Marysville City Council Meeting

November 14, 2011 7:00 p.m. City Hall

Call to Order

Invocation/Pledge of Allegiance

Roll Call

Committee Report

Presentations

A. Volunteer of the Month

Audience Participation

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

1. Approval of October 24, 2011 City Council Meeting Minutes.

Consent

2. Approval of October 19, 2011 Claims in the Amount of $823,616.00; Paid by Check Number's 73111 through 73246 with Check Number's 48632, 49388, 49585, 50381, 50682, 51202, 51210, 51293, 51681, 51961, 52288, 53178, 53463, 53985, 54918, 57204, 57335, 58662, 58886, 59500, 60956, 61490, 61743, 62532, 63240, 71490, and 73067 Voided.
3. Approval of the October 26, 2011 Claims in the Amount of $318,090.58; Paid by Check Number's 73247 through 73405 with Check Number 73180 Voided.
4. Approval of October 20, 2011 Payroll in the Amount of $796,561.11; Paid by Check Number's 24817 through 24857.
5. Approval of the November 2, 2011 Claims in the Amount of $1,864,750.50; Paid by Check Number's 73406 through 73546.

Review Bids

Public Hearings

New Business

6. Amendment to the Boys and Girls Clubs of Snohomish County Lease Agreement with Option to Purchase.
7. Fourth Amendment of the Interlocal Agreement with the Tulalip Tribes for Jail Services.

Marysville City Council Meeting

November 14, 2011 7:00 p.m. City Hall

New Business

8. Supplemental Agreement No. 3 to Professional Services Agreement for City of Marysville and Otak, Inc.
9. An **Ordinance** of the City of Marysville, Washington, Affirming the Recommendation of the Planning Commission, Rezoning Approximately 77-Acres of Property Generally Located South of 156th Street NE, East of BNSF Railway and West of Twin Lakes Avenue from BP (Business Park) to CB (Community Business), and Amending the Official Zoning Map of the City.

Legal

10. **Recovery Contract** for Sewer, Marysville School District No. 25, Getchell High School (Sewer main in 83rd Avenue NE).
11. **Recovery Contract** for Sewer, Marysville School District No. 25, Getchell High School (Sewer main in 84th Street NE).
12. **Recovery Contract** for Water Main, Marysville School District No. 25, Getchell High School (Water main in 84th Street NE).

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.

***These items have been added or revised from the materials previously distributed in the packets for the November 7, 2011 Work Session.**

Call to Order/Pledge of Allegiance/Roll Call	7:00 p.m.
Excuse the absence of Councilmember Phillips from the meeting tonight.	Approved
Presentations	
Employee Service Awards: Ryan Morrison, Engineering Tech, Engineering - 5 years; Marcia Kelley, HR Analyst, Human Resources - 5 years; April O'Brien, Deputy City Clerk, Finance - 5 years; Matthew Goolsby, Police Officer, Police - 5 years; Derek Oates, Police Officer, Police - 10 years; Diana Vanderschel, Program Specialist - 10 years	Presented
Approval of Minutes	
Approval of October 3, 2011 City Council Work Session Minutes.	Approved
Approval of October 10, 2011 City Council Meeting Minutes.	Approved
Consent Agenda	
Approval of the October 12, 2011 Claims in the Amount of $320,168.31; Paid by Check Number's 72973 through 73110.	Approved
New Business	
Interlocal Services Agreement between the City of Duvall and the City of Marysville Concerning Provision of Telemetry and SCADA Services and Supplemental Work Order between Duvall and Marysville Telemetry and SCADA Services Basic Support and Maintenance.	Approved
Approve the Hotel/Motel Grant Committee Recommendations with amendments.	Approved
An Ordinance of the City of Marysville Repealing and Replacing Portions of Ordinances No. 2739, No. 2532, and No. 2378 Codified in Marysville Municipal Code Chapter 9.04; and Adopting a Revised and Updated Marysville Municipal Code Chapter 9.04 Entitled "Fire Code"; and Providing for Severability.	Approved Ord. 2875
An Ordinance of the City of Marysville, Washington Amending Ordinance 2708 and 2740 as Codified in Portions of Marysville Municipal Code Chapters 16.04 "Building Code", 16.08 "Plumbing Code", 16.10 "Energy Efficiency and Conservation Standards", and 16.28 Mechanical Code; and Providing for Severability.	Approved Ord. 2876
A Resolution of the City of Marysville for the Acceptance of $1,987.56 from Marysville Little League Subject to Conditions.	Approved Res. 2310
Legal	
Mayor's Business	
Staff Business	
Snohomish County Cities Legislative Agenda for 2011-2012.	Discussed
Call on Councilmembers	
Adjournment	8:06 p.m.
Executive Session	8:11 p.m.
Litigation – 2 potential litigation items, 1 pending litigation item	
Personnel – 1 collective bargaining item	
Real Estate	
Adjournment	8:50 p.m.

DRAFT

COUNCIL MINUTES

Regular Meeting
October 24, 2011

Call to Order / Pledge of Allegiance

Mayor Pro Tem Seibert called the meeting to order at 7:00 p.m. and led those present in the Pledge of Allegiance. The invocation was given by Steve Swanson of Vital Signs Ministries.

Roll Call

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

Mayor Pro Tem:	Jeff Seibert
Council:	Carmen Rasmussen, Jeff Seibert, John Soriano, Michael Stevens, Jeff Vaughan, and Donna Wright
Absent:	Lee Phillips
Also Present:	Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Commander Robb Lamoureux, City Attorney Grant Weed, Public Works Assistant City Engineer John Cowling, Parks and Recreation Director Jim Ballew, Community Information Officer Doug Buell, Building Official John Dorcas, Fire Marshal Tom Maloney, Fire Chief Corn, and Recording Secretary Laurie Hugdahl.

CAO Hirashima reported that Councilmember Phillips had communicated that he would not be here tonight.

Motion made by Councilmember Soriano, seconded by Councilmember Stevens, to excuse the absence of Councilmember Phillips from the meeting tonight. **Motion** passed unanimously (6-0).

Committee Reports

Carmen Rasmussen reported on the October 12th Parks and Recreation Advisory Board Meeting where the following topics were discussed:

- The Comprehensive Plan that had been presented was accepted by the Parks Board as the survey document to be used for the upcoming Comprehensive Plan. They plan to have two meetings in early 2012 to get public input on the Plan. The Plan will be formalized after that time.
- The Parks Board approved an increase in season fees for soccer from $57 to $65 per player to offset some increased costs that have occurred.
- Jim Ballew spoke about the spray park proposal. There was good discussion about the potential location of the park. It was emphasized that this would be an economic development proposal and will be addressed as we continue to talk about the downtown area.
- Cedarcrest Holiday Light Tour will begin in December on Thursday thru Saturday from 5:30 to 9:00 p.m. at the golf course. It will be funded by Hotel Motel Tax Funds. The restaurant will also participate with some fun holiday activities.
- Jim Ballew also reported that Marysville Little League had donated funds to help with repairs to the playground at Cedar Field that had resulted from vandalism.
- Director Ballew reported that the City of Marysville was highlighted for our Healthy Communities effort by the Department of Health's *Public Health Toolkit.*
- Tara Mizell reported that fall classes are ahead of last year and active classes are filling especially quickly. The use of online registration is far above what most cities expect.
- 997 volunteer hours were reported for the 3rd quarter of 2011.
- A potential Eagle Scout project for Kiwanis Park improvements was also discussed.

Presentations

A. Employee Services Awards

The following employees received service awards:

- Ryan Morrison, Engineering Tech, Engineering - 5 years
- Marcia Kelley, HR Analyst, Human Resources - 5 years
- April O'Brien, Deputy City Clerk, Finance - 5 years
- Matthew Goolsby, Police Officer, Police - 5 years
- Derek Oates, Police Officer, Police - 10 years
- Diana Vanderschel, Program Specialist - 10 years

Audience Participation - None

Approval of Minutes

1. Approval of October 3, 2011 City Council Work Session Minutes.

Motion made by Councilmember Wright, seconded by Councilmember Vaughan, to approve the minutes of the October 3, 2011 City Council Work Session as presented. **Motion** passed unanimously (5-0).

2. Approval of October 10, 2011 City Council Meeting Minutes.

Motion made by Councilmember Vaughan, seconded by Councilmember Rasmussen, to approve the minutes of the October 10, 2011 City Council Meeting as presented. **Motion** passed unanimously (5-0).

Consent

3. Approval of the October 12, 2011 Claims in the Amount of $320,168.31; Paid by Check Number's 72973 through 73110.

Motion made by Councilmember Soriano, seconded by Councilmember Wright, to approve Consent Agenda item No. 3. **Motion** passed unanimously (5-0).

Review Bids - None

Public Hearings - None

New Business

4. Interlocal Services Agreement between the City of Duvall and the City of Marysville Concerning Provision of Telemetry and SCADA Services and Supplemental Work Order between Duvall and Marysville Telemetry and SCADA Services Basic Support and Maintenance.

Information Services Manager Worth Norton reviewed this item. He explained that this will allow the City to share salary costs with the City of Duvall.

Motion made by Councilmember Rasmussen, seconded by Councilmember Stevens, to approve the Interlocal Services Agreement between the City of Duvall and the City of Marysville Concerning Provision of Telemetry and SCADA Services and Supplemental Work Order between Duvall and Marysville Telemetry and SCADA Services Basic Support and Maintenance. **Motion** passed unanimously (5-0).

5. The Hotel/Motel Grant Committee Recommends the City Council Authorize the Mayor to Allocate $4,500.00 to Cedarcrest Golf Course; $20,000.00 to Maryfest, Inc. dba Marysville Strawberry Festival; $30,000.00 to City of Marysville (Chamber of Commerce Visitor Information Center); $30,000.00 to Marysville Pilchuck High School Band; $8,155.00 to Greater Marysville Tulalip Chamber of Commerce; $6,434.00 to Marysville Historical Society; $2,500.00 to Marysville YMCA; $12,173.45 to City of Marysville (Special Events Funding); $5,910.00 to City of Marysville (Marysville/North Snohomish County Visitor's Guide); $8,447.84 to City of Marysville, Streets Division (Strawberry Festival Funding) ; $3,297.94 to City of Marysville, Solid Waste Division (Strawberry Festival Funding); $2,000.00 to Marysville Kiwanis Club.

CAO Hirashima reviewed this item.

Councilmember Wright referred to a request from Director Ballew for the water park that was not funded at all. She requested an explanation of this. CAO Hirashima noted that according to the scoring sheets the Parks scored very well; they were number 3 of all the applications. The issue that the committee discussed was that because the request was for $93,000 they felt that if they funded that one application they would be unable to fund the majority of the other applications. They ultimately decided to not fund the spray park proposal and fund all the other applications at 100%. There had been some discussion about whether or not to award the residual funding to the spray park. In their discussion they felt it wouldn't make a dent in the requested amount. CAO Hirashima commented that she did not participate in the committee discussion, but she felt that even a small amount would have helped to get this project started with some design funding. This could be especially helpful in the grant process.

Councilmember Stevens asked what happens to the residual funds in the Hotel Motel Fund. CAO Hirashima reported that they are banked for the next year.

Councilmember Wright asked about the amount of the money left. CAO Hirashima said there was approximately $6,600 left. Councilmember Wright asked why they were keeping that.

Motion made by Councilmember Wright, seconded by Councilmember Rasmussen, to add the balance of the available funds (approximately $6600) to fund the Parks Department's request for a spray park and to approve the rest of the Hotel Motel Grant Committee's recommendations as presented. **Motion** passed unanimously (5-0).

6. An Ordinance of the City of Marysville Repealing and Replacing Portions of Ordinances No. 2739, No. 2532, and No. 2378 Codified in Marysville Municipal Code Chapter 9.04; and Adopting a Revised and Updated Marysville Municipal Code Chapter 9.04 Entitled "Fire Code"; and Providing for Severability.

Fire Marshal Tom Maloney and Building Official John Dorcas reviewed this item.

Mayor Pro Tem Seibert referred to page 8 of 14 under 605.11 *Solar Photovoltaic Power Systems – Exceptions* regarding *"Detached Group U non-habitable structures such as parking shade structures, carports, solar trellises, and similar type structures"* and asked for clarification about the intent of this. Mr. Maloney explained that the intent was to not require access pathways and ventilation. Mayor Pro Tem Seibert requested that this be clarified because the way it reads now is that it is exempted from all of 605.11. After some discussion there was consensus to delete that *Exception* paragraph under 605.11.

City Attorney Grant Weed noted that the date at the end of the Ordinance should be 2011 instead of 2010.

Motion made by Councilmember Rasmussen, seconded by Councilmember Soriano, to approve Ordinance No. 2875, an Ordinance of the City of Marysville Repealing and

Replacing Portions of Ordinances No. 2739, No. 2532, and No. 2378 Codified in Marysville Municipal Code Chapter 9.04; and Adopting a Revised and Updated Marysville Municipal Code Chapter 9.04 Entitled "Fire Code"; and Providing for Severability with the deletion as discussion under 605.11 and the change of the date as discussed by the City Attorney. **Motion** passed unanimously (5-0).

7. An Ordinance of the City of Marysville, Washington Amending Ordinance 2708 and 2740 as Codified in Portions of Marysville Municipal Code Chapters 16.04 "Building Code", 16.08 "Plumbing Code", 16.10 "Energy Efficiency and Conservation Standards", and 16.28 Mechanical Code; and Providing for Severability.

Building Official John Dorcas reviewed this item.

Motion made by Councilmember Soriano, seconded by Councilmember Stevens, to approve Ordinance No. 2876, an Ordinance of the City of Marysville, Washington Amending Ordinance 2708 and 2740 as Codified in Portions of Marysville Municipal Code Chapters 16.04 "Building Code", 16.08 "Plumbing Code", 16.10 "Energy Efficiency and Conservation Standards", and 16.28 Mechanical Code; and Providing for Severability. **Motion** passed unanimously (5-0).

8. A Resolution of the City of Marysville for the Acceptance of $1,987.56 from Marysville Little League Subject to Conditions.

Jim Ballew reiterated that this is to replace items that need to be replaced due to vandalism.

Motion made by Councilmember Rasmussen, seconded by Councilmember Wright, to approve Resolution No. 2310, a Resolution of the City of Marysville for the Acceptance of $1,987.56 from Marysville Little League Subject to Conditions. **Motion** passed unanimously (5-0).

Legal - None

Mayor's Business - None

Staff Business

9. Snohomish County Cities Legislative Agenda for 2011-2012.

CAO Hirashima reviewed this item.

Other staff business:

Jim Ballew thanked the Council for the funding for the spray park.

Robb Lamoureux had no comments.

John Cowling gave an update on 156th. Grading is going well on the west side. Structure work will start mid-November.

Doug Buell stated that there is a 156th Street overcrossing project page on the website. Photos and info will be posted on the site. He thanked the Council for approving the Hotel Motel Tax funding for the *Visitors' Guide* for next year.

Worth Norton had no comments.

Chief Corn had no comments.

Tom Maloney had no comments.

John Dorcas thanked the Council for passing the Ordinance.

Sandy Langdon noted that the Financial Statements for 2010 were distributed to each Council member. She reviewed highlights of the document.

Grant Weed stated the need for an Executive Session to discuss 4 items: two potential litigation, one pending litigation item, and one collective bargaining item expected to last approximately 20 minutes with no action taken.

Gloria Hirashima stated that there will be a joint Planning Commission Meeting with the City of Arlington tomorrow night. The City will receive updates on their West Arlington Plan, talk about the Joint Manufacturing Industrial Center that we are pursuing with the PSRC, give an update on our downtown plan, and discuss the 156th Street overcrossing project.

Call on Councilmembers

Carmen Rasmussen thanked the Marysville Little League for their donation for repair of the park.

John Soriano asked if there was a need for a public safety meeting this week. After some discussion with Chief Lamoureux there was consensus to forego it this week.

Michael Stevens asked if they would be responding with a letter regarding the redistricting committee's narrowed down options. CAO Hirashima indicated that the City would be providing another letter.

Donna Wright stated that she, Councilmember Soriano and Councilmember Stevens attended the AWC regional meeting where they were asked to urge the legislators not to make any further cuts. She also noted that the Governor has sent out a directive that no new rules by Boards and Commissions will be enacted for a whole year.

Jeff Vaughan had no comments.

Mayor Pro Tem Seibert:

- He thanked the Fire Department and the Building Department for the updated code.
- He asked if Public Works had received any complaints about the railroad crossing this morning. Assistant City Engineer Cowling said that they did not receive any complaints or calls. Mayor Pro Tem Seibert commented that at 5 a.m. the signal arms were down but there were no trains. They appeared to be malfunctioning this evening also. CAO Hirashima said she saw a BNSF crew out this afternoon at 88th. Mayor Pro Tem Seibert said he also noticed problems at 80th and 4th.

The meeting was adjourned at 8:06 for five minutes after which time they reconvened at 8:20 into Executive Session for 20 minutes for the purpose of discussing four items: two potential litigation, one pending litigation item, and one collective bargaining item.

Motion made by Councilmember Rasmussen, seconded by Councilmember Wright, to extend Executive Session to 8:50 p.m. Motion passed unanimously (5-0).

Executive Session

A. Litigation – 2 potential litigation items and 1 pending litigation item, per RCW 42.30.110 (1)(i)

B. Personnel – 1 collective bargaining item, per RCW 42.30.140 (4)(a)

C. Real Estate

Adjournment

Seeing no further business Mayor Pro Tem Seibert adjourned the meeting at 8:50 p.m.

Approved this _____ day of _____, 2011.

_____	_____
Mayor	April O'Brien
Jon Nehring	Deputy City Clerk

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 14, 2011

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

Please see attached.

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the **October 19, 2011** claims in the amount of **$823,616.00** paid by **Check No.'s 73111 through 73246 with Check No.'s 48632, 49388, 49585, 50381, 50682, 51202, 51210, 51293, 51681, 51961, 52288, 53178, 53463, 53985, 54918, 57204, 57335, 58662, 58886, 59500, 60956, 61490, 61743, 62532, 63240, 71490 and 73067 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 **$823,616.00 PAID BY CHECK NO.'S 73111 THROUGH 73246 WITH CHECK NO.'S 48632, 49388, 49585, 50381, 50682, 51202, 51210, 51293, 51681, 51961, 52288, 53178, 53463, 53985,54918, 57204, 57335, 58662, 58886, 59500, 60956, 61490, 61743, 62532, 63240, 71490 AND 73067 VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

_____

AUDITING OFFICER DATE

_____

MAYOR DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **14TH DAY OF NOVEMBER 2011.**

_____ _____

COUNCIL MEMBER COUNCIL MEMBER

_____ _____

COUNCIL MEMBER COUNCIL MEMBER

_____ _____

COUNCIL MEMBER COUNCIL MEMBER

_____

COUNCIL MEMBER

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 10/13/2011 TO 10/19/2011

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
73111	REVENUE, DEPT OF	SALES & USE TAX-SEPTEMBER 2011	CITY CLERK	0.34
	REVENUE, DEPT OF		COMMUNITY DEVELOPMENT-	2.19
	REVENUE, DEPT OF		GOLF COURSE	5.92
	REVENUE, DEPT OF		ER&R	17.28
	REVENUE, DEPT OF		POLICE ADMINISTRATION	23.84
	REVENUE, DEPT OF		GENERAL FUND	31.27
	REVENUE, DEPT OF		WATER/SEWER OPERATION	372.16
	REVENUE, DEPT OF		PRO-SHOP	557.69
	REVENUE, DEPT OF		RECREATION SERVICES	1,210.28
	REVENUE, DEPT OF		STORM DRAINAGE	4,984.47
	REVENUE, DEPT OF		GOLF COURSE	10,105.32
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	13,438.30
	REVENUE, DEPT OF		UTIL ADMIN	49,397.23
73112	10310 56TH DRINVE NE	REFUND	GENL FUND BUS LIC & PERMI	50.00
73113	ALBERTSONS	ITEMS FOR PW BBQ	UTIL ADMIN	75.38
73114	ALPINE REFRIGERATION	REPAIR ON FREEZER	DETENTION & CORRECTION	190.05
73115	AMERICAN CLEANERS	DRY CLEANING SERVICE	POLICE PATROL	4.34
	AMERICAN CLEANERS		POLICE ADMINISTRATION	24.43
	AMERICAN CLEANERS		OFFICE OPERATIONS	41.27
	AMERICAN CLEANERS		DETENTION & CORRECTION	43.42
	AMERICAN CLEANERS		POLICE INVESTIGATION	159.43
73116	AMSAN SEATTLE	JANITORIAL SUPPLIES-PSB	PUBLIC SAFETY FAC-GENL	145.12
	AMSAN SEATTLE	JANITORIAL SUPPLIES-PW SHOP	MAINT OF GENL PLANT	158.13
	AMSAN SEATTLE	JANITORIAL SUPPLIES-CITY HALL	ADMIN FACILITIES	213.98
	AMSAN SEATTLE	JANITORIAL SUPPLIES-WWTP	WASTE WATER TREATMENT	246.77
	AMSAN SEATTLE	DEGREASER	ER&R	255.09
73117	ANDERSON,PERRY&COLLE	WTR/SWR CONSERVATION REBATE	UTIL ADMIN	50.00
73118	ARAMARK UNIFORM	UNIFORM CLEANING	MAINTENANCE	14.28
	ARAMARK UNIFORM		MAINTENANCE	14.28
	ARAMARK UNIFORM		EQUIPMENT RENTAL	28.86
	ARAMARK UNIFORM		EQUIPMENT RENTAL	28.86
	ARAMARK UNIFORM		EQUIPMENT RENTAL	28.86
	ARAMARK UNIFORM		EQUIPMENT RENTAL	28.86
73119	ARIA INVESTMENT GRO	UB 980471600001 4716 60TH DR N	WATER/SEWER OPERATION	20.40
	ARIA INVESTMENT GRO		WATER/SEWER OPERATION	75.02
	ARIA INVESTMENT GRO		WATER/SEWER OPERATION	334.11
73120	AUDIOLOGY SERVICES	HEARING RETEST	EXECUTIVE ADMIN	8.25
73121	AUTO ADDITIONS, INC.	MISC. PARTS FOR #J026	EQUIPMENT RENTAL	346.65
73122	BANDWIDTH.COM INC	MONTHLY SERVICE CHARGE	COMPUTER SERVICES	103.79
73123	BLUMENTHAL UNIFORMS	LAPEL PINS	POLICE PATROL	102.36
73124	BRADFORD, PAUL	UB 251081000000 10810 53RD DR	WATER/SEWER OPERATION	9.54
73125	BRIM TRACTOR	MOTOR ASSY	MAINTENANCE	336.63
	BRIM TRACTOR	MISC. PARTS FOR #H004	EQUIPMENT RENTAL	810.72
73126	BRINKS INC	ARMORED CAR SERVICE	GOLF ADMINISTRATION	99.81
	BRINKS INC		COMMUNITY DEVELOPMENT-	174.33
	BRINKS INC		UTIL ADMIN	174.33
	BRINKS INC		POLICE ADMINISTRATION	320.26
	BRINKS INC		UTILITY BILLING	320.26
	BRINKS INC		MUNICIPAL COURTS	320.26
73127	BRK MANAGEMENT SRVCS	SCRAM-AUGUST 2011	DETENTION & CORRECTION	429.00
	BRK MANAGEMENT SRVCS	EHM-AUGUST 2011	DETENTION & CORRECTION	2,212.40
73128	BROST, KIM	CLASS REFUND	PARKS-RECREATION	35.00
73129	BUSINESS TELECOM	PLANKTRONIC WIRELESS HEADSET	COMMUNITY DEVELOPMENT-	225.89
73130	CAMPBELL COMPANY	PUSH BUTTON SIGNAL UPGRADE	TRANSPORTATION MANAGEM	525.56
73131	CANAM FABRICATIONS	WELS SUPPORT FOR #WC01	EQUIPMENT RENTAL	590.00
73132	CARRS ACE	BRASS CAPS	WASTE WATER TREATMENT	3.79
	CARRS ACE	PIPE CAPS	WASTE WATER TREATMENT	6.60

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 10/13/2011 TO 10/19/2011

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
73132	CARRS ACE	PAINT MACHINE SUPPLIES	TRAFFIC CONTROL DEVICES	38.37
73133	CEMEX	ASPHALT	WATER CAPITAL PROJECTS	347.42
	CEMEX		WATER CAPITAL PROJECTS	347.42
	CEMEX		WATER CAPITAL PROJECTS	406.51
73134	CODE PUBLISHING	MMC ELECTRONIC UPDATE	CITY CLERK	388.73
73135	COLUMBIA PAINT	PAINT	PUMPING PLANT	94.76
73136	COMMOTION PROMOTION	SUPPLIES FOR HOME GROWN	EXECUTIVE ADMIN	275.58
73137	COMMUNITY CHURCH	DEPOSIT TAKEN IN ERROR	WATER/SEWER OPERATION	1,092.30
73138	COOL GUY GEAR, LLC	TACTICAL VESTS	DRUG ENFORCEMENT	8,065.94
73139	COOP SUPPLY	RAT POISON	SEWER LIFT STATION	26.03
73140	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	1,143.00
	CORRECTIONS, DEPT OF		DETENTION & CORRECTION	1,374.40
	CORRECTIONS, DEPT OF		DETENTION & CORRECTION	1,684.92
73141	CRW SYSTEMS, INC.	TRAKIT SOFTWARE-PAYMENT #2	COMMUNITY DEVELOPMENT-	16,812.50
73142	CRYSTAL SPRINGS	WATER DELIVER & HOT/COLD COOLE	WASTE WATER TREATMENT	135.42
73143	DAGGETT, KIM	ENDORSEMENT REIMBURSEMENT	UTIL ADMIN	61.00
73144	DB SECURE SHRED	SHREDDING SERVICES	EXECUTIVE ADMIN	9.56
	DB SECURE SHRED		LEGAL - PROSECUTION	9.57
73145	DELL	MONITOR	ROADS/STREETS CONSTRUC	189.01
73146	DELTA PROPERTY MANAG	UB 971540000001 1632 10TH ST	WATER/SEWER OPERATION	92.92
73147	DEMARCO, ALBERT A &	UB 101160000000 8902 45TH DR N	WATER/SEWER OPERATION	300.40
73148	DICKS TOWING	TOWING EXPENSE MP 11-5184	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE MP 11-6478	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE MP 11-6650	POLICE PATROL	43.44
73149	E&E LUMBER	REDI-MIX CONCRETE	PARK & RECREATION FAC	3.20
	E&E LUMBER	CLAMP,ROPE CLEAT, FASTENERS	PARK & RECREATION FAC	6.33
	E&E LUMBER	CLOROX CLEANER & LIGHT BULB	ADMIN FACILITIES	6.82
	E&E LUMBER	PLUMBING PARTS	COURT FACILITIES	16.76
	E&E LUMBER	ACETONE & UTILITY KNIFE	PUBLIC SAFETY FAC-GENL	18.55
	E&E LUMBER	SCREW BIT, SCREWS	WATER DIST MAINS	32.53
73150	EAST JORDAN IRON WOR	POLY SEALANT TUBES	STORM DRAINAGE MAINTENA	143.98
	EAST JORDAN IRON WOR		STORM DRAINAGE	143.98
	EAST JORDAN IRON WOR	STORM/SEWER DRAIN LIDS & SEALA	STORM DRAINAGE MAINTENA	1,684.28
73151	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	20.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	20.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	20.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	150.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	150.00
73152	EMERALD HILLS	COFFEE SUPPLIES-KBCC	BAXTER CENTER APPRE	169.30
73153	ENGINEERING BUSINESS	MAINTENANCE AGREEMENT	UTIL ADMIN	106.43
73154	EVERETT MUNICIPAL	BAIL POSTED	GENERAL FUND	250.00
73155	EVERETT TIRE & AUTO	(4) GOODYEAR TIRES	EQUIPMENT RENTAL	308.45
	EVERETT TIRE & AUTO		EQUIPMENT RENTAL	321.55
73156	EVERETT UTILITIES	WATER/FILTRATION SERVICE CHARG	SOURCE OF SUPPLY	139,197.90

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 10/13/2011 TO 10/19/2011

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
73157	FCS GROUP	PROFESSIONAL SERVICES	SOLID WASTE OPERATIONS	1,220.00
73158	FDIC RECEIVERSHIP	UB 241230800000 12308 56TH DR	WATER/SEWER OPERATION	140.46
73159	FERRELLGAS	PROPANE - 84 GALLONS	TRAFFIC CONTROL DEVICES	102.80
	FERRELLGAS		ROADWAY MAINTENANCE	102.80
	FERRELLGAS		SOLID WASTE OPERATIONS	102.81
	FERRELLGAS		WATER SERVICE INSTALL	102.81
73160	FLORATINE NORTHWEST	FERTILIZER	MAINTENANCE	455.57
73161	FOSTER PEPPER PLLC	LEGAL SERVICES	ROADS/STREETS CONSTRUC	188.98
	FOSTER PEPPER PLLC		ROADS/STREETS CONSTRUC	16,502.00
73162	FULLERTON & ASSOCIAT	PROFESSIONAL SERVICES	GMA - STREET	1,620.00
73163	GARCIA, LILIA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
73164	GENERAL CHEMICAL	ALUMINUM SULFATE	WASTE WATER TREATMENT	3,300.22
73165	GOVCONNECTION INC	MEMORY FOR CD LAPTOPS	COMPUTER SERVICES	93.77
73166	GREENSHIELDS	CLAMPS & SHACKLE	WASTE WATER TREATMENT	135.42
73167	HARBOR MARINE MAINT.	CAULK & WIRE WHEELS	PUBLIC SAFETY FAC-GENL	94.95
73168	HD FOWLER COMPANY	BRASS HOSE ADAPTERS	WATER DIST MAINS	103.19
	HD FOWLER COMPANY	AMR TEES	WATER SERVICE INSTALL	182.45
	HD FOWLER COMPANY	MISC. BRASS HARDWARE	WATER/SEWER OPERATION	587.67
73169	HD SUPPLY WATERWORKS	HYDRANT OIL PLUGS	HYDRANTS	34.21
73170	HEFFERNAN, KELLY	WATER/SEWER CONSERVATION REBAT	UTIL ADMIN	50.00
73171	HILINE	MISC. HARDWARE	WATER SERVICES	213.34
	HILINE	MISC. ELECTRICAL CONNECTIONS,	EQUIPMENT RENTAL	331.93
73172	HYATT CONSTRUCTION	HYDRANT METER REFUND	WATER/SEWER OPERATION	1,015.30
73173	ICOMPASS	ANNUAL RENEWAL	CITY CLERK	8,800.00
73174	JUDD & BLACK	REFRIGERATOR	WASTE WATER TREATMENT	308.42
73175	KELLEY, MARCIA	TRAVEL REIMBURSEMENT	PERSONNEL ADMINISTRATIO	340.92
73176	KUSTOM SIGNALS INC	REPAIR PRO-LITE	POLICE PATROL	641.19
73177	LABOR & INDUSTRIES	3RD QTR 2011	MUNICIPAL COURTS	20.62
	LABOR & INDUSTRIES		MUNICIPAL COURTS	98.67
	LABOR & INDUSTRIES		COMMUNITY CENTER	166.75
	LABOR & INDUSTRIES		POLICE PATROL	216.11
	LABOR & INDUSTRIES		RECREATION SERVICES	406.66
73178	LAKE STEVENS SCHOOL	MITIGATION FEES	SCHOOL MIT FEES	6,070.00
73179	LES SCHWAB TIRE CTR	MICHELEN STEER AXLE TIRE (2)	ER&R	1,843.73
73180	LESTER, GEANICE	REFUND	GENL FUND BUS LIC & PERMI	50.00
73181	LICENSING, DEPT OF	LILLY, CHARLES (ORIGINAL)	GENERAL FUND	18.00
73182	LINKS TURF SUPPLY	HUMIC ACID,BLADE, CORE RAIL	MAINTENANCE	380.10
73183	MARYSVILLE PRINTING	11X17 FULL COLOR POSTERS-KBCC	COMMUNITY CENTER	69.50
73184	MARYSVILLE SCHOOL	MITIGATION FEES	SCHOOL MIT FEES	42,630.00
73185	MARYSVILLE, CITY OF	WTR-6302 152ND ST IRR	PARK & RECREATION FAC	33.43
	MARYSVILLE, CITY OF	STORMWATER-ARLINGTON	WATER FILTRATION PLANT	38.00
	MARYSVILLE, CITY OF	WTR - 6302 152ND ST IRR	PARK & RECREATION FAC	2,839.47
73186	MESSERLY, CONNIE	SUPPLY REIMBURSEMENT	PERSONNEL ADMINISTRATIO	60.43
73187	MEYERS METAL WORKS	STEEL CONE-SHAPED GRATING	STORM DRAINAGE	1,520.40
73188	MICROFLEX INC	TAX AUDIT PROGRAM	FINANCE-GENL	91.21
73189	MILLER, KIMBERLY	UB 846719860000 6719 86TH AVE	WATER/SEWER OPERATION	181.64
73190	MURRAY, SARA	REIMBURSE ATTORNEY FEES PER RC	ROADS/STREETS CONSTRUC	750.00
73191	NATURAL RESOURCES	FOREST LAND ASSESSMENT FEES	SOURCE OF SUPPLY	66.52
73192	NEWMAN TRAFFIC SIGNS	(2) SIGNS @ HWY 9-GOLF COURSE	GOLF COURSE	-15.36
	NEWMAN TRAFFIC SIGNS		PRO-SHOP	193.90
73193	NORTH CENTRAL LABORA	BOD STANDARD	WATER/SEWER OPERATION	-4.76
	NORTH CENTRAL LABORA		WASTE WATER TREATMENT	60.13
73194	NORTH COUNTY OUTLOOK	ADVERTISING-KBCC FUNCTIONS	COMMUNITY CENTER	98.00
73195	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WASTE WATER TREATMENT	3,522.12
73196	NYITRAY, SANDRA	INSTRUCTOR SERVICES	COMMUNITY CENTER	18.00
73197	OFFICE DEPOT	OFFICE SUPPLIES	BUILDING MAINTENANCE	1.72
	OFFICE DEPOT		EQUIPMENT RENTAL	1.72

