

Marysville City Council Work Session

December 3, 2012

7:00 p.m.

City Hall

Call to Order

Pledge of Allegiance

Roll Call

Committee Reports

Presentations

Discussion Items

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

[1. Approval of the November 13, 2012, City Council Meeting Minutes.](#)

2. Approval of the November 26, 2012, City Council Meeting Minutes.

Consent

[3. Approval of the November 21, 2012, Claims in the Amount of \\$730,665.19; Paid by Check Number's 81002 through 81138 with Check Number's 80672 and 80942 Voided.](#)

[4. Approval of the November 20, 2012, Payroll in the Amount of \\$807,141.65; Paid by Check Number's 26085 through 26117.](#)

Review Bids

Public Hearings

New Business

[5. Ninth Amendment to the Interlocal Agreement for Jail Services with the City of Lake Stevens.](#)

[6. Local Agency Federal Aid Project Prospectus and Local Agency Funding Agreement with WSDOT thereby Securing Funding for the 2012 City Safety Program.](#)

[7. Visitor and Community Information Center Services Agreement between the Greater Marysville Tulalip Chamber of Commerce and City of Marysville.](#)

[8. Affirm the Citizen Advisory Committee 2013 Funding Allocation and Program Year 2012 Amendments, and Direct Staff to Notify Program Year 2013 Subrecipients of the Funding Recommendations Prepare a Program Year 2013 Annual Action Plan and Amend the 2012 Annual Action Plan in Accordance with the Citizen Participation Plan.](#)

Work Sessions are for City Council study and orientation – Public Input will be received at the December 10, 2012 City Council meeting.

Marysville City Council Work Session

December 3, 2012

7:00 p.m.

City Hall

9. City Attorney Retainer Agreement between the City of Marysville and Weed, Graafstra, and Benson Inc., P.S.

10. Professional Services Agreement between the City of Marysville and Strategies 360 for Consultant Services.

11. Snohomish County Cities Legislative Priorities.

12. Renewal of Facility Use Agreement with the United States Bankruptcy Court.

13. A **Resolution** Amending Resolution 2296 of the City of Marysville Authorizing an Interfund Loan Not To Exceed \$841,000 from the Waterworks Utility Fund 401 to the Golf Fund 420, and Providing a Formula for Payment of Interest.

14. An **Ordinance** of the City of Marysville Amending the 2012 Budget and Providing for the Increase of Certain Expenditure Items as Budgeted for in Ordinance No. 2881.

15. An **Ordinance** of the City of Marysville, Washington Increasing Water, Sewer, and Surface Water Utility Rates and Amending Sections 14.07.060, 14.07.070, and 14.19.050 of the Marysville Municipal Code as Allowed Under Section 14.07.075.

16. Interlocal Agreement between City of Marysville and SR9 Coalition.

20. Professional Services Agreement between the City of Marysville and Summit Law Group.

Legal

17. Amendment to Agreement through June 30 to the Professional Services Agreement with Feldman & Lee, P.S. to Provide Indigent Defense Services.

Mayor's Business

18. LEOFF I Disability Board Reappointments: Donna Wright & Jeff Vaughan.

Staff Business

19. Population and Employment Allocations – Vision 2040 Regional Growth Strategy.

Call on Councilmembers

Executive Session

A. Litigation

B. Personnel

Work Sessions are for City Council study and orientation – Public Input will be received at the December 10, 2012 City Council meeting.

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7:00 p.m.

City Hall

C. Real Estate

Adjourn

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

Index #1

Call to Order/Pledge of Allegiance/Roll Call	7:00 p.m.
Excuse the absence of Councilmember Toyer	Approved
Approval of Minutes	
Approval of the September 21, 2012, City Council Retreat Minutes.	Approved
Approval of the October 22, 2012, City Council Meeting Minutes.	Approved
Consent Agenda	
Approval of the October 17, 2012, Claims in the Amount of \$2,734,183.55; Paid by Check Number's 80289 through 80403 with Check Number's 76886 and 79570 Voided.	Approved
Approval of the October 24, 2012, Claims in the Amount of \$358,241.43; Paid by Check Number's 80404 through 80528 with Check Number's 57324, 57585, 59146, 59633, 60886, 61370, 62714, 64263, 66627, 67034, 67276, 67654, 70656, and 71001 Voided.	Approved
Approval of the October 19, 2012, Payroll in the Amount of \$815,911.57; Paid by Check Number's 26006 through 26039.	Approved
Authorize the Mayor to Sign the Interlocal Agreement with the City of Lynnwood for Electrical Inspection and Plan Review Services.	Approved
Authorize the Mayor to Sign the Washington Public Agency Contract Renewal with MRSC in the Amount of \$360.	Approved
Approval of the Shasta Ridge PRD Phase 3 – Final Plat.	Approved
Approval of the October 31, 2012, Claims in the Amount of \$138,357.23; Paid by Check Number's 80529 through 80666 with Check Number's 68744, 68955, 74975, 80143, and 80509 Voided.	Approved
Review Bids	
Award Bid for the 83rd Avenue Water Main Contract to Reece Trucking and Excavating in the Amount of \$603,432.10 Including Washington State Sales Tax and Approve a Management Reserve of \$60,000.00 for a Total Allocation of \$663,432.10.	Approved
Public Hearing	
2013 Proposed Budget	Held
New Business	
A Resolution of the City of Marysville Adopting a City Vision Statement, Mission Statement, and Core Values Statement.	Approved Res. No. 2335
An Ordinance of the City of Marysville levying EMS taxes upon all property real, personal and utility subject to taxation within the corporate limits of the City of Marysville, Washington for the year 2013.	Approved Ord. No. 2908
An Ordinance of the City of Marysville levying regular taxes upon all property real, personal and utility subject to taxation within the corporate limits of the City of Marysville, Washington for the year 2013. (Option A with the property taxes at zero and with 1% banked.)	Approved Ord. No. 2909
An Ordinance of the City of Marysville Amending Sections 3.64.020(1) and (2) of the Marysville Municipal Code, Relating to the Utility Tax on Telephone Services.	Approved Ord. No. 2910

An Ordinance of the City of Marysville adopting a budget for the City of Marysville, for the year 2013, setting forth in summary form the totals of estimated revenues and appropriations for each separate fund and the aggregate totals of all such funds combined, and establishing compensation levels as proscribed by MMC 3.50.030.	Approved Ord. No. 2911
Legal	
Mayor's Business	
Confirm the appointment of Katherine Smith to the Planning Commission serving until August 2, 2014	Approved
Staff Business	
Call on Councilmembers	
Recess	8:26 p.m.
Executive Session	8:30 p.m.
Litigation – two items	
Personnel – one item	
	.
Adjournment	8:50 p.m..



Regular Meeting
November 13, 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 Tim Campbell of Cross Connection Ministries.

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, Jeff Vaughan, and Donna Wright

Absent: Rob Toyer

Also Present: Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Police Chief Rick Smith, City Attorney Grant Weed, Public Works Superintendent Doug Bye, Senior Planner Chris Holland, Parks and Recreation Director Jim Ballew, Court Administrator Suzanne Elsner, Financial Planning Manager Denise Gritton, and Recording Secretary Laurie Hugdahl.

Mayor Nehring reported that Councilmember Toyer had informed him he would be unable to attend tonight's meeting due to work commitments.

Motion made by Councilmember Stevens, seconded by Councilmember Muller, to excuse the absence of Councilmember Toyer. **Motion** passed unanimously (6-0).

Committee Reports

Carmen Rasmussen reported on the Marysville Fire District Board of Directors meeting on October 17 where the following items were covered:

- Chief Corn acknowledged that a couple of donations, including one donation from an estate, have been received by the Fire District for which the Board of Directors is very grateful.
- Chelsea gave a report on the review and site visit that was conducted on Systems Design who does the EMS billing for the Fire District.
- The recruit academy graduation was earlier this month. Three recruits graduated from North Bend and are on the job now.
- The Fire District sold an old fire truck to Wahkiakum County.
- Personnel overtime continues to be running high but is still down overall from last year by approximately \$120,000. There have been significant adjustments to reduce overtime.
- Fire District employees were wearing pink shirts in honor of efforts to combat breast cancer.
- There was discussion about accepting credit and debit cards for EMS billing. There was agreement, with certain stipulations, to agree to move in that direction.
- The 2013 Fire District Budget will be approved at the November board meeting on Monday, November 19.

Jeff Seibert reported on the Public Works Committee Meeting where the following items were discussed:

- The Strategic Plan.
- There was an excellent presentation on the snow and ice program for the upcoming winter.
- An asphalt recycler.
- The three-year pavement management plan.
- Arlington and Marysville's future expansion areas.
- Staff updates on decant facility, 156th Street, PUD water purchase, surface water fees for federal facilities.
- There was a demo of the new sweeper truck.

Audience Participation

Preston Dvoskin, 11120 - 46th Ave NE, Marysville, WA, 98271, spoke in support of the budget as presented. He commended the Council, Mayor, and staff for their work on this. He then asked Mayor Nehring, Chief Smith, and Director Ballew to highlight their top priorities for 2013 in the budget.

- Mayor Nehring pointed to financial stability, public safety, and economic development as his top priorities.
- Chief Smith highlighted the importance of safety and security for citizens, the reduction of crime and the perception of crime, greater outreach to the community to build greater partnerships.
- Director Ballew stated that Parks' primary goals were to keep levels of service at the best possible level and provide special events.

Approval of Minutes

1. Approval of the September 21, 2012, City Council Retreat Minutes.

Councilmembers Seibert and Muller stated that they would be abstaining as they were not at the retreat.

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

2. Approval of the October 22, 2012, City Council Meeting Minutes.

Councilmember Rasmussen stated that she would be abstaining from the vote.

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

Consent

3. Approval of the October 17, 2012, Claims in the Amount of \$2,734,183.55; Paid by Check Number's 80289 through 80403 with Check Number's 76886 and 79570 Voided.
4. Approval of the October 24, 2012, Claims in the Amount of \$358,241.43; Paid by Check Number's 80404 through 80528 with Check Number's 57324, 57585, 59146, 59633, 60886, 61370, 62714, 64263, 66627, 67034, 67276, 67654, 70656, and 71001 Voided.
5. Approval of the October 19, 2012, Payroll in the Amount of \$815,911.57; Paid by Check Number's 26006 through 26039.
8. Authorize the Mayor to Sign the Interlocal Agreement with the City of Lynnwood for Electrical Inspection and Plan Review Services.
9. Authorize the Mayor to Sign the Washington Public Agency Contract Renewal with MRSC in the Amount of \$360.
10. Approval of the Shasta Ridge PRD Phase 3 – Final Plat.
13. Approval of the October 31, 2012, Claims in the Amount of \$138,357.23; Paid by Check Number's 80529 through 80666 with Check Number's 68744, 68955, 74975, 80143, and 80509 Voided.

Motion made by Councilmember Rasmussen, seconded by Councilmember Stevens, to approve the Consent Agenda as presented. **Motion** passed unanimously (6-0).

Review Bids

6. Award Bid for the 83rd Avenue Water Main Contract to Reece Trucking and Excavating in the Amount of \$603,432.10 Including Washington State Sales Tax and Approve a Management Reserve of \$60,000.00 for a Total Allocation of \$663,432.10.

Public Works Superintendent Doug Byde reviewed this item. He stated that there were 19 bids for the project, and Reece Trucking has been selected.

Motion made by Councilmember Stevens, seconded by Councilmember Vaughan, to Award Bid for the 83rd Avenue Water Main Contract to Reece Trucking and Excavating in the Amount of \$603,432.10 Including Washington State Sales Tax and Approve a Management Reserve of \$60,000.00 for a Total Allocation of \$663,432.10. **Motion** passed unanimously (6-0).

Public Hearings

7. 2013 Proposed Budget.

Mayor Nehring thanked Sandy Langdon, Denise Gritton, and other staff members for the enormous amount of work they have done on the budget. He also thanked the City Council for their input on the budget this year and in prior years to put the City in the position it is in now. He explained that they have been cautiously optimistic on this budget. The projections are very conservative and continue to reflect a disciplined spending philosophy. It also represents some modest investments back into Marysville. Reserves are back at 10%. He was very pleased that this goal was reached ahead of time. The funding of the Fleet Reserve Fund, Building Maintenance Fund, IT Fund and Capital Reserve Fund are also very positive actions. Overlays and pavement preservation are being recommended in this budget for the first time in several years. Some new police officers will be proposed. The budget also proposes funds for downtown revitalization efforts such as Clean Sweep. Debts have been reduced and eliminated in this budget. The library loan, one of the gold interfund loans, the Boys and Girls Club building, a couple utility bonds, and a drinking water trust fund loan will all be paid off this year. The golf course subsidy continues to decrease yearly. He commended Jim Ballew for his ongoing work on this. There is also a proposal to invest in some domestic violence services in the community and walkability projects such as walking paths in Bayview Trail and other areas.

Finance Director Langdon reviewed changes in the budget since the workshop and presented the proposed 2013 budget as contained in the council packet.

Public Hearing:

Mayor Nehring opened the public hearing at 7:45 p.m. and solicited public comments. Seeing none, the hearing was closed at 7:45 p.m.

Council Comments and Questions: None

New Business

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

CAO Hirashima stated that this formalizes the work the Council did at the retreat this year.

Motion made by Councilmember Wright, seconded by Councilmember Stevens, to approve Resolution No. 2335. **Motion** passed unanimously (6-0).

14. An Ordinance of the City of Marysville levying EMS taxes upon all property real, personal and utility subject to taxation within the corporate limits of the City of Marysville, Washington for the year 2013.

Motion made by Councilmember Rasmussen, seconded by Councilmember Muller, to approve Ordinance No. 2908. **Motion** passed unanimously (6-0).

15. An Ordinance of the City of Marysville levying regular taxes upon all property real, personal and utility subject to taxation within the corporate limits of the City of Marysville, Washington for the year 2013.

Councilmember Vaughan stated that it is nice to be in the position the City is in. He appreciates that the Facility and Fleet funds have been restored. He is pleased with the Reserve Fund and the projections for that going forward. He also appreciates the lean initiatives the city is proposing. It is important to him that the budget is fiscally conservative.

Motion made by Councilmember Vaughan, seconded by Councilmember Stevens, to approve Ordinance No. 2909, Option A with the property taxes at zero and with 1% banked.

Councilmember Seibert asked if Council has the ability to amend this. Finance Director Langdon explained the options available to the Council.

Motion carried (5-1) with Councilmember Seibert voting against the motion.

16. An Ordinance of the City of Marysville Amending Sections 3.64.020(1) and (2) of the Marysville Municipal Code, Relating to the Utility Tax on Telephone Services.

Motion made by Councilmember Rasmussen, seconded by Councilmember Wright, to approve Ordinance No. 2910. **Motion** passed unanimously (6-0).

17. An Ordinance of the City of Marysville adopting a budget for the City of Marysville, for the year 2013, setting forth in summary form the totals of estimated revenues and appropriations for each separate fund and the aggregate totals of all such funds combined, and establishing compensation levels as proscribed by MMC 3.50.030.

Motion made by Councilmember Muller, seconded by Councilmember Stevens, to approve Ordinance No. 2911, the 2013 Budget. **Motion** passed unanimously (6-0).

Legal

Mayor's Business

18. Planning Commission Appointment: Katherine Smith.

Motion made by Councilmember Seibert, seconded by Councilmember Wright, to confirm the appointment of Katherine Smith to the Planning Commission serving until August 2, 2014. **Motion** passed unanimously (6-0).

Mayor Nehring:

- Thanks to all who made it out for the recent ribbon cuttings.
- The ribbon cutting for 156th has been moved to January.
- At the SERS Board meeting last week there was discussion about future console replacement issues.
- At a recent Coffee Klatch with citizens, concerns were raised which included: graffiti, street paving, overall beautification, pet waste on walking trails. He discussed measures they are taking to deal with the pet waste issue.

Staff Business

Sandy Langdon thanked Council for approving the budget.

Doug Byde thanked the Council for awarding the bid for the 83rd water main project.

Chief Smith:

- He gave an update on a recent home invasion robbery which police have been working on with detectives. He stressed that this was a targeted event and was not random. Police will continue to investigate.
- He appreciates the domestic violence services funding as part of the budget. This is a very good thing for the citizens of Marysville.
- Thanks to everyone for their hard work on the budget. This was the easiest budget in the last four years since it has been streamlined so much over the years.

DRAFT

- Human Resources employees Marcia and Kristy have been working with police on sergeant, lieutenant, and commander testing. They have been phenomenal with their effort at keeping police on track.
- He is looking forward to speaking at a coaches' clinic for the basketball coaches.

Jim Ballew:

- Thanks to Councilmember Vaughan for his comments on the budget. He concurs with those and is proud of what the City has accomplished.
- Thanks to Council for passing the budget.
- Chief Smith will be speaking about safety and community pride to 57 coaches who are coaching 65 basketball teams.
- Holiday lights are starting to come on around town as staff is getting ready for the holidays.
- Merrysville for the Holidays parade will be on December 1. Jack Lieber, who helped start the event 24 years ago, will be the grand marshal.
- The Parks Department is working on the winter and spring guide right now.
- The last Park Board meeting for the year is tomorrow night. They will be looking at some packages at the golf course in terms of funding options and member opportunities.

Denise Gritton had no comments.

Suzy Elsner thanked all the department heads and Council for their hard work on the budget this year on behalf of herself, Judge Towers, and Judge Gillings. She agreed it was one of the easiest processes they have been through. They also are excited about the domestic violence services.

Grant Weed:

- Discussed issues related to I-502 which becomes effective December 6. His office is studying what the passage of that bill means for the day-to-day operations of the police department and other city departments.
- He stated the need for an Executive Session to address three topics – one item concerning potential litigation, one concerning litigation, and one concerning employee performance. Action will be requested on one item. The Executive Session was expected to take 20 minutes.

Gloria Hirashima:

- Thanks to everyone for the work on the budget. She and the rest of staff are excited about the budget.
- She is working to put together a team to help the City go through the exercise of planning the downtown and waterfront area. She has identified David Leland with Leland Consulting Group to help them. Mr. Leland is a nationally renowned consultant on revitalization and has recently headed up an Urban Land Institute Panel for the City of San Jose, California with their downtown area challenges. She thinks it would be very productive to work with him on the waterfront area. December 12 and 13 will be dates for interviews, and she would like the Council

to be as involved as much as possible. A closeout session will be scheduled for the end of the day on the 13th. John Owen from Makers will also be on the team as well as BST, a marine consultant in Bothell, and a landscape architect.

Call on Councilmembers

Carmen Rasmussen:

- Thanks to Denise and Sandy for the incredible amount of work they have done on the budget.
- The ribbon cutting for 51st was really nice. It was exciting to see that finished.
- She was also happy to see the lights up today.

Steve Muller:

- It's great to be part of a City that was proactive at the outset of financial difficulties. He congratulated staff and department heads for their work on the budget.
- He has received comments from citizens about how dark 51st Street is. CAO Hirashima commented that they would see if there is any interim lighting they can do.
- The marina is looking really nice.
- This is an exciting time of year with the holidays.

Michael Stevens:

- Thanks to staff for their hard work on the budget.
- He thinks the consultant charette for downtown is a great idea. He looks forward to seeing how this will work out.
- He is excited about the Merryville for the Holidays parade. He asked when the Tour of Lights will be starting. Jim Ballew replied that the Tour of Lights starts the week following the parade on the 6th.

Jeff Seibert:

- Thanks to staff for their work on the budget.
- He asked Grant Weed asked how I-502 would affect the medical marijuana bill. Grant Weed explained that I-502 does not affect cities' rights to enact zoning and other regulations with regard to medical marijuana facilities. Councilmember Seibert expressed concern that a collective garden might be set up without any type of zoning. Grant Weed discussed options. His recommendation will be to continue down the path of working out local zoning and licensing regulations.

Donna Wright thanked staff for the budget. She expressed appreciation for their hard work. She is especially pleased to see the reduction in the golf course debt and thrilled to see the opening of 51st Street.

Jeff Vaughan agreed that it was good to see the completion of 51st Street.

Council adjourned from 8:26 until 8:30 at which time they reconvened into Executive Session to discuss three items - one concerning potential litigation, one concerning litigation, and one concerning employee performance. It was announced that the Executive Session would last 20 minutes with action expected.

Executive Session

- A. Litigation – two items, per RCW 42.30.110(1)(i)
- B. Personnel – one item, per RCW 42.30.110 (1)(g)
- C. Real Estate

Motion made by Councilmember Stevens, seconded by Councilmember Seibert, to enter into a Settlement Agreement with retiring employee as discussed in Executive Session. **Motion** passed unanimously (6-0).

Motion made by Councilmember Seibert, seconded by Councilmember Wright, to enter into a Settlement Agreement in Mack vs. City ital as discussed in Executive Session. **Motion** passed unanimously (6-0).

Adjournment

Seeing no further business Mayor Nehring adjourned the meeting at 8:50 p.m.

Approved this _____ day of _____, 2012.

Mayor
Jon Nehring

April O'Brien
Deputy City Clerk

Index #3

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 10, 2012

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

Please see attached.

RECOMMENDED ACTION: The Finance and Executive Departments recommend City Council approve the November 21, 2012 claims in the amount of \$730,665.19 paid by Check No.'s 81002 through 81138 with Check No.'s 80672 & 80942 voided.
COUNCIL ACTION:

BLANKET CERTIFICATION

CLAIMS

FOR

PERIOD-11

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$730,665.19 PAID BY CHECK NO.'S 81002 THROUGH 81138 WITH CHECK NO.'S 80672 & 80942 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 **21ST DAY OF NOVEMBER 2012.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 11/15/2012 TO 11/21/2012

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
81002	ABELL, NANCY	REFRESHMENT REIMBURSEMENT	EXECUTIVE ADMIN	12.79
81003	ACQURA	UB 042420150005 9716 64TH DR N	WATER/SEWER OPERATION	39.03
	ACQURA		WATER/SEWER OPERATION	142.85
81004	ALBERTSONS	SUPPLY REIMBURSEMENT	RECREATION SERVICES	57.03
81005	ALBRECHT, JULIE	CLASS REFUND	PARKS-RECREATION	70.00
81006	AMERICAN SOCCER COMP	WHITE FIELD PAINT	GENERAL FUND	-124.49
	AMERICAN SOCCER COMP		RECREATION SERVICES	1,571.99
81007	ARAMARK UNIFORM	UNIFORM CLEANING	MAINTENANCE	10.86
	ARAMARK UNIFORM		MAINTENANCE	11.13
81008	ARIAS, FILIBERDO	UB 420761220004 16626 41ST DR	WATER/SEWER OPERATION	37.55
81009	ARIAS, FILIBERDO		WATER/SEWER OPERATION	51.90
81010	ARIAS, FILIBERDO		WATER/SEWER OPERATION	261.63
81011	ARSERS, WILLIAM	UB 761303240002 7624 72ND DR N	WATER/SEWER OPERATION	55.92
81012	ATLAS FENCE COMPANY	FENCE REPAIR	STORM DRAINAGE	868.80
81013	BANDARRA,ROBERT & KE	WTR/SWR CONSERVATION REBATE	UTIL ADMIN	50.00
81014	BANK OF AMERICA	MEAL REIMBURSEMENT	EXECUTIVE ADMIN	17.11
81015	BANK OF AMERICA	EMPLOYEE APPRECIATION	PERSONNEL ADMINISTRATIO	63.47
81016	BANK OF AMERICA	TRAVEL REIMBURSEMENT	POLICE INVESTIGATION	123.50
81017	BANK OF AMERICA	SUPPLY REIMBURSEMENT	PERSONNEL ADMINISTRATIO	400.00
81018	BANK OF AMERICA	MEAL/SUPPLY REIMBURSEMENT	GOLF COURSE	-51.33
	BANK OF AMERICA		PARK & RECREATION FAC	27.44
	BANK OF AMERICA		PRO-SHOP	648.12
81019	BANK OF AMERICA	TRAVEL REIMBURSEMENT	POLICE PATROL	90.94
	BANK OF AMERICA		POLICE INVESTIGATION	662.88
81020	BANK OF AMERICA	SUPPLY REIMBURSEMENT	GOLF COURSE	-192.31
	BANK OF AMERICA		PRO-SHOP	2,428.38
81021	BANKS, SUSAN	INSTRUCTOR SERVICES	COMMUNITY CENTER	212.80
	BANKS, SUSAN		COMMUNITY CENTER	267.90
81022	BELMARK PROPERTY MNG	GEDDES MARINA MGMT-OCTOBER 201	STORM DRAINAGE	1,000.00
81023	BIRKHEAD, DANIEL	UB 280050000000 12833 54TH AVE	WATER/SEWER OPERATION	23.15
81024	BLUETARP FINANCIAL	TIRES-TRAIN CARS	GOLF COURSE	-27.71
	BLUETARP FINANCIAL		PRO-SHOP	349.93
81025	BLUMENTHAL UNIFORMS	UNIFORMS	OFFICE OPERATIONS	115.33
	BLUMENTHAL UNIFORMS	UNIFORMS-ELLIOTT	OFFICE OPERATIONS	162.87
	BLUMENTHAL UNIFORMS	VEST-BURKHOLDER	DETENTION & CORRECTION	1,140.30
81026	BRIM TRACTOR	CLUTCH KIT, HARDWARE	MAINTENANCE	144.90
81027	BUELL, DOUG	DUES/SUPPLY REIMBURSEMENT	PERSONNEL ADMINISTRATIO	55.00
	BUELL, DOUG		EXECUTIVE ADMIN	120.00
81028	BURKHARDT, STANLEY	UB 428423000000 8423 42ND DR N	WATER/SEWER OPERATION	47.04
81029	CAMP FIRE USA	INSTRUCTOR SERVICES	RECREATION SERVICES	192.00
81030	CARRS ACE	LIGHT BULBS	SEWER LIFT STATION	7.46
81031	CARVER, VICKI	INSTRUCTOR SERVICES	RECREATION SERVICES	113.40
	CARVER, VICKI		RECREATION SERVICES	113.40
81032	CASCADE DISTRICT	BAIL POSTED	GENERAL FUND	1,040.00
81033	CASTORA, SAMUEL A	WTR/SWR CONSERVATION REBATE	UTIL ADMIN	50.00
81034	CERTIFIED LAB	AEROSO AND PREMALUBE	MAINTENANCE	409.01
81035	CLARKE, ROBERT	RENTAL REFUND	PARKS-RECREATION	42.50
	CLARKE, ROBERT		GENERAL FUND	100.00
81036	CLEAR IMAGE PHOTOGRA	INSTRUCTOR SERVICES	RECREATION SERVICES	252.00
81037	COOP SUPPLY	WIRE REELS	TRAFFIC CONTROL DEVICES	62.97
81038	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	1,602.80
81039	CORRECTIONS, DEPT OF	WORK CREW - SEPTEMBER 2012	ROADWAY MAINTENANCE	96.28
	CORRECTIONS, DEPT OF		STORM DRAINAGE	182.39
	CORRECTIONS, DEPT OF		PARK & RECREATION FAC	198.38
81040	CRIMINAL JUSTICE	TRAINING-SUTHERLAND	POLICE PATROL	75.00
81041	DELL	SPARE POWER SUPPLY REPLACEMENT	IS REPLACEMENT ACCOUNTS	52.12
	DELL	NEW PC	SOLID WASTE OPERATIONS	818.85
81042	DICKS TOWING	TOWING EXPENSE	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE MP 12-7141	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE MP12-7182	POLICE PATROL	43.44

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81042	DICKS TOWING	TOWING EXPENSE MP12-7249	POLICE PATROL	43.44
81043	DUNLAP INDUSTRIAL	SUPPLIES FOR MARINA DEMO	STORM DRAINAGE	267.62
81044	E&E LUMBER	CREDIT	PARK & RECREATION FAC	-15.94
	E&E LUMBER	60W BULB	PARK & RECREATION FAC	4.33
	E&E LUMBER	RETURN/PURCHASE FAN HEATER	PARK & RECREATION FAC	13.02
	E&E LUMBER	WOOD SEAT	PARK & RECREATION FAC	13.02
	E&E LUMBER	MISC. CABLES, FASTENERS	STORM DRAINAGE	19.17
	E&E LUMBER	DRIPLESS CAULK GUN	STORM DRAINAGE MAINTEN/	19.53
	E&E LUMBER	LIGHTS	PARK & RECREATION FAC	35.77
	E&E LUMBER	FLOOD BULBS	PARK & RECREATION FAC	39.58
	E&E LUMBER	CEDAR PLUS, FASTENERS	PARK & RECREATION FAC	83.78
	E&E LUMBER	LUMBER & SUPPLIES	PARK & RECREATION FAC	137.87
81045	EAST JORDAN IRON WOR	SEWER & STORM LID REPLACEMENT	SEWER MAIN COLLECTION	317.64
	EAST JORDAN IRON WOR		STORM DRAINAGE MAINTEN/	317.65
	EAST JORDAN IRON WOR	STORM REPAIR SUPPLIES	STORM DRAINAGE MAINTEN/	497.93
81046	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	20.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	20.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	45.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	72.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	100.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	100.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	100.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	100.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	100.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	100.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	170.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	180.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	257.00
81047	ELVROM, JAMES & GLAD	WTR/SWR CONSERVATION REBATE	UTIL ADMIN	50.00
81048	EPRIGHT, GAIL	UB 46128000000 5730 146TH ST	WATER/SEWER OPERATION	58.39
81049	EVERETT STEEL CO	STEEL FOR TRAIN CARS	PRO-SHOP	278.12
81050	EVERETT, CITY OF	LAB ANALYSIS	WATER QUAL TREATMENT	263.70
	EVERETT, CITY OF		WASTE WATER TREATMENT	1,751.40
81051	GAMETIME	ADAOTUVE SWUNG SAFETY	PARK & RECREATION FAC	277.63
81052	GAUSTAD, DAVID	UB 71063400000 8227 49TH AVE	WATER/SEWER OPERATION	300.00
81053	GENERAL CHEMICAL	ALUMINUM SULFATE	WASTE WATER TREATMENT	4,075.47
	GENERAL CHEMICAL		WASTE WATER TREATMENT	4,131.71
81054	GILBERT, WILLIAM	SUPPLY REIMBURSEMENT	WATER QUAL TREATMENT	16.28
81055	GRAINGER	TIMER	WASTE WATER TREATMENT	92.04
81056	GRANITE CONST	MOD B ASPHALT	ROADWAY MAINTENANCE	769.96
	GRANITE CONST		ROADWAY MAINTENANCE	12,123.87
81057	GRAYBAR ELECTRIC CO	MH LAMPS	PARK & RECREATION FAC	517.61
81058	GROUP HEALTH	MEDICAL SERVICES	POLICE INVESTIGATION	39.00
	GROUP HEALTH		POLICE PATROL	78.00
	GROUP HEALTH		POLICE ADMINISTRATION	2,021.00

