

December 8, 2008

Marysville City Council Meeting
7:00 p.m.

City Hall

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Committee Reports

Presentations

A. Waterfront Presentation. *

Audience Participation

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

1. Approval of November 24, 2008 City Council Meeting Minutes.
2. Approval of December 1, 2008 City Council Work Session Minutes. *

Consent

3. Approval of November 19, 2008 Claims in the Amount of \$678,562.76; Paid by Check No.'s 51619 through 51764 with Check No. 51533 Voided.
4. Approval of November 26, 2008 Claims in the Amount of \$321,472.25; Paid by Check No.'s 51765 through 51929 with Check No. 51377 and 51389 Voided.
20. Approval of December 3, 2008 Claims in the Amount of \$928,915.35; Paid by Check No.'s 51930 through 52021 with Check No. 51222 and 51836 Voided. *
5. Approval of November 20, 2008 Payroll in the Amount of \$718,596.82; Paid by Check No.'s 20644 through 20693.
6. Authorize the Mayor to Sign the Jacqueline Ridge Phase 2 – Final Plat Mylar.
7. Authorize the Mayor to Sign the Janie Vista – Final Plat Mylar.
8. Edward Springs 327 Zone Reservoir Project to Start the 45-Day Lien Filing Period.
9. Authorize the Mayor to Sign the Interlocal Agreement for Smokey Point Fiber Network between the City of Arlington and the City of Marysville. *
10. Authorize the Mayor to Sign the Intergovernmental Facilities Use Agreement with the United States Bankruptcy Court for the Western District of Washington.

****These items have been added or revised from the materials previously distributed in the packets for the December 1, 2008 Work Session.***

December 8, 2008

Marysville City Council Meeting
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11. Authorize the Mayor to Sign the Interagency Agreement between State of Washington Administrative Office of the Courts and the City of Marysville for Court Interpreter Reimbursement.
17. Authorize the Mayor to Sign the Interlocal Data Sharing Agreement between Washington State Department of Licensing and City of Marysville.
18. Authorize the Mayor to Sign the City Attorney Retainer Agreement Calendar Year 2009.

Review Bids

Public Hearings

New Business

12. A **Resolution** of the City of Marysville, Washington, Establishing a Parks and Recreation Department Fee Schedule and Repealing Resolution No. 2202.
13. A **Resolution** of the City of Marysville, Washington, Declaring Multiple Computers of Personal Property to be Surplus and Authorizing the Sale or Disposal Thereof.
14. An **Ordinance** of the City of Marysville, Washington, Amending MMC 14.07.005 General Fee Structure to Increase the Bank Return Item Fee from \$30 to \$40; and Providing for Severability.
15. An **Ordinance** of the City of Marysville, Washington Amending the 2008 Budget and providing for the increase of certain expenditure items as budgeted for in 2008 and Amending Ordinance No. 2723. *
16. An **Ordinance** of the City of Marysville, Washington, Increasing Water, Sewer, and Surface Water Utility Rates, Amending Sections 14.07.060, 14.07.070, and 14.19.050 of the Marysville Municipal Code as Allowed Under Section 14.07.075. *
19. Approval of the Application for American Checker Transportation, LLC to Operate a For-Hire Business in Marysville. *
22. An **Ordinance** of the City of Marysville Amending the NSF Fee for Fine Payments to Municipal Court and Amending Section 2.24.210 of the Marysville Municipal Code. *

Legal

21. Authorize the Mayor to Sign the Undi Real Estate Purchase & Sale Agreement. *

**These items have been added or revised from the materials previously distributed in the packets for the December 1, 2008 Work Session.*

**Marysville City Council Meeting
7:00 p.m.**

December 8, 2008

City Hall

Mayor's Business

Staff Business

Call on Councilmembers

Adjourn

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 Tracy Jeffries, Assistant Administrative Services Director, at (360) 363-8000 or 1-800-833-6384 (Voice Relay), 1-800-833-6388 (TDD Relay) two days prior to the meeting date if any special accommodations are needed for this meeting.

**These items have been added or revised from the materials previously distributed in the packets for the December 1, 2008 Work Session.*

Call to Order/Pledge of Allegiance/Roll Call	7:00 p.m.
Presentations	
Approval of Minutes	
Approval of November 10, 2008 City Council Meeting Minutes.	Approved
Approval of November 17, 2008 City Council Work Session Minutes.	Approved
Consent Agenda	
Approval of November 5, 2008 Claims in the Amount of \$1,016,233.82; Paid by Check No.'s 51296 through 51467 with Check No. 50696 Voided.	Approved
Approval of November 12, 2008 Claims in the Amount of \$1,582,346.18; Paid by Check No.'s 51468 through 51618 with Check No. 50653 Voided.	Approved
Authorize the Mayor to Accept the Cedar Crest Vista Pump Replacement Project to Start the 45-Day Lien Filing Period for Project Closeout.	Approved
Authorize the Mayor to Sign the Interlocal Agreement for Furnishing Equipment Maintenance/Repair Services with Snohomish County for the period of January 22, 2009 through December 31, 2009.	Approved
Authorize the Mayor to Sign the Professional Services Agreement – Amendment No. 1 with Makers, Inc. for the Civic Center Site Analysis.	Approved
Authorize the Mayor to Sign the Lease Agreement with Secure Alert, Inc. to Provide Monitoring Devices for Use in our Alternative to Sentencing Program.	Approved
Authorize the Mayor to Sign the Edward Springs Well 1 R Project – Change Order No. 3 with Gary Harper Construction, Inc. and Approve an Additional Expenditure on the Contract in the Amount of \$531.58 Including Washington State Sales Tax.	Approved
Review Bids	
Public Hearings	
New Business	
Adopt an Ordinance of the City of Marysville, Washington, Amending Ordinance No. 2569 and the Marysville Growth Management Comprehensive Plan by Approving the 2008 Staff Initiated Amendment Requests No. 1 & 2, Which Amend the Comprehensive Plan's Land Use Map Designations for Urban Growth Area Property in the 4300 Block of 113 th Pl. NE from Medium Density Single Family to Low Density Multiple Family and in the 5800 Block of 100 th Street NE from Recreation to High Density Single Family, Pursuant to the City's Annual Amendment and Update Process.	Approved Ord. No. 2752
Adopt an Ordinance of the City of Marysville, Affirming the Decision of the Hearing Examiner, Rezoning Approximately 3.02-Acres Abutting the Northern Boundary of Gissberg "Twin Lakes" Park from R-12 to Mixed Use, and Amending the Official Zoning Map of the City.	Approved Ord. No. 2753
Adopt an Ordinance of the City of Marysville, Washington, Amending the Marysville Growth Management Comprehensive Plan, Ordinance No. 2569, as Amended, by Adopting the 2008 City of Marysville Transportation Element as a Sub-Element of the Marysville Comprehensive Plan, Pursuant to the City's Annual Amendment and Update Process.	Approved Ord. No. 2754

<p>Adopt an Ordinance of the City of Marysville, Washington Amending the Marysville Growth Management Comprehensive Plan, the Official Zoning Map, Ordinance No. 2131 and 2569, as Amended, and Title 19 MMC, by Approving 2008 Citizen initiated Amendment Request No. 2 (Wakefield-Lakewood), Which Amends the Comprehensive Plan's Land Use Map Designation for Property Located North of 172nd Street NE (SR 531), West of 27th Avenue NE, Including Properties Located on Either Side of 25th Avenue NE, and Rezones Said Property, from General Commercial to Mixed Use, Pursuant to the City's Annual Amendment and Update Process.</p>	<p>Approved Ord. No. 2755</p>
<p>Approve the Second Amendment to 1995 Agreement between the City of Marysville and the Tulalip Tribes to Wheel Water.</p>	<p>Approved</p>
<p>Legal</p>	
<p>Mayor's Business</p>	
<p>Staff Business</p>	
<p>Call on Councilmembers</p>	
<p>Adjournment</p>	<p>7:40 p.m.</p>

COUNCIL MINUTES



Regular Meeting
November 24, 2008

Call to Order / Invocation / Pledge of Allegiance

Mayor Pro Tem Seibert called the November 24, 2008 meeting of the Marysville City Council to order at 7:00 p.m. at Marysville City Hall. The invocation was given by Pastor Jeff Moors from Turning Point Church. Mayor Pro Tem Seibert led those present in the Pledge of Allegiance.

Roll Call

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

Mary Swenson advised Council that Mayor Kendall was out of town on vacation.

Council: Mayor Pro tem Jeff Seibert, Councilmember Jon Nehring, Councilmember Lee Phillips, Councilmember Carmen Rasmussen, Councilmember John Soriano, Councilmember Jeff Vaughan and Councilmember Donna Wright

Absent: Mayor Dennis Kendall

Also Present: Community Development Director Gloria Hirashima, City Attorney Grant Weed, City Clerk Tracy Jeffries, Finance Director Sandy Langdon, Chief of Police Rick Smith, Chief Administrative Officer Mary Swenson, Recreation Director Jim Ballew, Public Works Director Kevin Nielsen, Senior Planner Chris Holland

Committee Reports

Councilmember Rasmussen attended the Parks and Recreation Board meeting on November 12th where they discussed the following:

- Walkability report done by Dan Burden.
- Gang Awareness public meeting and training event.
- Draft Fee Schedule with new recommendations for fees for parks.
- Opening of the Dog Park.
- Merrysville for the Holidays.
- 800 kids signed up for basketball.

- Impacts of Snohomish Health District funding cuts for Healthy Communities coordinator for Marysville.
- Parks staff trying to reduce costs as well as increase revenue.

Councilmember Rasmussen also reported on the Healthy Communities Leadership Team meeting on November 20. Dr. Goldbaum from the Snohomish Health District came and spoke about the reasons behind the funding cut of the Healthy Communities coordinator. There was agreement that the Marysville Healthy Communities project had achieved some level of sustainability. Assistance that is needed will be able to be given by some staff members that still remain at the Snohomish Health District. There is also some outside money coming in that will help fund some of the activities of Healthy Communities. Wednesday nights from 5 to 9 is Walking Wednesday at the high school.

Presentations

None

Audience Participation

None

Approval of Minutes

1. Approval of November 10, 2008 City Council Meeting Minutes.

Councilmember Wright abstained from voting as she was not present at the November 10 meeting.

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

2. Approval of November 17, 2008 City Council Work Session Minutes.

Motion made by Councilmember Nehring, seconded by Councilmember Soriano, to approve the minutes as presented. **Motion** passed 6-0.

Consent Agenda

Motion made by Councilmember Soriano, seconded by Councilmember Wright, to approve the following Consent Agenda items 3, 4, 7, 8, 9, 10, and 11:

3. Approval of November 5, 2008 Claims in the Amount of \$1,016,233.82; Paid by Check No.'s 51296 through 51467 with Check No. 50696 Voided.
4. Approval of November 12, 2008 Claims in the Amount of \$1,582,346.18; Paid by Check No.'s 51468 through 51618 with Check No. 50653 Voided.

7. Authorize the Mayor to Accept the Cedar Crest Vista Pump Replacement Project to Start the 45-Day Lien Filing Period for Project Closeout.
8. Authorize the Mayor to Sign the Interlocal Agreement for Furnishing Equipment Maintenance/Repair Services with Snohomish County for the period of January 22, 2009 through December 31, 2009.
9. Authorize the Mayor to Sign the Professional Services Agreement – Amendment No. 1 with Makers, Inc. for the Civic Center Site Analysis.
10. Authorize the Mayor to Sign the Lease Agreement with Secure Alert, Inc. to Provide Monitoring Devices for Use in our Alternative to Sentencing Program.
11. Authorize the Mayor to Sign the Edward Springs Well 1 R Project – Change Order No. 3 with Gary Harper Construction, Inc. and Approve an Additional Expenditure on the Contract in the Amount of \$531.58 Including Washington State Sales Tax.

Motion passed unanimously (6-0).

Review Bids

None.

Public Hearings

None.

New Business

12. An **Ordinance** of the City of Marysville, Washington, Amending Ordinance No. 2569 and the Marysville Growth Management Comprehensive Plan by Approving the 2008 Staff Initiated Amendment Requests No. 1 & 2, Which Amend the Comprehensive Plan's Land Use Map Designations for Urban Growth Area Property in the 4300 Block of 113th Pl. NE from Medium Density Single Family to Low Density Multiple Family and in the 5800 Block of 100th Street NE from Recreation to High Density Single Family, Pursuant to the City's Annual Amendment and Update Process.

Motion made by Councilmember Wright, seconded by Councilmember Rasmussen, to approve Ordinance #2752. **Motion** passed unanimously (6-0).

13. An **Ordinance** of the City of Marysville, Affirming the Decision of the Hearing Examiner, Rezoning Approximately 3.02-Acres Abutting the Northern Boundary of Gissberg "Twin Lakes" Park from R-12 to Mixed Use, and Amending the Official Zoning Map of the City.

Motion made by Councilmember Rasmussen, seconded by Councilmember Nehring, to approve Ordinance #2753. **Motion** passed unanimously (6-0).

14. An **Ordinance** of the City of Marysville, Washington, Amending the Marysville Growth Management Comprehensive Plan, Ordinance No. 2569, as Amended, by Adopting the 2008 City of Marysville Transportation Element as a Sub-Element of the Marysville Comprehensive Plan, Pursuant to the City's Annual Amendment and Update Process.

Senior Planner Chris Holland commented that if this was approved the effective date of the Transportation Element would be January 1, 2009.

Motion made by Councilmember Nehring, seconded by Councilmember Wright, to approve Ordinance #2754. **Motion** passed unanimously (6-0).

15. An **Ordinance** of the City of Marysville, Washington Amending the Marysville Growth Management Comprehensive Plan, the Official Zoning Map, Ordinance No. 2131 and 2569, as Amended, and Title 19 MMC, by Approving 2008 Citizen initiated Amendment Request No. 2 (Wakefield-Lakewood), Which Amends the Comprehensive Plan's Land Use Map Designation for Property Located North of 172nd Street NE (SR 531), West of 27th Avenue NE, Including Properties Located on Either Side of 25th Avenue NE, and Rezones Said Property, from General Commercial to Mixed Use, Pursuant to the City's Annual Amendment and Update Process.

Motion made by Councilmember Wright seconded by Councilmember Rasmussen, to approve Ordinance #2755. **Motion** passed unanimously (6-0).

16. Second Amendment to 1995 Agreement between the City of Marysville and the Tulalip Tribes to Wheel Water.

Motion made by Councilmember Rasmussen, seconded by Councilmember Soriano, to approve the Second Amendment to the 1995 Agreement between the City of Marysville and the Tulalip Tribes to Wheel Water. **Motion** passed unanimously (6-0).

Legal

Mayor's Business

Mayor Pro tem Seibert thanked staff for the work on the Comprehensive Plan Traffic Element. He also commended the street crew for the expedient job of striping 80th Street.

Staff Business

Jim Ballew:

- New banners have been installed on 116th.
- 31 kids participated in the Turkey Chase Fun Run.
- He discussed funding options for Healthy Communities.
- Wished the Council a Happy Thanksgiving

Chief Smith:

- Chiefs and Sheriff's meeting was held on Monday. They found out that there will be some serious cutbacks.
- No need for the Public Safety meeting on Wednesday.

Kevin Nielsen:

- Striping on Grove Street getting finalized.
- Doing many infield storm fixes from the rains.
- 88th roundabout preliminary study shows it will work at a Level of Service B. They will be doing a preliminary design so staff can meet with Burlington Northern. The preliminary design will be distributed to Council when it is completed.
- Preliminary numbers on the RID for the 156th overcrossing on the preliminary survey show about 70% in favor.
- Cedar will be getting restriped to three lanes.
- Thanks to Jim Ballew for the lights and Tom King for fixing electrical outlets that were vandalized.
- Wished Council a Happy Thanksgiving

Grant Weed informed Council on the timeline for removing political signs and stated that there was no need for an Executive Session tonight.

Mary Swenson:

- She and Gloria Hirashima met with Laura Lacy to talk about concerns in the Whiskey Ridge area. Some of the issues addressed were the assessed value in that area, the challenge of getting utilities up there, and the possibility of an LID in that area.
- Have extended offers that have been accepted to two prosecutors. They will be starting December 8.
- She attended the Tulalip event on Saturday. It was a very nice event.
- Wished Council a Happy Thanksgiving.

Sandy Langdon

- Wished Council a Happy Thanksgiving

Gloria Hirashima

- She noted that they also discussed the issues of impact fees and housing with Master Builders. There has been a discussion scheduled with the Planning Commission to review the impact fees and the most recent housing profile.
- Wished Council a Happy Thanksgiving.

Call on Councilmembers

Jeff Vaughan wished everyone a Happy Thanksgiving.

Donna Wright:

- The Tulalip event on Saturday was a very nice event.
- She is very proud of the City's involvement in Healthy Communities.
- Fire Station 66 on 83rd is being operated at this time.
- Wished everyone a Happy Thanksgiving.

Jon Nehring

- Thanked Grant Weed for the information on the political signs.
- Thanked Kevin Nielsen for the streets information.
- Wished everyone a Happy Thanksgiving

John Soriano:

- Commented on the disappointment that the Healthy Communities position was being cut, but noted that the momentum would help it to keep going.
- Wished everyone a Happy Thanksgiving.

Lee Phillips wished everyone a Happy Thanksgiving.

Carmen Rasmussen

- Tulalip event was very impressive. It's great to see how many people participate in doing good deeds for the community.
- She expressed appreciation to Mary Swenson and Gloria Hirashima for being proactive with communications with Master Builders.
- She commended Tracy Jeffries for her professional and friendly representation of the City.

Adjournment

Seeing no further business, Mayor Pro tem Seibert adjourned the meeting at 7:40 p.m.

Approved this _____ day of _____, 2008.

Mayor
Dennis Kendall

Asst. Admin. Svcs. Director
Tracy Jeffries

COUNCIL



MINUTES

Work Session
December 1, 2008

Call to Order / Invocation / Pledge of Allegiance

Mayor Kendall called the December 1, 2008 work session of the Marysville City Council to order at 7:00 p.m. at Marysville City Hall and led those present in the Pledge of Allegiance.

Roll Call

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

Mary Swenson advised Council that Mayor Kendall was out of town on vacation.

Council: Jeff Seibert, Councilmember Jon Nehring, Councilmember Lee Phillips, Councilmember Carmen Rasmussen, Councilmember John Soriano, Councilmember Jeff Vaughan and Councilmember Donna Wright

Absent: None

Also Present: Chief Administrative Officer Mary Swenson, Finance Director Sandy Langdon, Chief of Police Rick Smith, Public Works Director Kevin Nielsen, City Attorney Grant Weed, Community Information Officer Doug Buell, Information Services Manager Worth Norton, Parks & Recreation Services Manager Tara Mizell, Engineering Services Manager Shawn Smith, Court Administrator Suzanne Elsner, Recording Secretary Laurie Hugdahl

Committee Reports

None

Presentations

1. New Employees

City Attorney Grant Weed introduced three new members of the City Attorney's office prosecution team – attorneys Jennifer Millet and Al Treacy and Administrative Assistant Josie Pendergast.

2. Greater Marysville Tulalip Chamber of Commerce Centennial Week

Mayor Kendall presented a proclamation to Deb Lowry Johnson and Caldie Rogers in honor of the celebration of the 100th Anniversary of the Greater Marysville Tulalip Centennial. The proclamation declared the week of November 30-Dec 6 as Greater Marysville Tulalip Chamber of Commerce Centennial Week. Additionally, Mayor Kendall presented them with a proclamation from Governor Gregoire declaring the same.

Discussion Items

Approval of Minutes

1. Approval of November 24, 2008 City Council Meeting Minutes.
2. Approval of December 1, 2008 City Council Work Session Minutes.

Consent

3. Approval of November 19, 2008 Claims in the Amount of \$678,562.76; Paid by Check No.'s 51619 through 51764 with Check No. 51533 Voided.
4. Approval of November 26, 2008 Claims in the Amount of \$321,472.25; Paid by Check No.'s 51765 through 51929 with Check No. 51377 and 51389 Voided.
5. Approval of November 20, 2008 Payroll in the Amount of \$718,596.82; Paid by Check No.'s 20644 through 20693.

Review Bids

Public Hearings

New Business

6. Jacqueline Ridge Phase 2 – Final Plat Mylar.

Engineering Services Manager Shawn Smith reviewed this item. There were no questions.

7. Janie Vista – Final Plat Mylar.

Mr. Smith stated that this item is totally complete.

8. Edward Springs 327 Zone Reservoir Project to Start the 45-Day Lien Filing Period.

Director Nielsen reviewed the function of the Edward Springs 327 Reservoir. He stated that the project is done and recommended acceptance of the project and to start the 45-day lien filing period.

9. Interlocal Agreement for Smokey Point Fiber Network between the City of Arlington and the City of Marysville.

Councilmember Seibert asked about a dollar amount. Worth Norton explained that this is just for the right-of-way, but there is budget for the materials which will come later.

10. Intergovernmental Facilities Use Agreement with the United States Bankruptcy Court for the Western District of Washington.

Courts Administrator Suzanne Elsner reviewed this item.

11. Interagency Agreement between State of Washington Administrative Office of the Courts and Snohomish County the City of Marysville for Court Interpreter Reimbursement.

Ms. Elsner reviewed the requirement to prepare a language assistance plan.

12. A Resolution of the City of Marysville, Washington, Establishing a Parks and Recreation Department Fee Schedule and Repealing Resolution No. 2202.

Tara Mizell explained the revisions.

Councilmember Seibert, referred to the 3rd block down on the first page. He asked if those classes would be deleted. Ms. Mizell explained that the classes are contracted with instructors and are just not listed here.

Councilmember Nehring asked about the concessionaires fees. Ms. Mizell explained that this hasn't been used for a couple years, but is being left in there anyway.

Councilmember Nehring asked if the rates for tournaments were competitive rates. Ms. Mizell replied that the rates are the same as they have been and that they are competitive.

Councilmember Nehring asked why summer day camps had gone up substantially. Ms. Mizell explained that these have not been adjusted at all for the last three years.

13. A **Resolution** of the City of Marysville, Washington, Declaring Multiple Computers of Personal Property to be Surplus and Authorizing the Sale or Disposal Thereof.

Worth Norton explained that these are budgeted for replacement.

14. An **Ordinance** of the City of Marysville, Washington, Amending MMC 14.07.005 General Fee Structure to Increase the Bank Return Item Fee from \$30 to \$40; and Providing for Severability.

Sandy Langdon explained that the bank is increasing its fees and so they are amending the code to pass this along to those responsible.

15. An **Ordinance** of the City of Marysville, Washington Amending the 2008 Budget and providing for the increase of certain expenditure items as budgeted for in 2008 and Amending Ordinance No. 2723.

Sandy Langdon stated that this is the only amendment they have this year. All of these have already been approved by Council. This just gives the authority to amend the budget.

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

Director Nielsen stated that this is the 2% annual increase. Surface water did not have a 2% increase last year as had been scheduled so staff is recommending a 4% increase this year. There was discussion about revenues which are currently down.

Councilmember Nehring asked about lobbying efforts as a result of numerous unfunded mandates. CAO Swenson explained the various ways that cities are uniting to respond to this situation.

Sandy Langdon explained that a 2% increase to surface water would result in a 16 cent increase for the average resident. A 4% increase would be approximately 32 cents. There was unanimous consent to go to a 4% increase this year only with a 2% annual increase thereafter. Kevin Nielsen discussed changes they are anticipating to the way surface water is handled. He also discussed the benefit of Council's adoption of the stringent storm water regulations several years ago. He believes there is a direct correlation between this and the minimal flooding in Marysville even with the tremendous storm events, as opposed to the surrounding areas.

17. Interlocal Data Sharing Agreement between Washington State Department of Licensing and City of Marysville.

Sandy Langdon explained that items of concern have been addressed. Grant Weed added that this would extend the agreement for a period of five years.

Legal

18. City Attorney Retainer Agreement Calendar Year 2009.

Grant Weed stated that the only thing that has changed is the effective dates. Rates will remain the same.

Councilmember Nehring expressed appreciation for Mr. Weed's services.

Mayor Kendall explained that there will be another item on the agenda next week regarding a new for-hire business.

Mayor's Business

Mayor Kendall:

- Strawberry fields for Rover ribbon-cutting will be held on Saturday.
- Next Saturday night is the Merrysville for the Holidays parade at 6:30.
- Staff had a meeting with Tribes this afternoon. They were very pleased with Black Friday.
- He and Mary Swenson presented Senator Murray with stimulus package information. They will be meeting with her and Representative Rick Larsen on Wednesday.

Staff Business

Suzi Elsner discussed moving toward electronic ticketing at the beginning of next year.

Tara Mizell:

- Parks and Recreation staff will be attending a conference next week
- Basketball signups continue next week
- Lilly's Legacy – they are trying to get 250 toys by next Friday.

Worth Norton commented that he would be in Detroit looking at new RMS system for the police department.

Doug Buell:

- Our Town section in *The Herald* should have a good piece on the 25th Merrysville for the Holidays.
- The Mayor's State of the City address coming soon.

Kevin Nielsen:

- He distributed maps and reviewed lighting improvements. Funding for this is in the existing 2008 budget. Councilmember Seibert asked about coordinating this with dark areas that get hit with graffiti. Director Nielsen indicated they could look into that.
- He then reviewed new channelization plan for 27th Avenue NE. He commended John Tatum for the plan. He noted that they are also negotiating now to get the right of way so they can do additional lanes on 27th.
- Councilmember Soriano asked about discouraging u-turns on 172nd turning south. Director Nielsen explained that they got permission for them to do the u-

turns because the channelization blocked off some of the businesses. Councilmember Vaughan added that part of the problem is that people are turning right on a red arrow. He suggested that it might be a signage problem. Staff indicated they would look into this issue.

Chief Smith:

- They can do a pin map for the graffiti with an overlay of the lighting issues. This is a great idea.
- New custody officer started today.
- Went with Chief Corn to the fire station on Monday to look at the new fire station.
- Lateral testing on Thursday. Their entry level list has some good candidates. They are also looking forward to seeing what kind of laterals they get.
- Public Safety meeting will be moved to January.
- He alerted everyone to wear their seatbelts appropriately.

Sandy Langdon had no comments.

Grant Weed:

- The City's new program to bring the prosecutor's office in-house is very advantageous to the City. He thanked Suzi Elsner for the help that she has given them to get moving forward.
- He discussed the need for a ten-minute executive session on two real property acquisition items with no action and one brief personnel update.

Mary Swenson stated that they are working hard on the stimulus package and trying to position Marysville in many different areas.

Call on Councilmembers

Jon Nehring:

- He commented on the County court direction which has an impact on the jails and asked if the City would need to look at amending its contracts with other cities. CAO Mary Swenson indicated that they are taking a look at the whole process. Suzi Elsner added that the hiring of the new prosecutors will probably reduce the jail population. Mayor Kendall noted that he is involved with legislation to change the level of the charge.
- Councilmember Nehring asked if the Parks Department has any type of ongoing scholarship fund for people who wish to donate. Tara Mizell indicated that they are planning to look at a foundation.

Donna Wright said she had been contacted by Nathan Olson, an Everett Community College student, who is interested in renaming Highway 529 between Everett and Marysville as the Veterans Memorial Highway. Mayor Kendall and Director Nielsen both thought that this was for Highway 527 in Bothell. They indicated that staff would look into it.

Carmen Rasmussen had no comments.

Jeff Vaughan wished everyone happy Cyber Monday.

Lee Phillips had no comments.

John Soriano stated that there is no longer a charge for disposal of old style monitors as of January 1.

Jeff Seibert:

- He commented that this is actually a take-it back program with sites at places like Best Buy and Staples.
- He noted that Black Friday and Saturday traffic was bad.
- He appreciates Mayor Kendall being back.

Adjournment

Mayor Kendall recessed at 8:27 into Executive Session which was scheduled to begin at 8:35 p.m.

Executive Session

- A. Litigation
- B. Personnel – 1 item (employee qualifications) was discussed with no action taken.
- C. Real Estate – 2 items (update real estate purchase acquisition and right-of-way) was discussed with no action taken.

Adjournment

Seeing no further business, Mayor Kendall adjourned the meeting at 8:44 p.m.

Approved this _____ day of _____, 2008.

Mayor
Dennis Kendall

Asst. Admin. Svcs. Director
Tracy Jeffries

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: Dec 8, 2008

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

Please see attached.

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the November 19, 2008 claims in the amount of \$678,562.76 paid by Check No.'s 51619 through 51764 with Check No. 51533 voided.

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-11

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$678,562.76 PAID BY CHECK NO.'S 51619 THROUGH 51764 WITH CHECK NUMBER 51533 VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.



AUDITING OFFICER

11/24/08

DATE

MAYOR

DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **19th DAY OF NOVEMBER 2008.**

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 11/13/2008 TO 11/19/2008

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
51619	WASHINGTON STATE DEPARTMENT OF	SALES & USE TAXES OCT 08	001.231700.	444.21
	WASHINGTON STATE DEPARTMENT OF		00101130.549000.	0.62
	WASHINGTON STATE DEPARTMENT OF		00102020.549000.	25.12
	WASHINGTON STATE DEPARTMENT OF		00103010.549000.	35.89
	WASHINGTON STATE DEPARTMENT OF		101.231700.	20.74
	WASHINGTON STATE DEPARTMENT OF		104.231700.	160.06
	WASHINGTON STATE DEPARTMENT OF		401.231700.	823.06
	WASHINGTON STATE DEPARTMENT OF		40143410.553000.	44,337.40
	WASHINGTON STATE DEPARTMENT OF		40145040.553000.	3,553.44
	WASHINGTON STATE DEPARTMENT OF		41046060.553000.	16,603.79
	WASHINGTON STATE DEPARTMENT OF		420.231710.	5,812.70
	WASHINGTON STATE DEPARTMENT OF		42047267.553000.	339.52
	WASHINGTON STATE DEPARTMENT OF		501.231700.	142.65
	WASHINGTON STATE DEPARTMENT OF		503.231700.	38.85
51620	ADVANTAGE BUILDING SERVICES	JENNINGS BARN WAX	00105380.541000.	285.00
51621	AUTOMATIC FUNDS TRANSFER SERVICES	WEB PAYMENT SRVCS-OCT 2008	00143523.541000.	517.25
	AUTOMATIC FUNDS TRANSFER SERVICES	WEB PAYMENT SRVCS-SEPT 2008	00143523.541000.	783.75
	AUTOMATIC FUNDS TRANSFER SERVICES	REMITTANCE PROCESSING-OCT 08	00143523.541000.	1,006.02
	AUTOMATIC FUNDS TRANSFER SERVICES	BILL PRINTING SRVCS-OCT 2008	00143523.541000.	7,888.20
51622	ALFYS PIZZA	HEATHLY COMM PURCHASE	00105090.531000.0811	79.67
	ALFYS PIZZA	BASKETBALL DRAFT PIZZA	00105120.531040.	62.84
51623	SUZANNE ALONGI	REFUND CLASS FEES	00110347.376007.	61.00
51624	ARAMARK UNIFORM SERVICES	MAT CLEANING-WWTP	40142480.541000.	10.97
	ARAMARK UNIFORM SERVICES	MAT CLEANING-MEZZANINE	40143780.549000.	16.44
	ARAMARK UNIFORM SERVICES		40143780.549000.	25.77
	ARAMARK UNIFORM SERVICES	MECHANICS UNIFORM	42047165.526000.	20.15
	ARAMARK UNIFORM SERVICES		42047165.526000.	20.15
	ARAMARK UNIFORM SERVICES	UNIFORM CLEANING	50100065.526000.	61.38
51625	CITY OF ARLINGTON	ARL CHRISTIAN SCHOOL-28,700 G	40140080.533000.	57.97
51626	KENT BAKER	INSTRUCTOR SERVICES	00105120.541020.	780.00
51627	JAMES B BALLEW	REIMBURSE HOLIDAY SUPPLIES	00105090.531000.0811	137.03
	JAMES B BALLEW		00105090.531280.	21.66
51628	BRIM TRACTOR COMPANY, INC.	BLADES FOR MOWERS	10110770.548000.	195.35
51629	BRINKS INC	ARMORED TRUCK SERVICES	00100050.541000.	289.34
	BRINKS INC		00102020.541000.	148.33
	BRINKS INC		00103010.541000.	289.33
	BRINKS INC		00143523.541000.	289.34
	BRINKS INC		40143410.541000.	148.33
	BRINKS INC		42047061.541000.	136.33
51630	BROWN, JAMES A	UB 986028000001 6028 50TH ST N	410.122100.	22.80
51631	BUILDERS EXCHANGE	PUBLISH PROJECT ONLINE	40220594.563000.W0808	103.00
51632	CAPTAIN DIZZYS EXXON	CAR WASH-POLICE	00103222.548000.	58.50
	CAPTAIN DIZZYS EXXON		00104230.548000.	9.00
	CAPTAIN DIZZYS EXXON	CAR WASH-BALLEW	00105380.531000.	4.50
	CAPTAIN DIZZYS EXXON	CAR WASH-DAY	00105380.531000.	4.50
51633	CARMEUSE INDUSTRIAL SANDS	SILICA SAND	401.231700.	-773.48
	CARMEUSE INDUSTRIAL SANDS		40142480.548000.	9,873.17
51634	CARR'S ACE HARDWARE	TIRE PUMP, GAUGE	40141580.535000.	15.17
	CARR'S ACE HARDWARE	SELF TAPPING SCREWS	40142480.548000.	17.35
	CARR'S ACE HARDWARE	PRIMER,BRUSHES,CONTAINERS	40142480.548000.	38.49
51635	VICKI CARVER	INSTRUCTOR SERVICES	00105120.541020.	249.90
	VICKI CARVER		00105120.541020.	333.20
51636	CASCADE COLUMBIA	SODIUM HYPOCHLORITE W/DEPOSIT	40140780.531001.	132.23
	CASCADE COLUMBIA	CAUSTIC SODA	40141580.531320.	305.83
51637	CASCADE MUSIC	MICRO PHONE STAND	00105120.531000.	52.04
51638	CBI SERVICES, INC	PAY ESTIMATE # 10	40220594.563000.W0504	20,218.76
51639	SUSAN CEDERHOLM	REFUND DEPOSIT FOR RENTAL	001.239100.	58.00

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51640	CH2M HILL INC.	PAY ESTIMATE # 11	40142480.548000.M0741	2,595.57
51641	SMOKEY POINT AREA CHAMBER OF	LUNCH MEETING-BUELL, D	00100720.549000.	15.00
51642	CLEAR CHANNEL BROADCASTING, INC	ONLINE ADVERTISEMENT	42047267.544000.	250.00
	CLEAR CHANNEL BROADCASTING, INC		42047267.544000.	600.00
51643	CLERK OF THE SNO COUNTY SUPERIOR COI	MEMO/RE # 05-2-12948-2 PYMNT	10111561.548000.M0507	18,780.38
51644	PETER COLLERAN	REIMBURSE VINYL PURCHASE	42047165.548000.	27.82
51645	COMCAST	ACCT #8498310020001355-KBSCC	00105250.547000.	47.21
	COMCAST	PRO SHOP CABLE TV	42047267.549000.	89.53
51646	CO-OP SUPPLY	JANITORIAL SUPPLIES	42047165.531700.	32.53
	CO-OP SUPPLY	MOLE CONTROLS	42047165.535000.	56.38
51647	WA DEPT OF CORRECTIONS	WORK CREW OCT 2008	00105380.549000.	1,192.94
51648	DAHL ELECTRIC INC	PAY ESTIMATE # 1	40142280.548000.M0840	18,728.19
51649	DATABASE SECURE RECORDS DESTRUCTIO	MONTHLY SHREDDING SERVICE	00100110.549000.	8.50
	DATABASE SECURE RECORDS DESTRUCTIO		00100310.531000.	8.50
	DATABASE SECURE RECORDS DESTRUCTIO		00101023.541000.	8.50
	DATABASE SECURE RECORDS DESTRUCTIO		00101130.531000.	8.50
	DATABASE SECURE RECORDS DESTRUCTIO		00103010.541000.	21.50
	DATABASE SECURE RECORDS DESTRUCTIO		00103121.541000.	20.00
	DATABASE SECURE RECORDS DESTRUCTIO		00103222.541000.	20.00
	DATABASE SECURE RECORDS DESTRUCTIO		00104190.531000.	20.00
	DATABASE SECURE RECORDS DESTRUCTIO		00105380.531000.	8.50
51650	DAWSON LANE RCI GROUP INC	UB 055515890000 5515 89TH PL N	401.122110.	25.00
51651	DELL MARKETING LP	COURT FTR REPLACEMENT	50300090.535000.	1,413.56
	DELL MARKETING LP	DATABASE SRVR EXTENDED SRVC	50300090.542000.	2,256.06
51652	DEX MEDIA INC	YELLOW PAGE ADS	42047267.544000.	77.00
51653	DICKS TOWING INC	TOWING EXPENSE-MPD08-6090	00103222.541000.	43.44
	DICKS TOWING INC	TOWING EXPENSE-MPD08-6128	00103222.541000.	43.44
	DICKS TOWING INC	TOWING EXPENSE-P119 TO SHOP	00103222.541000.	70.59
51654	DIJULIO DISPLAYS INC	LIGHTS FOR WATER TOWER	00105090.531280.	900.00
	DIJULIO DISPLAYS INC		00105120.531000.	351.18
51655	E&E LUMBER INC	REFLECTIVE TAPE	00105380.531000.	17.85
	E&E LUMBER INC	SAW BLADE,FASTENERS	00105380.531000.	17.89
	E&E LUMBER INC	LATTICE,CABLE TIES	00105380.531000.	37.75
	E&E LUMBER INC	FABRIC PINS, VISQUEEN	00105380.531000.	42.03
	E&E LUMBER INC	PRIMER,SEALER,PAINTS,DISCS	00105380.531000.	55.06
	E&E LUMBER INC	FIBERGLASS REPAIR,SPREADER KIT	00105380.531000.	62.14
	E&E LUMBER INC	PAINT,CORNER IRON,WHITEWOOD	00105380.531000.	78.89
	E&E LUMBER INC	TRIM LUMBER,FASTENERS,NUT SET	00105380.531000.	172.44
	E&E LUMBER INC	TAPE,PAINT,PAINT BRUSH	31000076.563000.P0705	78.04
	E&E LUMBER INC	UTILITY KNIFE, BLADES	40143780.531000.	37.73
51656	EAGLE FENCE CONSTRUCTION INC	FENCING METERIAL	00105380.549000.	1,719.73
51657	SUZANNE ELSNER	REIMBURSE MILEAGE/LODGING	00100050.543000.	294.26
51658	WA ENVIRONMENTAL TRAINING CENTER	WETRC TRAINING-SKYTA	40143410.549030.	185.00
	WA ENVIRONMENTAL TRAINING CENTER	WETRC TRAINING-ZAHNOW	40143410.549030.	185.00
51659	MYRIAM ESCALANTE	REFUND DEPOSIT FOR RENTAL	001.239100.	58.00
51660	THE DAILY HERALD COMPANY	AD-KBSCC RENTAL INFO	00105250.544000.	434.67
51661	CITY OF EVERETT	PROGRESS BILLING # 3	30500030.563000.R0603	2,814.31
	CITY OF EVERETT	LAB ANALYSIS	40145040.553100.	144.00
51662	FLINT TRADING INC	TORCH DOWN SYMBOLS	10110564.531000.	1,972.27
51663	GENERAL CHEMICAL CORP	ALUMINUM SULFATE 11.625 DRYTON	40142480.531320.	4,064.96
51664	GOVERNMENT FINANCE OFFICERS ASSOC	REFERENCE BOOK-CAPITAL ASSETS	001.231700.	-3.66
	GOVERNMENT FINANCE OFFICERS ASSOC		00101023.549000.	46.66
51665	GRANITE NW INC	CSS-1 TACK 103.12 GAL	10110130.549200.M0803	503.95
	GRANITE NW INC	CLASS A/B ASPHALT 161.04 TONS	10110130.549200.M0803	14,096.09
	GRANITE NW INC	CLASS A/B ASPHALT 212.84 TONS	10110130.549200.M0803	18,630.22
	GRANITE NW INC	CLASS B FINE ASPHALT 15.16 TON	40145040.548000.M0519	1,346.74
	GRANITE NW INC	CLASS A/B ASPHALT 12.33 TONS	40230594.563000.S0102	999.69

