

Marysville City Council Meeting

October 22, 2012

7:00 p.m.

City Hall

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Committee Reports

Presentations

- A. Employee Services Awards
- B. Volunteer of the Month

Audience Participation

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

[9. Approval of the September 24, 2012, City Council Meeting Minutes.](#)

[10. Approval of the October 8, 2012, City Council Meeting Minutes.](#)

Consent

[1. Approval of the October 3, 2012 Claims in the Amount of \\$1,479,272.91; Paid by Check Number's 80016 through 80127 with Check Number's 69737 and 75175 Voided.](#)

[2. Approval of the October 5, 2012 Payroll in the Amount of \\$1,400,689.49; Paid by Check Number's 25959 through 26005.](#)

[8. Approval of the October 10, 2012, Claims in the Amount of \\$637,460.06; Paid by Check Number's 80128 through 80288.](#)

Review Bids

Public Hearings

New Business

[3. Shasta Ridge PRD Phase 4 – Final Plat Approval.](#)

Marysville City Council Meeting

October 22, 2012

7:00 p.m.

City Hall

[4. Grant Agreement with the Department of Ecology Allowing the City to be Funded \\$862,500 to Retrofit the Decant Facility Area.](#)

[5. Professional Services Agreement with Macaulay and Associates, Ltd. for the I-5 Overpass at 156th Street NE Local Improvement District \(LID\) in the Amount of \\$130,800.](#)

[6. A **Resolution** of the City of Marysville Announcing the Retirement of K-9 Police Dog Brody and Therefore Declaring the K-9 Police Dog Brody to be Surplus and Authorizing the Sale of the K-9 Police Dog Brody.](#)

[7. Agreement Transferring Ownership of K-9 Brody to Sergeant Joby Johnson.](#)

Recess

11. 2013 Budget Work Shop (*no public comment will be taken*).

Legal

Mayor's Business

Staff Business

Call on Councilmembers

Executive Session

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

Adjourn

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

Index #9

Call to Order/Pledge of Allegiance/Roll Call	7:00 p.m.
Excuse Councilmember Muller's absence from the meeting.	Approved
Presentations	
Swearing-In of Police Officers Patrick Connelly and Gregory Cornett	Sworn In
Employee Services Awards Jeff Laycock – Project Engineer, Engineering – 5 Years, John Dorcas, Building Official, CD – 20 Years	Presented
Volunteer of the Month – Marysville First Assembly of God	Presented
Proclamation: Alpha Delta Kappa Month	Read
Approval of Minutes	
Approval of the September 4, 2012, City Council Work Session Minutes	Approved
Consent Agenda	
Approval of the September 5, 2012, Claims in the Amount of \$1,541,722.40; Paid by Check Number's 79430 through 79596.	Approved
Approval of the September 12, 2012, Claims in the Amount of \$996,358.51; Paid by Check Number's 79597 through 79713.	Approved
New Business	
Hotel/Motel Committee Recommendation.	Approved
A Resolution of the City of Marysville Establishing a Friendship City Relationship with Koflach, Styria, Austria.	Approved Res. No. 2332
Third Amendment to the Interlocal Agreement with Snohomish County for Video Court Services.	Approved
2012-2013 GMA Competitive Grant Contract in the Amount of \$45,000 to Update Capital Facilities Element.	Approved
A Resolution of the City of Marysville for the Acceptance of Two Original Paintings Subject to Conditions.	Approved Res. No. 2333
Legal	
Mayor's Business	
Staff Business	
Call on Councilmembers	
Adjournment	8:40 p.m.



Regular Meeting
September 24, 2012

Call to Order / Pledge of Allegiance

Mayor Nehring called the meeting to order at 7:00 p.m. and led those present in the Pledge of Allegiance. The invocation was given by Steve Schertzinger of Resurgence Ministries.

Roll Call

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

Mayor: Jon Nehring

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

Absent: Steve Muller

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

Mayor Nehring explained that Councilmember Muller had requested an excused absence due to a family issue.

Motion made by Councilmember Seibert, seconded by Councilmember Rasmussen, to excuse Councilmember Muller from the meeting. **Motion** passed unanimously (6-0).

Committee Reports

Councilmember Rasmussen reported on the Marysville Fire District Board of Directors Meeting on September 19 where the following items were discussed:

- The Captain's Eligibility List has been established. Those individuals on the list will be now be able to work as acting captains.
- There was a report on the City Council and Fire District annexation study committee,

DRAFT

- All the recruits are doing extremely well in the 5th week of the North Bend Recruit Academy and will be graduating November. All the recruits are exhibiting a tremendous amount of leadership in the academy and have been highly commended with their progress there.
- August of 2012 was the busiest August ever in the Marysville Fire District.
- The Fill the Boot campaign raised over \$6,000 in one day.
- Marysville Fire District is purchasing a surplus ambulance from the City of Lynnwood as a Hazmat vehicle for the chemical assistance team.
- There was discussion about an outstanding COOP (Continuity of Operations Plans) and the necessity of having such a plan in case of emergency.

Councilmember Rasmussen also reported on the Parks and Recreation Advisory Board meeting on September 12:

- The Board welcomed new member Jodi Condyles.
- Becky Randall of the Marysville Arts Coalition was in the audience and gave an in-depth report on the activities of the Marysville Arts Coalition including their Art Walk and their current pumpkin project. The Arts Coalition is hoping to partner with the Diversity Committee to put on a multicultural festival with accompanying multicultural art.
- The Board took action to approve the location of a potential spray park at Comeford Park. Director Ballew gave information about a potential site design.
- There was a report on the plans for the Tour of Lights. Anyone interested in helping with decorating can contact Director Ballew.
- There was a review of the Community Foundation.
- There is now a Community Center Advisory Group which helps to discuss issues and ideas at the community center.
- The basketball program is in need of scholarships.
- There was a Jennings Pond project update.
- There was an LDS Serve Day and Day of Caring update.
- There is a possible project to provide a GIS map on each park which would be available on the website.

Mayor Nehring stated that there would be a presentation to the Council on the disaster plan on November 4. CAO Hirashima noted that they could distribute a CD of the plan to Councilmembers.

Jeff Seibert reported on the September 19 Finance Committee Meeting where the following items were discussed:

- City Clerk's Office public records requests present an ongoing challenge.
- Document retrieval system changing from File Pro to Document Archive Retrieval System (DARS). This is a one-time \$5,000 cost versus paying for software license of \$11,000 a year.
- The year-end budget update looks like we are below budget for expenses which will result in a higher than expected reserve.
- Utility billing reorganization is going well.

- Information Services is working toward a paperless agenda.

Presentations

A. Swearing-In of Police Officers

Commander Ralph Krusey introduced Patrick Connelly and Gregory Cornett who were then sworn in by Mayor Nehring. Chief Smith acknowledged Officer Tiki Stiles for her work behind the scenes to get such excellent candidates. He welcomed the new officers to the Police Department.

B. Employee Services Awards

The following employees were recognized for their service to the City:

- Jeff Laycock – Project Engineer, Engineering – 5 Years
- John Dorcas, Building Official, CD – 20 Years

Not Present

5 Years:

- Shauna Crane, Program Clerk, Finance
- Michael Petek, Maintenance Worker II, Surface Water
- Brenda Donaldson, Engineering Project Aide, Engineering
- Matthew Shelton, Custody Officer, Police
- Bob Dolhanyk, Administrative Division Manager, Police
- Amy Hess, Deputy City Clerk, Finance
- Jason Stroke, Maintenance Worker II, PW
- Peter Shove, Police Officer, Police
- Angela Gemmer, Associate Planner, CD
- Randall Thorson, Equipment Mechanic, Golf

15 Year:

- Vanessa Welch, Program Specialist, Courts

C. Volunteer of the Month

Nick Baumgart, pastor at Marysville First Assembly, and Daniel Livengood accepted the award on behalf of the church and volunteers who were recognized for their I-Heart Marysville Campaign which was held the week of August 6-10. There were 130 volunteers who participated in the campaign to set a good example of taking care of the community. Volunteers served the community by clearing thistles and weeds and trimming overgrown plants at Grove Elementary School, landscaping improvements at Marysville Pilchuck High School, repainting buildings, repairing roofing at the Little League ball fields at Marysville Middle School, removing graffiti, spreading play chips at several area parks, and spreading landscape bark at city hall and the Public Safety Building.

D. Proclamation: Alpha Delta Kappa Month

Mayor Nehring read the proclamation declaring October 2012 as Alpha Delta Kappa Appreciation Month in the City of Marysville.

Audience Participation

None

Approval of Minutes

1. Approval of the September 4, 2012, City Council Work Session Minutes.

Councilmember Rasmussen stated that she was absent at the September 4 meeting and would be abstaining from the vote.

Motion made by Councilmember Stevens, seconded by Councilmember Toyer, to approve the minutes as presented. **Motion** passed unanimously (5-0) with Councilmember Rasmussen abstaining.

Consent

2. Approval of the September 5, 2012, Claims in the Amount of \$1,541,722.40; Paid by Check Number's 79430 through 79596.
5. Approval of the September 12, 2012, Claims in the Amount of \$996,358.51; Paid by Check Number's 79597 through 79713.

Motion made by Councilmember Vaughan to approve Consent Agenda items 2 and 5. The **Motion** was seconded by Councilmember Wright and passed unanimously (6-0).

Review Bids

Public Hearings

New Business

3. Hotel/Motel Committee Recommendation.

CAO Hirashima reviewed the Hotel/Motel Committee grant recommendation.

Councilmember Wright asked about items number 7 and 13. Item 7 scored in the top ten but didn't receive any funds, whereas item 13 did not score very high but was fully funded. She asked if item 13 would happen if it was not fully funded. CAO Hirashima replied that the event has happened in the past without grant funding. Councilmember Rasmussen added that the funding that had been requested was an electronic chip

timing system that would allow them to electronically record times. It is a one-time cost for what the committee saw as a large return on investment.

Regarding the spray park, Councilmember Rasmussen explained that most committee members had concerns that this had been funded last year and still was not constructed. Additionally, the committee did not believe that the spray park would have an immediate impact on out of town tourism, which they understood to be the criteria for awarding the grants. Referring to the spray park's high score, Councilmember Rasmussen remarked that she thinks the scoring method needs to be evaluated. Councilmember Wright asked if all the money was spent. Councilmember Rasmussen replied that it was.

CAO Hirashima clarified that there might have been some misunderstanding with some of the committee members about the spray park because it did not get funding from the Hotel/Motel Committee last year. It also scored high last year, but was not funded. The Council awarded a small allocation to go toward design, but construction was never funded.

Councilmember Wright suggested taking half of the amount awarded to #13 and giving it to #7. Parks and Recreation Director Ballew commented that any amount would help. He stated that this is a low-cost item which could be a draw to the community. Staff will continue to seek additional sources of funding.

Motion made by Councilmember Wright, seconded by Councilmember Toyer, to accept all the recommendations of the Committee except to award \$12,500 to item 7, the Comeford Park Spray Park and \$13,400 to item 13, Lakewood High School Cross Country Team.

Councilmember Vaughan asked if Lakewood would still be able to get the equipment if they only got half the funding. Councilmember Rasmussen replied that the event would still happen. She thought that the school district was seeking funding elsewhere also. They indicated that they would appreciate any amount of funding.

Councilmember Seibert asked Director Ballew if the money would be spent during this year as required or if it would be better to wait for a larger amount next year. Director Ballew said their goal is to break ground next year. He remarked that if the City is not supporting the project with funds they are managing, Parks would have a hard time going out to the community to ask for money. He believes the project fits the grant criteria, but he cannot guarantee construction next year. Councilmember Rasmussen commented that this was a clear directive of the Hotel/Motel Committee with very little discussion and no dissent.

Motion failed 2-4 with Councilmembers Wright and Toyer voting in favor and Councilmembers Vaughan, Seibert, Stevens, and Rasmussen against.

Motion made by Councilmember Stevens, seconded by Councilmember Seibert, to approve the Hotel/Motel Committee Recommendations as presented. **Motion** passed (5-1) with Councilmember Toyer voting against.

4. A Resolution of the City of Marysville Establishing a Friendship City Relationship with Koflach, Styria, Austria.

Doug Buell commented that this came about as a result of a conversation with the Marysville Historical Society last year.

Peter Schneider, a member of the Historical Society, gave background on this item, explained how a relationship between Marysville and Koflach came about, and gave a brief history of the Koflach area of Austria.

Motion made by Councilmember Seibert, seconded by Councilmember Toyer, to approve Resolution 2332 Establishing a Friendship City Relationship with Koflach, Styria, Austria. **Motion** passed unanimously (6-0).

6. Third Amendment to the Interlocal Agreement with Snohomish County for Video Court Services.

Chief Smith explained that this amends the agreement with Snohomish County to include video court services. The cost is minimal and will save much staff time.

Motion made by Councilmember Wright, seconded by Councilmember Seibert, to approve the Third Amendment to the Interlocal Agreement with Snohomish County for Video Court Services. **Motion** passed unanimously (6-0).

7. 2012-2013 GMA Competitive Grant Contract in the Amount of \$45,000 to Update Capital Facilities Element.

CAO Hirashima explained that the City received a grant award of \$45,000 from the Department of Commerce to update the City's Capital Facilities Element and to identify and reassess the Land Use Element.

Motion made by Councilmember Stevens, seconded by Councilmember Toyer, to accept the 2012-2013 GMA Competitive Grant Contract in the Amount of \$45,000 to Update Capital Facilities Element. **Motion** passed unanimously (6-0).

8. A Resolution of the City of Marysville for the Acceptance of Two Original Paintings Subject to Conditions.

Mayor Nehring expressed appreciation to Mrs. Kwok for her donation of two paintings.

Motion made by Councilmember Stevens, seconded by Councilmember Rasmussen, to adopt Resolution No. 2333, A Resolution of the City of Marysville for the Acceptance of Two Original Paintings Subject to Conditions. **Motion** passed unanimously (6-0).

Legal

Mayor's Business

Mayor Nehring:

- He thanked the LDS church for their service at the Doleshel Tree Farm.
- The Ken Baxter Memorial Plaque unveiling was held a few weeks ago. He recognized Jim Ballew and Preston Dwoskin for their work on this.
- He requested a councilmember to take his place at the October 26 Raising the Hand Event since he will be unable to attend. Mayor Pro Tem Vaughan and Councilmember Toyer stated that they could attend.
- He met with General Ives from the Armed Forces Reserve Center and his staff. The Armed Forces Reserve Center is an impressive facility. The General told some great stories about what his group has been through this year.
- He thanked Council members who were able to attend the Cities and Towns event last week.
- He thanked Council and staff for the Friday retreat.

Staff Business

Jim Ballew:

- The LDS church day of service was outstanding. 20 nominations were received for the name for the park.
- The kitchen remodel at the Baxter Building is completed. He thanked Maryke, Mike, and Marty for helping with that. He also thanked Chuck's Cabinets and Van Dam's for their contributions.
- The 116th Bridge has been painted, and the wire fencing has been installed.
- This Thursday, Friday, and Saturday there will be an estate sale at the marina.
- Jennings Park interior will be closed for at least one week to do a restoration of the pond with Public Works. Thanks to Kari Chennault for her help with this.
- The Cross Country Twilight Meet will be held this weekend. 36 teams will be competing under the lights.

Chief Smith:

- The two new lateral officers are outstanding. He is very excited about them and what their abilities will contribute to the police department.
- Burglaries, vandalism and vehicle prowls are all below the five-year average.
- Public Safety meeting will be held on Wednesday at 4:30.

Kevin Nielsen:

- Staff is still working on a COOP and will be finalizing that. Council and staff will be participating in training soon.
- Construction is occurring and delays can be expected on Soper Hill, 172nd at 19th, 51st, and Highway 2 (on the weekend).
- The Public Works Committee meeting will be held on October 5 at 2:00.

Sandy Langdon reported that staff is still working with the Auditor's Office to inquire about some items.

Grant Weed had no comments.

Gloria Hirashima was very pleased to report that the City met the deadline today that the Corps had set for the Qwuloolt project.

Call on Councilmembers

Carmen Rasmussen had no comments.

Rob Toyer thanked everyone for their tireless efforts on the Qwuloolt project

Michael Stevens:

- Thanks to the Mayor and staff for their work on the Qwuloolt project.
- Cities and Towns was amazing. He heard many positive compliments on the evening.
- The United Way Day of Caring was a great event.
- He expressed support for the spray park.

Jeff Seibert:

- He asked what "met the deadline" meant. CAO Hirashima explained that they got an agreement with the Tribes and provided a levy easement that the Corps will be utilizing. The agreement is a binding commitment that the City will provide the other easements needed for the project by March 1 of 2013. Councilmember Seibert expressed appreciation for all the hard work by CAO Hirashima and staff.
- He was very pleased to see the repainting and fencing on the bridge.
- He apologized for missing the retreat.

Donna Wright:

- It was a very efficient retreat. She appreciated having the materials ahead of time. She also enjoyed having the time with other Council members and their families after the retreat.
- She also heard a lot of positive remarks from visiting elected officials at the Cities and Towns meeting.
- She reminded everyone about the Soroptomists' Auction on October 13.

Jeff Vaughan:

- He thoroughly enjoyed hearing Mr. Schneider talk about Austria and the connection between the two cities.
- He enjoyed the Cities and Towns dinner at Cedarcrest Grill. He also appreciated the presentation from the EVCC. He was intrigued by the program that helps local businesses and has made contact with them about possibilities.

- He expressed appreciation for the work and the innovative thinking on 116th Street Bridge.

Executive Session

Legal

Adjournment

Seeing no further business Mayor Nehring adjourned the meeting at 8:40 p.m.

Approved this _____ day of _____, 2012.

Mayor
Jon Nehring

April O'Brien
Deputy City Clerk

Index #10

Call to Order/Pledge of Allegiance/Roll Call	7:00 p.m.
Presentations	
Swearing-In of Custody Officer - Barbara Grady	Completed
Proclamation: Declaring October 2012 National Community Planning Month	Read
Proclamation: Sno-Isle Libraries 50th Anniversary Celebration	Read
Approval of Minutes	
Approval of the September 10, 2012, City Council Meeting Minutes	Approved
Approval of September 17, 2012, City Council Special Meeting Minutes.	Approved
Approval of the September 24, 2012, City Council Meeting Minutes.	Approved
Consent Agenda	
Approval of September 19, 2012, Claims in the Amount of \$400,790.72; Paid by Check Number's 79714 through 79853 with Check Number's 79563 and 79565 Voided.	Approved
Approval of September 20, 2012, Payroll in the Amount of \$934,888.89; Paid by Check Number's 25916 through 25958.	Approved
Approval of the September 26, 2012, Claims in the Amount of \$748,887.52; Paid by Check Number's 79854 through 80015 with Check Number 69668 Voided.	Approved
New Business	
Professional Services Agreement with Gray and Osborne, Inc. in the Amount of \$127,346.00, to Provide Design and Construction Management Services for the Decant Facility Retrofit Project.	Approved
Legal	
Mayor's Business	
Staff Business	
Call on Councilmembers	
Adjournment	7:41 p.m.
Executive Session	7:49 p.m.
Litigation – two items	
Adjournment	8:06 p.m.



Regular Meeting
October 8, 2012

Call to Order / Pledge of Allegiance

Mayor Nehring called the meeting to order at 7:00 p.m. and led those present in the Pledge of Allegiance. The invocation was given by Joe Kutzke from Bethlehem Lutheran Church.

Roll Call

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

Mayor: Jon Nehring

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

Absent: None

Also Present: Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Commander Robb Lamoureux, City Attorney Grant Weed, Public Works Director Nielsen, Recording Secretary Laurie Hugdahl.

Committee Reports

Councilmember Seibert reported on the September 26 Public Safety Committee meeting where the following items were discussed:

- Police Dog Brody will be retiring on October 22.
- The police department is purchasing a new radar trailer which will be here in mid-October at a cost of about \$10,000.
- Three new members are training for SWAT.
- Four new neighborhood watches are starting up. The group is also starting a business watch and a solid waste watch.
- The Federal Law Enforcement Training Center grant is slated to be used for forensic training.
- The Shell station was robbed, but the person was apprehended.
- There was an update about a court case involving a child molester who received a sentence of 190 months.

- There was an update on new hires.

Councilmember Seibert then asked about the status of the SODA policy. Grant Weed gave a brief update on status the SODA ordinance. Councilmember Seibert requested an update on the judge's timeline as soon as possible.

Councilmember Seibert reported on the October 5 Public Works Committee Meeting where the following items were discussed:

- Public Works is planning a waste reduction and recycling pilot program for commercial businesses by using a single-stream container.
- FCS did a cost analysis for the central annexation to determine if the City should stay in the garbage business for the extra annexation area. It looks like after 2017 the City would be gaining revenue.
- There was discussion about the water rate from Everett which is scheduled to go up. Staff is looking at treating the Sunnyside wells so they can be used for water. The buyback would be two to four years depending on how much water from Everett that Marysville continues to use.
- There was discussion regarding the Public Works Strategic Plan.
- There was an update on the Qwuloolt projects.

Presentations

A. Swearing-In of Custody Officer - Barbara Grady

Commander Ralph Krusey introduced Custody Officer Barbara Grady who was then sworn in by Mayor Nehring.

B. Proclamation: Declaring October 2012 National Community Planning Month

Mayor Nehring read the proclamation declaring October 2012 National Community Planning Month.

C. Proclamation: Sno-Isle Libraries 50th Anniversary Celebration

Mayor Nehring read the proclamation recognizing and honoring the many contributions made by Sno-Isle Libraries for the past 50 years.

Audience Participation

Approval of Minutes

1. Approval of the September 10, 2012, City Council Meeting Minutes.

Motion made by Councilmember Stevens, seconded by Councilmember Seibert, to approve the minutes as presented. Motion passed unanimously (7-0).

2. Approval of September 17, 2012, City Council Special Meeting Minutes.

Councilmember Seibert noted that “Qwuloolt Trail Project” should be replaced with “Qwuloolt Project” under Discussion and under the motion.

Motion made by Councilmember Wright, seconded by Councilmember Seibert, to approve the minutes as corrected. Motion passed unanimously (4-0) with Councilmembers Rasmussen, Muller, and Vaughan abstaining.

3. Approval of the September 24, 2012, City Council Meeting Minutes.

Councilmember Stevens referred to page 6 of 9 and clarified that the motion regarding the Hotel, Motel Tax Committee recommendations was seconded by Councilmember Seibert, not Councilmember Stevens.

