

## Marysville City Council Work Session

November 1, 2010

7:00 p.m.

City Hall

### Call to Order

### Pledge of Allegiance

### Roll Call

### Committee Reports

### Presentations

### Discussion Items

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

1. Approval of October 11, 2010 City Council Meeting Minutes.
2. Approval of October 13, 2010 City Council Budget Work Session Minutes.
3. Approval of October 18, 2010 City Council Work Session Minutes.

### Consent

4. Approval of October 20, 2010 Claims in the Amount of \$324,551.33; Paid by Check Number's 66114 through 66266 with Check Number 66107 Voided.
5. Approval of October 27, 2010 Claims.
6. Approval of October 27, 2010 Payroll in the Amount of \$396,351.62; Paid by Check Number's 23382 through 23657 with Check Number 23502 Voided and Reissued with Check Number 23658.

### Review Bids

### Public Hearings

7. Public Hearing regarding the 2011 Proposed Budget (*will be held November 8, 2010*).

### New Business

8. Renewal of Facility Use Agreement for AllianceOne, Inc. and Imposition of Usage Fee.
9. Residential Lease Agreement between the City of Marysville and Jeffrey and Jordan Lee.
10. An **Ordinance** of the City of Marysville, Washington Increasing Water, Sewer, and Surface Water Utility Rates and Amending Sections 14.07.060, 14.07.070, and 14.19.050 of the Marysville Municipal Code as Allowed Under Section 14.07.075.
11. An **Ordinance** of the City of Marysville Levying EMS Taxes Upon All Property Real Personal and Utility Subject to Taxation Within the Corporate Limits of the City of Marysville, Washington for the Year 2011.
12. An **Ordinance** of the City of Marysville Levying Regular Taxes Upon All Property Real, Personal and Utility Subject to Taxation Within the Corporate Limits of the City of Marysville, Washington for the Year 2011 and Levying Taxes in Addition to the Regular Property Tax for Payment of Debt Service on the City's Unlimited General Obligation Bonds, 1986 and Refunded in 1996.

## Marysville City Council Work Session

November 1, 2010

7:00 p.m.

City Hall

### New Business

13. An **Ordinance** of the City of Marysville Adopting a Budget for the City of Marysville, Washington, for the Year 2011, Setting Forth in Summary Form the Totals of Estimated Revenues and Appropriations of Each Separate Fund and the Aggregate Totals of All Such Funds Combined, and Including the Pay Classification Plan.
14. An **Ordinance** of the City of Marysville Amending Sections 3.65.010 of the Marysville Municipal Code to Increase the City Tax Rate from Six Percent of Gross Receipts to Six and One Half Percent of Gross Receipts.
15. An **Ordinance** of the City of Marysville Amending Sections 3.64.020(1), 3.64.030, and 3.64.040 of the Marysville Municipal Code, Relating to the Utility Tax on Telephone Services, Sale of Gases, and Sale of Electricity.

### Legal

16. Professional Services Agreement between City of Marysville and Strategies 360, Inc. for Consulting Services.

### Mayor's Business

### Staff Business

### Call on Councilmembers

### Executive Session

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

### Adjourn

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

***Work Sessions are for City Council study and orientation - Public Input will be received at the November 8, 2010 City Council meeting.***

<b>Call to Order/Pledge of Allegiance/Roll Call</b>	7:00 p.m.
<b>Presentations</b>	
Swearing-In of Officers: Chris Jones, Daniel Waggoner, Matthew Mishler	Presented
Proclamation - Declaring October 2010 as Domestic Violence Awareness Month in Marysville	Presented
<b>Approval of Minutes</b>	
Approval of September 13, 2010 City Council Meeting Minutes.	Approved
Approval of September 20, 2010 City Council Work Session Minutes.	
<b>Consent Agenda</b>	
Approval of September 22, 2010 Claims in the Amount of \$1,222,230.94; Paid by Check Number's 65508 through 65683 with no Check Number's Voided.	Approved
Approval of September 29, 2010 Claims in the Amount of \$929,960.59; Paid by Check Number's 65684 through 65876 with Check Number 65677 Voided.	Approved
Approval of October 5, 2010 Payroll in the Amount of \$1,343,598.54; Paid by Check Numbers 23278 through 23334.	Approved
Authorize the Mayor to Sign the Addendum No. 1 to Interlocal Agreement for Jail Services with Snohomish County and the City of Marysville.	Approved
Authorize the Mayor to Sign the Cooperative Purchasing Agreement with the City of Seattle.	Approved
Authorize the Mayor to Sign the Purchase Order Number B0624 in the Amount of \$51,042.00 to Authorize the Purchase of Replacement Furniture for the Public Works Administration Building from Office Interiors, Inc.	Approved
Authorize the Mayor to Sign the Consent for Use of Public Utility District No. 1 of Snohomish County High Voltage Distribution Line Right-of-Way.	Approved
<b>Review Bids</b>	
Award Public Safety Building Lighting Retrofit Contract to McKinstry Electric in the Amount of \$42,979.84 Including Washington State Sales Tax and Approve a Management Reserve of \$19,615.16 for a Total Allocation of \$62,595.00.	Approved
<b>New Business</b>	
An <b>Ordinance</b> of the City of Marysville Amending the 2010 Budget, Providing for the Adjustment of Certain Expenditure Items as Budgeted for in 2010 and Amending Ordinance	Approved Ord. No. 2831
<b>Legal</b>	
<b>Mayor's Business</b>	
<b>Staff Business</b>	
<b>Call on Councilmembers</b>	
<b>Recess</b>	7:59 p.m.
<b>Executive Session</b>	8:10 p.m.
<b>Litigation</b> – one item, pursuant to RCW 42.30.110(1)(i)	
<b>Collective Bargaining</b> - one item, pursuant to RCW 42.30.140(4)(a)	
<b>Adjournment</b>	8:30p.m.

COUNCIL



MINUTES

**Council Meeting**  
October 11, 2010

**Call to Order / Invocation / Pledge of Allegiance**

Mayor Nehring called the meeting to order at 7:00 p.m. at Marysville City Hall. The invocation was given by Judy Johnston from Turning Point World Outreach Center. Mayor Nehring led those present in the Pledge of Allegiance.

**Roll Call**

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

**Mayor:** Jon Nehring

**Council:** Councilmember Jeff Seibert, Councilmember John Soriano, Councilmember Jeff Vaughan, Councilmember Carmen Rasmussen, Councilmember Donna Wright and Councilmember Michael Stevens

**Absent:** Councilmember Lee Phillips

**Also Present:** Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Public Works Director Kevin Nielsen, City Attorney Grant Weed, Police Chief Rick Smith, Parks and Recreation Director Jim Ballew, Public Information Officer Doug Buell, Assistant and Administrative Services Director Tracy Jeffries.

CAO Gloria Hirashima informed Council that Councilmember Phillips was out of town.

**Motion** made by Councilmember Vaughan, seconded by Councilmember Wright, to excuse Councilmember Phillips. **Motion** passed unanimously (6-0).

**Committee Reports**

Councilmember Vaughan reported that the **Graffiti Task Force** met on Thursday and discussed how volunteer efforts and other methods could be employed to help in graffiti elimination efforts in the community.

Councilmember Seibert reported on the **Finance Committee** meeting of September 29 where they discussed the budget, restaurant updates, and a Fire District agreement.

## Presentations

### A. Swearing-In of Officers

Commander Lamoureux introduced Officer Chris Jones. Mayor Nehring swore in Officer Jones.

Commander Lamoureux introduced Officer Daniel Waggoner. Mayor Nehring swore in Officer Waggoner.

Commander Lamoureux introduced Officer Matthew Mishler. Mayor Nehring swore in Officer Mishler.

Chief Smith welcomed the officers to the City of Marysville.

### B. Proclamation - Declaring October 2010 as Domestic Violence Awareness Month in Marysville

Mayor Nehring read the Proclamation into the record.

## Audience Participation - None

## Approval of Minutes

### 1. Approval of September 13, 2010 City Council Meeting Minutes.

**Motion** made by Councilmember Vaughan, seconded by Councilmember Rasmussen, to approve the September 13, 2010 City Council Work Session Meeting minutes as presented. **Motion** passed (5-0) with Councilmembers Stevens abstaining as he was not present at this meeting.

### 2. Approval of September 20, 2010 City Council Work Session Minutes.

**Motion** made by Councilmember Wright, seconded by Councilmember Soriano, to approve the September 20, 2010 City Council Work Session Meeting minutes as presented. **Motion** passed (5-0) with Councilmember Stevens abstaining as he was not present at this meeting.

## Consent Agenda

### 3. Approval of September 22, 2010 Claims in the Amount of \$1,222,230.94; Paid by Check Number's 65508 through 65683 with no Check Number's Voided.

4. Approval of September 29, 2010 Claims in the Amount of \$929,960.59; Paid by Check Number's 65684 through 65876 with Check Number 65677 Voided.
5. Approval of October 5, 2010 Payroll in the Amount of \$1,343,598.54; Paid by Check Numbers 23278 through 23334.
8. Authorize the Mayor to Sign the Addendum No. 1 to Interlocal Agreement for Jail Services with Snohomish County and the City of Marysville.
9. Authorize the Mayor to Sign the Cooperative Purchasing Agreement with the City of Seattle.
10. Authorize the Mayor to Sign the Purchase Order Number B0624 in the Amount of \$51,042.00 to Authorize the Purchase of Replacement Furniture for the Public Works Administration Building from Office Interiors, Inc.
11. Authorize the Mayor to Sign the Consent for Use of Public Utility District No. 1 of Snohomish County High Voltage Distribution Line Right-of-Way.

**Motion** made by Councilmember Soriano, seconded by Councilmember Vaughan, to approve Consent Agenda items 3, 4, 5, 8, 9, 10 and 11. **Motion** passed unanimously (6-0).

## Review Bids

6. Award Public Safety Building Lighting Retrofit Contract to McKinstry Electric in the Amount of \$42,979.84 Including Washington State Sales Tax and Approve a Management Reserve of \$19,615.16 for a Total Allocation of \$62,595.00.

**Motion** made by Councilmember Vaughan, seconded by Councilmember Stevens, to authorize the Mayor to Award the bid for the Public Safety Building Lighting Retrofit Contract to McKinstry Electric in the Amount of \$42,979.84 Including Washington State Sales Tax and Approve a Management Reserve of \$19,615.16 for a Total Allocation of \$62,595.00. **Motion** passed unanimously (6-0).

## New Business

12. An **Ordinance** of the City of Marysville Amending the 2010 Budget, Providing for the Adjustment of Certain Expenditure Items as Budgeted for in 2010 and Amending Ordinance

**Motion** made by Councilmember Wright, seconded by Councilmember Vaughan, to approve Ordinance #2831. **Motion** passed unanimously (6-0).

## Mayor's Business

Mayor Nehring attended the AWC Regional Meeting last Tuesday in Lynnwood. They went over the liquor initiatives and how those are going to affect cities. They also talked about budgeting in general in local cities. They will be putting together a legislative agenda for the coming session.

He also attended an event last week where Keller Williams partnered with the Tulalip Tribes for a service day at the Tulalip Homeless Shelter. Both of those groups want to also do a similar day of service in Marysville in the spring.

There are several events this week:

- Cedar Grove meeting at City Hall at 5:30 p.m. on Tuesday.
- Budget Workshop at City Hall on Wednesday at 5:30 p.m.
- Marysville University at City Hall on Thursday at 6:30 p.m.

Mayor Nehring stated that he received a really nice letter thanking the police for their quick response to some concerns about issues Shoultes Elementary. He commended the police department for their actions.

## Staff Business

Jim Ballew had no comments.

Chief Smith: acknowledged Commanders Lamoureux and Krusey; Lieutenants Wade, Rasmussen and Goldman; Administrative Division Manager Bob Dolhanyk and Business Officer Manager Marla Ringen for the outstanding work they have done with this budget.

Kevin Nielsen: Report-a-Pothole seems to be a success. They are receiving about five reports a week. He thanked Doug Buell for his help in implementing this service. Public Works is focusing mainly on their maintenance programs right now getting ready for winter. They have had a number of meetings about how wet and cold this winter is expected to be. Mayor Nehring thanked him for being proactive on this issue.

Grant Weed stated the need for an Executive Session to discuss two matters - one concerning potential litigation and one concerning collective bargaining with no action being requested and expected to last 20 minutes.

Gloria Hirashima briefed the Council on the effort to study annexation with the fire district. She distributed and reviewed a first draft of an agreement with the fire district and reviewed a possible timeline. Grant Weed added that the initial step that the City Council would have to take is adoption of an ordinance indicating its intent to annex to the fire district. In turn the fire district commissioners would have to adopt a motion or resolution accepting the city's intent. Following that the Boundary Review Board Notice

of Intent process, the typical process for putting a measure on the ballot before the County Council, and a public vote would follow.

Councilmember Vaughan commented that he thought a subcommittee sounded like a good idea. He asked if there would be members of the Fire Board on the subcommittee as well. There was some discussion about having a combined committee of city Fire Board and Finance Committee members. Mayor Nehring suggested that they could take volunteers to serve on that subcommittee after councilmembers finalize their committees.

Sandy Langdon had no comments.

## **Call on Councilmembers**

Councilmember Rasmussen requested an excused absence for the meeting next Monday night as she will be out of town. She suggested that Jim Ballew and Chief Smith collaborate on a police soccer activity since 2/3 of the new hires are collegiate soccer players.

Councilmember Soriano asked about a notice for a meeting for a waterfront project open house. CAO Hirashima explained that in order to apply for a Brownfields Grant the City has to have a public meeting. This will satisfy that requirement.

Councilmember Stevens reported on the spelling bee he participated in for the City of Everett's public library.

Councilmember Vaughan had no comments.

Councilmember Wright said she received an email from a citizen interested in having backyard chickens. Staff indicated they would follow up on that. She also reminded everyone that she had tickets available for the Soroptomists' Auction on October 23.

Councilmember Seibert led a discussion about committee appointments.

Grant Weed added that he attended a major cross country event with over 150 runners at Lakewood High School on Saturday. He pointed out that Jim Ballew's nephew Connor won the whole event.

## **Recess**

Council recessed at 7:59 p.m. for a brief recess before reconvening into Executive Session.

**Executive Session** – started at 8:10 p.m.

**A. Litigation** – one item, pursuant to RCW 42.30.110(1)(i)

**B. Collective Bargaining** - one item, pursuant to RCW 42.30.140(4)(a)

**C. Real Estate** -

## Adjournment

Seeing no further business Mayor Nehring adjourned the meeting at 8:30 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

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Mayor  
Jon Nehring

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Deputy City Clerk  
April O'Brien

COUNCILMINUTES

## **City Council Budget Workshop**

*October 13, 2010*

### **Call to Order / Pledge of Allegiance**

Mayor Jon Nehring called the October 13, 2010 Budget Workshop of the Marysville City Council to order at 5:35 p.m. at Marysville City Hall. He led those present in the Pledge of Allegiance.

### **Roll Call**

Chief Administrator Gloria Hirashima gave the roll call. The following staff and councilmembers were in attendance.

**Mayor:** Jon Nehring

**Council:** Councilmember Carmen Rasmussen, Councilmember Jeff Seibert, Councilmember John Soriano, Councilmember Jeff Vaughan, Councilmember Donna Wright, Councilmember Lee Phillips, and Councilmember Michael Stevens

**Absent:** None

**Also Present:** Chief Administrator Gloria Hirashima, Finance Director Sandy Langdon, Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, Police Chief Smith, Community Information Officer Doug Buell, Financial Planning Manager Denise Gritton, Asst. Human Resources Director Kristie Guy, Judge Gillings, Court Administrator Suzanne Elsner, and Administrative Services Director Tracy Jeffries

Mayor Nehring recessed at 5:36 p.m. for dinner. He called the meeting back to order at 6:00 p.m.

### **2011 Preliminary Budget:**

Gloria Hirashima discussed the difficult budget situation, noting that they are not being overly optimistic with revenues and have had to make cuts for both 2010 and 2011. The directors have tried to look conservatively at the year ahead basing the revenue projections on this year. She indicated that this is a very conservative budget and a huge recovery is not anticipated. They are also looking at ways to increase revenue and

hope to see results of this next year. She also expressed a goal to get reserves back up to around 6%. Mayor Nehring commented that if they ever need to deplete their reserves again they are looking at a policy of replacing it the following year.

The directors proceeded to review their preliminary budgets with Council.

#### Council Discussion:

Councilmember Rasmussen asked about the \$6,000 increase between the 2010 Estimate for City Council and the 2011 Estimate for City Council. CAO Hirashima explained how they arrived at those numbers. There was consensus to reduce the 2011 Estimate for City Council by \$6,000.

Councilmember Rasmussen suggested looking into the City maintaining its own Human Services Department that could seek and administer funding that is available. CAO Hirashima explained that the current contract is a 3-year contract that goes through June of 2012. We would need to give the County one year notice if we decide we want to run our own program.

Councilmember Seibert asked for an example of Miscellaneous Non-Departmental which totals \$250,000. CAO Hirashima explained that it was primarily dues. Councilmember Seibert requested a more descriptive label for this category.

Sandy Langdon summarized that they are looking to fall of 2013 as the beginning of economic recovery. They hope to work towards the 10% reserve, but the economy makes this difficult. At a minimum they hope to maintain their current revenues with the current expenses until there is some economic recovery.

Carmen Rasmussen asked if the 5% telephone tax should be 6%. Sandy Langdon said that after a year it goes to 5% and hopes Council will take that under review. There was some discussion about taxing limits and permitted uses.

Councilmember Seibert asked about the status of previous discussion regarding formation of a Transportation Improvement Board. CAO Hirashima discouraged this in the current economic climate.

Councilmember Seibert commented on an earlier discussion regarding MaryFest sharing in more of the costs. He recommended notifying MaryFest if there will any changes to their financial responsibilities.

Councilmember Rasmussen asked when they would have more information about the additional personnel reductions. CAO Hirashima stated that they would have that information within a week.

Sandy Langdon informed Council that the budget public hearing will be November 8<sup>th</sup>.

Councilmember Rasmussen requested that staff bring back a proposed ordinance regarding the telephone tax.

Public Works Director Nehring thanked the finance department for their hard work. CAO Hirashima concurred.

Councilmember Seibert recommended that staff provide the full impacts on the budget of any proposed tax increases.

Mayor Nehring thanked the directors, finance department and Gloria Hirashima for all the hard work that went into this difficult budget year and for planning for the future.

### **Recess**

Council recessed at 8:37 p.m. into Executive Session which began at 5 minutes to discuss a collective bargaining agreement with no action expected. It was expected to last five minutes.

### **Executive Session**

One item – Collective bargaining Agreement

### **Adjournment**

Seeing no further business, Mayor Nehring adjourned the workshop at 8:42 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

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Mayor  
Jon Nehring

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Deputy City Clerk  
April O'Brien

COUNCIL



MINUTES

**Work Session**  
*October 18, 2009*

**Call to Order / Invocation / Pledge of Allegiance**

Mayor Nehring called the October 18, 2010 Work Session to order at 7:00 p.m. He led those present in the Pledge of Allegiance.

**Roll Call**

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

**Mayor:** Jon Nehring

**Councilmembers:** Lee Phillips, Jeff Seibert, John Soriano, Michael Stevens, Jeff Vaughan and Donna Wright

**Absent:** Carmen Rasmussen

**Also Present:** Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, City Attorney Paul McMurray, Chief Smith, Commander Robb Lamoureux, Court Administrator Suzanne Elsner, Public Works Director Kevin Nielsen, Planning Manager Cheryl Dungan, and Recording Secretary Laurie Hugdahl.

CAO Hirashima noted that Carmen Rasmussen was out of town.

**Motion** made by Councilmember Wright, seconded by Councilmember Seibert, to excuse Councilmember Rasmussen from tonight's meeting. **Motion** passed unanimously (6-0).

**Committee Reports - None**

**Presentations**

**Discussion Items**

**Approval of Minutes**

1. Approval of September 27, 2010 City Council Meeting Minutes.
2. Approval of October 7, 2010 City Council Special Meeting Minutes.

3. Approval of October 4, 2010 City Council Work Session Minutes.

Consent

4. Approval of October 6, 2010 Claims in the Amount of \$601,774.83; Paid by Check Number's 65877 through 65981 with No Check's Voided.
5. Approval of October 13, 2010 Claims.
6. Approval of October 20, 2010 Payroll.

Review Bids

7. Award Boys and Girls Club Lighting Retrofit Project.

Director Nielsen explained that they had looked into using some of the Energy Efficient and Conservation Block Grant Money from Public Safety to cover some of the additional costs for the Boys and Girls Club and they learned that they could do that. Staff is now recommending moving forward with this project.

Public Hearings

New Business

8. Third Renewal/Amendment of Intergovernmental Facilities Use Agreement between the City of Marysville and the U.S. Bankruptcy Court.

Suzy Elsner explained that this is a renewal of the facility use agreement between the City and the US Bankruptcy Court with an associated fee increase.

9. Renewal of Marysville School District No. 25 and the City of Marysville for School Resource Officer Agreement and Payment Schedule Addendum.

Robb Lamoureux said that this is a renewal agreement with two additional SROs being added. The school district's assessment is 50%.

Mayor Nehring stated that this is encouraging to see.

10. Amendment No. 1 to Janitorial Services Contract between the City of Marysville and Advantage Building Services in the Amount of \$57,936.79.

Director Nielsen said they would like to amend the current contract for one more year. Staff is in support of moving this forward at the cost it was last year.

11. Renewal of Animal Shelter Interlocal Agreement with the City of Everett.

Chief Smith said that this is a renewal of the current contract. The shelter has dropped the price per animal from \$164 to \$155.

12. An Ordinance of the City of Marysville Amending Section 10.04.150 of the Marysville Municipal Code, Relating to Fees for Voluntarily Surrendered Animals and Effective Date.

Chief Smith pointed out that last year for the entire year of 2009 the City paid \$78,232 to the animal shelter for surrendered or stray animals. This year to date the city has already spent \$96,924. Staff is recommending adding language to MMC 10.04.150 Section M: *or authorized animal shelter*. This will allow the City to have further discussion regarding charging the public for either surrendered or stray animals.

Councilmember Seibert asked what precipitates the CSO taking up an animal to the shelter versus a citizen. Chief Smith stated that usually the CSO is responding to a call. The police department also gets calls on strays and if they can find the animal they will pick them up. He explained that if a CSO picks up an animal then the city picks up the charge. If it is a surrendered animal the citizens may potentially pay for that. There was discussion about who pays for the strays and surrenders.

