

Marysville City Council Meeting

March 26, 2012

7:00 p.m.

City Hall

Call to Order

Invocation/Pledge of Allegiance

Roll Call

Committee Report

Presentations

- A. Employee Services Awards
- B. Employee of the Month
- C. Proclamation - National Library Week
- D. Proclamation - Military Veterans Promotion (MVP) Year in Marysville

Audience Participation

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

1. Approval of March 5, 2012, City Council Work Session Minutes.

Consent

2. Approval of the March 7, 2012, Claims in the Amount of \$912,643.12; Paid by Check Number's 75711 through 75844.
3. Approval of the March 14, 2012, Claims in the Amount of \$1,045,311.76; Paid by Check Number's 75845 through 76005.

Review Bids

Public Hearings

New Business

4. Professional Services Agreement with James G Murphy, Co. to Provide Auctioneering Services.
5. Final Plat of Shasta Ridge Phase 2.
6. Amendment No. 1 to Grant Agreement No. G1100065 between the State of Washington Department of Ecology and City of Marysville.
7. An **Ordinance** of the City of Marysville, Washington, Amending the City's Development Regulations by Amending Sections 22G090.170 and 22G090.380 of MMC Chapter 22G.090, Subdivisions and Short Subdivisions; Amending Section 22G.100.120 of MMC Chapter 22A.010, General Administration, Related to Tracking Amendments to the City's Uniform Development Code.

Marysville City Council Meeting

March 26, 2012

7:00 p.m.

City Hall

New Business

8. An **Ordinance** of the City of Marysville Amending MMC 2.04.020 Relating to the Location of the City Council Meetings.
9. A **Resolution** of the City of Marysville Relating to Procedures for the Conduct of Business at Council Meetings, and Repealing Resolution No. 2067.
13. A **Resolution** of the City Council of the City of Marysville, Washington Finding That an Emergency Had Occurred and Waiving the Requirement for Public Bidding for Roof Repairs to the City's Municipal Court Building.

Legal

Mayor's Business

10. Library Board Reappointments: Michael Wray and Tom King.
11. Civil Service Reappointment: Kamille Norton.
12. Park and Recreation Board Reappointment: Scott Allen.

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.

**National Library Week 2012
Proclamation**

WHEREAS, libraries have historically served as our nation's great equalizers of knowledge by providing free access to all;

WHEREAS; libraries work to meet the changing needs of their users, including building collections, expanding outreach services and increasing programming;

WHEREAS, our nation's libraries provide a forum for diverse ideas and points of view that help us better understand each other and ourselves;

WHEREAS, librarians are trained professionals, helping people of all ages and backgrounds find and interpret the information they need to live, learn and work in a challenging economy;

WHEREAS, librarians design and offer programs to meet their community's economic needs, providing residents with resume writing classes, interviewing workshops and job seeking resources;

WHEREAS, libraries are part of the American dream, places for education, opportunity and lifelong learning;

WHEREAS, libraries, librarians, library workers and supporters across America are celebrating National Library Week;

NOW, THEREFORE, be it resolved that I, Jon Nehring, Mayor of the City of Marysville proclaim April 8-14, 2012, as

National Library Week

I encourage all residents to visit the Marysville Library this week to take advantage of the wonderful resources available at your library.

Under my hand and seal this 26th day of March 2012.

THE CITY OF MARYSVILLE

Jon Nehring, Mayor



PROCLAMATION

Military Veterans Promotions Year 2012

- WHEREAS, Millions of American men and women have answered the call to duty in defending the hard-won freedoms we enjoy today; and
- WHEREAS, sacrifice is meaningless without remembrance, gratitude, and the collective consciousness of all citizens; and
- WHEREAS, Operation Military Family, founded in 2007 in Edmonds, WA, by Navy Veteran Michael Schindler, has as its mission to enrich and strengthen service members, Veterans and their families; and
- WHEREAS, Operation Military Family wanted to create a way for merchants to better support our Veterans and returning troops on a permanent basis and thus created the Military Veterans Promotions Network, or MVP, which offers year-round promotions and discounts to our military veterans and service members; and
- WHEREAS, we hope Marysville businesses and merchants across the nation will consider becoming a member of the MVP network as a way to salute our troops and their families, and show our appreciation for our military Veterans' service to our country;

NOW, THEREFORE, I, Jon Nehring, Mayor of the City of Marysville, do hereby proclaim 2012 as

“Military Veterans Promotions Year in Marysville”

and ask the business community and citizens to join me in this special observance to recognize the hardships and sacrifices of our veterans and their families, and to give them the recognition they deserve.

Under my hand and seal this twenty-sixth day of March, 2012.

THE CITY OF MARYSVILLE

MAYOR

Regular Meeting
March 5, 2012

Call to Order / Pledge of Allegiance

Mayor Nehring called the meeting to order at 7:00 p.m. and led those present in the Pledge of Allegiance.

Roll Call

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

Mayor: Jon Nehring

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

Absent: Jeff Vaughan

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

Mayor Nehring said he received a phone call from Councilmember Vaughan who informed him he is ill.

Motion made by Councilmember Seibert, seconded by Councilmember Rasmussen, to excuse the absence of Councilmember Vaughan. **Motion** passed unanimously (6-0).

Committee Reports

Councilmember Seibert reported on the March 2 Public Works Committee Meeting where they discussed the work plans for Public Works for the next year. They have quite a work load. They do have some challenges, but it sounds like they will accomplish what they need to.

Councilmember Toyer reported on the March 1 Graffiti Task Force meeting. The Graffiti Paint Out is scheduled for April 14 from 9 to 12. There are over a hundred volunteers so far.

Approval of Minutes

1. Approval of February 13, 2012, City Council Meeting Minutes.
2. Approval of February 27, 2012, City Council Meeting Minutes.

Consent

3. Approval of February 22, 2012, Claims in the Amount of \$204,948.98; Paid by Check Number's 75423 through 75575 with Check Number 71383 Voided.
4. Approval of February 29, 2012, Claims in the Amount of \$576,226.33; Paid by Check Number's 75576 through 75710 with Check Number's 72338 and 75349 Voided.
5. Approval of February 17, 2012, Payroll in the Amount of \$783,359.83; Paid by Check Number's 25168 through 25206.
6. Approval of the March 5, 2012 Payroll in the Amount of \$1,367,365.57; Paid by Check Numbers 25207 through 25255.

Review Bids

9. Award the bid for the Crown Pacific Site Cleanup contract to Skycorp, LTD in the amount of \$92,886.67 including Washington State Sales Tax and approve a management reserve of \$10,000 for a total allocation of \$102,886.67

Director Nielsen said there were 13 bidders for this project which has been in the works for almost two years. The low bidder was Skycorp in the amount of about \$92,000. Staff is requesting an additional \$10,000 for a management reserve since this is a cleanup project. The consultant will be onsite while they are digging to do the testing. They will try to coordinate the digging with the tides so they don't have to do a lot of dewatering. This is a small, but technical project. \$85,000 of the funding for this is for construction funds out of an EPA Brownfields Grant.

Councilmember Mueller asked if the tidal issues were because they were digging so far down they were going below the high tide mark. Director Nielsen affirmed this.

CAO Hirashima added that they are striving to receive a record of clean site from both the State Department of Ecology as well as the Federal EPA. This has been a good learning experience for doing a Brownfields Grant and going through the process of getting a clean bill of health for a site. Director Nielsen commended CAO Hirashima for obtaining this the grant.

Councilmember Mueller asked what will replace the contaminated soil. Director Nielsen explained that they have material tested out of a pit outside of Granite Falls. They will be backfilling it with the imported material.

Councilmember Toyer asked about the history of this site. Director Nielsen explained that this was an old gas station and logging site. The City will be removing diesel-contaminated soil.

Mayor Nehring thanked Director Nielsen and CAO Hirashima for their work on this project.

Public Hearings

New Business

7. Interlocal Agreement for Emergency Management Services with Snohomish County.

Councilmember Mueller wondered why they were renewing this so early when they have until June to terminate. Director Langdon explained that June is the termination date for 2013. CAO Hirashima explained that this contract has actually been delayed and was due for renewal January 1 for 2012. She explained it got delayed because there was a provision in the contract that the County was insisting on including. They wanted the City to adopt the County's Human Rights Ordinance. At the end of the year the County changed their policy and allowed cities not to adopt it. Director Nielsen thanked City Attorney Grant Weed for his work on that issue. He noted that they had many interlocal agreements with the County that had that provision in there. City Attorney Weed worked diligently for the City to get that provision removed.

8. Application for CrossFit Marysville, LLC to Conduct a Special Event on Saturday, March 24, 2012, Including the Street Closure of Columbia Avenue, as Requested by the Applicant.

CAO Hirashima explained this is a street closure for a fitness competition that will occur on March 24. There were no questions or comments.

Legal

Mayor's Business

- Economic Alliance Snohomish County had a great Economic Forecast Panel with an economist and a panel. This is the first year he has heard the panel and the economist predict net gains across the board for the economy in 2012.
- Community Transit met on March 1 and contracted awarded contracted bus services and supply and delivery of engine parts.

- He reminded Council members to complete the F1 form which is due on April 15 along with their taxes.
- He was contacted by a citizen who recommended making Marysville, Indiana a sister city. The city was seriously affected by the recent tornadoes. Councilmember Seibert recalled that Marysville, Australia had a fire and the City did a Resolution for that. Councilmember Rasmussen commented that Marysville, Indiana was a city of under 2,000 and sustained severe damage from the tornado. She spoke in support of doing a Resolution and asking citizens to donate to the Red Cross on behalf of Marysville, WA, since the Red Cross already has a presence there.

Staff Business

Robb Lamoureux had no comments

Kevin Nielsen had no comments

Sandy Langdon stated that she has been busy following budget at the state level.

Steve Mueller asked for details about the invoice on tab 4, Equipment Rental, page 3. He thought a car should be considered a Capital purchase. Finance Director Langdon explained they have to purchase it through Equipment Rental, but then they transfer it to Capital at the end of the year. Equipment Rental includes both Capital and Operations. Staff explained how this process works.

Grant Weed stated the need for an Executive Session to discuss one potential litigation item with no action taken. He estimated they would need 15 minutes.

Gloria Hirashima reported that the Community Development Block Grant Consolidated Plan was issued today and has a 30-day comment period. It is accessible on the City's website. Public hearings will be held after the comment period.

Call on Councilmembers

Michael Stevens had no comments.

Carmen Rasmussen had no comments.

Jeff Seibert informed the Council that he may need an excused absence next Monday.

Donna Wright commented that it was a nice memorial service for former Councilmember Ken Baxter. It was nice to see all the people who attended. She also appreciated the speakers. She informed Council that that National League of Cities would be held in Seattle in December of 2013. She recommended keeping this in mind for budgeting. She noted that they might want to put together a youth contingency to represent the City.

Steve Muller concurred that the memorial service for Ken Baxter was a very nice event.

Rob Toyer had no comments.

The Council recessed at 8:26 p.m. for four minutes after which time they reconvened into Executive Session to discuss one potential litigation item. It was announced that the Executive Session would last 15 minutes with no action expected.

Executive Session

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

Adjournment

Seeing no further business Mayor Nehring adjourned the meeting at 8:55 p.m.

Approved this _____ day of _____, 2012.

Mayor
Jon Nehring

April O'Brien
Deputy City Clerk

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: March 26, 2012

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

Please see attached.

RECOMMENDED ACTION:

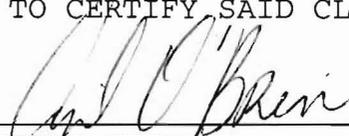
The Finance and Executive Departments recommend City Council approve the **March 7, 2012** claims in the amount of **\$912,643.12** paid by **Check No.'s 75711 through 75844.**

COUNCIL ACTION:

BLANKET CERTIFICATION

CLAIMS
FOR
PERIOD-3

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 **\$912,643.12 PAID BY CHECK NO.'S 75711 THROUGH 75844** 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

3/10/12

DATE

MAYOR

DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **26TH DAY OF MARCH 2012.**

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 3/1/2012 TO 3/7/2012**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
75711	ABLE LABEL INC	THERMAL LABELS	PURCHASING/CENTRAL STOF	185.63
75712	ALFYS PIZZA	MEAL REIMBURSEMENT	RECREATION SERVICES	49.39
75713	AMERICAN PUBLIC WORK	DUES-WOODS	ENGR-GENL	159.00
75714	AMSAN SEATTLE	DEGREASER	ER&R	266.65
75715	ARAMARK UNIFORM	UNIFORM CLEANING	MAINTENANCE	14.28
75716	ASH CITY USA, INC.	POLO SHIRTS	GOLF COURSE	739.21
75717	ASSOCIATED BAG ASSOCIATED BAG	EVIDENCE BAGS	GENERAL FUND	-27.20
75718	BAKER, MARILYN	JURY DUTY	POLICE PATROL	343.39
75719	BARRETT, SUZANNE	INSTRUCTOR SERVICES	COURTS	41.66
75720	BEN MEADOWS	SURVEY VEST	RECREATION SERVICES	96.00
75721	BERKLEY, KATHY	RENTAL DEPOSIT REFUND	STORM DRAINAGE	82.56
75722	BICKFORD FORD	FRONT BRAKE ROTOR/PAD SET	GENERAL FUND	200.00
75723	BLANKENBURG, SARAH	JURY DUTY	ER&R	390.83
75724	BOERSEMA, DAVID		COURTS	33.33
75725	BOSSE, CRYSTAL	REFUND	COURTS	24.44
75726	BRULEY, MONICA	RENTAL DEPOSIT REFUND	PARKS-RECREATION	48.00
75727	BUELL, DOUG BUELL, DOUG	SUPPLY REIMBURSEMENT	GENERAL FUND	100.00
75728	CAIN, KEVIN	JURY DUTY	EXECUTIVE ADMIN	41.50
75729	CALLAGHAN, THOMAS CALLAGHAN, THOMAS CALLAGHAN, THOMAS	UTILITY TAX REBATE	EXECUTIVE ADMIN	74.24
75730	CANNAVAN, RENE	REFUND	COURTS	18.88
75731	CARNEGIE, MARY CARNEGIE, MARY CARNEGIE, MARY	UTILITY TAX REBATE	UTIL ADMIN	36.22
75732	CARRS ACE	PLIERS, LINKINGS, LAGS, ETC.	NON-DEPARTMENTAL	42.48
75733	CHAMPERS, DARLAINE CHAMPERS, DARLAINE CHAMPERS, DARLAINE	UTILITY TAX REBATE	UTIL ADMIN	128.41
75734	CLARK, AMANDA	REFUND	PARKS-RECREATION	15.00
75735	COFFMAN, MARY	JURY DUTY	NON-DEPARTMENTAL	17.52
75736	COOP SUPPLY	GARBAGE CAN	UTIL ADMIN	36.22
75737	COSTA, MELVIN	RENTAL DEPOSIT REFUND	UTIL ADMIN	128.41
75738	CRIM, T M	UB 780023000000 5205 64TH AVE	PARK & RECREATION FAC	58.21
75739	CRYSTAL SPRINGS	WATER DELIVERED & HOT/COLD REN	UTIL ADMIN	36.22
75740	DAILY JOURNAL OF COM	LEGAL ADS	NON-DEPARTMENTAL	52.01
75741	DAVIS, RAY	REFUND	UTIL ADMIN	128.41
75742	DICKS TOWING	TOWING EXPENSE MP 12-1109	PARKS-RECREATION	4.00
75743	E&E LUMBER E&E LUMBER E&E LUMBER	WEEDER, JOINTER HOOK RATCHETS PAINT SUPPLIES	POLICE PATROL	43.44
75744	EAST JORDAN IRON WOR EAST JORDAN IRON WOR EAST JORDAN IRON WOR	VALVE BOX TOPS VALVE BOXES SHOP SUPPLIES	PARK & RECREATION FAC	12.47
75745	EDGE ANALYTICAL EDGE ANALYTICAL	LAB ANALYSIS	PARK & RECREATION FAC	43.42
75746	EMPLOYMENT SECURITY	EMPLOYMENT CHECKS	PARK & RECREATION FAC	101.18
			WATER/SEWER OPERATION	356.30
			WATER/SEWER OPERATION	366.33
			STORM DRAINAGE MAINTEN/	480.47
			WATER QUAL TREATMENT	10.00
			WATER QUAL TREATMENT	10.00
			WATER QUAL TREATMENT	10.00
			WATER QUAL TREATMENT	10.00
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			WATER QUAL TREATMENT	20.00
			WATER QUAL TREATMENT	20.00
			WATER QUAL TREATMENT	127.00
			WATER QUAL TREATMENT	180.00
			POLICE PATROL	9.50

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 3/1/2012 TO 3/7/2012**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
75747	EPLER, SUE	REFUND	PARKS-RECREATION	150.00
75748	FEDEX	SHIPPING EXPENSE	ROADS/STREETS CONSTRUC	20.91
75749	FLORATINE NORTHWEST	PERVADE, RAIDER TG	MAINTENANCE	366.18
75750	FOLEY, JANET	INSTRUCTOR SERVICES	RECREATION SERVICES	168.00
75751	FOOTJOY	GOLF SHOES	GOLF COURSE	85.34
	FOOTJOY		GOLF COURSE	675.49
75752	FOREMOST PROMOTIONS	SUPPLIES	GENERAL FUND	-40.25
	FOREMOST PROMOTIONS		CRIME PREVENTION	508.18
75753	FUENTES, CARMEN	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
75754	FULLER, DALE	JURY DUTY	COURTS	24.44
75755	GLEN'S RENTAL SALES	BELT, CHAINS	SIDEWALKS MAINTENANCE	91.98
	GLEN'S RENTAL SALES	BACKPACK BLOWERS	GENERAL SERVICES - OVERF	446.78
	GLEN'S RENTAL SALES		STORM DRAINAGE	446.78
75756	GOVCONNECTION INC	LAPTOP CAR ADAPTER	COMMUNITY DEVELOPMENT-	335.57
75757	GREENSHIELDS	CHAIN, RATCHET BINDER	PARK & RECREATION FAC	172.55
75758	GRIFFEN, CHRIS	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	150.00
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	225.00
75759	HANSON, LORNA	UTILITY TAX REBATE	NON-DEPARTMENTAL	108.33
75760	HD FOWLER COMPANY	REPAIR BAND	WATER/SEWER OPERATION	183.89
	HD FOWLER COMPANY	GREEN & BLUE MARKING PAINT	ER&R	255.43
	HD FOWLER COMPANY	MEASURING WHEELS	ER&R	265.96
	HD FOWLER COMPANY	SADDLES & U-BOLTS	WATER/SEWER OPERATION	366.72
	HD FOWLER COMPANY	12" METER BOX BASES	WATER/SEWER OPERATION	538.48
	HD FOWLER COMPANY	POLYMER CONCRETE LIDS	WATER/SEWER OPERATION	577.49
75761	HO, CHAN KYU	REFUND	GENL FUND BUS LIC & PERMI	50.00
75762	HOMETOWN FIREPLACE	PELLET STOVE MAINT.	PARK & RECREATION FAC	157.47
75763	HSBC BUSINESS SOLUTI	SUPPLY REIMBURSEMENT	COMMUNITY CENTER	21.16
	HSBC BUSINESS SOLUTI		PRO-SHOP	73.59
	HSBC BUSINESS SOLUTI		PARK & RECREATION FAC	127.87
75764	HUSTVEDT, ANN	REFUND	PARKS-RECREATION	30.00
75765	ICON ENTERPRISES	ANNUAL HOSTING/SUPPORT FEE	EXECUTIVE ADMIN	3,120.00
75766	IKON OFFICE SOLUTION	COPIER CHARGES	WASTE WATER TREATMENT	6.80
	IKON OFFICE SOLUTION		PROBATION	7.09
	IKON OFFICE SOLUTION		COMMUNITY CENTER	7.38
	IKON OFFICE SOLUTION		MAINTENANCE	9.77
	IKON OFFICE SOLUTION		GENERAL SERVICES - OVERF	16.09
	IKON OFFICE SOLUTION		UTILITY BILLING	18.36
	IKON OFFICE SOLUTION		CITY CLERK	20.48
	IKON OFFICE SOLUTION		FINANCE-GENL	20.48
	IKON OFFICE SOLUTION		PARK & RECREATION FAC	23.22
	IKON OFFICE SOLUTION		PERSONNEL ADMINISTRATIO	24.42
	IKON OFFICE SOLUTION		PERSONNEL ADMINISTRATIO	43.82
	IKON OFFICE SOLUTION		MUNICIPAL COURTS	77.43
	IKON OFFICE SOLUTION		ENGR-GENL	106.42
	IKON OFFICE SOLUTION		DETENTION & CORRECTION	134.51
	IKON OFFICE SOLUTION		LEGAL - PROSECUTION	163.89
	IKON OFFICE SOLUTION		EXECUTIVE ADMIN	169.55
	IKON OFFICE SOLUTION		UTIL ADMIN	169.98
	IKON OFFICE SOLUTION		COMMUNITY DEVELOPMENT-	189.89
	IKON OFFICE SOLUTION		POLICE INVESTIGATION	217.24
	IKON OFFICE SOLUTION		OFFICE OPERATIONS	777.11
75767	INSTITUTE OF TRANS	RENEWAL-TATUM	ENGR-GENL	275.00
75768	JOHNSON, SERENA	JURY DUTY	COURTS	17.77
75769	KOCHUBEY, ALEKSEY		COURTS	13.33
75770	KRISTOFFERSEN, MONIK	INSTRUCTOR SERVICES	RECREATION SERVICES	66.00
75771	KUNG FU 4 KIDS		RECREATION SERVICES	1,059.10
75772	LAB SAFETY SUPPLY	SUPPLIES	POLICE INVESTIGATION	127.79

