

Marysville City Council Meeting

November 26, 2012

7:00 p.m.

City Hall

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Committee Reports

Presentations

- A. Employee Service Awards
- B. Volunteer of the Month
- C. New Honda Dealership in Marysville: Mike O'Brien

Audience Participation

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

[1. Approval of the November 5, 2012, City Council Work Session Minutes.](#)

Consent

[2. Approval of the November 5, 2012, Payroll in the Amount of \\$1,405,843.18; Paid by Check Number's 26040 through 26084.](#)

[3. Approval of the November 7, 2012, Claims in the Amount of \\$1,208,809.68; Paid by Check Number's 80667 through 80849 with Check Number's 76306 and 80588 Voided.](#)

[4. Approval of the November 14, 2012, Claims in the Amount of \\$2,000,403.08; Paid by Check Number's 80850 through 81001 with no Checks Voided.](#)

Review Bids

Public Hearings

New Business

[5. Residential Lease Agreement and Security Deposit Receipt with Tracey, Paige, and Garret Mackie for Mother Nature's Window Property Residence.](#)

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City Hall

6. Amended Snohomish County Human Services Grant Amendment to Provide Funds to Purchase New Countertops, Cabinet Door Fronts and Replacement Stripping the Kitchen Area of the Ken Baxter Community Center.

7. Supplemental Agreement No. 1 to the Professional Services Agreement with Kennedy/Jenks Consultants to Extend the Time for the Crown Pacific Site Brownfield Cleanup at No Cost.

8. Final Plat Approval of Meadows at Two Cedars Division 3.

9. IRU 30 Year Purchase Agreement for Fiber to Snohomish County from Black Rock Cable, Inc.

10. An **Ordinance** of the City Of Marysville, Washington Relating To The City's Comprehensive Plan; Amending the Comprehensive Plan By The Adoption of the Marysville, Lake Stevens and Lakewood School Districts' 2012 – 2017 Capital Facilities Plans as a Subelement of the City's Comprehensive Plan and Establishing the Adoption of Said Plan and the Collection and Imposition of School Impact Fees, Pursuant to the City's Annual Comprehensive Plan Amendment and Update Process.

11. An **Ordinance** of the City of Marysville, Washington, Amending the City's Municipal Code and Development Regulations by Amending Title 22G, Administration and Procedures, by Adding Section 22G.010.205, Expiration of Application; and Amending Section 22A.010.160 Of MMC Chapter 22A.010, General Administration, Related To Tracking Amendments To The City's Uniform Development Code.

12. An **Ordinance** of the City of Marysville, Washington, Amending the City's Municipal Code and Development Regulations by Amending Title 22G, Administration and Procedures, by Adding Chapter 22G.120, Site Plan Review; and Amending Section 22A.010.160 of MMC Chapter 22A.010, General Administration, Related to Tracking Amendments to the City's Uniform Development Code.

Legal

Mayor's Business

Staff Business

Call on Councilmembers

Executive Session

A. Litigation

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B. Personnel

C. Real Estate

Adjourn

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 days prior to the meeting date if any special accommodations are needed for this meeting.

Index #1

Work Session
November 5, 2012

Call to Order / Pledge of Allegiance

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

Roll Call

Chief Administrative Officer Hirashima gave the roll call. The following staff and councilmembers were in attendance.

Mayor: Jon Nehring

Council: Steve Muller, Carmen Rasmussen, Jeff Seibert, Michael Stevens, Rob Toyer, Jeff Vaughan, and Donna Wright

Absent: None

Also Present: Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Police Chief Rick Smith, City Attorney Grant Weed, Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, Recording Secretary Laurie Hugdahl.

Committee Reports - None

Presentations - None

Discussion Items

Approval of Minutes

1. Approval of the September 21, 2012, City Council Retreat Minutes.
2. Approval of the October 22, 2012, City Council Meeting Minutes.

Consent

3. Approval of the October 17, 2012, Claims in the Amount of \$2,734,183.55; Paid by Check Number's 80289 through 80403 with Check Number's 76886 and 79570 Voided.
4. Approval of the October 24, 2012, Claims in the Amount of \$358,241.43; Paid by Check Number's 80404 through 80528 with Check Number's 57324, 57585, 59146, 59633, 60886, 61370, 62714, 64263, 66627, 67034, 67276, 67654, 70656, and 71001 Voided.
5. Approval of the October 19, 2012, Payroll in the Amount of \$815,911.57; Paid by Check Number's 26006 through 26039.

Review Bids

6. Award Bid for the 83rd Avenue Water Main Contract Project.

Director Nielsen stated that Reece Construction looks like the apparent low bidder. There will be an updated agenda bill next week. The bid was for \$603,432.10 which is well below the engineer's estimate of \$868, 507.30.

Public Hearings

7. 2013 Proposed Budget (***will be held November 13, 2012***).

Mayor Nehring asked Council to provide staff with any requests or questions for the meeting next week.

CAO Gloria Hirashima referred to the increases in salaries and benefits in the budget. She clarified that this includes a contract adjustment for MPOA of 1% which is based on the contract that was signed in 2011. There is also a 2% adjustment for non-represented employees which is based on a performance pay concept which the City is pursuing. Councilmember Toyer asked how performance is measured. CAO Hirashima stated that they are still working out benchmarks for different departments and will be determining details of the implementation.

New Business

8. Interlocal Agreement with the City of Lynnwood for Electrical Inspection and Plan Review Services.

CAO Hirashima stated that this provides reciprocal backups for electrical inspectors with the City of Lynnwood.

Councilmember Seibert noted the travel distance that would be required of the inspectors and asked if this would be used for partial days or for full days. CAO Hirashima explained that it would be only for full days.

9. Washington Public Agency Contract Renewal with MRSC in the Amount of \$360.

Finance Director Langdon stated that this is the renewal with MRSC for the small works roster. This has been beneficial for the City.

10. Shasta Ridge PRD Phase 3 – Final Plat.

CAO Hirashima stated this is the final phase for Shasta Ridge.

11. A **Resolution** of the City of Marysville Adopting a City Vision Statement, Mission Statement, and Core Values Statement.

Mayor Nehring reminded the Council that this was discussed at the retreat awhile ago. It has also been discussed in detail with staff. He commented that the supervisor training was very beneficial; it is amazing how much the training centered on the topics covered here.

12. Elected Official ICS Training.

Legal

Mayor's Business

- There was a Coal Train Forum at Totem Middle School on October 30 put on by the Sierra Club. He was able to speak regarding the City's traffic problems.
- He, Kevin Nielsen, and Gloria Hirashima attended the Joint House-Senate Transportation Committee meeting on October 24 where Director Nielsen spoke regarding the need for funding for 116th. All indications were that it went very well.
- He thanked the council members and Chief Smith who attended the Raising the Hands ceremony last Friday night.
- There was a regional sex offender conference call with legislators. He was encouraged that there were legislators from all over on the call. There was an emphasis on getting broad-base support.
- There will be a ribbon cutting coming up for 51st and 156th.
- He received an email that the food bank brought in 6,063 pounds of food and \$1,200 in cash with the recent all-city food drive last weekend. It was an extremely successful effort.
- Lynn Schroeder will be retiring tomorrow. She will be greatly missed.

Staff Business

Director Nielsen:

- The 51st Avenue ribbon cutting will be held this Friday at 2:30. The road is open, but the poles won't be finished until January or February.
- 156th ribbon cutting will probably be the week before Thanksgiving. More information will be coming.
- He encouraged everyone to drive by Geddes Marina to see the changes.
- Staff met with the executive director for freight mobility on the 116th interchange.

Chief Smith reported that the SODA Ordinance paperwork is all done. The Police Department has finished all the internal process issues and will notify Council if any actions are taken.

Jim Ballew:

- The PRI Initiative was officially funded at the school district. They now have the ability to bring back drug and alcohol counseling into the schools with funding of \$500,000 over the next three years. He commended the Marysville Together Coalition for working with the school district on this.
- The City of Marysville and the City of Everett will be cohosting the Washington Recreation and Park Association Mid-Year Conference at Comcast Arena. There are 250 delegates expected.
- The food drive went very well.

Kristie Guy commented that she enjoyed her volunteer stint with the food drive.

Sandy Langdon:

- She partnered with Kristie Guy for the food drive at QFC. It was very encouraging.
- The Marysville Information Retrieval System is up and running now. There have been some issues with links, but they will be fixed next week.
- The auditors are still behind, but have asked some questions in their response letter to which the City has responded.

Grant Weed gave an update on the SODA order. Everything is in place to be able to implement the ordinance. The Council will be advised as it is implemented.

Gloria Hirashima had no comments.

Call on Councilmembers

Rob Toyer had no comments.

Steve Muller reported that Walt Taubeneck passed away. He was a long-time resident and will be missed greatly.

Donna Wright:

- She was pleased that there seemed to be a number of sponsors on the conference call. What they are proposing is enough of a change to meet the City's needs.
- She was with the Soroptomists at the food drive; people were very generous with food and money. Now the emphasis will be on a toy drive for Christmas. She noted that other community groups are also helping out the food bank. First Assembly had a food drive in conjunction with their Halloween carnival where they raised over 5000 pounds of food as well as cash.

Jeff Seibert thanked Chief Smith and Grant Weed for the update on the SODA ordinance.

Michael Stevens expressed appreciation for support of the RSO issue. He thanked the police department for their excellent response to an issue on Sunnyside. Mayor Nehring commended Lt. Rasmussen for his outstanding work on that issue. Chief Smith gave an additional update to the situation.

Carmen Rasmussen:

- Thanks to Director Nielsen for all of his persistence on 51st. It will be nice to be able to cut the ribbon on that.
- She acknowledged the great work that Lynn Schroeder has done. She appreciates her cheerfulness and professionalism and will miss her.

Jeff Vaughan had no comments.

Executive Session

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

Adjourn

Seeing no further business Mayor Nehring adjourned the meeting at 7:30 p.m.

Approved this _____ day of _____, 2012.

Mayor
Jon Nehring

April O'Brien
Deputy City Clerk

Index #2

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 26, 2012

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

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the November 5, 2012 payroll in the amount \$1,405,843.18 Check No.'s 26040 through 26084.

COUNCIL ACTION:

Index #3

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 26, 2012

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

Please see attached.

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the **November 7, 2012** claims in the amount of **\$1,208,809.68** paid by **Check No.'s 80667 through 80849 with Check No.'s 76306 and 80588 voided.**

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-11

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$1,208,809.68 PAID BY CHECK NO.'S 80667 THROUGH 80849 WITH NO CHECK NO.'S 76306 and 80588 VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

AUDITING OFFICER

DATE

MAYOR

DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **7TH DAY OF NOVEMBER 2012.**

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 11/1/2012 TO 11/7/2012

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
80667	39TH LEGISLATIVE DIS	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
80668	ABELL, NANCY	REIMBURSE WELLNESS EXPENSE	PERSONNEL ADMINISTRATIO	25.00
	ABELL, NANCY	REIMBURSE SHIPPING AND FOOD EX	EXECUTIVE ADMIN	26.62
	ABELL, NANCY		EXECUTIVE ADMIN	160.62
80669	ADKINSON, RANAE	JURY DUTY	COURTS	11.65
80670	ADVANTAGE BUILDING S	EXTRA CLEANING HOURS-KBSC	COMMUNITY CENTER	200.00
80671	ALBER, JOANNE	UB 830930453001 7221 67TH AVE	WATER/SEWER OPERATION	129.48
80672	ALMOND, RALPH	JURY DUTY	COURTS	11.11
80673	AMSAN SEATTLE	DEGREASER	ER&R	201.96
80674	APPLIED CONCEPTS INC	LIDAR	POLICE PATROL	5,094.43
80675	ARAMARK UNIFORM	UNIFORM SERVICE	MAINTENANCE	10.86
	ARAMARK UNIFORM		EQUIPMENT RENTAL	22.87
	ARAMARK UNIFORM		EQUIPMENT RENTAL	34.05
	ARAMARK UNIFORM		EQUIPMENT RENTAL	38.93
80676	ARLINGTON, CITY OF	SURFACE WATER REVENUE BILLING-	WATER/SEWER OPERATION	25,090.22
80677	AUSTRIA, RANDY	REFUND CLASS FEES	PARKS-RECREATION	70.00
80678	BAUER, CRAIG	JURY DUTY	COURTS	11.11
80679	BERG, DONNA		COURTS	16.66
80680	BERSCHAUER PHILLIPS	HYDRANT METER REFUND	WATER/SEWER OPERATION	1,093.35
80681	BICKFORD FORD	ENGINE COOLING FAN AND MOTOR	EQUIPMENT RENTAL	363.47
80682	BLUMENTHAL UNIFORMS	UNIFORM-GEORGE	OFFICE OPERATIONS	109.58
	BLUMENTHAL UNIFORMS	VEST-IRVIN	DETENTION & CORRECTION	1,140.30
	BLUMENTHAL UNIFORMS	VEST-SWICK	DETENTION & CORRECTION	1,140.30
	BLUMENTHAL UNIFORMS	VEST-DERUSHE	DETENTION & CORRECTION	1,175.60
80683	BSN SPORTS, INC	SOCCER NETS (6)	RECREATION SERVICES	758.64
80684	BUELL, DOUG	REIMBURSE PHOTO, BOOK AND GIFT	EXECUTIVE ADMIN	67.49
	BUELL, DOUG		PERSONNEL ADMINISTRATIO	79.99
80685	BUSINESS & LEGAL REP	2013 HR LAWS	PERSONNEL ADMINISTRATIO	1,050.00
80686	CARD, MICHAEL	REFUND CLASS FEES	PARKS-RECREATION	75.00
80687	CARRS ACE	MINERAL SPIRIT	SEWER LIFT STATION	8.68
	CARRS ACE	SOAP	WASTE WATER TREATMENT	9.75
	CARRS ACE	HORNET SPRAY	ROADWAY MAINTENANCE	10.84
	CARRS ACE	PAINT	SOLID WASTE OPERATIONS	103.73
80688	CASCADE SIGNAL CORP	CFM TEST DIODE CARD	TRANSPORTATION MANAGEN	279.41
80689	CASE POWER & EQUIP	ROLL PINS	EQUIPMENT RENTAL	91.62
80690	CEASE FIRE LLC	SALES TAX OWED PER INV 9-2412-	CENTRAL SERVICES	1,089.96
80691	CHAMPION BOLT	PULL TIES, SCREWS AND FITTINGS	WASTE WATER TREATMENT	81.92
80692	CHENNAULT, KARI	REIMBURSE PARKING EXPENSE	STORM DRAINAGE	12.00
80693	CHRISTOFFERSON, LIND	REFUND CLASS FEES	PARKS-RECREATION	80.00
80694	CLEAN CUT	TREE REMOVAL-169TH AND 25TH AV	ROADSIDE VEGETATION	352.95
	CLEAN CUT	TREE REMOVAL-EDWARDS SPRINGS	SOURCE OF SUPPLY	380.10
80695	CLEAR IMAGE PHOTOGRA	INSTRUCTOR SERVICES	RECREATION SERVICES	140.00
80696	COMMERCIAL FIRE	SERVICE FIRE EXTINGUISHER	ER&R	68.76
80697	COOP SUPPLY	RINGS	MAINT OF GENL PLANT	3.25
	COOP SUPPLY	CABLE FASTENERS	STORM DRAINAGE	12.12
	COOP SUPPLY	SCREWS, CLAMPS AND TEES	WASTE WATER TREATMENT	30.03
	COOP SUPPLY	WIRE AND TEE POSTS	STORM DRAINAGE	81.35
	COOP SUPPLY	TUBING AND HOSE	WASTE WATER TREATMENT	162.86
80698	COPART AUTO AUCTIONS	HYDRANT METER REFUND	WATER/SEWER OPERATION	425.00
80699	CORNWELL TOOLS	LOCK A SOCKET TRAY	STORM DRAINAGE	59.73
80700	DARLING, BUD & SCOTT	RECOVERY CONTRACT #253-SEWER	WATER/SEWER OPERATION	2,560.59
80701	DELL	IT VIRTUAL HARDWARE REPLACEMEN	IS REPLACEMENT ACCOUNTS	608.14
	DELL	NEW MDC'S FOR PATROL	POLICE ADMINISTRATION	4,850.78
80702	DIAMOND B CONSTRUCT	COMPRESSOR REPLACEMENT	PUBLIC SAFETY FAC-GENL	6,311.45
80703	DICKS TOWING	TOWING EXPENSE	EQUIPMENT RENTAL	70.59
80704	DUNLAP INDUSTRIAL	CLUTCH PULLEY ASSEMBLY	EQUIPMENT RENTAL	182.36
80705	DUNSHEE, CARRIE	REFUND SECURITY DEPOSIT	GENERAL FUND	200.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 11/1/2012 TO 11/7/2012

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
80730	GLORIA JEANE HAULING	43RD AVE GRINDING	ROADWAY MAINTENANCE	1,650.00
	GLORIA JEANE HAULING	GRINDING 8600 BLOCK OF 79TH ST	SEWER MAIN COLLECTION	1,650.00
80731	GOLF SCORECARDS INC	SCORECARDS	GOLF COURSE	-53.03
	GOLF SCORECARDS INC		PRO-SHOP	669.58
80732	GRAINGER	COMPRESSOR MOTOR PARTS	MAINTENANCE	235.47
80733	GRANDLUND, DAVID	JURY DUTY	COURTS	10.00
80734	GRANITE CONST	ASPHALT	STORM DRAINAGE	2,611.76
80735	GREENSHIELDS	REPLACEMENT BITS	WASTE WATER TREATMENT	37.67
	GREENSHIELDS	WWTP SUPPLIES	WASTE WATER TREATMENT	67.69
	GREENSHIELDS	TAP AND DIE SET	WASTE WATER TREATMENT	308.49
80736	GRIFFEN, CHRIS	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	150.00
80737	HARBOR MARINE MAINT.	SHIFTING CABLES AND MISC SUPPL	WASTE WATER TREATMENT	36.88
	HARBOR MARINE MAINT.	SHIFTING CABLES ANS MISC SUPPL	WASTE WATER TREATMENT	73.39
80738	HARRINGTON INDUST.	SUPPLIES FOR EDWARD SPRINGS TR	WATER QUAL TREATMENT	86.82
80739	HD FOWLER COMPANY		WATER QUAL TREATMENT	10.03
	HD FOWLER COMPANY	PIPE CUTTER	WATER QUAL TREATMENT	77.54
	HD FOWLER COMPANY	MECHANICAL PLUG	STORM DRAINAGE	264.87
	HD FOWLER COMPANY	PVC PIPE	WASTE WATER TREATMENT	993.91
	HD FOWLER COMPANY	WATER METERS (2)	WATER CROSS CNTL	1,190.19
80740	HOME DEPOT	SAW BLADE, STACKED DADO AND CO	PARK & RECREATION FAC	121.53
80741	HUNT, CARRIE	REFUND CLASS FEES	PARKS-RECREATION	20.00
80742	INSTITUTE OF TRANS	TRIP GENERATION MANUAL-CD	GENERAL FUND	-38.53
	INSTITUTE OF TRANS		COMMUNITY DEVELOPMENT-	486.53
80743	IRON MOUNTAIN	4 MAN ROCK	STORM DRAINAGE	1,490.46
	IRON MOUNTAIN		STORM DRAINAGE	2,319.42
	IRON MOUNTAIN		STORM DRAINAGE	3,302.80
80744	JET PLUMBING	REPAIR JAIL FACILITY	PUBLIC SAFETY FAC-GENL	135.75
80745	JOHNSON, BRITNEY	JURY DUTY	COURTS	12.75
80746	KANTOR, DORON DC	INSTRUCTOR SERVICES	COMMUNITY CENTER	42.00
	KANTOR, DORON DC		COMMUNITY CENTER	50.40
	KANTOR, DORON DC		COMMUNITY CENTER	67.20
	KANTOR, DORON DC		COMMUNITY CENTER	189.00
80747	KEELEY, SEAN		COMMUNITY CENTER	126.00
80748	KENWORTH NORTHWEST	CREDIT-SWITCH RETURNED	EQUIPMENT RENTAL	-16.95
	KENWORTH NORTHWEST	LOW AIR PRESSURE BUZZER	EQUIPMENT RENTAL	16.95
	KENWORTH NORTHWEST	LOW AIR PRESSURE SWITCH	EQUIPMENT RENTAL	17.15
80749	KUPRIYANOVA, SVETLAN	INTERPRETER SERVICES	COURTS	150.00
80750	LAKE INDUSTRIES	FILL HAULED IN (50 YDS)	STORM DRAINAGE	250.00
80751	LAKE STEVENS SCHOOL	MITIGATION FEES-10/12	SCHOOL MIT FEES	45,402.00
80752	LANDER, ROSALEE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
80753	LANDRY, TAMMY	REFUND CLASS FEES	PARKS-RECREATION	75.00
80754	LASTING IMPRESSIONS	WOOL HATS EMBROIDERED W/LOGO	ER&R	237.27
80755	LAW ENFORCEMENT TARG	POLICE TARGETS	GENERAL FUND	-23.73
	LAW ENFORCEMENT TARG		POLICE TRAINING-FIREARMS	299.67
80756	LES SCHWAB TIRE CTR	TRAILER WHEEL	EQUIPMENT RENTAL	46.82
80757	LICENSING, DEPT OF	DRAGOVICH, ANDREA (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	GRIBBON, ANDREA (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MC CLINTON, GERALD (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MORLEY, DONALD (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MURPHY, MICHAEL (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	SHELBY, JEFFREY (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	WEAVER, GAIL (ORIGINAL)	GENERAL FUND	18.00
80758	LOWES HIW INC	UTILITY KNIFE AND CONTRACTORS	ROADWAY MAINTENANCE	24.70
	LOWES HIW INC	MISC SUPPLIES-PARKS MAINT PROJ	PARK & RECREATION FAC	65.55
	LOWES HIW INC	SUPPLIES FOR EDWARD SPRING TRA	WATER QUAL TREATMENT	123.74
	LOWES HIW INC	SUPPLIES FOR PROPANE TANK FILL	GENERAL SERVICES - OVERT	163.69
	LOWES HIW INC	MISC SUPPLIES-PARKS MAINT PROJ	PARK & RECREATION FAC	465.29

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 11/1/2012 TO 11/7/2012**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
80759	MARYSVILLE FIRE DIST	FIRE CONTROL/EMERGENCY AID SRV	FIRE-GENL	198,676.75
	MARYSVILLE FIRE DIST		FIRE-GENL	596,030.26
80760	MARYSVILLE PRINTING	POSTERS LAMINATED	MAINTENANCE	21.72
	MARYSVILLE PRINTING	ANIMAL LICENSING FORMS	COMMUNITY DEVELOPMENT-	91.31
	MARYSVILLE PRINTING	ENVELOPES	UTILITY BILLING	128.15
	MARYSVILLE PRINTING		MUNICIPAL COURTS	134.49
80761	MARYSVILLE SCHOOL	MITIGATION FEES-10/12	SCHOOL MIT FEES	42,630.00
80762	MARYSVILLE, CITY OF	UTILITY CHARGES-15601 SM PT BL	ROADS/STREETS CONSTRUC	49.22
	MARYSVILLE, CITY OF	UTILITY CHARGES-7115 GROVE ST	MAINTENANCE	305.30
	MARYSVILLE, CITY OF	UTILITY CHARGES-7007 GROVE ST	MAINTENANCE	1,083.98
	MARYSVILLE, CITY OF	UTILITY CHARGES-6810 84TH ST N	MAINTENANCE	7,350.79
80763	MCCAIN TRAFFIC SPLY	CONFLICT MONITOR REPLACEMENT C	TRANSPORTATION MANAGEM	228.06
	MCCAIN TRAFFIC SPLY	TRAFFIC SIGNAL CONTROLLER PART	TRANSPORTATION MANAGEM	703.73
80764	MCCLURG, JOHN	JURY DUTY	COURTS	11.11
80765	MCGEHEE, MARILLYN	REFUND CLASS FEES	PARKS-RECREATION	70.00
80766	MEGAPATH CORPORATION	INTERNET SERVICES	COMPUTER SERVICES	263.83
80767	METCALF, SHELLEY	INSTRUCTOR SERVICES	RECREATION SERVICES	495.36
80768	MIRANDA, AMELIA	LUNCH-SUPERVISOR TRAINING	EXECUTIVE ADMIN	166.00
80769	MOORE MEDICAL CORP	GLOVES	GENERAL FUND	-7.10
	MOORE MEDICAL CORP		POLICE PATROL	89.57
80770	MOORE, DIANE	JURY DUTY	COURTS	13.30
80771	MORRISON, ALLISON	REIMBURSE MILEAGE	MUNICIPAL COURTS	36.09
80772	MORRISON, RYAN	REIMBURSE POKER WALK EXPENSE	PERSONNEL ADMINISTRATIO	24.00
80773	NACM	NACM MEMBERSHIP	MUNICIPAL COURTS	125.00
80774	NEARMAN, JESSICA	JURY DUTY	COURTS	13.30
80775	NEXTEL	ACCT #130961290	WATER FILTRATION PLANT	60.40
	NEXTEL		SEWER LIFT STATION	60.41
80776	NORTH COUNTY OUTLOOK	HOLIDAY BIZARRE AD	COMMUNITY CENTER	98.00
80777	NORTHEAST WISCONSIN	TASER TRAINING	POLICE PATROL	175.00
80778	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WATER FILTRATION PLANT	1,164.19
	NORTHSTAR CHEMICAL		WASTE WATER TREATMENT	3,674.21
80779	NPELRA	2013 MEMBERSHIP DUES	PERSONNEL ADMINISTRATIO	200.00
80780	OFFICE DEPOT	OFFICE SUPPLIES	PARK & RECREATION FAC	8.44
	OFFICE DEPOT		UTIL ADMIN	27.88
	OFFICE DEPOT		ENGR-GENL	32.47
	OFFICE DEPOT		POLICE INVESTIGATION	51.91
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	57.75
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	210.36
	OFFICE DEPOT		POLICE PATROL	268.16
80781	OLASON, MONICA	INSTRUCTOR SERVICES	RECREATION SERVICES	120.00
	OLASON, MONICA		RECREATION SERVICES	144.00
	OLASON, MONICA		RECREATION SERVICES	151.20
	OLASON, MONICA		RECREATION SERVICES	184.80
80782	ORBIT ENTERPRISES,IN	SEMI-ANNUAL HOSTING, EMAIL AND	PRO-SHOP	900.00
80783	OSBORN CONSULTING	PROFESSIONAL SERVICES	SURFACE WATER CAPITAL PI	9,493.89
80784	OTAK		SURFACE WATER CAPITAL PI	11,517.50
80785	PACIFIC POWER BATTER	BATTERIES	LIBRARY-GENL	71.20
	PACIFIC POWER BATTER	CABLE, CLAMPS AND LUGS	EQUIPMENT RENTAL	142.93
	PACIFIC POWER BATTER	BATTERIES	WASTE WATER TREATMENT	289.53
80786	PACIFIC POWER PROD.	SCREENS-GOLF COURSE	MAINTENANCE	70.91
	PACIFIC POWER PROD.	MOWER PARTS	ROADSIDE VEGETATION	85.52
	PACIFIC POWER PROD.	WHEEL ASSEMBLY	PARK & RECREATION FAC	96.12
	PACIFIC POWER PROD.	PINS AND TINES	PARK & RECREATION FAC	259.26
80787	PARTS STORE, THE	FILTERS	ER&R	29.00
	PARTS STORE, THE	OIL FILTERS AND GLASS CLEANER	ER&R	146.78
80788	PEACE OF MIND	MINUTE TAKING SERVICE	CITY CLERK	241.80
80789	PEAVEY,LYNN COMPANY	EVIDENCE SUPPLIES	POLICE PATROL	232.08

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 11/1/2012 TO 11/7/2012

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
80790	PELTONEN, KENNETH	JURY DUTY	COURTS	21.00
80791	PETERSON, ROSEMARY	REFUND CLASS FEES	PARKS-RECREATION	70.00
80792	PETROCARD SYSTEMS	FUEL CONSUMED	STORM DRAINAGE	105.32
	PETROCARD SYSTEMS		BUILDING MAINTENANCE	146.87
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	312.69
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	587.39
	PETROCARD SYSTEMS		ENGR-GENL	687.14
	PETROCARD SYSTEMS		PARK & RECREATION FAC	1,266.62
	PETROCARD SYSTEMS		GENERAL SERVICES - OVERH	2,624.54
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	4,269.16
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	6,270.08
	PETROCARD SYSTEMS		POLICE PATROL	8,410.10
80793	PETTY CASH- FINANCE	RECORDING FEES	CITY CLERK	129.00
80794	PIETSCH, CAROL	JURY DUTY	COURTS	13.85
80795	PITT, HAL	SUPERVISORS TRAINING	EXECUTIVE ADMIN	1,500.00
80796	PLATT	LAMPS, TAPE AND RECEPICAL	SEWER LIFT STATION	38.52
	PLATT	TIMER	PUMPING PLANT	96.31
80797	POLLARDWATER.COM	DIFFUSER AND PIVOT GAUGE	WATER DIST MAINS	996.25
80798	PUBLIC SAFETY TESTIN	SUBSCRIPTION FEES	PERSONNEL ADMINISTRATIO	800.00
80799	PUD	ACCT #2004-9950-7	PARK & RECREATION FAC	81.63
	PUD	ACCT #2008-0070-4	STREET LIGHTING	89.27
	PUD	ACCT #2008-1280-8	PUMPING PLANT	451.76
	PUD	ACCT #2024-6155-4	SEWER LIFT STATION	538.91
80800	PUD	ELECTRICAL CONNECTION	STREET LIGHTING	118.00
80801	PUGET SOUND SECURITY	DUPLICATE KEYS	POLICE PATROL	7.05
80802	R&D PARK CREEK LLC	RECOVERY CONTRACT #253-SEWER	WATER/SEWER OPERATION	2,560.59
80803	RAMSEY, GROVER	JURY DUTY	COURTS	15.50
80804	RICKER, KIM	REIMBURSE MILEAGE	MUNICIPAL COURTS	27.58
80805	ROBBINS, TAMARA	INSTRUCTOR SERVICES	COMMUNITY CENTER	300.37
80806	RUSDEN, JOHN	PROTEM SERVICE	MUNICIPAL COURTS	740.00
80807	SALINAS, DOUGLAS	REFUND CLASS FEES	PARKS-RECREATION	80.00
80808	SCHULTZ, DAVID	JURY DUTY	COURTS	13.30
80809	SCIENTIFIC SUPPLY	WWTP LAB SUPPLIES	WASTE WATER TREATMENT	213.61
80810	SCRIVEN, HOLLY	JURY DUTY	COURTS	12.20
80811	SEA-ALASKA INDUSTRIA	TORNADO AERATOR MOTOR	WASTE WATER TREATMENT	1,371.97
80812	SEVERSON, KELLY	UTILITY TAX REBATE	NON-DEPARTMENTAL	52.66
80813	SHANKLE, CRAIG	INSTRUCTOR SERVICES	COMMUNITY CENTER	56.00
80814	SMITH BROTHERS	CARPET CLEANING	PARK & RECREATION FAC	288.30
80815	SMOKEY POINT CONCRET	PIT RUN	SOURCE OF SUPPLY	592.96
80816	SNO CO PUBLIC WORKS	TRANMISSION REPLACEMENT	EQUIPMENT RENTAL	3,776.90
80817	SOUND POWER	CHAINS FOR CHAINSAWS	WATER DIST MAINS	81.42
80818	SOUND SAFETY	JEANS CREDIT-ROSE	SOLID WASTE OPERATIONS	-47.23
	SOUND SAFETY	JEANS-KINNEY, H	TRANSPORTATION MANAGEM	44.76
	SOUND SAFETY	JEANS-ROSE	SOLID WASTE OPERATIONS	46.97
	SOUND SAFETY	GAS AND VAPOR CARTRIDGE	WATER QUAL TREATMENT	52.96
	SOUND SAFETY	EARPLUGS	ER&R	84.65
	SOUND SAFETY	JEANS-ROSE	SOLID WASTE OPERATIONS	140.91
	SOUND SAFETY	BOOTS-GILBERT	UTIL ADMIN	166.53
	SOUND SAFETY	GLOVES	ER&R	172.68
	SOUND SAFETY	TEAM MARYSVILLE SHIRTS	ER&R	238.92
80819	SOUTHERN, RONALD	JURY DUTY	COURTS	13.30
80820	SPIKES GOLF SUPPLIES	TEES AND RETRIEVER	GOLF COURSE	242.92
80821	SPRINGBROOK NURSERY	ASPHALT HAULING	ROADWAY MAINTENANCE	862.50
	SPRINGBROOK NURSERY		ROADWAY MAINTENANCE	1,725.00
80822	ST. PHILLIPS EPISCOP	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
80823	STOKEN, WILLIAM	UB 060200000000 5513 91ST PL N	WATER/SEWER OPERATION	103.73
80824	SUMMIT LAW GROUP, LL	PROFESSIONAL SERVICES	PERSONNEL ADMINISTRATIO	402.76

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 11/1/2012 TO 11/7/2012

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
80825	SWICK-LAFAVE, JULIE	REIMBURSE JAIL SUPPLIES	DETENTION & CORRECTION	310.50
80826	SYNSTEBY, CHRISTY	REFUND CLASS FEES	PARKS-RECREATION	20.00
80827	T & A SUPPLY CO INC	CARPET REMOVAL	PUBLIC SAFETY FAC-GENL	90.33
80828	THERIAULT, MELISSA	JURY DUTY	COURTS	11.65
80829	TIM'S BACKFLOW TEST	BACK FLOW TESTING	PARK & RECREATION FAC	30.00
80830	TITLEIST	WEDGES	GOLF COURSE	322.96
	TITLEIST	GOLF BALLS	GOLF COURSE	1,538.34
80831	TRACEYS HOUSEKEEPING	CLEANING AT MOTHER NATURES WIN	PARK & RECREATION FAC	60.00
80832	TULALIP CHAMBER	10/26/12 BUSINESS BEFORE HOURS	CITY COUNCIL	23.00
	TULALIP CHAMBER		EXECUTIVE ADMIN	46.00
80833	ULTRA ELECTRIC LLC	EXTEND CONDUIT	PUBLIC SAFETY FAC-GENL	135.76
80834	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	11.22
80835	USA BLUEBOOK	SUPPLIES FOR EDWARD SPRINGS TR	WATER QUAL TREATMENT	373.16
80836	VERIZON/FRONTIER	AMR LINES	METER READING	439.82
80837	VERIZON/FRONTIER	LONG DISTANCE CHARGES	CRIME PREVENTION	0.01
	VERIZON/FRONTIER		SOLID WASTE CUSTOMER E>	0.02
	VERIZON/FRONTIER		YOUTH SERVICES	0.14
	VERIZON/FRONTIER		BUILDING MAINTENANCE	0.23
	VERIZON/FRONTIER		PURCHASING/CENTRAL STOF	0.25
	VERIZON/FRONTIER		ANIMAL CONTROL	0.34
	VERIZON/FRONTIER		RECREATION SERVICES	0.58
	VERIZON/FRONTIER		CITY CLERK	1.16
	VERIZON/FRONTIER		LEGAL-GENL	1.46
	VERIZON/FRONTIER		FINANCE-GENL	1.81
	VERIZON/FRONTIER		EQUIPMENT RENTAL	1.85
	VERIZON/FRONTIER		GOLF ADMINISTRATION	2.74
	VERIZON/FRONTIER		PERSONNEL ADMINISTRATIO	3.12
	VERIZON/FRONTIER		COMMUNITY CENTER	3.56
	VERIZON/FRONTIER		STORM DRAINAGE	3.76
	VERIZON/FRONTIER		WASTE WATER TREATMENT	5.07
	VERIZON/FRONTIER		GENERAL SERVICES - OVERF	6.58
	VERIZON/FRONTIER		DETENTION & CORRECTION	7.74
	VERIZON/FRONTIER		UTILITY BILLING	7.89
	VERIZON/FRONTIER		POLICE ADMINISTRATION	8.03
	VERIZON/FRONTIER		UTIL ADMIN	8.35
	VERIZON/FRONTIER		EXECUTIVE ADMIN	8.68
	VERIZON/FRONTIER		LEGAL - PROSECUTION	8.73
	VERIZON/FRONTIER		PARK & RECREATION FAC	8.98
	VERIZON/FRONTIER		ENGR-GENL	10.56
	VERIZON/FRONTIER		COMPUTER SERVICES	11.00
	VERIZON/FRONTIER		MUNICIPAL COURTS	12.11
	VERIZON/FRONTIER		POLICE PATROL	13.25
	VERIZON/FRONTIER		OFFICE OPERATIONS	14.85
	VERIZON/FRONTIER		POLICE INVESTIGATION	17.42
	VERIZON/FRONTIER		COMMUNITY DEVELOPMENT-	30.04
80838	VERIZON/FRONTIER	ACCT #36065173190324995	TRAFFIC CONTROL DEVICES	50.71
	VERIZON/FRONTIER	ACCT #36065726090519995	TRAFFIC CONTROL DEVICES	53.08
	VERIZON/FRONTIER	PRINTER/COPIER RENTAL	ENGR-GENL	53.51
	VERIZON/FRONTIER		POLICE ADMINISTRATION	53.51
	VERIZON/FRONTIER		POLICE PATROL	53.51
	VERIZON/FRONTIER		ADMIN FACILITIES	53.51
	VERIZON/FRONTIER		COMMUNICATION CENTER	53.51
	VERIZON/FRONTIER		LIBRARY-GENL	53.51
	VERIZON/FRONTIER		GENERAL SERVICES - OVERF	53.51
	VERIZON/FRONTIER	ACCT #36065771080927115	STREET LIGHTING	54.08
	VERIZON/FRONTIER	ACCT #36065943981121075	PUBLIC SAFETY FAC-GENL	105.78
	VERIZON/FRONTIER	PRINTER/COPIER RENTAL	COMMUNITY DEVELOPMENT-	107.01

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 11/1/2012 TO 11/7/2012

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
80838	VERIZON/FRONTIER	PRINTER/COPIER RENTAL	DETENTION & CORRECTION	107.01
	VERIZON/FRONTIER		OFFICE OPERATIONS	107.01
	VERIZON/FRONTIER		COMMUNITY CENTER	107.01
	VERIZON/FRONTIER		GOLF ADMINISTRATION	107.01
	VERIZON/FRONTIER		GOLF ADMINISTRATION	107.01
	VERIZON/FRONTIER	ACCT #36065340280125085	ADMIN FACILITIES	108.54
	VERIZON/FRONTIER	PRINTER/COPIER RENTAL	UTILITY BILLING	160.52
	VERIZON/FRONTIER		WASTE WATER TREATMENT	214.03
	VERIZON/FRONTIER		PARK & RECREATION FAC	267.54
	VERIZON/FRONTIER		UTIL ADMIN	349.03
80839	WATT, DENNI	JURY DUTY	COURTS	12.75
80840	WAXIE SANITARY SUPPL	JANITORIAL SUPPLIES	PARK & RECREATION FAC	518.09
80841	WEST PAYMENT CENTER	WA COURT RULES	LEGAL - PROSECUTION	183.54
	WEST PAYMENT CENTER	WA COURT RULES (2)	MUNICIPAL COURTS	561.48
80842	WESTERGAARD, CINDY	JURY DUTY	COURTS	10.55
80843	WESTERN PETERBILT	TIE ROD ENDS	EQUIPMENT RENTAL	126.21
80844	WHITFIELDS UNITED	BOND FOR JUDGE TOWERS	MUNICIPAL COURTS	100.00
80845	WILSON-SIMON, DIANE	JURY DUTY	COURTS	17.15
80846	WOOD, LISA	INSTRUCTOR SERVICES	RECREATION SERVICES	162.00
80847	WSCPA	VOLUNTEER DUES	POLICE PATROL	10.00
80848	WWGCSA	2012 DUES-HARPRING	MAINTENANCE	225.00
80849	ZAINFELD, EDWARD	JURY DUTY	COURTS	11.65

REASON FOR VOIDS:
 INITIATOR ERROR
 WRONG VENDOR
 CHECK LOST/DAMAGED IN MAIL
 UNCLAIMED PROPERTY

WARRANT TOTAL: **1,209,805.79**
 LESS VOIDED CHECKS:
 CHECK # 76306 CHECK LOST IN MAIL (52.66)
 CHECK # 80588 INITIATOR ERROR (943.45)

WARRANT TOTAL: **1,208,809.68**

Index #4

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 26, 2012

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

Please see attached.

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the **November 14, 2012** claims in the amount of **\$2,000,403.08** paid by **Check No.'s 80850 through 81001 with no Check No.'s voided.**

COUNCIL ACTION:

BLANKET CERTIFICATION

CLAIMS
FOR
PERIOD-11

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$2,000,403.08 PAID BY CHECK NO.'S 80850 THROUGH 81001 WITH NO CHECK NO.'S VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

AUDITING OFFICER

DATE

MAYOR

DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **14TH DAY OF NOVEMBER 2012.**

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 11/8/2012 TO 11/14/2012

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
80850	ADVANCED POWER, LLC	CEDARCREST RESERVOIR DIAGNOSIS	PUMPING PLANT	3,296.38
80851	ADVANTAGE BUILDING S	JANITORIAL SERVICES	WATER FILTRATION PLANT	43.33
	ADVANTAGE BUILDING S		MAINT OF GENL PLANT	77.92
	ADVANTAGE BUILDING S		COMMUNITY CENTER	383.18
	ADVANTAGE BUILDING S		WASTE WATER TREATMENT	463.65
	ADVANTAGE BUILDING S		ADMIN FACILITIES	619.00
	ADVANTAGE BUILDING S		PUBLIC SAFETY FAC-GENL	695.75
	ADVANTAGE BUILDING S		PARK & RECREATION FAC	829.30
	ADVANTAGE BUILDING S		COURT FACILITIES	1,091.50
	ADVANTAGE BUILDING S		UTIL ADMIN	1,185.92
80852	AFTS	REMITTANCE PROCESSING-OCT 2012	UTILITY BILLING	862.06
	AFTS	WEB PAYMENT PROCESSING-OCT 201	UTILITY BILLING	888.25
	AFTS	BILL PRINTING SERVICES-OCT 201	UTILITY BILLING	7,720.08
80853	AMERICAN CLEANERS	DRY CLEANING	POLICE PATROL	13.02
	AMERICAN CLEANERS		OFFICE OPERATIONS	43.44
	AMERICAN CLEANERS		DETENTION & CORRECTION	49.92
	AMERICAN CLEANERS		POLICE ADMINISTRATION	65.42
	AMERICAN CLEANERS		POLICE INVESTIGATION	111.75
80854	AMERICAN SOCCER COMP	MESH BALL BAGS (10)	GENERAL FUND	-4.94
	AMERICAN SOCCER COMP		RECREATION SERVICES	62.34
80855	AMSAN SEATTLE	JANITORIAL SUPPLIES	SOLID WASTE OPERATIONS	142.13
80856	ANDES LAND SURVEY	PROFESSIONAL SERVICES ROW 4917	ENGR-GENL	700.00
80857	APPLIED CONCEPTS INC	RADAR TRAILER	POLICE PATROL	9,604.58
80858	ARAMARK UNIFORM	UNIFORM SERVICE	EQUIPMENT RENTAL	19.98
	ARAMARK UNIFORM		EQUIPMENT RENTAL	20.09
80859	ATKINSON CONSTRUCTIO	PAY ESTIMATE #15	ROADS/STREETS CONSTRUCT	703,152.78
80860	BEN MEADOWS	WATER LEVEL METER	SURFACE WATER CAPITAL PI	384.81
80861	BENALLY, MARINA	REFUND CLASS FEES	PARKS-RECREATION	59.00
80862	BICKFORD FORD	RESISTOR	EQUIPMENT RENTAL	24.24
	BICKFORD FORD	HEATER FAN, FAN MOTOR AND PIGT	EQUIPMENT RENTAL	133.68
	BICKFORD FORD	ENGINE COOLING FAN AND MODULE	EQUIPMENT RENTAL	363.47
80863	BIXEL, DENISE	REFUND CLASS FEES	PARKS-RECREATION	25.00
80864	BLACK ROCK CABLE INC	I-NET LEASE	CENTRAL SERVICES	535.94
80865	BLUE MARBLE ENV.	PROFESSIONAL SERVICES-3RD QTR	RECYCLING OPERATION	5,476.63
80866	BLUMENTHAL UNIFORMS	NIK KITS	POLICE PATROL	38.50
	BLUMENTHAL UNIFORMS	UNIFORM-GRADY	DETENTION & CORRECTION	752.92
	BLUMENTHAL UNIFORMS	VEST-CORNETT	POLICE PATROL	927.44
	BLUMENTHAL UNIFORMS	VEST-SHELTON	DETENTION & CORRECTION	1,140.30
80867	BOATLAND P & A	SPARK PLUGS	EQUIPMENT RENTAL	10.72
80868	BOYD, RAE	INMATE MEDICAL CARE	DETENTION & CORRECTION	1,565.00
80869	BRANTNER, LINDA	UB 141140000000 4129 125TH ST	WATER/SEWER OPERATION	7.23
80870	BRYANT, DELENE	REFUND CLASS FEES	PARKS-RECREATION	24.00
80871	CAPTAIN DIZZYS EXXON	CAR WASHES	POLICE PATROL	94.50
80872	CARRS ACE	PCV PIPE, REDUCER AND ADAPTER	WATER DIST MAINS	7.57
80873	CHERYL BUCK INC.	UTILITY ACCOUNT REFUND	GENL FUND-OTHER MISC RE'	15.39
80874	CHICAGO TITLE INSURA	TITLE INFO FOR EGER	ENGR-GENL	436.80
80875	CLEAN CUT	TREE REMOVAL @ 5823 132ND PL N	WATER DIST MAINS	624.45
80876	CNR, INC	MAINTENANCE CONTRACT-NOV 2012	COMPUTER SERVICES	1,355.79
80877	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	1,626.40
80878	COUGAR TREE SERVICE	TREE REMOVAL-84TH ST NE	STORM DRAINAGE	1,303.20
80879	CRYSTAL SPRINGS	WATER DELIVERED AND RENTAL	WASTE WATER TREATMENT	118.68
80880	CUZ CONCRETE PROD	JENNINGS PARK POND SUPPLIES	STORM DRAINAGE	408.88
80881	DAILY JOURNAL OF COM	83RD AVE WATER MAIN BID PUBLIS	WATER CAPITAL PROJECTS	164.00
80882	DATA QUEST	PRE EMPLOYMENT BACKGROUND CHEC	POLICE ADMINISTRATION	8.00
80883	DAVIS DOOR	REPAIR DOOR AT LIBRARY	LIBRARY-GENL	1,579.04
80884	DAY WIRELESS SYSTEMS	VRM REPAIR	POLICE PATROL	267.55

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 11/8/2012 TO 11/14/2012

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
80885	DB SECURE SHRED	MONTHLY SHREDDING SERVICE	CITY CLERK	7.46
	DB SECURE SHRED		FINANCE-GENL	7.46
	DB SECURE SHRED		UTILITY BILLING	7.47
	DB SECURE SHRED		EXECUTIVE ADMIN	11.19
	DB SECURE SHRED		LEGAL - PROSECUTION	11.20
	DB SECURE SHRED		PERSONNEL ADMINISTRATIO	19.52
	DB SECURE SHRED		POLICE INVESTIGATION	41.19
	DB SECURE SHRED		POLICE PATROL	41.19
	DB SECURE SHRED		DETENTION & CORRECTION	41.19
	DB SECURE SHRED		OFFICE OPERATIONS	41.20
80886	DIAMOND B CONSTRUCT	SERVICE HVAC	NON-DEPARTMENTAL	316.00
	DIAMOND B CONSTRUCT	REPAIR BLOWER MOTOR- CITY HALL	ADMIN FACILITIES	785.51
	DIAMOND B CONSTRUCT	REPAIR HEAT PUMP-PSB	PUBLIC SAFETY FAC-GENL	1,495.62
80887	DICKS TOWING	TOWING EXPENSE-MP12-6792	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE-MP12-7069	POLICE PATROL	43.44
80888	DUNLAP INDUSTRIAL	ROLL UP DOOR ROPE	MAINT OF GENL PLANT	100.46
80889	E&E LUMBER	CREDIT PER INVOICE 34483	PARK & RECREATION FAC	-33.68
	E&E LUMBER	MDF AND SHELIVING	MAINT OF GENL PLANT	34.51
	E&E LUMBER		MAINT OF GENL PLANT	34.51
80890	EAST JORDAN IRON WOR	HYDRANT PARTS	HYDRANTS INSTALLATION	2,021.48
80891	ECOLOGY, DEPT. OF	RENEWAL CERTIFICATION	UTIL ADMIN	30.00
80892	EMERGENCY MANAGEMENT	EMERGENCY SERVICES 3RD & 4TH Q	NON-DEPARTMENTAL	32,799.00
80893	EVERETT BAYSIDE	LOWER UNIT OIL AND SPARK PLUGS	EQUIPMENT RENTAL	73.63
80894	EVERETT HERALD	EMPLOYMENT AD	GENERAL SERVICES - OVERH	334.92
80895	EVERETT HYDRAULICS	REPAIR BROKEN PUMP	EQUIPMENT RENTAL	300.30
	EVERETT HYDRAULICS	REPAIR CYLINDER	EQUIPMENT RENTAL	300.30
80896	EVERETT SAFE & LOCK	LOCKER KEYS	PUBLIC SAFETY FAC-GENL	10.81
80897	FARIES, DANIEL & TAM	UB 031490129002 7418 86TH PL N	WATER/SEWER OPERATION	10.00
80898	FELDMAN & LEE P.S.	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	15,000.00
80899	FUNDEN, KAY	UB 300837000003 5224 133RD PL	WATER/SEWER OPERATION	114.00
80900	GOTCHA PEST CONTROL	PEST CONTROL-DELTA RENTAL HOUS	NON-DEPARTMENTAL	162.90
80901	GOVCONNECTION INC	BATTERY REPLACEMENT	COMPUTER SERVICES	105.34
80902	GOVERNMENTJOBS.COM	NEOGOV USER LICENSE FEE	PERSONNEL ADMINISTRATIO	5,082.48
80903	GRANITE CONST	ASPHALT	ROADWAY MAINTENANCE	14,932.97
80904	GUY, KRISTIE	REIMBURSE MILEAGE/WELLNESS RET	PERSONNEL ADMINISTRATIO	163.47
80905	HD FOWLER COMPANY	RUBBER GASKETS	SEWER LIFT STATION	13.64
	HD FOWLER COMPANY	BRASS HARDWARE AND ADAPTERS	WATER/SEWER OPERATION	90.38
	HD FOWLER COMPANY	HAND PUMPS	WATER DIST MAINS	95.89
	HD FOWLER COMPANY	BRASS HARDWARE, ADAPTERS AND M	WATER/SEWER OPERATION	154.89
	HD FOWLER COMPANY	MARKING PAINT	ER&R	221.90
	HD FOWLER COMPANY	BRASS HARDWARE AND ADAPTERS	WATER/SEWER OPERATION	268.92
	HD FOWLER COMPANY	REPAIR CLAMP AND STRAP	WATER/SEWER OPERATION	284.22
	HD FOWLER COMPANY	BALL VALVES AND ADAPTERS	WATER/SEWER OPERATION	398.11
	HD FOWLER COMPANY	POLYMER LIDS	WATER/SEWER OPERATION	577.49
	HD FOWLER COMPANY	ROMAC ADAPTER	SEWER LIFT STATION	644.94
	HD FOWLER COMPANY	JENNINGS PARK POND SUPPLIES	STORM DRAINAGE	1,301.69
80906	HD SUPPLY WATERWORKS	PRICING CREDIT ON INV 5665691	WATER DIST MAINS	-16.45
	HD SUPPLY WATERWORKS	VALVE REPAIR PARTS	WATER DIST MAINS	36.75
	HD SUPPLY WATERWORKS	VALVES, GASKETS, BOLT KITS AND	WATER DIST MAINS	1,197.20
80907	HOAD, KATHARINE & AL	UB 530140000001 17727 39TH DR	WATER/SEWER OPERATION	80.40
80908	HOLSCHER, JOSEY	REFUND CLASS FEES	PARKS-RECREATION	70.00
80909	HOSKINS, JEREMY	REFUND TEMPORARY USE PERMIT FE	GENL FUND BUS LIC & PERMI	50.00
80910	HSBC BUSINESS SOLUTI	SUPPLY REIMBURSEMENT	STORM DRAINAGE	344.94
80911	HUTCHINS, JUDITH	UB 849000135000 7215 74TH ST N	WATER/SEWER OPERATION	133.99
80912	IBS, INC.	NUTS, BOLTS AND WASHERS	EQUIPMENT RENTAL	115.84
80913	INFORMATION SERVICES	TELECOMMUNICATIONS	OFFICE OPERATIONS	1,121.80

**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>
80914	INTERSTATE AUTO PART	MISC BULBS	EQUIPMENT RENTAL	71.57
	INTERSTATE AUTO PART	WORK LIGHTS AND BULBS	ER&R	578.98
80915	IRON MOUNTAIN	4 MAN ROCK	STORM DRAINAGE	1,150.46
	IRON MOUNTAIN	3/4 MINUS	STORM DRAINAGE	2,099.36
	IRON MOUNTAIN		STORM DRAINAGE	2,607.66
	IRON MOUNTAIN	4 MAN ROCK	STORM DRAINAGE	3,896.03
80916	JACKSON, MARY	REFUND CLASS FEES	PARKS-RECREATION	30.00
80917	JOHNS, KATHY		PARKS-RECREATION	54.00
80918	KENNEDY/JENKS CONSUL	PROFESSIONAL SERVICES	COMMUNITY DEVELOPMENT	13,337.35
80919	KENWORTH NORTHWEST	MIRROR SWITCH MOTOR	EQUIPMENT RENTAL	67.81
80920	LAMOUREUX, JANIS	REIMBURSE REFRESHMENT PURCHASE	COMMUNITY DEVELOPMENT-	48.56
80921	LES SCHWAB TIRE CTR	HAND TRUCK TIRES (2)	MAINT OF GENL PLANT	65.27
80922	LICENSING, DEPT OF	BEACH, GLORIA (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	COOTS, PHILLIP (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	HABOWSKI, DEAN (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	HUNT, MARIAN (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	KROPYSKA, NATALIYA (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	REIMER, MELISSA (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	RYBKA, ANDRIY (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	SEYMOUR, TYLER (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	DUNLAP, COREY (LT RENEWAL)	GENERAL FUND	21.00
80923	LICENSING, DEPT OF	STATE DEALER LICENSE FEES-PUGE	GENERAL FUND	125.00
80924	LICENSING, DEPT OF	STATE DEALER LICENSE FEES-JERR	GENERAL FUND	125.00
80925	LICENSING, DEPT OF	VEHICLE LICENSING FEES AND WA	EQUIPMENT RENTAL	20,509.43
80926	LOWES HIW INC	FILTER AND EXTENSION	PUBLIC SAFETY FAC-GENL	42.29
80927	MADSEN, HELEN	UB 800369000000 6615 58TH DR N	WATER/SEWER OPERATION	22.51
80928	MARCELLUS, PEGGY	REFUND CLASS FEES	PARKS-RECREATION	100.00
80929	MARYSVILLE PRINTING	BUSINESS CARDS	COMMUNITY DEVELOPMENT-	113.98
80930	MARYSVILLE, CITY OF	UTILITY CHARGES-3RD & STATE AV	PARK & RECREATION FAC	20.53
	MARYSVILLE, CITY OF	UTILITY CHARGES-60 STATE AVE	MAINT OF GENL PLANT	27.13
	MARYSVILLE, CITY OF	UTILITY CHARGES-1050 COLUMBIA	PARK & RECREATION FAC	30.80
	MARYSVILLE, CITY OF	UTILITY CHARGES-4TH & I 5 IRR	PARK & RECREATION FAC	52.43
	MARYSVILLE, CITY OF	UTILITY CHARGES-1049 STATE AVE	ADMIN FACILITIES	65.16
	MARYSVILLE, CITY OF	UTILITY CHARGES-316 CEDAR AVE	PARK & RECREATION FAC	97.05
	MARYSVILLE, CITY OF	UTILITY CHARGES-514 DELTA AVE	PARK & RECREATION FAC	106.41
	MARYSVILLE, CITY OF	UTILITY CHARGES-1050 COLUMBIA	PARK & RECREATION FAC	108.42
	MARYSVILLE, CITY OF	UTILITY CHARGES-601 DELTA AVE	NON-DEPARTMENTAL	127.85
	MARYSVILLE, CITY OF	UTILITY CHARGES-1049 STATE AVE	ADMIN FACILITIES	142.36
	MARYSVILLE, CITY OF	UTILITY CHARGES-80 COLUMBIA AV	MAINT OF GENL PLANT	183.56
	MARYSVILLE, CITY OF	UTILITY CHARGES-61 STATE AVE	PARK & RECREATION FAC	185.76
	MARYSVILLE, CITY OF	UTILITY CHARGES-80 COLUMBIA AV	ROADWAY MAINTENANCE	221.64
	MARYSVILLE, CITY OF	UTILITY CHARGES-514 DELTA AVE	COMMUNITY CENTER	627.24
	MARYSVILLE, CITY OF	UTILITY CHARGES-1015 STATE AVE	COURT FACILITIES	662.56
	MARYSVILLE, CITY OF	UTILITY CHARGES-1326 1ST ST #B	STORM DRAINAGE	729.49
	MARYSVILLE, CITY OF	UTILITY CHARGES-80 COLUMBIA AV	EQUIPMENT RENTAL	788.68
	MARYSVILLE, CITY OF	UTILITY CHARGES-1049 STATE AVE	ADMIN FACILITIES	867.40
	MARYSVILLE, CITY OF	UTILITY CHARGES-80 COLUMBIA AV	WASTE WATER TREATMENT	1,410.20
	MARYSVILLE, CITY OF		WASTE WATER TREATMENT	1,701.21
	MARYSVILLE, CITY OF		MAINT OF GENL PLANT	2,851.02
80931	MATERIALS TESTING &	SERVICES PERFORMED-SEPT 2012	ROADS/STREETS CONSTRUC	3,485.25
80932	MCCAIN TRAFFIC SPLY	PUSH BUTTONS AND DECALS	TRANSPORTATION MANAGEM	936.68
80933	MCLOUGHLIN & EARDLEY	STROBE BULBS	ER&R	-7.84
	MCLOUGHLIN & EARDLEY		ER&R	-7.84
	MCLOUGHLIN & EARDLEY	HALOGEN BULBS	ER&R	-4.73
	MCLOUGHLIN & EARDLEY		ER&R	59.68
	MCLOUGHLIN & EARDLEY	STROBE BULBS	ER&R	98.99

**CITY OF MARYSVILLE
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80933	MCLOUGHLIN & EARDLEY	STROBE BULBS	ER&R	98.99
80934	MCPHERSON, BARBARA	REFUND CLASS FEES	PARKS-RECREATION	30.00
80935	MESSERLY, CONNIE	REIMBURSE BENEFITS/WELLNESS FA	PERSONNEL ADMINISTRATIO	5.00
	MESSERLY, CONNIE		PERSONNEL ADMINISTRATIO	101.26
80936	MORGAN, SCOTT	REFUND CLASS FEES	PARKS-RECREATION	70.00
80937	MORRISON, SUSAN J *	UB 987001000001 7001 46TH ST N	WATER/SEWER OPERATION	12.80
80938	MOTOR TRUCKS	EXHAUST CLAMP	EQUIPMENT RENTAL	28.96
	MOTOR TRUCKS	SPARK PLUG AND WIRE	EQUIPMENT RENTAL	130.37
80939	MURRAY, SMITH & ASSO	PROFESSIONAL SERVICES	SOURCE OF SUPPLY	6,483.43
80940	NELSON PETROLEUM	BULK ENGINE OIL	ER&R	2,586.84
80941	NELSON, COLLEEN M	UB 010930000000 8529 45TH DR N	WATER/SEWER OPERATION	90.44
80942	NEXXPOST LLC	POSTAGE LABELS	CITY CLERK	4.12
	NEXXPOST LLC		EXECUTIVE ADMIN	4.12
	NEXXPOST LLC		FINANCE-GENL	4.12
	NEXXPOST LLC		PERSONNEL ADMINISTRATIO	4.12
	NEXXPOST LLC		UTILITY BILLING	4.12
	NEXXPOST LLC		LEGAL - PROSECUTION	4.12
	NEXXPOST LLC		COMMUNITY DEVELOPMENT-	4.12
	NEXXPOST LLC		ENGR-GENL	4.12
	NEXXPOST LLC		UTIL ADMIN	4.12
	NEXXPOST LLC		POLICE INVESTIGATION	4.13
	NEXXPOST LLC		POLICE PATROL	4.13
	NEXXPOST LLC		OFFICE OPERATIONS	4.13
	NEXXPOST LLC		DETENTION & CORRECTION	4.13
	NEXXPOST LLC		OFFICE OPERATIONS	4.13
80943	NGEP, NAREY	REFUND CLASS FEES	PARKS-RECREATION	70.00
80944	NORTH COAST ELECTRIC	REPLACEMENT LAMPS	STREET LIGHTING	69.69
80945	NORTHWESTERN AUTO	VEHICLE REPAIR P116	POLICE PATROL	958.40
	NORTHWESTERN AUTO	VEHICLE REPAIR P120	POLICE PATROL	1,042.56
80946	OFFICE DEPOT	OFFICE SUPPLIES	UTIL ADMIN	1.52
	OFFICE DEPOT		ENGR-GENL	1.53
	OFFICE DEPOT		UTIL ADMIN	3.79
	OFFICE DEPOT		ENGR-GENL	3.80
	OFFICE DEPOT		ENGR-GENL	11.96
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	31.16
	OFFICE DEPOT		UTIL ADMIN	31.62
	OFFICE DEPOT		ENGR-GENL	31.62
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	43.00
	OFFICE DEPOT		UTIL ADMIN	43.02
	OFFICE DEPOT		UTIL ADMIN	52.76
	OFFICE DEPOT		GENERAL SERVICES - OVERH	135.41
	OFFICE DEPOT		POLICE PATROL	164.77
	OFFICE DEPOT		POLICE PATROL	203.74
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	219.55
80947	OTTER, TESSA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
80948	PARTS STORE, THE	BATTERY CORE REFUND	EQUIPMENT RENTAL	-13.03
	PARTS STORE, THE	CLEANER	ER&R	5.65
	PARTS STORE, THE	OIL FILTERS	ER&R	12.18
	PARTS STORE, THE	GAS CAP	EQUIPMENT RENTAL	12.93
	PARTS STORE, THE	BRAKE PAD SET AND WHEEL SEAL	EQUIPMENT RENTAL	65.91
	PARTS STORE, THE	PULLEY AND BATTERY	EQUIPMENT RENTAL	123.36
	PARTS STORE, THE	FILTERS, CLEANER, CAR WASH AND	ER&R	159.66
	PARTS STORE, THE	FUEL, OIL, AIR FILTERS, WIPER	ER&R	195.22
	PARTS STORE, THE	AIR AND FUEL FILTERS AND LIGHT	ER&R	275.09
80949	PEACE OF MIND	MINUTE TAKING SERVICE	CITY CLERK	99.20
80950	PIETROMONACO, ANDREA	UB 849000609001 7626 64TH DR N	WATER/SEWER OPERATION	15.80

**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>
80951	PIGSKIN UNIFORMS	JUMPSUIT-WHITE	YOUTH SERVICES	459.26
80952	PIKE, SHERMAN	REFUND CLASS FEES	PARKS-RECREATION	59.00
80953	POSTAL SERVICE	PERMIT #80 POSTAGE ACCOUNT	RECYCLING OPERATION	150.00
80954	PREFERRED ELECTRIC	STARTER PANEL EDWARD SPRINGS W	SOURCE OF SUPPLY	2,567.91
80955	PUD	ACCT #2045-8436-1	STREET LIGHTING	6.05
	PUD	ACCT #2011-4215-5	TRANSPORTATION MANAGEM	62.07
	PUD	ACCT #2026-7070-9	STREET LIGHTING	69.27
	PUD	ACCT #2004-9984-6	PARK & RECREATION FAC	81.52
	PUD	ACCT #2025-7611-2	STREET LIGHTING	91.44
	PUD	ACCT #2033-4458-5	STREET LIGHTING	112.31
	PUD	ACCT #2025-7611-2	STREET LIGHTING	1,737.28
	PUD	ACCT #2028-8209-8	STREET LIGHTING	8,098.85
	PUD		STREET LIGHTING	12,667.42
80956	PUD	ELECTRICAL SERVICE @ 88TH AND	GMA - STREET	2,585.00
80957	PUGET SOUND ENERGY	ACCT #856-208-715-8	NON-DEPARTMENTAL	37.28
	PUGET SOUND ENERGY	ACCT #433-744-084-8 DELTA BLDG	NON-DEPARTMENTAL	38.39
	PUGET SOUND ENERGY	ACCT #433-744-264-6	PRO-SHOP	69.31
	PUGET SOUND ENERGY	ACCT #922-456-500-3	MAINT OF GENL PLANT	85.90
	PUGET SOUND ENERGY	ACCT #616-190-400-5	COMMUNITY CENTER	88.10
	PUGET SOUND ENERGY	ACCT #549-775-008-2	ADMIN FACILITIES	254.25
	PUGET SOUND ENERGY	ACCT #435-851-700-3	MAINT OF GENL PLANT	281.49
	PUGET SOUND ENERGY	ACCT #835-819-211-3	COURT FACILITIES	281.49
	PUGET SOUND ENERGY	ACCT #753-901-800-7	PUBLIC SAFETY FAC-GENL	524.65
80958	PUMPTECH INC	PUMP # 3 SERVICE CALL	PUMPING PLANT	399.11
80959	RICHMEIER, JONAS & L	UB 080147100000 9526 53RD AVE	WATER/SEWER OPERATION	148.18
80960	RICOH USA, INC.	PRINTER/COPIER CHARGES	COMMUNITY CENTER	6.47
	RICOH USA, INC.		WASTE WATER TREATMENT	8.82
	RICOH USA, INC.		PROBATION	10.27
	RICOH USA, INC.		MAINTENANCE	11.07
	RICOH USA, INC.		GENERAL SERVICES - OVERF	12.02
	RICOH USA, INC.		UTILITY BILLING	21.13
	RICOH USA, INC.		PARK & RECREATION FAC	22.57
	RICOH USA, INC.		CITY CLERK	23.57
	RICOH USA, INC.		FINANCE-GENL	23.57
	RICOH USA, INC.		POLICE PATROL	64.02
	RICOH USA, INC.		MUNICIPAL COURTS	78.87
	RICOH USA, INC.		DETENTION & CORRECTION	118.63
	RICOH USA, INC.		LEGAL - PROSECUTION	137.91
	RICOH USA, INC.		PERSONNEL ADMINISTRATIO	143.95
	RICOH USA, INC.		EXECUTIVE ADMIN	144.42
	RICOH USA, INC.		ENGR-GENL	145.98
	RICOH USA, INC.		POLICE INVESTIGATION	195.30
	RICOH USA, INC.		UTIL ADMIN	212.04
	RICOH USA, INC.		COMMUNITY DEVELOPMENT-	216.12
	RICOH USA, INC.		OFFICE OPERATIONS	638.04
80961	RIVERSIDE SAND & GRA	DUMP @ JENNINGS POND	STORM DRAINAGE	1,000.00
80962	ROBERTS, VIRGINA	UB 800375400000 6707 55TH DR N	WATER/SEWER OPERATION	153.10
80963	ROBOTEX INC.	AVATAR II BASE PACKAGE	GENERAL FUND	-1,142.48
	ROBOTEX INC.		POLICE PATROL	14,427.03
80964	ROLDAN, MARIA ESMERA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
80965	S & B INC	DRAWINGS FOR CEDARCREST RESERV	PUMPING PLANT	124.89
80966	SAFETY STORAGE INC.	GAS STORAGE CONTAINER	WATER/SEWER OPERATION	-20.07
	SAFETY STORAGE INC.		MAINT OF GENL PLANT	253.43
80967	SANTOYO, JUAN	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
80968	SCCFOA	SCCFOA LUNCHEON MEETING (2)	CITY CLERK	44.00
80969	SCHMIDLKOFER FAMILY	RELEASE OF RETAINAGE	UTILITY CONSTRUCTION	15,139.26

**CITY OF MARYSVILLE
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80970	SELIA, RON & DIANE	UB 761301255701 7622 80TH AVE	WATER/SEWER OPERATION	237.74
80971	SHERLOCK, JULIE	REFUND CLASS FEES	PARKS-RECREATION	10.00
80972	SIEMENS INDUSTRY, IN	COIL CABLE AND ELECTRODE CABLE	WATER RESERVOIRS	334.40
80973	SISKUN POWER EQUIPME	ACTUATOR GAS CAP	WATER DIST MAINS	10.61
80974	SIX ROBBLEES INC	DRIVE AXLE DRUM, BRAKE SHOES A	EQUIPMENT RENTAL	313.79
80975	SNO CO FINANCE	RR6051-AID AGREEMENT	ROADWAY MAINTENANCE	1,215.75
	SNO CO FINANCE		ROADWAY MAINTENANCE	1,215.75
80976	SNO CO TREASURER	CRIME VICTIM/WITNESS FUNDS	CRIME VICTIM	853.81
80977	SNOPAC	DISPATCH SERVICES	COMMUNICATION CENTER	73,905.92
80978	SOLINST CANADA LTD	WATER LEVEL METER AND CASE	WATER/SEWER OPERATION	-66.83
	SOLINST CANADA LTD		PUMPING PLANT	843.98
80979	SOUND POWER	TRIMMER LINE	ROADSIDE VEGETATION	35.95
	SOUND POWER		ROADSIDE VEGETATION	139.44
80980	SOUND SAFETY	TEAM MARYSVILLE SHIRTS	ER&R	32.58
	SOUND SAFETY	JEANS-DAY	SOLID WASTE OPERATIONS	42.04
	SOUND SAFETY	SHIRTS	ER&R	81.18
	SOUND SAFETY	TEAM MARYSVILLE SHIRTS	ER&R	102.09
	SOUND SAFETY	TEAM MARYSVILLE SHIRTS AND T S	ER&R	342.96
	SOUND SAFETY	SWEATSHIRTS	ER&R	555.17
80981	SPRINGBROOK NURSERY	TRUCK RENTAL	STORM DRAINAGE	2,626.25
80982	SRV CONSTRUCTION	PAY ESTIMATE #3	WATER CAPITAL PROJECTS	36,330.25
	SRV CONSTRUCTION		GMA - STREET	473,420.93
80983	STRONG, MAHEALANI	UB 241000000002 10527 55TH AVE	WATER/SEWER OPERATION	127.35
80984	TEETER, JIM & DEANNA	UB 250359000001 5126 109TH PL	WATER/SEWER OPERATION	124.51
80985	THYSSENKRUPP ELEVATO	PREVENTATIVE MAINTENANCE	ADMIN FACILITIES	192.92
	THYSSENKRUPP ELEVATO		PUBLIC SAFETY FAC-GENL	192.92
80986	TIRE DIST SYSTEMS	SCRAP DISPOSAL CREDIT	EQUIPMENT RENTAL	-161.81
	TIRE DIST SYSTEMS	DRIVE AXLE TIRES, SWITCH AND V	EQUIPMENT RENTAL	4,080.70
80987	TYMCO, INC.	2013 TYMCO SWEEPER	EQUIPMENT RENTAL	230,047.00
80988	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	26.02
80989	VASCONI, DAVID	CPL REFUND	POLICE-SECURITY	14.00
	VASCONI, DAVID		GENERAL FUND	18.00
80990	VERIZON/FRONTIER	ACCT #572477380-00001	WASTE WATER TREATMENT	18.70
	VERIZON/FRONTIER		UTIL ADMIN	18.70
80991	VERIZON/FRONTIER	ACCT #36065833580311025	POLICE PATROL	54.46
80992	WA STATE TREASURER	PUBLIC SAFETY & BLDG REVENUE	GENERAL FUND	430.50
	WA STATE TREASURER		GENERAL FUND	50,752.89
80993	WALSH, PEGGY	REFUND CLASS FEES	PARKS-RECREATION	25.00
80994	WASTE MANAGEMENT	YARDWASTE, RECYCLE SERVICE	RECYCLING OPERATION	87,315.84
80995	WEBCHECK	WEBCHECK SERVICES-OCT 2012	UTILITY BILLING	1,260.00
80996	WEED GRAAFSTRA	FORFEITURES-OCT 2012	POLICE INVESTIGATION	127.50
	WEED GRAAFSTRA	LEGAL SERVICES	STORM DRAINAGE	1,483.50
	WEED GRAAFSTRA		ROADS/STREETS CONSTRUC	2,432.50
	WEED GRAAFSTRA		UTIL ADMIN	2,577.00
	WEED GRAAFSTRA		UTIL ADMIN	3,389.50
	WEED GRAAFSTRA		LEGAL-GENL	5,146.00
	WEED GRAAFSTRA		UTIL ADMIN	8,527.32
	WEED GRAAFSTRA		LEGAL-GENL	8,527.33
80997	WESTERN PETERBILT	CORE REFUND	EQUIPMENT RENTAL	-1,086.00
	WESTERN PETERBILT	BUMPER	EQUIPMENT RENTAL	512.48
	WESTERN PETERBILT	KING PIN KIT	EQUIPMENT RENTAL	571.93
	WESTERN PETERBILT	CORE CHARGE	EQUIPMENT RENTAL	1,086.00
	WESTERN PETERBILT	STEERING GEAR BOX	EQUIPMENT RENTAL	1,598.80
80998	WHIDBEY ISLAND BANK	RETAINAGE ON PAY ESTIMATE #3-S	WATER CAPITAL PROJECTS	1,753.39
	WHIDBEY ISLAND BANK		GMA - STREET	24,916.89
80999	WORKSAFE SERVICE	BREATH ALCOHOL TEST	UTIL ADMIN	35.00

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81000	WSHNA	WSHNA DUES	POLICE PATROL	35.00
	WSHNA		POLICE PATROL	35.00
	WSHNA		POLICE PATROL	35.00
	WSHNA		POLICE PATROL	35.00
	WSHNA		POLICE PATROL	35.00
81001	ZBIEGIEN, ERIN	REFUND SECURITY DEPOSIT	GENERAL FUND	200.00

WARRANT TOTAL: 2,000,403.08

REASON FOR VOIDS:

- INITIATOR ERROR
- WRONG VENDOR
- CHECK LOST/DAMAGED IN MAIL
- UNCLAIMED PROPERTY

Index #5

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 26, 2012

AGENDA ITEM: Lease Agreement with Tracey Mackie, Paige Mackie and Garret Mackie for Mother Nature's Window residence	AGENDA SECTION:	
PREPARED BY: Jim Ballew – Director of Parks and Recreation	AGENDA NUMBER:	
ATTACHMENTS: Lease Agreement	APPROVED BY: J. Ballew	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

The attached Lease with Tracey Mackie, Paige Mackie and Garret Mackie is for the residence located at the Mother Nature's Window residence on 9623 55th Avenue NE, Marysville WA.

