

January 12, 2009

Marysville City Council Meeting
7:00 p.m.

City Hall

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Committee Reports

Presentations

Audience Participation

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

1. Approval of December 8, 2008 City Council Meeting Minutes.
2. Approval of January 5, 2009 City Council Work Session Minutes. *

Consent

3. Approval of December 10, 2008 Claims in the Amount of \$869,917.09; Paid by Check No.'s 52022 through 52162 with Check No. 48119 Voided.
4. Approval of December 17, 2008 Claims in the Amount of \$242,632.40; Paid by Check No.'s 52163 through 52323 with No Check Numbers Voided.
5. Approval of December 24, 2008 Claims in the Amount of \$989,957.83; Paid by Check No.'s 52324 through 52493 with No Check No.'s Voided.
6. Approval of December 31, 2008 Claims in the Amount of \$1,423,270.86; Paid by Check No.'s 52494 through 52580 with Check No.'s 52343, 52354, & 52483 Voided. *
7. Approval of December 19, 2008 Payroll in the Amount of \$929,203.40; Paid by Check No.'s 20756 through 20813.
8. Approval of January 5, 2009 Payroll in the Amount of \$1,313,728.98; Paid by Check No.'s 20814 through 20866. *
9. Authorize the Mayor to Sign the Amendment No. 1 to the Agreement between Okanogan County, Washington and the City of Marysville, Washington, for the Housing of Inmates in the Okanogan County Jail.

****These items have been added or revised from the materials previously distributed in the packets for the January 5, 2009 Work Session.***

Marysville City Council Meeting

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7:00 p.m.

City Hall

11. Authorize the Mayor to Sign the Interlocal Agreement between Snohomish County and the City of Marysville for Auto Theft Task Force Services.

Review Bids

Public Hearings

New Business

10. Sixth Amendment to Chief Administrator Officer's Employment Contract.
12. A **Resolution** of the City of Marysville Declaring Miscellaneous Certain Items of Personal Property to be Surplus and Authorizing the Sale or Disposal Thereof.
13. A **Resolution** of the City of Marysville Affirming the Recommendation of the Hearing Examiner and Granting a Conditional Shoreline Substantial Development Permit to Allow Development of a Commercial Trucking, Storage and Maintenance Facility.
14. An **Ordinance** of the City of Marysville, Washington Amending the City's Code Enforcement and Nuisance Regulations and Amending Chapters 4.02 and 6.24 of the Marysville Municipal Code.
15. An **Ordinance** of the City of Marysville, Washington, Setting Forth the Agreement between the City of Marysville and T-Mobile West Corporation, a Delaware Corporation, Granting T-Mobile, Its Successors and Assigns a Nonexclusive Franchise to Construct, Operate, Maintain, Remove, Replace, and Repair Wireless Facilities within City Right of Way. *
16. An **Ordinance** of the City of Marysville Amending the 2009 Budget and providing for the increase of certain expenditure items as budgeted for in 2009 and Amending Ordinance No. 2751. *
17. Agreement for Services with Allied Employers, Inc. in the Amount of \$27,058.20. *

Legal

Mayor's Business

Staff Business

Call on Councilmembers

Adjourn

Executive Session

**These items have been added or revised from the materials previously distributed in the packets for the January 5, 2009 Work Session.*

January 12, 2009

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

City Hall

- 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 January 5, 2009 Work Session.*

Call to Order/Pledge of Allegiance/Roll Call	7:00 p.m.
Presentations	
Approval of Minutes	
Approval of November 24, 2008 City Council Meeting Minutes	Approved
Approval of December 1, 2008 City Council Work Session Minutes.	Approved
Consent Agenda	
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.	Approved
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.	Approved
Approval of November 20, 2008 Payroll in the Amount of \$718,596.82; Paid by Check No.'s 20644 through 20693.	Approved
Approval of December 5, 2008 Payroll in the Amount of \$1,280,997.42; Paid by Check No. 20694 through 20755.	Approved
Authorize the Mayor to Sign the Janie Vista – Final Plat Mylar.	Approved
Edward Springs 327 Zone Reservoir Project to Start the 45-Day Lien Filing Period.	Approved
Authorize the Mayor to Sign the Interlocal Agreement for Smokey Point Fiber Network between the City of Arlington and the City of Marysville.	Approved
Authorize the Mayor to Sign the Intergovernmental Facilities Use Agreement with the United States Bankruptcy Court for the Western District of Washington.	Approved
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.	Approved
Authorize the Mayor to Sign the Interlocal Data Sharing Agreement between Washington State Department of Licensing and City of Marysville.	Approved
Authorize the Mayor to Sign the City Attorney Retainer Agreement Calendar Year 2009.	Approved
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.	Approved
Authorize the Mayor to Sign the Jacqueline Ridge Phase 2 – Final Plat Mylar.	Approved
Review Bids	
Public Hearings	
New Business	
Adopt a Resolution of the City of Marysville, Washington, Establishing a Parks and Recreation Department Fee Schedule and Repealing Resolution No. 2202.	Approved Res. No. 2254
Adopt a Resolution of the City of Marysville, Washington, Declaring Multiple Computers of Personal Property to be Surplus and Authorizing the Sale or Disposal Thereof.	Approved Res. No. 2255

Adopt 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.	Approved Ord. No. 2756
Adopt 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.	Approved Ord. No. 2757
Adopt 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.	Approved Ord. No. 2758
Approval of the Application for American Checker Transportation, LLC to Operate a For-Hire Business in Marysville.	Approved
Adopt 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.	Approved Ord. No. 2759
Legal	
Authorize the Mayor to Sign the Undi Real Estate Purchase & Sale Agreement.	Approved
Mayor's Business	
Approve Reappointment of Councilmember Wright to the Snohomish Health District Board of Health.	Approved
Staff Business	
Call on Councilmembers	
Adjournment	8:34 p.m.
Executive Session	
Real Estate – 1 item, Review Potential City Hall Sites.	Held
Adjournment	9:14 p.m.

COUNCIL



MINUTES

Regular Meeting

December 8, 2008

Call to Order / Invocation / Pledge of Allegiance

Mayor Dennis Kendall called the December 8, 2008 meeting of the Marysville City Council to order at 7:00 p.m. at Marysville City Hall. The invocation was given by Pastor Greg Kanehen from Free Methodist Church. Mayor Kendall led those present in the Pledge of Allegiance.

Roll Call

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

Mayor: Dennis Kendall

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

Absent: None

Also Present: Chief Administrative Officer Mary Swenson, Financial Planning Manager Denise Gritton, Chief Smith, Community Development Director Gloria Hirashima, Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, and City Clerk Tracy Jeffries

Committee Reports

Councilmember Vaughan reported that the Graffiti Task Force met on December 4th. Commander Lamoureux gave an update of graffiti arrests to date. Kay Reardon from the City of Everett came to discuss a pilot program for graffiti removal that the City of Everett is funding. The main goal of the meeting was to determine goals for the coming year. There was also discussion about getting the 116th Street Bridge clean and keeping it clean. There was a consensus from the Task Force that there needs to be more of an emphasis on preventative efforts and involving the community in the upcoming year. There are plans to explore block watch efforts in some of the problem areas. The Task Force would also like to see the ability for citizens to text message the City with graffiti vandalism reports.

Audience Participation

Robert Graef, 7311 69th Ave NE Marysville WA, was present to discuss the application for a building permit at 7400 71st Ave NE. He stated that the property in question is undevelopable due to its slope down to a creek and marshland. He was concerned that this was even being considered for development. Gloria Hirashima responded to Mr. Graef by explaining the proposed building site and code requirements. She stated that there would be a neighborhood meeting next week.

Presentations

A. Waterfront Presentation.

In September Gloria Hirashima and Jim Ballew attended a conference in downtown Bremerton on the renovations of the Bremerton shoreline and downtown. Ms Hirashima and Mr. Ballew presented a slideshow of highlights of the redevelopment of Bremerton. They also discussed how some of the things they learned might apply to the future of Marysville's waterfront.

Approval of Minutes

1. Approval of November 24, 2008 City Council Meeting Minutes.

Motion made by Councilmember Nehring, seconded by Councilmember Wright, to approve the minutes as presented. **Motion** passed unanimously (7-0).

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

Councilmember Rasmussen noted that Mayor Kendall was present at the meeting.

Motion made by Councilmember Nehring, seconded by Councilmember Rasmussen, to approve the minutes as amended. **Motion** passed unanimously (7-0).

Consent

Councilmember Phillips requested that item #4 to be pulled from the consent agenda.

Councilmember Rasmussen requested that item #6 to be pulled from consent agenda.

Motion made by Councilmember Soriano, seconded by Councilmember Vaughan, to approve the following consent agenda:

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.

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.
23. Approval of December 5, 2008 Payroll in the Amount of \$1,280,997.42; Paid by Check No. 20694 through 20755.
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.
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.

Motion passed unanimously (7-0).

Items removed from consent agenda for discussion:

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.

Councilmember Phillips asked about payments to Bank of America for different travel or meeting reimbursements. Denise Gritton explained that those are all payments to Bank of America on the city travel cards.

Motion made by Councilmember Phillips, seconded by Councilmember Wright, to 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. **Motion** passed unanimously (7-0).

6. Authorize the Mayor to Sign the Jacqueline Ridge Phase 2 – Final Plat Mylar.

Councilmember Rasmussen asked if the deficiencies including fees and paving have been cleared up. Gloria Hirashima confirmed that everything has been completed.

Motion made by Councilmember Rasmussen, seconded by Councilmember Phillips, to authorize the Mayor to Sign the Jacqueline Ridge Phase 2 – Final Plat Mylar. **Motion** passed unanimously (7-0).

New Business

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

Motion made by Councilmember Rasmussen, seconded by Councilmember Phillips, to approve Resolution 2254. **Motion** passed unanimously (7-0).

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.

Motion made by Councilmember Phillips, seconded by Councilmember Nehring, to approve Resolution 2255. **Motion** passed unanimously (7-0).

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.

Motion made by Councilmember Nehring, seconded by Councilmember Seibert, to approve Ordinance No. 2756. **Motion** passed unanimously (7-0).

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.

Motion made by Councilmember Soriano, seconded by Councilmember Vaughan, to approve Ordinance No. 2757. **Motion** passed unanimously (7-0).

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.

Mary Swenson pointed out that the revised draft indicates a change from 2% to 4% increase since the 2% was not taken last year as had been planned. This will support the implementation of the mandates of the MPDES permit.

Councilmember Phillips recommending clarifying the verbiage at the bottom of page 1 to indicate a “2% water/sewer and 4% surface water rates” increase. City Attorney Weed concurred.

Motion made by Councilmember Phillips, seconded by Councilmember Nehring, to approve Ordinance No. 2758 with changes as noted above. **Motion** passed unanimously (7-0).

19. Approval of the Application for American Checker Transportation, LLC to Operate a For-Hire Business in Marysville.

Motion made by Councilmember Wright, seconded by Councilmember Vaughan, to approve the Application for American Checker Transportation, LLC to Operate a For-Hire Business in Marysville. **Motion** passed unanimously (7-0).

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.

Motion made by Councilmember Phillips, seconded by Councilmember Soriano, to approve Ordinance No. 2759. **Motion** passed unanimously (7-0).

Legal

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

Motion made by Councilmember Nehring, seconded by Councilmember Wright, to authorize the Mayor to Sign the Undi Real Estate Purchase & Sale Agreement. **Motion** passed unanimously (7-0).

Mayor's Business

Mayor Kendall received a letter from Snohomish Health District looking for the annual certification of the Board of Health representative.

Motion made by Councilmember Seibert, seconded by Councilmember Vaughan, to reappoint Councilmember Wright as the Snohomish Health District Board of Health representative. **Motion** passed unanimously (7-0).

Other Mayor's Business:

- The dog park opened Saturday.
- Merryville for the holidays was a great event. Thanks to all who helped to make it run smoothly.
- Carl's Jr. is opening on December 10.

Staff Business

Jim Ballew:

- He recognized the efforts of the police department and the public works department for Merrysville for the Holidays.
- The off-leash park was utilized all day long.
- He wished everyone a happy holiday.

Chief Smith:

- Wished everyone happy holidays.
- He commended the work done by the parks department for Merrysville for the Holidays.
- Several car thieves were arrested in the Costco parking lot as the result of an undercover investigation.

Kevin Nielson urged everyone to be careful of slippery roads due to the cold weather in the forecast.

Denise Gritton wished everyone happy holidays on behalf of Sandy Langdon.

Gloria Hirashima:

- Enforcement ordinance will be coming in January.
- Whiskey Ridge Design Guidelines Ordinance will also be coming in January.
- Wished everyone a happy holiday.

Grant Weed:

- Working with WCIA to develop a Land Use and Land Use Regulation Liability audit and questionnaire for their 2009 topic of emphasis.
- He stated the need for an executive session concerning potential real estate acquisition that will take about an hour, with no action taken.
- He wished everyone happy holidays.

Mary Swenson:

- Distributed copies of Cities of Snohomish County State Legislative Agenda.
- Discussed dates for Council retreat.
- She commended parks and all those involved in Merrysville for the Holidays.
- She recognized the importance of WCIA contacting City Attorney Grant Weed and asking him for input in how to develop training for all cities.
- Prosecutors started today.
- She wished everyone happy holidays.

