

## Marysville City Council Work Session

November 4, 2013

7:00 p.m.

City Hall

**Call to Order**

**Pledge of Allegiance**

**Roll Call**

**Approval of the Agenda**

**Committee Reports**

**Presentations**

**Discussion Items**

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

12. Approval of the October 14, 2013 City Council Meeting Minutes.

**Consent**

1. Approval of the October 23, 2013 Claims in the Amount of \$363,600.02; Paid by Check Number's 87821 through 87985 with No Check Numbers Voided.

**Review Bids**

2. Consider Awarding the Police Evidence Building Expansion Project.

**Public Hearings**

3. Consider an **Ordinance** Amending the Marysville City Code to Enact a New Chapter 12.06 Marysville Transportation Benefit District, Establishing a Transportation Benefit District, Specifying the Boundaries for the Transportation Benefit District, Specifying the Maintenance and Preservation of Existing Transportation Improvements, and Fixing a Time when the Same Shall Become Effective (*Public Hearing will be held November 12, 2013*).

4. Consider the Amended Year 2013 Annual Action Plan and Direct Staff to Provide a Summary of, and Response to Any Comments Received During the Public Hearing into the Amended Annual Action Plan, and Forward to the U.S. Department of Housing and Urban Development (*Public Hearing will be held November 12, 2013*).

5. Consider Program Year 2012 Consolidated Annual Performance Evaluation Report and Direct Staff to Provide a Summary of, and Response to any Comments Received

***Work Sessions are for City Council study and orientation – Public Input will be received at the November 12, 2013 City Council meeting.***

## Marysville City Council Work Session

**November 4, 2013**

**7:00 p.m.**

**City Hall**

During the Public Hearing into the Report, and Forward to the U.S. Department of Housing and Urban Development (*Public Hearing will be held November 12, 2013*).

### **New Business**

6. Consider the Professional Services Agreement with Gray and Osborne, Inc. for the 3<sup>rd</sup> Street Retrofit Project as Funded Under the 2013-15 Municipal Stormwater Capacity Grant Program with the Department of Ecology.
7. Consider Grant Agreement with the Washington State Department of Ecology for the 2013-15 Municipal Stormwater Capacity Grant Program.
8. Consider the Mitigation Agreement with Department of Ecology for Wetland Credits.
9. Consider Accepting the Lakewood Triangle Access/156<sup>th</sup> Street Overcrossing Project, Starting the 45-Day Lien Filing Period for Project Closeout.
10. Consider Accepting the Sunnyside Blvd Water Main Project, Starting the 45-Day Lien Filing Period for Project Closeout.
11. Consider an **Ordinance** Related to Title 22 (the Uniform Development Code) of Marysville Municipal Code (MMC) and to the Adoption Maximum State Environmental Policy Act (SEPA) Flexible Categorical Exemption Thresholds as Provided in WAC 197-11-800; Amending MMC 22E.030.090 Categorical Exemptions, Threshold Determinations, and Enforcement of Mitigating Measures.

### **Recess**

13. 2014 Budget Work Shop (*no public comment will be taken*).

### **Legal**

### **Mayor's Business**

### **Staff Business**

### **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 November 12, 2013 City Council meeting.***

**Marysville City Council Work Session**

**November 4, 2013**  
C. Real Estate

**7:00 p.m.**

**City Hall**

**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 #12*

<b>Call to Order/Pledge of Allegiance/Roll Call</b>	7:00 p.m.
Excuse the absence of Councilmember Muller.	Approved
Approve the agenda as presented.	Approved
<b>Committee Reports</b>	
<b>Presentations</b>	
Volunteer of the Month – Daryn Bundy	Presented
Employee of the Month – Amy Hess	Presented
Proclamation: Declaring October Breast Cancer Awareness Month	Presented
Spray Park Presentation	Presented
<b>Approval of Minutes</b>	
Approval of the September 9, 2013 City Council Meeting Minutes	Approved
Approval of the September 23, 2013 City Council Meeting Minutes	Approved
<b>Consent Agenda</b>	
Approval of the September 18, 2013 Claims in the Amount of \$431,415.79; Paid by Check Number's 87039 through 87196 with Check Number 81198 Voided.	Approved
Approval of the September 25, 2013 Claims in the Amount of \$1,243,642.57; Paid by Check Number's 87197 through 87344 with Check Number 86251 Voided.	Approved
Approval of the September 20, 2013 Payroll in the Amount of \$957,837.54; Paid by Check Number's 26990 through 27027.	Approved
Consider Approving Purchase Order for a Dump Truck, Plow and Sander with Hanson International in the Amount of \$73,000.	Approved
Consider Approving the Interlocal Agreement with Snohomish County Public Works for Municipal Road and Street Services.	Approved
Consider Approving the Professional Services Agreement with Otak, Inc. in the Amount Not to Exceed \$305,000.	Approved
Consider Approving the Interlocal Agreement with Association of Washington Cities Employee Benefit Trust Health Care Program.	Approved
Approval of the October 2, 2013 Claims in the Amount of \$1,087,566.32; Paid by Check Number's 87345 through 87468 with No Check Number's Voided.	Approved
Approval of the October 4, 2013 Payroll in the Amount of \$1,450,313.53; Paid by Check Number 27028 through 27074.	Approved
<b>Review Bids</b>	
Consider Awarding the Soper Hill Road Water Main Contract to Reece Trucking and Excavating in the Amount of \$728,000.10, Including Washington State Sales Tax, and Approve a Management Reserve of \$50,000 for a Total Allocation of \$778,000.10.	Approved
Consider Awarding the Sunnyside Pressure Reducing Station Contract to H.D. Fowler Company Inc. in the Amount of \$45,136.33, Including Washington State Sales Tax.	Approved

<b>New Business</b>	
Consider Approving a Resolution to Enter into an Interlocal Agreement Creating the Association of Washington Cities Employee Benefit Trust and Acknowledging that the City Shall be Subject to Assessments Thereunder.	Approved Res. 2350
<b>Legal</b>	
<b>Mayor's Business</b>	
<b>Staff Business</b>	
<b>Call on Councilmembers</b>	
<b>Adjournment</b>	8:03 p.m.

COUNCIL*DRAFT*  
MINUTES

**Regular Meeting**  
October 14, 2013

**Call to Order / Pledge of Allegiance**

Mayor Pro Tem Vaughan called the meeting to order at 7:00 p.m. and led those present in the Pledge of Allegiance. Pastor Greg Kanehan gave the invocation. Mayor Pro Tem Vaughan noted the excused absence of Mayor Nehring who was out of town.

**Roll Call**

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

**Mayor Pro Tem:** Jeff Vaughan

**Council:** Kamille Norton, Jeff Seibert, Michael Stevens, Rob Toyer, and Donna Wright

**Absent:** Steve Muller

**Also Present:** Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Police Chief Rick Smith, City Attorney Grant Weed, Assistant City Engineer John Cowling, Parks and Recreation Director Jim Ballew, and Recording Secretary Laurie Hugdahl.

**Motion** made by Councilmember Stevens, seconded by Councilmember Toyer, to excuse Councilmember Muller from tonight's meeting. **Motion** passed (5-0).

**Motion** made by Councilmember Stevens, seconded by Councilmember Toyer, to approve the agenda for tonight's meeting. **Motion** passed (5-0).

Councilmember Jeff Seibert reported on the October 9 meeting of the Snohomish County Solid Waste Advisory Committee. The committee received updates from staff and SWAC members who informed the commission that the county's website is being updated and any links on that site will need to be checked. The floor of the South County Transfer Station is going to be repaired. The Comprehensive Solid Waste and Hazardous Waste Management Plan was also discussed. There were no changes since the previous meeting, and the committee voted to recommend approval and send the final Draft Comprehensive Plan to the County. One positive item is that the rates will

stay the same for six years. There was also a Waste Management Revenue Sharing Agreement presentation.

### **Presentations**

#### A. Volunteer of the Month

Daryn Bundy received the Volunteer of the Month award for the month of September 2013 for his outstanding community service and volunteerism through his involvement in the Marysville Noon Rotary Club and Interact Program, leadership on the Career & Technical Education General Advisory Council, and his contribution to inspire students in our community to achieve their goals.

#### B. Employee of the Month

Amy Hess received the Employee of the Month award for the month of September 2013 for her valuable service to the City of Marysville's Utility Billing staff when that department was understaffed. She did an outstanding job of multi-tasking her normal job duties while helping out with Utility Billing Department, doing both exceptionally well.

#### C. Proclamation: Declaring October Breast Cancer Awareness Month

Mayor Pro Tem Vaughan read the proclamation declaring October *Breast Cancer Awareness Month in Marysville* and urging citizens to support breast cancer research and education, and join in activities that raise awareness about what we can do to prevent breast cancer.

#### D. Spray Park Presentation

Parks and Recreation Director Jim Ballew welcomed Patrick Dillon from Ecos Design who is the landscape architect responsible for the very successful design of the City of Mt. Vernon spray park. Mr. Dillon gave a 3D presentation of the proposed spray park at Comeford Park.

Councilmember Wright asked about the capacity of the spray park. Director Ballew replied that the facility in Mt. Vernon, which is about the same size as the one proposed in Marysville, sees about 500-700 users a day.

Councilmember Stevens said he thinks this will be a nice addition to the downtown area. He likes how the existing elements have been incorporated into the design and the multi-use aspect of the park.

#### E. Statement of Support for the Guard and Reserve (This item was postponed)



**Audience Participation**

Cate Mighell, 15305 West Lake Goodwin Road, discussed the City's moratorium regarding I-502 regulations. She said she has been meeting with high quality investors who want to get involved in this industry, but she is having a hard time getting them to work with her because of the moratorium. She commented that Marysville stands to miss out on this window of opportunity by waiting until April.

Rob Mina, 5615 87<sup>th</sup> Avenue NE, Marysville, echoed Cate's comments. He expressed concern about the City's moratorium and the 30-day waiting period. From a business standpoint he thinks this is a tremendous opportunity to create jobs.

Dave Mills, 8302 82<sup>nd</sup> Avenue NE, Marysville, commented on activity and discussion surrounding I-502 in the area. He stated that people are really looking for direction. He recommended that the City move forward with lifting the moratorium and allowing this type of business.

Mayor Pro Tem Vaughan thanked the three individuals for coming forward to speak. He stated that the Council is putting together a committee to look at this matter. He explained that they hope to have it wrapped up no later than April, but it is possible that they could be done earlier.

**Approval of Minutes**

1. Approval of the September 9, 2013 City Council Meeting Minutes

Councilmember Stevens said he would be abstaining from the vote as he was absent at that meeting.

**Motion** made by Councilmember Norton, seconded by Councilmember Wright, to approve the September 9, 2013 City Council Meeting Minutes. **Motion** passed (4-0) with Councilmember Stevens abstaining.

2. Approval of the September 23, 2013 City Council Meeting Minutes

Councilmember Toyer said he would be abstaining from the vote as he was absent at that meeting.

**Motion** made by Councilmember Stevens, seconded by Councilmember Norton, to approve the September 23, 2013 City Council Meeting Minutes. **Motion** passed (4-0) with Councilmember Toyer abstaining.

**Consent Agenda**

3. Approval of the September 18, 2013 Claims in the Amount of \$431,415.79; Paid by Check Number's 87039 through 87196 with Check Number 81198 Voided.

*DRAFT*

4. Approval of the September 25, 2013 Claims in the Amount of \$1,243,642.57; Paid by Check Number's 87197 through 87344 with Check Number 86251 Voided.
5. Approval of the September 20, 2013 Payroll in the Amount of \$957,837.54; Paid by Check Number's 26990 through 27027.
8. Consider Approving Purchase Order for a Dump Truck, Plow and Sander with Hanson International in the Amount of \$73,000.
9. Consider Approving the Interlocal Agreement with Snohomish County Public Works for Municipal Road and Street Services.
10. Consider Approving the Professional Services Agreement with Otak, Inc. in the Amount Not to Exceed \$305,000.
12. Consider Approving the Interlocal Agreement with Association of Washington Cities Employee Benefit Trust Health Care Program.
13. Approval of the October 2, 2013 Claims in the Amount of \$1,087,566.32; Paid by Check Number's 87345 through 87468 with No Check Number's Voided.
14. Approval of the October 4, 2013 Payroll in the Amount of \$1,450,313.53; Paid by Check Number 27028 though 27074.

**Motion** made by Councilmember Wright, seconded by Councilmember Toyer, to approve Consent Agenda items 3, 4, 5, 8, 9, 10, 12, 13, and 14. Motion passed (5-0).

### **Review Bids**

6. Consider Awarding the Soper Hill Road Water Main Contract to Reece Trucking and Excavating in the Amount of \$728,000.10, Including Washington State Sales Tax, and Approve a Management Reserve of \$50,000 for a Total Allocation of \$778,000.10.

Assistant City Engineer John Cowling explained that this is the last section needed for construction for the PUD water system acquisition at the end of this year.

**Motion** made by Councilmember Stevens, seconded by Councilmember Norton, to award the Soper Hill Road Water Main Contract to Reece Trucking and Excavating in the Amount of \$728,000.10, Including Washington State Sales Tax, and Approve a Management Reserve of \$50,000 for a Total Allocation of \$778,000.10. **Motion** passed (5-0).

*DRAFT*

7. Consider Awarding the Sunnyside Pressure Reducing Station Contract to H.D. Fowler Company Inc. in the Amount of \$45,136.33, Including Washington State Sales Tax.

Assistant City Engineer John Cowling stated that this is an item that will be installed as part of the Soper Hill water main installation.

**Motion** made by Councilmember Seibert, seconded by Councilmember Wright, to award the Sunnyside Pressure Reducing Station Contract to H.D. Fowler Company Inc. in the Amount of \$45,136.33, Including Washington State Sales Tax. **Motion** passed (5-0).

## Public Hearings

## New Business

11. Consider Approving a Resolution to Enter into an Interlocal Agreement Creating the Association of Washington Cities Employee Benefit Trust and Acknowledging that the City Shall be Subject to Assessments Thereunder.

CAO Hirashima stated that this will allow the City to continue on with the health care program with AWC. AWC has determined to be self-insured so this agreement will reflect that. The good news is that there will be no increase in health care costs in 2014.

**Motion** made by Councilmember Toyer, seconded by Councilmember Stevens, to approve Resolution No. 2350. **Motion** passed (5-0).

## Legal

## Mayor's Business

## Staff Business

Chief Smith:

- The water park looks nice. He thinks it will be a great addition to the City.
- Tip-a-Cop at Red Robin this weekend was a successful and popular event.
- He stated that caution and prudence on the marijuana issue as displayed by the City Council is quite prudent and courageous. Grant Weed's office is following up with the legal aspects of the law.

Jim Ballew had no further comments.

Grant Weed:

- He attended the WSAMA conference in Walla Walla. They had the highest attendance that they've ever had in the history of the conference. This was a very

informative conference. A number of topics were addressed that are extremely timely for cities right now.

- The issue discussed last week in Executive Session has not been decided. Council will be updated as more information is available.

Gloria Hirashima:

- Thanks to everyone who participated in the United Way campaign this year. The City exceeded its goal of \$20,000.
- Marysville University was cancelled because of low attendance.

Sandy Langdon:

- Finance Committee this Wednesday.
- The Budget Workshop will be held on November 4. There will be a Council workshop first, and then they will move into the Budget Workshop.
- She reminded everyone that November 11 is a holiday so the Council meeting will be held on November 12.

### **Call on Councilmembers**

Kamille Norton:

- She thanked Director Ballew for having Patrick Dillon come to share about the spray park. She and her kids are very excited about it.
- She thanked the staff for the great United Way campaign.

Rob Toyer had no comments.

Michael Stevens asked if Marysville U would be rescheduled. CAO Hirashima did not think it would be unless there is a sudden surge of interest.

Donna Wright:

- She said she was also excited about the spray park.
- She attended the Economic Alliance of Snohomish County Elected Officials meeting. It was an interesting meeting with elected official from other cities.
- She attended the AWC regional meeting where an AWC lobbyist informed them what might be coming up in the 2014 legislative session.

Jeff Seibert:

- Congratulations to Public Works on all the new striping in the City.
- There is a speed limit sign down just to the west of 47<sup>th</sup> Street on 80<sup>th</sup>. Assistant City Engineer Cowling indicated he would follow up on this.

*DRAFT*

**Adjournment**

Seeing no further business Mayor Nehring adjourned the meeting at 8:03 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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

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

# *Index #1*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: November 12, 2013**

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

Please see attached.

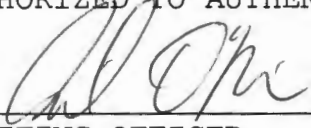
**RECOMMENDED ACTION:**

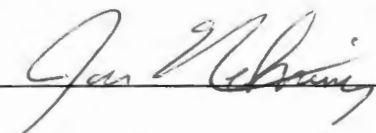
The Finance and Executive Departments recommend City Council approve the **October 23, 2013** claims in the amount of **\$363,600.02** paid by **Check No.'s 87821 through 87985 with no Check No. voided.**

**COUNCIL ACTION:**

BLANKET CERTIFICATION  
**CLAIMS**  
FOR  
**PERIOD-10**

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$363,600.02 PAID BY CHECK NO.'S 87821 THROUGH 87985 WITH NO CHECK NO'S VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

  
\_\_\_\_\_  
AUDITING OFFICER 10/29/13  
DATE

  
\_\_\_\_\_  
MAYOR 10/29/13  
DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **12<sup>th</sup> DAY OF NOVEMBER 2013.**

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

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COUNCIL MEMBER

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COUNCIL MEMBER



**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 10/17/2013 TO 10/23/2013**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
87821	AAA FIRE & SAFETY	CARBON DIOXIDE & HYDRO TEST	WATER/SEWER OPERATION	82.99
87822	ABOUZAKI, KAMAL	INTERPRETER SERVICES	COURTS	150.00
87823	ADVANTAGE BUILDING S	CLEANING SERVICES	MAINT OF GENL PLANT	200.91
87824	AFTS	REMITTANCE PROCESSING	UTILITY BILLING	769.22
	AFTS	WEB PAYMENT SERVICES	UTILITY BILLING	951.75
	AFTS	BILL PRINTING SERVICES	UTILITY BILLING	7,867.63
87825	AIRGAS INC.	MISC. WELDING GASES	EQUIPMENT RENTAL	303.46
	AIRGAS INC.	PLASMA CUTTER	SOLID WASTE OPERATIONS	1,055.01
87826	ALBERTSONS	PARKS AND REC EVENT/WELLNESS S	RECREATION SERVICES	27.92
	ALBERTSONS		RECREATION SERVICES	61.70
	ALBERTSONS		PERSONNEL ADMINISTRATIO	99.99
87827	ALFYS PIZZA	USER GROUP MEETING LUNCH	MUNICIPAL COURTS	36.90
87828	AMSAN SEATTLE	(4) FIVE GALLON TRUCK DEGREASE	ER&R	267.07
87829	ANDES LAND SURVEY	PROFESSIONAL SERVICES	STORM DRAINAGE	300.00
87830	ARAMARK UNIFORM	UNIFORM SERVICE	MAINTENANCE	10.86
	ARAMARK UNIFORM	UNIFORM CLEANING	EQUIPMENT RENTAL	20.00
87831	ARLINGTON, CITY OF	ARLINGTON CHRISTIAN SCHOOL	SOURCE OF SUPPLY	82.61
87832	ARMOR HOLDINGS FOREN	FINGERPRINT PAD AND HOLDER	DETENTION & CORRECTION	85.39
87833	AUTO ADDITIONS, INC.	(4) FACE PLATES-MOTOROLA RADIO	ER&R	-11.01
	AUTO ADDITIONS, INC.		ER&R	139.01
87834	BAILEY, CARROL	REFUND CLASS FEES	PARKS-RECREATION	70.00
87835	BANK OF AMERICA	TRAVEL REIMBURSEMENT	POLICE TRAINING-FIREARMS	573.70
87836	BANK OF AMERICA	SUPPLY REIMBURSEMENT	GENERAL FUND	-14.54
	BANK OF AMERICA		POLICE ADMINISTRATION	183.54
	BANK OF AMERICA		OFFICE OPERATIONS	374.91
	BANK OF AMERICA		DETENTION & CORRECTION	431.24
	BANK OF AMERICA		POLICE PATROL	597.84
87837	BANNISTER, TABATHA	RENTAL FEES/DEPOSIT REFUND	PARKS-RECREATION	85.00
	BANNISTER, TABATHA		GENERAL FUND	100.00
87838	BAYLEY, LILLY MAY	INTERPRETER SERVICES	COURTS	150.00
	BAYLEY, LILLY MAY		COURTS	150.00
87839	BENS CLEANER SALES	REPAIR & MISC. PARTS-PW WASH R	MAINT OF GENL PLANT	643.24
37840	BICKFORD FORD	PASSENGER SEAT BELT/RETRACTOR	EQUIPMENT RENTAL	343.39
	BICKFORD FORD	ENGINE COOLING FAN ASSEMBLY	EQUIPMENT RENTAL	379.56
	BICKFORD FORD	ALTERNATOR-P130	EQUIPMENT RENTAL	435.66
	BICKFORD FORD	FRONT BRAKE ROTORS/PADS	ER&R	442.96
37841	BLUMENTHAL UNIFORMS	UNIFORM-FAWKs, A	POLICE PATROL	750.42
37842	BOICE, JEFFREY J.	VIDEO AND EDITING	EXECUTIVE ADMIN	600.00
37843	BREWER, MARTY	USED GOLF BALLS	GOLF COURSE	150.00
37844	BUILDING SPECIALTIES	2X4 CEILING TILES	PUBLIC SAFETY BLDG.	81.21
37845	CABLES PLUS	RETURN CABLES	COMPUTER SERVICES	-52.55
	CABLES PLUS	CREDIT CABLES	STORM DRAINAGE	-29.65
	CABLES PLUS	RETURN CABLES	INFORMATION SERVICES	-4.95
	CABLES PLUS	CABLES	WATER/SEWER OPERATION	-3.22
	CABLES PLUS	CREDIT CABLES	WATER/SEWER OPERATION	2.35
	CABLES PLUS	FIBER OPTIC CABLES	STORM DRAINAGE	38.01
	CABLES PLUS	CABLES	STORM DRAINAGE	40.63
	CABLES PLUS	NETWORK CABLES	COMPUTER SERVICES	141.43
7846	CARDWELL, IRATXE	INTERPRETER SERVICES	COURTS	125.00
7847	CARRS ACE	1 GALLON PAINT	STORM DRAINAGE	30.40

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 10/17/2013 TO 10/23/2013**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
87847	CARRS ACE	CLEANING SUPPLIES,WRENCH SET	WASTE WATER TREATMENT F	110.71
87848	CASCADE COLUMBIA	55 GALLON DRUM HYDROFLUOROSILI	WATER QUAL TREATMENT	429.51
87849	CEMEX	MOD B ASPHALT	SEWER MAIN COLLECTION	765.69
87850	CHAMPION BOLT	HARDWARE	EQUIPMENT RENTAL	32.26
87851	CITIES & TOWNS	SCC DINNER (2)	CITY COUNCIL	70.00
87852	CLEAR IMAGE PHOTOGRA	COUNCIL PORTRAIT	EXECUTIVE ADMIN	290.78
87853	CONSOLIDATED ELECTRI	LIGHTBULBS	ADMIN FACILITIES	86.49
87854	COOP SUPPLY	25LB GRASS SEED	STORM DRAINAGE	60.81
	COOP SUPPLY	COATED CABLE, ROPE CLIP, ETC.	STORM DRAINAGE	88.32
87855	CORPORATE OFFICE SPL	OFFICE SUPPLIES	SOURCE OF SUPPLY	158.36
87856	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	2,951.81
87857	CREA AFFILIATES, LLC	FOOTHILLS PARK COMM WORKSHOP	EXECUTIVE ADMIN	2,240.00
87858	DB SECURE SHRED	MONTHLY SHREDDING SERVICE	PROBATION	16.79
	DB SECURE SHRED		MUNICIPAL COURTS	50.38
87859	DE JONG, CORY & SONS	SAWDUST	STORM DRAINAGE	208.24
87860	DIAMOND B CONSTRUCT	SERVICE CALL	ADMIN FACILITIES	499.92
	DIAMOND B CONSTRUCT		NON-DEPARTMENTAL	804.22
87861	DICKS TOWING	TOWING EXPENSE-MP13-7073	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE-MP13-7093	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE-MP13-7148	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE	EQUIPMENT RENTAL	176.48
87862	DUNLAP INDUSTRIAL	CAMBUCKLE TIEDOWN, RATCHET STR	EQUIPMENT RENTAL	76.33
	DUNLAP INDUSTRIAL	SCREWS, GRIZZLY BAR - GEDDES R	STORM DRAINAGE	167.90
	DUNLAP INDUSTRIAL	CHOP SAW, BLADE, ETC.	SOLID WASTE OPERATIONS	945.49
87863	E&E LUMBER	HARDWARE	MAINT OF GENL PLANT	5.34
	E&E LUMBER	WASP & HORNET KILLER	PARK & RECREATION FAC	7.28
	E&E LUMBER	HARDWARE	UTIL ADMIN	8.25
	E&E LUMBER	SPLASH BLOCK	PARK & RECREATION FAC	9.17
	E&E LUMBER	HARDWARE	PARK & RECREATION FAC	30.22
	E&E LUMBER	UTILITY KNIFE, TAPE, ETC.	PARK & RECREATION FAC	32.92
	E&E LUMBER	BRUSH, CEMENT	PARK & RECREATION FAC	35.41
	E&E LUMBER	LUMBER	PARK & RECREATION FAC	76.74
	E&E LUMBER	POLY TWINE & FILM	STORM DRAINAGE	243.69
	E&E LUMBER	LUMBER	SIDEWALKS MAINTENANCE	261.81
	E&E LUMBER	MISC. SUPPLIES	ER&R	377.43
	E&E LUMBER	LUMBER, DRIVE BIT	PARK & RECREATION FAC	413.87
87864	EAST JORDAN IRON WOR	LIDWATER VALVES	WATER/SEWER OPERATION	366.46
87865	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	20.00
7866	ELIASON, MARGIE	UB 570697050002 2824 180TH ST	GARBAGE	53.32
	ELIASON, MARGIE		WATER/SEWER OPERATION	295.26
7867	EVERETT STEEL CO	MISC. PARTS	EQUIPMENT RENTAL	294.85
7868	EVERETT, CITY OF	LAB ANALYSIS	STORM DRAINAGE	162.00
	EVERETT, CITY OF		WASTE WATER TREATMENT F	1,132.20
	EVERETT, CITY OF	ANIMAL SHELTER FEES	ANIMAL CONTROL	3,720.00
7869	EWING IRRIGATION	TANK CLEANER	ROADSIDE VEGETATION	21.40

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87870	FALK, DIANE	REFUND CLASS FEES	PARKS-RECREATION	22.00
87871	FEI	3" OMNI METER-MSD #25	WATER SERVICE INSTALL	2,034.41
87872	FIRE PROTECTION,INC	FIRE SPRINKLER SERVICE	PUBLIC SAFETY BLDG.	198.20
87873	FLORIAN, LLC	INSTRUCTOR SERVICES	RECREATION SERVICES	150.00
87874	FOOTJOY	GOLF SHOES	GOLF COURSE	82.44
	FOOTJOY	GOLF BOOTS	GOLF COURSE	87.94
	FOOTJOY	GOLF SHOES	GOLF COURSE	92.44
87875	FRED PRYOR SEMINARS	REGISTRATION-IMADHAY,LITO	PURCHASING/CENTRAL STOF	174.00
87876	GENERAL CHEMICAL	ALUMINUM SULFATE	WASTE WATER TREATMENT F	4,333.12
87877	GRADY, BARB	TRAINING REIMBURSEMENT	POLICE TRAINING-FIREARMS	86.15
87878	GRAINGER	TUBE	MAINTENANCE	36.76
	GRAINGER	PRESSURE SWITCH	MAINTENANCE	37.75
	GRAINGER	CHECK VALVE	MAINTENANCE	49.75
87879	GRANITE CONST	CLASS B ASPHALT	SEWER MAIN COLLECTION	532.81
87880	GREENHAUS PORTABLE	PORTABLE RESTROOM	PARK & RECREATION FAC	568.72
87881	GRIFFEN, CHRIS	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	127.50
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	262.50
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	300.00
87882	GUTMANN, BARBARA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
87883	HACH COMPANY	50' CABLE EXTENSION	WASTE WATER TREATMENT F	299.16
87884	HARBOR FREIGHT TOOLS	MISC. SMALL HAND TOOLS	WATER SERVICE INSTALL	156.02
87885	HAZEN, MICHAEL & KIM	REFUND CLASS FEES	PARKS-RECREATION	22.00
87886	HD FOWLER COMPANY	CREDIT	WATER/SEWER OPERATION	-232.40
	HD FOWLER COMPANY	MISC. BRASS PARTS	WATER SERVICES	21.90
	HD FOWLER COMPANY	10 BOLT KITS	WATER SERVICES	42.57
	HD FOWLER COMPANY	HAND WHEEL FOR GATE VALVE	WATER SERVICE INSTALL	74.20
	HD FOWLER COMPANY	FLANGE COUPLINGS	WATER SERVICE INSTALL	186.86
	HD FOWLER COMPANY		WATER SERVICE INSTALL	373.74
	HD FOWLER COMPANY	HARDWARE	WATER/SEWER OPERATION	395.24
	HD FOWLER COMPANY		WATER/SEWER OPERATION	430.69
	HD FOWLER COMPANY	GATE VALVE	WATER SERVICE INSTALL	452.52
	HD FOWLER COMPANY	PVC PIPES,COUPLINGS, ETC.	SEWER SERV MAINT	549.13
	HD FOWLER COMPANY	METER SETTER BALL VALVE	WATER/SEWER OPERATION	549.72
	HD FOWLER COMPANY	POLYMER LIDS	WATER/SEWER OPERATION	818.84
	HD FOWLER COMPANY	MISC. PARTS	WATER SERVICE INSTALL	2,383.16
	HD FOWLER COMPANY		WATER SERVICE INSTALL	2,383.16
37887	HE MITCHELL CO	ASA CYLINDERS, MASTER CYL DRIV	WATER/SEWER OPERATION	-28.60
	HE MITCHELL CO		UTIL ADMIN	361.16
37888	HERTZ EQUIPMENT RENT	EXCAVATOR REPAIR/RENTAL CHARGE	SOURCE OF SUPPLY	7,912.48
	HERTZ EQUIPMENT RENT	EXCAVATOR RENTAL (1 MONTH)	SOURCE OF SUPPLY	10,555.92
37889	HIRASHIMA, GLORIA	REIMBURSE PARKING FEES	COMMUNITY DEVELOPMENT-	11.00
37890	HYLARIDES, LETTIE	INTERPRETER SERVICES	COURTS	112.50
37891	INFORMATION SERVICES	IGN MONTHLY CHARGE	OFFICE OPERATIONS	195.00
37892	INTERSTATE AUTO PART	CREDIT-RETURN	EQUIPMENT RENTAL	-7.54
	INTERSTATE AUTO PART	HALOGEN BULBS	ER&R	7.54
	INTERSTATE AUTO PART	GE LIGHTING	ER&R	45.54
	INTERSTATE AUTO PART		ER&R	47.73
	INTERSTATE AUTO PART	HALOGEN HEAD LAMP BULBS	ER&R	62.94
	INTERSTATE AUTO PART	MISC. BULBS,FUSES,ETC.	EQUIPMENT RENTAL	300.80
7893	JAGNOW, JENIFER	REFUND CLASS FEES	PARKS-RECREATION	84.00

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87894	KAMAN INDUSTRIAL TEC	V-BELTS	WASTE WATER TREATMENT F	304.48
87895	KINDER, LINDA	REFUND CLASS FEES	PARKS-RECREATION	80.00
87896	KJR ROOFING LLC	REPAIR GUTTERS-PSB	PUBLIC SAFETY BLDG.	8,688.00
87897	LABOR & INDUSTRIES	L&I 3RD QTR 2013	MUNICIPAL COURTS	0.80
	LABOR & INDUSTRIES		CITY CLERK	2.81
	LABOR & INDUSTRIES		MUNICIPAL COURTS	22.12
	LABOR & INDUSTRIES		POLICE PATROL	202.60
	LABOR & INDUSTRIES		COMMUNITY CENTER	226.81
	LABOR & INDUSTRIES		RECREATION SERVICES	797.66
87898	LAMOUREUX, JANIS	REIMBURSE OFFICE SUPPLY PURCHA	GENERAL FUND	-4.19
	LAMOUREUX, JANIS		COMMUNITY DEVELOPMENT-	52.91
87899	LAVA MARKETING GROUP	RANGEFINDER	GOLF COURSE	214.71
87900	LAW,LYMAN,DANIEL,KAM	LEGAL SERVICES	NON-DEPARTMENTAL	4,395.58
	LAW,LYMAN,DANIEL,KAM		WASTE WATER TREATMENT F	13,186.74
87901	LES SCHWAB TIRE CTR	REPAIR FLAT STEER AXLE TIRE	EQUIPMENT RENTAL	21.18
87902	LESTER, TERI	REFUND CLASS FEES	PARKS-RECREATION	28.00
87903	LICENSING, DEPT OF	ADAMS, SIDNEY (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	BEGHTOL, RYAN (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	BENTHIN, JASON (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	BOGART, RONALD (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	BRIDGERS, SAMUEL (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	CAMERON, PETER (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	CHAPMAN, F DIANE (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	CHAPMAN, GARY (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	DAHLENBURG, CHAD (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	GEPNER, STEVEN (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	GEYER, MICHAEL (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	GILHAM, DOUGLAS (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	GRANT, AARON (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	GRAU, DANIEL (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	GUDDE, ERMILINDA (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	HANSON, KENT (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	HELDT, ARNOLD (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	HINCKLY, DANIEL (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	ISAACSON, JASON (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	KEMPER, JAMES (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	KYLE, JOHN (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	LACOURSE, DARYLL (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	LADSON, ERIN (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	LOLKEMA, JILL (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MEIER, GARY (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MOORHOUSE, DONALD (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MURRY, CHANDLER (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	NYUGEN, CAOHIEN (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	NYUGEN, VU (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	PELKY, IAN (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	PHAM, NGOC (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	REED, SCOTT (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	SHAY, TIMOTHY (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	SHURTLEFF, ROSS (ORIGINAL)	GENERAL FUND	18.00