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 3/1/2012 TO 3/7/2012

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
75773	LEIFER CONSTRUCTION	HYDRANT METER REFUND	WATER/SEWER OPERATION	96.75
75774	LIBBING, DEBBIE	REFUND	PARKS-RECREATION	300.00
75775	LICENSING, DEPT OF	BEEM, JIMMIE (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	BOREN, SHERRIE (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	BURGESS, KYLE (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	DIERCK, LINDA (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	EVANS, EDGAR (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	GARDNER, JEREMY (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	GARDNER, SHIRLEY (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	GEIER, SARENNA (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	GOODMAN, GARY (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	GOURNIER, NORMAND (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	LITTLE, TRINA (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	LOMINICK, DEBRA (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	LOMINICK, ROBERT (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MOORE, ANDREW (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MOSS, BRANDON (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MOSS, THERESA (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	PARRY, JUNE (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	PUCHELT, EDWARD (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	REECE, BRIAN (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	SCHAEFER, WALLACE (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	SIIVONEN, WAYNE (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	SMITH, ALLEN (ORIGINAL)	GENERAL FUND	18.00
75776	LIPPERT, WILLIAM	JURY DUTY	COURTS	35.54
75777	LOWES HIW INC	CARPET CLEANING SUPPLIES	PARK & RECREATION FAC	49.92
	LOWES HIW INC		UTIL ADMIN	49.92
	LOWES HIW INC		PUBLIC SAFETY FAC-GENL	49.93
	LOWES HIW INC		ADMIN FACILITIES	49.93
	LOWES HIW INC		COURT FACILITIES	49.93
	LOWES HIW INC		LIBRARY-GENL	49.93
75778	LTI, INC.	SALT	SNOW & ICE CONTROL	3,958.07
75779	MALAN, SALLY	JURY DUTY	COURTS	46.65
75780	MARYSVILLE AWARDS	NAMPLATE/ENGRAVING-HOEN	COMMUNITY DEVELOPMENT-	23.02
75781	MARYSVILLE FIRE DIST	FIRE CONTROL/EMERGENCY AID SER	FIRE-GENL	198,676.75
	MARYSVILLE FIRE DIST		FIRE-GENL	596,030.26
75782	MARYSVILLE FLORAL	ARRANGEMENT	CITY COUNCIL	99.91
75783	MARYSVILLE PRINTING	BUSINESS CARDS-VERMEULEN	POLICE PATROL	42.30
75784	MARYSVILLE, CITY OF	GARBAGE-15601 SMOKEY PT BLVD	ROADS/STREETS CONSTRUC	48.09
	MARYSVILLE, CITY OF	WTR/SWR-7115 GROVE ST	MAINTENANCE	239.55
	MARYSVILLE, CITY OF	WTR-6810 84TH ST NE	MAINTENANCE	509.42
	MARYSVILLE, CITY OF	WTR/SWR/GBG-7007 GROVE ST	MAINTENANCE	1,024.70
75785	MATTHIES, BETTY	UTILITY TAX REBATE	NON-DEPARTMENTAL	32.41
	MATTHIES, BETTY		UTIL ADMIN	36.22
	MATTHIES, BETTY		UTIL ADMIN	128.41
75786	MCINTOSH, PENNY		NON-DEPARTMENTAL	77.05
75787	MCKELVEY-BITTO, M		NON-DEPARTMENTAL	82.37
75788	MCLOUGHLIN & EARDLEY	HIDEAWAY CORNER STROBE BULB	ER&R	-13.34
	MCLOUGHLIN & EARDLEY		ER&R	168.45
75789	MEGAPATH CORPORATION	INTERNET SERVICES	COMPUTER SERVICES	262.75
75790	MILLER, ANNE	TRAVEL REIMBURSEMENT	COMMUNITY DEVELOPMENT-	1,222.18
75791	MINKLER, GAIL	JURY DUTY	COURTS	15.55
75792	MOUNTLAKE TERRACE	SSC DINNER MTG (4)	EXECUTIVE ADMIN	22.00
	MOUNTLAKE TERRACE		CITY COUNCIL	66.00
75793	MOYER, SHARON	UTILITY TAX REBATE	UTIL ADMIN	36.22
	MOYER, SHARON		NON-DEPARTMENTAL	84.69
	MOYER, SHARON		UTIL ADMIN	128.41

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 3/1/2012 TO 3/7/2012

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
75794	MURDOCK, RICHARD	JURY DUTY	COURTS	56.08
75795	NATIONAL SAFETY INC	GLOVES	ER&R	209.16
75796	NEIDENBERGER, CHERI	REFUND	PARKS-RECREATION	42.00
75797	NORTHROP, ANNETTE	JURY DUTY	COURTS	15.55
75798	OFFICE DEPOT	OFFICE SUPPLIES	MAINTENANCE	19.46
	OFFICE DEPOT		EXECUTIVE ADMIN	20.13
	OFFICE DEPOT		POLICE PATROL	59.95
	OFFICE DEPOT		POLICE INVESTIGATION	71.97
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	125.72
	OFFICE DEPOT		POLICE PATROL	141.73
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	204.45
	OFFICE DEPOT		POLICE PATROL	236.51
	OFFICE DEPOT		LEGAL-GENL	244.34
75799	OLASON, MONICA	INSTRUCTOR SERVICES	RECREATION SERVICES	42.00
	OLASON, MONICA		RECREATION SERVICES	67.20
	OLASON, MONICA		RECREATION SERVICES	120.00
	OLASON, MONICA		RECREATION SERVICES	168.00
	OLASON, MONICA		RECREATION SERVICES	240.00
75800	PACIFIC NW BUSINESS	TONER	POLICE PATROL	79.22
	PACIFIC NW BUSINESS		POLICE ADMINISTRATION	125.86
75801	PARO, CYNTHIA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
75802	PARTS STORE, THE	FILTERS	PARK & RECREATION FAC	135.86
	PARTS STORE, THE	SPOTLIGHT BULBS, CAR WASH SOAP	ER&R	170.19
	PARTS STORE, THE	WIPER BLADES,LED TURN LIGHTS	ER&R	260.36
75803	PENWAY LTD	PLANNING/LAND USE SIGNS	COMMUNITY DEVELOPMENT-	556.58
75804	PHILLIPS, WILLIAM	JURY DUTY	COURTS	36.66
75805	PLAYPOWER LT. FARMIN	MISC. HARDWARE	PARK & RECREATION FAC	41.49
75806	POSTAL SERVICE	POSTAGE	COMMUNITY CENTER	115.25
75807	PUD	ACCT #2016-1018-5	TRANSPORTATION MANAGEM	50.33
	PUD	ACCT #2009-9853-2	PARK & RECREATION FAC	50.66
	PUD	ACCT #2022-2076-0	MAINTENANCE	83.85
	PUD	ACCT #2027-9116-6	PUMPING PLANT	85.45
	PUD	ACCT #2023-6853-6	TRANSPORTATION MANAGEM	112.57
	PUD	ACCT #2021-7815-8	SEWER LIFT STATION	127.53
	PUD	ACCT #2021-8367-9	TRANSPORTATION MANAGEM	130.22
	PUD	ACCT #2016-7089-0	TRANSPORTATION MANAGEM	131.13
	PUD	ACCT #2021-4048-9	TRANSPORTATION MANAGEM	133.49
	PUD	ACCT #2021-0219-0	TRANSPORTATION MANAGEM	134.83
	PUD	ACCT #2008-6930-3	TRANSPORTATION MANAGEM	163.56
	PUD	ACCT #2000-8415-0	TRANSPORTATION MANAGEM	1,029.18
	PUD	ACCT #2026-8928-7	WASTE WATER TREATMENT	1,113.82
	PUD	ACCT #2016-3963-0	MAINTENANCE	1,740.52
	PUD	ACCT #2017-2118-0	WASTE WATER TREATMENT	28,108.55
75808	PUD	ELECTRICAL CONNECTORS	TRANSPORTATION MANAGEM	452.00
	PUD	PUD LIGHT REPLACEMENT	STREET LIGHTING	3,303.61
75809	RECREATION & PARK	MEMBERSHIP-KINGSFORD	RECREATION SERVICES	94.00
75810	RIGHT! SYSTEMS, INC.	DR SAN UPGRADE	CENTRAL SERVICES	781.92
75811	RUSSELL, DARLENE	REFUND	PARKS-RECREATION	15.00
75812	SCBOWBO REC BALL DIV	YOUTH BBALL REF'S	RECREATION SERVICES	3,720.00
75813	SCHMIDT, ANTHONY	REFUND	PARKS-RECREATION	60.00
75814	SEATTLE PUBLIC UTILI	GLOBAL POSITIONING SUBSCRIBER	STORM DRAINAGE	1,900.00
75815	SHANKLE, MARY	JURY DUTY	COURTS	21.11
75816	SIGARMS	WEAPONS	DRUG ENFORCEMENT	-115.59
	SIGARMS		DRUG ENFORCEMENT	-57.80
	SIGARMS		DRUG ENFORCEMENT	729.80
	SIGARMS		DRUG ENFORCEMENT	1,459.59
75817	SINGH, YADWINDER	JURY DUTY	COURTS	14.44

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 3/1/2012 TO 3/7/2012

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
75818	SISKUN POWER EQUIPME	2-STROKE OIL, TWINE	ER&R	216.46
75819	SMITH, ANDREW	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
75820	SMOKE, BRINDA	JURY DUTY	COURTS	49.98
75821	SNYDER, HARRIETT	UTILITY TAX REBATE	NON-DEPARTMENTAL	32.58
75822	SOUND SAFETY	GLOVES	ER&R	11.52
	SOUND SAFETY	JEANS-SZECHENSKI	PARK & RECREATION FAC	46.03
	SOUND SAFETY	BOOTS-BURKE	UTIL ADMIN	87.31
	SOUND SAFETY	JEANS-THORSON	MAINTENANCE	103.85
	SOUND SAFETY	JEANS-MECHLING	MAINTENANCE	111.77
	SOUND SAFETY	RAIN PANTS-ROTH	PARK & RECREATION FAC	115.07
	SOUND SAFETY	OVERALLS/JEANS-HARPRING	MAINTENANCE	270.02
	SOUND SAFETY	SHIRTS	ER&R	420.07
75823	SPEIGELBERG, PETER	JURY DUTY	COURTS	21.11
75824	SPIKES GOLF SUPPLIES	SOFT SPIKES	GOLF COURSE	97.93
75825	SPRINGBROOK NURSERY	GRAVEL	PARK & RECREATION FAC	21.00
75826	STROUT, SHAWN	JURY DUTY	COURTS	13.33
75827	SYME, JOAN	UTILITY TAX REBATE	UTIL ADMIN	36.22
	SYME, JOAN		NON-DEPARTMENTAL	37.31
	SYME, JOAN		UTIL ADMIN	128.41
75828	TAKLO, ROBERT		NON-DEPARTMENTAL	8.94
75829	THORSEN, SHARON		NON-DEPARTMENTAL	56.15
75830	TRANSPORTATION, DEPT	EBEY SLOUGH BRIDGE REPLACEMENT	GMA-PARKS	13,838.53
	TRANSPORTATION, DEPT	BIA PROJECT COSTS	GMA - STREET	15,391.35
75831	TULALIP CHAMBER	BBH (8)	EXECUTIVE ADMIN	69.00
	TULALIP CHAMBER		CITY COUNCIL	115.00
75832	TYLER TECHNOLOGIES	MUNIS UPGRADE VShell	COMPUTER SERVICES	868.80
75833	UNITED PARCEL SERVIC	LATE FEES	TRANSPORTATION MANAGEM	10.18
75834	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	60.85
75835	US IMPRINTS LLC	SUPPLIES	GENERAL FUND	-42.63
	US IMPRINTS LLC		CRIME PREVENTION	538.30
75836	VERIZON/FRONTIER	ACCT #1101641995410	UTIL ADMIN	30.22
	VERIZON/FRONTIER	ACCT #107355912203	MUNICIPAL COURTS	48.02
	VERIZON/FRONTIER		ENGR-GENL	48.02
	VERIZON/FRONTIER		EXECUTIVE ADMIN	48.02
	VERIZON/FRONTIER		PERSONNEL ADMINISTRATIO	48.02
	VERIZON/FRONTIER		UTILITY BILLING	48.02
	VERIZON/FRONTIER		LIBRARY-GENL	48.02
	VERIZON/FRONTIER		COMMUNITY CENTER	48.02
	VERIZON/FRONTIER		POLICE PATROL	48.02
	VERIZON/FRONTIER		GENERAL SERVICES - OVERT	48.02
	VERIZON/FRONTIER	ACCT.# 030275107943275503	STREET LIGHTING	49.59
	VERIZON/FRONTIER	ACCT #101043276407	STREET LIGHTING	54.40
	VERIZON/FRONTIER	ACCT #102241136800	MUNICIPAL COURTS	54.40
	VERIZON/FRONTIER	ACCT #103441136808	MUNICIPAL COURTS	54.40
	VERIZON/FRONTIER	ACCT #107747568401	OFFICE OPERATIONS	54.40
	VERIZON/FRONTIER	ACCT. # 03 0211 1068535202 08	MAINT OF GENL PLANT	54.40
	VERIZON/FRONTIER	ACCT. # 030211109943275106	STREET LIGHTING	54.40
	VERIZON/FRONTIER	ACCT.#03 0278 1025645669 04	PARK & RECREATION FAC	56.22
	VERIZON/FRONTIER	ACCT #1103241996301	UTIL ADMIN	65.73
	VERIZON/FRONTIER	ACCT #1108541996810	UTIL ADMIN	65.73
	VERIZON/FRONTIER	ACCT. # 03 0211 1056605537 02	SEWER LIFT STATION	90.66
	VERIZON/FRONTIER	ACCT #107355912203	COMMUNICATION CENTER	96.05
	VERIZON/FRONTIER		DETENTION & CORRECTION	96.05
	VERIZON/FRONTIER		POLICE ADMINISTRATION	96.05
	VERIZON/FRONTIER		GOLF ADMINISTRATION	96.05
	VERIZON/FRONTIER	ACCT #101451140308	PUBLIC SAFETY FAC-GENL	106.08
	VERIZON/FRONTIER	ACCT #100152074306	ADMIN FACILITIES	108.80

DATE: 3/6/2012
TIME: 12:12:03PM

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 3/1/2012 TO 3/7/2012

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
75836	VERIZON/FRONTIER	ACCT. # 03 0275 1085454631 00	WATER FILTRATION PLANT	112.74
	VERIZON/FRONTIER	ACCT #107355912203	GOLF ADMINISTRATION	144.07
	VERIZON/FRONTIER		OFFICE OPERATIONS	144.07
	VERIZON/FRONTIER		ADMIN FACILITIES	192.09
	VERIZON/FRONTIER		COMMUNITY DEVELOPMENT-	192.09
	VERIZON/FRONTIER		WASTE WATER TREATMENT	192.12
	VERIZON/FRONTIER		PARK & RECREATION FAC	240.12
	VERIZON/FRONTIER		UTIL ADMIN	273.58
75837	VERIZON/FRONTIER	ACCOUNT # 970766244-00001	METER READING	419.82
75838	WAXIE SANITARY SUPPL	JANITORIAL SUPPLIES	PARK & RECREATION FAC	489.83
75839	WELCOME COMMUNICATIO	SUPPLIES	POLICE PATROL	122.99
75840	WHIDBEY ISLAND BANK	RETAINAGE ON PAY EST. # 10	GMA - STREET	-98.90
	WHIDBEY ISLAND BANK		GMA-STREET	777.46
75841	WISEMAN, JANETTE	INSTRUCTOR SERVICES	RECREATION SERVICES	52.50
	WISEMAN, JANETTE		RECREATION SERVICES	161.69
	WISEMAN, JANETTE		RECREATION SERVICES	162.00
75842	WOOD, LISA		RECREATION SERVICES	18.00
	WOOD, LISA		RECREATION SERVICES	48.00
75843	WRIGHT, DONNA	MILEAGE REIMBURSEMENT	CITY COUNCIL	24.99
75844	ZELMER, L'ESTHER M	UTILITY TAX REBATE	NON-DEPARTMENTAL	30.02
	ZELMER, L'ESTHER M		UTIL ADMIN	36.22
	ZELMER, L'ESTHER M		UTIL ADMIN	128.41
WARRANT TOTAL:				<u>912,643.12</u>

REASON FOR VOIDS:

INITIATOR ERROR
WRONG VENDOR
CHECK LOST IN MAIL
UNCLAIMED PROPERTY

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: March 26, 2012

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

Please see attached.

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the **March 14, 2012** claims in the amount of **\$1,045,311.76** paid by **Check No.'s 75845 through 76005**.

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-3

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 **\$1,045,311.76 PAID BY CHECK NO.'S 75845 THROUGH 76005** 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

3/9/12

DATE

MAYOR

DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **26TH DAY OF MARCH 2012.**

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 3/8/2012 TO 3/14/2012

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
75845	ADVANTAGE BUILDING S	EXTRA CLEANING-KBCC	COMMUNITY CENTER	250.00
75846	ALBERTSONS	REFRESHMENT REIMBURSEMENT	UTIL ADMIN	31.47
75847	ALFYS PIZZA	JUROR LUNCH	COURTS	30.27
75848	ALGER, JOE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
75849	ALPINE PRODUCTS INC	WHITE THERMO PLASTIC	TRAFFIC CONTROL DEVICES	23,626.42
75850	ANDES LAND SURVEY	PROFESSIONAL SERVICES	PARK & RECREATION FAC	800.00
75851	ARGUS PACIFIC, INC.	REGISTRATION-HAZARDOUS WASTE (COMMUNITY DEVELOPMENT	1,600.00
75852	ARLINGTON HARDWARE	SUPPLIES-RAINEY WELL	SOURCE OF SUPPLY	46.08
75853	ASSN OF WA CITIES	REGISTRATION-KELLEY	PERSONNEL ADMINISTRATIO	185.00
75854	ATER, STEVEN J	WITNESS FEES	MUNICIPAL COURTS	54.39
75855	ATKINSON CONSTRUCTIO	PAY ESTIMATE #7	ROADS/STREETS CONSTRUC	497,623.15
75856	AUDIOLOGY SERVICES	HEARING RETESTS	EXECUTIVE ADMIN	16.50
75857	BALLEW, BEN	INSTRUCTOR SERVICES	RECREATION SERVICES	194.40
75858	BARNETT IMPLEMENT	LATE FEES	WATER DIST MAINS	12.32
75859	BELMARK PROPERTY MNG	GEDDES MARINA MGMT-FEB. 2012	STORM DRAINAGE	1,485.00
75860	BENKOMATIC	SWEEPER HEAD SUCTION TUBE WELD	EQUIPMENT RENTAL	626.53
75861	BENS CLEANER SALES	PILOT LIGHT-WASH RACK	SOLID WASTE OPERATIONS	420.57
75862	BERST, DIANNE	REFUND	PARKS-RECREATION	35.00
75863	BICKFORD FORD	FUEL FILTER FUEL LINE CLIP	EQUIPMENT RENTAL	44.31
	BICKFORD FORD	FRONT BRAKE ROTOR/PAD SET	ER&R	390.83
	BICKFORD FORD		ER&R	390.83
	BICKFORD FORD	ALTERNATOR ASSEMBLY	EQUIPMENT RENTAL	424.41
75864	BLACK ROCK CABLE INC	I-NET LEASE	COMPUTER SERVICES	493.50
75865	BORNHEIMER, DAVID S	WITNESS FEES	MUNICIPAL COURTS	11.28
75866	BRAEUL, SHELBY	REFUND	PARKS-RECREATION	34.00
75867	BUSINESS & LEGAL REP	OSHA'S BLOODBORNE PATHOGENS BO	GENERAL FUND	-3.25
	BUSINESS & LEGAL REP		PERSONNEL ADMINISTRATIO	40.95
75868	CARRS ACE	20 GAL. GARBAGE CAN	SOLID WASTE OPERATIONS	17.37
	CARRS ACE	GFI OUTLET	SOURCE OF SUPPLY	18.45
	CARRS ACE	PVC VALVES & LIGHTBULBS	WASTE WATER TREATMENT	24.89
	CARRS ACE	MISC. SUPPLIES	TRANSPORTATION MANAGEM	183.84
	CARRS ACE	PADLOCKS	ER&R	364.57
	CARRS ACE		ER&R	364.57
75869	CARVER, VICKI	INSTRUCTOR SERVICES	RECREATION SERVICES	63.00
	CARVER, VICKI		RECREATION SERVICES	226.80
	CARVER, VICKI		RECREATION SERVICES	340.20
75870	CASCADE COLUMBIA	POLY ALUMINUM CHLORIDE	WASTE WATER TREATMENT	6,232.08
75871	CLEAR IMAGE PHOTOGRA	INSTRUCTOR SERVICES	RECREATION SERVICES	262.50
75872	CLYDE WEST	MISC. PARTS-#256	EQUIPMENT RENTAL	1,185.48
75873	CNR, INC	MAINTENANCE CONTRACT-MARCH 201	COMPUTER SERVICES	1,355.79
75874	COMCAST	ACCT.#8498310020149949	PRO-SHOP	79.65
75875	COMMERCIAL FIRE	FIRE EXTINGUISHER SERVICE/RETA	ER&R	70.00
75876	CONCUT, INC	ASPHALT CUTTING BLADE	ROADWAY MAINTENANCE	307.72
75877	CONSTRUCTION EXAM	REGISTRATION-DORCAS	COMMUNITY DEVELOPMENT-	750.00
75878	COOP SUPPLY	PEAT MOSS	PARK & RECREATION FAC	16.28
	COOP SUPPLY	GLOVES	SEWER MAIN COLLECTION	58.60
	COOP SUPPLY	HAND SAWS	ROADSIDE VEGETATION	90.11
	COOP SUPPLY	TREE TOOL	ROADSIDE VEGETATION	90.13
75879	CREIGHTON ENGINEERIN	PROFESSIONAL SERVICES	COMMUNITY DEVELOPMENT-	350.00
75880	CROSBY, RICHARD D	WATER/SEWER CONSERVATION REBAT	UTIL ADMIN	50.00
75881	CULL, JAMES		UTIL ADMIN	49.50
75882	DAVIS DOOR	SALLY PORT DOOR REPAIR	PUBLIC SAFETY FAC-GENL	149.24
75883	DAVIS, JULIE	TEST FEE REIMBURSEMENT	UTIL ADMIN	344.00
75884	DB SECURE SHRED	SHREDDING SERVICES	EXECUTIVE ADMIN	9.56
	DB SECURE SHRED		LEGAL - PROSECUTION	9.57
	DB SECURE SHRED		PROBATION	16.45
	DB SECURE SHRED		MUNICIPAL COURTS	49.38