Call on Councilmembers

Jon Nehring:

- Enjoyed the opening of the dog park on Saturday.
- Merrysville for the Holidays was great too. He commended parks and recreation, police, fire, and public works for their contributions.

- Suggested taking a holistic view of finances at the retreat, looking at tax receipts, revenue sources, etc. There was discussion about the admissions tax.

John Soriano:

- Asked if the proposed legislative agenda was the same one they had at the SCC dinner. Mary Swenson confirmed that it was.
- Wished everyone a Merry Christmas.

Lee Phillips:

- Enjoyed the Chamber Centennial celebration.
- Commended the parks department for the dog park.
- Enjoyed Merrysville for the Holidays.
- Has heard that many people are excited for the opening of Carl's Jr.

Carmen Rasmussen:

- She was very excited to see the dog park completed. The parks staff did a fabulous job with the design and layout of it.
- She enjoyed the Chamber event and the parade.
- Thanked staff for the long awaited Bremerton presentation. She expressed interest in taking a field trip to Bremerton.
- She went to the Washington Recreation and Parks Association Conference in Seattle with some of the parks and recreation staff. She discussed some of the highlights of the conference and possible relevance to Marysville.
- Wished everyone a Merry Christmas.

Jeff Vaughan:

- Enjoyed the dog park opening.
- Enjoyed the Merrysville for the Holidays. The parade was a lot of fun.

Donna Wright

- Enjoyed the events on Saturday. She commended all those involved with those.
- She was in favor of a trip to Bremerton.
- Attended the Affordable Housing Consortium meeting. There was discussion about trends in new construction.
- Wished everyone a Merry Christmas.

Jeff Seibert:

- Welcomed Mr. Roberts to the meeting.
- Commended the police department for catching the car thieves.
- He enjoyed the parade Saturday night.
- In regards to the work on 88th he noted there were some work signs left on the sidewalks. He asked for reminders to contractors and/or city employees to have these removed.
- He wished everyone a happy holiday.

Adjournment

Mayor Kendall recessed at 8:34 p.m. for a very short break before the Executive Session. Council went into Executive Session at 8:40 p.m.

Executive Session

- A. Litigation
- B. Personnel
- C. Real Estate – 1 item, review potential city hall sites.

Adjournment

Seeing no further business Mayor Kendall adjourned the meeting at 9:14 p.m.

Approved this _____ day of _____, 2008.

Mayor
Dennis Kendall

Asst. Admin. Svcs. Director
Tracy Jeffries

COUNCILMINUTES

Work Session
January 5, 2009

Call to Order / Invocation / Pledge of Allegiance

Mayor Dennis Kendall called the January 5, 2009 meeting of the Marysville City Council Work Session to order at 7:02 p.m. at Marysville City Hall. Mayor Kendall led those present in the Pledge of Allegiance.

Roll Call

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

Mayor: Dennis Kendall

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

Also Present: Chief Administrative Officer Mary Swenson, Community Development Director Gloria Hirashima, Finance Director Sandy Langdon, Chief of Police Rick Smith, , Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, Community Information Officer Doug Buell, City Attorney Grant Weed, Recording Secretary Laurie Hugdahl

Committee Reports

None

Presentations

None

Discussion Items

Approval of Minutes

1. Approval of December 8, 2008 City Council Meeting Minutes.

2. Approval of January 5, 2009 City Council Work Session Minutes.

Consent

3. Approval of December 10, 2008 Claims in the Amount of \$869,917.09; Paid by Check No.'s 52022 through 52162 with Check No. 48119 Voided.
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5. Approval of December 24, 2008 Claims in the Amount of \$989,957.83; Paid by Check No.'s 52324 through 52493 with No Check No.'s Voided.
6. Approval of December 31, 2008 Claims.
7. Approval of December 19, 2008 Payroll in the Amount of \$929,203.40; Paid by Check No.'s 20756 through 20813.
8. Approval of January 5, 2009 Payroll.

Review Bids

Public Hearings

New Business

9. Amendment No. 1 to the Agreement between Okanogan County, Washington and the City of Marysville, Washington, for the Housing of Inmates in the Okanogan County Jail.

Chief Smith reviewed this item. Councilmember Nehring asked if the City provides medical insurance for the inmates. Chief Smith explained the City provides coverage during the transport of inmates. Each facility generally provides coverage while the inmate is there.

10. Sixth Amendment to Chief Administrator Officer's Employment Contract.
11. Interlocal Agreement between Snohomish County and the City of Marysville for Auto Theft Task Force Services.

Chief Smith reviewed this item. This is a reimbursement to the city.

12. A **Resolution** of the City of Marysville Declaring Miscellaneous Certain Items of Personal Property to be Surplus and Authorizing the Sale or Disposal Thereof.

There were no questions regarding this item.

13. A **Resolution** of the City of Marysville Affirming the Recommendation of the Hearing Examiner and Granting a Conditional Shoreline Substantial Development Permit to Allow Development of a Commercial Trucking, Storage and Maintenance Facility.

Gloria Hirashima reviewed this item. She noted that the hearing examiner has recommended approval. Staff is also recommending approval.

Councilmember Rasmussen requested a map showing the easement for the proposed pedestrian trail. Director Hirashima indicated they would provide that.

Councilmember Nehring referred to item 13-3, concerning Reid Shockey's comments about the right-in right-out turning movements. Gloria Hirashima further explained this item and noted that Condition 15 addresses this.

Councilmember Seibert asked if the Traffic Movement Plan could also be distributed to Council. Gloria Hirashima affirmed that it would.

14. An **Ordinance** of the City of Marysville, Washington Amending the City's Code Enforcement and Nuisance Regulations and Amending Chapters 4.02 and 6.24 of the Marysville Municipal Code.

Gloria Hirashima introduced the revisions to the Code Enforcement Procedures and Nuisance Regulations.

Councilmember Donna Wright asked about procedures for having non-operational or unused vehicles towed. Chief Smith thought that a property owner could have the vehicles towed off their property whether it is theirs or not. There was some discussion about tow companies that will not pick up a vehicle without a title.

Councilmember Seibert asked for clarification of item C on page 14-14. Code Enforcement Officer Rochon reviewed the process for a Temporary Enforcement Order, Stop Work Order, and Emergency Order.

Councilmember Seibert referred to page 14-14, (C) (c) and asked what a "timely appeal" would be. Mr. Rochon stated that they have 10 days to appeal as stated in 9a. Grant Weed suggested adding "pursuant to section 090 below."

Councilmember Seibert expressed concern about the nonoperational or unused vehicles section on page 14-18. He discussed how people who restore or collect cars would be impacted by this code. Director Hirashima commented on options available to the Council. Mr. Rochon added that this part of the code is not really changing.

Councilmember Seibert asked how they would address premises with overgrown vegetation when developers who purchase property and are waiting for approval to develop that lot. He expressed concern about the inequality of the code. Mr. Rochon

stated that this is already part of the code. Director Hirashima indicated that staff would come up with some language for large tracts of undeveloped property.

Councilmember Seibert expressed concern about item 18 on page 14-19 regarding storm water discharge. Director Nielsen explained that this refers to purposely discharging water onto someone else's property.

Councilmember Seibert asked for clarification on heavy commercial equipment. Kevin Nielsen suggested weight would be the most appropriate way to define this. Staff indicated they would look into this. There was discussion about whether truck and tractor rigs should be allowed to park on residential lots with proper screening.

Councilmember Wright expressed concern about the impact of items 25 and 26 on future annexation areas. She also referred to item 17 on page 14-19 and asked who determines whether the fences, walls, etc. are sound and sanitary. Mr. Rochon and Director Hirashima explained how this is determined.

Councilmember Soriano referred to the civil penalties section near the bottom of page 14-13. He asked if the ongoing violation would be documented. Mr. Rochon indicated that the City would be documenting this regularly.

Councilmember Soriano referred to page 14-19, item 16, and asked if there is a certain amount of flexibility with this. Mr. Rochon reviewed the intent of this item and noted that it can be a case-by-case basis, but this is an important tool for the City to have.

Councilmember Seibert referred to page 14-16 regarding liens. Grant Weed explained that this comes from State laws.

Councilmember Vaughan asked about screening options available to someone on page 14-18, item 11. Gloria Hirashima noted that it would need to be behind a fence. Grant Weed indicated that they would clarify "unless screened from public view" since it is used several times in the document. There was discussion about clarifying this to refer to only motorized vehicles.

15. An **Ordinance** of the City of Marysville, Washington, Setting Forth the Agreement between the City of Marysville and T-Mobile West Corporation, a Delaware Corporation, Granting T-Mobile, Its Successors and Assigns a Nonexclusive Franchise to Construct, Operate, Maintain, Remove, Replace, and Repair Wireless Facilities within City Right of Way.

Director Hirashima reviewed this item. Grant Weed discussed the different types of agreements associated with franchises.

Councilmember Soriano asked where these two locations are. Director Hirashima indicated they would include a map with the locations. She added that they are both on PUD poles.

Gloria Hirashima explained that they are considering revisions to the wireless code to address these facilities.

16. An **Ordinance** of the City of Marysville Amending the 2009 Budget and providing for the increase of certain expenditure items as budgeted for in 2009 and Amending Ordinance No. 2751.

Chief Administrative Officer Swenson explained that there was an error in the Director grid so this ordinance corrects the error.

Legal

Mayor's Business

- Mayor Kendall welcomed everyone back to the new year.
- He discussed interesting statistics pertaining to Marysville.
- He attended the opening of the new food bank. It is a very nice facility.
- Report on snow incident will be coming.

Staff Business

Doug Buell commented on the City's response to the obesity issue in the media. Healthy Communities Healthy Food subcommittee will be meeting next week. The teacher who developed the community garden will be coming to address the group.

Chief Smith will be bringing crime stats to the Council soon.

Kevin Nielsen reviewed the snow event from December 14-29, including man hours and other expenses, which totaled approximately \$60,000. After cleanup it is expected to total about \$100,000. He commended Jim Hayes of the streets crew who put in many hours and coordinated snow removal. Staff will be debriefing and looking at how they can better handle this type of event next time. He commended the team effort displayed by staff for the duration of the event.

Sandy Langdon had no comments.

Gloria Hirashima had no comments.

Grant Weed stated the need for a 15-minute executive session to discuss a personnel matter.

Mary Swenson thanked the employees for all they did during the snow and ice. She reviewed the event and noted that they will be debriefing to determine what they can do better next time. She commended the excellent job done by Public Works Director Kevin Nielsen during this event.

Call on Councilmembers

Jeff Vaughan commended city employees for their hard work during the snow event.

Carmen Rasmussen commended the street crew and sanitation. There was discussion about how well sanitation handled the event. Kevin Nielsen added that people from other departments other than sanitation pitched in to help get the job done.

Donna Wright commended the staff for a job well done and wished everyone a Happy New Year.

Jon Nehring wished everyone a Happy New Year. He commended the city's handling of the roads during the storm event. He asked about disaster relief money that might be available. Staff indicated that it might be a possibility.

Lee Phillips wished everyone a Happy New Year. He expressed appreciation for all the hard work by staff during the snow event. He attended the library art show which was an excellent event.

John Soriano wished everyone a Happy New Year. He commended the work done by the street crews. He noted that the cost to recycle old monitors, TV's and computers is now passed on to the manufacturers. There was an article with more information on this in *The Herald* from last Saturday.

Jeff Seibert:

- He noted that according to MRSC the language for bidding contracts may not be up to date. Grant Weed indicated he would look into that.
- He asked for an update on the light at 27th. Kevin Nielsen noted that there is signage out there that explains what movement is allowed.
- He commended the work done by staff during the snow event. He noted, however, that there was an issue with the railroad. Director Nielsen indicated that he has a solution he will be bringing to Council.

Adjournment

The Council went into recess from 8:45 p.m. until 8:50 p.m. at which time it reconvened into Executive Session to discuss one personnel item.

Executive Session

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

An evaluation and compensation review for Chief Administrative Officer Swenson was discussed with no action taken.

Adjournment

Seeing no further business, Mayor Kendall adjourned the meeting at 9:15 p.m.

Approved this _____ day of _____, 2009.

Mayor
Dennis Kendall

Asst. Admin. Svcs. Director
Tracy Jeffries

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: January 12, 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.

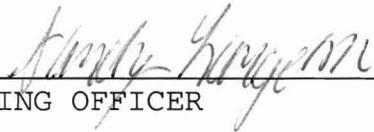
RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the December 10, 2008 claims in the amount of \$869,917.09 paid by Check No.'s 52022 through 52162 with Check No. 48119 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 **\$869,917.09 PAID BY CHECK NO.'S 52022 THROUGH 52162 WITH CHECK NUMBER 48119 VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.



