, Alliant provides a Cyber Resilience Services Subscription Bundle which is available to APIP clients. The Alliant Cyber Consulting Practice helps clients identify, evaluate, remediate, transfer, and respond to the cyber risks that matter most, driving better cyber risk management, resilience and insurability outcomes. Brochure is included, ask your Alliant representative for more details.

Please review important Disclosure and Loss Notification information included in your renewal materials. Your review and acknowledgement of these documents are required via your signature once you authorize a request to bind coverage with your Alliant representative. Although this proposal packet is as complete as possible, the program is being negotiated up to the 7/1/2025 effective date. We will endeavor to provide any known material changes prior to renewal. All coverage items currently under review with APIP markets to be effective on 7/1/2025, are listed at the end of each coverage proposal being quoted.

ALLIANT PROPERTY INSURANCE PROGRAM (APIP)

July 1, 2025 – July 1, 2026

EXECUTIVE SUMMARY

The following table depicts key financial statistics relative to last year:

Year-over-Year Rate and Premium Comparison

<u>City of Marysville</u>	<u>2024-2025</u> (at 12/17/2024)	<u>2025-2026</u>	<u>Variance</u>
Total Insurable Values (TIV):	\$ 210,706,646	\$ 222,440,173	5.57%
Earthquake TIV:	Not Applicable	Not Applicable	N/A
Earthquake Limit:	Not Covered	Not Covered	N/A
*Property Annual Cost:	\$ 459,592.37	\$ 445,010.20	-3.17%
Cyber Liability Annual Cost:	\$ 7,409.40	\$ 8,026.46***	8.33%
Pollution Liability Annual Cost:	\$ 2,126.74	\$ 2,321.19	9.14%
Total Account Rate (\$/100):	0.2226453	0.2047103	-8.06%
**Total Annual Cost:	\$ 469,128.51	\$ 455,357.85	-2.94%

*Property Annual Cost includes: all premiums, underwriting fees, commissions, loss control expenses, program administration charges, and applicable taxes

** Total Annual Cost includes the following: Property Annual Cost

*** Refer to following pages for Cyber options

<u>City of Marysville</u>	<u>2024-2025</u> (at 12/17/2024)	<u>2025-2026</u>	<u>Variance</u>
Total Insurable Values (TIV):	\$ 210,706,646	\$ 222,440,173 \$ 223,054,204	5.86%
Total Account Rate:	0.2226453	0.02047103	
Total Annual Cost:	\$ 469,128.51	\$ 455,357.85	
Total Increase to increase TIV:		\$1,257	
Estimated Total Annual Cost:		\$456,615	Final pricing to follow in final invoice

Cyber Options

Retention Buy-Down	
Retention	
\$25,000 Retention	Buydown available to reduce current \$50,000 Retention to \$25,000 Retention
Premium: \$2,039.86 (Includes S/L T&F)	

Excess Cyber Option: Palomar Excess		
Underlying Coverages (APIP)		Self-Insured Retention
Excess Limit	\$2,000,000	\$50,000
	Underlying Limits	
Insured/Member Annual Aggregate Limit of Liability	\$2,000,000	
E-Crime - Fraudulent Instruction	\$75,000	
E-Crime - Funds Transfer Fraud	\$75,000	
E-Crime - Telephone Fraud	\$75,000	
E-Crime - Invoice Manipulation	\$100,000	
Premium: \$33,963.60 (Includes S/L T&F)		

Excess E-Crime Option: Trisura Specialty Is Co*		
Underlying Coverages (APIP + Palomar)	Underlying Limits	Trisura Specialty Limits
E-Crime - Fraudulent Instruction	\$75,000 x \$75,000 (Palomar)	\$150,000
E-Crime - Funds Transfer Fraud	\$75,000 x \$75,000 (Palomar)	\$150,000
E-Crime - Telephone Fraud	\$75,000 x \$75,000 (Palomar)	\$150,000
E-Crime - Invoice Manipulation	\$100,000 x \$100,000 (Cowbell)	\$200,000
Premium: \$5,345.18 (Includes S/L T&F)		

*Purchase of the Excess E-Crime Option requires purchase of the Excess Cyber Option

ALLIANT INSURANCE SERVICES, INC.
ALLIANT PROPERTY INSURANCE PROGRAM (APIP)
PROPERTY PROPOSAL

TYPE OF INSURANCE: ☒ Insurance ☐ Reinsurance

NAMED INSURED: City of Marysville

DECLARATION: 5-Cities 5

POLICY PERIOD: July 1, 2025 to July 1, 2026

COMPANIES: See Attached List of Companies

**TOTAL INSURED
VALUES:** \$ 222,440,173 as of June 05, 2025

**ALL RISK
COVERAGES &
SUB-LIMITS:**

\$	200,000,000	Per Occurrence: all Perils, Coverages (subject to policy exclusions) and all Named Insureds (as defined in the policy) combined, per Declaration, regardless of the number of Named Insureds, coverages, extensions of coverage, or perils insured, subject to the following per occurrence and/or aggregate sub-limits as noted below.
\$	25,000,000	Flood Limit - Per Occurrence and in the Annual Aggregate (for those Named Insured(s) that purchase this optional dedicated coverage).
\$	1,000,000	Per Occurrence and in the Annual Aggregate for scheduled locations in Flood Zones A & V (inclusive of all 100 year exposures). This Sub-limit does not increase the specific flood limit of liability for those Named Insured(s) that purchase this optional dedicated coverage.
	Not Applicable	Per Occurrence for losses to locations in Tier 1 and/or Tier 2 Counties and resulting from a Named Windstorm.
	Not Covered	Earthquake Shock - Per Occurrence and in the Annual Aggregate (for those Named Insured(s) that purchase this optional dedicated coverage).
\$	100,000,000	Combined Business Interruption, Rental Income and Tuition Income (and related fees). However, if specific values for such coverage have not been reported as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc., this sub-limit amount is limited to \$500,000 per Named Insured subject to maximum of \$2,500,000 Per Occurrence, Per Declaration for Business Interruption, Rental Income and Tuition Income combined. Coverage for power generating plants is excluded, unless otherwise specified.
\$	50,000,000	Extra Expense.

**ALL RISK
COVERAGES &
SUB-LIMITS:
(continued)**

Per Bound TIV	\$10,000,000	Miscellaneous Unnamed Locations for Named Insureds with total insurable values greater than or equal to \$250,000,000 at time of binding or \$5,000,000 Miscellaneous Unnamed Locations for Named Insureds with total insurable values less than \$250,000,000 at time of binding excluding Earthquake coverage for Alaska and California locations. If Flood coverage is purchased for scheduled locations, this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V.
180 days	Extended Period of Indemnity	
See Policy Provisions	\$50,000,000, or a Named Insured's Policy Limit of Liability if less than \$50,000,000, Automatic Acquisition for 120 days except:	- \$25,000,000 Automatic Acquisition for 90 days for new sub-member and/or entity of an existing Pools, JPA or Group; - \$25,000,000 Automatic Acquisition for 90 days for Vacant properties; - \$10,000,000 Automatic Acquisition for 120 days for Licensed Vehicles; - \$2,500,000 Automatic Acquisition for 60 days for additional property and/or interests in Tier 1 Wind Counties, Parishes and Independent Cities for the states of Virginia, North Carolina, South Carolina, Georgia, Alabama, Mississippi, Louisiana, Texas and/or situated anywhere within the states of Florida and Hawaii; - The peril of Earthquake is excluded for the states of Alaska and California; - If Flood coverage is purchased for all scheduled locations, this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V.
\$	1,000,000	Unscheduled Landscaping, tees, sand traps, greens, athletic fields and artificial turf; however, replacement of trees, plants and shrubs will be limited to the actual size of the destroyed plant, tree or shrub at the time of the loss up to a maximum size of 25 gallons per item but not to exceed \$25,000 per item for existing Named Insureds excluding Earthquake coverage for Alaska and California locations. If Flood coverage is purchased for scheduled locations, this extension includes Flood coverage for any location not situated in Flood Zones A or V.
\$	5,000,000	or 110% of the scheduled values, whichever is greater, for Scheduled Landscaping, tees, sand traps, greens, athletic fields and artificial turf; however, replacement of trees, plants and shrubs will be limited to the actual size of the destroyed plant, tree or shrub at the time of the loss up to a maximum size of 25 gallons per item but not to exceed \$25,000 per item.
\$	5,000,000	or 120% of the scheduled values, whichever is less, for Scheduled Landfills (as more fully defined in the policy).
\$	50,000,000	Errors & Omissions - This extension does not increase any more specific limit stated elsewhere in this policy or Declarations.

**ALL RISK
COVERAGES &
SUB-LIMITS:
(continued)**

\$	25,000,000	Course of Construction and Additions (including new) for projects with completed values not exceeding the sub-limit shown. Projects valued greater than \$15,000,000 require underwriting approval and a premium charge.
\$	500,000	Money & Securities for named perils only as referenced within the policy, however fraudulent impersonation, fraudulent instruction or similar events are excluded.
\$	2,500,000	Unscheduled Fine Arts.
\$	250,000	Accidental Contamination per occurrence and annual aggregate per Named Insured with \$500,000 annual aggregate for all Named Insureds per Declaration. Coverage shall not attach or become insurance upon any property which at the time of loss is more specifically described and covered under any other policy form until the liability of such other insurance has first been exhausted and shall then cover only the excess of value of such property over and above the amount payable under such other insurance, whether collectible or not.
\$	750,000	Unscheduled infrastructure including but not limited to tunnels, bridges, dams, catwalks (except those not for public use), roadways, highways, streets, sidewalks, culverts, channels, levees, dikes, berms, embankments, landfills (as more fully defined in the policy), docks, piers, wharves, street lights, traffic signals, meters, roadway or highway fencing (including guardrails), and all similar property unless a specific value has been declared. Unscheduled infrastructure coverage is excluded for the peril of Earthquake and excluded for Federal Emergency Management Agency (FEMA) and/or Office of Emergency Services (OES) declared disasters, providing said declaration provides funding for repairs.
\$	50,000,000	Increased Cost of Construction due to the enforcement of building codes/ ordinance or law (includes All Risk and Boiler & Machinery) except \$2,500,000 for vacant properties.
\$	25,000,000	Transit - Physical Damage only.
\$	2,500,000	Unscheduled Animals; not to exceed \$50,000 per Animal, per Occurrence.
\$	2,500,000	Unscheduled Watercraft up to 27 feet.
	Not Covered	Per Occurrence for Off Premises Vehicle Physical Damage.
\$	25,000,000	Off Premises Services Interruption including Extra Expense resulting from a covered peril at non-owned/operated locations.
\$	5,000,000	Per Occurrence Per Named Insured subject to an Annual Aggregate of \$10,000,000 for Earthquake Shock on Licensed Vehicles, Unlicensed Vehicles, Contractor's Equipment and Fine Arts combined for all Named Insured(s) in this Declaration combined that do not purchase optional dedicated Earthquake Shock coverage, and/or where specific values for such items are not covered for optional dedicated Earthquake Shock coverage as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc..

**ALL RISK
COVERAGES &
SUB-LIMITS:
(continued)**

\$	5,000,000	Per Occurrence Per Named Insured subject to an Annual Aggregate of \$10,000,000 for Flood on Licensed Vehicles, Unlicensed Vehicles, Contractor's Equipment and Fine Arts combined for all Named Insured(s) in this Declaration combined that do not purchase optional dedicated Flood coverage, and/or where specific values for such items are not covered for optional dedicated Flood coverage as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc..
\$	3,000,000	Contingent Business Interruption, Contingent Extra Expense, Contingent Rental Values and Contingent Tuition Income separately.
\$	3,000,000	Tax Revenue Interruption – Per Policy Provisions. However, if specific values for such coverage have not been reported as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc., this sub-limit amount is limited to \$1,000,000 Per Occurrence – Per Policy Provisions.
\$	500,000	Jewelry, Furs, Precious Metals and Precious Stones Separately.
\$	1,000,000	Claims Preparation Expenses.
\$	50,000,000	Expediting Expenses.
\$	100,000	Per Occurrence with a \$1,000,000 Annual Aggregate per Declaration for Mold/Fungus Resultant Damage as more fully defined in the policy.
\$	100,000,000	Ingress/Egress Per Occurrence, Per Named Insured for the actual loss sustained during the period of time not exceeding 30 days when, as a direct result of physical loss or damage caused by a covered peril(s) specified by this Policy and occurring at property located within a 10 mile radius of covered property, ingress to or egress from the covered property by this Policy is prevented.
\$	100,000,000	Interruption By Civil Authority Per Occurrence, Per Named Insured for the actual loss sustained during the period of time not exceeding 30 days when, as a direct result of physical loss or damage caused by a covered peril(s) specified by this Policy and occurring at property located within a 10 mile radius of covered property, access to the covered property is specifically prohibited by order of a civil authority.
\$	10,000,000	Electronic Data Processing Media.
\$	1,000,000	Personal Property Outside of the USA (including associated Business Interruption).

**ALL RISK
COVERAGES &
SUB-LIMITS:
(continued)**

Not Covered Per Occurrence Per Declaration Upgrade to Green Coverage subject to the lesser of, the cost of upgrade, an additional 25% of the applicable limit of liability shown in the schedule of values or this sub limit.

Not Covered for Communicable Disease.

\$ 100,000 Per Occurrence while in Storage and In Transit coverage subject to \$10,000 Deductible for Unmanned Aircraft as more fully defined in the Policy. Not Covered while in Flight.

See Policy Provisions Scheduled Vacant Building per Conditions in Section IV., Item I

\$ 2,500,000 Unscheduled Vacant Building per Policy Provisions Section IV., Item I

VALUATION:

- Repair or Replacement Cost (RCV)
- Actual Loss Sustained for Time Element Coverages
- Contractor's Equipment /Vehicles either Replacement Cost (RCV) or Actual Cash Value (ACV) as declared by each insured. If not declared, valuation will default to Actual Cash Value (ACV)

**EXCLUSIONS
(Including but not
limited to):**

- Seepage & Contamination
- Cost of Clean-up for Pollution
- Mold

Deductibles: If two or more deductible amounts provided in the Declaration Page apply for a single occurrence the total to be deducted shall not exceed the largest per occurrence deductible amount applicable. (The Deductible amounts set forth below apply Per Occurrence unless indicated otherwise).

"ALL RISK"

DEDUCTIBLE:

\$ 25,000 Per Occurrence, which will apply in the event a more specific deductible is not applicable to a loss.

**DEDUCTIBLES FOR
SPECIFIC PERILS
AND COVERAGES:**

\$ 100,000 All Flood Zones Per Occurrence excluding Flood Zones A & V.

\$ 250,000 Per Occurrence for Flood Zones A & V (inclusive of all 100 year exposures).

Not Applicable for losses to locations in Tier 1 and/or 2 Counties and resulting from a Named Windstorm.

**DEDUCTIBLES FOR
SPECIFIC PERILS
AND COVERAGES:
(continued)**

Not Covered Earthquake Shock: If the stated deductible is a flat dollar amount, the deductible will apply on a Per Occurrence basis, unless otherwise stated. If the stated deductible is on a percentage basis, the deductible will apply Per Occurrence on a Per Unit basis, as defined in the policy form, subject to the minimum deductible per occurrence.

\$ 1,000 Per Occurrence for Specially Trained Animals.

**DEDUCTIBLES FOR
SPECIFIC PERILS
AND COVERAGES:
(continued)**

\$	500,000	or the All Risk Basic Deductible, whichever is greater, for Unscheduled infrastructure including but not limited to tunnels, bridges, dams, catwalks (except those not for public use), roadways, highways, streets, sidewalks, culverts, channels, levees, dikes, berms, embankments, landfills (as more fully defined in the policy), docks, piers, wharves, street lights, traffic signals, meters, roadway or highway fencing (including guardrails), and all similar property unless a specific value has been declared. Unscheduled infrastructure coverage is excluded for the peril of Earthquake and excluded for Federal Emergency Management Agency (FEMA) and/or Office of Emergency Services (OES) declared disasters, providing said declaration provides funding for repairs.
\$	10,000	Per Vehicle or Item for Licensed Vehicles, Unlicensed Vehicles and Contractor's Equipment subject to \$100,000 Maximum Per Occurrence, Per Named Insured for the peril of Earthquake for Named Insured(s) who do not purchase dedicated Earthquake limits.
\$	50,000	Per Occurrence Per Named Insured for this Declaration for Fine Arts for the peril of Earthquake for Named Insured(s) who do not purchase dedicated Earthquake limits.
\$	10,000	Per Vehicle or Item for Licensed Vehicles, Unlicensed Vehicles and Contractor's Equipment subject to \$100,000 Maximum Per Occurrence, Per Named Insured for the peril of Flood for Named Insured(s) who do not purchase dedicated Flood limits.
\$	50,000	Per Occurrence Per Named Insured for this Declaration for Fine Arts for the peril of Flood for Named Insured(s) who do not purchase dedicated Flood limits.
	2.5%	of Annual Tax Revenue Value per location for Tax Revenue Interruption.
	Not Covered	Per Occurrence for Off Premises Vehicle Physical Damage. If Off-Premises coverage is included/purchased, the stated deductible will apply to vehicle physical damage both on and off-premises on a Per Occurrence basis, unless otherwise stated. If Off-Premises coverage is not included, On- Premises/In-Yard coverage is subject to the All Risk (Basic) deductible.
\$	5,000	Per Occurrence for Contractor's Equipment.
	Replacement Cost	Contractor's Equipment Valuation Basis
Time Qualifiers		
	24 Hour	Waiting Period for Ingress/Egress, per Occurrence, as further defined in the Policy Form.
	24 Hour	Waiting Period for interruption by Civil Authority, per Occurrence, as further defined in the Policy Form.
	24 Hour	Waiting Period for Off Premises Service Interruption per Occurrence, as further defined in the Policy Form.

**SPECIAL TERMS AND
CONDITIONS:**

It is understood and agreed that notwithstanding anything contained herein to the contrary the following shall apply to this Policy:

The following stand-alone coverages are provided by the APIP program but are not covered in the Limit of Liability or the Sub-Limits of Liability above or attached to the Master Policy Form Wording. However, the coverage costs are included in the APIP Total Cost noted below. Carriers providing these coverages are included in the Schedule of Carriers.

\$	100,000,000	Per Named Insured Per Occurrence subject to \$200,000,000 Annual Aggregate of Declarations 1-14, 18-30 and 32-35 combined as respects Property Damage, Business Interruption, Rental Income and Extra Expense Combined for Terrorism (Primary Layer).
\$	25,000	Per Occurrence Deductible for Primary Terrorism.
\$	600,000,000	Per Named Insured for Terrorism (Excess Layer) subject to;
\$	1,100,000,000	Per Occurrence, All Named Insureds combined in Declarations 1-14, 18-21, 23-30 and 32-35 for Terrorism (Excess Layer) subject to;
\$	1,400,000,000	Annual Aggregate shared by all Named Insureds combined in Declarations 1-14, 18-21, 23-30 and 32-35, as respects Property Damage, Business Interruption, Rental Income and Extra Expense combined for Terrorism (Excess Layer).
\$	500,000	Per Occurrence Deductible for Excess Terrorism (Applies only if the Primary Terrorism Limit is exhausted).
	Included	Information Security & Privacy Insurance with Electronic Media Liability Coverage. See attached Cyber Coverage Summary for applicable Limits. (Cyber Liability) If, insured purchases such coverage.
\$	25,000,000	Per Named Insured, Per occurrence subject to an Annual Aggregate of \$50,000,000 combined for Declarations 1-14, 18-30 and 32-35 as respects Personal and Real property for Cyber Attack Resultant Damage.
	Included	Pollution Liability Insurance Coverage. See attached Pollution Liability Insurance Coverage Document for applicable limits and deductibles. If, insured purchases such coverage. If, insured purchases such coverage.