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81059	GUY, KRISTIE	MILEAGE REIMBURSEMENT	PERSONNEL ADMINISTRATIO	53.19
81060	HAMMOND, BARBARA & T	UB 520000570001 4115 175TH PL	WATER/SEWER OPERATION	233.64
81061	HANSON, GARY M	WTR/SWR CONSERVATION REBATE	UTIL ADMIN	50.00
81062	HD FOWLER COMPANY	VALVE MARKER	WATER DIST MAINS	22.42
	HD FOWLER COMPANY	TAR ROPE	STORM DRAINAGE MAINTEN/	137.27
	HD FOWLER COMPANY	12" PVC SEWER PIPE	ROADWAY MAINTENANCE	195.48
81063	HEALTH, DEPT OF	PROJECT APPROVAL FEES	UTIL ADMIN	1,489.00
81064	HERTZ EQUIPMENT RENT	SKID STEER	PARK & RECREATION FAC	65.52
	HERTZ EQUIPMENT RENT		PARK & RECREATION FAC	918.76
	HERTZ EQUIPMENT RENT	MESSAGE BOARD	STORM DRAINAGE	1,107.72
	HERTZ EQUIPMENT RENT		STORM DRAINAGE	1,140.30
81065	HILL, JEFF	UB 451790500000 5306 138TH ST	WATER/SEWER OPERATION	40.29
81066	HIMALAYA HOMES-RENTA	UB 983107000000 3107 72ND AVE	WATER/SEWER OPERATION	57.01
81067	HOLDEN, KIMBERLY	WTR/SWR CONSERVATION REBATE	UTIL ADMIN	50.00
81068	HOSKINS, JEREMY & TR	UB 611050000001 3913 119TH PL	WATER/SEWER OPERATION	80.48
81069	HUMAN SERVICES	LIQUOR BOARD PROFITS-3RD QTR 2	NON-DEPARTMENTAL	2,749.35
81070	HYATT'S HOMES TEAM	UB 840100500001 7809 67TH ST N	WATER/SEWER OPERATION	102.00
81071	IRON MOUNTAIN	5/8 MINUS ROCK	STORM DRAINAGE	891.45
	IRON MOUNTAIN	3/4" MINUS ROCK	STORM DRAINAGE	1,488.98
	IRON MOUNTAIN	4 MAN & 3/4" MINUS ROCK	STORM DRAINAGE	3,366.97
81072	KALAB, KATHY	CLASS REFUND	PARKS-RECREATION	70.00
81073	KEEN, CLAY & BECKY	UB 985003000001 5003 61ST DR N	GARBAGE	14.07
	KEEN, CLAY & BECKY		GARBAGE	20.40
81074	KEITH, MATTHEW	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
81075	KELLEY, MARCIA	POSTAGE REIMBURSEMENT	PERSONNEL ADMINISTRATIO	16.18
81076	KIDZ LOVE SOCCER	INSTRUCTOR SERVICES	RECREATION SERVICES	497.70
	KIDZ LOVE SOCCER		RECREATION SERVICES	940.10
	KIDZ LOVE SOCCER		RECREATION SERVICES	940.10
	KIDZ LOVE SOCCER		RECREATION SERVICES	995.40
	KIDZ LOVE SOCCER		RECREATION SERVICES	1,382.50
81077	KING, THOMAS	CLASS REIMBURSEMENT	TRANSPORTATION MANAGEM	119.00
81078	KNOCKWOOD, CHRISTINE	CLASS REFUND	PARKS-RECREATION	70.00
81079	LAKE INDUSTRIES	WASHED SAND	SNOW & ICE CONTROL	166.76
	LAKE INDUSTRIES	DUMP FEE	ROADWAY MAINTENANCE	240.00
	LAKE INDUSTRIES	WASHED SAND	SNOW & ICE CONTROL	831.93
81080	LANGUAGE EXCHANGE	INTERPRETER SERVICES	POLICE PATROL	137.34
81081	LES SCHWAB TIRE CTR	CREDIT	EQUIPMENT RENTAL	-20.00
	LES SCHWAB TIRE CTR	AXLE TIRES	EQUIPMENT RENTAL	670.11
81082	LEWIS, ALVIN	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
81083	LICENSING, DEPT OF	HUNT, DENNIS (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	LANIGAN, CAROLYN (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	NETHKIN, CONSTANCE (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	TRUDEL, GARY (RENEWAL)	GENERAL FUND	18.00
81084	LOWES HIW INC	PLUGS	PARK & RECREATION FAC	7.58
	LOWES HIW INC	TITEBOND,COARSE POCKET SCR	PARK & RECREATION FAC	42.25
	LOWES HIW INC	GREENWORKS PRESSURE WASHER	MAINTENANCE	205.25
81085	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

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81086	MARYSVILLE PRINTING	BUSINESS CARDS - BARTL	POLICE INVESTIGATION	42.30
	MARYSVILLE PRINTING	BUSINESS CARDS - XIONG	POLICE PATROL	42.30
81087	MARYSVILLE, CITY OF	WTR/SWR - 6802 84TH ST NE	PRO-SHOP	180.26
81088	MCCORMICK, KAREN	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
81089	MEB MANUFACTURING CO	BOSSSES PER INSTRUCTION	PRO-SHOP	228.99
81090	MORALES, TERESITA B	WTR/SWR CONSERVATION REBATE	UTIL ADMIN	50.00
81091	MULLINS, MELISSA	UB 961800000004 1917 GROVE ST	WATER/SEWER OPERATION	96.33
81092	NATIONAL BARRICADE	SIGNS	ROADWAY MAINTENANCE	38.01
	NATIONAL BARRICADE		ROADWAY MAINTENANCE	59.73
	NATIONAL BARRICADE	ROLL UP SIGNS & BASES	SEWER LIFT STATION	543.75
81093	NEXXPOST LLC	POSTAGE LABELS	CITY CLERK	4.12
	NEXXPOST LLC		EXECUTIVE ADMIN	4.12
	NEXXPOST LLC		FINANCE-GENL	4.12
	NEXXPOST LLC		PERSONNEL ADMINISTRATIO	4.12
	NEXXPOST LLC		UTILITY BILLING	4.12
	NEXXPOST LLC		LEGAL - PROSECUTION	4.12
	NEXXPOST LLC		COMMUNITY DEVELOPMENT-	4.12
	NEXXPOST LLC		ENGR-GENL	4.12
	NEXXPOST LLC		UTIL ADMIN	4.12
	NEXXPOST LLC		POLICE INVESTIGATION	4.13
	NEXXPOST LLC		POLICE PATROL	4.13
	NEXXPOST LLC		OFFICE OPERATIONS	4.13
	NEXXPOST LLC		DETENTION & CORRECTION	4.13
	NEXXPOST LLC		OFFICE OPERATIONS	4.13
81094	NORTH SOUND HOSE	BUSHINGS	SEWER MAIN COLLECTION	24.34
81095	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WATER QUAL TREATMENT	837.31
	NORTHSTAR CHEMICAL		WATER QUAL TREATMENT	1,292.61
81096	NORTHWEST CASCADE	HONEY BUCKET	PARK & RECREATION FAC	112.68
	NORTHWEST CASCADE		PARK & RECREATION FAC	125.33
81097	O'BRIEN, APRIL	EXPENSE REIMBURSEMENT	PERSONNEL ADMINISTRATIO	17.99
81098	OFFICE DEPOT	OFFICE SUPPLIES	PARK & RECREATION FAC	20.40
	OFFICE DEPOT		PARK & RECREATION FAC	51.07
	OFFICE DEPOT		POLICE INVESTIGATION	60.37
	OFFICE DEPOT		OFFICE OPERATIONS	72.81
	OFFICE DEPOT		EXECUTIVE ADMIN	83.59
	OFFICE DEPOT		POLICE PATROL	174.56
81099	OKANOGAN COUNTY JAIL	INMATE HOUSING - OCTOBER 2012	DETENTION & CORRECTION	4,576.00
81100	OSBORN CONSULTING	PROFESSIONAL SERVICES	SURFACE WATER CAPITAL PI	36,362.42
81101	PARTS STORE, THE	BEARINGS	MAINTENANCE	13.26
	PARTS STORE, THE	FRONT BRAKE PAD SET	EQUIPMENT RENTAL	78.33
	PARTS STORE, THE	C CLAMP, PLIERS	MAINTENANCE	90.85
	PARTS STORE, THE	DRILL BIT SET	MAINTENANCE	108.59
	PARTS STORE, THE	1000 WT INVERTER	PRO-SHOP	356.19
81102	PIGSKIN UNIFORMS	UNIFORMS-CORNETT,CONNELLY	POLICE PATROL	788.08
81103	POSTAL SERVICE	POSTAGE-WINTER/SPRING ACTIVITI	EXECUTIVE ADMIN	4,523.82
81104	PUD	NEW SERVICE @ 15902 TWIN LAKES	ROADS/STREETS CONSTRUC	2,191.00
	PUD	NEW SERVICE @ 3488 156TH ST NE	ROADS/STREETS CONSTRUC	2,191.00
81105	PUD	ACCT. # 2010-4638-0	PARK & RECREATION FAC	66.74
	PUD	ACCT #2031-9973-2	TRANSPORTATION MANAGEM	75.30
	PUD	ACCT #2020-0351-3	PUMPING PLANT	110.58
81106	REECE, JAMES L	UB 100020000000 9215 46TH DR N	WATER/SEWER OPERATION	118.69
81107	RICOH USA, INC.	COPIER CHARGES	MAINTENANCE	27.68
	RICOH USA, INC.		POLICE PATROL	27.68
	RICOH USA, INC.		WASTE WATER TREATMENT	37.86
	RICOH USA, INC.		COMMUNITY CENTER	44.53
	RICOH USA, INC.		GENERAL SERVICES - OVERH	87.90
	RICOH USA, INC.		PROBATION	119.46
	RICOH USA, INC.		LEGAL - PROSECUTION	130.98
	RICOH USA, INC.		ENGR-GENL	143.48
	RICOH USA, INC.		POLICE INVESTIGATION	143.91

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81107	RICOH USA, INC.	COPIER CHARGES	UTILITY BILLING	178.48
	RICOH USA, INC.		EXECUTIVE ADMIN	185.90
	RICOH USA, INC.		CITY CLERK	199.08
	RICOH USA, INC.		FINANCE-GENL	199.08
	RICOH USA, INC.		PERSONNEL ADMINISTRATIO	206.56
	RICOH USA, INC.		DETENTION & CORRECTION	260.48
	RICOH USA, INC.		MUNICIPAL COURTS	299.18
	RICOH USA, INC.		PARK & RECREATION FAC	345.35
	RICOH USA, INC.		UTIL ADMIN	379.62
	RICOH USA, INC.		COMMUNITY DEVELOPMENT-	592.98
	RICOH USA, INC.		OFFICE OPERATIONS	790.94
81108	RIVERSIDE SAND & GRA	SIDE DUMP	STORM DRAINAGE	937.50
81109	ROBINSON LANE HOA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
81110	ROTHERICK III, AMAND	UB 980098000478 3519 83RD AVE	WATER/SEWER OPERATION	20.80
81111	SCHAUFLEER, KIRBY & K	UB 849000091000 7317 GROVE ST	WATER/SEWER OPERATION	36.16
81112	SCHIEFELBEIN, FREDER	WTR/SWR CONSERVATION REBATE	UTIL ADMIN	50.00
81113	SEATTLE VISITING NUR	FLU SHOTS	EXECUTIVE ADMIN	56.00
81114	SHEPELYUK, SERHIY &	UB 761301295501 7612 82ND AVE	WATER/SEWER OPERATION	97.85
81115	SMOKEY POINT CONCRET	2" DRAIN ROCK	STORM DRAINAGE	249.47
	SMOKEY POINT CONCRET		STORM DRAINAGE	351.02
	SMOKEY POINT CONCRET	ECOLOGY BLOCKS	WASTE WATER TREATMENT	705.90
81116	SNO CO FINANCE	800 MHZ PRINCIPAL/INTEREST	REET I - POLICE	14,561.92
	SNO CO FINANCE		REET I - POLICE	65,134.65
81117	SNO CO TREASURER	INMATE HOUSING - OCTOBER 2012	DETENTION & CORRECTION	31,659.46
81118	SNOPAC	NEW WORLD TRAINING	TRIBAL GAMING-GENL	306.52
81119	SOUND POWER	HONDA OIL	ROADSIDE VEGETATION	12.92
	SOUND POWER	POLE PRUNER REPAIR	ROADSIDE VEGETATION	71.65
	SOUND POWER	3 CHAIN SAW CHAINS	STORM DRAINAGE	107.35
	SOUND POWER	STIHL SAW REPAIR	GENERAL SERVICES - OVERH	499.83
81120	SOUND PUBLISHING	CALL FOR BIDS	WATER CAPITAL PROJECTS	87.56
81121	SOUND SAFETY	JEANS-HAYES	GENERAL SERVICES - OVERH	31.66
	SOUND SAFETY	JEANS-KEEFE	GENERAL SERVICES - OVERH	41.50
	SOUND SAFETY	JEANS-CARY	UTIL ADMIN	96.64
	SOUND SAFETY	BOOTS-MECHLING	MAINTENANCE	103.74
81122	SPRINGBROOK NURSERY	CRUSHED ROCK	PARK & RECREATION FAC	42.00
	SPRINGBROOK NURSERY		PARK & RECREATION FAC	42.00
	SPRINGBROOK NURSERY		PARK & RECREATION FAC	84.01
	SPRINGBROOK NURSERY		PARK & RECREATION FAC	105.01
	SPRINGBROOK NURSERY	TRUCK RENTAL	ROADWAY MAINTENANCE	1,408.75
81123	SRV CONSTRUCTION	PAY ESTIMATE #1	WATER CAPITAL PROJECTS	13,014.75
	SRV CONSTRUCTION		SEWER CAPITAL PROJECTS	79,471.18
81124	STATE PATROL	BACKGROUND CHECKS - OCTOBER 20	PERSONNEL ADMINISTRATIO	180.00
81125	STRATEGIES 360	PROFESSIONAL SERVICES	NON-DEPARTMENTAL	1,779.70
	STRATEGIES 360		WASTE WATER TREATMENT	1,925.67
	STRATEGIES 360		GENERAL SERVICES - MAINTI	2,300.66
	STRATEGIES 360		UTIL ADMIN	3,425.66
81126	TECH DEPOT	OFFICE SUPPLIES	OFFICE OPERATIONS	64.55
81127	TRAFFIC SAFETY SUPPL	QWICK PUNCH POSTS & ANCHORS	TRANSPORTATION MANAGEM	2,144.86
81128	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	27.50
81129	US ID MANUAL	MANUAL	GENERAL FUND	-7.10
	US ID MANUAL		POLICE PATROL	89.60
81130	VERIZON/FRONTIER	ACCT. # 971967546-00001	CRIME PREVENTION	24.67
	VERIZON/FRONTIER		ANIMAL CONTROL	24.67
	VERIZON/FRONTIER		LEGAL-GENL	40.01
	VERIZON/FRONTIER		UTILITY BILLING	44.86
	VERIZON/FRONTIER		SOLID WASTE CUSTOMER E>	44.86
	VERIZON/FRONTIER		GOLF ADMINISTRATION	44.86
	VERIZON/FRONTIER		EQUIPMENT RENTAL	44.86
	VERIZON/FRONTIER		BUILDING MAINTENANCE	44.86
	VERIZON/FRONTIER		YOUTH SERVICES	49.34

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81130	VERIZON/FRONTIER	ACCT. # 971967546-00001	FINANCE-GENL	54.27
	VERIZON/FRONTIER		PERSONNEL ADMINISTRATIO	54.27
	VERIZON/FRONTIER		OFFICE OPERATIONS	98.68
	VERIZON/FRONTIER		EXECUTIVE ADMIN	99.13
	VERIZON/FRONTIER		LEGAL - PROSECUTION	108.54
	VERIZON/FRONTIER		RECREATION SERVICES	121.56
	VERIZON/FRONTIER		COMPUTER SERVICES	122.31
	VERIZON/FRONTIER		PARK & RECREATION FAC	166.42
	VERIZON/FRONTIER		POLICE INVESTIGATION	172.69
	VERIZON/FRONTIER		DETENTION & CORRECTION	172.69
	VERIZON/FRONTIER		STORM DRAINAGE	220.70
	VERIZON/FRONTIER		COMMUNITY DEVELOPMENT-	241.88
	VERIZON/FRONTIER		WASTE WATER TREATMENT	243.84
	VERIZON/FRONTIER		ENGR-GENL	277.79
	VERIZON/FRONTIER		GENERAL SERVICES - OVERH	323.43
	VERIZON/FRONTIER		POLICE ADMINISTRATION	455.17
	VERIZON/FRONTIER		UTIL ADMIN	699.58
	VERIZON/FRONTIER		POLICE PATROL	985.63
	VERIZON/FRONTIER		TRIBAL GAMING-GENL	1,954.21
81131	VERIZON/FRONTIER	ACCT.# 206-188-3001-020712-5	CRIME PREVENTION	7.05
	VERIZON/FRONTIER		ANIMAL CONTROL	7.05
	VERIZON/FRONTIER		LEGAL-GENL	7.05
	VERIZON/FRONTIER		PURCHASING/CENTRAL STO	7.05
	VERIZON/FRONTIER		CITY CLERK	14.10
	VERIZON/FRONTIER		YOUTH SERVICES	14.10
	VERIZON/FRONTIER		COMMUNITY CENTER	14.10
	VERIZON/FRONTIER		SOLID WASTE CUSTOMER EX	14.10
	VERIZON/FRONTIER		BUILDING MAINTENANCE	14.10
	VERIZON/FRONTIER		PERSONNEL ADMINISTRATIO	21.15
	VERIZON/FRONTIER		STORM DRAINAGE	21.15
	VERIZON/FRONTIER		GOLF ADMINISTRATION	21.15
	VERIZON/FRONTIER		EQUIPMENT RENTAL	21.15
	VERIZON/FRONTIER		FINANCE-GENL	28.20
	VERIZON/FRONTIER		EXECUTIVE ADMIN	35.25
	VERIZON/FRONTIER		LEGAL - PROSECUTION	35.25
	VERIZON/FRONTIER		RECREATION SERVICES	35.25
	VERIZON/FRONTIER		PARK & RECREATION FAC	35.25
	VERIZON/FRONTIER		COMPUTER SERVICES	35.26
	VERIZON/FRONTIER		POLICE ADMINISTRATION	56.41
	VERIZON/FRONTIER		POLICE INVESTIGATION	56.41
	VERIZON/FRONTIER	ACCT #36065894930725005	POLICE INVESTIGATION	56.42
	VERIZON/FRONTIER	ACCT.# 206-188-3001-020712-5	UTILITY BILLING	63.46
	VERIZON/FRONTIER		GENERAL SERVICES - OVERH	63.46
	VERIZON/FRONTIER		ENGR-GENL	70.51
	VERIZON/FRONTIER		MUNICIPAL COURTS	77.56
	VERIZON/FRONTIER		OFFICE OPERATIONS	77.56
	VERIZON/FRONTIER		WASTE WATER TREATMENT	77.56
	VERIZON/FRONTIER	ACCT #36065894930725005	RECREATION SERVICES	84.64
	VERIZON/FRONTIER	ACCT.# 206-188-3001-020712-5	DETENTION & CORRECTION	98.71
	VERIZON/FRONTIER		COMMUNITY DEVELOPMENT-	141.01
	VERIZON/FRONTIER		UTIL ADMIN	141.01
	VERIZON/FRONTIER		POLICE PATROL	282.03
81132	VINSON, DANIEL	TRAVEL REIMBURSEMENT	POLICE INVESTIGATION	112.00
81133	WEED GRAAFSTRA	156TH ST-COLUMBIA STATE BANK-P	GMA - STREET	365,575.00
81134	WEST PAYMENT CENTER	CRIME ANALYSIS TOOL	POLICE INVESTIGATION	185.71
81135	WHIDBEY ISLAND BANK	RETAINAGE-SRV	WATER CAPITAL PROJECTS	628.13
	WHIDBEY ISLAND BANK		SEWER CAPITAL PROJECTS	3,835.48
81136	WILBUR-ELLIS	FERTILIZER & PESTICIDES	PARK & RECREATION FAC	514.36
	WILBUR-ELLIS		MAINTENANCE	514.36
81137	WILGUS, GARY	UB 010900000001 8505 45TH DR N	WATER/SEWER OPERATION	7.63

DATE: 11/21/2012
TIME: 7:32:27AM

CITY OF MARYSVILLE
INVOICE LIST

PAGE: 7

FOR INVOICES FROM 11/15/2012 TO 11/21/2012

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
81138	WINTER, BETH	CLASS REFUND	PARKS-RECREATION	70.00
REASON FOR VOIDS:			WARRANT TOTAL:	<u>730,734.03</u>
INITIATOR ERROR			INITIATOR ERROR	(11.11)
WRONG VENDOR			INITIATOR ERROR	(57.73)
CHECK LOST/DAMAGED IN MAIL				
UNCLAIMED PROPERTY				
				<u>730,665.19</u>

Index #4

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 10, 2012

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


RECOMMENDED ACTION: The Finance and Executive Departments recommend City Council approve the November 20, 2012 payroll in the amount \$807,141.65 Check No.'s 26085 through 26117.
COUNCIL ACTION:

Index #5

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 10, 2012

AGENDA ITEM: Lake Stevens Jail Services Agreement Ninth Amendment	AGENDA SECTION:	
PREPARED BY: Ralph Krusey, Administrative Services Commander 	AGENDA NUMBER:	
ATTACHMENTS: Ninth Amendment to Lake Stevens ILA for Jail Services	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

This amendment is the ninth amendment to the Interlocal Agreement between the City of Marysville and the City of Lake Stevens for Jail Services. This amendment extends the agreement from January 1, 2013 to December 31, 2016 .

City Attorney, Grant Weed, has reviewed the language contained in the contract and has approved it as to form.

RECOMMENDED ACTION: Staff recommends that council authorize the Mayor to sign the Ninth Amendment to the ILA with the City of Lake Stevens for jail services.
COUNCIL ACTION:

AFTER RECORDING RETURN TO:

City of Marysville
1049 State Avenue
Marysville, WA 98270

**Ninth Amendment Paragraph 5 Duration
and Renewal of
Interlocal Agreement For jail services
2013 through 2016
Effective January 1, 2013.**

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES ("Agreement") is made and entered into by and between the CITY OF MARYSVILLE ("Marysville"), and the CITY OF LAKE STEVENS ("Lake Stevens").

WHEREAS, on September 27, 1999 Marysville and Lake Stevens entered into an Interlocal Agreement for Jail Services (hereinafter known as "Agreement"); and,

WHEREAS, on December 10, 2001 Marysville and Lake Stevens entered into a First Amendment to the Agreement for the purpose of extending the term of the same and for the adoption of a revised Schedule A Booking Fee and Daily Maintenance Fee; and

WHEREAS, on April 28, 2003 Marysville and Lake Stevens entered into a Second Amendment to the agreement for Jail Services; and

WHEREAS, on December 11, 2003, Marysville and Lake Stevens entered into a Third Amendment to the agreement for Jail Services; and

WHEREAS, on May 1, 2004 Marysville and Lake Stevens entered into a Amendment of Schedule "A" of Interlocal Agreement for Jail Services – Booking Fee – Change form \$32.30 to \$32.00 effective May 1, 2004; and

WHEREAS, On September 30, 2005 the parties entered into the Fourth Amendment of Schedule "A" of Interlocal Agreement for Jail Services Authority of Marysville to receive, pay and be reimbursed for Snohomish County Jail Billings and to coordinate and move Lake Stevens Prisoners from and in Snohomish County Jail Effective September 1, 2005; and

WHEREAS, On November 13, 2006 the parties entered into the Fifth Amendment of Schedule "A" of interlocal Agreement for Jail Services Changes per Bed per Day (Daily

Maintenance) fee from \$50 to \$52 and Snohomish County Jail Billings fee from \$56 to \$58.45 Effective January 1, 2007; and

WHEREAS, On March 29, 2009 the parties entered into the Sixth Amendment and Renewal to Interlocal Agreement For jail services 2009 to 2012 and Amendment of Schedule "A" Other Jail Billing Fees Effective January 1, 2009; and

WHEREAS, on October 12, 2009 the parties entered into the Seventh Amendment to Interlocal Agreement for Jail Services Revising the Notice Period for Termination; and Amendment of Schedule "A" fees effective January 1, 2010; and

WHEREAS, on September 12, 2011 the parties entered into the Eighth Amendment of Interlocal Agreements for Jail Services - Amending Paragraph 3 Section b (3 b) Relating to 90 days Detention Facility Limits Effective May 24, 2011

WHEREAS, the parties have agreed to extend and renew the term of the Agreement for an additional four year period of time from January 1, 2013 through December 31, 2016 incorporating all of the revisions made by the amendments referenced above.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Lake Stevens mutually agree as follows:

- 1. **Paragraph 5 DURATION** of the Agreement shall be amended to read as follows:

“The parties agree to renew this Agreement for an additional four-year term from January 1, 2013 to December 31, 2016. The parties may negotiate additional renewal periods.”

- 2 Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services dated September 27, 1999 and all of the written amendments set forth above shall remain in full force and effect unchanged.

IN WITNESS WHEREOF, the parties have hereunto set their hands and

seals this ____ day of _____, 2012.

CITY OF LAKE STEVENS

CITY OF MARYSVILLE

By _____
VERN LITTLE, Mayor

By _____
JOHN NEHRING, Mayor

DATE: _____

DATE: _____

APPROVED as to form:

APPROVED as to form:

GRANT K. WEED, City Attorney

GRANT K. WEED, City Attorney

DATE: _____

DATE: _____

Attest: _____
NORMA SCOTT, City Clerk


Attest: _____
APRIL O'BRIEN, Deputy City Clerk

Index #6

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 10, 2012

AGENDA ITEM: Local Agency Federal Aid Project Prospectus and Local Agency Funding Agreement with WSDOT for 2012 City Safety Program	
PREPARED BY: Jeff Laycock, Project Engineer	DIRECTOR APPROVAL: 
DEPARTMENT: Engineering	
ATTACHMENTS: Project Prospectus and State Funding Agreement (2 Copies for each Project)	
BUDGET CODE: 305000030.563000	AMOUNT: N/A

SUMMARY:

The City of Marysville was awarded funding under the 2012 Safety Program through the federal Highway Safety Improvement Program. The federal funding is limited to three projects identified below.

State Ave. – 1st St to 88th St NE: \$1,395,000
The project will improve traffic signal timing and phasing, improve the visibility of traffic signal heads, improve conditions for pedestrians in crosswalks, replace the signal system at the intersection of 80th St NE and State Ave, and add an additional westbound thru/right turn lane on 88th St NE and State Ave.

Citywide Intersection Safety Improvements: \$250,000
The project will update pedestrian signal displays to countdown type display, improve the visibility of traffic signal heads, and upgrade mast arm street name signs to several traffic signals within the City. The project will also include a number of improvements to the traffic signal and illumination system at the intersection of 4th Street (SR 528) and Cedar Ave.

State Ave. – 116th St NE to 128th St NE: \$99,000
The project will improve traffic signal timing and phasing, improve the visibility of traffic signal heads, improve conditions for pedestrian crosswalks, add illumination, and upgrade signs.

Since this a federally funded project, the funds are administered through WSDOT and a Local Agency Agreement (agreement) and Project Prospectus (prospectus) is required in order to obligate funding. The agreement ensures that federal funds in the agreed upon amount are spent in accordance with all applicable laws and regulations. The prospectus serves as the support document for FHWA authorization of federal funds.

RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to execute the Local Agency Federal Aid Project Prospectus and Local Agency Funding Agreement with WSDOT thereby securing funding for the 2012 City Safety Program.

Local Agency Agreement

Agency City of Marysville
Address 80 Columbia Ave
Marysville, WA 98270

CFDA No. 20.205
 (Catalog of Federal Domestic Assistance)
Project No. _____
Agreement No. _____
For OSC WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR 225, (4) Office of Management and Budget Circulars A-102, and A-133, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name Citywide Intersection Safety Improvements Length N/A
 Termini N/A

Description of Work

The project will upgrade pedestrian signal displays, retroreflective backplate tape to signal heads, upgrade mast arm signage, add intersection lighting and improve railroad preemption at various signalized intersections with the City of Marysville.

