

**Marysville City Council Meeting****December 12, 2016****7:00 p.m.****City Hall****Call to Order****Invocation****Pledge of Allegiance****Roll Call****Approval of the Agenda****Committee Reports****Presentations****Audience Participation****Approval of Minutes** (*Written Comment Only Accepted from Audience.*)

1. Consider the November 7, 2016 City Council Work Session Minutes

2. Consider the November 14, 2016 City Council Meeting Minutes

**Consent**

3. Consider Approval of the November 18, 2016 Payroll in the Amount \$949,927.92; Paid by EFT Transactions and Check Numbers 30363 through 30396

4. Consider Approval of the November 23, 2016 Claims in the Amount of \$608,345.57; Paid by EFT Transactions and Check Numbers 112611 through 112779 with No Checks Voided

5. Consider Approval of the November 30, 2016 Claims in the Amount of \$245,552.15; Paid by EFT transactions and Check Numbers 112780 through 112922 with No Checks Voided

6. Consider Approval of Supplemental No. 3 to the Professional Services Agreement with RH2 Engineering, Inc. for a No Cost Time Extension for the Water Comprehensive Plan Update

7. Consider Approval of the Snohomish County PUD Distribution Easement with PUD and Frontier

8. Consider Approval of the Interlocal Agreement for Jail Services with Snohomish County

***\*These items have been added or revised from the materials previously distributed in the packets for the December 5, 2016 Work Session.***

## Marysville City Council Meeting

**December 12, 2016**

**7:00 p.m.**

**City Hall**

9. Consider Approval of the Professional Services Agreement with Valli Information Systems, a Subsidiary Billing Documents Specialist
10. Consider Accepting the State Avenue/100<sup>th</sup> Street NE Water Main Repair Project with Taylor's Excavators, Inc., Starting the 45-Day Lien Filing Period for Project Closeout
11. Consider Approval of the Renewal of the United States Bankruptcy Court Facility Use Agreement
12. Consider Approval of the Third Amendment to the Agreement with Puget Sound Security for Entrance Security Screeners
13. Consider Approval of the Fuel Tax Grant Agreement and Project Funding Status Form with the State of Washington Transportation Improvement Board (TIB) for Grant Funding for the State Avenue 100th Street NE to 116<sup>th</sup> Street NE Project
16. Consider Approval of the Waste Management Solid Waste Collection Agreement
17. Consider Approval of the Proposed First Amendment to Agreement for Joint Operation of Fire and Emergency Medical Protection Facilities Dated April 18, 2016
20. Consider Approval of the December 5, 2016 Payroll in the Amount of \$1,748,195.89; Paid by EFT Transactions and Check Numbers 30397 through 30431 \*
21. Consider Approval of the December 7, 2016 Claims in the Amount of \$1,698,232.02; Paid by EFT Transactions and Check Numbers 112923 through 113087 with Check Numbers 112091 and 112674 Voided \*

### **Review Bids**

### **Public Hearings**

### **New Business**

14. Consider an **Ordinance** Increasing Water, Sewer, and Surface Water Utility Rates and Amending Sections 14.07.005, 14.07.060, 14.07.070, and 14.19.050 of the Marysville Municipal Code as Authorized Under MMC Section 14.07.075
15. Consider an **Ordinance** Relating City's Comprehensive Plan; Amending the Comprehensive Plan by the Adoption of the Marysville, Lake Stevens and Lakewood School Districts' 2016 – 2021 Capital Facilities Plans as a Sub-element 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, and Repealing Ordinance No. 2976

*\*These items have been added or revised from the materials previously distributed in the packets for the December 5, 2016 Work Session.*

## Marysville City Council Meeting

**December 12, 2016**

**7:00 p.m.**

**City Hall**

18. Consider an **Ordinance** Amending the 2015-2016 (2016 Portion) Biennial Budget and Providing for the Increase of Certain Expenditure Items as Budgeted for in Ordinance No. 2972 \*

19. Consider an **Ordinance** Amending the 2017-2018 Biennial Budget and Providing for the Addition to the Pay Classification, Grades, and Ranges as Budgeted for in Ordinance No. 3042 \*

22. Consider the Special Counsel Agreement with Summit Law \*

23. Consider the Professional Services Agreement between City of Marysville and Strategies 360 for Consultant Services \*

### **Legal**

### **Mayor's Business**

### **Staff Business**

### **Call on Councilmembers**

### **Adjournment/Recess**

### **Executive Session**

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

### **Reconvene**

### **Adjournment**

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

*\*These items have been added or revised from the materials previously distributed in the packets for the December 5, 2016 Work Session.*

# *Index #1*

COUNCIL



*DRAFT*  
MINUTES

**Work Session**  
*November 7, 2016*

**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, Kamille Norton, 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 Jon Walker, Public Works Director Kevin Nielsen, Parks, Culture and Recreation Director Jim Ballew, Community Development Director Dave Koenig, Fire Chief Martin McFalls, and Recording Secretary April O'Brien.

**Motion** made by Councilmember Muller, seconded by Councilmember Wright, to approve the agenda. **Motion** passed unanimously (7-0).

**Committee Reports**

none

**Presentations**

A. Snohomish Health District Information

Pete Mayer, Deputy Director and Chief Operating Officer and Jeff Ketchel, Environmental Health Director provided information regarding the Snohomish

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Health District's per capita funding request and what the health district does for the community.

Mayor Nehring explained that a letter was sent by North County Mayors and advised that at least seven Mayors had pledged one to two dollars per capita in their budgets with Council approval.

Councilmember Muller asked for the historical perspective for funding. Deputy Director Mayer explained that in the 90's the State Legislature moved responsibility for public health service delivery from cities to county and swept a portion of the cities impact revenues to help offset costs. The funds didn't meet the needs for public service delivery. In the late 90's – 2000's public health lost more dollars due to various initiatives. Funds haven't been fully backfield or adjusted for inflation. The health district views funding as a shared responsibility between local jurisdiction, cities, counties, state and federal government. The health district has relied on grants and contracts in the past. A large portion of the funds are restricted on how they can be used and flexible funds continue to dwindle. At this point, they are facing elimination of 18 FTEs in order to balance the budget without relying on a one-time balance. Their budget ad hoc committee is recommending to restore the occupied positions. If we do this, it would create a gap of half million dollars and still would result in an elimination of 11.5 FTEs. They will be going to the State Legislature in January to request funding to fill critical gaps.

Councilmember Muller asked if the two dollars is a short term ask. Deputy Director Mayer stated that the initial ask to the State Legislature is a lifeline. Going forward the health jurisdictions across the state are working with the Governor's Office and the OFM on a model for the future funding. In 2019, they will be going to State Legislature for full request for funding.

Director Ketchel commented that some of the goals of the health district is to develop long term funding and build long term relationships with cities.

Councilmember Wright commented that over the last eight to ten years so many of the programs the Snohomish Health District offered have been cut if other entities provided them. She asked Deputy Director Mayer what the health district provides that other entities can't. Deputy Director Mayer explained that some examples of services the health district provides:

- tuberculous control and treatment
- expertise to handle complex issues and clients
- staff has the ability to observe clients taking their prescribed medication to ensure they have a successful drug regimen. If a client becomes drug resistant or multi drug resistant health, costs can be up to \$250,000.
- Provides emergency response activities

Director Ketchel provided examples of things the health department does on a proactive basis.

Councilmember Norton, asked if funds are provided to the Snohomish County Health District will they be used to fund the 18 FTEs and what services those positions provide. Deputy Director Mayer reviewed some of the 18.8 positions and the unique services they provide. Their budget ad hoc committee recommended that they restore the occupied positions.

Councilmember Vaughan asked if there are any cities or counties that operate their own public health services within their agency.

Deputy Director Mayer replied that there are many models in the State of Washington and that Snohomish Health District is one model. They are a single health district formed by the county to deliver public health services. He also reviewed other models of health districts.

Councilmember Vaughan asked if all jurisdiction were covered under special purpose districts for board of health. Deputy Director Mayer replied that they are not.

Councilmember Vaughan asked if any of the jurisdiction have taxing authority. Deputy Director Mayer replied that they do not.

Councilmember Vaughan asked if the 15-member board Snohomish Health District has is an effective governance structure. Deputy Director Mayer believes structure can be more effective by improving on policy, how board convenes, and establishes rules and procedures.

Councilmember Vaughan asked for Deputy Director Mayer's opinion on which was better; health districts versus those public health agencies that don't operate as a district.

Deputy Director Mayer believes the special purpose health district model works best because it focuses only on health. They are also part of a public health emergency preparedness region.

Councilmember Vaughan asked Deputy Director Mayer for his thoughts about the health district potentially rolling back into the County. Deputy Director Mayer thought there would still be questioning regarding financing and structure under the County. He believes that the districts effectiveness could be compromised.

Deputy Director Mayer reviewed the cuts that the health district has experienced in the last ten years. Snohomish Health District is ranked 34 out of 35 in per capita investment in the state.

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Councilmember Vaughn asked if the health district has had to scale back in the last ten years. Deputy Director Mayer reviewed programs and services that have been eliminated or scaled back.

Councilmember Vaughan asked what the funding trend has been like. Deputy Director Mayer didn't have that information available but planned to provide it to Councilmember Vaughan.

## Discussion Items

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

1. Consider Approval of the October 3, 2016 City Council Work Session Minutes  
There were no comments.

2. Consider Approval of the October 10, 2016 City Council Meeting Minutes  
There were no comments.

### Consent Items

3. Consider the October 19, 2016 Claims in the Amount of \$609,606.86; Paid by EFT Transactions and Check Numbers 111821 through 111988 with No Checks Voided  
There were no comments.

4. Consider the October 26, 2016 Claims in the Amount of \$952,186.15; Paid by EFT Transactions and Check Numbers 111989 through 112145 with Check Numbers 85767, 85977, 87688, 88024, 88048, 88086, 88104, 88132, 91238, 91272, 91467, 91945, 91964 and 93109 Voided  
There were no comments.

## Review Bids

### Public Hearings

5. Consider an Ordinance of the City of Marysville Adopting a Biennial Budget for the City of Marysville, Washington, for the Biennial Period of January 1, 2017 to December 31, 2018, Setting Forth in Summary Form the Totals of Estimated Revenues and Appropriations for Each Separate Fund and the Aggregate Totals of all such Funds Combined, and Establishing Compensation Levels as Proscribed by MMC 3.50.030 (Public Hearing will be Held November 14, 2016)

The Mayor advised there will be a Public Hearing next week on this item. Director Langdon reviewed expenses and revenues for the Opera House and Director Ballew was available for questions.

Councilmember Vaughan asked if the \$38,000 in capital expenses are amortized or is it a hit in the first year. Director Langdon explained that most of the cost are under \$5,000 so it would be a onetime hit.

Councilmember Vaughan asked if the yearend \$30,000 loss is minus the capital. Director Langdon responded that it was.

Councilmember Norton asked if the budget assumes requests for additional staffing. Director Langdon responded that staff wages come out of the recreation programs and services.

Councilmember Seibert stated that he didn't have the ordinance in his packet. Director Langdon advised that the salary scales haven't been completed but will be available in next cycle.

Councilmember Norton asked if the AWC salary survey information can be used to evaluate employees' salaries instead of hiring a consultant. CAO Hirashima explained that AWC does a quick survey. The consultant goes through each job description and does a comparable based on organization in detail. The non-union positions haven't been reviewed for approximately ten years.

Councilmember Toyer asked what the end goal is. CAO Hirashima responded to analyze if each position has remained in the mark. If there are any recommended changes, they would come to Council for approval.

Councilmember Norton asked what is the 100,000 new business incentive going to be used on. CAO Hirashima explained that it is not a new program. It is a traffic impact fee exemption. If a business generates a certain level of income for sales tax, we provide a rebate. Director Langdon added that it is done over a 3-year period.

6. Consider an Ordinance of the City of Marysville Levying Regular Taxes Upon all Property Real, Personal and Utility Subject to Taxation within the Corporate Limits of the City of Marysville, Washington for the Year 2017 (Public Hearing will be Held November 14, 2016)

Director Langdon stated that item six and seven are related to property tax.

7. Consider an Ordinance of the City of Marysville Levying EMS Taxes Upon all Property Real, Personal and Utility Subject to Taxation within the Corporate Limits of the City of Marysville, Washington for the year 2017 (Public Hearing will be Held November 14, 2016)

Director Langdon mentioned that the fire district is taking the 1% on regular and EMS. Councilmember Seibert pointed out a typo in section one. Director Langdon stated that she corrected it and the typo in section two. Councilmember Seibert asked if the increase was included in the budget. Director Langdon stated that it was.

## **New Business**

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8. Consider the Mutual Aid and Assistance Agreement with Washington State for Intrastate Water/Wastewater Agency Response Network (WARN)  
Direction Nielsen stated that this agreement sets a format for how we provide or receive services for recouping our cost.

9. Consider the Hotel/Motel Recommendations to Award Funding  
CAO Hirashima reviewed the Hotel/Motel recommendations.

Councilmember Norton commented that she supports the recommendations and that the committee would like to see some new applicants come through with sporting events in the future.

Councilmember Wright asked if the amounts are what was requested. Councilmember Norton explained that most are partially funded.

Councilmember Muller asked if we had any idea how much more the new hotel will add to fund. CAO Hirashima stated they would have estimate by the number of rooms that are already in the City.

10. Consider the Proposed First Amendment to Agreement for Joint Operation of Fire and Emergency Medical Protection Facilities Dated April 18, 2016

CAO Hirashima reviewed the proposed agreement that would go through 2017. The agreement went through the finance committee and was brought to council. Councilmember Seibert added that the City is asking them to consider dispute resolution and to go through mediation rather than straight to arbitration.

11. Consider an Ordinance Establishing Parks and Recreation Department Fee Schedules and Repealing Ordinance No. 2502

Director Ballew reviewed fee changes and the possibility to provide a discount for partnering agencies.

Councilmember Vaughan recommended looking at usual time allotted for a venue as well as peak season/ nonpeak pricing for the Opera House.

Director Ballew replied that Staff will review rates for opera house.

Councilmember Toyer asked how many weddings have been held at the Opera House. Director Ballew estimated there had been 8 weddings with a total of 31 events since March.

## **Legal**

## **Mayor's Business**

- The Mayor recognized Director Langdon and her team for receiving a Certificate of Achievement for Financial Planning letter regarding the CAFR. Director Langdon added that Denise Gritton does a great job on the CAFR.
- The Mayor talked about the AMTEC expansion tour at Everett Community College and what a wonderful opportunity it is for kids in this area.

### **Staff Business**

Director Langdon had no comments.

Chief Smith had not comments.

Director Nielsen

- 172<sup>nd</sup> railroad crossing work that was scheduled for December 20 – 22 has been postponed.
- Paving has been completed on 88<sup>th</sup>, Grove, and 136<sup>th</sup>.
- 88<sup>th</sup> and State Avenue still needs to be paved and will be done at night.
- Beach will be paved once traffic circle is put in.
- 3<sup>rd</sup> Street is under construction and a meeting will be held with the Downtown Merchants tomorrow night.
- Pre-com on Sunnyside will be happening this week.
- Pre-com for phase II of the waterfront trail beautification will be held next week.

Director Ballew:

- Opera House had its first sellout performance Saturday night.
- All City Food Drive collected 6000 pounds.

Director Koenig

- Water and storm water plans are going to the Planning Commission
- Public Hearing on Lakewood, Marysville, and Lake Stevens School Districts Capital Facilities Plan
- Community Development and Public Works met with Community Transit regarding a comprehensive plan they're developing. The city provided background on a traffic and development standpoint to help with their plan.

Chief McFalls had no comments

### **Call on Councilmembers**

Rob Toyer had no comments.

Michael Stevens had no comments.

Jeff Vaughan had no comments.

Jeff Seibert had no comments.

Donna Wright

- She attended the Washington Fire Commission conference. Chief Hots and Darrington Fire Chief put on a nice presentation.
- She asked if any Councilmembers wanted to volunteer to be a bell ringer for the Salvation Army between 12-1 p.m. on November 18. Councilmember Muller volunteered.

Kamille Norton had no comments

City Attorney Walker stated the need for a ten-minute Executive Session/Closed Session to discuss labor and collective bargaining with action expected.

CAO Hirashima had no comments.

### **Recess**

Council recessed at 8:30 p.m. for five minutes before reconvening into Closed Session with action expected.

### **Executive Session**

- A. Litigation
- B. Personnel per RCW 42.30.140 (4)(a)
- C. Real Estate

Closed session ended and public meeting reconvened at 8:45 p.m.

### **Adjournment**

**Motion** made by Councilmember Muller, seconded by Councilmember Seibert, to authorize the Mayor to sign the agreement with the Marysville Police Officers Association (MPOA). **Motion** passed unanimously (7-0).

Seeing no further business Mayor Nehring adjourned the meeting at 8:45 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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Mayor  
Jon Nehring

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April O'Brien  
Deputy City Clerk

# *Index #2*

<b>Call to Order/Pledge of Allegiance/Roll Call</b>	7:00 p.m.
<b>Approval of the Agenda</b>	Approved
<b>Committee Reports</b>	
<b>Presentations</b>	
Corporals Swearing In	Held
<b>Audience Participation</b>	
<b>Approval of Minutes</b>	
Consider Approval of the October 3, 2016 City Council Work Session Minutes	Approved
Consider Approval of the October 10, 2016 City Council Meeting Minutes	Approved
<b>Consent Agenda</b>	
Consider Approval of the October 19, 2016 Claims in the Amount of \$609,606.86; Paid by EFT Transactions and Check Numbers 111821 through 111988 with No Checks Voided	Approved
Consider Approval of the October 26, 2016 Claims in the Amount of \$952,186.15; Paid by EFT Transactions and Check Numbers 111989 through 112145 with Check Numbers 85767, 85977, 87688, 88024, 88048, 88086, 88104, 88132, 91238, 91272, 91467, 91945, 91964 and 93109 Voided	Approved
Consider Approval of the Hotel/Motel Recommendations to Award Funding	Approved
Consider Approval of the Proposed First Amendment to Agreement for Joint Operation of Fire and Emergency Medical Protection Facilities Dated April 18, 2016	Approved
Consider Approval of the November 2, 2016 Claims in the Amount of \$750,809.71; Paid by EFT Transactions and Check Numbers 112146 through 112332 with No Checks Voided	Approved
Consider Approval of the November 4, 2016 Payroll in the Amount of \$1,711,322.15; Paid by EFT Transactions and Check Numbers 30329 through 30362	Approved
<b>Review Bids</b>	
<b>Public Hearings</b>	
Consider an Ordinance of the City of Marysville Adopting a Biennial Budget for the City of Marysville, Washington, for the Biennial Period of January 1, 2017 to December 31, 2018, Setting Forth in Summary Form the Totals of Estimated Revenues and Appropriations for Each Separate Fund and the Aggregate Totals of all such Funds Combined, and Establishing Compensation Levels as Proscribed by MMC 3.50.030	Hearing Held Ordinance Continued
Consider an Ordinance of the City of Marysville Levying Regular Taxes Upon all Property Real, Personal and Utility Subject to Taxation within the Corporate Limits of the City of Marysville, Washington for the Year 2017	Failed
Consider an Ordinance of the City of Marysville Levying EMS Taxes Upon all Property Real, Personal and Utility Subject to Taxation within	Approved Ord. No. 3039

the Corporate Limits of the City of Marysville, Washington for the year 2017	
<b>New Business</b>	
Consider a Resolution Authorizing the Mayor to Sign the Mutual Aid and Assistance Agreement for Washington State for Intrastate Water/Wastewater Agency Response Network (WARN)	Approved Res. No. 2407
Consider an Ordinance Establishing Parks and Recreation Department Fee Schedules and Repealing Ordinance No. 2502	Approved Ord. No. 3040
<b>Legal</b>	
<b>Mayor's Business</b>	
<b>Staff Business</b>	
<b>Call on Councilmembers</b>	
<b>Adjournment</b>	8:56 p.m.

COUNCIL*DRAFT*  
MINUTES**Regular Meeting**

November 14, 2016

**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, Kamille Norton, 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 Jon Walker, Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, Community Development Director Dave Koenig, Fire Chief Martin McFalls, and Recording Secretary Laurie Hugdahl.

**Motion** made by Councilmember Muller, seconded by Councilmember Wright, to approve the agenda. **Motion** passed unanimously (7-0).

**Committee Reports**

Councilmember Seibert reported on the Public Works Committee from last week where they discussed the contract with Waste Management and went on a tour of Water Treatment Plant at the Sunnyside Well. It's nice to see that coming along.

**Presentations**

## A. Corporals Swearing-In

Michael Burtis, Brandon Palmer, and Michael Saint-Denis were introduced by Chief Smith and Lt. Buell and sworn in as Corporals by Mayor Nehring.

**Audience Participation**

None

**Approval of Minutes**

1. Consider Approval of the October 3, 2016 City Council Work Session Minutes

**Motion** made by Councilmember Stevens, seconded by Councilmember Muller, to approve the October 3, 2016 City Council Work Session Minutes. **Motion** passed unanimously (7-0).

2. Consider Approval of the October 10, 2016 City Council Meeting Minutes

**Motion** made by Councilmember Vaughan, seconded by Councilmember Stevens, to approve the October 10, 2016 City Council Meeting Minutes. **Motion** passed unanimously (7-0).

**Consent**

3. Consider Approval of the October 19, 2016 Claims in the Amount of \$609,606.86; Paid by EFT Transactions and Check Numbers 111821 through 111988 with No Checks Voided
4. Consider Approval of the October 26, 2016 Claims in the Amount of \$952,186.15; Paid by EFT Transactions and Check Numbers 111989 through 112145 with Check Numbers 85767, 85977, 87688, 88024, 88048, 88086, 88104, 88132, 91238, 91272, 91467, 91945, 91964 and 93109 Voided
9. Consider Approval of the Hotel/Motel Recommendations to Award Funding
10. Consider Approval of the Proposed First Amendment to Agreement for Joint Operation of Fire and Emergency Medical Protection Facilities Dated April 18, 2016
12. Consider Approval of the November 2, 2016 Claims in the Amount of \$750,809.71; Paid by EFT Transactions and Check Numbers 112146 through 112332 with No Checks Voided

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13. Consider Approval of the November 4, 2016 Payroll in the Amount of \$1,711,322.15; Paid by EFT Transactions and Check Numbers 30329 through 30362

**Motion** made by Councilmember Wright, seconded by Councilmember Vaughan, to approve Consent Agenda items 3, 4, 9, 10, 12, and 13. **Motion** passed unanimously (7-0).

## Review Bids

## Public Hearings

5. Consider an Ordinance of the City of Marysville Adopting a Biennial Budget for the City of Marysville, Washington, for the Biennial Period of January 1, 2017 to December 31, 2018, Setting Forth in Summary Form the Totals of Estimated Revenues and Appropriations for Each Separate Fund and the Aggregate Totals of all such Funds Combined, and Establishing Compensation Levels as Proscribed by MMC 3.50.030

Finance Director Langdon made a PowerPoint presentation on the 2017-2018 Biennial Budget. Expenditures are \$270 million; ending fund balance is \$23 million and total appropriation is \$294 million. The assumptions they made for this budget were the 2% annual rate adjustment for water/sewer/storm, to continue the additional 1% telephone tax, a 1% regular property tax for 2017, and a 1% EMS property tax for 2017. Full Time Equivalent employees are increasing from 274.5 in 2016 to 281.8 in 2017-18.

The General Fund Preliminary Revenue Summary shows a 3.7% increase in property tax from 2016 to 2017 and 1.8% in 2018. Sales tax is showing an 8% increase from the Amended Budget, a 5% increase from the Estimated Budget, and 3.5% in the 2018 Budget. Business Taxes are showing a 3.4% increase from 2016 to 2017 and 3.9% from 2017-2018. Overall General Fund Revenues have increased 4.1% from 2016 to 2017 and 2.4% from 2017-2018.

General Fund Expenditures as shown by departments were reviewed. Overall there was a decrease from 2016 to 2017 of 1.9% and an increase from 2017 to 2018 of 2.6%. The General Fund expenditures by Department pie chart shows that Law, Safety, and Justice comprises about 66% of the total budget. Parks and Recreation is 6%, Community Development is at 6%, and Non-Departmental is at 11%. General Fund Expenditures by category reveals that Labor is the largest cost at 51%. Intergovernmental is second at 27%, and Operating Transfers is at 8%.

Finance Director Langdon then gave an overview of Special Revenue budgets including: Streets (\$8,915,617), Arterial Streets (3,200,000), Drug Enforcement Fund (\$240,000), Tribal Gaming Fund (\$21,853), Hotel/Motel Fund (\$193,692), KBCC Appreciation Fund (\$5,344), I/Net Fund (\$246,607), and CDBG Fund (\$700,000). Enterprise Funds were also reviewed: Utilities (\$76.5 million), Garbage and Refuse

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(\$14.5 million), and Golf (\$2,692,948). Inter-Fund Services were reviewed: Fleet Services (\$5.6 million), Facilities (\$1,292,756), and Information Services (\$2.5 million).

CAO Hirashima added that there was a request from the Council for additional information about the Waterfront Park and Trail cost breakdown, which was provided to them in the form of a memo.

The public hearing was opened at 7:25 p.m. Mayor Nehring solicited public comment. Seeing none, the public testimony portion of the public hearing was closed at 7:25 p.m.

Finance Director Langdon stated that the Ordinance in the packet was missing the Fire Department information for 2018 which Council had talked about during the work session. This is amended for \$352,671.

Councilmember Vaughan expressed appreciation for the memo on the parks. He asked about the grant money for Olympic View Park. Director Ballew explained that they won't know until the legislature recommends its final appropriations. It would be for \$500,000. Councilmember Vaughan asked if there are other portions of the park that would be eligible for grant funding. Director Ballew explained there are a variety of grants the City may be eligible for. CAO Hirashima commented that they have set an administrative target of \$2-\$3 million for outside resources in funding. The City has done very well in getting grant awards by applying for every grant that there is a potential fit for. She believes it is an attainable level of funding. The total cost breakdown is \$4 million for the trail and \$11 million for the park for a total of \$15 million. Councilmember Vaughan asked if the \$11 million for the park would cover any environmental fees. CAO Hirashima replied that it would.

Councilmember Seibert commented on a discrepancy between the electronic version and the packet version. Finance Director Langdon explained it had been updated for the Fire portion.

**Motion** made by Councilmember Wright, seconded by Councilmember Stevens, to adopt Ordinance No. 3039.

Councilmember Seibert asked if the 1% would be taken as a separate action later. Mayor Nehring confirmed this.

Councilmember Vaughan referred to the Citizens Survey done and responses to questions about public priorities. He commented that about 76% of Marysville citizens showed support for a public safety station. The numbers were similar with the Grove Street Bridge, but then dropped off quite a bit for the waterfront park and civic center. In looking at the budget he doesn't see anything that moves the jail forward which he thinks is important. He asked how the budget proposal squares with what they've talked about before. Mayor Nehring commented that 2/3 of the General Fund is spent on public safety. There are also two new patrol officers in the budget. The jail was a significant part of the discussion at the retreat and will continue to be an important need for the City. The reason the public safety building is not in this budget is because it is

unknown what will happen with the RFA and the potential of having a building housing both fire and police and the cost is still unknown. This will take some time. The directors and staff feel that the waterfront park and trail system and public safety building and the traffic networks in the north end are priorities. Staff is prepared to move forward on two of those and hope to come back with options on the public safety building later. CAO Hirashima pointed out that there are a total of 7 positions recommended in the Biennial Budget. 4.5 of those are in the Police Department. Those priorities were reviewed with the Police Chief and the Police Department to meet current needs.

Councilmember Norton asked about an approximate timeframe for when they might have better numbers for the jail. CAO Hirashima thought it might be within the next three months. She commented that staff looked at the Citizen Survey to guide decisions related to the budget. She commented that the way it was worded in the survey indicated that Council was looking at putting out a bond measure so that is why staff felt it was important to get the information and the numbers right before bringing it to the public.

Councilmember Toyer asked about optimal jail capacity and utilization now. CAO Hirashima stated it is identified as a 57-bed facility, but optimal utilization is around 40 beds. Chief Smith agreed. He said that after the study they reduced the facility to 53 beds because of the layout. He noted that the population fluctuates throughout the day so it is hard to capture. It is typically between 38 and 48 on an average basis. There is a problem with holding females because of separation needs. Mayor Nehring commented that the heroin epidemic also plays a part in this because sometimes people need to have a private cell for detoxing. Councilmember Toyer asked how often the police are not booking people and taking them into jail due to space issues. Chief Smith explained that people are not getting turned away, but there is a great deal of discretion between the jail and the patrol officers depending on the needs.

CAO Hirashima pointed out there are steps the City has taken over the last year in terms of revising its contracts with Arlington and Lake Stevens to ensure that Marysville has space for Marysville PD. Now it allows the Police Department and Custody Division to monitor bed space and assess the needs for the City. Chief Smith added that they are generally talking about misdemeanor crimes. When they get felony crimes they book them into the city jail and then move them to county jail. Those are not counted in the numbers for the city jail. Chief Smith commented that the jail primarily has a dorm-type setting so if there are disciplinary, mental, or medical issues they are typically sent to SCORE. Mayor Nehring commented that it is the policy of the Administration that if somebody needs to go to jail then they will go to jail.

Councilmember Seibert asked when staff anticipates going out for a vote on a public safety building. CAO Hirashima said staff is working on bringing back numbers as soon as possible. Councilmember Seibert asked about a backup plan in case it is not supported by the public. CAO Hirashima commented that there are other departments and needs tied to this issue, such as Fire, which are unknown so that is part of the process. Alternate site locations and variations in combinations are all being looked at. Councilmember Seibert suggested slowing down the park process a little bit until they get through the jail process and know that they have funding for it.

Councilmember Muller commented that in all of the modeling they took parks and a public safety building into consideration with the numbers they looked at. He asked if there is anything in this budget that would impact moving forward on a public safety building. CAO Hirashima commented that there were a variety of assumptions related to Fire that were looked at at the retreat. There needs to be a final resolution on Fire. A voted bond was also included as part of the model scenario. Finance Director Langdon agreed that in the models they looked at for the public safety building indicated it would be a voted bond.

Councilmember Vaughan expressed concern about priorities in the budget and then asking the citizens for funding a public safety building. He supports building a waterfront park, but he doesn't see why it needs to happen in the next few years. He suggested putting spending on the parks projects on hold until they have more information about the jail.

Councilmember Wright agreed that the jail is very important, but there is a momentum going with the parks and trail project. She would like to see that continue as she thinks they are separate issues.

Councilmember Toyer asked for clarification about how much would be coming out of the fund for the park project. Finance Langdon replied that it would be \$7 million cash and \$5 million. CAO Hirashima agreed that there is a lot of momentum on the waterfront trail and park project, and they have been making incredible process. She noted that there will be many points where the Council would have to approve various phases. Many transportation projects are in the same mode. It would be discouraging to lose momentum on the project, but the Council would have opportunities to cut out phases or put them on hold if desired. She stated that staff would continue to bring the Council information about the jail facility as it is available.

Councilmember Stevens commented that Marysville parks are a real identity-maker for the community. This particular park is unique and something that only Marysville has. He has received very positive comments from the community about the progress that has been made. He thinks the City has done an amazing job at slashing the costs from the original estimates. He agrees that it would be unfortunate to hamstring the process while they are preparing the information regarding the public safety building. He appreciates the checkpoints throughout the process where the Council can weigh in.

Councilmember Muller added that this is part of the City's downtown revitalization process, economic development, and community identify. He is also comfortable with the checks and balances available in the process. He would also hate to lose the momentum on this project. He is supportive of addressing public safety in the near future.

Councilmember Norton commented that they all support public safety and recognize it is important. They also recognize the importance of parks and the importance to the community. She personally would like to have a better understanding of what will be

required in the future. She would like to have more information about the jail before making a commitment to the parks.

**Motion** failed (4-3) upon a roll call vote with Councilmembers Vaughan, Seibert, Toyer, and Norton voting against the motion.

Mayor Nehring asked Council which direction they would like to go.

Councilmember Seibert said he agrees the waterfront project is a very important project, but he would hate to spend a lot of money on that and then not have a way to fund the jail in case voters don't approve a bond. He suggested spending money on design, but not construction, in order to make sure they don't spend money they might need for the public safety building.

Director Nielsen stated that the design amount is generally 10% of the total project amount. He also stressed that if they want to seek grant funding it is critical to have funding in there for matching funds. He reviewed the different criteria for applying for grants. Mayor Nehring suggested leaving the park and trail system in the budget without the ability to move forward except for what is needed for a certain portion of design. Councilmember Seibert thought that sounded good. Until they have a bond for public safety he doesn't think they should spend the money.

CAO Hirashima added that the design, permitting, and contamination cleanup are necessary elements that need to be funded. She suggested leaving those in the budget.

Councilmember Toyer also expressed concern about spending on the park and not having money available for jail.

Councilmember Muller noted that just because it is in the budget doesn't mean that it is going to be spent; it just means that there is the authority to do so if they choose to in the next two years. CAO Hirashima concurred. Director Nielsen pointed out that staff can't even authorize receiving a grant unless the Council authorizes it. There are many checks and balances. Director Ballew added that there are grant calendars that are important to consider in the grant process. You can't apply if you don't have a budget.

Councilmember Norton stated she is fine with it staying in the budget, but would like it to be clear how she feels about the prioritization of spending depending on the information they get on the jail.

Councilmember Stevens suggested making the motion again reiterating that they have the checks and balances in place throughout the duration of this and other projects.

Councilmember Seibert asked how much staff anticipates spending on the park before the City is able to have a vote on the public safety building. CAO Hirashima estimated about \$3 million. Councilmember Seibert suggested placing that as a limit until they have a vote on the bond.

Mayor Nehring summarized it appears that there is a majority on the Council that wants to see if the public safety vote passes before they move forward with the park. He suggested they could do a vote on a public safety building before any money is spent on anything other than necessary design, grant funding, etc. Director Nielsen agreed and emphasized that Council could stop the process at any step along the way. He thought \$3 million seemed reasonable and even on the high end.

Councilmember Vaughan said he'd like something in the document that summarizes what the Council is saying. CAO Hirashima commented that they can draft the language. She noted that there are other places in the Ordinance especially with traffic projects that have similar language identifying funding for matching grants.

Councilmember Seibert asked about inserting language into the Ordinance.

CAO Hirashima suggested that the trail budget itself is about \$4 million and they planned to complete that in 2017. The Waterfront park schedule shows that the only thing they were planning to accomplish in 2017 is associated with the design. She suggested eliminating construction on the Crane property for now which would result in a remainder of trail construction and renovation on the trail parks for \$2.6 million with the remainder of \$400,000 being utilized for permitting and design.

Councilmember Muller expressed concern about hampering the City's ability to apply for grants. Director Ballew replied that having this in the Comprehensive Plan is the main thing. Having a line item in the budget gives the opportunity to approve it in the future, but it is not committing the Council to anything.

Councilmember Norton recommended postponing a vote until the next meeting. There was consensus to postpone the vote and have staff bring this back next week.

6. Consider an Ordinance of the City of Marysville Levying Regular Taxes Upon all Property Real, Personal and Utility Subject to Taxation within the Corporate Limits of the City of Marysville, Washington for the Year 2017

Councilmember Vaughan stated that this is an increase on property tax of approximately 1%. He asked about the current banked capacity. Finance Director Langdon said it is 3%. Councilmember Vaughan stated he is opposed to increasing property taxes as he has been for 14 years.

**Motion** made by Councilmember Stevens, seconded by Councilmember Wright, to adopt Ordinance No. 3039 which would be a levy for a little under 1% with no bank and only for 2017. **Motion** failed 4-3 upon a roll call vote with Councilmembers Vaughan, Seibert, Toyer, Norton voting against the motion.

7. Consider an Ordinance of the City of Marysville Levying EMS Taxes Upon all Property Real, Personal and Utility Subject to Taxation within the Corporate Limits of the City of Marysville, Washington for the year 2017

*DRAFT*

**Motion** made by Councilmember Norton, seconded by Councilmember Stevens, to adopt Ordinance No. 3039. **Motion** passed unanimously (7-0).

### **New Business**

8. Consider a Resolution Authorizing the Mayor to Sign the Mutual Aid and Assistance Agreement for Washington State for Intrastate Water/Wastewater Agency Response Network (WARN)

Director Nielsen explained this is so staff can recoup costs and provide assistance to other cities.

**Motion** made by Councilmember Muller, seconded by Councilmember Toyer, to adopt Resolution No. 2407. **Motion** passed unanimously (7-0).

11. Consider an Ordinance Establishing Parks and Recreation Department Fee Schedules and Repealing Ordinance No. 2502

Director Ballew explained that there was an amendment to the fee structure regarding the discussion they had with the Opera House and the Saturday and Holiday recommendation. There will be a \$200 increase on Saturdays and holidays and a reduction in hours by an hour each rental day.

**Motion** made by Councilmember Vaughan, seconded by Councilmember Wright, to adopt Ordinance No. 3040. **Motion** passed unanimously (7-0).

### **Legal**

#### **Mayor's Business**

Mayor Nehring:

- He congratulated Director Nielsen and his team for receiving again an Outstanding Performance Award from the Washington State Department of Ecology for their work at the Waste Water Treatment Plant.
- There will be a Snohomish County Cities meeting this Thursday where they will be discussing the legislative agenda for the upcoming year.

#### **Staff Business**

Chief Smith:

- Sgt. Adam Vermeulen's work on the custody board was an integral piece of testing.
- There is no need for a Public Safety meeting this month.
- Police are gearing up for operational planning for Marysville for the Holidays and the Tour of Lights.

Sandy Langdon stated that there would be a Finance Committee this Wednesday.

Kevin Nielsen:

- BNSF will be doing 172<sup>nd</sup> after Thanksgiving instead of Christmas.
- The Public Works committee is cancelled for this month.
- Snow is coming to mountains this week.

Jim Ballew:

- He solicited comments about the Diversity Committee's plan.
- Mayor Nehring commented that there are three coffee klatches coming up.

Dave Koenig had no comments.

Chief McFalls:

- The regularly scheduled Fire Board meeting has been moved to November 17. They will be hopefully adopting a preliminary budget.
- He wished everyone a Happy Thanksgiving.

Jon Walker had no comments.

Gloria Hirashima had no comments.

### **Call on Councilmembers**

Jeff Vaughan had no comments.

Donna Wright had no comments.

Jeff Seibert had no comments.

Michael Stevens had no comments.

Rob Toyer said it was great to have the discussion on the budget. It's good to have the checks and balances. He is confident they will come up with something they can all agree on.

Steve Muller wished everyone a Happy Thanksgiving.

Kamille Norton:

- She attended the NJROTC parade with Marysville Pilchuck and Getchell ROTC battalions. This was a neat event where three cadets were awarded for their service to the community.
- She wished a belated Veterans Day to all the veterans and thanked them for their service.

*DRAFT*

**Adjournment**

Seeing no further business Mayor Nehring adjourned the meeting at 8:56 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

\_\_\_\_\_  
April O'Brien  
Deputy City Clerk

# *Index #3*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: December 12, 2016**

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 18, 2016 payroll in the amount \$949,927.92, EFT Transactions and Check No.'s 30363 through 30396.
COUNCIL ACTION:

# *Index #4*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: December 12, 2016**

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 23, 2016 claims in the amount of \$608,345.57 paid by EFT transactions and Check No. 112611 through 112779 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 **\$608,345.57 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 112611 THROUGH 112779 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 **12<sup>th</sup> DAY OF DECEMBER 2016**.

\_\_\_\_\_  
COUNCIL MEMBER

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 11/17/2016 TO 11/23/2016**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
112611	RAPID FINANCIAL SOL	JUROR FUNDS & LOAD FEE (22)	COURTS	323.86
112612	ADVANTAGE BUILDING S	JANITORIAL SERVICE	WATER FILTRATION PLANT	81.19
	ADVANTAGE BUILDING S		COMMUNITY CENTER	811.88
	ADVANTAGE BUILDING S		WASTE WATER TREATMENT F	811.88
	ADVANTAGE BUILDING S		UTIL ADMIN	811.88
	ADVANTAGE BUILDING S		COURT FACILITIES	1,217.81
	ADVANTAGE BUILDING S		ADMIN FACILITIES	1,217.81
	ADVANTAGE BUILDING S		PUBLIC SAFETY BLDG.	1,510.09
	ADVANTAGE BUILDING S		MAINT OF GENL PLANT	1,623.74
	ADVANTAGE BUILDING S		PARK & RECREATION FAC	3,653.43
112613	ARAMARK UNIFORM	UNIFORM SERVICE	SMALL ENGINE SHOP	6.55
	ARAMARK UNIFORM		EQUIPMENT RENTAL	69.35
112614	ARMSTRONG, HOLLY & R	UB 46121000001 14529 58TH DR	WATER/SEWER OPERATION	217.17
112615	BANK OF AMERICA	SUPPLY REIMBURSEMENT	OFFICE OPERATIONS	29.45
112616	BANK OF AMERICA		DETENTION & CORRECTION	35.38
112617	BANK OF AMERICA		COMMUNITY EVENTS	48.99
112618	BANK OF AMERICA		EXECUTIVE ADMIN	55.92
112619	BANK OF AMERICA	LICENSING REIMBURSEMENT	FACILITY MAINTENANCE	-1.31
	BANK OF AMERICA		EQUIPMENT RENTAL	46.75
	BANK OF AMERICA		EQUIPMENT RENTAL	46.75
112620	BANK OF AMERICA	AD/SUPPLY REIMBURSEMENT	OPERA HOUSE	27.90
	BANK OF AMERICA		OPERA HOUSE	90.00
112621	BANK OF AMERICA	SUPPLY REIMBURSEMENT	GENERAL FUND	-10.73
	BANK OF AMERICA		K9 PROGRAM	128.63
112622	BANK OF AMERICA	MEAL REIMBURSEMENT	MUNICIPAL COURTS	132.19
112623	BANK OF AMERICA	SUBSCRIPTION/WEB SERVICE REIMB	COMPUTER SERVICES	295.12
112624	BANK OF AMERICA	SUPPLY REIMBURSEMENT	RECREATION SERVICES	39.76
	BANK OF AMERICA		COMMUNITY CENTER	63.12
	BANK OF AMERICA		COMMUNITY EVENTS	333.37
112625	BANK OF AMERICA	PROFESSIONAL SERVICE REIMBURSE	LEGAL-GENL	-20.00
	BANK OF AMERICA		GMA - STREET	104.20
	BANK OF AMERICA		LEGAL - PROSECUTION	390.69
112626	BANK OF AMERICA	SUPPLY REIMBURSEMENT	COMMUNITY DEVELOPMENT-	679.39
112627	BANK OF AMERICA	TRAVEL REIMBURSEMENT	POLICE TRAINING-FIREARMS	-4.52
	BANK OF AMERICA		POLICE PATROL	112.88
	BANK OF AMERICA		POLICE INVESTIGATION	601.47
112628	BANK OF AMERICA	SUPPLY REIMBURSEMENT	PERSONNEL ADMINISTRATIO	150.00
	BANK OF AMERICA		CITY COUNCIL	150.36
	BANK OF AMERICA		EXECUTIVE ADMIN	588.70
112629	BANK OF AMERICA		WATER/SEWER OPERATION	-35.11
	BANK OF AMERICA		GARBAGE	-13.37
	BANK OF AMERICA		EQUIPMENT RENTAL	49.25
	BANK OF AMERICA		SOLID WASTE OPERATIONS	160.34
	BANK OF AMERICA		UTIL ADMIN	420.96
	BANK OF AMERICA		UTIL ADMIN	740.16
112630	BANK OF AMERICA	TRAVEL REIMBURSEMENT	POLICE ADMINISTRATION	3,075.84
112631	BHC CONSULTANTS	PROFESSIONAL SERVICES	SEWER CAPITAL PROJECTS	38,147.11
112632	BNSF RAILWAY COMPANY	88TH REPAIR-MATERIALS AND LABO	TRAFFIC CONTROL DEVICES	1,507.86
112633	BORGES, ELIZABETH	INSTRUCTOR SERVICES	RECREATION SERVICES	54.00
112634	BOYINGTON, JENNIFER		RECREATION SERVICES	216.00
112635	BRANDT, NISSA	BENEFITS FAIR	PERSONNEL ADMINISTRATIO	300.00
112636	BUD BARTON'S GLASS	WINDOW REPLACEMENT	COURT FACILITIES	2,405.37
112637	BURKHOLDER, JEFF	TRAINING EXPENSE REIMBURSEMENT	DETENTION & CORRECTION	220.89
112638	BUSINESS & LEGAL	SALES TAX INV 17284682-R3	PERSONNEL ADMINISTRATIO	136.05
112639	BUSINESS RADIO LICEN	LICENSING RENEWAL	WATER FILTRATION PLANT	31.35
	BUSINESS RADIO LICEN		WASTE WATER TREATMENT F	31.35
	BUSINESS RADIO LICEN		WATER DIST MAINS	32.30
112640	CAMP FIRE USA	INSTRUCTOR SERVICES	RECREATION SERVICES	180.00
	CAMP FIRE USA		RECREATION SERVICES	270.00
	CAMP FIRE USA		RECREATION SERVICES	312.00
112641	CAROL WILKER-BENWAY	UB 16411000001 4525 130TH PL	WATER/SEWER OPERATION	71.14

DATE: 11/23/2016  
 TIME: 8:43:42AM

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 11/17/2016 TO 11/23/2016**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
112642	CEMEX	ASPHALT	ROADWAY MAINTENANCE	106.47
	CEMEX		ROADWAY MAINTENANCE	346.73
	CEMEX		ROADWAY MAINTENANCE	347.42
112643	CENTRAL WELDING SUPP	GLOVES	ER&R	154.38
	CENTRAL WELDING SUPP	GLOVES AND PADLOCKS	ER&R	517.03
112644	CHRYST, SUSAN	UB 53015000000 17726 39TH DR	WATER/SEWER OPERATION	19.50
112645	COOP SUPPLY	FASTENERS	PARK & RECREATION FAC	26.12
	COOP SUPPLY	K-9 FOOD	K9 PROGRAM	71.10
	COOP SUPPLY		K9 PROGRAM	86.18
112646	COPIERS NORTHWEST	COPIER CHARGES	PERSONNEL ADMINISTRATIO	52.70
	COPIERS NORTHWEST		WASTE WATER TREATMENT F	119.16
	COPIERS NORTHWEST		PROBATION	136.38
	COPIERS NORTHWEST		UTILITY BILLING	171.28
	COPIERS NORTHWEST		CITY CLERK	191.05
	COPIERS NORTHWEST		FINANCE-GENL	191.05
	COPIERS NORTHWEST		LEGAL - PROSECUTION	270.36
	COPIERS NORTHWEST		EXECUTIVE ADMIN	323.06
	COPIERS NORTHWEST		POLICE INVESTIGATION	362.55
	COPIERS NORTHWEST		DETENTION & CORRECTION	492.50
	COPIERS NORTHWEST		OFFICE OPERATIONS	1,913.09
112647	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	965.06
	CORRECTIONS, DEPT OF		DETENTION & CORRECTION	3,998.13
112648	COSTA, RIETTA	INSTRUCTOR SERVICES	COMMUNITY CENTER	81.00
112649	COUNTRY GREEN TURF	SOD	PARK & RECREATION FAC	35.36
112650	CTS LANGUAGE LINK	INTERPRETER SERVICES	COURTS	13.76
112651	CUZ CONCRETE PROD	RINGS	ROADWAY MAINTENANCE	115.14
112652	CYPREXX SERVICES, LL	UB 761301040002 7607 75TH DR N	WATER/SEWER OPERATION	174.04
112653	DAHL, JODEE	UB 281241054000 12410 54TH DR	WATER/SEWER OPERATION	24.78
112654	DAILY JOURNAL OF COM	BID PUBLISHING	GMA - STREET	159.90
	DAILY JOURNAL OF COM		GMA - STREET	362.70
112655	DAVIS, BARBARA J	TRAINING	EXECUTIVE ADMIN	322.50
	DAVIS, BARBARA J		CITY COUNCIL	322.50
112656	DELL	PC	PERSONNEL ADMINISTRATIO	1,137.14
112657	DICKS TOWING	TOWING EXPENSE-MP16-53868	POLICE PATROL	114.56
	DICKS TOWING	TOWING EXPENSE-MP16-55303	POLICE PATROL	114.56
	DICKS TOWING	TOWING EXPENSE-MP16-54333	POLICE PATROL	150.01
112658	DIDRICKSON, JEREMY	UB 16294000000 4504 132ND PL	WATER/SEWER OPERATION	83.87
112659	E&E LUMBER	PALLET CREDIT	PARK & RECREATION FAC	-20.95
	E&E LUMBER	BATTERIES	PARK & RECREATION FAC	4.49
	E&E LUMBER	TAPE	PARK & RECREATION FAC	6.27
	E&E LUMBER	SPRAY PAINT	PARK & RECREATION FAC	9.42
	E&E LUMBER	FASTENERS	PARK & RECREATION FAC	17.84
	E&E LUMBER	HARDWARE, BROOM AND BIT	PUBLIC SAFETY BLDG.	19.66
	E&E LUMBER	CONCRETE	PARK & RECREATION FAC	24.70
	E&E LUMBER	TAPE	PARK & RECREATION FAC	25.11
	E&E LUMBER	TAMPER	PARK & RECREATION FAC	32.98
	E&E LUMBER	HOSE, TUBE, ELBOW AND CORD	WATER DIST MAINS	38.92
	E&E LUMBER	LAWN STARTER	PARK & RECREATION FAC	47.83
	E&E LUMBER	FASTENERS	PARK & RECREATION FAC	49.02
	E&E LUMBER	SMALL TOOLS	PARK & RECREATION FAC	86.54
	E&E LUMBER	CONCRETE	PARK & RECREATION FAC	206.20
	E&E LUMBER	BAGS	ER&R	599.50
112660	EAGLE FENCE	FENCE RENTAL	PARK & RECREATION FAC	654.60
112661	ELSNER, SUZANNE	REIMBURSE TRAVEL EXPENSE	MUNICIPAL COURTS	172.86
112662	EVERETT BARK	BARK	MAINT OF GENL PLANT	104.67
112663	EVERGREEN RURAL WATE	TRAINING	UTIL ADMIN	370.00
112664	FASTENAL COMPANY	FASTENERS	PARK & RECREATION FAC	13.86
112665	FEDERAL LICENSING IN	SUBSCRIPTION RENEWAL	WATER FILTRATION PLANT	39.27
	FEDERAL LICENSING IN		WASTE WATER TREATMENT F	39.27
	FEDERAL LICENSING IN		WATER DIST MAINS	40.46
112666	FEDEX	SHIPPING EXPENSE	PUMPING PLANT	8.92

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
112667	FRONTIER COMMUNICATI	ACCT #36065836350725085	COMMUNITY DEVELOPMENT-	47.55
	FRONTIER COMMUNICATI		UTIL ADMIN	47.56
	FRONTIER COMMUNICATI	ACCT #36065774950927115	STREET LIGHTING	48.38
	FRONTIER COMMUNICATI	ACCT #36065827660617105	MUNICIPAL COURTS	67.66
	FRONTIER COMMUNICATI	ACCT #36065831360617105	MUNICIPAL COURTS	67.66
112668	GALLS, LLC	UNIFORM-WHITE, DANIEL	DETENTION & CORRECTION	88.32
	GALLS, LLC	UNIFORM-REDIGER	POLICE PATROL	163.65
112669	GEMPLER'S	VALVE SEAT AND REPAIR KIT	CITY STREETS	-7.56
	GEMPLER'S		ROADSIDE VEGETATION	90.66
112670	GOLDEN CORAL	HOLIDAY LUNCHEON	PERSONNEL ADMINISTRATIO	621.87
112671	GOULD, SHAWNA	INSTRUCTOR SERVICES	RECREATION SERVICES	192.00
112672	GOVCONNECTION INC	BATTERY	COMPUTER SERVICES	147.89
	GOVCONNECTION INC	PERIPHERALS	COMPUTER SERVICES	207.73
	GOVCONNECTION INC	KEYBOARD, USB PORT AND GIGABIT	COMPUTER SERVICES	241.68
112673	GRAINGER	RELAYS	TRAFFIC CONTROL DEVICES	45.63
112674	GRAVES, JENNIFER	REFUND CLASS FEES	PARKS-RECREATION	80.00
112675	GREENSHIELDS	SMALL TOOLS	PARK & RECREATION FAC	267.92
112676	GREISAMER, TOM & MEL	UB 761307650002 7309 76TH DR N	WATER/SEWER OPERATION	34.10
112677	GROSS, LARRY	RENTAL DEPOSIT REFUND	GENERAL FUND	500.00
112678	GUNDERSON, JARL	LEOFF 1 REIMBURSEMENT	POLICE ADMINISTRATION	938.72
112679	GURJIT S KANG & ASHO	UB 848215000000 8215 69TH ST N	WATER/SEWER OPERATION	25.01
112680	GUY, KRISTIE	REIMBURSE MILEAGE	PERSONNEL ADMINISTRATIO	52.70
112681	GUY, KRISTIE	UB 980098000461 7325 37TH PL N	WATER/SEWER OPERATION	139.56
112682	HARBOR FREIGHT TOOLS	WRENCH AND CHISELS	WATER DIST MAINS	30.55
112683	HARVEY, JENNIFER A	INSTRUCTOR SERVICES	RECREATION SERVICES	150.00
112684	HD FOWLER COMPANY	PLUGS	WATER/SEWER OPERATION	51.00
	HD FOWLER COMPANY	HARDWARE	WATER/SEWER OPERATION	131.47
	HD FOWLER COMPANY		WATER/SEWER OPERATION	419.27
	HD FOWLER COMPANY	CORP STOPS	WATER/SEWER OPERATION	494.85
112685	HEWLETT PACKARD	MAINTENANCE-MAY 2016	POLICE PATROL	0.03
	HEWLETT PACKARD	MAINTENANCE-JUNE 2016	POLICE PATROL	0.13
	HEWLETT PACKARD	MAINTENANCE-SEPT 2016	POLICE PATROL	0.13
	HEWLETT PACKARD	MAINTENANCE-AUG 2016	POLICE PATROL	0.15
	HEWLETT PACKARD	MAINTENANCE-JULY 2016	POLICE PATROL	0.15
	HEWLETT PACKARD	MAINTENANCE-OCT 2016	POLICE PATROL	0.15
	HEWLETT PACKARD	MAINTENANCE-MAY 2016	CITY CLERK	2.23
	HEWLETT PACKARD		FINANCE-GENL	2.23
	HEWLETT PACKARD	MAINTENANCE-SEPT 2016	POLICE INVESTIGATION	8.61
	HEWLETT PACKARD	MAINTENANCE-AUG 2016	POLICE INVESTIGATION	10.67
	HEWLETT PACKARD	MAINTENANCE-JUNE 2016	PARK & RECREATION FAC	13.18
	HEWLETT PACKARD	MAINTENANCE-SEPT 2016	PARK & RECREATION FAC	13.18
	HEWLETT PACKARD	MAINTENANCE-JUNE 2016	CITY CLERK	13.52
	HEWLETT PACKARD		FINANCE-GENL	13.52
	HEWLETT PACKARD	MAINTENANCE-SEPT 2016	CITY CLERK	13.52
	HEWLETT PACKARD		FINANCE-GENL	13.52
	HEWLETT PACKARD	MAINTENANCE-AUG 2016	PARK & RECREATION FAC	13.61
	HEWLETT PACKARD	MAINTENANCE-JULY 2016	PARK & RECREATION FAC	13.61
	HEWLETT PACKARD	MAINTENANCE-OCT 2016	PARK & RECREATION FAC	13.63
	HEWLETT PACKARD	MAINTENANCE-JULY 2016	FINANCE-GENL	13.98
	HEWLETT PACKARD		FINANCE-GENL	13.98
	HEWLETT PACKARD	MAINTENANCE-OCT 2016	CITY CLERK	13.98
	HEWLETT PACKARD		FINANCE-GENL	13.98
	HEWLETT PACKARD	MAINTENANCE-AUG 2016	CITY CLERK	13.99
	HEWLETT PACKARD		FINANCE-GENL	13.99
	HEWLETT PACKARD	MAINTENANCE-JULY 2016	POLICE INVESTIGATION	17.81
	HEWLETT PACKARD	MAINTENANCE-MAY 2016	MUNICIPAL COURTS	21.59
	HEWLETT PACKARD		WATER QUAL TREATMENT	23.71
	HEWLETT PACKARD		PARK & RECREATION FAC	27.58
	HEWLETT PACKARD		POLICE INVESTIGATION	28.36
	HEWLETT PACKARD	MAINTENANCE-OCT 2016	POLICE INVESTIGATION	29.35
	HEWLETT PACKARD	MAINTENANCE-SEPT 2016	WATER QUAL TREATMENT	30.44

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112685	HEWLETT PACKARD	MAINTENANCE-JUNE 2016	WATER QUAL TREATMENT	30.57
	HEWLETT PACKARD	MAINTENANCE-OCT 2016	WATER QUAL TREATMENT	31.43
	HEWLETT PACKARD	MAINTENANCE-JULY 2016	WATER QUAL TREATMENT	31.56
	HEWLETT PACKARD	MAINTENANCE-AUG 2016	WATER QUAL TREATMENT	31.58
	HEWLETT PACKARD	MAINTENANCE-SEPT 2016	WASTE WATER TREATMENT F	32.09
	HEWLETT PACKARD	MAINTENANCE-JUNE 2016	POLICE INVESTIGATION	33.91
	HEWLETT PACKARD	MAINTENANCE-MAY 2016	WASTE WATER TREATMENT F	39.22
	HEWLETT PACKARD	MAINTENANCE-JULY 2016	WASTE WATER TREATMENT F	69.17
	HEWLETT PACKARD	MAINTENANCE-OCT 2016	WASTE WATER TREATMENT F	70.91
	HEWLETT PACKARD	MAINTENANCE-JUNE 2016	MUNICIPAL COURTS	83.69
	HEWLETT PACKARD	MAINTENANCE-SEPT 2016	MUNICIPAL COURTS	83.69
	HEWLETT PACKARD	MAINTENANCE-JULY 2016	MUNICIPAL COURTS	86.47
	HEWLETT PACKARD	MAINTENANCE-AUG 2016	MUNICIPAL COURTS	86.48
	HEWLETT PACKARD	MAINTENANCE-OCT 2016	MUNICIPAL COURTS	86.48
	HEWLETT PACKARD	MAINTENANCE-AUG 2016	WASTE WATER TREATMENT F	89.29
	HEWLETT PACKARD	MAINTENANCE-JUNE 2016	WASTE WATER TREATMENT F	90.38
	HEWLETT PACKARD		UTILITY BILLING	126.29
	HEWLETT PACKARD	MAINTENANCE-SEPT 2016	UTILITY BILLING	126.29
	HEWLETT PACKARD	MAINTENANCE-AUG 2016	UTILITY BILLING	130.46
	HEWLETT PACKARD	MAINTENANCE-JULY 2016	UTILITY BILLING	130.47
	HEWLETT PACKARD	MAINTENANCE-OCT 2016	UTILITY BILLING	130.49
	HEWLETT PACKARD	MAINTENANCE-MAY 2016	UTILITY BILLING	163.32
	HEWLETT PACKARD	MAINTENANCE-SEPT 2016	COMPUTER SERVICES	289.99
	HEWLETT PACKARD	MAINTENANCE-JULY 2016	COMPUTER SERVICES	329.70
	HEWLETT PACKARD	MAINTENANCE-AUG 2016	COMPUTER SERVICES	338.40
	HEWLETT PACKARD	MAINTENANCE-OCT 2016	COMPUTER SERVICES	338.46
	HEWLETT PACKARD	MAINTENANCE-JUNE 2016	COMPUTER SERVICES	345.95
	HEWLETT PACKARD	MAINTENANCE-MAY 2016	COMPUTER SERVICES	378.77
112686	HOOK, PHYLLIS	UB 030110600001 5518 88TH ST N	WATER/SEWER OPERATION	133.07
112687	HWA GEOSCIENCES	PROFESSIONAL SEVICES	STORM DRAINAGE	2,753.54
112688	IRON MOUNTAIN	ROCK	ROADWAY MAINTENANCE	351.52
112689	IVIE, CHRISTOPHER	UB 986601000000 6601 49TH PL N	WATER/SEWER OPERATION	105.75
112690	J. THAYER COMPANY	OFFICE SUPPLIES	UTIL ADMIN	164.35
112691	JAMES W FOWLER CO	PAY ESTIMATE #7	WATER CAPITAL PROJECTS	161,304.35
112692	JELONEK, KAMIL & COU	UB 091445846000 14458 46TH DR	WATER/SEWER OPERATION	49.07
112693	K2 DATA SYSTEMS INC	SUPPORT SERVICES	WATER FILTRATION PLANT	1,627.52
	K2 DATA SYSTEMS INC		WASTE WATER TREATMENT F	1,627.52
112694	KAUFFMAN, WES	UB 561170000000 17832 31ST DR	WATER/SEWER OPERATION	99.61
112695	KENWORTH NORTHWEST	FILTER ELEMENTS	ER&R	86.82
112696	KERR, MATT J	UB 983412640000 3412 64TH DR N	WATER/SEWER OPERATION	100.58
112697	KIELAND, BRONWYN	REIMBURSE TRAVEL EXPENSE	POLICE INVESTIGATION	39.49
112698	KINNEY, HEATHER	REFUND CLASS FEES	PARKS-RECREATION	70.00
112699	KUNG FU 4 KIDS	INSTRUCTOR SERVICES	RECREATION SERVICES	69.30
	KUNG FU 4 KIDS		RECREATION SERVICES	69.30
	KUNG FU 4 KIDS		RECREATION SERVICES	69.30
	KUNG FU 4 KIDS		RECREATION SERVICES	97.30
	KUNG FU 4 KIDS		RECREATION SERVICES	194.60
	KUNG FU 4 KIDS		RECREATION SERVICES	233.10
	KUNG FU 4 KIDS		RECREATION SERVICES	262.50
	KUNG FU 4 KIDS		RECREATION SERVICES	779.62
112700	LABOR & INDUSTRIES	BOILER/PRESSURE VESSEL SECTION	MAINTENANCE	21.50
112701	LAKESIDE INDUSTRIES	ASPHALT	ROADWAY MAINTENANCE	316.58
	LAKESIDE INDUSTRIES		WATER DIST MAINS	316.59
112702	LARKIN, MATT	UB 847812870000 7812 87TH AVE	WATER/SEWER OPERATION	268.11
112703	LIND, JASON	UB 331424300000 14916 45TH DR	WATER/SEWER OPERATION	277.30
112704	LOWES HIW INC	PAVERS	PARK & RECREATION FAC	40.91
112705	LUSK, GEORGE	INSTRUCTOR SERVICES	RECREATION SERVICES	92.40
112706	MARYSVILLE FORD	CORE REFUND	EQUIPMENT RENTAL	-76.37
	MARYSVILLE FORD	POWER STEERING PUMP W/CORE CHA	EQUIPMENT RENTAL	164.69
112707	MARYSVILLE PRINTING	ENVELOPES	DETENTION & CORRECTION	425.49
	MARYSVILLE PRINTING	FORMS AND BUSINESS CARDS	POLICE PATROL	852.65

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112708	MARYSVILLE PROFESSIO	RENTAL DEPOSIT REFUND	GENERAL FUND	500.00
112709	MARYSVILLE, CITY OF	UTILITY SEVICE-9623 55TH AVE N	PARK & RECREATION FAC	37.78
	MARYSVILLE, CITY OF	UTILITY SEVICE-6802 84TH ST NE	GOLF ADMINISTRATION	195.13
112710	MAYER/REED INC.	PROFESSIONAL SERVICES	GMA-PARKS	2,335.97
	MAYER/REED INC.		PARK & RECREATION FAC	2,467.50
112711	MCCORD, TERRY	UB 760250300001 7420 59TH ST N	WATER/SEWER OPERATION	32.93
112712	MCLAURIN, BRYAN	UB 842000032000 7807 69TH ST N	WATER/SEWER OPERATION	23.87
112713	MCLOUGHLIN & EARDLEY	PATROL CAR OUTFITTING EQUIPMENT	EQUIPMENT RENTAL	84.25
	MCLAUGHLIN & EARDLEY		EQUIPMENT RENTAL	84.25
	MCLAUGHLIN & EARDLEY	PATROL CAR OUTFITTING EQUIPMEN	EQUIPMENT RENTAL	105.77
	MCLAUGHLIN & EARDLEY		EQUIPMENT RENTAL	105.77
	MCLAUGHLIN & EARDLEY		EQUIPMENT RENTAL	916.98
	MCLAUGHLIN & EARDLEY		EQUIPMENT RENTAL	916.99
	MCLAUGHLIN & EARDLEY		EQUIPMENT RENTAL	2,171.39
	MCLAUGHLIN & EARDLEY		EQUIPMENT RENTAL	2,171.39
112714	MESSERLY, CONNIE	REIMBURSE MEETING SUPPLY EXPEN	PERSONNEL ADMINISTRATION	318.66
112715	MILLER LAINE PROPERT	UB 842000024001 6811 77TH AVE	WATER/SEWER OPERATION	45.89
112716	MOUNT, HERMAN	LEOFF 1 REIMBURSEMENT	POLICE ADMINISTRATION	314.70
112717	MRSC	MRSC ROSTERS RENEWAL	FINANCE-GENL	360.00
112718	MULLIGAN, CAROL	MILEAGE REIMBURSEMENT	COMMUNITY DEVELOPMENT-	17.02
112719	NAVAL, JANNELLE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
112720	NYITRAY, SANDRA	INSTRUCTOR SERVICES	COMMUNITY CENTER	72.00
112721	OFFICE DEPOT	OFFICE SUPPLY CREDIT	EXECUTIVE ADMIN	-211.23
	OFFICE DEPOT	OFFICE SUPPLIES	UTIL ADMIN	7.84
	OFFICE DEPOT		UTIL ADMIN	75.81
	OFFICE DEPOT		POLICE INVESTIGATION	79.93
	OFFICE DEPOT		DETENTION & CORRECTION	87.27
	OFFICE DEPOT		ENGR-GENL	125.44
	OFFICE DEPOT		POLICE PATROL	136.94
	OFFICE DEPOT		POLICE PATROL	158.75
	OFFICE DEPOT		OFFICE OPERATIONS	229.04
	OFFICE DEPOT		EXECUTIVE ADMIN	280.26
112722	OLASON, MONICA	INSTRUCTOR SERVICES	RECREATION SERVICES	50.40
	OLASON, MONICA		RECREATION SERVICES	63.00
	OLASON, MONICA		RECREATION SERVICES	72.00
	OLASON, MONICA		RECREATION SERVICES	90.00
	OLASON, MONICA		RECREATION SERVICES	114.00
	OLASON, MONICA		RECREATION SERVICES	138.00
	OLASON, MONICA		RECREATION SERVICES	162.00
112723	OLIVERS, COLIN	REIMBURSE CONFERENCE EXPENSE	LEGAL-GENL	312.30
112724	OREGON DEPT MILITARY	SWAT TRAINING	POLICE TRAINING-FIREARMS	2,985.00
112725	PACIFIC PLUMBING	DRINKING FOUNTAIN AND FILTER	UTIL ADMIN	1,445.53
112726	PACWEST MACHINERY	STABILIZER, MOUNT, HANGER AND	EQUIPMENT RENTAL	8,422.86
112727	PARTNER CONST PROD	SEAL AND DETACK	ROADWAY MAINTENANCE	4,353.09
112728	PARTS STORE, THE	RUST INHIBITOR, FILTERS AND WW	ER&R	503.49
112729	PARTSMASTER	STEP BIT	SMALL ENGINE SHOP	99.82
	PARTSMASTER	HARDWARE	TRANSPORTATION MANAGEM	203.60
	PARTSMASTER	ROTABROACH KIT	SMALL ENGINE SHOP	247.66
112730	PEACE OF MIND	MINUTE TAKING SERVICE	CITY CLERK	263.50
112731	PETROCARD SYSTEMS	FUEL CONSUMED	EQUIPMENT RENTAL	51.68
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	66.24
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	135.89
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	296.19
	PETROCARD SYSTEMS		PARK & RECREATION FAC	517.18
	PETROCARD SYSTEMS		GENERAL SERVICES - OVERH	1,373.31
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	2,717.36
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	3,771.45
	PETROCARD SYSTEMS		POLICE PATROL	6,326.07
112732	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	-3.87
	PGC INTERBAY LLC		MAINTENANCE	21.95
	PGC INTERBAY LLC		PRO-SHOP	31.00

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112732	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	110.17
	PGC INTERBAY LLC		PRO-SHOP	189.00
	PGC INTERBAY LLC		PRO-SHOP	242.92
	PGC INTERBAY LLC		MAINTENANCE	305.64
	PGC INTERBAY LLC		PRO-SHOP	306.06
	PGC INTERBAY LLC		PRO-SHOP	453.99
	PGC INTERBAY LLC		PRO-SHOP	519.49
	PGC INTERBAY LLC		MAINTENANCE	520.04
	PGC INTERBAY LLC		MAINTENANCE	608.54
	PGC INTERBAY LLC		MAINTENANCE	633.94
	PGC INTERBAY LLC		PRO-SHOP	757.99
	PGC INTERBAY LLC		MAINTENANCE	1,080.53
	PGC INTERBAY LLC		GOLF COURSE	1,861.00
	PGC INTERBAY LLC		MAINTENANCE	2,061.29
	PGC INTERBAY LLC		GOLF COURSE	2,071.59
112733	PLATT ELECTRIC	TIE STRAPS	FACILITY MAINTENANCE	79.93
	PLATT ELECTRIC	BULBS, SWITCH AND SMALL TOOLS	MAINT OF GENL PLANT	183.38
112734	POPE, JESSICA	UB 777909570000 7909 57TH ST N	WATER/SEWER OPERATION	277.34
112735	POSTAL SERVICE	POSTAGE	UTIL ADMIN	37.66
	POSTAL SERVICE		COMMUNITY DEVELOPMENT-	95.23
112736	POWDER FAB	POWDER COATING	PARK & RECREATION FAC	130.92
	POWDER FAB		PARK & RECREATION FAC	327.30
112737	PUD	ACCT #2051-3624-5	SEWER LIFT STATION	14.28
	PUD	ACCT #2020-3113-4	PUMPING PLANT	15.17
	PUD	ACCT #2024-6103-4	UTIL ADMIN	15.37
	PUD	ACCT #2051-9537-3	PARK & RECREATION FAC	16.14
	PUD	ACCT #2024-6102-6	MAINT OF GENL PLANT	22.67
	PUD	ACCT #2020-1181-3	PUMPING PLANT	24.14
	PUD	ACCT #2035-6975-1	STORM DRAINAGE	24.66
	PUD	ACCT #2009-7395-6	SEWER LIFT STATION	26.09
	PUD	ACCT #2024-2648-2	PUBLIC SAFETY BLDG.	35.76
	PUD	ACCT #2027-9465-7	TRANSPORTATION MANAGEM	36.58
	PUD	ACCT #2004-4880-1	TRANSPORTATION MANAGEM	44.90
	PUD	ACCT #2031-9973-2	TRANSPORTATION MANAGEM	45.27
	PUD	ACCT #2025-2469-0	PUMPING PLANT	47.89
	PUD	ACCT #2034-3089-7	STREET LIGHTING	55.23
	PUD	ACCT #2023-0330-1	SEWER LIFT STATION	60.47
	PUD	ACCT #2022-8858-5	TRANSPORTATION MANAGEM	61.02
	PUD	ACCT #2021-7595-6	TRAFFIC CONTROL DEVICES	65.36
	PUD	ACCT #2016-7563-4	WASTE WATER TREATMENT F	69.64
	PUD	ACCT #2206-8134-0	STORM DRAINAGE	78.26
	PUD	ACCT #2023-6819-7	PUMPING PLANT	98.99
	PUD	ACCT #2016-2888-0	WASTE WATER TREATMENT F	109.79
	PUD	ACCT #2052-3773-8	TRAFFIC CONTROL DEVICES	115.60
	PUD	ACCT #2052-3927-0	TRAFFIC CONTROL DEVICES	132.10
	PUD	ACCT #2012-2506-7	PARK & RECREATION FAC	151.39
	PUD	ACCT #2020-0351-3	PUMPING PLANT	156.59
	PUD	ACCT #2006-2538-2	SEWER LIFT STATION	203.24
	PUD	ACCT #2048-2122-7	TRAFFIC CONTROL DEVICES	242.27
	PUD	ACCT #2019-0963-7	SEWER LIFT STATION	269.73
	PUD	ACCT #2054-1976-5	PUBLIC SAFETY BLDG.	282.92
	PUD	ACCT #2012-4769-9	STREET LIGHTING	319.33
	PUD	ACCT # 2208-2414-8	WASTE WATER TREATMENT F	596.56
	PUD	ACCT#2021-7733-3	MAINT OF GENL PLANT	696.85
	PUD	ACCT #2015-8728-4	WASTE WATER TREATMENT F	833.30
	PUD	ACCT #2002-2385-7	PARK & RECREATION FAC	1,297.95
	PUD	ACCT #2016-3968-9	MAINT OF GENL PLANT	1,419.00
	PUD	ACCT #2008-2454-8	MAINT OF GENL PLANT	1,471.76
	PUD	ACCT #2011-4725-3	PUMPING PLANT	2,060.64
	PUD	ACCT #2003-0347-7	WATER FILTRATION PLANT	3,229.00
	PUD	ACCT #2014-6303-1	PUBLIC SAFETY BLDG.	3,285.47

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112737	PUD	ACCT #2015-7792-1	PUMPING PLANT	3,970.81
	PUD	ACCT #2020-7500-8	WASTE WATER TREATMENT F	5,453.86
	PUD	ACCT #2014-2063-5	WASTE WATER TREATMENT F	11,969.34
	PUD	ACCT #2017-2118-0	WASTE WATER TREATMENT F	18,515.75
112738	PUGET SOUND SECURITY	KEYS MADE	POLICE PATROL	24.55
112739	RH2 ENGINEERING INC	PROFESSIONAL SERVICES	WATER CAPITAL PROJECTS	931.10
	RH2 ENGINEERING INC		WATER CAPITAL PROJECTS	2,042.83
	RH2 ENGINEERING INC		UTIL ADMIN	2,104.51
	RH2 ENGINEERING INC		WATER CAPITAL PROJECTS	5,306.74
	RH2 ENGINEERING INC		WATER CAPITAL PROJECTS	28,188.79
112740	RICE, MICHELLE	REFUND CLASS FEES	PARKS-RECREATION	70.00
112741	ROGERS, TODD & TRACY	UB 095808147548 5808 147TH PL	WATER/SEWER OPERATION	24.79
112742	SCORE	INMATE HOUSING-OCT 2016	DETENTION & CORRECTION	23,415.00
112743	SCUDDER, RANDALL	UB 751149800001 5515 78TH AVE	WATER/SEWER OPERATION	64.38
112744	SEASCAPE HOMES	UB 710830000000 8326 51ST AVE	WATER/SEWER OPERATION	42.25
112745	SHERWIN WILLIAMS	PAINT AND SUPPLIES	UTIL ADMIN	180.46
	SHERWIN WILLIAMS	PAINT	UTIL ADMIN	618.68
112746	SHRED-IT US	MONTHLY SHREDDING SERVICE	UTIL ADMIN	4.56
	SHRED-IT US		ENGR-GENL	4.56
	SHRED-IT US		COMMUNITY DEVELOPMENT-	4.56
	SHRED-IT US		UTIL ADMIN	4.56
	SHRED-IT US		ENGR-GENL	4.56
	SHRED-IT US		COMMUNITY DEVELOPMENT-	4.56
	SHRED-IT US		OFFICE OPERATIONS	54.72
112747	SILVANA STORE LLC	UB 800311000008 5323 61ST ST N	WATER/SEWER OPERATION	44.22
112748	SIRCHIE	MARKERS	GENERAL FUND	-18.91
	SIRCHIE		POLICE PATROL	226.66
112749	SIX ROBBLEES INC	DRAWBAR LOCKS	ROADWAY MAINTENANCE	56.89
112750	SMITH, RICHARD	TUITION REIMBURSEMENT	POLICE TRAINING-FIREARMS	1,020.00
112751	SMOKEY POINT CONCRET	CONCRETE	WATER DIST MAINS	516.05
112752	SNO CO TREASURER	2016 BRIDGE SRDTF JAG GRANT CO	DRUG ENFORCEMENT	16,552.00
112753	SNOPAC	DISPATCH SERVICES	COMMUNICATION CENTER	79,587.31
112754	SNYDER, CANON	MC/DJ SERVICES 11/15/16	COMMUNITY CENTER	300.00
112755	SONITROL	SECURITY MONITORING SERVICES	UTIL ADMIN	139.00
	SONITROL		COMMUNITY CENTER	149.00
	SONITROL		PUBLIC SAFETY BLDG.	168.00
	SONITROL		PARK & RECREATION FAC	276.00
	SONITROL		MAINT OF GENL PLANT	303.00
	SONITROL		ADMIN FACILITIES	348.00
	SONITROL		WASTE WATER TREATMENT F	514.19
112756	SOUND PUBLISHING	LEGAL ADS	CITY CLERK	230.34
112757	SOUND PUBLISHING	OPERA HOUSE ADVERTISING	OPERA HOUSE	450.00
112758	SOUND SAFETY	BIBS	ER&R	96.55
	SOUND SAFETY	EARPLUGS	ER&R	98.19
	SOUND SAFETY	RUBBER BOOTS-KINNEY, P	GENERAL SERVICES - OVERH	119.28
112759	SOUND TRACTOR	ENGINE COVER AND GEAR CASE	SMALL ENGINE SHOP	153.15
112760	SPRINGBROOK NURSERY	TOPSOIL	ROADSIDE VEGETATION	36.62
	SPRINGBROOK NURSERY		ROADSIDE VEGETATION	73.24
	SPRINGBROOK NURSERY	TOPSOIL AND ROCK	MAINT OF GENL PLANT	116.32
112761	STANTEC CONSULTING	LIFT STATION GENERATOR UPGRADE	SEWER CAPITAL PROJECTS	17,399.00
	STANTEC CONSULTING	CEDARCREST BPS GENERATOR UPGRA	WATER CAPITAL PROJECTS	21,675.46
112762	STAPLES	OFFICE SUPPLIES	UTIL ADMIN	14.76
	STAPLES		ENGR-GENL	45.33
112763	STRAWBERRY LANES	INSTRUCTOR SERVICES	RECREATION SERVICES	73.50
	STRAWBERRY LANES		RECREATION SERVICES	147.00
112764	SUPPLYWORKS	JANITORIAL SUPPLIES	UTIL ADMIN	150.74
	SUPPLYWORKS		MAINT OF GENL PLANT	152.75
	SUPPLYWORKS		ADMIN FACILITIES	236.89
	SUPPLYWORKS		COURT FACILITIES	243.30
	SUPPLYWORKS		PUBLIC SAFETY BLDG.	245.12
112765	TANGEN, TORINA	REFUND CLASS FEES	PARKS-RECREATION	70.00