Councilmember Seibert referred to page 7 of 9, the last bullet under Kevin Nielsen’s comments, and stated that the date for the Public Works Committee Meeting should be corrected to October 5.

Motion made by Councilmember Seibert, seconded by Councilmember Stevens, to approve the minutes as amended. Motion passed unanimously (6-0) with Councilmember Muller abstaining.

Consent

4. Approval of September 19, 2012, Claims in the Amount of \$400,790.72; Paid by Check Number’s 79714 through 79853 with Check Number's 79563 and 79565 Voided.
5. Approval of September 20, 2012, Payroll in the Amount of \$934,888.89; Paid by Check Number's 25916 through 25958.
6. Approval of the September 26, 2012, Claims in the Amount of \$748,887.52; Paid by Check Number's 79854 through 80015 with Check Number 69668 Voided.

Motion made by Councilmember Wright, seconded by Councilmember Rasmussen, to approve the Consent Agenda items 4, 5, and 6. Motion passed unanimously (7-0).

Review Bids - None

Public Hearings - None

New Business

7. Professional Services Agreement with Gray and Osborne, Inc. in the Amount of \$127,346.00, to Provide Design and Construction Management Services for the Decant Facility Retrofit Project.

Director Nielsen explained that this provides the design services to make possible the grant from the Department of Ecology to increase the size and processing of the City's decant facility.

Motion made by Councilmember Vaughan, seconded by Councilmember Toyer, to authorize the Mayor to sign the Professional Services Agreement with Gray and Osborne, Inc. in the Amount of \$127,346.00, to Provide Design and Construction Management Services for the Decant Facility Retrofit Project. Motion passed unanimously (7-0).

Legal

Mayor's Business

- Mayor Nehring and Councilmembers Toyer and Wright attended the EASC (Economic Alliance Snohomish County) reception last week. It was a great evening with around 200 people in attendance. It was a great opportunity to lobby and have discussions with several people.
- Thanks to those who came out to the Goodwill store/job training center ribbon cutting.
- He attended the Snohomish County Sports Hall of Fame annual dinner and ribbon cutting for the display case at the Everett Events Center.
- Another fantastic sports event he attended was the Berry Bowl between the two high schools which was a very fun event. He commended the school district and the police department for their work on this.

Staff Business

Commander Lamoureux reported that the police department is starting the Waste Watch training tomorrow where solid waste professionals will be trained to learn observation skills in the neighborhoods.

Kevin Nielsen gave the following updates:

- Striping on 51st is done, but they are still waiting on signal.
- There have been unusually high levels of truck traffic throughout town because a lot of construction is still going on with the nice weather and because of the Qwuloolt project.
- The sewer and water are in the road at Soper, but contractors are still putting water and sewer in the right of way.
- Many people are coming to the City to use the waterfront park.

Sandy Langdon had no comments.

Grant Weed said he will be attending the WSAMA (Washington State Association of Municipal Attorneys) conference next week in Spokane. He noted the need for an

Executive Session to discuss two items – one concerning pending litigation and one concerning potential litigation with no action requested and expected to last 15 minutes.

Gloria Hirashima announced that the Council would be having a budget workshop on October 22 during the regular meeting.

Call on Councilmembers

Carmen Rasmussen had no comments.

Steve Muller thanked everyone for their thoughts and prayers regarding his dog who is doing well.

Rob Toyer had a great time at the Snohomish County elected officials event. He also enjoyed the Goodwill store/job training center ribbon cutting. It is nice to see all the free classes offered at that facility.

Michael Stevens asked which haul route was approved for Qwuloolt. Director Nielsen reviewed details related to this.

Jeff Seibert reported that Dawson Place played a large role in getting the 190 month conviction for the child molester case. He spoke to the value of the services they provided. He asked if there would be a ribbon cutting for 51st. Director Nielsen said there will be when it is complete. Several other ribbon cuttings will be happening soon.

Donna Wright:

- She was impressed with the EASC event. She enjoyed seeing the business people interacting with the elected officials.
- Representatives from Goodwill were very impressed to see the community support at their ribbon cutting.
- She discussed trucks complaints she has received about trucks traveling westbound on 4th Street.

Jeff Vaughan had no comments.

Adjournment

Council recessed at 7:41 p.m. until 7:49 p.m. after which time they reconvened into Executive Session. It was announced that the Executive Session would last 15 minutes with no action expected.

Executive Session

- A. Litigation – two items
- B. Personnel

C. Real Estate

Motion made by Councilmember Muller, seconded by Councilmember Wright to extend Executive Session to 8:06 p.m. Motion passed unanimously (7-0).

Adjournment

Seeing no further business Mayor Nehring adjourned the meeting at 8:06 p.m.

Approved this _____ day of _____, 2012.

Mayor
Jon Nehring

April O'Brien
Deputy City Clerk

Index #1

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: October 22, 2012

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

Please see attached.

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the **October 3, 2012** claims in the amount of **\$1,479,272.91** paid by **Check No.'s 80016 through 80127 with Check No.'s 69737 & 75175 voided.**

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-10

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 **\$1,479,272.91 PAID BY CHECK NO.'S 80016 THROUGH 80127 WITH CHECK NO.'S 69737 & 75175 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 **3RD DAY OF OCTOBER 2012.**

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 9/27/2012 TO 10/3/2012

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
80016	AAA FIRE & SAFETY	CARBON DIOXIDE	WATER/SEWER OPERATION	81.90
80017	ALLWEST UNDERGROUND	SPRECTRA PIPE LASER KIT	SEWER MAIN COLLECTION	2,196.43
	ALLWEST UNDERGROUND		STORM DRAINAGE	2,196.44
80018	ALPINE PRODUCTS INC	DIE SPRINGS AND PROPANE TIPS	TRAFFIC CONTROL DEVICES	455.62
80019	AMSAN SEATTLE	DEGREASER	ER&R	269.28
80020	ARAMARK UNIFORM	UNIFORM CLEANING	MAINTENANCE	15.64
	ARAMARK UNIFORM		EQUIPMENT RENTAL	38.99
80021	ARLINGTON, CITY OF	ROW PERMIT-SEWER MANHOLE REPLA	SEWER MAIN COLLECTION	106.00
80022	BACH, TOM	UB 751000000000 5012 75TH AVE	WATER/SEWER OPERATION	42.64
80023	BANKS, SUSAN	INSTRUCTOR SERVICES	COMMUNITY CENTER	114.00
	BANKS, SUSAN		COMMUNITY CENTER	245.10
80024	BERGER/ABAM ENGR	PROFESSIONAL SERVICES	ROADS/STREETS CONSTRUC	12,666.14
80025	BICKFORD FORD	CORE REFUND	EQUIPMENT RENTAL	-76.02
	BICKFORD FORD	DOOR LOCK SWITCH	EQUIPMENT RENTAL	34.95
	BICKFORD FORD	POWER STEERING PUMP	EQUIPMENT RENTAL	212.52
	BICKFORD FORD	FUEL PUMP ASSEMBLY	EQUIPMENT RENTAL	420.81
	BICKFORD FORD	FUEL PUMP ASSEMBLY AND WIRE HA	EQUIPMENT RENTAL	431.47
	BICKFORD FORD	ALTERNATOR AND WINDOW SWITCH	EQUIPMENT RENTAL	499.68
80026	BORROMEO III, ABEL C	UB 280060000000 5415 128TH PL	WATER/SEWER OPERATION	20.80
	BORROMEO III, ABEL C		WATER/SEWER OPERATION	76.52
	BORROMEO III, ABEL C		WATER/SEWER OPERATION	165.09
80027	CARRS ACE	GLASS AND TIRE CLEANER, ARMOR	SEWER MAIN COLLECTION	53.43
	CARRS ACE	EAR PLUGS AND PADLOCKS	PARK & RECREATION FAC	119.38
80028	CHERYL BUCK INC.	UTILITY ACCOUNT REFUND-6806 54	GENL FUND-OTHER MISC RE'	15.39
80029	CHETS CABINET	DOOR & DRAWER FRONTS AND INSTA	COMMUNITY CENTER	2,346.85
80030	CHRISTIANSO, LINDA	REFUND RENTAL DEPOSIT	GENERAL FUND	100.00
80031	CHUCKANUT GOLF CARS	GOLF CART RENTAL (10)	PRO-SHOP	380.00
80032	CITIES & TOWNS	SNOHOMISH COUNTY CITIES 2012 D	EXECUTIVE ADMIN	70.00
	CITIES & TOWNS		CITY COUNCIL	210.00
80033	COMCAST	MONTHLY BROADBAND CHARGE	COMPUTER SERVICES	216.90
80034	COOP SUPPLY	HAY BALES (2)	PARK & RECREATION FAC	17.35
	COOP SUPPLY	SHOP SUPPLIES	ROADWAY MAINTENANCE	30.39
80035	CORNWELL TOOLS	MAGNIFYING GLASS AND SLACK ADJ	EQUIPMENT RENTAL	93.93
80036	COX, WILLIAM & JOLEN	UB 986712000000 6712 50TH PL N	GARBAGE	22.21
80037	CRABBS, JUANITA	REFUND RENTAL DEPOSIT	GENERAL FUND	100.00
80038	DAY, SAM	MEAL REIMBURSEMENT	TRAINING	30.00
80039	DIAMOND B CONSTRUCT	REZTOR UNIT AND SCISSOR LIFT	WATER FILTRATION PLANT	2,536.52
	DIAMOND B CONSTRUCT	HVAC UNIT AND INSTALLATION-PSB	PUBLIC SAFETY FAC-GENL	6,439.04
80040	DUNLAP INDUSTRIAL	HEDGER BLADE (2)	EQUIPMENT RENTAL	157.47
80041	E&E LUMBER	FASTENERS	PARK & RECREATION FAC	4.11
	E&E LUMBER	KEYS	PARK & RECREATION FAC	7.58
	E&E LUMBER	MISC SUPPLIES FOR REPAIR AT JA	PUBLIC SAFETY FAC-GENL	21.22
	E&E LUMBER	FASTENERS, JOIST AND TIE	PARK & RECREATION FAC	27.79
	E&E LUMBER	SCRAPPER, ROLLER COVER, OPENER	PARK & RECREATION FAC	82.64
	E&E LUMBER	DRILL BIT AND TIES	PARK & RECREATION FAC	100.29
	E&E LUMBER	MISC TOOLS FOR 51ST LIFT STATI	SEWER LIFT STATION	144.72
	E&E LUMBER	LUMBER, SCREWS, CLEVIS AND LAG	PARK & RECREATION FAC	1,222.89
80042	EAGLE FENCE	FENCE REPAIR @ 132ND STREET	STORM DRAINAGE MAINTEN/	211.77
80043	EAST JORDAN IRON WOR	DEEP AND SHALLOW VALVE LIDS	WATER/SEWER OPERATION	346.39
80044	ECKANKAR	REFUND RENTAL DEPOSIT	GENERAL FUND	100.00
80045	ECOLOGY, DEPT. OF	ANNUAL BIOSOLIDS PERMIT FEE	UTIL ADMIN	3,143.41
80046	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	20.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	180.00
80047	EVERETT TIRE & AUTO	FRONT END ALIGNMENT	EQUIPMENT RENTAL	100.96
80048	EVERETT, CITY OF	LAB ANALYSIS	WATER QUAL TREATMENT	180.00

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 9/27/2012 TO 10/3/2012**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
80073	LICENSING, DEPT OF	NELLUM, KHARI (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	PEREZ, PETER (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	POWELL, MELISSA (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	VASCONI, DAVID (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	WELCH, VANESSA (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MIRANTE, CHRISTOPHER (LT RENEW)	GENERAL FUND	21.00
80074	LINN, CRYSTAL	INSTRUCTOR SERVICES	COMMUNITY CENTER	24.00
80075	LOWES HIW INC	GLUE, PRIMER AND T PLUS	WATER QUAL TREATMENT	15.16
	LOWES HIW INC	FILTERS, PIPE, BIT SET AND SEA	WATER SERVICE INSTALL	130.77
	LOWES HIW INC	CONES AND MISC TOOLS	WATER SERVICES	173.40
80076	MARYSVILLE FIRE DIST	FIRE CONTROL/EMERGENCY AID SER	FIRE-GENL	198,676.75
	MARYSVILLE FIRE DIST		FIRE-GENL	596,030.26
80077	MARYSVILLE PRINTING	BUSINESS CARDS-BLACKWELL	COMMUNITY DEVELOPMENT-	124.78
80078	MCCONNELL & ASSOC	HEARING EXAMINER SERVICES	COMMUNITY DEVELOPMENT-	708.35
80079	MCCOY, JEANNIE	REFUND CLASS FEES	PARKS-RECREATION	22.00
80080	MCLOUGHLIN & EARDLEY	BULBS	ER&R	-5.05
	MCLOUGHLIN & EARDLEY		ER&R	63.80
80081	MCMASTER-CARR	DRAW LATCHES	WATER/SEWER OPERATION	-16.82
	MCMASTER-CARR		WASTE WATER TREATMENT	212.45
80082	MEDINA, MABEL	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
80083	MIA, MICHAEL	UB 047707000000 7707 88TH PL N	WATER/SEWER OPERATION	23.26
80084	MORRIS, JANE LOUISE	BUSINESS LICENSE REFUND	GENL FUND BUS LIC & PERMI	50.00
80085	MOUNT, HERMAN	LEOFF 1 & PRESCRIPTION REIMBUR	POLICE ADMINISTRATION	96.78
80086	NATIONAL BARRICADE	TRAFFIC CONES	WATER DIST MAINS	414.03
	NATIONAL BARRICADE		WATER MAINS INSTALL	414.04
80087	NIELD, JOHN	OFFICE SUPPLY REIMBURSEMENT	UTILITY BILLING	25.29
80088	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WASTE WATER TREATMENT	3,460.00
80089	NWPMA	2012 NW PAVEMENT MNGMNT CONFER	UTIL ADMIN	300.00
80090	NYITRAY, SANDRA	CHAIR MASSAGE	COMMUNITY CENTER	18.00
	NYITRAY, SANDRA		COMMUNITY CENTER	27.00
80091	OAKSTONE PUBLISHING	2013 CALENDARS	GENERAL FUND	-41.61
	OAKSTONE PUBLISHING		PERSONNEL ADMINISTRATIO	525.36
80092	OFFICE DEPOT	OFFICE SUPPLIES	WASTE WATER TREATMENT	7.21
	OFFICE DEPOT		PERSONNEL ADMINISTRATIO	8.91
	OFFICE DEPOT		WASTE WATER TREATMENT	24.10
	OFFICE DEPOT		UTIL ADMIN	34.40
	OFFICE DEPOT		ENGR-GENL	34.40
	OFFICE DEPOT		STORM DRAINAGE	67.86
	OFFICE DEPOT		PERSONNEL ADMINISTRATIO	107.16
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	205.00
	OFFICE DEPOT		PARK & RECREATION FAC	255.69
	OFFICE DEPOT	FILE CABINET	FINANCE-GENL	318.70
80093	OLASON, MONICA	INSTRUCTOR SERVICES	RECREATION SERVICES	67.20
	OLASON, MONICA		RECREATION SERVICES	142.80
	OLASON, MONICA		RECREATION SERVICES	210.00
80094	PACIFIC POWER PROD.	SCREWS	MAINTENANCE	5.64
	PACIFIC POWER PROD.	KNOBS AND WASHERS	MAINTENANCE	25.18
	PACIFIC POWER PROD.	TINES, SCREWS AND LOCK WASHERS	MAINTENANCE	293.12
	PACIFIC POWER PROD.	GUARDS AND BOLTS	MAINTENANCE	317.29
80095	PARTS STORE, THE	SPARK PLUGS	EQUIPMENT RENTAL	20.76
	PARTS STORE, THE	ELECTRIC WINDOW MOTOR	EQUIPMENT RENTAL	51.38
	PARTS STORE, THE	HAND WINCH	PARK & RECREATION FAC	72.64
	PARTS STORE, THE	BRAKE ROTORS AND BRAKE PADS	EQUIPMENT RENTAL	247.98
	PARTS STORE, THE	BATTERY POST AND BATTERIES	ER&R	319.52
80096	PING	PUTTER AND DRIVER	GOLF COURSE	356.96
80097	PLANT, JOLAINE	REFUND CLASS FEES	PARKS-RECREATION	33.00
80098	PLATT	ELECTRICAL SUPPLIES	UTIL ADMIN	16.17

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 9/27/2012 TO 10/3/2012

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
80098	PLATT	CORDLESS DRILL	COMMUNITY DEVELOPMENT-	96.65
	PLATT		COMMUNITY DEVELOPMENT-	96.65
80099	POLLARDWATER.COM	DE-CHLORINATION TABS	WATER DIST MAINS	199.28
80100	PUD	ACCT #2027-9116-6	PUMPING PLANT	30.38
	PUD	ACCT #2019-3119-3	PARK & RECREATION FAC	31.31
	PUD	ACCT #2022-2076-0	MAINTENANCE	34.08
	PUD	ACCT #2030-6201-3	STREET LIGHTING	78.55
	PUD	ACCT #2021-8367-9	TRANSPORTATION MANAGEM	80.79
	PUD	ACCT #2034-3089-7	STREET LIGHTING	84.95
	PUD	ACCT #2026-8910-5	WASTE WATER TREATMENT	136.97
	PUD	ACCT #2024-9063-7	SEWER LIFT STATION	179.43
	PUD	ACCT #2020-3007-8	TRANSPORTATION MANAGEM	201.79
	PUD	ACCT #2022-9433-6	STREET LIGHTING	220.83
	PUD	ACCT #2025-7232-7	STREET LIGHTING	227.92
	PUD	ACCT #2016-3963-0	MAINTENANCE	1,319.01
	PUD	ACCT #2026-0420-3	STREET LIGHTING	1,411.72
	PUD		STREET LIGHTING	1,871.37
	PUD	ACCT #2003-0347-7	WATER FILTRATION PLANT	2,106.37
80101	ROBBINS, TAMARA	INSTRUCTOR SERVICES	COMMUNITY CENTER	20.24
80102	SAFETY VISION	FLATSCREEN MONITOR	EQUIPMENT RENTAL	411.60
80103	SAFEWAY INC.	MISC SUPPLIES FOR ON-GOING MEE	EXECUTIVE ADMIN	160.12
80104	SCHROEDER, LYNN	REIMBURSE MAILING AND SUPPLIES	EXECUTIVE ADMIN	75.67
80105	SEATTLE PUMP & EQUIP	FOOTAGE COUNTER AND WHEEL	SEWER MAIN COLLECTION	205.85
	SEATTLE PUMP & EQUIP		STORM DRAINAGE	205.85
80106	SIEMENS INDUSTRY, IN	FLOWMETER AND USM POTTING KIT	SEWER LIFT STATION	3,929.11
80107	SIEMENS WATER TECH	AQUALATOR SURFACE AERATOR PROP	WASTE WATER TREATMENT	1,420.55
80108	SISKUN POWER EQUIPME	STARTER ASSEMBLY	EQUIPMENT RENTAL	98.26
80109	SMITH, DAVID & DANA	UB 761301296501 8014 76TH PL N	WATER/SEWER OPERATION	68.91
80110	SNO CO PUBLIC WORKS	SOLID WASTE CHARGES-AUGUST 201	SOLID WASTE OPERATIONS	127,922.00
80111	SOUND POWER	WEEDEATER RENTAL AND LINE	STORM DRAINAGE	253.47
80112	SOUND SAFETY	GLOVES	ER&R	13.69
	SOUND SAFETY	EARPLUGS	ER&R	28.22
	SOUND SAFETY	JEANS-OLSON	UTIL ADMIN	82.99
	SOUND SAFETY	BOOTS-EVERSON	GENERAL SERVICES - OVERF	87.31
	SOUND SAFETY	GLOVES	ER&R	138.47
80113	SRV CONSTRUCTION	PAY ESTIMATE #2	WATER CAPITAL PROJECTS	114,553.61
	SRV CONSTRUCTION		GMA - STREET	312,389.56
80114	TITLEIST	GOLF BALLS	GOLF COURSE	1,721.87
80115	UTILITIES UNDERGROUN	EXCAVATION NOTIFICATION-AUGUST	UTILITY LOCATING	326.25
80116	VERIZON/FRONTIER	AMR LINES	METER READING	438.75
80117	VERIZON/FRONTIER	LONG DISTANCE CHARGES	CRIME PREVENTION	0.02
	VERIZON/FRONTIER		SOLID WASTE CUSTOMER E>	0.04
	VERIZON/FRONTIER		BUILDING MAINTENANCE	0.04
	VERIZON/FRONTIER		YOUTH SERVICES	0.15
	VERIZON/FRONTIER		PURCHASING/CENTRAL STOF	0.46
	VERIZON/FRONTIER		ANIMAL CONTROL	0.52
	VERIZON/FRONTIER		RECREATION SERVICES	0.60
	VERIZON/FRONTIER		EQUIPMENT RENTAL	0.79
	VERIZON/FRONTIER		CITY CLERK	0.87
	VERIZON/FRONTIER		COMMUNITY CENTER	2.24
	VERIZON/FRONTIER		GOLF ADMINISTRATION	2.24
	VERIZON/FRONTIER		GENERAL SERVICES - OVERF	2.44
	VERIZON/FRONTIER		LEGAL-GENL	2.73
	VERIZON/FRONTIER		WASTE WATER TREATMENT	3.47
	VERIZON/FRONTIER		FINANCE-GENL	3.48
	VERIZON/FRONTIER		PERSONNEL ADMINISTRATIO	4.13
	VERIZON/FRONTIER		STORM DRAINAGE	5.17