Councilmember Seibert remarked that the people who are taking the animals into the shelter are being responsible and saving the city money. He thinks it is unreasonable for a citizen to be charged for bringing in the animal. He thinks if this is implemented people would stop taking animals in and there would be a worse issue. Then if someone loses a pet the likelihood that they would get it back would be much smaller.

Chief Smith felt that there should be some kind of an offset due to the city's extremely difficult budget situation. The change in the MMC would allow the city to set the rates and allow us to tell the animal shelter what to do. It would make it more reasonable for the police department to handle the actual cost of this. He added that they are looking at other options as well. CAO Hirashima commented that they are looking at tools to encourage responsible pet ownership, especially spaying, neutering and licenses. There was discussion about who should be responsible for paying for the shelter fees.

Councilmember Wright stated that many of these costs are paid by citizens who do not even own pets. She would be in support of levying a portion of the cost. She asked about the cost of licenses. Staff explained that the licenses are free if the pet is spayed or neutered.

Mayor Nehring commented that he has looked into having a mobile spay and neuter clinic come to town and it looks like this is a possibility at some point in the future.

Chief Smith commented that this is just a change in the ordinance. It does not change any fees.

13. An Ordinance of the City of Marysville, Washington Related to Mobile/Manufactured Housing, Amending Section 19.04.020 Zones and Map Designations Established; Amending Section 19.04.080 Residential Zone; Amending Section 19.08.030 Residential Land Uses and Amending Footnotes 1; 24; 25 and 26; Amending Section 19.08.040 Recreation/Cultural Land Uses and Amending Footnote 1a; Amending Section 19.08.050 General Services Land Uses; Amending 19.08.060 Government/Business Service Land Uses; Amending 19.08.100 Regional Land Uses;

Amending 19.38.030 Mobile/Manufactured Home Park Zone; and Amending 19.38.150 Standards for Existing Parks.

Planning Manager Cheryl Dungan gave a PowerPoint presentation regarding this issue. She reviewed the history on this issue and the current situation. The Planning Commission has reviewed this matter, considered four alternatives, held three workshops and a public hearing. The Planning Commission's recommendation was the creation of a R-MHP Zone specifically for existing MHPs with rental spaces in residential zones which allows multiple uses. The park owner may apply for rezone similar to other zones with specific criteria applied to a rezone.

She then reviewed recommendations on individual parks.

- Glenwood Mobile Estates: Staff recommendation would be to apply R-MHP zone designation
- Emerald Hill Estates: Staff recommendation would be to apply R-MHP zone designation
- Crystal Tree Village: Staff recommendation would be to apply R-MHP zone designation
- La Tierra: Staff recommendation would be to apply R-MHP zone designation
- Cedar Lane Park: Staff recommendation - No action.
- Kellogg Village: Staff recommendation - No action as staff feels this is already protected by the county.
- Liberty Village: Staff recommendation: No action - legal non-conforming use
- Country Mobile Estates: No action - legal non-conforming use
- Twin Cedars: Staff recommendation - No action as consistent with the Comp Plan.
- Brookside: Staff Recommendation - No action
- Mobile Manor: Staff Recommendation - No action - in a commercial zone, adjacent to I-5
- Midway Gardens: Staff Recommendation - No action - commercial designation
- Mobile Haven: Staff Recommendation - No action - commercial zoning.

Paul McMurray from Grant Weed's office then introduced the Attorney General's Takings Memorandum and recommended that it be discussed further in Executive Session.

## Discussion:

Councilmember Wright asked if what Council is being asked to do right now is just adoption of the zoning, not the proposed rezones. Planning Manager Dungan concurred.

Councilmember Seibert asked about their options. Planning Manager Hirashima replied that they could approve, deny, remand or set a public hearing date for further testimony.

14. An Ordinance of the City of Marysville Amending Portions of Marysville Municipal Code Chapter 5.92 Relating to Body Art, Body Piercing and Tattooing or Tattoo Parlors and Providing for Severability.

CAO Hirashima explained that this ordinance is in response to a citizen's request to review this. Staff is recommending ensuring that the applicants just have their state license in addition to the normal city license and associated requirements.

15. An Ordinance of the City of Marysville Amending Marysville Municipal Code Chapter 14.32 Relating to Utility Service Area.

CAO Hirashima explained that this came up in the land use audit by WCIA. Staff is recommending removal/amendment of the sections related to the utility connection review process.

There was some discussion about providing service to areas outside the UGA. If the UGA is expanded in the future, the ordinance will need to be amended further.

## Mayor's Business

Mayor Nehring added an item regarding the golf course to the agenda with discussion during the Executive Session and action expected after.

**Motion** made by Councilmember Vaughan, seconded by Councilmember Wright, to add a golf course item to the agenda. **Motion** passed unanimously.

Other comments from the Mayor:

- He stated that they had a productive Cedar Grove meeting here last week.
- Marysville University on Thursday night was fantastic. The attendance was great and the comments were very positive.
- He had the pleasure of giving opening remarks at the Soroptomists' regional meeting last week. He thanked them for coming to the area.
- Jet City Pizza ribbon cutting will be on Friday at 2 p.m.
- The school district would like to resume the board-to-board meetings. There was consensus to meeting from 7 to 8:30 on January 31, which is the 5<sup>th</sup> Monday in January.

## Staff Business

Sandy Langdon reported the following:

- There are now 178 users on the prescription card program with savings of over \$4,000.

- She reported that The National Bureau of Economic Research claimed that June 2009 is the end of the recession. Any downturn from this point is a new recession.
- Finance Committee is scheduled for this Wednesday.

Kevin Nielsen:

- He stated that Ingraham Blvd has a soft opening tomorrow at noon. The ribbon cutting will be on October 26<sup>th</sup>.
- The SR9 Coalition and Transportation Group will be meeting this Thursday from 5 to 7 at Angel Arm Works.
- There will be a Public Works Committee meeting on November 5 in the rebuilt conference room.

Commander Lamoureux:

- He commented that they continue to get very positive comments from the school district regarding the SRO.
- They have shared the redeployment decisions with staff. Overall the response has been very favorable. They will also be implementing the overlap shift which will significantly reduce the overtime. Staff has been very professional with all the changes that they are experiencing.

Cheryl Dungan had no further comments.

Tara Mizell reported that Make a Difference Day will be this Saturday, October 23. The first craft show last weekend at the senior center went very well.

Gloria Hirashima commented that the Strawberry Festival costs were distributed to Council. Councilmember Wright asked what should be done with this information. CAO Hirashima commented that it was just information the Council requested. She noted that it will be a sensitive discussion. Councilmember Seibert asked if there was a way to break out sales revenue for that week. Finance Director Langdon said they couldn't by week, but the Strawberry Festival does report their sales tax. Councilmember Seibert recommended reviewing this total versus the costs. He felt that the City should be recovering some of the costs.

CAO Hirashima noted that they had two items for Executive Session with action expected on one item. There was consensus to move into Executive Session for ten minutes, come out and take action, then move back into Executive Session.

## **Call on Councilmembers**

Phillips thanked Council for the excused absence.

Donna Wright said she thoroughly enjoyed Marysville University. The Soroptomists Regional Meeting was very well-attended and successful.

John Soriano asked about the date for Council photos. Mayor Nehring indicated that they were scheduled for October 25. Councilmember Soriano added that he and Councilmember Wright attended the community meeting for the waterfront project, which was not very well attended.

Jeff Vaughan had no comments.

Michael Stevens stated that he would be attending the dinner on Thursday. He reported that the County Auditor's Office installed a ballot drop box at the library.

Jeff Seibert had no comments.

*Council recessed at 8:30 for four minutes until 8:35.*

**Executive Session** – started at 8:35 p.m.

At 8:35 the Council immediately went into Executive Session for ten minutes until 8:45 for the purpose of discussing one potential litigation item regarding a lease termination and settlement agreement for the golf course. Action was expected.

**Motion** made by Councilmember Wight, seconded by Councilmember Phillips to sign lease termination and settlement agreement with Northwest Food and Beverage, LLC. Motion passed unanimously.

Council went back into Executive Session at 8:46 for the purpose of potential litigation for 30 minutes. Executive Session was extended until 9:20 p.m. with no action taken.

- A. Litigation – two potential real-estate litigation items per RCW 42.30.110 (1)(i)
- B. Personnel
- C. Real Estate

**Adjournment**

Seeing no further business Mayor Nehring adjourned the meeting at 9:30 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

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

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

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 8, 2010

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 <b>October 20, 2010</b> claims in the amount of <b>\$324,551.33</b> paid by <b>Check No.'s 66114 through 66266</b> with Check No.66107 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 **\$324,551.33 PAID BY CHECK NO.'S 66114 THROUGH 66266 WITH CHECK NUMBER 66107 VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

*[Handwritten Signature]*  
\_\_\_\_\_  
AUDITING OFFICER

*10/21/10*  
\_\_\_\_\_  
DATE

\_\_\_\_\_  
MAYOR DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **20th DAY OF OCTOBER 2010.**

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

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 10/14/2010 TO 10/20/2010**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
66114	REVENUE, DEPT OF	SALES & USE TAXES 9/2010	CITY CLERK	1.74
	REVENUE, DEPT OF		COMMUNITY DEVELOPMENT-	1.80
	REVENUE, DEPT OF		GOLF COURSE	5.91
	REVENUE, DEPT OF		POLICE ADMINISTRATION	21.31
	REVENUE, DEPT OF		ER&R	31.66
	REVENUE, DEPT OF		TRIBAL GAMING FUND	38.70
	REVENUE, DEPT OF		WATER/SEWER OPERATION	76.59
	REVENUE, DEPT OF		INFORMATION SERVICES	100.99
	REVENUE, DEPT OF		GENERAL FUND	400.20
	REVENUE, DEPT OF		PRO-SHOP	522.48
	REVENUE, DEPT OF		CITY STREETS	1,978.53
	REVENUE, DEPT OF		STORM DRAINAGE	4,722.11
	REVENUE, DEPT OF		GOLF COURSE	9,471.08
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	10,188.02
	REVENUE, DEPT OF		UTIL ADMIN	47,270.06
66115	ACCURINT	BACKGROUND CHECKS	POLICE ADMINISTRATION	46.32
66116	ADVANCE TESTING&SRVC	BACKFLOW TESTING	MAINTENANCE	285.00
66117	AFTS	WEB PAYMENT SERVICES 9/2010	UTILITY BILLING	915.00
	AFTS	REMITTANCE PROCESSING 9/2010	UTILITY BILLING	1,009.95
	AFTS	BILL PRINTING SERVICES 9/2010	UTILITY BILLING	7,012.47
66118	ALTAIR GLOBAL RELOCA	UB 300590000000 13210 QUIL SCE	WATER/SEWER OPERATION	38.49
66119	AMERICAN CLEANERS	DRY CLEANING	POLICE PATROL	40.12
	AMERICAN CLEANERS		POLICE ADMINISTRATION	53.14
	AMERICAN CLEANERS		OFFICE OPERATIONS	66.25
	AMERICAN CLEANERS		DETENTION & CORRECTION	86.86
	AMERICAN CLEANERS		POLICE INVESTIGATION	152.50
66120	ARAMARK UNIFORM	MECHANICS UNIFORM	MAINTENANCE	11.62
	ARAMARK UNIFORM		MAINTENANCE	11.62
	ARAMARK UNIFORM	UNIFORM CLEANING	EQUIPMENT RENTAL	51.86
66121	ARLINGTON, CITY OF	ACS WATER USEAGE	SOURCE OF SUPPLY	39.19
66122	ARLINGTON, CITY OF	SURFACE WATER REVENUE 3RD QTR	WATER/SEWER OPERATION	13,634.65
66123	ASHBACH,BRIAN CHARLE	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	106.25
	ASHBACH,BRIAN CHARLE		LEGAL - PUBLIC DEFENSE	112.50
66124	ASPEN, MICHAEL	INSTRUCTOR SERVICES	RECREATION SERVICES	577.50
66125	AVEDISYAN, RUBEN	INTERPRETER SERVICES	COURTS	150.00
	AVEDISYAN, RUBEN		COURTS	150.00
66126	BELMARK PROPERTY MNG	GEDDES MARINA MANAGEMENT	STORM DRAINAGE	2,280.00
66127	BLUMENTHAL UNIFORMS	UNIFORM CREDIT-COSME	POLICE PATROL	-62.99
	BLUMENTHAL UNIFORMS	UNIFORM-VASCONI	ANIMAL CONTROL	14.12
	BLUMENTHAL UNIFORMS	UNIFORM-JONES	POLICE PATROL	16.24
	BLUMENTHAL UNIFORMS	GEAR	POLICE PATROL	55.22
	BLUMENTHAL UNIFORMS	UNIFORM-COSME	POLICE PATROL	62.99
	BLUMENTHAL UNIFORMS	NIK KITS	POLICE PATROL	65.59
	BLUMENTHAL UNIFORMS	UNIFORM-MISHLER	POLICE PATROL	173.71
	BLUMENTHAL UNIFORMS	UNIFORM-JONES	POLICE PATROL	223.29
	BLUMENTHAL UNIFORMS	UNIFORM-WAGGONER	POLICE PATROL	223.29
	BLUMENTHAL UNIFORMS		POLICE PATROL	260.64
	BLUMENTHAL UNIFORMS	UNIFORM-MISHLER	POLICE PATROL	270.96
	BLUMENTHAL UNIFORMS	UNIFORM-WAGGONER	POLICE PATROL	367.95
	BLUMENTHAL UNIFORMS	UNIFORM-MISHLER	POLICE PATROL	417.53
	BLUMENTHAL UNIFORMS	GEAR	POLICE PATROL	531.43
	BLUMENTHAL UNIFORMS	LIGHT FOR LIFE	POLICE INVESTIGATION	708.03
	BLUMENTHAL UNIFORMS	UNIFORM-JONES	POLICE PATROL	800.82
66128	BOB BARKER COMPANY	INMATE SUPPLIES	DETENTION & CORRECTION	90.57
	BOB BARKER COMPANY		DETENTION & CORRECTION	108.84
66129	BOYD, RAE	INMATE MEDICAL SERVICES	DETENTION & CORRECTION	4,645.00
66130	BOYDEN ROBINETT & AS	UB 651449116500 10413 60TH AVE	WATER/SEWER OPERATION	190.70

**CITY OF MARYSVILLE  
 INVOICE LIST**

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
66131	BRAINSTORM INC.	TRAINING MATERIAL	COMPUTER SERVICES	257.00
66132	BRIM TRACTOR	OIL AND FUEL FILTERS	ER&R	69.08
66133	BRINKS INC	ARMORED TRUCK SERVICES	GOLF ADMINISTRATION	80.97
	BRINKS INC		COMMUNITY DEVELOPMENT-	152.97
	BRINKS INC		UTIL ADMIN	152.97
	BRINKS INC		POLICE ADMINISTRATION	293.97
	BRINKS INC		UTILITY BILLING	293.97
	BRINKS INC		MUNICIPAL COURTS	293.97
66134	BRK MANAGEMENT SRVCS	ELECTRONIC HOME MONITORING	DETENTION & CORRECTION	1,832.00
66135	CAPTAIN DIZZYS EXXON	CAR WASH-PARKS DEPT	PARK & RECREATION FAC	4.50
	CAPTAIN DIZZYS EXXON	CAR WASHES-POLICE DEPT	ANIMAL CONTROL	9.00
	CAPTAIN DIZZYS EXXON		POLICE PATROL	144.00
66136	CARDWELL, IRATXE	INTERPRETER SERVICES	COURTS	100.00
66137	CARRS ACE	SIGNAL MAINT SUPPLIES	TRANSPORTATION MANAGEM	143.41
66138	CEMEX	CLASS B ASPHALT	ROADWAY MAINTENANCE	348.11
66139	CHOICE TURF INC	SOD LINER FOR BUNKER RENOVATIO	MAINTENANCE	597.30
66140	CLEAR IMAGE	INSTRUCTOR SERVICES	RECREATION SERVICES	157.50
66141	COLUMBIA PAINT	PAINT,BRUSH	WASTE WATER TREATMENT	45.51
	COLUMBIA PAINT	PAINT	MAINT OF GENL PLANT	47.16
	COLUMBIA PAINT	PAINT,BRUSH	MAINT OF GENL PLANT	61.65
66142	COMMERCIAL FIRE	FIRE EXT RECHARGE	ER&R	18.75
66143	COOP SUPPLY	T POST POUNDER,RAT BAIT	STORM DRAINAGE	68.95
	COOP SUPPLY	VISQUEEN,GRASS SEED	STORM DRAINAGE	233.77
66144	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	1,580.00
	CORRECTIONS, DEPT OF		DETENTION & CORRECTION	1,818.72
	CORRECTIONS, DEPT OF		DETENTION & CORRECTION	2,054.85
66145	COSTLESS SENIOR SRVC	INMATE PRESCRIPTIONS	DETENTION & CORRECTION	390.73
66146	CRISTIANO'S	LUNCH MTG EXPENSE	EXECUTIVE ADMIN	20.58
	CRISTIANO'S	BUDGET MTG DINNER	CITY COUNCIL	125.00
66147	DATA QUEST	PRE EMPLOYMENT BACKGROUND	POLICE ADMINISTRATION	24.00
	DATA QUEST		POLICE ADMINISTRATION	32.00
66148	DATABASE SECURE	MONTHLY SHREDDING SERVICE	FINANCE-GENL	7.31
	DATABASE SECURE		UTILITY BILLING	7.31
	DATABASE SECURE		CITY CLERK	7.32
	DATABASE SECURE		EXECUTIVE ADMIN	19.13
	DATABASE SECURE		POLICE INVESTIGATION	32.29
	DATABASE SECURE		POLICE PATROL	32.29
	DATABASE SECURE		DETENTION & CORRECTION	32.29
	DATABASE SECURE		OFFICE OPERATIONS	32.29
	DATABASE SECURE		POLICE ADMINISTRATION	32.31
	DATABASE SECURE		MUNICIPAL COURTS	65.83
66149	DAVIS, SHEILA	INSTRUCTOR SERVICES	RECREATION SERVICES	192.00
	DAVIS, SHEILA		RECREATION SERVICES	240.00
66150	DAY WIRELESS SYSTEMS	CALIBRATIONS	POLICE PATROL	86.88
	DAY WIRELESS SYSTEMS		POLICE PATROL	86.88
	DAY WIRELESS SYSTEMS	RADIO REPAIR	POLICE PATROL	125.59
66151	DELL	RADIO IP SERVER HARDWARE	TRIBAL GAMING-GENL	3,237.09
66152	DESIGN ACCENTS BY	(14) BLINDS	BAXTER CENTER APPRE	1,305.83
	DESIGN ACCENTS BY	FURNITURE AND DRAPES	BAXTER CENTER APPRE	6,219.69
66153	DICKS TOWING	TOWING EXPENSE MP 10-5986	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE MP 10-5750	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE MP 10-5947	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE MP 10-5994	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE MP 10-6030	POLICE PATROL	43.44
66154	E&E LUMBER	SCREWS	MAINT OF GENL PLANT	5.21
	E&E LUMBER	GRAFFITI SUPPLIES	COMMUNITY DEVELOPMENT-	9.32
	E&E LUMBER	HEMLOCK	UTIL ADMIN	9.67

**CITY OF MARYSVILLE  
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6154	E&E LUMBER	GRAFFITI SUPPLIES	COMMUNITY DEVELOPMENT-	12.90
	E&E LUMBER		COMMUNITY DEVELOPMENT-	17.98
	E&E LUMBER		COMMUNITY DEVELOPMENT-	17.98
	E&E LUMBER		COMMUNITY DEVELOPMENT-	18.31
	E&E LUMBER	4 X 8 CDX	UTIL ADMIN	24.33
	E&E LUMBER	JIGSAW AND BLADE	BUILDING MAINTENANCE	124.12
6155	EAST JORDAN IRON WOR	MANHOLE MATERIALS	SEWER SERV MAINT	277.10
6156	ENCORE HOMES	HYDRANT METER DEPOSIT REFUND	WATER/SEWER OPERATION	50.20
6157	EVERETT HERALD	ATHLETIC ASST AD	RECREATION SERVICES	332.60
6158	EVERETT MUNICIPAL	BAIL POSTED	GENERAL FUND	1,500.00
6159	FELDMAN & LEE P.S.	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	15,000.00
6160	FLINT TRADING INC	COMBO ARROWS,LEFT & RIGHT ARRO	TRAFFIC CONTROL DEVICES	3,891.42
6161	GENUINE AUTO GLASS	WINDSHIELD INSTALLED	EQUIPMENT RENTAL	325.80
6162	GOVCONNECTION INC	CARD READERS FOR DETECTIVES	POLICE INVESTIGATION	146.34
6163	GREEN, SUSIE	REFUND CLASS FEES	PARKS-RECREATION	70.00
6164	GRIFFEN, CHRIS	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	127.50
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	165.00
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	202.50
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	270.00
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	300.00
6165	GUY, KRISTIE	REIMBURSE NHRMA CONF EXPENSE	PERSONNEL ADMINISTRATIO	669.55
6166	HARBOR FREIGHT TOOLS	TOOLS	WATER SERVICES	159.22
6167	HD FOWLER COMPANY	BOLT KITS	WATER/SEWER OPERATION	85.15
	HD FOWLER COMPANY	PERF PIPE	GOLF ADMINISTRATION	90.72
	HD FOWLER COMPANY	END CAPS	GOLF ADMINISTRATION	131.63
	HD FOWLER COMPANY	MARKING PAINT,WRENCH,HOLDER	ER&R	329.04
6168	HOMETOWN FIREPLACE	PELLET STOVE CLEANING-MOTHER N	PARK & RECREATION FAC	189.51
6169	HUSBY, DAN AND LEANN	UB 060110000000 9033 57TH AVE	WATER/SEWER OPERATION	140.49
6170	HYLARIDES, LETTIE	INTERPRETER SERVICES	COURTS	100.00
	HYLARIDES, LETTIE		COURTS	108.00
	HYLARIDES, LETTIE		COURTS	108.00
	HYLARIDES, LETTIE		COURTS	108.00
	HYLARIDES, LETTIE		COURTS	125.00
	HYLARIDES, LETTIE		COURTS	158.00
6171	IMSA NW SECTION	CERT RENEWAL-KINNEY, H	TRANSPORTATION MANAGEM	40.00
6172	INTERPLAN HEALTH GRP	INMATE MEDICAL CARE	DETENTION & CORRECTION	3,323.06
6173	IRON MOUNTAIN	ROCK	STORM DRAINAGE	97.25
6174	JOANN FABRICS	REFUND BUSINESS LICENSE FEES	GENL FUND BUS LIC & PERMI	40.00
6175	JUDD & BLACK	DRYER	MAINT OF GENL PLANT	108.60
6176	KENWORTH NORTHWEST	CREDIT FOR INV M461515	EQUIPMENT RENTAL	-358.72
	KENWORTH NORTHWEST	GASKET KIT	EQUIPMENT RENTAL	45.54
	KENWORTH NORTHWEST	MOUNTING BOLT GASKET	EQUIPMENT RENTAL	59.14
	KENWORTH NORTHWEST	CORE CHARGE	EQUIPMENT RENTAL	358.72
	KENWORTH NORTHWEST	WTR PUMP,GASKET KIT,PLUG,SEAL	EQUIPMENT RENTAL	540.05
6177	KING, TIM	REIMBURSE MEAL	UTIL ADMIN	9.77
6178	KRISTOFFERSEN, MONIK	INSTRUCTOR SERVICES	RECREATION SERVICES	105.00
6179	KUPRIYANOVA, SVETLAN	INTERPRETER SERVICES	COURTS	150.00
	KUPRIYANOVA, SVETLAN		COURTS	150.00
6180	LABOR & INDUSTRIES	L & I 3RD QTR 2010	MUNICIPAL COURTS	10.64
	LABOR & INDUSTRIES		MUNICIPAL COURTS	99.29
	LABOR & INDUSTRIES		SENIOR CENTER	306.07
	LABOR & INDUSTRIES		POLICE PATROL	308.09
	LABOR & INDUSTRIES		RECREATION SERVICES	436.21
6181	LANGUAGE EXCHANGE	INTERPRETER SERVICES	COURTS	553.00
6182	LASTING IMPRESSIONS	UNIFORM SHIRT	CRIME PREVENTION	49.53
6183	LES SCHWAB TIRE CTR	TIRE REPAIR	EQUIPMENT RENTAL	102.63
	LES SCHWAB TIRE CTR	BACKHOE TIRES	EQUIPMENT RENTAL	320.50