Type of Work	Estimate of Funding		
	(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE			
<u>100</u> % a. Agency	\$9,200		\$9,200
b. Other (Consultant)	\$9,800		\$9,800
c. Other			
Federal Aid Participation Ratio for PE d. State	\$1,000		\$1,000
e. Total PE Cost Estimate (a+b+c+d)	\$20,000		\$20,000
Right of Way			
_____ % f. Agency			
g. Other			
h. Other			
Federal Aid Participation Ratio for RW i. State			
j. Total R/W Cost Estimate (f+g+h+i)			
Construction			
_____ % k. Contract			
l. Other			
m. Other			
n. Other			
Federal Aid Participation Ratio for CN o. Agency			
p. State			
q. Total CN Cost Estimate (k+l+m+n+o+p)			
r. Total Project Cost Estimate (e+j+q)	\$20,000		\$20,000

Agency Official
 By _____
 Title Mayor

Washington State Department of Transportation
 By _____
 Director of Highways and Local Programs
 Date Executed _____

Construction Method of Financing (Check Method Selected)

State Ad and Award

- Method A - Advance Payment - Agency Share of total construction cost (based on contract award)
- Method B - Withhold from gas tax the Agency's share of total construction cost (line 4, column 2) in the amount of \$ _____ at \$ _____ per month for _____ months.

Local Force or Local Ad and Award

- Method C - Agency cost incurred with partial reimbursement
The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on _____, _____, Resolution/Ordinance No. _____

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

In the event that right of way acquisition, or actual construction of the road, for which preliminary engineering is undertaken is not started by the closing of the tenth fiscal year following the fiscal year in which the agreement is executed, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR 225 and Office of Management and Budget circulars A-102 and A-133. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR 225 - Cost Principles for State, Local, and Indian Tribal Government, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency’s share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency’s share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project.

The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant’s records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency’s files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and Office of Management and Budget Circular A-133.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal Office of Management and Budget (OMB) Circular A-133 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$500,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of OMB Circular A-133. Upon conclusion of the A-133 audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State’s billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed the Director of Highways and Local Programs.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency’s execution,

performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and
- (c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Additional Provisions

Prefix	Route	()	Date	11/9/2012
Federal Aid Project Number			Central Contractor Registration Exp.Date	04/27/2013
Local Agency Project Number	M1301	(WSDOT Use Only)	Federal Employer Tax ID Number	91-6001459

Agency City of Marysville		Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other			
Project Title Citywide Intersection Safety Impr.		Start Latitude	N/A		
		End Latitude	N/A		
Project Termini From -- To N/A		Nearest City Name Marysville		Project Zip Code 98270	
From:	To:	Length of Project N/A	Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad		
Federal Agency <input checked="" type="checkbox"/> FHWA <input type="checkbox"/> Others		City Number 0745	County Number 31	County Name Snohomish	WSDOT Region NW
Congressional District District 2	Legislative Districts 10, 38, 39, 44		Urban Area Number 1	TMA / MPO / RTPO PSRC	

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
				Month	Year
P.E.	\$20,000	\$0	\$20,000	1	2013
R/W	\$40,000	\$0	\$40,000	1	2013
Const.	\$190,000	\$0	\$190,000	9	2014
Total	\$250,000	\$0	\$250,000		

Description of Existing Facility (Existing Design and Present Condition)	
Roadway Width N/A	Number of Lanes N/A
N/A	

Description of Proposed Work
Description of Proposed Work (Attach additional sheet(s) if necessary) The project will upgrade pedestrian signal displays, retroreflective backplate tape to signal heads, upgrade mast arm signage, add intersection lighting and improve railroad preemption at various signalized intersections with the City of Marysville.

Local Agency Contact Person John Cowling, PE	Title City Engineer	Phone (360) 363-8281
Mailing Address 80 Columbia Ave	City Marysville	State WA
		Zip Code 98270

Project Prospectus Approval	By _____	Approving Authority
	Title _____	Date _____

Agency City of Marysville	Project Title Citywide Intersection Safety Impr	Date 11/9/2012
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Type of Proposed Work		
Project Type (Check all that Apply)	Roadway Width	Number of Lanes
<input type="checkbox"/> New Construction <input type="checkbox"/> Path / Trail <input type="checkbox"/> 3-R <input checked="" type="checkbox"/> Reconstruction <input type="checkbox"/> Pedestrian / Facilities <input type="checkbox"/> 2-R <input type="checkbox"/> Railroad <input type="checkbox"/> Parking <input type="checkbox"/> Other <input type="checkbox"/> Bridge		

Geometric Design Data			
Description	Through Route	Crossroad	
Federal Functional Classification	<input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural	<input checked="" type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Access Street/Road	<input type="checkbox"/> Urban <input type="checkbox"/> Rural <input type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Access Street/Road
	<input type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Terrain			
Posted Speed	N/A		
Design Speed	N/A		
Existing ADT	N/A		
Design Year ADT	N/A		
Design Year	N/A		
Design Hourly Volume (DHV)	N/A		

Performance of Work		
Preliminary Engineering Will Be Performed By Consultant/Agency - to be determined	Others 50 %	Agency 50 %
Construction Will Be Performed By Contractor - to be determined	Contract 100 %	Agency %

Environmental Classification
<input type="checkbox"/> Final <input checked="" type="checkbox"/> Preliminary <input type="checkbox"/> Class I - Environmental Impact Statement (EIS) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement <input type="checkbox"/> Class III - Environmental Assessment (EA) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement <input checked="" type="checkbox"/> Class II - Categorical Excluded (CE) <input type="checkbox"/> Projects Requiring Documentation (Documented CE)

Environmental Considerations
Project NEPA and SEPA may be exempt in accordance with the scope of work.

Agency City of Marysville	Project Title Citywide Intersection Safety Impr	Date 11/9/2012
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Right of Way		
<input type="checkbox"/> No Right of Way Required * All construction required by the contract can be accomplished within the existing right of way.	<input checked="" type="checkbox"/> Right of Way Required <input checked="" type="checkbox"/> No Relocation	<input type="checkbox"/> Relocation Required

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

No utility relocation will be required. The project includes upgrading intersection lighting at 4th and Cedar.

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project? Yes No

Remarks

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency City of Marysville

Date _____

By _____
 Mayor/Chairperson

Project Summary

Program: City Safety Program

Date: June 2012

Agency: City of Marysville

Project Title: Citywide Intersection Safety Improvements

Project Description: Upgrade to pedestrian signal displays.

1. Upgrade pedestrian displays to countdown type at the following intersections:
 - a) State Ave./1st St.
 - b) State Ave./3rd St.
 - c) State Ave./6th St.
 - d) State Ave./8th St.
 - e) State Ave./76th St.
 - f) State Ave./80th St.
 - g) State Ave./116th St.
 - h) State Ave./128th St.
 - i) 47th Ave./Grove St.

2. Add yellow retroreflective backplate tape to traffic signal heads at the following intersections:
 - a) State Ave./1st St.
 - b) State Ave./3rd St.
 - c) State Ave./6th St.
 - d) State Ave./8th St.
 - e) State Ave./116th St.
 - f) State Ave./128th St.
 - g) 47th Ave./Grove St.
 - h) 51st/Grove St.
 - i) 67th/Grove St.
 - j) 84th St./67th Ave.
 - k) 88th St./67th Ave.
 - l) 64th St./67th Ave.

3. Upgrade mast arm street name signs to current size, lettering style, and retroreflective standards at 34 traffic signals.

4. **4th (SR 528)/Cedar:** Add intersection lighting on the northeast and southwest corners by upgrading from a type II to a type III signal pole.
5. **4th (SR 528)/Cedar:** Add a blank out No Right Turn sign for railroad preemption to the mast arm on the northeast corner.
6. **4th (SR 528)/Cedar:** Change from green ball protected/permmissive to flashing yellow arrow protected/permmissive on the northeast and southwest mast arms.
7. **4th (SR 528)/Cedar:** Convert the existing simultaneous railroad preemption to advanced operation.

Project Schedule:

Begin Design	12/12
Environmental Documents Approved	8/13
Right-of-Way Approved	8/14
Estimated Contract Ad	9/14
Open to Traffic	4/15

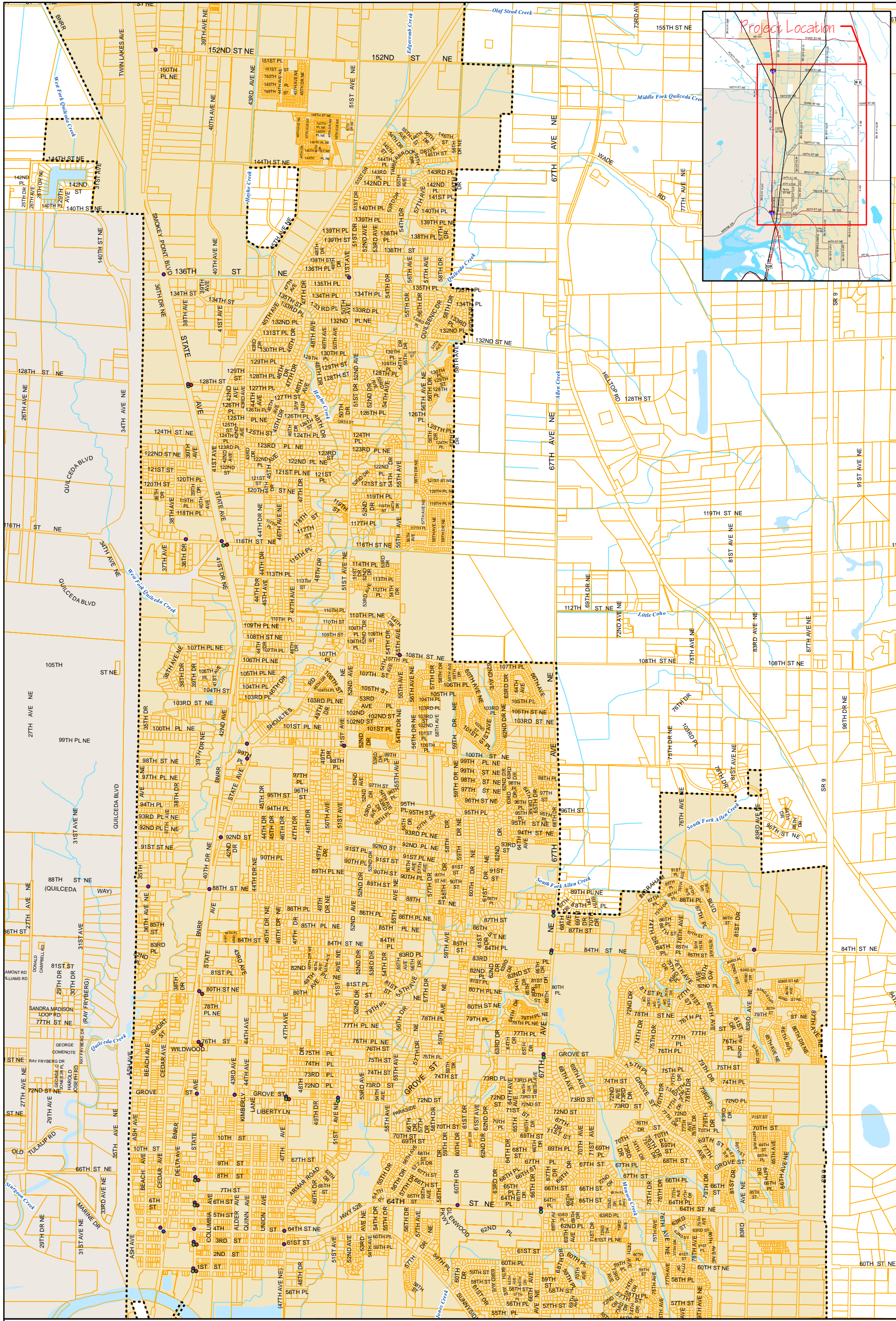
Project Cost and Award Amount:

Phase	Total	Amount Requested	Amount Awarded
Preliminary Engineering	\$20,000	\$20,000	\$20,000
Right-of-Way	\$40,000	\$40,000	\$40,000
Construction	\$190,000	\$190,000	\$190,000
Total	\$250,000	\$250,000	\$250,000

**Engineering Services
PE Cost Estimate**

City of Marysville - Citywide Intersection Safety Grant

Prepared By Jeff Laycock, P.E.				Date 19-Nov-12	
Project Citywide Safety Improvement Grant - Citywide Intersection Safety Improvements					
Consultant Fee \$9,800.00					
<i>Classification</i>	Hours		Rate	=	Cost
Principal	3	x	\$160.00	=	\$480.00
Project Manager	10	x	\$140.00	=	\$1,400.00
Traffic Engineer	30	x	\$130.00	=	\$3,900.00
Technician	40	x	\$100.00	=	\$4,000.00
Environmental	0	x	\$105.00	=	\$0.00
Agency \$9,200.00					
<i>Classification</i>	Hours		Rate	=	Cost
Traffic Engineer	60	x	\$72.00	=	\$4,320.00
Project Engineer	20	x	\$67.90	=	\$1,358.00
Engineering Technician	60	x	\$47.70	=	\$2,862.00
Project Aide	15	x	\$42.94	=	\$644.10
WSDOT \$1,000.00					
Total Amount PE					\$20,000.00

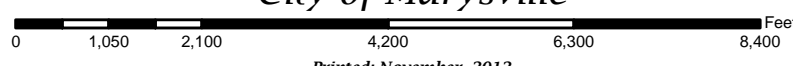


Safety Improvement Program

Citywide Intersection Safety Improvements

City of Marysville

- Add Yellow Retroreflective Backplate Tape
- Install Pedestrian Countdown Display
- Signal And Lighting Modification
- Upgrade Mast Arm Street Sign



THE CITY OF MARYSVILLE DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS OF THE DATA FOR ANY PARTICULAR PURPOSE. EITHER EXPRESS OR IMPLIED. NO REPRESENTATION OR WARRANTY IS MADE CONCERNING THE ACCURACY, COMPLETENESS, OR QUALITY OF DATA DERIVED. ANY USER OF THIS DATA ASSUMES ALL RESPONSIBILITY FOR USE THEREOF, AND FURTHER AGREES TO HOLD THE CITY OF MARYSVILLE HARMLESS FROM AND AGAINST ANY DAMAGE, LOSS, OR LIABILITY ARISING FROM ANY USE OF THIS DATA.

Agency City of Marysville

Address 80 Columbia Ave
Marysville, WA 98270

CFDA No. 20.205
(Catalog of Federal Domestic Assistance)

Project No. _____

Agreement No. _____

For OSC WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR 225, (4) Office of Management and Budget Circulars A-102, and A-133, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name State Ave: 116th St NE-128th St NE Length N/A

Termini N/A

Description of Work

The project will improve traffic signal timing and phasing, improve visibility of traffic signal heads, improve crosswalks and illumination and upgrade mast arm signs.

Type of Work		Estimate of Funding		
		(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE <u>100</u> % Federal Aid Participation Ratio for PE	a. Agency	\$8,600		\$8,600
	b. Other (Consultant)	\$3,200		\$3,200
	c. Other			
	d. State	\$500		\$500
	e. Total PE Cost Estimate (a+b+c+d)	\$12,300		\$12,300
Right of Way ____ % Federal Aid Participation Ratio for RW	f. Agency			
	g. Other			
	h. Other			
	i. State			
	j. Total R/W Cost Estimate (f+g+h+i)			
Construction ____ % Federal Aid Participation Ratio for CN	k. Contract			
	l. Other			
	m. Other			
	n. Other			
	o. Agency			
	p. State			
	q. Total CN Cost Estimate (k+l+m+n+o+p)			
	r. Total Project Cost Estimate (e+j+q)	\$12,300		\$12,300

Agency Official

Washington State Department of Transportation

By _____

Title Mayor

By _____

Director of Highways and Local Programs

Date Executed _____

Construction Method of Financing (Check Method Selected)

State Ad and Award

- Method A - Advance Payment - Agency Share of total construction cost (based on contract award)
- Method B - Withhold from gas tax the Agency's share of total construction cost (line 4, column 2) in the amount of \$ _____ at \$ _____ per month for _____ months.

Local Force or Local Ad and Award

- Method C - Agency cost incurred with partial reimbursement
The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on _____, _____, Resolution/Ordinance No. _____

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

In the event that right of way acquisition, or actual construction of the road, for which preliminary engineering is undertaken is not started by the closing of the tenth fiscal year following the fiscal year in which the agreement is executed, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR 225 and Office of Management and Budget circulars A-102 and A-133. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR 225 - Cost Principles for State, Local, and Indian Tribal Government, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency’s share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency’s share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project.

The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant’s records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency’s files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and Office of Management and Budget Circular A-133.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal Office of Management and Budget (OMB) Circular A-133 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$500,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of OMB Circular A-133. Upon conclusion of the A-133 audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State’s billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed the Director of Highways and Local Programs.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency’s execution,

performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and
- (c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Additional Provisions



Prefix	Route	()	Date	11/9/2012
Federal Aid Project Number			Central Contractor Registration Exp.Date	04/27/2013
Local Agency Project Number	M1302	(WSDOT Use Only)	Federal Employer Tax ID Number	91-6001459

Agency City of Marysville		Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other			
Project Title State Ave: 116th St NE-128th St NE		Start Latitude	N/A		
		End Latitude	N/A		
Project Termini From -- To N/A		Nearest City Name Marysville		Project Zip Code 98270	
From:	To:	Length of Project N/A	Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad		
Federal Agency <input checked="" type="checkbox"/> FHWA <input type="checkbox"/> Others		City Number 0745	County Number 31	County Name Snohomish	WSDOT Region NW
Congressional District District 2	Legislative Districts 10, 38, 39, 44		Urban Area Number 1	TMA / MPO / RTPO PSRC	

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
				Month	Year
P.E.	\$12,300	\$0	\$12,300	1	2013
R/W	\$0	\$0	\$0		
Const.	\$86,700	\$0	\$86,700	2	2014
Total	\$99,000	\$0	\$99,000		

Description of Existing Facility (Existing Design and Present Condition)	
Roadway Width N/A	Number of Lanes N/A
N/A	

Description of Proposed Work
Description of Proposed Work (Attach additional sheet(s) if necessary) The project will improve traffic signal timing and phasing, improve visibility of traffic signal heads, improve crosswalks and illumination and upgrade mast arm signs.

Local Agency Contact Person John Cowling, PE	Title City Engineer	Phone (360) 363-8281
Mailing Address 80 Columbia Ave	City Marysville	State WA
		Zip Code 98270

Project Prospectus Approval	By _____	Approving Authority
	Title _____	Date _____

Agency City of Marysville	Project Title State Ave: 116th St NE-128th St NE	Date 11/9/2012
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Type of Proposed Work		
Project Type (Check all that Apply)	Roadway Width	Number of Lanes
<input type="checkbox"/> New Construction <input type="checkbox"/> Path / Trail <input type="checkbox"/> 3-R <input checked="" type="checkbox"/> Reconstruction <input type="checkbox"/> Pedestrian / Facilities <input type="checkbox"/> 2-R <input type="checkbox"/> Railroad <input type="checkbox"/> Parking <input type="checkbox"/> Other <input type="checkbox"/> Bridge		

Geometric Design Data		
Description	Through Route	Crossroad
Federal Functional Classification	<input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural	<input type="checkbox"/> Urban <input type="checkbox"/> Rural
	<input type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Access Street/Road	<input type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Access Street/Road
Terrain	<input type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed	N/A	
Design Speed	N/A	
Existing ADT	N/A	
Design Year ADT	N/A	
Design Year	N/A	
Design Hourly Volume (DHV)	N/A	

Performance of Work		
Preliminary Engineering Will Be Performed By Consultant - to be determined and/or Agency	Others 90 %	Agency 10 %
Construction Will Be Performed By Contractor - to be determined	Contract 100 %	Agency %

Environmental Classification
<input type="checkbox"/> Final <input checked="" type="checkbox"/> Preliminary <input type="checkbox"/> Class I - Environmental Impact Statement (EIS) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement <input type="checkbox"/> Class III - Environmental Assessment (EA) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement <input checked="" type="checkbox"/> Class II - Categorical Excluded (CE) <input type="checkbox"/> Projects Requiring Documentation (Documented CE)

Environmental Considerations
Project NEPA and SEPA may be exempt in accordance with the scope of work.

Agency City of Marysville	Project Title State Ave: 116th St NE-128th St NE	Date 11/9/2012
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Right of Way		
<input checked="" type="checkbox"/> No Right of Way Required * All construction required by the contract can be accomplished within the existing right of way.	<input type="checkbox"/> Right of Way Required <input type="checkbox"/> No Relocation	<input type="checkbox"/> Relocation Required

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project
 N/A

FAA Involvement
 Is any airport located within 3.2 kilometers (2 miles) of the proposed project? Yes No

Remarks

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency City of Marysville

Date _____

By _____
 Mayor/Chairperson

Project Summary

Program: City Safety Program

Date: June 2012

Agency: Citie of Marysville

Project Title: State Ave./116th St. NE to 128th St. NE

Project Description: Improve traffic signal timing and phasing, improve the visibility of traffic signal heads, improve conditions for pedestrians in crosswalks, add illumination, and upgrade signs.

Detailed Project Description:

1. Add dilemma zone detection to the north and south approaches at the following intersections:
 - a) 116th(North and south legs only)
 - b) 128th (North and south legs only)
2. 128th: Modify the north and south left turn phasing from permissive to flashing yellow arrow protected permissive.
3. 128th: Add a second southbound primary display over the thru lane.
4. 128th: Implement leading pedestrian signal timing for phase 8 (east/west).
5. 128th: Add intersection lighting.

Project Schedule:

Begin Design	12/12
Environmental Documents Approved	6/13
Right-of-Way Approved	NA
Estimated Contract Ad	2/14
Open to Traffic	7/14

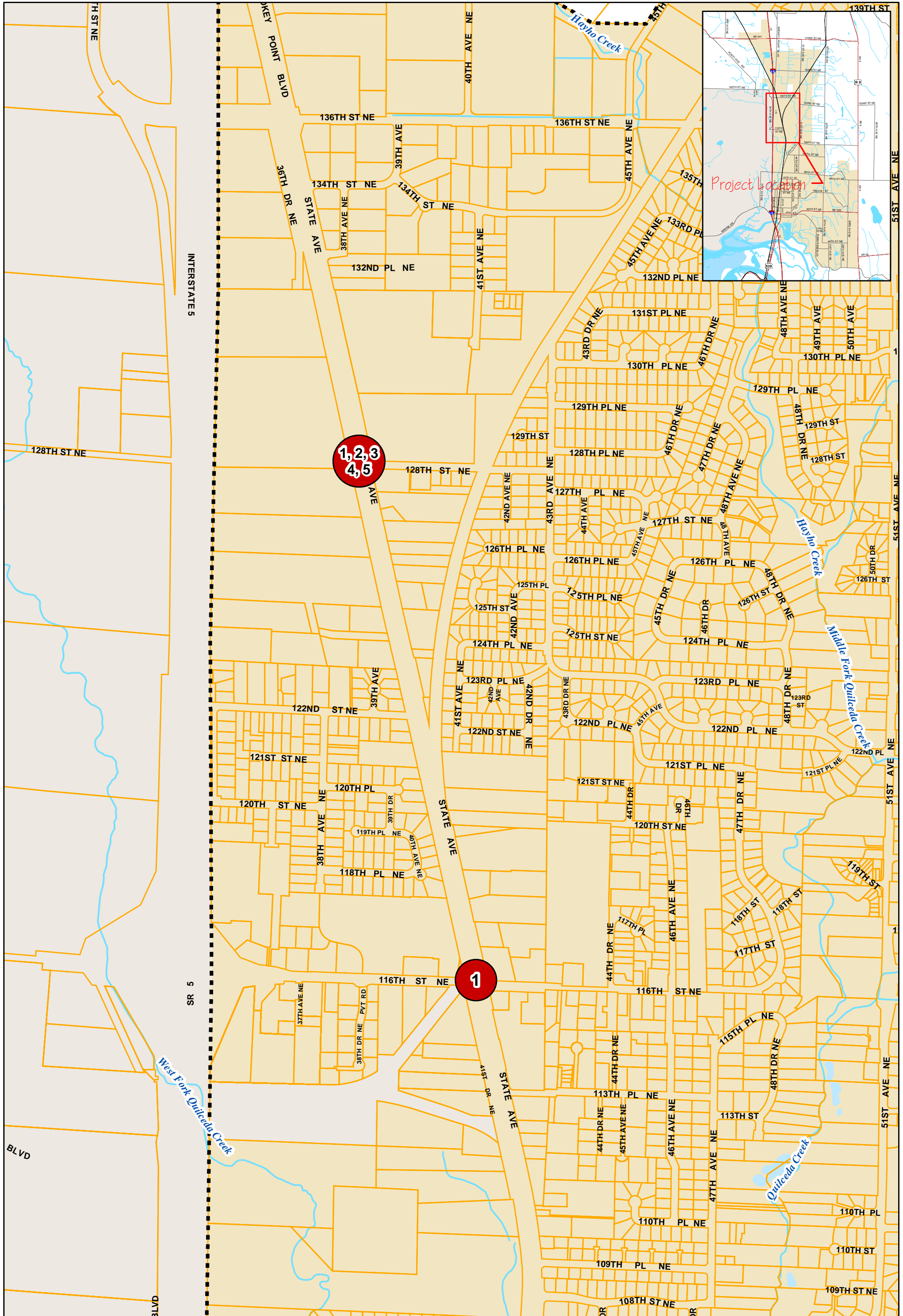
Project Cost and Award Amount:

Phase	Total	Amount Requested	Amount Awarded
Preliminary Engineering	\$12,300	\$12,300	\$12,300
Right-of-Way	\$0	\$0	\$0
Construction	\$86,700	\$86,700	\$86,700
Total	\$99,000	\$99,000	\$99,000

**Engineering Services
PE Cost Estimate**

City of Marysville - Citywide Intersection Safety Grant

Prepared By Jeff Laycock, P.E.				Date 19-Nov-12			
Project Citywide Safety Improvement Grant - State Ave/116th St NE to 128th St NE							
Consultant Fee \$3,200.00							
<i>Classification</i>	Hours		Rate	=		Cost	
Principal	0	x	\$160.00	=		\$0.00	
Project Manager	0	x	\$140.00	=		\$0.00	
Traffic Engineer	24	x	\$130.00	=		\$3,120.00	
Technician	0	x	\$100.00	=		\$0.00	
Environmental	0	x	\$105.00	=		\$0.00	
Agency \$8,600.00							
<i>Classification</i>	Hours		Rate	=		Cost	
Traffic Engineer	64	x	\$72.00	=		\$4,608.00	
Project Engineer	24	x	\$67.90	=		\$1,629.60	
Engineering Technician	40	x	\$47.70	=		\$1,908.00	
Project Aide	10	x	\$42.94	=		\$429.40	
WSDOT \$500.00							
Total Amount PE						\$12,300.00	



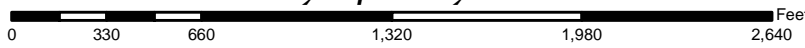
Safety Improvement Program

State Ave/116th St NE To 128th St NE

City of Marysville

Project Description

1. Add dilemma zone detection.
2. Protected permissive North and South left turn phasing.
3. Add display
4. Lead pedestrian signal timing
5. Add lighting.



Printed: November, 2012

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Local Agency Agreement

Agency City of Marysville
Address 80 Columbia Ave
Marysville, WA 98270

CFDA No. 20.205
 (Catalog of Federal Domestic Assistance)
Project No. _____
Agreement No. _____
For OSC WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR 225, (4) Office of Management and Budget Circulars A-102, and A-133, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name State Ave - 1st St to 88th St NE Length N/A
 Termini N/A

Description of Work

The project will improve traffic signal timing and phasing, improve visibility of traffic signal heads, improve crosswalks, add illumination and install signs. The project will also add a new westbound right turn/thru lane at the intersection of 88th St NE and State Ave NE.

Type of Work	Estimate of Funding		
	(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE			
<u>100</u> % a. Agency	\$29,000		\$29,000
b. Other Consultant	\$160,000		\$160,000
c. Other			
Federal Aid Participation Ratio for PE d. State	\$1,000		\$1,000
e. Total PE Cost Estimate (a+b+c+d)	\$190,000		\$190,000
Right of Way			
_____ % f. Agency			
g. Other			
h. Other			
Federal Aid Participation Ratio for RW i. State			
j. Total R/W Cost Estimate (f+g+h+i)			
Construction			
k. Contract			
l. Other			
m. Other			
n. Other			
_____ % o. Agency			
Federal Aid Participation Ratio for CN p. State			
q. Total CN Cost Estimate (k+l+m+n+o+p)			
r. Total Project Cost Estimate (e+j+q)	\$190,000		\$190,000

Agency Official
 By _____
 Title Mayor

Washington State Department of Transportation
 By _____
 Director of Highways and Local Programs
 Date Executed _____

Construction Method of Financing (Check Method Selected)

State Ad and Award

- Method A - Advance Payment - Agency Share of total construction cost (based on contract award)
- Method B - Withhold from gas tax the Agency's share of total construction cost (line 4, column 2) in the amount of \$ _____ at \$ _____ per month for _____ months.

Local Force or Local Ad and Award

- Method C - Agency cost incurred with partial reimbursement
The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on _____, _____, Resolution/Ordinance No. _____

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

In the event that right of way acquisition, or actual construction of the road, for which preliminary engineering is undertaken is not started by the closing of the tenth fiscal year following the fiscal year in which the agreement is executed, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR 225 and Office of Management and Budget circulars A-102 and A-133. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR 225 - Cost Principles for State, Local, and Indian Tribal Government, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency’s share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency’s share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project.