The lease requires payment of \$1100 a month which includes State Leasehold Excise Tax and includes a deposit of \$250.00 and non-refundable cleaning fee of \$150.00. The Lease is month to month.

RECOMMENDED ACTION: Staff recommends the City Council authorize the Mayor to sign the Lease Agreement with Tracey Mackie, Paige Mackie and Garret Mackie for Mother Nature's Window property residence.

COUNCIL ACTION:

RESIDENTIAL LEASE AGREEMENT AND SECURITY DEPOSIT RECEIPT

THIS LEASE AGREEMENT is made this 1ST day of NOVEMBER, 2012, between the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, hereinafter called the "Landlord," and TRACEY MACKIE, PAIGE MACKIE and GARRETT MACKIE, hereinafter called the "Tenant."

Landlord and Tenant do contract and agree upon the following terms and conditions:

1. **PROPERTY LEASED:** The property which is the subject of this lease is situated in Snohomish County, Washington and legally described as:

The residence and a portion of the following-described property 180 feet (east-west) by 240 feet (north-south) together with driveway, depicted as "Residence Rental Area" on **EXHIBIT A** attached hereto:

The West half of the Northeast quarter of the Southwest quarter of Section 15, Township 30 North, Range 5 East, W.M., in Snohomish County, Washington;
LESS County Roads;
AND LESS the North 652 feet thereof.

Snohomish County tax parcel 300515-003-005-00

the address of which is 9623 – 55th Avenue NE, Marysville, WA 98270.

2. **LEASE TERM:** This lease shall commence on November 1, 2012, and shall be a month-to-month tenancy, which may be terminated by either Landlord or Tenant giving the other party written notice of intent to terminate, which notice must be received at least 20 days prior to the intended date of vacation and 20 days prior to the date rent is due, excluding date of receipt.

3. **RENT:** Tenant shall pay rent in the amount of \$974.83 per month for the above premises, payable in advance on or before the first day of each month of the lease term. Tenant shall also pay to Landlord leasehold excise tax in the sum of \$125.17, which leasehold excise tax shall be paid with the monthly rental payment and shall constitute additional rent due hereunder, for a total monthly rental payment of \$1,100.00.

4. **LATE CHARGE:** Rent payment received by Landlord after the 5th day of the month shall include a late payment charge of \$55.00, which charge shall constitute additional

rent due hereunder. PROVIDED, however, that Landlord shall not, by accepting a late payment charge, waive Landlord's right to be paid per the terms of this contract.

5. **NSF CHECK CHARGE:** A \$35.00 fee will be charged for each check returned for insufficient funds or that cannot be cashed on the day it is received or presented for payment. Said NSF charge shall be in addition to any applicable late charge, and shall constitute additional rent due hereunder. No postdated checks will be accepted as rental payment.

6. **UTILITIES:** Tenant shall pay for and keep current the payment of all utilities supplied to the premises during the lease term.

7. **SEPTIC SYSTEM:** The property is served by an on-site sewage disposal system. Tenant shall take precautions for the preservation of the septic drainfield as follows:

- (a) Tenant shall not add any septic tank additives to the septic system;
- (b) Tenant shall not flush harmful materials into the septic tank such as grease, cooking fats, newspaper, paper towels, facial tissue, rags, coffee grounds, sanitary napkins or tampons, disposable diapers, cigarettes, solvents, oils, paint, pesticides, etc.;
- (c) Tenant shall not install or use a garbage disposal or grinder;
- (d) Tenant shall not permit traffic such as vehicles, heavy equipment or livestock to enter the septic drainfield area.

8. **LEAD-BASED PAINT:** The subject residence was built prior to 1978 and is therefore subject to lead-based paint disclosure regulations issued by the federal Environmental Protection Agency (EPA) and the Department of Housing and Urban Development (HUD). A "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" is **EXHIBIT B** to this agreement.

9. **MOLD HAZARDS INFORMATION:** In compliance RCW 59.18.060(12) Landlord has provided Tenant with a copy of "A Brief Guide to Mold, Moisture, and Your Home" prepared by the U.S. environmental Protection Agency. Tenant hereby acknowledges receipt of said guide.

10. **USE OF THE PREMISES:** Tenant agrees that the premises will be used as the residence for Tenants only. Tenant shall permit no guest to stay at the rental premises for longer than two weeks without advance written permission of Landlord. Tenant shall not use said premises for any purpose other than that of a residence and shall not use said premises, or any part thereof, for any illegal purpose. Tenant agrees to conform to municipal, county and state codes, statutes, ordinances and regulations concerning the use and occupation of said premises.

11. **RISK OF LOSS:** Tenant agrees that all personal property kept at the lease premises by Tenant shall be at the risk of Tenant. Tenant further agrees not to hold Landlord liable in any manner or on account of any loss or damage sustained by action of any third party, fire, water, theft or elements.

Tenant acknowledges that Landlord does not insure Tenant's property kept at the lease premises, and it shall be Tenant's responsibility to secure Tenant's own insurance if Tenant so desires. Landlord's casualty insurance upon the leased premises is for the benefit of Landlord, and will not benefit Tenant or provide any coverage for Tenant's contents or possessions.

12. **TENANT DUTIES:** Tenant agrees to:

- (a) Keep the premises in clean and sanitary condition;
- (b) Properly dispose of rubbish, garbage and waste in a clean and sanitary manner at reasonable and regular intervals, and to assume all costs of extermination and fumigation for infestation caused by Tenant;
- (c) Properly use and operate all electrical, gas, heating and plumbing fixtures and appliances;
- (d) Maintain the smoke detection and carbon monoxide alarm devices in the premises in accordance with the manufacturer's recommendations including the replacement of batteries where required for the proper operation of the smoke detection and carbon monoxide alarm devices;
- (e) Mow the lawn and water the lawn and shrubbery (unless limited by government-imposed watering restrictions); keep the lawn, flowers and shrubbery thereon in good order and condition; keep the sidewalk surrounding said premises free and clear of all obstructions;
- (f) Replace in a neat and workmanlike manner all glass and doors broken during occupancy;
- (g) Use precaution against freezing of water or waste pipes and stoppage of the same in and about said premises, and not leave water running in the kitchen, bathroom, laundry or elsewhere;
- (h) Not intentionally or negligently destroy, deface, damage, impair or remove any part of the premises, nor permit any member of Tenant's family, any person invited to the premises by Tenant, or any person acting under Tenant's control to do so;
- (i) Not permit a nuisance or common waste;
- (j) Not disturb neighbors;
- (k) Not engage in living or housekeeping habits resulting in damage to the lease premises;

- (l) Not engage in drug-related activity at the rental premises, or allow a subtenant, sublessee, resident, family member or anyone else to engage in drug-related activity at the rental premises;
- (l) Not keep or have on the leased premises any article or substance that is illegal to possess. Identification of such an article or substance shall be grounds for immediate eviction;
- (m) Not engage in criminal activity involving crimes of physical violence to persons or property, nor permit any member of Tenant's family, any person invited to the premises by Tenant, or any person acting under Tenant's control to do so;
- (n) Not engage in any illegal gang-related activity, and not permit any member of Tenant's family, any person invited to the premises by Tenant, or any person acting under Tenant's control to do so; "illegal gang" refers to a group of people involved in organized illegal activity or antisocial behavior, or a member of such group.

In compliance with RCW 59.18.060, Tenant is notified that there is a smoke detection device in the lease premises as required by RCW 43.44.110. Tenant is informed of Tenant's responsibility to maintain the smoke detection device in proper operating condition as specified by the manufacturer, including replacement of batteries where required. Failure to comply with RCW 43.44.110 is punishable by a fine of not more than \$200.00.

Tenant is notified that there is a carbon monoxide alarm in the lease premises as required by RCW 19.27.530. Tenant is required to maintain the carbon monoxide alarm as specified by the manufacturer, including the replacement of batteries.

13. **LANDLORD DUTIES:** Landlord agrees to maintain the premises as required by applicable law; PROVIDED, that Landlord shall have no duty to repair a defective condition, at Landlord's expense, where the defective condition was caused by the conduct of the Tenant, or Tenant's family, invitee or other person acting under Tenant's control, or where Tenant unreasonably fails to allow the Landlord access to the lease premises for purposes of repair.

14. **PARKING:** Tenant shall park only on paved or gravel surfaces designated by Landlord as parking areas and shall park no inoperative vehicle at the premises for more than three (3) days.

15. **ALTERATIONS:** Tenant agrees not to make alterations or do or cause to be done any painting or wallpapering to said premises without the prior written consent of Landlord.

16. **PETS AND ANIMALS:** The following applies to pets and animals:

1 dog shall be allowed inside and outside of the leased premises, with the Tenant being fully responsible for all damages caused by pets, including replacement of any soiled carpets, whether or not the Tenant believes the carpets might be cleaned. When outside the premises, the dog shall be leashed or penned at all times.

Tenant agrees to pay the Landlord in full for any damages caused by Tenant's pets. Tenant represents to Landlord that none of the pets allowed have ever attacked and/or bitten another domestic animal or a human being and are not dangerous to human beings or other domestic animals.

17. **ASSIGNMENT AND SUBLETTING:** This lease shall not be assigned, nor shall all or any part of the lease premises be sublet, nor shall accommodations be given to any roomers or lodgers, by Tenant or by operation of law or otherwise, without the prior written consent of Landlord.

18. **INSPECTION:** Tenant agrees that Tenant has made inspection of the premises and accepts the condition of the premises in its present state, and that there are no repairs, changes or modifications to said premises to be made by Landlord.

19. **ACCESS BY LANDLORD:** Landlord, or Landlord's agent, shall have the right to access to the premises for the purpose of:

- (a) Inspection;
- (b) Repairs, alterations or improvements;
- (c) To exhibit or display the premises to prospective or actual purchasers, mortgagees, tenants, workmen or contractors.

Except in the case of emergency or if it is impracticable to do so, Landlord shall give Tenant two days advance written notice of intent to enter for purposes of (a) and (b) above, and one day advance written notice of intent to enter for purposes of (c) above. Notice shall be deemed given when posted upon the premises. Access shall be at reasonable times, except in case of emergency or abandonment.

20. **DEFAULT:** If any rents above reserved, or any part thereof, shall be or remain unpaid when the same become due, or if Tenant shall violate or default in any of the covenants, agreements or terms of this lease, then it shall be the option of Landlord to declare this lease terminated. Upon termination of the lease on account of Tenant's default, Landlord shall have the right to re-enter the premises and remove all persons and property therefrom, but notwithstanding such re-entry by Landlord, the liability of Tenant for the rent provided herein shall not be relinquished or extinguished for the balance of the lease term.

In the event Landlord is required to retain the services of an attorney and/or process server to serve notices as required by RCW 59.12.030, Tenant shall pay Landlord \$125.00 for each occasion upon which any such notice is served in compensation for Landlord's expenses in connection with such notices, which sum shall constitute additional rent due hereunder.

21. **ATTORNEY'S FEES:** Should a dispute arise between the parties with respect to this lease, the prevailing party in such a dispute shall have the right to damages, including reasonable attorney's fees and costs of litigation. If as a result of Tenant's default, Landlord retains the services of an attorney to enforce this lease, Tenant shall reimburse Landlord for attorney's fees and costs incurred in such enforcement, which fees and costs shall constitute additional rent hereunder.

22. **SURRENDER OF LEASE PREMISES:** At the end of the lease term, or at such other time as the lease may be terminated, Tenant agrees to surrender the lease premises in as good a condition, normal wear and tear excepted, as the premises were in at the beginning of the lease term.

23. **SECURITY DEPOSIT:** Tenant has deposited with Landlord a security and damage deposit in the sum of \$250.00. Said deposit shall be deposited in a City of Marysville account with Bank of America, Marysville, Washington. All or a portion of such deposits may be retained by Landlord and a refund of any portion of such deposits is conditioned as follows:

- (a) Tenant shall fully perform Tenant's obligations hereunder;
- (b) Tenant shall clean and restore said residence and return the same to Landlord in its initial condition, except for reasonable wear and tear from ordinary use;
- (c) Tenant shall have remedied or repaired to Landlord's satisfaction any damage to the premises, equipment or furnishings;
- (d) Tenant shall surrender to Landlord the keys to the premises;
- (e) Tenant shall pay for all services and utilities supplied to the premises.

Any refund from security deposit, as by itemized statement shown to be due to Tenant, shall be returned to Tenant within 14 days after the termination of the tenancy and vacation of the premises. Landlord may apply the security deposit to the payment of any sums owing to Landlord in connection with this rental agreement including, but not limited to, unpaid rent, tenant damage to the rental premises, normal wear and tear resulting from ordinary use of the premises excepted, Landlord's attorney's fees and costs in enforcing this rental agreement, and payment of any judgment obtained by Landlord in connection with the enforcement of this rental agreement or the eviction of Tenant; provided that nothing herein shall be construed as requiring Landlord to apply the security deposit to payment of any such judgment.

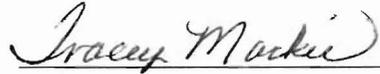
24. **NONREFUNDABLE FEES:** The sum of \$150.00 is paid to landlord herein and shall be retained by Landlord as a nonrefundable cleaning fee, and is in addition to the security and damage deposit, and not a part thereof.

25. **SEVERABILITY:** If any provision of this lease shall be declared unlawful or invalid in any respect, said declaration shall not affect the validity of any other provision of this lease.

IN WITNESS WHEREOF, Tenant and Landlord have hereunto set their hands and seals the day and year first above written.

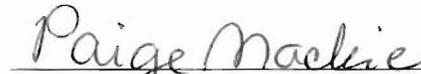
CITY OF MARYSVILLE, Landlord

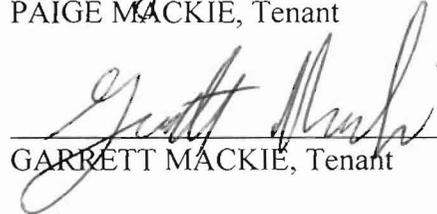
By _____
JON NEHRING, Mayor


TRACEY MACKIE, Tenant

Landlord's Address:

1049 State Avenue
Marysville, WA 98270


PAIGE MACKIE, Tenant


GARRETT MACKIE, Tenant

**EXHIBIT A
AERIAL MAP WITH RENTAL AREA OUTLINED**

PLEASE ATTACH

EXHIBIT B
LEAD DISCLOSURE STATEMENT
(Attach if rental unit was constructed prior to 1978)

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

(c) _____ Lessee has received copies of all information listed above.

(d) _____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

(e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

<p> <u>Tracy Mackie</u> _____ <u>10/25/12</u></p> <p>Lessor _____ Date</p>	<p><u>Giff Mack</u> _____ <u>10/25/12</u></p> <p>Lessor _____ Date</p>
<p><u>Tracy Mackie</u> _____ <u>10/25/12</u></p> <p>Lessee _____ Date</p>	<p><u>Paige Mackie</u> _____ <u>10/30/12</u></p> <p>Lessee _____ Date</p>
<p>Agent _____ Date</p>	<p>Agent _____ Date</p>

Landlord Tenant Checklist

Note: This checklist is intended for use as a record for the condition of the rental unit. This list does not obligate the landlord to make repairs.

Living/Dining Room

Item	Condition Moving In	Condition Moving Out
Paint Walls	walpapering / old	
Ceiling	-	
Carpet/Floors	-	
Windows	-	
Curtains	-	
Light Fixtures	-	
Outlets	-	
Fireplace	pellet stove	
Furniture	N/A	

Kitchen

Item	Condition Moving In	Condition Moving Out
Refrigerator	-	
Oven	-	
Burners	-	
Cabinets	-	
Paint/Walls	-	
Ceiling	-	
Floors	-	
Light Fixtures	-	
Outlets	-	
Sink/drain	Staining under sink	
Garbage Disposal	N/A	
Dishwasher	-	
Counter Surfaces	-	
Fan	-	
Windows	-	
Furniture	N/A	
Laundry	floor tile damaged	

Bedroom1

Item	Condition Moving In	Condition Moving Out
Paint/Walls	warping/old	
Ceiling		
Carpet/Floors	—	
Closet	—	
Windows	—	
Curtains	—	
Light Fixtures	—	
Outlets	—	
Furniture	N/A	

Bedroom2

Item	Condition Moving In	Condition Moving Out
Paint/Walls	—	
Ceiling	—	
Carpet/Floors	1 small stain	
Closet	—	
Windows	—	
Curtains	—	
Light Fixtures	—	
Outlets	—	
Furniture	N/A	

Bathroom

Item	Condition Moving In	Condition Moving Out
Cabinets	—	
Paint/Walls	—	
Ceiling	—	
Floors	—	
Light Fixtures	—	
Outlets	—	
Faucets	—	
Toilet	—	
Sink/drain	—	
Counter Surfaces	—	

Fan	—	
Windows	—	
Bath/Shower	—	
Other		

Other Comments: (Unusual odors, condition of the outside of the dwelling, yard or any rooms not listed.)

MOVE IN:

MOVE IN:

CITY OF MARYSVILLE, Landlord

By _____
 _____ (print name)
 _____ (title)

DATE: _____

Tracey Mackie 10/25/12
 TRACEY MACKIE, Tenant

Paige Mackie
 PAIGE MACKIE, Tenant

Garrett Mackie
 GARRETT MACKIE, Tenant

DATE: 10/25/12

MOVE OUT:

MOVE OUT:

CITY OF MARYSVILLE, Landlord

By _____
 _____ (print name)
 _____ (title)

DATE: _____

Tracey Mackie
 TRACEY MACKIE, Tenant

Paige Mackie
 PAIGE MACKIE, Tenant

Garrett Mackie
 GARRETT MACKIE, Tenant

DATE: 10/25/12

PROVIDE TENANT WITH
Protect Your Family From Lead in Your Home

http://www.pueblo.gsa.gov/cic_text/housing/finlead/finlead.pdf

ALSO PROVIDE TENANT WITH
A Brief Guide to Mold, Moisture, and Your Home

<http://www.epa.gov/mold/moldguide.html>

Index #6

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 26, 2012

AGENDA ITEM: Second Amendment to Snohomish County Human Services Senior Services Project Grant	
PREPARED BY: Jim Ballew	DIRECTOR APPROVAL:
DEPARTMENT: Parks and Recreation	
ATTACHMENTS: Amended Snohomish County Human Services Senior Project Grant	
BUDGET CODE:	AMOUNT:

SUMMARY:

Snohomish County has contacted the city regarding the recently approved contract for improvements to the Ken Baxter Community Center Kitchen as an error was made regarding catalog information requirements by the Federal Domestic Assistance organization.

The attached contract has amended language that the County has replaced to satisfy federal guidelines. There are no other changes within the agreement.

RECOMMENDED ACTION:
Staff recommends that the Council Authorize the Mayor to sign the Amended Snohomish County Human Services Grant Amendment to provide funds to purchase new countertops, cabinet door fronts and replacement stripping the kitchen area of the Ken Baxter Community Center.

SNOHOMISH COUNTY HUMAN SERVICES DEPARTMENT

3000 ROCKEFELLER AVE., M/S 305, EVERETT, WA 98201
(425) 388-7200

CONTRACT AMENDMENT

1. Contract Number A-12-75-01-200	2. Amendment Number 2	3. This Amendment herein- after identified as: A-12-75-01-200(2)	4. Amount of Contract Award as Amended: \$15,508
--	------------------------------	--	--

5. Name and Address of Contracting Organization: City of Marysville Ken Baxter Senior Community Center 6915 Armar Road Marysville, WA 98270	6. Title of Service: Senior Center Projects
---	--

Vendor () or Subrecipient (X)

7. THIS ITEM APPLIES ONLY TO BILATERAL AMENDMENTS AND MODIFICATIONS.
The Contract identified herein, including any previous amendments thereto, is hereby amended as set forth in Item 9 below by mutual consent of all parties hereto.

8. THIS ITEM APPLIES ONLY TO UNILATERAL CHANGE ORDERS AND MODIFICATIONS.
The Contract identified herein, including any previous amendments thereto, is hereby unilaterally amended as set forth in Item 9 below pursuant to that Changes and Modifications clause as contained herein.

9. TERMS OF AMENDMENT, MODIFICATION OR CHANGE ORDER. (Indicate the amount of an increase/decrease in contract and new beginning and ending dates, if applicable). The Contract referred to in Item 1 above is revised as follows:

1. Amendment 2 corrects Amendment 1 by noting the CFDA number for Older Americans Act, Title IIIB funding. There is no change in the contract award.
2. Exhibit C-1, Approved Contract Budget, is superseded by Exhibit C-2, Approved Contract Budget, which is incorporated by reference and attached hereto.
3. Exhibit C-2 notes the CFDA number for Older American Act, Title IIIB funding: 93.044.

10. ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT.

FOR CONTRACTING ORGANIZATION:

FOR SNOHOMISH COUNTY:

(Signature) (Date)

Kenneth Stark, Director (Date)
Department of Human Services

(Title)

**SNOHOMISH COUNTY
HUMAN SERVICES DEPARTMENT**

EXPENDITURES

BARS #	CATEGORY	FUND SOURCE: County General Revenue	FUND SOURCE OAA, IIIB	MATCHING RESOURCES	TOTAL	OTHER RESOURCES
10	Salaries/Wages	\$ 9,900			\$ 9,900	
20	Benefits	1,100			1,100	
30	Supplies					
41	Prof. Services			812		
42	Postage					
42	Telephone					
43	Mileage/Fares					
43	Meals					
43	Lodging					
44	Advertising					
45	Leases/Rentals					
46	Insurance					
47	Utilities					
48	Repairs/Maint.					
49	Printing					
49	Dues/Subscript.					
49	Registr./Tuition					
64	Machinery/Equip		4,508		4,508	
	TOTAL:	\$ 11,000	4,508	Total	\$ 15,508	

**SNOHOMISH COUNTY
HUMAN SERVICES DEPARTMENT**

EXPENDITURE NARRATIVE

AMOUNT	TYPE OF EXPENDITURE: i.e., Salaries: 40% Program Person, etc. Benefits: FICA, Medical, etc. Communications: Postage, Telephone, etc.
\$ 9,900	Salary – Part-Time Assistant Senior Center Coordinator
1,100	Benefits – FICA & L & I
4,508	Equipment
TOTAL	15,508

**SNOHOMISH COUNTY
HUMAN SERVICES DEPARTMENT**

DETAIL SALARIES/WAGES

POSITION	FT/PT	% OF TIME TO FUND	FUND	TOTAL MONTHLY	MONTHLY CHG TO FUND	TOTAL CHG TO FUND
Program Clerk	FT	100%	County General Revenue	\$ 825	\$ 825	\$ 9,900



**SNOHOMISH COUNTY
HUMAN SERVICES DEPARTMENT**

**2013 BASIC TERMS AND CONDITIONS EXPLANATION
November 2012**

The 2013 Basic Terms and Conditions Agreement with the Snohomish County Human Services Department includes new sections and updates to current sections. Following is a synopsis of the changes:

TABLE OF CONTENTS

Added.

Section II. DEFINITIONS

Added the following terms: Secure Area and Trusted System.

Section IV. SUBCONTRACTING

Added the following clauses to be included in subcontracts: Background Checks, Snohomish County Human Rights Ordinance, and Compliance with Funding Source.

Section VII. DEBARMENT AND SUSPENSION

Added E. The Contractor shall notify the County within one (1) business day of any debarment proceedings brought against it or any of its Subcontractors.

Section XIII. (NEW SECTION) COMPLIANCE WITH FUNDING SOURCE REQUIREMENTS

The Contractor shall comply with any and all conditions, terms and requirements of any federal, state or other grant that wholly or partially funds the Contractor's work in any Contract.

Section XIV. (NEW SECTION) PROPRIETARY SOFTWARE APPLICATIONS

Added requirements applicable to the County's proprietary software applications.

Section XV. (Formerly Section XIII) COMPLIANCE WITH SNOHOMISH COUNTY HUMAN RIGHTS ORDINANCE

Updated language to incorporate Ordinance amendment.

Section XVI. (Formerly Section XIV) NONDISCRIMINATION AND AFFIRMATIVE ACTION

- A. Removed requirements to submit affirmative action plan to County. Removed duplicative language that is already in #1. Re-ordered #3 to #6.
- B.1.b Removed (i) and(ii) in text.

Section XIX. (Formerly Section XVII) CONFIDENTIALITY

A. Added “or personal representative of the person”

B-E Added sections to expand Confidentiality and transportation of confidential information.

Section XX. (NEW SECTION) BACKGROUND CHECKS

Included Washington State background requirements for all persons who provide services or volunteer with vulnerable adults, developmentally disabled persons, juveniles, or children.

Section XXIV. (Formerly Section XXI) RIGHTS IN DATA

A. Removed (a) and (b) from within text.

Section XXVII. (Former) GENERAL BUDGET STANDARDS

Section removed and subsections moved as follows:

Moved subsections A and C to Reimbursement Procedures Section XXXI.

Moved B. to Budget Revisions Section XXXII.

Section XXXI. (Formerly XXIX) REIMBURSEMENT PROCEDURES

Updated language to department standard

XXXII. BUDGET REVISIONS

Included department standard language for budget revisions.

Section XXXIII. (Formerly Section XXX) AUDIT REQUIREMENTS

Updated to new department requirements

Section XXXV. (Formerly XXXII) INSURANCE

Updated to new Risk Management Requirements.

Increased Commercial General Liability aggregate to \$2,000,000.

Section XLII. (Formerly XXXIX) CHANGES AND MODIFICATIONS

Added Unilateral amendments allowed for extending Contract end date.

Section XLIII (Formerly XL) TERMINATION OR SUSPENSION OF ANY CONTRACT

E.4.b Reordered paragraph to format correctly

Section XLVI. (Formerly XLIII) LOBBYING AND CERTIFICATION

A. Added “loans exceeding \$150,000” and applicable cite reference.

SIGNATURE LINE

Removed Tax ID section.



2013 Signature Authorization Form

Effective January 1, 2013 through December 31, 2013

Submit completed Signature Authorization Form to:
Snohomish County, Attn: HSD Contracts, 3000 Rockefeller Avenue, M/S 305, Everett, WA 98201

*Please print or type all names and sign in **blue ink**.*

SECTION 1: Official Business Name of Agency / Contractor				
Agency / Contractor: _____		Date Submitted: _____		
Mailing Address: _____				
Street	City	State	Zip	

SECTION 2: Authorizing Authority		
Signature	Print or Type Name	Title / Term of Office

SECTION 3: Authorization to Sign Contracts / Contract Amendments		
Signature	Print or Type Name	Title

SECTION 4: Authorization to Sign Invoices / Requests for Reimbursements		
Signature	Print or Type Name	Title

SECTION 5: Contract Delivery Designation		
E-mail Address	Print or Type Name	Title

Signature Authorization Form Instructions

PURPOSE

The Signature Authorization Form identifies the persons who have the authority to sign applications, contracts, amendments and monthly expenditure reports and requests for reimbursement. The form also designates the e-mail address for authorized recipient(s) of contracts and amendments from the Human Services Department.

It is important that the signatures on file with the Department are current. Whenever there is a change in an authorized signor, a new Signature Authorization Form must be completed. The new form supersedes the previous form. Additional forms are available on your agency Self-Service Website or may be requested by sending an e-mail to HSD.Contracts@snoco.org.

INSTRUCTIONS

Please print the Signature Authorization Form on white paper. Complete each section where indicated and sign in **blue** ink. Make a copy of the form for your records and return the signed original form (*no electronic or photocopies accepted*) to:

Snohomish County
Attn: HSD Contracts
3000 Rockefeller Avenue, M/S 305
Everett, WA 98201

SECTION 1: Official Business Name of Agency / Contractor

Complete agency name, mailing address and date form is submitted.

SECTION 2: Authorizing Authority

This section is to be completed by the person who has the authority to authorize the persons entered in Section 3 and Section 4 to represent your agency for these actions. Usually this person will be the board president, chair, agency director, CEO or other person(s) delegated by the ruling body of the organization to act on its behalf.

SECTION 3: Authorization to Sign Contracts / Contract Amendments

Complete this section with the names of persons authorized by your agency and/or agency board of directors to sign contracts and contract amendments for all programs.

SECTION 4: Authorization to Sign Invoices / Requests for Reimbursements

Complete this section with the names of persons authorized by your agency and/or agency board of directors to sign invoices requesting reimbursement of costs and services from the Snohomish County Human Services Department for all programs.

SECTION 5: Contract Delivery Designation

Complete this section with the name, title and e-mail address of the person(s) who should receive (via e-mail) contracts for your agency.

Note: *The Signature Authorization Form is not write-protected. Add additional lines to any section if needed. Be sure to include all of the appropriate signors to cover all contracts with the Human Services Department.*

BASIC TERMS AND CONDITIONS
BETWEEN
SNOHOMISH COUNTY
AND
CITY OF MARYSVILLE PARKS

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BASIC TERMS AND CONDITIONS

THIS DOCUMENT of Basic Terms and Conditions, hereinafter referred to as the “Agreement,” is entered into by and between Snohomish County, a political subdivision of the State of Washington, on behalf of its Human Services Department, hereinafter referred to as “County,” and City of Marysville Parks, hereinafter referred to as “Contractor.”

I. PURPOSE

It is the purpose of this document to establish appropriate basic terms and conditions which may be incorporated by reference into subsequent contracts between the County and the Contractor for social and health services funded in whole or in part by or through the County. This document has no independent force or effect.

II. DEFINITIONS

As used throughout this Agreement and any Contract incorporating this Agreement, unless specified otherwise, the following terms shall have the meanings set forth below:

- A. “Acquisition costs” shall mean that amount expended for property, excluding interest, plus, in the case of property acquired with a trade-in, the book value (acquisition cost less the amount depreciated through the date of trade-in) of the property traded in. Property which was expended when acquired has a book value of zero when traded in.
- B. “Assignment” shall mean the act of transferring the rights and obligations of a party under this Agreement or any Contract to another not party to this Agreement or any Contract.
- C. “BARS” shall mean the “Budgeting, Accounting, and Reporting System for Counties and Cities and Other Local Governments,” as now or hereafter amended, issued by the Office of the State Auditor, State of Washington, and the BARS Manual Supplements issued by state agencies.
- D. “CFR” shall mean the Code of Federal Regulations. All references in this Agreement or any Contract to the CFR shall include any successor, amended, or replacement regulation.
- E. “Client” shall mean an individual who is eligible for or receiving services provided by the Contractor in connection with any Contract.
- F. “Contract” shall mean any agreement between the County and the Contractor that incorporates this Agreement by reference.
- G. “Contractor” shall mean the entity that is a party to this Agreement, and includes the Contractor’s officers, directors, trustees, employees and/or agents unless otherwise stated in this Agreement. For purposes of this Agreement, neither the Contractor nor its officers, directors, trustees, employees or agents shall be considered an employee of the County.
- H. “Debarment” shall mean an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.

- I. "Director" shall mean the Director of the Snohomish County Human Services Department and/or the delegate authorized in writing to act on the Director's behalf.
- J. "Equipment" shall mean tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.
- K. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996 (Pub. L. No. 104-191, 79 Stat. 1936), as codified at 42 U.S.C. §§ 1320d-d8, and its implementing regulations set forth at 45 CFR Parts 160 and 164.
- L. "Nonexpendable personal property" shall mean tangible personal property having a useful life of more than one year and an acquisition cost of \$500 or more per unit or unless stated differently in the Specific Terms of the Contract.
- M. "OMB" shall mean the federal Office of Management and Budget.
- N. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- O. "Personal property" shall mean property of any kind except real property.
- P. "RCW" shall mean the Revised Code of Washington. All references to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters and sections can be accessed at <http://slc.leg.wa.gov/>.
- Q. "Real property" shall mean any interest in land, including land improvements, structures, and appurtenances thereto, excluding movable machinery and equipment.
- R. "Regulation" shall mean any federal, state, or local regulation, rule, or ordinance.
- S. "Secure Area" shall mean an area to which only authorized representatives of the entity possessing the Personal Information have access. Secured Areas may include buildings, rooms, or locked storage containers (such as filing cabinets) within a room, as long as access to the Personal Information is not available to unauthorized personnel.
- T. "Subcontract" shall mean any separate agreement or contract between the Contractor and a Subcontractor to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Agreement or any Contract.
- U. "Subcontractor" shall mean any person, partnership, corporation, association, or organization, not in the employment of the Contractor, who is performing under contract with the Contractor all or part of any services under any Contract incorporating this Agreement. The term "Subcontractor" shall mean a subcontractor in any tier.
- V. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an

individual who is a beneficiary of such a program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.

- W. "Supplies" shall mean all tangible personal property other than equipment.
- X. "Trusted System" includes only the following methods of physical delivery:
 - 1. Hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt;
 - 2. United States Postal Service (USPS) first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; and
 - 3. Commercial delivery services (e.g., FedEx, UPS, DHL) which offer tracking and receipt confirmation.
- Y. "Useful life" of property shall mean its useful life as based on the U.S. Department of Treasury, Internal Revenue Service, policies and regulations on depreciation for federal tax purposes, unless the Contractor can document to the written satisfaction of the County some different period.
- Z. "Vendor" shall mean an entity that agrees to provide the amount and kind of services requested; provides services only for those determined to be eligible; and provides services on a fee-for-service or per-unit basis with contractual penalties if it fails to meet program performance standards.
- AA. "WAC" shall mean the Washington Administrative Code. All references to WAC chapters or sections shall include any successor, amended or replacement regulation. Pertinent WAC chapters or sections can be accessed at <http://slc.leg.wa.gov/>.

III. ASSIGNMENT AND DELEGATION

The Contractor shall not subcontract, assign, or delegate any rights or obligations under this Agreement or any Contract, either in whole or in part, without the prior express written approval of the County and the written assumption of the Contractor's obligations by the third party.

IV. SUBCONTRACTING

- A. The Contractor shall not subcontract work or services provided under any Contract without obtaining the prior express written authorization of the County.
- B. Subcontractors are prohibited from subcontracting for direct client services without the prior express written approval of the County.
- C. The Contractor shall be responsible for the acts and omissions of its Subcontractors.
- D. At the County's request, the Contractor will forward to the County copies of Subcontracts and fiscal, programmatic, and other material pertaining to Subcontracts.
- E. Every Subcontract entered into by the Contractor under any Contract shall be in writing and incorporate the following clauses of this Agreement, with word changes where appropriate to properly identify the parties to the Subcontract:

1. Definitions;
 2. Assignment and delegation;
 3. Subcontracting;
 4. Duplication of effort;
 5. Relationship of parties;
 6. Debarment and suspension;
 7. Conflicts of interest and kickbacks;
 8. Performance standards and licensing;
 9. Services provided in accordance with law;
 10. Compliance with funding source;
 11. Compliance with Snohomish County Human Rights Ordinance;
 12. Nondiscrimination and affirmative action;
 13. Client grievances;
 14. Confidentiality;
 15. Background checks;
 16. Reports;
 17. Rights in data;
 18. Right of inspection and access;
 19. Treatment of assets;
 20. Fiscal accountability standards;
 21. Audit requirements;
 22. Insurance;
 23. Bonding; and
 24. Indemnification.
- F. If the Contractor delegates responsibility for determining service recipient eligibility to the Subcontractor, the Subcontract shall include:
1. A provision acceptable to the County that specifies how eligibility will be determined;
 2. A provision acceptable to the County that specifies how service applicants and recipients will be informed of their right to a hearing in the case of:
 - a. Denial or termination of service; and/or
 - b. Failure to act upon a request for service with reasonable promptness; and
 3. A provision acceptable to the County that states Subcontract termination shall not be grounds for a fair hearing for the service applicant or recipient under the terms of this section if:

- a. Similar services are immediately available in the County; or
- b. Termination was the result of termination under the clause of this Agreement captioned "Termination for Lack of Funding."

G. The obligations, which shall be set forth in any Subcontract, include:

1. Performance of the Contractor's obligations under the Subcontract;
2. Subcontracting with entities or persons that maintain appropriate license, certification or government approvals when required;
3. Responsibility for Subcontractor compliance with the Subcontract terms, including reporting procedures; and
4. Seeking appropriate administrative, contractual, or legal remedies for Subcontractor breach of Contract terms.

V. DUPLICATION OF EFFORT

The Contractor certifies that work to be performed under any Contract will not duplicate any work to be charged against any other contract, subcontract, or other source.

VI. RELATIONSHIPS OF PARTIES

The Contractor will perform the services under this Agreement and any Contract as an independent contractor and not as an agent, employee, or servant of the County or any state or federal agency. The Contractor, its agents and employees are not entitled to any benefits or rights enjoyed by employees of the County or any state or federal agency. The Contractor shall direct and control Contractor's own activities in providing services under this Agreement, any Contract, and any Subcontract approved by the County. The County shall only have the right to ensure performance. Nothing in this Agreement or any Contract shall be construed to render the parties partners or joint ventures.

VII. DEBARMENT AND SUSPENSION

All Contracts awarding federal resources are subject to the provisions of federal Executive Order 12549 and federal Executive Order 12689, "Debarment and Suspension," including any amendments, as follows:

- A. Contractors and Subcontractors must not make any award or permit any award (contract or subcontract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under federal Executive Order 12549 and federal Executive Order 12689, "Debarment and Suspension." Contractors shall consult and require their Subcontractors at any tier, when charged as direct cost, to consult the consolidated list of "Parties Excluded from Federal Procurement and/or Nonprocurement Programs" to assure that they do not award federal grant funds to listed parties in violation of the federal Executive Orders.
- B. If a Contractor believes that there are compelling reasons for making an award to a debarred, suspended, or voluntarily excluded person in a particular case, the Contractor may apply for a waiver from this requirement, pursuant to federal Executive Order 12549. Such waivers will be granted only in unusual circumstances

upon the written determination, by an authorized federal agency official, of the compelling reasons justifying the participation.

- C. The Contractor, by signature to this Agreement and to each Contract into which it enters, certifies that the Contractor is not now or then presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in any Contract by any federal department or agency.
- D. The Contractor also agrees to include the following required language in all Subcontracts into which it enters, resulting directly from the Contractor's duty to provide services under any Contract:

LOWER TIER COVERED TRANSACTIONS

- 1. The lower tier subcontractor certifies, by signing this 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.
- 2. When the lower tier subcontractor is unable to certify to any of the statements in the contract, such subcontractor shall attach an explanation to the contract.
- E. The Contractor shall notify the County within one (1) business day of any debarment proceedings brought against it or any of its Subcontractors.

VIII. CONFLICTS OF INTEREST AND KICKBACKS

- A. The Contractor's employees, subcontractors, and board or committee members shall not use, or give the appearance of using, their positions for the personal gain of themselves or those with whom they have family, business, or other ties.
- B. The Contractor's employees, subcontractors, and board or committee members shall not have or acquire any interest, direct or indirect, which would conflict with the performance of services under any Contract. The Contractor shall not employ or subcontract with persons who have conflicts of interest, nor appoint them as members of its governing board or advisory committee(s).
- C. Personnel and governing board or advisory committee policies of the Contractor shall include written standards of conduct governing conflict of interest and kickbacks.
- D. Gratuities in the form of entertainment, gifts, or otherwise offered by the Contractor or an agent or representative of the Contractor to any officer or employee of the County, with a view towards securing any Contract or securing favorable treatment with respect to the awarding, amending, or the making of any determination, will render any Contract voidable at the option of the County.
- E. The County may, by written notice to the Contractor, suspend or terminate any Contract in whole or in part if it is found that any of the following laws, or their successors, have been violated in obtaining this Agreement or any Contract, or in securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to this Agreement, any Contract or any contracts or Subcontracts entered by the Contractor or agencies contracting with the Contractor under authority of this Agreement:

1. Misconduct of Public Officers, Chapter 42.20 RCW;
2. Ethics in Public Service, Chapter 42.52 RCW;
3. Kickbacks from Public Works Employees, 18 U.S.C. § 874.

F. Additionally, the County may, by written notice, suspend or terminate any Contract in whole or in part with a Contractor that is local governmental entity if it is found that the Contractor has violated the Code of Ethics for Municipal Officers – Contract Interests, Chapter 42.23 RCW.

IX. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or agency has been employed or retained on a contingent fee for the purpose of seeking or obtaining this Agreement or any Contract. This does not apply to legitimate employees or an established commercial or selling agency maintained by the Contractor for the purpose of securing business. In the event of breach of this clause by the Contractor, the County may at its discretion:

- A. Terminate this Agreement and any Contract under the procedures discussed in Section XLIII without any liability;
- B. Deduct from the Contract price or consideration, or otherwise recover, the full amount of any such contingent fee; and
- C. Seek such other remedies as are legally available.

X. NONWAIVER OF COUNTY RIGHTS

The County's failure to insist upon the strict performance of any provision of this Agreement or any Contract, its failure to exercise any right based upon a breach thereof, or its acceptance of any defective performance shall not constitute a waiver of any rights under this Agreement or any Contract, unless stated to be such in writing signed by an authorized representative of the County and attached to the original Agreement or Contract.

XI. PERFORMANCE STANDARDS AND LICENSING

The Contractor shall comply with all applicable local, state, and federal licensing and accrediting requirements/standards and any other standards or criteria established by the County to assure the quality of services necessary for the performance of any Contract.

XII. SERVICES PROVIDED IN ACCORDANCE WITH LAW

The Contractor and the County shall comply with all applicable laws, rules, ordinances, codes, and regulations of local, state, and federal governments, as now existing or hereafter enacted or amended in the performance of any Contract.

XIII. COMPLIANCE WITH FUNDING SOURCE REQUIREMENTS

The Contractor shall comply with all conditions, terms and requirements of any funding source that wholly or partially funds the Contractor's work under any Contract.

XIV. PROPRIETARY SOFTWARE APPLICATIONS

In the event the Contractor accesses the County's proprietary software applications to perform any work under any Contract, the Contractor shall read and agree to the terms and conditions of the software license agreement, and shall not violate the terms and conditions of the software license agreement including, but not limited to:

- A. Restricting the use of the software application to employees or subcontractors;
- B. Not "pirating" or reverse engineering the software application; and/or
- C. Otherwise using the application in any way that may harm the County or violate the terms and conditions of the software license agreement.

XV. COMPLIANCE WITH SNOHOMISH COUNTY HUMAN RIGHTS ORDINANCE

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

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

XVI. NONDISCRIMINATION AND AFFIRMATIVE ACTION

During the performance of any Contract, the Contractor and its Subcontractor(s), if any, shall comply with federal and state laws against discrimination including, where applicable, the state funding agency's nondiscrimination plan. Nondiscrimination requirements include, but are not limited to:

A. Nondiscrimination in Employment:

1. The Contractor and its Subcontractor(s), if any, shall not discriminate against any employee or applicant for employment on the basis of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or other veterans' status, or mental or physical handicap.
2. The Contractor and its Subcontractor(s), if any, shall take affirmative action to ensure that employees are treated without discrimination on the basis of race, color, sex, sexual orientation, religion or national origin, creed, marital status, age, Vietnam era or other veterans' status, or mental or physical handicap. Such

action shall include, but not be limited to, the following: promotion, demotion, transfer, termination, recruitment, advertising, training, apprenticeships, and rates of pay or other forms of compensation and benefits.

3. The Contractor and its Subcontractor(s), if any, shall agree to post in a conspicuous place available to employees and applicants, employment notices provided by the County setting forth the provisions of this nondiscrimination clause.
4. All solicitations, advertisements, or announcements for employees, volunteers, and board or advisory committee members will include reference to the Contractor's policy of nondiscrimination and affirmative action. Classified advertisements shall include the initials "EEOC/AA". All other solicitations, advertisements, or announcements shall include the following statement:

All qualified applicants will receive consideration without regard to race, color, sex, sexual orientation, religion or national origin, creed, marital status, age, Vietnam era or other veterans' status, or mental or physical handicap.

5. All Subcontracts awarded in excess of \$10,000 by the Contractor or any Subcontractor shall contain a provision requiring compliance with federal Executive Order 11246 entitled "Equal Employment Opportunity," as amended by federal Executive Order 11375, and supplemented by 41 CFR Chapter 60.
6. Contractors with fifty (50) or more employees and government contracts of \$50,000 or more in federal funds are required by Executive Order 11246 to develop and implement a written affirmative action program.

B. Nondiscrimination in Client Services:

1. The Contractor and its Subcontractor(s), if any, shall not on the grounds of race, color, sex, sexual orientation, religion, creed, national origin, marital status, age, Vietnam era or other veterans' status, or mental or physical handicap:
 - a. Deny, restrict, limit, or treat differently qualified individuals for the purposes of the participation in and the delivery of services and/or benefits made available to others; or
 - b. Employ criteria or methods of selection of recipients, individually or as a class, or administering services and/or benefits that have the effect of subjecting qualified individuals to discrimination or unequal treatment.
2. The Contractor and its Subcontractor(s), if any, shall abide by all provisions of Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112, 87 Stat. 355) (the "Rehabilitation Act"), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336, 104 Stat. 327, codified at 42 U.S.C. § 12101 et seq.) (the "ADA"), and any amendments, prohibiting discrimination against handicapped persons.
3. If subcontracting has been authorized by the County, the terms required in this Agreement and any additional appropriate safeguards against discrimination shall be included in the Subcontract and shall be binding upon the Subcontractor in order to prohibit discrimination or unequal treatment. The Contractor shall ensure full compliance with the provisions of this clause.

XVII. NONCOMPLIANCE WITH NONDISCRIMINATION PLAN

In the event of the Contractor's noncompliance or refusal to comply with the nondiscrimination provisions in this Agreement, the County may rescind, cancel, suspend, or terminate any Contract, as described in Section XLIII of this Agreement, in whole or in part, and declare the Contractor ineligible for further Contracts with the County. The County may, however, give the Contractor a reasonable time to cure the noncompliance, at the County's discretion.

XVIII. CLIENT GRIEVANCES

- A. The Contractor shall establish procedures through which applicants for and recipients of services under any Contract may present grievances concerning the activities of the Contractor or any Subcontractor(s) related to service delivery. The procedures shall be written and submitted to the County for approval. The Contractor shall record and maintain in writing all grievances and actions taken to resolve them.
- B. The grievance procedures shall provide applicants and recipients with a review of the Contractor's decision before representatives of the Contractor. Applicants for, and recipients of, services described in the Statement of Work in any Contract shall be informed of these grievance procedures and their right to seek reconsideration from the Contractor or the Division Manager for the Snohomish County Human Services Department in the case of denial or termination of services and/or failure to act upon a request for services with reasonable promptness.
- C. If an applicant or recipient is dissatisfied with a response to a complaint by the Contractor or Division Manager for the Snohomish County Human Services Department, the applicant or recipient may request a review by the Director of the Snohomish County Human Services Department.

XIX. CONFIDENTIALITY

- A. The parties may use Personal Information and other information gained by reason of any Contract only for the purpose of the Contract. The County and Contractor shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information, with the prior written consent of the person or personal representative of the person to whom the Personal Information pertains.
- B. The Contractor shall protect and maintain all Confidential Information gained by reason of any Contract against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by:
 - 1. Allowing access only to staff that have an authorized business requirement to view the Confidential Information;
 - 2. Physically securing any computers, documents, or other media containing the Confidential Information;

3. Ensuring the security of Confidential Information transmitted via fax (facsimile) by verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons;
 4. When transporting records containing Confidential Information outside of a Secure Area, do one or more of the following as appropriate:
 - a. Use a Trusted System; and
 - b. Encrypt the Confidential Information, including:
 - 1) Email and/or email attachments; and
 - 2) Confidential Information when it is stored on portable devices or media, including, but not limited to laptop computers and flash memory devices; and
 5. Sending paper documents containing Confidential Information via a Trusted System.
- C. To the extent allowed by law, at the end of any Contract term, or when no longer needed, the parties shall return Confidential Information or certify in writing the destruction of Confidential Information upon written request by the other party.
- D. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the Confidential Information destroyed through the recycling process. Paper documents containing Confidential Information require special handling (e.g., protected health information) must be destroyed through shredding, pulping or incinerations.
- E. The compromise or potential compromise of Confidential Information must be reported to the County contact designated on any Contract within five (5) business days of discovery for breaches of less than 500 persons' protected data, and three (3) business days of discovery for breaches of 500 or more persons' protected data. The parties must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law.
- F. The Contractor may be required to provide additional safeguards and acknowledgment of recipient rights under HIPAA, in accordance with the Contractor's independent HIPAA obligations or those required by any Contract.

XX. BACKGROUND CHECKS

- A. Any Contractor which has a Contract to provide services, housing, or otherwise care for vulnerable adults, developmentally disabled persons, juveniles, or children, or provide child day care, early learning, or early childhood education services shall ensure all staff and volunteers have a background check on file as per RCW 43.43.830-43.43.845.
- B. A background check must be completed at the time of employment or commencement of volunteer duties.
- C. If circumstances arise that cause a provider to question the need for another background check, they are encouraged to implement another check. All persons

convicted of crimes listed in RCW 43.43.830 and RCW 43.43.842 are prohibited from having access to program participants.

XXI. TREATMENT OF CLIENT ASSETS

Unless otherwise provided in any Contract, the Contractor shall ensure that any adult client receiving services from the Contractor under any Contract has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or expiration of any Contract, the Contractor shall immediately release to the client and/or the client's guardian or custodian all of the client's personal property. This section does not prohibit the Contractor from implementing such lawful and reasonable policies, procedures and practices as the Contractor deems necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting clients' access to, or possession or use of, lawful or unlawful weapons and drugs).

XXII. REPORTS

The Contractor shall timely provide to the County and to any state or federal funding agency such financial, program, and other reports, in such formats as required by this Agreement or any Contract.

XXIII. MAINTENANCE OF RECORDS

A. The Contractor shall retain for a period of six (6) years from the termination of any Contract unless required otherwise by law:

1. All financial, statistical, participant, and other records (including medical and treatment records) and supporting documentation;
2. All records for nonexpendable personal property;
3. All records to document performance of all acts required by law, regulation, this Agreement or that Contract;
4. All records to demonstrate accounting procedures and practices that sufficiently and properly document the Contractor's invoices to the County under that Contract; and
5. All records sufficient to substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance.

B. If any litigation or audit is initiated, or if a claim is instituted involving this Agreement or any Contract, or a Subcontract entered pursuant to any Contract, the Contractor shall retain all related records until the litigation, audit, or claim has been finally resolved.

XXIV. RIGHTS IN DATA

All documents, program materials, books, manuals, films, reports, fiscal, and other data developed by the Contractor under any Contract shall be for the common use of the Contractor, the County, and the entity providing the funds for any Contract, subject to the limitations herein or by further agreement of the parties, including the following:

- A. The Contractor shall not seek patent rights, or produce inventions, original books, manuals, films, or other patentable or copyrighted materials created or developed with funds provided by any Contract without the approval of the County. As to the latter, the Contractor acknowledges the County's rights to ownership and protection of the public interest in such intellectual property and to negotiate agreements for reasonable royalty fees, administration, and protection of existing and future rights. The Contractor shall not affix any restrictive markings upon any data produced with funds from any Contract, and if such markings are affixed, the County shall have the right to modify, remove, or ignore such markings.
- B. The County may duplicate, use, and disclose in any manner and for any purposes whatsoever, and have others so do, all data delivered under a Contract. If a Contract results in any copyrightable material or inventions, the County and the entity providing the funds for that Contract reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials covered by copyright for governmental purposes, PROVIDED, that with respect to data not originated in the performance of the Contract, such license shall be only to the extent that the Contractor has the right to grant such license without becoming liable to pay compensation to others because of such grant. The Contractor shall exert all reasonable effort to advise the County, at the time of delivery of data furnished under a Contract, of all invasions of right or privacy contained therein and of all portions of such data copied from work not composed or produced in the performance of the Contract and not licensed under this clause. The Contractor shall report to the County promptly and in written detail each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under a Contract.
- C. All books, informational pamphlets, press releases, research reports, articles, and similar public notices prepared and released by the Contractor for the services provided by any Contract shall include the statement, "This project receives funding from the Snohomish County Department of Human Services." In addition, all such notices will contain a statement acceptable to the County that the aforementioned project complies with Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq., the ADA, and the Rehabilitation Act.

XXV. OWNERSHIP OF MATERIAL

Material created by the Contractor and paid for by the County as a part of this Agreement or any Contract shall be owned by the County and shall be "work made for hire" as defined by 17 U.S.C. § 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform this Agreement or any Contract but is not created for or paid for by the County is owned by the Contractor and is not "work made for hire"; however, the County shall have a perpetual license to use this material for the County's internal purposes at no charge to the County, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.

XXVI. OWNERSHIP OF REAL PROPERTY, EQUIPMENT AND SUPPLIES

- A. Purchased by the Contractor:

1. Title to all property, equipment and supplies purchased by the Contractor with funds from any Contract shall vest in the Contractor. When real property, or equipment with a per unit fair market value over \$5,000, is no longer needed for the purpose of carrying out any Contract, or any Contract is terminated or expired and will not be renewed, the Contractor shall request disposition instructions from the County. If the per unit fair market value of equipment is under \$5,000, the Contractor may retain, sell, or dispose of it with no further obligation.
2. When supplies with a total aggregate fair market value over \$5,000 are no longer needed for the purpose of carrying out any Contract, or any Contract is terminated or expired and will not be renewed, the Contractor shall request disposition instructions from the County. If the total aggregate fair market value of supplies is under \$5,000, the Contractor may retain, sell, or dispose of them with no further obligation.
3. Disposition and maintenance of property shall be in accordance with 45 CFR Parts 74 and 92.

B. Purchased by the County:

Title to property, equipment or supplies purchased by the County and provided to the Contractor to carry out the activities of any Contract shall remain with the County. When real property, equipment or supplies are no longer needed for the purpose of carrying out any Contract, or any Contract is terminated or expired and will not be renewed, the Contractor shall request disposition instructions from the County.

XXVII. RIGHT OF INSPECTION AND ACCESS

The Contractor shall provide access to its records, facilities, and personnel at all reasonable times in order to monitor and/or evaluate performance, compliance, and quality assurance under this Agreement or any Contract. Access and assistance shall be given to the County, any state, federal, or other funding agency, the State Auditor, and to any other person authorized by law.

XXVIII. TREATMENT OF ASSETS

- A. To secure the financial interest of the County in items purchased or developed with funds awarded through cost reimbursement under this Agreement or any Contract, the parties agree that:
 1. Title shall remain in the County; and
 2. Title to such nonexpendable personal property, which is purchased, developed, or acquired by the Contractor and which is claimed as an acquisition cost, shall pass to and vest in the County upon delivery of such property by the Contractor and shall not be rented, loaned, or transferred without the prior express written approval of the County.
- B. Unless provided otherwise by agreement of the parties, if the Contractor elects to capitalize and depreciate such nonexpendable personal property in lieu of claiming the acquisition cost, title to such property shall remain with the Contractor. An election to capitalize and depreciate or claim acquisition cost as a direct cost shall

be irrevocable and must be made at the time the asset is purchased, developed, or acquired.

- C. Such nonexpendable personal property shall only be used by the Contractor or its Subcontractors in the performance of this Agreement or any Contract, unless otherwise provided herein or approved by the County.
- D. As a condition precedent to reimbursement for the purchase or acquisition of nonexpendable personal property, the Contractor agrees to execute security instruments and other documents that are necessary for the County, state, federal, or other funding agency to protect its interest in such property in accordance with Article 9A of the Uniform Commercial Code, as codified in Title 62A RCW, including, but not limited to, completion of UCC-1, UCC-2, and UCC-3 forms. The Contractor also agrees to name the County (or funding agency) as lien holder(s) on certificates of title for all motor vehicles in accordance with Title 46 RCW, unless otherwise approved by the County.
- E. The Contractor shall submit completed certificates of title and applicable UCC forms for equipment and fixtures to the County with the claim for reimbursement on which they are claimed. The security interest shall be retained beyond the term of any Contract for the serviceable life of the property, beginning on the date of purchase, to ensure its continued use for the purpose intended.
- F. The Contractor shall maintain records, perform inventories, and maintain control systems to prevent loss, damage, or theft of County property. The Contractor shall be responsible for:
 - 1. Performing an annual physical inventory of all nonexpendable personal property of the County in its possession or control and requiring such inventories of any Subcontractor that is in possession of such property provided under a Subcontract to any Contract, at the end of the Contractor's fiscal year during any Contract;
 - 2. Loss, damage and expenses, which result from negligence, willful misconduct, or lack of good faith on the part of the Contractor or Subcontractor(s) or failure on the part of the Contractor or Subcontractor(s) to maintain and administer the property in accordance with sound management practices;
 - 3. Ensuring that the property will be returned to the County in like condition as furnished to or acquired by the Contractor, reasonable wear and tear excepted; and
 - 4. Notifying the County of loss, destruction, or damage to any County property and taking all reasonable steps to protect that property from further damage.
- G. The Contractor and any Subcontractor shall surrender to the County all property of the County within thirty (30) calendar days after rescission, termination, cancellation, or expiration of this Agreement, or any Contract, unless otherwise mutually agreed between the Contractor or Subcontractor and the County.
- H. County approval is required prior to all purchases of non-expendable personal property with a useful life of more than one year and an acquisition cost of \$500 or

more per unit unless stated differently in the specific terms of the Contract and of all purchases or rentals of data processing equipment, regardless of cost.

XXIX. PROCUREMENT STANDARDS

Contractors under a cost reimbursement Contract must establish policies and procedures for all purchases of nonexpendable property with an acquisition cost in excess of \$500 per unit unless stated differently in the specific terms of the Contract. The procurement system should include, but is not limited to, the following:

- A. A code or standard of conduct that shall govern the performance of its officers, employees, and/or agents engaged in the awarding of contracts using awarded funding.
- B. Provisions that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
- C. Procedural requirements are as follows:
 - 1. A procedure to assure the avoidance of purchasing unnecessary or duplicative items;
 - 2. Solicitations based upon a clear and accurate description of the technical requirements of the procured items;
 - 3. Positive efforts to utilize small and minority owned businesses;
 - 4. A procuring instrument appropriate for the particular procurement and for promoting the best interest of the program involved;
 - 5. Contracts made only with reasonable vendors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement;
 - 6. Some form of price or cost analysis performed in connection with every procurement action; and
 - 7. A system for Contract administration to ensure vendor conformance with terms, conditions, and specifications of the Contract and to ensure adequate and timely follow-up of all purchases.
- D. Procurement records and files for purchases shall include:
 - 1. Evidence of vendor selection or rejection;
 - 2. The basis for the cost or price; and
 - 3. Justification for lack of competitive bids if not obtained.
- E. Contractors and Subcontractors under this Agreement, or any Contract, must obtain prior approval from the County to enter into sole source contracts or contracts where only one bid or proposal is received when the acquisition cost exceeds \$5,000. Requests for prior approval must include a copy of the proposed contract(s) and any related procurement documents and justifications for noncompetitive procurement, if applicable.