**CITY OF MARYSVILLE  
 INVOICE LIST**

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
6184	LICENSING, DEPT OF	FAIRBANKS, CALVIN (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	FAIRBANKS, MARY (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	FAVRO, TODD (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	FRY, STEVEN (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	HUDSON, DAVID (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	ISERI, MARK (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	JOHNSON, DEBRA (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	KANE, ROBERT (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	KIRKPATRICK, RONALD (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	KNOPP, NATHAN (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MANNEN, KYLE (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MCKEON, WILLIAM (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	STRUP, MICHAEL (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	TURK, JASON (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	RETTIG, RICHARD (LT RENEWAL)	GENERAL FUND	21.00
6185	LOWES HIW INC	ANGLE GRINDER	WATER SERVICES	96.65
6186	MAILFINANCE	POSTAGE MACHINE LEASE	COMMUNITY DEVELOPMENT-	21.40
	MAILFINANCE		ENGR-GENL	21.40
	MAILFINANCE		UTIL ADMIN	21.40
	MAILFINANCE		POLICE INVESTIGATION	21.40
	MAILFINANCE		POLICE PATROL	21.40
	MAILFINANCE		OFFICE OPERATIONS	21.40
	MAILFINANCE		DETENTION & CORRECTION	21.40
	MAILFINANCE		OFFICE OPERATIONS	21.40
	MAILFINANCE		OFFICE OPERATIONS	21.40
	MAILFINANCE		CITY CLERK	21.41
	MAILFINANCE		EXECUTIVE ADMIN	21.41
	MAILFINANCE		FINANCE-GENL	21.41
	MAILFINANCE		PERSONNEL ADMINISTRATIO	21.41
	MAILFINANCE		UTILITY BILLING	21.41
	MAILFINANCE		LEGAL - PROSECUTION	21.41
6187	MARTINEZ, MIGUEL	REFUND DEPOSIT FOR RENTAL	GENERAL FUND	100.00
6188	MARYSVILLE AWARDS	NAMEPLATE	EXECUTIVE ADMIN	23.02
6189	MARYSVILLE EQUIP	RENTAL OF EXCAVATOR	SURFACE WATER CAPITAL P	508.35
6190	MARYSVILLE FIRE	TB SERUM	POLICE PATROL	330.00
6191	MARYSVILLE FORD	CREDIT SEATBELT	EQUIPMENT RENTAL	-206.29
	MARYSVILLE FORD	SEATBELT ASSY	EQUIPMENT RENTAL	198.36
	MARYSVILLE FORD		EQUIPMENT RENTAL	206.29
6192	MARYSVILLE PRINTING	BUSINESS CARDS	POLICE INVESTIGATION	50.00
	MARYSVILLE PRINTING		DETENTION & CORRECTION	50.00
	MARYSVILLE PRINTING		POLICE ADMINISTRATION	76.80
	MARYSVILLE PRINTING	PROSECUTOR OFFER FORMS	LEGAL - PROSECUTION	107.83
	MARYSVILLE PRINTING	BUSINESS CARDS	CITY COUNCIL	126.95
	MARYSVILLE PRINTING		POLICE PATROL	500.00
	MARYSVILLE PRINTING	VISITOR MAPS	COMMUNITY INFO SERV	5,072.62
6193	MARYSVILLE SCHOOL	TMS FACILITY USEAGE	RECREATION SERVICES	76.50
	MARYSVILLE SCHOOL	MMS FACILITY USEAGE	RECREATION SERVICES	191.25
6194	MARYSVILLE, CITY OF	STORMWATER @ 17906 43RD AVE NE	WATER FILTRATION PLANT	27.60
	MARYSVILLE, CITY OF	WATER @ 6302 152ND ST NE	PARK & RECREATION FAC	33.84
	MARYSVILLE, CITY OF	WTR/SWR/GRB @ 3308 156TH ST NE	GMA - STREET	133.19
	MARYSVILLE, CITY OF	WATER @ 6302 152ND ST NE	PARK & RECREATION FAC	1,188.59
6195	MICROFLEX INC	TAX AUDIT PROGRAM 9/2010	FINANCE-GENL	23.24
6196	MORTON, JASON	REIMBURSE MILEAGE	DETENTION & CORRECTION	48.40
6197	MOTOR TRUCKS	MOUNT	EQUIPMENT RENTAL	8.19
	MOTOR TRUCKS	SPRING,COAX PLUG	EQUIPMENT RENTAL	40.23
	MOTOR TRUCKS	CB RADIO	EQUIPMENT RENTAL	64.79
6198	NELSON PETROLEUM	DIESEL AND GASOLINE CONSUMED	MAINTENANCE	1,206.87

**CITY OF MARYSVILLE  
 INVOICE LIST**

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66199	NEPTUNE TECHNOLOGY	PRO READ REGISTER	WATER SERVICES	64.07
66200	NEW WEST DEVEL	HYDRANT METER DEPOSIT REFUND	WATER/SEWER OPERATION	0.50
66201	NORTH COUNTY OUTLOOK	BAZAAR GUIDE AD	SENIOR CENTER	24.50
66202	NORTHEND TRUCK EQUIP	SNOW PLOW CUTTING BLADE	EQUIPMENT RENTAL	439.34
66203	NORTHUP GROUP	PRE-EMPLOYMENT EVALUATIONS	POLICE ADMINISTRATION	680.00
66204	NORTHWEST CASCADE	HONEY BUCKET	PARK & RECREATION FAC	110.23
66205	OFFICE DEPOT	CREDIT OFFICE SUPPLIES	COMMUNITY DEVELOPMENT-	-86.27
	OFFICE DEPOT	OFFICE SUPPLIES	RECREATION SERVICES	-5.96
	OFFICE DEPOT		BUILDING MAINTENANCE	1.91
	OFFICE DEPOT		EQUIPMENT RENTAL	1.91
	OFFICE DEPOT		RECREATION SERVICES	5.96
	OFFICE DEPOT		PERSONNEL ADMINISTRATIO	6.64
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	7.75
	OFFICE DEPOT		POLICE ADMINISTRATION	10.00
	OFFICE DEPOT		POLICE PATROL	22.37
	OFFICE DEPOT		UTIL ADMIN	28.45
	OFFICE DEPOT		OFFICE OPERATIONS	30.00
	OFFICE DEPOT		OFFICE OPERATIONS	34.82
	OFFICE DEPOT		ENGR-GENL	36.25
	OFFICE DEPOT		POLICE INVESTIGATION	38.40
	OFFICE DEPOT		PERSONNEL ADMINISTRATIO	42.51
	OFFICE DEPOT		UTIL ADMIN	56.36
	OFFICE DEPOT		POLICE ADMINISTRATION	59.62
	OFFICE DEPOT		OFFICE OPERATIONS	61.38
	OFFICE DEPOT		POLICE PATROL	79.84
	OFFICE DEPOT		DETENTION & CORRECTION	81.22
	OFFICE DEPOT		WATER QUAL TREATMENT	86.37
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	93.50
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	95.59
	OFFICE DEPOT		UTIL ADMIN	106.19
	OFFICE DEPOT		POLICE PATROL	160.00
	OFFICE DEPOT		POLICE PATROL	187.60
	OFFICE DEPOT	IS SAFE REPLACEMENT	COMPUTER SERVICES	266.66
	OFFICE DEPOT	OFFICE SUPPLIES	MUNICIPAL COURTS	640.28
66206	OFFICE INTERIORS INC	CHAIR	POLICE INVESTIGATION	330.14
66207	OLASON, MONICA	INSTRUCTOR SERVICES	RECREATION SERVICES	175.98
	OLASON, MONICA		RECREATION SERVICES	198.40
	OLASON, MONICA		RECREATION SERVICES	332.80
66208	PACIFIC NW BUSINESS	TONER	COMMUNITY DEVELOPMENT-	123.70
	PACIFIC NW BUSINESS		POLICE PATROL	151.93
66209	PACIFIC POWER PROD.	PULL PIN ASSY	MAINTENANCE	66.19
	PACIFIC POWER PROD.	UPPER SPINDLE BEARINGS,SEAL	PARK & RECREATION FAC	72.00
	PACIFIC POWER PROD.	BRAKE DRUM	MAINTENANCE	140.25
	PACIFIC POWER PROD.	BUNKER BLANKET	MAINTENANCE	307.65
66210	PARKER, RUSS	HAND TOOLS	WASTE WATER TREATMENT	187.21
66211	PARTS STORE, THE	CREDIT INV 179456	EQUIPMENT RENTAL	-68.05
	PARTS STORE, THE	CORE REFUND,PARTS CREDIT	EQUIPMENT RENTAL	-60.99
	PARTS STORE, THE	CREDIT LUBRICANTS	MAINTENANCE	-28.21
	PARTS STORE, THE	SPARK PLUGS	MAINTENANCE	4.65
	PARTS STORE, THE	CLAMPS	EQUIPMENT RENTAL	7.78
	PARTS STORE, THE	ROSIN CORE	EQUIPMENT RENTAL	9.76
	PARTS STORE, THE	BUSHING KIT	EQUIPMENT RENTAL	44.09
	PARTS STORE, THE	SPARK PLUGS	MAINTENANCE	47.45
	PARTS STORE, THE	BRAKE LUBE,ROSIN CORE	EQUIPMENT RENTAL	48.88
	PARTS STORE, THE	CORE,CALIPER GREASE,ACID CORE	EQUIPMENT RENTAL	68.05
	PARTS STORE, THE	WHEELING	MAINTENANCE	99.89
	PARTS STORE, THE	AIR FILTERS	ER&R	147.69

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 10/14/2010 TO 10/20/2010**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
66211	PARTS STORE, THE	ROSIN CORE,SILICONE,LOCTITE	EQUIPMENT RENTAL	208.38
66212	PAYDIRT, LLC	WWTP OVERFLOW BY PASS REPAIR	WASTE WATER TREATMENT	148.78
66213	PB LOADER CORP	TAC SPRAY BAR	ER&R	-10.24
	PB LOADER CORP		EQUIPMENT RENTAL	129.35
66214	PEACE OF MIND	MINUTE TAKING SERVICE	CITY CLERK	77.50
	PEACE OF MIND	MINTUE TAKING SERVICE	CITY CLERK	186.00
66215	PHAM, JOSEPH	INTERPRETER SERVICES	COURTS	125.00
66216	PIGSKIN UNIFORMS	EMBROIDERY	POLICE PATROL	40.00
	PIGSKIN UNIFORMS	(4) CUSTODY UNIFORM JACKETS	DETENTION & CORRECTION	1,443.05
66217	PROTHMAN COMPANY	CANDIDATE TRAVEL EXPENSES	COMMUNITY DEVELOPMENT-	358.47
66218	PSSP - PUGET SOUND	SECURITY SERVICES	PROBATION	820.64
	PSSP - PUGET SOUND		MUNICIPAL COURTS	2,461.92
66219	PUD	ACCT # 2011-4209-8	PARK & RECREATION FAC	14.75
	PUD	ACCT # 2012-2506-7	PARK & RECREATION FAC	137.38
	PUD	LIGHT POLE REPLACEMENT @ 5302	STREET LIGHTING	3,342.71
66220	PUGET SOUND SECURITY	SPARE KEY	POLICE PATROL	3.20
	PUGET SOUND SECURITY	REPLACEMENT KEYS-SWEEPER	GENERAL SERVICES - OVERH	24.03
66221	RAILROAD MANAGEMENT	SEWER PIPELINE CROSSING	UTIL ADMIN	109.81
66222	RESOLUTION VIDEO INC	REGISTRATION-HENDRICKSON, J	TRIBAL GAMING-GENL	895.00
	RESOLUTION VIDEO INC	REGISTRATION-KING, J	TRIBAL GAMING-GENL	895.00
66223	REVENUE, DEPT OF	3RD QTR 2010 LEASEHOLD TAXES	NON-DEPARTMENTAL	10.92
	REVENUE, DEPT OF		GENERAL FUND	568.17
	REVENUE, DEPT OF		GOLF COURSE	577.80
	REVENUE, DEPT OF		GOLF ADMINISTRATION	1,155.60
	REVENUE, DEPT OF		WATER SERVICES	3,116.01
	REVENUE, DEPT OF		WATER/SEWER OPERATION	4,601.43
66224	SATURAY, RODANTE	REFUND DEPOSIT FOR RENTAL	GENERAL FUND	100.00
66225	SAUK SUIATTLE INDIAN	BAIL POSTED	GENERAL FUND	250.00
66226	SCOTT, VELVA	CONNECTION FEE REFUND	WATER-UTILITIES/ENVIRONM	20.00
	SCOTT, VELVA		WATER-UTILITIES/ENVIRONM	25.00
66227	SCRIPTLOGIC CORP	TAX RATE CREDIT	COMPUTER SERVICES	-61.48
	SCRIPTLOGIC CORP	DESKTOP MANAGEMENT SOFTWARE	COMPUTER SERVICES	7,479.95
66228	SHANKLE, CRAIG	INSTRUCTOR SERVICES	SENIOR CENTER	36.00
66229	SMOKEY POINT CONCRET	CONCRETE	SIDEWALKS MAINTENANCE	649.43
66230	SNAP-ON INCORPORATED	BIT SET	EQUIPMENT RENTAL	91.34
	SNAP-ON INCORPORATED	TORQUE WRENCHES	EQUIPMENT RENTAL	225.38
	SNAP-ON INCORPORATED	MISC SOCKETS	EQUIPMENT RENTAL	245.05
66231	SNO CO PUBLIC WORKS	SOLID WASTE CHARGES	PARK & RECREATION FAC	85.00
66232	SNO CO TREASURER	2010 PROPERTY TAXES	UTIL ADMIN	2.76
	SNO CO TREASURER		STORM DRAINAGE	239.86
66233	SNO CO TREASURER	INMATE PRESCRIPTIONS	POLICE PATROL	1,796.74
66234	SNOHOMISH STORAGE	DELTA RELOCATION COSTS	CAPITAL OUTLAY	175.00
66235	SNOPAC	ACCESS QUARTERLY ASSESSMENT	OFFICE OPERATIONS	820.19
	SNOPAC	DISPATCH SERVICES	COMMUNICATION CENTER	61,891.86
66236	SONITROL	SECURITY SERVICE 10/2010	PUBLIC SAFETY FAC-GENL	93.00
	SONITROL		PARK & RECREATION FAC	122.00
	SONITROL		SENIOR CENTER	132.00
	SONITROL		WASTE WATER TREATMENT	232.33
	SONITROL		WATER FILTRATION PLANT	232.33
	SONITROL		ADMIN FACILITIES	308.00
	SONITROL		UTIL ADMIN	391.00
66237	SOUND HARLEY	MOTORCYCLE REPAIR	POLICE PATROL	411.76
66238	SOUND PUBLISHING	ACCT # 88522144-HR AD	POLICE ADMINISTRATION	15.00
66239	SOUND PUBLISHING	ACCT # 88522144-HR ADS	POLICE ADMINISTRATION	71.32
	SOUND PUBLISHING		RECREATION SERVICES	75.16
66240	SOUND PUBLISHING	ACCT # 88522148-CD NOTICES	COMMUNITY DEVELOPMENT-	306.93
66241	STRINGER, JIM & CHRI	UB 840022000001 6910 73RD DR N	WATER/SEWER OPERATION	61.94

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 10/14/2010 TO 10/20/2010**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
66242	STROPE, JASON	REIMBURSE MEAL	UTIL ADMIN	10.86
	STROPE, JASON	REIMBURSE CPL FEE	UTIL ADMIN	30.00
66243	SUN BADGE CO	CHIEFS BADGE	GENERAL FUND	-7.03
	SUN BADGE CO		POLICE ADMINISTRATION	88.78
66244	TORO NSN	IRRIGATION COMP SOFTWARE LEASE	MAINTENANCE	134.00
66245	TRACY, MADISON	REFUND SECURITY DEPOSIT	GENERAL FUND	200.00
66246	TULALIP CHAMBER	BBH BREAKFAST MTG 9/24/10	COMMUNITY INFO SERV	23.00
	TULALIP CHAMBER		CITY COUNCIL	23.00
	TULALIP CHAMBER		EXECUTIVE ADMIN	46.00
66247	UNITED PARCEL SERVIC	SHIPPING EXPENSE	WASTE WATER TREATMENT	7.91
	UNITED PARCEL SERVIC		WASTE WATER TREATMENT	8.10
	UNITED PARCEL SERVIC		WATER DIST MAINS	19.11
66248	UNITED PARCEL SERVIC		POLICE PATROL	16.50
66249	UNITED PIPE & SUPPLY	BOLT KITS	WATER/SEWER OPERATION	135.88
	UNITED PIPE & SUPPLY	PVC PIPE	WATER SERVICES	301.14
66250	UNITED RENTALS	SAW BLADE	SIDEWALKS CONSTRUCTION	86.83
66251	UNITED SITE SERVICES	STORAGE CONTAINER RENTAL FEES	UTIL ADMIN	162.90
66252	US ID MANUAL	MANUAL UPDATES	POLICE INVESTIGATION	82.50
66253	VALLEY FREIGHTLINER	KEY BLANKS	GENERAL SERVICES - OVERH	107.64
66254	VCA ANIMAL MEDICAL	CASE # MP 10-49547	ANIMAL CONTROL	100.00
66255	VERIZON/FRONTIER	ACCT #106241644206	CENTRAL SERVICES	653.39
66256	WABO	BUILDING CODE UPDATES	COMMUNITY DEVELOPMENT-	368.72
66257	WAXIE SANITARY SUPPL	JANITORIAL SUPPLIES	PARK & RECREATION FAC	117.98
66258	WEBCHECK	WEBCHECK CANOPY SERVICE 9/2010	UTILITY BILLING	570.00
66259	WEED GRAAFSTRA	LEGAL SERVICES 9/2010	GMA - STREET	50.00
	WEED GRAAFSTRA		LEGAL-GENL	170.00
	WEED GRAAFSTRA	FORFEITURES 9/2010	POLICE INVESTIGATION	272.00
	WEED GRAAFSTRA	LEGAL SERVICES 9/2010	UTIL ADMIN	344.00
	WEED GRAAFSTRA		LEGAL-GENL	13,932.32
	WEED GRAAFSTRA		UTIL ADMIN	13,932.33
66260	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	LEGAL - PROSECUTION	518.56
66261	WESTERN PETERBILT	CREDIT INV 147782	ER&R	-475.34
	WESTERN PETERBILT	CREDIT INV 147913	EQUIPMENT RENTAL	-97.74
	WESTERN PETERBILT	CORE	EQUIPMENT RENTAL	97.74
	WESTERN PETERBILT	DRUM VALVE AND BRAKE SHOES	EQUIPMENT RENTAL	305.08
	WESTERN PETERBILT	SEAT ASSY	EQUIPMENT RENTAL	326.45
	WESTERN PETERBILT	BUGSCREEN	ER&R	475.34
66262	WHATCOM COUNTY	NW MINI CHAIN	DETENTION & CORRECTION	10,205.25
66263	WHITE CAP CONSTRUCT	NAIL STAKES,TIE WIRE	CITY STREETS	-33.72
	WHITE CAP CONSTRUCT		SIDEWALKS CONSTRUCTION	425.78
66264	WILKES, DEBBIE	REFUND CLASS REFUND	PARKS-RECREATION	70.00
66265	WILKINSON, MICHAEL &	UB 281500161901 5624 125TH PL	WATER/SEWER OPERATION	15.61
66266	YOUNG, MARIA LOURDES	INTERPRETER SERVICES	COURTS	162.50

**WARRANT TOTAL: 325,214.72**

VOID:

CHECK # 66107 INITIATOR ERROR (663.39)

REASON FOR VOIDS:

- INITIATOR ERROR
- WRONG VENDOR
- CHECK LOST IN MAIL

**324,551.33**

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: November 8, 2010**

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

<b>RECOMMENDED ACTION:</b> The Finance and Executive Departments recommend City Council approve the October 27, 2010 payroll in the amount \$396,351.62 Check No.'s 23382 through 23657 with Check No. 23502 voided and reissued with Check No. 23658.
<b>COUNCIL ACTION:</b>

**OFFICE OF CITY CLERK**

**Tracy Jeffries**

1049 State Avenue  
Marysville, Washington 98270  
360.363.8000  
marysvillewa.gov

**NOTICE OF HEARING**

**BEFORE THE MARYSVILLE CITY COUNCIL**

NOTICE IS HEREBY GIVEN that the Marysville City Council will hold a public hearing on the 2011 proposed budget at 7:00 p.m., Monday, November 8, 2010 in the Council Chambers of the Marysville City Hall located at 1049 State Avenue, Marysville, Washington at which time and place citizens will have the right to provide written and oral comments and suggestions regarding the 2011 budget as proposed. The public hearing will address revenue sources, including the property tax levy, and expenditures.