The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant’s records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency’s files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and Office of Management and Budget Circular A-133.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal Office of Management and Budget (OMB) Circular A-133 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$500,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of OMB Circular A-133. Upon conclusion of the A-133 audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State’s billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed the Director of Highways and Local Programs.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency’s execution,

performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and
- (c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Additional Provisions

Prefix	Route	()	Date	11/9/2012
Federal Aid Project Number			Central Contractor Registration Exp.Date	04/27/2013
Local Agency Project Number	R1302	(WSDOT Use Only)	Federal Employer Tax ID Number	91-6001459

Agency City of Marysville		Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other			
Project Title State Ave - 1st St to 88th St NE		Start Latitude	N/A		
		End Latitude	N/A		
Project Termini From -- To N/A		Nearest City Name Marysville		Project Zip Code 98270	
From:	To:	Length of Project N/A	Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad		
Federal Agency <input checked="" type="checkbox"/> FHWA <input type="checkbox"/> Others		City Number 0745	County Number 31	County Name Snohomish	WSDOT Region NW
Congressional District District 2	Legislative Districts 38, 39		Urban Area Number 1	TMA / MPO / RTPO PSRC	

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
				Month	Year
P.E.	\$190,000	\$0	\$190,000	1	2013
R/W	\$280,000	\$0	\$280,000	1	2013
Const.	\$925,000	\$0	\$925,000	9	2015
Total	\$1,395,000	\$0	\$1,395,000		

Description of Existing Facility (Existing Design and Present Condition)	
Roadway Width N/A	Number of Lanes N/A
N/A	

Description of Proposed Work
Description of Proposed Work (Attach additional sheet(s) if necessary) The project will improve traffic signal timing and phasing, improve visibility of traffic signal heads, improve crosswalks, add illumination and install signs. The project will also add a new westbound right turn/thru lane at the intersection of 88th St NE and State Ave NE.

Local Agency Contact Person John Cowling, PE	Title City Engineer	Phone (360) 363-8281
Mailing Address 80 Columbia Ave	City Marysville	State WA
		Zip Code 98270

Project Prospectus Approval	By _____	Approving Authority
	Title _____	Date _____

Agency City of Marysville	Project Title State Ave - 1st St to 88th St NE	Date 11/9/2012
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Type of Proposed Work		
Project Type (Check all that Apply)	Roadway Width	Number of Lanes
<input type="checkbox"/> New Construction <input type="checkbox"/> Path / Trail <input type="checkbox"/> 3-R <input checked="" type="checkbox"/> Reconstruction <input type="checkbox"/> Pedestrian / Facilities <input type="checkbox"/> 2-R <input type="checkbox"/> Railroad <input type="checkbox"/> Parking <input type="checkbox"/> Other <input type="checkbox"/> Bridge		

Geometric Design Data			
Description	Through Route	Crossroad	
Federal Functional Classification	<input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural	<input checked="" type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Access Street/Road	<input type="checkbox"/> Urban <input type="checkbox"/> Rural <input type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Access Street/Road
	<input type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Terrain			
Posted Speed	N/A		
Design Speed	N/A		
Existing ADT	N/A		
Design Year ADT	N/A		
Design Year	N/A		
Design Hourly Volume (DHV)	N/A		

Performance of Work		
Preliminary Engineering Will Be Performed By Consultant - to be determined	Others 85 %	Agency 15 %
Construction Will Be Performed By Contractor - to be determined	Contract 100 %	Agency %

Environmental Classification	
<input type="checkbox"/> Final <input checked="" type="checkbox"/> Preliminary	
<input type="checkbox"/> Class I - Environmental Impact Statement (EIS) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement	<input checked="" type="checkbox"/> Class II - Categorical Excluded (CE) <input type="checkbox"/> Projects Requiring Documentation (Documented CE)
<input type="checkbox"/> Class III - Environmental Assessment (EA) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement	

Environmental Considerations
Construction of the westbound thru/right turn lane on 88th St NE at the intersection of State Ave will impact a cemetery.

Agency City of Marysville	Project Title State Ave - 1st St to 88th St NE	Date 11/9/2012
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Right of Way		
<input type="checkbox"/> No Right of Way Required * All construction required by the contract can be accomplished within the existing right of way.	<input checked="" type="checkbox"/> Right of Way Required <input checked="" type="checkbox"/> No Relocation	<input type="checkbox"/> Relocation Required

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

This project includes replacing the signal system at the intersection of 80th St NE and State Ave. The project also includes construction of a westbound thru/right turn pocket at the intersection of 88th St NE and State Ave. These projects may trigger additional utility relocation.

FAA Involvement Is any airport located within 3.2 kilometers (2 miles) of the proposed project?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
--	---

Remarks

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency City of Marysville

Date _____

By _____
 Mayor/Chairperson

Project Summary

Program: City Safety Program

Date: June 2012

Agency: City of Marysville

Project Title: State Ave.--1st St. to 88th St. NE

Project Description: Improve traffic signal timing and phasing, improve the visibility of traffic signal heads, improve conditions for pedestrians in crosswalks, add illumination and a right turn lane, and install signs.

Detailed Project Description:

1. Add yellow retroreflective backplate tape at the following intersections:
 - a) 1st
 - b) 3rd
 - c) 6th
 - d) 8th

2. Upgrade pedestrian displays to the countdown type at the following intersections:
 - a) 1st
 - b) 3rd
 - c) 6th
 - d) 8th
 - e) 76th

3. Implement lead pedestrian walk timing for the E-W pedestrian crossings at 4 locations:
 - a) 1st
 - b) 6th
 - c) 8th
 - d) 76th

4. **1st.:** Add a northbound supplemental head.

5. **4th St. (SR 528):** Convert the existing green ball protective permissive on all four directions of approach to flashing yellow arrow protected/permissive operation that omits permissive left turns during the pedestrian intervals, lags left turn operation as best fits coordination progressions, and allows protected only operation on a part time basis based on engineering judgment.

6. **4th St. (SR 528):** Add queue detection for train grid lock and replace selected loop detectors.
7. **80th St.:** Replace the signal system. Includes a primary signal head over each lane of thru travel, a southbound blank out No Right Turn sign, advanced railroad preemption interface and circuitry, upgrading from green ball protected/permissive to flashing yellow arrow protected/permitted in the east-west direction, and upgrading illumination, ADA ramps, and pedestrian push buttons.
8. **88th St.:** Add a westbound thru/right turn lane.
9. **88th St.:** Add one signal head northbound so that there is one head over each lane of thru travel.
10. **88th St.:** Lag the southbound left turn.
10. **88th St.:** Implement leading pedestrian timing for phase 2 pedestrians and add advanced railroad preemption interface and circuitry.

Project Schedule:

Begin Design	10/12
Environmental Documents Approved	2/14
Right-of-Way Approved	6/15
Estimated Contract Ad	9/15
Open to Traffic	12/16

Project Cost and Award Amount:

Phase	Total	Amount Requested	Amount Awarded
Preliminary Engineering	\$190,000	\$190,000	\$190,000
Right-of-Way	\$280,000	\$280,000	\$280,000
Construction	\$925,000	\$925,000	\$925,000
Total	\$1,395,000	\$1,395,000	\$1,395,000

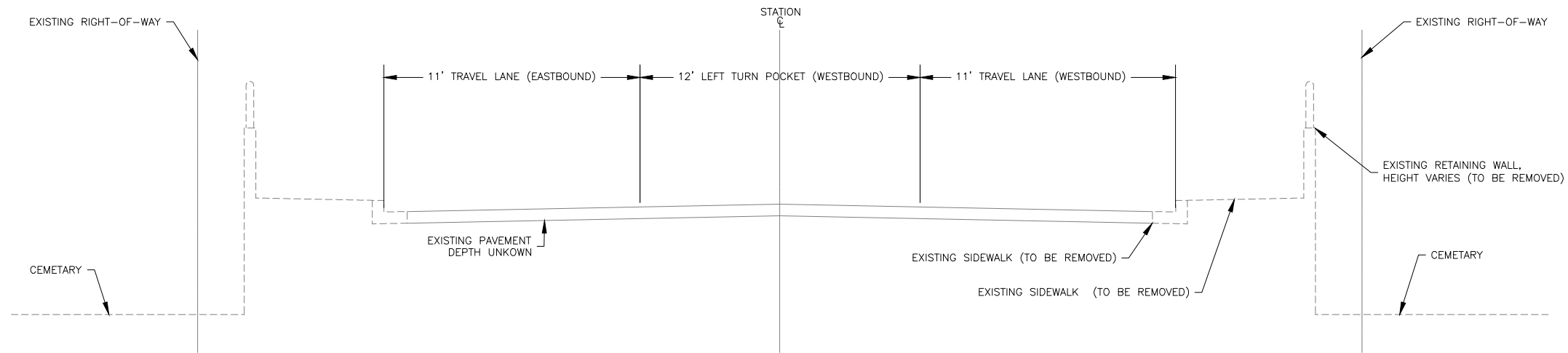
**Engineering Services
PE Cost Estimate**

City of Marysville - Citywide Intersection Safety Grant

Prepared By Jeff Laycock, P.E.				Date 19-Nov-12	
Project Citywide Safety Improvement Grant - State Ave - 1st St to 88th St NE					
Consultant Fee \$160,000.00					
<i>Classification</i>	Hours		Rate	=	Cost
Principal	40	x	\$160.00	=	\$6,400.00
Project Manager	120	x	\$140.00	=	\$16,800.00
Traffic Engineer	80	x	\$130.00	=	\$10,400.00
Project Engineer	240	x	\$130.00	=	\$31,200.00
Geotechnical Engineer	80	x	\$135.00	=	\$10,800.00
Technician	560	x	\$100.00	=	\$56,000.00
Survey	56	x	\$90.00	=	\$5,040.00
Right-of-Way	96	x	\$110.00	=	\$10,560.00
Environmental	120	x	\$105.00	=	\$12,600.00
Agency \$29,000.00					
<i>Classification</i>	Hours		Rate	=	Cost
Traffic Engineer	80	x	\$72.00	=	\$5,760.00
Project Manager	240	x	\$67.90	=	\$16,296.00
Engineering Technician	64	x	\$47.70	=	\$3,052.80
Project Aide	80	x	\$42.94	=	\$3,435.20
WSDOT \$1,000.00					
Total Amount PE					\$190,000.00

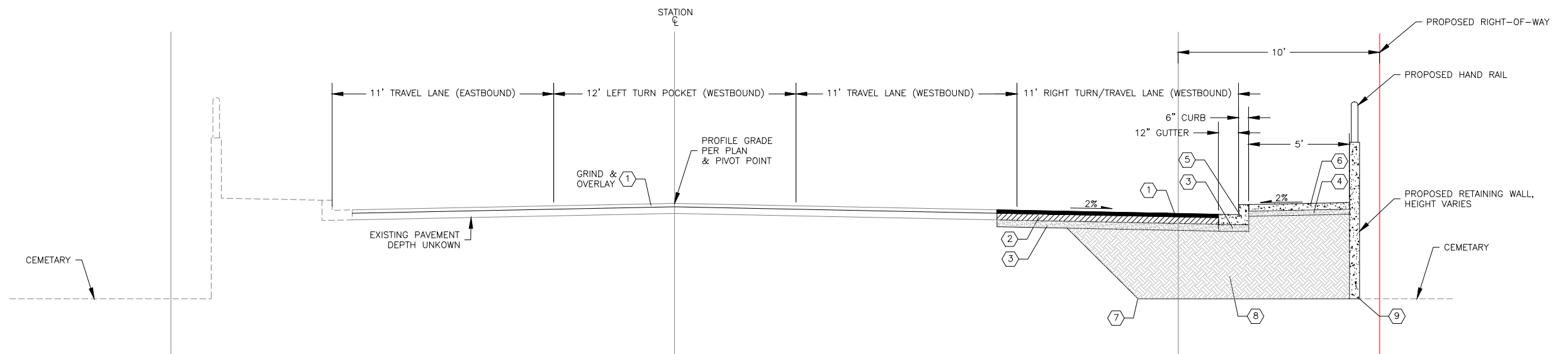
CONSTRUCTION NOTES

- ① 0.25' HMA CL. 1/2" PG 64-22 (WEARING COURSE)
- ② 0.50' ASPHALT TREATED BASE (ATB)
- ③ 0.50' CRUSHED SURFACING BASE COURSE (CSBC)
- ④ 0.25' CRUSHED SURFACING TOP COURSE (CSTC)
- ⑤ CEMENT CONCRETE TRAFFIC CURB AND GUTTER (SEE WSDOT STD. PLAN F-10.12-00)
- ⑥ 0.33' CEMENT CONCRETE SIDEWALK (SEE WSDOT STD. PLAN F-30.10-00)
- ⑦ COMPACTED SUBGRADE (TYP.)
- ⑧ COMPACTED GRAVEL BORROW (AS REQUIRED IN FILL SECTIONS).
- ⑨ PROPERTY RESTORATION



88TH ST NE EXISTING ROADWAY SECTION

NTS



88TH ST NE PROPOSED ROADWAY SECTION

NTS

REVISIONS	DATE	DESIGN BY:	11/21/2012
1.		ENGINEERING CHECKER:	
2.		CONSTRUCTION SUPERVISOR:	
3.		OPERATIONS MANAGER:	
4.		P.W. SUPERINTENDENT:	

EXAMINED AND APPROVED FOR CONSTRUCTION ON THIS DAY OF _____, 20____

BY JOHN _____, PE, CITY ENGINEER

CITY OF MARYSVILLE DEPARTMENT OF PUBLIC WORKS

ENGINEER'S STAMP

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

88TH ST NE at STATE AVE
88TH WB TURN/THRU LANE ROAD SECTION

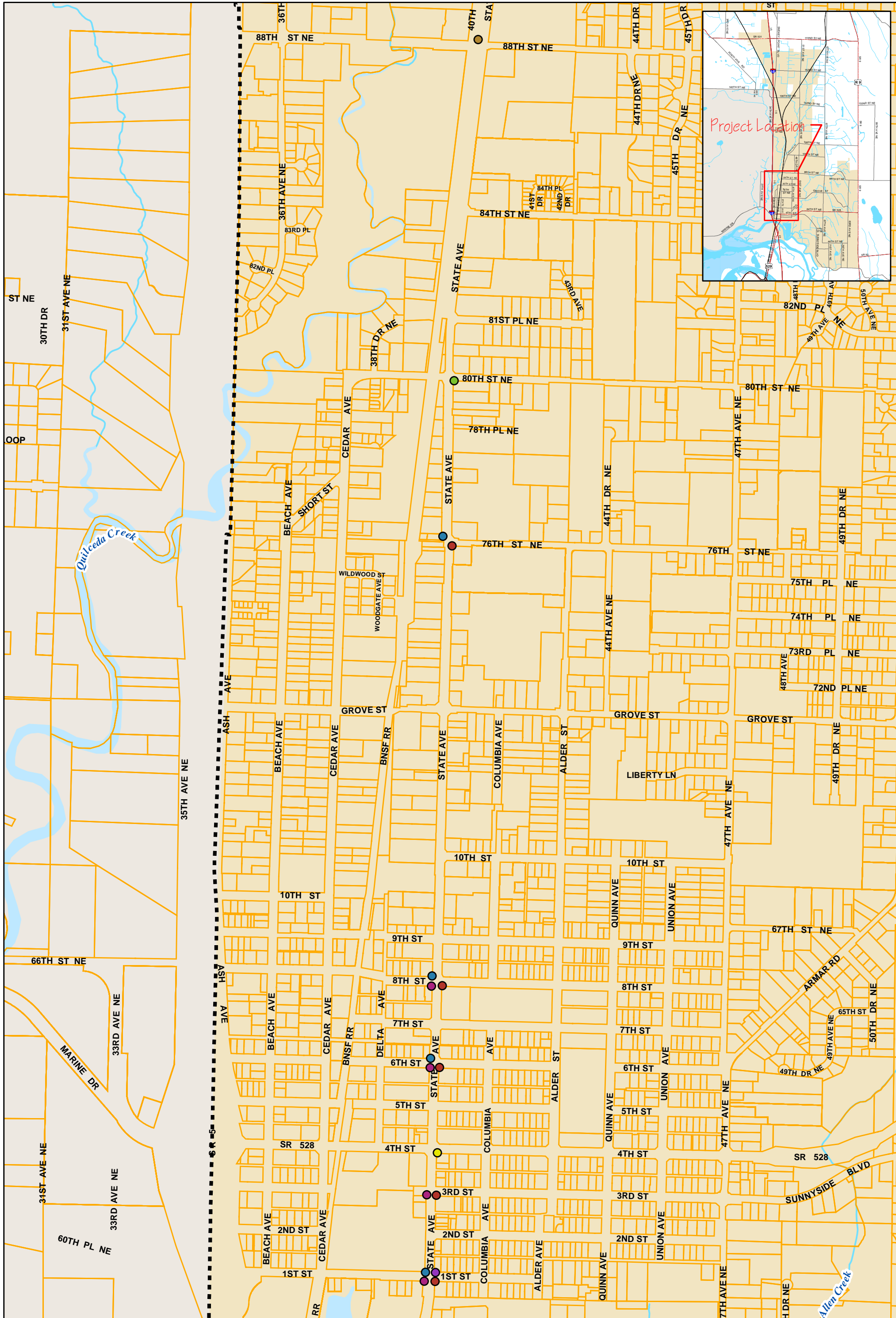
HOR SCALE	N/A
VER SCALE	N/A
DWG. NO.	RS01
SHEET	1 of 1

S:\PublicWorks\Shared\Engineering\Grants\2012 City Safety Grant\R1302 - State Ave - 1st to 88th\88th St NE Road Section.dwg



CALL BEFORE YOU DIG
1-800-424-5555

ELEVATION DATUM IS NAVD 1988

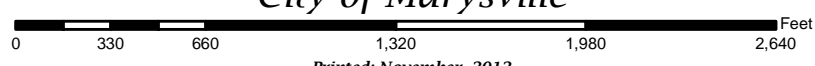


Safety Improvement Program

State Ave - 1ST ST To 88TH ST NE

City of Marysville

- Add Supplemental Head
- Add Yellow Retroreflective Backplate Tape
- Signal Conversion
- Install Pedestrian Countdown Display
- Add Westbound Lane
- Replace Signal System
- Implement Lead Pedestrian Walk Timing



Printed: November, 2012

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Index #7

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 10, 2012

AGENDA ITEM: Visitor and Community Information Center Services Agreement	AGENDA SECTION: New Business
PREPARED BY: Sandy Langdon, Finance Director	AGENDA NUMBER:
ATTACHMENTS: Proposed Agreement	APPROVED BY:
	MAYOR CAO
BUDGET CODE: 00100110.549000	AMOUNT: \$40,000

The City of Marysville has contracted with The Greater Marysville Tulalip Chamber of Commerce for visitor and community information services for the past eight years. The latest contract will expire December 31, 2012 and both the City and the Chamber wish to renew this agreement.

The City of Marysville together with the Greater Marysville Tulalip Chamber of Commerce and the Tulalip Tribes has worked together on joint efforts to foster economic growth in our community.

The proposed agreement is the same terms and conditions as the 2012 agreement, contract amount \$40,000. The new term will be January 1, 2013 to December 31, 2013. The City was successful in receiving a Hotel/Motel Grant for \$26,514.00 towards this activity.

RECOMMENDED ACTION: Authorize the Mayor to sign the Visitor and Community Information Center Services Agreement with the Greater Marysville Tulalip Chamber of Commerce and City of Marysville.
COUNCIL ACTION:

**VISITOR & COMMUNITY INFORMATION CENTER
SERVICES AGREEMENT**

**THE GREATER MARYSVILLE TULALIP CHAMBER OF COMMERCE
& CITY OF MARYSVILLE**

The CITY OF MARYSVILLE, a first-class municipal corporation of the State of Washington (hereinafter the “City”), with offices located at City Hall, 1049 State Avenue, Marysville, Washington, 98270, and THE GREATER MARYSVILLE TULALIP CHAMBER OF COMMERCE, 8825 34th Avenue NE, Suite C, Marysville, Washington, 98271 (hereinafter the “Contractor”), in consideration of the mutual covenants herein, do hereby agree as follows:

- I. **PURPOSE:** This Agreement covers the partial funding of a Visitor & Community Information Center which is a joint economic development project of The Greater Marysville Tulalip Chamber of Commerce, the City of Marysville and the Tulalip Tribes.
- II. **TERM OF AGREEMENT:** Notwithstanding the date of execution hereof, this Agreement shall be in effect from January 1, 2013 to December 31, 2013 both dates inclusive.
- III. **LIAISON:** The City’s officer responsible for this Agreement is Gloria Hirashima, the Chief Administrative Officer. The Contractor’s responsible person is Caldie Rogers, the President/CEO.
- IV. **SCOPE OF WORK:** See Exhibit “A” attached and incorporated herein by this reference.
- V. **PAYMENT:** Contractor shall be paid \$40,000.00 per year payable in the first quarter of 2013.
- VI. **EXTRA WORK AND CHANGE ORDERS:** Work in addition to, or different from, that provided for in the Scope of Work section, shall only be allowed by prior authorization in writing, as a modification to this Agreement. Such modifications shall be attached hereto and made a part hereof, and shall be approved in the same manner as this Agreement.
- VII. **LIABILITY AND INSURANCE:** The Contractor agrees to defend the City, hold it harmless, and indemnify it as to all claims, suits, costs, fees and liability arising out of the acts or work of the Contractor, its employees, subcontractors, or agents (including field work) pursuant to this Agreement, where such liability is incurred as a result of the actions or omissions of such parties. Contractor will obtain and maintain in force at least the following minimum insurance coverage covering all activity under this Agreement, and as to which the City shall be named as additional insured:

A. Workers Compensation	Statutory Amount
B. Broad Form comprehensive General Liability	\$1,000,000
C. Automobile Liability	\$ 500,000

Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this contract shall not be limited in any way by any limitation on benefits payable to or for any third party under the workers' compensation acts.

An insurance certificate showing the coverage required under this paragraph VIII will be submitted to the City annually. The City, its officers, agents and employees shall be named as additional insured's as it respects the obligations under this agreement.

VIII. COMPLIANCE WITH LOCAL LAWS: The Contractor shall comply with all applicable laws, ordinances, and codes and statutes of the State and local governments.

IX. DEFAULT AND REMEDIES:

A. Should either party hereto believe that the other has failed to substantially perform all or a material part of its obligations under the Agreement, it shall deliver written notice to that effect to the other, specifying the alleged default and giving the other party fifteen (15) days to cure such default. Thereafter, should the default not be remedied to the satisfaction of the non-defaulting party, this Agreement may be terminated by the non-defaulting party upon seven (7) days written notice (delivered by certified mail).

B. In the event of default by either party, the non-defaulting party may, at its option, bring suit to either recover damages resulting from the default or, alternatively, seek specific performance of this Agreement.

C. Should a party file suit to enforce the provisions of this Agreement, including without limitation a suit seeking damages for default, the substantially prevailing party shall be entitled to recoup its legal expenses, including reasonable attorney's fees incurred, in connection with such effort.

D. If either party defaults without legal excuse in timely fulfilling any monetary obligation owed to the other party hereunder, the obligation shall bear 12% simple interest from the date of default until paid in full.

X. ASSIGNMENT: Neither party shall assign or delegate any or all interests in this Agreement without first obtaining the written consent of the other party.

XI. VENUE STIPULATION: This Agreement has been and shall be considered as having been made and delivered within the State of Washington, and shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action in law or equity, or judicial proceeding for the enforcement of this Agreement or any of the provisions contained therein, shall be instituted and maintained only in Snohomish County Superior Court, Everett, Washington.

XII. STATUS OF CONTRACTOR: Neither the Contractor nor personnel employed by the Contractor shall acquire any rights or status in the City's employment, nor shall they be deemed employees or agents of the City for any purpose other than as specified herein. Contractor shall be deemed an independent contractor and shall be responsible in full for payment of its employees, including workers' compensation, insurance, payroll deductions, and all related costs. Further, Contractor represents that it is customarily in the business of providing the services described in this Agreement, has its own place of business, is eligible for and does file with the Internal Revenue Service a schedule of business expenses, has established an account with the State Department of Revenue and has received a unified business identifier number, and maintains a separate set of books and records for such business.

EXECUTED, this the _____ day of _____, 2012, for the Contractor,
THE GREATER MARYSVILLE TULALIP CHAMBER OF COMMERCE:

President/CEO

EXECUTED, this the _____ day of _____, 2012, for the
CITY OF MARYSVILLE:

Mayor

Attest: _____
City Clerk

Approved as to form:

City Attorney

EXHIBIT A

VISITOR & COMMUNITY INFORMATION CENTER

SCOPE OF WORK

The goal of the Visitor & Community Information Center (VCIC) is to strengthen area economy by promoting the greater Marysville Tulalip area as a desirable place to visit whether for leisure, business, or culture with a focus on enhancing the visibility and growth of businesses within the visitor market; and 2) promoting the greater Marysville Tulalip area as a desirable place to invest and live in.

Free travel and recreation counseling services will be provided to visitors and residents 9:00 a.m. to 5:00 p.m., seven days a week from Memorial Day through Labor Day and Mondays through Fridays from Labor Day to Memorial Day. Free community and business information will be provided to residents, current and potential investors and businesses year-round Mondays through Fridays from 9:00 a.m. to 5:00 p.m.

A summary of contacts and services rendered will be tracked and reported monthly in writing to the City's project manager.

The Chamber's scope of work regarding the Visitor & Community Information Center will include:

- Organize and coordinate an ongoing Volunteer Travel Counselor Development Program to include recruitment, placement, training, supervising, recognition and evaluation of volunteers;
- Plan and direct the activities of the Visitor & Community Information Center including: developing a comprehensive information network, monitoring and updating changes in information, collecting and distributing literature and materials, providing promotional display areas in the Visitor & Community Information Center, and providing Voter's Registration services;
- Develop cooperative relations with local and statewide chambers of commerce, information centers, visitor and convention bureaus, local community service organizations, other tourist attractions and the State of Washington's Division of Tourism, providing an environment required to adequately respond to requests from visitors, locals and businesses for information and referrals;
- Coordinate approved public use of chamber facilities including scheduling use, supervising and monitoring use, assisting users as required, and identifying and reporting safety and maintenance concerns;

- Maintain and distribute literature and materials reasonably required for the proper and efficient operation of the Visitor & Community Information Center;
- Collect and display tourism and recreation promotional videos;
- Maintain a record keeping system, resource library and community information data bases;
- Manage the administrative functions of the Visitor & Community Information Program including: recruiting, hiring, training, supervising and evaluating the Visitor Services staff, includes full-time, part-time, temporary, interns and students.
- Serve as a distribution point for materials generated and provided by the City's economic development committees.
- Assist the City's economic development efforts by providing available information to committees as requested.
- Direct businesses seeking relocation to the City's Community Development Director or appropriate City staff.
- Provide a monthly report documenting businesses seeking location and/or relocation to the region.
- Work collaboratively with City staff to ensure that efforts are not duplicated and enhanced services are provided to both parties.

In an effort to keep all parties informed with the progress and successes of this agreement the parties agree to the following:

- The Chamber President will meet on a monthly basis with the City's Chief Administrative Officer to ensure adequate lines of communication exist between both parties.
- The Chamber President/CEO and four Chamber Board members will meet with the Mayor, Chief Administrative Officer and three Council members, on an annual basis to review the status of the contract.

Index #8

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 10, 2012

AGENDA ITEM: CDBG – PY 2012 Funding Amendment and PY 2013 Funding Recommendation	AGENDA SECTION: New Business	
PREPARED BY: Chris Holland, Senior Planner	APPROVED BY:	
ATTACHMENTS: 1. Citizen Advisory Committee Membership 2. Citizen Advisory Committee Recommendation 3. Summary of Capital Project Applications 4. Summary of Public Service Applications 5. Appendix A: Citizen Participation Plan – Substantial Amendment Process 6. 2012 Annual Action Plan – DRAFT Amendment	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

DESCRIPTION:

The Citizen Advisory Committee (CAC) for Housing and Community Development held a public meeting on October 9, 2012 allowing each applicant to present their PY 2013 Capital Project or Public Service application activities. The CAC held a public meeting on October 23, 2012 in order to evaluate each application, in accordance with the scoring criteria outlined in the Capital Project and Public Service applications, and make funding recommendations to City Council for PY 2013 (attached).

PY 2012 CDBG funding was approved by Marysville City Council with the adoption of the 2012 – 2016 Consolidated Plan which included the 2012 Annual Action Plan. The \$30,000 Marysville School District – Liberty Elementary Boiler Replacement project was determined to be ineligible under CFR 570.207(b)(2). Generally, repair, operation and maintenance expenses are ineligible. The CAC recommended reallocating the \$30,000 to the 10th Street Improvement project. However, in order to reallocate the \$30,000, a substantial amendment to the 2012 Annual Action Plan is required, in accordance with the 2012 – 2016 Consolidated Plan Appendix A: *Citizen Participation Plan (CPP)*.

The CAC made a recommendation to reallocate PY 2012 funds and amend the 2012 Annual Action Plan in accordance with the CPP.

RECOMMENDED ACTION:

Affirm the CAC PY 2013 funding allocation and PY 2012 amendments, and direct Staff to notify PY 2013 subrecipients of the funding recommendations, prepare a PY 2013 Annual Action Plan and amend the 2012 Annual Action Plan in accordance with the CPP.