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 10/13/2011 TO 10/19/2011

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
73197	OFFICE DEPOT	OFFICE SUPPLIES	UTIL ADMIN	4.28
	OFFICE DEPOT		ENGR-GENL	4.29
	OFFICE DEPOT		STORM DRAINAGE	14.11
	OFFICE DEPOT		EXECUTIVE ADMIN	17.91
	OFFICE DEPOT		POLICE INVESTIGATION	20.19
	OFFICE DEPOT		POLICE INVESTIGATION	22.92
	OFFICE DEPOT		UTIL ADMIN	29.84
	OFFICE DEPOT		ENGR-GENL	36.79
	OFFICE DEPOT		OFFICE OPERATIONS	37.18
	OFFICE DEPOT		POLICE ADMINISTRATION	38.18
	OFFICE DEPOT		DETENTION & CORRECTION	78.41
	OFFICE DEPOT		POLICE PATROL	86.53
	OFFICE DEPOT		STORM DRAINAGE	86.87
	OFFICE DEPOT		POLICE PATROL	115.74
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	126.60
	OFFICE DEPOT		OFFICE OPERATIONS	130.00
	OFFICE DEPOT		EQUIPMENT RENTAL	251.31
	OFFICE DEPOT		EXECUTIVE ADMIN	279.37
73198	PACIFIC POWER PROD.	STEERING WHEEL-GOLF	MAINTENANCE	57.35
	PACIFIC POWER PROD.	TINES (16)	MAINTENANCE	258.42
	PACIFIC POWER PROD.	JOHN DEERE RENTAL-GOLF	MAINTENANCE	434.40
73199	PARTS STORE, THE	LIGHT MARKER	ER&R	6.09
	PARTS STORE, THE	BRAKE LIGHT SWITCH	EQUIPMENT RENTAL	10.07
	PARTS STORE, THE	TIRE BLACK & ARMOR ALL	STORM DRAINAGE	13.55
	PARTS STORE, THE	FILTERS, WIPER BLADES	ER&R	77.43
	PARTS STORE, THE	PARTS WASHER-SHOP SUPPLIES	EQUIPMENT RENTAL	99.36
	PARTS STORE, THE		EQUIPMENT RENTAL	99.36
	PARTS STORE, THE	AIR & OIL FILTERS	PARK & RECREATION FAC	102.26
	PARTS STORE, THE	MISC. PARTS FOR #804	EQUIPMENT RENTAL	135.73
	PARTS STORE, THE	FILTERS & CABLE TIES	ER&R	273.31
73200	PERKINS COIE	LEGAL FEES-CEDARGROVE COMPOST.	WASTE WATER TREATMENT	1,575.00
73201	PETROCARD SYSTEMS	FUEL CONSUMED	ENGR-GENL	37.14
	PETROCARD SYSTEMS		COMPUTER SERVICES	128.09
	PETROCARD SYSTEMS		BUILDING MAINTENANCE	192.46
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	531.08
	PETROCARD SYSTEMS		PARK & RECREATION FAC	1,503.19
	PETROCARD SYSTEMS		GENERAL SERVICES - OVERH	2,092.14
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	3,738.71
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	6,290.86
	PETROCARD SYSTEMS		POLICE PATROL	8,112.65
73202	PHAM THANH NHI HUNG	UB 980072030000 7203 35TH PL N	WATER/SEWER OPERATION	162.24
73203	POLLARDWATER.COM	VITADCHLOR TABLETS	UTIL ADMIN	1,212.24
73204	PUD	ACCT #2000-6146-3	PARK & RECREATION FAC	34.44
	PUD	ACCT #2005-0161-7	TRANSPORTATION MANAGEM	43.79
	PUD	ACCT #2020-1181-3	PUMPING PLANT	50.46
	PUD	ACCT #2022-9424-5	SEWER LIFT STATION	84.69
	PUD	ACCT #2035-0002-0	STREET LIGHTING	100.73
	PUD	ACCT #2023-0330-1	SEWER LIFT STATION	103.03
	PUD	ACCT #2006-6043-9	STREET LIGHTING	118.20
	PUD	ACCT # 2039-9634-3	STREET LIGHTING	168.50
	PUD	ACCT #2032-9121-6	GENERAL SERVICES - OVERH	227.63
	PUD	ACCT #2019-0963-7	SEWER LIFT STATION	229.82
	PUD	ACCT #2013-4666-5	SEWER LIFT STATION	304.45
	PUD	ACCT #2030-0599-6	TRANSPORTATION MANAGEM	363.16
	PUD	ACCT #2027-4261-5	MAINTENANCE	567.69
	PUD	ACCT #2000-2187-1	COURT FACILITIES	1,998.13
	PUD	ACCT #2016-1747-9	ADMIN FACILITIES	2,191.20

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 10/13/2011 TO 10/19/2011

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
73204	PUD	ACCT #2028-8209-8	STREET LIGHTING	8,097.46
	PUD		STREET LIGHTING	12,665.27
73205	PUD	FEES-SPEED SIGNS	TRANSPORTATION MANAGEM	3,651.00
73206	PUGET SOUND ENERGY	ACCT #856-208-715-8	NON-DEPARTMENTAL	35.06
	PUGET SOUND ENERGY	ACCT #433-744-084-8 DELTA BLDG	NON-DEPARTMENTAL	36.19
	PUGET SOUND ENERGY	ACCT #922-456-500-3	MAINT OF GENL PLANT	39.62
	PUGET SOUND ENERGY	ACCT #433-744-264-6	PRO-SHOP	40.74
	PUGET SOUND ENERGY	ACCT.# 616-190-400-5	COMMUNITY CENTER	61.19
	PUGET SOUND ENERGY	ACCT #549-775-008-2 CITY HALL	ADMIN FACILITIES	77.28
	PUGET SOUND ENERGY	ACCT #835-819-211-3	COURT FACILITIES	101.24
	PUGET SOUND ENERGY	ACCT. # 435-851-700-3	MAINT OF GENL PLANT	114.93
	PUGET SOUND ENERGY	ACCT #753-901-800-7	PUBLIC SAFETY FAC-GENL	320.30
73207	REVENUE, DEPT OF	3RD QTR 2011 LEASEHOLD TAX	WATER/SEWER OPERATION	796.54
	REVENUE, DEPT OF		GENERAL FUND	1,311.85
	REVENUE, DEPT OF		GOLF COURSE	1,348.20
	REVENUE, DEPT OF		WATER SERVICES	2,976.60
73208	REVENUE, DEPT OF	UNCLAIMED PROPERTY 2011	WATER/SEWER OPERATION	19.08
	REVENUE, DEPT OF		WATER DIST MAINS	27.44
	REVENUE, DEPT OF		PARKS-RECREATION	30.00
	REVENUE, DEPT OF		COURTS	31.11
	REVENUE, DEPT OF		MUNICIPAL COURTS	48.19
	REVENUE, DEPT OF		GENL FUND BUS LIC & PERMI	50.00
	REVENUE, DEPT OF		WATER/SEWER OPERATION	104.74
	REVENUE, DEPT OF		GARBAGE	213.12
	REVENUE, DEPT OF		GENERAL FUND	406.00
	REVENUE, DEPT OF		WATER/SEWER OPERATION	649.51
	REVENUE, DEPT OF		UTILITY CONSTRUCTION	3,031.31
73209	ROBINETT CAPITAL ASS	UB 983029740000 3029 74TH DR N	WATER/SEWER OPERATION	47.71
73210	ROLLINS, DONNA	WATER/SEWER CONSERVATION REBAT	UTIL ADMIN	50.00
73211	SAFETY-SOURCE LLC	TRENCH SHIELD	SOURCE OF SUPPLY	97.74
	SAFETY-SOURCE LLC		SOURCE OF SUPPLY	188.42
	SAFETY-SOURCE LLC		SOURCE OF SUPPLY	445.26
	SAFETY-SOURCE LLC		SOURCE OF SUPPLY	1,803.54
73212	SAGEWIND INTERIORS,	REFUND	GENL FUND BUS LIC & PERMI	50.00
73213	SAN DIEGO POLICE EQU	AMMUNITION	POLICE TRAINING-FIREARMS	3,753.22
73214	SANDERS, DEBORAH	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
73215	SIMPLOT PARTNERS	FERTILIZER	MAINTENANCE	480.23
73216	SNO CO FINANCE	DUMP FEES	PARK & RECREATION FAC	192.00
73217	SNOPAC	ACCESS ASSESSMENT	COMMUNICATION CENTER	2,407.97
	SNOPAC	DISPATCH SERVICES	COMMUNICATION CENTER	64,984.53
73218	SONITROL	SECURITY SERVICES	PUBLIC SAFETY FAC-GENL	93.00
	SONITROL		PARK & RECREATION FAC	122.00
	SONITROL		COMMUNITY 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
73219	SOUND PUBLISHING	LEGAL ADS	COMMUNITY DEVELOPMENT-	99.68
73220	SOUND SAFETY	HEARING BAND & EAR PLUGS	SOLID WASTE OPERATIONS	87.97
	SOUND SAFETY	VESTS,RAIN & MESH PANTS,NIGHT	GENERAL SERVICES - OVERH	154.46
	SOUND SAFETY		STORM DRAINAGE	154.46
73221	STAIR, FRANK	ENDORSEMENT REIMBURSEMENT	UTIL ADMIN	61.00
73222	STATE PATROL	BACKGROUND CHECKS SEPT.2011	PERSONNEL ADMINISTRATIO	180.00
73223	STATE STREET SQUARE	UB 681190000000 9310 STATE AVE	WATER/SEWER OPERATION	515.38
	STATE STREET SQUARE		WATER/SEWER OPERATION	954.24
	STATE STREET SQUARE		WATER/SEWER OPERATION	1,241.40
73224	STRATEGIES 360	PROFESSIONAL SERVICES	NON-DEPARTMENTAL	1,750.00

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 10/13/2011 TO 10/19/2011

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
73225	TAYLOR, KAREN	CLASS REFUND	PARKS-RECREATION	36.00
73226	TEXTRON FINANCIAL	E-Z GO CART LEASE	MAINTENANCE	435.00
73227	TITLEIST	CART BAG	GOLF COURSE	127.59
	TITLEIST	NXT TOUR BALLS	GOLF COURSE	299.55
	TITLEIST	TITLEIST GOLF BALLS	GOLF COURSE	1,211.33
73228	TRANSPORTATION, DEPT	BIA PROJECT COSTS	GMA - STREET	213,361.23
73229	TULALIP TRIBES OF WA	BAIL POSTED	GENERAL FUND	500.00
73230	UNITED PARCEL SERVIC	SHIPPING EXPENSES	POLICE PATROL	53.22
73231	UNITED PIPE & SUPPLY	ONMI C2 CMP	WATER SERVICE INSTALL	1,924.39
73232	UNITED RENTALS	LIGHT TOWER	SEWER MAIN COLLECTION	457.87
73233	US ID MANUAL	IDENTIFICATION MANUAL	POLICE PATROL	82.50
73234	VCA ANIMAL MEDICAL	VET SERVICES MP 11-53681	ANIMAL CONTROL	100.00
73235	VERIZON/FRONTIER	ACCT. # 03 0254 1039572340 07	WASTE WATER TREATMENT	64.95
	VERIZON/FRONTIER	ACCT #1109792481505	UTIL ADMIN	74.92
	VERIZON/FRONTIER	ACCT #102746380105	COMMUNICATION CENTER	97.90
	VERIZON/FRONTIER	ACCT #106241644206	CENTRAL SERVICES	653.39
73236	VINSON, DANIEL	TRAVEL REIMBURSEMENT	POLICE INVESTIGATION	99.05
73237	VOLUNTEERS OF AMERIC	DISPUTE RESOLUTION	POLICE ADMINISTRATION	1,000.00
73238	WA STATE TREASURER	FORFEITED PROPERTY-STATE PORTI	DRUG SEIZURE	2,087.38
73239	WASTE MANAGEMENT	YARDWASTE & RECYCLE SERVICE	RECYCLING OPERATION	80,520.49
73240	WEBCHECK	WEBCHECK SERVICES-09.2011	UTILITY BILLING	705.00
73241	WEED GRAAFSTRA	ROW-IONE R. DRY LIVING TRUST	GMA - STREET	4,800.00
73242	WESTERN NUSERY	NANDINA SHRUB	PARK & RECREATION FAC	18.19
73243	WESTERN PETERBILT	CREDIT-CORE	EQUIPMENT RENTAL	-195.48
	WESTERN PETERBILT	CORE	EQUIPMENT RENTAL	195.48
	WESTERN PETERBILT	SLACK ADJUSTER & DRUM BRAKE	EQUIPMENT RENTAL	976.05
73244	WILBUR-ELLIS	FERTILIZERS	MAINTENANCE	555.96
73245	WILCO-WINFIELD, LLC	QUICKSILVER (2)	MAINTENANCE	280.60
	WILCO-WINFIELD, LLC	PESTICIDE	MAINTENANCE	392.70
73246	WILDERNESS HAY INC.	STRAW BALES & ALFALFA	STORM DRAINAGE	495.22

WARRANT TOTAL: **827,870.61**

LESS VOIDED CHECKS:

CHECK # 48632	UNCLAIMED PROPERTY	($18.59)
CHECK # 49388	UNCLAIMED PROPERTY	($58.00)
CHECK # 49585	UNCLAIMED PROPERTY	($58.00)
CHECK # 50381	UNCLAIMED PROPERTY	($58.00)
CHECK # 50682	UNCLAIMED PROPERTY	($11.01)
CHECK # 51202	UNCLAIMED PROPERTY	($11.75)
CHECK # 51210	UNCLAIMED PROPERTY	($19.36)
CHECK # 51293	UNCLAIMED PROPERTY	($18.59)
CHECK # 51681	UNCLAIMED PROPERTY	($58.00)
CHECK # 51961	UNCLAIMED PROPERTY	($58.00)
CHECK # 52288	UNCLAIMED PROPERTY	($27.44)
CHECK # 53178	UNCLAIMED PROPERTY	($58.00)
CHECK # 53463	UNCLAIMED PROPERTY	($58.00)
CHECK # 53985	UNCLAIMED PROPERTY	($30.00)
CHECK # 54918	UNCLAIMED PROPERTY	($50.00)
CHECK # 57204	UNCLAIMED PROPERTY	($37.77)
CHECK # 57335	UNCLAIMED PROPERTY	($132.73)
CHECK # 58662	UNCLAIMED PROPERTY	($78.79)
CHECK # 58886	UNCLAIMED PROPERTY	($364.18)
CHECK # 59500	UNCLAIMED PROPERTY	($36.04)
CHECK # 60956	UNCLAIMED PROPERTY	($104.74)
CHECK # 61490	UNCLAIMED PROPERTY	($28.67)
CHECK # 61743	UNCLAIMED PROPERTY	($19.08)

REASON FOR VOIDS:

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

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 10/13/2011 TO 10/19/2011

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
		CHECK # 62532	UNCLAIMED PROPERTY	($153.67)
		CHECK # 63240	UNCLAIMED PROPERTY	($30.78)
		CHECK # 71490	INITIATOR ERROR	($140.46)
		CHECK # 73067	INITIATOR ERROR	($2534.96)
			WARRANT TOTAL:	**823,616.00**

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 14, 2011

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

Please see attached.

RECOMMENDED ACTION: The Finance and Executive Departments recommend City Council approve the **October 26, 2011** claims in the amount of **$318,090.58** paid by **Check No.'s 73247 through 73405 with Check No. 73180 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 **$318,090.58 PAID BY CHECK NO.'S 73247 THROUGH 73405 WITH CHECK NO. 73180 VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

AUDITING OFFICER DATE

MAYOR DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **14TH DAY OF NOVEMBER 2011.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 10/20/2011 TO 10/26/2011

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
73247	AGRITURF	TURF & SOD KNIVES	SIDEWALKS MAINTENANCE	268.71
73248	ALBERTSONS	INMATE SUPPLIES	DETENTION & CORRECTION	113.18
73249	ALBERTSONS	SUPPLY REIMBURSEMENT	RECREATION SERVICES	7.00
	ALBERTSONS		COMMUNITY CENTER	10.84
	ALBERTSONS		RECREATION SERVICES	14.16
	ALBERTSONS		PARK & RECREATION FAC	24.47
	ALBERTSONS		PARK & RECREATION FAC	48.46
	ALBERTSONS		COMMUNITY EVENTS	77.23
73250	ALLIED EMPLOYERS	FINAL PAYMENT	PERSONNEL ADMINISTRATIO	1,213.06
73251	ANIMAL EMERGENCY	VET SERVICES	ANIMAL CONTROL	400.25
73252	ARLINGTON, CITY OF	3RD QTR SURFACE WTR REV. BILLI	WATER/SEWER OPERATION	20,417.73
73253	AUBURN MUNICIPAL COU	BAIL POSTED	GENERAL FUND	1,000.00
73254	BAKER, HEATHER	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
73255	BANK OF AMERICA	MEETING REIMBURSEMENT	POLICE ADMINISTRATION	13.00
73256	BANK OF AMERICA	TRAINING REIMBURSEMENT	EXECUTIVE ADMIN	45.00
73257	BANK OF AMERICA	MTG/MEAL REIMBURSEMENT	CITY COUNCIL	45.00
	BANK OF AMERICA		EXECUTIVE ADMIN	110.72
73258	BANK OF AMERICA	TRAVEL REIMBURSEMENT	POLICE TRAINING-FIREARMS	253.06
73259	BANK OF AMERICA	SUPPLY REIMBURSEMENT	RECREATION SERVICES	98.85
	BANK OF AMERICA		PARK & RECREATION FAC	103.50
	BANK OF AMERICA		COMMUNITY EVENTS	123.47
73260	BANK OF AMERICA	TRAVEL/TRAINING REIMBURSEMENT	FINANCE-GENL	74.62
	BANK OF AMERICA		CENTRAL SERVICES	135.73
	BANK OF AMERICA		EXECUTIVE ADMIN	540.00
73261	BENALLY, MARINA	INSUFFICIENT REGISTRATION	PARKS-RECREATION	22.00
73262	BLUMENTHAL UNIFORMS	UNIFORM PANT-WALL	OFFICE OPERATIONS	74.92
	BLUMENTHAL UNIFORMS	UNIFORM VEST - VEACH	DETENTION & CORRECTION	1,161.48
73263	BOYD, RAE	INMATE MEDICAL CARE	DETENTION & CORRECTION	2,435.00
73264	BRIM TRACTOR	MUFFLER, TAILPIPE	MAINTENANCE	396.01
	BRIM TRACTOR	ELEVATOR KIT, PADDLES	MAINTENANCE	415.95
73265	BRITSCH, GARY D	JURY DUTY	COURTS	26.65
73266	BUELL, DOUG	SUPPLY REIMBURSEMENT	EXECUTIVE ADMIN	46.68
73267	BUELL, JOHN	MEAL REIMBURSEMENT	UTIL ADMIN	8.60
73268	BURGESS,MARYKE	VOLUNTEER APPRECIATION EVENT	BAXTER CENTER APPRE	82.99
73269	CAPITAL INDUSTRIES	CONTAINER LIDS & CASTERS	SOLID WASTE OPERATIONS	3,208.35
73270	CAPTAIN DIZZYS EXXON	CAR WASH	ENGR-GENL	4.50
	CAPTAIN DIZZYS EXXON		PARK & RECREATION FAC	4.50
	CAPTAIN DIZZYS EXXON		PARK & RECREATION FAC	4.50
	CAPTAIN DIZZYS EXXON		ANIMAL CONTROL	18.00
	CAPTAIN DIZZYS EXXON		POLICE PATROL	238.50
73271	CARDWELL, IRATXE	INTERPRETER SERVICES	COURTS	125.00
73272	CARROT-TOP INDUSTRIE	FLAGS	GENERAL FUND	-28.67
	CARROT-TOP INDUSTRIE		PARK & RECREATION FAC	361.95
73273	CARRS ACE	LINEMEN PLIERS	ROADSIDE VEGETATION	31.93
	CARRS ACE	PADLOCKS	ER&R	390.57
73274	CELANO, JENNIFER	INSUFFICIENT REGISTRATION	PARKS-RECREATION	70.00
73275	CEMEX	CLASS B ASPHALT	SIDEWALKS MAINTENANCE	143.78
	CEMEX		WATER DIST MAINS	210.52
	CEMEX		SEWER MAIN COLLECTION	278.62
	CEMEX		SIDEWALKS MAINTENANCE	283.25
73276	CHUCKANUT GOLF CARS	GOLF CAR RENTAL	PRO-SHOP	380.00
	CHUCKANUT GOLF CARS	GOLF CART RENTAL	PRO-SHOP	380.00
73277	CLEAN CUT	DEAD TREE REMOVAL	GENERAL SERVICES - OVERH	325.80
73278	CLEAR IMAGE PHOTOGRA	CONVERSION TO DVD	GENERAL FUND	-2.33
	CLEAR IMAGE PHOTOGRA		EXECUTIVE ADMIN	29.32
	CLEAR IMAGE PHOTOGRA	INSTRUCTOR SERVICES	RECREATION SERVICES	364.00
73279	COMCAST	ACCT. # 8498 31 002 0001355	BAXTER CENTER APPRE	49.06

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 10/20/2011 TO 10/26/2011

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
73280	CONSOLIDATED ELECTRI	LAMPS	COMMUNITY CENTER	44.13
	CONSOLIDATED ELECTRI	MISC. ITEMS FOR PW SHOP	MAINT OF GENL PLANT	53.70
	CONSOLIDATED ELECTRI	LAMPS	LIBRARY-GENL	140.15
73281	COOP SUPPLY	CREDIT	STREET CLEANING	-26.06
	COOP SUPPLY	HITCH PINS, EXPANDING FOAM	WASTE WATER TREATMENT	14.94
	COOP SUPPLY	LAWNSEED	STORM DRAINAGE	48.86
	COOP SUPPLY	SHOP SUPPLIES	STREET CLEANING	91.16
73282	CORRECTIONS, DEPT OF	WORK CREW - SEPT. 2011	PARK & RECREATION FAC	227.61
73283	CROCKER, JOANN	INSUFFICIENT REGISTRATION	PARKS-RECREATION	30.00
73284	DAY WIRELESS SYSTEMS	EXPERT WITNESS	MUNICIPAL COURTS	86.88
	DAY WIRELESS SYSTEMS		MUNICIPAL COURTS	86.88
73285	DB SECURE SHRED	SHREDDING SERVICES	CITY CLERK	7.31
	DB SECURE SHRED		FINANCE-GENL	7.31
	DB SECURE SHRED		UTILITY BILLING	7.32
	DB SECURE SHRED		POLICE INVESTIGATION	40.36
	DB SECURE SHRED		POLICE PATROL	40.36
	DB SECURE SHRED		DETENTION & CORRECTION	40.36
	DB SECURE SHRED		OFFICE OPERATIONS	40.39
73286	DEPALMA, ARLINE	INSTRUCTOR SERVICES	COMMUNITY CENTER	273.60
73287	DICKS TOWING	TOWING EXPENSE MP 11-06764	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE MP 11-6693	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE MP 11-6813	POLICE PATROL	43.44
	DICKS TOWING		POLICE PATROL	43.44
73288	DUBYNE, KELLY R.	INSTRUCTOR SERVICES	RECREATION SERVICES	45.00
73289	DUNLAP INDUSTRIAL	CREDIT	ROADWAY MAINTENANCE	-103.74
	DUNLAP INDUSTRIAL	HUSKY LINE	ROADSIDE VEGETATION	35.98
	DUNLAP INDUSTRIAL	SWIK LOADER TRIMMER HEADS	ROADSIDE VEGETATION	75.35
	DUNLAP INDUSTRIAL	AIR COMPRESSOR	BUILDING MAINTENANCE	218.39
73290	E&E LUMBER	FLOODLIGHT PHOTO CELL	ADMIN FACILITIES	10.85
	E&E LUMBER	ANGLE,EYE BOLTS,FASTNERS	PARK & RECREATION FAC	21.90
	E&E LUMBER	ENAMEL,TOOL,PAINT,ROLLER COVER	PARK & RECREATION FAC	82.85
	E&E LUMBER	BIT,SPIKE,LUMBER	PARK & RECREATION FAC	108.53
	E&E LUMBER	SCREW DRIVER,UTILITY KNIFE, ET	ER&R	237.64
	E&E LUMBER	TEXTURE,COVER,TRAY LINER, ETC.	PARK & RECREATION FAC	275.41
	E&E LUMBER	YELLOW PAINT	HYDRANTS	509.88
73291	EATON, RUSSELL JOHN	JURY DUTY	COURTS	26.65
73292	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	20.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	150.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	752.00
73293	EVERETT MUNICIPAL	BAIL POSTED	GENERAL FUND	250.00
73294	EVERETT STAMP WORKS	NEW STAMP	OFFICE OPERATIONS	57.34
73295	EVERETT, CITY OF	LAB ANALYSIS	WATER QUAL TREATMENT	22.50
	EVERETT, CITY OF		WASTE WATER TREATMENT	510.30
73296	EVERGREEN SECURITY	FIRE/SECURITY MONITORING	COURT FACILITIES	117.00
73297	FLOYD, CHRIS	INSTRUCTOR SERVICES	RECREATION SERVICES	831.36
73298	FRASER-CULLEN, ELIZA	PROTEM SERVICES	MUNICIPAL COURTS	370.00
73299	FUENTES, GABRIELLA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
73300	FURNESS, ROBERT K	BOATHOUSE BILL OF SALE	PARK & RECREATION FAC	1.00
73301	GEDDIS, DAWN E	JURY DUTY	COURTS	26.65
73302	GEER, BEVERLY	RENTAL REFUND	PARKS-RECREATION	90.00
	GEER, BEVERLY		GENERAL FUND	100.00
73303	GENERAL CHEMICAL	ALUMINUM SULFATE	WASTE WATER TREATMENT	3,990.08
73304	GENUINE AUTO GLASS	REPLACE RIGHT DOOR GLASS-V007	EQUIPMENT RENTAL	211.77
73305	GOEDEN, SHARON	CLASS REFUND-SCHEDULE CONFLICT	PARKS-RECREATION	70.00

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 10/20/2011 TO 10/26/2011

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
73306	GOLDSON-SMITH, DAWN	INSTRUCTOR SERVICES	RECREATION SERVICES	36.00
73307	GOVCONNECTION INC	MEMORY UPGRADE	COMPUTER SERVICES	103.60
	GOVCONNECTION INC	VIRTUALIZATION BACKUP	CENTRAL SERVICES	2,662.91
73308	GRAFE, JANA	JURY DUTY	COURTS	21.10
73309	GRAYBAR ELECTRIC CO	CREDIT	CENTRAL SERVICES	-61.06
	GRAYBAR ELECTRIC CO	PIPE & CONDUIT CLAMPS	TRANSPORTATION MANAGEM	29.57
	GRAYBAR ELECTRIC CO	FISH TAPE, SILICONE SEALER & T	TRANSPORTATION MANAGEM	103.60
73310	GUY, AMY M	JURY DUTY	COURTS	27.76
73311	GUY, KRISTIE	MEETING REIMBURSEMENT	PERSONNEL ADMINISTRATIO	30.00
	GUY, KRISTIE	SUPPLY REIMBURSEMENT	PERSONNEL ADMINISTRATIO	39.00
73312	HANDRAN, STEVEN	JURY DUTY	COURTS	16.66
73313	HD FOWLER COMPANY	CREDIT	WATER DIST MAINS	-103.19
	HD FOWLER COMPANY	HYDRANT ADAPTERS	WATER RESERVOIRS	164.61
	HD FOWLER COMPANY	MISC. ITEMS-DITCHING PROJECT	STORM DRAINAGE	415.82
73314	HD SUPPLY WATERWORKS	2" COPPER WTR METER INSTALL	WATER SERVICE INSTALL	3,319.26
	HD SUPPLY WATERWORKS	1.5" COPPER WTR METER INSTALL	WATER SERVICE INSTALL	3,798.39
73315	HEATER, JOEL ALLEN	JURY DUTY	COURTS	17.21
73316	HILINE	ELECTRICAL TAPE,WRAP & FLASHLI	TRANSPORTATION MANAGEM	49.54
73317	HIRASHIMA, GLORIA	MEETING REIMBURSEMENT	EXECUTIVE ADMIN	25.00
73318	HORIZON	PESTICIDE	MAINTENANCE	305.75
73319	HUNTER, ANNETTE K	WITNESS FEES	MUNICIPAL COURTS	13.33
73320	HUNTER-RAMOS, STACEY		MUNICIPAL COURTS	13.33
73321	HYLARIDES, LETTIE	INTERPRETER SERVICES	COURTS	112.50
	HYLARIDES, LETTIE		COURTS	112.50
	HYLARIDES, LETTIE		COURTS	137.50
	HYLARIDES, LETTIE		COURTS	137.50
73322	INFORMATION SERVICES	TELETYPE	OFFICE OPERATIONS	1,121.80
73323	INTEGRA TELECOM	ACCT #769949	CRIME PREVENTION	11.91
	INTEGRA TELECOM		PURCHASING/CENTRAL STOI	12.80
	INTEGRA TELECOM		LEGAL-GENL	13.19
	INTEGRA TELECOM		ANIMAL CONTROL	14.76
	INTEGRA TELECOM		SOLID WASTE CUSTOMER EX	23.82
	INTEGRA TELECOM		BUILDING MAINTENANCE	24.86
	INTEGRA TELECOM		CITY CLERK	25.25
	INTEGRA TELECOM		YOUTH SERVICES	25.28
	INTEGRA TELECOM		COMMUNITY CENTER	30.93
	INTEGRA TELECOM		GOLF ADMINISTRATION	39.28
	INTEGRA TELECOM		STORM DRAINAGE	40.53
	INTEGRA TELECOM		PERSONNEL ADMINISTRATIO	41.42
	INTEGRA TELECOM		EQUIPMENT RENTAL	46.05
	INTEGRA TELECOM		RECREATION SERVICES	59.55
	INTEGRA TELECOM		FINANCE-GENL	62.67
	INTEGRA TELECOM		COMMUNITY DEVELOPMENT-	72.04
	INTEGRA TELECOM		LEGAL - PROSECUTION	72.42
	INTEGRA TELECOM		COMPUTER SERVICES	79.17
	INTEGRA TELECOM		PARK & RECREATION FAC	86.03
	INTEGRA TELECOM		EXECUTIVE ADMIN	92.61
	INTEGRA TELECOM		POLICE ADMINISTRATION	104.32
	INTEGRA TELECOM		UTILITY BILLING	105.17
	INTEGRA TELECOM		GENERAL SERVICES - OVERH	115.90
	INTEGRA TELECOM		POLICE INVESTIGATION	118.76
	INTEGRA TELECOM		ENGR-GENL	133.64
	INTEGRA TELECOM		WASTE WATER TREATMENT	140.24
	INTEGRA TELECOM		OFFICE OPERATIONS	141.25
	INTEGRA TELECOM		MUNICIPAL COURTS	156.48
	INTEGRA TELECOM		DETENTION & CORRECTION	184.08
	INTEGRA TELECOM		COMMUNITY DEVELOPMENT-	185.62