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51666	GRAY AND OSBORNE	PAY ESTIMATE # 27	40220594.563000.W0504	6,845.90
51667	HALSTROM & ASSOCIATES, INC.	11/08 LOBBYIST RETAINER FEE	40143410.541000.	2,080.00
51668	KEVIN HAMMOND	TRAINING FACILITY USE-3RD QTR	00103222.545000.	900.00
51669	HARRIS & ASSOCIATES	PAY ESTIMATE # 5	30500030.563000.R0301	99,832.74
51670	HAWTHORN INN & SUITES	BANQUET RENTAL, REFRESHMENTS	00100060.549000.	4,035.36
51671	HD FOWLER COMPANY	PVC DRAIN PIPE	31000076.563000.P0705	14.32
	HD FOWLER COMPANY	RETURN QUICK JNT COUPLINGS	40140580.531000.	-175.25
	HD FOWLER COMPANY	METER BOX, LID	40140580.531000.	142.41
	HD FOWLER COMPANY	QUICK JNT COUPLINGS	40140580.531000.	175.25
51672	HDR ENGINEERING, INC.	PAY ESTIMATE # 18	40143410.541000.W0704	5,136.03
51673	HORIZON FORD	OIL PAN, GASKET	50100065.534000.	619.05
51674	ICOMPASS	MEETING MANAGEMENT SOLUTION	00100011.564000.	5,000.00
51675	IIMC	ANNUAL MEMBERSHIP FEE	00101130.549000.	150.00
51676	INDUSTRIAL SUPPLY INC	OIL ABSORB PADS, FLOOR DRY	50100065.531000.	155.64
51677	DEPT OF INFORMATION SERVICES	TELECOMMUNICATION SERVICES	00104190.551000.	723.71
51678	INTEGRA TELECOM	LOCAL & LD CHARGES	00100020.542000.	191.30
	INTEGRA TELECOM		00100050.542000.	169.80
	INTEGRA TELECOM		00100110.542000.	69.39
	INTEGRA TELECOM		00100310.542000.	77.74
	INTEGRA TELECOM		00100720.542000.	12.66
	INTEGRA TELECOM		00101023.542000.	74.92
	INTEGRA TELECOM		00101130.542000.	41.78
	INTEGRA TELECOM		00102020.542000.	368.31
	INTEGRA TELECOM		00103010.542000.	99.31
	INTEGRA TELECOM		00103121.542000.	108.98
	INTEGRA TELECOM		00103222.542000.	440.88
	INTEGRA TELECOM		00103528.542000.	21.83
	INTEGRA TELECOM		00103630.542000.	10.88
	INTEGRA TELECOM		00103960.542000.	128.66
	INTEGRA TELECOM		00104190.542000.	176.14
	INTEGRA TELECOM		00104230.542000.	22.93
	INTEGRA TELECOM		00105120.542000.	134.27
	INTEGRA TELECOM		00105250.542000.	28.30
	INTEGRA TELECOM		00143523.542000.	87.16
	INTEGRA TELECOM		10111230.542000.	90.06
	INTEGRA TELECOM		40142480.542000.	102.01
	INTEGRA TELECOM		40143410.542000.	263.69
	INTEGRA TELECOM		41046170.542000.	10.77
	INTEGRA TELECOM		42047061.542000.	49.90
	INTEGRA TELECOM		50100065.542000.	26.14
	INTEGRA TELECOM		50148058.542000.	26.42
	INTEGRA TELECOM		50200050.542000.	21.68
	INTEGRA TELECOM		50300090.542000.	98.57
51679	ISS-WONDERWARE	TRAINING-ALDERMAN	40143410.549020.	2,350.00
51680	JONES, MIKE	UB 620470000000 4131 104TH ST	401.122110.	60.17
51681	CHERYL KAHLE	REFUND DEPOSIT FOR RENTAL	001.239100.	58.00
51682	JACKIE KELLY	REFUND CLASS FEES	00110347.376007.	61.00
	JACKIE KELLY	REFUND DEPOSIT FOR RENTAL	00110347.376014.	98.00
51683	KENWORTH NORTHWEST INC	BRAKE SPRING	50100065.534000.	132.43
	KENWORTH NORTHWEST INC	SLACK ADJUSTER	50100065.534000.	153.63
	KENWORTH NORTHWEST INC	SLACK ADJUSTER PIN	50100065.534000.	157.45
51684	KIDZ LOVE SOCCER INC	INSTRUCTOR SERVICES	00105120.541020.	3,642.00
51685	KING, NATHAN & SERRA	UB 452160900000 5818 139TH PL	401.122110.	102.13
51686	LAB SAFETY SUPPLY INC	(6) EYEWEAR	401.231700.	-4.41
	LAB SAFETY SUPPLY INC		40142280.531000.	56.34
51687	LAB/COR, INC.	EPA METHOD 1623 WATER	40140380.541000.	405.00
51688	ALLEN LAWTON	REFUND CLASS FEES	00110347.376007.	55.00

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51689	LES SCHWAB TIRE CENTER	(2) TIRES	501.141100.	355.79
51690	DEPT OF LICENSING	BLUNCK, ALLEN (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	IRVIN, MICHELLE (RENEWAL)	001.237020.	18.00
	DEPT OF LICENSING	MOORHOUSE, DONALD (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	STRINGER, JAMES (ORIGINAL)	001.237020.	18.00
51691	LINKS TURF SUPPLY INC	BUNKER RAKES	42047165.535000.	68.74
	LINKS TURF SUPPLY INC	ROPE	42047165.549000.	107.88
51692	MARYSVILLE PRINTING	BUSINESS CARDS	00100110.549000.	65.05
	MARYSVILLE PRINTING		00100110.549000.	317.12
	MARYSVILLE PRINTING		00100310.549000.	65.05
	MARYSVILLE PRINTING		00100310.549000.	195.12
	MARYSVILLE PRINTING		00100720.549000.	105.70
	MARYSVILLE PRINTING		00100720.549000.	195.13
	MARYSVILLE PRINTING		50300090.549000.	130.11
51693	MARYSVILLE SCHOOL DISTRICT #25	FACILITY USAGE FEES	00105120.531091.	327.35
51694	CITY OF MARYSVILLE	WTR/SWR/GRB @ 1015 STATE	00101250.547000.	547.70
	CITY OF MARYSVILLE	FIRELINE @ 1049 STATE AVE	00103530.547000.	60.20
	CITY OF MARYSVILLE	WATER @ 1049 STATE (IRR)	00103530.547000.	84.00
	CITY OF MARYSVILLE	WTR/SWR/GRB @ 1049 STATE	00103530.547000.	830.16
	CITY OF MARYSVILLE	WTR/SWR/GRB @ 514 DELTA	00105250.547000.	475.70
	CITY OF MARYSVILLE	WATER @ 3RD AND STATE	00105380.547000.	23.70
	CITY OF MARYSVILLE	WATER @ 1050 COLUMBIA	00105380.547000.	31.20
	CITY OF MARYSVILLE	WATER @ 4TH & 1-5	00105380.547000.	46.30
	CITY OF MARYSVILLE	WATER @ 6TH & STATE AVE (IRR)	00105380.547000.	84.00
	CITY OF MARYSVILLE	WATER @ TUSC RIDGE IRR	00105380.547000.	84.00
	CITY OF MARYSVILLE	WTR/SWR @ 1050 COLUMBIA	00105380.547000.	96.30
	CITY OF MARYSVILLE	WTR/SWR @ 514 DELTA RESTROOM	00105380.547000.	99.00
	CITY OF MARYSVILLE	WATER @ 1ST AND STATE (IRR)	00105380.547000.	466.20
	CITY OF MARYSVILLE	GARBAGE @ 80 COLUMBIA	10110130.547000.	444.00
	CITY OF MARYSVILLE	WATER @ 80 COLUMBIA	40142480.547000.	1,139.00
	CITY OF MARYSVILLE	WTR/SWR/GRB @ 80 COLUMBIA	40142480.547000.	1,543.90
	CITY OF MARYSVILLE	WTR/SWR @ 80 COLUMBIA	40143780.547000.	149.10
	CITY OF MARYSVILLE	WTR/SWR/GRB @ 80 COLUMBIA	40143780.547000.	937.50
	CITY OF MARYSVILLE	WTR/SWR/GRB @ 6802 84TH ST NE	42047267.547000.	363.70
	CITY OF MARYSVILLE	GARBAGE @ 80 COLUMBIA	50100065.547000.	580.00
51695	SALLY MAYER	REFUND DEPOSIT FOR RENTAL	001.239100.	58.00
51696	MCCAIN TRAFFIC SUPPLY	RETURN DEMO TRAFFIC CONT	10111864.548000.	-2,986.50
	MCCAIN TRAFFIC SUPPLY	DEMO TRAFFIC CONTROLLER	10111864.548000.	2,986.50
	MCCAIN TRAFFIC SUPPLY	BRAC ANTENNA TUBE,MINIASTRO	30500030.563000.R0803	166.01
	MCCAIN TRAFFIC SUPPLY	INTEGRATED ANTENNA,SECTORAL	30500030.563000.R0803	8,197.18
51697	MCGREGOR HARDWARE DISTRIBUTION	KEYS	00105380.531000.	66.73
	MCGREGOR HARDWARE DISTRIBUTION		40143410.531000.	60.32
51698	WENDY MESSARINA	INSTRUCTOR SERVICES	00105120.541020.	168.00
	WENDY MESSARINA		00105120.541020.	336.00
51699	MICROFLEX INC	TAX AUDIT PROGRAM-OCT 2008	00101023.541000.	1,955.81
51700	NATIONAL BARRICADE COMPANY	BUMP SIGNS AND STANDS	10110564.531000.	2,206.89
51701	NC MACHINERY COMPANY	CAT RENTAL	40145040.548000.	832.85
51702	NELSON PETROLEUM	DIESEL AND UNLEADED CONSUMED	42047165.532000.	724.47
	NELSON PETROLEUM	BULK OIL	501.141100.	1,171.73
51703	NORTHEND TRUCK EQUIPMENT INC	2008 NORTHEND TRUCK 5 YD DUMP	50100048.564000.	42,145.74
51704	NORTHSTAR CHEMICAL INC.	SODIUM HYPOCHLORITE	40140780.531001.	1,587.90
	NORTHSTAR CHEMICAL INC.		40142480.531320.	3,610.95
51705	NORTHUP GROUP	PRE-EMPLOYMENT EVALUATION	00103010.541000.	300.00
51706	NORTHWESTERN AUTO REBUILD INC	REPAIR ACCIDENT DAMAGE 01DODGE	50100065.548000.	1,690.16
51707	OFFICE DEPOT	OFFICE SUPPLIES	00100020.531000.	16.32
	OFFICE DEPOT	COPY PAPER	00100020.531000.	31.35
	OFFICE DEPOT	OFFICE SUPPLIES	00100310.531000.	79.64

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51707	OFFICE DEPOT	OFFICE SUPPLIES	00101130.531000.	4.54
	OFFICE DEPOT		00101130.531000.	11.89
	OFFICE DEPOT	COPY PAPER	00102020.531000.	31.35
	OFFICE DEPOT	OFFICE SUPPLIES	00102020.531000.	65.33
	OFFICE DEPOT		00102020.531000.	90.94
	OFFICE DEPOT		00105380.531000.	43.41
	OFFICE DEPOT		00143523.531000.	25.98
	OFFICE DEPOT		10111230.531000.	16.08
	OFFICE DEPOT	POCKET BINDERS	40143410.531000.	5.73
	OFFICE DEPOT	OFFICE SUPPLIES	40143410.531000.	16.32
	OFFICE DEPOT	OFFICE SPPLIES	40143410.531000.	28.89
	OFFICE DEPOT	COPY PAPER	40143410.531000.	31.34
	OFFICE DEPOT		42047165.549000.	38.74
	OFFICE DEPOT	OFFICE SUPPLIES	50100065.531000.	1.81
	OFFICE DEPOT	COPY PAPER	50100065.531000.	5.22
	OFFICE DEPOT	POST IT NOTES	50100065.531000.	30.34
	OFFICE DEPOT	OFFICE SUPPLIES	50200050.531000.	1.81
	OFFICE DEPOT	COPY PAPER	50200050.531000.	5.22
51708	OKANOGAN COUNTY JAIL	HOUSING FOR INMATES JUNE 08	00103960.551000.	2,570.00
	OKANOGAN COUNTY JAIL	HOUSING FOR INMATES SEPT 08	00103960.551000.	4,431.50
51709	PACIFIC POWER PRODUCTS	HOSE TEE	42047165.535000.0846	2.15
	PACIFIC POWER PRODUCTS	PUMP	42047165.535000.0846	143.36
	PACIFIC POWER PRODUCTS	UNIVERSAL	42047165.535000.0846	189.58
51710	PACIFIC TOPSOILS INC	LUMBER DROP	10111230.549000.	129.60
	PACIFIC TOPSOILS INC		10111230.549000.	129.60
	PACIFIC TOPSOILS INC		40140580.549000.	129.60
	PACIFIC TOPSOILS INC		40140580.549000.	129.60
51711	RUSS PARKER	POWER EXTRACT SET,MICRO TORCH	50100065.535000.	124.88
	RUSS PARKER	PRESSURE TESTER ADAPTER SET	50100065.535000.	200.91
	RUSS PARKER	12V DRILL/DRIVER,T15 & T20 BIT	50100065.535000.	214.95
51712	PART WORKS INC, THE	WATCHDOG REPAIR PARTS	40140880.531000.	612.03
51713	THE PARTS STORE	SWITCH	42047165.548000.	21.42
	THE PARTS STORE	OIL FILTERS	501.141100.	17.19
	THE PARTS STORE		501.141100.	51.56
	THE PARTS STORE	OIL FILTER	50100065.534000.	5.36
	THE PARTS STORE	AIR AND FUEL FILTERS	50100065.534000.	40.62
	THE PARTS STORE	HEATER CORE	50100065.534000.	51.98
51714	LAURIE HUGDAHL	MINUTE TAKING SERVICES	00101130.541000.	93.00
	LAURIE HUGDAHL		00101130.541000.	108.50
51715	PAUL PEDERSEN	REFUND CLASS FEES	00110347.376007.	61.00
51716	PERTEET ENGINEERING INC	PAY ESTIMATE # 29	30500030.563000.T0102	3,776.53
51717	PETROCARD SYSTEMS INC	FUEL CONSUMED-ENG/ENG SURF WTF	00100020.532000.	106.78
	PETROCARD SYSTEMS INC	FUEL CONSUMED-CD	00102020.532000.	391.88
	PETROCARD SYSTEMS INC	FUEL CONSUMED-PARKS&REC	00105380.532000.	811.69
	PETROCARD SYSTEMS INC	FUEL CONSUMED-STREETS	10111230.532000.	1,609.05
	PETROCARD SYSTEMS INC	FUEL CONSUMED-ENG/ENG SURF WTF	40145040.532000.	42.57
	PETROCARD SYSTEMS INC	FUEL CONSUMED-GOLF	42047165.532000.	17.39
	PETROCARD SYSTEMS INC	FUEL CONSUMED-FLEET/FACILITES	50100065.532000.	119.76
	PETROCARD SYSTEMS INC		50200050.532000.	150.73
51718	PETTY CASH- KBSCC	AVE & DUTCH BREAD,BURGERS	00105250.531050.	45.38
51719	ALICE M. PIATZ	SETTLEMENT AGREEMENT-ROW	30500030.563000.R0701	9,000.00
51720	DENISE FREEMAN	(3) JACKETS	00103222.526000.	932.24
51721	THE PPI GROUP	PER AGREEMENT-REFUND	40230594.563000.S0102	-830.03
	THE PPI GROUP	PIPE LASER RENTAL	40230594.563000.S0102	553.35
	THE PPI GROUP		40230594.563000.S0102	846.31
51722	POSITIVE PROMOTIONS INC	(300) 2009 CALENDARS	00103630.531000.	125.40
51723	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #968-001-439-7	10111864.547000.	85.20

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 11/13/2008 TO 11/19/2008

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
51723	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #335-001-900-0	40140180.547000.	423.80
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #507-016-549-2	40142280.547000.	50.58
51724	PUD NO 1 OF SNOHOMISH COUNTY	REWIRE AT WELL HOUSE	40220594.563000.W0605	695.00
51725	PUGET SOUND SECURITY	DUPLICATE KEYS	00103222.531000.	6.40
	PUGET SOUND SECURITY	KEYS AND RINGS	00103630.531000.	10.16
51726	PVP COMMUNICATIONS INC	HELMET COMMUNICATIONS	00103222.548000.	411.00
51727	RAY, SCOTT	UB 099408000000 9408 50TH AVE	401.122110.	50.40
51728	RED LION/YAKIMA CENTER.	CIVIL SRVC CONV-KELLEY, M	00100490.549000.	158.68
51729	RED LION/YAKIMA CENTER	CIVIL SRVC CONV-NORTON, K	00100490.549000.	79.34
51730	RH2 ENGINEERING INC	PAY ESTIMATE # 18	40220594.563000.W0505	3,496.68
	RH2 ENGINEERING INC	PAY ESTIMATE # 19	40220594.563000.W0605	5,570.76
51731	NATL ASSOCIATION OF SCHOOL RESOURCE	MEMBERSHIP DUES-KEILAND	00103528.549000.	40.00
51732	SCRIPTLOGIC CORP	BRIDGE TRAK SOFTWARE	50300090.531000.	6,451.08
51733	SEATTLE PUMP & EQUIPMENT CO	PARTS FOR VACTOR	40145040.548000.	766.98
51734	SNOHOMISH COUNTY CORRECTIONS	INMATE HOUSING/BOOKINGS 10/08	00103960.551000.	96,088.78
51735	SNO CO EDC	ECONOMIC GARDENING TRAINING	00102020.541000.	50.00
51736	SNO CO PUBLIC WORKS	LABOR COSTS SEPT 2008	10200030.541000.	2,022.29
	SNO CO PUBLIC WORKS	UTILITY PERMIT	40141380.548000.M0656	653.00
51737	S.O. CREIGHTON ENGINEERING INC	PROFESSIONAL ENGINEERING SRVCS	00102020.541000.	171.50
	S.O. CREIGHTON ENGINEERING INC		00102020.541000.	236.50
51738	SOUND PUBLISHING INC	WEBSITE AD	00105120.544000.	75.00
51739	SOUND PUBLISHING INC	AD-SEASONAL LABORER	40143410.544000.	88.00
51740	SOUND PUBLISHING INC	LEGALS ACCT # 88522147	00101130.544000.	130.21
51741	SOUND PUBLISHING INC	LEGAL NOTICES	00102020.544000.	1,010.26
51742	SOUND SAFETY PRODUCTS CO INC	GLOVES	00103222.531000.	76.35
51743	STATE AVENUE PLAZA, LLC	MONTHLY LEASE PYMNT	00101250.545000.	28,000.00
51744	WASHINGTON STATE PATROL	BACKGROUND CHECKS	00100310.541000.	570.00
51745	STRATEGIES 360 INC	CONSULTING FEES/MILEAGE/COPIES	00100110.549000.E0801	980.45
51746	SYSTEMS INTERFACE INC	FABRICATE AND INSTALL PLATES	40140080.541000.	434.00
	SYSTEMS INTERFACE INC	PAY ESTIMATE # 19	40220594.563000.W0621	3,809.94
51747	TEREX UTILITIES WEST	INSTALL SUPPLIED WINCH CABLE	50100065.548000.	628.38
51748	TEREX UTILITIES WEST	DIELECTRIC TEST #J005	50100065.548000.	297.29
	TEREX UTILITIES WEST	ANNUAL AERIAL INSPECT #J005	50100065.548000.	411.43
	TEREX UTILITIES WEST	ANNUAL CRANE INSPECTION #544	50100065.548000.	487.17
51749	WILLIAM THRASHER	REFUND SECURITY DEPOSIT	001.239100.	300.00
51750	TORO NSN	IRRIGATION COMP SOFTWARE AGREE	42047165.531920.	199.00
51751	DEPT OF TRANSPORTATION NW REGION	PROJECT COSTS SEPT 2008	30500030.563000.R0503	69.69
	DEPT OF TRANSPORTATION NW REGION		30500030.563000.R0503	341.52
51752	DEPT OF TRANSPORTATION NW REGION	SEPT 08 INSPECTION	30500030.563000.R0301	145.33
51753	TYLER TECHNOLOGIES, INC.	OSDBA SUPPORT	50300090.541000.	10,950.91
	TYLER TECHNOLOGIES, INC.	SUPPORT AND LICENSING	50300090.541000.	44,441.65
51754	UNITED PARCEL SERVICE	SHIPPING EXPENSE	40230594.563000.S0102	28.33
51755	UNITED RENTALS	SAND BAGS	10110240.531000.	265.84
	UNITED RENTALS	CUTTING BLADES	10110770.549000.	51.91
	UNITED RENTALS	REPAIR WORK DONE	40140980.548000.	26.93
	UNITED RENTALS	2008 OLYMPIC TILT TRAILER	50100048.564000.0853	5,028.99
51756	US IDENTIFICATION MANUAL	MANUAL UPDATE SERVICE	001.231700.	-7.01
	US IDENTIFICATION MANUAL		00103222.541000.	89.51
51757	VERIZON NORTHWEST	ACCT #404449227007	00100050.542000.	256.80
	VERIZON NORTHWEST	ACCT #1107449353300	00100050.542000.	698.98
	VERIZON NORTHWEST	ACCT #404449227007	00100310.531000.	61.10
	VERIZON NORTHWEST	ACCT #109471572710	00103121.542000.	64.37
	VERIZON NORTHWEST	ACCT #108778831503	00104000.542000.	75.45
	VERIZON NORTHWEST	ACCT #109778831810	00104000.542000.	75.45
	VERIZON NORTHWEST	ACCT #1109268635501	00104000.542000.	93.05
	VERIZON NORTHWEST	ACCT #102746380105	00104000.542000.	99.02
	VERIZON NORTHWEST	ACCT #102857559902	00112572.542000.	103.26

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 11/13/2008 TO 11/19/2008

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
51757	VERIZON NORTHWEST	ACCT #103957234007	40142480.542000.	64.10
	VERIZON NORTHWEST	ACCT #1109792481505	40143410.542000.	74.85
51758	VERIZON NORTHWEST	BLACKBERRY CHARGES	00100050.542000.	54.50
	VERIZON NORTHWEST		50300090.549000.0802	504.91
51759	VINYL SIGNS & BANNERS	(6) LAMINATED SIGNS	00105380.549000.	196.28
51760	W.A. BOTTING COMPANY	CH AC9 ACONIMIZER MOTOR	00103530.548000.	284.51
51761	WEBCHECK	WEBCHECK CANOPY SRVC OCT 08	00143523.541000.	324.00
51762	WESTERN FACILITIES SUPPLY INC	JAIL SUPPLIES	00103960.531000.	490.62
51763	WESTERN SYSTEMS INC	POWER CABLE	30500030.563000.R0803	7,508.46
51764	WWGCSA	RECERTIFICATION-ROBINSON	00105380.549000.	70.00
	WWGCSA	RECERTIFICATION-SZECHENSKI	00105380.549000.	140.00
WARRANT TOTAL:				<u>678,918.55</u>
LESS VOID				
	CHECK # 51533	WRONG VENDOR		(355.79)
				<u>678,562.76</u>

REASON FOR VOIDS:

- INITIATOR ERROR**
- WRONG VENDOR**
- CHECK LOST IN MAIL**

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: Dec 8, 2008

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

Please see attached.

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the November 26, 2008 claims in the amount of \$321,472.25 paid by Check No.'s 51765 through 51929 with Check No. 51377 and 51389 voided.

COUNCIL ACTION:

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 11/20/2008 TO 11/26/2008

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
51765	ALBERTSONS FOOD CENTER #471	CUSTODY SUPPLIES	00103960.531250.	468.61
51766	ALBERTSONS FOOD CENTER #471	PARK/REC & KBSCC SUPPLIES	00100310.549010.	24.25
	ALBERTSONS FOOD CENTER #471		00105090.531000.0811	87.70
	ALBERTSONS FOOD CENTER #471		00105120.531070.	81.73
	ALBERTSONS FOOD CENTER #471		00105250.531000.	8.67
	ALBERTSONS FOOD CENTER #471		00105250.531050.	25.45
	ALBERTSONS FOOD CENTER #471		00105250.531050.	55.34
	ALBERTSONS FOOD CENTER #471		00105250.531050.	72.19
	ALBERTSONS FOOD CENTER #471		00105250.531050.	133.62
51767	ALEXANDRIA ESTATES	UB 802110000000 6221 47TH AVE	401.122110.	119.20
51768	ALLWEST UNDERGROUND INC	15" TO 30" BACK PLUG	40145040.548000.	2,063.77
51769	AMSAN SEATTLE	DEGREASER	501.141100.	186.40
51770	WILLIAM ANGLE	CITY HALL CONSULTING SRVCS	00100110.541000.0801	7,485.00
51771	ARAMARK UNIFORM SERVICES	MAT CLEANING-WWTP	40142480.541000.	11.53
	ARAMARK UNIFORM SERVICES		40142480.541000.	11.53
	ARAMARK UNIFORM SERVICES	MAT CLEANING-MEZZANINE	40143780.549000.	16.44
	ARAMARK UNIFORM SERVICES		40143780.549000.	25.77
	ARAMARK UNIFORM SERVICES	UNIFORM CLEANING	50100065.526000.	61.38
51772	BAG BOY	RAIN CANOPY	420.141100.	37.12
51773	JAMES B BALLEW	REIMBURSE HEALTHLY COMM ITEMS	00105090.531000.0811	46.97
51774	BANK OF AMERICA	REIMBURSE FINANCE CHRG	00105380.549000.	4.19
51775	BANK OF AMERICA	PARKING REIMBURSEMENT	00100110.549000.	18.60
51776	BANK OF AMERICA	REIMBURSE FINANCE CHRG	00103010.549000.	32.06
51777	BANK OF AMERICA	MTG/CONF REIMBURSEMENT	00100060.549000.	8.15
	BANK OF AMERICA		00100110.543000.	682.00
	BANK OF AMERICA		00100110.549000.	1,036.84
	BANK OF AMERICA		00102020.543000.	409.20
	BANK OF AMERICA		00102020.549000.	455.00
	BANK OF AMERICA		10111230.549000.	68.20
	BANK OF AMERICA		40143410.543010.	170.50
	BANK OF AMERICA		40143410.549000.	415.00
	BANK OF AMERICA		40145040.543000.	17.05
	BANK OF AMERICA		41046060.543000.	17.05
51778	BANK OF AMERICA	REIMBURSE FINANCE CHRG	00103010.549000.	36.02
51779	BANK OF AMERICA	TRAVEL REIMBURSE	00103010.543000.	47.50
51780	BANK OF AMERICA	MTG/CONF REIMBURSE	00100060.549000.	115.00
	BANK OF AMERICA		00100110.549000.	66.39
	BANK OF AMERICA		00100720.549000.	23.00
	BANK OF AMERICA		00103010.543000.	-100.00
51781	BANK OF AMERICA	TRAINING/TRAVEL REIMBURSE	00103222.543000.	950.25
	BANK OF AMERICA		00103222.549000.	2.13
	BANK OF AMERICA		00103222.549100.	260.00
51782	SUSAN BANKS	REFUND	00110347.376020.	15.00
51783	BAXTER AUTO CENTER	EXTENSIONS	40142480.535000.	24.18
51784	OWEN EQUIPMENT COMPANY	VECTOR PARTS	40145040.548000.	175.99
51785	BICKFORD FORD-MERCURY	FUEL PUMP ASSEMBLY	50100065.534000.	261.80
51786	BILLS BLUEPRINT INC	COPYING FILES FROM SNO. COUNTY	00102020.531000.	35.56
51787	BLUE MARBLE ENVIRONMENTAL	43HRS JACK HARRIS,TRAVEL MILES	41046290.541000.	5,093.24
51788	BRANOM INSTRUMENT CO	REPAIRS TO DIGITAL MULTI METER	40142480.548000.	70.04
51789	JOHN BUELL	REFUND DEPOSIT FOR RENTAL	001.239100.	58.00
51790	KALEB CALLAHAN	REIMBURSE MEAL	40145040.543000.	9.42
51791	CALLAWAY GOLF	ODYSSEY PUTTERS	420.141100.	41.65
	CALLAWAY GOLF		420.141100.	571.99
51792	BRENDA CAMPBELL	REFUND CLASS FEES	00110347.376009.	30.00
51793	CARR'S ACE HARDWARE	CONCRETE ANCHORS, DRILL BITS	40142280.531000.	39.62
51794	VICKI CARVER	INSTRUCTOR SERVICES	00105120.531070.ASAP	100.00
51795	CASCADE COLUMBIA	TAX AMOUNT FORM INV 423927	40141580.531320.	17.85

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 11/20/2008 TO 11/26/2008

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
51796	CASCADE NATURAL GAS	NATURAL GAS SERVICE	40141580.547000.	2,287.22
51797	CEDAR GROVE ORGANICS RECYCLING, LLC	ORGANIC WASTE-FR LOADER	41046290.541000.	5.54
	CEDAR GROVE ORGANICS RECYCLING, LLC		41046290.541000.	13.27
	CEDAR GROVE ORGANICS RECYCLING, LLC		41046290.541000.	39.33
	CEDAR GROVE ORGANICS RECYCLING, LLC		41046290.541000.	103.92
51798	CHAMPION BOLT & SUPPLY	MISC BOLTS	40142480.531300.	17.86
	CHAMPION BOLT & SUPPLY	ALLEN BOLTS,TAP,DIE	40142480.531300.	57.86
51799	CIC VALUATION GROUP, INC	APPRAISAL=PW PROPERTY/MAINT	40143410.541000.	7,500.00
51800	CLARION HOTEL OLYMPIA (WA 186)	LODGING REIMBURSEMENT-ROCHE	00102020.543000.	88.32
51801	CODE PUBLISHING INC	MUNICIPAL CODE BOOK	00100050.549000.	119.35
51802	COMCAST	MONTHLY BROADBAND CHARGE	50300090.531000.	169.95
51803	CRYSTAL SPRINGS	4 CASES WATER	40142480.531330.	70.43
51804	CUZ CONCRETE PRODUCTS	MANHOLE ADJUSTMENT RINGS	40142480.531000.	575.05
51805	DATABASE SECURE RECORDS DESTRUCTIO	MONTHLY SHREDDING SERVICE	00100020.531000.	2.55
	DATABASE SECURE RECORDS DESTRUCTIO		00100050.548000.	19.50
	DATABASE SECURE RECORDS DESTRUCTIO		00102020.531000.	2.55
	DATABASE SECURE RECORDS DESTRUCTIO		00105250.531000.	8.50
	DATABASE SECURE RECORDS DESTRUCTIO		40143410.531000.	2.55
	DATABASE SECURE RECORDS DESTRUCTIO		50100065.531000.	0.42
	DATABASE SECURE RECORDS DESTRUCTIO		50200050.531000.	0.43
51806	JULIE DAVIS	CROSS CONN EXAM FEES	40143410.549030.	86.00
	JULIE DAVIS	BAT CERT EXAM FEE	40143410.549030.	245.00
51807	DELL MARKETING LP	SCADA WEB PORTAL SERVER	40141580.531000.	3,082.22
	DELL MARKETING LP	REPLACEMENT WORKSTATIONS - ENC	50300090.535000.	3,807.79
51808	ROBERT DOLHANYK	REIMBURSE TRAVEL EXPENSE	00103010.543000.	32.14
51809	DAVID DOOP	TRAVEL REIMBURSEMENT	00102020.543000.	436.00
51810	DRUG BUY FUND	REIMBURSE DRUG FUND	00103121.549010.	1,700.00
51811	DUNLAP INDUSTRIAL	DUST BAG,FLASHLIGHT	50200050.531000.	57.87
51812	DUTTON ELECTRIC CO., INC.	INSTALL OUTLET AT LIBRARY	00112572.548000.	202.02
	DUTTON ELECTRIC CO., INC.	WIRE HORN ALARM,STROBE LIGHT	40142480.548000.	1,542.87
51813	E&E LUMBER INC	DRAIN OPENER	00100010.531000.	12.99
	E&E LUMBER INC	FASTENERS	00100010.531000.	15.08
	E&E LUMBER INC	LIGHT BULBS,PVC COUPLINGS	00101250.531000.	22.64
	E&E LUMBER INC	SUPPLIES	00102020.531000.	25.58
	E&E LUMBER INC	SANDING DISCS	00105380.531000.	30.24
	E&E LUMBER INC	TIES	00105380.531000.	78.08
	E&E LUMBER INC	COPPER SLEEVE,NUT,CUTTER	00112572.531000.	12.66
	E&E LUMBER INC	BRITE SUPLEX,TARP STRAP,LUMBER	10110361.531000.	54.29
	E&E LUMBER INC	PAINT,TIES,ROLLER TRAY	31000076.563000.P0705	68.81
	E&E LUMBER INC	STAIR RISE,WOOD,BIT	31000076.563000.P0705	93.48
	E&E LUMBER INC	CAULK GUN, NAILS, ETC	31000076.563000.P0705	155.71
	E&E LUMBER INC	VISQUEEN	40145040.531000.	193.11
51814	ECONOMY FENCE CENTER	FENCE REPAIRS	10110130.531000.	596.75
	ECONOMY FENCE CENTER		40230594.563000.S0102	434.00
51815	THE DAILY HERALD COMPANY	SUBSCRIPTION 12/08 - 12/09	00100720.549000.	150.00
51816	EVERETT STAMP WORKS	STAMPS	00101023.531000.	58.43
	EVERETT STAMP WORKS		00102020.531000.	59.24
51817	CITY OF EVERETT	LAB ANALYSIS	40142480.541000.	441.00
51818	FEDEX	SHIPPING EXPENSE	40142480.531300.	5.74
51819	ANGELA FETRO	REFUND CLASS FEES	00110347.376007.	61.00
51820	FIRE PROTECTION,INC	INSPECT FIRE ALARM/SPRINKLER	00112572.548000.	385.18
51821	CHRIS FLOYD	INSTRUCTOR SERVICES	00105120.541020.	2,410.12
51822	FOOTJOY	DRY JOY RAINJACKET	420.141100.	84.48
51823	CHARIE LEA FORD	REFUND CLASS FEES	00110347.376009.	30.00
51824	FORESTER COMMUNICATIONS INC.	STORMWATER BMP MANUAL	401.231700.	-8.24
	FORESTER COMMUNICATIONS INC.		40145040.531000.	105.14
51825	FRED PRYOR SEMINARS	EX/MICRO EXCEL CLASS-TYACKE	10111160.549000.	79.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 11/20/2008 TO 11/26/2008

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51825	FRED PRYOR SEMINARS	EX/MICROSOFT EXCEL CLASS-HAYES	10111160.549000.	79.00
51826	GENERAL CHEMICAL CORP	ALUMINUM SULFATE 11.774 DRYTON	40142480.531320.	4,117.05
	GENERAL CHEMICAL CORP	ALUMINUM SULFATE 11.959 DRYTON	40142480.531320.	4,181.76
51827	JEFF GOLDMAN	TUITION REIMBURSEMENT	00103010.549100.	414.00
51828	GRAINGER INC	HEADLIGHT, LUBE	40143410.531000.	52.58
51829	GRAPHIC ENTERPRISES INC	OVERAGE CHARGES FOR K&E/3036	00100020.531000.	8.70
	GRAPHIC ENTERPRISES INC		00102020.531000.	8.69
	GRAPHIC ENTERPRISES INC		40143410.531000.	8.69
	GRAPHIC ENTERPRISES INC		50200050.531000.	2.90
51830	GREENSHIELDS INDUSTRIAL SUPPLY	WIREROPE KIT	10111766.531000.	402.61
51831	HACH COMPANY	CHLORINE DISPENSERS & REFILL	40141580.531000.	356.64
	HACH COMPANY	POCKET METERS	40141580.531000.	763.84
51832	HAGGEN, INC.	LUNCH AND LEARN FOOD	00100310.549011.	331.73
51833	HAPPY HOPPERS SQUARE DANCE CLUB, INC	INSTRUCTOR SERVICES	00105120.541020.	937.50
51834	ANDREA HARTLAND KINGSFORD	REIMBURSE CONNECTOR PIECES	00105120.531070.	6.82
	ANDREA HARTLAND KINGSFORD		00105120.531070.ASAP	21.95
51835	HASLER, INC	POSTAGE MACHINE LEASE	00100020.542000.	27.67
	HASLER, INC		00102020.542000.	44.27
	HASLER, INC		10111230.542000.	5.53
	HASLER, INC		40143410.542000.	22.14
	HASLER, INC		41046170.542000.	5.53
	HASLER, INC		50100065.545000.	5.53
51836	HD FOWLER COMPANY	90* ELL	40140380.548000.	365.76
	HD FOWLER COMPANY	OIL FILLED GAUGES	40140480.531000.	380.52
	HD FOWLER COMPANY	COPPER TUBING,BALL CORP, ADAPT	40140480.531000.	471.30
	HD FOWLER COMPANY	STEEL PIPE, MOUNT	40142480.548000.	66.61
51837	DEPARTMENT OF HEALTH	MEMBERSHIP - HERZOG	00102020.549000.	42.00
51838	HEALTHFORCE PARTNERS, INC	PRE-EMPLOYMENT EXAM	00103010.541000.	412.00
	HEALTHFORCE PARTNERS, INC	RECERT EXAMS FOR 3 EMPLOYEES	10111230.541000.	54.00
	HEALTHFORCE PARTNERS, INC		10111230.541000.	54.00
	HEALTHFORCE PARTNERS, INC	RECERT EXAM FOR JOHN BUELL	40143410.541000.	54.00
	HEALTHFORCE PARTNERS, INC	RECERT EXAMS FOR 3 EMPLOYEES	41046060.541000.	54.00
51839	HOPE HEALTH/IHAC	HOPE HEALTH CALENDARS	001.231700.	-41.11
	HOPE HEALTH/IHAC		00100310.549011.	524.69
51840	BECKY HOVIK	REFUND CLASS FEES	00110347.376009.	70.00
51841	NANCY HOVIK		00110347.376009.	70.00
51842	HSBC BUSINESS SOLUTIONS	FAIRWAY FERTILIZER	42047165.531900.	2,291.33
51843	LETTIE HYLARIDES	INTERPRETER SERVICES	00102515.549000.	100.00
	LETTIE HYLARIDES		00102515.549000.	109.36
	LETTIE HYLARIDES		00102515.549000.	109.36
	LETTIE HYLARIDES		00102515.549000.	109.36
	LETTIE HYLARIDES		00102515.549000.	109.36
	LETTIE HYLARIDES		00102515.549000.	109.36
	LETTIE HYLARIDES		00102515.549000.	109.36
	LETTIE HYLARIDES		00102515.549000.	109.36
	LETTIE HYLARIDES		00102515.549000.	109.36
	LETTIE HYLARIDES		00102515.549000.	109.36
51844	INNOVATION FIRST, INC.	PUBLIC SAFETY SERVER RACK	503.231700.	-52.96
	INNOVATION FIRST, INC.		50300090.531000.	675.97
51845	IRON MOUNTAIN QUARRY LLC	3/4" MINUS ROCK	10110130.531000.	1,256.87
51846	TRACY JACOBSEN	REIMBURSE TRAVEL EXPENSE	00100050.543000.	87.45
51847	ANTHONY JEFFERSON	REFUND DEPOSIT FOR RENTAL	001.239100.	58.00
51848	K-MART	HOLIDAY LIGHTS, B-BALL NETS	00105380.531000.	371.91
51849	KIM, MYUNG J	UB 038514000000 8514 78TH AVE	401.122110.	549.55
51850	TIM KING	REIMBURSE MEAL EXPENSE	40143410.549000.	11.49
51851	PAUL KINNEY		40145040.543000.	14.00
51852	IMOGENE KNIGHTALL	REFUND SECURITY DEPOSIT	001.239100.	200.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 11/20/2008 TO 11/26/2008

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
51853	SHELLEY KOELLMER	REFUND CLASS FEES	00110347.376009.	30.00
51854	KONECRANES, INC.	ANNUAL CRANE INSPECTION	40142480.541000.	813.75
51855	DEPARTMENT OF LABOR & INDUSTRIES	RENEWAL FOR ELEVATOR PERMIT	00100010.549000.	109.40
	DEPARTMENT OF LABOR & INDUSTRIES		00103530.549000.	109.40
51856	LADY OF LETTERS, INC	PARK ADVISORY BOARD MINUTES	00105380.541000.	200.00
51857	LANGUAGE EXCHANGE	INTERPRETER SERVICES	00102515.549000.	224.00
51858	LASTING IMPRESSIONS INC	RED DOG FRISBEES	00105380.544000.	443.55
51859	KATHLEEN LEWIS	REFUND DEPOSIT FOR RENTAL	001.239100.	58.00
51860	LOWES HIW INC	TIE DOWN STRAPS	40141580.535000.	18.41
	LOWES HIW INC	30" DOOR	40143780.531000.	58.59
51861	MACAULAY & ASSOCIATES INC	APPRAISAL SERVICES	00105380.541000.	6,600.00
51862	MAKERS	CIVIC CENTER SELECTION STUDY	00100110.541000.0801	2,757.50
	MAKERS	DOWNTOWN INFRASTRUCTURE PLAN	00102020.541000.	250.00
51863	JIM MARKLEY	KBSCC POTLUCK ENTERTAINMENT	00105250.531050.	65.00
51864	MARYSVILLE AWARDS	PLATES FOR PLAQUE & ENGRAVING	00100020.531000.	4.56
	MARYSVILLE AWARDS	RIBBONS, AWARD AND ENGRAVING	00105250.531050.	55.23
	MARYSVILLE AWARDS	PLATES FOR PLAQUE & ENGRAVING	10111230.531000.	4.56
	MARYSVILLE AWARDS		40143410.531000.	11.39
	MARYSVILLE AWARDS		50100065.531000.	1.14
	MARYSVILLE AWARDS		50200050.531000.	1.14
51865	MARYSVILLE MUNICIPAL COURT	BANK CARD FEES	00100050.541000.	520.66
51866	MARYSVILLE PRINTING	PURSUIT EVAL FORMS	00103222.531000.	233.80
51867	MARYSVILLE SKATE INN	ASAP PRIVATE SKATING PARTY	00105120.531070.	114.00
51868	MARYSVILLE YOUTH SOCCER ASSOC.	REFUND DEPOSIT FOR RENTAL	001.239100.	58.00
51869	MC LAUGHLIN, EVELYN	UB 230660000000 4808 122ND PL	401.122110.	124.70
51870	MCCORMACK, ANDREW	UB 046509000000 6509 101ST PL	401.122110.	68.82
51871	MCI	LONG DISTANCE CHARGE	00103530.542000.	16.06
	MCI		00103530.542000.	16.06
51872	ALLISON MORRISON	TRAVEL REIMBURSEMENT	00100050.543000.	235.65
51873	MOTION PICTURE LICENSING CORP	RENEWAL: MPLC UMBRELLA LICENSE	00105250.531050.	270.00
51874	MOTOROLA	RADIOS SERVICED AND REPAIRED	00103222.548000.	1,705.64
51875	NATIONAL BARRICADE COMPANY	TYPE 111 BARRICADES	10111230.531000.	-545.00
	NATIONAL BARRICADE COMPANY		10111230.531000.	272.50
	NATIONAL BARRICADE COMPANY		10111230.531000.	545.00
	NATIONAL BARRICADE COMPANY		40141380.531000.	-545.00
	NATIONAL BARRICADE COMPANY		40141380.531000.	272.50
	NATIONAL BARRICADE COMPANY		40141380.531000.	545.00
51876	DEPARTMENT OF NATURAL RESOURCES	FOREST LAND ASSESSMENT FEES	40143410.549000.	66.52
51877	NELSON PETROLEUM	GREASE FOR HEADWORKS EP2	40142480.531300.	284.38
51878	NESS & CAMPBELL CRANE, INC	36 TON MOBILE CRANE	40142480.545000.	781.20
51879	NETWRIX CORPORATION	BULK PASSWORD RESET SOFTWARE	503.231700.	-31.88
	NETWRIX CORPORATION		50300090.531000.	406.88
51880	NEXTEL COMMUNICATIONS	ACCT #844448815	00100020.542000.	49.99
	NEXTEL COMMUNICATIONS		00103010.542000.	49.99
	NEXTEL COMMUNICATIONS		00103010.542000.	49.99
	NEXTEL COMMUNICATIONS		00103010.542000.	49.99
	NEXTEL COMMUNICATIONS		00103010.542000.	49.99
	NEXTEL COMMUNICATIONS		00103010.542000.	49.99
	NEXTEL COMMUNICATIONS		40143410.542000.	49.99
	NEXTEL COMMUNICATIONS		40143410.542000.	49.99
	NEXTEL COMMUNICATIONS		50300090.542000.	99.98
51881	NORTH COAST ELECTRIC COMPANY	480V-120V TRANSFORMER	40142480.548000.	66.73
51882	VANCE P ODELL	PUBLIC DEFENSE FEES	00102515.541000.	6,000.00
51883	OFFICE DEPOT	OFFICE SUPPLIES	00100020.531000.	8.07
	OFFICE DEPOT		00100020.531000.	13.04
	OFFICE DEPOT		00100020.531000.	221.60
	OFFICE DEPOT		00100060.531000.	3.64