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 9/27/2012 TO 10/3/2012

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
80117	VERIZON/FRONTIER	LONG DISTANCE CHARGES	POLICE ADMINISTRATION	5.75
	VERIZON/FRONTIER		UTIL ADMIN	6.39
	VERIZON/FRONTIER		ENGR-GENL	6.83
	VERIZON/FRONTIER		COMPUTER SERVICES	6.88
	VERIZON/FRONTIER		LEGAL - PROSECUTION	7.14
	VERIZON/FRONTIER		DETENTION & CORRECTION	10.47
	VERIZON/FRONTIER		POLICE PATROL	11.34
	VERIZON/FRONTIER		POLICE INVESTIGATION	12.48
	VERIZON/FRONTIER		OFFICE OPERATIONS	13.44
	VERIZON/FRONTIER		PARK & RECREATION FAC	13.80
	VERIZON/FRONTIER		UTILITY BILLING	14.08
	VERIZON/FRONTIER		EXECUTIVE ADMIN	15.66
	VERIZON/FRONTIER		MUNICIPAL COURTS	20.16
	VERIZON/FRONTIER		COMMUNITY DEVELOPMENT-	28.56
80118	VERIZON/FRONTIER	ACCT #36065172071007945	MUNICIPAL COURTS	43.08
	VERIZON/FRONTIER		ENGR-GENL	43.08
	VERIZON/FRONTIER		EXECUTIVE ADMIN	43.08
	VERIZON/FRONTIER		PERSONNEL ADMINISTRATIO	43.08
	VERIZON/FRONTIER		UTILITY BILLING	43.08
	VERIZON/FRONTIER		LIBRARY-GENL	43.08
	VERIZON/FRONTIER		COMMUNITY CENTER	43.08
	VERIZON/FRONTIER		POLICE PATROL	43.08
	VERIZON/FRONTIER		GENERAL SERVICES - OVERH	43.08
	VERIZON/FRONTIER	ACCT #36065771080927115	STREET LIGHTING	49.25
	VERIZON/FRONTIER	ACCT #36065172071007945	COMMUNICATION CENTER	86.15
	VERIZON/FRONTIER		DETENTION & CORRECTION	86.15
	VERIZON/FRONTIER		POLICE ADMINISTRATION	86.15
	VERIZON/FRONTIER		GOLF ADMINISTRATION	86.15
	VERIZON/FRONTIER	ACCT #36065943981121075	PUBLIC SAFETY FAC-GENL	100.76
	VERIZON/FRONTIER	ACCT #36065340280125085	ADMIN FACILITIES	103.50
	VERIZON/FRONTIER	ACCT #36065172071007945	GOLF ADMINISTRATION	129.23
	VERIZON/FRONTIER		OFFICE OPERATIONS	129.23
	VERIZON/FRONTIER		ADMIN FACILITIES	172.30
	VERIZON/FRONTIER		COMMUNITY DEVELOPMENT-	172.30
	VERIZON/FRONTIER		WASTE WATER TREATMENT	172.30
	VERIZON/FRONTIER		PARK & RECREATION FAC	215.38
	VERIZON/FRONTIER		UTIL ADMIN	253.76
80119	WARD, JENNIFER	INSTRUCTOR SERVICES	COMMUNITY CENTER	135.00
80120	WASTE MANAGEMENT	GARBAGE SERVICE @ DEERING	PARK & RECREATION FAC	59.17
80121	WAXIE SANITARY SUPPL	JANITORIAL SUPPLIES	PARK & RECREATION FAC	237.39
80122	WEBSTER, JANET	RENTAL REFUND	GENERAL FUND	100.00
80123	WEED GRAAFSTRA	156TH STREET-COLUMBIA BANK-EAR	GMA - STREET	10,000.00
80124	WESTERN EQUIPMENT	SPRINGS	MAINTENANCE	97.31
80125	WHIDBEY ISLAND BANK	RETAINAGE ON PAY EST #2-SRV CO	WATER CAPITAL PROJECTS	5,528.65
	WHIDBEY ISLAND BANK		GMA - STREET	16,441.56
80126	WHITE CAP CONSTRUCT	SILT FENCING	GENERAL FUND	-12.00
	WHITE CAP CONSTRUCT		PARK & RECREATION FAC	151.44
80127	YORK, MARLENE	REFUND	PARKS-RECREATION	40.00

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

WARRANT TOTAL: **1,480,011.26**
 LESS VOIDS:
 CHECK # 69737 CHECK LOST IN MAIL (708.35)
 CHECK # 75175 CHECK LOST IN MAIL (30.00)
1,479,272.91

Index #2

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: October 22, 2012

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

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the October 5, 2012 payroll in the amount \$1,400,689.49 Check No.'s 25959 through 26005.

COUNCIL ACTION:

Index #8

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: October 22, 2012

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

Please see attached.

RECOMMENDED ACTION: The Finance and Executive Departments recommend City Council approve the October 10, 2012 claims in the amount of \$637,460.06 paid by Check No.'s 80128 through 80288.
COUNCIL ACTION:

BLANKET CERTIFICATION

CLAIMS
FOR
PERIOD-10

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 **\$637,460.06 PAID BY CHECK NO.'S 80128 THROUGH 80288 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 **10TH DAY OF OCTOBER 2012.**

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 10/4/2012 TO 10/10/2012**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
80128	AAA FIRE & SAFETY	CARBON DIOXIDE	WATER/SEWER OPERATION	81.90
80129	ADVANTAGE BUILDING S	JANITORIAL SERVICES	WATER FILTRATION PLANT	40.52
	ADVANTAGE BUILDING S		MAINT OF GENL PLANT	72.86
	ADVANTAGE BUILDING S		COMMUNITY CENTER	358.29
	ADVANTAGE BUILDING S		WASTE WATER TREATMENT	433.54
	ADVANTAGE BUILDING S		ADMIN FACILITIES	578.80
	ADVANTAGE BUILDING S		PUBLIC SAFETY FAC-GENL	650.57
	ADVANTAGE BUILDING S		PARK & RECREATION FAC	775.44
	ADVANTAGE BUILDING S		COURT FACILITIES	1,020.62
	ADVANTAGE BUILDING S		UTIL ADMIN	1,108.91
80130	AFLAC	FLEX INVOICE-SEPTEMBER 2012	PERSONNEL ADMINISTRATIO	45.00
80131	AGROW-TECH	FILL STATION DEPOSIT REFUND	WATER/SEWER OPERATION	89.50
80132	ALENA'S ALTERATIONS	REPAIRS TO WINTER COATS-BRYANT	UTIL ADMIN	43.40
80133	AMSAN SEATTLE	JANITORIAL SUPPLIES	PUBLIC SAFETY FAC-GENL	189.41
	AMSAN SEATTLE		MAINT OF GENL PLANT	403.92
80134	ARAMARK UNIFORM	UNIFORM SERVICE	MAINTENANCE	15.64
	ARAMARK UNIFORM		EQUIPMENT RENTAL	38.72
80135	ARLINGTON POWER	MOWER AND TRIMMER PARTS FOR RE	STORM DRAINAGE	221.15
80136	ARMES, TRACY	REFUND CLASS FEES	PARKS-RECREATION	25.00
80137	ARMOR HOLDINGS FOREN	FINGERPRINTING INK	DETENTION & CORRECTION	19.31
80138	AT BATTERY COMPANY	REPLACEMENT LAPTOP BATTERIES	INFORMATION SERVICES	-18.04
	AT BATTERY COMPANY		COMPUTER SERVICES	227.72
80139	BELMARK PROPERTY MNG	GEDDES MARINA MANAGEMENT-SEPT	STORM DRAINAGE	1,000.00
80140	BICKFORD FORD	DOOR LOCK ACTUATOR ASSEMBLY	EQUIPMENT RENTAL	50.78
	BICKFORD FORD	HEATER FAN MOTOR AND HARNESS	EQUIPMENT RENTAL	103.67
80141	BLACK ROCK CABLE INC	I-NET LEASE	CENTRAL SERVICES	535.94
80142	BLANCHARD, GERI	UB 910850000000 1923 3RD ST	WATER/SEWER OPERATION	26.11
80143	BLONK, REGINALD W	UB 091010000000 9307 51ST AVE	WATER/SEWER OPERATION	133.23
80144	BLUMENTHAL UNIFORMS	UNIFORM CREDIT-RAINWATER	POLICE PATROL	-54.29
	BLUMENTHAL UNIFORMS	UNIFORM-RAINWATER	POLICE PATROL	54.29
	BLUMENTHAL UNIFORMS	UNIFORM-FRANZEN	POLICE PATROL	152.30
	BLUMENTHAL UNIFORMS	UNIFORM-CORNETT	POLICE PATROL	544.97
	BLUMENTHAL UNIFORMS	UNIFORM-CONNELLY	POLICE PATROL	570.04
80145	BONDS, SUE	PUBLIC DISCLOSURE REIMBURSEMEN	OFFICE OPERATIONS	4.98
80146	CANAM FABRICATIONS	SHEARED ALUMINUM PC'S	TRANSPORTATION MANAGEN	173.76
	CANAM FABRICATIONS	ALUMINUM DECKING	PARK & RECREATION FAC	543.00
80147	CARDWELL, IRATXE	INTERPRETER SERVICES	COURTS	100.00
	CARDWELL, IRATXE		COURTS	100.00
80148	CARRS ACE	SIGN AND SIGNAL MAINTENANCE PA	TRANSPORTATION MANAGEN	57.82
	CARRS ACE	ROPE FOR SHOP BAY DOORS	EQUIPMENT RENTAL	73.69
80149	CASTLE, JUDY	UB 933310000000 1816 6TH ST	WATER/SEWER OPERATION	856.26
80150	CEMEX	ASPHALT	SEWER MAIN COLLECTION	136.90
	CEMEX		SEWER MAIN COLLECTION	138.28
	CEMEX		SEWER MAIN COLLECTION	207.08
	CEMEX	CLASS 3 SOIL	SEWER MAIN COLLECTION	295.66
	CEMEX		COMMUNITY DEVELOPMENT	689.86
	CEMEX	ASPHALT	ROADWAY MAINTENANCE	825.55
	CEMEX	CLASS 3 SOIL	SEWER MAIN COLLECTION	2,983.11
	CEMEX		COMMUNITY DEVELOPMENT	6,960.59
80151	CHERYL BUCK INC.	UTILITY REFUND	GENL FUND-OTHER MISC RE'	15.39
80152	CNR, INC	MAINTENANCE CONTRACT-OCT 2012	COMPUTER SERVICES	1,355.79
80153	COMMERCIAL FIRE	SERVICE FIRE EXTINGUISHER	ER&R	78.45
80154	CONCRETE NOR'WEST	GOLF COURSE SAND	MAINTENANCE	725.68
	CONCRETE NOR'WEST		MAINTENANCE	1,438.02
80155	COOP SUPPLY	BTU TORCH	TRAFFIC CONTROL DEVICES	97.73
	COOP SUPPLY	T POSTS AND CABLE TIES	STORM DRAINAGE	291.46
80156	CORNWELL TOOLS	AIR RATCHET	EQUIPMENT RENTAL	397.12

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 10/4/2012 TO 10/10/2012

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
80179	FEDEX	SHIPPING EXPENSE	COMPUTER SERVICES	54.58
80180	FEENEY WIRELESS	PINPOINTX FOR NEW PATROL CARS	POLICE PATROL	1,981.00
80181	FINLEY, JOSEPH	MILEAGE REIMBURSEMENT	COMPUTER SERVICES	39.90
80182	FIRE PROTECTION,INC	FIRE MONITORING AND MAINTENANC	MAINTENANCE	247.07
80183	FLOYD, CHRIS	INSTRUCTOR SERVICES	RECREATION SERVICES	620.93
80184	FRASER-CULLEN, ELIZA	PROTEM SERVICES	MUNICIPAL COURTS	555.00
80185	FREEMAN,TODD & SHELL	REFUND DEPOSIT AND LAST MONTHS	GENERAL FUND	1,925.00
80186	GENERAL CHEMICAL	ALUMINUM SULFATE	WASTE WATER TREATMENT	3,854.54
80187	GLORIA JEANE HAULING	LANE GRIND	ROADWAY MAINTENANCE	1,650.00
80188	GOVCONNECTION INC	HARD DRIVE	CENTRAL SERVICES	140.42
	GOVCONNECTION INC	POWER CORDS	POLICE PATROL	168.22
80189	GRAINGER	WATER QUALITY TOOLS	WATER QUAL TREATMENT	155.19
80190	GRANITE CONST	ASPHALT CREDIT	ROADWAY MAINTENANCE	-2,161.62
	GRANITE CONST	CSS-1	ROADWAY MAINTENANCE	236.96
	GRANITE CONST	ASPHALT	ROADWAY MAINTENANCE	2,173.56
	GRANITE CONST		ROADWAY MAINTENANCE	18,694.98
80191	GRAYBAR ELECTRIC CO	J BOX LIDS	STREET LIGHTING	42.64
	GRAYBAR ELECTRIC CO	SCHOOL ZONE BEACONS	TRANSPORTATION MANAGEM	46.93
	GRAYBAR ELECTRIC CO	CYCLONE LIGHTING (2)	STREET LIGHTING	1,441.38
80192	GREENSHIELDS	CARBON SLEEVE	PARK & RECREATION FAC	9.83
	GREENSHIELDS	4 WAY PICKER	SOURCE OF SUPPLY	460.63
80193	GRIFFEN, CHRIS	PUBLIC DEFENDER SERVICES	LEGAL - PUBLIC DEFENSE	165.00
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	187.50
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	187.50
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	300.00
80194	HD FOWLER COMPANY	TEES, BRASS HARDWARE AND ADAPT	WATER SERVICES	30.47
	HD FOWLER COMPANY	MISC ITEMS FOR EDWARD SPRINGS/	WATER QUAL TREATMENT	44.90
	HD FOWLER COMPANY	KNIFE, BLADES AND COUPLING	WATER SERVICES	90.30
	HD FOWLER COMPANY	METER BOX BASE, BOX AND LID	WATER SERVICE INSTALL	355.67
	HD FOWLER COMPANY	SEAT RING	HYDRANTS	364.96
	HD FOWLER COMPANY	WATCHDOG METER PARTS	WATER CROSS CNTL	1,333.50
	HD FOWLER COMPANY	SUPPLIES FOR MLV 48TH AND 89TH	WATER CAPITAL PROJECTS	2,821.54
80195	HEBERT, LOIS	REFUND CLASS FEES	PARKS-RECREATION	20.00
80196	HELLING, LAURA		PARKS-RECREATION	129.00
80197	HERITAGE PENTECOSTAL	REFUND BUSINESS LICENSE FEE	GENL FUND BUS LIC & PERMI	50.00
80198	HERTZ EQUIPMENT RENT	EXCAVATOR W/BUCKET RENTAL	STORM DRAINAGE	2,805.14
80199	HICKMAN, PATRICIA	REFUND CLASS FEES	PARKS-RECREATION	25.00
80200	HORIZON	FUNGICIDE	MAINTENANCE	292.43
80201	HSBC BUSINESS SOLUTI	SUPPLY REIMBURSEMENT	RECREATION SERVICES	22.40
	HSBC BUSINESS SOLUTI		RECREATION SERVICES	43.25
	HSBC BUSINESS SOLUTI		PERSONNEL ADMINISTRATIO	63.56
	HSBC BUSINESS SOLUTI		UTIL ADMIN	115.46
	HSBC BUSINESS SOLUTI		DETENTION & CORRECTION	457.44
80202	HUDSON, CHAD	REGISTRATION REIMBURSEMENT	ENGR-GENL	300.00
80203	HYLARIDES, LETTIE	INTERPRETER SERVICES	COURTS	212.50
80204	INTERWEST CONSTRUCT	HYDRANT METER REFUND	WATER/SEWER OPERATION	1,057.30
80205	JACKSON, MARY	REFUND CLASS FEES	PARKS-RECREATION	30.00
80206	JW TEL-TRONICS, INC.	SERVICE CALL-FRAME RATE SYSTEM	EXECUTIVE ADMIN	204.66
80207	KEITH, ARENA	REFUND CLASS FEES	PARKS-RECREATION	58.00
80208	KENNEDY/JENKS CONSUL	PROFESSIONAL SERVICES	COMMUNITY DEVELOPMENT	3,309.10
80209	KUPRIYANOVA, SVETLAN	INTERPRETER SERVICES	COURTS	150.00
	KUPRIYANOVA, SVETLAN		COURTS	150.00
	KUPRIYANOVA, SVETLAN		COURTS	150.00
80210	L.E.E.D.	AMMUNITION	POLICE TRAINING-FIREARMS	2,325.07
80211	LABOR & INDUSTRIES	L & I 3RD QTR 2012	MUNICIPAL COURTS	55.02
	LABOR & INDUSTRIES		MUNICIPAL COURTS	76.53
	LABOR & INDUSTRIES		POLICE PATROL	178.36

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 10/4/2012 TO 10/10/2012**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
80211	LABOR & INDUSTRIES	L & I 3RD QTR 2012	COMMUNITY CENTER	195.85
	LABOR & INDUSTRIES		RECREATION SERVICES	336.18
80212	LAKE STEVENS SCHOOL	MITIGATION FEES-SEPT 2012	SCHOOL MIT FEES	10,484.00
80213	LES SCHWAB TIRE CTR	TRAILER TIRES (2)	EQUIPMENT RENTAL	334.28
	LES SCHWAB TIRE CTR	DRIVE AXLE TIRES, WHEEL STUD A	EQUIPMENT RENTAL	2,241.79
80214	LEWIS, CHRIS	UB 761361500001 6407 72ND DR N	WATER/SEWER OPERATION	52.86
80215	LICENSING, DEPT OF	MARTIN, LORINDA (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	SINCE, CHARLES (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	SMITH, JEDIDIAH (LT RENEWAL)	GENERAL FUND	21.00
80216	LOEWEN ELECTRIC	REFUND ELECICAL PERMIT FEES-P	COMMUNITY DEVELOPMENT	51.05
80217	LOWES HIW INC	CABINET INSTALL TEMPLATE	COMMUNITY CENTER	4.09
	LOWES HIW INC	DRAWER INSTALL TEMPLATE	COMMUNITY CENTER	4.12
	LOWES HIW INC	CONTACT CEMENT AND PEST CONTRO	COURT FACILITIES	5.40
	LOWES HIW INC		COMMUNITY CENTER	8.62
80218	MAILFINANCE	LEASE PAYMENT	CITY CLERK	22.93
	MAILFINANCE		EXECUTIVE ADMIN	22.93
	MAILFINANCE		FINANCE-GENL	22.93
	MAILFINANCE		PERSONNEL ADMINISTRATIO	22.93
	MAILFINANCE		UTILITY BILLING	22.93
	MAILFINANCE		LEGAL - PROSECUTION	22.93
	MAILFINANCE		COMMUNITY DEVELOPMENT-	22.93
	MAILFINANCE		ENGR-GENL	22.93
	MAILFINANCE		UTIL ADMIN	22.93
	MAILFINANCE		POLICE INVESTIGATION	22.93
	MAILFINANCE		POLICE PATROL	22.94
	MAILFINANCE		OFFICE OPERATIONS	22.94
	MAILFINANCE		DETENTION & CORRECTION	22.94
	MAILFINANCE		POLICE ADMINISTRATION	22.94
80219	MARYSVILLE PRINTING	ENVELOPES	POLICE PATROL	488.70
80220	MARYSVILLE SCHOOL	MITIGATION FEES-SEPT 2012	SCHOOL MIT FEES	55,419.00
80221	MATERIALS TESTING &	PROFESSIONAL SERVICES	ROADS/STREETS CONSTRUC	8,854.50
80222	MCPHERSON, BARBARA	REFUND CLASS FEES	PARKS-RECREATION	30.00
80223	MEGAPATH CORPORATION	INTERNET SERVICES	COMPUTER SERVICES	263.83
80224	METCALF, SHELLEY	INSTRUCTOR SERVICES	RECREATION SERVICES	495.36
80225	MOORE, DEBBIE	REFUND CLASS FEES	PARKS-RECREATION	42.00
80226	MORTON, VISOCHANEA	INSTRUCTOR SERVICES	COURTS	150.00
80227	NATIONAL BARRICADE	ARROW BOARD RENTAL	SEWER MAIN COLLECTION	119.46
	NATIONAL BARRICADE	MARKING TAPE	ROADWAY MAINTENANCE	230.23
	NATIONAL BARRICADE	MULTIPLE SIGNS	TRANSPORTATION MANAGEM	1,110.76
80228	NEXTEL	ACCT #130961290	SEWER LIFT STATION	46.72
	NEXTEL		WATER FILTRATION PLANT	46.73
80229	NGUYEN, HANNA	INTERPRETER SERVICES	COURTS	150.00
80230	NORTH COAST ELECTRIC	SWITCHES	WATER RESERVOIRS	177.06
80231	NORTH SOUND HOSE	SUCTION AND DISCHARGE HOSES	SOURCE OF SUPPLY	587.76
80232	NORTHWEST CASCADE	HONEY BUCKET	RECREATION SERVICES	325.00
	NORTHWEST CASCADE	HONEY BUCKET (4)	RECREATION SERVICES	522.40
80233	OFFICE DEPOT	OFFICE SUPPLIES	MUNICIPAL COURTS	8.68
	OFFICE DEPOT		POLICE PATROL	11.57
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	22.66
	OFFICE DEPOT		POLICE INVESTIGATION	24.81
	OFFICE DEPOT		UTIL ADMIN	27.64
	OFFICE DEPOT		ENGR-GENL	27.65
	OFFICE DEPOT		POLICE PATROL	36.53
	OFFICE DEPOT		MUNICIPAL COURTS	41.25
	OFFICE DEPOT		POLICE INVESTIGATION	55.06
	OFFICE DEPOT		OFFICE OPERATIONS	56.94
	OFFICE DEPOT		OFFICE OPERATIONS	58.25