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 10/20/2011 TO 10/26/2011

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
73323	INTEGRA TELECOM	ACCT #769949	UTIL ADMIN	251.23
	INTEGRA TELECOM		POLICE PATROL	506.38
73324	J&K ASSOCIATES	DIESEL BURNER OPTIC EYE	EQUIPMENT RENTAL	311.32
73325	JUDD & BLACK	COMPACT REFRIGERATOR	WASTE WATER TREATMENT	308.42
73326	KEELEY, SEAN	INSTRUCTOR SERVICES	COMMUNITY CENTER	108.00
73327	KENNEDY/JENKS CONSUL	PROFESSIONAL SERVICES	COMMUNITY DEVELOPMENT	11,090.47
73328	KRISTOFFERSEN, MONIK	INSTRUCTOR SERVICES	RECREATION SERVICES	45.00
73329	LAKE INDUSTRIES	CONCRETE DUMP	SIDEWALKS MAINTENANCE	140.00
	LAKE INDUSTRIES	WASHED SAND	SNOW & ICE CONTROL	271.34
73330	LEE, NICOLE Y	INTERPRETER SERVICES	COURTS	127.20
73331	MARSHALL, ROCHELLE	JURY DUTY	COURTS	17.21
73332	MARYSVILLE PRINTING	BUSINESS CARDS-RICHES	POLICE PATROL	42.30
	MARYSVILLE PRINTING	2010 CAFR PRINTING	FINANCE-GENL	174.52
	MARYSVILLE PRINTING	PURCHASE ORDER BOOKS	TRANSPORTATION MANAGEM	206.69
73333	MARYSVILLE SCHOOL	FACILITY USAGE-TOTEM	RECREATION SERVICES	81.00
73334	MARYSVILLE, CITY OF	WTR/SWR/GBG-1635 GROVE ST	PUBLIC SAFETY FAC-GENL	2,438.15
73335	MINE SAFETY APPLIANC	CS CANISTER	DRUG ENFORCEMENT	939.43
73336	MINTON, JOE D	JURY DUTY	COURTS	17.21
73337	MORTON, VISOCHANEA	INTERPRETER SERVICES	COURTS	125.00
73338	MOTOR TRUCKS	CHAMBER-#236	EQUIPMENT RENTAL	177.21
73339	MOTOROLA	RADIO REPAIR	POLICE PATROL	426.80
	MOTOROLA		POLICE PATROL	426.80
73340	NATIONAL BARRICADE	ARROW BOARDS	STORM DRAINAGE MAINTEN/	238.92
	NATIONAL BARRICADE		SEWER MAIN COLLECTION	238.92
73341	NC MACHINERY COMPANY	DOZER RENTAL	STORM DRAINAGE	879.66
73342	NEXTEL	ACCT #844448815	POLICE ADMINISTRATION	40.99
	NEXTEL		UTIL ADMIN	40.99
	NEXTEL		ENGR-GENL	40.99
	NEXTEL		POLICE ADMINISTRATION	40.99
	NEXTEL		COMPUTER SERVICES	119.97
73343	NEXXPOST LLC	INK CARTRIDGE	MUNICIPAL COURTS	250.23
73344	NORTH COAST ELECTRIC	REPAIR ALLEN-BRADLEY PANEL VIE	WATER RESERVOIRS	1,077.31
73345	NORTHWEST CASCADE	HONEY BUCKET	PARK & RECREATION FAC	124.50
73346	O'BRIEN, APRIL	SUPPLY REIMBURSEMENT	CITY CLERK	8.13
73347	OATES, DEREK	TRAVEL REIMBURSEMENT	POLICE TRAINING-FIREARMS	87.05
73348	OFFICE DEPOT	OFFICE SUPPLIES	POLICE INVESTIGATION	3.25
	OFFICE DEPOT		POLICE ADMINISTRATION	4.00
	OFFICE DEPOT		POLICE INVESTIGATION	47.84
	OFFICE DEPOT		OFFICE OPERATIONS	126.87
	OFFICE DEPOT		EXECUTIVE ADMIN	205.78
	OFFICE DEPOT		POLICE PATROL	244.71
73349	OGDEN MURPHY WALLACE	LEGAL SERVICES	NON-DEPARTMENTAL	601.06
73350	OKANOGAN COUNTY JAIL	INMATE HOUSING/MEDICAL	DETENTION & CORRECTION	11,140.96
73351	ORBIT ENTERPRISES,IN	SEMI-ANNUAL BILLING-WEBSITE HO	PRO-SHOP	900.00
73352	ORKIN EXTERMINATING	INTERIOR/EXTERIOR PEST CONTROL	NON-DEPARTMENTAL	380.10
73353	PACIFIC NW BUSINESS	CREDIT	PARK & RECREATION FAC	-96.60
	PACIFIC NW BUSINESS	TONER	UTIL ADMIN	62.98
	PACIFIC NW BUSINESS		COMMUNITY DEVELOPMENT-	62.98
	PACIFIC NW BUSINESS		PARK & RECREATION FAC	96.60
	PACIFIC NW BUSINESS		POLICE ADMINISTRATION	189.89
73354	PACIFIC POWER PROD.	HOOK	MAINTENANCE	17.47
	PACIFIC POWER PROD.	ASSEMBLY-A-ARM	MAINTENANCE	30.87
	PACIFIC POWER PROD.	PIN, HOOK, BOLT	MAINTENANCE	55.97
	PACIFIC POWER PROD.	SOLID TINES	PARK & RECREATION FAC	215.42
	PACIFIC POWER PROD.	BLADES	MAINTENANCE	233.64
	PACIFIC POWER PROD.		PARK & RECREATION FAC	298.95
73355	PACIFIC TOPSOILS	TOP SOIL	SIDEWALKS MAINTENANCE	54.67

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 10/20/2011 TO 10/26/2011

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
73355	PACIFIC TOPSOILS	ASPHALT DUMP	SIDEWALKS MAINTENANCE	60.50
	PACIFIC TOPSOILS		SIDEWALKS MAINTENANCE	60.50
	PACIFIC TOPSOILS		SIDEWALKS MAINTENANCE	60.50
	PACIFIC TOPSOILS	TOP SOIL	SIDEWALKS MAINTENANCE	91.12
73356	PARTS STORE, THE	REAR AXLE WHEEL SEAL	EQUIPMENT RENTAL	20.20
	PARTS STORE, THE	BATTERY	MAINTENANCE	92.84
	PARTS STORE, THE	HYDRAULIC OIL	MAINTENANCE	131.88
	PARTS STORE, THE	FRONT BRAKE ROTOR & PAD SET	EQUIPMENT RENTAL	225.40
	PARTS STORE, THE	HYDRALUIC JACK ASSEMBLY	EQUIPMENT RENTAL	238.91
	PARTS STORE, THE	OIL FILTER, POWER LUBE,HOSE	MAINTENANCE	342.58
	PARTS STORE, THE	FILTERS,HALOGEN BULBS	ER&R	405.41
73357	PATRICKS PRINTING	WINDOW ENVELOPES	MUNICIPAL COURTS	65.92
	PATRICKS PRINTING	NCO FORMS	MUNICIPAL COURTS	160.29
73358	PEACE OF MIND	MINUTE TAKING SERVICE	CITY CLERK	114.70
73359	PERKINS COIE	LEGAL SERVICES-CEDARGROVE	WASTE WATER TREATMENT	10,126.30
73360	PETTY CASH- PW	PETTY CASH REIMBURSEMENT	UTIL ADMIN	3.39
	PETTY CASH- PW		ENGR-GENL	4.36
	PETTY CASH- PW		ENGR-GENL	5.45
	PETTY CASH- PW		STORM DRAINAGE	6.00
	PETTY CASH- PW		ROADS/STREETS CONSTRUC	7.28
	PETTY CASH- PW		EQUIPMENT RENTAL	10.00
	PETTY CASH- PW		WATER SERVICE INSTALL	10.19
	PETTY CASH- PW		EQUIPMENT RENTAL	18.57
	PETTY CASH- PW		WATER RESERVOIRS	26.78
	PETTY CASH- PW		UTIL ADMIN	76.41
73361	PLATT	WALL PLATE	UTIL ADMIN	172.54
73362	POLLARDWATER.COM	PILOT KIT	WATER DIST MAINS	171.49
73363	PROFESSIONAL POLICE	AMMUNITION	GENERAL FUND	-33.15
	PROFESSIONAL POLICE		POLICE TRAINING-FIREARMS	418.61
73364	PSSP - PUGET SOUND	SECURITY SERVICES	PROBATION	753.38
	PSSP - PUGET SOUND		MUNICIPAL COURTS	2,260.12
73365	PUD	ACCT. #2011-4209-8-DEERING	PARK & RECREATION FAC	14.75
	PUD	ACCT #2024-6103-4	UTIL ADMIN	28.32
	PUD	ACCT #2020-3113-4	PUMPING PLANT	29.74
	PUD	ACCT #2024-9948-9	COMMUNITY EVENTS	35.12
	PUD	ACCT #2016-6804-3	PARK & RECREATION FAC	37.59
	PUD	ACCT #2024-7643-8	SEWER LIFT STATION	48.31
	PUD	ACCT #2024-2648-2	PUBLIC SAFETY FAC-GENL	49.47
	PUD	ACCT #2007-9006-1	PARK & RECREATION FAC	50.85
	PUD	ACCT #2026-9433-7	TRANSPORTATION MANAGEM	57.65
	PUD	ACCT #2027-9465-7	TRANSPORTATION MANAGEM	65.55
	PUD	ACCT #2025-2469-0	PUMPING PLANT	92.84
	PUD	ACCT #2022-8858-5	TRANSPORTATION MANAGEM	97.78
	PUD	ACCT #2005-7184-2	TRANSPORTATION MANAGEM	122.25
	PUD	ACCT #2000-8403-6	TRANSPORTATION MANAGEM	124.95
	PUD	ACCT #2035-6975-1	STORM DRAINAGE	125.06
	PUD	ACCT. # 2012-2506-7-DEERING	PARK & RECREATION FAC	141.67
	PUD	ACCT #2006-2538-2	SEWER LIFT STATION	173.18
	PUD	ACCT #2020-1258-9	PARK & RECREATION FAC	184.95
	PUD	ACCT # 2035-1961-6	NON-DEPARTMENTAL	210.78
	PUD	ACCT #2032-2345-8	PARK & RECREATION FAC	321.05
	PUD	ACCT #2004-7954-1	COMMUNITY CENTER	340.62
	PUD	ACCT #2023-0972-0	TRAFFIC CONTROL DEVICES	489.06
	PUD	ACCT #2012-4769-9	STREET LIGHTING	533.76
	PUD	ACCT #2000-7044-9	TRANSPORTATION MANAGEM	542.80
	PUD	ACCT #2008-2454-8	MAINT OF GENL PLANT	1,254.33
	PUD	ACCT #2011-4725-3	PUMPING PLANT	1,835.14

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 10/20/2011 TO 10/26/2011

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
73365	PUD	ACCT #2015-7792-1	PUMPING PLANT	1,931.36
	PUD	ACCT #2003-0347-7	WATER FILTRATION PLANT	2,531.56
	PUD	ACCT.# 2020-0499-0	LIBRARY-GENL	2,615.59
	PUD	ACCT #2014-6303-1	PUBLIC SAFETY FAC-GENL	2,781.89
	PUD	ACCT. # 2014-2063-5	WASTE WATER TREATMENT	6,185.16
	PUD	ACCT #2020-7500-8	WASTE WATER TREATMENT	9,372.71
	PUD	ACCT #2017-2118-0	WASTE WATER TREATMENT	19,872.96
73366	RUSDEN, JOHN	PROTEM SERVICES	MUNICIPAL COURTS	185.00
73367	RYAN NOBACH TRUCKING	PEA GRAVEL	PARK & RECREATION FAC	27.15
73368	SAN DIEGO POLICE EQU	AMMUNITION	POLICE TRAINING-FIREARMS	1,893.77
73369	SCATES, DARIN THOMAS	JURY DUTY	COURTS	21.16
73370	SELECTIVE TREE	CUT DOWN TREES, REMOVAL OF DEB	STORM DRAINAGE	515.35
	SELECTIVE TREE	TREE REMOVAL	STORM DRAINAGE	1,629.00
73371	SHIFT EURO LLC	MICROPHONE/EAR LAPEL	GENERAL FUND	-45.41
	SHIFT EURO LLC		POLICE PATROL	573.41
73372	SKAGEN, CHRISTOPHER	JURY DUTY	COURTS	12.77
73373	SMOKEY POINT CONCRET	CONCRETE	PARK & RECREATION FAC	319.83
73374	SNO CO PUBLIC WORKS	SOLID WASTE CHARGES	SOLID WASTE OPERATIONS	113,509.00
73375	SNO CO TREASURER	INMATE HOUSING	DETENTION & CORRECTION	11,037.37
73376	SOUND PUBLISHING	LEGAL ADS	CITY CLERK	112.25
73377	SOUND SAFETY	JEANS/BOOTS-ROCHE	COMMUNITY DEVELOPMENT-	199.24
73378	SPIKES GOLF SUPPLIES	ZARMA TRI-LOK, ZARMA Q-LOK	GOLF COURSE	143.41
73379	SPRINGBROOK NURSERY	PEA GRAVEL	PARK & RECREATION FAC	50.08
	SPRINGBROOK NURSERY		PARK & RECREATION FAC	50.08
73380	STATE AUDITORS OFFIC	AUDIT PERIOD 10-10	NON-DEPARTMENTAL	631.08
	STATE AUDITORS OFFIC		ADMIN-FINANCE	631.08
73381	STATE PATROL	FINGERPRINTING SERVICES	COMMUNITY DEVELOPMENT-	26.00
	STATE PATROL		GENERAL FUND	327.25
73382	STATE PATROL	TRAVEL REIMBURSEMENT	POLICE TRAINING-FIREARMS	195.88
73383	SUMMIT LAW GROUP, LL	LEGAL SERVICES	PERSONNEL ADMINISTRATIO	3,163.50
73384	SUN BADGE CO	BADGE REPAIR	GENERAL FUND	-2.67
	SUN BADGE CO		DETENTION & CORRECTION	33.67
73385	SUN MOUNTAIN	PUSH CARTS	GOLF COURSE	214.34
73386	TAUBENECK, WALTER	WTR/SWR CONSERVATION REBATE	UTIL ADMIN	50.00
73387	THORSON, KATHY	INSUFFICIENT REGISTRATION	PARKS-RECREATION	22.00
73388	TIRE DISPOSAL & RECY	TIRE DISPOSAL FEES	EQUIPMENT RENTAL	201.70
73389	TITLEIST	TITLEIST NST TOUR GOLF BALLS	GOLF COURSE	152.85
73390	TRAFFIC SAFETY SUPPL	SOLAR FLASHING BEACONS	TRANSPORTATION MANAGEM	441.01
73391	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	84.61
	UNITED PARCEL SERVIC		POLICE PATROL	195.11
73392	UNITED RENTALS	ENGINE OIL, 2-STROKE	ER&R	168.94
73393	UTILITIES UNDERGROUN	EXCAVATION NOTIFICATION	UTILITY LOCATING	388.60
73394	UV DOCTOR LAMPS LLC	UV LAMPS	WASTE WATER TREATMENT	190.07
73395	VERIZON/FRONTIER	ACCT. # 03 0254 1065427347 10	MAINT OF GENL PLANT	8.07
	VERIZON/FRONTIER	ACCT# 03 0275 1054427570 10	EXECUTIVE ADMIN	23.48
	VERIZON/FRONTIER	ACCT #404449227007	PERSONNEL ADMINISTRATIO	56.48
	VERIZON/FRONTIER	ACCT #109471572710	POLICE INVESTIGATION	59.33
	VERIZON/FRONTIER		RECREATION SERVICES	78.65
	VERIZON/FRONTIER	ACCT #10624354707	TRANSPORTATION MANAGEM	92.53
	VERIZON/FRONTIER	ACCT #102857559902	LIBRARY-GENL	105.21
	VERIZON/FRONTIER	ACCT #404449227007	MUNICIPAL COURTS	212.51
73396	VERIZON/FRONTIER	ACCT. # 971967546-00001	TRIBAL GAMING-GENL	-36.31
	VERIZON/FRONTIER		LEGAL-GENL	43.01
	VERIZON/FRONTIER		COMPUTER SERVICES	43.01
	VERIZON/FRONTIER		ENGR-GENL	54.83
	VERIZON/FRONTIER		UTIL ADMIN	54.83
	VERIZON/FRONTIER		MUNICIPAL COURTS	54.83

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 10/20/2011 TO 10/26/2011

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
73396	VERIZON/FRONTIER	ACCT. # 971967546-00001	FINANCE-GENL	54.83
	VERIZON/FRONTIER		PARK & RECREATION FAC	54.83
	VERIZON/FRONTIER		PERSONNEL ADMINISTRATIO	54.83
	VERIZON/FRONTIER		LEGAL - PROSECUTION	109.66
	VERIZON/FRONTIER		EXECUTIVE ADMIN	120.90
	VERIZON/FRONTIER		UTIL ADMIN	129.03
	VERIZON/FRONTIER		POLICE ADMINISTRATION	480.44
	VERIZON/FRONTIER		TRIBAL GAMING-GENL	1,918.78
	VERIZON/FRONTIER		IS REPLACEMENT ACCOUNTS	4,864.49
73397	VINYL SIGNS & BANNER	BAYVIEW TRAIL SIGN	GMA-PARKS	781.92
73398	WALKER, JEARL	JURY DUTY	COURTS	18.32
73399	WAXIE SANITARY SUPPL	JANITORIAL SUPPLIES	PARK & RECREATION FAC	131.49
	WAXIE SANITARY SUPPL		MAINTENANCE	338.46
73400	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	LEGAL - PROSECUTION	610.06
73401	WESTERN SYSTEMS	REPLACEMENT BEACON	TRANSPORTATION MANAGEM	2,790.66
73402	WILKIE, ELLEN M	JURY DUTY	COURTS	21.10
73403	WOGE, CHESTER	USED GOLF BALLS	GOLF COURSE	90.00
73404	YOUNG, MARIA LOURDES	INTERPRETER SERVICES	COURTS	159.24
73405	ZEE MEDICAL SERVICE	FIRST AID RESUPPLY-CITY HALL	ADMIN FACILITIES	144.39

WARRANT TOTAL: **318,140.58**

LESS VOIDED CHECKS:

CHECK # 73180 **INITIATOR ERROR** **($50.00)**

WARRANT TOTAL: **318,090.58**

REASON FOR VOIDS:

INITIATOR ERROR
WRONG VENDOR
CHECK LOST IN MAIL
UNCLAIMED PROPERTY

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 14, 2011

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

RECOMMENDED ACTION: The Finance and Executive Departments recommend City Council approve the October 20, 2011 payroll in the amount $796,561.11 Check No.'s 24817 through 24857.
COUNCIL ACTION:

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 14, 2011

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

Please see attached.

RECOMMENDED ACTION: The Finance and Executive Departments recommend City Council approve the **November 2, 2011** claims in the amount of **$1,864,750.50** paid by **Check No.'s 73406 through 73546**.
COUNCIL ACTION:

BLANKET CERTIFICATION

CLAIMS

FOR

PERIOD-11

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **$1,864,750.50 PAID BY CHECK NO.'S 73406 THROUGH 73546** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

_____

AUDITING OFFICER DATE

_____

MAYOR DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **14TH DAY OF NOVEMBER 2011.**

_____ _____

COUNCIL MEMBER COUNCIL MEMBER

_____ _____

COUNCIL MEMBER COUNCIL MEMBER

_____ _____

COUNCIL MEMBER COUNCIL MEMBER

_____

COUNCIL MEMBER

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 10/27/2011 TO 11/2/2011

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
73406	AACE	MEMBERSHIP RENEWAL-ROCHON 1011	COMMUNITY DEVELOPMENT-	75.00
73407	ACTIVE EXCAVATOR	TRUCKING EXPENSE	SOURCE OF SUPPLY	650.85
73408	ADAMS, JARET	JURY DUTY	COURTS	25.55
73409	ALFYS PIZZA	PIZZA FOR PARKS MAINT. EVENT	PARK & RECREATION FAC	37.99
73410	ALLEN, DAVID	JURY DUTY	COURTS	12.77
73411	ALLEN, PAUL		COURTS	11.66
73412	ANDREWS, TAMARA LEE		COURTS	25.55
73413	ARAMARK UNIFORM	UNIFORM CLEANING	EQUIPMENT RENTAL	28.86
73414	ARLINGTON, CITY OF	ARLINGTON CHRISTIAN SCHOOL	SOURCE OF SUPPLY	96.73
73415	ATKINSON CONSTRUCTIO	PAY ESTIMATE #3	ROADS/STREETS CONSTRUC	767,088.95
73416	ATLAS FENCE COMPANY	36" MANGATE INSTALL	STORM DRAINAGE	380.10
73417	BENALLY, MARINA	REFUND	PARKS-RECREATION	59.00
73418	BEVAN, TODD	CLASS REFUND	PARKS-RECREATION	70.00
73419	BINGHAM, LAURIE L	JURY DUTY	COURTS	12.77
73420	BLOOD, CHRIS		COURTS	13.33
73421	BRANSCOME, MATTHEW		COURTS	26.66
73422	BRK MANAGEMENT SRVCS	EHM FOR SEPT. 2011	DETENTION & CORRECTION	2,314.00
73423	BUNTING, JERIMY	JURY DUTY	COURTS	15.55
73424	CARROT-TOP INDUSTRIE	NYLON OUTDOOR FLAGS	ER&R	-15.27
	CARROT-TOP INDUSTRIE		ER&R	192.83
73425	CARRS ACE	RIVETS & DRILL BITS	EQUIPMENT RENTAL	27.10
	CARRS ACE	MISC. ITEMS FOR TRUCK/SHOP	TRANSPORTATION MANAGEI	79.35
73426	CASCADE DISTRICT	BAIL POSTED	GENERAL FUND	340.00
73427	CASCADE RECREATION	JR DOGIPOT DISPENSER	PARK & RECREATION FAC	109.14
73428	CHAMPION BOLT	HEAD BOLT #236	EQUIPMENT RENTAL	2.43
73429	CHUCKANUT GOLF CARS	GOLF CAR RENTAL	PRO-SHOP	950.00
73430	CLEAN CUT	GRIND STUMPS	PARK & RECREATION FAC	190.05
73431	CLEAR IMAGE PHOTOGRA	INSTRUCTOR SERVICES	RECREATION SERVICES	350.00
73432	COAST CRANE COMPANY	MISC. PARTS/ITEMS FOR # 544	EQUIPMENT RENTAL	701.36
73433	COMCAST	MONTHLY BROADBAND CHARGE	COMPUTER SERVICES	209.90
73434	COMCAST	ACCT.#8498310020149949	PRO-SHOP	74.44
73435	CONSOLIDATED ELECTRI	LIGHT BULBS	COMMUNITY CENTER	50.25
73436	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	1,369.50
	CORRECTIONS, DEPT OF		DETENTION & CORRECTION	1,465.10
73437	DAGGETT, KIM	TRAVEL REIMBURSEMENT	UTIL ADMIN	272.28
73438	DENNIS, ELDON	LEOFF1 REIMBURSEMENT	POLICE ADMINISTRATION	389.00
73439	DICKS TOWING	TOWING EXPENSE MP 11-6813	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE MP 11-6971	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE MP 11-7016	POLICE PATROL	43.44
73440	DOBLER, LIZ	CLASS REFUND	PARKS-RECREATION	70.00
73441	DUGGAN, TRUDY	REFUND	PARKS-RECREATION	50.00
73442	E&E LUMBER	U-BOLTS	PARK & RECREATION FAC	3.57
	E&E LUMBER	CODE ENFORCEMENT SUPPLIES	COMMUNITY DEVELOPMENT-	8.68
	E&E LUMBER	CONCRETE	PARK & RECREATION FAC	12.81
	E&E LUMBER	PAINT SUPPLIES	MAINT OF GENL PLANT	15.39
	E&E LUMBER		MAINT OF GENL PLANT	24.76
	E&E LUMBER	U-BOLTS, BIT	PARK & RECREATION FAC	33.29
	E&E LUMBER	FASTENERS, POSTS	PARK & RECREATION FAC	107.76
	E&E LUMBER	RACHET TIE DOWNS	PARK & RECREATION FAC	140.06
73443	EVERETT, CITY OF	LAB ANALYSIS	STORM DRAINAGE	180.00
73444	EVERETT, CITY OF	ANIMALS TO SHELTER-09/2011	ANIMAL CONTROL	7,285.00
73445	EVERGREEN PRINT	RETURN ADDRESS ENVELOPES	UTILITY BILLING	131.41
	EVERGREEN PRINT	ENVELOPES	UTILITY BILLING	162.90
	EVERGREEN PRINT	PAYMENT ARRANGEMENT FORMS	UTILITY BILLING	365.21
73446	FISHER, KIMBERLY	JURY DUTY	COURTS	24.44
73447	FLOWERS, STEPHANIE	REFUND	PARKS-RECREATION	70.00
73448	FOOTJOY	SHOES	GOLF COURSE	62.55

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 10/27/2011 TO 11/2/2011

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
73448	FOOTJOY	SHOES	GOLF COURSE	91.55
73449	GBS LLC	UB 983706000000 3706 73RD DR N	WATER/SEWER OPERATION	84.57
73450	GOEHRING, NICOLLE	REFUND	PARKS-RECREATION	75.00
73451	GOVCONNECTION INC	DR RACK SUPPLIES	CENTRAL SERVICES	30.90
	GOVCONNECTION INC	WATCHGUARD FIREWALL RENEWALS	COMPUTER SERVICES	1,119.67
73452	GREG BOWLIN	UB 241221956000 12219 56TH DR	WATER/SEWER OPERATION	116.62
73453	GREG BOWLIN	UB 241221556000 12215 56TH DR	WATER/SEWER OPERATION	116.62
73454	GUY, KRISTIE	MILEAGE/PARKING REIMBURSEMENT	PERSONNEL ADMINISTRATIO	102.14
73455	HACH COMPANY	SUPPLIES FOR WWTP LAB	WASTE WATER TREATMENT	215.82
73456	HARMEET KAUR	UB 980098000680 1 PARCEL #0040	WATER/SEWER OPERATION	311.35
73457	HATCH, VIRGINIA	REFUND	PARKS-RECREATION	75.00
73458	HD FOWLER COMPANY	VALVE BOX TOPS	WATER/SEWER OPERATION	41.55
	HD FOWLER COMPANY	REPAIR CLAMPS & VALVES	WATER/SEWER OPERATION	443.03
	HD FOWLER COMPANY	WINGNUT GRIPPER, BRASS HARDWAR	WATER/SEWER OPERATION	484.16
73459	HENNIG, JEANINE TULL	INSTRUCTOR SERVICES	RECREATION SERVICES	220.32
73460	HESS, AMY	FUEL REIMBURSEMENT	CITY CLERK	37.00
73461	HEWLETT PACKARD	CREDIT	CENTRAL SERVICES	-1,201.29
	HEWLETT PACKARD	DATACENTER D.R. PROJECTSAN	CENTRAL SERVICES	2,577.47
73462	HOBSON, JESSICA	REFUND	PARKS-RECREATION	70.00
73463	HOLM, WILLIAM	JURY DUTY	COURTS	12.22
73464	HOLTON, CONNIE		COURTS	29.99
73465	HOSPODAR, JAMES	INSUFFICIENT REGISTRATION	PARKS-RECREATION	37.00
73466	HUBBS, GRACE	JURY DUTY	COURTS	19.99
73467	JACKSON, THOMAS C		COURTS	17.77
73468	JACOBSON, ERIC		COURTS	12.77
73469	JONES & CO. PETS	DOG FOOD	K9 PROGRAM	382.16
73470	KALAB, KATHY	REFUND	PARKS-RECREATION	70.00
73471	KESSELRINGS	AMMUNITION	POLICE TRAINING-FIREARMS	29.95
73472	KILLGORE, NANCY	JURY DUTY	COURTS	11.84
73473	KNIGHT, RYAN	REFUND	PARKS-RECREATION	75.00
73474	KOLLING, CASEY		PARKS-RECREATION	75.00
73475	KRESGE, JAMES P	UB 570703734001 17503 29TH DR	WATER/SEWER OPERATION	81.30
73476	L.E.E.D.	AMMUNITION	POLICE TRAINING-FIREARMS	692.52
73477	LANDER, ROSALEE	DEPOSIT REFUND	PARKS-RECREATION	95.00
	LANDER, ROSALEE		GENERAL FUND	100.00
73478	LEMOI, CHERYL	JURY DUTY	COURTS	23.87
73479	LICENSING, DEPT OF	ANDERSON, CHARLES (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	BOUDREAU, ROBERT (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	CROCKER, JOANN (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	DAL CIELO, JOSEPH (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	HERRICK, SCOTT (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	HOLLER, CYNTHIA (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	LALNODE, DARLENE (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MASON, DIANE (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MCKASSON, JAMES (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MILLER, JASON (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	NEWTON, RONALD (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	NGEP, TEEP (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	NORTON, SCOTT (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	RAPP, DAVID (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	SCHWEITER, JANET (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	SMITH, STEVEN (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	THOMAS, JEFFREY (ORIGIANL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	WARD, JENNIFER (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	WERNET, DOLAN (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	WILSON, LOUIS (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	ROWE, BARBARA (LATE RENEWAL)	GENERAL FUND	21.00