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 11/20/2008 TO 11/26/2008

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
51883	OFFICE DEPOT	OFFICE SUPPLIES	00101130.531000.	59.66
	OFFICE DEPOT		00105250.531000.	20.18
	OFFICE DEPOT		00105250.531000.	348.70
	OFFICE DEPOT		00105380.531000.	41.84
	OFFICE DEPOT		00143523.531000.	7.74
	OFFICE DEPOT		10111230.531000.	48.40
	OFFICE DEPOT		10111230.531000.	56.28
	OFFICE DEPOT		40140580.531000.	14.71
	OFFICE DEPOT		40142480.531000.	126.00
	OFFICE DEPOT		40143410.531000.	13.05
	OFFICE DEPOT		40143410.531000.	71.65
	OFFICE DEPOT		40143410.531000.	80.66
	OFFICE DEPOT		40143410.531000.	99.50
	OFFICE DEPOT		40143410.531000.	140.45
	OFFICE DEPOT		41046060.531000.	16.13
	OFFICE DEPOT		41046060.531000.	19.55
	OFFICE DEPOT		50100065.531000.	1.45
	OFFICE DEPOT		50100065.531000.	4.03
	OFFICE DEPOT		50100065.531000.	37.51
	OFFICE DEPOT		50200050.531000.	1.45
	OFFICE DEPOT		50200050.531000.	4.03
	OFFICE DEPOT		50200050.531000.	37.51
51884	PACIFIC TOPSOILS INC	BRUSH DUMP	40140380.531000.	241.20
51885	PAPE MACHINERY	RETURN PULLEY	50100065.534000.	-98.95
	PAPE MACHINERY	RETURN SPACER	50100065.534000.	-25.06
	PAPE MACHINERY	FAN	50100065.534000.	173.04
	PAPE MACHINERY	V-BELT, PULLEY AND SPACER	50100065.534000.	190.41
	PAPE MACHINERY	PC9080	50100065.534000.	212.98
	PAPE MACHINERY	TIGHTENER AND PULLEY	50100065.534000.	237.05
51886	THE PARTS STORE	RIVET GUN/RIVETS, OIL CAN PUMP	40142480.535000.	393.41
	THE PARTS STORE	MISC. PARTS	50100065.534000.	19.46
	THE PARTS STORE	SPARK PLUGS	50100065.534000.	36.80
	THE PARTS STORE		50100065.534000.	49.04
51887	LAURIE HUGDAHL	MINUTES - HEARING EXAMINER	00102020.531000.	77.50
51888	PELZER GOLF SUPPLIES	BALL MARKS	420.141100.	585.00
	PELZER GOLF SUPPLIES		420.231700.	-24.74
	PELZER GOLF SUPPLIES		42047267.544000.	315.74
51889	PETROCARD SYSTEMS INC	FUEL CONSUMED-OPER/SANITATION	40143880.532000.	3,795.92
	PETROCARD SYSTEMS INC		41046060.532000.	3,667.51
51890	PETTY CASH FUND-POLICE	PETTY CASH REIMBURSEMENT	00103010.549000.	3.77
	PETTY CASH FUND-POLICE		00103121.531000.	37.94
	PETTY CASH FUND-POLICE		00103222.531000.	60.36
51891	PETTY CASH-COMM DEV		00102020.531000.	7.77
	PETTY CASH-COMM DEV		00102020.542000.	10.00
	PETTY CASH-COMM DEV		00102020.549000.	17.00
51892	PHICORE HEALTH SERVICES, LLC	HEARING TESTING - POLICE	00100310.531200.	2,047.25
51893	PSB COMPANY	SPREADER PARTS	42047165.548000.	217.71
51894	PUGET SOUND SECURITY PATROL INC.	SECURITY SERVICES	00100030.541000.	417.91
	PUGET SOUND SECURITY PATROL INC.		00100050.541000.	1,253.70
51895	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #418-001-612-5	00100010.547000.	3,135.15
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #475-001-792-5	00105380.547000.	64.52
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #557-001-739-1	00105380.547000.	144.33
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #308-001-598-9	00105380.547000.	611.54
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #308-001-505-4	00105380.547000.	693.39
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #490-001-155-4	00112572.547000.	3,230.00
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #528-001-292-2	10110564.547000.	62.98
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #246-001-703-7	10111864.547000.	50.82

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 11/20/2008 TO 11/26/2008

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
51895	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #314-002-822-0	10111864.547000.	139.05
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #557-001-738-3	10111864.547000.	162.41
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #498-001-707-5	10111864.547000.	188.22
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #401-001-485-2	40140180.547000.	1,558.39
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #224-078-532-5	40141580.547000.	1,257.39
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #251-001-382-0	40142280.547000.	881.62
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #370-002-191-2	40142480.547000.	7,566.87
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #461-029-794-9	40142480.547000.	11,745.73
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #447-001-040-8	40142480.547000.	15,435.29
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #526-001-076-3	40143780.547000.	29.46
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #289-075-529-7	40143780.547000.	1,199.36
51896	VICKEY QUINTEL	INSTRUCTOR SERVICES	00105250.541020.	351.26
51897	RADIOSHACK	VHS TAPES	00103121.531000.	19.51
	RADIOSHACK	CABLES	00105250.531000.	123.65
51898	RAILROAD MANAGEMENT COMPANY III, LL	2" WATER PIPELINE CROSSING	40143410.549000.	90.75
51899	ORLANDO ROCHE	TRAVEL REIMBURSEMENT	00102020.543000.	73.50
51900	SALCIDO, JASON & MARIA	UB 651449004501 10214 61ST AVE	401.122110.	129.34
51901	RANDY SCHOOLCRAFT	MEAL REIMBURSEMENT	40145040.543000.	13.65
51902	SERVICE ALTERNATIVES	REFUND DEPOSIT FOR RENTAL	001.239100.	58.00
51903	CARLTON DOUP	INSTRUCTOR SERVICES	00105120.541020.	201.45
	CARLTON DOUP		00105120.541020.	470.05
51904	VICKI SIMCOX	INSUFFICIENT REGISTRATION	00110347.376009.	25.00
51905	RICHARD SMITH	TRAVEL REIMBURSEMENT	00103010.543000.	28.00
51906	SNO CO PUBLIC WORKS	SOLID WASTE DISPOSAL FEES	41046060.551000.	107,845.00
	SNO CO PUBLIC WORKS	REPAIR MDT CELL MODEM	50100065.548000.	137.98
51907	SOUND PUBLISHING INC	WEBSITE AD	42047267.544000.	150.00
51908	SOUND SAFETY PRODUCTS CO INC	BOOTS- MILLER, COREY	10111230.526000.	180.00
51909	STAGNER, JIM	UB 751147200007 7508 55TH PL N	401.122110.	156.00
51910	STATE FARM INSURANCE	UB 989600000000 9611 STATE AVE	410.122100.	38.01
51911	MAUREENX STEVENS	REFUND CLASS - MOVED	00110347.376007.	55.00
51912	AMY STEWART	REFUND CLASS-SCHEDULE CONFLICT	00110347.376007.	66.00
51913	EMMA STILES	REFRESHMENT REIMBURSEMENT	00103222.549000.	42.94
51914	TRAVEL ADVANCE FUND	IACP CONFERENCE-DOLHANYK, R	00103010.543000.	384.00
	TRAVEL ADVANCE FUND	IACP CONFERENCE-SMITH, R	00103010.543000.	384.00
51915	TYLER TECHNOLOGIES, INC.	TAX FORMS	00101023.531000.	182.00
51916	UAP DISTRIBUTION, INC	FUNGICIDE	42047165.531930.	253.70
51917	UNITED RENTALS	2008 TRAIL-EZE EQUIP. TRAILER	50100048.564000.0847	42,119.70
51918	UTILITIES UNDERGROUND LOCATION CTR	EXCAVATION NOTIFICATIONS	40141180.541000.	638.40
51919	VERIZON NORTHWEST	ACCT #03 0278 1025645669 04	00105380.542000.	54.80
	VERIZON NORTHWEST	ACCT #106496225401	40140080.541000.	30.20
	VERIZON NORTHWEST	ACCT #102954091901	50148058.542000.	52.98
51920	W.A. BOTTING COMPANY	1ST QUARTERLY BILLING	00100010.548000.	115.28
	W.A. BOTTING COMPANY		00100010.548000.	881.56
	W.A. BOTTING COMPANY		00103530.548000.	480.38
	W.A. BOTTING COMPANY		00105250.548000.	162.75
	W.A. BOTTING COMPANY		00105380.548000.	130.20
	W.A. BOTTING COMPANY		00105380.548000.	130.20
	W.A. BOTTING COMPANY		00105380.548000.	144.85
	W.A. BOTTING COMPANY		00105380.548000.	169.53
	W.A. BOTTING COMPANY		00112572.548000.	641.24
	W.A. BOTTING COMPANY		40141580.548000.	264.47
	W.A. BOTTING COMPANY		40142480.548000.	61.03
	W.A. BOTTING COMPANY		40142480.548000.	115.28
	W.A. BOTTING COMPANY		40142480.548000.	162.75
	W.A. BOTTING COMPANY		40142480.548000.	264.47
	W.A. BOTTING COMPANY		40142480.548000.	264.47
	W.A. BOTTING COMPANY		40143410.548000.	5.42

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 11/20/2008 TO 11/26/2008

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
51920	W.A. BOTTING COMPANY	1ST QUARTERLY BILLING	40143410.548000.	311.94
	W.A. BOTTING COMPANY		40143410.548000.	1,003.63
	W.A. BOTTING COMPANY		40143780.548000.	108.50
	W.A. BOTTING COMPANY		40143780.548000.	192.32
	W.A. BOTTING COMPANY		42047165.548000.	98.19
	W.A. BOTTING COMPANY		42047165.548000.	98.19
	W.A. BOTTING COMPANY		42047165.548000.	239.79
51921	LOREN R. WAXLER	PUBLIC DEFENSE FEES	00102515.541000.	75.00
	LOREN R. WAXLER		00102515.541000.	112.50
	LOREN R. WAXLER		00102515.541000.	202.50
51922	WEST PAYMENT CENTER	WA COURT RULES	00100050.549000.	296.21
	WEST PAYMENT CENTER	COURTROOM HANDBOOK, RULES	00100050.549000.	384.10
51923	WESTERN EQUIPMENT DISTRIBUTORS	IRRIGATION TECHNICAL SERVICES	42047165.541000.	217.00
	WESTERN EQUIPMENT DISTRIBUTORS	BEDKNIVES	42047165.548000.	103.81
51924	HD SUPPLY CONSTRUCTION SUPPLY, LTD.	MARKING PAINT	401.231700.	-3.61
	HD SUPPLY CONSTRUCTION SUPPLY, LTD.		40141180.549000.	46.09
51925	WHITEHORSE FAMILY MEDICINE	RECERT FOR LOIS GEIST	40143410.541000.	83.00
51926	SUZANNE WILLIAMS	KBSCC ENTERTAINMENT	00105250.531050.	75.00
51927	WRIGHT, MELINDA	UB 741362250001 5422 59TH PL N	401.122110.	317.17
51928	WWGCSA	PESTICIDE RECERT. CLASS	42047165.549000.	630.00
51929	BRAD ZAHNOW	TRAVEL REIMBURSEMENT	40143410.543020.	148.15

WARRANT TOTAL: 321,621.95

LESS VOID

CHECK # 51377 INITIATOR ERROR (25.00)

CHECK # 51389 DESTROYED BY USPS (124.70)

321,472.25

REASON FOR VOIDS:

- INITIATOR ERROR
- WRONG VENDOR
- CHECK LOST IN MAIL

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: Dec 8, 2008

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 December 3, 2008 claims in the amount of \$928,915.35 paid by Check No.'s 51930 through 52021 with Check No. 51222 and 51836 voided.

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-12

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 **\$928,915.35 PAID BY CHECK NO.'S 51930 THROUGH 52021 WITH CHECK NUMBER 51222 AND 51836 VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

J. H. ...

AUDITING OFFICER

12/3/08

DATE

MAYOR

DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **3RD DAY OF DECEMBER 2008.**

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 11/27/2008 TO 12/3/2008

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
51930	AM TEST INC	NITRATE&NITRATE NITROGEN TESTS	40140780.541000.	15.00
	AM TEST INC	WATER BACTERIOLOGICAL ANALYSIS	40140780.541000.	1,010.00
51931	MARIA ANGULO	REFUND DEPOSIT FOR RENTAL	001.239100.	58.00
51932	ARAMARK UNIFORM SERVICES	UNIFORM CLEANING	42047165.526000.	20.15
51933	ARROWHEAD SCIENTIFIC, INC	EVIDENCE SUPPLIES	001.231700.	-13.68
	ARROWHEAD SCIENTIFIC, INC		00103222.531000.	174.58
51934	WASPC	ELECTRIC HOME MONITORING 10/08	00103960.551000.	3,730.75
51935	BARNES DISTRIBUTION INC	RETURN CONNECTORS	50100065.531000.	-24.92
	BARNES DISTRIBUTION INC	MISC NUTS,BOLTS,TUBING,STRAPS	50100065.531000.	60.42
	BARNES DISTRIBUTION INC	MISC NUTS,BOLTS,TIE STRAPS	50100065.531000.	153.59
51936	OWEN EQUIPMENT COMPANY	VACTOR PARTS	40145040.548000.	1,125.20
	OWEN EQUIPMENT COMPANY		40145040.548000.	2,676.67
51937	BLUMENTHAL UNIFORMS & EQUIPMENT	RETURN SAMPLES OF SHIRTS	00103222.526000.	-672.52
	BLUMENTHAL UNIFORMS & EQUIPMENT	PANTS/POLOS-RICHES	00103222.526000.	97.09
	BLUMENTHAL UNIFORMS & EQUIPMENT	ACT TEAM PANTS	00103222.526000.	142.10
	BLUMENTHAL UNIFORMS & EQUIPMENT	ACT TEAM POLOS	00103222.526000.	180.07
	BLUMENTHAL UNIFORMS & EQUIPMENT	ACT TEAM-GOOLSBY	00103222.526000.	185.49
	BLUMENTHAL UNIFORMS & EQUIPMENT	ACT TEAM-VANDERBERG	00103222.526000.	207.19
	BLUMENTHAL UNIFORMS & EQUIPMENT	ACT TEAM-AKAU	00103222.526000.	218.04
	BLUMENTHAL UNIFORMS & EQUIPMENT	ACT TEAM-ELTON	00103222.526000.	218.05
	BLUMENTHAL UNIFORMS & EQUIPMENT	SAMPLES OF SHIRTS	00103222.526000.	672.52
	BLUMENTHAL UNIFORMS & EQUIPMENT	PANTS-DUEMMELL	00104190.526000.	88.86
51938	BOB BARKER COMPANY INC	PENCILS	00103960.531000.	120.11
	BOB BARKER COMPANY INC	BLANKETS	00103960.531000.	230.51
	BOB BARKER COMPANY INC	INMATE SUPPLIES,SHAMPOO,TOOTH	00103960.531000.	502.08
51939	CHRIS BROWN	REIMBURSE TRAVEL EXPENSE	50300090.543000.	496.09
51940	DOUG BUELL	TUITION REIMBURSEMENT	00100720.531000.	1,689.00
	DOUG BUELL	REIMBURSE LUNCHEON/LASER PEN	00100720.549000.	33.33
51941	MARYKE BURGESS	REIMBURSE KITCHEN ITEMS-KBSCC	00105250.531050.	192.11
51942	CDW GOVERNMENT INC	MS WINDOWS SERVER	50300090.531000.	27.14
51943	CEMEX	CLASS B MODIFIED 2 TONS	10200030.541000.	163.99
51944	CHAMPION BOLT & SUPPLY	SCREWS FOR CAMERA	40145040.548000.	2.89
51945	CHEAPER THAN DIRT	PRO ACT TEAM VEST/POUCH	001.231700.	-21.43
	CHEAPER THAN DIRT		00103222.526000.	273.47
51946	CHELAN COUNTY TREASURER	HOUSING 10/08	00103960.551000.	3,465.00
	CHELAN COUNTY TREASURER	HOUSING 9/08	00103960.551000.	4,785.00
	CHELAN COUNTY TREASURER	HOUSING 7/08	00103960.551000.	6,380.00
51947	ASSOC OF SNO CO CITIES & TOWNS	2009 MEMBERSHIP DUES	00100110.549000.	100.00
51948	CODE 4 PUBLIC SAFETY EDUCATION ASSOC	TRAINING-RUSCH, D	00103222.549100.	99.00
51949	PETER COLLERAN	REIMBURSE THERMOMETER COSTS	42047267.549000.	27.08
51950	WA DEPT OF CORRECTIONS	INMATE FOOD	00103960.531250.	2,883.77
	WA DEPT OF CORRECTIONS		00103960.531250.	3,304.82
51951	WASHINGTON STATE CRIMINAL JUSTICE	BASIC SWAT REGISTRATION (2)	00103222.549100.	1,200.00
51952	CUZ CONCRETE PRODUCTS	REPLACEMENT PUMP REGAN ROAD	40145040.548000.	654.26
51953	DAY WIRELESS SYSTEMS	RECALIBRATE LASER	00103222.548000.	81.46
	DAY WIRELESS SYSTEMS	REPAIR PRO-LASER	00103222.548000.	81.46
51954	DELL MARKETING LP	(5) REPLACEMENT PC'S	50300090.535000.	5,769.65
51955	DICKS TOWING INC	TOWING EXPENSE 97 YUKON	00103222.541000.	43.40
	DICKS TOWING INC	TOWING EXPENSE MPD08-6414	00103222.541000.	43.40
	DICKS TOWING INC	TOWING EXPENSE VW JETTA	00103222.541000.	43.40
51956	ROBERT DOLHANYK	REFUND BANQUET TICKET	00103010.549100.	75.00
51957	E&E LUMBER INC	2 X 4 WEDGES, UTILITY KNIFES	40142480.535000.	17.89
51958	EAST JORDAN IRON WORKS	25" DUCTILE SLOTTED COVER	40145040.548000.	286.44
51959	EVERETT MUNICIPAL COURT	WARRANT PYMNT-BRADLEY, D	001.229050.	250.00
51960	CITY OF EVERETT	LAB ANALYSIS	40142480.548000.	1,215.00
51961	BETH FARMER	REFUND DEPOSIT FOR RENTAL	001.239100.	58.00
51962	FEDEX	SHIPPING EXPENSE	00100020.531000.	16.38

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 11/27/2008 TO 12/3/2008

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
51963	GRANGER, CAROLYN	UB 800599000000 6202 53RD AVE	401.122110.	26.47
51964	GRAY AND OSBORNE	PAY ESTIMATE # 13	40220594.563000.W0607	131.52
51965	GREENSHIELDS INDUSTRIAL SUPPLY	BRAKE HOSE, ADAPTER	50100048.564000.0847	106.24
51966	HANSEN, BERNARD	UB 220770000000 12517 46TH DR	401.122110.	156.50
51967	GARY HARPER CONSTRUCTION, INC.	RELEASE OF RETAINAGE	402.223400.	2,923.42
51968	HD FOWLER COMPANY	90* ELL	40140380.548000.	365.76
	HD FOWLER COMPANY	OIL FILLED GAUGES	40140480.531000.	380.52
	HD FOWLER COMPANY	STEEL PIPE, MOUNT	40142480.548000.	66.61
51969	HD SUPPLY WATERWORKS, LTD	COPPER TUBING,BALL CORP	40140480.531000.	471.30
51970	HDR ENGINEERING, INC.	PAY ESTIMATE # 9	40143410.541000.W0620	2,057.64
51971	MELISSA HOLADAY	REFUND DEPOSIT FOR RENTAL	001.239100.	58.00
51972	KESSELINGS GUN SHOP INC	SPR 40 SW GDHP 180 LE 50/20	00103740.531000.	1,623.06
	KESSELINGS GUN SHOP INC	RIFLES	00103740.531000.	3,875.04
51973	LASTING IMPRESSIONS INC	(25) PRINTED T-SHIRTS FUN RUN	00105120.531050.	167.95
51974	LES SCHWAB TIRE CENTER	(4) TIRES	501.141100.	690.15
51975	LOGIN/IACP NET	IACP NET ANNUAL SRVC	00103010.541000.	1,100.00
51976	MAKERS	DOWNTOWN MASTER PLAN	00102020.541000.0804	3,333.45
	MAKERS		40145040.541000.D0701	2,222.30
51977	MARYSVILLE FIRE DIST #12	FIRECONTROL/EMERGENCY AID SRVC	00109522.551000.	398,155.46
	MARYSVILLE FIRE DIST #12		00109526.551000.	142,516.78
51978	MARYSVILLE PRINTING	OVERTIME FORMS	00103010.531000.	175.11
	MARYSVILLE PRINTING	PRINTED RECIPE CARDS-HEALTHY	00105090.531000.0811	181.74
51979	MOTOR TRUCKS INC	GLADHAND SEAL	50100048.564000.0847	11.47
51980	NELSON PETROLEUM	DIESEL & UNLEADED FUEL	42047165.532000.	314.08
51981	NEXTEL COMMUNICATIONS	ACCT #495802314	50300090.542000.	17.68
	NEXTEL COMMUNICATIONS		50300090.542000.	17.68
	NEXTEL COMMUNICATIONS		50300090.542000.	19.12
	NEXTEL COMMUNICATIONS		50300090.542000.	29.97
	NEXTEL COMMUNICATIONS		50300090.542000.	35.36
	NEXTEL COMMUNICATIONS		50300090.542000.	35.36
	NEXTEL COMMUNICATIONS		50300090.542000.	35.36
	NEXTEL COMMUNICATIONS		50300090.542000.	45.62
	NEXTEL COMMUNICATIONS		50300090.542000.	53.04
	NEXTEL COMMUNICATIONS		50300090.542000.	53.04
	NEXTEL COMMUNICATIONS		50300090.542000.	70.72
	NEXTEL COMMUNICATIONS		50300090.542000.	73.77
	NEXTEL COMMUNICATIONS		50300090.542000.	93.65
	NEXTEL COMMUNICATIONS		50300090.542000.	95.51
	NEXTEL COMMUNICATIONS		50300090.542000.	97.56
	NEXTEL COMMUNICATIONS		50300090.542000.	172.38
	NEXTEL COMMUNICATIONS		50300090.542000.	184.93
	NEXTEL COMMUNICATIONS		50300090.542000.	211.06
	NEXTEL COMMUNICATIONS		50300090.542000.	215.24
	NEXTEL COMMUNICATIONS		50300090.542000.	217.86
	NEXTEL COMMUNICATIONS		50300090.542000.	268.71
	NEXTEL COMMUNICATIONS		50300090.542000.	273.62
	NEXTEL COMMUNICATIONS		50300090.542000.	553.04
	NEXTEL COMMUNICATIONS		50300090.542000.	1,611.23
51982	NEXTEL COMMUNICATIONS	ACCT #130961290	40141580.531000.	123.88
	NEXTEL COMMUNICATIONS		40142280.531000.	123.88
51983	NORTHRIDGE PARK HOA	REFUND DEPOSIT FOR RENTAL	001.239100.	58.00
51984	OFFICE DEPOT	OFFICE SUPPLIES	00100110.531000.	250.54
	OFFICE DEPOT		00101130.531000.	69.46
	OFFICE DEPOT		00103010.531000.	40.00
	OFFICE DEPOT		00103010.531000.	77.76
	OFFICE DEPOT	RETURN TONER	00103121.531000.	-133.41
	OFFICE DEPOT	OFFICE/EVIDENCE SUPPLIES	00103121.531000.	12.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 11/27/2008 TO 12/3/2008

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
51984	OFFICE DEPOT	(100) CDR	00103121.531000.	24.52
	OFFICE DEPOT	TONER	00103121.531000.	78.48
	OFFICE DEPOT	OFFICE SUPPLIES	00103121.531000.	89.83
	OFFICE DEPOT	RETURN ACI TAPE	00103222.531000.	-12.91
	OFFICE DEPOT	OFFICE SUPPLIES	00103222.531000.	3.40
	OFFICE DEPOT		00103222.531000.	5.84
	OFFICE DEPOT	(100) CDR	00103222.531000.	12.26
	OFFICE DEPOT	OFFICE/EVIDENCE SUPPLIES	00103222.531000.	13.92
	OFFICE DEPOT	BOXES	00103222.531000.	36.49
	OFFICE DEPOT	OFFICE SUPPLIES	00103222.531000.	100.66
	OFFICE DEPOT		00103222.531000.	110.65
	OFFICE DEPOT		00103222.531000.	121.42
	OFFICE DEPOT	COPY PAPER, SAFE	00103222.531000.	159.94
	OFFICE DEPOT	OFFICE SUPPLIES	00103222.531000.	187.78
	OFFICE DEPOT		00103222.531000.	254.34
	OFFICE DEPOT		00103222.531000.	270.00
	OFFICE DEPOT	SAFE	00103222.535000.	136.68
	OFFICE DEPOT	COPY PAPER, SAFE	00103222.535000.	175.88
	OFFICE DEPOT	OFFICE SUPPLIES	00103630.531000.	10.00
	OFFICE DEPOT	WALL CALENDAR	00103630.531000.	10.25
	OFFICE DEPOT	OFFICE SUPPLIES	00103960.531000.	15.00
	OFFICE DEPOT	RETURN PENS	00104190.531000.	-10.89
	OFFICE DEPOT	PENS	00104190.531000.	5.45
	OFFICE DEPOT		00104190.531000.	5.45
	OFFICE DEPOT	OFFICE SUPPLIES	00104190.531000.	6.00
	OFFICE DEPOT	"ENTERED" STAMP	00104190.531000.	8.83
	OFFICE DEPOT	OFFICE/EVIDENCE SUPPLIES	00104190.531000.	10.00
	OFFICE DEPOT	OFFICE SUPPLIES	00104190.531000.	12.00
	OFFICE DEPOT		00104190.531000.	15.00
	OFFICE DEPOT		00104190.531000.	25.00
	OFFICE DEPOT	"ADDRESS" STAMP	00104190.531000.	26.03
	OFFICE DEPOT	OFFICE SUPPLIES	00104190.531000.	30.00
	OFFICE DEPOT		00143523.531000.	69.46
51985	OKANOGAN COUNTY JAIL	CREDIT FOR INV 071108 06/08	00103960.551000.	-2,570.00
	OKANOGAN COUNTY JAIL	HOUSING 10/08	00103960.551000.	3,802.50
51986	OTAK	PAY ESTIMATE # 26	40145040.541000.D0720	3,697.00
	OTAK	PAY ESTIMATE # 25	40145040.541000.D0720	8,544.30
	OTAK	PAY ESTIMATE # 4	40250594.563000.D0401	12,786.00
51987	PACIFIC NW TITLE	SCHOOL DIST PROPERTY EARNEST	00100011.561000.	1,000.00
51988	THE PARTS STORE	BOTTLE JACK-HYDRAULIC	40142480.535000.	48.81
	THE PARTS STORE	FILTER ELEMENT	501.141100.	20.86
	THE PARTS STORE	FUEL FILTER	501.141100.	41.73
	THE PARTS STORE	OIL AND FUEL FILTERS	501.141100.	103.62
	THE PARTS STORE		501.141100.	215.25
51989	DENISE FREEMAN	JACKETS-VERMUELEN, XIONG	00103222.526000.	704.60
51990	UNITED STATES POSTAL SERVICE	MAILING COSTS 08 NEWSLETTER	00100720.542000.	3,585.12
51991	UNITED STATES POSTAL SERVICE	POSTAGE FOR METER #0000062158	00104190.551000.	2,000.00
51992	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #829-000-110-9	10110463.547000.	85.29
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #490-001-234-7	10111864.547000.	90.60
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #614-001-193-0	10111864.547000.	128.14
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #989-005-144-5	10111864.547000.	161.02
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #172-000-169-0	10111864.547000.	737.45
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #450-033-638-5	40142280.547000.	33.40
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #525-001-287-8	40142280.547000.	152.04
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #399-001-695-2	40142480.547000.	332.34
51993	PUD NO 1 OF SNOHOMISH COUNTY	DISCONNECT POWER/ LIGHT@60TH	10110463.548000.	66.00
51994	CARMEN RASMUSSEN	REIMBURSE FLIGHT COSTS	00100060.543000.	659.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 11/27/2008 TO 12/3/2008

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
51995	DARIN RASMUSSEN	REIMBURSE TRAVEL EXPENSE	00103222.543000.	400.03
51996	TAMARA ROBBINS	INSTRUCTOR SERVICES	00105120.541020.	378.00
51997	ROYANN ALMOND		00105250.541020.	108.00
51998	SIEMENS ENERGY AND AUTOMATION	OCM III W/WALL MOUNT,SENSOR	40142480.548000.	2,760.93
51999	VICKI SIMCOX	REFUND CLASS FEES	00110347.376009.	49.00
52000	SNO CO AUDITOR	RECORDING FEES	00102020.549000.	1,740.00
52001	SNOHOMISH COUNTY TREASURER	CRIME VICTIM/WITNESS FUNDS	00102570.551000.	754.49
52002	SNOHOMISH PUBLISHING CO. INC	FALL 08 NEWSLETTER (27,300)	00100720.541000.	8,304.42
52003	CANON SNYDER	DJ-2009 VALENTINE DANCES	00105120.531050.	654.00
52004	SOUND PUBLISHING INC	CALL FOR BID AD	40220594.563000.W0808	206.54
52005	SHERRI SOVERNS	REIMBURSE WATER/POP PURCHASE	00100110.549000.	14.04
52006	SYSTEMS INTERFACE INC	PAY ESTIMATE # 20	40220594.563000.W0621	6,265.12
52007	TASER INTERNATIONAL	REPLACEMENT WEAPON-ZARETZKE	001.231700.	-38.25
	TASER INTERNATIONAL		00103960.548000.	488.25
52008	TRAFFICWARE	SYNCHRO PLUS SIM TRAFFIC 7 UPG	001.231700.	-158.87
	TRAFFICWARE		00100020.531000.	2,027.87
52009	DEPT OF TRANSPORTATION NW REGION	PROJECT COSTS FOR SEPT 2008	40220594.563000.W0802	176,347.63
52010	USA MOBILITY WIRELESS, INC.	PAGERS 513-3155 & 513-3416	00103222.541000.	21.73
52011	VERIZON NORTHWEST	ACCT #101451140308	00100010.542000.	126.38
	VERIZON NORTHWEST	ACCT #107355912203	00100020.542000.	26.72
	VERIZON NORTHWEST		00100050.542000.	53.44
	VERIZON NORTHWEST		00100110.542000.	80.16
	VERIZON NORTHWEST		00100310.542000.	26.72
	VERIZON NORTHWEST		00102020.542000.	53.44
	VERIZON NORTHWEST		00103010.542000.	187.05
	VERIZON NORTHWEST		00103222.542000.	26.72
	VERIZON NORTHWEST	ACCT #100152074306	00103530.542000.	105.97
	VERIZON NORTHWEST	ACCT #107355912203	00103530.542000.	106.89
	VERIZON NORTHWEST		00103960.542000.	80.16
	VERIZON NORTHWEST	ACCT #101543765602	00104000.542000.	35.05
	VERIZON NORTHWEST	ACCT #101543766403	00104000.542000.	35.05
	VERIZON NORTHWEST	ACCT #107355912203	00104000.542000.	53.44
	VERIZON NORTHWEST	ACCT #101543764801	00104000.542000.	87.85
	VERIZON NORTHWEST	ACCT #101543767204	00104000.542000.	87.85
	VERIZON NORTHWEST	ACCT #107747568401	00104190.542000.	52.98
	VERIZON NORTHWEST	ACCT #107355912203	00104190.542000.	80.16
	VERIZON NORTHWEST		00105250.542000.	80.16
	VERIZON NORTHWEST	ACCT #104650377503	00105250.542000.	132.97
	VERIZON NORTHWEST	ACCT #107355912203	00105380.542000.	213.77
	VERIZON NORTHWEST		00112572.542000.	53.44
	VERIZON NORTHWEST		00143523.542000.	26.72
	VERIZON NORTHWEST		10111230.542000.	26.72
	VERIZON NORTHWEST	ACCT #10624354707	10111864.547000.	180.28
	VERIZON NORTHWEST	ACCT #105543546905	40140180.547000.	50.51
	VERIZON NORTHWEST	ACCT #0064811477782	40141580.547000.	101.19
	VERIZON NORTHWEST	ACCT #105660553702	40142280.542000.	332.70
	VERIZON NORTHWEST	ACCT #107355912203	40142480.542000.	0.04
	VERIZON NORTHWEST		40142480.542000.	160.33
	VERIZON NORTHWEST	ACCT #1101641995410	40143410.542000.	30.20
	VERIZON NORTHWEST	ACCT #1101841995100	40143410.542000.	30.20
	VERIZON NORTHWEST	ACCT #1104741995604	40143410.542000.	30.20
	VERIZON NORTHWEST	ACCT #101642285704	40143410.542000.	30.62
	VERIZON NORTHWEST	ACCT #1101341996104	40143410.542000.	65.68
	VERIZON NORTHWEST	ACCT #1103241996301	40143410.542000.	65.68
	VERIZON NORTHWEST	ACCT #1108541996810	40143410.542000.	65.68
	VERIZON NORTHWEST	ACCT #1105841995206	40143410.542000.	75.82
	VERIZON NORTHWEST	ACCT #107355912203	40143410.542000.	320.44

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 11/27/2008 TO 12/3/2008

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
52011	VERIZON NORTHWEST	ACCT #106853520208	40143780.542000.	52.98
	VERIZON NORTHWEST	ACCT #107355912203	42047061.542000.	240.49
	VERIZON NORTHWEST		42047061.549100.	26.72
52012	VERIZON	ACCT #0064811477782	40143410.542000.	79.99
52013	VINYL SIGNS & BANNERS	(16) 18 X 24 SIGNS	00105120.531030.	192.05
52014	WASHINGTON STATE TREASURER	PUBLIC SAFETY/BLDG REVENUE	001.237010.	40,435.95
	WASHINGTON STATE TREASURER		001.237030.	364.50
52015	WEED GRAAFSTRA AND BENSON INC PS	LEGAL SERVICES/STORM WATER	40145040.541000.	32,647.51
52016	JIL WEIL	REFUND DEPOSIT FOR RENTAL	001.239100.	58.00
52017	WESTERN FACILITIES SUPPLY INC	CUSTODY SUPPLIES	00103960.531000.	138.27
52018	WHISTLE WORKWEAR	BOOTS-WARD, K	40143410.526300.	100.00
52019	KYLE WOODS	REIMBURSE TOOL COSTS	00100020.531000.	16.26
52020	DONNA WRIGHT	REIMBURSE TRAVEL EXPENSE	00100060.543000.	2,597.18
52021	ZEE MEDICAL SERVICE	RESTOCK FIRST AID KIT	00101250.531000.	101.06
	ZEE MEDICAL SERVICE		00105250.531000.	57.33
WARRANT TOTAL:				<u>930,368.97</u>
LESS VOID				
	CHECK # 51222	WRONG VENDOR		(1284.19)
	CHECK # 51836	WRONG VENDOR		(169.43)
				<u>928,915.35</u>

REASON FOR VOIDS:

- INITIATOR ERROR**
- WRONG VENDOR**
- CHECK LOST IN MAIL**

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 8, 2008

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

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the November 20, 2008 payroll in the amount \$718,596.82 Check No.'s 20644 through 20693.

COUNCIL ACTION:

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

CITY COUNCIL MEETING DATE: December 8, 2008

AGENDA ITEM: PA 06076 Jacqueline Ridge Phase 2 – Final Plat	AGENDA SECTION:	
PREPARED BY: Cheryl Dungan, Planning Manager – Land Use	AGENDA NUMBER:	
ATTACHMENTS: 1. Sno. Co. Hearing Examiner’s Decision dated 04/13/2006 2. Site Plan 3. Vicinity Map 4. Legal Description 5. Final plat checklist	APPROVED BY: 	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

On April 13, 2006, the Snohomish County Hearing Examiner approved the preliminary plat of Jacqueline Ridge, creating 68 lots on approximately 18.12 acres. The applicant is constructing the project in three (3) phases. Phase 2, which consists of 21 lots has been constructed.

The plat is generally located on the east side of 83rd Ave NE, approximately 1,000 feet south of 84th St NE. The subject property was annexed to the City of Marysville on October 1, 2005.

The applicant to date (11/21/08) has not met all conditions of final plat approval. However, because there is only one council meeting in December, and the applicant is near completion, staff is placing the item on the Council’s agenda for final plat approval. The applicant has been given until the end of the working day on December 8th to complete all items of deficiency. If all items are not completed within the allotted time, staff will request that the final plat for Jacqueline Ridge be rescheduled to January, when conditions of preliminary plat approval are met, and construction deficiencies have been addressed by the developer.

RECOMMENDED ACTION: Planning Staff recommends Council authorize the Mayor to sign the Final Plat Mylar for Jacqueline Ridge – Phase 2; provided all items of deficiency have been completed.
COUNCIL ACTION:



BEFORE THE

Hearing Examiner's Office

Email: Hearing.Examiner@co.snohomish.wa.us

SNOHOMISH COUNTY HEARING EXAMINER

Robert J. Backstein
Hearing Examiner

DECISION of the DEPUTY HEARING EXAMINER

Ed Good
Deputy Hearing Examiner

In the Matter of the Application of)
JACQUELINE RIDGE, LLC)
Preliminary plat for a 68-lot subdivision and rezone)
from R-9,600 to R-7,200 with Landscape Modification)

FILE NO. 04 121555

M/S 405
3000 Rockefeller Ave.
Everett, WA 98201

(425) 388-3538
FAX (425) 388-3201

DATE OF DECISION: April 13, 2006

PLAT/PROJECT NAME: *Jacqueline Ridge*

DECISION (SUMMARY): The requested rezone from R-9,900 to R-7,200 and 68-lot subdivision with landscape modification are **CONDITIONALLY APPROVED**.

BASIC INFORMATION

GENERAL LOCATION: This project is located on the east side of 83rd Avenue SE, ¼ mile south of its intersection with 84th Street NE (Getchell Road), just east of the Marysville city limits.

ACREAGE: 18.12 acres

NUMBER OF LOTS: 68

AVERAGE LOT SIZE: 6,071 square feet

MINIMUM LOT SIZE: 4,823 square feet

DENSITY: 3.75 du/ac (gross)
7.08 du/ac (net)

ZONING: CURRENT: R-9,600
 PROPOSED: R-7,200

COMPREHENSIVE PLAN DESIGNATION:

General Policy Plan Designation: Urban Low Density Residential (4-6 du/ac)
Subarea Plan: Marysville
Subarea Plan Designation: Rural (1 du/ 2.3 ac)

UTILITIES:

Water/Sewer: City of Marysville

SCHOOL DISTRICT: Marysville No. 25

FIRE DISTRICT: No. 22

SELECTED AGENCY RECOMMENDATIONS:

Department of:

Planning and Development Services (PDS): Approval subject to conditions

Public Works (DPW): Approval subject to conditions

INTRODUCTION

The applicant filed the Master Application on December 28, 2004. (Exhibit 1)

The Department of Planning and Development Services (PDS) gave proper public notice of the open record hearing as required by the county code. (Exhibits 21, 22 and 23)

A SEPA determination was made on February 24, 2006. (Exhibit 20) No appeal was filed.