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 10/4/2012 TO 10/10/2012

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
80233	OFFICE DEPOT	OFFICE SUPPLIES	POLICE INVESTIGATION	65.81
	OFFICE DEPOT		POLICE INVESTIGATION	118.57
	OFFICE DEPOT		POLICE PATROL	130.68
	OFFICE DEPOT		POLICE PATROL	130.68
	OFFICE DEPOT		POLICE PATROL	146.53
	OFFICE DEPOT		POLICE PATROL	166.66
	OFFICE DEPOT		POLICE INVESTIGATION	173.72
	OFFICE DEPOT		LEGAL-GENL	199.68
	OFFICE DEPOT		MUNICIPAL COURTS	212.08
	OFFICE DEPOT		EQUIPMENT RENTAL	307.85
80234	ORR, JAMES	REFUND RENTAL DEPOSIT	GENERAL FUND	100.00
80235	PACIFIC NW BUSINESS	TONER	EXECUTIVE ADMIN	39.04
	PACIFIC NW BUSINESS		FINANCE-GENL	79.22
	PACIFIC NW BUSINESS		MUNICIPAL COURTS	149.82
	PACIFIC NW BUSINESS		POLICE ADMINISTRATION	185.55
	PACIFIC NW BUSINESS		MUNICIPAL COURTS	356.10
80236	PACIFIC SURVEY SUPPL	BATTERIES AND CHARGERS	GENERAL FUND	-67.31
	PACIFIC SURVEY SUPPL		POLICE PATROL	849.89
80237	PARTS STORE, THE	CREDIT-BALL JOINT	EQUIPMENT RENTAL	-95.72
	PARTS STORE, THE	ADHESIVE REMOVER	EQUIPMENT RENTAL	25.22
	PARTS STORE, THE	ABSORBENT AND OIL FILTERS	ER&R	58.80
	PARTS STORE, THE	BATTERY	EQUIPMENT RENTAL	86.87
	PARTS STORE, THE	HUB ASSEMBLY AND BALL JOINT	EQUIPMENT RENTAL	228.65
	PARTS STORE, THE	OIL, LED LIGHTS, BATTERIES AND	ER&R	371.02
	PARTS STORE, THE	SUSPENSION PARTS	EQUIPMENT RENTAL	791.94
80238	PEACE OF MIND	MINUTE TAKING SERVICE	CITY CLERK	130.20
80239	PENOYER, CHERYL	REFUND CLASS FEES	PARKS-RECREATION	25.00
	PENOYER, CHERYL		PARKS-RECREATION	25.00
80240	PETROCARD SYSTEMS	FUEL CONSUMED	STORM DRAINAGE	60.14
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	99.52
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	287.10
	PETROCARD SYSTEMS		BUILDING MAINTENANCE	604.91
	PETROCARD SYSTEMS		PARK & RECREATION FAC	618.43
	PETROCARD SYSTEMS		GENERAL SERVICES - OVERH	1,724.49
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	4,004.59
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	4,409.43
	PETROCARD SYSTEMS		POLICE PATROL	8,448.13
80241	PHAM, JOSEPH	INTERPRETER SERVICES	COURTS	125.00
80242	PILCHUCK AUDUBON	INSTRUCTOR SERVICES	RECREATION SERVICES	112.20
80243	PLATT	LAMPS AND HARDWARE	UTIL ADMIN	-16.17
	PLATT		UTIL ADMIN	32.34
80244	POST, DAVID	UB 100140000001 9202 46TH DR N	WATER/SEWER OPERATION	2.71
80245	POTTER, ALICIA	REFUND CLASS FEES	PARKS-RECREATION	45.00
80246	PRECISION SMALL ENG	TANK CLEANER	GOLF COURSE	-12.96
	PRECISION SMALL ENG		MAINTENANCE	163.57
80247	PRESNELL, RONALD	UB 040150000000 6918 88TH PL N	WATER/SEWER OPERATION	32.64
80248	PSSP - PUGET SOUND	SECURITY SERVICES	PROBATION	753.38
	PSSP - PUGET SOUND		MUNICIPAL COURTS	2,260.12
80249	PUBLIC FINANCE INC.	LID ADMINISTRATION	NON-DEPARTMENTAL	226.95
	PUBLIC FINANCE INC.		ENTERPRISE D/S	226.95
80250	PUD	ACCT #2045-8436-1	STREET LIGHTING	6.05
	PUD	ACCT #2021-7786-1	PUMPING PLANT	28.91
	PUD	ACCT #2013-8099-5	PUMPING PLANT	29.89
	PUD	ACCT #2042-5946-9	TRAFFIC CONTROL DEVICES	31.38
	PUD	ACCT #2042-6034-3	TRAFFIC CONTROL DEVICES	31.38
	PUD	ACCT #2042-6262-0	TRAFFIC CONTROL DEVICES	31.38
	PUD	ACCT #2026-7070-9	STREET LIGHTING	69.27

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 10/4/2012 TO 10/10/2012

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
80250	PUD	ACCT #2033-4458-5	STREET LIGHTING	74.72
	PUD	ACCT #2006-6043-9	STREET LIGHTING	83.67
	PUD	ACCT #2025-7611-2	STREET LIGHTING	97.87
	PUD	ACCT #2039-9634-3	STREET LIGHTING	116.54
	PUD	ACCT #2023-6819-7	PUMPING PLANT	159.97
	PUD	UTILITY SERVICE-SHASTA RIDGE P	PARK & RECREATION FAC	163.09
	PUD	ACCT #2001-6459-8	SOURCE OF SUPPLY	209.59
	PUD	ACCT #2030-0599-6	TRANSPORTATION MANAGEM	413.96
	PUD	ACCT #2027-4261-5	MAINTENANCE	608.58
	PUD	ACCT #2025-7611-2	STREET LIGHTING	1,859.67
	PUD	ACCT #2026-0420-3	STREET LIGHTING	2,823.46
	PUD	ACCT #2010-9896-9	PUMPING PLANT	3,213.34
	PUD	ACCT #2026-0420-3	STREET LIGHTING	3,742.72
	PUD	ACCT #2028-8209-8	STREET LIGHTING	8,097.29
	PUD		STREET LIGHTING	12,664.99
80251	PUGET SOUND SECURITY	DUPLICATE KEYS	EQUIPMENT RENTAL	7.05
	PUGET SOUND SECURITY		POLICE PATROL	7.05
80252	RAIN FOR RENT	BAUER END CAP AND PUMP	SEWER LIFT STATION	548.31
80253	RICOH USA, INC.	COPIER CHARGES-CREDIT FOR INCO	COMPUTER SERVICES	-2,981.53
	RICOH USA, INC.	COPIER CHARGES	PROBATION	3.72
	RICOH USA, INC.		COMMUNITY CENTER	4.09
	RICOH USA, INC.		WASTE WATER TREATMENT	7.90
	RICOH USA, INC.		GENERAL SERVICES - OVERT	8.67
	RICOH USA, INC.		MAINTENANCE	12.38
	RICOH USA, INC.		UTILITY BILLING	22.66
	RICOH USA, INC.		CITY CLERK	25.27
	RICOH USA, INC.		FINANCE-GENL	25.27
	RICOH USA, INC.		PARK & RECREATION FAC	53.34
	RICOH USA, INC.		POLICE PATROL	60.11
	RICOH USA, INC.		MUNICIPAL COURTS	70.60
	RICOH USA, INC.		PERSONNEL ADMINISTRATIO	71.04
	RICOH USA, INC.		ENGR-GENL	72.04
	RICOH USA, INC.		LEGAL - PROSECUTION	94.69
	RICOH USA, INC.		EXECUTIVE ADMIN	101.67
	RICOH USA, INC.		DETENTION & CORRECTION	131.13
	RICOH USA, INC.		UTIL ADMIN	147.02
	RICOH USA, INC.		POLICE INVESTIGATION	171.31
	RICOH USA, INC.		COMMUNITY DEVELOPMENT-	265.30
	RICOH USA, INC.		OFFICE OPERATIONS	580.05
	RICOH USA, INC.	COPIER CHARGES-INCORRECT INVOI	COMPUTER SERVICES	2,981.53
80254	ROBERTS, RHODA	REFUND CLASS FEES	PARKS-RECREATION	30.00
80255	RONDO, MARIA	UB 767700000000 7700 64TH PL N	GARBAGE	1.33
	RONDO, MARIA		WATER/SEWER OPERATION	39.26
80256	RUSDEN, JOHN	PROTEM SERVICE	MUNICIPAL COURTS	185.00
80257	SANDBLASTERS INC	SAND BLAST AND POWDER COAT PIP	STORM DRAINAGE	67.87
	SANDBLASTERS INC		SEWER MAIN COLLECTION	67.88
80258	SISKUN POWER EQUIPME	FITTING FOR PRESSURE WASHER	WATER RESERVOIRS	49.12
80259	SMOKEY POINT CONCRET	BROKEN CONCRETE	WATER SERVICES	37.71
	SMOKEY POINT CONCRET	ECOLOGY BLOCKS	WATER RESERVOIRS	347.52
80260	SNAP-ON INCORPORATED	HEX AND DRIVER SETS	EQUIPMENT RENTAL	560.63
80261	SNO CO TREASURER	2012 PROPERTY TAXES-GEDDES MAR	UTIL ADMIN	29.98
80262	SNO CO TREASURER	CRIME VICTIM/WITNESS FUNDS	CRIME VICTIM	1,983.68
80263	SOMMERFELD, JANICE	REFUND CLASS FEES	PARKS-RECREATION	25.00
80264	SOUND POWER	TRIGGER INTERLOCK AND STARTER	PARK & RECREATION FAC	33.66
	SOUND POWER	DIAMOND EDGE LINE-DOC	STORM DRAINAGE	35.95
	SOUND POWER	CHAIN SAW AND CHAIN LOOP	MAINTENANCE	285.51
80265	SOUND SAFETY	SHIRTS W/CITY LOGO	UTIL ADMIN	97.31

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 10/4/2012 TO 10/10/2012

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
80265	SOUND SAFETY	BOOTS-EYER	STORM DRAINAGE	166.99
	SOUND SAFETY	GLOVES	ER&R	376.46
	SOUND SAFETY	TEAM MARYSVILLE TSHIRTS (114)	ER&R	393.14
80266	SPRINGBROOK NURSERY	TRUCK RENTAL	SEWER MAIN COLLECTION	2,977.50
80267	STATE PATROL	ACCESS USER FEE	OFFICE OPERATIONS	534.00
80268	STEHR, VAUGHN	UB 844000030000 7007 78TH DR N	WATER/SEWER OPERATION	15.74
80269	STRATEGIES 360	PROFESSIONAL SERVICES	NON-DEPARTMENTAL	1,788.39
80270	SYNSTEBY, CHRISTY	REFUND CLASS FEES	PARKS-RECREATION	20.00
	SYNSTEBY, CHRISTY		PARKS-RECREATION	40.00
80271	TESSCO	ANTENNAS AND CABLE	ER&R	359.87
80272	TRAFFIC SAFETY SUPPL	CARSONITE MARKERS	STORM DRAINAGE	655.49
80273	TULALIP CHAMBER	BUSINESS BEFORE HOURS MTG (6)	EXECUTIVE ADMIN	69.00
	TULALIP CHAMBER		CITY COUNCIL	69.00
80274	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	11.22
	UNITED PARCEL SERVIC		STORM DRAINAGE	12.16
80275	VAN DAM'S ABBEY	RUBBER BASE	PUBLIC SAFETY FAC-GENL	10.00
	VAN DAM'S ABBEY	CARPET INSTALLATION	PUBLIC SAFETY FAC-GENL	369.31
80276	VERIZON/FRONTIER	ACCT #572477380-00001	WASTE WATER TREATMENT	18.68
	VERIZON/FRONTIER		UTIL ADMIN	18.68
80277	VERIZON/FRONTIER	PHONE CHARGES	CRIME PREVENTION	7.04
	VERIZON/FRONTIER		ANIMAL CONTROL	7.04
	VERIZON/FRONTIER		LEGAL-GENL	7.04
	VERIZON/FRONTIER		PURCHASING/CENTRAL STOF	7.04
	VERIZON/FRONTIER		CITY CLERK	14.07
	VERIZON/FRONTIER		YOUTH SERVICES	14.07
	VERIZON/FRONTIER		COMMUNITY CENTER	14.07
	VERIZON/FRONTIER		SOLID WASTE CUSTOMER E>	14.07
	VERIZON/FRONTIER		PURCHASING/CENTRAL STOF	14.07
	VERIZON/FRONTIER		PERSONNEL ADMINISTRATIO	21.11
	VERIZON/FRONTIER		STORM DRAINAGE	21.11
	VERIZON/FRONTIER		GOLF ADMINISTRATION	21.11
	VERIZON/FRONTIER		EQUIPMENT RENTAL	21.11
	VERIZON/FRONTIER		FINANCE-GENL	28.14
	VERIZON/FRONTIER		EXECUTIVE ADMIN	35.18
	VERIZON/FRONTIER		LEGAL - PROSECUTION	35.18
	VERIZON/FRONTIER		RECREATION SERVICES	35.18
	VERIZON/FRONTIER		PARK & RECREATION FAC	35.18
	VERIZON/FRONTIER		COMPUTER SERVICES	35.18
	VERIZON/FRONTIER	ACCT #36065173190324995	TRAFFIC CONTROL DEVICES	50.13
	VERIZON/FRONTIER	ACCT #36065726090519995	TRAFFIC CONTROL DEVICES	52.50
	VERIZON/FRONTIER	ACCT #36065833580311025	POLICE PATROL	53.87
	VERIZON/FRONTIER	PHONE CHARGES	POLICE ADMINISTRATION	56.29
	VERIZON/FRONTIER		POLICE INVESTIGATION	56.29
	VERIZON/FRONTIER		UTILITY BILLING	63.32
	VERIZON/FRONTIER		GENERAL SERVICES - OVERH	63.32
	VERIZON/FRONTIER		ENGR-GENL	70.36
	VERIZON/FRONTIER		OFFICE OPERATIONS	70.36
	VERIZON/FRONTIER		MUNICIPAL COURTS	77.40
	VERIZON/FRONTIER		WASTE WATER TREATMENT	77.40
	VERIZON/FRONTIER		DETENTION & CORRECTION	98.50
	VERIZON/FRONTIER		COMMUNITY DEVELOPMENT-	140.72
	VERIZON/FRONTIER		UTIL ADMIN	140.72
	VERIZON/FRONTIER		POLICE PATROL	288.48
80278	VINYL SIGNS & BANNER	CLOSURE SIGNS	PARK & RECREATION FAC	90.51
80279	WA STATE TREASURER	PUBLIC SAFETY & BLDG REVENUE-S	GENERAL FUND	693.00
	WA STATE TREASURER		GENERAL FUND	48,428.30
80280	WALSH, PEGGY	REFUND CLASS FEES	PARKS-RECREATION	45.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 10/4/2012 TO 10/10/2012

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
80281	WASTE MANAGEMENT	YARDWASTE AND RECYCLE SERVICE	RECYCLING OPERATION	85,573.20
80282	WAXIE SANITARY SUPPL	JANITORIAL SUPPLIES	PARK & RECREATION FAC	393.35
80283	WEED GRAAFSTRA	LEGAL SERVICES	LEGAL-GENL	423.00
	WEED GRAAFSTRA		SEWER MAIN COLLECTION	1,039.47
	WEED GRAAFSTRA		ROADS/STREETS CONSTRUC	1,630.00
	WEED GRAAFSTRA		UTIL ADMIN	4,119.00
	WEED GRAAFSTRA		UTIL ADMIN	4,921.00
	WEED GRAAFSTRA		LEGAL-GENL	7,786.50
	WEED GRAAFSTRA		UTIL ADMIN	7,786.50
	WEED GRAAFSTRA		STORM DRAINAGE	8,090.50
80284	WESTERN PETERBILT	AIR ATTACHMENT	SOLID WASTE OPERATIONS	115.94
80285	WHALEY, CAROL	REFUND CLASS FEES	PARKS-RECREATION	25.00
80286	WILKE, MIKE		PARKS-RECREATION	25.00
80287	YAMAHA MOTOR CORP	GOLF CART LEASE	PRO-SHOP	1,164.61
80288	ZABOROWSKI, JESSICA	REFUND CLASS FEES	PARKS-RECREATION	33.00

WARRANT TOTAL:

637,460.06

- REASON FOR VOIDS:**
 INITIATOR ERROR
 WRONG VENDOR
 CHECK LOST IN MAIL
 UNCLAIMED PROPERTY

Index #3

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: October 22, 2012

AGENDA ITEM: Shasta Ridge PRD Phase 4 - Final Plat	AGENDA SECTION: New Business	
PREPARED BY: Cheryl Dungan, Senior Planner	APPROVED BY:	
ATTACHMENTS: 1. Hearing Examiner’s Decision dated 10/27/2009 2. Developer Agreement 3. Site Plan 4. Final Plat Checklist		
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

DESCRIPTION:

On October 27, 2009, the Hearing Examiner approved the substantial revision to the approved preliminary plat of Shasta Ridge, creating 110 lots on approximately 17.55 acres. The preliminary plat is also subject to a Developer Agreement approved by the City Council and recorded under AF# 200910200400. The applicant is constructing the project in four (4) phases. Phase 4, which consists of 13 lots, has been constructed.

The plat is generally located on the west side of 83rd Ave NE, approximately 300 feet south of the 83rd Ave NE/40th St NE intersection.

The applicant has met all conditions of final plat approval.

RECOMMENDED ACTION: City staff recommends the City Council approve and authorize the Mayor to sign the Final Plat of Shasta Ridge Phase 4.
COUNCIL ACTION:

Received

OCT 2 R 2009

City of Marysville
Community Development

CITY OF MARYSVILLE
Hearing Examiner
Findings, Conclusions and Decision

APPLICANT: Shasta Ridge, LLC

CASE NO.: PA 09029

LOCATION: West side of 83rd Ave. NE, approximately 300-feet south of the 83rd Ave. NE/40th St. intersection, on Assessor Parcel Numbers (APN) 00590700021500, 00590700021800, and 00590700023800.

APPLICATION: Request for a substantial revision to an approved Snohomish County preliminary plat to allow a 110-lot PRD, including 92 SF attached units and 18 SF detached units; with utilization of Residential Density Incentives (RDI).

SUMMARY OF DECISION:

Planning Staff Recommendation: Approve with conditions

Hearing Examiner Decision: Approve with conditions

PUBLIC HEARING:

After reviewing the official file, which included the Staff Advisory Report, and after visiting the site, the Hearing Examiner conducted a public hearing on the application. The hearing on the application was opened at 7:02 p.m., October 22, 2009, in the Council Chambers, Marysville, Washington, and closed at 7:06 p.m. Participants at the public hearing are listed in the minutes of the hearing. A verbatim recording of the hearing and more complete minutes are available in the Community Development Department. A list of exhibits offered and entered at the hearing and a list of parties of record are attached to this report.

HEARING COMMENTS:

As noted in the minutes of the hearing, comments were offered by:

Cheryl Dungan, Planning Manager

Aaron Metcalf, Belmark Industries, for the applicant

No one from the general public spoke at the public hearing.

WRITTEN COMMENTS:

Prior to the hearing, two letters were received on this issue and entered into the record as Exhibit 28. The letters were addressed in the staff advisory report to the Hearing Examiner.

REQUEST:

The applicant is requesting preliminary plat approval of a Planned Residential Development (PRD) consisting of a total of 110 lots, including 92 attached single-family dwelling units and 18 detached single family dwelling units. The proposal includes the utilization of residential density incentives, including the construction of, and dedication to the City, of an approximately 1.5-acre active public park. In addition to the public park, approximately 3.7 acres are being set aside as wetland and Native Growth Protection Area (NGPA). The request represents a substantial revision to a 73-lot preliminary plat that was originally approved by Snohomish County. Construction of roads, utilities, and stormwater facilities have been substantially completed on the site; however, the applicant has indicated that the preliminary plat approved by the County can no longer be developed due to adverse market conditions and the inability to secure financing.

PROJECT HISTORY:

Shasta Ridge, LLC submitted an application to Snohomish County on April 24, 2006 for a 73-lot single family subdivision of 17.55 acres utilizing lot size averaging, with concurrent rezone from R-9,600 to R-8,400. The application was determined to be complete on May 22, 2006. A Determination of Non-Significance was issued on October 20, 2006 and the Snohomish County Hearing Examiner issued preliminary plat approval on January 8, 2007. The subject property was annexed to the City of Marysville on December 1, 2006 (Ord. 2661). The applicant submitted civil construction plans to the City of Marysville for review consistent with Snohomish County regulations, pursuant to the *Interlocal Agreement Between The City of Marysville And Snohomish County Concerning Annexation and Urban Development Within the Marysville Urban Growth Area*. The construction plans were approved on May 16, 2007 and construction was subsequently commenced on-site. The site has been graded, and site infrastructure, including streets, water, sewer and stormwater drainage facilities, have been installed according to the originally approved plat design. On August 4, 2009, the applicant submitted a complete application to the City of Marysville for a substantial revision to the county-approved plat. A Notice of application was provided consistent with Marysville Municipal Code requirements and a neighborhood meeting was held on August 26, 2009. On September 28th, 2009 the City Council held a public hearing to consider a Developer Agreement with Shasta Ridge, LLC and approved the agreement at the hearing.

FINDINGS CONCLUSIONS AND DECISION:

Having considered the entire record in this matter, the Hearing Examiner now makes and enters the following:

A. FINDINGS AND CONCLUSIONS:

1. The information contained in Sections I and II of the Staff Advisory Report (Hearing Examiner Exhibit 53), as corrected by staff at the hearing, is found by the Hearing Examiner to be supported by the evidence presented during the hearing and by this reference is adopted as portion of the Hearing Examiner's findings and conclusions. A copy of said report is available in the Community Development Department.
2. The minutes of the meeting accurately summarize the testimony offered at the hearing and by this reference are entered into the official record.
3. The applicant's representative noted at the hearing that the proposed development is intended to be "affordable housing" and not "low income housing" as had been discussed by one of the neighbors. He said there would be no government financial assistance for the proposed development.
4. If approved as conditioned below, the development will be consistent with the comprehensive plan and will meet the requirements and intent of the Marysville Municipal Code.
5. If approved as conditioned below, the development will make adequate provisions for open space, environmentally sensitive areas, drainage streets and other public ways, water supply, sanitary wastes, public utilities and infrastructure, parks and recreation facilities, playgrounds, sites for schools and school grounds.
6. If approved as conditioned below, the development will be beneficial to the public health, safety and welfare and will be in the public interest.
7. If approved as conditioned below, the development will not lower the level of service of transportation and/or neighborhood park facilities below the minimum standards established within the comprehensive plan.
8. The area, location and features of land proposed for dedication are a direct result of the development proposal are reasonably needed to mitigate the effects of the development, and are proportional to the impacts created by the development.

B. DECISION:

Based upon the foregoing findings of fact and conclusions, the substantial revision to an approved County preliminary plat to allow the 110 lot PRD preliminary plat, preliminary site plan, and utilization of Residential Density Incentives is hereby approved, subject to the following conditions:

1. Prior to final plat approval, the applicant shall be required to grant a recreational easement to the City of Marysville through Tract 999 to allow public access to the planned regional trail

within the abutting power line corridor. Draft easement language shall be submitted to the Community Development Department for review and approval prior to recording.