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 10/27/2011 TO 11/2/2011

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
73479	LICENSING, DEPT OF	SCHWEITER, RICHARD (LATE RENEW	GENERAL FUND	21.00
73480	LINKS TURF SUPPLY	CORE RAIL	MAINTENANCE	52.58
73481	LOWES HIW INC	LIGHT BULBS	PRO-SHOP	80.84
	LOWES HIW INC	PARTS FOR CHAIN SAW	STORM DRAINAGE	165.02
73482	MACAULAY & ASSOCIATE	PROFESSIONAL SERVICES	WATER SERVICES	3,200.00
73483	MAILFINANCE	LEASE PAYMENT	CITY CLERK	22.93
	MAILFINANCE		EXECUTIVE ADMIN	22.93
	MAILFINANCE		FINANCE-GENL	22.93
	MAILFINANCE		PERSONNEL ADMINISTRATIO	22.93
	MAILFINANCE		UTILITY BILLING	22.93
	MAILFINANCE		LEGAL - PROSECUTION	22.93
	MAILFINANCE		COMMUNITY DEVELOPMENT-	22.93
	MAILFINANCE		ENGR-GENL	22.93
	MAILFINANCE		UTIL ADMIN	22.93
	MAILFINANCE		POLICE INVESTIGATION	22.93
	MAILFINANCE		POLICE PATROL	22.94
	MAILFINANCE		OFFICE OPERATIONS	22.94
	MAILFINANCE		DETENTION & CORRECTION	22.94
	MAILFINANCE		POLICE ADMINISTRATION	22.94
73484	MARYSVILLE FIRE DIST	FIRE CONTROL/EMERGENCY AID SER	FIRE-GENL	223,268.21
	MARYSVILLE FIRE DIST		FIRE-GENL	622,480.83
73485	MARYSVILLE PAINT	PAINT SUPPLIES-JENNINGS BARN	PARK & RECREATION FAC	287.85
73486	MARYSVILLE, CITY OF	WTR/SWR-6915 ARMAR ROAD	PARK & RECREATION FAC	100.54
	MARYSVILLE, CITY OF	WTR/SWR-6915 ARMAR RD	PARK & RECREATION FAC	141.39
	MARYSVILLE, CITY OF	WTR/SWR-6915 ARMAR ROAD	PARK & RECREATION FAC	154.54
	MARYSVILLE, CITY OF	WTR/SWR-6915 ARMAR RD	PARK & RECREATION FAC	237.10
	MARYSVILLE, CITY OF	WTR/SWR-5315 64TH ST NE	PARK & RECREATION FAC	250.60
	MARYSVILLE, CITY OF	WTR-6915 ARMAR RD-IRR	PARK & RECREATION FAC	688.58
	MARYSVILLE, CITY OF	WTR/SWR/GBG-6120 GROVE ST	LIBRARY-GENL	755.92
	MARYSVILLE, CITY OF	WTR-6915 ARMAR RD-IRR	PARK & RECREATION FAC	785.78
	MARYSVILLE, CITY OF	WTR/SWR/GBG-6915 ARMAR ROAD	PARK & RECREATION FAC	2,184.63
73487	MATERIALS TESTING &	PROFESSIONAL SERVICES	ROADS/STREETS CONSTRUC	567.00
73488	MCCONNELL & ASSOC	HEARING EXAMINER FEES-09/2011	COMMUNITY DEVELOPMENT-	5,466.00
73489	METCALF, SHELLEY	INSTRUCTOR SERVICES	RECREATION SERVICES	592.13
73490	MIRANDA, AMELIA	WELLNESS RETREAT-LUNCHEON	GENERAL FUND	-6.88
	MIRANDA, AMELIA		PERSONNEL ADMINISTRATIO	86.88
73491	MOEN, PAUL	JURY DUTY	COURTS	11.66
73492	MONTGOMERY, TERRI	REFUND	PARKS-RECREATION	40.00
73493	MOUNT, HERMAN	LEOFF1 REIMBURSEMENT	POLICE ADMINISTRATION	53.00
73494	MULKEY, DAWN	UB 070068000000 5618 93RD PL N	WATER/SEWER OPERATION	52.74
73495	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WASTE WATER TREATMENT	2,792.32
73496	OFFICE DEPOT	OFFICE SUPPLIES	FINANCE-GENL	27.68
	OFFICE DEPOT		PERSONNEL ADMINISTRATIO	37.81
	OFFICE DEPOT		PARK & RECREATION FAC	47.88
	OFFICE DEPOT		UTILITY BILLING	76.77
	OFFICE DEPOT		FINANCE-GENL	101.85
	OFFICE DEPOT		LEGAL-GENL	113.70
	OFFICE DEPOT		OFFICE OPERATIONS	120.00
	OFFICE DEPOT		POLICE PATROL	129.77
	OFFICE DEPOT		RECREATION SERVICES	146.16
	OFFICE DEPOT		LEGAL-GENL	174.61
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	240.35
	OFFICE DEPOT		PARK & RECREATION FAC	265.73
73497	OLASON, MONICA	INSTRUCTOR SERVICES	RECREATION SERVICES	176.40
	OLASON, MONICA		RECREATION SERVICES	192.00
	OLASON, MONICA		RECREATION SERVICES	216.00
	OLASON, MONICA		RECREATION SERVICES	240.00

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 10/27/2011 TO 11/2/2011

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
73498	OPUS BANK	REFUND-3711 88TH ST NE	GENL FUND BUS LIC & PERMI	50.00
	OPUS BANK	REFUND-815 STATE AVE	GENL FUND BUS LIC & PERMI	50.00
73499	OUR WASHINGTON	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
73500	PACIFIC NW BUSINESS	TONER	PRO ACT TEAM	93.46
	PACIFIC NW BUSINESS		UTILITY BILLING	297.34
	PACIFIC NW BUSINESS		PARK & RECREATION FAC	568.68
73501	PACIFIC NW TITLE	LONE R DRY ALTA STANDARD OWNER	GMA - STREET	369.76
73502	PACIFIC PLUMBING	PLASTIC SEAT	UTIL ADMIN	23.10
	PACIFIC PLUMBING	FAUCET & CONNECTORS	COURT FACILITIES	58.98
	PACIFIC PLUMBING	LAUNDRY TUB	COURT FACILITIES	72.21
73503	PACIFIC POWER PROD.	BEDKNIFE (6), MISC. HARDWARE	MAINTENANCE	160.55
73504	PARTS STORE, THE	CORE DEPOSITS	EQUIPMENT RENTAL	-431.38
	PARTS STORE, THE	CORE DEPOSIT	EQUIPMENT RENTAL	-190.07
	PARTS STORE, THE	SERPENTINE BELT	EQUIPMENT RENTAL	27.82
	PARTS STORE, THE	POWER STEERING & CORE DEPOSIT	EQUIPMENT RENTAL	310.73
	PARTS STORE, THE	OIL SEAL, POWER STEERING, CORE	EQUIPMENT RENTAL	339.76
73505	PERMAGAS INC	UB 241221956000 12219 56TH DR	WATER/SEWER OPERATION	3.24
73506	PETROCARD SYSTEMS	FUEL CONSUMED	ENGR-GENL	27.56
	PETROCARD SYSTEMS		COMPUTER SERVICES	44.21
	PETROCARD SYSTEMS		STORM DRAINAGE	52.45
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	85.77
	PETROCARD SYSTEMS		BUILDING MAINTENANCE	201.96
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	435.26
	PETROCARD SYSTEMS		PARK & RECREATION FAC	683.64
	PETROCARD SYSTEMS		GENERAL SERVICES - OVERH	2,047.63
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	3,082.73
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	5,843.89
	PETROCARD SYSTEMS		POLICE PATROL	7,905.38
73507	PETTY CASH- POLICE	PETTY CASH REIMBURSEMENT	POLICE TRAINING-FIREARMS	5.99
	PETTY CASH- POLICE		POLICE ADMINISTRATION	10.99
	PETTY CASH- POLICE		POLICE INVESTIGATION	20.60
	PETTY CASH- POLICE		K9 PROGRAM	50.00
73508	POULTON, DAVID GLENN	JURY DUTY	COURTS	13.85
73509	PROPERTY 1ST	UB 980732900000 7329 38TH ST N	WATER/SEWER OPERATION	92.24
73510	PRUITT, SHERMAN	REFUND	PARKS-RECREATION	70.00
73511	PUD	ACCT.#2023-4068-3-EBEY	PARK & RECREATION FAC	16.01
	PUD	ACCT.# 2042-5421-3 SHASTA RID	PARK & RECREATION FAC	1,636.38
73512	PUD	ACCT #2027-9116-6	PUMPING PLANT	31.19
	PUD	ACCT #2009-9853-2	PARK & RECREATION FAC	38.04
	PUD	ACCT #2022-2076-0	MAINTENANCE	38.47
	PUD	ACCT #2016-1018-5	TRANSPORTATION MANAGEM	45.49
	PUD	ACCT #2023-6853-6	TRANSPORTATION MANAGEM	77.93
	PUD	ACCT #2021-4048-9	TRANSPORTATION MANAGEM	93.18
	PUD	ACCT #2016-7089-0	TRANSPORTATION MANAGEM	98.90
	PUD	ACCT #2008-6930-3	TRANSPORTATION MANAGEM	99.39
	PUD	ACCT #2021-8367-9	TRANSPORTATION MANAGEM	102.05
	PUD	ACCT #2021-0219-0	TRANSPORTATION MANAGEM	104.90
	PUD	ACCT #2021-7815-8	SEWER LIFT STATION	116.41
	PUD	ACCT #2000-8415-0	TRANSPORTATION MANAGEM	540.46
	PUD	ACCT #2026-8928-7	WASTE WATER TREATMENT	635.58
73513	RAILEY, JIMMIE DEAN	JURY DUTY	COURTS	11.38
73514	SAFEWAY INC.	SUPPLY REIMBURSEMENT	EXECUTIVE ADMIN	139.51
73515	SALON DE PORRES LLC	REFUND	GENL FUND BUS LIC & PERMI	50.00
73516	SCHILLER, KURT	JURY DUTY	COURTS	21.10
73517	SCHMIDLKOFER FAMILY	PAY ESTIMATE #4	UTILITY CONSTRUCTION	-7,520.75
	SCHMIDLKOFER FAMILY		SEWER CAPITAL PROJECTS	163,350.69
73518	SHERMAN, DEBBIE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 10/27/2011 TO 11/2/2011

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
73519	SHERWIN WILLIAMS	PAINTING SUPPLIES	PARK & RECREATION FAC	98.57
73520	SIMEONE, RAFFAELE	JURY DUTY	COURTS	11.11
73521	SIMMONS, MARGARET		COURTS	41.75
73522	SIMPLOT PARTNERS	FERTILIZER	MAINTENANCE	582.10
73523	SONITROL	CREDIT	PERSONNEL ADMINISTRATIO	-54.30
	SONITROL	SECURITY MICROPROX PATCHES	PERSONNEL ADMINISTRATIO	108.60
73524	SOUND SAFETY	GLOVES	ER&R	278.46
	SOUND SAFETY		ER&R	378.37
73525	SPRINGBROOK NURSERY	PEA GRAVEL	PARK & RECREATION FAC	25.04
	SPRINGBROOK NURSERY		PARK & RECREATION FAC	75.12
73526	STEVENS, SHERI	RENTAL DEPOSIT REFUND	GENERAL FUND	40.00
	STEVENS, SHERI		GENERAL FUND	60.00
73527	TAIT, BRIDGET	REFUND	PARKS-RECREATION	70.00
73528	TECH DEPOT	OFFICE SUPPLIES	LEGAL-GENL	199.06
73529	TERRY, ARTHUR	UB 047703000000 7703 88TH PL N	WATER/SEWER OPERATION	42.24
73530	THE ESTATE OF JOHN S	UB 241080000000 5409 105TH ST	WATER/SEWER OPERATION	122.28
73531	TRANSPORTATION, DEPT	PROJECT COSTS	ROADS/STREETS CONSTRUC	69.10
	TRANSPORTATION, DEPT		ROADS/STREETS CONSTRUC	483.40
	TRANSPORTATION, DEPT	BIA PROJECT COSTS	GMA - STREET	13,630.64
73532	TRANSPORTATION, DEPT	PROJECT COSTS	GMA-PARKS	788.26
73533	TUAZON, MARIA	JURY DUTY	COURTS	22.77
73534	TULALIP CHAMBER	BBH MEETING (11)	PERSONNEL ADMINISTRATIO	23.00
	TULALIP CHAMBER		PARK & RECREATION FAC	23.00
	TULALIP CHAMBER		UTIL ADMIN	23.00
	TULALIP CHAMBER		EXECUTIVE ADMIN	46.00
	TULALIP CHAMBER		FINANCE-GENL	46.00
	TULALIP CHAMBER		CITY COUNCIL	92.00
73535	ULTRA ELECTRIC LLC	NEW CIRCUIT & CONNECTORS-PSB	PUBLIC SAFETY FAC-GENL	130.32
73536	UNEXPECTED PRODUCTIO	WELLNESS LUNCHEON	PERSONNEL ADMINISTRATIO	350.00
73537	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	131.64
73538	VALERA, SHANNON	REFUND	PARKS-RECREATION	70.00
73539	VANDERVOET, DARCY	UB 761359042001 7626 66TH PL N	WATER/SEWER OPERATION	12.09
73540	VERIZON/FRONTIER	ACCT #102954091901	COMMUNITY DEVELOPMENT-	53.96
	VERIZON/FRONTIER	ACCT #102241136800	MUNICIPAL COURTS	53.97
	VERIZON/FRONTIER	ACCT #102954091901	UTIL ADMIN	53.97
	VERIZON/FRONTIER	ACCT #103441136808	MUNICIPAL COURTS	53.97
	VERIZON/FRONTIER	ACCT. #030278102564566904-DEER	PARK & RECREATION FAC	55.79
	VERIZON/FRONTIER	ACCT.# 030275105943275009	STREET LIGHTING	75.06
	VERIZON/FRONTIER	ACCT. # 030211109943275106	STREET LIGHTING	87.33
73541	VILLAVICENCIO, JORGE	REFUND	PARKS-RECREATION	70.00
73542	WASCHELL, DARCI	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
73543	WIDENER & ASSOC	PROFESSIONAL SERVICES	GMA - STREET	2,416.78
73544	WILLIAMS, WARREN	JURY DUTY	COURTS	44.42
73545	WINTER, KEITH B	UB 760027000000 7012 53RD PL N	WATER/SEWER OPERATION	49.27
73546	WOODMANSEE, LAUREN	INSTRUCTOR SERVICES	RECREATION SERVICES	333.90

WARRANT TOTAL: **1,864,750.50**

AMENDMENT TO
LEASE AGREEMENT WITH OPTION TO PURCHASE

WHEREAS, by Lease Agreement with Option to Purchase dated December 22, 2009 (hereinafter the "Lease"), the CITY OF MARYSVILLE, as Landlord and Seller, agreed to lease and granted an option to purchase to BOYS AND GIRLS CLUBS OF SNOHOMISH COUNTY, as Tenant and Purchaser, affecting the following-described property:

> That portion of Lot 1, Lot 2 and the South half of Lot 3, Block 2, Edward Steele's Second Addition to Marysville, according to the plat recorded in Volume 5 of Plats, Page 12, Records of Snohomish County, Washington, lying Westerly of the following-described line:
>
> Commencing at the Southwest corner of said Lot 1;
> Thence North 89°36'23" East, along the South line of said Lot 1, a distance of 129.00 feet to the True Point of Beginning of the line to be described;
> Thence North a distance of 105.00 feet;
> Thence North 25°48'25" West a distance of 55.70 feet;
> Thence North 0°07'18" West a distance of 143.85 feet to a point in the North line of the South half of said Lot 3, and said line there terminating.
>
> ALSO KNOWN AS New Parcel 1 of City of Marysville BLA No. 09-003 recorded under Snohomish County Auditor's file no. 200908185003.
>
> Situate in the County of Snohomish, State of Washington.
>
> Snohomish Tax Parcel: PORTION OF 005856-002-001-00
>
> Commonly known as 1019 (aka 1010) Beach Avenue, Marysville, WA 98270

hereinafter the "Lease Premises"; and

WHEREAS, said Lease requires Tenant to pay rent annually on December 31st of each year commencing December 31, 2009, and continuing through December 31, 2024, in a variable amount; and

WHEREAS, the total amount of rent to be paid under the Lease is an amount equal to Landlord's acquisition costs for the Lease Premises ("City Debt"), less $487,500 in grant funds applied in reimbursement of the City Debt, and less rents paid under Tenant's 2009 lease of the Leased Premises and applied in reimbursement of the City Debt, plus servicing charges for the City Debt ("Debt Servicing Charges"); and

WHEREAS, the amount of rent due on December 31, 2009 was $5,750.00, which amount was timely paid; and

WHEREAS, thereafter Tenant was to pay rent on December 31st of each year in an amount equal to the unreimbursed balance of the City Debt, divided by the number of lease payments left under the lease, plus Landlord's Debt Serving Charges for the calendar year ending on the date rent is due; and

WHEREAS, a Lease payment in the sum of $27,535.31, representing one fifteenth (1/15) of the unpaid principal balance of the City Debt plus City's 2010 Debt Service Charges, was due on December 31, 2010, but was not paid; and

WHEREAS, a lease payment in the sum of $27,571.52 was paid on April 24, 2011; and

WHEREAS, Tenant desires that the December 31, 2010 rent payment be deferred, and that the April 24, 2011 rent payment be applied as the rent payment due December 31, 2011;

NOW, THEREFORE,

FOR AND IN CONSIDERATION OF the covenants contained herein and the mutual benefits, the parties hereby covenant and agree to amend the Lease Agreement with Option to Purchase as follows:

1. **Change in Rent Payment Schedule**: The Lease is amended to provide that no rent shall be due on December 31, 2010. The $27,571.52 rent payment made on April 24, 2011 shall apply as the December 31, 2011 rent payment. The next rent payment shall be due on December 31, 2012, and shall be in an amount equal to one thirteenth (1/13) of the unreimbursed City Debt plus City's Debt Service Charges for calendar years 2011 and 2012. Commencing on December 31, 2013, and on each December 31st throughout the remaining term of the Lease, Tenant shall pay annual rent in the amount of the unreimbursed acquisition costs for the Lease Premises, divided by the number of rent payments left under the Lease, plus all unreimbursed Debt Service Charges through the date the rent is due.

2. **Waiver of Late Payment Fee**: Landlord hereby waives the late fee for the December 31, 2010 rent payment; provided, said waiver shall not be deemed a waiver of the right to be paid future rent payments in a timely manner or to be paid a late charge for any future rent payment as provided in paragraph 3(i) of the Lease with Option to Purchase.

All terms and conditions of the Lease Agreement with Option to Purchase dated December 22, 2009, not specifically modified herein, shall remain in full force and effect, unchanged by this amendment. In the event of any conflict between language contained in this amendment and the Lease Agreement with Option to Purchase, this amendment shall be deemed to prevail. Unless specifically modified herein, the parties retain all rights and responsibilities as stated in the Lease with Option to Purchase.

DATED this _____ day of _____, 2011.

CITY OF MARYSVILLE

By_____
JON NEHRING, Mayor

BOYS AND GIRLS CLUBS
OF SNOHOMISH COUNTY

By_____
BILL TSOUKALAS
Executive Director

ATTEST:

_____
SANDY LANGDON
City Clerk/Finance Officer

APPROVED TO AS FORM:

_____
GRANT K. WEED, City Attorney

STATE OF WASHINGTON)
)ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that JON NEHRING is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the 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 _____, 2011.

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

STATE OF WASHINGTON)
)ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that BILL TSOUKALAS is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Executive Director of BOYS AND GIRLS CLUBS OF SNOHOMISH COUNTY to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2011.

_____

_____

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

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 14, 2011

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

This amendment is the fourth amendment to the Interlocal Agreement between the City of Marysville and the Tulalip Tribes for Jail Services. This amendment will change the length of time Tulalip Tribes inmates may be housed at Marysville Detention Facility from 30 days to 90 days after sentencing Section 2 Paragraph 3 ACCEPTANCE OF PRISONERS, Section (3b) effective May 24, 2011.

Extend the length of the ILA to December 31, 2015, bring the agreement current and confirm the process that has been in practice since 2007.

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

RECOMMENDED ACTION: Staff recommends that council authorize the Mayor to sign the Fourth Amendment to the ILA with the Tulalip Tribes for jail services.
COUNCIL ACTION:

THE TULALIP TRIBES
Resolution No. 2011-413

Marysville Jail Contract Interlocal Agreement

WHEREAS the Board of Directors is the governing body of the Tulalip Tribes under the Constitution and Bylaws Art. IV, Sec. 1.B. of the Tribes and approved by the United States Commissioner of Indian Affairs and the Secretary of the Interior on January 24, 1936, pursuant to the Act of June 18, 1934 (48 Stat. 984, 25 U.S.C. §476); and

WHEREAS, pursuant to Art. VI. Section 1.L. the Board of Directors is authorized to promote the peace safety and morals of the Tulalip Reservation; and

WHEREAS, the Board has found that it is necessary to amend and update the Interlocal Agreement and jail contract with the City of Marysville.

NOW THEREFORE BE IT **RESOLVED**, by the Board of Directors of the Tulalip Tribes that Fourth Amendment to the Interlocal Agreement with the City of Marysville as attached, is approved and ratifying all prior amendments to the said Interlocal Agreement for Jail Services are ratified; and the Chairman may sign the agreement for the Tribes.

ADOPTED by the Board of Directors of the Tulalip Tribes of Washington at a regular meeting assembled on the 30 of September, 2011, with a quorum present, by a vote of 6 for and 0 against.

THE TULALIP TRIBES OF WASHINGTON

Melvin R. Sheldon, Jr., Chairman

ATTEST:

Marie Zackuse, Secretary

AFTER RECORDING RETURN TO:
City of Marysville
1049 State Street
Marysville, WA 98270

FOURTH AMENDMENT OF INTERLOCAL AGREEMENT FOR JAIL SERVICES – TULALIP

Amending Paragraph 3 Section b (3 b)
Relating to 90 days Detention Facility Limits
Effective September 1, 2011
And
Paragraph 5 Duration /Renewal
September 1, 2011 to December 31, 2015
Effective September 1, 2011
And
Amendment of Schedule "A":

Schedule "A" Effective September 1, 2011: Booking Fee from $32 to $40, Inmate Transfer administrative fee from $10.00 to $20.00, Daily Maintenance Fee from $52.00 to $62.00, (Bed space as needed based on space available) and Transportation Fee (new in 2010) $40.00 per trip; with a COLA up to 2.25% increase per year on Booking Fees and Daily Maintenance Fees; and

Schedule "A" Effective January 1, 2007 – December 31, 2009: Daily Maintenance fee is changed from $50.00 to $52.00

THIS FOURTH AMENDMENT TO THE INTERLOCAL AGREEMENT FOR JAIL SERVICES is entered into between the City of Marysville (hereinafter CITY/Marysville), a political subdivision of the State of Washington, and the Tulalip Tribes of Washington (hereinafter the TRIBES/Tribes), a federally recognized Indian tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934, as amended, 25 U.S.C §476, governed by the Board of Directors of the Tulalip Tribes of Washington as provided in Article VI of the Constitution and Bylaws of the Tribes, and recognized as a "public agency" as defined in RCW 39.34.020.

Recitals

WHEREAS, Chapters 39.34, 35A.13 and 70.48 RCW authorize cities and Tribal Governments to enter into contracts for jail services that specify the responsibilities of each party; and,

WHEREAS, Marysville and the Tribes entered into the INTERLOCAL AGREEMENT FOR JAIL SERVICE recorded on December 8, 2004 recording #200412080520 with the Snohomish County Auditor; and,

WHEREAS, Marysville and the Tribes entered into the FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICE recorded on December 13, 2005 recording #200512130904 with the Snohomish County Auditor; and,

WHEREAS, Marysville and the Tribes entered into the SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICE amending "SCHEDULE A" which was signed by the City of Marysville on November 13, 2006. It is not clear if said Amendment was signed by the Tribes. However, the parties operated pursuant to the terms and conditions of the SECOND AMENDMENT - SCHEDULE A from January 1, 2007 through December 31, 2009 and do not dispute any jail services, rates, payments made or received for the period effective January 1, 2007 through December 31, 2009 ; and,

WHEREAS, Marysville and the Tribes desired to enter into a THIRD AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES. While this Amendment was prepared and circulated for execution, it has not been formally approved by the Marysville City Council or by the Tribes. However, the parties have operated pursuant to the terms and conditions of the THIRD AMENDMENT since January 1, 2010 to date; and,

WHEREAS, Maryville and the Tribes wish to authorize, confirm and ratify that the renewal period, past jail services, rates and payments between January 1, 2007 and to the effective date of this FOURTH AMENDMENT date are true, correct; and undisputed,

WHEREAS, the City of Marysville adopted Ordinance 2859, effective May 23, 2011, amending Marysville Municipal Code Chapter 2.45 relating to Jail/Detention Facilities; a "Detention Facility" being a 90 jail day facility by definition pursuant to RCW 70.48.040 (4).

> RCW 70.48.040 (4) "Detention facility" means a facility operated by a governing unit primarily designed, staffed, and used for the temporary housing of adult persons charged with a criminal offense prior to trial or sentencing and for the housing of adult persons for purposes of punishment and correction after sentencing or persons serving terms not to exceed ninety days.

WHEREAS, Marysville and the Tribes wish to amend Paragraph 3 Section b (3 b) of the Interlocal Agreement for Jail Services to utilize the 90 day facility limit instead of the 30 day limit effective September 1, 2011; and,

WHEREAS, Marysville and the Tribes wish to adopt provisions regarding Paragraph 5 DURATION – RENEWAL renewing the AGREEMENT effective September 1, 2011 through December 31, 2015; and,

WHEREAS, Marysville and the Tribes agree to Amend Schedule "A" as adopted and attached to this FOURTH AMENDMENT and as set forth in Section 4 below;

WHEREAS, the Tulalip Tribes by the Tulalip Board of Directors on _____, 2011 authorized entry into this FOURTH AMENDMENT OF INTERLOCAL AGREEMENT FOR JAIL SERVICES.

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

Section 1. Ratification of Prior Written But Unsigned Amendments. The parties hereby authorize, confirm and ratify that the past Agreement renewals, jail services, rates and payments between January 1, 2007 and December 31, 2009 were true and correct and accurately reflect the agreement of the parties.

Section 2. Paragraph 3 ACCEPTANCE OF PRISONERS, Section b (3 b) of the Agreement shall be amended to read as follows Effective September 1, 2011:

b. Prisoners may not be incarcerated in the Marysville Jail longer than ~~thirty (30)~~ ninety (90) days or contrary to any federal or state statutes or regulations or constitutional requirements for the Marysville Jail. Should an inmate serve his/her ~~30~~-90 day sentence in the Marysville Jail and still have additional days of jail time, Tribes will have the option of transporting their inmates to another facility or have Marysville transport with reimbursement by Tribes of Marysville's actual costs. Should transportation be required for Tribes inmates to appear in other than the Marysville Municipal Courts, transportation will be the responsibility of Tribes.

Section 3. Paragraph 5 DURATION – RENEWAL of the INTERLOCAL AGREEMENT FOR JAIL SERVICE recorded on December 8, 2004 is amended to read as follows Effective September 1 1, 2011:

5. DURATION – RENEWAL.

A. The initial term of this agreement shall commence October 1, 2004 and shall expire on December 31, 2006. Prior to the expiration of the initial term and exercise of the option to renew this agreement the parties shall review this agreement for any mutually agreed upon changes. Tribes and the City confirm and agree to the ~~shall have an option to~~ renewal of this agreement for a two (2) year term commencing on January 1, 2007 and ending on December 31, 2009. Said renewals shall be subject only to

mutual written agreement of the parties with the rate and payment set forth in Schedule A.

B. The parties agree that the Agreement shall be renewed for a Six (5) year period of time commencing on September 1, 2011, and ending on December 31, 2015. Pursuant to this section, the parties may agree to additional one or two year renewal terms by written agreement with the rate and payment set forth in Schedule A or as Schedule A maybe amended.

Section 4. **Schedule "A",** is amended as adopted and attached to this agreement as follows:

Schedule "A" Effective September 1, 2011: Booking Fee from $32 to $40, Inmate Transfer administrative fee from $10.00 to $20.00, Daily Maintenance Fee from $52.00 to $62.00, (Bed space as needed based on space available) and Transportation Fee (new in 2010) $40.00 per trip; with a COLA up to 2.25% increase per year on Booking Fees and Daily Maintenance Fees; and

Schedule "A" Effective January 1, 2007 – December 31, 2009: Daily Maintenance fee is changed from $50.00 to $52.00; and,

Section 5. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services and all Amendments thereto remain in place and shall be unchanged by this agreement.

Section 6. APPROVALS AND FILING. Each party shall approve this Agreement by motion, resolution, ordinance or otherwise pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be recorded with the Snohomish County Auditor's office or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source pursuant to RCW 39.34.040

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____2011

CITY OF MARYSVILLE

_____
John Nehring, Mayor
Dated: _____

TULALIP TRIBES OF WASHINGTON

_____
Mel Sheldon, Chairman, Board of Directors
Dated: _____

Attest: _____
April O'Brien, City Clerk

Approved as to form

_____ _____
Grant K. Weed, City Attorney , Reservation Attorney

SCHEDULE A
Effective September 1, 2011

Booking fee $40.00**

Should Marysville decide to collect booking fees pursuant to RCW 70.48.390 from the funds possessed by the prisoner or defendant directly at the time of booking, the booking fee to be paid by the Tribes for such prisoner or defendant shall be adjusted by a credit in favor of the Tribes of that sum actually paid by the prisoner or defendant.

Inmate Transfer Administrative Fee $20.00

In cases where Tribal prisoners are relocated to another jail facility the Tribes agrees to reimburse Marysville for the actual rates and fees charged by such other jail facility.

Marysville Transportation Fee (new in 2010) $40.00 per trip

Daily maintenance fee $62.00 **

Bed space as needed based on space available

**Yearly COLA Increase on Booking Fees and Daily Maintenance Fees

Booking and Daily Maintenance Fees will be increased at a rate of 100% of the Seattle CPI-W June Index for the year prior with a minimum of 0% to a maximum of 2.25%. The rate increase will occur on January 1 of each year unless otherwise negotiated and agreed by the parties. (For example the June 2010 Seattle CPI-W index will set the amount of the September 1, 2011 - increase to Booking and Daily Maintenance Fees.)

SCHEDULE A
Effective January 1, 2007 – December 31, 2009

Booking fee $32.00

* Should Marysville decide to collect booking fees pursuant to RCW 70.48.390 from the funds possessed by the prisoner or defendant directly at the time of booking, the booking fee to be paid by the Tribes for such prisoner or defendant shall be adjusted by a credit in favor of the Tribes of that sum actually paid by the prisoner or defendant.

Inmate transfer administrative fee $10.00

* In cases where Tribal prisoners are relocated to another jail facility the Tribes agrees to reimburse Marysville for the actual rates and fees charged by such other jail facility.