THE CITY OF MARYSVILLE

TRACY JEFFRIES, CITY CLERK

Dated: October 11, 2010

Published: Marysville Globe October 20, 2010 & October 27, 2009

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**THIS NOTICE IS NOT TO BE REMOVED, MUTILATED OR  
CONCEALED IN ANY WAY BEFORE DATE OF HEARING.**

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

**CITY COUNCIL MEETING DATE: 11-8-10**

AGENDA ITEM: Renewal of Facility Use Agreement for AllianceOne Inc. and imposition of usage fee	
PREPARED BY: Suzanne Elsner	DIRECTOR APPROVAL:
DEPARTMENT: Marysville Municipal Court	
ATTACHMENTS: Facility Use Agreement	
BUDGET CODE:	AMOUNT:

**SUMMARY:**

Marysville Municipal Court currently uses AllianceOne Inc. for collection services. AllianceOne provides a number of ways to help courts collect fines owed. AllianceOne approached Marysville Municipal Court regarding posting a collector at the front counter of the Municipal Court to accept payments for cases in collections. A collector began working in the Municipal Court in 2008. This pay station collects payments for Marysville Municipal Court as well as other courts in the area that use AllianceOne as their collection agency. Marysville has seen an increase in their collection rate since the pay station was implemented.

Because of the high volume of traffic brought in by the pay station the Court has asked AllianceOne to begin paying a facility usage fee at the rate of \$500.00 per month.

The Court continues to view this relationship as a benefit to both parties.

<p><b>RECOMMENDED ACTION:</b> Staff recommends that Council Authorize the Mayor to sign the renewal of the facility use agreement and imposition of a usage fee.</p>
--

## FACILITIES USE AGREEMENT

The City of Marysville, a non-charter code city of the State of Washington, (hereafter "City") and AllianceOne Receivables Management, Inc., a corporation of the State of Delaware, (hereafter "AllianceOne") enter into this Agreement for the use by the AllianceOne of certain facilities owned by the City, under the terms and conditions of this Agreement.

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

Whereas, AllianceOne is the Municipal Court's collection agency and desires to use said Facilities; and

Whereas, the City is able and willing to make said Facilities available for such use by AllianceOne; and

Whereas, the parties entered into a FACILITIES USE AGREEMENT signed by the Mayor on April 13, 2009 for the period of April 20, 2009 through December 31, 2009; and

Whereas, the parties wish to agree to the terms and conditions in the FACILITIES USE AGREEMENT signed by the Mayor on April 13, 2009 for the term of January 1, 2010 through December 31, 2010; and

Whereas, the parties wish to agree to the terms and conditions as set forth below for the period of January 1, 2011 through December 31, 2011;

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

A. For the Term of January 1, 2010 through December 31, 2010 the parties agree to the terms and conditions in the FACILITIES USE AGREEMENT signed by the Mayor on April 13, 2009 as attached in Exhibit A and incorporated by reference.

B. For the Term commencing January 1, 2011 the parties agree to the following terms and conditions:

1. GENERAL AGREEMENT.

For being permitted to use the Facilities for the purposes and activities stated below, AllianceOne agrees to abide by the terms and conditions set forth in this Agreement.

2. AUTHORIZED REPRESENTATIVES/NOTICE

Any notice, request, or demand or other communication related to this Agreement shall be given to the parties' authorized representatives as set forth above. 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. The parties' authorized representatives for the purposes of this Agreement are as follows:

City of Marysville

Authorized representative: Suzanne Elsner, Municipal Court Administrator  
Address: City of Marysville, 1015 State Avenue, Marysville, WA 98270  
Phone : 360-363-8054  
Fax: 360-657-2960  
Email: [selsner@ci.marysville.wa.us](mailto:selsner@ci.marysville.wa.us)

AllianceOne Receivables Management, Inc.

Authorized representative: Renee Linnabary, Senior Vice President  
Address: 6565 Kimball Drive, Suite 200, Gig Harbor, WA 98335  
Phone: 253.620.2209  
Fax: 253.620.2232  
Email: [renee.linnabary@allianceoneinc.com](mailto:renee.linnabary@allianceoneinc.com)

3. FACILITIES.

Subject to the terms and conditions of this Agreement, the City hereby grants AllianceOne permission to use the following Facilities located in the Municipal Court at 1015 State Avenue in the City of Marysville:

Sufficient front counter space, as determined by the City, for one person and office equipment, as necessary to collect Municipal Court fines and related costs, and perform other collection-related activities

4. PERIOD AND TIME OF USE/RENEWAL

a. The permission hereby given shall be for the following duration and time:

From January 1, 2011, during the hours of 8:00 am- 4:30 pm, Monday through Friday, excluding court holidays, until December 31, 2011.

b. This agreement shall automatically renew for one year periods of time subject to the TERMINATION PROVISIONS in paragraph 19 below.

5. PURPOSES AND ACTIVITIES.

The Facilities may be used for the purpose of accepting collection agency payments and other collection-related activities..

6. CONSIDERATION/PAYMENT.

In consideration for the use of the Facilities as set forth in this agreement, AllianceOne shall pay to the City the following amount in the manner set forth:

a. Five Hundred Dollars (\$500.00) per month.

b. Payment is due on or before the 1<sup>st</sup> day of each month for AllianceOne's use of the facility for that month. Payments made after the 15<sup>th</sup> of the month are subject to a \$50 late fee and may result in breach of this agreement and termination under paragraph 19 below.

c. Interest.

In the event AllianceOne fails to pay to the City all sums required hereunder, at the time or times specified herein, the amounts so due and unpaid shall from the due date bear interest at the rate of twelve percent (12%) per annum or such lower rate as may then be the maximum rate of interest authorized by Washington or Federal law.

7. INGRESS/EGRESS:

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

8. CONDITION OF FACILITIES.

AllianceOne accepts the Facilities as being clean and in good condition and agrees to keep the premises in the same condition as when received, reasonable wear and tear excepted.

9. QUIET ENJOYMENT.

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

10. TEMPORARY EQUIPMENT AND SIGNS.

Temporary equipment and signs may be placed upon City facilities only with the prior approval of the City's authorized representative. AllianceOne shall remove all such temporary equipment and signs when not using the Facilities.

11. ALTERATIONS.

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

12. LIABILITY.

AllianceOne shall hold harmless, defend, and indemnify the City and its officers, employees, volunteers, and agents from all claims, causes of action, and liability arising out of or connected with AllianceOne's use of the Facilities. The City shall have no responsibility for the safety and/or security of any person participating in the AllianceOne's use of the Facilities, except as may arise from the negligence or intentional misconduct of the City or its officers, employees, volunteers, or agents. The City shall hold harmless, defend, and indemnify AllianceOne and its officers, employees, volunteers, and agents from all claims, causes of action, and liability arising out of or connected with the negligence or intentional misconduct of the City or its officers, employees, volunteers, or agents.

13. INSURANCE.

AllianceOne shall, during the term hereof and any extension thereof, obtain and maintain at the AllianceOne's expense liability insurance with insurance companies authorized to issue insurance in Washington and acceptable to the City, which protects AllianceOne, its patrons, and the City, its officers, employees, volunteers, and agents, against any personal injury, death, and property damage arising out of or connected with the AllianceOne's use of the Facilities. The liability coverage shall not be less than one million dollars (\$1,000,000.00) for any one occurrence. The insurance policy shall insure the City and its officers, employees, volunteers and agents as additional insureds.

14. WAIVER.

The waiver by the City of any breach of any term or condition of this Agreement shall not be deemed to be a waiver of such term or condition or any subsequent breach of the same or any other term or condition herein contained.

15. ASSIGNMENT.

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

16. ENTIRE AGREEMENT.

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

17. AMENDMENT.

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

18. GOVERNING LAW. This Agreement shall be construed under the laws of the State of Washington and the United States of America.

19. TERMINATION.

Either party may terminate this Agreement by giving at least 30 days' written notice of intent to terminate. Upon the termination of this Agreement for any reason, AllianceOne agrees to remove all equipment, furniture, personal property, and other materials owned by AllianceOne from the Court premises and further agrees to deliver and return to the City any and all equipment and materials belonging to the City in the custody or control of AllianceOne.

20. SEVERABILITY.

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

21. AUTHORITY TO SIGN.

The undersigned certify that they are authorized to sign this Agreement on behalf of their respective entities and that their respective entities have acknowledged and accepted the terms and conditions herein and attached hereto.

DATED this 14 day of October, 2010.

CITY OF MARYSVILLE

ALLIANCEONE

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

By [Signature]  
Renee Linnabary, Senior Vice President  
[Signature], Treasurer

Approved as to form:

\_\_\_\_\_  
GRANT K. WEED, City Attorney

Exhibit A  
2009 Facilities Use Agreement.

## FACILITIES USE AGREEMENT

The City of Marysville, a non-charter code city of the State of Washington, (hereafter "City") and AllianceOne Receivables Management, Inc., a corporation of the State of Delaware, (hereafter "AllianceOne") enter into this Agreement for the use by AllianceOne of certain facilities owned by the City, under the terms and conditions of this Agreement.

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

Whereas, AllianceOne is the Municipal Court's collection agency and desires to use said Facilities, for the purposes and activities, and under the terms and conditions, set forth below;

Whereas, the City is able and willing to make said Facilities available for such use by AllianceOne;

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

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

City of Marysville

Authorized representative: Suzanne Elsner, Municipal Court Administrator  
Address: City of Marysville, 1015 State Avenue, Marysville, WA 98270  
Phone : 360-363-8054  
Fax: 360-657-2960  
Email: selsner@ci.marysville.wa.us

AllianceOne Inc.

Authorized representative: Renee Linnabary, Senior Vice President  
Address: 6565 Kimball Drive, Suite 200, Gig Harbor, WA 98335  
Phone: 253.620.2209  
Fax: 253.620.2232  
Email:

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

Sufficient front counter space, as determined by the City, for one person and office equipment, as necessary to collect Municipal Court fines and related costs.

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

From April 20, 2009, during the hours of 8:00 am- 4:30 pm, Monday through Friday, excluding court holidays, until December 31, 2009.

5. PURPOSES AND ACTIVITIES. The Facilities may be used for the purpose of accepting collection agency payments.

6. CONSIDERATION. The consideration for AllianceOne's use of the Facilities shall be the increase in efficiency of collection services and the commensurate increase in the amount of fines and related costs, which the City will receive from AllianceOne.

7. OCCUPANCY LIMITS: N/A

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

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

10. CONDITION OF FACILITIES. AllianceOne accepts the Facilities as being clean and in good condition and agrees to keep the premises in the same condition as when received, reasonable wear and tear excepted.

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

12. TEMPORARY EQUIPMENT AND SIGNS. Temporary equipment and signs may be placed upon City facilities only with the prior approval of the City's authorized representative. AllianceOne shall remove all such temporary equipment and signs when not using the Facilities.

13. ALTERATIONS. No alterations shall be made to the Facilities without the written approval of the City. Any alterations shall be at the sole expense of the

AllianceOne. Any alterations of the premises except movable furniture and trade fixtures shall become, at once, a part of the realty and belong to the City.

14. **LIABILITY.** AllianceOne shall hold harmless, defend, and indemnify the City and its officers, employees, volunteers, and agents from all claims, causes of action, and liability arising out of or connected with AllianceOne's use of the Facilities. The City shall have no responsibility for the safety and/or security of any person participating in the AllianceOne's use of the Facilities, except as may arise from the negligence or intentional misconduct of the City or its officers, employees, volunteers, or agents.

15. **INSURANCE.** AllianceOne shall, during the term hereof and any extension thereof, obtain and maintain at the AllianceOne's expense liability insurance with insurance companies authorized to issue insurance in Washington and acceptable to the City, which protects AllianceOne, its patrons, and the City, its officers, employees, volunteers, and agents, against any personal injury, death, and property damage arising out of or connected with the AllianceOne's use of the Facilities. The liability coverage shall not be less than one million dollars (\$1,000,000.00) for any one occurrence. The insurance policy shall insure the City and its officers, employees, volunteers and agents as additional insureds.

16. **WAIVER.** The waiver by the City of any breach of any term or condition of this Agreement shall not be deemed to be a waiver of such term or condition or any subsequent breach of the same or any other term or condition herein contained.

17. **INTEREST.** N/A

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

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

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

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

22. **GOVERNING LAW.** This Agreement shall be construed under the laws of the State of Washington and the United States of America.

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

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

The undersigned certify that they are authorized to sign this Agreement on behalf of their respective entities and that their respective entities have acknowledged and accepted the terms and conditions herein and attached hereto.

Alliance One Receivables Management, Inc  
By: *[Signature]*  
Position: Senior Vice President  
Dated: March 24 2009

City of Marysville  
By: *[Signature]*  
Position: MAYOR  
Dated: April 13 2009

For office use only:

- Security deposit collected
- Fees collected
- Received insurance certificate with City as additional insured

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

**CITY COUNCIL MEETING DATE: November 8, 2010**

<b>AGENDA ITEM:</b> Lease Agreement for City Owned Residence to Jeffrey W. Lee and Jordan W. Lee	
<b>PREPARED BY:</b> Jim Ballew	<b>DIRECTOR APPROVAL:</b> J. Ballew
<b>DEPARTMENT:</b> Parks and Recreation	
<b>ATTACHMENTS:</b> Lease Agreement and required attachments	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>

**SUMMARY:**

The City owned residence and property located at 5626 61<sup>st</sup> St NE, Marysville, WA 98270 has been vacated by the former tenant and has been updated by city personnel. The attached Lease Agreement is for new tenants in Jeffrey W. Lee and Jordan W. Lee of Marysville, WA. The Lease agreement term is month to month at a base rent with state leasehold excise tax of \$733.46 per month. The tenants shall pay a deposit and non refundable cleaning fee and all utilities.

<p><b>RECOMMENDED ACTION:</b> Staff recommends that Council Authorize the Mayor to sign the Lease Agreement with Jeffrey W. Lee and Jordan W. Lee for the rental property located at 5625 61<sup>st</sup> Street NE, Marysville, WA 98270 in the amount of \$733.46 including deposit and non refundable cleaning fees as per the agreement.</p>
--

**RESIDENTIAL LEASE AGREEMENT  
AND SECURITY DEPOSIT RECEIPT**

THIS LEASE made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, hereinafter called the "Landlord," and Jeffrey W. Lee and Jordan W. Lee hereinafter called the "Tenant."

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

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

**SEE ATTACHMENT A**

Tax Parcel Nos.: 300527-003-060-00 and portion of 300534-002-006-00  
the address of which is 5626 – 61st Street NE, Marysville, WA 98270.

2. **LEASE TERM:**

- The premises are leased for a term of \_\_\_\_\_, commencing \_\_\_\_\_, and terminating \_\_\_\_\_.
- This lease shall commence on November 1, 2010, and shall be a month-to-month tenancy, which may be terminated by either Landlord or Tenant giving the other party written notice of intent to terminate, which notice must be received at least 20 days prior to the intended date of vacation and 20 days prior to the date rent is due, excluding date of receipt.

3. **RENT:** Tenant shall pay rent in the amount of \$650.00 per month for the above premises, payable in advance on or before the first day of each month of the lease term. Tenant shall also pay to Landlord leasehold excise tax in the sum of \$83.46, which leasehold excise tax shall be paid with the monthly rental payment and shall constitute additional rent due hereunder, for a total monthly rental payment of \$733.46.

4. **LATE CHARGE:** Rent payment received by Landlord after the 5th day of the month shall include a late payment charge of \$50.00, which charge shall constitute additional rent due hereunder. PROVIDED, however, that Landlord shall not, by accepting a late payment charge, waive Landlord's right to be paid per the terms of this contract.

5. **NSF CHECK CHARGE:** A \$35.00 fee will be charged for each check returned for insufficient funds or that cannot be cashed on the day it is received or presented for payment.

Said NSF charge shall be in addition to any applicable late charge, and shall constitute additional rent due hereunder. No postdated checks will be accepted as rental payment.

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

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

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

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

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

10. **USE OF THE PREMISES:** Tenant agrees that the premises will be used as the residence for Tenant(s) and the following-named children: N/A

Tenant shall permit no guest to stay at the rental premises for longer than two weeks without advance written permission of Landlord. Tenant shall not use said premises for any purpose other than that of a residence and shall not use said premises, or any part thereof, for any illegal purpose. Tenant agrees to conform to municipal, county and state codes, statutes, ordinances and regulations concerning the use and occupation of said premises.

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

Tenant acknowledges that Landlord does not insure Tenant's property kept at the lease premises, and it shall be Tenant's responsibility to secure Tenant's own insurance if Tenant so desires.

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

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

- (m) Not engage in criminal activity involving crimes of physical violence to persons or property, nor permit any member of Tenant's family, any person invited to the premises by Tenant, or any person acting under Tenant's control to do so;
- (n) Not engage in any illegal gang-related activity, and not permit any member of Tenant's family, any person invited to the premises by Tenant, or any person acting under Tenant's control to do so; "illegal gang" refers to a group of people involved in organized illegal activity or antisocial behavior, or a member of such group.

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

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

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

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

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

- No pets or animals shall be allowed inside or outside of the leased premises.
- \_\_\_\_\_ dog(s) \_\_\_\_\_ cat(s) shall be allowed, but shall not be allowed inside the leased premises.
- \_\_\_\_\_ dog(s) \_\_\_\_\_ cat(s) shall be allowed inside and outside of the leased premises, with the Tenant being fully responsible for all damages caused by pets, including replacement of any soiled carpets, whether or not the Tenant believes the carpets might be cleaned.
- Other pets allowed are: \_\_\_\_\_  
\_\_\_\_\_

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

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

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

19. **ACCESS BY LANDLORD:** Landlord shall have the right to place and maintain "for rent" signs in a conspicuous place on the lease premises for thirty (30) days prior to the expiration of this lease. Landlord, or Landlord's agent, shall have the right to access to the premises for the purpose of:

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

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

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

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

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

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

23. **MONTH-TO-MONTH TENANCY AFTER LEASE TERM:** In the event Tenant continues with the permission of Landlord to rent the premises after the expiration of the lease term, said tenancy shall be deemed a month-to-month tenancy, which may be terminated by either Landlord or Tenant giving the other party written notice of intent to terminate, which notice must be received at least 20 days prior to the intended date of vacation and 20 days prior to the date rent is due, excluding date of receipt. No partial credit shall be given for vacating the premises prior to the end of the last day in the final month of tenancy. In the event of a month-to-month tenancy after expiration of the lease term, all other terms and conditions of this lease shall remain in full force and effect.

24. **SECURITY DEPOSIT:** Tenant has deposited the sum of \$250 receipt of which is hereby acknowledged, which sum shall be deposited by Landlord in a trust account with:

\_\_\_\_\_ (bank or escrow name)  
\_\_\_\_\_ (address)

All or a portion of such deposit may be retained by Landlord and a refund of any portion of such deposit is conditioned as follows:

- (a) Tenant shall fully perform its obligations hereunder;
- (b) Tenant shall clean and restore said residence and return the same to Landlord in its initial condition, except for reasonable wear and tear;
- (c) Tenant shall have remedied or repaired any damage to the premises;
- (d) Tenant shall surrender to Landlord the keys to the premises.

Any refund from security deposit, as by itemized statement shown to be due to Tenant, shall be returned to Tenant within 14 days after the termination of the tenancy and vacation of the premises. Landlord may apply the security deposit to the payment of any sums owing to Landlord in connection with this lease including, but not limited to, unpaid rent, tenant damage

to the lease premises, normal wear and tear resulting from ordinary use of the premises excepted, Landlord's attorney's fees and costs in enforcing this lease, and payment of any judgment obtained by Landlord in connection with the enforcement of this lease or the eviction of Tenant; provided that nothing herein shall be construed as requiring Landlord to apply the security deposit to payment of any such judgment.

25. **NONREFUNDABLE FEES:** The sum of \$ 125.00 is paid to landlord herein and shall be retained by Landlord as a nonrefundable cleaning fee, and is in addition to the security and damage deposit, and not a part thereof.

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

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

CITY OF MARYSVILLE, Landlord

By \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Tenant

Landlord's Address:  
1049 State Avenue  
Marysville, WA 98270

\_\_\_\_\_  
Tenant

**Landlord's signature must be notarized if the lease term exceeds 1 year.**

STATE OF WASHINGTON    )  
  )ss.  
COUNTY OF SNOHOMISH    )

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
is the person who appeared before me, and said person acknowledged that he/she signed this instrument,  
on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Mayor of  
CITY OF MARYSVILLE to be the free and voluntary act of such party for the uses and purposes  
mentioned in the instrument.

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

\_\_\_\_\_  
\_\_\_\_\_  
(Legibly print name of notary)  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

**ATTACHMENT A**  
**LEASE PREMISES DESCRIPTION**

All that portion of the Northeast quarter of the Northwest quarter of Section 34 and of Southeast quarter of the Southwest quarter of Section 27, Township 30 North, Range 5 East, W.M., in Snohomish County, Washington, described as follows:

Beginning at the quarter corner between Sections 27 and 34, Township 30 North, Range 5 East, W.M.; Thence North 89°21' West along the section line for 850 feet to the True Point of Beginning; Thence North 37°48' East 190 feet to the South line of county road; Thence South 53°12' East along county road line for 59.4 feet; Thence South 34°09' West for 202.7 feet; Thence North 57°30' West for 20.9 feet; Thence South 33°51' West for 136.2 feet; Thence South 68°16' East for 52.8 feet; Thence South 17°45' West for 214.2 feet; Thence South 6°50' East for 445 feet; Thence South 17°28' East for 183.8 feet; Thence South 0°13' East for 302.0 feet, more or less, to South line of the Northeast quarter of the Northwest quarter of said Section 34; Thence North 89°00' West along sixteenth line for 487 feet to the Southwest corner of said Northeast quarter of the Northwest quarter of said Section 34; Thence North 0°13' West along sixteenth line for 1040 feet; Thence South 89°00' East for 331 feet; Thence North 0°15' West for 256.4 feet, to the North line of said Section 34; Thence South 89°21' East along section line for 113 feet to the Point of Beginning.