TERMS & CONDITIONS:

Sub-limits, terms and conditions are subject to change.

25% Minimum Earned Premium and cancellations subject to 10% penalty

Except Cyber Liability Premium is calculated on a pro-rata basis, unless there is a claim in which case the premium is deemed fully earned. If, insured purchases such coverage.

Except Pollution Liability Premium is 100% Earned at Inception. If, insured purchases such coverage.

NOTICE OF CANCELLATION:

90 Days except 10 Days for non-payment of premium

	Annual Cost*
Total Property Premium:	\$ 428,726.00
Excess Boiler:	\$ 2,848.00
Cyber Liability Premium:	\$ 7,846.00
Pollution Liability Premium:	\$ 2,269.00
ABS Fee:	\$ 3,510.00
SLT&F's (Estimate)	\$ 10,158.85
Broker Fee:	\$ 0.00
TOTAL COST †: (Including Taxes and Fees)	\$ 455,357.85
*Premiums are based on valid selectable options and the TIV's above. Changes in TIV's will require a premium adjustment. Please refer to invoice for new lock box remittance for address and account information. † TOTAL COST includes: premiums, underwriting fees, commissions, loss control expenses, program administration charges, and applicable taxes (excluding the Cyber Enhancement premium - should you have elected to purchase this coverage)	

PRINT DATE: June 5, 2025

PROPOSAL VALID UNTIL: July 1, 2025

BROKER: **ALLIANT INSURANCE SERVICES, INC.**

License No. 0C36861

Kevin Miller, ARM
First Vice President

Brian A. White
Senior Vice President

Anne Shackelford
Senior Vice President

Jamie Arnoldi
Account Executive

NOTES:

- **Some coverage, limits, sub-limits, terms and conditions will change, as negotiations are ongoing. Changes will be documented and accompany the Binder Confirmation for July 1, 2025 bound terms.** Coverage outlined in this Proposal is subject to the terms and conditions being negotiated with the policy. To be finalized and presented at Program Inception.
- **The program expects to continue purchasing Cyber Resultant Physical Damage cover which is provided to insureds purchasing Terrorism within the program – limits to be determined. See expiring Policy No. PF2409084 for current coverage details.**
- **This proposal is based on the current loss experience and is subject to change if this insured's loss ratio deteriorates further and/or if the markets suffer a catastrophic event**
- **Change in Total Insurable Values will result in adjustment in premium**
- **Each line of coverage is rated separately. Increases in TIV's on highly rated coverages such as Vehicles, CE, EQ or 100 year Flood Zones, etc. may increase the insured's average account rate.**
- **The flood zones provided on the Schedule of Values (SOVs) are for rating purposes only. The actual flood zone will be determined at the time of loss.**
- **Please refer to invoice for new lock box remittance for address and account information.**

APIP SUMMARY OF PROPOSED PROPERTY CHANGES

BELOW IS A SUMMARY OF PROPOSED CHANGES FOR THE 2025-2026 POLICY PERIOD

Coverage	2024-2025	2025-2026	Status
All Risk Limit	\$1,000,000,000	\$1,250,000,000	Enhancement
Tax Interruption Sub-limit	2.5% of Annual Tax Revenue Value per Location for Tax Interruption.	2.5% of Annual Tax Revenue Value per Location for Tax <u>Revenue</u> Interruption.	Clarification
Waiting Periods	24 Hour waiting periods	Added sub-section with new header identifying 24 hour waiting periods as " <u>Time Qualifiers</u> "	Clarification
Service Interruption	24 Hour Waiting Period for Service Interruption for All Perils and Coverages.	24 Hour Waiting Period for <u>Off Premises Service Interruption per Occurrence, as further defined in the Policy Form</u>	Clarification
Ingress/Egress	24 Hour Waiting Period for Ingress/Egress	24 Hour Waiting Period for Ingress/Egress per <u>Occurrence, as further defined in the Policy Form</u>	Clarification
Civil Authority	24 Hour Waiting Period for Civil Authority	24 Hour Waiting Period for <u>interruption by Civil Authority, per Occurrence, as further defined in the Policy Form</u>	Clarification
Unscheduled infrastructure	\$500,000 deductible	\$500,000 <u>or basic deductible whichever is higher</u>	Clarification

MASTER POLICY FORM PROPOSED CHANGES

Coverage	2024-2025	2025-2026	Status
Policy Period	July 1, 2024 to July 1, 2025	July 1, <u>2025</u> to July 1, <u>2026</u>	Update
USA Form No.	20	21	Update
Section I, A. Insuring Agreement	In consideration of the premium paid by the Named Insured to the Company, the <u>Company</u> agrees to insure the following per the terms and conditions herein.	In consideration of the premium paid by the Named Insured to the Company, the <u>program carriers</u> agree to insure the following per the terms and conditions herein, <u>including all carrier endorsements, thereto.</u>	Clarification
Section I E 2.n Sub-limits	n. Unscheduled infrastructure .. Unscheduled Infrastructure coverage is excluded for the peril of Earthquake Shock, and for Federal Emergency Management Agency (F.E.M.A.) and/or any State Office of Emergency Services (O.E.S.) declared disasters, providing said declaration provides funding for repairs.	Unscheduled Infrastructure coverage is excluded for the peril of Earthquake Shock and <u>excluded</u> for Federal Emergency Management Agency (F.E.M.A.) and/or any State Office of Emergency Services (O.E.S.) declared disasters, providing said declaration provides funding for repairs.	Clarification

MASTER POLICY FORM PROPOSED CHANGES CONTINUED

Coverage	2024-2025	2025-2026	Status
Section I, H. Unit of Insurance Defined	H. Unit of Insurance Defined	H. <u>Percentage Deductibles – Unit(s) of Insurance Defined</u> <u>When the applicable deductible is on a unit(s) of insurance basis, subject to any applicable minimum deductible(s) the amount of the deductible shall be determined by applying the percentages separately to each of the following units of insurance:</u>	Clarification
Tax Interruption	Where Tax Interruption is referenced	Revised to read: Tax <u>Revenue</u> Interruption	Clarification
Section II, B. 6. Claim Preparation Expenses	This Policy also insures as a direct result of physical loss or damage insured hereunder any claim preparation expenses including, but not limited to, auditors, consultants and accountants. However, the expenses of public adjusters are specifically excluded	This Policy also insures as a direct result of physical loss or damage insured hereunder <u>solely</u> to any claim preparation expenses including, but not limited to, auditors, consultants and accountants. However, the expenses of public adjusters, <u>or those expenses of any party associated with prosecuting a claim for coverage under this policy,</u> are specifically excluded.	Clarification
Section II, D. 6. Library Contents	Expiring values	Values inflated by 2024; 4 th quarter rate of 3.5%	Update
Section IV, 1. Definition of Vacant	However, the above definition of vacant, shall not apply when customary business operations at a building are temporarily suspended due to circumstances that are usual to such business operations, provided only that existing building safeguards as described in part J. Protective Safeguards are operational during the period of temporary suspension.	However, the above definition of vacant, shall not apply when customary business operations at a building are temporarily suspended due to circumstances that are usual to such business operations, provided only that <u>existing</u> building safeguards as described in part J. <u>Protective Safeguards</u> are operational during the period of temporary suspension.	Clarification
Section IV, I. 4. Other Vacancy Conditions	a.the maximum amount recoverable shall not be more than <u>120% of</u> the amount reported on the schedule of values held on file with Alliant Insurance Services, Inc. for that building.	a.the maximum amount recoverable shall not be more than the amount reported on the schedule of values held on file with Alliant Insurance Services, Inc. for that building.	Clarification
Endorsement		Endorsement 7 Pollution, Contamination, Debris Removal Exclusion	Clarification

ALLIANT INSURANCE SERVICES, INC.
ALLIANT PROPERTY INSURANCE PROGRAM (APIP)
BOILER AND MACHINERY PROPOSAL

NAMED INSURED: City of Marysville

POLICY PERIOD: July 1, 2025 to July 1, 2026

COMPANIES: See Attached List of Companies

TOTAL INSURED VALUES: \$ 222,440,173 as of June 5, 2025

STATUS/RATING: See Attached List of Companies

COVERAGES & LIMITS:

\$	100,000,000	Boiler Explosion and Machinery Breakdown, (for those Named Insureds that purchase this optional dedicated coverage) as respects Combined Property Damage and Business Interruption/Extra Expense (Including Bond Revenue Interest Payments where Values Reported and excluding Business Interruption for power generating facilities unless otherwise specified). Limit includes loss adjustment agreement and electronic computer or electronic data processing equipment with the following sub-limits:
	Included	Jurisdictional and Inspections.
\$	10,000,000	Per Occurrence for Service/Utility/Off Premises Power Interruption.
	Included	Per Occurrence for Consequential Damage/Perishable Goods/Spoilage.
\$	10,000,000	Per Occurrence for Electronic Data Processing Media and Data Restoration.
\$	2,000,000	Per Occurrence, Per Named Insured and in the Annual Aggregate per Declaration for Earthquake Resultant Damage for Named Insureds who purchase Dedicated Earthquake Coverage.
\$	10,000,000	Per Occurrence for Hazardous Substances / Pollutants / Decontamination.
	Included	Per Occurrence for Machine or Apparatus used for Research, Diagnosis, Medication, Surgical, Therapeutic, Dental or Pathological Purposes.
NEWLY ACQUIRED LOCATIONS:	\$ 25,000,000	Automatic Acquisition for Boiler & Machinery values at newly acquired locations. Values greater than \$25,000,000 or Power Generating Facilities must be reported within 120 days and must have prior underwriting approval prior to binding

VALUATION: Repair or Replacement except Actual Loss sustained for all Time Element coverages

EXCLUSIONS
(Including but not limited to):

- Testing
- Explosion, except for steam or centrifugal explosion
- Explosion of gas or unconsumed fuel from furnace of the boiler

OBJECTS EXCLUDED:
(Including but not limited to):

- Insulating or refractory material
- Buried Vessels or Piping

NOTICE OF CANCELLATION:

90 days except 10 days for non-payment of premium

DEDUCTIBLES:

\$ 25,000	Except as shown for Specific Objects or Perils.
\$ 25,000	Electronic Data Processing Media.
\$ 25,000	Consequential Damage.
\$ 25,000	Objects over 200 hp, 1,000 KW/KVA/Amps or Boilers over 5,000 square feet of heating surface.
\$ 50,000	Objects over 350 hp, 2,500 KW/KVA/Amps or Boilers over 10,000 square feet of heating surface.
\$ 100,000	Objects over 500 hp, 5,000 KW/KVA/Amps or Boilers over 25,000 square feet of heating surface.
\$ 250,000	Objects over 750 hp, 10,000 KW/KVA/Amps or Boilers over 75,000 square feet of heating surface.
\$ 350,000	Objects over 25,000 hp, 25,000 KW/KVA/Amps or Boilers over 250,000 square feet of heating surface.
\$ 10 per foot / \$2,500 Minimum	Deep Water Wells.
24 Hour Waiting Period	Utility Interruption.
24 Hours	Business Interruption/Extra Expense Except as noted below.
30 Days	Business Interruption - Revenue Bond.
5 x 100% of Daily Value	Business Interruption - All objects over 750 hp or 10,000 KW/KVA/Amps or 10,000 square feet heating surface.
5 x 100% of Daily Value	Business interruption - All Objects at Waste Water Treatment Facilities and All Utilities.

Annual Cost

COST: Cost is included on Property Proposal

PRINT DATE: June 5, 2025

PROPOSAL VALID UNTIL: July 1, 2025

BROKER:

ALLIANT INSURANCE SERVICES, INC.

License No. 0C36861

Kevin Miller, ARM
First Vice President

Brian A. White
Senior Vice President

Anne Shackelford
Senior Vice President

Jamie Arnoldi
Account Executive

NOTES:

- ***Some coverage, limits, sub-limits, terms and conditions will change, as negotiations are ongoing. Changes will be documented and accompany the Binder Confirmation for July 1, 2025 bound terms. Coverage outlined in this Proposal is subject to the terms and conditions set forth in the policy.***
- ***Please refer to the Policy for specific terms, conditions, and exclusions.***
- ***This proposal is based on the current loss experience and is subject to change if this insured's loss ratio deteriorates further and/or if the markets suffer a catastrophic event.***
- ***Change in Total Insurable Values will result in adjustment in premium.***

ALLIANT INSURANCE SERVICES, INC.
ALLIANT PROPERTY INSURANCE PROGRAM (APIP)
CYBER INSURANCE PROPOSAL SUMMARY
CORE COVERAGE

TYPE OF COVERAGE: Information Security & Privacy Insurance with Electronic Media Liability Coverage

PROGRAM: Alliant Property Insurance Program (APIP) inclusive of Public Entity Property Insurance Program (PEPIP), and Hospital All Risk Property Program (HARPP), and Special Property Insurance Program (SPIP)

NAMED INSURED: APIP Cyber and Pollution Programs, Inc. which may include any member(s), entity(ies), agency(ies), organization(s), enterprise(s) and/or individual(s), attaching to each Declaration insured under the ALLIANT PROPERTY INSURANCE PROGRAM (APIP), inclusive of PUBLIC ENTITY PROPERTY INSURANCE PROGRAM (PEPIP) and HOSPITAL ALL RISK PROPERTY PROGRAM (HARPP) and Special Property Insurance Program (SPIP) as their respective rights and interests may appear which now exist or which hereafter may be created or acquired and which are owned, financially controlled or actively managed by the herein named interest, all jointly, severally or in any combination of their interests, for account of whom it may concern (all hereinafter referred to as Member(s) / Entity(ies)).

DECLARATION: Various Declarations as on file with Insurer

POLICY PERIOD: July 1, 2025 to July 1, 2026

TERRITORY: WORLD-WIDE

RETROACTIVE DATE:

APIP/PEPIP

For new members – the retro active date will be the date of addition

July 1, 2025 For new members included on the July 1, 2025/26 policy

July 1, 2024 For existing members included on the July 1, 2024/25 policy

July 1, 2023 For existing members included on the July 1, 2023/24 policy

July 1, 2022 For existing members included on the July 1, 2022/23 policy

July 1, 2021 For existing members included on the July 1, 2021/22 policy

July 1, 2020 For existing members included on the July 1, 2020/21 policy

July 1, 2019 For existing members included on the July 1, 2019/20 policy

July 1, 2018 For existing members included on the July 1, 2018/19 policy

July 1, 2017 For existing members included on the July 1, 2017/18 policy

July 1, 2016 For existing members included on the July 1, 2016/17 policy

July 1, 2015 For existing members included on the July 1, 2015/16 policy

July 1, 2014 For existing members included on the July 1, 2014/15 policy

July 1, 2013 For existing members included on the July 1, 2013/14 policy

July 1, 2012 For existing members included on the July 1, 2012/13 policy

INSURER: Lloyd's of London - Beazley Syndicate: Syndicates 2623 - 623 - 100%
 Liberty Surplus Insurance Corporation (Ironshore)
 Associated Industries Insurance Company, Inc. (AmTrust Financial)
 Westchester Surplus Lines Insurance Company (Chubb)
 100% MRS at Lloyd's (MunichRE)

COVERAGES & LIMITS:	Ai.	\$	75,000,000	Annual Policy and Program Aggregate Limit of Liability (subject to policy exclusions) for all Insureds/Members combined (Aggregate for all coverages combined, including Claims Expenses), subject to the following limits and sub-limits as noted.
	Aii.	\$	2,000,000	Insured/Member Annual Aggregate Limit of Liability (subject to policy exclusions) for each Insured/Member, <u>within</u> the Annual Policy and Program Aggregate Limit of Liability <u>and</u> JPA/Pool Annual Aggregate Limit of Liability (Aggregate for all coverages combined, including Claim Expenses) subject to the following limits and sub-limits as noted.

BREACH RESPONSE

Breach Response Costs:	\$	500,000	Aggregate Limit of Liability for each Insured/Member (Limit is increased to \$1,000,000 if Beazley Nominated Services Providers are used)
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FIRST PARTY LOSS

Business Interruption and Dependent Business Interruption Aggregate Sub-Limit:	\$	750,000	Aggregate Limit of Liability for each Insured/Member
Business Interruption Loss Resulting from Security Breach	\$	750,000	Aggregate Limit of Liability for each Insured/Member (Within the \$750,000 Business Interruption and Dependent Business Interruption Aggregate Sublimit)
Business Interruption Loss Resulting from System Failure:	\$	500,000	Aggregate Limit of Liability for each Insured/Member (Within the \$750,000 Business Interruption and Dependent Business Interruption Aggregate Sublimit)
Dependent Business Loss Resulting from Security Breach:	\$	750,000	Aggregate Limit of Liability for each Insured/Member (Within the \$750,000 Business Interruption and Dependent Business Interruption Aggregate Sublimit)
Dependent Business Loss Resulting from System Failure:	\$	100,000	Aggregate Limit of Liability for each Insured/Member (Within the \$750,000 Business Interruption and Dependent Business Interruption Aggregate Sublimit)
Cyber Extortion Loss:	\$	750,000	Aggregate Limit of Liability for each Insured/Member
Data Recovery Costs:	\$	750,000	Aggregate Limit of Liability for each Insured/Member

Data & Network Liability:	\$	2,000,000	Aggregate Limit of Liability for each Insured/Member for all Damages and Claims Expenses
Regulatory Defense & Penalties:	\$	2,000,000	Aggregate Limit of Liability for each Insured/Member
Payment Card Liabilities & Costs:	\$	2,000,000	Aggregate Limit of Liability for each Insured/Member
Media Liability:	\$	2,000,000	Aggregate Limit of Liability for each Insured/Member for all Damages and Claims Expenses
eCRIME			
Fraudulent Instruction:	\$	75,000	Aggregate Limit of Liability for each Insured/Member
Funds Transfer Fraud:	\$	75,000	Aggregate Limit of Liability for each Insured/Member
Telephone Fraud:	\$	75,000	Aggregate Limit of Liability for each Insured/Member
CRIMINAL REWARD			
Criminal Reward:	\$	25,000	Aggregate Limit of Liability for each Insured/Member
COVERAGE ENDORSEMENT(S)			
Reputation Loss:	\$	200,000	Aggregate Limit of Liability for each Insured/Member
Claims Preparation Costs for Reputation Loss Claims Only:	\$	50,000	Aggregate Limit of Liability for each Insured/Member
Computer Hardware Replacement Costs:	\$	200,000	Aggregate Limit of Liability for each Insured/Member
Invoice Manipulation:	\$	100,000	Aggregate Limit of Liability for each Insured/Member
Cryptojacking:	\$	50,000	Aggregate Limit of Liability for each Insured/Member

RETENTION:

\$	50,000	Per Claim for each Member/Insured with Total Insured Value (TIV) up to \$250,000,000 at the time of policy inception
	8	Hour waiting period for Dependent/Business Interruption Loss
\$	100,000	Per Claim for each Member/Insured with Total Insured Value (TIV) greater than \$250,000,000 and up to \$750,000,000 at the time of policy inception
	8	Hour waiting period for Dependent/Business Interruption Loss
\$	250,000	Per Claim for each Member/Insured with Total Insured Value (TIV) greater than \$750,000,000 at the time of policy inception
	8	Hour waiting period for Dependent/Business Interruption Loss

NOTICES:

Policy coverage of this policy provides coverage on a claims made and reported basis; except as otherwise provided, coverage under noted coverage schedule applies only to claims first made against the Insured/Member and reported to underwriters during the policy period. Claims expenses shall reduce the applicable limit of liability and are subject to the applicable retention.