XXX. FISCAL ACCOUNTABILITY STANDARDS

- A. During the Contract period, the Contractor agrees to maintain financial systems which will assure the following for this Agreement and any Contract:
 - 1. Accurate, current, and complete disclosure of all direct and indirect costs;
 - 2. Records that identify all sources and application of funds;
 - 3. Control and accountability for all funds, property, and other assets;
 - 4. Procedures that ensure comparison of actual costs with approved budgets;
 - 5. Procedures to assure timely disbursement of funds received by the Contractor from the County;
 - 6. Procedures to assure all costs are allowable, reasonable, and are properly allocated to each funding source;
 - 7. Source documentation that supports all accounting records; and
 - 8. Procedures for timely and appropriate resolution of audit findings and recommendations.
- B. All fiscal books, records, documents, reports, and other data relating to this Agreement and any Contract shall be maintained and reported in a manner consistent with BARS.
- C. The Contractor agrees that any County, state, federal, or other funding agency; any local, state, or federal regulatory body; and the Office of State Auditor shall have full access to and right to examine any fiscal books, records, documents, and other materials relevant to this Agreement and any Contract at all reasonable times.

XXXI. REIMBURSEMENT PROCEDURES

- A. No payment shall be made for any goods, materials, or services purchased unless the goods, materials, or services are expressly detailed within the approved Budget and Statement of Work set forth under any Contract.
- B. The Contractor will submit monthly written claims for reimbursement for services rendered under any Contract by the 10th calendar day of the month following the month services were provided. Written claims for reimbursement received after the 10th calendar day of the month may not be processed until the following month. The County will process claims after all supporting documentation is provided in correct and proper form.
- C. If written claims for reimbursement are not submitted within ninety (90) calendar days of the close of the month of service provision, those claims may not be processed or paid.
- D. The County reserves the right to withhold payment for services required to be performed under any Contract until required reports and/or other documents have been received.

- E. The Contractor shall not bill the County, and the County shall not pay the Contractor, if the Contractor has charged or will charge the County or any other party under any other contract or agreement for the same services.

XXXII. BUDGET REVISIONS

The Contractor may request budget revisions which shall be in writing in a format prescribed by the County.

- A. Line item shifts less than 10% of the total Contract budget do not require prior County approval.
- B. The following revisions require prior written approval by the County:
 - 1. Line item shifts greater than ten percent (10%) of the total Contract budget; and
 - 2. Line items shifts that occur during the Contract period that are cumulatively greater than ten percent (10%) of the total Contract budget.
- C. Budget revisions that increase Administration categories are not allowable.
- D. Proposed changes to the Contact budget that increase or decrease the total Contract amount or change the Statement of Work shall necessitate a written amendment to the Contract.

XXXIII. AUDIT REQUIREMENTS

- A. Contractors are to procure audit services based on the following guidelines:
 - 1. The Contractor shall maintain its records and accounts so as to facilitate the County's audit requirement and shall ensure that Subcontractors also maintain auditable records.
 - 2. The Contractor is responsible for any audit exceptions incurred by its own organization or that of its Subcontractors.
 - 3. The County reserves the right to recover from the Contractor all disallowed costs resulting from the audit.
 - 4. As applicable, the Contractor required to have an audit must ensure the audits are performed in accordance with Generally Accepted Auditing Standards (GAAS), Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General, and the OMB Compliance Supplement for Single Audits of Educational Institutions and Other Nonprofit Organizations.
 - 5. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to County requests for information or corrective action concerning audit issues within thirty (30) calendar days of the date of request.
- B. A-133 Audits
 - 1. If the Contractor is a subrecipient of federal awards as defined by OMB Circular A-133, the Contractor shall maintain records that identify all federal funds received and expended by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of

- the pass-through entity. The Contractor shall make its records available for review or audit by officials of the federal awarding agency, the General Accounting Office, and the County. The Contractor shall incorporate OMB Circular A-133 audit requirements into all Contracts between the Contractor and its Subcontractors that are subrecipients. The Contractor shall comply with any future amendments to OMB Circular A-133 and any successor or replacement circular or regulation.
2. The Contractor shall maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs.
 3. The Contractor shall comply with the Omnibus Crime Control and Safe Streets Act of 1968 (Pub. L. 90-351, 84 Stat. 197); Title VI of the Civil Rights Act of 1964 (Pub. L. 86-449, 47 Stat. 634); the Rehabilitation Act of 1973; Title II of the ADA; Title IX of the Education Amendments of 1972 (Pub. L. 92-318, 86 Stat. 235); the Age Discrimination Act of 1975 (Pub. L. 94-135, 89 Stat. 728, codified at 42 U.S.C. § 6101 et seq.); and The Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G, and 28 CFR Parts 35 and 39. (See www.ojp.usdoj.gov/ocr for additional information and access to the aforementioned federal laws and regulations.)
 4. If the subrecipient Contractor expends \$500,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single or program-specific audit for that year. This requirement also applies when a subrecipient Contractor has received a federal loan with continuing compliance requirements, regardless of when the loan originally occurred. Upon completion of each audit, the Contractor shall submit to the County contact person shown below the data collection form and reporting package specified in OMB Circular A-133, reports required by the program-specific audit guide, if applicable, and a copy of any management letters issued by the auditor. This documentation shall be submitted on the earlier of thirty (30) calendar days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period unless a longer period is agreed to in writing and in advance by the cognizant or oversight agency for audit.

Responses to the above shall be sent to:

Administrative Services Division Manager
Human Services Department
3000 Rockefeller Avenue, M/S 305
Everett, WA 98201

Or emailed to: HSD.Fiscal@snoco.org

5. The Contractor shall follow up on and develop corrective action for all audit findings, in accordance with OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," and prepare a "Summary Schedule of Prior Audit Findings."

6. If the Contractor is a state or local government entity, the audit shall be conducted by the Office of the State Auditor, or designee of the State Auditor. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Contractor in accordance with OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations."

C. Other Audits

1. Contractors that receive less than \$500,000 in federal awards, Contractors that are private for-profit agencies, Contractors that are solely state funded and/or Contractors that are identified as vendors currently do not fall under the requirements of the Single Audit Act and shall have a financial audit performed by a licensed CPA, as defined by Government Auditing Standards (The Revised Yellow Book) and according to Generally Accepted Auditing Standards (GAAS).
2. The financial audit requirement may be waived for small agencies, at the County's sole discretion. For small entities, a review engagement by a licensed CPA will be required when the County has waived the financial audit provision. The County reserves the right to require an audit described in C.1 above, should the results of the review engagement be unfavorable.
3. The Contractor must send a copy of the audit report/review engagement no later than nine (9) months after the end of the Contractor's fiscal year(s) to:

Administrative Services Division Manager
Snohomish County Human Services Department
3000 Rockefeller Avenue, M/S 305
Everett, WA 98201

Or emailed to: HSD.Fiscal@snoco.org

XXXIV. OVERPAYMENTS AND ASSERTION OF LIEN

In the event that the County establishes that overpayments or erroneous payments have been made to the Contractor under any Contract, the County may secure repayment, plus interest, if any, through the filing of a lien against the Contractor's real property, or by requiring the posting of a bond, assignment of deposit, or some other form of security acceptable to the County, or by doing both.

XXXV. INSURANCE

Prior to commencement of any Contract, the Contractor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the Contract by the Contractor, its agents, representatives, employees, contractors or Subcontractors. Review of the Contractor insurance by the County shall not relieve or decrease the liability of the Contractor.

A. Minimum Insurance Requirements

1. Commercial General Liability Insurance with limits not less than; \$1,000,000 each occurrence and \$2,000,000 aggregate written on Insurance Services Office (ISO) occurrence form CG 00 01, or its equivalent and shall cover liability arising

from premises operations, completed operations, personal injury and advertising injury. The policy shall not be modified to exclude liability arising from exploding, collapse or underground property damage. Claims made policies are not acceptable.

2. If the Contract includes any activities requiring the use of a vehicle, the Contractor shall also obtain and maintain Automobile Liability insurance with limits not less than \$1,000,000 written on Insurance Services Office (ISO) form CA 00 1 or its equivalent and shall cover liability for ANY AUTO. If necessary, the policy shall be endorsed to provide contractual liability coverage.
3. If the Contractor is providing a professional service, Professional Liability coverage is required:
 - a. Minimum limit of coverage shall be \$1,000,000 per claim.
 - b. For coverage provided on a "claims made" form, the policy shall be effective prior to or coincident with the date of the Contract. The coverage shall be maintained for the duration of the Contract and for a minimum of three (3) years following termination of the Contract. The Contractor shall annually provide the County with proof of renewal.
4. Workers Compensation coverage will be maintained as required by the Industrial Insurance laws of the State of Washington and, if applicable, the Federal Longshoremen's and Harbor Workers' Act.

B. Insurance Certificates

1. Prior to the commencement of any Contract, the Contractor shall furnish to the County a certificate of insurance with required additional insured endorsements.
2. If the Contractor is a public entity and is insured through a State of Washington approved and recognized cooperative or pool, the County will accept a letter of coverage in lieu of a certificate of insurance.
3. All insurance certificates shall name Snohomish County, its officers, elected officials, agents and employees as additional insured.

XXXVI. BONDING

The Contractor shall provide and maintain any bond obligations specified in this Agreement or any Contract during the full term of the Contract.

XXXVII. INDEMNIFICATION

- A. The Contractor shall hold harmless, indemnify and defend Snohomish County, its officers, elected officials, agents, employees, and any state, federal, or other funding agency from and against any and all claims, suits, actions, liability, loss, expenses, damages, and judgments of any nature whatsoever, including costs and attorney's fees in defense thereof, for damage to any property or business and/or any death, injury, sickness or disability to any person, including without limitation any employee of the Contractor or its Subcontractors, caused by or arising out of or suffered, directly or indirectly, in connection with the performance of this Agreement or any

Contract or any act, error, or omission of the Contractor, Contractor's employees, agents, or Subcontractors, whether by negligence or otherwise.

- B. The Contractor shall assume the risk, liability, and pay all damage, loss, cost, and expense of any party, including its employees, arising out of the performance of this Agreement and any Contract, except that caused by negligence and/or willful misconduct solely of Snohomish County and/or its employees acting within the scope of their employment.
- C. With respect to the Contractor's obligations to hold harmless, indemnify and defend provided for herein, but only as such obligations relate to claims, actions or suits filed against the County, the Contractor further agrees to waive its immunity under the Industrial Insurance Act, Title 51 RCW, for any injury or death suffered by the Contractor's employee(s) caused by or arising out of the Contractor's acts, errors or omissions in the performance of this Agreement and any Contract. This waiver is mutually negotiated by the parties.
- D. The Contractor's obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, omission or breach of any common law, statutory or other delegated duty by the Contractor, Contractor's employees, agents, or Subcontractors.

XXXVIII. DISPUTES

- A. Except as otherwise provided in this Agreement or any Contract, any dispute concerning a question of fact arising under this Agreement or any Contract, which is not disposed of by consensus, shall be decided by the County through the Director of Human Services upon submission of the dispute for resolution in writing by either party. The Director shall submit his/her decision in writing and mail or otherwise furnish a copy thereof to the Contractor. Participation in this dispute process shall precede any judicial or quasi-judicial action and shall be the final administrative remedy available to the parties.
- B. The decision of the County shall be final, but shall not preclude judicial review. Pending resolution of the dispute, the Contractor shall proceed diligently with the performance of any Contract.
- C. A party's written request for dispute resolution must be mailed to the Human Services Department, 3000 Rockefeller Avenue, M/S 305, Everett, WA 98201 within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue which it now disputes and must state:
 - 1. The disputed issues;
 - 2. The relative positions of the parties; and
 - 3. The Contractor's name, address, and its County contract number.

XXXIX. RESPONSIBILITY

Each party to this Agreement shall be responsible for the negligence of its officers, employees, agents, and Subcontractors in the performance of this Agreement and any Contract. Except to the extent that it meets its obligations to perform this Agreement or any Contract through a Subcontractor, no party to this Agreement shall be responsible

for the acts and/or omissions of entities or individuals not a party to this Agreement or any Contract. The County and the Contractor shall cooperate in the defense of tort lawsuits, when possible. Both parties agree and understand that this provision may not be feasible in all circumstances. The County and the Contractor agree to notify the attorneys of record in any tort lawsuit where both are parties if either County or the Contractor enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible, and the notice may be either written or oral.

XL. COUNTY AUTHORITY

The County Executive or his/her designee shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement and any Contract on behalf of the County, provided it is in writing and signed by the County Executive or his/her designee and consistent with the requirements for changes and modifications under this Agreement and any Contract.

XLI. DRUG-FREE WORKPLACE

The Contractor shall maintain a workplace free from alcohol and drug abuse as required by the Drug-Free Workplace Act of 1998, Pub. L. No. 105-277, 112 Stat. 2681, as amended.

XLII. CHANGES AND MODIFICATIONS

A. Either party may request changes, amendments, or additions to any portion of this Agreement or any Contract. Except as provided in Section XLII-B below, no such changes, amendments, or additions to any portion of this Agreement or any Contract shall be valid or binding upon either party unless it is in writing and executed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment. All amendments shall be attached to, and made part of, the amended Agreement or Contract.

B. This Agreement and any Contract may be unilaterally amended by the County Executive or his/her designee to:

1. Reflect changes in state or federal laws, rules, policies, or regulations governing their content; or
2. Extend the end date of any Contract without making any changes to the budget.

XLIII. TERMINATION OR SUSPENSION OF ANY CONTRACT

A. Termination for Convenience:

1. The County or Contractor may terminate any Contract, in whole or in part, upon thirty (30) calendar days' advance written notice to the other party.
2. In the event of termination under this clause, the County shall be liable only for payment in accordance with the terms of the Contract for services rendered prior to the effective date of termination. The County may pay an amount mutually agreed by the parties for partially completed work and services, if work products are useful to or usable by the County.

B. Termination for Lack of Funding:

1. The County may terminate any Contract, in whole or in part, upon five (5) business days' written notice in the event expected or actual funding from a state, federal, or other source is withdrawn, reduced, or limited in any way prior to Contract expiration. The termination shall be effective on the date specified in the notice of termination.
2. In the event of termination under this clause, the County shall be liable only for payment in accordance with the terms of the Contract for services rendered prior to the effective date of termination. The County may pay an amount mutually agreed by the parties for partially completed work and services, if work products are useful to or usable by the County.

C. Suspension or Termination for Lack of Performance:

1. In the event the County determines the Contractor has failed to meet or maintain any requirement for contracting with the County, to comply with the terms or conditions of this Agreement or any Contract in a timely manner, or has otherwise breached any provision or condition of this Agreement or any Contract, the County has the right to suspend or terminate any Contract upon a 24-hour prior written notice.
2. The County may suspend all or any part of any Contract, and withhold further payments or prohibit the Contractor from incurring additional obligations thereunder, during investigation of suspected noncompliance. The County may also take these actions pending corrective action by the Contractor or pending a decision by the County to terminate any Contract.
3. Before the County may terminate any Contract for lack of performance, the County shall provide the Contractor with written notice of the Contractor's noncompliance and provide the Contractor a reasonable opportunity to correct the Contractor's noncompliance. If the Contractor does not correct the Contractor's noncompliance within the period of time specified in the written notice of noncompliance, the County may then terminate the Contract. The County may terminate the Contract for lack of performance without such written notice and without opportunity for correction if the County has a reasonable basis to believe that a client's health or safety is in jeopardy.
4. The rights and remedies of the County provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

D. Suspension or Termination for Fraud, Abuse, Violation of Law

The County reserves the right to suspend or terminate all or part of any Contract, to withhold further payments, or to prohibit the Contractor from incurring additional obligations of funds, if the County has reason to believe that fraud, abuse, or violation of law has occurred on the part of the Contractor in the performance of any Contract.

E. Suspension or Termination Procedures

1. Suspension or Termination by County

Upon receipt of the notice of suspension or termination of any Contract, unless otherwise directed by the County in writing, the Contractor shall:

- a. Stop work under the Contract on the date, and to the extent, specified in the notice;
- b. Place no further orders or subcontracts for materials, services, or facilities under that portion of the Contract that has been suspended or terminated;
- c. Complete performance of that part of the Contract, if any, which has not been suspended or terminated;
- d. Take such action as may be necessary for the protection and preservation of the property related to the Contract which is in the possession of the Contractor and in which the County has or may acquire an interest; and
- e. Transfer title to the County of any property that was purchased with funds awarded under any Contract or any prior contract involving the same funding source and program purpose.

2. Termination by Contractor

- a. The Contractor may terminate any Contract for default, in whole or in part, by written notice to the County, if the Contractor has a reasonable basis to believe that the County has:
 - (i) Failed to meet or maintain any requirement for contracting with the Contractor;
 - (ii) Failed to perform under any provision of this Agreement or any Contract;
 - (iii) Violated any law, regulation, rule, or ordinance applicable to this Agreement or any Contract; or
 - (iv) Otherwise breached any provision or condition of this Agreement or any Contract.
- b. Before the Contractor may terminate any Contract for lack of County performance, the Contractor shall provide the County with written notice of the County's noncompliance with the Agreement or the Contract and provide the County a reasonable opportunity to correct the County's noncompliance. If the County does not correct the County's noncompliance within the period of time specified in the written notice of noncompliance, the Contractor may then terminate the Contract.

3. Delivery and Preservation of County Assets; Recovery of Costs

Upon termination of a Contract by either party, the Contractor shall promptly deliver to the County all County assets (property) in the Contractor's possession, including any material created under any Contract. Upon failure to return County property within ten (10) business days of the Contract termination, the Contractor shall be charged with all reasonable costs of recovery, including transportation. The Contractor shall take reasonable steps to protect and preserve any property of the County that is in the possession of the Contractor pending return to the County.

4. Remedies

- a. If the County terminates any Contract for lack of performance, the County may withhold a sum from the final payment to the Contractor that the County determines is necessary to protect the County against loss or additional liability. The County shall be entitled to all remedies available at law, in equity, or under this Agreement.
- b. The Contractor shall be entitled to all remedies available at law, in equity, or under this Agreement if either:
 - (i) The County terminated a Contract for lack of performance and it is later determined that the Contractor was not at default for lack of performance; or
 - (ii) If the Contractor terminated a Contract for lack of County performance.

XLIV. SEVERABILITY

- A. The provisions of this Agreement are severable. If any part, term, or provision of this Agreement or any Contract is determined to be invalid, the remaining provisions shall not be affected thereby, and the rights and obligations of the parties shall be construed and enforced as if this Agreement or any Contract did not contain the particular provision held to be invalid.
- B. If it should appear that any part, term, or provision is in conflict with any constitutional or statutory provision of the State of Washington, the part, term, or provision shall be deemed modified to conform to such constitutional or statutory provision.

XLV. CONTRACT CLOSE-OUT PROCEDURES

- A. The Contractor shall submit within thirty calendar (30) days after the date of expiration of any Contract all financial, performance, and other reports required by the Contract and, in addition, shall cooperate in a program or other audit by the County or its designee if the County determines that a program or other audit is necessary.
- B. If a financial audit of any Contract is conducted, the County retains the right to withhold a just and reasonable sum from the final payment to the Contractor after fully considering the results of the final audit.

XLVI. LOBBYING AND CERTIFICATION

- A. The requirements of 31 U.S.C. § 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," and related subsections of the Code of Federal Regulations implemented for funding authorities, apply to federal contracts, grants and cooperative agreements exceeding \$100,000 in total costs (see 45 CFR § 93.110(a)(1)), and loans exceeding \$150,000 (see 45 CFR § 93.110(a)(2)).
- B. No federal funds awarded under any Contract may be used to provide assistance in connection with any election or any voter registration activity. No federal funds may

be used for working for or against ballot measures, or for or against the candidacy of any person for public office.

- C. The Contractor certifies to the best of its knowledge and belief that no federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of a federal agency or 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. If any funds other than federal appropriated funds have or will be paid for the purposes stated above, the Contractor must file a disclosure form in accordance with 45 CFR § 93.110.
- D. The Contractor shall include a clause in all Subcontracts restricting Subcontractors from lobbying in accordance with this section and requiring Subcontractors to certify and disclose accordingly.

XLVII. VENUE STIPULATION

This Agreement and any Contract has been and shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be Snohomish County.

XLVIII. NOTICES

- A. Unless otherwise directed in writing, notices, reports, and payments to the County shall be delivered to the following address:

Administrative Services Division
Snohomish County Human Services Department
3000 Rockefeller Avenue, M/S 305
Everett, WA 98201

- B. Unless otherwise directed in writing, notices, reports, and payments to the Contractor shall be delivered to the following address:

City of Marysville Parks
1049 State Street
Marysville, WA 98270

- C. Notices mailed by the County shall be deemed given on the date mailed. Notices received by the County shall be deemed given on the date received. Either party may change its address for receipt of reports, notices, or payments by giving the other written notice of not less than fifteen (15) calendar days prior to the effective date.

XLIX. SIGNATURE AUTHORIZATION FORMS

The Contractor shall submit a Signature Authorization Form annually and upon request from the County. The Signature Authorization Form shall reflect the authorized signatory(ies) of the Contractor for applications, contracts, amendments, and monthly expenditures reports and requests for reimbursement. The Signature Authorization Form shall also designate the email address for the authorized recipient(s) of contracts

and amendments from the County. Changes to signature authority of the Contractor shall require that an updated Signature Authorization Form be submitted to the County.

L. SURVIVABILITY

The terms and conditions contained in this Agreement which by their sense and context are intended to survive the expiration or termination of the Agreement or a Contract shall survive. Surviving terms include, but are not limited to: Confidentiality, Disputes, Inspection, Maintenance of Records, Ownership of Material, Responsibility, Termination for Lack of Performance, Termination Procedure, and Treatment of Assets.

LI. ENTIRE AGREEMENT

These provisions represent the entire and integrated Basic Terms and Conditions of the parties and may not be modified or amended except as provided herein.

LII. ORDER OF PRECEDENCE

In the event of an inconsistency between the terms of this Agreement and any Contract, the conflict shall be resolved by giving precedence to the Specific Terms and Conditions of the Contract.

LIII. WAIVER

Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Agreement or any Contract into which it is incorporated unless amended as set forth in Section XLII, Changes and Modifications.

LIV. EFFECTIVE DATE AND EFFECTIVENESS OF THIS AGREEMENT

This Agreement becomes effective only upon incorporation by reference into a Contract between the County and the Contractor. Prior Basic Terms and Conditions between the parties incorporated by reference into contracts existing prior to the execution of these Basic Terms and Conditions shall remain in effect as to those contracts. To that extent, prior Basic Terms and Conditions shall not be superseded by these Basic Terms and Conditions.

SNOHOMISH COUNTY:

CONTRACTOR:

By: _____
Kenneth Stark, Director (Date)
Human Services Department

By: _____
Signature (Date)

Title

Reviewed and approved per
memorandum dated 10/29/12:
PA File No. HS 12-016
Deputy Prosecuting Attorney

Index #7

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 26, 2012

AGENDA ITEM: Supplemental Agreement No. 1 - No Cost PSA Extension with Kennedy /Jenks Consultants for Professional Services on the Crown Pacific site Brownfields Cleanup.	AGENDA SECTION:	
PREPARED BY: Shawn Smith, P.E., Engineering Services Manager	DIRE	
ATTACHMENTS: Supplemental Agreement No. 1 Professional Services Agreement		
	MAYOR	CAO
BUDGET CODE: 30500030.563000 R0604	AMOUNT: \$0	

DESCRIPTION:

This Supplemental Agreement is for a no cost time extension for the Professional Services Agreement (PSA) with Kennedy/Jenks Consultants for the cleanup of the Crown Pacific site at 60 State Avenue. The PSA was signed on March 9th, 2011 and it expired on October 31, 2012. Additional time is required for the remaining work on the cleanup.

RECOMMENDED ACTION: AUTHORIZE THE MAYOR TO SIGN THE Supplemental Agreement Number 1 with Kennedy/Jenks Consultants.
COUNCIL ACTION:

**SUPPLEMENTAL AGREEMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND KENNEDY/JENKS CONSULTANTS
FOR CONSULTING SERVICES**

This Supplemental Agreement No. 1 is made and entered into on the first day of November, 2012, between the City of Marysville, hereinafter called the "City" and Kennedy/Jenks Consultants, a California corporation, hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for providing the City with consulting engineering services to assist with a US EPA Brownfields cleanup project at the former Crown Pacific Mill located at 60 State Avenue in Marysville, Washington, hereinafter called the "Project," said Agreement being dated March 9, 2011; and

WHEREAS, both parties desire to supplement said Agreement, by expanding the Scope of Services to provide for additional time to complete the work,

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

Each and every provision of the Original Agreement for Professional Services dated March 9, 2011, shall remain in full force and effect, except as modified in the following sections:

The Total Amount payable to the Consultant is summarized as follows:

Original Agreement	\$110,200.00
Supplemental Agreement No.1	\$0
Grand Total	\$110,200.00

PROFESSIONAL SERVICES AGREEMENT - 1
Supplement

/wpf/forms/municipal/MV0038.B

3. Article III, Section 3.3 of the Original Agreement, "TIME OF PERFORMANCE", is amended to provide that all work shall be completed by December 31, 2013.

IN WITNESS WHEREOF, the parties hereto have executed this SUPPLEMENTAL AGREEMENT NO. 1 as of the day and year first above written.

CITY OF MARYSVILLE

KENNEDY/JENKS CONSULTANTS

By: _____
Mayor

By: _____
Its _____

ATTEST/AUTHENTICATED:

City Clerk

APPROVED AS TO FORM:

Marysville City Attorney

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND KENNEDY/JENKS CONSULTANTS
FOR CONSULTING SERVICES**

THIS AGREEMENT, made and entered into in Snohomish County, Washington, by and between CITY OF MARYSVILLE, hereinafter called the "City," and Kennedy/Jenks Consultants, a California corporation, hereinafter called the "Consultant."

WHEREAS, the Consultant has represented, and by entering into this Agreement now represents, that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this agreement are fully qualified and properly licensed to perform the work to which they will be assigned.

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

ARTICLE I. PURPOSE

The purpose of this agreement is to provide the City with consulting engineering services to assist with a US EPA Brownfield cleanup project at the former Crown Pacific Mill property located at 60 State Avenue in Marysville, WA. Our scope of services is described in Article II. The general terms and conditions of relationships between the City and the Consultant are specified in this agreement.

ARTICLE II. SCOPE OF WORK

The scope of work is set out in the attached Estimate of Professional Services for the Marysville US EPA Brownfield Cleanup Project, hereinafter referred to as the "scope of

services," **Exhibit A**. All services and materials necessary to accomplish the tasks outlined in **Exhibit A** shall be provided by the Consultant unless noted otherwise in the scope of services or this agreement.

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

III.1 MINOR CHANGES IN SCOPE. The Consultant shall accept minor changes, amendments, or revision in the detail of the work as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

Extra Work. The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the scope of work in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

III.2 WORK PRODUCT AND DOCUMENTS. The work product and all documents listed in the scope of services shall be furnished by the Consultant to the City, and upon completion of the work 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 work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this agreement or in the event that this contract shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work done to date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this contract. The summary of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of these documents or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

III.3 TIME OF PERFORMANCE. The Consultant shall be authorized to begin work under the terms of this agreement upon signing of both the scope of services and this agreement and shall complete the work by October 31, 2012, unless a mutual

written agreement is signed to change the schedule. An extension of the time for completion may be given by the City due to conditions not expected or anticipated at the time of execution of this agreement.

III.4 **NONASSIGNABLE.** The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

III.5 **EMPLOYMENT.** Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and 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 so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

III.6 **INDEMNITY.**

a. The Engineer will at all times indemnify and hold harmless and defend the City, its elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of the Engineer in performance of Engineer's professional services under this agreement. The term "claims" as used herein shall mean all claims, lawsuits, causes of action, and other legal actions and proceedings of whatsoever nature, involving bodily or personal injury or death of any person or damage to any property including, but not limited to, persons employed by the City, the Engineer or other person and all property owned or claimed by the City, the Engineer, or affiliate of the Engineer, or any other person.

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 damaging arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Engineer and the City, its members, officers, employees and agents, the Engineer's liability to the City, by way of indemnification, shall be only to the extent of the Engineer's negligence.

c. The provisions of this section shall survive the

expiration or termination of this agreement.

III.7 INSURANCE.

a. **Minimum Limits of Insurance.** The Consultant shall, before commencing work under this agreement, file with the City certificates of insurance coverage to be kept in force continuously during this agreement, and during all work performed pursuant to all short form agreements, in a form acceptable to the City. Said certificates shall name the City as an additional named insured with respect to all coverages except professional liability insurance. The minimum insurance requirements shall be as follows:

(1) Comprehensive General Liability. \$1,000,000 combined single limit per occurrence for bodily injury personal injury and property damage; damage, \$2,000,000 general aggregate;

(2) Automobile Liability. \$300,000 combined single limit per accident for bodily injury and property damage;

(3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington;

(4) Consultant's Errors and Omissions Liability. \$1,000,000 per occurrence and as an annual aggregate.

b. **Endorsement.** Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

c. **Acceptability of Insurers.** Insurance to be provided by Consultant shall be with a Bests rating of no less than A:VII, or if not rated by Bests, with minimum surpluses the equivalent of Bests' VII rating.

d. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current.

III.8 **DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION.** The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, 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, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. 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.

III.9 UNFAIR EMPLOYMENT PRACTICES. During the performance of this agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

III.10 AFFIRMATIVE ACTION. Affirmative action shall be implemented by the Consultant to ensure that applicants for employment and all employees are treated without regard to race, creed, color, sex, age, marital status, national origin or the presence of any sensory, mental or physical handicap, unless based on a bona fide occupational qualification. The Consultant agrees to take affirmative action to ensure that all of its employees and agent adhere to this provision.

III.11 LEGAL RELATIONS. The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this agreement. This contract shall be interpreted and construed in accordance with the laws of Washington. Venue for any action commenced relating to the interpretation, breach or enforcement of this agreement shall be in Snohomish County Superior Court.

III.12 INDEPENDENT CONTRACTOR. The Consultant's relation to the City shall at all times be as an independent contractor.

III.13 CONFLICTS OF INTEREST. While this is a non-exclusive agreement the Consultant agrees to and will notify the City of any potential conflicts of interest in Consultant's client base and will seek and obtain written permission from the City prior to providing services to third parties where a conflict of interest is apparent. If a conflict is irreconcilable, the City reserves the right to terminate this agreement.

III.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 services provided to the City.

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 **PAYMENTS.** The Consultant shall be paid by the City for completed work for services rendered under this agreement and as detailed in the scope of services as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. Payment shall be on a time and expense basis, provided, however, in no event shall total payment under this agreement exceed \$110,200.00. In the event the City elects to expand the scope of services from that set forth in **Exhibit A**, the City shall pay Consultant an additional amount based on a time and expense basis, based upon Consultant's current schedule of hourly rates.

a. Invoices shall be submitted by the Consultant to the City for payment pursuant to the terms of the scope of services. The invoice will state the time expended, the hourly rate, a detailed description of the work performed, and the expenses incurred during the preceding month. Invoices must be submitted by the 20th day of the month to be paid by the 15th day of the next calendar month.

b. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

IV.2 **CITY APPROVAL.** Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this contract must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the scope of work and City requirements.

ARTICLE V. GENERAL

V.1 **NOTICES.** Notices to the City shall be sent to the following address:

CITY OF MARYSVILLE
C/O Shawn Smith
1049 State Avenue
MARYSVILLE, WA 98270

Notices to the Consultant shall be sent to the following address:

Kennedy/Jenks Consultants
Attention - Kurt Easthouse
32001 32nd Avenue South, Suite 100
Federal Way, Washington 98001

Receipt of any notice shall be deemed effective three (3)

days after deposit of written notice in the U.S. mail with proper postage and address.

V.2 **TERMINATION.** The right is reserved by the City to terminate this agreement in whole or in part at any time upon ten (10) days' written notice to the Consultant.

If this agreement is terminated in its entirety by the City for its convenience, a final payment shall be made to the Consultant which, when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination applied to the total work required for the project.

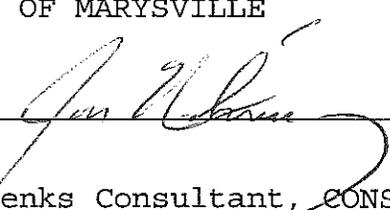
V.3 **DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this contract may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 **NONWAIVER.** Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.

DATED this 9th day of March, 2011.

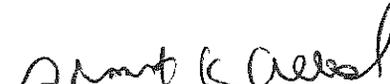
CITY OF MARYSVILLE

By


Kennedy/Jenks Consultant, CONSULTANT

By

Approved as to form:


GRANT K. WEED, City Attorney

Index #8

**CITY OF MARYSVILLE-
EXECUTIVE SUMMARY FOR ACTION**

CITY COUNCIL MEETING DATE: November 26, 2012

AGENDA ITEM: ZA05-12811SD Meadows at Two Cedars Div. 3 – final plat	AGENDA SECTION:	
PREPARED BY: Angela Gemmer, Associate Planner	AGENDA NUMBER:	
ATTACHMENTS: 1. Sno. Co. Hearing Examiner’s Decision dated 9/27/2006 2. Vicinity map 3. Legal description 4. Final plat checklist 5. Final plat map	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

The Snohomish County Hearing Examiner granted preliminary subdivision approval for a 142-lot subdivision known as “Meadows at Two Cedars” on September 27, 2006. Snohomish County PDS approved a minor modification dividing the subdivision into four phases on September 11, 2009. The first two phases, consisting of 97 lots, were constructed and recorded while under Snohomish County’s jurisdiction. The final two phases of this plat have been consolidated as Division 3. Division 3 was annexed into the City on December 30, 2009, and consists of 45 lots generally located along 58th Drive NE from approximately 121st Place NE to 123rd Place NE. The applicant has met all plat conditions of approval.

RECOMMENDED ACTION: Staff recommends that the City Council approve and authorize the Mayor to sign the final plat of Meadows at Two Cedars Div. 3.
COUNCIL ACTION:



Snohomish County

BEFORE THE

Hearing Examiner's Office

Email: Hearing.Examiner@co.snohomish.wa.us

SNOHOMISH COUNTY HEARING EXAMINER

Robert J. Backstein
Hearing Examiner

DECISION of the DEPUTY HEARING EXAMINER

Ed Good
Deputy Hearing Examiner

In the Matter of the Application of)
BOYDEN, ROBINETT & ASSOC.)
Preliminary plat for a 142-lot subdivision utilizing lot)
size averaging in two phases)

FILE NO. 05 128311 SD

M/S 405
3000 Rockefeller Ave.
Everett, WA 98201
(425) 388-3538
FAX (425) 388-3201

DATE OF DECISION: September 27, 2006

PLAT/PROJECT NAME: *Meadows at Two Cedars*

DECISION (SUMMARY): The application for a 142-lot subdivision is **CONDITIONALLY APPROVED.**

BASIC INFORMATION

GENERAL LOCATION: This project is located east of 55th Avenue NW, south of 124th Place NW and north of 119th Place NE, Marysville, Washington.

ACREAGE: 30 acres

NUMBER OF LOTS: 142

AVERAGE LOT SIZE: 5,622 square feet

MINIMUM LOT SIZE: 5,001 square feet

DENSITY: 4.79 du/ac (gross)
6.05 du/ac (net)

ZONING: R-9,600

Received

SEP 28 2006

City of Marysville
Community Development

COMPREHENSIVE PLAN DESIGNATION:

General Policy Plan Designation: Urban Low Density Residential (5-6 du/ac)

UTILITIES:

Water/Sewer: City of Marysville

SCHOOL DISTRICT: Marysville

FIRE DISTRICT: No. 12

SELECTED AGENCY RECOMMENDATIONS:

Department of:

Planning and Development Services (PDS): Approval subject to conditions

Public Works (DPW): Approval subject to conditions

INTRODUCTION

The applicant filed the Master Application on February 1, 2006. (Exhibit 1)

The Department of Planning and Development Services (PDS) gave proper public notice of the open record hearing as required by the county code. (Exhibits 17, 18 and 19)

A SEPA determination was made on July 28, 2006. (Exhibit 16) No appeal was filed.

The Examiner held an open record hearing on September 12, 2006, the 61st day of the 120-day decision making period. Witnesses were sworn, testimony was presented, and exhibits were entered at the hearing.

PUBLIC HEARING

The public hearing commenced on September 12, 2006 at 9:04 a.m.

1. The Examiner announced that he had read the PDS staff report, reviewed the file and viewed the area and therefore was generally apprised of the particular request involved.
2. The applicant, Richard Boyden of Boyden, Robinett & Associates, was represented by Ry McDuffy. Snohomish County was represented by Paul MacCready of the Department of Planning and Development Services and by Ann Goetz of the Department of Public Works.
3. No member of the general public attended the hearing. However, correspondence (Exhibits 21 and 23 - 29) was received from eight vicinity households expressing concern primarily about traffic and drainage.

The hearing concluded at 9:26 a.m.

NOTE: For a complete record, an electronic recording of this hearing is available in the Office of the Hearing Examiner.

FINDINGS, CONCLUSIONS AND DECISION

FINDINGS OF FACT

Based on all the evidence of record, the following findings of fact are entered.

1. The master list of exhibits and witnesses which is a part of this file and which exhibits were considered by the Examiner, is hereby made a part of this file as if set forth in full herein.
2. The PDS staff report has correctly analyzed the nature of the application, the issues of concern, the application's consistency with adopted codes and policies and land use regulations, and the State Environmental Policy Act (SEPA). That staff report is hereby adopted by the Examiner as if set forth in full herein.
3. The request is to construct a 142-lot subdivision using lot size averaging in two phases. Average weekday vehicle trips are 1,291, of which 100 are morning peak hour trips and 136 are p.m. peak hour trips. Residents in the vicinity express dismay at the addition of that number of daily and peak hour trips. Gary McKeeman (Exhibit 21) points out that the only ingress to, and egress from, his neighborhood is the intersection of 121st Place NE and 51st Avenue NE. He is concerned about whether proposed improvements to that intersection will take into account this plat's additional trips. Gary Baunsgard (Exhibit 23) expresses similar concerns about the combined trips of the subject plat and also the plat of Pacific Meadows. He notes that Shoultes Road is "way overloaded" now at 108th Street NE and 100th Street NE and 88th Street NE "in all directions". Related concerns are expressed by Rick Seibert (Exhibit 27) and by Richelle Fisher (Exhibit 25), the latter of whom states concern about the safety of children on 121st Street NE. John Radder (Exhibit 28) shares the concerns listed above and asks several questions about how the proposed plat herein will affect development options for his own property.
4. Water and sewer are being provided by the City of Marysville. The Health District has no objection to the plat, therefore.
5. The project would comply with park mitigation requirements under Chapter 30.66A SCC by the payment of \$48.82 for each new single-family home.
6. The DPW reviewed the request with regard to traffic mitigation and road design standards. This review covered Title 13 SCC and Chapter 30.66B SCC as to road system capacity, concurrency, inadequate road conditions, frontage improvements, access and circulation, and dedication/deeding of right-of-way, state highway impacts, impacts on other streets and roads, and Transportation Demand Management. As a result of this review, the DPW has determined that the development is concurrent and has no objection to the requests subject to various conditions.
7. School mitigation requirements under Chapter 30.66C SCC have been reviewed and set forth in the conditions.
8. No wetlands are located on or within 100 feet of the subject property. A watercourse on the south boundary of the proposed plat flows westerly in Tracts 997 and 998 as a ditched stream. This watercourse is a Type 5 stream which requires a 10-foot buffer from the ordinary high water mark (OHWM) of the stream. There are no requirements for designation of this area as Native Growth Protection Area (NGPA) and the watercourse may continue to be maintained as a ditched stream via an

easement and per the requirements as may be needed through the Washington State Department of Fish & Wildlife's (WDFW) Hydraulic Project Approval (HPA) process. The preliminary plat map correctly labels the stream and buffer. Larry Lindquist (Exhibit 24) points out that the farm drainage ditch has grown with development in the area and its water crosses the sites of four homes in the 5500 block of 126th Place NE. He is concerned that shoring up of the ditch that he was required to do by the County has been removed for ditch expansion during the last few years. Nick VanDam describes the ditch and shows its course in more detail on a map and points out: "This ditch is crucial to the appropriate drainage of all surrounding land to the North and East, the majority of it still being farmed." He asks that the ditch be piped because trash is thrown into it now which he has been removing to prevent serious damage. Arthur Wright (Exhibit 29) lives on the south side of the subject ditch which he asserts has flooded his home due to NGPS's required downstream. His two recommendations are noted for consideration during detailed drainage plan review.

9. The PDS Engineering Division has reviewed the concept of the proposed grading and drainage and recommends approval of the project subject to conditions, which would be imposed during full detailed drainage plan review pursuant to Chapter 30.63A SCC.
10. The property is designated Urban Low Density Residential (ULDR 4-6 du/ac) on the General Policy Plan (GPP) Future Land Use Map (FLUM) and is located within an Urban Growth Area (UGA). Land in this category may be developed at a density of 4-6 du/ac and one of the implementing zones is the R-7,200 zone which is the case here.
11. The proposed use (single-family detached development) is essentially compatible with existing single-family detached developments on larger lots. Because the property is within a UGA, policies were adopted to promote urban densities of development. A comparison with the present lower density character of much of the area is inappropriate since the present density of development in much of the surrounding area is inconsistent with both the adopted comprehensive plans and the present zoning.
12. The request complies with the Snohomish County Subdivision Code, Chapter 30.41A SCC as well as the State Subdivision Code, RCW 58.17. The proposed plat complies with the established criteria therein and makes the appropriate provisions for public, health, safety and general welfare, for open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds, and other planning features including safe walking conditions for students.
13. The proposal has been evaluated by PDS for compliance with the lot size averaging provisions of SCC 30.41A.240 and SCC 30.23.210. This proposal is consistent with those provisions.
14. The request is consistent with Section 30.70.100 SCC (Section 32.50.100 SCC), which requires, pursuant to RCW 36.70B.040, that all project permit applications be consistent with the GMACP, and GMA-based county codes.
15. Any finding of fact in this decision which should be deemed a conclusion is hereby adopted as such.

CONCLUSIONS OF LAW

Based on the findings of fact entered above, the following conclusions of law are entered.

1. The Examiner having fully reviewed the PDS staff report, hereby adopts said staff report as properly setting forth the issues, the land use requests, consistency with the existing regulations, policies, principles, conditions and their effect upon the request. It is therefore hereby adopted by the Examiner as a conclusion as if set forth in full herein, in order to avoid needless repetition. There are no changes to the recommendations of the staff report.
2. The Department of Public Works recommends that the request be approved as to traffic use subject to conditions specified below herein.
3. The request is consistent with the (1) GMACP, GMA-based County codes, (2) the type and character of land use permitted on the site, (3) the permitted density, and (4) the applicable design and development standards.
4. Because of asserted flooding, the two recommendations made by Arthur Wright in this record should be given thorough consideration during final drainage plan review.
5. The conclusions of law immediately above herein are entered with awareness of the public concerns expressed in this record. However, the higher density infill in lieu of sprawl implements the applicable law and policies.
6. The request should be approved subject to compliance by the applicant with the following conditions:

CONDITIONS

- A. The revised preliminary plat received by PDS on July 13, 2006 (Exhibit 15) shall be the approved plat configuration. Changes to the approved plat are governed by SCC 30.41A.330.
- B. Prior to initiation of any further site work; and/or prior to issuance of any development/construction permits by the county:
 - i. All site development work shall comply with the requirements of the plans and permits approved pursuant to Condition A, above.
- C. The following additional restrictions and/or items shall be indicated on the face of the final plat:
 - i. "The dwelling units within this development are subject to park impact fees in the amount of \$48.82 per newly approved dwelling unit pursuant to Chapter 30.66A. Payment of these mitigation fees is required prior to building permit issuance; provided that the building permit has been issued within five years after the application is deemed complete. After five years, park impact fees shall be based upon the rate in effect at the time of building permit issuance."

- ii. "The lots within this subdivision will be subject to school impact mitigation fees for the Marysville School District to be determined by the certified amount within the Base Fee Schedule in effect at the time of building permit application, and to be collected prior to building permit issuance, in accordance with the provisions of SCC 30.66C.010. Credit shall be given for one existing parcel. Lot 1; Phase 1 shall receive credit."
- iii. Chapter 30.66B SCC requires the new lot mitigation payments in the amounts shown below for each single family residential building permit:
 - \$2,200.14 per lot for mitigation of impacts on county roads paid to the county,
 - \$24.68 per lot for mitigation of impacts to WSDOT project DOT-1 (I-5 at SR-531) paid to the County,
 - \$33.50 per lot for mitigation of impacts to WSDOT project DOT-34 (SR-9 at 108th Street NE) paid to the County,
 - \$2,565.40 per lot for mitigation of impacts on Marysville streets paid to the City; proof of payment is required,
 - \$209.68 per lot for mitigation of impacts on Arlington streets paid to the City; proof of payment is required.

These payments are due at the time of building permit issuance for each single-family residence. Notice of these mitigation payments shall be contained in any deeds involving this subdivision of the lots therein. Once building permits have been issued all mitigation payments shall be deemed paid.
- iv. On lots with more than one road frontage, access shall be restricted to the minor road, unless a formal deviation is granted.

D. Prior to recording of the final plat:

- i. The extension of 121st Street NE, from the present end to the west property line of the development shall be converted to public right-of-way, and designed and constructed in accordance with EDDS 3-050 for a public non-arterial urban collector road or to the equivalent standard approved by the City of Marysville.
- ii. Construction of an offsite walkway to the nearest bus stop location for the public school students as identified by the Marysville School District (currently the intersection of 51st Ave. NE at 121st Street NE for the elementary and middle school students; and at 51st Ave. NE and 128th Place NE for the high school students) shall have been completed along the most direct legal route where no walkway currently exists.

E. In conformity with applicable standards and timing requirements:

- i. The preliminary landscape plan (Exhibit 13) shall be implemented. All required detention facility landscaping shall be installed in accordance with the approved landscape plan.

F. All development activity shall conform to the requirements of Chapter 30.63A SCC.

Nothing in this recommended approval excuses the applicant, owner, lessee, agent, successor or assigns from compliance with any other federal, state or local statutes, ordinances or regulations applicable to this project.

Preliminary plats which are approved by the county are valid for five (5) years from the date of approval and must be recorded within that time period unless an extension has been properly requested and granted pursuant to SCC 30.41A.300.

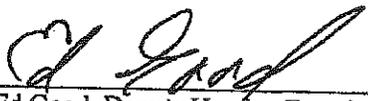
7. Any conclusion in this decision which should be deemed a finding of fact is hereby adopted as such.

DECISION

Based on the findings of fact and conclusions of law entered above, the decision of the Hearing Examiner on the application is as follows:

The requests for a preliminary plat for a 142-lot subdivision utilizing lot size averaging provisions is hereby **CONDITIONALLY APPROVED**, subject to the conditions set forth in Conclusion No. 6 above.

Decision issued this 27th day of September, 2006.


Ed Good, Deputy Hearing Examiner

EXPLANATION OF RECONSIDERATION AND APPEAL PROCEDURES

The decision of the Hearing Examiner is final and conclusive with right of appeal to the County Council. However, reconsideration by the Examiner may also be sought by one or more parties of record. The following paragraphs summarize the reconsideration and appeal processes. For more information about reconsideration and appeal procedures, please see Chapter 30.72 SCC and the respective Examiner and Council Rules of Procedure.

Reconsideration

Any party of record may request reconsideration by the Examiner. A petition for reconsideration must be filed in writing with the Office of the Hearing Examiner, 2nd Floor, County Administration-East Building, 3000 Rockefeller Avenue, Everett, Washington, (Mailing Address: M/S #405, 3000 Rockefeller Avenue, Everett WA 98201) on or before **OCTOBER 9, 2006**. There is no fee for filing a petition for reconsideration. "The petitioner for reconsideration shall mail or otherwise provide a copy of the petition for reconsideration to all parties of record on the date of filing." [SCC 30.72.065]

A petition for reconsideration does not have to be in a special form but must: contain the name, mailing address and daytime telephone number of the petitioner, together with the signature of the petitioner or of the petitioner's attorney, if any; identify the specific findings, conclusions, actions and/or conditions for which reconsideration is requested; state the relief requested; and, where applicable, identify the specific nature of any newly discovered evidence and/or changes proposed by the applicant.

The grounds for seeking reconsideration are limited to the following:

- (a) The Hearing Examiner exceeded the Hearing Examiner's jurisdiction;
- (b) The Hearing Examiner failed to follow the applicable procedure in reaching the Hearing Examiner's decision;
- (c) The Hearing Examiner committed an error of law;
- (d) The Hearing Examiner's findings, conclusions and/or conditions are not supported by the record;
- (e) New evidence which could not reasonably have been produced and which is material to the decision is discovered; or
- (f) The applicant proposed changes to the application in response to deficiencies identified in the decision.

Petitions for reconsideration will be processed and considered by the Hearing Examiner pursuant to the provisions of SCC 30.72.065. Please include the County file number in any correspondence regarding this case.

Appeal

An appeal to the County Council may be filed by any aggrieved party of record. Where the reconsideration process of SCC 30.72.065 has been invoked, no appeal may be filed until the reconsideration petition has been disposed of by the hearing examiner. An aggrieved party need not file a petition for reconsideration but may file an appeal directly to the County Council. If a petition for reconsideration is filed, issues subsequently raised by that party on appeal to the County Council shall be limited to those issues raised in the petition for reconsideration. Appeals shall be addressed to the Snohomish County Council but shall be filed in writing with the Department of Planning and Development Services, 2nd Floor, County Administration-East Building, 3000 Rockefeller Avenue, Everett, Washington (Mailing address: M/S #604, 3000 Rockefeller Avenue, Everett, WA 98201) on or before **OCTOBER 11, 2006** and shall be accompanied by a filing fee in the amount of five hundred dollars (\$500.00); PROVIDED, that the filing fee shall not be charged to a department of the County or to other than the first appellant; and PROVIDED FURTHER, that the filing fee shall be refunded in any case where an appeal is dismissed without hearing because of untimely filing, lack of standing, lack of jurisdiction or other procedural defect. [SCC 30.72.070]

An appeal must contain the following items in order to be complete: a detailed statement of the grounds for appeal; a detailed statement of the facts upon which the appeal is based, including citations to specific Hearing Examiner findings, conclusions, exhibits or oral testimony; written arguments in support of the appeal; the name, mailing address and daytime telephone number of each appellant, together with the signature of at least one of the appellants or of the attorney for the appellant(s), if any; the name, mailing address, daytime telephone number and signature of the appellant's agent or representative, if any; and the required filing fee.

The grounds for filing an appeal shall be limited to the following:

- (a) The decision exceeded the Hearing Examiner's jurisdiction;
- (b) The Hearing Examiner failed to follow the applicable procedure in reaching his decision;
- (c) The Hearing Examiner committed an error of law; or

- (d) The Hearing Examiner's findings, conclusions and/or conditions are not supported by substantial evidence in the record. [SCC 30.72.080]

Appeals will be processed and considered by the County Council pursuant to the provisions of Chapter 30.72 SCC. Please include the County file number in any correspondence regarding the case.

Staff Distribution:

Department of Planning and Development Services: Paul MacCready
Department of Public Works: Ann Goetz

The following statement is provided pursuant to RCW 36.70B.130: "Affected property owners may request a change in valuation for property tax purposes notwithstanding any program of revaluation." A copy of this Decision is being provided to the Snohomish County Assessor as required by RCW 36.70B.130.

Parties of Record Register
05 128311 SD MEADOWS AT TWO
CEDARS
HRG: 9/12/06
05128311 KW UPDATED 9/27/06

WA ST DEPT OF TRANSPORTATION
RAMIN PAZOOKI
PO BOX 330310
SEATTLE WA 98133-9710

SNO CO PLANNING & DEV/LAND USE
DIV
PAUL MACCREADY & ANN GOETZ
3000 ROCKEFELLER AVE M/S 604
EVERETT WA 98201

JOHN L RADDER
12209 55TH AVE NE
ARLINGTON WA 98223

LARRY J LINDQUIST
5524 126TH PL NE
MARYSVILLE WA 98271

MARYSVILLE SCH DIST
JOE LEGARE / JOHN BINGHAM
4220 80TH ST NE
MARYSVILLE WA 98270-3498

LOZIER HOMES
JENNIFER MCCALL
1203 114TH AVE SE
BELLEVUE WA 98004

BOYDEN ROBINETT & ASSOC
RICHARD BOYDEN
1429 BROADWAY AVE
EVERETT WA 98201

STILLAGUAMISH TRIBE
VICTORIA YEAGER
PO BOX 277
ARLINGTON WA 98223-0277

LAND RESOLUTIONS
RY MCDUFFY
3605 COLBY AVE
EVERETT WA 98201

RICK SEIBERT
5320 123RD PL NE
MARYSVILLE WA 98271

NICK VANDAM
11924 67TH AVE NE
ARLINGTON WA 98223

CITY OF ARLINGTON
YVONNE PAGE
238 N OLYMPIC AVE
ARLINGTON WA 98223

GARY MCKEEMAN
12304 54TH DR NE
MARYSVILLE WA 98271

SNO CO PUD NO 1
DEAN SAKSANA
PO BOX 1107
EVERETT WA 98206-1107

SNOHOMISH HEALTH DIST
BRENT RAASINA
3020 RUCKER AVE SUITE 104
EVERETT WA 98201-3900

H & J VANDAM TRUST
12510 67TH AVE NE
ARLINGTON WA 98223

GARY BAUNSGARD
5510 121ST ST NE
MARYSVILLE WA 98271

RICHELLE FISHER
5120 121ST ST NE
MARYSVILLE WA 98271

CITY OF MARYSVILLE
LIBBY GRAGE/ DERYL TAYLOR /
JOHN COWLING
80 COLUMBIA AVE
MARYSVILLE WA 98270

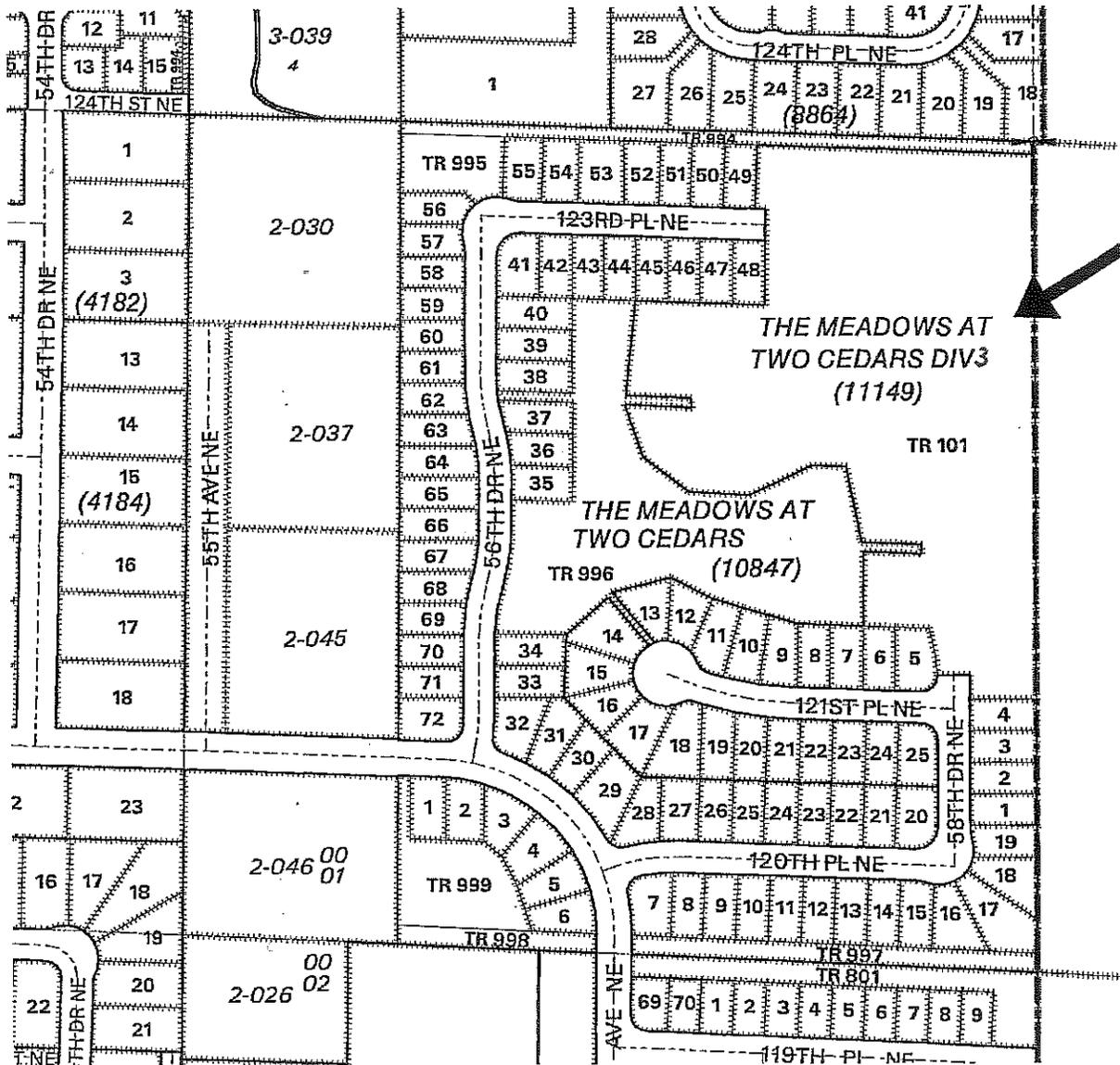


OLD REPUBLIC TITLE & ESCROW, Ltd.

THIS SKETCH IS PROVIDED, WITHOUT CHARGE, FOR YOUR INFORMATION. IT IS NOT INTENDED TO SHOW ALL MATTERS RELATED TO THE PROPERTY INCLUDING, BUT NOT LIMITED TO, AREA, DIMENSIONS, EASEMENTS, ENCROACHMENTS OR LOCATIONS OF BOUNDARIES. IT IS NOT A PART OF, NOR DOES IT MODIFY, THE COMMITMENT OR POLICY TO WHICH IT IS ATTACHED. THE COMPANY ASSUMES NO LIABILITY FOR ANY MATTER RELATED TO THIS SKETCH, UNLESS SUCH COVERAGE IS SPECIFICALLY PROVIDED BY THE COVERED RISKS OF THE POLICY. REFERENCE SHOULD BE MADE TO AN ACCURATE SURVEY FOR FURTHER INFORMATION.

NORTHWEST QUARTER, SECTION 10, TOWNSHIP 30 NORTH, RANGE 5 EAST

PROPERTY ADDRESS: 58TH DRIVE NORTHEAST, MARYSVILLE, WA 98271



19020 33rd Ave. W, #360 Lynnwood, WA 98036, phone (425) 776-1970 FAX (425) 776-5710

EXHIBIT "A"

Tract **1 01**, MEADOWS AT TWO CEDARS, DIVISION 2, according to the plat thereof recorded under Recording No. 201001065001, and amended by plat recorded under Recording No. 20100**1**265009, records of Snohomish County, Washington.

SITUATE in the County of Snohomish, State of Washington.

ABBREVIATED LEGAL

Tract **1 01**, MEADOWS AT TWO CEDARS, DIVISION 2, Recording No. 201001065001, and amended by Recording No. 201001265009, records of Snohomish County, Washington.

Tax Account No. 011149-000-101-00

END OF EXHIBIT "A"



COMMUNITY DEVELOPMENT DEPARTMENT
 80 Columbia Avenue, Marysville, WA 98270
 (360) 363-8100, (360) 651-5099 FAX

FINAL PLAT CHECK LIST

Plat Name:	<i>Meadows at Two Cedars Div. 3</i>	PA#/ZA	05-128311SD
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Item	Department	Initials	Date
1. Plat Map- Checked & Approved	Land Dev.	SAS	11/7/12
	Planning	ADG	11/7/12
2. Letter of Segregation to Assessor	Planning	ADG	10/2/12
3. Water System/Sewer System			
Letter of Acceptance	Const. Insp.	SAS	11/7/12
Asbuilts – Including Digital Files	Const. Insp.	SAS	10/12/12
Bill(s) of Sale	Const. Insp.	SAS	10/12/12
Maintenance and Warranty Funding	Const. Insp.	SAS	10/12/12
4. Road/Storm Sewer			
Letter of Acceptance	Const. Insp.	SAS	11/7/12
Asbuilts – Including Digital Files	Const. Insp.	SAS	10/12/12
Bill(s) of Sale	Const. Insp.	SAS	10/12/12
Maintenance and Warranty Funding	Const. Insp.	SAS	10/12/12
5. Performance Bond – Submitted/Approved			
(If Required - Road and Storm Drain Only)	Const. Insp.	N/A	
6. Inspection Fees - Calculated and Paid	Const. Insp.	SAS	10/30/12
7. Final Plat Fee - Calculated and Paid	Planning	ADG	8/15/12
\$5,500.00 (45 lots)			
8. TIP Fees: <i>To be paid prior to building permit issuance</i>	Planning	ADG, N/A	

9. Parks Mitigation Fees: <i>To be paid prior to building permit issuance</i>	Planning	N/A ADG	
10. School District Mitigation Fees: <i>To be paid prior to building permit issuance</i>	Planning	N/A ADG	
11. Signage and Striping Installed	Const. Insp.	SAS	10/12/12
12. Final Grading and TESC Inspection	Const. Insp.	SAS	10/12/12
13. Satisfied Hearing Examiner's Conditions of Approval	Planning	ADG	11/7/12
14. Utility/Recovery/Main Fees	Land Dev.	SAS	10/6/12

Plat Approved for Recording:

Community Development Director:

[Signature]

Date:

11/7/12

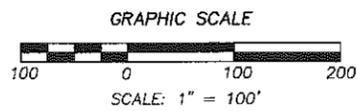
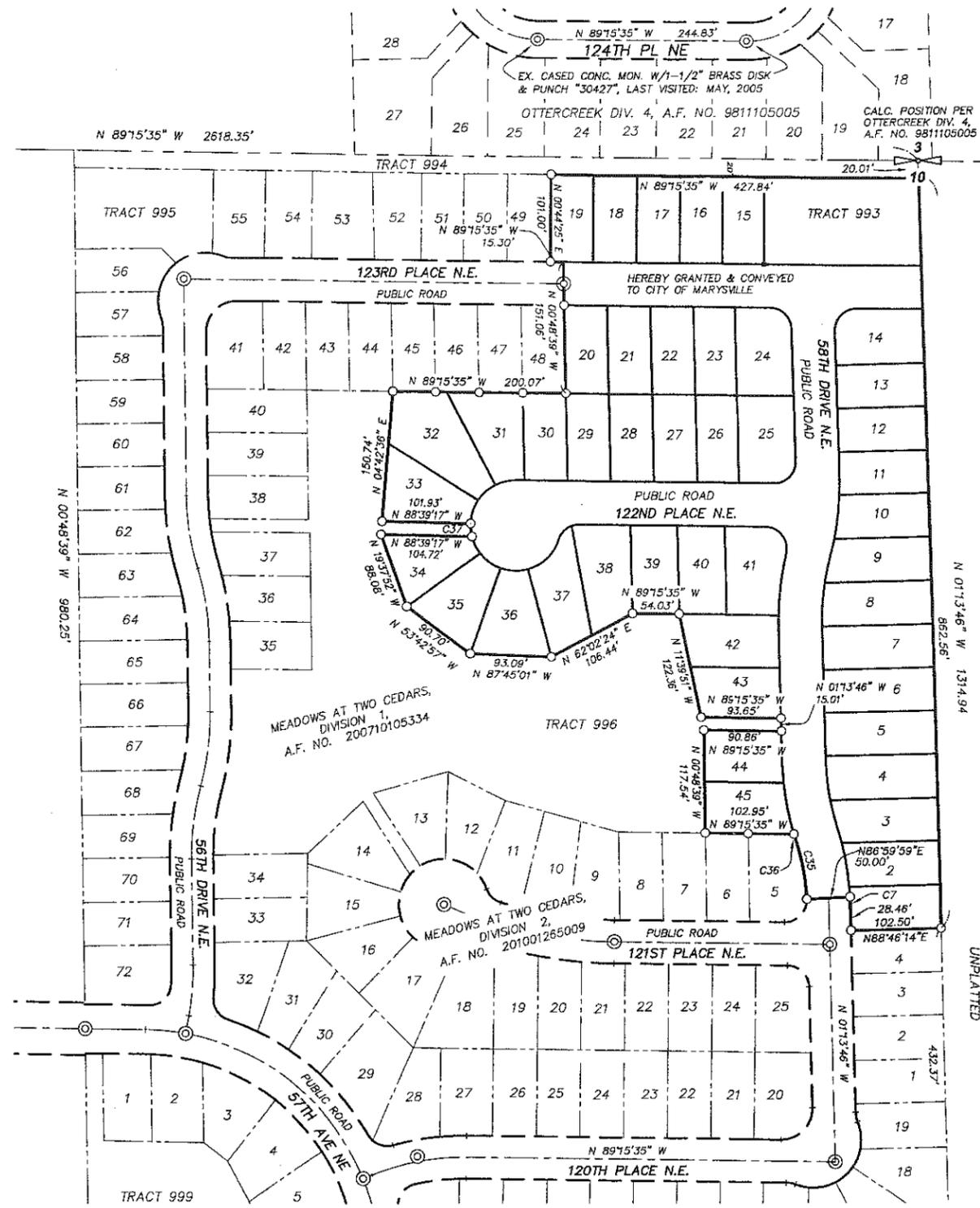
City Engineer:

[Signature]

Date:

11/7/12

Note: The final plat will not be scheduled before the City Council until this checklist is complete.