**EXCEPT** the following-described portion of tax parcel 300534-002-006-00:

That portion of the Northeast quarter of the Northwest quarter of Section 34, Township 30 North, Range 5 East, W.M., in Snohomish County, Washington, described as follows:

Commencing at the North quarter corner of said Section 34; Thence along the North line of said section, North 89°21'00" West 764.34 feet to the Westerly line of Boundary Line Adjustment No. 01-002, recorded under Recording No. 200205315006, records of said Snohomish County; Thence along said Westerly line through the following courses:

South 34°09'00" West 63.11 feet; Thence North 57°30'00" West 20.90 feet; Thence South 33°51'00" West 136.20 feet; Thence South 68°16'00 East 52.80 feet; Thence South 17°45'00" West 214.20 feet; Thence South 06°50'00" East 414.73 feet to the **True Point of Beginning**;

Thence continuing along said Westerly line through the following courses:

South 06°50'00" East 30.27 feet; Thence South 17°28'00" East 183.80 feet; Thence South 00°13'00" East 300.64 feet to the South line of said subdivision; Thence leaving said Westerly line, along said South line, North 89°02'32" West 492.54 feet to the Southwest corner of said subdivision; Thence along the West line of said subdivision, North 00°37'37" West 1040.00 feet; Thence South 89°00'00" East 243.39 feet; Thence South 27°10'51" East 82.08 feet; Thence South 23°04'49" East 75.74 feet; Thence South 21°52'42" East 141.26 feet; Thence South 19°48'06" East 113.05 feet; Thence South 15°04'00" East 163.38 feet to the **True Point of Beginning**.

## ATTACHMENT B LEAD DISCLOSURE STATEMENT

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

**Lead Warning Statement**

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

**Lessor's Disclosure**

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

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

\_\_\_\_\_

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

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

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

\_\_\_\_\_

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

**Lessee's Acknowledgment (initial)**

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

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

**Agent's Acknowledgment (initial)**

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

**Certification of Accuracy**

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

Lessor	Date	Lessor	Date
Lessee	Date	Lessee	Date
Agent	Date	Agent	Date

**THE RENTALL UNIT WAS BUILT BEFORE 1978.  
PROVIDE TENANT WITH  
*Protect Your Family From Lead in Your Home***

**[http://www.pueblo.gsa.gov/cic\\_text/housing/finlead/finlead.pdf](http://www.pueblo.gsa.gov/cic_text/housing/finlead/finlead.pdf)**

**FOR EVERY RESIDENTIAL LEASE OR RENTAL AGREEMENT  
LANDLORD MUST PROVIDE TENANT WITH  
INFORMATION ON THE HAZARDS OF MOLD  
APPROVED BY THE WA STATE DEPT OF HEALTH**

**A brief Guide to Mold, Moisture, and Your Home (published by EPA)  
<http://www.epa.gov/mold/pdfs/moldguide.pdf>**

## Landlord Tenant Checklist

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

### Living/Dining Room

Item	Condition Moving In	Condition Moving Out
Paint/Walls		
Ceiling		
Carpet/Floors		
Windows		
Curtains		
Light Fixtures		
Outlets		
Fireplace		
Furniture		

### Kitchen

Item	Condition Moving In	Condition Moving Out
Refrigerator		
Oven		
Burners		
Cabinets		
Paint/Walls		
Ceiling		
Floors		
Light Fixtures		
Outlets		
Sink/drain		
Garbage Disposal		
Dishwasher		
Counter Surfaces		
Fan		
Windows		
Furniture		

### Bedroom1

Item	Condition Moving In	Condition Moving Out
Paint/Walls		
Ceiling		
Carpet/Floors		
Closet		
Windows		
Curtains		
Light Fixtures		
Outlets		
Furniture		

### Bedroom2

Item	Condition Moving In	Condition Moving Out
Paint/Walls		
Ceiling		
Carpet/Floors		
Closet		
Windows		
Curtains		
Light Fixtures		
Outlets		
Furniture		

### Bathroom

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

Fan		
Windows		
Bath/Shower		
Other		

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

MOVE IN:

LANDLORD1, Landlord

By \_\_\_\_\_  
 \_\_\_\_\_ (print name)  
 \_\_\_\_\_ (title)

DATE: \_\_\_\_\_

MOVE IN:

\_\_\_\_\_  
 TENANT1, Tenant

\_\_\_\_\_  
 TENANT2, Tenant

DATE: \_\_\_\_\_

MOVE OUT:

LANDLORD1, Landlord

By \_\_\_\_\_  
 \_\_\_\_\_ (print name)  
 \_\_\_\_\_ (title)

DATE: \_\_\_\_\_

MOVE OUT:

\_\_\_\_\_  
 TENANT1, Tenant

\_\_\_\_\_  
 TENANT2, Tenant

DATE: \_\_\_\_\_



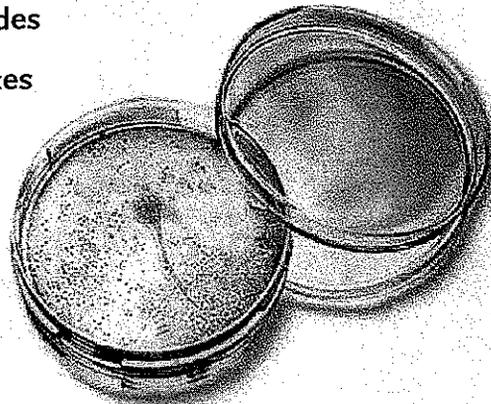
A BRIEF GUIDE TO  
MOLD  
AND MOISTURE  
IN  
AND AROUND  
YOUR HOME

This Guide provides  
information and guidance  
for homeowners and  
renters on how to clean  
up residential mold  
problems and how to  
prevent mold growth.

Environmental Protection Agency  
Office of Air and Radiation  
Indoor Environment Division  
Washington, DC 20460  
www.epa.gov

# A BRIEF GUIDE TO MOLD, MOISTURE, AND YOUR HOME

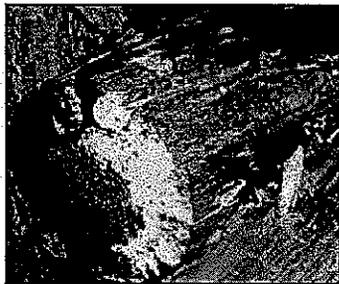
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# MOLD BASICS

- The key to mold control is moisture control.
- If mold is a problem in your home, you should clean up the mold promptly *and* fix the water problem.
- It is important to dry water-damaged areas and items within 24-48 hours to prevent mold growth.

**W**hy is mold growing in my home? Molds are part of the natural environment. Outdoors, molds play a part in nature by breaking down dead organic matter such as fallen leaves and dead trees, but indoors, mold growth should be avoided. Molds reproduce by means of tiny spores; the spores are invisible to the naked eye and float through outdoor and indoor air. Mold may begin growing indoors when mold spores land on surfaces that are wet. There are many types of mold, and none of them will grow without water or moisture.



*Mold growing outdoors on firewood. Molds come in many colors; both white and black molds are shown here.*

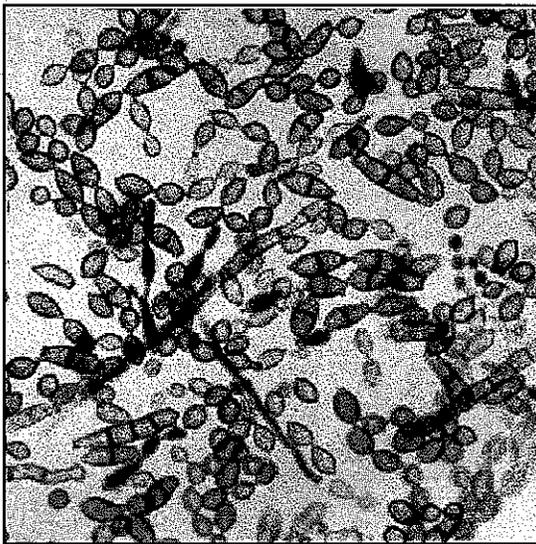
**Can mold cause health problems?** Molds are usually not a problem indoors, unless mold spores land on a wet or damp spot and begin growing. Molds have the potential to cause health problems. Molds produce allergens (substances that can cause allergic reactions), irritants, and in some cases, potentially toxic substances (mycotoxins).

Inhaling or touching mold or mold spores may cause allergic reactions in sensitive individuals. Allergic responses include hay fever-type symptoms, such as sneezing, runny nose, red eyes, and skin rash (dermatitis). Allergic reactions to mold are common. They can be immediate or delayed. Molds can also cause asthma attacks in people with asthma who are allergic to mold. In addition, mold exposure can irritate the eyes, skin, nose, throat, and lungs of both mold-

allergic and non-allergic people. Symptoms other than the allergic and irritant types are not commonly reported as a result of inhaling mold.

Research on mold and health effects is ongoing. This brochure provides a brief overview; it does not describe all potential health effects related to mold exposure. For more detailed information consult a health professional. You may also wish to consult your state or local health department.

**How do I get rid of mold?** It is impossible to get rid of all mold and mold spores indoors; some mold spores will be found floating through the air and in house dust. The mold spores will not grow if moisture is not present. Indoor mold growth can and should be prevented or controlled by controlling moisture indoors. If there is mold growth in your home, you must clean up the mold **and** fix the water problem. If you clean up the mold, but don't fix the water problem, then, most likely, the mold problem will come back.



*Magnified mold spores.*

**Molds can gradually destroy the things they grow on. You can prevent damage to your home and furnishings, save money, and avoid potential health problems by controlling moisture and eliminating mold growth.**

# MOLD CLEANUP



*Leaky window – mold is beginning to rot the wooden frame and windowsill.*

If you already have a mold problem –  
**ACT QUICKLY.**  
Mold damages what it grows on. The longer it grows, the more damage it can cause.

**Who should do the cleanup?** Who should do the cleanup depends on a number of factors. One consideration is the size of the mold problem. If the moldy area is less than about 10 square feet (less than roughly a 3 ft. by 3 ft. patch), in most cases, you can handle the job yourself, following the guidelines below. However:

- If there has been a lot of water damage, and/or mold growth covers more than 10 square feet, consult the U.S. Environmental Protection Agency (EPA) guide: *Mold Remediation in Schools and Commercial Buildings*. Although focused on schools and commercial

buildings, this document is applicable to other building types. It is available free by calling the EPA Indoor Air Quality Information Clearinghouse at (800) 438-4318, or on the Internet at: [www.epa.gov/mold](http://www.epa.gov/mold).

- If you choose to hire a contractor (or other professional service provider) to do the cleanup, make sure the contractor has experience cleaning up mold. Check references and ask the contractor to follow the recommendations in EPA's *Mold Remediation in Schools and Commercial Buildings*, the guidelines of the American Conference of Governmental Industrial Hygienists (ACGIH), or other guidelines from professional or government organizations.
- If you suspect that the heating/ventilation/air conditioning (HVAC) system may be contaminated with mold (it is part of an identified moisture problem, for instance, or there is mold near the intake to the system), consult EPA's guide *Should You Have the Air Ducts in Your Home Cleaned?* before taking further action. Do not run the HVAC system if you know or suspect that it is contaminated with mold - it could spread mold throughout the building. Visit [www.epa.gov/iaq/pubs/airduct.html](http://www.epa.gov/iaq/pubs/airduct.html), or call (800) 438-4318 for a free copy.
- If the water and/or mold damage was caused by sewage or other contaminated water, then call in a professional who has experience cleaning and fixing buildings damaged by contaminated water.
- If you have health concerns, consult a health professional before starting cleanup.

# MOLD **CLEANUP** GUIDELINES

## BATHROOM TIP

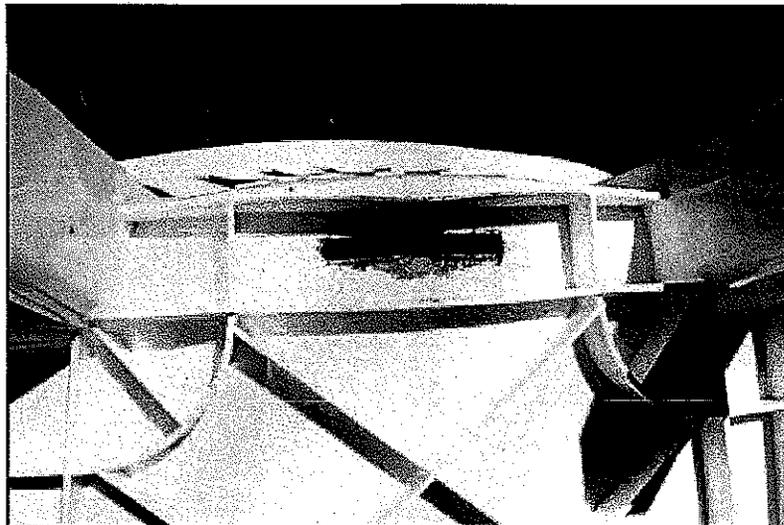
Places that are often or always damp can be hard to maintain completely free of mold. If there's some mold in the shower or elsewhere in the bathroom that seems to reappear, increasing the ventilation (running a fan or opening a window) and cleaning more frequently will usually prevent mold from recurring, or at least keep the mold to a minimum.



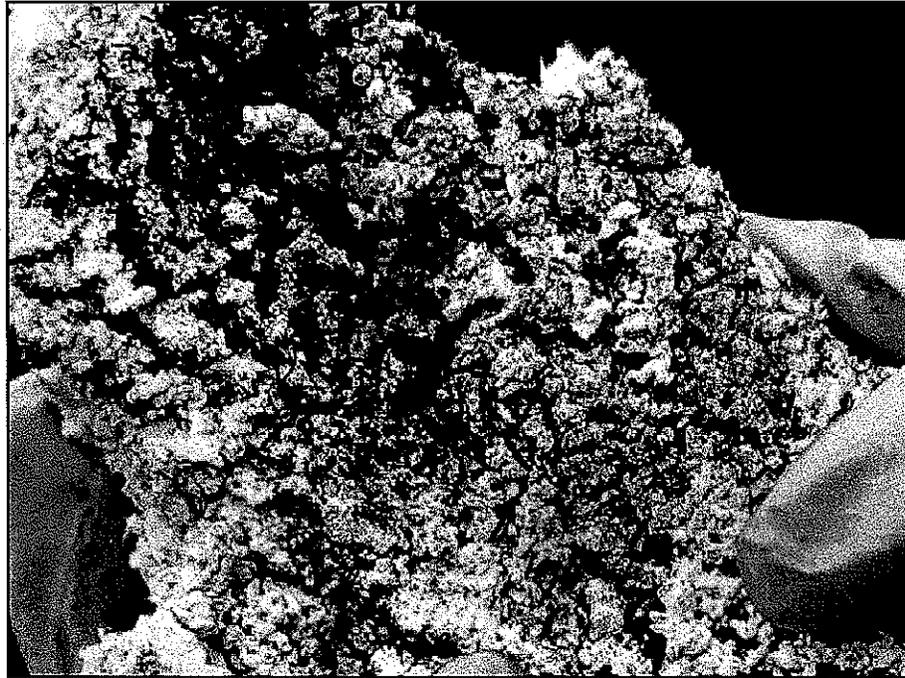
**Tips and techniques** The tips and techniques presented in this section will help you clean up your mold problem. Professional cleaners or remediators may use methods not covered in this publication. Please note that mold may cause staining and cosmetic damage. It may not be possible to clean an item so that its original appearance is restored.

- Fix plumbing leaks and other water problems as soon as possible. Dry all items completely.
- Scrub mold off hard surfaces with detergent and water, and dry completely.

*Mold growing on the underside of a plastic lawnchair in an area where rainwater drips through and deposits organic material.*



*Mold growing on a piece of ceiling tile.*

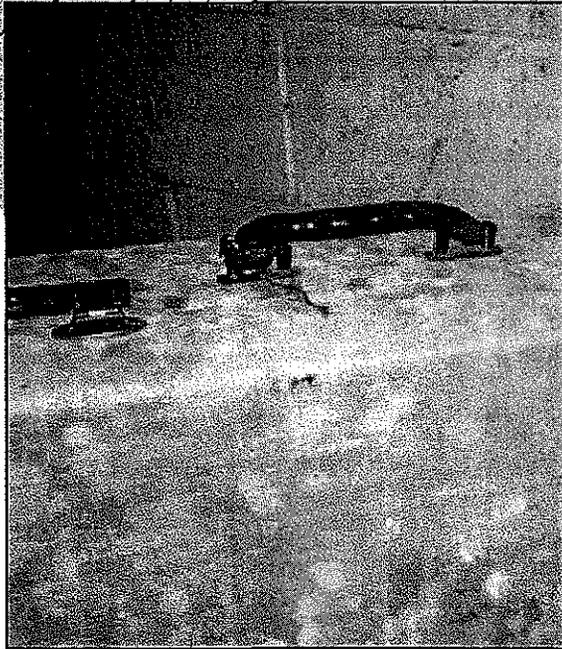


- Absorbent or porous materials, such as ceiling tiles and carpet, may have to be thrown away if they become moldy. Mold can grow on or fill in the empty spaces and crevices of porous materials, so the mold may be difficult or impossible to remove completely.
- Avoid exposing yourself or others to mold (see discussions: **What to Wear When Cleaning Moldy Areas** and **Hidden Mold**.)
- Do not paint or caulk moldy surfaces. Clean up the mold and dry the surfaces before painting. Paint applied over moldy surfaces is likely to peel.
- If you are unsure about how to clean an item, or if the item is expensive or of sentimental value, you may wish to consult a specialist. Specialists in furniture repair, restoration, painting, art restoration and conservation, carpet and rug cleaning, water damage, and fire or water restoration are commonly listed in phone books. Be sure to ask for and check references. Look for specialists who are affiliated with professional organizations.

WHAT TO WEAR WHEN

**CLEANING**

**MODDY AREAS**



*Mold growing on a suitcase stored in a humid basement.*

It is important  
to take  
precautions to  
**LIMIT  
YOUR  
EXPOSURE**  
to mold and  
mold spores.

- **Avoid breathing in mold or mold spores.** In order to limit your exposure to airborne mold, you may want to wear an N-95 respirator, available at many hardware stores and from companies that advertise on the Internet. (They cost about \$12 to \$25.) Some N-95 respirators resemble a paper dust mask with a nozzle on the front, others are made primarily of plastic or rubber and have removable cartridges that trap most of the mold spores from entering. In order to be effective, the respirator or mask must fit properly, so carefully follow the instructions supplied with the respirator. Please note that the Occupational Safety and Health Administration (OSHA) requires that respirators fit properly (fit testing) when used in an occupational setting; consult OSHA for more information (800-321-OSHA or [osha.gov/](http://osha.gov/)).

■ **Wear gloves.** Long gloves that extend to the middle of the forearm are recommended. When working with water and a mild detergent, ordinary household rubber gloves may be used. If you are using a disinfectant, a biocide such as chlorine bleach, or a strong cleaning solution, you should select gloves made from natural rubber, neoprene, nitrile, polyurethane, or PVC (see **Cleanup and Biocides**). Avoid touching mold or moldy items with your bare hands.

■ **Wear goggles.** Goggles that do not have ventilation holes are recommended. Avoid getting mold or mold spores in your eyes.



*Cleaning while wearing N-95 respirator, gloves, and goggles.*

**How do I know when the remediation or cleanup is finished?** You must have completely fixed the water or moisture problem before the cleanup or remediation can be considered finished.

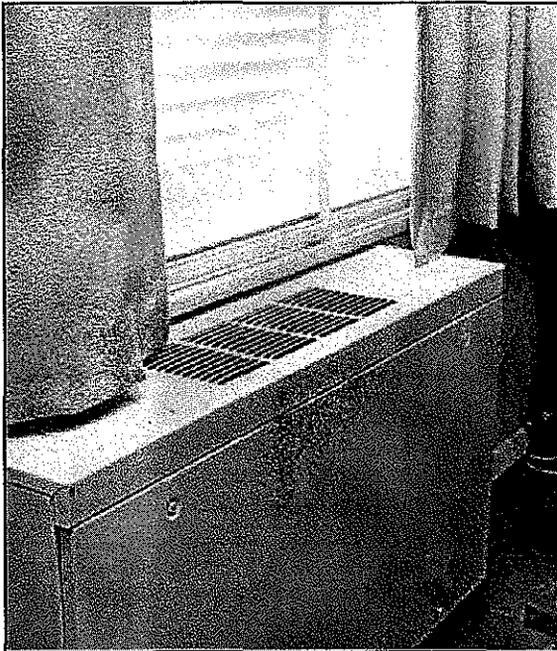
- You should have completed mold removal. Visible mold and moldy odors should not be present. Please note that mold may cause staining and cosmetic damage.
- You should have revisited the site(s) shortly after cleanup and it should show no signs of water damage or mold growth.
- People should have been able to occupy or re-occupy the area without health complaints or physical symptoms.
- Ultimately, this is a judgment call; there is no easy answer. If you have concerns or questions call the EPA Indoor Air Quality Information Clearinghouse at (800) 438-4318.

# MOISTURE AND MOLD PREVENTION AND CONTROL TIPS

## MOISTURE

Control is the Key to

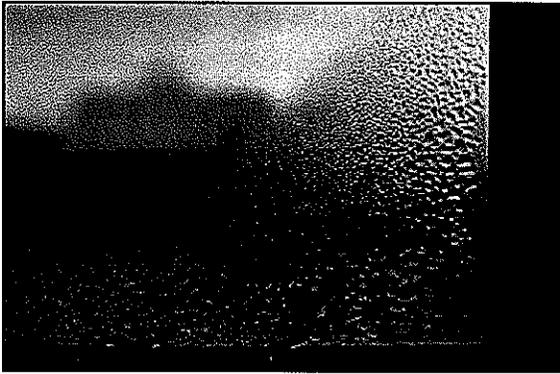
Mold Control



*Mold growing  
on the surface  
of a unit  
ventilator.*

- When water leaks or spills occur indoors - **ACT QUICKLY.** If wet or damp materials or areas are dried 24-48 hours after a leak or spill happens, in most cases mold will not grow.

- Clean and repair roof gutters regularly.
- Make sure the ground slopes away from the building foundation, so that water does not enter or collect around the foundation.
- Keep air conditioning drip pans clean and the drain lines unobstructed and flowing properly.



*Condensation on the inside of a windowpane.*

- Keep indoor humidity low. If possible, keep indoor humidity below 60 percent (ideally between 30 and 50 percent) relative humidity. Relative humidity can be measured with a moisture or humidity meter, a small, inexpensive (\$10-\$50) instrument available at many hardware stores.