The Examiner held an open record hearing on March 29, 2006, the 107th day of the 120-day decision making period. Witnesses were sworn, testimony was presented, and exhibits were entered at the hearing.

PUBLIC HEARING

The public hearing commenced on March 29, 2006 at 10:04 a.m.

1. The Examiner announced that he had read the PDS staff report, reviewed the file and viewed the area and therefore was generally apprised of the particular request involved.
2. The applicant, Jacqueline Ridge, LLC, was represented by Laury Tobiason of Tobiason & Company. Snohomish County was represented by Bob Pemberton of the Department of Planning and Development Services.

3. No member of the public participated in this matter by letter or testimony. A part-owner of the subject site, Jay A. Ferrell, by letter dated March 22, 2006, challenged wetland delineations on the subject site but those contested delineations did not adversely affect the requested lot yield or any other aspect of the proposal.

The hearing concluded at 10:18 a.m.

NOTE: For a complete record, an electronic recording of this hearing is available in the Office of the Hearing Examiner.

FINDINGS, CONCLUSIONS AND DECISION

FINDINGS OF FACT

Based on all the evidence of record, the following findings of fact are entered.

1. The master list of exhibits and witnesses which is a part of this file and which exhibits were considered by the Examiner, is hereby made a part of this file as if set forth in full herein.
2. The PDS staff report has correctly analyzed the nature of the application, the issues of concern, the application's consistency with adopted codes and policies and land use regulations, and the State Environmental Policy Act (SEPA). That staff report is hereby adopted by the Examiner as if set forth in full herein.
3. The request is for a rezone of 18.12 acres from R-9,600 to R-7,200 in order to construct a 68-lot subdivision along with a landscape modification. Average weekday vehicle trips are 622, with 49 being a.m. peak hour trips and 66 being p.m. peak hour trips.
4. The project would comply with park mitigation requirements under Chapter 30.66A SCC by the payment of \$1,040.00 for each new single-family home.
5. The DPW reviewed the request with regard to traffic mitigation and road design standards. This review covered Title 13 SCC and Chapter 30.66B SCC as to road system capacity, concurrency, inadequate road conditions, frontage improvements, access and circulation, and dedication/deeding of right-of-way, state highway impacts, impacts on other streets and roads, and Transportation Demand Management. As a result of this review, the DPW has determined that the development is concurrent and has no objection to the requests subject to various conditions.
6. School mitigation requirements under Chapter 30.66C SCC have been reviewed and set forth in the conditions.
7. Wetlands lie in the southwest corner, the west/central area and the northeast corner of the subject site. All those areas will be preserved and protected with buffers as Native Growth Protection Areas but for limited road intrusions. On site investigation demonstrates compliance with the Critical Area Ordinance (SCC 30.62).

8. The PDS Engineering Division has reviewed the concept of the proposed grading and drainage and recommends approval of the project subject to conditions, which would be imposed during full detailed drainage plan review pursuant to Chapter 30.63A SCC.
9. The Snohomish County Health District has no objection to this proposal provided that public water and sewer are furnished. Public water and sewer service and electrical power will be available for this development.
10. The property is designated Urban Low Density Residential (ULDR 4-6 du/ac) on the General Policy Plan (GPP) Future Land Use Map (FLUM) and is located within an Urban Growth Area (UGA). Land in this category may be developed at a density of 4-6 du/ac and one of the implementing zones is the R-7,200 zone which is the case here.
11. The proposed use (single-family detached development) is essentially compatible with existing single-family detached developments on larger lots. Because the property is within a UGA, policies were adopted to promote urban densities of development. A comparison with the present lower density character of much of the area is inappropriate since the present density of development in much of the surrounding area is inconsistent with both the adopted comprehensive plans and the present zoning.
12. The request complies with the Snohomish County Subdivision Code, Chapter 30.41A SCC as well as the State Subdivision Code, RCW 58.17. The proposed plat complies with the established criteria therein and makes the appropriate provisions for public, health, safety and general welfare, for open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds, and other planning features including safe walking conditions for students.
13. Chapter 30.42A covers rezoning requests and applies to site-specific rezone proposals that conform to the Comprehensive Plan. The decision criteria under SCC 30.42A.100 provides as follows:

The hearing examiner may approve a rezone only when all the following criteria are met:

- (1) the proposal is consistent with the comprehensive plan;
- (2) the proposal bears a substantial relationship to the public health, safety, and welfare; and
- (3) where applicable, minimum zoning criteria found in Chapters 30.31A through 30.31F SCC are met.

It is the finding of the Examiner that the request meets these requirements generally and should be approved.

14. The applicant requests a modification of the landscaping requirements of SCC 30.25 in order to use native growth protection area enhancement plantings to substitute for detention pond landscaping and to let existing forest (augmented) provide adequate landscaping for the detention pond. PDS recommends approval and the Hearing Examiner concurs.
15. The request is consistent with Section 30.70.100 SCC (Section 32.50.100 SCC), which requires, pursuant to RCW 36.70B.040, that all project permit applications be consistent with the GMACP, and GMA-based county codes.
16. Any finding of fact in this decision which should be deemed a conclusion is hereby adopted as such.

CONCLUSIONS OF LAW

Based on the findings of fact entered above, the following conclusions of law are entered.

1. The Examiner having fully reviewed the PDS staff report, hereby adopts said staff report as properly setting forth the issues, the land use requests, consistency with the existing regulations, policies, principles, conditions and their effect upon the request. It is therefore hereby adopted by the Examiner as a conclusion as if set forth in full herein, in order to avoid needless repetition. There are no changes to the recommendations of the staff report.
2. The Department of Public Works recommends that the request be approved as to traffic use subject to conditions specified below herein.
3. The request is consistent with the (1) GMACP, GMA-based County codes, (2) the type and character of land use permitted on the site, (3) the permitted density, and (4) the applicable design and development standards.
4. The request is for a rezone and therefore must comply with Chapter 30.42A. This is a site specific rezone that conforms to the Comprehensive Plan. Because no evidence was submitted contrary to the requirements of Chapter 30.42A, the application is presumed to meet these requirements.
5. The conclusions of law immediately above herein are entered with awareness of the public concerns expressed in this record. However, the higher density infill in lieu of sprawl implements the applicable law and policies.
6. The request should be approved subject to compliance by the applicant with the following conditions:

CONDITIONS

- A. The preliminary plat received by PDS on October 12, 2005 (Exhibit 16) shall be the approved plat configuration. Changes to the approved plat are governed by SCC 30.41A.330.
- B. Prior to initiation of any further site work; and/or prior to issuance of any development/construction permits by the county:
 - i. All site development work shall comply with the requirements of the plans and permits approved pursuant to Condition A, above.
 - ii. The plattor shall mark with temporary markers in the field the boundary of all Native Growth Protection Areas (NGPA) required by Chapter 30.62 SCC, or the limits of the proposed site disturbance outside of the NGPA, using methods and materials acceptable to the county.
 - iii. A final mitigation plan based on the conceptual Critical Area Study and Innovative Development Design Map for Jacqueline Ridge prepared by Wetland Resources, Inc., Revision #3 dated October 7, 2005 (Exhibit 18) shall be submitted for review and approval during the construction plan review phase of this project.

C. The following additional restrictions and/or items shall be indicated on the face of the final plat:

i. "The lots within this subdivision will be subject to school impact mitigation fees for the Marysville School District No. 25 to be determined by the certified amount within the Base Fee Schedule in effect at the time of building permit application, and to be collected prior to building permit issuance, in accordance with the provisions of SCC 30.66C.010. Credit shall be given for three existing parcels. Lots 1, 2 and 3 shall receive credit."

ii. Chapter 30.66B SCC requires the new lot mitigation payments in the amounts shown below for each single-family residential building permit:

\$1,932.13 per lot for mitigation of impacts on county roads paid to the County,

\$74.60 per lot for transportation demand management paid to the County,

\$206.50 per lot for mitigation of impacts on the City of Arlington streets paid to the city. Proof of payment shall be provided.

\$1,227.06 per lot for mitigation of impacts on the City of Marysville streets paid to the City. Proof of payment shall be provided.

The developer of this subdivision has elected to defer these payment obligations to a time preceding building permit issuance. Notice of these mitigation payment obligations shall be contained in any deeds involving this subdivision or the lots therein. Once building permit has been issued all mitigation payments shall be deemed paid.

iii. Thirty feet of right-of-way shall be dedicated to the City of Marysville on the final recorded plat from the centerline of 83rd Avenue NE along the parcel's frontage on east side of 83rd Avenue NE along with a 25-foot radius right-of-way to accommodate the curbs at the development's accesses to 83rd Avenue NE, [SCC 30.66B.510].

iv. All Critical Areas shall be designated Native Growth Protection Areas (NGPA) with the following language on the face of the plat;

"All NATIVE GROWTH PROTECTION AREAS shall be left permanently undisturbed in a substantially natural state. No clearing, grading, filling, building construction or placement, or road construction of any kind shall occur, except removal of hazardous trees. The activities as set forth in UDC 30.91N.010 are allowed when approved by the County."

v. The developer shall pay the County \$1,040.00 per new dwelling unit as mitigation for parks and recreation impacts in accordance with Chapter 30.66A SCC; provided, however, the developer may elect to postpone payment of the mitigation requirement until issuance of a building permit for that lot. The election to postpone payment shall be noted by a covenant placed on the face of the recorded plat and included in the deed for each affected lot within the subdivision.

D. Prior to recording of the final plat:

i. Urban frontage improvements shall be constructed along the parcel's frontage on 83rd Avenue NE to the specifications of the Department of Public Works. [SCC 30.66B.410]

- ii. Pedestrian Facilities shall be constructed to the specifications of the Department of Public Works throughout the development [EDDS].
- iii. A school pedestrian waiting area with a dimension of 10 feet by 15 feet shall have been constructed to the specifications of Department of Public Works at the intersection of the new access with 83rd Avenue NE.
- iv. Native Growth Protection Area boundaries (NGPA) shall have been permanently marked on the site prior to final inspection by the county, with both NGPA signs and adjacent markers which can be magnetically located (e.g.: rebar, pipe, 20 penny nails, etc.). The platator may use other permanent methods and materials provided they are first approved by the county. Where an NGPA boundary crosses another boundary (e.g.: lot, tract, plat, road, etc.), a rebar marker with surveyors' cap and license number must be placed at the line crossing.

NGPA signs shall have been placed no greater than 100 feet apart around the perimeter of the NGPA. Minimum placement shall include one Type 1 sign per wetland, and at least one Type 1 sign shall be placed in any lot that borders the NGPA, unless otherwise approved by the county biologist. The design and proposed locations for the NGPA signs shall be submitted to the Land Use Division for review and approval prior to installation.

- v. The final wetland mitigation plan shall be completely implemented.
- E. In conformity with applicable standards and timing requirements:
- i. The preliminary landscape plan (Exhibit 24) shall be implemented. All required detention facility landscaping shall be installed in accordance with the approved landscape plan.
- F. All development activity shall conform to the requirements of Chapter 30.63A SCC.

Nothing in this permit/approval excuses the applicant, owner, lessee, agent, successor or assigns from compliance with any other federal, state or local statutes, ordinances or regulations applicable to this project.

Preliminary plats which are approved by the county are valid for five (5) years from the date of approval and must be recorded within that time period unless an extension has been properly requested and granted pursuant to SCC 30.41A.300.

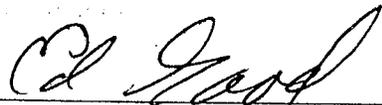
7. Any conclusion in this decision which should be deemed a finding of fact is hereby adopted as such.

DECISION

Based on the findings of fact and conclusions of law entered above, the decision of the Hearing Examiner on the application is as follows:

The requests for a preliminary plat for a 68-lot subdivision and rezone from Residential-9,600 to Residential-7,200 along with a Landscape Modification are hereby **CONDITIONALLY APPROVED**, subject to the conditions set forth in Conclusion No. 6 above.

Decision issued this 13th day of April, 2006.


Ed Good, Deputy Hearing Examiner

EXPLANATION OF RECONSIDERATION AND APPEAL PROCEDURES

The decision of the Hearing Examiner is final and conclusive with right of appeal to the County Council. However, reconsideration by the Examiner may also be sought by one or more parties of record. The following paragraphs summarize the reconsideration and appeal processes. For more information about reconsideration and appeal procedures, please see Chapter 30.72 SCC and the respective Examiner and Council Rules of Procedure.

Reconsideration

Any party of record may request reconsideration by the Examiner. A petition for reconsideration must be filed in writing with the Office of the Hearing Examiner, 2nd Floor, County Administration-East Building, 3000 Rockefeller Avenue, Everett, Washington, (Mailing Address: M/S #405, 3000 Rockefeller Avenue, Everett WA 98201) on or before **APRIL 24, 2006**. There is no fee for filing a petition for reconsideration. **“The petitioner for reconsideration shall mail or otherwise provide a copy of the petition for reconsideration to all parties of record on the date of filing.”** [SCC 30.72.065]

A petition for reconsideration does not have to be in a special form but must: contain the name, mailing address and daytime telephone number of the petitioner, together with the signature of the petitioner or of the petitioner’s attorney, if any; identify the specific findings, conclusions, actions and/or conditions for which reconsideration is requested; state the relief requested; and, where applicable, identify the specific nature of any newly discovered evidence and/or changes proposed by the applicant.

The grounds for seeking reconsideration are limited to the following:

- (a) The Hearing Examiner exceeded the Hearing Examiner’s jurisdiction;
- (b) The Hearing Examiner failed to follow the applicable procedure in reaching the Hearing Examiner’s decision;
- (c) The Hearing Examiner committed an error of law;
- (d) The Hearing Examiner’s findings, conclusions and/or conditions are not supported by the record;
- (e) New evidence which could not reasonably have been produced and which is material to the decision is discovered; or
- (f) The applicant proposed changes to the application in response to deficiencies identified in the decision.

Petitions for reconsideration will be processed and considered by the Hearing Examiner pursuant to the provisions of SCC 30.72.065. Please include the County file number in any correspondence regarding this case.

Appeal

An appeal to the County Council may be filed by any aggrieved party of record. Where the reconsideration process of SCC 30.72.065 has been invoked, no appeal may be filed until the reconsideration petition has been disposed of by the hearing examiner. An aggrieved party need not file a petition for reconsideration but may file an appeal directly to the County Council. If a petition for reconsideration is filed, issues subsequently raised by that party on appeal to the County Council shall be limited to those issues raised in the petition for reconsideration. Appeals shall be addressed to the Snohomish County Council but shall be filed in writing with the Department of Planning and Development Services, 2nd Floor, County Administration-East Building, 3000 Rockefeller Avenue, Everett, Washington (Mailing address: M/S #604, 3000 Rockefeller Avenue, Everett, WA 98201) on or before **APRIL 27, 2006** and shall be accompanied by a filing fee in the amount of five hundred dollars (\$500.00); PROVIDED, that the filing fee shall not be charged to a department of the County or to other than the first appellant; and PROVIDED FURTHER, that the filing fee shall be refunded in any case where an appeal is dismissed without hearing because of untimely filing, lack of standing, lack of jurisdiction or other procedural defect. [SCC 30.72.070]

An appeal must contain the following items in order to be complete: a detailed statement of the grounds for appeal; a detailed statement of the facts upon which the appeal is based, including citations to specific Hearing Examiner findings, conclusions, exhibits or oral testimony; written arguments in support of the appeal; the name, mailing address and daytime telephone number of each appellant, together with the signature of at least one of the appellants or of the attorney for the appellant(s), if any; the name, mailing address, daytime telephone number and signature of the appellant's agent or representative, if any; and the required filing fee.

The grounds for filing an appeal shall be limited to the following:

- (a) The decision exceeded the Hearing Examiner's jurisdiction;
- (b) The Hearing Examiner failed to follow the applicable procedure in reaching his decision;
- (c) The Hearing Examiner committed an error of law; or
- (d) The Hearing Examiner's findings, conclusions and/or conditions are not supported by substantial evidence in the record. [SCC 30.72.080]

Appeals will be processed and considered by the County Council pursuant to the provisions of Chapter 30.72 SCC. Please include the County file number in any correspondence regarding the case.

Staff Distribution:

Department of Planning and Development Services: Bob Pemberton
Department of Public Works: Andrew Smith

The following statement is provided pursuant to RCW 36.70B.130: "Affected property owners may request a change in valuation for property tax purposes notwithstanding any program of revaluation." A copy of this Decision is being provided to the Snohomish County Assessor as required by RCW 36.70B.130.

Parties of Record Register
04 121555 SD JACQUELINE RIDGE
HRG: 3/29/06
04121555 KW UPDATED 4/11/06(KD)

JACQUELINE RIDGE LLC
2717 ROCKEFELLER AV
EVERETT WA 98201

SNO CO PUD NO 1
DEAN SAKSENA
PO BOX 1107
EVERETT WA 98206-1107

SNO CO DEPT OF PUBLIC WORKS
ANDREW SMITH
3000 ROCKEFELLER AVE M/S 607
EVERETT WA 98201

SNO CO DEPT OF PLAN & DEV SERV
BOB PEMBERTON
3000 ROCKEFELLER AVE M/S 604
EVERETT WA 98201

TOBIASON & CO INC
LAUREY TOBIASON
506 NE 73RD ST #1-A
SEATTLE WA 98115

JOHN & LINDA FARMER
8205 83RD AVE NE
MARYSVILLE WA 98270

JAY A FERRELL
8119 83RD AVE NE
MARYSVILLE WA 98270

CENTEX HOMES
KEN WILLIAMS
11241 SLATER AVE NE, SUITE 100
KIRKLAND WA 98033

MARYSVILLE SCHOOL DISTRICT
JOHN BINGHAM
4220 80TH ST NE
MARYSVILLE WA 98270

WA STATE DEPT OF NATURAL RES
TODD OLSON
919 N TOWNSHIP ST
SEDRO WOOLLEY WA 98284-9384

CITY OF ARLINGTON
YVONNE PAGE
238 OLYMPIC AVE
ARLINGTON WA 98223

CITY OF MARYSVILLE
DERYL TAYLOR & LIBBY GRAGE
80 COLUMBIA AVE
MARYVILLE WA 98270

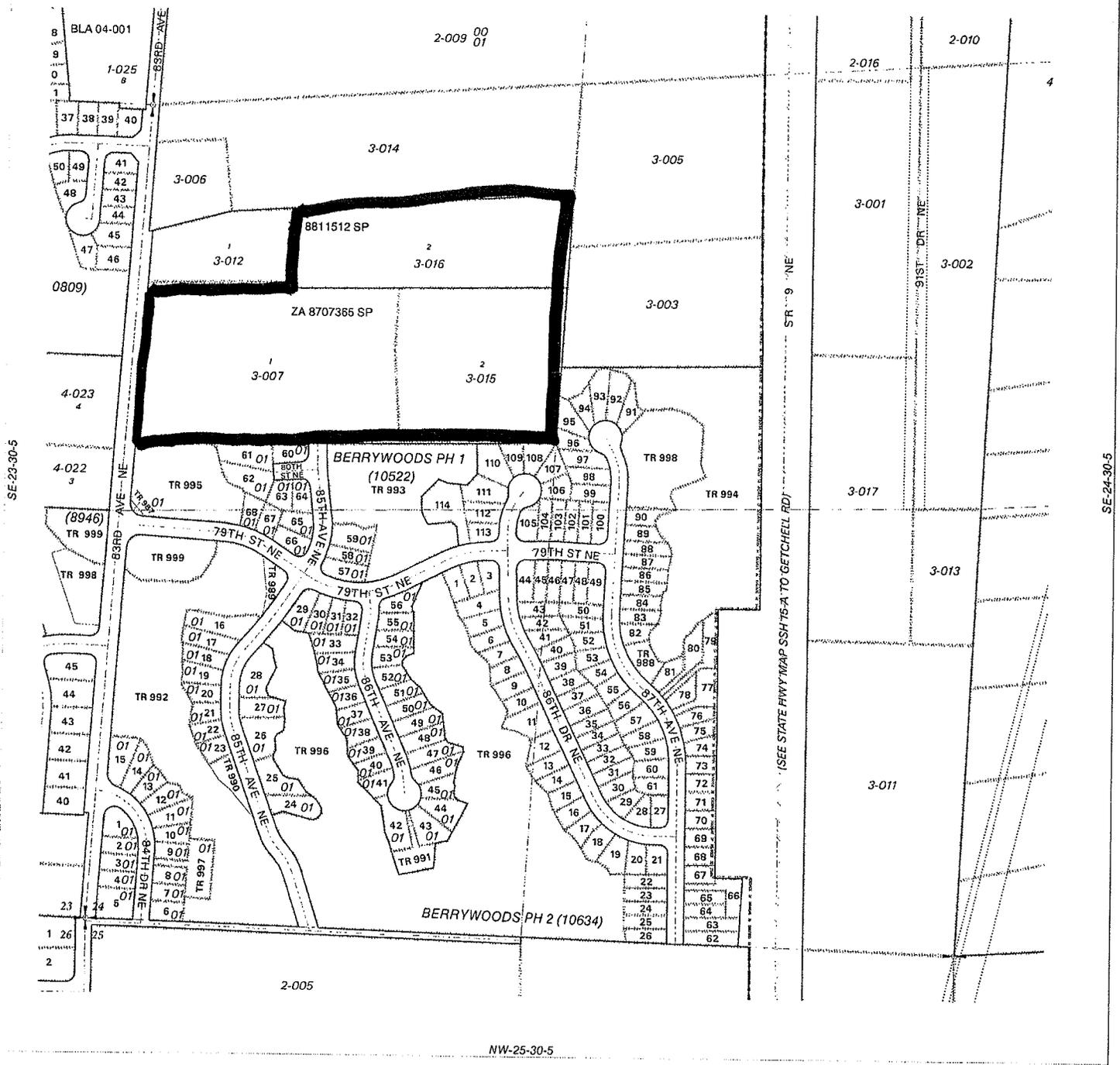
JAY FERRELL
141 E 2ND AVE
SALT LAKE CITY UT 84103

QUARTER	SECTION	TOWNSHIP N.W.B.L.	RANGE E.W.M.
SW	24	30	5

NW-24-30-5

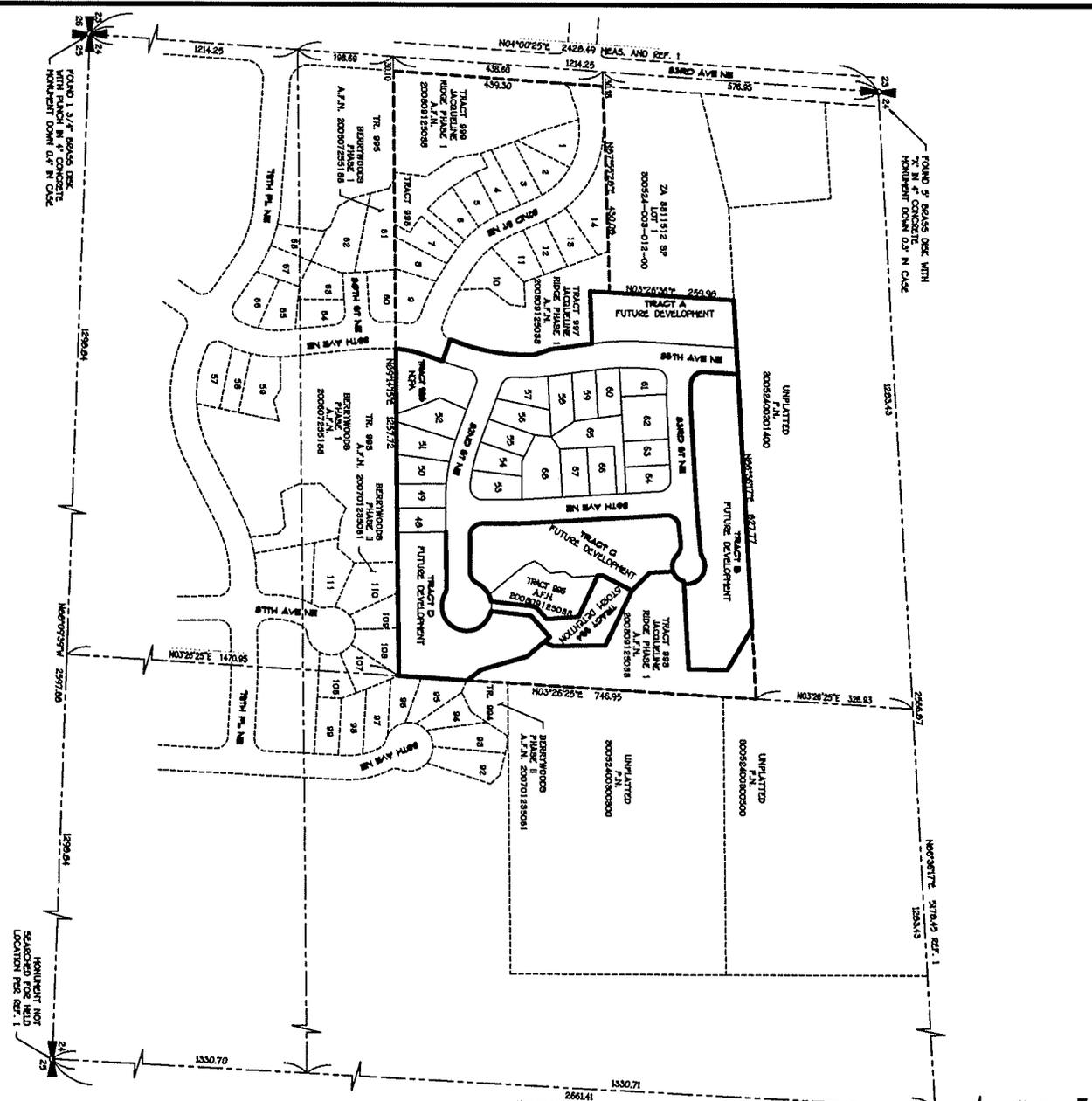
A product of the Snookish County Assessor's Office
Map produced on May 05, 2005

BEFORE A MAP IS FILED FOR RECORD, THE COUNTY ASSESSOR SHALL VERIFY THAT THE MAP IS ACCURATE AND COMPLETE. THE COUNTY ASSESSOR SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THE MAP. THE COUNTY ASSESSOR SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES OR INJURIES RESULTING FROM THE USE OF THE MAP. THE COUNTY ASSESSOR SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES OR INJURIES RESULTING FROM THE USE OF THE MAP.



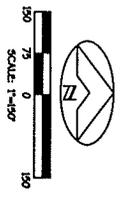
NW-25-30-5

JACQUELINE RIDGE, PHASE 2
 A PORTION OF THE NW 1/4, SECTION 24, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.1/4



NONPARENT NOT RECORDED FOR REF. 1

NONPARENT NOT RECORDED FOR REF. 1



BASIS OF BEARINGS
 BEARINGS BETWEEN THE MONUMENTS FOUND IN PLACE AT THE SOUTHWEST CORNER AND WEST QUARTER CORNER OF SECTION 24, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.1/4, FOR REF. 1.

SURVEY NOTES
 EQUIPMENT: TOTAL STATION AND/OR TOPCON GS 200 ERT GPS
 METHOD: FIELD TRAVERSE AND/OR RTK GPS
 THE CORNER OF THIS FIELD TRAVERSE CONDUCTED DURING THIS SURVEY FEET OR EXCEEDED THE PRESENT CORNER STAKES/STAINS IN PLACE (SEE PLAN-SHEET).
 PHASE 2 AREA = 463333 SQUARE FEET (0.03 ACRES)

REFERENCES
 1. PLAT OF BERNWOODS PHASE 2, RECORDED UNDER SNOHOMISH COUNTY A.P.N. 2007023500L



JACQUELINE RIDGE, PHASE 2
 04-121855 SD/PA-06-028PH2
 NW 1/4, SW 1/4 SEC. 24, TWP. 30 N., R. 5 E., W. 1/4
 SNOHOMISH COUNTY, WASHINGTON
 A.S.P. (ALPA SURVEYOR REGS. NO. 1)
 4727-N. EVERGREEN WAY EVERETT, WA 98203 (425) 252-1044
 FAX: (425) 252-1044
 20063-THURSDAY

FOUND 3" REBAR DECK WITH 1/4" X 1/4" CONCRETE CURB SET DOWN 10" IN CURB

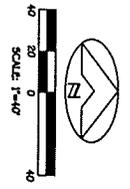
JACQUELINE RIDGE, PHASE 2
A PORTION OF THE NW 1/4 OF THE SW 1/4, SECTION 24, TOWNSHIP 30 NORTH, RANGE 5 EAST, W-1

SEE SHEET 6 FOR CONTINUATION

LEGEND

- INDICATES 24" X 1/2" IRON BAR WITH CAP HANGING L.S. 59975
- FOUND IRON PILE OR ROAD AND CAP (2002) CODE 16279
- MONUMENT PER PHASE 1 A.P.N. 200809125038
- SET STANDARD SNOOKERSH COUNTY MONUMENT.
- BASEL BUILDING SETBACK LINE

SEE SHEET 5 FOR CONTINUATION



DATE	REVISION	BY	DATE
01/15/08	1	WJL	01/15/08
07/27/07	2	WJL	07/27/07
11/07/06	3	WJL	11/07/06
10/03/06	4	WJL	10/03/06
11/03/05	5	WJL	11/03/05

BASEL OF BEARING
NONADJACENT BEARING THE MONUMENTS FOUND IN PLACE BETWEEN THE SOUTHWEST CORNER AND THE EAST CORNER OF SECTION 24, TOWNSHIP 30 NORTH, RANGE 5 EAST, W-1 PER REF. 1

FOUND 1 3/4" REBAR DECK WITH 1/4" X 1/4" CONCRETE CURB SET DOWN 10" IN CURB

A.F. NO.

PAGE 4 OF 6

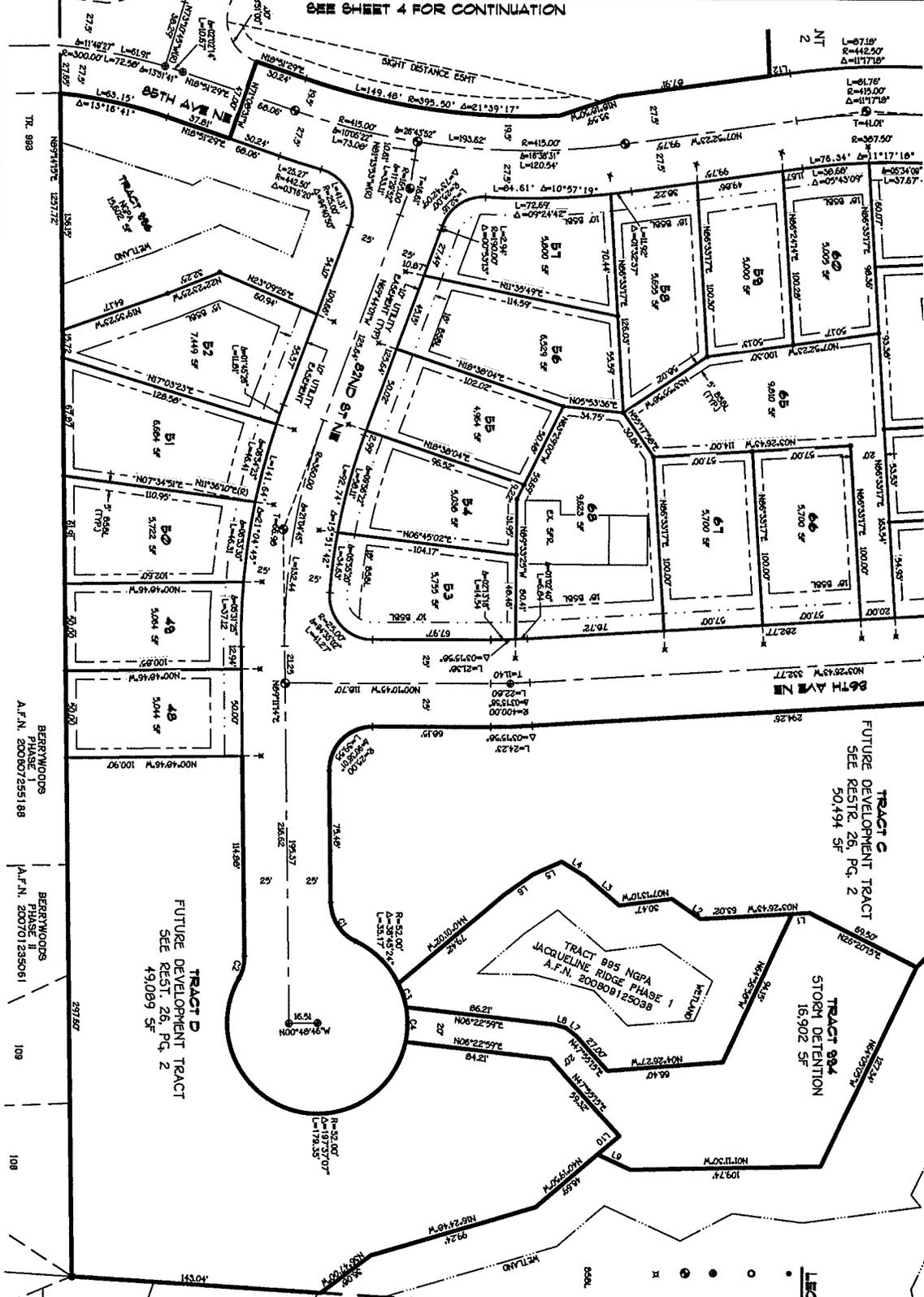
JACQUELINE RIDGE, PHASE 2
24-121556 SD/PA-06-028PH2
NW 1/4, SW 1/4 SEC. 24, TWP. 30 N., R. 5 E., W-1
ASST. CLERK, SNOHOMISH COUNTY, WASHINGTON
4727-A, EVERETT, WA 98203 (425) 252-4004 200605-PHASE2DAG
PER: 1/17/08

SEE SHEET 4 FOR CONTINUATION

SEE SHEET 6 FOR CONTINUATION

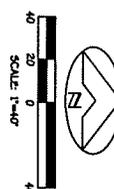
A PORTION OF THE NW 1/4, OF THE SW 1/4, SECTION 24, TOWNSHIP 30 NORTH, RANGE 5 EAST, W-1, CITY OF MARSHVILLE, SNOHOMISH COUNTY, WASHINGTON

JACQUELINE RIDGE, PHASE 2



LEGEND

- INDICATES 24" X 1 1/2" IRON BOLT WITH CAP
- FOUND IRON PIPE OR CABLE AND CAP (RCC) CODE 41539
- NONPENT PER PHASE 1 A/N 20060922006
- SET STANDARD SNOHOMISH COUNTY MONUMENT.
- SET TRAIL IN LALO, W/ANGLER STAMPED "NPT 39937" ON PROPERTY LINE OR EXTENDED 107.9 FEET, OTHERWISE:
- SET TRAIL IN LALO, W/ANGLER STAMPED "NPT 39937" ON PROPERTY LINE OR EXTENDED 107.9 FEET, OTHERWISE:
- BOUNDARY CONTACT LINE



LINE	BEARING	DISTANCE
1	N 89° 54' 30" W	20.00
2	N 89° 54' 30" W	20.00
3	N 89° 54' 30" W	20.00
4	N 89° 54' 30" W	20.00
5	N 89° 54' 30" W	20.00
6	N 89° 54' 30" W	20.00
7	N 89° 54' 30" W	20.00
8	N 89° 54' 30" W	20.00
9	N 89° 54' 30" W	20.00
10	N 89° 54' 30" W	20.00
11	N 89° 54' 30" W	20.00
12	N 89° 54' 30" W	20.00
13	N 89° 54' 30" W	20.00
14	N 89° 54' 30" W	20.00
15	N 89° 54' 30" W	20.00
16	N 89° 54' 30" W	20.00
17	N 89° 54' 30" W	20.00
18	N 89° 54' 30" W	20.00
19	N 89° 54' 30" W	20.00
20	N 89° 54' 30" W	20.00
21	N 89° 54' 30" W	20.00
22	N 89° 54' 30" W	20.00
23	N 89° 54' 30" W	20.00
24	N 89° 54' 30" W	20.00
25	N 89° 54' 30" W	20.00
26	N 89° 54' 30" W	20.00
27	N 89° 54' 30" W	20.00
28	N 89° 54' 30" W	20.00
29	N 89° 54' 30" W	20.00
30	N 89° 54' 30" W	20.00
31	N 89° 54' 30" W	20.00
32	N 89° 54' 30" W	20.00
33	N 89° 54' 30" W	20.00
34	N 89° 54' 30" W	20.00
35	N 89° 54' 30" W	20.00
36	N 89° 54' 30" W	20.00
37	N 89° 54' 30" W	20.00
38	N 89° 54' 30" W	20.00
39	N 89° 54' 30" W	20.00
40	N 89° 54' 30" W	20.00

LINE	BEARING	DISTANCE
1	N 89° 54' 30" W	20.00
2	N 89° 54' 30" W	20.00
3	N 89° 54' 30" W	20.00
4	N 89° 54' 30" W	20.00
5	N 89° 54' 30" W	20.00
6	N 89° 54' 30" W	20.00
7	N 89° 54' 30" W	20.00
8	N 89° 54' 30" W	20.00
9	N 89° 54' 30" W	20.00
10	N 89° 54' 30" W	20.00
11	N 89° 54' 30" W	20.00
12	N 89° 54' 30" W	20.00
13	N 89° 54' 30" W	20.00
14	N 89° 54' 30" W	20.00
15	N 89° 54' 30" W	20.00
16	N 89° 54' 30" W	20.00
17	N 89° 54' 30" W	20.00
18	N 89° 54' 30" W	20.00
19	N 89° 54' 30" W	20.00
20	N 89° 54' 30" W	20.00
21	N 89° 54' 30" W	20.00
22	N 89° 54' 30" W	20.00
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36	N 89° 54' 30" W	20.00
37	N 89° 54' 30" W	20.00
38	N 89° 54' 30" W	20.00
39	N 89° 54' 30" W	20.00
40	N 89° 54' 30" W	20.00

A.F. NO.

BEREYWOODS PHASE 1 A.F.N. 200701255188

BEREYWOODS PHASE 2 A.F.N. 200701255061

TRACT C FUTURE DEVELOPMENT TRACT SEE REST. 26, PG. 2 50,494 SF

TRACT D FUTURE DEVELOPMENT TRACT SEE REST. 26, PG. 2 49,089 SF

TRACT 894 STORAGE DETENTION 16,902 SF

TRACT 895 NPGA JACQUELINE RIDGE PHASE 1 A.F.N. 20060922006

LEGAL DESCRIPTION – JACQUELINE RIDGE PHASE 2

TRACTS A & B, PLAT OF JACQUELINE RIDGE, PHASE 1, ACCORDING TO THE PLAT THEREOF RECORDED UNDER AUDITOR'S FILE NUMBER 200809125038, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON



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

FINAL PLAT CHECK LIST

Plat Name:	<i>Jacqueline Ridge</i>	PA # <i>06076</i>	
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Item	Department	Initials	Date
1. Plat Map- Checked & Approved	Land Dev.		
	Planning		
2. Letter of Segregation to Assessor	Planning		
3. Water System/Sewer System			
Letter of Acceptance	Const. Insp.		
Asbuilts – Including Digital Files	Const. Insp.		
Bill(s) of Sale	Const. Insp.		
Maintenance and Warranty Funding	Const. Insp.		
4. Road/Storm Sewer			
Letter of Acceptance	Const. Insp.		
Asbuilts – Including Digital Files	Const. Insp.		
Bill(s) of Sale	Const. Insp.		
Maintenance and Warranty Funding	Const. Insp.		
5. Performance Bond – Submitted/Approved			
(If Required - Road and Storm Drain Only)	Const. Insp.		
6. Inspection Fees - Calculated and Paid	Const. Insp.		
7. Final Plat Fee - Calculated and Paid	Planning	<i>CDW</i>	<i>10/27/08</i>
8. TIP Fees: <i>Prior to Bldg Permit</i>	Planning	<i>—</i>	
9. Parks Mitigation Fees: <i>Prior to Bldg Permit</i>	Planning	<i>—</i>	
10. School District Mitigation Fees: <i>Prior to Bldg Permit</i>	Planning	<i>—</i>	
11. Signage and Striping Installed	Const. Insp.		
12. Final Grading and TESC Inspection	Const. Insp.		