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 11/17/2016 TO 11/23/2016**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
112766	THYSSENKRUPP ELEVATO	PREVENTATIVE MAINTENANCE	ADMIN FACILITIES	284.49
	THYSSENKRUPP ELEVATO		PUBLIC SAFETY BLDG.	284.49
112767	TOWERS, LORRIE	REIMBURSE CONFERENCE EXPENSE	MUNICIPAL COURTS	172.86
112768	TRAFFIC SAFETY STORE	WHITE DELINEATORS	CITY STREETS	-63.20
	TRAFFIC SAFETY STORE		TRANSPORTATION MANAGEM	757.71
112769	TRIM, JEFFERY	UB 987229350000 7229 35TH PL N	WATER/SEWER OPERATION	169.02
112770	TRIPLE D WELDING	WELDING SERVICES	OPERA HOUSE	163.65
112771	TULALIP TRIBES OF WA	QWULOOLT ESTUARY RESTORATION P	GMA-PARKS	9,396.75
112772	VAUGHAN, DEANNA	REFUND RENTAL FEES	PARKS-RENTS & ROYALTIES	75.00
112773	VERMEER NORTHWEST	HOLE HAMMER, OILER, HOSE AND O	WATER SERVICE INSTALL	5,454.39
112774	WALTER E NELSON CO.	OFFICE SUPPLIES	PARK & RECREATION FAC	89.46
	WALTER E NELSON CO.	JANITORIAL SUPPLIES	PARK & RECREATION FAC	168.23
112775	WASHINGTON STATE UNV	RECERTIFICATION-KEEFE	UTIL ADMIN	120.00
	WASHINGTON STATE UNV	RECERTIFICATION-MECHLING	TRAINING	120.00
	WASHINGTON STATE UNV	RECERTIFICATION-PALITZ	TRAINING	120.00
	WASHINGTON STATE UNV	RECERTIFICATION-PIKE	TRAINING	120.00
	WASHINGTON STATE UNV	RECERTIFICATION-POTTER	TRAINING	120.00
	WASHINGTON STATE UNV	RECERTIFICATION-WINELAND	UTIL ADMIN	120.00
112776	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	POLICE INVESTIGATION	246.41
	WEST PAYMENT CENTER		LEGAL - PROSECUTION	425.49
	WEST PAYMENT CENTER		LEGAL-GENL	425.50
112777	WETLAND RESOURCES	AREA STUDY	GMA - STREET	660.00
112778	WILSON, JEAN & DAVID	UB 800375830000 5600 68TH ST N	WATER/SEWER OPERATION	23.58
112779	ZEE MEDICAL SERVICE	RESTOCK FIRST AID KIT	SOLID WASTE OPERATIONS	75.49

WARRANT TOTAL:

**608,345.57**

REASON FOR VOIDS:

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

# *Index #5*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: December 12, 2016**

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 30, 2016 claims in the amount of \$245,552.15 paid by EFT transactions and Check No. 112780 through 112922 with no Check No.'s voided.**

**COUNCIL ACTION:**

**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 **\$245,552.15 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 112780 THROUGH 112922 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 **12<sup>th</sup> DAY OF DECEMBER 2016.**

\_\_\_\_\_  
COUNCIL MEMBER

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 11/24/2016 TO 11/30/2016**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
112780	ALENA VESELY	UB 986714000001 6714 50TH PL N	WATER/SEWER OPERATION	21.26
112781	ACOSTA, JESSE	INTERPRETER SERVICES	COURTS	102.92
112782	ALBERTSONS	MEETING SUPPLIES AND LATE FEES	UTIL ADMIN	78.57
112783	ARAMARK UNIFORM	UNIFORM SERVICE	SMALL ENGINE SHOP	6.55
	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	35.38
	ARAMARK UNIFORM	UNIFORM SERVICE	EQUIPMENT RENTAL	71.17
	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	73.57
112784	BANK OF AMERICA	TRAVEL/TRAINING REIMBURSEMENT	COMMUNITY DEVELOPMENT-	186.07
	BANK OF AMERICA		COMMUNITY DEVELOPMENT-	589.70
112785	BANK OF AMERICA	SUPPLY REIMBURSEMENT	ER&R	-80.36
	BANK OF AMERICA		ER&R	989.93
112786	BARE, WESLEY	UB 761506000000 7122 66TH ST N	WATER/SEWER OPERATION	272.47
112787	BELMARK LAND AND HOM	UB 755038000000 5038 80TH AVE	WATER/SEWER OPERATION	29.52
112788	BELMARK LAND AND HOM	UB 755014000000 5014 80TH AVE	GARBAGE	61.02
112789	BELMARK LAND AND HOM	UB 754932000000 4932 80TH AVE	GARBAGE	159.02
112790	BENS CLEANER SALES	WASH RACK REPAIR	MAINT OF GENL PLANT	412.23
112791	BILLIEU, JARED	REIMBURSE MEAL	UTIL ADMIN	9.76
112792	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	3,487.68
112793	BOUFFIOU, VALERIE	PRO-TEM SERVICE	MUNICIPAL COURTS	740.00
112794	BROCK, TINA	REIMBURSE TRAVEL EXPENSE	CITY CLERK	21.25
112795	CAPTAIN DIZZYS EXXON	CAR WASHES	COMMUNITY DEVELOPMENT-	4.50
	CAPTAIN DIZZYS EXXON		ENGR-GENL	4.50
	CAPTAIN DIZZYS EXXON		POLICE PATROL	45.00
112796	CASCADE NATURAL GAS	NATURAL GAS CHARGES	WATER FILTRATION PLANT	596.19
112797	CEMEX	ASPHALT	ROADWAY MAINTENANCE	346.04
112798	CHAMPION BOLT	HARDWARE	EQUIPMENT RENTAL	9.27
112799	CHETS CABINET	EVIDENCE LOCKER	PUBLIC SAFETY BLDG.	1,581.95
112800	CHRIS DISHMAN & JAEN	UB 624927000000 4927 106TH ST	WATER/SEWER OPERATION	64.78
112801	COE, JOHN E	UB 757613000000 7613 50TH PL N	WATER/SEWER OPERATION	212.41
	COE, JOHN E		WATER/SEWER OPERATION	223.33
112802	COMCAST	MONTHLY BROADBAND SERVICE	COMPUTER SERVICES	131.21
112803	COOP SUPPLY	K-9 SUPPLIES	K9 PROGRAM	8.50
112804	COUNTRY GREEN TURF	SOD	ROADSIDE VEGETATION	20.63
112805	CTS LANGUAGE LINK	INTERPRETER SERVICES	COURTS	23.50
112806	DANARD ELECTRIC, INC	REFUND ELECTRICAL PERMIT FEES	COMMUNITY DEVELOPMENT	35.00
112807	DEAN, MONICA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
112808	DIAMOND B CONSTRUCT	REPAIR LEAK	PUBLIC SAFETY BLDG.	261.84
	DIAMOND B CONSTRUCT	DVT SYSTEM REPAIR	PUBLIC SAFETY BLDG.	264.57
	DIAMOND B CONSTRUCT	HVAC REPAIR	COURT FACILITIES	1,650.01
112809	DICKS TOWING	TOWING EXPENSE-MP16-55931	POLICE PATROL	43.64
112810	DIGITAL DOLPHIN SUPP	TONER	GENERAL FUND	-18.33
	DIGITAL DOLPHIN SUPP		POLICE INVESTIGATION	219.76
112811	DONNELSON ELECTRIC	INSTALL OF EMERGENCY LIGHTING	WASTE WATER TREATMENT F	4,171.25
112812	E&E LUMBER	PLATE AND BRACE	ADMIN FACILITIES	7.92
	E&E LUMBER	D RINGS	ROADWAY MAINTENANCE	10.04
	E&E LUMBER	FLUSH VALVE	WASTE WATER TREATMENT F	10.90
	E&E LUMBER	LIGHT BULBS AND NEEDLE VALVE	MAINT OF GENL PLANT	34.53
	E&E LUMBER	PAILS AND GARDEN TOOL SETS	WATER SERVICES	86.80
	E&E LUMBER	GARDEN HOES AND HAND WEEDER	ROADSIDE VEGETATION	124.90
112813	EAGLE FENCE	INSTALL CHAIN LINK FENCE	WATER MAINS INSTALL	3,218.45
	EAGLE FENCE	FENCE REPAIR	STORM DRAINAGE	3,436.65
112814	ECONOMY FENCE CENTER	FENCE RENTAL	STORM DRAINAGE	291.84
112815	EDDY, DAN	UB 983419000000 3419 68TH DR N	WATER/SEWER OPERATION	125.22
112816	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	10.50
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.50
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.50
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 11/24/2016 TO 11/30/2016**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
112816	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	24.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	24.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	24.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	189.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	189.00
112817	EMERALD HILLS	COFFEE SUPPLIES-KBCC	BAXTER CENTER APPRE	141.81
112818	EMERALD RECYCLING	DISPOSAL FEES	EQUIPMENT RENTAL	215.25
112819	EVERETT HERALD	SUBSCRIPTION	EXECUTIVE ADMIN	186.00
112820	EVERETT, CITY OF	LAB ANALYSIS	STORM DRAINAGE	270.00
	EVERETT, CITY OF	ANIMAL SHELTER FEES-OCTOBER 20	ANIMAL CONTROL	10,640.00
112821	EYER, MATTHEW	REIMBURSE MEAL	UTIL ADMIN	10.90
112822	FLARRY, LYNNEA	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
112823	FLOYD, CHRIS	INSTRUCTOR SERVICES	RECREATION SERVICES	219.84
112824	FRONTIER COMMUNICATI	ACCT #36065125170927115	STREET LIGHTING	48.38
	FRONTIER COMMUNICATI	ACCT #36065771080927115	STREET LIGHTING	53.38
	FRONTIER COMMUNICATI	ACCT #42539763250319985	PARK & RECREATION FAC	56.32
	FRONTIER COMMUNICATI	ACCT #36065962121015935	MAINT OF GENL PLANT	67.66
	FRONTIER COMMUNICATI	ACCT #36065976670111075	OFFICE OPERATIONS	67.66
	FRONTIER COMMUNICATI	ACCT #25300981920624965	SEWER LIFT STATION	85.62
	FRONTIER COMMUNICATI	ACCT #36065943981121075	PUBLIC SAFETY BLDG.	95.11
	FRONTIER COMMUNICATI	ACCT #36065191230801065	WATER FILTRATION PLANT	99.23
	FRONTIER COMMUNICATI	ACCT #36065340280125085	ADMIN FACILITIES	101.64
112825	GALLS, LLC	UNIFORM-REDIGER	POLICE PATROL	5.61
	GALLS, LLC	UNIFORM-WHITE, DANIEL	DETENTION & CORRECTION	5.61
	GALLS, LLC	UNIFORM-GOOLSBY	POLICE PATROL	26.29
	GALLS, LLC	UNIFORM-NEGRON	POLICE PATROL	26.29
	GALLS, LLC	UNIFORM-OBERTHOLTZER	DETENTION & CORRECTION	26.29
	GALLS, LLC	UNIFORM-REDIGER	POLICE PATROL	26.29
	GALLS, LLC	UNIFORM-WHITE, DANIEL	DETENTION & CORRECTION	26.29
	GALLS, LLC	UNIFORM SUPPLIES	POLICE PATROL	81.83
	GALLS, LLC	UNIFORM-REDIGER	POLICE PATROL	92.69
	GALLS, LLC	UNIFORM-WHITE, DANIEL	DETENTION & CORRECTION	92.69
	GALLS, LLC	UNIFORM-NEGRON	POLICE PATROL	115.60
	GALLS, LLC	STINGER	POLICE PATROL	140.95
	GALLS, LLC	CHEVRONS	POLICE PATROL	154.49
	GALLS, LLC	UNIFORM-GOOLSBY	POLICE PATROL	198.58
	GALLS, LLC	UNIFORM-OBERTHOLTZER	DETENTION & CORRECTION	251.97
112826	GATES, ERIC	UB 983937820000 3937 82ND AVE	WATER/SEWER OPERATION	25.50
112827	GOMEZ-PASCUAL, SHARON	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
112828	GOWER, CHRISTINE	UB 470760000001 5312 144TH PL	WATER/SEWER OPERATION	265.75
112829	GRAINGER	KEY CABINET	SEWER MAIN COLLECTION	144.88
112830	GRANROTH, ERIK	UB 561440000000 17617 34TH AVE	WATER/SEWER OPERATION	386.94
112831	GREENSHIELDS	COIL SLEEVES	SEWER MAIN COLLECTION	18.65
	GREENSHIELDS		STORM DRAINAGE	18.65
	GREENSHIELDS	COUPLER AND ADAPTER	EQUIPMENT RENTAL	29.77
112832	HABITAT FOR HUMANITY	UB 981010467000 10104 67TH AVE	WATER/SEWER OPERATION	38.78
	HABITAT FOR HUMANITY		WATER/SEWER OPERATION	134.47
112833	HDR ENGINEERING	PROFESSIONAL SERVICES	GMA - STREET	1,858.69
112834	HEALTH, DEPT OF	WW OPERATOR CERT RENEWAL-HERZO	COMMUNITY DEVELOPMENT-	42.00
112835	HENNIG, JEANINE TULL	INSTRUCTOR SERVICES	RECREATION SERVICES	97.20
	HENNIG, JEANINE TULL		RECREATION SERVICES	102.48
	HENNIG, JEANINE TULL		RECREATION SERVICES	162.00
	HENNIG, JEANINE TULL		RECREATION SERVICES	226.80
112836	HERC RENTALS INC	LIGHT TOWER RENTAL	ROADSIDE VEGETATION	883.74
112837	HJORT, DALE & ROBYN	UB 761606200000 6830 67TH PL N	WATER/SEWER OPERATION	23.22
112838	HYLARIDES, LETTIE	INTERPRETER SERVICES	COURTS	100.00
112839	INTERSTATE AUTO PART	RETURN LED	EQUIPMENT RENTAL	-22.97
	INTERSTATE AUTO PART	LED	EQUIPMENT RENTAL	22.97
	INTERSTATE AUTO PART	WORKLIGHTS AND HEADLAMPS	ER&R	726.57

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 11/24/2016 TO 11/30/2016**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
112840	KCDA PURCHASING	OFFICE SUPPLIES	RECREATION SERVICES	96.23
	KCDA PURCHASING		PARK & RECREATION FAC	102.68
112841	KDW SALAS OBRIEN	ARC FLASH STUDY	WASTE WATER TREATMENT F	12,191.00
112842	KIRKPATRICK, MARLYN	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
112843	LAKE INDUSTRIES	CONCRETE HAULED	ROADWAY MAINTENANCE	300.00
112844	LANGUAGE EXCHANGE	INTERPRETER SERVICES	COURTS	274.40
112845	LANTING, MARSHA	UB 111400000000 4324 105TH PL	WATER/SEWER OPERATION	48.19
112846	LASTING IMPRESSIONS	PATCHES	POLICE PATROL	736.43
112847	LES SCHWAB TIRE CTR	FLAT REPAIR	EQUIPMENT RENTAL	106.92
	LES SCHWAB TIRE CTR	TIRES	ER&R	1,464.23
112848	LIND, JASON	UB 331424300000 14916 45TH DR	WATER/SEWER OPERATION	34.29
112849	LOTH, KATHY^	UB 030230000000 6014 88TH ST N	WATER/SEWER OPERATION	20.21
112850	LOWES HIW INC	EXTENSION CORDS	UTIL ADMIN	51.66
112851	MARTIN, JENNIFER & L	UB 847916870000 7916 87TH AVE	WATER/SEWER OPERATION	47.93
112852	MARYSVILLE PRINTING	BUSINESS CARDS	PROBATION	84.96
	MARYSVILLE PRINTING	ENVELOPES	MUNICIPAL COURTS	450.04
112853	MARYSVILLE SCHOOL	FACILITY USAGE-TMS	RECREATION SERVICES	48.00
	MARYSVILLE SCHOOL		RECREATION SERVICES	890.00
112854	MCLOUGHLIN & EARDLEY	CONTROL MODULES	ER&R	758.14
112855	METCALF, SHELLEY	INSTRUCTOR SERVICES	RECREATION SERVICES	1,169.78
112856	MITCHELL, DEAN	UB 680490000000 4616 101ST PL	WATER/SEWER OPERATION	40.68
112857	MIZELL, KAYLEY	REIMBURSE WELLNESS EXPENSE	PERSONNEL ADMINISTRATIO	8.59
112858	NEXTWAREHOUSE	FIBER/COPPER SWITCH	WATER/SEWER OPERATION	-451.11
	NEXTWAREHOUSE		UTIL ADMIN	5,408.33
112859	NORTH SOUND HOSE	HOSE	SEWER MAIN COLLECTION	25.40
112860	NORTHEND TRUCK EQUIP	CAMERA INSTALLATION	TRANSPORTATION MANAGEM	1,598.32
112861	NORTHWESTERN AUTO	PAINT VEHICLE #P124	EQUIPMENT RENTAL	3,771.37
112862	OFFICE DEPOT	OFFICE SUUPLIES	EXECUTIVE ADMIN	129.35
	OFFICE DEPOT	OFFICE SUPPLIES	POLICE PATROL	146.73
	OFFICE DEPOT		POLICE PATROL	323.49
112863	OPTICS PLANET INC.	FLASHLIGHT	GENERAL FUND	-11.39
	OPTICS PLANET INC.		POLICE PATROL	136.54
112864	PARRY, WILFRED	UB 100230800000 4718 89TH ST N	WATER/SEWER OPERATION	84.54
112865	PARTS STORE, THE	LED MARKER LIGHTS	ER&R	45.17
	PARTS STORE, THE	BEARINGS	GOLF ADMINISTRATION	698.63
112866	PEACE OF MIND	MINUTE TAKING SERVICE	COMMUNITY DEVELOPMENT-	142.60
112867	PETTY CASH- PARKS	SPECIAL EVENT SUPPLIES	OPERA HOUSE	39.62
112868	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	2.97
	PGC INTERBAY LLC		PRO-SHOP	34.72
	PGC INTERBAY LLC		MAINTENANCE	56.48
	PGC INTERBAY LLC		PRO-SHOP	56.49
	PGC INTERBAY LLC		PRO-SHOP	83.17
	PGC INTERBAY LLC		MAINTENANCE	96.71
	PGC INTERBAY LLC		MAINTENANCE	99.48
	PGC INTERBAY LLC		PRO-SHOP	102.52
	PGC INTERBAY LLC		MAINTENANCE	122.33
	PGC INTERBAY LLC		MAINTENANCE	141.78
	PGC INTERBAY LLC		MAINTENANCE	183.00
	PGC INTERBAY LLC		PRO-SHOP	259.26
	PGC INTERBAY LLC		PRO-SHOP	335.16
	PGC INTERBAY LLC		MAINTENANCE	605.53
	PGC INTERBAY LLC		PRO-SHOP	4,573.63
	PGC INTERBAY LLC		MAINTENANCE	7,878.56
112869	PILCHUCK RENTALS	CHAINSAWS W/CASES, CHAPS, WREN	GENERAL SERVICES - OVERH	747.06
	PILCHUCK RENTALS	STIHL SAW W/CASE, SAW BAR, WRE	GENERAL SERVICES - OVERH	1,500.14
112870	PLOEGER, PENELOPE	UB 300780000000 5116 133RD PL	WATER/SEWER OPERATION	76.46
112871	POCKET PRESS	LAW BOOKS	GENERAL FUND	-58.29
	POCKET PRESS		POLICE PATROL	698.83
112872	PREMIER SILICA LLC	SAND	WASTE WATER TREATMENT F	9,362.50
	PREMIER SILICA LLC		WASTE WATER TREATMENT F	9,362.50
112873	PRIME LENDING A PLA	UB 810430000001 5010 GROVE ST	GARBAGE	292.15

**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>
112874	PUCHELT, EDWARD	UB 121560000000 4314 113TH PL	WATER/SEWER OPERATION	23.80
112875	PUD	ACCT #2024-9948-9	COMMUNITY EVENTS	14.90
	PUD	ACCT #2023-7865-9	MAINT OF GENL PLANT	16.70
	PUD	ACCT #2042-5946-9	TRAFFIC CONTROL DEVICES	16.70
	PUD	ACCT #2016-6804-3	PARK & RECREATION FAC	20.17
	PUD	ACCT #2016-7213-6	SEWER LIFT STATION	24.31
	PUD	ACCT #2024-7643-8	SEWER LIFT STATION	24.72
	PUD	ACCT #2016-1018-5	TRANSPORTATION MANAGEM	25.70
	PUD	ACCT #2021-7815-8	SEWER LIFT STATION	27.46
	PUD	ACCT #2006-5074-5	TRANSPORTATION MANAGEM	30.32
	PUD	ACCT #2026-9433-7	TRANSPORTATION MANAGEM	31.14
	PUD	ACCT #2020-1258-9	PARK & RECREATION FAC	35.85
	PUD	ACCT #2016-7089-0	TRANSPORTATION MANAGEM	38.51
	PUD	ACCT #2021-4048-9	TRANSPORTATION MANAGEM	38.51
	PUD	ACCT #2207-9273-3	STREET LIGHTING	39.18
	PUD	ACCT #2030-0516-0	STREET LIGHTING	44.59
	PUD	ACCT #2010-6528-1	PARK & RECREATION FAC	44.61
	PUD	ACCT #2023-6853-6	TRANSPORTATION MANAGEM	46.01
	PUD	ACCT 32211-1593-4	MAINT OF GENL PLANT	50.05
	PUD	ACCT #2021-0219-0	TRANSPORTATION MANAGEM	55.69
	PUD	ACCT #2207-6180-7	OPERA HOUSE	58.61
	PUD	ACCT #2008-2727-7	TRANSPORTATION MANAGEM	59.64
	PUD	ACCT #2005-7184-2	TRANSPORTATION MANAGEM	61.57
	PUD	ACCT #2023-6854-4	TRANSPORTATION MANAGEM	65.08
	PUD	ACCT #2035-1961-6	NON-DEPARTMENTAL	66.36
	PUD	ACCT #2021-4311-1	TRANSPORTATION MANAGEM	67.58
	PUD	ACCT #2023-6855-1	PARK & RECREATION FAC	68.31
	PUD	ACCT #2000-8403-6	TRANSPORTATION MANAGEM	82.87
	PUD	ACCT #2024-6354-3	SEWER LIFT STATION	86.37
	PUD	ACCT #2207-6117-5	OPERA HOUSE	102.31
	PUD	ACCT #2007-9006-1	PARK & RECREATION FAC	112.09
	PUD	ACCT #2020-0032-9	PARK & RECREATION FAC	119.29
	PUD	ACCT #2025-5745-0	STREET LIGHTING	127.13
	PUD	ACCT #2032-3100-6	TRANSPORTATION MANAGEM	151.01
	PUD	ACCT #2208-3888-2	TRAFFIC CONTROL DEVICES	166.30
	PUD	ACCT #2032-2345-8	PARK & RECREATION FAC	217.83
	PUD	ACCT #2004-7954-1	COMMUNITY CENTER	246.59
	PUD	ACCT #2010-2169-8	PARK & RECREATION FAC	332.64
	PUD	ACCT #2000-7044-9	TRANSPORTATION MANAGEM	332.79
	PUD	ACCT #2023-0972-0	TRAFFIC CONTROL DEVICES	369.77
	PUD	ACCT #2010-2160-7	PARK & RECREATION FAC	385.54
	PUD	ACCT #2026-8928-7	WASTE WATER TREATMENT F	502.55
	PUD	ACCT #2005-8648-5	SEWER LIFT STATION	719.24
112876	PUGET SOUND SECURITY	KEYS MADE	SEWER MAIN COLLECTION	14.73
112877	RANDHAWA, MOHINDER	INTERPRETER SERVICES	COURTS	150.00
112878	RICOH USA, INC.	PRINTER/COPIER CHARGES	OFFICE OPERATIONS	12.97
	RICOH USA, INC.		GENERAL SERVICES - OVERT	14.53
	RICOH USA, INC.		COMMUNITY CENTER	21.24
	RICOH USA, INC.		PROPERTY TASK FORCE	35.28
	RICOH USA, INC.		PROBATION	113.97
	RICOH USA, INC.		WASTE WATER TREATMENT F	139.53
	RICOH USA, INC.		PARK & RECREATION FAC	144.88
	RICOH USA, INC.		POLICE PATROL	147.00
	RICOH USA, INC.		ENGR-GENL	167.31
	RICOH USA, INC.		PERSONNEL ADMINISTRATIOI	175.17
	RICOH USA, INC.		UTIL ADMIN	247.04
	RICOH USA, INC.		COMMUNITY DEVELOPMENT-	260.84
112879	RING, KATRINA	REFUND CLASS FEES	PARKS-RECREATION	70.00
112880	ROSE, DIANA	REIMBURSE MILEAGE	EXECUTIVE ADMIN	241.70
112881	RUSDEN, JOHN	PRO-TEM SERVICES	MUNICIPAL COURTS	370.00
112882	SAFEWAY INC.	MEETING SUPPLIES	EXECUTIVE ADMIN	69.52

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 11/24/2016 TO 11/30/2016**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
112883	SAFeway INC.	JAIL SUPPLIES	DETENTION & CORRECTION	123.31
112884	SCHOOLCRAFT, RANDY	REIMBURSE MEAL	UTIL ADMIN	11.10
112885	SCORE	INMATE PRESCRIPTIONS	DETENTION & CORRECTION	9.50
112886	SEATTLE TIMES, THE	SUBSCRIPTION	EXECUTIVE ADMIN	105.30
112887	SELECTIVE TREE	TREE REMOVAL	STORM DRAINAGE	1,854.70
	SELECTIVE TREE		STORM DRAINAGE	1,963.80
112888	SHERWIN WILLIAMS	PAINT	MAINT OF GENL PLANT	217.50
112889	SHRED-IT US	MONTHLY SHREDDING SERVICE	POLICE PATROL	4.56
	SHRED-IT US		POLICE PATROL	4.56
	SHRED-IT US		POLICE INVESTIGATION	4.56
	SHRED-IT US		DETENTION & CORRECTION	45.60
	SHRED-IT US		OFFICE OPERATIONS	50.16
112890	SLATIN, HEATHER	REIMBURSE MEAL	UTIL ADMIN	15.00
112891	SMALLEY, JOHN S	WELLNESS COMM HQ EXPENSE	PERSONNEL ADMINISTRATIO	593.00
112892	SMOKEY POINT CONCRET	ROCK	GMA-PARKS	528.88
	SMOKEY POINT CONCRET		WATER DIST MAINS	1,048.43
	SMOKEY POINT CONCRET		SEWER MAIN COLLECTION	1,048.43
	SMOKEY POINT CONCRET		ROADWAY MAINTENANCE	1,048.44
	SMOKEY POINT CONCRET		WATER DIST MAINS	1,064.27
	SMOKEY POINT CONCRET		SEWER MAIN COLLECTION	1,064.27
	SMOKEY POINT CONCRET		ROADWAY MAINTENANCE	1,064.27
	SMOKEY POINT CONCRET		WATER DIST MAINS	1,071.52
	SMOKEY POINT CONCRET		SEWER MAIN COLLECTION	1,071.53
	SMOKEY POINT CONCRET		ROADWAY MAINTENANCE	1,071.53
	SMOKEY POINT CONCRET		GMA-PARKS	3,079.92
112893	SNAP-ON INCORPORATED	SENSOR	EQUIPMENT RENTAL	1,211.52
112894	SNO CO SUPERIOR	BAIL POSTED	GENERAL FUND	250.00
112895	SNO CO TREASURER	INMATE HOUSING-OCTOBER 2016	DETENTION & CORRECTION	43,358.52
112896	SOCRATA INC	OPEN EXPENDITURE & OPEN BUDGET	EXECUTIVE ADMIN	16,637.58
112897	SOUND PUBLISHING	LEGAL ADS	GMA - STREET	69.50
112898	SOUND PUBLISHING		COMMUNITY DEVELOPMENT-	460.95
112899	SOUND SAFETY	JEANS-BILLIEU	UTIL ADMIN	50.18
	SOUND SAFETY	GLOVES	DETENTION & CORRECTION	63.22
112900	SPRINGBROOK NURSERY	ASPHALT HAULING	WASTE WATER TREATMENT F	900.00
112901	STERLING RENTALS	OPERA HOUSE LEASE PAYMENT-DECE	OPERA HOUSE	5,252.23
112902	SUNNYSIDE NURSERY	PLANTS FOR TRAFFIC CIRCLES	TRANSPORTATION MANAGEM	188.38
112903	SWEENEY, CHERIE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
112904	SWICK-LAFAVE, JULIE	REIMBURSE JAIL SUPPLIES	DETENTION & CORRECTION	26.19
	SWICK-LAFAVE, JULIE		DETENTION & CORRECTION	304.80
112905	SYNAPTEC SOFTWARE	ANNUAL SUPPORT	PROBATION	940.00
112906	SYSTEMS INTERFACE	WTPS PLC REPAIR	WASTE WATER TREATMENT F	690.00
112907	TAB PRODUCTS CO	FILE FOLDERS	MUNICIPAL COURTS	3,221.17
112908	TARBELL, WILLIAM	UB 301350000002 5219 134TH PL	WATER/SEWER OPERATION	108.24
112909	TESSCO INC	ANTENNAS	TRIBAL GAMING-GENL	969.96
112910	TOCCO, LEAH	REIMBURSE MEETING SUPPLY EXPEN	EXECUTIVE ADMIN	22.91
	TOCCO, LEAH		PERSONNEL ADMINISTRATIO	67.70
112911	TRAFFIC SAFETY SUPPL	MESSAGE BOARD	CITY STREET-GENL	9,666.26
112912	UNITED PARCEL SERVIC	SHIPPING EXPENSE	TRANSPORTATION MANAGEM	0.21
	UNITED PARCEL SERVIC		SEWER MAIN COLLECTION	1.40
	UNITED PARCEL SERVIC		TRANSPORTATION MANAGEM	2.29
	UNITED PARCEL SERVIC		SEWER SERV MAINT	9.99
	UNITED PARCEL SERVIC		SEWER LIFT STATION	27.25
112913	VENTILATION POWER	PAY ESTIMATE #1	WATER/SEWER OPERATION	-4,020.00
	VENTILATION POWER		STORM DRAINAGE	8,040.00
112914	VERIZON	WIRELESS CHARGES	PURCHASING/CENTRAL STOF	24.73
	VERIZON		CRIME PREVENTION	49.46
	VERIZON		UTILITY BILLING	49.46
	VERIZON		ANIMAL CONTROL	55.16
	VERIZON		PERSONNEL ADMINISTRATIO	55.16
	VERIZON		FINANCE-GENL	65.16
	VERIZON		EQUIPMENT RENTAL	74.19

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 11/24/2016 TO 11/30/2016**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
112914	VERIZON	WIRELESS CHARGES	OFFICE OPERATIONS	98.92
	VERIZON		FACILITY MAINTENANCE	110.32
	VERIZON		LEGAL-GENL	150.33
	VERIZON		PROPERTY TASK FORCE	165.48
	VERIZON		LEGAL - PROSECUTION	166.53
	VERIZON		RECREATION SERVICES	178.81
	VERIZON		PARK & RECREATION FAC	184.51
	VERIZON		YOUTH SERVICES	220.64
	VERIZON		MUNICIPAL COURTS	245.50
	VERIZON		EXECUTIVE ADMIN	272.26
	VERIZON		WATER SUPPLY MAINS	280.09
	VERIZON		WASTE WATER TREATMENT F	418.61
	VERIZON		GENERAL SERVICES - OVERH	425.50
	VERIZON		COMMUNITY DEVELOPMENT-	462.50
	VERIZON		ENGR-GENL	468.70
	VERIZON		STORM DRAINAGE	500.62
	VERIZON		DETENTION & CORRECTION	509.98
	VERIZON		SOLID WASTE CUSTOMER EX	599.93
	VERIZON		COMPUTER SERVICES	613.65
	VERIZON		POLICE ADMINISTRATION	696.23
	VERIZON		POLICE INVESTIGATION	705.01
	VERIZON		UTIL ADMIN	1,782.73
	VERIZON		POLICE PATROL	4,583.71
112915	VILLAGE COMM SERVICE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
112916	WA STATE TREASURER	FORFEITURES 3RD QTR 2016	DRUG SEIZURE	1,076.52
112917	WASHINGTON LEGAL	CONDEMNATION-GILBERT, B	GMA - STREET	48.00
	WASHINGTON LEGAL	CONDEMNATION-GILBERT	GMA - STREET	83.00
	WASHINGTON LEGAL	CONDEMNATION-GRINDER	GMA - STREET	93.00
	WASHINGTON LEGAL		GMA - STREET	104.00
	WASHINGTON LEGAL	CONDEMNATION-GILBERT, R	GMA - STREET	124.00
112918	WASHINGTON STATE UNV	RECERTIFICATION-AKAU	UTIL ADMIN	120.00
	WASHINGTON STATE UNV	RECERTIFICATION-BROWN	UTIL ADMIN	120.00
112919	WEED GRAAFSTRA	RECORDING/TITLE FEES-CARLSON	ENGR-GENL	526.17
112920	WEST PAYMENT CENTER	WA CRIMINAL PRACTICE	MUNICIPAL COURTS	672.06
112921	WITHERSPOON, SHIAN	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
112922	WRIGHT, DONNA	REIMBURSE CITY SUMMIT EXPENSE	CITY COUNCIL	1,519.37

**WARRANT TOTAL:**

**245,552.15**

**REASON FOR VOIDS:**

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

# *Index #6*

## CITY OF MARYSVILLE AGENDA BILL

### EXECUTIVE SUMMARY FOR ACTION

**CITY COUNCIL MEETING DATE: 12/12/2016**

<b>AGENDA ITEM:</b> PSA Supplement No. 3, Water Comprehensive Plan Update	
<b>PREPARED BY:</b> Ryan Morrison, Project Engineer	<b>DIRECTOR APPROVAL:</b> 
<b>DEPARTMENT:</b> Public Works - Engineering	
<b>ATTACHMENTS:</b> PSA Supplement No. 3	
<b>BUDGET CODE:</b> 40143410.541000.1419	<b>AMOUNT:</b> \$0.00
<b>SUMMARY:</b>	

On June 23, 2014, the City entered into a Professional Services Agreement with RH2 Engineering, Inc. to provide the City with an update to the Water System Comprehensive Plan (WSP). The Final Draft of the WSP has been completed and is currently out for DOH and adjacent Agency review.

The attached Supplement provides for a no cost time extension of the agreement to allow for DOH and Agency review and comment time as well as to allow time for development of any required response on behalf of the City.

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to sign and execute the PSA Supplement No. 3, Water Comprehensive Plan Update.

**SUPPLEMENTAL AGREEMENT NO. 3  
TO  
PROFESSIONAL SERVICES AGREEMENT  
FOR CITY OF MARYSVILLE  
RH2 Engineering, Inc.**

This Supplemental Agreement No. 3 is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2017, between the City of Marysville, hereinafter called the "City" and RH2 Engineering Inc., hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for updating the City's Water Comprehensive Plan, hereinafter called the "Project," and said Agreement being dated June, 23, 2014; and

WHEREAS, both parties desire to supplement said Agreement by extending the time of completion to April 30, 2017. The total amount payable under this Agreement shall not change.

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 June 23, 2014 shall remain in full force and effect, except as modified in the following sections:

1. Article III, Section III.3 of the Original Agreement, Term, is amended to add that the parties agree to extend the term of the agreement to terminate at midnight April 30, 2017.

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

Original Agreement	<u>\$218,217.00</u>
Supplemental Agreement No.1	<u>\$0.00</u>
Supplemental Agreement No.2	<u>\$29,920.00</u>
Supplemental Agreement No. 3	<u>\$0.00</u>
Grand Total	<u>\$248,137.00</u>

IN WITNESS WHEREOF, the parties hereto have executed this SUPPLEMENTAL AGREEMENT NO. 3 as of the day and year first above written.

CITY OF MARYSVILLE

RH2 ENGINEERING, INC.

By: \_\_\_\_\_  
Jon Nehring, Mayor

By: *Michael J. Ballard*  
Its *Director*

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
April O'Brien, Deputy City Clerk

APPROVED AS TO FORM:

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

# *Index #7*

**CITY OF MARYSVILLE AGENDA BILL**  
**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE:** December 12, 2016

<b>AGENDA ITEM:</b>	
PUD No. 1 of Snohomish County / Frontier Communications Northwest, Inc. Distribution Easement	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Jay Cooke, Project Manager	<i>JCS For KN</i>
<b>DEPARTMENT:</b>	
Public Works / Engineering	
<b>ATTACHMENTS:</b>	
PUD 11/10/16 Transmittal Letter; Distribution Easement document and Exhibit A	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
40220594.563000	N/A
<b>SUMMARY:</b>	
<p>The Sunnyside Well Treatment Facility is currently under construction and requires electrical/communication connection to both the existing Public Utility District No. 1 of Snohomish County (PUD) electrical distribution system <i>and</i> Frontier Communications NW, Inc. (Frontier). The project contract documents require the City to pay PUD construction costs for installing the primary electrical service which includes the primary riser, J box and padmount transformer. Payment for this work was recently handled through the purchase order process with PUD. In addition, a standard easement agreement must be prepared which grants permission to PUD and Frontier for installation and maintenance of the electrical service/communication facilities located on the City's Sunnyside property at 4123 71<sup>st</sup> Avenue NE, Marysville WA 98270.</p> <p>PUD has prepared the standard easement document for a Distribution Easement (which includes Frontier as Grantee) and requires the document to be signed by the City of Marysville prior to filing with Snohomish County.</p> <p>Engineering staff has reviewed the easement document for accuracy.</p>	

**RECOMMENDED ACTION:** Staff recommends that Council Authorize the Mayor to sign and execute the attached Distribution Easement with both PUD and Frontier.



*Your Northwest renewables utility*

November 10, 2016

City of Marysville  
Attn: Jay Cooke  
1049 State Ave.  
Marysville, WA 98270

RE: Parcel No. 29050200206500

Dear Mr. Cooke,

Enclosed is a standard easement form which grants permission to Snohomish County PUD No. 1 for installation and maintenance of the electrical facilities on the property referenced above.

Please sign the easement in the presence of a notary, keep a copy for your records and return the original to:

ATTN: Real Estate (O-1) JJS  
Snohomish County PUD  
PO Box 1107  
Everett, WA 98206-9989

**Please also include documentation such as Articles of Incorporation that verifies the individual granting the easement has the authorization to do so on behalf of the City of Marysville.**

**Unfortunately, we are not able to accept scanned/emailed copies of the signed easements. In order to process your easement and record it with Snohomish County, we will need the signed and notarized original documents mailed back to us.**

If you have any further questions, please contact me at (425) 783-4339.

Sincerely,

A handwritten signature in black ink that reads "jsouthard".

Jennifer Southard  
Real Estate Services  
Enclosures

AFTER RECORDING, PLEASE RETURN TO:

Public Utility District No. 1 of Snohomish County  
 Attn: Jennifer Southard  
 Manager, Real Estate Services  
 P.O. Box 1107  
 Everett, Washington 98206-1107

E-\_\_\_\_\_  
 WO#100009658 ROW# 10000041004

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DISTRIBUTION EASEMENT

Grantor ("Owner"): City of Marysville, a municipal corporation  
 Grantee: Public Utility District No. 1 of Snohomish County  
 Frontier Communications Northwest, Inc.  
 Short Legal Description: Ptn. of NE ¼ NW ¼, Sec. 02, Twp. 29, R. 05  
 Tax Parcel No: 29050200206500

THIS DISTRIBUTION EASEMENT ("Easement") is made this \_\_\_\_ day of \_\_\_\_\_ 201\_\_, by and between City of Marysville, a municipal corporation ("Owner"), and Public Utility District No. 1 of Snohomish County, a Washington State municipal corporation ("District") and Frontier Communications Northwest Inc. The Owner, District and Frontier are sometimes referred to individually herein as "Party" and collectively as "Parties". The District and Frontier are collectively referred to as "Grantee".

WHEREAS, Owner is the owner of certain lands and premises situated in the County of Snohomish, State of Washington, legally described as follows (hereinafter "Property"):

**LOT 1 OF CITY OF MARYSVILLE SHORT PLAT, SP-07004 RECORDED UNDER AUDITOR'S FILE NUMBER 200803205001, BEING A PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 02, TOWNSHIP 29, RANGE 05 EAST, W.M.**

**Situate in the County of SNOHOMISH, State of Washington**

WHEREAS, the Grantee is desirous of acquiring certain rights and privileges across, over, under, upon and through the Property.

NOW, THEREFORE, the Parties agree as follows:

1. Distribution Easement. Owner, for good and valuable consideration, receipt of which is hereby acknowledged, hereby conveys and grants to Grantee, its agents, contractors, successors and assigns, a non-exclusive easement for the perpetual right, privilege, and authority to patrol, construct, erect, reconstruct, alter, improve, extend, repair, operate, and maintain overhead and/or underground

---

electric distribution lines and facilities, Grantee-owned communication wires and cables, and other necessary or convenient appurtenances, across, over, under, through and upon the following portion of Owner's Property (hereinafter "Easement Area"):

**That portion of the above-described property being a strip of land ten feet (10') in width having five feet (5') of such width on each side of the centerline of the electrical facilities approximately as shown on the attached drawing marked Exhibit "A", attached hereto and by this reference made a part hereof, and specifically located as actually installed. The exterior boundaries of said easement being widened accordingly to provide Grantee 8 feet of easement area adjoining all sides of Grantee's ground mounted transformers, switch cabinets, and/or vaults.**

2. Access To and Across Property. Grantee has the right of ingress to and egress from the Easement Area across the adjacent Property of Owner where same is reasonably necessary for the purpose of exercising its easement rights described in Section 1.

3. Owner's Reservation of Rights and Use of Easement Area. Owner reserves the right to use the Easement Area in a manner that does not interfere with the Grantee's use of the Easement Area, and/or present a hazard to Grantee's electric distribution lines and facilities, communication wires and cables, and other appurtenances. The Owner shall not construct or permit to be constructed any structures of any kind in the Easement Area without prior approval of the Grantee.

4. Clearing of Power Line Right of Way. Grantee has the right at all times to clear said Easement Area and keep the same clear of all brush, debris and trees.

5. Trimming or Removal of Hazardous/Danger Trees. Grantee has the right at all times to cut, slash, or trim and remove brush, timber or trees from the Property which in the opinion of Grantee constitute a hazard to said lines and facilities, communication wires and cables, and other appurtenances or the Grantee's access thereto. Trees, brush or other growth shall be deemed hazardous to the lines or facilities or access of the Grantee when they are of such a height that they could, upon falling, strike the nearest edge of the Easement Area at a height of more than fifteen feet (15'). Except in emergencies, Grantee shall, prior to the exercise of such right, identify such trees and make a reasonable effort to give Owner prior notice that such trees will be trimmed or removed.

6. Title to Removed Trees, Vegetation and Structures. The title to all brush, debris, trees and structures removed from the Easement Area and the Property pursuant to Sections 4 and 5 shall be vested in the Grantee, and the consideration paid for this Easement and rights herein described is accepted by Owner as full compensation for said removed brush, debris, trees and structures. Owner shall be entitled to request fallen timber be set aside for Owner's personal use. Grantee shall make reasonable effort to set aside said fallen timber provided doing the same is safe in Grantee's sole opinion. Title to any fallen timber set aside in this manner shall revert to the Owner.

7. Restoration Provision. To the extent that Owner's Property is disturbed and/or damaged by Grantee's exercise of its rights hereunder, Grantee shall restore the condition of the Property as nearly as reasonably possible to its existing condition prior to said exercise of its rights.

8. Title to Property. The Owner represents and warrants having the lawful right and power to sell and convey this Easement to Grantee.

9. Binding Effect. This Easement and the rights and obligations under this Easement are intended to and shall run with the Property and shall benefit and bind the Parties and their respective heirs, successors and assigns.

10. Governing Law and Venue. This Easement shall be governed by and construed in accordance with the laws of the State of Washington. The venue for any action to enforce or interpret this Easement shall lie in the Superior Court of Washington for Snohomish County, Washington.

11. Authority. Each party signing this Easement, if on behalf of an entity, represents that they have full authority to sign this Easement on behalf of such entity.

12. Grantee Acceptance. By recording this Easement, Grantee hereby accepts all provisions set forth under this agreement.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written

OWNER(S):  
**The City of Marysville**

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

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

**(REPRESENTATIVE ACKNOWLEDGMENT)**

State of Washington  
County of \_\_\_\_\_

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
signed this instrument, on oath stated that (he/she/they) (was/were) authorized to execute the instrument and  
acknowledged it as the \_\_\_\_\_ of the City of Marysville to be the free and  
voluntary act for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

(Seal or Stamp)

Signature of  
Notary Public \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Residing at: \_\_\_\_\_

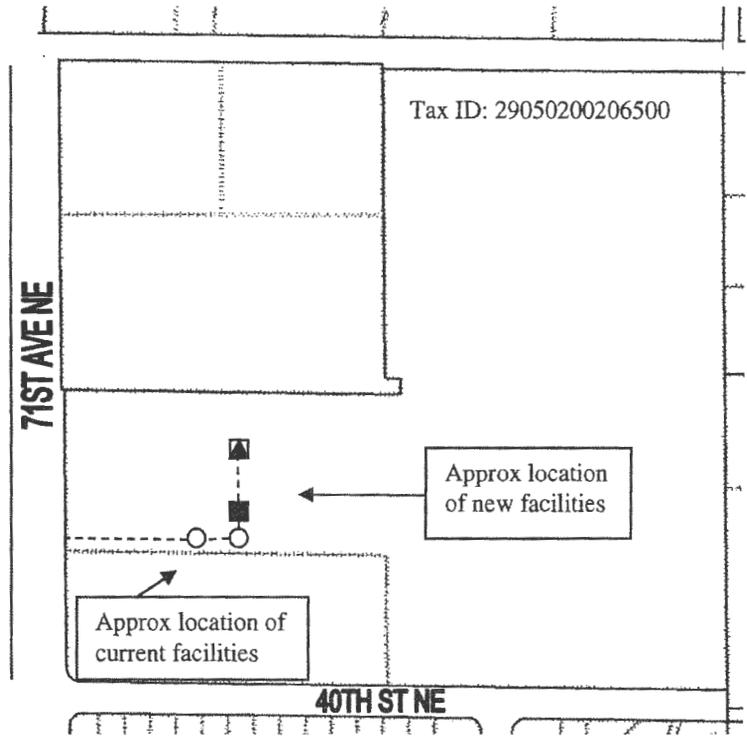
My appointment expires \_\_\_\_\_

# Exhibit "A"



**Not To Scale**

**THIS DRAWING IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO BE AN ACCURATE SURVEY**



**SE 34-30-05**

11/10/2016	CITY OF MARYSVILLE	WO#100009658
	Tax Lot #29050200206500	N# 10000041004

# *Index #8*



**INTERLOCAL AGREEMENT FOR JAIL SERVICES  
BETWEEN SNOHOMISH COUNTY AND THE CITY OF MARYSVILLE**

This INTERLOCAL AGREEMENT FOR JAIL SERVICES BETWEEN SNOHOMISH COUNTY AND THE CITY OF MARYSVILLE (this "Agreement"), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), and the CITY OF MARYSVILLE, a municipal corporation of the State of Washington (the "City") pursuant to Chapter 39.34 RCW and Chapter 70.48 RCW.

**RECITALS**

**A.** The County currently maintains and operates a correctional facility known as the Snohomish County Corrections Bureau (the "Jail"). In order to assist other jurisdictions, the County from time to time will enter into interlocal agreements to confine in the Jail persons from other jurisdictions.

**B.** The County and City each have the statutory power and authority to maintain and operate a correctional facility and to confine inmates therein.

**C.** The City from time to time desires to confine in the Jail persons who have been arrested, detained or convicted by the City of criminal offenses (the "City Inmates"), and the County is willing to furnish its Jail facilities and personnel in exchange for payment from the City of fees and costs, all as more fully described in this Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the City agree as follows:

**1. Purpose of Agreement.** This Agreement is authorized by and entered into pursuant to Chapter 39.34 RCW and Chapter 70.48 RCW. The purpose and intent of this Agreement is for the County and the City to work together efficiently and effectively in order that the County may provide the City with Jail Services (the "Services"), as defined in Section 4 below, based on the rules and conditions set forth in the Jail's policies, procedures, rules and regulations and in this Agreement and any attachments hereto.

**2. Effective Date and Duration.** This Agreement shall not take effect unless and until it has been duly executed by both Parties and either filed with the County Auditor or posted on the County's Interlocal Agreements website. This Agreement shall remain in effect through December 31, 2017, unless earlier terminated pursuant to the provisions of Section 12 below, PROVIDED HOWEVER, that the term of this Agreement may be extended or renewed for up to two (2) additional three (3) year terms by written notice from the County to the City, PROVIDED FURTHER that each Party's obligations after December 31, 2014, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance

with applicable law.

**3. Administrators.** Each party to this Agreement shall designate an individual (an “Administrator”), who may be designated by title or position, to oversee and administer such party’s participation in this Agreement. The parties’ initial Administrators shall be the following individuals:

<u>County’s Initial Administrator:</u>	<u>City’s Initial Administrator:</u>
Rob Beidler, Corrections Bureau Chief	_____
Snohomish County Sheriff’s Office	_____
Corrections Bureau	_____
3000 Rockefeller Avenue M/S 509	_____
Everett, Washington 98201	_____

Either party may change its Administrator at any time by delivering written notice of such party’s new Administrator to the other party.

**4. Scope of Services.** As described in this Section 4 and subject to the conditions set forth in Section 5 below, the County will accept City Inmates for purposes of confinement, correction, punishment and/or rehabilitation, and hold such City Inmates until such time as they are lawfully discharged from custody pursuant to law, the terms of a judicial Order of Commitment, and/or returned to the custody of the City:

4.1 Effect of Ordinance, Policies, Procedures, Rules and Regulations. The Jail will be administered by the County in accordance with the ordinance, policies, procedures, rules and regulations of the County and in accordance with the rules and regulations of any agency of the State of Washington empowered to make rules governing the administration of county jails. The City and City Inmates shall be subject to the County’s ordinances, policies, procedures, rules and regulations relating to Jail operations, including any emergency security rules imposed by the County’s Administrator, PROVIDED, HOWEVER, that nothing in this Agreement shall be construed as creating, modifying, or expanding any duty on the part of the County except as specifically provided herein. Nothing in this Agreement shall be interpreted as a delegation by the City, its judicial and law enforcement agencies, to the County of the duty of supervise City Inmates.

4.2 City Access to City Inmates. The City, its officers, employees, or agents, may interview City Inmates inside the confines of the Jail subject to necessary operational and security rules and regulations. Interview rooms will be made available on an equivalent basis to all jurisdictions with inmates in confined in the Jail.

4.3 Transport of City Inmates. The City shall provide or arrange for transportation and security of its inmates to and from the Jail except when (a) the County determines, in its sole discretion, that emergency transportation is necessary in order to secure medical and/or psychiatric evaluation or treatment, or (b) the County determines, in its sole discretion, that transportation is required to support the orderly operation of the Jail. The City

shall provide the County with at least twenty-four (24) hours' notice prior to transporting a City Inmate from the Jail.

4.4 Video Court. Upon request, the County will provide the City with use of the Jail's "Video Court" services, which include, by way of example but not by way of limitation, the following types of services: use of County video camera(s), audio technology, and the video courtroom facility; scheduling inmates for appearances by video; and transporting inmates to and from the video courtroom; PROVIDED, HOWEVER, that the County shall have no liability or obligation for the installation, operation, maintenance, inspection, repair or replacement of the Video Court equipment operated by the City on City property. Appearances made by video shall be scheduled only between the hours of 8:30 am and 4:00 pm, Monday through Friday each week. The County shall have discretion to set the date, time and duration of the City's Video Court. The County will provide the City with a Video Court Schedule no later than ten (10) days after execution of this Agreement. The County may change the City's Video Court Schedule by providing the City with at-least thirty (30) days written notice. The County will deliver the City's Inmate(s) to the video courtroom by at least thirty (30) minutes prior to the City Inmate(s) hearing time so that the City Inmate(s) may prepare for the hearing and meet with his or her respective attorney(s). The City shall provide the County with all paperwork requiring the signature of City Inmate(s) at least thirty (30) minutes before the start of the City's scheduled Video Court time. In the event of a technical problem that the Parties are unable to repair in a timely manner, the Parties shall work together to reschedule the impacted hearings to be reheard within two (2) judicial days.

4.5 Health Care of City Inmates. The County is hereby granted the authority to seek necessary medical, dental and mental health services for City Inmates without consulting with the City. The County shall notify the City prior to seeking treatment, unless immediate treatment is required, in which case, the County will notify the City as soon after the event as reasonably possible. During "Normal Business Hours, defined as Monday through Friday, from 8:00 a.m. to 5:00 p.m., the City's point of contact for City Inmate health issues will be as follows:

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

Outside Normal Business Hours, the City's point of contact for City Inmate health issues will be as follows:

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

Any failure or error by the County to provide the City with proper notification of medical, dental and/or mental health services delivered to a City Inmate shall in no way excuse full, complete and timely payment by the City under Section 6 of this Agreement. The City and the County will comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and County policies and procedures regarding HIPAA.

4.6 Community Corrections. As provided in this Section 4.6 and the Jail's policies and procedures, City Inmates confined to the Jail may serve their time in a Community Corrections Program.

4.6.1 The term "Community Corrections Program" includes Electronic Home Detention, Work/Education Release and Work Crew, as those programs are defined in the Jail's policies and procedures.

4.6.2 Except where a City Inmate is confined in the Jail at the request of multiple jurisdictions of which not all have executed an interlocal agreement in substantially the same form as this Agreement, a City Inmate is eligible to participate in a Community Corrections Program if he or she has been (a) screened by the County and the County has found that the City Inmate meets all statutory and program eligibility requirements, and (b) ordered into a Community Corrections Program by the City's municipal court or other judicial agency.

4.6.3 A City Inmate may be terminated from a Community Corrections Program if: (a) the City municipal court or other judicial agency order the City Inmate terminated from the Program or otherwise amends its earlier order; (b) the County determines, in its sole discretion, that the City Inmate is no longer eligible for the Program, in which case the County will provide notice of such to the City and/or the City's municipal court or other judicial or law enforcement agency within twenty-four (24) hours of the termination. Upon termination from a Program, a City Inmate already in the custody of the County shall be confined in the Jail to serve the remainder of his or her term of confinement. If the City Inmate is not yet in the County's custody at termination, he or she will be the immediate responsibility of the City for all purposes, including, but not limited to, the duty to apprehend.

4.7 Administrative Booking. Upon request by the arresting officer or the City's Administrator and when not otherwise prohibited by statute, court rule or court order, the County shall administratively book and immediately release a City Inmate. The County further reserves the right to administratively book and immediately release a City Inmate when, in the sole discretion of the County's Administrator, the County is unable to accept the City's Inmate for housing and when such action is not otherwise prohibited by statute, court rule or court order.

**5. Conditions of Acceptance of City Inmates.** The County shall provide Services to the City subject to the conditions set forth in this Section 5. Should the County, in its sole discretion, decline to accept or retain custody of a City Inmate for any of the reasons identified in this Section 5, the County shall notify the arresting officer in person or the City's judicial or law enforcement agency of the non-acceptance and the reason for the non-acceptance. Notification

may be made immediately to the arresting officer in person but in any case will be provided no later than 5:00 p.m. the next business day as follows:

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Acceptance of a City Inmate into the Jail shall be conditioned upon the following:

5.1 Obligation to Abide by Policies and Procedures. The City, its officers, employees and agents shall follow all Jail policies and procedures.

5.2 Documentation for Legal Basis for Confinement. Absent proper documentation providing a legal basis for confining the City Inmate, the County will have no obligation to receive the City Inmate into custody. Proper documentation for purposes of this section means an arrest warrant, judicial Order of Commitment, other order of a court of competent jurisdiction, or a properly completed Notice of Arrest.

5.3 Health Care Clearance. The County will have no obligation to receive into custody or retain custody of a City Inmate absent a determination, on an ongoing basis, by Jail staff that the City Inmate (a) is medically and psychiatrically able to be housed in the Jail, and (b) does not need medical and/or psychiatric attention that would require treatment at a hospital or other type of health care facility. At all times, the County’s Administrator shall have final authority to determine whether a City Inmate is medically and/or psychiatrically fit for Jail.

5.4 Population Limits. The County shall have the right to return City Inmates to City custody if the Jail reaches the maximum allowable population level (the “MAPL”). The MAPL refers to the greatest number of inmates that can be held in the Jail in a safe, secure, and humane manner. The Snohomish County Sheriff or his or her designee shall determine, in his or her sole discretion, the MAPL. Every effort will be made to manage the MAPL, including booking restrictions. In the event that the MAPL is reached and the County determines that inmates must be removed from the Jail, priority for removal shall be as follows:

- (a) Inmates from out-of-county jurisdictions in reverse order from the date of execution of the respective jurisdictions’ interlocal agreements with the County; then
- (b) Inmates from in-county jurisdictions, including the City, in reverse order from the date of execution of the respective jurisdictions’ interlocal agreements with the County; then
- (c) Inmates confined on Snohomish County charges or commitments.

The County’s Administrator shall have final authority on MAPL reduction measures, and in the event the County determines that City Inmates shall be removed from the Jail according to this priority schedule, the County will provide the City fourteen (14) days’ notice to remove City

Inmates.

5.5 Earned Early Release. The County will release City Inmates in accordance with Chapter 9.94A RCW.

**6. Payment by City.**

6.1 Proportional Billing. The County employs proportional billing practices when invoicing jurisdictions for Services. Attached hereto as Exhibit A and incorporated herein by this reference is an explanation of the County's proportional billing practices. Commensurate with these practices, the City shall be invoiced only its proportionate share of the applicable Fees and Costs, as defined in Section 6.2 below, for a City Inmate under either of the following circumstances:

6.1.1 The City Inmate (a) Is being held on criminal misdemeanor or gross misdemeanor charge(s) (whether or not formally arraigned) or on a warrant or court order issued by the City's municipal court, (b) Is not being held on any active County felony charge, and (c) Cannot be removed by a Federal agency without regard to local charges; OR

6.1.2 The City Inmate is being held (a) On criminal misdemeanor or gross misdemeanor charge(s) (whether or not formally arraigned) or on a warrant or court order issued by the City's municipal court, and (b) By the State of Washington for violation of the Offender Accountability Act, and the City has declined to transfer custody to the State of Washington.

**6.2 Fees and Costs.**

6.2.1 The County shall invoice the City a "Booking Fee" for each City Inmate for whom the County provides Services. For purposes of this Agreement, "Booking" means the act of registering, screening, and examining inmates for confinement in the Jail; Administrative Booking pursuant to Section 4.7; inventorying and safekeeping inmates' personal property; maintaining all computerized records of arrest; performing warrant checks; and all other activities associated with processing an inmate for confinement. As of the Effective Date, the current Booking Fee is as follows:

<b>2014 Booking Fee</b>
\$95.94

Subject to any adjustments consistent with Section 6.2.3 below, the Booking Fee beginning January 1, 2015, shall increase as follows:

<b>2015 Booking Fee</b>
\$115.00

Further or additional increases in the Booking Fee beginning January 1, 2016, and each year thereafter shall be calculated pursuant to Section 6.2.3.

6.2.2 The County shall invoice the City a per calendar day “Daily Maintenance Fee” for each City Inmate for whom the County provides Services. For 2014, the Daily Maintenance Fee for all City Inmates is as follows:

<b>2014 Daily Maintenance Fee</b>
\$66.63

Beginning January 1, 2015, the Daily Maintenance Fee shall be calculated based on the housing assignment of the City Inmate as determined by Jail staff pursuant to Jail policies and procedures. Except as where otherwise provided in this Agreement, the housing assignment of a City Inmate is subject to change at any time without notice to the City. Subject to any adjustments consistent with Section 6.2.3 below, the Daily Maintenance Fee for 2015 through 2017 shall be calculated as follows:

<b>Housing Assignment</b>	<b>2015 Daily Maintenance Fee</b>	<b>2016 Daily Maintenance Fee</b>	<b>2017 Daily Maintenance Fee</b>
General Population	\$84.00	\$88.50	\$93.50
Medical and Specialty	\$132.50	\$140.00	\$147.25
Mental Health	\$201.00	\$212.00	\$223.25
Work Release/Work Crew	\$50.00	\$55.00	\$60.00
Electronic Home Detention	\$22.00	\$27.00	\$32.00

Should the parties renew this Agreement beyond December 31, 2017, additional annual increases shall be calculated pursuant to Section 6.2.3.

6.2.3 The Booking Fee and Daily Maintenance Fee shall increase on January 1 of each calendar year during the term of this Agreement by a rate equal to ninety percent (90%) of the Bureau of Labor Statistics Consumer Price Index (Urban Wage Earners) for the Seattle-Tacoma-Bremerton area, measured from June of the prior year to June of the current year, PROVIDED, HOWEVER, that in no event shall the increase be greater than three percent (3%) per calendar year. The County shall provide the City notice of the Booking Fee and Daily Maintenance Fee increases by August 1 of each year.

6.2.3 The County shall invoice the City for all costs incurred for necessary medical, dental, or mental health services to City Inmates, including, but not limited to, all medication, durable medical equipment, ambulance fees, and medical, dental, and mental health services provided outside the Jail (the “Medical Costs”). The Medical Costs do not include routine medical examinations, tests, procedures performed at the Jail by Jail staff or contractors. In addition, the Medical Costs do not include expenses not covered by the City Inmate’s health insurance and/or public assistance for injuries suffered while in the custody of the County. The County will credit amounts

received from the City Inmate's own health insurance and applicable public assistance before billing the City.

6.2.4 The County shall invoice the City a "Video Court Fee" for each scheduled hour of Video Court time. As of the Effective Date, the current Video Court Fee per hour is as follows:

<b>Video Court Fee</b>
\$115.50

The County may increase the Video Court Fee upon thirty (30) days' notice to the City.

6.3 Invoicing and Payment. The City shall remain liable for complete and timely payment of all amounts invoiced. Invoices may be sent monthly, quarterly or on any other schedule that is mutually convenient to the parties. Where complete payment is not tendered within thirty (30) days of the invoice date, the County may charge interest on the outstanding balance at a rate equal to the interest rate on the monthly County investment earnings. Should the City wish to dispute the amount of a particular invoice, it will (a) make complete and timely payment on the outstanding balance, and (b) deliver written notice of the dispute to the County within thirty (30) days of the invoice date. Failure to properly notify the County of any disputed amounts within thirty (30) days of the invoice shall constitute an acceptance by the City of all charges contained therein. Within fifteen (15) days of timely receipt of payment and the City's written notice of dispute, the County shall review the disputed invoice. Should the County resolve the dispute in favor of the City, the disputed amounts will be credited towards the City's next billing cycle, PROVIDED, HOWEVER, that upon termination of this Agreement, the County shall pay out to the City any such credited amounts. Withholding payment of any amount billed, regardless of whether the City has provided timely written notice of a disputed invoice, will constitute a default under Section 11 of this Agreement.

6.4 Records. Each party may examine the other party's books and records to verify charges. The County shall maintain accurate time and accounting records related to the Services for a period of three (3) years following final payment.

## **7. Indemnification/Hold Harmless.**

7.1 City Held Harmless. The County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the County, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this agreement. In the event that any such suit based upon such a claim, action, loss, or damages is brought against the City, the County shall defend the same at its sole cost and expense; provided that the City reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the City, and its officers, agents, and employees, or any of them, or jointly against the City and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

7.2 County Held Harmless. The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this agreement. In the event that any suit based upon such a claim, action, loss, or damages is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.

7.3 Waiver Under Washington Industrial Insurance Act. The foregoing indemnity is specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Chapter 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

8. **Liability Related to City Ordinances, Policies, Rules and Regulations.** In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

9. **Insurance.** Each Party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and /or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self insurance shall not limit the liability of the indemnifying part to the indemnified party(s). Each Party shall provide the other with a certificate of insurance or letter of self-insurance annually as the case may be.

10. **Compliance with Laws.** In the performance of its obligations under this Agreement, each party shall comply with all applicable federal, state, and local laws, rules and regulations.

11. **Default and Remedies.**

11.1 Default. If either the County or the City fails to perform any act or obligation required to be performed by it hereunder, the other party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have fifteen (15) days

after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default (“Default”) under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said fifteen (15) day period, then the non-performing party shall not be in Default if it commences cure within said fifteen (15) day period and thereafter diligently pursues cure to completion.

11.2 Remedies. In the event of a party’s Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 11.1 above, the non-Defaulting party shall have the right to exercise any or all rights and remedies available to it in law or equity. In addition, if the City fails to make payment on an outstanding invoice within the time to cure and the City has not disputed the invoice as provided in Section 6.3, the City shall have no further right under this Agreement to deliver custody to or otherwise house City Inmates at the Jail and shall, at the County’s request, remove all City Inmates from the Jail within fourteen (14) days of notice to do so. Thereafter, the County may, in its sole discretion, accept City Inmates to the Jail if all outstanding invoices are paid.

## 12. Early Termination.

12.1 Termination by the County. Except as provided in Section 12.3 below, the County may terminate this Agreement at any time, with or without cause, upon not less than ninety (90) days advance written notice to the City. The termination notice shall specify the date on which the Agreement shall terminate.

12.2 Termination by the City. The City may terminate this Agreement at any time, with or without cause, upon not less than ninety (90) days advance written notice to the County and the Washington State Office of Financial Management. The termination notice shall specify the date on which the Agreement shall terminate, the grounds for termination, and the specific plans for accommodating the affected jail population.

12.3 Lack of Funding. This Agreement is contingent upon governmental funding and local legislative appropriations. In the event that funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this Agreement, this Agreement may be terminated by the County immediately by delivering written notice to the City. The termination notice shall specify the date on which the Agreement shall terminate.

12.4 Calculation of Costs Due Upon Early Termination. Upon early termination of this Agreement as provided in this Section 12, the City shall pay the County for all Services performed up to the date of termination. The County shall notify the City within thirty (30) days of the date of termination of all remaining costs. No payment shall be made by the City for any expense incurred or Services performed following the effective date of termination unless authorized in writing by the City.

13. Dispute Resolution. In the event differences between the Parties should arise over the terms and conditions of this Agreement, the Parties shall use their best efforts to resolve those differences through their Administrators on an informal basis. If those differences cannot be resolved informally, the matter shall be referred for mediation to a mediator mutually selected

by the Parties. If mediation is not successful, either of the Parties may institute legal action for specific performance of this Agreement or for damages. The prevailing party in any legal action shall be entitled to a reasonable attorneys' fee and court costs.

**14. Notices.** All notices required to be given by any party to the other party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 3 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

**15. Miscellaneous.**

15.1 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the party against whom such modification is sought to be enforced.

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

15.3 Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

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

15.5 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other

persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

15.6 No Waiver. A party's forbearance or delay in exercising any right or remedy with respect to a Default by the other party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either party of any particular Default constitute a waiver of any other Default or any similar future Default.

15.7 No Assignment. This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

15.8 Warranty of Authority. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

15.9 Independent Contractor. The County will perform all Services under this Agreement as an independent contractor and not as an agent, employee, or servant of the City. The County shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the County and not the City. The County has the express right to direct and control the County's activities in providing the Services in accordance with the specifications set out in this Agreement. The City shall only have the right to ensure performance.

15.10 No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.

15.11 No Separate Entity Necessary. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

15.12 Ownership of Property. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with its performance under this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

15.13 No Third Party Beneficiaries. This Agreement and each and every provision hereof is for the sole benefit of the City and the County. No other persons or parties shall be deemed to have any rights in, under or to this Agreement.

15.14 Force Majeure. In the event either party's performance of any of the provisions of this Agreement become impossible due to circumstances beyond that party's control, including without limitation, force majeure, strikes, embargoes, shortages of labor or materials, governmental regulations, acts of God, war or other strife, that party will be excused

from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.

15.15 Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**COUNTY:**

**CITY:**

Snohomish County, a political subdivision of the State of Washington

City of Marysville, a Washington municipal corporation

By \_\_\_\_\_  
Name: John Lovick  
Title: County Executive

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Approved as to Form:**

**Approved as to Form:**

\_\_\_\_\_  
Deputy Prosecuting Attorney

\_\_\_\_\_  
City Attorney

**Approved as to Indemnification and Insurance:**

\_\_\_\_\_  
Risk Management

*[The remainder of this page is intentionally left blank.]*

## EXHIBIT A

### Proportionate Billing

The County uses a proportional billing process to calculate fees and charges for each inmate. As a result, if multiple jurisdictions have an open charge on an individual inmate, the jurisdictions will each share equally the fees and costs as long as an open charge persists for that jurisdiction. When a contracting jurisdiction's charge is closed, that jurisdiction drops from the proportional billing process, and the proportional billing is recalculated without that jurisdiction.

Each day the County shall examine the open charges for each active booking and apply uniform rules for determining billable charges and identifying the billable jurisdiction.

The procedure employed by the County for determining the billable charges and responsible jurisdictions is outlined below and references the County's internal billing system. The procedure continues in sequence through the outlined series of steps only so far as needed to isolate a billable charge and determine the jurisdiction responsible for payment.

1. Select "All Felony Charges."
  - a. If there is more than one felony charge or if there is one felony charge and a Washington State Department of Corrections (the "DOC") hold, go to Step 2.
  - b. If there is one felony charge but no DOC hold, do not invoice.
  - c. If there are no felony charges, go to Step 3.
  
2. Select "Arresting Agency DOC-Parole-Olympia."
  - a. If there are no other arresting agency charges and all felony charges are with DOC, invoice DOC.
  - b. If there is a DOC hold and additional local charges (that is, charges from jurisdictions that have an interlocal agreement for jail services with the County), do not invoice.
  - c. If there is a DOC hold and non-local additional charges (that is, charges from jurisdictions that do not have an interlocal agreement for jail services with the County), invoice DOC.
  
3. Select "All Misdemeanor Charges."
  - a. If there is only one misdemeanor charge, invoice the charging jurisdiction.
  - b. If there is more than one misdemeanor charge from more than one jurisdiction, invoice each jurisdiction in equal shares. If a jurisdiction has multiple open misdemeanor charges, the jurisdiction is only invoiced as one element of the proportional billing process. Snohomish County shall be invoiced its proportional share where applicable.

**Example: If City A has one open misdemeanor and City B has two open misdemeanor charges, all at the same time, each city is billed for fifty percent (50%) of the Fees and Costs for that inmate.**

4. Drop jurisdictions with closed charges.

**Example: City X has one open misdemeanor charge, and City Y has one open misdemeanor charge. City Y's charge is closed. City X is billed for one hundred percent (100%) of the Fees and Costs for that inmate from then on.**

# *Index #9*

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: December 12, 2016**

<b>AGENDA ITEM:</b> Professional Services Agreement with Billing Document Specialists (Subsidiary of Valli Information Systems) (“BDS”).	
<b>PREPARED BY:</b> John Nield, Financial Operations Manager	<b>DIRECTOR APPROVAL:</b>
<b>DEPARTMENT:</b> Utility Billing	
<b>ATTACHMENTS:</b> 1. Comparison of the Proposals 2. Professional Services Agreement 3. Request for Proposal	
<b>BUDGET CODE:</b> 00143523.541000 100%	<b>AMOUNT:</b> 204,000

**SUMMARY:**

Staff is requesting authorization to enter into a Sixty Month Professional Services Agreement with Valli Information Systems’ subsidiary Billing Document Specialists (BDS) to provide Online Bill Services and Customer Payment Services for the City of Marysville Utility Customers.

The City did a Request for Proposal in which 13 providers were contacted who provided online bill presentation and may offer payment services.

Of the 13 providers, the City received 5 responses to the RFP in which companies submitted proposals. A summary of the 5 providers and the expected costs associated with each is included.

BDS will provide customers the ability to view their bills online, create an account to pay their bill and offers a variety of payment options. BDS offer combined services of bill viewing online and for payments done online or over the phone, at a lower rate than our current provider. Because BDS offers both services, having one point of contact is critical to resolving issues, taking care of emergencies and coordination of changes, with ease of testing. Communication is not dependant of two different providers if using bill viewing online services with one provider and another provider for bill payment services.

BDS provides services to multiple companies throughout the United States from as far away as Florida and Georgia to Bonney Lake in Washington State.

Based on estimated Activity Annualized, the yearly cost of using BDS services is \$204,000.00, the current provider’s yearly cost estimate for the same service is \$216,000.00, a savings to the City of \$12,000 per year.

**RECOMMENDED ACTION:** Staff recommends that Council Authorize the Mayor to sign the Professional Services Agreement between the City of Marysville and Valli Information Systems subsidiary Billing Documents Specialist.

Online Bill Presentation and Payment Vendors Vendors:					
Costs / Invoice Sample	Vendors				
	PAYMENTUS	BDS	TYLER TECHNOLOGIES	MYONLINE BILL	INVOICE CLOUD
Total Software Costs	0.00	10.00	0.00	850.00	110.00
<b>Total Cost of Service</b>	<b>7,986.15</b>	<b>1,370.00</b>	<b>0.00</b>	<b>1,543.10</b>	<b>5,176.25</b>
<b>Total Cost of Notifications</b>	<b>3,448.000</b>	<b>6,560.000</b>	<b>0.000</b>	<b>1,870.000</b>	<b>11,200.000</b>
<b>Total Cost of Payment Processing</b>	<b>6,588.00</b>	<b>8,536.27</b>	<b>0.00</b>	<b>0.00</b>	<b>3,187.50</b>
<b>Total Cost of Annual Fees</b>	<b>0.00</b>	<b>0.00</b>	<b>24,160.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Total Cost One Time Fee</b>	<b>0.00</b>	<b>850.00</b>	<b>55,200.00</b>	<b>18,000.00</b>	<b>9,500.00</b>
Estimated Monthly Bill	18,022.15	16,476.27	0.00	4,263.10	19,673.75
<b>Total Fees on a Monthly Basis</b>	<b>0.00</b>	<b>14.17</b>	<b>2,933.33</b>	<b>300.00</b>	<b>158.33</b>
Monthly Fees estimated for needed services					
<b>Total Monthly Estimated Fees</b>	<b>0.00</b>	<b>0.00</b>	<b>18,500.00</b>	<b>16,000.00</b>	<b>16,000.00</b>
<b>Total Monthly Bill when all Fees are added</b>	<b>18,022.15</b>	<b>16,490.44</b>	<b>21,433.33</b>	<b>20,563.10</b>	<b>35,832.08</b>

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND BILLING DOCUMENT SPECIALISTS FOR ONLINE BILL  
PRESENTMENT AND FOR ONLINE AND PHONE PAYMENT  
PROVIDER**

**THIS AGREEMENT** (“Agreement”) is made and entered into this 13 day of December, 2016, by and between the City of Marysville, a Washington State municipal corporation (“City”), and Billing Document Specialists, a division of Valli Information Systems, an Idaho Privately Held Corporation, organized under the laws of the state of Idaho, located and doing business at 915 Main Street, Suite 1000 Caldwell, ID 83605 (“Consultant”).