Daily maintenance fee $52.00

*The Tribes agrees to contract for five (5) beds per day, 365 or 366 days per year at a rate of $52.00 per day per bed.

AFTER RECORDING RETURN TO:
City of Marysville
City Administrator
1049 State Street
Marysville, WA 98270

INTERLOCAL AGREEMENT
FOR JAIL SERVICES

THIS INTERLOCAL AGREEMENT FOR JAIL SERVICES is entered into between the City of Marysville (hereinafter CITY), a political subdivision of the State of Washington, and the Tulalip Tribes of Washington (hereinafter the TRIBES), a federally recognized Indian tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934, as amended, 25 U.S.C §476, governed by the Board of Directors of the Tulalip Tribes of Washington as provided in Article VI of the Constitution and Bylaws of the Tribes, and recognizes as a "public agency" as defined in RCW 39.34.020.

Recitals

WHEREAS, Chapters 39.34, 35A.13 and 70.48 RCW authorize cities to enter into contracts for jail services that specify the responsibilities of each party; and,

WHEREAS, the Tulalip Tribe adopted resolution _____ by the Tulalip Board of Directors on___(date)_____., authorizing entry into this agreement,

WHEREAS, the Tulalip Indian Reservation (hereinafter the "RESERVATION") is located in part in within the corporate limits of Snohomish County; and,

WHEREAS, Marysville has a jail facility, and the Tribe desires to enter into this agreement to utilize Marysville's jail facility and the terms and conditions of this agreement; and,

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

1. DEFINITIONS. Unless the context clearly shows another usage is intended, the following terms shall have the following meanings in this agreement:

a. Marysville Jail means a place owned and operated by Marysville primarily designed, staffed and used for the housing of adults charged with a criminal offense; for the punishment and correction of offenders after conviction of a criminal defense; or for confinement and/or holding during a

criminal investigation, or a civil detention to enforce a court order. As of the date of the execution of this agreement, this jail is located at 1635 Grove, Marysville, Washington.

b. Tribal prisoner means a person arrested by Tribal Police and held and confined in the Marysville Jail (either pre- or post-trial) pursuant to a violation of a Tribal Law or a violation of state law which designates the crime for which the person is held to be a misdemeanor or gross misdemeanor. The term Tribal prisoner shall not include a person arrested for a felony offense by Tribal Police, a person arrested on a warrant issued by another jurisdiction or for charges initiated by a non-Tribal Police officer, or a person charged by the County Prosecutor with a felony or an attempt to commit a felony, even if there is a plea to or a conviction of a lesser offense. A Tribal prisoner shall not include juveniles.

2. JAIL AND HEALTH SERVICES.

a. For prisoners accepted under this Agreement, Marysville shall accept Tribal prisoners and furnish jail facilities, booking, custodial services, and personnel for the confinement of Tribal prisoners equal to those Marysville provides for the confinement of its own prisoners. Medical costs for emergency or necessary health care for Tribal prisoners shall be the responsibility of Tribe. In the event an inmate is transported to the hospital, the hospital shall be directed to bill Tribe directly. With respect to inmate prescriptions, Tribe agrees to utilize the same pharmacies as Marysville, and Tribe shall be billed directly for its inmates' prescriptions. Tribe retains the option to contract with medical providers to provide medical service to Tribal prisoners. Marysville shall notify Tribe prior to outside medical care being provided for a Tribal prisoner; provided, however, that when emergency medical care is required in life-threatening circumstances, the notification may occur as soon as practicable, which may be after emergency medical care has been provided.

b. The Tribe will be responsible for all prisoner transport and the costs of transport, including but not limited to court other jail facilities and to medical care provides. The Tribe may request Marysville to provide assistance with the transport of prisoners when Marysville Jail and police staffs are available.

3. ACCEPTANCE OF PRISONERS.

a. Tribe understands that Marysville will accept prisoners on a nonexclusive basis under this Agreement. The acceptance of prisoners is subject to space being available. Marysville reserves the right to reserve space in the jail for its anticipated prisoner needs and may require the removal of Tribal prisoners to accommodate Marysville prisoners. If Tribal prisoners are to be displaced and must be removed from the jail, Marysville agrees to provide Tribe with twenty four (24) hours notice in writing that the Tribal prisoner must be removed.

b. Prisoners may not be incarcerated in the Marysville Jail longer than thirty (30) days or contrary to applicable federal or state statutes or regulations or constitutional requirements for the Marysville Jail. Should an inmate serve his/her 30-day sentence in the Marysville Jail and still have additional days of jail time, Tribe will have the option of transporting their inmates to another facility or have Marysville transport with reimbursement by Tribe of Marysville's actual costs. Should transportation be required for Tribal inmates to appear in other than the Marysville Municipal Courts, transportation will be the responsibility of Tribe.

c. Tribe agrees that if any Tribal prisoner is deemed out of control or dangerous by the personnel at the Marysville Jail, on eight (8) hours' notice from Marysville to Tribe, Tribe shall make arrangements to remove and transport to another facility. Marysville may also refuse to book any persons who are suspected to be an extreme danger to themselves or to other inmates. In cases where an Tribal prisoner has obvious medical needs, Tribe shall transport such prisoner to a medical facility for treatment

prior to being booked into Marysville's Jail. In all cases, Tribal officers will remain at the Marysville Jail until the prisoner is accepted by the Marysville custody staff.

4. RATE AND PAYMENT.

Tribe shall pay Marysville at a rate per prisoner on a 24-hour basis (or portion of 24 hours) set out in Schedule A attached hereto. Said rates shall be adjusted from time to time by mutual agreement in advance of the renewal of any term of this agreement as provided in Section 5. Tribe shall be responsible for all costs for the transport of its prisoners.

a. Payment shall be made promptly by Tribe to Marysville within thirty (30) days after a monthly statement is submitted by Marysville to Tribe.

b. The Tribe may examine the relevant books and records kept by Marysville to verify charges. If an examination reveals an improper charge, an adjustment shall be applied to the next month's statement, or if the agreement has terminated, by an appropriate payment from one to the other. The parties agree to meet at least once each year to examine and verify charges for the previous year. The parties shall enter into a written agreement verifying and reconciling charges for the previous year and closing the books on an annual basis.

c. Should the prisoner be sentenced to pay a portion of the daily rate, that amount will be deducted from the full daily rate.

5. DURATION – RENEWAL.

The initial term of this agreement shall commence October 1, 2004 and shall expire on December 31, 2006. Not less than Forty-five (45) days prior to the expiration of the initial term and exercise of the option to renew this agreement the parties shall review this agreement for any mutually agreed upon changes. Tribe shall have an option to renew this agreement for a two (2) year term commencing on January 1, 2007 and ending on December 31, 2009. Said renewals shall be subject only to mutual written agreement of the parties with the rate and payment set forth in Schedule A.

6. RECORD KEEPING (BOOKING).

Marysville agrees to maintain a system of record keeping relative to the booking and confinement of each Tribal prisoner in such style and manner as equivalent to Marysville's records pertaining to its own prisoners. Such records shall include, but not be limited to, the following information: defendant's name, charge, booking date, release date, and manner of release (i.e., personal recognizance, bond, cash bail). Along with monthly billing statements, Marysville shall submit to Tribe or its authorized representatives copies of said records.

7. BOOKING PROCEDURE.

Prisoners will be booked by Marysville according to procedures and policies of Marysville by completing for each such Tribal prisoner an appropriate booking sheet with a copy to be provided to Tribe, if requested. Personal property will be held by Marysville in the same manner as for its own prisoners.

8. RELEASE OF TRIBAL PRISONERS FROM MARYSVILLE JAIL.

No Tribal prisoner confined in the Marysville jail subject to this Agreement shall be released except:

a. When requested by a member of Tribal Police Department;

b. In compliance with an order of a court with jurisdiction over the Tribal prisoner and the subject matter.

c. For appearance in court; (Transportation and security during transport and court appearance shall be the responsibility of the Tribe and not the City of Marysville.)

d. For interviews by Tribal Police or attorneys;

e. If the prisoner has served his or her sentence or the charge pending against the prisoner has been dismissed; or

f. As determined by the Marysville Chief of Police or his designee as part of a plan to reduce prisoner population as a result of facility overcrowding; PROVIDED, however, Marysville and Tribal prisoners shall be released or relocated to a mutually agreed upon facility on a "first in first out" basis.

g. Where in the discretion of the custody/patrol supervisor or jail administrator such release is warranted, Marysville shall notify Tribal Police of such event as soon as possible.

9. ALTERNATIVE/PARTIAL CONFINEMENT.

Upon the written request or consent of the Tribe, Tribal prisoners shall be considered for Marysville's alternative and partial confinement programs on an equal basis with Marysville prisoners and subject to the same rules and regulations, as well as potential sanctions, for program rule violations. Tribe shall have access to all alternative sentencing options which are available now and which may become available in the future. Prisoner participation in such programs may be limited to an operational capacity as identified by Marysville. Alternative and partial confinement programs shall include, but not be limited to, work release and work crew. It is understood by the parties that the term "alternative confinement program" shall include electronic home monitoring.

10. ACCESS TO TRIBAL PRISONERS.

All Tribal Police officers, investigators, interpreters, mental health professionals, the prosecuting attorney and the prisoner's counselor or assigned counsel shall have the right to interview the prisoner inside the confines of the Marysville Jail, subject only to necessary security rules. Interview rooms will be made available to Tribal Police and others in equal priority with those made available for Marysville prisoners.

11. OPERATION OF JAIL.

Marysville agrees to operate the jail to current professional standards and practices in accordance with all state and federal standards, whether set by constitution, statute or regulation. Tribe shall receive equal treatment to that supplied to Marysville's own prisoners.

12. CONSENT TO JURISDICTION AND TRIBE EXPRESS LIMITED WAIVER OF SOVEREIGN IMMUNITY.

Nothing in this Agreement shall be construed to cede or alter any primary police enforcement jurisdiction of any party to this Agreement, to modify the legal requirements for arrest or search and seizure, to otherwise modify legal rights of any person not a party to this agreement, to accomplish any act contrary to state or federal law, or to subject the parties to any liability to which they would not already be subject to by law; WITH THE FOLLOWING EXCEPTION:

The Tulalip Tribe of Washington does hereby expressly consent to jurisdiction of the courts of the State of Washington as having exclusive jurisdiction to hear, resolve and enter final judgment on any legal dispute by and between the parties to this agreement and/or their affected officers, officials, and employees, concerning the interpretation of this agreement, enforcement of any of its provisions, and any complaints or counterclaims for monetary damages and/or equitable relief for any alleged or actual breach of any provision of this agreement and/or for the enforcement of any such final judgment entered by any court of the State of Washington regarding such matters.

For this limited purpose only, the Tulalip Tribe of Washington does hereby expressly waive its right to sovereign immunity and its right to assert sovereign immunity status or defense in the courts of the State of Washington for any such legal claim or complaint for the interpretation and/or enforcement of this agreement, and/or for any complaints or counterclaims for monetary damages or equitable relief for any breach of this agreement, and/or for the enforcement of any such final judgment entered by any court of the State of Washington regarding such matters.

13. INDEMNIFICATION.

a. Except as otherwise provided in 13(c), Tribe agrees to defend, indemnify and hold harmless Marysville and its officers, agents and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever by reason of or arising out of any act or omission of Tribe, its officers, agents and employees, or any of them in arresting, detaining, charging or transporting prisoners. In the event that any suit based upon such a claim, action, loss or damage is brought against Marysville, Tribe shall defend the same at its sole cost and expense; provided, that Marysville retains the right to participate in said suit if any principle of governmental or public law is involved; and if a final judgment is rendered against Marysville, its officers, agents, employees or any of them or jointly against Marysville and Tribe and their respective officers, agents and employees or any of them, Tribe shall satisfy and discharge the same.

b. Except as otherwise provided in 13(c), Marysville shall defend, indemnify and hold harmless Tribe and its officers, agents and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever by reason of or arising out of any act or omission of Marysville, its officers, agents and employees, or any of them in confining or releasing persons who have been presented to and accepted by the Marysville Jail by Tribe, its officers, agents and employees while said persons are in the Jail or in the custody of Marysville outside the Jail, except to the extent said claim, action, loss or damage is the result of the negligence of Tribe. In the event that any suit based upon such a claim, action, loss or damage is brought against Tribe, Marysville shall defend the same at its sole cost and expense, provided that Tribe retains the right to participate in said suit if any principle of governmental or public law is involved, and if a final judgment is rendered against Tribe, its officers, agents and employees or any of them, or jointly against Tribe and Marysville and their respective officers, agents and employees or any of them, Marysville shall satisfy and discharge the same.

c. In the event of the concurrent negligence of the parties, each party shall be responsible for payment of any claim or judgment in proportion to the percentage fault attributed to that party.

d. The indemnities provided for in this paragraph 13 shall apply to all legal costs and attorneys' fees incurred by the party indemnified. In any action to enforce the indemnities provided for in this paragraph, the prevailing party shall be entitled to recovery of costs and attorneys' fees for the enforcement of these indemnities.

14. INSURANCE /IMMUNITIES.

The TRIBE agree to procure and maintain occurrence based insurance policy (ies) with commercial insurers admitted to write in the State of Washington in an amount no less than Five Million Dollars($5 million) per occurrence, Ten Million ($10 million) Annual Aggregate for all potential liability set forth in section 8 and including but not limited to insuring against claims for false imprisonment, false arrest, public liability, property damage, police professional liability, and violation of civil rights, and shall maintain the policy in full force and effect during the life of the AGREEMENT. If this AGREEMENT is terminated for any reason,

the TRIBE agrees to carry the insurance for all actions taken under this AGREEMENT until such time as the protection from suit is granted by the statute of limitations. In the event the coverage is on a claims-made basis, the TRIBE agree to insure that the coverage extends to the statute of limitations in each policy year.

The Insurance Company or the TRIBE shall provide written notice to the CITY within thirty (30) days after any reduction in the general aggregate of occurrence limit. The TRIBE shall provide the CITY with a certificate of insurance prior to the contract effective date and shall provide the CITY a copy of the above insured policy upon its receipt, including any endorsements to said policy after the date of its issuance.

As previously set forth in greater detail in paragraph 12 of this Agreement, the TRIBE waive its' rights to assert sovereign immunity as a defense to any law suit or complaint for indemnification by the CITY pursuant to the AGREEMENT and consents to the jurisdiction of the courts of the State of Washington to hear and resolve any such lawsuit or complaint. The parties agree that in discharging this indemnification obligation, the CITY shall look first to the proceeds of insurance procured by the TRIBE herein and the policy of insurance obtained by the TRIBE shall prohibit the insurer from asserting a defense of sovereign immunity to the claim made under the policy. The TRIBE agree to assign over to the CITY, at its request, any and all of its rights against the insurer to effectuate a payment of its indemnification provision. Should any claim for indemnification exceed the limit of the insurance policy arising from the entry of a final judgment or decree in any court, or by settlement of a civil action mutually agreed to by the CITY and the TRIBE, the TRIBE hereby waive any claim of immunity or exemption for any assets it holds up to the amount necessary to discharge fully the indemnity obligation and the costs of collection.

All immunities enjoyed by the TRIBE under state, federal or tribal law shall inure to the benefit of the CITY when acting under the terms of this AGREEMENT.

Nothing in this AGREEMENT shall preclude the TRIBE, the CITY, or their employees, agents or representatives from seeking the benefits and protections of the Federal Tort Claims Act. It is expressly agreed and understood that the indemnification provided for in this AGREEMENT is for the benefit of the TRIBE and the CITY only and there is no intention by the parties to confer any rights hereunder to any third party, intentionally, unintentionally or by implication.

15. GOVERNING LAW, VENUE AND DISPUTE RESOLUTION.

This AGREEMENT shall be governed by, construed, and enforced in accordance with the laws of the State of Washington. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance, or breach of this AGREEMENT, including without limitation and claim based upon contract, tort or statute, shall brought in the Superior Court Washington for Snohomish County. The parties may, on a case by case basis, agree to mediation, arbitration or binding arbitration. Judgments entered either by agreed binding arbitration or by Snohomish County Superior Court may be entered in the Snohomish County Superior Court and enforced in the same manner as any other judgment. Any appeal of final judgments will be to the appellate courts of the State of Washington in the manner provided for in their rules.

16. TERMINATION OF AGREEMENT.

Tribe shall provide written notice of its intent to terminate this agreement without cause not less than 180 days prior to expiration of this agreement. Marysville shall provide written notice of its intent to terminate this agreement not less than one hundred eighty (180) days prior to expiration of this agreement (or any renewal thereof). In the event of termination of this agreement (or any extension thereof), the parties will work cooperatively to ensure the orderly transition of defendants from Marysville jail to the new facility.

Termination of this AGREEMENT by any party does not affect or diminish authority exercised prior to the effective date of such termination. Termination shall not relieve any party of its agreement to insure without

interruption or indemnify each other party as required herein for liability or expense arising out of actions prior to the time of termination, withdrawal or revocation becomes effective.

17. WAIVER.

No waiver of any right under this Agreement shall be effective unless made in writing by the authorized representative of the party to be bound thereby. Failure to insist upon full performance on any one or several occasions does not constitute consent to or waiver of any provision contained herein.

18. ASSIGNMENT.

Neither this Agreement nor any interest herein or claim hereunder shall be assigned or transferred, in whole or in part, by either Marysville or Tribe to any other person or entity without the prior written consent of the other party. In the event that such prior written consent to an assignment is granted, the assignee shall assume all duties, obligations and liabilities of its assignor stated in this Agreement.

19. INDEPENDENT CONTRACTOR.

Each party to this agreement is an independent contractor with respect to the subject matter herein. Nothing in this agreement shall make any employee of Marysville an employee of Tribe, and vice versa, for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges according to either city's employee by virtue of their employment. At all times pertinent hereto, employees of Marysville are acting as Marysville employees and employees of Tribe are acting as Tribal employees.

20. PARTIAL INVALIDITY.

Whenever possible, each provision of this agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provisions of this agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect.

21. ASSIGNABILITY.

The rights, duties and obligations of either party to this agreement may not be assigned to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

22. NO THIRD-PARTY RIGHTS.

Except as expressly provided herein, nothing in this agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of any nonperformance hereunder.

23 ENTIRE AGREEMENT.

This agreement constitutes the entire agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendment hereto.

24. SEVERABILITY.

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

25. INTEGRATION.

This written Agreement constitutes the complete and final agreement between Marysville and Tribe. There are no other oral or written agreements between the parties as to the subjects covered by this Agreement. No

changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties.

26. NOTICES AND ADMINISTRATOR.

Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

TO TULALIP TRIBE:
Tulalip Tribal Police
7720 Waterworks Road
Marysville, WA 98271

TO CITY OF MARYSVILLE:
Chief of Police
1635 Grove Street
Marysville, WA 98270

The Marysville Chief of Police shall serve as Marysville's administrator or responsible official for this Agreement. PHONE NUMBER CONTACT (360) 651-5050

The Chief of Police for Tribe shall serve as TRIBE administrator or responsible official for this Agreement. PHONE NUMBER CONTACT (360) 651-4608

27. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington as they now read or are hereafter amended.

28. AMENDMENTS

No changes or modifications to this AGREEMENT shall be valid or binding upon the parties unless such changes or modifications are mutually agreed to in writing and executed by the parties in the same manner and formality as this original agreement.

29. APPROVAL AND FILING.

Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office pursuant to RCW 39.34.040.

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

CITY OF MARYSVILLE

Dennis Kendall, Mayor

Dated: 10-20-04

Attest:

GERRY BECKER, City Clerk

TULALIP TRIBE OF WASHINGTON

Stan Jones Sr, Chairman, Board of Directors

Dated: 11-2-04

/mv/ila.jail services - Tulalip Final 9-04

Approved as to form

Grant K. Weed, City Attorney

Michael Taylor, Reservation Attorney

/mv/ila.jail services - Tulalip Final 9-04

SCHEDULE A

Booking fee $32.00

* Should Marysville decide to collect booking fees pursuant to RCW 70.48.390 from the funds possessed by the prisoner or defendant directly at the time of booking, the booking fee to be paid by the Tribe for such prisoner or defendant shall be adjusted by a credit in favor of the Tribe of that sum actually paid by the prisoner or defendant.

Inmate transfer administrative fee $10.00

* In cases where Tribal prisoners are relocated to another jail facility the Tribe agrees to reimburse Marysville for the actual rates and fees charged by such other jail facility.

Daily maintenance fee $50.00

*Effective October 15, 2004 – December 31, 2004 the Tribe agrees to contract for jail beds on an as needed basis.

*Effective January 1, 2005 – to termination or revision of the agreement, the Tribe agrees to contract for ten (10) beds per day, 365 or 366 days per year, 300 bed days per month. The Tribe will only be billed for additional bed days after they have used 300 bed days per month at a rate of $50.00 per day per bed.

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 11/14/2011

AGENDA ITEM: Phase I of the City of Marysville's Smokey Point Feasibility Study, Professional Services Agreement, Supplemental Agreement No. 3	
PREPARED BY: Kari Chennault DEPARTMENT: Engineering	DIRECTOR APPROVAL:
ATTACHMENTS: Supplemental Agreement No. 3	
BUDGET CODE: 40250594.563000 D0801	AMOUNT: $0.00

SUMMARY:

This Supplemental Agreement is for a no cost time extension to Phase 1 of the City of Marysville's Smokey Point Feasibility Studies Professional Services Agreement dated July 28, 2008. This Supplemental Agreement would extend the contract end date to December 31, 2012 in order to allow additional time to coordinate with the regulatory agencies.

RECOMMENDED ACTION: Staff recommends that Council Authorize the Mayor to sign Supplemental Agreement No. 3 to the Professional Services Agreement with Otak, Inc. to authorize a no cost time extension.

RECEIVED

SEP 23 2011

CITY OF MARYSVILLE
PUBLIC WORKS &
COMMUNITY DEVELOPMENT

SUPPLEMENTAL AGREEMENT NO. 3
TO
PROFESSIONAL SERVICES AGREEMENT
FOR
CITY OF MARYSVILLE
AND
OTAK, INC.

This Supplemental Agreement No. **3** is made and entered into on the ____ day of _____, 2011, between the City of Marysville, hereinafter called the "City" and **Otak, Inc.**, hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for the **development of Phase 1 of the City of Marysville's Smokey Point Feasibility Study**, hereinafter called the "Project," said Agreement being dated **July 28, 2008**; and

WHEREAS, both parties desire to supplement said Agreement, by extending the time for completion of the work,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein or attached and incorporated, and made a part hereof, the parties hereto agree as follows:

Each and every provision of the Original Agreement for Professional Services dated **July 28, 2008**, shall remain in full force and effect, except as modified in the following sections:

3. Article III, Section III.3 of the Original Agreement, "TIME OF PERFORMANCE", is amended to provide that all work shall be completed no later than **December 31, 2012**.

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

Original Agreement	**$281,000.00**
Supplemental Agreement No. 1	**$95,050.00**
Supplemental Agreement No. 2	**<< No Cost Time Extension >>**
Supplemental Agreement No. 3	**<< No Cost Time Extension >>**
Grand Total	**$376,050.00**

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

CITY OF MARYSVILLE

By: _____
Jon Nehring, Mayor

CONSULTANT

By: Russell Gaston
Russ Gaston, Principal

ATTEST/AUTHENTICATED:

_____
City Clerk

APPROVED AS TO FORM:

_____
Marysville City Attorney

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 14, 2011

<table>
<tr><td>AGENDA ITEM:
PA 11021 – Lakewood Neighborhood Rezone</td><td colspan="2">AGENDA SECTION:
New Business</td></tr>
<tr><td>PREPARED BY:
Chris Holland, Senior Planner</td><td colspan="2">APPROVED BY:</td></tr>
<tr><td rowspan="2">ATTACHMENTS:
1. Ordinance, Site Map & PC Recommendation
2. PC Public Hearing Minutes, dated 09/27/11
3. PC Workshop Minutes, dated 09/13/11
4. Application Materials</td><td colspan="2"></td></tr>
<tr><td>MAYOR</td><td>CAO</td></tr>
<tr><td>BUDGET CODE:</td><td colspan="2">AMOUNT:</td></tr>
</table>

DESCRIPTION:

The Community Development Department initiated a NON-PROJECT action area-wide rezone of approximately 77-acres of property from BP (Business Park) to CB (Community Business). The rezone area is generally located south of 156th Street NE, east of BNSF Railway and west of Twin Lakes Avenue.

The Comprehensive Plan identifies the area for rezoning to CB if a road extension is programmed and funded for construction. The I-5 overpass at 156th Street NE is currently under construction, satisfying this rezone requirement.

The Planning Commission held a duly advertised public hearing for the rezone application on September 27, 2011 and adopted Finding, Conclusions and Recommendation of approval of the rezone subject to one (1) condition, attached hereto.

RECOMMENDED ACTION:
Staff recommends Council affirm the recommendation of the Planning Commission, rezoning the property from BP to CB, and authorize the Mayor to sign the ordinance amending the official zoning map of the City.
COUNCIL ACTION:

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, AFFIRMING THE RECOMMENDATION OF THE PLANNING COMMISSION, REZONING APPROXIMATELY 77-ACRES OF PROPERTY GENERALLY LOCATED SOUTH OF 156TH STREET NE, EAST OF BNSF RAILWAY AND WEST OF TWIN LAKES AVENUE FROM BP (BUSINESS PARK) TO CB (COMMUNITY BUSINESS), AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY.

WHEREAS, Community Development Staff initiated a NON-PROJECT action area-wide rezone of approximately 77-acres of property generally located south of 156th Street NE, east of BNSF Railway and west of Twin Lakes Avenue, Marysville, Washington, said property being depicted in **Exhibit A** attached hereto; and

WHEREAS, the Marysville Comprehensive Plan identifies the area for rezoning from BP (business park) to CB (community business) if a road extension is programmed and funded for construction; and

WHEREAS, the City of Marysville has recently awarded a contract for construction of an I-5 overpass at 156th Street NE, and construction has commenced, satisfying the rezone requirement outlined in the Marysville Comprehensive Plan; and

WHEREAS, on September 2, 2011, the City issued a State Environment Policy Act (SEPA) Threshold Determination of Nonsignificance (DNS), which addresses the environmental impacts of the NON-PROJECT action area-wide rezone; and

WHEREAS, the City of Marysville Planning Commission held a public workshop to discuss the proposed NON-PROJECT action area-wide rezone on September 13, 2011; and

WHEREAS, the City of Marysville Planning Commission held a public hearing on the proposed NON-PROJECT action area-wide rezone on September 27, 2011 and adopted Findings, Conclusions and Recommendation of approval of the rezone subject to one (1) condition, as set forth in the attached **Exhibit B**; and

WHEREAS, the Marysville City Council held a public meeting on the proposed NON-PROJECT action area-wide rezone on November 14, 2011 and concurred with the Findings, Conclusions and Recommendation of the Planning Commission;

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

Section 1. The Findings, Conclusions and Recommendation of the Planning Commission, as set forth in the attached **Exhibit B**, are hereby approved and adopted by this reference, and the City Council hereby finds as follows:

(1) The rezone is consistent with the purposes of the Marysville Comprehensive Plan;
(2) The rezone is consistent with the purpose of Title 22 MMC;

(3) There have been significant changes in the circumstances to warrant the rezone; and
(4) The benefit or cost to the public health, safety and welfare is sufficient to warrant the rezone.

Section 2. The property of approximately 77-acres generally located south of 156th Street NE, east of BNSF Railway and west of Twin Lakes Avenue, Marysville, Washington as depicted in the attached **Exhibit A** is hereby rezoned from BP (business park) to CB (community business).

Section 3. The zone classification for the property depicted in **Exhibit A** shall be perpetually conditioned upon strict compliance with the condition that all future project action development proposals for the property shall be subject to all applicable provisions of the Marysville Municipal Code and project level SEPA review at the time of application as provided in the Conclusion of the Planning Commission in attached and incorporated **Exhibit B**. Violation of the condition of said decision may result in reversion of the property to the previous zoning classification and/or may result in enforcement action being brought by the City of Marysville.

Section 4. The official zoning map of the City of Marysville is hereby amended to reflect the reclassification of the property from the zoning designation of BP (business park) to CB (community business) as depicted in **Exhibit A**.

Section 5. Severability. If any section, subsection, sentence, clause, phrase or work of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

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

_____, 2011.

CITY OF MARYSVILLE

By: _____
JON NEHRING, MAYOR

Attest:

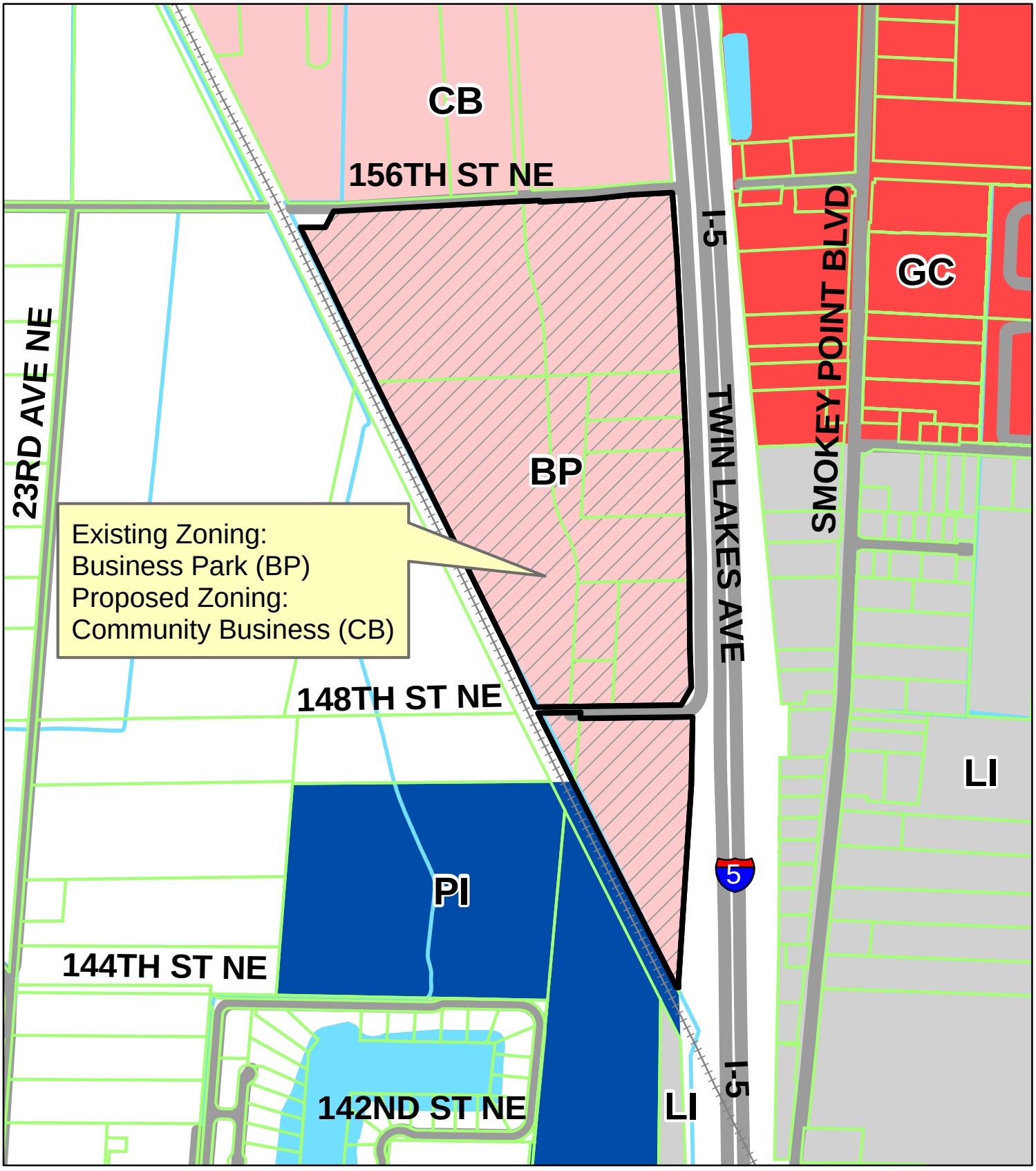
By: _____
CITY CLERK

Approved as to form:

By: _____
GRANT K. WEED, CITY ATTORNEY

Date of Publication: _____

Effective Date: _____



CITY OF Marysville WASHINGTON

Lakewood Neighborhood Area-wide Rezone

EXHIBIT A

N

0 500 1,000 Feet

Rezone area | General Commercial | Light Industrial | Community Business | Public-Institutional

EXHIBIT B

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

PC Recommendation – Lakewood Neighborhood Rezone

The Planning Commission (PC) of the City of Marysville, having held a public hearing in review of a NON-PROJECT staff initiated action requesting approval of an area-wide Rezone to change the land use designation of approximately 77-acres from BP (business park) to CB (community business) on September 27, 2011, and having considered the exhibits and testimony presented, does hereby enter the following findings, conclusions and recommendation for consideration by the Marysville City Council:

FINDINGS:

1. The City of Marysville Staff initiated a NON-PROJECT action area-wide rezone of approximately 77-acres of property from BP (Business Park) to CB (community business).
2. The proposed rezone area is located within a portion of Planning Area No. 11 – "*Lakewood Neighborhood*" and is generally located south of 156th Street NE, east of BNSF Railway and west of Twin Lakes Avenue
3. The Comprehensive Plan land use designation of the proposed area-wide rezone area is Business Park. However, the Comprehensive Plan identifies the area for rezoning to Community Business if a road extension is programmed and funded for construction.
4. The City of Marysville has recently awarded a contract for construction of an I-5 overpass at 156th Street NE, satisfying the rezone requirement.
5. The PC held a public work session to review the NON-PROJECT action Rezone, as described above, on September 13, 2011.
6. A Threshold Determination of Non-Significance (DNS) was issued on September 2, 2011, satisfying the State Environmental Policy Act (SEPA) requirements of Chapter 197-11 WAC.
7. The PC held a duly-advertised public hearing on September 27, 2011 and received testimony from city staff and the public.
8. At the public hearing the PC reviewed and considered all of the application materials and Exhibits 1 – 13, including a Staff Recommendation and comments received from the public and reviewing agencies.