2. Prior to a final building inspection being granted, ribbon driveways within the development shall be planted with a low maintenance, slow growing, dense growing, hardy type grass such as, but not limited to, the *Baron* variety of *Kentucky Bluegrass*. Alternative vegetative material may be used subject to the approval of the Community Development Department.
3. Prior to final plat approval, the applicant shall submit a detailed park design plan to the City for review and approval.
4. Lot landscaping shall be installed consistent with the 10/06/09 landscape plan submittal or as otherwise approved by the Community Development Department.
5. Development of and future use of the site shall be in accordance with the approved Development Agreement. (MDNS #2)
6. The auto court shall comply with the following minimum requirements (MDNS #4):
 - The auto court shall be constructed with scored concrete, paving blocks, bricks, or other ornamental pavers that clearly indicate that the entire surface is intended for pedestrians as well as vehicles.
 - The court end of the auto court shall be sized to provide a minimum of 24-foot back up distance from the end of any garage, driveway apron, or parking area and the ability for vehicles to turn around must be demonstrated.
7. Within 90 days of sanitary sewer being available from the future planned route to the west of the Shasta Ridge subdivision, Shasta Ridge, LLC, or future owner(s) or assign(s), shall abandon the temporary portion of the subject sewer main in accordance with City of Marysville requirements and re-route sewer for the Shasta Ridge subdivision via the line to the west. (MDNS #5)
8. Prior to final subdivision approval, a six-foot fence constructed of cedar, or other material approved by the Community Development Department, shall be constructed at the north and south stubs of the development's north/south road and signage shall be installed that indicates that the road will be extended in the future. (MDNS #6)
9. Prior to final subdivision approval, the applicant shall provide a wetland buffer enhancement/planting and monitoring plan in accordance with Chapter 19.24 MMC. Enhancement shall be completed prior to final plat approval. (MDNS #7)

10. The applicant shall participate on a proportionate share basis towards the City's street system. 40th St. (Sunnyside Blvd. to 83rd Ave. NE) is included in the adopted fee basis for Traffic Impact Fee (TIF) calculations; therefore, the construction costs of 40th St. NE may be credited toward the project's traffic impact fees. In order to determine the amount of credit for which the applicant is eligible, an itemized list of costs associated with the construction of the road shall be submitted for review. Payment of any owing traffic impact fees shall be made prior to final subdivision approval. (MDNS #8)
11. The applicant shall participate on a proportionate share basis towards the County's street system in the amount of **\$24,613.94**. Payment shall be made prior to final subdivision approval. (MDNS #9)
12. Prior to final subdivision approval, the applicant shall submit an itemized list of costs associated with construction of the public park in order to determine the credit in park impact fees for which the applicant is eligible. (MDNS #10)

Approval of a preliminary subdivision does not guarantee the development yield depicted thereon. A preliminary plat is only "a neat and approximate drawing showing the layout of a proposed subdivision...together with any supporting exhibits...". The yield depicted thereon may have to be reduced for final plat approval if it is found through the final plat review process that the plat as preliminarily approved cannot meet all the applicable minimum standards. Under no circumstances may the development yield be increased without prior public hearing review.

Dated this 27th day of October 2009



Ron McConnell, FAICP
Hearing Examiner

RECONSIDERATION:

A party to a public hearing may seek reconsideration only of a final decision by filing a written request for reconsideration with the director within fourteen (14) days of the final written decision. The request shall comply with MMC 15.11.020(3). The examiner shall consider the request within seven (7) days of filing the same. The request may be decided without public comment or argument by the party filing the request. If the request is denied, the previous action shall become final. If the request is granted, the hearing examiner may immediately revise and reissue its decision. Reconsideration should be granted only when a legal error has occurred or a material factual issue has been overlooked that would change the previous decision.

JUDICIAL APPEAL:

- (1) Appeals from the final decision of the hearing examiner, or other city board or body involving MMC Titles 15 to 20 and for which all other appeals specifically authorized have been timely exhausted, shall be made to Snohomish County superior court pursuant to the Land Use Petition Act, RCW 36.70C within 21 days of the date the decision or action became final, unless another applicable appeal process or time period is established by state law or local ordinance.
- (2) Notice of the appeal and any other pleadings required to be filed with the court shall be served as required by law within the applicable time period. This requirement is jurisdictional.
- (3) The cost of transcribing and preparing all records ordered certified by the court or desired by the appellant for such appeal shall be borne by the appellant. The record of the proceedings shall be prepared by the City or such qualified person as it selects. The appellant shall post with the city clerk prior to the preparation of any records an advance fee deposit in the amount specified by the city clerk. Any overage will be promptly returned to the appellant.

EXHIBITS:

The following exhibits were offered and entered into the record:

1. Receipts
2. Checklist for Planned Residential Developments (PRD)
3. Master Permit Application
4. Shasta Ridge Application Submittal Cover letter, 08.04.09
5. CC& R's
6. Bylaws of Shasta Ride Homeowners
7. Wetland Resources, Inc- Critical Areas and IDD Wetland Mitigation Plan
8. Sno. Co. Traffic Worksheet
9. Gibson Traffic- Traffic Memorandum, 07.08.09
10. Gibson Traffic- Traffic Memorandum, 08.03.09
11. Group 4- Final Drainage Report, 07.20.09
12. Environmental Checklist
13. 8 ½ x 11 Floor Plans
14. 8 ½ x 11 Color photos
15. 11 x 17 Site Plan
16. Shasta Ridge Landscape Plan
17. 24 x 36 Landscape Plan
18. 24 x 36 Site Plan
19. Chicago Title- Title report
20. Letter of Complete Application, 08.04.09

21. RFR Checklist
22. Affidavit of Posting-NOA
23. Affidavit of Publication
24. School District Facility faxes, 08.13.09
25. Msvl School District Facility Use Permit
26. Neighborhood Meeting mailing
27. RFR Agency responses
28. Neighbor response letters/emails
29. Traffic Mitigation Offer to Snohomish County
30. Development Agreement by and between City of Marysville and Shasta Ridge
31. Kentucky Bluegrass Varieties
32. Variance request Approval letter, 09.03.09
33. Affidavit of posting- MDNS
34. Affidavit of posting *Revised* MDNS
35. MDNS, 09.02.09
36. Affidavit of posting- Hearing before City Council
37. Affidavit of Boundary Line Adjustment
38. 24 x 36 Site Plan
39. Shasta Ridge Preliminary Plat Revisions, 09.16.09
40. RFR Checklist
41. 24 x 36 Supplemental Roadway Sewer & Drainage Plan
42. 2nd RFR – Agency responses
43. Driveways/photos Memo
44. Washington Plant List
45. 11 x 17 Phase map
46. Shasta Ridge Impervious Area Analysis, 09.21.09
47. 24 x 36 Landscape Plan
48. Wetland Resources- Addendum to the CAR study & Mitigation Plan, 10.01.09
49. Notice of Hearing before the Hearing Examiner
50. Affidavit of Posting-NOH
51. *Revised* Affidavit of Posting-NOH
52. Ordinance 2784
53. Staff Recommendation, 10.15.09
54. Affidavit of Publication-NOH

PARTIES of RECORD:

Brodie Young
Shasta Ridge, LLC
505 Cedar Ave., Suite B-1
Marysville, WA 98270

Aaron Metcalf
Belmark Industries, Inc.
505 Cedar Ave., Suite B-1
Marysville, WA 98270

Floyd and Cathy Ryan
4212 -83rd Avenue NE
Marysville, WA 98270

Ted Trepanier
Trepanier Engineering
1601 Broadway
Everett, WA 98201

Community Development Department

COVER SHEET

Return Address:

CITY OF MARYSVILLE
80 COLUMBIA AVENUE
MARYSVILLE, WA 98270

CONFORMED COPY
200910200400 29 PGS
10/20/2009 11:22am \$90.00
SNOHOMISH COUNTY, WASHINGTON

(Please print or type information)

Document Title(s): (or transactions contained therein) Jones Crk repairs
Development Agreement

Grantor(s): (Last name first, then first name and initials)

Shasta Ridge, LLC

Grantee(s): (Last name first, then first name and initials)

THE CITY OF MARYSVILLE

Legal description: (abbreviated - i.e., lot, block, plat or section,
township, range, qtr./qtr.)

Parcel 2 of Snohomish County Boundary Line Adjustment recorded
under File number 200705070438, and Tract 218, Sunnyside Five Acre
Tracts, and Tract 238, Sunnyside Five Acre Tracts, according to the Plat
thereof, recorded in Vol. 7 of Plats, page 19, records of Snohomish Co.

Reference Number(s) of Documents assigned or released: N/A

Assessor's Property Tax Parcel/Account Number:

00590700021500, 00590700021800 and 00590700023800

The Auditor/Recorder will rely on the information provided on the form.
The staff will not read the document to verify the accuracy or
completeness of the indexing information provided herein.

{PRIVATE }

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF MARYSVILLE AND SHASTA RIDGE, LLC

THIS DEVELOPMENT AGREEMENT, hereinafter referred to as the "Agreement," is entered into effective on the 28th day of September, 2009, by and between the City of Marysville, hereinafter referred to as the "City," and Shasta Ridge, LLC, hereinafter referred to as the "Applicant," in connection with the real property described herein, hereinafter referred to as the "Property," for the purposes and on the terms and conditions set forth herein.

WHEREAS, the Applicant controls certain real property located on the west side of 83rd Avenue NE, approximately 300 feet south of the 83rd Ave. NE/40th Street intersection, on Parcel Numbers (APN) 00590700021500, 00590700021800 and 00590700023800, described in Exhibit A (the "Property");

WHEREAS, the Applicant submitted a preliminary plat application to Snohomish County for a 73 single family lot subdivision, which was approved by the County on January 8, 2007, based on the County's determination that the application was in compliance with all County land use requirements that were applicable when the complete application was submitted to the County;

WHEREAS, following approval of the preliminary plat, the applicant constructed and installed infrastructure including streets, stormwater detention and conveyance systems, water and sewer systems, in compliance with County regulations;

WHEREAS, before final plat approval was granted by Snohomish County, the Property was annexed into the City of Marysville and the applicant has submitted a substantially revised preliminary plat application to the City of Marysville for 110 single family lots (a mixture of 92 attached and 18 detached units);

WHEREAS, Section 20.12.130 of the Marysville Municipal Code

provides as follows:

The Hearing Examiner may determine that applications for substantial revisions of preliminary plats that were approved by Snohomish County be approved, based on the following circumstances and conditions:

(1) The preliminary plat was approved by Snohomish County in compliance with all County land use requirements that were applicable when the complete application was submitted to the County;

(2) All conditions of County approval have been satisfied, including construction and/or installation of all required infrastructure;

(3) The property owner/developer has provided a sworn and notarized declaration that the preliminary plat approved by the County can no longer be developed due to adverse market conditions and the inability to secure financing;

(4) The City Council and the property owner/developer have entered into a development agreement pursuant to Ch. 36.70B RCW, which provides for the property owner/developer to retain vested rights for compliance with specified, limited County land use regulations in consideration of construction and/or installation of all County required infrastructure and submittal to the City of a new preliminary plat application that complies with all other City land use regulations; and

(5) The City's SEPA Responsible Official has determined that the new preliminary plat application and development agreement comply with the State Environmental Policy Act.

WHEREAS, the Applicant has provided the City a sworn and notarized declaration that the preliminary plat approved by the

County can no longer be developed due to adverse market conditions and the inability to secure financing;

WHEREAS, City staff is recommending that the already constructed storm drainage facilities on the Property be accepted; provided that impervious coverage, which is actually less in the revised preliminary plat, is not increased; and further provided that the applicant maximizes the use of low impact development techniques as set forth in Section 4.2 below;

WHEREAS, City staff is also recommending that the wetland tract and buffers, which were established per County code, also be accepted, because the plat infrastructure is in place, with the streets constructed at the edge of the buffer, so that it would be infeasible to widen the buffers unless the utilities and streets were relocated, which is not economically feasible or environmentally acceptable; provided that mitigation measures are implemented as set forth in Section 4 below;

WHEREAS, City staff's recommendation is based on the

following facts: (1) the revised preliminary plat design is consistent with the City comprehensive plan, development regulations, and standards, except for the above referenced drainage facilities and wetland buffers; (2) the revised preliminary plat design is superior to the previously approved design and provides additional open space and a public park; and (3) the City's SEPA Responsible Official has issued a mitigated determination of non-significance for the revised preliminary plat and this Development Agreement;

WHEREAS, the City recognizes the public benefits available from the development of the property as proposed by the Applicant;

WHEREAS, in authorizing development agreements pursuant to RCW Sections 36.70B.170-210, the Legislature found that the lack of certainty in the approval of development projects can result in a waste of public and private resources, escalate housing costs for consumers, and discourage the commitment to

comprehensive planning which would make maximum efficient use of resources at the least economic cost to the public;

WHEREAS, the execution of a development agreement is a proper exercise of the City police power and contractual authority, in order to ensure development that is consistent with the Comprehensive Plan and with applicable development regulations adopted by the City as part of its authority to plan under Chapter 36.70A RCW, and to mitigate the impacts of such development;

WHEREAS, the City held a public hearing on September 28, 2009, to consider this Development Agreement, and the City Council adopted Resolution No. 2270, approving this Development Agreement, consistent with RCW 36.70B.200 and MMC 20.12.130; and

NOW THEREFORE, for good and sufficient consideration and the mutual promises and covenants contained in the Agreement, the Applicant and the City agree as follows:

1.0 RECITALS

- 1.1 **Ownership.** The Property currently is owned by the following parties: Shasta Ridge, LLC, 505 Cedar Avenue, Suite B-1, Marysville, WA 98270.
- 1.2 **Applicant.** Shasta Ridge, LLC, a Washington corporation, and its successors and assigns, herein referenced as "Applicant," is the owner of the Property that is the subject of this Development Agreement.
- 1.3 **Warranty of Applicant's Authority.** Applicant hereby warrants to the City that Applicant is authorized to commence negotiation of this Development Agreement and to so bind the Property and all fee owners, subject to and contingent upon acquisition of the Property by Applicant or its successors or assigns. If said acquisition fails to

occur, then this Agreement and all obligations set forth herein shall be deemed null and void.

1.4 **Identity of the City.** The City is a noncharter, code City organized pursuant the Optional Municipal Code, Title 35A RCW. The City operates within the Mayor-Council form of government.

1.5 **Warranty of City's Authority.** The City is delegated authority by RCW 36.70B.170 through 36.70B.200 to enter into development agreements as a proper exercise of the municipal police power and contract authority. This Agreement is entered into pursuant to the said authority. It is hereby warranted that the undersigned Mayor has full authority to so enter into this Agreement pursuant to a duly adopted motion of the Marysville City Council.

1.6 **Public Notice.** The City has provided advance notice of opportunity for participation by the public and adjacent land owners.

1.7 **Legal Effect.** Pursuant to MMC 20.12.130, this Development Agreement is a precondition to the Hearing Examiner's decision on the revised preliminary plat and shall have no legal effect independent of the Hearing Examiner's decision.

2.0 LAND USE REGULATIONS

2.1 **Zoning Classification.** The Property is currently zoned _ R-6.5, High Density Single Family as defined at Section 19.12.030 of the Marysville Municipal Code. The said zoning shall apply to and govern and vest the development of the Property during the term of this Agreement, which is five (5) years from date of full execution.

2.2 **Development Regulations.** All City development regulations in existence on the effective date of this Agreement, shall apply to and govern and vest the development of the Property during the term of this Agreement, except as modified by Sections 4.3 and 4.4 hereof.

2.3 **Use of Property.** It is agreed by the parties hereto that development and use of the Property shall be primarily for single family residential use consisting of 92 attached units and 18 detached units, or as otherwise approved by the Hearing Examiner.

3.0 APPLICATION OF CITY AND COUNTY REGULATIONS

3.2 **City Comprehensive Plan Compliance.** The City recognizes that the gross density of the proposed 110 lot plat conforms to the City Comprehensive Plan with respect to use and density.

4.0 CONDITIONS

Subject to approval of the preliminary plat by the Hearing

Examiner, the parties agree that the preliminary plat shall be subject to the following conditions:

4.1 Infrastructure. The Applicant shall provide all necessary infrastructure and make necessary street frontage improvements subject to the adopted City of Marysville Engineering Design and Development standards, except that the stormwater improvements shall be as set forth in Section 4.2 below.

4.2 Stormwater. The parties agree that the City will accept the already constructed storm drainage facilities on the Property; provided that impervious coverage, which is actually less in the redesigned development, is not increased; provided further that the applicant maximizes the use of low impact development techniques such as dispersion, bioretention, protection of native vegetation areas, and preservation and amendment of topsoils, as described in the LID Technical Guidance Manual for Puget Sound and Ch. 19.49

MMC; and provided further that the City's SEPA Responsible Official determines that the stormwater runoff from the development, as managed and regulated pursuant to this condition, will not cause probable significant adverse environmental impacts.

4.3 **Wetlands.** The parties agree that the City will accept the wetland tract and buffers, which were established per County code, because the plat infrastructure is in place, with the streets constructed at the edge of the buffer, so that it would be infeasible to widen the buffers unless utilities and streets were ripped out, which is not economically feasible or environmentally acceptable; provided that all other requirements of Ch. 19.24 MMC are complied with, including the mitigation measures set forth in MMC 19.24.100, 19.24.110, and 19.24.120; and provided further that the City's SEPA Responsible Official determines that the development, as conditioned in this Section, will not cause probable significant adverse environmental impacts

to wetlands on the Property.

4.4 Revised Regulations. Pursuant to RCW 36.70B.170(4), this Development Agreement shall reserve authority for the City to impose new or different regulations to the extent required by a serious threat to the public health and safety.

4.5 Environmental Review. The parties agree that the mitigated determination of nonsignificance issued by the City's SEPA Responsible Official will apply to the revised preliminary plat application, in accordance with the State Environmental Policy Act, Ch. 43.21C RCW.

5.0 DISPUTE RESOLUTION

5.1 Party Consultation. In event of any dispute as to interpretation or application of the terms or conditions of

this Agreement, the Applicant and the Chief Administrative Officer or designee shall meet within ten (10) business days after request from any party for the purpose of attempting, in good faith, to resolve the dispute. The meeting may, by mutual agreement, be continued to a date certain in order to include other parties or persons, or to obtain additional information.

5.2 **Appeal to Council.** In the event that a dispute is not resolved through party consultation pursuant to Section 5.1, above, the matter shall be scheduled for mediation before a mutually agreed upon neutral party.

5.3 **Judicial Appeal.** If the matter has not settled through mediation, any aggrieved party may file an action in the Snohomish County Superior Court, as may be allowed by law and court rules.

6.0 GENERAL PROVISIONS

6.1 **Term** This Development Agreement shall be effective for a term of 5 years following the date of execution. Upon expiration of such period, this Development Agreement can be extended for the term of the associated preliminary plat approval or as otherwise determined by the Hearing Examiner.

6.2 **Termination.** Unless terminated in accordance with the provisions hereof, or amended in writing by a document signed by all parties hereto, this Development Agreement is enforceable during its term by any party to the Development Agreement. Thereafter, this Development Agreement is enforceable with respect to any continuing obligation of the parties that survive termination, as set forth herein.

6.1 **Recording.** This Agreement shall, when approved by the City Council and executed by the parties hereto, be filed as a matter of public record in the office of the Snohomish County Auditor. It is the intent to have this Agreement, so long as it is in force, to be considered, interpreted, and regarded as a covenant running with the land.

6.2 **Applicable Law.** This Agreement shall be governed by and be interpreted in accordance with the laws of the State of Washington.

6.3 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each party hereto. Except where expressly provided otherwise, the parties acknowledge that Applicant shall have the right to assign or transfer all or any portion of the interests, rights and obligations under this Agreement to other parties

acquiring an interest or estate in the Property. Consent by the City shall not be required for any transfer or rights pursuant to this Agreement.

6.4 **Transfer of Ownership.** Any conveyance of the Property by Owner with transfer or assignment of rights pursuant to this Agreement by Owner shall release Owner from any further obligations, duties or liabilities under this Agreement to the extent of such transfer or assignment.

6.5 **Severability.** If any provision of this Agreement is determined to be unenforceable or invalid by a court of law, then this Agreement shall thereafter be modified to implement the intent of the parties to the maximum extent allowable under law.

6.6 **Modification.** This Agreement shall not be modified or

amended except in writing signed by the City and Applicant or their respective successors in interest.

6.7 **Merger.** This Agreement represents the entire agreement of the parties with respect to the subject matter hereof.

There are no other agreements, oral or written, except as expressly set forth herein.

6.8. **Duty of Good Faith.** Each party hereto shall cooperate with the other in good faith to achieve the objectives of this Agreement. The parties shall not unreasonably withhold requests for information, approvals or consents provided for, or implicit, in this Agreement. The parties agree to take further actions and execute further documents, either jointly or within their respective powers and authority, to implement the intent of this Agreement and any subsequent Development Agreement.

6.9 **Disclosure Upon Transfer.** Applicant agrees that in the event of a proposed sale, gift, transfer, segregation, assignment or devise of the Property, Applicant shall disclose the existence of this Agreement to the interested party.

6.10 **No Presumption Against Drafter.** This Agreement has been reviewed and revised by legal counsel for all parties and no presumption or rule that ambiguity shall be construed against the party drafting the document shall apply to the interpretation or enforcement of this Agreement.

6.11 **Notices.** All communications, notices and demands of any kind which a party under this Agreement is required or desires to give to any other party shall be in writing and be either (1) delivered personally, (2) sent by facsimile transmission with an additional copy mailed first class, or

Notice by hand delivery or facsimile shall be effective upon receipt. If deposited in the mail, notice shall be deemed received 48 hours after deposit. Any party at any time by notice to the other party may designate a different address or person to which such notice shall be given.

6.12 **Indemnification.** The Applicant shall indemnify, defend and hold the City, its officers, agents, employees and elected officials harmless from all suits, claims, or liabilities of any nature, including attorney's fees, costs and expenses for on account of injuries or damages sustained by persons or property resulting from the negligent (sole or concurrent) acts or omission of the City, its agents, or employees under this agreement or in connection with work performed under the agreement. Applicant's indemnification shall include the above referenced claims, liabilities, fees, costs, and expenses relating to or arising out of any

delays associated with construction of the project,
including, but not limited to, issuance or appeals of
permits, third party actions, change in laws or regulations,
inclement weather, natural disasters, strike and any other
delay not within the control of the City or its contractor.

6.13 **Contractual Relationships.** This agreement does not
constitute the Applicant as the agent or legal
representative of the City for any purpose whatsoever. The
Applicant is not granted any express or implied right or
authority to assume or create any obligation or
responsibility on behalf of in the name of the City or to
bind the City in any manner or thing whatsoever.

6.14 **Non-waiver.** This agreement shall not be construed as a
waiver of any and all other development regulations of the
City or other governmental agencies applicable to the

development of Applicant's property.

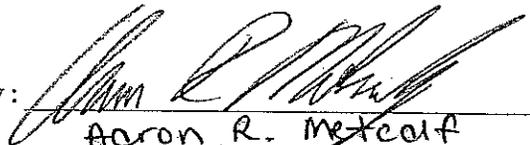
IN WITNESS WHEREOF, the undersigned have set their hands the day and date set out next to their signatures.