In consideration of the terms, conditions, covenants, and performances contained herein, the parties hereto agree as follows:

- 1. SCOPE OF SERVICES.** The Consultant shall provide the work and services described in the attached Exhibit A, incorporated herein by this reference (the “Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.
- 2. TERM.** The term of this Agreement shall commence on March 1, 2017 and shall terminate at midnight on February 28, 2022. The parties may extend the term of this Agreement by executing a written supplemental amendment.
- 3. COMPENSATION.** The Consultant shall be paid by the City for Services rendered under this Agreement as described in Exhibit A and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed [Project Amount i.e. Twenty-Five Thousand Dollars] (**[\$Enter Amount]**) within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City. Such payment shall be full compensation for the Services and for all labor, materials, supplies, equipment, incidentals, and any other expenses necessary for completion.

The Consultant shall submit a monthly invoice to the City for Services performed in the previous calendar month in a format acceptable to the City. The Consultant shall maintain time and expense records and provide them to the City upon request.

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

#### 4. CONSULTANT'S OBLIGATIONS.

**4.1 MINOR CHANGES IN SCOPE.** The Consultant agrees to accept minor changes, amendments, or revisions to the scope of the Services, as may be required by the City, when such changes, amendments, or revisions will not have any impact on the cost of the Services or the proposed delivery schedule.

**4.2 ADDITIONAL WORK.** The City may desire to have the Consultant perform additional work or services which are not identified in the scope of the Services. If the parties agree to the performance of additional work or services, the parties will execute a written supplemental amendment detailing the additional work or services and compensation therefore. In no event will the Consultant be compensated for preparing proposals for additional work or services. In no event shall the Consultant begin work contemplated under a supplemental amendment until the supplemental amendment is fully executed by the parties.

**4.3 WORK PRODUCT AND DOCUMENTS.** The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the Services shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the Services, the work product, and all documents produced under this Agreement, even though the Services have been accepted by the City.

In the event that the Consultant defaults on this Agreement or in the event that this Agreement is terminated prior to the completion of the Services or the time for completion, all work product and all documents and other materials produced under this Agreement, along with a summary of work as of the date of default or termination, shall become the property of the City. The summary of Services provided shall be prepared at no additional cost to the City. Upon request, the Consultant shall tender the work product, all documents, and the summary to the City within five (5) business days. Tender of said work product shall be a prerequisite to final payment under this Agreement.

The Consultant will not be held liable for reuse of work product or documents produced under this Agreement or modification of the work product or documents for any purpose other than those identified in this Agreement without the written authorization of the Consultant.

**4.4 PUBLIC RECORDS ACT.** Consultant acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "PRA"). All records owned, used, or retained by the City are public records subject to disclosure unless exempt under the PRA, whether or not the records are in the possession or control of the City or Consultant. All exemptions to the PRA are narrowly construed.

a. **Confidential Information.** Any records provided to the City by the Consultant which contain information that the Consultant in good faith believes is not

subject to disclosure under the PRA shall be marked “Confidential” and shall identify the specific information that the Consultant in good faith believes is not subject to disclosure under the PRA and a citation to the statutory basis for non-disclosure.

b. **Responding to Public Records Requests.** The City shall exercise its sole legal judgment in responding to public records requests.

- (1) The City may rely upon the lack of notification from the Consultant in releasing any records that are not marked “Confidential.”
- (2) If records identified as “Confidential” by the Consultant are responsive to a PRA request, the City will seek to provide notice to Consultant at least ten (10) business days before the date on which the City anticipates releasing records. The City is under no obligation to assert any applicable exemption on behalf of the Consultant. The Consultant may seek, at its sole cost, an injunction preventing the release of information which it believes is protected. In no event will the City have any liability to Consultant for any failure of the City to provide notice prior to release.
- (3) If the City, in its sole legal judgment, believes that the Consultant possesses records that (1) are responsive to a PRA request and (2) were used by the City, the City will request the records from the Consultant. The Consultant will, within ten (10) business days:
  - i. Provide the records to the City in the manner requested by the City;
  - ii. Obtain a court injunction, in a lawsuit involving the requester, covering all, or any confidential portion of, the records and provide any records not subject to the court injunction; or
  - iii. Provide an affidavit, in a form acceptable to the City Attorney, specifying that the Consultant has made a diligent search and did not locate any requested documents.

c. **Indemnification.** In addition to its other indemnification and defense obligations under this Agreement, the Consultant shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorneys fees and litigation expenses), suits, judgments, or damages (collectively “Damages”) arising from or relating to any request for records related to this Agreement, to the extent such Damages are caused by action or inaction of the Consultant. This indemnification and defense obligation shall survive the expiration or termination of this Agreement.

**4.5 MAINTENANCE/INSPECTION OF RECORDS.** The Consultant shall maintain all books, records, documents, and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All

such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts, and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

#### **4.6 INDEMNITY.**

a. **Indemnification and Hold Harmless.** The Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or resulting from the acts, errors, or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

c. The provisions of this Section 4.6 shall survive the expiration or termination of this Agreement.

d. The Consultant hereby knowingly, intentionally, and voluntarily waives the immunity of the Industrial Insurance Act, Title 51 RCW, solely for the purposes of the indemnity contained in subpart "a" of this Section 4.6. This waiver has been mutually negotiated by the parties.

\_\_\_\_\_(initials) \_\_\_\_\_(initials)

#### **4.7 INSURANCE.**

a. **Insurance Term.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Services hereunder by the Consultant, its agents, representatives, or employees.

b. **No Limitation.** Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available

at law or in equity.

c. **Minimum Scope of Insurance.** Consultant shall obtain insurance of the types and coverage described below:

- (1) Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
- (2) Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the Services performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
- (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4) Professional Liability insurance appropriate to the Consultant's profession.

d. **Minimum Amounts of Insurance.** Consultant shall maintain the following insurance limits:

- (1) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- (2) Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- (3) Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

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

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

g. **Verification of Coverage.** The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance

requirements of the Consultant before commencement of the Services.

h. **Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation within two business days of the Consultant's receipt of such notice.

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

j. **Insurance to be Occurrence Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy.

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

**4.8 LEGAL RELATIONS.** The Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the Services to be performed under this Agreement. The Consultant represents that it and all employees assigned to perform any of the Services under this Agreement are in full compliance with the statutes of the State of Washington governing the Services and that all personnel to be assigned to the Services are fully qualified and properly licensed to perform the work to which they will be assigned.

**4.9 INDEPENDENT CONTRACTOR.**

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants, and agrees that the Consultant's status as an independent contractor in the performance of the Services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the Services required under this Agreement. The Consultant shall not make

a claim of City employment and shall not claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work to the Services that the Consultant performs under this Agreement.

d. Prior to commencement of Services, the Consultant shall obtain a business license from the City.

#### **4.10 EMPLOYMENT.**

a. The term “employee” or “employees” as used herein shall mean any officers, agents, or employee of the Consultant.

b. Any and all employees of the Consultant, while performing any Services under this Agreement, shall be considered employees of the Consultant only and not of the City. The Consultant shall be solely liable for: (1) and any and all claims that may or might arise under the Workman’s Compensation Act, Title 51 RCW, on behalf of any said employees while performing any Services under this Agreement, and (2) any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while performing any Services under this Agreement.

c. The Consultant represents, unless otherwise indicated below, that all employees of the Consultant that will perform any Services under this Agreement have never been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please use initials to indicate No or Yes below.)*

\_\_\_\_\_ No, employees performing the Services have never been retired from a Washington state retirement system.

\_\_\_\_\_ Yes, employees performing the Services have been retired from a Washington state retirement system.

In the event the Consultant checks “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, the Consultant hereby agrees to save, indemnify, defend and hold the City harmless from and against all expenses and costs, including reasonable attorney fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event the Consultant checks “yes” and affirms that an employee providing work has ever retired from a Washington State retirement system, every said employee shall be identified by the Consultant and such retirees shall provide the City with all information required by the City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

**4.11 NONASSIGNABLE.** Except as provided in Exhibit B, the Services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

**4.12 SUBCONTRACTORS AND SUBCONSULTANTS.**

a. The Consultant is responsible for all work or services performed by subcontractors or subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors or subconsultants the Consultant directly hires meet the responsibility criteria for the Services. Verification that a subcontractor or subconsultant has proper license and bonding, if required by statute, must be included in the verification process. If the parties anticipate the use of subcontractors or subconsultants, the subcontractors or subconsultants are set forth in Exhibit B.

c. The Consultant may not substitute or add subcontractors or subconsultants without the written approval of the City.

d. All subcontractors or subconsultants shall have the same insurance coverage and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

**4.13 CONFLICTS OF INTEREST.** The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant’s client base and shall obtain written permission from the City prior to providing services to third parties when a conflict or potential conflict of interest exists. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

**4.14 CITY CONFIDENCES.** The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate, or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or the Services provided to the City.

**4.15 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION.** The Consultant agrees to comply with equal opportunity employment and not to discriminate against any client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age, or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training; or rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth its nondiscrimination obligations. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

**4.16 UNFAIR EMPLOYMENT PRACTICES.** During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

**5. CITY APPROVAL REQUIRED.** Notwithstanding the Consultant's status as an independent contractor, the Services performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if the Services have been completed in compliance with the Scope of Services and City requirements.

**6. GENERAL TERMS.**

**6.1 NOTICES.** Receipt of any notice shall be deemed effective three (3) calendar days after deposit of written notice in the U.S. mail with proper postage and address.

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

**CITY OF MARYSVILLE**

Jan Berg

City of Marysville

1049 State Avenue

Marysville, WA 98270

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

**BILLING DOCUMENT SPECIALISTS**

Patricia Azbill, Project Development  
915 Main Street, Suite 1000  
Caldwell, ID 83605

**6.2 TERMINATION.** The City may terminate this Agreement in whole or in part at any time by sending written notice to the Consultant. As per Section 6.1, the Consultant is deemed to have received the termination notice three (3) calendar days after deposit of the termination notice in the U.S. mail with proper postage and address. The termination notice is deemed effective seven (7) calendar days after it is deemed received by the Consultant.

If this Agreement is terminated by the City for its convenience, the City shall pay the Consultant for satisfactory Services performed through the date on which the termination is deemed effective in accordance with payment provisions of Section 3, unless otherwise specified in the termination notice. If the termination notice provides that the Consultant will not be compensated for Services performed after the termination notice is received, the City will have the discretion to reject payment for any Services performed after the date the termination notice is deemed received.

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

**6.4 EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with exhibits, attachments, and addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by a written supplemental amendment properly signed by both parties.

**6.5 SEVERABILITY.**

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

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

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

**6.7 FAIR MEANING.** The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

**6.8 GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

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

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

**6.11 AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth herein.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CITY OF MARYSVILLE

Valli Information Systems

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

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

Jon Nehring, Mayor

Bob Jenkins

Its: President

Attested/Authenticated:

\_\_\_\_\_  
April O'Brien, Deputy City Clerk

Approved as to form:

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

# EXHIBIT A



915 Main Street, Suite 1000 Caldwell, Idaho 83605  
800.627.3283 • f 208.459.3680 • www.billingdoc.com

City of Marysville

1049 State Avenue

Marysville, Washington 98270-4234

RE: RFP Online Bill Presentation, Online Bill Pay and Phone Payment Line plus Email, Text and Phone Call Notifications

Dear RFP Decision Committee,

Billing Document Specialists (BDS) would like to thank you for the opportunity to present our services and pricing for the above RFP. BDS has thoroughly read, and understands all aspects of the scope of work for this RFP. BDS further agrees to execute all terms of this contract if awarded.

With over 30 years of experience, BDS is always focused on providing better ways of reducing the cost of and improve services to City agencies. We encourage the City of Marysville to review our submission to see how BDS can provide an entire solution to ultimately save time and money. We are the true "One Stop Shop" to provide payment services. Because all of our services are "in house" you will have complete accountability with a level of service that is unsurpassed in the industry.

All of the pricing is attached and BDS will be happy to go through it and answer any questions you may have. We look forward to working with you.

Sincerely,

*Patricia Agbill*

Sales and Marketing

Billing Document Specialists, Inc.

To Whom It May Concern:

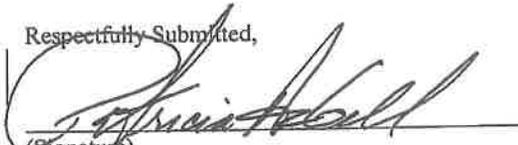
The following proposal is made for furnishing the materials and/or services for the City of Marysville, Office of the City Clerk.

The undersigned declares that the amount and nature of the materials/services to be furnished is understood and that the nature of this proposal is in strict accordance with the conditions set forth and is a part of this proposal, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the proposals are received.

The undersigned, in submitting this proposal, represents that they are an equal opportunity employer, and will not discriminate with regard to race, religion, color, national origin, age and sex in the performance of this contract, if awarded.

The undersigned hereby proposes to furnish their goods and services F.O.B. City of Marysville, at the unit prices quoted herein after notice of proposal award.

Respectfully Submitted,

  
(Signature)

7-27-2016  
(Date)

Patricia Azbill Corp Sect.  
(Print Name) (Title)

Valli Information Systems Inc. DBA Billing Documents Specialists  
(Company Name)

915 Main Street, suite 1000, Caldwell, ID 83605  
(Mailing Address) (Street) (City) (State) (Zip)

208-459-3611 208-459-3680  
(Phone Number) (Fax Number)

# EXHIBIT A

Specifications

Billing Documents Specialist Response

Category                      Item #    Description  
 UTILITY BILLING

## VENDOR QUESTIONNAIRE

CATEGORY	ITEM #	QUESTIONS	ANSWERS
<b>QUESTIONNAIRE</b>			
General Company Info	1	Provide location of where business functions are located.	915 Main Street, Caldwell, ID
General Company Info	2	Describe your company—sole proprietorship, partnership, corporation, etc.	Corporation
General Company Info	3	Do you have any restrictions on the number of transactions made on a daily basis?	None unless the Clients request a limit or dollar amount
General Company Info	4	The Vendor will need to include a detailed description of the vendor's disaster recovery plan. The City will need to know what to expect and when in the event of a failure on the part of the vendor.	See Attached Disaster Recovery Plan
General Company Info	5	Can vendor power up and continue to run operations even with out power from the electric company grid.	No, but we can transfer our operations to one of two other physical locations, in New Mexico or Alaska, see disaster recovery plan for details
General Company Info	6	Vendor will provide total years experience using Munis UBCIS software if applicable and the number of customers currently using the software	BDS has printed & Mailed the bills and provided lockbox services for the City of Marysville since 2014. We provide similar services to other Cities using Munis UBCIS, other vendor software packages and custom software for over 25 years
General Company Info	7	Provide a minimum list of Five (5) companies or governmental agencies that currently utilize your services in a similar manner. Preferably governmental agencies.	See attached Reference list
General Company Info	8	Is the vendor's primary business function online and phone payment processing or is it online bill presentation services or both?	Both, BDS has been providing printing & Mailing services for cities for over 25 years, added payment and online bill presentation services in 2005
General Company Info	9	For payment processing, is that service subcontracted? And any fees associated with processing payments, are they billed by the Vendor or a 3rd party?	Merchant fees are billed by the Merchant processor, for this RFP, Gravity Payments would be the merchant processor, see attached Gravity proposal.
Implementation	10	Describe your implementation process and plan. Including mobile apps for Android, Apple and Windows applications.	Once the merchant gateway has been established, BDS will supply a url link to be "posted" to the City's web site. The web address can be accessed by any device that can access the web, the "page" is scaled to be user friendly See detailed Plan Implementation process
Implementation	11	Specify what would be a standard set up time for implementation.	4 to 6 weeks to complete customization of payment site to meet specifications, depending of response time from the city of approval including the 2 to 3 weeks to set API to merchant processor gateway and final testing to go live.
Performance	12	If a data file is provided by 11:59PM., provide a time when the updated customer balances and bill print presentation would be updated?	Upon receipt of update balance files the data file is automatically processed and new balances are available online within in a few minutes. BDS already has pdf images of all bills that we print & Mail, they would be available as soon as the print files have been approved, and archived for 24 months by account.
Performance	13	Detail the process and requirements for special inserts or selective insertions to be displayed online?	BDS already has special inserts pdf images attached to the selective or all pdf images of the bills printed & mailed.
Performance	14	Will vendor provide a dedicated staff member to Marysville's account that will be available when needed to discuss an issue?	BDS has a customer service Team, that will be available to discuss any issues, all communications are cc to the team so that they are aware of any existing problems and ready to respond to any questions either by phone or email.
Performance	15	The vendor must provide a link to the payment web site that will be posted and used on the City Website, any updates should not change the link, what is the process to ensure the web site link will remain the same?	BDS provides the URL link to the City, but retains the control of the screen pages, any changes must be approved by the city. The city can also request special messages or notices to be displayed on the log in screen by email to the Csteam.

# EXHIBIT A

Performance	16	Vendor will need to provide a Toll Free number, in which the City will forward it's own phone pay line to.	For the IVR service a dedicated toll free number is provided to the city, the city can forward its own phone pay line to.
Performance	17	Payment Cut Off is 3pm daily, including weekend and holidays. How will the vendor provide the payment posting filing and at what time? Does the vendor have a reporting web site in which the City can download the files at 3:01pm or anytime after that?	BDS can set the merchant processor gateway to "batch" at any specified time, BDS would program the reporting to match that time frame. All reports are generated in real time, including the import file back to the city cash receipting. This file and reports can be accessed either on our BDS Admin site or we can program it to automatically upload to a SFTP for the City to auto pull and post.
Performance	18	Regardless of circumstances, all deadlines, processes and 1 business day requirements can be met by the vendor (including but not limited to vacations, illnesses, etc.)	BDS has total cross trained personnel to cover any emergencies, vacations etc. Payment services funding, if batched before 7 PM deposits will funds to bank next business day
Performance	19	Can the vendor provide an website dedicated to City Staff to be an administrator to view payments, cancel payments for the current cutoff period only(3pm previous day to 3pm today), download reports, view customer accounts, help customers walk through setting up an account, have the ability to initiate text, email and call notification, plus any other administrative duties necessary to fully utilize the vendor's product.	BDS will provide the City access to the secure BDS Admin site for city supervisor, & provide separate users access if requested with limited access for other staff members if requested. BDS will also setup City supervisor access to the Merchant Gateway with username and password for voids, refunds and backup reporting. The BDS Admin site, will have import files and reports by day, date range searches, list of all accounts signed up for e statements or auto payments. Account number search with min. of 24 month archives of bill pdf images history of all payments successful and those declined or not completed.
Performance	20	Provide a process to schedule auto phone calls, text and emails at 5pm on Friday nights with a predetermined message to notify potential customers of disconnection, along with the options for payment and deadline to make the payment by. City will provide a format for customer information, including name, phone number, cell number and email.	BDS currently has a proven outgoing autophone system for shut off notices with the ability to make credit card payments. This service generates a report by account of the status of the call, received, hung up, went to VM etc. We can add the text and emails to this, but it will take some additional development time. BDS does have texting and emails for the e bills but not currently for the shut off notice programming.
Performance	21	For customer authentication, the City uses a 12 digit account number and 1-8 digit Customer Information Number (CID), this authentication will need to be entered prior to any payment processing, can the Vendor provide this for both one time payments and customer login accounts?	BDS has the data base with all three validation numbers from the Print & Mail files we receive, Bill number, Customer number and Account number, we can use any or a combination of numbers for validation
Performance	22	Deposits of City Funds must be done electronically and within 1 business day of receipt, does the vendor have any requirements that prevent this process from occurring?	No problem if the end of processing day is closed at any time before 5 PM Pacific Time, the merchant processor can fund to the bank next business day.
Performance	23	Does your product provide customers the ability to reset their own password via email? And does the login requirements include security questions?	Yes there is a forgot password option on the login screen, a temp password will be send to the email provided in the original username setup. There is a security question required for any additional information. The customers can do a one time payment without setting up a username, we require two validations, account number and one other of client's choice. Normally the first 4 of the name as it appears on the bill, that takes them to an express payment screen where they can add additional accounts to pay, an select the amount to pay on each account, enter credit card data and submit.
Performance	24	What does your company invoice for, access to web bills, emails, text and calls? What about merchant charges for credit cards, debit cards and ach transactions from checking and savings accounts? The City qualifies for a lower credit card rate for Utility Services, do your fees take that into account when processing payments?	BDS has a monthly maintenance charge for payment services that covers all reporting, customer service, payment screen message changes etc. There is a per e bill email, and separate fee for auto phone calls etc. see price sheet
Performance	25	Does your company provided automatic emails and texts to customers when a new bill is ready? When a payment is made?	If the customer has requested e bill notification, an automatic email is generated as soon as the print file has been approved, for Payment services auto emails if successfully signed up for auto payment, when auto payment has been processed, when debit / credit card is expiring etc. In addition the Merchant account can be set to email the city confirmation of all payment etc.
Performance	26	Describe your customer service philosophy.	Customer service is our number 1 priority. Our cs team is well cross trained to handle all questions, and if they have to reach to programing to resolve a problem, follow up with the client is immediate and again as soon as there is an explanation or resolution.



915 Main Street, Suite 1000 Caldwell, Idaho 83605  
 800.627.3283 • f 208.459.3680 • www.billingdoc.com

securityMETRICS®



## Certificate of PCI DSS Merchant Compliance

### Payment Card Industry Data Security Standards Validation

Based on the information provided by the merchant listed below involving its security policies, procedures, and regulations, SecurityMetrics has found the merchant to be compliant with the Payment Card Industry Data Security Standards (PCI DSS), endorsed by Visa, MasterCard, American Express, Discover, and JCB card brands.

### Valli Information Systems, Inc.

Last Passing Scan Date: 17 Jun 2016

Self Assessment Questionnaire (SAQ D 3.2) Compliant Date: 23 Aug 2017

SecurityMetrics recognizes the merchant for its efforts to reduce credit card theft and fraud. By achieving PCI certification, this merchant is maintaining rigorous data security standards to ensure that its customer's credit card information remains safe and secure. In order to maintain PCI DSS compliance the merchant's self-assessment questionnaire must be passed every 12 months and any scans, if applicable, must be passed every 3 months.

[www.securitymetrics.com](http://www.securitymetrics.com)

[www.pcisecuritystandards.org](http://www.pcisecuritystandards.org)

Ian Taylor

Director of Security Fulfillment



Prepared By: Brad Hennessy  
 (866) 701-4700 ext:  
 8-Aug-16

## Consultative pricing review

Prepared especially for:  
**City of Marysville, WA**

### WE AT GRAVITY PAYMENTS ARE COMMITTED TO PROVIDING



**the best service**

Serving you is our top priority. That's why our customers are with us over **5 TIMES LONGER** than industry average.



**transparency**

No hidden fees or surprises. We want you to **understand** every detail of your statement.



**simplicity**

We can integrate quickly and **seamlessly** with your current point-of-sale system, or **recommend** new options.



**support**

We are here when you need us. 24 Hours a day. 7 Days a week.



Statement Fee	\$0.00
Chargeback Fee	\$25.00
<b>Interchange and Fees</b>	
Discount Rate	0.15%
Avg. Interchange	0.52%
Transaction Fee	\$0.10
Batch Fee	\$0.00

**Monthly Est. Cost: \$6,084.08**

*Projected fees are based on:*  
 Monthly V/MC volume of: \$848,937.00  
 Average ticket of: \$214.27

**"We strive to provide as much value to customers as possible, while charging them as little as possible, and still survive as a business."**

-Dan Price, CEO & Founder of Gravity Payments



[www.gravitypayments.com](http://www.gravitypayments.com)

Gravity Payments Merchant fees/ estimated invoice

Schedule of Fees	Estimated Monthly Count	Estimated Monthly Dollar Volume	Average Interchange Costs	Discount Rate	Transaction Fee	Merchant Fee Percentage	Total Fees Charged to City
<b>Online, Scheduled, Phone, and CSR made payments per month:</b>			0.0052	0.0015	0.1		
April Mastercard Debit	926	238,413	1239.75	357.62	92.60	0.71%	1689.97
April Mastercard Credit	331	85,221	443.15	127.83	33.10	0.71%	604.08
April Visa Debit	1,398	359,937	1871.67	539.91	139.80	0.71%	2551.38
April Visa Credit	1395	359,165	1867.66	538.75	139.50	0.71%	2545.91
April Discover	38	9,784	50.88	14.68	3.80	0.71%	69.35
April Savings Account	4	203	1.06	0.30	0.40	0.87%	1.76
April Checking Account	745	149,153	775.60	223.73	74.50	0.72%	1073.83

NMI Gateway Monthly Cost 10.00  
 NMI Gateway Transaction Fees (\$.10 per transaction) 458.10  
 Total estimated invoice to City 9004.37



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**Schedule of Fees**

**Online, Scheduled, Phone, and CSR made payments per month:**

See attached merchant cost details.

	Estimated Monthly Count	Estimated Monthly Dollar Volume	Merchant Fee Percentage	Total Fees Charged to City
April Mastercard Debit	926	238,413	0.71%	1,689.97
April Mastercard Credit	331	85,221	0.71%	604.08
April Visa Debit	1,398	359,937	0.71%	2,551.38
April Visa Credit	1395	359,165	0.71%	2,545.91
April Discover	38	9,784	0.71%	69.35
April Savings Account	4	203	0.87%	1.76
April Checking Account	745	149,153	0.72%	1,073.83
				0.00
May Mastercard Debit	991	212,341	0.72%	1,521.78
May Mastercard Credit	314	67,281	0.72%	482.18
May Visa Debit	1492	319,691	0.72%	2,291.13
May Visa Credit	1165	249,624	0.72%	1,788.98
May Discover	34	7,285	0.72%	52.21
May Savings Account	2	397	0.72%	2.86
May Checking Account	583	115,348	0.72%	831.13

	Estimated Monthly Count	Fee Per Notification	Total Fees Charged to City
Cost of Email, Phone, and Text notification to warn of impending shut off (typically 100 - 200 per week)	700	0.10	70.00
Cost of new bill notification to send via email and text	13,000	0.15	1,950.00
Cost to send payment notification via email and text	5,000	0.05	250.00
If your company has the ability to allow email notification on demand, what is the cost for this service	2,300 to		
should the city want to send emails either City Wide or to a specific group of customers	22,000	0.03	
setup per email run	1	75.00	

Who is your merchant processing company for payments? Gravity Payments  
 Does your company receive the lower Merchant fee costs for utility payments? Yes

**Please list any other monthly recurring charges with a description of what the charge is for.**

NMI Gateway Monthly Cost			10.00
NMI Gateway Transaction Fees (\$.10 per transaction)			458.10
NMI Return E CHECK Payment Fee	TBD	2.50	

**Please list any annual charges with a description of what the charge is for.**

**Please list any recurring charges that may be charged to the city that occur randomly or infrequently and a description of what the charge is for.** None

BDS monthly maintenance fee, including payment portal message update import files & all reporting			None
BDS Per successful transaction	4837	0.05	241.85
BDS IVR per payment charge: This cost can be collected from the customer	tbd	1.00	

**Cost to set up**

Initial programming and set up without any major customization to standard payment portal		750.00	750.00
Over the Counter setup		250.00	250.00
IVR set up initial customization of recorded messages and toll free number		100.00	100.00
Optimal Card readers, MagTek HID credit / debit card readers per reader		75.00	75.00
Any other 1 time costs associated with start up - if required customization to payment portal per hour rate		125.00	
Training		no charge	

**City of Marysville  
1049 State Avenue  
Marysville, WA 98270-4234  
Phone: 360-363-8015  
Fax: 360-651-5175**

## **Request for Proposal**

**To Provide  
Online Bill Presentation, Online Bill Pay and Phone  
Payment Line plus Email, Text and Phone Call  
Notifications**

### **NOTICE TO VENDOR/CONTRACTOR**

**Sealed proposals with Vendor/Contractor name and address will be received by the City of Marysville, Office of the City Clerk, City of Marysville, 1049 State Avenue, Marysville, WA 98270-4234; through the hour of 4:00 P.M. on September 1, 2016 at which time proposals duly delivered and submitted will be considered for supplying the following:**

**Online Bill Presentation, Online Bill Pay and Phone Payment Line plus Email, Text and Phone Call Notifications.**

Any proposal received after the stated closing time will be returned unopened. If proposals are sent by mail to the City Clerk's office, the Vendor/Contractor shall be responsible for actual delivery of the proposal to the City Clerk before the advertised date and hour as stated above. If mail is delayed either in the postal service or in the internal mail system of the City of Marysville beyond the date and hour set for the proposal receipt, proposals thus delayed will not be considered and will be returned unopened.

Inquiries concerning the proposal specifications must be submitted in writing to: Finance Operations Manager, City of Marysville, 1049 State Avenue, Marysville, WA 98270-4234. The City may respond to the question to all those submitting a proposal.

Information on the proposal process/procedures may be obtained from April O'Brien, Deputy City Clerk at 360-363-8077 or by emailing [cityclerk@marysvillewa.gov](mailto:cityclerk@marysvillewa.gov). The City may respond to the question to all those submitting a proposal.

The City reserves the right to reject any and/or all proposals, to waive technicalities, to re-advertise, and/or to proceed otherwise when the best interests of the City will be realized hereby. Proposals will be submitted sealed and plainly marked with the date and time of receipt.

City of Marysville

*John R Nield*

John Nield, Financial Operations Manager

**PROPOSAL OF VENDOR/CONTRACTOR**

To Whom It May Concern:

The following proposal is made for furnishing the materials and/or services for the City of Marysville, Office of the City Clerk.

The undersigned declares that the amount and nature of the materials/services to be furnished is understood and that the nature of this proposal is in strict accordance with the conditions set forth and is a part of this proposal, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the proposals are received.

The undersigned, in submitting this proposal, represents that they are an equal opportunity employer, and will not discriminate with regard to race, religion, color, national origin, age and sex in the performance of this contract, if awarded.

The undersigned hereby proposes to furnish their goods and services F.O.B. City of Marysville, at the unit prices quoted herein after notice of proposal award.

Respectfully Submitted,

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name) (Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Mailing Address) (Street) (City) (State) (Zip)

\_\_\_\_\_  
(Phone Number) (Fax Number)

**INTRODUCTION**

The City of Marysville (hereinafter referred to as "City") is soliciting Requests for Proposals from qualified Vendor/Contractor (hereinafter referred to as either "Vendor/Contractor") that can provide the City with high-quality, Online Bill Presentation, Online Bill Pay and Phone Pay Line, plus Email, Text and Phone Call Notifications and Payment Processing.

The City's goal is to partner with one Vendor/Contractor that can perform all aspects of our Online Bill Presentation, Online Bill and Phone Pay plus Notifications through Email, Text and

Phone needs as well as payment processing. In the event one Vendor/Contractor cannot satisfactorily address all the requirements herein, the City reserves the right to select separate Vendor/Contractor for individual services. The services shall include, but are not limited to, Online Bill Presentation, Online Bill Pay and Phone Pay Line, plus Email, Text and Phone Call Notifications and Payment Processing. Proposals should clarify whether the Vendor/Contractor is willing to perform all and/or individual services.

The initial Contract term will be for a five-year period, with the option to administratively extend the contract for two additional one year periods, under the same terms and conditions, to be executed at the City's discretion. In addition, at the City's discretion, there will be the option to continue the contract on a month-to-month basis for a period of up to 6 months, at the current contract rate, to allow time for the City to transition.

The City reserves the right to negotiate contract terms with the successful Vendor/Contractor for services not initially selected for the full term of this contract.

### **PROPOSAL SCHEDULE**

The below table provides an approximate timetable. Changes may be made to this schedule to meet the needs of the City.

<b>Event Time</b>	<b>Due Date</b>
Issue RFP	July 18, 2016
Vendor/Contractor Questions	Due 4:00 pm August 1, 2016
City Response to All Questions	August 8, 2016
Proposal Response	Due 4:00 pm September 1, 2016
City Recommendation to Finance Committee	October 19, 2016
City Recommendation to City Council	October 24, 2016
Notice of Award	October 25, 2016
Begin Implementation and Testing	October 31, 2016
Effective Date of New Contract	March 1, 2017

### **BACKGROUND**

The City currently has approximately 22,000 utility customers, with an estimated 8,000 online accounts and has approximately 4,600 payments made monthly online (one time or scheduled auto pay), over the phone or taken by a Customer Service Representative. Each customer is billed on a bi-monthly basis, about 11,000 accounts are billed monthly and the payment due date is 21 days from the bill date.

Each bill includes one or more services that are active for each utility account. The online bill presentation must match or be substantially the same as our hard copy bills (See Exhibit 3 Bill Prints)

The City currently bills utility customers through the Munis Utility Billing Customer Information Service (UBCIS) program. The City is currently operating under MUNIS version 10.5 with our bill print file generated in XLM format (See Exhibit 3 Bill Prints).

The City currently qualifies for a lower utility rate for merchant fees on qualified cards. The City

expects the Vendor/Contractor to provide the same type of discount as well.

The City anticipates the Vendor/Contractor will not only offer sufficient online presentation, bill pay, phone pay and notification services to adapt the City's utility billing data into the Vendor/Contractor's database to accommodate online bills, online payments, phone payments and notifications by Email, Text and Phone, ut will allow for periodic modification of the bill format at the City's request.

The City transmits its data electronically. The Vendor/Contractor is expected to acknowledge receipt of the data and to present online bills, updated balance information both online and phone pay line plus notify customers via Email and Text within 1 day of receiving updated customer information.

### **REQUIREMENTS AND SCOPE OF WORK**

The selected Vendor/Contractor must have the ability to meet each of the requirements below. If a requirement cannot be met, please provide an alternative approach for consideration.

1. The selected Vendor/Contractor must have the ability to accept daily bill files and daily customer information files using an online upload or a standard secured FTP or SFTP transmission. The City must be able to log into the Vendor/Contractor's server and transmit the files daily, as needed.
2. The Vendor/Contractor must be able to accept the City's bill files in their current format, using the current transmission method. The City is unable to change the bill file format without manual intervention and/or a modification to the UBCIS system. Specific requirements are below:
  - A. The bill files will be presented in an XML format and Vendor/Contractor must be able to extract data from spool files generated through our billing system.
  - B. The City must be able to automatically connect to the Vendor/Contractor's secure FTP server to transfer the files.
3. The City must be able to receive an electronic payment posting file daily (in the Munis Approved Format), with all payments from 3:00pm the previous day to 3:00pm the current day being considered the cut off time. The City must have online access to these files by 3:30pm to post the payments to customer accounts or if on a weekend or holiday be available for online access the following business day by 8am. (See Exhibit 4 Posting File)
4. The City must approve a sample online bill and payment posting file, test the online bill pay process, phone pay line, customer service representative's ability to process a payment at their own computer should a customer need assistance, and test the notification emails, text and phone calls before going into live production.
5. Vendor/Contractor must be able to notify a customer via email and text once a new bill is ready or a payment has been made. The Vendor/Contractor must provide emails, text and phone calls to customers who are in danger of being shut off. The City will provide a list of customers,

with phone numbers to call and text, along with email addresses in an excel file format at a time sufficient to have the notification go out on Fridays between 5pm and 6pm and occasionally at other times during the week. The City will provide the messaging that will need to be sent. The City may require a different message should the shut off date be changed for any reason (See Exhibit 5 Notifications).

6. The Vendor/Contractor must be able to accommodate 4 types of bills; Regular, Past Due, Shut Off and Final. For Past Due and Shut Off notices, copies will be sent to the owner/property management company and will need to be available for display purposes only. The Customer Information File, sent daily, will provide the Account Number, Customer information, Customer ID, bill invoices, amount due and the due date.

7. The Vendor/Contractor must have the capability to present each bill independently of other bills so customers can view each bill in a PDF file that can be saved by the customer. Customers must be able to pay one bill or multiple bills at a time, and must be required to pay a bill that is beyond 30 days past due both online and over the phone pay line.

8. The Vendor/Contractor should have the capability to allow customers to automatically schedule payments on the due date of each bill using a credit or debit card, checking or savings account. The Vendor/Contractor should also have the capability to allow customers the options of making automatic payments in a set amount on a specified date, such as the 15<sup>th</sup> of each month.

9. The Vendor/Contractor should have the capability to:

- A. Update amount due daily from the Customer Information File and display that online and on the phone pay line.
- B. Update Auto Pay amount to current amount from the Customer Information File so customers only get charged for the amount outstanding at the time of the auto pay.
- C. Provide clear direction when the auto pay will start for a customer so as they know if they have to make a manual payment or if the payment will be automatically made.

10. The Vendor/Contractor must provide an online resource in which the City's Customer Service Representatives have access so that they can log in to see real time up to date payments, customer account information, run reports if necessary, to see all payment history, to be able to take a payment, and be able to cancel a payment only within the 3pm to 3pm cutoff time of the current date. Access should restrict the ability to cancel a payment outside the cutoff time frame (such as on Thursday trying to cancel a payment made on Monday). Customer Service Representative should be able to reset customer passwords if necessary.

11. The Vendor/Contractor will provide requirements for customers to either establish a login to enable bill viewing, scheduling payments, making a payment, seeing bill history, the current balance and due date or to allow a customer to make a one-time payment without a login. Based

on the City's requirement to make a phone payment, an online one-time payment or to set up an account, the customer must be required to enter two pieces of information, their account number (12-digit number) and their customer ID number (CID) (which can be 1 or more digits). For online customers, the Vendor/Contractor will need to provide 3 security questions and allow customers to reset their password on their own if they become locked out or forget their password.

12. Bill Inserts and Messages:

- A. The City will provide to the Vendor/Contractor a copy of bill inserts in which the Vendor/Contractor must provide an interface and user field so that customers can view and print online bill inserts
- B. Bill presentation must include any bill messaging and a notice that a bill insert is present and available to view.

13. The City currently manually adjusts and re-prints bills for customers for various reasons, such as leaks and misread meters, the balance either online or over the phone must reflect this new amount the next day.

14. Please provide details about the following:

- A. Quality control procedures to ensure bills are presented and balances are correct.
- B. Ability to provide customer support during the hours of 8am to 5pm Pacific Time
- C. Procedures for ensuring that the file transmissions are completed successfully and procedures for correcting issues.

15. The vendor must accept at a minimum Debit cards and payments from Checking or Savings accounts, Visa and MasterCard credit cards, and if possible, Discover and American Express credit cards. Payments online or over the phone, to the extent possible, need to be approved or rejected right away. Credit and Debit Cards should be immediately verified, checking and savings account may be only verified by routing number.

16. Returned payments would need to be processed and available as soon as possible. Notification to both the customer and the City would need to be made advising of a returned payment. The Vendor's system should be able to allow the City to block payment types individually on each customer's account. For example, the City would be able to block checking and savings account payments but leave credit and debit card payments available.

## **TECHNICAL REQUIREMENTS**

1. **Online**

- A. Online Access must be available through computer, tablet and smartphone.
- B. The vendor has the ability to notify City Customers via email, text and phone calls.
- C. And the vendor has the ability to let customers set up auto payments via credit or debit cards, checking or savings account. Once a customer has finished setting up the auto pay, the confirmation will be displayed and, at minimum, an email will be sent stating when the autopay will start.

- D. Ability to provide email and text notifications of new bills.
- E. Vendor provides automatic calling for impending Disconnection Notice.
- F. The City should be able to verify online population of customer bills, have the ability to view real time payments and be able to make payments on customer's behalf from an authorized web site for City employees only.

2. **Reporting**

- A. File Confirmation Report – Confirm receipt of bill print files and loading of bills online.
- B. Report showing payments made for the time frame of 3:00pm to 3:00pm known as the customer activity report, along with the posting file which is compatible with our Munis system to be able to upload the payments to each customer's account.
- C. Online report that shows all the customers texted, emailed and called on Friday's for shut off calls and if the call was successfully connected and duration of the call. Online report show email and text notifications were sent out for new bills and impending disconnection messaging.

3. **Security**

- A. The Vendor/Contractor must provide necessary security to protect the City's (and utility customers') data from unauthorized access. Please provide details about the security measures that are in place. Include procedures for ensuring that only authorized persons are able to access any data involving customer accounts, payment information, email addresses, phone numbers and any other red flag data.
- B. Describe in detail how security is handled for information shared between the Vendor/Contractor and the City via email or online and compliance with Red Flag procedures. (Red Flag procedures must comply with Federal and State law as well as City policy.)
- C. The Vendor/Contractor must allow site visits by City personnel.
- D. The Vendor/Contractor shall provide insurance coverages as set forth in the proposed contract.
- E. Vendor/Contractor will be required to submit proof of a biannual independent financial audit throughout the life of the agreement.

4. **Customer Support and Disaster Recovery**

- A. Customer Support to City – Vendor/Contractor shall provide:
  - 1. Unlimited customer support during the hours of 8:00 am – 5:00 pm, Pacific Time - during normal business days.
  - 2. Procedures for after-hours support.
  - 3. A list of company holidays.
  - 4. Contact points for customer service.
- B. Disaster Recovery
  - 1. The Vendor/Contractor must have a backup and disaster recovery facility to process the City's online bills and payments if the main facility becomes inoperable. Facilities must be geographically diverse to protect against regional

events. Please list your facility locations.

2. Provide a detailed summary of the Vendor/Contractor's disaster recovery plan.

6. **Exception Processing**

- A. The system should allow the ability for the City to cancel customer payments only made during the 3pm to 3pm time frame. This system should be web based through a secure log in and be integrated between the City and the Vendor/Contractor. The system should be business rules based.
- B. If any errors in processing occur, such as duplicate payments, wrong amounts displayed (online or over the phone), erroneous email communication, the Vendor will take immediate action to remedy the issue, including resending emails, canceling duplicate payments and ensuring customers will have money returned to their bank accounts or credit cards within 1 business day, if not sooner.

**PAYMENT PROCESSING**

The City requires the following services to be performed:

- A. Process customer payments via the web or phone daily and provide a posting report of all payments as soon as possible after 3pm, but no later than 3:30.
- B. Balance and deposit payments electronically into the City banking account and provide a copy of the deposit. Must be done within one (1) business day. **This schedule must be contractually guaranteed.**
- C. Ensure all payments are processed and either accepted or rejected when the customer submits their payment. Any rejected payments are noted as to why rejected and available for the City to view on a daily basis.
- D. Keep bill images and payment information accessible online for customers and the City for 24 months and then available through other means of retrieval, both for the Customer and the City.
- E. Any returned payments will be called out with both the City and Customer being notified of the returned payment.

**INVOICING OF SERVICES**

The vendor will invoice the City monthly for charges due for the previous month. The invoice should detail the charges incurred, including credit card fees, debit card fees, checking / savings account fees, fees for using the online system, return fees and any other fees broken out and detailed. The invoice will be paid via check from the City and due 30 days after the date of the invoice. **The City does qualify for a lower utility provider rate on merchant fees.**

**GENERAL REQUIREMENTS**

Proposals should be as thorough and detailed as possible so that the City may properly evaluate the capabilities of respective Vendor/Contractors to provide the required services.

Vendor/Contractors are required to submit the following items for a complete proposal:

1. A statement of the Vendor/Contractor's understanding of the work to be performed in accordance with the timeline.
2. Information as to the Vendor/Contractor's background and experience relative to the services being requested. Vendor/Contractors must have experience working with Munis UBCIS or similar software including real-time data exchange for online data and bill payments.
3. Detailed implementation plan that includes key tasks, milestones, and designated City and Vendor/Contractor responsibilities. Outline all training that will occur during the course of this project.
4. Information concerning on-going support that will be provided explaining the security around customer information also including red-flag considerations.
5. Vendor/Contractor's project pricing and preferred payment schedule.
6. Listing of five (5) clients who may be contacted as reference, for whom similar services have been provided. Include client names, addresses, emails and telephone numbers.
7. Also provide a list of any customer who stopped service prior to the original contract expiration date in the last 10 years, and the reason for the termination.
8. Please provide a list of at least two (2) customers who did not renew their contract after the expiration.
9. Any other special experience and qualifications relative to this project.
10. Be able to comply with the Professional Services Agreement included in this RFP (sample at the end of this document).

## MINIMUM QUALIFICATIONS

The following are minimum qualifications and licensing requirements that the Vendor must meet in order for their proposal submittal to be eligible for evaluation. The City requests a one-page or appropriate-length document as part of your proposal response, to clearly show compliance to these minimum qualifications. The RFP Coordinator may choose to determine minimum qualifications by reading that single document alone, so the submittal should be sufficiently detailed to clearly show how you meet the minimum qualifications without looking at any other material. Those that are not clearly responsive to these minimum qualifications shall be rejected by the City without further consideration:

**Payments:** The proposed solution must support electronic checks (ACH) payments from checking and saving accounts, Debit and Credit Cards Visa, MasterCard at a minimum and if possible Discover and American Express.

**PCI Compliance:** The Vendor must provide certification of compliance with all

current Payment Card Industry (PCI) standards.

**PABP Compliance:** The Vendor must provide certification of compliance with all current Payment Application Best Practices (PABP) standards

**Relevant Experience:** Vendor must have a minimum of three (3) successful experience E-Payment business.

**Experienced Staff:** The primary staff assigned to the project must have completed at least two (2) previous successful implementations of E-Payment software.

**Certified Reseller (or Factory Authorized Reseller):** The Vendor, if other than the manufacturer, shall submit with the proposal a current, dated, and signed authorization from the manufacturer that the Proposer is an authorized distributor, dealer or service representative and is authorized to sell the manufacturer's products. Failure to comply with this requirement may result in bid rejection. This includes the certification to license the product and offer in-house service, maintenance, technical training assistance, and warranty services, including availability of spare parts and replacement units if applicable.

## MANDATORY TECHNICAL REQUIREMENTS

The following are mandatory technical requirements that the Vendor must that must meet for the proposal to remain eligible for consideration. You must clearly show that your product or service meets these mandatory technical requirements, or your proposal will be rejected as non-responsive. The City requests a one-page or appropriate-length document as part of your proposal response, to clearly show compliance to these mandatory technical requirements. The RFP Coordinator may choose to determine mandatory technical requirements by reading that single document alone, so the submittal should be sufficiently detailed to clearly show how you meet the mandatory technical requirements without looking at any other material. Those that are not clearly responsive to these mandatory technical requirements shall be rejected by the City without further consideration:

The proposed solution must be able to accept Credit/Debit Card Payments using Web API / Web Service, hosted bill payments, and IVR.

The proposed solution must be able to accept one-time ACH Payments using Web API / Web Service, hosted bill payments, and IVR.

The proposed solution must be able to establish recurring payments for credit cards, debit cards, and ACH.

The proposed solution must allow customers to make payment without creating a user-id/login.

The proposed solution must provide an expanded choice of payment options to select payment processing options for types of credit cards accepted, payment channel (Web, IVR, OBO, etc.), web payment integration (API, pass-through, hosted, etc.), and convenience Fees (percentage-based or flat fee). The City currently does not charge a fee for online, phone or CSR initiated payments, as well as qualifying for the lower utility rate on merchant fees. The City's goal is to continue the no fee to the

customer option, but the RFP must include all options.

The proposed solution must be able to authorize credit/debit card transactions real-time.

The proposed solution must be able to validate ABA routing and transit numbers for ACH payments real time.

The proposed solution must be able to provide payment data files that includes user defined data.

The proposed solution must be able to transmit payments details to the bank.

The Vendor must be able to provide an independent test report stating the application is free from known security defects.

### **MINIMUM LICENSING AND BUSINESS TAX REQUIREMENTS**

This solicitation and resultant contract may require additional licensing as listed below. The Vendor needs to meet all licensing requirements that apply to their business immediately after contract award or the City may reject the Vendor.

Companies must license, report and pay revenue taxes for the Washington State Business License (UBI#) and Marysville Business License, if they are required to hold such a license by the laws of those jurisdictions. The Vendor should carefully consider those costs prior to submitting their offer, as the City will not separately pay or reimburse those costs to the Vendor.

### **VENDOR/CONTRACTOR QUESTIONNAIRE**

CATEGORY	ITEM #	QUESTIONS	ANSWERS
<b>QUESTIONNAIRE</b>			
General Company Info	1	Provide location of where business functions are located.	
General Company Info	2	Describe your company--sole proprietorship, partnership, corporation, etc.	
General Company Info	3	Do you have any restrictions on the number of transactions made on a daily basis?	
General Company Info	4	The Vendor will need to include a detailed description of the vendor's disaster recovery plan. The City will need to know what to expect and when in the event of a failure on the part of the vendor.	
General Company Info	5	Can vendor power up and continue to run operations even with out power from the electric company grid.	
General Company Info	6	Vendor will provide total years experience using Munis UBCIS software if applicable and the number of customers currently using the software	
General Company Info	7	Provide a minimum list of Five (5) companies or governmental agencies that currently utilize your services in a similar manner. Preferably governmental agencies.	
General Company Info	8	Is the vendor's primary business function online and phone payment processing or is it online bill presentation services or both?	
General Company Info	9	For payment processing, is that service subcontracted? And any fees associated with processing payments, are they billed by the Vendor or a 3rd party?	
Implementation	10	Describe your implementation process and plan. Including mobile apps for Android, Apple and Windows applications.	
Implementation	11	Specify what would be a standard set up time for implementation.	
Performance	12	If a data file is provided by 11:59PM., provide a time when the updated customer balances and bill print presentation would be updated?	
Performance	13	Detail the process and requirements for special inserts or selective insertions to be displayed online?	
Performance	14	Will vendor provide a dedicated staff member to Marysville's account that will be available when needed to discuss an issue?	
Performance	15	The vendor must provide a link to the payment web site that will be posted and used on the City Website, any updates should not change the link, what is the process to ensure the web site link will remain the same?	

CATEGORY	ITEM #	QUESTIONS	ANSWERS
<b>QUESTIONNAIRE</b>			
Performance	16	Vendor will need to provide a Toll Free number, in which the City will forward it's own phone pay line to.	
Performance	17	Payment Cut Off is 3pm daily, including weekend and holidays. How will the vendor provide the payment posting filing and at what time? Does the vendor have a reporting web site in which the City can download the files at 3:01pm or anytime after that?	
Performance	18	Regardless of circumstances, all deadlines, processes and 1 business day requirements can be met by the vendor (including but not limited to vacations, illnesses, etc.)	
Performance	19	Can the vendor provide an website dedicated to City Staff to be an administrator to view payments, cancel payments for the current cutoff period only(3pm previous day to 3pm today), download reports, view customer accounts, help customers walk through setting up an account, have the ability to initiate text, email and call notification, plus any other administrative duties necessary to fully utilize the vendor's product.	
Performance	20	Provide a process to schedule auto phone calls, text and emails at 5pm on Friday nights with a predetermined message to notify potential customers of disconnection, along with the options for payment and deadline to make the payment by. City will provide a format for customer information, including name, phone number, cell number and email.	
Performance	21	For customer authentication, the City uses a 12 digit account number and 1-8 digit Customer Information Number (CID), this authentication will need to be entered prior to any payment processing, can the Vendor provide this for both one time payments and customer login accounts?	
Performance	22	Deposits of City Funds must be done electronically and within 1 business day of receipt, does the vendor have any requirements that prevent this process from occurring?	
Performance	23	Does your product provide customers the ability to reset their own password via email? And does the login requirements include security questions?	
Performance	24	What does your company invoice for, access to web bills, emails, text and calls? What about merchant charges for credit cards, debit cards and ach transactions from checking and savings accounts? The City qualifies for a lower credit card rate for Utility Services, do your fees take that into account when processing payments?	
Performance	25	Does your company provided automatic emails and texts to customers when a new bill is ready? When a payment is made?	
Performance	26	Describe your customer service philosophy.	

## PRICING / PERFORMANCE

Pricing proposals should be detailed. Vendor/Contractor shall include all pricing for initial deployment and on-going costs. Pricing must include all costs for labor, hardware, software, hosting, testing, training, travel, and any other costs to be charged by the Vendor/Contractor. Prices shall include all costs associated with performing the requirements stated in the specifications and there can be no additional charges for jammed/wasted materials or any other overhead. Please include all costs that are associated with the utility billing on line presentation, online bill pay, IVR bill pay, email, text and phone call notifications, merchant processing fees and any other costs that may be associated with implementing these processes.

The Schedule of Fees is to be used to list all the costs involved. If an item is included under another item, please note that on the form. If an item is not listed, please list it. Use additional pages if needed.

Include **detailed** sample invoices for bill presentation, payments, fees and notification costs. The sample invoices should list all charges including merchant fees, notification charges for each type (email, text, phone), mobile applications, plus any other one time or recurring monthly fees. The sample invoices should be exactly what you would send us if you were our Vendor/Contractor; **What would your invoice and charges be to the City based on the information provided below?**

Under the performance section please answer the questions and provide detailed information on how these processes are accomplished.

<b>Schedule of Fees</b>	<b>Estimated Monthly Count</b>	<b>Estimated Monthly Dollar Volume</b>	<b>Merchant Fee Percentage</b>	<b>Total Fees Charged to the City</b>
Online, Scheduled, Phone and CSR made payments per month:				\$0
April MasterCard Debit	926	238,413		\$0
April MasterCard Credit	331	85,221		\$0
April Visa Debit	1,398	359,937		\$0
April Visa Credit	1,395	359,165		\$0
April Discover	38	9,784		\$0
April Savings Account	4	203		\$0
April Checking Account	745	149,153		\$0
				\$0
May MasterCard Debit	991	212,341		\$0
May MasterCard Credit	314	67,281		\$0
May Visa Debit	1,492	319,691		\$0
May Visa Credit	1,165	249,624		\$0
May Discover	34	7,285		\$0
May Savings Account	2	397		\$0
May Checking Account	583	115,348		\$0
	<b>Estimated Monthly Count</b>		<b>Fee Per Notification</b>	<b>Total Fees Charged to the City</b>
Cost of Email, Phone and Text notification to customers to warn of impending shut off (typically 100-200 per week)	700			\$0
Cost of new bill notification to send via email and text.	13,000			\$0
Cost to send payment notification via email and text.	5,000			\$0
If your company has the ability to allow email notification on demand, what is the cost for this service should the city want to send emails either City Wide or to a specific group of customers	2,300 to 22,000			\$0
Return Payment Fee	13			\$0
				\$0
Who is your merchant processing company for payments?				
Does your company receive the lower Merchant fee costs for utility payments?				\$0
				\$0
<i>Please list any other monthly recurring charges with a description of what the charge is for.</i>				\$0
<i>Please list any annual charges with a description of what the charge is for.</i>				\$0
<i>Please list any recurring charges that may be charged to the City that occur randomly or infrequently and a description of what the charge is for.</i>				\$0
				\$0
				\$0
				\$0
<b>Cost to set up</b>				\$0
Initial programming and set up				\$0
IVR Set Up				\$0
Any other 1 time costs associated with start up				\$0
Training				\$0

PERFORMANCE				
Estimated time from receipt of print file to online customer viewing				
Estimated time from receipt of print file to bill notification in customer's mailbox				
Estimated time from processing payments to deposit into City Bank Account				
What is your deadling for providing the information necessary for making Email, Text and Phone notifications and do we have the ability to schedule the calls, typically 5pm on Friday evenings?				
What are your customer service hours, do you have a phone number and email to contact your representatives?				
<b>Any additional services or products that could benefit the City, please list here.</b>				
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0

**PREPARATION OF PROPOSAL**

Those wishing to submit a proposal for evaluation are to follow the *proposal Format instructions defined below*. Vendor/Contractors must respond to all requirements in a straightforward and concise manner to the maximum extent possible. Emphasis should be on completeness and clarity of content and should not include any elaborate or promotional material. Proposals received that either do not follow these requirements, or contain insufficient information for a meaningful evaluation may result in disqualification from further consideration. The conformance of the proposal will be judged solely by the City.

**The proposal, at a minimum, shall include the following information:**

- Provide a brief background and description of the proposer's qualifications (less than three pages).
- Confirmation that the proposer has a minimum of three years’ experience in providing current services to other similar organizations.
- Describe how we will be billed and how services are billed including supplies, programming, phone calls, emails, text and other notifications or specific charges for services.
- Provide a schedule of fees. All fees need to be listed and priced separately. If a fee is not identified on the schedule, add it. If a fee is not applicable or there is no charge, put N/A or N/C.

- Provide **detailed** sample invoices, listing all items, including postage if applicable. If charges for multiple items are combined, please identify and state the individual items that comprise the joint line item.

#### **VENDOR/CONTRACTOR REMINDER LIST:**

Vendor/Contractors will submit all of the following materials if their submission is to be considered complete:

1. Signed "Proposal of Vendor/Contractor"
2. Completed Vendor/Contractor Questionnaire
3. Completed Schedule of Fees
4. Company References
5. Company Profile and Financial Statement current and last audit.
6. Five (5) copies of the RFP are due no later than September 1, 2016 at 4:00PM.

Questions concerning this RFP may be directed to John Nield, Financial Operations Manager at 360-363-8015 or [jnield@marysvillewa.gov](mailto:jnield@marysvillewa.gov). The city may respond to the question to all those submitting a proposal.

# *Index #10*

**CITY OF MARYSVILLE AGENDA BILL**  
**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE:** December 12<sup>th</sup>, 2016

<b>AGENDA ITEM:</b> Project Acceptance – State Avenue/100 <sup>th</sup> Street NE Water Main Repair	
<b>PREPARED BY:</b> Adam Benton, Project Engineer	<b>DIRECTOR APPROVAL:</b> 
<b>DEPARTMENT:</b> Public Works, Engineering	
<b>ATTACHMENTS:</b> Notice of Physical Completion Letter	
<b>BUDGET CODE:</b> 40220594.563000	<b>AMOUNT:</b> \$195,840.61

**SUMMARY:**

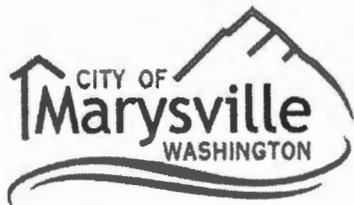
The State Avenue/100<sup>th</sup> Street NE Water Main Repair Project allowed for the emergency repair of a water main which ruptured on July 18<sup>th</sup>, 2016 nest State Avenue and 100<sup>th</sup> Street NE.

The City executed the Emergency Public Works Contract with Taylor’s Excavators, Inc. on July 25<sup>th</sup>, 2016. The preliminary estimate for the emergency repairs was \$195,840.61. The emergency repairs were completed at a cost of \$159,236.96, which was \$36,603.65 or 18.69% below the original bid amount.

Work performed under this contract was inspected by City staff and found to be physically complete in accordance with City Standards. Staff recommends Council’s acceptance of the project for closeout.

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to accept the State Avenue/100<sup>th</sup> Street NE Water Main Repair Project, starting the 45-day lien filing period for project closeout.

**PUBLIC WORKS**Kevin Nielsen, *Director*

80 Columbia Avenue  
Marysville, Washington 98270  
Phone (360) 363-8100  
Fax (360) 363-8284

November 10<sup>th</sup>, 2016

Taylor's Excavators, Inc.  
3134 268<sup>th</sup> Street NW  
Stanwood, WA 98292

**Subject: State Ave/100<sup>th</sup> St NE Water Main Repair – Notice of Physical Completion**

Dear Justin,

In accordance with the Emergency Public Works Contract, this project was considered physically complete as of November 9<sup>th</sup>, 2016. This notification does not constitute final acceptance. Recommendation for final acceptance will be sent to the City Council for approval at the first available council meeting. Please submit the following items for project closeout:

1. Affidavits of Wages Paid

Upon obtaining receipt of the above items and acceptance I will submit a notice of completion of public works project to obtain the following:

1. Certificate of Release from the Department of Revenue
2. Certificate of Release from the Employment Security Department
3. Certificate of Release from the Department of L&I

Please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Adam Benton".

**Adam Benton**  
Project Engineer

# *Index #11*

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

**CITY COUNCIL MEETING DATE: December 12, 2016**

<b>AGENDA ITEM:</b> Renewal of Facility Use Agreement with US Bankruptcy Court	<b>AGENDA SECTION:</b>	
<b>PREPARED BY:</b> Suzanne Elsner, Court Administrator 	<b>AGENDA NUMBER:</b>	
<b>ATTACHMENTS:</b> Facility Use Agreement	<b>APPROVED BY:</b>	
	MAYOR	CAO
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>	

The United States Bankruptcy Court Western Washington Division has used the Marysville Municipal Court Facility since 2008 for preliminary bankruptcy hearings. Hearings are scheduled on the second and fourth Wednesday of each month. Hearings include Federal Judge Bacerra, a US Marshall, Court reporter and US Bankruptcy Clerk. Several attorneys and clients also appear for these hearings. The Bankruptcy participants begin to enter the building at 8:00 am and calendars start at 9:00 am and end at noon. Holding the hearings in the Municipal Court Building requires no staff time or participation. The current fee for use of the facility is \$300.00 per session.

Allowing the US Bankruptcy Court to use the facility for their court hearings has very little impact on the function of the Marysville Municipal Court and the calendars are easily merged into the Court's current schedule. Therefore, we see no reason not to continue the relationship with the United States Bankruptcy Court.

<b>RECOMMENDED ACTION:</b> Authorize the Mayor to sign the Renewal Facility Use Agreement with the United States Bankruptcy Court.
--

<b>COUNCIL ACTION:</b>
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**FACILITIES USE AGREEMENT EXTENSION AND RENEWAL  
BETWEEN THE CITY OF MARYSVILLE AND  
THE U.S. BANKRUPTCY COURT**

This extension and renewal is made and entered into this day by and between the City of Marysville, a non-charter code city of the State of Washington, (hereafter "City") and the United States Bankruptcy Court for the Western District of Washington (hereafter "Bankruptcy Court") for the use by the Bankruptcy Court of certain facilities owned by the City.

WHEREAS, the parties entered into a FACILITIES USE AGREEMENT hereafter "Agreement" signed by the Bankruptcy Court on or about November 21, 2012; and

WHEREAS the Agreement will terminate on December 31, 2016 unless extended by mutual agreement of the parties; and

WHEREAS, the parties have agreed to extend the Agreement to be in effect from January 1, 2017 to December 31, 2017 pursuant to Paragraph 4 entitled "PERIOD AND TIME OF USE" by exercising "Option 4",

**Now, therefore, in consideration of the above representations and the terms and conditions set forth herein, the parties agree as follows:**

Section 1. Pursuant to Paragraph 4 of the Agreement the parties mutually agree to exercise Option 4 and renew and extend the term of the Agreement from January 1, 2017 to December 31, 2017.

Section 2. Except as provided herein, all other provision of the Agreement shall remain in full force and effect, unchanged.

Section 3. SEVERABILITY: The terms of this extension and renewal are severable such that if one or more provisions are declared illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

Section 4: The undersigned certify that they are authorized to sign this extension and renewal on behalf of the Bankruptcy Court and the City, respectively, and that the Bankruptcy Court and the City acknowledge and accept the terms and conditions herein and attached hereto.

ADMINISTRATIVE OFFICE OF THE UNITED STATES COURTS FOR THE  
UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF WASHINGTON:

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

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Dated: \_\_\_\_\_ 20 \_\_\_\_

CITY OF MARYSVILLE

By: \_\_\_\_\_  
Jon Nehring

Position: Mayor

Dated: \_\_\_\_\_ 20 \_\_\_\_

# *Index #12*

## CITY OF MARYSVILLE

## EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 12, 2016

AGENDA ITEM: Third Amendment to Professional Services Agreement for Security Services	AGENDA SECTION:	
PREPARED BY: Suzanne Elsner, Court Administrator 	AGENDA NUMBER:	
ATTACHMENTS: Security agreement	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE: 25% 00100030 541000 75% 00100050 541000	AMOUNT: \$3,230.75 per month	

The Municipal Court began using security screening services in August of 2008. The duties of the security screener include monitoring the metal detector, screening with a hand held detector, bag checks, issuing weapon locker keys, reporting suspicious activity and confiscating unwanted items trying to enter the Courthouse. Since using this service several knives, box cutters and drugs have been confiscated and reported.

The security service completes security checks before opening and after closing the building each day. Regular checks are completed in the parking lot as well.

With the passage of Washington State Minimum Wage Increase Initiative (#1433) Puget Sound Security is requesting an increase in fee for security services. This new law will go into effect on January 1, 2017 and contains significant increases in the minimum wage (effective Jan 1, 2017), annual increases to that wage, and mandatory paid sick time (effective January 1, 2018)

RECOMMENDED ACTION: Authorize the Mayor to sign the Third Amendment with Puget Sound Security for Entrance Security Screeners.
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COUNCIL ACTION:
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**THIRD AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND  
PUGET SOUND SECURITY, INC  
FOR SECURITY SERVICES FOR MARYSVILLE MUNICIPAL COURT**

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

WHEREAS, the parties hereto have previously entered into an Agreement for Security Services for Marysville Municipal Court on July 28, 2008; known as "Agreement"; and a First Amendment thereto; and

WHEREAS, the parties desire to amend Article IV.1 to provide for new monthly rate of \$3230.75 per month, to supersede a rate provision in Exhibit A and to update the Notice provision in Article V.1 Notice commencing January 1, 2017.

**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:

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

**IV.1 PAYMENTS.** The Consultant shall be paid by the City for completed work for services rendered under this agreement and as detailed in the scope of services as provided hereinafter. There is no set amount or minimum payment owed under this agreement. Consultant shall be paid for actual services rendered. 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 **\$3230.75 per month**. This limit shall supersede any limit set out in **Exhibit A**. In the event the City elects to expand the scope of services from that set forth in **Exhibit A**, the City shall pay Consultant 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.

3. ARTICLE V. "GENERAL" section V.1 "NOTICES", is hereby amended to read as follows:

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

Marysville Municipal Court  
CITY OF MARYSVILLE  
C/O Suzanne Elsner Court Administrator  
1015 State Avenue  
MARYSVILLE, WA 98270

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

PUGET SOUND SECURITY  
C/O George Schaeffer  
13417 NE 20<sup>th</sup> St 2<sup>nd</sup> Floor  
Bellevue, WA 98005

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.

4. The undersigned is an Authorized Agent of the parties and has authority to sign on behalf of their respective party and to bind that party to the terms and conditions of the agreement.

5. The Effective Date of this Amendment is January 1, 2017.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016

CITY OF MARYSVILLE

PUGET SOUND SECURITY,  
CONSULTANT

By \_\_\_\_\_  
JON NEHRING, Mayor,

By \_\_\_\_\_  
GEORGE SCHAEFFER, CEO

Approved as to form:

\_\_\_\_\_  
JON WALKER, City Attorney

# *Index #13*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: December 12, 2016**

<b>AGENDA ITEM:</b>	
Transportation Improvement Board Grant Agreement for State Avenue: 100 <sup>th</sup> St NE to 116 <sup>th</sup> St NE	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Jeff Laycock, City Engineer	
<b>DEPARTMENT:</b>	
Engineering	
<b>ATTACHMENTS:</b>	
Fuel Tax Grant Distribution Agreement (2 copies) Project Funding Status Form	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
30500030.563000, R1601	N/A
<b>SUMMARY:</b>	

The City of Marysville was awarded Transportation Improvement Board (TIB) Funds in the amount of \$1,270,832 in towards design and right-of-way acquisition for the the State Avenue, 100<sup>th</sup> St. NE to 116<sup>th</sup> St. NE project. The project will complete the section of roadway from its current three lane section to a full five lane section. The City's match towards design and right-of-way acquisition is estimated at \$631,294.

In order to receive approval from TIB to start being reimbursed for expenses, the City must sign and return the copies of the Fuel Tax Grant Distribution Agreements and the Project Funding Status Form. Funding will not be available until after these documents are returned to TIB.

**RECOMMENDED ACTION:**

Staff recommends City Council authorize the Mayor to sign the Fuel Tax Grant Agreement and Project Funding Status Form for TIB Grant funding of the State Avenue: 100<sup>th</sup> St NE to 116<sup>th</sup> St NE Project.



City of Marysville  
8-1-143(009)-1  
State Avenue(Design and Right of Way)  
100th St NE to 116th St NE

STATE OF WASHINGTON  
TRANSPORTATION IMPROVEMENT BOARD  
AND  
City of Marysville  
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the State Avenue(Design and Right of Way), 100th St NE to 116th St NE (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Marysville, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

TIB hereby grants funds in the amount of \$1,270,832 for the project specified above, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable



amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

#### 5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

#### 6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

#### 7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

#### 8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

#### 9.0 DEFAULT AND TERMINATION

##### 9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

##### 9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

### 9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

### 9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

### 10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

### 11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for costs incurred in excess of the grant amount. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the original ratio between TIB funds and total project costs.



## 12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

## 13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

## 14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form  
Attorney General

By:

Signature on file

\_\_\_\_\_  
Guy Bowman  
Assistant Attorney General

Lead Agency

Transportation Improvement Board

\_\_\_\_\_  
Chief Executive Officer                      Date

\_\_\_\_\_  
Executive Director                              Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name



# Transportation Improvement Board Project Funding Status Form

Agency: **MARYSVILLE**

TIB Project Number: **8-1-143(009)-1**

Project Name: **State Avenue (Design and Right of Way)  
100th St NE to 116th St NE**

Verify the information below and revise if necessary.

Return to:  
Transportation Improvement Board  
PO Box 40901  
Olympia, WA 98504-0901

## PROJECT SCHEDULE

	Target Dates
Construction Approval Date	
Contract Bid Award	
Contract Completion	

## PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
MARYSVILLE	631,294	
WSDOT	0	
Federal Funds	0	
<b>TOTAL LOCAL FUNDS</b>	<b>631,294</b>	

Signatures are required from two different agency officials. Return the originally signed form to the TIB office.

Mayor or Public Works Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title

Financial Officer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title

# *Index #16*

**CITY OF MARYSVILLE AGENDA BILL  
EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 12/12/16**

<b>AGENDA ITEM:</b>	
Waste Management Solid Waste Collection Agreement	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Gloria Hirashima, Chief Administrative Officer	
<b>DEPARTMENT:</b>	
Executive	
<b>ATTACHMENTS:</b>	
<ol style="list-style-type: none"> <li>1. Solid Waste Collection Agreement</li> <li>2. First Amendment to Curbside Collected Recyclables, Curbside Collected Yard Waste, Multifamily and Commercial Collection, Processing, Marketing and Disposal Services</li> </ol>	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
<b>SUMMARY:</b>	

The City of Marysville annexed the Central Marysville Annexation on December 30, 2009. Waste Management currently provides solid waste services within the annexed territory. The City of Marysville and Waste Management have negotiated the attached service transfer agreement that would provide for a 5 year franchise to enable Waste Management to continue solid waste collection until December 31, 2021. This agreement provides that Waste Management will continue to charge rates authorized by WMW’s G-237 service territory in Snohomish County (the “WUTC Tariff”). Increases or decreases to the rates and charges will be as allowed under the WUTC Tariff. This is consistent with their current rate structure for the annexed territory.

Attachment 2 relating to Recyclables, revises language in our current agreement commencing 8/30/12 to provide for “written mutual agreement” of the City and Contractor to extend the current Contract for two additional years.

**RECOMMENDED ACTION:** Staff Recommends that Council approve the Solid Waste Collection Agreement and the First Amendment to Curbside Collected Recyclables, Curbside Collected Yard Waste, Multifamily and Commercial Collection, Processing, Marketing and Disposal Services

**FIRST AMENDMENT TO  
CURBSIDE COLLECTED RECYCLABLES, CURBSIDE COLLECTED YARD WASTE,  
MULTIFAMILY AND COMMERCIAL COLLECTION, PROCESSING, MARKETING  
AND DISPOSAL SERVICES AGREEMENT**

THIS FIRST AMENDMENT TO CURBSIDE COLLECTED RECYCLABLES, CURBSIDE COLLECTED YARD WASTE, MULTIFAMILY AND COMMERCIAL COLLECTION, PROCESSING, MARKETING AND DISPOSAL SERVICES AGREEMENT (“First Amendment”) is entered into as of \_\_\_\_\_, 2016 (“Effective Date”) by and between the City of Marysville (“City”) and Waste Management of Washington, Inc. (“Contractor”).

**RECITALS**

- A. City and Contractor are parties to that certain Curbside Collected Agreement (the “Agreement”), under which Contractor shall provide services commencing on August 30, 2012 and
- B. City and Contractor now desire to amend the Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. Term. Section 1.1 is hereby amended as follows (additions in underline and deletions in ~~striketrough~~):

The term of the Contract shall commence on August 30, 2012 and end on August 29, 2021, unless extended ~~at the option~~ by written mutual agreement of the City and Contractor for two additional years. During the said term, Contractor hereby agrees and covenants for the considerations stated herein, to provide recycling in the City of Marysville, including all work incidental thereto, in accordance with the specific terms and for the considerations set forth in the following specific documents, all of which are specifically incorporated into this Contract and made a part hereof.

2. Full Force and Effect. Except as otherwise provided in this First Amendment, all other terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment is effective as of the Effective Date.

**CITY OF MARYSVILLE**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

**WASTE MANAGEMENT OF WASHINGTON, INC.**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**SOLID WASTE COLLECTION AGREEMENT  
(Annexation Transition RCW 35.13.280)**

**City of Marysville Annexation**

This Solid Waste Collection Agreement (“Agreement”) is made and entered into between WASTE MANAGEMENT OF WASHINGTON, INC. (“WMW”) and the CITY OF MARYSVILLE, WASHINGTON (“City”). The parties shall be collectively referred to herein as the “Parties” and individually as a “Party”, unless specifically identified otherwise. This Agreement shall be effective January 1, 2017. The Parties agree as follows.

**RECITALS**

**WHEREAS** by Ordinance No. 2792, dated December 30, 2009 (the “Ordinance”) and attached hereto as Exhibit A, the City has annexed certain territory identified in the Ordinance and commonly referred to as the Central Marysville Annexation;

**WHEREAS** the Central Marysville Annexation is referred to herein as the “Annexed Territory”;

**WHEREAS** WMW holds Certificate No. G-237 issued by the Washington Utilities and Transportation Commission (“WUTC”) for the Collection of Solid Waste in certain areas in Washington State, including within Snohomish County and in the Annexed Territory;

**WHEREAS** under RCW 35.13.280, the WUTC regulates the Collection of Solid Waste within the Annexed Territory until such time as the City notifies the WUTC, in writing, of its decision to contract for Solid Waste Collection or provide Solid Waste Collection itself pursuant to RCW 81.77.020;

**WHEREAS** the City desires to undertake the Collection of Solid Waste, as defined in Legislation WAC 173-350-100, from residents and businesses within the Annexed Territory;

**WHEREAS** in lieu of the requirement by RCW 35.13.280 to grant to WMW a franchise for the Collection of Solid Waste in the Annexed Territory for a term of not less than SEVEN (7) years, the Parties agree to a 5-year franchise and waive any claims for measureable damages by entering into this Agreement for WMW’s exclusive right to collect solid waste from residential and commercial customers within the Annexed Territory during the Transition Period (as defined herein); and

**WHEREAS** the Parties wish to enter into this Agreement setting forth the terms and conditions governing WMW’s Solid Waste Collection within the Annexed Territory during the Transition Period.

**TERMS AND CONDITIONS**

**1. The “Transition Period”.** The Parties agree that the “Transition Period” shall commence on the Effective Date and shall terminate on December 31, 2021, unless extended by written agreement of the Parties. The Parties agree and acknowledge that the Transition Period is shorter than the 7-year franchise period required under RCW 35.13.280 in order to reach a mutually agreeable outcome for both Parties.