CONCLUSIONS:

At the public hearing, held on September 27, 2011, the PC recommended adoption of the NON-PROJECT action staff initiated Rezone, subject to the condition outlined in the Staff Recommendation, attached hereto as **Exhibit A**, as reflected in the PC minutes, attached hereto as **Exhibit B**.

RECOMMENDATION:

Forwarded to City Council as a Recommendation of Approval of the NON-PROJECT action staff initiated area-wide Rezone this ***27th day of September, 2011***.

By: _____
Stephen Leifer, Planning Commission Chairman

EXHIBIT A

CITY OF Marysville WASHINGTON

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

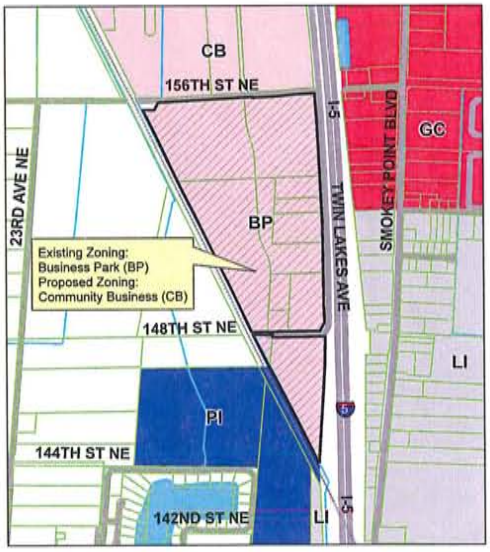
STAFF RECOMMENDATION – Lakewood Neighborhood Rezone

File Number:	PA 11021
Date of Report	September 23, 2011
Date of Hearing	September 27, 2011
Applicant:	City of Marysville
Contact:	Chris Holland City of Marysville Community Development Department 80 Columbia Avenue Marysville, WA 98270 (360) 363-8207 cholland@marysvillewa.gov
Location of Proposal:	Generally located south of 156th Street NE, east of BNSF Railway and west of Twin Lakes Avenue
Assessor Parcel Number(s):	31053200400100, 31053200401300, 31053200101300, 31053200103200, 31053200102600, 31053200101400, 31053200100900, 31053200102500, 31053200102700, 31053200101600, 31053200101100 & 31053200100300
Current Use:	Single-family residences, farming activity, commercial nursery and a Snohomish County PUD No. 1 substation
Property size:	Approximately 77-acres
Comp. Plan Designation:	Business Park
Current Zoning:	BP (business park)
Proposed Zoning:	CB (community business)
Nature of Request:	Area wide NON-PROJECT action Rezone from BP (business park) to CB (community business)
STAFF RECOMMENDATION:	*RECOMMEND APPROVAL TO MARYSVILLE CITY COUNCIL FOR FORMAL ADOPTION BY ORDINANCE*

1.0 FINDINGS

Description of Proposal: A NON-PROJECT action area-wide rezone of approximately 77-acres of property from BP (Business Park) to CB (community business). If the proposed rezone request is approved by City Council, all future project action development proposals will be subject to all applicable Marysville Municipal Codes (MMC) and project level State Environmental Policy Act (SEPA) review, at the time of application.

Location of Proposal: The rezone area is generally located south of 156th Street NE, east of BNSF Railway and west of Twin Lakes Avenue, as depicted. Assessor's Parcel Number(s) (APNs) within the proposed area wide rezone include 31053200400100, 31053200401300, 31053200101300, 31053200103200, 31053200102600, 31053200101400, 31053200100900, 31053200102500, 31053200102700, 31053200101600, 31053200101100 & 31053200100300.



Site Description: Existing single-family residences and associated accessory structures, commercial nursery buildings and greenhouses and a Snohomish County PUD No. 1 substation occupy the proposed area-wide rezone area.

Surrounding properties to the north, south and west is comprised of undeveloped pasture land and a few single-family residences. I-5 is located to the east.

Critical Areas: A critical areas analysis has not been completed for the area-wide rezone. The Middle West Fork of Quilceda Creek is located along the entire west perimeter of the rezone area. This portion of Quilceda Creek is classified as a Type F stream requiring a 150' natural vegetated buffer from the ordinary high water mark. The NON-PROJECT action area-wide rezone will have no impacts to critical areas or buffers.

Access and Circulation: Twin Lakes Avenue provides access to the proposed NON-PROJECT action area-wide rezone area via 172nd Street NE (SR 531). The City of Marysville recently awarded a contract for construction of an I-5 overpass at 156th Street. The new I-5 overpass will provide Marysville and Arlington residents living east of the I-5 corridor a secondary route of access to/from the proposed rezone area.

City of Marysville Comprehensive Plan: The proposed rezone area is located within a portion of Planning Area No. 11 – "*Lakewood Neighborhood.*" The Comprehensive Plan land use designation of the proposed area-wide rezone area is Business Park. However, the Comprehensive Plan identifies the area for rezoning to Community Business if a road extension is programmed and funded for construction. The City of Marysville has recently awarded a contract for construction of an I-5 overpass at 156th Street NE, satisfying the rezone requirement.

After evaluation of the application materials, and other supporting documentation on file with the City, the proposed NON-PROJECT action area-wide rezone is consistent with the pertinent development goals and policies outlined in the Marysville Comprehensive Plan.

Title 19 MMC, *Zoning*: Pursuant to MMC 22G.010.420, *Zone reclassification*, a zone reclassification (rezone) shall be granted only if an applicant demonstrates that the proposal is consistent with the comprehensive plan and complies with the following criteria:

a) There is a demonstrated need for additional zoning as the type proposed;
b) The rezone is consistent and compatible with uses and zoning of the surrounding properties;
c) There have been significant changes in the circumstances of the property to be rezoned or surrounding properties to warrant a rezone; and
d) The property is practically and physically suited for the uses allowed in the proposed rezone.

The Community Development Department provided written responses to the rezone criteria outlined above. After evaluation of the responses, application materials and other supporting documentation on file with the City, the proposed rezone, complies with the rezone criteria and pertinent development standards outlined in Title 22 MMC, *Unified Development Code*.

Project History: The NON-PROJECT action rezone application was submitted and determined to be complete on August 4, 2011. A duly advertised public hearing has been scheduled before the Planning Commission on Tuesday, September 27, 2011 7:00 PM at Marysville City Council Chambers.

Public Comments: As of the date of this report, no comments have been received from the public or surrounding property owners. The application was routed to affected departments and public agencies, and the comments received, to date, are outlined in **Exhibit 9**.

Conformance with State Environmental Policy Act: After evaluation of the environmental checklist and supporting documentation submitted with the application, and review of information on file with the City, a Determination of Non-Significance (DNS) was issued on September 2, 2011. No appeals on the DNS were filed on or before the September 19, 2011 deadline. This determination is hereby adopted by reference as part of this report as **Exhibit 10**.

2.0 CONCLUSIONS

1. The City of Marysville is proposing a NON-PROJECT action area-wide rezone of approximately 77-acres of property from BP (Business Park) to CB (community business).
2. The NON-PROJECT action area-wide rezone application was submitted and determined to be complete on August 4, 2011.
3. The proposed rezone area is located within a portion of Planning Area No. 11 – "*Lakewood Neighborhood*" and is generally located south of 156th Street NE, east of BNSF Railway and west of Twin Lakes Avenue
4. The Middle West Fork of Quilceda Creek is located along the entire west perimeter of the rezone area. The NON-PROJECT action area-wide rezone will have no impacts to critical areas or buffers.
5. Twin Lakes Avenue provides access to the proposed NON-PROJECT action area wide rezone area via 172nd Street NE (SR 531).
6. A new I-5 overpass at 156th Street NE will provide Marysville and Arlington residents living east of the I-5 corridor a secondary route of access to/from the proposed rezone area.
7. The proposed rezone area is located within a portion of Planning Area No. 11 – "*Lakewood Neighborhood*."

8. The Comprehensive Plan land use designation of the proposed area-wide rezone area is Business Park. However, the Comprehensive Plan identifies the area for rezoning to Community Business if a road extension is programmed and funded for construction.

9. The proposed NON-PROJECT action area-wide rezone is consistent with the pertinent development goals and policies outlined in the Marysville Comprehensive Plan.

10. The proposed NON-PROJECT action area-wide rezone complies with the rezone criteria and pertinent development standards outlined in Title 22 MMC, *Unified Development Code*.

11. The proposed NON-PROJECT action area-wide rezone will make appropriate provisions for the public use and interest, health, safety, and general welfare.

12. As of the date of this report, no comments have been received from the public or surrounding property owners.

13. A DNS was issued on September 2, 2011, satisfying the State Environmental Policy Act (SEPA) requirements.

14. A duly advertised public hearing has been scheduled before the Planning Commission on Tuesday, August 25, 2011 7:00 PM at Marysville City Council Chambers.

3.0 STAFF RECOMMENDATION

Based on the foregoing findings and conclusions, the Community Development Department recommends ***APPROVAL*** of the NON-PROJECT action area-wide rezone from BP (business park) to CB (community business), subject to the following condition.

All future project action development proposals will be subject to all applicable Marysville Municipal Codes (MMC) and project level State Environmental Policy Act (SEPA) review, at the time of application.

Prepared by: _____

Reviewed by: _____

EXHIBIT B

MARYSVILLE PLANNING COMMISSION

September 27, 2011 **7:00 p.m.** **City Hall**

CALL TO ORDER
Chair Leifer called the September 27, 2011 meeting to order at 7:19 p.m. noting the excused absence of Rob Toyer. He noted that the public hearing would be delayed shortly while waiting for a fourth Commissioner to form a quorum.

Chairman:	Steve Leifer
Commissioners:	Matthew Chapman, Marvetta Toler, Jerry Andes, Eric Emery
Staff:	CAO/Community Development Director Gloria Hirashima, Senior Planner Chris Holland, and Recording Secretary Amy Hess
Absent:	Rob Toyer

PUBLIC COMMENT:

Chair Leifer solicited any comment from the audience other than what is on the agenda. Seeing none, he closed this portion of the meeting and proceeded on with the Agenda.

CURRENT BUSINESS:

Impact Fee Discussion:

Chair Leifer described the last meeting and the work that had been accomplished; including the option of a fee reduction rather than deferral.

Commissioner Andes was interested in the School Districts position that they have already reduced their impact fees and were not interested in giving up any more. Chair Leifer indicated that it was his perception that the Districts were not interested in reducing their impact fees any further. Chair Leifer also felt that the Commission needed to work through this issue with Council and felt that it was important to set up a joint meeting with the City Council as they have the final say on this matter. Chair Leifer suggested that it was important to bring outside view points to Council.

Commissioner Toler arrived at 7:24 p.m.

ORIGINAL

Motion made by Commissioner Andes to continue the Public Hearing for Impact Fee Deferral/Reduction for an indefinite period of time, seconded by Commissioner Chapman. Motion carries, (4-0).
Chair Leifer questioned the deferral of fees now and the potential of recovering the fees based on increased development in the future. CAO Hirashima replied that it was very speculative and difficult to say if the fee reduction would result in increased development. Ms. Hirashima noted that she would do some research to see if any study had been conducted anywhere else. She added that she heard that Mountlake Terrace and Arlington had just completed a fee reduction or deferral ordinances and that she would be looking into those jurisdictions.

Commissioner Andes questioned if Staff could take a look at all impact fees and where any fees might be able to be cut or reduced.

Commissioner Emery arrived at 7:30 p.m.

CAO Hirashima discussed analysis that could be done as far as what areas could withstand a fee reduction. She added that the School District's had made it known that they were surprised and disappointed that the discussion at the previous meeting had gone down the path of fee reduction. Chair Leifer noted that he wasn't sure if there was an easy resolution to the matter and the problems that the school districts face, but he felt there were some solutions that could solve the problem in a long term manner rather than the archaic manner being used now. He also felt that it needs to be brought to the surface and looked at. He concluded that it would be to everyone's benefit to get together and discuss these issues.

Commissioner Emery wanted to reiterate that we need to look more than two years down the road; that we should be looking at 10 years in the future. The school district had made it apparent that they really were looking for a two year plan of any fee deferral program. He felt that the current economic problems were not going to end in 2 years. He was sympathetic to the hardships the school districts could face. He felt that getting people here was what was most important. We may not have all the infrastructure we need right off the bat. Commissioner Emery was willing to have things be difficult for a couple of years in order to generate some taxes in the future. He really felt that we need to bite the bullet for a short period of time in order to get people here.

Commissioner Toler discussed a statistic from the NAR that for every home that was sold, $98,000 worth of commissions and goods was generated. She thought this could be very beneficial to our local economy.

PUBLIC HEARING:

Lakewood Neighborhood Area-Wide Rezone

Mr. Holland discussed the item in front of the Commission and being heard at the Public Hearing tonight. He described the history behind the area subject to the proposed rezone. Mr. Holland noted that the two parcel numbers that had been left off of the master permit

application and environmental checklist had been added and the corrections were reflected in the PC packets.

Mr. Holland stated that he had fielded a phone call from a property owner in the area, adding that they would be more than willing to work with the City in the future for access over the BNSF Railway and had no objections to the proposed rezone. He had not fielded any other public comment or testimony at this point. Staff was recommending the Commission recommend approval of the rezone and forward it to Council for approval.

Joel Hylback 16720 Smokey Point Blvd. Suite 3, Arlington WA 98223
Mr. Hylback noted that he was very pleased to hear the discussion about the impact fee deferral or reduction and agreed with Commissioner Emery that we should be looking further than 2 years into the future.

Mr. Hylback was supporting the proposed rezone as a property owner in the area and felt that his neighbors were as well, although he could not speak directly for them.

Motion made by Commissioner Emery, seconded by Commissioner Toler, to approve proposed rezone as written. Motion carries, (5-0).

APPROVAL OF MINUTES:

September 13, 2011
Motion made by Commissioner Toler, seconded by Commissioner Emery to approve the September 13, 2011 meeting minutes as presented. Motion carries, (5-0).

ADJOURNMENT:

Motion made by Commissioner Chapman, seconded by Commissioner Andes to adjourn the meeting at 7:50 p.m. Motion carries, (5-0). Chair Leifer brought Commissioner Emery up to speed on the state of the Fee Deferral/Reduction discussion earlier at the meeting.

NEXT MEETING:

October 11, 2011

Amy Hess, Recording Secretary

MARYSVILLE PLANNING COMMISSION

September 13, 2011 **7:00 p.m.** **City Hall**

CALL TO ORDER
Chair Leifer called the September 13, 2011 meeting to order at 7:07 p.m.

Chairman:	Steve Leifer
Commissioners:	Matthew Chapman, Marvetta Toler, Jerry Andes, Rob Toyer, Eric Emery
Staff:	CAO/Community Development Director Gloria Hirashima, Senior Planner Chris Holland, Public Works Director Kevin Nielsen, Recording Secretary Amy Hess
Absent:	None

APPROVAL OF MINUTES:

July 26, 2011
Motion made by Commissioner Andes, seconded by Commissioner Emery to approve the July 26, 2011 meeting minutes as amended. Motion carries, (5-0).

PUBLIC COMMENT:

Chair Leifer solicited any comment from the audience other than what is on the agenda. Seeing none, he closed this portion of the meeting and proceeded on with the Agenda.

PUBLIC HEARING:

Impact Fees Deferral Ordinance

CAO Hirashima noted that the Planning Commission had been discussing multiple ways to provide some relief of the effects of impact fees. The two ordinances on the agenda tonight were overviewed by CAO Hirashima. She explained how each ordinance would be applied and how it would relate to residential, commercial, industrial, and multi-family projects. Ms. Hirashima noted that the three school districts that operate within the city were notified that these ordinances were being proposed. Letters had been received from each school district which spelled out the District's position regarding the impact fee deferral ordinances and potential impacts on their ability to plan for school district business.

ORIGINAL

Chair Leifer questioned some of the verbiage in the ordinances and a difference in the deferral from occupancy or issuance of building permit. CAO Hirashima responded that it should be changed to be consistent between the two. She then responded that the reason it was done this way was to allow for a set date that could control when the fees would be received and prevent the 18 months from going on indefinitely. Chair Leifer felt that there needed to be further clarification before continuing with the Public Hearing portion. CAO Hirashima suggested taking public testimony, as that could impact the Commission's direction regarding the proposed impact fees deferral ordinances.

Public Comment:

Dan Eernisse, Representing Smokey Point Commercial LLC
Mr. Eernisse noted that the biggest problem in impact fees is noticed is when it comes to multi-family development. He described some of the compelling arguments for impact fees, but noted that the fees were targeted only at the negative impacts of a development and doesn't consider the benefit or cost of not having development. He described how impact fees can potentially prevent investors from creating growth. Mr. Eernisse described how Property Tax Revenue cannot be increased unless there is new construction.

Mr. Eernisse stated that Marysville was putting itself at a disadvantage with its high impact fees when it comes to competition with other cities for development. He compared the different fees with other cities impact fees. He concluded that impact fee deferral was not significant at this time, but that it was positive and they would take advantage of it. He stated that he felt mitigation fees should be eliminated for parks, schools, impact, and traffic. He added that even a 50% reduction across the board would make the biggest difference in the first 2 years. He was hoping to develop within Marysville, but noted that they did not have to develop immediately and would wait for rents to strengthen. A 50% reduction could be the tipping point to allow for development.

Chair Leifer questioned whether Seattle and Shoreline had only eliminated their impact fees in response to the economic downturn. Mr. Eernisse stated that it had been that way for quite some time, not only since the downturn. Chair Leifer questioned how the banking industry viewed a deferral. Mr. Eernisse commented that they were looking into construction financing as well as permanent financing; adding that they had the capacity to do better than some other developers.

Commissioner Andes stated that what Mr. Eernisse stated was pretty close to what the Commission had been thinking for quite some time.

Commissioner Chapman questioned if they were to see a 50% reduction as he was proposing, what timeline he was looking at for starting a multi-family project in the City. Mr. Eernisse responded that they would be looking at spring 2012.

Commissioner Toler questioned how the 18 month deferral could help Mr. Eernisse. Mr. Eernisse responded that the reduction could save them approximately $4 million up front, but it would still have to be paid; adding that a 50% reduction would be much better.

Jim Baker, Marysville School District 7711 77th Ave NE Marysville WA 98270
Mr. Baker noted that they appreciated the opportunity and CAO Hirashima keeping them informed of this proposal. He referred to the letter penned by him and Fred Owen from Lakewood School District. He discussed that many jurisdictions have proposed impact fee deferrals, but had avoided doing so for school impact fees. Mr. Baker noted that it takes about 4 years to get development in place for new students. A deferral could result in a student showing up for school at the same time the district receives the fees necessary for needed capacity. He was in support of moving the fee collection to the time of final inspection. The delay compromises the School Districts ability to plan for capacity. He noted that multi-family development could very significantly impact a small district such as Lakewood. He appreciated that the city had set forth a sunset date, but requested the city set a mid-point review and that the ordinance provide for an earlier sunset date should the City Council determine that economic circumstances and development activities have changed such that an earlier sunset is necessary.

Chair Leifer questioned what the excess capacity is at this point. Baker was not sure, but noted that it would be in the Capital Facility Plan just updated in 2010. He added that it is still at a general un-housed student level due to portable buildings being used. It takes about 6 months to get portable units in place when necessary, and that time estimate is on the quick side. Chair Leifer questioned the cost effectiveness of a portable building compared to a stick and mortar building. Mr. Baker noted that the newer portable units cost lost, but are much more problematic when it comes to functioning of the school including students being disconnected from the core of the school, no bathroom facilities, interruptions, etc.

Commissioner Andes questioned the need for additional planning time. He was unclear as to why the District's waited for final plat approval. Preliminary Plat approval should be the second indicator that development was going in. Third, there was Final Plat approval; he wasn't sure why building permit was chosen as the time to begin planning for new students. Mr. Baker responded that simply the answer in proceeds. Proceeds necessary to participate in state match before they can begin. Portable units are not a good investment of fees, in the school districts view. A 4% increase over the next 4 year term was projected in the Capital Facilities plan as the economy turns.

Chair Leifer asked Mr. Baker to respond to some of the comments made by Mr. Eernisse, specifically the $7.5 million dollar figure and the $5 million being the schools fee share. Mr. Baker noted that they are on a fixed levy basis, but that it is not new revenue for the districts. He noted that it is $5200 per FTE, but that fixed costs are high. He added that the district had agreed to the 50% discount rate for mitigation fees, up from 25%, just last year to support the building community. Mr. Baker reiterated that they supported the deferral, but requested payment at final inspection. Chair Leifer questioned if he would feel any different if it was a temporary measure rather than a long term. Would adding a sunset clause change his opinion? Mr. Baker was suggesting a mid-point review added to the 4-year sunset date included in the proposal to distinguish whether there were any impacts.

Fred Owen, Lakewood School District, PO Box 222 Lakewood WA

Mr. Owen really wanted to emphasize the fact that Lakewood was a very small district that could be severely impacted by a large multi-family development. He noted that he had experienced a rather large development of duplexes and the difficulties and struggles with trying to house those students. Mr. Owen noted that the impact fees were used mainly for portables in the Lakewood School District. The purchase of portables is typically to buy time and not how the district would like to spend impact fees. He added that there is some capacity at the elementary level, but that the high school is over capacity and the middle school level is a handful of students away from reaching capacity. He stated that the fees collected from the state are not for capital.

Commissioner Toler was curious as to where Lakewood was in its building. Mr. Owen responded that with a small district, it is feast or famine. He stated that it is difficult to say right now, but as the housing in the Twin Lakes area fills in, Lakewood could really be affected.

Commissioner Andes questioned if this ordinance were to be passed today, with the addition of review in a couple of years, how Mr. Owen would feel. Mr. Owen responded that if the ordinance were approved as proposed and Mr. Eernissee fast tracked a development, Lakewood could be in a world of hurt.

Commissioner Emery questioned how long the "world of hurt" would last for the school districts. He wanted to look long term, not just the next 24 months. Mr. Owen replied that that was the difficult question. From Lakewood School District's perspective, if capacities could not be addressed, it's not that it couldn't be done, but that it wasn't an environment conducive to learning. Commissioner Emery felt that the States system for funding schools is rotten. He didn't want to bury Lakewood, but a shortage was going to have to be taken somewhere to get something jump started.

Chair Leifer asked for clarification on whether there was any capital funding received from the state. Mr. Owen responded that there were some funds available, but you had to qualify and it was roughly a 25% match of costs that might be obtained. The state funds are not available for portable construction.

Joel Hylback 16720 Smokey Pt. Blvd. Marysville WA 98271
Mr. Hylback noted that he really appreciated the work Mr. Eernissee put into his presentation. He felt that he brought the negatives that are a reality of our economic environment but put a positive spin on a way to get out of it. He was concerned that the economy has not yet hit bottom and that we weren't going to all of sudden bust out of this. He noted that investors are still doing business, just not in Marysville. He felt that the current climate is the new normal. He felt that deferral is a very small step in the right direction, but he would encourage thinking more aggressively in terms of how to position Marysville to be more competitive and to be the place where developers want to invest their money.

Mr. Hylback brought up the development Commissioner Emery spoke of behind Costco, he is one of the property owners, and stated that APD (the potential developer) made it very

clear that mitigation fees would have to be reduced if the project was to move forward. He encouraged the Commission to look at the big picture.

Dan Eernisse, Representing Smokey Point Commercial LLC
Mr. Eernisse stated that he did not understand the fixed levy rate of the schools, and stated he would be happy to re-submit his information. He also noted that Ordinance No. 2853 has already reduced the impact fee to 50% for school fees; he would just like to see that continued into parks and traffic as well.

Chair Leifer questioned how other cities with no impact fees deal with the problems these districts were discussing. Mr. Eernissee replied that their systems were basically built out and that there is a lower per capita student rate as the population is so high.

Jim Baker, Marysville School District 7711 77th Ave NE Marysville WA 98270
Mr. Baker noted that Seattle does have tremendous difficulties when it comes to their size. Seattle also has a city levy system and a much higher level of funding above and beyond state funding. Millage rates are also very low in Seattle. Bond issues are easier to pass in Seattle as well. The economics also play a large role when it comes to funding.

Mr. Nielsen addressed the traffic, water and sewer impact fees. He stated that deferral didn't really affect the city because it was large sums of money that could be moved around. He discussed the discounts assessed on impact fees. He noted that all of our current projects are bonded. Lowering the traffic impact fee would require moving of money around in the general fund whether it be from parks, public safety or another department. The revenue would have to be made up as the City had bond payment requirements.

Mr. Nielsen described some of the capital project improvements that had been completed over the last 10 years. General Connection Fees are figured based on bonds. He pointed out that reducing fees in one area will affect another area. GFC's related to multi-family were modified for Hotel/Motel based on technical data brought in on 88th Ave.

Chair Leifer questioned whether any analysis had been done on the potential increase in net generation of revenues due to increased development via higher tax values resulting from increased development. He was curious if the City had looked at any correlation between reducing the fees now and possibly recouping it later. Mr. Nielsen responded that Public Works runs off the enterprise fund and can't touch the general fund or assessed value revenues. He added that enterprise funds run themselves and that he runs separate from the taxation and property values.

Mr. Nielsen stated that on the capital side of transportation comes mainly from traffic impact fees and real estate excise tax. CAO Hirashima added property tax revenue is something that is looked at and is tracked. There is not an exact correlation as it is not a closed environment. The majority of property tax revenue is spent on public safety. The city's overall sentiment is to appeal to developers and acquire growth and development. Chair Leifer wanted to know if CAO Hirashima felt that reducing fees would be beneficial and would balance out at the end of the day. She responded that she felt there was value at looking at reduction, but that either reduction *or* deferral should be looked at, not both at the

same time. She added that if the Commission wanted to look at reduction, reduction should be evaluated on individual fees. There was further discussion on how rates, bonds, charges, and revenues relate.

Chair Leifer closed the public portion of the meeting and suggested continuing the meeting pending further information on reduction. Commissioner Andes agreed with Chair Leifer.

Motion made by Commissioner Toler to continue the hearing pending further information on the possibility of a reduction, seconded by Commissioner Andes. Motion carries, (4-0). Commissioner Toler amended motion to continue the Public Hearing until October 11, 2011 when further information could be gathered, seconded by Commissioner Chapman. Motion carries, (4-0).

WORKSHOP:

A short recess was taken at 9:12 p.m. Meeting reconvened at 9:17 p.m.

Lakewood Neighborhood Area-Wide Rezone

Mr. Holland explained that staff initiated the area wide re-zone. He explained the history behind the Comprehensive Plan land use designation and how a secondary access to the area via the 156th Street overcrossing project was a requirement for the proposed re-zone. Staff stated that a public hearing was set for September 27, 2011. He added that no comments had been received from the public, and that the area had been notified of the non-project action being proposed.

Commissioner Toler questioned when the letters were sent to the community. Mr. Holland responded that they went out August 2, 2011 and that he hadn't gotten a single phone call, letter or email. There has been general support from one of the major property owners.

Commissioner Andes questioned the number of parcels contained on the map and the number listed in the table. Mr. Holland responded that everything east of the railroad was included in the rezone and that the list would be updated to include the two parcels located south of 148th Street NE.

ADJOURNMENT:

Motion made by Commissioner Toler, seconded by Commissioner Andes to adjourn the meeting at 9:28 p.m. Motion carries, (5-0).