AUDITING OFFICER



DATE

MAYOR

DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **10th DAY OF DECEMBER 2008.**

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 12/4/2008 TO 12/10/2008

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
52022	ACE ACME SEPTIC SERVICE INC	SEPTIC PUMPING SRVC-STRAWBERRY	00105380.547000.	383.01
52023	WA STATE DEPT OF AGRICULTURE	PESTICIDE LICENSE RENEWAL	42047165.549000.	33.00
	WA STATE DEPT OF AGRICULTURE		42047165.549000.	33.00
	WA STATE DEPT OF AGRICULTURE		42047165.549000.	33.00
	WA STATE DEPT OF AGRICULTURE		42047165.549000.	33.00
52024	ALLIED EMPLOYERS LABOR RELATIONS	12/08 MEMBERSHIP DUES	00100310.541000.	2,189.17
52025	ALTERNATE STREET DESIGN, P.A.	CAPACITY ANALYSES AND REPORT	00100020.541000.	900.00
52026	AMERICAN CLEANERS	DRY CLEANING-NOV 08	00103010.526000.	36.46
	AMERICAN CLEANERS		00103121.526000.	164.65
	AMERICAN CLEANERS		00103222.526000.	73.24
	AMERICAN CLEANERS		00103960.526000.	8.68
	AMERICAN CLEANERS		00104190.526000.	60.76
	AMERICAN CLEANERS		00104230.526000.	10.85
52027	AMSAN SEATTLE	JANITORIAL SUPPLIES-COURT	00101250.531400.	324.62
	AMSAN SEATTLE	JANITORIAL SUPPLIES-CITY HALL	00103530.531400.	277.12
	AMSAN SEATTLE	JANITORIAL SUPPLIES-WWTP	40142480.531300.	320.36
	AMSAN SEATTLE	JANITORIAL SUPPLIES-PW ADMIN	40143410.531200.	458.80
	AMSAN SEATTLE	JANITORIAL SUPPLIES-PW SHOP	40143780.531000.	340.11
52028	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
52029	ARMOR HOLDINGS FORENSICS	EVIDENCE BAGS	001.231700.	-6.11
	ARMOR HOLDINGS FORENSICS		00103222.531000.	78.00
52030	SCOTT ATKINSON	REFUND CLASS FEES	00110347.376007.	121.00
52031	JOAN A BALLARD	UB 5424 95TH PL NE REFUND	401.122120.	39.10
52032	AMY & JOHN BALMER	UB 7628 67TH ST NE REFUND	401.122110.	11.85
	AMY & JOHN BALMER		401.122120.	32.55
	AMY & JOHN BALMER		401.122130.	8.00
	AMY & JOHN BALMER		410.122100.	7.50
	AMY & JOHN BALMER		410.122100.	18.10
52033	BANDWIDTH.COM INC	MONTHLY SERVICE CHARGE	50300090.542000.	93.55
52034	BLUMENTHAL UNIFORMS & EQUIPMENT	HOLSTER,BELT,ETC-SHOVE, P	00103121.526000.	398.48
	BLUMENTHAL UNIFORMS & EQUIPMENT	NEGOTIATOR-RICHES, R	00103222.526000.	47.73
	BLUMENTHAL UNIFORMS & EQUIPMENT	PRO ACT TEAM DUTY BELTS	00103222.526000.	130.20
52035	THE BOND SHOP	YEARLY BOND	00100050.549000.	100.00
52036	RAE BOYD, APRN, BC	INMATE MEDICAL CARE	00103222.541000.	450.00
	RAE BOYD, APRN, BC		00103960.541000.	2,390.00
52037	MARTY BREWER	USED GOLF BALLS	420.141100.	264.00
52038	GWENDOLYN R CAMPBELL PUBLIC POLICY	MPOA CONTRACT DATA/PERSONAL	00100310.541000.	3,237.50
52039	CAPTAIN DIZZYS EXXON	CAR WASHES-POLICE DEPT	00103222.548000.	63.00
	CAPTAIN DIZZYS EXXON		00104230.548000.	4.50
52040	IRATXE CARDWELL	INTERPRETER SERVICES	00102515.549000.	112.50
	IRATXE CARDWELL		00102515.549000.	112.50
	IRATXE CARDWELL		00102515.549000.	112.50
52041	CARR'S ACE HARDWARE	GFI COVERS,LAMPS,PAINT,SWITCH	10110463.548000.	216.86
	CARR'S ACE HARDWARE	PAINT ROLLERS	10110564.531000.	16.21
	CARR'S ACE HARDWARE	WASHERS,RAZOR SCRAPERS	40140980.535000.	11.70
	CARR'S ACE HARDWARE	GARDEN TROWELS,WRENCHES	40140980.535000.	35.31
	CARR'S ACE HARDWARE	CORD PLUGS,CLAMPS,LINKS	40140980.548000.	14.17
	CARR'S ACE HARDWARE	FLASHLIGHT SET	40141280.531000.	14.09
	CARR'S ACE HARDWARE	SCREW SETS	50100065.534000.	9.77
52042	CDW GOVERNMENT INC	MISC PERIPHERAL,LAPTOP,BATTERY	00100010.531000.	100.49
	CDW GOVERNMENT INC	ADOBE PRO LICENSE-EXEC	00100110.599000.04IT	250.24
	CDW GOVERNMENT INC	MISC PERIPHERAL,LAPTOP,BATTERY	10111230.535000.	145.76
	CDW GOVERNMENT INC		50300090.535000.	292.04

**CITY OF MARYSVILLE
 INVOICE LIST**

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
52043	CITY TREASURER EVERETT WA	WATER/FILTRATION SERVICE CHRGS	40140080.533000.	84,325.11
52044	CMRS-TMS	POSTAGE METER	00100020.542000.	527.17
	CMRS-TMS		00102020.542000.	2,691.70
	CMRS-TMS		10111230.542000.	4.03
	CMRS-TMS		40143410.542000.	389.14
	CMRS-TMS		41046170.542000.	37.57
	CMRS-TMS		50100065.542000.	172.93
	CMRS-TMS		50200050.542000.	172.93
52045	CODE 4 PUBLIC SAFETY EDUCATION ASSOC	TRUE LIES TRAINING	00100030.543000.	188.00
52046	CO-OP SUPPLY	PROPANE	10110564.531000.	17.38
	CO-OP SUPPLY		10110564.531000.	26.07
	CO-OP SUPPLY	HARDWARE	10111230.535000.	22.01
	CO-OP SUPPLY	12' ORCHARD LADDER	10111864.535000.	216.99
	CO-OP SUPPLY	STRAW	40141380.531000.	130.07
52047	WA DEPT OF CORRECTIONS	INMATE FOOD	00103960.531250.	1,098.62
	WA DEPT OF CORRECTIONS		00103960.531250.	1,471.37
52048	RIETTA COSTA	REFUND DEPOSIT FOR RENTAL	001.239100.	58.00
52049	COVAD COMMUNICATIONS	INTERNET SERVICES	50300090.541000.	243.90
52050	CUMMINS NORTHWEST INC	TEMP SWITCHES,LOW ENG SWITCH	50100065.534000.	332.01
52051	CUZ CONCRETE PRODUCTS	MANHOLE ADJUST RING	40142080.531000.	117.64
52052	KIMBERLEE DANIELSON	INSTRUCTOR SERVICES	00105120.541020.	204.00
52053	DELL MARKETING LP	MISC PERIPHERAL REPLACEMENTS	50300090.535000.	107.70
	DELL MARKETING LP	REPLACEMENT GIS WORKSTATION	50300090.535000.	5,359.00
52054	BRANDY DEMING & THOMAS PRATHE	UB 5600 73RD AVE NE REFUND	401.122100.	71.46
	BRANDY DEMING & THOMAS PRATHE		401.122120.	65.10
	BRANDY DEMING & THOMAS PRATHE		401.122130.	16.00
	BRANDY DEMING & THOMAS PRATHE		410.122100.	31.00
52055	ARLINE DEPALMA	INSTRUCTOR SERVICES	00105250.541020.	184.00
52056	DMCJA	DMCJA MEMBERSHIP DUES	00100050.549000.	300.00
	DMCJA		00100050.549000.	750.00
52057	DMCMA	2009 DMCMA MEMBERSHIP	00100050.549000.	40.00
	DMCMA		00100050.549000.	40.00
	DMCMA		00100050.549000.	40.00
	DMCMA		00100050.549000.	40.00
	DMCMA		00100050.549000.	40.00
	DMCMA		00100050.549000.	40.00
	DMCMA		00100050.549000.	40.00
	DMCMA		00100050.549000.	40.00
	DMCMA		00100050.549000.	40.00
	DMCMA		00100050.549000.	150.00
	DMCMA		00100050.549000.	150.00
52058	DUTTON ELECTRIC CO., INC.	REPAIR @ 51ST ST PUMP STATION	40220594.563000.W0621	596.12
	DUTTON ELECTRIC CO., INC.	PW LK GOODWIN COMM	40220594.563000.W0605	1,106.98
52059	E&E LUMBER INC	CABLE,CLAMPS	00100010.531000.	1.50
	E&E LUMBER INC	TAC TEAM MATERIALS	00103222.548000.	13.00
	E&E LUMBER INC	GOOF OFF,TAPE,SCRAPER	00103530.531000.	13.63
	E&E LUMBER INC	REPAIR MATERIALS	00103960.548000.	1.29
	E&E LUMBER INC	FUSE	00105380.531000.	1.40
	E&E LUMBER INC	TAPE	00105380.531000.	3.20
	E&E LUMBER INC	LIGHTS	00105380.531000.	8.64
	E&E LUMBER INC	FASTENERS,SCREWS	00105380.531000.	13.62
	E&E LUMBER INC	CABLE TIES	00105380.531000.	19.53
	E&E LUMBER INC	CABLE TIES,PIGTAILS	00105380.531000.	30.29
	E&E LUMBER INC	PAINT,ROLLER COVERS	00105380.531000.	33.99
	E&E LUMBER INC	VALVES,TEE,CLAMPS,ADAPT	00105380.531000.	46.03
	E&E LUMBER INC	LIGHTS,KNIFE,WIRE PIGTAILS	00105380.531000.	138.03
	E&E LUMBER INC	ELBOW,DOWNSPOUT	00105380.548000.	16.54
	E&E LUMBER INC	SAWSALL BLADES	00112572.531000.	8.66

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52059	E&E LUMBER INC	SPRAY ACCENTS,PRIMER GRAY	10110564.531000.	34.37
	E&E LUMBER INC	WHITEWOOD,FASTENERS,CONCRETE	31000076.563000.P0705	203.65
	E&E LUMBER INC	PAINT, FENCE BOARDS	40230594.563000.S0102	12.47
52060	WA DEPARTMENT OF ECOLOGY	STORMWATER PERMIT TERMINATION	40220594.563000.W0304	108.00
52061	SUZANNE ELSNER	REIMBURSE MILEAGE	00100050.543000.	65.79
52062	THE DAILY HERALD COMPANY	LEGAL CLASSIFIED AD	30500030.563000.R0301	39.76
	THE DAILY HERALD COMPANY	MAINTENANCE WORKER I AD	40143410.544000.	320.72
52063	EVERETT HYDRAULICS INC	REPLUMB SANDER HYDRAULICS	50100065.548000.	1,476.96
	EVERETT HYDRAULICS INC	EMERGENCY HYDRAULIC REPAIRS	50100065.548000.	3,491.49
52064	GARY TOPP	LOCK BOX FOR ELEVATOR	00100010.531000.	86.87
	GARY TOPP		00103530.531000.	86.87
52065	CITY OF EVERETT	ANIMAL SHELTER FEES 10/08	00104230.551000.	6,305.00
	CITY OF EVERETT	PROGRESS BILLING # 4	30500030.563000.R0603	4,175.66
	CITY OF EVERETT	LAB ANALYSIS	40145040.553100.	144.00
52066	FBI/LEEDA	ANNUAL DUES-LAMOUREUX	00103010.541000.	50.00
52067	FIRE PROTECTION,INC	PROGRESS PAYMENT/SURVEILLANCE	00100072.562000.0818	2,061.50
52068	YOLANDA FLORES	REFUND DEPOSIT FOR RENTAL	001.239100.	58.00
52069	JANET FOLEY	INSTRUCTOR SERVICES	00105120.541020.	224.00
52070	FRED MEYER	BOOTS-MUSCH	40143410.526200.	70.51
52071	CRAIG A. FULLERTON	REVIEW OF WSDOT APPRAISALS	00100020.541000.	962.50
	CRAIG A. FULLERTON	CONSULTING FOR PRKS & REC	00105380.541000.	1,237.50
52072	GG EXCAVATION INC	PAY ESTIMATE # 9	305.223400.	-1,532.49
	GG EXCAVATION INC		305.223400.	-23.00
	GG EXCAVATION INC		30500030.563000.R0501	460.00
	GG EXCAVATION INC		30500030.563000.T0102	30,649.70
52073	GLORIA JEANE HAULING & HWY REHAB IN	PLANING BIT PAVEMENT	40145040.548000.M0519	1,375.00
	GLORIA JEANE HAULING & HWY REHAB IN		40230594.563000.S0102	1,375.00
52074	GRANITE NW INC	175.06 GAL CSS-1 TACK	40230594.563000.S0102	855.52
	GRANITE NW INC	33.09 TONS CLASS A/B ASPHALT	40230594.563000.S0102	2,896.41
	GRANITE NW INC	107.95 TONS CLASS A/B ASPHALT	40230594.563000.S0102	8,757.34
52075	GRAYBAR ELECTRIC CO INC	REPLACEMENT LIGHTS AT EBEO	00105380.531000.	45.92
	GRAYBAR ELECTRIC CO INC	REPLACEMENT BULBS/ HIGH BAYS	10110463.548000.	50.13
52076	GREENSHIELDS INDUSTRIAL SUPPLY	ROAD FLARES	00103222.526000.	220.65
	GREENSHIELDS INDUSTRIAL SUPPLY	AIR BRAKE HOSE	50100065.531000.	20.85
	GREENSHIELDS INDUSTRIAL SUPPLY	HYDRAULIC HOSE ASSEMBLY	50100065.534000.	63.40
52077	HARRIS & ASSOCIATES	PAY ESTIMATE # 6	30500030.563000.R0301	117,709.01
52078	HART CROWSER, INC	PROFESSIONAL SERVICES	00105380.548000.	230.11
	HART CROWSER, INC		00105380.548000.	1,046.88
52079	HASLER, INC	LEASE PAYMENT POSTAGE METER	00104190.545000.	219.60
52080	HD FOWLER COMPANY	GLYCERIN OIL	40140480.531000.	22.09
	HD FOWLER COMPANY	8"RETAINER,SLEEVES,GSKTS,BOLTS	40141380.531000.	1,997.20
	HD FOWLER COMPANY	SLEEVES,GASKETS,TEES,HYDRANT	40141380.531000.	3,697.48
	HD FOWLER COMPANY	45* ELL, PVC	40230594.563000.S0102	14.36
	HD FOWLER COMPANY	RETURN COUPLINGS	42047165.531920.	-89.66
	HD FOWLER COMPANY	COUPLINGS	42047165.531920.	115.49
	HD FOWLER COMPANY	DRAIN PIPE	42047165.531920.	191.63
52081	HD SUPPLY WATERWORKS, LTD	PRESSURE REL VALVE	40140780.531000.	42.98
	HD SUPPLY WATERWORKS, LTD	GATE VALVE,RESTRAINER PACK	40141380.531000.	1,391.00
52082	HDR ENGINEERING, INC.	PAY ESTIMATE # 16	30500030.563000.R0603	29,690.89
52083	ANDREA HILL	SHOE ALLOWANCE-HILL, A	00104190.526000.	35.15
52084	LETTIE HYLARIDES	INTERPRETER SERVICES	00102515.549000.	109.36
52085	DEPT OF INFORMATION SERVICES	ADOBE ILLUSTRATOR.PHOTOSHOP	00100020.531000.	42.74
52086	INTEGRA CHEMICAL CO	VITA-D-CHLOR TABLETS	40140480.531000.	659.74
52087	JUDD & BLACK	REFRIGERATOR @ CITY HALL	00103530.531000.	687.89
52088	RYAN M. KEEFE	BOOT RE-SOLE-GUNDERSON,B	10111230.526000.	93.34
52089	KELLER SUPPLY COMPANY	PLASTIC AIR GAP,INSTA HOTWATER	00112572.531000.	267.70
52090	ANDREA KELLERMAN	REFUND DEPOSIT FOR RENTAL	001.239100.	58.00