COUNCIL ACTION:

**CITIZEN ADVISORY COMMITTEE (CAC) FOR
HOUSING AND COMMUNITY DEVELOPMENT**

First	Last	Membership
Greg	Kanehen	Faith (chair)
Daryn	Bundy	Business
Jodi	Condyles	Civic
Leighton-Joshua	Flores	Youth
Brooke	Hougan	Parks Board
Penny	Ploeger	Senior
Marvetta	Toler	Planning Commission
Rob	Toyer	Council
Donna	Wright	Council



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

CDBG - PY2013 Funding Recommendation

The Citizen Advisory Committee (CAC) for Housing and Community Development, having held public meetings, on October 9, 2012 and October 23, 2012, in review of Program Year (PY) 2013 Community Development Block Grant (CDBG) applications for both Capital Projects and Public Services, in accordance with the City of Marysville 2012 – 2016 Consolidated Plan that was approved by the U.S. Department of Housing and Urban Development (HUD), and having considered the exhibits and testimony presented, does hereby enter the following findings, conclusions and recommendation for consideration by the Marysville City Council:

FINDINGS:

1. The CDBG program applications for PYs 2012 & 2013 were released on June 1, 2012 with a submittal deadline of June 29, 2012.
2. A total of eight (8) Capital Project and five (5) Public Service applications were received by the Community Development Department on or before the June 29, 2012 deadline.
3. Community Development Staff provided the CAC copies of the grant applications and CDBG Federal Regulations at an orientation meeting held on July 26, 2012.
4. The CAC held a public meeting on October 9, 2012 allowing each applicant to present their PY2013 Capital Project or Public Service application to the CAC.
5. The CAC held a public meeting on October 23, 2012 in order to evaluate each application in accordance with the scoring criteria outlined in the Capital Project and Public Service applications and make a funding recommendation to City Council for PY2013.
6. PY2012 CDBG funding was approved by Marysville City Council with the adoption of the 2012 – 2016 Consolidated Plan which included the 2012 Annual Action Plan.
7. One of the funded capital projects outlined in the 2012 Annual Action Plan has been determined to be ineligible, and two of the funded public services did not apply for grant funding. Therefore, at the public meeting held on October 23, 2012, the CAC made a recommendation to reallocate these funds and amend the 2012 Annual Action Plan in accordance with the 2012 – 2016 Consolidated Plan Appendix A: Citizen Participation Plan.

CONCLUSIONS:

At the public meeting, held on October 23, 2012, the CAC recommended funding the Capital Projects and Public Services as reflected in the spreadsheet attached hereto as **Exhibit A**.

RECOMMENDATION:

Forwarded to the Marysville City Council as a Recommendation to provide CDBG funding to the Capital Project and Public Service applicants attached hereto as **Exhibit A** this **23rd day of October, 2012**.

By: 
Greg Kanellen, CAC Chair

EXHIBIT A

PROGRAM YEAR (PY) 2013 CITIZENS ADVISORY COMMITTEE (CAC) SUMMARY OF FUNDING RECOMMENDATIONS

CAPITAL PROJECTS (65% minimum)

Organization	Activity	PY2013 CAC Recommendation
City of Marysville Public Works	10 th Street Sidewalk Improvements	\$20,000.00
City of Marysville Parks	Comeford Park Improvements	\$50,000.00
Senior Services of Snohomish County	Minor Home Repair	\$40,000.00
Quilceda Community Services	Willow Place Building Upgrades	\$12,500.00
Tree House Properties	Cedar House Renovate/Repair	\$0
Housing Hope	Beachwood Apartments Playground Improvements	\$19,900.00
TOTAL		\$142,400.00

PUBLIC SERVICES (15% maximum)

Organization	Activity	PY2013 CAC Recommendation
Mercy Housing NW	Senior Housing Supportive Services	\$3,700.00
Domestic Violence Services of Snohomish County	Legal Advocacy Services	\$7,500.00
Marysville Food Bank	Backpack Program	\$6,000.00
Catholic Community Services	Volunteer Chore Services	\$5,000.00
Housing Hope	Beachwood Apartments Supportive Services Homelessness	\$9,800.00
TOTAL		\$32,000.00

ADMINISTRATION (20% maximum)

Organization	Activity	PY2013 CAC Recommendation
City of Marysville	Administration	\$43,600.00
TOTAL		\$43,600.00

PY2013 TOTAL ALLOCATION

Project Type	Percent Allocation	PY 2013 CAC Recommendation
Capital Projects	65.4%	\$142,400.00
Public Services	14.6%	\$32,000.00
Administration	20.0%	\$43,600.00
Total PY2013 Allocation		\$218,000.00

CAPITAL PROJECTS
Summary of Applications and Proposals

Activity	PY2013 Avg. Score (max 160)	PY2013 CAC Rec.	PY2012 Allocation	TOTAL
City of Marysville Public Works 10th Street Sidewalk Improvements	148	\$20,000	\$59,645	\$79,645

The project will improve both pedestrian and traffic safety along 10th Street and Cedar Avenue, promoting better access to the Boys and Girls Club and Cedar Field for citizens within the community utilizing these facilities. The project will include construction of approximately 475 ft of curb, gutter and sidewalk, including driveway entrances, to fill in missing sidewalk segments on the south side of 10th St between Cedar and Beach. The project will also include the construction of bulb-out ramps at the intersection of Cedar and 10th, promoting shorter crosswalk distances for pedestrians.

City of Marysville Parks Comeford Park Improvements	147	\$50,000	\$40,000	\$90,000
--	-----	----------	----------	----------

A phased project to provide significant improvement throughout the park creating needed updates and safety features that will support significant programmed changes to the City's only downtown public recreation facility. The funds will be used to install an outdoor spray park; industrial/ornamental fencing system surrounding the park; removal of falling trees, stump grind and replace with new landscapes providing shade and updated urban forestry improvements for public benefits.

Senior Services of Snohomish County Minor Home Repair	132	\$40,000	\$38,187	\$78,187
--	-----	----------	----------	----------

A project assisting low-income elderly and disabled homeowners by providing health and safety related repairs that they cannot perform on their own. This is a critical services designed to enable homeowners to remain in their homes, make tasks easier, reduce accidents and support independent living.

Quilceda Community Services Willow Place Building Upgrades	125	\$12,500	\$0	\$12,500
---	-----	----------	-----	----------

Willow Place is a specialized recreation facility for adults and youth with developmental disabilities. The project is for needed building upgrades to make the facility more energy efficient, safe and functional. Improvement include roof replacement, chain link fence installation along the property line, wheelchair accessible exterior walkways, energy efficient furnace and hot water tank conversion and installation of three pressure flush toilets.

Tree House Properties Cedar House Roof and Building Upgrades	97	\$0	\$0	\$0
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Cedar House is an adult family home for women with intellectually and developmentally disabilities. The project proposes replacing a leaking roof, building a deck with ramp off the back door and building a ramp and handrail from the kitchen into the garage where the washer and dryer are located.

Housing Hope Beachwood Apartments Playground	129	\$19,900	\$0	\$19,900
---	-----	----------	-----	----------

Beachwood Apartments serve families at risk of homelessness. The project is for the replacement of the current playground equipment serving 2-5 year olds with a new structure providing for a more creative, interactive play experience. Project also includes a new site design and layout bringing the site's two play structures in closer proximity within the same courtyard, generating better accessibility for families and creates a safer and more interactive play environment.

Marysville Boys & Girls Club	N/A	\$0	\$12,000	\$12,000
---	-----	-----	----------	----------

Marysville Boys & Girls Club did not apply for PY2013 CDBG funding. PY2012 funding will be used to replace four (4) basketball hoops and backboards with glass boards and rims on new stationary frames with height adjusters which will benefit younger children. Installation will also include demolition, repair and paint where existing hoops are removed.

PUBLIC SERVICES
Summary of Applications and Proposals

Activity	PY2013 Avg. Score (max 150)	PY2013 CAC Rec.	PY2012 Allocation	TOTAL
Mercy Housing NW Pilchuck Apartments Senior Housing Supportive Services	121	\$3,700	\$4,000	\$7,700

Provides for on-site service coordination to low-income elderly residents at Pilchuck Apartments. The program will be staffed by a Resident Services Coordinator one day each week providing group and one-on-one assistance in the areas of health and wellness, housing stability, financial literacy and community building. The program is aimed at enabling seniors to easily access needed services and to age in place with dignity and choice.

Domestic Violence Services of SnoCo Legal Advocacy Services	120	\$7,500	\$7,500	\$15,000
--	-----	---------	---------	----------

Provides for legal advocacy to victims of domestic violence in the areas of safety planning; education on navigating the justice system; preparation for court; assistance with procuring protection orders; gathering information for divorce/custody/parenting plans; assistance with immigration issues; and referrals to other agencies as needed.

Marysville Food Bank Food for Thought Backpack Program	106	\$6,000	\$3,000	\$9,000
---	-----	---------	---------	---------

Provides eight (8) nutritious meals to students at risk for food insecurity on weekends during the school year.

Catholic Community Services Volunteer Chore Services	127	\$5,000	\$5,000	\$10,000
---	-----	---------	---------	----------

Provides on-going chore-level services to elderly and functionally disabled adults at risk of losing their independence and/or safety at home. Services include assistance with housework, shopping, errands, laundry, yard work, moving, household repairs, wood provision, monitoring and communications.

Housing Hope Beachwood Apartments Supportive Services	112	\$9,800	\$5,000	\$14,800
--	-----	---------	---------	----------

Provides affordable housing and comprehensive services to individuals and families experiencing or at risk of homelessness. Services include case management; adult education; employment training; parent education and support; life skills training; child care; and supported access to critical community services such as mental health and substance abuse treatment.

Appendix A: Citizen Participation Plan

City of Marysville Citizen Participation Plan

The City's Role

Beginning in fiscal year (FY) 2012, the City of Marysville will receive an annual allocation of Community Development Block Grant (CDBG) funds through the U.S. Department of Housing and Urban Development (HUD). CDBG funds are administered through the City's Community Development Department. In accordance with federal guidelines, CDBG funds are provided to projects that meet a national objective and carry out an eligible activity. The amount available for allocation varies. The allocated CDBG funds for FY 2012 are estimated to be \$217,914.

The Citizen Advisory Committee (CAC) for Housing and Community Development serves in an advisory capacity to City staff, the Mayor, and City Council. Based on the anticipated allocation from HUD, and with support from the City's Community Development Department, the CAC evaluates and makes funding recommendations in the form of an Annual Action Plan to the City Council. In addition to making annual funding recommendations, the CAC also evaluates and provides a recommendation to City Council on the Consolidated Plan and substantial amendments, and reviews program performance reports. Prior to formation of the CAC, these functions were performed by the Planning Commission.

Purpose

The purpose of the Citizen Participation Plan (CPP) is to provide for and encourage citizens to participate in the development of the Consolidated Plan, any substantial amendments to the Consolidated Plan, and the performance and evaluation reporting. The CPP is designed especially to encourage participation by low- and moderate-income persons, particularly those living in slum and blighted areas and in areas where CDBG funds are proposed to be used and by residents of predominantly low- and moderate-income neighborhoods, as defined by the City of Marysville. The CPP encourages the participation of all citizens within the City of Marysville, including racially and ethnically diverse populations and non-English speaking persons, as well as persons with disabilities.

The CPP provides citizens with a reasonable opportunity to comment on the citizen participation plan and on substantial amendments to it. The CPP will be made generally available in a format accessible to persons with disabilities, upon request.

Citizen Comments and Amendments to the CPP

Proposed amendments to the CPP will be subject to a public comment period prior to being acted upon by the Community Development Department. Notice will be publicized in the following ways:

- Proposed CPP amendments will be advertised in the Marysville Globe 30-days prior to being acted upon
- Notice of the proposed CPP amendment will be sent electronically to the mailing list of interested agencies and persons maintained by the Community Development Department

Copies of the proposed CPP amendments, together with a copy of the full text of the existing CPP, will be available to the public on the City of Marysville’s web page and in hard copy upon request. The material will be made available in a format accessible to persons with disabilities upon request.

Staff will evaluate comments received and maintain a record of written comments and testimony. The CAC will provide a recommendation to Marysville City Council on the amendments. Such recommendation may be adopted, rejected, or remanded to the CAC for additional work. If remanded for additional work, the revised amendments will be subject to the public comment process outlined above.

Development of the Consolidated Plan

The City of Marysville wishes to ensure the participation of all interested and affected parties in development of both the five-year Consolidated Plan and the annual actions plans which implement it. Before the City of Marysville adopts a consolidated or annual plan, the Community Development Department will make available to citizens, public and nonprofit agencies, units of local government and other interested parties information that includes the amount of assistance the City expects to receive and the range of activities that may be undertaken, including the estimated amount that will benefit persons of low- and moderate-income. This will be accomplished by:

- Advertising in the Marysville Globe
- Sending electronic notice to the mailing list of interested agencies and persons maintained by the Community Development Department
- Posting notice on the City’s web page
- Maintaining the information for public inspection at the Community Development Department
- E-mailing or mailing the information to agencies and individuals upon request

The information will be made available in a format accessible to persons with disabilities, upon request.

Publication of the DRAFT Consolidated Plan

The City of Marysville will publish the DRAFT Consolidated Plan in a manner that affords citizens, public agencies and other interested parties a reasonable opportunity to examine its contents and to submit comments. This will be accomplished by:

- Publishing a summary of the proposed Consolidated Plan in the Marysville Globe

- Sending a summary electronically to the mailing list of interested agencies and persons maintained by the Community Development Department
- Making copies of the proposed Consolidated Plan available at:
 - Marysville Public Library
 - City Clerk's office
 - Community Development Department
 - City of Marysville's web page

The summary will describe the contents and purpose of the Consolidated Plan and will include a list of the locations where copies of the entire proposed Consolidated Plan may be examined. In addition, the City of Marysville will provide a reasonable number of free copies of the plan to citizens and groups that request it. The plan will be made available in a format accessible to persons with disabilities, upon request.

Public Comment on the DRAFT Consolidated Plan

The City will accept comments from citizens on the proposed Consolidated Plan for a period of not less than 30 days beginning with the date of official publication of the plan summary. The City will consider any comments or views of citizens received in writing, or orally at the public hearings, in preparing the final Consolidated Plan. A summary of these comments or views and a summary of any comments or views not accepted and the reason therefore, will be attached to the final Consolidated Plan.

Amendments to the Consolidated Plan

From time to time it is necessary to amend the Consolidated Plan. Amendments are characterized as either substantial or non-substantial and the City's policies for public participation differ for the two amendment categories.

"Substantial amendment" is defined as any change in the purpose, a major change in the scope of an activity or a change in the beneficiaries, and the addition of a new activity or deletion of an approved activity. In addition, any action that changes the number or identity of the probable beneficiaries of an activity by more than 25% of their originally represented number will usually be considered a substantial change.

Changes in the City's budgeted costs of program planning and administration, which are limited by Federal statute and regulation to certain defined percentages of the HUD grants, are not treated as a substantial amendment.

The City of Marysville will provide citizens with reasonable notice of and an opportunity to comment on substantial amendments. Notice of intent to enact a substantial amendment to the Consolidated Plan will be accomplished by:

- Publishing a summary of the proposed Consolidated Plan amendments in the Marysville Globe

- Sending a summary electronically to the mailing list of interested agencies and persons maintained by the Community Development Department
- Making copies of the proposed Consolidated Plan amendments available at:
 - Marysville Public Library
 - City Clerk's office
 - Community Development Department
 - City of Marysville's web page

The notice will describe the content and purpose of the amendment. The notice will be made available in a format accessible to persons with disabilities, upon request.

The City will accept comments on the substantial amendment for a period of not less than 30 days beginning with the date of official notice of intent. The City will consider any comments or views of citizens received in writing, or orally at the public hearings, if any, in preparing the substantial amendment of the Consolidated Plan. A summary of these comments or views and a summary of any comments or views not accepted and the reason therefore, will be attached to the substantial amendment of the Consolidated Plan. Substantial amendments will be transmitted to HUD upon adoption by City Council.

Non-substantial amendments are considered by their nature to be routine programmatic actions and do not require public notice. They will become part of the administrative record and will be available for public inspection on request at the Community Development Department. Non-substantial amendments will be transmitted to HUD at the end of the program year.

Performance and Evaluation Reports

The City is required to prepare an annual performance report for HUD and encourages citizens to review and comment on the report before it is transmitted to HUD. This report is known as the Consolidated Annual Performance and Evaluation Report (CAPER). Annually, the City will publish a notice of intent to submit its performance report by:

- Publishing a summary of the proposed CAPER in the Marysville Globe
- Sending a summary electronically to the mailing list of interested agencies and persons maintained by the Community Development Department
- Making copies of the proposed CAPER available at:
 - Marysville Public Library
 - City Clerk's office
 - Community Development Department
 - City of Marysville's web page

The City will receive comments on the performance report for a period of not less than 15 days prior the date the performance report is submitted to HUD. The City will consider any comments or views of

citizens received in writing, or orally at public hearings, if any, in preparing the performance report. A summary of these comments or views shall be attached to the performance report.

Public Hearings

The City will provide for at least two public hearings per year to obtain citizens' views and to respond to proposals and questions, to be conducted at a minimum of two different stages of the program year. Together, the hearings will address housing and community development needs, development of proposed activities, and review of program performance. To obtain the views of citizens on housing and community development needs, including priority non-housing community development needs, at least one of these hearings will be held before the proposed consolidated plan is published for comment.

Public notice of intent to hold the hearings will be accomplished by:

- Publishing notice in the Marysville Globe a minimum of 10-days prior to the hearings
- Sending an electronic copy of the notice to the mailing list of interested agencies and persons maintained by the Community Development Department
- Posting notice on the City of Marysville web page

The notice will contain sufficient information about the subject of the hearing to permit informed comment. The hearings will be held at times and locations convenient to potential and actual beneficiaries. Normally, the hearing will be held at Marysville City Hall located at 1049 State Avenue, Marysville, WA 98270. The City will make reasonable accommodations for persons with disabilities, upon advance request. The City will also provide interpreters for hearings where a substantial number of non-English speaking residents can reasonably be expected to participate.

CDBG Calendar

CDBG program year runs from July 1st through June 30th each year.

Needs Assessment and Program Planning

September	Grant applications released (biennially)
September	Technical assistance
October	Grant applications due
October	Applicant presentations to the Citizen Advisory Committee (CAC) for Housing and Community Development
November	CAC biennial application review and funding recommendation
December	City Council program year funding recommendation
December	Applicants notified they have been recommended for program year funding
January	CAC review of DRAFT Action/Consolidated Plan

February	Public Notice/DRAFT Action Plan/Consolidated Plan released ¹
February – March	30-day public comment period
March	CAC review and recommendation of Action/Consolidated Plan
April	City Council adoption of the Action/Consolidated Plan (public hearing)
No later than May 15 th	Action Plan or Consolidated Plan submitted to HUD
July 1 st	Program year begins

Program Performance Evaluation

June 30 th	Program year ends
July	Subrecipients annual reports due
September	Public Notice/Prior program year DRAFT CAPER released
September	15-day public comment period
September	City Council review of CAPER (public hearing)
No later than September 30 th	CAPER submitted to HUD

Availability to the Public

The Consolidated Plan as adopted, substantial amendments as adopted, the performance report, and all associated policy documents will be available to the public, including in a form accessible to persons with disabilities, upon request. The most recent Consolidated Plan and performance report will be available on the City of Marysville web page <http://marysvillewa.gov/>. These documents will also be available by contacting the Community Development Department.

City of Marysville
 Community Development Department
 80 Columbia Avenue
 Marysville, WA 98270
 (360) 363-8100 (voice)
 (800) 833-6399 (TDD)

Chris Holland, Senior Planner
 360-363-8207
cholland@marysvillewa.gov

Gloria Hirashima, CAO/CD Director
 360-363-8000
ghirashima@marysvillewa.gov

¹ Action Plan is released annually and the Consolidated Plan is released every five years.

Section 6: 2012 Action Plan – DRAFT AMENDMENT

This section documents the 2012 Action Plan. It describes the eligible projects and activities the City proposes to undertake with available CDBG funds in the 2012 program year, as well as how the projects and activities are consistent with the 2012-2016 Consolidated Plan strategies and objectives.

The 2012 Action Plan was developed concurrently with the 2012-2016 Consolidated Plan; therefore, the citizen participation and consultation processes discussed in Section 3: Managing the Process apply to the 2012 Action Plan. Action Plans are submitted on an annual basis. This is the City's first Action Plan, so there is no evaluation of past performance.

Project Selection Process

Prior to the formation of the Citizen's Advisory Committee, the Community Development Department held a public meeting on January 10, 2012 to obtain input on the Marysville's priority community development needs and goals for 2012 – 2016 Consolidate Plan.

On January 24, 2012 the Planning Commission held a duly-advertised public hearing and received testimony from staff and the public related to the Marysville's priority community development needs and goals for 2012 – 2016 Consolidated Plan.

The Draft 2012 – 2016 CDBG Consolidated Plan was published for a 30 day public review in accordance with the CPP, by publishing a summary of the Consolidated Plan in the Marysville Globe, sending a summary electronically to the mailing list of interested agencies and persons and making copies of the plan available at the Marysville Public Library, City Clerk's Office, Community Development Department and the City's web page.

The Planning Commission held a duly-advertised public hearing on April 10, 2012 and received testimony from staff and the public related to the Draft 2012- 2016 Consolidated Plan, 2012 Action Plan, and preliminary funding recommendation. The Planning Commission recommended adoption of the above and finalized the recommendation of approval to the City Council.

In June, 2012 the City notified the community of the availability of CDBG funding for program year 2012. Notice was published that the City of Marysville would be accepting applications for funding by publishing notice in the Marysville Globe, sending notice electronically to the mailing list of interested agencies and persons and making copies of the application available at the Marysville Public Library, City Clerk's Office, Community Development Department and the City's web page.

On May 14, 2012 City Council adopted the 2012-2016 Consolidated Plan, 2012 Action Plan and preliminary funding recommendations, by Marysville City Ordinance 2896.

The City received six (6) applications for Public Services and eight (8) for Capital Projects. City staff reviewed the proposals for completeness and CDBG eligibility. City Staff determined one (1) of the applications to be ineligible for funding and one (1) to be partially ineligible.

Resources – 91.220(c)(1) and (c)(2)

The City of Marysville ~~estimates it~~ will receive \$217,914 in federal funding for the 2012 program year under the CDBG program. The City anticipates that these funds will help leverage funding from other public and private resources.

CDBG funding will be allocated in 2012 to address strategies and objectives identified in the 2012-2016 Consolidated Plan. The City expects to allocate funds in the following manner, as allowed by CDBG regulations:

- Capital projects (~~6569~~): ~~\$141,644.10~~149,832.00
- Public services (~~1511~~): ~~\$32,687.10~~24,500.00
- Planning and administration (20%): ~~\$43,582.80~~43,582.00

Comment [ch1]: Rounded to a whole number

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~~Adjustments to these allocations may be made based on the actual amount of CDBG funds received.~~

Capital projects will include activities related to housing, public facilities, and infrastructure. Public services will include services that meet the needs of homeless and special needs populations, specifically seniors, persons with disabilities, and victims of domestic violence. Planning and administration funds will support management, oversight, and coordination of the CDBG grant program, which includes activities such as development of the Consolidated Plan and Annual Action Plans; facilitating the citizen participation process; and selection, monitoring, evaluating, and reporting for CDBG projects and activities.

Annual Objectives – 91.220(c)(3)

Below is a summary of the objectives that the City proposes to address during the 2012 program year. Specific annual objectives and goals are outlined in HUD Table 3A: 2012 Summary of Specific Annual Objectives in Appendix G.

Housing

Housing Strategy 1 (AHS-1):	Enable homeowners to remain in their homes, primarily benefiting seniors, persons with disabilities, and very low-income persons
Housing Objective 1 (AHO-1):	Provide assistance for improving the safety and accessibility of housing units that benefit seniors and persons with physical or developmental disabilities
Housing Objective 2 (AHO-2):	Assist very low-, low-, and moderate-income homeowners improve the safety of their homes, with priority given to very low-income households

Homeless

Homeless Strategy 1 (HMS-1): Work to reduce and end homelessness

Homeless Objective 2 (HMO-2): Assist homeless persons in the transition to self-sufficiency by supporting transitional, permanent supportive, and permanent affordable housing and related services, giving priority to families

Non-homeless Special Needs

Special Needs Strategy 1 (SNS-1): Support an environment that allows special needs populations to safely live with dignity and independence

Special Needs Objective 1 (SNO-1): Provide support for housing and social services programs that enable special needs populations to safely live with dignity and independence

Community Development

Community Development Strategy 1 (CDS-1): Promote a suitable living environment, dignity, self-sufficiency, and economic advancement for low- and moderate-income persons

Public Facilities

Public Facilities Objective 1 (PFO-1): Improve the safety and livability of low- and moderate-income neighborhoods by addressing service gaps in public facilities

Public Facilities Objective 3 (PFO-3): Increase access to quality public and private facilities in low- and moderate-income areas by providing funds for rehabilitation

Infrastructure

Infrastructure Objective 1 (INO-1): Improve the safety and livability of low- and moderate-income neighborhoods by addressing service gaps in infrastructure

Public Services

Public Services Objective 2 (PSO-2): Support programs that provide homeless, special needs, and low-income populations with basic needs and access to essential services, such as transportation, health care, childcare, case management, and legal assistance

In pursuing these strategies and objectives for the 2012 program year, the City anticipates increasing the affordability of decent owned housing units for Marysville's low- and moderate-income residents, as well as the availability and accessibility of decent housing for people who are homeless or have special needs. The availability, accessibility, and affordability of a suitable living environment for low- and moderate-income residents should also increase due to infrastructure and public facilities improvements and support for a range of public services.

Description of Activities – 91.220(d) and (e)

Below is a summary of the eligible projects that the City proposes to undertake during the 2012 program year to address priority needs and specific objectives identified in the Strategic Plan. The summary also includes proposed accomplishments. Proposed capital projects would be completed within the 2012 program year. Additional details are listed in HUD Table 3C: 2012 Consolidated Plan Listing of Projects, contained in Appendix G.

Project	Amount	Objective Category	Outcome Category	One-Year Goal
Affordable Housing				
Senior Services of Snohomish County Home Rehabilitation Program	\$38,187.00	Decent Housing	Affordability	42 Housing Units
Homeless				
Housing Hope Homeless Housing and Supportive Services	\$5,000.00	Decent Housing	Affordability	70 Individuals
Community Development - Infrastructure				
City of Marysville PW 10 th Street Sidewalk Improvement	\$29,644.10 \$59,645.00	Suitable Living Environment	Availability/Accessibility	1,000 Individuals

Comment [ch2]: CAC Recommended shifting the \$30,000 allocated to the MSD Liberty Boiler Replacement (ineligible) to this project

Project	Amount	Objective Category	Outcome Category	One-Year Goal
Community Development - Public Facilities				
Marysville School District - Liberty Boiler Replacement	\$30,000	Suitable Living Environment	Availability/Accessibility	1 Public Facility
City of Marysville Parks Comeford Park Improvement	\$40,000.00	Suitable Living Environment	Availability/Accessibility	1 Public Facility
Marysville Boys & Girls Club Youth Center Improvement	\$12,000.00	Suitable Living Environment	Availability/Accessibility	1 Public Facility
Community Development - Public Services				
Marysville Food Bank Backpack Program	\$3,000.00	Suitable Living Environment	Availability/Accessibility	40 Individuals
DV Services of Snohomish County	\$7,500.00	Suitable Living Environment	Affordability	100 Individuals
Legal Advocacy Services				
Mercy Housing Northwest Services for Seniors and Persons with Disabilities	\$4,000.00	Suitable Living Environment	Availability/Accessibility	38 Individuals
Catholic Community Services	\$5,000.00	Suitable Living Environment	Availability/Accessibility	55 Individuals
Volunteer Chore Services				
Planning and Administration				
City of Marysville	\$43,582.00	N/A	N/A	N/A

Comment [ch3]: Ineligible CFR 570.207(b)(2)

Federal Register Notice dated March 7, 2006 defines the three possible **objective** categories, which describe the purpose of an activity, as:

- **Suitable Living Environment.** Generally, this applies to activities that are designed to benefit communities, families, or individuals by addressing issues in their living environment.
- **Decent Housing.** This focuses on housing programs where the purpose of the program is to meet individual family or community needs, and not programs where housing is an element of a larger effort. (These types of programs would be reported under Suitable Living Environment.)
- **Creating Economic Opportunities.** This applies to activities related to economic development, commercial revitalization, or job creation.

The Notice defines the three possible **outcome** categories, which best reflect what the City seeks to achieve by funding an activity, as:

- **Availability/Accessibility.** This applies to activities that make services, infrastructure, public services, public facilities, housing, or shelter available or accessible to low- and moderate-income residents, including persons with disabilities. Accessibility refers to both physical barriers *and* making the affordable basics of daily living available and accessible to low- and moderate-income residents where they live.

- **Affordability.** This applies to activities that provide affordability in a variety of ways to low- and moderate-income residents. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
- **Sustainability: Promoting Livable or Viable Communities.** This applies to projects aimed at improving communities or neighborhoods, helping to make them more livable or viable by providing benefit to persons of low- and moderate-income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

Geographic Distribution/Allocation Priorities – 91.220(d) and (f)

Assistance will be primarily directed to the City's areas with a majority of low- and moderate-income residents and concentrations of racial and ethnic diversity, as identified in Section 4: Community Background.

Allocation priorities and investments for the 2012 program year were informed by the priority needs identified in the citizen and consultation processes and general research, as well as the potential for providing the greatest benefit, considering the limited amount of funding available, while meeting CDBG Program requirements.

The greatest obstacle to meeting underserved needs is expected to be the availability of adequate financial resources to keep pace with demand, particularly related to affordable housing and services for the growing senior population, persons with disabilities, victims of domestic violence, and homeless persons with mental health and chemical dependency issues.

Annual Affordable Housing Goals – 91.220(g)

Using the available CDBG funds, the City proposes assisting approximately 42 special needs households with affordable housing through activities that rehabilitate existing units. Additional details are outlined in HUD Table 3B: 2012 Annual Affordable Housing Completion Goals in Appendix G.

Public Housing – 91.220(h)

The City will continue to support HASCO's strategy as described in the Strategic Plan.