This is a shared limit policy among the Named Insureds. The per Insured/Member policy limits are on a per claim or incident for each Insured/Member basis, sub-limits listed are aggregated per Insured/Member and are within the total Insured/Member aggregate limit. In the event of a claim/incident with multiple Insureds/Members exhausting the program aggregate limit provided by the Insurer to Insureds/Members, payment to all Insureds/Members for the claim/incident will be determined by the Insurer. Where coverages are aggregated, sub-limit and limits apply to all Insureds/Members for the entire Policy Period unless specifically stated otherwise. The policy aggregate limit is not a per Insured/Member maximum limit.

EXTENDED REPORTING PERIOD:

For Named Insured - To be determined at the time of election (additional premium will apply)

SPECIFIC COVERAGE A. PROVISIONS:

Breach Response indemnifies the Insured/Member for Breach Response Costs incurred by the Insured/Member because of an actual or reasonably suspected Data Breach or Security Breach that the Insured first discovers during the Policy Period.

B. First Party Loss

Business Interruption Loss indemnifies the Insured/Member for a Business Interruption Loss sustained as a result of a Security Breach or System Failure that the Insured first discovers during the Policy Period.

Dependent Business Interruption Loss indemnifies the Insured/Member for a Dependent Business Interruption Loss sustained as a result of a Security Breach or a System Failure that the Insured first discover during the Policy Period.

Cyber Extortion Loss indemnifies the Insured/Member for a Cyber Extortion Loss incurred as a result of an Extortion Threat first made against the Insured/Member during the Policy Period.

Data Recovery Costs indemnifies the Insured/Member for Data Recovery Costs incurred as a direct result of a Security Breach or System Failure that the Insured first discovers during the Policy Period.

C. Liability

Data & Network Liability pays Damages and Claims Expenses, which the Insured is legally obligated to pay because of any Claim first made against any Insured during the Policy Period for a Data Breach, a Security Breach, the Insured's failure to disclose a Data Breach or Security Breach, or failure of the Insured to comply with the part of a Privacy Policy that specifically is related to disclosure, access or procedures related to Personally Identifiable Information.

Regulatory Defense & Penalties pays Penalties and Claims Expenses, which the Insured is legally obligated to pay because of a Regulatory Proceeding first made against any Insured during the Policy Period for a Data Breach or a Security Breach.

Payment Card Liabilities & Costs indemnifies the Insured/Member for PCI Fines, Expenses and Costs which it is legally obligated to pay because of a Claim first made against any Insured during the Policy Period.

Media Liability pays Damages and Claims Expenses, which the Insured is legally obligated to pay because of any Claim first made against any Insured during the Policy Period for electronic Media Liability.

D. eCrime indemnifies the Insured/Member for any direct financial loss sustained resulting from:

- *Fraudulent Instruction*
- *Funds Transfer Fraud*
- *Telephone Fraud*

That the Insured first discovers during the Policy Period.

E. Criminal Reward indemnifies the Insured/Member for Criminal Reward Funds.

Reputational Loss indemnifies the Insured Organization for Reputation Loss that the Insured Organization sustains solely as a result of an Adverse Media Event

**Coverage
Endorsement(s)**

that occurs during the Policy Period, concerning: a Data Breach, Security Breach, or Extortion Threat that the Insured first discovers during the Policy Period.

Computer Hardware Replacement Costs is part of the Extra Expense coverage. Extra Expense means reasonable and necessary expenses incurred by the Insured Organization during the Period of Restoration to minimize, reduce or avoid Income Loss, over and above those expenses the Insured Organization would have incurred had no Security Breach, System Failure, Dependent Security Breach or Dependent System Failure occurred; and includes reasonable and necessary expenses incurred by the Insured Organization to replace computers or any associated devices or equipment operated by, and either owned by or leased to, the Insured Organization that are unable to function as intended due to corruption or destruction of software or firmware directly resulting from a Security Breach

Invoice Manipulation indemnifies the Insured Organization for Direct Net Loss resulting directly from the Insured Organization's inability to collect Payment for any goods, products or services after such goods, products or services have been transferred to a third party, as a result of Invoice Manipulation that the Insured first discovers during the Policy Period. Invoice Manipulation means the release or distribution of any fraudulent invoice or fraudulent payment instruction to a third party as a direct result of a Security Breach or a Data Breach.

Cryptojacking indemnifies the Insured Organization for any direct financial loss sustained resulting from Cryptojacking that the Insured first discovers during the Policy Period. Cryptojacking means the Unauthorized Access or Use of Computer Systems to mine for Digital Currency that directly results in additional costs incurred by the Insured Organization for electricity, natural gas, oil, or internet.

EXCLUSIONS:
(Including but not limited to)

Coverage does not apply to any claim or loss from:

- Bodily Injury or Property Damage
- Trade Practices and Antitrust
- Gathering or Distribution of Information
- Prior Known Acts & Prior Noticed Claims
- Racketeering, Benefit Plans, Employment Liability & Discrimination
- Sale or Ownership of Securities & Violation of Securities Laws
- Criminal, Intentional or Fraudulent Acts
- Patent, Software Copyright, Misappropriation of Information
- Governmental Actions
- Other Insureds & Related Enterprises
- Trading Losses, Loss of Money & Discounts
- Media-Related Exposures – Contractual liability or obligation
- Nuclear Incident
- Radioactive Contamination
- Tribal Exclusion Endorsement
- Sanctions Limitation
- War and Cyber War Exclusion with Single Entity Carve Back
- Asbestos, Pollution and Contamination
- First Party Loss – with respects: 1. seizure, nationalization, confiscation, or destruction of property or data by order of any governmental or public authority; 2. costs or expenses incurred by the Insured to identify or remediate software program errors or vulnerabilities or update, replace, restore, assemble, reproduce, recollect or enhance data or Computer Systems to a level beyond that which existed prior to a Security Breach, System Failure, Dependent Security Breach, Dependent System Failure or Extortion Threat; 3. failure or malfunction of satellites or of power, utility, mechanical or telecommunications (including internet) infrastructure or services that are not under the Insured Organization's direct operational control; or 4. fire, flood, earthquake, volcanic eruption, explosion, lightning, wind, hail, tidal wave, landslide, act of God or other physical event.
- Website Tracking Exclusion specific to hospitals as defined by: Hospitals defined as institutions that comprise all the following: A health facility with overall administrative and professional responsibility and an organized medical staff that provides 24-Hour inpatient care, including the following services: Medical, nursing, surgical, anesthesia, laboratory, pharmacy, and dietary services.

NOTICE OF CLAIM:

- **IMMEDIATE NOTICE** must be made to Beazley NY of all potential claims and circumstances (assistance, and cooperation clause applies)
- Claim notification under this policy is to:
Beazley Group
Attn: TMB Claims Group
45 Rockefeller Plaza, 16th Floor
New York, NY 10111
bbr.claims@beazley.com
Toll Free 24 Hour Hotline 866-567-8570

**NOTICE OF
CANCELLATION:
OTHER SERVICES**

10 days for non-payment of premium

Unlimited Access to Beazley Breach Solutions website
<https://www.beazley.com/en-us/cyber-customer-centre/cyber/>

BROKER:

ALLIANT INSURANCE SERVICES, INC.

License No. 0C36861

NOTES:

- **Some coverage, limits, sub-limits, terms and conditions may change, as negotiations are ongoing. Changes will be documented and accompany the Binder Confirmation for July 1, 2025 bound terms. Coverage outlined in this Proposal is subject to the terms and conditions being negotiated with the policy. To be finalized and presented at Program Inception.**
- **Please refer to Policy for specific terms, conditions and exclusions**

CYBER SUMMARY OF PROPOSED CHANGES

THE FOLLOWING ITEMS ARE PROPOSED CHANGES FOR THE 2025-2026 POLICY PERIOD

Coverage	2024-2025	2025-2026
Beazley Breach Response Endorsement	Coverage offered to new and existing Members – Underwriting required	No Change
Retention Buy Down	Coverage is being offered to new and existing members; underwriting required	No Change
New members to APIP Cyber Core-Mid Term Transactions	New this year; no underwriting, all members requesting core coverage are eligible. Ransomware application, statement of no losses, and AFB warranty required.	All insureds requesting core cyber coverage are required to complete the Beazley Ransomware Supplemental application in the application portal, provide a signed statement of no losses, and an AFB warranty .
New To APIP Core effective Mid-Term or July 1	Minimum Premium was \$500	Minimum Premium Changed to \$1,000
Beazley Core Coverage-Website Tracking Exclusion	Website Pixel Tracking Exclusion specific to Hospitals defined as a Health Facility with overall administrative and professional responsibility and organized medical staff that provides 24-hour inpatient care, including the following services: Medical, nursing, surgical, anesthesia, laboratory, pharmacy, and dietary services.	No Change
Beazley Core Coverage-New Boost offering	By endorsement and included only with the BBR purchase. Open to all members. Provides full limit coverage for some First Party Limits; Business Interruption, Cyber Extortion, and Data Recovery.	No Change
Beazley Breach Response		No retention at time of loss for forensic services only when using Beazley Security; applicable to Beazley Breach Response Endorsement purchasers only.

ALLIANT INSURANCE SERVICES, INC. ALLIANT PROPERTY INSURANCE PROGRAM (APIP)

POLLUTION LIABILITY COVERAGE PROPOSAL

TYPE OF INSURANCE: ☒ Insurance ☐ Reinsurance

TYPE OF COVERAGE: Claims Made and Reported Pollution Liability

PROGRAM: **Alliant Property Insurance Program (APIP)**

NAMED INSURED: Any member(s), entity(ies), agency(ies), organization(s), enterprise(s), pool(s), Joint Powers Authority(ies) and/or individual(s) attached to each Declaration insured as per Named Insured Schedule on file with Insurer, listed below.

POLICY PERIOD: July 1, 2025 to July 1, 2026

RETROACTIVE DATE: This coverage shall only apply if the Pollution Incident or Disinfection Event giving rise to the Claim, Loss, Business Interruption Expenses or Extra Expenses commenced, in its entirety, on or after July 1, 2011, or the date that the Insured first joined the Alliant Property Insurance Program (APIP) for environmental or pollution insurance coverage, whichever is later, except for the following coverages:

- July 1, 2021 for Products Pollution and Exposure Liability;
- July 1, 2021 for Contractor's Pollution
- July 1, 2021 for Mold Matter

COMPANY: Ironshore Specialty Insurance Company

A.M. BEST INSURANCE RATING:: A, Excellent, Financial Size Category XV (\$2 Billion or greater)
Effective August 2, 2024

STANDARD & POORS RATING: A (Strong) as of May 19, 2024

ADMITTED STATUS: Non-Admitted in all states.

COVERED PROPERTY: Per the following Statements of Values (SOVs) submitted and on file with carrier:

1. PEPiP DEC 1 – SOVs 2. PEPiP DEC 2 – SOVs 3. PEPiP DEC 3 – SOVs 4. PEPiP DEC 4 – SOVs 5. PEPiP DEC 5 – SOVs 6. PEPiP DEC 11 – SOVs 7. PEPiP DEC 12 – SOVs 8. PEPiP DEC 14 – SOVs 9. PEPiP DEC 19 – SOVs 10. PEPiP DEC 23 – SOVs 11. PEPiP DEC 24 – SOVs	12. PEPiP DEC 26 – SOVs 13. PEPiP DEC 27 – SOVs 14. PEPiP DEC 28 – SOVs 15. PEPiP DEC 29 – SOVs 16. PEPiP DEC 30 – SOVs 17. PEPiP DEC 32 – SOVs (Excludes SPIP, except as endorsed) 18. PEPiP DEC 33 – SOVs 19. PEPiP DEC 34 – SOVs 20. PEPiP DEC 35 – SOVs 21. PEPiP DEC 96 – SOVs (Excluding HARPP members)
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**COVERED PROPERTY
(Continued):**

Covered locations are defined as any real property owned, leased, rented, operated or occupied by the Insured as of Policy Inception, including, but not limited to, any subsurface potable water, wastewater or storm water pipelines to or from a Covered Location provided that such pipelines are located within a one thousand (1,000) foot radius of such Covered Location. Also includes any roads including, but not limited to, any alleys, streets or bridges owned or operated by the Insured, any vacant land, including any parks, open spaces, easements or rights-of-way owned or operated by the Insured any location scheduled to this policy by endorsement.

COVERAGES & LIMITS:

\$25,000,000	Policy Program Aggregate (all insureds combined)
\$ 2,000,000	Per Pollution Incident
\$ 2,000,000	Per Named Insured Aggregate
\$ 2,000,000	Per JPA/Pool Aggregate

SUB-LIMITS:

\$ 100,000	Disinfection Event Expenses Per Pollution Incident*
\$ 100,000	Disinfection Event Expenses Program Aggregate*
\$ 250,000	Image Restoration Expenses Per Pollution Incident*
\$ 250,000	Image Restoration Expenses Program Aggregate*
\$ 5,000,000	Mold Matter Loss, Business Interruption and Extra Expense Program Aggregate*
\$ 1,000,000	Mold Matter Restoration Costs, Business Interruption Expenses and Extra Expenses Program Aggregate*
\$ 3,000,000	Sewer Backup and Overcharge Program Aggregate*
\$ 3,000,000	Lead or Lead Containing Materials Program Aggregate – All Claims*
\$ 250,000	Any Punitive, Exemplary and Multiplied Damages and Civil Fines, Penalties and Assessments*
\$ 2,000,000	Products Pollution and Exposure Liability Per Pollution Incident*
\$ 5,000,000	Products Pollution and Exposure Liability Program Aggregate - Biosolids*
\$10,000,000	Products Pollution and Exposure Liability Program Aggregate – Potable Water*
\$ 1,000,000	Contractor's Pollution Per Pollution Incident - Herbicide, Insecticide, Pesticide Applications Only*
\$ 2,000,000	Contractor's Pollution Program Aggregate - Herbicide, Insecticide, Pesticide Applications Only*
\$ 2,000,000	Contractor's Pollution Per Pollution Incident - All other Operations*
\$10,000,000	Contractors Pollution Program Aggregate* - All other Operations*
\$ 5,000,000	Wildfire Program Aggregate Sublimit*

*Note: the above sub-limits payable under this coverage do not increase and are not in addition to the applicable limit of liability.

**EXTENDED REPORTING
PERIOD:**

Automatic Extended Reporting Period

The Named Insured shall be entitled to an Automatic Extended Reporting Period for a period of ninety (90) days following the effective date of termination of this Policy for no additional premium. This automatic ERP does not apply if the insured has purchased other insurance to replace the insurance provided by this policy.

SPECIFIC COVERAGE PROVISIONS:

CLAIMS MADE AND REPORTED

Coverage A – Third Party Claims for Bodily Injury, Property Damage or Remediation Expenses:

Coverage for loss that the Insured becomes legally obligated to pay as a result of claims for Bodily Injury, Property Damage or Remediation Expenses directly resulting from a Pollution Incident, provided that the claim is first made against the Insured and reported to the Insurer, in writing, during the policy period.

Coverage B – Onsite First Party Remediation Expenses:

Coverage for Remediation Expenses incurred exclusively for remediation of pollutants that are on, at or under a covered location, provided that the pollution incident is first discovered by the Insured during the policy period, the Insured reports the pollution incident to the Insurer, in writing, during the policy period, and the pollution incident is promptly reported by the Insured to the appropriate governmental authority if and as required by environmental law.

Coverage C – Emergency Response Expenses:

To pay on behalf of the Insured, Emergency Response Expenses incurred by or on behalf of the Insured in response to an imminent and substantial threat to human health or the environment resulting from a Pollution Incident on, at, under or migrating from a Covered Property or arising from Transportation that commences, in its entirety, during the policy period. The Emergency Response Expenses must: (i) be incurred within seven (7) days of the commencement of such Pollution Incident; and (ii) be reported to the Insurer within fourteen (14) days of such commencement. For this Coverage to apply, the Pollution Incident giving rise to the Emergency Response Expenses must be unexpected and unintended from the standpoint of the Insured.

Coverage for Transportation is included in Emergency Response Expenses above.

Coverage D – Business Interruption:

Coverage for the Insured's Business Interruption Expenses and Extra Expenses during the Period of Interruption that directly result from a Pollution Incident on, at or under a Covered Property.

This Coverage shall apply only if the Pollution Incident giving rise to the Business Interruption Expenses or Extra Expenses is first discovered by the Insured and reported to the Insurer, in writing, during the Policy Period, and such Pollution Incident results in Remediation Expenses covered under this Policy. Discovery of a Pollution Incident happens when a Responsible Insured first becomes aware of the Pollution Incident. Further, if the interruption results from a Pollution Incident and any other cause(s), the Company shall only pay that portion of Business Interruption Expenses and Extra Expenses solely attributable to the Pollution Incident. In the event of a Period of Interruption, it is a condition precedent to Coverage that the Named Insured notifies the Company of the interruption within thirty (30) days of its commencement and that the Named Insured resume normal operation of the business as soon as possible and use all reasonable efforts to mitigate any Business Interruption Expenses and Extra Expenses.

Coverage E – Coverage for Disinfection Event Expenses

To pay on behalf of the Insured, Disinfection Expenses that directly result from a Disinfection Event at a Covered Property, provided that the Disinfection Event commences, in its entirety, during the Policy Period; such Disinfection Expenses are incurred within thirty (30) days of the first discovery of such Disinfection Event by a Responsible Insured; and the Insured reports the Disinfection Event to the Insurer, in writing, during the Policy Period and within fourteen (14) days of a Responsible Insured's first discovery of such Disinfection Event.

Disinfection Expenses means reasonable fees and costs incurred by the Insured to retain third party qualified vendors to disinfect the actual presence of bacteria or virus at a Covered Property after a Disinfection Event.

**SPECIFIC COVERAGE
PROVISIONS -
CONTINUED:**

Coverage F – Coverage for Image Restoration Expenses

To pay on behalf of the Insured, Image Restoration Expenses that directly result from an Image Restoration Event, provided that the Pollution Incident giving rise to the Image Restoration Event is on, at, under or migrating from a Covered Property or results from Transportation or Waste Disposal Activities; the Pollution Incident giving rise to the Image Restoration Expenses commenced, in its entirety, during the Policy Period; such Image Restoration Expenses are incurred by the Insured within fourteen (14) days of the first newspaper or magazine publication or television news broadcast associated with the Pollution Incident giving rise to the Image Restoration Event; and the Pollution Incident giving rise to the Image Restoration Expenses is reported to the Company, in writing, during the Policy Period and within fourteen (14) days of a Responsible Insured's first discovery of such Image Restoration Event.

Image Restoration Expenses are defined as reasonable and necessary public relations expenses to restore public reputation and consumer confidence. Image Restoration Expenses shall include fees and expenses incurred by public relations or crisis management firms and reasonable and necessary printing, mailing of materials and travel by directors, officers, employees or agents of the Named Insured at the direction of such firms. Image Restoration Expenses shall not include the costs to purchase advertising on television, in newspapers or in any other media.

Supplemental coverage for Contractors Pollution is included. This coverage covers third-party claims arising out of "your work", provided the claim is first made and reported during the policy period. The Contractor's Pollution must have commenced on or after 7/1/2021.

Supplemental coverage for Products Pollution and Exposure Liability is included. This coverage covers third-party claims arising out of product pollution, provided the claim is first made and reported during the policy period. The Products Pollution must have commenced on or after 7/1/2021.