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87903	LICENSING, DEPT OF	STEVENS, ARTHUR (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	STEVENS, VANCE (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	CLEVENGER, RYAN (LT RENEWAL)	GENERAL FUND	21.00
	LICENSING, DEPT OF	TAYLOR, KEITH (LT RENEWAL)	GENERAL FUND	21.00
87904	LOWES HIW INC	ELBOW,BUSHING & ADAPTERS	WATER SERVICES	4.46
	LOWES HIW INC	INSERT, ADAPTER	WATER SERVICES	37.08
	LOWES HIW INC	SPLICING CONNECTORS, CRIMPER	WATER SERVICES	46.89
	LOWES HIW INC	MISC. BITS	WATER SERVICE INSTALL	167.81
87905	MADLE, DAVE & DONNA	UB 521121000002 17528 39TH DR	WATER/SEWER OPERATION	58.91
87906	MAILFINANCE	POSTAGE LEASE	PROBATION	128.00
	MAILFINANCE		MUNICIPAL COURTS	384.03
87907	MARYSVILLE AWARDS	BRASS PLATES	EXECUTIVE ADMIN	276.93
87908	MARYSVILLE PRINTING	LASER PAPER	EXECUTIVE ADMIN	24.80
	MARYSVILLE PRINTING	NOTICE OF CASE HEARING FORMS	MUNICIPAL COURTS	1,115.59
87909	MICROFLEX INC	TAX AUDIT PROGRAM	FINANCE-GENL	60.72
87910	MIRANDA, TONYA	INSTRUCTOR SERVICES	RECREATION SERVICES	180.00
	MIRANDA, TONYA		RECREATION SERVICES	246.00
	MIRANDA, TONYA		RECREATION SERVICES	396.00
87911	MOTOR TRUCKS	5 GAL BUCKET 50 WEIGHT OIL	EQUIPMENT RENTAL	95.74
	MOTOR TRUCKS	AIR BRAKE SLACK ADJUSTER	EQUIPMENT RENTAL	490.01
87912	NATURAL RESOURCES	FOREST LAND ASSESSMENT FEES	SOURCE OF SUPPLY	66.52
87913	NELSON PETROLEUM	GEAR OIL	ER&R	571.17
87914	NEPTUNE TECHNOLOGY	REGISTERS PRO READ	WATER SERVICE INSTALL	1,214.79
87915	NORTH COUNTY OUTLOOK	BAZAAR GUIDE AD	COMMUNITY CENTER	49.00
87916	NORTH SOUND HOSE	COUPLING-SAND FILTER AIR DRYER	WASTE WATER TREATMENT F	64.35
	NORTH SOUND HOSE	ASSEMBLY	WATER RESERVOIRS	186.78
	NORTH SOUND HOSE	MISC. ASSEMBLIES	WATER DIST MAINS	461.28
87917	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WASTE WATER TREATMENT F	2,962.07
	NORTHSTAR CHEMICAL		WASTE WATER TREATMENT F	2,962.07
	NORTHSTAR CHEMICAL		WASTE WATER TREATMENT F	3,639.19
37918	NORTHWESTERN AUTO	ACCIDENT REPAIR-P124	EQUIPMENT RENTAL	3,029.72
37919	NPELRA	2014 MEMBERSHIP DUES	PERSONNEL ADMINISTRATIO	200.00
37920	OFFICE DEPOT	OFFICE SUPPLIES	COMMUNITY DEVELOPMENT-	7.48
	OFFICE DEPOT		POLICE INVESTIGATION	24.92
	OFFICE DEPOT		POLICE INVESTIGATION	34.93
	OFFICE DEPOT		PERSONNEL ADMINISTRATIO	57.53
	OFFICE DEPOT		POLICE INVESTIGATION	95.04
	OFFICE DEPOT		UTIL ADMIN	104.87
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	104.88
	OFFICE DEPOT		EXECUTIVE ADMIN	108.72
	OFFICE DEPOT		OFFICE OPERATIONS	117.16
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	121.36
	OFFICE DEPOT		PRO-SHOP	130.31
	OFFICE DEPOT		POLICE PATROL	141.17
	OFFICE DEPOT		POLICE PATROL	148.36
	OFFICE DEPOT		MUNICIPAL COURTS	162.35
	OFFICE DEPOT		DETENTION & CORRECTION	190.90
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	217.01
	OFFICE DEPOT		POLICE PATROL	245.14
	OFFICE DEPOT		POLICE PATROL	309.25

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87920	OFFICE DEPOT	OFFICE SUPPLIES	UTILITY BILLING	334.61
87921	OZONIA NORTH AMERICA	DCA CIRCUIT BOARD, BALLASTS	WASTE WATER TREATMENT F	1,469.36
87922	PACIFIC PLUMBING	ADAPTERS & SHEARS	WATER SERVICES	109.22
87923	PACIFIC POWER PROD.	AERATOR RENTAL	MAINTENANCE	1,632.71
87924	PARTS STORE, THE	CREDIT-RETURN	GENERAL SERVICES - OVERH	-70.54
	PARTS STORE, THE	CABLE TIES	MAINTENANCE	19.28
	PARTS STORE, THE	COMBO BALL MOUNT	ROADWAY MAINTENANCE	30.55
	PARTS STORE, THE	HYDRAULIC FILTERS	ER&R	46.30
	PARTS STORE, THE	HYDRAULIC HOSES AND FITTINGS	PARK & RECREATION FAC	51.15
	PARTS STORE, THE	SPRAY PAINT	GENERAL SERVICES - OVERH	70.54
	PARTS STORE, THE	AIR FILTER & CREDIT	ER&R	99.97
	PARTS STORE, THE	SPARK PLUGS & WIRE SET	EQUIPMENT RENTAL	108.70
	PARTS STORE, THE	HYDRAULIC OIL	PARK & RECREATION FAC	109.47
	PARTS STORE, THE	SPARK PLUGS, FLUID, GUNK AND M	MAINTENANCE	133.36
	PARTS STORE, THE	LOWER BALL JOINT & REAR AXLE W	EQUIPMENT RENTAL	135.84
	PARTS STORE, THE	AMBER STROBE LIGHTS W/REFLECTO	ER&R	233.37
	PARTS STORE, THE	AIR & FUEL FILTERS	ER&R	363.11
87925	PAUL, CAROLINE	WITNESS FEES	MUNICIPAL COURTS	21.30
87926	PAYDIRT, LLC	TRENCH SHIELD, PLATES & 820RP	SOURCE OF SUPPLY	2,087.03
87927	PEACE OF MIND	MINUTE TAKING SERVICE	CITY CLERK	93.00
	PEACE OF MIND		COMMUNITY DEVELOPMENT-	136.40
87928	PEAVEY,LYNN COMPANY	EVIDENCE SUPPLIES	POLICE PATROL	109.14
87929	PELZER GOLF SUPPLIES	BAG TAGS	GOLF COURSE	-34.84
	PELZER GOLF SUPPLIES		PRO-SHOP	439.95
87930	PENNINGTON, MELISSA	REFUND CLASS FEES	PARKS-RECREATION	11.75
87931	PLATS PLUS	HYDRANT METER REFUND	WATER-UTILITIES/ENVIRONM	-279.80
	PLATS PLUS		WATER/SEWER OPERATION	1,150.00
87932	POOL, TAMI	REFUND CLASS FEES	PARKS-RECREATION	59.00
87933	POSTAL SERVICE	POSTAGE	PROBATION	1,000.00
	POSTAL SERVICE		MUNICIPAL COURTS	2,000.00
87934	PRESLEY, NICHOLAS &	UB 241000000002 10527 55TH AVE	WATER/SEWER OPERATION	1,000.00
87935	PROFORCE LAW ENFORC	TASER CARTRIDGES	POLICE TRAINING-FIREARMS	660.24
	PROFORCE LAW ENFORC		POLICE TRAINING-FIREARMS	713.99
	PROFORCE LAW ENFORC	TASER HOLSTERS	POLICE PATROL	1,113.09
	PROFORCE LAW ENFORC	TASERS (10)	POLICE ADMINISTRATION	9,257.01
37936	PSSP - PUGET SOUND	SECURITY SERVICES	PROBATION	753.38
	PSSP - PUGET SOUND		MUNICIPAL COURTS	2,260.12
37937	PUD	ACCT #2011-4209-8	PARK & RECREATION FAC	15.29
	PUD	ACCT #2051-9537-3	PARK & RECREATION FAC	47.55
	PUD	ACCT #2027-9465-7	TRANSPORTATION MANAGEM	67.99
	PUD	ACCT #2024-2648-2	PUBLIC SAFETY BLDG.	81.09
	PUD	ACCT #2022-8858-5	TRANSPORTATION MANAGEM	93.65
	PUD	ACCT #2012-2506-7	PARK & RECREATION FAC	154.72
	PUD	ACCT #2052-3927-0	TRAFFIC CONTROL DEVICES	192.42
	PUD	ACCT #2052-3773-8	TRAFFIC CONTROL DEVICES	231.20
	PUD	ACCT #2012-4769-9	STREET LIGHTING	521.72
17938	RICOH USA, INC.	COPIER CHARGES	PROBATION	5.66
	RICOH USA, INC.		WASTE WATER TREATMENT F	6.82
	RICOH USA, INC.		COMMUNITY CENTER	11.61
	RICOH USA, INC.		MAINTENANCE	12.80

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87938	RICOH USA, INC.	COPIER CHARGES	GENERAL SERVICES - OVERH	13.14
	RICOH USA, INC.		UTILITY BILLING	17.73
	RICOH USA, INC.		CITY CLERK	19.78
	RICOH USA, INC.		FINANCE-GENL	19.78
	RICOH USA, INC.		PARK & RECREATION FAC	42.03
	RICOH USA, INC.		POLICE PATROL	70.08
	RICOH USA, INC.		MUNICIPAL COURTS	74.53
	RICOH USA, INC.		ENGR-GENL	107.73
	RICOH USA, INC.		PERSONNEL ADMINISTRATIO	113.39
	RICOH USA, INC.		DETENTION & CORRECTION	140.59
	RICOH USA, INC.		LEGAL - PROSECUTION	140.84
	RICOH USA, INC.		EXECUTIVE ADMIN	146.30
	RICOH USA, INC.		UTIL ADMIN	177.00
	RICOH USA, INC.		COMMUNITY DEVELOPMENT-	224.57
	RICOH USA, INC.		POLICE INVESTIGATION	249.68
	RICOH USA, INC.		OFFICE OPERATIONS	731.12
87939	ROBERTS MOTORS INC	DRIVER'S DOOR WINDOW	EQUIPMENT RENTAL	315.04
87940	ROY ROBINSON	TAILGATE CLIPS & HANDLE BEZEL	EQUIPMENT RENTAL	49.59
	ROY ROBINSON	HORN ACTIVATION WIRE, PAD & CO	EQUIPMENT RENTAL	103.13
	ROY ROBINSON	SHIFT CONTROL ASSEMBLY	EQUIPMENT RENTAL	261.77
87941	SALINAS, LINDA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
87942	SEATTLE VISITING NUR	IMMUNIZATION	EXECUTIVE ADMIN	84.00
87943	SENTINEL OFFENDER SE	ELEC HOME MONITORING SERVICE/T	DETENTION & CORRECTION	121.52
	SENTINEL OFFENDER SE	ELEC HOME MONITORING SERVICE	DETENTION & CORRECTION	979.91
87944	SHERWIN WILLIAMS	PUSH PAINTER	ROADWAY MAINTENANCE	54.49
87945	SIX ROBBLEES INC	CREDIT	EQUIPMENT RENTAL	-31.99
	SIX ROBBLEES INC	TIRE INFLATION GAUGE & WHEEL W	EQUIPMENT RENTAL	5.18
	SIX ROBBLEES INC		EQUIPMENT RENTAL	43.40
	SIX ROBBLEES INC	SNOW CABLE CHAINS	EQUIPMENT RENTAL	95.51
	SIX ROBBLEES INC		EQUIPMENT RENTAL	95.51
	SIX ROBBLEES INC		EQUIPMENT RENTAL	95.51
	SIX ROBBLEES INC		EQUIPMENT RENTAL	95.51
	SIX ROBBLEES INC		EQUIPMENT RENTAL	95.52
	SIX ROBBLEES INC		EQUIPMENT RENTAL	95.52
	SIX ROBBLEES INC	TIRE INFLATION GAUGE & WHEEL W	EQUIPMENT RENTAL	729.75
37946	SKILLPATH SEMINARS	TRAINING-ISOM, D	POLICE TRAINING-FIREARMS	149.00
37947	SMOKEY POINT CONCRET	4 YDS CDF & SHORT LOAD	WASTE WATER TREATMENT F	455.03
37948	SMOKEY POINT PLANT	TREES	UTIL ADMIN	2,482.05
37949	SNAP-ON INCORPORATED	HEAVY DUTY IMPACT TIRE GUN	EQUIPMENT RENTAL	885.86
37950	SNO CO PUBLIC WORKS	SOLID WASTE DISPOSAL FEES	SOLID WASTE OPERATIONS	127,834.00
37951	SNO CO TREASURER	INMATE PRESCRIPTIONS AND MEDIC	DETENTION & CORRECTION	459.61
37952	SNO CO TREASURER	INMATE HOUSING-SEPT 2013	DETENTION & CORRECTION	45,831.18
37953	SNOHOMISH COUNTY	RENTAL FEES/DEPOSIT REFUND	PARKS-RECREATION	80.00
37954	SONITROL	SECURITY MICROPROX PATCHES	PERSONNEL ADMINISTRATIO	54.30
37955	SOUND POWER	DIAGNOSE & REPLACE BLADE	WATER RESERVOIRS	20.72
	SOUND POWER		STORM DRAINAGE	20.72
	SOUND POWER		ROADWAY MAINTENANCE	20.73
	SOUND POWER	SMALL TOOL REPAIRS	ROADSIDE VEGETATION	41.30
	SOUND POWER		ROADSIDE VEGETATION	42.19
	SOUND POWER	TUNE & DIAGNOSE HONDA	WATER RESERVOIRS	51.73

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 FOR INVOICES FROM 10/17/2013 TO 10/23/2013**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
87955	SOUND POWER	TUNE & DIAGNOSE HONDA	STORM DRAINAGE	51.73
	SOUND POWER		ROADWAY MAINTENANCE	51.73
	SOUND POWER	SMALL TOOL REPAIRS	ROADSIDE VEGETATION	95.51
	SOUND POWER		ROADSIDE VEGETATION	223.80
87956	SOUND PUBLISHING	LEGAL AD	CITY CLERK	33.23
87957	SOUND PUBLISHING	EMPLOYMENT AD	SOLID WASTE OPERATIONS	97.56
87958	SOUND PUBLISHING	LEGAL AD	COMMUNITY DEVELOPMENT-	222.28
87959	SOUND PUBLISHING	LEGAL ADVERTISEMENT	WATER CAPITAL PROJECTS	240.66
87960	SOUND PUBLISHING	EMPLOYMENT AD	SOLID WASTE OPERATIONS	331.13
87961	SOUND SAFETY	LEATHER GLOVES	ER&R	103.74
	SOUND SAFETY	FIRST AID KITS	ER&R	188.15
	SOUND SAFETY	GLOVES & EAR PLUGS	ER&R	379.19
	SOUND SAFETY	RAINGEAR	ER&R	588.13
87962	SPIKES GOLF SUPPLIES	GLOVES AND TEES	GOLF COURSE	155.32
87963	SPRINGBROOK NURSERY	GRAVEL	PARK & RECREATION FAC	46.31
87964	STEWART, KAREN	REFUND CLASS FEES	PARKS-RECREATION	56.00
87965	SUBURBAN PROPANE	PROPANE	MAINTENANCE	1,307.30
87966	SUN MOUNTAIN	MICRO CART	GOLF COURSE	124.00
87967	TAB PRODUCTS CO	OFFICE SUPPLIES	MUNICIPAL COURTS	2,209.22
87968	TAYLOR, JENNIFER	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
87969	TIMEMARK INCORPORATE	ROAD TUBE KIT	ENGR-GENL	846.00
	TIMEMARK INCORPORATE	GAMMA TRAFFIC RECORDERS,BOARD	ENGR-GENL	1,734.36
87970	TORO NSN	TORO NSN PLAN	MAINTENANCE	134.00
	TORO NSN		MAINTENANCE	134.00
87971	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	106.75
87972	UTILITIES UNDERGROUN	EXCAVATION NOTIFICATION	UTILITY LOCATING	480.48
87973	VCA ANIMAL MEDICAL	ANIMAL CARE MP13-4391	ANIMAL CONTROL	87.63
	VCA ANIMAL MEDICAL	ANIMAL CARE MP12-47647	ANIMAL CONTROL	104.99
	VCA ANIMAL MEDICAL	ANIMAL CARE MP13-4391	ANIMAL CONTROL	113.70
	VCA ANIMAL MEDICAL		ANIMAL CONTROL	357.90
	VCA ANIMAL MEDICAL		ANIMAL CONTROL	720.22
87974	VERIZON/FRONTIER	WIRELESS PHONE CHARGES	SOLID WASTE CUSTOMER EX	24.23
	VERIZON/FRONTIER		ANIMAL CONTROL	26.47
	VERIZON/FRONTIER		LEGAL-GENL	40.01
	VERIZON/FRONTIER		UTILITY BILLING	48.46
	VERIZON/FRONTIER		GOLF ADMINISTRATION	48.46
	VERIZON/FRONTIER		EQUIPMENT RENTAL	48.46
	VERIZON/FRONTIER		FACILITY MAINTENANCE	48.46
	VERIZON/FRONTIER		CRIME PREVENTION	50.70
	VERIZON/FRONTIER		YOUTH SERVICES	52.94
	VERIZON/FRONTIER		FINANCE-GENL	54.25
	VERIZON/FRONTIER		PERSONNEL ADMINISTRATIO	54.25
	VERIZON/FRONTIER		OFFICE OPERATIONS	105.88
	VERIZON/FRONTIER		LEGAL - PROSECUTION	108.50
	VERIZON/FRONTIER		COMPUTER SERVICES	123.88
	VERIZON/FRONTIER		PARK & RECREATION FAC	126.94
	VERIZON/FRONTIER		EXECUTIVE ADMIN	142.72
	VERIZON/FRONTIER		RECREATION SERVICES	175.40
	VERIZON/FRONTIER		DETENTION & CORRECTION	185.29
	VERIZON/FRONTIER		ENGR-GENL	215.41



**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 10/17/2013 TO 10/23/2013**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
87974	VERIZON/FRONTIER	WIRELESS PHONE CHARGES	POLICE INVESTIGATION	225.47
	VERIZON/FRONTIER		COMMUNITY DEVELOPMENT-	233.85
	VERIZON/FRONTIER		STORM DRAINAGE	258.08
	VERIZON/FRONTIER		WASTE WATER TREATMENT F	259.60
	VERIZON/FRONTIER		GENERAL SERVICES - OVERF	369.24
	VERIZON/FRONTIER		POLICE ADMINISTRATION	452.71
	VERIZON/FRONTIER		UTIL ADMIN	975.43
	VERIZON/FRONTIER		POLICE PATROL	2,920.39
87975	VERIZON/FRONTIER	ACCT #36065774950927115	STREET LIGHTING	38.60
	VERIZON/FRONTIER	ACCT #36065836350725085	UTIL ADMIN	42.72
	VERIZON/FRONTIER		COMMUNITY DEVELOPMENT-	42.72
87976	WA GEODETIC SURVEY	REGISTRATION-DOOP	ENGR-GENL	90.00
87977	WASTE MANAGEMENT	RECYCLE PILOT SERVICE-SEPT. 20	RECYCLING OPERATION	1,187.10
87978	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	POLICE PATROL	194.99
	WEST PAYMENT CENTER		LEGAL - PROSECUTION	649.13
87979	WESTERN PETERBILT	ACCESSORY BELTS	EQUIPMENT RENTAL	110.96
87980	WIDE FORMAT COMPANY	INSTALLATION CHARGE CREDIT	COMMUNITY DEVELOPMENT-	-865.05
	WIDE FORMAT COMPANY	MAINTENANCE AGREEMENT-OCT. 201	UTIL ADMIN	106.43
	WIDE FORMAT COMPANY	WIDE FORMAT SCANNER RENTAL	COMMUNITY DEVELOPMENT-	2,075.03
	WIDE FORMAT COMPANY		COMMUNITY DEVELOPMENT-	2,075.03
87981	WIGGINS, JANINE*	UB 720620000002 2201 STURGEON	WATER/SEWER OPERATION	223.88
87982	WILBUR-ELLIS	VEGETATION CONTROL PRODUCTS	SIDEWALKS MAINTENANCE	134.66
87983	WINELAND, CARL	CDL UPGRADE FEE	WATER DIST MAINS	10.00
87984	WOOD, TAMMY	RENTAL FEES/DEPOSIT REFUND	PARKS-RECREATION	20.00
	WOOD, TAMMY		GENERAL FUND	100.00
87985	ZEE MEDICAL SERVICE	FIRST AID RESUPPLY	MAINT OF GENL PLANT	97.07
<b>WARRANT TOTAL:</b>				<b><u>363,600.02</u></b>

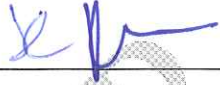
**REASON FOR VOIDS:**  
 INITIATOR ERROR  
 WRONG VENDOR  
 CHECK LOST/DAMAGED IN MAIL  
 UNCLAIMED PROPERTY

# *Index #2*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 11/12/13**

AGENDA ITEM: Contract Award: Police Evidence Building Expansion	
PREPARED BY: Kyle Woods, Engineering Technician  DEPARTMENT: Engineering	DIRECTOR APPROVAL: 
ATTACHMENTS: <ul style="list-style-type: none"> <li>• Vicinity Map Exhibit</li> </ul>	
BUDGET CODE: 00105830.548000	AMOUNT: \$X

**SUMMARY:**

The Police Evidence Building Expansion Project will expand the footprint of the existing evidence storage and provide additional covered storage space for evidence. It will also provide covered parking on the West side of the police evidence lot. The bid will be split into two schedules:

Schedule A: Covered carport – The covered carport will provide lighting, security, and covered storage for private vehicles in police custody. The carport will provide protection from the weather, and dissuade vandalism of the impounded vehicles.

Schedule B: Evidence Building Expansion – The expansion onto the existing building will provide 2450 square feet of additional storage space for evidence.

X bids were received and the low bidder is TBD.

Contract Bid (Includes Sales Tax):	\$	X
Management Reserve:	\$	X
Total:	\$	X

**RECOMMENDED ACTION:** Staff recommends that Council Authorize the Mayor to award the bid for the Police Evidence Building Expansion Project to TBD in the amount of \$X including Washington State Sales Tax and approve a management reserve of \$X for a total allocation of \$X.

76TH ST NE

44TH AVE NE

Project Location



PUBLIC SAFETY BUILDING

GROVE ST

COLUMBIA AVE

ALDER ST

LIBERTY LN



# Evidence Building Expansion

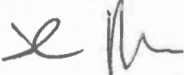
THE CITY OF MARYSVILLE DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS OF THIS DATA FOR ANY PARTICULAR PURPOSE, EITHER EXPRESSED OR IMPLIED. NO REPRESENTATION OR WARRANTY IS MADE CONCERNING THE ACCURACY, COMPLETENESS, CURRENTNESS OR QUALITY OF DATA DEPICTED. ANY USER OF THIS DATA ASSUMES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

# *Index #3*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 11/12/13**

<b>AGENDA ITEM:</b> Marysville Transportation Benefit District	
<b>PREPARED BY:</b> John Cowling	<b>DIRECTOR APPROVAL:</b> 
<b>DEPARTMENT:</b> Public Works	
<b>ATTACHMENTS:</b> Ordinance	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>

**SUMMARY:**

The City under the Constitution of the State of Washington is responsible for the improvement, maintenance, protection and operation of public ways within the corporate limits of the City. To better preserve and maintain the City's transportation infrastructure, it is in the City's best interest to establish a Transportation Benefit District for the levying of additional revenue sources within the district, consistent with State RCW's.

The attached ordinance enacts a new Chapter 12.06 Marysville Transportation Benefit District within the Marysville Municipal Code. Additionally the ordinance establishes a Transportation Benefit District, specifying the boundaries, specifying the maintenance and preservation of existing transportation improvements, and fixing a time when the same shall become effective.

**RECOMMENDED ACTION:**

Staff recommends City Council authorize the Mayor to sign the Ordinance regarding the Marysville Transportation Benefit District

CITY OF MARYSVILLE  
Marysville, Washington

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, AMENDING THE MARYSVILLE CITY CODE TO ENACT A NEW CHAPTER 12.06 MARYSVILLE TRANSPORTATION BENEFIT DISTRICT, ESTABLISHING A TRANSPORTATION BENEFIT DISTRICT, SPECIFYING THE BOUNDARIES FOR THE TRANSPORTATION BENEFIT DISTRICT, SPECIFYING THE MAINTENANCE AND PRESERVATION OF EXISTING TRANSPORTATION IMPROVEMENTS, AND FIXING A TIME WHEN THE SAME SHALL BECOME EFFECTIVE.

WHEREAS, the City Council of the City of Marysville has the responsibility under the Constitution of the State of Washington for the improvement, maintenance, protection and operation of public ways within the corporate limits of the City pursuant to RCW 35A.11.020 and Chapter 35A.47 RCW; and

WHEREAS, the improvement, maintenance, protection and operation of public ways requires preserving existing transportation improvements to avoid both catastrophic failure of the improvements which would require significant additional funds to reconstruct, as well as their gradual deterioration; and

WHEREAS, the number one priority in the “Washington Transportation Plan for 2007-2026” adopted by the Washington Transportation Commission (“State Transportation Plan”) is to preserve and extend prior investments in existing transportation facilities and the services they provide to people and commerce; and

ORDINANCE -1

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WHEREAS, the State Transportation Plan identifies in Section II that there is no more fundamental transportation investment than existing system preservation – keeping the physical infrastructure in safe and efficient operating condition; and

WHEREAS, the State Transportation Plan on page 72 establishes unfunded high priorities of state-wide significance and includes the need to “[p]reserve, maintain and operate city streets \$6 billion” thereby recognizing that the shortfall in funding to preserve, maintain and operate city streets is a matter of state-wide significance; and

WHEREAS, the investment principles from the Puget Sound Regional Council “Destination 2030 Metropolitan Transportation Plan for the Central Puget Sound Region” state that the first priority should be to maintain, preserve, make safe, and optimize existing transportation infrastructure and services and Regional Transportation. Policy 8.3 identifies the importance of maintaining and preserving the existing urban and rural transportation systems in a safe and usable state; and

WHEREAS, the City has limited transportation funding to pay for necessary transportation preservation and maintenance; and

WHEREAS, the funding dedicated for the preservation and maintenance of the City’s transportation infrastructure has been dramatically reduced due to the passage of Initiative 695 in 1999 and Initiative 776 in 2002, resulting in the significant loss of Motor Vehicle Excise Taxes and Snohomish County Local Vehicle License fees; and

WHEREAS, while dedicated revenues have decreased, the ongoing annual costs to preserve and maintain the City’s transportation infrastructure continue to rise

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leaving the City unable to continue to adequately preserve and maintain the City's transportation infrastructure; and

WHEREAS, Chapter 36.73 RCW provides for the establishment of transportation benefit districts and for the levying of additional revenue sources for transportation improvements within the District that are consistent with existing state, regional, and local transportation plans and necessitated by existing or reasonably foreseeable congestion levels; and

WHEREAS, RCW 35.21.225 authorizes the City Council to establish a transportation benefit district subject to the provisions of Chapter 36.73 RCW; and

WHEREAS, the City desires to form a transportation benefit district which includes the entire City of Marysville as the boundaries currently exist or as they may exist following future annexations; and

WHEREAS, prior to establishing a transportation benefit district, the City Council shall conduct a public hearing upon proper notice, which shall describe the functions and purposes of the proposed transportation benefit district; and

WHEREAS, the City provided notice of and conducted the public hearing on November 12, 2013, regarding the proposed establishment of a transportation benefit district in accordance with RCW 36.73.050; and

WHEREAS, the City Council of the City of Marysville finds it to be in the best interests of the City to establish a citywide transportation benefit district for the preservation and maintenance of the City's transportation infrastructure consistent with

ORDINANCE -3

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Chapter 36.73 RCW, to protect the City’s long-term investments in that infrastructure, to reduce the risk of transportation facility failure, to improve safety, to continue optimal performance of the infrastructure over time, and to avoid more expensive infrastructure replacements in the future; and

WHEREAS, the City Council of the City of Marysville shall be the governing body for the transportation benefit district acting in an ex officio and independent capacity;

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

Section 1. Purpose. The purpose of this Ordinance is to establish a transportation benefit district pursuant to RCW 35.21.225 and RCW 36.73. The City Council finds it is in the public interest to provide adequate levels of funding for the purposes of ongoing transportation improvements that preserve, maintain and as appropriate, construct or reconstruct the transportation infrastructure of the City of Marysville, consistent with Chapter 36.73 RCW.

Section 2. Creation of New City Code Chapter Providing for Formation of a transportation benefit district. The City of Marysville adopts a new chapter 12.06 to the Marysville Municipal Code entitled “Marysville Transportation Benefit District,” which is set forth as follows:

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**12.06.010 Establishing transportation benefit district.**

There is created a transportation benefit district to be known as the Marysville Transportation Benefit District or “District” with geographical boundaries comprised of the corporate limits of the City as they currently exist or as they may exist following future annexations.

**12.06.020 Governing board.**

A. The governing board “Board” of the transportation benefit district shall be the Marysville City Council acting in an ex officio and independent capacity, which shall have the authority to exercise the statutory powers set forth in Chapter 36.73 RCW. The Board shall be known as the “Marysville Transportation Benefit District Board.”

B. The treasurer of the transportation benefit district shall be the City Finance Director.

C. The Board shall develop a material change policy to address major plan changes that affect project delivery or the ability to finance the plan, pursuant to the requirements set forth in RCW 36.73.160(1). At a minimum, if a transportation improvement exceeds its original cost by more than twenty percent, as identified in the District’s original plan, a public hearing shall be held to solicit public comment regarding how the cost change should be resolved.

D. The Board shall issue an annual report, pursuant to the requirements of RCW 36.73.160(2).

**12.06.030 Functions of the District.**

The District Board may authorize a vehicle tax fee of up to \$20 per vehicle as provided for by RCW 82.80.140. Any expansion of the authorized purposes of the District shall be undertaken only after notice, hearing and adoption of an ordinance in accordance with RCW 36.73.050(2)(b) or a vote of the people pursuant to RCW 36.73.065(3).

B. When authorized by the voters pursuant to the

requirements of Chapter 36.73, other taxes, fees, charges and tolls or increases in these revenue services may be assessed for the preservation, maintenance and operations of City streets. Additional transportation improvements may be added to the functions of the District upon compliance with the requirements of said chapter.

C. The Board shall have and exercise all powers and functions provided by Chapter 36.73 to fulfill the functions of the District.

**12.06.040 Transportation improvements funded.**

The funds generated by the transportation benefit district shall be used for transportation improvements that preserve, maintain and operate the existing transportation infrastructure of the City, consistent with the requirements of Chapter 36.73 RCW and may include but shall not be limited to “transportation improvements” as defined in RCW 36.73.015(4). The funds may be utilized for any lawful purpose under the Chapter; but all funds raised through the TBD shall be expended only for such preservation, construction, maintenance and operation in accordance with the provisions of Chapter 36.73 RCW as the same exists or is hereafter amended. The funds expended by the District shall preserve, maintain and operate the City's previous investments in the transportation infrastructure, reduce the risk of transportation facility failure, improve safety, continue the cost-effectiveness of the City's infrastructure investments, and continue the optimal performance of the transportation system. Additional transportation improvement projects may be funded only after compliance with the provisions of RCW 36.73.050(2)(b) following notice, public hearing and enactment of an authorizing ordinance.

**12.06.050 Dissolution of District.**

The transportation benefit district shall be automatically dissolved when all indebtedness of the District has been retired and when all of the District's anticipated responsibilities have been satisfied. Street preservation, maintenance and operation are ongoing, long-term obligations of the City. Pursuant to RCW 36.73.050 and 36.73.170 the District shall automatically dissolve when all indebtedness of the District has been retired and anticipated responsibilities have been satisfied, but in no event without further action of the Marysville City Council shall the District extend more than 20 years from the effective date of this ordinance.

Section 3. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause or phrase of this ordinance.