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 3/8/2012 TO 3/14/2012

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
75885	DELL	CD FRONT DESK MONITOR	UTIL ADMIN	164.25
75886	DIAMOND B CONSTRUCT	HVAC MAINTENANCE	SOURCE OF SUPPLY	98.58
	DIAMOND B CONSTRUCT		MAINT OF GENL PLANT	152.52
	DIAMOND B CONSTRUCT		PARK & RECREATION FAC	206.44
	DIAMOND B CONSTRUCT		COMMUNITY CENTER	305.05
	DIAMOND B CONSTRUCT		WATER FILTRATION PLANT	623.85
	DIAMOND B CONSTRUCT		MAINTENANCE	682.57
	DIAMOND B CONSTRUCT		COURT FACILITIES	816.55
	DIAMOND B CONSTRUCT		ADMIN FACILITIES	881.53
	DIAMOND B CONSTRUCT		UTIL ADMIN	929.06
	DIAMOND B CONSTRUCT	SERVICE GAS HEATERS-PSB	PUBLIC SAFETY FAC-GENL	990.21
	DIAMOND B CONSTRUCT	HVAC MAINTENANCE	WASTE WATER TREATMENT	1,044.08
	DIAMOND B CONSTRUCT	SERVICE CALL-PSB	PUBLIC SAFETY FAC-GENL	1,132.43
	DIAMOND B CONSTRUCT	HVAC MAINTENANCE	LIBRARY-GENL	1,138.88
	DIAMOND B CONSTRUCT		PUBLIC SAFETY FAC-GENL	1,258.93
	DIAMOND B CONSTRUCT	SERVICE CALL-JAIL	PUBLIC SAFETY FAC-GENL	1,804.08
75887	DICKS TOWING	TOWING EXPENSE	EQUIPMENT RENTAL	43.44
75888	DMCMA	MEMBERSHIP-ELSNER	MUNICIPAL COURTS	150.00
	DMCMA	MEMBERSHIP-RICKER	MUNICIPAL COURTS	150.00
75889	DOUP, SADA JAMES	INSTRUCTOR SERVICES	RECREATION SERVICES	72.00
	DOUP, SADA JAMES		RECREATION SERVICES	144.00
75890	DUNLAP INDUSTRIAL	LITHIUM ION BATTERIES	TRANSPORTATION MANAGEM	524.16
75891	DWYER INSTRUMENTS	FLOWMETERS	WASTE WATER TREATMENT	506.99
75892	E&E LUMBER	QUART DRAIN OPENER	PUBLIC SAFETY FAC-GENL	13.56
	E&E LUMBER	WOOD GLUE	PUBLIC SAFETY FAC-GENL	14.11
	E&E LUMBER	MISC. FASTNERS	STORM DRAINAGE	17.94
	E&E LUMBER	REDI MIX	TRANSPORTATION MANAGEM	32.04
	E&E LUMBER	MASONRY BIT, FASTNERS, ETC.	PARK & RECREATION FAC	42.32
	E&E LUMBER	STAPLE GUNS & STAPLES	BUILDING MAINTENANCE	78.16
	E&E LUMBER	TRASH BAGS,RAGS, ETC.	ER&R	275.96
75893	EAST JORDAN IRON WOR	2" VALVE	WATER DIST MAINS	272.00
75894	EAST JORDAN IRON WOR	CREDIT	WATER DIST MAINS	-64.29
	EAST JORDAN IRON WOR	WATER VALVE ADJUSTING RING	WATER DIST MAINS	342.52
75895	ECOLOGY, DEPT. OF	STORMWATER PERMIT	STORM DRAINAGE	4,552.97
75896	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	20.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	180.00
75897	EDWARDS, INA	REFUND	PARKS-RECREATION	35.00
75898	EMERALD HILLS	CREDIT	BAXTER CENTER APPRE	-4.62
	EMERALD HILLS	COFFEE SUPPLIES & SERVICE-KBCC	BAXTER CENTER APPRE	182.15
75899	EVERETT STEEL CO	STEEL PLATE FOR HOPPER	EQUIPMENT RENTAL	90.08
75900	EVERETT TIRE & AUTO	GOODYEAR EAGLE TIRES (6)	ER&R	567.97
75901	EVERETT UTILITIES	WATER/FILTRATION SERVICE CHARG	SOURCE OF SUPPLY	105,840.59
75902	FELDMAN & LEE P.S.	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	15,000.00
75903	FOGG, LORRAINE	WATER/SEWER CONSERVATION REBAT	UTIL ADMIN	50.00
75904	FOX, RICHARD		UTIL ADMIN	50.00
75905	FRED MEYER	DIGITAL CAMERA, CASE & MEDIA C	STORM DRAINAGE	58.63
	FRED MEYER		SEWER MAIN COLLECTION	58.63
75906	FULLERTON & ASSOCIAT	PROFESSIONAL SERVICES	GMA - STREET	1,960.00
75907	GEHL, DORA	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
75908	GENERAL CHEMICAL	ALUMINUM SULFATE	WASTE WATER TREATMENT	4,139.16
75909	GLEN'S RENTAL SALES	WEED EATER STRING	STORM DRAINAGE	95.57
75910	GONZALEZ, LILLIAN	REFUND	PARKS-RECREATION	53.00
75911	GRAYBAR ELECTRIC CO	MARKER TAPE	TRANSPORTATION MANAGEM	70.67

**CITY OF MARYSVILLE
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
75912	GREEN RIVER CC	REGISTRATION-AVEY	UTIL ADMIN	179.00
	GREEN RIVER CC	REGISTRATION-BUELL, JOHN	UTIL ADMIN	179.00
	GREEN RIVER CC	REGISTRATION-DZAWALA	UTIL ADMIN	179.00
	GREEN RIVER CC	REGISTRATION-GETTLE	UTIL ADMIN	179.00
	GREEN RIVER CC	REGISTRATION-GUENZLER	UTIL ADMIN	179.00
	GREEN RIVER CC	REGISTRATION-KING, TIM	UTIL ADMIN	179.00
	GREEN RIVER CC	REGISTRATION-MILLER, COREY	UTIL ADMIN	179.00
	GREEN RIVER CC	REGISTRATION-OLSON	UTIL ADMIN	179.00
	GREEN RIVER CC	REGISTRATION-STROPE	UTIL ADMIN	179.00
75913	GREENSHIELDS	WHIP CHECK SAFETY CABLE	ROADWAY MAINTENANCE	36.69
	GREENSHIELDS	HYDRAULIC FITTINGS	ER&R	431.12
	GREENSHIELDS	HYDRAULIC HOSE	ER&R	577.78
75914	GRIFFEN, CHRIS	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	262.50
75915	GROUP HEALTH	DOT PHYSICALS	EQUIPMENT RENTAL	65.00
	GROUP HEALTH		GENERAL SERVICES - OVERH	65.00
	GROUP HEALTH		UTIL ADMIN	195.00
75916	HALSEY, JOSEPH	WATER/SEWER CONSERVATION REBAT	UTIL ADMIN	50.00
75917	HARBOR FREIGHT TOOLS	SHOP TOOL ROOM SUPPLIES	GENERAL SERVICES - OVERH	92.70
75918	HD FOWLER COMPANY	PIPE CLAMP	WATER SERVICES	46.51
	HD FOWLER COMPANY	MAIN VALVE RUBBER	HYDRANTS	63.80
	HD FOWLER COMPANY	HOSE NOZZLE & HYDRANT O-RING	HYDRANTS	130.16
	HD FOWLER COMPANY	WATER LIDS & BRASS HARDWARE	WATER/SEWER OPERATION	290.16
	HD FOWLER COMPANY	MISC. METER PARTS	WATER/SEWER OPERATION	452.54
	HD FOWLER COMPANY	COPPER TUBING & 5/8" SETTERS	WATER/SEWER OPERATION	524.05
	HD FOWLER COMPANY	2" GATE VALVES	WATER SERVICES	557.07
75919	HD SUPPLY WATERWORKS	OIL PLUGS	HYDRANTS	36.27
75920	HENRY, DEBRA	REFUND	PARKS-RECREATION	45.00
75921	HOME DEPOT	FLOWERS FOR CITY PARK	PARK & RECREATION FAC	231.17
75922	HYLARIDES, LETTIE	INTERPRETER SERVICES	COURTS	112.50
	HYLARIDES, LETTIE		COURTS	178.57
75923	IKON OFFICE SOLUTION	COPIER CHARGES	MAINTENANCE	21.72
	IKON OFFICE SOLUTION		WASTE WATER TREATMENT	37.86
	IKON OFFICE SOLUTION		COMMUNITY CENTER	44.53
	IKON OFFICE SOLUTION		GENERAL SERVICES - OVERH	87.90
	IKON OFFICE SOLUTION		PROBATION	119.46
	IKON OFFICE SOLUTION		LEGAL - PROSECUTION	130.98
	IKON OFFICE SOLUTION		POLICE INVESTIGATION	143.91
	IKON OFFICE SOLUTION		UTILITY BILLING	178.48
	IKON OFFICE SOLUTION		EXECUTIVE ADMIN	185.90
	IKON OFFICE SOLUTION		ENGR-GENL	197.12
	IKON OFFICE SOLUTION		CITY CLERK	199.08
	IKON OFFICE SOLUTION		FINANCE-GENL	199.08
	IKON OFFICE SOLUTION		PERSONNEL ADMINISTRATIO	206.56
	IKON OFFICE SOLUTION		DETENTION & CORRECTION	260.48
	IKON OFFICE SOLUTION		MUNICIPAL COURTS	299.18
	IKON OFFICE SOLUTION		PARK & RECREATION FAC	345.35
	IKON OFFICE SOLUTION		UTIL ADMIN	448.88
	IKON OFFICE SOLUTION		COMMUNITY DEVELOPMENT-	655.52
	IKON OFFICE SOLUTION		OFFICE OPERATIONS	790.94
75924	IRON MOUNTAIN	1 1/4" MINUS	WATER DIST MAINS	148.10
	IRON MOUNTAIN		STORM DRAINAGE	148.10
	IRON MOUNTAIN		ROADWAY MAINTENANCE	148.10
	IRON MOUNTAIN	3/4" MINUS	STORM DRAINAGE	225.89
	IRON MOUNTAIN		ROADWAY MAINTENANCE	225.89
	IRON MOUNTAIN	3/4" MINUS ROCK	STORM DRAINAGE	271.43
	IRON MOUNTAIN		WATER DIST MAINS	271.43
	IRON MOUNTAIN		ROADWAY MAINTENANCE	271.43

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75925	IVANJACK, ANTHONY &	WATER/SEWER CONSERVATION REBAT	UTIL ADMIN	50.00
75926	KENNEDY/JENKS CONSUL	PROFESSIONAL SERVICES	COMMUNITY DEVELOPMENT	8,104.96
75927	KENWORTH NORTHWEST	MIRRORS (3)	ER&R	90.46
75928	KILLINGSTAD, ANTIGON	REFUND	PARKS-RECREATION	35.00
75929	KUPRIYANOVA, SVETLAN	INTERPRETER SERVICES-CORRECTIO	COURTS	25.00
	KUPRIYANOVA, SVETLAN	INTERPRETER SERVICES	COURTS	150.00
75930	LABONVILLE INC.	36" & 40" CHAPS, WAIST EXTENSI	ROADSIDE VEGETATION	176.58
75931	LAKE STEVENS SCHOOL	MITIGATION FEES-FEB.2012	SCHOOL MIT FEES	4,532.00
75932	LAKEWOOD SCHOOL DIST	FACILITY USAGE	RECREATION SERVICES	265.62
75933	LASTING IMPRESSIONS	UNIFORMS-GOLF	MAINTENANCE	1,009.98
	LASTING IMPRESSIONS	UNIFORMS-PARKS	PARK & RECREATION FAC	1,366.62
75934	LES SCHWAB TIRE CTR	CHAIN TIGHTENERS	SNOW & ICE CONTROL	72.33
75935	LICENSING, DEPT OF	MILLER, JON (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	RAMSEY, GROVER (RENEWAL)	GENERAL FUND	18.00
75936	LOOP, RON CONSTRUCTIO	ACCESS GATE-KINGS CREEK POND	STORM DRAINAGE	868.80
75937	LOWES HIW INC	FIRE EXTINGUISHER-PW SHOP	MAINT OF GENL PLANT	162.80
75938	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
75939	MARYSVILLE PRINTING	PURCHASE ORDER BOOKS	EQUIPMENT RENTAL	413.38
75940	MARYSVILLE SCHOOL	MITIGATION FEES-FEB 2012	SCHOOL MIT FEES	34,104.00
75941	MARYSVILLE, CITY OF	WTR/SWR-316 CEDAR AVE	PARK & RECREATION FAC	97.05
	MARYSVILLE, CITY OF	WTR/SWR-514 DELTA AVE	PARK & RECREATION FAC	99.25
	MARYSVILLE, CITY OF	WTR/SWR-61 STATE AVE	PARK & RECREATION FAC	182.46
	MARYSVILLE, CITY OF	WTR/SWR/GBG-1326 1ST ST #B	STORM DRAINAGE	635.17
75942	MATERIALS TESTING &	PROFESSIONAL SERVICES	ROADS/STREETS CONSTRUC	5,954.50
75943	MEB MANUFACTURING CO	O-RINGS FOR WEST TRUNK	SEWER LIFT STATION	58.26
75944	MILLSAP-SLAVEY, STAC	REFUND	PARKS-RECREATION	45.00
75945	MORTON, VISOCHANEA	INTERPRETER SERVICES	COURTS	150.00
75946	MURRIL, LAURA R	WITNESS FEES	MUNICIPAL COURTS	11.28
75947	NEWMAN TRAFFIC SIGNS	DOUBLE FACED SIGN BLANKS	CITY STREETS	-162.11
	NEWMAN TRAFFIC SIGNS		TRANSPORTATION MANAGEM	2,047.11
75948	NEXTEL	ACCT #130961290	WATER FILTRATION PLANT	69.31
	NEXTEL		SEWER LIFT STATION	69.31
75949	NGUYEN, HANNA	INTERPRETER SERVICES	COURTS	127.50
75950	NORPAC ENTERPRISES	SMART BAND,BUCKLES & TENSIONER	TRANSPORTATION MANAGEM	527.80
75951	NORTH COAST ELECTRIC	ANNUAL SUPPORT CONTRACT	WASTE WATER TREATMENT	7,742.75
75952	NORTH SOUND ESCROW	ESCROW-PW YARD EXPANSION	CAPITAL OUTLAY	1,000.00
75953	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WATER QUAL TREATMENT	1,284.09
75954	NORTHWEST CASCADE	HONEY BUCKET	PARK & RECREATION FAC	112.68
75955	OFFICE DEPOT	OFFICE SUPPLIES	CITY CLERK	5.50
	OFFICE DEPOT		ENGR-GENL	31.25
	OFFICE DEPOT		UTIL ADMIN	31.25
	OFFICE DEPOT		UTIL ADMIN	36.37
	OFFICE DEPOT		MUNICIPAL COURTS	40.89
	OFFICE DEPOT		MUNICIPAL COURTS	41.25

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75955	OFFICE DEPOT	OFFICE SUPPLIES	UTIL ADMIN	50.76
	OFFICE DEPOT		CITY COUNCIL	59.13
	OFFICE DEPOT		UTIL ADMIN	61.23
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	78.71
	OFFICE DEPOT		PERSONNEL ADMINISTRATIO	92.24
	OFFICE DEPOT		MUNICIPAL COURTS	97.74
	OFFICE DEPOT		STORM DRAINAGE	126.63
	OFFICE DEPOT		MUNICIPAL COURTS	474.57
75956	OLIN, RONALD	WATER/SEWER CONSERVATION REBAT	UTIL ADMIN	50.00
75957	PABLO, DANIEL	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
75958	PARKINS, ARIEL	REFUND	PARKS-RECREATION	130.00
75959	PARTS STORE, THE	HYDRAULIC FILTER	EQUIPMENT RENTAL	11.20
	PARTS STORE, THE	RATCHET	STREET CLEANING	16.31
	PARTS STORE, THE	FILTERS, CAR WASH SOAP	ER&R	87.10
	PARTS STORE, THE	OIL, FLASHER UNITS, ETC.	ER&R	143.68
	PARTS STORE, THE	OIL FILTER,WIPER BLADES, ETC.	ER&R	328.63
75960	PEACE OF MIND	MINUTE TAKING SERVICE	CITY CLERK	155.00
75961	PERKINS COIE	LEGAL SERVICES-DEC 2011	WASTE WATER TREATMENT	3,848.63
75962	PETROCARD SYSTEMS	FUEL CONSUMED	STORM DRAINAGE	54.42
	PETROCARD SYSTEMS		COMPUTER SERVICES	55.40
	PETROCARD SYSTEMS		ENGR-GENL	130.24
	PETROCARD SYSTEMS		BUILDING MAINTENANCE	233.10
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	414.99
	PETROCARD SYSTEMS		PARK & RECREATION FAC	673.16
	PETROCARD SYSTEMS		GENERAL SERVICES - OVERH	2,629.45
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	3,505.80
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	6,123.58
	PETROCARD SYSTEMS		POLICE PATROL	7,461.07
75963	PING	FW METAL	GOLF COURSE	151.29
75964	PLATT	MISC. SMALL TOOLS	BUILDING MAINTENANCE	81.97
	PLATT	MED BASE 27 W/LAMPS	LIBRARY-GENL	183.82
75965	PSSP - PUGET SOUND	SECURITY SERVICES	PROBATION	753.38
	PSSP - PUGET SOUND		MUNICIPAL COURTS	2,260.12
75966	PUD	REPLACE PUD LIGHT POLE	STREET LIGHTING	3,112.00
75967	PUD	ACCT #2026-7070-9	STREET LIGHTING	53.88
	PUD	ACCT #2019-3119-3	PARK & RECREATION FAC	100.07
	PUD	ACCT #2025-7611-2	STREET LIGHTING	106.54
	PUD	ACCT #2008-0070-4	STREET LIGHTING	156.18
	PUD	ACCT #2033-4458-5	STREET LIGHTING	196.54
	PUD	ACCT #2008-1280-8	PUMPING PLANT	565.86
	PUD	ACCT #2024-6155-4	SEWER LIFT STATION	1,273.46
	PUD	ACCT #2026-0420-3	STREET LIGHTING	1,422.50
	PUD		STREET LIGHTING	1,885.65
	PUD	ACCT #2025-7611-2	STREET LIGHTING	2,024.32
	PUD	ACCT #2028-8209-8	STREET LIGHTING	8,110.80
	PUD		STREET LIGHTING	12,686.14
75968	QUINTEL, VICKEY	INSTRUCTOR SERVICES	COMMUNITY CENTER	195.00
75969	REVENUE, DEPT OF	LICENSING FEES-4TH ATR 2011	COMMUNITY DEVELOPMENT-	487.16
75970	ROBBINS, TAMARA	INSTRUCTOR SERVICES	COMMUNITY CENTER	180.52
75971	ROY ROBINSON	TURN SIGNAL MULTI FUNCTION SWI	EQUIPMENT RENTAL	488.12
75972	ROY ROBINSON	TIRE PRESSURE SENSOR	EQUIPMENT RENTAL	73.31
75973	RUSDEN, JOHN	PROTEM SERVICES	MUNICIPAL COURTS	185.00
	RUSDEN, JOHN		MUNICIPAL COURTS	370.00
75974	SCHWARTZE, KRISTAL	INSTRUCTOR SERVICES	COMMUNITY CENTER	150.00
75975	SCIENTIFIC SUPPLY	TYGON TUBING-WWTP LAB	WASTE WATER TREATMENT	621.94
75976	SEATTLE PUMP & EQUIP	MANHOLE HOOKS	STORM DRAINAGE MAINTEN/	121.63
75977	SHANKLE, CRAIG	INSTRUCTOR SERVICES	COMMUNITY CENTER	32.00