- If you see condensation or moisture collecting on windows, walls or pipes - ACT QUICKLY to dry the wet surface and reduce the moisture/water source. Condensation can be a sign of high humidity.

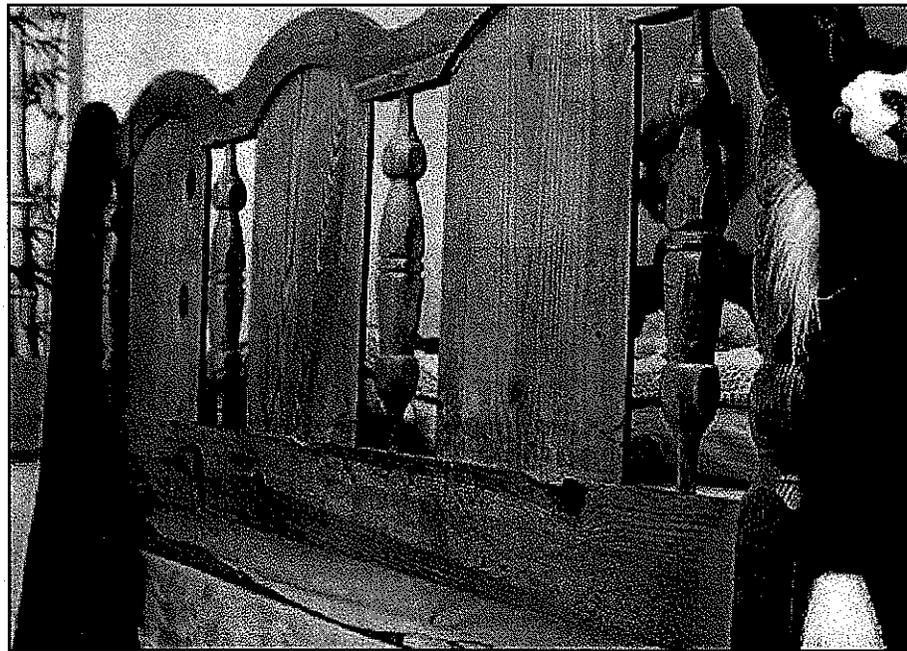
#### **Actions that will help to reduce humidity:**

- 💧 Vent appliances that produce moisture, such as clothes dryers, stoves, and kerosene heaters to the outside where possible. (Combustion appliances such as stoves and kerosene heaters produce water vapor and will increase the humidity unless vented to the outside.)
- 💧 Use air conditioners and/or de-humidifiers when needed.
- 💧 Run the bathroom fan or open the window when showering. Use exhaust fans or open windows whenever cooking, running the dishwasher or dishwashing, etc.

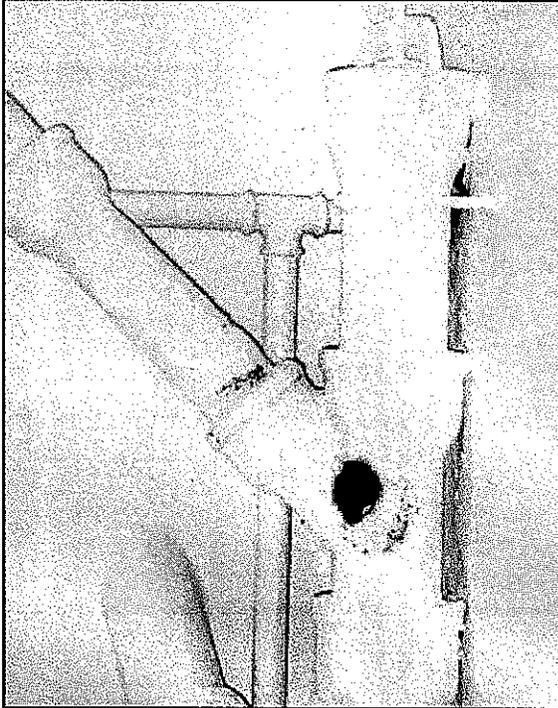
### Actions that will help prevent condensation:

- Reduce the humidity (see preceding page).
- Increase ventilation or air movement by opening doors and/or windows, when practical. Use fans as needed.
- Cover cold surfaces, such as cold water pipes, with insulation.
- Increase air temperature.

*Mold growing on a wooden headboard in a room with high humidity.*



**Renters:** Report all plumbing leaks and moisture problems immediately to your building owner, manager, or superintendent. In cases where persistent water problems are not addressed, you may want to contact local, state, or federal health or housing authorities.



*Rust is an indicator that condensation occurs on this drainpipe. The pipe should be insulated to prevent condensation.*

**Testing or sampling for mold** Is sampling for mold needed? **In most cases, if visible mold growth is present, sampling is unnecessary.** Since no EPA or other federal limits have been set for mold or mold spores, sampling cannot be used to check a building's compliance with federal mold standards. Surface sampling may be useful to determine if an

area has been adequately cleaned or remediated. Sampling for mold should be conducted by professionals who have specific experience in designing mold sampling protocols, sampling methods, and interpreting results. Sample analysis should follow analytical methods recommended by the American Industrial Hygiene Association (AIHA), the American Conference of Governmental Industrial Hygienists (ACGIH), or other professional organizations.

# HIDDEN MOLD



*Mold growing on the back side of wallpaper.*

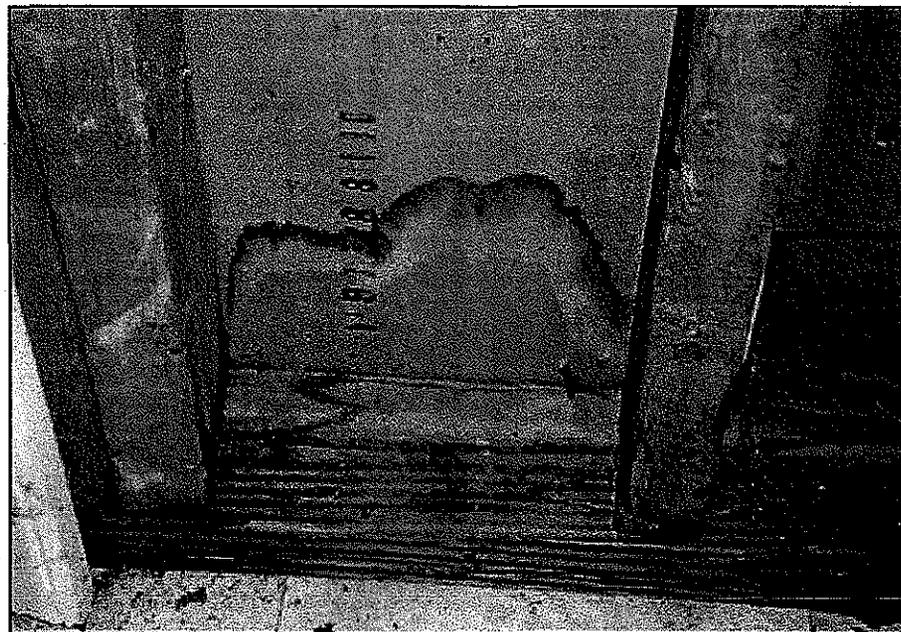
**Suspicion of hidden mold** You may suspect hidden mold if a building smells moldy, but you cannot see the source, or if you know there has been water damage and residents are reporting health problems. Mold may be hidden in places such as the back side of dry wall, wallpaper, or paneling, the top side of ceiling tiles, the underside of carpets and pads, etc. Other possible locations of hidden mold include areas inside walls around pipes (with leaking or condensing pipes), the surface of walls behind furniture (where condensation forms), inside ductwork, and in roof materials above ceiling tiles (due to roof leaks or insufficient insulation).

**Investigating hidden mold problems** Investigating hidden mold problems may be difficult and will require caution when the investigation involves disturbing potential sites of mold growth. For example, removal of wallpaper can lead to a massive release of spores if there is mold growing on the underside of the paper. If you believe that you may have a hidden mold problem, consider hiring an experienced professional.

**Cleanup and Biocides** Biocides are substances that can destroy living organisms. The use of a chemical or biocide that kills organisms such as mold (chlorine bleach, for example) is not recommended as a routine practice during mold cleanup. There may be instances, however, when professional judgment may indicate its use (for example, when immune-compromised individuals are present). In most cases, it is not possible or desirable to sterilize an area; a background level of mold spores will remain - these spores will not grow if the moisture problem has been resolved. If you choose to use disinfectants or biocides, always ventilate the area and exhaust the air to the outdoors. Never mix chlorine bleach solution with other cleaning solutions or detergents that contain ammonia because toxic fumes could be produced.

**Please note:** Dead mold may still cause allergic reactions in some people, so it is not enough to simply kill the mold, it must also be removed.

*Water stain on a basement wall — locate and fix the source of the water promptly.*



## ADDITIONAL **RESOURCES**

For more information on mold related issues including mold cleanup and moisture control/condensation/humidity issues, you can call the EPA Indoor Air Quality Information Clearinghouse at

**(800) 438-4318.**

Or visit:

**[www.epa.gov/mold](http://www.epa.gov/mold)**



*Mold growing on fallen leaves.*

*This document is available on the Environmental Protection Agency, Indoor Environments Division website at: [www.epa.gov/mold](http://www.epa.gov/mold)*

# NOTES

## Acknowledgements

EPA would like to thank Paul Ellringer, PE, CIH, for providing the photo on page 14.

Please note that this document presents recommendations. EPA does not regulate mold or mold spores in indoor air.

SEPA

# Simple Steps To Protect Your Family From Lead Hazards

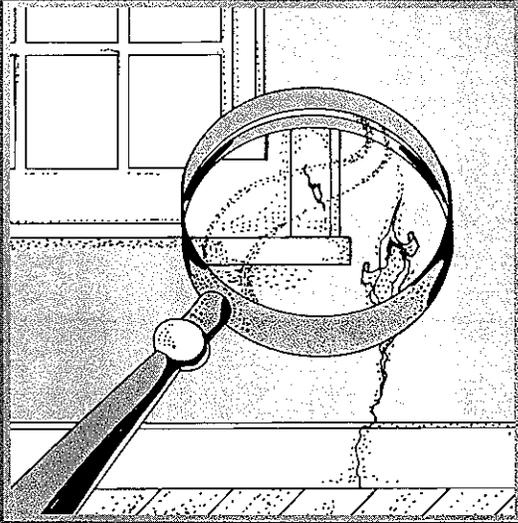
## If you think your home has high levels of lead:

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.

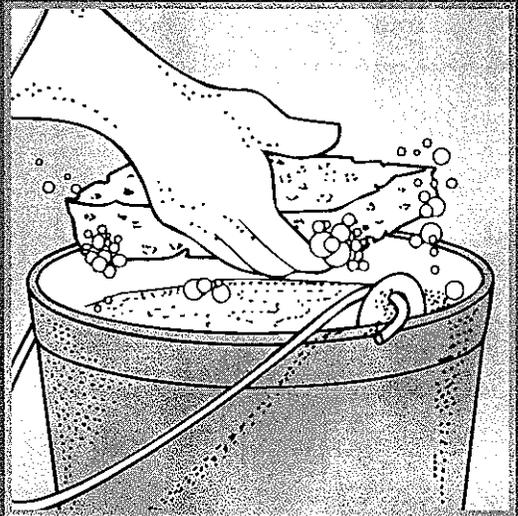
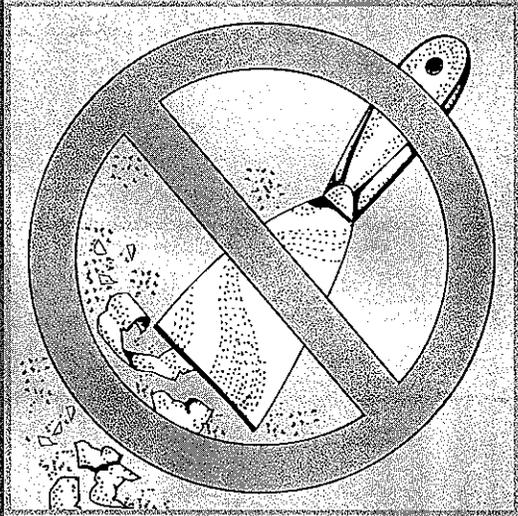


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(minimum 50% postconsumer) process chlorine free.



# Protect Your Family From Lead In Your Home



 **EPA** United States  
Environmental  
Protection Agency



United States  
Consumer Product  
Safety Commission



United States  
Department of Housing  
and Urban Development

## Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

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**M**any houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



**OWNERS, BUYERS, and RENTERS** are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

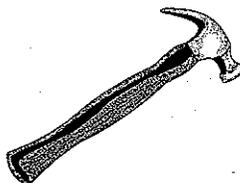
**F**ederal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



**LANDLORDS** have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



**SELLERS** have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.



**RENOVATORS** disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

# IMPORTANT!

## **Lead from Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly**

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

# Lead Gets in the Body in Many Ways

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**Childhood lead poisoning remains a major environmental health problem in the U.S.**

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**Even children who appear healthy can have dangerous levels of lead in their bodies.**

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## **People can get lead in their body if they:**

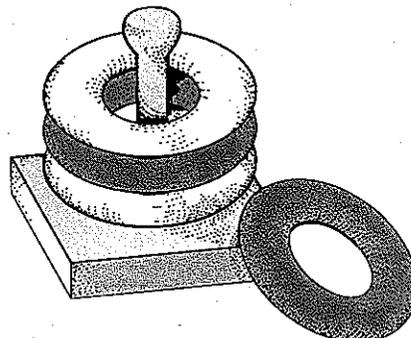
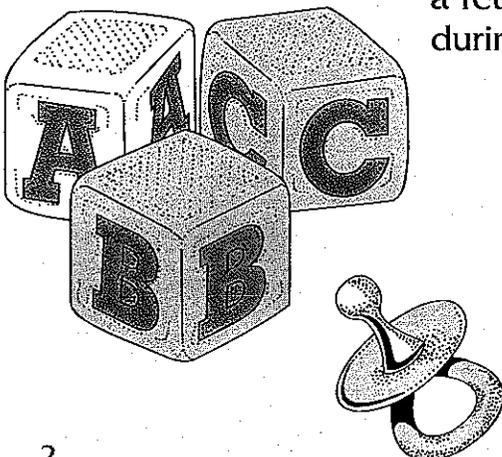
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

## **Lead is even more dangerous to children under the age of 6:**

- ◆ At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- ◆ Children's growing bodies absorb more lead.
- ◆ Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

## **Lead is also dangerous to women of childbearing age:**

- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



## Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

### In children, lead can cause:

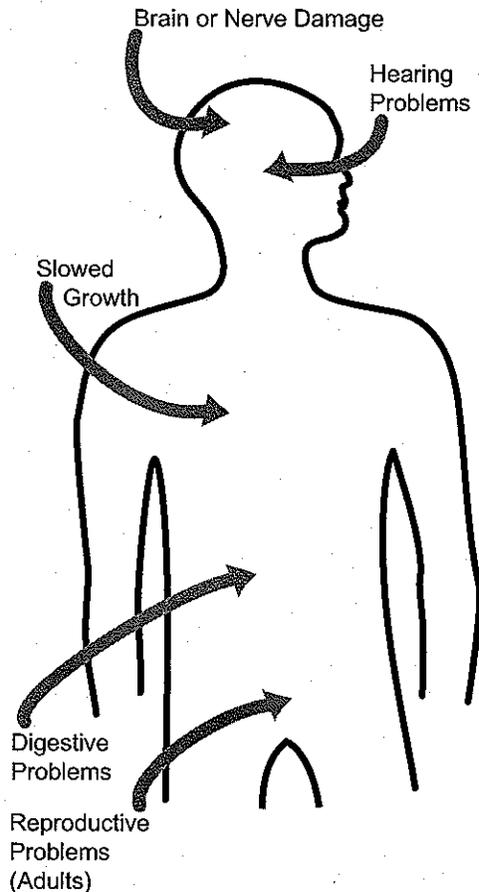
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

### In adults, lead can cause:

- ◆ Increased chance of illness during pregnancy.
- ◆ Harm to a fetus, including brain damage or death.
- ◆ Fertility problems (in men and women).
- ◆ High blood pressure.
- ◆ Digestive problems.
- ◆ Nerve disorders.
- ◆ Memory and concentration problems.
- ◆ Muscle and joint pain.



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**Lead affects  
the body in  
many ways.**

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## Where Lead-Based Paint Is Found

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**In general, the older your home, the more likely it has lead-based paint.**

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**Many homes built before 1978 have lead-based paint.** The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside and outside of the house.
- ◆ In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

## Checking Your Family for Lead

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**Get your children and home tested if you think your home has high levels of lead.**

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**To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have.** Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- ◆ Children at ages 1 and 2.
- ◆ Children or other family members who have been exposed to high levels of lead.
- ◆ Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

## Identifying Lead Hazards

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**Lead-based paint** is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

**Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged)** is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, banisters, and porches.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- ◆ 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors.
- ◆ 250  $\mu\text{g}/\text{ft}^2$  and higher for interior window sills.

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- ◆ 400 parts per million (ppm) and higher in play areas of bare soil.
- ◆ 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

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**Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.**

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## Checking Your Home for Lead

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**Just knowing that a home has lead-based paint may not tell you if there is a hazard.**

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You can get your home tested for lead in several different ways:

- ◆ A paint **inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ◆ A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- ◆ A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- ◆ Visual inspection of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint, dust, and soil samples.

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

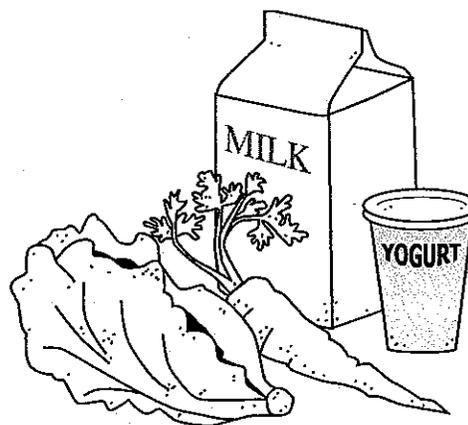
**Home test kits for lead are available, but may not always be accurate.** Consumers should not rely on these kits before doing renovations or to assure safety.

# What You Can Do Now To Protect Your Family

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**If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:**

- ◆ **If you rent, notify your landlord of peeling or chipping paint.**
- ◆ **Clean up paint chips immediately.**
- ◆ **Clean floors, window frames, window sills, and other surfaces weekly.** Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. **REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.**
- ◆ **Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.**
- ◆ **Wash children's hands often, especially before they eat and before nap time and bed time.**
- ◆ **Keep play areas clean.** Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ◆ **Keep children from chewing window sills or other painted surfaces.**
- ◆ **Clean or remove shoes before entering your home to avoid tracking in lead from soil.**
- ◆ **Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products.** Children with good diets absorb less lead.



## Reducing Lead Hazards In The Home

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**Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**

**Always use a professional who is trained to remove lead hazards safely.**



In addition to day-to-day cleaning and good nutrition:

- ◆ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called “interim controls”) are not permanent solutions and will need ongoing attention.
- ◆ To **permanently** remove lead hazards, you should hire a certified lead “abatement” contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- ◆ 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors;
- ◆ 250  $\mu\text{g}/\text{ft}^2$  for interior windows sills; and
- ◆ 400  $\mu\text{g}/\text{ft}^2$  for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

# Remodeling or Renovating a Home With Lead-Based Paint

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Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ◆ **Have the area tested for lead-based paint.**
- ◆ **Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ◆ **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

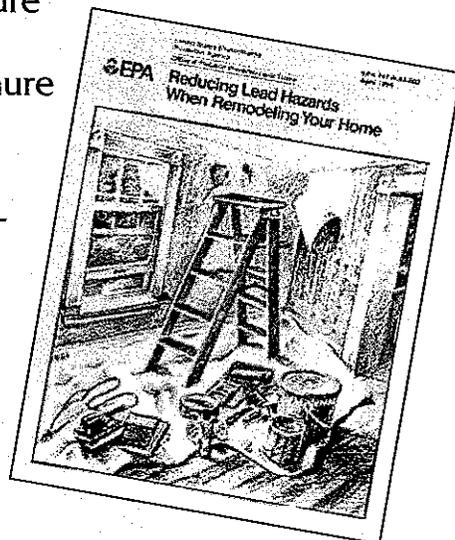
If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



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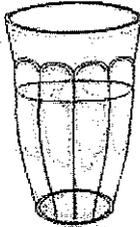
**If not conducted properly, certain types of renovations can release lead from paint and dust into the air.**

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## Other Sources of Lead

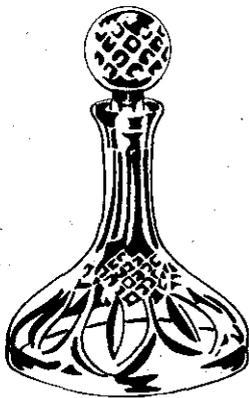
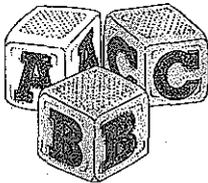
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**While paint, dust, and soil are the most common sources of lead, other lead sources also exist.**

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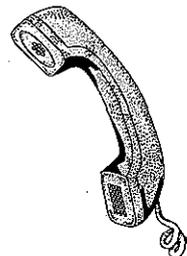
- ◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
  - Use only cold water for drinking and cooking.
  - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- ◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- ◆ **Old painted toys and furniture.**
- ◆ **Food and liquids stored in lead crystal or lead-glazed pottery or porcelain.**
- ◆ **Lead smelters** or other industries that release lead into the air.
- ◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- ◆ **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

## For More Information

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### The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit **[www.epa.gov/lead](http://www.epa.gov/lead)** and **[www.hud.gov/offices/lead/](http://www.hud.gov/offices/lead/)**.

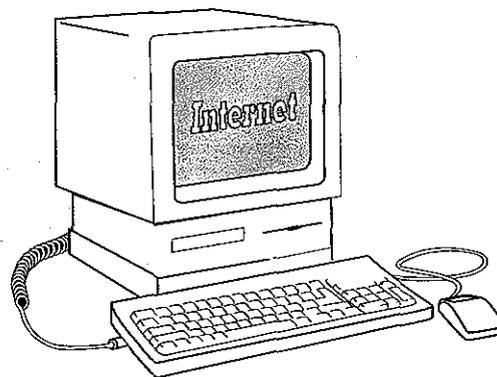


### EPA's Safe Drinking Water Hotline

Call **1-800-426-4791** for information about lead in drinking water.

### Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's Web site at: **[www.cpsc.gov](http://www.cpsc.gov)**.



### Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at **[www.epa.gov/lead](http://www.epa.gov/lead)** or contact the National Lead Information Center at **1-800-424-LEAD**.

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

# EPA Regional Offices

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Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

## EPA Regional Offices

**Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact  
U.S. EPA Region 1  
Suite 1100 (CPT)  
One Congress Street  
Boston, MA 02114-2023  
1 (888) 372-7341

**Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 209, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 321-6671

**Region 3** (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact  
U.S. EPA Region 3 (3WC33)  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-5000

**Region 4** (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact  
U.S. EPA Region 4  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

**Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact  
U.S. EPA Region 5 (DT-8J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 886-6003

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-7577

**Region 7** (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact  
U.S. EPA Region 7  
(ARTD-RALI)  
901 N. 5th Street  
Kansas City, KS 66101  
(913) 551-7020

**Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact  
U.S. EPA Region 8  
999 18th Street, Suite 500  
Denver, CO 80202-2466  
(303) 312-6021

**Region 9** (Arizona, California, Hawaii, Nevada)

Regional Lead Contact  
U.S. Region 9  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4164

**Region 10** (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact  
U.S. EPA Region 10  
Toxics Section WCM-128  
1200 Sixth Avenue  
Seattle, WA 98101-1128  
(206) 553-1985

## **CPSC Regional Offices**

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Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

### **Eastern Regional Center**

Consumer Product Safety Commission  
201 Varick Street, Room 903  
New York, NY 10014  
(212) 620-4120

### **Western Regional Center**

Consumer Product Safety Commission  
1301 Clay Street, Suite 610-N  
Oakland, CA 94612  
(510) 637-4050

### **Central Regional Center**

Consumer Product Safety Commission  
230 South Dearborn Street, Room 2944  
Chicago, IL 60604  
(312) 353-8260

## **HUD Lead Office**

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Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

### **U.S. Department of Housing and Urban Development**

Office of Healthy Homes and Lead Hazard Control  
451 Seventh Street, SW, P-3206  
Washington, DC 20410  
(202) 755-1785

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U.S. EPA Washington DC 20460  
U.S. CPSC Washington DC 20207  
U.S. HUD Washington DC 20410

EPA747-K-99-001  
June 2003

DRAFT  
- CITY OF MARYSVILLE  
Marysville, Washington

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

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

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

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

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

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

WHEREAS, the Marysville City Council, during the 2011 Budget processes and adoption, finds that the recommended 2% increase of water, sewer, and surface water rates, per MMC 14.07.075 Section 1, are fair, just and reasonable.

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

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

**14.07.060      Water rates.**

ORDINANCE - 1

increase.ord 2010 water-sewer storm

(1) Definitions.

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

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

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

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

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

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

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

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

(2) Minimum Water Rates. Minimum charges for each billing period, and consumption allowances for such minimums are established as follows:

Meter Size	AWWA Meter Factor	City Rate	Rural Rate	Outside UGA Rate
<b>Tier = factor *base rate</b>				
Multiple Residential Units (Per Unit)	N/A	\$ 20.12	\$ 30.19	\$ 40.25
5/8"	1.0	\$ 20.12	\$ 30.19	\$ 40.25
3/4"	1.5	\$ 30.19	\$ 45.28	\$ 60.37
1"	2.5	\$ 50.32	\$ 75.47	\$ 100.62
1-1/2"	5.0	\$ 100.62	\$ 150.94	\$ 201.25
2"	8.0	\$ 161.00	\$ 241.50	\$ 321.99
3"	16.0	\$ 321.99	\$ 482.99	\$ 643.99
4"	25.0	\$ 503.12	\$ 754.68	\$ 1,006.23
6"	50.0	\$ 1,006.23	\$ 1,509.35	\$ 2,012.46
8"	80.0	\$ 1,609.97	\$ 2,414.95	\$ 3,219.94
10"	115.0	\$ 2,314.33	\$ 3,471.50	\$ 4,628.66
12"	200.0	\$ 4,024.92	\$ 6,037.38	\$ 8,049.84

Residential & Mult-Family	City Rate	Rural Rate	Outside UGA Rate
Volume Tiers (1,000 gal)			
0 to 6	\$ 1.08	\$ 1.62	\$ 2.16
7 to 20	\$ 3.78	\$ 5.68	\$ 7.58
21 to 30	\$ 4.32	\$ 6.49	\$ 8.66
31 and higher	\$ 4.87	\$ 7.30	\$ 9.74

Commercial	City Rate	Rural Rate	Outside UGA Rate
Volume Tiers (1,000 gal)			
0 to 6	\$ 1.08	\$ 1.62	\$ 2.16
7 and higher	\$ 2.70	\$ 4.06	\$ 5.41

(3) Calculation of Water Bill for Multiple Residential Units. In calculating the water bill for multiple residential units, the total number of dwelling units served by a water connection shall be divided into the water consumption for each billing period, expressed in gallons, to determine the average consumption per dwelling unit. The water rates shall be based upon the average consumption per unit during the billing period multiplied by the total number of units.

(4) Calculation of Water Bill for Mobile Home Parks. The total water bill for mobile home

## ORDINANCE - 3

increase.ord 2010 water-sewer storm

parks shall be calculated by applying the rate schedule to the total number of pads or mobile home sites on the premises which are in a condition ready for occupancy, regardless of whether the same are occupied during the billing period or not; provided, that for the first 24 months after a mobile home park, or a new addition thereto, is opened and connected to city utilities, its water bill shall be calculated by applying the rates only to such pads or mobile home sites as are actually occupied by mobile homes during each billing period; provided, however, for mobile home parks whose utility meter with the city was first activated less than three years preceding June 9, 1997, the effective date of Ordinance 2130, and for which billing on all pads or mobile home sites has occurred for less than two years preceding June 9, 1997, such mobile home parks shall be granted an additional 12 months from June 9, 1997, to pay only for such pads or mobile home sites which are actually occupied during each billing period; provided, further, that all fees, charges and rates paid by such mobile home parks to the city under prior provisions of this subsection and MMC 14.07.070(4) as such subsections originally read or as subsequently amended, shall be nonrefundable notwithstanding the provisions of this subsection.

(5) Private Fire Protection Rates. Private fire protection rates for properties inside or outside of the corporate limits of the city shall be as follows:

- (a) Private hydrants, each: \$38.84 per year;
- (b) Wet standpipe systems: \$38.84 per year;
- (c) Dry standpipe systems: None;
- (d) Automatic sprinkler systems:

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

<b>Size of Line</b>	<b>Bimonthly Charge</b>
2-inch	\$42.24
3-inch	\$52.00
4-inch	\$63.88
6-inch	\$80.12
8-inch	\$105.06
10-inch	\$132.11
12-inch	\$152.60

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

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

- (a) If a private water line, valve, fixture, or other appurtenance is verified to be leaking as a result of accidental damage or natural deterioration of the same, and not as a result of abuse or willful neglect, the water bill for the subject property during the period of the leak

**ORDINANCE - 4**

increase.ord 2010 water-sewer storm

may be reasonably and equitably reduced; provided, that a customer shall be required to pay the base rate plus at least 50 percent of the applicable overage rate for all water which was lost by reason of the leak. The sewer bill for the subject property during the period of the leak may also be reasonably and equitably reduced to an amount not less than the bill charged for the corresponding period the previous year.

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

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

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

#### **14.07.070 Sewer rates.**

##### (1) Definitions.

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

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

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

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

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

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

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

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

(2) Calculation of Commercial/Industrial Sewer Rates. Commercial/industrial sewer rates shall be based upon the quantity of water consumed or used on the premises during the billing

ORDINANCE - 5

increase.ord 2010 water-sewer storm

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

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

(3) Sewer Rates. Sewer rates are established as follows:

<b>Classification</b>	<b>City Rate</b>	<b>Rural Rate</b>	<b>Outside UGA Rate</b>
Single-family residential	\$ 75.02	\$ 112.54	\$ 150.05
Multiple residential units per unit	\$ 71.34	\$ 107.01	\$ 142.68
Hotels/Motels per unit	\$ 52.55	\$ 78.83	\$ 105.10
Commercial Minimum	\$ 75.02	\$ 112.54	\$ 150.05
Commercial Base	\$ 39.33	\$ 58.99	\$ 78.65
Class 1 (31 to 100 mg/l) per 1,000 gallons	\$ 1.57	\$ 2.36	\$ 3.14
Class 2 (101 to 200 mg/l) per 1,000 gallons	\$ 2.16	\$ 3.24	\$ 4.32
Class 3 (201 to 300 mg/l) per 1,000 gallons	\$ 2.76	\$ 4.15	\$ 5.54
Class 4 (301 to 400 mg/l) per 1,000 gallons	\$ 3.36	\$ 5.04	\$ 6.72
Class 5 (401 to 500 mg/l) per 1,000 gallons	\$ 3.96	\$ 5.93	\$ 7.91
Class 6 (501 to 600 mg/l) per 1,000 gallons	\$ 5.74	\$ 8.62	\$ 11.49
Overnight camping			
Individual connections per unit	\$ 52.55	\$ 78.83	\$ 105.10
Other connections each	\$ 71.34	\$ 107.01	\$ 142.68
Schools			
Minimum	\$ 75.02		
Per 1,000 Gallons	\$ 4.26		
Restaurants w/o grease trap surcharge	\$ 3.60		

**ORDINANCE - 6**

increase.ord 2010 water-sewer storm

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

(5) Restaurants, for the purpose of sewer rates, shall be classified as Class 3 strength as described in subsection (3) of this section. Restaurants without approved grease traps, including those restaurants where a variance has been granted eliminating the necessity of a grease trap, shall be surcharged \$3.60 per 1,000 gallons.

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

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

(8)Rate relief.

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

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

ORDINANCE - 7

increase.ord 2010 water-sewer storm

**14.19.050 Surface water utility rates.**

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

Customer Class	Rate Calculation	2011 Monthly Rate
	(1 ERU = 3,200 sq ft)	
Residential	1 ERU	\$10.20
Nonresidential	(sq ft of impervious surface (1	\$10.20
Connection Charge	1 ERU	\$95.00

Section 3. Effective Date. This Ordinance and the rate schedules provided herein shall be effective January 1, 2011.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_ day of November, 2010.

CITY OF MARYSVILLE

By \_\_\_\_\_  
JOHN NEHRING; Mayor

ORDINANCE - 8

increase.ord 2010 water-sewer storm

ATTEST:

By \_\_\_\_\_  
Deputy City Clerk

Approved as to form:

By \_\_\_\_\_  
GRANT K. WEED, City Attorney

Date of Publication: \_\_\_\_\_

ORDINANCE - 9

increase.ord 2010 water-sewer storm

CITY OF MARYSVILLE  
Marysville, Washington

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

An Ordinance of the City of Marysville levying EMS taxes upon all property real, personal and utility subject to taxation within the corporate limits of the City of Marysville, Washington for the year 2011.

WHEREAS, the City Council of the City of Marysville has met and considered its budget for the calendar year 2011; and

WHEREAS, the City of Marysville's actual levy amount from the previous year was \$2,218,633; and,

WHEREAS, the population of the City of Marysville is more than 10,000;

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

Section 1. After hearing and duly considering all relevant evidence and testimony presented, the City Council has determined that the City of Marysville requires an increase in property tax levy from the previous year, in addition to that resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, and amounts authorized by law as a result of any annexations that have occurred and refunds made, in order to discharge the expected expenses and obligations of the City.

Section 2: The dollar amount of the increase over the actual EMS property tax levy amount from the previous year shall be \$22,186 which is a percentage increase of one percent (1%) from the previous year. This increase is exclusive of additional

revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in the value of state assessed property, any annexations that have occurred and refunds made.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

CITY OF MARYSVILLE

By \_\_\_\_\_  
MAYOR

ATTEST:

By \_\_\_\_\_  
CITY CLERK

Approved as to form:

By \_\_\_\_\_  
CITY ATTORNEY

CITY OF MARYSVILLE  
Marysville, Washington

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

An Ordinance of the City of Marysville levying regular taxes upon all property real, personal and utility subject to taxation within the corporate limits of the City of Marysville, Washington for the year 2011 and levying taxes in addition to the regular property tax for payment of debt service on the City's unlimited General Obligation Bonds, 1986 and refunded in 1996.

WHEREAS, the City Council of the City of Marysville has met and considered its budget for the calendar year 2011; and

WHEREAS, the City of Marysville's actual levy amount from the previous year was \$8,984,650; and,

WHEREAS, the population of the City of Marysville is more than 10,000;

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

Section 1. After hearing and duly considering all relevant evidence and testimony presented, the City Council has determined that the City of Marysville requires an increase in property tax levy from the previous year, in addition to that resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, and amounts authorized by law as a result of any annexations that have occurred and refunds made, in order to discharge the expected expenses and obligations of the City.

Section 2: The dollar amount of the increase over the actual Regular property tax levy amount from the previous year shall be \$0.00 which is a percentage increase of zero percent (0%) from the previous year. This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in the value of state assessed property, any annexations that have occurred and refunds made.

Section 3: For the year 2011, the amount of taxes to be levied, in addition to regular property tax, for payment of debt service on the City's Unlimited Tax General Obligation bonds, 1986, which were refunded in 1996, is \$226,072.50.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

CITY OF MARYSVILLE

By \_\_\_\_\_  
MAYOR

ATTEST:

By \_\_\_\_\_  
CITY CLERK

Approved as to form:

By \_\_\_\_\_  
CITY ATTORNEY

CITY OF MARYSVILLE  
Marysville, Washington

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

An Ordinance of the City of Marysville levying regular taxes upon all property real, personal and utility subject to taxation within the corporate limits of the City of Marysville, Washington for the year 2011 and levying taxes in addition to the regular property tax for payment of debt service on the City's unlimited General Obligation Bonds, 1986 and refunded in 1996.

WHEREAS, the City Council of the City of Marysville has met and considered its budget for the calendar year 2011; and

WHEREAS, the City of Marysville's actual levy amount from the previous year was \$8,984,650; and,

WHEREAS, the population of the City of Marysville is more than 10,000;

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

Section 1. After hearing and duly considering all relevant evidence and testimony presented, the City Council has determined that the City of Marysville requires an increase in property tax levy from the previous year, in addition to that resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, and amounts authorized by law as a result of any annexations that have occurred and refunds made, in order to discharge the expected expenses and obligations of the City.

Section 2: The dollar amount of the increase over the actual Regular property tax levy amount from the previous year shall be \$89,846.50 which is a percentage increase of one percent (1%) from the previous year. This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in the value of state assessed property, any annexations that have occurred and refunds made.

Section 3: For the year 2011, the amount of taxes to be levied, in addition to regular property tax, for payment of debt service on the City's Unlimited Tax General Obligation bonds, 1986, which were refunded in 1996, is \$226,072.50.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

CITY OF MARYSVILLE

By \_\_\_\_\_  
MAYOR

ATTEST:

By \_\_\_\_\_  
CITY CLERK

Approved as to form:

By \_\_\_\_\_  
CITY ATTORNEY

DRAFT  
CITY OF MARYSVILLE  
Marysville, Washington

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

An Ordinance of the City of Marysville adopting a budget for the City of Marysville, Washington, for the year 2011, setting forth in summary form the totals of estimated revenues and appropriations for each separate fund and the aggregate totals of all such funds combined, and including the Pay Classification Plan.

WHEREAS, As required by law the City has conducted public hearings on the preliminary budget for 2011 on November 8<sup>th</sup>, 2010 as required by law and said budget has been filed with the City Clerk, also as required by law, NOW, THEREFORE,

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

Section 1. In accordance with the provisions of RCW 35A.34.120, the budget of the City of Marysville, Washington, for the year 2011, in aggregate amount of \$119,835,495.00, which is attached hereto, is hereby adopted by reference, after the public hearing on November 8, 2010 and after the preliminary budget has been filed with the City Clerk as required by law.

Section 2. The totals of estimated revenues and appropriations for each separate Fund and the aggregate totals for all such Funds combined are set forth in summary form as follows:

Fund	Description	Est. Beginning Fund Balance & 2011 Revenue	Appropriations & Transfers	Ending Fund Balance
001	General Fund	36,932,222	34,625,174	2,307,048
005	General Cum. Reserve	-	-	-
101	City Street	2,998,756	2,859,691	139,065
102	Arterial Street	5,090	-	5,090
103	Drug Enforcement	55,202	31,255	23,947
104	Tribal Gaming Fund	213,661	186,520	27,141
105	Hotel/Motel Tax Fund	109,951	50,000	59,951
106	Baxter Center Apprec.	23,321	4,000	19,321
107	Paths & Trails	-	-	-
108	I/NET	147,759	87,000	60,759
110	GMA--REET I	430,424	419,646	10,778
111	GMA--REET II	426,887	410,000	16,887
202	ULTGO Bond Fd 87	299,888	296,773	3,115
203	Pub Works Trust Fd Loan	-	-	-
204	Library LTGO 93	358,163	354,850	3,313
206	LTGO 2003	1,389,084	1,371,037	18,047
305	Street Capital Imprvmnts	15,079,448	15,079,448	-
310	Parks Capital Imprvmnts	178,364	141,632	36,732

Fund	Description	Est. Beginning Fund Balance & 2011 Revenue	Appropriations & Transfers	Ending Fund Balance
401	Water/Sewer Operating	26,465,168	20,272,923	6,192,245
402	Utility Construction	10,491,073	10,030,000	461,073
408	Drought Relief Bond 1977	53,497	27,000	26,497
410	Garbage & Refuse	6,219,774	4,812,051	1,407,723
420	Golf Course Operating	1,479,690	1,479,690	-
450	Utility Debt Service Fund	14,266,319	13,220,795	1,045,524
501	Fleet Services	1,034,969	795,401	239,568
502	Facilities Maintenance	252,123	240,432	11,691
503	Computer Services	924,662	729,724	194,938
<b>TOTAL ALL FUNDS</b>		<b>119,835,495</b>	<b>107,525,042</b>	<b>12,310,453</b>

Section 3. In accordance with Ordinance No 2604 approved by City Council on November 28, 2005, it has been determined that the interests of the residents of the City of Marysville may best be served by the confirmation of the establishment of a two percent (2%) annual increase in water, sewer, and surface water rates and fees.

Section 4. The City Clerk is directed to keep on file a certified copy of the Budget hereby adopted by reference and to transmit a certified copy of said document to the Office of the Auditor of the State of Washington, Division of Municipal Corporations, and to the Association of Washington Cities.

Section 5. In accordance with MMC 2.50.030, the 2011 budget hereby reflect that City employees shall be paid in accordance with the established pay classification and grades or ranges attached hereto and contained in Appendix A of the budget document.

Section 6. This Ordinance shall take effect and be in force January 1, 2011

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of November, 2010.

CITY OF MARYSVILLE

By \_\_\_\_\_  
MAYOR

ATTEST

By \_\_\_\_\_  
CITY CLERK

Approved as to form:

By \_\_\_\_\_  
CITY ATTORNEY

# APPENDIX A

## Pay Classification with Grades/Ranges

### CITY OF MARYSVILLE DIRECTOR PAY GRID 2011

0% increase

Title	Monthly Pay Range	
Police Chief & Public Works Director	\$ 9,342	\$ 12,568
Finance Director & Community Development Director	\$ 8,851	\$ 12,104
Parks & Recreation Director	\$ 8,605	\$ 11,637

### CITY OF MARYSVILLE MANAGEMENT PAY GRID 2011

0% increase

TITLE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5
Business Office Supervisor	4,688	4,946	5,218	5,505	5,809	6,128
Business Office Manager (Police)	4,922	5,193	5,479	5,781	6,099	6,434
PW Administrative Services Manager	5,170	5,453	5,752	6,069	6,402	6,756
*	5,427	5,725	6,040	6,372	6,724	7,094
Program Engineer – Surfacewater Supervisor, Park Maint Manager, Prosecutor	5,698	6,012	6,342	6,692	7,060	7,447
Project Manager I, Parks & Recreation Services Manager	5,984	6,313	6,660	7,027	7,413	7,820
Building Official, Traffic Engineer	6,284	6,629	6,993	7,377	7,784	8,212
Assistant City Engineer, IS Manager, PW Operations Manager, Court Administrator, Financial Planning Manager, Planning Manager - Land Use, Water Quality Manager, Streets/Surface Water Manager	6,597	6,961	7,342	7,747	8,172	8,622
Engineering Services Manager - Land Development, Police Admin Division Mgr	6,927	7,308	7,710	8,133	8,582	9,052
PW Superintendent, Assistant HR Director	7,273	7,673	8,095	8,540	9,010	9,505
Police Lieutenant	7,636	8,056	8,500	8,968	9,460	9,981
Police Commander	8,018	8,459	8,925	9,416	9,932	10,480

\* Unassigned Classification

**CITY OF MARYSVILLE  
NON-REPRESENTED PAY GRID  
2011**

0% increase

TITLE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
*	3,325	3,491	3,666	3,850	4,042	4,244	4,457
Confidential Administrative Assistant	3,491	3,666	3,850	4,042	4,244	4,457	4,679
Computer Support Tech I	3,666	3,850	4,042	4,244	4,457	4,679	4,913
*	3,850	4,042	4,244	4,457	4,679	4,913	5,158
Deputy City Clerk	4,042	4,244	4,457	4,679	4,913	5,158	5,416
Engineering Project Aid, Probation Officer, Police/Legal Confidential Administrative Assistant	4,244	4,457	4,679	4,913	5,158	5,416	5,688
Engineering Tech, Associate Planner, Development Services Tech., Code Enforcement Officer, Bldg Inspector, Construction Inspector, HR Specialist II, Executive Assistant, Surface Water Specialist, Surface Water Inspector	4,457	4,679	4,913	5,158	5,416	5,688	5,971
Athletic Coordinator, Recreation Coordinator, Electrical Inspector	4,679	4,913	5,158	5,416	5,688	5,971	6,271
Community Information Officer, Financial Analyst, HR Analyst, Computer Network Administrator, GIS Analyst, Plan Exam/Senior Bldg Inspector, Crime Analyst, Information Systems Analyst	4,913	5,158	5,416	5,688	5,971	6,271	6,583
Assoc Engineer III/CD, GIS Administrator, Risk Management Officer, SCADA/Telemetry Administrator, Project Engineer	5,158	5,416	5,688	5,971	6,271	6,583	6,913
Senior Planner	5,416	5,688	5,971	6,271	6,583	6,913	7,258