NEXT MEETING:

September 27, 2011

Amy Hess, Recording Secretary

Received
AUG 0 2 2011
City of Marysville
Community Development

MASTER PERMIT APPLICATION

Community Development Department • (360) 363-8100 • (360) 651-5099 FAX

FOR AGENCY USE ONLY					
File Number:	PA 11021	**Date:**	08/02/11	**Application Fee:**	$ N/A

PROPONENT			
	OWNER	**APPLICANT**	**CONTACT**
Name	multiple (see below)	City of Marysville	Chris Holland
Address		80 Columbia Avenue	80 Columbia Avenue
City, State, Zip		Marysville, WA 98270	Marysville, WA 98270
Phone (home/office)		360-363-8000	360-363-8207
Phone (cell)			
e-mail address			cholland@marysvillewa.gov

RELATION OF APPLICANT TO PROPERTY (check one)					
Owner		**Contract Purchaser**		**Lessee**	
Other (specify)	City initiated area-wide rezone				

ADDRESS, GENERAL LOCATION AND PROPERTY INFORMATION					
Address	N/A (area-wide rezone)				
General Location	South of 156th Street NE, east of BNSF Railway and west of Twin Lakes Avenue				
Township		**Range**		**Section**	
List all Assessor's Parcel Numbers (APN)					
31053200101300	31053200103200	31053200102600	31053200100900	31053200102500	31053200100300
31053200102700	31053200101600	31053200101400	31053200101100	31053200400100	
Legal Description	N/A (area-wide rezone) 31053200401300				
Acreage	approximately 77-acres				
Present Use of Property	single-family residences, farming, nursery and Snohomish County PUD No. 1 substation				
Zoning	BP (business park)		**Comp Plan Designation**	Business Park with Community Business overlay	
Water supply	N/A		**Sewage disposal**	N/A	

PERMITS NEEDED FROM MARYSVILLE (check all that apply)							
Annexation		**Conditional Use**		**Multi-family Site Plan**		**Shoreline**	
Binding Site Plan		**Critical Area Review**		**PRD**		**Shoreline Conditional Use**	
Boundary Line Adjustment		**Grading**		**Preliminary Plat**		**Shoreline Variance**	
Commercial Site Plan		**Major Modification**		**Preliminary Short Plat**		**State Environmental Policy Act (SEPA)**	X
Comp Plan Amendment		**Minor Modification**		**Rezone**	X	**Variance**	
Other (specify)							

EXHIBIT 3

PROVIDE A DETAILED DESCRIPTION OF PROPOSAL

NON-PROJECT action area-wide rezone of approximately 77-acres from BP (business park) to CB (community business). The area-wide rezone is identified in the Marysville Comprehensive Plan for rezoning to CB if a road extension is programmed and funded for construction. Marysville has recently awarded a contract for construction of an I-5 overpass at 156th Street NE, satisfying the rezone requirement.

REZONE APPLICATIONS ONLY

Requested Zoning	CB (community business)				
Has anyone applied for a rezone on this property within the last five year?	**Yes**		**No**	**X**	
If yes, who					

PRELIMINARY PLAT, SHORT PLAT AND BINDING SITE PLAN APPLICATIONS

Plat or BSP Name:	
Number of Lots:	

SHORELINE MANAGEMENT PERMITS ONLY

Total fair market value of project:	$				
Construction Dates					
Begin		**End**			
Does this project require a shoreline/floodplain location?	**Yes**		**No**		
If yes, please explain:					

Water area and/or wetland involved:

VARIANCES AND SHORELINE VARIANCES ONLY

Code requirement(s) requesting a variance from:

ALL PERMITS			
Please list any additional information not covered above that will help clarify your proposal:			
The following is the property information for the proposed area-wide rezone			
APN	**ACREAGE**	**OWNER**	**ADDRESS**
31053200400100	11.42	PUBLIC UTILITY DIST 1 SNO CO	3132 148TH ST NE
31053200401300	0.76	DICKISON DONALD D & JOYCE M	3030 148TH ST NE
31053200101300	1	MILLER JOE A	3123 148TH ST NE
31053200103200	1.86	MILLER JOE A	N/A
31053200102600	4.74	MILLER JOESEPH A	3225 148TH ST NE
31053200101400	20.68	SPPF LLC	N/A
31053200100900	1.67	STILLAGUAMISH TRIBE OF INDIANS	N/A
31053200102500	3.73	STILLAGUAMISH TRIBE OF INDIANS	N/A
31053200102700	2.54	SPPF PROPERTIES LLC	N/A
31053200101600	7.28	SPPF PROPERTIES LLC	N/A
31053200101100	20	LARSON LELAND	2908 156TH ST NE
31053200100300	14.63	SPPF PROPERITES LLC	N/A

Received
AUG 0 2 2011
City of Marysville
Community Development

22G.010.420 Zone reclassification.

A zone reclassification shall be granted only if the applicant demonstrates that the proposal is consistent with the comprehensive plan and applicable functional plans and complies with the following criteria:

(1) There is a demonstrated need for additional zoning as the type proposed.

The proposed area-wide rezone is located along the I-5 corridor, approximately one mile from the I-5/SR 531 (172nd Street NE) interchange and directly adjacent to a new I-5 overpass at 156th Street NE that is currently under construction. The new I-5 overpass will provide Marysville and Arlington residents living east of the I-5 corridor a secondary route of access to/from this area. Improved access to the area will support a more automobile oriented land use drawing people from many areas as opposed to just the immediate neighborhood

The Lakewood Neighborhood has seen significant commercial growth over the past four (4) years including the construction of a large commercial shopping center which includes "anchor-tenants" Costco and Target. Expanding the commercial shopping opportunities in this area will allow residents to be able to run several errands or accomplish several tasks in one or two stops.

The proposed area-wide rezone complies with the site size and access criteria and standards for the CB land use designation, as outlined in the Marysville Comprehensive Plan.

(2) The zone reclassification is consistent and compatible with uses and zoning of the surrounding properties.

The current zoning designation is BP (business park). The purpose of the BP zone is to provide for those business/industrial uses of a professional office, wholesale, and manufacturing nature which are capable of being constructed, maintained and operated in a manner uniquely designed to be compatible with adjoining residential, retail commercial or other less intensive land uses, existing or planned.

The requested zoning designation is CB (community business). The purpose of the CB zone is to provide convenience and comparison retail and personal services for local service areas which exceed the daily convenience needs of adjacent neighborhoods but which cannot be served conveniently by larger activity centers, and to provide retail and personal services in locations within activity centers that are not appropriate for extensive outdoor storage or auto-related and industrial uses.

Both the BP and CB zones are commercial zoning classifications. The CB zone is a more compatible zoning classification to the adjacent rural residentially zoned properties located west of the proposed area-wide rezone area in that the CB zone prohibits extensive outdoor storage or auto-related and industrial uses, whereas, those types of uses would be permitted in the BP zone.

Properties to the north of the proposed area-wide rezone are currently zoned CB, which is consistent and compatible with the zoning classification requested (CB).

Additionally, the area-wide rezone area is bounded by Twin Lakes Avenue and I-5 to the east and BNSF Railway to the south and west. The combination of Twin Lakes Avenue and I-5 provides an approximately 500' buffer between adjacent land uses and the BNSF Railway provides an approximately 100' buffer between adjacent land uses. The existing right-of-way buffers will also ensure the proposed rezone area is consistent and compatible with the surrounding properties.

(3) There have been significant changes in the circumstances of the property to be rezoned or surrounding properties to warrant a change in classification.

The proposed area-wide rezone is located within Planning Area 11 – Lakewood Neighborhood. The Marysville Comprehensive Plan land use designation within the area-wide rezone is Business Park with a Community Business land use overlay. Rezoning this area to Community Business was conditioned upon a road extension being programmed and funded for construction.

The City of Marysville recently awarded a contract for construction of an I-5 overpass at 156th Street NE, satisfying this condition. The I-5/156th Street NE overpass project is anticipated to be complete in November 2012.

(4) The property is practically and physically suited for the uses allowed in the proposed zone reclassification.

The proposed area has several unique attributes, which makes is suitable for a zone reclassification from BP to CB:

- **It is physically separated from the surrounding rural residential land uses to the west by BNSF railway, which provides a desired separation of land uses.**
- **Community Business zoning is located on the northern boundary of the proposed area-wide rezone.**
- **The area fronts on an arterial (Twin Lakes Avenue).**
- **The area has convenient access to I-5.**
- **The site is visible from I-5, which is desirable to commercial businesses.**
- **The I-5 overpass at 156th Street NE will provide improved access to the area.**
- **The site is level and all necessary urban utilities are available to the area.**

PUBLIC WORKS
Kevin Nielsen, *Director*

80 Columbia Avenue
Marysville, Washington 98270
Phone (360) 363-8100
Fax (360) 363-8284
ci.marysville.wa.us

MEMORANDUM

To: Chris Holand

Fr: Brenda Donaldson

Re: PA11021

Date: August 16, 2011

Engineering Department Comments:

Utilities – No comment at this time.

- Paul Federspiel

Drainage – No comment.

- Brooke Ensor

Transportation – No comment.

- Jeff Laycock

Erosion Control – No comment.

- Matt Eyer

EXHIBIT 9

MARYSVILLE POLICE DEPARTMENT

Richard L. Smith, Chief of Police

MEMORANDUM

DATE: August 12, 2011
TO: Chris Holland, Planning Department
FROM: Ralph Krusey, Commander

RE: **Application PA 11-021**

I have reviewed application of the City of Marysville, for rezoning of 77 acres south of 156th Street NE, east of BNSF Railway and west of Twin Lakes Avenue.

The Police Department does not oppose the request, at this time.

Feel free to contact me at (360) 363-8313, if you have any questions.

Chris Holland

From: Tom Maloney
Sent: Thursday, August 25, 2011 11:47 AM
To: Chris Holland
Subject: PA 11021

Hi Chris,
No concerns with the rezone.
Thanks
Tom

Thomas J. Maloney, MBA/PA, EFO
Division Chief / Fire Marshal
Marysville Fire District
1094 Cedar Avenue
Marysville, WA 98270
360 363-8500 Office
360-363-8506 Direct
360 659-1382 Fax
tmaloney@marysvillewa.gov
www.marysvillefiredistrict.com

Test Your Smoke Detector Monthly

"Do right. Do your best. Treat others as you want to be treated." - Lou Holtz

This electronic message transmission contains information from Marysville Fire District, which may be confidential or privileged. The information is intended to be for the use of the individual or entity named above. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this transmission is prohibited. If you have received this electronic message transmission in error, please notify us immediately by reply e-mail and delete the original message. Thank you.

8/15

NO comment

Bret

90

RECEIVED
AUG 11 2011
Snohomish Health District

CITY OF MARYSVILLE
COMMUNITY DEVELOPMENT
80 Columbia Ave
Marysville WA 98270
(360) 363-8100

:W

ıg Department is reviewing this application and encourages other ıts, community groups, and municipalities to respond. Your s evaluation and are sincerely appreciated.

Responding Agency: Sno. Co. Health Dist. / Env. Health Div. Permit No. PA11021

Project Name: Lakewood Neighborhood Rezone

Applicant: CITY OF MARYSVILLE

Proposal: NON-PROJECT Action area-wide rezone of approximately 77-acres of property from BP (business park) to CB (Community business).

Location: South of 156th St NE, east of BNSF Railray and west of Twin Lakes Ave

Tax #: 31053200101300
31053200100300
31053200100900
31053200101100
31053200101400
31053200101600
31053200102500
31053200102600
31053200102700
31053200103200

RECEIVED
AUG 22 2011
CITY OF MARYSVILLE
PUBLIC WORKS &
COMMUNITY DEVELOPMENT

Date Sent: 08/08/2011 Please return this request by: 08/26/2011

No response by return date will result as "No comments/recommendations"

For further information please contact: CHRIS HOLLAND
cholland@ci.marysville.wa.us

Please return this form and your comments, attachments may be discarded.

*Responding Agency's Signature*_____ *Date*_____

Comments/Recommendations:

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

DETERMINATION OF NONSIGNIFICANCE

File Number: PA 11021

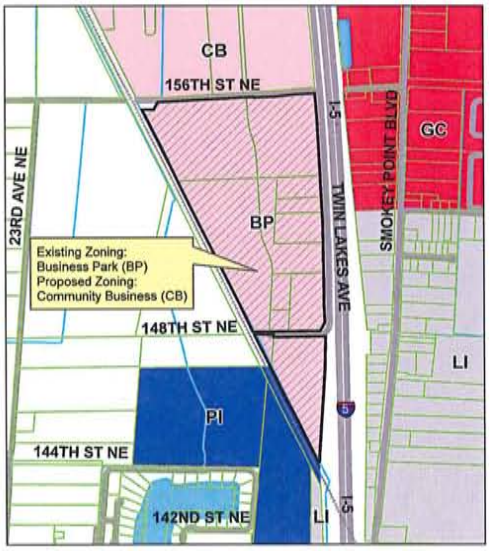
Applicant: City of Marysville

Contact: Chris Holland
City of Marysville
Community Development Department
80 Columbia Avenue
Marysville, WA 98270
(360) 363-8207
cholland@marysvillewa.gov

Lead Agency: City of Marysville
Community Development Department

Description of Proposal: A NON-PROJECT action area-wide rezone of approximately 77-acres of property from BP (Business Park) to CB (community business). If the proposed rezone request is approved by City Council, all future project action development proposals will be subject to all applicable Marysville Municipal Codes (MMC) and project level State Environmental Policy Act (SEPA) review, at the time of application.

Location of Proposal: The rezone area is generally located south of 156th Street NE, east of the BNSF Railway and west of Twin Lakes Avenue.



Threshold Determination: The lead agency has determined that this proposal does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is NOT required under RCW 43.21C.030(2)(c). This decision was made after review by the City of Marysville of a completed environmental checklist and other information on file with this agency. This information is available for public review upon request.

Prepared by: CLi

Reviewed by: CDD

This DNS is issued under WAC 197-11-340(2); the lead agency will not act on this proposal for 15 days from the date below. Comments must be submitted by September 19, 2011.

Responsible Official: Gloria Hirashima
Position: CAO/Community Development Director
Address: 80 Columbia Ave.
Marysville, WA 98270

Date: 9/2/2011 **Signature:** Cheryl Dungan
Cheryl Dungan, Planning Manager – Land Use, for responsible official

The issuance of this Determination of Non-Significance should not be interpreted as acceptance or approval of the subject proposal as presented. The City of Marysville reserves the right to deny or approve said proposal subject to conditions if it is determined to be in the best interests of the City and/or necessary to the general health, safety and welfare of the public to do so.

Distribution:

State Agencies:
Department of Ecology, SEPA Unit
Department of Transportation

Tribal Government:
Tulalip Tribes

County Government:
Snohomish County Planning
Public Utilities District No. 1

City Government:
City of Arlington
City of Everett
City of Lake Stevens

School District:
Lakewood School District

News Media:
Marysville Globe

SEPA Appeal Procedure:

SEPA Appeals must be filed within 15 days after the date of issuance of the DNS and comply with the provisions outlined in MMC 22E.030.180. A fee of $500.00 must accompany all SEPA appeals that require a separate public hearing.

CITY OF MARYSVILLE
ENVIRONMENTAL CHECKLIST
RCW 197-11-960

Lakewood Neighborhood Rezone
PA 11021

Received
AUG 0 2 2011
City of Marysville
Community Development

Purpose of Checklist:

The State Environmental Policy Act (SEPA), chapter 43.21C RCW, requires all governmental agencies to consider the environmental impacts of a proposal before making decisions. An environmental impact statement (EIS) must be prepared for all proposals with probable significant adverse impacts on the quality of the environment. The purpose of this checklist is to provide information to help you and the agency identify impacts from your proposal (and to reduce or avoid impacts from the proposal, if it can de done) and to help the agency decide whether an EIS is required.

Use of checklist for non-project proposals:

Complete this checklist for non-project proposals, even though questions may be answered "does not apply". In addition, complete the *Supplemental Sheet for Non-Project Action (part D).*

For non-project actions, the references in the checklist to the words "project", "applicant", and "property or site" should be read as "proposal", "proposer", and "affected geographic area", respectively.

A. BACKGROUND

1. Name of proposed project, if applicable:

   Lakewood Neighborhood area-wide Rezone
   PA 11021

2. Name of applicant:

   City of Marysville

3. Address and phone number of applicant and contact person:

   Chris Holland
   City of Marysville
   Community Development Department
   80 Columbia Avenue
   Marysville, WA 98270
   360-363-8207
   cholland@marysvillewa.gov

4. Date checklist prepared:

   August 2, 2011

5. Agency requesting checklist:

   City of Marysville

6. Proposed timing or schedule (including phasing, if applicable):

   Marysville Planning Commission: **September 13, 2011 (workshop)**

September 27, 2011 (public hearing)

Marysville City Council: **October 2011 (ordinance adoption)**

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.

   No

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.

   There is no known environmental information that has been prepared within the rezone area. The Middle West Fork of Quilceda Creek is located along the entire western perimeter of the proposed rezone area.

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.

   None known.

10. List any government approvals or permits that will be needed for your proposal, if known.

    Marysville City Council Ordinance Adoption

11. Give brief, complete description of your proposal, including all proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)

    NON-PROJECT action area-wide rezone of approximately 77-acres from BP (business park) to CB (community business). The area-wide rezone is identified in the Marysville Comprehensive Plan for rezoning to CB if a road extension is programmed and funded for construction. The City of Marysville has recently awarded a contract for construction of an I-5 overpass at 156th Street NE, satisfying the rezone requirement.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topography map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications to this checklist.

    Generally located south of 156th Street NE, east of BNSF Railway and west of Twin Lakes Avenue. The area wide rezone includes the following property information:

APN	ACREAGE	OWNER	ADDRESS
31053200101300	1	MILLER JOE A	3123 148TH ST NE
31053200103200	1.86	MILLER JOE A	N/A
31053200102600	4.74	MILLER JOSEPH A	N/A
31053200100900	1.67	DEBESTAIN ALAYAR & GITTY	N/A
31053200102500	3.73	DABESTANI ALAYAR	N/A
31053200100300	18.1	LARSON LELAND W & SHIRLEY A	N/A
31053200102700	1.8	SPPF PROPERTIES LLC	N/A
31053200101600	4.74	SPPF PROPERTIES LLC	N/A
31053200101400	19.26	SPPF LLC	N/A
31053200101100	20	LARSON LELAND	2908 156TH ST NE

B. ENVIRONMENTAL ELEMENTS

1. Earth

   a. General description of the site: Flat, rolling, hilly, steep slopes, mountainous, other.

   Properties within the rezone area are generally flat.

   b. What is the steepest slope on the site (approximate percent slope)?

   The site is generally flat with no slopes exceeding 3%.

   c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of the agricultural soils, specify them and note any prime farmland.

   According to the Soil Survey of Snohomish County, on-site soils are comprised Custer fine sandy loam and Norma loam.

   d. Are there any surface indications or history of unstable soils in the immediate vicinity? If so, describe.

   None known.

   e. Describe the purpose, type, and approximate quantities of any filling or grading proposed. Indicate source of fill.

   None proposed.

   f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.

   No construction activity is proposed with the area-wide rezone.

   g. About what percent of the site will be covered with impervious surfaces after the project construction (for example, asphalt or buildings)?

   No construction activity is proposed with the area-wide rezone, therefore, no additional impervious surfaces are anticipated.

   h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:

   None proposed.

2. AIR

   a. What types of emissions to the air would result from the proposal (i.e., dust, automobile, odors, industrial wood smoke) during construction and when the project is completed? If any, generally describe and give approximate quantities if known.

   No construction activity is proposed with the area-wide rezone.

   b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.

   None known.

   c. Proposed measures to reduce or control emissions or other impacts to air, if any:

   None proposed.

3. WATER

   a. Surface:

1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

A critical areas analysis has not been completed for the area-wide rezone. The Middle West Fork of Quilceda Creek is located along the entire west perimeter of the rezone area. This portion of Quilceda Creek is classified as a Type F stream requiring a 150' natural vegetated buffer from the ordinary high water mark.

2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.

N/A – NON-PROJECT area-wide rezone

3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

N/A – NON-PROJECT area-wide rezone

4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.

N/A – NON-PROJECT area-wide rezone

5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.

No

6) Does the proposal involve any discharge of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

N/A – NON-PROJECT area-wide rezone

b. Ground:

1) Will ground water be withdrawn, or will water be discharged to ground waters? Give general description, purpose, and approximate quantities if known.

N/A – NON-PROJECT area-wide rezone

2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals. . . ; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

None proposed.

c. Water Runoff (including storm water):

1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

No construction activity is proposed with the area-wide rezone. Therefore, no additional water runoff is anticipated.

2) Could waste materials enter ground or surface waters? If so, generally describe.

No

d. Proposed measure to reduce or control surface, ground and runoff water impacts, if any:

None proposed.

4. PLANTS

a. ***Bold/italic*** types of vegetation found on the site:
- deciduous tree: ***alder***, ***maple***, aspen, other
- evergreen tree: ***fir***, ***cedar***, pine, other
- ***shrubs***
- ***grass***
- ***pasture***
- ***crop or grain***
- wet soil plants: ***cattail, buttercup, bullrush, skunk cabbage***, other
- water plants: ***water lily,*** eelgrass, milfoil, other
- other types of vegetation

b. What kind and amount of vegetation will be removed or altered?

None proposed.

c. List threatened or endangered species known to be on or near the site.

None known.

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

None proposed.

5. Animals

a. ***Bold/italic*** any birds and animals which have been observed on or near the site or are known to be on or near the site:

birds: ***hawk***, ***heron***, eagle, ***songbirds***, other:
mammals: ***deer***, bear, elk, ***beaver***, other:
fish: bass, ***salmon***, ***trout***, herring, shellfish, other:

b. List any threatened or endangered species known to be on or near the site.

None known.

c. Is the site part of a migration route? If so, explain.

Snohomish County, west of the Cascade Mountains, is part of the Pacific Flyway. This includes the City of Marysville and the subject property.

d. Proposed measure to preserve or enhance wildlife, if any:

None proposed.

6. Energy and Natural Resources

   a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

      None needed.

   b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.

      No.

   c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any.

      None proposed.

7. Environmental Health

   a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste that could occur as a result of this proposal? If so, describe.

      No

      1) Describe special emergency services that might be required.

         None proposed.

      2) Proposed measures to reduce or control environmental health hazards, if any.

         None proposed.

   b. Noise

      1) What types of noise exist in the area which may affect your project for example: traffic, equipment, operation, other)?

         Typical street traffic noise on I-5. Traffic noise not anticipated to affect area-wide rezone.

      2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.

         No noise will be created with the proposed area-wide rezone.

      3) Proposed measures to reduce or control noise impacts, if any:

         None proposed.

8. Land and Shoreline Use

   a. What is the current use of the site and adjacent properties?

      Within the 77-acre area-wide rezone area there are single-family residences, farming activity, a commercial nursery and a Snohomish County PUD No. 1 substation.

   b. Has the site been used for agriculture? If so, describe.

Yes, the majority of the 77-acres is currently used for crop and grain production and growing of plants and flowers associated with a nursery for retail sale.

c. Describe any structures on the site.

Existing single-family residences and associated accessory structures, commercial nursery buildings and greenhouses and a Snohomish County PUD No. 1 substation.

d. Will any structures be demolished? If so, what?

No.

e. What is the current zoning classification of the site?

BP (business park)

f. What is the current comprehensive plan designation of the site?

Business Park with Community Business overlay.

g. If applicable, what is the current shoreline master program designation for the site?

N/A

h. Has any part of the site been classified as an "environmentally sensitive" area? If so, specify.

A critical areas analysis has not been completed for the area-wide rezone. The Middle West Fork of Quilceda Creek is located along the entire west perimeter of the rezone area. This portion of Quilceda Creek is classified as a Type F stream requiring a 150' natural vegetated buffer from the ordinary high water mark.

i. Approximately how many people would reside or work in the completed project?

N/A – NON-PROJECT area-wide rezone

j. Approximately how many people would the completed project displace?

N/A – NON-PROJECT area-wide rezone

k. Proposed measures to avoid or reduce displacement impacts, if any:

N/A – NON-PROJECT area-wide rezone

l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:

The area-wide rezone is supported by the development goals and policies outlined in the Marysville Comprehensive Plan. In addition, if the area-wide rezone is approved, future project actions will be required to comply with all of the applicable development standards outlined in the Maryville Municipal Code (MMC) to ensure compatibility between uses.

9. Housing

a. Approximately how many housing units would be provided, if any? Indicate whether high, middle, or low-income housing.

N/A – NON-PROJECT area-wide rezone

b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.

N/A – NON-PROJECT area-wide rezone

c. Proposed measures to reduce or control housing impacts, if any:

N/A – NON-PROJECT area-wide rezone

10. Aesthetics

a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal, exterior building material(s) proposed?

N/A – NON-PROJECT area-wide rezone

b. What views in the immediate vicinity would be altered or obstructed?

N/A – NON-PROJECT area-wide rezone

c. Proposed measures to reduce or control aesthetic impacts, if any:

N/A – NON-PROJECT area-wide rezone

11. Light and Glare

a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

N/A – NON-PROJECT area-wide rezone

b. Could light or glare from the finished project be a safety hazard or interfere with views?

N/A – NON-PROJECT area-wide rezone

c. What existing off-site sources of light or glare may affect your proposal?

N/A – NON-PROJECT area-wide rezone

d. Proposed measures to reduce or control light and glare impacts, if any:

N/A – NON-PROJECT area-wide rezone

12. Recreation

a. What designated and informal recreation opportunities are in the immediate vicinity?

Recreational opportunities are available less than 1/3-mile north of the proposed area-wide rezone at Gissberg Twin Lakes Park.

b. Would the proposed project displace any existing recreational uses? If so, describe.

N/A – NON-PROJECT area-wide rezone

c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:

N/A – NON-PROJECT area-wide rezone

13. Historic and Cultural Preservation

a. Are there any places or objects listed on, or proposed for, national, state, or local preservation registers known to be or next to the site? If so, generally describe.

None known.

b. Generally describe any landmarks or evidence of historic, archaeological, scientific, or cultural importance known to be on or next to the site.

None known.

c. Proposed measures to reduce or control impacts, if any:

N/A – NON-PROJECT area-wide rezone

14. Transportation

a. Identify public streets and highways serving the site, and describe proposed access to the existing street system. Show on site plans, if any.

The area-wide rezone is bounded by 156th Street NE to the north and Twin Lakes Avenue to the east. The City of Marysville recently awarded a contract for construction of I-5 overpass at 156th Street NE which will provide pedestrian and vehicular access to Smokey Point Boulevard, without traveling north to SR 531 (172nd Street NE).

b. Is the site currently served by public transit? If not, what is the approximate distance to the nearest transit stop?

No. Public transit is located just over one mile to the north along SR-531 (172nd Street NE).

c. How many parking spaces would the completed project have? How many would the project eliminate?

N/A – NON-PROJECT area-wide rezone

d. Will the proposal require any new roads or streets, or improvements to existing roads or streets, not including driveways? If so, generally describe (indicate whether public or private).

N/A – NON-PROJECT area-wide rezone

e. Will the project use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.

N/A – NON-PROJECT area-wide rezone

f. How many vehicular trips per day would be generated by the completed project? If known, indicate when peak volumes would occur.

N/A – NON-PROJECT area-wide rezone

g. Proposed measures to reduce or control transportation impacts, if any:

N/A – NON-PROJECT area-wide rezone

15. Public Services

a. Would the project result in an increased need for public services (for example: fire protection, police protection, health care, schools, other)? If so, generally describe.

N/A – NON-PROJECT area-wide rezone

b. Proposed measures to reduce or control direct impacts on public services, if any:

N/A – NON-PROJECT area-wide rezone

16. Utilities

a. ***Bold/italic*** utilities currently available at the site: ***electricity***, ***natural gas***, ***water***, ***refuse service***, ***telephone***, ***sanitary sewer***, septic system, other.

b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

N/A – NON-PROJECT area-wide rezone

C. SIGNATURE

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: _____ Date: 8/2/11

Proponent: City of Marysville
Address: 1049 State Avenue, Marysville, WA 98270
Phone: 360-363-8000
Web Page: http://marysvillewa.gov/

Contact: Chris Holland, Senior Planner
Address: 80 Columbia Avenue, Marysville, WA 98270
Phone: (360) 363-8207
E-mail: cholland@marysvillewa.gov

D. SUPPLEMENTAL SHEET FOR NON-PROJECT ACTIONS

Because these questions are very general, it may be helpful to read them in conjunction with the list of the environment.

When answering these questions, be aware of the extent of the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

   The proposed NON-PROJECT action area-wide rezone would not increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise.

   Proposed measures to avoid or reduce such increases are:

   None required.

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

   The proposed NON-PROJECT action area-wide rezone will not affect plants, animals, fish, or marine life.

   Proposed measures to protect or conserve plants, animals, fish, or marine life are:

   None required.

3. How would the proposal be likely to deplete energy or natural resources?

The proposed NON-PROJECT action area-wide rezone is not likely to deplete energy or natural resources.

Proposed measures to protect or conserve energy and natural resources are:

None required.

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

   The proposed NON-PROJECT action area-wide rezone is not likely to use or affect environmentally sensitive areas or areas designated for governmental protection.

   Proposed measures to protect such resources or to avoid or reduce impacts are:

   None required.

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

   The proposed NON-PROJECT action area-wide rezone is not likely to affect land and shoreline use, nor would it encourage land or shoreline uses incompatible with existing plans.

   Proposed measures to avoid or reduce shoreline and land use impacts are:

   None required.

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

   The proposed NON-PROJECT action area-wide rezone is not likely to increase demand on transportation or public services and utilities.

   Proposed measures to reduce or respond to such demand(s) are:

   None required.

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

   The proposed NON-PROJECT action area-wide rezone will not conflict with local, state, or federal laws or requirements for the protection of the environment.

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 14, 2011

AGENDA ITEM: Recovery Contract for Marysville School Dist No. 25, Getchell HS (Sewer main in 83rd Ave NE)	AGENDA SECTION:	
PREPARED BY: Deryl Taylor, Development Services Technician	AGENDA NUMBER:	
ATTACHMENTS: • Sewer Recovery Contract • Exhibit - Map	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

This Recovery Contract establishes a fair fee for latecomers benefiting from an 8" sewer main in 83rd Ave NE located on the east side of Msvl-Getchell High School.
The recoverable amount of this Recovery Contract is $30,361.60.

RECOMMENDED ACTION: Public Works and Community Development staff recommends Council authorize the Mayor to sign the contract.
COUNCIL ACTION:

COVER SHEET

Return Address:

CITY OF MARYSVILLE
1049 STATE AVENUE
MARYSVILLE, WA 98270

(Please print or type information)

Document Title(s): (or transactions contained therein) Getchell HS

Recovery Contract for Utility Construction Costs
(Sewer Main on 83rd Ave NE – pvt rd)

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

Marysville School District #25

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

CITY OF MARYSVILLE

Legal description: (abbreviated - i.e., lot, block, plat or section, township, range, qtr./qtr.) 84th St NE

A portion of the SW Qtr of the NW Qtr of Sec 24, T30N, R5E, W.M., Snohomish County, WA. Add'l on p. ___

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

Assessor's Property Tax Parcel/Account Number:

300524-002-008-00, 300524-002-014-00 & 01, 300524-002-015-00

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

After Recording Return to:

CITY OF MARYSVILLE
1049 STATE AVENUE
MARYSVILLE, WA 98270

CITY OF MARYSVILLE
CONTRACT FOR RECOVERY OF UTILITY CONSTRUCTION COSTS
CONTRACT NO. _____

THIS AGREEMENT, entered into by and between the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, hereinafter referred to as "City," and

Name	Address
Marysville School District No. 25	**4220 80th Street NE** **Marysville, WA 98270**

hereinafter referred to as "Developer."

W I T N E S S E T H:

WHEREAS, the Developer has constructed and installed a **sewer** (water, sewer, or storm drainage) system, including a(n) **8**-inch line and appurtenances situated as follows:

Approximately 426 LF of 8" offsite sewer main located on a private drive (extension of 83rd Ave NE) north of 84th Street NE.

WHEREAS, the Developer has conveyed said system by Bill of Sale to the City and the City has accepted ownership and maintenance of the same under its sole jurisdiction, subject to a one-year warranty by the Developer; and

WHEREAS, the parties desire to enter into a contract pursuant to Chapter 35.91 RCW providing for reimbursement to the Developer for its construction and installation costs by subsequent users of the system; NOW, THEREFORE,

IN CONSIDERATION of the covenants bargained for and given in exchange, the parties mutually agree as follows:

1. The Developer has furnished or shall furnish the City with an as-built drawing of the installation of the above-referenced system on mylar, 24" x 36" in size, together with receipted bills showing that all charges and expenses incurred in connection with the installation have been paid.