CURVE	LENGTH	RADIUS	DELTA
C7	10.04	325.00	1°46'14"
C35	69.55	275.00	14°29'23"
C36	6.59	325.00	1°09'43"
C37	15.17	52.00	16°43'13"



A.F. NO. _____

EQUIPMENT & PROCEDURES

INSTRUMENTATION: LEICA TORM1205 TOTAL STATION
 METHOD OF SURVEY: FIELD TRAVERSE OF EXISTING MONUMENTS
 PRECISION: MEETS OR EXCEEDS W.A.C. 332-130-090

BASIS OF BEARING: THE MONUMENTED CENTERLINE OF 120TH PLACE N.E., AS THE BEARING OF NORTH 89°15'35" WEST, PER THE PLAT OF MEADOWS AT TWO CEDARS, DIVISION 1, AS RECORDED UNDER A.F. NO. 200710105334, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

LEGEND

- SET 1/2" X 24" REBAR WITH CAP "ORCA 20719"
- EXISTING 1/2" X 24" REBAR WITH CAP "ORCA 20719"
- ⊠ SET NAIL WITH WASHER "ORCA 20719"
- ⊙ SET CASED CONCRETE MONUMENT WITH BRASS DISK "ORCA 20719"
- ⊕ EXISTING CASED CONC. MONUMENT WITH BRASS DISK "ORCA 20719"
- P.D.E. PRIVATE DRAINAGE EASEMENT

EASEMENT PROVISIONS

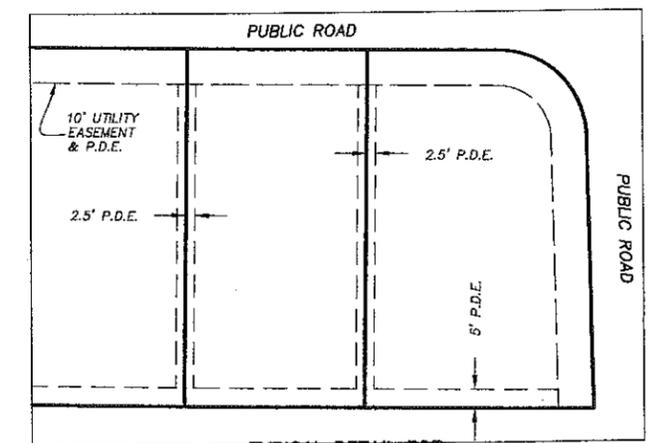
UTILITY EASEMENT

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

DRAINAGE EASEMENTS DESIGNATED ON THE PLAT ARE HEREBY RESERVED FOR AND GRANTED TO THE CITY OF MARYSVILLE, EXCEPT THOSE DESIGNATED ON THE PLAT AS PRIVATE EASEMENTS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS AND THE RIGHT TO EXCAVATE, CONSTRUCT, OPERATE, MAINTAIN, REPAIR AND/OR REBUILD AN ENCLOSED OR OPEN CHANNEL STORM WATER CONVEYANCE SYSTEM AND/OR OTHER DRAINAGE FACILITIES, UNDER, UPON OR THROUGH THE DRAINAGE EASEMENT.

PRIVATE DRAINAGE EASEMENT

AN EASEMENT FOR THE PURPOSE OF CONVEYING LOCAL STORM WATER RUNOFF IS HEREBY GRANTED IN THE AREAS DESIGNATED AS PRIVATE DRAINAGE EASEMENTS. THE MAINTENANCE OF THE PRIVATE DRAINAGE EASEMENTS ESTABLISHED AND GRANTED HEREIN SHALL BE THE RESPONSIBILITY OF AND THE COST THEREOF SHALL BE BORNE EQUALLY BY, THE PRESENT AND FUTURE OWNERS OF THE LOTS SERVED BY SAID EASEMENT, THEIR HEIRS, PERSONAL REPRESENTATIVES, AND ASSIGNS.



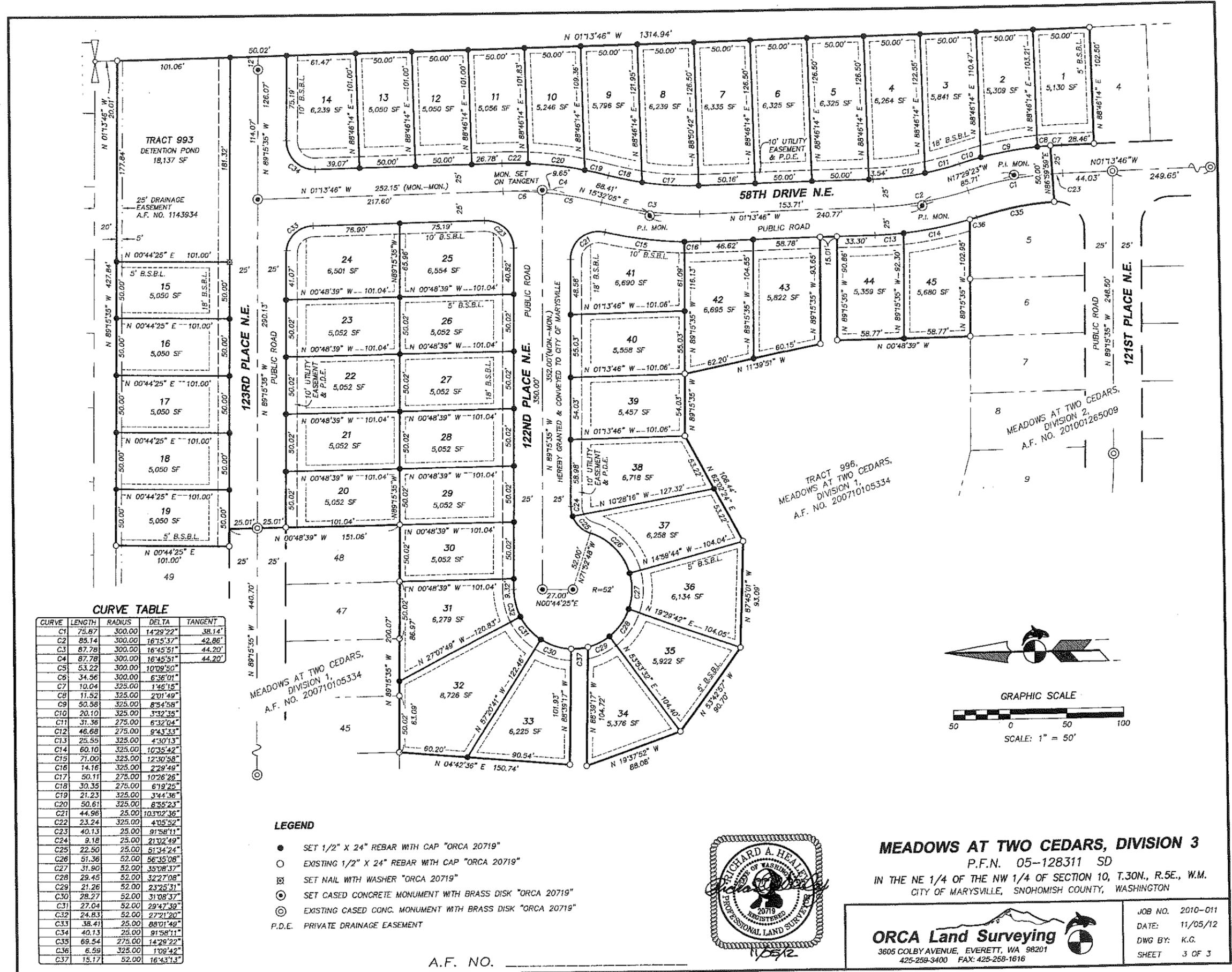
TYPICAL DETAIL FOR PRIVATE DRAINAGE EASEMENTS
SCALE 1" = 30'

MEADOWS AT TWO CEDARS, DIVISION 3
P.F.N. 05-128311 SD

IN THE NE 1/4 OF THE NW 1/4 OF SECTION 10, T.30N., R.5E., W.M.
CITY OF MARYSVILLE, SNOHOMISH COUNTY, WASHINGTON

ORCA Land Surveying
 3605 COLBY AVENUE, EVERETT, WA 98201
 425-259-3400 FAX: 425-258-1616

JOB NO. 2010-011
 DATE: 11/05/12
 DWG BY: K.G.
 SHEET 2 OF 3



CURVE TABLE

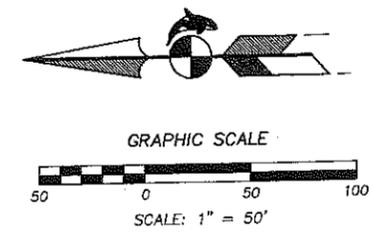
CURVE	LENGTH	RADIUS	DELTA	TANGENT
C1	75.87	300.00	14°29'22"	38.14'
C2	85.14	300.00	16°15'37"	42.86'
C3	87.78	300.00	16°45'51"	44.20'
C4	87.78	300.00	16°45'51"	44.20'
C5	53.22	300.00	10°09'50"	25.81'
C6	34.56	300.00	6°36'01"	16.50'
C7	10.04	325.00	1°46'16"	4.50'
C8	11.52	325.00	2°01'49"	5.10'
C9	50.58	325.00	8°54'58"	23.81'
C10	20.10	325.00	3°32'35"	9.50'
C11	31.36	275.00	6°32'04"	14.50'
C12	46.68	275.00	9°43'33"	21.50'
C13	25.55	325.00	4°30'13"	12.50'
C14	60.10	325.00	10°35'42"	28.50'
C15	71.00	325.00	12°30'58"	33.50'
C16	14.16	325.00	2°29'49"	6.50'
C17	50.11	275.00	10°26'26"	23.50'
C18	30.35	275.00	6°19'25"	14.50'
C19	21.23	325.00	3°44'36"	9.50'
C20	50.61	325.00	8°55'23"	23.81'
C21	44.96	25.00	10°30'23"	21.50'
C22	23.24	325.00	4°05'52"	12.50'
C23	40.13	25.00	9°15'11"	21.50'
C24	9.18	25.00	2°10'49"	4.50'
C25	22.50	25.00	5°13'24"	10.50'
C26	51.36	52.00	56°35'08"	25.50'
C27	31.90	52.00	35°08'37"	15.50'
C28	29.45	52.00	32°27'08"	14.50'
C29	21.26	52.00	2°25'31"	5.50'
C30	28.27	52.00	3°10'37"	7.50'
C31	27.04	52.00	29°47'39"	14.50'
C32	24.83	52.00	27°21'20"	13.50'
C33	38.41	25.00	8°01'49"	21.50'
C34	40.13	25.00	9°15'11"	21.50'
C35	69.54	275.00	14°29'22"	38.14'
C36	6.59	325.00	1°09'42"	2.50'
C37	15.17	52.00	16°43'13"	7.50'

MEADOWS AT TWO CEDARS, DIVISION 1, A.F. NO. 200710105334

TRACT 996, MEADOWS AT TWO CEDARS, DIVISION 1, A.F. NO. 200710105334

MEADOWS AT TWO CEDARS, DIVISION 2, A.F. NO. 201001265009

- LEGEND**
- SET 1/2" X 24" REBAR WITH CAP "ORCA 20719"
 - EXISTING 1/2" X 24" REBAR WITH CAP "ORCA 20719"
 - ⊠ SET NAIL WITH WASHER "ORCA 20719"
 - ⊙ SET CASED CONCRETE MONUMENT WITH BRASS DISK "ORCA 20719"
 - ⊕ EXISTING CASED CONC. MONUMENT WITH BRASS DISK "ORCA 20719"
 - P.D.E. PRIVATE DRAINAGE EASEMENT



MEADOWS AT TWO CEDARS, DIVISION 3
 P.F.N. 05-128311 SD
 IN THE NE 1/4 OF THE NW 1/4 OF SECTION 10, T.30N., R.5E., W.M.
 CITY OF MARYSVILLE, SNOHOMISH COUNTY, WASHINGTON

ORCA Land Surveying
 3605 COLBY AVENUE, EVERETT, WA 98201
 425-259-3400 FAX: 425-258-1616

JOB NO. 2010-011
 DATE: 11/05/12
 DWG BY: K.G.
 SHEET 3 OF 3

A.F. NO. _____

Index #9

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 11/26/2012

AGENDA ITEM: Contract for Purchase of 30 year IRU for fiber to Snohomish County from Black Rock Cable	
PREPARED BY: Worth Norton, IS Manager	DIRECTOR APPROVAL:
DEPARTMENT: Finance / Information Services	
ATTACHMENTS: IRU AGREEMENT dated 12/27/2012 and Exhibit A	
BUDGET CODE: 10800080 542000 50300090 531000 Franchise Fee Reimbursement	AMOUNT: \$62,716.50 \$ 2,887.50 (\$ 2,887.50)

SUMMARY:

The City of Marysville currently has a fiber network connection to the Snohomish County Datacenter provided by Black Rock Cable. We use this connection for multiple functions including; traffic, video arraignment, Court connectivity to the State AOC (Administrative Office of the Courts), Police connectivity to the WSP, Fire connectivity to SNOPAC, New World, and others including potential future application sharing and offsite disaster recovery.

This fiber connection was provided at no charge for three years as part of a county wide fiber ring that was negotiated between Black Rock Cable and six cities, Snohomish County, SERS, SNOPAC, and SNOCOM. Our three year free period is about to expire. As a part of the contract, the six cities, including Marysville, were given an option to purchase a 30 year IRU (indefeasible right of use).

This contract will have a "binding delivery date" of 60 days after the signing, which will put this into the 2013 budget. Council has approved the purchase of this IRU using I-Net funding in the 2013 budget.

This fiber connection has significantly reduced monthly communications charges by eliminating multiple point to point circuits. And given the near future merger between Wave Broadband and Black Rock Cable, we believe that completing this IRU prior to the merger would be the best course of action.

RECOMMENDED ACTION:

City staff recommends that the City Council authorize the Mayor to sign the attached Black Rock Cable IRU agreement.

IRU AGREEMENT

**BY AND BETWEEN
BLACK ROCK CABLE, INC**

AND

CITY OF MARYSVILLE

DATED

November 27th, 2012

INDEFEASIBLE RIGHT OF USE AGREEMENT

THIS INDEFEASIBLE RIGHT OF USE AGREEMENT (the "Agreement") is made and entered into as of November 27, 2012, by and between Black Rock Cable, a Nevada corporation DBA Black Rock Cable, Inc. ("Black Rock"), and City of Marysville ("Customer").

RECITALS

WHEREAS, Black Rock is planning to construct or has constructed a Cable Bundle(s) containing multiple single mode fiber optic lines between certain points identified in Exhibit A attached hereto; and

WHEREAS, Customer desires to use certain optical fibers in the Cable Bundle, and Black Rock desires to grant Customer an Indefeasible Right to Use certain fibers in the Cable Bundle, all upon the terms and conditions set forth below.

NOW THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. DEFINITIONS

Unless expressly defined herein, words having well known technical or trade meanings shall be so construed. Unless expressly otherwise defined herein, the following capitalized terms when used in this Agreement will have the following meaning:

"Actual Delivery Date" shall mean the day following the fourteen (14) day Customer Test Period and the beginning of the Term of this IRU and payments required hereunder.

"Binding Delivery Date" shall mean the latest day that the parties agree that Black Rock must provide Customer Fibers for Customer activation and testing.

"Cable Bundle" when used herein as a defined term means the fiber optic cable and the fiber contained therein, and associated splicing connections, splice boxes, and other appurtenances that may be installed as part of the Cable Bundle.

"Continuity" shall mean the ability of the Customer Fibers to pass signals within the loss budget limitations for any specific Customer Fiber connection.

"Customer Fibers" shall mean the specific Dark Fibers in the Cable Bundle that are the subject of an IRU granted hereunder, as identified in the attached Exhibit A.

"Customer Test Period" shall mean the fourteen (14) day period beginning at the day that notice is given by Black Rock to the Customer that the Customer Fibers are ready for Customer activation and testing.

"Dark Fibers" shall mean fiber optic strands provided without electronics or optronics, and which are not "lit" or activated.

“Execution Date” shall mean the date which the Customer signs and executes this Agreement.

“Impositions” shall mean all taxes, fees, levies, imposts, duties, charges or withholdings of any nature (including, without limitation, sales, use, transfer, personal property and real property taxes, gross receipts taxes, gross income taxes, net receipts or net income taxes received by or accrued to such party, franchise, access, license and permit fees), together with any penalties, fines or interest thereon (except for penalties or interest imposed as a direct result of acts or failures to act on the part of a party) arising out of the transactions contemplated by this Agreement and/or imposed upon the Cable Bundle by any federal, state or local government or other local public taxing authority with the lawful capacity to charge, levy or impost.

“Indefeasible Right of Use” or “IRU” shall mean an exclusive indefeasible right of use for the purposes described herein, in the Customer Fibers, as granted in this Agreement, provided that the IRU’s granted hereunder do not provide Customer with any ownership interest in or other rights to physical access to, or control of, modifications of, encumbrance in any manner, or the use of the Cable Bundle except as expressly set forth herein.

“Interest Holders” shall mean any and all owners (including Black Rock and Customer) in the Cable Bundle and any and all holders of an IRU or equivalent interests (including long-term lessees) in the Cable Bundle.

“IRU Fee” shall mean the fee negotiated and stated on the Exhibit A for which an IRU has been granted to Customer as set forth in this Agreement, hereafter, and shall not include applicable charges for Maintenance Fees, Impositions incurred or accrued by reason of the IRU.

“Maintenance Fees” shall mean the fees to be paid by the Customer to Black Rock for the maintenance and repair of the Cable Bundle, as set forth in the attached Exhibit A.

“Maintenance Window” shall mean a prearranged period of time reserved for performing certain work on the Cable Bundle.

“Reasonable Efforts” shall mean efforts commercially and reasonably designed to achieve the desired results.

“Service Affecting Condition” shall mean a condition on the Cable Bundle that materially adversely affects Customer’s ability to utilize the Customer Fibers.

“Underlying Rights” shall mean all deeds, leases, easements, rights of way, licenses, franchises, permits and other rights, titles or interests as are necessary for the construction, installation, operation, maintenance or repair of the Cable Bundle.

“Underlying Rights Requirements” shall mean the terms, conditions, requirements, restrictions, and/or limitations upon Customer’s right to use the Customer Fibers as provided and permitted under this Agreement, and associated safety, operational and other rules and regulations imposed in connection with the Underlying Rights.

All sums of money expressed in this Agreement are expressed in lawful currency of the United States of America.

2. GRANT OF RIGHTS IN THE CERTAIN CABLE BUNDLE

- A. Black Rock hereby grants to Customer, and Customer hereby purchases from Black Rock, an exclusive Indefeasible Right of Use in the Customer Fibers located within the Cable Bundle, all as more specifically described in the Exhibit A attached hereto. Black Rock shall retain legal title to the entire Cable Bundle and the Customer Fibers, subject only to the IRU granted hereunder.
- B. Black Rock will provide Customer Fibers to the Customer with no bandwidth restrictions. The Customer may use the Customer Fiber for any legal and authorized purpose, pursuant to this Agreement. The Customer Fibers will be built as a discreet and dedicated connection for the Customer and no other party.

3. PERMITS; UNDERLYING RIGHTS

- A. Black Rock shall obtain on or before the Binding Delivery Date, any and all Underlying Rights relating to the grant of rights and interests in and/or access to the real property underlying the Cable Bundle, and such other rights, licenses, permits, authorizations, consents and approvals (including, without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to (i) grant the IRU's, and otherwise perform its obligations hereunder, and (ii) permit Customer to use, operate and access the Customer Fibers all in accordance with the terms and conditions hereof, and the Underlying Rights Requirements.
- B. Notwithstanding anything in this Agreement to the contrary, it is expressly understood that Customer shall be solely responsible for compliance with all legal and regulatory requirements associated with its business or operation of Customer Fibers or use of the IRU including maintaining all required franchises, permits, authorizations, licenses, approvals or other consents (other than the Underlying Rights), and Black Rock shall have no responsibility or liability whatsoever in connection therewith.
- C. Black Rock shall use its Reasonable Efforts to either require that the stated term of any Underlying Right applicable to the Cable Bundle shall be for a period that does not expire in accordance with its ordinary terms prior to the last day of the Initial Term of the IRU, or if the stated term of any such Underlying Rights expires, in accordance with its ordinary terms, on a date earlier than the last day of the Initial Term of the IRU, Black Rock shall, at its cost, exercise any renewal rights thereunder, or otherwise use its Reasonable Efforts to acquire such extensions, additions and/or replacements as may be necessary in order to cause the stated term thereof to be continued until a date that is not earlier than the last day of the Initial Term of the IRU; provided, however, that Black Rock shall not be required to expend, as consideration for any such renewals or extensions, more than the fair market rate payable at such time for similar rights and terms, unless Customer agrees, at its option, to pay directly any amounts required to be paid in excess of such fair market rate to renew or extend such Underlying Rights. If

after use of Reasonable Efforts, Black Rock does not obtain such extensions, additions and/or replacements, nothing in this Agreement shall prevent Customer from seeking to obtain or obtaining any renewal or extension of any such Underlying Rights from the grantor of such Underlying Rights, but at the Customers sole cost and expense.

- D. Notwithstanding anything to the contrary contained in this Agreement, upon the expiration or termination of any Underlying Right that is necessary in order to grant, continue or maintain an IRU granted hereunder in accordance with the terms and conditions hereof, and so long as Black Rock shall have fully observed and performed its obligations in accordance with this Agreement with respect thereto, the term, either the Initial Term or any Renewal Term granted hereunder, of the IRU granted with respect to the Customer Fibers or any portion of the Cable Bundle affected thereby shall automatically expire upon such expiration or termination of the Underlying Rights.
- E. Black Rock shall use its Reasonable Efforts to cause the terms of each such Underlying Rights to provide Customer with a guarantee of non-disturbance during the term of such Underlying Rights and any renewal thereof, and shall further endeavor to include the right of Customer to obtain notice of any default on the part of Black Rock and to permit Customer to cure, on behalf of Black Rock, any such default by Black Rock and, thereafter, to continue the use of such Underlying Rights in accordance with Black Rock's rights and interests thereunder; provided that Black Rock's failure to obtain such notice and a right to cure shall not be considered a breach of this Agreement by Black Rock. If Customer at any time cures such default by Black Rock, Black Rock shall reimburse Customer for any and all amounts reasonably paid by Customer promptly upon demand.
- F. Black Rock further covenants and agrees with respect to such Underlying Rights to observe and perform its duties, obligations and responsibilities under such Underlying Rights or under this Agreement, if the failure to observe and perform any such obligation or obligations would permit the grantor of such Underlying Rights to terminate such Underlying Rights prior to its stated expiration date, or would otherwise materially adversely impair or affect Customer's ability to use the Customer Fibers, or exercise Customer's rights with respect to the IRU, as provided and permitted hereunder.
- G. Throughout the term of each such Underlying Rights, Black Rock shall at its reasonable cost and expense defend and protect Black Rock's rights in and interests under the Underlying Rights and Customer's right to use the Customer Fibers as provided and permitted hereunder against interfering or infringing rights, interests or claims of third parties.

4. SCHEDULED MAINTENANCE WINDOWS

- A. Black Rock shall have the right to perform regularly scheduled maintenance on the Cable Bundle on at least a monthly basis or more often as may be agreed between the parties. Regularly scheduled maintenance may require temporarily disconnecting of the Customer Fibers for various reasons. Black Rock will coordinate with the Customer to mutually agree to Maintenance Windows that will have the least impact on the Customer Fibers.

5. IRU FEE; MAINTENANCE FEE; INVOICING

- A. Black Rock will invoice Customer for the one-time IRU fee and annually for Maintenance Fees as described herein in Exhibit A. All invoices shall be delivered to the Customer in a customary fashion and shall be due and payable thirty (30) days after receipt of an undisputed invoice.

6. CONSTRUCTION OF THE CABLE BUNDLE

- A. Black Rock shall, at Black Rock's sole cost and expense, design, engineer, procure all fiber and material, install, and construct the Cable Bundle. Black Rock shall choose the route of the Cable Bundle and such route may not be the most direct route between the locations desired by the Customer.
- B. Black Rock shall provide the Customer Fiber to the Customer for activation and testing no later than the sixty (60) days after the Execution Date ("Binding Delivery Date"). If Black Rock cannot provide the Fiber to the Customer within the time frame in the preceding sentence, the Customer will have the option to void this Agreement and all terms conditions and payments required herein, provided, however, that the reason for Black Rock's inability to perform was under Black Rock's control or responsibility pursuant to this Agreement.
- C. Upon provision of the Customer Fibers to the Customer, the Customer payment obligations shall commence at the conclusion of the Customer Test Period.

7. TESTING AND DELIVERY OF THE CUSTOMER FIBERS

- A. Black Rock shall test all Customer Fibers for Continuity and estimated loss between the Connection Points or point of demarcation in accordance with standard industry practices. Prior to the Execution Date, Black Rock shall present Customer with the maximum loss budget and such loss budget shall be included in Exhibit B.
- B. After construction and testing have been completed, Black Rock will notify the Customer in writing that the Customer Fibers are ready for Customer use. The Customer shall have fourteen (14) calendar days ("Customer Test Period") to install, activate and test Customer owned equipment and verify that the Customer Fibers are providing connectivity between the Customer owned equipment. If

requested by the Customer, Black Rock may assist the Customer during the activation process.

- C. The calendar day of the expiration of the Customer Test Period shall be known as the Actual Delivery Date, which shall begin the Term of this Agreement and the IRU and all fees required herein.

8. TERM, TERMINATION, TITLE TRANSFER AND RENEWAL

- A. The grant of the IRU for the Customer Fibers shall commence on the Binding Delivery Date and shall expire on the thirtieth (30th) anniversary date of the Binding Delivery Date.
 - (i) At the expiration or other termination of this Agreement, the IRU shall immediately terminate and all rights of Customer to use the Cable Bundle or Customer Fibers shall cease and Black Rock shall owe the Customer no additional duties or consideration with respect to the Cable Bundle or Customer Fibers provided, however, that the Term has not been renewed.
 - (ii) Notwithstanding the foregoing, no termination or expiration of this Agreement shall affect the rights or obligations of any party hereto with respect to any prior breach or any then existing defaults or the obligation to make any payment hereunder for services rendered prior to the date of termination or expiration or with regard to any provisions of this Agreement that shall survive the expiration or termination hereof.

9. ACCESS TO CUSTOMER FIBERS

- A. Black Rock will provide Customer with access to the Customer Fiber as specified in the attached Exhibit A in order for Customer, at Customer's sole cost and expense, to connect its electronic equipment and interconnecting fibers to the Customer Fibers ("Connecting Point"). Black Rock shall provide a fiber distribution panel at each Connecting Point, which shall be the point of demarcation between the Cable Bundle and the Customer Fibers.
- B. Customer may determine and utilize any type of electronics or technologies in association with the Customer Fibers, and Customer may install and operate its interconnecting fibers, and upgrade, rearrange, maintain, repair, replace or otherwise deal with Customer's electronics and interconnecting fibers at its sole discretion, subject to mutually agreeable safety procedures; provided, however, that none of Customer's electronics or technologies shall create any risk of damage to, or otherwise interfere with the quiet use and enjoyment of the Cable Bundle by Black Rock or any other Interest Holders.

10. MAINTENANCE AND REPAIR OF THE CABLE BUNDLE

- A. The maintenance of the Cable Bundle shall be provided either by Black Rock or by an independent contractor to be selected by Black Rock. Customer shall pay Black Rock an annual Maintenance Fee for routine scheduled maintenance, including patrol of the route, a “Call-Before-You-Dig” program and maintenance technicians along the route.
- B. In the event that all or any part of the Cable Bundle is damaged or destroyed such that a Service Affecting Condition exists on the Customer Fibers, Black Rock shall promptly resolve such Service Affecting Condition. Notwithstanding anything contained herein to the contrary, except where a Service Affecting Condition was caused primarily by the gross negligence or willful misconduct of Black Rock, its employees or agents, Black Rock shall not incur any liability to Customer by reason of a Service Affecting Condition except its obligation to resolve such Service Affecting Condition as set forth in this Agreement, and Customer shall not be entitled to any credits for IRU Fees or any other payment paid or to be paid by the Customer pursuant to this Agreement by reason of such Service Affecting Condition.
- C. Black Rock must maintain Continuity of the Customer Fibers at all times. If the Customer suspects that Customer Fiber Continuity is lost between locations, the Customer shall notify Black Rock immediately. Once Black Rock has been notified, Black Rock will inspect the Customer Fiber and report back to the Customer within four (4) hours after gaining access to each terminated end of the Fiber. Black Rock must reestablish Continuity of the Customer Fiber as soon as possible or notify the Customer that problems encountered are not due to lack of Fiber Continuity. Subject to the Force Majeure provisions of this Agreement, if Black Rock cannot provide Continuity within forty-eight (48) hours after notification by the Customer, the Customer will have the option to terminate this Agreement.

11. OPERATIONS

- A. Customer acknowledges and agrees that Black Rock is not supplying nor is Black Rock obligated to supply Customer with any optronics or electronics or optical or electrical equipment for the operation of the Customer Fibers, including without limitation, generators, batteries, air conditioners, fire protection and monitoring and testing equipment, all of which are the sole responsibility of Customer.
- B. Customer represents and warrants that it shall not use the Customer Fibers in any manner that is not in compliance with (i) any and all applicable government codes, ordinances, laws, rules, regulations and/or restrictions, and (ii) the Underlying Rights Requirements, as such may be amended from time to time. Customer shall not use any product or service that fails to comply with any applicable safety rules or that would cause any portion of the Cable Bundle to violate any state or federal environmental laws.

- C. Subject to the provisions of this Agreement, Customer expressly agrees that it will not offer the IRU nor the Customer Fibers in connection with the IRU granted hereunder for use by any third party as a Dark Fiber, but will only offer services on the Customer Fibers on which Customer has installed and is operating electronics and other facilities. All Customer uses of this fiber must be consistent with the Snohomish County Emergency Radio Systems / Black Rock IRU dated May 8, 2009 and the Dark Fiber Optic Lease Facilitation Agreement dated April 22, 2010. Customer expressly acknowledges that any breach of the covenant contained in this Section shall be a material breach of this Agreement, entitling Black Rock to exercise any rights and remedies otherwise provided by reason of Customer's material default.
- D. Black Rock acknowledges and agrees that it has no right to use the Customer Fibers during the Initial Term or any applicable Renewal Term of this Agreement, and after the Actual Delivery Date of the grant of the IRU hereunder, Black Rock shall keep the Customer Fibers, and the IRU granted free from (i) any liens of any third party attributable to Black Rock, and (ii) any rights or claims of any third party attributable to Black Rock. To the extent that Black Rock has granted or shall grant any lien, encumbrance or security interest in or on all or any portion of the Cable Bundle, Black Rock shall, to the extent reasonably possible prior to such grant, provide to Customer a written non-disturbance agreement from such lienholder substantially to the effect that such lienholder acknowledges Customer's rights and interests in and to the Customer Fibers, and the IRU hereunder, and that such lienholder expressly agrees that the same shall not be diminished, disturbed, impaired or interfered with by such lienholder in the exercise of any rights it may have with regard to Black Rock's interest in the affected portion of the Cable Bundle. Black Rock shall not use any other fibers in the Cable Bundle in a way which physically interferes with or has a material adverse affect on the use of the Customer Fibers, and Black Rock shall on Customer's request, obtain from any Interest Holders a similar agreement to protect Customer's use of the Customer Fibers from interference or impairment by reason of such Interest Holder's use of other fibers in the Cable Bundle.
- E. Customer acknowledges and agrees that it has no right to use any of the fibers, other than the Customer Fibers incorporated in the Cable Bundle. Customer expressly acknowledges that the Cable Bundle includes or will include other Interest Holders, including Black Rock, of Dark Fiber IRU's and other system users. Customer shall not use the Customer Fibers or related equipment in a way which physically interferes in any way with or adversely affects the use and quiet enjoyment of any portion of the Cable Bundle, any other fibers in the Cable Bundle, any Cable within the Cable Bundle, or otherwise of any other Interest Holder using the Cable Bundle. Customer shall keep any and all of the Cable Bundle, other than the IRU in the Customer Fibers granted to Customer hereunder, free from any liens, rights or claims of any third party attributable to Customer.

12. INDEMNIFICATION

- A. Subject to the provisions of this Agreement, Black Rock hereby releases and agrees to indemnify, defend, protect and hold harmless Customer, its directors, officers, agents, and employees, and its respective successors or permitted assigns from and against: (i) any and all causes of action, demands, claims, suits, losses, judgments or costs (collectively “Damages”) which may be brought by or asserted by any third party against Customer as a direct result of Black Rock’s design, construction, maintenance or operation or use of the Cable Bundle, or (ii) each and every breach, or material default by Black Rock of any of its covenants, agreements, duties or obligations hereunder, or (iii) any violation by Black Rock of any regulation, rule, statute or court order of any local, state or federal governmental agency, court or body in connection with Black Rock’s performance of its obligations under this Agreement, or (iv) damages directly attributable to the negligent act or omission or willful misconduct of Black Rock.
- B. Subject to the provisions of this Agreement, Customer hereby releases and agrees to indemnify, defend, protect and hold harmless Black Rock, its directors, officers, stockholders, agents, and employees, and its respective successors or permitted assigns from and against: (i) any and all causes of action, demands, claims, suits, losses, judgments or costs (collectively “Damages”) which may be brought by or asserted by any third party against Black Rock as a direct result of Customer’s maintenance, operation or use of the Customer Fibers and IRU, or (ii) each and every breach, or material default by Customer of any of its covenants, agreements, duties or obligations hereunder, or (iii) any violation by Customer of any regulation, rule, statute or court order of any local, state or federal governmental agency, court or body in connection with Customer’s performance of its obligations under this Agreement, or (iv) damages directly attributable to the negligent act or omission or willful misconduct of Customer.

13. LIMITATION OF LIABILITY

- A. Notwithstanding any provision of this Agreement to the contrary, except to the extent caused by its own willful misconduct, neither party shall be liable to the other party for any special, incidental, indirect, punitive or consequential damages including, but not limited to, loss of profits or revenue, cost of capital, or claims of customers, (whether arising out of transmission interruptions or problems, any interruption or degradation of service or otherwise), whether foreseeable or not, arising out of, or in connection with the liable party’s performance or non performance of its respective obligations or breach of any provisions of this Agreement or any other cause or nature whatsoever whether occasioned by any design, engineering, construction, reconstruction, relocation, repair or maintenance performed by, or failed to be performed by, such liable party, including breach of contract, breach of warranty, tort, negligence, strict liability or otherwise, and all claims with respect to which such special, incidental, indirect, punitive or consequential damages are hereby specifically waived.

- B. Notwithstanding any provision of this Agreement to the contrary, the maximum liability to Customer, if any, of Black Rock or its affiliates in connection with this Agreement shall be limited, in the aggregate, to the aggregate amount of any IRU Fees that have been paid by Customer to Black Rock with respect to the affected portion of the Cable Bundle of which the claim is based on and at the time the claim is made, provided, however, that this limitation of maximum liability shall not apply to damages arising from the gross negligence or willful misconduct of Black Rock or its affiliates and provided further, that this limitation shall not restrict either party's right to proceed for injunctive relief.

14. INSURANCE

- A. Each party shall procure and maintain in force at its sole cost and expense the following insurance coverage's that are lawfully approved to do business in the State of Washington in which the Customer Fibers are located, in the amounts and with limits as set forth below:
- (i) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 aggregate, on an occurrence basis, including coverage for bodily injury, personal injury and property damage, including, without limitation, injury or damage arising from the operation of equipment and liability for completed operations;
 - (ii) workers' compensation insurance in amounts required by applicable law and employers' liability insurance, with a limit of at least \$500,000;
 - (iii) Commercial Automobile Liability Insurance covering death or injury to any person or persons, or damage to property arising from the operation of vehicles, with limits of not less than \$1,000,000 each accident.
 - (iv) A Commercial Umbrella Liability policy or Excess Liability policy providing limits of not less than \$4,000,000 each occurrence and \$4,000,000 aggregate in excess of the above Commercial General Liability, Commercial Automobile Liability, and Employer's Liability.

Black Rock shall require each subcontractor who is engaged by Black Rock in connection with the construction or maintenance of the Cable Bundle to maintain insurance in the types and amounts in Section 14.A (i), (ii) and (iii) set forth herein.

- B. Each party shall be listed as an additional insured but only with respect to the operation and liability of the named insured on all policies set forth above held for the benefit of the other party, except workers' compensation. All such policies of insurance shall provide that the additional insured shall be notified in writing at least thirty (30) days prior to any cancellation of, or any material change or new exclusions in the policy. Each party shall provide the other party with certificates of insurance evidencing such insurance coverage.

15. TAXES, FEES AND IMPOSITIONS

- A. Black Rock shall be responsible for and shall timely pay any and all Impositions with respect to construction of the Cable Bundle. Black Rock shall be responsible for and shall timely pay any and all Impositions with respect to operation of the Cable Bundle.
- B. Customer shall be responsible for all Impositions, whether assessed against Customer or Black Rock, which result from Customer's operation and/or use of the Customer Fibers including any and all taxes, fees or assessments based on revenue derived from such operation and/or use by Customer.

16. DEFAULT

A. Customer's Default:

- (i) With respect to any other material obligations of Customer hereunder, unless a shorter time period for cure is expressly provided elsewhere in this Agreement, in the event Customer shall fail to perform such an obligation as set forth in this Agreement and such failure shall continue for a period of thirty (30) days after written notice of such failure to Customer, Customer shall be in material default hereunder; provided, however, that where such failure cannot reasonably be cured within such thirty (30) day period, if Customer shall proceed promptly to cure the same within the aforesaid period and continues to prosecute such cure with due diligence, the time for curing such failure shall be extended for such period of time as may reasonably be necessary to complete such cure; and provided further that if Customer certifies in good faith to Black Rock in writing that a failure has been cured, such failure shall be deemed to be cured unless Black Rock otherwise notifies Customer in writing within fifteen (15) days of receipt of such notice from Customer.
- (ii) Customer shall be in material default hereunder (i) immediately upon the making by Customer of a general assignment for the benefit of its creditors, the filing by Customer of a voluntary petition in bankruptcy or the filing by Customer of any petition or answer seeking, consenting to, or acquiescing in reorganization, arrangement, adjustment, composition, liquidation, dissolution, or similar relief; or (ii) one hundred twenty (120) days after the filing of an involuntary petition in bankruptcy or other insolvency protection against Customer which is not dismissed within such one hundred twenty (120) days.
- (iii) Upon failure to cure any material default by Customer, after written notice thereof from Black Rock, Black Rock may (i) in accordance with the terms herein, take such action as it determines, in its sole discretion, to be necessary to correct the default and recover from Customer, Black Rock's reasonable costs incurred in correcting such default; (ii) terminate any and

all of its obligations hereunder with respect to any portion of the Cable Bundle as to which the Actual Delivery Date has not yet occurred or as to which the grant of the IRU has not yet become effective, and in such case, Black Rock may apply any and all amounts previously paid by Customer hereunder with respect to such affected portion of the Cable Bundle toward the payment of any other amounts then or thereafter payable by Customer hereunder; and (iii) suspend Customer's access to and right to use any Customer Fibers, until such time as all amounts then due and owing have been paid; (iv) pursue any legal remedies it may have under applicable law or principles of equity relating to such default, including specific performance.

B. Black Rock's Default:

- (i) With respect to any other material obligations of Black Rock hereunder, in the event Black Rock shall fail to perform such an obligation and such failure shall continue for a period of thirty (30) days after written notice of such failure to Black Rock, Black Rock shall be in material default hereunder; provided, however, that where such failure cannot reasonably be cured within such thirty (30) day period, if Black Rock shall proceed promptly to cure the same within the aforesaid period and continues to prosecute such cure with due diligence, the time for curing such failure shall be extended for such period of time as may reasonably be necessary to complete such cure; and provided further that if Black Rock certifies in good faith to Customer in writing that a failure has been cured, such failure shall be deemed to be cured unless Customer otherwise notifies Black Rock in writing within fifteen (15) days of receipt of such notice from Black Rock.
- (ii) Black Rock shall be in material default hereunder (i) immediately upon the making by Black Rock of a general assignment for the benefit of its creditors, the filing by Black Rock of a voluntary petition in bankruptcy or the filing by Black Rock of any petition or answer seeking, consenting to, or acquiescing in reorganization, arrangement, adjustment, composition, liquidation, dissolution, or similar relief; or (ii) one hundred twenty (120) days after the filing of an involuntary petition in bankruptcy or other insolvency protection against Black Rock which is not dismissed within such one hundred twenty (120) days.
- (iii) Upon failure to cure any material default by Black Rock, Customer may take such action as it determines, in its sole discretion, to be necessary to correct the default, at Black Rock's sole expense, including, if reasonably required, curing any defaults under any Underlying Rights, and/or obtaining such Underlying Rights as may reasonably be required for Customer to cure such Black Rock default. In such event, Customer may recover from Black Rock its reasonable Costs in correcting such default, and Customer may also pursue any legal or equitable remedies it may have

under applicable law or principles of equity relating to such default including specific performance.

- C. Except as set forth to the contrary herein; any right or remedy of Customer or Black Rock provided in this Agreement shall be cumulative and without prejudice to the exercise of any other right or remedy.

17. TAX TREATMENT

- A. It is understood and agreed that Black Rock must and does maintain legal title to the entire Cable Bundle, subject to the terms and conditions of this Agreement. Notwithstanding the foregoing, it is understood and agreed between the parties that the grant of the IRU hereunder shall be treated for accounting and federal and all applicable state and local tax purposes as the sale and purchase of the Customer Fibers, and that on or after the Actual Delivery Date, Customer shall be treated as the owner of the Customer Fibers for such purposes. The parties agree to file their respective income tax returns, property tax returns, and other returns and reports for their respective Impositions on such basis and, except as otherwise required by law, not to take any positions inconsistent therewith.

18. FORCE MAJEURE

- A. Neither party shall be in default under this Agreement if, and to the extent that, any failure or delay in such party's performance of one or more of its obligations hereunder is caused by any of the following conditions, each of which shall constitute a force majeure, and the affected party shall be released from liability and shall suffer no prejudice for the failure of performance of its obligation or obligations, and, if the construction schedule is affected, the Estimated Delivery Date for the Cable Bundle or the Customer Fibers, shall be excused and extended for and during the period of any such delay: any circumstance beyond the reasonable control of the affected party, including without limitation, any change of circumstances not reasonably foreseen at the time this Agreement was executed which is beyond the reasonable control of the affected party, and which materially affects the ability of the affected party to perform its obligations hereunder; any act of God; fire; flood; lack of or delay in transportation; the adoption or amendment of government codes, ordinances, laws, rules, regulations or restrictions that materially impair the affected party's performance hereunder; war or civil disorder; strikes, lock-outs or other labor disputes; failure of a third party to grant or recognize an Underlying Right (provided Black Rock has made timely and reasonable commercial efforts to obtain the same).

19. DISPUTE RESOLUTION

- A. Initially, the parties agree to negotiate in good faith to attempt to settle any disputes or claims that may arise out of or in relation to this Agreement. If after good faith negotiations, the parties cannot reach mutual resolution to any dispute or claim arising out of or in relation to this Agreement, or any breach of this

Agreement, the parties must mutually agree to settle the dispute or claim pursuant to the Rules of Mandatory Arbitration as provided by the Superior Court of Snohomish County, Washington, notwithstanding that the claim for relief or dollar amount of any claim may exceed the limits of such arbitration. Either party may initiate arbitration by filing a complaint with the Snohomish County Superior Court. The prevailing party at such arbitration shall be entitled to its costs, including reasonable attorney's fees as set by the arbitrator.

20. ASSIGNMENT AND TRANSFER

- A. Customer shall not assign, encumber or otherwise transfer this Agreement or all or any portion of its rights or obligations hereunder to any other person or entity without the prior written consent of Black Rock, which consent will not be unreasonably withheld or delayed provided that such assignment or transfer shall be subject to the assignee's or transferee's assumption of the obligations under this Agreement.
- B. Upon written notice to Customer, Black Rock may assign or transfer this Agreement including its rights and obligations hereunder without Customer's consent, provided that any assignment or transfer by Black Rock shall fully recognize and preserve the Customers rights under this Agreement.

21. REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGMENTS

- A. Each party represents and warrants to the other that: (i) it has the full right and authority to enter into, execute, deliver and perform its obligations under this Agreement; (ii) all corporate actions necessary to enter into this Agreement and to perform all of the transactions contemplated hereby have been taken; (iii) this Agreement constitutes a legal, valid and binding obligation enforceable against such party in accordance with its terms, subject to bankruptcy, insolvency, creditors' rights and general equitable principles; (iv) its execution of and performance under this Agreement shall not violate any applicable existing regulations, rules, statutes or court orders of any local, state or federal government agency, court or body; and (v) no consents of any third party or governmental body are required for the execution or performance of this Agreement.
- B. Customer and Black Rock each agree to cooperate with and support the other in complying with any requirements applicable to their respective rights and obligations hereunder by any governmental or regulatory agency or authority. So long as any such action would not violate the terms of any Underlying Rights, Black Rock agrees, upon request of Customer, and at Customer's expense, to execute, file and/or record such documents or instruments as Customer shall deem reasonably necessary or appropriate to evidence or safeguard Customer's rights under the IRU.
- C. Black Rock represents and warrants that it is not in default under any of the Underlying Rights to the extent that such default would permit the grantor of such

Underlying Rights to terminate such Underlying Rights prior to its stated expiration date, or would otherwise materially, adversely impair or affect Customer's ability to use the Customer Fibers or exercise its rights with respect thereto, as provided and permitted hereunder, and, to the best of its knowledge, no grantor is in default under any Underlying Rights.

- D. EXCEPT AS SET FORTH IN THIS AGREEMENT, BLACK ROCK MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE CUSTOMER FIBERS AND ASSOCIATED PROPERTY OR FACILITIES OR DELIVERABLES HEREUNDER, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR USE, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. THE WARRANTIES SET FORTH IN THIS AGREEMENT CONSTITUTE THE ONLY WARRANTIES MADE BY BLACK ROCK TO CUSTOMER WITH RESPECT TO THIS AGREEMENT AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED.

22. MISCELLANEOUS

- A. No Waiver: The failure of either party hereto to give notice of default or breach of any provision of this Agreement or to enforce any of the provisions of this Agreement, shall not be construed as a waiver or relinquishment of any such default or breach or its right to enforce any such provision at the later date, but the same shall nevertheless be and remain in full force and effect.
- B. Governing Law: This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Washington, without reference to its choice of law principles. Any litigation based hereon, or arising out of or in connection with a default by either party in the performance of its obligations hereunder, shall be brought and maintained exclusively in the courts of the State of Washington and each party hereby irrevocably submits to the jurisdiction of such courts for the purpose of any such litigation and irrevocably agrees to be bound by any judgment rendered thereby in connection with such litigation.

with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits referred to herein are integral parts hereof and are hereby made a part of this Agreement. To the extent that any of the provisions of any Exhibit hereto are inconsistent with the express terms of this Agreement, the terms of this Agreement shall prevail. This Agreement may only be modified or supplemented by an instrument in writing executed by a duly authorized representative of each party and delivered to the party relying on the writing.

- G. Relationship of the Parties: The relationship between Customer and Black Rock shall not be that of partners, agents, or joint ventures for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including, but not limited to federal income tax purposes. Customer and Black Rock, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk subject, however, to the terms and conditions hereof.
- H. Severability: If any term, covenant or condition contained herein shall, to any extent, be invalid or unenforceable in any respect under the laws governing this Agreement, so long as such invalidity does not materially impair the benefit of this Agreement to either party, the remainder of this Agreement shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- I. Counterparts: This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.
- J. Survival: Any provision of this Agreement, which by its nature extends beyond the term hereof or which is required to ensure that the parties to fully exercise their rights and perform their obligations hereunder shall survive the expiration or termination of this Agreement for any cause whatsoever.
- K. Agreement Binding: This Agreement and each of the parties' respective rights and obligations under this Agreement, shall be binding upon and shall inure to the benefit of the parties hereto and each of their respective successors and permitted assigns.

IN WITNESS WHEREOF, the Customer and Black Rock have executed this Agreement as of the date first above written.

CUSTOMER

BLACK ROCK CABLE, INC.

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

APPROVED AS TO FORM:

Grant K. Weed, City Attorney

Date

EXHIBIT A
TO THE IRU AGREEMENT
BY AND BETWEEN
BLACK ROCK CABLE, INC. and CITY OF MARYSVILLE

Connection Points

From the City of Marysville, Black Rock demarc, located at 1049 State Avenue, Marysville WA to Black Rock demarc at the Snohomish County Data Center, located at 3000 Rockefeller Ave, Everett WA.

Identification of Customer Fibers

One (1) strand(s), Single Mode Fiber to be designated by Black Rock within the Cable Bundle. The estimated distance between the two connection points is 9.8 km (6.1Miles).

Binding Delivery Date

The Binding Delivery Date will be sixty (60) days from the date of execution of this IRU agreement.

Franchise Fee

Black Rock will pay the Customer a Franchise Fee of five percent (5%) for the right to operate fiber within the Marysville City Limits.

IRU Fee

The Customer will pay Black Rock a one-time IRU fee of Fifty-Seven Thousand, Seven Hundred Fifty Dollars and No Cents (\$57,750.00) plus applicable Washington State Sales Tax.

Maintenance Fee

The Maintenance Fees will be comprised of two (2) parts:

1. The maintenance fee for pole attachments, pole transfers, and damages will be One Dollar (\$1.00) per strand mile per month for an approximate cost of Seventy-Three Dollars and Twenty Cents (\$73.20) per year.
2. For major undergrounding of overhead fiber routes and/or relocations due to Marysville City ordinance, orders or plans due to City Projects, the Customer will share the costs of moving the Cable Bundle at pro rata cost. Pro Rata means the affected City share will be determined by dividing number of fibers owned by affected City into the total number of fibers used by all customers at that location. By way of example and for

illustrative purposes only, if a relocation project will cost \$100,000.00; the Cable Bundle has 60 fibers with 40 of those fiber “lit” and actively used by twenty (20) Black Rock Customers (two (2) fibers/customer), the allocated share of relocation cost to affected City would be \$5,000.00 (\$100,000.00 divided by the number of active fibers in the Fiber Bundle). Notwithstanding the foregoing, nothing herein shall be interpreted to waive any right or obligation under any applicable franchise agreement.

Black Rock will notify the Customer in writing at least one hundred eighty days (180) days in advance of any major underground work and specify any Customer costs associated with the work.

Issue with the Everett Slough

Black Rock currently leases fiber from SNOPUD to cross the Everett Slough. We use CWDM gear for this 7 mile crossing with customers owning to the north and south of the crossing. This allows a 1 gig circuit. City of Marysville accepts that this segment of the IRU will belong to SNOPUD and not be owned by either Black Rock or the City of Marysville.

We are currently constructing an alternate path to the Snohomish Data Center through Cathcart. This should be complete February or March of 2013. At any time, the City of Marysville can request switching to this wholly owned and IRUd fiber path. Note this path is 90 km and will take different optics.

City of Marysville accepts this condition as part of this IRU.

Initial Here:

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CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 26, 2012

AGENDA ITEM: PA 12019 – Marysville School District CFP PA 12020 – Lake Stevens School District CFP PA 10021 – Lakewood School District CFP	AGENDA SECTION: New Business	
PREPARED BY: Chris Holland, Senior Planner	APPROVED BY:	
ATTACHMENTS: 1. PC Recommendation 2. Memo to PC, from Chris Holland, dated October 19, 2012 3. Marysville School District CFP 4. Lake Stevens School District CFP 5. Lakewood School District CFP 6. Adopting Ordinance		
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

DESCRIPTION:

Pursuant to Section MMC 22D.040.030(1), *Capital facilities plan required*, any district serving the City of Marysville shall be eligible to receive school impact fees upon adoption of a Capital Facilities Plan (CFP) as a sub-element of the Capital Facilities Element of the Marysville Comprehensive Plan. School District CFPs are reviewed and adopted on a biennial basis.

The Planning Commission (PC) held a public workshop on October 9, 2012 and a duly advertised public hearing on October 23, 2012 to review the Marysville, Lake Stevens and Lakewood School District’s 2012 – 2017 CFPs, and received testimony from staff and the applicant. There was no public testimony provided at the public hearing.

Following the public hearing the PC made a motion to forward the Marysville, Lake Stevens and Lakewood School District 2012 – 2017 CFPs, to Marysville City Council for adoption by ordinance.

RECOMMENDED ACTION: Affirm the PC’s Recommendation and adopt the Marysville, Lake Stevens and Lakewood 2012 – 2017 CFPs as a subelement of the Capital Facilities Element of the Marysville Comprehensive Plan.

COUNCIL ACTION:



COMMUNITY DEVELOPMENT DEPARTMENT
80 Columbia Avenue ♦ Marysville, WA 98270
(360) 363-8100 ♦ (360) 651-5099 FAX

PC Recommendation - Marysville, Lake Stevens & Lakewood School Districts' 2012 - 2017 Capital Facilities Plan

The Planning Commission (PC) of the City of Marysville, having held a public hearing, on October 23, 2012, in review of a NON-PROJECT action amendment proposing adoption of the Marysville, Lake Stevens and Lakewood School Districts' 2012 - 2017 Capital Facilities Plans (CFPs) as a sub-element of the Capital Facilities Element of the Marysville Comprehensive Plan, and having considered the exhibits and testimony presented, does hereby enter the following findings, conclusions and recommendation for consideration by the Marysville City Council:

FINDINGS:

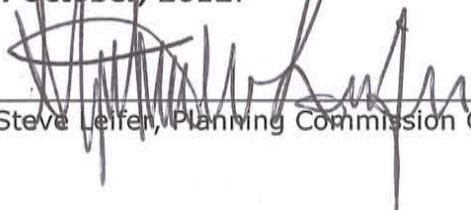
1. The proposal was submitted to the State of Washington Department of Commerce for 60-day notice of intent to adopt a comprehensive plan amendment under the Growth Management Act in accordance with RCW 36.70A.106.
2. A State Environmental Threshold Determination of Non-Significance (DNS) was issued by each school district, in accordance with Chapter 197-11 WAC, as follows:
 - Marysville School District: August 29, 2012
 - Lake Stevens School District: June 19, 2012
 - Lakewood School District: August 20, 2012
3. The PC held a public work session to review the NON-PROJECT action amendment to the Capital Facilities Element of the Marysville Comprehensive Plan, on October 9, 2012.
4. The PC held a duly-advertised public hearing on October 23, 2012 and received testimony from each Districts' representative, city staff, and other interested parties.
5. At the public hearing the PC reviewed and considered the Marysville, Lake Stevens and Lakewood School Districts' 2012 - 2017 CFPs and supplemental application materials and exhibits, including a staff recommendation.

CONCLUSIONS:

At the public hearing, held on October 23, 2012, the PC recommended adoption of the Marysville, Lake Stevens and Lakewood School Districts' 2012 - 2017 CFPs as a sub-element of the Capital Facilities Element of the Marysville Comprehensive Plan, as reflected in the PC minutes, attached hereto as **Exhibit A**.

RECOMMENDATION:

Forwarded to the Marysville City Council as a Recommendation of Approval to adopt the Marysville, Lake Stevens and Lakewood School Districts' 2012 - 2017 CFPs, as a sub-element of the Capital Facilities Element of the Marysville Comprehensive Plan, this **23rd day of October, 2012**.

By: 
Steve Leifer, Planning Commission Chair



COMMUNITY DEVELOPMENT DEPARTMENT
 80 Columbia Avenue ♦ Marysville, WA 98270
 (360) 363-8100 ♦ (360) 651-5099 FAX

MEMORANDUM

DATE: October 19, 2012
TO: Planning Commission
FROM: Chris Holland, Senior Planner
RE: School District Capital Facilities Plans – *PC Public Workshop*
 PA 12019 – Marysville School District
 PA 12020 – Lake Stevens School District
 PA 12021 – Lakewood School District
CC: Gloria Hirashima, CD Director
 Jim Baker, Marysville School District
 Robb Stanton, Lake Stevens School District
 Fred Owyen, Lakewood School District

Pursuant to MMC 22D.040.030(1), any district serving the City of Marysville shall be eligible to receive school impact fees upon adoption by Marysville City Council of a capital facilities plan (CFP) for the district as a sub-element of the Capital Facilities Element of the Marysville Comprehensive Plan. District’s CFP are reviewed and adopted on a biennial basis.

Upon receipt of a district’s CFP the Community Development Department must determine:

1. That the analysis contained within the CFP is consistent with current data developed pursuant to the requirements of the GMA.
2. That any school impact fee proposed in the district’s CFP has been calculated using the formula contained in MMC 22D.040.050 Table 1.
3. That the CFP has been adopted by the District’s board of directors.

Based on a review of the district’s CFP it appears each plan has been prepared pursuant to the requirements of the GMA (RCW 36.70A), the impact fees have been calculated using the formula contained in MMC 22D.040.050 Table 1 and the CFP’s have been adopted by each district’s board of directors.

The following is a breakdown of current and proposed impact fees, as outlined in the district’s CFP, applying the 50% discount pursuant to MMC 22D.040.050(1):

Marysville School District	2010 - 2015 (current)	2012 - 2017 (proposed)	Difference
Single-family	\$4,263.00	\$1,879.00	-\$2,384.00
Multi-family (studio or one bedroom unit)	\$0.00	\$0.00	\$0.00
Multi-family (two or more bedroom unit)	\$3,637.00	\$2,882.00	-\$755.00

Lake Stevens School District	2010 - 2015 (current)	2012 - 2017 (proposed)	Difference
Single-family	\$4,532.00	\$4,692.00	+\$160.00
Duplex/Townhouse	\$3,035.00	\$2,915.00	-\$120.00
Multi-family (studio or one bedroom unit)	\$0.00	\$0.00	\$0.00
Multi-family (two or more bedroom unit)	\$3,035.00	\$2,915.00	-\$120.00
Lakewood School District	2010 - 2015 (current)	2012 - 2017 (proposed)	Difference
Single-family	\$1,780.00	\$892.00	-\$888.00
Multi-family (studio or one bedroom unit)	\$0.00	\$0.00	\$0.00
Multi-family (two or more bedroom unit)	\$1,379.00	\$396.00	-\$983.00

Staff respectfully requests the Planning Commission forward a recommendation of approval for the Marysville, Lake Stevens and Lakewood School Districts' 2012 - 2017 CFPs to the City Council for adoption as a sub-element of the Capital Facilities Element of the Marysville Comprehensive Plan.

MARYSVILLE SCHOOL DISTRICT NO. 25

CAPITAL FACILITIES PLAN

2012-2017



“Marysville School District ... developing self-directed, lifelong learners.”

Adopted: September 17, 2012

MARYSVILLE SCHOOL DISTRICT NO. 25

CAPITAL FACILITIES PLAN

2012-2017

“Marysville School District ... developing self-directed, lifelong learners.”

BOARD OF DIRECTORS

Chris Nation, President

Wendy Fryberg, Vice President

Dr. Tom Albright

Cindy Erickson

Pete Lundberg

SUPERINTENDENT

Dr. Larry Nyland

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Financing Plan	20
School Impact Fees	23
Appendix A	Population and Enrollment Data
Appendix B	School Impact Fee Calculations
Appendix C	Student Generation Rates

For information regarding the Marysville School District 2010-2015 Capital Facilities Plan, contact Jim Baker, Marysville School District No. 25, 4220 80th Street N.E., Marysville, Washington 98270-3498. Telephone: (360) 653-7058.

SECTION ONE: INTRODUCTION

Purpose of the Capital Facilities Plan

The Washington State Growth Management Act (the “GMA”) outlines 13 broad goals including adequate provision of necessary public facilities and services. Schools are among these necessary facilities and services. School districts have adopted capital facilities plans to satisfy the requirements of RCW 36.70A.070 and to identify additional school facilities necessary to meet the educational needs of the growing student populations anticipated in their districts.

The Marysville School District (the “District”) has prepared this Capital Facilities Plan (the “CFP”) to provide Snohomish County (the “County”), the City of Marysville (the “City”), and the City of Everett (“Everett”) with a schedule and financing program for capital improvements over the next six years (2012-2017).

In accordance with the Growth Management Act, adopted County policy, Snohomish County Ordinance Nos. 97-095 and 99-107, and the City of Marysville Ordinance Nos. 2306 and 2213, this CFP contains the following required elements:

- Future enrollment forecasts for each grade span (elementary schools, middle level schools, and high schools).
- An inventory of existing capital facilities owned by the District, showing the locations and capacities of the facilities.
- A forecast of the future needs for capital facilities and school sites.
- The proposed capacities of expanded or new capital facilities.
- A six-year plan for financing capital facilities within projected funding capacities, which clearly identifies sources of public money for such purposes. The financing plan separates projects and portions of projects which add capacity from those which do not, since the latter are generally not appropriate for impact fee funding.
- A calculation of impact fees to be assessed and support data substantiating said fees.

In developing this CFP, the District followed the following guidelines set forth in Appendix F of Snohomish County's General Policy Plan:

- Districts should use information from recognized sources, such as the U.S. Census or the Puget Sound Regional Council. School districts may

generate their own data if it is derived through statistically reliable methodologies. Information must not be inconsistent with Office of Financial Management (OFM) population forecasts. Student generation rates must be independently calculated by each school district.

- The CFP must comply with the GMA.
- The methodology used to calculate impact fees must comply with Chapter 82.02 RCW. The CFP must identify alternative funding sources in the event that impact fees are not available due to action by the state, county or cities within the District.

Overview of the Marysville School District

The District encompasses most of the City of Marysville, a small portion of the City of Everett, and portions of unincorporated Snohomish County. The District's boundaries also include the Tulalip Indian Reservation. The District encompasses a total of 72 square miles.

The District currently serves an approximate student population of 10,875 (October 1, 2011 FTE enrollment) with eleven elementary schools (grades K-5), four middle level schools (6-8), and two comprehensive high school (grades 9-12). In addition, the District operates several small learning communities. In 1999, the District moved approximately 400 9th graders to Marysville Pilchuck High School with approximately 500 9th graders remaining at Marysville Junior High School. In 2007, the District completed the shift of 9th graders to Marysville Pilchuck High School and renamed Marysville Junior High School as Totem Middle School. During 2008, the District completed construction of the Marysville Tulalip Campus and consolidated several programs (serving grades 6-12) on one campus. The District also opened Grove Elementary School in the fall of 2008. The District opened the Marysville Getchell Campus, housing four separate 9-12 small learning communities, in the fall of 2010. For the purposes of facility planning, this CFP considers grades K-5 as elementary school, grades 6-8 as middle level school, and grades 9-12 as high school.

The District continues to face challenges related to the capacity and the condition of its facilities. The opening of Grove Elementary School, the Marysville Tulalip Campus, and the Marysville Getchell Campus help to alleviate some of these concerns. However, the District expects continued growth-related enrollment increases at the elementary level. Also of concern is the condition of its facilities. All schools need technology support upgrades (electrical and network). Eight elementary schools (Cascade, Kellogg Marsh, Grove, Liberty, Marshall, Pinewood, Shoultes, and Sunnyside), two middle schools (Marysville and Totem), and two high school (Marysville Pilchuck and Marysville Getchell) need improvements. In addition, support facilities need additional space.

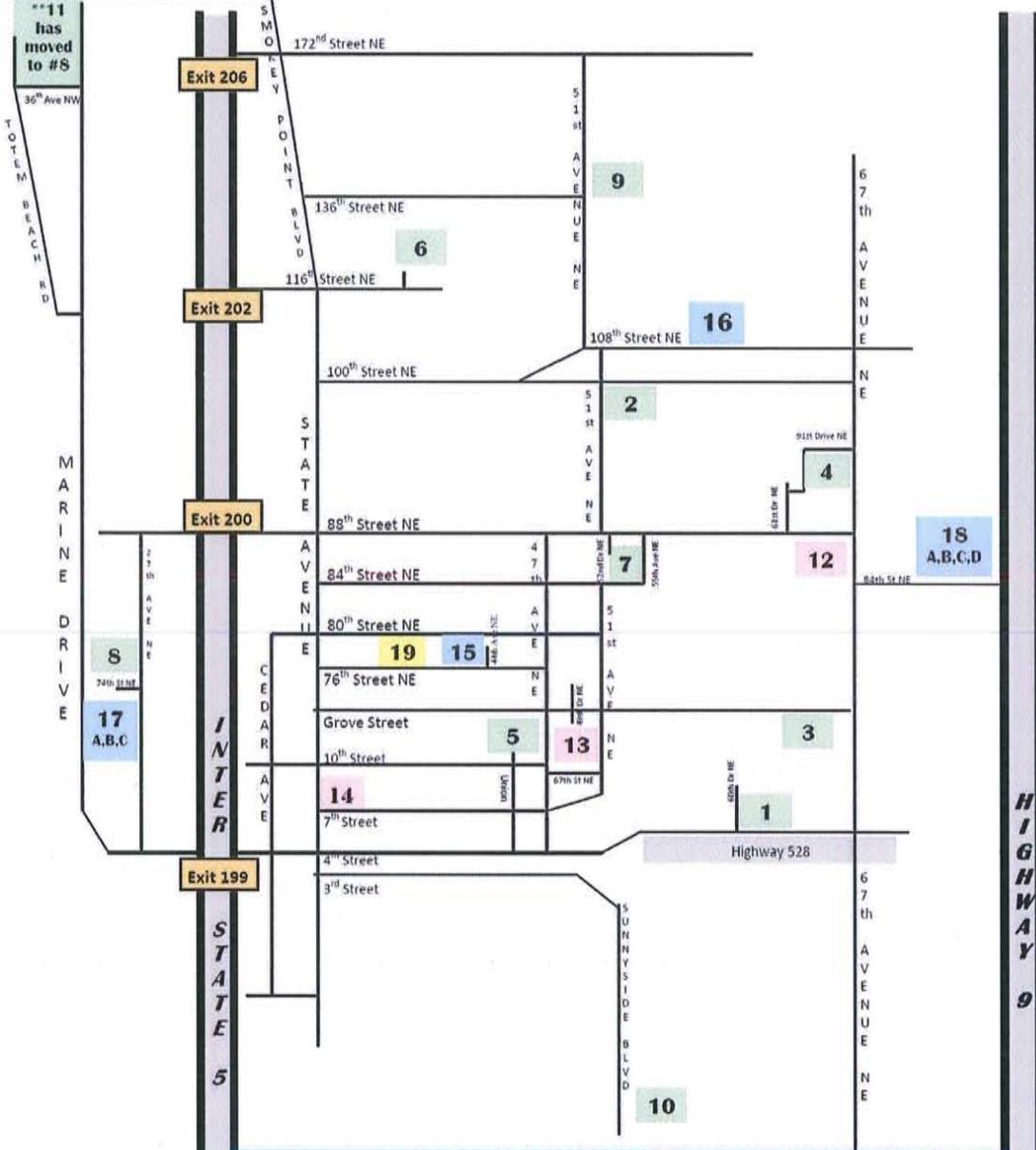
Significant Issues

The District faces significant issues, as do other districts, with regard to matters affecting the capital facilities planning process. Affordable housing (as compared to Seattle and adjacent cities) in the District tends to draw young families, which puts demands on the school facilities. In addition, the 2005 amendments to the Snohomish County Comprehensive Plan expanded the Marysville urban growth boundary to include an additional 560.4 acres zoned for residential development. Also, a significant amount of acreage already within the Marysville UGA was rezoned to accommodate more density in housing developments. The dramatic modifications to land use priorities will have a significant impact on schools. Capacity impacts are obvious. In addition, locating and purchasing suitable property and agreement on scope and amount of future bond measures are of concern. The current economy further complicates capacity planning.