\* Unassigned Classification

**CITY OF MARYSVILLE  
TEAMSTERS PAY GRID**

January 1, 2011

3% increase

Job Classification	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Receptionist	2,954	3,076	3,203	3,334	3,470	3,611	3,752
Accounting Asst/Maintenance Asst	3,125	3,253	3,386	3,525	3,672	3,821	3,969
Program Clerk	3,139	3,268	3,402	3,540	3,688	3,839	3,988
Procurement & Distribution Asst/Program Asst	3,352	3,488	3,635	3,783	3,938	4,098	4,259
Meter Reader	3,405	3,545	3,688	3,841	3,998	4,161	4,322
Program Specialist	3,567	3,714	3,867	4,025	4,191	4,361	4,529
Accounting Technician	3,592	3,742	3,894	4,054	4,223	4,395	4,563
Maintenance Worker I	3,576	3,724	3,877	4,036	4,203	4,374	4,542
Property/Evidence Specialist	3,718	3,870	4,029	4,193	4,364	4,545	4,721
Meter Reader/Repair	3,745	3,898	4,059	4,227	4,399	4,579	4,757
Administrative Secretary	3,724	3,878	4,036	4,202	4,373	4,554	4,730
Senior Accounting Technician	3,858	4,016	4,181	4,350	4,527	4,715	4,898
Program Lead	3,910	4,073	4,237	4,411	4,592	4,780	4,964
Water Quality Assistant	3,996	4,159	4,329	4,505	4,692	4,882	5,073
Solid Waste Collector	3,836	3,991	4,159	4,329	4,505	4,689	4,872
Traffic Control Systems Tech	4,328	4,506	4,691	4,882	5,082	5,291	5,497
Facilities/Maintenance Worker II	4,164	4,333	4,509	4,698	4,888	5,090	5,287
WWTP Maint Technician I	4,222	4,399	4,576	4,763	4,959	5,162	5,361
Wtr Qual Splst/Cross Connect Cntrl Splst	4,387	4,566	4,754	4,948	5,151	5,364	5,571
Lead Worker I	4,449	4,635	4,823	5,021	5,228	5,442	5,653
Equipment Mechanic	4,430	4,608	4,797	4,995	5,200	5,410	5,621
WWTP Operator	4,613	4,802	4,999	5,204	5,418	5,640	5,858
WWTP Maint Technician II	4,634	4,823	5,021	5,227	5,442	5,663	5,884
Lead Worker II	4,814	5,013	5,218	5,432	5,654	5,887	6,117
Water Quality/WWTP Lead	4,979	5,183	5,396	5,615	5,846	6,087	6,323
Sr Traffic Control Systems Tech	5,082	5,291	5,507	5,733	5,969	6,215	6,453

**CITY OF MARYSVILLE**  
**2011**  
**MPOA - (OFFICERS & SERGEANTS)**

*January 1, 2011 Through December 31, 2011*

*2.5% increase*

Job Classification	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5
Police Officers	5,004	5,195	5,381	5,675	6,001	6,239
Police Sergeant	7,055	7,333				
Entry Police	4,503					

**CITY OF MARYSVILLE**  
**2011**  
**MPOA - (CUSTODY & COMMUNITY SERVICE OFFICERS)**

*January 1, 2011 - December 31, 2011*

*2.5% increase*

Job Classification	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Community Service Officer	3,979	4,141	4,311	4,488	4,672	4,864	5,052
Custody Sergeant	5,526	5,690					
Custody Officer	4,078	4,253	4,402	4,556	4,735	4,933	5,080

DRAFT  
CITY OF MARYSVILLE  
Marysville, Washington

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

An Ordinance of the City of Marysville adopting a budget for the City of Marysville, Washington, for the year 2011, setting forth in summary form the totals of estimated revenues and appropriations for each separate fund and the aggregate totals of all such funds combined, and including the Pay Classification Plan.

WHEREAS, As required by law the City has conducted public hearings on the preliminary budget for 2011 on November 8<sup>th</sup>, 2010 as required by law and said budget has been filed with the City Clerk, also as required by law, NOW, THEREFORE,

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

Section 1. In accordance with the provisions of RCW 35A.34.120, the budget of the City of Marysville, Washington, for the year 2011, in aggregate amount of \$119,709,842.00, which is attached hereto, is hereby adopted by reference, after the public hearing on November 8, 2010 and after the preliminary budget has been filed with the City Clerk as required by law.

Section 2. The totals of estimated revenues and appropriations for each separate Fund and the aggregate totals for all such Funds combined are set forth in summary form as follows:

Fund	Description	Est. Beginning Fund Balance & 2011 Revenue	Appropriations & Transfers	Ending Fund Balance
001	General Fund	36,806,569	34,625,174	2,181,395
005	General Cum. Reserve	-	-	-
101	City Street	2,998,756	2,859,691	139,065
102	Arterial Street	5,090	-	5,090
103	Drug Enforcement	55,202	31,255	23,947
104	Tribal Gaming Fund	213,661	186,520	27,141
105	Hotel/Motel Tax Fund	109,951	50,000	59,951
106	Baxter Center Apprec.	23,321	4,000	19,321
107	Paths & Trails	-	-	-
108	I/NET	147,759	87,000	60,759
110	GMA--REET I	430,424	419,646	10,778
111	GMA--REET II	426,887	410,000	16,887
202	ULTGO Bond Fd 87	299,888	296,773	3,115
203	Pub Works Trust Fd Loan	-	-	-
204	Library LTGO 93	358,163	354,850	3,313
206	LTGO 2003	1,389,084	1,371,037	18,047
305	Street Capital Imprvmnts	15,079,448	15,079,448	-
310	Parks Capital Imprvmnts	178,364	141,632	36,732

Fund	Description	Est. Beginning Fund Balance & 2011 Revenue	Appropriations & Transfers	Ending Fund Balance
401	Water/Sewer Operating	26,465,168	20,272,923	6,192,245
402	Utility Construction	10,491,073	10,030,000	461,073
408	Drought Relief Bond 1977	53,497	27,000	26,497
410	Garbage & Refuse	6,219,774	4,812,051	1,407,723
420	Golf Course Operating	1,479,690	1,479,690	-
450	Utility Debt Service Fund	14,266,319	13,220,795	1,045,524
501	Fleet Services	1,034,969	795,401	239,568
502	Facilities Maintenance	252,123	240,432	11,691
503	Computer Services	924,662	729,724	194,938
<b>TOTAL ALL FUNDS</b>		<b>119,709,842</b>	<b>107,525,042</b>	<b>12,184,800</b>

Section 3. In accordance with Ordinance No 2604 approved by City Council on November 28, 2005, it has been determined that the interests of the residents of the City of Marysville may best be served by the confirmation of the establishment of a two percent (2%) annual increase in water, sewer, and surface water rates and fees.

Section 4. The City Clerk is directed to keep on file a certified copy of the Budget hereby adopted by reference and to transmit a certified copy of said document to the Office of the Auditor of the State of Washington, Division of Municipal Corporations, and to the Association of Washington Cities.

Section 5. In accordance with MMC 2.50.030, the 2011 budget hereby reflect that City employees shall be paid in accordance with the established pay classification and grades or ranges attached hereto and contained in Appendix A of the budget document.

Section 6. This Ordinance shall take effect and be in force January 1, 2011

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of November, 2010.

CITY OF MARYSVILLE

By \_\_\_\_\_  
MAYOR

ATTEST

By \_\_\_\_\_  
CITY CLERK

Approved as to form:

By \_\_\_\_\_  
CITY ATTORNEY

# APPENDIX A

## Pay Classification with Grades/Ranges

### CITY OF MARYSVILLE DIRECTOR PAY GRID 2011

0% increase

Title	Monthly Pay Range	
Police Chief & Public Works Director	\$ 9,342	\$ 12,568
Finance Director & Community Development Director	\$ 8,851	\$ 12,104
Parks & Recreation Director	\$ 8,605	\$ 11,637

### CITY OF MARYSVILLE MANAGEMENT PAY GRID 2011

0% increase

TITLE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5
Business Office Supervisor	4,688	4,946	5,218	5,505	5,809	6,128
Business Office Manager (Police)	4,922	5,193	5,479	5,781	6,099	6,434
PW Administrative Services Manager	5,170	5,453	5,752	6,069	6,402	6,756
*	5,427	5,725	6,040	6,372	6,724	7,094
Program Engineer – Surfacewater Supervisor, Park Maint Manager, Prosecutor	5,698	6,012	6,342	6,692	7,060	7,447
Project Manager I, Parks & Recreation Services Manager	5,984	6,313	6,660	7,027	7,413	7,820
Building Official, Traffic Engineer	6,284	6,629	6,993	7,377	7,784	8,212
Assistant City Engineer, IS Manager, PW Operations Manager, Court Administrator, Financial Planning Manager, Planning Manager - Land Use, Water Quality Manager, Streets/Surface Water Manager	6,597	6,961	7,342	7,747	8,172	8,622
Engineering Services Manager - Land Development, Police Admin Division Mgr	6,927	7,308	7,710	8,133	8,582	9,052
PW Superintendent, Assistant HR Director	7,273	7,673	8,095	8,540	9,010	9,505
Police Lieutenant	7,636	8,056	8,500	8,968	9,460	9,981
Police Commander	8,018	8,459	8,925	9,416	9,932	10,480

\* Unassigned Classification

**CITY OF MARYSVILLE  
NON-REPRESENTED PAY GRID  
2011**

0% increase

TITLE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
*	3,325	3,491	3,666	3,850	4,042	4,244	4,457
Confidential Administrative Assistant	3,491	3,666	3,850	4,042	4,244	4,457	4,679
Computer Support Tech I	3,666	3,850	4,042	4,244	4,457	4,679	4,913
*	3,850	4,042	4,244	4,457	4,679	4,913	5,158
Deputy City Clerk	4,042	4,244	4,457	4,679	4,913	5,158	5,416
Engineering Project Aid, Probation Officer, Police/Legal Confidential Administrative Assistant	4,244	4,457	4,679	4,913	5,158	5,416	5,688
Engineering Tech, Associate Planner, Development Services Tech., Code Enforcement Officer, Bldg Inspector, Construction Inspector, HR Specialist II, Executive Assistant, Surface Water Specialist, Surface Water Inspector	4,457	4,679	4,913	5,158	5,416	5,688	5,971
Athletic Coordinator, Recreation Coordinator, Electrical Inspector	4,679	4,913	5,158	5,416	5,688	5,971	6,271
Community Information Officer, Financial Analyst, HR Analyst, Computer Network Administrator, GIS Analyst, Plan Exam/Senior Bldg Inspector, Crime Analyst, Information Systems Analyst	4,913	5,158	5,416	5,688	5,971	6,271	6,583
Assoc Engineer III/CD, GIS Administrator, Risk Management Officer, SCADA/Telemetry Administrator, Project Engineer	5,158	5,416	5,688	5,971	6,271	6,583	6,913
Senior Planner	5,416	5,688	5,971	6,271	6,583	6,913	7,258

\* Unassigned Classification

**CITY OF MARYSVILLE  
TEAMSTERS PAY GRID**

January 1, 2011

3% increase

Job Classification	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Receptionist	2,954	3,076	3,203	3,334	3,470	3,611	3,752
Accounting Asst/Maintenance Asst	3,125	3,253	3,386	3,525	3,672	3,821	3,969
Program Clerk	3,139	3,268	3,402	3,540	3,688	3,839	3,988
Procurement & Distribution Asst/Program Asst	3,352	3,488	3,635	3,783	3,938	4,098	4,259
Meter Reader	3,405	3,545	3,688	3,841	3,998	4,161	4,322
Program Specialist	3,567	3,714	3,867	4,025	4,191	4,361	4,529
Accounting Technician	3,592	3,742	3,894	4,054	4,223	4,395	4,563
Maintenance Worker I	3,576	3,724	3,877	4,036	4,203	4,374	4,542
Property/Evidence Specialist	3,718	3,870	4,029	4,193	4,364	4,545	4,721
Meter Reader/Repair	3,745	3,898	4,059	4,227	4,399	4,579	4,757
Administrative Secretary	3,724	3,878	4,036	4,202	4,373	4,554	4,730
Senior Accounting Technician	3,858	4,016	4,181	4,350	4,527	4,715	4,898
Program Lead	3,910	4,073	4,237	4,411	4,592	4,780	4,964
Water Quality Assistant	3,996	4,159	4,329	4,505	4,692	4,882	5,073
Solid Waste Collector	3,836	3,991	4,159	4,329	4,505	4,689	4,872
Traffic Control Systems Tech	4,328	4,506	4,691	4,882	5,082	5,291	5,497
Facilities/Maintenance Worker II	4,164	4,333	4,509	4,698	4,888	5,090	5,287
WWTP Maint Technician I	4,222	4,399	4,576	4,763	4,959	5,162	5,361
Wtr Qual Splst/Cross Connect Cntrl Splst	4,387	4,566	4,754	4,948	5,151	5,364	5,571
Lead Worker I	4,449	4,635	4,823	5,021	5,228	5,442	5,653
Equipment Mechanic	4,430	4,608	4,797	4,995	5,200	5,410	5,621
WWTP Operator	4,613	4,802	4,999	5,204	5,418	5,640	5,858
WWTP Maint Technician II	4,634	4,823	5,021	5,227	5,442	5,663	5,884
Lead Worker II	4,814	5,013	5,218	5,432	5,654	5,887	6,117
Water Quality/WWTP Lead	4,979	5,183	5,396	5,615	5,846	6,087	6,323
Sr Traffic Control Systems Tech	5,082	5,291	5,507	5,733	5,969	6,215	6,453

**CITY OF MARYSVILLE**  
**2011**  
**MPOA - (OFFICERS & SERGEANTS)**

*January 1, 2011 Through December 31, 2011*

*2.5% increase*

Job Classification	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5
Police Officers	5,004	5,195	5,381	5,675	6,001	6,239
Police Sergeant	7,055	7,333				
Entry Police	4,503					

**CITY OF MARYSVILLE**  
**2011**  
**MPOA - (CUSTODY & COMMUNITY SERVICE OFFICERS)**

*January 1, 2011 - December 31, 2011*

*2.5% increase*

Job Classification	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Community Service Officer	3,979	4,141	4,311	4,488	4,672	4,864	5,052
Custody Sergeant	5,526	5,690					
Custody Officer	4,078	4,253	4,402	4,556	4,735	4,933	5,080

DRAFT  
CITY OF MARYSVILLE  
Marysville, Washington

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

**AN ORDINANCE OF THE CITY OF MARYSVILLE AMENDING SECTIONS 3.65.010  
OF THE MARYSVILLE MUNICIPAL CODE TO INCREASE THE CITY TAX RATE  
FROM SIX PERCENT OF GROSS RECEIPTS TO SIX AND ONE HALF PERCENT OF  
GROSS RECEIPTS.**

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

SECTION 1. MMC 3.65.010 of the Marysville Municipal Code is hereby amended to  
provide as follows:

Tax imposed. There is levied and there shall be collected from the water and sewer  
department of the city a tax in the amount of six and one half (6 ½%) percent of the gross  
receipts of the customer accounts in such department; provided, the tax is not collected from  
receipts received by the department from any public water or sewer district or city or from the  
receipts from wholesale sales of water to other public purveyors.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of  
\_\_\_\_\_, 2010.

CITY OF MARYSVILLE

By \_\_\_\_\_  
MAYOR

Attest:

By \_\_\_\_\_  
CITY CLERK

Approved as to from:

By \_\_\_\_\_  
CITY ATTORNEY

Date of publication: \_\_\_\_\_

Effective Date (5days after publication): \_\_\_\_\_

**DRAFT**

CITY OF MARYSVILLE  
Marysville, Washington

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

**AN ORDINANCE OF THE CITY OF MARYSVILLE AMENDING SECTIONS  
3.64.020(1), 3.64.030, AND 3.64.040 OF THE MARYSVILLE MUNICIPAL CODE,  
RELATING TO THE UTILITY TAX ON TELEPHONE SERVICES, SALE OF GASES,  
AND SALE OF ELECTRICITY.**

WHEREAS, the City is authorized under Chapter 35.21 RCW to impose a tax on the privilege of conducting an electrical energy, natural gas, steam energy, or telephone business at a rate not to exceed six percent; and

WHEREAS, the City currently imposes tax upon the privilege of conducting an electrical energy or natural gas business at a rate of five percent and telephone business at a rate of six percent, and

WHEREAS, the six percent tax on telephone business will expire on February 28, 2011; and

WHEREAS, the City wishes to continue the tax upon the privilege of conducting a telephone business at six percent; and

WHEREAS, RCW 35.21.865 provides that no tax increase may take effect before the expiration of 60 days following the enactment of the ordinance; and

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

SECTION 1. Section 3.64.020(1) of the Marysville Municipal Code is hereby amended to read as follows:

**3.64.020 Telephone business.** (1) Upon any telephone business there is levied a tax equal to six percent of the total gross operating revenues, including revenues from intrastate toll, derived from the operation of such business within the city. The tax shall be paid monthly on or before the twentieth day of the following month. In computing the tax there shall be deducted from the revenues the following items:

(a) Charges which are passed on to the subscribers by a telephone company pursuant to tariffs required by regulatory order to compensate for the cost to the company of the tax imposed herein;

(b) The amount of uncollectible service charges actually sustained by the telephone company;

(c) Amounts derived from transactions in interstate or foreign commerce or from any business which the city is prohibited from taxing under the Constitutions of the State of Washington or the United States.

SECTION 2. This ordinance shall take effect on March 1, 2011 and shall automatically expire and be repealed February 28, 2011.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of December, 2010.

CITY OF MARYSVILLE

By \_\_\_\_\_  
MAYOR

Attest:

By \_\_\_\_\_  
CITY CLERK

Approved as to from:

By \_\_\_\_\_  
CITY ATTORNEY

Date of publication: \_\_\_\_\_  
Effective Date : March 1, 2011

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: November 8, 2010**

AGENDA ITEM: Professional Services Agreement Between City of Marysville and Strategies 360 Inc. for Consultant Services	AGENDA SECTION: Legal	
PREPARED BY: Gloria Hirashima, Chief Administrative Officer	AGENDA NUMBER:	
ATTACHMENTS 1. Professional Services Agreement	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

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

RECOMMENDED ACTION: Approve proposed professional services agreement.
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COUNCIL ACTION:
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**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND STRATEGIES 360, INC.  
FOR CONSULTING SERVICES**

THIS AGREEMENT, made and entered into in Snohomish County, Washington, by and between CITY OF MARYSVILLE, hereinafter called the "City," and Strategies 360, Inc., a Washington corporation, hereinafter called the "Consultant."

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

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

**ARTICLE I. PURPOSE**

The purpose of this agreement is to provide the City with Public Relations and Consultant Services as described in Article II. The general terms and conditions of relationships between the City and the Consultant are specified in this agreement.

**ARTICLE II. SCOPE OF WORK**

The scope of work is described in Exhibit A.

**ARTICLE III. OBLIGATIONS OF THE CONSULTANT**

III.1 MINOR CHANGES IN SCOPE. The Consultant shall

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

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

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

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

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

**III.3 TIME OF PERFORMANCE.** This Agreement shall commence on October 1, 2010 and end December 31, 2011. Extension of the services contract will be by written agreement, signed by both parties.

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

**III.5 EMPLOYMENT.** Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this agreement, shall

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

### III.6 INDEMNITY.

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

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

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

### III.7 INSURANCE.

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

coverages except professional liability insurance. The minimum insurance requirements shall be as follows:

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

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

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

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

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

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

III.8 **DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION.** The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

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

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

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

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

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

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

#### **ARTICLE IV. OBLIGATIONS OF THE CITY**

IV.1 **PAYMENTS.** The Consultant shall be paid by the City for completed work for services rendered under this agreement at the rate of \$7500 per month. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work.

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

Invoices must be submitted by the 20th day of the month to be paid by the 15th day of the next calendar month.

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

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

#### ARTICLE V. GENERAL

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

CITY OF MARYSVILLE  
C/O Gloria Hirashima  
1049 State Avenue  
MARYSVILLE, WA 98270

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

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

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

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

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

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

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

By \_\_\_\_\_  
STRATEGIES 360, INC.

Approved as to form:

\_\_\_\_\_  
GRANT K. WEED, City Attorney

## **Exhibit A**

### **Marysville Scope of Work – October 2010 thru December 2011**

#### State Legislative Work (2011 session)

1. Draft and run bill with Snohomish PUD to transfer water utility assets. Marysville will take the lead on this legislation.
2. Prepare and run potential legislation regarding tighter regulation of composting facilities. May need to create a coalition to accomplish this.
3. Seek funding for any transportation projects that are a high priority.
4. Participate in legislation that affects cities more broadly. It looks like AWC will have as its top priorities maintaining existing revenue streams, creating more fiscal flexibility, improving the cost aspects of complying with public records requests, street utility formation, and storm water funding.
5. Monitor the session for opportunities to advance the topic of a university branch campus in Snohomish County, and particularly the Marysville area.
6. Keep Marysville abreast of other legislation, policy issues and news that may affect the City.
7. Look for ways for Marysville to partner with or support the Tulalips on legislative issues.

#### Federal Legislative Work (2011 session)

1. Continue to advocate for the Qwuloolt Trail project through the finalization of the FY2011 appropriations process.
2. Assist Marysville in developing and prioritizing their federal agenda, including FY2012 appropriations requests.
3. Draft and submit FY2012 federal appropriations requests to Members of Congress.
4. Be available, in the event Marysville staff or elected officials go to Washington D.C. for a business trip, to develop message points, schedule and attend meetings in Washington, D.C.
5. Advocate in Congress throughout the year for Marysville appropriations requests.

6. Seek funding (grants, appropriations, loans) for high priority transportation projects, environmental restoration projects, economic development projects, police programs, and fire department programs.
7. Advocate to Congress and federal agencies on the behalf of Marysville as issues arise.
8. Look for situations where Marysville can partner with the Tulalip Tribes and other neighboring municipalities on federal issues.
9. Keep Marysville staff abreast of key federal policy issues that may affect the city.

#### Non-Legislative Work

1. Work associated with Cedar Grove. This includes communications strategy, work with various regulatory agencies, advisory role with citizens committee, engagement of various elected officials, and other work.
2. Develop a strategy to help Marysville achieve its goals in the upcoming redistricting effort.
3. Assist Marysville go through the application process to become a considered site for a university branch campus.
4. Be available as a resource to the City for unanticipated issues that arise.

10/25/10