Insured's Products are defined as:

- Potable water manufactured, sold, handled or distributed by the Insured or others trading under the Insured's name, and includes containers (other than automobiles, rolling stock, vessels or aircraft), materials, parts or equipment furnished in connection therewith, and includes warranties or representations made at any time with respect to the fitness, quality, durability, performance or use thereof, or the failure to provide warnings or instructions; or
- Biosolid-derived fertilizers manufactured, sold, handled or distributed by the Insured or others trading under the Insured's name, and includes containers (other than automobiles, rolling stock, vessels or aircraft), materials, parts or equipment furnished in connection therewith, and includes warranties or representations made at any time with respect to the fitness, quality, durability, performance or use thereof, or the failure to provide warnings or instructions.

Illicit Abandonment is included in the definition of pollution condition.

Other Insurance Condition

Any Loss covered under any other valid and collectible insurance, whether primary, excess, contingent, self-insurance, deductible or any other basis, including but not limited to any stand-alone policies purchased by a Named Insured, this insurance shall apply in excess of.

Mold matter and Legionella is included in the definition of Pollutant. Mold matter is defined as mold, mildew and fungi, whether or not such microbial matter is living. Legionella means legionella pneumophila.

Wildfire is defined as any hostile fire, wildland fire, forest fire, brush fire, vegetation fire, grass fire, peat fire, bushfire, hill fire, desert fire, veldfire, escaped prescribed fire or escaped wildland fire.

SPECIFIC COVERAGE
PROVISIONS -
CONTINUED:

Automatic Acquisition – Automatic coverage for mid-term real property additions, upon the closing date of such acquisition, or the effective date of such lease, management, rental or occupation right or obligation, respectively, for no additional premium. Notice must be provided to the Insurer within 365 days, along with any supporting documentation reasonably requested by the underwriter. To the extent that the Insured has a Phase I Environmental Assessment (“Phase I”) for such acquired real property, a copy must be provided to the Insurer’s underwriter, unless the acquired real property is leased, managed or rented.

Coverage does not apply to any Remediation Expenses or Emergency Response Expenses incurred for the remediation of Mold Matter at such Acquired Real Property which is the result of any water intrusion or moisture condition prior to the Insured taking title or occupancy of such property. Any water-intrusion or moisture condition shall include, but not be limited to, any roof or building envelope leak, any heating, ventilation and air conditioning (HVAC) system improvement, replacement or upgrade or any plumbing or pipe leak.

Coverage is limited for Coverages A, B and D to Sudden and Accidental only for the Santa Barbara Municipal Airport. The pollution incident giving rise to such Remediation Expenses or Business Interruption Expenses and Extra Expenses must be discovered by the Insured during the policy period and within fifteen (15) days of commencement, the Pollution Incident is demonstrable as commencing on a specific date, and must be reported to the Insurer in writing during the policy period and no later than forty-five (45) days following the discovery of such Pollution Incident.

Blanket Underground Storage Tank coverage included, with a deductible of \$500,000 for storage tanks less than twenty years old, a deductible of \$375,000 for storage tanks between twenty and thirty years old, and a deductible of \$500,000 for storage tanks which are thirty years old or older. **Note: Does not meet financial assurance requirements.**

Loss covered pursuant to any state storage tank fund, state administered insurance program or restoration funding for any underground storage tank(s) whose owners qualify for reimbursement, or any self-insurance fund established for the purpose of funding clean-up costs for pollution conditions from any underground storage tank(s), shall be considered primary insurance, to which the coverage afforded pursuant to this policy shall apply in excess.

SPECIFIC COVERAGE
PROVISIONS -
CONTINUED:

Additional Insureds are as follows:

- Any Entity
- If any Named Insured pursuant to this Policy is a Public Entity, the following entities are additional insureds:
 - A governmental agency or subdivision, department, municipal body, commission or board, or a not-for profit corporation which is owned or controlled by any Named Insured;
 - An individual while acting in the capacity as a director of, officer of, trustee of, employee of, temporary or leased worker of, or staff member of, any Named Insured;
 - A volunteer, but solely while acting within the scope of such duties and at the direction of any Named Insured;
 - A paramedic or emergency technician, but solely while acting within the course and scope of employment or while acting as a volunteer pursuant to the direction of any Named Insured;
 - An elective or appointive officer or a member of any such commission, board or agency of any Named Insured but solely while acting within the scope of duties as such; or
 - A joint venture or partnership, including a mutual assistance pact, joint powers agreement or similar association, but only with respect to the conduct of the business of any named Insured on behalf of that entity or association and only to the extent of such Named Insured's participation or interest in that entity or association.

If the Named Insured is an Educational Entity, the following persons or entities are additional insureds, individually and collectively, when acting solely within the scope of their duties, office, or employment for, and pursuant to the supervision of, any Named Insured:

- Members of the School Board;
- Officers;
- Employees;
- Temporary or Leased Workers;
- Authorized individual volunteers; or
- Student Body Organizations pursuant to the jurisdiction of the governing board, but only while pursuant to the supervision required by the governing board.

EXCLUSIONS (including but not limited to):

Coverage does not apply to any claim or loss from:

- Aircraft, Auto or Watercraft – does not apply to Transportation
- Asbestos, PCBs and Lead –
 - Any asbestos, asbestos containing materials, lead, lead containing materials, including but not limited to lead-based paint, polychlorinated biphenyls (PCBs) or materials containing PCBs in, on, at, within or applied to any building, utility, structure or building material. This exclusion does not apply to Claims for Bodily Injury or Property Damage, or Remediation Expenses for the remediation of any soil, groundwater body, surface water body or sediment; or
 - Any asbestos, asbestos containing materials, lead or lead-containing materials, other metals, including but not limited to copper, or metal containing materials in, on or applied to any water supply or collection equipment, system or infrastructure, including but not limited to water service lines; this does not apply to third-party claims for bodily injury or property damage, or for remediation expenses of any groundwater body, surface water body or sediment;

Further, this exclusion shall not apply to Remediation Expenses solely incurred for the remediation of asbestos, asbestos containing materials or lead-based paint which has been inadvertently displaced (not including any displacement associated with demolition, renovation or abatement) by an accident which occurs, in its entirety, during the Policy Period and is demonstrable by the Insured as commencing during the Policy Period, provided that such accident is reported to the Company within thirty (30) days of its commencement. However, there shall be no coverage for any costs incurred to: remove, abate, repair, dispose of or otherwise address any asbestos, asbestos containing materials or lead-based paint that has not been displaced by such accident, or to remove or dispose of any building, construction or demolition debris. Asbestos is fully excluded under Products Pollution and Exposure Liability coverage.

- Contractual Liability – This exclusion does not apply to liability that the Insured would have had in the absence of the contract or agreement or to liability assumed in an Insured Contract.
- Criminal Punishments
- Divested Property – does not apply to any Covered Property owned by an Insured as of Policy Inception which is leased to a third party, even if the Insured has relinquished operation or management control of such Covered Property, provided that such covered property was disclosed to the Insurer.
- Employer Liability – This exclusion applies whether the Insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of such Bodily Injury.
- Insured's Internal Expenses
- Insured's Non-Compliance
- Insured vs. Insured
- Insured's Professional Services – any professional services performed or rendered on behalf of the Insured, including but not limited to, medical services, recommendations, opinions and strategies rendered for architectural, consulting and engineering work, such as drawings, designs, maps, reports, surveys, change orders, plan specifications, assessment work, remedy selections site maintenance and equipment selection, and supervisory, inspection or engineering service.
- Material Change In Use – This exclusion shall not apply if the Insured submits prior written notice no less than thirty (30) days prior to such material change, and the Company approves such material change in an endorsement to this Policy issued within thirty (30) days of such notice.

EXCLUSIONS (including but not limited to):

Coverage does not apply to any claim or loss from:

- Non-Disclosure – does not apply to any Inadvertently Omitted Locations
- Nuclear or Radiological Material
- Property Damage to Conveyances
- War
- Workers Compensation, Unemployment, Social Security, Disability and Similar Laws
- Waste Processing, Treatment or Disposal – does not apply to waste disposal activities at a non-owned disposal site.
- Airports – defined as any airport where enplanement occurs and/o cargo is moved for a fee and storage, transportation and the dispensing of fuel and/or de-icing solution operations are conducted. This exclusion shall not apply to passenger airports with less than 2,500 passenger boardings per year, or to the Santa Barbara Municipal Airport.
- Oil and/or Gas Operations – only applies to oil and/or gas producing and refining facilities
- Firearms, Explosives or Military Weapons
- Activity Use Limitation
- Landfill Closure, Post-Closure and Reclamation Costs – any closure, post closure or reclamation costs or obligations, including but not limited to any costs associated with landfill caps or gas or leachate systems. Does not apply to claims for Bodily Injury or Property Damage.
- Combined Sewer Overflow – defined as any discharge of stormwater and / or wastewater into any body of water, including surface water or groundwater, arising from a sewer system (including but not limited to sewer lines, pipes, pumping stations, appurtenances and treatment plants) that handles both wastewater and stormwater due to the volume of stormwater and/or wastewater exceeding the capacity of such sewer system.
- Commercial Ports – Any commercial port where ships load and unload cargo.
- Landfill
- Odor - Solely with respect to any Pollution Incident on, at, under or migrating from any location used (in whole or part) at any time (currently or historically) for the collection, treatment, recycling, management, incineration or disposal of waste materials, any Claim, in whole or part, due to or in any way associated with any odor; any Claim for Bodily Injury or Property Damage due to or associated with any gas or emissions that have migrated beyond the boundaries of a Covered Property; or any Claim for public or private nuisance due to or associated with any odor or any gas or emissions migration.
- Impoundments
- Engineering Controls / Operation and Maintenance (O&M) Costs
- Groundwater and Surface Water Monitoring Costs
- COVID-19
- Capital Improvement – Applies to all locations, also applies to removal, replacement, repair or upgrade of an underground storage tank.
- Voluntary Site Investigation – Applies to all locations.
- Expected or Intended Injury or Damage (Product Pollution and Covered Operations only)
- Known Injury or Damage (Product Pollution and Covered Operations only)
- Product Disposal (Product Pollution Only)
- Products as Waste (Product Pollution Only)
- Transportation (Product Pollution only)
- Damage to the Insured's Product (Product Pollution Only)
- Drinking Water Standards Exceedance (Product Pollution Only)
- Material Change in Potable Water Supply Source (Product Pollution Only)
- Conveyance (Covered Operations only)
- Business Interruption (Covered Operations Only)
- Owned Property (Covered Operations Only)
- Damage to Your Work (Covered Operations Only)

EXCLUSIONS (including but not limited to, Cont.):

- Any perfluorinated compound (PFC) or perfluoroalkyl or polyfluoroalkyl substance, including but not limited to 10:2 fluorotelomer sulfonic acid (10:2 FTS); 11-chloroeicosafluoro-3-oxaundecane-1-sulfonic acid (11CIPF3OUdS); 2H,2H,3H,3H-perfluorodecanoic acid (7:3 FTCA); 2H,2H,3H,3H-perfluorohexanoic acid (3:3 FTCA); 2H,2H,3H,3H-perfluorooctanoic acid (5:3 FTCA); 4,8-dioxa-3H-perfluorononanoic acid (ADONA); 4:2 fluorotelomer sulfonic acid (4:2 FTS); 6:2 fluorotelomer sulfonic acid (6:2 FTS); 8:2 fluorotelomer sulfonic acid (8:2 FTS); 9-chlorohexadecafluoro-3-oxanonane-1-sulfonic acid (9CIPF3ONS); n-ethyl perfluorooctane sulfonamido ethanol (NEtFOSE); hexafluoropropylene oxide dimer acid (HFPO-DA or GenX); n-methyl perfluorooctane sulfonamido ethanol (NMeFOSE); n-ethyl perfluorooctanesulfonamidoacetic acid (NEtFOSAA); n-ethyl perfluorooctane sulfonamide (NEtFOSA); n-methyl perfluorooctanesulfonamidoacetic acid (NMeFOSAA); n-methyl perfluorooctane sulfonamide (MeFOSA); nonafluoro3,6-dioxaheptanoic acid (NFDHA); perfluoro(2-ethoxyethane) sulfonic acid (PFEESA); perfluoro-3-methoxypropanoic acid (PFMPA); perfluoro-4-methoxybutanoic acid (PFMBA); perfluorobutane sulfonic acid (PFBS); perfluorobutanoic acid (PFBA); perfluorodecane sulfonic acid (PFDS); perfluorodecanoic acid (PFDA); perfluorododecanoic acid (PFDoA); perfluoroheptane sulfonic acid (PFHpS); perfluoroheptanoic acid (PFHpA); perfluorohexadecanoic acid (PFHxDA); perfluorohexane sulfonic acid (PFHxS); perfluorohexanoic acid (PFHxA); perfluorononane sulfonic acid (PFNS); perfluorononanoic acid (PFNA); perfluorooctadecanoic acid (PFODA); perfluorooctane sulfonamide (PFOSA); perfluorooctane sulfonic acid (PFOS); perfluorooctanoic acid (PFOA); perfluoropentane sulfonic acid (PFPeS); perfluoropentanoic acid (PFPeA); perfluorotetradecanoic acid (PFTA); perfluorotridecanoic acid (PFTrDA); perfluoroundecanoic acid (PFUnA); perfluorododecanesulfonic acid (PFDoS); polytetrafluoroethylene (PTFE); 8:2 fluorotelomer unsaturated carboxylic acid (8:2 FTUCA) or 8:2 polyfluoroalkyl phosphate diester (8:2 diPAP), or any precursor chemicals. PFAS shall include: (i) any PFAS that falls within the structural definition set forth in 40 CFR 705.3, or any additions or amendments thereto; (ii) any anion forms, structural isomers or salts of PFAS associated with their corresponding acid forms, or any processing aids or residual materials contained therein; or (iii) any transformation or degradation compounds of PFAS. Further, PFAS shall also include aqueous film forming foam (AFFF) containing PFAS or any additives or component materials contained therein or degradation by-products thereof.

DEDUCTIBLE:

\$ 250,000	Each Pollution Incident After July 1, 2021
\$ 500,000	Each Pollution Incident Prior to July 1, 2021

Any payments for covered loss paid by other insurance shall also be applied against the deductible amount.

**SPECIFIC
DEDUCTIBLES:**

\$ 250,000	Disinfection Event Expenses
\$ 250,000	Image Restoration Expenses
\$ 250,000	Products Pollution and Exposure Liability
\$ 250,000 *	Covered Operations
\$ 350,000	Mold Matter (*or \$25,000 per room impacted, whichever is greater, with a \$2,500,000 maximum – a room is considered equal to 250 sq ft of floor space, education, healthcare and hospitality locations only)
\$ 500,000	Legionella
\$ 500,000	Sewer Backup and Overcharge deductible
\$ 250,000	Underground Storage Tanks (less than 20 years old)
\$ 375,000	Underground Storage Tanks (20-30 years old)
\$ 500,000	Underground Storage Tanks (more than 30 years old)
\$ 1,000,000	Wildfire Deductible
5 Days	Business Interruption Waiting Period

CLAIMS REPORTING NOTICE

PLEASE NOTE THAT POLLUTION LIABILITY POLICIES CONTAIN EXTREMELY STRICT CLAIM REPORTING PROCEDURES. Below please find your policy specific claim reporting requirements - Please make sure you understand these obligations. Contact your Alliant Service Team with any questions.

THIS IS A CLAIMS MADE POLICY

This claims-made policy contains a requirement stating that this policy applies only to any claim first made against the Insured and reported to the insurer during the policy period or applicable extended reporting period. Claims must be submitted to the insurer during the policy period, or applicable extended reporting period, as required pursuant to the Claims/Loss Notification Clause within the policy in order for coverage to apply. Late reporting or failure to report pursuant to the policy's requirements could result in a disclaimer of coverage by the insurer.

LOSS REPORTING REQUIREMENTS:

Written notice of any claim or pollution condition, within seven (7) days of discovery for pollution conditions requiring immediate emergency response. Concurrently, please send to:

1) Ironshore Environmental Claims CSO
28 Liberty Street, 5th Floor
New York, NY 10005 Office
By phone via: 24 Hour Claims Phone Number (888) 292-0249
FAX to: 646-826-6601
Email: USClaims@ironshore.com

2) Akbar Sharif
Alliant Insurance Services, Inc.
18100 Von Karman Avenue
10th Floor
Irvine, CA 92612
949 260-5088
949 756-2713 – fax
Akbar.Sharif@alliant.com

NOTICE OF CANCELLATION:

90 days except 10 days for non-payment of premium

REINSTATEMENT PROVISIONS:

Not Provided

POLLUTION LIABILITY COST:

Cost is included in Total Property Premium
100% Earned Premium at Inception

QUOTE VALID UNTIL:

July 1, 2025

BROKER:

ALLIANT INSURANCE SERVICES, INC.
License No. 0C36861

NOTES:

- ***Some coverage, limits, sub-limits, terms and conditions will change, as negotiations are ongoing. Changes will be documented and accompany the Binder Confirmation for July 1, 2025 bound terms.***
- ***We reserve the right to request any additional information and make any modifications to the premiums, terms or conditions should there be any adverse claims activity between now and June 1, 2025.***
- ***This proposal is based on the current loss experience and is subject to change if this insured's loss ratio deteriorates further and/or if the markets suffer a catastrophic event.***
- ***Change in Total Insurable Values will result in adjustment in premium.***

SUMMARY OF BOUND CHANGES

THE FOLLOWING ITEMS ARE PROPOSED CHANGES FOR THE 2025-2026 POLICY TERM

Coverage	2024-2025	2025-2026
Pollution Liability Policy Term	July 1, 2024 to July 1, 2025	July 1, 2025 to July 1, 2026
Retroactive Date	This coverage shall only apply if the Pollution Incident or Disinfection Event giving rise to the Claim, Loss, Business Interruption Expenses or Extra Expenses commenced, in its entirety, on or after July 1, 2011, or the date that the Insured first joined the Alliant Property Insurance Program (APIP) for environmental or pollution insurance coverage, whichever is later, except for the following coverages: - July 1, 2024 for Products Pollution and Exposure Liability; - July 1, 2024 for Contractor's Pollution - July 1, 2024 for Mold Matter	This coverage shall only apply if the Pollution Incident or Disinfection Event giving rise to the Claim, Loss, Business Interruption Expenses or Extra Expenses commenced, in its entirety, on or after July 1, 2011, or the date that the Insured first joined the Alliant Property Insurance Program (APIP) for environmental or pollution insurance coverage, whichever is later, except for the following coverages: - July 1, 2021 for Products Pollution and Exposure Liability; - July 1, 2021 for Contractor's Pollution - July 1, 2021 for Mold Matter
A.M. Best Insurance Rating	A, Excellent, Financial Category XV (\$2 Billion or greater) Effective August 8, 2023	A, Excellent, Financial Category XV (\$2 Billion or greater) Effective August 2, 2024
Standard and Poors Insurance Rating	A (Strong) as of February 28, 2024	A (Strong) as of May 19, 2024
Covered Property	Covered locations are defined as any location identified in one of the SOVs listed above, on file with the Insurer, as of Policy Inception, including, but not limited to, any subsurface potable water, wastewater or storm water pipelines to or from a Covered Location provided that such pipelines are located within a one thousand (1,000) foot radius of such Covered Location. Also includes any inadvertently omitted location and any location scheduled to this policy by endorsement.	Covered locations are defined as any real property owned, leased, rented, operated or occupied by the Insured as of Policy Inception, including, but not limited to, any subsurface potable water, wastewater or storm water pipelines to or from a Covered Location provided that such pipelines are located within a one thousand (1,000) foot radius of such Covered Location. Also includes any roads including, but not limited to, any alleys, streets or bridges owned or operated by the Insured, any vacant land, including any parks, open spaces, easements or rights-of-way owned or operated by the Insured any location scheduled to this policy by endorsement.
Sub-Limits	\$2,000,000 Mold Matter Loss, Business Interruption and Extra Expense Program Aggregate*	\$5,000,000 Mold Matter Loss, Business Interruption and Extra Expense Program Aggregate*
	\$1,000,000 Legionella Per Named Insured Aggregate*	<i>Deleted</i>
	\$2,000,000 Sewer Backup and Overcharge Program Aggregate*	\$3,000,000 Sewer Backup and Overcharge Program Aggregate*
	\$2,000,000 Lead or Lead Containing Materials Program Aggregate – All Claims*	\$3,000,000 Lead or Lead Containing Materials Program Aggregate – All Claims*
	\$5,000,000 Products Pollution and Exposure Liability Program Aggregate*	\$5,000,000 Products Pollution and Exposure Liability Program Aggregate - Biosolids*