13. Satisfied Hearing Examiner's Conditions of Approval	Planning		
14. Utility/Recovery/Main Fees	Land Dev.		
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-
EXECUTIVE SUMMARY FOR ACTION**

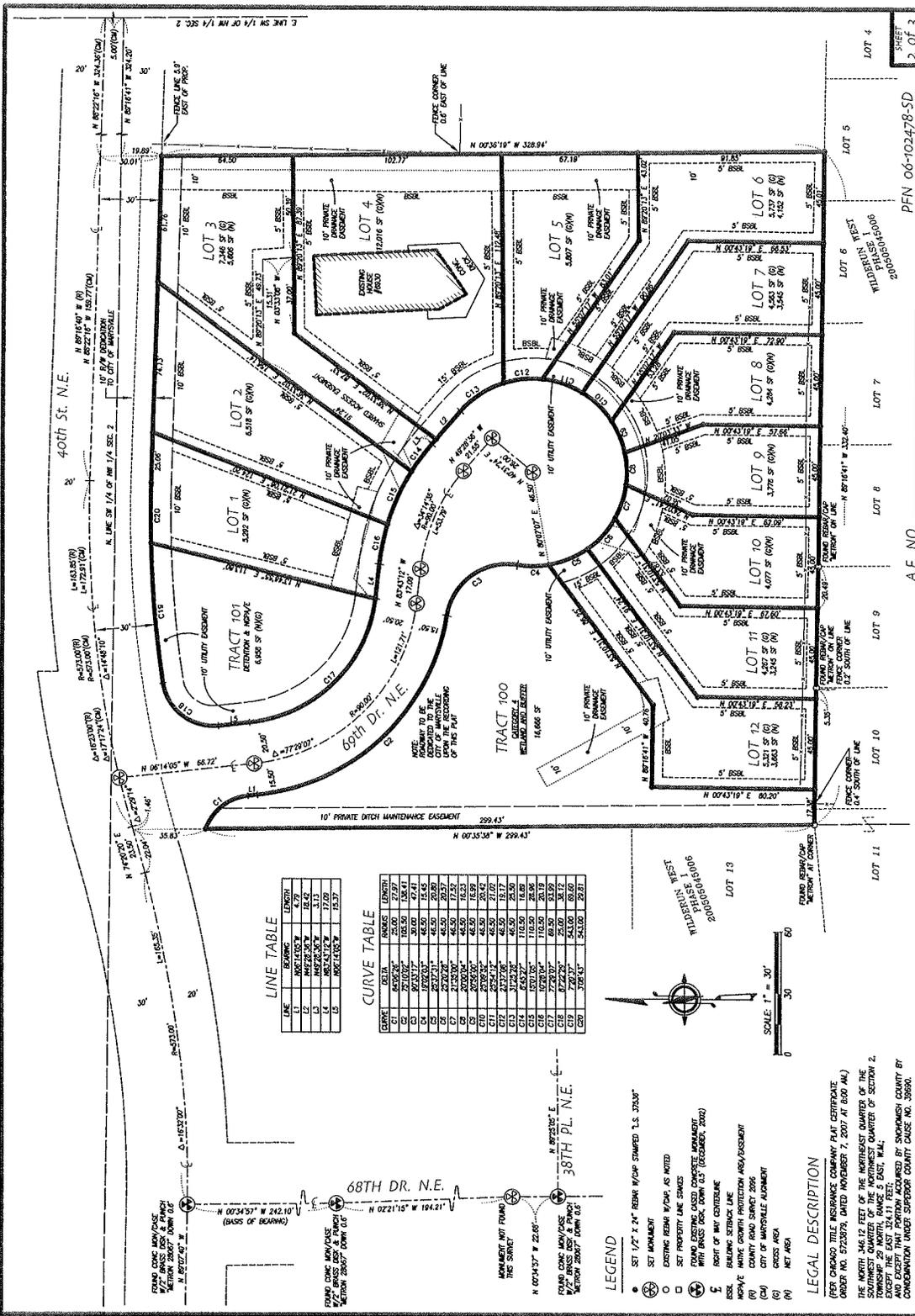
CITY COUNCIL MEETING DATE: December 8, 2008

AGENDA ITEM: ZA06102478 Final Plat of Janie Vista	AGENDA SECTION:	
PREPARED BY: Libby Grage, Associate Planner <i>LSG</i>	AGENDA NUMBER:	
ATTACHMENTS: 1. Vicinity Map 2. Site Plan 3. Snohomish County Staff Recommendation 4. Snohomish County Hearing Examiner Decision dated 03/15/07 5. Final plat checklist	APPROVED BY: <i>[Signature]</i>	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

On March 15, 2007, the Snohomish County Hearing Examiner issued preliminary plat approval for the 12 lot single-family subdivision of "Janie Vista". The plat is generally located on the south side of 40th St. NE, just east of 68th Dr. NE. The subject property was annexed to the City of Marysville on December 1, 2006 (Ord. 2661). The applicant has completed all conditions of approval set forth in the Snohomish County Hearing Examiner decision.

RECOMMENDED ACTION: Planning Staff recommends Council authorize the Mayor to sign the Final Plat Mylar for "Janie Vista".
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COUNCIL ACTION:



LINE TABLE

LINE	BEARING	LENGTH
L1	N 87°14'00" W	45.12
L2	N 87°14'00" W	3.13
L3	N 87°14'00" W	17.09
L4	N 87°14'00" W	15.57

CURVE TABLE

CURVE	DATA	RADIUS	LENGTH
C1	6450.50'	25.00	27.97
C2	2010.00'	50.00	18.41
C3	1000.00'	100.00	15.71
C4	1000.00'	100.00	15.45
C5	2000.00'	50.00	20.89
C6	2000.00'	50.00	17.57
C7	2000.00'	50.00	16.23
C8	2000.00'	50.00	15.89
C9	2000.00'	50.00	15.72
C10	2000.00'	50.00	15.72
C11	2000.00'	50.00	15.72
C12	2000.00'	50.00	15.72
C13	2000.00'	50.00	15.72
C14	2000.00'	50.00	15.72
C15	2000.00'	50.00	15.72
C16	2000.00'	50.00	15.72
C17	2000.00'	50.00	15.72
C18	2000.00'	50.00	15.72
C19	2000.00'	50.00	15.72
C20	2000.00'	50.00	15.72



- LEGEND**
- SET MONUMENT
 - SET 1/2" x 24" REBAR W/DP STAMPED 1.S. 37303*
 - EXISTING REBAR W/DP, AS NOTED
 - SET PROPERTY LINE MARKS
 - FOUND EXISTING CASD CONCRETE MONUMENT WITH BRASS DISK, DOWN 0.5' (DECEMBER, 2002)
 - BEARING STRUCK LINE
 - RIGHT OF WAY CENTERLINE
 - NEPVE WITH GROWTH PROTECTION ABRASIONMENT
 - (R) COUNTY ROAD SURVEY 2005
 - (S) CITY OF MARYSVILLE ALIGNMENT
 - (C) CENTERLINE
 - (M) METERS

LEGAL DESCRIPTION

(PER CHANDLER TITLE INSURANCE COMPANY PLAT CERTIFICATE, ORDER NO. 0228274, DATED NOVEMBER 7, 2007 AT 8:00 AM.)

THE NORTH 146.12 FEET OF THE NORTHWEST QUARTER, OF THE SECTION 28, TOWNSHIP 29 NORTH, RANGE 5 EAST, W4, EXCEPT THE EAST 324.11 FEET, BEING BY SNOHOMISH COUNTY BY CONVEYANCE UNDER SUPERIOR COUNTY CASE NO. 30000.

SITuate in the County of Snohomish, State of Washington.

- NOTES**
1. MARKERS MUST BE A MINIMUM OF 18 FEET FROM ROAD RIGHT OF WAY.
 2. THE CITY OF MARYSVILLE DETERMINED THE CENTERLINE ALIGNMENT OF 69TH ST. S.E. EAST OF THE INTERSECTION WITH 68TH DR. N.E. SAID ALIGNMENT OFFERS FROM COUNTY ROAD SURVEY 2005.

Pacific Coast Surveys, Inc.
 PROFESSIONAL LAND SURVEYING
 P.O. BOX 3286
 EVERETT, WA 98213
 PH. 435-374-3270 FAX 425-374-3441
 WWW.PCSURVEYS.NET

J. RIDGEBACK
 REGISTERED PROFESSIONAL SURVEYOR

EQUIPMENT & PROCEDURES

METHOD OF SURVEY:
 SURVEY PERFORMED BY FIELD TRANSIRE
 LEICA TOPO 1102 ROBOTIC ELECTRONIC TOTAL STATION
 REFLECTORS EXCESSIVE STATE SURVEYORS WAC 332-155-090
 BRASS DISKS
 THE UNADJUSTED CENTERLINE OF 69TH DR. N.E.
 WILDERNESS WEST PHASE I, A.S. NO. 20050304006

PLAT OF
JAMIE VISTA
 CITY OF MARYSVILLE, SNOHOMISH COUNTY, WA
 NW 1/4, SEC. 2, T.29N., R.5E., W.4M.

AF. NO. PFN 06-102478-SD
SHEET 2 OF 3

DRAWN BY: DATE: DRAWING FILE NAME: SCALE: JOB NO.
 JRE 10/18/04 03022478.DWG 1" = 40' 07-1522



Snohomish County

Planning & Development Services
Commercial/Land Use Division

STAFF RECOMMENDATION

Project File Number: 06-102478-000-00-SD
Tax Acct. Number: 290502-002-042-00

Project Name: Janie Vista
Nature of Request: 12 lot subdivision with concurrent rezone from R-9600 to R-7200 utilizing lot size averaging

Hearing Date: March 1, 2007
Date of Report: February 22, 2007

Application Complete: May 22, 2006
120-Day Status: Day 117

Owner/Applicant: Freed Properties LLC
Contact: Joshua Freed
14704 100th Ave NE
Bothell, WA 98011

Acreage: 2.5	Avg. Lot Area: 5,428 square feet	Gross Density: 4.8 du/ac
Lots: 12	Smallest Lot Area: 3,687 square feet	Net Density: 8.0 du/ac
Lot Size Averaging: 7,390 square feet per lot	Open Space: 23,545 square feet	

Location: On the south side of 40th Street NE, 500 feet east of its intersection with 71st Avenue NE, ¼ mile southeast of the Marysville city limits, in Section 2, Township 29 North, Range 5 East, W.M., Snohomish County, Washington.

Current Zoning: R-9,600

Proposed Zoning: R-7,200

Comprehensive Plan

General Policy Plan: Urban Low Density Residential (4-6 d.u/acre)

School District: Marysville No. 25

Fire District: No. 12

Water Source: Snohomish County PUD No. 1

Sewer Service: City of Marysville

RECEIVED

FEB - 7 2006

CITY OF MARYSVILLE
COMMUNITY DEVELOPMENT

Exhibit Number: 35
PFN: 06-102478 SD

EXHIBIT

STAFF RECOMMENDATION:

GRANT Rezone and APPROVE Preliminary Subdivision With CONDITIONS

I. NATURE OF APPLICATION

A. Request

Proposed is a rezone from R-9,600 to R-7,200 with a 12-lot subdivision of 2.48 acres. Utilizing 23,535 square feet of open space, the average lot size is 7,390 square feet. Access to all lots will be by an internal public road connecting to 40th Street NE. Public water and sewer service will be provided. Mitigation fees are to be paid in accordance with Chapters 30.66A, B, and C, SCC, for project impacts to community parks, nearby road system traffic and to the Marysville School District No. 25.

B. Project Chronology/Background

The Janie Vista application was originally submitted to Planning and Development Services (PDS) on May 22, 2006, and was determined on June 19, 2006 to be complete as of the date of submittal for regulatory purposes, but insufficient for further review. A resubmittal of the application was received on November 1, 2006, which was determined on November 15, 2006 to be sufficient for further review. The 120-day clock started on November 15, 2006. As of the hearing date, 117 days of the 120-day review period will have elapsed.

C. Site Description

This 2.5 acre site is square shaped lying south of 40th Street NE. A single family home and gravel driveway are located in the northeast corner of the site. A Category 4 wetland area exists along the west edge of the site, and the remaining land cover consists of grass and landscaping. The topography of the site generally slopes down to the west, toward the wetland.

D. Adjacent Zoning/Uses

At the time of application, the zoning of this site and surrounding properties was R-9,600 in an Urban Growth Area. The surrounding properties are sparsely developed with single family residences and some farming uses. A pending 4-lot short subdivision lies immediately to the southeast. This area has been annexed to the City of Marysville.

II. ISSUES OF CONCERN

No extraordinary or unresolved issues exist for this proposal.

III. PROJECT CONSISTENCY WITH ADOPTED CODES AND POLICIES

A. Parks Mitigation (Chapter 30.66A SCC)

The proposal is within the Centennial Park Service Area No. 306 and is subject to Chapter 30.66A SCC, which requires payment of \$1,361.22 per each new single-family residential unit, to be paid either prior

to plat recording or prior to building permit issuance for each unit. Such payment or contribution of in-kind mitigation is acceptable mitigation for parks and recreation impacts in accordance with county policies.

B. Traffic Mitigation and Road Design Standards
(Title 13 SCC & Chapter 30.66B SCC)

PDS Traffic has reviewed the proposal for compliance with Title 13 and Chapter 30.66B of Snohomish County Code, Snohomish County Engineering Design and Development Standards (EDDS), and the appropriate policies and procedures.

1. Road System Capacity [SCC 30.66B.310]

The impact fee for this proposal is based on the new average daily trips (ADT) generated by single family residences, which is 9.57. This rate comes from the 6th Edition of the ITE Trip Generation Report (code 210). As indicated above the number of new lots that will be created is 11. The development will generate 100.01 new ADT and has a road system capacity impact fee of \$24,201.57 (\$2,200.14/lot) based on \$242/ADT.

2. Concurrency [SCC 30.66B.120]

"Level-of-service" means a qualitative measure describing operational conditions within a traffic stream, and the perception thereof by road users. Level-of-service (LOS) standards may be evaluated in terms such as speed and travel time, freedom to maneuver, traffic interruptions, comfort, convenience, geographic accessibility, and safety. The highway capacity manual defines six levels of service for each type of facility for which analysis procedures are available. They are given letter designations, from A to F, with level-of-service A representing the best operating condition, and level-of-service F the worst.

Since this development will not impact any arterial unit in arrears, nor will it cause any arterial unit to fall in arrears, and does not impact any designated ultimate capacity arterial units, it is deemed concurrent. A concurrency certificate has been included with Public Works' final recommendation, which will expire six calendar years from the date the concurrency determination was made. Prior to the expiration date of the development's concurrency certificate, plat construction shall have been obtained, or a new concurrency determination will be required.

The subject development has been evaluated for concurrency under the provisions of SCC 30.66B.120 and the Department of Public Works has made a preliminary determination that the development is concurrent as of July 1, 2006.

A record of developer obligations documenting the concurrency determination will be prepared by DPW in accordance with the provisions of SCC 30.66B.070. The expiration date of the concurrency determination will be six years from July 1, 2006.

The development has been deemed concurrent on the following basis:

Small or Medium-Sized Development in TSA with no arterial unit in arrears, SCC 30.66B.130(4).

The subject development is located in TSA A, which, as of the date of submittal of the application, had no arterial units in arrears. The subject development generates 7.84 a.m. peak-hour trips and 10.55 p.m. peak-hour trips which is not more than the threshold of 50 peak-hour trips in which case the development would also have to be evaluated under SCC 30.66B.035.

3. Inadequate Road Condition (IRC) [SCC 30.66B.210]

The subject proposal will not impact any IRC locations identified at this time within TSA A with three or more of its p.m. peak hour trips, nor will it create any. Therefore, it is anticipated that mitigation will not be required with respect to inadequate road conditions and no restrictions to building permit issuance or certificate of occupancy/final inspection will be imposed under this section of Chapter 30.66B SCC.

4. Frontage Improvements [SCC 30.66B.410]

The subject property frontage is located along 40th Street SE. Urban/Rural standard frontage improvements are required consisting of 18 of pavement from centerline of right-of-way to the face of a 6 inch vertical curb, a 5 foot planter and 5 foot sidewalk. Construction of frontage improvements is required prior to the recording of the plat unless bonding of improvements is allowed by PDS, in which case construction is required prior to any occupancy of the development.

5. Access and Circulation [SCC 30.66B.420]

Access is proposed from an urban standard public road accessing 40th Street SE. No offsite improvements are expected beyond the urban standard frontage improvements.

The site plan has changed from the original submittal by moving the public road to the western edge of the property. This will require the regarding of 40th Street SE to provide sight distance for the plat entrance. Sight distance analysis has been submitted showing that by the lowering of 40th Street SE by about a foot will provide stopping sight distance and intersection sight distance.

6. Dedication of Right-of-Way [SCC 30.66B.510 and 30.66B.520]

40th Street SE is designated as a non-arterial collector on the County's Arterial Circulation Map. This requires a right-of-way width of 30 feet on each side of the right-of-way centerline. 20 feet of right-of-way presently exists on the development's side of the right-of-way. Therefore, 10 feet of additional right-of-way is required.

7. State Highway Impacts [SCC 30.66B.710]

This development is subject to the Washington State Department of Transportation (WSDOT)/County Interlocal Agreement (ILA) which became effective on applications determined complete on or after December 21, 1997. A voluntary offer, acceptable to the State, signed the applicant indicating their chosen method of fulfilling their mitigation requirement under the ILA, is required prior to providing a final recommendation. Comments from WSDOT have been received indicating that no traffic mitigation will be required.

8. Other Streets and Roads [SCC 30.66B.720]

Public Works will recommend mitigation measures of the development's direct traffic impact on the city, town or other county roads to the approving authority and the approving authority will impose such measures as a condition of approval of the development in conformance with the terms of the interlocal agreement referred to in SCC 30.61.230 between the county and the other agency. An interlocal

agreement has been executed between the County and the Cities of Arlington and Marysville for traffic mitigation for impacts on the City's road system.

A copy of a voluntary offer to pay the City of Marysville mitigation requirements was submitted with the application for the amount of \$28,219.40. Comments dated November 13, 2006 have been received from the City of Marysville that indicate agreement with the \$28,219.40 amount offered for traffic mitigation.

A copy of a voluntary offer to pay the City of Arlington mitigation requirements signed by the applicant was submitted with the application for the amount of \$2,283.60. Comments from the City dated January 11, 2007 indicate the correct amount is \$7,454.81.

There are no other jurisdictions that have an interlocal agreement with the county that will be significantly impacted by the subject development.

9. Transportation Demand Management (TDM) [SCC 30.66B.630]

All new developments in the urban area shall provide transportation demand management measures. Sufficient transportation demand management measures shall be provided to indicate the potential for removing a minimum of five (5) percent of a development's P.M. peak hour trips from the road system. This requirement shall be met by the provisions of site design requirements under SCC 30.66B.640, as applicable, except where the development proposes construction or purchase of specific offsite TDM measures or voluntary payment in lieu of site design, in accordance with SCC 30.66B.620 and 30.66B.625.

It has been determined that the cost of removing one peak hour trip from the road system is approximately \$1,500. This is based on the average cost of one stall in a park and ride lot and the average cost of one "seat" in a 15-passenger van. For a development required to provide TDM, the development's TDM obligation will equal \$1,500 times the required trip reduction percentage times the development's peak hour trip generation. [SCC 30.66B.615]

The applicant has submitted an acceptable TDM plan and will be granted a 5% credit towards the county traffic mitigation obligation. This credit has been calculated into the mitigation obligation shown in section 1 above.

10. Pedestrian Facilities [RCW 58.17.110]

The county is required to make findings regarding safe walking conditions for school children that may reside in the subject development. Comments received from the school district indicate that all school children will be picked up at the intersection of the internal plat road with 40th Street NE. The proposed frontage improvements will provide a safe waiting area for school children waiting for the bus.

C. School Mitigation
(Chapter 30.66C SCC)

The Snohomish County Council amended Chapter 30.66C SCC by Amended Ordinance 97-095, adopted November 17, 1997, which became effective January 1, 1999, in accordance with Amended Ordinance 98-126, to provide for collection of school impact mitigation fees at the time of building permit issuance based upon certified amounts in effect at that time. The subject application was determined to be complete after the effective date of amended Chapter 30.66C SCC. Pursuant to Chapter 30.66C SCC, school impact mitigation fees will be determined according to the Base Fee Schedule in effect for the Marysville School District No. 25, at the time of building permit submittal and collected at the time of

building permit issuance for the proposed units. Credit is to be given for the one existing lot. PDS has included a recommended condition of approval for inclusion within the project decision to comply with the requirements of Chapter 30.66C SCC.

D. Drainage and Grading
(Chapters 30.63A and 30.63B SCC)

Stormwater runoff from the proposed impervious surfaces will be collected and directed by a system of catch basins and pipes to an underground detention vault located in the northwest portion of the site. Following detention and treatment, runoff will be discharged to the existing storm drainage system along the south side of 40th Street NE. Planning and Development Services (Engineering) has reviewed the concept offered and is recommending approval of the project, subject to conditions which would be imposed during full drainage plan review pursuant to Chapter 30.63A SCC. Grading quantities are anticipated to be approximately 1,714 cubic yards of cut and 10,109 cubic yards of fill, primarily for road, drainage facility, and home site construction. Water quality would be controlled during construction by use of silt fences and straw bales in accordance with a Temporary Erosion and Sedimentation Control Plan (TESCP) required by Chapter 30.63A SCC.

E. Critical Areas Regulations
(Chapter 30.62 SCC)

A Category 4 wetland exists along the western property line of the site. Filling of a portion of the wetland for road construction will be compensated for by the provision of additional buffer enhanced by planting native trees and scrubs. The wetland will be protected by minimum 25 foot wide Native Growth Protection Area buffers. PDS has reviewed the Critical Areas Report (Exhibit 6) and determined that the project complies with the critical areas regulations.

F. GMA Comprehensive Plan
(General Policy Plan, GPP)

Four elements of the Snohomish County GMA Comprehensive Plan (GMACP) were adopted pursuant to Ordinance 94-125, which became effective on July 10, 1995. These elements are: the General Policy Plan (GPP); the Transportation Element; the 1995-2000 Capital Facilities Plan; and the Comprehensive Parks & Recreation Plan. On November 27, 1996, effective December 12, 1996, the Council adopted Amended Ordinances 96-074, and 96-071 which amended the map and text of the Snohomish County GMA Comprehensive Plan, and adopted an area-wide rezone within the Urban Growth Areas of the county respectively. This application was complete on May 22, 2006 after the effective date of Amended Ordinances 96-074 and 96-071. This application has been evaluated for consistency with the version of the GMA Comprehensive Plan, which became effective on December 12, 1996, as revised through the completeness date of the application.

The subject property is designated Urban Low Density Residential (ULDR 4-6 DU/Ac) on the GPP Future Land Use map, and is located within an Urban Growth Area (UGA). It is not located within a mapped Growth Phasing Overlay. According to the GPP, the Urban Low Density Residential designation "covers various sub-area plan designations, which allow mostly detached housing developments on larger lot sizes. Land in this category may be developed at a density of four to six dwelling units per acre. Implementing zones include the R-7200, PRD-7200, R-8400, PRD-8400, R-9600, PRD-9600 and WFB zones." PDS finds the requested rezone to be consistent with the General Policy Plan's Urban Low Density Residential designation of the property.

G. Zoning
(Chapter 30.2 SCC)

This project meets zoning code requirements for lot size, including lot size averaging provisions, bulk regulations and other zoning code requirements.

The proposal has been evaluated for compliance with the lot size averaging (LSA) provisions of SCC 30.23.210, which provide that the minimum lot area of the applicable zone is deemed to have been met if the area in lots plus critical areas and their buffers and areas designated as open space or recreational uses, if any, divided by the number of lots proposed, is not less than the minimum lot area requirement. In no case shall the density achieved be greater than the gross site area divided by the underlying zoning. In determining the appropriate calculation, lots may not be less than 3,000 square feet in area, and any lot having an area less than the minimum zoning requirement must provide a minimum lot width of not less than 40 feet, and right-of-way (ROW) setbacks of 15 feet, except that garages must be setback 18 feet from the ROW (except alleys) and corner lots may reduce one ROW setback to no less than 10 feet. Lot coverage for this proposed subdivision is a maximum of 55%

The LSA calculation is as follows:

Area in Lots (65,135 square feet) + Critical Areas and Buffers (19,312 square feet) + Open Space (4,233 square feet) = (88,680 square feet) ÷ (12 of lots proposed) = (7,390) square feet

The minimum zoning requirement is 7,200 square feet. No lot is less than 3,000 square feet, and all lots comply with minimum lot width and setback requirements. Roadways and surface detention/retention facilities are not counted toward the LSA calculations.

PDS concludes that the proposal is consistent with the lot size averaging provisions of SCC 30.23.210. The 12-lots proposed are consistent with the density provisions of Snohomish County's GMA-based zoning regulations under Subtitle 30.2.

H. Environmental Policy
(Chapter 30.61 SCC)

PDS issued a Determination of Nonsignificance (DNS) for the subject application on January 5, 2007 (Exhibit 17). The DNS was not appealed or specifically commented on.

I. Subdivision Code
(Chapter 30.41A SCC)

The proposed plat also meets Chapter 30.41A SCC requirements. A complete application for the proposed plat was received by PDS on May 22, 2006. The proposed plat as conditioned also meets the general requirements under Section 30.41A.100 with respect to health, safety and general welfare of the community. As proposed, the subject lots will not be subject to flood, inundation or swamp conditions. The lots as proposed are outside of all regulated flood hazard areas. As conditioned, the plat will meet all SCC 30.41A.210 design standards for roads.

**J. Plats – Subdivisions - Dedications
(Chapter 58.17 RCW)**

The plat has been reviewed for conformance with criteria established by RCW 58.17.100, .110, .120, and .195. Such criteria require that the plat conform with applicable zoning ordinances and comprehensive plans, and make appropriate provisions for the public health, safety and general welfare, for open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds, and other planning features including safe walking conditions for students.

The proposed plat conforms with applicable zoning codes and the comprehensive plan. There is open space provided within the plat in the form of wetland, and buffer areas, the single-family homes on small lots will be in character with the existing neighborhood. Provisions for adequate drainage have been made in the conceptual plat design which indicates that the final design can conform to Chapter 30.63A SCC and State DOE drainage standards. The plat, as conditioned, will conform to Chapters 30.66A, B and C SCC, satisfying county requirements with respect to parks and recreation, traffic, roads and walkway design standards, and school mitigation. Public water will be supplied by the Snohomish County PUD No. 1 and public sewer service will be provided by the City of Marysville public system.

IV. CONCLUSIONS

- A. The proposal is consistent with the GMACP; GMA-based county codes, the type and character of land use permitted on the project site, the permitted density and applicable design and development standards.
- B. Adequate public services exist to serve the proposal.
- C. If approved with the recommended conditions, the proposal would make adequate provisions for the public health, safety and general welfare.

**V. STAFF RECOMMENDATION
ON BEHALF OF THE EXECUTIVE BRANCH**

GRANTING of the proposed Rezone to R-7,200 and **APPROVAL** of the Preliminary SUBDIVISION of Janie Vista is recommended subject to the following **CONDITIONS**:

CONDITIONS

- A. The preliminary plat received by PDS on November 1, 2006 (Exhibit 11) shall be the approved plat configuration. Changes to the approved plat are governed by SCC 30.41A.330.
- B. Prior to initiation of any further site work; and/or prior to issuance of any development/construction permits by the county:
 - i. All site development work shall comply with the requirements of the plans and permits approved pursuant to Condition A, above.

- ii. The plat shall mark with temporary markers in the field the boundary of all Native Growth Protection Areas (NGPA) required by Chapter 30.62 SCC, or the limits of the proposed site disturbance outside of the NGPA, using methods and materials acceptable to the county.
 - iii. The preliminary plat shall be revised to clearly show the proposed Native Growth Protection Area (NGPA) per SCC 30.62.320.
 - iv. A final mitigation plan based on the *Critical Areas Report* prepared by Seawall Wetland Consulting, Inc., dated May 19, 2006 and the letter provided by Seawall Wetland Consulting, dated October 31, 2006 shall be submitted for review and approval during the construction review phase of this project.
- C. The following additional restrictions and/or items shall be indicated on the face of the final plat:
- i. "The lots within this subdivision will be subject to school impact mitigation fees for the Marysville School District No. 25 to be determined by the certified amount within the Base Fee Schedule in effect at the time of building permit application, and to be collected prior to building permit issuance, in accordance with the provisions of SCC 30.66C.010. Credit shall be given for one existing parcel. Lot 4 shall receive credit."
 - ii. Chapter 30.66B SCC requires the new lot mitigation payments in the amounts shown below for each single-family residential building permit:
 - \$2,200.14 per lot for mitigation of impacts on county roads paid to the county,
 - \$2,565.40 per lot for mitigation of impacts on the City of Marysville streets paid to the city.
 - \$207.60 per lot for mitigation of impacts on the City of Arlington streets paid to the city.
 The developer of this subdivision has elected to defer these payment obligations to a time preceding building permit issuance. Notice of these mitigation payment obligations shall be contained in any deeds involving this subdivision or the lots therein. Once building permit has been issued all mitigation payments shall be deemed paid.
 - iii. Additional right-of-way, parallel and adjacent to the right-of-way centerline of 40th Street SE shall be dedicated along the developments frontage such that 30 feet of right-of-way exists from the centerline of the 40th Street SE right-of-way.
 - iv. All Critical Areas shall be designated Native Growth Protection Areas (NGPA) (unless other agreements have been made) with the following language on the face of the plat:

"All NATIVE GROWTH PROTECTION AREAS shall be left permanently undisturbed in a substantially natural state. No clearing, grading, filling, building construction or placement, or road construction of any kind shall occur, except removal of hazardous trees. The activities as set forth in UDC 30.91.010 are allowed when approved by the County."
 - v. The developer shall pay the County \$1,361.22 per new dwelling unit as mitigation for parks and recreation impacts in accordance with Chapter 30.66A SCC; provided, however, the developer may elect to postpone payment of the mitigation requirement until issuance of a building permit for that lot. The election to postpone payment shall

be noted by a covenant placed on the face of the recorded plat and included in the deed for each affected lot within the subdivision.

D. Prior to recording of the final plat:

- i. Regrading of 40th Street SE to provided adequate sight distance at the plat's access shall have been completed to the satisfaction of the Department of Public Works.
- ii. Construction of urban standard frontage improvements on 40th Street SE shall have been completed.
- iii. Native Growth Protection Area boundaries (NGPA) shall have been permanently marked on the site prior to final inspection by the county, with both NGPA signs and adjacent markers which can be magnetically located (e.g.: rebar, pipe, 20 penny nails, etc.). The platlor may use other permanent methods and materials provided they are first approved by the county. Where an NGPA boundary crosses another boundary (e.g.: lot, tract, plat, road, etc.), a rebar marker with surveyors' cap and license number must be placed at the line crossing.

NGPA signs shall have been placed no greater than 100 feet apart around the perimeter of the NGPA. Minimum placement shall include one Type 1 sign per wetland, and at least one Type 1 sign shall be placed in any lot that borders the NGPA, unless otherwise approved by the county biologist. The design and proposed locations for the NGPA signs shall be submitted to the Land Use Division for review and approval prior to installation.

- iv. The final wetland mitigation plan (wetland and buffer enhancement) shall be completely implemented.

E. All development activity shall conform to the requirements of Chapter 30.63A SCC.

Nothing in this permit/approval excuses the applicant, owner, lessee, agent, successor or assigns from compliance with any other federal, state or local statutes, ordinances or regulations applicable to this project.

Preliminary plats which are approved by the county are valid for five (5) years from the date of approval and must be recorded within that time period unless an extension has been properly requested and granted pursuant to SCC 30.41A.300.



REPORT and DECISION of the SNOHOMISH COUNTY HEARING EXAMINER PRO TEM

DATE OF DECISION: March 15, 2007

PLAT/PROJECT NAME: **JANIE VISTA**

APPLICANT/
LANDOWNER: Joshua Freed, Freed Properties LLC

FILE NO.: 06 102478 SD

TYPE OF REQUEST: **REZONE** from Residential-9600 (R-9600) to Residential-7200 (R-7200) and a 12-lot **SUBDIVISION**

DECISION (SUMMARY): **APPROVED** subject to conditions

Ed Good
Deputy Hearing Examiner

M/S 405
3000 Rockefeller Ave.
Everett, WA 98201

(425) 388-3538
FAX (425) 388-3201

BASIC INFORMATION

GENERAL LOCATION: The property is located at on the south side of 40th Street NE, 500 feet east of its intersection with 71st Avenue NE, ¼ mile southeast of the Marysville city limits, Marysville, WA

ACREAGE: 2.5 acres

DENSITY: 4.8 du/ac (gross)
8.0 du/ac (net)

NUMBER OF LOTS: 12

AVERAGE LOT SIZE: 5,428 square feet

MINIMUM LOT SIZE: 3,687 square feet

OPEN SPACE: 4,233 square feet

CURRENT: R-9600
PROPOSED: R-7200

COMPREHENSIVE PLAN DESIGNATION:
General Policy Plan Designation: Urban Low Density Residential (4-6 du/acre)

RECEIVED

FEB -7 2008

CITY OF MARYSVILLE
COMMUNITY DEVELOPMENT
EXHIBIT
5

UTILITIES:

Water: Snohomish County PUD No. 1
Sewage: City of Marysville

SCHOOL DISTRICT: Marysville

FIRE DISTRICT: No. 12

SELECTED AGENCY RECOMMENDATIONS:

Department of:

Planning and Development Services: Approve subject to conditions
Public Works: Approve subject to conditions

INTRODUCTION

The applicant filed a Master Application on May 22, 2006. (Exhibit 1)

The Department of Planning and Development Services (PDS) gave proper public notice of the open record hearing as required by the county code. (Exhibits 18, 19 and 20)

A SEPA determination of non-significance was made on January 5, 2007. (Exhibit 17) No appeal was filed.

The Examiner held an open record hearing on March 1, 2007, the 117th day of the 120-day decision making period. Witnesses were sworn, testimony was presented, and exhibits were entered at the hearing.

PUBLIC HEARING

The public hearing commenced on March 1, 2007 at 1:00 p.m.

1. The Examiner indicated that he had read the PDS staff report and, reviewed the file and therefore had a general idea of the particular request involved.

The hearing concluded at 1:20 p.m.

NOTE: Audio tapes of this hearing are available in the Office of the Hearing Examiner.

FINDINGS, CONCLUSIONS AND DECISION

FINDINGS:

1. Based on all of the evidence of record, the following Findings of Fact are entered:
2. The master list of Exhibits and Witnesses which is a part of this file and which exhibits were considered by the Examiner, is hereby made a part of this file, as if set forth in full herein.

3. The PDS staff report has correctly analyzed the nature of the application, the issues of concern, the application's consistency with adopted codes and policies and land use regulations, and the State Environmental Protection Act (SEPA) evaluation with its recommendation and conditions. This report is hereby adopted by the Examiner as if set forth in full herein unless otherwise stated below.
4. Ted Irvin, whose property is adjacent to the site, expressed concern that he would be able to continue to maintain the ditch at the property boundary. Applicant is willing to permit such maintenance and to grant any necessary easements to such effect. A condition requiring an easement to such effect should be imposed.
5. The request is for a rezone and, therefore, must be consistent with the GMACP; GMA based county codes. In this regard, the request is consistent with those plans and codes. The type and character of land use permitted on the project site is consistent with the General Policy Plan (GPP) ULDR designation of the property and meets the required regulatory codes as to density, design and development standards.
6. Chapter 30.42A covers rezoning requests and applies to site specific rezone proposals that conform to the Comprehensive Plan. The decision criteria under SCC 30.42A.100 provides as follows:

The hearing examiner may approve a rezone only when all the following criteria are met:

- (1) The proposal is consistent with the comprehensive plan;
- (2) the proposal bears a substantial relationship to the public health, safety, and welfare; and
- (3) where applicable, minimum zoning criteria found in chapters 30.31A through 30.31F SCC are met.

It is the finding of the Examiner that the request meets these requirements generally and should be approved.

7. Staff concludes that the proposal is consistent with the rezone criteria and the Examiner concurs. The proposal is consistent with the comprehensive plan, and by implementing the plan the proposal advances the public health, safety and welfare. Minimum zoning criteria can be satisfied on this site.
8. A request for a rezone must comply with Chapter 30.42A. This is a site specific rezone that conforms to the Comprehensive Plan. Because no substantial evidence was submitted contrary to the requirements of Chapter 30.42A, the evidence is presumed to meet these requirements.
9. The application to rezone the property as requested should be approved.
10. Any Finding of Fact in this Report and Decision, which should be deemed a Conclusion, is hereby adopted as such.

CONCLUSIONS of LAW:

1. The Examiner having fully reviewed the PDS staff report, hereby adopts said staff report as properly setting forth the issues, the land use requests, consistency with the existing regulations, policies, principles, conditions and their effect upon the request. It is therefore hereby adopted by the Examiner as a conclusion as if set forth in full herein, in order to avoid needless repetition.

2. The Department of Public Works recommends that the request be approved as to traffic use subject to certain conditions.
3. The request is consistent with the GMACP; GMA-based County codes; and the type and character of land use permitted on the site and the permitted density with the applicable design and development standards.
4. Any Conclusion in this Report and Decision, which should be deemed a Finding of Fact, is hereby adopted as such.

DECISION:

Based on the findings of fact and conclusions of law entered above, the decision of the Hearing Examiner Pro Tem on the application is as follows:

The requests to **REZONE** the property from R-9600 to R-7200, and for approval of the **PRELIMINARY PLAT** of *JANIE VISTA* are hereby **APPROVED**, subject to compliance by the applicant with the following Conditions:

CONDITIONS

- A. The preliminary plat received by PDS on November 1, 2006 (Exhibit 11) shall be the approved plat configuration. Changes to the approved plat are governed by SCC 30.41A.330.
- B. Prior to initiation of any further site work; and/or prior to issuance of any development/construction permits by the county:
 - i. All site development work shall comply with the requirements of the plans and permits approved pursuant to Condition A, above.
 - ii. The platlor shall mark with temporary markers in the field the boundary of all Native Growth Protection Areas (NGPA) required by Chapter 30.62 SCC, or the limits of the proposed site disturbance outside of the NGPA, using methods and materials acceptable to the county.
 - iii. The preliminary plat shall be revised to clearly show the proposed Native Growth Protection Area (NGPA) per SCC 30.62.320.
 - iv. A final mitigation plan based on the *Critical Areas Report* prepared by Seawall Wetland Consulting, Inc., dated May 19, 2006 and the letter provided by Seawall Wetland Consulting, dated October 31, 2006 shall be submitted for review and approval during the construction review phase of this project.
- C. The following additional restrictions and/or items shall be indicated on the face of the final plat:
 - i. "The lots within this subdivision will be subject to school impact mitigation fees for the Marysville School District No. 25 to be determined by the certified amount within the Base Fee Schedule in effect at the time of building permit application, and to be collected prior to building

permit issuance, in accordance with the provisions of SCC 30.66C.010. Credit shall be given for one existing parcel. Lot 4 shall receive credit.”

- ii. Chapter 30.66B SCC requires the new lot mitigation payments in the amounts shown below for each single-family residential building permit:

\$2,200.14 per lot for mitigation of impacts on county roads paid to the county,

\$2,565.40 per lot for mitigation of impacts on the City of Marysville streets paid to the city.

\$207.60 per lot for mitigation of impacts on the City of Arlington streets paid to the city.

The developer of this subdivision has elected to defer these payment obligations to a time preceding building permit issuance. Notice of these mitigation payment obligations shall be contained in any deeds involving this subdivision or the lots therein. Once building permit has been issued all mitigation payments shall be deemed paid.

- iii. Additional right-of-way, parallel and adjacent to the right-of-way centerline of 40th Street SE shall be dedicated along the developments frontage such that 30 feet of right-of-way exists from the centerline of the 40th Street SE right-of-way.

- iv. All Critical Areas shall be designated Native Growth Protection Areas (NGPA) (unless other agreements have been made) with the following language on the face of the plat;

“All NATIVE GROWTH PROTECTION AREAS shall be left permanently undisturbed in a substantially natural state. No clearing, grading, filling, building construction or placement, or road construction of any kind shall occur, except removal of hazardous trees. The activities as set forth in UDC 30.91.010 are allowed when approved by the County.”

- v. The developer shall pay the County \$1,361.22 per new dwelling unit as mitigation for parks and recreation impacts in accordance with Chapter 30.66A SCC; provided, however, the developer may elect to postpone payment of the mitigation requirement until issuance of a building permit for that lot. The election to postpone payment shall be noted by a covenant placed on the face of the recorded plat and included in the deed for each affected lot within the subdivision.

D. Prior to recording of the final plat:

- i. Regrading of 40th Street SE to provided adequate sight distance at the plat’s access shall have been completed to the satisfaction of the Department of Public Works.
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sign shall be placed in any lot that borders the NGPA, unless otherwise approved by the county biologist. The design and proposed locations for the NGPA signs shall be submitted to the Land Use Division for review and approval prior to installation.

- iv. The final wetland mitigation plan (wetland and buffer enhancement) shall be completely implemented.
- E. All development activity shall conform to the requirements of Chapter 30.63A SCC.
- F. Applicant shall grant an easement to adjacent property owner Ted Irvin which will allow him and his successors the right to maintain the ditch which lies between the subject property and Irvin's property.

Nothing in this permit/approval excuses the applicant, owner, lessee, agent, successor or assigns from compliance with any other federal, state or local statutes, ordinances or regulations applicable to this project.

Preliminary plats which are approved by the county are valid for five (5) years from the date of approval and must be recorded within that time period unless an extension has been properly requested and granted pursuant to SCC 30.41A.300.

Decision issued this 15th day of March, 2007.


Gordon Crandall, Hearing Examiner Pro Tem

EXPLANATION OF RECONSIDERATION AND APPEAL PROCEDURES

The decision of the Hearing Examiner is final and conclusive with right of appeal to the County Council. However, reconsideration by the Examiner may also be sought by one or more parties of record. The following paragraphs summarize the reconsideration and appeal processes. For more information about reconsideration and appeal procedures, please see Chapter 30.72 SCC and the respective Examiner and Council Rules of Procedure.

Reconsideration

Any party of record may request reconsideration by the Examiner. A petition for reconsideration must be filed in writing with the Office of the Hearing Examiner, 2nd Floor, County Administration-East Building, 3000 Rockefeller Avenue, Everett, Washington, (Mailing Address: M/S #405, 3000 Rockefeller Avenue, Everett WA 98201) on or before **March 26, 2007**. There is no fee for filing a petition for reconsideration. **"The petitioner for reconsideration shall mail or otherwise provide a copy of the petition for reconsideration to all parties of record on the date of filing."** [SCC 30.72.065]

A petition for reconsideration does not have to be in a special form but must: contain the name, mailing address and daytime telephone number of the petitioner, together with the signature of the petitioner or of the petitioner's attorney, if any; identify the specific findings, conclusions, actions and/or conditions for which reconsideration is requested; state the relief requested; and, where applicable, identify the specific nature of any newly discovered evidence and/or changes proposed by the applicant.