APPLICANT:

10/1/09

Date

By:



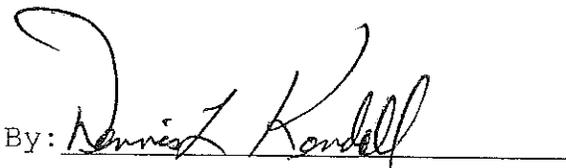
Aaron R. Metcalf
Shosta Ridge LLC
Manager

CITY OF MARYSVILLE

9/28/09

Date

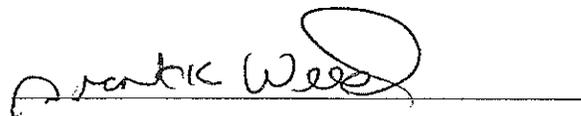
By:



Dennis Kendall, Mayor

Dennis Kendall, Mayor

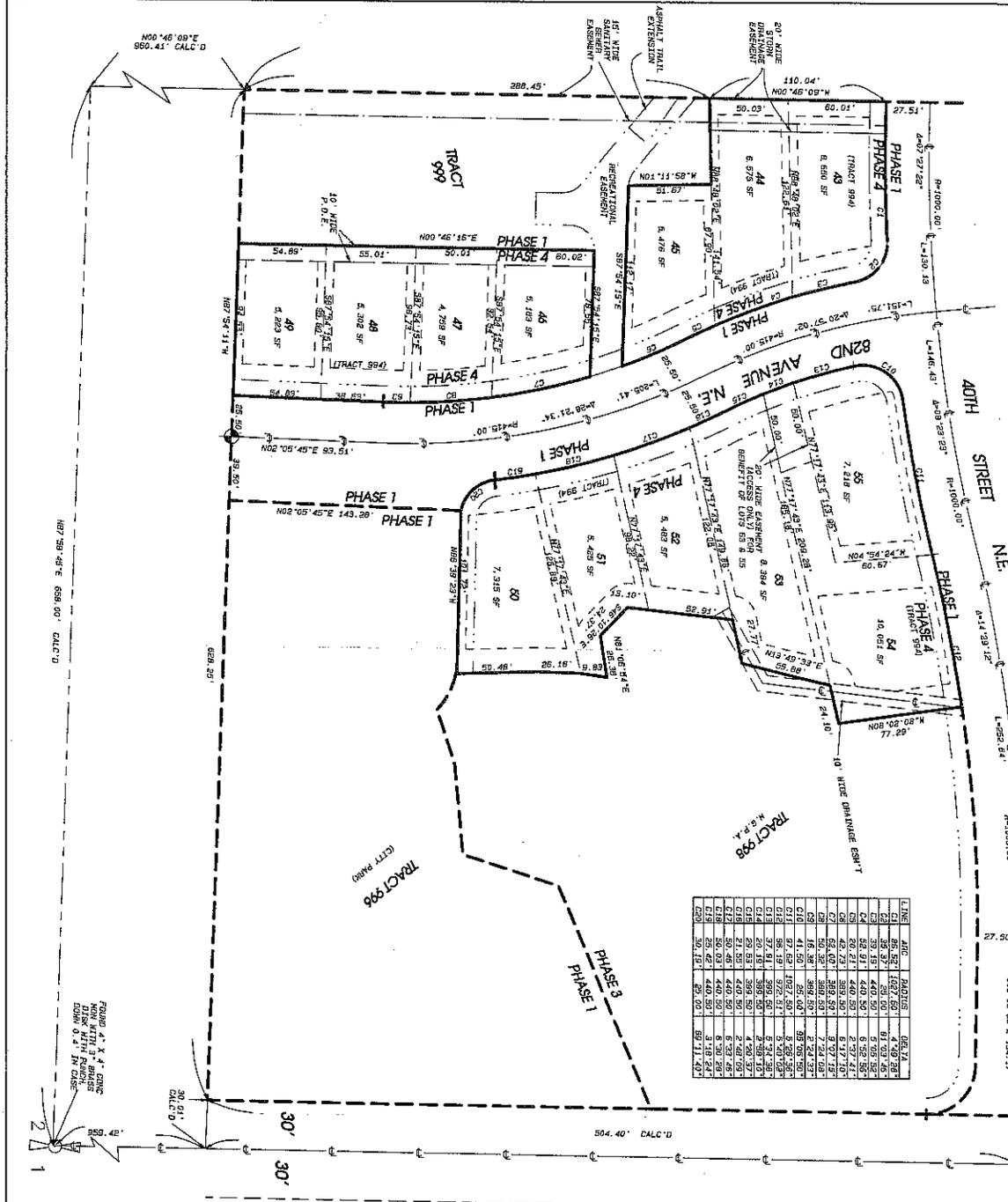
Approved as to Form:

A handwritten signature in black ink, appearing to read "Grant K. Weed", is written over a horizontal line. The signature is cursive and somewhat stylized.

Grant K. Weed, City Attorney

P. 09-029
 SE 1/4, NE 1/4, S NE 1/4, NE 1/4 SEC. 2, TWP. 29 N., RGE. 5 E., W.M.
 A PLANNED RESIDENTIAL DEVELOPMENT PFN 05 128935
 CITY OF MARYSVILLE, SNOHOMISH COUNTY, WASHINGTON

SHASTA RIDGE DIV. NO. 4

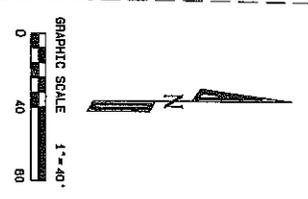


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4	100.00	100.00	15,708.00
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7	100.00	100.00	15,708.00
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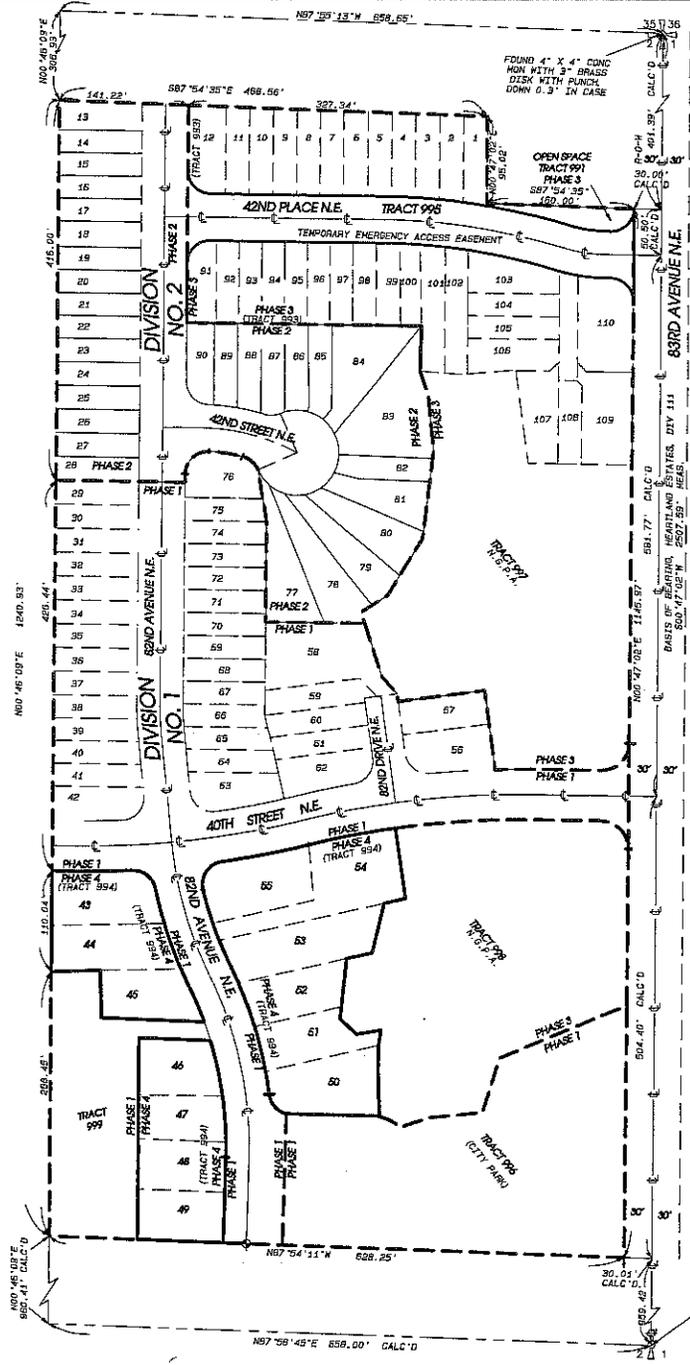


Vector NorthWest LLC
 Surveying & Consulting
 425-774-1919
 vector.northwest@comcast.net

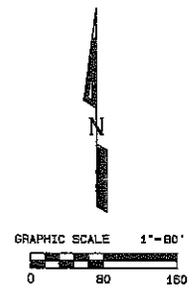
JOB NO. 09-025 DATE: 09/19/2012 SHEET: 5 OF 5
 AUDITOR'S FILE NO.



PA 09-029



SHASTA RIDGE DIV. NO. 4
 SE 1/4, NE 1/4, & NE 1/4, NE 1/4
 SEC. 2, TWP. 29 N., RGE. 5 E., W.M.
 A PLANNED RESIDENTIAL DEVELOPMENT
 PFN 05 128835
 CITY OF MARYSVILLE,
 SNOHOMISH COUNTY, WASHINGTON



Vector NorthWest LLC
 Surveying & Consulting
 425-774-1919
 vectornorthwest@comcast.net

JOB NO. 09-025 DATE: 09/13/2012 SHEET: 4 OF 5
 AUDITOR'S FILE NO.



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

FINAL PLAT CHECK LIST			
Plat Name:	Shasta Ridge 4	PA #	09029
Item	Department	Initials	Date
1. Plat Map- Checked & Approved	Land Dev.	DJ	10/8/12
	Planning	CAD	10/8/12
2. Letter of Segregation to Assessor	Planning	CAD	9/28/12
3. Water System/Sewer System			
Letter of Acceptance	Const. Insp.	SAS	9/27/12
Asbuilts – Including Digital Files	Const. Insp.	SAS	9/27/12
Bill(s) of Sale	Const. Insp.	SAS	9/27/12
Maintenance and Warranty Funding	Const. Insp.	SAS	9/27/12
4. Road/Storm Sewer			
Letter of Acceptance	Const. Insp.	SAS	9/27/12
Asbuilts – Including Digital Files	Const. Insp.	SAS	9/27/12
Bill(s) of Sale	Const. Insp.	SAS	9/27/12
Maintenance and Warranty Funding	Const. Insp.	SAS	9/27/12
5. Performance Bond – Submitted/Approved			
(If Required - Road and Storm Drain Only)	Const. Insp.	N/A	—
6. Inspection Fees - Calculated and Paid	Const. Insp.	SAS	9/27/12
7. Final Plat Fee - Calculated and Paid	Planning	CAD	9/14/12
8. TIP Fees: City Fees 81,900.00 County 2,908.00	Planning	CAD	10/15/12

9. Parks Mitigation Fees: <i>Full credit for park construction</i>	Planning	<i>CDW</i>	<i>9/26/12</i>
10. School District Mitigation Fees: <i>Prior to Bldg Permits</i>	Planning	<i>CDW</i>	<i>9/28/12</i>
11. Signage and Striping Installed	Const. Insp.	<i>SAS</i>	<i>9/27/12</i>
12. Final Grading and TESC Inspection	Const. Insp.	<i>SAS</i>	<i>9/27/12</i>
13. Satisfied Hearing Examiner's Conditions of Approval	Planning	<i>CDW</i>	<i>10/5/12</i>
14. Utility/Recovery/Main Fees <i>20,411.69</i>	Land Dev.	<i>SAS</i>	<i>10/8/12</i>

Plat Approved for Recording:

Community Development Director:

Date:

City Engineer:

Date:

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

Index #4

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 10/22/2012

AGENDA ITEM: Decant Facility Retrofit Grant	
PREPARED BY: Kari Chennault	DIRECTOR APPROVAL: 
DEPARTMENT: Public Works - Engineering	
ATTACHMENTS: -3 copies of the Grant Agreement with the Department of Ecology -Signature Authorization Form	
BUDGET CODE: 40250594.563000.D1201	AMOUNT: \$862,500.00

SUMMARY:

The City of Marysville has been offered grant funding from the Department of Ecology to retrofit the City's existing decant facility area. The total project retrofit cost is estimated to be \$1,150,000, with \$862,500 being funding by the Department of Ecology and the remaining 25% required match of \$287,500 being paid by the City.

This Project would retrofit the City's existing decant facility to improve waste handling processes and storage areas, would provide cover for material storage areas to eliminate pollution runoff, would install new stormwater conveyance lines to direct decant process liquids to the sanitary sewer, and would create new standard operating procedures that would increase the amount of material that can be handled at the facility and would shorten the length of time the material has to be processed.

RECOMMENDED ACTION:
Staff recommends that Council authorize the Mayor to sign the Grant Agreement with the Department of Ecology allowing the City to be funded \$862,500 to retrofit the decant facility area.

SIGNATURE AUTHORIZATION FORM FOR GRANT/LOAN RECIPIENTS



Department of Ecology
Water Quality Program
PO Box 47600
Olympia, WA 98504-7600
Phone: (360) 407-6600
FAX: (360) 407-7151

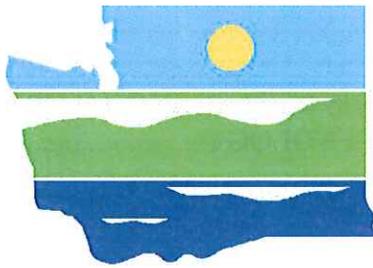
Name of Organization	Date Submitted
City of Marysville	

Project Title	Agreement Number
Decant Facility Retrofit	G1200561

AUTHORIZING SIGNATORY		
Signature	Print	Title/Term of Office

AUTHORIZED TO SIGN AGREEMENT AMENDMENTS		
Signature	Print	Title

AUTHORIZED TO SIGN REQUEST FOR REIMBURSEMENT		
Signature	Print	Title
	Jeff Laycock	Project Engineer



DEPARTMENT OF
ECOLOGY
 State of Washington

**FY 2012 STATEWIDE STORMWATER GRANT PROGRAM
 FUNDING AGREEMENT
 BETWEEN
 THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
 AND
 CITY OF MARYSVILLE
 GRANT AGREEMENT NUMBER
 G1200561
 DECANT FACILITY RETROFIT**

TABLE OF CONTENTS

PART I. GENERAL INFORMATION 1

PART II. PROJECT SUMMARY 3

PART III. PROJECT BUDGET 4

PART IV. PROJECT GOALS AND OUTCOMES 4

PART V. SCOPE OF WORK 5

PART VI. SPECIAL TERMS AND CONDITIONS 9

PART VII. ALL WRITINGS CONTAINED HEREIN 9

ATTACHMENT I: GENERAL PROJECT MANAGEMENT REQUIREMENTS FOR THE
 FY 2012 STORMWATER GRANT PROGRAM 11

 ARCHEOLOGICAL AND CULTURAL RESOURCES 11

 EDUCATION AND OUTREACH 11

 FUNDING RECOGNITION 12

 INCREASED OVERSIGHT 12

 INDIRECT RATE 12

 MATCHING REQUIREMENTS 12

 MINORITY AND WOMEN'S BUSINESS PARTICIPATION 12

 PAYMENT REQUEST SUBMITTALS 13

 POST PROJECT ASSESSMENT 14

 PROCUREMENT 14

RECEIVED

OCT -8 2012

PROGRESS REPORTS	14
REQUIRED DOCUMENT SUBMITTALS	14
ATTACHMENT II: GENERAL TERMS AND CONDITIONS PERTAINING TO GRANT AND LOAN AGREEMENTS OF THE DEPARTMENT OF ECOLOGY	16
A. RECIPIENT PERFORMANCE	16
B. SUBGRANTEE/CONTRACTOR COMPLIANCE	16
C. THIRD PARTY BENEFICIARY	16
D. CONTRACTING FOR SERVICES (BIDDING)	16
E. ASSIGNMENTS	16
F. COMPLIANCE WITH ALL LAWS	16
G. KICKBACKS	17
H. AUDITS AND INSPECTIONS	17
I. PERFORMANCE REPORTING	17
J. COMPENSATION	18
K. TERMINATION	19
L. WAIVER	19
M. PROPERTY RIGHTS	19
N. SUSTAINABLE PRODUCTS	20
O. RECOVERY OF PAYMENTS TO RECIPIENT	21
P. PROJECT APPROVAL	21
Q. DISPUTES	21
R. CONFLICT OF INTEREST	22
S. INDEMNIFICATION	22
T. GOVERNING LAW	22
U. SEVERABILITY	22
V. PRECEDENCE	22

FY 2012 STATEWIDE STORMWATER GRANT PROGRAM
Funding Agreement
Between
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
CITY OF MARYSVILLE

THIS is a binding agreement between the state of Washington Department of Ecology (DEPARTMENT) and City of Marysville (RECIPIENT). The purpose of this agreement is to provide funds to the RECIPIENT, who will carry out the requirements described in this agreement.

PART I. GENERAL INFORMATION

Project Title:	Decant Facility Retrofit
Grant Number:	G1200561
State Fiscal Year:	FY 2012
Total Project Cost:	\$1,150,000
Total Eligible Cost:	\$1,150,000
DEPARTMENT Share:	\$862,500
RECIPIENT Share:	\$287,500
DEPARTMENT Maximum Percentage:	75 %

RECIPIENT Information

RECIPIENT Name:	City of Marysville
Mailing Address:	1049 State Avenue Marysville, WA 98270
Fax Number:	360-363-8042
Federal Taxpayer ID Number:	91-6001459
PROJECT Manager:	Kari Chennault
Email Address:	kchennault@marysvillewa.gov
Phone Number:	360-363-8277
PROJECT Financial Officer:	Brenda Donaldson
Email Address:	bdonaldson@marysvillewa.gov
Phone Number:	360-363-8102

DEPARTMENT Contact Information

Project Manager:

Email Address:

Phone Number:

Melisa Snoeberger

melisa.snoeberger@ecy.wa.gov

425-649-7047

Project Engineer:

Email Address:

Phone Number:

Douglas C. Howie, P.E.

douglas.howie@ecy.wa.gov

360-407-6444

Address:

Northwest

WA State Department of Ecology
Northwest Regional Office
3190 160th Ave SE
Bellevue, WA 98008-5452
Fax (425) 649-7098

Southwest

WA State Department of Ecology
Southwest Regional Office
P.O. Box 47775
Olympia, WA 98504-7775
Fax (360) 407-6305

Bellingham

WA State Department of Ecology
Bellingham Field Office
1440 10th Street, Suite 102
Bellingham, WA 98225
Fax (360) 715-5225

Central

WA State Department of Ecology
Central Regional Office
15 West Yakima Ave, Suite 200
Yakima, WA 98902-3452
Fax (509) 575-2809

Eastern

WA State Department of Ecology
Eastern Regional Office
N. 4601 Monroe
Spokane, WA 99205-1295
Fax (509) 329-3570

Headquarters

WA State Department of Ecology
P.O. Box 47600
Olympia, WA 98504-7600
Fax (360) 407-6426

Financial Manager:

Email Address:

Phone Number:

Fax Number:

Address:

Patricia Brommer

patricia.brommer@ecy.wa.gov

360-407-6216

360-407-7151

WA State Department of Ecology
Water Quality Program, FMS
P.O. Box 47600
Olympia, WA 98504-7600

CHECK ALL THAT APPLY:

- FY 2012 Statewide Stormwater Grant Funds (state funds): Yes Amount: \$862,500
Funded with Local Toxics Control Account – State
- Prior Authorization Granted: Yes If yes, Effective Date: **May 1, 2012**
 - Increased Oversight? Yes No

The effective date of this agreement is the Prior Authorization date.

This agreement expires: **December 31, 2014.**

Post Project Assessment date – three years after the expiration date of the agreement (see Post Project Assessment in Attachment I): December 31, 2017

PART II. PROJECT SUMMARY

This project will address water quality for the state of Washington. The City of Marysville will retrofit the existing decant facility to reduce or eliminate any contaminated stormwater runoff that flows to Ebey Slough.

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PART III. PROJECT BUDGET

Decant Facility Retrofit		
TASKS/ELEMENTS	TOTAL PROJECT COST	**TOTAL ELIGIBLE COST (TEC)
1 - Project Administration/Management	\$20,000	\$20,000
2 - Design Plans and Specifications	\$75,000	\$75,000
3 - Construction Management	\$70,000	\$70,000
4 - Construction	\$985,000	\$985,000
Total	\$1,150,000	\$1,150,000
** The DEPARTMENT's Fiscal Office will track to the Total Eligible Cost.		
MATCHING REQUIREMENTS		
DEPARTMENT Share: maximum 75% of TEC		\$862,500
RECIPIENT Share: minimum 25% of TEC		\$287,500
Cash		
Other types of in-kind, such as volunteer work <u>are not eligible</u>		

PART IV. PROJECT GOALS AND OUTCOMES

- A. Financial Assistance Water Quality Project Goals: The overall goals of this project are focused on the protection of Ebey Slough and include one or more of the following:
- Stormwater System Retrofit
 - Low Impact Development Best Management Practices (BMP)
 - Designated beneficial uses will be restored or protected, 303(d)-Listed water bodies restored to water quality standards, healthy waters prevented from being degraded.
- B. Water Quality and Environmental Outcomes: The following are the anticipated water quality and environmental improvements from the project.
1. Prevent pollutants associated with decant operations from discharging to Ebey Slough through conveyance ditches.
 2. Increase capacity of decant site to will allow for more stormwater catch basin waste and street sweeper waste to be processed resulting in a reduction of sedimentation in the stormwater conveyance systems

3. Improve decant processes that will allow for less material transport and a reduction in fuel consumption.
- C. Performance Items and Deliverables: The following are the anticipated action items that will play an integral role in implementation of the project.
1. Retrofit the City of Marysville's existing decant facility to improve waste handling processes and increase capacity of storage areas.
 2. Provide cover for material storage areas to eliminate pollution runoff.
 3. Install new stormwater conveyance lines to direct contaminated stormwater to sanitary sewer.
 4. Install treatment for the remaining stormwater conveyance system in areas of the facility that cannot be directed to sanitary sewer.