Homeless and Special Needs – 91.220(i)

Using the CDBG funds available, the City proposes to reduce and work toward ending homelessness in Marysville by providing funds to nonprofit organizations that provide transitional housing with supportive services for families. The City proposes that the total investment to these organizations will benefit 70 individuals over the program year.

To address the housing and supportive service needs of persons who are not homeless, the City proposes providing funds to nonprofit organizations that serve seniors, persons with disabilities, victims

of domestic violence, and persons with chemical dependency issues. The City proposes that the total investment to these organizations will benefit 233 individuals over the program year.

Barriers to Affordable Housing – 91.220(j)

During the 2012 program year, the City will work to reduce barriers to affordable housing by awarding CDBG funds to projects that will help develop or maintain decent and safe affordable housing for low-to-moderate income persons in our community. In addition, the City will specifically explore reducing barriers for production of low-income housing, shelters, transitional housing, housing for elderly and special needs housing.

Other Actions – 91.220(k)

The City will continue to use its citizen participation process to solicit public comments on local priorities and objectives for CDBG funds and to receive feedback on progress made towards meeting the local strategies and objectives. Concurrently, with the adoption of the Consolidated Plan, the City adopted Chapter 2.92 MMC, creating a 9-member Citizen Advisory Committee (CAC) for Housing and Community Development to enhance the level of guidance from the community, enhance coordination between public and nonprofit agencies, and support further development of the institutional structure.

The City will coordinate with the efforts of Community Transit and the Puget Sound Regional Council to ensure local housing strategies are coordinated with local and regional transportation planning strategies to ensure to the extent practicable that residents of affordable housing have access to public transportation.

The City will pursue the Lead-based Paint Strategy and Anti-poverty Strategy as described in the Strategic Plan to evaluate and reduce the number of housing units containing lead-based paint hazards and reduce the number of poverty level families.

The City will also begin developing a Straight Deferred Payment Loan Program for future program years to provide loans for very low-income homeowners (at or below 50% of median income) to improve the health and safety of their homes.

CDBG Program Specific Requirements – 91.220(l)(1)

The City does not expect to receive program income, proceeds from Section 108 loan guarantees, surplus funds from urban renewal settlement, returned grant funds, or income from float-funded activities during the 2012 program year. The City does not expect to fund any urgent need activities. All CDBG funds are expected to be used for activities that benefit persons of low- and moderate income.

Index #9

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 12/10/12

AGENDA ITEM: Professional Services Agreement between City of Marysville and Weed, Graafstra and Benson, Inc., P.S.	
PREPARED BY: Gloria Hirashima, Chief Administrative Officer	DIRECTOR APPROVAL:
DEPARTMENT: Executive	
ATTACHMENTS: Proposed Agreement	
BUDGET CODE:	AMOUNT:

SUMMARY:

The proposed agreement establishes a professional services agreement between the City and Weed, Graafstra and Benson, Inc., P.S. for 2013-15 City Attorney and general legal services. The proposed agreement is a three-year agreement. Marysville has utilized the services of Weed, Graafstra and Benson, Inc., P.S. or a related partnership for over 30 years. The three year agreement provides for longer term advance planning for both the city and the company. While staff has revisited the potential for in-house City Attorney services, we believe that the current arrangement of contract attorney services will be sufficient over the next three year period.

The agreement still allows for termination of the agreement by either party with 60 days notice. In addition, rate changes would require mutual agreement of the parties for years 2014 and 2015. The firm has provided advance notice of an anticipated rate increase for 2014.

RECOMMENDED ACTION:

Staff recommends that City Council approve the City Attorney Retainer agreement with Weed, Graafstra and Benson, Inc., P.S.

CITY ATTORNEY RETAINER AGREEMENT
CALENDAR YEAR 2013-2015

I - PARTIES/EMPLOYMENT

The CITY OF MARYSVILLE (hereinafter "CITY") agrees to retain the law firm of WEED, GRAAFSTRA AND BENSON, INC., P.S., 21 Avenue A, Snohomish, Washington, and said law firm (hereinafter "CITY ATTORNEY") agrees to serve as CITY ATTORNEY on the terms and conditions stated below. The CITY ATTORNEY shall serve at the pleasure of the Mayor; PROVIDED, that all decisions relative to such employment, or termination of the same, shall be subject to confirmation by a majority vote of the City Council.

II - QUALITY OF SERVICES

The CITY ATTORNEY shall perform all legal services covered by this contract in a capable and efficient manner, and in accordance with the professional and ethical standards of the Washington State Bar Association.

III - COMPENSATION

A. Basic Retainer: The CITY shall pay the CITY ATTORNEY a retainer in the amount of \$6,400.00 per month, which retainer shall be compensation for up to 40 hours of work per month for the following legal services:

1. To oversee and supervise the prosecution function for the CITY in municipal court.
2. To attend the three regularly scheduled meetings of the City Council per month.

3. To provide legal advice to the Mayor, Councilpersons, Chief Administrative Officer and administrative heads of the various departments of the CITY under the direction of the Chief Administrative Officer.

4. To prepare such ordinances, resolutions, and instruments as the Mayor, City Council and Chief Administrative Officer may direct, to render legal advice on all civil and criminal matters, and to prepare or review such correspondence, contracts, easements, and instruments as may be necessary and appropriate.

B. Additional Services: The CITY shall pay the CITY ATTORNEY for the following additional or special legal services at the rate of \$170.00 per hour, or, if said services are performed by a paralegal in the CITY ATTORNEY's office the same shall be compensated at the rate of \$130.00 per hour:

1. Time in excess of basic retainer. Any and all hours expended on legal services referred to in paragraph A above (Basic Retainer) in excess of 40 hours per month.

2. Extra meetings. Attendance, at the request of the Mayor or Chief Administrative Officer, at evening meetings of CITY boards, commissions or committees, except for regular City Council meetings held three times a month.

3. Local Improvement Districts. All legal services performed in connection with the formation and financing of any LID or ULID (although it is understood that the primary responsibility for this type of legal work will fall under the exceptions referred to in paragraph V below).

C. Litigation. The CITY shall pay the CITY ATTORNEY for all superior and appellate court litigation and all administrative hearings of a quasi-judicial nature, except those conducted by the CITY itself, at the rate of \$180.00 per hour.

D. Time Records. In order to determine appropriate compensation, the CITY ATTORNEY shall maintain accurate time records, copies of which shall be made available to the CITY.

E. Time for Payment. The CITY shall pay all compensation provided herein to the CITY ATTORNEY on a monthly basis, and within two weeks of the date on which each billing statement is received.

F. Rate Adjustments. The rates set forth in this Section III may be adjusted by mutual agreement of the parties for calendar years 2014 and 2015. The City Attorney shall give notice of intent to adjust rates on or before September 1.

IV - REIMBURSEMENT

In addition to compensation for the legal services specified above, the CITY shall reimburse the CITY ATTORNEY for direct expenses incurred, and costs advanced, including but not limited to court costs, filing fees, witness fees, recording fees, copying expenses at cost, long distance phone calls, library charges for municipal law books, and the cost of travel, lodging and tuition relating to meetings of the Association of Washington Cities and Association of Municipal Attorneys. However, ordinary law office operating expenses, such as rent and secretarial services, shall not be compensated or reimbursed.

V - EXCEPTIONS

This contract shall not cover legal representation relating to insurance defense, the formation and financing of local improvement districts, or other specialized fields where it is agreed by the parties that outside legal counsel should be retained.

VI - INSURANCE COVERAGE

The CITY shall provide insurance coverage for the CITY ATTORNEY's errors and omissions, and malpractice, while acting in the capacity of CITY ATTORNEY, and shall indemnify and hold the CITY ATTORNEY harmless from any and all claims brought by third parties against the CITY ATTORNEY in said capacity.

VII - EFFECTIVE DATE AND DURATION

This contract shall take effect on and after January 1, 2013 and shall continue in effect through December 31, 2015 unless earlier terminated or renegotiated by either party upon 60 days' written notice. This contract shall also be renegotiable within the final 90 days of calendar year 2015 for the succeeding year(s). If no such renegotiation is undertaken, this contract shall be renewed automatically for one calendar year upon the same terms and conditions.

DATED this _____ day of _____, 2012.

WEED, GRAAFSTRA
AND BENSON, INC., P.S.

By _____
GRANT K. WEED, PRESIDENT

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

ATTEST:

By _____
APRIL O'BRIEN, DEPUTY CITY CLERK

Index #10

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 12/10/12

AGENDA ITEM: Professional Services Agreement between City of Marysville and Strategies 360 for Consultant Services	
PREPARED BY: Gloria Hirashima, Chief Administrative Officer	DIRECTOR APPROVAL:
DEPARTMENT: Executive	
ATTACHMENTS: 1. Professional Services Agreement	
BUDGET CODE:	AMOUNT:

SUMMARY:

The proposed agreement establishes a professional services agreement for lobbying services for Strategies 360 Inc. to provide general government lobbyist services. The scope of services is attached as Exhibit A. Strategies 360 has provided general lobbying services for the city since 2007.

RECOMMENDED ACTION:
Approve proposed professional services agreement.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND STRATEGIES 360, INC.
FOR CONSULTING SERVICES**

THIS AGREEMENT, made and entered into in Snohomish County, Washington, by and between CITY OF MARYSVILLE, hereinafter called the "City," and Strategies 360, Inc., 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 hereinbelow, the parties hereto agree as follows:

ARTICLE I. PURPOSE

The purpose of this agreement is to provide the City with Public Relations and Consultant Services as 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 described in Exhibit A.

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. Final work products and final documents requested by the City as part of 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. 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. This Agreement shall commence on January 1, 2013 and end December 31, 2013. Extension of the services contract will be by written agreement, signed by both parties.

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 Consultant 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 of the Consultant in performance of Consultant'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 Consultant or other person and all property owned or claimed by the City, the Consultant, or affiliate of the Consultant, 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 Consultant and the City, its members, officers, employees and agents, the Consultant's liability to the City, by way of indemnification, shall be only to the extent of the Consultant'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 at the rate of \$7500 per month. 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.

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 Gloria Hirashima
1049 State Avenue
MARYSVILLE, WA 98270

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

STRATEGIES 360 INC.
C/O RON DOTZAUER
1505 Westlake Ave N, Suite 1000
Seattle, WA 98109

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.

By _____
JON NEHRING, Mayor

By _____
STRATEGIES 360, INC.

Approved as to form:

GRANT K. WEED, City Attorney

Exhibit A

Marysville Scope of Work – January 2013 thru December 2013

State Legislative Work (2013 session)

1. Prepare and run potential legislation regarding housing for registered sex offenders.
2. Prepare and run potential legislation regarding tax exemptions for construction of new manufacturing facilities.
3. Prepare and run potential legislation regarding regional transportation benefit districts within tribal reservations.
4. Follow state legislation and standards review for composting facilities and participate in efforts to create more effective regulation of composting facilities.
5. Advocate for the City with the Governor's Office of Regulatory Assistance and other state agencies to advance regulatory reforms and permit streamlining for a north Marysville manufacturing area.
6. Participate in efforts to advance the AWC legislative agenda to affect issues of interest for cities.
7. Participate in efforts to advance the Snohomish County cities legislative priorities.
8. Keep abreast of other legislation, policy issues and news that may affect the City.
9. Advocate for retention of Recreation Conservation Office grant programs particularly ALEA (Aquatic Lands Enhancement Account).

Federal Legislative Work (2013 session)

1. Seek funding opportunities and advocate for transportation, environmental restoration, parks and trails (LWCF funds), public safety, and economic development projects within the City through the federal appropriations or grant processes.
2. Advocate for transportation mitigation projects to mitigate the adverse impacts of increased train travel through Marysville.
3. Be available, in the event Marysville staff or elected officials visit Washington D.C. for a business trip, to develop message points, schedule and attend meetings in Washington D.C.
4. Advocate to Congress and federal agencies on the behalf of Marysville as issues arise.

5. Continue to advocate to Congress and federal agencies for the Qwuloolt advance mitigation agreement and trail project.
6. Look for situations where Marysville can partner with the Tulalip Tribes and other neighboring municipalities on federal issues.
7. Keep Marysville staff abreast of key federal policy issues that may affect the city.

Non-Legislative Work

1. Work associated with community and regional odor issues. This includes communications strategy, work with various regulatory agencies, advisory role with citizens committee, engagement of various elected officials, and other work.
2. Work associated with transportation or criminal justice funding, such as communications strategy for voter approved transportation benefit district or criminal justice sales tax proposals put forward by the city.
3. Work to advance the manufacturing and industrial center creation in North Marysville.
4. Be available as a resource to the City for unanticipated issues that arise.

11/27/12

Index #11

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 12/10/12

AGENDA ITEM: Snohomish County Cities Legislative Priorities	
PREPARED BY: Gloria Hirashima, Chief Administrative Officer	DIRECTOR APPROVAL:
DEPARTMENT: Executive	
ATTACHMENTS: 1. Legislative Priorities and Transportation Project list	
BUDGET CODE:	AMOUNT:

SUMMARY:

Cities within Snohomish County have worked collectively with Snohomish County, Economic Alliance of Snohomish County and the Port of Everett to formulate an agreed list of legislative priorities for the 2013 session. Each City, Snohomish County, Snohomish County cities and the Port are asked for their approval and support of the joint legislative agenda. This is a significant achievement for Snohomish County as there has never been agreement amongst the various governmental and business entities to endorse a single agenda.

RECOMMENDED ACTION:
Approve proposed legislative priorities.



Regional Priorities for Snohomish County

2013 State Legislative Agenda

Snohomish County Region: The Aerospace Capital of North America

- **45,000 direct jobs**
- **172 aerospace companies**
- **\$3.8 billion in wages**

The Snohomish County Region respectfully requests the state's assistance in **Education & Workforce, Transportation & Infrastructure, and Competitiveness** – all necessary to continuing to make our region the Aerospace Capital of North America, and a region where communities and businesses thrive.

Education & Workforce

- Expanding higher education opportunities in Snohomish County, specifically support for:
 - o **increasing access at community colleges and universities** by restoring funding, especially in high demand programs;
 - o new programs from University Center partners such as **WSU's electrical engineering, hospitality, and communications programs**;
 - o the strategic plan authorizing **the management transition of University Center to Washington State University**.
- Increased investment in **Edmonds and Everett Community Colleges to expand proven STEM training programs** which support our aerospace and advanced manufacturing sectors.
- Strengthening state and local initiatives to **improve STEM educational outcomes in the early learning and K-12 systems** to ensure our children have the skills to engage in the 21st Century economy.

Transportation & Infrastructure

- Pass a **robust, multimodal statewide transportation package** that addresses the highway and transit investments outlined in the *2013 Snohomish County Regional Transportation Priorities* list, and allocates a significant portion of revenue to local jurisdictions to meet system maintenance and operation demands.
- Expand **local revenue options to assist local governments and transportation agencies, including transit**, in addressing the specific needs of their businesses and residents.
- Improve the **Port of Everett's ability to handle a variety of different cargos in support of our aerospace and advanced manufacturing sectors**, specifically roll-on/roll-off capabilities.
- Maintain **sufficient funding in support of county and state Public Works Trust Funds (PWTF), Transportation Improvement Board (TIB), County Road Administration Board (CRAB) and programs** to ensure the county and all cities have access to the funds necessary to make critical infrastructure improvements.
- Address communities impacted by growing freight train traffic by **prioritizing grade separation projects**.

Competitiveness

- Support Snohomish County's efforts to maintain **competitive property tax rates**. Without legislative clarification, the County will need to respond to a Department of Revenue audit by either raising property taxes or cutting the County general fund by \$3.4 million.
- Enable "**value capture financing**" to allow local governments to make the necessary infrastructure investments to reactivate underutilized properties and promote long-term sustainability, as allowed by most other states.
- Provide **additional flexibility to local governments to mitigate the impacts of costly mandates** such as public records abuses, indigent defense, and declining state-shared revenues.
- Maintain **tax incentives and credits that help retain and attract aerospace and advanced manufacturing companies** to our region.

This Legislative Agenda expresses regional priorities from Economic Alliance Snohomish County, Snohomish County, Snohomish County Cities, and Snohomish County Committee for Improved Transportation.

UPDATED - 10/31/2012

Key Transportation Corridors & Projects

October 2012

Economic Alliance Snohomish County continues to collaborate with the Snohomish County Committee for Improved Transportation (SCCIT), Snohomish County and our private and public sector investors to identify, prioritize and advocate for completion of projects which support regional economic development goals.

The following highway and transit project list assumes a statewide transportation package of \$15 billion dollars with Snohomish County projects receiving approximately \$1.75 billion of funding, as the County represents over 10% of the state's total population. If either a statewide package is not advanced in 2013 or the package is significantly smaller, we would seek a combination of funding for right of way acquisition, engineering or design or of each of these projects.

Project	Cost (millions)	Impacts
<u>Aerospace Sector</u>		
US 2 Trestle (phase 1)	\$250	<ul style="list-style-type: none"> • Critical E-W corridor connecting aerospace and military clusters with workforce housing • Community Transit "Transit Emphasis Corridor"
SR 531: 43rd Ave NE – SR 9 Widening	\$110	<ul style="list-style-type: none"> • Supports aerospace/advanced manufacturing incubator at Arlington Airport by completing I-5 to SR 9 corridor • Enhances freight mobility within Aerospace IPZ • Community Transit "Transit Emphasis Corridor"
SR 526: Hardsen Rd Interchange (Interchange Justification Report may be required prior to proceeding with project, est. \$4 million)	\$44	<ul style="list-style-type: none"> • Enhances freight mobility within Aerospace IPZ • Reduces truck delay 815 hrs/day, general traffic 4,000 hrs/day • Boeing and aerospace suppliers have endorsed the value of this project in improving access to the SW Everett Industrial District
41st Street Freight Corridor/SR 529 Re-designation (phases 1 & 2)	\$37	<ul style="list-style-type: none"> • Creates "freight-friendly" corridor between Port of Everett and I-5 • Reduces truck delay 502 hrs/day, general traffic 3,700 hrs/day • FMSIB Corridor
I-5 NB Shoulder Lanes (phase 1): Marine View Drive to SR 528	\$35	<ul style="list-style-type: none"> • Improves throughput between Everett and Marysville • Enhances freight mobility within Aerospace IPZ • Community Transit "Transit Emphasis Corridor"
Everett Mall Way to SB I-5 Access	\$4	<ul style="list-style-type: none"> • Relieves stress on Everett Mall Way-SR 526 Intersection by providing additional access or other system improvements
TOTAL Aerospace Sector: \$480 million		
<u>East-West Job Corridors</u>		
SR 522: Paradise Lake Rd to Snohomish River Bridge	\$137	<ul style="list-style-type: none"> • Completes corridor linking US 2, I-405 and Seattle • Community Transit "Transit Emphasis Corridor"
SR 524: 24th Ave W to SR 527 Widening	\$100	<ul style="list-style-type: none"> • Complete E-W corridor connecting I-5 and SR 527 • Community Transit "Transit Emphasis Corridor"
US 2: Monroe Bypass (phase 1)	\$47	<ul style="list-style-type: none"> • Reduces strain on only alternative freight corridor to I-90 • Improves safety and congestion on US 2 through Monroe • Community Transit "Transit Emphasis Corridor"
TOTAL East-West Job Corridors: \$284 million		
<u>SR 9 Corridor</u>		
SR 9: Snohomish River Bridge	\$109	<ul style="list-style-type: none"> • Continues expansion of alternative N-S, FMSIB corridor • Engineering work funded in 2012 transportation package • CT "Transit Emphasis Corridor"

SR 9 Corridor (cont.)

SR 9: 176th St SE to SR 96 – Add additional NB lane	\$65	<ul style="list-style-type: none"> • Completes 4-lanes from Sno-King line to City of Snohomish • Continues expansion of alternative N-S, FMSIB corridor • CT “Transit Emphasis Corridor”
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TOTAL SR 9 Corridor: \$174 million

Transit / BRT

Transit Operating & Maintenance Assistance	\$200	<ul style="list-style-type: none"> • Expands service Swift BRT on transit emphasis corridors • Increases service connect employment centers • Restores countywide Sunday service
SR 524: 48th Ave W to 37th Ave W Widening	\$14	<ul style="list-style-type: none"> • Supports BAT lanes on "Transit Emphasis Corridor" • Increases connectivity between I-5 and SR 99
SWIFT II – Federal Feasibility & Environmental Study	\$1	<ul style="list-style-type: none"> • Evaluate and determines feasibility for a second BRT line to connect employment centers with cost-effective high capacity transit (alignment TBD)

TOTAL Transit/BRT: \$215 million

Freight / Grade Separation

SR 104: Main St./Dayton St.	\$80	<ul style="list-style-type: none"> • Undercrossing removes at-grade crossing at WSF Edmonds Terminal (second most productive WSF route) • Increases access to Port of Edmonds employment center • Creates vital EMS link to Port and W Edmonds
SR 529/SR 528 Half Diamond	\$60	<ul style="list-style-type: none"> • Increases freight mobility at Riverside Business Park and industrial properties in North Everett and South Marysville • Relieves major congestion SR 528/BNSF at-grade crossing
1-5: 156th St NE Interchange	\$42	<ul style="list-style-type: none"> • Removes stress at BNSF at-grade crossings which cannot be easily mitigated (88th St NE, 116th St NE) • Improves access to North Marysville, Quil Ceda Village and Smokey Point employment centers

TOTAL Freight/Grade Separation: \$182 million

Local Job Centers

1-5: 116th St NE Interchange	\$42	<ul style="list-style-type: none"> • Improves access to North Marysville and Quil Ceda Village employment centers • Construction ready
Poplar Way Extension Bridge	\$36	<ul style="list-style-type: none"> • Creates E-W link reducing congestion on I-5 & SR 524 • Supports PSRC Lynnwood Regional Growth Center • Supports CT’s “Transit Emphasis Corridor” on SR 524
Local Priority Project Fund (\$1-6 million per project)	\$30	<ul style="list-style-type: none"> • Supports small-scale local economic development infrastructure projects to create jobs, improve mobility, and promote local economic vitality

TOTAL Local Job Centers: \$108 million

Maintenance & Preservation

Countywide Bridge, Highway and Arterial Maintenance and Preservation	\$307	<ul style="list-style-type: none"> • Prevents catastrophic failure and necessary maintenance of previous public infrastructure investments • Assumes 25% of total Snohomish County package
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TOTAL Maintenance & Preservation: \$307 million


TOTAL SNOHOMISH COUNTY TRANSPORTATION PACKAGE: \$1,750 million

Index #12

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 10, 2012

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

The United States Bankruptcy Court Western Washington Division has used the Marysville Municipal Court Facility since 2008 for preliminary bankruptcy hearings. Hearings are scheduled on the second and fourth Wednesday of each month. Hearings include Federal Judge Overstreet, a US Marshall, Court reporter and US Bankruptcy Clerk. Several attorneys and clients also appear for these hearings. The Bankruptcy participants begin to enter the building at 8:00 am and calendars start at 8:30 am and end at noon. Holding the hearings in the Municipal Court Building requires no staff time or participation. Since early 2010 there has been an increase in the size of the calendars and the time that Bankruptcy Court is using the facility. The current fee for use of the facility is \$300.00 per session.

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

RECOMMENDED ACTION: Authorize the Mayor to sign the Renewal Facility Use Agreement with the United States Bankruptcy Court.
COUNCIL ACTION:

FACILITIES USE AGREEMENT

The City of Marysville, a non-charter code city of the State of Washington, (hereafter “City”) and the United States Bankruptcy Court for the Western District of Washington (hereafter “Bankruptcy Court”) enter into this Agreement for the use by the Bankruptcy Court of certain facilities owned by the City, under the terms and conditions of this Agreement.

Whereas, the City owns and controls the use of the Municipal Courtrooms at 1015 State Avenue, Marysville, WA 98270 (hereafter “Facilities”), which Facilities are more particularly described below; and

Whereas, the Bankruptcy Court desires to use said Facilities, and the City is able and willing to make said Facilities available for such use by the Bankruptcy Court, for the purposes and activities, and under the terms and conditions, set forth below;

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

1. GENERAL AGREEMENT. For being permitted to use the Facilities for the purposes and activities stated below, the Bankruptcy Court agrees to pay the fees and abide by the terms and conditions set forth in this Agreement.
2. AUTHORIZED REPRESENTATIVES. The parties’ authorized representatives for the purposes of this Agreement are as follows:

City of Marysville

Authorized representative: Suzanne Elsner, Municipal Court Administrator

Address: City of Marysville, 1015 State Avenue, Marysville, WA 98270

Phone : 360-363-8054

Fax: 360-657-2960

Email: selsner@ci.marysville.wa.us

US Bankruptcy Court for the Western District of Washington

Authorized representative: Mark Hatcher, Clerk of the US Bankruptcy Court

Address: U.S. Bankruptcy Court, 700 Stewart Street, Room 6301, Seattle, WA 98101

Phone: 206-370-5205

Fax: 206-370-5210

Email: mark_hatcher@wawb.uscourts.gov.

3. FACILITIES. Subject to the terms and conditions of this Agreement, the City hereby grants the Bankruptcy Court permission to use the following Facilities located at 1015 State Avenue in the City of Marysville: Courtrooms #1 and #2.

4. PERIOD AND TIME OF USE. The permission hereby given shall be for the following duration and time:

From January 1, 2013 to December 31, 2013 during the hours of 8:00 A.M. to 12:30 P.M., with the option to extend the term of this Agreement for four (4) years upon agreement of the parties as follows:

Option 1: from January 1, 2014 to December 31, 2014

Option 2: from January 1, 2015 to December 31, 2015

Option 3: from January 1, 2016 to December 31, 2016

Option 4: from January 1, 2017 to December 31, 2017

5. PURPOSES AND ACTIVITIES. The Facilities may be used for the purpose of conducting bankruptcy court proceedings.

6. PAYMENT. In consideration of the grant of permission herein contained, the Bankruptcy Court shall pay to the City the following amount(s) in the manner set forth:

a. \$300 for each half-day session, a minimum of two sessions per month.

b. Payment per session will be fixed-price for the duration of the Agreement.

c. Payment on or before the 15th day of each month for sessions conducted during the preceding month by check payable to City of Marysville at City Hall, 1049 State Avenue, Marysville, WA 98270.

7. OCCUPANCY LIMITS: The Bankruptcy Court shall comply with the occupancy limits of the Facilities, which are as follows:

a. Courtroom #1: 114

b. Courtroom #2: 94

8. ADDITIONAL RULES. The Bankruptcy Court shall comply with the additional rules for its use of the Facilities, which are attached hereto as Exhibit A and are incorporated herein by this reference:

9. INGRESS/EGRESS. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways, and all ways of access to public utilities of the premises must be kept unobstructed by the Bankruptcy Court and must not be used by the Bankruptcy Court or its patrons for any purpose other than ingress to or egress from the premises.

10. CONDITION OF FACILITIES. The Bankruptcy Court accepts the Facilities as being clean and in good condition and agrees to keep the premises in the same condition as when received, reasonable wear and tear excepted. The Bankruptcy Court shall be financially responsible for the repair and replacement of any property that is damaged as a specific result of its use, limited by and subject to the

procedures and terms of the Federal Tort Claims Act described in item 14 (below).

11. QUIET ENJOYMENT. The Bankruptcy Court shall not permit any waste upon or to the Facilities or engage in any activity that is unlawful or that constitutes a nuisance or that disturbs the quiet enjoyment of the ongoing activities of the City. Further, the Bankruptcy Court shall not disturb the quiet enjoyment of adjacent facilities.

12. TEMPORARY EQUIPMENT AND SIGNS. Temporary equipment and signs may be placed upon City facilities only with the prior approval of the City's authorized representative. The Bankruptcy Court shall remove all such temporary equipment and signs when not using the Facilities and store them in the location designated by the City.

13. ALTERATIONS. No alterations shall be made to the Facilities without the written approval of the City. Any alterations shall be at the sole expense of the Bankruptcy Court. Any alterations of the premises except movable furniture and trade fixtures shall become, at once, a part of the realty and belong to the City.

14. LIABILITY. Notwithstanding any other terms or provision of this Agreement, the liability of the Bankruptcy Court with respect to any claim for personal injury, death, property loss or damage pursuant to this Agreement, shall be limited by and subject to the procedures and terms of the Federal Tort Claims Act and the Anti-deficiency Act and all other applicable Federal Laws and regulations.

15. INSURANCE. It is understood that the Bankruptcy Court is self insured.

16. WAIVER. The waiver by the City of any breach of any term or condition of this Agreement shall not be deemed to be a waiver of such term or condition or any subsequent breach of the same or any other term or condition herein contained. The subsequent acceptance of any payment by the City shall not be deemed to be a waiver of any preceding breach by the Bankruptcy Court of any term or condition of this Agreement other than the failure of the Bankruptcy Court to pay the particular sum so accepted, regardless of the City's knowledge of such preceding breach at the time of acceptance of such payment.

17. ASSIGNMENT. The Bankruptcy Court shall not assign this Agreement in whole or in part or allow any use of the Facilities other than as provided herein without the written consent of the City. Any assignment without written consent shall be void and shall, at the option of the City, terminate this Agreement.

18. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding of the parties and supersedes any prior oral or written expressions of the parties.

19. AMENDMENT. Any amendment or modification of this Agreement shall be effective only if in writing and executed by each of the parties hereto.

20. NOTICE. Any notice, request, or demand or other communication related to this Agreement shall be given to the parties' authorized representatives as set forth above.

21. GOVERNING LAW. This Agreement shall be construed under the laws of the United States of America.

22. TERMINATION. This Agreement shall be terminated either on the date set forth under Section 4, as may be extended by written agreement of the parties, or by either party giving 30 days written notice to the other party.