SUMMARY OF BOUND CHANGES

THE FOLLOWING ITEMS ARE PROPOSED CHANGES FOR THE 2025-2026 POLICY TERM

Coverage	2024-2025	2025-2026
Sub-Limits (Continued)		\$10,000,000 Products Pollution and Exposure Liability Program Aggregate – Potable Water*
	\$5,000,000 Contractors Pollution Program Aggregate* - All other Operations*	\$10,000,000 Contractors Pollution Program Aggregate* - All other Operations*
	\$500,000 Inadvertently Omitted Location Per Named Insured Aggregate Sublimit*	<i>Deleted</i>
Specific Coverage Provisions (Continued)	Supplemental coverage for Contractors Pollution is included. This coverage covers third-party claims arising out of “your work”, provided the claim is first made and reported during the policy period. The Contractor’s Pollution must have commenced on or after 7/1/2024.	Supplemental coverage for Contractors Pollution is included. This coverage covers third-party claims arising out of “your work”, provided the claim is first made and reported during the policy period. The Contractor’s Pollution must have commenced on or after 7/1/2021.
	Supplemental coverage for Products Pollution and Exposure Liability is included. This coverage covers third-party claims arising out of product pollution, provided the claim is first made and reported during the policy period. The Products Pollution must have commenced on or after 7/1/2024.	Supplemental coverage for Products Pollution and Exposure Liability is included. This coverage covers third-party claims arising out of product pollution, provided the claim is first made and reported during the policy period. The Products Pollution must have commenced on or after 7/1/2021.
	Automatic Acquisition – Coverage for mid-term transactions for values that are less than \$25,000,000 shall be added as a covered location, upon the closing date of such acquisition, or the effective date of such lease, management, rental or occupation right or obligation, respectively, for no additional premium. An application and notification of title or occupancy must be provided to Ironshore within 180 days. Property valued at more than \$25,000,000 purchased, leased or otherwise acquired by the Insured needs to be reported to the Insurer within 180 days, along with a completed and signed Site Pollution Incident Legal Liability Select Application and shall be added as a covered location upon the closing date of such acquisition subject to an additional premium of \$0.009885 per \$1,000 of Total Insurable Values, pro-rated with a minimum premium of \$450. There will be no additional premium for any Covered Property with Total Insurable Values which are less than \$25,000,000.	Automatic Acquisition – Automatic coverage for mid-term real property additions, upon the closing date of such acquisition, or the effective date of such lease, management, rental or occupation right or obligation, respectively, for no additional premium. Notice must be provided to the Insurer within 365 days, along with any supporting documentation reasonably requested by the underwriter. To the extent that the Insured has a Phase I Environmental Assessment (“Phase I”) for such acquired real property, a copy must be provided to the Insurer’s underwriter, unless the acquired real property is leased, managed or rented.
	Coverage is limited for Coverages A, B and D to Sudden and Accidental only for any location with Current or Historic use as an Airport or any associated facility. The pollution incident giving rise to such Remediation Expenses or Business Interruption Expenses and Extra Expenses must be discovered by the Insured during the policy period and within seven (7) days of commencement, the Pollution Incident is demonstrable as commencing on a specific date, and must be reported to the Insurer in writing during the policy period and no	Coverage is limited for Coverages A, B and D to Sudden and Accidental only for the Santa Barbara Municipal Airport. The pollution incident giving rise to such Remediation Expenses or Business Interruption Expenses and Extra Expenses must be discovered by the Insured during the policy period and within fifteen (15) days of commencement, the Pollution Incident is demonstrable as commencing on a specific date, and must be reported to the Insurer in writing during the policy period and no later than forty-five (45) days following the discovery of such Pollution Incident.

SUMMARY OF BOUND CHANGES

THE FOLLOWING ITEMS ARE PROPOSED CHANGES FOR THE 2025-2026 POLICY TERM

Coverage	2024-2025	2025-2026
	later than twenty-one (21) days following the discovery of such Pollution Incident.	
	Blanket Underground Storage Tank coverage included, with a deductible of \$500,000 for storage tanks less than twenty-five years old, and a deductible of \$1,000,000 for storage tanks older than twenty-five years. Note: Does not meet financial assurance requirements.	Blanket Underground Storage Tank coverage included, with a deductible of \$500,000 for storage tanks less than twenty years old, a deductible of \$375,000 for storage tanks between twenty and thirty years old, and a deductible of \$500,000 for storage tanks which are thirty years old or older. Note: Does not meet financial assurance requirements.
Exclusions	Any asbestos, asbestos containing materials, lead, lead containing materials, including but not limited to leadbased paint, polychlorinated biphenyls (PCBs) or materials containing PCBs in, on, at, within or applied to any building, utility, structure or building material. This exclusion does not apply to Claims for Bodily Injury or Property Damage, or Remediation Expenses for the remediation of any soil, groundwater body, surface water body or sediment; or	Any asbestos, asbestos containing materials, lead, lead containing materials, including but not limited to lead-based paint, polychlorinated biphenyls (PCBs) or materials containing PCBs in, on, at, within or applied to any building, utility, structure or building material. This exclusion does not apply to Claims for Bodily Injury or Property Damage, or Remediation Expenses for the remediation of any soil, groundwater body, surface water body or sediment; or
	Airports – defined as any airport where enplanement occurs and/or cargo is moved for a fee and storage, transportation and the dispensing of fuel and/or de-icing solution operations are conducted. This exclusion shall not apply to passenger airports with less than 2,500 passenger boardings per year.	Airports – defined as any airport where enplanement occurs and/or cargo is moved for a fee and storage, transportation and the dispensing of fuel and/or de-icing solution operations are conducted. This exclusion shall not apply to passenger airports with less than 2,500 passenger boardings per year, or to the Santa Barbara Municipal Airport.
	Damage to Property (Covered Operations Only)	Owned Property (Covered Operations Only)

SUMMARY OF BOUND CHANGES

THE FOLLOWING ITEMS ARE PROPOSED CHANGES FOR THE 2025-2026 POLICY TERM

Coverage	2024-2025	2025-2026
Exclusions, Continued	Any perfluoroalkyl or polyfluoroalkyl substance (PFAS), including but not limited to perfluoroalkyl acids (PFAAs), perfluorooctanoic acid (PFOA), perfluorooctane sulfonate (PFOS), perfluoroheptanoic acid (PFHpA), perfluorononanoic acid (PFNA), perfluorohexanesulfonic acid (PFHxS), GenX, "C8", "ADONA," perfluoroalkane sulfonyl fluoride (PASf), perfluorobutanesulfonic acid (PFBS), polytetrafluoroethylene (PTFE), perfluoropolyethers (PFPEs), fluoropolymers, perfluorononanoic acid or ammonium perfluorooctanoate, or any associated salts, acids, alcohols, precursor chemicals or related higher homologue chemicals. Further, Pollutants shall not include aqueous film forming foam (AFFF) containing PFAS (at any concentration) or any additives or component materials contained therein or degradation by-products thereof.	Any perfluorinated compound (PFC) or perfluoroalkyl or polyfluoroalkyl substance, including but not limited to 10:2 fluorotelomer sulfonic acid (10:2 FTS); 11-chloroeicosafluoro-3-oxaundecane-1-sulfonic acid (11CIPF3OUdS); 2H,2H,3H,3H-perfluorodecanoic acid (7:3 FTCA); 2H,2H,3H,3H-perfluorohexanoic acid (3:3 FTCA); 2H,2H,3H,3H-perfluorooctanoic acid (5:3 FTCA); 4,8-dioxa-3H-perfluorononanoic acid (ADONA); 4:2 fluorotelomer sulfonic acid (4:2 FTS); 6:2 fluorotelomer sulfonic acid (6:2 FTS); 8:2 fluorotelomer sulfonic acid (8:2 FTS); 9-chlorohexadecafluoro-3-oxanonane-1-sulfonic acid (9CIPF3ONS); n-ethyl perfluorooctane sulfonamido ethanol (NEtFOSE); hexafluoropropylene oxide dimer acid (HFPO-DA or GenX); n-methyl perfluorooctane sulfonamido ethanol (NMeFOSE); n-ethyl perfluorooctanesulfonamidoacetic acid (NEtFOSAA); n-ethyl perfluorooctane sulfonamide (NEtFOSA); n-methyl perfluorooctanesulfonamidoacetic acid (NMeFOSAA); n-methyl perfluorooctane sulfonamide (MeFOSA); nonafluoro3,6-dioxaheptanoic acid (NFDHA); perfluoro(2-ethoxyethane) sulfonic acid (PFEEESA); perfluoro-3-methoxypropanoic acid (PFMPA); perfluoro-4-methoxybutanoic acid (PFMBA); perfluorobutane sulfonic acid (PFBS); perfluorobutanoic acid (PFBA); perfluorodecane sulfonic acid (PFDS); perfluorodecanoic acid (PFDA); perfluorododecanoic acid (PFDoA); perfluoroheptane sulfonic acid (PFHpS); perfluoroheptanoic acid (PFHpA); perfluorohexadecanoic acid (PFHxDA); perfluorohexane sulfonic acid (PFHxS); perfluorohexanoic acid (PFHxA); perfluorononane sulfonic acid (PFNS); perfluorononanoic acid (PFNA); perfluorooctadecanoic acid (PFODA); perfluorooctane sulfonamide (PFOSA); perfluorooctane sulfonic acid (PFOS); perfluorooctanoic acid (PFOA); perfluoropentane sulfonic acid (PFPeS); perfluoropentanoic acid (PFPeA); perfluorotetradecanoic acid (PFTA); perfluorotridecanoic acid (PFTrDA); perfluoroundecanoic acid (PFUnA); perfluorododecanesulfonic acid (PFDoS); polytetrafluoroethylene (PTFE); 8:2 fluorotelomer unsaturated carboxylic acid (8:2 FTUCA) or 8:2 polyfluoroalkyl phosphate diester (8:2 diPAP), or any precursor chemicals. PFAS shall include: (i) any PFAS that falls within the structural definition set forth in 40 CFR 705.3, or any additions or amendments thereto; (ii) any anion forms, structural isomers or salts of PFAS associated with their corresponding acid forms, or any processing aids or residual materials contained therein; or (iii) any transformation or degradation compounds of PFAS. Further, PFAS shall also include aqueous film forming foam (AFFF) containing PFAS or any additives or component materials contained therein or degradation by-products thereof.

SUMMARY OF BOUND CHANGES

THE FOLLOWING ITEMS ARE PROPOSED CHANGES FOR THE 2025-2026 POLICY TERM

Coverage	2024-2025	2025-2026
Specific Deductibles	\$350,000 Mold Matter (*or \$50,000 per room impacted, whichever is greater – a room is considered equal to 250 sq ft of floor space, education, healthcare and hospitality locations only)	\$350,000 Mold Matter (*or \$25,000 per room impacted, whichever is greater, with a \$2,500,000 maximum – a room is considered equal to 250 sq ft of floor space, education, healthcare and hospitality locations only)
	\$500,000 Underground Storage Tanks (less than 25 years old)	\$250,000 Underground Storage Tanks (less than 20 years old)
	<Not Applicable>	\$375,000 Underground Storage Tanks (20-30 years old)
	\$1,000,000 Underground Storage Tanks (more than 25 years old)	\$500,000 Underground Storage Tanks (more than 30 years old)
Quote Valid Until	July 1, 2024	July 1, 2025

ALLIANT PROPERTY INSURANCE PROGRAM

2025-2026

NAMED INSURED SCHEDULE

AS OF 06/05/2025

THE NAMED INSURED IS:

City of Marysville
501 Delta Avenue
Marysville, WA 98270

Named Insured shall be deemed the sole agent of each and every Named Insured for the purpose of:

- (1) Giving notice of cancellation,
- (2) Giving instructions for changes in the Policy and accepting changes in this Policy
- (3) The payment of assessments / premiums or receipt of return assessments / premiums.

Member(s), entity(ies), agency(ies), organization(s), enterprise(s) and/or individual(s) for whom the Named Insured has extended coverage is as follows:

NAMED INSURED MEMBER(S)

City of Marysville

LOSS NOTIFICATION REQUIREMENT

ALLIANT PROPERTY INSURANCE PROGRAM (APIP)

Claim notifications need to be sent to Robert Frey, Diana Walizada and Sandra Doig. In the event this is a *Cyber* loss please include item III contact, for a *Pollution* loss please include item IV contact in addition to Alliant Insurance Services contacts.

- I. During regular business hours (between 8:30 AM and 5:00 PM PST), First Notice of Claim should be reported to Alliant Insurance Services via telephone, fax, mail or e-mail to our San Francisco Office:

Robert A. Frey, RPA
 Senior Vice President,
 Regional Claims Director
 Voice: (415) 403-1445
 Email: rfrey@alliant.com

Diana L. Walizada, AIC, CPIW, RPA, AINS
 Vice President, Claims Unit Manager
 Voice: (415) 403-1453
 Email: dwalizada@alliant.com

Address: Alliant Insurance Services, Inc.
 560 Mission Street, 6th Floor
 San Francisco CA 94105
 Toll Free Voice: (877) 725-7695 Fax: (415) 403-1466

- II. Please be sure to include APIP's Claim Administrator as a CC on all Claims correspondence:

Sandra Doig
 McLaren's Global Claims Services
 Address: 18100 Von Karman Avenue, 10th Floor
 Irvine, CA 92612
 Voice: (949) 757-1413 Fax: (949) 757-1692
 Email: sandra.doig@mclarens.com

- III. Cyber Liability Carrier Beazley NY needs to also be provided with Notice of Claim immediately (if purchased):

Beazley Group
 Address: 1270 Avenue of the America's, Suite 1200
 New York, NY 10020
 Fax: (546) 378-4039
 Email: bbr.claims@beazley.com

Elaine G. Tizon, V.P. CISR, E-mail: elaine.tizon@alliant.com
 Donna Peterson, E-mail: donna.peterson@alliant.com
 Address: 560 Mission Street, 6th Floor
 San Francisco, CA 94105
 Voice: (415) 403-1458 Fax: (415) 403-1466

- IV. Pollution Liability Carrier Ironshore Specialty Insurance Company (if purchased):

Ironshore Environmental Claims CSO
 Address: 28 Liberty Street, 5th Floor
 New York, NY 10005
 In emergency call: (888) 292-0249
 Fax: (646) 826-6601
 Email: USClaims@ironshore.com

Akbar Sharif
 Claims Advocate
 Address: 18100 Von Karman Avenue, 10th Floor
 Irvine, CA 92612
 Voice: (949) 260-5088 Fax: (415) 403-1466
 Email: akbar.sharif@alliant.com

Please include the Insured /JPA name along with the following information when reporting claims:

- Time, date and specific location of property damaged
- A description of the incident that caused the damage (such as fire, theft or water damage)
- Estimated amount of loss in dollars
- Contact person for claim including name, title, voice & fax numbers
- Complete and return the Property Loss Notice for processing.
- Mortgagee or Loss Payee name, address, and account number

APIP Claims Reporting Acknowledgement(s) Receipt Form

The Claims Reporting Forms are being included with your packet to ensure claims reporting procedures are known and available for future reference. Please review the information. We ask that you share these critical documents with all members of your team (and Pool Members and their staffs where applicable.)

We request that you review the items indicated as attached, then complete the bottom portion, sign and submit to your Alliant Insurance Services representative either by a scanned e-mail or mail to have it be included in your insurance records.

- ☒ APIP Property Claims Reporting
- ☐ Cyber Claims Reporting (*this is a claims made policy*) if coverage is purchased
- ☐ Pollution Liability Claims Reporting (*this is a claims made policy*) if coverage is purchased

Acknowledgement for Claims reporting procedures under Alliant Property Insurance Programs In effect: July 1, 2025 until further notice

I have read and been informed about these separate reporting requirements under the coverage parts that apply to our entity as indicated above and provided through APIP by Alliant.

Insured Entity Name: City of Marysville

X

Signature of Authorized Insured Representative

Title

Date

Print / Type Insured Representative Full Name:

Applicable in Arizona

For your protection, Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

Applicable in Arkansas, Delaware, District of Columbia, Kentucky, Louisiana, Maine, Michigan, New Jersey, New Mexico, New York, North Dakota, Pennsylvania, South Dakota, Tennessee, Texas, Virginia and West Virginia

Any person who knowingly and with intent to defraud any insurance company or another person, files a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact, material thereto, commits a fraudulent insurance act, which is a crime, subject to criminal prosecution and [NY: substantial] civil penalties. In DC, LA, ME, TN and VA, insurance benefits may also be denied.

Applicable in California

For your protection, California law requires the following to appear on this form: Any person who knowingly presents a false or fraudulent claim for payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Applicable in Colorado

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in Florida and Idaho

Any person who Knowingly and with the intent to injure, Defraud, or Deceive any Insurance Company Files a Statement of Claim Containing any False, Incomplete or Misleading information is Guilty of a Felony.*

* In Florida - Third Degree Felony

Applicable in Hawaii

For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.

Applicable in Indiana

A person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.

Applicable in Minnesota

A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

Applicable in Nevada

Pursuant to NRS 686A.291, any person who knowingly and willfully files a statement of claim that contains any false, incomplete or misleading information concerning a material fact is guilty of a felony.

Applicable in New Hampshire

Any person who, with purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

Applicable in Ohio

Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Applicable in Oklahoma

WARNING: Any person who knowingly and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

IN THE EVENT OF A
PROPERTY LOSS:

- 1) Follow your organization procedures for reporting and responding to an incident*
- 2) Alert local emergency authorities, as appropriate*
- 3) Report the incident to Alliant Insurance Services immediately at:*

877-725-7695

All property losses must be reported as soon as practicable upon knowledge within the risk management or finance division of the insured that a loss has occurred.

Be prepared to give basic information about the location and nature of the incident, as well as steps which have been taken in response to the incident.