2. The Developer's costs for construction and installation of said utility lines and facilities, including engineering fees, were **$60,728.35**, which have been paid in full by the Developer.

3. The real property described below (or described in the exhibit attached hereto) is benefited by the installation of said utility lines, and is subject to the lien created by this Contract:

Three properties located in the SW Quarter of the NW Quarter of Section 24, Township 30 North, Range 5 East, W.M. Tax parcel #'s 300524-002-008-00, 300524-002-014-00 & 01, & 300524-002-015-00.

4. The proportionate share of the total cost of the utility lines which may be fairly attributed to serving and benefiting the above-described property, as a whole, rather than serving and benefiting the property of the Developer, is **$30,361.60**.

5. For a period not to exceed fifteen (15) years from the date of this agreement, the City agrees to require the owners of the above-described real estate who hereafter connect to the above-described utility system to pay a fair pro rata share of the cost referred to in paragraph 4 above. This fair pro-rata share shall be determined from the length of the street frontage of the property to be served, which is known as the "front footage charge." This, however, does not include any other capital improvement charges levied by the City, whether it be by square footage of the area served, and/or a flat fee. No property extending beyond the terminus of the above-described system, as of the date said system has been accepted by the City, shall be served by said system unless there is an extension from said terminus which is constructed and financed in accordance with state and local laws and ordinances.

6. The fair pro-rata share is hereby established to be **$59.30** per lineal foot of frontage.

7. No person, firm or corporation shall be granted a permit or be authorized by the City to connect to or use the above-described utility system during said fifteen-year period without first meeting the following conditions:

a. If the property is not within the City limits, the owner thereof must sign an annexation covenant as required by City ordinance.

b. Payment of all applicable connection charges, fees and assessments regularly imposed by City ordinance.

c. Payment of the recovery charge referred to in this Contract.

d. Compliance with all requirements for utility connections which are regularly imposed by City ordinance.

8. The City shall deduct a fee of $100.00 for each utility connection, said fee to be kept by the City to cover the cost of administering this Contract. The City shall then disburse the remaining balance which is collected for each connection to the Developer within thirty (30) days of receipt thereof. If the Developer shall hereafter assign its rights herein, the City shall be provided with a signed copy of such assignment by the Developer. The Developer hereby waives any claim which it or its successors or assigns may have if the City negligently fails to collect a reimbursement charge from a property owner connecting to the utility system.

9. At the end of the fifteen-year period, which shall commence upon the recording of this agreement, this agreement shall terminate in and of itself, notwithstanding that the full amount provided for herein may not have been recovered. Connection charges subsequent to the termination of this agreement shall be governed by ordinance of the City of Marysville, and all such charges shall be paid to the City for its use and benefit.

10. The provisions of this Contract shall not be construed as establishing the City as a public utility in the areas not already connected to the utility system; nor shall this Contract be construed as establishing express or implied rights for any property owner to connect to the City's utility system without first qualifying for such connection by compliance with all applicable City codes and ordinances.

11. The Developer agrees to hold the City harmless from any and all liability resulting from errors in the legal descriptions contained herein, and the City is relieved of all responsibility under this agreement for collecting on parcels not properly included in the legal descriptions set forth in Section 3 of this contract.

12. This Contract shall be recorded in the records of the Snohomish County Auditor, and it shall be binding upon the parties, their heirs, successors and assigns. The Developer agrees to reimburse the City for the recording fee and for all legal fees and other costs associated with the execution and recordation of the agreement.

ATTEST:

By: _____
CITY CLERK

APPROVED AS TO FORM:

By: _____
CITY ATTORNEY

THE CITY OF MARYSVILLE:

By: _____
MAYOR

DEVELOPER:

Larry Nyland, Superintendent
Marysville School District No. 25

For Mayor:

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that JON NEHRING is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the 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 _____

For Individual:

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 _____ signed this instrument and acknowledged it to be _____ free and voluntary act 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 _____

For Representative or Company:

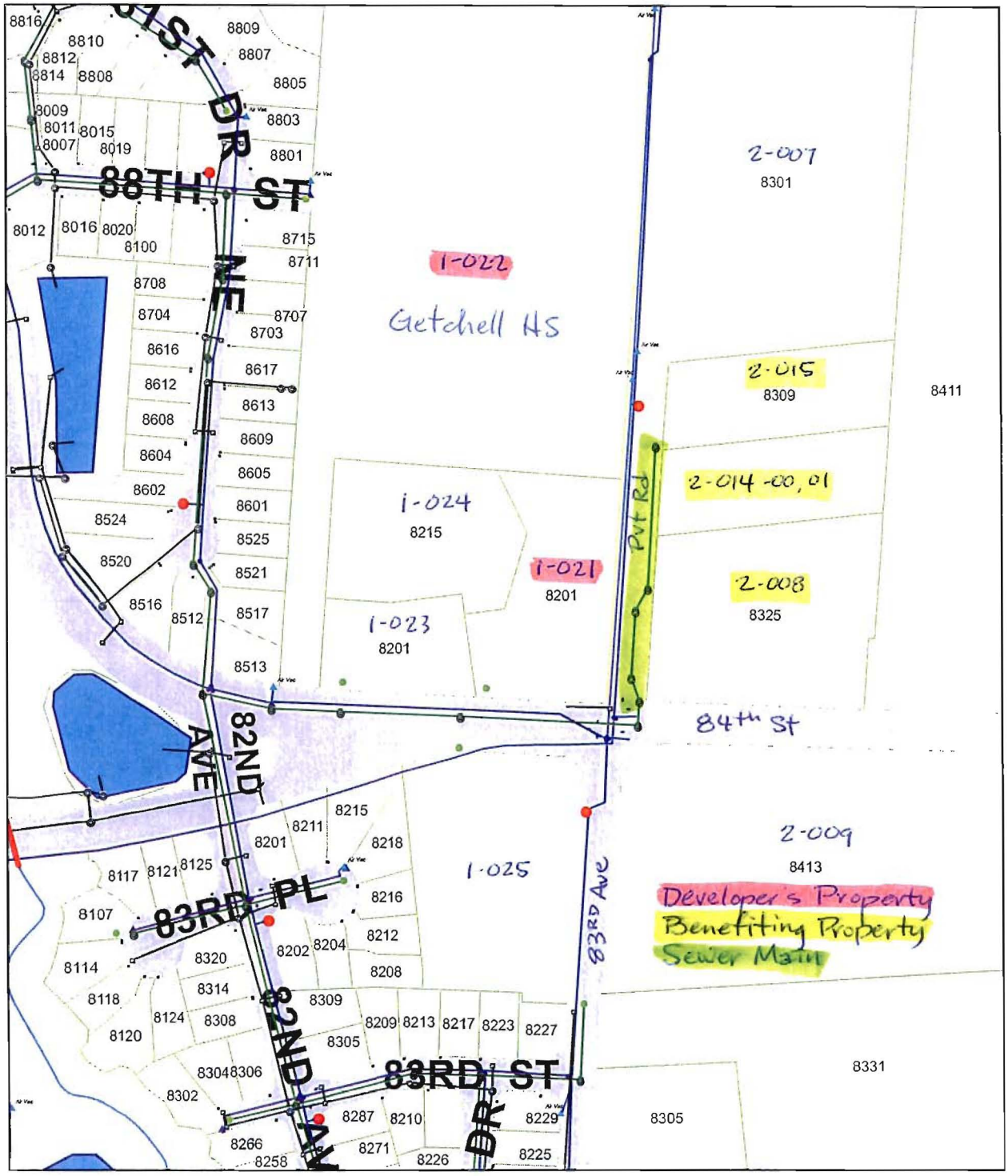
STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Larry Nyland is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Superintendent of Marysville Sd to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 21 day of Oct, 2011.

Notary Public
State of Washington
MICHELLE M TURNER
My Appointment Expires Apr 14, 2015

Michelle M Turner
Michelle M Turner
(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at Marysville, WA
My commission expires 4-14-15



City Limits
Stormdrain Culverts
Stormdrain Catchbasins
TYPE 1
TYPE 2
Stormdrain Facilities
Stormdrain Lines

Sewer Service Area
Sewer Cleanouts
Sewer Lift Stations
Sewer Manholes

Sewer Lines
ACTIVE
DRY LINE
ABANDONED

Water Service Area

Water Lines
ACTIVE
INACTIVE
ABANDONED
Water Meters

Water Storage Facilities

Water Pump Stations
Water PRVs
Water Blowoffs
Water Airvacs
Water Valves - Other

Water Valves - Main
POSITION
CLOSED
OPEN
UNKNOWN
Water Valve Markers
Water Hydrants
Water Sampling Sites

DNR Catchbasins (UGA)
DNR Culverts (County)
DNR Drain points (UGA)
DNR Detention facilities (County)
DNR Cross sections (UGA)
DNR Drainange network (UGA)
Adopt-a-stream culverts

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

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 14, 2011

AGENDA ITEM: Recovery Contract for Marysville School Dist, Getchell HS (Sewer main in 84th St NE)	AGENDA SECTION:
PREPARED BY: Deryl Taylor, Development Services Technician	AGENDA NUMBER:
ATTACHMENTS: • Sewer Recovery Contract • Exhibit – Map	APPROVED BY: MAYOR / CAO
BUDGET CODE:	AMOUNT:

This Recovery Contract establishes a fair fee for latecomers benefiting from a 12" sewer main in 84th St NE located on the south side of Msvl-Getchell High School.
The recoverable amount of this Recovery Contract is $74,052.00.

RECOMMENDED ACTION: Public Works and Community Development staff recommends Council authorize the Mayor to sign the contract.
COUNCIL ACTION:

COVER SHEET

Return Address:

CITY OF MARYSVILLE
1049 STATE AVENUE
MARYSVILLE, WA 98270

(Please print or type information)

Document Title(s): (or transactions contained therein) Getchell HS

Recovery Contract for Utility Construction Costs (Sewer Main on 84th St NE)

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

Marysville School District #25

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

CITY OF MARYSVILLE

Legal description: (abbreviated - i.e., lot, block, plat or section, township, range, qtr./qtr.) 84th St NE

A portion of the SE Qtr of the NE Qtr of Sec 23, T30N, R5E, W.M., Snohomish County, WA. Add'l on p. ___

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

Assessor's Property Tax Parcel/Account Number:

300523-001-023-00, 300523-001-024-00, 300523-001-025-00

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

After Recording Return to:

CITY OF MARYSVILLE
1049 STATE AVENUE
MARYSVILLE, WA 98270

CITY OF MARYSVILLE
CONTRACT FOR RECOVERY OF UTILITY CONSTRUCTION COSTS
CONTRACT NO. _____

THIS AGREEMENT, entered into by and between the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, hereinafter referred to as "City," and

Name	Address
Marysville School District No. 25	**4220 80th Street NE** **Marysville, WA 98270**

hereinafter referred to as "Developer."

W I T N E S S E T H:

WHEREAS, the Developer has constructed and installed a **sewer** (water, sewer, or storm drainage) system, including a(n) **12**-inch line and appurtenances situated as follows:

Approximately 555 LF of 12" offsite sewer main located on the south side of 84th Street NE between 82nd Avenue and 83rd Avenue NE.

WHEREAS, the Developer has conveyed said system by Bill of Sale to the City and the City has accepted ownership and maintenance of the same under its sole jurisdiction, subject to a one-year warranty by the Developer; and

WHEREAS, the parties desire to enter into a contract pursuant to Chapter 35.91 RCW providing for reimbursement to the Developer for its construction and installation costs by subsequent users of the system; NOW, THEREFORE,

IN CONSIDERATION of the covenants bargained for and given in exchange, the parties mutually agree as follows:

1. The Developer has furnished or shall furnish the City with an as-built drawing of the installation of the above-referenced system on mylar, 24" x 36" in size, together with receipted bills showing that all charges and expenses incurred in connection with the installation have been paid.

2. The Developer's costs for construction and installation of said utility lines and facilities, including engineering fees, were **$137,879.45**, which have been paid in full by the Developer.

3. The real property described below (or described in the exhibit attached hereto) is benefited by the installation of said utility lines, and is subject to the lien created by this Contract:

Three properties located in the SE Quarter of the NE Quarter of Section 23, Township 30 North, Range 5 East, W.M. Tax parcel #'s 300523-001-023-00, 300523-001-024-00, & 300523-001-025-00.

4. The proportionate share of the total cost of the utility lines which may be fairly attributed to serving and benefiting the above-described property, as a whole, rather than serving and benefiting the property of the Developer, is **$74,052.00**.

5. For a period not to exceed fifteen (15) years from the date of this agreement, the City agrees to require the owners of the above-described real estate who hereafter connect to the above-described utility system to pay a fair pro rata share of the cost referred to in paragraph 4 above. This fair pro-rata share shall be determined from the length of the street frontage of the property to be served, which is known as the "front footage charge." This, however, does not include any other capital improvement charges levied by the City, whether it be by square footage of the area served, and/or a flat fee. No property extending beyond the terminus of the above-described system, as of the date said system has been accepted by the City, shall be served by said system unless there is an extension from said terminus which is constructed and financed in accordance with state and local laws and ordinances.

6. The fair pro-rata share is hereby established to be **$134.64** per lineal foot of frontage.

7. No person, firm or corporation shall be granted a permit or be authorized by the City to connect to or use the above-described utility system during said fifteen-year period without first meeting the following conditions:

a. If the property is not within the City limits, the owner thereof must sign an annexation covenant as required by City ordinance.

b. Payment of all applicable connection charges, fees and assessments regularly imposed by City ordinance.

c. Payment of the recovery charge referred to in this Contract.

d. Compliance with all requirements for utility connections which are regularly imposed by City ordinance.

8. The City shall deduct a fee of $100.00 for each utility connection, said fee to be kept by the City to cover the cost of administering this Contract. The City shall then disburse the remaining balance which is collected for each connection to the Developer within thirty (30) days of receipt thereof. If the Developer shall hereafter assign its rights herein, the City shall be provided with a signed copy of such assignment by the Developer. The Developer hereby waives any claim which it or its successors or assigns may have if the City negligently fails to collect a reimbursement charge from a property owner connecting to the utility system.

9. At the end of the fifteen-year period, which shall commence upon the recording of this agreement, this agreement shall terminate in and of itself, notwithstanding that the full amount provided for herein may not have been recovered. Connection charges subsequent to the termination of this agreement shall be governed by ordinance of the City of Marysville, and all such charges shall be paid to the City for its use and benefit.

10. The provisions of this Contract shall not be construed as establishing the City as a public utility in the areas not already connected to the utility system; nor shall this Contract be construed as establishing express or implied rights for any property owner to connect to the City's utility system without first qualifying for such connection by compliance with all applicable City codes and ordinances.

11. The Developer agrees to hold the City harmless from any and all liability resulting from errors in the legal descriptions contained herein, and the City is relieved of all responsibility under this agreement for collecting on parcels not properly included in the legal descriptions set forth in Section 3 of this contract.

12. This Contract shall be recorded in the records of the Snohomish County Auditor, and it shall be binding upon the parties, their heirs, successors and assigns. The Developer agrees to reimburse the City for the recording fee and for all legal fees and other costs associated with the execution and recordation of the agreement.

ATTEST:

By: _____
CITY CLERK

APPROVED AS TO FORM:

By: _____
CITY ATTORNEY

THE CITY OF MARYSVILLE:

By: _____
MAYOR

DEVELOPER:

_____
Larry Nyland, Superintendent
Marysville School District No. 25

For Mayor:

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that JON NEHRING is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the 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 _____

For Individual:

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 _____ signed this instrument and acknowledged it to be _____ free and voluntary act 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 _____

For Representative or Company:

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

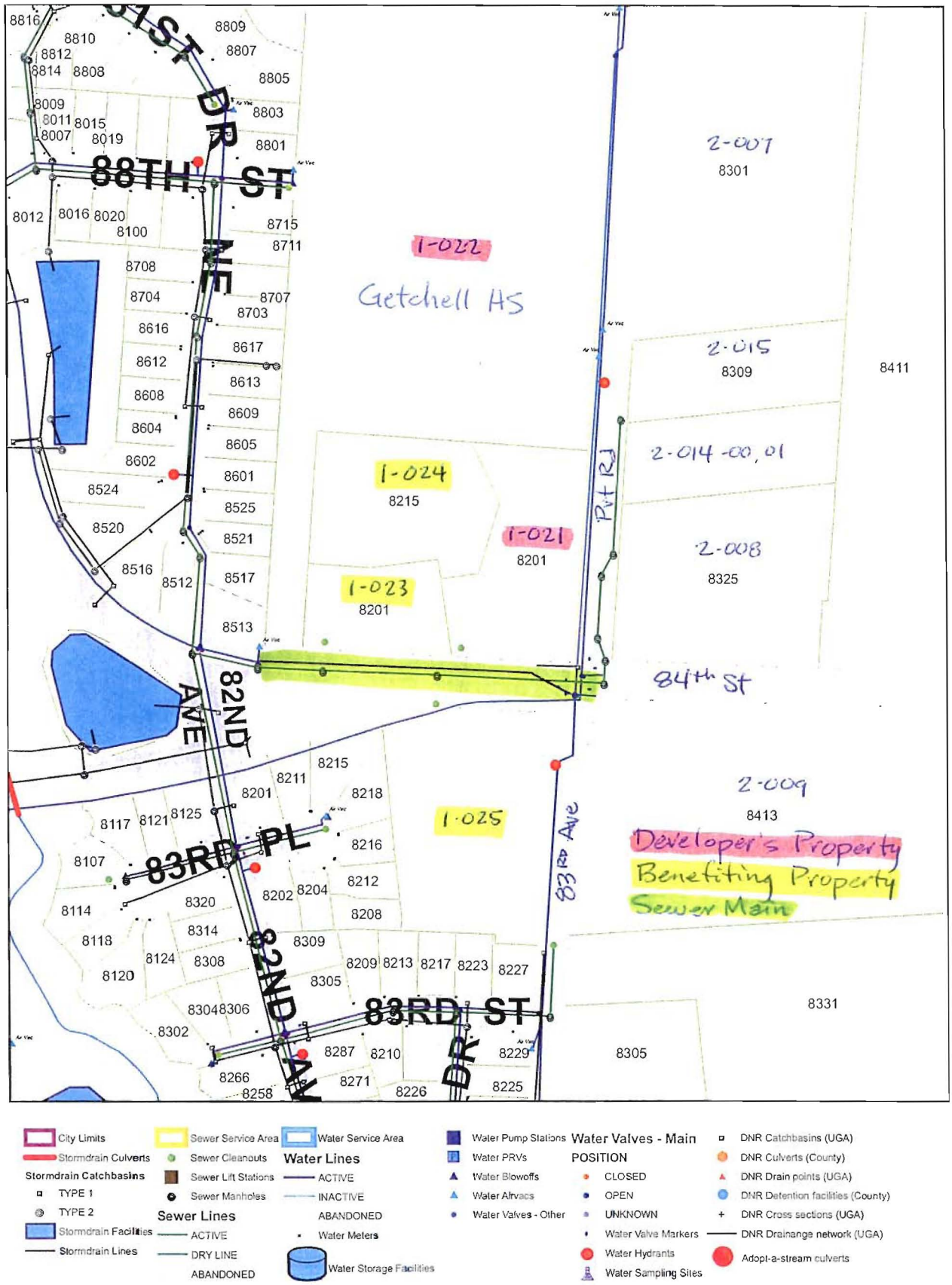
I certify that I know or have satisfactory evidence that Larry Nyland is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Superintendent of Marysville SD to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 21 day of Oct, 2011

Michelle M Turner

Michelle M Turner
(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at Marysville, WA
My commission expires 4-14-15

Notary Public
State of Washington
MICHELLE M TURNER
My Appointment Expires Apr 14, 2015



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

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 14, 2011

AGENDA ITEM: Recovery Contract for Marysville School Dist No. 25, Getchell HS (Water main in 84th St NE)	AGENDA SECTION:	
PREPARED BY: Deryl Taylor, Development Services Technician	AGENDA NUMBER:	
ATTACHMENTS: • Water Recovery Contract • Exhibit – Map	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

This Recovery Contract establishes a fair fee for latecomers benefiting from an 8" water main in 84th St NE located on the south side of Msvl-Getchell High School.
The recoverable amount of this Recovery Contract is $28,435.00.

RECOMMENDED ACTION: Public Works and Community Development staff recommends Council authorize the Mayor to sign the contract.
COUNCIL ACTION:

COVER SHEET

Return Address:

CITY OF MARYSVILLE
1049 STATE AVENUE
MARYSVILLE, WA 98270

(Please print or type information)

Document Title(s): (or transactions contained therein) Getchell HS

Recovery Contract for Utility Construction Costs (Water Main on 84th St NE)

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

Marysville School District #25

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

CITY OF MARYSVILLE

Legal description: (abbreviated - i.e., lot, block, plat or section, township, range, qtr./qtr.) 84th St NE

A portion of the SE Qtr of the NE Qtr of Sec 23, T30N, R5E, W.M., Snohomish County, WA. Add'l on p. ___

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

Assessor's Property Tax Parcel/Account Number:

300523-001-023-00, 300523-001-024-00, 300523-001-025-00

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

After Recording Return to:

CITY OF MARYSVILLE
1049 STATE AVENUE
MARYSVILLE, WA 98270

CITY OF MARYSVILLE
CONTRACT FOR RECOVERY OF UTILITY CONSTRUCTION COSTS
CONTRACT NO. _____

THIS AGREEMENT, entered into by and between the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, hereinafter referred to as "City," and

Name	Address
Marysville School District No. 25	**4220 80th Street NE** **Marysville, WA 98270**

hereinafter referred to as "Developer."

W I T N E S S E T H:

WHEREAS, the Developer has constructed and installed a **water** (water, sewer, or storm drainage) system, including a(n) **8**-inch line and appurtenances situated as follows:

Approximately 600 LF of 8" offsite water main located on the north side of 84th Street NE between 82nd Avenue and 83rd Avenue NE.

WHEREAS, the Developer has conveyed said system by Bill of Sale to the City and the City has accepted ownership and maintenance of the same under its sole jurisdiction, subject to a one-year warranty by the Developer; and

WHEREAS, the parties desire to enter into a contract pursuant to Chapter 35.91 RCW providing for reimbursement to the Developer for its construction and installation costs by subsequent users of the system; NOW, THEREFORE,

IN CONSIDERATION of the covenants bargained for and given in exchange, the parties mutually agree as follows:

1. The Developer has furnished or shall furnish the City with an as-built drawing of the installation of the above-referenced system on mylar, 24" x 36" in size, together with receipted bills showing that all charges and expenses incurred in connection with the installation have been paid.

2. The Developer's costs for construction and installation of said utility lines and facilities, including engineering fees, were **$52,945.00**, which have been paid in full by the Developer.

3. The real property described below (or described in the exhibit attached hereto) is benefited by the installation of said utility lines, and is subject to the lien created by this Contract:

Three properties located in the SE Quarter of the NE Quarter of Section 23, Township 30 North, Range 5 East, W.M. Tax parcel #'s 300523-001-023-00, 300523-001-024-00, & 300523-001-025-00.

4. The proportionate share of the total cost of the utility lines which may be fairly attributed to serving and benefiting the above-described property, as a whole, rather than serving and benefiting the property of the Developer, is **$28,435.00**.

5. For a period not to exceed fifteen (15) years from the date of this agreement, the City agrees to require the owners of the above-described real estate who hereafter connect to the above-described utility system to pay a fair pro rata share of the cost referred to in paragraph 4 above. This fair pro-rata share shall be determined from the length of the street frontage of the property to be served, which is known as the "front footage charge." This, however, does not include any other capital improvement charges levied by the City, whether it be by square footage of the area served, and/or a flat fee. No property extending beyond the terminus of the above-described system, as of the date said system has been accepted by the City, shall be served by said system unless there is an extension from said terminus which is constructed and financed in accordance with state and local laws and ordinances.

6. The fair pro-rata share is hereby established to be **$51.70** per lineal foot of frontage.

7. No person, firm or corporation shall be granted a permit or be authorized by the City to connect to or use the above-described utility system during said fifteen-year period without first meeting the following conditions:

a. If the property is not within the City limits, the owner thereof must sign an annexation covenant as required by City ordinance.

b. Payment of all applicable connection charges, fees and assessments regularly imposed by City ordinance.

c. Payment of the recovery charge referred to in this Contract.

d. Compliance with all requirements for utility connections which are regularly imposed by City ordinance.

8. The City shall deduct a fee of $100.00 for each utility connection, said fee to be kept by the City to cover the cost of administering this Contract. The City shall then disburse the remaining balance which is collected for each connection to the Developer within thirty (30) days of receipt thereof. If the Developer shall hereafter assign its rights herein, the City shall be provided with a signed copy of such assignment by the Developer. The Developer hereby waives any claim which it or its successors or assigns may have if the City negligently fails to collect a reimbursement charge from a property owner connecting to the utility system.

9. At the end of the fifteen-year period, which shall commence upon the recording of this agreement, this agreement shall terminate in and of itself, notwithstanding that the full amount provided for herein may not have been recovered. Connection charges subsequent to the termination of this agreement shall be governed by ordinance of the City of Marysville, and all such charges shall be paid to the City for its use and benefit.

10. The provisions of this Contract shall not be construed as establishing the City as a public utility in the areas not already connected to the utility system; nor shall this Contract be construed as establishing express or implied rights for any property owner to connect to the City's utility system without first qualifying for such connection by compliance with all applicable City codes and ordinances.

11. The Developer agrees to hold the City harmless from any and all liability resulting from errors in the legal descriptions contained herein, and the City is relieved of all responsibility under this agreement for collecting on parcels not properly included in the legal descriptions set forth in Section 3 of this contract.

12. This Contract shall be recorded in the records of the Snohomish County Auditor, and it shall be binding upon the parties, their heirs, successors and assigns. The Developer agrees to reimburse the City for the recording fee and for all legal fees and other costs associated with the execution and recordation of the agreement.

ATTEST:

By: _____
CITY CLERK

APPROVED AS TO FORM:

By: _____
CITY ATTORNEY

THE CITY OF MARYSVILLE:

By: _____
MAYOR

DEVELOPER:

_____
Larry Nyland, Superintendent
Marysville School District No. 25

For Mayor:

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that JON NEHRING is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the 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 _____

For Individual:

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 _____ signed this instrument and acknowledged it to be _____ free and voluntary act 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 _____

For Representative or Company:

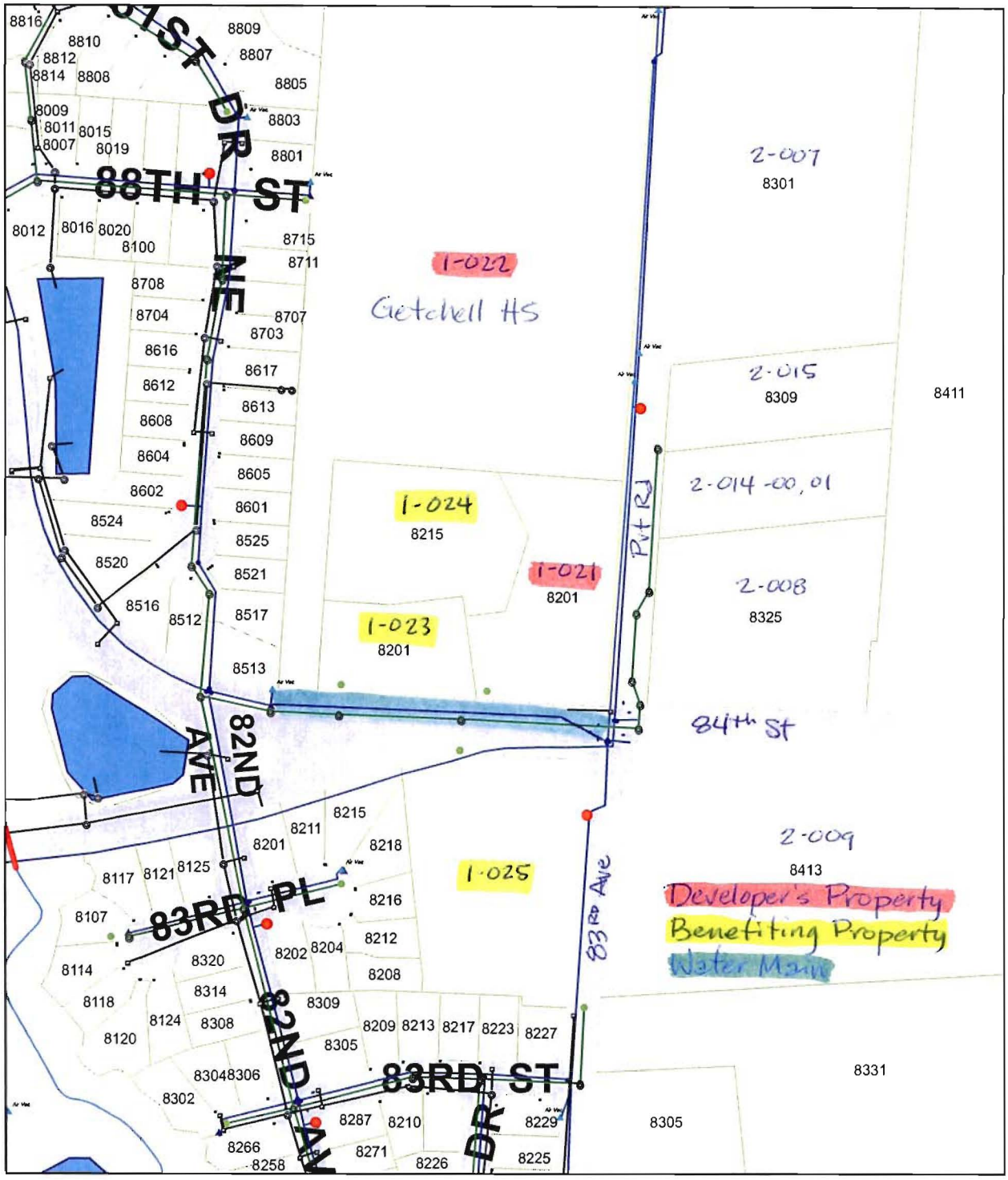
STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Larry Nyland is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Superintendent of Marysville SD to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 21 day of Oct, 20 11.

Michelle M Turner
Michelle M Turner
(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at Marysville, WA
My commission expires 4-14-15

Notary Public
State of Washington
MICHELLE M TURNER
My Appointment Expires Apr 14, 2015



City Limits
Stormdrain Culverts
Stormdrain Catchbasins
TYPE 1
TYPE 2
Stormdrain Facilities
Stormdrain Lines
Sewer Service Area
Sewer Cleanouts
Sewer Lift Stations
Sewer Manholes
Sewer Lines
ACTIVE
DRY LINE
ABANDONED
Water Service Area
Water Lines
ACTIVE
INACTIVE
ABANDONED
Water Meters
Water Storage Facilities
Water Pump Stations
Water PRVs
Water Blowoffs
Water Airvacs
Water Valves - Other
Water Valves - Main
POSITION
CLOSED
OPEN
UNKNOWN
Water Valve Markers
Water Hydrants
Water Sampling Sites
DNR Catchbasins (UGA)
DNR Culverts (County)
DNR Drain points (UGA)
DNR Detention facilities (County)
DNR Cross sections (UGA)
DNR Drainange network (UGA)
Adopt-a-stream culverts

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