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75978	SISKUN POWER EQUIPME	DRIVE BELT	GENERAL SERVICES - OVERH	56.00
75979	SITTER, ALYSE	REFUND	PARKS-RECREATION	131.25
75980	SIX ROBBLEES INC	AIR COMPRESSOR ASSEMBLY	ER&R	38.12
75981	SNO CO PUBLIC WORKS	PARTS/LABOR-#947	EQUIPMENT RENTAL	1,795.25
75982	SNO CO TREASURER	CRIME VICTIM/WITNESS FUNDS	CRIME VICTIM	1,196.52
75983	SOLID WASTE SYSTEMS	HYDRAULIC FILTER	ER&R	446.95
75984	SOUND SAFETY	JEANS-HAYES	GENERAL SERVICES - OVERH	65.85
	SOUND SAFETY	JEANS-SALAZAR	SOLID WASTE OPERATIONS	103.85
	SOUND SAFETY	JEANS-GUENZLER	UTIL ADMIN	120.23
	SOUND SAFETY	JEANS-DOUGLAS	SOLID WASTE OPERATIONS	128.58
	SOUND SAFETY	JEANS-BUELL, JOHN	UTIL ADMIN	131.37
	SOUND SAFETY	JEANS-DAGGETT	UTIL ADMIN	136.94
	SOUND SAFETY	BOOTS-BENTON	STORM DRAINAGE	180.13
75985	SOUND TRACTOR	ECHO POWER PRUNER	GENERAL SERVICES - OVERH	651.58
75986	SPORT SUPPLY GROUP	4-WAY PITCHERS RUMMERS	RECREATION SERVICES	204.84
75987	STRAWBERRY LANES	INSTRUCTOR SERVICES	RECREATION SERVICES	189.88
75988	SUBURBAN PROPANE	TANK RENTAL	PARK & RECREATION FAC	1.09
75989	THORSON, KATHY	REFUND	PARKS-RECREATION	35.00
75990	THYSSENKRUPP ELEVATO	PREVENTATIVE MAINT.-CITY HALL	ADMIN FACILITIES	192.92
	THYSSENKRUPP ELEVATO	PREVENTATIVE MAINT.-PSB	PUBLIC SAFETY FAC-GENL	192.92
75991	TYACKE, KEN	WATER/SEWER CONSERVATION REBAT	UTIL ADMIN	50.00
75992	ULTRA ELECTRIC LLC	REMOVE/REPLACE PARKING LOT LIG	TRIBAL GAMING-GENL	8,038.57
75993	UNITED PARCEL SERVIC	SHIPPING EXPENSE	SEWER PRETREATMENT	6.90
	UNITED PARCEL SERVIC		COMMUNITY DEVELOPMENT	8.99
	UNITED PARCEL SERVIC		COMMUNITY DEVELOPMENT	21.93
75994	VALLEY FREIGHTLINER	MAIN ENGINE COOLANT RECOVERY T	EQUIPMENT RENTAL	195.31
75995	VAN DAM'S ABBEY	BLINDS-DOLHANYK'S OFFICE	PUBLIC SAFETY FAC-GENL	129.30
	VAN DAM'S ABBEY	FORMICA INSTALL/CARPET REPAIR	UTIL ADMIN	274.76
75996	VERIZON/FRONTIER	LONG DISTANCE	CRIME PREVENTION	0.71
	VERIZON/FRONTIER		ANIMAL CONTROL	0.98
	VERIZON/FRONTIER		SOLID WASTE CUSTOMER E>	1.43
	VERIZON/FRONTIER		BUILDING MAINTENANCE	1.59
	VERIZON/FRONTIER		PURCHASING/CENTRAL STOF	1.84
	VERIZON/FRONTIER		CITY CLERK	2.57
	VERIZON/FRONTIER		YOUTH SERVICES	2.74
	VERIZON/FRONTIER		LEGAL-GENL	2.96
	VERIZON/FRONTIER		RECREATION SERVICES	4.65
	VERIZON/FRONTIER		STORM DRAINAGE	6.05
	VERIZON/FRONTIER		GOLF ADMINISTRATION	6.30
	VERIZON/FRONTIER		PERSONNEL ADMINISTRATIO	8.26
	VERIZON/FRONTIER		COMMUNITY CENTER	9.13
	VERIZON/FRONTIER		EQUIPMENT RENTAL	9.66
	VERIZON/FRONTIER		LEGAL - PROSECUTION	14.35
	VERIZON/FRONTIER		FINANCE-GENL	14.36
	VERIZON/FRONTIER		GENERAL SERVICES - OVERH	16.74
	VERIZON/FRONTIER	ACCT.#030211106446578403	COMMUNITY DEVELOPMENT-	16.83
	VERIZON/FRONTIER	LONG DISTANCE	COMMUNITY DEVELOPMENT-	19.70
	VERIZON/FRONTIER		UTILITY BILLING	20.45
	VERIZON/FRONTIER		EXECUTIVE ADMIN	20.52
	VERIZON/FRONTIER		POLICE ADMINISTRATION	20.95
	VERIZON/FRONTIER		ENGR-GENL	25.51
	VERIZON/FRONTIER	ACCT.#030211106446578403	CRIME PREVENTION	27.83
	VERIZON/FRONTIER		ANIMAL CONTROL	27.83
	VERIZON/FRONTIER		LEGAL-GENL	27.83
	VERIZON/FRONTIER		PURCHASING/CENTRAL STOF	27.83
	VERIZON/FRONTIER	LONG DISTANCE	UTIL ADMIN	30.16
	VERIZON/FRONTIER		MUNICIPAL COURTS	30.72

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75996	VERIZON/FRO	LONG DISTANCE	OFFICE OPERATIONS	31.36
	VERIZON/FRO		POLICE INVESTIGATION	33.94
	VERIZON/FRO		WASTE WATER TREATMENT	34.05
	VERIZON/FRO		COMPUTER SERVICES	34.17
	VERIZON/FRO		PARK & RECREATION FAC	36.18
	VERIZON/FRO		DETENTION & CORRECTION	37.12
	VERIZON/FRO	ACCT. # 03 0275 1093675586 10	TRAFFIC CONTROL DEVICES	50.58
	VERIZON/FRO	LONG DISTANCE	POLICE PATROL	51.85
	VERIZON/FRO	ACCT. # 03 0275 1075678927 08	TRAFFIC CONTROL DEVICES	53.04
	VERIZON/FRO	ACCT #POLE BLDG	POLICE PATROL	54.40
	VERIZON/FRO	ACCT.#030211106446578403	CITY CLERK	55.67
	VERIZON/FRO		YOUTH SERVICES	55.67
	VERIZON/FRO		COMMUNITY CENTER	55.67
	VERIZON/FRO		SOLID WASTE CUSTOMER E	55.67
	VERIZON/FRO		BUILDING MAINTENANCE	55.67
	VERIZON/FRO	LONG DISTANCE	COMMUNITY DEVELOPMENT-	72.45
	VERIZON/FRO	ACCT.#030211106446578403	PERSONNEL ADMINISTRATIO	83.50
	VERIZON/FRO		STORM DRAINAGE	83.50
	VERIZON/FRO		GOLF ADMINISTRATION	83.50
	VERIZON/FRO		EQUIPMENT RENTAL	83.50
	VERIZON/FRO		EXECUTIVE ADMIN	139.17
	VERIZON/FRO		FINANCE-GENL	139.17
	VERIZON/FRO		LEGAL - PROSECUTION	139.17
	VERIZON/FRO		RECREATION SERVICES	139.17
	VERIZON/FRO		PARK & RECREATION FAC	139.17
	VERIZON/FRO		COMPUTER SERVICES	139.17
	VERIZON/FRO		COMMUNITY DEVELOPMENT-	167.00
	VERIZON/FRO		POLICE ADMINISTRATION	222.67
	VERIZON/FRO		POLICE INVESTIGATION	222.67
	VERIZON/FRO		UTILITY BILLING	250.51
	VERIZON/FRO		GENERAL SERVICES - OVER	250.51
	VERIZON/FRO		ENGR-GENL	278.34
	VERIZON/FRO		MUNICIPAL COURTS	306.18
	VERIZON/FRO		OFFICE OPERATIONS	306.18
	VERIZON/FRO		WASTE WATER TREATMENT	306.18
	VERIZON/FRO		COMMUNITY DEVELOPMENT-	389.68
	VERIZON/FRO		DETENTION & CORRECTION	389.68
	VERIZON/FRO		UTIL ADMIN	528.85
	VERIZON/FRO		POLICE PATROL	1,141.20
75997	WA STATE TREASURER	PUBLIC SAFETY & BLDG REVENUE	GENERAL FUND	558.00
	WA STATE TREASURER		GENERAL FUND	67,943.78
75998	WASTE MANAGEMENT	YARDWASTE & RECYCLE SERVICE	RECYCLING OPERATION	82,669.22
75999	WAXIE SANITARY SUPPL	BABY CHANGING STATIONS	BAXTER CENTER APPRE	377.95
76000	WEED GRAAFSTRA	LEGAL FEES	STORM DRAINAGE	467.50
	WEED GRAAFSTRA		SEWER MAIN COLLECTION	593.75
	WEED GRAAFSTRA	FORFEITURES-FEB 2012	POLICE INVESTIGATION	790.50
	WEED GRAAFSTRA	LEGAL FEES	ROADS/STREETS CONSTRUC	1,117.50
	WEED GRAAFSTRA		LEGAL-GENL	3,511.00
	WEED GRAAFSTRA		UTIL ADMIN	3,722.00
	WEED GRAAFSTRA		GMA - STREET	4,012.08
	WEED GRAAFSTRA		LEGAL-GENL	8,550.25
	WEED GRAAFSTRA		UTIL ADMIN	8,550.26
76001	WELLS, TYLER & OAKES	WATER/SEWER CONSERVATION REBAT	UTIL ADMIN	50.00
76002	WETZEL, CARLA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
76003	WHISTLE WORKWEAR	JEANS-ERGA	UTIL ADMIN	103.16
76004	WOODMANSEE, LAUREN	INSTRUCTOR SERVICES	RECREATION SERVICES	403.20
76005	ZEE MEDICAL SERVICE	FIRST AID RESUPPLY	ENGR-GENL	43.38

DATE: 3/8/2012
TIME: 2:31:52PM

**CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 3/8/2012 TO 3/14/2012**

PAGE: 8

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
76005	ZEE MEDICAL SERVICE ZEE MEDICAL SERVICE	FIRST AID RESUPPLY	UTIL ADMIN COMMUNITY DEVELOPMENT-	43.39 43.39
WARRANT TOTAL:				<u>1,045,311.76</u>

REASON FOR VOIDS:

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

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: March 26, 2012

AGENDA ITEM: Professional Services Agreement with James G Murphy Co for Auctioneering Services	
PREPARED BY: Ryan Morrison, EIT, Engineering Technician	DIRECTOR APPROVAL:
DEPARTMENT: Engineering	
ATTACHMENTS: <ul style="list-style-type: none"> • Professional Services Agreement • Exhibit A 	
BUDGET CODE:	AMOUNT: N/A

SUMMARY:

This Professional Services Agreement will provide the City with auctioneering services for surplus vehicles and equipment for a period of one year with the option to extend yearly for up to 5 years. The previous contract was with James G Murphy and they were again the only firm that submitted a proposal. The previous contracts commission was also 9.5%.

<p>RECOMMENDED ACTION: Staff recommends that Council Authorize the Mayor to sign the Professional Services Agreement with James G Murphy Co. to provide auctioneering services.</p>
--

**AUCTION SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND JAMES G MURPHY, CO.
FOR AUCTION SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Marysville , a Washington State municipal corporation (“City”), and James G Murphy, Co. a Washington Corporation ("Auctioneer")

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

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with Auctioneering Services of surplus vehicles, equipment, scrap metal, tools, and such other items as requested to be sold and accepted by Auctioneer for the City of Marysville as described in Article II. The general terms and conditions of the relationship between the City and the Auctioneer are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

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

ARTICLE III. OBLIGATIONS OF THE AUCTIONEER

III.1 **TERM.** The term of this Agreement shall commence on April 9, 2012 and shall terminate at midnight, March 12, 2013. The parties may extend the term of this Agreement by written mutual agreement and may be renewed annually for five consecutive years.

III.2 **NONASSIGNABLE.** The services to be provided by the Auctioneer shall not be assigned or subcontracted without the express written consent of the City.

III.3 **EMPLOYMENT.** Any and all employees of the Auctioneer, while engaged in the performance of any work or services required by the Auctioneer under this Agreement, shall be considered employees of the Auctioneer only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees

while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Auctioneer or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Auctioneer.

III.4 INDEMNITY.

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

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

c. The Auctioneer specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, as provided in RCW 4.24.115. The indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts; provided the Auctioneer's waiver of immunity by the provisions of this paragraph extends only to claims against the Auctioneer by the City and does not include, or extend to, any claims by the Auctioneer's employees directly against Auctioneer. The obligations of Auctioneer under this subsection have been mutually negotiated by the parties hereto, and Auctioneer acknowledges that the City would not enter into this Agreement without the waiver thereof of Auctioneer.

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

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

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

of this Agreement with respect to any event occurring prior to such expiration or termination.

III.5 INSURANCE.

a. **Minimum Limits of Insurance.** The Auctioneer shall procure, and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work and services hereunder by the Auctioneer, its agents, representatives, employees or subcontractors. The Auctioneer shall, before commencing work under this agreement, file with the City certificates of insurance coverage and the policy endorsement to be kept in force continuously during this Agreement, in a form acceptable to the City. Said certificates and policy endorsement shall name the City, its officers, elected officials, agents and/or employees as an additional named insured with respect to all coverages except professional liability insurance and workers' compensation. The minimum insurance requirements shall be as follows:

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

(2) Automobile Liability. Automobile liability for owned, non-owned, and hired vehicles with a limit of \$1,000,000 for each person and \$1,000,000 for each accident for bodily injury and property damage.

(3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington with employer's liability insurance limits of not less than \$2,000,000.

b. **Notice of Cancellation.** In the event that the Auctioneer receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Auctioneer shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.

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

d. **Verification of Coverage.** In signing this agreement, the Auctioneer is acknowledging and representing that required insurance is active and current. Further, throughout the term of this Agreement, the Auctioneer shall provide the City with proof of insurance upon request by the City.

e. **Insurance shall be Primary.** The Auctioneer's insurance coverage shall

be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Auctioneer's insurance and shall not contribute with it.

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

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

III.6 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Auctioneer agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Auctioneer further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Auctioneer understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Auctioneer will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

III.7 UNFAIR EMPLOYMENT PRACTICES. During the performance of this Agreement, the Auctioneer agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

III.8 LEGAL RELATIONS. The Auctioneer shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Auctioneer represents that the Auctioneer and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Snohomish County Superior Court.

III.9 INDEPENDENT CONTRACTOR.

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

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

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

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

III.10 CONFLICTS OF INTEREST. The Auctioneer agrees to and shall notify the City of any potential conflicts of interest in Auctioneer's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

III.11 CITY CONFIDENCES. The Auctioneer agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

ARTICLE IV. OBLIGATIONS OF THE PARTIES

IV.1 PAYMENTS.

a. The Auctioneer shall be paid in the form of a commission taken from the pre-taxed sales price of auctioned items - for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Auctioneer under this Agreement exceed 9.5 % Commission on pre-tax sales price of each item or lot sold, without the written agreement of the Auctioneer and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Auctioneer a mutually agreed amount.

b. Auctioneer shall collect all monies for items sold and shall pay such to the City, minus Auctioneer fees, within fourteen (14) days of sale.

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

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

ARTICLE V. GENERAL

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

Ryan Morrison
City of Marysville
Department of Public Works
80 Columbia Avenue
Marysville, WA

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

Bob Hensel, Vice President
James G Murphy Co.
PO Box 82160
Kenmore WA 98028

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

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

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

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

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

V.5 SEVERABILITY

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

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

V.6 NONWAIVER. A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be

construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

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

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

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

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

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

DATED this _____ day of _____, 2012.

CITY OF MARYSVILLE

JAMES G. MURPHY, CO.

By _____
John Nehring , Mayor

By _____
Bob Hensel, Vice President

Approved as to form:

By _____
Grant K. Weed , City Attorney

Exhibit A
Scope of Services

1. Auctioneer Commission:
9.5 % commission on pre-tax sales price of each item or lot sold.

2. The Auctioneer shall comply with all Federal, State, and local regulations with regard to auctioning surplus vehicles, equipment, tools, scrap metal and such other items requested to be sold and accepted by Auctioneer for the City of Marysville, including Washington Administrative Code section 458-20-159 regarding sales tax collection. Sales taxes required to be collected by the Auctioneer shall not be included in the sales price for the purpose of calculating the Auctioneer's commission.

3. The Auctioneer shall be responsible for complying with all applicable Federal, State, and local laws, personnel licensing requirements, and insurance requirements while operating vehicles, equipment, and tools owned by the City of Marysville. The Auctioneer shall be responsible for filing all paper work required with the appropriate jurisdictional agencies.

4. The Auctioneer, its employees, and representatives shall perform a safety inspection on all City of Marysville vehicles, equipment, and tools prior to operation. The City of Marysville will not be held liable for Auctioneer, its employees, and representatives who are injured while operating City of Marysville vehicles, equipment, and tools.

5. The Auctioneer shall pickup and transport all items to be auctioned. The Auctioneer shall auction City items within sixty (60) days from the date pickup. The Auctioneer shall return items that are not sold at auction within thirty (30) days after the auction is held at the Auctioneer's risk and expense. Items too large to transport and stage or items requiring complicated disassembly shall be electronically photographed and sold at action through photo identification.

6. The Auctioneer shall auction City-owned items without warranty and shall provide:
 - a. A written INVOICE/BILL OF SALE to all buyers with a conspicuous statement in bold lettering that:

"ITEMS ARE SOLD 'AS IS-WHERE IS'. THE CITY OF MARYSVILLE MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE SAFETY OF EQUIPMENT, ITS FITNESS FOR ANY PARTICULAR PURPOSE, OR THAT IT HAS NOT BEEN ALTERED OR MODIFIED FROM ITS ORIGINAL MANUFACTURER'S DESIGN. THE CITY OF MARYSVILLE DOES NOT CERTIFY THAT THE EQUIPMENT BEING SOLD IS SAFE FOR ANY PARTICULAR USE AND ALL PURCHASERS WILL ASSUME FULL

RESPONSIBILITY FOR ANY USES THEY MAY PUT THE
EQUIPMENT TO IN THE FUTURE."

b. In addition, each purchaser shall be required to sign the form attached as
ADDENDUM A - ACKNOWLEDGMENT OF RISKS, RELEASE AND WAIVER,
AND HOLD HARMLESS AGREEMENT PERTAINING TO THE PURCHASE OF
SURPLUS EQUIPMENT FROM CITY OF MARYSVILLE

c. The signed INVOICE/BILL OF SALE and ADDENDUM A form shall be
returned to the City at or before the time of payment.

7. The Auctioneer shall provide a complete list of the items obtained from the City and the
date they are scheduled to be auctioned within ten (10) business days from the date of pick up.

8. Auctioneer shall be liable for all damage to City-owned items caused by the acts or
omissions of Auctioneer or employees of Auctioneer. Auctioneer shall exercise all reasonable
care with regard to items bailed to Auctioneer under this agreement.

9. Auctioneer shall collect all monies for items sold and shall pay such to the City, minus
Auctioneer fees, within fourteen (14) days of sale.

10. It is understood that the whole of the work in this Scope and Nature of Service is to be
done at the Auctioneer's risk and that the Auctioneer has become familiar with the conditions of
the items to be auctioned as outlined, and other contingencies likely to affect the work and has
made his bid accordingly and that he is to assume the responsibility and risk of all loss or
damage to materials or work which may arise from any cause whatsoever, except the City's sole
negligence.

ACKNOWLEDGMENT OF RISKS, RELEASE AND WAIVER, AND HOLD
HARMLESS AGREEMENT PERTAINING TO THE PURCHASE OF SURPLUS
EQUIPMENT FROM CITY OF MARYSVILLE

I, the undersigned, do hereby acknowledge that I have agreed to purchase from the City of Marysville a certain piece of surplus equipment described as: _____
Serial No. _____
and/or VIN number _____
For the sum of _____ Dollars.

I hereby acknowledge that the City of Marysville does not guarantee the condition of this above-described equipment in any fashion and that no warranty of any kind has been or is being made by the City of Marysville as regards this equipment. The equipment is used and the City does not certify that it has not been modified or altered from its original design. The City does not certify or warrant that this equipment is safe or fit for any particular use and I rely wholly upon my own observations and inspection of the equipment in determining what use I might make of the equipment in the future and as to its safe or unsafe condition. I recognize and acknowledge that the above-described equipment is being sold by the City in "AS IS-WHERE IS". THE CITY OF MARYSVILLE MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE SAFETY OF EQUIPMENT, ITS FITNESS FOR ANY PARTICULAR PURPOSE, OR THAT IT HAS NOT BEEN ALTERED OR MODIFIED FROM ITS ORIGINAL MANUFACTURER'S DESIGN. THE CITY OF MARYSVILLE DOES NOT CERTIFY THAT THE EQUIPMENT BEING SOLD IS SAFE FOR ANY PARTICULAR USE AND ALL PURCHASERS WILL ASSUME FULL RESPONSIBILITY FOR ANY USES THEY MAY PUT THE EQUIPMENT TO IN THE FUTURE. Any verbal representations to the contrary are repudiated hereby in this document.

Furthermore, in consideration of the City's agreement to sell me this equipment at the price stated above, I, on behalf of myself, my heirs, assigns and personal representatives, waive and release any and all rights and causes of action for damages or injury which I may have or which may accrue to me hereafter, whether now known or unknown, against the City of Marysville, its employees, officials, officers and agents for any and all loss, damage or injury or claim or legal action thereof on account of any injury or death to me or my property arising out of or in connection with the use and/or ownership of the equipment purchased herein. I further agree to hold harmless, defend and indemnify the City of Marysville, its employees, officials, officers and agents from any and all claims of liability for injury or damage suffered by third parties or entities arising out of my use or ownership of the equipment being purchased herein.

I HAVE FULLY READ THE ABOVE DOCUMENT, UNDERSTAND ITS CONTENTS FULLY AND AGREE TO ITS TERMS AND CONDITIONS ENTIRELY.

(Date)

(Signature)

(Printed Name)

Auctioneer/Witness on behalf of the City of Marysville

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: March 27, 2012

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

DESCRIPTION:

On October 27, 2009, the Hearing Examiner approved the substantial revision to the approved preliminary plat of Shasta Ridge, creating 110 lots on approximately 17.55 acres. The preliminary plat is also subject to a Developer Agreement approved by the City Council and recorded under AF# 200910200400. The applicant is constructing the project in five (5) phases. Phase 2, which consists of 30 lots, has been constructed.

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

The applicant has met all conditions of final plat approval.

RECOMMENDED ACTION: City staff recommends the City Council approve and authorize the Mayor to sign the Final Plat of Shasta Ridge Phase 2.

COUNCIL ACTION:

Received

OCT 28 2009

City of Marysville
Community Development

CITY OF MARYSVILLE
Hearing Examiner
Findings, Conclusions and Decision

APPLICANT: Shasta Ridge, LLC

CASE NO.: PA 09029

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

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

SUMMARY OF DECISION:

Planning Staff Recommendation: Approve with conditions

Hearing Examiner Decision: Approve with conditions

PUBLIC HEARING:

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

HEARING COMMENTS:

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

Cheryl Dungan, Planning Manager

Aaron Metcalf, Belmark Industries, for the applicant

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

WRITTEN COMMENTS:

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

REQUEST:

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

PROJECT HISTORY:

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

FINDINGS CONCLUSIONS AND DECISION:

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

A. FINDINGS AND CONCLUSIONS:

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

B. DECISION:

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

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

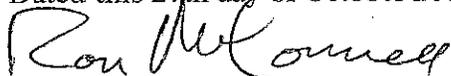
within the abutting power line corridor. Draft easement language shall be submitted to the Community Development Department for review and approval prior to recording.