Section 4. Effective Date. Pursuant to RCW 35A.47.040, this ordinance has been passed at least five days after its first introduction and by a majority of the whole membership of the City Council at a regular meeting. This ordinance, shall take effect five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

CITY OF MARYSVILLE

By \_\_\_\_\_  
JON NEHRING, MAYOR

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Attest:

By \_\_\_\_\_  
APRIL O'BRIEN, DEPUTY CITY CLERK

Approved as to form:

By \_\_\_\_\_  
GRANT K. WEED, CITY ATTORNEY

ORDINANCE -8

W/M-10-052/ord.amending transp.benefit.dist. 10.4.13

# *Index #4*

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

**CITY COUNCIL MEETING DATE: November 12, 2013**

AGENDA ITEM: CDBG – Program Year 2013 Annual Action Plan Amendment	AGENDA SECTION: Public Hearing	
PREPARED BY: Chris Holland, Planning Manager	APPROVED BY:	
ATTACHMENTS: 1. Citizen Advisory Committee Recommendation 2. PY2013 DRAFT Annual Action Plan		
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

**DESCRIPTION:**

On April 8, 2013 Marysville City Council approved an Annual Action Plan (AAP) for Program Year (PY) 2013, allocating \$218,000 for Public Facility & Infrastructure (PF&I), Public Services (PS) and Administration. The US Department of Housing & Urban Development (HUD) informed the City of Marysville that the total amount of Community Development Block Grant (CDBG) funding available for PY2013 is \$323,711.

On August 1, 2013 the Community Development Department (CD) provided notice that the City would be accepting grant application for the additional CDBG funding allocated to the City of Marysville. CD received two (2) new grant applications, three (3) supplemental applications for PF&I and one (1) supplemental application for PS projects for PY2013.

On September 17, 2013 the Citizen Advisory Committee for Housing and Community Development (CAC) reviewed the new and supplemental grant applications and determined that each were an eligible activity, met a national objective and complied with the Marysville 2012 – 2016 Consolidated Plan. Additionally, the CAC recommended CD Staff amend the PY2013 AAP, allocating the additional funding as indicated on the attached Recommendation from the CAC (see Exhibit A).

Based on this recommendation CD Staff prepared an amended PY2013 AAP and released for 30-day public review and comment in accordance with the Marysville Consolidated Plan Appendix A: *Citizen Participation Plan*. No comments have been received to date.

**RECOMMENDED ACTION:**

Approve the amended Program Year 2013 Annual Action Plan and direct Staff to provide a summary of, and response to any comments received during the public hearing into the amended Annual Action Plan, and forward to the U.S. Department of Housing and Urban Development.

**COUNCIL ACTION:**





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

## PY2013 Additional CDBG Funding Recommendation

The Citizen Advisory Committee (CAC) for Housing and Community Development, having held a public meeting on September 17, 2013, in order to review new grant applications, for the additional funding allocated by the U.S. Department of Housing and Urban Development (HUD), does hereby enter the following findings, conclusions and recommendation for consideration by the Marysville City Council:

### FINDINGS:

1. On April 8, 2013, Marysville City Council approved an Annual Action Plan (AAP) for Program Year (PY) 2013, allocating \$218,000 for Public Facility & Infrastructure (PF&I), Public Services (PS) and Administration.
2. HUD informed the City of Marysville that the total amount of Community Development Block Grant (CDBG) funding available for PY2013 is \$323,711.
3. On August 1, 2013 the Community Development Department provided notice in accordance with the Marysville Consolidated Plan Appendix A: *Citizen Participation Plan* that the City would be accepting grant applications for the additional CDBG funding allocated to the City of Marysville. Grant applications were due no later than 4 p.m. on August 30, 2013.
4. The Community Development Department received two (2) new grant applications, and three (3) supplemental applications for Public Facility and Infrastructure (PF&I) projects, and one (1) supplemental application for Public Service (PS) projects for PY2013.
5. The CAC reviewed the new grant applications for PY2013 and has determined that each PF&I and PS project is an eligible activity, meets a national objective and complies with the Marysville 2012 – 2016 Consolidated Plan.
6. The CAC recommends allocating the additional PY2013 funding as indicated on attached **Exhibit A**.

### CONCLUSIONS:

At the public meeting, held on September 17, 2013, the CAC reviewed the new grant applications for PY2013 and has determined that each PF&I and PS project is an eligible activity, meets a national objective and complies with the Marysville 2012 – 2016 Consolidated Plan.

### RECOMMENDATION:

The CAC recommends Community Development staff amend PY2013 Annual Action Plan, allocating the additional funding as indicated on attached **Exhibit A**, for review and approval by Marysville City Council, this **17<sup>th</sup> day of September, 2013**.

By:   
Greg Kanehen, CAC Chair

Organization	Activity	PY 2013 Allocation	PY2013 Additional Funds Requested	PY2013 CAC Recommended Additional Funding	PY2013 TOTAL FUNDING
<b>CAPITAL PROJECTS</b>					
City of Marysville PW	10 <sup>th</sup> Street Sidewalk Improvements	\$20,000	\$0	N/A	\$20,000
City of Marysville Parks	Comeford Park Improvement	\$50,000	\$0	N/A	\$50,000
City of Marysville Parks	Jennings Park Restrooms ( <b>new project</b> )	\$0	\$28,000	\$28,000	\$28,000
Senior Services of Snohomish County	Minor Home Repair	\$40,000	\$69,311	\$24,367	\$64,367
Marysville Boys & Girls Club	Kitchen Improvements ( <b>new project</b> )	\$0	\$10,000	\$10,000	\$10,000
Quilceda Community Services	"Willow Place" Building Upgrades	\$12,500	\$10,750	\$10,750	\$23,250
Housing Hope	"Beachwood Apartments" Playground Improvement	\$19,900	\$8,194	\$8,194	\$28,094
<b>TOTAL</b>		<b>\$142,400</b>	<b>\$126,255</b>	<b>\$81,311</b>	<b>\$223,711</b>
<b>PUBLIC SERVICES</b>					
Mercy Housing NW	Senior Housing Supportive Services	\$3,700	\$0	N/A	\$3,700
Domestic Violence – Legal Advocacy	Legal Services	\$7,500	\$0	N/A	\$7,500
Marysville Food Bank	"Backpack Program"	\$6,000	\$0	N/A	\$6,000
Catholic Community Services	Volunteer Chore Services	\$5,000	\$4,000	\$4,000	\$9,000
Housing Hope	"Beachwood Apartments" Supportive Services – Homelessness	\$9,800	\$0	N/A	\$9,800
<b>TOTAL</b>		<b>\$32,000</b>	<b>\$4,000</b>	<b>\$4,000</b>	<b>\$36,000</b>
<b>ADMINISTRATION</b>					
City of Marysville	Planning and Administration	\$43,600	\$20,400	\$20,400	\$64,000
<b>PY2013 AAP Allocation</b>		<b>\$218,000</b>			
<b>PY2013 Funds Received from HUD</b>					<b>\$323,711</b>
<b>PY2013 CAC RECOMMENDATION</b>					
<b>CAPITAL PROJECTS</b>		<b>\$223,711</b>	<b>69.11%</b>	<b>65% minimum</b>	
<b>PUBLIC SERVICES</b>		<b>\$36,000</b>	<b>11.12%</b>	<b>15% maximum</b>	
<b>ADMINISTRATION</b>		<b>\$64,000</b>	<b>19.77%</b>	<b>20% maximum</b>	
<b>PY2013 TOTAL</b>		<b>\$323,711</b>	<b>100%</b>		



# **COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

## **Program Year 2013 DRAFT Amended Annual Action Plan**

**Release Date: September 27, 2013**  
**Comments Due: October 28, 2013 4:00 PM**  
**City Council Approval:**

Community Development Department ♦ 80 Columbia Avenue ♦ Marysville, WA 98270  
<http://marysvillewa.gov> ♦ (360) 363-8100 ♦ Office Hours: Mon – Fri 7:30 AM – 4:00 PM

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## **SECTION 1.0: *Program Year 2013 Annual Action Plan***

Each year of the Consolidated Plan, the City is required to develop an Annual Action Plan, which outlines the specific projects and funding allocations for the program year. Funded projects and activities are designed to support the strategies and objectives described in the Strategic Plan.

The 2013 Action Plan describes the eligible projects and activities the City proposes to undertake with available CDBG funds in the 2013 program year, as well as how the projects and activities are consistent with the 2012-2016 Consolidated Plan strategies and objectives.

The 2013 Action Plan is the second application by the City of Marysville for CDBG funds and the second update to the City's 2012-2016 Consolidated Plan. Information contained in the Plan indicate the amount of funds granted to the City for the program year and a description of how the funds will be allocated to meet the City's Strategies and Objectives contained in the 2012-2016 Consolidated Plan. The Plan covers program year 2013, which runs from July 1, 2013 through June 30, 2014.

On June 18, 2013, the City was notified that it would be required to complete an amendment to the Annual Action Plan submitted to HUD on April 17, 2013 to reflect the actual grant amounts received. The 2013 Action Plan is amended to capture the expenditure of the actual funds that were made available to the City by HUD. The amendment describes how the funds will be allocated to meet the City's Strategies and Objectives contained in the 2012-2016 Consolidated Plan.

### ***Project Selection Process***

In June, 2012 the City notified the community of the availability of CDBG funding for program years 2012 and 2013. 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.

For program year 2013, the City received six (6) applications for Public Services and six (6) for Capital Projects. City staff reviewed the proposals for completeness and CDBG eligibility. One of the public service applications was determined to be ineligible (Allen Creek Community Church – The River Path Residential Program).

Community Development Staff provided the Citizen Advisory Committee (CAC) for Housing and Community Development copies of the grant applications and CDBG Federal Regulations at an orientation meeting held on July 26, 2012.

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.

On October 23, 2012 the CAC held a public meeting 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.

On December 10, 2012 City Council affirmed the CAC recommendation and funding allocation for PY2013.

On May 30, 2013, the City of Marysville was notified by HUD that the actual amount of federal funds that would be available for the 2013 program year was \$323,711, approximately \$105,000 more than originally estimated.

On August 1, 2013 the City provided notice in accordance with Marysville Consolidated Plan Appendix A: *Citizen Participation Plan* that the City would be accepting grant applications for the additional CDBG funding allocated to the City of Marysville. Grant applications were due no later than 4 p.m. on August 30, 2013.

The City received two (2) new grant applications, and three (3) supplemental applications for Capital Projects, and one (1) supplemental application for Public Service projects for PY2013 City staff reviewed the proposals for completeness and CDBG eligibility.

Community Development Staff provided the Citizen Advisory Committee (CAC) for Housing and Community Development copies of the grant applications for the additional funds available for PY2013. On September 17, 2013, the CAC held a public meeting to evaluate each application in accordance with the scoring criteria outlined in the Capital Project and Public Service Application. The CAC determined that each Capital and Public Service project is an eligible activity, meets a national objective and complies with the Marysville 2012 – 2016 Consolidated Plan. The CAC made a funding recommendation to City Council and directed City staff to amend the PY2013 Annual Action Plan and release for 30-day public review.

## ***Resources – 91.220(c)(1) and (c)(2)***

The City of Marysville anticipated receiving \$218,000 in federal funding for the 2013 program year under the CDBG program. The actual amount of federal funding received was \$323,711. The City anticipates that these funds will help leverage funding from other public and private resources. CDBG funding will be allocated in 2013 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 (69%): \$223,711
- Public services (11%): \$36,000
- Planning and administration (20%): \$64,000

Capital projects will include activities related to housing, rehabilitation, 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 2013 program year. Specific annual objectives and goals are outlined in HUD Tables 3A: 2013 Summary of Specific Annual Objectives in Section 2.0.

<b>Affordable Housing</b>	
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
Housing Strategy 2 (AHS-2)	Preserve and increase the affordable housing stock
Housing Objective 3 (AHO-3)	Provide incentives to public, private, and nonprofit partners to retain, maintain, and/or expand the affordable housing stock
<b>Homeless</b>	
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

<b>Non-homeless Special Needs</b>	
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
<b>Community Development</b>	
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 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 Objective 1 (INO-1)	Improve the safety and livability of low- and moderate-income neighborhoods by addressing service gaps in infrastructure
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 2013 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 2013 program year to address priority needs and specific objectives identified in the Consolidated Plan. The summary also includes proposed accomplishments. Proposed capital projects would be completed within the 2013 program year. Additional details are listed in HUD Table 3C: 2013 Consolidated Plan Listing of Projects, contained in Section 2.0.



Project	Amount	Objective	Outcome	One-Year Goal
<b>Affordable Housing</b>				
Senior Services of Snohomish County Home Rehabilitation Program	\$64,367	Decent Housing	Affordability	60 Housing Units
Housing Hope Playground Rehabilitation	\$28,094	Suitable Living Environment	Affordability	1 Housing Unit
<b>Homeless</b>				
Housing Hope Housing and Supportive Services	\$9,800	Decent Housing	Affordability	70 Individuals
<b>Non-Homeless Special Needs</b>				
Mercy Housing Northwest Services for Seniors and Persons with Disability	\$3,700	Suitable Living Environment	Availability/ Accessibility	38 Individuals
Catholic Community Services Volunteer Chore Services	\$9,000	Suitable Living Environment	Availability/ Accessibility	95 Individuals
<b>Community Development – Infrastructure</b>				
City of Marysville Public Works 10 <sup>th</sup> Street Sidewalk Improvement	\$20,000	Suitable Living Environment	Availability/ Accessibility	1,000 Individuals
<b>Community Development – Public Facilities</b>				
City of Marysville Parks Comeford Park Improvements	\$50,000	Suitable Living Environment	Availability/ Accessibility	1 Public Facility
Quilceda Community Services Willow Place Upgrades	\$23,250	Suitable Living Environment	Availability/ Accessibility	1 Facility
Boys & Girls Club of Snohomish County Kitchen Improvements	\$10,000	Suitable Living Environment	Availability/ Accessibility	1 Public Facility
City of Marysville Parks Jennings Park Restroom Renovation	\$28,000	Suitable Living Environment	Availability/ Accessibility	1 Public Facility
<b>Community Development – Public Services</b>				
Marysville Food Bank Food for Thought Backpack Program	\$6,000	Suitable Living Environment	Availability/ Accessibility	60 Individuals
DV Services of Snohomish County	\$7,500	Suitable Living Environment	Availability/ Accessibility	100 Individuals
<b>Planning and Administration</b>				
City of Marysville	\$64,000	N/A	N/A	N/A

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

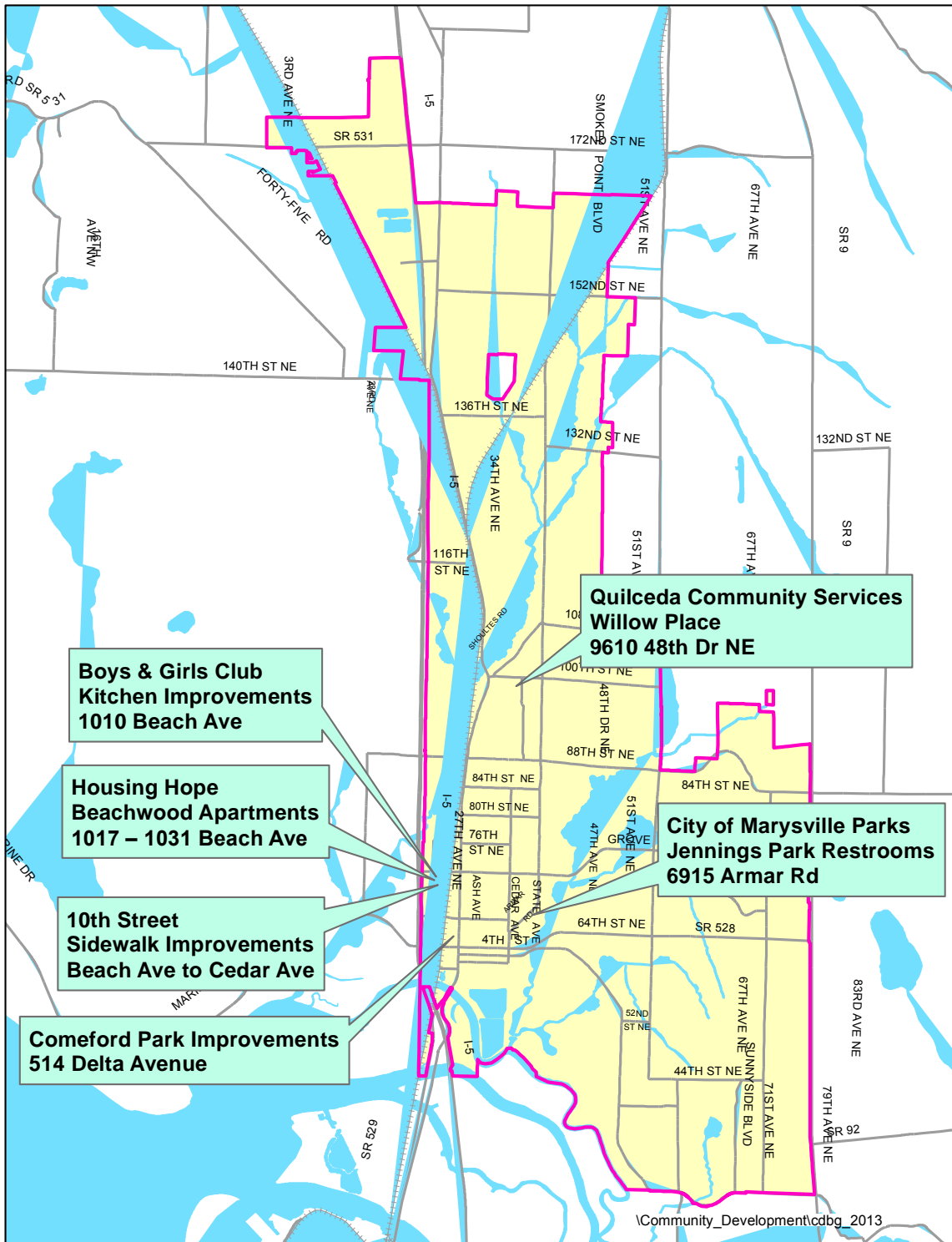
- **Suitable Living Environment.** Generally, this applies to activities that are designed to benefit communities, families, or individuals by addressing issues in their living environment.

- **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.

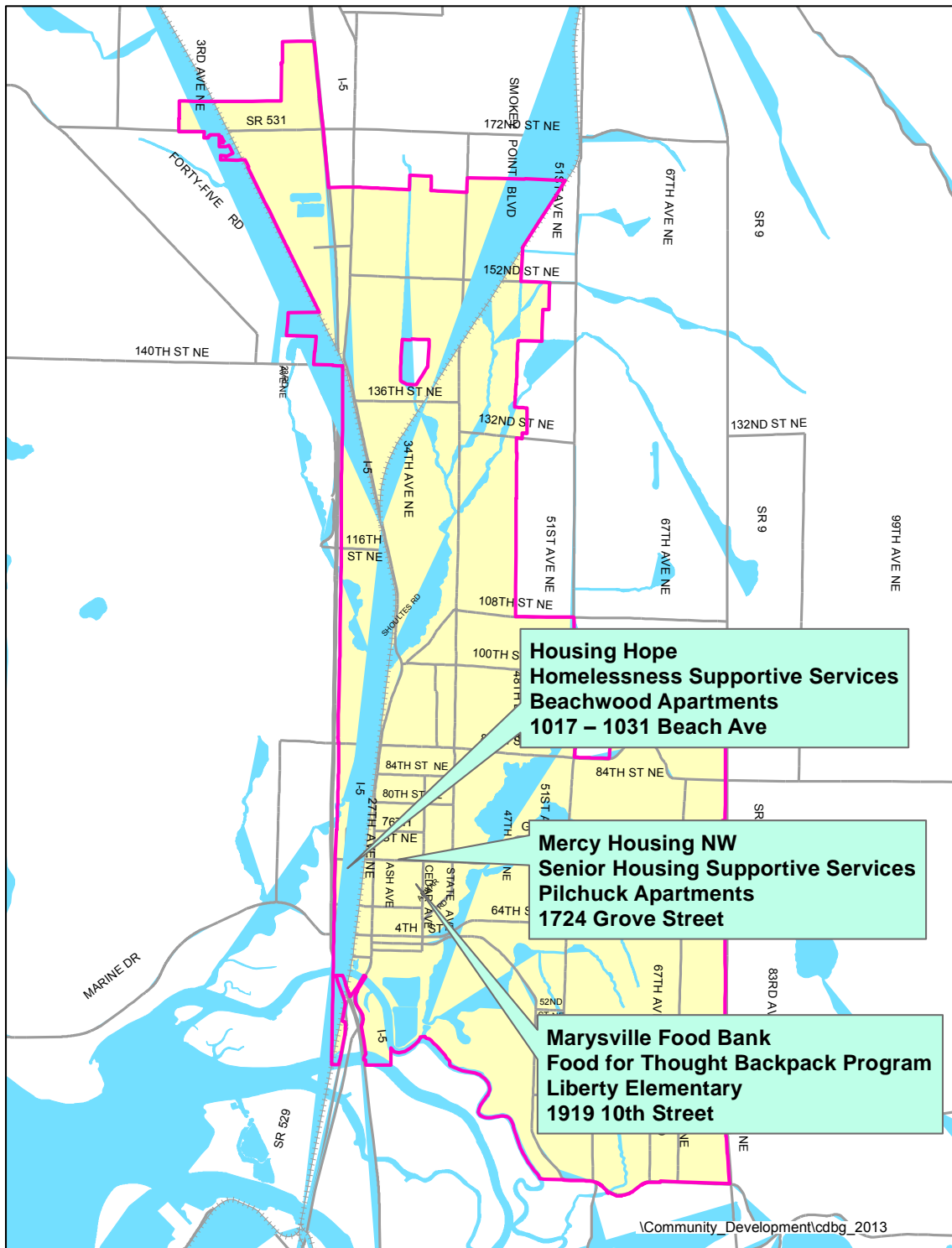
Figure 1: Program Year 2013 – Capital Projects



**CAPITAL PROJECTS LOCATED CITY-WIDE**

<sup>1</sup>Senior Service of Snohomish County – Minor Home Repair

Figure 2: Program Year 2013 – Public Services



**PUBLIC SERVICES LOCATED CITY-WIDE**

<sup>1</sup>Catholic Community Services – Volunteer Chore Services

<sup>2</sup>Domestic Violence Services of Snohomish County – Legal Advocacy Services

### ***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 in the 2012-2016 Consolidated Plan.

Allocation priorities and investments for the 2013 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 60 special needs households with affordable housing through activities that rehabilitate existing units. Additional details are outlined in HUD Table 3B: 2013 Annual Affordable Housing Completion Goals contained in Section 2.0.

### ***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 273 individuals over the program year.

### ***Barriers to Affordable Housing – 91.220(j)***

During the 2013 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.

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 research 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.

### ***Other Actions – 91.220(k)***

#### **Citizen Participation Process**

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. The City and the 9-member Citizen Advisory Committee (CAC) for Housing and Community Development will continue to enhance the level of guidance from the community, enhance coordination between public and nonprofit agencies, and support further development of the institutional structure.

#### **Fair Housing**

The “Analysis of Impediments to Fair Housing Choice” (AI) is required by the U.S. Department of Housing and Urban Development (HUD) of all state and local governments receiving housing and community development funds.

The City of Marysville is included in Snohomish County Urban Consortium’s Analysis of Impediments to Fair Housing Choice (AI) dated September 14, 2012 for certain HUD programs. The AI was prepared for Snohomish County Human Services Department by BBC Research and Consulting. The following Impediments to Fair Housing Choice and Action Items were identified in the AI.

**IMPEDIMENT NO. 1:** Residents report experiencing discrimination, but few know what to do.

- Many residents described alleged acts of fair housing violations in both the resident survey and focus groups conducted for this AI. The discriminatory acts mostly took the form of refusal to rent or offering different rental terms to racial and ethnic minorities. Although these descriptions of alleged discriminatory actions were not investigated per se as part of this AI, the pattern and volume of descriptions suggests that discriminatory activity is occurring in the County.

**IMPEDIMENT NO. 2:** Information about fair housing is difficult to find.

- Marysville has no fair housing contact information on the website
- City office has no fair housing information, advised to contact the County

**IMPEDIMENT NO. 3:** Land use and zoning regulations in many jurisdictions create fair housing barriers.

**IMPEDIMENT NO. 4:** Limited transit options for low income, disabled, senior residents and refugees create a fair housing barrier

- Limited transit may create an impediment to fair housing choice because it could have the effect of preventing certain protected classes from accessing housing, employment, services and amenities at the same level as other residents.

**IMPEDIMENT NO. 5:** Hispanic and African American mortgage loan applicants are denied loans at much higher rates than Whites.

- Marysville is one of three jurisdictions with the greatest gap between denials by race, with Whites having a much lower denial rate compared to non-Whites.
- Marysville is one of three jurisdictions with the greatest gap between denials by ethnicity, with non-Hispanics having a much lower denial rate compared to Hispanics.

Based upon data collected and compiled for Snohomish County's AI, the following fair housing action items are recommended to reinforce current fair housing efforts:

**ACTION ITEM 1:** Improve and make more uniform fair housing information on County and jurisdictional websites.

**ACTION ITEM 2:** Establish fair housing points of contact within jurisdictions and develop a comprehensive fair housing educational campaign.

**ACTION ITEM 3:** Encourage jurisdictions to reduce barriers in their zoning regulations and land use policies.

**ACTION ITEM 4:** Monitor lending disparities.

**ACTION ITEM 5:** Increase the stock of affordable housing and affordable housing options Countywide, especially deeply subsidized rentals

**ACTION ITEM 6:** Seek funding or other resources to support housing providers with capacity needs for a program to reduce tenant cultural biases and conflicts.

**ACTION ITEM 7:** As the economy strengthens, enhance transit and access to social services.

**ACTION ITEM 8:** Evaluate the subcontracting process.

### ***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 2013 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.

### ***Program Year 2013 Annual Action Plan Adoption Process***

On January 8, 2013, the CAC reviewed the DRAFT Program Year 2013 Annual Action Plan (PY2013 AAP) and recommended Staff provide 30-day public notice and comment in accordance with the Citizen Participation Plan

adopted as Appendix A in the 2012 – 2016 Consolidated Plan. 30-day public notice was provided on January 31, 2013, as follows:

- A summary of the DRAFT PY2013 AAP was published in the Marysville Globe
- An electronic summary was sent to the mailing list of interested agencies and persons maintained by the Community Development Department
- Copies of the DRAFT PY2013 AAP were made available at:
  - Marysville Public Library
  - City Clerk's office
  - Community Development Department
  - City of Marysville's web page

On September 17, 2013, the CAC held a public meeting to evaluate each application in accordance with the scoring criteria outlined in the Capital Project and Public Service Application. The CAC determined that each Capital and Public Service project is an eligible activity, meets a national objective and complies with the Marysville 2012 – 2016 Consolidated Plan. The CAC made a funding recommendation to City Council and directed City staff to amend the PY2013 Annual Action Plan and release for 30-day public review in accordance with the Citizen Participation Plan adopted as Appendix A in the 2012-2016 Consolidated Plan. 30-day public notice was provided on October 1, 2013 as follows:

- A summary of the DRAFT Amended PY2013 AAP was published in the Marysville Globe
- An electronic summary was sent to the mailing list of interested agencies and persons maintained by the Community Development Department
- Copies of the DRAFT PY2013 AAP were made available at:
  - Marysville Public Library
  - City Clerk's office
  - Community Development Department
  - City of Marysville's web page

### CAC Recommendation

On March 5, 2013 the CAC recommended City Council approve the PY2013 AAP.

On September 17, 2013, the CAC made a funding recommendation to City Council and directed City staff to amend the PY2013 Annual Action Plan and release for 30-day public review.

### Public Hearing

Marysville City Council held a public hearing on April 8, 2013 to consider the CAC recommendation related to the PY2013 AAP and to receive public comment. After review of the CAC recommendation and after considering the public comments received at the public hearing, Marysville City Council approved the PY2013 AAP and directed Staff to forward the approved plan to the US Department of Housing and Urban Development.

**INSERT PUBLIC HEARING DATE FOR COUNCIL REVIEW OF AMENDED AAP.**



## Public Comments

**INSERT PUBLIC COMMENTS.**

## PY2013 AAP Calendar

January 8, 2013	CAC Review of DRAFT PY2013 AAP
January 31, 2013	30 Day public notice and comment period
March 5, 2013	CAC Recommendation to City Council
April 8, 2013	Council Public Hearing and Approval of PY2013 AAP
April 2013	PY2013 AAP submitted to HUD

## PY2013 AMENDED AAP Calendar

September 17, 2013	CAC Review of new Grant Applications and Funding Recommendation
October 1, 2013	30 Day public notice and comment period
November 12, 2013	Council Public Hearing and Approval of Amended PY2013 AAP
November 2013	Amended PY2013 AAP submitted to HUD

## SECTION 2.0: 2013 Action Plan HUD Tables

### Table 3A: 2013 Summary of Specific Annual Objectives

Obj #	Specific Objectives	Sources of Funds	Performance Indicators	Expected Number	Actual Number	Outcome/Objective*
<b>Owner Housing</b>						
AHO-1	Provide assistance for improving the safety and accessibility of housing units that benefit seniors and persons with physical or developmental disabilities	CDBG	Number of housing units assisted	60		DH-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	CDBG	Number of housing units assisted	60		DH-2
AHO-3	Provide incentives to public, private, and nonprofit partners to retain, maintain, and/or expand the affordable housing stock	CDBG	Number of Households	1		SL-2
<b>Homeless</b>						
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	CDBG	Number of individuals served	70		DH-2
<b>Special Needs</b>						
SNO-1	Provide support for housing and social services programs that enable special needs populations to safely live with dignity and independence	CDBG	Number of individuals served	133		SL-1
<b>Community Development – Infrastructure</b>						
INO-1	Improve the safety and livability of low- and moderate-income neighborhoods by addressing service gaps in infrastructure	CDBG	Number of individuals served	1,000		SL-1

Obj #	Specific Objectives	Sources of Funds	Performance Indicators	Expected Number	Actual Number	Outcome/Objective*
<b>Community Development – Public Facilities</b>						
PFO-1	Improve the safety and livability of low- and moderate-income neighborhoods by addressing service gaps in public facilities	CDBG	Number of public facilities improved	1		SL-1
PFO-3	Increase access to quality public and private facilities in low- and moderate-income areas by providing funds for rehabilitation	CDBG	Number of public facilities improved	3		SL-1
<b>Community Development – Public Services</b>						
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	CDBG	Number of individuals served	160		SL-1

**\*Outcome/Objective Codes**

	Availability/Accessibility	Affordability	Sustainability
<b>Decent Housing</b>	DH-1	DH-2	DH-3
<b>Suitable Living Environment</b>	SL-1	SL-2	SL-3
<b>Economic Opportunity</b>	EO-1	EO-2	EO-3

**Table 3B: 2012 Annual Affordable Housing Completion Goals**

Grantee Name:	Expected Annual Number of Units To Be Completed	Actual Annual Number of Units Completed	Resources used during the period			
			CDBG	HOME	ESG	HOPWA
<b>Program Year:</b>						
<b>BENEFICIARY GOALS (Sec. 215 Only)</b>						
Homeless households			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Non-homeless households	60		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Special needs households			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Total Sec. 215 Beneficiaries*</b>	60		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>RENTAL GOALS (Sec. 215 Only)</b>						
Acquisition of existing units			<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Production of new units			<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Rehabilitation of existing units			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rental Assistance			<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
<b>Total Sec. 215 Affordable Rental</b>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>HOME OWNER GOALS (Sec. 215 Only)</b>						
Acquisition of existing units			<input type="checkbox"/>	<input type="checkbox"/>		
Production of new units			<input type="checkbox"/>	<input type="checkbox"/>		
Rehabilitation of existing units	60		<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Homebuyer Assistance			<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
<b>Total Sec. 215 Affordable Owner</b>	60		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>COMBINED RENTAL AND OWNER GOALS (Sec. 215 Only)</b>						
Acquisition of existing units			<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Production of new units			<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Rehabilitation of existing units	60		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rental Assistance			<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Homebuyer Assistance			<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
<b>Combined Total Sec. 215 Goals*</b>	60		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>OVERALL HOUSING GOALS (Sec. 215 + Other Affordable Housing)</b>						
Annual Rental Housing Goal			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Annual Owner Housing Goal	60		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Total Overall Housing Goal</b>	60		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

\* The total amounts for "Combined Total Sec. 215 Goals" and "Total Sec. 215 Beneficiary Goals" should be the same number.

**Table 3C: 2012 Consolidated Plan Listing of Projects**

**Table 3C**  
**Consolidated Plan Listing of Projects**

**Jurisdiction's Name:** City of Marysville

**Priority Need:** Affordable Housing Strategy

**Project Title:** Senior Services of Snohomish County - Minor Home Repair Program

**Description:**

Minor home repair (MHR) assists low-income elderly and disabled homeowners by providing health and safety related repairs that they cannot perform on their own. Senior Services of Snohomish County mission is to promote independence, preserve dignity and enhance the quality of life through the provision of services for older adults and people with disabilities.