The grounds for seeking reconsideration are limited to the following:

- (a) The Hearing Examiner exceeded the Hearing Examiner's jurisdiction;
- (b) The Hearing Examiner failed to follow the applicable procedure in reaching the Hearing Examiner's decision;
- (c) The Hearing Examiner committed an error of law;
- (d) The Hearing Examiner's findings, conclusions and/or conditions are not supported by the record;
- (e) New evidence which could not reasonably have been produced and which is material to the decision is discovered; or
- (f) The applicant proposed changes to the application in response to deficiencies identified in the decision.

Petitions for reconsideration will be processed and considered by the Hearing Examiner pursuant to the provisions of SCC 30.72.065. Please include the County file number in any correspondence regarding this case.

Appeal

An appeal to the County Council may be filed by any aggrieved party of record. Where the reconsideration process of SCC 30.72.065 has been invoked, no appeal may be filed until the reconsideration petition has been disposed of by the hearing examiner. An aggrieved party need not file a petition for reconsideration but may file an appeal directly to the County Council. If a petition for reconsideration is filed, issues subsequently raised by that party on appeal to the County Council shall be limited to those issues raised in the petition for reconsideration. Appeals shall be addressed to the Snohomish County Council but shall be filed in writing with the Department of Planning and Development Services, 2nd Floor, County Administration-East Building, 3000 Rockefeller Avenue, Everett, Washington (Mailing address: M/S #604, 3000 Rockefeller Avenue, Everett, WA 98201) on or before March 29, 2007 and shall be accompanied by a filing fee in the amount of five hundred dollars (\$500.00); PROVIDED, that the filing fee shall not be charged to a department of the County or to other than the first appellant; and PROVIDED FURTHER, that the filing fee shall be refunded in any case where an appeal is dismissed without hearing because of untimely filing, lack of standing, lack of jurisdiction or other procedural defect. [SCC 30.72.070]

An appeal must contain the following items in order to be complete: a detailed statement of the grounds for appeal; a detailed statement of the facts upon which the appeal is based, including citations to specific Hearing Examiner findings, conclusions, exhibits or oral testimony; written arguments in support of the appeal; the name, mailing address and daytime telephone number of each appellant, together with the signature of at least one of the appellants or of the attorney for the appellant(s), if any; the name, mailing address, daytime telephone number and signature of the appellant's agent or representative, if any; and the required filing fee.

The grounds for filing an appeal shall be limited to the following:

- (a) The decision exceeded the Hearing Examiner's jurisdiction;
- (b) The Hearing Examiner failed to follow the applicable procedure in reaching his decision;
- (c) The Hearing Examiner committed an error of law; or
- (d) The Hearing Examiner's findings, conclusions and/or conditions are not supported by substantial evidence in the record. [SCC 30.72.080]

Appeals will be processed and considered by the County Council pursuant to the provisions of Chapter 30.72 SCC. Please include the County file number in any correspondence regarding the case.

Staff Distribution:

~~REDACTED~~

The following statement is provided pursuant to RCW 36.70B.130: "Affected property owners may request a change in valuation for property tax purposes notwithstanding any program of revaluation." A copy of this Decision is being provided to the Snohomish County Assessor as required by RCW 36.70B.130.

Parties of Record Register
06 102478 SD JANIE VISTA
HRG: 3/1/07
06102478 KW

FREED LLC
JOSHUA FREED
14704 100TH AVE NE
BOTHELL WA 98011

SNO CO PUD NO 1
DEAN SAKSENA/LAURIE WADE
PO BOX 1107
EVERETT WA 98206-1107

WA ST DEPT OF TRANSPORTATION
GEORGE CHAMBERS
PO BOX 330310
SEATTLE WA 98133-9710

STILLAGUAMISH TRIBE
VICTORIA YEAGER
PO BOX 277
ARLINGTON WA 98223-0277

SNOHOMISH HEALTH DIST
BRENT RAASINA
3020 RUCKER AVE SUITE 104
EVERETT WA 98201-3900

SNO CO PLANNING & DEVEL SVCS
BOB PEMBERTON
3000 ROCKEFELLER AVE M/S 604
EVERETT WA 98201

TED IRVIN
6828 40TH ST NE
MARYSVILLE WA 98270-6916

ROGER CECIL
10117 MAIN STREET
BOTHELL WA 98011

CORNERSTONE GEOTECHNICAL
INC
GREG KING
17625 130TH AVE NEC102
WOODINVILLE WA 98072

THE TRANSPO GROUP
MICHAEL SWENSON
11730 118TH AVE NESUITE 600
KIRKLAND WA 98034-7120

SEWALL WETLAND CONSULTING
ED SEWALL
1103 W MEEKER ST
KENT WA 98032-5751

MARYSVILLE SCHOOL DISTRICT
JOE LEGARE
4220 80TH ST NE
MARYSVILLE WA 98270

CITY OF MARYSVILLE
LIBBY GRAGE
80 COLUMBIA AVE
MARYSVILLE WA 98270

CITY OF ARLINGTON
YVONNE PAGE
238 N OLYMPIC AVE
ARLINGTON WA 98223



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

FINAL PLAT CHECK LIST

Plat Name: Janie Vista PA# ZA# 06102478

Item	Department	Initials	Date
1. Plat Map- Checked & Approved	Land Dev.	AD	11/17/08
	Planning	JBY	11/18/08
2. Letter of Segregation to Assessor	Planning	JBY	11/19/08
3. Water System/Sewer System			
Letter of Acceptance	Const. Insp.	(S)	11.17.08
Asbuilts – Including Digital Files	Const. Insp.	(S)	11.14.08
Bill(s) of Sale	Const. Insp.	(S)	10.30.08
Maintenance and Warranty Funding	Const. Insp.	(S)	11.14.08
4. Road/Storm Sewer			
Letter of Acceptance	Const. Insp.	11.17.08 (S)	
Asbuilts – Including Digital Files	Const. Insp.	(S)	11.14.08
Bill(s) of Sale	Const. Insp.	(S)	11.07.08
Maintenance and Warranty Funding	Const. Insp.	(S)	11.14.08
5. Performance Bond – Submitted/Approved		N/A	N/A
(If Required - Road and Storm Drain Only)	Const. Insp.	N/A	N/A
6. Inspection Fees - Calculated and Paid	Const. Insp.	(S)	11/13/08
7. Final Plat Fee - Calculated and Paid	Planning	JBY	11/4/08
8. TIP Fees: <u>Due prior to BP issuance</u>	Planning	—	—
9. Parks Mitigation Fees: <u>Due prior to BP issuance</u>	Planning	—	—
10. School District Mitigation Fees: <u>Due prior to BP issuance</u>	Planning	—	—
11. Signage and Striping Installed	Const. Insp.	JT by (S)	11.17.08
12. Final Grading and TESC Inspection	Const. Insp.	(S)	11.17.08

13. Satisfied Hearing Examiner's Conditions of Approval	Planning	FBH	11/17/08
14. Utility/Recovery/Main Fees	Land Dev.	QJ	11/17/08

Plat Approved for Recording:

Community Development Director: *[Signature]*

Date: 11/21/08

City Engineer: *[Signature]*

Date: 11/19/08

Note: The final plat will not be scheduled before the City Council until this checklist is complete.

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 8, 2008

AGENDA ITEM: Project Acceptance: Edward Springs 327 Zone Reservoir	AGENDA SECTION: New Business
PREPARED BY: David Zull, Project Manager I 	AGENDA NUMBER:
ATTACHMENTS: Notice of Physical Completion Location Map	APPROVED BY: 
	MAYOR CAO
BUDGET CODE: 40220594.563000 W0504	AMOUNT:

The City Council awarded the “Edward Springs 327 Zone Reservoir” contract to CBI Services, Inc., on May 14, 2007, in the amount of \$1,391,946.50, including State Sales Tax. CBI Services completed the work for this project on July 28, 2008. The project contract was completed at a total cost of \$1,449,999.86.

The work performed under this Contract was inspected by Gray & Osborne and City Engineering staff and found to be physically complete in accordance with the approved plans and specifications. Staff recommends Council’s acceptance of the project for closeout.

RECOMMENDED ACTION: Public Works Staff recommends City Council acceptance of the Edward Springs 327 Zone Reservoir project to start the 45-day lien filing period for project closeout.
COUNCIL ACTION:



Gray & Osborne, Inc.
CONSULTING ENGINEERS

October 30, 2008

Mr. David Zull, P.E.
Project Manager
City of Marysville
Public Works Department
80 Columbia Avenue
Marysville, Washington 98270

SUBJECT: FINAL PROGRESS ESTIMATE NO. 10, EDWARD SPRINGS
337 ZONE RESERVOIR
CITY OF MARYSVILLE, SNOHOMISH COUNTY, WASHINGTON
G&O #06540.00

Dear Mr. Zull:

We have enclosed Progress Estimate No. 10, which is the final progress estimate for this project.

The project has been completed in compliance with the Contract. We therefore recommend the City accept the project as complete.

After the City has accepted the project as complete, the City needs to:

1. Date, sign, and forward to the Washington State Department of Revenue the completed "Notice of Completion of Public Works Contract" form that is enclosed.

The retainage bond may be released to the contractor immediately upon the completion of the following items:

1. Forty-five days have elapsed since the date of project acceptance as indicated in the City Council meeting minutes.
2. The City receives the State Department of Revenue "Certificate of Payment of State Excise Taxes by Public Works Contractor" (RCW 60.28).



Mr. David Zull, P.E.
October 30, 2008
Page 2

3. The City receives the "Certificate of Payment of Contribution Penalties and Interest on Public Works Contract" from the Washington State Employment Security Department.
4. There are no claims or liens filed for labor and materials furnished on this Contract.
5. "Affidavit of Wages Paid" is on file with the Owner for the contractor and all subcontractors, regardless of tier.
6. The City verifies with the Department of Labor & Industries that the contractor and his subcontractors are up to date with Worker's Compensation Premiums. The status of a contractor's industrial insurance account may be accessed on <https://fortress.wa.gov/lni/crpsi/>.

Please contact the undersigned if you have any questions or concerns regarding these matters.

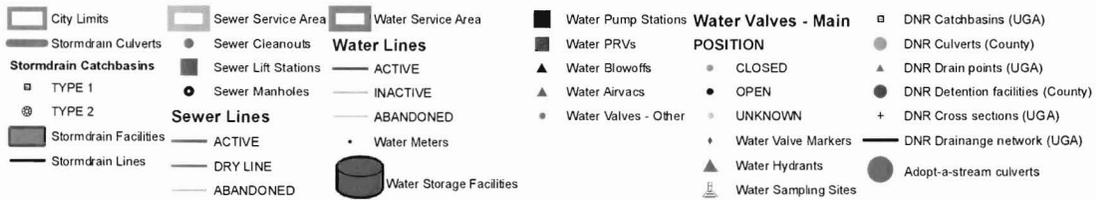
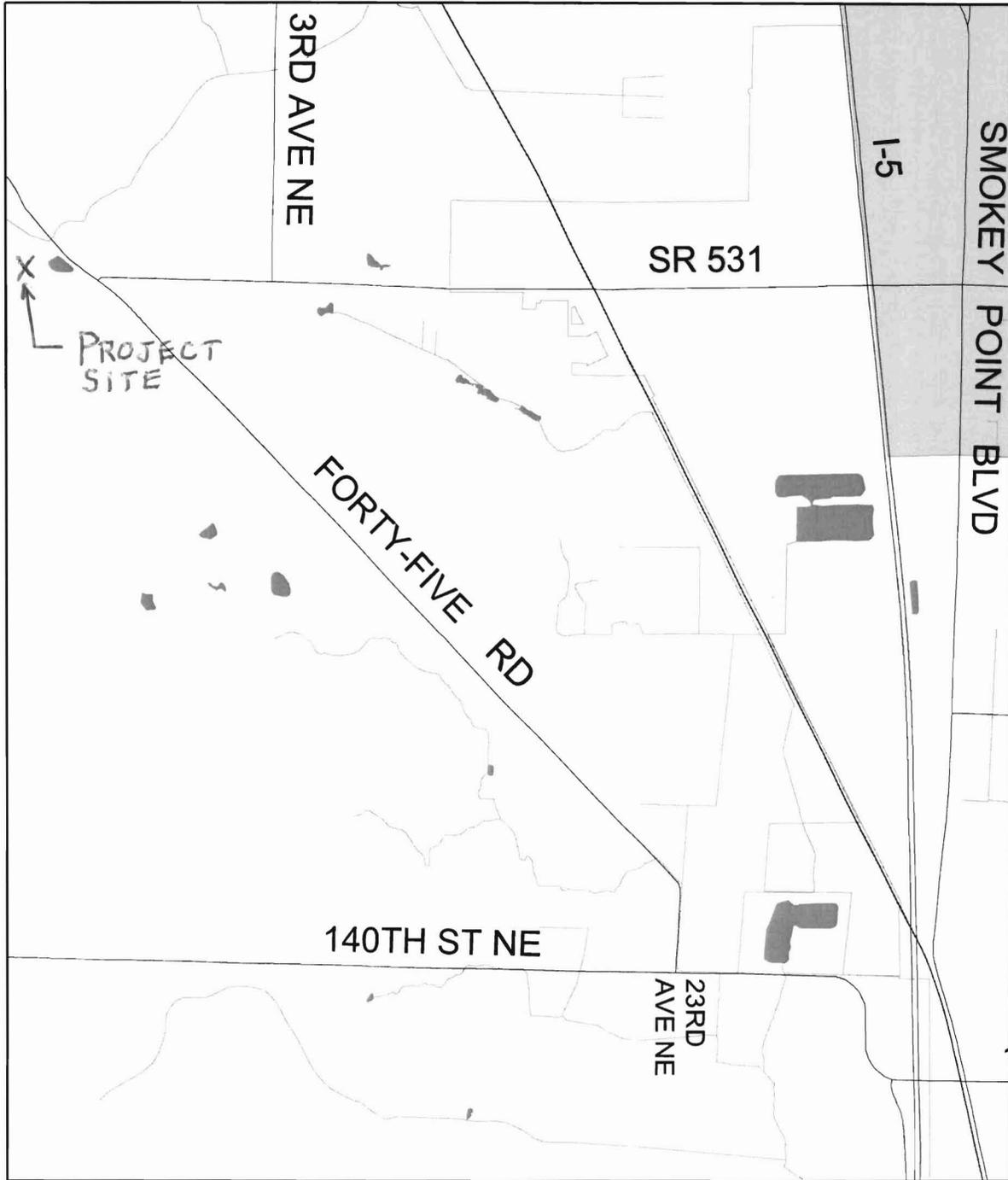
Very truly yours,

GRAY & OSBORNE, INC.

Kenneth E. Enns, P.E.

KEE/hhj
Encl.

cc: Mr. Graham Wendt, CBI Services, Inc.



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

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 8, 2008

AGENDA ITEM: Authorizing the Mayor to sign an Interlocal agreement for the Smokey Point Fire Station to the Stillaguamish Water Filtration Plant fiber network conduit.	AGENDA SECTION:	
PREPARED BY: Worth Norton, Information Services Manager Ryan Morrison, Engineering Aide	AGENDA NUMBER:	
ATTACHMENTS 1. Interlocal agreement for Smokey Point fiber network 2. Conduit utility easement and temporary construction easement between the City of Arlington and Marysville.	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

This Interlocal agreement will provide a conduit pathway on Arlington Airport property from the proposed Smokey Point Fire Station on the corner of 172nd and 43rd to the Stillaguamish Water Filtration Plant. This pathway will be used to extend the City of Marysville’s fiber network to the Stillaguamish Water Filtration Plant.

Additionally, in the future when the Smokey Point fire station is built, this will provide network connectivity from the City of Marysville and the Marysville Fire District to the new fire station and also the City of Arlington’s network.

RECOMMENDED ACTION: City staff recommends that the City Council authorizes the Mayor to sign the attached Interlocal agreement for Smokey Point fiber network
COUNCIL ACTION:

AFTER RECORDING RETURN TO:

City of Marysville
1049 State Street
Marysville, WA 98270

INTERLOCAL AGREEMENT FOR SMOKEY POINT FIBER NETWORK
Between the City of Arlington
And
The City of Marysville

This INTERLOCAL AGREEMENT is made and entered into by and between the CITY OF MARYSVILLE ("Marysville"), and the CITY OF ARLINGTON ("Arlington") both Municipal Corporations.

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

1. PURPOSE / GOALS / OBJECTIVES.

A. Main Purpose.

1. Fiber network connectivity from the City of Marysville to the Stillaguamish water filtration plant.
2. Future fiber network connectivity between the City of Arlington Fire Department and the Marysville Fire District.

B. Operational Objectives

1. Easement for underground conduit from the City of Arlington's traffic vault on the NE corner of 172nd and 43rd to the Stillaguamish water filtration plant via existing ROW on Arlington Airport property.
2. The right for Black Rock Cable Inc. to use one pathway in the City of Arlington owned conduit from the South side of 172nd to the traffic vault on the NE corner of 172nd and 43rd.

3. The right for the City of Arlington to use one pathway in the conduit from the City of Arlington's traffic vault on the NE corner of 172nd and 43rd to any of the City of Marysville installed pull vaults on Arlington Airport property.

4. A shared vault on fire station property for use by the City of Arlington to connect conduit and Black Rock Cable Inc. fiber to the new Smokey Point fire station.

2. ROLES AND RESPONSIBILITIES OF THE PARTIES.

A. Costs.

1. The City of Marysville will be responsible for all costs associated with installing and maintaining conduit and vaults between the City of Arlington's traffic vault on the NE corner of 172nd and 43rd and the Stillaguamish water filtration plant

2. The City of Arlington will be responsible for all costs associated with installing and maintaining the conduit from the South side of 172nd to and including the City of Arlington's traffic vault on the NE corner of 172nd and 43rd.

3. The City of Marysville will be responsible for all costs for Black Rock Cable Inc. to pull fiber through the City of Arlington and City of Marysville conduits starting on the South side of 172nd and terminating at the Stillaguamish water filtration plant.

B. Build Out.

1. The City of Arlington will provide placement information for the shared vault and conduit paths on fire station property.

2. The City of Arlington will provide conduit from the South side of 172nd to and including a vault at the NE corner of 172nd and 43rd for use by the City of Arlington's traffic department and Black Rock Cable Inc.

3. The City of Marysville will install conduit and necessary vaults from the City of Arlington's traffic vault on the NE corner of 172nd and 43rd to the Stillaguamish water filtration plant.

4. The City of Marysville will install one utility pole directly north of the Stillaguamish water filtration plant in Arlington Airport ROW for the final aerial connection into the building.

5. The City of Marysville will restore disturbed areas to conditions similar or better than existing and will place all vaults flush to the ground to minimize hazards.

3. PARTIES / POINTS OF CONTACT.

City of Arlington

Paul Ellis, Assistant to the City Administrator for Special Projects
pellis@ci.arlington.wa.us

Rob Putnam, Airport Manager
rputnam@ci.arlington.wa.us

Bryan Terry, Information Services Manager
bterry@ci.arlington.wa.us

City of Marysville

Ryan Morison, Project Engineer
rmorrison@marysvillewa.gov

Worth Norton, Information Services Manager
wnorton@marysvillewa.gov

Chris Brown, Network Administrator
chris.brown@marysvillewa.gov

4. No separate legal or administrative entity is intended to be created pursuant to this Agreement. No obligation, except as stated herein, shall be created between the parties or between the parties and any applicable bidder or contractor.

5. DURATION AND NOTICE:

This Agreement shall continue in force from _____ to _____ and shall automatically renew for one year periods of time until canceled by either party, which cancellation may be effected upon receipt by one of the parties of the _____ days written notice of cancellation of the other party. Written Notice will be sent to the following addresses

City of Marysville.

City of Arlington.

6. SEVERABILITY.

In the event any provisions of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provisions shall be enforced and valid to the extent permitted by law. All provisions of this Agreement are severable and the unenforceability or invalidity of a single provision herein shall not effect the remaining provisions.

7. GOVERNING LAW AND VENUE.

This Agreement shall be governed by the laws of the State of Washington and venue for any lawsuit shall be in the Snohomish County Superior Court.

8. ATTORNEY'S FEES.

In the event it is necessary for either party to utilize the services of an attorney to enforce any of the terms or this Agreement, such enforcing party shall be entitled to compensation for its reasonable attorney's fees and costs. In the event of litigation regarding any terms of this Agreement, the substantially prevailing party shall be entitled, in addition to other relief, to such reasonable attorney's fees and costs as determined by the Court.

9. SAVINGS CLAUSE.

Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Agreement and any statute, law, public regulation or ordinance, the latter shall prevail, but in such event, the provisions of this Agreement affected shall be curtailed and limited only the extent necessary to bring it within legal requirements.

10. FILING.

This Agreement shall be filed with the Snohomish County Auditor's Office pursuant to RCW 39.34.040.

11. AUTHORITY TO SIGN.

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

12. EFFECTIVE DATE.

_____, 2008

IN WITNESS WHEREOF, the parties have hereunto set their hands

CITY OF ARLINGTON

CITY OF MARYSVILLE

By _____
MARGARET LARSON, Mayor

By _____
DENNIS KENDALL, Mayor

DATE: _____

DATE: _____

APPROVED as to form:

APPROVED as to form:

STEVEN J. PEIFFLE, City Attorney

GRANT K. WEED, City Attorney

AFTER RECORDING RETURN TO:

City of Marysville
1049 State Avenue
Marysville, WA 98270

**CITY OF MARYSVILLE
CONDUIT / UTILITY EASEMENT AND
TEMPORARY CONSTRUCTION EASEMENT**

Grantor: CITY OF ARLINGTON
Grantee: CITY OF MARYSVILLE
Legal Description: 21-31-5 and NW ¼ 22-31-5, Snohomish Cty, WA Add'l on P. 4-6
Tax Parcel No. 310521-004-001-00, 004482-000-001-00 and 310521-002-020-00

THIS INDENTURE made this ____ day of _____, 2008, between THE CITY OF ARLINGTON, a municipal corporation, hereinafter referred to as "Grantor;" and the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, hereinafter referred to as "Grantee:" WITNESSETH:

WHEREAS, Grantor is the owner of certain lands and premises situated in the County of Snohomish, State of Washington, described as follows:

See **EXHIBIT A** attached hereto

and,

WHEREAS, Grantee is desirous of acquiring certain rights and privileges over, under, through, across, in and upon said lands and premises;

NOW, THEREFORE, Grantor, for valuable consideration, the adequacy and receipt of which is hereby acknowledged, hereby conveys and grants to the Grantee, its successors and assigns and its contractors, agents, permittees, licensees, and franchisees, the perpetual right, privilege and authority to construct, alter, improve, repair, operate and maintain a Fiber network or networks and appurtenances including but not limited to cable, conduit, conductors, poles and vaults, over, under, through, across, in and upon the following described lands and premises situated in the County of Snohomish, State of Washington, to-wit:

Easement - 1

g/mv/M-08-135/Fiber Network Easement

See **EXHIBIT B** attached hereto

TOGETHER WITH the right of ingress to and egress from said lands across adjacent lands of the Grantor, for the purpose of constructing, reconstructing, repairing, renewing, altering, changing, patrolling and operating said Fiber network, and the right at any time to remove said Fiber network and appurtenances from said lands.

AND TOGETHER WITH a temporary construction easement over, under, through, across, in and upon the property described in **EXHIBIT C** attached hereto, for ingress and egress and for any and all purposes incidental to the construction of the Fiber network including but not limited to underground conduit and the installation of cable, conduit, conductors, poles and vaults, including but not limited to blending new improvements to adjacent property contours and existing topographical features, and/or post-construction restoration of said property. The term of this temporary construction easement shall run until the above described work has been completed and shall expire automatically.

The Grantor reserves the right to use the surface of the above-described easement in the manner now existing, but shall not erect any buildings, structures, patios, or other construction of any nature on said easement. This conveyance is conditioned upon the Grantee's obligation to replace any fences, lawn, shrubbery or land contours that are disturbed in connection with the exercise of the Grantee's rights hereunder, in as good condition as the same were immediately before the property was entered by the Grantee.

The rights, title, privileges and authority hereby granted shall continue to be in force until such time as the Grantee, its successors or assigns, shall permanently remove said conduit and appurtenances from said lands, or shall otherwise permanently abandon said conduit, at which time all such rights, title, privileges and authority hereby granted shall terminate.

The Grantor also covenants to and with the Grantee that Grantor is lawfully seized and possessed of the land aforesaid; has a good and lawful right and power to sell and convey same; that same is free and clear of encumbrances; and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever. This conveyance shall be a covenant running with the land, and shall be binding on the Grantor and its heirs, successors and assigns forever.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

GRANTOR:

CITY OF ARLINGTON

By: _____
MARGARET LARSON, MAYOR

Easement - 2

g/mv/M-08-135/Fiber Network Easement

STATE OF WASHINGTON)
)ss.
COUNTY OF SNOHOMISH)

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

DATED this ____ day of _____, 2008.

(Legibly print name of notary)

NOTARY PUBLIC in and for the State of
Washington, residing at _____

My commission expires _____

Easement - 3

g/mv/M-08-135/Fiber Network Easement

EXHIBIT "A"

The Southeast Quarter of Section 21, Township 31 North, Range 5 East, W.M., except the south 50 feet for road;

Together with Lots 1 through 36 of the plat of Five Acre Turkey Farms as recorded in Volume 11 of Plats, Page 57, Records of Snohomish County, Washington;

And together with the East $\frac{3}{4}$ of the Northwest Quarter of said Section 21, less County road.

Easement - 4

g/mv/M-08-135/Fiber Network Easement

EXHIBIT "B"

The East 5.00 feet of the West 35.00 feet of the Southwest Quarter of the Southeast Quarter of Section 21, Township 31 North, Range 5 East, W.M., except the south 50.00 feet;

Together with the East 5.00 feet of the West 35.00 feet of the Northwest Quarter of said Southeast Quarter;

Together with the West 35.00 feet of the South 5.00 feet of Lot 8 of the plat of Five Acre Turkey Farms as recorded in Volume 11 of Plats, Page 57, Records of Snohomish County, Washington;

Together with the South 5.00 feet of the East 445.00 feet of the East $\frac{3}{4}$ of the Northwest Quarter of said Section 21.

Easement - 5

g/mv/M-08-135/Fiber Network Easement

EXHIBIT "C"

The East 5.00 feet of the West 40.00 feet of the Southwest Quarter of the Southeast Quarter of Section 21, Township 31 North, Range 5 East, W.M. except the south 50.00 feet;

Together with the East 5.00 feet of the West 40.00 feet of the Northwest Quarter of said Southeast Quarter;

Together with the East 5.00 feet of the West 40.00 feet of the South 5.00 feet of Lot 8 of the plat of Five Acre Turkey Farms as recorded in Volume 11 of Plats, Page 57, Records of Snohomish County, Washington;

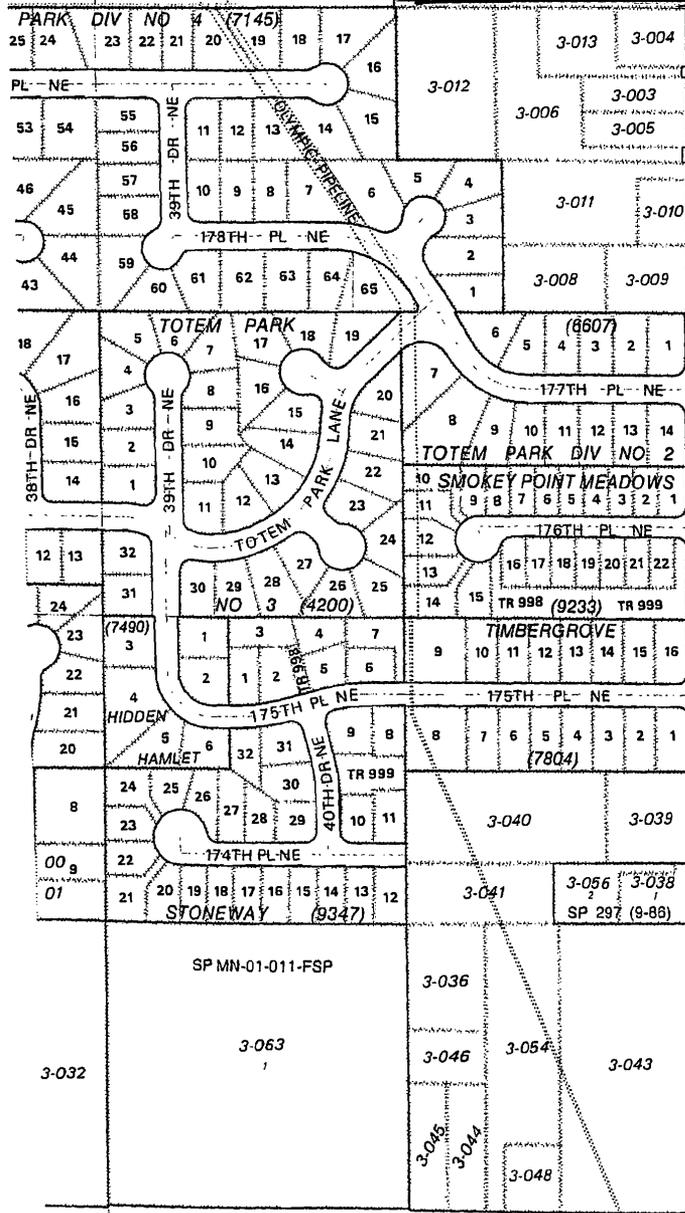
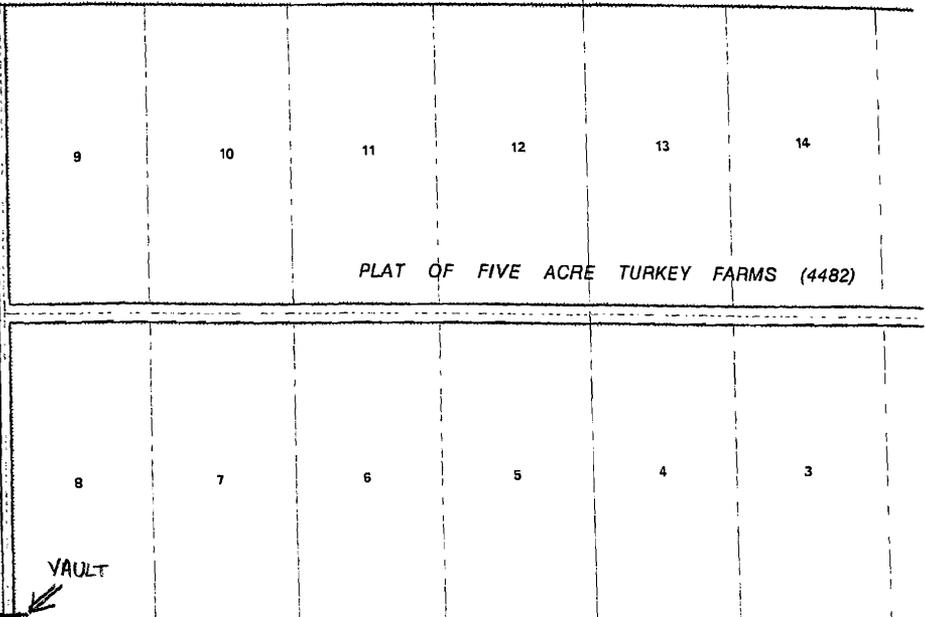
Together with the North 5.00 feet of the South 10.00 feet of the West 40.00 feet of said plat of Five Acre Turkey Farms;

Together with the North 5.00 feet of the South 10.00 feet of the East 445.00 feet of the East $\frac{3}{4}$ of the Northwest Quarter of said Section 21.

Easement - 6

g/mv/M-08-135/Fiber Network Easement

2-020



ARLINGTON AIRPORT

4-001 00 01 02 03

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 8, 2008

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

The United States Bankruptcy Court Western Washington Division has used the Marysville Municipal Court Facility for the year of 2008. Hearings are scheduled for the second and fourth Wednesday of each month. Hearings include Federal Judge Glover, a US Marshall, Court reporter and US Bankruptcy Clerk. Several attorneys will also appear for these hearings. The Bankruptcy participants begin to enter the building at 8:30 am and calendars start at 9:00 am and end about 11:00 to 11:30 am. Holding the hearings in the Municipal Court Building require no staff time or participation. Keys are signed out to Judge Glover and the US Marshall when they arrive and are returned before their departure. Allowing the US Bankruptcy Court to use the facility for their court hearings has very little impact on the function of the Marysville Municipal Court and the calendars are easily merged into the Court's current schedule. Therefore, we see no reason not to continue the relationship with the United States Bankruptcy Court.

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

AFTER RECORDING RETURN TO:
City of Marysville
Attention: City Clerk's Office
1049 State Street
Marysville, WA 98270

**FIRST RENEWAL/AMENDMENT
OF
INTERGOVERNMENTAL FACILITIES USE AGREEMENT
BETWEEN THE CITY OF MARYSVILLE AND
THE U.S. BANKRUPTCY COURT**

THIS FIRST RENEWAL/AMENDMENT to the INTERGOVERNMENTAL FACILITIES USE AGREEMENT is made and entered into this day by and between the City of Marysville, a non-charter code city of the State of Washington, (hereafter "City") and the United States Bankruptcy Court for the Western District of Washington (hereafter "Bankruptcy Court") for the use by the Bankruptcy Court of certain facilities owned by the City.

WHEREAS, the parties entered into an INTERGOVERNMENTAL FACILITIES USE AGREEMENT recorded at Snohomish County Auditor's office on January 30, 2008; and

WHEREAS, the parties wish to renew the agreement pursuant to Paragraph 4 PERIOD AND TIME OF USE by exercising "Option 1: from January 1, 2009 to December 31, 2009 of the agreement; and

WHEREAS, the parties wish to agree to the option to renew the agreement; purposes and activities, and under the terms and conditions, set forth below;

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

Section 1. Pursuant to Paragraph 4 PERIOD AND TIME OF USE, the parties agree to exercise Option 1 and renew the Agreement from January 1, 2009 to December 31, 2009.

Section 2. Except as provided herein, all other provision of the INTERGOVERNMENTAL FACILITIES USE AGREEMENT recorded at Snohomish County Auditor's office on January 30, 2008 shall remain in full force and effect, unchanged.

Section 3. SEVERABILITY: The terms of this Agreement are severable such that if one or more provisions are declared illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

Section 4: The undersigned certify that they are authorized to sign this Agreement on behalf of the Bankruptcy Court and the City, respectively, and that the Bankruptcy Court and the City acknowledge and accept the terms and conditions herein and attached hereto.

ADMINISTRATIVE OFFICE OF THE UNITED STATES COURTS FOR THE UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF WASHINGTON:

By: _____

Name: _____

Position: _____

Dated: _____ 200 ____

CITY OF MARYSVILLE

By: _____

Dennis L. Kendall

Position: Mayor

Dated: _____ 200 ____

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 8, 2008

AGENDA ITEM: Interagency Agreement between Administrative Office of the Courts and the City of Marysville	AGENDA SECTION:	
PREPARED BY: Suzanne Elsner, Court Administrator	AGENDA NUMBER:	
ATTACHMENTS: Interagency Agreement	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

The Washington State Legislature has again provided reimbursement for interpreter services for court that have prepared and filed a Language Assistance Plan. The Snohomish County Superior, District and Municipal Court prepared a plan and filed that with the Administrative Office of the Court in early 2008. The portion of reimbursement to the Marysville Municipal Court for the period of July 1, 2008 through August 31, 2009 will be a maximum of \$2,779.00.

RECOMMENDED ACTION: Authorize the Mayor to sign the Interagency Agreement between the Administrative Office of the Court and the City of Marysville for Interpreter Reimbursements.
COUNCIL ACTION:

INTERAGENCY AGREEMENT IAA09469
between
STATE OF WASHINGTON
ADMINISTRATIVE OFFICE OF THE COURTS
1206 Quince Street SE
PO Box 41170
Olympia, Washington 98504-1170
and
MARYSVILLE MUNICIPAL COURT
1015 State Ave
Marysville, WA 98270-4040

THIS CONTRACT is entered into by and between the Administrative Office of the Courts (“AOC”) and **MARYSVILLE MUNICIPAL COURT** (“Contractor”).

1. PURPOSE

The purpose of this contract is to engage the services of the Contractor to improve the quality and availability of court interpreter services for Limited English Proficient (LEP), deaf and hard of hearing persons in accordance with RCW 2.42 and 2.43.

a. These funds are intended to address the Contractor’s following needs:

- Financial need – i.e., the gap between the Contractor’s available financial resources and the costs to meet its need for certified, registered and qualified interpreters; and
- Interpreter need – i.e., the gap between the level of the LEP, deaf and hard of hearing public’s need for language access to the Contractor’s court(s) (i.e., the level of interpreter need) and the available interpreter pool (in particular, certified, registered and qualified interpreters in the applicant’s most frequently needed languages).

2. DESCRIPTION OF SERVICES TO BE PROVIDED

a. The Contractor will ensure that the interpreter funding is targeted to improve the quality and availability of court interpreter services for Limited English Proficient (LEP), deaf and hard of hearing persons by reimbursing Certified, Registered and Qualified interpreters for interpreter services in accordance with the Interpreter Services Funding: Funding Conditions / Payment Structure, and Travel and Mileage Reimbursement requirements as set forth at:

<https://inside.courts.wa.gov/index.cfm?iA=controller.showPage&folder=courtInterpreter&file=interpreterServicesFunds>

b. The Contractor agrees to actively participate in the new vision and structure for state funding of interpreter services; and to track and provide the interpreter cost and usage data needed to demonstrate the impact of the funding. In particular, the Contractor

agrees to submit electronically with each request for reimbursement completed Interpreter Services Funding Data reflecting the interpreter services and costs for which the Contractor seeks reimbursement. The Interpreter Services Funding Data must be submitted in accordance with the instructions found at:

<https://inside.courts.wa.gov/index.cfm?fa=controller.showPage&folder=courtInterpreter&file=InterpreterInformationforCourts>

- c. The Contractor agrees to partner closely with the AOC Interpreter Program and the Interpreter Commission to identify and implement innovations and best practices for providing interpreter services (e.g., innovations in scheduling of interpreters), with a view to improving interpreter services and the service infrastructure statewide.

3. PERIOD OF PERFORMANCE

The period of performance under this Contract shall be from July 1, 2008 through August 31, 2009.

4. COMPENSATION

- a. Contractor shall be reimbursed a maximum of \$2,779 (two thousand seven hundred seventy-nine and 00/100 dollars) for costs incurred during the period of July 1, 2008 – June 30, 2009. No reimbursement shall be made under this contract for interpreting occurring subsequent to June 30, 2009.
- b. Contractor shall receive payment for its costs for interpreter services as set forth in Section 2.a.
- c. Contractor shall not be reimbursed until paper A-19 invoices and corresponding electronic Interpreter Services Funding Data (Data) are received and approved by AOC, pursuant to the following schedule:
 - 1) Paper A-19 invoices and Data reflecting interpreted assignments occurring between July 1, 2008 and December 31, 2008, must be received by the AOC no later than February 13, 2009.
 - 2) Paper A-19 invoices and Data reflecting interpreted assignments occurring between January 1, 2009 and March 30, 2009, must be received by the AOC no later than May 15, 2009.
 - 3) Paper A-19 invoices and Data reflecting interpreted assignments occurring between April 1, 2009 and June 30, 2009, must be received by the AOC no later than August 14, 2009.
- d. If this agreement is terminated, Contractor shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.
- e. The Contractor shall submit its paper A-19 invoices to:

AOC Financial Services
PO Box 41170
Olympia, Washington 98504-1170

no more frequently than monthly.

The Interpreter Services Funding Data shall be submitted electronically to AOC Court Services as described in paragraph 2.b.

- f. Payment to the Contractor for approved and completed work will be made by warrant or account transfer by AOC within 30 days of receipt of a properly-completed paper invoice and the completed Interpreter Services Funding Data
- g. Contractor shall maintain sufficient backup documentation of expenses under this agreement.
- h. AOC, in its sole discretion and upon notice, may initiate revenue sharing and reallocate funding among courts. If it appears the Contractor may not expend the maximum contract amount, AOC may reduce the maximum contract amount. AOC may increase the maximum contract amount if additional funds become available through these revenue sharing provisions.

5. ADDITIONAL INTERPRETER DATA

In addition to collecting and submitting to AOC the required interpreter data in order to support its requests for reimbursement as set forth in Section 2.b of this Agreement, the Contractor agrees to document for AOC the amount Contractor spent on interpreter services for calendar years 2005 through 2008, and for the first half of calendar year 2009 (through June 30, 2009).

6. LANGUAGE ASSISTANCE PLAN(S)

As a condition of receiving funding under this Agreement, Contractor agrees to implement and maintain an AOC-approved Language Assistance Plan.

7. TREATMENT OF ASSETS AND PROPERTY

The AOC shall be the owner of any and all fixed assets or personal property jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

8. RIGHTS IN DATA

Unless otherwise provided, data which originates from this contract shall be “works for hire” as defined by the U.S. Copyright Act of 1976 and shall be owned by the AOC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and video and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. In the event that any of the deliverables under this contract

include material not included within the definition of “works for hire,” the Contractor hereby assigns such rights to the AOC as consideration for this contract.