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

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

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

Dated this 27th day of October 2009



Ron McConnell, FAICP
Hearing Examiner

RECONSIDERATION:

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

JUDICIAL APPEAL:

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

EXHIBITS:

The following exhibits were offered and entered into the record:

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

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

PARTIES of RECORD:

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

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

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

Ted Trepanier
Trepanier Engineering
1601 Broadway
Everett, WA 98201

Community Development Department

COVER SHEET

Return Address:

CITY OF MARYSVILLE
80 COLUMBIA AVENUE
MARYSVILLE, WA 98270

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

(Please print or type information)

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

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

Shasta Ridge, LLC

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

THE CITY OF MARYSVILLE

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

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

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

Assessor's Property Tax Parcel/Account Number:

00590700021500, 00590700021800 and 00590700023800

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

{PRIVATE }

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF MARYSVILLE AND SHASTA RIDGE, LLC

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

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

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

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

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

WHEREAS, Section 20.12.130 of the Marysville Municipal Code

provides as follows:

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

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

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

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

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

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

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

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

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

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

WHEREAS, City staff's recommendation is based on the

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

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

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

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

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

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

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

1.0 RECITALS

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

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

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

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

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

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

2.0 LAND USE REGULATIONS

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

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

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

3.0 APPLICATION OF CITY AND COUNTY REGULATIONS

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

4.0 CONDITIONS

Subject to approval of the preliminary plat by the Hearing

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

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

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

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

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

to wetlands on the Property.

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

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

5.0 DISPUTE RESOLUTION

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

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

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

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

6.0 GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

development of Applicant's property.

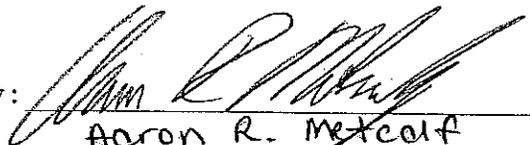
IN WITNESS WHEREOF, the undersigned have set their hands the
day and date set out next to their signatures.

APPLICANT:

10/1/09

Date

By:



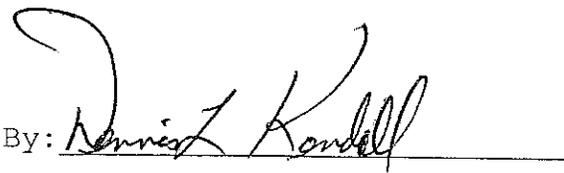
Aaron R. Metcalf
Shasta Ridge LLC
Manager

CITY OF MARYSVILLE

9/28/09

Date

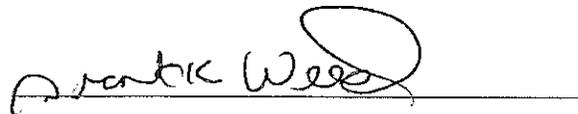
By:



Dennis Kendall, Mayor

Dennis Kendall, Mayor

Approved as to Form:

A handwritten signature in cursive script, reading "Grant K. Weed", is written over a horizontal line.

Grant K. Weed, City Attorney

EXHIBIT A

LEGAL DESCRIPTION

CHICAGO TITLE INSURANCE COMPANY

PLAT CERTIFICATE
SCHEDULE A

(Continued)

Order No.: 5723364

LEGAL DESCRIPTION

PARCEL A:

PARCEL 2 OF SNOHOMISH COUNTY BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NUMBER 200705070438, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 210 AND 215, SUNNYSIDE FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 7 OF PLATS, PAGE 19, IN SNOHOMISH COUNTY, WASHINGTON;

EXCEPT THAT PORTION OF SAID TRACT 210 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT 210;

THENCE SOUTH 00°47'02" WEST ALONG THE EAST LINE OF SAID TRACT 210, A DISTANCE OF 95.02 FEET TO THE SOUTH LINE OF THE NORTH 95.00 FEET OF SAID TRACT 210;

THENCE NORTH 87°54'46" WEST ALONG SAID SOUTH LINE A DISTANCE OF 160.00 FEET;

THENCE NORTH 00°47'02" EAST A DISTANCE OF 95.02 FEET TO THE NORTH LINE OF SAID TRACT 210;

THENCE SOUTH 87°54'46" EAST ALONG SAID NORTH LINE A DISTANCE OF 160.00 FEET TO THE POINT OF BEGINNING.

PARCEL B:

TRACT 218, SUNNYSIDE FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 7 OF PLATS, PAGE 19, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

PARCEL C:

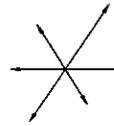
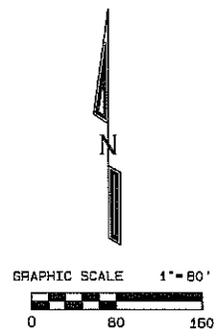
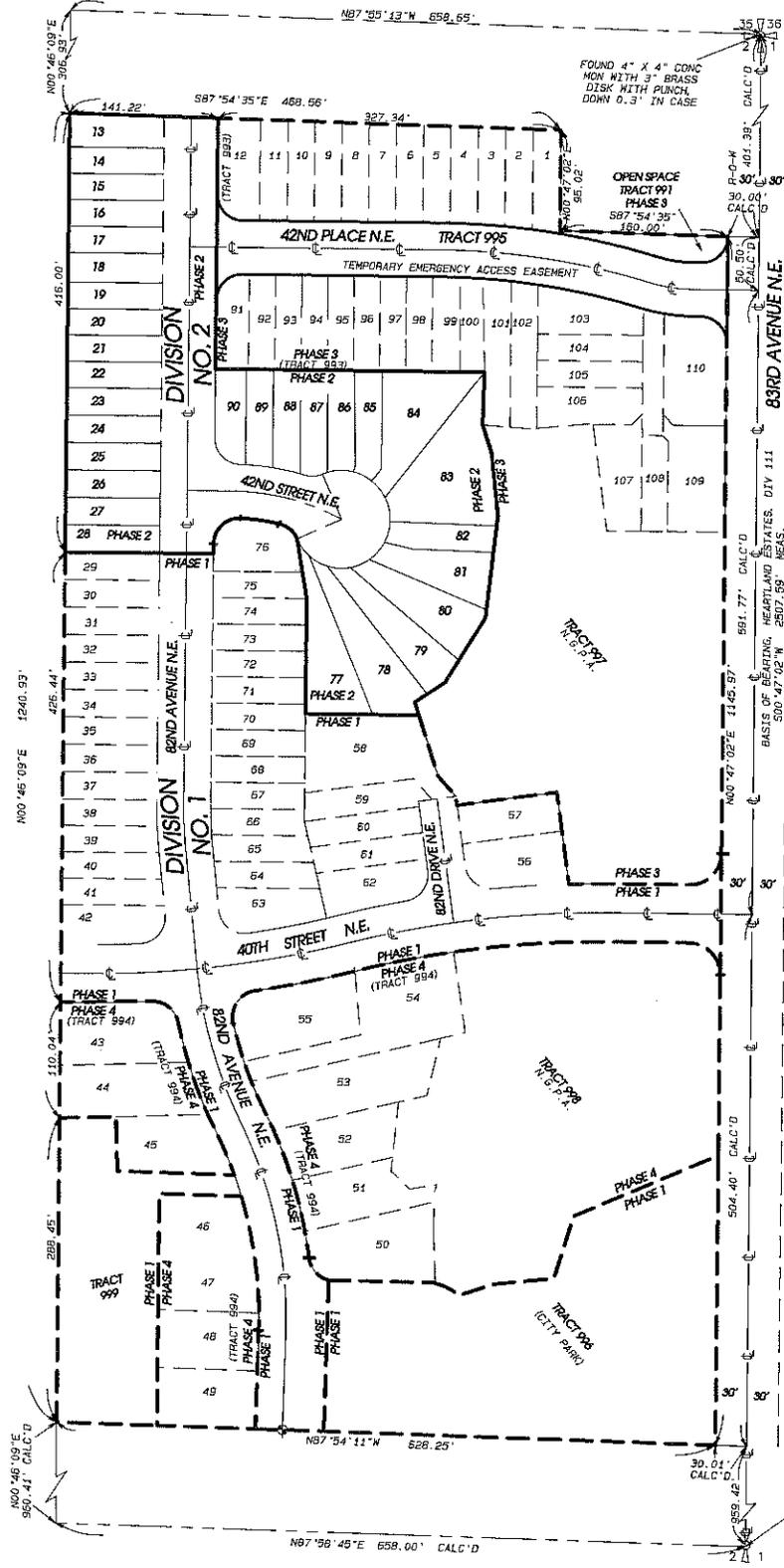
TRACT 238, SUNNYSIDE FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 7 OF PLATS, PAGE 19, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

ALL SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

PA 09-029

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

CITY OF MARYSVILLE,
 SNOHOMISH COUNTY, WASHINGTON



Vector NorthWest LLC
 Surveying & Consulting

425-774-1919

vector.northwest@comcast.net

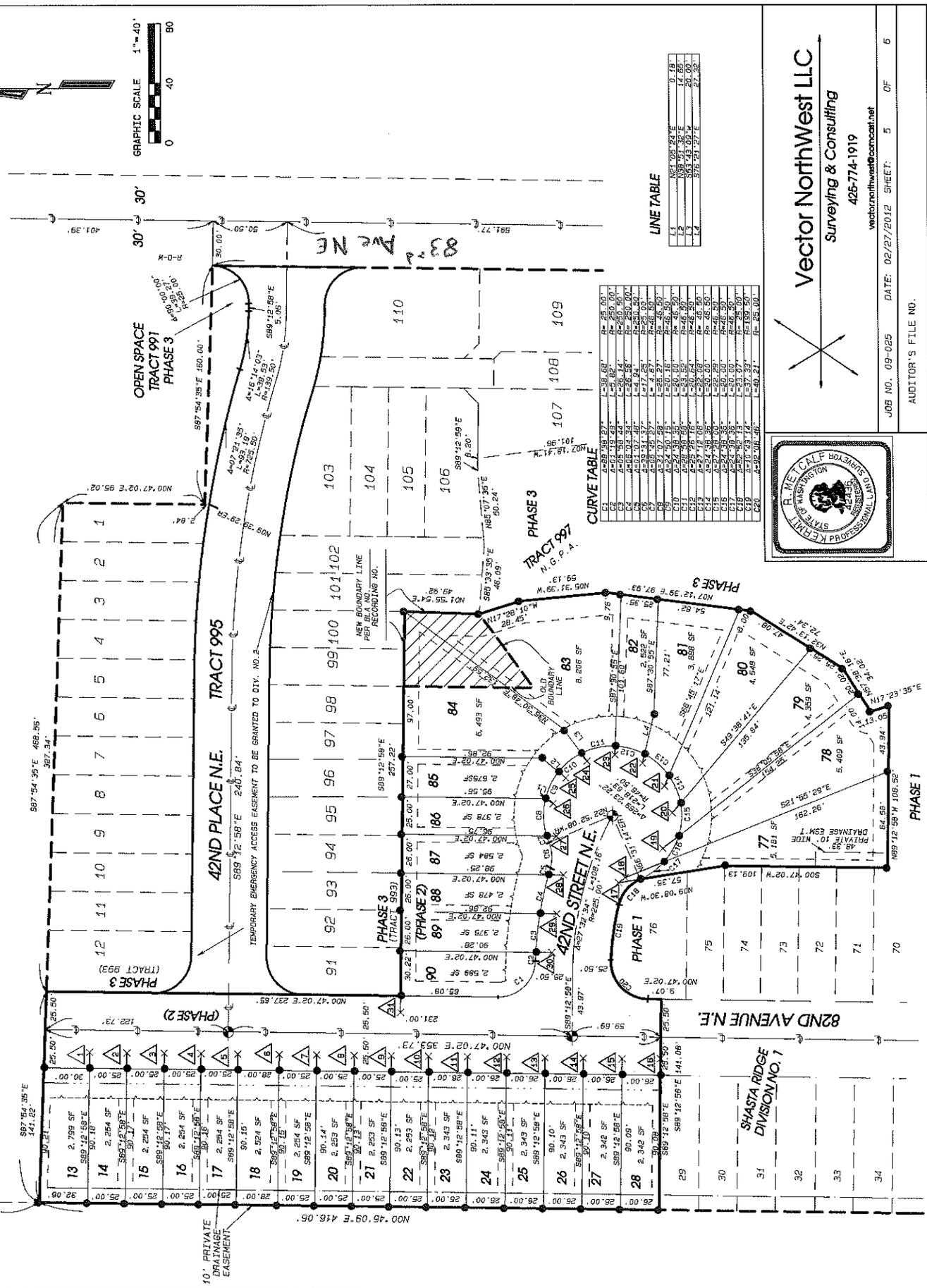
JOB NO. 09-025 DATE: 02/27/2012 SHEET: 4 OF 6

AUDITOR'S FILE NO.

PA 09-029

SHASTA RIDGE DIV. NO. 2

SE 1/4, NE 1/4, & NE 1/4, NE 1/4 SEC. 2, TWP. 29 N., RGE. 5 E., W.M.
A PLANNED RESIDENTIAL DEVELOPMENT PFN 05 128835
CITY OF MARYSVILLE, SNOHOMISH COUNTY, WASHINGTON



LINE TABLE

1	2,799 SF
2	2,254 SF
3	2,254 SF
4	2,254 SF
5	2,254 SF
6	2,254 SF
7	2,254 SF
8	2,254 SF
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22	2,254 SF
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27	2,254 SF
28	2,254 SF
29	2,254 SF
30	2,254 SF
31	2,254 SF
32	2,254 SF
33	2,254 SF
34	2,254 SF

CURVE TABLE

C1	100.00'	180.00'	180.00'
C2	100.00'	180.00'	180.00'
C3	100.00'	180.00'	180.00'
C4	100.00'	180.00'	180.00'
C5	100.00'	180.00'	180.00'
C6	100.00'	180.00'	180.00'
C7	100.00'	180.00'	180.00'
C8	100.00'	180.00'	180.00'
C9	100.00'	180.00'	180.00'
C10	100.00'	180.00'	180.00'
C11	100.00'	180.00'	180.00'
C12	100.00'	180.00'	180.00'
C13	100.00'	180.00'	180.00'
C14	100.00'	180.00'	180.00'
C15	100.00'	180.00'	180.00'
C16	100.00'	180.00'	180.00'
C17	100.00'	180.00'	180.00'
C18	100.00'	180.00'	180.00'
C19	100.00'	180.00'	180.00'
C20	100.00'	180.00'	180.00'



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

JOB NO. 09-025 DATE: 02/27/2012 SHEET: 5 OF 6
AUDITOR'S FILE NO.



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

FINAL PLAT CHECK LIST

Plat Name:	SHASTA Ridge Div. 2	PA #	PA 09029
Item	Department	Initials	Date
1. Plat Map- Checked & Approved	Land Dev.	DJ	3/1/12
	Planning	COW	2/21/2012
2. Letter of Segregation to Assessor	Planning	Cli	5/4/11
3. Water System/Sewer System			
Letter of Acceptance	Const. Insp.	SAS	2/21/12
Asbuilts – Including Digital Files	Const. Insp.	SAS	2/21/12
Bill(s) of Sale	Const. Insp.	SAS	2/21/12
Maintenance and Warranty Funding	Const. Insp.	SAS	2/21/12
4. Road/Storm Sewer			
Letter of Acceptance	Const. Insp.	N/A	
Asbuilts – Including Digital Files	Const. Insp.	N/A	
Bill(s) of Sale	Const. Insp.	N/A	
Maintenance and Warranty Funding	Const. Insp.	SAS	2/21/12
5. Performance Bond – Submitted/Approved			
(If Required - Road and Storm Drain Only)	Const. Insp.	N/A	
6. Inspection Fees - Calculated and Paid	Const. Insp.	SAS	3/9/12
7. Final Plat Fee - Calculated and Paid	Planning	COW	4/4/11
8. TIP Fees: CITY \$49,260.70 (NO MORE CREDIT)	Planning	COW	03/09/12
SNOW \$6,712.80			

9. Parks Mitigation Fees: <u>60 - credit for parkconst.</u>	Planning	<u>CSW</u>	<u>2/21/12</u>
10. School District Mitigation Fees: <u>AT BP</u>	Planning	<u>CL</u>	<u>5/4/11</u>
11. Signage and Striping Installed	Const. Insp.	<u>SAS</u>	<u>3/8/12</u>
12. Final Grading and TESC Inspection	Const. Insp.	<u>SAS</u>	<u>2/2/12</u>
13. Satisfied Hearing Examiner's Conditions of Approval	Planning	<u>CSW</u>	<u>3/9/12</u>
14. Utility/Recovery/Main Fees <u>\$47,103.90</u>	Land Dev.	<u>DJ</u>	<u>3/12/12</u>
Plat Approved for Recording:			
Community Development Director:			
Date:			
City Engineer:			
Date:			
Note: The final plat will not be scheduled before the City Council until this checklist is complete.			

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 3/26/2012

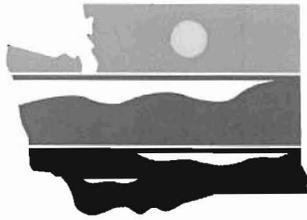
AGENDA ITEM: Amendment No. 1 to Grant Agreement No. G1100065 between the State of Washington Department of Ecology and City of Marysville	
PREPARED BY: Kari Chennault, Program Engineer - Surface Water DEPARTMENT: Public Works	DIRECTOR APPROVAL: 
ATTACHMENTS: 3 original copies of Amendment No. 1	
BUDGET CODE: 40150334.340314	AMOUNT: (\$50,000.00)

SUMMARY:

The Department of Ecology is offering NPDES Phase II jurisdictions, such as the City of Marysville, non-match non-competitive grants to aid in their NPDES Phase II Municipal Stormwater Permit compliance. This \$50K grant would be given to the City by way of an amendment to the former Grant Agreement for the \$223, 423 of which all funds are nearly depleted. Qualifying expenses accrued from July 1, 2011 – June 30, 2013 can be reimbursed through this grant opportunity. As described in the original Agreement, the grant money can be used for expenses from activities such as public education and outreach, public involvement and participation, illicit discharge detection and elimination, pollution prevention, water quality monitoring, qualifying equipment purchases, etc.

Acceptance of this grant would greatly benefit Marysville’s Surface Water Division’s ability to meet the requirements identified in the NPDES Phase II Municipal Stormwater Permit.

RECOMMENDED ACTION: Staff recommends that Council Authorize the Mayor to sign Amendment No. 1 to Grant Agreement No. G1100065 between the State of Washington Department of Ecology and City of Marysville.



DEPARTMENT OF
ECOLOGY
State of Washington

AMENDMENT NO. 1
TO GRANT AGREEMENT NO. G1100065
BETWEEN THE
STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
CITY OF MARYSVILLE

PURPOSE: To amend the above-referenced grant agreement between the Department of Ecology [DEPARTMENT] and City of Marysville [RECIPIENT] for the Municipal Stormwater Capacity Grant Project. This amendment is needed to increase budget for Phase II community NPDES Permit Activities by \$50,000 and extend the expiration date of the grant agreement.

IT IS MUTUALLY AGREED that the grant agreement is amended as follows:

PART I. GENERAL INFORMATION

1. The general information shall be modified as follows:
 - a. The expiration date is extended from June 30, 2012 to **June 30, 2013**.

PART IV. PROJECT BUDGET

1. The project budget shall be modified as followed:

	Current Budget Element Cost	Revised Budget Element Cost
Element No.		
Task 1 – Project Administration/Management (limited to 10% of total)	\$ 0	\$ 5,000
Task 2 – Implementation and management of Stormwater Program	\$ 233,423	\$ 278,423
Project Totals	\$ 233,423	\$ 283,423

FURTHER, this amendment shall be effective upon the date of signature by the Water Quality Program Manager of the DEPARTMENT.

City of Marysville
Amendment to Grant Agreement G1100065
Page 2

Except as expressly provided by this amendment, all other terms and conditions of the original grant agreement and all amendments remain in full force and effect.

IN WITNESS WHEREOF: the parties have signed this amendment.

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

CITY OF MARYSVILLE

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

JON NEHRING DATE
MAYOR

APPROVED AS TO FORM ONLY
ASSISTANT ATTORNEY GENERAL

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: March 26, 2012

AGENDA ITEM: PA11025 – Plat Extension Modifications	AGENDA SECTION: New business	
PREPARED BY: Angela Gemmer, Associate Planner	APPROVED BY:	
ATTACHMENTS: 1. Proposed Plat Extension Amendments 2. PC Minutes, dated 12/13/2011 and 2/14/2012 3. PC recommendation 4. Adopting Ordinance	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

DESCRIPTION:

The Planning Commission (PC) held a Public Hearing on February 14, 2012 to review proposed amendments to MMC Sections 22G.090.170 and 22G.090.380 of MMC Chapter 22G.090, *Subdivisions and Short Subdivisions*, and MMC Section 22G.100.120 of MMC Chapter 22G.100, *Binding Site Plan*, related to plat extensions. The proposed amendments would allow for two year extensions to subdivisions, short subdivisions, and binding site plans to be granted beyond the seven years presently allowed under State law; this provision would have a sunset clause of December 31, 2014. In addition, the proposed amendment would change the party responsible for reviewing extensions on subdivisions and binding site plans from the City Council to the Community Development Director.

The PC received testimony from property owners, staff and other interested parties at the public hearing, following public notice. The PC made a motion to recommend the proposed amendment, as presented, to Marysville City Council for adoption by ordinance.

RECOMMENDED ACTION:

Affirm the PC’s Recommendation and adopt amendments to the plat extension requirements of MMC Chapter 22G.090, *Subdivisions and Short Subdivisions*, and MMC Chapter 22G.100, *Binding Site Plan*, by Ordinance.