- 4) Report the incident to McLarens Global Claims Services AND your Alliant representative*

PROPERTY FIRST NOTICE OF LOSS FORM

SEND TO: Alliant Insurance Services, Inc.
 BY MAIL: 560 Mission Street, 6th Floor, San Francisco, CA 94105
 BY FAX: (415) 403-1466
 BY EMAIL: rfrey@alliant.com AND dwalizada@alliant.com
 Carbon Copy APIP Claims Administrator: sandra.doig@mclarens.com and your Alliant representative

Today's Date: _____

Type of Claim: (check all that apply)

- ☐ Real Property ☐ Vehicles
☐ Personal Property ☐ Other

Insured's Name & Contact Information

Insured's Name: _____ Point of Contact: _____

Address: _____

Phone #: _____ Email Address: _____

Broker/Agent's Name & Contact Information

Company Name: Alliant Insurance Services - Claims Point of Contact: Robert A. Frey & Diana L. Walizada

Address: 560 Mission Street, 6th Floor, San Francisco, CA 94105

Phone #: 877-725-7695

Fax #: 415-403-1466

Policy Information

Policy Number: APIP2025 (Dec 05) Policy Period: July 1, 2025- July 1, 2026

Limits of Liability: _____ per _____ agg Self-Insured Retention/Deductible: _____

Loss Information

Date of Incident/Claim: _____ Location: _____

Description of Loss: _____

Please list all attached or enclosed documentation: ☐ (check if none provided) _____

Name of Person Completing This Form: _____ Signature: _____

Per the Master Policy Wording, Section IV General Conditions;

L. NOTICE OF LOSS

In the event of loss or damage insured against under this Policy, the Insured shall give notice thereof to ALLIANT INSURANCE SERVICES, INC., 560 Mission Street, 6th Floor, San Francisco, CA 94105. TEL NO. (877) 725-7695, FAX NO. (415) 403-1466 of such loss. Such notice is to be made as soon as practicable after the inception of loss.

IN THE EVENT OF A CYBER LOSS:

- 1) *Follow your organizations procedures for reporting and responding to an incident*
- 2) *Alert authorities, as appropriate*
- 3) *Report the incident to Beazley Group immediately at:*

bbr.claims@beazley.com

(866)567-8570

All Cyber losses must be reported as soon as practicable upon knowledge by the insured that a loss has occurred.

Be prepared to give basic information about the location and nature of the incident, as well as steps which have been taken in response to the incident.

- 4) *Report the incident to Alliant Claims Department and your Alliant representative*

SPECIAL NOTE REGARDING PRIVACY NOTIFICATION COSTS:

The policy provides a \$500,000 Aggregate Limit for Privacy Notification Costs. If you utilize a Beazley vendor, the limit is increased to \$1,000,000.

Please contact Beazley for a list of approved vendors.

CYBER FIRST NOTICE OF LOSS FORM

SEND TO: Beazley Group

BY MAIL: 1270 Avenue of the America's, Suite 1200, New York, NY 10020

BY FAX: (546) 378-4039

BY EMAIL: bbr.claims@beazley.com

CC Alliant Claims Department:

elaine.tizon@alliant.com, Donna.Peterson@alliant.com and your Alliant representative

Today's Date: _____

Insured's Name & Contact Information

Insured's Name: _____ **Point of Contact:** _____

Address: _____

Phone #: _____ **Email Address:** _____

Broker/Agent's Name & Contact Information

Company Name: Alliant Insurance Services – Claims **Point of Contact:** Elaine Tizon

Address: 560 Mission Street, 6th Floor, San Francisco, CA 94105

Phone #: 877-725-7695 **Fax #:** 415-403-1466

Policy Information

Policy Number: _____ **Policy Period:** July 1, 2025- July 1, 2026

Limits of Liability: _____ **per** _____ **agg Self-Insured Retention/Deductible** _____

Loss Information

Date of Incident/Claim: _____ **Location:** _____

Description of Loss: _____

Please list all attached or enclosed documentation: ☐ (check if none provided) _____

Name of Person Completing This Form: _____ **Signature:** _____

A. NOTICE OF CLAIM, LOSS OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM

1. If any **Claim** is made against the **Insured**, the **Insured** shall, as soon as practicable upon knowledge by the **Insured**, forward to the Underwriters through persons named in Item 9.A. of the Declarations written notice of such **Claim** in the form of a telecopy, or express or certified mail together with every demand, notice, summons or other process received by the **Insured** or the **Insured's** representative; provided that with regard to coverage provided under Insuring Agreements I.A. and I.C., all **Claims** made against any **Insured** must be reported no later than the end of the **Policy Period**, in accordance with the requirements of the **Optional Extension Period** (if applicable), or within thirty (30) days after the expiration date of the **Policy Period** in the case of **Claims** first made against the Insured during the last thirty (30) days of the **Policy Period**.
2. With respect to Insuring Agreement I.B. for a legal obligation to comply with a **Breach Notice Law** because of an incident (or reasonably suspected incident) described in Insuring Clause I.A.1 or I.A.2, such incident or reasonably suspected incident must be reported as soon as practicable during the **Policy Period** after discovery by the Insured. For such incidents or suspected incidents discovered by the **Insured** within 60 days prior to expiration of the Policy, such incident shall be reported as soon as practicable, but in no event later than 60 days after the end the **Policy Period**, provided; if this Policy is renewed by Underwriters and covered **Privacy Notification Costs** are incurred because of such incident or suspected incident reported during the 60 day post **Policy Period** reporting period, then any subsequent **Claim** arising out of such incident or suspected incident is deemed to have been made during the **Policy Period**.
3. With respect to Insuring Agreements I.A. and I.C., if during the **Policy Period**, the **Insured** first becomes aware of any circumstance that could reasonably be the basis for a **Claim** it may give written notice to Underwriters in the form of a telecopy, or express or certified mail through persons named in Item 9.A. of the Declarations as soon as practicable during the **Policy Period** of:
 - a. the specific details of the act, error, omission, or **Security Breach** that could reasonably be the basis for a **Claim**;
 - b. the injury or damage which may result or has resulted from the circumstance; and
 - c. the facts by which the **Insured** first became aware of the act, error, omission or **Security Breach**

Any subsequent **Claim** made against the **Insured** arising out of such circumstance which is the subject of the written notice will be deemed to have been made at the time written notice complying with the above requirements was first given to the Underwriters.
4. A **Claim** or legal obligation under section X.A.1 or X.A.2 above shall be considered to be reported to the Underwriters when written notice is first received by Underwriters in the form of a telecopy, or express or certified mail or email through persons named in Item 9.A. of the Declarations of the **Claim** or legal obligation, or of an act, error, or omission, which could reasonably be expected to give rise to a **Claim** if provided in compliance with sub-paragraph X.A.3. above.

POLLUTION LIABILITY

IN THE EVENT OF AN

ENVIRONMENTAL EMERGENCY:

- 1) Follow your organization procedures for reporting and responding to an incident***
- 2) Alert local emergency authorities, as appropriate***
- 3) Report the incident immediately at:***

888-292-0249

- 4) Report the incident to Alliant***

Akbar Sharif
Claims Advocate
949-260-5088
415-403-1466 – fax
akbar.sharif@alliant.com

Be prepared to give basic information about the location and nature of the incident, as well as steps which have been taken in response to the incident.

DO follow your organization's detailed response plan
DO contact your management as well as appropriate authorities
DO ensure anyone who could come in contact with a spill or release is kept away

DO NOT ignore a potential spill or leak
DO NOT attempt to respond beyond your level of training or certification

SEND TO: IRONSHORE ENVIRONMENTAL CLAIMS CSO

BY MAIL: 28 Liberty Street, 5th Floor, New York, NY 10005

BY PHONE: (888) 292-0249

BY FAX: (646) 826-6601

BY EMAIL: USClaims@ironshore.com

CC Alliant Insurance: akbar.sharif@alliant.com and your Alliant Representative

Today's Date: _____

Notice of: (check all that apply)

- ☐ Pollution Incident ☐ Potential Claim ☐ Other _____
☐ Third-Party Claim ☐ Litigation Initiated

Insured's Name & Contact Information

Company Name: _____ **Point of Contact:** _____

Address: _____

Phone #: _____ **Email Address:** _____

Broker/Agent's Name & Contact Information

Company Name: Alliant Insurance Services - Claims **Point of Contact:** Akbar Sharif

Address: 18100 Von Karman Ave., 10th Floor, Irvine, CA 92612

Phone #: 949-260-5088

Policy Information

Policy Number: _____ **Policy Period:** July 1, 2025- July 1, 2026

Limits of Liability: _____ **per** _____ **agg. Self-Insured Retention/Deductible** _____

Loss Information

Date of Incident/Claim: _____ **Location:** _____

Claimant Name/Address: _____

Description of Loss: _____

Please list all attached or enclosed documentation: ☐ (check if none provided) _____

Name of Person Completing This Form: _____ **Signature:** _____

SURPLUS LINES DISCLOSURES

WASHINGTON

Alliant:

This contract is registered and delivered as a surplus line coverage under the insurance code of the state of Washington, Title 48 RCW. It is not protected by any Washington state guaranty association law.

Surplus Lines Broker Name/Initials: Alliant Specialty Insurance Services, Inc.

Surplus Lines Broker Address: 325 E. Hillcrest Dr., Suite 250

Thousand Oaks, CA 91360

Surplus Lines Broker License #: 149068 CA

AmWINS:

This contract is registered and delivered as a surplus line coverage under the insurance code of the State of Washington, Title 48 RCW. It is not protected by any Washington state guaranty association law.

Surplus Lines Broker Name: AmWINS Insurance Brokerage, LLC

Surplus Lines Broker Address: 4725 Piedmont Row Drive, Suite 600,
Charlotte, NC 28210

Surplus Lines Broker License #: 256631

RSG Specialty:

This contract is registered and delivered as a surplus line coverage under the insurance code of the state of Washington, Title 48 RCW. It is not protected by any Washington state guaranty association law.

Surplus Lines Licensee: RSG Specialty, LLC.

Address: 155 N. Wacker Drive, Suite 4000,

Chicago, IL 60606

License Number: 761996

Disclosures / Disclaimers

This proposal of insurance is provided as a matter of convenience and information only. All information included in this proposal, including but not limited to personal and real property values, locations, operations, products, data, automobile schedules, financial data and loss experience, is based on facts and representations supplied to Alliant Insurance Services, Inc. by you. This proposal does not reflect any independent study or investigation by Alliant Insurance Services, Inc. or its agents and employees.

Please be advised that this proposal is also expressly conditioned on there being no material change in the risk between the date of this proposal and the inception date of the proposed policy (including the occurrence of any claim or notice of circumstances that may give rise to a claim under any policy which the policy being proposed is a renewal or replacement). In the event of such change of risk, the insurer may, at its sole discretion, modify, or withdraw this proposal, whether or not this offer has already been accepted.

This proposal is not confirmation of insurance and does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. Alliant Insurance Services, Inc. will not be liable for any claims arising from or related to information included in or omitted from this proposal of insurance.

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at www.alliant.com. For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them via this www.AmBest.com. For additional information regarding insurer financial strength ratings visit Standard and Poor's website at www.standardandpoors.com.

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.

New York Regulation 194 and General Broker Compensation Disclosure

Alliant Insurance Services, Inc. is an insurance producer licensed by the State of New York and other States. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including

the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

Disclosures / Disclaimers Cont.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

Declaration Limit Disclosure

Unless stated otherwise, coverage limits of liability and sub-limits of liability are shared across the Named Insured(s) designated in a single Declaration. Exceptions include:

- Terrorism coverage, if purchased by a specific Named Insured, is provided on a combined basis with a sub-limit of liability that is shared across Named Insureds covered under multiple relevant Declarations.
- Flood and Earthquake sub-limits of liability, if purchased by a specific Named Insured and except as indicated below, are dedicated by Named Insured and cannot be reduced by losses sustained by other Named Insureds.

If a single Occurrence causes direct physical loss or damage to property of multiple Named Insureds covered by the same Declaration (or all relevant Declarations as respects Terrorism coverage), it is possible that the applicable shared limit of liability or sub-limit of liability may be insufficient to fully indemnify the physical loss or damage as sustained by multiple Named Insureds.

In the event of a loss or accumulation of losses whereby the amount of loss exceeds the applicable shared limit of liability or sub-limit of liability, the recovery available will be allocated on a proportional basis among individual Named Insureds under the same Declaration (or all relevant Declarations as respects Terrorism coverage). This allocation applies until exhaustion of limits on a per Occurrence basis and on an Annual Aggregate basis (if applicable). If a Named Insured's claim reporting is delayed, such Named Insured's recovery may be reduced or eliminated.

Furthermore, any Annual Aggregate limit of liability or sub-limit that is shared across all Named Insureds covered under a particular Declaration (or all relevant Declarations as respects Terrorism coverage) may be reduced or exhausted by the prior payment of claims arising out of separate Occurrences in the same Policy Period. As a result, it is possible that there may be no remaining limit available to pay a specific Named Insured's claim under the Policy.

To the extent actually covered, the Annual Aggregate limits are as follows:

- Accidental Contamination
- Mold/Fungus Resultant Damage
- Terrorism
- Flood and Earthquake damage to Licensed Vehicles, Unlicensed Vehicles, Contractor's Equipment and Fine Arts for Named Insured(s) that do not purchase optional dedicated Earthquake or Flood coverage

Privacy

At Alliant, one of our top priorities is making sure that the information we have about you is protected and secure. We value our relationship with you and work hard to preserve your privacy and ensure that your preferences are honored. At the same time, the very nature of our relationship may result in Alliant's collecting or sharing certain types of information about you in order to provide the products and services you expect from us. Please take the time to read our full Privacy Policy posted at www.alliant.com and contact your Alliant service team should you have any questions.

FATCA

The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. Alliant does not provide tax advice so please contact your tax consultant for your obligation regarding FATCA.

Disclosures / Disclaimers Cont.

NRRA

(Applicable if the insurance company is non-admitted)

The Non-Admitted and Reinsurance Reform Act (NRRA) went into effect on July 21, 2011. Accordingly, surplus lines tax rates and regulations are subject to change which could result in an increase or decrease of the total surplus lines taxes and/or fees owed on this placement. If a change is required, we will promptly notify you. Any additional taxes and/or fees must be promptly remitted to Alliant Insurance Services, Inc.

Changes and Developments

It is important that we be advised of any changes in your operations, which may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

- Mergers and/or acquisition and any change in business ownership, including percentages.
- Any newly assumed contractual liability, granting of indemnities or hold harmless agreements.
- Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed or occupied
- Circumstances which may require an increased liability insurance limit.
- Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to the system.
- Immediate notification of any changes to a scheduled of equipment, property, vehicles, electronic data processing, etc.
- Property of yours that is in transit, unless previously discussed and/or currently insured.

Loss Notification Requirements:

Your policy will come with specific claim reporting requirements. Please make sure your organization understands these obligations and time limitations which are outlined in the attached Loss Notification documents. Contact your Alliant Service Team with any questions.

Binding Requirements Recap

Required with Binding Request:

- Signed and dated Request to Bind Coverage form (below)
- Signed and dated Surplus Lines forms as required by your state and attached to this proposal*
- Signed and dated APIP Claims Reporting Acknowledgement(s) Receipt Form
- Signed and dated Terrorism Risk Insurance ACT

*- only required for coverage in the following states: AR, CA, CT, FL, KS, MA, MT, NE, NY, ND, OH, RI, WV, WY

Request to Bind Coverage

City of Marysville

We have reviewed the proposal and agree to the terms and conditions of the coverages presented.

This Authorization to Bind Coverage also acknowledges receipt and review of all disclaimers, disclosures, and loss notification requirements including exposures used to develop insurance terms, contained within this proposal.

X

Signature of Authorized Insured Representative

Date

Title

Print / Type Insured Representative Full Name

This proposal does not constitute a binder of insurance. Binding is subject to final carrier approval. *The actual terms and conditions of the policy will prevail.*

ALLIANT INSURANCE SERVICES

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

June 5, 2025

Named Insured: **City of Marysville**

We are required to send you this notice pursuant to federal legislation concerning terrorism insurance. The below is for TRIA coverage as issued by the United States of America and is not tied to or representative of the Terrorism coverage offered in our property insurance program.

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term “act of terrorism” means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAYBE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS’ LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE CAN BE REQUESTED BELOW AND WILL NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

**SELECTION OR REJECTION OF THE TERRORISM RISK INSURANCE ACT, as AMENDED
(A.K.A.: TRIA, TRIEA, TRIPRA, TRIP OR TRIPA. We refer to these collectively as “TRIA”.)**

THIS COVERAGE IS OUTSIDE OF THE PROGRAM'S TERRORISM COVERAGES AND LIMITS. IT IS PROVIDED AND OVERSEEN BY THE U.S. GOVERNMENT.

THIS COVERAGE IS CONSIDERED RESTRICTIVE COMPARED TO THE APIP TERRORISM LIMITS AND COVERAGES AVAILABLE. THIS ACT DOES NOT FOLLOW OUR PROGRAM'S TERRORISM POLICIES.

HOWEVER, IF YOU'D LIKE A QUOTE FOR TRIA COVERAGE, PLEASE CHECK THE “I AM INTERESTED” BOX. OTHERWISE, PLEASE CHECK THE “DECLINE” BOX. YOUR SIGNATURE FOR CONFIRMATION OF RECEIPT IS REQUIRED. ANY QUESTIONS PLEASE CALL YOUR ALLIANT SERVICE TEAM MEMBER.

	I am interested in receiving a quote for Terrorism Risk Insurance Act coverage as required by law to be offered under the last amended Act. Please provide a quote.
	I hereby decline to purchase Terrorism Risk Insurance Act coverage as required by law to be offered under the last amended Act.

Policyholder/applicant signature

Print Name

Date

City of Marysville



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 23, 2025

SUBMITTED BY: Thadd Zehnder, Engineering

ITEM TYPE: Agreement

AGENDA SECTION: New Business

SUBJECT: Supplemental No. 1 to the Professional Services Agreement with BHC Consultants, LLC for the WWTP Chemical Tank Replacement Project

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the Supplemental Agreement No. 1 to the Professional Services Agreement with BHC Consultants, LLC for the WWTP Chemical Tank Replacement project.

SUMMARY:

On March 28, 2024, the Mayor executed a Professional Services Agreement (PSA) with BHC Consultants, LLC (Consultant) to provide design and bid support services for the WWTP Chemical Tank Replacement Project. The project includes the replacement of the existing chemical tanks and associated appurtenances. The existing scope of work for the Consultant provides for design and bid support services but not for construction support. This supplement will add those services.

The Consultant will provide, as documented in the attached Scope of Work document, exhibit A, project management and quality control, preconstruction support including attending a preconstruction meeting, review of submittals, responses to requests for information, change order and force account assistance, issue field memorandums as needed, perform site visits and attend meetings, provide startup assistance, update the WWTP's operations and maintenance manual, and provide record drawings.

The total estimated cost for this additional work, as negotiated is \$76,979.00, yielding a new contract total of \$167,238.00. In addition to the additional work, this supplement provides for a time extension through December 31, 2026.

ATTACHMENTS:

[PSA_SuppSF.pdf](#)

[Original Contract for Reference.pdf](#)

**SUPPLEMENTAL AGREEMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND BHC CONSULTANTS, LLC**

THIS SUPPLEMENTAL AGREEMENT NO. 1 (“Supplemental Agreement No. 1”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (“City”) and BHC Consultants, LLC, a limited liability corporation licensed/incorporated in Washington State, organized under the laws of the State of Washington, located and doing business at 1601 Fifth Avenue, Suite 500, Seattle WA 98101 (“Consultant”).

WHEREAS, the parties hereto have previously entered into an agreement for WWTP Chemical Tank Replacement Design and Bid Services (the “Original Agreement”), said Original Agreement being dated March 28, 2024; and

WHEREAS, both parties desire to supplement the Original Agreement, by expanding the Scope of Services to provide for Construction Support Services and to provide compensation therefore;

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

1. Exhibit A, as referenced and incorporated in Section 1 of the Original Agreement, “SCOPE OF SERVICES”, shall be replaced by Exhibit A-1, attached hereto and by this references made part of this Supplemental Agreement No. 1, and a part of the Original Agreement.