PART V. SCOPE OF WORK

Task 1 - Project Administration/Management

- A. The RECIPIENT will administer the project. Responsibilities will include, but not be limited to: maintenance of project records; submittal of payment vouchers, fiscal forms, and progress reports; compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.
- B. The RECIPIENT must manage the project. Efforts will include: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; the DEPARTMENT; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT must carry out this project in accordance with any completion dates outlined in this agreement.
- C. The RECIPIENT must ensure this project is completed according to the details of this agreement. The RECIPIENT may elect to use its own forces or it may contract for professional services necessary to perform and complete project-related work.

Required Performance:

1. Effective administration and management of this grant project.
2. Timely submittal of all required performance items, progress reports, and financial vouchers.
3. Submit at least three hard copies and one electronic copy of the final project report after a draft has been approved by the DEPARTMENT.
4. Write and submit a one to two page summary of project accomplishments and outcomes at project completion, including pictures, to be published in the

DEPARTMENT's Annual Water Quality Financial Assistance Report following the DEPARTMENT's water quality stories format.

Task 2 – Design Plans and Specifications

- A. The RECIPIENT will submit to the DEPARTMENT's Project Manager, a copy of the State Environmental Review Act (SEPA) Lead Agency's signed and dated SEPA determination.
- B. During the planning and design stage and prior to any ground disturbing activities, the RECIPIENT will submit to the DEPARTMENT's Project Manager one of the following:
 - a. If Cultural Resources Review (Executive Order 05-05) is complete, a copy of the letter of concurrence from the Department of Archaeology and Historic Preservation (DAHP) and correspondence from any tribes.
 - b. If Cultural Resources Review (Executive Order 05-05) is not complete, the RECIPIENT will submit a DAHP EZ-1 form to the DEPARTMENT's Project Manager to initiate review of project activities by DAHP and tribal governments.
- C. The RECIPIENT will submit two hard copies and one digital copy of the Pre-design report to the DEPARTMENT for review. At its discretion, the DEPARTMENT may request 60 percent complete design plans for review. Based on receipt of the Pre-design report or the 60 percent complete design plans, the DEPARTMENT will provide comments to the RECIPIENT within 45 days of receipt of the plans.
- D. Prior to advertising for contractor bids, the RECIPIENT will submit two hard copies and one digital copy of the final plans and specifications to the DEPARTMENT's Project Manager for review. The DEPARTMENT will provide comments to the RECIPIENT within 45 days of receipt of the plans. The DEPARTMENT's Project Manager will work with the DEPARTMENT's engineer to review the plans and specifications for consistency with the appropriate design criteria and grant requirements. The RECIPIENT must justify significant deviations from the following:
 - 1. The appropriate guidance manual below depends on the region that your project is conducted:
Stormwater Management Manual for Western Washington (SWMMWW),
or the
Stormwater Management Manual for Eastern Washington (SWMMEW),
both can be found at:
<http://www.ecy.wa.gov/programs/wq/stormwater/tech.html>, or the
Low Impact Development Technical Guidance Manual for Puget Sound
found at: http://www.psp.wa.gov/downloads/LID/LID_manual2005.pdf, or
equivalent design manuals, or
 - 2. Equivalent manual as developed by the local jurisdiction and approved by the DEPARTMENT.
 - 3. Good engineering practices and generally recognized engineering standards.

4. The project pre-design report.
- E. The plans, specifications, construction contract documents, and addenda must be approved by the RECIPIENT prior to submittal to the DEPARTMENT.
- F. The RECIPIENT will prepare and submit a projected construction schedule to the DEPARTMENT.
- G. The RECIPIENT will submit to the DEPARTMENT a current, updated construction cost estimate and updated project schedule, along with each plans and specifications submittal.
- H. The RECIPIENT will submit all pre-design figures and construction plans to the DEPARTMENT, reduced to 11" x 17" in size. The RECIPIENT may bind them with the specifications or related construction contract documents or bound as a separate document. All reduced drawings must be legible.
- I. The RECIPIENT will develop and submit an operations and maintenance plan for the stormwater treatment and low impact development (LID) features. The operation and maintenance plan will describe how the RECIPIENT will ensure project success consistent with the design manual used. The operation and maintenance plan must also address long term activities to assure ongoing pollutant removal and flow-control capability of the project. (See the *Stormwater Management Manual for Western Washington* Volume 5, Section 4.6)

Required Performance:

1. Submit a copy of the signed and dated SEPA determination to the DEPARTMENT.
2. Submit a copy of either: 1) Letter of Concurrence from DAHP; or, 2) the DAHP EZ-1 form, for DEPARTMENT coordination on compliance with Executive Order 05-05.
3. Submit a Pre-design report to the DEPARTMENT.
4. Submit final plans and specifications to the DEPARTMENT, which includes the DEPARTMENT's Bid Specification Clauses inserts found at:
<http://www.ecy.wa.gov/programs/wq/funding/GrantLoanMgmtDocs/Eng/GrantLoanMgmtEngRes.html>

Task 3 – Construction Management

- A. The RECIPIENT will provide construction oversight and management of the project.
- B. The RECIPIENT will submit a detailed construction quality assurance plan to the DEPARTMENT before the start of construction. This plan must describe how adequate and competent construction oversight will be performed.
- C. The RECIPIENT will submit a construction schedule to the DEPARTMENT within 30 days of the start of construction. The construction schedule will be revised and/or updated whenever major changes occur and at a minimum of every three months. The

RECIPIENT will submit the construction schedule to the DEPARTMENT with the quarterly report. When changes in the construction schedule affect previous cash flow estimates, revised cash flow projections must also be submitted to the DEPARTMENT.

- D. Prior to execution, the RECIPIENT will submit eligible change orders that are a significant deviation from the DEPARTMENT reviewed plans and specifications in writing for DEPARTMENT review and approval for payment. All other change orders must be approved by the DEPARTMENT for technical merit and should be submitted within 30 days after execution. Change orders are to be signed by the contractor, the engineer (if appropriate), and the RECIPIENT prior to submittal to the DEPARTMENT for approval.
- E. Upon completion of construction, the RECIPIENT will provide to the DEPARTMENT's Project Manager a Stormwater Construction Completion Form signed by a professional engineer, indicating that the project was completed in accordance with the plans and specifications and major change orders approved by the DEPARTMENT's Project Engineer and shown on the Record Drawings. The Stormwater Construction Completion form can be found at:
<http://www.ecy.wa.gov/programs/wq/funding/GrantLoanMgmtDocs/Eng/GrantLoanMgmtEngRes.html>

Required Performance:

- 1. Submit the project construction quality assurance plan to the DEPARTMENT.
- 2. Submit the construction schedule to the DEPARTMENT.
- 3. Submit the signed and dated Declaration of Construction Completion Form to the DEPARTMENT.

Task 4 – Construction

- A. The RECIPIENT will, in accordance with the DEPARTMENT reviewed plans and specifications, retrofit an existing decant facility
- B. The RECIPIENT will submit to the DEPARTMENT's Project Manager a copy of the construction contract within 30 days of execution.

Required Performance:

- 1. Submit a copy of the bid documents (e.g. bid announcement, bid award, bid tabulations) to the DEPARTMENT.
- 2. Submit a copy of the construction contract to the DEPARTMENT.
- 3. Retrofit the existing decant facility to improve waste handling processes and storage areas.
- 4. Provide cover for material storage areas to eliminate pollution runoff
- 5. Install new stormwater conveyance lines to direct contaminated stormwater to sanitary sewer.
- 6. Install treatment for the remaining stormwater conveyance system in areas of the facility that cannot be directed to sanitary sewer.

PART VI. SPECIAL TERMS AND CONDITIONS

- A. Adjusted Construction Budget. The construction budget, as reflected in the agreement, will be adjusted once actual construction bids are received.

If the low responsive responsible construction bid(s) exceed the engineer's estimate of construction costs, the DEPARTMENT may approve, if funding is available and through formal amendment to this agreement, funding increases for up to ten percent of the engineer's original estimate.

If the low responsive responsible construction bid(s) come in lower than the engineer's estimate of construction costs, the DEPARTMENT may reduce the grant amount.

- B. Change Orders. If funding is available, the DEPARTMENT may approve, through formal amendment to this agreement, funding for change orders for up to five percent of the eligible portion of the low responsive responsible construction bid(s).
- C. Documents for Review. The plans, specifications, construction contract documents, and addenda must be approved by the RECIPIENT prior to submittal for DEPARTMENT review.
- D. Failure to Commence Work. In the event the RECIPIENT fails to commence work on the project within four months of the signatory date, the DEPARTMENT reserves the right to terminate this agreement.
- E. Use of Force Account. In the event the RECIPIENT elects to use its own forces to accomplish eligible project work, the RECIPIENT acknowledges that it has the legal authority to perform the work and adequate and technically qualified staff to perform the work without compromising other government functions. The RECIPIENT must track and report the force account work submitted to the DEPARTMENT for reimbursement.

PART VII. ALL WRITINGS CONTAINED HEREIN

The following contain the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein:

- This agreement.
- Attachment I: General Project Management Requirements.
- Attachment II: General Terms and Conditions.
- The effective edition, at the signing of this agreement, of the DEPARTMENT's "Administrative Requirements for Ecology Grants and Loans" (Yellow Book).
- The associated funding guidelines that correspond to the fiscal year in which the project is funded.
- The applicable statutes and regulations.

No subsequent modifications or amendments of this agreement will be of any force or effect unless signed by authorized representatives of the RECIPIENT and the DEPARTMENT and made a part of this agreement, EXCEPT that in response to a request from the RECIPIENT, the

DEPARTMENT may redistribute the grant budget. The DEPARTMENT or the RECIPIENT may change their respective staff contacts without the concurrence of either party.

The RECIPIENT acknowledges that they have had the opportunity to thoroughly review the terms of this agreement, the attachments, all incorporated or referenced documents, as well as all applicable statutes, rules, and guidelines mentioned in this agreement.

IN WITNESS WHEREOF, the parties hereby sign this agreement:

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

CITY OF MARYSVILLE

KELLY SUSEWIND, P.E., P.G. DATE
WATER QUALITY PROGRAM MANAGER

JON NEHRING DATE
MAYOR

Approved As To Form:
Office of the Attorney General

ATTACHMENT I: GENERAL PROJECT MANAGEMENT REQUIREMENTS FOR THE FY 2012 STORMWATER GRANT PROGRAM

ARCHEOLOGICAL AND CULTURAL RESOURCES

The RECIPIENT must comply with all requirements listed in Executive Order 05-05 prior to implementing any project that involves ground disturbing activities.

The RECIPIENT must conduct and submit a cultural resources survey or complete and submit an EZ-1 Form to the DEPARTMENT's project manager prior to any ground disturbing activities. The DEPARTMENT will contact the Department of Archaeology and Historic Preservation (DAHP) and affected tribes regarding the proposed project activities in order to fulfill Executive Order 05-05 requirements. Any prior communication between the RECIPIENT, the DAHP, and the tribes is not sufficient to meet requirements. Any mitigation measures as an outcome of this process will be requirements of this agreement.

Another agency's cultural resources review must have prior approval from the DEPARTMENT in order to be adopted to meet Executive Order 05-05 requirements for the project.

Any ground disturbing activities that occur prior to the completion of the Executive Order 05-05 process will not be eligible for reimbursement. Activities associated with cultural resources review are grant eligible and reimbursable.

<http://www.dahp.wa.gov/governors-executive-order-05-05>

EDUCATION AND OUTREACH

Before producing any new materials for the purpose of education and outreach the RECIPIENT must make sure similar materials do not already exist elsewhere. If similar materials exist, the RECIPIENT must request the use of the materials before time and resources are invested to duplicate materials that are already available.

The RECIPIENT must provide the DEPARTMENT up to two copies and an electronic copy on CD-ROM of any tangible educational products developed under this grant, such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements or gadgets, such as a refrigerator magnet with a message. If this is not practical, the RECIPIENT must provide a complete description including photographs or printouts of the product.

The RECIPIENT must also supply the DEPARTMENT with the names and contact information of local project leads.

If there are a significant number of people in the community that speak languages other than English, the RECIPIENT must produce all pamphlets, fliers, meeting notices, reports, and other educational and public outreach materials in English and in the other prevalent language.

FUNDING RECOGNITION

The RECIPIENT must inform the public about DEPARTMENT or the Environmental Protection Agency (EPA) funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from the DEPARTMENT upon request.

INCREASED OVERSIGHT

If this project is selected for increased oversight (as indicated on page 3 of this agreement), the RECIPIENT must submit all backup documentation with each payment request submittal. In addition, the DEPARTMENT's Project Manager must establish a schedule for additional site visits to provide technical assistance to the RECIPIENT and verify progress or payment information.

INDIRECT RATE

To acknowledge overhead costs, the RECIPIENT may charge an indirect rate of up to 25 percent based on employees' direct salary and benefit costs incurred while conducting project-related work. The DEPARTMENT's Financial Manager may require a list of items included in the indirect rate at any time.

MATCHING REQUIREMENTS

Cash Match Requirement. FY 2011 Stormwater Retrofit and LID Competitive grants and FY 2012 Statewide Stormwater Grant Program grants require cash match only.

Interlocal Match Requirement. The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements are consistent with all of the following:

- Terms of this grant agreement.
- The edition of "Administrative Requirements for Ecology Grants and Loans" that is effective at the signing of this agreement.
- Chapter 39.34 RCW Interlocal Cooperation Act.

MINORITY AND WOMEN'S BUSINESS PARTICIPATION

The RECIPIENT agrees to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated after the effective date of this agreement.

Contract awards or rejections cannot be made based on MBE or WBE participation. M/WBE participation is encouraged, however, and the RECIPIENT and all prospective bidders or persons submitting qualifications should take the following steps, when possible, in any procurement initiated after the effective date of this agreement:

- a) Include qualified minority and women's businesses on solicitation lists.

- b) Assure that qualified minority and women's businesses are solicited whenever they are potential sources of services or supplies.
- c) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- d) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- e) Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

The RECIPIENT must report to the DEPARTMENT at the time of submitting each invoice, on forms provided by the DEPARTMENT (Form D), payments made to qualified firms. Please include the following information:

- a) Name and state OMWBE certification number (if available) of any qualified firm receiving funds under the invoice, including any sub-and/or sub-subcontractors.
- b) The total dollar amount paid to qualified firms under this invoice.

PAYMENT REQUEST SUBMITTALS

Frequency. The RECIPIENT must submit payment requests at least quarterly but no more often than monthly, unless allowed by the DEPARTMENT's Financial Manager. The DEPARTMENT's Financial Manager may require the RECIPIENT to submit regular payment requests to ensure efficient and timely use of funds.

Supporting Documentation. The RECIPIENT must submit all payment request vouchers and supportive documentation to the DEPARTMENT's Financial Manager. Payment request voucher submittals are based on match requirements found in the budget.

Required Forms.

<u>Any Match Combination</u>	<u>Cash Only Match</u>	<u>Where Applicable</u>
Form A19-1A (original signature)	Form A19-1A (original signature)	Form E (ECY 060-12)
Form B1 (ECY 060-3)	Form B2 (ECY 060-7)	Form F (ECY 060-13)
Form C1 (ECY 060-8)	Form C2 (ECY 060-9)	Form H (F-21)
Form D (ECY 060-11)	Form D (ECY 060-11)	Form I (ECY 060-15)

Reporting eligible costs. The RECIPIENT must report all eligible costs incurred on the project, regardless of the source of funding for those costs. This includes costs used as match. All eligible and ineligible project costs must be separate and identifiable.

Reimbursements. Payments will be made on a cost-reimbursable basis.

POST PROJECT ASSESSMENT

The RECIPIENT agrees to submit a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project three years after project completion.

The DEPARTMENT's Water Quality Program Performance Measures Lead will contact the RECIPIENT before the Post Project Assessment date to request this data.

The DEPARTMENT may also conduct site interviews and inspections, and may otherwise evaluate the Project, as part of this assessment.

PROCUREMENT

The RECIPIENT certifies by signing this agreement that all applicable requirements have been satisfied in the procurement of any professional services.

PROGRESS REPORTS

The RECIPIENT must submit quarterly progress reports to the DEPARTMENT's Financial Manager and Project Manager. Payment requests will not be processed without a progress report.

Reporting Periods.

- January 1 through March 31
- April 1 through June 30
- July 1 through September 30
- October 1 through December 31

Reporting Due Date. Quarterly progress reports are due 15 days following the end of the quarter.

Report Content. At a minimum, all progress reports must contain a comparison of actual accomplishments to the objectives established for the period, the reasons for delay if established objectives were not met, analysis and explanation of any cost overruns, and any additional pertinent information specified in this agreement.

REQUIRED DOCUMENT SUBMITTALS

The RECIPIENT must submit the following documents to the DEPARTMENT as requested by the DEPARTMENT's Project Manager or Financial Manager:

- Draft project completion reports – one copy
- Electronic copy of final project completion report – one copy
- Final project completion reports – up to three copies
- Final project completion reports of statewide significance – up to 50 copies
- Educational products developed under this agreement – up to two copies

- Documents that require DEPARTMENT Approval – two copies (one for the DEPARTMENT and one for the RECIPIENT)
- Interlocal agreements – one copy for the DEPARTMENT's Financial Manager
- Professional services procurement agreements – 1 copy to the DEPARTMENT's Financial Manager

ATTACHMENT II: GENERAL TERMS AND CONDITIONS PERTAINING TO GRANT AND LOAN AGREEMENTS OF THE DEPARTMENT OF ECOLOGY

A. RECIPIENT PERFORMANCE

All activities for which grant/loan funds are to be used shall be accomplished by the RECIPIENT and RECIPIENT's employees. The RECIPIENT shall only use contractor/consultant assistance if that has been included in the agreement's final scope of work and budget.

B. SUBGRANTEE/CONTRACTOR COMPLIANCE

The RECIPIENT must ensure that all subgrantees and contractors comply with the terms and conditions of this agreement.

C. THIRD PARTY BENEFICIARY

The RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this agreement, the state of Washington is named as an express third-party beneficiary of such subcontracts with full rights as such.

D. CONTRACTING FOR SERVICES (BIDDING)

Contracts for construction, purchase of equipment and professional architectural and engineering services shall be awarded through a competitive process, if required by State law. RECIPIENT shall retain copies of all bids received and contracts awarded, for inspection and use by the DEPARTMENT.

E. ASSIGNMENTS

No right or claim of the RECIPIENT arising under this agreement shall be transferred or assigned by the RECIPIENT.

F. COMPLIANCE WITH ALL LAWS

1. The RECIPIENT shall comply fully with all applicable Federal, State and local laws, orders, regulations and permits. Prior to commencement of any construction, the RECIPIENT shall secure the necessary approvals and permits required by authorities having jurisdiction over the project, provide assurance to the DEPARTMENT that all approvals and permits have been secured, and make copies available to the DEPARTMENT upon request.
2. Discrimination. The DEPARTMENT and the RECIPIENT agree to be bound by all Federal and State laws, regulations, and policies against discrimination. The RECIPIENT further agrees to affirmatively support the program of the Office of Minority and Women's Business Enterprises to the maximum extent possible. If the agreement is federally-funded, the RECIPIENT shall report to the DEPARTMENT the percent of grant/loan funds available to women or minority owned businesses.
3. Wages and Job Safety. The RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the state of Washington which affect wages and job safety.

4. Industrial Insurance. The RECIPIENT certifies full compliance with all applicable state industrial insurance requirements. If the RECIPIENT fails to comply with such laws, the DEPARTMENT shall have the right to immediately terminate this agreement for cause as provided in Section K.1, herein.

G. KICKBACKS

The RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this project to give up any part of the compensation to which he/she is otherwise entitled or, receive any fee, commission or gift in return for award of a subcontract hereunder.

H. AUDITS AND INSPECTIONS

1. The RECIPIENT shall maintain complete program and financial records relating to this agreement. Such records shall clearly indicate total receipts and expenditures by fund source and task or object. All grant/loan records shall be kept in a manner which provides an audit trail for all expenditures. All records shall be kept in a common file to facilitate audits and inspections.

Engineering documentation and field inspection reports of all construction work accomplished under this agreement shall be maintained by the RECIPIENT.

2. All grant/loan records shall be open for audit or inspection by the DEPARTMENT or by any duly authorized audit representative of the state of Washington for a period of at least three years after the final grant payment/loan repayment or any dispute resolution hereunder. If any such audits identify discrepancies in the financial records, the RECIPIENT shall provide clarification and/or make adjustments accordingly.
3. All work performed under this agreement and any equipment purchased, shall be made available to the DEPARTMENT and to any authorized state, federal or local representative for inspection at any time during the course of this agreement and for at least three years following grant/loan termination or dispute resolution hereunder.
4. RECIPIENT shall meet the provisions in OMB Circular A-133 (Audits of States, Local Governments & Non Profit Organizations), including the compliance Supplement to OMB Circular A-133, if the RECIPIENT expends \$500,000 or more in a year in Federal funds. The \$500,000 threshold for each year is a cumulative total of all federal funding from all sources. The RECIPIENT must forward a copy of the audit along with the RECIPIENT'S response and the final corrective action plan to the DEPARTMENT within 90 days of the date of the audit report.

I. PERFORMANCE REPORTING

The RECIPIENT shall submit progress reports to the DEPARTMENT with each payment request or such other schedule as set forth in the Special Conditions. The RECIPIENT shall also report in writing to the DEPARTMENT any problems, delays or adverse conditions which will materially affect their ability to meet project objectives or time schedules. This disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed from the DEPARTMENT to resolve the situation. Payments may be withheld if required progress reports are not submitted. Quarterly reports shall cover the periods January 1 through March 31,

April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be due within 30 days following the end of the quarter being reported.

J. COMPENSATION

1. Method of compensation. Payment shall normally be made on a reimbursable basis as specified in the grant agreement and no more often than once per month. Each request for payment will be submitted by the RECIPIENT on State voucher request forms provided by the DEPARTMENT along with documentation of the expenses. Payments shall be made for each task/phase of the project, or portion thereof, as set out in the Scope of Work when completed by the RECIPIENT and approved as satisfactory by the Project Officer. The payment request form and supportive documents must itemize all allowable costs by major elements as described in the Scope of Work.

Instructions for submitting the payment requests are found in "Administrative Requirements for Ecology Grants and Loans", part IV, published by the DEPARTMENT. A copy of this document shall be furnished to the RECIPIENT. When payment requests are approved by the DEPARTMENT, payments will be made to the mutually agreed upon designee. Payment requests shall be submitted to the DEPARTMENT and directed to the Project Officer assigned to administer this agreement.