**Objective category:**  Suitable Living Environment  Decent Housing  Economic Opportunity

**Outcome category:**  Availability/Accessibility  Affordability  Sustainability

**Location/Target Area**

Available to low-income homeowners city-wide

**Street Address:** N/A (city-wide)

**City, State, Zipcode:** Marysville, WA 98270

Objective Number AHO-1, AHO-2	Project ID PY13-BC001
HUD Matrix Code 14A	CDBG Citation 24 CFR 570.202
Type of Recipient Private Non-profit/Local Govt.	CDBG National Objective 24 CFR 570.208(a)(3)
Start Date (mm/dd/yyyy) 07/01/2013	Completion Date (mm/dd/yyyy) 06/30/2014
Performance Indicator Housing Units	Annual Units 60
Local ID	Units Upon Completion 60

**Funding Sources:**

CDBG	\$64,367.00
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$64,367.00

The primary purpose of the project is to help:  the Homeless  Persons with HIV/AIDS  Persons with Disabilities  Public Housing Needs

**Table 3C  
Consolidated Plan Listing of Projects**

**Jurisdiction's Name:** City of Marysville

**Priority Need:**  
Affordable Housing Strategy

**Project Title:**  
Housing Hope – Beachwood Apartments Playground Improvement Project

**Description:**  
Housing Hope provides affordable housing and services to individuals and families experiencing or at-at risk of homelessness. The proposed project calls for the replacement of the current playground equipment serving 2-5 year olds with new play structures providing a more creative, interactive play experience. The project also includes a new site design and layout that will put the site's two play structures in closer proximity within the same courtyard. This project serves 20 families (45 children), living at the Beachwood Apartment complex in Marysville.

**Objective category:**  Suitable Living Environment     Decent Housing     Economic Opportunity  
**Outcome category:**  Availability/Accessibility     Affordability     Sustainability

**Location/Target Area**  
Beachwood Apartments

**Street Address:** 1017 – 1031 Beach Avenue  
**City, State, Zipcode:** Marysville, WA 98270

Objective Number AHO-3	Project ID PY13-BC006
HUD Matrix Code 14B	CDBG Citation 24 CFR 570.202
Type of Recipient Private Non-profit	CDBG National Objective 24 CFR 570.208(a)(2)
Start Date (mm/dd/yyyy) 07/01/2013	Completion Date (mm/dd/yyyy) 06/30/2014
Performance Indicator Housing Unit	Annual Units 1
Local ID	Units Upon Completion 1

**Funding Sources:**

CDBG	\$28,094.00
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$28,094.00

The primary purpose of the project is to help:  the Homeless     Persons with HIV/AIDS     Persons with Disabilities     Public Housing Needs

**Table 3C**  
**Consolidated Plan Listing of Projects**

**Jurisdiction's Name:** City of Marysville

**Priority Need:**

Homeless Strategy – Public Service

**Project Title:**

Housing Hope – Beachwood Apartments Homelessness Supportive Services

**Description:**

Housing Hope provides affordable housing and comprehensive services to individuals and families experiencing or at-at risk of homelessness. Services include case management, adult education and 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. This project serves 20 families (70 individuals), living at the Beachwood Apartment complex in Marysville.

**Objective category:**  Suitable Living Environment  Decent Housing  Economic Opportunity  
**Outcome category:**  Availability/Accessibility  Affordability  Sustainability

**Location/Target Area**

Beachwood Apartments Supportive Services

**Street Address:** 1017 – 1031 Beach Avenue

**City, State, Zipcode:** Marysville, WA 98270

Objective Number HMO-2	Project ID PY13-BC001
HUD Matrix Code 05	CDBG Citation 24 CFR 570.201(e)
Type of Recipient Private Non-profit	CDBG National Objective 24 CFR 570.208(a)(2)
Start Date (mm/dd/yyyy) 07/01/2013	Completion Date (mm/dd/yyyy) 06/30/2014
Performance Indicator People	Annual Units 70
Local ID	Units Upon Completion 70

**Funding Sources:**

CDBG	\$9,800.00
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	\$116,931.00
Total	\$126,731.00

The primary purpose of the project is to help:  the Homeless  Persons with HIV/AIDS  Persons with Disabilities  Public Housing Needs



**Table 3C**  
**Consolidated Plan Listing of Projects**

**Jurisdiction's Name:** City of Marysville

**Priority Need:**

Community Development – Non-Homeless Special Needs Strategy - Public Service

**Project Title:**

Mercy Housing NW – Senior Housing Supportive Services

**Description:**

Provide on-site service coordination to low-income elderly residents at Pilchuck Apartments in Marysville. The program will provide both group programming 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.

**Objective category:**  Suitable Living Environment     Decent Housing     Economic Opportunity  
**Outcome category:**  Availability/Accessibility     Affordability     Sustainability

**Location/Target Area**

Available to low-income seniors and/or persons with a disability at Pilchuck Apartments

**Street Address:** 1724 Grove Street

**City, State, Zipcode:** Marysville, WA 98270

Objective Number SNO 1	Project ID PY13-BP005
HUD Matrix Code 05A	CDBG Citation 24 CFR 570.201(e)
Type of Recipient Private Non-profit	CDBG National Objective 24 CFR 570.208(a)(2)
Start Date (mm/dd/yyyy) 07/01/2013	Completion Date (mm/dd/yyyy) 06/30/2014
Performance Indicator People	Annual Units 38
Local ID	Units Upon Completion 38

**Funding Sources:**

CDBG	\$ 3,700.00
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	\$ 8,691.00
Total	\$12,391.00

The primary purpose of the project is to help:  the Homeless  Persons with HIV/AIDS  Persons with Disabilities  Public Housing Needs

**Table 3C**  
**Consolidated Plan Listing of Projects**

**Jurisdiction's Name:** City of Marysville

**Priority Need:**

Community Development – Non Homeless Special Needs Strategy - Public Services

**Project Title:**

Catholic Community Services – Volunteer Chore Services

**Description:**

The Volunteer Chore Services program provides ongoing chore-level services to low income elders and functionally disabled adults at risk of losing their independence and/or safety at home. The services provided include tasks such as housework, shopping and errands, laundry, yard work, moving assistance, household repairs, wood prevision, monitoring and communications.

**Objective category:**  Suitable Living Environment  Decent Housing  Economic Opportunity  
**Outcome category:**  Availability/Accessibility  Affordability  Sustainability

**Location/Target Area**

Available to low-income seniors and/or persons with a disability city-wide

**Street Address:** N/A

**City, State, Zipcode:** Marysville, WA 98270

Objective Number SNO-1	Project ID PY13-BP002
HUD Matrix Code 05A	CDBG Citation 24 CFR 570.201(e)
Type of Recipient Private Non-profit	CDBG National Objective 24 CFR 570.208(a)(2)
Start Date (mm/dd/yyyy) 07/01/2013	Completion Date (mm/dd/yyyy) 06/30/2014
Performance Indicator People	Annual Units 95
Local ID	Units Upon Completion 95

**Funding Sources:**

CDBG	\$ 9,000.00
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	\$135,000.00
Total	\$144,000.00

The primary purpose of the project is to help:  the Homeless  Persons with HIV/AIDS  Persons with Disabilities  Public Housing Needs

**Table 3C**  
**Consolidated Plan Listing of Projects**

**Jurisdiction's Name:** City of Marysville

**Priority Need:**

Community Development – Infrastructure

**Project Title:**

City of Marysville Public Works – 10<sup>th</sup> Street Sidewalk Improvements

**Description:**

Continuation of 10<sup>th</sup> Street Sidewalk Improvement project. Project will improve both pedestrian and traffic safety along 10<sup>th</sup> Street and Cedar Avenue thereby promoting better access to the Boys & Girls Club and Cedar Field for those citizens within the community utilizing these facilities. The project will include the construction of approximately 475 LF of curb, gutter and sidewalk, including driveway entrances, to fill in missing sidewalk segments on the south side of 10<sup>th</sup> Street between Cedar Avenue and Beach Avenue. This project will also include the construction of bulb-out ramps at the intersection of Cedar Avenue and 10<sup>th</sup> Street. This will promote shorter crosswalk distances for pedestrians. The bulb-outs will serve as a traffic calming device for Cedar Avenue, which is an arterial.

**Objective category:**  Suitable Living Environment  Decent Housing  Economic Opportunity

**Outcome category:**  Availability/Accessibility  Affordability  Sustainability

**Location/Target Area**

10<sup>th</sup> Street from Beach Avenue to Cedar Avenue  
Sidewalks surrounding public facilities located 529.03

**Street Address:** N/A

**City, State, Zipcode:** Marysville, WA 98270

Objective Number INO-1	Project ID PY13-BC004
HUD Matrix Code 03L	CDBG Citation 24 CFR 570.201(c)
Type of Recipient Local Government	CDBG National Objective 24 CFR 570.208(a)(1)
Start Date (mm/dd/yyyy) 07/01/2013	Completion Date (mm/dd/yyyy) 06/30/2014
Performance Indicator No. of individuals	Annual Units 1,000
Local ID	Units Upon Completion 1,000

**Funding Sources:**

CDBG	\$20,000.00
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$20,000.00

The primary purpose of the project is to help:  the Homeless  Persons with HIV/AIDS  Persons with Disabilities  Public Housing Needs

**Table 3C**  
**Consolidated Plan Listing of Projects**

**Jurisdiction's Name:** City of Marysville

**Priority Need:**

Community Development – Public Facilities

**Project Title:**

City of Marysville Parks Department – Comeford Park Improvement Project

**Description:**

Continuation of the Comeford Park Improvement project. The project will provide significant improvements throughout the entire park creating much needed updates and safety features that will support significant programmed changes to the City's only downtown public recreation facility. Project improvements include an outdoor spray park and industrial/ornamental fencing system surrounding Comeford Park along State Avenue and 6<sup>th</sup> Street.

**Objective category:**  Suitable Living Environment  Decent Housing  Economic Opportunity  
**Outcome category:**  Availability/Accessibility  Affordability  Sustainability

**Location/Target Area**

Park/recreational facilities serving 529.03

**Street Address:** 514 Delta Avenue

**City, State, Zipcode:** Marysville, WA 98270

Objective Number PFO-1	Project ID PY13-BC003
HUD Matrix Code 03F	CDBG Citation 24 CFR 570.201(c)
Type of Recipient Local Government	CDBG National Objective 24 CFR 570.208(a)(1)
Start Date (mm/dd/yyyy) 07/01/2013	Completion Date (mm/dd/yyyy) 06/30/2014
Performance Indicator No. of public facilities	Annual Units 1
Local ID	Units Upon Completion 1

**Funding Sources:**

CDBG	\$50,000.00
ESG	.....
HOME	.....
HOPWA	.....
Total Formula	.....
Prior Year Funds	.....
Assisted Housing	.....
PHA	.....
Other Funding	.....
Total	\$50,000.00

The primary purpose of the project is to help:  the Homeless  Persons with HIV/AIDS  Persons with Disabilities  Public Housing Needs

**Table 3C  
Consolidated Plan Listing of Projects**

**Jurisdiction's Name:** City of Marysville

**Priority Need:**

Non – Homeless Special Needs Strategy

**Project Title:**

Quilceda Community Services – Willow Place Building Upgrades

**Description:**

Quilceda Community Services through Willow Place, provides for specialized recreation programs to serve adults and youth with developmental disabilities. For the purpose of this project, Marysville CDBG funds will be used to make additional energy savings improvements, installation of wheelchair accessible exterior walkways, roof replacement, improved safety through upgraded gravel driveway, and conversion of a windowless spare room into a kiln room.

**Objective category:**  Suitable Living Environment     Decent Housing     Economic Opportunity  
**Outcome category:**  Availability/Accessibility     Affordability     Sustainability

**Location/Target Area**

**Street Address:** 9610 48<sup>th</sup> Drive NE  
**City, State, Zipcode:** Marysville, WA 98270

Objective Number PFO-3	Project ID PY13-BC005
HUD Matrix Code 03B	CDBG Citation 24 CFR 570.202
Type of Recipient Private Non-profit	CDBG National Objective 24 CFR 570.208(a)(2)
Start Date (mm/dd/yyyy) 07/01/2013	Completion Date (mm/dd/yyyy) 06/30/2014
Performance Indicator Facility	Annual Units 1
Local ID	Units Upon Completion 1

**Funding Sources:**

CDBG	\$23,250.00
ESG	.....
HOME	.....
HOPWA	.....
Total Formula	.....
Prior Year Funds	.....
Assisted Housing	.....
PHA	.....
Other Funding	.....
Total	\$23,250.00

The primary purpose of the project is to help:  the Homeless  Persons with HIV/AIDS  Persons with Disabilities  Public Housing Needs

**Table 3C**  
**Consolidated Plan Listing of Projects**

**Jurisdiction's Name:** City of Marysville

**Priority Need:** Non-Homeless Special Needs

**Project Title:** Boys & Girls Club of Snohomish County – Kitchen Remodel

**Description:**

Kitchen Equipment and infrastructure upgrades including purchase and installation of modern, commercial-grade equipment including refrigerators, dishwashers, stoves, and ovens to improve accessibility of nourishing, healthy, and fresh hot meals and snacks to youth.

**Objective category:**  Suitable Living Environment  Decent Housing  Economic Opportunity  
**Outcome category:**  Availability/Accessibility  Affordability  Sustainability

**Location/Target Area**

Located in 529.03, 529.04.02, or 529.05

Targeted population for school-age youth in Marysville, includes youth ages 5-18, with a particular emphasis on low-income and at risk youth.

**Street Address:** 1010 Beach Ave.

**City, State, Zipcode:** Marysville, WA 98270

Objective Number PFO-3	Project ID PY13-
HUD Matrix Code 14A	CDBG Citation 24 CFR 570.202
Type of Recipient Private Non-profit	CDBG National Objective 24 CFR 570.208(a)(2)
Start Date (mm/dd/yyyy) 07/01/2013	Completion Date (mm/dd/yyyy) 06/30/2014
Performance Indicator No. of Public Facilities	Annual Units 1
Local ID	Units Upon Completion 1

**Funding Sources:**

CDBG	\$10,000.00
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	\$23,500.00
Total	\$33,500.00

The primary purpose of the project is to help:  the Homeless  Persons with HIV/AIDS  Persons with Disabilities  Public Housing Needs

**Table 3C**  
**Consolidated Plan Listing of Projects**

**Jurisdiction's Name:** City of Marysville

**Priority Need:** Community Development – Infrastructure

**Project Title:** City of Marysville - Jennings Park Restrooms

**Description:**

Renovation of Men's & Women's Restrooms & Janitor Closet are needed to meet the demands of an estimated 250,000 visits annually. Project requests replacement of fixtures, partitions, lighting, flooring and well treatments and access doors that have been impacted by use and vandalism. New fixtures would be comprised of institutional vandal resistant applications.

**Objective category:**  Suitable Living Environment  Decent Housing  Economic Opportunity

**Outcome category:**  Availability/Accessibility  Affordability  Sustainability

**Location/Target Area**

Located in 529.01.01

**Street Address:** 6915 Armar Road

**City, State, Zipcode:** Marysville, WA 98270

Objective Number PFO-3	Project ID PY13-
HUD Matrix Code 14A	CDBG Citation 24 CFR 570.202
Type of Recipient Local Govt.	CDBG National Objective 24 CFR 570.208(a)(1)
Start Date (mm/dd/yyyy) 07/01/2013	Completion Date (mm/dd/yyyy) 06/30/2014
Performance Indicator No. of Individuals	Annual Units 250,000
Local ID	Units Upon Completion 250,000

**Funding Sources:**

CDBG	\$28,000.00
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$28,000.00

The primary purpose of the project is to help:  the Homeless  Persons with HIV/AIDS  Persons with Disabilities  Public Housing Needs

**Table 3C**  
**Consolidated Plan Listing of Projects**

**Jurisdiction’s Name:** City of Marysville

**Priority Need:**

Community Development – Public Services Strategy

**Project Title:**

Marysville Community Food Bank – “Food for Thought Backpack Program”

**Description:**

Food for Thought Backpack Program provides eight nutritious meals to students at risk of food insecurity on weekends during the school year.

**Objective category:**  Suitable Living Environment  Decent Housing  Economic Opportunity  
**Outcome category:**  Availability/Accessibility  Affordability  Sustainability

**Location/Target Area**

Marysville students that are at high risk for food insecurity at Liberty Elementary School

**Street Address:** N/A

**City, State, Zipcode:** Marysville, WA 98270

Objective Number PSO-2	Project ID PY13-BP003
HUD Matrix Code 05W	CDBG Citation 24 CFR 570.201(e)
Type of Recipient Private Non-profit	CDBG National Objective 24 CFR 570.208(a)(2)
Start Date (mm/dd/yyyy) 07/01/2013	Completion Date (mm/dd/yyyy) 06/30/2014
Performance Indicator People	Annual Units 60
Local ID	Units Upon Completion 60

**Funding Sources:**

CDBG	\$6,000.00
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	\$2,940.00
Total	\$8,940.00

The primary purpose of the project is to help:  the Homeless  Persons with HIV/AIDS  Persons with Disabilities  Public Housing Needs



**Table 3C  
Consolidated Plan Listing of Projects**

**Jurisdiction's Name:** City of Marysville

**Priority Need:**

Community Development – Public Services Strategy

**Project Title:**

Domestic Violence Services of Snohomish County - Legal Advocacy Services

**Description:**

Domestic Violence Services of Snohomish County (DVS) will provide legal advocacy to victims of domestic violence residing the City of Marysville. Domestic Violence Legal Advocacy includes services such as safety planning, education on navigating the justice system, preparation for court appearances and court support, protection orders, immigration support, and parenting plans for victims of domestic violence.

**Objective category:**  Suitable Living Environment  Decent Housing  Economic Opportunity  
**Outcome category:**  Availability/Accessibility  Affordability  Sustainability

**Location/Target Area**

Available to victims of domestic violence city-wide

**Street Address:** N/A

**City, State, Zipcode:** Marysville, WA 98270

Objective Number PSO-2	Project ID PY13-BP004
HUD Matrix Code 05G	CDBG Citation 24 CFR 570.201(e)
Type of Recipient Private Non-profit	CDBG National Objective 24 CFR 570.208(a)(2)
Start Date (mm/dd/yyyy) 07/01/2013	Completion Date (mm/dd/yyyy) 06/30/2014
Performance Indicator People	Annual Units 100
Local ID	Units Upon Completion 100

**Funding Sources:**

CDBG	\$ 7,500.00
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding (State)	\$18,295.00
Total	\$25,795.00

The primary purpose of the project is to help:  the Homeless  Persons with HIV/AIDS  Persons with Disabilities  Public Housing Needs

**Table 3C**  
**Consolidated Plan Listing of Projects**

**Jurisdiction's Name:** City of Marysville

**Priority Need:**

N/A

**Project Title:**

CDBG Planning and Administration

**Description:**

Funds will be used by the City of Marysville to provide general management, oversight, and coordination of the CDBG grant program, which includes activities such as updating the annual action plan; facilitating the citizen participation process; selecting, monitoring, evaluating, and reporting on projects and activities; and other compliance activities as required by HUD.

**Objective category:**  Suitable Living Environment  Decent Housing  Economic Opportunity  
**Outcome category:**  Availability/Accessibility  Affordability  Sustainability

**Location/Target Area**

Support activities city-wide

**Street Address:** 1049 State Avenue

**City, State, Zipcode:** Marysville, WA 98270

Objective Number N/A	Project ID
HUD Matrix Code 21A	CDBG Citation 24 CFR 570.206
Type of Recipient Local Government	CDBG National Objective N/A
Start Date (mm/dd/yyyy) 07/01/2013	Completion Date (mm/dd/yyyy) 06/30/2014
Performance Indicator N/A	Annual Units N/A
Local ID	Units Upon Completion N/A

**Funding Sources:**

CDBG	\$64,000.00
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$64,000.00

The primary purpose of the project is to help:  the Homeless  Persons with HIV/AIDS  Persons with Disabilities  Public Housing Needs

# *Index #5*

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

**CITY COUNCIL MEETING DATE: November 12, 2013**

AGENDA ITEM: CDBG – Program Year 2012 Consolidated Annual Performance and Evaluation Report (CAPER)	AGENDA SECTION: Public Hearing	
PREPARED BY: Chris Holland, Planning Manager	APPROVED BY:	
ATTACHMENTS: 1. Program Year 2012 Draft CAPER		
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

**DESCRIPTION:**

As a recipient of CDBG Program funding, the City of Marysville is required to submit to the U.S. Department of Housing and Urban Development (HUD) a Consolidated Annual Performance and Evaluation Report (CAPER) for Program Year (PY) 2012, or the first year of the City's Five Year Consolidated Plan for 2012-2016. The City of Marysville Community Development Department is responsible for preparing and organizing the CAPER as the administrator of the CDBG Program.

The CAPER provides HUD and the residents of the City an opportunity to evaluate the overall progress of the CDBG Program in carrying out priorities and specific objectives identified in the Consolidated Plan and PY2012 Annual Action Plan. It also describes actions, changes and accomplishments during PY2012 resulting from the CDBG Program funded through HUD.

On October 15, 2013 the Community Development Department (CD) provided notice that the City would be accepting written and oral comments from the public prior to and at a Public Hearing scheduled for November 12, 2013. To date, no written or oral comments have been received.

**RECOMMENDED ACTION:**

Approve the Program Year 2012 Consolidated Annual Performance and Evaluation Report and direct Staff to provide a summary of, and response to any comments received during the public hearing into the Report, and forward to the U.S. Department of Housing and Urban Development.

**COUNCIL ACTION:**



# City of Marysville

## 2012 Program Year CAPER

(Consolidated Annual Performance and Evaluation Report)

### GENERAL

#### Executive Summary

The City of Marysville (City), Washington is a new federal Community Development Block Grant (CDBG) Program entitlement City. The city's first CDBG Program Year (PY) was 2012. The city's fiscal year (FY) for the CDBG Program is July 1 through June 30.

As a recipient of CDBG Program funding, the City of Marysville is required to submit to the U.S. Department of Housing and Urban Development (HUD) a Consolidated Performance and Evaluation Report (CAPER) for Program Year (PY) 2012, or the first year of the City's Five Year Consolidated Plan for 2012-2016. The City of Marysville Community Development Department is responsible for preparing and organizing the CAPER as the administrator of the CDBG Program reflected in this document.

The CAPER provides HUD and the residents of the City an opportunity to evaluate the overall progress of the CDBG Program in carrying out priorities and specific objectives identified in the Consolidated Plan and PY2012 Annual Action Plan. It also describes actions, changes and accomplishments during PY2012 resulting from the CDBG Program funded through HUD.

In pursuing the strategies and objectives outlined in the Consolidated Plan, the City anticipates increasing the affordability of decent rental and 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 sustainability of a suitable living environment for low- and moderate-income residents should increase due to infrastructure and public facilities improvements and support for public services, support for employment-related public services, and economic development should enhance the availability and accessibility of economic opportunities for those in need. Additional details regarding specific objectives and outcomes can be found in Section 6 of the ConPlan.

In Program Year 2012, the City of Marysville received \$217,914 in CDBG formula grant funding to assist it in addressing the needs and priorities of the city. The city has approved the allocation of funding to eight (8) subrecipients to carry out community development activities in attaining the goals and objectives from the Five Year Consolidated Plan for 2012-2016. Table 1 identifies all of the CDBG activities awarded funding for PY2012. CDBG funds have been obligated through the execution of subrecipient agreements for the activities identified in bold font in Table 1.

Table 1: FY2012 Allocation of CDBG Funds

Organization	Activity	PY 2012 Allocation
<b>City of Marysville PW</b>	10 <sup>th</sup> Street Sidewalk Improvements	\$59,645.00
<b>City of Marysville Parks</b>	Comeford Park Improvement	\$40,000.00
<b>Senior Services of Snohomish County</b>	Minor Home Repair	\$38,187.00
<b>Marysville Boys &amp; Girls Club</b>	Replace Basketball Hoops	\$12,000.00
<b>Mercy Housing NW</b>	Senior Housing Supportive Services	\$4,000.00
<b>Domestic Violence – Legal Advocacy</b>	Legal Services	\$7,500.00
<b>Marysville Food Bank</b>	“Backpack Program”	\$3,000.00
<b>Catholic Community Services</b>	Volunteer Chore Services	\$5,000.00
<b>Housing Hope</b>	“Beachwood Apartments” Supportive Services – Homelessness	\$5,000.00

### General Questions

Program Year 1 CAPER General Questions response:

Eight (8) subrecipient agreements have been executed, obligating \$174,332 of PY2012 CDBG funding in addition to the \$43,582 for Program Administration. Those eight (8) activities include the following subrecipients as listed in bold font in Table 1: City of Marysville Parks, City of Marysville Public Works, Senior Services of Snohomish County, Marysville Boys & Girls Club, Mercy Housing Northwest, Domestic Violence Services, Marysville Food Bank, Housing Hope, and Catholic Community Services. A total of over 550 individuals were served in PY2012. Of the Public Services projects, one achieved its goal, three exceeded their one year goals, one did not reach its goal of individuals served, but did achieve number of households goal, and the remaining project met some of its goals, but not all. Of the Capital Facilities projects, two facilities were completed, and the third completed the first phase.

In the 2012 Program Year, \$214,923.45 was expended by the City of Marysville CDBG Program. The activities and operations of these organizations have been vital to the city fulfilling its goals and objectives in assistance to Homeless Needs and Community Development Needs.

Table 2: FY2012 CDBG Program Expenditures

Organization	Objective & Outcome	National Objective	HUD Matrix Code	PY 2012 Allocation
City of Marysville PW	Suitable Living Environment Availability/Accessibility	INO-1	03L	\$59,645.00
City of Marysville Parks	Suitable Living Environment Availability/Accessibility	PFO-1	03F	\$40,000.00
Senior Services of Snohomish County	Decent Housing Affordability	AHO-1, AHO-2	14A	\$38,187.00
Marysville Boys & Girls Club	Suitable Living Environment Availability/Accessibility	PFO-3	03D	\$12,000.00
Mercy Housing NW	Suitable Living Environment Availability/Accessibility	SNO-1	05A	\$4,000.00
Domestic Violence – Legal Advocacy	Suitable Living Environment Availability/Accessibility	PSO-2	05G	\$7,500.00
Marysville Food Bank	Suitable Living Environment Availability/Accessibility	PSO-2	05W	\$3,000.00
Catholic Community Services	Suitable Living Environment Availability/Accessibility	SNO-1	05A	\$5,000.00
Housing Hope	Decent Housing/Affordability	HMO-2	05	\$5,000.00

During the PY2012, \$38,187 of CPD formula grant funds were spent on grant activities under the **Affordable Housing** strategy.

**Goal I: Enable Homeowners to remain in their homes, primarily benefiting senior, persons with disability, and very low-income persons.**

- The City of Marysville allotted \$38,187 of its annual CDBG allocation for the rehabilitation of approximately 50 residential units.

During the PY2012, \$5,000 of CPD formula grant funds were spent on activities under the **Homeless Needs** strategy.

**Goal I: Work to reduce and end homelessness.**

- The City allocated \$5,000 of CDBG funds that provided supportive services that address the needs of the homeless population.

Specifically, funds were utilized by the organization for transitional housing with supportive services and permanent supportive housing to aid families in the transition to self-sufficiency.

- Using the CDBG funds available, the City will continue to work to reduce and work toward ending homelessness in Marysville by providing funds to nonprofit organizations that provide transitional housing with supportive services for families.

During the PY2012, \$9,000 of CPD formula grant funds were spent on grant activities under the ***Non-homeless Special Needs*** strategy.

**Goal I: Support an environment that allows special needs populations to safely live with dignity and independence.**

- The City of Marysville allotted \$9,000 of its annual CDBG allocation to assist approximately 35 individuals.

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.

During the PY2012 Program Year \$122,145 of CDBG grant funds were spent on activities under the Community Development Needs strategy.

**Goal I: Promote a suitable living environment, dignity, self-sufficiency, and economic advancement for low- and moderate-income persons.**

- The City provided \$99,645 of CDBG funds to provide improvements at one public facility and infrastructure improvements in low/moderate-income areas.
- The City allotted \$12,000 to aid in rehabilitation of one privately owned facility in a low- and moderated income area.
- The City allotted \$10,500 of CDBG funds to support programs that provide homeless, special needs, and low-income populations with basic needs and access to essential services.

Many of the concerns held by the City of Marysville CDBG Program from its experiences this past Program Year are a result of it being the city's first year receiving CPD formula grant funds. We began the process part way through the PY2012, which caused the timeline for the administration of the program to be rather brief and rushed. The City will strive to implement program year projects in a more timely manner in future program years, allowing our subrecipients more time to expend the grant funds.

The "Analysis of Impediments to Fair Housing Choice" (AI) is required by the U.S. Department of Housing and Urban Development (HUD) of all state and local governments receiving housing and community development funds. The City of Marysville is included in Snohomish County Urban Consortium's Analysis of Impediments



to Fair Housing Choice (AI) dated September 14, 2012 for certain HUD programs. The AI was prepared for Snohomish County Human Services Department by BBC Research and Consulting. The following Impediments to Fair Housing Choice and Action Items were identified in the AI.

**IMPEDIMENT NO. 1:** Residents report experiencing discrimination, but few know what to do.

**IMPEDIMENT NO. 2:** Information about fair housing is difficult to find.

**IMPEDIMENT NO. 3:** Land use and zoning regulations in many jurisdictions create fair housing barriers.

**IMPEDIMENT NO. 4:** Limited transit options for low income, disabled, senior residents and refugees create a fair housing barrier.

**IMPEDIMENT NO. 5:** Hispanic and African American mortgage loan applicants are denied loans at much higher rates than Whites.

Based upon data collected and compiled for Snohomish County's AI, the following fair housing action items are recommended to reinforce current fair housing efforts:

**ACTION ITEM 1:** Improve and make more uniform fair housing information on City and jurisdictional websites.

**ACTION ITEM 2:** Establish fair housing points of contact within jurisdictions and develop a comprehensive fair housing educational campaign.

**ACTION ITEM 3:** Encourage jurisdictions to reduce barriers in their zoning regulations and land use policies.

**ACTION ITEM 4:** Monitor lending disparities.

**ACTION ITEM 5:** Increase the stock of affordable housing and affordable housing options Countywide, especially deeply subsidized rentals

**ACTION ITEM 6:** Seek funding or other resources to support housing providers with capacity needs for a program to reduce tenant cultural biases and conflicts.

**ACTION ITEM 7:** As the economy strengthens, enhance transit and access to social services.

**ACTION ITEM 8:** Evaluate the subcontracting process.

During the 2012 program year, the City worked 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 specifically explored reducing barriers for production of low-income housing, shelters, transitional housing, housing for elderly and special needs housing.

The City continues 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 continue to coordinate with 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 continue to 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. Beginning in PY2014, the City will be 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.

The City has actively sought funding sources in addition to CDBG to leverage its resources.

## Managing the Process

Program Year 1 CAPER Managing the Process response:

The City monitors the performance of the Subrecipient against goals and performance standards throughout the year. Projects funded by the City are expected to maintain high standards. Performance reports are reviewed by the Citizens Advisory Committee (CAC). Standards and procedures are further outlined below:

- The City will monitor projects closely to ensure that Subrecipient staff members have a good understanding of contractual requirements, project and fiscal administration, performance standards, recordkeeping, and reporting. Issues that need clarification will be addressed.
- All projects will be monitored. Projects that need guidance in achieving performance measures or adhering to contractual requirements will receive technical assistance. Subrecipient staff will be required to attend a meeting with City staff, and/or will receive an on-site monitoring visit.
- Monitoring concerns/findings will be reviewed with Subrecipient staff and documented in writing.
- When applicable, corrective action will be required on a timely basis. Additional time for corrective action may be allowed on a case-by-case basis.
- Subrecipients will be required to provide supporting documentation verifying that deficiencies have been corrected.
- Failure to take corrective action could lead to the withholding or loss of funding to a subrecipient.

By monitoring the Subrecipients activities on a regular basis, the City is able to keep abreast of progress towards goals and performance and ultimately enable program and comprehensive plan compliance.