**2. Grant of Exclusive Franchise.** The City hereby grants to WMW the exclusive right and obligation to collect Solid Waste from residential and commercial customers within the Annexed Territory during the Transition Period (hereinafter the "Collection Services"). Roll Off Services are specifically excluded from this Agreement. During the Transition Period, the City agrees that, it shall not contract for Collection Services or provide Collection Services within the Annexed Territory. Any new units added to the existing Annexed Territory shall be governed by this Agreement.

**3. Rates and Compensation.** WMW shall be compensated for the Collection Services hereunder by charging its residential and business customers within the Annexed Territory the same rates and charges authorized under the tariffs approved by the WUTC for WMW's customer's located within WMW's G-237 service territory in Snohomish County (the "WUTC Tariff"), subject to the following adjustments:

3.1. WMW shall increase the rates and charges to include any taxes, fees, or charges applicable to WMW's Collection Services within the Annexed Territory that are not otherwise included within the WUTC Tariff; and

3.2. WMW shall decrease the rates and charges to exclude any taxes, fees, or charges that are included in the WUTC Tariff, but are not applicable to WMW's Collection Services within the Annexed Territory.

**4. Notification of Taxes, Fees, and Other Charges.** If, as a result of the City's annexation of the Annexed Territory, the City imposes any taxes, fees, or charges on WMW's Collection Services within the Annexed Territory, the City shall notify WMW of such taxes, fees, or other charges.

**5. Revisions to WUTC Tariffs.** Nothing in this Agreement is intended to restrict or prohibit WMW from seeking approval from the WUTC for new and/or revised WUTC Tariffs applicable to Solid Waste Collection within its Certificate No. G-237 territory in Snohomish County. In the event that the WUTC approves revisions to WMW's WUTC Tariff, WMW shall adjust the rates and charges applicable to the Collection Services within the Annexed Territory.

**6. Additional Services.** If the City elects to offer additional Solid Waste Collection services to residential and commercial customers within the Annexed Territory, the City shall notify WMW in writing of the additional services requested, and WMW shall have the right to provide such additional services during the Transition Period. If WMW elects to provide such additional services, WMW shall notify the City in writing within THIRTY (30) days of receipt of the City's notice and shall offer such services either

6.1. consistent with the rates under its WUTC Tariff; or

6.2. if WMW does not offer similar services under its WUTC Tariff, pursuant to written agreement between the Parties.

If WMW either (a) notifies the City in writing of its decision not to provide such additional services, or (b) fails to notify the City in writing within THIRTY (30) days of receipt of the City's notice, the City may contract for those services or provide those services itself within the Annexed Territory

**7. Billing.** WMW shall be responsible for billing its residential and commercial customers within the Annexed Territory for the Collection Services. WMW shall bill its customer consistent with the WUTC procedures in WAC 480-70-396 through WAC 480-70-416.

**8. Delinquent Accounts and Refusal of Service.** WMW shall have and retain all rights authorized by law to collect delinquent accounts (as defined WAC 480-70-396), including, but not limited to, the right to cancel Collection Services for any of the reasons under WAC 480-70-376(1). WMW shall have and retain all rights authorized by law to refuse or cancel service to a customer, including the right to refuse or cancel service for any reason under WAC 480-70-366(2).

**9. Collection Service Requirements.** Except as otherwise stated herein or unless inconsistent with any provision herein, WMW shall provide the Collection Services consistent with the requirements of Chapter 480-70 WAC and WMW's WUTC Tariff.

**10. Transition of WMW's Collection Services to City.** After the end of the Transition Period,

10.1. the City shall assume full responsibility for Solid Waste Collection within the Annexed Territory as authorized under RCW 81.77.020, either by contracting for Solid Waste Collection or provide Solid Waste Collection itself;

10.2. unless otherwise agreed to in writing by the Parties, WMW shall have no further obligation or right under this Agreement to provide the Collection Services within the Annexed Territory;

10.3. WMW waives all claims under RCW 35.13.280 to enter into a franchise to continue its Solid Waste Collection business within the Annexed Territory; and

10.4. WMW waives all claims under RCW 35.13.280 to any measurable damages resulting from the cancellation of its Solid Waste Collection business within the Annexed Territory.

Upon request of the City, the Parties shall meet prior to the end of the Transition Period to plan for the transition of the Collection Services within the Annexed Territory. WMW shall cooperate with the City by providing all reasonably necessary information required by the City to allow for an orderly transition of the Collection Services from WMW to the City or its contractor. Such information shall include service account addresses, billing addresses, current service levels, frequency and types of services, customer container sizes, and other similar information requested by the City and reasonably necessary to the transition of service.

**11. Required Notices to WUTC.** The City shall be responsible for submitting any and all notices to the WUTC of its decision to contract for Solid Waste Collection or provide Solid Waste Collection itself within the Annexed Territory pursuant to RCW 81.77.020. As required by WAC 480-70-141(3), WMW shall be responsible for notifying the WUTC that WMW and the City have entered into this Agreement, including submission of this executed Agreement to the WUTC.

**12. Cooperation in Execution of Documents.** The Parties agree cooperate in preparing, executing, and delivering any and all additional documents that may be necessary to render this

Agreement legally and practically effective, provided, however, that this provision shall not require the execution of any document that expands, alters or in any way changes the terms of this Agreement.

**13. Insurance.** WMW shall maintain throughout the term of this Contract the following types of coverage with limits that are required by appropriate regulatory agencies or the following, whichever are greater:

13.1. Minimum Scope of Insurance. WMW shall obtain insurance of the types described below:

(a) Automobile liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

(b) Commercial general liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, personal injury and advertising injury. There shall be no endorsement or modification of the Commercial General Liability Insurance for liability arising from explosion, collapse, or underground property damage. City shall be named as an additional insured under WMW's commercial general liability insurance policy with respect to the work performed for City.

(c) Pollution legal liability covering sudden, nonsudden and accidental occurrences at facilities owned or operated by Contractor; written on a claims made basis

(d) Workers' compensation coverage as required by the industrial insurance laws of the State of Washington.

(e) Commercial Umbrella Liability Insurance. This Umbrella Liability Insurance shall apply above, and be at least as broad in coverage scope, as the Contractor's Commercial General Liability and Automobile Liability Insurance.

13.2. Minimum Amounts of Insurance. WMW shall maintain the following insurance limits:

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

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

(c) Pollution Legal Liability, \$10,000,000 each incident.

(d) Employer's Liability, \$1,000,000 per occurrence.

(e) Commercial Umbrella Liability Insurance with limits of \$5,000,000 each occurrence.

13.3. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for all insurance except workers' compensation:

(a) WMW's insurance coverage shall be primary insurance with respect to City. Any insurance, self-insurance, or insurance pool coverage maintained by City shall be excess of WMW's insurance and shall not contribute with it.

(b) Such coverage and policies shall not be cancelled without providing City thirty (30) days advance written notice.

(c) City shall be named as an additional insured.

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

13.5. Evidence of Coverage. As evidence of the insurance coverages required by this Agreement, WMW shall furnish acceptable insurance certificates to City at the time WMW returns the signed Agreement and, during the remaining term of this Agreement, within a reasonable time after a request for such certificates by the City. The certificate shall specify all of the parties who are additional insureds, and will include applicable policy endorsements. Insuring companies or entities are subject to City acceptance. WMW shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

**14. Indemnification.** WMW shall, at its sole expense, defend, indemnify and hold harmless City and its officers, agents, and employees, from any and all claims, actions, suits, liability, loss, costs, attorney's fees and costs of litigation, expenses, injuries, and damages of any nature whatsoever relating to or arising out of the wrongful or negligent acts, errors or omissions in the Collection Services provided by WMW, WMW's agents, subcontractors, subconsultants and employees to the fullest extent permitted by law, subject only to the limitations provided below.

14.1. WMW's duty to defend, indemnify and hold harmless City shall not apply to liability for damages caused by or resulting from the sole negligence of City or City's agents or employees.

14.2. WMW's duty to defend, indemnify and hold harmless City against liability for damages caused by the concurrent negligence of (a) City or City's agents or employees, and (b) WMW, WMW's agents, subcontractors, subconsultants and employees, shall apply only to the extent of the negligence of WMW, WMW's agents, subcontractors, subconsultants and employees.

14.3. WMW's duty to defend, indemnify and hold City harmless shall include, as to all claims, demands, losses and liability to which it applies, City's personnel-related costs, reasonable attorneys' fees, and the reasonable value of any services rendered by the office of the City Attorney, outside consultant costs, court costs, fees for collection, and all other claim-related expenses.

14.4. WMW specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. These indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefits acts. Provided, that WMW's waiver of immunity by the provisions of this paragraph extends only to claims against WMW by City, and does not include, or extend to, any claims by WMW's employees directly against WMW.

14.5. WMW hereby certifies that this indemnification provision was mutually negotiated.

**15. Force Majeure.** If either Party is prevented from or delayed in performing its duties under this Agreement by circumstances beyond its control, whether or not foreseeable, including, without limitation, fires, typhoons, hurricanes, severe weather, floods, volcanic eruptions, pandemics, quarantines, war, civil disturbances, acts of terrorism, labor disputes, strikes, acts of God, or threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, federal, or provincial government ("Force Majeure"), then the affected Party shall be excused from performance hereunder during the period of such disability. The Party claiming Force Majeure shall promptly notify the other Party when it learns of the existence of a Force Majeure condition and when the Force Majeure condition has terminated. Notwithstanding anything in this Agreement to the contrary, the term "Force Majeure" does not include and a Party shall not be excused from performance under this Agreement for events relating to increased costs, including, without limitation, increased costs of fuel, labor, insurance or other expenses of performing the Services hereunder.

**16. Successors and Assigns.** Neither Party shall assign this Agreement without the prior written consent of the other Party, except that WMW may assign this Agreement to any subsidiary, parent or affiliated company without the other Party's consent. If this Agreement is assigned as provided above, it shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

**17. Notice.** Any notice required or permitted hereunder shall be in writing (including, without limitation, by facsimile transmission) and sent to the address shown below:

If to WMW:	Waste Management of Washington, Inc. <u>720 Fourth Avenue, Suite 400</u> <u>Kirkland, WA 98033-8136</u> Director of Public Sector	If to City:	<u>City of Marysville</u> <u>1049 State Avenue</u> <u>Marysville, WA 98270</u>
Attention:	<u>Solutions</u>	Attention:	<u>Chief Administrative Officer</u>

**18. Alternative Dispute Resolution/Legal Fees.** Any dispute, controversy or claim arising out of or relating to this Agreement, including any question regarding breach, termination or invalidity thereof shall be resolved by arbitration (unless both Parties agree to mediation) in City of Marysville, Washington or such other location as agreed to by the Parties, and in accordance with the American Arbitration Association or Judicial Dispute Resolution rules

which are deemed to be incorporated by reference in this clause. The maximum number of arbitrators shall be one in any claim, suit, action or other proceeding relating in any way to this Agreement or any claims arising out of this Agreement, except as otherwise agreed to by the Parties. Other than mediation costs, in the event any arbitration or legal action is taken by either Party against the other to enforce any of the terms and conditions of this Agreement, it is agreed that the unsuccessful Party to such action shall pay to the prevailing Party therein all court and/or arbitration costs, reasonable attorney's fees and expenses incurred by the prevailing Party.

**19. Entire Agreement; Amendment.** This Agreement constitutes the entire agreement among the Parties concerning the subject matter hereof and supersedes all previous correspondence, communications, agreements and understandings, whether oral or written among the Parties. This Agreement may not be modified, in whole or in part, except upon unanimous approval of the Parties and by a writing signed by all the Parties.

**20. Advice of Counsel.** This Agreement was negotiated at arms-length with each Party receiving advice from independent legal counsel. It is the intent of the Parties that no part of this Agreement be construed against either of the Parties because of the identity of the drafter.

**21. No Third Party Beneficiaries.** This Agreement is made solely and specifically among and for the benefit of the Parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claim hereunder or be entitled to any benefits under or on account of this Agreement, whether as a third party beneficiary or otherwise.

**22. Construction.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision in this Agreement and this Agreement shall be construed as if the invalid illegal, or unenforceable provision had never been contained in it.

**23. Governing Law.** This Agreement, and all amendments or supplements thereto, shall be governed by and construed in accordance with the laws of the State of Washington.

**24. Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

\* \* \*

**IN WITNESS WHEREOF,** the Parties enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the Party on whose behalf it is indicated that the person is signing.

**CITY OF MARYSVILLE**

**WASTE MANAGEMENT OF  
WASHINGTON, INC.**

By: \_\_\_\_\_  
Name: Jon Nehring  
Title: Mayor  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ATTEST**

By: \_\_\_\_\_  
Name: April O'Brien  
Title: Deputy City Clerk

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Name: Jon Walker  
Title: City Attorney

By: \_\_\_\_\_  
Name: Andrew M. Kenefick  
Title: Senior Legal Counsel

Attachment:  
Exhibit A - Ordinance No. 2792

**EXHIBIT A – Ordinance No. 2792**

**CITY OF MARYSVILLE**  
**Marysville, Washington**

**ORDINANCE NO. 2792**

**AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, ANNEXING THE AREA KNOWN AS THE "CENTRAL MARYSVILLE ANNEXATION" INTO THE CITY BY THE INTERLOCAL AGREEMENT METHOD OF ANNEXATION SET FORTH IN RCW 35A.14.460; PROVIDING FOR THE ASSUMPTION OF INDEBTEDNESS AND ZONING REGULATION, PROVIDING FOR NOTICE OF THE ANNEXATION TO BE PUBLISHED, AND PROVIDING FOR THE EFFECTIVE DATE OF THE ANNEXATION.**

WHEREAS, pursuant to RCW 35A.14.460, and Marysville Resolution No. 2251, the Councils of Snohomish County ("County") and the City of Marysville ("City") have initiated an annexation process for the unincorporated territory mapped and legally described in the attached **Exhibit 1** ("territory"), commencing negotiations for an interlocal agreement as provided in Chapter 39.34 RCW, which interlocal agreement describes the boundaries of the territory to be annexed and is attached hereto as **Exhibit 2** ("Agreement"); and

WHEREAS, the territory proposed for annexation is within the Marysville urban growth area designated under RCW 36.70A.110, and at least sixty percent of the boundaries of the territory is contiguous to the City of Marysville; and

WHEREAS, the County and City, on July 13, 2009, held a joint public hearing, before adopting the Agreement and have jointly published the Agreement at least once a week for two weeks before the date of the hearing(s) in one or more newspapers of general circulation within the territory proposed for annexation; and

WHEREAS, the County and City have each approved and executed the Agreement and have complied with all requirements of Ch. 39.34, the Interlocal Cooperation Act; and

WHEREAS, pursuant to RCW 35A.14.001 and Ch. 36.93 RCW, on August 18, 2009, a notice of intention was filed with the Boundary Review Board, and on October 2, 2009, the 45-day review period for the Boundary Review Board expired with no request for review having been filed; and

WHEREAS, the City Council has determined that the annexation ordinance should provide for assumption of outstanding indebtedness and adoption of a proposed zoning regulation; and

WHEREAS, the annexation is exempt from compliance with the State Environmental Policy Act (SEPA) under RCW 43.21C.222, but the City has complied with SEPA with regard to adopting the proposed zoning regulation, which is not exempt from SEPA, by issuing Addendum No. 17 to the Final Environmental Impact Statement for the City of Marysville Comprehensive

Plan, on July 10, 2009, in accordance with WAC 197-11-625; and

WHEREAS, on September 9, 2009 the Marysville Planning Commission held public hearings on the proposed zoning regulation for the Central Marysville Annexation; and

WHEREAS, on September 28, 2009, and on November 2, 2009, the Marysville City Council held public hearings on the proposed zoning regulation, after providing the required public notice, as provided in RCW 35A.14.340, and adopted Ordinance No. 2789, which zoned the annexation area consistent with the Comprehensive Plan; and

WHEREAS, pursuant to RCW 82.14.415, the City Council intends to adopt an ordinance imposing a sales and use tax, to be collected from those persons who are taxable by the state under chapters 82.08 and 82.12 RCW upon the occurrence of any taxable event within the City, based on the Council's determination that the projected cost to provide municipal services to the annexation territory exceeds the projected general revenue that the City would otherwise receive from the annexation territory on an annual basis;

NOW THEREFORE,

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

Section 1. Annexation. The property mapped and legally described in the attached Exhibit 1 is hereby annexed into the City of Marysville pursuant to the interlocal agreement attached hereto as Exhibit 2. The annexation shall be effective on the effective date of this ordinance.

Section 2. Indebtedness. Except for any bonded indebtedness established by Snohomish County, the annexed properties shall be assessed and taxed at the same rate and on the same basis as property in the City of Marysville to pay for outstanding indebtedness at the date of annexation.

Section 3. Zoning Regulation. Said annexed property shall be subject to the City of Marysville Comprehensive Plan and Zoning Code (Title 19 MMC) and shall be designated in the Official Zoning Map as set forth in Ordinance No. 2789.

Section 4. Notice. Notice of the effective date of the annexation, together with a description of the property to be annexed, shall be published at least once each week for two weeks subsequent to passage of this ordinance, in one or more newspapers of general circulation within the City and in one or more newspapers of general circulation within the annexed territory. The notice shall include a statement that the annexation ordinance provides for assumption of outstanding indebtedness and adoption of the zoning regulation.

Section 5. Effective Date and Publication. A summary of this ordinance consisting of its title shall be published in the official newspaper of the City. This ordinance shall take effect at 12:01 a.m. on December 30, 2009.

PASSED by the City Council and APPROVED by the Mayor this 9th day of November, 2009.

CITY OF MARYSVILLE

By: Dennis Kendall  
DENNIS KENDALL, MAYOR

Attest:  
By: Tracy Jeffries  
TRACY JEFFRIES, CITY CLERK

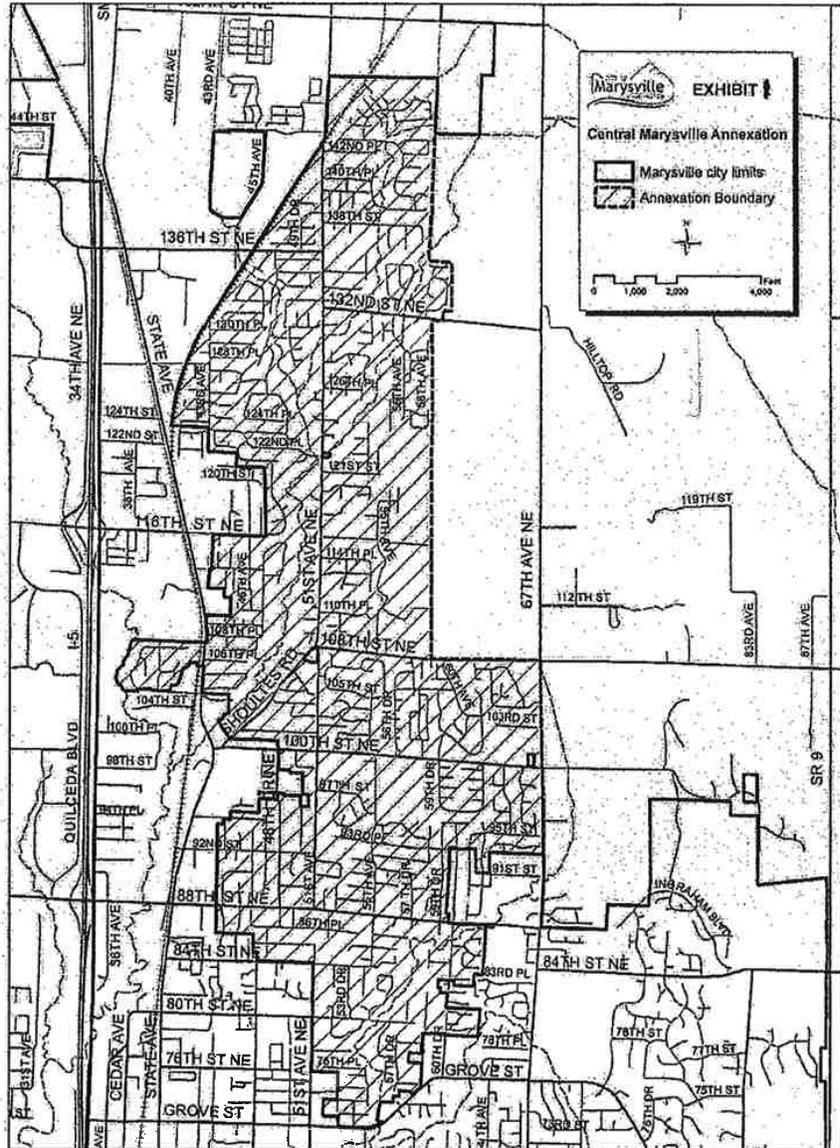
Approved as to form:  
By: Grant K. Weed  
GRANT K. WEED, CITY ATTORNEY

1st Date of Publication: 11/11/09

2nd Date of Publication: 11/18/09

Effective Date: December 30, 2009

### EXHIBIT 1



**CENTRAL MARYSVILLE ANNEXATION**

Beginning at the center of Section 34, Township 31 North, Range 5 East, W.M., said point being on the west boundary of that Annexation approved on May 3, 1999 under the City of Marysville Ordinance No. 2252;

Thence southerly along the quarter section line on the west boundary of said Annexation, Ord. No. 2252 and also the east boundary of the Plat of Timberbrook No. 3 as recorded in Book 33, Page 40, records of Snohomish County, Washington, and also along the east boundary of the Plat of Heather Glen as recorded in Book 28, Page 70, records of Snohomish County, Washington, and also along the east boundary of the Plat of Martinwood as recorded in Book 48, Page 177, records of Snohomish County, Washington, to the north quarter corner of Section 3, Township 30 North, Range 5 East, W.M. and the northeast corner of the Plat of Meadowcreek Park East as recorded in Book 58, Page 241, records of Snohomish County, Washington;

Thence southerly along the east boundary of said plat of Meadowcreek Park East to the southeast corner thereof;

Thence westerly along the south boundary of said plat of Meadowcreek Park East to the northeast corner of the Plat of Shoultes Addition No. 2 as recorded in Book 21, Page 123, Records of Snohomish County, Washington;

Thence southerly along the east boundary of said Plat of Shoultes Addition No. 2 and its southerly extension to a point on the north boundary of the Plat of Heritage as recorded in Book 37, Page 234, Records of Snohomish County, Washington;

Thence easterly along the north boundary of said Plat of Heritage to the northeast corner thereof; Thence southerly along the east boundary of said Plat of Heritage and also along the east boundary of the Plat of Meadow Park as recorded in Book 31, Page 19, Records of Snohomish County, Washington, to the southeast corner of Lot 10 of said Plat of Meadow Park; Thence westerly along the south boundary of said Lot 10 and Lot 9 to the southwest corner of Lot 8 of said Plat of Meadow Park;

Thence southerly along the east boundary of lots 7 and 6 of said Plat of Meadow Park and its southerly extension to the south margin of 132<sup>nd</sup> Street Northeast;

Thence westerly along the south margin of 132<sup>nd</sup> Street Northeast to the east margin of 58<sup>th</sup> Avenue Northeast and also the east boundary of the Plat of Ottercreek Division 2 as recorded under Auditor's File Number 9807225002, Records of Snohomish County, Washington, and also the east line of the southwest quarter of Section 3, Township 30 North, Range 5 East, W.M.;

Thence southerly along the east boundary of said Plat of Ottercreek Division 2 and the east boundary of the Plat of Ottercreek Division 4 as recorded under Auditor's File Number 9811105005, Records of Snohomish County, Washington, to a point on the south line of said Section 3 which point lies 16.52 feet east of the south quarter corner of said Section 3;

Thence westerly along the south boundary of said Plat of Ottercreek Division 4 to the northeast corner of the Plat of Meadows At Two Cedars Division 1 as recorded under Auditor's File Number 200710105334, and the south quarter corner of said Section 3;

Thence southerly along the east boundary of said Plat of Meadows At Two Cedars Division 1 and also along the east boundary of Pacific Meadows Division 2 as recorded under Auditor's File Number 200707115114, and also along the east boundary of the Plat of Pacific Meadows Division 1 as recorded under Auditor's File Number 200707115113, Records of Snohomish County Washington, and also the east line of the northwest quarter of Section 10, Township 30 North, Range 5 East, W.M., to the center of said Section 10;

Thence continue southerly along the quarter section line of said Section 10 to the north margin of 108<sup>th</sup> Street Northeast;

Thence easterly along said north margin of 108<sup>th</sup> Street Northeast to the east margin of 67<sup>th</sup> Avenue Northeast;

Thence southerly along said east margin of 67<sup>th</sup> Avenue Northeast to the northeast corner of that Annexation approved on January 8, 2007 under City of Marysville Ordinance No. 2681, said point being on the easterly projection of the south boundary of the Plat of Cedar Grove as filed under Auditor's File No. 9708205008, Records of Snohomish County, Washington;

Thence westerly along the north boundary of said Annexation and along the said south boundary of the Plat of Cedar Grove to the southwest corner of said Plat, and the northwest corner of said Annexation, being a point on the east boundary of the Plat of Caravelle as recorded in Book 32, Page 89 of Plats, Records of Snohomish County, Washington;

Thence southerly along the west boundary of said Annexation, Ordinance No. 2681, and the east boundary of said Plat of Caravelle, to the north boundary of that Annexation approved on June 15, 1987 under City of Marysville Ordinance No. 1540, being the southeast corner of said Plat of Caravelle;

Thence westerly along the north boundary of said Annexation, Ordinance No. 1540, and the south boundary of said Plat to the east boundary of that Annexation approved on November 1, 2005 under City of Marysville Ordinance No. 2592, being the southwest corner of said Plat of Caravelle;

Thence northerly along the east boundary of said Annexation, Ordinance No. 2592, and the west boundary of said Plat of Caravelle to the northeast corner of said Annexation, being the northeast corner of Lot 37 of the Plat of Roncrest as recorded under Auditor's File Number 1987856, Records of Snohomish County, Washington;

Thence westerly along the north boundary of said Annexation, Ordinance No 2592, to the northwest corner of said Lot 37;

Thence westerly to the southeast corner of Lot 29 of said Plat of Roncrest;

Thence continue westerly along the north boundary of said Annexation being the north margin of 93<sup>rd</sup> Place Northeast to the southwest corner of Lot 15 of said Plat of Roncrest being the northwest corner of said Annexation;

Thence southerly to the northwest corner of Lot 16 of said Plat of Roncrest;

Thence southerly along the westerly lines of Lots 16 through 21 and Lots 44 through 56 of said Plat to the most westerly angle point in Lot 56 of said Plat;

Thence easterly along said Plat line to the most easterly west line of said Lot 56;

Thence southerly along the westerly line of Lots 56 and 57 of said Plat and it's southerly extension to the south margin of 88<sup>th</sup> Street Northeast being the southwest corner of said Annexation;

Thence easterly along the south boundary of said Annexation, Ordinance No. 2592, and the south margin of said 88<sup>th</sup> Street Northeast to the southerly projection of Lot 71 of said Plat of Boncrest, being a corner of that Annexation approved on June 8, 1987 under City of Marysville Ordinance No. 1540;

Thence continue easterly along said south margin of 88<sup>th</sup> Street Northeast to the west line of the southeast quarter of the northeast quarter of Section 22, Township 30 North, Range 5 East, W.M.;

Thence southerly along the west line of said southeast quarter of the northeast quarter and along the west line of said Annexation, Ordinance No. 1540, to the southwest corner of said southeast quarter of the northeast quarter, said point being on the north line of the plat of Cedarcrest Vista East Div. 2 as recorded in Volume 63 of Plats, Page 153, Records of Snohomish County, Washington;

Thence westerly, along the south line of the southwest quarter of the northeast quarter of said Section 22, a distance of 13.20 feet to the southeast corner of the Plat of Mercury Manor, as recorded under Auditor's File No. 2054261, Records of Snohomish County, Washington;

Thence continue westerly, along the south line of said Plat to the northeast corner of the Plat of Hilton's Homesites, as recorded under Auditor's File Number 1281499, Records of Snohomish County, Washington, being the northwest corner of that Annexation approved on August 28, 1989 under City of Marysville Ordinance No. 1714;

Thence southerly along the east line of said Plat and along the west line of said Annexation to the southeast corner of said Plat;

Thence westerly, along the south line of said Plat and along the northerly line of that Annexation approved on July 26, 2004 under City of Marysville Ordinance No. 2534, to the southeast corner of Lot 12 of said Plat;

Thence northerly along the east line of said Lot 12 and along said Annexation boundary to the northeast corner of said Lot 12;

Thence westerly along the north line of said Lot 12 and its westerly projection and along said Annexation boundary to the east line of Lot 6, Block 1 of the Plat of Kellogg Marsh Five Acre Tracts, as recorded in Volume 10 of Plats, Page 16, Records of Snohomish County, Washington;

Thence southerly along the east line of said Lot 6, Block 1, to the south line of the north 185 feet of said Lot 6;

Thence westerly parallel with the north line of said Lot 6 and along said Annexation boundary to the northwest corner of Short Plat No. PFN 02-110373 SP as recorded under Auditor's File Number 200402205232, Records of Snohomish County, Washington;

Thence southerly along the west line of said Short Plat and along the west line of said Annexation to the southwest corner of said Short Plat;

Thence easterly along the south line of said Short Plat and along the north line of Lot 5, Block 1 of said Plat of Kellogg Marsh Five Acre Tracts to the west line of the east 190 feet of said Lot 5, Block 1;

Thence southerly parallel with the east line of said Lot 5 to the north line of the south 75 feet of the north half of said Lot 5;

Thence easterly along said line and along said Annexation boundary to the east line of said Lot 5;

Thence southerly along the east line of Lot 5 and Lot 4 of said Plat and along the west line of that Annexation approved on July 9, 2001 under City of Marysville Ordinance No. 2380 to the westerly projection of the north line of the Plat of Heritage Place as recorded in Volume 45 of Plats, Page 208, Records of Snohomish County, Washington, also being the southwest corner of said Annexation;

Thence easterly along the north line of said Plat and its westerly projection and along the south line of said Annexation to the northeast corner of said Plat;

Thence southerly along the east line of said Plat and the east line of the Plat of Sau-turn as recorded under Auditor's File Number 12553950, Records of Snohomish County, Washington, and along the westerly line of that Annexation approved on October 22, 1990 under City of Marysville Ordinance No. 1803 to the southeast corner of said Plat of Sau-turn;

Thence westerly along the south line of said Plat and along the northerly line of that Annexation approved on September 14, 1992 under City of Marysville Ordinance No. 1905 to the east line of Lot 2, Block 1, of said Plat of Kellogg Marsh Five Acre Tracts being the northwest corner of said Annexation;

Thence northerly along the east line of said Lot 2, Block 1 to the northeast corner of said Lot 2 being the northeast corner of that Annexation approved on September 13, 2004 under City of Marysville Ordinance No. 2536;

Thence westerly along the north line of said Lot 2 and its westerly projection and along the north line of said Annexation to the northerly projection of the east line of Lot 7 of the Plat of Robertson Addition as recorded in Volume 15 of Plats, Page 108, Records of Snohomish County, Washington, and the northwest corner of said Annexation;

Thence southerly along the east lines of Lot 7 and Lot 8 of said Plat and their northerly projections and along the west line of said Annexation to the southeast corner of said Lot 8;

Thence easterly along the easterly projection of the south line of said Lot 8 to the west line of said Plat of Kellogg Marsh Five Acre Tracts;

Thence southerly along the west line of said Plat to the south line of the north 79.00 feet of the north half of the north half of the southeast quarter of the southeast quarter of the southwest quarter of said Section 22, also being the northeast corner of that Annexation approved on April 25, 2005 under City of Marysville Ordinance No. 2577;

Thence westerly along the south line of the said north 79.00 feet and along the north line of said Annexation to the west line of the east half of the north half of the southeast quarter of the southeast quarter of the southwest quarter of said Section 22, and the northwest corner of said Annexation;

Thence southerly along said west line and the west line of said Annexation to the south line of the north half of the southeast quarter of the southeast quarter of the southwest quarter of said Section 22, and the southwest corner of said Annexation;

Thence easterly along said south line and along the south line of said Annexation to the southeast corner of said north half and the southeast corner of said Annexation also being the west line of said Plat of Kellogg Marsh Five Acre Tracts;

Thence southerly along said west line and along the west line of said Annexation No. 2536 to the southwest corner of said Plat, also being the northwest corner of the northeast quarter of said Section 27;

Thence southerly along the west line of said northwest quarter and along the west line of that Annexation approved on May 14, 1984 under City of Marysville Ordinance No. 1358, to the northerly margin of Armar Road (Grove Street);

Thence southwesterly along said northerly margin to the most southerly corner of Lot 19 of the Plat of Linnihan Addition as recorded in Volume 14 of Plats, Page 48, Records of Snohomish County, Washington;

Thence northwesterly along the southwesterly line of said Lot 19 and along the northerly line of that Annexation approved on September 14, 1992 under City of Marysville Ordinance No. 1906, to the most westerly corner of said Lot 19;

Thence westerly along the south line of said Plat and along the northerly line of said Annexation to the northwest corner of Lot 9 of the Plat of Grove Court Phase 2 as recorded under Auditor's File Number 9602125002, Records of Snohomish County, Washington;

Thence southerly along the west line of said Plat 140.00 feet;

Thence westerly along the north line of Lot 8 of said Plat and along the north line of the Plat of Grove Court Phase 1, as recorded under Auditor's File Number 9410255002, Records of Snohomish County, Washington and along the northerly line of said Annexation to the northwest corner of Lot 3 of said Plat;

Thence southerly along the west line of said Lot 3 to the southeast corner of Lot 6 of the Plat of Allen Creek Addition as recorded under Auditor's File Number 1177815, Records of Snohomish County, Washington;

Thence westerly along the south line of said Lot 6 and along said Annexation line to the northwest corner of that Short Plat No. SP PA 9710028, as recorded under Auditor's File Number 200006225006, Records of Snohomish County, Washington;

Thence southerly along the west line of said Short Plat and along the westerly line of said Annexation to the southwest corner of Tract 999 of said Short Plat;

Thence northeasterly, southeasterly and easterly along the south line of Tract 999 and Lot 1 of said Short Plat and along said Annexation line to the northerly margin of Armar Road (Grove Street);

Thence westerly along said northerly margin to the east margin of 53<sup>rd</sup> Avenue Northeast;

Thence northerly along said east margin and along the east line of that Annexation approved on May 11, 1981 under City of Marysville Ordinance No. 1192, to the easterly projection of the south line of Lot 6 of the Plat of Sutherland Half Acre Tracts as recorded in Volume 12 of Plats, Page 6, Records of Snohomish County, Washington;

Thence westerly along the south line of said Lot 6 and its easterly projection and along said Annexation line to the southwest corner of said Lot 6;

Thence northerly along the west line of Lots 1 through 6 of said Plat and along said Annexation line to the northwest corner of said Lot 1;

Thence easterly along the north line of said Lot 1 and said Annexation line to the southeast corner of Lot 7 of the Plat of Kanikeberg Homesites as recorded in Volume 14 of Plats, Page 116, Records of Snohomish County, Washington;

Thence northerly along the east line of said Plat and its northerly projection and along said Annexation line to the north line of the northwest quarter of said Section 27;

Thence westerly along said north line and along said Annexation line to the east margin of 51<sup>st</sup> Avenue Northeast;

Thence northerly along said east margin and along the east line of said Annexation and along the east line of that Annexation approved on April 12, 2004 under City of Marysville Ordinance No. 2510 to the intersection of the north margin of 84<sup>th</sup> Street Northeast and the northerly projection of the east margin of 51<sup>st</sup> Avenue Northeast, being the northeast corner of said Annexation, Ordinance No. 2510;

Thence westerly along said north margin of 84<sup>th</sup> Street Northeast and the north line of said Annexation to the southeast corner of Lot 6 of the Plat of Marysville Garden Tracts, as recorded in Volume 11 of Plats, Page 73, Records of Snohomish County, Washington, also being the southeast corner of that Annexation approved on October 10, 1994 under City of Marysville Ordinance No 2006;

Thence northerly along the east line of said Lot 6 and the east line of said Annexation to the northeast corner of said Lot 6 and said Annexation;

Thence westerly along the north line of said Lot 6 and said Annexation to the northwest corner of said Lot 6 and said Annexation, also being the east line of the Plat of Maple Place as recorded under Auditor's File Number 9212045006, Records of Snohomish County, Washington;

Thence northerly along the east line of said Plat of Maple Place and along the east line of that Annexation approved on December 4, 1989 under City of Marysville Ordinance No. 1745, to the northeast corner of said Plat and said Annexation;

Thence westerly along the north line of said Plat and said Annexation to the northwest corner of said Plat and said Annexation;

Thence continue westerly along the south line of the Plat of Maravilla Estates, as recorded under Auditor's File Number 2240572, Records of Snohomish County, Washington, and the south line of the Plat of Aloha Park, as recorded under Auditor's File Number 1956851, Records of Snohomish County, Washington, and along the north boundary of that Annexation approved on February 24, 1997 under City of Marysville Ordinance No. 2118 to the southwest corner of said Plat of Aloha Park;

Thence northerly along the west line of said Plat and along the east line of that Annexation approved on July 14, 1975 under City of Marysville Ordinance No. 866, to the north margin of 88<sup>th</sup> Street Northeast and also the southeast corner of that Annexation approved on February 22, 1982 under City of Marysville Ordinance No. 1223, being the southwest corner of the plat of University Estates as recorded in Volume 28 of Plats, Page 71, Records of Snohomish County, Washington;

Thence continue northerly along the west line of said Plat and its northerly projection and along the west line of the plat of Miller Addition as recorded in Volume 14 of Plats, Page 100, Records of Snohomish County, Washington, to the south line of the Plat of Wadehaven Div. No. 1, as recorded in Volume 15 of Plats, Page 16, Records of Snohomish County, Washington;

Thence easterly along said south line of said Plat of Wadehaven Div. No. 1 to the west margin of 44<sup>th</sup> Drive Northeast;

Thence northerly along said west margin of 44<sup>th</sup> Drive Northeast to the south margin of 94<sup>th</sup> Place Northeast;

Thence easterly along said south margin of 94<sup>th</sup> Place Northeast to the southerly projection of the east line of Lot 2 of the plat of Wadehaven Div. No. 2 as recorded in Volume 16 of Plats, Page 82, Records of Snohomish County, Washington;

Thence northerly along the east line of said Lot 2 and its southerly projection to the northeast corner of said Lot 2;

Thence easterly along the said north line of said Plat of Wadehaven Div. No. 2 to the northeast corner thereof;

Thence northerly along the east line of the plat of State Avenue East as recorded in Volume 56 of Plats, Page 257, Records of Snohomish County, Washington to the northwest corner of the south 30 feet of Lot 6 of the Plat of Palmer Tracts, as recorded in Volume 14 of Plats, Page 94, records of Snohomish County, Washington;

Thence easterly along the north line of said south 30 feet and its easterly projection to the east margin of 48<sup>th</sup> Drive Northeast;

Thence northerly along said east margin of 48<sup>th</sup> Drive Northeast to the north line of the south 40 feet of Lot 8 of said Plat of Palmer Tracts;

Thence easterly along the said north line to the northeast corner of the west 150 feet of said south 40 feet;

Thence southerly for 40 feet to the north line of Lot 7 of said Plat of Palmer Tracts;

Thence easterly for 380 feet to the west margin of 50<sup>th</sup> Avenue Northeast;

Thence southerly along the said west margin to the westerly extension of the south line of Lot 10 of the Plat of Mountain View Acres, as recorded in Volume 12 of Plats, Page 35, Records of Snohomish County, Washington;

Thence easterly along the said south line and its westerly extension to the southeast corner of that Snohomish County Short Plat, SP 02-107972SP, as recorded under Auditor's File No. 200507205002, Records of Snohomish County, Washington, said point being also the southeast corner of that Annexation approved on April 26, 2004 under City of Marysville Ordinance No. 2516;

Thence northerly and westerly along the east boundary of said Short Plat to the northeast corner of said Short Plat and also the northeast corner of said Annexation;

Thence westerly along the north line of said Short Plat to the east margin of 50<sup>th</sup> Avenue Northeast and the east boundary of said Annexation, Ordinance No. 2388;

Thence northerly along said east margin of 50<sup>th</sup> Avenue to the northeast corner of said Annexation being the northeast corner of Lot 9 of that City of Marysville Short Plat 04-001, as recorded under Auditor's File No. 200506295351, Records of Snohomish County, Washington;

Thence westerly along the north boundary of said Short Plat to the northwest corner of Lot 6 of said Short Plat, being on the east line of Lot 12 of the Plat of Palmer Tracts as recorded in Volume 14 of Plats, Page 94, Records of Snohomish County, Washington, and also an angle point of the boundary of said Annexation, Ordinance No. 2388;

Thence northerly along the said east line to the northeast corner of said Lot 12 and said Annexation; Thence westerly along the north line of said Lot 12 and said Annexation to the east margin of 48<sup>th</sup> Drive Northeast and also the east boundary of that Annexation approved on June 27, 1988 under City of Marysville Ordinance No. 1619;

Thence northerly along said east margin of 48<sup>th</sup> Drive Northeast and its northerly extension and along the east boundary of that Annexation approved May 11, 1987 under City of Marysville Ordinance No. 1536 to the north margin of 100<sup>th</sup> Street Northeast;

Thence westerly along said north margin of 100<sup>th</sup> Street Northeast to the southeast corner of that Annexation approved on May 1, 2004 under City of Marysville Ordinance No. 2515, also being a point on the east-west centerline of Section 16, Township 30 North, Range 5 East, W.M. lying 899.92 feet west of the east quarter corner of said Section;

Thence northerly 188.00 feet to the northeast corner of said Annexation, being the northeast corner of Tax Lot 1-095, a point 6.00 feet south of and 180 feet east of the northeast corner of Snohomish County Short Plat ZA 90007361SP, as recorded under Auditor's File No. 9207160236, Records of Snohomish County, Washington;

Thence westerly along the north boundary of said Annexation 180.00 feet to a point on the east line of said Snohomish County Short Plat;

Thence northerly 6.00 feet to the northeast corner of said Short Plat;

Thence westerly along the north line of said Short Plat and its westerly projection to the northwest corner of that Short Plat PFN 98-108562, as recorded under Auditor's File No. 20020116, Records of Snohomish County, Washington, and also the northeast corner of said Annexation, Ordinance No. 1223;

Thence continue westerly along a line 194 feet north of said center of section line to the centerline of Shoultes Road;

Thence northwesterly along the northeast lines of Tax Lots 1-025 and 1-026 a distance of 160 feet, more or less, as referenced in said Annexation, to the centerline of Quilceda Creek and the east boundary of that Annexation approved on June 22, 1992 under City of Marysville Ordinance No. 1896;

Thence northeasterly along said centerline of Quilceda Creek a distance of 320 feet, more or less, to a point on the west line of the east 120 feet of the west half of the southwest quarter of the northeast quarter of said Section 16;

Thence north along said west line a distance of 445 feet, more or less, to a point on the north line of said southwest quarter lying 545 feet east of the northwest corner of said southwest quarter;

Thence west along said north line a distance of 640 feet, more or less, to a point on the east margin of State Avenue;

Thence northerly along said east margin a distance of 666.46 feet to the northwest corner of the Plat of Quilceda Park No. 2 as recorded in Volume 24, Page 12 of Plats, Records of Snohomish County, Washington;

Thence west to a point on the west margin of the Burlington Northern Railroad right of way lying 666.46 feet north of the south line of the northeast quarter of the northwest quarter of said Section 16;

Thence northerly along said west margin of the Burlington Northern Railroad right of way a distance of 85 feet, more or less, to a point lying 495 feet south of the north line of said Section 16;

Thence west parallel with said north line a distance of 184.32 feet, more or less, to the northeast corner of Lot 12, Block 3 of the Replat of Hidden Lake Estates as recorded in Volume 34, Page 40 of Plats, Records of Snohomish County, Washington;

Thence southwesterly along the east line of said Replat of Hidden Lake Estates to the southeast corner of Lot 2, Block 3 of said Replat, said point being on the north margin of 104<sup>th</sup> Street Northeast;

Thence westerly along said north margin for 426 feet, more or less, to the west line of the southeast quarter of the northwest quarter of said Section 16;

Thence northerly to the southeast corner of Lot 26 of the plat of Indian Creek Estates as recorded in Volume 37 of Plats, Page 175, Records of Snohomish County, Washington, and the north margin of said 104<sup>th</sup> Street Northeast;

Thence westerly along said north margin for 333.05 feet to a point of curvature on the south line of Lot 23 of said Plat;

Thence southerly to a point on the north line of the southwest quarter of the northwest quarter of said Section 16, which point being a point of curvature on the south margin of said 104<sup>th</sup> Street Northeast;

Thence westerly along said north line for 309.25 feet to a point on the centerline of the West Fork of Quilceda Creek, also known as Indian Creek;

Thence northerly along said centerline of Indian Creek to the northwest corner of said Plat of Indian Creek Estates, said point being on the north line of said Section 16;

Thence easterly along said north line to the east margin of State Avenue;

Thence northwesterly along said east margin of State Avenue to a point on the north line of the south half of the southeast quarter of the southwest quarter of Section 9, Township 30 North, Range 5 East, W.M., and the southwest corner of that Annexation approved September 12, 2005 under City of Marysville Ordinance No. 2593;

Thence easterly along the said north line and the south line of said Annexation to the southwest corner of Lot 7 of the plat of Northwood Park as recorded in Volume 24 of Plats, Page 85, Records of Snohomish County, Washington, and the southeast corner of said Annexation;

Thence northerly along the west line of said plat of Northwood Park to the northwest corner of Lot 10 of said plat and a point on the south line of Snohomish County Short Plat ZA9305109SP as recorded under Auditor's File No 9807025010, Records of Snohomish County, Washington;

Thence westerly along said south line to the southwest corner of said Short Plat;

Thence northerly along the west line of said Short Plat to the northwest corner of said Short Plat and a point on the north line of the southwest quarter of the southeast quarter of said Section 9;

Thence westerly along said north line to the westerly right of way margin of the Marysville-Arlington Railroad (abandoned), and a point on the east line of the plat of Webbs Homesites as recorded in Volume 15 of Plats, Page 96, Records of Snohomish County, Washington;

Thence northerly along said east line of said Plat to the northeast corner thereof and the northeast corner of said Annexation, Ordinance No. 2953, being a point on the south line of that Annexation approved on November 4, 1996 under City of Marysville Ordinance No. 2097, and also a point on the south margin of 113<sup>th</sup> Street Northeast;

9.

Thence easterly along said south margin to the southeast corner of said Annexation, and a point on the east margin of said Marysville-Arlington Railroad right of way;

Thence northerly along the east boundary of said Annexation and said right of way to a point on the south margin of 116<sup>th</sup> Street Northeast;

Thence easterly along said south margin of 116<sup>th</sup> Street Northeast and along the south boundary of said Annexation and along the south boundary of that Annexation approved on July 1, 2005 under City of Marysville Ordinance No. 2586, and along the south boundary of that Annexation approved on November 1, 2005 under City of Marysville Ordinance No. 2599, to the southeast corner of said Annexation, Ordinance No. 2599, being a point on the said south margin of 116<sup>th</sup> Street at the northeast corner of Lot 1 of the plat of Whitson's Homesites as recorded under Auditor's File No. 1721088;

Thence northerly along the projection of the east line of said Lot 1 to the north line of the southeast quarter of Section 9, Township 30 North, Range 5 East, W.M.;

Thence easterly along said north line to the southwest corner of the plat of Sherwood Forest as recorded in Volume 29 of Plats, Page 59, Records of Snohomish County, Washington;

Thence northerly along the east boundary said Annexation and the west line of said Plat to the northeast corner of said Annexation being the northwest corner of Lot 7 of the plat of Michael Acres as recorded in Volume 30 of Plats, Page 27, Records of Snohomish County, Washington;

Thence westerly along the south line of Lots 9 through 17 of said Plat to the southwest corner of Lot 17 of said Plat;

Thence northerly along the west line of said Plat to the northwest corner of said Lot 17, being on the north line of the south half of the north half of the northeast quarter of said Section 9;

Thence westerly along said north line to the west line of the north half of the northeast quarter of said Section 9 and a point on the east boundary of that Annexation approved on December 13, 1995 under City of Marysville Ordinance No. 2056, said point being the southwest corner of Lot 61 of the plat of Whispering Firs as recorded in Volume 29 of Plats, Page 48, Records of Snohomish County, Washington, and also a point on the east line of the plat of Strawberry Vista as recorded in Volume 55 of Plats, Page 223, Records of Snohomish County, Washington;

Thence northerly along the east boundary of said Annexation and said Plat of Strawberry Vista to the southeast corner of Lot 38 of the Plat of Walter's Manor No. 4 as recorded in Volume 38 of Plats, Page 100, Records of Snohomish County, Washington and the northeast corner of Lot 21 of said Plat of Strawberry Vista, and the northeast corner of said Annexation;

Thence westerly along the south line of said Plat of Walters's Manor and its westerly projection to a point on the northwesterly margin of the Burlington Northern Railroad Right of Way, said point being 65.95 feet south of the north line of the northwest quarter of Section 9, Township 30 North, Range 5 East, W.M.;

Thence northeasterly along the northwesterly margin of said Burlington Northern right of way and the east boundary of that Annexation, approved on November 4, 1992 under City of Marysville Ordinance No. 1910, and the east boundary of that Annexation approved on September 30, 1999 under City of Marysville Ordinance No. 2276, to its intersection with the east margin of 51<sup>st</sup> Avenue Northeast;

Thence northerly along said east margin of 51<sup>st</sup> Avenue Northeast to its intersection with the east-west centerline of Section 34, Township 31 North, Range 5 East, W.M.;

Thence easterly along said east-west centerline to the center of said Section 34, Township 31 North, Range 5 East, W.M., and the point of beginning.

Except that portion of City of Marysville city limits as described in that Annexation approved on March 25, 1996 under City of Marysville Ordinance No. 2064 described as follows: Beginning at the intersection of the east line of Shoultes Road and the south line of the north half of the northwest quarter of the northwest quarter of section 10, Township 30 North, Range 5 East, W.M., thence north along said Shoultes Road for 100 feet;

Thence east parallel to said south line to the thread of Sisco Creek;

Thence south 100 feet, more or less, to the south line of said north half of the northwest quarter of the northwest quarter;

Thence west along said south line to the point of beginning;

And except that portion of City of Marysville city limits as described in that Annexation approved on March 25, 1996 under City of Marysville Ordinance No. 2065 described as follows: Beginning 20 feet north and 177.65 feet west of the southeast corner of the northeast quarter of Section 15, Township 30 North, Range 5 East, W.M., thence west 147.65 feet;

Thence north 295.3 feet;

Thence east 147.65 feet;

Thence south 295.3 feet to the point of beginning;

And except that portion of City of Marysville city limits as described in that Annexation approved on July 9, 2001 under City of Marysville Ordinance No. 2379 described as follows: Beginning at the northeast corner of Section 16, Township 30 North, Range 5 East, W.M.;

Thence South  $0^{\circ}00'00''$  West along the east line of said Section 16 a distance of 15.01 feet to the southerly right of way line of 108<sup>th</sup> Street Northeast, said right of way line being 15 feet southerly of and parallel with the north line of said Section 16, said point being the true point of beginning;

Thence continuing South  $0^{\circ}00'00''$  West 350.59 feet along said east line;

Thence North  $90^{\circ}00'00''$  West 151.53 feet;

Thence North  $71^{\circ}00'00''$  West 203.89 feet to the easterly right of way line of Shoultes Road, said right of way line being 30 feet southeasterly of the centerline of Shoultes Road when measured at right angles to said centerline;

Thence North  $39^{\circ}54'22''$  East 374.10 feet along said easterly right of way to the southerly right of way line of said 108<sup>th</sup> Street Northeast;

Thence South  $88^{\circ}28'58''$  East 104.35 feet along said southerly right of way to the east line of said Section 16 and the true point of beginning.

All situate in the County of Snohomish, State of Washington.

## EXHIBIT 2

CONFIRMED COPY  
 200907280020 16 PGS  
 07/28/2009 8:12am \$0.00  
 SNOHOMISH COUNTY, WASHINGTON

After Recording Return to:

Assistant Clerk  
 Snohomish County Council  
 3806 Rockefeller, M/S 609  
 Everett, WA 98201

Agencies: Snohomish County and City of Marysville  
 Tax Account No.: N/A  
 Legal Description: N/A  
 Reference No. of Documents Affected: Interlocal Recorded at AP# \_\_\_\_\_  
 Filed with the Auditor pursuant to RCW 39.34.040  
 Documents Title:

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARYSVILLE AND  
 SNOHOMISH COUNTY PROVIDING FOR THE ANNEXATION TO THE CITY OF THE  
 AREA KNOWN AS THE "CENTRAL MARYSVILLE ANNEXATION" PURSUANT TO  
 RCW 35A.14.460**

**1. PARTIES**

This interlocal agreement ("Agreement") is made by and between the City of Marysville ("City"), a Washington municipal corporation, and Snohomish County ("County"), a political subdivision of the State of Washington, collectively referred to as the "Parties," pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act) and RCW 35A.14.460.

**2. PURPOSE**

2.1 Primary purpose. The primary purpose of this Agreement is to set forth the terms of the Parties' agreement to the annexation ("Annexation") to the City of territory located within the Central Marysville Annexation area, which area is referred to herein as the "Annexation Area," pursuant to RCW 35A.14.460. The territory included in the Annexation Area is depicted in Exhibit A to this Agreement, incorporated herein by this reference.

2.2. Orderly transition of services and capital projects. The City and County recognize the need to facilitate an orderly transition of services and capital projects from the County to the City at the time of the Annexation.

**3. GENERAL AGREEMENT REGARDING ANNEXATION**

3.1 Inapplicability of Master Annexation ILA. The Parties recognize the existence of that certain *Interlocal Agreement Between the City of Marysville and Snohomish County Concerning Annexation and Urban Development Within the Marysville*

Interlocal Agreement Between the City of Marysville and  
 Snohomish County Providing for the Annexation to the City  
 of the Area Known as the "Central Marysville Annexation" Pursuant  
 to RCW 35A.14.460

Central Marysville Annexation ILA Final 6-10-09  
 Page 1 of 16

*Urban Growth Area*, effective June 30, 1999, and recorded under Auditor's File # 199908230669 ("Master Annexation ILA"), that addresses certain actions related to annexation. Since the Parties hereto entered into the Master Annexation ILA, the Legislature has authorized an additional method of annexation (annexation by interlocal agreement) pursuant to RCW 35A.14.460. Notwithstanding anything to the contrary that may be contained in the Master Annexation ILA, the Parties agree and intend that the Master Annexation ILA shall have no applicability, force or effect with respect to the Annexation contemplated herein. Instead, the Annexation shall be governed by the terms of this Agreement which is entered into pursuant to RCW 35A.14.460.

- 3.2 Snohomish County Tomorrow Annexation Principles. The County and the City intend that this Agreement be interpreted in a manner that furthers the objectives articulated in the Snohomish County Tomorrow Annexation Principles. For the purpose of this Agreement, the Snohomish County Tomorrow Annexation Principles means that document adopted by the Snohomish County Tomorrow Steering Committee on February 28, 2007, and supported by the Snohomish County Council in Joint Resolution No. 07-026 passed on September 5, 2007. The Snohomish County Tomorrow Annexation Principles are attached to this Agreement as Exhibit B, and incorporated herein by this reference.
- 3.3 Annexation approval. The City and County agree that following execution of this Agreement, the City shall pursue the Annexation of territory described in Exhibit A by adoption of an ordinance pursuant to RCW 35A.14.460(4).
- 3.4 City to adopt County codes and ordinances. The City agrees to adopt by reference the County codes and ordinances listed in Exhibit C of this Agreement solely for the purpose of allowing the County to process and complete permits and fire inspections in the Annexation Area. Adoption of the County's codes by the City in no way affects projects applied for under the City's jurisdiction. The County shall be responsible for providing copies of all the codes and ordinances listed in Exhibit C of this Agreement, in addition to all the updates thereto, to the Marysville City Clerk, so that the City Administrative Services Director may maintain compliance with RCW 35A.12.140.
- 4. GROWTH MANAGEMENT ACT ("GMA") AND LAND USE**
- 4.1 Urban density requirements. Except as may be otherwise allowed by law, the City agrees to adopt land use designations and zones for the Annexation Area that will accommodate within its jurisdiction the population and employment allocation assigned by the County under the GMA for the City and the Annexation Area as established in Appendix B of the Countywide Planning Policies for Snohomish County. Nothing in this Subsection 4.1 shall be deemed as a waiver of the City's right to appeal the assignment of such population and employment allocation under the GMA.

- 4.2 Wetland mitigation sites and habitat projects. The City and County share a commitment to ensure the success of wetland mitigation sites and habitat improvement projects. The City and County agree that both jurisdictions will benefit from the maintenance and monitoring of wetland mitigation sites and habitat improvement projects. The City and County agree to enter into an agreement prior to the effective date of the Annexation to determine responsibility and costs for maintenance and monitoring for the mitigation sites and habitat improvement project located at 51<sup>st</sup> Avenue NE and 100<sup>th</sup> Street NE.

## 5. TRANSFER OF PERMITS IN PROCESS BY THE COUNTY

- 5.1 Permit processing. The County agrees to continue processing both building and major development permit applications in the Annexation Area for which complete applications were filed before the effective date of the Annexation, as provided below.
- 5.2 Building permits issued within four months of annexation. The County shall continue to process through completion building permits in the Annexation Area under County code and permit requirements for which it received a complete permit application prior to the effective date of the Annexation and for which a building permit is issued within four months of the effective date of Annexation. In addition, the County shall accept, process, and conduct inspections for any associated permits for which it receives an application through completion. For the purposes of this Agreement, "associated permits" means mechanical, plumbing, and sign permits for the building being permitted. For the purposes of this Agreement, "completion" means final administrative or quasi-judicial approvals, including final inspection and issuance of an occupancy permit. The County shall be responsible for defending any administrative, quasi-judicial or judicial appeals of building permits issued by the County in the Annexation Area.
- 5.3 Building permit applications not issued within four months after annexation. The County shall continue to process permit applications (exclusive of major development permits as defined in Section 5.4) in the Annexation Area under the County code and permit application requirements for which it received a complete permit application prior to the effective date of the Annexation, for up to four months following the effective date of the Annexation. Four months following the effective date of the Annexation, permit application processing responsibility will be transferred to the City if a permit has not been issued. Alternatively, the City may request the County to transfer pending building permit applications upon receipt of a written request by the permit applicant. The County will contact applicants for pending permit applications to provide advance notification of the transfer date. The City will honor any intermediate approvals (such as building plan check approval) which are effective prior to transfer of the permit application. Extension of intermediate approvals following the Annexation must be approved by the City following consultation with County staff.

- 5.4 Major development permits. The County shall continue to process to completion any major development permits in the Annexation Area for which it received a complete permit application prior to the effective date of the Annexation. "Major development permits" is defined as: non- single family building permits for structures greater than 4,000 square feet in size, subdivisions, Planned Residential Developments, short subdivisions, conditional uses, special uses, rezones, shoreline substantial development permits and variances. "Processing to completion" shall be to the end of a review process that was commenced by the County prior to the effective date of the Annexation. The term "review process" is defined as follows for a subdivision: preliminary plat approval, plat construction plan approval, inspection and final plat processing. Final plats shall be transmitted to the City for City Council acceptance of dedication of right-of-way or other public easements, if dedication occurs after the effective date of the Annexation. The County shall be responsible for defending any administrative, quasi-judicial or judicial appeals of major development permits issued by the County in the Annexation Area.
- 5.5 Permit renewal or extension. Any request to renew a building permit or to renew or extend a major development permit issued by the County prior to the effective date of the Annexation which is received after the effective date of the Annexation shall be made to and administered by the City.
- 5.6 Land use code enforcement cases. Any pending land use code enforcement cases in the Annexation Area shall be transferred to the City on the effective date of the Annexation. Any further action in those cases will be the responsibility of the City. The County agrees to make its employees available as witnesses at no cost to the City if necessary to prosecute transferred cases.
- 5.7 Enforcement of County conditions. Following the effective date of the Annexation, the City agrees to enforce any conditions imposed by the County relating to the issuance of a building or major development permit in the Annexation Area. Any performance or other bonds held by the County to guarantee performance or completion of work associated with the issuance of a permit shall be transferred to the City along with responsibility for enforcement of condition tied to said bonds. The County agrees to make its employees available to provide assistance in areas involving enforcement of conditions on permits originally processed by County personnel, at no cost to the City.
- 5.8 Proportionate share of application fees. The City and County shall proportionately share the permit application fees for any transferred cases. The County shall transfer a proportionate share of the application fee collected to the City, commensurate with the amount of work left to be completed on the permit. The City may also request transfer for permit responsibility upon receipt of a written request by the permit applicant.

## 6. RECORDS TRANSFER

The City Clerk or designee, at his or her discretion, shall either take custody of or copy relevant County records prior to and following the Annexation. County records to be transferred or copied will include, but are not limited to, records from The Departments of Public Works and Planning and Development Services, including all permit records and files, inspections reports and approved plans, approved zoning files, code enforcement files, fire inspection records, easements, plats, data bases for land use, drainage, street lights, streets, regulatory and animal license records, and any available data on the location, size and condition of utilities, and other items identified during the transfer process. Transfer of County records will be subject to the *Interlocal Agreement Between the City and the County Concerning Transfer, Custody, Retention and Access of Public Records Following Annexation*, effective August 25, 1999, and recorded under Auditor's File # 199910200573.

## 7. ROADS

- 7.1 Reciprocal impact mitigation. The City and County have agreed to mutually enforce each other's traffic mitigation ordinances and policies to address multi-jurisdictional impacts under the terms and conditions provided in the *Interlocal Agreement Between Snohomish County and the City of Marysville on Reciprocal Mitigation of Transportation Impacts*, effective July 1, 1999, and recorded under Auditor's File # 199907020618. The Parties also may enter into an additional agreement that addresses implementation of common MUGA development standards (including access and circulation requirements), level of service standards, concurrency management systems, and other transportation planning issues.
- 7.2 88th Street NE corridor capacity improvements. The City and County agree that both jurisdictions will benefit from the construction of capacity improvements to the 88<sup>th</sup> Street NE Corridor between State Avenue and 67<sup>th</sup> Avenue NE, whether it lies within the City's corporate limits or remains in unincorporated Snohomish County. The City and County agree to coordinate and cooperate on these improvements. The process and details for coordination will be addressed within a separate agreement.
- 7.3 51<sup>st</sup> Avenue NE intersection improvements. The County is currently in the construction phase of intersection improvements to the intersection of 51<sup>st</sup> Avenue NE and 100<sup>th</sup> Street NE and to the intersection of 51<sup>st</sup> Avenue NE and 136<sup>th</sup> Street NE. The City agrees that these projects are in the City's interest and will allow the County to work within the right-of-way annexed by the City to complete these projects.

## 8. SURFACE WATER MANAGEMENT

- 8.1 Legal control and maintenance responsibilities. The Central Marysville Annexation Area includes surface water drainage improvements or facilities that the County currently owns or maintains. The City and County agree that the legal control and maintenance responsibilities for such surface water drainage improvements or facilities shall transfer to the City by the end of the calendar year in which the Annexation becomes effective, except as negotiated between the City and County in any subsequent agreements. The County agrees to provide a list of surface water drainage improvements and facilities prior to the start of negotiations. County maintenance easements over residential detention facilities shall be transferred to the City. The County's current Annual Construction Program or Surface Water Management Division budget includes major surface water projects in the Annexation Area. The City and County will determine how funding, construction, programmatic and subsequent operational responsibilities, legal control and responsibilities will be assigned for these improvements, and the timing thereof, under the provisions of RCW 36.89.050, RCW 36.89.120 and all other applicable authorities.
- 8.2 Taxes, fees, rates, charges and other monetary adjustments. The City recognizes that service charges are collected by the County for unincorporated areas within designated Watershed Management Areas and Clean Water Districts. Watershed management service charges are collected at the beginning of each calendar year through real property tax statements. Upon the effective date of the Annexation, the City hereby agrees that the County may continue to collect and, pursuant to Chapter 25.20 SCC and to the extent permitted by law, to apply the service charges collected during the calendar year in which the Annexation occurs to the provision of watershed management services designated in that year's budget. These services will be provided through the calendar year in which the Annexation becomes effective and will be of the same general level and quality as those provided to other property owners subject to service charges in the County.
- 8.3 Drainage Needs Report cost recovery. The City recognizes that drainage engineering studies and surface water drainage improvements and facilities have benefited the Annexation Area. The City recognizes that the County has incurred bonded debt to fund the engineering studies and facilities listed in the Drainage Needs Report, prepared by the Snohomish County Department of Public Works in 2002, as updated, and agrees that the Annexation Area will be responsible for paying a share of that bond debt. The City recognizes that the County has full authority and is required to collect payment for that bond debt under RCW 36.89.120.

- 8.4 Government service agreements. The County and City intend to work toward one or more interlocal agreements for joint watershed management planning, capital construction, infrastructure management, habitat/river management, water quality management, outreach and volunteerism, and other related services.

## 9. PARKS, OPEN SPACE AND RECREATIONAL FACILITIES

The City agrees to assume maintenance, operation and ownership responsibilities for Mother Natures Window Park, Timberbrook/Heatherglen, Sherwood Forest, Walter's Manor and King Park upon the effective date of the Annexation as identified in the map attached to this Agreement as Exhibit D. Documents conveying Mother Natures Window Park, Timberbrook/Heatherglen, Sherwood Forest, Walter's Manor and King Park to the City of Marysville will be developed and executed by both Parties subsequent to the effective date of the Annexation.

## 10. AMENDMENTS AND ADDITIONAL AGREEMENTS

- 10.1 Amendments. The City and County recognize that amendments to this Agreement may be necessary. An amendment to this Agreement must be mutually agreed upon by the Parties and executed in writing. Any amendment to this Agreement shall be executed in the same manner as this Agreement.

- 10.2 Additional agreements. Nothing in this Agreement limits the Parties from entering into interlocal agreements on issues not covered by, or in lieu of, the terms of this Agreement.

## 11. THIRD PARTY BENEFICIARIES

There are no third party beneficiaries to this Agreement, and this Agreement shall not be interpreted to create any third party beneficiary rights.

## 12. DISPUTE RESOLUTION

Except as herein provided, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Agreement may be commenced until the dispute, claim or controversy has been submitted to a mutually agreed upon mediator. The Parties agree that they will participate in the mediation in good faith, and that they will share equally in its costs. Each jurisdiction shall be responsible for the costs of their own legal representation. Either party may seek equitable relief prior to the mediation process, but only to preserve the status quo pending the completion of that process. The City and County agree to mediate any disputes regarding the annexation process or responsibilities of the parties prior to the Boundary Review Board hearing on the Annexation, if possible.

### 13. HONORING EXISTING AGREEMENTS, STANDARDS AND STUDIES

In the event a conflict exists between this Agreement and any agreement between the City and the County in existence prior to the effective date of this Agreement, the terms of this Agreement shall govern the conflict.

### 14. RELATIONSHIP TO EXISTING LAWS AND STATUTES

This Agreement in no way modifies or supersedes existing state laws and statutes. In meeting the commitments encompassed in this Agreement, all parties will comply with all applicable state or local laws. The County and City retain the ultimate authority for land use and development decisions within their respective jurisdictions. By executing this Agreement, the County and City do not intend to abrogate the decision-making responsibility or police powers vested in them by law.

### 15. EFFECTIVE DATE, DURATION AND TERMINATION

15.1 Effective Date. This Agreement shall become effective following the approval of the Agreement by the official action of the governing bodies of each of the parties hereto and the signing of the Agreement by the duly authorized representative of each of the parties hereto.

15.2 Duration. This Agreement shall be in full force and effect through December 31, 2019. If the Parties desire to continue the terms of the Agreement after the Agreement is set to expire, the Parties may either negotiate a new agreement or extend this Agreement through the amendment process.

15.3 Termination. Either party may terminate this Agreement upon ninety (90) days advance written notice to the other party. Notwithstanding termination of this Agreement, the County and City are responsible for fulfilling any outstanding obligations under this Agreement incurred prior to the effective date of the termination.

### 16. INDEMNIFICATION AND LIABILITY

16.1 Indemnification of County. The City shall protect, save harmless, indemnify and defend, at its own expense, the County, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever arising out of the City's performance of this Agreement, including claims by the City's employees or third parties, except for those damages caused solely by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees, or agents.

16.2 Indemnification of City. The County shall protect, save harmless, indemnify, and defend at its own expense, the City, its elected and appointed officials, officers, employees and agents from any loss or claim for damages of any nature

whatsoever arising out of the County's performance of this Agreement, including claims by the County's employees or third parties, except for those damages caused solely by the negligence or willful misconduct of the City, its elected and appointed officials, officers, employees, or agents.

- 16.3 **Extent of liability.** In the event of liability for damages of any nature whatsoever arising out of the performance of this Agreement by the City and the County, including claims by the City's or the County's own officers, officials, employees, agents, volunteers, or third parties, caused by or resulting from the concurrent negligence of the County and the City, their officers, officials, employees and volunteers, each party's liability hereunder shall be only to the extent of that party's negligence.
- 16.4 **Hold harmless.** No liability shall be attached to the City or the County by reason of entering into this Agreement except as expressly provided herein. The City shall hold the County harmless and defend at its expense any legal challenges to the City's requested mitigation and/or failure by the CITY to comply with Chapter 82.02 RCW. The County shall hold the City harmless and defend at its expense any legal challenges to the County's requested mitigation or failure by the County to comply with Chapter 82.02 RCW.

#### 17. SEVERABILITY

If any provision of this Agreement or its application to any person or circumstance is held invalid, the remainder of the provisions and the application of the provisions to other persons or circumstances shall not be affected.

#### 18. EXERCISE OF RIGHTS OR REMEDIES

Failure of either party to exercise any rights or remedies under this Agreement shall not be a waiver of any obligation by either party and shall not prevent either party from pursuing that right at any future time.

#### 19. RECORDS

The Parties shall maintain adequate records to document obligations performed under this Agreement. The Parties shall have the right to review each other's records with regard to the subject matter of this Agreement, except for privileged documents, upon reasonable written notice. Public records will be retained and destroyed according to the "Interlocal Agreement between the City and the County concerning transfer, Custody, Retention and Access of Public Records following Annexation."

#### 20. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the Parties concerning the Annexation, except as set forth in Section 10 of this Agreement.

## 21. GOVERNING LAW AND STIPULATION OF VENUE

This Agreement shall be governed by the laws of the State of Washington. Any action hereunder must be brought in the Superior Court of Washington for Snohomish County.

## 22. CONTINGENCY

The obligations of the City and County in this Agreement are contingent on the availability of funds through legislative appropriation and allocation in accordance with law. In the event funding is withdrawn, reduced or limited in any way after the effective date of this Agreement, the City or County may terminate the Agreement under Subsection 19.3 of this Agreement, subject to renegotiation under those new funding limitations and conditions.

## 23. FILING

A copy of this Agreement shall be filed with the Marysville City Clerk and recorded with the Snohomish County Auditor's Office.

## 24. ADMINISTRATORS AND CONTACTS FOR AGREEMENT

The Administrators and contact persons for this Agreement are:

Gloria Hirashima  
Community Development Director  
City of Marysville  
80 Columbia Avenue  
Marysville, WA 98270  
(360) 363-8211

Richard Craig  
Snohomish County  
Department of Planning and Development Services  
3000 Rockefeller Ave.  
Everett, WA 98201  
(425) 388-3311

IN WITNESS WHEREOF, the parties have signed this Agreement, effective on the later date indicated below.

Dated this 22<sup>nd</sup> day of July 2009.

CITY OF MARYSVILLE

BY:

Dennis L. Kendall

Dennis L. Kendall  
Mayor

Date: 7/13/09

ATTEST:

Tracy Poff  
City Clerk

Approved as to form:  
Office of the City Attorney  
Attorney

Grant Weed  
Grant Weed  
Attorney for the City of  
Marysville

SNOHOMISH COUNTY

BY:

MARK SOINE  
Deputy Executive

Aaron Reardon  
County Executive

Date: 7/22/09

ATTEST:

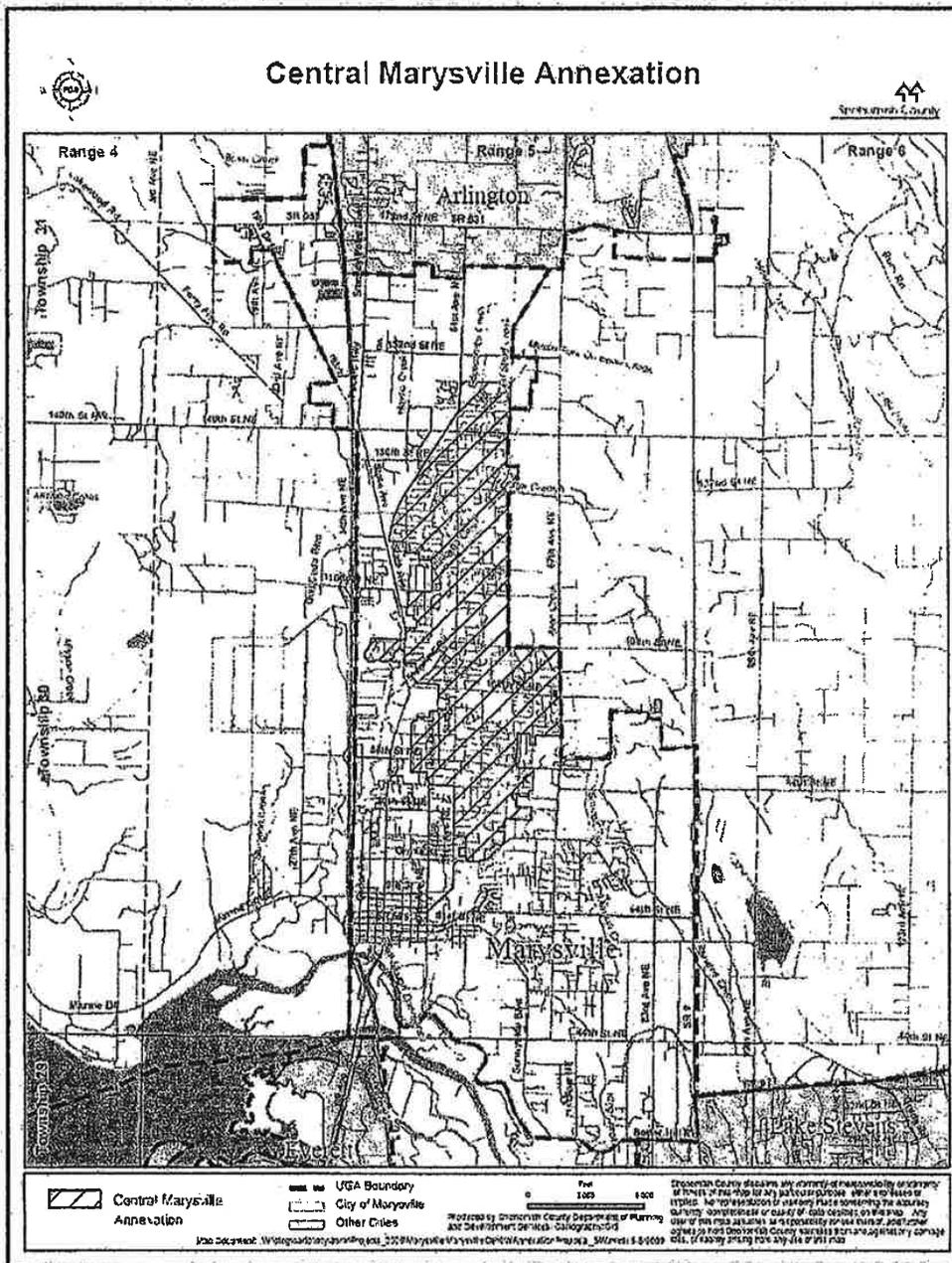
Sheila McCallister  
Clerk of the County Council, *asst.*

Approved as to form:  
Snohomish County Prosecuting

Laura C. Kisielius 6/10/09  
Laura C. Kisielius  
Deputy Prosecuting Attorney for  
Snohomish County

COUNCIL USE ONLY  
Approved: 7-13-09  
Docfile: D-1

EXHIBIT A – CENTRAL MARYSVILLE ANNEXATION MAP



Interlocal Agreement Between the City of Marysville and Snohomish County Providing for the Annexation to the City of the Area Known as the "Central Marysville Annexation" Pursuant to RCW 35A.14.460

Central Marysville Annexation ILA Final 6-10-09  
Page 12 of 16

## EXHIBIT B – SNOHOMISH COUNTY TOMORROW ANNEXATION PRINCIPLES

The following principles are intended as a "roadmap" for successful annexations but are not intended to require cities to annex all UGA lands. The desired outcome will reduce Snohomish County's current delivery of municipal services within the urban growth area while strengthening the County's regional planning and coordinating duties. Likewise, cities/towns will expand their municipal services to unincorporated lands scattered throughout the UGAs in Snohomish County. These principles propose altering historical funding and service delivery patterns. All parties recognize that compromises are necessary.