2. Section 2 of the Original Agreement, “TERM”, is amended to add that the parties agree to extend the term of the Original Agreement to terminate at midnight on December 31, 2026.

3. Section 3 of the Original Agreement, “COMPENSATION”, is amended to include the additional Consultant fee of \$76,259.00 and shall read as follows: “In no event shall the compensation paid to Consultant under this Agreement exceed \$167,238.00 within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City.”

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

Original Agreement	\$90,979.00
Supplemental Agreement No.1	\$76,259.00
Grand Total	\$167,238.00

4. Each and every provision of the Original Agreement for Professional Services dated March 28, 2024, shall remain in full force and effect, except as modified herein.

DATED _____

CITY OF MARYSVILLE

By _____

Jon Nehring, Mayor

DATED this _____

[CONSULTANT]

By _____

[Name]

Its: [Title]

ATTEST/AUTHENTICATED:

Chari Taber, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT A

City of Marysville WWTP Chemical Tank Replacement Project Services During Construction Scope of Work 11/20/2024

Statement of Understanding

The City of Marysville's (City's) wastewater treatment plant (WWTP) currently utilizes three (3) 2,500-gallon high-density polyethylene (HDPE) tanks to store polyaluminum chloride that is dosed into lagoon effluent to promote coagulation of particles prior to filtration. Two of the existing chemical tanks are about 30 years old and the third tank is about 20 years old. All three tanks are nearing the end of their life expectancy.

The City retained BHC Consultants, LLC (BHC) to prepare design documents for replacement of the existing chemical tanks with larger tanks having a capacity of about 4,000 gallons each. BHC Consultants, LLC (BHC) had previously conducted a structural analysis of the suspended slab supporting the tanks to confirm it could support the additional weight. This Scope of Work is to assist the City during construction of the project as indicated in the tasks listed herein.

Schedule

Construction of the project is expected to take 80 working days, equal to about 4 months. It is anticipated that BHC will complete post-construction requirements (record drawings and O&M manual update) within 2 months of final completion of the project, for a total project duration of about 6 months. However, with conditional notice-to-proceed for equipment procurement, the contract duration is expected to be 9 months.

Budget

The budget for this Scope of Work is \$76,529. Compensation will be on a time and materials basis per the attached budget estimate. Compensation shall not exceed the budgeted amount without prior authorization from the City.

Since the exact level of effort required and the issues that may arise during construction are not known at this time, the Scope of Work herein describes tasks commonly associated with engineering services during construction for this type of project. The budget is reflective of this Scope of Work and previous experience regarding level of effort on similar projects. However, the Contractor's experience and level of performance can substantially impact the effort required for these tasks. Effort may be required that exceeds the estimated budget amount. BHC will monitor the budget and immediately notify the City if the level of effort required is exceeding the budgeted effort.

Scope of Work

Tasks for the Scope of Work include the following:

Task 1 – Project Management and Quality Control

BHC will set up the project in their accounting system, prepare monthly invoices, coordinate efforts of the BHC project team, and regularly communicate and coordinate with the City.

Receivables:

- None.

Deliverables:

- Invoices.

Task 2 – Preconstruction Activities

Two personnel from BHC will attend a preconstruction meeting at the WWTP. BHC will prepare an agenda for distribution to attendees. The duration of the meeting is assumed to be 2 hours. The City will prepare meeting notes, if necessary. BHC will not be preparing conformed drawings.

Receivables:

- Meeting notes, if necessary.

Deliverables:

- Preconstruction meeting agenda.

Task 3 – Review of Submittals

BHC will review submittals related to Divisions 2 through 17. The City will review and prepare responses for Division 1 submittals pertaining to schedule updates, documentation of existing conditions, health and safety plan, progress payments, manufacturer's affidavits, and closeout documents. BHC will review and prepare responses in coordination with the City for Division 1 submittals pertaining to the initial project schedule, schedule of values, work plan, record drawings, and the initial operation and performance test reports. Additionally, BHC will review and prepare responses for O&M manuals and provide technical input to the City on special inspection reports if they do not meet the specified requirements. The level of effort budgeted is based on BHC review of thirty two (32) original submittals averaging 2.7 hours based on a maximum resubmittal rate of up to 50 percent, which includes subsequent iterations of submittals (i.e., resubmittal of a resubmittal).

The City will be responsible for receiving, distributing, and tracking submittals from the Contractor, as well as distributing responses prepared by BHC. BHC will review the submittals concurrent with the City, coordinate and incorporate feedback from the City as appropriate, and prepare the responses (except as noted above). Once the response is finalized, the City will update the submittal tracking log and distribute it to the Contractor.

Receivables:

- Submittals.
- City comments on submittals.
- Submittal tracking log.
- Responses to select submittals, as noted above.

Deliverables:

- Submittal responses, except as noted above.

Task 4 – Requests for Information

BHC will review RFIs and prepare a response, which incorporates feedback from the City when necessary. A total of 30 hours has been allocated for this task, assuming 12 RFIs at 2.5 hours each.

The City will be responsible for receiving, distributing, and tracking RFIs from the Contractor, as well as distributing responses prepared by BHC. BHC will review the RFIs concurrent with the City, coordinate and incorporate input from the City as appropriate, and prepare the responses. Once the response is finalized, the City will update the RFI tracking log and distribute it to the Contractor.

Receivables:

- RFIs.

- City input on RFIs.
- RFI tracking log.

Deliverables:

- RFI responses.

Task 5 – Change Orders and Force Account

Changes to the Contract will be initiated through a response to an RFI or a request for quote (RFQ). Where a response to an RFI requires a change, the Contractor will provide pricing for the change via a reply to the RFI response. Where the City desires to initiate a change, BHC will prepare a RFQ at the direction of the City to obtain pricing from the Contractor. BHC will assist the City with review of pricing and completeness of Contractor price proposals. After reviewing Contractor price proposals, the City will decide whether to proceed with a change and whether it will be performed under the force account or as a change order amendment to the Contract.

If a change is to be tracked under the force account, the City will include the necessary tracking information in their daily reports and reconcile this information with what is included in pay applications for force account work by the Contractor. The City will also be responsible for preparing the necessary documentation for approval and execution of changes under the force account.

If a change is to be included in a change order, the City will be responsible for preparing and executing the change order documentation. Individual change order items may be grouped into fewer executed change orders. The City will distribute the executed change order, track status of the change orders, completion of the work, and their inclusion in the pay applications.

BHC has budgeted 20 hours to prepare RFQs when requested by the City and review Contractor price proposals in reply to changes requested in RFI responses or RFQs.

Receivables:

- Change orders.
- Contractor price proposals.

Deliverables:

- RFQs.

Task 6 – Field Memoranda

BHC will prepare field memoranda to provide clarification to the Contractor on issues that do not affect Contract Time or Contract Price and did not originate from the Contractor with an RFI. A total of 20 hours has been allocated for this task. BHC will submit drafts of field memoranda to the City for review prior to finalizing. The City will be responsible for distributing field memoranda to the Contractor.

Receivables:

- None.

Deliverables:

- Field memoranda.

Task 7 – Site Visits and Meetings

BHC will participate in site visits and meetings during construction as follows:

1. Progress Meetings: BHC's project manager will participate in progress meetings approximately once every other week. BHC's project manager will attend via teleconference or videoconference. The City will prepare the meeting agenda and notes. The City will also provide adequate notice to BHC in the event that the date or time of a meeting must be changed or a meeting is to be cancelled. It is assumed that BHC's project manager will participate in twelve (12) progress meetings during construction and each meeting will not exceed 1 hour in duration.
2. Technical Site Visits: Personnel from BHC will make periodic site visits to participate in construction observation when necessary or deal with specific construction issues that are time sensitive and cannot be resolved remotely. The duration of each technical site visit is assumed to be 2 hours. It is assumed that BHC will make up to three (3) technical site visits with one personnel attending each site visit. Budget includes time for travel and a brief e-mail summary of observations and discussions.
3. Punch List Walkthrough: Two personnel from BHC will participate in a project walkthrough with the City following Substantial Completion to help determine items for the punch list. BHC will prepare the punch list with input from the City. It is assumed the punch list walkthrough will be 2 hours in duration, plus time for travel and preparation of the draft punch list. The City will conduct a final walkthrough to confirm that punch list items have been addressed.

Receivables:

- Progress meeting agenda and notes.

Deliverables:

- Site visit e-mail summaries.
- Punch list.

Task 8 – Startup Assistance

BHC will provide technical assistance during startup of the equipment and integration with the existing system. Twelve (12) hours are budgeted to provide assistance during startup which may also involve additional site visits, travel time, meeting time, review of documents, and preparation of correspondence.

Receivables:

- None.

Deliverables:

- None.

Task 9 – Operations and Maintenance Manual Update

BHC will update the current WWTP Operations and Maintenance (O&M) Manual in compliance with WAC 173-240-080 to reflect the new tanks. Descriptions for the coagulant system and associated controls in Section 3.9.3 will be updated to reflect the new tanks and level measurement system. The updates and revisions will only involve adding and modifying text and replacing photos and screenshots. No figures will be impacted and no new figures will be generated. A draft of the updated document will be provided to the City for review. BHC will incorporate City comments and prepare a final O&M manual update. A total of 8 hours has been allocated for this task.

Receivables:

- Comments on Draft O&M Manual update.

Deliverables:

- Draft O&M Manual update.

- Final O&M Manual update.

Task 10 – Record Drawings

BHC will prepare record drawings in AutoCAD and provide an electronic copy of the AutoCAD files and an electronic PDF copy of the drawings. Record drawings will be prepared based on redline markups provided by the Contractor. BHC will review the redline markups to verify known changes from RFIs and change orders are reflected. Effort is budgeted based on an average of 1 hour per sheet for engineering time and 2 hours per sheet for CAD time.

Receivables:

- Contractor as-built markups.

Deliverables:

- Record drawing AutoCAD files.
- Record drawing PDF copies.

City Responsibilities

The following items are specific responsibilities of the City in support of this Scope of Work:

- If required, prepare a construction quality assurance plan (CQAP) and submit it to the Washington State Department of Ecology (Ecology).
- Communication and coordination with Ecology, as required, including submitting the work plan prepared by the Contractor to Ecology prior to start of physical work, if required.
- Issue Notice-to-Proceed to the Contractor.
- Provide input on submittals and RFIs within sufficient time to allow providing a response to the Contractor within the specified time.
- Receive, distribute, and track submittals and RFIs.
- Distribute responses to submittals and RFIs.
- Review and prepare responses to submittals for schedule updates, documentation of existing conditions, health and safety plan, progress payments, manufacturer's affidavits, and closeout documents.
- Review RFQs prior to distribution to the Contractor.
- Prepare and execute documentation for change orders and force account work.
- Participate in and lead progress meetings, including preparation of agenda and notes.
- Participate in the preconstruction meeting and punch list walkthrough and lead final walkthrough.
- Prepare notes for the pre-construction meeting, as necessary.
- Review and provide input on the punch list.
- Coordinate WWTP staff and operational changes to facilitate shutdowns, testing, and startup activities.
- Review draft O&M manual update.
- Observe and document construction activities and prepare daily reports.
- Observe testing and startup activities.
- Coordinate scheduling of training sessions with the Contractor.
- Periodically check as-built markups.
- Monitor and track force account work.
- Ensure Contractor coordination on special inspections and permit inspections.
- Review Contractor pay applications.
- Pay or waive permit fees.
- Issue notifications of Substantial Completion and Final Completion to the Contractor.
- Ensure Contractor has submitted all closeout documents.
- Collect and organize project files for archiving.

Exclusions

The following items are excluded from this Scope of Work, but can be added via amendment to the original agreement or included in a future Scope of Work if the City so desires:

- Conformed bid documents.
- Preparation of a CQAP.
- Hard copies of deliverables.
- Site visits or meetings beyond those identified in the Scope of Work.
- Preparation of meeting notes.
- Permitting assistance.
- Environmental reviews.
- Surveying and utility potholing.
- Condition assessments.
- Shoring or dewatering design.
- Geotechnical services.
- Programming services.
- Electrical testing.
- Preparation of the specified Work Plan, which will be by the Contractor as specified.
- O&M manual updates beyond those indicated herein.
- Construction observation, which shall be provided by the City.
- Construction means and methods.
- Quality assurance testing and inspections, which shall be by a third-party hired by the City.
- Stormwater Pollution Prevention Plan. The area of disturbance is below the one-acre threshold.

Task No.	Task Description	Project Manager		Electrical Engineer		Structural Engineer		Staff Engineer		CAD Drafter		Project Admin		Clerical/WP		Subconsultant	Total	
		\$280 Giese		\$275 Palmatier		\$270 Franco		\$180 Krishnamurthy/ Yeh-Tinetti		\$165		\$145 Coughlin		\$140 McElwain		(w/ 10% markup)		
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost		Hours	Cost
1	Project Management	24	\$6,580		\$0		\$0		\$0		\$0	11	\$1,595		\$0		35	\$8,175
2	Preconstruction Activities	7	\$1,960		\$0		\$0		\$0		\$0		\$0		\$0		7	\$1,960
3	Review of Submittals	48	\$13,440	13	\$3,575	4	\$1,080	20	\$3,600		\$0		\$0		\$0		85	\$21,695
4	Requests for Information	24	\$6,720	6	\$1,650		\$0		\$0		\$0		\$0		\$0		30	\$8,370
5	Change Orders and Force Account	16	\$4,480	4	\$1,100		\$0		\$0		\$0		\$0		\$0		20	\$5,580
6	Field Memoranda	16	\$4,480	4	\$1,100		\$0		\$0		\$0		\$0		\$0		20	\$5,580
7	Site Visits and Meetings	40	\$11,200		\$0		\$0	6	\$1,080		\$0		\$0		\$0		46	\$12,280
8	Startup Assistance	8	\$2,240	4	\$1,100		\$0		\$0		\$0		\$0		\$0		12	\$3,340
9	Operations and Maintenance Manual Update	4	\$1,120		\$0		\$0	4	\$720		\$0		\$0		\$0		8	\$1,840
10	Record Drawings	8	\$2,240	2	\$550		\$0	2	\$360	24	\$3,960		\$0		\$0		36	\$7,110
Subtotal Labor		195	\$54,460	33	\$9,075	4	\$1,080	32	\$5,760	24	\$3,960	11	\$1,595	0	\$0	\$0	299	\$75,930
	Mileage @ \$0.67 per mile																	\$499
	Mailings, Copies, Misc.																	\$100
Subtotal Other Direct Costs																		\$599
TOTAL																		\$76,529

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND BHC CONSULTANTS, LLC.**

THIS AGREEMENT (“Agreement”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (“City”), and BHC Consultants, LLC., a limited liability corporation licensed/incorporated in Washington, organized under the laws of the state of Washington, located and doing business at 1601 Fifth Avenue, Suite 500, Seattle, WA 98101 (“Consultant”).

In consideration of the terms, conditions, covenants, and performances contained herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES. The Consultant shall provide the work and services described in the attached **EXHIBIT A**, incorporated herein by this reference (the “Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.

2. TERM. The term of this Agreement shall commence on April 1, 2024 and shall terminate at midnight on December 31, 2025. The parties may extend the term of this Agreement by executing a written supplemental amendment.

3. COMPENSATION. The Consultant shall be paid by the City for Services rendered under this Agreement as described in **EXHIBIT A** and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed **Ninety Thousand Nine Hundred Seventy Nine Dollars and Zero Cents (\$90,979.00)** within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City. Such payment shall be full compensation for the Services and for all labor, materials, supplies, equipment, incidentals, and any other expenses necessary for completion.

The Consultant shall submit a monthly invoice to the City for Services performed in the previous calendar month in a format acceptable to the City. The Consultant shall maintain time and expense records and provide them to the City upon request.

The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

4. CONSULTANT’S OBLIGATIONS.

4.1 MINOR CHANGES IN SCOPE. The Consultant agrees to accept minor changes, amendments, or revisions to the scope of the Services, as may be required by the City, when such

changes, amendments, or revisions will not have any impact on the cost of the Services or the proposed delivery schedule.

4.2 ADDITIONAL WORK. The City may desire to have the Consultant perform additional work or services which are not identified in the scope of the Services. If the parties agree to the performance of additional work or services, the parties will execute a written supplemental amendment detailing the additional work or services and compensation therefore. In no event will the Consultant be compensated for preparing proposals for additional work or services. In no event shall the Consultant begin work contemplated under a supplemental amendment until the supplemental amendment is fully executed by the parties.

4.3 WORK PRODUCT AND DOCUMENTS. The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the Services shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the Services, the work product, and all documents produced under this Agreement, even though the Services have been accepted by the City.

In the event that the Consultant defaults on this Agreement or in the event that this Agreement is terminated prior to the completion of the Services or the time for completion, all work product and all documents and other materials produced under this Agreement, along with a summary of work as of the date of default or termination, shall become the property of the City. The summary of Services provided shall be prepared at no additional cost to the City. Upon request, the Consultant shall tender the work product, all documents, and the summary to the City within five (5) business days. Tender of said work product shall be a prerequisite to final payment under this Agreement.

The Consultant will not be held liable for reuse of work product or documents produced under this Agreement or modification of the work product or documents for any purpose other than those identified in this Agreement without the written authorization of the Consultant.

4.4 PUBLIC RECORDS ACT. Consultant acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the “PRA”). All records owned, used, or retained by the City are public records subject to disclosure unless exempt under the PRA, whether or not the records are in the possession or control of the City or Consultant. All exemptions to the PRA are narrowly construed.

a. **Confidential Information.** Any records provided to the City by the Consultant which contain information that the Consultant in good faith believes is not subject to disclosure under the PRA shall be marked “Confidential” and shall identify the specific information that the Consultant in good faith believes is not subject to disclosure under the PRA and a citation to the statutory basis for non-disclosure.

b. **Responding to Public Records Requests.** The City shall exercise its sole legal judgment in responding to public records requests.

- (1) The City may rely upon the lack of notification from the Consultant in releasing any records that are not marked “Confidential.”
- (2) If records identified as “Confidential” by the Consultant are responsive to a PRA request, the City will seek to provide notice to Consultant at least ten (10) business days before the date on which the City anticipates releasing records. The City is under no obligation to assert any applicable exemption on behalf of the Consultant. The Consultant may seek, at its sole cost, an injunction preventing the release of information which it believes is protected. In no event will the City have any liability to Consultant for any failure of the City to provide notice prior to release.
- (3) If the City, in its sole legal judgment, believes that the Consultant possesses records that (1) are responsive to a PRA request and (2) were used by the City, the City will request the records from the Consultant. The Consultant will, within ten (10) business days:
 - i. Provide the records to the City in the manner requested by the City;
 - ii. Obtain a court injunction, in a lawsuit involving the requester, covering all, or any confidential portion of, the records and provide any records not subject to the court injunction; or
 - iii. Provide an affidavit, in a form acceptable to the City Attorney, specifying that the Consultant has made a diligent search and did not locate any requested documents.

c. **Indemnification.** In addition to its other indemnification and defense obligations under this Agreement, the Consultant shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorneys fees and litigation expenses), suits, judgments, or damages (collectively “Damages”) arising from or relating to any request for records related to this Agreement, to the extent such Damages are caused by action or inaction of the Consultant. This indemnification and defense obligation shall survive the expiration or termination of this Agreement.

4.5 MAINTENANCE/INSPECTION OF RECORDS. The Consultant shall maintain all books, records, documents, and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit.