## Citizen Participation

Program Year 1 CAPER Citizen Participation response:

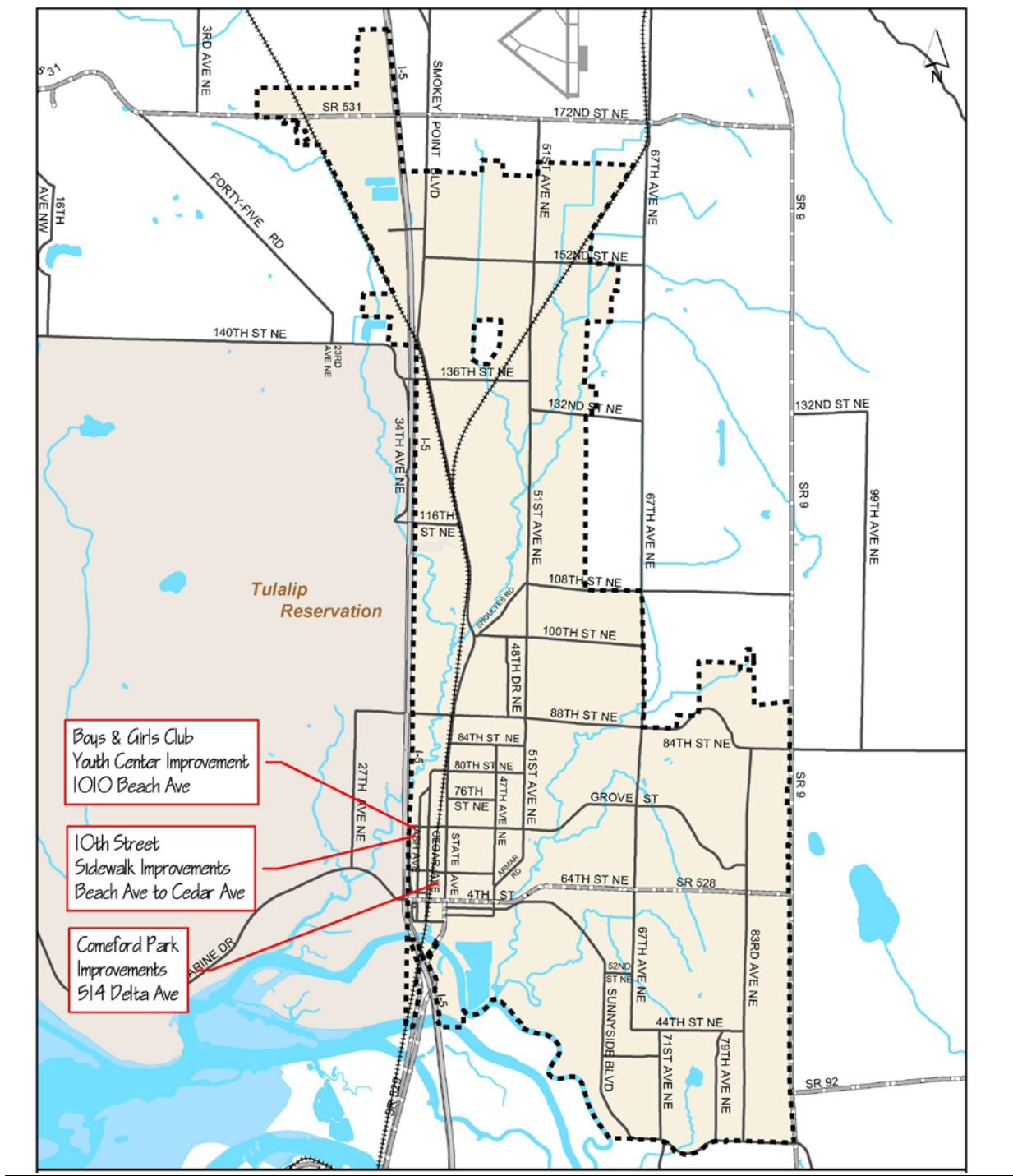
1. Provide a summary of citizen comments.

**ENTER PUBLIC COMMENTS HERE**

## City of Marysville

<b>Project</b>	<b>Amount Committed</b>	<b>Amount Expended</b>
<b>Affordable Housing</b>		
Senior Services of Snohomish County – Home Rehab	\$38,187.00	\$38,104.82
<b>Homeless</b>		
Housing Hope Homeless Housing and Supportive Services	\$5,000.00	\$5,000.00
<b>Non-homeless Special Needs</b>		
CCS – Volunteer Chore Services	\$5,000.00	\$5,000.00
Mercy Housing Northwest	\$4,000.00	\$2,026.46
<b>Community Development – Infrastructure</b>		
City of Marysville PW – 10 <sup>th</sup> Street Sidewalk	\$59,645.00	\$59,645.00
<b>Community Development - Public Facilities</b>		
City of Marysville Parks – Comeford Park Improvement	\$40,000.00	\$40,000.00
Marysville Boys & Girls Club – Youth Center Improvement	\$12,000.00	\$11,907.99
<b>Community Development - Public Services</b>		
Marysville Food Bank – Backpack Program	\$3,000.00	\$3,000.00
DV Services of Snohomish County – Legal Advocacy Services	\$7,500.00	\$6,657.18
<b>Planning and Administration</b>		
City of Marysville	\$43,582.00	\$43,582.00

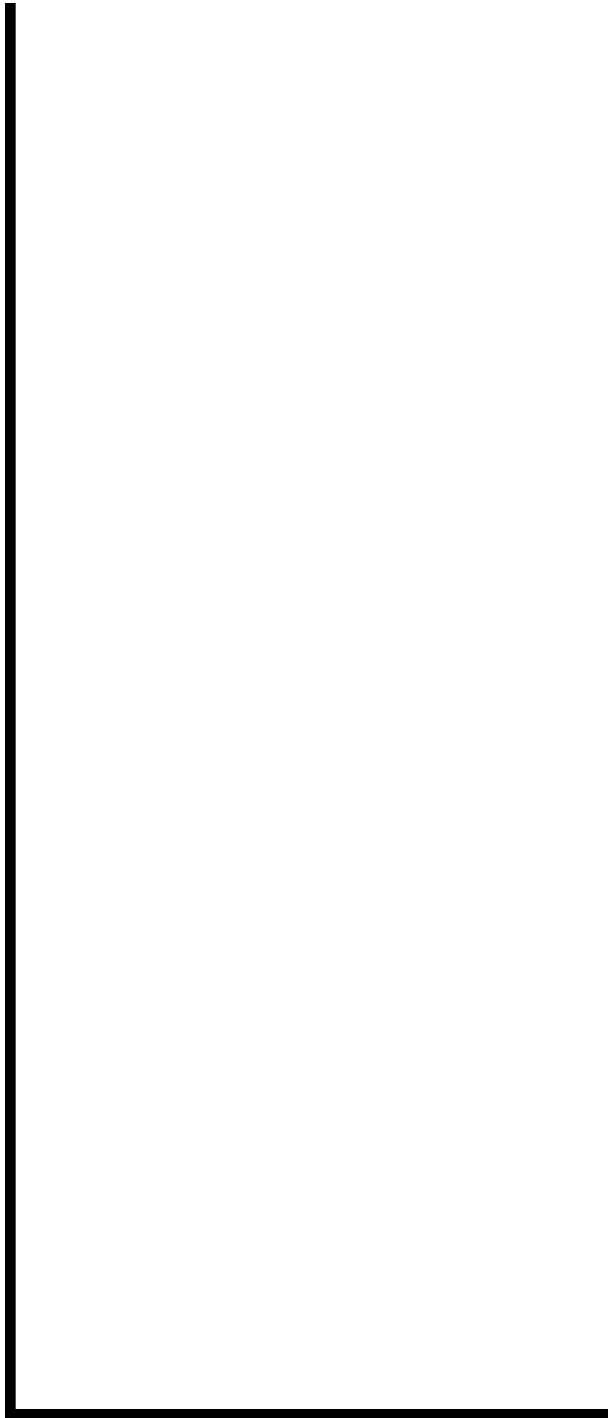
Figure 1: Program Year 2012 – Capital Projects



**CAPITAL PROJECTS LOCATED CITY-WIDE**

<sup>1</sup>Senior Service of Snohomish County – Minor Home Repair

Figure 2: Program Year 2012 – Public Services



**PUBLIC SERVICES LOCATED CITY-WIDE**

<sup>1</sup>Catholic Community Services – Volunteer Chore Services

<sup>2</sup>Domestic Violence Services of Snohomish County – Legal Advocacy Services  
**Institutional Structure**

Program Year 1 CAPER Institutional Structure response:

The city works directly with the implementing agencies identified in its 2012-2016 Consolidated Plan to help coordinate their efforts and attempt to identify and fill any gaps in the existing delivery system that may hamper optimal implementation of CDBG funded activities. Many of these partnerships are still in their infancy stages as the city is a new entitlement city which is still developing its program.

### **Monitoring**

Program Year 1 CAPER Monitoring response:

Subrecipient Agreements state that the City will monitor the performance of the Subrecipient against goals and performance standards throughout the year. Projects funded by the City are expected to maintain high standards. Performance reports will be reviewed by the Citizens Advisory Committee (CAC). Standards and procedures are further outlined below:

- The City will monitor projects closely to ensure that Subrecipient staff members have a good understanding of contractual requirements, project and fiscal administration, performance standards, recordkeeping, and reporting. Issues that need clarification will be addressed.
- All projects will be monitored. Projects that need guidance in achieving performance measures or adhering to contractual requirements will receive technical assistance. Subrecipient staff will be required to attend a meeting with City staff, and/or will receive an on-site monitoring visit.
- Monitoring concerns/findings will be reviewed with Subrecipient staff and documented in writing.
- When applicable, corrective action will be required on a timely basis. Additional time for corrective action may be allowed on a case-by-case basis.
- Subrecipients will be required to provide supporting documentation verifying that deficiencies have been corrected.
- Failure to take corrective action could lead to the withholding or loss of funding to a subrecipient.

Quarterly Progress Reports are due the 10th day of the first month following the quarter for activities which occurred in the previous quarter. The progress reports are an evaluation of what services were provided or what work was performed during the quarter, how beneficiaries' eligibility is determined, and what CDBG eligible expenditures occurred during the quarter.

The City has also met with each of the subrecipients during the program year to discuss progress and future implementation strategies.

The Quarterly Progress Reports allowed the City to track dollars spent and the number of individuals served as well as the progress towards the estimated annual program performance.

Based upon review of the City's performance and accomplishments during the past year, the City is meeting the objectives outlined in the 2012-2016 Consolidated Plan. The City has taken an active role addressing the special needs populations within the community. The City actively pursued the resources identified in its 2012-2016 Consolidated Plan and 2012 Annual Action Plan that it would use to carry out the programs and activities. Target populations were assisted in ways which allowed them to increase the safety and livability of their homes. Facilities for target populations were awarded funds which enabled them to improve their function and accessibility in the community.

The City has been unable to address all the needs within the community as a result of limited resources. After completing our first program year, the City feels that it is better equipped to advertise and educate agencies of the availability of and benefits of CDBG funds as well as implementing new uses of CDBG funding.

### **Lead-based Paint**

Program Year 1 CAPER Lead-based Paint response:

The City continues to provide information regarding lead based paint hazards to Marysville residents. The city allocated CDBG funding to two non-profit housing agencies which provide rehab assistance to low- to- moderate income households. As some of the homes which received assistance were built prior to January 1, 1978, there is a potential that some of them may have contained lead-based paint.

## **HOUSING**

### **Housing Needs**

Program Year 1 CAPER Housing Needs response:

The city allocated CDBG funding to two non-profit housing agencies which provide rehab assistance to low- to- moderate income households. Funds were also awarded to one agency which provides affordable housing and comprehensive services to individuals and families experiencing or at risk of homelessness. The project services 20 families (70 individuals) living at the Beachwood Apartment complex in the city. All households are low to extremely low income. The goals of the project are to maintain permanent housing, increase life skills and increase earned income.

### **Specific Housing Objectives**

Program Year 1 CAPER Specific Housing Objectives response:

In pursuing the strategies and objectives outlined in the 2012-2016 ConPlan, over the next five years, the City anticipates increasing the affordability of decent rental and 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 sustainability of a suitable living environment for low- and moderate-income residents should increase due to infrastructure and public facilities improvements and support for public services, and

support for employment-related public services and economic development should enhance the availability and accessibility of economic opportunities for those in need.

Progress was made in infrastructure and public facility improvements. Two projects were completed with PY2012 CDBG funds which improved the availability, accessibility, and sustainability of suitable living environments for low- and moderate-income residents. Additional funds were expended to support an organization that serves homeless, or at risk of homelessness families with basic needs as well as comprehensive services.

## **Public Housing Strategy**

Program Year 1 CAPER Public Housing Strategy response:

Housing Authority of Snohomish County (HASCO) provides affordable housing, enhances quality of life, and builds safer and stronger communities. The City works in conjunction with HASCO to achieve its public housing goals. HASCO owns 362 rental units in the City, 84 of which serve senior/disabled households and 18 serve homeless families with children.

## **Barriers to Affordable Housing**

Program Year 1 CAPER Barriers to Affordable Housing response:

The City of Marysville recognizes that there are barriers that prevent access to affordable housing for some populations.

With the financial assistance of PY 2012 CDBG funding, Senior Services of Snohomish County and Catholic Community Services are providing housing rehabilitation assistance to homeowners. These activities are ongoing. Housing Hope received CDBG funds and provides services for affordable housing and comprehensive services to individuals and families experiencing or at risk of homelessness.

## **HOME/ American Dream Down Payment Initiative (ADDI)**

Program Year 1 CAPER HOME/ADDI response:

The City of Marysville is not a recipient of HOME or American Dream Down payment Initiative (ADDI) funds. Snohomish County Human Services Department Office of Housing Homelessness and Community Development administers the HOME and ADDI programs.

## **HOMELESS**

### **Homeless Needs**

Program Year 1 CAPER Homeless Needs response:

In PY2012, The City of Marysville awarded CDBG funds a non-profit organization within the community who provide supportive services for those in need, Housing Hope. Housing Hope provides affordable housing and comprehensive services to individuals and families experiencing or at risk of homelessness. The project services 20 families (70

First Program Year CAPER



individuals) living at the Beachwood Apartment complex in the city. All households are low to extremely low income. The goals of the project are to maintain permanent housing, increase life skills and increase earned income.

No new Federal resources were obtained from Homeless SuperNOFA.

### **Specific Homeless Prevention Elements**

Program 1 CAPER Specific Housing Prevention Elements response:

No actions were made in the city's 2012 Program Year to prevent homelessness. The city is not a recipient of Emergency Shelter Grants (ESG) or of Homelessness Prevention and Rapid Re-Housing Program (HPRP) funds. Furthermore, the city did not allocate any PY2012 CDBG funding to assist with payments for emergency lodging, rental assistance or mortgage assistance to prevent homelessness.

### **Emergency Shelter Grants (ESG)**

Program Year 1 CAPER ESG response:

The City of Marysville is not a recipient of the Emergency Shelter Grant.

## **COMMUNITY DEVELOPMENT**

### **Community Development**

Program Year 1 CAPER Community Development response:

The City utilized CDBG funds to provide 10th Street Sidewalk Improvements to improve both pedestrian and traffic safety along 10th Street and Cedar Avenue promoting better access to the Marysville Boys & Girls Club and Cedar Field for those citizens within the community utilizing these facilities. The project included the construction of approximately 475 feet of curb, gutter and sidewalk, including driveway entrances, to fill in missing sidewalk segments on the south side of 10th Street between Cedar Avenue and Beach Avenue. The project also included the construction of bulb-out ramps at the intersection of Cedar Avenue and 10th Street to increase safety with shorter crosswalk distances.

Additional projects included improvements to a local Youth Center and City Park, and housing assistance to target populations.

The City has complied with all Federal Overlay requirements for all projects and activities undertaken during the 2012/2013 PY.

Citizen participation and comments have been solicited through the use of public notices in the local newspaper, direct notification via email to local non-profit collaborations on listserv groups, and mailings to services agencies, service providers, neighborhood groups and other interested parties.

Public meetings and hearings have been held in accordance with the City's Citizen Participation Plan providing an opportunity for community input into what services, projects, or activities the City undertook with Community Development Block Grant funds.

The City has allocated funding to two non-profit housing agencies to perform housing rehabilitation/chore activities. The agencies include Senior Services of Snohomish County and Catholic Community Services. Senior Services served 148 individuals and 56 Households with the \$38,104.82 of granted CDBG funds. Catholic Community Services was able to serve 28 individuals and 6 Households with \$5,000 they were awarded.

### **Antipoverty Strategy**

Program Year 1 CAPER Antipoverty Strategy response:

Poverty results from factors related to the ability to work, the ability to find employment, the ability to earn a living wage, and the availability of assistance for those who are unable to work. The City's anti-poverty strategy focuses on providing resources for programs that reduce the effects of living in poverty and promote self-sufficiency. CDBG funds were awarded to agencies which utilized the funds in the following ways:

- Home improvement activities that assist low- and moderate-income homeowners with needed repairs for health, safety, weatherization, and housing preservation
- Social services that provide or lessen the cost of necessities, such as food, shelter, clothing, health care, and childcare
- Transportation projects that improve pedestrian safety and transit access, particularly for seniors and persons with disabilities
- Outreach activities that promote awareness of housing and social services available for low- and moderate-income residents, accommodating language diversity and persons with limited access to online media

## **NON-HOMELESS SPECIAL NEEDS**

### **Non-homeless Special Needs**

Program Year 1 CAPER Non-homeless Special Needs response:

Consistent with priority needs identified in the Consolidated Plan, during PY2012 the City provided funding for the following activities that addressed priority special needs populations:

- The City provided CDBG funds to Senior Services of Snohomish County to administer the Home Rehabilitation Program. This Program targets low-income seniors and disabled homeowners in need of minor home repairs which provide them with a safer and healthier living environment.
- The City provided CDBG funds to Catholic Community Services to administer the Chore Services Program to assist low-income seniors and disabled homeowners with chore-level in home services.

- The City provided CDBG funds to Mercy Housing Northwest to provide on-site service coordination to low-income elderly residents at Pilchuck Apartments. The program provided both one-on-one assistance and group programming. The program was aimed at enabling seniors to easily access needed services and to age in place with dignity and choice.

### **Specific HOPWA Objectives**

Program Year 1 CAPER Specific HOPWA Objectives response:

The City of Marysville does not directly receive Housing Opportunities for Persons with AIDS (HOPWA) funds as a result the HOPWA needs are unquantifiable.


HOPWA funded programs available to The City of Marysville residents are administered through the City of Seattle, Human Services.

DRAFT

# *Index #6*

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

**CITY COUNCIL MEETING DATE: November 12, 2013**

<b>AGENDA ITEM:</b> 3 <sup>rd</sup> Street Retrofit Project – Professional Services Agreement with Gray and Osborne, Inc.	
<b>PREPARED BY:</b> Jeff Laycock, Project Manager	<b>DIRECTOR APPROVAL:</b> 
<b>DEPARTMENT:</b> Public Works, Engineering	
<b>ATTACHMENTS:</b> Professional Services Agreement including Scope of Work and Fee	
<b>BUDGET CODE:</b> 40250594.563000, D1301	<b>AMOUNT:</b> \$120,000.00

**SUMMARY:**

The 3<sup>rd</sup> Street Retrofit Project will design improvements that will incorporate Low Impact Development (LID) stormwater facilities on 3<sup>rd</sup> Street from Columbia Avenue to Union Avenue. Stormwater runoff on 3<sup>rd</sup> Street currently collects into a conveyance system that discharges directly to Ebey Slough. By incorporating LID, stormwater runoff can be treated and handled within the existing right-of-way. Examples of LID facilities may include rain gardens, pervious pavements, or infiltration systems. The LID improvements could be constructed within new street improvements such as curb ramp bulbouts, medians or traffic circles. These improvements, when combined, will aide in enhancing the streetscape and promoting vehicle and pedestrian safety.

The City has been offered \$120,000 in non-match, non-competitive grant funds from the Department of Ecology for Preconstruction Planning and Design Project for Low Impact Development (LID). The funding agreement is also being presented to Council under the current agenda. This grant is intended to fund the complete design of the 3<sup>rd</sup> Street Retrofit Project at a cost of \$99,824.00. At staff's direction, the contract with G&O will be supplemented up to \$20,176.00, or the full amount of the grant, for additional planning and design on 1<sup>st</sup> Street from State Avenue to Cedar Avenue.

City staff solicited requests for proposals to provide design services for the project. Four firms submitted written proposals. The project consultant selection committee selected Gray and Osborne, Inc. (G&O). G&O demonstrated a clear understanding of the project and is familiar with the goals of the City. G&O has designed and constructed a number of projects that included LID. The attached professional services agreement including scope of work and fee demonstrates an ability to deliver final plans and specifications in order for the project to be shovel-ready. The Department of Ecology is expected to issue a call for projects beginning in September 2014 that could potentially fund construction of the project.

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to sign the Professional Services Agreement with Gray and Osborne, Inc., in the amount of \$99,824.00, to provide design services for the 3<sup>rd</sup> Street Retrofit Project and to authorize an additional \$20,176.00 towards additional LID planning and design as funded under the 2013-15 Municipal Stormwater Capacity Grant Program with the Department of Ecology.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND GRAY AND OSBORNE, INC.  
FOR CONSULTANT SERVICES**

**THIS AGREEMENT** ("Agreement") is made and entered into by and between the City of Marysville, a Washington State municipal corporation ("City"), and Gray and Osborne, Inc., ("Consultant") a Washington corporation licensed to do business in Washington State.

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

**ARTICLE I. PURPOSE**

The purpose of this Agreement is to provide the City with consultant services to plan and design the retrofit of Third Street between Columbia Ave and Union Ave and as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

**ARTICLE II. SCOPE OF SERVICES**

The Scope of Services is attached hereto as **Exhibit "A"** and incorporated herein by this reference ("Scope of Services"). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant's profession.

**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 Scope of Services 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 Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of

services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

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

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work as of the 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 Agreement. The summary of work done shall be prepared at no additional cost to the City.

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

**III.3 TERM.** The term of this Agreement shall commence upon issuance of notice to proceed and shall terminate at midnight, **December 31, 2014**. The parties may extend the term of this Agreement by written mutual agreement.

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

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

**III.6 INDEMNITY.**

a. The Consultant shall at all times indemnify and hold harmless and defend the City, its elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of the 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 Consultant specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, as provided in RCW 4.24.115. The indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts; provided the Consultant's waiver of immunity by the provisions of this paragraph extends only to claims against the Consultant by the City and does not include, or extend to, any claims by the Consultant's employees directly against Consultant. The obligations of Consultant under this subsection have been mutually negotiated by the parties hereto, and Consultant acknowledges that the City would not enter into this Agreement without the waiver thereof of Consultant.

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

e. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

f. 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.

### III.7 INSURANCE.

a. **Minimum Limits of Insurance.** The Consultant shall procure, and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work and services hereunder by the Consultant, its agents, representatives, employees or subcontractors. The Consultant shall, before commencing work under this agreement, file with the City certificates of insurance coverage and the



policy endorsement to be kept in force continuously during this Agreement, in a form acceptable to the City. Said certificates and policy endorsement shall name the City, its officers, elected officials, agents and/or employees as an additional named insured with respect to all coverages except professional liability insurance and workers' compensation. 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.

(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. **Notice of Cancellation.** In the event that the Consultant receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Consultant shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination 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. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

e. **Insurance shall be Primary.** The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

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

g. **Claims-made 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.

**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, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, 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 LEGAL RELATIONS.** The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant 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. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Snohomish County Superior Court.

**III.11 INDEPENDENT CONTRACTOR.**

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions,

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

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

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

**III.12 CONFLICTS OF INTEREST.** The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

**III.13 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.

**III.14 SUBCONTRACTORS/SUBCONSULTANTS.**

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

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants or as set forth in Exhibit A:

PanGEO, Inc.

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

d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

## ARTICLE IV. OBLIGATIONS OF THE CITY

### IV.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed **\$99,824.00** without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

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

c. 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 Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

**IV.3 MAINTENANCE/INSPECTION OF RECORDS.** The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

## ARTICLE V. GENERAL

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

City of Marysville Public Works

Attn: Jeff Laycock, PE

80 Columbia Ave

Maryville, WA 98270

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

Gray and Osborne, Inc.

3710 168<sup>th</sup> St NE, Suite 210

Arlington, WA 98223

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) calendar days' written notice to the Consultant.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section VI.1.

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

**V.4 EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

### **V.5 SEVERABILITY**

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

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

V.6 **NONWAIVER.** 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.

V.7 **FAIR MEANING.** The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

V.8 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

V.9 **VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

V.10 **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

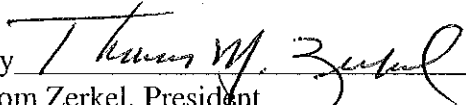
V.11 **AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

CITY OF MARYSVILLE

GRAY AND OSBORNE, INC.

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

By   
Tom Zerkel, President

Approved as to form:

By \_\_\_\_\_  
Grant K. Weed, City Attorney

## EXHIBIT A

### SCOPE OF WORK

#### CITY OF MARYSVILLE 3<sup>RD</sup> STREET RETROFIT

#### PROJECT UNDERSTANDING

The City of Marysville is seeking professional services to assist with the planning, permitting, and design related to the retrofit of 3<sup>rd</sup> Street between Columbia Avenue and Union Avenue. The paved area of the street is currently 48 feet in width and contains angled parking for the western third of the project area, whereas the remaining portion contains parallel parking. Sidewalks with planter strips located between the sidewalks and the paved area exist on both sides throughout the project area. The site is surrounded by both commercial and residential land uses and was recommended to be designated as a "historic street" in the City's 2009 *Downtown Marysville Master Plan*. The City wishes to promote this designation while also providing water quality treatment for runoff. The City would like Gray & Osborne to also review potential LID and water quality improvements along 1<sup>st</sup> Street between the railroad tracks just east of Cedar Avenue and the intersection of 1<sup>st</sup> Street and State Avenue. For both of these sites, the City desires to implement elements that promote vehicle and pedestrian safety as well.

The design will be funded by the Washington State Department of Ecology's Grant Program and therefore, great emphasis will be placed on providing water quality treatment and enhancing runoff from the site. As part of the grant program, the City shall implement at least one low impact development (LID) element. In discussing alternatives with the City, the opportunity exists to segment the 3<sup>rd</sup> Street project site into three areas, each containing a separate treatment or low impact development technique, if feasible. Local ponding occurs in the area but overall, flooding is not a concern within the project area. Due to the proximity and direct connection of the sites to downstream areas, flow control will not be necessary for this project. The City desires to provide education as part of this project and also emphasizes a need to review maintenance concerns related to the treatment techniques chosen.

The scope for the project as a whole will include the following.

#### DESIGN

##### Task 1 – Project Management and Oversight

Objective: Provide overall project management and oversight of the project work by the Principal-in-Charge and senior staff members.

A. Provide overall project management and oversight services, to include:

- Procure sufficient staff resources to dedicate to the project.
- Prepare and execute subconsultant contracts.
- Manage subconsultant work.
- Manage and control project budget and schedule.
- Manage and provide monthly progress reports and invoices.

### **Task 2 – Surveying**

Objective: Obtain vertical and horizontal control necessary for design of the projects on both 1<sup>st</sup> St. and 3<sup>rd</sup> St., obtain pertinent topographical information to include identifying existing and obvious utilities, and pertinent topographical features to facilitate design of the project.

- A. Establish vertical and horizontal control on the City's adopted datum for survey and mapping at a scale of not more than 1 inch = 20 feet (horizontal) and 1 inch = 5 feet (vertical). Vertical control will be suitable for establishing 2-foot contour intervals and to support the design and construction included in this scope of work.
- B. Acquire supplemental topographical survey of the sites (within and adjacent to the project corridor) to include establishing surface grades, pavement edges, visually obvious utilities (including utility poles, hydrants, valves, etc.), buildings, fences, major trees and significant landscaping, etc., in sufficient detail to support an adequate level of design.

### **Task 3 – Utility Data Acquisition**

Objective: Acquire record drawings and/or as-built information from the City or utility purveyors as necessary that depict services in the project corridor.

- A. Review data provided by the City and incorporate into project design as may be applicable.
- B. The City will be asked to locate and mark existing utilities prior to project survey. This information will be picked up by our survey crew and incorporated into the project base map.

### **Task 4 – Geotechnical Investigation and Report**

Objective: Conduct field explorations on both 1<sup>st</sup> St. and 3<sup>rd</sup> St. to determine design recommendations to support the proposed low impact development and asphalt reconstruction, as well as establishing groundwater levels and character of subsurface material. This task will culminate in the preparation of a final Geotechnical Report.



- A. Perform a geotechnical analysis (PanGEO – geotechnical subconsultant) to determine existing subsurface conditions. A total of up to eight test borings (12 feet deep) will be reviewed and analyzed in and along the project corridor. PanGEO will notify the 1-CALL service. Install 2-inch diameter piezometers with data loggers in up to three of the test borings for groundwater level monitoring over the winter months.
- B. Laboratory Testing – Conduct appropriate laboratory tests on selected samples in accordance with appropriate American Society for Testing and Materials (ASTM) methods. Infiltration tests will be conducted within the laboratory. Natural moisture content and grain size distribution tests will be conducted on soil samples. Other laboratory tests (such as cation exchange capacity) will be performed on an as-needed basis, based on the types of soils encountered.
- C. Engineering Analyses – Perform engineering analyses to address geotechnical engineering issues that may be associated with the project improvements. These include the foundation design for new buried City-owned utilities, backfill requirements, dewatering, and subgrade preparation requirements for pavement and structures.
- D. Report – PanGEO will prepare a draft report which will be submitted to the City by Gray & Osborne. The draft report will summarize the results of the geotechnical study and include a site map with approximate test locations, descriptions of surface and subsurface conditions (soil and groundwater), design parameters, and earthwork recommendations. Gray & Osborne will submit one copy of the draft report to the City for its review. Our subconsultant, PanGEO, will revise the draft report to address review comments provided by the City and/or Gray & Osborne. Gray & Osborne will submit three copies of the signed and stamped final report to the City.

#### **Task 5 – Prepare Predesign Report (Technical Memorandum)**

**Objective:** Prepare a Predesign Report (or technical memorandum) summarizing the project understanding, design criteria, regulatory requirements, and general design guidelines and standards which govern the project design. The memorandum will analyze the feasibility of various LID elements and treatment alternatives along with the analysis of methods to improve safety and provide education along the roadway. The LID and water quality elements will follow the guidance of the 2012 *Low Impact Development Technical Guidance Manual* and/or the 2012 Washington State Department of Ecology *Stormwater Manual for Western Washington*.

- A. Incorporate all utility as-built information, plat map (property line) information, survey data, and other available and relevant information into the development of a base map.
- B. Prepare a written technical memorandum (letter report) summarizing the project understanding, grant requirements, project sites, design alternatives including low impact development and water quality facilities, pertinent design criteria such as sizing of the facilities, regulatory requirements, and general design guidelines and standards which govern the project design. The memorandum will incorporate input from staff regarding the intended aesthetics and water quality goals for the sites. Consideration of the use of available grant funds to construct improvements will be incorporated as well.
- C. Submit the technical memorandum to City staff and solicit comments and/or clarifications. A meeting will be held with City staff to discuss the alternatives presented in the draft technical memorandum. We will incorporate all relevant review comments into the memorandum and will issue the final memorandum to the City and Ecology for their 45-day review. The final memorandum will state the recommended alternative for design.

### **Task 6 –Design Plans, Specifications and Cost Estimates**

**Objective:** Prepare 30, 60, and 90 percent project design plans and/or renderings of the recommended alternative for 3<sup>rd</sup> St., and may include the recommended alternative for 1<sup>st</sup> St. based on budget. These plans and renderings will be available for City review and use at Council workshops, staff meetings, and stakeholder meetings if necessary. Specifications and cost estimates of the project representing 60 and 90 percent design efforts will also be prepared for City review and comment. Specifications will be prepared in WSDOT format. Ninety percent design plans will be submitted to Ecology for their 45-day review period after the City's review of the documents is completed and all comments have been addressed.

#### Subtask 6.1 – Plans

- A. For the 30 percent plans, we will prepare the alignment, profile, and typical cross sections illustrating the proposed improvements. These proposed improvements will be designed on the base map developed from the project survey. The 60 and 90 percent plans will be provided in a City-approved format to include title sheet, legend, location and vicinity maps, plan and profile sheets, special notes, special details, etc.

### Subtask 6.2 – Specifications

- A. Prepare project specifications in WSDOT format referencing the *2012 Standard Specifications for Road, Bridges and Municipal Construction*. Specifications to include City-approved bid schedule and technical specifications.

### Subtask 6.3 – Quantities and Cost Estimates

- A. Calculate bid quantities and prepare construction cost estimates.

### Subtask 6.4 – Review Meetings

- A. Meet with City staff as may be required to review project status and solicit concerns/comments.

## **Task 7 – Final Design**

Objective: Prepare final design drawings and specifications for use as bid documents suitable for bidding, award, and construction of the project. Specifications will be prepared in WSDOT format, meeting minimum City requirements, adhering to City codes and state guidelines where and when applicable. Plans shall be prepared in City-approved format to include plan and profile sheets and special details.

### Subtask 7.1 – Final Plans

- A. Prepare final bid/construction plans in City-approved format to include title sheet, legend, vicinity and location map, plan and profile sheets, special notes, special details, etc.

### Subtask 7.2 – Specifications (Final)

- A. Prepare final specifications in WSDOT format to include bid schedule and technical specifications.

### Subtask 7.3 – Quantities and Cost Estimates

- A. Prepare final quantity takeoff and construction-level construction cost estimate.

## **Task 8 – Public Meetings**

If requested, Gray & Osborne will assist the City with presenting information to the community regarding the alternatives available. This scope assumes one community meeting.

### **Task 9 – Education**

Gray & Osborne will work with the City in preparing educational information (such as signage) to help inform local citizens of the benefits of low impact/water quality facilities.

### **Task 10 – Quality Assurance/Quality Control**

- A. Oversee four, in-house, quality assurance/quality control (QA/QC) meetings at Gray & Osborne’s office during the course of the design project. The meetings will include senior project staff, selected design team members, and City staff (as required and/or desired). Meetings are to take place at the following levels:
- Thirty Percent Design
  - Sixty Percent Design
  - Ninety Percent Design
- B. Ensure incorporation of relevant recommendations and suggestions into bid/construction documents resulting from QA/QC reviews.

### **SCHEDULE**

The City desires 90 percent project plans to be done by July 1, 2014. We anticipate the following schedule:

30 Percent Design Effort/Predesign Report	January 7, 2014
60 Percent Design Effort	April 18, 2014
90 Percent Design Effort	July 1, 2014
Final Design Effort (after Ecology’s 45-day review period)	September 15, 2014

### **BUDGET**

The maximum amount payable to the Engineer for completion of work associated with this scope of work, including contingencies, salaries, overhead, direct non-salary costs, and net fee, is set forth in the attached Exhibit B. This amount will not be exceeded without prior written authorization of the City.