1. The County and all Snohomish County cities will utilize a six-year time schedule which will guide annexation goals. This work will be known as the Six Year Annexation Plan. As follow-up to the county's Municipal Urban Growth Area (MUGA) policies, those cities that have a (MUGA) land assignment, should designate this land assignment a priority. Each jurisdiction shall conduct its normal public process to ensure that citizens from both the MUGA areas and city proper are well informed. All Snohomish County cities have the option of opting in or out of this process. Cities that opt in will coordinate with the county to establish strategies for a smooth transition of services and revenues for the annexations proposed in the accepted Six Year Plan.
2. Each city will submit a written report regarding priority of potential annexation areas to the county council every two years, at which time each city will re-evaluate its time schedule for annexation. This report will serve as an update to the Six Year Annexation Plan.

The report to the county council should be based upon each city's internal financial analyses dealing with the cost of those annexations identified for action within the immediate two-year time period. This analysis shall include: current and future infrastructure needs including, but not be limited to, arterial roads, surface water management, sewers, and bridges. A special emphasis should be given to the financing of arterial roads, including historical county funding and said roads' priority within the county's current 6-year road plan. Where financing and other considerations are not compelling, the city and county may "re-visit" the annexation strategies at the next two-year interval.

3. To facilitate annexation within urban growth areas (UGAs), the host city and the county may negotiate an Interlocal agreement providing for sub-area planning to guide the adoption of consistent zoning and development regulations between the county and the city. Coordination of zoning densities between the county and the host city may require the revision of land use maps, adoption of transfer rights or other creative solutions. Upon completion of sub-area planning, if

densities cannot be reconciled, then the issue would be directed to SCT for review and possible re-assignment to alternate sites within the UGA.

The Interlocal Agreement would also address development and permit review and related responsibilities within the UGA, apportioning related application fees based upon the review work performed by the respective parties, and any other related matters. The format for accomplishing permit reviews will be guided in part by each city's unique staffing resources as reflected in the Interlocal agreement between the host city and the county.

4. The city and the county will evaluate the financial and service impacts of an annexation to both entities, and will collaborate to resolve inequities between revenues and service provision. The city and county will negotiate on strategies to ensure that revenues and service requirements are balanced for both the city and the county. These revenue sharing and/or service provision strategies shall be determined by individual ILAs to address service operations and capital implementation strategies.
5. The county and the host city will negotiate with other special taxing districts on annexation related issues. Strategies for accomplishing these negotiations will be agreed to by the county and host city, and reflected in the host city's annexation report. (See preceding Principle #2.)
6. To implement the goals of the Annexation Principles regarding revenue sharing, service provision, and permit review transitions, the county and the cities will consider a variety of strategies and tools in developing Interlocal Agreements, including:
  - Inter-jurisdictional transfers of revenue, such as property taxes, Real Estate Excise Taxes (REET), storm drainage fees, sales tax on construction, and retail sales tax. Dedicated accounts may be opened for the deposit of funds by mutual agreement by the county and city;
  - Service provision agreements, such as contracting for service and/or phasing the transition of service from the county to the city;
  - Identifying priority infrastructure improvement areas to facilitate annexation of areas identified in Six Year Annexation Plans.

**EXHIBIT C – SNOHOMISH COUNTY CODE (“SCC”) PROVISIONS  
AND SNOHOMISH COUNTY ORDINANCES TO BE ADOPTED BY CITY**

- A. The following portions of SCC Title 13, entitled ROADS AND BRIDGES: Chapters 13.01, 13.02, 13.05, 13.10 through 13.70, 13.95, 13.110 and 13.130
- B. SCC Title 25, entitled STORM AND SURFACE WATER MANAGEMENT
- C. SCC Subtitle 30.2, entitled ZONING AND DEVELOPMENT STANDARDS
- D. SCC Chapter 30.41A, entitled SUBDIVISIONS
- E. SCC Chapter 30.41B, entitled SHORT SUBDIVISIONS
- F. SCC Chapter 30.42B, entitled PLANNED RESIDENTIAL DEVELOPMENTS
- G. SCC Chapter 30.41D, entitled BINDING SITE PLANS
- H. SCC Chapter 30.44, entitled SHORELINE MANAGEMENT
- I. SCC Chapter 30.51A, entitled DEVELOPMENT IN SEISMIC AREAS
- J. SCC Chapter 30.52A, entitled BUILDING CODE
- K. SCC Chapter 30.52B, entitled MECHANICAL CODE
- L. SCC Chapter 30.52C, entitled VENTILATION AND INDOOR AIR QUALITY CODE
- M. SCC Chapter 30.52D, entitled ENERGY CODE
- N. SCC Chapter 30.52E, entitled UNIFORM PLUMBING CODE
- O. SCC Chapter 30.52F, entitled RESIDENTIAL CODE
- P. SCC Chapter 30.52G, entitled AUTOMATIC SPRINKLER SYSTEMS
- Q. SCC Chapter 30.53A, entitled FIRE CODE
- R. SCC Subtitle 30.6, entitled ENVIRONMENTAL STANDARDS AND MITIGATION
- S. SCC Chapter 30.66A, entitled PARK AND RECREATION FACILITY IMPACT MITIGATION
- T. SCC Chapter 30.66B, entitled CONCURRENCY AND ROAD IMPACT MITIGATION
- U. SCC Chapter 30.66C, entitled SCHOOL IMPACT MITIGATION
- V. Ordinance 93-036, entitled SHORELINE MASTER PROGRAM, as amended



# *Index #17*

**CITY OF MARYSVILLE AGENDA BILL  
EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 12/12/16**

<b>AGENDA ITEM:</b>	
First Amendment to Agreement for Joint Operation of Fire and Medical Protection Facilities Dated April 18, 2016	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Sandy Langdon, Finance Director	
<b>DEPARTMENT:</b>	
Executive/Legal/Finance	
<b>ATTACHMENTS:</b>	
First Amendment Agreement for Joint Operation of Fire and Medical Protection Facilities Dated April 18, 2016 – version approved by FPD 12 Board of Commissioners	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
<b>SUMMARY:</b>	

The Council previously approved a first amendment to the Interlocal Agreement for Fire and EMS services at its November 14<sup>th</sup> meeting. The Board for Fire Protection District 12 subsequently made one minor change to the document and approved it at its November 30<sup>th</sup> meeting. Consequently, to amend the ILA, one of the versions needs to be approved by both governing bodies. Staff recommends accepting the change offered by FPD 12:

4. A new subsection, 17.1, is added to section 17 to read as follows:

"Disposition of Assets. Consistent with the provisions of the Interlocal Agreement, and in accordance with the expectations of the Washington State Auditor, the City and District 12 will agree on a disposition of assets by February 1, 2017. If the parties cannot reach agreement, the processes in section 30 will be utilized."

This is the only change to the amendment and it is otherwise identical to the first amendment previously approved by Council.

<b>RECOMMENDED ACTION:</b> City staff recommends that Council approve the Mayor to sign the proposed First Amendment to Agreement for Joint Operation of Fire and Emergency Medical Protection Facilities Dated April 18, 2016
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**FIRST AMENDMENT TO AGREEMENT FOR JOINT OPERATION OF  
FIRE AND EMERGENCY MEDICAL PROTECTION FACILITIES DATED  
APRIL 18, 2016**

This Amendment to the Agreement for Joint Operation of Fire and Emergency Medical Protection Facilities dated April 18, 2016, is entered into between SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 12, a municipal corporation, hereafter referred to as "District 12," and the CITY OF MARYSVILLE, a municipal corporation, hereafter referred to as "City."

WHEREAS, the parties have been unable to meet the September 1, 2016, deadline in the Agreement for developing a service delivery model for provision of fire and EMS services; and

WHEREAS, the parties are continuing discussions of the service delivery model; and

WHEREAS, the parties agree that extending the current agreement for one year is necessary to continue to deliver fire and EMS services to citizens.

NOW, THEREFORE,

The Agreement between the City and District 12 dated April 18, 2016, is hereby amended as follows:

1. Section 2 entitled, "Term," is amended to read as follows:

"This agreement shall be effective August 1, 2003 and shall terminate December 31, 2017, unless extended by mutual written agreement of the parties."

2. Section 2 entitled, "Renegotiation of Terms," is amended to read as follows:

"During calendar year 2017 the parties, either through designated staff and/or through committees appointed by the City and Fire District 12 agree within 14 days of full execution of this Agreement to establish a regular schedule to meet and negotiate in good faith for the purpose of developing a service delivery model for provision of fire and EMS services to their respective jurisdictions after the expiration of this Agreement. Service delivery models to be negotiated may include, but not be limited to the following:

- A. Renewal or extension of this Agreement with appropriate revisions;
- B. Establishment of a Regional Fire Authority;
- C. Establishment of separate City and Fire District departments

In the event the parties are unable to reach written agreement to either extend this agreement with revisions or to develop a mutually agreed upon alternative service delivery model by September 1, 2017, the parties will begin the process of winding down the Marysville Fire District and taking the necessary steps consistent with this agreement and applicable law to independently provide services to their respective jurisdictions. Each party pledges to cooperate and exercise good faith to accomplish a smooth transition."

3 Section 13.8 entitled, "Financial Contribution By City," is amended to read as follows:

"The annual financial contribution by the City will be based on the levy rate for regular real property taxes assessed by the District multiplied by the total assessed value of taxable properties located within the City limits, including new construction and utilities calculated on the same basis as the District to the City's assessed value. The contribution shall be paid to the Board of Directors in equal monthly installments. The 2017 contribution is estimated to be \$10,076,327 with estimated District combined levy rate of \$1.565695/\$1,000 AV (regular levy - \$1.17855/\$1,000 and EMS levy - \$0.387144/\$1,000 AV)."

4. A new subsection, 17.1, is added to section 17 to read as follows:

"Disposition of Assets. Consistent with the provisions of the Interlocal Agreement, and in accordance with the expectations of the Washington State Auditor, the City and District 12 will agree on a disposition of assets by February 1, 2017. If the parties cannot reach agreement, the processes in section 30 will be utilized."

5. Section 30 entitled, "Dispute Resolution," is amended to read as follows:

"In the event of a disagreement between the parties relating to the interpretation of the terms of this agreement or the disposition of assets, the parties agree that they shall first attempt to resolve the issue using mediation. If mediation is unsuccessful, such dispute shall be resolved by binding arbitration. The arbitration shall be conducted by a panel of three (3) arbitrators. Each party shall appoint an arbitrator, and the two arbitrators shall appoint a third arbitrator. Unless different rules are adopted by the Board of Arbitrators, the rules of the American Arbitration Association shall apply with respect to the arbitration proceedings.

6. Except as provided herein, all other provisions of the agreement between the parties dated April 18, 2016, shall remain in full force and effect, unchanged.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

**CITY OF MARYSVILLE**

**SNOHOMISH COUNTY FIRE  
PROTECTION DISTRICT NO. 12**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Commissioner

Approved as to Form:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Fire District Secretary

Approved as to Form:

\_\_\_\_\_  
Fire Protection District 12 Attorney

**AGREEMENT FOR JOINT OPERATION OF  
FIRE AND EMERGENCY MEDICAL PROTECTION FACILITIES**

THIS AGREEMENT is entered into between SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 12, a municipal corporation, hereafter referred to as "District 12," and the CITY OF MARYSVILLE, a municipal corporation, hereafter referred to as "City."

This agreement is entered into by the City under the authority of RCW 35A.11.040 and District 12 under the authority of RCW 52.12.031 and in conformity with Chapter 39.34 RCW, the Interlocal Cooperation Act.

The City and District 12 previously each maintained and operated their own fire department to provide fire protection, fire suppression and emergency medical services in its respective area.

The City and District 12 determined that it is in the best interest of each of the municipal corporations to establish a Consolidated Fire Department to be operated under the control and direction of a Board of Directors as defined by this agreement.

The City and District 12 initially entered into an Agreement for Joint Operations of Fire and Emergency Medical Protection Facilities on October 16, 1991 with updates on September 15, 1993 and have now determined that further updates and revisions to the agreement are appropriate and necessary. Accordingly, the parties wish to enter into this agreement and any amendments thereto.

To carry out the purposes of this agreement and in consideration of the benefits to be received by each party, it is agreed as follows:

1. **DEFINITIONS.** The following terms, when used in this agreement, shall be defined as follows:
  - 1.1. "City" shall mean the City of Marysville.
  - 1.2. "District 12" shall mean Snohomish County Fire Protection District No. 12.
  - 1.3. "Department", "Fire Department" "District" or "Consolidated Fire Department" shall mean the combined operating fire departments of the City and District 12, hereinafter referred to as the "Marysville Fire District."
  - 1.4. "Fire Chief" shall mean the chief of the Fire Department appointed by the Board of Directors.
  - 1.5. "Board of Directors" or "Board" shall mean the joint board composed of three appointees of the City and up to six appointees of the District as further described in paragraph 4 below.
2. **TERM.** This agreement shall be effective August 1, 2003 and shall terminate December 31, 2016 unless extended by mutual written agreement of the parties.

3. **RENEGOTIATION OF TERMS.** During calendar year 2016 the parties, either through designated staff and/or through committees appointed by the City and Fire District 12 agree within 14 days of full execution of this Agreement to establish a regular schedule to meet and negotiate in good faith for the purpose of developing a service delivery model for provision of fire and EMS services to their respective jurisdictions after the expiration of this Agreement. Service delivery models to be negotiated may include, but not be limited to the following:
- A. Renewal or extension of this Agreement with appropriate revisions;
  - B. Establishment of a Regional Fire Authority;
  - C. Establishment of separate City and Fire District departments

In the event the parties are unable to reach written agreement to either extend this agreement with revisions or to develop a mutually agreed upon alternative service delivery model by September 1, 2016, the parties will begin the process of winding down the Marysville Fire District and taking the necessary steps consistent with this agreement and applicable law to independently provide services to their respective jurisdictions. Each party pledges to cooperate and exercise good faith to accomplish a smooth transition.

4.

- 4 **BOARD OF DIRECTORS.** The operations of the Department necessary to carry out the purposes of this agreement shall be administered by a Board of Directors consisting of a minimum of six members, and a maximum of nine members, as defined in this agreement. The City shall appoint three members to the Board of Directors, provided that the appointees shall consist of three City Council members or two city council members and the Mayor. District 12 shall appoint no less than three and no more than six members to the Board of Directors. Provided, that the appointees shall consist of Commissioners of District 12. Pursuant to the merger of Fire District No. 20 into Fire District No. 12, District 12 will, initially, appoint 6 members to the Board of Directors and reduce its Board membership down to three in accordance with RCW 52.06.085. The Board shall have the authority to administer and manage the operations of the Marysville Fire District, all jointly owned properties and equipment and all properties and equipment of each party used by the Marysville Fire District. The Board shall have the authority and powers granted by this instrument and such additional authority and powers as may from time to time be conferred on it by the legislative bodies of both parties. A quorum of the Board shall consist of a simple majority of the appointed members. Actions of the Board shall require the affirmative vote of the majority of the members of the Board present. The Fire Chief shall report to and operate under the supervision and control of the Board of Directors.

5. **MEETINGS OF BOARD OF DIRECTORS.** All meetings of the Board of Directors shall be held in compliance with the Open Public Meetings Act, chapter 42.30 RCW. The date and time of the regular monthly meeting of the Board of Directors shall be established by resolution of the Board.

6. **LIMITATION OF THE BOARD OF DIRECTORS.** The Board of Directors shall have no authority to modify or revise the terms of this agreement. In the event the Board of Directors shall be unable to reach an agreement on any matter before it, such matter shall be referred to the City Council and the Board of Commissioners of District 12 for resolution.
7. **CITY SERVICES.** The Board of Directors shall provide the following services within the City limits:
- 7.1. Fire prevention services.
  - 7.2. Fire suppression services.
  - 7.3. Emergency medical services.
  - 7.4. Hazardous materials incident response services.
  - 7.5. Uniform Fire Code inspection services.
  - 7.6. Uniform Fire Code preconstruction building plan review services.
  - 7.7. Uniform Fire Code investigation services.
  - 7.8. Technical Rescue Services.
8. **DISTRICT 12 SERVICES.** The Board of Directors shall provide the following services within the boundaries of District 12.
- 8.1. Fire prevention services.
  - 8.2. Fire suppression services.
  - 8.3. Emergency medical services.
  - 8.4. Hazardous materials incident response services.
  - 8.5. Technical Rescue Services.
9. **LEVEL OF SERVICES.** Fire prevention, fire suppression, emergency medical, technical rescue and hazardous materials incident response services shall be provided at the same level to each of the parties under the terms of this agreement. In the event of simultaneous emergencies within the City and District 12 whereby the resources of the Department are taxed beyond its ability to render equal protection, the officers and agents of the Department shall determine how to allocate the resources of the Department.

The parties recognize that Snohomish County has the statutory jurisdiction to enforce the provisions of the Uniform Fire Code within the boundaries of District 12 rather than District 12 itself.

10. **OPERATIONS COMMITTEE.** An Operations Committee is formed consisting of the Fire Chief, the Mayor, and the Chief Administrative Officer of the City. The Operations Committee which shall act in an advisory capacity only to the Chief and Board of Directors shall:

10.1. Provide input on the development of operational priorities, policies, and procedures and recommend their adoption by the Board.

10.2. Provide input on the preparation of a budget and present the budget to the Board for approval.

10.3. Monitor revenues and expenditures and provide input as to whether budgetary targets are being met.

10.4. Provide input for the establishment of objectives for collective bargaining and direct negotiation strategy.

10.5. Provide input regarding Department operations and Department policies and procedures.

10.6. Obtain assistance of key staff from the District and the City and require attendance of such staff at meetings of the Operations Committee.

10.7. Meet at least monthly.

11. **BUDGET.** The Operations Committee shall provide input on the preparation of a proposed operating budget to the Board of Directors for the Marysville Fire District in accordance with the Budgeting, Accounting and Reporting System (BARS) established by the Washington State Auditor's Office, establishing the annual income and expense requirements of the Department and the capital expenditures required for the operation of the Department. The Board of Directors shall review the proposed budget and submit an estimate of the City's cash contribution amount to the City and the District not later than October 1 of each year. Approval of the budget shall require a majority vote of the Board of Directors. After a budget is adopted by the Board of Directors, a copy shall be submitted to the Marysville City Council and District 12 Commissioners. In the event the Board of Directors cannot agree on a Budget, the Board shall notify each of the parties to this agreement. The parties to this agreement shall negotiate a compromise on the budget or budget item(s), and shall have authority to approve such on behalf of the Marysville Fire District. In the event the parties to this agreement cannot reach a compromise, the parties agree to utilize arbitration as outlined in section 29-Dispute Resolution of this agreement.

In the event it shall be necessary, during any calendar year, for the budget to be amended, the Operations Committee shall provide input on a budget amendment for submittal to the Board for review. Upon approval by the Board of Directors, the amendment shall be

submitted to the governing body of each party for approval in the event the amendment shall require an additional contribution of funds by either party.

12. **SPECIAL FUND.** The Board of Directors shall create a special operating fund with the County Treasurer's office to be used for the payment of the operating costs of the Fire Department. The Board of Directors shall be responsible for the proper management and accounting of all funds coming into the possession of the Board of Directors. The financial affairs of the Board of Directors shall be conducted in accordance with applicable federal and state laws and regulations.
13. **FUNDING OF SPECIAL FUND.** Each of the parties agrees to fund the operations of the Department under the following provisions:
  - 13.1. **Financial Contribution by District 12.** District 12 agrees to levy regular real property taxes, as determined by its Board of Commissioners, on taxable property located within the District. The Board of Directors shall provide sufficient funds for the following District 12 operations:
    - 13.2. Commissioners' fees pursuant to RCW 52.14.010.
    - 13.3. Membership fees for state and local municipal corporation associates and commissioners' associations.
    - 13.4. Board of Directors' travel expenses and expenses incurred in attending meetings, legislative and administrative hearings and all other such functions.
    - 13.5. Attorneys', accountants', auditors' and investment officers' fees and costs.
    - 13.6. Election expenses.
    - 13.7. Such other reasonable and necessary expenses as may be incurred from time to time by District 12 and its Board of Commissioners that are not attributable to the operation of the Department.
  - 13.8. **Financial Contribution By City.** Each year an agreement as to the financial contribution by the City for the ensuing year will be finalized by September 30<sup>th</sup>. In the event the parties agree to extend the term of this Agreement beyond December 31, 2016 any extension of this Agreement shall include a formula for each party's financial contribution that can be applied automatically so as to eliminate the need to develop a formula annually. The contribution shall be paid to the Board of Directors in equal monthly installments.
  - 13.9. **District Regular Tax Limitations.** District 12 agrees that it will not seek voter approval of the lifting of the LID limitation on its regular or emergency medical services regular real property tax levy without the consent of the City. District 12 agrees that it will not voluntarily lower its regular or emergency medical services regular real property tax levy without the consent of the City.

- 14 **EMPLOYMENT OF PERSONNEL.** District 12 shall be the employer of all personnel required to perform the services provided for in this agreement. The Board of Directors shall provide funds to the District to pay all wages, salaries, employment benefits, payroll taxes and any other expenses associated with the paid personnel. It is further agreed that future medical benefits required by statute to be provided to LEOFF I personnel whose employment is transferred from the City to District 12 shall be funded by the Board of Directors. District 12 assigns its authority to manage, supervise, employ, terminate and contract with employees to the Board of Directors.
- 15 **ASSIGNMENT OF PERSONNEL AND EQUIPMENT.** Under the provisions of the Board of Directors, the chief shall be responsible for the supervision, employment, termination, assignment and stationing of all personnel and equipment of the Department. In exercising such authority, the Fire Chief shall consult with the Board of Directors to insure that an adequate level of protection is provided within the geographical boundaries of each of the parties.
- 16 **FIRE CHIEF AND FIRE MARSHAL.** The City agrees that it will recognize the Fire Chief and Fire Marshal of the District as the Fire Chief and Fire Marshal of the City. The Fire Chief and Fire Marshal shall cooperate with the City building officials and the City's Director of Community Development to enforce the provisions of the Uniform Fire Code. The City agrees that all court costs and other legal costs incurred in the enforcement of the Uniform Fire Code within the City limits shall be paid by the City and shall not be considered an operating expense of the Department. In the event the City shall be awarded its costs, attorneys' fees, penalties or fines in such enforcement action, the recovery shall remain the property of the City.
- 17 **PROPERTY OWNERSHIP.** Except as provided in paragraph 24, all property owned by District 12 to enable it to perform the services required under this agreement shall remain the property of District 12 in the event of the termination of this agreement. All property owned by the City to enable it to perform the services required under this agreement shall remain the property of the City in the event of the termination of this agreement. All jointly owned and jointly purchased property acquired under the terms of this agreement shall be disposed of on an equitable basis and in such manner as may be agreed upon between the City and District 12 in the event of the termination of the joint operation.
- 18 **MAJOR CAPITAL IMPROVEMENTS.** In the event the Board of Directors shall determine that a major capital improvement, not included in the annual budget, is necessary for the proper operation of the Department, the Board of Directors shall prepare a report and recommendation to be submitted to the legislative body of each of the parties for review. The parties agree to review any recommendation of the Board of Directors, and, if necessary, to consider the issuance and sale of general obligation bonds to fund needed capital improvements. In the event it shall be necessary to obtain voter approval to incur indebtedness or levy excess taxes, the parties agree to cooperate to jointly submit such requests to the voters of the City and District 12. In the event any such ballot measure shall be approved in one jurisdiction but not in the other, the jurisdiction in which it failed shall submit the measure at another election during the same calendar year if an election date is available. If the measure shall fail the second time, the jurisdiction submitting the measure

may consider funding the improvements through any other source of funding that may be available. All funds received as a result of special levies, sale of bonds, or the like for the benefit of the Marysville Fire District shall be tendered to the accounts of the Department as soon as practical.

- 19 **MAINTENANCE OF STATIONS.** The Board of Directors shall be responsible to provide for the normal maintenance and repair of all station facilities exclusively operated by the District. The Board of Directors shall enter into a use agreement with the City to provide for normal maintenance, repair and operating expenses of any jointly operated, City owned station facilities.
- 20 **HOLD HARMLESS.** Each of the parties shall, at all times, be solely responsible for the acts or the failure to act of its personnel that occur or arise in any way out of the performance of this agreement by its personnel only and to save and hold the other party and its personnel and officials harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the party's personnel relating to any activities of such party that may have occurred prior to the effective date of this agreement.
- 21 **INSURANCE.** The Board of Directors shall provide insurance coverage for all operations, facilities, equipment and personnel of the Department. The insurance shall include all risk property insurance, insuring District 12 and City equipment and District 12 buildings at replacement cost; comprehensive general liability insurance with a minimum policy limit of \$2,000,000.00 per occurrence; errors and omissions insurance including civil rights coverage covering the actions of the Board of Directors and the legislative bodies of District 12 and the City; auto insurance, including comprehensive and collision coverage at agreed replacement cost and liability coverage with a minimum policy limit of \$2,000,000.00 per occurrence; boiler and machinery insurance and a fidelity bond covering the actions of Department personnel. The City shall provide insurance coverage for all jointly operated city owned facilities. The Board of Directors shall furnish to District 12 and the City appropriate documentation showing that such coverage is in effect and that District 12 and the City are named insureds on the policies on or before the effective date of the joint operation. The Board of Directors is authorized, consistent with the above provisions, to contract with the Washington Cities Insurance Authority or such other insurance provider as it deems appropriate.
- 22 **OPERATIONAL RULES AND REGULATIONS.** The Board of Directors shall, from time to time, adopt and implement rules and regulations to govern the operations of the Department.
- 23 **EMPLOYMENT ON TERMINATION.** In the event, as a result of the notice of termination or expiration of this agreement, District 12 must terminate any of its employees, the City agrees that it will, if positions are available, hire the qualified employees terminated by District 12 before it employs additional personnel. Subject to the provisions of any collective bargaining agreement to which District 12 or the Board of Directors may be a party, the determination of which District 12 employees will be terminated and employed by the City shall be negotiated by the parties. The negotiations

shall take into consideration a fair and equal apportionment of the employees based on the length of service, experience, qualifications and rank of the employees.

- 24 ANNUAL RETREAT.** The Board of Directors shall hold an annual retreat to review the operation of the Fire Department during the preceding year, to discuss planning, the operating budget and capital improvement budget for the following year and to review any provisions of this agreement that either party may wish to modify. This meeting shall be scheduled at an agreeable time on or before October 1 of each year. The results of the retreat may be reviewed by the Marysville City Council if desired.
- 25 ANNEXATIONS.** In the event that the City, during the term of this agreement, shall, in single annexations, annex areas of District 12 that contain more than five percent (5%) of the area of District 12, the City agrees that it will not invoke the provisions of RCW 35A.14.380 and .400, as presently exists or as may be hereafter amended, relating to ownership of assets for each such annexation. District 12 agrees, during the term of this agreement, that the percentage of the assessed value of District 12 contained in each such annexation shall be cumulated and that the City shall be entitled to invoke the statutory provisions for all such prior annexations which occurred during the term of this agreement at the time of the termination of this agreement and prior agreements.
- 26 NOTICES.** All notices, requests, demands and other communications required by this agreement shall be in writing and, except as expressly provided elsewhere in this agreement, shall be deemed to have been given at the time of delivery if personally delivered or at the time of mailing if mailed by first class, postage prepaid and addressed to the party at its address as stated in this agreement or at such address as any party may designate at any time in writing.
- 27 SEVERABILITY.** If any provision of this agreement or its application is held invalid, the remainder of the agreement or the application of the remainder of the agreement shall not be affected.
- 28 MODIFICATION.** This agreement represents the entire agreement between the parties. No change, termination or attempted waiver of any of the provisions of this agreement shall be binding on either of the parties unless executed in writing by authorized representatives of each of the parties. The agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the parties.
- 29 BENEFITS.** This agreement is entered into for the benefit of the parties to this agreement only and shall confer no benefits, direct or implied, on any third persons.
- 30 DISPUTE RESOLUTION.** In the event of a disagreement between the parties relating to the interpretation of the terms of this agreement, the parties agree that such dispute shall be resolved by binding arbitration. The arbitration shall be conducted by a panel of three (3) arbitrators. Each party shall appoint an arbitrator, and the two arbitrators shall appoint a third arbitrator. Unless different rules are adopted by the Board of Arbitrators, the rules of the American Arbitration Association shall apply with respect to the arbitration proceedings.

31 **PRIOR AGREEMENTS.** This Agreement is solely intended to update and replace the Agreement for Joint Operation of Fire and Emergency Medical Protection Facilities dated September 15, 1993 and prior amendments thereto.

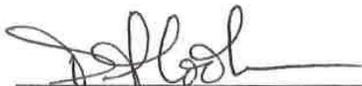
DATED THIS 18<sup>th</sup> DAY OF April, 2016.

**CITY OF MARYSVILLE**

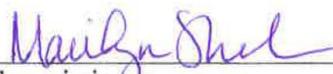
**SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 12**

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Chairperson

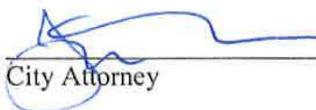
  
\_\_\_\_\_  
Commissioner

  
\_\_\_\_\_  
City Clerk  
*Reputy*

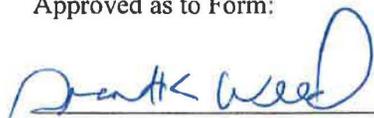
  
\_\_\_\_\_  
Commissioner

Approved as to Form:

  
\_\_\_\_\_  
Fire District Secretary

  
\_\_\_\_\_  
City Attorney

Approved as to Form:

  
\_\_\_\_\_  
District's Attorney

*Update*  
*Index #20*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: December 12, 2016**

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 December 5, 2016 payroll in the amount \$1,748,195.89, EFT Transactions and Check No.'s 30397 through 30431.

**COUNCIL ACTION:**

*Update*  
*Index #21*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: December 12, 2016**

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.

<p>RECOMMENDED ACTION:</p> <p><b>The Finance and Executive Departments recommend City Council approve the December 7, 2016 claims in the amount of \$1,698,232.02 paid by EFT transactions and Check No. 112923 through 113087 with Check No.'s 112091 &amp; 112674 voided.</b></p> <p>COUNCIL ACTION:</p>
--

BLANKET CERTIFICATION  
**CLAIMS**  
FOR  
**PERIOD-12**

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 **\$1,698,232.02 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 112923 THROUGH 113087 WITH CHECK NO.'S 112091 & 112674 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 **12<sup>th</sup> DAY OF DECEMBER 2016**.

\_\_\_\_\_  
COUNCIL MEMBER

DATE: 12/7/2016  
TIME: 1:11:11PM

**CITY OF MARYSVILLE  
INVOICE LIST**

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**FOR INVOICES FROM 12/1/2016 TO 12/7/2016**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
112923	A AND A SCALES LLC	WHEEL WEIGHERS AND AX-5 DISPLA	WATER/SEWER OPERATION	-190.19
	A AND A SCALES LLC		CITY STREETS	-95.10
	A AND A SCALES LLC		GARBAGE	-95.09
	A AND A SCALES LLC		STORM DRAINAGE	1,140.09
	A AND A SCALES LLC		SOLID WASTE OPERATIONS	1,140.09
	A AND A SCALES LLC		GENERAL SERVICES - OVERT	1,140.10
	A AND A SCALES LLC		WATER DIST MAINS	1,140.10
112924	ALL BATTERY SALES &	BATTERY	EQUIPMENT RENTAL	95.00
112925	ALPHA COURIER INC	COURIER SERVICES	WASTE WATER TREATMENT F	35.10
112926	ANDERSON, GRAYDON &	UB 280960000001 5310 130TH PL	WATER/SEWER OPERATION	167.85
112927	ARAMARK UNIFORM	UNIFORM SERVICE	SMALL ENGINE SHOP	6.55
	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	35.38
	ARAMARK UNIFORM	UNIFORM SERVICE	EQUIPMENT RENTAL	69.11
112928	AW DIRECT	BRACKETS/TOOL BOX REMAINING BA	WATER/SEWER OPERATION	-4.10
	AW DIRECT		STORM DRAINAGE	49.10
112929	BADGER, CHRISTINE	CERTIFICATION CLASS	EXECUTIVE ADMIN	200.00
112930	BANK OF AMERICA	TRAVEL REIMBURSEMENT	COMMUNITY DEVELOPMENT-	374.72
112931	BANKS, SUSAN GAYLE	INSTRUCTOR SERVICES	COMMUNITY CENTER	168.00
112932	BARCHENGER, TRISHA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
112933	BARKER, ROCHELLE	REIMBURSE POSTAGE	LEGAL-GENL	6.47
112934	BARNEY, JUDY	UB 651449003501 10222 61ST AVE	WATER/SEWER OPERATION	5.19
112935	BECKER, EDWARD & SAR	UB 761281730001 7102 63RD PL N	GARBAGE	72.61
112936	BENNETT, LEE	UB 987800320000 7800 32ND ST N	GARBAGE	153.91
112937	BLACK, ANITA LOUISE	INSTRUCTOR SERVICES	RECREATION SERVICES	198.00
112938	BLUETARP FINANCIAL	TIRES (6)	GOLF COURSE	-24.48
	BLUETARP FINANCIAL		GOLF ADMINISTRATION	293.52
112939	BRUNE, AL	UB 800440270000 6513 56TH DR N	WATER/SEWER OPERATION	258.98
112940	BURKE, TERESA A	UB 331430000001 4509 151ST PL	WATER/SEWER OPERATION	22.93
112941	CAMPBELL, TAYLOR	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
112942	CANNAL, SHERRY	INSTRUCTOR SERVICES	RECREATION SERVICES	105.00
112943	CEMEX	ASPHALT	WATER DIST MAINS	140.34
	CEMEX		ROADWAY MAINTENANCE	149.29
	CEMEX	ASPHALT TACK	WASTE WATER TREATMENT F	548.73
112944	CEMEX	PAY ESTIMATE #4	ARTERIAL STREET-GENL	395,796.40
112945	CENTRAL WELDING SUPP	GREASE GUNS AND GLOVES	ER&R	201.29
	CENTRAL WELDING SUPP	RAINGEAR	ER&R	408.04
112946	CHAMPION BOLT	HARDWARE AND PICK UP TOOL	SEWER LIFT STATION	63.39
	CHAMPION BOLT	HARDWARE	WASTE WATER TREATMENT F	385.26
112947	CHEMTRADE CHEMICALS	ALUMINUM SULFATE	WASTE WATER TREATMENT F	4,104.25
112948	CHRISTIAN, DUSTIN	UB 091471900000 14719 56TH AVE	WATER/SEWER OPERATION	78.26
112949	CLOSE, VAL	UB 020880000000 5310 85TH PL N	WATER/SEWER OPERATION	8.23
112950	COMCAST	CABLE SERVICE-KBCC	BAXTER CENTER APPRE	51.95
112951	CONCUT, INC	WALK BEHIND SAW	ROADWAY MAINTENANCE	483.51
112952	COOK, JEFFREY & CHR	UB 986801000001 6801 49TH PL N	GARBAGE	108.33
112953	COOP SUPPLY	STAIN REMOVER AND DETERGENT	WASTE WATER TREATMENT F	6.74
	COOP SUPPLY	LIGHT BULBS AND HEATED LIME	WASTE WATER TREATMENT F	53.36
112954	CORNWELL TOOLS	PIN STRIPE ERASER	EQUIPMENT RENTAL	277.66
112955	COSTA, RIETTA	INSTRUCTOR SERVICES	COMMUNITY CENTER	72.00
112956	CRYSTAL SPRINGS	WATER COOLER RENTAL AND BOTTLE	SOLID WASTE OPERATIONS	44.61
	CRYSTAL SPRINGS		WASTE WATER TREATMENT F	189.27
112957	CYPREXX SERVICES, LL	UB 761301040002 7607 75TH DR N	WATER/SEWER OPERATION	66.42
112958	DEARING, TRAVIS	RENTAL DEPOSIT REFUND	GENERAL FUND	500.00
112959	DELANGE, JOSHUA & LA	UB 037927000000 7927 87TH PL N	GARBAGE	83.88
112960	DENSON, JOHNATHAN	UB 760096000000 6808 58TH ST N	WATER/SEWER OPERATION	41.75
112961	DISCOUNTCELL INC	IPHONE CASES	INFORMATION SERVICES	-12.52
	DISCOUNTCELL INC		INFORMATION SERVICES	-2.18
	DISCOUNTCELL INC		COMPUTER SERVICES	26.18
	DISCOUNTCELL INC		COMPUTER SERVICES	150.09
112962	DLT SOLUTIONS	SOFTWARE UPDATES	TRANSPORTATION MANAGEM	182.76
	DLT SOLUTIONS		WASTE WATER TREATMENT F	2,085.01
	DLT SOLUTIONS		UTIL ADMIN	2,085.01

DATE: 12/7/2016  
TIME: 1:11:11PMCITY OF MARYSVILLE  
INVOICE LIST

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FOR INVOICES FROM 12/1/2016 TO 12/7/2016

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
112963	DORCAS, JOHN	REIMBURSE TEAM BUILDING LUNCH	COMMUNITY DEVELOPMENT-	36.22
	DORCAS, JOHN	REIMBURSE MEALS-CONFERENCE	COMMUNITY DEVELOPMENT-	36.70
112964	DUNLAP INDUSTRIAL	BOOTS-BRYANT, K	UTIL ADMIN	130.99
	DUNLAP INDUSTRIAL	BOOTS-GILBERT	UTIL ADMIN	180.18
112965	E&E LUMBER	BIT	PARK & RECREATION FAC	10.26
	E&E LUMBER	PAINT	PARK & RECREATION FAC	10.45
	E&E LUMBER	BIT AND HARDWARE	PARK & RECREATION FAC	12.33
	E&E LUMBER	BLADE	PARK & RECREATION FAC	12.56
	E&E LUMBER	FASTENERS	PARK & RECREATION FAC	14.53
	E&E LUMBER	MASKS AND GLOVES	PARK & RECREATION FAC	23.00
	E&E LUMBER	PAINTING SUPPLIES	PARK & RECREATION FAC	27.21
	E&E LUMBER	TAPE AND SPLICES	PARK & RECREATION FAC	30.34
	E&E LUMBER	FASTENERS	PARK & RECREATION FAC	32.05
	E&E LUMBER	PAINT	PARK & RECREATION FAC	56.49
	E&E LUMBER	FASTENERS, SHACKLE AND HARDWAR	PARK & RECREATION FAC	98.75
	E&E LUMBER	QUICK LINK AND FASTENERS	PARK & RECREATION FAC	110.71
112966	ECOSS	IDDE INSPECTIONS/SPILL CONTROL	STORM DRAINAGE	1,925.00
112967	ELECTRONIC SYSTEMS	900 MHZ RADIO AND MOUNTING KIT	WASTE WATER TREATMENT F	1,917.65
112968	EMERGENCY UNIVERSITY	BLOODBORNE PATHOGENS/CPR/FIRS	EXECUTIVE ADMIN	429.10
112969	EVERETT, CITY OF	LAB ANALYSIS	WATER QUAL TREATMENT	64.80
	EVERETT, CITY OF		WASTE WATER TREATMENT F	973.10
112970	FANKHAUSER, JANAY	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
112971	FENTON, JANELLE	UB 672500000000 5419 101ST PL	WATER/SEWER OPERATION	63.42
112972	FERRELLGAS	PROPANE CHARGES	TRAFFIC CONTROL DEVICES	48.16
	FERRELLGAS		ROADWAY MAINTENANCE	48.17
	FERRELLGAS		WATER SERVICE INSTALL	48.17
112973	FLORIAN, LLC	INSTRUCTOR SERVICES	RECREATION SERVICES	90.00
112974	FORD II, ROBERT H	UB 420760086804 4009 168TH ST	WATER/SEWER OPERATION	91.98
112975	FRAZIER, BROOKE AND	UB 331475540001 15011 44TH AVE	WATER/SEWER OPERATION	10.00
112976	FREO WA, LLC	UB 983429000000 3429 70TH DR N	WATER/SEWER OPERATION	141.71
112977	FRONTIER COMMUNICATI	LONG DISTANCE CHARGES	CRIME PREVENTION	0.02
	FRONTIER COMMUNICATI		SOLID WASTE CUSTOMER EX	0.02
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	0.03
	FRONTIER COMMUNICATI		YOUTH SERVICES	0.05
	FRONTIER COMMUNICATI		GENERAL SERVICES - OVER-	0.06
	FRONTIER COMMUNICATI		CITY CLERK	0.13
	FRONTIER COMMUNICATI		PURCHASING/CENTRAL STOF	0.19
	FRONTIER COMMUNICATI		FACILITY MAINTENANCE	0.26
	FRONTIER COMMUNICATI		RECREATION SERVICES	0.42
	FRONTIER COMMUNICATI		ANIMAL CONTROL	1.08
	FRONTIER COMMUNICATI		EQUIPMENT RENTAL	2.38
	FRONTIER COMMUNICATI		STORM DRAINAGE	2.50
	FRONTIER COMMUNICATI		COMMUNITY CENTER	2.57
	FRONTIER COMMUNICATI		COMPUTER SERVICES	3.79
	FRONTIER COMMUNICATI		LEGAL-GENL	4.43
	FRONTIER COMMUNICATI		PERSONNEL ADMINISTRATIO	4.55
	FRONTIER COMMUNICATI		LEGAL - PROSECUTION	4.71
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	5.99
	FRONTIER COMMUNICATI		POLICE ADMINISTRATION	7.33
	FRONTIER COMMUNICATI		UTILITY BILLING	7.47
	FRONTIER COMMUNICATI		EXECUTIVE ADMIN	7.68
	FRONTIER COMMUNICATI		PARK & RECREATION FAC	8.57
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	8.81
	FRONTIER COMMUNICATI		UTIL ADMIN	9.51
	FRONTIER COMMUNICATI		POLICE PATROL	9.73
	FRONTIER COMMUNICATI		PROPERTY TASK FORCE	10.47
	FRONTIER COMMUNICATI		FINANCE-GENL	13.05
	FRONTIER COMMUNICATI		POLICE INVESTIGATION	13.40
	FRONTIER COMMUNICATI		MUNICIPAL COURTS	13.51
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT F	14.16
	FRONTIER COMMUNICATI		ENGR-GENL	16.99

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
112977	FRONTIER COMMUNICATI	LONG DISTANCE CHARGES	COMMUNITY DEVELOPMENT-	27.39
112978	FRONTIER COMMUNICATI	PHONE CHARGES	POLICE ADMINISTRATION	44.03
	FRONTIER COMMUNICATI		ADMIN FACILITIES	44.03
	FRONTIER COMMUNICATI		COMMUNICATION CENTER	44.03
	FRONTIER COMMUNICATI		UTILITY BILLING	44.03
	FRONTIER COMMUNICATI		GENERAL SERVICES - OVERH	44.03
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	44.03
	FRONTIER COMMUNICATI	ACCT #36065173190324995	TRAFFIC CONTROL DEVICES	52.11
	FRONTIER COMMUNICATI	ACCT #36065833580311025	POLICE PATROL	53.38
	FRONTIER COMMUNICATI	ACCT #36065770750721145	POLICE PATROL	53.55
	FRONTIER COMMUNICATI	PHONE CHARGES	COMMUNITY DEVELOPMENT-	88.06
	FRONTIER COMMUNICATI		POLICE PATROL	88.06
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	88.06
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	88.06
	FRONTIER COMMUNICATI		COMMUNITY CENTER	88.06
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	88.06
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT F	176.11
	FRONTIER COMMUNICATI		PARK & RECREATION FAC	220.11
	FRONTIER COMMUNICATI		UTIL ADMIN	301.26
112979	GALLS, LLC	COMMAND STARS	POLICE ADMINISTRATION	28.77
	GALLS, LLC	UNIFORM-OBERHOLTZER	DETENTION & CORRECTION	83.96
	GALLS, LLC	UNIFORM-GOOLSBY	POLICE PATROL	99.29
	GALLS, LLC		POLICE PATROL	187.67
	GALLS, LLC	VEST-NEGRON	POLICE PATROL	1,049.54
	GALLS, LLC	VEST-REDIGER	POLICE PATROL	1,049.54
	GALLS, LLC	VEST-WHITE, DANIEL	DETENTION & CORRECTION	1,070.40
112980	GARDA CL NORTHWEST	ARMORED TRUCK SERVICE 12/1 & 1	COMMUNITY DEVELOPMENT-	5.99
	GARDA CL NORTHWEST		UTIL ADMIN	5.99
	GARDA CL NORTHWEST		UTILITY BILLING	7.97
	GARDA CL NORTHWEST		POLICE ADMINISTRATION	19.95
	GARDA CL NORTHWEST		MUNICIPAL COURTS	19.95
	GARDA CL NORTHWEST		GOLF ADMINISTRATION	24.50
112981	GOBLE SAMPSON ASSOC	Q DOS 30 PUMP	WASTE WATER TREATMENT F	4,256.10
112982	GOVCONNECTION INC	SSD REPLACEMENTS AND HARD DRIV	COMPUTER SERVICES	306.55
	GOVCONNECTION INC		UTIL ADMIN	311.64
112983	GRANITE CONST	GRADE RODS, STAKE CHASERS AND	ROADWAY MAINTENANCE	253.23
	GRANITE CONST	ASPHALT-WWTP ROAD PAVING	WASTE WATER TREATMENT F	8,194.48
	GRANITE CONST		WASTE WATER TREATMENT F	20,698.72
112984	GRAY AND OSBORNE	PROFESSIONAL SERVICES	STORM DRAINAGE	977.28
	GRAY AND OSBORNE		SURFACE WATER CAPITAL PF	5,173.82
112985	GREATAMERICA FINANCI	LEASE PAYMENT	CITY CLERK	30.19
	GREATAMERICA FINANCI		EXECUTIVE ADMIN	30.19
	GREATAMERICA FINANCI		FINANCE-GENL	30.19
	GREATAMERICA FINANCI		PERSONNEL ADMINISTRATIO	30.19
	GREATAMERICA FINANCI		UTILITY BILLING	30.19
	GREATAMERICA FINANCI		LEGAL - PROSECUTION	30.19
	GREATAMERICA FINANCI		POLICE INVESTIGATION	36.22
	GREATAMERICA FINANCI		POLICE PATROL	36.22
	GREATAMERICA FINANCI		OFFICE OPERATIONS	36.22
	GREATAMERICA FINANCI		DETENTION & CORRECTION	36.22
	GREATAMERICA FINANCI		POLICE ADMINISTRATION	36.22
	GREATAMERICA FINANCI		COMMUNITY DEVELOPMENT-	38.54
	GREATAMERICA FINANCI		ENGR-GENL	38.54
	GREATAMERICA FINANCI		UTIL ADMIN	38.55
112986	GREENHAUS PORTABLE	PORTABLE SERVICE	PARK & RECREATION FAC	491.80
112987	GREENSHIELDS	TUBING AND FITTINGS	EQUIPMENT RENTAL	39.03
	GREENSHIELDS	CHAIN	PARK & RECREATION FAC	94.02
112988	GRIFFEN, CHRIS	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	300.00

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TIME: 1:11:11PM

**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>
112988	GRIFFEN, CHRIS	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	300.00
112989	GUENZLER, JOSH	REIMBURSE MEAL-TRAINING	UTIL ADMIN	12.92
112990	GUY, KRISTIE	UB 980098000461 7325 37TH PL N	WATER/SEWER OPERATION	77.88
112991	GYURKOVICS, SANDRA	REIMBURSE CONFERENCE EXPENSE	COMPUTER SERVICES	262.32
112992	HALEY, RENA	UB 251123013201 5332 112TH PL	WATER/SEWER OPERATION	273.79
112993	HANSEN, MICHAEL J	UB 265403000000 5403 116TH ST	WATER/SEWER OPERATION	18.60
112994	HARBECK, BRETT	UB 042310000000 6612 95TH PL N	WATER/SEWER OPERATION	29.73
112995	HARBOR MARINE MAINT.	SILICONE, PUTTY KNIFE AND TONG	UTIL ADMIN	37.28
112996	HARTMAN, LISA & MICH	UB 761282762001 6119 77TH AVE	GARBAGE	19.72
112997	HD SUPPLY WATERWORKS	HOSE NOZZLE, HOSE LOCK AND R16	HYDRANTS	651.99
112998	HELM HELM	FORD IDS ANNUAL RENEWAL	ER&R	-59.15
112999	HOME DEPOT	HOLIDAY LIGHTING	EQUIPMENT RENTAL	709.15
113000	IRON MOUNTAIN	ROCK	OPERA HOUSE	234.51
113001	JUDD & BLACK	REFRIGERATOR	ROADWAY MAINTENANCE	641.32
113002	KIM, JAMIE S. KIM, JAMIE S. KIM, JAMIE S.	PUBLIC DEFENDER	WASTE WATER TREATMENT F	631.58
113003	KINGSFORD, ANDREA KINGSFORD, ANDREA KINGSFORD, ANDREA	REIMBURSE SPECIAL EVENT SUPPLY	LEGAL - PUBLIC DEFENSE	150.00
113004	LACEY, DOUGLAS H & L	UB 031490143001 7413 87TH PL N	LEGAL - PUBLIC DEFENSE	300.00
113005	LARUE, ANNE & JON	UB 985290000006 5029 SUNNYSIDE	LEGAL - PUBLIC DEFENSE	300.00
113006	LEASE, ANDREW O	UB 751131150000 5315 75TH AVE	LEGAL - PUBLIC DEFENSE	300.00
113007	LINCOLN, GREG & JEN	UB 761359042001 7626 66TH PL N	OPERA HOUSE	4.37
113008	LOWES HIW INC LOWES HIW INC LOWES HIW INC LOWES HIW INC	FASTENERS MAILBOX LOCKS HARDWARE AND DUST TRAY LIGHTING	COMMUNITY EVENTS	19.64
113009	MANNON, ROSEANNE MANNON, ROSEANNE	REFUND RENTAL FEES/DEPOSIT	RECREATION SERVICES	65.85
113010	MARYSVILLE FIRE DIST MARYSVILLE FIRE DIST	FIRE CONTROL/EMERGENCY AID SER	WATER/SEWER OPERATION	157.02
113011	MARYSVILLE SCHOOL	MITIGATION FEES-NOVEMBER 2016	WATER/SEWER OPERATION	201.79
113012	MARYSVILLE, CITY OF MARYSVILLE, CITY OF MARYSVILLE, CITY OF	UTILITY SERVICE-17906 43RD AVE UTILITY SERVICE-15524 SMOKEY P UTILITY SERVICE-6302 152ND ST	WATER/SEWER OPERATION	30.45
113013	MAUSSHARDT, KELLY	UB 460279120000 5809 141ST PL	WATER/SEWER OPERATION	174.04
113014	MCGILVRA, ARLO	UB 988262420000 8262 42ND PL N	PARK & RECREATION FAC	7.51
113015	MCLOUGHLIN & EARDLEY	LED LIGHTS	GMA - STREET	13.03
113016	MEAD, DONNA M	UB 780370000000 6220 56TH PL N	PUBLIC SAFETY BLDG.	24.79
113017	MIRANDA, TONYA	REIMBURSE SHIPPING EXPENSE	PARK & RECREATION FAC	111.81
113018	MOAN, DANIEL & MEGAN	UB 811210000000 6617 50TH DR N	PARKS-RECREATION	85.00
113019	MOULTON, DAN	UB 847808000000 7808 85TH AVE	GENERAL FUND	100.00
113020	NATIONAL BARRICADE	SIGNS	FIRE-EMS	200,667.67
113021	NATURAL RESOURCES	PRIVATE MARINA TAX	FIRE-GENL	610,535.83
113022	NIELSEN, GREG O	UB 560170000002 3119 179TH ST	SCHOOL MIT FEES	5,451.00
113023	NUTTING, THAD	UB 790250000003 5709 66TH AVE	WATER FILTRATION PLANT	55.12
113024	OFFICE DEPOT OFFICE DEPOT OFFICE DEPOT OFFICE DEPOT OFFICE DEPOT	OFFICE SUPPLIES	PUBLIC SAFETY BLDG.	156.67
113025	PACIFIC POWER BATTER PACIFIC POWER BATTER PACIFIC POWER BATTER	CORE REFUND SCHOOL BEACON BATTERIES BATTERY	PARK & RECREATION FAC	557.78
113026	PARTS STORE, THE PARTS STORE, THE PARTS STORE, THE	BULBS FILTERS FILTERS, ANTIFREEZE, OIL AND B	WATER/SEWER OPERATION	36.23
113027	PAULSON, MARY KATHRY	UB 840032400000 6813 75TH DR N	WATER/SEWER OPERATION	22.11
113028	PEARCE, DERRY	UB 987012450000 7012 45TH ST N	EQUIPMENT RENTAL	429.86
			WATER/SEWER OPERATION	29.59
			EXECUTIVE ADMIN	115.65
			WATER/SEWER OPERATION	137.61
			WATER/SEWER OPERATION	152.43
			TRANSPORTATION MANAGEM	307.66
			STORM DRAINAGE	238.77
			WATER/SEWER OPERATION	46.15
			WATER/SEWER OPERATION	361.66
			ENGR-GENL	21.55
			UTIL ADMIN	44.62
			UTIL ADMIN	83.31
			UTIL ADMIN	83.31
			COMMUNITY DEVELOPMENT-	83.31
			LEGAL-GENL	309.42
			EQUIPMENT RENTAL	-54.55
			TRANSPORTATION MANAGEM	281.15
			EQUIPMENT RENTAL	307.90
			EQUIPMENT RENTAL	36.98
			ER&R	312.74
			ER&R	623.74
			WATER/SEWER OPERATION	324.80
			WATER/SEWER OPERATION	59.81

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TIME: 1:11:11PMCITY OF MARYSVILLE  
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
113029	PETTY CASH- PW	PARKING/MEETING SUPPLIES/LICEN	EQUIPMENT RENTAL	4.00
	PETTY CASH- PW		WATER DIST MAINS	6.54
	PETTY CASH- PW		WATER RESERVOIRS	8.71
	PETTY CASH- PW		EQUIPMENT RENTAL	14.85
	PETTY CASH- PW		EQUIPMENT RENTAL	15.00
	PETTY CASH- PW		UTIL ADMIN	29.17
	PETTY CASH- PW		UTIL ADMIN	34.80
	PETTY CASH- PW		UTIL ADMIN	35.91
	PETTY CASH- PW		EQUIPMENT RENTAL	47.75
113030	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	27.79
	PGC INTERBAY LLC		PRO-SHOP	70.83
	PGC INTERBAY LLC		MAINTENANCE	149.97
	PGC INTERBAY LLC		GOLF COURSE	155.29
	PGC INTERBAY LLC		PRO-SHOP	170.20
	PGC INTERBAY LLC		MAINTENANCE	218.06
	PGC INTERBAY LLC		PRO-SHOP	280.00
	PGC INTERBAY LLC		MAINTENANCE	945.00
	PGC INTERBAY LLC		MAINTENANCE	5,034.43
113031	PICK OF THE LITTER	GRAPHIC DESIGN	RECREATION SERVICES	1,802.50
113032	PLATT ELECTRIC	COVER	ADMIN FACILITIES	16.76
113033	POWERS, GLENDA L	UB 800110000000 6123 57TH DR N	WATER/SEWER OPERATION	50.86
113034	PREMIER GOLF CENTERS	MANAGEMENT SERVICES-GOLF COURS	GOLF ADMINISTRATION	8,088.00
113035	PROFORCE LAW ENFORC	TASER MAGS	POLICE PATROL	406.29
113036	PUD	ACCT #2054-2741-2	PARK & RECREATION FAC	7.16
	PUD	ACCT #2026-7070-9	STREET LIGHTING	8.18
	PUD	ACCT #2052-8364-1	STREET LIGHTING	8.56
	PUD	ACCT #2050-2647-6	STREET LIGHTING	10.42
	PUD	ACCT #2045-8436-1	STREET LIGHTING	16.25
	PUD	ACCT #2050-2647-6	STREET LIGHTING	16.29
	PUD	ACCT #2009-9853-2	PARK & RECREATION FAC	16.70
	PUD	ACCT #2013-8099-5	PUMPING PLANT	18.55
	PUD	ACCT #2019-3119-3	PARK & RECREATION FAC	18.67
	PUD	ACCT #2027-9116-6	PUMPING PLANT	19.39
	PUD	ACCT #2049-3331-1	PUMPING PLANT	19.48
	PUD	ACCT #2045-8436-1	STREET LIGHTING	21.55
	PUD	ACCT #2022-2076-0	GOLF ADMINISTRATION	38.88
	PUD	ACCT #2021-8367-9	TRANSPORTATION MANAGEM	49.39
	PUD	ACCT #2201-5310-0	TRANSPORTATION MANAGEM	53.97
	PUD	ACCT #2008-0070-4	STREET LIGHTING	61.44
	PUD	ACCT #2048-7913-4	TRAFFIC CONTROL DEVICES	70.62
	PUD	ACCT #2008-6930-3	TRANSPORTATION MANAGEM	73.11
	PUD	ACCT #2202-9862-4	STREET LIGHTING	85.23
	PUD	ACCT#2010-4638-0	PARK & RECREATION FAC	106.25
	PUD	ACCT #2025-7611-2	STREET LIGHTING	120.82
	PUD	ACCT #2024-9063-7	SEWER LIFT STATION	133.42
	PUD	ACCT #2026-8910-5	WASTE WATER TREATMENT F	136.72
	PUD	ACCT #2207-3128-5	STREET LIGHTING	187.60
	PUD	ACCT #2022-9433-6	STREET LIGHTING	188.56
	PUD	ACCT #2025-7232-7	STREET LIGHTING	189.85
	PUD	ACCT #2033-4458-5	STREET LIGHTING	193.83
	PUD	ACCT #2020-3007-8	TRANSPORTATION MANAGEM	218.80
	PUD	ACCT #2000-8415-0	TRANSPORTATION MANAGEM	372.54
	PUD	ACCT #2016-3963-0	GOLF ADMINISTRATION	696.42
	PUD	ACCT #2026-0420-3	STREET LIGHTING	1,497.44
	PUD		STREET LIGHTING	2,246.15
	PUD	ACCT #2025-7611-2	STREET LIGHTING	2,295.61
	PUD	ACCT #2028-8209-8	STREET LIGHTING	8,956.48
	PUD		STREET LIGHTING	14,008.85
113037	PUGET SOUND SECURITY	LOCKS AND KEYS	PARK & RECREATION FAC	89.45
113038	REID, SUSAN E	UB 983611810000 3611 81ST DR N	WATER/SEWER OPERATION	59.64
113039	REYNOLDS, JENNIFER	REFUND CLASS FEES	PARKS-RECREATION	80.00

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113040	RH2 ENGINEERING INC	PROFESSIONAL SERVICES	WATER CAPITAL PROJECTS	5,174.62
	RH2 ENGINEERING INC		WATER CAPITAL PROJECTS	15,875.15
113041	RICOH USA, INC.	PRINTER/COPIER CHARGES	COMMUNITY CENTER	27.81
	RICOH USA, INC.		MUNICIPAL COURTS	39.62
	RICOH USA, INC.		OFFICE OPERATIONS	57.01
	RICOH USA, INC.		PROPERTY TASK FORCE	75.04
	RICOH USA, INC.		GENERAL SERVICES - OVERH	87.93
	RICOH USA, INC.		ENGR-GENL	144.14
	RICOH USA, INC.		PERSONNEL ADMINISTRATIO	152.34
	RICOH USA, INC.		WASTE WATER TREATMENT F	196.18
	RICOH USA, INC.		PROBATION	212.75
	RICOH USA, INC.		POLICE PATROL	261.15
	RICOH USA, INC.		PARK & RECREATION FAC	309.44
	RICOH USA, INC.		UTIL ADMIN	378.27
	RICOH USA, INC.		COMMUNITY DEVELOPMENT-	584.80
113042	ROBBINS, TAMARA	INSTRUCTOR SERVICES	COMMUNITY CENTER	99.00
	ROBBINS, TAMARA		COMMUNITY CENTER	116.40
113043	ROBINSON, MIKE	REIMBURSE OPERA HOUSE LIGHTING	OPERA HOUSE	58.90
	ROBINSON, MIKE	REIMBURSE HOLIDAY LIGHTING PUR	PARK & RECREATION FAC	221.32
113044	RODEHEAVER, BRET	UB 983301000000 3301 66TH AVE	GARBAGE	41.26
113045	ROSSITER, BRENDAN &	UB 983727000000 3727 72ND AVE	GARBAGE	61.85
113046	RYAN HERCO PRODUCTS	STILLY REPAIR PARTS	WATER FILTRATION PLANT	850.36
113047	SACCO, RYAN	UB 761708510000 7301 67TH ST N	WATER/SEWER OPERATION	33.18
113048	SAFEWAY INC.	MEETING SUPPLIES/DETERGENT	COMMUNITY CENTER	24.39
	SAFEWAY INC.		COMMUNITY CENTER	35.39
	SAFEWAY INC.		OPERA HOUSE	41.14
113049	SAFEWAY INC.	MEETING SUPPLIES	UTIL ADMIN	126.88
113050	SEASCAPE HOMES LLC	UB 251123001002 5108 113TH PL	WATER/SEWER OPERATION	128.26
113051	SHRED-IT US	MONTHLY SHREDDING SERVICE	PERSONNEL ADMINISTRATIO	4.56
113052	SILVANA STORE LLC	UB 800311000008 5323 61ST ST N	WATER/SEWER OPERATION	89.23
113053	SMOOTS DEVELOPMENT I	UB 402532000000 2532 168TH PL	WATER/SEWER OPERATION	79.02
113054	SNAP-ON INCORPORATED	WRENCH, SPLITTER, PULLERS AND	EQUIPMENT RENTAL	314.07
113055	SNO CO PUBLIC WORKS	SOLID WASTE CHARGES	SOLID WASTE OPERATIONS	146,256.00
113056	SOUND PUBLISHING	ADVERTISING	COMMUNITY CENTER	29.00
113057	SOUND TRACTOR	SHIELD	SMALL ENGINE SHOP	24.54
113058	SPASOJEVICH,DOBRIVOJ	REIMBURSE SEMINAR EXPENSES	COMMUNITY DEVELOPMENT-	608.46
113059	STAPLES	OFFICE SUPPLIES	COMMUNITY DEVELOPMENT-	28.34
	STAPLES		UTIL ADMIN	28.35
	STAPLES		PERSONNEL ADMINISTRATIO	98.07
	STAPLES		PERSONNEL ADMINISTRATIO	166.72
113060	STATE PATROL	FINGERPRINT ID SERVICES	COMMUNITY DEVELOPMENT-	114.00
	STATE PATROL		GENERAL FUND	516.00
113061	SUMMIT LAW GROUP	GENERAL LABOR	PERSONNEL ADMINISTRATIO	2,716.74
113062	SWANK MOTION PICTURE	OPERA HOUSE MOVIE 11/28/16	OPERA HOUSE	115.00
113063	SYKES, CASSANDRA	INSTRUCTOR SERVICES	COMMUNITY CENTER	354.86
113064	TARARAN, AIMEE	REFUND CLASS FEES	PARKS-RECREATION	21.00
113065	TAYLORS EXCAVATORS	PAY ESTIMATE #1	WATER/SEWER OPERATION	-7,297.75
	TAYLORS EXCAVATORS		WATER DIST MAINS	159,236.96
113066	TRANSPORTATION, DEPT	GOOD TO GO FEE	UTIL ADMIN	10.50
113067	TULALIP CHAMBER	BBH-OCTOBER	CITY COUNCIL	23.00
	TULALIP CHAMBER		EXECUTIVE ADMIN	46.00
	TULALIP CHAMBER	CHAMBER CHRISTMAS EVENT	EXECUTIVE ADMIN	585.00
113068	TYLER BUSINESS FORMS	1095C ACA FORMS	GENERAL FUND	-10.05
	TYLER BUSINESS FORMS		PERSONNEL ADMINISTRATIO	120.43
113069	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	50.09
	UNITED PARCEL SERVIC		POLICE INVESTIGATION	268.89
113070	UV DOCTOR LAMPS LLC	BALLASTS	SOURCE OF SUPPLY	783.95
113071	VAN ESSEN INSTRUMENT	QWULOOOLT MONITORING PARTS	WATER/SEWER OPERATION	-570.64
	VAN ESSEN INSTRUMENT		STORM DRAINAGE	6,841.39
113072	VENTILATION POWER	RELEASE RETAINAGE	WATER/SEWER OPERATION	4,020.00
113073	VINYL SIGNS & BANNER	HOLIDAY 4X8	COMMUNITY EVENTS	27.28

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113074	VRCHOTA, TONY J	UB 761282450001 6109 78TH AVE	WATER/SEWER OPERATION	6.69
113075	WA AUDIOLOGY SRVCS	TESTING	EXECUTIVE ADMIN	20.00
	WA AUDIOLOGY SRVCS		EXECUTIVE ADMIN	20.00
	WA AUDIOLOGY SRVCS		EXECUTIVE ADMIN	1,341.10
	WA AUDIOLOGY SRVCS		EXECUTIVE ADMIN	1,404.85
113076	WA STATE BAR ASSOCIA	LICENSE RENEWAL-MILLETT	LEGAL - PROSECUTION	411.50
	WA STATE BAR ASSOCIA	LICENSE RENEWAL-OLIVERS	LEGAL-GENL	411.50
	WA STATE BAR ASSOCIA	LICENSE RENEWAL-WALKER	LEGAL-GENL	411.50
113077	WASHINGTON LEGAL	GILBERT CONDEMNATION	GMA - STREET	80.00
	WASHINGTON LEGAL	GRINDER CONDEMNATION	GMA - STREET	85.00
	WASHINGTON LEGAL		GMA - STREET	95.00
	WASHINGTON LEGAL		GMA - STREET	95.00
	WASHINGTON LEGAL	GILBERT CONDEMNATION	GMA - STREET	121.80
	WASHINGTON LEGAL		GMA - STREET	130.00
113078	WATERFALL POND SUPPL	SURFACE AERATOR	WASTE WATER TREATMENT F	1,489.76
113079	WAVEDIVISION HOLDING	INTERNET SERVICES	COMPUTER SERVICES	408.00
113080	WAXIE SANITARY SUPPL	JANITORIAL SUPPLIES	PARK & RECREATION FAC	677.89
113081	WELCH, STEVE C	UB 271260000000 12600 54TH AVE	WATER/SEWER OPERATION	102.02
113082	WEST PAYMENT CENTER	WA PRACTICE SERIES V5D	LEGAL - PROSECUTION	336.03
	WEST PAYMENT CENTER	WA PRACTICE V11 & V11A FULL SE	LEGAL - PROSECUTION	364.39
113083	WHITE CAP CONSTRUCT	COVER GASKETS	PARK & RECREATION FAC	35.14
113084	WIDE FORMAT COMPANY	MAINTENANCE AGREEMENT KIP PRIN	UTIL ADMIN	106.92
113085	WILLIAMS, BOYCE	UB 560360000006 3130 177TH PL	WATER/SEWER OPERATION	32.68
113086	ZEE MEDICAL SERVICE	RESTOCK FIRST AID KIT	ADMIN FACILITIES	97.01
113087	ZUMAR INDUSTRIES	SCHOOL SYMBOL SIGNS	TRANSPORTATION MANAGEM	2,149.27

**WARRANT TOTAL: 1,698,673.68**

CHECK #112091	CHECK LOST IN MAIL	(361.66)
CHECK #112674	INITIATOR ERROR	(80.00)

## REASON FOR VOIDS:

UNCLAIMED PROPERTY

INITIATOR ERROR

WRONG VENDOR

CHECK LOST/DAMAGED IN MAIL

**1,698,232.02**

# *Index #14*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: December 12, 2016**

AGENDA ITEM: Ordinance Increasing Water, Sewer and Surface Water Utility Rates	
PREPARED BY: John Nield, Financial Operations Manager  DEPARTMENT: Finance	DIRECTOR APPROVAL:
ATTACHMENTS: Proposed Ordinance Ordinance 2975 2016 Rate Comparison	
BUDGET CODE:	AMOUNT:

**SUMMARY:**

During the 2017/2018 Biennial Budget process for Utility Fund Budget, a 2% increase to the water, sewer and surface water rates for 2017 and 2018 per MMC 14.07.075 Section 1.

During the most recent rate study, it was determined that a 2% annual rate increase would assist the Utility to keep pace with rising costs, assist with reducing the need to incur debt and to meet the legal requirement of the Utility Bond Covenants.

Included is a comparison of utility rates done by the City of Stanwood in 2016. This study compares 11 cities in the surrounding area, including Marysville.

**RECOMMENDED ACTION:** Staff recommends that City Council adopt an Ordinance of the City of Marysville Setting Water, Sewer and Surface Water Utility Rates and Amending Sections 14.07.005, 14.07.060, 14.07.070 and 14.19.050 of the Marysville Municipal Code as Allowed Under Section 14.07.075.

[DRAFT]  
 - CITY OF MARYSVILLE  
 Marysville, Washington

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON INCREASING WATER, SEWER, AND SURFACE WATER UTILITY RATES AND AMENDING SECTIONS 14.07.005, 14.07.060, 14.07.070, AND 14.19.050 OF THE MARYSVILLE MUNICIPAL CODE AS AUTHORIZED UNDER MMC SECTION 14.07.075.

WHEREAS, the City is authorized under Chapter 35.92 RCW to establish and maintain water and sewer systems and establish rates for those services.

WHEREAS, the City is authorized under MMC Chapter 14.19 RCW, 35.A.12.190, RCW 35.A.11.020, Chapter 90.48 RCW and the Federal Clean Water Act to manage and set rates for Municipal storm water; and

WHEREAS, pursuant to ordinances codified in part at Chapter 14.07.060, 14.07.070 and 14.19.050 of the Marysville Municipal code, the City established water, sewer, and surface water rates for properties served by the City of Marysville water, sewer, and surface water utility; and

WHEREAS, using generally accepted rate setting techniques, and with the assistance of a qualified consultant, City staff formulated recommended water, sewer, and surface water rates; and

WHEREAS, on January 25, 2010 the Marysville City Council held a public hearing, took public testimony, fully considered the staff recommendation of proposed water, sewer, and surface water rates, and approved Staff recommendation regarding rate adjustments including establishment of storm water connection charge, restructuring of water rate to inclined block volume rate, elimination of overage rate, elimination of summer surcharge, sewer rate increase, and surface water rate increase; and

WHEREAS, the Marysville City Council, during the 2017-18 Budget processes and adoption, finds that the recommended 2% increase of water, sewer, and surface water rates, per MMC 14.07.075(1) to be fair, just and reasonable;

ORDINANCE - 1

increase.ord 2017-18 water-sewer storm

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

Section 1. Section 14.07.005 of the Marysville Municipal Code is hereby amended to read as follows:

**14.07.005 General fee structure.**

<b>Type of Activity</b>	<b>Fee</b>
Land development review and construction inspection fees	<a href="#">See MMC 22G.030.020</a>
Street closure notice	\$60.00
Install/repair street sign	Materials and expenses
Street code variance	<a href="#">See MMC 22G.030.020</a>
Application for vacation of streets, roads and alleys	\$500.00, plus appraisals, cost of preparing legal descriptions
Vegetation abatement	Cost to abate plus a 10 percent surcharge (see MMC 12.36.020 and 12.36.030)
Construction water	\$3.50/1,000 gallons used
Hydrant water	\$50.00 setup + \$3.50/1,000 gallons used
Sanitary sewer extension inspection charge	<a href="#">See MMC 22G.030.020</a>
Sanitary sewer inspection fee (right-of-way to residence)	\$100.00 per connection
Segregations (local improvement district fees)	\$100.00, plus actual engineering costs incurred by the city
Disconnection charges: Voluntary disconnection of service Involuntary disconnection of service	<del>\$5.00</del> <u>20.00</u> \$10.00 <u>first time</u> ; \$20.00 <u>thereafter within 12 months of the last involuntary shut off if the utility department is required to make a special trip for a single account in an involuntary disconnection situation</u>
Reconnection charges: Voluntary reconnection	<del>\$5.00</del> <u>20.00</u>

**ORDINANCE - 2**

increase.ord 2017-18 water-sewer storm

Involuntary reconnection	\$10.00 <u>first time</u> ; \$20.00 <u>thereafter within 12 months of the last involuntary shut off - if the utility department is required to make a special trip for a single account in an involuntary reconnection situation</u>
Shut-off/turn-on fee after hours (water)	\$75.00
<u>Unauthorized Tampering with Meter</u>	<u>\$150.00</u>
<u>Unauthorized Tampering with Meter requiring City removal or repair</u>	<u>\$150.00 plus Time and Materials</u>
Unauthorized connection: water or sewer	\$200.00
Variances: water/sewer	<a href="#">See MMC 22G.030.020 (\$250.00)</a>
Water system extension inspection fee	<a href="#">See MMC 22G.030.020</a>
Miscellaneous utility relocation (hydrants, meters, blow-offs)	Time and materials
Water use violation:	
Commercial	\$200.00
Residential	\$50.00
Water and/or sanitary sewer plan review	<a href="#">See MMC 22G.030.020</a>
Water/sewer connection filing fee	\$20.00
Water/sewer system design standard specifications manual	\$10.00 – \$50.00
Account change water meter read	<del>\$15.00</del> <u>30.00</u>
Recovery contract	\$500.00 minimum or one percent of project + \$100.00 collection fee
Emergency locate (after hours)	\$100.00
Late payment fees	Five percent of account for first notice; additional five percent of account for second notice
Bank returned item fee	\$40.00
Photocopies	<a href="#">See MMC 1.16.070</a>
Blueprint copies	<a href="#">See MMC 1.16.070</a>
Staff time	<a href="#">See MMC 1.16.070</a>
Tape duplication	<a href="#">See MMC 1.16.070</a>
Mailing costs	<a href="#">See MMC 1.16.070</a>

### ORDINANCE - 3

increase.ord 2017-18 water-sewer storm

Section 2. Section 14.07.060 of the Marysville Municipal Code is hereby amended to read as follows:

**14.07.060 Water rates.**

(1) Definitions.