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

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

Administrative Office of the United States Courts for the
United States Bankruptcy Court for the Western District of Washington:

By: _____  _____
Name: Don Price

Position: Contracting Officer

Dated: _____ November 21st _____ 2012

City of Marysville

By: _____

Name: _____

Position: _____

Dated: _____ 2012

Index #13

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 12/10/12

AGENDA ITEM: A Resolution Amending Resolution 2296 of the City of Marysville Authorizing a Interfund Loan Not to Exceed \$841,000 From the Waterworks Utility Fund 401 to the Golf Fund 420, and Proving a Formula for Payment of Interest	
PREPARED BY: Denise Gritton, Financial Planning Manager	DIRECTOR APPROVAL:
DEPARTMENT: Finance	
ATTACHMENTS:	
BUDGET CODE:	AMOUNT:

SUMMARY:

The Golf Course Fund required an interfund loan in 2009 of \$483,160 and \$841,000 in 2010. The 2009 interfund loan will be satisfied in 2012 and the 2010 portion is plan to be satisfied in 2013.

Staff would like to amend the resolution to identify the 2010 interfund loan due date of December 31, 2013.

RECOMMENDED ACTION:
Staff recommends the council approve a Resolution Amending Resolution 2296 of the City of Marysville Authorizing a Interfund Loan Not to Exceed \$841,000 From the Waterworks Utility Fund 401 to the Golf Fund 420, and Proving a Formula for Payment of Interest

CITY OF MARYSILLE
Marysville, Washington

RESOLUTION NO. _____

A RESOLUTION AMENDING RESOLUTION 2296 OF THE CITY OF MARYSVILLE AUTHORIZING A INTERFUND LOAN NOT TO EXCEED \$841,000 FROM THE WATERWORKS UTILITY FUND 401 TO THE GOLF FUND 420, AND PROVIDING A FORMULA FOR PAYMENT OF INTEREST.

WHEREAS, pursuant to Resolution No. 2272 the Marysville City Council authorized an interfund loan in an amount not to exceed \$700,000 from the Waterworks Utility Fund 401 to the Golf Fund 401 for the purpose of subsidizing the ongoing municipal Golf Course operations until December 31, 2012; and

WHEREAS, pursuant to Resolution No. 2296 the Marysville City Council increased the amount of the interfund loan to an amount not to exceed \$1,500,000; and

WHEREAS, the Golf Course borrowed \$483,160 in 2009 and an additional \$841,000 in 2010, for a total of \$1,324,160; and

WHEREAS, in July 2012, the Golf Course repaid \$483,160, the full amount borrowed in 2009; and

WHEREAS, the balance still outstanding was borrowed in 2010 and is subject to a term of three years, to be paid on or before December 31, 2013; and

WHEREAS, City golf course operations continue to require additional short term financing; and

WHEREAS, the Waterworks Utility Fund 401 will have sufficient cash balances remaining after loan funds are transferred, and will not be depleted so as to render the fund unable to fulfill its function; and

WHEREAS, interest on the said loan is subject to interest imposed at a rate as set forth by the Local Government Investment Pool, which rate is equal to or higher than the rate that the Waterworks Utility Fund 401 would otherwise earn; and

WHEREAS, remaining loan amounts will be repaid until permanent financing is complete;

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

Section 1. Section 1 of Resolution No. 2296 is amended to read as follows:

There is established an interfund loan not to exceed \$841,000 from the Waterworks Utility Fund 401 to the Golf Course Fund 420.

Section 3. Section 3 of Resolution No. 2296 is amended to read as follows:

The Loan balance of \$841,000 shall be repaid with interest at a rate as set forth by the Local Government Investment Pool, from the Golf Course Fund 420 to the Waterworks Utility Fund 401 on or before December 31, 2013.

Except as provided herein, all other provisions of Resolution No. 2296 shall remain in full force and effect.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2012.

CITY OF MARYSVILLE

By _____
MAYOR

Attest:

By _____
CITY CLERK

Approved as to from:

By _____
CITY ATTORNEY

Index #14

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 12/10/2012

AGENDA ITEM: AN ORDINANCE OF THE CITY OF MARYSVILLE AMENDING THE 2012 BUDGET AND PROVIDING FOR THE INCREASE OF CERTAIN EXPENDITURE ITEMS AS BUDGETED FOR IN ORDINANCE NO. 2881	
PREPARED BY: Denise Gritton, Financial Planning Manager DEPARTMENT: Finance	DIRECTOR APPROVAL:
ATTACHMENTS: Ordinance	
BUDGET CODE: Various	AMOUNT: \$2,091,388

SUMMARY:

Since the adoption of the 2012 Budget there has been several activities that have occurred to warrant amending the budget. RCW 35.33.07 requires the adoption of a balanced budget which also sets the expenditure authority for the city by the City Council. City Council adopts the expenditure authority at the Fund level. From time to time there may be activities that during the budget planning were unable to forecast. This budget amendment addresses the following activities:

In the General Fund, a transfer to fund 310 – Park Construction to pay off an interfund loan, and an increased transfer to Golf for the annual subsidy, is being offset by a decrease in the transfer to Streets due to a higher than anticipated beginning cash balance in that fund.

The recent purchase of a Robot for the SWAT team was not in the original Drug Seizure Budget

Due to a stronger real estate market than anticipated, the City has received more Real Estate Excise Tax (REET) than expected allowing for more money to be transferred to the Street Construction fund to help pay for various projects currently underway.

The Waterworks Utility has increased expenditures due to the early pay off a Drinking Water Revolving Fund Loan, higher than planned expenditures on water purchased from the City of Everett, legal fees, and interfund utility taxes. Higher than anticipated revenue in the fund will offset the increase in requested expenditures.

Solid Waste has higher than planned overtime costs, taxes will be over budget due to higher than planned revenue, and an error in the original calculation. Emergency repairs on one engine and the replacement of another were not included in the original budget.

Due to a number of emergency repairs the Fleet department is experiencing higher than anticipated expenditures for parts and material.

RECOMMENDED ACTION: Staff recommends the Council approve the recommended ordinance amending the 2012 budget and providing for the increase in certain expenditure items as budgeted for in Ordinance 2881.

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE AMENDING THE
2012 BUDGET AND PROVIDING FOR THE INCREASE OF CERTAIN
EXPENDITURE ITEMS AS BUDGETED FOR IN ORDINANCE NO.
2881.

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

Section 1. Since the adoption of the 2012 budget by the City Council on November of 2011, it has been determined that the interests of the residents of the City of Marysville may best be served by the increase of certain expenditures. The following funds as referenced in Ordinance No. 2881 are hereby amended to read as follows

Fund Title	Fund No.	Description	Current Budget	Amended Budget	Amount of Inc/(Dec)
General Fund	001	Beginning Fund Balance	\$ 3,349,815	\$ 3,349,815	\$ -
General Fund	001	Revenue	36,655,675	36,655,675	-
General Fund	001	Expenditures	36,389,150	36,702,411	313,261
General Fund	001	Ending Fund Balance	3,616,340	3,303,079	(313,261)
Drug Seizure	103	Beginning Fund Balance	46,565	62,302	15,737
Drug Seizure	103	Revenue	10,500	10,500	-
Drug Seizure	103	Expenditures	32,749	45,949	13,200
Drug Seizure	103	Ending Fund Balance	24,316	26,853	2,537
REET I	110	Beginning Fund Balance	44,238	93,520	49,282
REET I	110	Revenue	280,250	460,250	180,000
REET I	110	Expenditures	278,509	528,509	250,000
REET I	110	Ending Fund Balance	45,979	25,261	(20,718)
REET II	111	Beginning Fund Balance	50,487	99,510	49,023
REET II	111	Revenue	280,500	460,500	180,000
REET II	111	Expenditures	280,750	530,750	250,000
REET II	111	Ending Fund Balance	50,237	29,260	(20,977)
Park Construction	310	Beginning Fund Balance	26,244	26,244	-
Park Construction	310	Revenue	180,614	187,196	6,582
Park Construction	310	Expenditures	177,946	193,146	15,200
Park Construction	310	Ending Fund Balance	28,912	20,294	(8,618)

Waterworks Utility	401	Beginning Fund Balance	5,182,343	5,182,343	-
Waterworks Utility	401	Revenue	19,776,655	20,691,282	914,627
Waterworks Utility	401	Expenditures	19,148,550	20,063,177	914,627
Waterworks Utility	401	Ending Fund Balance	5,810,448	5,810,448	-
Solid Waste	410	Beginning Fund Balance	2,293,877	2,293,877	-
Solid Waste	410	Revenue	4,978,298	4,978,298	-
Solid Waste	410	Expenditures	5,183,501	5,421,601	238,100
Solid Waste	410	Ending Fund Balance	2,088,674	1,850,574	(238,100)
Fleet	501	Beginning Fund Balance	187,791	187,791	-
Fleet	501	Revenue	1,415,116	1,415,116	-
Fleet	501	Expenditures	1,220,350	1,305,350	85,000
Fleet	501	Ending Fund Balance	382,557	297,557	(85,000)

The detail concerning the above – referenced amendments are attached hereto as Exhibit “A”.

Section 2. Except as provided herein, all other provisions of Ordinance No. 2881 shall remain in full force and effect, unchanged.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2012.

CITY OF MARYSVILLE

By _____
MAYOR

ATTEST:

By _____
CITY CLERK

Approved as to form:

By _____
CITY ATTORNEY

Date of Publication: _____

Effective Date (5 days after publication): _____

EXHIBIT A – 2012
Amendment Account Detail

Description	Beg Fund Balance/ Revenue Adj	Appropriation Adjustment	Ending Fund Balance Adjustment
General Fund			
Transfer to Park Construction (310) fund to P/O Interfund loan	-	400,000	(400,000)
Increase annual transfer to Golf Course (420)	-	113,261	(113,261)
Decrease annual transfer to Streets (101)	-	(200,000)	200,000
Total General Fund	-	313,261	(313,261)
Drug Seizure - Fund 103			
Increase beginning cash balance to actual	15,737	-	15,737
Robot for SWAT Team	-	13,200	(13,200)
Increase operating transfer to Street Construction Fund	-	-	-
Total Drug Seizure	15,737	13,200	2,537
REET I- Fund 110			
Increase beginning cash balance to actual	49,282	-	49,282
REET revenue-received more than anticipated	180,000	-	180,000
Increase operating transfer to Street Construction Fund	-	250,000	(250,000)
Total REET I	229,282	250,000	(20,718)
REET II-Fund 111			
Increase beginning cash balance to actual	49,023	-	49,023
REET revenue-received more than anticipated	180,000	-	180,000
Increase operating transfer to Street Construction Fund	-	250,000	(250,000)
Total REET II	229,023	250,000	(20,977)
Parks Construction - Fund 310			
Hotel/Motel Grant Award-Spray Park	6,582	-	6,582
Spray Park Design	-	15,200	(15,200)
Total Park Construction	6,582	15,200	(8,618)
Waterworks Utility - Fund 401			
Purchased Water	-	120,000	(120,000)
Legal Fees	-	149,100	(149,100)
Operating Transfers-P/O of DWRF Loan	-	139,731	(139,731)
Interfund Utility Taxes-Revenues higher than estimated	-	505,796	(505,796)
Higher than estimated Utility Revenue	914,627	-	914,627
Total Waterworks Utility	914,627	914,627	-
Solid Waste - Fund 410			
Overtime	-	10,000	(10,000)
Taxes - 2012 revenue higher than estimated	-	167,000	(167,000)
One engine repaired/one replaced	-	41,100	(41,100)
Increase to cover cost of currato cans	-	20,000	(20,000)
Total Solid Waste Fund	-	238,100	(238,100)
Fleet Maintenance - Fund 501			
Parts & Material-Emergency Repairs	-	45,000	(45,000)
Repairs & Maintenance-Emergency Repairs	-	52,000	(52,000)
Insurance Recovery for damaged Truck	12,000	-	12,000
Total Fleet Maintenance	12,000	97,000	(85,000)
GRAND TOTAL	1,407,251	2,091,388	(684,137)

Index #15

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 12/10/12

AGENDA ITEM: Ordinance Increasing Water, Sewer, and Surface Water Utility Rates	
PREPARED BY: Sandy Langdon, Finance Director & John Nield, Financial Operations Manager DEPARTMENT: Finance	DIRECTOR APPROVAL:
ATTACHMENTS: Proposed Ordinance, Ordinance 2881	
BUDGET CODE:	AMOUNT:

SUMMARY:

Marysville Municipal Code provides the following direction for utility rate adjustments:

14.07.075 Rate adjustments.

(1) Beginning in 2006, as part of the budget process, the rates and fees for water and sewer may be adjusted annually by two percent. Any such adjusted rates and fees shall become effective January 1st of the new budget year. Beginning in 2007, as part of the budget process, surface water fees may be adjusted annually by two percent. Any such adjusted rates and fees shall become effective January 1st of the new budget year.

During the 2013 City budget process the Utility Fund Budget included a 2% adjustment to the water, sewer, and surface water rates for 2013 per MMC 14.07.075(1). The proposed rate table and ordinance will be effective in January 2013.

The 2% annual rate increase assists the Utility in addressing costs and bond covenant requirements. The City has incurred a 7.7% rate increase from city of Everett purchased water in 2012 and anticipates an additional 11.1% increase from Everett water sources in 2013. Due to cost-cutting measures and increased utilization of city sources, the City utility has been able to control expenditures within the 2% annual rate adjustment. In 2013, the City will be pursuing a full rate study for the utility to evaluate overall costs and improvements for the future 6 year period.

RECOMMENDED ACTION:

Staff recommends that City Council adopt an Ordinance of the City of Marysville Increasing Water, Sewer, and Surface Water Utility Rates and Amending Sections 17.07.060, 14.07.070, and 14.19.050 of the Marysville Municipal Code as Allowed Under Section 14.07.075.

- CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON
INCREASING WATER, SEWER, AND SURFACE WATER UTILITY
RATES AND AMENDING SECTIONS 14.07.060, 14.07.070, AND
14.19.050 OF THE MARYSVILLE MUNICIPAL CODE AS ALLOWED
UNDER SECTION 14.07.075.

WHEREAS, the City is authorized under RCW 35.92 to establish and maintain water and sewer systems and establish rates for those services.

WHEREAS, pursuant to ordinances codified in part at Chapter 14.07.060, 14.07.070 and 14.19.050 of the Marysville Municipal code, the City established water, sewer, and surface water rates for properties served by the City of Marysville water, sewer, and surface water utility; and

WHEREAS, using generally accepted rate setting techniques, and with the assistance of a qualified consultant, City staff formulated recommended water, sewer, and surface water rates; and

WHEREAS, on January 25, 2010 the Marysville City Council held a public hearing, took public testimony, fully considered the staff recommendation of proposed water, sewer, and surface water rates, and approved Staff recommendation regarding rate adjustments including establishment of storm water connection charge, restructuring of water rate to inclined block volume rate, elimination of overage rate, elimination of summer surcharge, sewer rate increase, and surface water rate increase; and

WHEREAS, the Marysville City Council, during the 2013 Budget process and adoption, finds that the recommended 2% increase of water, sewer, and surface water rates, per MMC 14.07.075 Section 1, are fair, just and reasonable.

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

Section 1. Section 14.07.060 of the Marysville Municipal Code is hereby amended to read as follows:

14.07.060 Water rates.

ORDINANCE - 1

increase.ord 2013 water-sewer storm

(1) Definitions.

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

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

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

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

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

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

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

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

(2) Bi Monthly Minimum Water Rates. Minimum charges for each billing period, and consumption allowances for such minimums are established as follows (**effective January 1, 2013**):

Meter Size	AWWA Meter Factor	City Rate	Rural Rate	Outside UGA Rate
Tier = factor *base rate				
Multiple Residential Units (Per Unit)	N/A	\$ 20.94	\$ 31.42	\$ 41.88
5/8"	1.0	\$ 20.94	\$ 31.42	\$ 41.88
3/4"	1.5	\$ 31.42	\$ 47.11	\$ 62.81
1"	2.5	\$ 52.36	\$ 78.52	\$ 104.69
1-1/2"	5.0	\$ 104.69	\$ 157.04	\$ 209.38
2"	8.0	\$ 167.50	\$ 251.26	\$ 335.00
3"	16.0	\$ 335.00	\$ 502.50	\$ 670.01
4"	25.0	\$ 523.45	\$ 785.18	\$ 1,046.89
6"	50.0	\$ 1,046.89	\$ 1,570.32	\$ 2,093.76
8"	80.0	\$ 1,675.01	\$ 2,512.52	\$ 3,350.03
10"	115.0	\$ 2,407.83	\$ 3,611.75	\$ 4,815.66
12"	200.0	\$ 4,187.53	\$ 6,281.29	\$ 8,375.06

Residential & Multi-Family	City Rate	Rural Rate	Outside UGA Rate
Volume Tiers (1,000 gal)			
0 to 6	\$ 1.13	\$ 1.69	\$ 2.25
7 to 20	\$ 3.94	\$ 5.92	\$ 7.89
21 to 30	\$ 4.50	\$ 6.75	\$ 9.02
31 and higher	\$ 5.07	\$ 7.60	\$ 10.14

Commercial	City Rate	Rural Rate	Outside UGA Rate
Volume Tiers (1,000 gal)			
0 to 6	\$ 1.13	\$ 1.69	\$ 2.25
7 and higher	\$ 2.82	\$ 4.23	\$ 5.63

ORDINANCE - 3

increase.ord 2013 water-sewer storm

- (a) Private hydrants, each: \$40.41 per year;
- (b) Wet standpipe systems: \$40.41 per year;
- (c) Dry standpipe systems: None;
- (d) Automatic sprinkler systems:

1. Each owner of an automatic sprinkler system shall be charged a monthly rate based upon the size of the water service line that serves the system. The following are the bimonthly rates:

Size of Line	Bimonthly Charge
2-inch	\$43.95
3-inch	\$54.10
4-inch	\$66.46
6-inch	\$83.36
8-inch	\$109.31
10-inch	\$137.46
12-inch	\$158.77

2. As of 1/1/2010 automatic sprinkler systems without a separate meter and where the line is under 2 inches, will become part of the minimum water rate as a result of the rate restructuring.

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

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

(9) Calculation of Water Bill for School Facilities. The city rate for water as set forth in subsection (2) of this section shall apply to all school facilities, whether such facilities are within the city limits or not. (Ord. 2181 §§ 1, 2, 1998; Ord. 2130 § 1, 1997; Ord. 2117 §§ 1, 2, 1997; Ord. 2109 § 1, 1996; Ord. 1840 § 1, 1991; Ord. 1809 § 1, 1990; Ord. 1789, 1990; Ord. 1434, 1985).

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

Section 2. Section 14.07.070 of the Marysville Municipal Code is hereby amended to read as follows:

ORDINANCE - 4

increase.ord 2013 water-sewer storm

14.07.070 Sewer rates.

(1) Definitions.

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

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

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

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

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

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

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

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

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

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

(3) Sewer Rates. Bi Monthly Sewer rates are established as follows (**effective January 1, 2013**):

ORDINANCE - 5

increase.ord 2013 water-sewer storm

ORDINANCE - 6

increase.ord 2013 water-sewer storm

Classification	City Rate	Rural Rate	Outside UGA Rate
Single-family residential	\$ 78.05	\$ 117.09	\$ 156.12
Multiple residential units per unit	\$ 74.23	\$ 111.33	\$ 148.45
Hotels/Motels per unit	\$ 54.68	\$ 82.02	\$ 109.35
Commercial Minimum	\$ 78.05	\$ 117.09	\$ 156.12
Class 1 (31 to 100 mg/l) per 1,000 gallons	\$ 1.64	\$ 2.46	\$ 3.27
Class 2 (101 to 200 mg/l) per 1,000 gallons	\$ 2.25	\$ 3.38	\$ 4.50
Class 3 (201 to 300 mg/l) per 1,000 gallons	\$ 2.88	\$ 4.32	\$ 5.76
Class 4 (301 to 400 mg/l) per 1,000 gallons	\$ 3.50	\$ 5.24	\$ 7.00
Class 5 (401 to 500 mg/l) per 1,000 gallons	\$ 4.12	\$ 6.17	\$ 8.23
Class 6 (501 to 600 mg/l) per 1,000 gallons	\$ 5.98	\$ 8.98	\$ 11.95
Overnight camping			
Individual connections per unit	\$ 54.68	\$ 82.02	\$ 109.35
Other connections each	\$ 74.23	\$ 111.33	\$ 148.44
Schools			
Minimum	\$ 78.05		
Per 1,000 Gallons	\$ 4.44		
Restaurants w/o grease trap surcharge	\$ 3.74		

ORDINANCE - 7

increase.ord 2013 water-sewer storm

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

(5) Restaurants, for the purpose of sewer rates, shall be classified as Class 3 strength as described in subsection (3) of this section. Restaurants without approved grease traps, including those restaurants where a variance has been granted eliminating the necessity of a grease trap, shall be surcharged effective January 1, 2013 \$3.74 per 1,000 gallons and effective January 1, 2014 \$3.81 per 1,000 gallons.

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

(7) Calculation for Sewer Rates for Schools. Schools sewer rates shall be based upon the quantity of water consumed or used on the premises during the billing period, as determined by the water meter reading; provided; if the water service is supplied to a school by other than the City of Marysville water system, the school district shall notify the City billing department of the total consumption as billed by other such water purveyor. The city rate for sewer as set forth in subsection (3) of this section shall apply to all school facilities, whether such facilities are within the city limits or not and whether public or privately operated. (Ord. 2284 § 1, 1999; Ord. 2130 § 2, 1997; Ord. 2117 § 3, 1997; Ord. 2109 § 2, 1996; Ord. 1840 § 2, 1991; Ord. 1809 § 2, 1990; Ord. 1798, 1990; Ord. 1434, 1985).

(8)Rate relief.

Low-income senior citizens and low-income disabled persons may be eligible for water and/or sewer rate relief pursuant to MMC 3.63.

Section 3. Section 14.19.050 of the Marysville Municipal Code is hereby amended to read as follows:

ORDINANCE - 8

increase.ord 2013 water-sewer storm

14.19.050 Surface water utility rates.

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

Effective January 1, 2013

Customer Class	Rate Calculation	2013 Monthly Rate
	(1 ERU = 3,200 sq ft)	
Residential	1 ERU	\$10.61
Nonresidential	(sq ft of impervious surface (1	\$10.61
Connection Charge	1 ERU	\$96.90

Section 3. Effective Date. This Ordinance and the rate schedules provided herein shall be effective January 1, 2013.

PASSED by the City Council and APPROVED by the Mayor this ____ day of December, 2012.

CITY OF MARYSVILLE

By _____
JON NEHRING, Mayor

ORDINANCE - 9

increase.ord 2013 water-sewer storm

ATTEST:

By _____
City Clerk

Approved as to form:

By _____
GRANT K. WEED, City Attorney

Date of Publication: _____

ORDINANCE - 10

increase.ord 2013 water-sewer storm

Index #16

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 10, 2012

AGENDA ITEM: Interlocal Agreement Between City of Marysville and SR9 Coalition	AGENDA SECTION: Legal	
PREPARED BY: Gloria Hirashima, Chief Administrative Officer	AGENDA NUMBER:	
ATTACHMENTS 1. Interlocal Agreement for Lobbying Services	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

The proposed agreement amends the existing interlocal agreement for lobbying services with Strategies 360 Inc. relating to the Highway 9 corridor project. A coalition consisting of Arlington, Marysville, Lake Stevens and Snohomish was formed to study and promote development to the transportation planning, design and construction of State Route 9. The amendment would extend the work through the 2013 legislative.

SR9 funding and improvement is a long term pursuit. The coalition believes that a coordinated effort between the four cities is desirable. The scope of work describes a larger effort occurring during the legislative session and the month prior to session for 2014. A smaller effort (lower cost) would occur May-November. The costs of said work are equally allocated between the four cities. Lake Stevens will be the administrator of the Strategies 360 contract for 2013, invoicing each city for their monthly share.

The fee structure proposed for the Strategies 360 agreement would be:

- Legislative Session and month prior to session, January-April, December and extended session if called (Larger effort): \$3,000 fee per month; \$750 per each city per month;
- Out of Session, May-November (Smaller effort): \$1,500 fee per month; \$375 per each city per month.

The fees above do not include approved expenses, which would mostly be travel expenses.

Arlington, Lake Stevens and Snohomish will also be acting on the amendment to the interlocal agreement.

RECOMMENDED ACTION: Approve proposed amendment to the interlocal agreement.
COUNCIL ACTION:

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT
FOR LOBBYING SERVICES
ADDING “EXHIBIT A2 -
2013 SCOPE OF WORK – SR 9 COALITION”**

THIS SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR LOBBYING SERVICES (“Amendment”) is made and is entered into by and between the City of Arlington, a Washington municipal corporation (“Arlington”), the City of Marysville, a Washington municipal corporation (“Marysville”), the City of Lake Stevens, a Washington municipal corporation (“Lake Stevens”), and the City of Snohomish, a Washington municipal corporation (“Snohomish”) (collectively referred to hereinafter as the “Cities”) as follows:

WHEREAS, pursuant to RCW 39.34, the Cities entered into the INTERLOCAL AGREEMENT FOR LOBBYING SERVICES (“Agreement”) dated 10/12/2010; and,

WHEREAS, the Cities have agreed to add to existing “Exhibit A” of the Agreement, the additional “Exhibit A2-2013 Scope of Work – SR 9 Coalition” necessitating the second amendment of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Cities mutually agree as follows:

1. “Exhibit A2 -2013 Scope of Work – SR 9 Coalition” is adopted and added to the Agreement which shall be effective January 1, 2013 and shall be as attached hereto and incorporated by this reference.
2. This Second Amendment may be executed in counterparts, each which shall be considered same as an original.
3. Except as provided herein, all other terms and conditions of the INTERLOCAL AGREEMENT FOR LOBBYING SERVICES thereto remain in place and

shall be unchanged by this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this ____ day of _____, 2012.

CITY OF ARLINGTON

Barbara Tolbert, Mayor

ATTEST/AUTHENTICATED:

Kristin Banfield, City Clerk

APPROVED AS TO FORM

Steven Peiffle, City Attorney

CITY OF MARYSVILLE

Jon Nehring, Mayor

ATTEST/AUTHENTICATED:

April O'Brien, Deputy City Clerk

APPROVED AS TO FORM

Grant K. Weed, City Attorney

CITY OF LAKE STEVENS

Vern Little, Mayor

ATTEST/AUTHENTICATED:

Norma Scott, City Clerk

APPROVED AS TO FORM

Grant K. Weed, City Attorney

CITY OF SNOHOMISH

Larry Bauman, City Manager

ATTEST/AUTHENTICATED:

Torchie Corey, City Clerk

APPROVED AS TO FORM

Grant K. Weed, City Attorney

Exhibit A2
Scope of Work-SR9 Coalition

(Larger Effort-\$3000 per month) January thru April 2013

1. Schedule meetings with Senate and House Transportation Committee leadership to understand their approach to the session and building a transportation budget for special projects.
2. Schedule meetings with other members of the Transportation Committees and key committee staff to educate them about the project and its needs.
3. Work with SR 9 Coalition leadership to ensure written materials and visual materials are current.
4. Work with SR 9 leaders to identify the most successful packaging of an SR 9 request for inclusion in the transportation package.
5. Plan and schedule a visit by SR 9 Coalition members to Olympia on a day during the first few weeks of the Legislative session. Schedule individual meetings with legislators from the Transportation Committees, focusing on legislators from the surrounding areas. Choreograph the entire day, including preparation of materials for the meetings with legislators. Provide important background information to SR 9 Coalition participants.
6. Continue to attend regular meetings of SCCIT, WHUF and other transportation groups to monitor events and to continue to ensure SR 9's position as a preferred project.
7. Continue to stay in touch with key WSDOT staff as the budget is developed.
8. Look for a hearing or other opportunity to bring SR 9 Coalition members back to Olympia an additional one or two times to keep pushing for SR 9 inclusion in the transportation package.
9. Prepare a news story around WSDOT's actual geotechnical testing, which is likely to be in early 2013. Positive publicity keeps the project in front of the public and legislators. Include quotes from SR 9 leaders.
10. Participate, to the extent possible, in Transportation Partnership meetings and activities.
11. Meet with all legislators from legislative districts surrounding the SR 9 corridor to ensure they are familiar with the project.
12. Provide updates at least weekly and a monthly written summary of activities and important events.
13. Monitor federal activities for important news and grant opportunities.

(Smaller effort - \$1500 per month) May thru November 2013*

1. Stay in touch with key legislators from the Transportation Committees to monitor developments; meet with them periodically.
2. Stay in touch with legislators from Snohomish County legislative districts and surrounding districts to keep SR 9 needs in front of them.

3. Report key events to the SR 9 Coalition, both in writing and at Coalition meetings.
4. Continue to attend SCCIT, WHUF and other transportation meetings.
5. Begin ramping up contacts with key legislators in October for the 2014 session.
6. Revise any written materials as needed.
7. Look for other opportunities for news stories about SR 9.
8. Monitor federal activities for important news and grant opportunities.

(Larger Effort-\$3000 per month) December 2013

1. Schedule meetings with Senate and House Transportation leadership to understand their view of the 2014 session, and to remind them of SR 9 Coalition priorities.
2. Schedule meetings with local legislators to remind them of SR 9 Coalition priorities.
3. Work with SR 9 Coalition leadership to clarify or reaffirm the top funding priorities of the Coalition.
4. Work with SR 9 Coalition leadership to update any materials as needed.
5. Schedule one or more trips to Olympia for the 2014 session for SR 9 Coalition members.

*Consultant will bill at \$3000 per month during special session, if called.