### **DELIVERABLES**

At the conclusion of the design effort and during the course of the project, as applicable, the Engineer will deliver to the City the following documents:

1. Three paper copies of the final geotechnical report.

2. Technical memoranda:
  - a. Three draft copies,
  - b. Four final copies, and
  - c. One electronic copy in PDF format.
3. Four copies of full-scale drawings at 30 percent, 60 percent, and 90 percent design effort levels.
4. Four copies of project specifications and cost estimate at 60 percent and 90 percent design effort levels.
5. One electronic set of final construction drawings (PDF and CAD formats).
6. One electronic set of final project specifications (PDF and Word formats).
7. Five half-scale 11" x 17" and two full-scale paper copy sets of final construction drawings.
8. Five paper copy of final project specifications.

### **PROJECT ASSUMPTIONS REGARDING CITY RESPONSIBILITIES**

This scope of work and the resulting maximum amount payable is based on the following assumptions as required for the development of the project. See also item assumptions noted in the aforementioned tasks. Changes in these assumptions and responsibilities may cause a change in scope of the services being offered and result in a corresponding adjustment of the contract price.

1. This scope of work assumes that the City will provide overall coordination and approval of the project, including timely (2 weeks) review of all submittals.
2. This scope of work assumes that the City will provide Gray & Osborne with relevant capacity requirements and record drawings of existing sanitary sewer/storm infrastructure along the project alignment as may be available and/or pertinent to the project.
3. The City will address all permitting needs associated with this project.

**EXHIBIT B**

**ENGINEERING SERVICES  
SCOPE AND ESTIMATED COST**

*City of Marysville - 3rd Street Retrofit*

Tasks	Principal Hours	Project Manager Hours	Project Engineer Hours	AutoCAD/GIS Tech./Eng. Intern Hours	Professional Land Surveyor Hours	Land Surveyor Tech Hours	Field Survey (2 person) Hours
1 Project Management and Oversight	4	8					
2 Surveying			2		12	8	32
3 Utility Data Acquisition		4	4				
4 Geotechnical Investigation and Report	1	2	2				
5 Pre-design Report	2	8	32				
6 Design Plans, Specifications, and Cost Estimate							
6.1 Plans	6	58	144	120			
6.2 Specifications	6	24	36				
6.3 Cost Estimate	2	12	24				
6.4 Review Meetings	6	6	6				
7 Final Design		12	24	16			
8 Public Meetings	3	6	6	12			
9 Education	2	6	12				
10 Quality Assurance/Quality Control	6	6	6				
Hour Estimate:	38	152	298	148	12	8	32
Estimated Fully Burdened Billing Rate:*	\$155	\$125	\$120	\$80	\$115	\$108	\$175
Fully Burdened Labor Cost:	\$5,890	\$19,000	\$35,760	\$11,840	\$1,380	\$864	\$5,600

Total Fully Burdened Labor Cost: \$ 80,334

Direct Non-Salary Cost:

- Mileage & Expenses (Mileage @ \$0.56/mile) \$ 200
- Printing \$ 500
- Subconsultant: Geotechnical \$ 17,082
- Subconsultant Overhead (10%) \$ 1,708

**TOTAL ESTIMATED COST: \$ 99,824**


\* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

# *Index #7*

## CITY OF MARYSVILLE AGENDA BILL

### EXECUTIVE SUMMARY FOR ACTION

**CITY COUNCIL MEETING DATE: November 12, 2013**

<b>AGENDA ITEM:</b> 2013-15 Municipal Stormwater Capacity Grant	
<b>PREPARED BY:</b> Kari Chennault	<b>DIRECTOR APPROVAL:</b> 
<b>DEPARTMENT:</b> Public Works - Engineering	
<b>ATTACHMENTS:</b> 3 copies of the Grant Agreement for the 2013-15 Municipal Stormwater Capacity Grant Program with the Department of Ecology	
<b>BUDGET CODE:</b> 40150334.340314	<b>AMOUNT:</b> (\$170,000.00)

**SUMMARY:**

The Department of Ecology is offering NPDES Phase II jurisdictions, such as the City of Marysville, non-match non-competitive grants to aid in their NPDES Phase II Municipal Stormwater Permit compliance. The grant amount offered is for \$50K. The grant money can be used for expenses from activities such as public education and outreach, public involvement and participation, illicit discharge detection and elimination, pollution prevention, water quality monitoring, qualifying equipment purchases, etc.

The Department of Ecology is offering an additional \$120K in non-match non-competitive grant funds for Preconstruction Planning and Design Projects for Low Impact Development (LID) project designs. The City has proposed and been approved by Ecology to design the *3<sup>rd</sup> Street Treatment Project* which will enhanced 3<sup>rd</sup> Street from Columbia Ave to Union Ave by designing roadway improvements that will utilize LID and provide a visible entrance to the downtown corridor.

Acceptance of this grant would greatly benefit Marysville's Surface Water Division's ability to meet the requirements identified in the NPDES Phase II Municipal Stormwater Permit and would allow for an innovative project design that would hopefully be eligible for grant funding for construction in the near future.

<b>RECOMMENDED ACTION:</b>
Staff recommends that Council Authorize the Mayor to sign the Grant Agreement with the Washington State Department of Ecology.





STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

PO Box 47600 • Olympia, WA 98504-7600 • 360-407-6000  
711 for Washington Relay Service • Persons with a speech disability can call 877-833-6341

October 18, 2013

Jon Nehring  
Mayor  
80 Columbia Ave  
Marysville, WA 98270

RE: **FY 2013-15 Stormwater Capacity Grants**  
**Ecology Agreement No. G1400242**

Dear Mr. Nehring:

Enclosed are three unsigned copies of the above-referenced agreement between the Department of Ecology and the City of Marysville for the FY 2013-15 Stormwater Capacity Grants project.

Please review the enclosed contract including the project scope of work and budget. If all is acceptable, have the signatory sign each copy of the contract before returning all three to me for final signature. I will return one fully signed copy to the City of Marysville for your files.

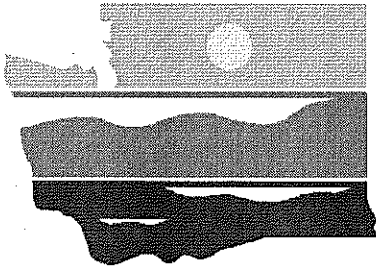
Sincerely,

Layne Slone  
Stormwater Grants Financial Manager  
Water Quality Program

Enclosures

Cc: Kari Chennault, City of Marysville





DEPARTMENT OF  
**ECOLOGY**  
State of Washington

**2013-15 MUNICIPAL STORMWATER CAPACITY GRANT**

**PROGRAM**

**FISCAL YEAR 2014**

**GRANT AGREEMENT**

**NUMBER G1400242**

**BETWEEN**

**THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY**

**AND**

**CITY OF MARYSVILLE**

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**2013-15 MUNICIPAL STORMWATER CAPACITY GRANT PROGRAM**

**Grant Agreement**

**Between**

**The State of Washington Department of Ecology**

**And**

**City of Marysville**

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

**PART I. GENERAL INFORMATION**

Project Title:	<b>2013-15 Municipal Stormwater Capacity Grant Program</b>
State Fiscal Year:	<b>FY2014</b>
Grant Number:	<b>G1400242</b>
RECIPIENT Name:	<b>City of Marysville</b>
Mailing Address:	<b>80 Columbia Ave, Marysville, WA 98270</b>
RECIPIENT Federal ID Number:	<b>91-6001459</b>
Total Eligible Cost:	
(\$50,000 AND \$120,000):	<b>\$170,000</b>
DEPARTMENT Funding Sources:	
ELSA - Operating:	<b>\$50,000</b>
ELSA - Capital Budget Provision:	<b>\$120,000</b>
DEPARTMENT Share:	<b>\$170,000</b>
DEPARTMENT Maximum Percentage:	<b>100%</b>
Effective Date Of This Grant Is:	<b>July 1, 2013</b> Any work performed prior to the effective date of this agreement is not eligible for reimbursement.
This Grant Agreement Expires On:	<b>January 31, 2015</b>

RECIPIENT Contact:	<b>Kari Chennault</b>
Telephone Number:	<b>360-363-8277</b>
E-Mail Address:	<b>kchennault@marysvillewa.gov</b>
RECIPIENT Billing Contact:	<b>Kari Chennault</b>
Telephone Number:	<b>360-363-8277</b>
E-Mail Address:	<b>kchennault@marysvillewa.gov</b>
DEPARTMENT Project/Financial Manager:	<b>Layne Slone</b>
Mailing Address	<b>Water Quality Program          Washington State Department of Ecology          P.O. Box 47600          Olympia, WA 98504-7600</b>
Telephone Number:	<b>360-407-6225</b>
Fax Number:	<b>360-407-7151</b>
E-Mail Address:	<b>Layne.Slone@ecy.wa.gov</b>
Designated Local Government Partners (if applicable):	

**PART II. PERFORMANCE MEASURES**

A. Water Quality Goal

Improved stormwater oversight and water quality protection through the direct development and implementation of a comprehensive stormwater management program.

B. Project Outcomes

Implementation of Phase I and II municipal stormwater National Pollutant Discharge Elimination System (NPDES) permits.

**PART III. PROJECT DESCRIPTION**

RECIPIENT will address implementation or management of municipal stormwater programs. Additionally, the RECIPIENT's project will include project specific planning and design for a retrofit project which includes low-impact development techniques.

**PART IV. PROJECT BUDGET**

<b>Municipal Stormwater Capacity Grants Program, FY2014</b>	
<b>Elements/Objects</b>	<b>TOTAL ELIGIBLE COST (TEC)*</b>
Task 1 – Project Administration/Management (limited to \$5,000 ELSA Operating Funds)	<b>\$5,000</b>
Task 2 – Implementation And Management Of Stormwater Program	<b>\$45,000</b>
Task 3 – Pre-Construction Planning And Design (limited to \$120,000 ELSA Capital Budget Provisions)	<b>\$120,000</b>
<b>Total (limited to \$170,000 per RECIPIENT partner)</b>	<b>\$170,000</b>
<b>*The DEPARTMENT's Fiscal Office will track to the Total Eligible Project Cost.</b>	
<b>MATCHING REQUIREMENTS (There are no matching requirements)</b>	
DEPARTMENT Share FY 2014 (100% of TEC)	<b>\$170,000</b>

**PART V. SCOPE OF WORK**

RECIPIENT will ensure that this project is completed according to the details of this agreement. The RECIPIENT may elect to use its own forces or it may contract for professional services necessary to perform and complete project related work.

**Task 1 - Project Administration/Management**

- A. RECIPIENT will administer the project. Responsibilities will include, but not be limited to: maintenance of project records; submittal of payment vouchers, fiscal forms, and progress reports; compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required

permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

- B. RECIPIENT will manage the project. Efforts will include: conducting, coordinating, and scheduling project activities and assuring quality control. RECIPIENT will maintain effective communication with the DEPARTMENT, RECIPIENT's designees; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT will carry out this project in accordance with any completion dates outlined in this agreement.
- C. RECIPIENT will submit all invoice voucher submittals and supportive documentation to the DEPARTMENT's Project/Financial Manager.
- D. If work conducted results in a report, the RECIPIENT will submit the following to the DEPARTMENT's Project/Financial Manager and in the quantities identified:
- Draft project completion report – one electronic copy
  - Final project completion report – one paper copy, one electronic copy

RECIPIENT will submit two copies of any document(s) which requires DEPARTMENT approval. Once approval is given, one copy will be returned to the RECIPIENT. If the RECIPIENT needs more than one approved copy, the number of submittals should be adjusted accordingly.

## **Task 2 – Implementation of Stormwater Planning and Management Needs**

- A. If the RECIPIENT is out of compliance with the municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT must ensure funds are used to attain compliance where applicable.
- B. RECIPIENT may conduct work related to implementation of additional activities required by the municipal stormwater NPDES permits. The following is a list of elements RECIPIENT's project may include.
- 1) Public education and outreach activities, including stewardship activities.
  - 2) Public involvement and participation activities.
  - 3) Illicit discharge detection and elimination (IDDE) program activities, including:
    - a) Mapping or geographic information systems of municipal separate storm sewer systems (MS4s).
    - b) Staff training.
    - c) Activities to identify and remove illicit stormwater discharges.
    - d) Field screening procedures.
    - e) Complaint hotline database or tracking system improvements.

- 4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
  - a) Development of an ordinance and associated technical manual or update of applicable codes.
  - b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
  - c) Training for plan review and/or inspection staff.
  - d) Participation in applicable watershed planning effort.
- 5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
  - a) Inspecting and/or maintaining the MS4 infrastructure.
  - b) Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.
- 6) Annual reporting activities.
- 7) Establishing and refining stormwater utilities, including stable rate structures.
- 8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (TMDL). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that the DEPARTMENT approves prior to awarding funding for monitoring.  
Monitoring, including:
  - a) Development of applicable QAPPs.
  - b) Monitoring activities, in accordance with a DEPARTMENT- approved QAPP, to meet Phase I/II permit requirements.
- 9) Structural stormwater controls program activities (Phase I permit requirement)
- 10) Source control for existing development (Phase I permit requirement), including:
  - a) Inventory and inspection program.
  - b) Technical assistance and enforcement.
  - c) Staff training.
- 11) Equipment purchases that result directly in improved compliance with permit requirements. Allowed costs for equipment purchases must be specific to implementing a permit requirement (such as a vactor truck) rather than general use (such as a general use pick-up truck). Qualified equipment purchases include but are not limited to:
  - a) Illicit discharge testing equipment and materials.
  - b) Vactor truck or sweeper truck or MS4 maintenance activities.
  - c) Electronic devices dedicated to mapping of MS4 facilities and attributes.
  - d) Software dedicated to tracking permit implementation activities.

### **Task 3 – Preconstruction Planning and Design**

- A. Project Summary. RECIPIENT will submit to the DEPARTMENT's Project Manager for review and acceptance and no later than October 1, 2013, an initial one to two page



**Project Summary.** The Project Summary will include a description of the proposed project identifying: 1) the area where the proposed project is to be installed or constructed (including maps), 2) the stormwater best management practice(s) to be designed, 3) the name of the appropriate design manual planned for use in the final design (see item D), and 4) the water quality issue mitigated by the proposed project. The DEPARTMENT will provide comments to the RECIPIENT within 14 calendar days of receipt of the Project Summary. The DEPARTMENT's Project Manager will work with the DEPARTMENT's engineer to review the Project Summary for consistency with the appropriate design criteria and grant requirements. Detailed calculations and/or drawings are not required at this time.

- B. **Pre-Design Report.** RECIPIENT will submit two hard copies and one digital copy of the Pre-design report to the DEPARTMENT's Project Manager for review and acceptance. The DEPARTMENT's Project Manager will work with the DEPARTMENT's engineer to review the Project Summary for consistency with the appropriate design criteria and grant requirements. Detailed calculations and/or drawings are required in the Pre-design Report. The DEPARTMENT will provide comments to the RECIPIENT within 45 days of receipt of the plans.
- C. **90 Percent Design Plans.** RECIPIENT will submit two hard copies and one digital copy of the 90 percent design plans to the DEPARTMENT's Project Manager for review and acceptance. The DEPARTMENT will provide comments to the RECIPIENT within 45 days of receipt of the plans. The DEPARTMENT's Project Manager will work with the DEPARTMENT's engineer to review the plans and specifications for consistency with the appropriate design criteria and grant requirements.
- D. For above items A-C, the RECIPIENT must justify significant deviations from the following:
- 1) The appropriate guidance manual below depends on the region that your project is conducted:
    - **2005 or 2012 Stormwater Management Manual for Western Washington (SWMMWW)**, (the appropriate manual depends on the requirements of the jurisdiction) or
    - **2004 Stormwater Management Manual for Eastern Washington (SWMMEW)**, both can be found at: <http://www.ecy.wa.gov/programs/wq/stormwater/tech.html>, or
    - **Low Impact Development Technical Guidance Manual for Puget Sound** found at: [http://www.psp.wa.gov/downloads/LID/20121221\\_LIDmanual\\_FINAL\\_secure.pdf](http://www.psp.wa.gov/downloads/LID/20121221_LIDmanual_FINAL_secure.pdf), or
    - Equivalent design manuals, **Eastern Washington Low Impact Development Manual**.
  - 2) Equivalent manual as developed by the local jurisdiction and approved by the DEPARTMENT.
  - 3) Good engineering practices and generally recognized engineering standards.
- E. **SEPA.** If applicable, the RECIPIENT will submit to the DEPARTMENT's Project Manager, a copy of the State Environmental Review Act (SEPA) Lead Agency's signed and dated SEPA determination.

- F. DAHP EZ-1. If applicable, the RECIPIENT will submit to the DEPARTMENT's Project Manager a Department of Archaeology and Historic Preservation (DAHP) EZ-1 form to initiate review of project activities by DAHP and tribal governments.
- G. RECIPIENT will submit all pre-design figures and construction plans to the DEPARTMENT, reduced to 11" x 17" in size. The RECIPIENT may bind them with the specifications or related construction contract documents or bind as a separate document. All reduced drawings must be legible.
- H. Summary of Deliverables:
1. Submit a Project Summary including maps, no later than October 1, 2013, for review and acceptance of the proposed design project.
  2. Submit a Pre-design report to the DEPARTMENT, no later than January 31, 2014 for review and acceptance.
  3. Submit 90 percent design plans to the DEPARTMENT, no later than August 1, 2014 for review and acceptance.
  4. If applicable, submit a copy of the signed and dated SEPA determination to the DEPARTMENT.
  5. If applicable, submit a copy of the DAHP EZ-1 form, for DEPARTMENT coordination on compliance with Executive Order 05-05.

## **PART VI. SPECIAL TERMS AND CONDITIONS**

None

## **PART VII. ALL WRITINGS CONTAINED HEREIN**

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

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

No subsequent modifications or amendments of this agreement will be of any force or effect unless signed by authorized representatives of the RECIPIENT and the DEPARTMENT, and made a part of this agreement, except that in response to a request from the RECIPIENT, the DEPARTMENT may redistribute the grant budget. The DEPARTMENT or the RECIPIENT may change their respective staff contacts without the concurrence of either party.

2013-15 Municipal Stormwater Capacity Grant Program  
State Of Washington, Department Of Ecology

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

The signatories to this Agreement represent that they have the authority to execute this Agreement.

IN WITNESS WHEREOF, the parties sign this grant agreement:

STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

CITY OF MARYSVILLE

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

\_\_\_\_\_  
JON NEHRING      DATE  
MAYOR

Approved As To Form Only  
Assistant Attorney General

**ATTACHMENT I: General Project Management Requirements  
For 2013-15 Municipal Stormwater Capacity Grants Program  
Funding Agreement**

**A. ARCHEOLOGICAL AND CULTURAL RESOURCES**

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

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

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

The Department of Archaeology and Historic Preservation has provided guidance that can be accessed online at:

<http://www.dahp.wa.gov/pages/Documents/EnvironmentalReview.htm> and  
[http://www.dahp.wa.gov/pages/EnvironmentalReview/documents/eo0505Guidance\\_000.pdf](http://www.dahp.wa.gov/pages/EnvironmentalReview/documents/eo0505Guidance_000.pdf).

**B. EDUCATION AND OUTREACH**

RECIPIENT must do a regional search for existing materials before producing any new educational flyers or pamphlets. The RECIPIENT must request the use of those materials before time and resources are invested to duplicate materials that are already available.

RECIPIENT must also check the Washington Waters website  
[http://www.ecy.wa.gov/washington\\_waters/index.html](http://www.ecy.wa.gov/washington_waters/index.html) for useful educational materials. These materials are available for public use and can be downloaded directly from the website.

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

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

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

### **C. EQUIPMENT PURCHASE**

RECIPIENT must get written, prior approval from the DEPARTMENT for any equipment purchase.

### **D. FUNDING RECOGNITION**

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

### **E. INCREASED OVERSIGHT**

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

### **F. INDIRECT RATE**

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

### **G. MINORITY AND WOMEN'S BUSINESS PARTICIPATION**

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

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

- a) Include qualified minority and women's businesses on solicitation lists.
- b) Assure that qualified minority and women's businesses are solicited whenever they are potential sources of services or supplies.

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

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

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

**H. PAYMENT REQUEST SUBMITTALS**

Payment Request Submittals. The DEPARTMENT's Project/Financial Manager may require the RECIPIENT to submit regular payment requests to ensure efficient and timely use of funds.

Payment Schedule. Payments will be made on a cost-reimbursable basis.

Frequency. The RECIPIENT must submit payment requests at least quarterly but no more often than monthly, unless allowed by the DEPARTMENT's Financial Manager.

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

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

Copies of all applicable forms must be included with an original A19-1A, and must be submitted to the DEPARTMENT. Blank forms are found in Administrative Requirements for Recipients of Ecology Grants and Loans at <http://www.ecy.wa.gov/biblio/9118.html>.

Required Forms:	Where Eligible Costs Have Incurred:
Form A19-1A (original signature)	Form E (ECY 060-12)
Form B2 (ECY 060-7)	Form F (ECY 060-13)
Form C2 (ECY 060-9)	Form G (ECY 060-14)
Form D (ECY 060-11)	Form H (F-21)
	Form I (ECY 060-15)

## **I. POST PROJECT ASSESSMENT**

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

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

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

## **J. PROCUREMENT**

RECIPIENT certifies by signing this agreement that all applicable requirements have been satisfied in the procurement of any professional services. Eligible and ineligible project costs are separate and identifiable for billing purposes. If professional services are contracted, the RECIPIENT will submit a copy of the final contract to the DEPARTMENT's Project/Financial Manager.

## **K. PROGRESS REPORTS**

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

Report Content. At a minimum, all progress reports must contain a comparison of actual accomplishments to the objectives established for the period, the reasons for delay if established objectives were not met, analysis and explanation of any cost overruns, and any additional pertinent information specified in this agreement. The RECIPIENT must also attach all landowner agreements signed during the respective quarter to each progress report.

Reporting Periods. Quarterly progress reports are due 15 days following the end of the quarter:

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

## **L. REQUIRED DOCUMENT SUBMITTALS**

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

- Draft project completion report – 1 copy.
- Electronic copy of final project completion report – 1 copy.
- Final project completion report – 1 copy.
- Educational products developed under this agreement – up to 2 copies.

- Documents that require DEPARTMENT Approval – 2 copies (one for the DEPARTMENT and one for the RECIPIENT).
- Interlocal agreements – 1 copy for the DEPARTMENT’s Project/Financial Manager.
- Professional services procurement agreements – 1 copy to the DEPARTMENT’s Project/Financial Manager.

### **M. SPECIAL CONDITION FOR SNOHOMISH COUNTY AND KING COUNTY**

For either Snohomish County or King County: When this agreement crosses the RECIPIENT's fiscal year, the obligation of the RECIPIENT to continue or complete the project described herein will be contingent upon appropriation of funds by the RECIPIENT's governing body; provided that nothing contained herein will preclude the DEPARTMENT from demanding repayment of funds paid to the RECIPIENT in accordance with Section O of the appended General Terms and Conditions.

### **N. WATER QUALITY MONITORING**

Quality Assurance Project Plan (QAPP). Prior to initiating water quality monitoring activities, the RECIPIENT must prepare a Quality Assurance Project Plan (QAPP). The QAPP must follow Ecology’s *Guidelines and Specifications for Preparing Quality Assurance Project Plans for Environmental Studies*, February 2001 (Ecology Publication No. 01-03-003). The applicant may also reference the *Technical Guidance for Assessing the Quality of Aquatic Environments*, revised February 1994 (Ecology Publication No. 91-78) or more current revision, in developing the QAPP.

RECIPIENT must submit the QAPP to the DEPARTMENT’s project manager for review, comment, and must be approved before starting the environmental monitoring activities.

RECIPIENT must use an environmental laboratory accredited by the DEPARTMENT to analyze water samples for all parameters to be analyzed that require bench testing. Information on currently accredited laboratories and the accreditation process is provided on the Department of Ecology’s Environmental Assessment Program’s website, available at:

<http://www.ecy.wa.gov/programs/eap/labs/search.html>

RECIPIENT should manage all monitoring data collected or acquired under this agreement in order to be available to secondary users and meet the “ten-year rule.” The ten-year rule means that data documentation is sufficient to allow an individual not directly familiar with the specific monitoring effort to understand the purpose of the data set, methods used, results obtained, and quality assurance measures taken ten years after data are collected.

Monitoring Data Submittal / Environmental Information Management System. Funding recipients that collect water quality monitoring data must submit all data to the DEPARTMENT through the Environmental Information Management System (EIM). Data must be submitted by following instructions on the EIM website, currently available at:



<http://www.ecy.wa.gov/eim>

The data submittal portion of the EIM website provides information and help on formats and requirements for submitting tabular data. Specific questions about data submittal can be directed to the EIM Data Coordinator, currently available at:

[eim\\_data\\_coordinator@ecy.wa.gov](mailto:eim_data_coordinator@ecy.wa.gov)

If GIS data is collected, the DEPARTMENT's data standards are encouraged. An Ecology Focus Sheet entitled *GIS Data and Ecology Grants* (Publication No. 98-1812-SEA) outlines the standards. Common standards must be used for infrastructure details, such as geographic names, Geographic Information System (GIS) coverage, list of methods, and reference tables.

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**ATTACHMENT II: General Terms And Conditions**  
**Pertaining To Grant And Loan Agreements Of The Department Of Ecology**

**A. RECIPIENT PERFORMANCE**

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

**B. SUBGRANTEE/CONTRACTOR COMPLIANCE**

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

**C. THIRD PARTY BENEFICIARY**

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

**D. CONTRACTING FOR SERVICES (BIDDING)**

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

**E. ASSIGNMENTS**

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

**F. COMPLIANCE WITH ALL LAWS**

1. The RECIPIENT shall comply fully with all applicable Federal, State and local laws, orders, regulations and permits.

Prior to commencement of any construction, the RECIPIENT shall secure the necessary approvals and permits required by authorities having jurisdiction over the project, provide assurance to the DEPARTMENT that all approvals and permits have been secured, and make copies available to the DEPARTMENT upon request.

2. Discrimination. The DEPARTMENT and the RECIPIENT agree to be bound by all Federal and State laws, regulations, and policies against discrimination. The RECIPIENT further agrees to affirmatively support the program of the Office of Minority and Women's Business Enterprises to the maximum extent possible. If the agreement is federally-funded, the RECIPIENT shall report to the DEPARTMENT the percent of grant/loan funds available to women or minority owned businesses.
3. Wages And Job Safety. The RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
4. Industrial Insurance. The RECIPIENT certifies full compliance with all applicable state industrial insurance requirements. If the RECIPIENT fails to comply with such laws, the DEPARTMENT shall have the right to immediately terminate this agreement for cause as provided in Section K.1, herein.

**G. KICKBACKS**

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

**H. AUDITS AND INSPECTIONS**

1. The RECIPIENT shall maintain complete program and financial records relating to this agreement. Such records shall clearly indicate total receipts and expenditures by fund source and task or object.

All grant/loan records shall be kept in a manner which provides an audit trail for all expenditures. All records shall be kept in a common file to facilitate audits and inspections.

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

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

#### **I. PERFORMANCE REPORTING**

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

Quarterly reports shall cover the periods January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be due within thirty (30) days following the end of the quarter being reported.

#### **J. COMPENSATION**

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

The payment request form and supportive documents must itemize all allowable costs by major elements as described in the Scope of Work. Instructions for submitting the payment requests are found in "Administrative Requirements for RECIPIENTS of Ecology Grants and Loans", part IV, published by the DEPARTMENT. A copy of this document shall be furnished to the RECIPIENT. When payment requests are approved by the DEPARTMENT, payments will be made to the mutually agreed upon designee. Payment requests shall be submitted to the DEPARTMENT and directed to the Project Officer assigned to administer this agreement.

2. Period of Compensation. Payments shall only be made for actions of the RECIPIENT pursuant to the grant/loan agreement and performed after the effective date and prior to the expiration date of this agreement, unless those dates are specifically modified in writing as provided herein.

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State Of Washington, Department Of Ecology**

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

**K. TERMINATION**

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

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

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

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

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

3. Failure to Commence Work. In the event the RECIPIENT fails to commence work on the project funded herein within four months after the effective date of this agreement, or by any date agreed

**2013-15 Municipal Stormwater Capacity Grant Program  
State Of Washington, Department Of Ecology**

upon in writing for commencement of work, the DEPARTMENT reserves the right to terminate this agreement.

**L. WAIVER**

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

**M. PROPERTY RIGHTS**

1. Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but the DEPARTMENT retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes. Where federal funding is involved, the federal government may have a proprietary interest in patent rights to any inventions that are developed by the RECIPIENT as provided in 35 U.S.C. 200-212.
2. Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish information of the DEPARTMENT; present papers, lectures, or seminars involving information supplied by the DEPARTMENT; use logos, reports, maps or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the DEPARTMENT.
3. Tangible Property Rights. The DEPARTMENT's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans", Part V, shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by the DEPARTMENT in the absence of state, federal statute(s), regulation(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the Scope of Work.
4. Personal Property Furnished by the DEPARTMENT. When the DEPARTMENT provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to the DEPARTMENT prior to final payment by the DEPARTMENT. If said property is lost, stolen or damaged while in the RECIPIENT's possession, the DEPARTMENT shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
5. Acquisition Projects. The following provisions shall apply if the project covered by this agreement includes funds for the acquisition of land or facilities:
  - a. Prior to disbursement of funds provided for in this agreement, the RECIPIENT shall establish that the cost of land/or facilities is fair and reasonable.
  - b. The RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses contemplated by this agreement.
6. Conversions. Regardless of the contract termination date shown on the cover sheet, the RECIPIENT shall not at any time convert any equipment, property or facility acquired or developed pursuant to this agreement to uses other than those for which assistance was originally approved without prior written approval of the DEPARTMENT. Such approval may be conditioned upon payment to the DEPARTMENT of that portion of the proceeds of the sale, lease or other conversion or encumbrance which monies granted pursuant to this agreement bear to the total acquisition, purchase or construction costs of such property.

#### **N. SUSTAINABLE PRODUCTS**

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is encouraged to implement sustainable practices where and when possible. These practices include use of clean energy, and purchase and use of sustainably produced products (e.g., recycled paper). For more information, see <http://www.ecy.wa.gov/sustainability/>.

#### **O. RECOVERY OF PAYMENTS TO RECIPIENT**

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

Interest shall accrue at the rate of twelve percent (12%) per year from the time the DEPARTMENT demands repayment of funds. If payments have been discontinued by the DEPARTMENT due to insufficient funds as in Section K.2 above, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination. Any property acquired under this agreement, at the option of the DEPARTMENT, may become the DEPARTMENT'S property and the RECIPIENT'S liability to repay monies shall be reduced by an amount reflecting the fair value of such property.

#### **P. PROJECT APPROVAL**

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

#### **Q. DISPUTES**

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of in writing shall be decided by the Project Officer or other designated official who shall provide a written statement of decision to the RECIPIENT. The decision of the Project Officer or other designated official shall be final and conclusive unless, within thirty days from the date of receipt of such statement, the RECIPIENT mails or otherwise furnishes to the Director of the DEPARTMENT a written appeal.

In connection with appeal of any proceeding under this clause, the RECIPIENT shall have the opportunity to be heard and to offer evidence in support of this appeal. The decision of the Director or duly authorized representative for the determination of such appeals shall be final and conclusive. Appeals from the Director's determination shall be brought in the Superior Court of Thurston County. Review of the decision of the Director will not be sought before either the Pollution Control Hearings Board or the Shoreline Hearings Board. Pending final decision of dispute hereunder, the RECIPIENT shall proceed diligently with the performance of this agreement and in accordance with the decision rendered.

#### **R. CONFLICT OF INTEREST**

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

**S. INDEMNIFICATION**

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

**T. GOVERNING LAW**

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

**U. SEVERABILITY**

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

**V. PRECEDENCE**

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

**W. SUSPENSION**

The obligation of DEPARTMENT to make payments is contingent on the availability of funds. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this agreement, DEPARTMENT may elect to renegotiate the agreement subject to new funding limitations and conditions or terminate the agreement, in whole or part. DEPARTMENT may also elect to suspend performance of the agreement until such time as DEPARTMENT determines that the funding insufficiency is resolved in lieu of terminating the agreement. DEPARTMENT will provide written notice to RECIPIENT if funding is not available.

SS-010 Rev. 04/04


# *Index #8*



**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 11/12/13**

<b>AGENDA ITEM:</b> Mitigation Agreement for Ecology Wetland Credit	
<b>PREPARED BY:</b> Brooke Ensor <b>DEPARTMENT:</b> Engineering	<b>DIRECTOR APPROVAL:</b> 
<b>ATTACHMENTS:</b> Mitigation Agreement for Ecology Wetland Credit	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>

**SUMMARY:**

The attached agreement allows the City to potentially receive wetland mitigation credit for future project wetland impacts that are only regulated by the Washington State Department of Ecology. The City will potentially receive wetland mitigation credit based on the restoration actions taken on City owned property that is part of the Qwuloolt restoration project. This agreement will potentially generate 6.02 wetland credits. These credits are in addition to credits generated by the *Advance Wetland Mitigation Agreement for the City of Marysville, Washington* dated March 2013, signed by the Department of Ecology, Army Corps of Engineers and City.