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

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

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

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

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

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

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

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

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

ORDINANCE - 4

increase.ord 2017-18 water-sewer storm

Effective January 1, 2016:

Meter Size	AWWA Meter Factor	City Rate	Rural Rate	Outside UGA Rate
<b>Tier = factor *base rate</b>				
Multiple Residential Units (Per Unit)	N/A	\$22.22	\$33.34	\$44.44
5/8"	1	\$22.22	\$33.34	\$44.44
3/4"	1.5	\$33.34	\$49.99	\$66.65
1"	2.5	\$55.56	\$83.33	\$111.10
1-1/2"	5	\$111.10	\$166.65	\$222.20
2"	8	\$177.75	\$266.64	\$355.50
3"	16	\$355.50	\$533.26	\$711.02
4"	25	\$555.49	\$833.24	\$1,110.97
6"	50	\$1,110.97	\$1,666.44	\$2,221.91
8"	80	\$1,777.53	\$2,666.31	\$3,555.08
10"	115	\$2,555.21	\$3,832.82	\$5,110.42
12"	200	\$4,443.84	\$6,665.76	\$8,887.68

Residential & Multi-Family	City Rate	Rural Rate	Outside UGA Rate
Volume Tiers (1,000 gal)			
0 to 6	\$1.20	\$1.79	\$2.39
7 to 20	\$4.18	\$6.28	\$8.37
21 to 30	\$4.78	\$7.16	\$9.57
31 and higher	\$5.38	\$8.07	\$10.76

Commercial	City Rate	Rural Rate	Outside UGA Rate
Volume Tiers (1,000 gal)			
0 to 6	\$1.20	\$1.79	\$2.39
7 and higher	\$2.99	\$4.49	\$5.97

## ORDINANCE - 5

increase.ord 2017-18 water-sewer storm

Effective January 1, 2017:

Meter Size	AWWA Meter Factor	City Rate	Rural Rate	Outside UGA Rate
<b>Tier = factor *base rate</b>				
Multiple Residential Units (Per Unit)	N/A	\$22.66	\$34.01	\$45.33
5/8"	1	\$22.66	\$34.01	\$45.33
3/4"	1.5	\$34.01	\$50.99	\$67.98
1"	2.5	\$56.67	\$85.00	\$113.32
1-1/2"	5	\$113.32	\$169.98	\$226.64
2"	8	\$181.31	\$271.97	\$362.61
3"	16	\$362.61	\$543.93	\$725.24
4"	25	\$566.60	\$849.90	\$1,133.19
6"	50	\$1,133.19	\$1,699.77	\$2,266.35
8"	80	\$1,813.08	\$2,719.64	\$3,626.18
10"	115	\$2,606.31	\$3,909.48	\$5,212.63
12"	200	\$4,532.72	\$6,799.08	\$9,065.43

Residential & Multi-Family	City Rate	Rural Rate	Outside UGA Rate
Volume Tiers (1,000 gal)			
0 to 6	\$1.22	\$1.83	\$2.44
7 to 20	\$4.26	\$6.41	\$8.54
21 to 30	\$4.88	\$7.30	\$9.76
31 and higher	\$5.49	\$8.23	\$10.98

Commercial	City Rate	Rural Rate	Outside UGA Rate
Volume Tiers (1,000 gal)			
0 to 6	\$1.22	\$1.83	\$2.44
7 and higher	\$3.05	\$4.58	\$6.09

## ORDINANCE - 6

increase.ord 2017-18 water-sewer storm

Effective January 1, 2018:

Meter Size	AWWA Meter Factor	City Rate	Rural Rate	Outside UGA Rate
<b>Tier = factor *base rate</b>				
Multiple Residential Units (Per Unit)	N/A	\$23.12	\$34.69	\$46.24
5/8"	1	\$23.12	\$34.69	\$46.24
3/4"	1.5	\$34.69	\$52.01	\$69.34
1"	2.5	\$57.80	\$86.70	\$115.59
1-1/2"	5	\$115.59	\$173.38	\$231.18
2"	8	\$184.93	\$277.41	\$369.86
3"	16	\$369.86	\$554.80	\$739.75
4"	25	\$577.93	\$866.90	\$1,155.85
6"	50	\$1,155.85	\$1,733.76	\$2,311.68
8"	80	\$1,849.34	\$2,774.03	\$3,698.71
10"	115	\$2,658.44	\$3,987.67	\$5,316.88
12"	200	\$4,623.37	\$6,935.06	\$9,246.74

Residential & Multi-Family	City Rate	Rural Rate	Outside UGA Rate
Volume Tiers (1,000 gal)			
0 to 6	\$1.25	\$1.86	\$2.49
7 to 20	\$4.35	\$6.53	\$8.71
21 to 30	\$4.97	\$7.45	\$9.96
31 and higher	\$5.60	\$8.40	\$11.19

Commercial	City Rate	Rural Rate	Outside UGA Rate
Volume Tiers (1,000 gal)			
0 to 6	\$1.25	\$1.86	\$2.49
7 and higher	\$3.11	\$4.67	\$6.21

## ORDINANCE - 7

increase.ord 2017-18 water-sewer storm

Effective January 1, 2019:

Meter Size	AWWA Meter Factor	City Rate	Rural Rate	Outside UGA Rate
<b>Tier = factor *base rate</b>				
Multiple Residential Units (Per Unit)	N/A	\$23.58	\$35.38	\$47.16
5/8"	1	\$23.58	\$35.38	\$47.16
3/4"	1.5	\$35.38	\$53.05	\$70.73
1"	2.5	\$58.96	\$88.43	\$117.90
1-1/2"	5	\$117.90	\$176.85	\$235.80
2"	8	\$188.63	\$282.96	\$377.26
3"	16	\$377.26	\$565.90	\$754.54
4"	25	\$589.49	\$884.24	\$1,178.97
6"	50	\$1,178.97	\$1,768.44	\$2,357.91
8"	80	\$1,886.33	\$2,829.51	\$3,772.68
10"	115	\$2,711.61	\$4,067.42	\$5,423.22
12"	200	\$4,715.84	\$7,073.76	\$9,431.68

Residential & Multi-Family	City Rate	Rural Rate	Outside UGA Rate
Volume Tiers (1,000 gal)			
0 to 6	\$1.27	\$1.90	\$2.54
7 to 20	\$4.44	\$6.66	\$8.88
21 to 30	\$5.07	\$7.60	\$10.16
31 and higher	\$5.71	\$8.56	\$11.42

Commercial	City Rate	Rural Rate	Outside UGA Rate
Volume Tiers (1,000 gal)			
0 to 6	\$1.27	\$1.90	\$2.54
7 and higher	\$3.17	\$4.76	\$6.34

## ORDINANCE - 8

increase.ord 2017-18 water-sewer storm

Effective January 1, 2020:

Meter Size	AWWA Meter Factor	City Rate	Rural Rate	Outside UGA Rate
<b>Tier = factor *base rate</b>				
Multiple Residential Units (Per Unit)	N/A	\$24.05	\$36.09	\$48.10
5/8"	1	\$24.05	\$36.09	\$48.10
3/4"	1.5	\$36.09	\$54.11	\$72.14
1"	2.5	\$60.14	\$90.20	\$120.26
1-1/2"	5	\$120.26	\$180.39	\$240.52
2"	8	\$192.40	\$288.62	\$384.80
3"	16	\$384.80	\$577.22	\$769.63
4"	25	\$601.28	\$901.93	\$1,202.55
6"	50	\$1,202.55	\$1,803.81	\$2,405.07
8"	80	\$1,924.06	\$2,886.10	\$3,848.13
10"	115	\$2,765.84	\$4,148.77	\$5,531.68
12"	200	\$4,810.16	\$7,215.23	\$9,620.31

Residential & Multi-Family	City Rate	Rural Rate	Outside UGA Rate
Volume Tiers (1,000 gal)			
0 to 6	\$1.30	\$1.94	\$2.59
7 to 20	\$4.52	\$6.80	\$9.06
21 to 30	\$5.17	\$7.75	\$10.36
31 and higher	\$5.82	\$8.74	\$11.65

Commercial	City Rate	Rural Rate	Outside UGA Rate
Volume Tiers (1,000 gal)			
0 to 6	\$1.30	\$1.94	\$2.59
7 and higher	\$3.24	\$4.86	\$6.46

## ORDINANCE - 9

increase.ord 2017-18 water-sewer storm

Effective January 1, 2021:

Meter Size	AWWA Meter Factor	City Rate	Rural Rate	Outside UGA Rate
<b>Tier = factor *base rate</b>				
Multiple Residential Units (Per Unit)	N/A	\$24.53	\$36.81	\$49.07
5/8"	1	\$24.53	\$36.81	\$49.07
3/4"	1.5	\$36.81	\$55.19	\$73.59
1"	2.5	\$61.34	\$92.00	\$122.66
1-1/2"	5	\$122.66	\$184.00	\$245.33
2"	8	\$196.25	\$294.39	\$392.50
3"	16	\$392.50	\$588.76	\$785.02
4"	25	\$613.31	\$919.96	\$1,226.60
6"	50	\$1,226.60	\$1,839.88	\$2,453.17
8"	80	\$1,962.54	\$2,943.82	\$3,925.10
10"	115	\$2,821.16	\$4,231.74	\$5,642.32
12"	200	\$4,906.36	\$7,359.54	\$9,812.72

Residential & Multi-Family	City Rate	Rural Rate	Outside UGA Rate
Volume Tiers (1,000 gal)			
0 to 6	\$1.32	\$1.98	\$2.64
7 to 20	\$4.62	\$6.93	\$9.24
21 to 30	\$5.28	\$7.91	\$10.57
31 and higher	\$5.94	\$8.91	\$11.88

Commercial	City Rate	Rural Rate	Outside UGA Rate
Volume Tiers (1,000 gal)			
0 to 6	\$1.32	\$1.98	\$2.64
7 and higher	\$3.30	\$4.96	\$6.59

(3) Calculation of Water Bill for Multiple Residential Units. In calculating the water bill for

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increase.ord 2017-18 water-sewer storm

multiple residential units, the total number of dwelling units served by a water connection shall be divided into the water consumption for each billing period, expressed in gallons, to determine the average consumption per dwelling unit. The water rates shall be based upon the average consumption per unit during the billing period multiplied by the total number of units.

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

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

**Effective January 1, 2016**

- (a) Private hydrants, each: ~~\$42.88~~ per year;
- (b) Wet standpipe systems: ~~\$42.88~~ per year;
- (c) Dry standpipe systems: None;
- (d) Automatic sprinkler systems:

1. Each owner of an automatic sprinkler system shall be charged a monthly rate based upon the size of the water service line that serves the system. The following are the bimonthly rates:

<b>Size of Line</b>	<b>Bimonthly Charge</b>
2-inch	<del>\$46.64</del>
3-inch	<del>\$57.41</del>
4-inch	<del>\$70.53</del>
6-inch	<del>\$88.46</del>
8-inch	<del>\$116.00</del>
10-inch	<del>\$145.87</del>
12-inch	<del>\$168.49</del>

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increase.ord 2017-18 water-sewer storm

**Effective January 1, 2017**

- (a) Private hydrants, each: \$43.74 per year;
- (b) Wet standpipe systems: \$43.74 per year;
- (c) Dry standpipe systems: None;
- (d) Automatic sprinkler systems:

1. Each owner of an automatic sprinkler system shall be charged a monthly rate based upon the size of the water service line that serves the system. The following are the bimonthly rates:

<b>Size of Line</b>	<b>Bimonthly Charge</b>
2-inch	\$47.57
3-inch	\$58.56
4-inch	\$71.94
6-inch	\$90.23
8-inch	\$118.32
10-inch	\$148.79
12-inch	\$171.86

**Effective January 1, 2018**

- (a) Private hydrants, each: \$44.61 per year;
- (b) Wet standpipe systems: \$44.61 per year;
- (c) Dry standpipe systems: None;
- (d) Automatic sprinkler systems:

1. Each owner of an automatic sprinkler system shall be charged a monthly rate based upon the size of the water service line that serves the system. The following are the bimonthly rates:

<b>Size of Line</b>	<b>Bimonthly Charge</b>
2-inch	\$48.52
3-inch	\$59.73
4-inch	\$73.38
6-inch	\$92.03
8-inch	\$120.69
10-inch	\$151.76
12-inch	\$175.30

**Effective January 1, 2019**

- (a) Private hydrants, each: \$45.51 per year;
- (b) Wet standpipe systems: \$45.51 per year;
- (c) Dry standpipe systems: None;

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## (d) Automatic sprinkler systems:

1. Each owner of an automatic sprinkler system shall be charged a monthly rate based upon the size of the water service line that serves the system. The following are the bimonthly rates:

<b>Size of Line</b>	<b>Bimonthly Charge</b>
2-inch	\$49.49
3-inch	\$60.92
4-inch	\$74.85
6-inch	\$93.87
8-inch	\$123.10
10-inch	\$154.80
12-inch	\$178.80

**Effective January 1, 2020**

(a) Private hydrants, each: \$46.42 per year;

(b) Wet standpipe systems: \$46.42 per year;

(c) Dry standpipe systems: None;

(d) Automatic sprinkler systems:

1. Each owner of an automatic sprinkler system shall be charged a monthly rate based upon the size of the water service line that serves the system. The following are the bimonthly rates:

<b>Size of Line</b>	<b>Bimonthly Charge</b>
2-inch	\$50.48
3-inch	\$62.14
4-inch	\$76.34
6-inch	\$95.75
8-inch	\$125.56
10-inch	\$157.89
12-inch	\$182.38

**Effective January 1, 2021**

(a) Private hydrants, each: \$47.35 per year;

(b) Wet standpipe systems: \$47.35 per year;

(c) Dry standpipe systems: None;

(d) Automatic sprinkler systems:

1. Each owner of an automatic sprinkler system shall be charged a monthly rate based upon the size of the water service line that serves the system. The following are the bimonthly rates:

<b>Size of Line</b>	<b>Bimonthly Charge</b>
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2-inch	\$51.49
3-inch	\$63.39
4-inch	\$77.87
6-inch	\$97.67
8-inch	\$128.07
10-inch	\$161.05
12-inch	\$186.03

2. As of 1/1/2010 automatic sprinkler systems without a separate meter and where the line is under 2 inches, will become part of the minimum water rate as a result of the rate restructuring.

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

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

(9) Calculation of Water Bill for School Facilities. The city rate for water as set forth in subsection (2) of this section shall apply to all school facilities, whether such facilities are within the city limits or not. (Ord. 2181 §§ 1, 2, 1998; Ord. 2130 § 1, 1997; Ord. 2117 §§ 1, 2, 1997; Ord. 2109 § 1, 1996; Ord. 1840 § 1, 1991; Ord. 1809 § 1, 1990; Ord. 1789, 1990; Ord. 1434, 1985).

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

Section 3. Section 14.07.070 of the Marysville Municipal Code is hereby amended to read as follows:

**14.07.070 Sewer rates.**

(1) Definitions.

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

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

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

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

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

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

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

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

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

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

(3) Sewer Rates. Bi Monthly Sewer rates are established as follows:

### Effective January 1, 2016

Classification	City Rate	Rural Rate	Outside UGA Rate
Single-family residential	\$82.83	\$124.26	\$165.68
Multiple residential units per unit	\$78.77	\$118.14	\$157.54
Hotels/Motels per unit	\$58.03	\$87.04	\$116.04
Commercial Minimum	\$82.83	\$124.26	\$165.68

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Class 1 (31 to 100 mg/l) per 1,000 gallons	\$1.74	\$2.61	\$3.47
Class 2 (101 to 200 mg/l) per 1,000 gallons	\$2.39	\$3.59	\$4.78
Class 3 (201 to 300 mg/l) per 1,000 gallons	\$3.06	\$4.58	\$6.11
Class 4 (301 to 400 mg/l) per 1,000 gallons	\$3.71	\$5.56	\$7.43
Class 5 (401 to 500 mg/l) per 1,000 gallons	\$4.37	\$6.55	\$8.73
Class 6 (501 to 600 mg/l) per 1,000 gallons	\$6.35	\$9.53	\$12.68
Overnight camping	0	0	0
Individual connections per unit	\$58.03	\$87.04	\$116.04
Other connections each	\$78.77	\$118.14	\$157.53
Schools	0	0	0
Minimum	\$82.83	0	0
Per 1,000 Gallons	\$4.71	0	0
Restaurants w/o grease trap surcharge	\$3.97	0	0

### Effective January 1, 2017

Classification	City Rate	Rural Rate	Outside UGA Rate
Single-family residential	\$84.49	\$126.75	\$168.99
Multiple residential units per unit	\$80.35	\$120.50	\$160.69
Hotels/Motels per unit	\$59.19	\$88.78	\$118.36
Commercial Minimum	\$84.49	\$126.75	\$168.99
Class 1 (31 to 100 mg/l) per 1,000 gallons	\$1.77	\$2.66	\$3.54
Class 2 (101 to 200 mg/l) per 1,000 gallons	\$2.44	\$3.66	\$4.88
Class 3 (201 to 300 mg/l) per 1,000 gallons	\$3.12	\$4.67	\$6.23
Class 4 (301 to 400 mg/l) per 1,000 gallons	\$3.78	\$5.67	\$7.58
Class 5 (401 to 500 mg/l) per 1,000 gallons	\$4.46	\$6.68	\$8.90

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increase.ord 2017-18 water-sewer storm

Class 6 (501 to 600 mg/l) per 1,000 gallons	\$6.48	\$9.72	\$12.93
Overnight camping	\$0.00	\$0.00	\$0.00
Individual connections per unit	\$59.19	\$88.78	\$118.36
Other connections each	\$80.35	\$120.50	\$160.68
Schools	\$0.00	\$0.00	\$0.00
Minimum	\$84.49	\$0.00	\$0.00
Per 1,000 Gallons	\$4.80	\$0.00	\$0.00
Restaurants w/o grease trap surcharge	\$4.05	\$0.00	\$0.00

### Effective January 1, 2018

Classification	City Rate	Rural Rate	Outside UGA Rate
Single-family residential	\$86.18	\$129.28	\$172.37
Multiple residential units per unit	\$81.95	\$122.91	\$163.90
Hotels/Motels per unit	\$60.37	\$90.56	\$120.73
Commercial Minimum	\$86.18	\$129.28	\$172.37
Class 1 (31 to 100 mg/l) per 1,000 gallons	\$1.81	\$2.72	\$3.61
Class 2 (101 to 200 mg/l) per 1,000 gallons	\$2.49	\$3.74	\$4.97
Class 3 (201 to 300 mg/l) per 1,000 gallons	\$3.18	\$4.77	\$6.36
Class 4 (301 to 400 mg/l) per 1,000 gallons	\$3.86	\$5.78	\$7.73
Class 5 (401 to 500 mg/l) per 1,000 gallons	\$4.55	\$6.81	\$9.08
Class 6 (501 to 600 mg/l) per 1,000 gallons	\$6.61	\$9.92	\$13.19
Overnight camping	\$0.00	\$0.00	\$0.00
Individual connections per unit	\$60.37	\$90.56	\$120.73
Other connections each	\$81.95	\$122.91	\$163.89
Schools	\$0.00	\$0.00	\$0.00
Minimum	\$86.18	\$0.00	\$0.00
Per 1,000 Gallons	\$4.90	\$0.00	\$0.00
Restaurants w/o grease trap surcharge	\$4.13	\$0.00	\$0.00

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**Effective January 1, 2019**

<b>Classification</b>	<b>City Rate</b>	<b>Rural Rate</b>	<b>Outside UGA Rate</b>
Single-family residential	\$87.90	\$131.87	\$175.82
Multiple residential units per unit	\$83.59	\$125.37	\$167.18
Hotels/Motels per unit	\$61.58	\$92.37	\$123.14
Commercial Minimum	\$87.90	\$131.87	\$175.82
Class 1 (31 to 100 mg/l) per 1,000 gallons	\$1.85	\$2.77	\$3.68
Class 2 (101 to 200 mg/l) per 1,000 gallons	\$2.54	\$3.81	\$5.07
Class 3 (201 to 300 mg/l) per 1,000 gallons	\$3.25	\$4.86	\$6.48
Class 4 (301 to 400 mg/l) per 1,000 gallons	\$3.94	\$5.90	\$7.88
Class 5 (401 to 500 mg/l) per 1,000 gallons	\$4.64	\$6.95	\$9.26
Class 6 (501 to 600 mg/l) per 1,000 gallons	\$6.74	\$10.11	\$13.46
Overnight camping	\$0.00	\$0.00	\$0.00
Individual connections per unit	\$61.58	\$92.37	\$123.14
Other connections each	\$83.59	\$125.37	\$167.17
Schools	\$0.00	\$0.00	\$0.00
Minimum	\$87.90	\$0.00	\$0.00
Per 1,000 Gallons	\$5.00	\$0.00	\$0.00
Restaurants w/o grease trap surcharge	\$4.21	\$0.00	\$0.00

**Effective January 1, 2020**

<b>Classification</b>	<b>City Rate</b>	<b>Rural Rate</b>	<b>Outside UGA Rate</b>
Single-family residential	\$89.66	\$134.50	\$179.34
Multiple residential units per unit	\$85.26	\$127.88	\$170.53
Hotels/Motels per unit	\$62.81	\$94.21	\$125.61
Commercial Minimum	\$89.66	\$134.50	\$179.34
Class 1 (31 to 100 mg/l) per 1,000 gallons	\$1.88	\$2.83	\$3.76

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Class 2 (101 to 200 mg/l) per 1,000 gallons	\$2.59	\$3.89	\$5.17
Class 3 (201 to 300 mg/l) per 1,000 gallons	\$3.31	\$4.96	\$6.61
Class 4 (301 to 400 mg/l) per 1,000 gallons	\$4.02	\$6.02	\$8.04
Class 5 (401 to 500 mg/l) per 1,000 gallons	\$4.73	\$7.09	\$9.45
Class 6 (501 to 600 mg/l) per 1,000 gallons	\$6.87	\$10.32	\$13.73
Overnight camping	\$0.00	\$0.00	\$0.00
Individual connections per unit	\$62.81	\$94.21	\$125.61
Other connections each	\$85.26	\$127.88	\$170.52
Schools	\$0.00	\$0.00	\$0.00
Minimum	\$89.66	\$0.00	\$0.00
Per 1,000 Gallons	\$5.10	\$0.00	\$0.00
Restaurants w/o grease trap surcharge	\$4.30	\$0.00	\$0.00

### Effective January 1, 2021

Classification	City Rate	Rural Rate	Outside UGA Rate
Single-family residential	\$91.45	\$137.19	\$182.92
Multiple residential units per unit	\$86.97	\$130.44	\$173.94
Hotels/Motels per unit	\$64.07	\$96.10	\$128.12
Commercial Minimum	\$91.45	\$137.19	\$182.92
Class 1 (31 to 100 mg/l) per 1,000 gallons	\$1.92	\$2.88	\$3.83
Class 2 (101 to 200 mg/l) per 1,000 gallons	\$2.64	\$3.96	\$5.28
Class 3 (201 to 300 mg/l) per 1,000 gallons	\$3.38	\$5.06	\$6.75
Class 4 (301 to 400 mg/l) per 1,000 gallons	\$4.10	\$6.14	\$8.20
Class 5 (401 to 500 mg/l) per 1,000 gallons	\$4.82	\$7.23	\$9.64
Class 6 (501 to 600 mg/l) per 1,000 gallons	\$7.01	\$10.52	\$14.00

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Overnight camping	\$0.00	\$0.00	\$0.00
Individual connections per unit	\$64.07	\$96.10	\$128.12
Other connections each	\$86.97	\$130.44	\$173.93
Schools	\$0.00	\$0.00	\$0.00
Minimum	\$91.45	\$0.00	\$0.00
Per 1,000 Gallons	\$5.20	\$0.00	\$0.00
Restaurants w/o grease trap surcharge	\$4.13	\$0.00	\$0.00

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

(5) Restaurants, for the purpose of sewer rates, shall be classified as Class 3 strength as described in subsection (3) of this section. Restaurants without approved grease traps, including those restaurants where a variance has been granted eliminating the necessity of a grease trap, shall be surcharged effective January 1, 2015 \$3.89 per 1,000. Effective January 1, 2016 \$3.97 per 1,000.

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

(7) Calculation for Sewer Rates for Schools. Schools sewer rates shall be based upon the quantity of water consumed or used on the premises during the billing period, as determined by the water meter reading; provided; if the water service is supplied to a school by other than the City of Marysville water system, the school district shall notify the City billing department of the total consumption as billed by other such water purveyor. The city rate for sewer as set

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forth in subsection (3) of this section shall apply to all school facilities, whether such facilities are within the city limits or not and whether public or privately operated. (Ord. 2284 § 1, 1999; Ord. 2130 § 2, 1997; Ord. 2117 § 3, 1997; Ord. 2109 § 2, 1996; Ord. 1840 § 2, 1991; Ord. 1809 § 2, 1990; Ord. 1798, 1990; Ord. 1434, 1985).

(8)Rate relief.

Low-income senior citizens and low-income disabled persons may be eligible for water and/or sewer rate relief pursuant to MMC 3.63.

Section 4. Section 14.19.050 of the Marysville Municipal Code is hereby amended to read as follows:

**14.19.050 Surface water utility rates.**

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

Effective January 1, 2016:

Customer Class	Rate Calculation	2016 Monthly Rate
	(1 ERU = 3,200 sq ft)	
Residential	1 ERU	<del>\$11.26</del>
Nonresidential	(sq ft of impervious surface (1 ERU))	<del>\$11.26</del>

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Effective January 1, 2017:

<u>Customer</u> Class	Rate Calculation	2017 Monthly Rate
	(1 ERU = 3,200 sq ft)	
Residential	1 ERU	\$11.48
Nonresidential	(sq ft of impervious surface (1 ERU))	\$11.48

Effective January 1, 2018:

<u>Customer</u> Class	Rate Calculation	2018 Monthly Rate
	(1 ERU = 3,200 sq ft)	
Residential	1 ERU	\$11.71
Nonresidential	(sq ft of impervious surface (1 ERU))	\$11.71

Effective January 1, 2019:

<u>Customer</u> Class	Rate Calculation	2019 Monthly Rate
	(1 ERU = 3,200 sq ft)	
Residential	1 ERU	\$11.95
Nonresidential	(sq ft of impervious surface (1 ERU))	\$11.95

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Effective January 1, 2020:

<u>Customer Class</u>	Rate Calculation	2020 Monthly Rate
	(1 ERU = 3,200 sq ft)	
Residential	1 ERU	\$12.19
Nonresidential	(sq ft of impervious surface (1 ERU))	\$12.19

Effective January 1, 2021:

<u>Customer Class</u>	Rate Calculation	2021 Monthly Rate
	(1 ERU = 3,200 sq ft)	
Residential	1 ERU	\$12.43
Nonresidential	(sq ft of impervious surface (1 ERU))	\$12.43

Section 5. Effective Date. This Ordinance and the rate schedules provided herein shall be effective January 1, 2017 and whereas noted for rates effective in January 1, 2018, January 1, 2019, January 1, 2020 and January 1, 2021.

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PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of December, 2016.

CITY OF MARYSVILLE

By \_\_\_\_\_  
JON NEHRING, Mayor

ATTEST:

By \_\_\_\_\_  
Sandy Langdon, City Clerk

Approved as to form:

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

Date of Publication: \_\_\_\_\_

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CITY OF MARYSVILLE  
Marysville, Washington

ORDINANCE NO. 2975

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON INCREASING WATER, SEWER, AND SURFACE WATER UTILITY RATES AND AMENDING SECTIONS, 14.07.060, 14.07.070, AND 14.19.050 OF THE MARYSVILLE MUNICIPAL CODE AS AUTHORIZED UNDER MMC SECTION 14.07.075.

WHEREAS, the City is authorized under Chapter 35.92 RCW to establish and maintain water and sewer systems and establish rates for those services; and

WHEREAS, the City is authorized under MMC Chapter 14.19 RCW, 35.A.12.190, RCW 35.A.11.020, Chapter 90.48 RCW and the Federal Clean Water Act to manage and set rates for Municipal storm water; and

WHEREAS, pursuant to ordinances codified in part at Chapter 14.07.060, 14.07.070 and 14.19.050 of the Marysville Municipal code, the City established water, sewer, and surface water rates for properties served by the City of Marysville water, sewer, and surface water utility; and

WHEREAS, using generally accepted rate setting techniques, and with the assistance of a qualified consultant, City staff formulated recommended water, sewer, and surface water rates; and

WHEREAS, on January 25, 2010 the Marysville City Council held a public hearing, took public testimony, fully considered the staff recommendation of proposed water, sewer, and surface water rates, and approved Staff recommendation regarding rate adjustments including establishment of storm water connection charge, restructuring of water rate to inclined block volume rate, elimination of overage rate, elimination of summer surcharge, sewer rate increase, and surface water rate increase; and

WHEREAS, the Marysville City Council, during the 2015/2016 Biennial Budget processes and adoption, finds that the recommended 2% increase of water, sewer, and surface water rates, per MMC 14.07.075(1) to be fair, just and reasonable;

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

Section 1. Section 14.07.060 of the Marysville Municipal Code is hereby amended to

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read as follows:

**14.07.060 Water rates.**

(1) Definitions.

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

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

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

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

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

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

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

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

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

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Effective January 1, 2014:

Meter Size Effective 1/1/14 Bi-Monthly Rates	AWWA Meter Factor	City Rate	Rural Rate	Outside UGA Rate
<b>Tier = factor *base rate</b>				
Multiple Residential Units (Per Unit)	N/A	\$21.36	\$32.05	\$42.72
5/8"	1	\$21.36	\$32.05	\$42.72
3/4"	1.5	\$32.05	\$48.05	\$64.07
1"	2.5	\$53.41	\$80.09	\$106.78
1-1/2"	5	\$106.78	\$160.18	\$213.57
2"	8	\$170.85	\$256.29	\$341.70
3"	16	\$341.70	\$512.55	\$683.41
4"	25	\$533.92	\$800.88	\$1,067.83
6"	50	\$1,067.83	\$1,601.73	\$2,135.64
8"	80	\$1,708.51	\$2,562.77	\$3,417.03
10"	115	\$2,455.99	\$3,683.99	\$4,911.97
12"	200	\$4,271.28	\$6,406.92	\$8,542.56

Residential & Multi-Family Effective 1/1/14 Bi-Monthly Rates	City Rate	Rural Rate	Outside UGA Rate
Volume Tiers (1,000 gal)			
0 to 6	\$1.15	\$1.72	\$2.30
7 to 20	\$4.02	\$6.04	\$8.05
21 to 30	\$4.59	\$6.89	\$9.20
31 and higher	\$5.17	\$7.75	\$10.34

Commercial Effective 1/1/14 Bi-Monthly Rates	City Rate	Rural Rate	Outside UGA Rate
Volume Tiers (1,000 gal)			
0 to 6	\$1.15	\$1.72	\$2.30
7 and higher	\$2.88	\$4.31	\$5.74

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Effective January 1, 2015:

Meter Size Effective 1/1/15 Bi-Monthly Rates	AWWA Meter Factor	City Rate	Rural Rate	Outside UGA Rate
<b>Tier = factor *base rate</b>				
Multiple Residential Units (Per Unit)	N/A	\$21.79	\$32.69	\$43.57
5/8"	1	\$21.79	\$32.69	\$43.57
3/4"	1.5	\$32.69	\$49.01	\$65.35
1"	2.5	\$54.48	\$81.69	\$108.92
1-1/2"	5	\$108.92	\$163.38	\$217.84
2"	8	\$174.27	\$261.41	\$348.53
3"	16	\$348.53	\$522.80	\$697.08
4"	25	\$544.60	\$816.90	\$1,089.18
6"	50	\$1,089.18	\$1,633.76	\$2,178.35
8"	80	\$1,742.68	\$2,614.03	\$3,485.37
10"	115	\$2,505.11	\$3,757.66	\$5,010.21
12"	200	\$4,356.71	\$6,535.05	\$8,713.41

Residential & Multi-Family Effective 1/1/15 Bi-Monthly Rates	City Rate	Rural Rate	Outside UGA Rate
Volume Tiers (1,000 gal)			
0 to 6	\$1.18	\$1.76	\$2.34
7 to 20	\$4.10	\$6.16	\$8.21
21 to 30	\$4.68	\$7.02	\$9.38
31 and higher	\$5.27	\$7.91	\$10.55

Commercial Effective 1/1/15 Bi-Monthly Rates	City Rate	Rural Rate	Outside UGA Rate
Volume Tiers (1,000 gal)			
0 to 6	\$1.18	\$1.76	\$2.34
7 and higher	\$2.93	\$4.40	\$5.86

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Effective January 1, 2016:

Meter Size Effective 1/1/16 Bi-Monthly Rates	AWWA Meter Factor	City Rate	Rural Rate	Outside UGA Rate
<b>Tier = factor *base rate</b>				
Multiple Residential Units (Per Unit)	N/A	\$22.22	\$33.34	\$44.44
5/8"	1	\$22.22	\$33.34	\$44.44
3/4"	1.5	\$33.34	\$49.99	\$66.65
1"	2.5	\$55.56	\$83.33	\$111.10
1-1/2"	5	\$111.10	\$166.65	\$222.20
2"	8	\$177.75	\$266.64	\$355.50
3"	16	\$355.50	\$533.26	\$711.02
4"	25	\$555.49	\$833.24	\$1,110.97
6"	50	\$1,110.97	\$1,666.44	\$2,221.91
8"	80	\$1,777.53	\$2,666.31	\$3,555.08
10"	115	\$2,555.21	\$3,832.82	\$5,110.42
12"	200	\$4,443.84	\$6,665.76	\$8,887.68

Residential & Multi-Family Effective 1/1/16 Bi-Monthly Rates	City Rate	Rural Rate	Outside UGA Rate
Volume Tiers (1,000 gal)			
0 to 6	\$1.20	\$1.79	\$2.39
7 to 20	\$4.18	\$6.28	\$8.37
21 to 30	\$4.78	\$7.16	\$9.57
31 and higher	\$5.38	\$8.07	\$10.76

Commercial Effective 1/1/16 Bi-Monthly Rates	City Rate	Rural Rate	Outside UGA Rate
Volume Tiers (1,000 gal)			
0 to 6	\$1.20	\$1.79	\$2.39
7 and higher	\$2.99	\$4.49	\$5.97

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

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

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

**Effective January 1, 2014**

- (a) Private hydrants, each: ~~\$41.22~~ per year;
- (b) Wet standpipe systems: ~~\$41.22~~ per year;
- (c) Dry standpipe systems: None;
- (d) Automatic sprinkler systems:

1. Each owner of an automatic sprinkler system shall be charged a monthly rate based upon the size of the water service line that serves the system. The following are the bimonthly rates:

Size of Line	Bimonthly Charge
2-inch	<del>\$44.83</del>
3-inch	<del>\$55.18</del>
4-inch	<del>\$67.79</del>
6-inch	<del>\$85.03</del>
8-inch	<del>\$111.50</del>
10-inch	<del>\$140.21</del>
12-inch	<del>\$161.95</del>

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**Effective January 1, 2015**

- (a) Private hydrants, each: \$42.04 per year;
- (b) Wet standpipe systems: \$42.04 per year;
- (c) Dry standpipe systems: None;
- (d) Automatic sprinkler systems:

1. Each owner of an automatic sprinkler system shall be charged a monthly rate based upon the size of the water service line that serves the system. The following are the bimonthly rates:

<b>Size of Line</b>	<b>Bimonthly Charge</b>
2-inch	\$45.73
3-inch	\$56.28
4-inch	\$69.15
6-inch	\$86.73
8-inch	\$113.73
10-inch	\$143.01
12-inch	\$165.19

**Effective January 1, 2016**

- (a) Private hydrants, each: \$42.88 per year;
- (b) Wet standpipe systems: \$42.88 per year;
- (c) Dry standpipe systems: None;
- (d) Automatic sprinkler systems:

1. Each owner of an automatic sprinkler system shall be charged a monthly rate based upon the size of the water service line that serves the system. The following are the bimonthly rates:

<b>Size of Line</b>	<b>Bimonthly Charge</b>
2-inch	\$46.64
3-inch	\$57.41
4-inch	\$70.53
6-inch	\$88.46
8-inch	\$116.00
10-inch	\$145.87
12-inch	\$168.49

2. As of 1/1/2010 automatic sprinkler systems without a separate meter and where the line is under 2 inches, will become part of the minimum water rate as a result of the rate restructuring.

- (6) Reduced Utility Charges in Special Cases. Upon application by a utility customer, the

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Chief Administrative Officer or designee shall have the discretion to make reasonable and equitable reduction in utility accounts, on a case-by-case basis, in the following circumstances:

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

(9) Calculation of Water Bill for School Facilities. The city rate for water as set forth in subsection (2) of this section shall apply to all school facilities, whether such facilities are within the city limits or not. (Ord. 2181 §§ 1, 2, 1998; Ord. 2130 § 1, 1997; Ord. 2117 §§ 1, 2, 1997; Ord. 2109 § 1, 1996; Ord. 1840 § 1, 1991; Ord. 1809 § 1, 1990; Ord. 1789, 1990; Ord. 1434, 1985).

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

Section 2. Section 14.07.070 of the Marysville Municipal Code is hereby amended to read as follows:

**14.07.070 Sewer rates.**

(1) Definitions.

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

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

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

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

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

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

(g) “Commercial/industrial” refers to all nonresidential land uses which are not

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specifically itemized or defined as being included within other classifications.

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

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

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

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(3) Sewer Rates. Bi Monthly Sewer rates are established as follows:

**Effective January 1, 2014**

<b>Classification Effective 1/1/14 Bi-Monthly Rates</b>	<b>City Rate</b>	<b>Rural Rate</b>	<b>Outside UGA Rate</b>
Single-family residential	\$79.61	\$119.43	\$159.24
Multiple residential units per unit	\$75.71	\$113.56	\$151.42
Hotels/Motels per unit	\$55.77	\$83.66	\$111.54
Commercial Minimum	\$79.61	\$119.43	\$159.24
Class 1 (31 to 100 mg/l) per 1,000 gallons	\$1.67	\$2.51	\$3.34
Class 2 (101 to 200 mg/l) per 1,000 gallons	\$2.30	\$3.45	\$4.59
Class 3 (201 to 300 mg/l) per 1,000 gallons	\$2.94	\$4.41	\$5.88
Class 4 (301 to 400 mg/l) per 1,000 gallons	\$3.57	\$5.34	\$7.14
Class 5 (401 to 500 mg/l) per 1,000 gallons	\$4.20	\$6.29	\$8.39
Class 6 (501 to 600 mg/l) per 1,000 gallons	\$6.10	\$9.16	\$12.19
Overnight camping			
Individual connections per unit	\$55.77	\$83.66	\$111.54
Other connections each	\$75.71	\$113.56	\$151.41
Schools			
Minimum	\$79.61		
Per 1,000 Gallons	\$4.53		
Restaurants w/o grease trap surcharge	\$3.81		

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increase.ord 2015 water-sewer storm

**Effective January 1, 2015**

<b>Classification Effective 1/1/15 Bi-Monthly Rates</b>	<b>City Rate</b>	<b>Rural Rate</b>	<b>Outside UGA Rate</b>
Single-family residential	\$81.20	\$121.82	\$162.43
Multiple residential units per unit	\$77.23	\$115.83	\$154.45
Hotels/Motels per unit	\$56.89	\$85.33	\$113.77
Commercial Minimum	\$81.20	\$121.82	\$162.43
Class 1 (31 to 100 mg/l) per 1,000 gallons	\$1.71	\$2.56	\$3.40
Class 2 (101 to 200 mg/l) per 1,000 gallons	\$2.34	\$3.52	\$4.68
Class 3 (201 to 300 mg/l) per 1,000 gallons	\$3.00	\$4.49	\$5.99
Class 4 (301 to 400 mg/l) per 1,000 gallons	\$3.64	\$5.45	\$7.28
Class 5 (401 to 500 mg/l) per 1,000 gallons	\$4.29	\$6.42	\$8.56
Class 6 (501 to 600 mg/l) per 1,000 gallons	\$6.22	\$9.34	\$12.43
Overnight camping			
Individual connections per unit	\$56.89	\$85.33	\$113.77
Other connections each	\$77.23	\$115.83	\$154.44
Schools			
Minimum	\$81.20	0	0
Per 1,000 Gallons	\$4.62	0	0
Restaurants w/o grease trap surcharge	\$3.89	0	0

ORDINANCE - 11

increase.ord 2015 water-sewer storm

**Effective January 1, 2016**

<b>Classification Effective 1/1/16 Bi-Monthly Rates</b>	<b>City Rate</b>	<b>Rural Rate</b>	<b>Outside UGA Rate</b>
Single-family residential	\$82.83	\$124.26	\$165.68
Multiple residential units per unit	\$78.77	\$118.14	\$157.54
Hotels/Motels per unit	\$58.03	\$87.04	\$116.04
Commercial Minimum	\$82.83	\$124.26	\$165.68
Class 1 (31 to 100 mg/l) per 1,000 gallons	\$1.74	\$2.61	\$3.47
Class 2 (101 to 200 mg/l) per 1,000 gallons	\$2.39	\$3.59	\$4.78
Class 3 (201 to 300 mg/l) per 1,000 gallons	\$3.06	\$4.58	\$6.11
Class 4 (301 to 400 mg/l) per 1,000 gallons	\$3.71	\$5.56	\$7.43
Class 5 (401 to 500 mg/l) per 1,000 gallons	\$4.37	\$6.55	\$8.73
Class 6 (501 to 600 mg/l) per 1,000 gallons	\$6.35	\$9.53	\$12.68
Overnight camping			
Individual connections per unit	\$58.03	\$87.04	\$116.04
Other connections each	\$78.77	\$118.14	\$157.53
Schools			
Minimum	\$82.83	0	0
Per 1,000 Gallons	\$4.71	0	0
Restaurants w/o grease trap surcharge	\$3.97	0	0

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

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increase.ord 2015 water-sewer storm

provisions of this section and MMC 14.07.060, as such sections originally read or as subsequently amended, shall be nonrefundable notwithstanding the provisions of this subsection.

(5) Restaurants, for the purpose of sewer rates, shall be classified as Class 3 strength as described in subsection (3) of this section. Restaurants without approved grease traps, including those restaurants where a variance has been granted eliminating the necessity of a grease trap, shall be surcharged ~~effective January 1, 2014 \$3.81 per 1,000~~ effective January 1, 2015 \$3.89 per 1,000. Effective January 1, 2016 \$3.97 per 1,000.

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

(7) Calculation for Sewer Rates for Schools. Schools sewer rates shall be based upon the quantity of water consumed or used on the premises during the billing period, as determined by the water meter reading; provided; if the water service is supplied to a school by other than the City of Marysville water system, the school district shall notify the City billing department of the total consumption as billed by other such water purveyor. The city rate for sewer as set forth in subsection (3) of this section shall apply to all school facilities, whether such facilities are within the city limits or not and whether public or privately operated. (Ord. 2284 § 1, 1999; Ord. 2130 § 2, 1997; Ord. 2117 § 3, 1997; Ord. 2109 § 2, 1996; Ord. 1840 § 2, 1991; Ord. 1809 § 2, 1990; Ord. 1798, 1990; Ord. 1434, 1985).

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

Section 3. Section 14.19.050 of the Marysville Municipal Code is hereby amended to read as follows:

**14.19.050 Surface water utility rates.**

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

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becomes available for such parcel, and will be calculated in accordance with the following table:

Effective January 1, 2014:

<u>Customer Class</u>	Rate Calculation	2014 Monthly Rate
	(1 ERU = 3,200 sq ft)	
Residential	1 ERU	\$10.82
Nonresidential	(sq ft of impervious surface (1 ERU))	\$10.82
Connection Charge	1 ERU	\$98.84

Effective January 1, 2015:

<u>Customer Class</u>	Rate Calculation	2015 Monthly Rate
	(1 ERU = 3,200 sq ft)	
Residential	1 ERU	\$11.04
Nonresidential	(sq ft of impervious surface (1 ERU))	\$11.04

Effective January 1, 2016:

<u>Customer Class</u>	Rate Calculation	2016 Monthly Rate
	(1 ERU = 3,200 sq ft)	
Residential	1 ERU	\$11.26
Nonresidential	(sq ft of impervious surface (1 ERU))	\$11.26

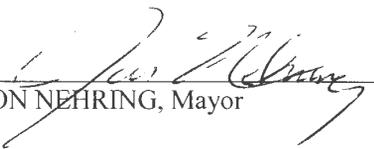
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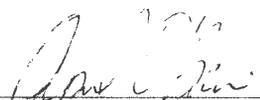
Section 5. Effective Date. This Ordinance and the rate schedules provided herein shall be effective January 1, 2015 and whereas noted for rates effective in January 1, 2016.

PASSED by the City Council and APPROVED by the Mayor this 24<sup>th</sup> day of November, 2014.

CITY OF MARYSVILLE

By   
JON NEHRING, Mayor

ATTEST:

By   
City Clerk

Approved as to form:

By   
GRANT K. WEED, City Attorney

Date of Publication: December 6, 2014

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increase.ord 2015 water-sewer storm

### 2016 Residential Monthly Utility Rate Comparison

Comparison is based on a single family residence using 600 Cubic Feet of water per month  
Garbage rates are not included

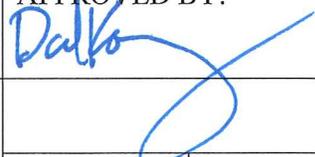
City	Water Base Rate	Water Excess Rate	Water Excess Costs	Sewer Base	Sewer Excess	Stormwtr	Total Bill Before Taxes
Snohomish	\$24.84	\$4.58	\$9.16	\$69.99	\$5.90	\$14.39	\$118.38
Lake Stevens	\$42.57	\$3.46	\$0.00	\$83.00	\$0.00	\$8.67	\$134.24
Sultan	\$36.16	\$3.28	\$0.00	\$74.47	\$0.00	\$9.53	\$120.16
Monroe	\$17.73	\$5.05	\$10.10	\$94.51	\$0.00	\$10.92	\$133.26
Burlington	\$58.93	\$3.66	\$0.00	\$30.56	\$4.36	\$6.47	\$95.96
Granite Falls	\$28.15	\$3.26	\$3.26	\$58.30	\$0.00	\$9.00	\$98.71
Arlington	\$32.15	\$2.94	\$8.82	\$70.15	\$0.00	\$6.89	\$118.01
Sedro-Wolley	\$58.93	\$3.66	\$0.00	\$57.46	\$0.00	\$5.67	\$122.06
Mt Vernon	\$58.93	\$3.66	\$0.00	\$47.75	\$0.00	\$6.05	\$112.73
Stanwood	\$24.37	\$3.19	\$0.00	\$39.79	\$5.55	\$12.25	\$76.41
Marysville	\$11.11	\$1.20	\$4.80	\$41.42	\$0.00	\$11.26	\$68.59

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**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: December 12, 2016**

<b>AGENDA ITEM:</b> PA 16017 – Marysville, Lake Stevens, and Lakewood School Districts’ Capital Facilities Plan (CFPs)	<b>AGENDA SECTION:</b> New Business	
<b>PREPARED BY:</b> Angela Gemmer, Senior Planner	<b>APPROVED BY:</b> 	
<b>ATTACHMENTS:</b> 1. Memo to PC dated October 28, 2016 2. PC Recommendation dated November 9, 2016 3. PC Minutes dated October 11 and November 9, 2016 4. Marysville School District CFP 5. Lake Stevens School District CFP 6. Lakewood School District CFP 7. Adopting Ordinance		
	MAYOR	CAO
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>	

**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 11, 2016 and a duly advertised public hearing on November 9, 2016 to review the Marysville, Lake Stevens and Lakewood School District’s 2016 – 2021 CFPs, and received testimony from staff and each school district’s representative. There was no public testimony provided at the public hearing.

Following the public hearing, the PC made a motion to recommend the Marysville, Lake Stevens and Lakewood School District 2016 – 2021 CFPs to Marysville City Council for adoption by ordinance.

<b>RECOMMENDED ACTION:</b> Affirm the PC’s Recommendation and adopt the Marysville, Lake Stevens and Lakewood 2016 – 2021 CFPs as a sub-element of the Capital Facilities Element of the Marysville Comprehensive Plan.
<b>COUNCIL ACTION:</b>



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

## MEMORANDUM

**DATE:** October 28, 2016  
**TO:** Planning Commission  
**FROM:** Angela Gemmer, Associate Planner  
**RE:** 2016-2021 School District Capital Facilities Plans for the Marysville, Lake Stevens, and Lakewood School Districts PA16-017  
**CC:** Dave Koenig, Community Development Director  
 Chris Holland, Planning Manager  
 Mike Sullivan, Marysville School District  
 Robb Stanton, Lake Stevens School District  
 Michael Mack, 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. Districts' CFPs 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 Growth Management Act (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 districts' CFPs, 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 CFPs have been adopted by each district's board of directors.

For the current CFP update only, the Lake Stevens School District is applying an additional local (elective) discount to the school impact fee. Over the next six years, the District will need to add additional capacity (a new elementary school and new classrooms to the existing high school) to address current and expected growth. These projects will result in additional capacity costs that are reflected in fees that are significantly higher than the current fees. Recognizing the impact of the fee increase to the development community and new home buyers, while balancing the needs of the District, an additional elective credit of \$1,945 has been provided to the single family impact fee.

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) and the elective credit noted above for the Lake Stevens School District:

<b>Marysville School District</b>	<b>2014 - 2019 (current)</b>	<b>2016 – 2021 (proposed)</b>	<b>Difference</b>
Single-family	\$1,817.00	<b>\$1,552.00</b>	<b>-\$265.00</b>
Multi-family (studio or one bedroom unit)	\$0.00	\$0.00	\$0.00
Multi-family (two or more bedroom unit)	\$1,180.00	<b>\$2,096.00</b>	<b>+\$916.00</b>
<b>Lake Stevens School District</b>	<b>2014 – 2019 (current)</b>	<b>2016 – 2021 (proposed)</b>	<b>Difference</b>
Single-family	\$4,680.00	<b>\$6,624.00</b>	<b>+\$1,944.00</b>
Duplex/Townhouse	\$2,532.00	<b>\$3,678.00</b>	<b>+\$1,146.00</b>
Multi-family (studio or one bedroom unit)	\$0.00	\$0.00	\$0.00
Multi-family (two or more bedroom unit)	\$2,532.00	<b>\$3,678.00</b>	<b>+\$1,146.00</b>
<b>Lakewood School District</b>	<b>2014 – 2019 (current)</b>	<b>2016 – 2021 (proposed)</b>	<b>Difference</b>
Single-family	\$1,203.00	<b>\$857.00</b>	<b>-\$346.00</b>
Multi-family (studio or one bedroom unit)	\$0.00	\$0.00	\$0.00
Multi-family (two or more bedroom unit)	\$2,811.00	<b>\$1,037.00</b>	<b>-\$1,774.00</b>

Staff respectfully requests that the Planning Commission forward a recommendation of approval for the Marysville, Lake Stevens, and Lakewood Schools Districts' 2016 to 2021CFPs to the City Council for adoption as a subelement of the Capital Facilities Element of the Marysville Comprehensive Plan.



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

## PC Recommendation – 2016-2021 School District Capital Facilities Plans Update

The Planning Commission (PC) of the City of Marysville, having held a public hearing on November 9, 2016 in review of a NON-PROJECT action amendment of the Marysville Comprehensive Plan, proposing adoption of the 2016-2021 School District Capital Facilities Plans Update as a subelement 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 review on September 22, 2016, in accordance with RCW 36.70A.106.
2. The PC held a public work session to both introduce and review the NON-PROJECT action amendments proposing adoption of the NON-PROJECT action 2016-2021 School District Capital Facilities Plans Update as described above, on October 11, 2016.
3. The PC held a duly-advertised public hearing on November 9, 2016 and received testimony from city staff and the public.
4. At the public hearing, the PC reviewed and considered the 2016-2021 School District Capital Facilities Plans Update.

### CONCLUSION:

At the public hearing, held on November 9, 2016, the PC recommended **APPROVING** the 2016-2021 School District Capital Facilities Plans Update.

### RECOMMENDATION:

Forwarded to City Council as a Recommendation of **APPROVAL** of the NON-PROJECT action known as 2016-2021 School District Capital Facilities Plans Update, as a subelement of the 2015 Comprehensive Plan, this *November 9, 2016*.

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

Stephen Leifer, Planning Commission Chair

# PLANNING COMMISSION



# MINUTES

October 11, 2016

7:00 p.m.

City Hall

## CALL TO ORDER

Chair Leifer called the October 11, 2016 meeting to order at 7:00 p.m. noting the excused absence of Commissioner Smith and the presence of the various school district representatives.

### Marysville

**Chairman:** Steve Leifer

**Commissioners:** Roger Hoen, Jerry Andes, Kelly Richards, Tom Thetford, Brandon Whitaker

**Staff:** Community Development Director Dave Koenig, Associate Planner Angela Gemmer

**Absent:** Kay Smith (excused)

## APPROVAL OF MINUTES

### September 27, 2016

**Motion** made by Commissioner Richards, seconded by Commissioner Whitaker, to approve the September 27, 2016 Meeting Minutes. **Motion** passed unanimously (6-0).

## AUDIENCE PARTICIPATION

### NEW BUSINESS

#### A. School District's 2016-2021 Capital Facilities Plan

- Robb Stanton, Lake Stevens School District
- Denise Stiffarm, Pacifica Law Group representing Marysville and Lakewood School Districts
- Dale Leach, Lakewood School District

Associate Planner Angela Gemmer explained in order to collect school district impact fees, each school district is required to adopt a Capital Facilities Plan as a

sub-element to the City's Capital Facilities Element of the Comprehensive Plan. This year Lake Stevens School District has a sizeable increase in its impact fees due to capital facility improvements. They have adopted a local discount to try to mitigate the impacts to their community while still balancing the needs of the district to provide amenities for the children that will be served by the district. Marysville School District is seeing a slight reduction in their single-family impact fee and almost a \$1,000 increase in their multi-family rate. Lake Stevens School District is proposing significant increases (~\$2,000) for single-family impact fee rates and moderate increases of about \$1,200 is proposed for duplex and multi-family units. Lakewood School District is seeing decreases in both its single-family and multifamily rates.

- Lake Stevens School District No. 4

Robb Stanton explained that Lake Stevens never stopped growing even during the economic downturn so they have seen a tremendous growth, especially in elementary students. This is the significant reason for the increase in impact fees. Additionally, they are doing a high school modernization with additional square footage. Also, the student generation rate went up which factored in to the fees. Lake Stevens' fees went up 83% when they did the calculation. The Board sincerely believes that development should share in the cost of growth, but they also believe that that big of a jump would be difficult. As a result they settled on an increase of about \$2,000 (instead of about \$4,000) by providing a local discount.

Commissioner Hoen asked about the total impact fee to a dwelling. Angela Gemmer explained that it was approximately \$17,000 total for traffic and park impact fees, and capital improvement fees plus the school impact fee which varies depending on the district. Mr. Stanton added that they calculated that the school district impact fees are 18-20% of the total fees of a single family residence.

Chair Leifer commented on the dramatic difference of the cost per head for new construction between the school districts. Denise Stiffarm explained that the student generation rate is what drives the impact fees. Each district does a district-specific student generation rate based on the average number of students that come out of dwelling units. One is done for multifamily and one is done for single family. Lakewood's impact fee is based upon a high school project so their key factor is the high school student generation rate. Marysville's impact fee is based on a middle school project so their key factor is the middle school student generation rate. Similarly, Lake Stevens has an elementary project which is based upon the elementary student generation rate. The student generation rate for elementary schools tends to be higher because there tends to be more elementary students coming out of new dwelling units.

Commissioner Richards asked why the student generation rate is so much higher for elementary projects than middle or high school projects. Mr.

Stanton speculated that it has to do with the nature of the kinds of homes that were built in Lake Stevens.

Chair Leifer asked if any of the additional cost has to do with the fact that properties around Lake Stevens pay higher property taxes than Lakewood or Marysville. Ms. Stiffarm did not think so. In the fee formula there is a credit provided for any taxes that a homeowner will pay towards a school bond or other project to ensure they are not paying twice. A higher assessed valuation would actually lead to a lower impact fee.

- Lakewood School District No. 306

Ms. Stiffarm explained that Lakewood's plan is a continuation of what they had in 2014 which is focused on building high school capacity. They passed a bond a couple years ago, and they are well into construction of that project. The district has had pretty moderate growth over the past several years which is expected to continue over the next few years. The big difference with this year's plan is that the impact fees based on the high school project are going down at the single-family level by a bit and down even more for multi-family units. The new school is expected to open soon and be ready for kids.

Commissioner Andes commented that with all the new apartments that were built in the last several years it doesn't make sense that the fees have gone down. Ms. Stiffarm explained that there are fewer students in those units than were expected.

Mr. Leach added that there are two major multi-family developments which have been built. One of those is seeing a higher number of students than the student generation rate. The other is not seeing as high a number of students as expected. The district is trying to anticipate and prepare as well as possible. So far they are up about 2% in their enrollment this year.

- Marysville School District No. 25

Ms. Stiffarm explained that Marysville had a bond measure that did not pass in April. The Capital Facilities Plan has held steady with what was in the 2014 Plan but with some adjustments to it based on the district's identified capacity needs. There is new capacity being added at the elementary school level. There is a new middle school in this plan that was planned as part of the April 2016 bond and some high school capacity additions. Only the middle school project was used for the student generation rate. The multi-family student generation rate is almost the same as the single family rate. The district has chosen to use moderate growth projections for the next six-year period. The district has implemented full-day kindergarten and is looking to reduce K-3 class size, but that is not a part of this plan.

Commissioner Andes asked about the overall plan for the middle schools. Ms. Stiffarm explained they are keeping two of the middle schools, but Totem Middle School will close. By moving students around and expanding the middle school at the Marysville-Tulalip campus and building the new middle school they will have a net increase of about 250 student capacity at the middle school level. Commissioner Richards asked about the location of the new middle school. Ms. Stiffarm wasn't sure, but indicated she could provide that information to staff.

Chair Leifer acknowledged the school district's tremendous needs. He noted that Marshall Elementary is bursting at the seams and wondered if there is something planned to relieve that. Ms. Stiffarm agreed that there is a need at the elementary level for more capacity, but noted that it is not addressed as part of this Capital Facilities Plan.

Commissioner Whitaker referred to two tables on page 20 and asked about the difference between the two tables. Ms. Stiffarm explained that the two tables together would comprise the anticipated wish list for the bond measure. The top table identifies those improvements that add capacity, and the bottom table identifies those that relate more to modernization.

Chair Leifer thanked everyone for the presentations. Associate Planner commented that there would be a public hearing in early November. Mr. Stanton thanked Angela Gemmer for all of her work on their behalf. The others agreed.

#### B. WSDOT ROW Annexation – Pre-zone

Associate Planner Gemmer explained that the City is looking to annex right-of-way that is going to serve the future interchange on the south end of town. She noted that there are plans to have a public hearing on Tuesday, October 25. She explained staff was looking for confirmation that there would be a quorum on that date so that action can be taken.

Chair Leifer asked about the purpose of this annexation. Community Development Director Koenig explained that as it stands now, when this goes forward through the permit process, it will have to go through Snohomish County and Marysville because there is a small section that is in the county. Staff's hope is that it can just go through Marysville so it will be easier to get permitted. Additionally, the community is already providing services to this area so it clears up jurisdictional issues.

**Motion** made by Commissioner Richards, seconded by Commissioner Andes, to direct staff to schedule a hearing for October 25. **Motion** passed unanimously (6-0).

Commissioner Andes asked about the Lakewood Master Plan. Director Koenig replied they are planning to have another work session on that first. The work session may be at the next meeting depending on when it is ready.

Chair Leifer asked about the concurrency rate up at 172<sup>nd</sup>/I-5. Director Koenig explained that he would have Public Works respond to it in detail. Chair Leifer asked about 169<sup>th</sup> and asked if the City is going to fund the roundabout at 23<sup>rd</sup> and the section from 169<sup>th</sup> over to 27<sup>th</sup>. Director Koenig replied that this would be in the proposed budget.

Commissioner Hoen asked if the potential westbound left-turn lane at 27<sup>th</sup> might be eliminated. Director Koenig explained that it would. Commissioner Hoen referred to 169<sup>th</sup> and asked if the alignment of the road had been decided yet. Director Koenig explained that the curve required to move the road over would take up most of the area anyway. From a design standpoint curving the road doesn't do as much as you would think it would.

## CITY COUNCIL AGENDA ITEMS AND MINUTES

### ADJOURNMENT

**Motion** made by Commissioner Hoen, seconded by Commissioner Richards, to adjourn the meeting at 7:53 p.m. **Motion** passed unanimously.

### NEXT MEETING:

October 25, 2016

  
 \_\_\_\_\_  
 Angela Gemmer, Senior Planner for  
 Laurie Hugdahl, Recording Secretary

# PLANNING COMMISSION



# MINUTES

November 9, 2016

7:00 p.m.

City Hall

## CALL TO ORDER

Chair Leifer called the November 9, 2016 meeting to order at 7:00 p.m. noting the absence of Kelly Richards.

## Roll Call

**Chairman:** Steve Leifer

**Commissioners:** Roger Hoen, Kay Smith, Brandon Whitaker, Jerry Andes, Tom Thetford, Kelly Richards

**Staff:** Community Development Director Dave Koenig, Senior Planner Angela Gemmer, City Engineer Jeff Laycock, Project Engineer Ryan Morrison, Water Resources Manager Kari Chennault, Surface Water Specialist Matthew Eyer

**Absent:**

## APPROVAL OF MINUTES

October 25, 2016

Chair Leifer requested that two corrections be made to the minutes to clarify the intent of the statements made.

**Motion** made by Commissioner Smith, seconded by Commissioner Richards, to approve the October 25 Meeting Minutes as corrected.

Commissioner Richards arrived at 7:05.

**Motion** passed unanimously (7-0), to approve the minutes as corrected.

## AUDIENCE PARTICIPATION

None

## **PUBLIC HEARING**

### School District's 2016-2021 Capital Facilities Plan

Chair Leifer opened the hearing at 7:06 p.m. Ms. Gemmer explained what the requirements were for school impact fees to be collected by school districts. The districts had submitted CFP's that met all the required criteria. She then described the criteria that had to be met, and stated that all required elements for approval had been addressed. Lake Stevens School District was utilizing a local discount in their plan this year to determine fees due to a large increase in the school impact fee. The large increase is based on the need to construct new elementary school and new classrooms to the existing high school. In order to mitigate the impacts of a large increase in fees, a local discount was being proposed to balance the needs of the school district with the impacts to future residents and developers

Ms. Gemmer overviewed each of the districts' proposed impact fee changes. Staff is requesting Planning Commission make a recommendation to City Council to approve the plans as presented.

Chair Leifer stated that all of his curiosities had been satisfied at the previous meetings when each district presented their individual plans.

Commissioner Hoen questioned why Lake Stevens was in the Marysville Plan. Ms. Gemmer explained the reason for this; being the boundaries don't always neatly coincide with City limit boundaries. Director Koenig added that school district boundaries are separate from City boundaries, and that as the City has grown, it has grown into other school district boundaries.

Public Comment – None

**Motion** made by Commissioner Richards, seconded by Commissioner Smith, to forward this to the City Council with a recommendation for approval. **Motion** passed unanimously (7-0).

The public hearing was closed at 7:15 p.m.

## **NEW BUSINESS**

### Water Comprehensive Plan

Mr. Morrison began an explanation of the Comp Plan and described the update process for the plan. Mr. Morrison gave a presentation of the current water service provided by the City, including the current water service area and types of connections, as well as consumption history and demand and projected consumption for the future. He then

described the proposed improvements to the water system that would be required in the future and the costs associated with those improvements. Mr. Morrison explained that the plan focused on the use of City sources in order to limit the reliance on the Everett system, which comes at a much higher cost.

Chair Leifer questioned a recent Tribe funded water main and how the diversion to the Tribes would be reduced. Morrison and Laycock commented that once that line went active, it would likely reduce the City's contribution. Chair Leifer also asked if the water system contributed to the general fund or if rates were just enough to cover costs. Mr. Morrison and Laycock explained that the capital fees funded the infrastructure and that the rates covered the needs of the system.

Commissioner Richards questioned what the Arlington Christian School box on the map meant. Mr. Morrison explained that they receive water from Marysville. He also questioned whether fluoride in City water was necessary. Mr. Morrison commented that Marysville does not fluoridate its water, though the Everett water supply does. Ms. Chennault added that there is not a hard boundary between water systems, so it is difficult to tell the percentage of fluoride. Generally, the further north you are in the City, the less fluoride in the water.

Mr. Laycock discussed the work being done to ensure adequate supply and flow in the 83<sup>rd</sup> and 87<sup>th</sup> Ave. area to accommodate the expected development in that area. There was discussion about any plans to increase pressure north of 100<sup>th</sup> Street. Ms. Chennault noted that the plan had looked for any deficiencies throughout the City and that any areas with psi below 40 had been identified. The area Chair Leifer mentioned was approximately 55 psi, so was not identified as deficient in the plan.

It was noted that there was sufficient water for the anticipated population growth.

### Stormwater Comprehensive Plan

Mr. Eyer described the current stormwater system. The system is regulated by DOE. He explained that we are in the middle of a permit cycle, so the planned goals are to look at any deficiencies in the system and how to correct them. The entire system underwent analysis and concerns were identified. He overviewed the results of the analysis, including a total of 25 projects identified. A six year plan was developed to address the 25 projects identified as well as the potential funding sources to address the issues identified. Mr. Eyer overviewed each of the projects. He explained the financial review included in the plan.

Commissioner Thetford questioned if the total for the water treatment facility project included the grant funds. Mr. Eyer replied that it did, and if the grant funding were not received, the project would not be feasible without a grant.

Commissioner Whitaker asked if the list of CIP projects submitted with the Municipal Permit annual reports to DOE were included in the Surface Water Plan update. Mr. Eyer responded that the stormwater comp plan was a bit unlike the water and sewer comp

plans in that there is not a RCW requirement or permit requirement to include that and that was why they tried to streamline it and not include anything that was not useful.

Chair Leifer questioned the remaining capacity in the stormwater ponds. Mr. Eyer replied that Pond 1 is at capacity, and Pond 2 had 147 acres of developable land capacity still available. There was discussion on whether pond 1 acreage that had been paid for but that was not currently being used. Ms. Chennault added that the ordinance required a building permit be obtained in order to buy into the pond and that many properties obtained a grading permit, but did not necessarily have civil plans or an actual planned project at this time. Low Impact Design methodologies were discussed including how the expected new requirements to utilize these methodologies would affect someone that had already bought into the pond. Ms. Chennault responded that the ponds themselves are a low impact development feature and that she was hopeful this fact could be utilized to meet some of the requirements.

Chair Leifer commended staff on the work and thoroughness of the presentations.

## **CITY COUNCIL AGENDA ITEMS AND MINUTES**

### **ADJOURNMENT**

**Motion** made by Commissioner Richards, seconded by Commissioner Thetford, to adjourn the meeting at 7:51 p.m. **Motion** passed unanimously.

**NEXT MEETING** – November 22



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Amy Hess, Recording Secretary

# MARYSVILLE SCHOOL DISTRICT NO. 25

## CAPITAL FACILITIES PLAN

**2016-2021**

### ***BOARD OF DIRECTORS***

Pete Lundberg, President

Dr. Tom Albright, Vice President

Bruce Larson

Mariana Maksimos

Chris Nation

### ***SUPERINTENDENT***

Dr. Becky Berg

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For information regarding the Marysville School District 2016-2021 Capital Facilities Plan, contact the Finance and Operations Department, Marysville School District No. 25, 4220 80th Street N.E., Marysville, Washington 98270-3498. Telephone: (360) 965-0094.

## *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 (2016-2021).

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 10,885 (October 1, 2015 enrollment) with ten 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 9<sup>th</sup> graders to Marysville Pilchuck High School with approximately 500 9<sup>th</sup> graders remaining at Marysville Junior High School. In 2007, the District completed the shift of 9<sup>th</sup> 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 make progress in addressing capacity needs. The opening of Grove Elementary School, the Marysville Tulalip Campus, and the Marysville Getchell Campus help to alleviate some of these needs. However, the District expects growth-related enrollment increases at the elementary and middle school level. Also of concern is the condition of existing facilities.

### ***Facilities and Capacity Needs***

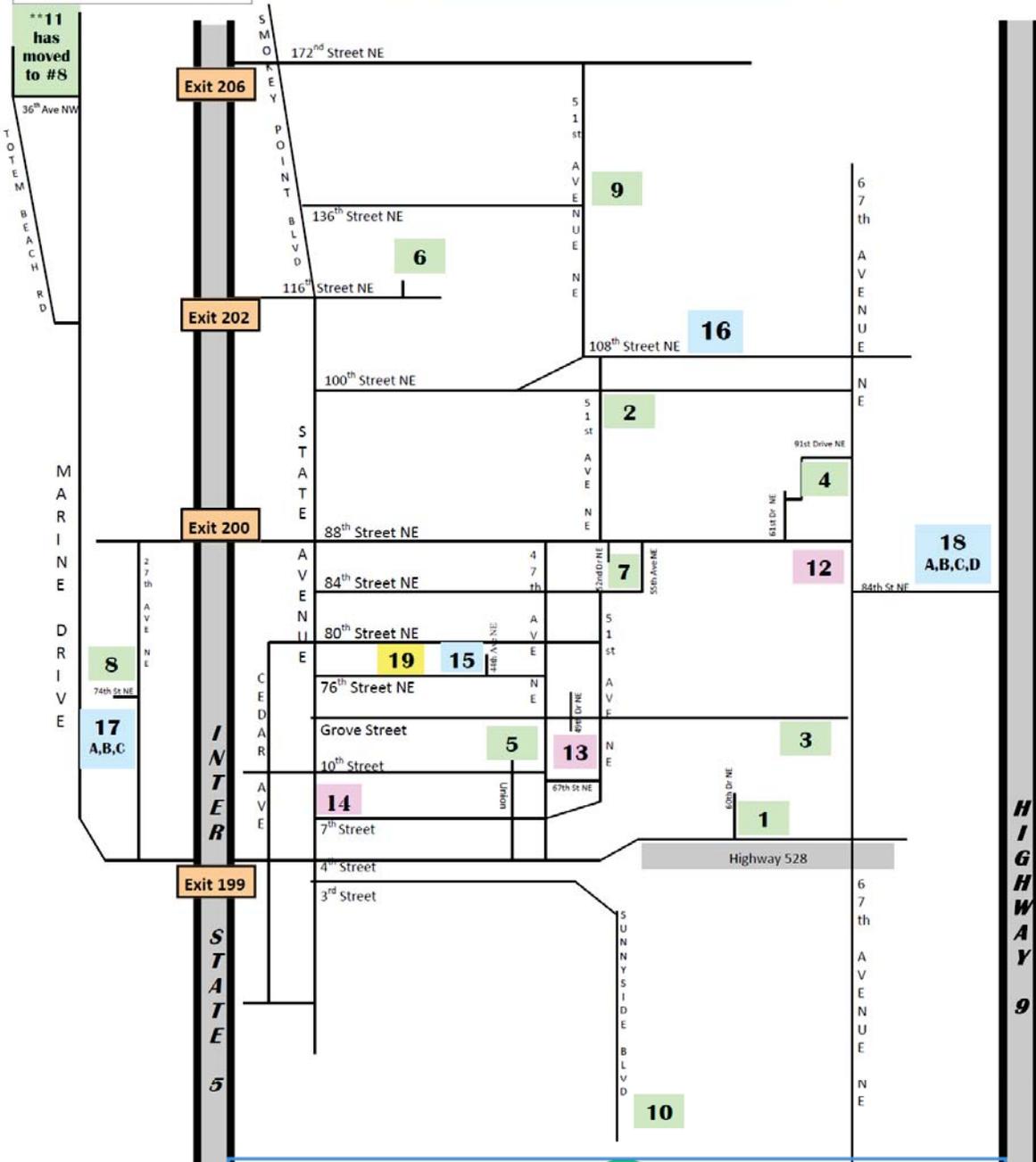
The District encounters a variety of issues that affect the capital facilities planning process. Affordable housing (as compared to Seattle and adjacent cities) in the District tends to draw young families, which puts demands on the school facilities. In addition, the 2005 amendments to the Snohomish 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. School capacity impacts are obvious.

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. In 2014, District voters approved a \$12 million technology levy. The District presented a \$230 million bond measure to the voters in April 2016 to fund modernization and addition projects as identified in this Capital Facilities Plan. The District failed to received sufficient votes for approval of the bond proposal. The District's Board of Directors will evaluate the scope and timing of a future bond proposal. However, the identified needs still exist and are included in the District's six year plan.

# Welcome to the Marysville School District No. 25

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

Elementary Schools		Middle Schools (Grades 6-8)	
<b>1 Allen Creek Elementary</b> 6505 60th Drive NE Take Exit #199. Turn east on 4th Street. Follow approx. 1.5 miles. School is on the left.	360-965-1100 Janelle McFalls, Principal	<b>10th Street</b> See #17C below for school location.	360-965-0400 Terri Kaltenbach, Principal
<b>2 Cascade Elementary</b> 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.	360-965-1200 Teresa Iyall-Williams, Principal	<b>12 Cedarcrest Middle School</b> 6400 88th Street NE Take exit #200. Turn east on 88th St. NE. Follow approx. 1.5 miles. School is on the right.	360-965-0700 Stephanie Clark, Principal
<b>3 Grove Elementary</b> 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.	360-965-1700 Sharon Anderson, Principal	<b>13 Marysville Middle School</b> 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.	360-965-0900 Angela Hansen, Principal
<b>4 Kellogg Marsh Elementary</b> 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.	360-965-1900 Eneille Nelson, Principal	<b>14 Totem Middle School</b> 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.	360-965-0500 Angela Delgado, Principal
<b>5 Liberty Elementary</b> 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.	360-965-1800 Gloria Henderson, Principal	<b>High Schools (Grades 9-12) - Learning Communities</b>	
<b>6 Marshall Elementary</b> 4407 116th Street NE Take Exit #202. Turn east on 116th St. NE. Follow approx. 0.5 miles. School is on the left.	360-965-1600 Kelly Sheward, Principal	<b>15 Marysville Mountain View High School</b> 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.	360-965-3000 Dawn Bechtholdt, Principal
<b>7 Pinewood Elementary</b> 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.	360-965-1300 Kathy Thornton, Principal	<b>16 Marysville-Pilchuck</b> 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.	360-965-2000 Robert Lowry, Principal
<b>8 Quil Ceda/Tulalip Elementary</b> 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.	360-965-3100 Cory Taylor, Principal	<b>17 Marysville Tulalip Campus (Renamed June 2011)*</b> (*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.	
<b>9 Shoultes Elementary</b> 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.	360-965-1400 Lynn Heimsoth, Principal	<b>17 A Marysville Arts &amp; Technology -Dawn Bechtholdt, Principal</b>	360-965-2900
<b>10 Sunnyside Elementary</b> 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.	360-965.1500 Brynn Marcum, Principal	<b>17 B Heritage (Grades 9-12) -Shelly Lacy, Principal</b>	360-965-2800
<b>11 Tulalip Elementary: moved to Quil Ceda Elementary #8 Sep 2011</b> Rev 7/2011		<b>17 C 10th Street (Grades 6-8) -Daniel Alderson, Principal</b>	360-965-0440
		<b>18 Marysville Getchell Campus (Opened fall 2010)</b> 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.	
		<b>18 A Acad. of Const. &amp; Eng. - Shawn Stevenson, Principal</b>	360-965-2300
		<b>18 B Bio Med Academy - Shawn Stevenson, Principal</b>	360-965-2500
		<b>18 C Intn'l School of Comm - Shawn Stevenson, Principal</b>	360-965-2400
		<b>18 D School for the Entrepreneur - Shawn Stevenson, Principal</b>	360-965-2600
		<b>Administrative Offices - Service Center</b>	
		<b>19 District Office</b> 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.	360-965-0000

## ***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 State Legislature's implementation of requirements for full-day kindergarten and reduced K-3 class size will also impact school capacity and educational program standards. The District has implemented full-day kindergarten classes. Future updates to this CFP will include details regarding timing and impact of reduced K-3 class size. 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).

For the school years of 2013-14 and 2014-15, the District’s compliance with the minimum educational service standards was as follows:

2013-14 School Year						
LOS Standard	<b>MINIMUM LOS# Elementary</b>	<b>REPORTED LOS Elementary</b>	<b>MINIMUM LOS Middle</b>	<b>REPORTED LOS Middle</b>	<b>MINIMUM LOS High</b>	<b>REPORTED LOS High</b>
	29	24	32	26	34	23

\* The District determines the reported 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 (excludes portables).

2014-15 School Year						
LOS Standard	<b>MINIMUM LOS# Elementary</b>	<b>REPORTED LOS Elementary</b>	<b>MINIMUM LOS Middle</b>	<b>REPORTED LOS Middle</b>	<b>MINIMUM LOS High</b>	<b>REPORTED LOS High</b>
	29	24	32	25	34	23

\* The District determines the reported 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 (excludes portables).

### ***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 and Two* 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 66 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
<b>TOTAL</b>	<b>102.7</b>	<b>448,693</b>	<b>203</b>	<b>4,791</b>

\* 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
<b>TOTAL</b>	<b>63.2</b>	<b>322,567</b>	<b>98</b>	<b>2,450</b>

\* 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 10<sup>th</sup> 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
<b>TOTAL</b>	<b>162.8</b>	<b>540,383</b>	<b>144</b>	<b>3,600</b>

\* 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 10<sup>th</sup> 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	4	71
Shoultes	5	3	118
Sunnyside	4	5	94
<b><i>SUBTOTAL</i></b>	<b>39</b>	<b>25</b>	<b>921</b>

<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
<b><i>SUBTOTAL</i></b>	<b>19</b>	<b>4</b>	<b>475</b>

<i>High School</i>	<i>Relocatables</i>	<i>Other Relocatables</i>	<i>Interim Capacity</i>
Marysville-Getchell	0	0	0
Marysville-Pilchuck	6	0	150
Mountain View	2	0	50
<b><i>SUBTOTAL</i></b>	<b>8</b>	<b>0</b>	<b>200</b>

<b><i>TOTAL</i></b>	<b>66</b>	<b>29</b>	<b>1,596</b>
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\* Each portable is 600 square feet. The District's relocatable facilities identified above have adequate useful remaining life and are evaluated regularly.