In February of 2006, the District's voters approved a school construction bond for approximately \$118 million. The bond helped to pay for the construction of Marysville Getchell High School and Grove Elementary School. The District also used the bond proceeds to acquire future school sites. The District will consider presenting a future bond to the voters during the six years of this Plan.

Welcome to the Marysville School District No. 25

****Tulalip Elementary has been moved to #8 Quil Ceda Elementary.**
Marine Drive does not run parallel to I-5 and is shown parallel due to limited space.



Legend:

<p>Elementary Schools:</p> <ul style="list-style-type: none"> 1) Allen Creek 2) Cascade 3) Grove 4) Kellogg Marsh 5) Liberty 6) Marshall 7) Pinewood 8) QuilCeda/Tulalip 9) Shoultzes 10) Sunnyside 	<p>Middle Schools:</p> <ul style="list-style-type: none"> 12) Cedarcrest Middle 13) Marysville Middle 14) Totem Middle 17C) 10th Street 	<p>High Schools:</p> <ul style="list-style-type: none"> 15) Msvl Mountain View HS 16) Pathways of Choice 17A) Arts & Technology 17B) Heritage 18A) Academy of Construction & Engineer. 18B) Bio Med Academy 18C) Internat'l School of Communications 18D) School for the Entrepreneur
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Revised July 2011

Elementary Schools		Middle Schools (Grades 6-8)		
1	Allen Creek Elementary 6505 60th Drive NE Take Exit #199. Turn east on 4th Street. Follow approx. 1.5 miles. School is on the left.	360-653-0660 Janelle McFalls, Principal	10th Street See #17C below for school location.	
2	Cascade Elementary 5200 100th Street NE Take Exit #200. Turn east on 88th St. NE. Go approx. 1 mile turn left on 51st Ave. NE. Go to 100th St. NE. School is on the right.	360-653-0620 Teresa Iyall-Williams, Principal	12 Cedarcrest Middle School 6400 88th Street NE Take exit #200. Turn east on 88th St. NE. Follow approx. 1.5 miles. School is on the right.	
3	Grove Elementary 6510 Grove Street Take Exit #199. Turn east on 4th Street. Follow to State Street and turn left. Follow State approximately 1/2 mile to Grove Street. Turn right on Grove and follow approx. 1.0 miles. School is on the right.	(360) 653-0647 Jeanne Tennis, Principal	13 Marysville Middle School 4923 67th Street NE Take Exit #199. Turn east on 4th St. Follow approx. 1.5 miles to 47th Ave. NE and turn left. Follow around to the right at the "Y" and follow to 67th St. NE. School is on the right.	
4	Kellogg Marsh Elementary 6325 91st Street NE Take Exit #200 Turn east on 88th St. NE. Follow approx 1.5 miles. Turn left on 61st Dr. NE. Follow to 4-way stop. Turn right on 91st St. NE. School is straight ahead.	360-653-0643 Sharon Anderson, Principal	14 Totem Middle School 1605 7th Street Take Exit #199. Turn east on 4th St. Follow to State Ave. and turn left. Follow to 7th St. and turn right. School is on the left.	
5	Liberty Elementary 1919 10th Street Take Exit #199. Turn east on 4th St. Follow to Union and turn left. Go to end of street. School is straight ahead.	360-653-0625 Scott Irwin, Principal	High Schools (Grades 9-12) - Learning Communities	
6	Marshall Elementary 4407 116th Street NE Take Exit #202. Turn east on 116th St. NE. Follow approx. 0.5 miles. School is on the left.	360-653-0630 Michelle Gurnee, Principal	15 Marysville Mountain View High School 4317 76th Street NE Take Exit #199. Turn east on 4th St. Follow to State Ave. and turn left. Follow to 76th St. NE and turn right. Follow to 44th Ave. NE and turn left. School is on the left.	360-653-0628 Dawn Bechtholdt, Principal
7	Pinewood Elementary 5115 84th Street NE Take Exit #200. Turn east on 88th Street NE. Follow approximately 1 mile. Turn right on 52nd Dr. NE. School is straight ahead.	360-653-0635 Breeze Williams, Principal	16 Marysville-Pilchuck Campus 5611 108th Street NE Take Exit #200. Turn east on 88th St. NE. Follow approx. 1 mile and turn left on 51st Ave. NE. Follow to 108th St. NE and turn right. School is 0.5 miles on the left. Pathways of Choice - Andrew Frost, Principal	360-653-0600
8	Quil Ceda/Tulalip Elementary 2415 74th Street NE Take Exit #200. Turn west on 88th St. NE (Quil Ceda Way). Follow to 27th Ave. NE and turn left. Follow approx. 1.5 miles to 74th St. NE and turn right. School is straight ahead.	360-653-0890 Kristen DeWitte, Principal	17 Marysville Tulalip Campus (Renamed June 2011)* (*formerly Marysville Secondary Campus) 7204 27th Avenue NE Take Exit #200. Turn west on 88th St. NE (Quil Ceda Way). Follow to 27th Ave NE and turn left. Follow approx. 1.5 miles -school is on the right.	
9	Shoultes Elementary 13525 51st Avenue NE Take Exit #202. Turn east on 116th St. NE. Follow to State Avenue and turn left. Follow to 136th St. NE and turn right. Follow approx. 0.5 miles. School is straight ahead.	360-653-0640 Chris Samplay, Principal	17 A Marysville Arts & Technology -Terri Kaltenbach, Principal 17 B Heritage (Grades 9-12) -Shelly Lacy, Director 17 C 10th Street (Grades 6-8) -Shawn Stevenson, Principal	360-653-0664 360-653-0690 360-653-0665
10	Sunnyside Elementary 3707 Sunnyside Blvd. Take Exit #199. Turn east on 4th St. Follow to State Ave. and turn right. Follow to 3rd St. and turn left. Follow approx. 2.5 miles. School is on the left.	360-653-0645 Sharon Stone, Principal	18 Marysville Getchell Campus (Opened fall 2010) 8301 84th Street NE Take Exit #200. Turn east on 88th St. NE. Follow approx. 1.5 miles. Turn right on 67th Ave NE then take next left onto 84th St NE. Follow for approx. 1.0 miles. School is on the left.	
11	Tulalip Elementary: moved to Quil Ceda Elementary #8 Sep 2011		18 A Acad. of Const. & Eng. - Shawn Stevenson, Principal 18 B Bio Med Academy -Judith Murdock, Principal 18 C Intri'l School of Comm - Angela Hansen, Principal 18 D School for the Entrepreneur - Dave Rose, Principal	360-657-6374 360-629-1891 360-653-0695 360-651-5702
		Administrative Offices - Service Center		
		19 District Office 4220 80th Street NE Take Exit #200. Turn east on 88th St NE. Follow to state Ave. and turn right. Follow to 80th St and turn left. Follow 1/2 block. Service Center is on the right.		

SECTION 2 -- EDUCATIONAL PROGRAM STANDARDS

The District acknowledges and realizes that classroom population impacts the quality of instruction provided. School facility and student capacity needs are dictated by the types and amounts of space required to accommodate the District's adopted educational program. The educational program standards which typically drive facility space needs include grade configuration, optimum facility size, class size, educational program offerings, classroom utilization and scheduling requirements, and use of relocatable classrooms (portables).

In addition to student population, other factors such as collective bargaining agreements, government mandates, and community expectations also affect classroom space requirements. Traditional educational programs are often supplemented by programs such as special education, remediation, alcohol and drug education, computer labs, music, art, and other programs. These programs can have a significant impact on the available student capacity of school facilities.

District educational program standards may change in the future as a result of changes in the program year, special programs class sizes, grade span configurations, and use of new technology, as well as other physical aspects of the school facilities. The school capacity inventory will be reviewed periodically and adjusted for any changes to the educational program standards. These changes will also be reflected in future updates of this CFP.

Within the context of this topic, there are at least three methodologies that can be applied to capacity forecasting. Those include a maximum class size based on contractual obligations, a maximum class size target, and a minimum service level.

The District has internal targets, which predicate staffing decisions. These internal targets are the District's preferred capacity levels. In comparison, class size based on a maximum number of students is predicated on contractual language in the contract with the Marysville Education Association. This contract specifies a maximum number of students in a classroom above which the District must fund additional classroom assistance. Finally, the minimum service level represents the capacity level that the District will not exceed. This is determined by an average maximum number of students in a classroom by grade (for K-8 classes) or by a course of study (for the 9-12 grade level). For example, grade 8 may have an average class size (and minimum level of service) of 32 students. Some classrooms might have less than 32 students and some classrooms might have more than 32 students; however the average of grade 8 classrooms district-wide will not exceed 32 students. At the secondary school level, some classes will exceed 34 students (band, physical education, etc.). This minimum service level is defined for core classes and is an average of all core classes for the secondary level. Table 1 compares class size methodologies.

Table 1
Class Size Methodologies

<i>Grade Level</i>	<i>District Targets</i>	<i>Maximum (Per Contract)</i>	<i>Minimum Service Level</i>
Kindergarten	23	24	27
Grades 1 – 3	23	24	29
Grades 4 – 5	25	27	30
Grades 6 – 8	25	30	32
Grades 9 – 12	25	30	34

Educational Program Standards Based Upon Internal Targets

Elementary Schools:

- Average class size for Kindergarten should not exceed 23 students.
- Average class size for grades 1-3 should not exceed 23 students.
- Average class size for grades 4-5 should not exceed 25 students.
- Special education for students may be provided in regular classes when inclusion is possible and in self-contained classrooms when this is the most appropriate option available.

Middle and Junior High Schools:

- Average class size for grades 6-8 should not exceed 25 students.
- It is not possible to achieve 100% utilization of all regular teaching stations throughout the day. Therefore, classroom capacity is adjusted using a utilization factor of available teaching stations depending on the physical characteristics of the facility and program needs.
- Special education for students may be provided in regular classes when inclusion is possible and in self-contained classrooms when this is the most appropriate option available.
- Identified students will also be provided other programs in “resource rooms (i.e., computer labs, study rooms), and program specific classrooms (i.e., music, drama, art, home and family education).

High Schools:

- Average class size for grades 9-12 should not exceed 25 students.
- It is not possible to achieve 100% utilization of all regular teaching stations throughout the day. Therefore, classroom capacity is adjusted

using a utilization factor of available teaching stations depending on the physical characteristics of the facility and program needs.

- Special education for students may be provided in regular classes when inclusion is possible and in self-contained classrooms when this is the most appropriate option available.
- Identified students will also be provided other programs in “resource rooms (i.e., computer labs, study rooms), and program specific classrooms (i.e., music, drama, art, home and family education).

The District reported the following information to Snohomish County in 2011 to demonstrate compliance with the minimum educational service standards:

LOS Standard	MINIMUM LOS# Elementary	CURRENT LOS Elementary ²	MINIMUM LOS Middle	CURRENT LOS Middle	MINIMUM LOS High	CURRENT LOS High ²
Marysville No. 25	29	20.5	32	26.4	34	28.7
Maximum average class size						

The District determines the minimum service level by adding the number of students per regular classroom at each grade level and dividing that number by the number of teaching stations.

SECTION THREE: CAPITAL FACILITIES INVENTORY

Under the GMA, public entities are required to inventory capital facilities used to serve existing development. The purpose of the facilities inventory is to establish a baseline for determining what facilities will be required to accommodate future demand (student enrollment) at acceptable levels of service. This section provides an inventory of capital facilities owned and operated by the District including schools, relocatable classrooms (portables), undeveloped land, and support facilities. School facility capacity was inventoried based on the space required to accommodate the District's adopted educational program standards. *See Section Two: Educational Program Standards.* A map showing locations of District facilities is provided on page 4.

Schools

See *Section One* for a description of the District's schools and programs.

School capacity was determined based on the number of teaching stations within each building and the space requirements of the District's adopted educational program and internal targets. It is this capacity calculation that is used to establish the District's baseline capacity, and to determine future capacity needs based on projected student enrollment. The school capacity inventory is summarized in Tables 2, 3, and 4.

Relocatable Classrooms (Portables)

Relocatable classrooms (portables) are used as interim classroom space to house students until funding can be secured to construct permanent classrooms. The District currently uses 65 relocatable classrooms at various school sites throughout the District to provide additional interim capacity. A typical relocatable classroom can provide capacity for a full-size class of students. Current use of relocatable classrooms throughout the District is summarized in Table 5.

Table 2
Elementary School Inventory

<i>Elementary School</i>	<i>Site Size (Acres)</i>	<i>Building Area (sq ft)</i>	<i>Teaching Stations*</i>	<i>Permanent Capacity**</i>
Allen Creek	11.0	47,594	21.0	496
Cascade	9.5	38,923	21.0	496
Grove	6.2	54,000	24.0	566
Kellogg Marsh	12.8	47,816	21.0	496
Liberty	9.1	40,459	20.0	472
Marshall	13.7	53,063	14.0	330
Pinewood	10.5	40,073	17.0	401
Quil Ceda	10.0	47,594	27.0	637
Shoultes	9.5	40,050	16.0	378
Sunnyside	10.4	39,121	22.0	519
TOTAL	102.7	448,693	203	4,791

* Teaching Station Definition: A space designated as a classroom. Other stations include spaces designated for special education and pull-out programs.

** Regular classrooms.

Table 3
Middle Level School Inventory

<i>Middle Level School</i>	<i>Site Size (Acres)</i>	<i>Building Area (sq ft)</i>	<i>Teaching Stations*</i>	<i>Permanent Capacity**</i>
Cedarcrest	27.0	83,128	29.0	725
Marysville Middle	21.0	99,617	32.0	800
Marysville Tulalip Campus*** (6-8)	***	15,000	7.0	175
Totem	15.2	124,822	30.0	750
TOTAL	63.2	322,567	98	2,450

* Teaching Station Definition: A space designated as a classroom. Other stations include spaces designated for special education and pull-out programs.

** Regular classrooms.

*** *The Marysville Tulalip Campus includes the following schools co-located on one campus: Arts & Technology, Tulalip Heritage, and the 10th Street School. Grades 6-12 are served at the Marysville Tulalip Campus. The above chart identifies information relevant to grades 6-8.

Table 4
High School Inventory

<i>High School</i>	<i>Site Size (Acres)</i>	<i>Building Area (sq ft)</i>	<i>Teaching Stations*</i>	<i>Permanent Capacity**</i>
Marysville Pilchuck	83.0	259,033	56.0	1,400
Marysville Getchell	38.0	193,000	61.0	1,525
Marysville Tulalip Campus*** (9-12)	39.4	70,000	19.0	475
Mountain View	2.4	18,350	8.0	200
TOTAL	162.8	540,383	144	3,600

* Teaching Station Definition: A space designated as a classroom. Other stations include spaces designated for special education and pull-out programs.

** Regular classrooms.

*** *The Marysville Tulalip Campus includes the following schools co-located on one campus: Arts & Technology, Tulalip Heritage, and the 10th Street School. Grades 6-12 are served at the Marysville Tulalip Campus. The above chart identifies information relevant to grades 9-12.

Table 5
Relocatable Classroom (Portable) Inventory*

<i>Elementary School</i>	<i>Relocatables**</i>	<i>Other Relocatables***</i>	<i>Interim Capacity</i>
Allen Creek	7	0	165
Cascade	3	2	71
Kellogg Marsh	5	2	118
Liberty	6	2	142
Marshall	3	3	71
Pinewood	3	4	71
Quil Ceda	3	3	71
Shoultes	5	3	118
Sunnyside	4	5	94
<i>SUBTOTAL</i>	39	24	921

<i>Middle Level School</i>	<i>Relocatables</i>	<i>Other Relocatables</i>	<i>Interim Capacity</i>
Cedarcrest	12	2	300
Marysville Middle	7	2	175
Totem	0	0	0
<i>SUBTOTAL</i>	19	4	475

<i>High School</i>	<i>Relocatables</i>	<i>Other Relocatables</i>	<i>Interim Capacity</i>
Marysville-Pilchuck	5	0	125
Mountain View	2	0	52
<i>SUBTOTAL</i>	7	0	177

<i>TOTAL</i>	65	28	1,573
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* Each portable is 600 square feet.

**Used for regular classroom capacity.

***The relocatables referenced under "other relocatables" are used for special pull-out programs.

Support Facilities

In addition to schools, the District owns and operates additional facilities which provide operational support functions to the schools. An inventory of these facilities is provided in Table 6.

***Table 6
Support Facility Inventory***

<i>Facility</i>	<i>Building Area (Square Feet)</i>	<i>Site Size (Acres)</i>
Service Center		11.35
Administration	33,028	
Grounds	3,431	
Maintenance	12,361	
Engineering	7,783	
Warehouse	16,641	

Land Inventory

The District owns a number of undeveloped sites. An inventory of these sites is provided in Table 7.

***Table 7
Undeveloped Site Inventory***

<i>Site</i>	<i>Site Size (Acres)</i>
4315 71 st Ave NE	7.00
132nd Street Site	20.00
152nd Street Site	35.02
Old Getchell Site	10.00
West Marshall Site (School Farm)	18.00
Sunnyside Hills Site	13.00
Frondorf Site	27.75
Highway 9 Site	53.00

Development on some of these sites is restricted due to significant wetlands, limited site sizes, high utility costs, and/or inappropriate locations.

The District does not own any sites which are developed for uses other than schools.

SECTION FOUR: STUDENT ENROLLMENT TRENDS AND PROJECTIONS

Generally, enrollment projections using historical calculations are most accurate for the initial years of the forecast period. Moving further into the future, more assumptions about economic conditions, land use, and demographic trends in the area affect the projection. Monitoring birth rates in the County and population growth for the area are essential yearly activities in the ongoing management of the CFP. In the event that enrollment growth slows, plans for new facilities can be delayed. It is much more difficult, however, to initiate new projects or speed projects up in the event enrollment growth exceeds the projections.

With the assistance of a professional demographer, the District has developed its own methodology for forecasting future enrollments. This methodology, a modified cohort survival method, considers a variety of factors to evaluate the potential student population growth for the years 2012 through 2024. These factors include: Office of Financial Management population forecasts for Snohomish County and historical data; Office of the Superintendent of Public Instruction data regarding enrollment history by year and grade and other statistical data regarding District-specific enrollment trends; Washington State Health Department and Snohomish County birth statistics (for purposes of predicting kindergarten enrollments); Washington State Department of Licensing statistics regarding population migration; Educational Service District 189 statistics regarding enrollment trends; Snohomish County and City of Marysville data regarding residential home construction; United States Census records regarding population age groupings; and District data regarding alternative program enrollment statistics and trends, student transfer statistics and trends, and current school enrollment figures by grade level and schools.

The District methodology uses the cohort projections developed by the Office of the Superintendent of Public Instruction as a baseline and then applies a growth factor, derived from the evaluated factors, for each year through 2024. *See Appendix A* (which shows the District's Headcount Enrollment Projections). The growth factor starts at 0% and is then determined by balancing the positive and negative evaluated factors (i.e. those listed in the paragraph above) which could affect student enrollment figures over the term of the forecast. As an example, the 2009 kindergarten class is the largest in the history of the District and, along with the large number of births in Snohomish County over the last five years, should indicate that high kindergarten enrollments will continue, resulting in positive overall enrollment. However, on the negative side, the District has lost some students who have opted to attend schools in other surrounding districts. These two trends tend to cancel each other out, in creating either a plus or minus growth factor.

District enrollment has declined in recent years, likely due to a variety of factors such as economic circumstances, slower in-migration, and students opting for alternative education plans. However, the six year enrollment forecast demonstrates enrollment growth at the elementary level over the next six years. Using the modified cohort survival projections, a total

enrollment of 10,744 (FTE)¹ is expected in 2017. In other words, the District projects a decline in enrollment by 131 students between 2011 and 2017. See Table 10. However, elementary enrollment is projected to have continued growth with an addition of 145 students. See Table 14.

OFM population-based enrollment projections were estimated for the District using OFM population forecasts for the County. Between 1990 and 2011 the District's enrollment constituted approximately 17.8% of the District's total population. Assuming that, between 2012 and 2017, the District's enrollment will continue to constitute 17.8% of the District's population, using OFM/County data, the District projects a total enrollment of 13,945 students in 2017. See Table 10.

Table 10
Projected Student Enrollment (FTE)*
2012-2017

<i>Projection</i>	<i>2011*</i>	<i>2012</i>	<i>2013</i>	<i>2014</i>	<i>2015</i>	<i>2016</i>	<i>2017</i>	<i>Actual Change</i>	<i>Percent Change</i>
OFM/County	10,875	11,387	11,899	12,411	12,923	13,435	13,945	3,070	28.2%
District	10,875	10,838	10,840	10,816	10,810	10,801	10,744	(131)	(1.2)%

*The District uses FTE enrollment, which is essentially headcount enrollment with the kindergarten enrollment multiplied by 0.5, to reflect actual classroom usage. For example, the "District" enrollment line in Table 10 is derived from the District's headcount enrollment projections located in Appendix 1. The reader can see that Appendix A projects 11,279 students in 2012. When the kindergarten enrollment for 2012 is multiplied by 0.5, the total K-12 enrollment for 2012 is 10,838.

** Actual FTE enrollment (October 1, 2011).

Based upon the immediate dynamics of the District, as discussed above, the District has chosen to follow the more conservative District estimates as opposed to the OFM/County projections during this planning period. This decision will be revisited in future updates to the CFP.

2025 Enrollment Projections

Student enrollment projections beyond 2015 and to the future are highly speculative. The District projects a total enrollment of 11,007 FTE students in 2025. This is based on the District's enrollment projections updated in 2011. See Appendix A. The total enrollment estimate was then broken down by grade span to evaluate long-term site acquisition needs for elementary, middle level, and high school facilities. See Table 11-A below. Again, these estimates are highly speculative and are used only for general planning purposes.

¹ FTE projected enrollment is derived by using the Headcount Enrollment Projections in Appendix A and multiplying kindergarten enrollment by 0.5 to reflect that the majority of kindergarten students in the District attend school for ½ of the school day.

Table 11-A
Projected FTE Student Enrollment - District
2025

<i>Grade Span</i>	<i>Projected FTE Enrollment</i>
Elementary (K-5)	4,988
Middle Level School (6-8)	2,563
High School (9-12)	3,456
TOTAL (K-12)	11,007

Assuming that the District's enrollment will continue to constitute 17.8% of the District's population through 2025, the projected enrollment by grade span *based upon the County/OFM projections* is as follows:

Table 11-B
Projected FTE Student Enrollment – County/OFM
2025

<i>Grade Span</i>	<i>Projected FTE Enrollment</i>
Elementary (K-5)	7,226
Middle Level School (6-8)	3,716
High School (9-12)	5,008
TOTAL (K-12)	15,950

SECTION FIVE: CAPITAL FACILITIES PROJECTIONS FOR FUTURE NEEDS

Projected available student capacity was derived by subtracting projected student enrollment from existing school capacity (excluding relocatable classrooms) for each of the six years in the forecast period (2012-2017). Capacity needs are expressed in terms of “unhoused students” Table 12 identifies the District’s current capacity needs (based upon information contained in Table 14):

Table 12
Unhoused Students – Based on October 2011 Enrollment/Capacity

<i>Grade Span</i>	<i>Unhoused Students/(Housed Students)</i>
Elementary Level (K-5)	(48)
Middle Level (6-8)	158
High School Level (9-12)	(76)

The method used to define future capacity needs assumes that:

- Capacity additions at Cascade and Liberty Elementary Schools are complete by the fall of 2016.

Assuming these capacity additions, Table 13 identifies the additional permanent classroom capacity that will be needed in 2017, the end of the six year forecast period:

Table 13
Unhoused Students – 2017

<i>Grade Span</i>	<i>Unhoused Students/(Housed Students)</i>
Elementary Level (K-5)	(67)
Middle Level (6-8)	30
High School Level (9-12)	(225)

Projected future capacity needs, shown in Table 14, are derived by applying the projected number of students to the projected capacity. Grade reconfigurations and planned improvements by the District through 2017 are included in Table 14. It is not the District's policy to include relocatable classrooms when determining future capital facility needs; therefore interim capacity provided by relocatable classrooms is not included (except for in the total District capacity summary). (Information on relocatable classrooms by grade level and interim capacity can be found in Table 5. Information on planned construction projects can be found in the Financing Plan, Table 15.) Current deficiencies are shown in Table 12.

Table 14
Projected Student Capacity – 2012 through 2017

Elementary School -- Surplus/Deficiency

	2011*	2012	2013	2014	2015	2016	2017
Existing Capacity	4,791	4,791	4,791	4,791	4,791	4,791	4,955
Added Permanent Capacity	0	0	0	0	0	164***	0
Total Capacity**	4,791	4,791	4,791	4,791	4,791	4,955	4,955
Enrollment	4,743	4,718	4,762	4,837	4,843	4,867	4,888
Surplus (Deficiency)**	48	73	29	(46)	(52)	88	67

*Actual October 2011 FTE enrollment

**Does not include added relocatable capacity

***Additions at Cascade and Liberty

Middle School Level -- Surplus/Deficiency

	2011*	2012	2013	2014	2015	2016	2017
Existing Capacity	2,450	2,450	2,450	2,450	2,450	2,450	2,450
Added Permanent Capacity	0	0	0	0	0	0	0
Total Capacity**	2,450	2,450	2,450	2,450	2,450	2,450	2,450
Enrollment	2,608	2,616	2,545	2,495	2,470	2,457	2,480
Surplus (Deficiency)**	(158)	(166)	(95)	(45)	(20)	(7)	(30)

*Actual October 2011 FTE enrollment

**Does not include added relocatable capacity

High School Level -- Surplus/Deficiency

	<i>2011*</i>	<i>2012</i>	<i>2013</i>	<i>2014</i>	<i>2015</i>	<i>2016</i>	<i>2017</i>
Existing Capacity	3,600	3,600	3,600	3,600	3,600	3,600	3,600
Added Permanent Capacity	0	0	0	0	0	0	0
Total Capacity**	3,600	3,600	3,600	3,600	3,600	3,600	3,600
Enrollment	3,524	3,504	3,532	3,484	3,497	3,477	3,375
Surplus (Deficiency)**	76	96	68	116	103	123	225

*Actual October 2011 FTE enrollment

**Does not include added relocatable capacity.

SECTION SIX: FINANCING PLAN

Planned Improvements

In 2010, the District opened the Marysville Getchell Campus, a new 1,600 student high school campus, with four separate small learning communities. The new high school is open with some available capacity to serve students from new development.

The District also plans to present for voter approval the replacement and addition of capacity at Cascade Elementary School and Liberty Elementary School (using the Grove Elementary School prototype). These projects will help to address capacity needs at the elementary level. The District is not currently planning to add permanent capacity at the middle school level. Enrollment at that level is expected to decline over the six year planning period (as illustrated in Table 14) and existing relocatables should provide sufficient interim capacity. The District also plans to present for voter approval various health and safety improvements, technology upgrades, and improvement of the existing Marysville Middle School, Marysville Pilchuck High School (with an additional provision for the MPHS swimming pool).

Financing for Planned Improvements

Funding for planned improvements is typically secured from a number of sources including voter-approved bonds, State match funds, and impact fees.

General Obligation Bonds: Bonds are typically used to fund construction of new schools and other capital improvement projects, and require a 60% voter approval. The District's voters approved funding for the new high school and new elementary school in February of 2006. Future bond issues will require input from community and staff, substantial exploration of facility options, and critical decisions by the Board of Directors.

State School Construction Assistance Funds: State School Construction Assistance Funds come from the Common School Construction Fund, which is composed of revenues accruing predominantly from the sale of renewable resources (i.e., timber) from State school lands set aside by the Enabling Act of 1889. If these sources are insufficient to meet needs, the Legislature can appropriate funds or the State Board of Education can establish a moratorium on certain projects. School districts may qualify for State School Construction Assistance Funds for specific capital projects based on a prioritization system.

Impact Fees: Impact fees are a means of supplementing traditional funding sources for construction of public facilities needed to accommodate new development. School impact fees are generally collected by the permitting agency at the time plats are approved or building permits are issued. *See Section 7 School Impact Fees.*

The Six-Year Financing Plan shown on Table 15 demonstrates how the District intends to fund new construction and improvements to school facilities for the years 2012-2017. The financing components include bonds, State match funds, and impact fees. The Financing Plan separates projects and portions of projects which add capacity from those which do not, since the latter are generally not appropriate for impact fee funding.

Table 15
Capital Facilities Financing Plan

Improvements Adding Permanent Capacity (Costs in Millions)**

Project	2011	2012	2013	2014	2015	2016	2017	Total Cost	Bonds/ Local Funds	Projected State Match	Impact Fees ²
Elementary											
Cascade Addition ³				\$1.750	\$0.728			\$2.478	\$1.600	\$0.743	\$0.135
Liberty Addition ⁴				\$2.404	\$0.916			\$3.320	\$2.232	\$0.996	\$0.092
Middle School											
High School											
Land Purchase (for future growth)											

**All projects are growth-related.

Total Capacity Improvements – (Costs in Millions)**

	2011	2012	2013	2014	2015	2016	2017	Total Cost	Bonds/ Local Funds	Projected State Match	Impact Fees
Elementary								\$5.798	\$3.832	\$1.739	\$0.227
Middle Level				\$4.154	\$1.644						
High School											
Land Purchase											
TOTALS				\$4.154	\$1.644			\$5.798	\$3.832	\$1.739	\$0.227

**All projects are growth-related.

2 Fees in this column are based on amount of fees collected to date and estimated fees on future units. Estimated fees are based on recent fee collections and a review of projected fee amounts and known or anticipated future growth.

3 The cost estimate for Cascade is for a pro-rata (@ 12.39%) of the total estimated cost of construction. This corresponds to the additional capacity added to the replacement capacity for the school.

4 The cost estimate for Liberty is for a pro-rata (@ 16.60%) of the total estimated cost of construction. This corresponds to the additional capacity added to the replacement capacity for the school.

Table 15
Capital Facilities Financing Plan

Improvements Not Adding New Permanent Capacity (Costs in Millions)

Project	2012	2013	2014	2015	2016	2017	Total Cost	Bonds	Projected State Match	Impact Fees
Elementary										
Cascade Replacement ⁵			\$12,200	\$5,322			\$17,522	\$12,265	\$5,257	
Liberty Replacement ⁶			\$11,400	\$5,280			\$16,680	\$11,676	\$5,004	
Middle										
Marysville Middle Modernization				\$20,000	\$16,000		\$36,000	\$25,200	\$10,800	
High School										
MPHS Phase 1 Modernization				\$32,000	\$8,000		\$40,000	\$28,000	\$12,000	
MPHS Pool					\$4,000		\$4,000	\$4,000		
District-wide										
Tech/Land/Misc Improvements			\$5,000	\$5,000	\$5,000		\$15,000	\$15,000		
TOTALS			\$28,600	\$67,602	\$33,000		\$129,202	\$96,141	\$33,061	

⁵ The cost estimate for the Cascade replacements reflects 87.61% of the estimated cost of construction. This corresponds to the replacement capacity portion of the project.

⁶ The cost estimate for the Liberty replacement reflects 83.4% of the estimated cost of construction. This corresponds to the replacement capacity portion of the project.

SECTION SEVEN: SCHOOL IMPACT FEES

The GMA authorizes jurisdictions to collect impact fees to supplement funding of additional public facilities needed to accommodate new development. Impact fees cannot be used for the operation, maintenance, repair, alteration, or replacement of existing capital facilities used to meet existing service demands.

School Impact Fees in Snohomish County, the City of Marysville, and the City of Everett

The Snohomish County General Policy Plan (“GPP”) which implements the GMA sets certain conditions for school districts wishing to assess impact fees:

- The District must provide support data including: an explanation of the calculation methodology, description of key variables and their computation, and definitions and sources of data for all inputs into the fee calculation.
- Data must be accurate, reliable, and statistically valid.
- Data must accurately reflect projected costs in the Six-Year Financing Plan.
- Data in the proposed impact fee schedule must reflect expected student generation rates from the following residential unit types: single family; multi-family/studio or one-bedroom; and multi-family/two or more-bedroom.

Snohomish County established a school impact fee program in November 1997, and amended the program in December 1999. This program requires school districts to prepare and adopt Capital Facilities Plans meeting the specifications of the GMA. Impact fees calculated in accordance with the formula, which are based on projected school facility costs necessitated by new growth and are contained in the District’s CFP, become effective following County Council adoption of the District’s CFP.

The City of Marysville also adopted a school impact fee program consistent with the Growth Management Act in November 1998 (with subsequent amendments).

Methodology Used to Calculate School Impact Fees

Impact fees in Appendix B have been calculated utilizing the formula in the Snohomish County Code and the Municipal Code for the City of Marysville. The resulting figures are based on the District’s cost per dwelling unit to purchase land for school sites, make site improvements,

construct schools, and purchase/install relocatable facilities (portables). As required under the GMA, credits have also been applied in the formula to account for State Match Funds to be reimbursed to the District and projected future property taxes to be paid by the dwelling unit.

The District's cost per dwelling unit is derived by multiplying the cost per student by the applicable student generation rate per dwelling unit. The student generation rate is the average number of students generated by each housing type -- in this case, single family dwellings and multi-family dwellings. Multi-family dwellings were broken out into one-bedroom and two-plus bedroom units. Pursuant to the Snohomish County and the City of Marysville School Impact Fee Ordinances, the District conducted student generation studies within the District. This was done to "localize" generation rates for purposes of calculating impact fees. Student generation rates for the District are shown on Table 16. *See also* Appendix C.

Table 16
Student Generation Rates

	<i>Elementary</i>	<i>Middle Level</i>	<i>High School</i>	<i>TOTAL</i>
Single Family	.261	.165	.099	.525
Multi-Family (1 Bedroom)	No Data	No Data	No Data	No Data
Multi-Family (2+ Bedrooms)	.295	.120	.066	.481

(Source: Doyle Consulting, March 2012)

Proposed Marysville School District Impact Fee Schedule for Snohomish County and the cities of Everett and Marysville

Using the variables and formula described, impact fees proposed for the District in Snohomish County and in the cities of Everett and Marysville, using the ordinances' discount rate of 50%, are summarized in Table 17. *See also* Appendix B.

***Table 17
School Impact Fees
2012***

<i>Housing Type</i>	<i>Impact Fee Per Dwelling Unit</i>
Single Family	\$1,879
Multi-Family (1 Bedroom)	N/A
Multi-Family (2+ Bedroom)	\$2,882

FACTORS FOR ESTIMATED IMPACT FEE CALCULATIONS

Student Generation Factors – Single Family

Elementary	.261
Middle	.165
Senior	.099
Total	.525

Student Generation Factors – Multi Family (1 Bdrm)

Elementary	.000
Middle	.000
Senior	.000
Total	.000

Student Generation Factors – Multi Family (2+ Bdrm)

Elementary	.295
Middle	.120
Senior	.066
Total	.481

Projected Student Capacity per Facility

Elementary School	164
Cascade (70)	
Liberty (94)	

Required Site Acreage per Facility

Elementary	0
------------	---

Facility Construction Cost

Elementary	\$5,798,000
Cascade - \$2,478,000	
Liberty - \$3,320,000	

Permanent Facility Square Footage

Elementary	448,693
Middle	322,567
Senior	540,383
Total	1,311,643
	95.92%

Temporary Facility Square Footage

Elementary	37,800
Middle	13,800
Senior	4,200
Total	55,800
	4.08%

Total Facility Square Footage

Elementary	486,493
Middle	336,367
Senior	544,583
Total	1,367,443
	100%

Average Site Cost/Acre

Elementary	\$0
------------	-----

Temporary Facility Capacity

Capacity
Cost

State School Construction Assistance

Current Funding Percentage	63.38%
----------------------------	--------

Construction Cost Allocation

Current CCA	188.55
-------------	--------

District Average Assessed Value

Single Family Residence	\$238,910
-------------------------	-----------

District Average Assessed Value

Multi Family (1 Bedroom)	\$76,281
--------------------------	----------

District Average Assessed Value

Multi Family (2+ Bedroom)	\$111,402
---------------------------	-----------

SPI Square Footage per Student

Elementary	90
Middle	108
High	130

District Property Tax Levy Rate (Bonds)

Current/\$1,000	\$1.18
-----------------	--------

General Obligation Bond Interest Rate

Current Bond Buyer Index	4.0%
--------------------------	------

Developer Provided Sites/Facilities

Value	0
Dwelling Units	0

Note: The total costs of the school construction projects and the total capacities are shown in the fee calculations. However, new development will only be charged for the system improvements needed to serve new growth.

APPENDIX A

POPULATION AND ENROLLMENT DATA

Prepared:
27-Jan-12

MARYSVILLE SCHOOL DISTRICT
ENROLLMENT PROJECTION
INDIVIDUAL GRADE LEVEL
2012 TO 2015

	(Oct, Headcount; excl. running start)											GROWTH FACTOR PER YEAR	COHORT FACTOR	PER YEAR			
	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011						
K	805	815	781	876	804	860	836	834	883	851	855	882	921	887	861		
1	918	857	818	852	939	852	915	883	859	890	882	873	901	941	906	99.40%	
2	868	923	821	860	890	968	882	907	871	843	879	855	866	893	933	102.8%	
3	965	897	856	818	882	909	948	894	904	846	830	867	844	855	881	99.8%	
4	1005	995	849	887	856	881	908	933	886	899	857	829	867	843	854	99.3%	
5	992	969	956	837	919	895	878	913	917	874	887	852	824	862	838	100.5%	
Subtl	5,553	5,456	5,081	5,130	5,290	5,365	5,367	5,364	5,320	5,203	5,170	5,159	5,222	5,280	5,273	100.0%	
6	961	986	921	932	847	921	872	840	879	891	853	864	830	803	839	98.0%	
7	944	939	940	941	942	897	915	875	851	859	903	855	866	832	805	100.9%	
8	891	918	894	969	941	910	896	913	866	831	852	897	850	860	827	100.0%	
Subtl	2,796	2,843	2,755	2,842	2,730	2,728	2,683	2,628	2,596	2,581	2,608	2,616	2,545	2,495	2,470		
9	1137	1113	917	929	990	949	912	902	881	852	838	844	888	841	852	99.6%	
10	859	848	948	950	1043	956	950	911	874	892	901	853	858	904	856	102.4%	
11	848	805	799	818	807	876	875	897	849	862	842	863	817	823	866	96.4%	
12	739	751	718	763	723	926	1032	963	980	987	943	944	968	916	922	112.8%	
Subtl	3,583	3,517	3,382	3,460	3,563	3,707	3,769	3,673	3,584	3,593	3,524	3,504	3,532	3,484	3,497		
Totals	11,932	11,816	11,218	11,432	11,583	11,800	11,819	11,665	11,500	11,377	11,302	11,279	11,300	11,259	11,240		
Change	163	-116	-598	214	151	217	19	-154	-165	-123	-75	-23	21	-41	-19		
% Change	1.38%	-0.97%	-5.06%	1.91%	1.32%	1.87%	0.16%	-1.30%	-1.41%	-1.07%	-0.66%	-0.21%	0.19%	-0.36%	-0.17%		

*Projections use headcount figures.

Prepared:
27-Jan-12

MARYSVILLE SCHOOL DISTRICT
ENROLLMENT PROJECTION
INDIVIDUAL GRADE LEVEL
2016 TO 2026

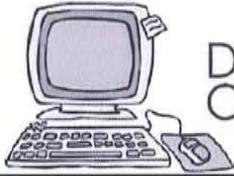
	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
K	875	880	884	888	893	897	901	906	910	914	919
1	880	894	899	903	907	912	916	921	925	930	934
2	899	872	887	891	896	900	904	909	913	917	922
3	921	887	861	875	880	884	888	892	897	901	905
4	881	920	886	860	874	879	883	887	891	896	900
5	849	875	914	881	855	869	874	878	882	886	891
Subtl	5,304	5,328	5,331	5,299	5,304	5,340	5,366	5,392	5,418	5,445	5,471
6	816	827	852	890	858	832	846	851	855	859	863
7	841	818	829	855	893	860	835	849	853	857	861
8	800	836	813	824	849	887	854	829	843	847	851
Subtl	2,457	2,480	2,494	2,569	2,600	2,579	2,536	2,529	2,551	2,563	2,576
9	818	792	827	805	816	841	878	846	821	835	839
10	867	833	806	842	819	830	856	894	861	836	850
11	821	831	798	772	807	785	795	820	856	825	801
12	971	920	932	895	866	905	880	892	919	960	925
Subtl	3,477	3,375	3,363	3,314	3,307	3,360	3,409	3,451	3,458	3,456	3,414
Totals	11,238	11,184	11,188	11,181	11,211	11,280	11,311	11,372	11,427	11,464	11,461
Change	-3	-53	3	-7	30	69	31	61	55	37	-3
% Change	-0.02%	-0.48%	0.03%	-0.06%	0.27%	0.62%	0.27%	0.54%	0.48%	0.32%	-0.02%

APPENDIX B

SCHOOL IMPACT FEE CALCULATIONS

APPENDIX C

STUDENT GENERATION RATES (SGR)



**DOYLE
CONSULTING**

ENABLING SCHOOL DISTRICTS TO MANAGE AND USE STUDENT ASSESSMENT DATA

Student Generation Rate Study for the Marysville School District 3/30/2012

This document describes the methodology used to calculate student generation rates (SGRs) for the Marysville School District, and provides results of the calculations.

SGRs were calculated for two types of residential construction: Single family detached, and multi-family with 2 or more bedrooms. Attached condominiums, townhouses and duplexes are included in the multi-family classification since they are not considered "detached". Manufactured homes on owned land are included in the single family classification.

1. Electronic records were obtained from the Snohomish County Assessor's Office containing data on all new construction within the Marysville School District from January 2004 through December 2010. As compiled by the County Assessor's Office, this data included the address, building size, assessed value, and year built for new single and multi-family construction. The data was "cleaned up" by eliminating records which did not contain sufficient information to generate a match with the District's student record data (i.e. incomplete addresses).
2. The District downloaded student records data into Microsoft Excel format. This data included the addresses and grade levels of all K-12 students attending the Marysville School District as of March 2012. Before proceeding, this data was reformatted and abbreviations were modified as required to provide consistency with the County Assessor's data.

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3. **Single Family Rates:** The data on all new single family detached residential units in County Assessor's data were compared with the District's student record data, and the number of students at each grade level living in those units was determined. The records of 2,905 single family detached units were compared with data on 11,126 students registered in the District, and the following matches were found by grade level(s)*:

GRADE(S)	COUNT OF MATCHES	CALCULATED RATE
K	131	0.045
1	132	0.045
2	127	0.044
3	128	0.044
4	119	0.041
5	120	0.041
6	131	0.045
7	134	0.046
8	105	0.036
9	110	0.038
10	98	0.034
11	95	0.033
12	96	0.033
K-5	757	0.261
6-9	480	0.165
10-12	289	0.099
K-12	1526	0.525

4. *Large Multi-Family Developments:* Snohomish County Assessor's data does not specifically indicate the number of units or bedrooms contained in large multi-family developments. Additional research was performed to obtain this information from specific parcel ID searches, and information provided by building management, when available. Information obtained included the number of 0-1 bedroom units, the number of 2+ bedroom units, and specific addresses of 0-1 bedroom units. If specific addresses or unit numbers of 0-1 bedroom units were not provided by building management, the assumption of matches being 2+ bedroom units was made. This assumption is supported by previous SGR studies.

Small Multi-Family Developments: This method included all developments in the County Assessor's data containing four-plexes, tri-plexes, duplexes, condominiums and townhouses. This data contained information on the number of bedrooms for all townhouses and condominiums. Specific parcel ID searches were performed for duplex and larger units in cases where number of bedroom data was missing.

5. **Multi-Family 2+ BR Rates:** The multi-family 2+ BR SGR's were calculated by comparing data on 2+ BR multi-family units with the District's student record data, and the number of students at each grade level living in those units was determined. The records of 183 multi-family 2+ BR units were compared with data on 11,126 students registered in the District, and the following matches were found by grade level(s)*:

GRADE(S)	COUNT OF MATCHES	CALCULATED RATE
K	9	0.049
1	12	0.066
2	9	0.049
3	9	0.049
4	7	0.038
5	8	0.044
6	7	0.038
7	6	0.033
8	4	0.022
9	5	0.027
10	5	0.027
11	6	0.033
12	1	0.005
K-5	54	0.295
6-9	22	0.120
10-12	12	0.066
K-12	88	0.481

6. **Multi-Family 0-1 BR Rates:** Research indicated that 9 multi-family 0-1 BR units were constructed within District boundaries during the time period covered by this study. These units were compared with the data on 11,126 students registered in the District. No specific unit number matches were made.
7. **Summary of Student Generation Rates*:**

	K-5	6-9	10-12	K-12
Single Family	.261	.165	.099	.525
Multi-Family 2+ BR	.295	.120	.066	.481

*Calculated rates for grade level groups may not equal the sum of individual grade rates due to rounding.

COPY

MARYSVILLE SCHOOL DISTRICT NO. 25

Resolution No. 2013-2

UPDATED CAPITAL FACILITIES PLAN
PURSUANT TO THE REQUIREMENTS OF THE STATE GROWTH MANAGEMENT ACT
AND THE SNOHOMISH COUNTY GENERAL POLICY PLAN.

WHEREAS, the District is authorized by 36.70A RCW (The Growth Management Act) and RCW 82.02.050 and the Snohomish County General Policy Plan to adopt a Capital Facilities Plan, and is required to do so if impact fees are assessed; and

WHEREAS, development of the Plan was carried out by the District in accordance with accepted methodologies and requirements of the Growth Management Act and 82.02 RCW; and

WHEREAS, the impact fee calculations are consistent with methodologies meeting the conditions and tests of 82.02 RCW and the Snohomish County and City of Marysville school impact fee ordinances; and

WHEREAS, the District finds that the methodologies for determining capital facilities requirements accurately assess necessary additional capacity which address only future growth-related needs; and

WHEREAS, a draft of the Capital Facilities Plan was submitted to Snohomish County for review with changes having been made in accordance with County comments; and

WHEREAS, the District finds that the Capital Facilities Plan complies with RCW 36.70A and 82.02 RCW; and

WHEREAS, environmental review of the Capital Facilities Plan was carried out pursuant to RCW 43.21.C (the State Environmental Policy Act) with a Determination of Nonsignificance having been issued;

NOW, THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The 2012 Capital Facilities Plan for the years 2012-2017 is hereby adopted pursuant to the requirements of 36.70A RCW, 82.02 RCW, and the Snohomish County General Policy Plan.

2. The Snohomish County Council is hereby requested to adopt the Plan as an element of its Capital Facilities Plan and its General Policy Plan.
3. The City of Marysville Council is hereby requested to adopt the Plan as an element of its Capital Facilities Plan.

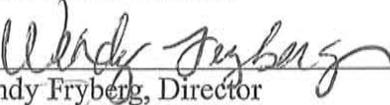
Adopted this September 17, 2012, and authenticated by the signatures affixed below:



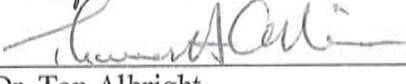
Chris Nation, President



Cindy Erickson, Director



Wendy Fryberg, Director

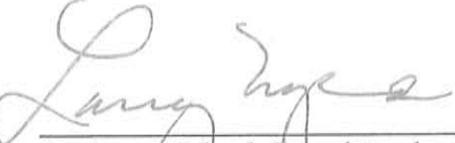


Dr. Ton Albright



Peter Lundberg, Director

ATTEST:

BY: 

Dr. Larry Nyland, Superintendent and
Secretary to the Board

LAKE STEVENS SCHOOL
DISTRICT NO. 4

CAPITAL FACILITIES PLAN
2012-2017

prepared for:

Snohomish County

City of Marysville

City of Lake Stevens

June 2012

Revised September 2012

**CAPITAL FACILITIES PLAN
LAKE STEVENS SCHOOL DISTRICT NO. 4**

BOARD OF DIRECTORS

David Iseminger
John Boerger
Mari Taylor
Paul Lund
Kevin Plemel

SUPERINTENDENT

Dr. Amy Beth Cook

This plan is not a static document. It will change as demographics, information and District plans change. It is a “snapshot” of one moment in time.

For information on the Lake Stevens School District Capital Facilities Plan contact the District at (425) 335-1500.

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Appendix G – Determination of Non-Significance and Environmental Checklist
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SECTION 1: INTRODUCTION

Purpose of the Capital Facilities Plan

The Washington Growth Management Act (GMA) outlines thirteen broad goals including adequate provision of necessary public facilities and services. Schools are among these necessary facilities and services. The public school districts serving Snohomish County residents have developed capital facilities plans to satisfy the requirements of RCW 36.70A.070 and to identify additional school facilities necessary to meet the educational needs of the growing student populations anticipated in their districts.

This Capital Facilities Plan (CFP) is intended to provide the Lake Stevens School District (District), Snohomish County, the City of Lake Stevens, the City of Marysville and other jurisdictions a description of facilities needed to accommodate projected student enrollment at acceptable levels of service over the next fifteen years, with a more detailed schedule and financing program for capital improvements over the next six years (2012-2017).

The CFP for the District was first prepared in 1998 in accordance with the specifications set in Snohomish County Code; "certification" packets were prepared earlier for the County's old SEPA-based "fee" program. When Snohomish County adopted its GMA Comprehensive Plan in 1995, it addressed future school capital facilities plans in Appendix F of the General Policy Plan. This part of the plan establishes the criteria for all future updates of the District CFP, which is to occur every two years. This CFP updates the GMA-based Capital Facilities Plan last adopted by the District in 2010.

In accordance with GMA mandates, and Snohomish County Chapter 30.66C, this CFP contains the following required elements:

- Future enrollment forecasts for each grade span (elementary, middle, mid-high and high).
- An inventory of existing capital facilities owned by the District, showing the locations and student capacities of the facilities.
- A forecast of the future needs for capital facilities and school sites; distinguishing between existing and projected deficiencies.
- The proposed capacities of expanded or new capital facilities.
- A six-year plan for financing capital facilities within projected funding capacities, which clearly identifies sources of public money for such purposes. The financing plan separates projects and portions of projects that add capacity from those which do not, since the latter are generally not appropriate for impact fee funding. The financing plan and/or the impact fee calculation formula must also differentiate between projects or portions of projects that address existing deficiencies (ineligible for impact fees) and those which address future growth-related needs.
- A calculation of impact fees to be assessed and support data substantiating said fees.

In developing this CFP, the guidelines of Appendix F of the General Policy Plan were used as follows:

- Information was obtained from recognized sources, such as the U.S. Census or the Puget Sound Regional Council. School districts may generate their own data if it is derived through statistically reliable methodologies. Information is to be consistent with the State Office of Financial Management (OFM) population forecasts and those of Snohomish County.
- Chapter 30.66C requires that student generation rates be independently calculated by each school district. Rates were updated for this CFP.
- The CFP complies with RCW 36.70A (the Growth Management Act) and, where impact fees are to be assessed, RCW 82.02.
- The calculation methodology for impact fees meets the conditions and test of RCW 82.02. Districts which propose the use of impact fees should identify in future plan updates alternative funding sources in the event that impact fees are not available due to action by the state, county or the cities within their district boundaries.

Adoption of this CFP by reference by the County and cities constitutes approval of the methodology used herein by the Council(s).

Unless otherwise noted, all enrollment and student capacity data in this CFP is expressed in terms of FTE (Full Time Equivalent)¹.

Overview of the Lake Stevens School District

The Lake Stevens School District is located six miles east of downtown Everett, and encompasses all of the City of Lake Stevens as well as portions of unincorporated Snohomish County and a small portion of the City of Marysville. The District is located south of the Marysville School District and north of the Snohomish School District.

The District currently serves a student population of 8,051 (October 1, 2011 headcount) with six elementary schools, two middle schools, one mid-high school, one high school and one homeschool partnership program (HomeLink). Elementary schools provide educational programs for students in Kindergarten through grade five. Middle schools serve grades six and seven, the mid-high serves grades eight and nine and the high schools serve grades ten through twelve. HomeLink provides programs for students from Kindergarten through grade twelve.

Significant Issues Related to Facility Planning in the Lake Stevens School District

The most significant issues facing the Lake Stevens School District in terms of providing classroom capacity to accommodate existing and projected demands are:

- continuing enrollment growth (among the highest in Snohomish County since 2000);

¹ Full Time Equivalents (FTE) include half the students attending kindergarten and all students enrolled in grades 1 – 12.

- uneven distribution of growth across the district, requiring facilities to balance enrollment;
- aging school facilities;
- the need for additional property and lack of suitable sites to accommodate a school facility;
- limited local resources to hire maintenance and grounds personnel.

These issues are addressed in greater detail in this Capital Facilities Plan.

SECTION 2: DEFINITIONS

Note: Definitions of terms preceded by an asterisk (*) are provided in Chapter 30.91 SCC. They are included here, in some cases with further clarification to aid in the understanding of this CFP. Any such clarifications provided herein in no way affect the legal definitions and meanings assigned to them in Chapter 30.91 SCC.

*Appendix F means Appendix F of the Snohomish County Growth Management Act (GMA) Comprehensive Plan, also referred to as the General Policy Plan (GPP).

*Area Cost Allowance (Boeckh Index) means the current OSPI construction allowance for construction costs for each school type.

*Average Assessed Value means the average assessed value by dwelling unit type of all residential units constructed within the District.

*Boeckh Index means the number generated by the E.H. Boeckh Company and used by OSPI as a guideline for determining the area cost allowance for new school construction.

*Board means the Board of Directors of the Lake Stevens School District ("School Board").

*Capital Facilities means school facilities identified in the District's capital facilities plan and are "system improvements" as defined by the GMA as opposed to localized "project improvements."

*Capital Facilities Plan (CFP) means the District's facilities plan adopted by its school board consisting of those elements required by Chapter 30.66C and meeting the requirements of the GMA and Appendix F of the General Policy Plan. The definition refers to this document.

*City means City of Lake Stevens and/or City of Marysville.

*Council means the Snohomish County Council and/or the Lake Stevens or Marysville City Council.

*County means Snohomish County.

*DCTED means the Washington State Department of Community, Trade and Economic Development.

*Developer means the proponent of a development activity, such as any person or entity that owns or holds purchase options or other development control over property for which development activity is proposed.

*Development means all subdivisions, short subdivisions, conditional use or special use permits, binding site plan approvals, rezones accompanied by an official site plan, or building permits (including building permits for multi-family and duplex residential structures, and all similar

uses) and other applications requiring land use permits or approval by Snohomish County, the City of Lake Stevens and/or City of Marysville.

*Development Activity means any residential construction or expansion of a building, structure or use of land or any other change of building, structure or land that creates additional demand and need for school facilities, but excluding building permits for attached or detached accessory apartments, and 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. § 3607, when guaranteed by a restrictive covenant, and new single-family detached units constructed on legal lots created prior to May 1, 1991.

*Development Approval means any written authorization from the County and/or City, which authorizes the commencement of a development activity.

*Director means the Director of the Snohomish County Department of Planning and Development Services (PDS), or the Director's designee.

*District means Lake Stevens School District No. 4 whose geographic boundaries are within Snohomish County.

*District Property Tax Levy Rate means the District's current capital property tax rate per thousand dollars of assessed value.

*Dwelling Unit Type means (1) single-family residences, (2) multi-family one-bedroom apartment or condominium units and (3) multi-family multiple-bedroom apartment or condominium units.

*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.

*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.

*FTE (Full Time Equivalent) is a means of measuring student enrollment based on the number of hours per day in attendance at the District's schools. A student is considered one FTE if he/she is enrolled for the equivalent of a full schedule each full day. Kindergarten students attend half-day programs and therefore are counted as 0.5 FTE. For purposes of this Capital Facilities Plan, all other students are counted as full FTE. (This is in line with OSPI's Capital Facilities Section, FTE measurements and projections.)

*GFA (per student) means the Gross Floor Area per student.

*Grade Span means a category into which the District groups its grades of students (e.g., elementary, middle or junior high, and high school).

*Growth Management Act (GMA) means the Growth Management Act, Chapter 17, Laws of the State of Washington of 1990, 1st Ex. Sess., as now in existence or as hereafter amended.

*Interest Rate means the current interest rate as stated in the Bond Buyer Twenty-Bond General Obligation Bond Index.

*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.

*Multi-Family Dwelling Unit means any residential dwelling unit that is not a single-family unit as defined by ordinance Chapter 30.66C.²

*OFM means Washington State Office of Financial Management.

*OSPI means Washington State Office of the Superintendent of Public Instruction.

*Permanent Facilities means school facilities of the District with a fixed foundation.

*R.C.W. means the Revised Code of Washington (a state law).

*Relocatable Facilities (also referred to as Portables) means factory-built structures, transportable in one or more sections, that are designed to be used as an education spaces and are needed to prevent the overbuilding of school facilities, to meet the needs of service areas within the 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.

*Relocatable Facilities Cost means the total cost, based on actual costs incurred by the District, for purchasing and installing portable classrooms.

*Relocatable Facilities Student Capacity means the rated capacity for a typical portable classroom used for a specified grade span.

*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 the 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.

*SEPA means the State Environmental Policy Act.

² For purposes of calculating Student Generation Rates, assisted living or senior citizen housing is not included in this definition.

*Single-Family Dwelling Unit means any detached residential dwelling unit designed for occupancy by a single-family or household.

*Standard of Service means the standard adopted by the 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 that are used as transitional facilities or from any specialized facilities housed in relocatable facilities.

*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.

*Student Factor [Student Generation Rate (SGR)] means the number of students of each grade span (elementary, middle, mid-high, high school) that the District determines are typically generated by different dwelling unit types within the District. Each 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 Snohomish County Council as part of the adopted capital facilities plan for each District.

* Subdivision means the division or redivision of land into five or more lots, tracts, parcels, sites or divisions outside the urban growth areas adopted by the county council pursuant to chapter 36.70A RCW and ten or more lots, tracts, parcels, sites or divisions inside the urban growth area adopted by the county council pursuant to chapter 36.70A RCW for the purpose of sale, lease or transfer of ownership. (SCC30.91S.710).

*Teaching Station means a facility space (classroom) specifically dedicated to implementing the District's educational program and capable of accommodating at any one time, at least a full class of up to 30 students. In addition to traditional classrooms, these spaces can include computer labs, auditoriums, gymnasiums, music rooms and other special education and resource rooms.

*Unhoused Students means District enrolled students who are housed in portable or temporary classroom space, or in permanent classrooms in which the maximum class size is exceeded.

*WAC means the Washington Administrative Code.

SECTION 3: DISTRICT EDUCATIONAL PROGRAM STANDARDS

School facility and student capacity needs are dictated by the types and amounts of space required to accommodate the District's adopted educational program. The educational program standards that typically drive facility space needs include grade configuration, optimum facility size, class size, educational program offerings, classroom utilization and scheduling requirements, and use of relocatable classroom facilities (portables).

In addition, government mandates and community expectations may affect how classroom space is used. Traditional educational programs offered by school districts are often supplemented by nontraditional or special programs such as special education, English as a second language, remediation, migrant education, alcohol and drug education, AIDS education, preschool and daycare programs, computer labs, music programs, etc. These special or nontraditional educational programs can have a significant impact on the available student capacity of school facilities.

Examples of special programs offered by the Lake Stevens School District at specific school sites include:

- Bilingual Program
- Behavioral Program
- Community Education
- Conflict Resolution
- Contract-Based Learning
- Credit Retrieval
- Drug Resistance Education
- Early Learning Center, which includes ECEAP and developmentally-delayed preschool
- Highly Capable
- Home School Partnership (HomeLink)
- Language Assistance Program (LAP)
- Life Skills Self-Contained Program
- Multi-Age Instruction
- Running Start
- Senior Project (volunteer time as part of course work)
- Summer School
- Structured Learning Center
- Title 1

- Title 2
- Vocational Education

Variations in student capacity between schools are often a result of what special or nontraditional programs are offered at specific schools. These special programs require classroom space, which can reduce the permanent capacity of some of the buildings housing these programs. Some students, for example, leave their regular classroom for a short period of time to receive instruction in these special programs. Newer schools within the District have been designed to accommodate most of these programs. However, older schools often require space modifications to accommodate special programs, and in some circumstances, these modifications may reduce the overall classroom capacities of the buildings.

District educational program requirements will undoubtedly change in the future as a result of changes in the program year, special programs, class sizes, grade span configurations, state funding levels and use of new technology, as well as other physical aspects of the school facilities. The school capacity inventory will be reviewed periodically and adjusted for any changes to the educational program standards. These changes will also be reflected in future updates of this Capital Facilities Plan.

The District's minimum educational program requirements, which directly affect school capacity, are outlined on page 3-3 for the elementary, middle and high school grade levels.

Educational Program Standards for Elementary Grades

- Average class size for grades K-3 should not exceed 25 students.
- Average class size for grades 4-5 should not exceed 27 students.
- Special Education for students may be provided in a self-contained classroom. The practical capacity for these classrooms is 12 students.
- All students will be provided music instruction in a separate classroom.
- Students may have a scheduled time in a computer lab.
- Optimum design capacity for new elementary schools is 500 students. However, actual capacity of individual schools may vary depending on the educational programs offered.

Educational Program Standards for Middle, Mid-High and High Schools

- Class size for middle school grades should not exceed 30 students. The District assumes a practical capacity for high school and middle school classrooms of 30 students.
- Class size for grades 9-12 should not exceed 30 students.
- Special Education for students may be provided in a self-contained classroom. The practical capacity for these classrooms is 12 students.
- As a result of scheduling conflicts for student programs, the need for specialized rooms for certain programs, and the need for teachers to have a workspace during planning periods, it is not possible to achieve 100% utilization of all regular teaching stations throughout the day. Therefore, classroom capacity is adjusted using a utilization factor of 83% at the high school level and 80% at the middle and mid-high levels.

- Some Special Education services for students will be provided in a self-contained classroom.
- Identified students will also be provided other nontraditional educational opportunities in classrooms designated as follows:
 - ◆ Resource Rooms (i.e. computer labs, study rooms).
 - ◆ Special Education Classrooms.
- Program Specific Classrooms:
 - Music
 - Drama
 - Art
 - Physical Education
 - Family and Consumer Sciences
 - Career and Technical Education
- Optimum design capacity for new middle schools is 750 students. However, actual capacity of individual schools may vary depending on the educational programs offered.
- Optimum design capacity for new high schools is 1500 students. However, actual capacity of individual schools may vary depending on the educational programs offered.

Minimum Educational Service Standards

The Lake Stevens School District will evaluate student housing levels based on the District as a whole system and not on a school by school or site by site basis. This may result in portable classrooms being used as interim housing, attendance boundary changes or other program changes to balance student housing across the system as a whole.

The Lake Stevens School District has set minimum educational service standards based on several criteria. Exceeding these minimum standards will trigger significant changes in program delivery. If there are 26 or more students per classroom in a majority of K-3 classrooms, 28 or more students in 4-5 classrooms or 31 or more students in a majority of 6-12 classrooms, the minimum standards have not been met.

Over the past three school years the state Legislature has reduced funding used to maintain lower K-4 class sizes. For the 2011-2012 school year, this funding was eliminated entirely. As a result, class sizes in Lake Stevens classrooms have increased to above the minimum level of service in more than 50% of classrooms at the elementary level. This in no way reflects on the facilities' ability to house students, but is instead tied to funding for instructional programs. As level of service standards are adjusted to address this lack of funding, or as the funding is returned to previous levels, it is expected that a majority of elementary classrooms will again meet the minimum level of service. The District continues to meet the minimum level of service in totality.

Although they may meet the number criteria above, double shifting with reduced hours of "Year Round Education" programs adopted for housing reasons would also not meet the minimums.

It should be noted that the minimum educational standard is just that, a minimum, and not the desired or accepted operating standard.