<b>RECOMMENDED ACTION:</b> Staff recommends City Council authorize the Mayor to sign the attached Agreement with the Department of Ecology for wetland credits.
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# Mitigation Agreement for Ecology Wetland Credit

Between the Washington State Department of Ecology and  
the City of Marysville

July 2013



## **Mitigation Agreement for Ecology Wetland Credit** For the City of Marysville, WA

### **I. Parties**

The parties to this Mitigation Agreement for Ecology Wetland Credit (Agreement), dated the \_\_\_\_ day of \_\_\_\_ 2013, are: The City of Marysville (City), and the Washington State Department of Ecology (Ecology).

### **II. Purpose of Agreement**

The purpose of this Agreement is to document the results of the Ecology review of the Advance Wetland Mitigation Plan, dated April 1, 2013 and attached as Exhibit A to this Agreement; and to memorialize Ecology's expectations as to future generation of compensatory mitigation credits when the City of Marysville's Advance Mitigation Project is completed. This document only applies to credits generated above and beyond those recognized by the US Army Corps of Engineers (Corps) in the *Advance Wetland Mitigation Agreement with the City of Marysville* dated March 2013. These additional credits may be used for wetland impacts that are under Ecology's jurisdiction and which are not under the jurisdiction of the Corps. The property subject to this Agreement includes parcels owned by the City (18.10 acres) and which the City has a permanent flood easement across (3.14 acres) for a total of 21.24 acres.

This Agreement also describes how potential debit projects may become eligible for use of credits generated under this Agreement, and identifies possible debit projects that may qualify for such use, following evaluation on a case-by-case basis.

### **III. Advance Mitigation Agreement Background**

The Advanced Mitigation Project parcels are within the footprint of the overall Qwuloolt Estuary Restoration (QER) Project located within the historic Snohomish estuary. The activities approved for the overall QER Project will restore tidally influenced hydrologic conditions to approximately 400 acres, including the City's advance mitigation area. The QER Project includes levee construction, breaching of the existing levee system, filling of internal site ditches, native vegetation planting and construction of new channels. The overall restoration efforts occurring on the 400 acres include activities undertaken by the Corps 544 Project, Tulalip Tribes, National Oceanic and Atmospheric Administration (NOAA), US Fish and Wildlife Service, and Ecology. The overall QER Project has been underway since 1998, when the Natural Resource Conservation Service obtained a conservation easement under the Wetland Reserve program for most of the agricultural properties behind the Ebey Slough levee. However, the conservation easement does not apply to the City-owned property or City flood easement area.

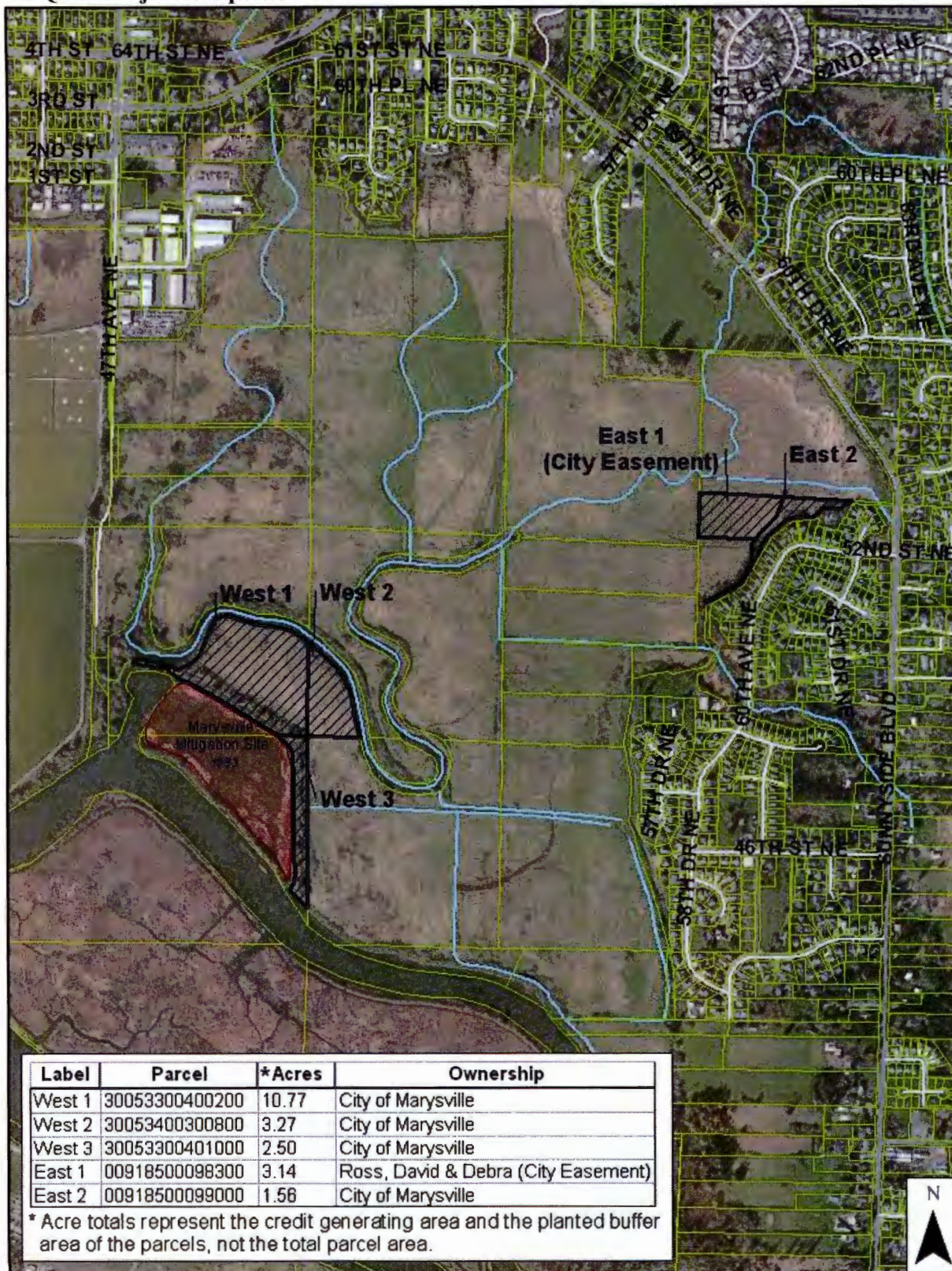
The City-owned properties and City flood easement property that will be considered advance mitigation based on this Agreement are expected to be subject to the ebb and flow of the tides (Figure 1). Therefore, this Agreement pertains to and describes the potential incremental functional lift achieved by the City actions to improve upon the existing site conditions.

The City will be required to obtain a Nationwide Permit 27 for the construction activities related to this Agreement.

#### **IV. Historical Background**

The affected area was diked and converted to agricultural land in the late 1800's. The advance mitigation site is part of the former Poortinga Farm and is identified within the Snohomish Estuary Wetland Integration Plan (SEWIP) finalized in 1997. SEWIP is a comprehensive watershed planning tool created "*to integrate the wetland regulatory frameworks of federal, state, and local agencies into one process on the basis of an agreed-upon plan*" (SEWIP, 1997). The SEWIP identifies the Poortinga Property as the top priority for tidal restoration and mitigation options within the Snohomish Estuary. The prioritization of projects in SEWIP was conducted based on the results of habitat assessments at the time of the study, fieldwork to characterize the Ecological Management Unit boundaries within the plan and input from user group committees working with the City of Everett to develop the plan.

**FIGURE 1: Site Location map showing City properties and easement area within the QER Project footprint**



## V. Recitals

WHEREAS, the parties to this Agreement share a common interest to improve the salmonid habitat in the Snohomish Estuary;

WHEREAS, the parties to this Agreement agree that the restoration activities under the Advance Wetlands Mitigation Plan at the site identified in this Agreement have the potential to improve the salmonid habitat in the Snohomish Estuary;

WHEREAS, the advance mitigation site has the potential to restore natural hydrological and tidal processes within a portion of the Snohomish Estuary;

WHEREAS, a process for identifying potential debit projects and a list of potential debit projects have been identified herein;

WHEREAS, the functional lift projected to be derived from implementation of the Advance Wetland Mitigation Plan referenced in and appended to this Agreement is expected to generate compensatory mitigation credits which may be utilized to provide compensatory mitigation for a portion of the potential wetland impacts of the City's debit projects that must undergo mitigation sequencing in accordance with relevant state and local statutes.

WHEREAS, the advance mitigation site is intended to be conducted in conjunction with the Qwuloolt Estuary Restoration (QER) Project in order to maximize the overall ecological benefits of the QER Project in accordance with 33 CFR 332.3(j)(2).

WHEREAS, the City of Marysville intends to retain ownership of their property and associated easement, and is prepared to retain all responsibility associated with the success of the Advance Wetland Mitigation Plan in order to provide potential compensatory mitigation for City of Marysville projects, therefore fulfilling the definition of permittee-responsible mitigation as defined by 33 CFR 332.2.

WHEREAS, the wetland restoration plan for the QER Project was approved by the Corps on November 16, 2010. This restoration plan is detailed in the *Environmental Assessment* written by the Corps and dated December 2010 as well as *Qwuloolt/Poortinga Technical Report* written by the Corps and dated January 17, 2002. The QER wetland restoration plan describes the goals and objectives of the overall project, including the properties associated with this advance mitigation plan.

WHEREAS, under a separate agreement with Ecology and the Corps<sup>1</sup>, the City is potentially receiving a total of 10.36 credits that can be used to mitigate for wetland impacts which fall under the jurisdiction of both agencies. The additional potential credit generated (6.02 credits) under this agreement will be available for impacts that are only under Ecology jurisdiction.

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<sup>1</sup> Advance Wetland Mitigation Agreement for the City of Marysville, Washington. Dated March 2013.

## VI. Agreement

NOW, THEREFORE, in consideration of the aforesaid recitals, the parties agree as follows:

### VI.1 Advance Wetland Mitigation Plan

The City has developed an **Advance Wetland Mitigation Plan** detailing the sites to be used and activities to be accomplished in order to establish the advance mitigation effort that is the subject of this Agreement. This plan is hereby incorporated into this Agreement as Exhibit A.

The designs, terms and provisions of the Advance Wetland Mitigation Plan are hereby approved, in concept, by Ecology.

The five City properties and easement area within the restoration footprint (Figure 1) total 21.24 acres, as follows:

**TABLE 1: City Properties and Easement Area**

Parcel Label	Parcel #	*Acres	Ownership
West 1	30053300400200	10.77	City of Marysville
West 2	30053400300800	3.27	City of Marysville
West 3	30053300401000	2.50	City of Marysville
East 1	00918500098300	3.14	Ross, David & Debra (City Easement)
East 2	00918500099000	1.56	City of Marysville
<b>Total</b>		<b>21.24</b>	

\* Acre totals represent the credit generating area and the planted buffer area of the parcels, not the total parcel area.

### VI.2 Credit Generation

For purposes of credit calculation, it is assumed that 100% of the acreage is wetland<sup>2</sup> (Cereghino, 2006). According to the SEWIP plan and the Salmon Overlay to SEWIP, these wetlands are rated as the lowest quality wetlands in the lower Snohomish estuary. They are palustrine wetlands dominated by reed canarygrass (*Phalaris arundinacea*). A credit ratio will be applied to the City property and easement area in order to account for the low level of wetland function that is currently provided. Credits generated from the return of this area to its proper hydrogeomorphic wetland type (tidally influenced) will be a ratio of 1.2:1 for the Western properties and 1.5:1 for the Eastern properties. There is a total of 16.54 acres on the West, potentially generating 13.77-acre credits. There is a total of 4.7 acres on the East, where restoration actions will occur, but 0.8 acres of East 2 is

<sup>2</sup> Much of the City acreage within the QER footprint was likely effectively drained twelve years ago when the project planning process started. In the intervening years, maintenance of drainage channels within the district ceased and drainage started to fail. As a result, wetland hydrology has slowly reinstated on most if not all of the City's properties.

expected to be buffer and will not generate credit. Therefore, a total of 3.9 acres on the East will be potentially generating 2.6-acre credits. Credit ratios may be adjusted per section VI.5 below depending on site development. These acre-credit amounts are for the entire project including the credits accounted for in the *Advance Wetland Mitigation Agreement for the City of Marysville, Washington* dated March 2013. The additional credits generated under this agreement and not included in the agreement with the Corps are: 5.77 credits for the western parcels and 0.25 credits for the eastern parcels. Ecology recognizes these additional credits based on the ratios calculated through the SEWIP process.

Although Ecology will act in good faith in establishing credit generation ratios, and will give serious consideration to applying the ratios estimated above, Ecology can make no commitment through the vehicle of this Agreement to adhere to these ratios when a Mitigation Site Use Plan is submitted for review and approval.

The City will be required to demonstrate satisfactory accomplishment of performance standards in order to generate aquatic resource compensatory mitigation credits. Exhibit A contains detailed information regarding anticipated performance standards. Although Ecology will act in good faith in establishing performance standards, and will give serious consideration to applying the performance standards reflected in Exhibit A as a basis for generation of compensatory mitigation credits, Ecology can make no commitment through the vehicle of this Agreement to adhere to these performance standards until a Mitigation Site Use Plan is submitted for review and approval. Factors that may affect the establishment and application of performance standards are described in Exhibit A in more detail.

Exhibit A also contains a projected schedule of milestones at which accomplishment of performance standards will be evaluated, and at which point release of credits may be approved. The schedule below contains the numbers of credits the City anticipates proposing for Ecology approval for utilization as compensatory mitigation at each respective milestone. Although Ecology will act in good faith in establishing a credit generation schedule, and will give serious consideration to applying the credit generation schedule below as a basis for approval of release of compensatory mitigation credits for Ecology only regulated impacts, Ecology can make no commitment through the vehicle of this Agreement to adhere to these credit generation schedules until a Mitigation Site Use Plan is submitted for review and approval.

### **VI.3 Availability of Credits**

Credits subject to this agreement are only available for use on projects where the Corps does not have jurisdiction. Credits will become available following the method described below. For the purposes of this agreement only, this section supersedes the corresponding section in Exhibit A.

Credits are expected to be released based on the location of the City's Advance Mitigation properties and easement area within the QER Project site. Credits for City



owned properties on the west side (West 1, 2 and 3 Parcels) of the QER Project are expected to be released within 10 years if all performance standards are met. If the West parcels reach the Year 7 required condition (Performance Standard 4) by Year 5, then monitoring for that standard can be discontinued and the credit release schedule will be accelerated for that performance standard for the West parcels.

Part of the credit for the advance mitigation site has been captured under a separate agreement between the US Army Corps of Engineers (Corps), Ecology and the City.<sup>3</sup> This agreement includes information on the credits covered under the Advance Wetland Mitigation agreement as shown in Tables 2 and 3.

It is anticipated that this agreement will generate 6.02 acre-credits in addition to the 10.36 acre-credits recognized by the Corps. The first 30% of the Ecology credit accrued for these properties will become available when the As-built submittal is approved by Ecology and the site protection mechanism has been recorded (1.72 credits). After all Year 3 performance standards, including Performance Standard 7, are met for the west side, 25% of credits are expected to be released (1.43 credits). After all Year 5 performance standards are met for the west side, 20% of credits are expected to be released (1.15 credits). After all Year 7 performance standards are met for the west side, 20% of credits are expected to be released (1.15 credits). After all Year 10 performance standards are met for the west side and a Long-Term Management and Maintenance Plan has been approved by Ecology, the remaining 5% of credits are expected to be released (0.28 credits).

**TABLE 2: Mitigation Credit Accrual for Western Properties**

<b>Location within QER Project Area</b>	<b>Time of Credit Accrual</b>	<b>% Credit Released</b>	<b>Total Number of Credits Released</b>	<b>Corps/ Ecology Credits<sup>4</sup></b>	<b>Ecology Only Credits<sup>5</sup></b>
West	After As-built approval	30%	4.13	2.40	1.73
West	End of Year 3	25% (55% cumulative)	3.44	2.00	1.44
West	End of Year 5	20% (75% cumulative)	2.75	1.60	1.15
West	End of Year 7	20%	2.75	1.60	1.15

<sup>3</sup> See - *Advance Wetland Mitigation Agreement for the City of Marysville, Washington, between the US Army Corps of Engineers, the Washington State Department of Ecology and the City of Marysville. March 2013*

<sup>4</sup> These credits are tracked under a separate agreement with the Corps, Ecology and the City of Marysville - *Advance Wetlands Mitigation Agreement for the City of Marysville, Washington, March 2013.*

<sup>5</sup> This agreement only applies to and tracks the "Ecology-Only" credits.

		(95% cumulative)			
West	End of Year 10	5% (100% cumulative)	0.7	0.40	0.3
	<b>Total</b>	<b>100%</b>	13.77	8.01	5.77

The credits for the City-owned properties and easement area on the east side (East 1 and 2 Parcels) of the QER Project will be released separately. This area is expected to be subject to the ebb and flow of the tide, but inundation levels are uncertain. Therefore, the type of wetland that will develop on these properties is less certain. The first 33% of credit accrued for these properties are expected to become available when the As-built submittal is approved by Ecology and the site protection mechanism has been recorded (0.08 credits). After all East parcel Year 3 performance standards, including performance standard 7, are met 22% of credits are expected to be released (0.06 credits). After all East parcel Year 5 performance standards are met 20% of credits are expected to be released (0.05 credits). After all East parcel Year 7 performance standards are met 20% of the credits are expected to be released (0.05 credits). After all East parcel Year 10 performance standards are met and a Long-Term Management and Maintenance Plan has been approved by Ecology, the remaining 5% of credits are expected to be released (0.01 credits). Credits are expected to be released only if monitoring shows that performance standards applicable to both East parcels are being met. The expected release schedule and/or the expected number of credits available for City use may be adjusted based on the actual conditions that develop.

**TABLE 3: Mitigation Credit Accrual for Eastern Properties**

Location within QER Project Area	Time of Credit Accrual	% Credit Released	Total Number of Credits Released	Corps/ Ecology Credits <sup>6</sup>	Ecology only Credits <sup>7</sup>
East	After As-built approval	33%	0.86	0.78	0.08
East	End of Year 3	22% (55% cumulative)	0.57	.52	0.06
East	End of Year 5	20% (75% cumulative)	0.52	0.47	0.05
East	End of Year 7	20% (95%)	0.52	0.47	0.05

<sup>6</sup> These credits are tracked under a separate agreement with the Corps, Ecology and the City of Marysville - *Advance Wetlands Mitigation Agreement for the City of Marysville, Washington, March 2013.*

<sup>7</sup> This document only applies to and tracks "Ecology-Only" credits.

		cumulative)			
East	End of Year 10	5% (100% cumulative)	0.13	.12	0.01
	<b>Total</b>	<b>100%</b>	2.6	2.35	0.25

#### VI.4 Site Protection Instrument

As a prerequisite to the approval of use of any advance compensatory mitigation credits generated pursuant to this Agreement, the City must demonstrate that it has instituted, and presently has in force and effect, a real estate site protection mechanism approved by Ecology. The site protection mechanism must extend to the City-owned property and easement area, irrespective of the footprint on which the performance standards proposed as a basis for credit release have been accomplished.

City-owned parcels subject to this Agreement are proposed to be protected by execution of a restrictive covenant that prohibits future development and outlines consistent and allowable uses, as well as restricted and inconsistent uses on the City-owned parcels. The location and limitations associated with the wetland areas shall be included in the site protection instrument that is to be recorded with the Snohomish County Auditor's Office.

The City will work with the property owner of East 1 (Parcel #00918500098300) to execute a site protection instrument for that property. The site protection instrument will prohibit future development and outline consistent and allowable uses, as well as restricted and inconsistent uses on the City easement parcel. The location and limitations associated with the critical areas shall be included in the site protection instrument that is to be recorded with the Snohomish County Auditor's Office. If a site protection instrument cannot be recorded then the City will amend Exhibit A accordingly.

#### VI.5 Credit Generation Contingencies

Prior to any use of credits, if the City finds during routine maintenance and monitoring, described in Exhibit A, that site conditions do not warrant credit accrual the City may relinquish claims for credit prior to any use of mitigation credits under this Agreement. In such a circumstance, the City will reduce or eliminate the maintenance and monitoring described in Exhibit A for areas that are not eligible for credit accrual. The City also has the option, prior to any use of credits, to develop a contingency plan if site conditions warrant a modification to the performance standards delineated in Exhibit A.

Following first use of any credits reflecting accomplishment of any performance standards on any portion of the advance mitigation site covered by this Agreement, the City may submit a request to discontinue accomplishment of subsequent performance standards, and to forgo generation of the corresponding compensatory mitigation credits. Such a request will be considered a request for amendment of the Advance Wetland Mitigation Plan and this Agreement, which may be accomplished only with the express

written approval of Ecology. Ecology will act in good faith in reviewing any request for contingency amendment to Exhibit A following first use of credits generated under this Agreement, and approval thereof shall not be unreasonably denied. Alteration to maintenance and monitoring plans described in Exhibit A must similarly be submitted to the Ecology through a requested amendment to the Advance Wetland Mitigation Plan, and must be approved by Ecology prior to implementation.

## **VI.6 Impact Project Geographic Use Area**

The overall QER Project is expected to benefit Chinook and bull trout, as well as steelhead trout, other salmonids, other fish and wildlife by increasing the areal extent and connectivity of tidally-influenced wetlands in the Snohomish River system. The entire Water Resource Inventory Area (WRIA) 07 will benefit from the ecological lift in functions expected from implementing the QER Project. The additional work the City intends to perform on the City owned parcels and easement area, subject of this Agreement, would incrementally add to the functional lift in WRIA 07 associated with the QER Project. The overall QER Project in combination with the potential credit generating activities the City is proposing on their Parcels and easement area will provide a synergistic functional lift for the watershed. For the purposes of this Agreement, the impact project geographic use area will include any parcel within the Marysville City limits. All parcels in the impact project geographic use area must be below an elevation of 500 feet. A map of the impact project geographic use area is identified in Figure 2. The Snohomish County Assessor maintains detailed shapefiles of the Marysville City limits and parcel information. If the impact project geographic use area is questionable, these shapefiles will be used to make a determination.

The geographic use area, as described above and as depicted in Figure 2, is hereby approved by Ecology.

## **VI.7 Utilization of Credits**

The City will have the right to request use of credits generated by the Advance Wetland Mitigation Project to compensate for unavoidable project impacts, subject only to Ecology and City regulation, associated with City projects. Credits generated by the advance mitigation site, once approved by Ecology for use as compensatory mitigation in connection with an identified impacting project pursuant to this Agreement, cannot be sold. This advance mitigation Agreement is considered permittee-responsible mitigation as defined in 33 CFR 332.2.

Example unavoidable project impacts associated with City projects are identified in Table 4 below and described in Exhibit B. Ecology must approve the use of any compensatory mitigation credits generated pursuant to this Agreement, at the time of review of the Mitigation Site Use Plan. Use of credits for any specific compensatory mitigation purpose cannot be pre-approved through this Agreement. Consideration of debit of the advanced mitigation credits is not limited to the potential projects identified in Table 4. Impacts from additional City projects not listed in Table 4 may be eligible to utilize

credits in the future but must fall within the impact project geographic use area as defined above. Debiting against wetland mitigation credit may begin upon approval by Ecology of the Mitigation Site Use Plan, provided that the regulatory agencies with jurisdiction over the impacting City project(s) also approve the utilization of credits generated pursuant to this Agreement as adequate and appropriate compensatory mitigation.

The 24 projects listed in Table 4 and described in Exhibit B are located within the City of Marysville (see Figure 2) and fall otherwise within the established impact project geographic use area. From a watershed perspective, the advance mitigation project may provide ecologically preferable mitigation for impacts related to the listed projects, for reasons including the following: the advanced mitigation project creates habitat that is a limited resource in the watershed; the majority of the potential debit projects have low (e.g. Category III or IV) quality freshwater wetland impacts, which are not a limited resource in WRIA 07; many of the wetlands in the debit project footprints are disconnected from other wetlands or stream corridors; and, furthermore, a majority of the proposed debit projects will result from the expansion of existing infrastructure, which may contribute to the degraded functions at these locations.

**TABLE 4: Potential City of Marysville Debit Projects**

Improvement Project	Estimated Affected Wetlands	
	(s.f.)	Acres
SR 92 Break in Access	30,000	0.69
40th Street Extension	24,000	0.55
Sunnyside Blvd Expansion	44,300	1.02
Soper Hill Rd Expansion	26,600	0.61
1st Street Bypass	90,000	2.07
83rd Ave NE Expansion	73,500	1.69
Deering Park Frontage	4,000	0.09
Bayview Trail Corridor	50,700	1.16
Harborview Trail Corridor	5,600	0.13
67th Ave NE Expansion	71,700	1.65
88th Expansion (Allen Creek Crossing)	15,000	0.34
State Ave. Expansion (Quilceda Creek Crossing)	15,000	0.34
51st Ave NE Expansion	99,300	2.28
67th/108th Intersection Improvements	2,500	0.06
132nd Street Retaining Wall Repairs	2,500	0.06
New Sewer Alignment (156th St NE to 172nd St NE)	24,000	0.55
Frontier Fields Wetlands	1,800	0.04
Smokey Point Master Plan Area	170,000	3.90
Strawberry Fields	252,700	5.80

156th Street (West of Smokey Point Master Plan)	18,000	0.41
Geddes Marina Redevelopment	74,052	1.70
Regional Pond #2	69,696	1.60
Jennings Park expansion/improvements	21,780	0.50
27th Avenue Extension	15,000	0.34
<b>Total</b>	<b>1,201,728</b>	<b>27.58</b>

The City will be allowed to propose use of the available wetland mitigation credits until all credits generated and approved for use by Ecology have been completely debited. At the time credit generated pursuant to this Agreement is proposed to be used as compensatory mitigation for a specific project, the City shall provide to Ecology the following:

- Reference to the terms of this Agreement and to the Advance Wetland Mitigation Plan incorporated into this Agreement as Exhibit A, and verification that the project is in the impact project geographic use area.
- Copies of any monitoring reports that have been produced for the advance mitigation site
- A Mitigation Site Use Plan; and
- Verification that the impact project wetlands are not subject to Corps jurisdiction.

At a minimum, the **Mitigation Site Use Plan** shall contain sufficient documentation to demonstrate to the satisfaction of Ecology the following:

1. Demonstrate the advance mitigation site's ecological lift by meeting stated performance standards, through documentation in monitoring reports, site visits, and other supporting information as required by Ecology.
2. Propose and substantiate the number of compensatory mitigation credits to be generated as a result of accomplishment of the identified performance standards.
3. Demonstrate through the ledger required pursuant to this Agreement that sufficient credits are available for the proposed compensatory mitigation purpose.
4. Propose and substantiate further monitoring and documentation methods and requirements, applicable to the credits generated and to be used.
5. Propose and substantiate maintenance requirements to sustain the credits generated and to be used; such maintenance requirements may need to include the accomplishment of subsequent performance standards that are integral to the generated credits, the accomplishment of which: will be obligatory once initial credits are approved for use; and will generate, in turn, their own opportunity for advance compensatory mitigation credit.
6. Propose and substantiate an adaptive management plan applicable to the advance compensatory mitigation credits generated and to be used.
7. Propose and substantiate a long-term management and maintenance plan applicable to the advance compensatory mitigation credits generated and to be used.

8. Demonstrate that the City has instituted, and continues to maintain in force and effect, the site protection instrument required by Section VI.4 of this Agreement, applicable to the City owned property and easement area.
9. Describe the debit project's impacts to aquatic resources that require mitigation. Include type of aquatic impact, acreage, functions lost, and how impacts have been avoided and minimized.
10. Describe how the advance mitigation adequately compensates for the unavoidable impacts to waters of the State.
11. From a watershed perspective, demonstrate the advance mitigation is ecologically preferable to on-site mitigation options. For critical functions/resources it may be necessary to perform part of the mitigation on-site and use the advance mitigation site to compensate for the remainder of the functions (decouple the compensation).
12. Identify the amount of mitigation credit, generated from the advance site, that the City proposes is necessary to offset lost functions from the proposed impacts.

Ecology notes that impacts to wetlands must be avoided to the greatest extent practicable and that this Agreement does not provide any pre-approval of potential impacts to wetlands. The final decisions on impact project approval and the amount and type of compensatory mitigation required for that project are made by the applicable regulatory agencies with jurisdiction over the impacting proposal. The final decision on approval of availability of credits for use in providing advance compensatory mitigation pursuant to this Agreement lies with Ecology.

The potential to use the advance mitigation site as compensation for wetland impacts associated with these projects is predicated upon acquiring all required permits, and is subject to mitigation sequencing as required by the agencies with jurisdiction over the proposed impacting project.

The City of Marysville will maintain ownership or easement rights, as applicable, of the properties comprising the site of this advance mitigation Agreement and will retain full responsibility for all mitigation success, monitoring, maintenance, adaptive management, long-term management and maintenance, reporting, and tracking of all compensatory mitigation credits generated and utilized pursuant to this Agreement.

#### **VI.8 Wetland Mitigation Ratios**

The mitigation ratios for the impact projects will be determined on a case-by-case basis, based on the joint State-Federal wetland mitigation guidance (Ecology et al., 2006) or other applicable document approved by Ecology.

For project impacts solely regulated by the City of Marysville and not subject to State or Federal permitting, the City's Critical Areas Ordinance will be used.

The City must demonstrate that impacts cannot be avoided or further minimized before discussing compensatory mitigation with the Ecology.





## VI.9 Duration of Agreement

Once credits generated pursuant to this Agreement are first used, this Agreement shall remain in effect until all available wetland mitigation credits that may be generated by the advance mitigation site are debited, or the City has notified Ecology that it relinquishes the opportunity to generate any further credits on the advance mitigation site, whichever occurs first; provided that this Agreement will continue to remain in force until all obligations arising out of Mitigation Site Use Plans approved pursuant to this Agreement have been fulfilled, and until a Long Term Management and Maintenance Plan as called for in Exhibit A has been approved by Ecology. The advanced mitigation site protection instrument, monitoring requirements, long-term maintenance, and adaptive maintenance plan described in Exhibit A will remain in effect for the term described in the Mitigation Site Use Plan(s) approved pursuant to this Agreement.

This site is being used as “permittee-responsible mitigation.” Therefore, the City will not be allowed to sell or transfer any advance mitigation credits generated by the advance mitigation site once the City has first used any credit(s) generated pursuant to this Agreement as compensatory mitigation for an impact project. If it is determined the advance mitigation site and credits which could be generated as a result of accomplishment of additional performance standards are not needed by the City, the City will need to coordinate possible options with Ecology. The functions of monitoring, maintenance, and long-term management prescribed in this mitigation Agreement may be assigned with prior approval from Ecology; however, the City will remain legally responsible for the overall success of the advance mitigation site.

## VI.10 Recording Credit Transactions

When a credit is generated through the accomplishment of performance standards, approved by Ecology, and then used as compensatory mitigation for an aquatic resource impact, the City shall document each use in a credit ledger. This ledger will be separate from the ledger submitted under the Advance Wetland Mitigation Agreement with the City of Marysville, Ecology and the Corps<sup>8</sup>, and shall only portray the release and use of Ecology only credits. The credit ledger shall include the following:

- a) The year, and number of credits, that have been generated through the accomplishment of performance standards and have been approved by Ecology under a Mitigation Site Use Plan;
- b) Date and number of credits used as compensatory mitigation for an impacting project;
- c) The number of residual mitigation credits available for use that have been previously approved under a Mitigation Site Use Plan but not yet used;
- d) Location of the debit project that is proposed to use as compensatory mitigation credits from the advance mitigation project site;

<sup>8</sup> See - *Advance Wetlands Mitigation Agreement for the City of Marysville, Washington, between the US Army Corps of Engineers, the Washington State Department of Ecology and the City of Marysville. March 2013*

- e) Debit project permit numbers and types;
- f) Debit project impact to wetland acreage and wetland types affected; and
- g) The number of credits available for impacts to wetlands that are only under Ecology jurisdiction.

The City will submit to Ecology a credit ledger after each use of advance credits as compensatory mitigation for an impacting project. If no transactions happen within a year then the ledger can be submitted by January 31<sup>st</sup> of each year. The submittal of an annual credit ledger will include the items a through g above. The City is encouraged to post this Agreement and a copy of the current ledger on its website.

## **VII. Notices**

All correspondence related to this Agreement must contain the applicable Ecology reference number (e.g. projects utilizing the advance mitigation site). Pursuant to this advance mitigation Agreement the City will be responsible for sending a copy of the “As-built” report(s), Mitigation Site Use Plan(s), and all other required documentation to Ecology at the following address:

WA State Department of Ecology  
 Shorelands and Environmental Assistance Program  
 3190 160<sup>th</sup> Avenue SE  
 Bellevue, WA 98008

## **VIII. Amendments**

Amendments to this Agreement, including approved changes to the Advance Wetland Mitigation Plan incorporated as Exhibit A, may be accomplished through the express written agreement of all parties to this Agreement.