Data which is delivered under this contract, but which does not originate therefrom, shall be transferred to the AOC with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; Provided, that such license shall be limited to the extent which the Contractor has a right to grant such a license. The Contractor shall advise the AOC, at the time of delivery of data furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. The AOC shall receive prompt written notice of each notice or claim of copyright infringement received by the Contractor with respect to any data delivered under this contract. The AOC shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

9. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

10. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

11. RECORDS, DOCUMENTS, AND REPORTS

The Contractor shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or contract. The Contractor will retain all books, records, documents, and other material relevant to this contract for six years after settlement, and make them available for inspection by persons authorized under this provision.

12. RIGHT OF INSPECTION

The Contractor shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

13. DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the AOC, one representative from the Contractor, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

14. TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

15. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable state and federal statutes and rules;
2. Statement of work; and
3. Any other provisions of the agreement, including materials incorporated by reference.

16. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

17. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

18. SEVERABILITY

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

19. ENTIRE AGREEMENT

This contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this contract shall be considered to exist or to bind any of the parties to this agreement unless otherwise stated in this contract.

CONTRACT MANAGEMENT

The program managers noted below shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this contract:

<p>AOC Program Manager: Katrin Johnson PO Box 41170 Olympia, WA 98504-1170 (360) 704-4062 Katrin.Johnson@courts.wa.gov</p>	<p>Contractor Program Manager: Suzanne Elsner Administrator 1015 State Ave Marysville, WA 98270-4040 360-363-8054 selsner@ci.marysville.wa.us</p>
---	---

AGREED:

THE ADMINISTRATIVE OFFICE
OF THE COURTS

CONTRACTOR

Dirk Marler, Director
Judicial Services Division

Signature

Printed Name

Title

Date

Date

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 8, 2008

AGENDA ITEM: Interlocal Data Sharing Agreement between Washington State Department of Licensing and City of Marysville	AGENDA SECTION: New Business	
PREPARED BY: Gloria Hirashima, Community Development Director	AGENDA NUMBER:	
ATTACHMENTS 1. Department of Licensing Contract No. K-973	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

The City Council approved an agreement with the Washington State Department of Licensing in 2006 to enable consolidation of the City's business license system with the state's master license service. This program allows consolidated business license review for city and state licenses. It allows applicants to apply for their business license online and allows the state to issue a combined renewal license for state and City. The current data sharing agreement between the City and DOL expires in January 2009. The current contract will extend the data sharing agreement for 5 years.

RECOMMENDED ACTION: Approve interlocal data sharing agreement and authorize Mayor to sign contract.
COUNCIL ACTION:

INTERLOCAL DATASHARING AGREEMENT
BETWEEN
THE STATE OF WASHINGTON
DEPARTMENT OF LICENSING
AND
THE CITY OF MARYSVILLE

This Agreement is made and entered into by and between the State of Washington Department of Licensing, hereinafter referred to as "DOL," and the City of Marysville, hereinafter referred to as "the City." DOL and the City enter into this Agreement pursuant to the authority granted by Chapter 39.34 RCW.

PURPOSE

It is the purpose of this Agreement to authorize the DOL Master License Service, (hereinafter referred to as "MLS") to act as the City's agent for business licensing activities, and to ensure that the City retains its full, lawful, regulatory and approval authority over all business licensing activities within its jurisdiction. This Agreement may also be referred to as a "MLS City Partnership Agreement".

THEREFORE, IT IS MUTUALLY AGREED THAT:

DEFINITIONS

As used throughout this Agreement, the following terms shall have the meanings set forth below:

"*Confidential Information*" shall mean information that may be exempt from disclosure to the public or other unauthorized persons under either chapter 42.17 RCW or other state or federal statutes. Confidential Information includes, but is not limited to, Personal Information, agency source code or object code, and agency security data.

"*Partner*" shall mean any city entering into a MLS City Partnership Agreement with DOL.

"*Personal Information*," shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, e-mail addresses, credit card information, law enforcement records, financial identifiers, and other information that may be exempt from disclosure to the public or other unauthorized persons under either RCW 42.56 or other state and federal statutes.

"*RCW*" shall mean the Revised Code of Washington.

"*Subcontractor*" shall mean one not in the employment of a party to this Agreement, who is performing all or part of those services under this Agreement under a separate contract with a party to this Agreement. The terms "*Third Party*" and "*Agents*" in this Agreement includes subcontractors

STATEMENT OF WORK

The parties to this Agreement shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the exchange of data as set forth in the *Statement of Work*, **Attachment A** attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement will begin on January 9, 2009 and end five (5) years thereafter, unless terminated sooner as provided herein.

COMPENSATION

Services identified in this Agreement are provided by DOL at no charge with the exception of the following:

The City agrees to reimburse DOL for any fees charged by financial institutions and/or credit card processors to handle the City's license fees collected by credit card and/or other electronic means, for the internet filing process of the City's licensees.

The City agrees to reimburse DOL the costs of developing and producing ad hoc informational reports if reports are requested by the City and agreed-upon by DOL.

The City shall reimburse DOL expenses for the implementation of changes to the MLS process, if requested by the City and agreed-upon by DOL.

All project coordination costs, including travel-related expenses, shall be absorbed by the respective parties for their own staff.

BILLING PROCEDURES

DOL shall submit any invoices on a quarterly basis to the attention of: **Cindy Moore; City of Marysville; 80 Columbia Ave; Marysville, WA 98270**. Payment to DOL shall be made by warrant or account transfer by the City within thirty (30) calendar days of receipt of the invoice. Upon expiration of this Agreement, any claim for payment not already made shall be submitted within ninety (90) calendar days after the expiration date or the end of the fiscal year, whichever is earlier.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of each party, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. Unless otherwise agreed, all books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, DOL Internal Auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

CONFIDENTIALITY

DOL maintains data that is required or shared by multiple regulatory agencies and other jurisdictions. This data is subject to various public disclosure laws regulating its protection and dissemination to third parties. In particular, much of the Master Application information may not be disclosed under RCW 82.32.330, RCW 51.16.070 and RCW 50.13.020. The Parties agree that all data provided or shared under this Agreement shall be governed by the public disclosure laws of the Department of Revenue, the Department of Labor and Industries, the Department of Employment Security and the Office of the Secretary of State. Information determined to be subject to public disclosure is written in the Washington State UBI Policies and Procedures Manual (<http://dor.wa.gov/Docs/Pubs/UBI/UBImanualComplete.pdf>). The City's public disclosure laws shall also apply.

All requests to the City or DOL for public information of data collected by DOL's Master License Service shall be guided by these laws and policies.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

MEMORANDUM OF UNDERSTANDING (MOU)

Instructions that either Contract Manager determines to address more than day-to-day concerns, but which do not modify the terms of this contract, shall be documented by a written, numbered *Memorandum of Understanding*.

TERMINATION

Either party may terminate this Agreement upon ninety (90) calendar days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered in accordance with the terms of this Agreement prior to the effective date of termination.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 business days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint two additional members to the Dispute Board. The Dispute Board shall review the facts, Agreement terms, and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, any of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable state and federal statutes and rules;
2. The terms of this Agreement;
3. *Statement of Work*, Attachment A; and
4. Any other provisions of the Agreement, including materials incorporated by reference.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising from it, is not assignable or delegable by any party in whole or in part, without the express prior written consent of the other parties.

WAIVER

A failure by any party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by personnel authorized to bind the party and attached to the original Agreement.

RIGHTS OF INSPECTION

Each party shall provide right of access to the other party, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance of internal policies and procedures, and/or records relating to the safeguarding, use, and disclosure of Confidential Information obtained or used as a result of this Agreement. Each party shall make available information necessary for the other party to comply with public's right to access, amend, and receive an accounting of any disclosure of their Confidential Information.

SUBCONTRACTING

With prior written consent, any party may enter into subcontracts for any of the work or services contemplated under this Agreement. Consent shall not be unreasonably withheld. The party issuing the subcontract is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Agreement are carried forward to any subcontracts.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement. To this end the provisions of this Agreement are declared to be severable.

ATTACHMENT A
STATEMENT OF WORK

The City Shall:

Agree to the exclusive use of the "Master Application" and any required addenda for the process of applying for a City business license, and the exclusive use of the "MLS Licenses and Registrations" document for proof of City business licensure. If additional forms are identified as necessary for the processing of City licensee accounts, their design, creation, or collection will be a cooperative effort between DOL and the City.

Agree to the exclusive use of the Unified Business Identifier (UBI) number in conjunction with the physical location identification number used by DOL in the identification of licensees and license accounts in all communications with DOL.

Maintain remote on-line inquiry and update access to the MLS Database.

Accept responsibility for payment of all equipment, connection, access and maintenance charges related to the City's access into and use of the MLS Database.

Accommodate requirements for Master Application forms regardless of whether the transaction involves a City business license.

Ensure the timely availability to DOL of City Licensing and Information Technology staff. Staff will be knowledgeable of City operations and/or technology and be able to assist DOL staff with process improvements and/or troubleshooting.

Use commonly accepted security procedures to ensure that confidential information is not improperly disclosed. All City staff with access to confidential information will follow the security procedures and adhere to the confidentiality requirements of this Agreement.

Provide advance notice to DOL of potential changes to City business licensing requirements, fees or processes to allow DOL the timely implementation of changes into any electronic or automated systems or procedures related to the administration of City's business licensing.

Upon request by DOL, provide statistical data associated with the MLS City Partnership Agreement such as Full Time Equivalent (FTE) savings, change in number of City licensees, and change in revenue flow.

DOL Shall:

Create, produce, issue, accept, and process new and renewal applications for City business licenses. In doing so, DOL will collect, process and disburse the respective City business license fees and licensing information received from applicants and licensees.

Issue licensing documents (Master Licenses) for City business licensees.

Maintain and update the MLS Database to the best of its ability. DOL shall not be responsible for system down time or other delays to the receipt of information or errors in the compilation of such information.

Provide informational reports to the City of the City's business licensees. City staff will determine which reports best suit their needs and the frequency that reports are required. Reports may include but are not limited to: daily lists of new business applications and renewals, fees processed each day, weekly list of pending accounts, and lists of businesses for which fees have been transferred.

Provide services through Internet-based or paper-based licensing processes, depending on the needs of the City and the capability of DOL.

Design and implement modifications to the MLS Database and establish any related procedures and forms.

Provide technical assistance in establishing and configuring appropriate MLS Database access and ensuring security of access for City staff.

Provide training to City staff in the use of the MLS Database upon execution of Agreement. Provide ongoing training to accommodate system or staff changes. Training will be provided onsite at City location or via internet/telephone, as agreed between both parties.

Notify the City of any changes anticipated to MLS processes or services as they become known, and mitigate the impacts that such changes may have upon the services provided.

Prepare any required computer system change request in coordination with the City, and place the request in a prioritized work queue for timely completion. DOL staff will be mindful of potential impacts to DOL and City Partners as a result of any proposed changes to the MLS process. DOL will assist City Partners in considering possible alternatives and determining the most feasible means of achieving the objective of a proposed change. DOL will review the proposed change with all City Partners potentially impacted and will attempt to reach consensus among all affected parties.

Microfilm or electronically image all paper documents submitted and maintain electronic representations of all filings completed via the Internet. DOL shall not maintain paper copies. The City will have access to information filed with DOL on paper or via the Internet through electronic access to the MLS Database. If the City requires a paper document, DOL will produce a copy from microfilm or electronic record. The copy will be certified, if required by the City.

CITY ATTORNEY RETAINER AGREEMENT
CALENDAR YEAR 2009

I - PARTIES/EMPLOYMENT

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

II - QUALITY OF SERVICES

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

III - COMPENSATION

A. Basic Retainer: The CITY shall pay the CITY ATTORNEY a retainer in the amount of \$6,000.00 per month, which retainer shall be compensation for up to 40 hours of work per month for the following legal services:

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

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

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

B. Additional Services: The CITY shall pay the CITY ATTORNEY for the following additional or special legal services at the rate of \$160.00 per hour, or, if said services are performed by a paralegal in the CITY ATTORNEY's office the same shall be compensated at the rate of \$125.00 per hour:

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

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

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

C. Litigation. The CITY shall pay the CITY ATTORNEY for all superior and appellate court litigation and all administrative hearings of a quasi-judicial nature, except those conducted by the CITY itself, at the rate of \$175.00 per hour.

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

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

IV - REIMBURSEMENT

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

V - EXCEPTIONS

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

VI - INSURANCE COVERAGE

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

parties against the CITY ATTORNEY in said capacity.

VII - EFFECTIVE DATE AND DURATION

This contract shall take effect on and after January 1, 2009 and shall continue in effect until December 31, 2009 unless earlier terminated or renegotiated by either party upon 60 days' written notice. This contract shall also be renegotiable within the final 90 days of calendar year 2009 for the succeeding year. If no such renegotiation is undertaken, this contract shall be renewed automatically for one calendar year upon the same terms and conditions.

DATED this _____ day of _____, 2008.

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

By _____
GRANT K. WEED, PRESIDENT

CITY OF MARYSVILLE

By _____
DENNIS KENDALL, MAYOR

ATTEST:

By _____
TRACY JEFFRIES, CITY CLERK

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 8, 2008

AGENDA ITEM: 2009 Parks and Recreation Fee Schedule Resolution	AGENDA SECTION:	
PREPARED BY: Jim Ballew - Director of Parks and Recreation	AGENDA NUMBER:	
ATTACHMENTS: 2009 Fee Schedule Resolution	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

Summary Statement:

The attached Resolution recognizes the recommended fee range applied to all programs and services managed by the Parks and Recreation Department including Cedarcrest Golf Course. The range of fees described within Attachment "A" of the Resolution recognizes the need to make adjustments as a result of increased operating costs and instructor contracts. Facility rentals are based on individual needs and requirements by application.

As per MMC 2.20.050, Operating Rules and Regulations, requires the Parks and Recreation Advisory Board to review fees annually. The Advisory Board has forwarded their recommendation within Attachment "A" and will categorize expanded or new services not identified within the current service level and recommend fees within the existing fee schedule range. Discounts for public services and refunds require approval by the Parks and Recreation Advisory Board and will not be discounted below the minimum level of service cost.

RECOMMENDED ACTION: Staff recommends the City Council approve the attached Resolution and Parks and Recreation Fee Schedule Attachment "A" as proposed for 2009.
COUNCIL ACTION:

CITY OF MARYSVILLE

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF MARYSVILLE, WASHINGTON, ESTABLISHING
A PARKS AND RECREATION DEPARTMENT FEE SCHEDULE AND REPEALING
RESOLUTION NO. 2202**

WHEREAS, the fees and charges for services, programs and facility rentals offered to the public by the City of Marysville are a significant source of revenue for the City; and

WHEREAS, the collections are used to offset program costs; and

WHEREAS, the establishment of fee policies and fee schedules is necessary for sound financial management and revenue forecasting during the annual budgeting process; and

WHEREAS, the proposed fee schedules are supported by the research and documentation presented in the Parks and Recreation Element of the City Comprehensive Plan.

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

1. The Parks and Recreation Department Fee Schedule, as contained in Exhibit A, is hereby approved by the City Council.
2. The date of implementation and an effective date of the 2009 Fee Schedule shall be January 1, 2009.
3. The Fee Schedule be reviewed annually by the Parks and Recreation Advisory Board.
4. Resolution No. 2202 is hereby repealed for the reason that it is repealed by this Resolution.

PASSED by the City Council and APPROVED by the Mayor this ____ day of _____, 2008.

CITY OF MARYSVILLE

By _____
DENNIS L. KENDALL, Mayor

ATTEST:

TRACY JEFFRIES, City Clerk

APPROVED AS TO FORM:

GRANT WEED, City Attorney

EXHIBIT "A"
City of Marysville Parks & Recreation 2009 Fee Schedule

Includes sales tax when applicable

	DESCRIPTION	2007/08	Proposed 2009
PARKS RENTAL FACILITIES			
Indoor Facility Full Day	Jennings Barn, Rotary Ranch,	\$ 58.00	95.00
Half Day DELETE	Library Meeting Room	45.00	Delete
Hourly Rate / Maximum of 4 hours		13.00	15.00
Outdoor Facility w/ Jennings Baseball Field	Picnic Shelters/Pavilions	32.00	65.00 25.00
Refundable Deposit		58.00	100.00
Non-Profit Organization/Club 3 hour maximum	Per meeting date	13.00	20.00
Notes for All Facility Rentals Other support costs may be assessed including security, cleanup etc.			
Cancellation Fees Cancellation less than 48 hours prior to the rental date will result in forfeit of all rental fees and deposit.			
CONCESSIONAIRE FEES			
Daily concessionaire		10.00 to 50.00	14.00 to 50.00
Contract Concessionaire Events	Concerts/ Farmers Market	100 per month	200 per month + utilities if required
PARKS AND RECREATION CLASSES			
Marysville Parks and Recreation offers a variety of classes and recreational programs. Most classes programs are offered through Instructor Contract Agreements with fees established based upon the direct costs to offer the programs.		Miscellaneous Fees Additional fees will be assessed at cost for security, toilet facilities, traffic control, additional utilities expense and added staff.	
All fees set for contract with Instructor			
ALL CLASS REFERENCES BELOW WOULD BE DELETED*****			
Kindermusik Village	Youth	140.00	Delete all Price references
Our Time	Youth	140.00	
Growings	Youth	140.00	
Young Child	Youth	176.00	
Youth/Adult Art	Adult-Youth	49.00	
Babysitting Basics	Youth	30.00	
Spanish	Youth-Adult	79.00	
Martial Arts Summer Camp	Youth	139.00	
Martial Arts Classes	Youth	69.00	
Interior Decorating	Adult	25.00	
Nutrition	Adult	20.00	
Yoga	Teen-Adult	55.00	
Tennis-Little Lobbers	Youth	28.00	
JR Tennis	Youth/Adult	36.00	
Adult	Adult	38.00	
Band Camp	General	39.00	
Clay Exploration	Youth	65.00	
Mother's Day Platter Class	Youth	15.00	
Spanish for the Family	Family	63.00	
Encaustic Art	Adult	45.00	
Fused Glass	Adult	30.00	

EXHIBIT "A"
City of Marysville Parks & Recreation 2009 Fee Schedule

Includes sales tax when applicable

Tai Chi Chuan	Adult	45.00	
Dog Obedience	Adult/dog	110.00	
Hypnotherapy	Adult	80.00	
Basic First Aid/CPR	Adult	20.00	
Investing in Your Future	Adult	15.00	
Bald Eagle Adventure w/o lunch	Family	55.00	
Bald Eagle Adventure w/lunch	Family	65.00	
Dog Grooming	Adult/Dog	55.00	
SOFTBALL LEAGUES			
Summer League (ALL)		465.00	465.00
Spring E League		710.00	710.00
Spring Coed		585.00	620.00
MSD Field w/Lights		15/hour	delete
TOURNAMENT/ATHLETICS			
	Basketball/ Baseball Softball / Soccer		
Tournament Deposit		60.00	200.00
1-Day Tournament Administration Fee		50.00	200.00 minimum or \$14 per game
2 -Day Tournament Administration Fee		40.00	350.00 minimum or \$14 per game
2-Day Tournament Fee City Hosted		50.00	624.00
Softball - per game fee		17.00	28.00
Volleyball Tournament		50.00	delete
Volleyball League		75.00	delete
Tennis League		50.00	Contract Instructor Fee
STRAWBERRY FIELDS PARK			
	Field Rental	Practice/90 minute 1 1/2 field rate	2 hour full field rental
Youth Non-Lighted		13.00	20.00
Youth Lighted		20.00	24.00
Adult Non-Lighted		20.00	24.00
Adult Lighted		34.00	34.00
YOUTH SPRING SOCCER			
1 st Child	Youth	44.00	57.00
2 nd Child	Youth	38.00	51.00
YOUTH BASKETBALL LEAGUE			
1 st Child	Youth	66.00	66.00
2 nd Child	Youth	60.00	60.00
SPECIAL EVENTS			
	Fees vary due to event features and marketing requirements		
Fun Runs	Youth	20.00	10.00 to 20.00
Soccer Skills Challenge	Youth	15.00	15.00
Fun Runs	Family	10.00	15.00 to 25.00
Father- Daughter Dance	Family	12.00	15.00
Professional Sports Trips	Family	28.00	As per Contract Cost
ATHLETIC CAMP FEES			
Ultimate Sports Camp	Youth	75.00	55.00 to 97.00
Ultimate Sports Basketball Camp December	Youth	55.00	55.00 to 97.00

EXHIBIT "A"

City of Marysville Parks & Recreation 2009 Fee Schedule

Includes sales tax when applicable

Skyhawks Camps	Youth	95.00	As Per Contract Fee
Miscellaneous			delete
SUMMER CAMPS	Fees vary due to camp features and marketing requirements		
Day Camp per week	Youth Program	65.00	65.00 to 125.00
Mini Camps per week		40.00	45.00 to 85.00
Tiny Tots	Requires Supervision	45.00	60.00
Safety Town	Youth	99.00	99.00
Contract Events			As per Contract Cost
KBSCC RENTAL FACILITIES	Community Functions		
Hourly Mon – Thur		35	35.00
Fri - Sun		45	45.00
Damage Deposit- Non Alcohol		200	200.00
W/ Alcohol		300	300.00
KBSCC CLASSES	Senior/Community Center		
Marysville Parks and Recreation offers a variety of classes and recreational programs. Most classes programs are offered through Instructor Contract Agreements with fees established based upon the direct costs to offer the programs.			
ALL CLASS REFERENCES WOULD BE REMOVED			
Drawing		54.00	As per Contract Cost
Clogging		3.00	
Foot Care		14.00	
Aerobics*		29.00	
Gourd Carving		15.00	
Computer Class		0	
Card Making		11.00	
Mixed Media Art		25.00	
Senior Strength		19.00	
Driftwood Sculpture		15.00	
Ab Lab		29.00	
Skier Conditioning		\$3.00	
Line Dancing		6.00	
Gardening in the NW		20.00	
Tai Chi		17.00	
Lavender Crafts		3.00	
Misc Workshops/Classes		5.00	
KBSCC Trips and Tours			Fees vary depending on destination and direct costs

EXHIBIT "A"
City of Marysville Parks & Recreation 2009 Fee Schedule

Includes sales tax when applicable

CEDARCREST GOLF COURSE	DESCRIPTION	FEES 2007/2008 Proposed 2009	
	Daily Fee Enterprise Fund	Winter/Summer	Winter/Summer
Adult Mon-Friday (18 holes)		\$ 25.00/30.00	25.00/30.00
(9 holes)		15.00/20.00	15.00/20.00
Adult Weekend Sat/Sun		28.00/34.00	28.00/34.00
Senior Mon-Fri (18 holes)		21.00/23.00	21.00/23.00
(9 holes)		15.00	15.00
Junior (8 to 17 yr.) Mon - Fri		14.00	14.00
Twilight Rate (4 hours before dark) Mon - Fri		20.00	20.00
Early Rate (before 8am) Mon-Fri		22.00	22.00
Annual Pass /excludes tax	Calendar year purchase	1400.00	1400.00
Annual Senior Pass (55-79) excludes tax	Calendar year purchase	900.00	900.00
Annual Super Senior Pass (80 & over)	Any 3 consecutive months	175.00	175.00
Military Mon-Fri (18 holes)		21.00/23.00	21.00/23.00
(9 holes)		15.00	15.00
GOLF TOURNAMENT FEES			
Shotgun Tournament (Minimum 120 Players)	Requires Tournament Agreement/ \$500 Deposit	M-Th \$2500 Fri \$3500 Sat/Sun \$4500	M-Th \$2500 Fri \$3500 Sat/Sun \$4500
Tournament Sat/Sun Individual Player Rates	Requires Tournament Agreement \$100 Deposit	28.00/34.00 player 25.00 per cart	28.00/34.00 player 26.00 per cart
Tournament Friday Individual Player Rates	Requires Tournament Agreement \$100 Deposit	25.00/\$30.00 player 25.00 per cart	25.00/\$30.00 player 26.00 per cart
Tournament Discount Mon-Thu	Requires Tournament Agreement \$100 Deposit	20.00 per player 25.00 per cart	20.00 per player 26.00 per cart
	Cancellation of event less than 7 calendar days prior to the tournament date will result in forfeit of all deposit fees.		
GOLF EQUIPMENT RENTALS			
Carts Motorized (18 Holes)	Any Day Per Round	12.00 per person	13.00 per person
Carts Motorized (9 Holes)	Any Day Per Round	7.00 per person	7.00 per person
Carts Motorized Twilight Rate	Any Day Per Round	8.00	8.00
Carts Hand Pulled	Any Day Per Round	5.00	5.00

EXHIBIT "A"
City of Marysville Parks & Recreation 2009 Fee Schedule

Includes sales tax when applicable

Club Rental(s) / Equipment	Any Day Per Round	13 .00	13.00
TRAIL FEE Mon-Sun Annual Trail Fee	Personal cart use-public trail Calendar year purchase	8.00	8.00 400.00
SEASONAL PASSES / Excludes Tax			
Youth	Any 3 consecutive months	175	175
Adult / Winter Pass September to December	Fall-Winter unlimited days	250	250
Senior Pass September to December	Fall –Winter unlimited days	175	175

YOUTH & SENIOR FEE DISCOUNTS AND/OR REFUNDS REQUIRE PARKS ADVISORY BOARD APPROVAL.

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 8, 2008

AGENDA ITEM: Authorizing the surplus of equipment which is no longer compatible with the City’s technology infrastructure.	AGENDA SECTION: Consent	
PREPARED BY: Worth Norton, Information Services Manager	AGENDA NUMBER:	
ATTACHMENTS 1. Resolution No. _____	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE: 50300090 535000	AMOUNT:	

The attached resolution contains a list of I.T. hardware and that will become obsolete within the City’s I.T. infrastructure in the next 18 months. While the listed PCs are able to run some of the City’s older software, they are not satisfactory for many of the new software applications now being used or are in the planning stages. These PCs will be gradually phased out over the next 18 months.

The City’s Information Services Department is committed to green technology based on reduce, reuse and recycle. First the City will reuse all PCs that can be used in a less demanding situation within the City prior to being surplus if the costs of retaining the PCs are lower than replacing them. Then all PCs that are still in good enough condition will be sold. Only PCs that are damaged or have no useable value will be recycled.

These PCs will be completely cleaned of all data and reformatted with their original operating systems. All refurbishing will be done by our I.T. Interns to minimize costs. In addition, all purchasers will be required to sign a letter of understanding that PCs are considered hazardous waste and must be disposed of properly.

We expect to be able to auction off most of the PCs using an “eBay style” purchase now or best bid format. This system has been successfully used for three years and has sold approximately 70 surplus PCs and miscellaneous networking equipment.

RECOMMENDED ACTION: City staff recommends that the City Council authorizes the Mayor to sign the attached resolution declaring certain items of personal property to be surplus and authorizing the sale and disposal thereof.
COUNCIL ACTION:

CITY OF MARYSVILLE

Marysville, Washington

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF MARYSVILLE DECLARING CERTAIN ITEMS OF PERSONAL PROPERTY TO BE SURPLUS AND AUTHORIZING THE SALE OR DISPOSAL THEREOF.

WHEREAS, the following list of equipment has reached the end of its useful lifecycle.

WHEREAS, by determination of the City's Information Services Department, the following list of equipment will soon not be compatible with the City's technology infrastructure.

WHEREAS, the following hardware, as identified, is considered hazardous waste and must be disposed of either through hazardous waste recycling or resale with a signed understanding of eventual hazardous waste disposition.

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

The items of personal property listed below are hereby declared to be surplus and are of no further public use or necessity.

Type	Brand	Model	Serial	Type	Brand	Model	Serial
Laptop	Dell	Latitude D505	8N5BH51	PC	Dell	OptiPlex GX260	7CQM621
Laptop	Dell	Latitude D505	8P5BH51	PC	Dell	OptiPlex GX260	8SC5Z11
Laptop	Dell	Latitude D505	GN5BH51	PC	Dell	OptiPlex GX260	CSC5Z11
Laptop	Dell	Latitude D505	GP5BH51	PC	Dell	OptiPlex GX260	DYGG221
Laptop	Dell	Latitude D505	JM5BH51	PC	Dell	OptiPlex GX260	F7MSK11
Laptop	Dell	Latitude D600	2D1ZP51	PC	Dell	OptiPlex GX260	GCQM621
Laptop	Dell	Latitude D600	3V3BH51	PC	Dell	OptiPlex GX260	JBQM621
Laptop	Dell	Latitude D600	6W3BH51	PC	Dell	OptiPlex GX260	JWR7P21
Laptop	Dell	Latitude D600	9V3BH51	PC	Dell	OptiPlex GX270	1VH9L31
Laptop	Dell	Latitude D600	CW3BH51	PC	Dell	OptiPlex GX270	2CC6741
Laptop	Dell	Latitude D600	G6FBH51	PC	Dell	OptiPlex GX270	3DC6741
Laptop	Dell	Latitude D800	2KHWL51	PC	Dell	OptiPlex GX270	3Y96R41
Laptop	Dell	Latitude D800	98B4S51	PC	Dell	OptiPlex GX270	4LXT131
Laptop	Dell	Latitude D800	C7M7M51	PC	Dell	OptiPlex GX270	4Y96R41
PC	Dell	OptiPlex GX240	193G711	PC	Dell	OptiPlex GX270	5163851
PC	Dell	OptiPlex GX240	3B6H711	PC	Dell	OptiPlex GX270	5LXT131
PC	Dell	OptiPlex GX240	483G711	PC	Dell	OptiPlex GX270	6CC6741
PC	Dell	OptiPlex GX240	496H711	PC	Dell	OptiPlex GX270	6CC6741x
PC	Dell	OptiPlex GX240	586H711	PC	Dell	OptiPlex GX270	6DC6741

Type	Brand	Model	Serial
PC	Dell	OptiPlex GX240	786H711
PC	Dell	OptiPlex GX240	886H711
PC	Dell	OptiPlex GX240	996H711
PC	Dell	OptiPlex GX240	C96H711
PC	Dell	OptiPlex GX240	D76H711
PC	Dell	OptiPlex GX240	D83G711
PC	Dell	OptiPlex GX240	F86H711
PC	Dell	OptiPlex GX240	FT96R41
PC	Dell	OptiPlex GX240	H96H711
PC	Dell	OptiPlex GX260	16MSK11
PC	Dell	OptiPlex GX260	1SC5Z11
PC	Dell	OptiPlex GX260	20CM931
PC	Dell	OptiPlex GX260	2DMSK11
PC	Dell	OptiPlex GX260	3XR7P21
PC	Dell	OptiPlex GX260	4SC5Z11
PC	Dell	OptiPlex GX260	4V6LW11
PC	Dell	OptiPlex GX260	56MSK11

Type	Brand	Model	Serial
PC	Dell	OptiPlex GX270	7TH9L31
PC	Dell	OptiPlex GX270	7Y96R41
PC	Dell	OptiPlex GX270	8N90L31
PC	Dell	OptiPlex GX270	8Y96R41
PC	Dell	OptiPlex GX270	9CC6741
PC	Dell	OptiPlex GX270	BDC6741
PC	Dell	OptiPlex GX270	BX96R41
PC	Dell	OptiPlex GX270	CBFFR41
PC	Dell	OptiPlex GX270	CCC6741
PC	Dell	OptiPlex GX270	CY96R41
PC	Dell	OptiPlex GX270	FY96R41
PC	Dell	OptiPlex GX270	GVBZG31
PC	Dell	OptiPlex GX270	GX96R41
PC	Dell	OptiPlex GX270	HBC6741
PC	Dell	OptiPlex GX270	HBFFR41
PC	Dell	OptiPlex GX270	J6P4N31
PC	Dell	OptiPlex GX270	JY96R41

The City is hereby authorized to sell or dispose of the above referenced items in a manner which, by the direction of the Information Services Manager, nets the greatest amount to the City.

PASSED by the City Council and APPROVED by the Mayor this _____ day of December, 2008.

CITY OF MARYSVILLE

By _____
DENNIS KENDALL, Mayor

ATTEST:

By _____
TRACY JEFFRIES, City Clerk

Approved as to form:

By _____
GRANT K. WEED, City Attorney

RESOLUTION -2

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, AMENDING MMC 14.07.005 GENERAL FEE STRUCTURE TO INCREASE THE BANK RETURN ITEM FEE FROM \$30 TO \$40; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the City Council of the City of Marysville finds that from time to time it is necessary and appropriate to review and revise the City’s GENERAL FEE STRUCTURE; and

WHEREAS, the costs of administration and processing of BANK RETURNED ITEMS has increased for the City;

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

Section 1: MMC 17.07.005 is hereby amended to read as follows:

14.07.005 General fee structure.

The public works department is authorized to charge and collect the following fees:

Type of Activity	Fee
Land development review and construction inspection fees	See Chapter 15.12 MMC
Storm sewer inspection fee	\$60.00/hour and/or consultant fee
Street closure notice	\$60.00
Install/repair street sign	Materials and expenses
Street code variance	See Chapter 15.12 MMC
Application for vacation of streets, roads and alleys	\$500.00, plus appraisals, cost of preparing legal descriptions
Vegetation abatement	Cost to abate plus a 10 percent surcharge (see MMC 12.36.020 and 12.36.030)
Storm connection fee	\$100.00
Construction water	\$3.50/1,000 gallons used
Hydrant water	\$50.00 setup + \$3.50/1,000 gallons used
Sanitary sewer extension inspection charge	\$500.00 minimum for 500 feet or less + \$1.00 per foot over 500 feet
Sanitary sewer installation fee (mainline to right-of-way)	City-installed: cost per foot at time and materials
Sanitary sewer inspection fee	\$100.00 per connection

(right-of-way to residence)	
Segregations (LID fees)	\$100.00, plus actual engineering costs incurred by the city
Disconnection charges: Voluntary disconnection of service	\$5.00
Involuntary disconnection of service	\$10.00; \$20.00 if the utility department is required to make a special trip for a single account in an involuntary disconnection situation
Reconnection charges: Voluntary reconnection	\$5.00
Involuntary reconnection	\$10.00; \$20.00 if the utility department is required to make a special trip for a single account in an involuntary reconnection situation
Shut-off/turn-on fee after hours (water)	\$75.00
Unauthorized connection: water or sewer	\$200.00
Variances: water/sewer	See Chapter 15.12 MMC
Water system extension inspection fee	\$0.30/foot
Miscellaneous utility relocation (hydrants, meters, blow-offs)	Time and materials
Water use violation: Commercial	\$200.00
Residential	\$50.00
Water and/or sanitary sewer plan review	See Chapter 15.12 MMC
Water/sewer connection filing fee	\$20.00
Water/sewer system design standard specifications manual	\$10.00 – \$50.00
Account change water meter read	\$15.00
Recovery contract	\$250.00 minimum or one percent of project + \$50.00 collection fee
Emergency locate (after hours)	\$100.00
Late payment fees	Five percent of account for first notice; additional five percent of account for second notice
Bank returned item fee	\$30.00 <u>\$40.00</u>
Photocopies	See MMC 1.16.070
Blueprint copies	See MMC 1.16.070
Staff time	See MMC 1.16.070

Tape duplication	See MMC 1.16.070
Mailing costs	See MMC 1.16.070

(Ord. 2554 § 1, 2004; Ord. 2346 § 1, 2000; Ord. 2267 § 1, 1999; Ord. 2106 § 2, 1996).

Section 2. Severability. If any section, subsection, sentence, clause, phrase or work of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2008.

CITY OF MARYSVILLE

By: _____
DENNIS L KENDALL, MAYOR

Attest:

By: _____
TRACY JEFFRIES, CITY CLERK

Approved as to form:

By: _____
GRANT K. WEED, CITY ATTORNEY

Date of Publication: _____

Effective Date: _____
(5 days after publication)

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

An Ordinance of the City of Marysville Amending the 2008 Budget and providing for the increase of certain expenditure items as budgeted for in 2008 and Amending Ordinance No. 2723.

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

Section 1. Since the adoption of the 2008 budget by the City Council on November of 2007, it has been determined that the interests of the residents of the City of Marysville may best be served by the increase of certain expenditures. The following funds as referenced in Ordinance No. 2723 are hereby amended to read as follows:

Fund Description	Fund No.	Est. Beg. Fund Bal. & Revenue Adj.	Appropriations Adjustment	Ending Fund Balance Adjustment
General Fund	001	-	674,610	(674,610)
KBSCC	106	9,000	4,000	5,000
REET I	110	-	100,000	(100,000)
REET II	111	-	100,000	(100,000)
Parks Construction	310	1,467,068	1,450,000	17,068
Solid Waste	410		20,000	(20,000)
Golf Course	420	85,000	85,000	-
Streets	101	-	40,000	(40,000)
Fleet Maintenance	501	145,000	205,000	(60,000)
Facility Maintenance	502	12,000	13,000	(1,000)

Total Budget Adjustment	\$ 1,718,068	\$ 2,691,610	\$ (973,542)
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The detail concerning the above – referenced amendments are attached hereto as Exhibit “A”.

Section 2. In accordance with MMC 2.50.030, the 2008 budget is hereby amended to reflect that City employees shall be paid in accordance with the established job classification and grades or ranges attached hereto and contained in the job classification and salary grids of the budget document.

Section 3. The action of the Salary Commission set forth in their minutes of April 24, 2008 adjusting elected officials salaries effective May 1, 2008 is hereby incorporated by this reference pursuant to MMC 2.51.040(2).

Section 4. Except as provided herein, all other provisions of Ordinance No. 2723, shall remain in full force and effect, unchanged.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2008.