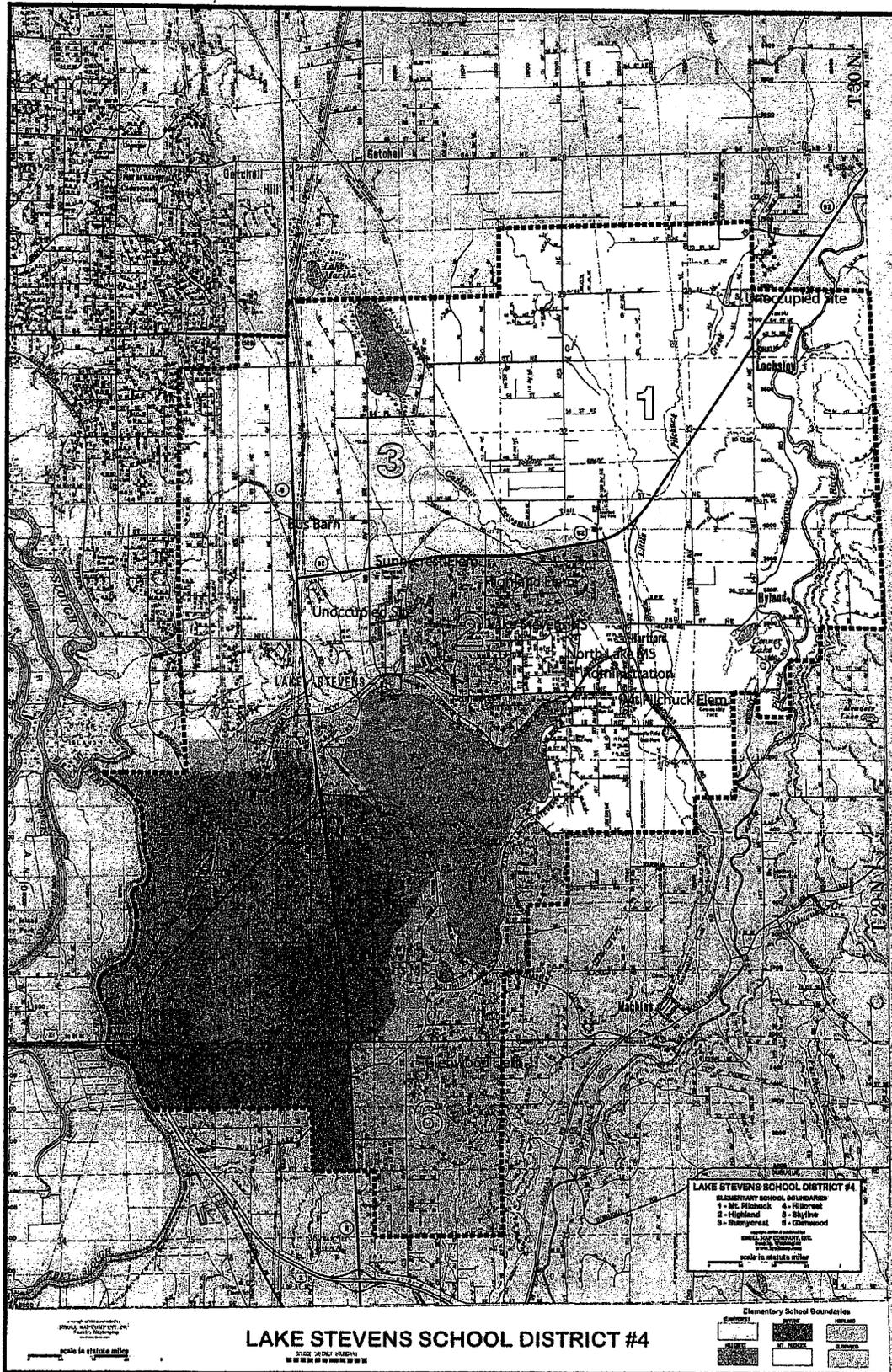
SECTION 4: CAPITAL FACILITIES INVENTORY

Capital Facilities

Under GMA, public entities are required to inventory capital facilities used to serve the existing populations. Capital facilities are defined as any structure, improvement, piece of equipment, or other major asset, including land that has a useful life of at least ten years. The purpose of the facilities inventory is to establish a baseline for determining what facilities will be required to accommodate future demand (student enrollment) at acceptable or established levels of service. This section provides an inventory of capital facilities owned and operated by the Lake Stevens School District including schools, portables, developed school sites, undeveloped land and support facilities. School facility capacity was inventoried based on the space required to accommodate the District's adopted educational program standards (see Section 3). A map showing locations of District school facilities is provided as Figure 1.

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Figure 1 – Map of District Facilities



Schools

The Lake Stevens School District includes: six elementary schools grades K-5, two middle schools grades 6-7, one mid-high school grades 8-9, one high school grades 10-12, and an alternative K-12 home school partnership program (HomeLink).

Table 1 – School Capacity Inventory

School Name	Site Size (acres)	Gross Area (Sq. Ft.)	Teaching Stations SPED	Teaching Stations Regular	Perm. Student Capacity	Capacity with Portables	Year Last Remodel	Overall Expansion of Perm. Capacity
Elementary Schools								
Glenwood Elementary	9	42,673	2	21	513	621	1992	No
Hillcrest Elementary	15	49,735		23	549	711	2008	No
Highland Elementary	8.7	49,727		21	512	620	1999	No
Mt. Pilchuck Elementary	22	49,833	4	19	501	582	2008	No
Skyline Elementary	15	42,673	3	20	513	621	1992	No
Sunnycrest Elementary	15	46,970		23	549	738	2009	No
Total	87	237,611	9	107	2,638	3,692		
Middle Schools								
Lake Stevens Middle School	25	86,374	4	27	684	924	1996	No
North Lake Middle School	15	90,323		39	751	991	2001	No
Total	40	176,697	4	66	1,435	1,915		
Mid-High								
Cavelero Mid-High School	37	224,694	3	62	1,418	1,418	2007	Yes
Total	37	224,694	3	62	1,418	1,418		
High Schools								
Lake Stevens High School	38	207,195	8	61	1,526	2,036	2008	Yes
Total	38	207,195	8	61	1,526	2,036		
Other								
HomeLink (K-12 Homeschool Program)	Housed at North Lake MS							

Source: Lake Stevens School District

* Note: Student Capacity figure is exclusive of portables and adjustments for special programs.

The Office of the Superintendent of Public Instruction (OSPI) calculates school capacity by dividing gross square footage of a building by a standard square footage per student. This method is used by the State as a simple and uniform approach for determining school capacity for purposes of allocating available State Match Funds to school districts for school construction. However, this method is not considered an accurate reflection of the capacity required to accommodate the adopted educational program of each individual district. For this reason, school capacity was determined based on the number of teaching stations within each building and the space requirements of the District's adopted education program. These capacity calculations were used to establish the District's baseline capacity and determine future capacity needs based on projected student enrollment. The school capacity inventory is summarized in Table 1.

Relocatable classrooms (portables) are not viewed by the District as a solution for housing students on a permanent basis. Therefore, these facilities were not included in the permanent school capacity calculations provided in Table 1.

Leased Facilities

The District does not lease any permanent classroom space.

Relocatable Classroom Facilities (Portables)

Portables are used as interim classroom space to house students until funding can be secured to construct permanent classroom facilities. Portables are not viewed by the District as a solution for housing students on a permanent basis. The Lake Stevens School District currently uses 61 portables at various school sites throughout the District to provide interim capacity for K-12 students. In addition, 14 portables are used to accommodate the Early Learning Center, which is not a K-12 program. A typical portable classroom can provide capacity for a full-size class of students. Current use of portables throughout the District is summarized in Table 2.

Table 2 – Portables

School Name	Portable Classrooms	Grossing in Portables	Portable sq. ft.
ELEMENTARY			
Glenwood	4	108	3,584
Hillcrest	6	162	5,376
Highland	4	108	3,584
Mt. Pilchuck	3	81	2,688
Skyline	4	108	3,584
Sunnycrest	7	189	6,272
Total	28	756	25,088
MIDDLE			
Lake Stevens Middle	8	240	7,168
North Lake Middle	8	240	7,168
Total	16	480	14,336
MID-HIGH			
Cavelero Mid-High	0	0	-
Total	0	0	0
HIGH			
Lake Stevens High School	17	510	15,232
Total	17	510	15,232
District K-12 Total	61	1,746	54,656
OTHER			
Early Learning Center	14	350	12,544
Non K-12 Total	14	350	12,544

In addition to the portables listed above, the District purchased a portable in 2005 to house the Technology Support Group, a District-wide support group. The portable is located at North Lake Middle School, across from the District Administration Office. It will not add space for interim student housing.

The District will continue to purchase or move existing portables, as needed, to cover the gap between the time that families move into new residential developments and the time the District is able to complete construction on permanent school facilities.

Some of the District's existing portables are beyond their serviceable age and are no longer able to be moved. Upon completion of additional school facilities, the probability exists these units will be demolished.

Support Facilities

In addition to schools, the Lake Stevens School District owns and operates additional facilities that provide operational support functions to the schools. An inventory of these facilities is provided in Table 3.

Table 3 – Support Facilities

Facility	Site Acres	Building Area (Sq. Ft.)
Education Service Center	1.4	13,700
Grounds	1.0	3,000
Maintenance	1.0	6,391
Transportation	6.0	17,550
Total	9.4	44,641

Land Inventory

The Lake Stevens School District owns six undeveloped sites described below:

Ten acres located in the northeast area of the District (Lochsloy area), west of Highway 92. This site will eventually be used for an elementary school (beyond the year 2017). It is presently used as an auxiliary sports field.

An approximately 35-acre site northwest of the intersection of Highway 9 and Soper Hill Road, bordered by Lake Drive on the east planned for use as a middle school site.

A parcel of approximately 23 acres located at 20th Street SE and 83rd Street. This property was donated to the School District for an educational facility. The property is encumbered by wetlands and easements, leaving less than 10 available acres (not considered sufficient for an elementary school site).

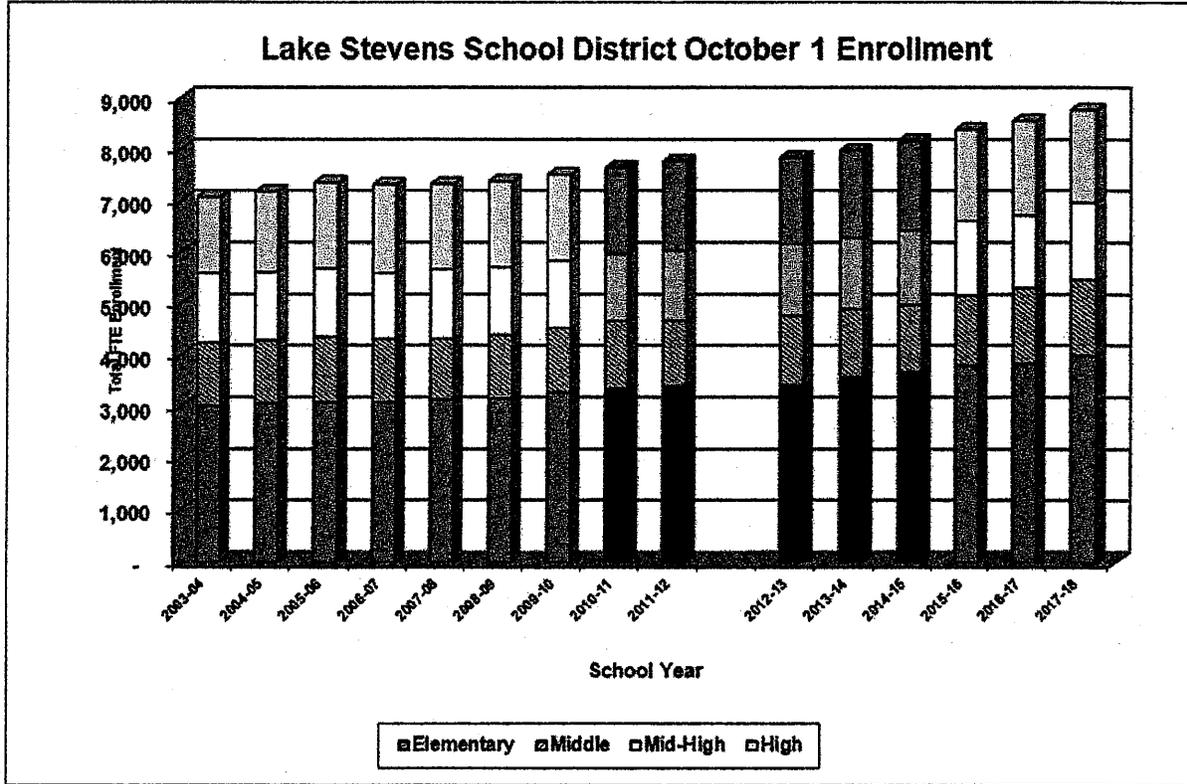
A 5.4 acre parcel located at 20th Street SE and 83rd Street that has been used as an access to the mid-high site.

A 20 ft. x 200 ft. parcel located on 20th Street SE has been declared surplus by the Lake Stevens School Board and will be used in exchange for dedicated right-of-way for Cavelero Mid-High.

A 2.42 acre site (Jubb Field), located in an area north of Highway #92, is used as a small softball field. It is not of sufficient size to support a school.

SECTION 5: STUDENT ENROLLMENT TRENDS AND PROJECTIONS

Figure 2 – Lake Stevens School District Enrollment



Historic Trends and Projections

Student enrollment records dating back to 1973 were available from Snohomish County and OSPI. Student enrollment in the Lake Stevens School District remained relatively constant between 1973 and 1985 (15%) and then grew significantly from 1985 through 2005 (approximately 120%). Between October 1991 and October 2000, student enrollment increased by 2553 students, the 4th highest in the County. The October 1, 2011 enrollment was 7,776 students, an increase of 259 students, or 3.4% over October 1, 2009 (7517 FTE).

Actual enrollment by year is shown in Figure 2. Average annual growth between 1974 and 2005 was 4.18%, more than double the countywide average of 1.75% per year. Between 1994 and 2005 average annual growth was 4.47% compared to a countywide average of 1.71%. The District has been, and is projected to continue to be, one of the fastest growing districts in Snohomish County based on the OFM-based population forecast.

Enrollment projections are most accurate for the initial years of the forecast period. Moving further into the future, more assumptions about economic conditions and demographic trends in the area affect the projections. Monitoring birth rates in Snohomish County and population

growth for the area are essential yearly activities in the ongoing management of the capital facilities plan. In the event that enrollment growth slows, plans for new facilities can be delayed. It is much more difficult, however, to initiate new projects or speed projects up in the event enrollment growth exceeds the projections.

The future enrollment forecasts by the Office of the Superintendent of Public Instruction (OSPI) were adopted for use in the District's CFP update. The District will sometimes use the OFM Ratio method, however its review of the two alternative approaches showed that they were almost identical, thus the OSPI estimates were used. OSPI methodology uses a modified cohort survival method. This method estimates how many students in one year will attend the next grade in the following year. The methodology is explained in Appendix B.

OSPI estimates that enrollment will total 8,777 student FTEs in 2017. This is a 12.9% increase over 2011.

Table 4 - Projected Enrollment by Grade Span 2011-2017

	2011*	2012	2013	2014	2015	2016	2017
Elementary School	3,420	3,440	3,590	3,700	3,818	3,861	4,011
Middle School	1,273	1,341	1,322	1,290	1,366	1,474	1,484
Mid-High School	1,352	1,401	1,384	1,454	1,441	1,399	1,483
High School	1,731	1,666	1,695	1,740	1,769	1,830	1,799
Total	7,776	7,848	7,991	8,184	8,394	8,564	8,777

Source: OSPI data: Report dates 11/11

* Actual FTE Student Enrollment (October 1, 2011)

2025 Enrollment Projections

Although student enrollment projections beyond 2017 are highly speculative, they are useful for developing long-range comprehensive facilities plans. These long-range enrollment projections may also be used in determining future site acquisition needs.

The District projects a 2025 student FTE enrollment of 10,455 based on the "ratio" method. (OSPI does not forecast enrollments beyond 2015) The forecast is based on the County's OFM-based population forecast of 55,027. Assuming the County forecasts are correct, student enrollment will continue to increase through 2025 and the 19.0% ratio is considered reasonable. The 2011 actual ratio was 20.65%. OSPI has forecasted a decline in the student/population ratio. The 2025 assumption reflects this ratio decline.

The 2025 estimate represents a 35.2% increase over existing 2011 enrollment levels. The total enrollment estimate was broken down by grade span to evaluate long-term site acquisition needs for elementary, middle school, mid-high school and high school facilities. Enrollment by grade span was determined based on recent and projected enrollment trends at the elementary, middle, mid-high and high school levels. Projected enrollment by grade span for the year 2025 is provided in Table 5.

Table 5 - Projected 2025 Enrollment (Ratio Method - OFM)

Grade Span	Projected 2025 FTE Student Enrollment
Elementary (K-5)	4,581
Middle (6-7)	1,742
Mid-High (8-9)	1,819
High (10-12)	2,313
Total (K-12)	10,455

Should projected enrollment materialize as described in Table 5, it is estimated that the District would require an additional 58 classrooms at the elementary level, 10 classrooms at the middle school level, 13 classrooms at the mid-high level and 27 classrooms at the high school level. These additional classrooms could take the form of relocatable classrooms (portables)³, additional classrooms at existing schools or new campuses. In addition, it is possible that the District would require additional support facilities, like a maintenance building, technology center or additional bus service facilities, to serve the projected enrollment.

Again, the 2025 estimates are highly speculative and are used only for general planning purposes. Analysis of future facility and capacity needs is provided in Section 6 of this Capital Facilities Plan.

³ Portable classroom space is not considered a part of permanent capacity

SECTION 6: CAPITAL FACILITIES PLAN

Existing Deficiencies

Current enrollment at each grade level is identified on Table 4. The District is currently (2011) over capacity at the elementary level by 283 students, under capacity at the middle school level by 162 students, under capacity at the mid-high level by 66 students and over capacity at the high school by 205 students.

Facility Needs (2012-2017)

The District expects that .686 students will be generated from each new single family home in the District and that .372 students will be generated from each new two-plus bedroom multi-family unit. These numbers are based upon the District’s student generation rates.

Projected available student capacity was derived by subtracting projected FTE student enrollment from existing permanent school capacity (excluding portables) for each of the six years in the forecast period (2012-2017). The District’s enrollment projections, in Table 4, have been applied to the existing capacity and the District will be over capacity at the elementary level by 874 students, by 49 students at the middle school level, 49 students at mid-high and 273 at the high school level if no capacity improvements are made by the year 2017.

The District’s six-year capital improvement plan (Table 8) includes capacity projects to address future needs at the elementary level. Deficiencies would remain at all four grade levels, although the elementary deficit would drop by 500 students to 374.

Projected future capacity needs are depicted on Table 6. This table shows actual space needs and the portion of those needs that are “growth related.” RCW 82.02 and SCC 30.66C mandate that new developments cannot be assessed impact fees to correct existing deficiencies. Thus, any capacity deficiencies existing in the District in 2011 must be deducted from the total projected deficiencies before impact fees are assessed. The percentage figure shown in the last column of Table 6 is the “growth related” percentage of overall deficiencies that is used to calculate impact fees.

Table 6 - Projected Additional Capacity Needs 2012- 2017)

Grade Span	2011	2012	2013	2014	2015	2016	2017	2011-2017
Elementary (K-5)								
Capacity Deficit	(283)	(303)	(453)	(563)	(681)	(724)	(874)	
Growth Related		(20)	(170)	(280)	(398)	(441)	(591)	67.60%
Middle School (6-7)								
Capacity Deficit	162	94	113	145	69	(39)	(49)	
Growth Related	0	(68)	(49)	(17)	(93)	(201)	(211)	100.00%
Mid-High (8-9)								
Capacity Deficit	66	17	34	(36)	(23)	19	(65)	
Growth Related		(49)	(32)	(102)	(89)	(47)	(131)	100.00%
High School 10-12)								
Capacity Deficit	(205)	(140)	(169)	(214)	(243)	(304)	(273)	
Growth Related		65	36	(9)	(38)	(99)	(68)	24.91%

Forecast of Future Facility Needs through 2025

Additional elementary, middle, mid-high and high school classroom space will need to be constructed between 2015 and 2025 to meet the projected student population increase. The District will have to purchase additional school sites to facilitate growth during this time frame.

By the end of the six-year forecast period (2017), additional permanent student capacity will be needed as follows:

Table 7 – 2017 Additional Capacity Needed

Grade Level	2011 Capacity	2017 Capacity	2017 Additional Capacity Needed
Elementary	3,137	3,637	374*
Middle School	1,435	1,435	49
Mid-High	1,418	1,418	65
High School	1,526	1,526	273
Total	7,516	8,018	761

*Assumes construction of new school in 2017

These figures reflect a planned elementary school improvement by the District through 2017. Planned improvements are discussed in the sections that follow. Because the elementary school is unfunded, it does not factor into impact fee calculations.

Planned Improvements (2012 – 2017)

The following is a brief outline of those projects likely needed to accommodate un-housed students in the Lake Stevens School District through the Year 2017 based on OSPI enrollment projections.

Elementary Schools: Based upon current enrollment estimates, elementary student population will increase to the level of requiring a new elementary school. The construction of a new elementary school is projected by 2017 and will require placing a bond issue before the electorate in 2014.

Middle Schools: With the move of the 8th grade to the new Cavelero Mid-High School, there is currently sufficient student capacity, although some deficiencies will occur beginning in 2012.

Mid-High School: Cavelero Mid-High, opened in 2007, houses grades 8 & 9. Additional classroom space may be needed by 2017 based on the OSPI forecasts.

High Schools: Effective September 2007, the high school houses grades 10-12. There are currently unhoused students at this level. Additional classroom space will be needed at the high school through 2017.

Interim Classroom Facilities (Portables): Additional portables will be purchased in future years, as needed. However, it remains a District goal to house all students in permanent facilities.

Site Acquisition and Improvements: An additional elementary school site will be needed in an area where student growth is taking place. The 10-acre Lochsloy property is in the far corner of the district, not in an area of growth and will not meet this need. Affordable land suitable for school facilities will be difficult to acquire. Funds for the purchase of land suitable for an elementary facility will have to be included in a bond issue. At this time a bond issue has not been scheduled for placement before the District electorate.

Support Facilities

The District does not project the need for additional support facilities during period of the six-year finance plan.

Capital Facilities Six-Year Finance Plan

The Six Year Finance Plan shown on Table 8 demonstrates how the District intends to fund new construction and improvements to school facilities for the years 2012-2017. The financing components include bond issue(s), State match funds, school mitigation and impact fees.

The financing plan separates projects and portions of projects that add capacity from those that do not, since the latter are generally not appropriate for impact fee funding. The financing plan and impact fee calculation formula also differentiate between projects or portions of projects that address existing deficiencies (ineligible for impact fees) and those which address future growth related needs.

General Obligation Bonds: Bonds are typically used to fund construction of new schools and other capital improvement projects. A 60% voter approval is required to pass a bond. Bonds are then retired through collection of property taxes. The Lake Stevens School District passed a capital improvements bond for \$15 million in 1994, another for \$9 million in 1999. All funds from these bonds have been utilized. A capital improvements bond for \$65,500,000 was approved by the electorate in February 2005. These funds were used to construct the Cavelero Mid-High School, the modernization of Mt. Pilchuck, Sunnycrest and Hillcrest Elementary schools, Lake Stevens High School 500 Building and the District athletic facility.

In the event action by state, county and local jurisdictions determined that impact fees were not available in the future to fund growth-related projects, it would be necessary for the District to seek additional funds through voter approved general obligation bonds coupled with available state match.

The total costs of the growth related projects outlined in Table 8 represent recent and current bids per information obtained through OSPI, the District's architect and neighboring school districts that have recently or are planning to construct classroom space. An inflation factor of 2.5% per year has been applied out to 2017.

State Match Funds: State Match Funds come from the Common School Construction Fund. Bonds are sold on behalf of the fund then retired from revenues accruing predominately from the sale of renewable resources (i.e. timber) from State school lands set aside by the Enabling Act of 1889. If these sources are insufficient to meet needs, the Legislature can appropriate funds or the State Board of Education can establish a moratorium on certain projects.

School districts may qualify for State matching funds for a specific capital project. To qualify, a project must first meet State-established criteria of need. This is determined by a formula that specifies the amount of square footage the State will help finance to house the enrollment projected for the district. If a project qualifies, it can become part of a State prioritization system. This system prioritizes allocation of available funding resources to school districts based on a formula which calculates district assessed valuation per pupil relative to the whole State assessed valuation per pupil to establish the percent of the total project cost to be paid by the State for eligible projects. The State contribution for eligible projects can range from less than half to more than 70% of the project's cost.⁴

State Match Funds can only be applied to major school construction projects. Site acquisition and minor improvements are not eligible to receive matching funds from the State. Because availability of State Match Funds has not been able to keep pace with the rapid enrollment growth occurring in many of Washington's school districts, matching funds from the State may not be received by a school district until after a school has been constructed. In such cases, the District must "front fund" a project. That is, the District must finance the complete project with local funds (the future State's share coming from funds allocated to future District projects). When the State share is finally disbursed (without accounting for escalation) the future District project is partially reimbursed.

Because of the method of computing State Match, the District has historically received approximately 39% of the actual cost of school construction in state matching funds.

School Impact Fees Development impact fees have been adopted by a number of jurisdictions as a means of supplementing traditional funding sources for construction of public facilities needed to accommodate new development. School impact fees are generally collected by the permitting agency at the time building permits or certificates of occupancy are issued.

Impact fees have been calculated utilizing the formula in Table 1 of Snohomish County Ordinance, Chapter 30.66C. The resulting figures are based on the District's cost per dwelling unit to purchase land for school sites, make site improvements, construct schools and purchase, install or relocate temporary facilities (portables). Credits have also been applied in the formula to account for State Match Funds to be reimbursed to the District and projected future property taxes to be paid by the owner of a dwelling unit. The costs of projects that do not add capacity or which address existing deficiencies have been eliminated from the variables used in the calculations.

By ordinance, new developments cannot be assessed impact fees to correct existing deficiencies. Thus, existing capacity deficiencies must be deducted from the total projected deficiencies in the calculation of impact fees.

⁴ Paying for Growth's Impacts – A Guide to Impact Fees, State of Washington Department of Community Development Growth Management Division, January 1992, Pg. 30.

Table 8 -- Capital Facilities Plan 2012-2017

Improvements Adding Student Capacity	Estimated Project Cost by Year, in Millions					Total Cost	Local Cost	State Match
	2012	2013	2014	2015	2016			
Elementary Site Acquisition				\$1.05	\$1.05	\$1.05	\$1.05	
Elementary School				\$21.70	\$21.70	\$21.70	\$13.02	8.68
Middle Capacity Addition				500	500			
Mid-High Capacity Addition								
High School Capacity Addition								
Improvements Not Adding Student Capacity							Local	Match
Elementary								
Middle								
Mid-High								
High School								
District-wide Improvements								
Totals							Local	Match
Elementary (including land acquisition)				\$22.75	\$22.75	\$22.75	\$14.07	\$8.68
Middle								
Mid-High								
High School								
District Wide								
Annual Total				\$22.75	\$22.75	\$22.75	\$14.07	\$8.68

* Local Cost includes amounts currently available to the District, future uncollected impact fees and bonds and levies not yet approved.

The financing plan separates projects and portions of projects that add capacity from those that do not, since the latter are generally not appropriate for impact fee funding. The financing plan and impact fee calculation also differentiate between projects or portions of projects that address existing deficiencies (ineligible for impact fees) and those which address future growth-related needs. From this process, the District can develop a plan that can be translated into a bond issue package for submittal to District voters, if deemed appropriate.

Table 9 presents an estimate of the capacity impacts of the proposed capital construction projects.

Calculation Criteria

1. Site Acquisition Cost Element

Site Size: The site size given the optimum acreage for each school type based on studies of existing school sites OSPI standards. Generally, districts will require 11-15 acres for an elementary school; 25-30 acres for a middle school or junior high school; and 40 acres or more for a high school. Actual school sites may vary in size depending on the size of parcels available for sale and other site development constraints, such as wetlands. It also varies based on the need for athletic fields adjacent to the school along with other specific planning factors.

This space for site size on the Variable Table contains a number only when the particular district plans to acquire additional land during the six-year planning period, 2012 - 2017. As noted previously, the District will need to acquire an additional elementary school site between 2012 and 2017. The District acquired a site for an elementary school and a high school in 2001.

Average Land Cost Per Acre: The cost per acre is based on estimates of land costs within the District, based either on recent land purchases or by its knowledge of prevailing costs in the particular real estate market. Prices per acre will vary throughout the County and will be heavily influenced by the urban vs. rural setting of the specific district and the location of the planned school site. The Lake Stevens School District estimates its vacant land costs to be \$100,000 per acre. Until a site is actually located for acquisition, the actual purchase price is unknown. Developed sites, which sometimes must be acquired adjacent to existing school sites, can cost well over \$100,000 per acre.

Facility Design Capacity (Student FTE): Facility design capacities reflect the District's optimum number of students each school type is designed to accommodate. These figures are based on actual design studies of optimum floor area for new school facilities. The Lake Stevens School District designs new elementary schools to accommodate 500 students, new middle schools 750 students and new high schools 1,500 students.

Student Factor: The student factor (or student generation rate) is the average number of students generated by each housing type – in this case: single-family detached dwellings and multiple-family dwellings. Multiple-family dwellings, which may be rental or owner-occupied units within structures containing two or more dwelling units, were broken out into one-bedroom and two-plus bedroom units.

**Table 9 – Projected Growth Related Capacity Surplus (Deficit)
After Programmed Improvements**

	Elementary	Middle	Mid-High	High School
2011				
Existing Capacity	3,137	1,435	1,418	1,526
Programmed Improvement Capacity				
Capacity After Improvement	3,137	1,435	1,418	1,526
Current Enrollment	3,420	1,273	1,352	1,731
Surplus (Deficit) After Improvement	(283)	162	66	(205)
2012				
Existing Capacity	3,137	1,435	1,418	1,526
Programmed Improvement Capacity	0	0	0	0
Capacity After Improvement	3,137	1,435	1,418	1,526
Projected Enrollment	3,440	1,341	1,401	1,666
Surplus (Deficit) After Improvement	(303)	94	17	(140)
2013				
Existing Capacity	3,137	1,435	1,418	1,526
Programmed Improvement Capacity	0	0	0	0
Capacity After Improvement	3,137	1,435	1,418	1,526
Projected Enrollment	3,590	1,322	1,384	1,695
Surplus (Deficit) After Improvement	(453)	113	34	(169)
2014				
Existing Capacity	3,137	1,435	1,418	1,526
Programmed Improvement Capacity	0	0	0	0
Capacity After Improvement	3,137	1,435	1,418	1,526
Projected Enrollment	3,700	1,290	1,454	1,740
Surplus (Deficit) After Improvement	(563)	145	(36)	(214)
2015				
Existing Capacity	3,137	1,435	1,418	1,526
Programmed Improvement Capacity	0	0	0	0
Capacity After Improvement	3,137	1,435	1,418	1,526
Projected Enrollment	3,818	1,366	1,441	1,769
Surplus (Deficit) After Improvement*	(681)	69	(23)	(243)
2016				
Existing Capacity	3,137	1,435	1,418	1,526
Programmed Improvement Capacity	0	0	0	0
Capacity After Improvement	3,137	1,435	1,418	1,526
Projected Enrollment	3,861	1,474	1,399	1,830
Surplus (Deficit) After Improvement*	(724)	(39)	19	(304)
2017				
Existing Capacity	3,137	1,435	1,418	1,526
Programmed Improvement Capacity	500	0	0	0
Capacity After Improvement	3,637	1,435	1,418	1,526
Projected Enrollment	4,011	1,484	1,483	1,799
Surplus (Deficit) After Improvement	(374)	(49)	(65)	(273)

Pursuant to a requirement of Chapter 30.66C, each school district was required to conduct student generation studies within their jurisdictions. This was done to “localize” generation rates for purposes of calculating impact fees. A description of this methodology is contained in Appendix D.

The student generation rates for the Lake Stevens School District are shown on Table 10.

Table 10 – Student Generation Rates

	Elementary	Middle	Mid-High	High	Total
Single Family	0.363	0.102	0.104	0.117	0.686
Multiple Family, 1 Bedroom	0.000	0.000	0.000	0.000	0.000
Multiple Family, 2+ Bedroom	0.203	0.074	0.036	0.059	0.372

2. School Construction Cost Variables

Additional Building Capacity: These figures are the actual capacity additions to the Lake Stevens School District that will occur as a result of improvements listed on Table 8 (Capital Facilities Plan).

Current Facility Square Footage: These numbers are taken from Tables 1 and 2. They are used in combination with the “Existing Portables Square Footage” to apportion the impact fee amounts between permanent and temporary capacity figures in accordance with Chapter 30.66C.

Estimated Facility Construction Cost: The estimated facility construction cost is based on planned costs or on actual costs of recently constructed schools. The facility cost is the total cost for construction projects as defined on Table 8, including only capacity related improvements and adjusted to the “growth related” factor. Projects or portions of projects that address existing deficiencies (which are those students who are un-housed as of October 2011) are not included in the calculation of facility cost for impact fee calculation.

Facility construction costs also include the off-site development costs. Costs vary with each site and may include such items as sewer line extensions, water lines, off-site road and frontage improvements. Off-site development costs are not covered by State Match Funds. Off-site development costs vary, and can represent 10% or more of the total building construction cost.

3. Relocatable Facilities Cost Element

Impact fees may be collected to allow acquisition of portables to help relieve capacity deficiencies on a temporary basis. The cost allocated to new development must be growth related and must be in proportion to the current permanent versus temporary space allocations by the district.

Existing Units: This is the total number of existing portables in use by the district as reported on Table 2.

New Facilities Required Through 2017 This is the estimated number of portables to be acquired.

Cost Per Unit: This is the average cost to purchase and set up a portable. It includes site preparation, but does not include furnishing of the unit.

Relocatable Facilities Cost: This is simply the total number of needed units multiplied by the cost per unit. The number is then adjusted to the “growth-related” factor.

For districts, such as Lake Stevens, that do not credit any portable capacity to the permanent capacity total (see Table 1), this number is not directly applicable to the fee calculation and is for information only. The impact fee allows a general fee calculation for portables; however the amount is adjusted to the proportion of total square footage in portables to the total square footage of permanent and portable space in the district.

Where districts do allow a certain amount of portable space to be credited to permanent capacity, that amount would be adjusted by the “growth-related” factor, because it is considered to be permanent space.

4. Fee Credit Variables

BOECKH Index: This number is generated by the E.H. Boeckh Company and is used by OSPI as a guideline for determining the area cost allowance for new school construction. The index is an average of a seven-city building cost index for commercial and factory buildings in Washington State, and is adjusted every two months for inflation. The current BOECKH Index is \$188.55 (March 2012).

State Match Percentage: The State match percentage is the proportion of funds that are provided to the school districts, for specific capital projects, from the State’s Common School Construction Fund. These funds are disbursed based on a formula which calculates the District’s assessed valuation per pupil relative to the whole State assessed valuation per pupil to establish the percentage of the total project to be paid by the State. The District will continue to use a state match percentage of 40% vs. the historical percentage of 39%.

5. Tax Credit Variables

Under Title 30.66C, a credit is granted to new development to account for taxes that will be paid to the school district over the next ten years. The credit is calculated using a “present value” formula.

Interest Rate (20-year GO Bond): This is the interest rate of return on a 20-year General Obligation Bond and is derived from the bond buyer index. The current assumed interest rate is 4.00%.

Levy Rate (in mils): The Property Tax Levy Rate (for bonds) is determined by dividing the District’s average capital property tax rate by one thousand. The current levy rate for the Lake Stevens School District is .00195.

Average Assessed Value: This figure is based on the District's average assessed value for each type of dwelling unit (single-family and multiple-family). The averaged assessed values are based on estimates made by the County's Planning and Development Services Department utilizing information from the Assessor's files. The current average assessed value is \$265,232, for single-family detached residential dwellings; \$76,281 for one-bedroom multi-family units, and \$111,402 for two or more bedroom multi-family units.

6. Adjustments

Growth Related Capacity Percentage: This is explained in preceding sections.

Discount: In accordance with Chapter 30.66C, all fees calculated using the above factors are to be reduced by 50%.

These variables and calculations are shown in Table 11.

Table 11 - Impact Fee Variables

	Criteria	Elementary	Middle	Mid-High	High
Site Acquisition Cost Element					
	Site Needs (acres)	15.0			
	Growth Related	10.1	-	-	-
	Cost Per Acre	\$ 100,000			
	Additional Capacity	500			
	Growth Related	338	-	-	-
Student Factor					
	Single Family	0.363	0.102	0.104	0.117
	Multiple Family 1 Bdrm	-	-	-	-
	Multiple Family 2 Bdrm	0.203	0.074	0.036	0.059
School Construction Cost Element					
	Estimated Facility Construction Cost	\$21,700,000.00	-	-	-
	Growth Related	\$14,669,547.00	\$ -	\$ -	\$ -
	Additional Capacity	500	-	-	-
	Growth Related	338	-	-	-
	Current Facility Square Footage	281,611	176,697	224,694	207,195
Relocatable Facilities Cost Element					
	Relocatable Facilities Cost	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000
	Growth Related	\$ 50,701	\$ 75,000	\$ 75,000	\$ 18,681
	Relocatable Facilities Capacity/Unit	25	30	30	30
	Growth Related	16	30	30	7
	Existing Portable Square Footage	25,088	14,336	-	15,232
State Match Credit					
	Boeckh Index	188.55	188.55	188.55	188.55
	School Space per Student (OSPI)	90.00	117.00	117.00	130.00
	State Match Percentage	40.00%	40.00%	40.00%	40.00%
Tax Payment Credit					
	Interest Rate	4.0%	4.0%	4.0%	4.0%
	Loan Payoff (Years)	10	10	10	10
	Property Tax Levy Rate (Bonds)	0.00195	0.00195	0.00195	0.00195
	Average AV per DU Type	\$ 265,232	\$ 76,281		\$ 111,402
		(Single Fam.)	(MF 1 bdrm)		(MF 2 bdrm)
	Growth-Related Capacity Percentage	67.60%	100.00%	100.00%	24.91%
	Discount	0.50	0.50	0.50	0.50

Proposed Lake Stevens School District Impact Fee Schedule

Using the variables and formula described, impact fees proposed for the Lake Stevens School District are summarized in Table 12 and 13 (refer to Appendix A for worksheets).

Table 12 - Calculated Impact Fees

Housing Type	Impact Fee Per Unit
Single Family Detached	\$9,383
One Bedroom Apartment	\$0
Two + Bedroom Apartment	\$5,830
Duplex/Townhouse	\$5,830

Table 13 - Calculated Impact Fees (50% Discount)

Housing Type	Impact Fee Per Unit
Single Family Detached	\$4,692
One Bedroom Apartment	\$0
Two + Bedroom Apartment	\$2,915
Duplex/Townhouse	\$2,915

Appendix A

Impact Fee Calculation

IMPACT FEE WORKSHEET
 LAKE STEVENS SCHOOL DISTRICT
 SINGLE-FAMILY RESIDENTIAL

SITE ACQUISITION COST										
acres needed	10.10	x								
acres needed	0	x	\$	100,000	/	capacity (# students)	338	x	student factor	0.363
acres needed	0	x	\$	-	/	capacity (# students)	0	x	student factor	0.102
acres needed	0	x	\$	-	/	capacity (# students)	0	x	student factor	0.104
acres needed	0	x	\$	-	/	capacity (# students)	0	x	student factor	0.117
TOTAL SITE ACQUISITION COST										
										\$1,085 (elementary)
										\$0 (middle)
										\$0 (mid-high)
										\$0 (high school)
										\$1,085

SCHOOL CONSTRUCTION COST										
total const. cost	\$14,669,547	/								
total const. cost	\$0	/				capacity (# students)	338	x	student factor	0.363
total const. cost	\$0	/				capacity (# students)	0	x	student factor	0.102
total const. cost	\$0	/				capacity (# students)	0	x	student factor	0.104
total const. cost	\$0	/				capacity (# students)	0	x	student factor	0.117
Total Square Feet of Permanent Space (District)										
				890,197	/ Total Square Feet of School Facilities (000)		944,853			94.22%

TOTAL FACILITY CONSTRUCTION COST = \$ 14,843

RELOCATABLE FACILITIES COST (PORTABLES)										
Portable Cost	\$ 50,701	/	16	facility size	x	student factor	0.363			\$1,150 (elementary)
Portable Cost	\$ 75,000	/	30	facility size	x	student factor	0.102			\$255 (middle)
Portable Cost	\$ 75,000	/	30	facility size	x	student factor	0.104			\$260 (mid-high)
Portable Cost	\$ 18,681	/	7	facility size	x	student factor	0.117			\$312 (high school)
Total Square Feet of Portable Space (District)										
			54,656	/ Total Square Feet of School Facilities (000)			944,853			5.78%

TOTAL RELOCATABLE COST ELEMENT = \$114

CREDIT AGAINST COST CALCULATION -- MANDATORY

STATE MATCH CREDIT

BOECKH Index	\$ 188.55	x OSPI Allowance	90.00	x	State Match %	40.00%	x	student factor	0.363	=	\$2,464	(elementary)
BOECKH Index	\$ 188.55	x OSPI Allowance	117.00	x	State Match %		x	student factor	0.102	=	\$0	(middle)
BOECKH Index	\$ 188.55	x OSPI Allowance	117.00	x	State Match %		x	student factor	0.104	=	\$0	(mid-high)
BOECKH Index	\$ 188.55	x OSPI Allowance	130.00	x	State Match %		x	student factor	0.117	=	\$0	(high school)

TOTAL STATE MATCH CREDIT

= \$2,464

TAX PAYMENT CREDIT

$[(1 + \text{interest rate } 4.00\%)^{\wedge} 10 \text{ years to pay off bond}] - 1] /$

$(1 + \text{interest rate } 4.00\%)^{\wedge} 10 \text{ years to pay off bond}] \times$

assessed value \$265,232

$[\text{interest rate } 4.00\% \times$
 $0.00195 \text{ capital levy rate } \times$
 tax payment credit = \$ 4,195

IMPACT FEE CALCULATION

SITE ACQUISITION COST	\$1,085
FACILITY CONSTRUCTION COST	14,843
RELOCATABLE FACILITIES COST (PORTABLES)	\$114
(LESS STATE MATCH CREDIT)	(\$2,464)
(LESS TAX PAYMENT CREDIT)	(\$4,195)

CIVIL IMPACT FEE REPORT
 Non-District
 707 Street
 69-167

IMPACT FEE WORKSHEET
 LAKE STEVENS SCHOOL DISTRICT
MULTIPLE FAMILY RESIDENTIAL -- 1 BDRM OR LESS

SITE ACQUISITION COST												
acres needed	10.1	x		\$ 100,000	/	capacity (# students)	338	x	student factor	0	=	\$0 (elementary)
acres needed	0	x		\$	/	capacity (# students)	0	x	student factor	0	=	\$0 (middle)
acres needed	0	x		\$	/	capacity (# students)	0	x	student factor	0	=	\$0 (mid-high)
acres needed	0	x			/	capacity (# students)	0	x	student factor	0	=	\$0 (high school)
TOTAL SITE ACQUISITION COST										=	\$0	

SCHOOL CONSTRUCTION COST											
total const. cost	\$14,669,547	/		capacity (# students)	338	x	student factor	0	=	\$0 (elementary)	
total const. cost	\$0	/		capacity (# students)	0	x	student factor	0	=	\$0 (middle)	
total const. cost	\$0	/		capacity (# students)	0	x	student factor	0	=	\$0 (mid-high)	
total const. cost	\$0	/		capacity (# students)	0	x	student factor	0	=	\$0 (high school)	
Total Square Feet of Permanent Space (District)										=	\$0
Total Square Feet of School Facilities (000)										=	94.22%

TOTAL FACILITY CONSTRUCTION COST = \$ -

RELOCATABLE FACILITIES COST (PORTABLES)											
Portable Cost	\$ 50,701	/	16	facility size	x	student factor	0	=	\$0 (elementary)		
Portable Cost	\$ -	/	30	facility size	x	student factor	0	=	\$0 (middle)		
Portable Cost	\$ 75,000	/	30	facility size	x	student factor	0	=	\$0 (mid-high)		
Portable Cost	\$ 18,681	/	7	facility size	x	student factor	0	=	\$0 (high school)		
Total Square Feet of Portable Space (District)										=	\$0
Total Square Feet of School Facilities (000)										=	5.78%

TOTAL RELOCATABLE COST ELEMENT = \$0

CREDIT AGAINST COST CALCULATION -- MANDATORY

STATE MATCH CREDIT

BOECKH Index	\$ 188.55	x OSPI Allowance	90	x	State Match %	40.00%	x	student factor	0	=	\$0 (elementary)
BOECKH Index	\$ 188.55	x OSPI Allowance	117	x	State Match %		x	student factor	0	=	\$0 (middle)
BOECKH Index	\$ 188.55	x OSPI Allowance	117	x	State Match %		x	student factor	0	=	\$0 (mid-high)
BOECKH Index	\$ 188.55	x OSPI Allowance	130	x	State Match %		x	student factor	0	=	\$0 (high school)

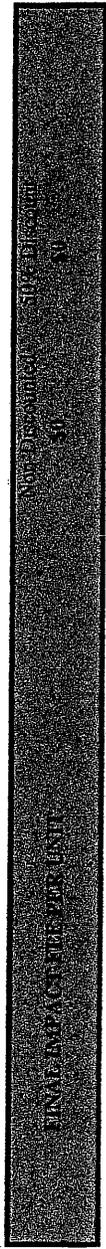
TOTAL STATE MATCH CREDIT = \$0

TAX PAYMENT CREDIT

$[(1 + \text{interest rate})^{\text{years to pay off bond}} - 1] /$	4.00%	10	years to pay off bond	4.00%	x	interest rate	
$(1 + \text{interest rate})^{\text{years to pay off bond}} - 1$	4.00%	10	years to pay off bond	0.00195	x	capital levy rate	
assessed value	\$76,281					tax payment credit	\$1,206

IMPACT FEE CALCULATION

SITE ACQUISITION COST	\$0
FACILITY CONSTRUCTION COST	\$0
RELOCATABLE FACILITIES COST (PORTABLES)	\$0
(LESS STATE MATCH CREDIT)	\$0
(LESS TAX PAYMENT CREDIT)	\$0



**IMPACT FEE WORKSHEET
LAKE STEVENS SCHOOL DISTRICT
MULTIPLE FAMILY RESIDENTIAL -- 2 BDRM OR MORE**

SITE ACQUISITION COST										
acres needed	10.1	x								
acres needed	0	x	\$	100,000	/	capacity (# students)	338	x	student factor	0.203
acres needed	0	x	\$	-	/	capacity (# students)	0	x	student factor	0.074
acres needed	0	x			/	capacity (# students)	0	x	student factor	0.036
acres needed	0	x			/	capacity (# students)	0	x	student factor	0.059
TOTAL SITE ACQUISITION COST										
										= \$607
										= \$0 (middle)
										= \$0 (mid-high)
										= \$0 (high school)
										= \$607

SCHOOL CONSTRUCTION COST										
total const. cost	\$14,669,547	/								
total const. cost	\$0	/				capacity (# students)	338	x	student factor	0.203
total const. cost	\$0	/				capacity (# students)	0	x	student factor	0.074
total const. cost	\$0	/				capacity (# students)	0	x	student factor	0.036
total const. cost	\$0	/				capacity (# students)	0	x	student factor	0.059
TOTAL SCHOOL CONSTRUCTION COST										
Total Square Feet of Permanent Space (District)			890,197	/ Total Square Feet of School Facilities (000)			944,853			= \$8,810 (elementary)
										= \$ - (middle)
										= \$0 (mid-high)
										= \$0 (high school)
										= \$8,810
										= 94.22%

TOTAL FACILITY CONSTRUCTION COST										
										= \$ 8,301
RELOCATABLE FACILITIES COST (PORTABLES)										
Portable Cost	\$ 50,701	/	16	facility size	x	student factor	0.203			= \$643 (elementary)
Portable Cost	\$ 75,000	/	30	facility size	x	student factor	0.074			= \$185 (middle)
Portable Cost	\$ 75,000	/	30	facility size	x	student factor	0.036			= \$90 (mid-high)
Portable Cost	\$ 18,681	/	7	facility size	x	student factor	0.059			= \$157 (high school)
TOTAL RELOCATABLE FACILITIES COST										
Total Square Feet of Portable Space (District)			54,656	/ Total Square Feet of School Facilities (000)			944,853			= 5.78%
										= \$62

TOTAL RELOCATABLE COST ELEMENT

CREDIT AGAINST COST CALCULATION -- MANDATORY

STATE MATCH CREDIT

BOECKH Index	\$ 188.55	x OSPI Allowance	90	x	State Match %	40.00%	x student factor	0.203	=	\$1,378 (elementary)	
BOECKH Index	\$ 188.55	x OSPI Allowance	117	x	State Match %		x student factor	0.074	=	\$0 (middle)	
BOECKH Index	\$ 188.55	x OSPI Allowance	117	x	State Match %		x student factor	0.036	=	\$0 (mid-high)	
BOECKH Index	\$ 188.55	x OSPI Allowance	130	x	State Match %		x student factor	0.059	=	\$0 (high school)	
TOTAL STATE MATCH CREDIT										=	\$1,378

TAX PAYMENT CREDIT

$[(1 + \text{interest rate})^n - 1] /$	4.00%	10	years to pay off bond	- 1]	/	[interest rate	4.00%	x	
$(1 + \text{interest rate})^n$	4.00%	10	years to pay off bond] x		0.00195 capital levy rate	x		
assessed value	\$111,402								tax payment credit = \$1,762

IMPACT FEE CALCULATION

SITE ACQUISITION COST	\$607
FACILITY CONSTRUCTION COST	\$8,301
RELOCATABLE FACILITIES COST (PORTABLES)	\$62
(LESS STATE MATCH CREDIT)	(\$1,378)
(LESS TAX PAYMENT CREDIT)	(\$1,762)

FINAL IMPACT FEE PER UNIT

Note Discounted \$607 (\$2,000) \$5,300 \$1,915

Appendix B

OSPI Enrollment Forecasting Methodology

OSPI PROJECTION OF ENROLLMENT DATA

Cohort-Survival or Grade-Succession Technique

Development of a long-range school-building program requires a careful forecast of school enrollment indicating the projected number of children who will attend school each year.

The following procedures are suggested for determining enrollment projections:

1. Enter in the lower left corner of the rectangle for each year the number of pupils actually enrolled in each grade on October 1, as reported on the October Report of School District Enrollment, Form M-70, column A. (For years prior to October 1, 1965, enter pupils actually enrolled as reported in the county superintendent's annual report, Form A-1.)
2. In order to arrive at enrollment projections for kindergarten and/or grade one pupils, determine the percent that the number of such pupils each year was of the number shown for the immediately preceding year. Compute an average of the percentages, enter it in the column headed "Ave. % of Survival", and apply such average percentage in projecting kindergarten and/or grade one enrollment for the next six years.
3. For grade two and above determine the percent of survival of the enrollment in each grade for each year to the enrollment. In the next lower grade during the preceding year and place this percentage in the upper right corner of the rectangle. (For example, if there were 75 pupils in actual enrollment in grade one on October 1, 1963, and 80 pupils were in actual enrollment in grade two on October 1, 1964, the percent of survival would be $80/75$, or 106.7%. If the actual enrollment on October 1, 1965 in grade three had further increased to 100 pupils, the percent of survival to grade three would be $100/80$ or 125 %.)

Compute an average of survival percentages for each year for each grade and enter it in the column, "Ave. % of Survival".

In order to determine six-year enrollment projections for grade two and above, multiply the enrollment in the next lower grade during the preceding year by 7 the average percent of survival. For example, if, on October 1 of the last year of record, there were 100 students in grade one and the average percent of survival to grade two was 105, then 105% of 100 would result in a projection of 105 students in grade two on October 1 of the succeeding year.

4. If, after calculating the "Projected Enrollment", there are known factors which will further influence the projections, a statement should be prepared showing the nature of those factors, involved and their anticipated effect upon any portion of the calculated projection.

*Kindergarten students are projected based on a regression line.

Appendix C
Enrollment Data

Table C-1
LAKE STEVENS SCHOOL DISTRICT
STUDENT ENROLLMENT BY GRADE SPAN 2003-2011
 (Based on actual studentt enrollment on October 1 of each year)

School Type	Grade Level	School Year							
		2004	2005	2006	2007	2008	2009	2010	2011
Elementary	K	534	545	534	498	510	556	646	550
	1	536	555	558	563	538	579	596	666
	2	568	555	570	575	594	571	598	608
	3	557	591	563	586	587	634	581	616
	4	544	589	592	577	615	605	665	576
	5	618	552	568	616	597	627	614	679
	K-5 Headcount	3357	3387	3385	3415	3441	3572	3700	3695
	K-5 FTE	3090	3115	3118	3166	3186	3294	3377	3420
Middle	6	610	654	570	576	624	625	643	626
	7	603	602	645	596	600	627	662	647
	6-7 Headcount	1213	1256	1215	1172	1224	1252	1305	1273
Mid High	Grade 8	611	612	603	646	595	606	636	665
	Grade 9	714	717	679	702	725	702	663	687
	8-9 Headcount	1325	1329	1282	1348	1320	1308	1299	1352
Sr. High	Grade 10	657	652	663	623	632	647	624	609
	Grade 11	504	584	545	564	556	553	571	585
	Grade 12	397	429	503	460	470	463	474	537
	10-12 Headcount	1558	1665	1711	1647	1658	1663	1669	1731
	K-12 Headcount	7453	7637	7593	7582	7643	7795	7973	8051
	K-12 FTE	7186	7365	7326	7333	7388	7517	7650	7776

**Table C-2
LAKE STEVENS SCHOOL DISTRICT
STUDENT ENROLLMENT BY GRADE SPAN 2012-2017**

School Type	Grade Level	School Year							
		2011	SPR	2012	2013	2014	2015	2016	2017
Elementary	K	550		606	622	639	655	671	687
	1	666		591	651	668	687	704	721
	2	608		693	615	677	695	714	732
	3	616		628	716	635	699	718	737
	4	576		634	646	737	653	719	739
	5	679		591	651	663	756	670	738
	K-5 Headcount	3695		3743	3901	4019	4145	4196	4354
	K-5 FTE	3420	9.08%	3440	3590	3700	3818	3861	4011
Middle	6	626		695	605	666	679	774	686
	7	647		646	717	624	687	700	798
	6-7 Headcount	1273	3.38%	1341	1322	1290	1366	1474	1484
Mid High	Grade 8	665		651	650	721	628	691	704
	Grade 9	687		750	734	733	813	708	779
	8-9 Headcount	1352	3.59%	1401	1384	1454	1441	1399	1483
Sr. High	Grade 10	609		621	678	663	662	735	640
	Grade 11	585		541	551	602	588	588	652
	Grade 12	537		504	466	475	519	507	507
	10-12 Headcount	1731	4.60%	1666	1695	1740	1769	1830	1799
	K-12 Headcount	8051		8151	8302	8503	8721	8899	9120
	K-12 FTE	7776	20.65%	7848	7991	8184	8394	8564	8777

Source: Snohomish County, Lake Stevens School District and OSPI

Appendix D

Student Generation Rate Methodology



DOYLE CONSULTING

ENABLING SCHOOL DISTRICTS TO MANAGE AND USE STUDENT ASSESSMENT DATA

Student Generation Rate Study for the Lake Stevens School District

With Grade Levels (K-5, 6-7, 8-9, 10-12)

4/13/2012

This document describes the methodology used to calculate student generation rates (SGRs) for the Lake Stevens School District, and provides results of the calculations.

SGRs were calculated for two types of residential construction: Single family detached, and multi-family with 2 or more bedrooms. Attached condominiums, townhouses and duplexes are included in the multi-family classification since they are not considered "detached". Manufactured homes on owned land are included in the single family classification.

1. Electronic records were obtained from the Snohomish County Assessor's Office containing data on all new construction within the Lake Stevens School District from January 2004 through December 2010. As compiled by the County Assessor's Office, this data included the address, building size, assessed value, and year built for new single and multi-family construction. The data was "cleaned up" by eliminating records which did not contain sufficient information to generate a match with the District's student record data (i.e. incomplete addresses).
2. The District downloaded student records data into Microsoft Excel format. This data included the addresses and grade levels of all K-12 students attending the Lake Stevens School District as of March 2012. Before proceeding, this data was reformatted and abbreviations were modified as required to provide consistency with the County Assessor's data.

3. **Single Family Rates:** The data on all new single family detached residential units in County Assessor's data were compared with the District's student record data, and the number of students at each grade level living in those units was determined. The records of 2,404 single family detached units were compared with data on 8,048 students registered in the District, and the following matches were found by grade level(s)*:

GRADE(S)	COUNT OF MATCHES	CALCULATED RATE
K	129	0.054
1	155	0.064
2	152	0.063
3	141	0.059
4	139	0.058
5	157	0.065
6	113	0.047
7	132	0.055
8	130	0.054
9	121	0.050
10	100	0.042
11	84	0.035
12	96	0.040
K-5	873	0.363
6-7	245	0.102
8-9	251	0.104
10-12	280	0.117
K-12	1649	0.686

4. **Large Multi-Family Developments:** Snohomish County Assessor's data does not specifically indicate the number of units or bedrooms contained in large multi-family developments. Additional research was performed to obtain this information from specific parcel ID searches, and information provided by building management, when available. Information obtained included the number of 0-1 bedroom units, the number of 2+ bedroom units, and specific addresses of 0-1 bedroom units.

Small Multi-Family Developments: This method included all developments in the County Assessor's data containing four-plexes, tri-plexes, duplexes, condominiums and townhouses. This data contained information on the number of bedrooms for all townhouses and condominiums. Specific parcel ID searches were performed for duplex and larger units in cases where number of bedroom data was missing.

5. **Multi-Family 2+ BR Rates:** The multi-family 2+ BR SGR's were calculated by comparing data on 2+ BR multi-family units with the District's student record data, and the number of students at each grade level living in those units was determined. The records of 271 multi-family 2+ BR units were compared with data on 8,048 students registered in the District, and the following matches were found by grade level(s)*:

GRADE(S)	COUNT OF MATCHES	CALCULATED RATE
K	5	0.018
1	19	0.070
2	9	0.033
3	7	0.026
4	7	0.026
5	8	0.030
6	11	0.041
7	9	0.033
8	5	0.018
9	5	0.018
10	8	0.030
11	2	0.007
12	6	0.022
K-5	55	0.203
6-7	20	0.074
8-9	10	0.036
10-12	16	0.059
K-12	101	0.373

6. **Multi-Family 0-1 BR Rates:** Research indicated that no (0) multi-family 0-1 BR units were constructed within District boundaries during the time period covered by this study.

7. **Summary of Student Generation Rates*:**

	K-5	6-7	8-9	10-12	K-12
Single Family	.363	.102	.104	.117	.686
Multi-Family 2+ BR	.203	.074	.036	.059	.373

*Calculated rates for grade level groups may not equal the sum of individual grade rates due to rounding.

Appendix E
Board Resolution Adopting
Capital Facilities Plan



Lake Stevens School District No. 4

(425) 335-1500 • FAX (425) 335-1549

Educational Service Center

12309 22nd St. N.E. • Lake Stevens, Washington 98258-9500

**RESOLUTION NO. 6-12
REVISED 2012-2017 CAPITAL FACILITIES PLAN**

WHEREAS, the Lake Stevens School District is required by RCW 36.70 (the Growth Management Act) and the Snohomish County General Policy Plan to adopt a Capital Facilities Plan;

WHEREAS, development of the Capital Facilities Plan was carried out by the District in accordance with accepted methodologies and requirements of the Growth Management Act;

WHEREAS, impact fee calculations are consistent with methodologies meeting the conditions and tests of RCW 82.02 and Snohomish County Code;

WHEREAS, the District finds that the methodologies accurately assess necessary additional capacity which address only growth-related needs;

WHEREAS, a draft of the Plan was submitted to Snohomish County for review with changes having been made in accordance with County comments;

WHEREAS, the District finds that the Plan meets the basic requirements of RCW 36.70A and RCW 82.02; and

WHEREAS, a review of the Plan was carried out pursuant to RCW 43.21C (the State Environmental Policy Act). A Determination of Non Significance has been issued.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Lake Stevens School District hereby adopts the Capital Facilities Plan for the years 2012-2017, pursuant to the requirements of RCW 36.70A and the Snohomish County General Policy Plan. The Snohomish County Council, the City of Lake Stevens and the City of Marysville are hereby requested to adopt the Plan as an element of their general policy plans and companion ordinances.

ADOPTED, by the Board of Directors of the Lake Stevens School District No. 4, Snohomish County, state of Washington, at a regular meeting thereof held this 22nd day of August, 2012.

**LAKE STEVENS SCHOOL DISTRICT NO. 4
BOARD OF DIRECTORS**

President

ATTEST:

Superintendent:

Appendix F

Snohomish County General Policy Plan

APPENDIX F

REVIEW CRITERIA FOR SCHOOL DISTRICT CAPITAL FACILITY PLANS

Required Plan Contents

1. Future Enrollment Forecasts by Grade Span, including:
 - a 6-year forecast (or more) to support the financing program;
*See Tables 4 and 5; Appendix C
 - a description of the forecasting methodology and justification for its consistency with OFM population forecasts used in the county's comprehensive plan.
*Explanation on page 5-2
2. Inventory of Existing Facilities, including:
 - the location and capacity of existing schools;
*See Figure 1 for location; See Table 1 for schools, their capacities and grade spans served
 - a description of educational standards and a clearly defined minimum level of service such as classroom size, school size, use of portables, etc.;
*See Section 3 for educational standards; minimum educational service standards are identified on page 3-3;
 - the location and description of all district-owned or leased sites (if any) and properties;
*See Figure 1 for map of school facilities; See table 1 for schools with further description located on page 4-3; land inventory is located on page 4-5.
 - a description of support facilities, such as administrative centers, transportation and maintenance yards and facilities, etc.;
*See page 4-4 for a description of support facilities; also, Table 3.
 - and information on portables, including numbers, locations, remaining useful life (as appropriate to educational standards), etc.
Relocatable classroom facilities (portables) are identified on page 4-4; see Table 2 for locations and capacities.
3. Forecast of Future Facility Needs, including:
 - identification of new schools and/or school additions needed to address existing deficiencies and to meet demands of projected growth over the next 6 years; and
*See pages 6-2 and 6-3 for schools and school additions;
 - the number of additional portable classrooms needed.
*See pages 6-3 and pages 4-2 and 4-3.
4. Forecast of Future Site Needs, including:
 - the number, size, and general location of needed new school sites.
*See pages 6-2 and 6-3
5. Financing Program (6-year minimum Planning Horizon)
 - estimated cost of specific construction and site acquisition and development projects proposed to address growth-related needs;
*See Table 9; see also pages 6-2
 - projected schedule for completion of these projects; and
*See Table 9
 - proposed sources of funding, including impact fees (if proposed), local bond issues (both approved and proposed), and state matching funds.
*See Table 9
6. Impact Fee Support Data (where applicable), including:
 - an explanation of the calculation methodology, including description of key variables and their computation;
*See pages 6- 8, 6-9, 6-10; Table 13; see also appendices A-1 through A-3.
 - definitions and sources of data for all inputs into the fee calculation, indicating that it:
 - a) is accurate and reliable and that any sample data is statistically valid;

- *See Appendices B, C and D; see also pages 5-1, 5-2, 5-3, 6-8, 6-9 and 6-10.
- b) accurately reflects projected costs in the 6-year financing program;
*See pages 6-2 & 6-3.
 - c) and a proposed fee schedule that reflects expected student generation rates from, at minimum, the following residential unit types: single-family, multi-family/studio or 1-bedroom, and multi-family/2-bedroom or more.
*See Tables 14 and 15.

Plan Performance Criteria

1. School facility plans must meet the basic requirements set down in RCW 36.70A (the Growth Management Act). Districts proposing to use impact fees as a part of their financing program must also meet the requirements of RCW 82.02.
2. Where proposed, impact fees must utilize a calculation methodology that meets the conditions and tests of RCW 82.02.
3. Enrollment forecasts should utilize established methods and should produce results which are not inconsistent with the OFM population forecasts used in the county comprehensive plan. Each plan should also demonstrate that it is consistent with the 20-year forecast in the land use element of the county's comprehensive plan.
4. The financing plan should separate projects and portions of projects which add capacity from those which do not, since the latter are generally not appropriate for impact fee funding. The financing plan and/or the impact fee calculation formula must also differentiate between projects or portions of projects which address existing deficiencies (ineligible for impact fees) and those which address future growth-related needs.

*Table 9 delineates improvements adding student capacity from those that don't. The inclusion of the student generation factor within the formula addresses specifically that growth which is forthcoming from any new housing unit.

5. Plans should use best-available information from recognized sources, such as the U.S. Census or the Puget Sound Regional Council. District-generated data may be used if it is derived through statistically reliable methodologies.
6. Districts which propose the use of impact fees should identify in future plan updates alternative funding sources in the event that impact fees are not available due to action by the state, county or the cities within their district boundaries.

*See page 6-2 relating to General Obligation Bonds.

7. Repealed effective January 2, 2000.

Plan Review Procedures

1. District capital facility plan updates should be submitted to the County Planning and Development Services Department for review prior to formal adoption by the school district.
2. Each school district planning to expand its school capacity must submit to the county an updated capital facilities plan at least every 2 years. Proposed increases in impact fees must be submitted as part of an update to the capital facilities plan, and will be considered no more frequently than once a year.
3. Each school district will be responsible for conducting any required SEPA reviews on its capital facilities plan prior to its adoption, in accordance with state statutes and regulations.

4. School district capital facility plans and plan updates must be submitted no later than 60 calendar days prior to their desired effective date. (For example, if a district requires its updated plan to take effect on January 1, 2007 in order to meet the minimum updating requirement of item 2. above, it must formally submit that plan no later than October 30, 2006.)

5. District plans and plan updates must include a resolution or motion from the district school board adopting the plan before it will become effective.

Appendix G

Determination of Non-Significance and Environmental Checklist

WAC 197-11-970 Determination of non-significance (DNS)

DETERMINATION OF NON-SIGNIFICANCE

**Lake Stevens School District No. 4
Capital Facilities Plan**

DESCRIPTION OF PROPOSAL: The proposed action is the adoption of the Lake Stevens School District No. 4 Capital Facilities Plan, 2012-2017. This Capital Facilities Plan has been developed in accordance with requirements of the State Growth Management Act and is a non-project proposal. It documents how the Lake Stevens School District utilizes its existing educational facilities given current district enrollment configurations and educational program standards, and uses six-year and 15-year enrollment projections to quantify capital facility needs for years 2012-2027.

PROPONENT: Lake Stevens School District No. 4

LOCATION OF PROPOSAL: Lake Stevens School District No. 4
Snohomish County, Washington

LEAD AGENCY: Lake Stevens School District No. 4

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of an environmental checklist and other information on file with the lead agency. This information is available to the public on request.

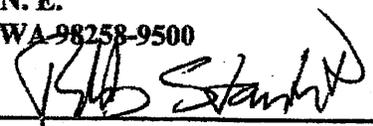
This DNS is issued under WAC 197-11-340-(2). The lead agency will not act on this proposal for 15 days from the date below. Comments must be submitted to the Responsible Official, Lake Stevens School District, 12309-22nd St. N. E., Lake Stevens, Washington 98258-9500 by July 3, 2012.

RESPONSIBLE OFFICIAL: Robb Stanton **PHONE:** 425 335-1506

POSITION/TITLE: Director of Operations Services

ADDRESS: Lake Stevens School District No. 4
12309-22nd St. N. E.
Lake Stevens, WA 98258-9500

DATE: June 19, 2012

SIGNATURE: 

PUBLISH: The Herald June 19, 2012 & June 26, 2012
Lake Stevens Journal June 27, 2012

There is no agency appeal.

**LAKE STEVENS SCHOOL DISTRICT NO. 4
ENVIRONMENTAL CHECKLIST**

**Adoption
of
Capital Facilities Plan 2012-2017**

Prepared by
SHOCKEY PLANNING GROUP, Inc.
for
Lake Stevens School District No. 4

Proposal

**Adoption of Capital Facilities Plan 2012-2017
Lake Stevens School District No. 4**

Proponent

Lake Stevens School District No. 4

Robb Stanton

12309 22nd Street NE

Lake Stevens, Washington 98258

Phone: (425) 335-1506

Project Representative

SHOCKEY PLANNING GROUP, INC.