Representatives of the City and/or the Washington State Auditor may copy such books, accounts, and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

4.6 INDEMNITY.

a. **Indemnification and Hold Harmless.** The Consultant 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 resulting from the acts, errors, or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

b. Should a court of competent jurisdiction determine that this Agreement 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 Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

c. The provisions of this Section 4.6 shall survive the expiration or termination of this Agreement.

d. The Consultant hereby knowingly, intentionally, and voluntarily waives the immunity of the Industrial Insurance Act, Title 51 RCW, solely for the purposes of the indemnity contained in subpart "a" of this Section 4.6. This waiver has been mutually negotiated by the parties.

 (City Initials)

 (Contractor Initials)

4.7 INSURANCE.

a. **Insurance Term.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Services hereunder by the Consultant, its agents, representatives, or employees.

b. **No Limitation.** Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant 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.** Consultant shall obtain insurance of the types and coverage described below:

- (1) Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
- (2) 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 independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the Services performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
- (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4) Professional Liability insurance appropriate to the Consultant's profession.

d. **Minimum Amounts of Insurance.** Consultant shall maintain the following insurance limits:

- (1) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- (2) Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- (3) Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

e. **Other Insurance Provision.** The Consultant'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 Consultant's insurance and shall not contribute with it.

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

g. **Verification of Coverage.** The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the Services.

h. **Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation within two business days of the Consultant's receipt of such notice.

i. **Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days notice to the Consultant to correct the breach, immediately terminate the Agreement 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 Consultant from the City.

j. **Insurance to be Occurrence Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy. Professional liability insurance may be written on a "Claims-made" basis if it is maintained for a period of three (3) years following completion of the services.

k. **City Full Availability of Consultant Limits.** If the Consultant 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 Consultant, irrespective of whether such limits maintained by the Consultant 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 Consultant.

4.8 LEGAL RELATIONS. The Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the Services to be performed under this Agreement. The Consultant represents that it and all employees assigned to perform any of the Services under this Agreement are in full compliance with the statutes of the State of Washington governing the Services and that all personnel to be assigned to the Services are fully qualified and properly licensed to perform the work to which they will be assigned.

4.9 INDEPENDENT CONTRACTOR.

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants, and agrees that the Consultant's status as an independent contractor in the performance of the Services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the Services required under this Agreement. The Consultant shall not make

a claim of City employment and shall not claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to 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 Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work to the Services that the Consultant performs under this Agreement.

d. Prior to commencement of Services, the Consultant shall obtain a business license from the City.

4.10 EMPLOYMENT.

a. The term “employee” or “employees” as used herein shall mean any officers, agents, or employee of the Consultant.

b. Any and all employees of the Consultant, while performing any Services under this Agreement, shall be considered employees of the Consultant only and not of the City. The Consultant shall be solely liable for: (1) any and all claims that may or might arise under the Workman’s Compensation Act, Title 51 RCW, on behalf of any said employees while performing any Services under this Agreement, and (2) any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while performing any Services under this Agreement.

c. The Consultant represents, unless otherwise indicated below, that all employees of the Consultant that will perform any Services under this Agreement have never been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please use initials to indicate No or Yes below.)*

 ^x No, employees performing the Services have never been retired from a Washington state retirement system.

 Yes, employees performing the Services have been retired from a Washington state retirement system.

In the event the Consultant checks “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, the Consultant hereby agrees to save, indemnify, defend and hold the City harmless from and against all expenses and costs, including reasonable attorney fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event the Consultant checks “yes” and affirms that an employee providing work has ever retired from a Washington State retirement system, every said employee shall be identified by the Consultant and such retirees shall provide the City with all information required by the City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

4.11 NONASSIGNABLE. Except as provided in **EXHIBIT B**, the Services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

4.12 SUBCONTRACTORS AND SUBCONSULTANTS.

a. The Consultant is responsible for all work or services performed by subcontractors or subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors or subconsultants the Consultant directly hires meet the responsibility criteria for the Services. Verification that a subcontractor or subconsultant has proper license and bonding, if required by statute, must be included in the verification process. If the parties anticipate the use of subcontractors or subconsultants, the subcontractors or subconsultants are set forth in **EXHIBIT B**.

c. The Consultant may not substitute or add subcontractors or subconsultants without the written approval of the City.

d. All subcontractors or subconsultants shall have the same insurance coverage and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

4.13 CONFLICTS OF INTEREST. The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant’s client base and shall obtain written permission from the City prior to providing services to third parties when a conflict or potential conflict of interest exists. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

4.14 CITY CONFIDENCES. The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate, or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or the Services provided to the City.

4.15 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against any client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age, or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training; or rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth its nondiscrimination obligations. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

4.16 UNFAIR EMPLOYMENT PRACTICES. During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

5. CITY APPROVAL REQUIRED. Notwithstanding the Consultant's status as an independent contractor, the Services performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if the Services have been completed in compliance with the Scope of Services and City requirements.

6. GENERAL TERMS.

6.1 NOTICES. Receipt of any notice shall be deemed effective three (3) calendar days after deposit of written notice in the U.S. mail with proper postage and address.

Notices to the City shall be sent to the following address:

CITY OF MARYSVILLE
Adam Benton, Project Engineer
501 Delta Avenue
Marysville, WA 98270

Notices to the Consultant shall be sent to the following address:

BHC CONSULTANTS, LLC.

Attn: Tom Giese, P.E.

950 Pacific Avenue, Suite 905

Tacoma, WA 98402

6.2 TERMINATION. The City may terminate this Agreement in whole or in part at any time by sending written notice to the Consultant. As per Section 6.1, the Consultant is deemed to have received the termination notice three (3) calendar days after deposit of the termination notice in the U.S. mail with proper postage and address. The termination notice is deemed effective seven (7) calendar days after it is deemed received by the Consultant.

If this Agreement is terminated by the City for its convenience, the City shall pay the Consultant for satisfactory Services performed through the date on which the termination is deemed effective in accordance with payment provisions of Section 3, unless otherwise specified in the termination notice. If the termination notice provides that the Consultant will not be compensated for Services performed after the termination notice is received, the City will have the discretion to reject payment for any Services performed after the date the termination notice is deemed received.

6.3 DISPUTES. The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

6.4 EXTENT OF AGREEMENT/MODIFICATION. This Agreement, together with exhibits, attachments, and addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by a written supplemental amendment properly signed by both parties.

6.5 SEVERABILITY.

a. If a court of competent jurisdiction holds any part, term, or provision of this Agreement 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 Agreement did not contain the particular part, term, or provision held to be invalid.

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

6.6 NONWAIVER. A waiver by either party of a breach by the other party of any covenant or condition of this Agreement 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 Agreement, 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.

6.7 FAIR MEANING. The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

6.8 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

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

6.10 COUNTERPARTS. This Agreement 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 Agreement.

6.11 AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT. The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth herein.

DATED this _____ day of _____ 3/28/2024, 2024.

CITY OF MARYSVILLE

DocuSigned by:
By Jon Nehring
A8AE51528DE9478...
Jon Nehring, Mayor

DATED this _____ day of _____ 3/28/2024, 2024.

BHC CONSULTANTS, LLC.

DocuSigned by:
By Tom Giese
FBAD3491E2834CC...
Tom Giese
Its: Vice President

ATTEST/AUTHENTICATED:

DocuSigned by:

78D1E8FDC9F0463...
Chari Taber, Deputy City Clerk

Approved as to form:

DocuSigned by:

786AB5A2684C462...
Jon Walker, City Attorney

EXHIBIT A

Scope of Services

Exhibit A

Scope of Work

City of Marysville

WWTP Chemical Tank Replacement Design and Bid Services

Statement of Understanding

The City of Marysville's (City's) wastewater treatment plant (WWTP) utilizes three (3) 2,500-gallon high-density polyethylene (HDPE) tanks to store polyaluminum chloride that is dosed into lagoon effluent to promote coagulation of particles prior to filtration. Two of the existing chemical tanks are about 30 years old and the third tank is about 20 years old. All three tanks are nearing the end of their life expectancy, so the City has decided to proactively replace the tanks prior to experiencing a failure. The City has decided to replace the existing 2,500-gallon tanks with larger tanks having a capacity of about 4,000 gallons each. BHC Consultants, LLC (BHC) had previously conducted a structural analysis of the suspended slab supporting the tanks to confirm it could support the additional weight. The City has retained BHC to prepare bid documents for replacement of the three chemical tanks and provide bid support services.

Schedule

The following milestones are assumed based on Notice-to-Proceed before end of February 2024:

- Submit Draft Bid Documents – June 2024
- Submit Final Bid Documents – August 2024
- Project Bidding – September 2024

If necessary, this schedule shall be equitably adjusted to allow for changes in scope or for delays beyond BHC's reasonable control.

Budget

The budget for this Scope of Work is \$90,979. Compensation will be on a time and materials basis per the attached budget estimate. Compensation shall not exceed the budgeted amount without prior authorization from the City.

Scope of Work

Tasks for the Scope of Work include the following:

Task 1 – Project Management and Quality Control

- 1.1 BHC will conduct project setup and invoicing, regularly communicate with the City on project status, and coordinate and plan execution of the work.
- 1.2 BHC will conduct an internal quality control review of the draft design documents. Internal review comments will be incorporated with City comments into the final design documents.

Receivables:

- None.

Deliverables:

- Invoices.

Task 2 – Pre-Purchase Specification

- 2.1 BHC will prepare a draft specification for the City to pre-purchase the three new chemical tanks. The City will review and comment on the draft specification. Comments will be discussed via an online meeting.
- 2.2 BHC will prepare a final specification for the City to use in pre-purchase documents. The final specification will incorporate changes based on City comments and the online discussion of those comments.

Task 3 – Design Documents

- 3.1 BHC will prepare design drawings consisting of the following:
 - G1 – Cover Sheet, Index of Drawings, Location and Vicinity Maps
 - G2 – Symbols, Designations, and Abbreviations
 - G3 – Site Map, Legend, and General Notes
 - D1 – Demolition Plan
 - D2 – Demolition Details
 - M1 – Chemical Tank Plan
 - M2 – Chemical Tank Sections
 - M3 – Chemical Tank Details
 - I1 – P&ID Symbols and Abbreviations
 - I2 – Chemical Tank Process and Instrumentation Diagram
- 3.2 The City will provide a copy of their most recent standard front-end documents and standard Special Provisions. BHC will tailor the standard front-end documents for the project. BHC will also revise the City's standard Special Provisions as applicable for the project. Specifications not covered by the WSDOT Standard Specifications will be prepared in CSI format and referenced in the Special Provisions. BHC will prepare CSI format specifications for the following:
 - 01010 – General Requirements
 - 01025 – Measurement and Payment
 - 01040 – Construction Constraints and Sequencing
 - 01300 – Submittals
 - 01400 – Materials Testing and Quality Control
 - 01410 – Regulatory Requirements
 - 01500 – Construction Facilities and Temporary Controls
 - 01660 – Facility Startup and Testing
 - 01710 – Closeout Procedures
 - 02050 – Demolition
 - 09920 – Protective Coatings
 - 13200 – Polyethylene Storage Tanks
 - 15010 – Mechanical General Provisions
 - 15051 – Coding and Identification
 - 15060 – Process Piping
 - 15070 – Piping Appurtenances
 - 15075 – Pipe Support Systems
 - 15100 – Valves
 - 16010 – Electrical Work – General
 - 17010 – Instrumentation and Control General Requirements
 - 17140 – Level Measurement
 - 17500 – Control Narratives
- 3.3 BHC will submit draft drawings and specifications for the City's review. BHC will conduct an online review meeting with the City to discuss comments on the draft documents. BHC will document City comments

and BHC responses in meeting notes. The meeting will be attended by two personnel from BHC. If the Washington State Department of Ecology (Ecology) requires approval of the documents, BHC will submit a copy of the draft documents to Ecology as well and incorporate their comments.

- 3.4 As required, BHC will conduct one (1) verification site visit to review the draft design documents and existing conditions for compatibility, conflicts, and accuracy. The site visit will be attended by up to two personnel from BHC.

Receivables:

- Consolidated comments on draft design documents.

Deliverables:

- Draft design documents.
- Review meeting notes.
- Final design documents.

Task 4 – Bid Support Services:

- 4.1 BHC will attend up to two (2) pre-bid meetings, prepare a meeting agenda, and document bidder questions posed during the meeting that require clarification or an addenda. One (1) personnel from BHC will attend each pre-bid meeting.
- 4.2 As necessary, BHC will assist the City with responding to bidder questions. BCH will prepare addenda to make changes to the Contract Documents or provide clarification, as required, in response to bidder questions. For budgetary purposes, it is assumed that three addenda will be prepared and the bid period will not exceed 4 weeks.
- 4.3 BHC will assist with evaluation of bids and advise on contract award, as requested by the City.

Receivables:

- None.

Deliverables:

- Pre-Bid Meeting Agenda
- Addenda.

City Responsibilities

The following items are specific responsibilities of the City in support of this Scope of Work:

- Provide requested information as available.
- Provide access to staff to answer questions.
- Participate in workshops and arrange the meeting location.
- Provide consolidated review comments on submittals.
- The City will be responsible for providing documentation on SEPA exemption to Ecology. This work is replacing aging equipment and keeping the same basic functionality, so should be considered maintenance work that is exempt from the SEPA process.
- Advertise the project for bidding, review bids, award the contract, and organize a pre-construction meeting.
- The City will be responsible for advertisement, providing documents to bidders, maintaining the plan holder list, and distributing addenda.
- The City will receive bidder questions and consult with BHC on responses and addenda items as needed.

- The City will prepare a tabulation of bids and award the contract.

Exclusions

The following items are excluded from this Scope of Work, but can be added as a new task under the current agreement or included in a future Scope of Work if the City so desires:

- Preparation of an engineering report or updates to current plans/reports.
- State Environmental Policy Act (SEPA), State Environmental Review Process (SERP), cultural resources survey, biological assessment, and environmental permitting. It is assumed that none of these are required as the proposed improvements can be classified as maintenance work, will not change unit processes or capacities, and the City does not plan to pursue federal or state funding for this work.
- Geotechnical investigation and site survey.
- Utility potholing.
- Hard copies of documents.
- Addenda and meetings beyond those budgeted.
- Preparation of permit applications or other permit assistance. If any permits are required, the City will prepare the necessary applications to procure them.
- Preparation of bid advertisement, advertisement of project, providing bid documents to bidders, maintaining plan holder list, distributing addenda, and preparing a tabulation of bids. These are responsibilities of the City.
- Bid services if the project is re-bid.
- Services during construction.

BUDGET SPREADSHEET

P.M.: Tom Giese
Date: 2/15/24

Project No.: _____
Project Name City of Marysville WWTP Chemical Tank Replacement Design and Bid Services

Task No.	Task Description	QA/QC <i>Ochiltree</i>		Proj. Manager <i>Giese</i>		Electrical Engr. <i>Palmatier</i>		Staff Engr. <i>Krishnamurthy</i>		CAD Drafter		CAD Manager <i>Osloe</i>		Project Admin <i>Coughlin</i>		Clerical/WP <i>McElwain</i>		Subconsultant		Total	
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Cost	10% Markup	Hours	Cost
1	Project Management and Quality Control																				
1.1	Project Setup, Invoicing, Communications, Coordination		\$0	12	\$3,180		\$0		\$0		\$0		\$0	9	\$1,260		\$0		\$0	21	\$4,440
1.2	Quality Control Review	6	\$1,650	4	\$1,060		\$0		\$0		\$0		\$0		\$0		\$0		\$0	10	\$2,710
2	Pre-Purchase Specification																				
2.1	Draft Specification and Online Meeting		\$0	8	\$2,120		\$0	8	\$1,360		\$0		\$0		\$0		\$0		\$0	16	\$3,480
2.2	Final Specification		\$0	2	\$530		\$0	2	\$340		\$0		\$0		\$0		\$0		\$0	4	\$870
3	Design Documents																				
3.1	Drawings		\$0	32	\$8,480	4	\$1,020	84	\$14,280	116	\$16,820	7	\$1,225		\$0		\$0		\$0	232	\$41,825
3.2	Specifications		\$0	42	\$11,130	4	\$1,020	59	\$10,030		\$0		\$0		\$0	15	\$2,025		\$0	116	\$24,205
3.3	Review Meeting		\$0	4	\$1,060		\$0	4	\$680		\$0		\$0		\$0		\$0		\$0	8	\$1,740
3.4	Verification Site Visit		\$0	6	\$1,590		\$0	6	\$1,020		\$0		\$0		\$0		\$0		\$0	12	\$2,610
4	Bid Support Services																				
4.1	Pre-Bid Meetings		\$0	12	\$3,180		\$0		\$0		\$0		\$0		\$0		\$0		\$0	12	\$3,180
4.2	Bidder Questions and Addenda		\$0	12	\$3,180		\$0	8	\$1,360		\$0		\$0		\$0		\$0		\$0	20	\$4,540
4.3	Bid Evaluation Assistance		\$0	2	\$530		\$0	2	\$340		\$0		\$0		\$0		\$0		\$0	4	\$870
TOTAL DIRECT LABOR		6	\$1,650	110	\$36,040	8	\$2,040	163	\$29,410	116	\$16,820	7	\$1,225	9	\$1,260	15	\$2,025	\$0	\$0	419	\$90,470
TOTAL REIMBURSABLE EXPENSES			\$462	(Mileage, reproductions, mailings)																	\$462.3
			Markup @ 10%																		\$46.2
TOTAL BUDGET																					\$90,979

EXHIBIT B
Subcontractors/Subconsultants

Below is a list of approved subcontractors/subconsultants. If left blank, there are no approved subcontractors or subconsultants.

NONE



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 23, 2025

SUBMITTED BY: City Attorney Jon Walker, Legal

ITEM TYPE: Ordinance

AGENDA SECTION: New Business

SUBJECT: An **Ordinance** Regarding Parking Time Regulations and Amending Section 11.08.170 of the Municipal Code

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

SUMMARY: The city imposes time limits for some on-street parking and in some city parking lots (typically parks). These time limits are intended to ensure that parking is available for persons wishing to patronize businesses or use city facilities. While the city has an ordinance section addressing "chain parking" (where an individual moves their vehicle a short distance to avoid the time limit) for city streets, it does not have a similar provision for city parking lots with a time limit. This ordinance would clarify that the time limit for city parking lots cannot be avoided by driving out of the lot and then returning to repark. It also authorizes impoundment for repeat violators.

ATTACHMENTS:
[Ordinance - Parking Time Limits.pdf](#)

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, REGARDING PARKING TIME REGULATIONS AND
AMENDING SECTION 11.08.170 OF THE MUNICIPAL CODE.**

WHEREAS, the City Council intends that there be adequate parking in the city for business patrons and people utilizing city parking lots; and

WHEREAS, limiting the time a vehicle may park on a street or in a city-owned parking lot is an appropriate method to ensure adequate parking; and

WHEREAS, parking tickets which impose a monetary fine may not be adequate to deter repeat offenders from violating time limits on parking; and

WHEREAS, public health, safety, and welfare is enhanced by making parking available for individuals patronizing businesses or using city facilities.

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

SECTION 1. Section 11.08.170 of the municipal code is amended as set forth in Exhibit A.

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

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

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

PASSED by the City Council and APPROVED by the Mayor this _____ day of June, 2025.

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

11.08.170 Moving and reparking vehicles to avoid time regulation.

(1) ~~No person shall move and repark~~ Moving and reparking a vehicle on either side of a street within the same block to avoid a parking time limit regulation specified for either side of the street in that particular block is a violation.

(2) Reparking a vehicle during the same calendar day in a city-owned parking lot to avoid a parking time limit regulation is a violation. A vehicle that was previously ticketed for this violation and is found to be violating this provision again, may be impounded.