CITY OF MARYSVILLE

By _____
Dennis L. Kendall, MAYOR

ATTEST:

By _____
Tracy Jeffries, CITY CLERK

Approved as to form:

By _____
Grant Weed, CITY ATTORNEY

Date of Publication: _____

Effective Date (5 days after publication): _____

EXHIBIT A – FUND AMENDMENT DETAIL

Description	Beg Fund Balance/ Revenue Adj	Appropriation Adjustment	Ending Fund Balance Adjustment
General Fund			
Transfer to Park Construction Fund for Qwuloolt Project		200,000	(200,000)
Operating Transfer to the Golf Course		216,000	(216,000)
Increased Legal Fees/2 Prosecutor Positions/1 Legal Conf. Admin. Asst.		258,610	(258,610)
Total General Fund	-	674,610	(674,610)
Ken Baxter Senior Center - Fund 106			
Stillaquamish Tribe Contribution	9,000		9,000
Purchase of TV's and Wii's for Senior Center	-	4,000	(4,000)
Total Ken Baxter Senior Center	9,000	4,000	5,000
REET I - Fund 110			
Transfer to Parks Construction Fund for Qwuloolt Project		100,000	(100,000)
REET II - Fund 111			
Transfer to Parks Construction Fund for Qwuloolt Project		100,000	(100,000)
Parks Construction - Fund 310			
Sound Transits Funding of the Qwuloolt Project	1,067,068		1,067,068
Land purchases for the Qwuloolt Project	-	1,450,000	(1,450,000)
Transfer from Funds 001/110/111 for City's portion of Qwuloolt Project	400,000		400,000
Total Parks Construction Fund	1,467,068	1,450,000	17,068
Golf Course - Fund 420			
Pro Shop Inventory Supplies		30,000	(30,000)
Sales of Merchandise	20,000		20,000
Increase in Utility Costs - Water/Sewer Usage higher		10,000	(10,000)
Seasonal Pay - Course Maintenance		15,000	(15,000)
Seasonal Pay - Pro Shop		10,000	(10,000)
Teamster salary increases & restructuring of positions		20,000	(20,000)
Cart Rental	16,000		16,000
Transfer from General Fund	49,000		49,000
Total Golf Course	85,000	85,000	-
Streets - Fund 101			
Special Projects/Train Derailment		30,000	(30,000)
Fuel		10,000	(10,000)
Total Streets	-	40,000	(40,000)
Solid Waste - Fund 410			
Truck Repair		20,000	(20,000)
Total Solid Waste	-	20,000	(20,000)
Fleet Maintenance - Fund 501			
Purchase of Police Vehicles - Originally approved in the General Fund, but purchased by the Fleet Maintenance Fund	125,000	125,000	-
Truck Repair for Solid Waste	20,000	20,000	
Parts and Materials		60,000	(60,000)
Total Fleet Maintenance	145,000	205,000	(60,000)
Facility Maintenance - Fund 502			
Overtime - Increased after hour call outs		12,000	(12,000)
Parts and Materials		1,000	(1,000)
Building Maintenance Charges	12,000		12,000
Total Facility Maintenance	12,000	13,000	(1,000)
GRAND TOTAL	1,718,068	2,691,610	(973,542)

EXHIBIT B – 2008 REVISED SALARY GRIDS

Job Classification - Directors

2008

<u>Pay Code</u>	<u>Classifications</u>	<u>Pay Range</u>
	Chief Administrative Officer	Separate Contract
D1	Police Chief & Public Works Director	\$103,655 to \$139,455
D2	Finance Director & Community Development Director	\$98,214 to \$134,298
D3	Park & Recreation Director	\$95,486 to \$129,117

Salary adjustments for Directors shall be determined by the Mayor and Chief Administrative Officer and shall range from 0% to 6% based on ability to meet projected goals/performance standards and overall department operations. Approval of such salary adjustments shall also be subject to available funding and incorporation of such funding in the budget by the City Council

**CITY OF MARYSVILLE
MANAGEMENT PAY GRID
2009**

PAY CODE	TITLE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5
M1	Business Office Supervisor	4552	4802	5066	5345	5640	5949
M2	Senior Center Manager, Business Office Manager (Police)	4779	5042	5319	5612	5921	6246
M3	None	5019	5294	5585	5893	6216	6559
M4	Street Maint. Supervisor, Const. Inspection Supervisor	5269	5559	5864	6187	6528	6887
M5	Program Engineer – Surfacewater Supervisor, City Clerk, Golf Course Superintendent, Park Maint Manager, Prosecutor	5532	5837	6157	6497	6854	7230
M6	Project Manager I, WWTP Manager, Parks & Recreation Services Manager	5810	6129	6466	6822	7197	7593
M7	Project Manager II, Fleet/Facility Maintenance Manager, Building Official, Traffic Engineer	6101	6435	6789	7162	7557	7973
M8	Assistant City Engineer, IS Manager, PW Operations Manager, Court Administrator, Financial Operations Manager, Financial Planning Manager, Planning Manager - Land Use	6405	6758	7128	7521	7934	8371
M9	Engineering Services Manager - Land Development, Police Admin Division Mgr	6725	7095	7485	7896	8332	8789
M10	PW Superintendent, Assistant HR Director, Assistant Administrative Services Director,	7061	7450	7859	8291	8748	9228
M11	Police Lieutenant	7414	7821	8252	8707	9184	9690
M12	Asst. PW Director/City Engineer, Police Commander	7785	8213	8665	9141	9643	10175

11/26/2008

**CITY OF MARYSVILLE
NON-REPRESENTED PAY GRID
2009**

PAY CODE	TITLE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
N1	Assistant Golf Pro	3228	3389	3560	3738	3924	4120	4327
N2	Confidential Administrative Assistant	3389	3560	3738	3924	4120	4327	4542
N3	Computer Support Tech I	3560	3738	3924	4120	4327	4542	4770
N4		3738	3924	4120	4327	4542	4770	5007
N5	Procurement/Distribution Spec., Deputy City Clerk	3924	4120	4327	4542	4770	5007	5258
N6	HR Specialist I, Engineering Aid, Engineering Project Aid, Surface Water Tech., Probation Officer, GIS/CAD Tech, Computer Support Tech II, Police/Legal Confidential Administrative Assistant	4120	4327	4542	4770	5007	5258	5522
N7	Engineering Tech, Associate Planner, Development Services Tech., Code Enforcement Officer, Bldg Inspector, Construction Inspector, HR Specialist II, Executive Assistant	4327	4542	4770	5007	5258	5522	5797
N8	Athletic Coordinator, Recreation Coordinator, Accountant, Electrical Inspector	4542	4770	5007	5258	5522	5797	6088
N9	Associate Engineer II, Community Information Officer, Financial Analyst, HR Analyst, Computer Network Administrator, GIS Analyst, Plan Exam/Senior Bldg Inspector, Crime Analyst	4770	5007	5258	5522	5797	6088	6391
N10	Asst. City Attorney, Assoc Engineer III/CD, GIS Administrator, Risk Management Officer, SCADA/Telemetry Administrator	5007	5258	5522	5797	6088	6391	6712
N11	Senior Development Review Engineer, Senior Planner	5258	5522	5797	6088	6391	6712	7047

11/26/2008

CITY OF MARYSVILLE
TEAMSTERS PAY GRID
January 1, 2008 3.3% COLA

Job Classification	PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
*steps as reflected in Munis Financial System								
Receptionist*	1	2,652	2,761	2,875	2,993	3,115	3,242	3,368
Accounting Assistant	2	2,805	2,920	3,040	3,164	3,296	3,430	3,563
Program Clerk	2-1	2,818	2,934	3,054	3,178	3,311	3,446	3,580
Procurement & Distribution Asst	3	3,009	3,131	3,263	3,396	3,535	3,679	3,823
Program Assistant	3	3,009	3,131	3,263	3,396	3,535	3,679	3,823
Meter Reader	4	3,057	3,182	3,311	3,448	3,589	3,735	3,880
Program Specialist	5	3,202	3,334	3,471	3,613	3,762	3,915	4,066
Accounting Technician	6	3,225	3,359	3,496	3,639	3,791	3,945	4,096
Maintenance Worker I	6-1	3,210	3,343	3,480	3,623	3,773	3,927	4,077
Property/Evidence Specialist	7	3,338	3,474	3,617	3,764	3,918	4,080	4,238
Meter Reader/Repair	8	3,362	3,499	3,644	3,795	3,949	4,111	4,270
Administrative Secretary	9	3,343	3,481	3,623	3,772	3,926	4,088	4,246
Senior Accounting Technician	10	3,463	3,605	3,753	3,905	4,064	4,233	4,397
Program Lead	11	3,510	3,656	3,804	3,960	4,122	4,291	4,456
Water Quality Assistant	12	3,587	3,734	3,886	4,044	4,212	4,383	4,554
Equipment Mechanic	13							
Solid Waste Collector	13	3,444	3,583	3,734	3,886	4,044	4,209	4,374
Traffic Control Systems Tech	14	3,885	4,045	4,211	4,383	4,562	4,750	4,935
Facilities Maintenance Worker II	15	3,665	3,814	3,969	4,134	4,302	4,479	4,653
Maintenance Worker II	15	3,665	3,814	3,969	4,134	4,302	4,479	4,653
Utility Locator **	15-1	3,665	3,814	3,969	4,134	4,302	4,479	4,653
Permit Coordinator	16-1	3,646	3,793	3,948	4,112	4,280	4,455	4,628
WWTP Maint Technician I	17	3,790	3,949	4,108	4,276	4,452	4,634	4,813
Wtr Qual/Cross Connect Cntrl Spec	18	3,938	4,099	4,268	4,442	4,624	4,815	5,001
Heavy Equipment Operator ***	19	3,900	4,059	4,226	4,400	4,579	4,768	4,953
Lead Worker I	20	3,994	4,161	4,330	4,507	4,693	4,885	5,075
Senior Equipment Mechanic	21	3,977	4,137	4,306	4,484	4,668	4,857	5,046
WWTP Operator	22	4,141	4,311	4,488	4,672	4,864	5,063	5,259
WWTP Maint Technician II	23	4,160	4,330	4,507	4,692	4,885	5,084	5,282
Lead Worker II	24	4,322	4,500	4,684	4,876	5,076	5,285	5,491
WWTP Lead	25	4,470	4,653	4,844	5,041	5,248	5,464	5,676
Sr Traffic Control Systems Tech	26	4,562	4,750	4,944	5,147	5,358	5,579	5,793

Rev 5/29/08

CITY OF MARYSVILLE
TEAMSTERS PAY GRID
June 1, 2008

Job Classification	PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
*steps as reflected in Munis Financial System								
Receptionist*	1	2,652	2,761	2,875	2,993	3,115	3,242	3,368
Accounting Assistant	2	2,805	2,920	3,040	3,164	3,296	3,430	3,563
Program Clerk	2-1	2,818	2,934	3,054	3,178	3,311	3,446	3,580
Procurement & Distribution Asst	3	3,009	3,131	3,263	3,396	3,535	3,679	3,823
Program Assistant	3	3,009	3,131	3,263	3,396	3,535	3,679	3,823
Meter Reader	4	3,057	3,182	3,311	3,448	3,589	3,735	3,880
Program Specialist	5	3,202	3,334	3,471	3,613	3,762	3,915	4,066
Accounting Technician	6	3,225	3,359	3,496	3,639	3,791	3,945	4,096
Maintenance Worker I	6-1	3,210	3,343	3,480	3,623	3,773	3,927	4,077
Property/Evidence Specialist	7	3,338	3,474	3,617	3,764	3,918	4,080	4,238
Meter Reader/Repair	8	3,362	3,499	3,644	3,795	3,949	4,111	4,270
Administrative Secretary	9	3,343	3,481	3,623	3,772	3,926	4,088	4,246
Senior Accounting Technician	10	3,463	3,605	3,753	3,905	4,064	4,233	4,397
Program Lead	11	3,510	3,656	3,804	3,960	4,122	4,291	4,456
Water Quality Assistant	12	3,587	3,734	3,886	4,044	4,212	4,383	4,554
Solid Waste Collector	13	3,444	3,583	3,734	3,886	4,044	4,209	4,374
Traffic Control Systems Tech	14	3,885	4,045	4,211	4,383	4,562	4,750	4,935
Facilities Maintenance Worker II*	16-1	3,738	3,890	4,048	4,217	4,388	4,569	4,746
Maintenance Worker II*	16-1	3,738	3,890	4,048	4,217	4,388	4,569	4,746
WWTP Maint Technician I	17	3,790	3,949	4,108	4,276	4,452	4,634	4,813
Wtr Qual/Cross Connect Cntrl Spec	18	3,938	4,099	4,268	4,442	4,624	4,815	5,001
Lead Worker I	20	3,994	4,161	4,330	4,507	4,693	4,885	5,075
Equipment Mechanic	21	3,977	4,137	4,306	4,484	4,668	4,857	5,046
WWTP Operator	22	4,141	4,311	4,488	4,672	4,864	5,063	5,259
WWTP Maint Technician II	23	4,160	4,330	4,507	4,692	4,885	5,084	5,282
Lead Worker II	24	4,322	4,500	4,684	4,876	5,076	5,285	5,491
WWTP Lead	25	4,470	4,653	4,844	5,041	5,248	5,464	5,676
Sr Traffic Control Systems Tech	26	4,562	4,750	4,944	5,147	5,358	5,579	5,793

*MWII and Facilities MWII moves from PC 15 to PC 16 with 2% increase effective 6/1/08

Receptionist moves to Program Clerk effective 6/1/2008

HCO moves to Lead Worker I effective 6/1/08

Utility Locator moves to MWII effective 6/1/08

Rev 7/7/08

CITY OF MARYSVILLE
MPOA - (CUSTODY & COMMUNITY SERVICE OFFICERS)
January 1, 2008 - December 31, 2008
3.3% increase

PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	*steps as reflected in Munis Financial System						
Community Service Officer	3,607	3,754	3,908	4,068	4,235	4,409	4,580
Custody Sergeant	4,140	4,318	4,469	4,626	4,807	5,009	5,158
Custody Officer	3,697	3,855	3,990	4,130	4,292	4,472	4,605

2008
MPOA - (OFFICERS & SERGEANTS)
January 1, 2008 Through December 31, 2008
3.3% increase

PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5
	*steps as reflected in Munis Financial System					
Police Officers	4,536	4,709	4,878	5,144	5,440	5,656
Police Sergeant	5,316	5,527	5,724	6,036	6,395	6,647
Entry Police	4,082					

DRAFT - CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

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

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

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

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

WHEREAS, on September 27, 2004 the Marysville City Council held a Public Hearing, took public testimony and fully considered the staff recommendation of proposed Water and Sewer rates and approved Staff recommendation regarding rate increases including GFC increases; uniform outside city rate surcharge discount for low income seniors and disabled citizens; volume based school sewer rates; an increase to all water rates; an increase to all sewer rates; an automatic inflation adjustment with annual review; and raising the gallonage limit for summer rates; and

WHEREAS, the Marysville City Council, during the 2009 Budget processes and adoption, finds that the recommended 2% increase of water, sewer, and surface water rates, per MMC 14.07.075 Section 1, are fair, just and reasonable.

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

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

14.07.060 Water rates.

(1) Definitions.

ORDINANCE - 1

/w/pf/mv/increase.ord 2008 water-sewer

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

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

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

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

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

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

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

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

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

Meter Size	Consumption		Outside	
	Allowance	City Rate	Rural Rate	UGA Rate
Multiple Residential Units (per Unit)	6,000	24.17	36.31	48.25
5/8" X 3/4"	6,000	24.17	36.31	48.25
3/4" X 3/4"	9,000	31.82	47.74	63.65
1"	15,000	47.23	70.79	97.41
1.5"	30,000	85.68	128.52	171.26
2"	48,000	132.19	198.39	264.38
3"	75,000	201.65	302.43	402.80
4"	150,000	393.21	589.56	785.81
6"	360,000	930.65	1,396.58	1,861.91
8"	450,000	1,161.78	1,742.47	2,323.05
10"	600,000	1,546.12	2,318.77	3,092.44
12"	840,000	2,160.67	3,240.95	4,321.23
Overage Rate	per 1,000 gals	2.60	3.98	5.20
Summer Surcharge	over 40,000	3.16	4.79	6.22

(3) Overage Rate. Consumption of water in excess of the bimonthly allowance specified

ORDINANCE - 2

/wpf/mv/increase.ord 2008 water-sewer

above shall be charged at a rate of \$2.60 per 1,000 gallons of overage within the city, \$3.98 per 1,000 gallons of overage within the CWSP, and a rate of \$5.20 per 1,000 gallons of overage outside CWSP.

(4) Summer Surcharge for Residential Users. Water consumption by single-family and multiple residential units beyond 40,000 gallons bimonthly per unit shall be surcharged to 120 percent of the applicable overage. The surcharge shall apply for services for the months of May, June, July, August and September.

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

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

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

- (a) Private hydrants, each: \$37.33 per year;
- (b) Wet standpipe systems: \$37.33 per year;
- (c) Dry standpipe systems: None;

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

Size of Line	Bimonthly Charge
2-inch	\$40.60
3-inch	\$49.98
4-inch	\$61.40
6-inch	\$77.01
8-inch	\$100.98
10-inch	\$126.99

ORDINANCE - 3

/w/pf/mv/increase.ord 2008 water-sewer

12-inch \$146.68

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

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

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

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

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

14.07.070 Sewer rates.

(1) Definitions.

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

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

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

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

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

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

ORDINANCE - 4

/w/pf/mv/increase.ord 2008 water-sewer

shall be defined as including mobile home parks.

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

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

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

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

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

Classification	City Rate	Outside	
		Rural Rate	UGA Rate
Single Family Residential	66.40	99.55	133.21
Multiple Residential Units per unit	63.14	94.76	119.03
Hotels/Motels per unit	46.51	69.77	93.02
Commercial (BOD/TSS Range mg/l) minimum	66.40	99.55	133.21
Class 1 (31 to 100 mg/l) per 1,000 gals	1.02	1.53	1.84
Class 2 (101 to 200 mg/l) per 1,000 gals	1.33	1.99	2.60
Class 3 (201 to 300 mg/l) per 1,000 gals	1.63	2.50	3.37
Class 4 (301 to 400 mg/l) per 1,000 gals	2.30	3.47	4.69
Class 5 (401 to 500 mg/l) per 1,000 gals	2.81	4.23	5.61
Class 6 (501 to 1000 mg/l) per 1,000 gals	4.34	6.48	8.67
Overnight Camping			
individual connections per unit	46.51	69.77	93.02
other connections each	63.14	94.76	119.03
Schools			
Minimum	66.40		
Per 1,000 gallons	3.77		

(4) Calculation of Sewer Rates for Mobile Home Parks. The total sewer bill for mobile home parks shall be calculated by applying the rate schedule above to the total number of pads or mobile home sites on the premises which are in a condition ready for occupancy, regardless of

ORDINANCE - 5

/w/pf/mv/increase.ord 2008 water-sewer

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

(5) Restaurants, for the purpose of sewer rates, shall be classified as Class 3 strength as described in subsection (3) of this section. Restaurants without approved grease traps, including those restaurants where a variance has been granted eliminating the necessity of a grease trap, shall be surcharged \$2.12 per 1,000 gallons.

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

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

(8)Rate relief.

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

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

14.19.050 Surface water utility rates.

Surface water utility rates shall be based on a commonly accepted rate unit for surface water utilities, the equivalent residential unit (ERU). The ERU is used to relate a base

ORDINANCE - 6

/w/pf/mv/increase.ord 2008 water-sewer

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

<u>Customer Class</u>	Rate Calculation <u>(1 ERU = 3,200 sq ft)</u>	2009 Monthly Rate
Residential	1 ERU	\$8.32
Nonresidential	<u>(sq ft of impervious surface)</u> (1 ERU)	\$8.32

Section 3. Effective Date. This Ordinance and the rate schedules provided herein shall be effective January 1, 2009.

PASSED by the City Council and APPROVED by the Mayor this ____ day of December, 2008.

CITY OF MARYSVILLE

By _____
DENNIS KENDALL; Mayor

ATTEST:

By _____
TRACY JEFFRIES, City Clerk

Approved as to form:

By _____
GRANT K. WEED, City Attorney

ORDINANCE - 7

/w/pf/mv/increase.ord 2008 water-sewer

Date of Publication: _____

ORDINANCE - 8

/w/f/mv/increase.ord 2008 water-sewer

CITY OF MARYSVILLE
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 8, 2008

AGENDA ITEM: Approval of New For-Hire Business to Operate in Marysville	AGENDA SECTION: Consent	
PREPARED BY: Carol Mulligan, Program Specialist	AGENDA NUMBER:	
ATTACHMENTS: 1. Copy of For-Hire Business License Application 2. Copy of Police Department Approval. 3. Copy of Registration as a Limited Liability Corporation with the Secretary of State and the Department of Licensing. 4. Copy of List of all Vehicles to Operate in Marysville. 5. Copy of Certificates of Liability Insurance Coverage for all Vehicles to Operate in Marysville. 6. MMC 5.24 "For Hire Vehicles"	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

American Checker Transportation, LLC dba American Checker Taxi Cab has submitted an application to operate a "For-Hire" Taxi business in Marysville initially consisting of ten (10) for-hire taxi vehicles.

In accordance with MMC 5.24.060(2): a) the applicant, by deed and word, has demonstrated the willingness and ability to provide public transportation services in full compliance with this chapter; b) the applicant has provided documentation, including vehicle number, make, model, and VIN numbers, for each vehicle verifying the number of public service vehicles as ten. With the continued growth of the greater Marysville area, the number of residents and visitors have increased accordingly with a corresponding increase in the necessity of public transportation services; c) the proposed increase of ten vehicles should not create any adverse impact on environmental or economic growth.

City Staff have determined that all required information has been submitted in its entirety and to the satisfaction of the department. Currently, there are five (5) For-Hire businesses licensed and operating in the City of Marysville: *AAA Taxi, Eagle Taxi, North City Taxi, Yellow Cab of Marysville* and *Yellow Cab of Washington*.

RECOMMENDED ACTION:
 City Staff recommends City Council approve the application for *American Checker Transportation, LLC* to operate a For-Hire business in Marysville.

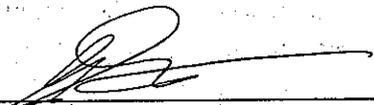
COUNCIL ACTION:

Has your license ever been revoked or suspended? YES If yes, give full details, including dates, charges and final outcome with the court system:

PTA - 2007 - REINSTATED

REFERENCES: Names and addresses of four (4) persons who have known you for a period of one year or more (NO RELATIVES):

Name:	Address:
1. <u>GIND GOEHR</u> Name <u>(425) 386-4798</u> Telephone number	<u>EVERETT</u> Street Address City State Zip
2. <u>DONNA HIESINGER</u> Name <u>(425) 530-8258</u> Telephone number	<u>EVERETT</u> Street Address City State Zip
3. _____ Name <u>()</u> Telephone number	_____ Street Address City State Zip
4. _____ Name <u>()</u> Telephone number	_____ Street Address City State Zip

SIGNATURE OF APPLICANT:  DATE: 10-9-08

POLICE DEPT. APPROVED _____ DENIED _____ DATE _____ INITIALS _____

Received

OCT 09 2008

City of Marysville
Public Works &
Community Development

ROUTE SLIP

Date: 10-8-08

To:

- Planning
- Building
- Fire
- Police Department
- Paul Rochon
- Other

DELAY TO ISSUE
10-27-08

TAXI-CAB BUSINESS LICENSE

RENEWAL _____

2 TAXI CABS DATE _____

Middle _____
2 CITY Everett ZIP 98201

CELL PHONE _____

For Your Approval

For Your Information

Return By: 10-22-08 (ASAP if possible)

PLEASE NOTE: A NON-RESPONSE BY RETURN DUE-DATE WILL BE CONSIDERED AS NO OBJECTION TO LICENSE ISSUANCE.

ADDRESS 2114 Broadway #2

LENGTH OF RESIDENCE IN CITY 0 YRS

ADDITIONAL ADDRESSES

3. _____

4. _____

5. _____

PLACE BELLINGHAM WA

HAIR GRY EYES BLU WEIGHT 187 HEIGHT 5' 11"

PLEASE ATTACH A COPY OF YOUR VALID WASHINGTON STATE LICENSE:

DRIVER'S LICENSE # _____ SOCIAL SECURITY # _____

EXPERIENCE:

HAVE YOU EVER BEEN LICENSED TO DRIVE A "FOR-HIRE" VEHICLE? YES

WHERE? EVERETT, HARRISVILLE, LYNNWOOD, EVERETT

PLEASE PROVIDE A DETAILED EXPLANATION OF YOUR EMPLOYMENT HISTORY FOR THE PAST 5 YEARS, INCLUDING THE TRANSPORTATION OF PASSENGERS: AM CARPOOL TAXI

YELLOW CAB

CRIMINAL HISTORY:

FAILURE TO GIVE COMPLETE HISTORY REGARDING CRIMINAL AND TRAFFIC RELATED OFFENSES WILL RESULT IN DENIAL OF YOUR APPLICATION.

PLEASE INITIAL BELOW TO INDICATE THAT YOU HAVE READ AND UNDERSTAND THE ABOVE STATEMENT

INITIAL

RECEIVED
Marysville Police Department

OCT 10 2008

Have you ever been convicted of a crime? YES If yes, give full details, including dates, charges, and final outcome with the court system for any and all charges:

NONE LAST 20 YRS

Have you ever received a traffic infraction (ticket)? YES If yes, give full details, including dates, charges, and final outcome with the court system for any and all charges:

SPEED - BUIAR - 2007 FINE \$110

OTHERS OVER 20 YRS AGO



STATE OF
WASHINGTON

MASTER LICENSE SERVICE
PO Box 9034 • Olympia, WA 98507-9034 • (360) 664-1400
REGISTRATIONS AND LICENSES

Domestic Limited Liability Company

Unified Business ID #: 602 746 237

Business ID #: 1

Location: 3

Expires: 07-31-2009

AMERICAN CHECKER TRANSPORTATION LLC
AMERICAN CHECKER TAXI CAB
2114 BROADWAY AVE STE 201
EVERETT WA 98201

FOR HIRE
FOR HIRE VEHICLE (14)

TAX REGISTRATION
TAXI METER (14)

REGISTERED TRADE NAMES:

AMERICAN CHECKER TAXI CAB

The licensee named above has been issued the business registrations or licenses listed. By accepting this document the licensee certifies the information provided on the application for these licenses was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Elizabeth A. Luce
Director, Department of Licensing

Received

NOV 13 2008

City of Marysville
Public Works &
Community Development

American Checker Transportation

2114 Broadway Ave. # 2
Everett, Wa. 98201

Phone: 425-341-1411 / 425-259-3333
Fax: 425-609-8680

November 7, 2008

To The City of Marysville
80 Columbia Ave.
Marysville Wa. 98270

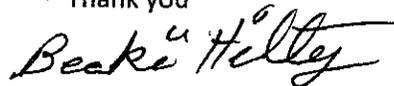
RE: Application of business license

American Checker Taxi Cab Company is Currently licensed and registered in the state of Washington and the City of Everett. American Checker Transportation is one of the major public transportation companys in the Puget sound area. As we serve the great city of Everett we are interested in serving the great city of Marysville because of the growth of population and the growing demand for transportation the city of Marysville deserves quality service and experienced drivers. Newer and reliable cars most of our drivers have more than ten years of experience driving taxis and handling passengers and packages. Our company experience combined is over 240 years. At this time we have 24 hour ,7 days a week radio dispatch . Most of our taxis are Ford Crown Victorias, Toyota and Dodge mini vans. The Color of our taxis are blue and white. We would be putting up to 10 of our taxis full time in Marysville. The Following is a list of the vehicles.

1. #366 2000 Ford Crown Victoria License number 112WUX id number 2FAPW6YX170321
2. #372 2001 Chev Impala license number 003XQY id number 2G1WF55KO19260186
3. #373 2003 Chev Impala license number 876UKP id number 2G1W55K339330198
4. #376 2000 Toyota Sienna License number 344WCV id number 4T3ZF13C3YU183211
5. #381 2001 Ford Windstar license number 410RVA id number 2FMZA51471BA14346
6. #382 2003 Ford Crown Victoria license number 029XMB id number 2FAFP71W43X207620
7. #384 2004 Ford Crown Victoria license number 423XWM id number 2FAHIP71W54X173035
8. #386 1999 Toyota Sienna license number 702XXZ id number 4T3ZF13C9XU161521
9. #387 2004 Ford Crown Victoria license number 433XQY id number 2FAFP71W94X135282
10. #425 2006 Dodge Caravan license number 157VJU id number 1D8GP45R568710048

If you have further questions or if I can assist you in any possible way to help speed up the process please feel free to call me. My phone number is 425-341-1411

Thank you



Becki Hilty
Manager

Chapter 5.24

FOR-HIRE VEHICLES

Sections:

- 5.24.010 Definitions.
- 5.24.020 For-hire vehicle license required.
- 5.24.030 For-hire vehicle license application.
- 5.24.040 Criminal record.
- 5.24.050 Liability insurance.
- 5.24.060 Issuance of for-hire vehicle license.
- 5.24.070 License fees.
- 5.24.080 Driver's permit – Required.
- 5.24.090 Driver's permit – Application.
- 5.24.100 Issuance of driver's permit.
- 5.24.110 Driver's permit – Display.
- 5.24.120 Vehicle equipment.
- 5.24.130 Vehicle markings.
- 5.24.140 Rate schedule.
- 5.24.150 Call record required – Inspection.
- 5.24.160 Direct route required.
- 5.24.170 Receipts.
- 5.24.180 Fraud or refusal to pay fare.
- 5.24.190 Loading and discharging passengers.
- 5.24.200 Parking restriction.
- 5.24.210 Number of passengers restricted.
- 5.24.220 Prohibited acts of drivers.
- 5.24.230 Public service requirements.
- 5.24.240 Suspension or revocation of license.
- 5.24.250 Violation – Penalty.

5.24.010 Definitions.

The following words and phrases when used in this chapter have the meanings as set out in this section:

(1) "Convalescent coaches" means motor vehicles for hire designed for the transportation of handicapped persons who by reason of physical or mental infirmity may not be conveniently transported on public mass transportation vehicles or in taxicabs or who cannot drive their own automobile. The patients transported by such vehicles shall be limited to the following classes of patients:

(a) Patients transported by wheel chair must be able to get into the chair with the help of one person;

(b) Patients must be stable and able to take care of themselves;

(c) Patients must not be incapacitated by medication nor need oxygen or aid en route;

(d) Litter patient may be transported if he meets requirements specified in paragraphs (b) and (c) of this subsection.

(2) "For-hire vehicle" means and includes every motor vehicle used for the transportation of

passengers for hire, and not operated exclusively over a fixed and defined route. This term shall also include motor vehicles designated as "taxicabs" and "convalescent coaches".

(3) "Manifest" means a daily record prepared by a taxicab driver of all trips made by said driver showing time and place of origin, destination, number of passengers and the amount of the fare of each trip.

(4) "Person" includes an individual, a corporation or other legal entity, a partnership and any unincorporated association.

(5) "Rate card" means a card issued by the city clerk for display in each taxicab which contains the rates of fare then in force.

(6) "Waiting time" means the time when a vehicle for hire is not in motion from the time of acceptance of a passenger or passengers to the time of discharge, but does not include any time that the taxicab is not in motion if due to any cause other than the request, act or default of a passenger or passengers. (Ord. 1143 § 2, 1980).

5.24.020 For-hire vehicle license required.

It is unlawful to operate any motor vehicle for hire, including taxicabs and convalescent coaches, over or upon or along any of the streets or alleys of the city without having procured a for-hire vehicle license from the city clerk. (Ord. 1143 § 2, 1980).

5.24.030 For-hire vehicle license application.

Applicants for for-hire vehicle licenses shall furnish the following information:

(1) The financial status of the applicant including the amounts of all unpaid judgments against the applicant and the nature of the transaction or acts giving rise to said judgments;

(2) The experience of the applicant in the transportation of passengers;

(3) Any facts which establish that public convenience and necessity require the granting of the license;

(4) The number of vehicles to be operated or controlled by the applicant and the location of proposed depots and terminals;

(5) For each for-hire vehicle, the company vehicle number therefor, the make, model and identifying color scheme, monogram or insignia, and serial number of the vehicle;

(6) If the applicant is a corporation, it shall accompany the application with a list of the names and addresses of all officers, directors and stockholders;

(7) The criminal record for the past five years relating to crimes of moral turpitude and fraud, for

employee of the licensee has caused, permitted or knowingly done any of the following:

(a) Failed to keep the building structure or equipment of the licensed premises in compliance with the applicable health, building, fire or safety laws, regulations or ordinances in a way which relates to or affects public health or safety on the entertainment club premises;

(b) Failed to comply with the operating rules and regulations of entertainment clubs specified in MMC 5.20.050.

Such suspension shall remain in effect until the conditions causing the suspension are cured and reasonable measures are taken to ensure that the same will not reoccur, as determined by the city council.

(2) The city council may, at any time, revoke an entertainment club license on any one or more of the following grounds:

(a) Whenever the city learns that the licensee or any manager, officer, director, agent or employee of the licensee made a material false statement or representation, or failed to disclose any material information to the city, in connection with any application for the entertainment club license or any renewal thereof;

(b) Whenever the licensee or any manager, officer, director, agent or employee of the licensee fails within a reasonable time to cure a condition that caused a license suspension;

(c) Whenever the licensee or any manager, officer, director, agent or employee of the licensee knowingly permits conduct on the licensed premises that violates any federal, state or city criminal or penal statute, law or ordinance;

(d) Whenever operation of the entertainment club becomes the proximate cause of a significant increase in criminal activity on the premises or in the immediate vicinity in such a way as to endanger persons or property.

(3) Whenever the city clerk determines that there is probable cause for suspending or revoking an entertainment club license, the clerk shall notify the licensee by registered or certified mail, return receipt requested, of such determination. Notice mailed to the address on the license shall be deemed received three days after mailing. The notice shall specify the proposed grounds for suspension or revocation. The notice shall also specify that a hearing shall be conducted by the city council at a time and date denominated in the notice, not more than 21 days thereafter, to determine whether or not the license should be suspended or revoked. The notice shall be mailed to the licensee at least five days prior to the date set for the hearing. The

licensee may appear at the hearing and be heard in opposition to such suspension or revocation. The decision of the city council shall be announced at the conclusion of the hearing and shall be final, subject only to a petition for writ of certiorari being filed with the Snohomish County Superior Court within 14 days following the date of the city council's decision. (Ord. 1677 § 1, 1989; Ord. 1671 § 4, 1989).

5.20.080 Penalties for violation.

The penalties for violating, or failing to comply with, any provision of this chapter are specified in MMC 5.02.140, and the same are incorporated herein by this reference. (Ord. 1636 § 2, 1988).

each and every owner or manager of the business;

(8) Such further information as the city clerk may require. (Ord. 1143 § 2, 1980).

5.24.040 Criminal record.

No for-hire vehicle license shall be issued if the applicant, owner or manager of the business has been convicted of a crime of moral turpitude, or one involving intent to defraud, within the preceding five years. (Ord. 1143 § 2, 1980).

5.24.050 Liability insurance.

(1) Every applicant shall file with the city clerk proof of a current and subsisting policy or policies of public liability insurance, approved as to sufficiency by the city clerk, and as to form by the city attorney, issued by an insurance company or companies authorized to do business in the state, providing liability insurance coverage for each and every vehicle for hire owned, operated and/or leased by the applicant. Such insurance shall be in the sum of \$100,000 for the injury or death of one person, or \$300,000 for the injury or death of more than one person in any one accident, and \$50,000 for property damage.

(2) Every such policy of insurance shall continue to the full amount thereof notwithstanding any recovery thereon and shall provide that the liability of the insurer shall not be affected by the insolvency or bankruptcy of the insured. The policy shall be for the benefit of any and all judgment creditors. Each insurance policy required hereunder shall extend for the period covered by the license applied for and the insurer shall be obliged to give not less than 10 days' written notice to the city clerk in the event of any change or cancellation. (Ord. 1143 § 2, 1980).

5.24.060 Issuance of for-hire vehicle license.

(1) If the city clerk finds that an application for a for-hire vehicle license meets all of the requirements of this chapter, said application shall be submitted to the city council for final determination. Within 30 days thereafter the city council shall set a date for consideration of said application and shall notify the applicant of said date.

(2) The city council shall issue a for-hire vehicle license to the applicant only upon an affirmative finding of the following facts:

(a) That the applicant is fit, willing and able to perform public transportation services for the benefit of the citizens of Marysville, and to conform to the provisions of this chapter;

(b) That for-hire vehicle service of the size and description proposed by the applicant is

required for public convenience and necessity;

(c) That additional for-hire vehicles in the city will create no adverse environmental or economic impacts. (Ord. 1143 § 2, 1980).

5.24.070 License fees.

(1) The license fees are fixed in the amounts shown in the following schedule:

(a) For-hire vehicle license: \$20.00 per year for each business;

(b) Driver's permit: \$40.00 for initial permit and \$25.00 for renewal of permit.

(2) All fees shall be payable annually in advance and no pro-rated fee shall be allowed. (Ord. 1556, 1987; Ord. 1482 § 1, 1986; Ord. 1143 § 2, 1980).

5.24.080 Driver's permit - Required.

No person shall operate a motor vehicle for hire on the streets of the city and no person who owns or controls such vehicle for hire shall permit it to be so driven and no vehicle licensed by the city shall be so driven at any time for hire unless the driver of said vehicle shall have first obtained and shall have then in force a for-hire driver's permit issued under the provisions of this chapter. (Ord. 1143 § 2, 1980).

5.24.090 Driver's permit - Application.

An application for a for-hire driver's permit shall be filed with the city clerk on forms provided by the city. Such application shall be sworn to by the applicant and shall contain the following information:

(1) Names and addresses of four residents of the city who have known the applicant for a period of one year and who will vouch for the sobriety, honesty and general good character of the applicant;

(2) The experience of the applicant in the transportation of passengers;

(3) A concise history of his employment for the past five years;

(4) A picture of the applicant;

(5) Proof of the applicant's current status as a licensed driver in the state of Washington;

(6) The applicant's driving record for the past five years;

(7) The applicant's criminal record for the past five years, relating to abuse of alcohol and/or drugs, and crimes of moral turpitude and fraud. (Ord. 1143 § 2, 1980).

5.24.100 Issuance of driver's permit.

(1) No driver's permit shall be issued if the

5.24.110

applicant has been convicted of a crime relating to the use of alcohol and/or drugs, or a crime of moral turpitude or fraud within the preceding five years.

(2) No driver's permit shall be issued without approval of the chief of police.

(3) Upon finding that an applicant for a driver's permit meets the requirements of this chapter, the city clerk shall issue such a permit, which shall bear the name, address, age, signature and photograph of the applicant. Such a permit shall be in effect for the remainder of the calendar year and shall be subject to annual renewal. (Ord. 1143 § 2, 1980).

5.24.110 Driver's permit – Display.

Every driver licensed under this chapter shall post his driver's permit in such a place as to be in full view of all passengers while such driver is operating a vehicle for hire. (Ord. 1143 § 2, 1980).

5.24.120 Vehicle equipment.

Each vehicle for hire shall be equipped and maintained at all times by the operator thereof for safe and lawful operation and in accordance with the laws of the city and the state and shall be furnished with such equipment as the chief of police shall deem necessary for such safe operation. Any vehicle for hire may be inspected at any reasonable time by the chief of police or his representative. The chief of police shall, on application, and may periodically inspect each vehicle as to safety and cleanliness. (Ord. 1143 § 2, 1980).

5.24.130 Vehicle markings.

Each vehicle licensed shall have the word "taxi-cab," "convalescent coach," or other appropriate descriptive term painted in letters at least three inches high on both sides of the vehicle directly under the true or assumed name listed thereon. Each vehicle licensed shall have the company vehicle numbers painted on all four sides of the vehicle not less than four inches high. Words that might tend to deceive the public may not be used on any vehicle licensed under this chapter. No vehicle covered by the terms of this chapter shall be licensed which has a color scheme, identifying design, monogram or insignia design to imitate any color scheme or identifying design of any other operator in such a manner as to be misleading or deceiving to the public. (Ord. 1143 § 2, 1980).

5.24.140 Rate schedule.

Every person, firm or corporation operating a for-hire vehicle in the city shall file with the city clerk the schedule of rates to be charged for the

operation of their vehicle within the city limits. It is unlawful for any person, firm or corporation to make any other charges, either more or less, for the services rendered by such person, firm or corporation than as set forth in the rate schedule. Such person, firm or corporation shall further cause to be posted in every vehicle a card containing a schedule of the rates. The card shall be posted in a prominent place in the vehicle and the chief of police shall have the power in his discretion to designate the place of posting in the vehicle and the size of the card; provided, that the filed rates shall not be changed until the proposed changes in rates are filed with the city clerk for a period of 30 days. (Ord. 1143 § 2, 1980).

5.24.150 Call record required – Inspection.

For-hire vehicle businesses shall keep at their business offices a chronological record showing each call for service which is ordered or made, and the name of the driver who responded thereto, the number of the vehicle, the time and place of the origin and of the end of each vehicle trip, and the fee charged, and shall upon request of any person paying a vehicle charge, furnish a receipt showing such information. Such records shall at all reasonable times be open to the inspection of the city clerk or chief of police or the agents of either. (Ord. 1143 § 2, 1980).

5.24.160 Direct route required.

Any driver of a vehicle for hire employed to carry passengers to a definite point shall take the most direct route possible that will carry the passengers safely and expeditiously to their destination. (Ord. 1143 § 2, 1980).

5.24.170 Receipts.

The driver of any vehicle for hire shall upon demand by the passenger render to such passenger a receipt of the amount charged, either by a mechanically printed receipt or by a specially prepared receipt on which shall be the name of the owner, license number or motor number, amount of charge and date of transaction. (Ord. 1143 § 2, 1980).

5.24.180 Fraud or refusal to pay fare.

It is unlawful for any person to refuse to pay the legal fare of any of the vehicles mentioned in this chapter after having hired the same and it is unlawful for any person to hire any vehicle herein defined with intent to defraud the person from whom it is hired of the value of such service. (Ord. 1143 § 2, 1980).

5.24.190 Loading and discharging passengers.

Drivers of for-hire vehicles shall not receive or discharge passengers in the roadway, but shall pull up to the right-hand sidewalk as nearly as possible or in the absence of a sidewalk, to the extreme right-hand side of the road and there receive or discharge passengers, except on one-way streets where passengers may be discharged on the right or left-hand sidewalk, or the side of the roadway in the absence of a sidewalk. (Ord. 1143 § 2, 1980).

5.24.200 Parking restriction.

No person or business entity holding a for-hire vehicle license shall allow, cause or permit more than two for-hire vehicles owned or controlled by it to be parked, unmanned, on the public streets of the city at any given time. (Ord. 1143 § 2, 1980).

5.24.210 Number of passengers restricted.

No driver shall permit more persons to be carried in a vehicle for hire as passengers than the rated seating capacity of his vehicle as stated in the license for said vehicle. A child in arms shall not be counted as a passenger. (Ord. 1143 § 2, 1980).

5.24.220 Prohibited acts of drivers.

It is unlawful for any driver of a for-hire vehicle to engage in selling intoxicating liquor or controlled substances, or to solicit business for any house of ill repute, or use his vehicle for any purpose other than the transporting of passengers. (Ord. 1143 § 2, 1980).

5.24.230 Public service requirements.

All persons engaged in the vehicle for hire business in the city operating under the provisions of this chapter shall render an overall service to the public desiring to use their vehicles for hire. Holders of licenses shall maintain a place of business and keep the same open for 24 hours a day for the purpose of receiving calls and dispatching vehicles. They shall answer all calls received by them for services inside the corporate limits of the city as soon as they can do so, and if said services cannot be rendered within a reasonable time, they shall then notify the prospective passengers how long it will be before the said call can be answered and give the reason therefor. (Ord. 1143 § 2, 1980).

5.24.240 Suspension or revocation of license.

The city council may revoke or suspend any vehicle for hire driver's license or any driver's permit on the following grounds:

(1) A driver's conviction in any court of reckless driving, driving while under the influence of intoxicating liquor and/or drugs, or a judicial finding that a driver is a habitual traffic offender;

(2) A conviction of a driver, or an owner, operator or manager of a for-hire vehicle business, of a crime of moral turpitude or one involving intent to defraud;

(3) The charging of passengers more than the maximum fares provided for herein;

(4) The failure or refusal to provide overall service to the public, without cause. (Ord. 1143 § 2, 1980).

5.24.250 Violation - Penalty.

Any person willfully violating any provision of this chapter shall be guilty of a misdemeanor and shall be punished by a fine not to exceed \$500.00 or by imprisonment in jail for not more than six months, or by both such fine and imprisonment. Each day in which the violation continues shall constitute a separate offense. (Ord. 1143 § 2, 1980).

CITY OF MARYSVILLE

Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE AMENDING THE NSF FEE FOR FINE PAYMENTS TO MUNICIPAL COURT AND AMENDING SECTION 2.24.210 OF THE MARYSVILLE MUNICIPAL CODE.

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

Section 1. Section 2.24.210 of the Marysville Municipal Code is hereby amended to read as follows

2.24.210 Surcharge for dishonored checks.

If a fine or penalty is paid by a check or draft which is dishonored by the drawer’s bank, a surcharge of \$40.00 per check shall be added to the defendant’s fine or penalty.

PASSED by the City Council and APPROVED by the mayor this _____ day of _____, 2009.

CITY OF MARYSVILLE

Dennis L. Kendall, Mayor

ATTEST:

Tracy Jeffries, City Clerk

APPROVED AS TO FORM

Grant K. Weed, City Attorney.

Date of Publication: _____