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
52091	KEN TYACKE	CDL EXAM	10111230.549000.	54.00
52092	KENWORTH NORTHWEST INC	AIR CAN REPAIR KIT	50100065.534000.	119.00
52093	KAREN LAMPHERE	WELLNESS LUNCH&LEARN SNACKS	00100310.549011.	125.00
52094	LASTING IMPRESSIONS INC	PRO ACT TEAM EMBOIDERY-GOOLSB'	00103222.526000.	32.55
	LASTING IMPRESSIONS INC	ACT TEAM EMBROIDERY-GOOLSBY	00103222.526000.	40.69
	LASTING IMPRESSIONS INC	JACKET-WILSON,L	40143410.549000.	80.55
52095	DEPT OF LICENSING	ANDERSON, BRUCE (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	BALAM, GERALD (RENEWAL)	001.237020.	18.00
	DEPT OF LICENSING	BISL, STEPHEN (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	BURSELL, ADAM (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	CHADD, CURTIS (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	ECKERT, DAVID (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	ERXLEBEN, JIM (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	JONES, MICHAEL (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	KOESTER, TAMMY (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	LLOYD, MATTHEW (RENEWAL)	001.237020.	18.00
	DEPT OF LICENSING	PLOEGSMA, VICKI (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	SHAY, TIMOTHY (RENEWAL)	001.237020.	18.00
	DEPT OF LICENSING	SHUMSKI, JEFFREY (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	SHUMSKI, LOIS (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	WORKMAN, ROBERT (RENEWAL)	001.237020.	18.00
	DEPT OF LICENSING	KINSFATHER, MELANIE (LT RENEW)	001.237020.	21.00
52096	LOWES HIW INC	TOOL BAGs,SCREWDRIVERS,PIPE	40140980.535000.	142.60
52097	MARYSVILLE PRINTING	BUSINESS CARDS-DOOP, D	00102020.531000.	113.82
	MARYSVILLE PRINTING	BAIL BOOKS	00103222.531000.	399.28
	MARYSVILLE PRINTING	SPRING 2-PART SOCCER REG FORMS	00105120.531030.	169.68
	MARYSVILLE PRINTING	2000 AUTOMETER READING CARDS	40140980.531000.	179.03
52098	MARYSVILLE SCHOOL DISTRICT #25	MITIGATION FEES MSD 11/08	642.237000.	39,066.00
52099	CITY OF MARYSVILLE	WATER @ 6302 152ND ST NE-IRR-B	00105380.547000.	197.70
	CITY OF MARYSVILLE	STORMWATER@17906 43RD AVE NE	40141580.547000.	27.60
52100	JODY MATTHEWS	UB 1622 3RD STREET REFUND	401.122120.	63.22
	JODY MATTHEWS		401.122130.	16.00
	JODY MATTHEWS		401.122130.	30.00
	JODY MATTHEWS		410.122100.	36.20
52101	MONEY MAILER OF SNOHOMISH CO	DISPLAY BOND MAILING	42047267.544000.	472.50
52102	DUANE MORGISON	REIMBURSE MEAL EXPENSE	30500030.563000.R0301	14.00
52103	REBECCA & SHAWN MORRIS	UB 4910 104TH PL NE REFUND	401.122110.	69.30
	REBECCA & SHAWN MORRIS		401.122110.	220.00
	REBECCA & SHAWN MORRIS		401.122130.	296.73
52104	MOTOR TRUCKS INC	KEY BLANK,CB RADIO,CB ANTENNA	50100048.564000.	147.43
52105	NATIONAL BARRICADE COMPANY	SIGNS	10111864.531000.	344.22
52106	NORTH SOUND HOSE & FITTINGS	UPPER HOSE FOR VACTOR	40145040.548000.	874.12
52107	OFFICE DEPOT	PRINTER CARTRIDGES	00100050.531000.	277.85
	OFFICE DEPOT	COPY PAPER	00100060.531000.	147.87
	OFFICE DEPOT	RETURN OFFICE SUPPLIES	00100110.531000.	-117.02
	OFFICE DEPOT	OFFICE SUPPLIES	00100110.531000.	86.65
	OFFICE DEPOT	RETURN OFFICE SUPPLIES	00100310.531000.	-59.00
	OFFICE DEPOT	OFFICE SUPPLIES	00100310.531000.	19.49
	OFFICE DEPOT		00100310.531000.0857	25.87
	OFFICE DEPOT		00100310.531000.	59.00
	OFFICE DEPOT		00100310.531000.0857	314.91
	OFFICE DEPOT		00100490.531000.	49.87
	OFFICE DEPOT	COPY PAPER	00101023.531000.	36.66
	OFFICE DEPOT	OFFICE SUPPLIES	00101023.531000.	84.84
	OFFICE DEPOT	COPY PAPER	00101130.531000.	36.66
	OFFICE DEPOT	OFFICE SUPPLIES	00103222.531000.	6.18
	OFFICE DEPOT		00103222.531000.	105.15

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 12/4/2008 TO 12/10/2008

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
52107	OFFICE DEPOT	OFFICE SUPPLIES	00103222.531000.	180.00
	OFFICE DEPOT		00103222.531000.	210.73
	OFFICE DEPOT		00103630.531000.	11.42
	OFFICE DEPOT		00103960.531000.	45.00
	OFFICE DEPOT		00104190.531000.	2.94
	OFFICE DEPOT		00104190.531000.	3.76
	OFFICE DEPOT		00104190.531000.	5.00
	OFFICE DEPOT		00104190.531000.	14.00
	OFFICE DEPOT		00104190.531000.	55.00
	OFFICE DEPOT		00143523.531000.	13.16
	OFFICE DEPOT	COPY PAPER	00143523.531000.	36.66
	OFFICE DEPOT	CREDIT OFFICE SUPPLIES	50300090.531000.	-17.90
	OFFICE DEPOT	RETURN OFFICE SUPPLIES	50300090.531000.	-9.42
	OFFICE DEPOT	OFFICE SUPPLIES	50300090.531000.	19.55
	OFFICE DEPOT		50300090.531000.	33.96
	OFFICE DEPOT		50300090.531000.	60.70
	OFFICE DEPOT		50300090.531000.	80.04
52108	ORKIN EXTERMINATING	SERVICE @ PSB	00100010.548000.	45.60
	ORKIN EXTERMINATING	SERVICE @ CITY HALL	00103530.548000.	82.87
	ORKIN EXTERMINATING	SERVICE @ CABOOSE	00105380.548000.	57.79
	ORKIN EXTERMINATING	SERVICE @ LIBRARY	00112572.548000.	45.60
	ORKIN EXTERMINATING	SERVICE @ WWTP	40142480.548000.	61.52
	ORKIN EXTERMINATING	SERVICE @ PW	40143410.548000.	50.16
52109	PACIFIC POWER BATTERIES	BATTERIES W/CORE CHARGES	00101250.531000.	64.48
52110	PACIFIC POWER PRODUCTS	TRACTOR KEYS	42047165.548000.	33.25
52111	PACIFIC TOPSOILS INC	(10) CONCRETE DUMPS	40230594.563000.S0102	175.00
52112	THE PARTS STORE	BLACK CABLE TIES	40140980.531000.	55.99
	THE PARTS STORE	SPRAY RIG BOOM ASSEMBLY	42047165.535000.0845	62.16
	THE PARTS STORE	OIL FILTERS	501.141100.	10.72
	THE PARTS STORE	HALOGEN BULBS	501.141100.	30.73
	THE PARTS STORE	SPARK PLUGS,FUEL FILTER	50100065.534000.	7.09
52113	LYNN PEAVEY COMPANY	SLIDES & SUPPLIES FOR EVIDENCE	001.231700.	-3.61
	LYNN PEAVEY COMPANY	MINI PKG BAGS FOR EVIDENCE	001.231700.	-2.83
	LYNN PEAVEY COMPANY		00103222.531000.	36.08
	LYNN PEAVEY COMPANY	SLIDES & SUPPLIES FOR EVIDENCE	00103222.531000.	46.06
52114	PERTEET ENGINEERING INC	PAY ESTIMATE # 30	30500030.563000.T0102	575.96
52115	PETROCARD SYSTEMS INC	FUEL CONSUMED-ENG/ENG SURF WTF	00100020.532000.	12.59
	PETROCARD SYSTEMS INC		00100020.532000.	43.12
	PETROCARD SYSTEMS INC	FUEL CONSUMED-POLICE	00103222.532000.	3,138.29
	PETROCARD SYSTEMS INC		00103222.532000.	3,328.96
	PETROCARD SYSTEMS INC	FUEL COMSUMED-PARKS&REC	00105380.532000.	761.00
	PETROCARD SYSTEMS INC	FUEL CONSUMED-STREETS	10111230.532000.	1,819.31
	PETROCARD SYSTEMS INC	FUEL CONSUMED-OPER/SANATATION	40143880.532000.	2,143.40
	PETROCARD SYSTEMS INC	FUEL CONSUMED-ENG/ENG SURF WTF	40145040.532000.	26.18
	PETROCARD SYSTEMS INC		40145040.532000.	31.97
	PETROCARD SYSTEMS INC	FUEL CONSUMED-OPER/SANATATION	41046060.532000.	2,682.70
	PETROCARD SYSTEMS INC	FUEL CONSUMED-FACILITIES	50200050.532000.	91.14
52116	PGR	UB 6708 29TH PL NE REFUND	401.122130.	25.00
52117	PUGET SOUND SECURITY PATROL INC.	SECURITY SERVICES	00100030.541000.	316.53
	PUGET SOUND SECURITY PATROL INC.		00100050.541000.	949.59
52118	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #348-001-954-0	00105380.547000.	85.39
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #283-001-380-7	10110463.547000.	163.13
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #690-001-250-8	10110463.547000.	1,515.61
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #600-001-260-6	10110463.547000.	1,661.87
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #660-001-330-1	10110463.547000.	1,847.03
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #670-001-300-3	10110463.547000.	10,283.86
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #997-000-013-0	10111230.547000.	265.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 12/4/2008 TO 12/10/2008