COUNCIL ACTION:

PROPOSED CODE AMENDMENTS

22G.090.170 ~~Limitations on approval~~Final subdivision approval - term.

Final subdivision approval must be acquired within five years of preliminary approval, after which time the preliminary subdivision approval is void. The five-year time frame shall commence from the effective date of the decision approving the subdivision. An extension may be granted by the ~~city council~~community development director for one year if the applicant has attempted in good faith to submit the final plat within the five-year time period; provided, however, the applicant must file a written request with the ~~city council~~community development director requesting the extension at least 30 days before expiration of the five-year period.

Exception: Effective until December 31, 2014, a final subdivision meeting all the requirements of this chapter shall be submitted to the city council approval within seven years of the date of preliminary subdivision approval pursuant to RCW 58.17.140. An extension may be granted by the community development director for up to two years if the applicant has attempted in good faith to submit the final subdivision within the seven-year time period; provided, however, the applicant must file a written request with the community development director requesting the extension at least 30 days before expiration of the seven-year period.

22G.090.380 ~~Time limits for action~~Preliminary and final short subdivision approval - terms.

(1) Approval within 60 Calendar Days. Preliminary short subdivisions shall be approved, disapproved or returned to the applicant within 60 calendar days from the date of filing a complete application, unless the applicant consents to a written extension of such time period; provided, that if an environmental impact statement is required as provided in RCW 43.21C.030, the time period shall not include the time spent preparing and circulating the EIS.

(2) Limitation on Approval. Final short subdivision approval must be acquired within five years of preliminary approval, after which time the preliminary short subdivision approval is void. The five-year time frame shall commence from the effective date of the decision approving the short subdivision. An extension may be granted by the community development director for one year if the applicant has attempted in good faith to submit the final short plat within the five-year time period; provided, however, the applicant must file a written request with the community development director requesting the extension at least 30 days before expiration of the five-year period.

Exception: Effective until December 31, 2014, a final short subdivision meeting all requirements of this chapter shall be submitted to the City for approval within seven years to the date of preliminary short subdivision approval pursuant to RCW 58.17.140. An extension may be granted by the community development director for up to two years if the applicant has attempted in good faith to complete the final short subdivision within the seven-year time period; provided, however, the applicant must file a written request with the community development director requesting the extension at least 30 days before expiration of the seven-year period.

22G.100.120 ~~Time limitation for action~~Final binding site plan approval - term.

The applicant must complete all conditions of preliminary approval within five years following the date of preliminary approval, after which the preliminary approval is void. An extension may be granted by the community development ~~department~~director for one year if the applicant has attempted in good faith to complete the requirements of preliminary approval within the original time period; provided, however, the applicant must file a written request with the community development ~~department~~director requesting the extension at least 30 days prior to the expiration of the original time period. ~~If the binding site plan was approved through the public review process, this extension request must be made to the city council.~~

Exception: Effective until December 31, 2014, a final binding site plan meeting all the requirements of this chapter shall be submitted to the city for approval within seven years of the date of preliminary binding site plan approval pursuant to RCW 58.17.140. An extension may be granted by the community development director for up to two years if the applicant has attempted in good faith to complete the final binding site plan within the seven-year time period; provided, however, the applicant must file a written request with the community development director requesting the extension at least 30 days before expiration of the seven-year period.



MARYSVILLE PLANNING COMMISSION

December 13, 2011

7:00 p.m.

City Hall

CALL TO ORDER

Chair Leifer called the December 13, 2011 meeting to order at 7:00 p.m.

Chairman: Steve Leifer

Commissioners: Marvetta Toler, Jerry Andes, Eric Emery, Rob Toyer, Matthew Chapman, and Steve Lebo

Staff: CAO/Community Development Director Gloria Hirashima, Associate Planner Angela Gemmer, Traffic Engineer John Tatum, Public Works Director Kevin Nielsen, and Recording Secretary Amy Hess

Absent: None

APPROVAL OF MINUTES:

November 15, 2011

Motion made by Commissioner Toler, seconded by Commissioner Emery to approve the November 15, 2011 meeting minutes as presented. Motion carries, (6-0) with Commissioner Lebo abstaining as he was not present at the meeting.

NEW BUSINESS:

Temporary Plat Extension:

Ms. Gemmer gave an overview of the proposal to extend the plat extensions based on the current economic climate. She noted that there were about 10 plats that were set to expire in the next couple of years.

Commissioner Andes questioned if the extension applies to plats that were absorbed into the city by the annexation. Ms. Gemmer responded that those that were initiated with the County would be subject to a County extension, which is proposed to be one year. These would be held to county standards as they were vested with the county upon original approval based on an existing Interlocal Agreement. Commissioner Andes thought that these should be subject to the City's extension rather than the County's. There was general consensus among the commission about this matter. There was further discussion regarding how many plats were eligible for the extension.

Motion made by Commissioner Emery, seconded by Commissioner Toler to set up a Public Hearing for the Temporary Plat Extension Approval. Motion carries, (7-0).

CURRENT BUSINESS:

Train Horn Rule:

Chair Leifer briefed Mr. Tatum on what had been discussed at previous Commission meetings and the general consensus of the Commission to try to remedy this issue. Mr. Nielsen introduced Mr. Tatum and explained what staff was hoping to get from the Commission based on this discussion. Ms. Hirashima gave some additional background on the issue and described some of the research that had been conducted since the last discussion at a Commission meeting.

Mr. Tatum explained the Federal Process that would have to be followed in order to achieve a quiet zone designation. He described the options that were available and the criteria that had to be met. The enhancements that were required to be utilized in order to eliminate the horn were overviewed. Commissioner Emery was concerned about the expense of the gates and enhancements and whether or not this project even had a chance to get off the ground. There was also a possibility of reducing the size of the horn, which would benefit some, but not all.

Mr. Tatum continued to describe the process and what requirements that City already meets and which would be required. He also described some of the comments he expected from the UTC if a review process were to take place. Mr. Tatum tried to anticipate costs that would be associated with the different options, but noted that it was difficult to nail down until a review actually took place.

Costs and liability were of major concern and had to be reviewed. Mr. Tatum noted that an opinion obtained by WCIA was that the City would be liable, though that was not a full legal opinion. Mr. Nielsen described in more detail the City's potential liability and the state law that allowed the entire amount of a claim to be paid by the City even if the City is only 1/10th involved. There was further discussion on how to get to the "Conduct a diagnosis" stage and what that would mean for the City.

Mr. Tatum explained the first steps to take; this would be deciding how much coverage was desired. Did the Commission want the entire City a quiet zone or only certain sections. Once the review took place, all requirements would have to be implemented before the next decision point could be reached. Chair Leifer questioned if there had been any court cases that proved that eliminating the horn blasts is a lesser degree of safety even if we proactively put gates and lights in all of our crossings. Mr. Tatum responded that all crossings are required to have gates and lights and the minimum standards are required and are put in place and maintained by BNSF. The problem with these gates is that they are relatively easy to go around so the intent is to make it safer and more difficult to get around. There was some clarification given regarding the installation of medians and Commercial driveways that would have to be permanently blocked. Mr. Tatum responded that it wasn't only commercial driveways, it was any street within 100 feet and that they did

in fact have to be blocked permanently. Ms. Hirashima noted that the Commercial driveway closures would be extremely expensive. Chair Leifer questioned if the median option would be eliminated based on cost. Mr. Tatum replied that it did not seem viable to him based on his research. Chair Leifer also noted that the option where the horns would still be used but at a lesser volume at the crossing defeated the intent so the remaining option is the quiet zone from the slough to 4th Street. Mr. Nielsen discussed the liability aspect again and gave further detail about how the 88th Intersection allowed us to score low enough on the "calculator" to be eligible for a quiet zone. The amount of liability based on City actions was discussed.

Commissioner Andes discussed some of the information he had found on other jurisdictions that had implemented horn bans. Ms. Hirashima and Mr. Nielsen discussed some of the risk management policies that they were after. There was discussion regarding Amtrak vs. Freight; which was not a possibility, as well as time of day and zones.

Ms. Hirashima asked Mr. Tatum to discuss requirements of the private crossings that did not have any gates. Mr. Tatum replied that signage would have to be installed at each private crossing which would cost approximately \$1000 per crossing. Commissioner Chapman questioned if a time restriction would change the liability. Mr. Tatum responded that there were some benefits and described them.

Commissioner Toler questioned if Mr. Tatum had an idea of fees for Consultants. Mr. Tatum replied that it would depend on the scope of the project, but he did not have an idea of what the cost would be. He noted that one jurisdiction had created an LID and made it a community issue.

Chair Leifer questioned the proposed quad gate at 88th and medians. He was curious about the costs of signs, gates and medians. Mr. Tatum responded that the gates were already there and were required to be and the city would be responsible for further improvements. Mr. Tatum responded that there was a range of \$15,000 - \$60,000 per intersection plus the driveway closures. Mr. Tatum added that you could get an opinion from FRA prior to installing medians and closing driveways to figure out what type of credit could be given. Commissioner Andes questioned whether installing longer gates on the narrow crossings would be considered improvements. Mr. Tatum replied that is seemed logical, but he hadn't heard of it being done; he thought it would have to be evaluated by the FRA.

Commissioner Emery thought we should at least go forward with the review to find out what would actually be required and in turn figure out what the costs would actually be. He felt we owed it to the citizens and the city to find out what if it was feasible or if it would be cost prohibitive. Commissioner Toler requested a recommendation from staff which could include costs of a consultant.

Commissioner Lebo questioned if there was a regulation for how many times the horn has to blow in relation to time of day. Mr. Tatum responded that there is a regulation which varies by direction, speed, as well as other variables. There was also a provision that if the crossings were close enough together the blasts could be grouped together. There was

another provision that allowed horns to be blown for certain business purposes as well as hazards.

Motion made by Commissioner Emery to get to the "Conduct Diagnostic Review Phase" seconded by Commissioner Lebo. Motion carries, (7-0).

Mr. Tatum noted that a Consultant was not needed to do the diagnostic. He wanted to know what type of coverage the Commission was interested in; the entire city or only certain areas. Chair Leifer felt that it made sense to stretch it across the entire city limit. Commissioner Toler was concerned about including the entire city and not having the money to do it. Commissioner Emery thought we should look at the entire City and get a cost because once we got the recommendation we could always narrow the scope. Commissioner Chapman agreed that including the entire city would be more economical. The consensus was a diagnostic team for the entire city. Commissioner Toler voiced her opinion that she did not agree with including the entire city.

Mr. Nielsen added that a consultant that was well versed in this area would also be researched and an estimate would be provided to the Commission.

ADJOURNMENT:

Motion made by Commissioner Toyer, seconded by Commissioner Toler to adjourn the meeting at 8:17 p.m. Motion carries, (7-0).

NEXT MEETING:

January 10, 2012 (Joint Meeting with City Council)



Amy Hess, Recording Secretary



MARYSVILLE PLANNING COMMISSION

February 14, 2012

7:00 p.m.

City Hall

CALL TO ORDER

Chair Leifer called the February 14, 2012 meeting to order at 7:03 p.m. noting the excused absence of Matthew Chapman and Eric Emery.

Chairman: Steve Leifer

Commissioners: Marvetta Toler, Jerry Andes, and Steve Lebo

Staff: Associate Planner Angela Gemmer, Planning Manager-Land Use Cheryl Dungan, and Recording Secretary Amy Hess

Absent: Eric Emery and Matthew Chapman

APPROVAL OF MINUTES:

January 24, 2012

Motion made by Commissioner Toler, seconded by Commissioner Andes to approve the January 24, 2012 meeting minutes as presented. Motion carries, (4-0).

PUBLIC HEARING:

Plat Extensions:

Ms. Gemmer began an explanation of the handouts that she had given commissioners which included the differences between the two options. She clarified a question that had been raised at a previous meeting about County-Initiated Plats being eligible for the 2 year extension, and she verified that they were in fact eligible for the extension. Chair Leifer asked for further clarification on the 2 options before them. Ms. Gemmer replied that the only difference is the transfer of final approval of Binding Site Plans and Subdivisions would be reviewed and approved by the Community Development Director rather than the City Council. Commissioner Toler stated that she thought it made sense for the director to review administratively rather than waiting to go in front of the City Council. There was general consensus among the commissioners to go ahead with Alternative 2.

Public Comment:

Mike Pattison, Master Builders Association, 335 116th Ave SE Bellevue WA 98004

Mr. Pattison appreciated the discussion and was in favor of Alternative 2. He noted that the expense of regenerating once a plat expires becomes prohibitive and sometimes ends up

being turned over to the bank. Mr. Pattison noted that he felt it added a benefit to the Community of price stability to land. He was very appreciative of the initiative the City was taking on this matter.

Motion made by Commissioner Andes to approve Alternative 2 and forward on to City Council, seconded by Commissioner Toler. Motion carries, (4-0). The Public Hearing was closed at 7:11 pm.

SPEAKER:

Ms. Dungan introduced Nick Broughton with Forterra. Mr. Broughton expressed his appreciation for the opportunity to visit the Commission. He gave some background on Forterra and his involvement with the organization. Mr. Broughton began his Power Point Presentation of Transfer of Development Rights (TDR) Programs and some of the legislation associated with it. He described in detail how Transfer of Development Rights works.

Commissioner Toler questioned if the Transfer means that the land is actually developable. Mr. Broughton explained how this would work. Individuals could sell, some, none, or all of their rights. Mr. Broughton described how properties that are in flood zones could still be eligible for the TDR. Mr. Broughton discussed in detail some of the local jurisdictions that currently have TDR Programs in place and how they function

There was further discussion on how different jurisdictions function and the different focuses that each might have as well as how rights could be transferred across City and County lines. Commissioner Andes questioned whether or not unused credits are not used all at once, could they be used later in time. Mr. Broughton replied that if it comes to that, it would be a great problem. He added that the available credits were not a "cap"; more could be taken. Commissioner Lebo questioned who determined who was eligible. Mr. Broughton replied that the state and the county make the decision on what land owners are eligible. Chair Leifer wondered if the one TDR is equal to a certain number of acres. Mr. Broughton responded that it depends on the zoning. There is one credit for each development right of a particular piece of property. What is awarded for each credit can be different for each jurisdiction. The final topic of discussion was funding for Forterra. Mr. Broughton described the very diverse funding sources Forterra utilizes.

NEW BUSINESS:

Shoreline Revisions:

Ms. Dungan gave an overview of the purpose of the revisions to the Shoreline Master Permit Process. The intent was to streamline the permit process and place all of the administrative provisions in one place. It would remove all administrative review provisions in order to more expeditiously process requests. She described the first appeal the City has received how it has made it apparent that these revisions are necessary and how removing the administrative review processes could expedite the process and prevent extra work for multiple appeal hearings. Commissioner Toler voiced some concern about an increase in

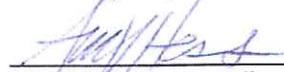
case load on the Shorelines Hearing Board. Ms. Dungan responded that the state actually dictates how long the Shorelines Hearing Board has to make a decision, which is 6 months, and noted that this is a very quick turnaround for this type of decision. There was general consensus in support of the Revisions and stream lining the process.

ADJOURNMENT:

Motion made by Commissioner Toler, seconded by Commissioner Lebo to adjourn the meeting at 8:25 p.m. Motion carries, (5-0).

NEXT MEETING:

February 28, 2012



Amy Hess, Recording Secretary



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

PC Recommendation – Proposed Plat Extensions Code Amendment

The Planning Commission (PC) of the City of Marysville, having held a public hearing on February 14, 2012 in review of a NON-PROJECT action amendment of the Marysville Municipal Code, proposing amendments to MMC Sections 22G.090.170 and 22G.090.380 of MMC Chapter 22G.090, Subdivisions and Short Subdivisions, and MMC Section 22G.100.120 of MMC Chapter 22G.100, Binding Site Plan, in order to allow for two year extensions to subdivisions, short subdivisions, and binding site plans to be granted beyond the seven years presently allowed under State law; this provisions would have a sunset clause of December 31, 2014. In addition, the proposed amendment would change the party responsible for reviewing extensions on subdivisions and binding site plans from the City Council to the Community Development Director. Having considered the exhibits and testimony presented, PC does hereby enter the following findings, conclusions and recommendation for consideration by the Marysville City Council:

FINDINGS:

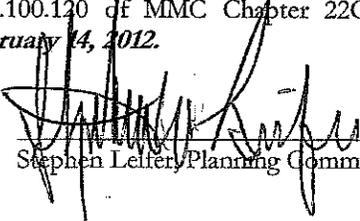
1. The Community Development Department held a public meeting to introduce the NON-PROJECT action plat extensions code amendments to the community on December 13, 2011.
2. The proposal was submitted to the State of Washington Department of Commerce for 30-day expedited review on December 7, 2011, in accordance with RCW 36.70A.106.
3. The PC held public work a session to review the NON-PROJECT action amendments proposing adoption of the NON-PROJECT action plat extensions code amendments, as described above, on December 13, 2011.
5. The PC held a duly-advertised public hearing on February 14, 2012 and received testimony from city staff and the public.
6. At the public hearing, the PC reviewed and considered plat extensions code amendments.

CONCLUSION:

At the public hearing, held on February 14, 2012, the PC recommended **APPROVING** plat extensions code amendments alternative 2, as the preferred alternative, as reflected in the PC Minutes, attached hereto as **EXHIBIT A**.

RECOMMENDATION:

Forwarded to City Council as a Recommendation of **APPROVAL** of the NON-PROJECT action amendment to the Marysville Municipal Code, proposing amendments to MMC Sections 22G.090.170 and 22G.090.380 of MMC Chapter 22G.090, Subdivisions and Short Subdivisions, and MMC Section 22G.100.120 of MMC Chapter 22G.100, Binding Site Plan, this *February 14, 2012.*

By: 
Stephen Leifer, Planning Commission Chair

**CITY OF MARYSVILLE
Marysville, Washington**

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, AMENDING THE CITY'S DEVELOPMENT REGULATIONS BY AMENDING SECTIONS 22G.090.170 AND 22G.090.380 OF MMC CHAPTER 22G.090, SUBDIVISIONS AND SHORT SUBDIVISIONS; AMENDING SECTION 22G.100.120 OF MMC CHAPTER 22G.100, BINDING SITE PLAN; AND AMENDING SECTION 22A.010.160 OF MMC CHAPTER 22A.010, GENERAL ADMINISTRATION, RELATED TO TRACKING AMENDMENTS TO THE CITY'S UNIFORM DEVELOPMENT CODE.

WHEREAS, the State Growth Management Act, RCW Chapter 36.70A mandates that cities periodically review and amend development regulations which include but are not limited to zoning ordinances and official controls; and

WHEREAS, RCW 36.70A.106 requires the processing of amendments to the City's development regulations in the same manner as the original adoption of the City's comprehensive plan and development regulations; and

WHEREAS, the State Growth Management Act requires notice and broad public participation when adopting or amending the City's comprehensive plan and development regulations; and

WHEREAS, the City, in reviewing and amending its development regulations has complied with the notice, public participation and processing requirements established by the Growth Management Act, as more fully described below; and

WHEREAS, the City Council of the City of Marysville finds that from time to time it is necessary and appropriate to review and revise provisions of the City's development code (MMC Title 22); and

WHEREAS, during a public meeting on December 13, 2011, the Planning Commission discussed proposed amendments to MMC 22G.090.170 and .380 and MMC 22G.100.120 regarding extensions of the time period for final approval of a subdivision, short subdivision and binding site plan; and

WHEREAS, after providing notice to the public as required by law, on February 14, 2012, the Marysville Planning Commission held a Public Hearing on the proposed amendments to the City's development regulations; and

WHEREAS, on February 14, 2012 the Planning Commission submitted a written Recommendation, including Findings and Conclusions, to the City Council recommending the adoption of the proposed amendments to MMC 22G.090.170 and .380 and MMC 22G.100.120; and

WHEREAS, at a public meeting on _____, the Marysville City Council reviewed and considered the Planning Commission's Recommendation and proposed amendments to the development regulation; and

WHEREAS, the City of Marysville has submitted the proposed development regulation revisions to the Washington State Department of Commerce on December 7, 2011, as required by RCW 36.70A.106; and

WHEREAS, the City has complied with the requirements of the State Environmental Policy Act, Ch.43.21C RCW, (SEPA) by adopting a determination of non-significance for the proposed revisions to the City's development regulations;

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

Section 1. Approval of Planning Commission's Recommendation and Adoption of Findings and Conclusions. The Planning Commission's February 14, 2012 Recommendation regarding the proposed development regulation revisions, including the Findings and Conclusions contained therein, as set forth in the attached **Exhibit "A"**, is hereby adopted and incorporated herein by this reference.

Section 2. Required Findings. In accordance with MMC 22G.010.500, the following findings are made regarding the development regulation amendments subject of this ordinance:

- (1) The amendments are consistent with the purposes of the comprehensive plan;
- (2) The amendments are consistent with the purpose of Title 22 MMC;
- (3) There have been significant changes in the circumstances to warrant a change;
- (4) The benefit or cost to the public health, safety and welfare is sufficient to warrant the action.

Section 3. Section 22G.090.170, Limitations on approval, of MMC Chapter 22G.090, Subdivisions and Short Subdivisions, is hereby amended to read as follows:

22G.090.170 ~~Limitations on approval~~Final subdivision approval - term.

Final subdivision approval must be acquired within five years of preliminary approval, after which time the preliminary subdivision approval is void. The five-year time frame shall commence from the effective date of the decision approving the subdivision. An extension may be granted by the ~~city council~~community development director for one year if the applicant has attempted in good faith to submit the final plat within the five-year time period; provided, however, the applicant must file a written request with the ~~city council~~community development director requesting the extension at least 30 days before expiration of the five-year period.

Exception: Effective until December 31, 2014, a final subdivision meeting all the requirements of this chapter shall be submitted to the city council approval within seven years of the date of preliminary subdivision approval pursuant to RCW 58.17.140. An extension may be granted by the community development director for up to two years if the applicant has attempted in good faith to submit the final subdivision within the seven-year time period; provided, however, the applicant must file a written request with the community development director requesting the extension at least 30 days before expiration of the seven-year period.