Reid H. Shockey, AICP

2716 Colby Avenue

Everett, Washington 98201

Phone: (425) 258-9308

June 2012

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Appendices

Appendix A – Supplemental Sheet for Nonproject Actions

Appendix B – 2012-2017 Capital Facilities Plan

ENVIRONMENTAL CHECKLIST

A. BACKGROUND

1. **Name of proposed project, if applicable:** Adoption of Capital Facilities Plan, 2012-2017
2. **Name of applicant:** Lake Stevens School District No. 4
3. **Address and phone number of applicant and contact person:**

Applicant Contact: Lake Stevens School District No. 4
Attn.: Robb Stanton
12309 22nd St. N.E
Lake Stevens, WA 98258
Phone: (425) 335-1506
Email: rstanton@lkstevens.wednet.edu

Project Representative: Shockey Planning Group, Inc.
Attn.: Reid H. Shockey, AICP
2716 Colby Avenue
Everett, WA 98201
Phone: (425) 258-9308
Email: rshockey@shockeyplanning.com

4. **Date checklist prepared:**
5. **Agency requesting checklist:** Lead agency for environmental review and SEPA compliance is the Lake Stevens School District No 4.
6. **Proposed timing or Schedule (including phasing, if applicable):**

The Lake Stevens School District's Capital Facilities Plan, 2012-2017, is scheduled to be adopted by the Lake Stevens School Board August 8, 2012.

7. **Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.**

The Capital Facilities Plan identifies school construction projects to accommodate un-housed students in the Lake Stevens School District through 2017. The Capital Facilities Plan will be updated at least bi-annually. Changes in actual enrollment and in enrollment projections will be used to recalculate facility needs. As noted above, project-specific environmental review will be undertaken at the time of construction on the identified projects and future projects.

8. **List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.**

- Snohomish County General Policy Plan
- City of Lake Stevens Comprehensive Plan

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.

Following adoption of the Capital Facilities Plan, it is anticipated that it will be incorporated into the comprehensive plans for Snohomish County and the City of Lake Stevens.

10. List any government approvals or permits that will be needed for your proposal, if known.

Individual proposed projects may require various governmental approvals, and each project would be reviewed at the project-specific level. The District would obtain any of the required approvals.

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page.

The Washington Growth Management Act (GMA) outlines thirteen broad goals including adequate provision of necessary public facilities and services. Schools are among these necessary facilities and services. The public school districts serving Snohomish County residents have developed capital facilities plans to satisfy the requirements of RCW 36.70A.070 and to identify additional school facilities necessary to meet the educational needs of the growing student populations anticipated in their districts.

This Capital Facilities Plan (CFP) is intended to provide the Lake Stevens School District (District), Snohomish County, the City of Lake Stevens, the City of Marysville and other jurisdictions a description of facilities needed to accommodate projected student enrollment at acceptable levels of service over the next fifteen years, with a more detailed schedule and financing program for capital improvements over the next six years (2012-2017).

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

The Lake Stevens School District is located six miles east of downtown Everett, and encompasses all of the City of Lake Stevens as well as portions of unincorporated

Snohomish County and a small portion of the City of Marysville. The District is located south of the Marysville School District and north of the Snohomish School District.

B. ENVIRONMENTAL ELEMENTS

1. EARTH

- a. General description of the site (circle one):** Flat, rolling, hilly, steep slopes, mountainous, other.

The Lake Stevens School District is comprised of a variety of topographic features and landforms. Specific topographic and landform characteristics of the sites of proposed individual projects included in the CFP have been or would be described during project-level environmental review.

- b. What is the steepest slope on the site (approximate percent slope)?**

Specific slope characteristics at sites of the proposed individual projects included in the CFP have been or would be identified during project-level environmental review.

- c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any prime farmland.**

Specific soil types and their characteristics at the sites of the proposed individual projects included in the CFP have been or would be identified during project-level environmental review.

- d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.**

Specific soil types and properties have been or would be analyzed on the sites of the proposed individual projects included in the CFP, at the time of project-level environmental review. Any limitations or necessary mitigation would be identified during project-level environmental review.

- e. Describe the purpose, type, and approximate quantities of any filling or grading proposed. Indicate source of fill.**

Individual projects included in the CFP have been or would be subject to local jurisdictional project approval and environmental review, at the time of application.

Proposed grading activities as well as quantity, type, source and purpose of such activities would be addressed at that time. Adoption of the CFP will not, and it is not anticipated that any project described in the CFP will, cause any significant adverse unavoidable impact.

- f. **Could erosion occur as a result of clearing, construction, or use? If so, generally describe.**

Erosion could occur during the construction of projects proposed in the CFP. Individual projects would be subject to the local project review process. Potential erosion impacts would be addressed on a site-specific basis during project-level environmental review. Adoption of the CFP will not, and it is not anticipated that any project described in the CFP will, cause any significant adverse unavoidable impact.

- e. **Describe the purpose, type, and approximate quantities of any filling or grading proposed. Indicate source of fill.**

Individual projects included in the CFP have been or would be subject to Lake Stevens, Marysville or County project approval and environmental review, at the time of application.

Proposed grading activities as well as quantity, type, source and purpose of such activities would be addressed at that time. Adoption of the CFP will not, and it is not anticipated that any project described in the CFP will, cause any significant adverse unavoidable impact.

- f. **Could erosion occur as a result of clearing, construction, or use? If so, generally describe.**

Erosion could occur during the construction of projects proposed in the CFP. Individual projects would be subject to the local project review process. Potential erosion impacts would be addressed on a site-specific basis during project-level environmental review. Adoption of the CFP will not, and it is not anticipated that any project described in the CFP will, cause any significant adverse unavoidable impact.

- g. **About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?**

The renovations and new school facilities proposed in the CFP would result in the increase of impervious surfaces. The amount of impervious surface constructed would vary by individual project. Impervious surface quantities proposed to be constructed at each of the individual projects would be subject to project-level environmental review as well as the local project review process. Adoption of the CFP will not, and it is not anticipated that any project described in the CFP will, cause any significant adverse unavoidable impact.

- h. **Proposed measures to reduce or control erosion, or other impacts to the earth, if any:**

Measures to control and reduce erosion impacts would be assessed and implemented in accordance with individual jurisdictional requirements. Erosion control and reduction measures have been or would be determined during project-level environmental review and requirements of the permitting jurisdiction would be met.

2. AIR

- a. **What types of emissions to the air would result from the proposal (i.e., dust, automobile, odors, and industrial wood smoke) during construction and when the project is completed? If any, generally describe and give approximate quantities if known.**

Various air emissions may result from the projects proposed in the CFP. The majority of emissions would be construction related and temporary. The air-quality impacts of specific projects have been or would be evaluated during project-level environmental review. For greater detail please see *Appendix A – Supplemental Sheet for Nonproject Actions*.

- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.**

Any off-site sources of emissions or odor that may affect individual projects included in the CFP would be addressed during project-level environmental review. Adoption of the CFP will not, and it is not anticipated that any project described in the CFP will, cause any significant adverse unavoidable impact.

- c. Proposed measures to reduce or control emissions or other impacts to air, if any:**

The individual projects in the CFP would be subject to site-specific environmental review, and also subject to individual jurisdiction local project review processes. The District would be required to comply with all applicable clean air regulations and permit requirements. Proposed air quality measures, specific to individual projects would be identified during project-level environmental review. Adoption of the CFP will not, and it is not anticipated that any project described in the CFP will, cause any significant adverse unavoidable impact. For greater detail please refer to *Appendix A - Supplemental Sheet for Nonproject Actions*.

3. WATER

a. Surface:

- 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, and wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.**

The Lake Stevens School District is characterized by a variety of surface water bodies. The individual water bodies that are in close proximity to proposed projects included in the CFP have been or would be identified during project-level environmental review. When necessary, detailed studies of surface water regimes and flow patterns would be conducted, and the findings of such studies would be incorporated into the site designs of the individual projects. Adoption of the CFP will not, and it is not anticipated that any project described in the CFP would, cause any significant adverse unavoidable impact.

- 2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.**

The proposed projects included in the CFP could require work within 200 feet of the surface waters located in the Lake Stevens School District. All local project

approval requirements would be satisfied and evaluated at project-specific environmental review.

- 3) **Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.**

Specific information in regard to quantities and placement of fill or dredge material, resulting from the proposed projects contained in the CFP, would be provided during project-specific environmental review. All applicable local regulations regarding quantity and placement of dredge and fill material would be satisfied for all of the individual projects. All projects would be subject to local project review processes. Adoption of the CFP will not, and it is not anticipated that any project described in the CFP will, cause any significant adverse unavoidable impact.

- 4) **Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.**

Any surface water withdrawals or diversions made in connection with the proposed projects outlined in the CFP would be addressed during project-specific environmental review.

- 5) **Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.**

If any of the projects proposed in the CFP are located in a floodplain area, then they would be required to meet all applicable regulations addressing flood hazard areas through project-specific environmental review.

- 6) **Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.**

Waste material disposal methods required for specific projects included in the CFP would be addressed during project-level environmental review. Adoption of the CFP will not, and it is not anticipated that any project described in the CFP will, cause any significant adverse unavoidable impact. For greater detail please see *Appendix A - Supplemental Sheet for Nonproject Actions*.

b. Ground:

- 1) **Will ground water be withdrawn, or will water be discharged to ground water? Give general description, purpose, and approximate quantities if known.**

Individual projects proposed by the CFP may withdraw or discharge to groundwater resources. Any potential impacts on groundwater resources would be identified during project-specific environmental review. Each project is

subject to local jurisdiction regulations regarding groundwater resources and would be compliant with such regulations. For more detail please see *Appendix A - Supplemental Sheet for Nonproject Actions*.

- 2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals...; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

Discharges of waste material associated with proposed individual projects included in the CFP would be addressed during project-specific environmental review.

c. Water Runoff (including storm water):

- 1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

Individual projects included in the CFP may have various effects on stormwater runoff quantities and rates. These effects would be identified during project-specific environmental review. All proposed projects would be subject to local stormwater regulations and would be compliant as such.

- 2) Could waste materials enter ground or surface waters? If so, generally describe.

The impacts of specific projects included in the CFP on potential ground or surface water discharges would be addressed during project-specific environmental review. Each project would be subject to all applicable regulations regarding discharges to ground or surface water. For greater detail please see *Appendix A - Supplemental Sheet for Nonproject Actions*.

d. Proposed measures to reduce or control surface, ground, and runoff water impacts, if any:

Proposed measures to reduce or control surface runoff attributable to the individual projects included in the CFP would be addressed during project-specific environmental review. All jurisdictional regulation requirements would be satisfied.

4. PLANTS

a. Check or circle types of vegetation found on the site:

- deciduous tree: alder, maple, aspen, other: _____
- evergreen tree: fir, cedar, pine, other: _____
- shrubs

- grass
 pasture
 crop or grain
 wet soil plants: cattail, buttercup, bulrush, skunk cabbage, other: _____
 water plants: water lily, eelgrass, milfoil, other: _____
 other types of vegetation: domestic vegetation

A variety of plant communities exist within the Lake Stevens School District boundaries. Vegetation types located at specific project sites included in the CFP would be identified during project-specific environmental review. Any potential wet soil plants would be identified at the project specific environmental review.

b. What kind and amount of vegetation will be removed or altered?

Some of the projects proposed in the CFP may require removal or alteration of vegetation. The specific alterations to vegetation on the sites of individual projects would be identified during project-specific environmental analysis.

c. List threatened or endangered species known to be on or near the site, if any:

The specific impacts to threatened or endangered species by any of the proposed projects in the CFP have been or would be identified during project-specific environmental analysis. The proposed projects would be compliant with all applicable regulations regarding threatened and endangered species.

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

Proposed landscaping and other measures to preserve or enhance vegetation on the sites included in the CFP would be identified during project-specific environmental review. All projects would be subject to local jurisdiction project review, and the landscaping requirements implied therein.

5. ANIMALS

a. Circle any birds and animals which have been observed on or near the site or are known to be on or near the site:

- birds: hawk, heron, eagle, songbirds, other: _____
mammals: deer, bear, elk, beaver, other: _____
fish: bass, salmon, trout, herring, shellfish, other: _____

A wide variety of wildlife exists in the Lake Stevens School District. Inventories of existing species observed on the proposed sites included in the CFP would be conducted during project-level environmental review.

b. List any threatened or endangered species known to be on or near the site.

The specific impacts to threatened or endangered species by any of the proposed projects in the CFP would be identified during project-level environmental review. The proposed projects would be compliant with all regulations regarding threatened and endangered species.

c. Is the site part of a migration route? If so, explain.

Impacts on migration routes by the proposed projects included in the CFP have been or would be identified during project-level environmental review.

d. Proposed measures to preserve or enhance wildlife, if any:

Measures to preserve or enhance wildlife would be identified and determined during project-level environmental analysis.

6. ENERGY AND NATURAL RESOURCES

a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

The State Board of Education requires a life cycle cost analysis be conducted for all heating, lighting, and insulation systems, prior to permitting of specific school projects. The identification of project energy needs has been or would be done during project-specific environmental review.

b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.

The impacts of proposed projects included in the CFP, on the use of solar energy by adjacent properties, have been or would be identified during project-specific environmental review.

c. What kinds of energy conservation features are included in the plans of this proposal? List of other proposed measures to reduce or control energy impacts, if any:

Projects included in the CFP have been or would be required to complete a life cycle cost analysis. Other conservation measures have been or would be identified during project-specific environmental review.

7. ENVIRONMENTAL HEALTH

a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so describe.

For a detailed discussion, see *Appendix A - Supplemental Sheet for Nonproject Actions*.

1) Describe special emergency services that might be required.

Special emergency services have been or would be identified during project-specific environmental review. For greater detail, see *Appendix A - Supplemental Sheet for Nonproject Actions*.

2) Proposed measures to reduce or control environmental health hazards, if any:

Safety procedures and programs are part of the school's emergency programs for both existing and proposed school facilities. Projects included in the CFP would comply with all current codes, regulations, and rules. Individual projects have been or would be subject to environmental review, and the local project approval process.

b. Noise

1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, aircraft, other)?

Various noise sources exist within the Lake Stevens School District boundaries. The specific noise sources that may affect individual projects included in the CFP have been or would be identified during project-specific environmental review.

2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.

Short-term noise impacts associated with construction would exist for future projects included in the CFP. Long-term noise impacts associated with individual projects included in the CFP have been or would be identified through project-specific environmental review. Adoption of the CFP will not, and it is not anticipated that any project described in the CFP will, cause any significant adverse unavoidable impact. See *Appendix A - Supplemental Sheet for Nonproject Actions*.

3) Proposed measures to reduce or control noise impacts, if any:

Mitigation measures to reduce or control project-generated noise impacts have been or would be analyzed during project-specific environmental review. All projects would be subject to all applicable regulations regarding noise and would be compliant as such.

8. LAND AND SHORELINE USE

a. What is the current use of the site and adjacent properties?

There are various land uses throughout the District's boundaries. Schools are a common feature in local neighborhoods. Specific land use designations that apply to individual sites included in the CFP would be identified during project-specific environmental review.

b. Has the site been used for agriculture? If so, describe.

Existing school sites have not recently been used for agriculture. A historical review would be conducted for proposed sites, in conjunction with project-specific environmental review.

c. Describe any structures on the site.

A brief description of existing school facilities is included in Section 4 of the CFP. Proposed structures, located on the proposed sites, have been or would be described in detail during the project-specific environmental review. See *2012-2017 Capital Facilities Plan*.

d. Will any structures be demolished? If so, what?

The remodeling and renovation of school structures may involve demolition of existing structures; any potential demolition would be reviewed for hazardous material removal. Any demolition of structures has been or would be identified during project-specific environmental review.

e. What is the current zoning classification of the site?

Projects in the Lake Stevens School District are, and would be, located in various zoning classifications under applicable local zoning codes. Current zoning classifications, at the time of project application, would be identified at the time of project-specific environmental review.

f. What is the current comprehensive plan designation of the site?

Projects included in the CFP are located within various Comprehensive Plan designations. Comprehensive plan designations would be identified at the time of project-specific environmental review.

g. If applicable, what is the current shoreline master program designation of the site?

Shoreline master program designations of the proposed project sites included in the CFP have been or would be identified during project-specific environmental review.

- h. Has any part of the site been classified as an "environmentally sensitive" area? If so, specify.**

Any environmentally sensitive areas located on District project sites have been or would be identified during the project-specific environmental review.

- i. Approximately how many people would reside or work in the completed project?**

Current employment in the District as of June, 2012 is as follows;

- Certificated 418
- Administrators 23
- Non Represented 41
- Classified 377

- j. Approximately how many people would the completed project displace?**

Any displacement of people caused by the projects proposed in the CFP has been or would be identified during project-specific environmental review.

- k. Proposed measures to avoid or reduce displacement impacts, if any:**

Projects included in the CFP would be subject to project-specific environmental review and local approval, when appropriate. Proposed mitigating measures would be identified at that time.

- l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:**

The CFP is intended to identify facilities needed to accommodate student population growth anticipated by the land use elements of the County, Everett and Mill Creek's Comprehensive Plans. Under the GMA, these jurisdictions are required to reassess the land use element of their comprehensive plans, if probable funding falls short of meeting existing needs. Reassessment undertaken is to ensure that the land use element, capital facilities plan elements and financing plan are coordinated and consistent.

The compatibility of the specific projects included in the CFP with existing uses and plans has been or would be assessed as part of the comprehensive planning process, and during project-specific environmental review, when appropriate.

In accordance with GMA mandates and Chapter 30.66C SCC, this CFP contains the following elements:

- Future enrollment forecasts for each grade span (elementary, middle and high).
- An inventory of existing facilities owned by the District.
- A forecast of the future facility needs for capital facilities and school sites, distinguishing between existing and projected deficiencies.

- The proposed capacities of expanded or new capital facilities.
- A financing program (minimum 6-year planning horizon).
- A schedule of impact fees (proposed), and support data.

In developing this CFP, the plan performance criteria of Appendix F of the Snohomish County General Policy Plan were used as follows:

- Information was obtained from recognized sources, such as the U.S. Census or the Puget Sound Regional Council. In addition, District generated data derived through statistically reliable methodologies was used. The information is consistent with the State Office of Financial Management (OFM) population forecasts used in the General Policy Plan.
- The CFP complies with the provisions of RCW 36.70A (Growth Management Act) and RCW 82.02.
- The calculation methodology for impact fees meets the conditions and tests of RCW 82.02. The District proposes the use of impact fees for funding its capital projects and facilities. In future CFP updates, the District intends to update alternative funding sources in the event that impact fees are not available due to action by the State, County or the cities within their district boundaries.
- The district has available three major sources of project financing: bonds, state match funds and school impact fees. Bonds are typically used to fund construction of new schools and require a 60% voter approval. They are then retired through property taxes. State match funds come from the common school construction fund. Bonds are sold on behalf of the funds then retired from revenues acquired predominantly from the sale of renewable resources from State school loans set aside by Enabling Act of 1889. To qualify, schools must meet state-established criteria of need. School impact fees are usually collected by the permitting agency at the time building permits are issued.

Housing projects in the Cities of Marysville and Lake Stevens and unincorporated Snohomish County are required to mitigate impacts to the District by voluntary mitigation agreements based on the anticipated impacts of each specific project.

9. HOUSING

a. Approximately how many units would be provided, if any?

No housing units would be provided in connection with the completion of the projects included in the CFP.

b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.

The impacts of the projects proposed in the CFP on existing housing units have been or would be identified at the time of project-specific environmental analysis.

c. Proposed measures to reduce or control housing impacts, if any:

Measures to reduce or control any housing impacts caused by the projects included in the CFP have been or would be addressed during project-specific environmental review.

10. AESTHETICS

- a. **What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?**

The design elements of the projects included in the CFP have been or would be addressed during project-specific environmental review.

- b. **What views in the immediate vicinity would be altered or obstructed?**

The aesthetic impacts of the projects included in the CFP have been or would be identified during project-specific environmental review.

- c. **Proposed measures to reduce or control aesthetic impacts, if any:**

Appropriate measures to reduce or control the aesthetic impacts of the projects included in the CFP have been or would be identified on a project-specific basis. Jurisdictional design requirements would be satisfied during project review.

11. LIGHT AND GLARE

- a. **What type of light or glare will the proposal produce? What time of day would it mainly occur?**

The light or glare impacts of the projects included in the CFP have been or would be identified during project-specific environmental review.

- b. **Could light or glare from the finished project be a safety hazard or interfere with views?**

The light or glare impacts of the projects included in the CFP have been or would be identified during project-specific environmental review when appropriate.

- c. **What existing off-site sources of light or glare may affect your proposal?**

Off-site sources (such as land use generators and traffic) of light or glare that may affect projects included in the CFP have been or would be identified during project-specific environmental review, when appropriate.

- d. **Proposed measures to reduce or control light and glare impacts, if any:**

Proposed measures to reduce or control light and glare impacts have been or would be identified during project-specific environmental review.

12. RECREATION

- a. **What designated and informal recreational opportunities are in the immediate vicinity?**

There are numerous formal and informal recreational facilities within the Lake Stevens School District. These include facilities both on and in the vicinity of District facilities.

- b. **Would the proposed project displace any existing recreational uses? If so, describe.**

The recreational impacts of the projects included in the CFP have been or would be addressed during project-specific environmental review. The proposed projects included in the CFP, once completed, may enhance recreational opportunities and uses that exist on school sites.

- c. **Proposed measures to reduce or control impacts on recreation, including opportunities to be provided by the project or applicant, if any:**

Recreational impacts of the projects included in the CFP have been or would be subject to mitigation during project-specific environmental review. School sites provide opportunities for public use throughout the District's boundaries.

13. HISTORIC AND CULTURAL PRESERVATION

- a. **Are there any places or objects listed on, or proposed for, national, state, or local preservation registers known to be on or next to the site? If so, generally describe.**

There are no known places or objects listed on or proposed for such registers on the sites of the projects included in the CFP. The existence of historic and cultural resources on or next to the proposed sites included in the CFP has been or would be identified in more detail during project-specific environmental review.

- b. **Generally describe any landmarks or evidence of historic, archaeological, scientific, or cultural importance known to be on or next to the site?**

An inventory of historical sites at or near the sites of the projects included in the CFP has been or would be developed during project-specific environmental review.

- c. **Proposed measures to reduce or control impacts, if any:**

If any landmarks or evidence of historic, archaeological, scientific, or cultural importance were to be discovered during project-specific review, the State Historic Preservation Officer would be contacted.

14. TRANSPORTATION

- a. **Identify public streets and highways serving the site, and describe proposed access to the existing street system. Show on site plans, if any.**

The impact on public streets and highways of the individual projects included in the CFP has been or would be identified during project-specific environmental review.

- b. **Is site currently served by public transit? If not, what is the approximate distance to the nearest transit stop?**

The relationship between the specific projects included in the CFP and public transit has been or would be identified during project-specific environmental review. The District does provide school bus service to their facilities, and the need for service has or would be evaluated during project-specific review. Transit facilities are located throughout the District's boundaries.

- c. **How many parking spaces would the completed project have? How many would the project eliminate?**

An inventory of parking spaces located at the sites of the projects included in the CFP, and the impacts of specific projects on parking availability, has been or would be conducted during project-specific environmental review.

- d. **Will the proposal require any new roads or streets, or improvements to existing roads or streets, not including driveways? If so, generally describe (indicate whether public or private).**

The need for new streets or roads, or improvements to existing streets or roads has been or would be addressed during project-specific environmental review.

- e. **Will the project use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.**

Use of water, rail or air transportation has been or would be addressed during project-specific environmental review, when appropriate.

- f. **How many vehicular trips per day would be generated by the completed project? If known, indicate when peak volumes would occur.**

The traffic impacts of the projects included in the CFP have been or would be addressed during project-specific environmental review.

- g. **Proposed measures to reduce or control transportation impacts, if any:**

The mitigation of traffic impacts associated with the projects included in the CFP has been or would be addressed during project-specific environmental review. Identified mitigation would be consistent with the local permitting jurisdiction requirements for transportation mitigation and concurrency.

15. PUBLIC SERVICES

- a. **Would the project result in an increased need for public services (for example: fire protection, police protection, health care, schools, other)? If so, generally describe:**

The District does not anticipate that the projects identified in the CFP would substantially increase the need for public services. Actual needs would be evaluated at project-specific environmental review.

The CFP is intended to provide the District, Snohomish County, the City of Everett, Mill Creek, and other jurisdictions a description of facilities needed to accommodate projected student enrollment at acceptable levels of service through the year 2015. It also provides a more detailed schedule and financing program for capital improvements over the six-year period 2012-2017. The capital facilities financing plan is outlined in the CFP (page 6-3). Funding sources include General Obligation Bonds, State Match Funds, and School Impact Fees. See *Appendix B - 2012-2017 Capital Facilities Plan*.

- b. **Proposed measures to reduce or control direct impacts on public services, if any.**

New school facilities would be built with automatic security systems, fire alarms, smoke alarms, heat sensors, and sprinkler systems. Other measures to reduce or control impacts to public services would be identified at the project-specific level of environmental review.

16. UTILITIES

- a. **Circle utilities currently available at the site:** electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other:

Electricity, natural gas, water, refuse service, and telephone are available at the sites of the projects proposed in the CFP. Sanitary sewer utilities are either available at the sites, or the District would apply for approval of alternative sewage disposal systems/procedures. The types of utilities available at specific project sites have been or would be addressed in more detail during project-specific environmental review.

- b. **Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.**

Utility revisions and construction have been or would be identified during project-specific environmental review when appropriate.

C. SIGNATURE

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: Reid Jacoby
Date submitted: 6/18/2012

Appendix A

Supplemental Sheet for Nonproject Actions

D. SUPPLEMENTAL SHEET FOR NON-PROJECT ACTIONS

(Do not use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. **How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?**

The Capital Facilities Plan (CFP) identifies school facilities to be constructed, renovated, and remodeled. There would be some environmental impacts associated with these activities. Additional impervious surfaces, such as roofs, parking lots, sidewalks, access roads, and playgrounds could increase stormwater runoff, which could enter surface or ground waters. Heating systems, emergency generators, and other school construction equipment could result in air emissions. The projects included in the CFP most likely would not require the production, storage, or release of toxic or hazardous substances, with the possible exception of the storage of diesel fuel or gasoline for emergency generation equipment. The District does not anticipate a significant increase in the production of noise from its facilities, with the possible exception of noise production due to short-term construction activities or the presence of additional students on a site. Construction impacts related to noise and air would be short term and are not anticipated to be significant.

Proposed measures to avoid or reduce such increases are:

Proposed measures to mitigate any such increases described above have been or would be addressed during project-specific environmental review. Stormwater detention and runoff would meet all applicable County, State and/or local requirements, and may be subject to National Pollutant Discharge Elimination System ("NPDES") permitting requirements. Discharges to air would meet applicable air pollution control requirements. Any fuel storage would be done in accordance with all applicable regulations.

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

The projects included in the CFP may require clearing plants off of the building sites and a loss of animal habitat. Because some sites for the remodeling and renovation projects included in the CFP are already developed, lost habitat resulting from these projects should be minimal. These impacts have been or would be addressed in more detail during project-specific environmental review. This would include researching the State register for any threatened or endangered species that may exist on a school site or in the vicinity.

Proposed measures to protect or conserve plants, animals, fish, or marine life are:

Specific measures to protect and conserve plants, animals, fish, and birds have been or would be identified during project-specific environmental review. The District would work directly with the permitting agency to minimize impacts and potentially provide mitigation measures for plants and animals. All applicable regulations would be satisfied. The District has incorporated many ecological programs into their curriculum.

3. How would the proposal be likely to deplete energy or natural resources?

The construction of the projects included in the CFP would require the consumption of energy. The consumption would be related to short-term construction impacts as well as projects at completion.

Proposed measures to protect or conserve energy and natural resources are:

The projects included in the CFP would be constructed in accordance with applicable energy efficiency standards. This would also include the completion of the life-cycle cost analysis, as required by the State Board of Education.

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

The CFP and proposed individual projects would analyze these potential impacts on a project-specific level.

Proposed measures to protect such resources or to avoid or reduce impacts are:

Appropriate measures to protect environmentally sensitive areas have been or would be implemented through the process of project-specific environmental review. Updates of this CFP would be coordinated with permitting agencies as part of the GMA process. One of the purposes of the GMA is to protect environmentally

sensitive areas. The District's facilities planning process is part of the overall growth management planning process. Environmentally sensitive resources are more likely to be protected, with the extent of the District's CFP process. Future projects would comply with permitting regulations regarding environmentally sensitive areas.

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

The CFP would not have any impact on land or shoreline uses that are incompatible with existing comprehensive plans, land use codes, or shoreline management plans. The District does not anticipate that the CFP, or the projects contained therein, would directly affect land and shoreline uses in the area served by the District.

Proposed measures to avoid or reduce shoreline and land use impacts are:

No measures to avoid or reduce land use impacts resulting from the CFP, or the projects included, are proposed at this time. To the extent the District's facilities planning process is part of the overall growth management planning process, land use impacts or conflicts should be minimized.

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

The proposal should not create substantial new demands for transportation. The projects included in the CFP may create an increase in traffic near District facilities. The construction of the facilities included in the CFP may result in minor increases in the demand for public services and utilities, such as fire and police protection, and water, sewer and electric utilities. None of these impacts is likely to be significant. The impacts on transportation, public services and utilities of the projects included in the CFP would be addressed during project-level environmental review.

Proposed measures to reduce or respond to such demand(s) are:

Any proposed measures to reduce demands on transportation, public services or utilities have been or would be done at the project-specific level. Requirements of the permitting jurisdiction would be complied with, as well as a review of concurrency requirements.

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

The CFP would not conflict with any laws or requirements for the protection of the environment. The Washington Growth Management Act (the GMA) outlines 13 broad goals, including adequate provision of necessary public facilities and services. Schools are among these necessary facilities and services. The public school districts serving Snohomish County residents have developed capital facilities plans to satisfy

the requirements of RCW 36.70A.070, and to identify additional school facilities necessary to meet the educational needs of the growing student populations anticipated in their districts.

Appendix B
2012-2017
Capital Facilities Plan

INCORPORATED BY REFERENCE.

COPIES AVAILABLE FOR REVIEW BY CONTACTING LAKE STEVENS SCHOOL DISTRICT

Appendix H

Education Program Standards – Verification

Education Program Standards – Verification

Over the past three school years the state Legislature has reduced funding used to maintain lower K-4 class sizes. For the 2011-2012 school year, this funding was eliminated entirely. As a result, class sizes in Lake Stevens classrooms have increased to above the minimum level of service in more than 50% of classrooms at the elementary level. This in no way reflects on the facilities' ability to house students, but is instead tied to funding for instructional programs. As level of service standards are adjusted to address this lack of funding, or as the funding is returned to previous levels, it is expected that a majority of elementary classrooms will again meet the minimum level of service. The District continues to meet the minimum level of service in totality.

	Grade Span	# Classrooms	# Classrooms Exceeding Class Size Guidelines
<u>Elementary Level</u>			
Glenwood Elementary	K-5	27	16
Highland Elementary	K-5	25	13
Hillcrest Elementary	K-5	23	16
Mt. Pilchuck Elementary	K-5	23	13
Skyline Elementary	K-5	27	8
Sunnycrest Elementary	K-5	30	15
Totals		155	81
Meeting LOS			48%
<u>Middle Level</u>			
Lake Stevens Middle	6-7	40	2
North Lake Middle	6-7	47	0
Cavelero Mid-High	8-9	60	1
Totals		147	3
Meeting LOS			98%
Lake Stevens High School	10-12	69	5
Meeting LOS			93%
District Totals		371	89
Meeting LOS			76%

LAKEWOOD SCHOOL DISTRICT NO. 306

CAPITAL FACILITIES PLAN

2012-2017

APPROVED:

SEPTEMBER 19, 2012

LAKEWOOD SCHOOL DISTRICT NO. 306

CAPITAL FACILITIES PLAN

2012-2017

BOARD OF DIRECTORS

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SUPERINTENDENT

DR. DENNIS HADDOCK

For information regarding the Lakewood School District Capital Facilities Plan, contact the Office of the Superintendent, Lakewood School District, P.O. Box 220, North Lakewood, WA 98259-0220. Tel: (360) 652-4500 or Fax: (360) 652-4502.

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INTRODUCTION

A. Purpose of the Capital Facilities Plan

The Washington State Growth Management Act (the “GMA”) includes schools in the category of public facilities and services. School districts have adopted capital facilities plans to satisfy the requirements of the GMA and to identify additional school facilities necessary to meet the educational needs of the growing student populations anticipated in their districts.

The Lakewood School District (the “District”) has prepared this Capital Facilities Plan (the “CFP”) to provide Snohomish County (the “County”) and the cities of Arlington and Marysville with a description of facilities needed to accommodate projected student enrollment and a schedule and financing program for capital improvements over the next six years (2012-2017).

In accordance with the Growth Management Act, adopted County Policy, the Snohomish County Ordinance Nos. 97-095 and 99-107, the City of Arlington Ordinance No. 1263, and the City of Marysville Ordinance Nos. 2306 and 2213, this CFP contains the following required elements:

- Future enrollment forecasts for each grade span (elementary, middle, and high school).
- An inventory of existing capital facilities owned by the District, showing the locations and capacities of the facilities.
- A forecast of the future needs for capital facilities and school sites.
- The proposed capacities of expanded or new capital facilities.
- A six-year plan for financing capital facilities within projected funding capacities, which clearly identifies sources of public money for such purposes. The financing plan separates projects and portions of projects which add capacity from those which do not, since the latter are generally not appropriate for impact fee funding.
- A calculation of impact fees to be assessed and supporting data substantiating said fees.

In developing this CFP, the District followed the following guidelines set forth in the Snohomish County General Policy Plan:

- Districts should use information from recognized sources, such as the U.S. Census or the Puget Sound Regional Council. School districts may generate their own data if it is derived through statistically reliable methodologies. Information must not be inconsistent with Office of Financial Management (“OFM”) population forecasts. Student generation rates must be independently calculated by each school district.
- The CFP must comply with the GMA.
- The methodology used to calculate impact fees must comply with the GMA. The CFP must identify alternative funding sources in the event that

impact fees are not available due to action by the state, county or cities within the District.

- The methodology used to calculate impact fees also complies with the criteria and the formulas established by the County.

B. Overview of the Lakewood School District

The Lakewood School District is located along Interstate 5, north of Marysville, Washington, primarily serving unincorporated Snohomish County and a part of the City of Arlington and the City of Marysville. The District is bordered on the south by the Marysville School District, on the west and north by the Stanwood School District, and on the east by the Arlington School District.

The District serves a student population of 2,288 (October 1, 2011 FTE Enrollment) with three elementary schools, one middle school, and one high school.

SECTION 2 DISTRICT EDUCATIONAL PROGRAM STANDARDS

School facility and student capacity needs are dictated by the types and amounts of space required to accommodate the District's adopted educational program. The educational program standards which typically drive facility space needs include grade configuration, optimum facility size, class size, educational program offerings, classroom utilization and scheduling requirements, and use of relocatable classroom facilities (portables), as well as specific and unique physical structure needs required to meet the full access needs of students with special needs.

In addition to factors which affect the amount of space required, government mandates and community expectations may affect how classroom space is used. Traditional educational programs offered by school districts are often supplemented by nontraditional, or special programs such as special education, expanded bilingual education, remediation, migrant education, alcohol and drug education, AIDS education, preschool and daycare programs, computer labs, music programs, and others. These special or nontraditional educational programs can have a significant impact on the available student capacity of school facilities, and upon planning for future needs.

Special programs offered by the District at specific school sites include, but are not limited to:

Lakewood Elementary School (Preschool through 5th Grades)

- Bilingual Education Program
- Title I Remedial Services Program
- P – 5th Grade Counseling Services
- Speech and Language Disorder Therapy Program
- Early Childhood Education and Assistance Program (ECEAP)
- Developmentally Delayed Preschool Program - Ages 3 to 5
- K-5th Grade Special Education Resource Room Program
- Learning Assistance Program - Remedial Services
- Occupational Therapy Program
- K-5th Grade Autism Program

English Crossing Elementary School (Kindergarten through 5th Grades)

- K through 5th Grade Special Education Resource Room Program
- Bilingual Education Program
- K – 5th Grade Counseling Services
- Speech and Language Disorder Therapy Program
- Learning Assistance Program - Tutorial Services

- Occupational Therapy Program
- Special Education EBD Program

Cougar Creek Elementary School (Kindergarten through 5th Grades)

- Bilingual Education Program
- Title I Remedial Services Program
- Speech and Language Disorder Therapy Program
- Learning Assistance Program – Remedial Services (Learning Lab)
- Occupational Therapy Program
- K – 5th Grade Special Education Resource Room Program
- K – 5th Grade Special Education Life Skills Program (serves all K-5 schools)
- K – 5th Grade Counseling Services
- 3 – 5th Highly Capable/Enrichment Program (serves grades 3-5 district-wide)

Lakewood Middle School (6th through 8th Grades)

- Speech and Language Disorder Therapy Program
- 6th-8th Grade Special Education Resource and Inclusion Program
- Bilingual Education Program
- Learning Assistance Program - Tutorial Services
- Occupational Therapy Program
- 6th – 8th Grade Counseling Services

Lakewood High School

- 9th-12th Grade Special Education Resource Room and Transition Program
- 6th-12th Grade Special Education Life Skills Program
- Bilingual Education Program
- Occupational Therapy Program
- Speech and Language Disorder Program
- 9th – 12th Grade Counseling Program

Variations in student capacity between schools may result from the special or nontraditional programs offered at specific schools. Some students, for example, leave their regular classroom for a short period of time to receive instruction in these special programs. Schools recently added to the District’s inventory have been designed to accommodate many of these programs. However, existing schools often require space modifications to accommodate special programs,

and in some circumstances, these modifications may affect the overall classroom capacities of the buildings.

District educational program standards may change in the future as a result of changes in the program year, special programs, class sizes, grade span configurations, use of new technology, and other physical aspects of the school facilities. The school capacity inventory will be reviewed periodically and adjusted for any changes to the educational program standards. These changes will also be reflected in future updates of this Capital Facilities Plan.

The District educational program standards which directly affect school capacity are outlined below for the elementary, middle, and high school grade levels.

Educational Program Standards For Elementary Schools

- Class size for grades K – 4th will not exceed 26 students.
- Class size for grades 5th – 8th will not exceed 28 students.
- All students will be provided library/media services in a school library.
- Special Education for students may be provided in self-contained or specialized classrooms.
- All students will be provided music instruction in a separate classroom.
- All students will have scheduled time in a computer lab. Each classroom will have access to computers and related educational technology.
- Optimum design capacity for new elementary schools is 475 students. However, actual capacity of individual schools may vary depending on the educational programs offered.
- All students will be provided physical education instruction in a gym or in a multipurpose room.

Educational Program Standards For Middle and High Schools

- Class size for middle school grades will not exceed 28 students.
- Class size for high school grades will not exceed 30 students.
- As a result of scheduling conflicts for student programs, the need for specialized rooms for certain programs, and the need for teachers to have a work space during planning periods, it is not possible to achieve 100% utilization of all regular teaching stations throughout the day. In updating this Capital Facility Plan, a building review of classroom use was conducted in order to reflect the actual classroom utilization in the high school and middle school. Therefore, classroom capacity should be adjusted using a utilization factor of 86% at the middle school and 83% at the high school to reflect the use of classrooms for teacher planning. Special Education for students will be provided in self-contained or specialized classrooms.
- All students will have access to computer labs. Each classroom is equipped with access to computers and related educational-technology.

- Identified students will also be provided other nontraditional educational opportunities in classrooms designated as follows:
 - Counseling Offices
 - Resource Rooms (i.e. computer labs, study rooms)
 - Special Education Classrooms
 - Program Specific Classrooms (i.e. music, drama, art, physical education, Industrial Arts and Agricultural Sciences).
- Optimum design capacity for new middle schools is 600 students. However, actual capacity of individual schools may vary depending on the educational programs offered.
- Optimum design capacity for new high schools is 800 students. However, actual capacity of individual schools may vary depending on the educational programs offered.

Minimum Educational Service Standards

The District will evaluate student housing levels based on the District as a whole system and not on a school by school or site by site basis. This may result in portable classrooms being used as interim housing, attendance boundary changes or other program changes to balance student housing across the system as a whole. A boundary change or a significant programmatic change would be made by the District’s Board of Directors following appropriate public review and comment.

The District has set minimum educational service standards based on several criteria. Exceeding these minimum standards will trigger significant changes in program delivery. Minimum standards have not been met if, on average using current FTE figures: K-4 classrooms have 26 or more students per classroom, 5-8 classrooms have 28 or more students per classroom, or 9-12 classrooms have 30 or more students per classroom. For purposes of this determination, the term “classroom” does not include special education classrooms or special program classrooms (i.e. computer labs, art rooms, chorus and band rooms, spaces used for physical education and other special program areas). Furthermore, the term “classroom” does not apply to special programs or activities that may occur in a regular classroom. The minimum educational service standards are not District’s desired or accepted operating standard.

The District reported the following information to Snohomish County in 2011 to demonstrate compliance with the minimum educational service standards:

LOS Standard	MINIMUM LOS# Elementary	CURRENT LOS Elementary	MINIMUM LOS Middle	CURRENT LOS Middle	MINIMUM LOS High	CURRENT LOS High
Lakewood No. 306	26	17	28	24	30	29

The District determines the minimum service level by adding the number of students in regular classrooms at each grade level and dividing that number by the number of teaching stations.

**SECTION 3
CAPITAL FACILITIES INVENTORY**

The facilities inventory serves to establish a baseline for determining the facilities necessary to accommodate future demand (student enrollment) at acceptable levels of service. This section provides an inventory of capital facilities owned and operated by the District including schools, relocatable classrooms, undeveloped land, and support facilities. Facility capacity is based on the space required to accommodate the District’s adopted educational program standards. See Section 2. Attached as Figure 1 (page 3) is a map showing locations of District facilities.

A. Schools

The District maintains three elementary schools, one middle school, and one high school. Lakewood Elementary School accommodates grades K-2, Cougar Creek Elementary School accommodates grades K-5, and English Crossing Elementary School accommodates grades 3-5. Lakewood Middle School serves grades 6-8, and Lakewood High School serves grades 9-12.

School capacity was determined based on the number of teaching stations within each building and the space requirements of the District’s adopted educational program. It is this capacity calculation that is used to establish the District’s baseline capacity, and to determine future capacity needs based on projected student enrollment. The school capacity inventory is summarized in Table 1.

Relocatable classrooms are not viewed by the District as a solution for housing students on a permanent basis. Therefore, these facilities were not included in the school capacity calculations provided in Table 1.

**Table 1
School Capacity Inventory**

Elementary School	Site Size (Acres)	Building Area (Square Feet)	Teaching Stations	Permanent Capacity	Year Built or Remodeled
English Crossing	*	41,430	18	479	1994
Cougar Creek	10**	44,217	19	500	2003
Lakewood	*	45,400	16	416	1998/1997
TOTAL	*	131,047	53	1,395	

Middle School	Site Size (Acres)	Building Area (Square Feet)	Teaching Stations	Permanent Capacity	Year Built or Remodeled
Lakewood Middle	*	62,835	25	602	1971, 1994, and 2002

High School	Site Size (Acres)	Building Area (Square Feet)	Teaching Stations	Permanent Capacity	Year Built or Remodeled
Lakewood High	*	79,422	24	598	1982

*Note: All facilities are located on one 89-acre campus located at Tax Parcel No. 31053000100300.

**The Cougar Creek site is approximately 22 acres located at 16216 11th Ave NE, Arlington, WA 98223. Note that the presence of critical areas on the site does not allow full utilization at this site.

B. Relocatable Classrooms

Relocatable classrooms are used on an interim basis to house students until funding can be secured to construct permanent classrooms. The District currently uses 29 relocatable classrooms at various school sites throughout the District to provide additional interim capacity. A typical relocatable classroom can provide capacity for a full-size class of students. Current use of relocatable classrooms throughout the District is summarized in Table 2. Table 2 includes only those relocatable classrooms used for regular capacity purposes.

**Table 2
Relocatable Classroom (Portable) Inventory**

Elementary School	Relocatables	Interim Capacity
English Crossing	5	135
Cougar Creek	0	0
Lakewood	7	182
SUBTOTAL	12	317

Middle School	Relocatables	Interim Capacity
Lakewood Middle	10*	241
SUBTOTAL	10	241

High School	Relocatables	Interim Capacity
Lakewood High	7	174
SUBTOTAL	7	174

TOTAL	29	732
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*Six of the ten relocatables at the middle school level are unusable due to condition. These relocatables will be replaced in 2012 and allow a continued total number of ten relocatables at the middle school level.

C. Support Facilities

In addition to schools, the District owns and operates additional facilities which provide operational support functions to the schools. An inventory of these facilities is provided in Table 3.

**Table 3
Support Facility Inventory**

Facility	Building Area (Square Feet)
Administration	1,384
Business and Operations	1,152
Storage	2,456
Bus Garage	5,216
Maintenance Shop	4,096
Stadium	14,500

D. Land Inventory

The District does not own any sites which are developed for uses other than schools and/or which are leased to other parties.

**SECTION 4
STUDENT ENROLLMENT PROJECTIONS**

The District’s October 1, 2011 FTE enrollment was 2,288. Enrollment projections are most accurate for the initial years of the forecast period. Moving further into the future, more assumptions about economic conditions and demographic trends in the area affect the projection. Monitoring birth rates in Snohomish County and population growth for the area are essential yearly activities in the ongoing management of the capital facilities plan. In the event that enrollment growth slows, plans for new facilities can be delayed. It is much more difficult, however, to initiate new projects or speed projects up in the event enrollment growth exceeds the projection.

A. Six Year Enrollment Projections

Two enrollment forecasts were conducted for the District: an estimate by the Office of the Superintendent of Public Instruction (OSPI) based upon the cohort survival method; and an estimate based upon County population as provided by OFM (“ratio method”).

Based on the cohort survival methodology, a total of 2,179 FTE students are expected to be enrolled in the District by 2017, a decrease from the October 2011 enrollment levels. Notably, the cohort survival method does not anticipate new students from new development patterns. This is particularly true of new development resulting from annexation and rezoning (both of which have recently occurred in the City of Marysville).

OFM population-based enrollment projections were estimated for the District using OFM population forecasts for the County. The County provided the District with the estimated total population in the District by year. Between 1990 and 2011, the District’s student enrollment constituted approximately 18.15% of the total population in the District. Assuming that between 2012 and 2017, the District’s enrollment will continue to constitute 18.15% of the District’s total population and using OFM/County data, OFM/County methodology projects a total enrollment of 2,743 FTEs in 2017.

**Table 4
Projected Student Enrollment
2012-2017**

Projection	Oct. 2011*	2012	2013	2014	2015	2016	2017	Change 2012-17	Percent Change 2012-17
OFM/County	2,288	2,363	2,438	2,513	2,588	2,663	2,743	455	19.89%
OSPI Cohort**	2,288	2,405	2,372	2,336	2,329	2,302	2,179	(109)	(4.76%)

* Actual FTE, October 2011

**Based upon the cohort survival methodology (using FTE, which for the District is headcount enrollment with kindergarten at 0.5); complete projections located at Appendix A.

In addition to the OFM population-based enrollment projections, the District is aware of pending development within the District’s portion of the City of Marysville. This information is based on development applications filed with the City and does not consider additional projects that may be submitted to the City within the six years of this plan period.

Given these pending developments and the fact that the OSPI method does not incorporate the County’s planning data, the District has chosen to rely on the OFM population-based enrollment projections for purposes of planning for the District’s needs during the six years of this plan period. Future updates to the Plan may revisit this issue.

B. 2025 Enrollment Projections

Student enrollment projections beyond 2017 are highly speculative. Using OFM/County data as a base, the District projects a 2025 student FTE population of 3,021. This is based on the OFM/County data for the years 1990 through 2011 and the District’s average fulltime equivalent enrollment for the corresponding years (for the years 1990 to 2011, the District’s actual enrollment averaged 18.15% of the OFM/County population estimates). The total enrollment estimate was broken down by grade span to evaluate long-term needs for capital facilities.

Projected enrollment by grade span for the year 2025 is provided in Table 5. Again, these estimates are highly speculative and are used only for general planning purposes.

**Table 5
Projected Student Enrollment
2025**

Grade Span	FTE Enrollment – October 2011	Projected Enrollment 2025*
Elementary (K-5)	959	1,266
Middle School (6-8)	598	789
High School (9-12)	731	967
TOTAL (K-12)	2,288	3,021

*Assumes that percentage per grade span will remain constant through 2025.

Note: Snohomish County Planning and Development Service provided the underlying data for the 2025 projections.

**SECTION 5
CAPITAL FACILITIES NEEDS**

The projected available student capacity was determined by subtracting projected FTE student enrollment from permanent school capacity (i.e. excluding portables) for each of the six years in the forecast period (2012-2017).

Capacity needs are expressed in terms of “unhoused students.”

Projected future capacity needs are depicted on Table 6-A and are derived by applying the projected enrollment to the capacity existing in 2012. The method used to define future capacity needs assumes no new construction. For this reason, planned construction projects are not included at this point. This factor is added later (see Table 7).

This table shows actual space needs and the portion of those needs that are “growth related” for the years 2012-2017.

**Table 6-A*
Additional Capacity Needs
2011-2017**

Grade Span	2011**	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	Pct. Growth Related
Elementary (K-5)								
Total	0	0	0	0	0	0	0	
Growth Related	--	--	--	--	--	--	--	0%
Middle School (6-8)								
Total	0	0	0	1	19	37	56	
Growth Related***	--	0	0	1	19	37	56	100%
High School								
Total	133	168	192	216	241	265	291	
Growth Related***	--	35	59	83	108	132	158	54.3%

*Please refer to Table 7 for capacity and projected enrollment information.

**Actual October 2011 FTE Enrollment

***This figure does not include growth-related needs from recent development activity within the District. Therefore, the District’s growth-related needs are much higher.

By the end of the six-year forecast period (2017), additional permanent classroom capacity will be needed as follows:

**Table 6-B
Unhoused Students**

Grade Span	Unhoused Students /Growth Related in Parentheses)
Elementary (K-5)	0 / (0)
Middle School (6-8)	56 / (56)
High School (9-12)	291/ (158)
TOTAL UNHOUSED (K-12)	347 / (214)

It is not the District’s policy to include relocatable classrooms when determining future capital facility needs; therefore interim capacity provided by relocatable classrooms is not included in Table 6-B. However, Table 6-C incorporates the District’s current relocatable capacity (see Table 2) for purposes of identifying available capacity.

**Table 6-C
Unhoused Students – Mitigated with Relocatables**

Grade Span	2017 Unhoused Students /Growth Related in (Parentheses)	Relocatable Capacity	Unhoused Students*
Elementary (K-5)	0 / (0)	317	-----
Middle School (6-8)	56 / (56)	241	-----
High School (9-12)	291 / (158)	174	-----

*Importantly, Table 6-C does not include relocatable adjustment that may be made to meet capacity needs. For example, the relocatable classrooms currently designated to serve elementary school needs could be used to serve high school capacity needs. Therefore, assuming no permanent capacity improvements are made, Table 6-C indicates that the District will have adequate interim capacity with the use of relocatable classrooms to house students during this planning period.

Projected permanent capacity needs are depicted in Table 7. They are derived by applying the District’s projected number of students to the projected capacity. Planned improvements by the District through 2017 are included in Table 7 and more fully described in Table 8.

**Table 7
Projected Student Capacity
2012-2017**

Elementary School Surplus/Deficiency

	Oct 2011 FTE	2012	2013	2014	2015	2016	2017
Existing Capacity	1,395	1,395	1,395	1,395	1,395	1,395	1,395
Added Permanent Capacity							
Total Capacity	1,395	1,395	1,395	1,395	1,395	1,395	1,395
Enrollment	959	1,030	1,063	1,096	1,128	1,161	1,196
Surplus (Deficiency)	436	365	332	299	267	234	199

Middle School Surplus/Deficiency

	Oct 2011 FTE	2012	2013	2014	2015	2016	2017
Existing Capacity	602	602	602	602	602	602	602
Added Permanent Capacity*							
Total Capacity	602	602	602	602	602	602	602
Enrollment	598	567	585	603	621	639	658
Surplus (Deficiency)	4	35	17	(1)	(19)	(37)	(56)

*See Section 6 for project information.

High School Surplus/Deficiency

	Oct 2011 FTE	2012	2011	2012	2013	2014	2017
Existing Capacity	598	598	598	598	598	598	598
Added Permanent Capacity*							300
Total Capacity	598	598	598	598	598	598	898
Enrollment	731	766	790	814	839	863	889
Surplus (Deficiency)	(133)	(168)	(192)	(216)	(241)	(265)	9

*See Section 6 for project information.

See Appendix A for complete breakdown of enrollment projections.

See Table 6-A for a comparison of additional capacity needs due to growth versus existing deficiencies.

**SECTION 6
CAPITAL FACILITIES FINANCING PLAN**

A. Planned Improvements

In March 2000, the voters passed a \$14,258,664 bond issue for school construction and site acquisition. A new elementary school and a middle school addition were funded by that bond measure. These projects are complete. Based upon current needs, the District anticipates that it may need to consider the following acquisitions and/or improvements within the six years of this Plan:

Projects Adding Permanent Capacity:

- A three hundred (300) student expansion at Lakewood High School;
- A potential expansion at Lakewood Middle School, subject to future planning analysis and funding; and
- Acquisition and siting of portable facilities to accommodate growth needs.

Non-Capacity Adding Projects:

- High School modernization and improvements;
- Cougar Creek HVAC improvements;
- English Crossing roof replacement;
- Replacement of relocatable classrooms;
- Bus Garage improvements;
- Replace Administration Building;
- Replace Business Office Building; and
- Land acquisition for future sites.

In the event that planned construction projects do not fully address space needs for student growth and a reduction in interim student housing, the Board could consider various courses of action, including, but not limited to:

- Alternative scheduling options;
- Changes in the instructional model;
- Grade configuration changes;
- Increased class sizes; or
- Modified school calendar.

Funding for planned improvements is typically secured from a number of sources including voter approved bonds, State Match funds, and impact fees. The District would need to request voter authorization of a bond issue within the six years of this Plan to fund the above projects and/or find other capital funding sources (including the use of school impact fees). The potential funding sources are discussed below.

B. Financing for Planned Improvements

1. General Obligation Bonds

Bonds are typically used to fund construction of new schools and other capital improvement projects. A 60% voter approval is required to approve the issuance of bonds. Bonds are then retired through collection of property taxes. In March 2000, District voters approved a \$14,258,664 bond issue for school construction and site acquisition, which included funding of the recently completed elementary school. The District is considering a request for voter authorization of a bond issue within the six-years of this Plan to fund the school construction projects identified in this plan. Additional details regarding the bond issue will be included in future updates.

2. State School Construction Assistance

State School Construction Assistance funds come from the Common School Construction Fund (the "Fund"). Bonds are sold on behalf of the Fund, and then retired from revenues accruing predominantly from the sale of timber from common school lands. If these sources are insufficient, the Legislature can appropriate funds or the State Board of Education can change the standards. School districts may qualify for State School Construction Assistance funds for specific capital projects based on a prioritization system. The District is eligible for State School Construction Assistance funds for new schools at the 51.21% funding percentage level.

3. Impact Fees

Impact fees are a means of supplementing traditional funding sources for construction of public facilities needed to accommodate new development. School impact fees are generally collected by the permitting agency at the time plats are approved or building permits are issued.

4. Six Year Financing Plan

The Six-Year Financing Plan shown in Table 8 demonstrates how the District intends to fund new construction and improvements to school facilities for the years 2012-2017. The financing components include a bond issue, impact fees, and State Match funds. Projects and portions of projects which remedy existing deficiencies are not appropriate for impact fee funding. Thus, impact fees will not be used to finance projects or portions of projects which do not add capacity or which remedy existing deficiencies.

**Table 8
Capital Facilities Plan**

Improvements Adding Permanent Capacity (Costs in Millions)

Project	2012	2013	2014	2015	2016	2017	Total Cost	Bonds/Levy	State Match	Impact Fees
Elementary School										
Middle School										
Portables	\$6.000							X		X
High School										
Lakewood High Addition				\$4.208	\$12.623		\$16.832	X	X	X
Secondary										
Site Acquisition			\$4.500				\$4.500	X		X

Improvements Not Adding Capacity (Costs in Millions)

Project	2012	2013	2014	2015	2016	2017	Total Cost	Bonds/Levy	State Match	Impact Fees
Elementary										
Middle School										
High School										
Lakewood High Modernization and Shop/Lab Replacement				\$7.436	\$22.269		\$29.705	X	X	
LHS Track Improvements					\$2.340		\$2.340	X	X	

Total Permanent Improvements (Costs in Millions)

	2012	2013	2014	2015	2016	2017	Total Cost	Bonds/Levy	State Match	Impact Fees
TOTAL	\$6.000		\$4.500	\$11.644	\$37.232		\$59.377	X	X	X

SECTION 7 SCHOOL IMPACT FEES

The GMA authorizes jurisdictions to collect impact fees to supplement funding of additional public facilities needed to accommodate new development. Impact fees cannot be used for the operation, maintenance, repair, alteration, or replacement of existing capital facilities used to meet existing service demands.

A. School Impact Fees in Snohomish County

The Snohomish County General Policy Plan (“GPP”) which implements the GMA sets certain conditions for school districts wishing to assess impact fees:

- The District must provide support data including: an explanation of the calculation methodology, a description of key variables and their computation, and definitions and sources of data for all inputs into the fee calculation.
- Such data must be accurate, reliable and statistically valid.
- Data must accurately reflect projected costs in the Six-Year Financing Plan.
- Data in the proposed impact fee schedule must reflect expected student generation rates from the following residential unit types: single family; multi-family/studio or 1-bedroom; and multi-family/2-bedroom or more.

Snohomish County established a school impact fee program in November 1997, and amended the program in December 1999. This program requires school districts to prepare and adopt Capital Facilities Plans meeting the specifications of the GMA. Impact fees calculated in accordance with the formula, which are based on projected school facility costs necessitated by new growth and are contained in the District’s CFP, become effective following County Council adoption of the District’s CFP.

B. Methodology and Variables Used to Calculate School Impact Fees

Impact fees have been calculated utilizing the formula in the Snohomish County Impact Fee Ordinance. The resulting figures are based on the District’s cost per dwelling unit to purchase land for school sites, make site improvements, construct schools, and purchase/install relocatable facilities that add interim capacity needed to serve new development. As required under the GMA, credits have also been applied in the formula to account for State Match funds to be reimbursed to the District and projected future property taxes to be paid by the dwelling unit. The costs of projects that do not add capacity are not included in the impact fee calculations. Furthermore, because the impact fee formula calculates a “cost per dwelling unit”, an identical fee is generated regardless of whether the total new capacity project costs are used in

the calculation or whether the District only uses the percentage of the total new capacity project costs allocated to the Districts growth-related needs, as demonstrated in Table 6-A. For purposes of this Plan, the District has chosen to use the full project costs in the fee formula. Furthermore, impact fees will not be used to address existing deficiencies. See Table 8 for a complete identification of funding sources.

The following projects are included in the impact fee calculation:

- A capacity addition at Lakewood High School.

Please see Table 8 and page 21 for relevant cost data related to each capacity project.

C. Proposed Lakewood School District Impact Fee Schedule

Using the variables and formula described in subsection B, impact fees proposed for the District are summarized in Table 9. See also Appendix C.

Table 9
School Impact Fees
Snohomish County, City of Arlington, City of Marysville

Housing Type	Impact Fee Per Dwelling Unit
Single Family	\$892
Multi-Family (1 Bedroom)	\$0
Multi-Family (2+ Bedroom)	\$396

APPENDIX A

POPULATION AND ENROLLMENT DATA

Table A-1

**HISTORICAL STUDENT ENROLLMENT 2003-2011
ACTUAL ENROLLMENTS ON OCTOBER 1st***

GRADES	2003	2004	2005	2006	2007	2008	2009	2010	2011
K	100	102	98	89	95	86	97	82	99
1 st Grade	204	193	200	205	186	186	175	181	164
2 nd Grade	201	189	194	204	189	190	184	158	179
3 rd Grade	174	197	190	204	199	189	183	181	162
4 th Grade	204	183	202	200	200	209	194	171	175
5 th Grade	214	205	177	200	194	192	210	181	180
6 th Grade	242	220	193	184	200	191	212	210	194
7 th Grade	204	222	222	198	183	189	190	193	200
8 th Grade	189	199	216	215	207	185	197	190	204
9 th Grade	214	187	199	227	221	203	189	185	183
10 th Grade	190	202	158	188	218	212	205	181	187
11 th Grade	178	180	171	157	184	203	196	187	172
12 th Grade	163	172	175	171	161	188	204	180	189
Total Enrollment	2,477	2,451	2,395	2,442	2,437	2,423	2,436	2,280	2,288

* FTE enrollment.

Table A-2

**PROJECTED STUDENT ENROLLMENT 2012-2017
Based on OSPI Cohort Survival*
(Headcount Enrollment)**

STATE OF WASHINGTON
SUPERINTENDENT OF PUBLIC INSTRUCTION
OLYMPIA

REPORT NO. 1049
RUN ON 16:11 DEC 07 '11

DETERMINATION OF PROJECTED ENROLLMENTS
BY COHORT SURVIVAL KK LINEAR PROJECTION

LAKENOOD	DISTRICT NO. 306 SNOHOMISH						COUNTY NO. 31								
	----ACTUAL ENROLLMENTS ON OCTOBER FIRST----						AVER. % SURVIVAL	-----P R O J E C T E D E N R O L L M E N T S--							
	2006	2007	2008	2009	2010	2011		2012	2013	2014	2015	2016	2017		
KINDERGARTEN	178	189	172	194	163	197		186	187	188	189	191	192		
GRADE 1	205	186	186	175	181	164	99.71	196	185	186	187	188	190		
GRADE 2	204	189	190	184	158	179	96.49	158	189	179	179	180	181		
GRADE 3	204	199	189	183	181	162	98.95	177	156	187	177	177	178		
GRADE 4	200	200	209	194	171	175	99.16	161	176	155	185	176	176		
GRADE 5	200	194	192	210	181	180	98.40	172	158	173	153	182	173		
GRADE 6	184	200	191	212	210	194	103.21	186	178	163	179	158	188		
K-6 HEADCOUNT	1,375	1,357	1,329	1,352	1,245	1,251		1,236	1,229	1,231	1,249	1,252	1,278		
K-6 W/K @ 1/2	1,286	1,263	1,243	1,255	1,164	1,153		1,143	1,136	1,137	1,155	1,157	1,182		
GRADE 7	198	183	189	190	193	200	95.94	186	178	171	156	172	152		
GRADE 8	215	207	185	197	190	204	103.11	206	192	184	176	161	177		
7-8 HEADCOUNT	413	390	374	387	383	404		392	370	355	332	333	329		
GRADE 9	227	221	203	189	185	183	98.64	201	203	189	181	174	159		
GRADE 10	188	218	212	205	181	187	97.95	179	197	199	185	177	170		
GRADE 11	157	184	203	196	187	172	93.93	176	168	185	187	174	166		
GRADE 12	171	161	188	204	180	189	99.62	171	175	167	184	186	173		
9-12 HEADCOUNT	743	784	806	794	733	731		727	743	740	737	711	668		
K-12 HEADCOUNT	2,531	2,531	2,509	2,533	2,361	2,386		2,355	2,342	2,326	2,318	2,296	2,275		

* The cohort survival method of predicting future enrollment does not consider enrollment attributable to new development in the District. Enrollment projections are most accurate for the initial years of the forecast period.

Table A-3

**AVERAGE PERCENTAGE ENROLLMENT BY GRADE SPAN
(OSPI Enrollment Projections – Using FTE Enrollment)**

Enrollment by Grade Span	Oct. 2011	2012	2013	2014	2015	2016	2017
Elementary (K-5)	959	957	958	974	976	999	994
Middle School (6-8)	598	578	548	518	511	491	517
High School (9-12)	731	727	743	740	737	711	668
TOTAL	2,288	2,262	2,249	2,232	2,224	2,201	2,179

Percentage by Grade Span	Oct. 2011	2012	2013	2014	2015	2016	2017
Elementary (K-5)	42%	42%	43%	44%	44%	45%	45%
Middle School (6-8)	26%	26%	24%	23%	23%	22%	24%
High School (9-12)	32%	32%	33%	33%	33%	33%	31%
TOTAL**	100%	100%	100%	100%	100%	100%	100%

Average Percentage by Grade Span	
Elementary (K-5)	43.6%
Middle School (6-8)	24.0%
High School (9-12)	32.4%
TOTAL	100%

Table A-4

**AVERAGE PERCENTAGE ENROLLMENT BY GRADE SPAN
(COUNTY/OFM Enrollment Projections)*****

Enrollment by Grade Span	Oct. 2011*	Avg. %age	2012	2013	2014	2015	2016	2017
Elementary (K-5)	959	43.6%	1,030	1,063	1,096	1,128	1,161	1,196
Middle School (6-8)	598	24.0%	567	585	603	621	639	658
High School (9-12)	731	32.4%	766	790	814	839	863	889
TOTAL**	2,288	100%	2,363	2,438	2,513	2,588	2,663	2,743

*Actual October 2011 Enrollment.

** Totals may vary due to rounding.

***Using average percentage by grade span.

APPENDIX B

STUDENT GENERATION FACTOR REVIEW



**DOYLE
CONSULTING**

ENABLING SCHOOL DISTRICTS TO MANAGE AND USE STUDENT ASSESSMENT DATA

Student Generation Rate Study for the Lakewood School District

3/30/2012

This document describes the methodology used to calculate student generation rates (SGRs) for the Lakewood School District, and provides results of the calculations.

SGRs were calculated for two types of residential construction: Single family detached, and multi-family with 2 or more bedrooms. Attached condominiums, townhouses and duplexes are included in the multi-family classification since they are not considered "detached". Manufactured homes on owned land are included in the single family classification.

1. Electronic records were obtained from the Snohomish County Assessor's Office containing data on all new construction within the Lakewood School District from January 2004 through December 2010. As compiled by the County Assessor's Office, this data included the address, building size, assessed value, and year built for new single and multi-family construction. The data was "cleaned up" by eliminating records which did not contain sufficient information to generate a match with the District's student record data (i.e. incomplete addresses).
2. The District downloaded student records data into Microsoft Excel format. This data included the addresses and grade levels of all K-12 students attending the Lakewood School District as of March 2012. Before proceeding, this data was reformatted and abbreviations were modified as required to provide consistency with the County Assessor's data.