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
52118	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #210-094-460-8	40140080.547000.	906.10
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #414-001-219-8	40140180.547000.	26.68
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #327-001-612-8	40140180.547000.	28.98
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #529-001-665-7	40140180.547000.	28.98
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #557-001-090-9	40140180.547000.	180.44
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #314-001-224-0	40140180.547000.	1,746.67
52119	PUGET SOUND SECURITY	REPLACEMENT KEYS	00103222.548000.	12.80
52120	R&D PARK CREEK LLC	RECOVERY CONTRACT #253-SEWER	401.253000.	960.24
	R&D PARK CREEK LLC	RECOVERY CONTRACT #252 SEWER	401.253000.	4,278.06
52121	NOLA RAY-HUTTON	REFUND CLASS REG FEES	00110347.376009.	30.00
52122	DEPARTMENT OF RETIREMENT SYSTEMS	EMPLOYER/EMPLOYEE CONTRIBUTIO	00100110.522000.	2,227.33
52123	PAUL ROBERTS	CONSULTING SERVICES	00100110.541000.	6,000.00
52124	ROY ROBINSON CHEVROLET	OIL COOLER HOSE ASSEMBLY	50100065.534000.	102.68
52125	ENRIQUET RUIZ	UB 12823 53RD AVE NE REFUND	401.122120.	69.83
	ENRIQUET RUIZ		401.122130.	25.00
52126	LYNN SCHROEDER	REIMBURSE FRAME/COPY COSTS	00100110.549000.	174.87
52127	EVIE SCRIBNER	INSTRUCTOR SERVICES	00105250.541020.	104.00
52128	TERRY SIMON	PRO-TEM SERVICES	00100050.541000.	185.00
52129	SISKUN POWER EQUIPMENT	GUARD ASSEMBLY,CLAMP,BEARING	50100065.534000.	148.23
52130	SIX ROBBLEES INC	UNDERBODY TOOLBOX,BINDER	50100048.564000.0847	739.45
52131	SMOKEY POINT CONCRETE	HOT WATER/COLD WEATHER CEMENT	10110361.531000.	509.49
	SMOKEY POINT CONCRETE		40230594.563000.S0102	989.38
52132	SNO CO PUBLIC WORKS	SEPTEMBER 2008 BILLING	40220594.563000.W0803	44,384.80
52133	SNOHOMISH COUNTY TREASURER	800 MHz PRINCIPAL/INTEREST	11000021.571000.	57,391.37
	SNOHOMISH COUNTY TREASURER		11000021.583000.	20,603.73
52134	SNOPAC	DISPATCH SERVICES	00104000.551000.	59,086.01
52135	SOUND SAFETY PRODUCTS CO INC	GLOVES	00103222.531000.	209.91
	SOUND SAFETY PRODUCTS CO INC	PANTS-MESTON, L	10111230.526000.	105.89
52136	SPRINGBROOK NURSERY	3 YDS TOPSOIL	00105380.531000.	46.80
	SPRINGBROOK NURSERY	3 YDS GRAVEL	00105380.531000.	56.49
	SPRINGBROOK NURSERY	DRAIN ROCK	40145040.548000.	308.81
	SPRINGBROOK NURSERY	1 YD GRAVEL	42047165.531950.	18.83
52137	STATE AVE PLAZA LLC	UB 1094 CEDAR AVE REFUND	401.122130.	162.37
52138	STELLAR INDUSTRIAL SUPPLY	WRENCHES	40140980.535000.	70.70
52139	STOUDER GENERAL CONSTRUCTION LLC	PAY ESTIMATE # 3	40220594.563000.W0605	77,403.09
52140	STRAWBERRY LANES	ASAP TRIP TO STRAWBERRY LANES	00105120.531070.	36.50
52141	SUNSET BOULEVARD PROPERTY LLC	RECOVERY CONTRCAT #253-SEWER	401.253000.	960.24
	SUNSET BOULEVARD PROPERTY LLC	RECOVERY CONTRACT #252-SEWER	401.253000.	4,278.06
52142	TAB NORTHWEST	ALPHA LABELS	00100050.531000.	58.30
52143	TEXTRON FINANCIAL CORPORATION	15 EZ GO GOLF CART LEASE	42047165.545000.	2,051.00
52144	THYSSENKRUPP ELEVATOR CORP	PREVENTATIVE MAINTENANCE	00100010.548000.	162.75
	THYSSENKRUPP ELEVATOR CORP		00103530.548000.	162.75
52145	DEPT OF TRANSPORTATION NW REGION	PROJECT COSTS 10/08	30500030.563000.R0503	53.78
	DEPT OF TRANSPORTATION NW REGION		30500030.563000.R0604	216.44
	DEPT OF TRANSPORTATION NW REGION		30500030.563000.R0503	264.24
52146	DEPT OF TRANSPORTATION NW REGION	CONSTRUCTION ENG COSTS 10/08	30500030.563000.R0301	131.60
52147	MARIA TREMAINE	INTERPRETER SERVICES	00102515.549000.	110.12
52148	TRI-COUNTY CONCRETE SAWING	CORE DRILL HOLES IN CONCRETE	00105380.548000.	325.50
52149	COLEEN MARIE TROSPER	WITNESS FEES	00100050.549210.	12.65
52150	UNITED PARCEL SERVICE	SHIPPING EXPENSE	00103222.541000.	23.94
	UNITED PARCEL SERVICE		00103222.541000.	29.11
	UNITED PARCEL SERVICE		00103222.541000.	114.24
52151	UNITED RENTALS	DISCHARGE HOSE	40140480.535000.	185.73
	UNITED RENTALS	COMPRESSOR,POINT,AIR HOSE	40230594.563000.S0102	102.86
	UNITED RENTALS	EXCAVATOR RENTAL	40230594.563000.S0102	2,928.38
52152	VERIZON NORTHWEST	ACCT #109367558610	10110564.547000.	49.00
	VERIZON NORTHWEST	ACCT #107567892708	10110564.547000.	51.62

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 12/4/2008 TO 12/10/2008

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
52153	VERIZON NORTHWEST	METER READING PROF SERVICES	40141280.541000.	402.76
52154	VILLAGE PROFILE	CHAMBER MAP-GUIDE AD	00100720.541000.	2,195.00
52155	VISITORS GUIDE PUBLICATIONS	SNO CTY VISTORS GUIDE AD	00100720.541000.	1,075.00
52156	WASTE MANAGEMENT NORTHWEST	YARDWASTE,RECYCLE SERVICES	41046290.541000.	75,258.15
52157	LOREN R. WAXLER	PUBLIC DEFENSE FEES	00102515.541000.	135.00
	LOREN R. WAXLER		00102515.541000.	157.50
	LOREN R. WAXLER		00102515.541000.	172.50
	LOREN R. WAXLER		00102515.541000.	225.00
	LOREN R. WAXLER		00102515.541000.	330.00
	LOREN R. WAXLER		00102515.541000.	412.50
52158	WEED GRAAFSTRA AND BENSON INC PS	LEGAL SERVICES 11/08	00105515.541000.	1,943.44
	WEED GRAAFSTRA AND BENSON INC PS		00105515.541000.	14,814.59
	WEED GRAAFSTRA AND BENSON INC PS		00105515.541000.	34,567.00
	WEED GRAAFSTRA AND BENSON INC PS		30500030.563000.R0301	128.00
	WEED GRAAFSTRA AND BENSON INC PS		30500030.563000.R0701	1,618.50
	WEED GRAAFSTRA AND BENSON INC PS		31000076.563000.G0701	415.00
	WEED GRAAFSTRA AND BENSON INC PS		40143410.541000.	1,279.25
	WEED GRAAFSTRA AND BENSON INC PS		40143410.541000.	14,814.58
	WEED GRAAFSTRA AND BENSON INC PS		40145040.541000.	56.00
52159	WESTERN FACILITIES SUPPLY INC	AIR NEUTRALIZER	00101250.531000.	84.14
	WESTERN FACILITIES SUPPLY INC		40143780.531000.	84.13
	WESTERN FACILITIES SUPPLY INC	JANITORIAL SUPPLIES-RESTAURANT	42047165.531700.	149.71
52160	WESTERN SYSTEMS & FABRICATION	BRACKETS	50100065.534000.	35.61
	WESTERN SYSTEMS & FABRICATION	GUSSET TRIANGULAR,BRACE BRG	50100065.534000.	638.69
	WESTERN SYSTEMS & FABRICATION	CYLINDERS,BRG CAPS,PIN BRG	50100065.534000.	7,604.29
52161	DONNA WRIGHT	REIMBURSE MILEAGE	00100060.543000.	28.65
52162	WWMG, DEPT OF CARDIOLOGY	INMATE MEDICAL CARE	00103960.541000.	83.00
	WWMG, DEPT OF CARDIOLOGY		00103960.541000.	116.00

WARRANT TOTAL: 869,947.09

LESS VOID

CHECK # 48119 CHECK LOST IN MAIL (30.00)

869,917.09

REASON FOR VOIDS:

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

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: January 12, 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 17, 2008 claims in the amount of \$242,632.40 paid by Check No.'s 52163 through 52323 with no Check No. voided.

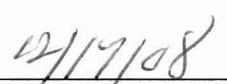
COUNCIL ACTION:

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 **\$242,632.40 PAID BY CHECK NO.'S 52163 THROUGH 52323 WITH NO CHECK NUMBER'S VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.



AUDITING OFFICER



DATE

MAYOR

DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **17th DAY OF DECEMBER 2008.**

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 12/11/2008 TO 12/17/2008

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
52163	KAMAL ABOUZAKI	INTERPRETER SERVICES	00102515.549000.	110.60
52164	ACE ACME SEPTIC SERVICE INC	PORTABLE TOILET RENTAL	40140280.541000.	90.00
52165	DIANE ADALBERT	TEAM BLDG/EMPLOYEE RELATIONS	00100310.541000.	175.00
	DIANE ADALBERT		00101023.541000.	175.00
52166	AUTOMATIC FUNDS TRANSFER SERVICES	WEB PAYMENT SERVICES 11/08	00143523.541000.	652.00
	AUTOMATIC FUNDS TRANSFER SERVICES	REMITTANCE PROCESSING 11/08	00143523.541000.	900.18
	AUTOMATIC FUNDS TRANSFER SERVICES	BILL PRINTING SERVICE 11/08	00143523.541000.	6,506.68
52167	ALBERTSONS FOOD CENTER #471	REFRESHMENTS FOR MTG'S	40143410.549000.	20.75
52168	ALBERTSONS FOOD CENTER #471	MISC SUPPLIES-PARKS & REC	00105120.531040.	43.13
	ALBERTSONS FOOD CENTER #471		00105120.531050.	28.32
	ALBERTSONS FOOD CENTER #471		00105120.531070.	26.93
	ALBERTSONS FOOD CENTER #471		00105120.531070.	37.70
	ALBERTSONS FOOD CENTER #471		00105250.531000.	8.66
52169	ALFYS PIZZA, MARYSVILLE	PIZZA'S FOR ASAP PROGRAM	00105120.531070.	68.29
52170	ALPHA COURIER, INC.	DELIVERY SERVICE	40142480.541000.	71.65
52171	AM TEST INC	TESTING, HAA'S, TOTAL ORGANICS	40140780.541000.	1,020.00
52172	AWWA NW SUBSECTION	SAFETY DVD'S	401.231700.	-34.13
	AWWA NW SUBSECTION		40143410.549060.	435.63
52173	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.	16.44
	ARAMARK UNIFORM SERVICES		40143780.549000.	25.77
	ARAMARK UNIFORM SERVICES		40143780.549000.	25.77
	ARAMARK UNIFORM SERVICES	MECHANICS UNIFORM	42047165.526000.	31.48
	ARAMARK UNIFORM SERVICES	UNIFORM CLEANING	50100065.526000.	61.38
52174	ASCOM HASLER/GE CAP PROG	POSTAGE METER	00100110.531000.	44.27
	ASCOM HASLER/GE CAP PROG		00100310.531000.	44.27
	ASCOM HASLER/GE CAP PROG		00101023.531000.	44.27
	ASCOM HASLER/GE CAP PROG		00101130.531000.	44.27
	ASCOM HASLER/GE CAP PROG		00143523.531000.	44.27
52175	ASL INTERPRETER NETWORK	INTERPRETER SERVICES	00102515.549000.	165.69
52176	KARINE AVAGIMOVA		00102515.549000.	152.80
52177	BALLARD, JOAN A	UB 080150200001 5424 95TH PL N	401.122110.	172.20
52178	BANK OF AMERICA	TRAVEL REIMBURSEMENT	00100060.543000.	3,809.00
	BANK OF AMERICA		00100110.543000.	1,236.70
	BANK OF AMERICA		00100110.549000.	34.00
	BANK OF AMERICA		00100310.549000.	11.33
	BANK OF AMERICA		00102020.543000.	1,089.00
	BANK OF AMERICA		00103010.549000.	11.33
52179	BANK OF AMERICA	MEAL REIMBURSEMENT	40143410.549000.	57.03
52180	BANK OF AMERICA	MEETING REIMBURSEMENT	00100060.549000.	46.00
	BANK OF AMERICA		00100110.549000.	45.53
52181	BERRY NEON SIGN SYSTEMS	REPAIR CITY HALL ENTRANCE SIGN	00103530.548000.	394.92
52182	STACEY BLONK	CLASS REFUND LESS \$5.00 ADMIN	00110347.376007.	61.00
52183	BLUE MARBLE ENVIRONMENTAL	42 HRS JACK HARRIS & ETC	41046290.541000.	4,135.60
52184	BLUMENTHAL UNIFORMS & EQUIPMENT	EQUIPMENT CONES	00103222.526000.	47.66
52185	BOATLAND P & A	PUMP SUPPLIES-AMR TRUCKS	40140980.535000.	255.31
52186	DAVID BOESPFLUG	REFUND CLASS FEES	00110347.376007.	61.00
52187	BOYDEN ROBINETT & ASSOCIATES	UB 651053000000 10530 66TH AVE	401.122110.	158.71
52188	BRAY, CHRISTINA & DONOVAN	UB 746028000000 6028 52ND AVE	401.122110.	23.67
52189	CARR'S ACE HARDWARE	SAWZALL BLADES	40140580.535000.	34.70
	CARR'S ACE HARDWARE	2 STEP STOOL	40141580.549000.	24.94
52190	VICKI CARVER	INSTRUCTOR SERVICES	00105120.541020.	140.25
52191	CASCADE COLUMBIA	20-50# BAGS CITRIC ACID	40142480.531320.	1,079.58
52192	CDW GOVERNMENT INC	TELEMETRY WEB SERVER LICENSE	40141580.531000.	544.36
52193	CHAMPION BOLT & SUPPLY	TAMPER PROOF HEX KEYS	00105380.535000.	69.88