Section 4. Section 22G.090.380, Time limits for action, of MMC Chapter 22G.090, Subdivisions and Short Subdivisions, is hereby amended to read as follows:

22G.090.380 Time limits for action Preliminary and final short subdivision approval - terms.

(1) Approval within 60 Calendar Days. Preliminary short subdivisions shall be approved, disapproved or returned to the applicant within 60 calendar days from the date of filing a complete application, unless the applicant consents to a written extension of such time period; provided, that if an environmental impact statement is required as provided in RCW 43.21C.030, the time period shall not include the time spent preparing and circulating the EIS.

(2) Limitation on Approval. Final short subdivision approval must be acquired within five years of preliminary approval, after which time the preliminary short subdivision approval is void. The five-year time frame shall commence from the effective date of the decision approving the short subdivision. An extension may be granted by the community development director for one year if the applicant has attempted in good faith to submit the final short plat within the five-year time period; provided, however, the applicant must file a written request with the community development director requesting the extension at least 30 days before expiration of the five-year period.

Exception: Effective until December 31, 2014, a final short subdivision meeting all requirements of this chapter shall be submitted to the City for approval within seven years to the date of preliminary short subdivision approval pursuant to RCW 58.17.140. An extension may be granted by the community development director for up to two years if the applicant has attempted in good faith to complete the final short subdivision within the seven-year time period; provided, however, the applicant must file a written request with the community development director requesting the extension at least 30 days before expiration of the seven-year period.

Section 5. Section 22G.100.120, Time limitation for action, of MMC Chapter 22G.100, Binding Site Plan, is hereby amended to read as follows:

22G.100.120 Time limitation for action Final binding site plan approval - term.

The applicant must complete all conditions of preliminary approval within five years following the date of preliminary approval, after which the preliminary approval is void. An extension may be granted by the community development ~~department~~director for one year if the applicant has attempted in good faith to complete the requirements of preliminary approval within the original time period; provided, however, the applicant must file a written request with the community development ~~department~~director requesting the extension at least 30 days prior to the expiration of the original time period. ~~If the binding site plan was approved through the public review process, this extension request must be made to the city council.~~

Exception: Effective until December 31, 2014, a final binding site plan meeting all the requirements of this chapter shall be submitted to the city for approval within seven years of the date of preliminary binding site plan approval pursuant to RCW 58.17.140. An extension may be granted by the community development director for up to two years if the applicant has attempted in good faith to complete the final binding site plan within the

seven-year time period; provided, however, the applicant must file a written request with the community development director requesting the extension at least 30 days before expiration of the seven-year period.

Section 6. Section 22A.010.160, Amendments, of MMC Chapter 22A.010, General Administration, is hereby amended as follows by adding reference to this adopted ordinance in order to track amendments to the City's Unified Development Code:

"22A.010.160 Amendments.

The following amendments have been made to the UDC subsequent to its adoption:

<u>Ordinance</u>	<u>Title (description)</u>	<u>Effective Date</u>
_____	Plat Extensions	_____, 2011"

Section 7. 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.

Section 8. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

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

CITY OF MARYSVILLE

By: _____
JON NEHRING, MAYOR

Attest:

By: _____
CITY CLERK

Approved as to form:

By: _____
GRANT K. WEED, CITY ATTORNEY

Date of Publication: _____

Effective Date: _____
(5 days after publication)

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 3/26/2012

AGENDA ITEM: AN ORDINANCE OF THE CITY OF MARYSVILLE AMENDING MMC 2.04.020 RELATING TO THE LOCATION OF THE CITY COUNCIL MEETINGS	
PREPARED BY: Sandy Langdon, Admin. Svcs./Finance Dir DEPARTMENT: City Clerk	DIRECTOR APPROVAL:
ATTACHMENTS: Ordinance	
BUDGET CODE:	AMOUNT:

SUMMARY:

Recent review of section 2.04 of the Marysville Municipal Code found Section 2.04.020 to be out of date regarding the "Where meetings held". MMC 2.04.020 indicated that the regular meetings of the city council were to be held in the city council chambers located on the second floor of the Public Safety Building. The attached ordinance amends this section to the current location of regular meeting of the city council.

RECOMMENDED ACTION: Staff recommends that Council Authorize the Mayor to sign the ordinance to amend MMC 2.04.020 relating to the location of the city council meetings.

CITY OF MARYSVILLE

Marysville, Washington

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF MARYSVILLE AMENDING MMC
2.04.020 RELATING TO THE LOCATION OF THE CITY COUNCIL MEETINGS.**

WHEREAS, the City has relocated the City’s Council Chambers; and

WHEREAS, the regularly established meeting location of the City Council shall be established by ordinance;

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

Section 1. MMC 2.04.020 is hereby amended to read as follows:

2.04.020 Where meetings held.

The regular meetings of the City Council shall be held in the City Council chambers located on the second floor of City Hall, 1049 State Avenue, Marysville, Washington; provided, that the City Council may adjourn from time to time to meet at any other publicly announced place.

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

JOHN NEHRING, Mayor

ATTEST:

APRIL O’BRIEN, Deputy City Clerk

APPROVED AS TO FORM:

GRANT WEED, City Attorney

Date of Publication: _____

Effective Date (5 days after publication): _____

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 3/26/2012

AGENDA ITEM: A RESOLUTION OF THE CITY OF MARYSVILLE RELATING TO PROCEDURES FOR THE CONDUCT OF BUSINESS AT COUNCIL MEETINGS, AND REPEALING RESOLUTION NO. 2067	
PREPARED BY: Sandy Langdon, Admin. Svcs./Finance Dir .Grant Weed/ City Attorney DEPARTMENT: City Clerk	DIRECTOR APPROVAL:
ATTACHMENTS: Resolution 2067 - Redline Amending Resolution	
BUDGET CODE:	AMOUNT:

SUMMARY:

Resolution 2067 provides Procedures for the conduct of business at council meetings. Section VII of this resolution provides for periodic review. This past January the Council reviewed the current procedures and provided amendments to the current procedures. These amendments were incorporated and additional amendments were made for grammar and agenda topics.

RECOMMENDED ACTION: Staff recommends that Council Authorize the Mayor to sign the resolution to amend the procedures for conduct of business at council meetings and repeal Resolution No. 2067.

CITY OF MARYSVILLE

Marysville, Washington

RESOLUTION NO. ~~2120~~ _____

A RESOLUTION OF THE CITY OF MARYSVILLE RELATING TO PROCEDURES FOR THE CONDUCT OF BUSINESS AT COUNCIL MEETINGS, AND REPEALING RESOLUTION NO. 2067.

WHEREAS, RCW 35A.12.120 gives the City Council the power to establish rules of conduct for their meetings; and

WHEREAS, a comprehensive procedure for Council Meetings will provide the most expedient means of conducting Council Meetings; NOW, THEREFORE,

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

The following shall be the rules of conduct for all regular and special meetings of the Marysville City Council.

- I) **General:** These rules constitute the official rules for the conduct of business by Marysville City Council. For all points of order which are not covered by these rules, the chair of the meeting shall decide unless the majority of the Council disagrees, in which case the Council shall be guided by *Robert's Rules of Order Newly Revised*.
- II) **Organization:**
 - A) **Swearing in of New Councilmembers.** Newly elected Councilmembers shall be sworn in as provided by state law.
 - B) **Mayor Pro Tem.** The Council shall elect a Mayor Pro Tem for a term of two years. In the temporary absence of the Mayor, the Mayor Pro Tem shall perform the duties and responsibilities of the Mayor. In the event the Mayor Pro Tem is unable for any reason to serve the entire term, a new Mayor Pro Tem shall be elected at the next Regular Meeting. If both the Mayor and the Mayor Pro Tem are absent from a meeting, one of the Councilmembers will be appointed by motion to preside over the meeting.

C) Quorum. At all Council Meetings, a majority of the Council (four members) shall constitute a quorum for the transaction of business, but a lesser number may recess or adjourn.

D) Attendance and Excused Absences.

1) Councilmembers. RCW ~~35.24.100~~[35A.12.060](#) provides that a Councilmember shall forfeit his or her office by failing to attend three consecutive Regular Meetings of the Council without being excused by the Council. Members of the Council may be so excused by complying with this section. The member shall contact the Mayor; or, if the Mayor is not available, the Chief Administrative Officer, or City Clerk, who shall convey the message to the Mayor. Following roll call, the presiding officer shall inform the Council of the member's absence and state the reason for such absence and shall entertain a motion to excuse.

[The Council may give consideration to approval of an extended absences for matters that are beyond the reasonable control of the Councilmember such a for an serious illness, by entertaining a motion to excuse.](#)

2) City Clerk. The Clerk or other authorized person shall attend all Council Meetings to serve as clerk and to keep a record of the proceedings. If the Clerk and the Deputy Clerk are absent from any Council Meeting, then the Mayor shall ask the Chief Administrative Officer to appoint a member of the staff to act as Clerk for that meeting.

E) Decorum.

1) Right to Eject. While the Council is in session, both the members and the public must preserve order and decorum, and shall neither, by conversation or otherwise, delay or interrupt the meeting or the peace of the Council, nor disrupt any member while speaking or refuse to obey the orders of the Presiding Officer. Any person making personal, impertinent, or slanderous remarks, or who becomes boisterous while addressing the Council, shall be asked to leave by the Presiding Officer and shall be escorted from the Council Chambers.

2) Hearings. Whenever the Council is conducting a public hearing on a quasi-judicial matter, such hearings must not only be fair, but must be free from even the appearance of unfairness. Therefore, in their consideration of such matters Councilmembers shall:

- (a) Avoid any ex parte contact with the individual or property owner whose rights are under consideration;
 - (b) Avoid any public or private statements in advance of a scheduled hearing that would suggest that the Councilmember has decided the issue before the hearing.
- 3) Ex parte Communication. Consistent with RCW42.36.060, if any Councilmember has had ex parte communications with opponents or proponents with respect to a quasi-judicial matter, that Councilmember must disassociate him/herself from the proceedings, unless:
- (a) That Councilmember places on the record the substance of any written or oral ex parte communications concerning of the action; and
 - (b) The Presiding Officer makes a public announcement providing for an opportunity for any party to rebut the substance of the ex parte communication.
- 4) Conflict of Interest. Councilmembers that disassociate themselves from participating in a public hearing due to the application of the Appearance of Fairness Doctrine or a conflict of interest, shall leave the Council Chambers.

F) Voting.

- 1) Method. Unless otherwise provided for by statute, ordinance, or resolution, all votes shall be taken by voice; except that at the request of any Councilmember or the Mayor, a roll call vote shall be taken by the Mayor.
- 2) Tie Vote. In case of a tie vote on any proposal, the proposal shall be considered lost. This shall not prevent the Mayor from breaking a tie vote as provided by law.
- 3) General. Each Councilmember shall vote on all questions put to the Council, unless a conflict of interest or an appearance of fairness question under state law is present. Unless a member of the Council states that he or she is abstaining, his or her silence shall be recorded as an affirmative vote.
- 4) Reconsideration. Any Councilmember who was absent from a meeting or any Councilmember who voted on the prevailing side of a motion may move for

reconsideration of a matter when all Councilmembers are present.

- G) Adjournment. Regular Council meetings (including any executive sessions) shall adjourn at or before 11:00 p.m.; except the time may be extended to a later time certain upon approval of a motion by a Councilmember.

III) **Officers:**

- A) Presiding Officers. The Mayor, or in his or her absence the Mayor Pro Tern, shall be the Presiding Officer of the Council. In the absence of both the Mayor and the Mayor Pro Tern, the Council shall appoint one of the members of the Council to act as a temporary Presiding Officer.

- B) Presiding Officer's Duties. It shall be the duty of the Presiding Officer to:

- 1) Call the meeting to order.
- 2) Keep the meeting to its order of business.
- 3) Control discussion in an orderly manner by:
 - (a) Giving every Councilmember who wishes an opportunity to speak when recognized by the Chair;
 - (b) Permitting citizen comments at the appropriate times; and
 - (c) Requiring all speakers to speak to the question and to observe the rules of order.
- 4) Decide all questions of order, subject to the provisions of Section I above.

- IV) **Committee Appointments:** With the Mayor Pro Tern acting as the lead, the Council shall make appointments of Councilmembers to all standing committees.

V) **Council Meetings:**

- A) Open to Public. All Council Meetings shall comply with the requirements of the Open Meetings Act (RCW 42.30). All Meetings of the Council shall be open to the public. The City shall comply with the provisions of law regarding notice of public meetings.

B) Type of Meetings.

- 1) Regular Meetings. The Council shall hold their Regular Meetings on the first, second, third and fourth Mondays of the month between 7:00 p.m. and 11:00 p.m. Unless otherwise determined by the City Council, the regular meetings scheduled for the first and third Monday of the month shall be for the purpose of conducting a workshop. Workshop meetings shall adjourn not later than 9:30 p.m. unless extended by motion of a City Councilmember. Should any Monday fall on a legal holiday, ~~the~~ all regular meetings shall be held at the same hour and place on the next working day.
- 2) Workshops. The Council shall hold workshop meetings on the first and third Monday of each month commencing at 7:00 p.m. Except with the vote of a majority of Council, no public comment shall be received at such workshops. If there is no business for which a workshop is needed, the workshop meeting may be canceled. The Council may also hold workshops which shall be scheduled as a special meeting on such dates that work best with the schedules of the Mayor and a majority of the Council. These meetings will be informal meetings for the purpose of more prolonged discussion of issues and topics selected by the Council, Mayor or Chief Administrative Officer. ~~Except with the vote of a majority of Council, no public comment shall be received at such workshops.~~ Workshops may be held jointly with advisory Boards and Commissions to the Council or with other public entities.
- 3) Special Meetings. Special Meetings may be called by the Mayor by ~~written notice delivered~~ communication to each member of the Council at least twenty-four hours before the time specified for the proposed meeting. ~~If written notice is delivered and a Councilmember is not home, the City will make reasonable attempts to contact the Councilmember by phone.~~ Proper notice shall also be given to the news media. Special Meetings shall also be called by the Mayor upon the written request of any three members of the Council. The notice of such Special Meetings shall state the subjects to be considered, and no final action shall be taken on any subjects other than those specified in the notice ~~shall be considered.~~ Where reasonable attempts have been made to give all Councilmembers notice of a special meeting, as provided above, such meeting may be held so long as a quorum is present for such meeting.

C) Executive Sessions.

- 1) General. The Council may hold Executive Sessions from which the public may be excluded, for the purposes set forth in RCW 42.30.110. Before convening an Executive Session, the Presiding Officer or designee shall announce the general purpose of the session ~~and~~ the anticipated time when the session will be concluded

and whether action will be taken on any item. Should the session require more time, a public announcement shall be made that the session is being extended.

- 2) Confidentiality. Councilmembers shall keep confidential all written materials and verbal information provided to them during Executive Sessions. Confidentiality also includes information provided to Councilmembers outside of Executive Sessions when the information is considered to be exempt from disclosure by State law or when it is subject to the attorney-client privilege.
- 3) Ex parte Contact. If the Council, after Executive Session, has provided direction to City staff on proposed terms and conditions for City business, all contacts with any other party should be done by the designated City staff representative handling the issue. Councilmembers should obtain the permission of the Mayor prior to discussing the information with anyone other than other Councilmembers, the City Attorney or City staff designated by the Mayor. Any Councilmember having any such contact or discussion needs to make full disclosure to the Mayor and/or Council in a timely manner.

D) Meeting Place. Regular Council Meetings will be held at the ~~Public Safety Building~~ City Hall at 1049 State Avenue. Workshops and Special Meetings will usually be held at the same location, but may be held at other appropriate locations, with proper notice.

E) Council Agenda.

- 1) Order of Business. No Legislative item shall be voted upon which is not on the agenda as approved by the Council at the meeting. The order of business for each Regular Meeting shall be ordinarily as follows unless modified by motion of Council:

- (a) Call to Order
- (b) Invocation/Pledge of Allegiance
- ~~(e) — Flag Salute~~
- (c) Roll Call
- (d) Committee Report
- ~~(d)(e) -~~ Minutes of Previous MeetingsPresentations
- ~~(e)(f) —~~ Citizen Comments on items not on AgendaAudience Participation
- ~~(f)(g) —~~ Petitions and CommunicationsApproval of Minutes
- ~~(g)(h) —~~ Consent Agenda
- ~~(h)(i) —~~ Action ItemsReview Bids
- ~~(i)(j) —~~ Discussion ItemsPublic Hearings
- (k) — Information ItemsNew Business

- [\(l\) Legal](#)
- [\(m\) Mayor's Business](#)
- [\(n\) Staff Business](#)
- [\(j\)\(o\) Call on Councilmembers](#)
- ~~(k)(p)~~ Adjournment
- [\(q\) Executive Session](#)
- ~~—~~ [Litigation](#)
- ~~—~~ [Personnel](#)
- ~~(t)~~ [Real Estate](#)
- ~~(m)(r)~~ - Reconvene
- ~~(n)(s)~~ Adjournment

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- 2) Placement of Matters on Agenda by Councilmembers. A Councilmember may propose to place a topic on an upcoming City Council Agenda in the form of a motion. A Councilmember may also fill out a Request Form if he or she wishes to have the subject placed on the Agenda for the making of a motion. The filling out of a Request Form will be used only to let the other Councilmembers know that a motion will be made to place the matter on an upcoming Agenda. If the motion receives a second then a vote is taken. If the motion passes the Councilmember may then provide to the City Clerk (or designee) whatever information is pertinent to the subject. Such information will be included in the materials for the upcoming meeting. City staff may also provide information that would be useful to the Council in their deliberations. At times it may be necessary where an issue is complex to inform the Council that more time may be needed to prepare staff materials or that there may be some unanticipated costs in producing relevant information to the Council.

- 3) Consent Agenda. Matters shall be placed on the Consent Agenda which: (a) have been previously discussed by the Council, or (b) based on the information delivered to members of the Council by the administration, can be reviewed by a Councilmember without further explanation, or (c) are so routine or technical in nature that passage is likely. The motion to adopt Consent Items shall be non-debatable and have the effect of moving to adopt all items. Prior to entertaining a motion to adopt the Consent Agenda the Mayor shall inquire whether there are any members of the audience who want to comment on any matter which is on the Consent Agenda. Any member of the Council shall have the right to remove any item. Therefore, under the item "Approve the Agenda Contents and Order," the Mayor shall inquire if any Councilmembers wish an item to be withdrawn from the Consent Agenda. If any matter is withdrawn, the Mayor shall place the item following the

consent agenda for deliberation and possible action.

VI) **Public Testimony and Comments:**

A) **Oral and Written Comments.**

- 1) **General.** The Council shall not take public comments at the Regular Meeting except for testimony given at a Public Hearing; provided that any person may speak under "Citizen Comments on items not on the Agenda" and on items on the agenda for which no public comment is planned for no more than three minutes. The three-minute limit may be extended by consensus of the Mayor and majority of the Council. If there is an item on the agenda on which a citizen wishes to comment, the citizen should ask during the "Citizen Comments on items not on the Agenda" period if the Council will allow comment on a particular item. The Mayor will decide, with the concurrence of Council, whether comment will be allowed, and if so, it will be taken after the Staff presentation, but before Council action on that item.
- 2) **Identification of Speakers.** Persons testifying or providing comments shall identify themselves for the record as to name, address, and organization.
- 3) **Time Limitations.** Individuals will be allowed three (3) uninterrupted minutes to speak. Providing that all individuals are allowed to speak at the hearing, if time permits another three (3) minutes may be allowed for added comment. At the discretion of the Mayor, with the concurrence of Council, additional time for receipt of oral and written testimony may be allowed. The Clerk or Mayor shall be the timekeeper.

In cases where a representative is speaking on behalf of a group of persons who are present at the meeting, at the discretion of the Mayor, giving consideration to the issue at hand and the time available and with the concurrence of Council, part or all of the three minutes that each person in the group would have had to speak may be allocated to the representative of the group.

At a quasi-judicial hearing, the burden of proof generally lies with the applicant or appellant of the action before the Council. During the public testimony portion of the hearing, the applicant and the applicant's advisors will have the opportunity for rebuttal to opposing testimony.

- 4) **Quasi-Judicial Items.** A quasi-judicial action is an action of the Council which determines the legal rights, duties, or privileges of specific individuals or properties,

such as rezones or plat approvals.

The order of business for a quasi-judicial hearing shall generally be as follows:

- (a) Appearance of Fairness Query
- (b) Swearing in
- (c) Staff presentation
- (d) Board or Commission recommendation
- (e) Applicant's statement
- (f) Council's questions of Staff, Commission, and Applicant
- (g) Citizen's testimony
- (h) Rebuttal by Applicant
- (i) Public testimony closed
- (j) Council deliberation
- (k) Council action

5) Written Comments. Written materials may be submitted to the Council at the Regular Meeting at which an issue is to be considered, however the Council may not be able to consider such written comments at that time. Written materials may also be filed with the City Clerk for Council consideration ~~may~~ up to and including at the Regular Meeting. In order for written comments to reach the Council for consideration prior to the meeting or hearing, they should be filed with the Clerk no later than 1 p.m. of the Wednesday preceding the Regular Meeting for distribution to the Council with the regular agenda packet.

VII) **Periodic Review**: It is the intent of the City Council that council procedures be periodically reviewed as needed, but no less ~~that than~~ every two years. Therefore Council procedures shall be reviewed in the month of January of every even numbered year, and may be amended at any other time that the Council shall choose.

VIII) **Effect/Waiver of Rules**: These rules of procedure are adopted for the sole benefit of the members of the Council and the Mayor to assist in the orderly conduct of Council business. These rules of procedure do not grant any right or privileges to specific members of the public. Failure of the City Council to adhere to these rules shall not result in any liability to the City, its officers, agents, and employees, nor shall failure to adhere to these rules result in invalidation of any Council act. The City Council may, by a majority vote, determine to temporarily waive or suspend any of the provisions herein.