\*\*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 <sup>st</sup> 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
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. In addition to these sites, the District owns four sites of less than two acres.

## **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 2016 through 2027. 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 2025. *See Appendix A.*

District's overall enrollment declined over the last several 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 and middle school levels over the next six years. Using the modified cohort survival projections, a total enrollment of 11,100 is expected in 2021. In other words, the District projects an increase in overall enrollment by 215 students between 2015 and 2021. *See Table 10.*

OFM population-based enrollment projections were estimated for the District using OFM population forecasts for the County. Between 2000 and 2015 the District's enrollment constituted approximately 16.5% of the District's total population. Assuming that, between 2016 and 2021, the District's enrollment will continue to constitute 16.98% of the District's population, using OFM/County data, the District projects a total enrollment of 12,898 students in 2021. *See Table 10.*

**Table 10**  
**Projected Student Enrollment (FTE)\***  
**2016-2021**

<i>Projection</i>	<i>2015*</i>	<i>2016</i>	<i>2017</i>	<i>2018</i>	<i>2019</i>	<i>2020</i>	<i>2021</i>	<i>Actual Change</i>	<i>Percent Change</i>
OFM/County	10,885	11,220	11,555	11,890	12,225	12,560	12,898	2,013	18.5%
District	10,885	10,855	10,790	10,805	10,832	10,946	11,100	215	1.98%

\*Actual October 2015 enrollment

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.

### **2035 Enrollment Projections**

Student enrollment projections beyond 2021 and to the future are highly speculative. The District projects a total enrollment of 12,001 students in 2025, the last year in the District's projections. This is based on the District's enrollment projections updated in 2015. *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.* These estimates are used only for general planning purposes. However, they are indicative of the likelihood of continued enrollment growth over the next ten years.

**Table 11-A**  
**Projected FTE Student Enrollment - District**  
**2025**

<i>Grade Span</i>	<i>Projected FTE Enrollment</i>
Elementary (K-5)	5,837
Middle Level School (6-8)	2,744
High School (9-12)	3,420
<b>TOTAL (K-12)</b>	<b>12,001</b>

Assuming that the District's enrollment will continue to constitute 16.5% of the District's population through 2035, the projected enrollment by grade span *based upon the County/OFM projections* is as follows:

**Table 11-B**  
**Projected FTE Student Enrollment – County/OFM**  
**2035**

<i>Grade Span</i>	<i>Projected FTE Enrollment</i>
Elementary (K-5)	7,045
Middle Level School (6-8)	3,297
High School (9-12)	4,646
<b>TOTAL (K-12)</b>	<b>14,988</b>

Again, these estimates are highly speculative given current information and the length of the planning period. The District will continue to monitor enrollment growth and make appropriate adjustments in future updates to the CFP.

**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 (2016-2021). Capacity needs are expressed in terms of “unhoused students”

Table 12 identifies the District’s current permanent capacity needs (based upon information contained in Table 14):

**Table 12**  
**Unhoused Students – Based on October 2015 Enrollment/Capacity**

<i>Grade Span</i>	<i>Unhoused Students/(Available Capacity)</i>
Elementary Level (K-5)	(335)
Middle Level (6-8)	70
High School Level (9-12)	221

Assuming no permanent capacity additions or adjustments, Table 13 identifies the additional permanent classroom capacity that will be needed in 2021:

**Table 13**  
**Unhoused Students – 2021**

<i>Grade Span</i>	<i>Unhoused Students/(Available Capacity)</i>
Elementary Level (K-5)	(569)
Middle Level (6-8)	(43)
High School Level (9-12)	354

Capacity improvements and school reconfigurations planned by the District through 2021 are included below in Table 14. Interim capacity provided by relocatable classrooms is not included, though the District expects to continue to use relocatable classrooms to provide for a portion of the capacity needs. (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.)

**Table 14 - Projected Student Capacity****Elementary School -- Surplus/Deficiency**

	2015*	2016	2017	2018	2019	2020	2021
Existing Permanent Capacity	4,791	4,791	4,791	4,791	4,791	4,791	5,023
Permanent Capacity Change	0	0	0	0	0	232^	
Total Permanent Capacity**	4,791	4,791	4,791	4,791	4,791	5,023	5,023
Enrollment	5,126	5,106	5,107	5,125	5,090	5,254	5,360
Permanent Capacity Surplus (Deficiency)**	(335)	(315)	(316)	(334)	(299)	(231)	(337)

\*Actual October 2015 enrollment

\*\*Does not include added relocatable capacity.

^Additions at Cascade and Liberty; existing portable facilities at each school removed.

**Middle School Level -- Surplus/Deficiency**

	2015*	2016	2017	2018	2019	2020	2021
Existing Permanent Capacity	2,450	2,450	2,450	2,450	2,450	3,050	2,705
Permanent Capacity Change	0	0	0		600^	(345)^^	0
Total Permanent Capacity**	2,450	2,450	2,450	2,450	3,050	2,705	2,705
Enrollment	2,380	2,376	2,401	2,457	2,566	2,501	2,493
Permanent Capacity Surplus (Deficiency)**	70	74	49	593	484	204	212

\*Actual October 2015 enrollment

\*\*Does not include added relocatable capacity.

^New Middle School opens with 700 new student capacity; replacement Marysville Middle School opens with capacity adjusting from 800 to 700 students. Portables at Cedarcrest removed.

^^Marysville Tulalip Campus changes from 175 students in grades 6-8 to 580 students in grades 6-8; Totem Middle School (750 capacity) closes.

**High School Level -- Surplus/Deficiency**

	2015*	2016	2017	2018	2019	2020	2021
Existing Permanent Capacity	3,600	3,600	3,600	3,600	3,600	3,600	3,700
Permanent Capacity Change	0	0	0	0	0	100^	0
Total Permanent Capacity**	3,600	3,600	3,600	3,600	3,600	3,700	3,700
Enrollment	3,379	3,373	3,282	3,223	3,175	3,191	3,246
Permanent Capacity Surplus (Deficiency)**	221	227	318	377	425	509	454

\*Actual October 2015 enrollment

\*\*Does not include added relocatable capacity.

^Addition at MPHS; A&amp;T program moves from Marysville Tulalip Campus to MPHS (Tulalip Heritage stays at MTC with a capacity of 100 students)

## **SECTION SIX: FINANCING PLAN**

### ***Planned Improvements***

The District plans in the next six years for modernization and addition projects including: the replacement and addition of capacity at Cascade Elementary School and Liberty Elementary School, construction of a new middle school, replace Marysville Middle School, replace and modernize Marysville Pilchuck High School, and address various health and safety projects throughout the District. These projects will help to address capacity needs at the elementary and middle school levels. The District's voters recently passed a levy for technology upgrades, which is being implemented over a portion of the six year planning period. The District may also add additional relocatable classrooms as needed.

### ***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. The District presented a \$230 million bond in April 2016 to the voters to fund modernization and addition projects as identified in this Capital Facilities Plan. This bond failed; however, the District expects, pending Board review and approval, a similar proposal to be presented to the voters during the six years of this CFP.

***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 2016-2021. The financing components include bonds, State School Construction Assistance 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	2016	2017	2018	2019	2020	2021	Total Cost	Bonds/ Local Funds	Projected State Funds	Impact Fees
<b>Elementary</b>										
Cascade Addition <sup>1**</sup>			\$0.300	\$2.019	\$2.019		\$4.337	X	X	X
Liberty Addition <sup>2**</sup>			\$0.997	\$2.498	\$2.498		\$5.993	X	X	X
<b>Middle School</b>										
New Middle School <sup>**</sup>		\$4.500	\$21.750	\$21.750			\$48.000	X	X	X
<b>High School</b>										
MPHS Addition		\$3.600	\$2.040	\$2.040			\$7.679	X	X	

\*\*Growth-related

## Improvements Not Adding New Permanent Capacity (Costs in Millions)

Project	2016	2017	2018	2019	2020	2021	Total Cost	Bonds/ Levies	Projected State Funds	Impact Fees
<b>Elementary</b>										
Cascade Replacement <sup>3</sup>			\$2.500	\$14.082	\$14.082		\$30.663	X	X	
Liberty Replacement <sup>4</sup>			\$2.500	\$13.804	\$13.804		\$30.107	X	X	
<b>Middle</b>										
Marysville Middle Modernization		\$6.500	\$20.000	\$20.000			\$46.500	X	X	
<b>High School</b>										
MPHS Replacement/Modernization		\$18.000	\$89.621	\$89.621			\$107.621	X	X	
<b>District-wide</b>										
Tech/Misc Improvements	\$3.000	\$3.000	\$3.000				\$9.000	X		
Health & Safety Projects					\$11.500		\$11.500	X		
<b>TOTALS</b>	<b>\$3.000</b>	<b>\$35.600</b>	<b>\$142.708</b>	<b>\$165.814</b>	<b>\$43.903</b>		<b>\$301.400</b>	<b>X</b>	<b>X</b>	

<sup>1</sup> 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.

<sup>2</sup> 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.

<sup>3</sup> 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.

<sup>4</sup> 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.

\*Dollars are rounded.

## ***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	.239	.112	.123	.474
Multi-Family (1 Bedroom)	No Data	No Data	No Data	No Data
Multi-Family (2+ Bedrooms)	.273	.105	.108	.486

(Source: Doyle Consulting, March 2016)

***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  
2016***

<b><i>Housing Type</i></b>	<b><i>Impact Fee Per Dwelling Unit</i></b>
Single Family	\$1,552
Multi-Family (1 Bedroom)	N/A
Multi-Family (2+ Bedroom)	\$2,096

## FACTORS FOR ESTIMATED IMPACT FEE CALCULATIONS

### Student Generation Factors – Single Family

Elementary	.239
Middle	.112
Senior	.123
<b>Total</b>	<b>.474</b>

### Student Generation Factors – Multi Family (1 Bdrm)

Elementary	.000
Middle	.000
Senior	.000
<b>Total</b>	<b>.000</b>

### Student Generation Factors – Multi Family (2+ Bdrm)

Elementary	.273
Middle	.105
Senior	.108
<b>Total</b>	<b>.486</b>

### Projected Student Capacity per Facility

Middle School	700
---------------	-----

### Required Site Acreage per Facility

N/A

### Facility Construction Cost

Middle	\$48,000,000
--------	--------------

### Permanent Facility Square Footage

Elementary	448,693
Middle	322,567
Senior	540,383
<b>Total</b>	<b>1,311,643</b>
	<b>95.88%</b>

### Temporary Facility Square Footage

Elementary	37,800
Middle	13,800
Senior	4,800
<b>Total</b>	<b>56,400</b>
	<b>4.12%</b>

### Total Facility Square Footage

Elementary	486,493
Middle	336,367
Senior	544,583
<b>Total</b>	<b>1,368,043</b>
	<b>100%</b>

### Average Site Cost/Acre

N/A

### Temporary Facility Capacity

Capacity  
Cost

### State School Construction Assistance

Current Funding Percentage 63.74%

### Construction Cost Allocation

Current CCA 213.23

### District Average Assessed Value

Single Family Residence \$258,960

### District Average Assessed Value

Multi Family (1 Bedroom) \$79,076

### District Average Assessed Value

Multi Family (2+ Bedroom) \$115,893

### SPI Square Footage per Student

Elementary 90  
Middle 108  
High 130

### District Property Tax Levy Rate (Bonds)

Current/\$1,000 \$1.20

### General Obligation Bond Interest Rate

Current Bond Buyer Index 3.27%

### 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***

**Marysville Enrollment History**

	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>
County Births	8703	8344	8592	8675	8924	9070	9570	9795	9237	9001
% of Cohort	9.9%	10.0%	9.7%	10.2%	9.5%	9.4%	9.4%	9.5%	8.8%	9.4%
City of Marysville	611	644	668	648	716	808	846	877	849	847
% of City Cohort	140.8%	129.8%	124.9%	136.3%	118.9%	105.8%	106.1%	106.4%	95.3%	100.1%

**Medium Range Projection**

	<i>Projected Births</i>									
	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
County Births	8925	9226	9406	9524	9643	9718	9793	9868	9943	10018
K % of Cohort	9.4%	9.4%	9.5%	9.5%	9.5%	9.5%	9.6%	9.7%	9.7%	9.7%
City of Marysville	860	864	893	885	911	913	921	926	936	942
K % of City Cohort	97.6%	99.9%	100.0%	102.2%	100.5%	101.5%	101.9%	103.1%	102.8%	102.9%

	<u>Oct-06</u>	<u>Oct-07</u>	<u>Oct-08</u>	<u>Oct-09</u>	<u>Oct-10</u>	<u>Oct-11</u>	<u>Oct-12</u>	<u>Oct-13</u>	<u>Oct-14</u>	<u>Oct-15</u>
K	860	836	834	883	851	855	898	933	809	848
1	852	915	883	859	890	861	830	903	957	771
2	968	882	907	871	843	879	860	848	891	952
3	909	948	894	904	846	830	857	844	848	874
4	881	908	933	886	899	858	834	824	827	838
5	895	878	913	917	874	885	844	834	816	843
6	921	872	840	879	891	853	845	830	802	775
7	897	915	875	851	859	903	874	855	826	793
8	910	896	913	866	831	852	895	843	866	812
9	949	912	902	881	852	838	876	919	864	895
10	956	950	911	874	892	900	854	905	926	860
11	876	875	897	849	862	842	821	793	828	828
12	<u>926</u>	<u>1032</u>	<u>963</u>	<u>980</u>	<u>987</u>	<u>943</u>	<u>900</u>	<u>877</u>	<u>874</u>	<u>796</u>
<b>Total</b>	<b>11800</b>	<b>11819</b>	<b>11665</b>	<b>11500</b>	<b>11377</b>	<b>11299</b>	<b>11188</b>	<b>11208</b>	<b>11134</b>	<b>10885</b>
	217	19	-154	-165	-123	-78	-111	20	-74	-249
	1.9%	0.2%	-1.3%	-1.4%	-1.1%	-0.7%	-1.0%	0.2%	-0.7%	-2.2%
K-5	5365	5367	5364	5320	5203	5168	5123	5186	5148	5126
6-8	2728	2683	2628	2596	2581	2608	2614	2528	2494	2380
9-12	3707	3769	3673	3584	3693	3523	3451	3494	3492	3379

	<u>Oct-16</u>	<u>Oct-17</u>	<u>Oct-18</u>	<u>Oct-19</u>	<u>Oct-20</u>	<u>Oct-21</u>	<u>Oct-22</u>	<u>Oct-23</u>	<u>Oct-24</u>	<u>Oct-25</u>
K	839	863	893	904	916	927	939	955	962	970
1	840	833	860	889	900	912	925	937	953	960
2	772	842	835	866	898	911	927	948	960	977
3	945	764	833	830	863	897	915	938	959	971
4	862	942	762	835	834	869	908	933	957	979
5	848	863	943	766	842	844	883	930	956	980
6	813	817	832	914	744	819	822	864	910	935
7	775	813	817	835	920	750	828	834	877	923
8	789	771	808	817	837	923	755	836	842	885
9	838	807	788	831	840	860	949	782	866	873
10	903	848	816	801	844	853	874	969	798	884
11	782	823	772	747	733	773	781	804	892	735
12	<u>850</u>	<u>805</u>	<u>847</u>	<u>796</u>	<u>774</u>	<u>760</u>	<u>801</u>	<u>813</u>	<u>838</u>	<u>929</u>
<b>Total</b>	<b>10855</b>	<b>10790</b>	<b>10805</b>	<b>10832</b>	<b>10946</b>	<b>11100</b>	<b>11308</b>	<b>11545</b>	<b>11771</b>	<b>12001</b>
Change	-30	-65	16	26	114	154	208	237	226	230
% Change	-0.3%	-0.6%	0.1%	0.2%	1.1%	1.4%	1.9%	2.1%	2.0%	2.0%
K-5	5106	5107	5125	5090	5254	5360	5498	5642	5748	5837
6-8	2376	2401	2457	2566	2501	2493	2405	2535	2629	2744
9-12	3373	3282	3223	3175	3191	3246	3405	3368	3394	3420

A-1

**APPENDIX B**

**SCHOOL IMPACT FEE CALCULATIONS**

**School Impact Fee Calculation - Single Family Dwelling Unit**  
**Marysville School District 2016 CFP**

School Site Acquisition Cost:

	<u>Site Size</u> <u>Acreage</u>	<u>Cost/</u> <u>Acre</u>	<u>Facility</u> <u>Size</u>	<u>Site Cost/</u> <u>Student</u>	<u>Student</u> <u>Factor</u>	<u>Cost/</u> <u>SFDU</u>
Elementary	10	\$0	600	\$0	0.2390	\$0
Middle	20	\$0	700	\$0	0.1120	\$0
Senior	40	\$0	1500	\$0	0.1230	\$0
TOTAL						\$0

School Construction Cost:

	<u>Sq. Ft. %</u> <u>Permanent</u>	<u>Facility</u> <u>Cost</u>	<u>Facility</u> <u>Size</u>	<u>Bldg. Cost/</u> <u>Student</u>	<u>Student</u> <u>Factor</u>	<u>Cost/</u> <u>SFDU</u>
Elementary	95.88%	\$0	600	\$0	0.2390	\$0
Middle	95.88%	\$48,000,000	700	\$68,571	0.1120	\$7,364
Senior	95.88%	\$0	1500	\$0	0.1230	\$0
TOTAL						\$7,364

Temporary Facility Cost:

	<u>Sq. Ft. %</u> <u>Temporary</u>	<u>Facility</u> <u>Cost</u>	<u>Facility</u> <u>Size</u>	<u>Bldg. Cost/</u> <u>Student</u>	<u>Student</u> <u>Factor</u>	<u>Cost/</u> <u>SFDU</u>
Elementary	4.12%	\$0	25	\$0	0.2390	\$0
Middle	4.12%	\$0	25	\$0	0.1120	\$0
Senior	4.12%	\$0	25	\$0	0.1230	\$0
TOTAL						\$0

State School Construction Funding Assistance Credit:

	<u>Const Cost</u> <u>Allocation</u>	<u>OSPI Sq. Ft./</u> <u>Student</u>	<u>Funding</u> <u>Assistance</u>	<u>Credit/</u> <u>Student</u>	<u>Student</u> <u>Factor</u>	<u>Cost/</u> <u>SFDU</u>
Elementary	213.23	90.0	0.00%	\$0	0.2390	\$0
Middle	213.23	108.0	63.74%	\$14,679	0.1120	\$1,644
Senior	213.23	130.0	0.00%	\$0	0.1230	\$0
TOTAL						\$1,644

**School Impact Fee Calculation - Single Family Dwelling Unit**  
**Marysville School District 2016 CFP**

Tax Payment Credit Calculation:

Average SFR Assessed Value	\$258,960
Current Capital Levy Rate/\$1000	\$1.20
Annual Tax Payment	\$310.75
Years Amortized	10
Current Bond Interest Rate	3.27%
Present Value of Revenue Stream	\$2,615

Impact Fee Summary - Single Family Dwelling Unit:

Site Acquisition Cost	\$0
Permanent Facility Cost	\$7,364
Temporary Facility Cost	\$0
State SCFA Credit	(\$1,644)
Tax Payment Credit	(\$2,615)
Unfunded Need	\$3,105
50% Required Adjustment	\$1,552
<b>Single Family Impact Fee</b>	<b>\$1,552</b>

**School Impact Fee Calculation - Multi-Family Dwelling Unit**  
**Marysville School District 2016 CFP**

School Site Acquisition Cost:

	<u>Site Size Acreage</u>	<u>Cost/ Acre</u>	<u>Facility Size</u>	<u>Site Cost/ Student</u>	<u>Student Factor</u>	<u>Cost/ MFDU</u>
Elementary	10	\$0	600	\$0	0.2730	\$0
Middle	20	\$0	700	\$0	0.1050	\$0
Senior	40	\$0	1500	\$0	0.1080	\$0
					<b>TOTAL</b>	<b>\$0</b>

School Construction Cost:

	<u>Sq. Ft. % Permanent</u>	<u>Facility Cost</u>	<u>Facility Size</u>	<u>Bldg. Cost/ Student</u>	<u>Student Factor</u>	<u>Cost/ MFDU</u>
Elementary	95.88%	\$0	600	\$0	0.2730	\$0
Middle	95.88%	\$48,000,000	700	\$68,571	0.1050	\$6,903
Senior	95.88%	\$0	1500	\$0	0.1080	\$0
					<b>TOTAL</b>	<b>\$6,903</b>

Temporary Facility Cost:

	<u>Sq. Ft. % Temporary</u>	<u>Facility Cost</u>	<u>Facility Size</u>	<u>Bldg. Cost/ Student</u>	<u>Student Factor</u>	<u>Cost/ MFDU</u>
Elementary	4.12%	\$0	25	\$0	0.2730	\$0
Middle	4.12%	\$0	25	\$0	0.1050	\$0
Senior	4.12%	\$0	25	\$0	0.1080	\$0
					<b>TOTAL</b>	<b>\$0</b>

State School Construction Funding Assistance Credit:

	<u>Const Cost Allocation</u>	<u>OSPI Sq. Ft./ Student</u>	<u>Funding Assistance</u>	<u>Credit/ Student</u>	<u>Student Factor</u>	<u>Cost/ MFDU</u>
Elementary	213.23	90.0	0.00%	\$0	0.2730	\$0
Middle	213.23	108.0	63.74%	\$14,679	0.1050	\$1,541
Senior	213.23	130.0	0.00%	\$0	0.1080	\$0
					<b>TOTAL</b>	<b>\$1,541</b>

**School Impact Fee Calculation - Multi-Family Dwelling Unit**  
**Marysville School District 2016 CFP**

Tax Payment Credit Calculation:

Average MFR Assessed Value	\$115,893
Current Capital Levy Rate/\$1000	\$1.20
Annual Tax Payment	\$139.07
Years Amortized	10
Current Bond Interest Rate	3.27%
Present Value of Revenue Stream	\$1,170

Impact Fee Summary - Multi-Family Dwelling Unit:

Site Acquisition Cost	\$0
Permanent Facility Cost	\$6,903
Temporary Facility Cost	\$0
State SCFA Credit	(\$1,541)
Tax Payment Credit	(\$1,170)
Unfunded Need	\$4,192
50% Required Adjustment	\$2,096

<b>Multi-Family Impact Fee</b>	<b>\$2,096</b>
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**APPENDIX C**

***STUDENT GENERATION RATES (SGR)***



## **Student Generation Rate Study for the Marysville School District**

4/25/2016

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 2008 through December 2014. 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 April 2016. 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 1,538 single family detached units were compared with data on 10,958 students registered in the District, and the following matches were found by grade level(s)\*:

GRADE(S)	COUNT OF MATCHES	CALCULATED RATE
K	62	0.040
1	63	0.041
2	73	0.047
3	72	0.047
4	48	0.031
5	50	0.033
6	60	0.039
7	58	0.038
8	54	0.035
9	52	0.034
10	54	0.035
11	44	0.029
12	39	0.025
K-5	368	0.239
6-8	172	0.112
9-12	189	0.123
K-12	729	0.474

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 286 multi-family 2+ BR units were compared with data on 10,958 students registered in the District, and the following matches were found by grade level(s)\*:

GRADE(S)	COUNT OF MATCHES	CALCULATED RATE
K	17	0.059
1	12	0.042
2	15	0.052
3	12	0.042
4	11	0.038
5	11	0.038
6	7	0.024
7	9	0.031
8	14	0.049
9	8	0.028
10	6	0.021
11	6	0.021
12	11	0.038
K-5	78	0.273
6-8	30	0.105
9-12	31	0.108
K-12	139	0.486

6. **Multi-Family 0-1 BR Rates:** Research indicated that 69 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 10,958 students registered in the District. No specific unit number matches were made.

7. **Summary of Student Generation Rates\*:**

	K-5	6-8	9-12	K-12
Single Family	.239	.112	.123	.474
Multi-Family 2+ BR	.273	.105	.108	.486

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

# LAKE STEVENS SCHOOL DISTRICT NO. 4 CAPITAL FACILITIES PLAN 2016 - 2021

*prepared for:*

Snohomish County  
Planning Department

*And*

City of Lake Stevens  
City of Marysville

August 2016

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

## **BOARD OF DIRECTORS**

Kevin Plemel  
David Iseminger  
Paul Lund  
John Boerger  
Mari Taylor

## **SUPERINTENDENT**

Amy Beth Cook, Ed.D.

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 Robb Stanton at the District (425) 335-1500

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Appendix D: Board Resolution Adopting Capital Facilities Plan
Appendix E: Determination of Non-Significance and Environmental Checklist
Appendix F: Snohomish County General Policy Plan
Appendix G: Impact Fee Collection and Expenditure Report

## 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 twenty years, with a more detailed schedule and financing program for capital improvements over the next six years (2016-2021). This CFP is based in large measure on the recently adopted (2015) *Facilities Master Plan for the Lake Stevens School District*.

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<sup>1</sup>. 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 2014.

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

<b>Element</b>	<b>See Page /</b>	<b>Table</b>
Future enrollment forecasts for each grade span (elementary, middle, mid-high and high).	5-2	5-2
An inventory of existing capital facilities owned by the District, showing the locations and student capacities of the facilities.	4-1	4-1
A forecast of the future needs for capital facilities and school sites; distinguishing between existing and projected deficiencies.	6-1 6-2	6-1 6-2
The proposed capacities of expanded or new capital facilities.	6-5	6-3
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	6-5	6-3

<sup>1</sup> See Appendix F of this CFP

Element	See Page /	Table
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.	6-12 Appendix A	6-7
A report on fees collected in calendar year 2015 and how those funds were used.	6-4	
A Level of Service report comparing the Districts adopted educational service standards with actual experience since the 2014 report.	3-3	3-1

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 by Doyle Consulting (See Appendix C).
- 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 of Marysville and Lake Stevens constitutes approval of the methodology used herein by those entities.

Unless otherwise noted, all enrollment and student capacity data in this CFP is expressed in terms of total students, not Full Time Equivalents (FTE).<sup>2</sup>

### ***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.

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<sup>2</sup> Full Time Equivalents (FTE) include half the students attending kindergarten and all students enrolled in grades 1 – 12.

The District currently serves a student population of 8,392 (2015 1049 report) 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 school serves 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:

- Uneven distribution of growth across the district, requiring facilities to balance enrollment;
- Projected permanent capacity shortfall by 2021 for K-5 of 1,106 students (with no improvements);
- Aging school facilities;
- The need for additional property and lack of suitable sites to accommodate a school facility;
- The implementation of full-day kindergarten at all elementary schools and reduced class sizes at the K-3 level will create additional unhoused students.
- Currently five of the six elementary schools are above their design capacity. Voters recently approved financing for a seventh school.
- Inability to locate more temporary portables on school sites.

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 30.9SCC. 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 30.9SCC.

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

\*Average Assessed Value average assessed value by dwelling unit type for all residential units constructed within the district. These figures are provided by Snohomish County. The current average assessed value for 2016 is \$319,877 for single-family detached residential dwellings; \$96,305 for one-bedroom multi-family units, and \$141,144 for two or more bedroom multi-family units.

\*Boeckh Index (See Construction Cost Allocation)

\*Board means the Board of Directors of the Lake Stevens School District (“School Board”).

Capital Bond Rate means the annual percentage rate computed against capital (construction) bonds issued by the District. For 2016, a rate of 3.27% is used.

\*Capital Facilities means school facilities identified in the District’s capital facilities plan that 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, which is consistent with the adopted “Facilities Plan for the Lake Stevens School District – 2015”.

Construction Cost Allocation (formerly the Boeckh Index) means a factor used by OSPI as a guideline for determining the area cost allowance for new school construction. The Index for the 2016 Capital Facilities Plan is \$213.23, as provided by Snohomish County.

\*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.

\*Commerce means the Washington State Department of Commerce.

\*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.

\*District Property Tax Levy Rate (Capital Levy) means the District's current capital property tax rate per thousand dollars of assessed value. For this Capital Facilities Plan, the assumed levy rate is .00127.

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

\*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.

\*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 (RCW 36.70A).

\*Interest Rate means the current interest rate as stated in the Bond Buyer Twenty Bond General Obligation Bond Index. For this Capital Facilities Plan an assumed rate of 3.27% is used, as provided by Snohomish County.

\*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.<sup>3</sup>

\*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

- A. to prevent the overbuilding of school facilities,
- B. to meet the needs of service areas within the District, or
- C. 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 (RCW 43.21C).

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<sup>3</sup> 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 and 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. (See Appendix D)

\*Subdivision means all small and large lot subdivisions as defined in Section 30.41 of the Snohomish County Code.

Un-housed 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.

\*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). Educational Program Standards are the same as the minimum level of service as required by Appendix F.

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
- Career and Technical 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 regular classroom 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 below for the elementary, middle, mid-high 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 550 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 secondary grade (6-12) regular classrooms should not exceed 30 students. The District assumes a practical capacity for high school, mid-high and middle school classrooms of 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, mid-high and middle school 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.

**Table 3-1  
Classrooms Exceeding  
Educational Service Standards**

<u>School</u>	<u>Grade Span</u>	<u>Classrooms</u>	<u>Classrooms Exceeding Class Size Guidelines</u>
Glenwood Elementary	K-5	27	1
Highland Elementary	K-5	27	7
Hillcrest Elementary	K-5	32	7
Mt. Pilchuck Elementary	K-5	29	2
Skyline Elementary	K-5	24	0
Sunnycrest Elementary	K-5	30	5
Lake Stevens Middle	6-7	33	14
North Lake Middle	6-7	33	9
Cavelero Mid-High	8-9	62	3
Lake Stevens High School	10-12	63	21
<b>Total</b>		<b>360</b>	<b>69</b>

- 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 28 or

more students per classroom in a majority of K-5 classrooms or 31 or more students in a majority of 6-12 classrooms, the minimum standards have not been met.

Table 3-1 compares Educational Service Standards to the actual experience for the current school year. It should be noted that the minimum educational standard is just that, a minimum, and not the desired or accepted operating standard. Also, portables are used to accommodate students within District standards, but are not considered a permanent solution. (See Chapter 4).

## 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.

### **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 4-1 – School Capacity Inventory**

School Name	Site Size (acres)	Bldg. Area (Sq. Ft.)	Teaching Stations SPED	Teaching Stations Regular	Perm. Student Capacity *	Capacity with Portables	Year Built or Last Remodel	Potential for Expansion of Perm. Facility
<b>Elementary Schools</b>								
Glenwood Elementary	9	42,673	2	21	513	621	1992	Yes
Hillcrest Elementary	15	49,735		23	549	819	2008	Yes
Highland Elementary	8.7	49,727		21	512	728	1999	Yes
Mt. Pilchuck Elementary	22	49,833	4	19	501	690	2008	Yes
Skyline Elementary	15	42,673	3	20	513	621	1992	Yes
Sunnycrest Elementary	15	46,970		23	549	738	2009	Yes
<b>Total</b>	<b>84.7</b>	<b>281,611</b>	<b>9</b>	<b>127</b>	<b>3,137</b>	<b>4,217</b>		
<b>Middle Schools</b>								
Lake Stevens Middle School	25	86,374	4	27	684	894	1996	Yes
North Lake Middle School	15	90,323	3	28	751	991	2001	Yes
<b>Total</b>	<b>40</b>	<b>176,697</b>	<b>7</b>	<b>55</b>	<b>1,435</b>	<b>1,885</b>		
<b>Mid-High</b>								
Cavelero Mid-High School	37	224,694	3	62	1,418	1,418	2007	Yes
<b>Total</b>	<b>37</b>	<b>224,694</b>	<b>3</b>	<b>62</b>	<b>1,418</b>	<b>1,418</b>		
<b>High Schools</b>								
Lake Stevens High School	38	207,195	8	61	1,526	2,036	2008	Yes
<b>Total</b>	<b>38</b>	<b>207,195</b>	<b>8</b>	<b>61</b>	<b>1,526</b>	<b>2,036</b>		

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 4-1.

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 4-1.

**Table 4-2 -- Portables**

School Name	Portable Classrooms	Capacity in Portables	Portable ft <sup>2</sup>
<b><u>ELEMENTARY</u></b>			
Glenwood	4	108	3,584
Highland	8	162	7,168
Hillcrest	10	270	8,960
Mt. Pilchuck	7	189	6,272
Skyline	4	108	3,584
Sunnycrest	7	189	6,272
Total	40	1,080	35,840
<b><u>MIDDLE</u></b>			
Lake Stevens Middle	7	210	6,272
North Lake Middle	8	240	7,168
Total	15	450	13,440
<b><u>MID-HIGH</u></b>			
Cavelero Mid-High			
Total			
<b><u>HIGH</u></b>			
Lake Stevens High School	17	510	15,232
Total	17	510	15,232
District K-12 Total	72	2,040	64,512
<b><u>OTHER</u></b>			
Early Learning Center	14	150	12,544
Non K-12 Total	14	150	12,544

### ***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 72 portable classrooms at various school sites throughout the District to provide interim capacity for K-12 students. In addition, 14 portable classrooms 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 on Table 4-2.

In addition to the portables listed above, the District purchased a portable in 2005 to house the Technology Department, a District-wide support team. 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 4-3.

**Table 4-3 – Support Facilities**

<b>Facility</b>	<b>Site Acres</b>	<b>Building Area (sq.ft.)</b>
Education Service Center	1.4	13,700
Grounds	1.0	3,000
Maintenance	1.0	6,391
Transportation	6.0	17,550
<b>Total</b>	<b>9.4</b>	<b>40,641</b>

### ***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 2019). 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 an elementary school, middle school and early learning center.

A parcel of approximately 23 acres located at 20<sup>th</sup> Street SE and 83<sup>rd</sup> 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 20<sup>th</sup> Street SE and 83<sup>rd</sup> Street that has been used as an access to the mid-high site.

A 20 ft. x 200 ft. parcel located on 20<sup>th</sup> 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.

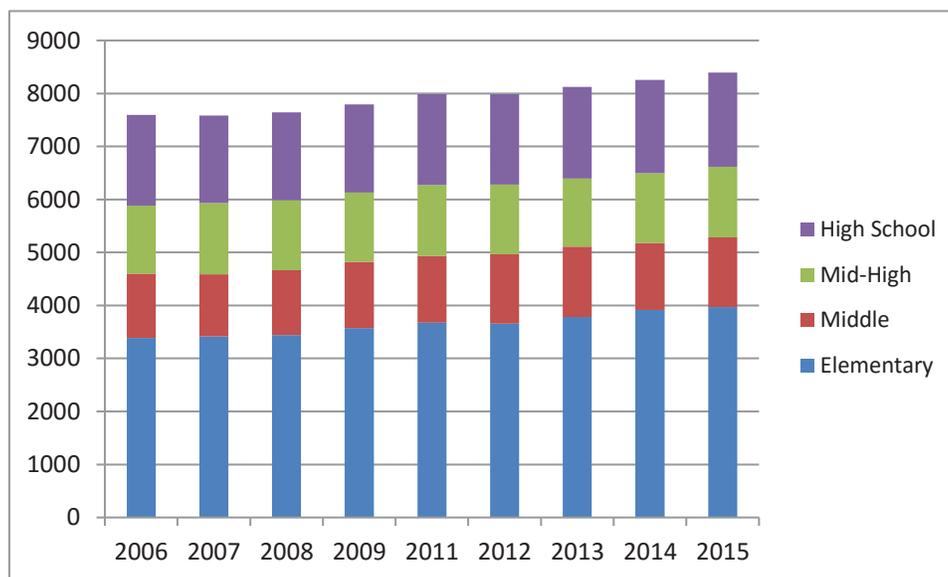


## SECTION 5: STUDENT ENROLLMENT TRENDS AND PROJECTIONS

### *Historic Trends and Projections*

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 2008 and October 2015, student enrollment increased by 799 students, approximately 10.5%. Overall there was a 12.8% increase countywide during this period. 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. Population is estimated by the County to rise from 43,000 in 2015 to almost 61,000 in Year 2035, an increase of 42%.

**Figure 2 – Lake Stevens School District  
Enrollment 2006-2015**



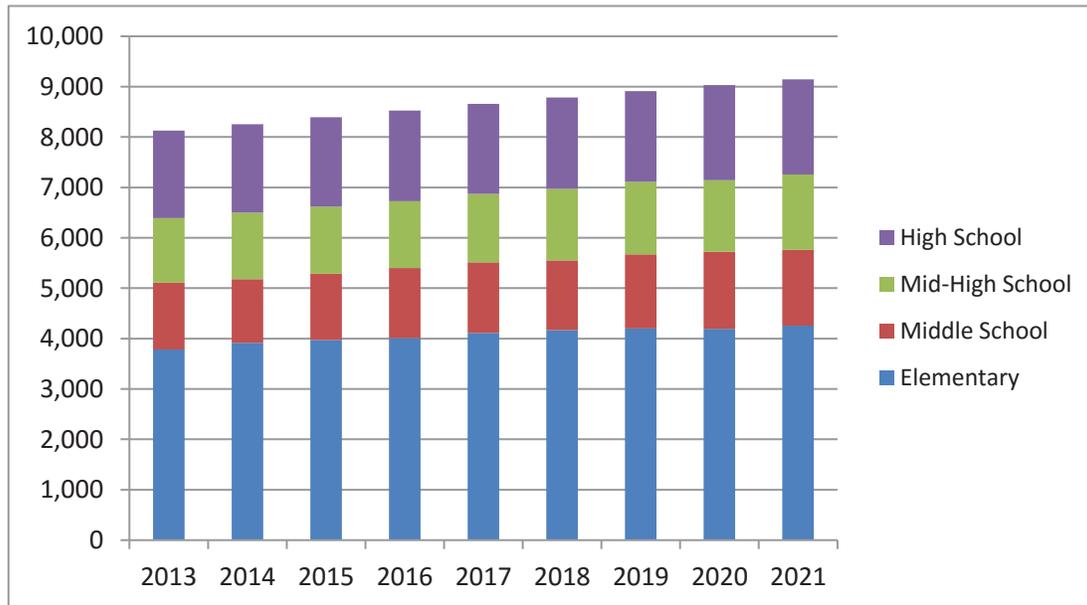
**Table 5-1  
Enrollment 2006-2015**

	2006	2007	2008	2009	2011	2012	2013	2014	2015
<b>Elementary</b>	3,385	3,415	3,441	3,572	3,675	3,658	3,783	3,917	3,971
<b>Middle</b>	1,215	1,172	1,224	1,252	1,263	1,307	1,328	1,261	1,314
<b>Mid-High</b>	1,282	1,348	1,320	1,308	1,336	1,313	1,283	1,318	1,331
<b>Sr. High</b>	1,711	1,647	1,658	1,663	1,711	1,709	1,732	1,757	1,776
<b>Total</b>	<b>7,593</b>	<b>7,582</b>	<b>7,643</b>	<b>7,795</b>	<b>7,985</b>	<b>7,987</b>	<b>8,126</b>	<b>8,253</b>	<b>8,392</b>

Enrollment projections are most accurate for the initial years of the forecast period. Moving further into the future, economic conditions and demographic trends in the area affect the estimates. Monitoring population growth for the area are essential yearly activities in the ongoing management of the capital facilities plan. In the event 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. Table 5-1 shows enrollment growth from 2006 to 2015 according to OSPI and District records.

**Figure 3 – Lake Stevens School District  
Enrollment 2013-2021**



**Table 5-2  
Projected Enrollment 2016-2021**

	2013	2014	2015	2016	2017	2018	2019	2020	2021
Elementary School	3,783	3,917	3,971	3,999	4,099	4,154	4,185	4,181	4,243
Middle School	1,328	1,261	1,314	1,378	1,395	1,376	1,466	1,523	1,494
Mid-High School	1,283	1,318	1,331	1,324	1,354	1,417	1,435	1,411	1,496
High School	1,732	1,757	1,776	1,793	1,778	1,808	1,795	1,883	1,880
<b>Total</b>	<b>8,126</b>	<b>8,253</b>	<b>8,392</b>	<b>8,495</b>	<b>8,626</b>	<b>8,754</b>	<b>8,881</b>	<b>8,998</b>	<b>9,114</b>
OSPI Total Estimate	8,126	8,253	8,392	8,474	8,574	8,698	8,793	8,931	9,045

Table 5-2 shows projected enrollments over the six-year CFP planning period. Beginning in September 2016, all kindergarten programs at all elementary schools in the district will be full day. As a result, kindergarten student enrollment will change from FTE to headcount to reflect the full day programs and the need for classrooms to support these programs.

The District uses a Ratio Method for its projections, where enrollment as a percentage of total population is tracked for past years, with assumptions being made for what this percentage will be in future years. Between 2006-2015, the average percentage was just under 20%. For future planning, a more modest assumption of 18.8% is used. OSPI methodology uses a modified cohort

survival method which is explained in Appendix B. OSPI Headcount estimates are found in Table 5-2 and along with the District's Ratio Method estimates. The difference is minor (69 students in 2021).

In summary, the Lake Stevens School District, using the ratio method, estimates that headcount enrollment will total 9,114 students in 2021. This represents an 8.6% increase over 2015.

### **2035 Enrollment Projections**

Although student enrollment projections beyond 2021 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 2035 student enrollment of 11,470 based on the Ratio method. (OSPI does not forecast enrollments beyond 2021). The forecast is based on the County's OFM-based population forecast of 60,913 in the District. Assuming the County forecasts are correct, student enrollment will continue to increase through 2035 and the 18.8% ratio is considered reasonable. The 2015 actual ratio was 19.5%. OSPI has forecasted a decline in the student/population ratio. The 2035 assumption reflects this ratio decline.

**Table 5-3 - Projected 2035 Enrollment**

<b>Grade Span</b>	<b>Projected 2035 FTE Student Enrollment</b>
Elementary (K-5)	5,398
Middle (6-7)	1,851
Mid-High (8-9)	1,827
High (10-12)	2,395
<b>District Total (K-12)</b>	<b>11,470</b>

The 2035 estimate represents a 36.7% increase over 2015 enrollment levels. The total population in the Lake Stevens School District is forecasted to rise by 41.2%. 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.

Again, the 2035 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.

## SECTION 6: CAPITAL FACILITIES PLAN

### ***Existing Deficiencies***

Current enrollment at each grade level is identified in Table 5-2. The District currently (2015) has 834 unhoused students at the elementary level and 250 unhoused students at the high school level. It has excess capacity at the middle school (121) and mid-high (87) school levels.

### ***Facility Needs (2016-2021)***

Projected available student capacity was derived by subtracting projected student enrollment from 2015 permanent school capacity (excluding portables) for each of the six years in the forecast period (2016-2021). The District's enrollment projections in Table 5-2 have been applied to the existing capacity (Table 4-1). If no capacity improvements were to be made by the year 2021 the District would be over capacity at the elementary level by 1106 students, 59 students at middle school, 79 at mid-high and 354 at the high school level.

These projected future capacity needs are depicted on Table 6-1. This table compares actual future space needs with 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 2015 must be deducted from the total projected deficiencies before impact fees are assessed. The percentage figure shown in the last column of Table 6-1 is the "growth related" percentage of overall deficiencies that is used to calculate impact fees.

**Table 6-1 - Projected Additional Capacity Needs 2015 – 2021**

Grade Span	2015	2016	2017	2018	2019	2020	2021	2015-21
Elementary (K-5)								
Capacity (Deficit)	(834)	(862)	(962)	(1017)	(1048)	(1044)	(1106)	
Growth Related		(28)	(128)	(183)	(214)	(210)	(272)	24.60%
Middle School (6-7)								
Capacity (Deficit)	121	57	40	59	(31)	(88)	(59)	
Growth Related		0	0	0	(31)	(88)	(59)	100.00%
Mid-High (8-9)								
Capacity (Deficit)	87	93	63	1	(18)	7	(79)	
Growth Related		0	0	0	(18)	0	(79)	100.00%
High School (10-12)								
Capacity (Deficit)	(250)	(267)	(252)	(282)	(269)	(357)	(354)	
Growth Related		(17)	(2)	(32)	(19)	(107)	(104)	29.36%

\* Figures assume no capital improvements.

Deficiencies would remain at all four grade levels with no new capacity improvements.

### **Forecast of Future Facility Needs through 2035**

Additional elementary, middle, mid-high and high school classroom space will need to be constructed between 2015 and 2035 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 (2021), additional permanent student capacity will be needed as follows:

**Table 6-2 – 2021 Additional Capacity Need**

<b>Grade Level</b>	<b>2015 Capacity</b>	<b>2021 Enrollment</b>	<b>2021 Additional Capacity Needed</b>	<b>2035 Enrollment</b>	<b>2035 Additional Capacity Needed</b>
Elementary	3,137	4,243	1,106	5,398	2,261
Middle School	1,435	1,494	59	1,851	416
Mid-High	1,418	1,496	79	1,827	409
High School	1,526	1,880	354	2,395	869
Total	7,516	9,114	1,598	11,470	3,954

### **Planned Improvements (2016 - 2021)**

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 2021 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 for which a bond issue was approved in 2016. There would remain a projected 556 unhoused students, a number which would justify one additional school.

**Middle Schools:** With the move of the 8<sup>th</sup> grade to the new Cavelero Mid-High School, there is currently sufficient student capacity. There will be a 59 student deficit in 2021.

**Mid-High School:** Cavelero Mid-High houses grades 8 & 9. There is current sufficient capacity although slight deficit of 78 students would occur in 2021 without additional construction.

**High Schools:** The high school houses grades 10-12. There will be an estimated 204 unhoused students at this level, even with a proposed 150-student addition beginning in 2018

**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 were included in the approved 2016 bond issue.

### **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 6-3 demonstrates how the District intends to fund new construction and improvements to school facilities for the years 2016-2021. 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. A capital improvements bond for \$116,000,000 was approved by the electorate in February 2016. Funds will be used to construct a new elementary school and modernize Lake Stevens High School, as well as fund other non-growth-related projects.

The total costs of the growth related projects outlined in Table 6-3 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 2021.

**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.

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 state matching funds are dispersed after a district has paid its local share of the project, 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 project with local funds. 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. For its 2016 CFP, the District assumes a 40% match.

**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 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.

Since 2012, the Lake Stevens School District has collected and expended the following impact fees:

	<u>Collections</u>	<u>Expenditures</u>
2016*	\$ 701,824.00	\$ 762,952.60
2015	\$ 894,016.00	\$ 1,109,061.31
2014	\$ 698,188.00	\$ 1,389,783.74
2013	\$1,005,470.00	\$ 22,304.10
2012	\$1,526,561.00	\$ -

\* To date

The law allows ten years for collected dollars to be spent.

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.

**Table 6-3 - Capital Facilities Plan 2016-2021**

	Estimated Project Cost by Year - in \$millions					Total	Local Cost*	State Match
	2016	2017	2018	2019	2020			
<b>Improvements Adding Student Capacity</b>								
<b>Elementary</b>							Local	Match
Site Acquisition		\$ 1.5				\$ 1.5	\$ 1.5	
Acres		10				10		
Capacity Addition		550				550		
Construction Cost		\$ 38.0				\$ 38.0	\$ 28.0	\$ 10.0
Capacity Addition		700				700		
<b>Middle</b>								
Site Acquisition								
Acres								
Capacity Addition								
Construction Cost								
Capacity Addition								
<b>Mid-High</b>								
Site Acquisition								
Acres								
Capacity Addition								
Construction Cost								
Capacity Addition								\$ -
<b>High School</b>								
Site Acquisition								
Acres								
Capacity Addition								
Construction Cost			\$ 7.3			\$ 7.3	\$ 4.4	\$ 2.9
Capacity Addition			150			150		
<b>Total Cost</b>		\$ 39.5	\$ 7.3			\$ 46.8	\$ 33.9	\$ 12.9
<b>Improvements Not Adding Student Capacity</b>								
						<b>Total</b>	Local	Match
<b>Elementary</b>								
Construction Cost								
<b>Middle</b>								
Construction Cost								
<b>Mid-High</b>								
Construction Cost								
<b>High School</b>								
Construction Cost			\$ 37.9	\$ 37.8		\$ 75.7	\$ 58.6	\$ 17.1
<b>District-wide Improvements</b>								
Construction Cost		\$ 4.0	\$ 2.5	\$ 1.5	\$ 1.5	\$ 9.5	\$ 9.5	
Early learning center		\$ 11.0				\$ 11.0	\$ 11.0	
<b>Totals</b>		\$ 15.0	\$ 40.4	\$ 39.3	\$ 1.5	\$ 96.2	\$ 79.1	\$ 17.1
<b>Summary</b>								
Elementary (including land acquisition)		\$ 39.5				\$ 39.5	\$ 29.5	\$ 10.0
Middle								
Mid-High								
High School			\$ 45.2	\$ 37.8		\$ 83.0	\$ 63.0	\$ 20.0
District Wide		\$ 15.0	\$ 2.5	\$ 1.5	\$ 1.5	\$ 20.5	\$ 20.5	
<b>Annual Total</b>		\$ 54.5	\$ 47.7	\$ 39.3	\$ 1.5	\$ 143.0	\$ 113.0	\$ 30.0

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 6-4 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 District plans to acquire additional land during the six-year planning period, 2016 - 2021. As noted previously, the District will need to acquire an additional elementary school site between 2016 and 2021.

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 \$150,000 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 the \$150,000 per acre figure.

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 550 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. Pursuant to a requirement of Chapter 30.66C, each school district was required to conduct student generation studies within their jurisdictions. A description of this methodology

is contained in Appendix D. Doyle Consulting performed the analysis. The student generation rates for the Lake Stevens School District are shown on Table 6-5.

**Table 6-4 – Projected Growth Related Capacity (Deficit) After Programmed Improvements**

	Elementary	Middle	Mid-High	High School
<b>2015</b>				
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	3,971	1,314	1,331	1,776
Surplus (Deficit) After Improvement	(834)	121	87	(250)
<b>2016</b>				
Existing Capacity	3,137	1,435	1,418	1,526
Programmed Improvement Capacity				
Capacity After Improvement	3,137	1,435	1,418	1,526
Projected Enrollment	3,999	1,378	1,324	1,793
Surplus (Deficit) After Improvement	(862)	57	94	(267)
<b>2017</b>				
Existing Capacity	3,137	1,435	1,418	1,526
Programmed Improvement Capacity	700			
Capacity After Improvement	3,837	1,435	1,418	1,526
Projected Enrollment	4,099	1,395	1,354	1,778
Surplus (Deficit) After Improvement	(262)	40	64	(252)
<b>2018</b>				
Existing Capacity	3,837	1,435	1,418	1,526
Programmed Improvement Capacity				150
Capacity After Improvement	3,837	1,435	1,418	1,676
Projected Enrollment	4,154	1,376	1,417	1,808
Surplus (Deficit) After Improvement	(317)	59	1	(132)
<b>2019</b>				
Existing Capacity	3,837	1,435	1,418	1,676
Programmed Improvement Capacity				
Capacity After Improvement	3,837	1,435	1,418	1,676
Projected Enrollment	4,185	1,466	1,435	1,795
Surplus (Deficit) After Improvement*	(348)	(31)	(17)	(119)
<b>2020</b>				
Existing Capacity	3,837	1,435	1,418	1,676
Programmed Improvement Capacity				
Capacity After Improvement	3,837	1,435	1,418	1,676
Projected Enrollment	4,181	1,523	1,411	1,883
Surplus (Deficit) After Improvement*	(344)	(88)	7	(207)
<b>2021</b>				
Existing Capacity	3,837	1,435	1,418	1,676
Programmed Improvement Capacity				
Capacity After Improvement	3,837	1,435	1,418	1,676
Projected Enrollment	4,243	1,494	1,496	1,880
Surplus (Deficit) After Improvement	(406)	(59)	(78)	(204)

**Table 6-5 – Student Generation Rates**

	<b>Elementary</b>	<b>Middle</b>	<b>Mid-High</b>	<b>High</b>	<b>Total</b>
Single Family	0.361	0.107	0.105	0.103	0.676
Multiple Family, 1 Bedroom					
Multiple Family, 2+ Bedroom	0.139	0.020	0.032	0.063	0.254

The District expects that .676 students will be generated from each new single family home in the District and that .254 students will be generated from each new two-plus bedroom multi-family unit. No survey samples were found for Multiple Family 1-Bedroom units.

## **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 6-3 (Capital Facilities Plan).

Current Facility Square Footage: These numbers are taken from Tables 4-1 and 4-2. 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 6-3, 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 2015) 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 4-2.

New Facilities Required Through 2021: 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 moveable furnishings in 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 4-1), 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**

**Construction Cost Allocation (formerly the Boeckh Index):** This number 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 allocation is \$213.23 (January 2016) up from \$200.40 in 2014.

**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%.

#### **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 3.27%.

**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 0.00127.

**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 for 2016 is \$290,763 for single-family detached residential dwellings; \$79,076 for one-bedroom multi-family units, and \$115,893 for two or more bedroom multi-family units.

## **6. Adjustments**

Growth Related Capacity Percentage: This is explained in preceding sections.

Fee Discount: In accordance with Chapter 30.66C, all fees calculated using the above factors are to be reduced by 50%.

Over the next six years, the District will construct a new elementary school and add new classrooms to Lake Stevens High School to address growth that is both current and expected. As a result of these new capacity costs, the District's fees have increased significantly in this year's plan over previous years.

The District recognizes the impact that an 83% increase in single-family school impact fees could have on development and new home buyers in our community. At the same time, the costs to provide adequate and suitable learning environments for students that come from this new construction is significant in a rapidly-growing community such as ours. The fact that the calculated fees to address this impact on our school system are required by ordinance to be reduced by 50% makes it even more difficult to provide these classrooms without impacting current taxpayers.

The community has supported the District through the Facilities Master Planning Committee and the passage of a capital bond in February of 2016 that will provide more classroom space for both elementary and high school students. But the costs for these improvements that create capacity for future growth must be shared by new construction.

To find balance between the needs of the District and of the community, the District, for purposes of the 2016-2021 Capital Facilities Plan only, is providing an additional elective credit of \$1,945 from the school impact fees calculated under the fee formula for single family units. The fee resulting from the elective credit in this year's Capital Facilities Plan, combined with the 50% reduction required by ordinance, constitutes the recommended school impact fee for single family units. The District will evaluate as a part of the capital facilities plan update in the future whether or not to include an elective credit to any calculated fee.

Table 6-6 - Impact Fee Variables

Criteria	Elementary	Middle	Mid-High	High
<b>Student Factor</b>				
Single Family	0.361	0.107	0.105	0.103
Multiple Family 1 Bdrm	-	-	-	-
Multiple Family 2 Bdrm	0.139	0.020	0.032	0.063
<b>Site Acquisition Cost Element</b>				
Site Needs (acres)	10.0			
Growth Related	2.5	-	-	-
Cost Per Acre	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00
Additional Capacity	550			
Growth Related	135			
<b>School Construction Cost Element</b>				
Estimated Facility Construction Cost	\$38,000,000			\$7,300,000
Growth Related	\$9,344,343	\$0	\$0	\$2,143,211
Additional Capacity	700			150
Growth Related	172	-	-	44
Current Facility Square Footage	281,611	176,697	224,694	207,195
<b>Relocatable Facilities Cost Element</b>				
Relocatable Facilities Cost	\$110,000	\$110,000	\$110,000	\$110,000
Growth Related	\$27,049	\$110,000	\$110,000	\$32,294
Relocatable Facilities Capacity/Unit	27	30	30	30
Growth Related	6	30	30	8
Existing Portable Square Footage	35,840	13,440	-	15,232
<b>State Match Credit</b>				
Cost Construction Allocation	\$213.23	\$213.23	\$213.23	\$213.23
School Space per Student (OSPI)	90	117	117	130
State Match Percentage	40.00%	40.00%	40.00%	40.00%
<b>Tax Payment Credit</b>				
Interest Rate	3.27%	3.27%	3.27%	3.27%
Loan Payoff (Years)	10	10	10	10
Property Tax Levy Rate (Bonds)	0.00127	0.00127	0.00127	0.00127
Average AV per DU Type	\$290,763.00	\$79,075.76		\$115,892.88
	(Single Fam.)	(MF 1 bdrm)		(MF 2 bdrm)
<b>Growth-Related Capacity Percentage</b>				
Discount 1	50%	50%	50%	50%
Discount 2	25%	25%	25%	25%

### ***Proposed Impact Fee Schedule***

Using the variables and formula described, impact fees proposed for the Lake Stevens School District are summarized in Table 6-7 (refer to Appendix A for worksheets).

**Table 6-7 - Calculated Impact Fees**

<b>Housing Type</b>	<b>Impact Fee Per Unit</b>
Single Family Detached	\$17,138
One Bedroom Apartment	---
Two + Bedroom Apartment	\$7,356
Two + Duplex/Townhouse	\$7,356

#### **50% Discount**

<b>Housing Type</b>	<b>Impact Fee Per Unit</b>
8569/Single Family Detached	\$8,569
One Bedroom Apartment	---
Two + Bedroom Apartment	\$3,678
Two + Duplex/Townhouse	\$3,678

#### **With District Single-Family Discount**

<b>Housing Type</b>	<b>Impact Fee Per Unit</b>
Single Family Detached	\$6,624
One Bedroom Apartment	---
Two + Bedroom Apartment	\$3,678
Two + Duplex/Townhouse	\$3,678

Appendix A  
Impact Fee Calculation

IMPACT FEE WORKSHEET  
LAKE STEVENS SCHOOL DISTRICT  
**SINGLE-FAMILY RESIDENTIAL**

**SITE ACQUISITION COST**

acres needed	2.50	x	\$ 150,000	/	capacity (# students)	135	x	student factor	0.361	=	\$1,003	(elementary)
acres needed	0	x	\$ 150,000	/	capacity (# students)	0	x	student factor	0.107	=		(middle)
acres needed	0	x	\$ 150,000	/	capacity (# students)	0	x	student factor	0.105	=		(mid-high)
acres needed	0	x	\$ 150,000	/	capacity (# students)	0	x	student factor	0.103	=		(high school)
<b>TOTAL SITE ACQUISITION COST</b>										=	<b>\$1,003</b>	

**SCHOOL CONSTRUCTION COST**

total const. cost	\$9,344,343	/	capacity (# students)	172	x	student factor	0.361	=	\$19,612	(elementary)
total const. cost	\$0	/	capacity (# students)	0	x	student factor	0.107	=		(middle)
total const. cost	\$0	/	capacity (# students)	0	x	student factor	0.105	=		(mid-high)
total const. cost	\$2,143,211	/	capacity (# students)	44	x	student factor	0.103	=	\$5,017	(high school)
						Subtotal		=	\$24,629	

Total Square Feet of Permanent Space (District) 890,197 / Total Square Feet of School Facilities (000) 954,709 = 93.24%

**TOTAL FACILITY CONSTRUCTION COST**

= \$ 22,965

**RELOCATABLE FACILITIES COST (PORTABLES)**

Portable Cost	\$ 27,049	/	6	facility size	x	student factor	0.361	=	\$1,627	(elementary)
Portable Cost	\$ 110,000	/	30	facility size	x	student factor	0.107	=	\$392	(middle)
Portable Cost	\$ 110,000	/	30	facility size	x	student factor	0.105	=	\$385	(mid-high)
Portable Cost	\$ 32,294	/	8	facility size	x	student factor	0.103	=	\$416	(high school)
						Subtotal		=	\$2,821	

Total Square Feet of Portable Space (District) 64,512 / Total Square Feet of School Facilities (000) 954,709 = 6.76%

**TOTAL RELOCATABLE COST ELEMENT**

= \$191

**CREDIT AGAINST COST CALCULATION -- MANDATORY**

**STATE MATCH CREDIT**

CCA Index	\$ 213.23	x OSPI Allowance	90.00	x	State Match %	40.00%	x	student factor	0.361	=	\$2,771	(elementary)
CCA Index	\$ 213.23	x OSPI Allowance	117.00	x	State Match %	40.00%	x	student factor	0.107	=		(middle)
CCA Index	\$ 213.23	x OSPI Allowance	117.00	x	State Match %	40.00%	x	student factor	0.105	=		(mid-high)
CCA Index	\$ 213.23	x OSPI Allowance	130.00	x	State Match %	40.00%	x	student factor	0.103	=	\$1,142	(high school)
TOTAL STATE MATCH CREDIT										=	\$3,913	

**TAX PAYMENT CREDIT**

$[(1 + \text{interest rate } 3.27\%)^n - 1] / [\text{interest rate } 3.27\%]$	x	10	years to pay off bond	x	0.00127	capital levy rate	x	assessed value	\$290,763	=	tax payment credit	\$ 3,107
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**IMPACT FEE CALCULATION**

SITE ACQUISITION COST	\$1,003
FACILITY CONSTRUCTION COST	\$ 22,965
RELOCATABLE FACILITIES COST (PORTABLES)	\$191
(LESS STATE MATCH CREDIT)	(\$3,913)
(LESS TAX PAYMENT CREDIT)	(\$3,107)
(LESS ELECTIVE CREDIT)	(\$1,945)

	Non-Discounted	50% Discount	w/Elective Credit
<b>FINAL IMPACT FEE PER UNIT</b>	<b>\$17,138</b>	<b>\$8,569</b>	<b>\$6,624</b>

IMPACT FEE WORKSHEET  
LAKE STEVENS SCHOOL DISTRICT

**MULTIPLE FAMILY RESIDENTIAL -- 1 BDRM OR LESS**

**SITE ACQUISITION COST**

acres needed	2.5	x	\$ 125,000	/	capacity (# students)	135	x	student factor	0	=	\$0	(elementary)
acres needed	<u>0</u>	x	<u>\$ 125,000</u>	/	capacity (# students)	<u>0</u>	x	student factor	<u>0</u>	=	<u>\$0</u>	(middle)
acres needed	<u>0</u>	x	<u>\$ 125,000</u>	/	capacity (# students)	<u>0</u>	x	student factor	<u>0</u>	=	<u>\$0</u>	(mid-high)
acres needed	<u>0</u>	x	<u>\$ 125,000</u>	/	capacity (# students)	<u>0</u>	x	student factor	<u>0</u>	=	<u>\$0</u>	(high school)

TOTAL SITE ACQUISITION COST

= \$0

**SCHOOL CONSTRUCTION COST**

total const. cost	\$7,380,468	/	capacity (# students)	135	x	student factor	0	=	\$0	(elementary)
total const. cost	<u>\$0</u>	/	capacity (# students)	<u>0</u>	x	student factor	<u>0</u>	=	<u>\$0</u>	(middle)
total const. cost	<u>\$0</u>	/	capacity (# students)	<u>0</u>	x	student factor	<u>0</u>	=	<u>\$0</u>	(mid-high)
total const. cost	<u>\$4,502,944</u>	/	capacity (# students)	<u>0</u>	x	student factor	<u>0</u>	=	<u>\$0</u>	(high school)

Subtotal

\$0

Total Square Feet of Permanent Space (District)	<u>890,197</u>	/	Total Square Feet of School Facilities (000)	<u>954,709</u>	=	93.24%
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TOTAL FACILITY CONSTRUCTION COST

= \$ -

**RELOCATABLE FACILITIES COST (PORTABLES)**

Portable Cost	\$ 27,061	/	6	facility size	x	student factor	0	=	\$0	(elementary)
Portable Cost	<u>\$ -</u>	/	<u>30</u>	facility size	x	student factor	<u>0</u>	=	<u>\$0</u>	(middle)
Portable Cost	<u>\$ -</u>	/	<u>30</u>	facility size	x	student factor	<u>0</u>	=	<u>\$0</u>	(mid-high)
Portable Cost	<u>\$ 45,863</u>	/	<u>10</u>	facility size	x	student factor	<u>0</u>	=	<u>\$0</u>	(high school)

Subtotal

\$0

Total Square Feet of Portable Space (District)	<u>64,512</u>	/	Total Square Feet of School Facilities (000)	<u>954,709</u>	=	6.76%
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TOTAL RELOCATABLE COST ELEMENT

= \$0

**CREDIT AGAINST COST CALCULATION -- MANDATORY**

**STATE MATCH CREDIT**

BOECKH Index	\$ 213.23	x OSPI Allowance	90	x	State Match %	40.00%	x	student factor	0	=	\$0	(elementary)
BOECKH Index	\$ 213.23	x OSPI Allowance	117	x	State Match %	40.00%	x	student factor	0	=		(middle)
BOECKH Index	\$ 213.23	x OSPI Allowance	117	x	State Match %	40.00%	x	student factor	0	=		(mid-high)
BOECKH Index	\$ 213.23	x OSPI Allowance	130	x	State Match %	40.00%	x	student factor	0	=		(high school)
<b>TOTAL STATE MATCH CREDIT</b>										=	<u>\$0</u>	

**TAX PAYMENT CREDIT**

$\frac{[ (1 + \text{interest rate } 3.27\% )^{\wedge} - 1 ]}{\text{interest rate } 3.27\%}$	10	years to pay off bond	- 1]	/	$[ \text{interest rate } 3.27\%$	x	
$(1 + \text{interest rate } 3.27\% )^{\wedge}$	10	years to pay off bond	] x		0.00127	capital levy rate	x
assessed value	\$79,076					tax payment credit	= \$ (845)

**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)	<u>(\$845)</u>

	Non-Discounted	50% Discount	25% Discount
<b>FINAL IMPACT FEE PER UNIT</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

IMPACT FEE WORKSHEET  
LAKE STEVENS SCHOOL DISTRICT

**MULTIPLE FAMILY RESIDENTIAL -- 2 BDRM OR MORE**

<b>SITE ACQUISITION COST</b>													
acres needed	2.5	x	\$ 150,000	/	capacity (# students)	135	x	student factor	0.139	=	\$386 (elementary)		
acres needed	0	x	\$ 150,000	/	capacity (# students)	0	x	student factor	0.020	=	\$0 (middle)		
acres needed	0	x	\$ 150,000	/	capacity (# students)	0	x	student factor	0.032	=	\$0 (mid-high)		
acres needed	0	x	\$ 150,000	/	capacity (# students)	0	x	student factor	0.063	=	\$0 (high school)		
<b>TOTAL SITE ACQUISITION COST</b>										=	\$386		
<b>SCHOOL CONSTRUCTION COST</b>													
total const. cost	\$9,344,343	/			capacity (# students)	172	x	student factor	0.139	=	\$7,552 (elementary)		
total const. cost	\$0	/			capacity (# students)	0	x	student factor	0.02	=	\$0 (middle)		
total const. cost	\$0	/			capacity (# students)	0	x	student factor	0.032	=	\$0 (mid-high)		
total const. Cost	\$2,143,211	/			capacity (# students)	44	x	student factor	0.063	=	\$3,069 (high school)		
										=	\$10,620		
Total Square Feet of Permanent Space (District)	890,197	/	Total Square Feet of School Facilities (000)	954,709								=	93.24%
<b>TOTAL FACILITY CONSTRUCTION COST</b>										=	\$ 9,903		
<b>RELOCATABLE FACILITIES COST (PORTABLES)</b>													
Portable Cost	\$ 27,049	/	6	facility size	x	student factor	0.139					=	\$627 (elementary)
Portable Cost	\$ 75,000	/	30	facility size	x	student factor	0.02					=	\$50 (middle)
Portable Cost	\$ 110,000	/	30	facility size	x	student factor	0.032					=	\$117 (mid-high)
Portable Cost	\$ 32,294	/	8	facility size	x	student factor	0.063					=	\$254 (high school)
										Subtotal	\$1,048		
Total Square Feet of Portable Space (District)	64,512	/	Total Square Feet of School Facilities (000)	954,709								=	6.76%
<b>TOTAL RELOCATABLE COST ELEMENT</b>										=	\$71		

**CREDIT AGAINST COST CALCULATION -- MANDATORY**

**STATE MATCH CREDIT**

BOECKH Index	\$ 213.23	x OSPI Allowance	90	x	State Match %	40.00%	x	student factor	0.139	=	\$1,067	(elementary)
BOECKH Index	\$ 213.23	x OSPI Allowance	117	x	State Match %	40.00%	x	student factor	0.02	=		(middle)
BOECKH Index	\$ 213.23	x OSPI Allowance	117	x	State Match %	40.00%	x	student factor	0.032	=		(mid-high)
BOECKH Index	\$ 213.23	x OSPI Allowance	130	x	State Match %	40.00%	x	student factor	0.063	=	\$699	(high school)
<b>TOTAL STATE MATCH CREDIT</b>										=	<u>\$1,766</u>	

**TAX PAYMENT CREDIT**

$(((1 + \text{interest rate } 3.27\%)^{\wedge} 10 \text{ years to pay off bond}) - 1) / [ \text{interest rate } 3.27\% ] \times$												
$(1 + \text{interest rate } 3.27\%)^{\wedge} 10 \text{ years to pay off bond}] \times$					0.00127	capital levy rate	x					
assessed value	\$115,893							tax payment credit	=		\$ 1,238	

**IMPACT FEE CALCULATION**

SITE ACQUISITION COST	\$386
FACILITY CONSTRUCTION COST	\$9,903
RELOCATABLE FACILITIES COST (PORTABLES)	\$71
(LESS STATE MATCH CREDIT)	(\$1,766)
(LESS TAX PAYMENT CREDIT)	(\$1,238)

<b>FINAL IMPACT FEE PER UNIT</b>	Non-Discounted	50% Discount
	\$7,356	\$3,678

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

Student Generation Rate Methodology



DOYLE  
CONSULTING

ENABLING SCHOOL DISTRICTS TO MANAGE AND USE STUDENT ASSESSMENT DATA

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## **Student Generation Rate Study for the Lake Stevens School District**

With Grade Levels (K-5, 6-7, 8-9, 10-12)

4/18/2016

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 2008 through December 2014. 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 April 2016. 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 1,983 single family detached units were compared with data on 8,430 students registered in the District, and the following matches were found by grade level(s)\*:

Grades	Count of Matches	Calculated Rate
K	135	0.068
1	132	0.067
2	117	0.059
3	121	0.061
4	104	0.052
5	107	0.054
6	102	0.051
7	110	0.055
8	101	0.051
9	107	0.054
10	66	0.033
11	77	0.039
12	61	0.031
K-5	716	0.361
6-7	212	0.107
8-9	208	0.105
10-12	204	0.103
K-12	1340	0.676

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 252 multi-family 2+ BR units were compared with data on 8,430 students registered in the District, and the following matches were found by grade level(s)\*:

Grades	Count of Matches	Calculated Rate
K	6	0.024
1	6	0.024
2	4	0.016
3	7	0.028
4	8	0.032
5	4	0.016
6	3	0.012
7	2	0.008
8	5	0.020
9	3	0.012
10	5	0.020
11	6	0.024
12	5	0.020
<b>K-5</b>	35	0.139
<b>6-7</b>	5	0.02
<b>8-9</b>	8	0.032
<b>10-12</b>	16	0.063
<b>K-12</b>	64	0.254

**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\*:**

	<b>K-5</b>	<b>6-7</b>	<b>8-9</b>	<b>10-12</b>	<b>K-12</b>
<b>Single Family</b>	<b>.361</b>	<b>.107</b>	<b>.105</b>	<b>.103</b>	<b>.676</b>
<b>Multi-Family 2+ BR</b>	<b>.139</b>	<b>.020</b>	<b>.032</b>	<b>.063</b>	<b>.254</b>

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

Appendix D  
Board Resolution Adopting  
Capital Facilities Plan



**RESOLUTION NO. 13-16:  
2016-21 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; and

**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; and

**WHEREAS**, impact fee calculations are consistent with methodologies meeting the conditions and tests of RCW 82.02 and Snohomish County Code; and

**WHEREAS**, the District finds that the methodologies accurately assess necessary additional capacity which address only growth-related needs; and

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

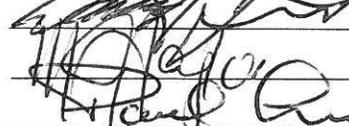
**WHEREAS**, the District finds that the Plan meets the basic requirements of RCW 36.70A and RCW 82.02; and

**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 2016-21, 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 24<sup>th</sup> day of August, 2016.

**LAKE STEVENS SCHOOL DISTRICT NO. 4  
BOARD OF DIRECTORS**

  
\_\_\_\_\_  
President  
  
\_\_\_\_\_  
  
\_\_\_\_\_

**ATTEST:**   
\_\_\_\_\_  
Superintendent:

Appendix E

Determination of Non-Significance and Environmental Checklist

## DETERMINATION OF NONSIGNIFICANCE

### Lake Stevens School District No. 4 Capital Facilities Plan 2016-2021

#### DESCRIPTION OF PROPOSAL:

The proposed action is the adoption of the Lake Stevens School District No. 4 Capital Facilities Plan, 2016- 2021. Board adoption is scheduled to occur on August 24, 2016. 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 6-year and 15-year enrollment projections to quantify capital facility needs for years 2016-2021.

**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 the proposal 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 upon request.

This Determination of Nonsignificance (DNS) is issued under WAC 197-11-340(2). The lead agency will not act on this proposal for 14 days from the published date below. Comments must be submitted by Tuesday August 12, 2014 to the Responsible Official as named below.

**RESPONSIBLE OFFICIAL:**     **Robb Stanton**  
**POSITION/TITLE:**           **Executive Director, Operations and Technology Services**  
**ADDRESS:**                    Lake Stevens School District No. 4  
                                       12309 22<sup>nd</sup> Street NE  
                                       Lake Stevens, WA 98258  
**PHONE:**                       425-335-1506

**PUBLISHED:**   **The Everett Herald - July 25, 2016**

There is no agency appeal.

/ss/ Robb Stanton, Executive Director, Operations

7/19/16

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**LAKE STEVENS SCHOOL DISTRICT NO. 4  
ENVIRONMENTAL CHECKLIST**

**Adoption  
of  
Capital Facilities Plan 2016-2021**

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*Prepared by*  
**SHOCKEY PLANNING GROUP, Inc.**  
*for*  
**Lake Stevens School District No. 4**

*Proposal*

**Adoption of Capital Facilities Plan 2016-2021  
Lake Stevens School District No. 4**

*Proponent*

**Lake Stevens School District No. 4**

**Robb Stanton**

12309 22<sup>nd</sup> 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 2016**

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**Appendices**

- Appendix A – Supplemental Sheet for Nonproject Actions
- Appendix B – 2016-2021 Capital Facilities Plan

**ENVIRONMENTAL CHECKLIST****A. BACKGROUND**

**1. Name of proposed project, if applicable:** Adoption of Capital Facilities Plan, 2016-2021

**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:** July 15, 2016.

**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, 2016-2021, is scheduled to be adopted by the Lake Stevens School Board August 24, 2016.

**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 2019. 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

- City of Marysville 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 Cities of Lake Stevens and Marysville.

**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 (2016-2021).

**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 Water:**

- 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 Water:**

- 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*.

- 3) **Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.**

The impacts of specific projects on drainage patterns would be addressed during project-specific environmental review. Each project would be subject to all applicable regulations regarding stormwater discharge and other drainage patterns.

**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 *2014-2019 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, 2016 is as follows;

Administrators	33
Certificated staff	512
Non-represented staff	50
Classified staff	515

**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, Lake Stevens and Marysville 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. Comprehensive Plans were updated throughout Snohomish County in 2015 and have been coordinated with the Lake Stevens School District CFP.

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. 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 Cities of Lake Stevens and Marysville, and other jurisdictions a description of facilities needed to accommodate projected student enrollment at acceptable levels of service through the year 2021. It also provides a more detailed schedule and financing program for capital improvements over the six-year period 2016-2021. The capital facilities financing plan is outlined in the CFP (Table 6-3). Funding sources include General Obligation Bonds, State Match Funds, and School Impact Fees.

**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.

**d. 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: \_\_\_\_\_

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

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# Appendix A

## Supplemental Sheet for Nonproject Actions

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### 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.

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**Appendix B**  
**2014-2019**  
**Capital Facilities Plan**

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**INCORPORATED BY REFERENCE.**

**ADDITIONAL COPIES AVAILABLE FOR REVIEW BY CONTACTING LAKE STEVENS SCHOOL  
DISTRICT**

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;
  - a description of the forecasting methodology and justification for its consistency with OFM population forecasts used in the county's comprehensive plan.
2. Inventory of Existing Facilities, including:
  - the location and capacity of existing schools;
  - a description of educational standards and a clearly defined minimum level of service such as classroom size, school size, use of portables, etc.;
  - the location and description of all district-owned or leased sites (if any) and properties;
  - a description of support facilities, such as administrative centers, transportation and maintenance yards and facilities, etc.; and
  - information on portables, including numbers, locations, remaining useful life (as appropriate to educational standards), etc.
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
  - the number of additional portable classrooms needed.
4. Forecast of Future Site Needs, including:
  - the number, size, and general location of needed new school sites.
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;
  - projected schedule for completion of these projects; and
  - proposed sources of funding, including impact fees (if proposed), local bond issues (both approved and proposed), and state matching funds.
6. Impact Fee Support Data (where applicable), including:
  - an explanation of the calculation methodology, including description of key variables and their computation;
  - 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;
    - b) accurately reflects projected costs in the 6-year financing program; 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.