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 12/11/2008 TO 12/17/2008

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
52194	CHEMTRAC SYSTEMS INC	PARTICLE COUNTER CALIBRATION	40141580.541000.	700.00
	CHEMTRAC SYSTEMS INC	PARTICLE COUNTER REPAIR	40141580.548000.	755.00
52195	CIC VALUATION GROUP, INC	PROFESSIONAL SERVICES-STORM W	40145040.541000.	500.00
52196	CNR, INC	MAINT CONTRACT 12/08	50300090.541000.	1,354.55
52197	CODE PUBLISHING INC	MUNICIPAL CODE ELEC UPDATE	00101130.549000.	141.70
52198	COLUMBIA PAINT & COATINGS	ROLLERS,PADS,TRAYS,RAGS	00100010.531000.	17.58
	COLUMBIA PAINT & COATINGS		00101250.531000.	17.58
	COLUMBIA PAINT & COATINGS		00103530.531000.	17.58
	COLUMBIA PAINT & COATINGS		00112572.531000.	17.58
	COLUMBIA PAINT & COATINGS		40143410.531000.	17.58
	COLUMBIA PAINT & COATINGS		40143780.531000.	17.58
52199	COMCAST	ACCT #8498310020001355-KBSCC	00105250.547000.	47.21
52200	MERRITT SCOTT CONNER	INSTRUCTOR SERVICES	00105250.541020.	132.00
52201	CONSOLIDATED ELECTRIAL DIST INC	LIGHT BULBS, EXT WALL FIXTURE	00103530.531000.	113.34
	CONSOLIDATED ELECTRIAL DIST INC		40142480.531000.	113.34
52202	COOK PAGING (WA)	PAGERS 4253390613 & 4252573829	10111230.542000.	3.73
	COOK PAGING (WA)		40143410.542000.	3.73
52203	CORPORATE OFFICE SUPPLY	DISPOSABLE CAMERAS,WIPES	501.141100.	109.25
52204	CRAFT MART	YARN,CRAFTS,GLUE	00105090.531280.	21.53
52205	VONNIE CRAWFORD	INSTRUCTOR SERVICES	00105250.541020.	630.00
52206	BRUNO CUENCA	INTERPRETER SERVICES	00102515.549000.	121.56
	BRUNO CUENCA		00102515.549000.	121.56
52207	CUES	CAMERA PARTS TO REPAIR TRACKS	40145040.548000.	222.34
52208	CUZ CONCRETE PRODUCTS	6' CONCRETE PARKING BUMPER	40141380.531000.	88.71
52209	DAILY JOURNAL OF COMMERCE	NOTICE RESTAURANT OPERATOR	42047061.544000.	203.00
52210	DATABASE SECURE RECORDS DESTRUCTIO	MONTHLY SHREDDING SERVICE	00100020.531000.	2.55
	DATABASE SECURE RECORDS DESTRUCTIO		00100110.549000.	8.50
	DATABASE SECURE RECORDS DESTRUCTIO		00100310.531000.	8.50
	DATABASE SECURE RECORDS DESTRUCTIO		00101023.541000.	8.50
	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
52211	SHEILA DAVIS	INSTRUCTOR SERVICES	00105120.541020.	100.00
	SHEILA DAVIS		00105120.541020.	140.00
52212	DELL MARKETING LP	PROSECUTORS LAPTOP	00105515.549000.	254.11
	DELL MARKETING LP		00105515.549000.	1,777.51
52213	DEX MEDIA INC	YELLOW PAGES AD	42047267.544000.	77.00
52214	DUTTON ELECTRIC CO., INC.	INSTALL HEATING UNIT @ SOLID	41046060.548000.	2,238.73
52215	E&E LUMBER INC	BLADE,PLASTI DIP,ENCORE MIX	00112572.531000.	41.05
	E&E LUMBER INC	LUMBER,STAKES FOR REPAIRS	10110361.531000.	181.67
	E&E LUMBER INC	ROOF PATCH,PAINT BRUSH,TORCH	40143780.531000.	72.11
52216	WA DEPARTMENT OF ECOLOGY	WASTE WATER OPERATOR CERT	40143410.549050.	30.00
	WA DEPARTMENT OF ECOLOGY		40143410.549050.	30.00
	WA DEPARTMENT OF ECOLOGY		40143410.549050.	30.00
	WA DEPARTMENT OF ECOLOGY		40143410.549050.	30.00
	WA DEPARTMENT OF ECOLOGY		40143410.549050.	30.00
	WA DEPARTMENT OF ECOLOGY		40143410.549050.	30.00
	WA DEPARTMENT OF ECOLOGY		40143410.549050.	30.00
	WA DEPARTMENT OF ECOLOGY		40143410.549050.	30.00
	WA DEPARTMENT OF ECOLOGY		40143410.549050.	30.00
52217	ELVES, JIM	UB 830912300000 7102 70TH AVE	401.122110.	3.69
52218	ELVES, JIM		401.122110.	156.00
52219	EMERALD HILLS COFFEE SERVICE	COFFEE SUPPLIES-KBSCC	00105250.531050.	142.28
52220	ERIC ERGA	REIMBURSE MEAL COST	30500030.563000.R0301	10.62
52221	EVERETT STAMP WORKS	PROSECUTORS DATE RECVD STAMP	00105515.531000.	102.86

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52222	FLINT TRADING INC	PM125WH Q2 VG 6' HUMP SYM	10110564.531000.	612.38
52223	CHRIS FLOYD	INSTRUCTOR SERVICES	00105120.541020.	2,418.13
52224	DEPARTMENT OF GENERAL ADMINISTRATI	(250) ARCHIVE BOXES	00101130.531000.	634.73
52225	GENERAL CHEMICAL CORP	ALUM SULFATE 11.625 DRY TON	40142480.531320.	4,064.96
52226	GRANITE NW INC	7.04 TONS CLASS A/B ASPHALT	10110130.531000.	571.11
	GRANITE NW INC	13.09 TON CLASS A/B ASPHALT	10110130.531000.	1,186.84
52227	GRAYBAR ELECTRIC CO INC	WALL PACK LIGHT KITS	00112572.531000.	632.53
52228	GRCC/WW	BACKFLOW TESTER CERT-DAGGATT	40143410.549000.	42.00
52229	GRCC/WW	BACKFLOW TESTER CERT-ZAHNOW	40143410.549000.	42.00
52230	GREENSHIELDS INDUSTRIAL SUPPLY	CHAIN,CLAMPS,SHACKLES	40142480.548000.	237.83
52231	PAUL GROSS	REIMBURSE MILEAGE	00103222.543000.	56.16
52232	HALSTROM & ASSOCIATES, INC.	12/08 LOBBYIST RETAINER FEE	40143410.541000.	2,080.00
52233	ROSE HAYES	INSTRUCTOR SERVICES	00105250.541020.	66.00
52234	HD FOWLER COMPANY	GASKETS FOR AMR METER REPLACE	40140980.531000.	206.15
	HD FOWLER COMPANY	FITTINGS	42047165.531920.	8.35
52235	DEPARTMENT OF HEALTH	WATERWORKS OPER CERT-AVEY	40143410.549000.	42.00
	DEPARTMENT OF HEALTH	WATERWORKS OPER CERT-BUELL	40143410.549000.	42.00
	DEPARTMENT OF HEALTH	WATERWORKS OPER CERT-BYDE	40143410.549000.	42.00
	DEPARTMENT OF HEALTH	WATERWORKS OPER CERT-DAGGETT	40143410.549000.	42.00
	DEPARTMENT OF HEALTH	WATERWORKS OPER CERT-DAVIS	40143410.549000.	42.00
	DEPARTMENT OF HEALTH	WATERWORKS OPER CERT-ERGA	40143410.549000.	42.00
	DEPARTMENT OF HEALTH	WATERWORKS OPER CERT-GEIST	40143410.549000.	42.00
	DEPARTMENT OF HEALTH	WATERWORKS OPER CERT-GESSNER	40143410.549000.	42.00
	DEPARTMENT OF HEALTH		40143410.549000.	42.00
	DEPARTMENT OF HEALTH	WATERWORKS OPER CERT-GETTLE	40143410.549000.	42.00
	DEPARTMENT OF HEALTH	WATERWORKS OPER CERT-HAWLEY	40143410.549000.	42.00
	DEPARTMENT OF HEALTH	WATERWORKS OPER CERT-KING	40143410.549000.	42.00
	DEPARTMENT OF HEALTH	WATERWORKS OPER CERT-LAMBERT	40143410.549000.	42.00
	DEPARTMENT OF HEALTH	WATERWORKS OPER CERT-LARSON	40143410.549000.	42.00
	DEPARTMENT OF HEALTH	WATERWORKS OPER CERT-MORGISON	40143410.549000.	42.00
	DEPARTMENT OF HEALTH	WATERWORKS OPER CERT-OLSON	40143410.549000.	42.00
	DEPARTMENT OF HEALTH	WATERWORKS OPER CERT-PALM	40143410.549000.	42.00
	DEPARTMENT OF HEALTH	WATERWORKS OPER CERT-SKYTA	40143410.549000.	42.00
	DEPARTMENT OF HEALTH	WATERWORKS OPER CERT-STROPE	40143410.549000.	42.00
	DEPARTMENT OF HEALTH	WATERWORKS OPER CERT-ZAHNOW	40143410.549000.	42.00
52236	HSBC BUSINESS SOLUTIONS	DVD RECORDER	001.231700.	-39.14
	HSBC BUSINESS SOLUTIONS		00103222.535000.	499.54
52237	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
52238	IOS CAPITAL	COPIER CHARGES	00100020.545000.	83.76
	IOS CAPITAL		00100020.545000.	223.12
	IOS CAPITAL		00100050.545000.	118.27
	IOS CAPITAL		00100050.545000.	220.26
	IOS CAPITAL		00100110.545000.	83.98
	IOS CAPITAL		00100110.545000.	267.34
	IOS CAPITAL		00100310.545000.	83.99
	IOS CAPITAL		00100310.545000.	137.80
	IOS CAPITAL		00100720.545000.	114.58
	IOS CAPITAL		00101023.545000.	304.42
	IOS CAPITAL		00101130.545000.	304.42
	IOS CAPITAL		00102020.545000.	13.57
	IOS CAPITAL		00102020.545000.	74.38
	IOS CAPITAL		00102020.545000.	146.59