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3. **Single Family Rates:** The data on all new single family detached residential units in County Assessor's data were compared with the District's student record data, and the number of students at each grade level living in those units was determined. The records of 272 single family detached units were compared with data on 2,378 students registered in the District, and the following matches were found by grade level(s)*:

GRADE(S)	COUNT OF MATCHES	CALCULATED RATE
K	13	0.048
1	9	0.033
2	12	0.044
3	10	0.037
4	9	0.033
5	7	0.026
6	12	0.044
7	9	0.033
8	13	0.048
9	7	0.026
10	9	0.033
11	10	0.037
12	16	0.059
K-5	60	0.221
6-8	34	0.125
9-12	42	0.154
K-12	136	0.500

4. *Large Multi-Family Developments:* Snohomish County Assessor's data does not specifically indicate the number of units or bedrooms contained in large multi-family developments. Additional research was performed to obtain this information from specific parcel ID searches, and information provided by building management, when available. Information obtained included the number of 0-1 bedroom units, the number of 2+ bedroom units, and specific addresses of 0-1 bedroom units.

Small Multi-Family Developments: This method included all developments in the County Assessor's data containing four-plexes, tri-plexes, duplexes, condominiums and townhouses. This data contained information on the number of bedrooms for all townhouses and condominiums. Specific parcel ID searches were performed for duplex and larger units in cases where number of bedroom data was missing.

5. **Multi-Family 2+ BR Rates:** The multi-family 2+ BR SGR's were calculated by comparing data on 2+ BR multi-family units with the District's student record data, and the number of students at each grade level living in those units was determined. The records of 131 multi-family 2+ BR units were compared with data on 2,378 students registered in the District, and the following matches were found by grade level(s)*:

GRADE(S)	COUNT OF MATCHES	CALCULATED RATE
K	23	0.015
1	27	0.053
2	25	0.008
3	24	0.000
4	18	0.023
5	24	0.023
6	17	0.023
7	14	0.031
8	16	0.015
9	12	0.015
10	11	0.015
11	6	0.015
12	5	0.015
K-5	16	0.122
6-8	9	0.069
9-12	8	0.061
K-12	33	0.252

6. **Multi-Family 0-1 BR Rates:** Research indicated that no (0) multi-family 0-1 BR units were constructed within District boundaries during the time period covered by this study.

7. **Summary of Student Generation Rates*:**

	K-5	6-8	9-12	K-12
Single Family	.221	.125	.154	.500
Multi-Family 2+ BR	.122	.069	.061	.252

*Calculated rates for grade level groups may not equal the sum of individual grade rates due to rounding.

APPENDIX C

SCHOOL IMPACT FEE CALCULATIONS

SCHOOL IMPACT FEE CALCULATIONS										
Snohomish County/Cities of Arlington and Marysville										
DISTRICT	Lakewood School District									
YEAR	2012									
School Site Acquisition Cost:										
((AcresxCost per Acre)/Facility Capacity)xStudent Generation Factor										
	Facility	Cost/	Facility	Student	Student	Student	Cost/	Cost/	Cost/	
	Acres	Acre	Capacity	SFR	MFR (1)	MFR (2+)	SFR	MFR (1)	MFR (2+)	
Elementary	0.00	\$	500	0.221	0.000	0.122	\$0	\$0	\$0	
Middle			85	0.125	0.000	0.069	\$0	\$0	\$0	
High			165	0.154	0.000	0.061	\$0	\$0	\$0	
							\$0	\$0	\$0	
School Construction Cost:										
((Facility Cost/Facility Capacity)xStudent Generation Factor)x(permanent/Total Sq Ft)										
	%Perm/	Facility	Facility	Student	Student	Student	Cost/	Cost/	Cost/	
	Total Sq.Ft.	Cost	Capacity	SFR	MFR (1)	MFR (2+)	SFR	MFR (1)	MFR (2+)	
Elementary	93.56%	\$	500	0.221	0.000	0.122	\$0	\$0	\$0	
Middle	93.56%	\$	85	0.125	0.000	0.069	\$0	\$0	\$0	
High	93.56%	\$ 16,831,500	300	0.154	0.000	0.061	\$8,084	\$0	\$3,202	
							TOTAL	\$8,084	\$0	\$3,202
Temporary Facility Cost:										
((Facility Cost/Facility Capacity)xStudent Generation Factor)x(Temporary/Total Square Feet)										
	%Temp/	Facility	Facility	Student	Student	Student	Cost/	Cost/	Cost/	
	Total Sq.Ft.	Cost	Size	SFR	MFR (1)	MFR (2+)	SFR	MFR (1)	MFR (2+)	
Elementary	6.44%	\$	26	0.221	0.000	0.122	\$0	\$0	\$0	
Middle	6.44%	\$	29	0.125	0.000	0.069	\$0	\$0	\$0	
High	6.44%	\$	30	0.154	0.000	0.061	\$0	\$0	\$0	
							TOTAL	\$0	\$0	\$0
State Matching Credit:										
Boeckh Index X SPI Square Footage X District Match % X Student Factor										
	Boeckh	SPI	District	Student	Student	Student	Cost/	Cost/	Cost/	
	Index	Footage	Match %	SFR	MFR (1)	MFR (2+)	SFR	MFR (1)	MFR (2+)	
Elementary	\$ 188.55	90	0.00%	0.221	0.000	0.122	\$0	\$0	\$0	
Middle	\$ 188.55	108	0.00%	0.125	0.000	0.069	\$0	\$0	\$0	
Sr. High	\$ 188.55	130	51.21%	0.154	0.000	0.061	\$1,933	\$0	\$766	
							TOTAL	\$1,933	\$0	\$766
Tax Payment Credit:										
Average Assessed Value							SFR	MFR (1)	MFR (2+)	
							\$295,743	\$76,281	\$111,402	
Capital Bond Interest Rate							4.00%	4.00%	4.00%	
Net Present Value of Average Dwelling							\$2,398,741	\$618,707	\$903,570	
Years Amortized							10	10	10	
Property Tax Levy Rate (Bonds)							\$1.82	\$1.82	\$1.82	
Present Value of Revenue Stream							\$4,366	\$1,126	\$1,644	
Fee Summary:				Single	Multi-	Multi-				
				Family	Family (1)	Family (2+)				
Site Acquisition Costs				\$0	\$0	\$0				
Permanent Facility Cost				\$8,084	\$0	\$3,202				
Temporary Facility Cost				\$0	\$0	\$0				
State Match Credit				(\$1,933)	\$0	(\$766)				
Tax Payment Credit				(\$4,366)	(\$1,126)	(\$1,644)				
FEE (AS CALCULATED)				\$1,785	\$0	\$792				
FEE (AS DISCOUNTED 50%)				\$892	\$0	\$396				

LAKWOOD SCHOOL DISTRICT
REGULAR BOARD MEETING
September 19, 2012

**OFFICIAL
BOARD MINUTES**

1. CALL TO ORDER

At 6:00 p.m. President Kelly Allen called to order the September 19, 2012 Board Meeting held in the Board Room at English Crossing Elementary School (Room 209). The meeting opened with the flag salute led by President Allen.

Board Members Present: Kelly Allen Larry Bean
Ken Christiansen Greg Jensen
Board Member Excused: Oscar Escalante
Student Representatives Present: Taylor Studzinski Zaya Tsengelmaa

District Administration Present:
Dennis Haddock, Ed.D., Superintendent
Tita Mallory, Director of Instructional Programs, Assessment & Technology
Joyce Scott, Director of HR & Learning Support Services
Crystal Knight, LMS Principal
Dale Leach, LHS Principal

Consultant: Fred Owyen

2. RECOGNITION OF GUESTS/CHANGES TO AGENDA

- a) Recognition of Guests and Request to be Heard
None
- b) Board Additions, Deletions, and/or Changes
None

3. MINUTES

- a-b) Approval of Special Board Meeting Minutes - 9/5/2012
Approval of Regular Board Meeting Minutes - 9/5/2012
Director Christiansen moved for approval of both the Special Board Meeting and the Regular Board Meeting minutes from September 5, 2012. Director Bean Christiansen seconded the motion, which passed with a 4-0 vote.

4. CONSENT AGENDA

Director Bean pointed out that within the Consent Agenda, policy #4210 contained a typographical error. Director Christiansen moved for approval of the Consent Agenda, following the correction of the error noted above, which consisted of:

- Staff Status;
- Checks audited and certified by the auditing office required by RCW 42.23.080, and those expense reimbursement claims certified by RCW42.24.080, have been recorded and the listing made available to the Board. Those checks for approval

- included numbers 80071-80178 totaling \$119,473.84 in the following amounts:
- General Fund \$87,330.38
 - ASB Fund \$28,092.16
 - Capital Fund \$4,051.30
- Payroll for the month of August 2012 including warrant numbers #79929-79995 totaling \$1,210,010.86.
 - Policy #4210 – Regulations of Dangerous Weapons on School Premises – Second Reading
 - Policy #4260-Use of School Facilities – Second Reading

The motion was seconded by Director Bean and passed with a 4-0 vote.

5. COMMUNICATION AND CORRESPONDENCE

- a) Dr. Haddock shared a letter received from Canfield commending the district, under the leadership of Joyce Scott, for taking a pro-active approach to risk management by scheduling the Right Response Advanced Recertification training for staff which was held on August 24, 2012.
- b) Dr. Haddock also shared a letter from Korea University regarding the possibility of establishing a student teaching program with the Lakewood School District.

A discussion took place.

6. ADMINISTRATION REPORTS

a) School Reports (LMS & LHS)

Lakewood Middle School: Mrs. Knight shared with the Board changes that are taking place at Lakewood Middle School for the 2012-13 school year. Some of those changes include: seven period day; Literacy Blocks at all grade levels; Math 1 changed to Stem Math 1; Competitive Edge Class at all three grade levels; planners provided to each student; grade level lunches; and "What's Brewing" program being implemented. Mrs. Knight also informed the Board that the LMS Open House held September 18th took on a new format this year in which informational parent meetings were held at three different times rather than parents having to follow the student's bell schedule. She shared that based on feedback received parents seemed to like the new format.

Lakewood High School: Mr. Leach shared some important dates and activities taking place at LHS, including: Open House held September 17th; upcoming football game vs. Archbishop Murphy; October 1st-5th Homecoming week; Hole in the Wall Cross Country meet scheduled for October 6th; and LHS hosting PSAT testing on October 20th. Mr. Leach also shared the LHS Science End of Course Exam (EOC) results. He informed the Board that LHS students scored 67% proficient, higher than the previous years. He further shared that science teachers Mike Fellows and Jere Gale promised to shave their beards if the students scored 60% or higher. As a result at the LHS opening assembly on September 7th the beards were shaved in front of the student body.

A discussion took place regarding new courses being offered this year at LHS.

b) Student Reports

Taylor and Zaya shared that they have met and been in contact with all the elementary schools and are in the process of setting up times to visit with them. They also shared that they plan on meeting with the middle school student representatives next week and will report back to the Board.

A discussion took place regarding the Student Representatives attending the WSSDA Conference in November and that Taylor will be participating in the Student Representative Forum scheduled as part of the conference. President Allen has also agreed to serve as one of five Board members sitting on a panel for this workshop.

c) Director of HR & Learning Support Services

Mrs. Scott shared with the Board information regarding the district's categorical program enrollment.

A discussion followed.

d) Financial Report

Dr. Haddock stated that Mrs. Dowd was excused from the meeting and he reported on the August financials and September enrollment.

A discussion took place.

e) Superintendent Report

Dr. Haddock informed the Board that Mrs. Mallory would be reporting, in his place, on the recent change by the state from Annual Yearly Progress (AYP) to Annual Measureable Objectives (AMO)

Mrs. Mallory shared a PowerPoint presentation explaining the similarities and differences between AYP and AMO reporting and why the change is occurring. She also shared the timeline for the state AMO release and the appeal that the district filed with the state due to last year's elementary reconfiguration.

A discussion took place.

7. BOARD REPORTS/AGENDA REQUESTS

a) Board Event Calendar 2012-13

The Board Event Calendar was reviewed and Dr. Haddock informed the Board that the Fall WSSDA Regional Meeting was going to be held at Stanwood School District on October 8th and asked if anyone was interested in attending.

A discussion took place.

8. UNFINISHED BUSINESS

a) Energy Savings Performance Contracting Program

Fred Owyen, District Consultant, shared a few slides from a Perkins Coie presentation he had attended explaining the basic process of the Energy Savings Performance Contracting Program.

A lengthy discussion took place.

9. NEW BUSINESS

a) Memorandum of Understanding (MOU) Between LWSD and LEA – Flexibility in Kindergarten Planning Time

Mrs. Scott shared with the Board a recent MOU requiring an adjustment in how planning time is schedule for A/B Kindergarten sections. She further shared that the MOU between the district and LEA allows flexibility in the kindergarten planning time for the 2012-13 school year given the additional kindergarten staffing hired recently and need to meet total allocation of planning time in accordance with the CBA.

b) 2012-15 Collective Bargaining Agreement with PSE and 2012-13 Salary Schedule A

Mrs. Scott explained that the district entered into collective bargaining with PSE in the spring of 2012. The terms of the agreement and salary schedule were ratified by PSE on August 30, 2012. She shared a summary of the terms of the three year agreement (2012-2015) and the salary schedule for the 2012-13 school year.

Director Christiansen made a motion to approve the 2012-15 Collective Bargaining Agreement with PSE and 2012-13 Salary Schedule A. Director Bean seconded the motion that passed with a 4-0 vote.

c) 2012-2017 Capital Facilities Plan (Final)

Consultant, Fred Owyen, explained that there have been no changes made to the proposed 2012-2017 Capital Facilities Plan since it was last presented and briefly explained the necessity of the plan.

Director Christiansen moved for approval of the 2012-2017 Capital Facilities Plan and Director Jensen seconded the motion that passed with a 4-0 vote.

10. POLICY REVIEW

None

11. PUBLIC DISCUSSION

None

12. EXECUTIVE SESSION

None

13. ADJOURNMENT

a) President Allen thanked everyone for coming to the meeting. She announced that the next regular Board meeting is scheduled for October 3, 2012 at 6:00 p.m. in the Board Room at ECE (Room #209).

b) She also announced that a Board Study Session would be held on September 26, 2012 at Rhodes River Ranch, Oso, Washington at 5:30 p.m.

c) President Allen adjourned the regular meeting at 8:00 p.m.

Karen 03 Oct 12
President of the Board Date

Jensen 10/13/12
Secretary of the Board Date

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON RELATING TO THE CITY'S COMPREHENSIVE PLAN; AMENDING THE COMPREHENSIVE PLAN BY THE ADOPTION OF THE MARYSVILLE, LAKE STEVENS AND LAKEWOOD SCHOOL DISTRICTS' 2012 – 2017 CAPITAL FACILITIES PLANS AS A SUBELEMENT OF THE CITY'S COMPREHENSIVE PLAN AND ESTABLISHING THE ADOPTION OF SAID PLAN AND THE COLLECTION AND IMPOSITION OF SCHOOL IMPACT FEES, PURSUANT TO THE CITY'S ANNUAL COMPREHENSIVE PLAN AMENDMENT AND UPDATE PROCESS.

WHEREAS, the State of Washington enacted the Growth Management Act ("GMA") in 1990 amending RCW Chapter 82.02 to authorize the collection of school impact fees on new development under specified conditions, including the adoption by the City of a GMA Comprehensive Plan as defined in RCW Chapter 36.70A; and

WHEREAS, the Marysville City Council adopted a GMA Comprehensive Plan on April 25, 2005 that included a policy commitment to consider the adoption of a GMA-based school impact fee program (Policy SC-8); and

WHEREAS, on November 22, 2010 the Marysville City Council approved Ordinance No. 2843, adopting an update to the Comprehensive Plan that adopted the Marysville, Lake Stevens and Lakewood School Districts' 2010 – 2015 Capital Facilities Plans as a subelement to the City Comprehensive Plan; and

WHEREAS, City staff has reviewed the respective capital facility plans developed by the Marysville, Lake Stevens, and Lakewood School Districts and adopted by their Board of Directors in accordance with the requirements of RCW Chapter 36.70A and RCW 82.02.050, et seq. and has determined that the plans meet the requirements of said statutes and Marysville Municipal Code (MMC) Chapter 22D.040 *School Impact Fees and Mitigation*; and

WHEREAS, the City of Marysville has adopted MMC Chapter 22D.040 relating to school impact fees and mitigation which is designed to meet the conditions for impact fee programs in RCW 82.02.050, et seq.; and

WHEREAS, the Marysville, Lake Stevens and Lakewood School Districts have prepared an environmental checklist and issued a SEPA Threshold Determination of Non-significance relating to their respective capital facilities plans; and

WHEREAS, the Marysville, Lake Stevens and Lakewood School Districts Board of Directors have each adopted their respective 2012 – 2017 Capital Facilities Plan; and

WHEREAS, the City has submitted the proposed Comprehensive Plan amendment to the State of Washington Department of Commerce for 60-day review in accordance with RCW 36.70A.106; and

WHEREAS, the Marysville Planning Commission held public hearings on the 2012 – 2017 Capital Facilities Plans of each School District on October 23, 2012; and

WHEREAS, the Marysville Planning Commission, after review of the proposed Comprehensive Plan amendment, held a public workshop on October 9, 2012, and held a public hearing on October 23, 2012, and received testimony from each Districts' representative, staff and other interested parties following public notice; and

WHEREAS, the Planning Commission prepared and provided its written recommendation that said proposed amendment be approved by the Marysville City Council; and

WHEREAS, on November 26, 2012 the Marysville City Council reviewed the Planning Commission's recommendation relating to the proposed Comprehensive Plan amendment; and

WHEREAS, the Marysville City Council has considered the School Districts' 2012 - 2017 Capital Facilities Plans in the context of the adopted Comprehensive Plan.

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

Section 1: Adoption. The Marysville School District Capital Facilities Plan 2012 - 2017, the Lake Stevens School District Capital Facilities Plan 2012 - 2017, and the Lakewood School District Capital Facilities Plan 2012 - 2017 (collectively referred to as "Plans") are hereby incorporated by this reference and are hereby adopted as a subelement to the capital facilities element of the City of Marysville Comprehensive Plan. The Plans hereby adopted replace the School District Capital Facility Plans previously adopted by Marysville City Council in Ordinances No. 2843.

Section 2: Schedule of fees. The Department of Community Development is hereby directed to develop a schedule of school impact fees based upon the School Districts' Capital Facilities Plans hereby adopted and as adjusted by the provisions of MMC 22D.040.050 *School impact fee*.

Section 3: Severability. If any section, subsection, sentence, clause, phrase or work 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.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2012.

CITY OF MARYSVILLE

By: _____
JON NEHRING, MAYOR

Attest:

By: _____
SANDY LANGDON, CITY CLERK

Approved as to form:

By: _____
GRANT K. WEED, CITY ATTORNEY

Date of Publication: _____

Effective Date: _____

Index #11

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 26, 2012

AGENDA ITEM: PA12022 – Expiration of Application	AGENDA SECTION: New business	
PREPARED BY: Angela Gemmer, Associate Planner	APPROVED BY:	
ATTACHMENTS: 1. PC Minutes, dated 9/11/12 and 10/9/12 2. PC recommendation 3. Memo to PC dated 7/24/12 4. Inventory of land use projects subject to code 5. Adopting Ordinance		
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

DESCRIPTION:

The Planning Commission (PC) held a Public Hearing on October 9, 2012 to review a proposed amendment to MMC Chapter 22G.010, *Land Use Application Procedures*, consisting of a new section entitled *Expiration of Application*. RCW 36.70B.080 requires establishing time periods for local government actions for each type of project permit application. Currently there is no language codified in the MMC related to the expiration of an application if an applicant does not respond to review comments or requests for additional information in a timely manner. The proposed amendment, MMC Section 22G.010.205 *Expiration of Application*, would require applicants to respond in a timely manner and keep the application status current, ensuring that projects are not allowed to be shelved and vested to outdated code requirements.

The PC held a public workshop on September 11, 2012 and a duly advertised public hearing on October 9, 2012 to review the proposal, and received testimony from staff. There was no public testimony at the public hearing. Following the public hearing, the PC made a motion to recommend the proposed amendment to Marysville City Council for adoption by ordinance.

RECOMMENDED ACTION:

Affirm the PC’s Recommendation and adopt the amendment to MMC Chapter 22G.010, *Land Use Application Procedures*, by adding MMC Section 22G.010.205, *Expiration of Application*, by Ordinance.

COUNCIL ACTION:



MARYSVILLE PLANNING COMMISSION

September 11, 2012

7:00 p.m.

City Hall

CALL TO ORDER

Chair Leifer called the September 11, 2012 meeting to order at 7:05 p.m. noting the excused absence of Steve Lebo.

Chairman: Steve Chair Leifer

Commissioners: Jerry Andes, Marvetta Toler, Roger Hoen, Eric Emery

Staff: Senior Planner Cheryl Dungan, Associate Planner Angela Gemmer and Recording Secretary Amy Hess

Absent: Steve Lebo

APPROVAL OF MINUTES:

June 12, 2012 and July 24, 2012

Motion made by Commissioner Toler, seconded by Commissioner Andes to approve the June 12, 2012 meeting minutes as presented. Motion carries, with Commissioner Hoen abstaining as he was not present (4-0).

NEW BUSINESS:

Site Plan Review Standards

Ms. Gemmer gave an overview of the proposed revisions to the Site Plan Review Process. She described what was currently in place and what the differences would be in the proposed revisions. Additionally, an expiration term was being proposed to be established for Site Plan Reviews. Under the current economic situation, a 36 month extension could be granted. Ms. Gemmer gave some examples of how the proposed revisions could be applied in actual situations.

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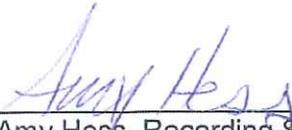
Commissioner Hoen wanted to take a moment to remember 9/11. Chair Leifer thought that it was too easy for people to become complacent and forget about what happened and let our guard down. It was a good reminder to stay vigilant.

ADJOURNMENT:

Motion made by Commissioner Emery, seconded by Commissioner Toler to adjourn the meeting at 7:54 p.m. Motion carries, (5-0).

NEXT MEETING:

September 25, 2012



Amy Hess, Recording Secretary



MARYSVILLE PLANNING COMMISSION

October 9, 2012

7:00 p.m.

City Hall

CALL TO ORDER

Chair Leifer called the October 9, 2012 meeting to order at 7:03 p.m.

Chairman: Steve Chair Leifer

Commissioners: Jerry Andes, Marvetta Toler, Roger Hoen, Eric Emery, Steve Lebo, Kelly Richards

Staff: Senior Planner Chris Holland, Associate Planner Angela Gemmer, CAO/CD Director Gloria Hirashima, Recording Secretary Amy Hess

Absent: None

APPROVAL OF MINUTES:

September 11, 2012

Motion made by Commissioner Andes, seconded by Commissioner Toler to approve the September 11, 2012 meeting minutes as presented. Motion carries, with Commissioner Richards abstaining as he was not present (6-0).

PUBLIC HEARING:

Site Plan Review Standards

Ms. Gemmer described the 2 proposed ordinances in front of the Commission for approval tonight and the intent behind them. Commissioner Hoen questioned whether the ordinances were completely new or modifications of existing ones. Ms. Gemmer responded that both ordinances were entirely new and went into further detail of what each ordinance would accomplish if adopted. Chair Leifer requested clarification of references of what wasn't captured in 22G. What was not included? Ms. Gemmer described what was included in each section of Code and what was being proposed in the ordinances in front of the commission. Mr. Holland added that the intent was to codify the process that had been being followed since about 1995 adding that this would give the applicant some certainty of the process as well as to establish a time limit to ensure projects remain current. Chair Leifer questioned if there was any further discussion regarding what comes out of a pre-application meeting and whether or not any language had been included. Ms. Gemmer responded that staff does their best to give the most pertinent comments and anticipate any potential code changes, but that only current information could be provided at the time of

pre-app. The issue is whether or not an applicant is vested at the time of pre-app or final application.

Motion made by Commissioner Emery to approve ordinances as written and forward to Council for approval, seconded by Commissioner Toler. Motion carries, (7-0). Public Hearing closed at 7:21 p.m.

NEW BUSINESS:

School District Capital Facilities Plans

Mr. Holland went over the bi-annual process that was ahead of the City. Mr. Holland added that all fees, except for one, would all be going down significantly. There was further discussion regarding current multi-family housing projects. Commissioner Hoen had some questions related to how projected student counts were figured. Mr. Holland replied that he would have to refer those types of questions to the School District, as the City does not come up with these numbers. He recommended the Commission look over the materials provided and have questions prepared for the Public Hearing which would be held in 2 weeks.

Mr. Holland informed the Commission that the impact fee deferral ordinances had been approved by Council and seemed to be being well accepted by developers; both with current projects as well as prospective projects.

Ms. Hirashima introduced a Proclamation passed at City Council last night regarding National Community Planning Month. She echoed the sentiment of the Council recognizing the Commission for their efforts in and dedication to Community Planning.

Mr. Holland also updated the Commission on the CDBG meeting that had taken place earlier tonight and the presentation the applicants had given. Ms. Hirashima added that it was a valuable experience hearing the different groups present and that it really gives the City a better idea of the groups and organizations working within the Community.

COMMENTS FROM COMMISSIONERS:

Chair Leifer welcomed the new Commissioner, Kelly Richards. Commissioner Richards introduced himself and gave a brief biography of his life in Snohomish County.

Commissioner Emery announced that the next meeting would be his last, and he was giving his official resignation tonight. He added that he had very much enjoyed his time on the Commission.

Commissioner Lebo questioned whether there had been any discussion regarding the Doleshe! Tree Farm Property and if would be becoming a park. Ms. Hirashima described that recent conversations and events regarding this project, but that it seemed to be getting closer. Commissioner Lebo added that he felt it would be a great benefit to the community and offered his services in any aspect needed. There was agreement that it was important

to follow through with this project, especially given the amount of volunteer time that had been dedicated to this as well as the benefit to the City and Community.

ADJOURNMENT:

Motion made by Commissioner Lebo, seconded by Commissioner Richards to adjourn the meeting at 7:53 p.m. Motion carries, (7-0).

NEXT MEETING:

October 23, 2012



Amy Hess, Recording Secretary



COMMUNITY DEVELOPMENT DEPARTMENT
80 Columbia Avenue ♦ Marysville, WA 98270
(360) 363-8100 ♦ (360) 651-5099 FAX

PC Recommendation – Expiration of Application Code

The Planning Commission (PC) of the City of Marysville, having held a public hearing on October 9, 2012 in review of a NON-PROJECT action amendment of the Marysville Municipal Code, proposing amendments to the Marysville Municipal Code, Title 22G, *Administration and Procedures*, adopting a new section 22G.010.205, *Expiration of Application*, and having considered the exhibits and testimony presented, PC does hereby enter the following findings, conclusions and recommendation for consideration by the Marysville City Council:

FINDINGS:

1. The Community Development Department held a public meeting to introduce the NON-PROJECT action Expiration of Application Code to the community on September 11, 2012.
2. The proposal was submitted to the State of Washington Department of Commerce for 30-day expedited review on July 25, 2012, in accordance with RCW 36.70A.106.
3. The PC held a public work session to review the NON-PROJECT action amendment proposing adoption of the NON-PROJECT action Expiration of Application code amendment as described above, on September 11, 2012.
5. The PC held a duly-advertised public hearing on October 9, 2012 and received testimony from city staff and the public.
6. At the public hearing, the PC reviewed and considered the Expiration of Application code.

CONCLUSION:

At the public hearing, held on October 9, 2012, the PC recommended **APPROVING** the Expiration of Application code.

RECOMMENDATION:

Forwarded to City Council as a Recommendation of **APPROVAL** of the NON-PROJECT action known as Expiration of Application code, an amendment to the Marysville Municipal Code, Title 22G, *Administration and Procedures*, this **October 9, 2012**.

By: _____

Stephen Leifer, Planning Commission Chair



COMMUNITY DEVELOPMENT DEPARTMENT
80 Columbia Avenue ♦ Marysville, WA 98270
(360) 363-8100 ♦ (360) 651-5099 FAX

MEMORANDUM

DATE: July 24, 2012
TO: Planning Commission
FROM: Angela Gemmer, Associate Planner
RE: Application Expiration
PA 12022

RCW 36.70B.080 requires establishing time periods for local government actions for each type of project permit application and provide timely and predictable procedures to determine whether a completed project permit application complies with adopted development regulations. This time period should not exceed 120-days, unless written findings are made that specifies the amount of additional time is needed to process specific complete project permit applications or project types.

The 120-day review requirement and exceptions are codified in MMC 22G.010.200 *Final decision*. The 120-day clock is only running when the project is being reviewed by the City. The 120-day clock *is not* running when the City asks for additional information from the applicant, or requests revisions to the application. In some cases applicants fail to respond in a timely manner and the status of an application is simply put on hold. Currently there is no language codified in the MMC related to the expiration of an application if an applicant does not respond in a timely manner.

The following language, if adopted, would require applicants to respond in a timely manner and keep the application status current, ensuring that projects are not allowed to be shelved and vested to outdated code requirements:

22G.010.205 Expiration of Application

(1) Any application which has been determined to be complete, and for which the applicant fails to complete the next application step for a period of one hundred eighty days after issuance of the determination of completeness, or for a period of one hundred eighty days after the City of Marysville has requested additional information or studies, will expire by limitation and become null and void. The department may grant a one-hundred-eighty-day extension on a one-time basis per application. In no event shall an application be pending for more than three hundred sixty days from the date the application is deemed complete. For purposes of this section, all time during which the City is reviewing materials submitted by an applicant will be excluded. This subsection shall apply to applications regardless whether the applications were submitted prior to the effective date of this section, as amended.

(2) Applications which have been determined to be complete by the effective date of the ordinance codified in this title shall have one hundred twenty days to complete the project review, receive a decision, and complete any appeal provisions of this chapter. The department will notify any applicants in writing that are subject to this provision within thirty days of the effective date of the ordinance codified in this title.

A list of projects that would be affected by this code provision, if adopted, will be provided to the Planning Commission, prior to holding a public hearing.

LAND USE PROJECTS SUBMITTED FROM 2003 - 2012 THAT DID NOT OBTAIN PRELIMINARY APPROVAL AND WILL EXPIRE UPON IMPLEMENTATION OF EXPIRATION TERM FOR INACTIVE LAND USE PROJECTS

File Number	Project Name	Filing Date	Preliminary Approval Date	Expiration Date	Project Description/Units
Commercial					
PA06036	Third Street Center	4/18/06	Not obtained.	120-days from date of adoption	1625 Third Street/ 4,338 SF retail and 4 multi-family units
PA07020	Josten's Addition	3/27/07	Not obtained.	120-days from date of adoption	1716 4 th Street/ Commercial addition and change of use.
PA08032	Mid-City Investments	6/26/08	Not obtained.	120-days from date of adoption	West side of 36 th Drive NE approximately 900 feet south of 136 th Street NE/ Two new 13,432 SF buildings (total of 26,864 SF).
PA08040	Quilceda Crossing	7/29/08	Not obtained.	120-days from date of adoption	Northwest corner of 88 th Street NE and 36 th Avenue NE/ 15,064 SF retail complex comprised of two buildings (one 9,184 SF and the other 5,880 SF).
PA08046	Northwest Baptist Church Fellowship	9/12/08	Not obtained.	120-days from date of adoption	114 Beach Avenue/ 4,168 SF fellowship hall
Multi-family, Condominium, Subdivision, and Short-Subdivision Developments					
PA06027	Smokey Point Subdivision	3/22/06	Not obtained.	120-days from date of adoption	North of 152 nd Street, east of Smokey Point Boulevard, and west of the Smokey Point Channel/256-lot subdivision
SP07005	Linscott Short Plat	7/11/07	Not obtained.	120-days from date of adoption	9622 48 th Drive NE/ 4-lot short subdivision
SP07007	Roberts Short Plat	9/14/07	Not obtained.	120-days from date of adoption	7723 60 th Drive NE/ 2-lot short subdivision
PA07008	Audobon Ridge "Navy Housing"	2/11/07	Not obtained.	120-days from date of adoption	South of 98 th Street NE and west of 83 rd Avenue NE/ 141-lot subdivision
PA07013	King's Court at the Ridge	3/9/07	Not obtained.	120-days from date of adoption	5515 83 rd Avenue NE/ 24-lot subdivision
PA07014	Estates at Whiskey Ridge	3/15/07	Not obtained.	120-days from date of adoption	7318 83 rd Avenue NE/ 14-lot subdivision
PA07034	The Firs at Twin Lakes	4/25/07	Not obtained.	120-days from date of adoption	16900 block of 25 th Avenue NE/ 69 unit Planned Residential Development (PRD) consisting of detached SFRs.
PA08028	1310 Cedar Apartments	5/13/08	Not obtained.	120-days	1310 Cedar Avenue/ 30 unit apartment complex
PA09027	Stoney Ridge	7/17/09	Not obtained.	120-days	7014 61 st Place NE/12-lot subdivision

CITY OF MARYSVILLE
Marysville, Washington
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, AMENDING THE CITY'S MUNICIPAL CODE AND DEVELOPMENT REGULATIONS BY AMENDING TITLE 22G, ADMINISTRATION AND PROCEDURES, BY ADDING SECTION 22G.010.205, EXPIRATION OF APPLICATION; AND AMENDING SECTION 22A.010.160 OF MMC CHAPTER 22A.010, GENERAL ADMINISTRATION, RELATED TO TRACKING AMENDMENTS TO THE CITY'S UNIFORM DEVELOPMENT CODE.

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

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

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

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

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

WHEREAS, during public meetings on September 11, 2012 and October 9, 2012, the Planning Commission discussed the proposed amendments to MMC Title 22G, Administration and Procedures;

WHEREAS, after providing notice to the public as required by law, on October 9, 2012, the Marysville Planning Commission held a Public Hearing on the proposed amendments to the City's development regulations; and

WHEREAS, on October 9, 2012 the Planning Commission made a Recommendation to the City Council recommending the adoption of the proposed amendments to MMC Title 22G, Administration and Procedures, by adding MMC Section 22G.010.205, Expiration of Application; and

WHEREAS, at a public meeting on _____, the Marysville City Council reviewed and considered the Planning Commission's Recommendation and proposed amendments to the development regulations; and

WHEREAS, the City of Marysville has submitted the proposed development regulation revisions to the Washington State Department of Commerce on July 25, 2012, as required by RCW 36.70A.106;

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

Section 1. Approval of Planning Commission's Recommendation and Adoption of Findings and Conclusions. The Planning Commission's October 9, 2012 Recommendation regarding the proposed development regulation revisions, including the Findings and Conclusions contained therein, as set forth in the attached **Exhibit "A"**, is hereby adopted and incorporated herein by this reference.

Section 2. Required Findings. In accordance with MMC 22G.010.500, the following findings are made regarding the development regulation amendments subject of this ordinance:

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

Section 3. MMC Title 22G, Administration and Procedures, is hereby amended by adopting new Section 22G.010.205, Expiration of Application, to read as follows:

22G.010.205 Expiration of Application

(1) Any application which has been determined to be complete, and for which the applicant fails to complete the next application step for a period of one hundred eighty days after issuance of the determination of completeness, or for a period of one hundred eighty days after the City of Marysville has requested additional information or studies, will expire by limitation and become null and void. The department may grant a one-hundred-eighty-day extension on a one-time basis per application. In no event shall an application be pending for more than three hundred sixty days from the date the application is deemed complete. For purposes of this subsection, all time during which the City is reviewing materials submitted by an applicant will be excluded. This subsection shall apply to applications regardless of whether the applications were submitted prior to the effective date of this section, as amended.

(2) Applications which have been determined to be complete by the effective date of the ordinance codified in this title shall have one hundred twenty days to complete the project review, receive a decision, and complete any appeal provisions of this chapter. The department will notify any applicants in writing that are subject to this provision within thirty days of the effective date of the ordinance codified in this title. For purposes of this subsection, all time during which the City is reviewing materials submitted by an applicant will be excluded.

Section 4. Section 22A.010.160, Amendments, of MMC Chapter 22A.010, General Administration, is hereby amended as follows by adding reference to this adopted ordinance in order to track amendments to the City's Unified Development Code:

"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>
_____	Expiration of Application	_____, 2012"

Section 5. Severability. If any section, subsection, sentence, clause, phrase or work 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 6. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2012.

CITY OF MARYSVILLE

By: _____
JON NEHRING, MAYOR

Attest:

By: _____
CITY CLERK

Approved as to form:

By: _____
GRANT K. WEED, CITY ATTORNEY

Date of Publication: _____

Effective Date: _____
(5 days after publication)

Index #12

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 26, 2012

AGENDA ITEM: PA12022 – Site Plan Review Code	AGENDA SECTION: New business	
PREPARED BY: Angela Gemmer, Associate Planner	APPROVED BY:	
ATTACHMENTS: 1. PC Minutes, dated 9/11/12 and 10/9/12 2. PC recommendation 3. Inventory of site plan projects subject to code 4. Adopting Ordinance	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

DESCRIPTION:

The Planning Commission (PC) held a Public Hearing on October 9, 2012 to review a proposed new chapter to MMC Title 22G, *Administration and Procedures*, entitled *Site Plan Review*. Presently the review process for commercial and multi-family site plans not reviewed through Chapter 22G.080, *Planned Residential Development*, and Chapter 22G.100, *Binding Site Plan* is not outlined. The proposed site plan review chapter is modeled after the chapters that outline the submittal requirements and review and approval process for subdivisions, binding site plans, and planned residential developments. The proposed site plan review chapter is intended to provide applicants with a consolidated location for development requirements. In addition, presently a term for expiration of site plan approvals is not specified in code; an approval term valid for five years from the date of approval is proposed. The approval term could be extended by the director for one year upon showing proper justification. Due to current economic conditions, projects which receive preliminary approval on or before December 31, 2012 could apply to the director for a one-time, 36 month time extension.

The PC held a public workshop on September 11, 2012 and a duly advertised public hearing on October 9, 2012 to review the proposal, and received testimony from staff. There was no public testimony at the public hearing. Following the public hearing, the PC made a motion to recommend the proposed amendment to Marysville City Council for adoption by ordinance.

RECOMMENDED ACTION: Affirm the PC’s Recommendation and adopt a new chapter, <i>Site Plan Review</i> , to MMC Title 22G, <i>Administration and Procedures</i> , by Ordinance.
COUNCIL ACTION:



MARYSVILLE PLANNING COMMISSION

September 11, 2012

7:00 p.m.

City Hall

CALL TO ORDER

Chair Leifer called the September 11, 2012 meeting to order at 7:05 p.m. noting the excused absence of Steve Lebo.

Chairman: Steve Chair Leifer

Commissioners: Jerry Andes, Marvetta Toler, Roger Hoen, Eric Emery

Staff: Senior Planner Cheryl Dungan, Associate Planner Angela Gemmer and Recording Secretary Amy Hess

Absent: Steve Lebo

APPROVAL OF MINUTES:

June 12, 2012 and July 24, 2012

Motion made by Commissioner Toler, seconded by Commissioner Andes to approve the June 12, 2012 meeting minutes as presented. Motion carries, with Commissioner Hoen abstaining as he was not present (4-0).

NEW BUSINESS:

Site Plan Review Standards

Ms. Gemmer gave an overview of the proposed revisions to the Site Plan Review Process. She described what was currently in place and what the differences would be in the proposed revisions. Additionally, an expiration term was being proposed to be established for Site Plan Reviews. Under the current economic situation, a 36 month extension could be granted. Ms. Gemmer gave some examples of how the proposed revisions could be applied in actual situations.

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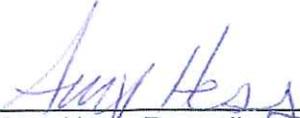
Commissioner Hoen wanted to take a moment to remember 9/11. Chair Leifer thought that it was too easy for people to become complacent and forget about what happened and let our guard down. It was a good reminder to stay vigilant.

ADJOURNMENT:

Motion made by Commissioner Emery, seconded by Commissioner Toler to adjourn the meeting at 7:54 p.m. Motion carries, (5-0).

NEXT MEETING:

September 25, 2012



Amy Hess, Recording Secretary



MARYSVILLE PLANNING COMMISSION

October 9, 2012

7:00 p.m.

City Hall

CALL TO ORDER

Chair Leifer called the October 9, 2012 meeting to order at 7:03 p.m.

Chairman: Steve Chair Leifer

Commissioners: Jerry Andes, Marvetta Toler, Roger Hoen, Eric Emery, Steve Lebo, Kelly Richards

Staff: Senior Planner Chris Holland, Associate Planner Angela Gemmer, CAO/CD Director Gloria Hirashima, Recording Secretary Amy Hess

Absent: None

APPROVAL OF MINUTES:

September 11, 2012

Motion made by Commissioner Andes, seconded by Commissioner Toler to approve the September 11, 2012 meeting minutes as presented. Motion carries, with Commissioner Richards abstaining as he was not present (6-0).

PUBLIC HEARING:

Site Plan Review Standards

Ms. Gemmer described the 2 proposed ordinances in front of the Commission for approval tonight and the intent behind them. Commissioner Hoen questioned whether the ordinances were completely new or modifications of existing ones. Ms. Gemmer responded that both ordinances were entirely new and went into further detail of what each ordinance would accomplish if adopted. Chair Leifer requested clarification of references of what wasn't captured in 22G. What was not included? Ms. Gemmer described what was included in each section of Code and what was being proposed in the ordinances in front of the commission. Mr. Holland added that the intent was to codify the process that had been being followed since about 1995 adding that this would give the applicant some certainty of the process as well as to establish a time limit to ensure projects remain current. Chair Leifer questioned if there was any further discussion regarding what comes out of a pre-application meeting and whether or not any language had been included. Ms. Gemmer responded that staff does their best to give the most pertinent comments and anticipate any potential code changes, but that only current information could be provided at the time of

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Mr. Holland also updated the Commission on the CDBG meeting that had taken place earlier tonight and the presentation the applicants had given. Ms. Hirashima added that it was a valuable experience hearing the different groups present and that it really gives the City a better idea of the groups and organizations working within the Community.

COMMENTS FROM COMMISSIONERS:

Chair Leifer welcomed the new Commissioner, Kelly Richards. Commissioner Richards introduced himself and gave a brief biography of his life in Snohomish County.

Commissioner Emery announced that the next meeting would be his last, and he was giving his official resignation tonight. He added that he had very much enjoyed his time on the Commission.

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to follow through with this project, especially given the amount of volunteer time that had been dedicated to this as well as the benefit to the City and Community.

ADJOURNMENT:

Motion made by Commissioner Lebo, seconded by Commissioner Richards to adjourn the meeting at 7:53 p.m. Motion carries, (7-0).

NEXT MEETING:

October 23, 2012



Amy Hess, Recording Secretary



COMMUNITY DEVELOPMENT DEPARTMENT
80 Columbia Avenue ♦ Marysville, WA 98270
(360) 363-8100 ♦ (360) 651-5099 FAX

PC Recommendation – Site Plan Review Code

The Planning Commission (PC) of the City of Marysville, having held a public hearing on October 9, 2012 in review of a NON-PROJECT action amendment of the Marysville Municipal Code, proposing amendments to the Marysville Municipal Code, Title 22G, *Administration and Procedures*, adopting a new chapter 22G.120, *Site Plan Review*, and having considered the exhibits and testimony presented, PC does hereby enter the following findings, conclusions and recommendation for consideration by the Marysville City Council:

FINDINGS:

1. The Community Development Department held a public meeting to introduce the NON-PROJECT action Site Plan Review Code to the community on September 11, 2012.
2. The proposal was submitted to the State of Washington Department of Commerce for 30-day expedited review on July 9, 2012, in accordance with RCW 36.70A.106.
3. The PC held a public work session to review the NON-PROJECT action amendments proposing adoption of the NON-PROJECT action Site Plan Review Code amendments as described above, on September 11, 2012.
5. The PC held a duly-advertised public hearing on October 9, 2012 and received testimony from city staff and the public.
6. At the public hearing, the PC reviewed and considered the Site Plan Review Code.

CONCLUSION:

At the public hearing, held on October 9, 2012, the PC recommended **APPROVING** the Site Plan Review Code.

RECOMMENDATION:

Forwarded to City Council as a Recommendation of **APPROVAL** of the NON-PROJECT action known as Site Plan Review Code, an amendment to the Marysville Municipal Code, Title 22G, *Administration and Procedures*, this **October 9, 2012**.

By: _____

Stephen Leifer, Planning Commission Chair

SITE PLANS SUBMITTED FROM 2003 – 2012 WITH SITE PLAN APPROVAL WHICH WILL BE IMPACTED BY IMPLEMENTATION OF SITE PLAN EXPIRATION TERM

File Number	Project Name	Filing Date	Preliminary Approval Date	Civil Construction Plan Approval Date	Expiration Date if Expiration Term Adopted	Project Location and Description
Commercial						
PA06024	Leifer Dev. Lot 2	3/15/06	4/27/06	11/3/06	4/27/11; 4/27/14 if extension applied for and granted.	13101 41 st Avenue NE/ 37,363 SF industrial warehouse building comprised of 21,163 SF (Bldg. A) and 16,200 SF (Bldg. B)
PA07067	Tran Commercial Site Plan	11/20/07	2/28/08	7/30/08	2/28/13; 2/28/16 if extension applied for and granted.	17033 28 th Drive NE/ 10,476 SF retail development.
PA07068	Marysville Ford	12/30/07	12/15/08	-	12/15/13; 12/15/16 if extension applied for and granted.	15900 Smokey Point Boulevard/ 35,000 SF car dealership.
PA07069	Nyhus Office Addition	12/3/07	3/7/08	-	3/7/13; 3/7/16 if extension applied for and granted.	1423 6 th Street and 601 State Avenue/ 1,832 SF office addition.
PA08007	Emerald Hills Estates 5	2/7/08	10/17/08	10/27/08	10/17/13; 10/17/16 if extension applied for and granted.	14727 43 rd Avenue NE/ 4-unit mobile home park expansion

File Number	Project Name	Filing Date	Preliminary Approval Date	Civil Construction Plan Approval Date	Expiration Date if Expiration Term Adopted	Project Location and Description
Commercial						
PA08013	Tran State Avenue Plaza	2/28/08	8/21/08	-	8/21/13; 8/21/16 if extension applied for and granted.	1085 State Avenue/ 17,145 SF retail strip mall and 4,080 SF restaurant.
PA08033	State Avenue Plaza	7/9/08	8/20/08	1/21/09	8/20/13; 8/20/16 if extension applied for and granted.	1023 State Avenue/ 5,560 SF commercial building consisting of 4,261 SF office and 1,298 SF apartment
PA10029	Zorzi Mixed Use Project	11/28/10; 4/7/11 revised application submitted.	9/27/11	2/27/12	9/27/16; 9/27/19 if extension applied for and granted.	2810 164 th Street NE/ Ph. 1- 18,098 SF warehouse/showroom with 2,000 SF incidental stone fabrication; Ph. 2- 37,679 SF warehouse/showroom, 4,873 SF retail, 3,959 SF cafe, 4 residential apartments.
PA11006	Lam Commercial Site Plan Modification	4/1/11	7/13/11	Under review.	7/13/16; 7/13/19 if extension applied for and granted.	17033 28 th Drive NE/ Change of use from a church to a furniture store.

File Number	Project Name	Filing Date	Preliminary Approval Date	Civil Construction Plan Approval Date	Expiration Date if Expiration Term Adopted	Project Location and Description
Multi-family and Condominium Developments						
PA06039	Brickyard Commons	5/5/06	6/15/06	3/5/07	6/15/11; 6/15/14 if extension applied for and granted.	1222 Ash Avenue/ 19 multi-family units.
PA06085	Sagewood	11/07/06	7/8/08	8/10/09	7/8/13; 7/8/16 if extension applied for and granted.	6227, 6309 and 6315 83 rd Avenue NE/ 138 unit townhouse development.
PA07015	47 th Ave Condos	03/19/07	08/10/07	-	8/10/12; 8/10/15 if extension applied for and granted.	7110 47 th Avenue NE/ 6 unit condominium consisting of 2 3-unit buildings.
PA07057	Sterley Multifamily	09/05/07	8/21/08	-	8/21/13; 8/21/16 if extension applied for and granted.	8116 47 th Avenue NE/ 16 unit multi-family consisting of 3 buildings.
PA07061	Balbir Townhomes	09/28/07	11/28/07	12/2/08	11/28/12; 11/28/15 if extension applied for and granted.	4731 100 th Street NE/ 12 unit townhouse.
PA09008	Armar Road Townhomes	3/11/09	6/26/09	9/9/09	6/26/14; 6/26/17 if extension applied for and granted.	6828 51 st Avenue NE/ 9 unit multi-family apartment.

CITY OF MARYSVILLE
Marysville, Washington
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, AMENDING THE CITY'S MUNICIPAL CODE AND DEVELOPMENT REGULATIONS BY AMENDING TITLE 22G, ADMINISTRATION AND PROCEDURES, BY ADDING CHAPTER 22G.120, SITE PLAN REVIEW; AND AMENDING SECTION 22A.010.160 OF MMC CHAPTER 22A.010, GENERAL ADMINISTRATION, RELATED TO TRACKING AMENDMENTS TO THE CITY'S UNIFORM DEVELOPMENT CODE.

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

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

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

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

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

WHEREAS, during public meetings on September 11, 2012 and October 9, 2012, the Planning Commission discussed the proposed amendments to MMC Title 22G, Administration and Procedures;

WHEREAS, after providing notice to the public as required by law, on October 9, 2012, the Marysville Planning Commission held a Public Hearing on the proposed amendments to the City's development regulations; and

WHEREAS, on October 9, 2012 the Planning Commission made a Recommendation to the City Council recommending the adoption of the proposed amendments to MMC Title 22G, Administration and Procedures, by adding MMC Chapter 22G.120, Site Plan Review; and

WHEREAS, at a public meeting on _____, the Marysville City Council reviewed and considered the Planning Commission's Recommendation and proposed amendments to the development regulations; and

WHEREAS, the City of Marysville has submitted the proposed development regulation revisions to the Washington State Department of Commerce on July 9, 2012, as required by RCW 36.70A.106; and

WHEREAS, the City has complied with the requirements of the State Environmental Policy Act, Ch.43.21C RCW, (SEPA) by adopting a determination of non-significance for the proposed revisions to the City's development regulations;

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

Section 1. Approval of Planning Commission's Recommendation and Adoption of Findings and Conclusions. The Planning Commission's October 9, 2012 Recommendation regarding the proposed development regulation revisions, including the Findings and Conclusions contained therein, as set forth in the attached **Exhibit "A"**, is hereby adopted and incorporated herein by this reference.

Section 2. Required Findings. In accordance with MMC 22G.010.500, the following findings are made regarding the development regulation amendments subject of this ordinance:

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

Section 3. MMC Title 22G, Administration and Procedures, is hereby amended by adopting new Chapter 22G.120, Site Plan Review, to read as follows:

Chapter 22G.120 SITE PLAN REVIEW

Article I. General Provisions

22G.120.010 Title for citation.

This chapter shall be known as the site plan review ordinance of the city of Marysville, and the requirements set forth in this chapter are applicable to 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.

22G.120.020 Purpose.

- (1) The purpose of this chapter is to provide a method for approval of site plans, not reviewed through Chapters 22G.090 *Planned Residential Development* or 22G.100 *Binding Site Plan*.
- (2) It is further the purpose of this chapter to provide for and promote the health, safety and welfare of the general public, and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this title.
- (3) It is the specific intent of this chapter to place the obligation of complying with its requirements upon the property owner and applicant, and no provision or term used in this chapter is intended to impose any duty whatsoever upon the city or any of its officers, employees, or agents, for whom the implementation or enforcement of this chapter shall be discretionary and not mandatory.

(4) Nothing contained in this chapter is intended to be, nor shall be, construed to create or form the basis for any liability on the part of the city, or its officers, employees or agents, for any injury or damage resulting from the failure to comply with this chapter, or by reason or in consequence of any inspection, notice, order, certificate, permission or approval authorized or issued or done in connection with the implementation or enforcement of this chapter, or by reason of any action or inaction on the part of the city related in any manner to the enforcement of this chapter by its officers, employees, or agents.

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 Title 22 MMC *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 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.

22G.120.040 Administration.

The community development director shall have the duty and responsibility of administering the provisions of this chapter with the authority to promulgate rules and regulations to implement and administer this chapter.

Article II. Review Process

22G.120.050 Preapplication requirements.

(1) Preapplication Meeting. Prior to submittal of a site plan application for consideration by the city, the applicant shall request a preapplication meeting with city staff on the express conditions that the city, its officers, and employees shall be held harmless and released from any claims for damages arising from discussions at said preapplication meeting. The city shall provide written comments to the applicant, and may discuss the general goals and objectives of the proposal, the overall design possibilities, the general character of the site, including environmental constraints, and development. The focus of the meeting shall be general in nature and none of the discussions shall be interpreted as a commitment by the city or applicant. No statements or assurances made by city representatives shall in any way relieve the applicant of his or her duty to submit an application consistent with all relevant requirements of all pertinent city, state and federal codes, laws, regulations and land use plans.

(2) Preliminary Drawing.

(a) The applicant shall provide an accurate drawing showing proposed site layout, building location(s) and size, access, utilities location, open space and adjacent land use. This drawing must be provided to the city before a preapplication meeting may be scheduled.

(b) The applicant shall also provide a legal description of the property and a vicinity map.

22G.120.060 Application submittal.

(1) Application Fees. The applicant shall pay the required fees as established in Chapter 22G.030 MMC *Land Use and Development Fees* when submitting the land use application for site plan review.

(2) Application Documents. A site plan review application shall consist of the following documents: land use application form, legal descriptions of parcel(s), vicinity map, title report/plat certificate, site plan, environmental checklist (if required), building elevations, landscaping plans, and preliminary drainage plans and drainage report. The following additional items may need to be submitted if determined to be necessary: traffic impact analysis, geotechnical report, and critical areas analysis and preliminary mitigation plan. The city shall provide appropriate forms and application instructions.

(3) Site Plan. The proposed site plan shall contain the following information:

(a) The name or title of the proposed project;

(b) The date, north arrow and appropriate engineering scale as approved by the community development department (e.g., one inch equals 20 feet; one inch equals 30 feet; one inch equals 40 feet; one inch equals 50 feet; one inch equals 60 feet);

(c) Property lines and dimensions;

(d) Location and name of existing and proposed streets and right-of-way;

(e) Drainage channels, watercourses, marshes, lakes and ponds;

(f) Existing and proposed structures and setbacks;

(g) The location of existing driveways;

(h) All easements and uses including the references to Auditor's File Numbers;

(i) Existing and proposed utilities services;

(j) Fire hydrant location and distance;

(k) Five-foot contour lines;

(l) Preliminary street profile together with a preliminary grading and preliminary storm drainage plan and report;

(m) A typical cross-section of the proposed street improvements; and

(n) Any regulated sensitive area such as wetlands, steep slopes or wildlife habitat.

(4) Additional Application Requirements. If the city finds the presence of any of the following site conditions, then the city may require the applicant to provide additional information such as detailed studies and site plans.

- (a) Site has existing slopes exceeding 15 percent for more than 50 (running) feet;
- (b) Site has permanent drainage course or wetlands;
- (c) Conditions exist on the site or in the area adjacent to the site which may contribute to or cause erosion, drainage problems, surface slippage or other geological hazards;
- (d) Site has other unique physical features or sensitive features;
- (e) The development will result in 10 or more peak-hour vehicular trips onto public streets, or sight distance/safety concern.

(5) Land Use Applications Processed Simultaneously. Unless an applicant for site plan approval requests otherwise, a site plan application shall be processed simultaneously with any application for rezones, variances, street vacations and similar quasi-judicial or administrative actions to the extent that procedural requirements applicable to these actions permit simultaneous processing.

22G.120.070 Review process – City department action

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

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

22G.120.080 Approval.

(1) Standards for Site Plans. The standards set forth in this chapter are to be used for site plan review.

(2) Provisions for Approval. No site plan shall be approved unless appropriate provisions are made for, but not limited to, the public health, safety, and general welfare.

22G.120.090 Public use reservations.

Street Right-of-Way Realignment, Dedication or Widening. If the city concludes that the street right-of-way adjacent to a proposed development is inadequate for widening, and realignment of the existing street is necessary as a direct result of the proposed development, then the city may require a dedication of necessary right-of-way and improvement of that right-of-way, in accordance with Chapter 12.02A MMC *Street Department Code*.

22G.120.100 Design with environment.

Information generated through the environmental review process, if applicable, will be used in designing the development in such a way as to mitigate potential adverse environmental impacts.

22G.120.110 Development with existing structures.

In reviewing any project, all existing structures shall comply with the standards of this chapter and the requirements of Title 22 MMC. However, if the structures are nonconforming, the applicant shall bring the project into compliance with the standards set forth in Title 22 MMC to the maximum extent possible. This chapter does not allow the applicant to increase or intensify the nonconforming nature of the structure.

22G.120.120 Site-specific energy conservation.

The use of site-specific energy schemes shall be encouraged that best offer opportunities for maximum use of southern exposures and the use of natural climate conditions. Consideration should be given to design which preserves opportunities for potential future installments of solar energy systems as allowed for in Chapter 22C.270

22G.120.130 Landscaping.

Landscaping shall be required on all projects in accordance with Chapter 22C.120 MMC *Landscaping and Screening* and all other applicable landscaping design standards outlined in Title 22 MMC.

22G.120.140 Off-street Parking.

Off-street parking shall be provided in accordance with Chapter 22C.130 MMC *Parking and Loading*. All parking lots shall be hard-surfaced and designed per city standards.

22G.120.150 Loading areas.

Loading areas, when required, shall be provided per Chapter 22C.130 MMC *Parking and Loading*.

22G.120.160 Outdoor storage.

Outdoor storage areas that contain material not for sale, rent or lease to the public shall be fully screened from view from all streets and residential zoning boundary in accordance with MMC Chapter 22C.120, *Landscaping and Screening*, and all other applicable screening standards outlined in Title 22 MMC.

22G.120.170 Signs.

All signs shall be per MMC Title 22 and Chapter 22C.160 MMC *Signs*. All signing shall be approved by the city and integrated into the building design and the overall site plan.

22G.120.180 Building setbacks.

All setbacks for structures shall comply with Title 22C MMC *Land Use Standards*.

22G.120.190 Fire hydrants.

- (1) Fire hydrants shall be installed in accordance with Title 9 MMC *Fire*.
- (2) Fire hydrants must be approved and operating prior to wood framing of buildings.

22G.120.200 Access and circulation.

Ingress, egress and general circulation shall be approved by the city engineer.

22G.120.210 Street frontage.

Whenever a project is proposed on an existing public street, frontage shall be improved to current city standards in accordance with Chapter 12.02A *Street Department Code*.

22G.120.220 Sewer improvements.

All sewer improvements shall be required as specified in Title 14 MMC *Water and Sewers*.

22G.120.230 Water improvements.

All water improvements shall be required as specified in Title 14 MMC *Water and Sewers*.

22G.120.240 Drainage improvements.

Drainage improvements shall be required as specified in Title 14 MMC *Water and Sewers*.

22G.120.250 Clearing and grading.

- (1) Before any site modification where existing natural features would be disturbed or removed, a grading plan must be submitted to the city and approved by the city showing the extent of the proposed modification.
- (2) Debris, waste, trees, timber, junk, rubbish or other materials of any kind shall not be buried in any land or deposited in any surface water.
- (3) All erosion control plans must be in compliance with city standards and MMC Chapter 14.15 , Controlling Storm Water Runoff From New Development, Redevelopment, and Construction Sites.

22G.120.260 Easements.

Permanent easements shall be provided, as necessary, for utilities and other public services identified prior to certificate of occupancy being granted.

22G.120.270 Underground wiring.

- (1) It is the intent of this provision to eliminate insofar as possible the installation of overhead wires and of wire-carrying poles being henceforth developed under this chapter.
- (2) All projects shall have all power lines, telephone wires, television cables, fire alarm systems and other communication wires, cables or lines placed in underground location either by direct burial or by means of conduit or ducts and, with the exception of the city fire alarm system, providing service to each building site.

(3) All such underground installations or systems shall be approved by the appropriate utility company and shall adhere to all governing applicable regulations including but not limited to the city and state applicable regulations and specific requirements of the appropriate utility.

(4) If the appropriate utility company will not approve an underground installation or system because it cannot reasonably be installed according to accepted engineering practices, applicant may request a waiver of the requirement of underground installations or systems to the city engineer. If the city engineer concurs that under accepted engineering practices underground installations or systems cannot reasonably be installed, a waiver shall be granted. If the city engineer does not concur, recommendations shall be made relating to the undergrounding of electrical service to the applicant for transmittal to the appropriate utility company.

(5) All utility easements within a proposed development shall be approved by the appropriate utility company before a certificate of occupancy is granted and shall be shown in their exact location on the final record drawing of said development.

(6) Nothing in this section or any other section of this title in relation to underground wiring shall be construed to prohibit the placement of pad mounted transformers, terminal pedestals or other electrical and communications devices above ground, as determined by the appropriate utility involved.

22G.120.280 Improvements – Smooth transition required.

All improvements required by this title shall be extended as necessary to provide a smooth transition with existing improvements, both laterally across the street and longitudinally up and down the street, for utilities, vehicular and pedestrian traffic.

22G.120.290 Utility improvement plans.

All street and utility improvement plans shall be prepared by a state of Washington licensed civil engineer. All plans shall be prepared on reproducible Mylar material and presented to the city for approval.

22G.120.300 Acceptance of improvements.

The city engineer is authorized to accept all improvements and/or right-of-way dedications required in this title on behalf of the city.

22G.120.310 Performance guarantee requirements.

(1) Site improvements shall be completed prior to a certificate of occupancy being granted, or at the discretion of the city engineer, or his designee, security for performance in accordance with the provisions of Chapter 22G.040 MMC may be supplied. The duration for any such security for performance shall not be longer than one year.

(2) Security for performance shall not be released until all applicable departments responsible for acceptance and maintenance of improvements have approved said release.

22G.120.320 Site improvements designated.

Site improvements shall include, but are not limited to: grading of entire width of street rights-of-way, asphalt/concrete surfacing of roadways (as per city standards contained in

the street code), curbs, gutters and sidewalks constructed according to the street code and construction of drainage facilities. The developer shall request inspection of the improvements by the city engineer or his designee at the following times:

- (1) Erosion control measures are installed;
- (2) Rough grading is complete and prior to placing pit run;
- (3) Storm sewer completion;
- (4) Roadway including curb and gutter completion;
- (5) When all improvements, including monuments, have been placed.

All improvements which do not meet city standards shall be immediately replaced or repaired prior to proceeding. The city engineer, or his designee, will inform the developer in writing of any improvements which are not acceptable.

22G.120.330 Warranty requirements for acceptance of final improvements.

(1) After satisfactory completion of roadway improvements, including streets, curbs, gutters and sidewalks, and storm water drainage improvements, and after satisfactory completion of on-site retention facilities, if any, the owner and/or developer shall provide the city with security for maintenance in accordance with the provisions of Chapter 22G.040 MMC. The warranty period for the security for maintenance shall be a minimum of two years.

(2) For the purpose of this title, final approval shall not be given until such time as all of the required improvements have been satisfactorily installed in accordance with the requirements of preliminary approval or security for performance and security for maintenance have been provided and accepted by the city.

22G.120.340 Survey.

A survey conducted by or under the supervision of a registered land surveyor licensed in the state of Washington must be submitted; provided, that the community development director may waive this requirement for minor projects, additions, or other proposals where property boundaries are known. Where a survey is waived, an agreement shall be executed with the city saving and holding it harmless from any damages, direct or indirect, as a result of the approval of the site plan.

22G.120.350 Dedication.

Any dedication, donation or grant as shown on a site plan shall be completed and recorded with the auditor's office prior to a certificate of occupancy being granted.

22G.120.360 Review process – Decision by city.

(1) If the city engineer and community development director find that appropriate provisions have been made according to the requirements of this title, then the site plan may be granted preliminary approval. If the city engineer and community development director find that the site plan does not make the appropriate provisions according to the requirements of this title, the city may disapprove or return it to the applicant for modification and conditions for approval.

(2) The site plan approval decision shall be in writing and shall include findings of fact and conclusions.

(3) Approval of the site plan by the community development director and city engineer shall constitute authorization for the applicant to develop the site plan facilities and improvements as required in the site plan approval.

(4) Administrative decisions may be appealed in accordance with MMC 22G.010.530

22G.120.370 Application time limits.

(1) A decision on site plan applications subject to this chapter shall be made within one hundred twenty days of submission of a complete application as set forth in MMC 22G.010.050.

(2) The following shall be excluded when calculating this time period:

(a) Any period during which the applicant has been requested by the department to correct plans, perform required studies, or provide additional required information due to the applicant's inaccurate or insufficient information.

(b) Any period during which an environmental impact statement is being prepared.

(c) Any period for administrative appeals.

(d) Any extension for any reasonable period mutually agreed upon in writing between the applicant and the department (RCW 36.70B.080(1)).

22G.120.380 Termination of Approval.

(1) Approval of the application shall expire five years from the date the approval was final.

(2) The period may be extended by the director for up to one year upon showing a good faith effort to complete the project and proper justification. Proper justification consists of one or more of the following conditions:

(a) Economic hardship;

(b) Change of ownership;

(c) Unanticipated construction and/or site design problems;

(d) Other circumstances beyond the control of the applicant determined acceptable by the community development director.

Exception: Due to current economic conditions, projects which receive preliminary approval on or before December 31, 2012 may apply to the director for a one-time, 36 month time extension.

(3) The applicant must file a written request with the director requesting the extension at least 30 days before expiration.

(4) Once the time period and any extensions have expired, preliminary approval shall terminate and the application is void and deemed withdrawn.

Section 4. Section 22A.010.160, Amendments, of MMC Chapter 22A.010, General Administration, is hereby amended as follows by adding reference to this adopted ordinance in order to track amendments to the City's Unified Development Code:

"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>
_____	Site Plan Review Code	_____, 2012"

Section 5. Severability. If any section, subsection, sentence, clause, phrase or work 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 6. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2012.

CITY OF MARYSVILLE

By: _____
JON NEHRING, MAYOR

Attest:

By: _____
CITY CLERK

Approved as to form:

By: _____
GRANT K. WEED, CITY ATTORNEY

Date of Publication: _____

Effective Date: _____
(5 days after publication)