### ***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.
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.
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 180 calendar days prior to their desired effective date.
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  
Impact Fee Collections

Month-Year	Impact Fees/ Mitigation Payments Received (Snohomish County)	Impact Fees/ Mitigation Payments Received (City of Lake Stevens)	Impact Fees/ Mitigation Payments Received (City of Marysville)	Total Fees	Total Fees/Payments Received per year	Interest	Expenditures
Jan-14	\$4,648	\$51,612	\$18,768	\$75,028		\$352	\$60,969
Feb-14		\$60,996		\$60,996		\$304	\$150,942
Mar-14	\$13,944	\$60,612	\$23,364	\$97,920		\$345	\$2,321
Apr-14		\$84,456		\$84,456		\$293	\$6,563
May-14	\$4,648	\$51,612	\$9,384	\$65,644		\$299	\$11,655
Jun-14		\$28,152		\$28,152		\$278	\$1,050
Jul-14		\$32,844	\$46,920	\$79,764		\$319	\$529,345
Aug-14		\$18,768	\$4,692	\$23,460		\$267	\$300,991
Sep-14		\$14,076	\$9,384	\$23,460		\$253	\$143,092
Oct-14		\$75,072	\$9,384	\$84,456		\$253	\$12,437
Nov-14	\$13,944	\$51,612		\$65,556		\$239	\$84,179
Dec-14	\$9,296			\$9,296	\$698,188	\$275	\$86,238
Jan-15	\$60,364	\$70,380	\$14,076	\$144,820		\$352	\$1,630
Feb-15		\$32,844	\$18,768	\$51,612		\$332	\$3,882
Mar-15	\$14,600	\$79,632		\$94,232		\$460	\$640
Apr-15	\$32,452	\$32,688	\$9,384	\$74,524		\$391	\$29,950
May-15	\$13,908	\$28,080		\$41,988		\$410	\$42,755
Jun-15		\$28,080		\$28,080		\$450	\$16,140
Jul-15		\$28,080	\$28,080	\$56,160		\$420	\$40,387
Aug-15		\$32,760		\$32,760		\$450	\$446,795
Sep-15	\$4,636	\$28,080	\$9,360	\$42,076		\$468	
Oct-15		\$37,440		\$37,440		\$488	\$56,965
Nov-15	\$4,636	\$28,080		\$32,716		\$411	\$170,884
Dec-15	\$14,248	\$243,360		\$257,608	\$894,016	\$603	\$299,033
Jan-16	\$9,272	\$163,800	\$23,400	\$196,472		\$927	\$161,248
Feb-16		\$65,520		\$65,520		\$931	\$215,481
Mar-16	\$9,272	\$131,040	\$74,880	\$215,192		\$1,015	\$250,156
Apr-16		\$201,240	\$23,400	\$224,640	\$701,824	\$954	\$136,067
<b>TOTAL (2006-16)</b>	<b>\$4,565,692</b>	<b>\$6,016,177</b>	<b>\$1,957,749</b>	<b>\$12,539,618</b>	<b>\$12,539,618</b>	<b>\$374,959</b>	<b>\$12,173,365</b>
<b>TOTAL (2014-16)</b>	<b>\$209,868</b>	<b>\$1,760,916</b>	<b>\$323,244</b>	<b>\$2,294,028</b>	<b>\$2,294,028</b>	<b>\$12,537</b>	<b>\$3,261,798</b>



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**LAKEWOOD SCHOOL DISTRICT NO. 306**  
**CAPITAL FACILITIES PLAN**  
**2016-2021**

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**Adopted: August 17, 2016**

**LAKEWOOD SCHOOL DISTRICT NO. 306**  
**CAPITAL FACILITIES PLAN**  
**2016-2021**

**BOARD OF DIRECTORS**  
**LARRY BEAN, PRESIDENT**  
**OSCAR ESCALANTE**  
**CATHERINE “SANDY” GOTTS**  
**GREGORY JENSEN**  
**JAHNA SMITH**

**SUPERINTENDENT**  
**DR. MICHAEL MACK**

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 (2016-2021).

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.

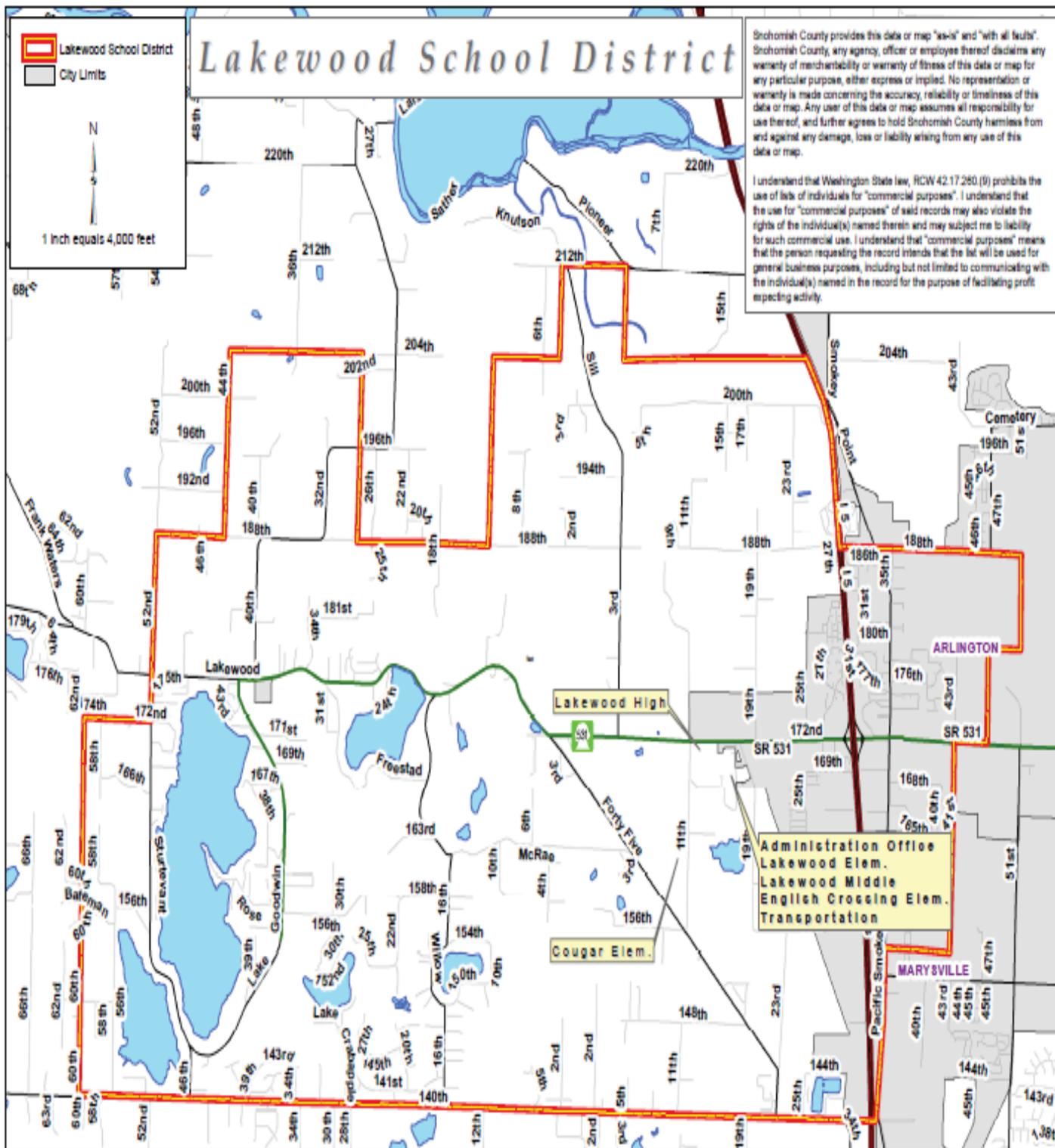
- The methodology used to calculate impact fees also complies with the criteria and the formulas established by the County.

***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 2,275 (October 1, 2015, reported enrollment) with three elementary schools, one middle school, and one high school.

**FIGURE 1  
MAP OF FACILITIES**



## 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.

The State Legislature's implementation of requirements for full-day kindergarten and reduced K-3 class size will also impact school capacity and educational program standards. The District has implemented full-day kindergarten classes. The District anticipates implementation of reduced K-3 class sizes in the 2017-18 school year. However, the details of implementation are still being reviewed. Future updates to this CFP will include any final implementation of reduced K-3 class size.

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 – 5<sup>th</sup> Grade Counseling Services
- Speech and Language Disorder Therapy Program
- Early Childhood Education and Assistance Program (ECEAP)
- Developmentally Delayed Preschool Program - Ages 3 to 5
- Developmentally Delayed Kindergarten Program
- K-5<sup>th</sup> Grade Special Education Resource Room Program
- K – 5<sup>th</sup> Grade Special Education Life Skills Program
- Learning Assistance Program - Remedial Services
- Occupational Therapy 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 – 5<sup>th</sup> Grade Special Education Resource Room Program
- K – 5<sup>th</sup> Grade Special Education Life Skills Program
- K – 5<sup>th</sup> Grade Counseling Services
- 3 – 5<sup>th</sup> 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
- 6th-8th Grade Special Education Life Skills Program
- Bilingual Education Program
- Learning Assistance Program - Tutorial Services
- Occupational Therapy Program
- 6<sup>th</sup> – 8<sup>th</sup> 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
- 9<sup>th</sup> – 12<sup>th</sup> 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 23 students.
- Class size for grades 5th – 8th will not exceed 26 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/multipurpose room.

### ***Educational Program Standards For Middle and High Schools***

- Class size for middle school grades will not exceed 26 students.
- Class size for high school grades will not exceed 28 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 95% at the middle school and 85% 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 Board of Directors following appropriate public review and comment.

The District's minimum level of service is as follows: on average, K-4 classrooms have no more than 26 students per classroom, 5-8 classrooms have no more than 28 students per classroom, and 9-12 classrooms have no more than 30 students per classroom. 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 more than 26 students per classroom, 5-8 classrooms have more than 28 students per classroom, or 9-12 classrooms more than 30 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.

For the school years of 2013-14 and 2014-15, the District's compliance with the minimum educational service standards was as follows:

2013-14 School Year						
LOS Standard	MINIMUM LOS# Elementary	REPORTED LOS Elementary	MINIMUM LOS Middle	REPORTED LOS Middle	MINIMUM LOS High	REPORTED LOS High
	26	13	28	21	30	28.7

\* The District determines the reported 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 (excludes portables).

2014-15 School Year						
LOS Standard	MINIMUM LOS# Elementary	REPORTED LOS Elementary	MINIMUM LOS Middle	REPORTED LOS Middle	MINIMUM LOS High	REPORTED LOS High
	26	17	28	21	30	27

\* The District determines the reported 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 (excludes portables).

### 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 P-5, Cougar Creek Elementary School accommodates grades K-5, and English Crossing Elementary School accommodates grades K-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**

<b>Elementary School</b>	<b>Site Size (Acres)</b>	<b>Building Area (Square Feet)</b>	<b>Teaching Stations</b>	<b>Permanent Capacity</b>	<b>Year Built or Remodeled</b>
English Crossing	*	41,430	20	470	1994
Cougar Creek	10**	44,217	22	517	2003
Lakewood	*	45,400	16	376	1998/1997
<b>TOTAL</b>	<b>*</b>	<b>131,047</b>	<b>58</b>	<b>1,363</b>	

<b>Middle School</b>	<b>Site Size (Acres)</b>	<b>Building Area (Square Feet)</b>	<b>Teaching Stations</b>	<b>Permanent Capacity</b>	<b>Year Built or Remodeled</b>
Lakewood Middle	*	62,835	25	618	1971, 1994, and 2002

<b>High School</b>	<b>Site Size (Acres)</b>	<b>Building Area (Square Feet)</b>	<b>Teaching Stations</b>	<b>Permanent Capacity</b>	<b>Year Built or Remodeled</b>
Lakewood High	*	79,422	24	571	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 11<sup>th</sup> 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 18 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. The District's relocatable classrooms have adequate useful remaining life and are evaluated regularly.

**Table 2  
Relocatable Classroom (Portable) Inventory**

<b>Elementary School</b>	<b>Relocatables</b>	<b>Interim Capacity</b>
English Crossing	5	118
Cougar Creek	0	0
Lakewood	5	118
<b>SUBTOTAL</b>	<b>10</b>	<b>236</b>

<b>Middle School</b>	<b>Relocatables</b>	<b>Interim Capacity</b>
Lakewood Middle	1	26
<b>SUBTOTAL</b>	<b>1</b>	<b>26</b>

<b>High School</b>	<b>Relocatables</b>	<b>Interim Capacity</b>
Lakewood High	7	196
<b>SUBTOTAL</b>	<b>7</b>	<b>196</b>

<b>TOTAL</b>	<b>18</b>	<b>458</b>
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**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

The District is also a party to a cooperative agreement for use of the Marysville School District transportation facility (which is owned by the Marysville School District).

**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, 2015, reported enrollment was 2,275. 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 2,001 students are expected to be enrolled in the District by 2021, a decrease from the October 2015 enrollment levels. Notably, the cohort survival method does not anticipate new students from new development patterns. So, it would not capture new development resulting from the rebound in the residential construction industry and as anticipated in the population forecasts prepared by Snohomish County.

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 2000 and 2015, the District's student enrollment constituted approximately 17.10% of the total population in the District. Assuming that between 2016 and 2021, the District's enrollment will continue to constitute 17.10% of the District's total population and using OFM/County data, OFM/County methodology projects a total enrollment of 2,690 FTEs in 2021.

**Table 4  
Projected Student Enrollment (FTE)  
2016-2021**

Projection	Oct. 2015*	2016	2017	2018	2019	2020	2021	Change 2015-21	Percent Change 2015-21
OFM/County	2,275	2,344	2,413	2,482	2,551	2,620	2,690	415	18.24%
OSPI Cohort**	2,275	2,244	2,202	2,158	2,116	2,055	2,001	(274)	(12.0%)

\* Actual FTE, October 2015

\*\*Based upon the cohort survival methodology; 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. There are also several multi-family development projects under construction in the District at the present time.

Given these pending and in progress 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. 2035 Enrollment Projections***

Student enrollment projections beyond 2021 are highly speculative. Using OFM/County data as a base, the District projects a 2035 student FTE population of 3,127. This is based on the OFM/County data for the years 2000 through 2015 and the District's average fulltime equivalent enrollment for the corresponding years (for the years 2000 to 2015, the District's actual enrollment averaged 17.10% 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 2035 is provided in Table 5. Again, these estimates are highly speculative and are used only for general planning purposes.

**Table 5**  
**Projected Student Enrollment**  
**2035**

<b>Grade Span</b>	<b>FTE Enrollment – October 2015</b>	<b>Projected Enrollment 2035*</b>
Elementary (K-5)	1,032	1,345
Middle School (6-8)	551	813
High School (9-12)	692	969
<b>TOTAL (K-12)</b>	<b>2,275</b>	<b>3,127</b>

\*Assumes average percentage per grade span. See Table A-2.

Note: Snohomish County Planning and Development Service provided the underlying data for the 2035 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 (2016-2021).

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 2016. 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 2016-2021.

**Table 6-A\***  
**Additional Capacity Needs**  
**2015-2021**

<b>Grade Span</b>	<b>2015**</b>	<b>2016-17</b>	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>	<b>2021-22</b>	<b>Pct. Growth Related</b>
<b>Elementary (K-5)</b>								
Total	0	0	0	0	0	0	0	
Growth Related	--	--	--	--	--	--	--	0%
<b>Middle School (6-8)</b>								
Total	0	0	9	27	45	63	81	
Growth Related	--	--	9	27	45	63	81	100%
<b>High School</b>								
Total	121	156	177	198	220	241	263	
Growth Related***	--	35	56	77	99	120	142	54%

\*Please refer to Table 7 for capacity and projected enrollment information.

\*\*Actual October 2015 Enrollment

\*\*\*Existing deficiencies equal the “Total” less “Growth Related” capacity figures.

By the end of the six-year forecast period (2021), additional permanent classroom capacity will be needed as follows:

**Table 6-B  
Unhoused Students**

<b>Grade Span</b>	<b>Unhoused Students /Growth Related in Parentheses)</b>
Elementary (K-5)	0 / (0)
Middle School (6-8)	81 / (81)
High School (9-12)	263 / (142)
<b>TOTAL UNHOUSED (K-12)</b>	<b>344 / (223)</b>

Again, planned construction projects are not included in the analysis in Table 6-B. In addition, 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**

<b>Grade Span</b>	<b>2021 Unhoused Students /Growth Related in Parentheses)</b>	<b>Relocatable Capacity</b>
Elementary (K-5)	0 / (0)	236
Middle School (6-8)	81 / (81)	268
High School (9-12)	263 / (142)	196
<b>Total (K-12)</b>	<b>344 / (223)</b>	<b>458</b>

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 2021 are included in Table 7 and more fully described in Table 8.

**Table 7  
Projected Student Capacity  
2016-2021**

**Elementary School Surplus/Deficiency**

	<b>Oct 2015 FTE</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
Existing Capacity	1,363	1,363	1,363	1,363	1,363	1,363	1,363
Added Permanent Capacity							
Total Capacity	1,363	1,363	1,363	1,363	1,363	1,363	1,363
Enrollment	1,032	1,008	1,038	1,067	1,097	1,127	1,157
Surplus (Deficiency)	331	355	325	296	266	236	206

**Middle School Surplus/Deficiency**

	<b>Oct 2015 FTE</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
Existing Capacity	618	618	618	618	618	618	618
Added Permanent Capacity							
Total Capacity	618	618	618	618	618	618	618
Enrollment	551	609	627	645	663	681	699
Surplus (Deficiency)	67	9	(9)	(27)	(45)	(63)	(81)

**High School Surplus/Deficiency**

	<b>Oct 2015 FTE</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
Existing Capacity	571	571	571	894	894	894	894
Added Permanent Capacity*			323				
Total Capacity	571	571	894	894	894	894	894
Enrollment	692	727	748	769	791	812	834
Surplus (Deficiency)	(121)	(156)	146	125	103	82	60

\*Lakewood High School expansion. 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. In April 2014, the District's voters approved a \$66,800,000 bond measure to fund improvements, including a capacity addition, at Lakewood High School.

**Projects Adding Permanent Capacity:**

- A three hundred (323) 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;
- Bus Garage improvements;
- Replace Administration Building;
- Replace Business Office Building.

**Other:**

- 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 School Construction Assistance funds, and 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 Cougar Creek Elementary School. In April 2014, the District's voters approved a \$66,800,000 bond measure to fund improvements, including a capacity addition, at Lakewood High School.

### ***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 certain projects at the 52.11% 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 2016-2021. 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	2016	2017	2018	2019	2020	2021	Total Cost	Bonds/ Levy	State Funds	Impact Fees
<b>Elementary School</b>										
<b>Middle School</b>										
<b>High School</b>										
Lakewood High Addition		\$13.00	\$10.554				\$23.554	X	X	X
<b>Secondary</b>										
Site Acquisition			\$0.775				\$0.775	X		X

**Improvements Not Adding Capacity (Costs in Millions)**

Project	2016	2017	2018	2019	2020	2021	Total Cost	Bonds/ Levy	State Funds	Impact Fees
<b>Elementary</b>										
<b>Middle School</b>										
<b>High School</b>										
Lakewood High Modernization and Shop/Lab Replacement		\$19.544	\$4.000				\$23.544	X	X	
LHS Stadium, Track and Stadium Field Improvements	\$3.100						\$3.100	X	X	
<b>District-wide</b>										

**Total Permanent Improvements (Costs in Millions)**

	2016	2017	2018	2019	2020	2021	Total Cost	Bonds/ Levy	State Funds	Impact Fees
<b>TOTAL</b>	\$3.100	\$32.544	\$171.654				\$50.973	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 are 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. A student factor (or student generation rate) is used to identify the average cost per dwelling unit by measuring the average number of students generated by each housing type (single-family dwellings and multi-family dwellings of one bedroom and two bedrooms or more). A description of the student methodology is contained in Appendix B. As required under the GMA, credits are applied in the formula to account for State School Construction Assistance 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.

## FACTORS FOR ESTIMATED IMPACT FEE CALCULATIONS

### Student Generation Factors – Single Family

Elementary	.142
Middle	.142
High	.128
<b>Total</b>	<b>.411</b>

### Student Generation Factors – Multi Family (1 Bdrm)

Elementary	.000
Middle	.000
High	.000
<b>Total</b>	<b>.000</b>

### Student Generation Factors – Multi Family (2+ Bdrm)

Elementary	.206
Middle	.113
High	.074
<b>Total</b>	<b>.399</b>

### Projected Student Capacity per Facility

High School (new addition) - 323

### Required Site Acreage per Facility

#### Facility Construction/Cost Average

High School (Addition) \$23,553,551

### Permanent Facility Square Footage

Elementary	131,047
Middle	62,835
High	79,422
<b>Total</b>	<b>273,304</b>

**96.74%**

### Temporary Facility Square Footage

Elementary	5,120
Middle	512
High	3,584
<b>Total</b>	<b>9,216</b>

**3.26%**

### Total Facility Square Footage

Elementary	136,167
Middle	63,347
High	83,006
<b>Total</b>	<b>282,520</b>

**100.00%**

### Average Site Cost/Acre

### Temporary Facility Capacity

Capacity  
Cost

### State Match Credit

Current State Match Percentage 52.11%

### Construction Cost Allocation

Current CCA 213.23

### District Average Assessed Value

Single Family Residence \$305,066

### District Average Assessed Value

Multi Family (1 Bedroom) \$79,076

Multi Family (2+ Bedroom) \$115,893

### SPI Square Footage per Student

Elementary 90  
Middle 108  
High 130

### District Debt Service Tax Rate for Bonds

Current/\$1,000 \$2.13

### General Obligation Bond Interest Rate

Current Bond Buyer Index 3.27%

### Developer Provided Sites/Facilities

Value 0  
Dwelling Units 0

**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**

<b>Housing Type</b>	<b>Impact Fee Per Dwelling Unit</b>
Single Family	\$857
Multi-Family (1 Bedroom)	\$0
Multi-Family (2+ Bedroom)	\$1,037

**APPENDIX A**

**POPULATION AND ENROLLMENT DATA**

**Table A-1**

**ACTUAL STUDENT ENROLLMENT 2010-2015  
ACTUAL AND PROJECTED STUDENT ENROLLMENT 2016-2021  
Based on OSPI Cohort Survival\***

Grade	--- ACTUAL ENROLLMENTS ON OCTOBER 1st ---					AVERAGE % 2015 SURVIVAL	--- PROJECTED ENROLLMENTS ---						
	2010	2011	2012	2013	2014		2016	2017	2018	2019	2020	2021	
Kindergarten	163	197	184	195	150	142	148	142	135	128	121	115	
Grade 1	181	164	196	181	214	166	103.77%	147	154	147	140	133	126
Grade 2	158	179	153	197	183	221	99.41%	165	146	153	146	139	132
Grade 3	181	162	174	159	184	173	98.31%	217	162	144	150	144	137
Grade 4	171	175	159	181	168	174	99.81%	173	217	162	144	150	144
Grade 5	181	180	176	154	178	156	98.77%	172	171	214	160	142	148
<b>K-5 Sub-Total</b>	<b>1,035</b>	<b>1,057</b>	<b>1,042</b>	<b>1,067</b>	<b>1,077</b>	<b>1,032</b>		<b>1,022</b>	<b>992</b>	<b>955</b>	<b>868</b>	<b>829</b>	<b>802</b>
Grade 6	210	194	180	178	174	186	105.15%	164	181	180	225	168	149
Grade 7	193	200	182	182	181	174	98.36%	183	161	178	177	221	165
Grade 8	190	204	203	179	174	191	101.33%	176	185	163	180	179	224
<b>6-8 Sub-Total</b>	<b>593</b>	<b>598</b>	<b>565</b>	<b>539</b>	<b>529</b>	<b>551</b>		<b>523</b>	<b>527</b>	<b>521</b>	<b>582</b>	<b>568</b>	<b>538</b>
Grade 9	185	183	185	204	169	172	96.14%	184	169	178	157	173	172
Grade 10	181	187	176	178	195	176	98.63%	170	181	167	176	155	171
Grade 11	187	172	185	180	181	180	98.04%	173	167	177	164	173	152
Grade 12	180	189	165	182	167	164	95.74%	172	166	160	169	157	166
<b>9-12 Sub-Total</b>	<b>733</b>	<b>731</b>	<b>711</b>	<b>744</b>	<b>712</b>	<b>692</b>		<b>699</b>	<b>683</b>	<b>682</b>	<b>666</b>	<b>658</b>	<b>661</b>
<b>DISTRICT K-12 TOTAL</b>	<b>2,361</b>	<b>2,386</b>	<b>2,318</b>	<b>2,350</b>	<b>2,318</b>	<b>2,275</b>		<b>2,244</b>	<b>2,202</b>	<b>2,158</b>	<b>2,116</b>	<b>2,055</b>	<b>2,001</b>

Notes: Specific subtotalling on this report will be driven by District Grade spans.  
School Facilities and Organization Printed Dec 03, 2015

\* 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.

A-1

**Table A-2**

**AVERAGE PERCENTAGE ENROLLMENT BY GRADE SPAN**  
(OSPI Enrollment Projections)

<b>Enrollment by Grade Span</b>	<b>Oct. 2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
Elementary (K-5)	1,032	1,022	992	955	868	829	802
Middle School (6-8)	551	523	527	521	582	568	538
High School (9-12)	692	699	683	682	666	658	661
<b>TOTAL</b>	<b>2,253</b>	<b>2,234</b>	<b>2,225</b>	<b>2,225</b>	<b>2,214</b>	<b>2,230</b>	<b>2,249</b>

<b>Percentage by Grade Span</b>	<b>Oct. 2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
Elementary (K-5)	46%	46%	45%	44%	41%	40%	40%
Middle School (6-8)	24%	23%	24%	24%	28%	28%	27%
High School (9-12)	30%	31%	31%	32%	31%	32%	33%
<b>TOTAL**</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>

<b>Average Percentage by Grade Span</b>	
Elementary (K-5)	43%
Middle School (6-8)	26%
High School (9-12)	31%
<b>TOTAL</b>	<b>100%</b>

A-2

**Table A-3**

**AVERAGE PERCENTAGE ENROLLMENT BY GRADE SPAN**  
**(COUNTY/OFM Enrollment Projections)\*\*\***

<b>Enrollment by Grade Span</b>	<b>Oct. 2015*</b>	<b>Avg. %age</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
Elementary (K-5)	1,032	43%	1,008	1,038	1,067	1,097	1,127	1,157
Middle School (6-8)	551	26%	609	627	645	663	681	699
High School (9-12)	692	31%	727	748	769	791	812	834
<b>TOTAL**</b>	<b>2,275</b>	<b>100%</b>	<b>2,344</b>	<b>2,413</b>	<b>2,482</b>	<b>2,551</b>	<b>2,620</b>	<b>2,690</b>

\*Actual October 2015 Enrollment.

\*\* Totals may vary due to rounding.

\*\*\*Using average percentage by grade span.

**APPENDIX B**  
**STUDENT GENERATION FACTOR REVIEW**



## **Student Generation Rate Study for the Lakewood School District**

4/25/2016

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 2008 through December 2014. 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 April 2016. 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 141 single family detached units were compared with data on 2,276 students registered in the District, and the following matches were found by grade level(s)\*:

GRADE(S)	COUNT OF MATCHES	CALCULATED RATE
K	4	0.028
1	2	0.014
2	1	0.007
3	6	0.043
4	6	0.043
5	1	0.007
6	9	0.064
7	5	0.035
8	6	0.043
9	6	0.043
10	0	0.000
11	6	0.043
12	6	0.043
K-5	20	0.142
6-8	20	0.142
9-12	18	0.128
K-12	58	0.411

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 282 multi-family 2+ BR units were compared with data on 2,276 students registered in the District, and the following matches were found by grade level(s)\*:

GRADE(S)	COUNT OF MATCHES	CALCULATED RATE
K	9	0.032
1	8	0.028
2	16	0.057
3	7	0.025
4	12	0.043
5	6	0.021
6	11	0.039
7	12	0.043
8	9	0.032
9	7	0.025
10	8	0.028
11	5	0.018
12	1	0.004
K-5	58	0.206
6-8	32	0.113
9-12	21	0.074
K-12	111	0.394

6. **Multi-Family 0-1 BR Rates:** Research indicated that 33 multi-family 0-1 BR units were constructed within District boundaries during the time period covered by this study. No specific unit number matches were made.

7. **Summary of Student Generation Rates\*:**

	K-5	6-8	9-12	K-12
Single Family	.142	.142	.128	.411
Multi-Family 2+ BR	.206	.113	.074	.394

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

**APPENDIX C**

**SCHOOL IMPACT FEE CALCULATIONS**

DRAFT

### School Impact Fee Calculation - Single Family Dwelling Unit

Lakewood School District 2016 CFP

**School Site Acquisition Cost:**

	<u>Site Size Acreage</u>	<u>Cost/ Acre</u>	<u>Facility Size</u>	<u>Site Cost/ Student</u>	<u>Student Factor</u>	<u>Cost/ SFDU</u>
Elementary	10	\$0	475	\$0	0.1420	\$0
Middle	20	\$0	600	\$0	0.1420	\$0
Senior	40	\$0	323	\$0	0.1280	\$0
TOTAL						\$0

**School Construction Cost:**

	<u>Sq. Ft. % Permanent</u>	<u>Facility Cost</u>	<u>Facility Size</u>	<u>Bldg. Cost/ Student</u>	<u>Student Factor</u>	<u>Cost/ SFDU</u>
Elementary	96.74%	\$0	475	\$0	0.1420	\$0
Middle	96.74%	\$0	600	\$0	0.1420	\$0
Senior	96.74%	\$23,553,561	323	\$72,921	0.1280	\$9,030
TOTAL						\$9,030

**Temporary Facility Cost:**

	<u>Sq. Ft. % Temporary</u>	<u>Facility Cost</u>	<u>Facility Size</u>	<u>Bldg. Cost/ Student</u>	<u>Student Factor</u>	<u>Cost/ SFDU</u>
Elementary	3.26%	\$0	25	\$0	0.1420	\$0
Middle	3.26%	\$0	25	\$0	0.1420	\$0
Senior	3.26%	\$0	25	\$0	0.1280	\$0
TOTAL						\$0

**State School Construction Funding Assistance Credit:**

	<u>Const Cost Allocation</u>	<u>OSPI Sq. Ft./ Student</u>	<u>Funding Assistance</u>	<u>Credit/ Student</u>	<u>Student Factor</u>	<u>Cost/ SFDU</u>
Elementary	213.23	90.0	0.00%	\$0	0.1420	\$0
Middle	213.23	108.0	0.00%	\$0	0.1420	\$0
Senior	213.23	130.0	52.11%	\$14,445	0.1280	\$1,849
TOTAL						\$1,849

**School Impact Fee Calculation - Single Family Dwelling Unit**  
Lakewood School District 2016 CFP

Tax Payment Credit Calculation:

Average SFR Assessed Value	\$305,066
Current Capital Levy Rate/\$1000	\$2.13
Annual Tax Payment	\$649.79
Years Amortized	10
Current Bond Interest Rate	3.27%
Present Value of Revenue Stream	\$5,467

Impact Fee Summary - Single Family Dwelling Unit:

Site Acquisition Cost	\$0
Permanent Facility Cost	\$9,030
Temporary Facility Cost	\$0
State SCFA Credit	(\$1,849)
Tax Payment Credit	(\$5,467)
Unfunded Need	\$1,713
50% Required Adjustment	\$857
Single Family Impact Fee	\$857

## School Impact Fee Calculation - Multi-Family Dwelling Unit

Lakewood School District 2016 CFP

### School Site Acquisition Cost:

	<u>Site Size Acreage</u>	<u>Cost/ Acre</u>	<u>Facility Size</u>	<u>Site Cost/ Student</u>	<u>Student Factor</u>	<u>Cost/ MFDU</u>
Elementary	10	\$0	475	\$0	0.2060	\$0
Middle	20	\$0	600	\$0	0.1130	\$0
Senior	40	\$0	323	\$0	0.0740	\$0
					<b>TOTAL</b>	<b>\$0</b>

### School Construction Cost:

	<u>Sq. Ft. % Permanent</u>	<u>Facility Cost</u>	<u>Facility Size</u>	<u>Bldg. Cost/ Student</u>	<u>Student Factor</u>	<u>Cost/ MFDU</u>
Elementary	96.74%	\$0	475	\$0	0.2060	\$0
Middle	96.74%	\$0	600	\$0	0.1130	\$0
Senior	96.74%	\$23,553,561	323	\$72,921	0.0740	\$5,220
					<b>TOTAL</b>	<b>\$5,220</b>

### Temporary Facility Cost:

	<u>Sq. Ft. % Temporary</u>	<u>Facility Cost</u>	<u>Facility Size</u>	<u>Bldg. Cost/ Student</u>	<u>Student Factor</u>	<u>Cost/ MFDU</u>
Elementary	3.26%	\$0	23	\$0	0.2060	\$0
Middle	3.26%	\$0	30	\$0	0.1130	\$0
Senior	3.26%	\$0	32	\$0	0.0740	\$0
					<b>TOTAL</b>	<b>\$0</b>

### State School Construction Funding Assistance Credit:

	<u>Const Cost Allocation</u>	<u>OSPI Sq. Ft./ Student</u>	<u>Funding Assistance</u>	<u>Credit/ Student</u>	<u>Student Factor</u>	<u>Cost/ MFDU</u>
Elementary	213.23	90.0	0.00%	\$0	0.2060	\$0
Middle	213.23	108.0	0.00%	\$0	0.1130	\$0
Senior	213.23	130.0	52.11%	\$14,445	0.0740	\$1,069
					<b>TOTAL</b>	<b>\$1,069</b>

### School Impact Fee Calculation - Multi-Family Dwelling Unit

Lakewood School District 2016 CFP

Tax Payment Credit Calculation:

Average MFR Assessed Value	\$115,893
Current Capital Levy Rate/\$1000	\$2.13
Annual Tax Payment	\$246.85
Years Amortized	10
Current Bond Interest Rate	3.27%

Present Value of Revenue Stream	\$2,077
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Impact Fee Summary - Multi-Family Dwelling Unit:

Site Acquisition Cost	\$0
Permanent Facility Cost	\$5,220
Temporary Facility Cost	\$0
State SCFA Credit	(\$1,069)
Tax Payment Credit	(\$2,077)

Unfunded Need	\$2,074
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50% Required Adjustment	\$1,037
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Multi-Family Impact Fee	\$1,037
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**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' 2016 – 2021 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, AND REPEALING ORDINANCE NO. 2976.**

**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 September 15, 2015 that included a policy commitment to consider the adoption of a GMA-based school impact fee program (Policy SC-6); and

**WHEREAS**, on December 8, 2014 the Marysville City Council approved Ordinance No. 2976, adopting an update to the Comprehensive Plan that adopted the Marysville, Lake Stevens and Lakewood School Districts' 2014 – 2019 Capital Facilities Plans as a subelement to the City Comprehensive Plan; and

**WHEREAS**, City staff has reviewed the respective 2016 – 2021 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 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, after review of the proposed Comprehensive Plan amendment, held a public workshop on October 11, 2016, and held a public hearing on November 9, 2016, 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 December 12, 2016 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’ 2016 – 2021 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 2016 – 2021, the Lake Stevens School District Capital Facilities Plan 2016 – 2021, and the Lakewood School District Capital Facilities Plan 2016 – 2021 (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. 2976.

**Section 2:** Ordinance No. 2976 is hereby repealed for the reason that it is replaced by this Ordinance.

**Section 3:** Schedule of fees. The Department of Community Development is hereby directed to utilize the Plans adopted by this Ordinance to develop a schedule of school impact fees, calculated and adjusted by the provisions of MMC 22D.040.050 *School impact fee*.

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

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF MARYSVILLE

By: \_\_\_\_\_  
JON NEHRING, MAYOR

Attest:

By: \_\_\_\_\_  
APRIL O’BRIEN, DEPUTY CITY CLERK

Approved as to form:

By: \_\_\_\_\_  
JON WALKER, CITY ATTORNEY

Date of Publication: \_\_\_\_\_

Effective Date: \_\_\_\_\_  
(5 days after publication)

*Update*  
*Index #18*

## CITY OF MARYSVILLE AGENDA BILL

### EXECUTIVE SUMMARY FOR ACTION

**CITY COUNCIL MEETING DATE: 12/12/2016**

<b>AGENDA ITEM:</b>	
AN ORDINANCE OF THE CITY OF MARYSVILLE AMENDING THE 2015-2016 (2016 PORTION) BIENNIAL BUDGET AND PROVIDING FOR THE INCREASE OF CERTAIN EXPENDITURE ITEMS AS BUDGETED FOR IN ORDINANCE NO. 2972	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
DENISE GRITTON	
<b>DEPARTMENT:</b>	
FINANCE	
<b>ATTACHMENTS:</b>	
ORDINANCE	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
VARIOUS	\$10,739,160
<b>SUMMARY:</b>	

Since the adoption for the 2015-2016 Biennial budget there have been several activities that have occurred to warrant amending the budget. RCW 35.33.07 requires the adoption for a balanced budget which also sets the expenditure authority for the city by the City Council. City Council adopts the expenditure authority at the fund level. From time to time there may be activities that during the budget planning were unable to forecast.

In the General fund additional budget authority for the addition of the 2016 JAG grant award for the Police Department.

In the LTGO Debt Service fund additional budget to record the transactions associated with the refunding of the 2007A bond issue.

In the LID71 fund additional budget authority for the higher than budgeted call on outstanding bonds.

In the Street Construction fund budget authority for the Grove Street Pedestrian & Bike Lane, Marshall Elementary Safe Route and Sunnyside Safe Routes projects. In addition, budget authority for property purchases associated with the State Ave 100<sup>th</sup> to 116<sup>th</sup> project and the First Street bypass project.

In the Park Construction fund budget authority for a property purchase associated with the Centennial Trail.

In the Waterworks Utility Construction fund budget authority for the WWTP Biosolid Removal and a property purchase.

In the Golf Course fund budget authority for increased utility costs, cart lease payment, repairs on the Christmas train, insurance expenses, cost of goods sold associated with increased merchandise sales, storm damage repairs and salary and benefit costs.

**RECOMMENDED ACTION:**

Staff recommends the Council consider approval of the recommended ordinance amending the 2015-2016 (2016 portion) biennial budget and providing for the increase of certain expenditure items as budgeted for in Ordinance 2972.

CITY OF MARYSVILLE  
Marysville, Washington

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF MARYSVILLE AMENDING THE  
2015-2016 (2016 PORTION) BIENNIAL BUDGET AND PROVIDING  
FOR THE INCREASE OF CERTAIN EXPENDITURE ITEMS AS  
BUDGETED FOR IN ORDINANCE NO. 2972.

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

Section 1. Since the adoption of the 2015-2016 budget by the City Council on November 10, 2014, it has been determined that the interests of the residents of the City of Marysville may best be served by the increase of certain expenditures in the 2016 budget. The following funds as referenced in Ordinance No. 2972 are hereby amended to read as follows:

Fund Title	Fund No.	Description	Current Budget	Amended Budget	Amount of Inc/(Dec)
General Fund	001	Beginning Fund Balance	\$ 6,635,135	\$ 6,635,135	\$ -
General Fund	001	Revenue	46,056,586	46,069,542	12,956
General Fund	001	Expenditures	46,524,201	46,537,157	12,956
General Fund	001	Ending Fund Balance	6,167,520	6,167,520	-
LTGO Debt Service	206	Beginning Fund Balance	23,714	23,714	-
LTGO Debt Service	206	Revenue	2,290,089	7,518,501	5,228,412
LTGO Debt Service	206	Expenditures	2,291,589	7,520,001	5,228,412
LTGO Debt Service	206	Ending Fund Balance	22,214	22,214	-
LID71	271	Beginning Fund Balance	53,018	106,064	53,046
LID71	271	Revenue	1,000,000	1,000,000	-
LID71	271	Expenditures	1,005,300	1,058,346	53,046
LID71	271	Ending Fund Balance	47,718	47,718	-
Street Construction	305	Beginning Fund Balance	38,348	1,198,762	1,160,414
Street Construction	305	Revenue	4,154,104	4,554,104	400,000
Street Construction	305	Expenditures	2,810,768	4,761,734	1,950,966
Street Construction	305	Ending Fund Balance	1,381,684	991,132	(390,552)
Park Construction	310	Beginning Fund Balance	324,727	324,727	-
Park Construction	310	Revenue	657,870	875,454	217,584
Park Construction	310	Expenditures	764,275	981,859	217,584
Park Construction	310	Ending Fund Balance	218,322	218,322	-
Waterworks Utility Construction	402	Beginning Fund Balance	5,203,703	7,068,232	1,864,529
Waterworks Utility Construction	402	Revenue	3,510,000	4,770,191	1,260,191
Waterworks Utility Construction	402	Expenditures	8,301,436	11,508,324	3,206,888
Waterworks Utility Construction	402	Ending Fund Balance	412,267	330,099	(82,168)
Golf Course	420	Beginning Fund Balance	-	-	-
Golf Course	420	Revenue	1,278,551	1,400,905	122,354
Golf Course	420	Expenditures	1,278,551	1,400,905	122,354
Golf Course	420	Ending Fund Balance	-	-	-

The detail concerning the above – referenced amendments are attached hereto as Exhibit “A”.

Section 2. Except as provided herein, all other provisions of Ordinance No. 2972 shall remain in full force and effect, unchanged.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF MARYSVILLE

By \_\_\_\_\_  
MAYOR

ATTEST:

By \_\_\_\_\_  
DEPUTY CITY CLERK

Approved as to form:

By \_\_\_\_\_  
CITY ATTORNEY

Date of Publication: \_\_\_\_\_

Effective Date (5 days after publication): \_\_\_\_\_

## EXHIBIT A – 2016 Amendment Account Detail

Description	Beg Fund Balance/ Revenue Adj	Appropriation Adjustment	Ending Fund Balance Adjustment
<b>General Fund</b>			
Police - 2016 JAG Grant	12,956	12,956	-
<b>Total General Fund</b>	<b>12,956</b>	<b>12,956</b>	<b>-</b>
<b>LTGO Debt Service - Fund 206</b>			
To record the transactions for refunding of the 2007A LTGO bond issue	5,228,412	5,228,412	-
<b>Total LTGO Debt Service</b>	<b>5,228,412</b>	<b>5,228,412</b>	<b>-</b>
<b>LID71 - Fund 271</b>			
Bond call exceeded original budget	53,046	53,046	-
<b>Total LID71</b>	<b>53,046</b>	<b>53,046</b>	<b>-</b>
<b>Street Construction - Fund 305</b>			
Grove Street Pedestrian & Bike Lane	-	508,654	(508,654)
Marshall Elementary Safe Route	-	100,000	(100,000)
Sunnyside Safe Routes	-	200,000	(200,000)
First Street Bypass property purchases	-	661,045	(661,045)
Property Purchase on State Ave 100th to 116th project	-	481,267	(481,267)
Adjustment to beginning cash balance	1,160,414	-	1,160,414
Grant awards	400,000	-	400,000
<b>Total Street Construction</b>	<b>1,560,414</b>	<b>1,950,966</b>	<b>(390,552)</b>
<b>Parks Construction - Fund 310</b>			
Centennial Trail property purchase	217,584	217,584	-
<b>Total Parks Construction</b>	<b>217,584</b>	<b>217,584</b>	<b>-</b>
<b>Waterworks Utility Construction - Fund 402</b>			
WWTP Biosolid Removal	-	2,206,888	(2,206,888)
Property Purchase	-	1,000,000	(1,000,000)
Surface Water Pond Recovery	470,412	-	470,412
Capital Improvement Fees & City Recovery	789,779	-	789,779
Adjust beginning fund balance to actual	1,864,529	-	1,864,529
<b>Total Waterworks Utility Construction</b>	<b>3,124,720</b>	<b>3,206,888</b>	<b>(82,168)</b>
<b>Golf Course - Fund 420</b>			
Golf Course utilities	-	48,550	(48,550)
Rental equipment - cart leases	-	23,770	(23,770)
WCIA annual insurance payment	-	1,629	(1,629)
Christmas train repairs	-	4,200	(4,200)
Cost of goods sold associated with merchandise purchases and sales	-	26,348	(26,348)
Salary & Benefits running higher than budgeted	-	14,857	(14,857)
November 2015 storm damage repairs	3,000	3,000	-
Green Fees	94,437	-	94,437
Motorized Carts	5,629	-	5,629
Sale of Merchandise	15,088	-	15,088
Operating Transfer	4,200	-	4,200
<b>Total Golf Course</b>	<b>122,354</b>	<b>122,354</b>	<b>-</b>
<b>GRAND TOTAL</b>	<b>10,266,440</b>	<b>10,739,160</b>	<b>(472,720)</b>

*Update*  
*Index #19*

CITY OF MARYSVILLE  
Marysville, Washington

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF MARYSVILLE AMENDING THE 2017-2018 BIENNIAL BUDGET AND PROVIDING FOR THE ADDITION TO THE PAY CLASSIFICATION, GRADES, AND RANGES AS BUDGETED FOR IN ORDINANCE NO. 3042.

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

Section 1. Since the adoption of the 2017-2018 budget by the City Council on November 28, 2016, it has been determined that the interests of the residents of the City of Marysville may best be served by the addition to the pay classification, grades, and ranges in the 2017-2018 budget.

In accordance with MMC 2.50.030, the 2017-2018 biennial budget hereby directs that City employees shall be compensated in accordance with the established pay classification and grades or ranges attached hereto and contained the Appendix A. The following pay grids are hereby added to read as follows:

Section 2. Except as provided herein, all other provisions of Ordinance No. 3042 shall remain in full force and effect, unchanged.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF MARYSVILLE

By \_\_\_\_\_  
MAYOR

ATTEST:

By \_\_\_\_\_  
DEPUTY CITY CLERK

Approved as to form:

By \_\_\_\_\_  
CITY ATTORNEY

Date of Publication: \_\_\_\_\_

Effective Date (5 days after publication): \_\_\_\_\_

## Appendix A

## Pay Classification with Grades/Ranges

**CITY OF MARYSVILLE  
DIRECTOR PAY GRID - 2017**

2.5% increase

PAY CODE	TITLE	MONTHLY PAY RANGE	
D-1	POLICE CHIEF & PUBLIC WORKS DIRECTOR	10,314	13,878
D-2	FINANCE DIRECTOR COMMUNITY DEVELOPMENT DIRECTOR PARKS & RECREATION DIRECTOR CITY ATTORNEY	9,773	13,364
D-3	HUMAN RESOURCES DIRECTOR	9,502	12,849

rev: 11/9/16

**CITY OF MARYSVILLE  
MANAGEMENT PAY GRID 2017**

2.5% increase

PAY CODE	TITLE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5
M1		5,177	5,461	5,762	6,078	6,414	6,766
M2	Community Center Manager, Assistant Court Administrator	5,432	5,732	6,047	6,380	6,731	7,101
M3	PW Administrative Services Manager	5,708	6,021	6,352	6,702	7,069	7,460
M4	Waste Water Treatment Plant Supervisor	5,992	6,322	6,669	7,036	7,424	7,832
M5	Park Maint Manager, Prosecutor	6,292	6,638	7,003	7,389	7,795	8,223
M6	Project Manager I	6,607	6,970	7,354	7,758	8,185	8,635
M7	Building Official, Traffic Engineer, Fleet/Facility Maintenance Manager, Assistant Director of Parks, Culture and Recreation	6,938	7,319	7,721	8,145	8,594	9,067
M8	Assistant City Engineer, IS Manager, PW Operations Manager, Court Administrator, Financial Planning Manager, Financial Operations Manager, Planning Manager - Land Use, Water Resources Manager, Streets/Solid Waste Manager	7,284	7,686	8,107	8,554	9,023	9,520
M9	Engineering Services Manager - Land Development	7,649	8,069	8,513	8,980	9,476	9,995
M10	Assistant Finance Director, City Engineer, PW Superintendent, Deputy City Attorney	8,031	8,473	8,938	9,429	9,948	10,495
M11	Police Lieutenant	8,432	8,895	9,385	9,902	10,445	11,021
M12	Police Commander, Assistant Public Works Director	8,853	9,341	9,854	10,396	10,967	11,571
M13	Assistant Police Chief	9,296	9,808	10,347	10,916	11,515	12,150

**CITY OF MARYSVILLE  
NON-REPRESENTED PAY GRID  
2017**

2.5% increase

PAY CODE	TITLE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
N1		3,671	3,855	4,048	4,251	4,463	4,686	4,921
N2	Confidential Administrative Assistant	3,855	4,048	4,251	4,463	4,686	4,921	5,166
N3	Computer Support Tech I	4,048	4,251	4,463	4,686	4,921	5,166	5,425
N4	Planning Assistant	4,251	4,463	4,686	4,921	5,166	5,425	5,695
N5	Deputy City Clerk	4,463	4,686	4,921	5,166	5,425	5,695	5,980
N6	Engineering Project Aide, Probation Officer, Police/Legal Confidential Administrative Assistant, HR Specialist I	4,686	4,921	5,166	5,425	5,695	5,980	6,280
N7	Engineering Tech, Associate Planner, Development Services Tech., Code Enforcement Officer, Bldg Inspector, HR Specialist II, Executive Assistant/Analyst, Surface Water Specialist, Surface Water Inspector, Construction Inspector, Safety/Training Officer	4,921	5,166	5,425	5,695	5,980	6,280	6,593
N8	Athletic Coordinator, Recreation Coordinator, Electrical Inspector, Sr. Construction Inspector	5,166	5,425	5,695	5,980	6,280	6,593	6,924
N9	Financial Analyst, HR Analyst, Computer Network Administrator, GIS Analyst, Plan Exam/Senior Bldg Inspector, Crime Analyst, Information Systems Analyst, NPDES Coordinator, Executive Program Analyst	5,425	5,695	5,980	6,280	6,593	6,924	7,269
N10	Assoc Engineer III/CD, GIS Administrator, SCADA/Telemetry Administrator, Project Engineer, Communications Officer, Surface Water Administrator	5,695	5,980	6,280	6,593	6,924	7,269	7,633
N11	Senior Planner, Risk/Emergency Management Officer	5,980	6,280	6,593	6,924	7,269	7,633	8,014

rev: 11/9/16

**CITY OF MARYSVILLE  
TEAMSTERS PAY GRID  
2017**

2% increase

Job Classification	PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Program Clerk	2	3,442	3,583	3,730	3,881	4,043	4,208	4,372
Procurement & Distribution Asst/Program Asst	3	3,858	4,015	4,184	4,354	4,533	4,717	4,901
Program Specialist	5	3,910	4,071	4,239	4,412	4,594	4,781	4,965
Accounting Technician	6	3,938	4,102	4,269	4,444	4,630	4,817	5,002
Maintenance Worker I	6-1	3,920	4,083	4,250	4,424	4,607	4,795	4,978
Property/Evidence Specialist	7	4,076	4,243	4,416	4,596	4,785	4,982	5,175
Meter Reader/Repair	8	4,564	4,750	4,943	5,150	5,358	5,580	5,795
Administrative Secretary	9	4,083	4,251	4,424	4,606	4,794	4,992	5,185
Senior Accounting Technician	10	4,440	4,622	4,813	5,007	5,210	5,428	5,638
Program Lead	11	4,286	4,464	4,645	4,836	5,034	5,240	5,441
Traffic Control Systems Tech	14	4,744	4,940	5,143	5,352	5,571	5,800	6,026
Facilities/Maintenance Worker II	16-1	4,564	4,750	4,943	5,150	5,358	5,580	5,795
WWTP Maint Technician I	17	4,628	4,822	5,017	5,222	5,436	5,659	5,877
Wtr Qual Splst/Cross Connect Cntrl Splst	18	4,809	5,005	5,211	5,425	5,646	5,879	6,107
Lead Worker I	20	4,877	5,081	5,287	5,504	5,731	5,966	6,198
Equipment Mechanic	21	4,857	5,052	5,258	5,476	5,700	5,931	6,162
WWTP Operator	22	5,056	5,264	5,481	5,706	5,940	6,183	6,422
WWTP Maint Technician II	23	5,080	5,287	5,504	5,729	5,966	6,208	6,450
Lead Worker II	24	5,278	5,495	5,720	5,954	6,199	6,454	6,705
Water Quality/WWTP Lead	25	5,459	5,682	5,915	6,156	6,409	6,672	6,931
Sr Traffic Control Systems Tech	26	5,571	5,800	6,037	6,285	6,543	6,813	7,074

Rev. 11/9/16

**CITY OF MARYSVILLE**  
**2017**  
**MPOA - (CUSTODY OFFICER, CORPORAL & COMMUNITY SERVICE OFFICER)**  
**Pay Grid**

2.5% increase

PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Community Service Officer	4,371	4,550	4,736	4,930	5,133	5,343	5,551
Custody Sergeant	6,071	6,251					
Custody Corporal	5,804	5,972					
Custody Officer	4,481	4,672	4,836	5,005	5,202	5,420	5,581

Rev: 11/9/16

**CITY OF MARYSVILLE**  
**2017**  
**MPOA - (OFFICERS & SERGEANTS)**  
**Pay Grid**

2.5% increase

PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5
Police Officers	5,497	5,707	5,912	6,234	6,593	6,855
Police Sergeant	7,750	8,089				
Entry Police	4,947					

Rev: 11/9/16

*Update*  
*Index #22*

**CITY OF MARYSVILLE AGENDA BILL  
EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 12/12/16**

<b>AGENDA ITEM:</b>	
Special Counsel Agreement with Summit Law	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Gloria Hirashima, Chief Administrative Officer	
<b>DEPARTMENT:</b>	
Executive Department	
<b>ATTACHMENTS:</b>	
1. Special Counsel Agreement	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
00100110.541000	
<b>SUMMARY:</b>	

The proposed agreement would continue special counsel services for legal support services (labor negotiations, personnel/labor investigations and grievances) with Summit Law. Summit Law specializes in public sector employment law.

<p><b>RECOMMENDED ACTION:</b> Approve the special counsel services agreement for 2017.</p>
--

## AGREEMENT FOR SPECIAL COUNSEL LEGAL SERVICES

THIS AGREEMENT (hereinafter "Agreement") is entered into the date last below written between the City of Marysville, Washington, a municipal corporation (hereinafter the "City"), and Summit Law Group (hereinafter the "Summit Law Group").

WHEREAS, the City desires to use Summit Law Group for Special Counsel services on an as-needed basis, and Summit Law Group is willing to do so in accordance with terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, it is agreed by and between the City and Summit Law Group as follows:

### I. Legal Services.

A. Summit Law Group will provide the City with legal services related to personnel and labor negotiation and related matters as requested by the City.

B. Summit Law Group will use its best efforts to perform the City's legal matters promptly and efficiently according to the highest legal and ethical standards.

### II. Fees.

A. The City shall pay Summit Law Group, as sole compensation for the services performed under this Agreement, such sums of money as are arrived at by computing the actual number of hours expended in the performance of this Agreement and multiplying such total hours by the hourly rates shown in Attachment A.

B. The City shall reimburse Summit Law Group for out-of-pocket expenses that are not normally included within the fee for professional services, including copying charges by third party vendors and messenger services. Summit Law Group will not charge for long distance telephone calls or copying performed in-house.

C. Summit Law Group should submit billings by the 15<sup>th</sup> day of each month. The billing statements shall reflect services rendered in increments of one-tenth of an hour. The billing statements shall state for each date services were performed a brief summary of the services provided, the timekeepers who provided the services, the number of hours, or fractions of hours, spent and expenses and disbursements in detail.

D. Bruce Schroeder will have overall responsibility for Summit Law Group under this Agreement.

E. Summit Law Group and the assigned attorney have been retained because of their expertise. The City should not be billed for general legal or technical research necessary to educate staff or less experienced attorneys in the firm without advance City approval. The

City shall not be billed for time spent in preparing or reviewing the firm's billings to the City or in internal firm quality control procedures. Summit Law Group will keep the City fully informed of time used for conferences, telephone calls, drafting documents, research, court time, and necessary travel time.

F. The City shall make payment when it is fully satisfied with the services performed for the previous month. Payments shall be made through the City's ordinary payment process and shall be considered timely if made within thirty (30) calendar days of actual receipt of a properly completed billing. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly billed.

### III. Interaction with City.

A. Summit Law Group will keep the City well informed of the legal matters it handles on the City's behalf. Summit Law Group will send the City copies of all material papers coming in or going out of its offices to or from third parties. Summit Law Group, at such times and in such form as the Chief Administrative Officer may require, shall furnish the City with periodic reports pertaining to the work and services undertaken pursuant to this Agreement. The City's files at Summit Law Group and its progress shall be open to the City for inspection at any time, and the City's files shall be the property of the City.

B. The Chief Administrative Officer should be given advance notice of any significant decisions in order to be able to participate fully in making such decisions.

### IV. Independent Contractor Status.

A. Summit Law Group shall serve as an attorney for the City and shall at all times perform its duties and responsibilities and carry out all services as an independent contractor.

B. Summit Law Group, at its sole expense, shall obtain and keep in force any and all necessary licenses, permits and tax certificates. Summit Law Group shall maintain all necessary insurance to protect it from losses and claims which may arise out of or from performance of duties related to this Agreement, including Worker's Compensation and professional liability insurance.

C. Summit Law Group shall be solely responsible for compensating its employees and for paying all related taxes, deductions, and assessments, including but not limited to, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed such a tax or assessment as a result of this Agreement, Summit Law Group shall pay the same before it becomes due.

### V. Suspension or Termination.

The City may suspend or terminate the performance of services under this Agreement by written notice to Summit Law Group, in whole, or from time to time in part, at the City's discretion. Upon termination, the City will pay Summit Law Group for all outstanding work completed prior to termination, together with any agreed reasonable services necessary to complete any work outstanding at the time of termination which the City requests be completed prior to termination.

#### VI. Nondiscrimination.

A. Summit Law Group shall, in all hiring or employment made possible or resulting from this Agreement, take affirmative action to ensure that there shall be no unlawful discrimination against any employee or applicant for employment because of sex, race, age, color, creed, national origin, marital status or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

B. No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or the presence of any sensory, mental or physical handicap.

#### VII. Hold Harmless/Indemnification.

A. Summit Law Group agrees to protect, defend, indemnify, and hold harmless the City, its elected officials, officers, employees and agents from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including reasonable attorneys' fees and disbursements) caused by or occurring by reason of any negligent act, error and/or omission of Summit Law Group, its officers, employees, and/or agents, arising out of or in connection with the performance or non-performance of the services, duties, and obligations required of Summit Law Group under this Agreement.

B. In the event that both Summit Law Group and the City are both negligent, then Summit Law Group's liability for indemnification of the City shall be limited to the contributory negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees and disbursements) that can be apportioned to Summit Law Group, its officers, employees, and agents.

C. Nothing contained in this Section or this Agreement shall be construed to create a liability or a right of indemnification in any third party.

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

#### VIII. Insurance.

a. **Minimum Limits of Insurance.** Summit Law Group 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. Summit Law Group shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Summit Law Group, its agents, representatives or employees. Said certificates shall name the City, its officers, agents, employees and elected officials, as an additional named insured with respect to all coverages except professional liability insurance and L & I. 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; \$2,000,000 general aggregate. Commercial General Liability insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under Summit Law Group's Commercial General Liability insurance policy with respect to the work performed for the City.

(2) Automobile Liability. \$300,000 combined single limit per accident for bodily injury and property damage; Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on ISO form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

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

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

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

c. **Verification of Coverage.** In signing this Agreement, Summit Law Group is acknowledging and representing that required insurance is active and current.

d. **Primary Insurance.** Summit Law Group's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of Summit Law Group's insurance and shall not contribute with it.

e. **No Limitation.** Summit Law Group's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of Summit Law Group to the coverage provided by such insurance or otherwise limit the recourse to any remedy available at law or in equity.

f. **Occurrence Basis.** Unless approved by the City, all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy.

IX. Conflict of Interest.

Summit Law Group agrees not to perform professional services for other clients where a conflict of interest or ethical violation as defined in the Rules of Professional Conduct for attorneys may exist, except as otherwise agreed to in writing by the City.

X. Compliance with Law.

Summit Law Group agrees to perform all services under and pursuant to this Agreement in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local, or otherwise.

XI. Severability.

If any portion of this Agreement is changed per mutual agreement or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.

XII. Non-Waiver.

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

XIII. Extent of Agreement/Modification.

This Agreement, together with all attachments and addenda, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties hereto.

XIV. Notice.

Notice pursuant to this Agreement shall be given in writing to Bruce Schroeder Summit Law Group, LLP, 315 Fifth Avenue South, Suite 1000, Seattle, WA 98104 at Summit Law Group and to Gloria Hirashima, CAO, City of Marysville, City Hall 1049 State Avenue, Marysville, Washington 98270, or at such other persons and/or addresses as the Summit Law Group and/or the City may designate.

XV. Governing Law.

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

XVI. Venue.

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

XVII. Counterparts.

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

XVIII. Time of Performance.

This Agreement shall commence on January 1, 2017 and end December 31, 2017. Extension of the services contract will be by written agreement, signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

SUMMIT LAW GROUP, LLP

CITY OF MARYSVILLE

By: \_\_\_\_\_  
Bruce Schroeder

By: \_\_\_\_\_  
Jon Nehring, Mayor

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

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

## Attachment A

### Summit Law Group PLLC Labor and Employment Group 2017 Rates

	2016			2017		
Attorney/Staff	Standard	National	Public	Standard	National	Public
Bruce Schroeder	420	430	310	430	440	320
Otto Klein	440	450	310	450	460	320
Rodney Younker	415	425	305	425	445	315
Shannon Phillips	400	390	285	385	400	295
Beth Kennar	375	390	285	385	400	295
Kristin Anger	375	390	285	385	400	295
Sofia Mabee	350	365	285	370	390	295
Mike Bolasina	360	380	285	370	390	295
Dan Swedlow	360	380	280	370	390	290
M. Quinn Oppenheim	315	365	265	325	375	275
Lisa Herb	315	325	250	325	335	275
Peter Altman	300	315	245	310	325	255
Sarah Hale	290	305	235	300	325	250
Kristen Oxwang	185	205	185	195	215	195
Donna Murbach	140	140	140	160	170	150
Linda Swanson	150	160	140	160	170	150
Kim Welsh	125	125	125	135	135	135
Karla Struck	125	125	125	135	135	135
Tiffany Armstrong	125	125	125	135	135	135

*Update*  
*Index # 23*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 12/12/16**

<b>AGENDA ITEM:</b> Professional Services Agreement between City of Marysville and Strategies 360 for Consultant Services	
<b>PREPARED BY:</b> Gloria Hirashima, Chief Administrative Officer	<b>DIRECTOR APPROVAL:</b>
<b>DEPARTMENT:</b> Executive	
<b>ATTACHMENTS:</b> 1. Professional Services Agreement	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>

**SUMMARY:**

The proposed agreement establishes a professional services agreement for lobbying services for Strategies 360 Inc. to provide general government lobbyist services. The scope of services is attached as Exhibit A. Strategies 360 has provided general lobbying services for the city since 2007.

<b>RECOMMENDED ACTION:</b>
Approve proposed professional services agreement.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND STRATEGIES 360, INC.**

**THIS AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Marysville, a Washington State municipal corporation (“City”), and Strategies 360, Inc., a corporation, limited liability Washington corporation, organized under the laws of the state of Washington, located and doing business at 1505 Westlake Ave N, Suite 1000, Seattle, WA 98109 (“Consultant”).

In consideration of the terms, conditions, covenants, and performances contained herein, the parties hereto agree as follows:

- 1. SCOPE OF SERVICES.** The Consultant shall provide the work and services described in the attached Exhibit A, incorporated herein by this reference (the “Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.
- 2. TERM.** The term of this Agreement shall commence on January 1, 2017 and shall terminate at midnight on December 31, 2017. The parties may extend the term of this Agreement by executing a written supplemental amendment.
- 3. COMPENSATION.** The Consultant shall be paid by the City for Services rendered under this Agreement as described in Exhibit A and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$12500 per month for January through April (2017 Regular Legislative Session) and \$3500 per month May through December (out of session rate) plus expenses (**\$78,000 plus expenses**) within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City. Such payment shall be full compensation for the Services and for all labor, materials, supplies, equipment, incidentals, and any other expenses necessary for completion.

The Consultant shall submit a monthly invoice to the City for Services performed in the previous calendar month in a format acceptable to the City. The Consultant shall maintain time and expense records and provide them to the City upon request.

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

**4. CONSULTANT’S OBLIGATIONS.**

- 4.1 MINOR CHANGES IN SCOPE.** The Consultant agrees to accept minor changes,

amendments, or revisions to the scope of the Services, as may be required by the City, when such changes, amendments, or revisions will not have any impact on the cost of the Services or the proposed delivery schedule.

**4.2 ADDITIONAL WORK.** The City may desire to have the Consultant perform additional work or services which are not identified in the scope of the Services. If the parties agree to the performance of additional work or services, the parties will execute a written supplemental amendment detailing the additional work or services and compensation therefore. In no event will the Consultant be compensated for preparing proposals for additional work or services. In no event shall the Consultant begin work contemplated under a supplemental amendment until the supplemental amendment is fully executed by the parties.

**4.3 WORK PRODUCT AND DOCUMENTS.** The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the Services shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the Services, the work product, and all documents produced under this Agreement, even though the Services have been accepted by the City.

In the event that the Consultant defaults on this Agreement or in the event that this Agreement is terminated prior to the completion of the Services or the time for completion, all work product and all documents and other materials produced under this Agreement, along with a summary of work as of the date of default or termination, shall become the property of the City. The summary of Services provided shall be prepared at no additional cost to the City. Upon request, the Consultant shall tender the work product, all documents, and the summary to the City within five (5) business days. Tender of said work product shall be a prerequisite to final payment under this Agreement.

The Consultant will not be held liable for reuse of work product or documents produced under this Agreement or modification of the work product or documents for any purpose other than those identified in this Agreement without the written authorization of the Consultant.

**4.4 PUBLIC RECORDS ACT.** Consultant acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "PRA"). All records owned, used, or retained by the City are public records subject to disclosure unless exempt under the PRA, whether or not the records are in the possession or control of the City or Consultant. All exemptions to the PRA are narrowly construed.

a. **Confidential Information.** Any records provided to the City by the Consultant which contain information that the Consultant in good faith believes is not subject to disclosure under the PRA shall be marked "Confidential" and shall identify the specific information that the Consultant in good faith believes is not subject to disclosure under the PRA and a citation to the statutory basis for non-disclosure.

b. **Responding to Public Records Requests.** The City shall exercise its sole legal judgment in responding to public records requests.

- (1) The City may rely upon the lack of notification from the Consultant in releasing any records that are not marked “Confidential.”
- (2) If records identified as “Confidential” by the Consultant are responsive to a PRA request, the City will seek to provide notice to Consultant at least ten (10) business days before the date on which the City anticipates releasing records. The City is under no obligation to assert any applicable exemption on behalf of the Consultant. The Consultant may seek, at its sole cost, an injunction preventing the release of information which it believes is protected. In no event will the City have any liability to Consultant for any failure of the City to provide notice prior to release.
- (3) If the City, in its sole legal judgment, believes that the Consultant possesses records that (1) are responsive to a PRA request and (2) were used by the City, the City will request the records from the Consultant. The Consultant will, within ten (10) business days:
  - i. Provide the records to the City in the manner requested by the City;
  - ii. Obtain a court injunction, in a lawsuit involving the requester, covering all, or any confidential portion of, the records and provide any records not subject to the court injunction; or
  - iii. Provide an affidavit, in a form acceptable to the City Attorney, specifying that the Consultant has made a diligent search and did not locate any requested documents.

c. **Indemnification.** In addition to its other indemnification and defense obligations under this Agreement, the Consultant shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorneys fees and litigation expenses), suits, judgments, or damages (collectively “Damages”) arising from or relating to any request for records related to this Agreement, to the extent such Damages are caused by action or inaction of the Consultant. This indemnification and defense obligation shall survive the expiration or termination of this Agreement.

**4.5 MAINTENANCE/INSPECTION OF RECORDS.** The Consultant shall maintain all books, records, documents, and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit.

Representatives of the City and/or the Washington State Auditor may copy such books, accounts, and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

#### 4.6 INDEMNITY.

a. **Indemnification and Hold Harmless.** The Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or resulting from the acts, errors, or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

c. The provisions of this Section 4.6 shall survive the expiration or termination of this Agreement.

d. The Consultant hereby knowingly, intentionally, and voluntarily waives the immunity of the Industrial Insurance Act, Title 51 RCW, solely for the purposes of the indemnity contained in subpart "a" of this Section 4.6. This waiver has been mutually negotiated by the parties.

\_\_\_\_\_(initials) \_\_\_\_\_(initials)

#### 4.7 INSURANCE.

a. **Insurance Term.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Services hereunder by the Consultant, its agents, representatives, or employees.

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

c. **Minimum Scope of Insurance.** Consultant shall obtain insurance of the types and coverage described below:

- (1) Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
- (2) Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the Services performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
- (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4) Professional Liability insurance appropriate to the Consultant's profession.

d. **Minimum Amounts of Insurance.** Consultant shall maintain the following insurance limits:

- (1) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- (2) Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- (3) Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

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

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

g. **Verification of Coverage.** The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the Services.

h. **Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation within two business days of the Consultant's receipt of such notice.

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

j. **Insurance to be Occurrence Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy.

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

**4.8 LEGAL RELATIONS.** The Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the Services to be performed under this Agreement. The Consultant represents that it and all employees assigned to perform any of the Services under this Agreement are in full compliance with the statutes of the State of Washington governing the Services and that all personnel to be assigned to the Services are fully qualified and properly licensed to perform the work to which they will be assigned.

#### **4.9 INDEPENDENT CONTRACTOR.**

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants, and agrees that the Consultant's status as an independent contractor in the performance of the Services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the Services required under this Agreement. The Consultant shall not make

a claim of City employment and shall not claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work to the Services that the Consultant performs under this Agreement.

d. Prior to commencement of Services, the Consultant shall obtain a business license from the City.

#### **4.10 EMPLOYMENT.**

a. The term “employee” or “employees” as used herein shall mean any officers, agents, or employee of the Consultant.

b. Any and all employees of the Consultant, while performing any Services under this Agreement, shall be considered employees of the Consultant only and not of the City. The Consultant shall be solely liable for: (1) and any and all claims that may or might arise under the Workman’s Compensation Act, Title 51 RCW, on behalf of any said employees while performing any Services under this Agreement, and (2) any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while performing any Services under this Agreement.

c. The Consultant represents, unless otherwise indicated below, that all employees of the Consultant that will perform any Services under this Agreement have never been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please use initials to indicate No or Yes below.)*

\_\_\_\_\_ No, employees performing the Services have never been retired from a Washington state retirement system.

\_\_\_\_\_ Yes, employees performing the Services have been retired from a Washington state retirement system.

In the event the Consultant checks “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, the Consultant hereby agrees to save, indemnify, defend and hold the City harmless from and against all expenses and costs, including reasonable attorney fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event the Consultant checks “yes” and affirms that an employee providing work has ever retired from a Washington State retirement system, every said employee shall be identified by the Consultant and such retirees shall provide the City with all information required by the City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

**4.11 NONASSIGNABLE.** Except as provided in Exhibit B, the Services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

**4.12 SUBCONTRACTORS AND SUBCONSULTANTS.**

a. The Consultant is responsible for all work or services performed by subcontractors or subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors or subconsultants the Consultant directly hires meet the responsibility criteria for the Services. Verification that a subcontractor or subconsultant has proper license and bonding, if required by statute, must be included in the verification process. If the parties anticipate the use of subcontractors or subconsultants, the subcontractors or subconsultants are set forth in Exhibit B.

c. The Consultant may not substitute or add subcontractors or subconsultants without the written approval of the City.

d. All subcontractors or subconsultants shall have the same insurance coverage and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

**4.13 CONFLICTS OF INTEREST.** The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant’s client base and shall obtain written permission from the City prior to providing services to third parties when a conflict or potential conflict of interest exists. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

**4.14 CITY CONFIDENCES.** The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate, or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or the Services provided to the City.

**4.15 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION.** The Consultant agrees to comply with equal opportunity employment and not to discriminate against any client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age, or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training; or rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth its nondiscrimination obligations. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

**4.16 UNFAIR EMPLOYMENT PRACTICES.** During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

**5. CITY APPROVAL REQUIRED.** Notwithstanding the Consultant's status as an independent contractor, the Services performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if the Services have been completed in compliance with the Scope of Services and City requirements.

**6. GENERAL TERMS.**

**6.1 NOTICES.** Receipt of any notice shall be deemed effective three (3) calendar days after deposit of written notice in the U.S. mail with proper postage and address.

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

**CITY OF MARYSVILLE**  
 Gloria Hirashima, Chief Administrative Officer  
 1049 State Avenue  
 Marysville, WA 98270

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

**STRATEGIES 360, INC.**  
 C/O Ron Dotzauer  
 1505 Westlake Ave N, Suite 1000  
 Seattle, WA 98109

**6.2 TERMINATION.** The City may terminate this Agreement in whole or in part at any time by sending written notice to the Consultant. As per Section 6.1, the Consultant is deemed to have received the termination notice three (3) calendar days after deposit of the termination notice in the U.S. mail with proper postage and address. The termination notice is deemed effective seven (7) calendar days after it is deemed received by the Consultant.

If this Agreement is terminated by the City for its convenience, the City shall pay the Consultant for satisfactory Services performed through the date on which the termination is deemed effective in accordance with payment provisions of Section 3, unless otherwise specified in the termination notice. If the termination notice provides that the Consultant will not be compensated for Services performed after the termination notice is received, the City will have the discretion to reject payment for any Services performed after the date the termination notice is deemed received.

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

**6.4 EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with exhibits, attachments, and addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by a written supplemental amendment properly signed by both parties.

**6.5 SEVERABILITY.**

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

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

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

**6.7 FAIR MEANING.** The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

**6.8 GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

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

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

**6.11 AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth herein.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CITY OF MARYSVILLE

STRATEGIES 360, INC.

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

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

Jon Nehring, Mayor

Its:

Attested/Authenticated:

\_\_\_\_\_  
April O'Brien, Deputy City Clerk

Approved as to form:

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

## **EXHIBIT A**

### Marysville Scope of Work – January 2017 thru December 2017

#### State Legislative Work (2017 session)

1. Marysville downtown/waterfront revitalization trail and park funding (Capital Budget Request)
2. Homeless/mental health funding for County (County, Health District, Cities)
3. Bayview trail extension connecting to Centennial Trail (Capital Budget Request)
4. Grove Street Grade Separation (Transportation Budget Request)
5. Public Safety Building renovation/expansion grant opportunities or other funding
6. Work on capital project funding for city projects including parks, trails, public safety and general city facilities.
7. Participate in efforts to advance the AWC legislative agenda to affect issues of interest for cities.
8. Participate in efforts to advance the Snohomish County cities legislative priorities.
9. Keep abreast of other legislation, policy issues and news that may affect the City.
10. Ballfield funding primarily to add field turf to our 3 soccer fields at Strawberry Fields and Rudy Wright Memorial Little League Field (this would allow for year around use, multi-sport use, increased tournament use)

#### Federal Legislative Work (2017 session)

1. Seek funding opportunities and advocate for transportation, environmental restoration, parks and trails (LWCF funds), public safety, and economic development projects within the City through the federal appropriations or grant processes.
2. Advocate for transportation mitigation projects and grade separation funding to mitigate the adverse impacts of increased train travel through Marysville.
3. Advocate to Congress and federal agencies on the behalf of Marysville as issues arise.
4. MIC Infrastructure support – EDA Grant.
5. Downtown/waterfront revitalization plan
6. Homeless/mental health
7. Jail renovation/expansion grant opportunities or other funding

8. Ballfield funding primarily to add field turf to our 3 soccer fields at Strawberry Fields and Rudy Wright Memorial Little League Field (this would allow for year around use, multi-sport use, increased tournament use)