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52238	IOS CAPITAL	COPIER CHARGES	00102020.545000.	192.05
	IOS CAPITAL		00103121.545000.	321.16
	IOS CAPITAL		00103222.545000.	33.16
	IOS CAPITAL		00103960.545000.	163.84
	IOS CAPITAL		00104190.545000.	58.59
	IOS CAPITAL		00104190.545000.	379.75
	IOS CAPITAL		00104190.545000.	582.65
	IOS CAPITAL		00105250.545000.	22.79
	IOS CAPITAL		00105380.545000.	321.16
	IOS CAPITAL		00143523.545000.	272.93
	IOS CAPITAL		40142480.545000.	42.87
	IOS CAPITAL		40143410.545000.	13.57
	IOS CAPITAL		40143410.545000.	74.38
	IOS CAPITAL		40143410.545000.	105.79
	IOS CAPITAL		40143410.545000.	105.80
	IOS CAPITAL		40143410.545000.	146.58
	IOS CAPITAL		40143410.545000.	192.04
	IOS CAPITAL		40143410.545000.	238.27
	IOS CAPITAL		42047165.545000.	21.70
	IOS CAPITAL		50100065.545000.	20.94
	IOS CAPITAL		50100065.545000.	86.43
	IOS CAPITAL		50200050.545000.	20.94
52239	IOS CAPITAL	COPIER IMAGE CHARGES	00100020.545000.	7.17
	IOS CAPITAL		00100020.545000.	258.52
	IOS CAPITAL		00100050.545000.	71.86
	IOS CAPITAL		00100050.545000.	81.80
	IOS CAPITAL		00100110.545000.	122.90
	IOS CAPITAL		00100310.545000.	73.41
	IOS CAPITAL		00100720.545000.	52.67
	IOS CAPITAL		00102020.545000.	12.55
	IOS CAPITAL		00102020.545000.	15.62
	IOS CAPITAL		00102020.545000.	86.17
	IOS CAPITAL		00102020.545000.	286.93
	IOS CAPITAL		00103121.545000.	193.51
	IOS CAPITAL		00103222.545000.	23.31
	IOS CAPITAL		00103960.545000.	5.85
	IOS CAPITAL		00104190.545000.	11.91
	IOS CAPITAL		00104190.545000.	82.24
	IOS CAPITAL		00104190.545000.	405.02
	IOS CAPITAL		00105250.545000.	24.42
	IOS CAPITAL		00105380.545000.	208.78
	IOS CAPITAL		40142480.545000.	11.60
	IOS CAPITAL		40143410.545000.	6.96
	IOS CAPITAL		40143410.545000.	6.97
	IOS CAPITAL		40143410.545000.	12.55
	IOS CAPITAL		40143410.545000.	15.62
	IOS CAPITAL		40143410.545000.	51.45
	IOS CAPITAL		40143410.545000.	86.17
	IOS CAPITAL		40143410.545000.	286.92
	IOS CAPITAL		42047165.545000.	10.16
	IOS CAPITAL		50100065.545000.	1.80
	IOS CAPITAL		50100065.545000.	12.53
	IOS CAPITAL		50200050.545000.	1.80
52240	DEPT OF INFORMATION SERVICES	TELECOMMUNICATIONS ACCESS FEE	00104190.551000.	723.71
52241	INTEGRA TELECOM	ACCT #010495321	00100020.542000.	172.49
	INTEGRA TELECOM		00100050.542000.	191.85
	INTEGRA TELECOM		00100110.542000.	117.22

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52241	INTEGRA TELECOM	ACCT #010495321	00100310.542000.	83.12
	INTEGRA TELECOM		00100720.542000.	14.04
	INTEGRA TELECOM		00101023.542000.	83.37
	INTEGRA TELECOM		00101130.542000.	47.64
	INTEGRA TELECOM		00102020.542000.	348.45
	INTEGRA TELECOM		00103010.542000.	101.88
	INTEGRA TELECOM		00103121.542000.	104.45
	INTEGRA TELECOM		00103222.542000.	412.34
	INTEGRA TELECOM		00103528.542000.	20.81
	INTEGRA TELECOM		00103630.542000.	10.38
	INTEGRA TELECOM		00103960.542000.	139.85
	INTEGRA TELECOM		00104190.542000.	153.51
	INTEGRA TELECOM		00104230.542000.	23.90
	INTEGRA TELECOM		00105120.542000.	132.53
	INTEGRA TELECOM		00105250.542000.	26.26
	INTEGRA TELECOM		00143523.542000.	86.05
	INTEGRA TELECOM		10111230.542000.	85.60
	INTEGRA TELECOM		40142480.542000.	97.88
	INTEGRA TELECOM		40143410.542000.	258.18
	INTEGRA TELECOM		41046170.542000.	10.38
	INTEGRA TELECOM		42047061.542000.	44.36
	INTEGRA TELECOM		50100065.542000.	23.15
	INTEGRA TELECOM		50148058.542000.	21.98
	INTEGRA TELECOM		50200050.542000.	21.35
	INTEGRA TELECOM		50300090.542000.	88.52
52242	HILARY A HUGHES	INTERPRETER SERVICES	00102515.549000.	590.85
52243	FLORENCE JOHNSON	REFUND SECURITY DEPOSIT	001.239100.	200.00
52244	THE JP COOKE COMPANY	LIFETIME LICENSE & ANNUAL TAGS	001.231700.	-14.37
	THE JP COOKE COMPANY		00102020.531000.	183.42
52245	JUDD & BLACK	REPAIR TO WASHER	00103960.548000.	119.30
52246	KELLER SUPPLY COMPANY	INSTA HOT TANK	40143410.531000.	291.20
52247	THOMAS KING	REIMBURSE MTG COSTS	10111864.549000.	42.84
52248	KIWANIS	2008 HOTEL/MOTEL GRANT APP	10500030.549000.	3,117.39
52249	LASTING IMPRESSIONS INC	SWEATERS-COURTS	00100050.549000.	664.02
	LASTING IMPRESSIONS INC	(10) TURKEY CHASE FUNRUN SHIRT	00105120.531050.	105.14
52250	LAWN EQUIPMENT SUPPLY	REPAIR PARTS FOR PARKS BLOWER	00105380.548000.	90.47
52251	NICOLE Y LEE	INTERPRETER SERVICES	00102515.549000.	125.00
52252	DEPT OF LICENSING	BOWMAN, AMERICA (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	FREIMUND, KARIA (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	GUSINSKY, GARY (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	ISOM, DAWN (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	JOSS, DOUGLAS (ORIGINAL)	001.237020.	18.00
52253	DEPT OF LICENSING	PUGET SOUND SECURITY	001.237080.	125.00
52254	LOWES HIW INC	SWITCH,CUT IN BOXES,SUPER GLUE	00103530.531000.	16.30
	LOWES HIW INC	CHRISTMAS LIGHTS FOR ELEC CAR	50100065.534000.	33.35
52255	ERIC LUTZ	REFUND CLASS FEES	00110347.376007.	61.00
52256	MANUELL, FRANK G	UB 334343000000 4343 150TH ST	401.122110.	138.75
52257	MARATHON EQUIPMENT INC	THERMOSTAT ASSEMBLY	501.231700.	-14.40
	MARATHON EQUIPMENT INC		50100065.534000.	183.83
52258	MARYSVILLE AWARDS	ENGRAVE EOM PLAQUE	00103530.531000.	7.81
52259	MARYSVILLE MUNICIPAL COURT	BANK CARD FEES	00100050.541000.	362.41
52260	MARYSVILLE PRINTING	PERSONNEL ACTION REQ FORMS	00100310.531000.	576.09
	MARYSVILLE PRINTING	BUSINESS CARDS-KINGSFORD, A	00105120.531000.	113.82
52261	MARYSVILLE SCHOOL DISTRICT #25	FACILITY USAGE FEES- MMS	00105120.531091.	38.25
	MARYSVILLE SCHOOL DISTRICT #25	FACILITY USAGE FEES- TMS	00105120.531091.	93.52
52262	CITY OF MARYSVILLE	WTR/SWR/GRB @ 1635 GROVE ST	00100010.547000.	1,592.10
52263	BARABARA MC CLINTOCK	PUBLIC DEFENSE FEES	00102515.541000.	32.50

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52263	BARABARA MC CLINTOCK	PUBLIC DEFENSE FEES	00102515.541000.	48.75
	BARABARA MC CLINTOCK		00102515.541000.	94.25
	BARABARA MC CLINTOCK		00102515.541000.	146.25
52264	MILLAR, DEBRA	UB 983222000000 3222 79TH AVE	401.122130.	53.51
52265	AMELIA MIRANDA	2008 HOLIDAY CATERING	00100310.549010.	125.00
52266	TARA MIZELL	REIMB-EMPLOYEE APPRECIATION	00100310.549010.	70.45
52267	MUTUAL MATERIALS CO	LANDSCAPE BLOCKS	00105380.549000.	993.55
52268	NAUTILUS ENVIRONMENTAL, LLC	ACUTE TOXICITY TESTING	40142480.541000.	450.00
52269	NEXXPOST LLC	CONTRACT BASE	00101023.531000.	217.00
	NEXXPOST LLC		00143523.531000.	217.00
52270	NORTH COAST ELECTRIC COMPANY	LIGHT LAMPS/EBEY	00105380.531000.	19.81
52271	NORTHUP GROUP	PRE EMPLOYMENT EVALUATION	00103010.541000.	300.00
52272	NORTHWEST CASCADE INC	HONEY BUCKET CREDIT	00105120.531010.	-680.29
	NORTHWEST CASCADE INC		00105120.531010.	-147.57
	NORTHWEST CASCADE INC		00105120.531010.	-120.75
	NORTHWEST CASCADE INC	HONEY BUCKETS ADULT SOFTBALL	00105120.531010.	619.95
	NORTHWEST CASCADE INC	HONEY BUCKET CREDIT	00105120.531050.	-71.93
	NORTHWEST CASCADE INC	HONEY BUCKET THRU 12/7/08	00105380.545000.	102.18
	NORTHWEST CASCADE INC	HONEY BUCKET	00105380.545000.	103.33
	NORTHWEST CASCADE INC		00105380.545000.	103.33
	NORTHWEST CASCADE INC	HONEY BUCKET RENTAL	00105380.545000.	103.33
52273	WORTH NORTON	PROSECUTOR LAPTOP	00105515.549000.	962.38
52274	VANCE P ODELL	PUBLIC DEFENSE FEES	00102515.541000.	6,000.00
52275	OFFICE DEPOT	OFFICE SUPPLIES	00100020.531000.	94.61
	OFFICE DEPOT		00100050.549000.	871.12
	OFFICE DEPOT		00100490.531000.	52.25
	OFFICE DEPOT	RETURN OFFICE SUPPLIES	00105380.531000.	-13.60
	OFFICE DEPOT	OFFICE SUPPLIES	00105380.531000.	10.19
	OFFICE DEPOT		00105380.531000.	46.09
	OFFICE DEPOT		00143523.531000.	13.01
	OFFICE DEPOT	(5) CLIPBOARDS	40140980.531000.	39.82
	OFFICE DEPOT	OFFICE SUPPLIES	40142380.531000.	65.34
	OFFICE DEPOT		40143410.531000.	94.61
	OFFICE DEPOT		40143410.531000.	127.45
	OFFICE DEPOT		50100065.531000.	10.51
	OFFICE DEPOT		50200050.531000.	10.51
52276	MONICA OLASON	INSTRUCTOR SERVICES	00105120.541020.	268.80
	MONICA OLASON		00105120.541020.	275.20
52277	PACIFIC POWER BATTERIES	BATTERIES	40141180.531000.	15.19
52278	PACIFIC POWER PRODUCTS	MOWER DRIVE	42047165.548000.	284.00
52279	THE PARTS STORE	OIL FILTERS	42047165.548000.	35.66
	THE PARTS STORE	OIL AIR AND FUEL FILTERS	501.141100.	322.54
52280	LAURIE HUGDAHL	MINUTE TAKING SERVICE	00101130.541000.	46.50
	LAURIE HUGDAHL		00101130.541000.	83.70
	LAURIE HUGDAHL		00101130.541000.	93.00
	LAURIE HUGDAHL		00101130.541000.	108.50
52281	PETROCARD SYSTEMS INC	FUEL CONSUMED-PARKS & REC	00105380.532000.	321.64
	PETROCARD SYSTEMS INC	FUEL CONSUMED-STREETS	10111230.532000.	1,003.93
	PETROCARD SYSTEMS INC	FUEL CONSUMED-OPER/SANATATION	40143880.532000.	2,342.72
	PETROCARD SYSTEMS INC		41046060.532000.	1,969.60
	PETROCARD SYSTEMS INC	FUEL CONSUMED-FLEET/FACILITIES	50100065.532000.	162.80
	PETROCARD SYSTEMS INC		50200050.532000.	69.11
52282	PETTY CASH- FINANCE	MAILING,PRKG,EMP APPR,TVL	00100060.549000.	70.00
	PETTY CASH- FINANCE		00100110.543000.	2.00
	PETTY CASH- FINANCE		00100310.549000.	11.04
	PETTY CASH- FINANCE		00100310.549010.	156.00
52283	GUNDALUPE PIZANA	REFUND CLASS FEES	00110347.376007.	61.00