Index #20

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 12/10/12

AGENDA ITEM: Professional Services Agreement between City of Marysville and Summit Law Group	
PREPARED BY: Gloria Hirashima, Chief Administrative Officer	DIRECTOR APPROVAL:
DEPARTMENT: Executive	
ATTACHMENTS: Proposed Agreement for Special Counsel Legal Services	
BUDGET CODE:	AMOUNT:

SUMMARY:

The proposed agreement establishes a professional services agreement between the City and Summit Law Group for special counsel services related to personnel and labor negotiation and related matters. Marysville has utilized the services of Summit Law since 2011. This agreement would provide for continued special counsel in 2013. Summit Law is an experienced firm specializing in public sector employment law. They provide discounted rates for public sector clients.

RECOMMENDED ACTION:
Staff recommends that City Council approve the Special Counsel Legal Services with Summit Law Group.

AGREEMENT FOR SPECIAL COUNSEL LEGAL SERVICES

THIS AGREEMENT (hereinafter "Agreement") is entered into the date last below written between the City of Marysville, Washington, a municipal corporation (hereinafter the "City"), and Summit Law Group (hereinafter the "Summit Law Group").

WHEREAS, the City desires to use Summit Law Group for Special Counsel services on an as-needed basis, and Summit Law Group is willing to do so in accordance with terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, it is agreed by and between the City and Summit Law Group as follows:

I. Legal Services.

A. Summit Law Group will provide the City with legal services related to personnel and labor negotiation and related matters as requested by the City.

B. Summit Law Group will use its best efforts to perform the City's legal matters promptly and efficiently according to the highest legal and ethical standards.

II. Fees.

A. The City shall pay Summit Law Group, as sole compensation for the services performed under this Agreement, such sums of money as are arrived at by computing the actual number of hours expended in the performance of this Agreement and multiplying such total hours by the hourly rates shown in Attachment A.

B. The City shall reimburse Summit Law Group for out-of-pocket expenses that are not normally included within the fee for professional services, including copying charges by third party vendors and messenger services.

C. Summit Law Group should submit billings by the 15th day of each month. The billing statements shall reflect services rendered in increments of one-tenth of an hour. The billing statements shall state for each date services were performed a brief summary of the services provided, the timekeepers who provided the services, the number of hours, or fractions of hours, spent and expenses and disbursements in detail.

D. Bruce Schroeder will have overall responsibility for Summit Law Group under this Agreement.

E. Summit Law Group and the assigned attorney have been retained because of their expertise. The City should not be billed for general legal or technical research necessary to educate staff or less experienced attorneys in the firm without advance City approval. The

City shall not be billed for time spent in preparing or reviewing the firm's billings to the City or in internal firm quality control procedures. Summit Law Group will keep the City fully informed of time used for conferences, telephone calls, drafting documents, research, court time, and necessary travel time.

F. The City shall make payment when it is fully satisfied with the services performed for the previous month. Payments shall be made through the City's ordinary payment process and shall be considered timely if made within thirty (30) calendar days of actual receipt of a properly completed billing. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly billed.

III. Interaction with City.

A. Summit Law Group will keep the City well informed of the legal matters it handles on the City's behalf. Summit Law Group will send the City copies of all material papers coming in or going out of its offices to or from third parties. Summit Law Group, at such times and in such form as the Chief Administrative Officer may require, shall furnish the City with periodic reports pertaining to the work and services undertaken pursuant to this Agreement. The City's files at Summit Law Group and its progress shall be open to the City for inspection at any time, and the City's files shall be the property of the City.

B. The Chief Administrative Officer should be given advance notice of any significant decisions in order to be able to participate fully in making such decisions.

IV. Independent Contractor Status.

A. Summit Law Group shall serve as an attorney for the City and shall at all times perform its duties and responsibilities and carry out all services as an independent contractor.

B. Summit Law Group, at its sole expense, shall obtain and keep in force any and all necessary licenses, permits and tax certificates. Summit Law Group shall maintain all necessary insurance to protect it from losses and claims which may arise out of or from performance of duties related to this Agreement, including Worker's Compensation and professional liability insurance.

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

V. Suspension or Termination.

The City may suspend or terminate the performance of services under this Agreement by written notice to Summit Law Group, in whole, or from time to time in part, at the City's discretion. Upon termination, the City will pay Summit Law Group for all outstanding work completed prior to termination, together with any agreed reasonable services necessary to complete any work outstanding at the time of termination which the City requests be completed prior to termination.

VI. Nondiscrimination.

A. Summit Law Group shall, in all hiring or employment made possible or resulting from this Agreement, take affirmative action to ensure that there shall be no unlawful discrimination against any employee or applicant for employment because of sex, race, age, color, creed, national origin, marital status or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

B. No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or the presence of any sensory, mental or physical handicap.

VII. Hold Harmless/Indemnification.

A. Summit Law Group agrees to protect, defend, indemnify, and hold harmless the City, its elected officials, officers, employees and agents from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including reasonable attorneys' fees and disbursements) caused by or occurring by reason of any negligent act, error and/or omission of Summit Law Group, its officers, employees, and/or agents, arising out of or in connection with the performance or non-performance of the services, duties, and obligations required of Summit Law Group under this Agreement.

B. In the event that both Summit Law Group and the City are both negligent, then Summit Law Group's liability for indemnification of the City shall be limited to the contributory negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees and disbursements) that can be apportioned to Summit Law Group, its officers, employees, and agents.

C. Nothing contained in this Section or this Agreement shall be construed to create a liability or a right of indemnification in any third party.

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

VIII. Insurance.

a. **Minimum Limits of Insurance.** Summit Law Group shall, before commencing work under this Agreement, file with the City certificates of insurance coverage to be kept in force continuously during this Agreement, and during all work performed pursuant to all short form agreements, in a form acceptable to the City. Summit Law Group shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Summit Law Group, its agents, representatives or employees. Said certificates shall name the City, its officers, agents, employees and elected officials, as an additional named insured with respect to all coverages except professional liability insurance and L & I. The minimum insurance requirements shall be as follows:

(1) Comprehensive General Liability. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage; \$2,000,000 general aggregate. Commercial General Liability insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under Summit Law Group's Commercial General Liability insurance policy with respect to the work performed for the City.

(2) Automobile Liability. \$300,000 combined single limit per accident for bodily injury and property damage; Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on ISO form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

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

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

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

c. **Verification of Coverage.** In signing this Agreement, Summit Law Group is acknowledging and representing that required insurance is active and current.

d. **Primary Insurance.** Summit Law Group's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool

coverage maintained by the City shall be excess of Summit Law Group's insurance and shall not contribute with it.

e. **No Limitation.** Summit Law Group's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of Summit Law Group to the coverage provided by such insurance or otherwise limit the recourse to any remedy available at law or in equity.

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

IX. Conflict of Interest.

Summit Law Group agrees not to perform professional services for other clients where a conflict of interest or ethical violation as defined in the Rules of Professional Conduct for attorneys may exist, except as otherwise agreed to in writing by the City.

X. Compliance with Law.

Summit Law Group agrees to perform all services under and pursuant to this Agreement in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local, or otherwise.

XI. Severability.

If any portion of this Agreement is changed per mutual agreement or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.

XII. Non-Waiver.

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

XIII. Extent of Agreement/Modification.

This Agreement, together with all attachments and addenda, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties hereto.

XIV. Notice.

Notice pursuant to this Agreement shall be given in writing to Bruce Schroeder Summit Law Group, LLP, 315 Fifth Avenue South, Suite 1000, Seattle, WA 98104 at Summit Law Group and to Gloria Hirashima, CAO, City of Marysville, City Hall 1049 State Avenue, Marysville, Washington 98270, or at such other persons and/or addresses as the Summit Law Group and/or the City may designate.

XV. Governing Law.

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

XVI. Venue.

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

XVII. Counterparts.

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

XVIII. Time of Performance.

This Agreement shall commence on January 1, 2013 and end December 31, 2013. Extension of the services contract will be by written agreement, signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

SUMMIT LAW GROUP, LLP

CITY OF MARYSVILLE

By: _____
Bruce Schroeder

By: _____
Jon Nehring, Mayor

Date: _____

Date: _____

**SUMMIT LAW GROUP -- LABOR/EMPLOYMENT
ATTORNEYS
2013 Fee Schedule**

NAME	PUBLIC RATE
Peter Altman	210.00
Kristin D. Anger	260.00
Denise L. Ashbaugh	235.00
Michael C. Bolasina	260.00
John H. Chun	265.00
Elizabeth R. Kennar	260.00
Otto G. Klein	295.00
Sofia D. Mabee	235.00
Shannon E. Phillips	260.00
Bruce L. Schroeder	295.00
Linda Swanson	115.00
Rodney B. Younker	290.00

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CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE:

AGENDA ITEM: Extension of Agreement for Public Defender Services	AGENDA SECTION:	
PREPARED BY: Grant K. Weed, City Attorney	APPROVED BY:	
ATTACHMENTS: Amendment to Agreement	MAYOR	CAO
	AMOUNT:	
BUDGET CODE:		

DESCRIPTION:

This Agenda Bill seeks Council approval for the extension of a Public Defense Service Agreement with the law firm of Feldman & Lee.

Pursuant to the 6th Amendment to the United States Constitution, every person charged with a crime for which jail time is a potential penalty and who is unable to pay the cost of an attorney is entitled to have an attorney appointed to represent them at public expense. Washington law (Chapter 10.101 RCW) places an obligation to pay for public defense services for indigent defendants upon the charging jurisdiction.

The Washington Supreme Court issued new rules that apply to public defenders. These rules, some of which have already gone into effect and others which will go into effect later in 2013, impose new restrictions on attorneys who provide criminal defense services, including restrictions on the maximum number of public defense cases that attorneys may handle at any one time. Public agencies, may find it necessary to adjust their contracts with attorneys who provide public defense services, to ensure that the public agencies as well as the attorneys remain compliant with the 6th Amendment and the new Supreme Court rules, respectively.

At the current time, public agencies statewide are developing methods, procedures, and best practices to address the new Supreme Court Rules, and ensure compliance. While we think that the City has been, and will remain, in compliance with the new rules, we also think it best to carefully examine the agreement to make certain that the agreement reflects the practices of the City and the public defenders in the context of the new rules. The extension of the existing agreement through June, 2013 will allow the City the opportunity to examine the best practices of other jurisdictions, and make appropriate modifications as necessary to the agreement. The City will then be in a position to select an attorney or attorneys best able to provide the services.

RECOMMENDED ACTION:

Authorize the Mayor to enter into the attached Amendment to Agreement through June 30 to the Professional Services Agreement with Feldman & Lee, P.S., to provide indigent defense services.

COUNCIL ACTION:

AMENDMENT TO AGREEMENT

THIS AMENDMENT, entered into this _____ day of _____, 2012, by and between the CITY OF MARYSVILLE, a Washington municipal corporation (hereinafter referred to as the "City") and FELDMAN & LEE, P.S., a Washington corporation doing business at 19303 – 44th Avenue West, Lynnwood, WA (hereinafter referred to as the "Attorney").

WITNESSETH:

WHEREAS the City entered into an Agreement with the Attorney dated March 8, 2010 for the provision of Public Defense Services (hereinafter the "Agreement"); and

WHEREAS the parties hereto wish to amend the Agreement by extending the term thereof;

NOW, THEREFORE, the parties hereby amend the Agreement as follows:

A. Section 3.3 – Time of Performance of the Agreement is hereby amended to read as follows:

Unless terminated earlier pursuant to Section 3.7 below, the Attorney shall provide Services from March 29, 2013 at 12:01 p.m. through June 30, 2013, at 12:00 a.m.

B. All other terms and conditions of the Agreement shall remain the same.

CITY OF MARYSVILLE

FELDMAN AND LEE

By _____
Mayor Jon Nehring

By _____
James Feldman, President


Date _____

Date NOVEMBER 1 2012

Attest:

Sandy Langdon, City Clerk

Approved as to form:



Grant Weed, City Attorney

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CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 10, 2012

AGENDA ITEM: Reappointments to the LEOFF I Board	AGENDA SECTION: Mayor's Business
PREPARED BY: April O'Brien, Deputy City Clerk	AGENDA NUMBER:
ATTACHMENTS: Reappointment Forms	APPROVED BY:
	MAYOR CAO
BUDGET CODE:	AMOUNT:

Summary:

Mayor Nehring is requesting the reappointment of Donna Wright and Jeff Vaughan to the Marysville Disability Board.

RECOMMENDED ACTION:

Mayor Nehring recommends the City Council confirm the reappointment of Donna Wright and Jeff Vaughan to the Marysville Disability Board serving until December 31, 2014.

COUNCIL ACTION:

Office of the Mayor
Jon Nehring
1049 State Avenue
Marysville, WA 98020
Phone: 360-363-8000
Fax: 360-651-5033
marysvillewa.gov

APPOINTMENT

I, JON NEHRING, duly elected and acting Mayor of the City of Marysville, do hereby reappoint DONNA WRIGHT as a member of the MARYSVILLE DISABILITY BOARD for the LEOFF I Member of the City of Marysville, pursuant to the provisions of the RCW 41.26.110; dated this 10 day of December, 2012.

M A Y O R

I do swear and affirm I will perform the duties assigned to me as a member of the MARYSVILLE DISABILITY BOARD of the City of Marysville in the manner required by law.

Dated this 10 day of December, 2012

DONNA WRIGHT

This term of reappointment expires the 31 day of December, 2014.

Office of the Mayor
Jon Nehring
1049 State Avenue
Marysville, WA 98020
Phone: 360-363-8000
Fax: 360-651-5033
marysvillewa.gov

APPOINTMENT

I, JON NEHRING, duly elected and acting Mayor of the City of Marysville, do hereby reappoint JEFF VAUGHAN as a member of the MARYSVILLE DISABILITY BOARD for the LEOFF I Member of the City of Marysville, pursuant to the provisions of the RCW 41.26.110; dated this 10 day of December, 2012.

M A Y O R

I do swear and affirm I will perform the duties assigned to me as a member of the MARYSVILLE DISABILITY BOARD of the City of Marysville in the manner required by law.

Dated this 10 day of December, 2012

JEFF VAUGHAN

This term of reappointment expires the 31 day of December, 2014.

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CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 12/10/12

AGENDA ITEM: Staff Business (Information): Population and Employment Allocations –Vision 2040 Regional Growth Strategy	
PREPARED BY: Gloria Hirashima, Chief Administrative Officer	DIRECTOR APPROVAL:
DEPARTMENT: Executive	
ATTACHMENTS: 1. Draft 2012 Buildable Lands Report Population Capacity 2. Draft 2012 Buildable Lands Report Employment Capacity 3. Population Allocations based on Regional Geographies 4. Employment Allocations based on Regional Geographies	
BUDGET CODE:	AMOUNT:

SUMMARY:

Snohomish County and cities have worked within the adopted Puget Sound Regional Council planning framework entitled Vision 2040. Vision 2040 established a regional growth strategy that is intended to guide future growth of cities. Marysville is classified within the “Larger Cities” category. Using the Vision 2040 framework, there appears to be sufficient population and employment capacity in our current urban growth boundaries, which were originally sized to meet 2025 growth projections, for the 2035 “larger cities” projected growth without need for significant land use changes either at the Marysville city level or for the group of cities that represent the “larger cities”.

RECOMMENDED ACTION:
Informational update – no action required.

Initial Draft 2012 BLR Population Capacity and 2035 RGS Population Information
Based on Current Jurisdictional Boundaries
September 18, 2012

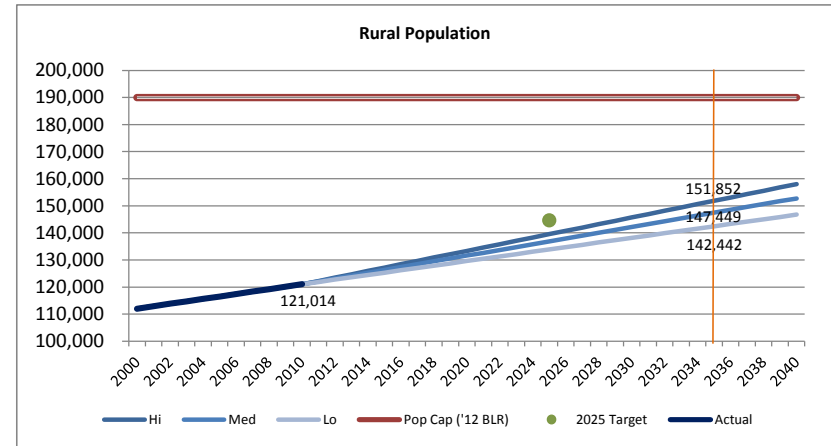
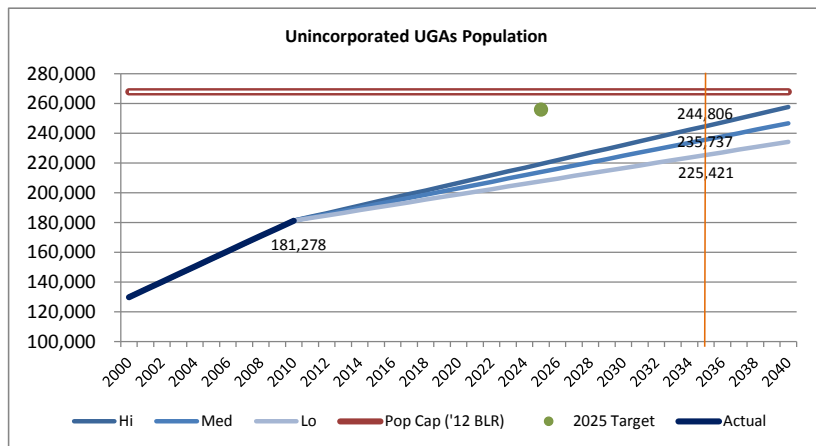
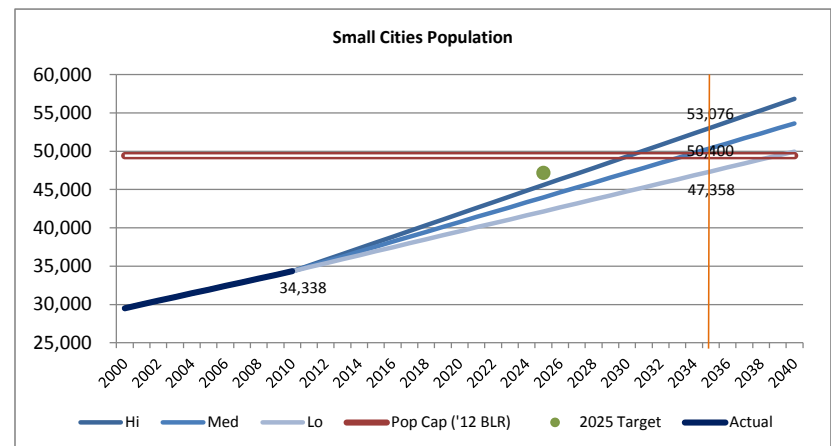
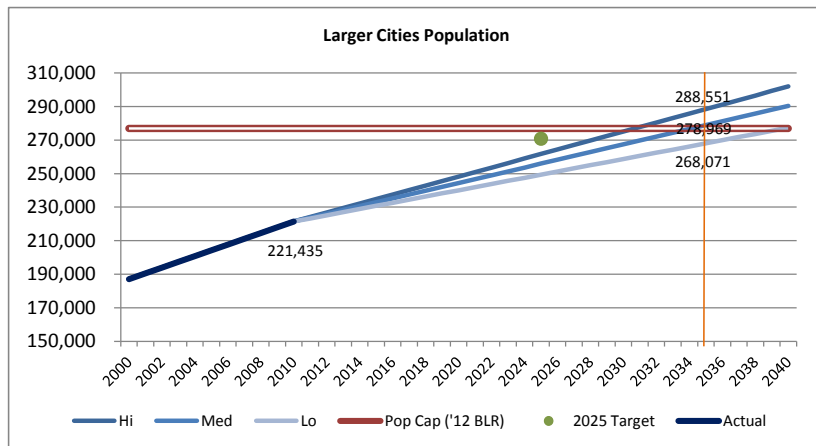
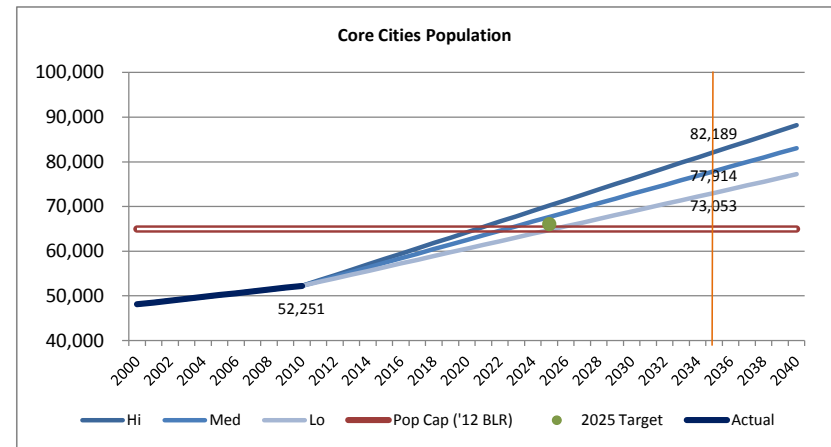
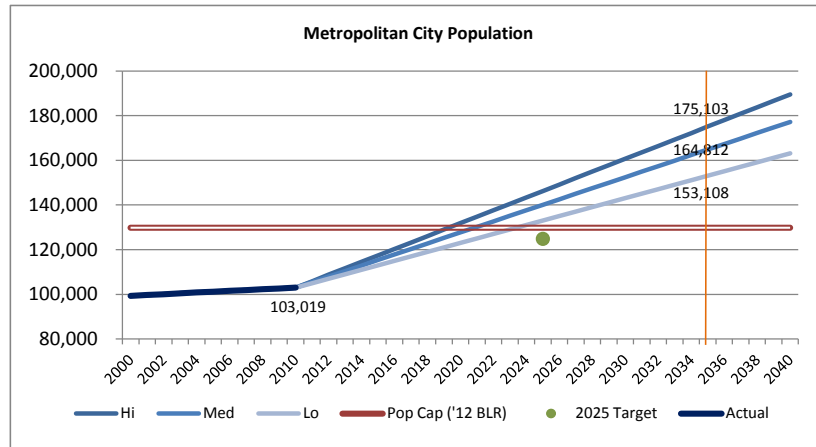
Regional Geography:	2011 Total Pop Estimate	DRAFT Total Pop Capacity (2025)	DRAFT Addntl Pop Capacity (2011-2025)	% Distribut: Addtnl Pop Cap by Reg Geog	2035 RGS		2035 RGS Total Pop (Medium) Scenario
					Total Pop (Medium)	Surplus/Shortfall	
<i>Metropolitan City</i>							
Everett	103,100	129,763	26,663	100%	164,812	(35,049)	164,812
<i>Core Cities</i>							
Bothell (part)	52,430	64,974	12,544	100%	77,914	(12,940)	77,914
Lynnwood	16,570	20,114	3,544	28%			23,770
	35,860	44,860	9,000	72%			54,144
<i>Larger Cities</i>							
	222,600	277,040	54,440	100%	278,969	(1,929)	278,969
Arlington	17,930	23,098	5,168	9%			23,281
Edmonds	39,800	44,824	5,024	9%			45,002
Lake Stevens	28,210	38,649	10,439	19%			39,019
Marysville	60,660	85,238	24,578	45%			86,109
Mill Creek	18,370	19,731	1,361	3%			19,779
Monroe	17,330	21,404	4,074	7%			21,548
Mountlake Terrace	19,990	22,536	2,546	5%			22,626
Mukilteo	20,310	21,560	1,250	2%			21,604
<i>Small Cities</i>							
	34,435	49,404	14,969	100%	50,400	(996)	50,400
Brier	6,100	6,799	699	5%			6,846
Darrington	1,345	1,729	384	3%			1,755
Gold Bar	2,060	2,408	348	2%			2,431
Granite Falls	3,370	7,621	4,251	28%			7,904
Index	180	229	49	0%			232
Snohomish	9,200	12,218	3,018	20%			12,419
Stanwood	6,220	9,926	3,706	25%			10,173
Sultan	4,655	7,089	2,434	16%			7,251
Woodway	1,305	1,385	80	1%			1,390
<i>Unincorporated Urban</i>							
	182,857	267,817	84,960	100%	235,737	32,080	235,737
<i>Unincorporated UGAs:</i>							
Arlington	563	2,373	1,810	2%			1,690
Darrington	75	1,005	930	1%			654
Gold Bar	850	925	75	0%			896
Granite Falls	147	1,044	897	1%			705
Index	-	-	-	0%			-
Lake Stevens	4,970	8,379	3,409	4%			7,092
Marysville	163	163	-	0%			163
Monroe	1,477	3,481	2,004	2%			2,724
Snohomish	1,360	2,854	1,494	2%			2,289
Stanwood	133	1,483	1,350	2%			973
Sultan	315	1,445	1,130	1%			1,018
<i>Unincorporated MUGAs:</i>							
Bothell	23,147	33,875	10,728	13%			29,824
Brier	2,099	2,805	706	1%			2,538
Edmonds	3,623	4,297	674	1%			4,042
Everett	42,013	50,727	8,714	10%			47,437
Lynnwood	24,737	40,543	15,806	19%			34,575
Mill Creek	36,333	55,301	18,968	22%			48,139
Mountlake Terrace	20	36	16	0%			30
Mukilteo	12,232	16,231	3,999	5%			14,721
Woodway	-	94	94	0%			59
<i>Other Parts of Uninc SWCo UGA:</i>							
Paine Field	-	-	-	0%			-
Larch Way Overlap	3,362	6,091	2,729	3%			5,061
Lake Stickney Gap	7,152	11,528	4,376	5%			9,875
Meadowdale/Norma Beach Gap	2,695	3,932	1,237	1%			3,465
Silver Firs Gap	15,394	19,208	3,814	4%			17,768
Total Urban	595,422	788,998	193,576		807,832	(18,834)	807,832

Initial Draft 2012 BLR Employment Capacity and 2035 RGS Employment Information
Based on Current Jurisdictional Boundaries
October 2, 2012

Regional Geography:	2011 Total Emp Estimate	DRAFT Total	DRAFT	% Distributn:	2035 RGS Total Emp (Medium)	Surplus/Shortfall	2035 RGS Total Emp (Medium) Scenario
		Emp Capacity (2025)	Addntl Emp Capacity (2011-2025)	Addntl Emp Cap by Reg Geog			
Metropolitan City							
Everett	93,739	142,731	48,992	100%	145,428	(2,697)	145,428
Core Cities							
	37,882	64,007	26,125	100%	59,335	4,672	59,335
Bothell (part)	13,616	19,237	5,621	22%			18,232
Lynnwood	24,266	44,770	20,504	78%			41,103
Larger Cities							
	63,330	119,613	56,283	100%	103,151	16,462	103,151
Arlington	8,659	24,959	16,300	29%			20,191
Edmonds	11,679	14,901	3,222	6%			13,959
Lake Stevens	3,932	6,031	2,099	4%			5,417
Marysville	11,664	32,645	20,981	37%			26,508
Mill Creek	4,625	7,378	2,753	5%			6,573
Monroe	7,662	12,820	5,158	9%			11,311
Mountlake Terrace	6,740	10,065	3,325	6%			9,092
Mukilteo	8,369	10,814	2,445	4%			10,099
Small Cities							
	10,405	21,450	11,045	100%	18,651	2,799	18,651
Brier	319	427	108	1%			400
Darrington	498	3,355	2,857	26%			2,631
Gold Bar	218	762	544	5%			624
Granite Falls	759	2,609	1,850	17%			2,140
Index	20	26	6	0%			24
Snohomish	4,415	6,747	2,332	21%			6,156
Stanwood	3,258	4,970	1,712	16%			4,536
Sultan	862	2,483	1,621	15%			2,072
Woodway	56	71	15	0%			67
Unincorporated Urban							
	28,941	58,127	29,186	100%	47,746	10,381	47,746
<i>Unincorporated UGAs:</i>							
Arlington	1	156	155	1%			101
Darrington	2	2,131	2,129	7%			1,374
Gold Bar	5	5	-	0%			5
Granite Falls	1	22	21	0%			15
Index	-	-	-	0%			-
Lake Stevens	71	580	509	2%			399
Maltby	3,190	8,122	4,932	17%			6,368
Marysville	652	714	62	0%			692
Monroe	117	428	311	1%			317
Snohomish	456	742	286	1%			640
Stanwood	198	1,451	1,253	4%			1,005
Sultan	4	4	-	0%			4
<i>Unincorporated MUGAs:</i>							
Bothell	1,380	1,854	474	2%			1,685
Brier	69	72	3	0%			71
Edmonds	156	228	72	0%			202
Everett	5,250	9,913	4,663	16%			8,254
Lynnwood	3,506	7,174	3,668	13%			5,869
Mill Creek	2,747	4,585	1,838	6%			3,931
Mountlake Terrace	-	-	-	0%			-
Mukilteo	2,797	6,162	3,365	12%			4,965
Woodway	14	17	3	0%			16
<i>Other Parts of Uninc SWCo UGA:</i>							
Paine Field	4,622	8,427	3,805	13%			7,074
Larch Way Overlap	1,630	2,232	602	2%			2,018
Lake Stickney Gap	694	694	-	0%			694
Meadowdale/Norma Beach Gap	68	137	69	0%			112
Silver Firs Gap	1,311	2,277	966	3%			1,933
Total Urban	234,297	405,928	171,631		374,311	31,617	374,311

Shown by Regional Geography, based on the Vision 2040 Regional Growth Strategy (RGS); includes Draft 2012 BLR Capacity Information

Based on May 31/2012 SCT PAC Growth Targets Subcommittee Direction



Shown by Regional Geography, based on the Vision 2040 Regional Growth Strategy (RGS); includes Draft 2012 BLR Capacity Information

Based on May 31/2012 SCT PAC Growth Targets Subcommittee Direction