2. Period of Compensation. Payments shall only be made for actions of the RECIPIENT pursuant to the grant/loan agreement and performed after the effective date and prior to the expiration date of this agreement, unless those dates are specifically modified in writing as provided herein.
3. Final Request(s) for Payment. The RECIPIENT should submit final requests for compensation within forty-five (45) days after the expiration date of this agreement and within fifteen (15) days after the end of a fiscal biennium. Failure to comply may result in delayed reimbursement.
4. Performance Guarantee. The DEPARTMENT may withhold an amount not to exceed ten percent (10%) of each reimbursement payment as security for the RECIPIENT's performance. Monies withheld by the DEPARTMENT may be paid to the RECIPIENT when the project(s) described herein, or a portion thereof, have been completed if, in the DEPARTMENT's sole discretion, such payment is reasonable and approved according to this agreement and, as appropriate, upon completion of an audit as specified under section J.6. herein.
5. Unauthorized Expenditures. All payments to the RECIPIENT may be subject to final audit by the DEPARTMENT and any unauthorized expenditure(s) charged to this grant/loan shall be refunded to the DEPARTMENT by the RECIPIENT.
6. Mileage and Per Diem. If mileage and per diem are paid to the employees of the RECIPIENT or other public entities, it shall not exceed the amount allowed under state law for state employees.
7. Overhead Costs. No reimbursement for overhead costs shall be allowed unless provided for in the Scope of Work hereunder.

K. TERMINATION

1. For Cause. The obligation of the DEPARTMENT to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of the DEPARTMENT, to perform any obligation required of it by this agreement, the DEPARTMENT may refuse to pay any further funds there under and/or terminate this agreement by giving written notice of termination.

A written notice of termination shall be given at least five working days prior to the effective date of termination. In that event, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT under this agreement, at the option of the DEPARTMENT, shall become Department property and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Despite the above, the RECIPIENT shall not be relieved of any liability to the DEPARTMENT for damages sustained by the DEPARTMENT and/or the State of Washington because of any breach of agreement by the RECIPIENT. The DEPARTMENT may withhold payments for the purpose of setoff until such time as the exact amount of damages due the DEPARTMENT from the RECIPIENT is determined.

2. Insufficient Funds. The obligation of the DEPARTMENT to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. When this agreement crosses over state fiscal years the obligation of the DEPARTMENT is contingent upon the appropriation of funds during the next fiscal year. The failure to appropriate or allot such funds shall be good cause to terminate this agreement as provided in paragraph K.1 above.

When this agreement crosses the RECIPIENT's fiscal year, the obligation of the RECIPIENT to continue or complete the project described herein shall be contingent upon appropriation of funds by the RECIPIENT's governing body; provided, however, that nothing contained herein shall preclude the DEPARTMENT from demanding repayment of ALL funds paid to the RECIPIENT in accordance with Section O herein.

3. Failure to Commence Work. In the event the RECIPIENT fails to commence work on the project funded herein within four months after the effective date of this agreement, or by any date agreed upon in writing for commencement of work, the DEPARTMENT reserves the right to terminate this agreement.

L. WAIVER

Waiver of any RECIPIENT default is not a waiver of any subsequent default. Waiver of a breach of any provision of this agreement is not a waiver of any subsequent breach and will not be construed as a modification of the terms of this agreement unless stated as such in writing by the authorized representative of the DEPARTMENT.

M. PROPERTY RIGHTS

1. Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but the

DEPARTMENT retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes. Where federal funding is involved, the federal government may have a proprietary interest in patent rights to any inventions that are developed by the RECIPIENT as provided in 35 U.S.C. 200-212.

2. Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish information of the DEPARTMENT; present papers, lectures, or seminars involving information supplied by the DEPARTMENT; use logos, reports, maps or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the DEPARTMENT.
3. Tangible Property Rights. The DEPARTMENT's current edition of "Administrative Requirements for Ecology Grants and Loans", Part V, shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by the DEPARTMENT in the absence of state, federal statute(s), regulation(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the Scope of Work.
4. Personal Property Furnished by the DEPARTMENT. When the DEPARTMENT provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to the DEPARTMENT prior to final payment by the DEPARTMENT. If said property is lost, stolen or damaged while in the RECIPIENT's possession, the DEPARTMENT shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
5. Acquisition Projects. The following provisions shall apply if the project covered by this agreement includes funds for the acquisition of land or facilities:
 - a. Prior to disbursement of funds provided for in this agreement, the RECIPIENT shall establish that the cost of land/or facilities is fair and reasonable.
 - b. The RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses contemplated by this agreement.
6. Conversions. Regardless of the contract termination date shown on the cover sheet, the RECIPIENT shall not at any time convert any equipment, property or facility acquired or developed pursuant to this agreement to uses other than those for which assistance was originally approved without prior written approval of the DEPARTMENT. Such approval may be conditioned upon payment to the DEPARTMENT of that portion of the proceeds of the sale, lease or other conversion or encumbrance which monies granted pursuant to this agreement bear to the total acquisition, purchase or construction costs of such property.

N. SUSTAINABLE PRODUCTS

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is encouraged to implement sustainable practices where and when possible. These practices include

use of clean energy, and purchase and use of sustainably produced products (e.g., recycled paper). For more information, see <http://www.ecy.wa.gov/sustainability/>.

O. RECOVERY OF PAYMENTS TO RECIPIENT

The right of the RECIPIENT to retain monies paid to it as reimbursement payments is contingent upon satisfactory performance of this agreement including the satisfactory completion of the project described in the Scope of Work. In the event the RECIPIENT fails, for any reason, to perform obligations required of it by this agreement, the RECIPIENT may, at the DEPARTMENT's sole discretion, be required to repay to the DEPARTMENT all grant/loan funds disbursed to the RECIPIENT for those parts of the project that are rendered worthless in the opinion of the DEPARTMENT by such failure to perform.

Interest shall accrue at the rate of twelve percent per year from the time the DEPARTMENT demands repayment of funds. If payments have been discontinued by the DEPARTMENT due to insufficient funds as in Section K.2 above, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination. Any property acquired under this agreement, at the option of the DEPARTMENT, may become the DEPARTMENT'S property and the RECIPIENT'S liability to repay monies shall be reduced by an amount reflecting the fair value of such property.

P. PROJECT APPROVAL

The extent and character of all work and services to be performed under this agreement by the RECIPIENT shall be subject to the review and approval of the DEPARTMENT through the Project Officer or other designated official to whom the RECIPIENT shall report and be responsible. In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the Project Officer or other designated official as to the extent and character of the work to be done shall govern. The RECIPIENT shall have the right to appeal decisions as provided for below.

Q. DISPUTES

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of in writing shall be decided by the Project Officer or other designated official who shall provide a written statement of decision to the RECIPIENT. The decision of the Project Officer or other designated official shall be final and conclusive unless, within thirty days from the date of receipt of such statement, the RECIPIENT mails or otherwise furnishes to the Director of the DEPARTMENT a written appeal. In connection with appeal of any proceeding under this clause, the RECIPIENT shall have the opportunity to be heard and to offer evidence in support of this appeal. The decision of the Director or duly authorized representative for the determination of such appeals shall be final and conclusive. Appeals from the Director's determination shall be brought in the Superior Court of Thurston County. Review of the decision of the Director will not be sought before either the Pollution Control Hearings Board or the Shoreline Hearings Board. Pending final decision of dispute hereunder, the RECIPIENT shall proceed diligently with the performance of this agreement and in accordance with the decision rendered.

R. CONFLICT OF INTEREST

No officer, member, agent, or employee of either party to this agreement who exercises any function or responsibility in the review, approval, or carrying out of this agreement, shall participate in any decision which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly interested; nor shall he/she have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

S. INDEMNIFICATION

1. The DEPARTMENT shall in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
2. To the extent that the Constitution and laws of the State of Washington permit, each party shall indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this agreement.

T. GOVERNING LAW

This agreement shall be governed by the laws of the State of Washington.

U. SEVERABILITY

If any provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this agreement which can be given effect without the invalid provision, and to this end the provisions of this agreement are declared to be severable.

V. PRECEDENCE

In the event of inconsistency in this agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable Federal and State statutes and regulations; (b) Scope of Work; (c) Special Terms and Conditions; (d) Any terms incorporated herein by reference including the "Administrative Requirements for Ecology Grants and Loans"; and (e) the General Terms and Conditions.

SS-010 Rev. 04/04

Index #5

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: October 22, 2012

AGENDA ITEM: Professional Services Agreement with Macaulay & Associates, Ltd. for Professional Services on the I-5 Overpass at 156 th St. NE Local Improvement District (LID)	AGENDA SECTION:	
PREPARED BY: Shawn Smith, P.E., Engineering Services Manager	APPROVED BY:	
ATTACHMENTS: Professional Services Agreement		
	MAYOR	CAO
BUDGET CODE: 30500030.563000 R0604	AMOUNT: \$130,800.00	

DESCRIPTION:

This Professional Services Agreement will provide the City with the professional appraisal services for the I-5 Overpass at 156th St. NE LID. This contract provides for the final special benefit/proportionate assessment study for the 156th St. Overpass LID. Macaulay & Associates, Ltd. performed the initial special benefit/proportionate assessment study in 2009.

The overpass is nearing completion and the final special benefit/proportionate assessment study is required prior to establishing the LID.

It is staff's opinion that the fee of \$130,800.00 is fair. In light of these facts, staff is confident that the City would be well-served by this contract.

RECOMMENDED ACTION:

AUTHORIZE THE MAYOR TO SIGN THE Professional Services Agreement in the amount of \$130,800.00 with Macaulay & Associates, Ltd.

COUNCIL ACTION:

(Empty space for Council Action)

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND MACAULAY & ASSOCIATES, LTD
FOR CONSULTING SERVICES**

THIS AGREEMENT, made and entered into in Snohomish County, Washington, by and between CITY OF MARYSVILLE, hereinafter called the "City," and Macaulay & Associates, LTD, a Washington corporation, hereinafter called the "Consultant."

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

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

ARTICLE I. PURPOSE

The purpose of this agreement is to provide the City with consulting appraisal services to provide a final special benefit/proportionate assessment study for a Local Improvement District (LID) for the construction of the 156th Steet/Interstate 5 overpass. Our scope of services is described in Article II. The general terms and conditions of relationships between the City and the Consultant are specified in this agreement.

ARTICLE II. SCOPE OF WORK

The scope of work is set out in the attached Estimate of Professional Services for the final special benefit/proportionate assessment study, hereinafter referred to as the "scope of

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

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

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

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

III.2 **WORK PRODUCT AND DOCUMENTS.** The work product and all documents listed in the scope of services shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

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

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

III.3 **TIME OF PERFORMANCE.** The Consultant shall be authorized to begin work under the terms of this agreement upon signing of both the scope of services and this agreement and

shall complete the work by February 28, 2013, unless a mutual written agreement is signed to change the schedule. An extension of the time for completion may be given by the City due to conditions not expected or anticipated at the time of execution of this agreement.

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

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

III.6 **INDEMNITY.**

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

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

c. The provisions of this section shall survive the expiration or termination of this agreement.

III.7 INSURANCE.

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

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

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

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

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

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

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

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

III.8 **DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION.** The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital

status, sex, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

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

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

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

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

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

III.14 **CITY CONFIDENCES.** The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 **PAYMENTS.** The Consultant shall be paid by the City for completed work for services rendered under this agreement and as detailed in the scope of services as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. Payment shall be on a time and expense basis, provided, however, in no event shall total payment under this agreement exceed \$130,800.00. In the event the City elects to expand the scope of services from that set forth in **Exhibit A**, the City shall pay Consultant an additional amount based on a time and expense basis, based upon Consultant's current schedule of hourly rates.

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

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

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

ARTICLE V. GENERAL

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

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

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

Macaulay & Associates, Ltd.
Attn: Robert Macaulay, MAI
2927 Colby Ave, Suite 100
Everett, WA 98201

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

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

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

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

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

DATED this _____ day of _____, 2012.

CITY OF MARYSVILLE

By _____

Robert J. Macaulay, CONSULTANT

By *Grant K. Weed*

Approved as to form:

GRANT K. WEED, City Attorney

Macaulay & Associates, Ltd. Real Estate Appraisers & Consultants
2927 Colby Avenue, Suite 100 • Everett, WA 98201
Everett 425-258-2611 • Seattle 206-382-9711 • Fax 425-252-1210

September 19, 2012

Mr. Shawn A. Smith, P.E.
Engineering Services Manager, Land Use
City of Marysville
80 Columbia Avenue
Marysville, WA 98270

Re: Time and fee estimate for City of Marysville special benefit/proportionate assessment study for 156th/51st Road/I-5 overpass local improvement project (LID) - Final Assessment Roll, Marysville, WA.

Dear Mr. Smith:

As requested, I have prepared a time and fee estimate for completion of the above-referenced special benefit study. The scope of the assignment will involve completion of a final special benefit/proportionate assessment study and preparation of a report summarizing our findings. There are approximately 360 properties in the LID to be analyzed within our special benefit/proportionate assessment study. Property types are a mix of commercial (office and retail), industrial and residential and includes the Lakewood Crossing, a 476,000 SF retail complex anchored by Costco and Target stores. The report will consider physical and economic characteristics of each affected parcel. A base study will be undertaken, to consist of the assemblage of pertinent market data and investigation of the environmental, economic, governmental and social forces influencing the subject area. Consideration will be given to current zoning, land use trends, building improvements, wetland areas, highest and best use and other factors influencing market value for each property type or ownership, without and with the amenity of the LID road improvement project.

The increase in probable market value adhering to each parcel due to the LID project is the measure of special benefit. The total assessment to be levied will be obtained from the municipal LID coordinator. The sum total of special benefit estimated for each parcel is the aggregate special benefit attributable to assessable property within the proposed LID; this total divided into the total LID assessment provides the assessment ratio or the LID assessment per dollar of special benefit. The special benefit to each parcel times the cost/benefit ratio results in the individual assessment recommended to that parcel.

The recommended assessments will meet the following two criteria:

- a) Each recommended assessment is equal to or less than the special benefit accruing to that particular parcel.
- b) Each recommended assessment is fair and in proportion to the special benefit derived by that parcel and all other parcels due to the LID project.

There are many variables in a sizable project such as this which spans an extended time period. It has been our experience when working on projects of this magnitude that there are often scheduling changes as well as revisions to the scope of our assignment and other unforeseen complications which can result in increased time expenditures. Although this proposal is currently our best estimate of the scope of the assignment, some flexibility in contract arrangements into which we enter would be most beneficial to both parties. We have made every effort to estimate the hours needed to successfully complete the assignment. However, if the scope of work is expanded or other significant factors at some point enter into defining our assignment, it may be necessary to negotiate supplemental agreements or contract amendments.

Completion of our work, as the assignment is described herein, will result in a final special benefit study report which provides a narrative summary of the study and tabulation of recommended assessments for the parcels in our study. Due to the size of the project and number of parcels, individual appraisal reports on each are not prepared. Limited assignment mass appraisal techniques are utilized and a spreadsheet summarizing our value conclusions without and with the LID assumed completed is prepared. Based on the above scope of work, our time and fee estimate is summarized below:

Time and Fee Estimate City of Marysville Special Benefit/Proportionate Assessment Study for 156th St./I-5 Overpass LID Final Assessment Roll				
Appraiser	Tasks	Hours	Rate/ Hour	Total
Robert J. Macaulay, MAI	Project management, consultation/meetings with consultants and city staff. Property inspections, analysis and report preparation along with preparation and attendance at the final assessment roll hearing.	320	\$225	\$72,000
Charles R. Macaulay, MAI	Project review and analysis consultation.	80	\$225	\$18,000
Kelly R. Hao and Ashley K. Zacharia, Appraisers	Market research, analysis, spreadsheet compilation, report preparation assistance and property inspections.	240	\$150	\$36,000
Holly Warren, Administrative	Administrative assistance, typing, editing, clerical support.	80	\$60	\$4,800
Total				\$130,800

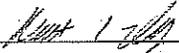
Mr. Shawn A. Smith, P.E
September 19, 2012
Page 3

The above estimate includes preparation for and attendance at the final assessment roll hearing. It does not include additional hearing preparation/attendance and individual report(s) preparation. As we discussed there may be additional individual reports prepared prior to finalization of our work and these costs, if needed, will be billed at our hourly rates summarized above.

There are approximately 360 individual tax parcels in the LID boundary area. The above fee estimate reflects a cost of approximately \$365± per parcel, which is at the low end for fees associated with other special benefit final assessment reports we have completed. Due to the consistency of highest and best use for a number of parcels in the LID boundary, the lower cost per parcel is reasonable for this project. Final assessment studies have higher fees than previous formation studies due to the additional analysis required for a final assessment study, together with additional time required for hearing preparation and attendance. Completion of our report, once we have authorization to proceed, will be approximately 12 weeks.

If you have any questions or need additional information, please let me know. We look forward to working with the City of Marysville on this project.

Sincerely,
MACAULAY & ASSOCIATES, LTD.



Robert J. Macaulay, MAI
WA State Certified - General Appraiser No. 1100517

Index #6

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF MARYSVILLE ANNOUNCING THE
RETIREMENT OF K-9 POLICE DOG BRODY AND THEREFORE
DECLARING THE K-9 POLICE DOG BRODY TO BE SURPLUS AND
AUTHORIZING THE SALE OF THE K-9 POLICE DOG BRODY.**

WHEREAS, the City is the owner of K-9 Police Dog BRODY and the City has determined that BRODY is to be retired and is no longer needed for further public use or necessity; and,

WHEREAS, the dog has been bonded with one master and for purposes of safety and security and for the well being of the animal, it should remain with Sergeant Joby Johnson; and,

WHEREAS, it is also in the public interest to provide for the retirement and sale of BRODY to Sergeant Joby Johnson;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON AS FOLLOWS:

Section 1. The K-9 Police Dog BRODY is hereby declared surplus to the foreseeable needs of the City.

Section 2. It is deemed to be in the public interest for the City to sell the dog to Sergeant Joby Johnson.

Section 3. The Mayor or the Mayor's designee is hereby authorized to sell the dog to Sergeant Joby Johnson.

PASSED by the City Council and APPROVED by the Mayor this 22nd day of October, 2012.

CITY OF MARYSVILLE

By _____
JON NEHRING, Mayor

ATTEST:

By _____
APRIL O'BRIEN, Deputy City Clerk

Approved as to form:

By _____
GRANT K. WEED, City Attorney

Index #7

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: October 22, 2012

AGENDA ITEM: Canine Transfer of Ownership	AGENDA SECTION: New Business
PREPARED BY: Robb Lamoureux, Commander 	AGENDA NUMBER:
ATTACHMENTS: Canine Transfer of Ownership Agreement	APPROVED BY:  Rick Smith, Chief of Police
	MAYOR CAO
BUDGET CODE:	AMOUNT:

As a result of medical conditions K-9 Brody is unable to continue performing official canine duties and the decision has been made to retire him from service.

With City approval, and by Department Policy, Brody's handler, Sergeant Joby Johnson, has first right of refusal to adopt the retired canine, and as such has expressed his desire to officially adopt K-9 Brody.

Official adoption includes the payment of one dollar (\$1.00) by Sergeant Johnson to the City of Marysville.

Council action would authorize the Mayor to sign the agreement to transfer ownership of K-9 Brody to Sergeant Joby Johnson.

The Ownership Transfer Agreement has been approved as to form by the City Attorney's office.

RECOMMENDED ACTION: Staff recommends City Council authorize the Mayor to sign the agreement transferring ownership of K-9 Brody to Sergeant Joby Johnson.
COUNCIL ACTION:

AGREEMENT

THIS AGREEMENT made and entered into on this 22nd day of October 2012, by and between the City of Marysville, a municipal corporation under the laws of the State of Washington, hereinafter referred to as the "City," and Sergeant Joby Johnson, hereinafter referred to as the "Buyer."

WHEREAS, the Marysville Police Department has one (1) Narcotics Canine a Chocolate Labrador dog known as K-9 Officer BRODY; and

WHEREAS, the City desires to retire K-9 Officer BRODY; and

WHEREAS, Buyer desires to purchase said retired K-9 Officer BRODY;

NOW, THEREFORE, in consideration of the mutual benefits to be derived herefrom and One Dollar (\$1.00) and other good and valuable consideration received by the City from the Buyer, the parties herein do mutually agree as follows:

1. The City agrees to assign, convey and transfer all rights, title and interest in the dog known as K-9 Officer BRODY to Buyer.
2. Acknowledgment of Training and Release of Liability. In accepting transfer from the City of the dog known as K-9 Officer BRODY, a Narcotics Canine a Chocolate Labrador dog, Buyer recognizes that said animal has received training in police canine procedures and tactics, including, but not limited to, attack training and other forms of aggressive conduct, and by acceptance of this animal, Buyer, for and in consideration of the transfer to him of K-9 Officer BRODY, agrees to hold harmless the City of Marysville, the Marysville Police Department, and its officers, employees and agents from any and all liability whatsoever that might arise from acts engaged in by the forenamed canine resulting from his training as herein described, as well as any other acts of said canine whether or not attributable to such training.

Buyer further agrees to waive any and all claims of liability insofar as the City of Marysville, the Marysville Police Department, its officers, employees and agents are concerned that might arise as a result of his use and/or possession of said animal.

It is further understood by Buyer that, in consideration of this transfer, the City makes no representations concerning the health of the animal, which is transferred "as is" and Buyer assumes all responsibility and obligation for the condition, care and acts, of said animal.

3. Indemnification. Buyer agrees to assume any and all risks from the date first written above and the Buyer further agrees to release, indemnify and promise to defend and save harmless the City, its officers, employees and agents from and against any and all

liability, injuries, loss, damage, expense, actions and claims, including costs and reasonable attorney's fees incurred by the City, its officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of said canine's activities from date of said transfer; provided, however, this paragraph does not purport to indemnify the City against liability for any activities of said canine prior to said transfer date.

4. Severability. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, the remainder of the Agreement shall remain in full force and effect.
5. Venue. It is agreed that venue for any lawsuit arising out of this Agreement shall be Snohomish County.

IN WITNESS WHEREOF, the City and Buyer have executed this Agreement the day and year first above written.

CITY OF MARYSVILLE

BUYER

JON NEHRING, Mayor,

SERGEANT JOBY JOHNSON

ATTEST:

APRIL O'BRIEN, Deputy City Clerk

APPROVED AS TO FORM:

GRANT K. WEED, City Attorney