**IX. Signatures**

CITY OF MARYSVILLE

WASHINGTON STATE DEPARTMENT OF  
ECOLOGY

\_\_\_\_\_  
BY: Jon Nehring, Mayor  
City of Marysville

\_\_\_\_\_  
BY: Gordon White, Program Manager  
Shorelands & Environmental Assistance Program

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
City Clerk

Approved as to form:

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

## VIII. References

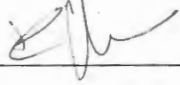
- Salmon Overlay to the Snohomish Estuary Wetland Integration Plan. 2001. Available at [http://www.everettwa.org/cityhall/upload\\_directory/SEWIP%20Salmon%20Overlay.pdf](http://www.everettwa.org/cityhall/upload_directory/SEWIP%20Salmon%20Overlay.pdf)
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- Snohomish County Assessor's Office. Assessor Data Web Page. 2011. Available at <http://assessor.snoco.org/services/data.aspx>
- Snohomish Estuary Wetland Integration Plan (SEWIP). 1997. Available at [http://www.everettwa.org/cityhall/upload\\_directory/SEWIP%201997.pdf#97](http://www.everettwa.org/cityhall/upload_directory/SEWIP%201997.pdf#97).
- Washington State Department of Ecology, US Army Corps of Engineers Seattle District, and US Environmental Protection Agency Region 10. Wetland Mitigation in Washington State – Part 1: Agency Policies and Guidance (Version 1), Washington State Department of Ecology Publication #06-06-011a. Olympia, WA. Available at <https://fortress.wa.gov/ecy/publications/summarypages/0606011a.html>
- Washington State Department of Ecology, US Army Corps of Engineers and the City of Marysville. March 2013. *Advance Wetland Mitigation Agreement for the City of Marysville, Washington.*

# *Index #9*

## CITY OF MARYSVILLE AGENDA BILL

### EXECUTIVE SUMMARY FOR ACTION

**CITY COUNCIL MEETING DATE: November 12, 2013**

AGENDA ITEM: Project Acceptance: Lakewood Triangle Access / 156 <sup>th</sup> Street Overcrossing Project	
PREPARED BY: Patrick Gruenhagen, Project Manager	DIRECTOR APPROVAL: 
DEPARTMENT: Engineering	
ATTACHMENTS: <ul style="list-style-type: none"> <li>• Letter of Physical Completion</li> </ul>	
BUDGET CODE: 30500030.563000 R0604	AMOUNT: N/A

**SUMMARY:**

The City Council awarded the “Lakewood Triangle Access / 156<sup>th</sup> Street Overcrossing” contract to Guy F. Atkinson Construction Company on June 13, 2011, in the amount of \$9,394,048.20.

Guy F. Atkinson physically completed the work for this project on September 24, 2013. The work was accomplished at a total cost of \$9,634,423.36, which is \$240,375.16 more than, or 2.56% beyond the original bid amount, but within the management reserve of \$400,000.00. Staff notes that this also compares favorably to the industry average for construction change orders, which is widely recognized to be approximately 5% of original contract value.

The work performed under this Contract was inspected by City Engineering staff and found to be physically complete in accordance with the approved plans and specifications.

<p><b>RECOMMENDED ACTION:</b> Staff recommends that Council Authorize the Mayor to accept the Lakewood Triangle Access / 156<sup>th</sup> Street Overcrossing Project, starting the 45-day lien filing period for project closeout.</p>
---



**PUBLIC WORKS**

Kevin Nielsen, *Director*

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

October 2, 2013

Mr. Brandon Dully  
 Guy F. Atkinson Construction Company  
 707 South Grady Way, Suite 500  
 Renton, WA 98057

Re: Marysville Project R-0604  
 Lakewood Triangle Access / 156<sup>th</sup> Street Overcrossing  
**Notice of Physical Completion**

Dear Brandon:

This letter is to confirm that work on the referenced project was deemed Physically Complete by the City of Marysville on September 24, 2013, given completion of final punch-list items by your electrical subcontractor, Service Electric. Accordingly, we will now be taking the project forward to Marysville City Council for recommended final acceptance. This is tentatively scheduled to occur on November 11<sup>th</sup>, after which time the 45-day lien filing period will commence.

The following documents still must be generated in order to establish the Project Completion Date:

1. Certificate of Release from Department of Labor and Industries
2. Certificate of Release from the Department of Revenue
3. Certificate of Release from the Employment Security Department

Atkinson's retainage bond in the amount of 5% of the Contract price will be released pending receipt of the release forms, and completion of the lien filing period (*presuming that no claims are filed*). If you have any questions or comments, please contact me.

Sincerely,

A handwritten signature in cursive script that reads "Pat Gruenhagen".

Patrick L. Gruenhagen, PE  
 Project Manager

Enclosures

CC: File, R-0604

# *Index #10*



**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 11/12/2013**

<b>AGENDA ITEM:</b> Project Acceptance: Sunnyside Blvd Water Main	
<b>PREPARED BY:</b> Ryan Morrison, Engineering Tech	<b>DIRECTOR APPROVAL:</b>  <i>JEB</i>
<b>DEPARTMENT:</b> Engineering	
<b>ATTACHMENTS:</b> Notice of Physical Completion Letter	
<b>BUDGET CODE:</b> 40220594.563000 W1102	<b>AMOUNT:</b> N/A

**SUMMARY:**

The Sunnyside Blvd Water Main project is a component of the improvements that are required for the City's acquisition of the PUD water system. This included the construction of 1,100-feet of 12-inch water main along Sunnyside Blvd from approximately 33rd Pl to 29th Pl.

City Council awarded the project to SRV Construction on July 8, 2013 in the amount of \$254,445.46 including a management reserve of \$15,554.54 for a total of \$270,000.00. The project was completed at a cost of \$252,204.03 which was \$2,241.43 or 0.9% less than the original bid amount.

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

<b>RECOMMENDED ACTION:</b> Staff recommends that Council authorize the Mayor to accept the Sunnyside Blvd Water Main project, starting the 45-day lien filing period for project closeout.



## PUBLIC WORKS

Kevin Nielsen, *Director*

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

September 25, 2013

SRV Construction, Inc.  
 PO Box 481  
 Oak Harbor, WA 98277

**Subject: Sunnyside Blvd Water Main – Notice of Physical Completion**

Dear Mr. Snyder:

In accordance with Section 1-05.11(2) of the Special Provisions, this project was considered physically complete as of Thursday, September 5, 2013.

This notification does not constitute completion, or final acceptance by the City per Section 1-05.11(2) of the Contract's General Special Provisions.

Please submit to me as soon as possible the following in order to close out this project:

1. A final pay request.

Recommendation for Final Acceptance will be sent to the City Council for approval at the first available council meeting. This date of final acceptance shall start the forty-five (45) day lien period for the release of your retainage upon receipt of the following.

1. Certificate of Release from the Department of Revenue
2. Certificate of Release from the Employment Security Department
3. Certificate of Release from the Department of L&I
4. Affidavit of Wages Paid (to be submitted by SRV to the City)

It has been a pleasure working with you and the rest of the SRV staff on this project. I look forward to working with you on future projects.

Sincerely,

Ryan Morrison, EIT  
 Engineering Technician

# *Index #11*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: November 12, 2013**

<b>AGENDA ITEM:</b> PA 12-025 Code amendment to Section 22E.030.090 – “Categorical Exemption, threshold determinations, and enforcement of mitigating measures”	<b>AGENDA SECTION:</b> New Business	
<b>PREPARED BY:</b> Cheryl Dungan, Senior Planner	<b>APPROVED BY:</b>	
<b>ATTACHMENTS:</b> <ol style="list-style-type: none"> <li>1. Draft Ordinance</li> <li>2. Memo to PC from Cheryl Dungan dated October 14, 2013</li> <li>3. PC Recommendation</li> <li>4. PC Minutes dated 10-22-2013</li> </ol>	<b>MAYOR</b>	<b>CAO</b>
	<b>BUDGET CODE:</b>	
<b>BUDGET CODE:</b>		<b>AMOUNT:</b>

**DESCRIPTION:**

The attached draft amendments propose broader SEPA “Flexible” Categorical Exemptions as provided in WAC 197-11-800. The revised WAC allows cities planning under GMA to adopt ‘flexible’ maximum thresholds provided it can be demonstrated that existing plans, codes, and policies are already in place to mitigate potential negative environmental impacts for smaller projects. As DOE concluded, and staff concurs, minor new construction less than the proposed maximum exemption levels has a relatively low chance of significant impact when appropriate mitigations are provided in the rules and regulations implemented through the permit process.

The proposed amendments will help strengthen Marysville’s economic base, by eliminating procedural redundancies and help make the permit process more predictable, timely, and competitive.

Attached is a staff summary of the proposed ordinance.

<b>RECOMMENDED ACTION:</b> Planning staff recommends the Council affirm the PC’s recommendation to adopt the proposed revisions to MMC 22E.030.090 as proposed.
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<b>COUNCIL ACTION:</b>
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**CITY OF MARYSVILLE**  
**Marysville, Washington**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON RELATED TO TITLE 22 (THE UNIFORM DEVELOPMENT CODE) OF THE MARYSVILLE MUNICIPAL CODE (MMC) AND TO THE ADOPTION OF MAXIMUM STATE ENVIRONMENTAL POLICY ACT (SEPA) FLEXIBLE CATEGORICAL EXEMPTION THRESHOLDS AS PROVIDED IN WAC 197-11-800; AMENDING MMC 22E.030.090 CATEGORICAL EXEMPTIONS, THRESHOLD DETERMINATIONS, AND ENFORCEMENT OF MITIGATING MEASURES**

**WHEREAS**, the City Council of the City of Marysville does find that from time to time it is necessary and appropriate to review and revise provisions of the City's Uniform Development Code (Title 22 MMC); and

**WHEREAS**, following a comprehensive review of the above-referenced City codes by City staff, the Marysville Planning Commission held public workshop on September 24, 2013; and

**WHEREAS**, after providing notice to the public as required by law, on October 22, 2013 the Marysville Planning Commission held a public hearing on proposed changes to the Uniform Development Code and received public input and comment on said proposed revisions; and

**WHEREAS**, this action is exempt from environmental review pursuant to WAC 197-11-800(19) and no SEPA Threshold Determination was issued; and

**WHEREAS**, the proposed amendments were submitted to affected tribes, agencies with expertise, affected jurisdictions, the department of ecology, and the public on September 27, 2013 for comment pursuant to WAC 197-11-800(1)(c)(iii); and

**WHEREAS**, no substantive comments were received from the state agencies or the Department of Ecology; and

**WHEREAS**, the Council finds that project-level public comment opportunities are provided for proposals included in these increased exemption levels in Chapter 22E.030 MMC; and

**WHEREAS**, the Council finds that the requirements for environmental analysis, protection and mitigation have been adequately addressed for the development exempted; and

**WHEREAS**, at a workshop on November 4, 2013 and a public meeting on November 12, 2013 the Marysville City Council reviewed and considered the amendments to the Uniform Development Code proposed by the Maryville Planning Commission;

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

**Section 1. Amending Section 22E.030.090 Categorical exemptions, threshold determinations, and enforcement of mitigating measures to read as follows:**

The city of Marysville adopts WAC 197-11-300 through 197-11-390, 197-11-800 through 197-11-890, and 197-11-908 as now existing or hereinafter amended, by reference, subject to the following:

ORDINANCE - 1  
 R-MHP Ordinance

(1) Establishment of Flexible Thresholds for Categorically Exempt Actions. The following exempt threshold levels are hereby established pursuant to WAC 197-11-800(1)(d) :

- (a) The construction or location of any single-family residential structures of less than or equal to 30 dwelling units;
- (b) The construction or location of any multi-family residential structures of less than or equal to 60 dwelling units.
- (c) The construction of a barn, loafing shed, farm equipment storage building, produce storage or packing structure, or similar agricultural structure, covering less than or equal to 40,000 square feet, and to be used only by the property owner or his or her agent in the conduct of farming the property. This exemption shall not apply to feed lots;
- (c) The construction of an office, school, commercial recreational, service or storage building with less than or equal to 30,000 square feet of gross floor area, and with associated parking facilities and/or independent parking facilities designed for less than or equal to 90 automobiles;
- (e) Any landfill or excavation of less than or equal to 1,000 cubic yards throughout the total lifetime of the fill or excavation; and any fill or excavation classified as a Class I, II, or III forest practice under RCW 76.09.050 or regulations thereunder.

(2) Categorical exemptions without flexible thresholds

The following proposed actions that do not have flexible thresholds are categorically exempt from threshold determination and EIS requirements, subject to the rules and limitations on categorical exemptions contained in 197-11-305 WAC.

- (a) Actions listed in Chapter 197-11-800, Sections 2-24 WAC.

(3) Environmentally Critical Areas. The Marysville shoreline environments map and the critical areas maps adopted pursuant to this Title 22E designate the location of environmentally sensitive areas within the city and are adopted by reference. For each environmentally sensitive area, the exemptions within WAC 197-11-800 that are inapplicable for the area are (1), (2)(d), (2)(e), (6)(a) and (24)(a) through (g). Unidentified exemptions shall continue to apply within environmentally sensitive areas of the city.

- (a) Lands Covered by Water. Certain exemptions do not apply on lands covered by water, and this remains true regardless of whether or not lands covered by water are mapped.
- (b) Treatment. The city shall treat proposals located wholly or partially within an environmentally critical area no differently than other proposals under this chapter, making a threshold determination for all such proposals. The city shall not automatically require an

EIS for a proposal merely because it is proposed for location in an environmentally critical area.

(3) Responsibility for Determination of Categorical Exempt Status. The determination of whether a proposal is categorically exempt shall be made by the responsible official.

(4) Mitigation Measures. Modifications to a SEPA checklist or other environmental documentation that result in substantive mitigating measures shall follow one of the following processes:

(a) The responsible official may notify the applicant of the requested modifications to the proposal and identify the concerns regarding unmitigated impacts. The applicant may elect to revise or modify the environmental checklist, application, or supporting documentation. The modifications may include different mitigation measures than those requested by the responsible official; however, acceptance of the proposed measures is subject to subsequent review and approval by the responsible official.

(b) The responsible official may make a mitigated determination of nonsignificance (MDNS), identifying mitigating measures. The MDNS may be appealed by the applicant pursuant to MMC [22E.030.180](#).

(c) The responsible official may identify mitigating measures in a letter and mail that letter to the applicant. In writing, the applicant may acknowledge acceptance of these measures as mitigating conditions. The acknowledgement shall be incorporated into the application packet as supporting environmental documentation or as an addendum to the environmental checklist.

**Section 2. Severability.**

If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase or this ordinance.

**Section 3. Effective Date.**

This ordinance shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

**PASSED** by the City Council and **APPROVED** by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**CITY OF MARYSVILLE**

By: \_\_\_\_\_  
JON NEHRING, MAYOR

Attest:

By: \_\_\_\_\_  
CITY CLERK

Approved as to form:

By: \_\_\_\_\_  
GRANT K. WEED, CITY ATTORNEY

Date of Publication: \_\_\_\_\_

Effective Date: \_\_\_\_\_  
(5 days after publication)





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

## MEMORANDUM

**DATE: October 14, 2013**  
**TO: Planning Commission**  
**FROM: Cheryl Dungan, Senior Planner**  
**RE: Summary of SEPA 'Draft' Flexible Threshold Categorical Amendments**

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### Background:

The State Environmental Policy Act (SEPA) was adopted in 1971 to provide regulatory framework to provide state and local agencies a way to address environmental issues. No substantive reforms to SEPA have been enacted in the past 41 years. The Washington State Legislature adopted SB 6406 during the last legislative session that made changes to the current SEPA thresholds. Phase 1 of the changes took effect on January 31, 2013.

In ESSB 6406 the state legislature directed that the Department of Ecology (DOE) evaluate the rule-based categorical exemptions in WAC 197-11 (SEPA Rules). The bill established two phases of rule making that included:

1. Increase the rule-based categorical exemptions to Chapter 43.21C RCW found in WAC 197-11-800 and
2. Update the environmental checklist. The environmental checklist is a standardized tool that possesses questions regarding a proposals effect on elements of the environment. Staff uses the response to questions to evaluate the proposal against the mitigations provided in adopted regulations.

Phase 1 took effect on January 31, 2013. The new thresholds must be formally adopted before the City can utilize them. The purpose of the revised rule is to create higher levels of flexibility for cities, counties, and agencies to exempt minor new construction.

Phase 2 of the rule-making to update the environmental checklist is scheduled to take effect in January of 2014.

SEPA provides a framework to condition or deny a proposal when mitigations are not provided for in policies adopted by the City and incorporated into regulations, plans, or codes. The environmental review process in SEPA is designed to work with other regulations to provide a comprehensive review of a proposal. Most regulations focus on particular aspects of a proposal, while SEPA requires the identification and evaluation of probable significant impacts for all elements of the environment. Combining the review processes of SEPA and other laws reduces duplication and delay by combining study

needs, comment periods and public notices, and allowing agencies, applicants, and the public to consider all aspects of a proposal at the same time.

The City's environmental procedures have built in redundancies given that the City's current thresholds are below the level mitigations provided in local, state, and federal regulations.

To support the City's goal to strengthen Marysville's economic base, procedural redundancies should be eliminated. By implementing efforts to make the permit process predictable, timely, and competitive efficiencies are achieved in the permit process that will provide for a more focused review of proposals.

The state legislature has provided agencies the flexibility to evaluate local environmental procedures. By raising the thresholds for environmental review of minor new construction the City can reduce the redundancies created by the current procedures.

Many categorical exemptions use size criteria to determine if a proposal is exempt. Perhaps the most commonly used categorical exemption based on size criteria is for "minor new construction". Projects are determined to be minor new construction if quantities fall below certain levels for grading, number of parking stalls, number of dwelling units and gross floor area for commercial and industrial projects. The SEPA rules set a minimum level requiring all municipalities to exempt the project if it falls below that minimum level. The SEPA rules also set maximum levels providing municipalities with the option of adopting a level above the minimum and below the maximum. These are called flexible thresholds.

City's such as Marysville planning under GMA, were provided the most flexibility. This is the basis for the staff's recommendation.

As DOE concluded, and staff concurs, minor new construction less than the exemption level has a relatively low chance of significant impact when appropriate mitigations are provided in the rules and regulations implemented through the permit process. Given the extensive investment that the City is making and will continue to make in comprehensive plans and development regulations it is staff's belief that the local, state, and federal regulations employed during the City's environmental review process provide the appropriate level of mitigation for the impacts of development at or below the proposed thresholds for minor new construction as proposed below.

### **Flexible Thresholds:**

#### Increase the Minor New Construction Thresholds

Marysville's SEPA regulations are located in Chapter **22E.030** MMC. Staff at this time is recommending that Planning Commission consider setting the maximum level allowed by the new SEPA rules.

The following table illustrates the current and proposed flexible thresholds, with the levels in the gray column the recommended levels to adopt.

Project Type	WAC 197-11-800(1)		Current City Thresholds	
	Minimum	Maximum	Existing	Proposed
Single Family Residential (# of lots)	4	30	9	30
Multi-Family (# of units)	4	60	9	60
Agricultural (Sq. Ft.)	10,000	40,000	10,000	40,000
Commercial/Industrial Buildings (gross floor area in sq. ft.)	4,000	30,000	12,000	30,000
Parking Lots (number of parking stalls)	20	90	40	90
Grading (cubic yards cut and fill)	100	1,000	500	1,000
Electric Utility Lines				

### Proposed Code Amendment

#### 22E.030.090 Categorical exemptions, threshold determinations, and enforcement of mitigating measures.

The city of Marysville adopts WAC 197-11-300 through 197-11-390, 197-11-800 through 197-11-890, and 197-11-908 as now existing or hereinafter amended, by reference, subject to the following:

(1) Establishment of **Flexible** Thresholds for Categorically Exempt Actions. The following exempt threshold levels are hereby established pursuant to WAC 197-11-800(1)(~~d~~**e**) **for the exemptions in WAC 197-11-800(1)(b)**:

(a) The construction or location of any **single-family** residential structures of less than or equal to ~~nine~~ **30** dwelling units;

**(b) The construction or location of any multi-family residential structures of less than or equal to 60 dwelling units.**

~~(c)~~ The construction of a barn, loafing shed, farm equipment storage building, produce storage or packing structure, or similar agricultural structure, covering

less than or equal to ~~14~~40,000 square feet, and to be used only by the property owner or his or her agent in the conduct of farming the property. This exemption shall not apply to feed lots;

(c) The construction of an office, school, commercial recreational, service or storage building with less than or equal to ~~1230~~1,230,000 square feet of gross floor area, and with associated parking facilities and/or independent parking facilities designed for less than or equal to ~~40~~ 90 automobiles;

~~(d) The construction of a parking lot designed for less than or equal to 40 automobiles;~~

(e) Any landfill or excavation of less than or equal to ~~5~~1,000 cubic yards throughout the total lifetime of the fill or excavation; and any fill or excavation classified as a Class I, II, or III forest practice under RCW 76.09.050 or regulations thereunder.

(2) Categorical exemptions without flexible thresholds

The following proposed actions that do not have flexible thresholds are categorically exempt from threshold determination and EIS requirements, subject to the rules and limitations on categorical exemptions contained in 197-11-305 WAC.

(a) Actions listed in Chapter 197-11-800, Sections 2-24 WAC.

~~(2)~~(3) Environmentally Critical Areas. The Marysville shoreline environments map and the critical areas maps adopted pursuant to this Title 22E designate the location of environmentally sensitive areas within the city and are adopted by reference. For each environmentally sensitive area, the exemptions within WAC 197-11-800 that are inapplicable for the area are (1), (2)(d), (2)(e), (6)(a) and (24)(a) through (g). Unidentified exemptions shall continue to apply within environmentally sensitive areas of the city.

(a) Lands Covered by Water. Certain exemptions do not apply on lands covered by water, and this remains true regardless of whether or not lands covered by water are mapped.

(b) Treatment. The city shall treat proposals located wholly or partially within an environmentally critical area no differently than other proposals under this chapter, making a threshold determination for all such proposals. The city shall not automatically require an EIS for a proposal merely because it is proposed for location in an environmentally critical area.

(3) Responsibility for Determination of Categorical Exempt Status. The determination of whether a proposal is categorically exempt shall be made by the responsible official.

(4) Mitigation Measures. Modifications to a SEPA checklist or other environmental documentation that result in substantive mitigating measures shall follow one of the following processes:

(a) The responsible official may notify the applicant of the requested modifications to the proposal and identify the concerns regarding unmitigated impacts. The applicant may elect to revise or modify the environmental checklist, application, or supporting documentation. The modifications may include different mitigation measures than those requested by the responsible official; however, acceptance of the proposed measures is subject to subsequent review and approval by the responsible official.

(b) The responsible official may make a mitigated determination of nonsignificance (MDNS), identifying mitigating measures. The MDNS may be appealed by the applicant pursuant to MMC [22E.030.180](#).

(c) The responsible official may identify mitigating measures in a letter and mail that letter to the applicant. In writing, the applicant may acknowledge acceptance of these measures as mitigating conditions. The acknowledgement shall be incorporated into the application packet as supporting environmental documentation or as an addendum to the environmental checklist.

**Recommendation:**

The minimum twenty-one day notice to affected tribes, agencies with expertise, affected jurisdictions, DOE, and the public and provide opportunity to comment was provided. To date, no comments have been received. **Staff is recommending the Planning Commission forward the proposed changes to 22E.030 MMC to City Council with a recommendation of approval.**

**EXHIBIT A****Impact Summary**

Below is a summary of SEPA conditions for PA files between 2005 and 2008 that would fall within the maximum exemption thresholds listed above:

Impact of increasing SEPA Exemption Thresholds

File #	Project Name	# of Residential Lots/Units	Commercial Sq. Ft.	Conditions
PA 05005	Kenley	29 lots		County traffic mitigation fees; Extension of internal plat road to property line for future road connection
PA 05014	Emerald Hills Estates Div 4	14 unit MHP expansion		County traffic mitigation fees
PA 05043	Shadow Brook	12 lots		County traffic mitigation fees
PA 05046	Borseth Storage Bldg		17,000 SF	County traffic mitigation fees
PA 05057	Robinson Lane	30 units		County traffic mitigation fees; (septic & well abandonment – required in WAC)
PA 06009	Acro Machining		30,000 SF	County traffic mitigation fees
PA 06039	Brickyard Commons	19 units		County traffic mitigation fees; Record emergency access/utility easement through adjoining property or provide on-site turnaround
PA 06042	Beach Ave	12 units		County traffic mitigation fees
PA 06088	Ironwood Court	27 lots		County traffic mitigation fees; Conditioned to meet WR Master

				Plan requirements prior to its adoption; Restrict access onto 87 <sup>th</sup> (EDDS requirement)
PA 07004	Warehouse Bldg		26,000 SF	County traffic mitigation fees;
File #	Project Name	# of Residential Lots/Units	Commercial Sq. Ft.	Conditions
PA 07004 (cont)	Warehouse		26,000 SF	Extension of 41 <sup>st</sup> Ave to property boundary or agreement w/City to allow purchase of ROW w/in 3 yrs
PA 07021	Deer Acres PPL	25 lots		County traffic mitigation fees; Demonstrate no off-site drainage impacts to neighboring property (DOE Manual);
PA 07027	Sunset on the Bay PPL	12 lots		County traffic mitigation fees; Meet recommendations in geotech report; Off-site lane widening and construction of walkway; Required development of traffic control plan and implementation of recommendations if identified (EDDS)
PA 07037	Twin Lakes		23,000 SF	County traffic

	Commercial Site Plan		retail	mitigation fees; WSDOT traffic mitigation fees; proportionate share to off-site signal
PA 07053	Madison Commercial Site Plan		15,000 SF retail	Contaminated soil cleanup plan & removal & proper soil disposal; County traffic mitigation fees; WSDOT traffic mitigation fees;
File #	Project Name	# of Residential Lots/Units	Commercial Sq. Ft.	Conditions
PA 07053 (cont)	Madison Commercial Site Plan		15,000 SF retail	modification of curb & signage to allow proper fuel truck movements through intersection
PA 07057	Multi-family Site Plan	5 units		County traffic mitigation fees; Parking in garages only/no storage; Record joint access easement w/adjoining parcel to allow future combined access point; meet geotech recommendations; painting of curbs to maintain/identify 'no parking fire lane'
PA 07061	Multi-family site plan	12 units		Record joint access easement between parcels; County traffic mitigation fees;



PA 08010	Typolt PPL	23 lots		County traffic mitigation fees; Comply with WR Plan; Follow geotech recommendations; Well/septic id and protection and/or abandonment; Proportionate share intersection improvements at 83 <sup>rd</sup> /SR 528
File #	Project Name	# of Residential Lots/Units	Commercial Sq. Ft.	Conditions
PA 08013	Tran Commercial Site Plan		17,145 SF retail 4,080 restaurant	County traffic mitigation fees; Comply with WR Plan; Follow geotech recommendations; dedication of ROW
PA 08014	Frontier Commercial Site Plan		15,000 SF	County traffic mitigation fees; Follow geotech recommendations; Undergrounding of power
PA 08026	English Acres PPL	11 lots		County traffic mitigation fees; Restripe portion of State Ave to address potential safety concern; Well/septic id and protection and/or abandonment;

With the exception of the collection of county and WSDOT traffic mitigation fees, the majority of conditions are covered by existing city code or state law, including the

requirements for off-site traffic improvements when deemed necessary for public health & safety. The SEPA revisions allow jurisdictions to adopt standards that fall anywhere within the range of the minimum and maximum exemption levels.



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

## **PC Recommendation – Adoption of SEPA Flexible Categorical Exemptions**

The Planning Commission (PC) of the City of Marysville, having held a public hearing to review the following NON-PROJECT action code revision(s) to: the MMC and to the adoption of Maximum State Environmental Policy Act (SEPA) Flexible Categorical Exemption Thresholds as provided in WAC 197-11-800; amending MMC 22E.030.090 Categorical Exemptions, threshold determination and enforcement of mitigating measures and a workshop on September 24, 2013 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:**

Following a comprehensive review of the above-referenced City codes by City staff, the Marysville Planning Commission held public workshop on September 24, 2013; and

After providing notice to the public as required by law, on October 22, 2013 the Marysville Planning Commission held a public hearing on proposed changes to the Uniform Development Code and received public input and comment on said proposed revisions; and

This action is exempt from environmental review pursuant to WAC 197-11-800(19) and no SEPA Threshold Determination was issued; and

the proposed amendments were submitted to affected tribes, agencies with expertise, affected jurisdictions, the department of ecology, and the public on September 27, 2013 for comment pursuant to WAC 197-11-800(1)(c)(iii); and

No substantive comments were received from the state agencies or the Department of Ecology; and

Project-level public comment opportunities are provided for proposals included in these increased exemption levels in Chapter 22E.030 MMC; and

The requirements for environmental analysis, protection and mitigation have been adequately addressed for the development exempted; and

### **CONCLUSIONS:**

At the public hearing, held on October 22<sup>nd</sup>, 2013, the PC recommended adoption of the NON-PROJECT code revisions as reflected in the PC minutes attached hereto as **Exhibit A**.

### **RECOMMENDATION:**

Forwarded to the City Council as a Recommendation of Approval of the NON-PROJECT action code revisions to: the MMC and to the adoption of Maximum State Environmental Policy Act (SEPA) Flexible Categorical Exemption Thresholds as provided in WAC 197-11-800; amending MMC 22E.030.090 Categorical Exemptions by the City of Marysville Planning Commission this 22<sup>nd</sup> day of October, 2013.

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

Steve Lelfer, Planning Commission Chair

*DRAFT*PLANNING  
COMMISSIONMINUTES

October 22, 2013

7:00 p.m.

City Hall

**CALL TO ORDER**

Chair Leifer called the October 22, 2013 meeting to order at 7:00 p.m. noting the excused absences of Marvetta Toler and Kelly Richards. He also pointed out that there was no one present in the audience.

Marysville

**Chairman:** Steve Leifer

**Commissioners:** Roger Hoen, Jerry Andes, Kay Smith, Steven Lebo,

**Staff:** Senior Planner Cheryl Dungan,

**Absent:** Kelly Richards, Marvetta Toler

**APPROVAL OF MINUTES****September 24, 2013**

Commissioner Smith pointed out that her last name needs to be corrected on page 1 under *Approval of Minutes* from Kay Toler to Kay **Smith**.

**Motion** made by Commissioner Richards, seconded by Commissioner Lebo, to approve the September 24, 2013 Meeting Minutes as amended. **Motion** passed unanimously (5-0).

**AUDIENCE PARTICIPATION**

None

**PUBLIC HEARINGS**

None

**SEPA 'Draft' Flexible Threshold Categorical Amendments**

The hearing was opened at 7:02 p.m.

Senior Planner Cheryl Dungan stated that the City is proposing to adopt the maximum allowed threshold limits allowed by state. She reviewed the proposed limits as listed in the Commission packet.

Commissioner Hoen said he read in the paper that some town was stimulating growth and the economy by cutting down on the number of permits needed. Senior Planner Dungan noted that Marysville has done that where possible, but some permits are more complicated and need more review than others. The City has moved toward issuing simple permits where possible. She agreed that it does make people happy when they can get their permits more quickly.

Commissioner Andes asked why they decided to make the rules looser. Senior Planner Dungan reviewed the history of this. She said the State legislature passed regulations ordering the Department of Ecology to raise the threshold because under the Growth Management Act (GMA) cities have been required to adopt critical area ordinances using best available science and other regulations that didn't exist when SEPA was written back in 1976. Staff no longer has to condition as many projects because there are now rules. In that way the legislature saw that there was no longer a need for a lot of the smaller projects to go under that review.

Chair Leifer commended staff for their analysis of the situation and for their take on the standards.

The hearing was closed at 7:08 p.m.

**Motion** made by Commissioner Hoen, seconded by Commissioner Smith, to forward this to the Council with a recommendation for approval. **Motion** passed unanimously (5-0).

**NEW BUSINESS****SB5105 - Briefing**

Senior Planner Dungan explained that the governor signed Senate Bill 5105 regulating sex offender housing. When the state provides vouchers to newly released inmates they also are required to notify local jurisdictions of their release. If there are two or more residents that receive vouchers within a house they have to notify the city that new sex offender housing is coming in. The Planning Commission packet contains a summary of the bill and a draft plan of how Senate Bill 5105 will be implemented by setting up contacts with the Department of Corrections. The packet also contains a map and listing of all the social services so the City can contest if they think that too many social services are being placed in one area. The City is proposing business licensing for housing with more than two residents. This would be a way to start tracking who is

***DRAFT***

renting and if they have been approved by the Department of Corrections for offender housing. It also enables the City to do inspections, triggers code enforcement issues, etc.

Chair Leifer asked if having one of these homes in an area could prohibit someone else from opening other types of housing. Senior Planner Dungan did not think it would. The regulations apply only to the offenders who are being released and receiving state money for housing from the Department of Corrections.

Senior Planner Dungan noted that this also encourages offenders to go to smaller group homes. The Department of Corrections is required to have smaller homes with between two and eight residents as preferred housing instead of the larger congregations of more than eight offenders living in homes. She emphasized that Gloria Hirashima worked hard on Senate Bill 5105, and Marysville was instrumental in getting it passed.

### **COMMENTS FROM COMMISSIONERS**

Commissioner Hoen asked if review of the marijuana issue would be coming to the Planning Commission. Senior Planner Dungan affirmed that it would be coming soon. A committee will be formed to discuss the issue as well. There was general discussion about the status of this matter and issues related to conflicting state and federal laws.

### **CITY COUNCIL AGENDA ITEMS AND MINUTES**

#### **ADJOURNMENT**

**Motion** made by Commissioner Smith, seconded by Commissioner Andes, to adjourn at 7:30 p.m. **Motion** passed unanimously (5-0).

**NEXT MEETING:** November 26, 2013

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Laurie Hugdahl, Recording Secretary