IX) **Repealer**: All prior practices, policies, rules or resolutions of the Council which are inconsistent with this resolution are hereby REPEALED. Resolution No. ~~2067-2120~~ is

hereby REPEALED for the reason that it is replaced by this resolution.

PASSED by the City Council and APPROVED by the Mayor this day ____ of ~~February~~March, 2012~~04~~.

CITY OF MARYSVILLE

By _____
~~Dennis Kendall~~Jon Nehring,
Mayor

ATTEST:

By _____
CITY CLERK

Approved as to form:

By _____
CITY ATTORNEY

CITY OF MARYSVILLE

Marysville, Washington

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF MARYSVILLE RELATING TO PROCEDURES FOR THE CONDUCT OF BUSINESS AT COUNCIL MEETINGS, AND REPEALING RESOLUTION NO. 2067.

WHEREAS, RCW 35A.12.120 gives the City Council the power to establish rules of conduct for their meetings; and

WHEREAS, a comprehensive procedure for Council Meetings will provide the most expedient means of conducting Council Meetings; NOW, THEREFORE,

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

The following shall be the rules of conduct for all regular and special meetings of the Marysville City Council.

I) **General**: These rules constitute the official rules for the conduct of business by Marysville City Council. For all points of order which are not covered by these rules, the chair of the meeting shall decide unless the majority of the Council disagrees, in which case the Council shall be guided by *Robert's Rules of Order Newly Revised*.

II) **Organization**:

A) **Swearing in of New Councilmembers**. Newly elected Councilmembers shall be sworn in as provided by state law.

B) **Mayor Pro Tem**. The Council shall elect a Mayor Pro Tem for a term of two years. In the temporary absence of the Mayor, the Mayor Pro Tem shall perform the duties and responsibilities of the Mayor. In the event the Mayor Pro Tem is unable for any reason to serve the entire term, a new Mayor Pro Tem shall be elected at the next Regular Meeting. If both the Mayor and the Mayor Pro Tem are absent from a meeting, one of the Councilmembers will be appointed by motion to preside over the meeting.

C) Quorum. At all Council Meetings, a majority of the Council (four members) shall constitute a quorum for the transaction of business, but a lesser number may recess or adjourn.

D) Attendance and Excused Absences.

- 1) Councilmembers. RCW 35A.12.060 provides that a Councilmember shall forfeit his or her office by failing to attend three consecutive Regular Meetings of the Council without being excused by the Council. Members of the Council may be so excused by complying with this section. The member shall contact the Mayor; or, if the Mayor is not available, the Chief Administrative Officer, or City Clerk, who shall convey the message to the Mayor. Following roll call, the presiding officer shall inform the Council of the member's absence and state the reason for such absence and shall entertain a motion to excuse.

The Council may give consideration to approval of an extended absence for matters that are beyond the reasonable control of the Councilmember such as for a serious illness, by entertaining a motion to excuse.

- 2) City Clerk. The Clerk or other authorized person shall attend all Council Meetings to serve as clerk and to keep a record of the proceedings. If the Clerk and the Deputy Clerk are absent from any Council Meeting, then the Mayor shall ask the Chief Administrative Officer to appoint a member of the staff to act as Clerk for that meeting.

E) Decorum.

- 1) Right to Eject. While the Council is in session, both the members and the public must preserve order and decorum, and shall neither, by conversation or otherwise, delay or interrupt the meeting or the peace of the Council, nor disrupt any member while speaking or refuse to obey the orders of the Presiding Officer. Any person making personal, impertinent, or slanderous remarks, or who becomes boisterous while addressing the Council, shall be asked to leave by the Presiding Officer and shall be escorted from the Council Chambers.
- 2) Hearings. Whenever the Council is conducting a public hearing on a quasi-judicial matter, such hearings must not only be fair, but must be free from even the appearance of unfairness. Therefore, in their consideration of such matters Councilmembers shall:

- (a) Avoid any ex parte contact with the individual or property owner whose rights are under consideration;
 - (b) Avoid any public or private statements in advance of a scheduled hearing that would suggest that the Councilmember has decided the issue before the hearing.
- 3) Ex parte Communication. Consistent with RCW42.36.060, if any Councilmember has had ex parte communications with opponents or proponents with respect to a quasi-judicial matter, that Councilmember must disassociate him/herself from the proceedings, unless:
- (a) That Councilmember places on the record the substance of any written or oral ex parte communications concerning of the action; and
 - (b) The Presiding Officer makes a public announcement providing for an opportunity for any party to rebut the substance of the ex parte communication.
- 4) Conflict of Interest. Councilmembers that disassociate themselves from participating in a public hearing due to the application of the Appearance of Fairness Doctrine or a conflict of interest, shall leave the Council Chambers.

F) Voting.

- 1) Method. Unless otherwise provided for by statute, ordinance, or resolution, all votes shall be taken by voice; except that at the request of any Councilmember or the Mayor, a roll call vote shall be taken by the Mayor.
- 2) Tie Vote. In case of a tie vote on any proposal, the proposal shall be considered lost. This shall not prevent the Mayor from breaking a tie vote as provided by law.
- 3) General. Each Councilmember shall vote on all questions put to the Council, unless a conflict of interest or an appearance of fairness question under state law is present. Unless a member of the Council states that he or she is abstaining, his or her silence shall be recorded as an affirmative vote.
- 4) Reconsideration. Any Councilmember who was absent from a meeting or any Councilmember who voted on the prevailing side of a motion may move for

reconsideration of a matter when all Councilmembers are present.

- G) Adjournment. Regular Council meetings (including any executive sessions) shall adjourn at or before 11:00 p.m.; except the time may be extended to a later time certain upon approval of a motion by a Councilmember.

III) **Officers:**

- A) Presiding Officers. The Mayor, or in his or her absence the Mayor Pro Tern, shall be the Presiding Officer of the Council. In the absence of both the Mayor and the Mayor Pro Tern, the Council shall appoint one of the members of the Council to act as a temporary Presiding Officer.

- B) Presiding Officer's Duties. It shall be the duty of the Presiding Officer to:

- 1) Call the meeting to order.
- 2) Keep the meeting to its order of business.
- 3) Control discussion in an orderly manner by:
 - (a) Giving every Councilmember who wishes an opportunity to speak when recognized by the Chair;
 - (b) Permitting citizen comments at the appropriate times; and
 - (c) Requiring all speakers to speak to the question and to observe the rules of order.
- 4) Decide all questions of order, subject to the provisions of Section I above.

- IV) **Committee Appointments:** With the Mayor Pro Tern acting as the lead, the Council shall make appointments of Councilmembers to all standing committees.

V) **Council Meetings:**

- A) Open to Public. All Council Meetings shall comply with the requirements of the Open Meetings Act (RCW 42.30). All Meetings of the Council shall be open to the public. The City shall comply with the provisions of law regarding notice of public meetings.

B) Type of Meetings.

- 1) Regular Meetings. The Council shall hold their Regular Meetings on the first, second, third and fourth Mondays of the month between 7:00 p.m. and 11:00 p.m. Unless otherwise determined by the City Council, the regular meetings scheduled for the first and third Monday of the month shall be for the purpose of conducting a workshop. Workshop meetings shall adjourn not later than 9:30 p.m. unless extended by motion of a City Councilmember. Should any Monday fall on a legal holiday, all regular meetings shall be held at the same hour and place on the next working day.
- 2) Workshops. The Council shall hold workshop meetings on the first and third Monday of each month commencing at 7:00 p.m. Except with the vote of a majority of Council, no public comment shall be received at such workshops. If there is no business for which a workshop is needed, the workshop meeting may be canceled. The Council may also hold workshops which shall be scheduled as a special meeting on such dates that work best with the schedules of the Mayor and a majority of the Council. These meetings will be informal meetings for the purpose of more prolonged discussion of issues and topics selected by the Council, Mayor or Chief Administrative Officer. Workshops may be held jointly with advisory Boards and Commissions to the Council or with other public entities.
- 3) Special Meetings. Special Meetings may be called by the Mayor by communication to each member of the Council at least twenty-four hours before the time specified for the proposed meeting. Proper notice shall also be given to the news media. Special Meetings shall also be called by the Mayor upon the written request of any three members of the Council. The notice of such Special Meetings shall state the subjects to be considered, and no final action shall be taken on any subject other than those specified in the notice. Where reasonable attempts have been made to give all Councilmembers notice of a special meeting, as provided above, such meeting may be held so long as a quorum is present for such meeting.

C) Executive Sessions.

- 1) General. The Council may hold Executive Sessions from which the public may be excluded, for the purposes set forth in RCW 42.30.110. Before convening an Executive Session, the Presiding Officer or designee shall announce the general purpose of the session, the anticipated time when the session will be concluded and whether action will be taken on any item. Should the session require more time, a public announcement shall be made that the session is being extended.

- 2) Confidentiality. Councilmembers shall keep confidential all written materials and verbal information provided to them during Executive Sessions. Confidentiality also includes information provided to Councilmembers outside of Executive Sessions when the information is considered to be exempt from disclosure by State law or when it is subject to the attorney-client privilege.
- 3) Ex parte Contact. If the Council, after Executive Session, has provided direction to City staff on proposed terms and conditions for City business, all contacts with any other party should be done by the designated City staff representative handling the issue. Councilmembers should obtain the permission of the Mayor prior to discussing the information with anyone other than other Councilmembers, the City Attorney or City staff designated by the Mayor. Any Councilmember having any such contact or discussion needs to make full disclosure to the Mayor and/or Council in a timely manner.

D) Meeting Place. Regular Council Meetings will be held at the City Hall at 1049 State Avenue. Workshops and Special Meetings will usually be held at the same location, but may be held at other appropriate locations, with proper notice.

E) Council Agenda.

- 1) Order of Business. No Legislative item shall be voted upon which is not on the agenda as approved by the Council at the meeting. The order of business for each Regular Meeting shall be ordinarily as follows unless modified by motion of Council:
 - (a) Call to Order
 - (b) Invocation/Pledge of Allegiance
 - (c) Roll Call
 - (d) Committee Report
 - (e) Presentations
 - (f) Audience Participation
 - (g) Approval of Minutes
 - (h) Consent Agenda
 - (i) Review Bids
 - (j) Public Hearings
 - (k) New Business
 - (l) Legal
 - (m) Mayor's Business
 - (n) Staff Business
 - (o) Call on Councilmembers

- (p) Adjournment
- (q) Executive Session
- (r) Reconvene
- (s) Adjournment

2) Placement of Matters on Agenda by Councilmembers. A Councilmember may propose to place a topic on an upcoming City Council Agenda in the form of a motion. A Councilmember may also fill out a Request Form if he or she wishes to have the subject placed on the Agenda for the making of a motion. The filling out of a Request Form will be used only to let the other Councilmembers know that a motion will be made to place the matter on an upcoming Agenda. If the motion receives a second then a vote is taken. If the motion passes the Councilmember may then provide to the City Clerk (or designee) whatever information is pertinent to the subject. Such information will be included in the materials for the upcoming meeting. City staff may also provide information that would be useful to the Council in their deliberations. At times it may be necessary where an issue is complex to inform the Council that more time may be needed to prepare staff materials or that there may be some unanticipated costs in producing relevant information to the Council.

3) Consent Agenda. Matters shall be placed on the Consent Agenda which: (a) have been previously discussed by the Council, or (b) based on the information delivered to members of the Council by the administration, can be reviewed by a Councilmember without further explanation, or (c) are so routine or technical in nature that passage is likely. The motion to adopt Consent Items shall be non-debatable and have the effect of moving to adopt all items. Prior to entertaining a motion to adopt the Consent Agenda the Mayor shall inquire whether there are any members of the audience who want to comment on any matter which is on the Consent Agenda. Any member of the Council shall have the right to remove any item. Therefore, under the item "Approve the Agenda Contents and Order," the Mayor shall inquire if any Councilmembers wish an item to be withdrawn from the Consent Agenda. If any matter is withdrawn, the Mayor shall place the item following the consent agenda for deliberation and possible action.

VI) **Public Testimony and Comments:**

A) Oral and Written Comments.

1) General. The Council shall not take public comments at the Regular Meeting except for testimony given at a Public Hearing; provided that any person may speak under

"Citizen Comments on items not on the Agenda" and on items on the agenda for which no public comment is planned for no more than three minutes. The three-minute limit may be extended by consensus of the Mayor and majority of the Council. If there is an item on the agenda on which a citizen wishes to comment, the citizen should ask during the "Citizen Comments on items not on the Agenda" period if the Council will allow comment on a particular item. The Mayor will decide, with the concurrence of Council, whether comment will be allowed, and if so, it will be taken after the Staff presentation, but before Council action on that item.

- 2) Identification of Speakers. Persons testifying or providing comments shall identify themselves for the record as to name, address, and organization.
- 3) Time Limitations. Individuals will be allowed three (3) uninterrupted minutes to speak. Providing that all individuals are allowed to speak at the hearing, if time permits another three (3) minutes may be allowed for added comment. At the discretion of the Mayor, with the concurrence of Council, additional time for receipt of oral and written testimony may be allowed. The Clerk or Mayor shall be the timekeeper.

In cases where a representative is speaking on behalf of a group of persons who are present at the meeting, at the discretion of the Mayor, giving consideration to the issue at hand and the time available and with the concurrence of Council, part or all of the three minutes that each person in the group would have had to speak may be allocated to the representative of the group.

At a quasi-judicial hearing, the burden of proof generally lies with the applicant or appellant of the action before the Council. During the public testimony portion of the hearing, the applicant and the applicant's advisors will have the opportunity for rebuttal to opposing testimony.

- 4) Quasi-Judicial Items. A quasi-judicial action is an action of the Council which determines the legal rights, duties, or privileges of specific individuals or properties, such as rezones or plat approvals.

The order of business for a quasi-judicial hearing shall generally be as follows:

- (a) Appearance of Fairness Query
- (b) Swearing in
- (c) Staff presentation
- (d) Board or Commission recommendation

- (e) Applicant's statement
- (f) Council's questions of Staff, Commission, and Applicant
- (g) Citizen's testimony
- (h) Rebuttal by Applicant
- (i) Public testimony closed
- (j) Council deliberation
- (k) Council action

5) Written Comments. Written materials may be submitted to the Council at the Regular Meeting at which an issue is to be considered, however the Council may not be able to consider such written comments at that time. Written materials may also be filed with the City Clerk for Council consideration up to and including at the Regular Meeting.

VII) **Periodic Review**: It is the intent of the City Council that council procedures be periodically reviewed as needed, but no less than every two years. Therefore Council procedures shall be reviewed in the month of January of every even numbered year, and may be amended at any other time that the Council shall choose.

VIII) **Effect/Waiver of Rules**: These rules of procedure are adopted for the sole benefit of the members of the Council and the Mayor to assist in the orderly conduct of Council business. These rules of procedure do not grant any right or privileges to specific members of the public. Failure of the City Council to adhere to these rules shall not result in any liability to the City, its officers, agents, and employees, nor shall failure to adhere to these rules result in invalidation of any Council act. The City Council may, by a majority vote, determine to temporarily waive or suspend any of the provisions herein.

IX) **Repealer**: All prior practices, policies, rules or resolutions of the Council which are inconsistent with this resolution are hereby REPEALED. Resolution No. 2120 is hereby REPEALED for the reason that it is replaced by this resolution.

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

CITY OF MARYSVILLE

By _____
Jon Nehring, Mayor

ATTEST:

By _____
CITY CLERK

Approved as to form:

By _____
CITY ATTORNEY

**CITY OF MARYSVILLE
Marysville, Washington**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MARYSVILLE, WASHINGTON FINDING THAT AN
EMERGENCY HAD OCCURRED AND WAIVING THE
REQUIREMENT FOR PUBLIC BIDDING FOR ROOF REPAIRS
TO THE CITY'S MUNICIPAL COURT BUILDING**

Recitals

WHEREAS, stormy windy and rainy weather occurred in the City of Marysville between March 10, 2012 and March 12, 2012; and

WHEREAS, water was discovered infiltrating into the City's Municipal Court Building on March 12, 2012; and

WHEREAS, the water infiltration continued and was determined to be the result of failures in the roof of the Municipal Court Building; and

WHEREAS, stormy and windy weather has persisted in the City of Marysville; and

WHEREAS, in the absence of immediate repairs to the roof of the Municipal Court Building the continued water infiltration will likely result in material loss or damage to the Municipal Court Building; and

WHEREAS, these unforeseen circumstances are beyond the control of the City and constitute an emergency; and

WHEREAS, City Staff proceeded to contract with Riverside Roof, Inc. to repair the roof of the Municipal Court Building on March 16, 2012, the contract being for \$51,586.67 (which amount includes Washington State Sales Tax), NOW, THEREFORE,

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

Section 1. The City Council adopts as its findings of fact the recitals above.

Section 2. The City Council of the City of Marysville declares that an emergency existed as of March 12, 2012 and waives the requirement that competitive bid occur for the Municipal Court Building Roof Repair.

Section 3. The City Council ratifies and approves the actions of staff and the Mayor to enter into a Contract with Riverside Roof Inc. dated March 16, 2012 in the amount of \$51,586.67 (said amount includes Washington State Sales Tax) for Municipal Court Building Roof Repair.

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

CITY OF MARYSVILLE

By _____
Jon Nehring, Mayor

ATTEST:

By _____
CITY CLERK

Approved as to form:

By _____
CITY ATTORNEY

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: March 26, 2012

AGENDA ITEM: Library Board Reappointments	AGENDA SECTION: Mayor's Business	
PREPARED BY: April O'Brien, Deputy City Clerk	AGENDA NUMBER:	
ATTACHMENTS: 1. Appointment Sheets	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

Mayor Nehring is requesting the reappointments of Michael Wray and Tom King to the Marysville Library Board.

RECOMMENDED ACTION: Mayor Nehring recommends the City Council confirmation to the reappointments of Michael Wray and Tom King to the Marysville Library Board serving until January 1, 2017.
COUNCIL ACTION:

Office of the Mayor
Jon Nehring
1049 State Avenue
Marysville, WA 98270
Phone: 360-363-8000
Fax: 360-651-5033
marysvillewa.gov

APPOINTMENT

I, JON NEHRING, duly elected and acting Mayor of the City of Marysville, do hereby reappoint MICHAEL WRAY as a member of the Marysville LIBRARY BOARD of the City of Marysville, pursuant to the provisions of the Marysville Municipal Code 2.08.010; dated this 26th day of March, 2012.

M A Y O R

I do swear and affirm I will perform the duties assigned to me as a member of the Marysville LIBRARY BOARD of the City of Marysville in the manner required by law.

Dated this 26th day of March, 2012

MICHAEL WRAY

This term of appointment expires the 1st day of January 2017.

Office of the Mayor
Jon Nehring
1049 State Avenue
Marysville, WA 98270
Phone: 360-363-8000
Fax: 360-651-5033
marysvillewa.gov

APPOINTMENT

I, JON NEHRING, duly elected and acting Mayor of the City of Marysville, do hereby reappoint TOM KING as a member of the Marysville LIBRARY BOARD of the City of Marysville, pursuant to the provisions of the Marysville Municipal Code 2.08.010; dated this 26th day of March, 2012.

M A Y O R

I do swear and affirm I will perform the duties assigned to me as a member of the Marysville LIBRARY BOARD of the City of Marysville in the manner required by law.

Dated this 26th day of March, 2012

TOM KING

This term of appointment expires the 1st day of January 2017.

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: March 26, 2012

AGENDA ITEM: Civil Service Commission Reappointment	AGENDA SECTION: Mayor's Business	
PREPARED BY: April O'Brien, Deputy City Clerk	AGENDA NUMBER:	
ATTACHMENTS: 1. Appointment Sheet	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

Mayor Nehring is requesting the reappointment of Kamille Norton to the Civil Service Commission.

RECOMMENDED ACTION: Mayor Nehring recommends the City Council confirmation to the reappointment of Kamille Norton to the Civil Service Commission serving until March 10, 2018.
COUNCIL ACTION:

Office of the Mayor
Jon Nehring
1049 State Avenue
Marysville, WA 98270
Phone: 360-363-8000
Fax: 360-651-5033
marysvillewa.gov

APPOINTMENT

I, JON NEHRING, duly elected and acting Mayor of the City of Marysville, do hereby reappoint KAMILLE NORTON as a member of the CIVIL SERVICE COMMISSION of the City of Marysville, pursuant to the provisions of the Marysville Municipal Code 2.16.020; dated this 26th day of March, 2012.

M A Y O R

I do swear and affirm I will perform the duties assigned to me as a member of the Marysville CIVIL SERVICE COMMISSION of the City of Marysville in the manner required by law.

Dated this 26th day of March, 2012

KAMILLE NORTON

This term of reappointment expires the 10th day of March 2018.

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: March 26, 2012

AGENDA ITEM: Parks and Recreation Board Reappointment	AGENDA SECTION: Mayor's Business
PREPARED BY: April O'Brien, Deputy City Clerk	AGENDA NUMBER:
ATTACHMENTS: 1. Appointment Sheet	APPROVED BY:
	MAYOR CAO
BUDGET CODE:	AMOUNT:

Mayor Nehring is requesting the reappointment of Scott Allen to the Parks and Recreation Board.

RECOMMENDED ACTION: Mayor Nehring recommends the City Council confirmation to the reappointment of Scott Allen to the Parks and Recreation Board serving until February 28, 2015.
COUNCIL ACTION:

Office of the Mayor
Jon Nehring
1049 State Avenue
Marysville, WA 98270
Phone: 360-363-8000
Fax: 360-651-5033
marysvillewa.gov

APPOINTMENT

I, JON NEHRING, duly elected and acting Mayor of the City of Marysville, do hereby reappoint SCOTT ALLEN as a member of the Marysville PARKS AND RECREATION BOARD of the City of Marysville, pursuant to the provisions of the Marysville Municipal Code 2.20.030; dated this 26th day of March, 2012.

M A Y O R

I do swear and affirm I will perform the duties assigned to me as a member of the Marysville PARKS AND RECREATION BOARD of the City of Marysville in the manner required by law.

Dated this 26th day of March, 2012

SCOTT ALLEN

This term of appointment expires the 28th day of February 2015.