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52284	PUGET SOUND SECURITY PATROL INC.	SECURITY SERVICES	00100030.541000.	281.36
	PUGET SOUND SECURITY PATROL INC.		00100050.541000.	844.08
52285	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #109-000-510-7	00101250.547000.	2,387.98
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #445-003-900-5	00103530.547000.	2,299.55
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #3450022102	00105380.547000.	15.75
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #225-002-594-3	00105380.547000.	163.35
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #3410070639	00105380.547000.	259.96
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #609-000-699-7	10111864.547000.	30.43
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #242-001-069-2	10111864.547000.	45.95
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #564-001-175-4	10111864.547000.	104.46
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #540-011-293-3	40140180.547000.	89.74
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #500-001-942-1	40140180.547000.	158.88
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #504-002-581-8	40142280.547000.	83.27
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #395-051-146-3	40142280.547000.	101.98
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #538-011-915-5	40142280.547000.	104.51
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #483-023-177-7	40142280.547000.	259.74
52286	RAY RICHES	REIMBURSE PATROL SUPPLIES	00103222.531000.	13.02
52287	VICTORIA ROSS-STEGENA	REFUND ANIMAL LICENSE	00100321.319000.	10.00
52288	RV & MARINE SUPPLY BY CASCADE LLC	DISCHARGE HOSE, PUMP	40140480.535000.	27.44
52289	LYNN SCHROEDER	REIMBURSE MTG COSTS	00100110.549000.	52.87
	LYNN SCHROEDER		00103010.549000.	15.75
52290	SEATTLE LIGHTING	LIGHTING STEM ASSEMBLY	00112572.531000.	605.72
52291	PEGGY SHERMAN	REFUND DEPOSIT FOR RENTAL	001.239100.	58.00
52292	TERRY SIMON	PRO-TEM SERVICES	00100050.541000.	370.00
52293	SISKUN POWER EQUIPMENT	HANDLE FRAME	00105380.548000.	81.87
	SISKUN POWER EQUIPMENT	CHAIN LOOPS	00105380.548000.	135.53
52294	EVE SNIDER	INSTRUCTOR SERVICES	00105120.541020.	880.00
52295	SNO CO PUBLIC WORKS	SOLID WASTE DISPOSAL 11/08	41046060.551000.	97,563.00
52296	SONITROL	MONITORING SERVICES DEC 2008	00100010.541000.	89.00
	SONITROL		00100010.541000.	102.00
	SONITROL		00103530.541000.	120.00
	SONITROL		00103530.541000.	173.00
	SONITROL		00105250.541000.	126.00
	SONITROL		00105380.541000.	116.00
	SONITROL		40142480.541000.	102.00
	SONITROL		40142480.541000.	114.00
	SONITROL		40142480.541000.	114.00
	SONITROL		40143410.541000.	82.00
	SONITROL		40143410.541000.	117.00
	SONITROL		40143410.541000.	173.00
52297	SOUND PUBLISHING INC	WEBSITE AD	00105120.546000.	75.00
52298	SOUND PUBLISHING INC		42047267.544000.	150.00
52299	SOUND PUBLISHING INC	NOTICE OF HEARING AD	00101130.544000.	105.52
	SOUND PUBLISHING INC		42047061.544000.	58.37
52300	SHERRI SOVERNS	REIMBURSE WATER/POP PURCHASE	00100110.549000.	24.19
52301	GLENN SPRAGUE	REFUND DEPOSIT FOR RENTAL	001.239100.	58.00
52302	SPRINGBROOK NURSERY	(4) YDS BARK	00105380.531000.	67.78
	SPRINGBROOK NURSERY	(6) YDS BARK	00105380.531000.	203.36
52303	WASHINGTON STATE PATROL	BACKGROUND CHECKS	00100310.541000.	270.00
52304	STRATEGIES 360 INC	PROFESSIONAL SERVICES	00100110.549000.E0801	15,000.00
52305	JAMES STRICKLAND	REIMBURSE CUSTODY SUPPLY COSTS	00103960.531000.	61.58
52306	HELEN STURM	REFUND CLASS FEES	00110347.376007.	61.00
52307	THE RENTAL CONNECTION	UB 334334000000 4334 150TH ST	401.122110.	78.50
52308	J. STEVEN THOMAS	PRO-TEM SERVICES	00100050.541000.	185.00
52309	TORO NSN	IRRIGATION COMPUTER SOFTWARE	42047165.531920.	199.00
52310	LORRIE TOWERS	COMMISSIONER SERVICES	00100050.541000.	1,200.00
	LORRIE TOWERS		00100050.541000.	2,200.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 12/11/2008 TO 12/17/2008

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
52311	UTILITIES UNDERGROUND LOCATION CTR	EXCAVATION NOTICE 11/08	40141180.541000.	517.20
52312	VERIZON NORTHWEST	ACCT #404449227007	00100050.542000.	256.80
	VERIZON NORTHWEST		00100310.531000.	61.10
	VERIZON NORTHWEST	ACCT #POLE BLDG	00103222.542000.	158.95
	VERIZON NORTHWEST	ACCT #100469609401	00104000.542000.	35.00
	VERIZON NORTHWEST	ACCT #109778831810	00104000.542000.	75.45
	VERIZON NORTHWEST	ACCT #100664011800	00104000.542000.	85.50
	VERIZON NORTHWEST	ACCT #102746380105	00104000.542000.	98.83
	VERIZON NORTHWEST	ACCT #103957234007	40142480.542000.	64.10
	VERIZON NORTHWEST	ACCT #1109792481505	40143410.542000.	74.85
52313	SHANNON VINSON	REFUND DEPOSIT FOR RENTAL	001.239100.	58.00
52314	LELA WALL	REIMBURSE SHOE ALLOWANCE	00104190.526000.	52.07
52315	WSU	RECERT PESTICIDE CLASS	00105380.549000.	100.00
52316	LOREN R. WAXLER	PUBLIC DEFENSE FEES	00102515.541000.	120.00
	LOREN R. WAXLER		00102515.541000.	127.50
	LOREN R. WAXLER		00102515.541000.	300.00
52317	WEBCHECK	WEBCHECK CANOPY SERVICE 11/08	00143523.541000.	336.00
52318	WEED GRAAFSTRA AND BENSON INC PS	ALLEN SETTLEMENT AGREEMENT	30500030.563000.R0701	20,000.00
52319	WEST PAYMENT CENTER	WA CODE	00100050.549000.	247.44
52320	WESTERN EQUIPMENT DISTRIBUTORS	ROLLER ASSEMBLY	42047165.548000.	179.51
52321	WESTERN FACILITIES SUPPLY INC	RESTAURANT JANITORIAL SUPPLIES	42047165.531700.	65.37
52322	WILBUR-ELLIS	FUNGICIDE	42047165.531930.	855.29
52323	ZEE MEDICAL SERVICE	FIRST AID RESUPPLY	00100020.531000.	30.80
	ZEE MEDICAL SERVICE		00102020.531000.	30.81
	ZEE MEDICAL SERVICE		10111230.531000.	54.24
	ZEE MEDICAL SERVICE		40143410.531000.	30.81
	ZEE MEDICAL SERVICE		40143780.531000.	54.24

WARRANT TOTAL: 242,632.40

REASON FOR VOIDS:

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

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: January 12, 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 24, 2008 claims in the amount of \$989,957.83 paid by Check No.'s 52324 through 52493 with no Check No.'s 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 **\$989,957.83 PAID BY CHECK NO.'S 52324 THROUGH 52493 WITH NO CHECK NUMBER'S VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

Judy Gungor

AUDITING OFFICER

12/23/08

DATE

MAYOR

DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **24th DAY OF DECEMBER 2008.**

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 12/18/2008 TO 12/24/2008

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
52324	WASHINGTON STATE DEPARTMENT OF	SALES & USE TAX 11/08	001.231700.	258.28
	WASHINGTON STATE DEPARTMENT OF		00101130.549000.	3.38
	WASHINGTON STATE DEPARTMENT OF		00102020.549000.	2.27
	WASHINGTON STATE DEPARTMENT OF		00103010.549000.	34.38
	WASHINGTON STATE DEPARTMENT OF		401.231700.	1,596.06
	WASHINGTON STATE DEPARTMENT OF		40143410.553000.	40,900.58
	WASHINGTON STATE DEPARTMENT OF		40145040.553000.	1,630.67
	WASHINGTON STATE DEPARTMENT OF		402.213700.	5.52
	WASHINGTON STATE DEPARTMENT OF		41046060.553000.	12,774.24
	WASHINGTON STATE DEPARTMENT OF		420.231700.	24.74
	WASHINGTON STATE DEPARTMENT OF		420.231710.	3,002.17
	WASHINGTON STATE DEPARTMENT OF		42047267.553000.	162.28
	WASHINGTON STATE DEPARTMENT OF		503.231700.	84.84
52325	AACE	MEMBERSHIP DUES-ROCHON	00102020.549000.	75.00
52326	ACCELA INC	ACCELA PARCEL CONVERSION	00102020.548000.	5,550.00
52327	ACCURINT	BACKGROUND INVEST DATABASE	00103010.541000.	30.00
	ACCURINT		00103010.541000.	59.75
52328	ACTIVE NETWORK,LTD	CLASS MAINT & SUPPORT RENEWAL	00105380.549000.0816	3,056.93
52329	ADVANTAGE COMMUNICATIONS INC	CAR CHARGER/CLIP HOLDER-NEXTEL	501.141100.	217.71
52330	ADVANTAGE BUILDING SERVICES	JANITORIAL SERVICES	00100010.541010.	935.65
	ADVANTAGE BUILDING SERVICES		00101250.541010.	1,036.46
	ADVANTAGE BUILDING SERVICES		00103530.541010.	1,114.17
	ADVANTAGE BUILDING SERVICES		00105250.541000.	115.32
	ADVANTAGE BUILDING SERVICES		00105250.541000.	556.64
	ADVANTAGE BUILDING SERVICES		00105380.541000.	246.14
	ADVANTAGE BUILDING SERVICES		00105380.541000.	327.54
	ADVANTAGE BUILDING SERVICES		00105380.541000.	327.54
	ADVANTAGE BUILDING SERVICES		40141580.541000.	72.16
	ADVANTAGE BUILDING SERVICES		40142480.541000.	78.88
	ADVANTAGE BUILDING SERVICES		40142480.541000.	260.04
	ADVANTAGE BUILDING SERVICES		40142480.541000.	260.43
	ADVANTAGE BUILDING SERVICES		40143410.541000.	498.20
	ADVANTAGE BUILDING SERVICES		40143410.541000.	978.88
	ADVANTAGE BUILDING SERVICES		40143780.541000.	209.38
	ADVANTAGE BUILDING SERVICES		40143780.541000.	258.50
52331	PAUL ALLEN	REFUND SECURITY DEPOSIT	001.239100.	200.00
52332	AM TEST INC	WATER BACTERIOLOGICAL ANALYSIS	40140780.541000.	880.00
52333	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
	ARAMARK UNIFORM SERVICES		50100065.526000.	61.38
52334	THE ARC OF SNOHOMISH COUNTY	REFUND DEPOSIT FOR RENTAL	001.239100.	58.00
52335	KENT BAKER	INSTRUCTOR SERVICES	00105120.541020.	240.00
52336	JAMES B BALLEW	EMPLOYEE APPRECIATION EXPENSE	00100310.549010.	360.00
52337	BANK OF AMERICA	FEE REIMBURSEMENT	00103010.549000.	1.21
52338	BANK OF AMERICA	PARKING REIMBURSEMENT	00105120.549000.	16.00
52339	BANK OF AMERICA	MEAL,TRAVEL REIMBURSEMENT	00100110.543000.	75.00
	BANK OF AMERICA		00100110.549000.	47.80
	BANK OF AMERICA		00102020.549000.	11.75
	BANK OF AMERICA		00105380.549000.	19.75
52340	BANK OF AMERICA	FEE REIMBURSEMENT	00103010.549000.	20.49
52341	BANK OF AMERICA	MEAL REIMBURSEMENT	00103121.549000.	72.04
52342	NORTH SEATTLE BATTERY VENTURE	D&C CELL BATTERIES	501.141100.	147.00
52343	BEN MEADOWS	METER SET/SALES TAX	401.231700.	-201.22
	BEN MEADOWS	GAUGES, GLOVES, INSOLES, ETC	40145040.553100.	631.80

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 12/18/2008 TO 12/24/2008

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
52343	BEN MEADOWS	METER SET/SALES TAX	40145040.553100.	1,936.72
52344	OWEN EQUIPMENT COMPANY	PICKUP HEAD LIFT CYLINDER	50100065.534000.	642.80
52345	BICKFORD FORD-MERCURY	BRAKE PAD SET & ROTORS	50100065.534000.	337.59
52346	BLUMENTHAL UNIFORMS & EQUIPMENT	NEGOTIATORS PANTS SHACKLETON	00103222.526000.	53.15
	BLUMENTHAL UNIFORMS & EQUIPMENT	NITE TEAM HOLSTER	00103222.526000.	177.89
	BLUMENTHAL UNIFORMS & EQUIPMENT	CUFF CASE,HOLDER,POUCH-GOLDHAC	00103960.526000.	722.96
52347	JENNIFER BRAVO	REFUND DEPOSIT FOR RENTAL	001.239100.	58.00
52348	KLAUDIA BRIET		00110347.376007.	66.00
52349	BRINKS INC	ARMORED TRUCK SERVICE	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
52350	CAMPBELL COMPANY	PEDESTRIAN PUSH BUTTON DECALS	10111864.531000.	179.83
52351	CARR'S ACE HARDWARE	ELECTRICAL TAPE, BITS, SWITCH	10110463.548000.	53.14
	CARR'S ACE HARDWARE	SEALANT, SCREWS, PAINT	10110463.548000.	68.84
	CARR'S ACE HARDWARE	BATTERIES, PINS, MARKER	10111864.531000.	59.03
	CARR'S ACE HARDWARE	SCREWDRIVERS, FILE SET	10111864.535000.	74.04
	CARR'S ACE HARDWARE	CIRCUIT BREAKERS	40140580.531000.	26.02
	CARR'S ACE HARDWARE	HEDGE TRIMMERS	41046060.531000.	33.52
52352	CASCADE NATURAL GAS	NAT GAS SVC STILLY FILTER PLAN	40141580.547000.	2,888.79
52353	CDW GOVERNMENT INC	LAPTOP CHARGER-CHENNAULT	40145040.531000.	140.50
52354	CEDAR GROVE ORGANICS RECYCLING, LLC	3 CU YD BOX-ACES CASINO/SP BAR	41046290.541000.	42.00
	CEDAR GROVE ORGANICS RECYCLING, LLC	1 CU YD BOX - GRANDVIEW VILLAG	41046290.541000.	57.45
	CEDAR GROVE ORGANICS RECYCLING, LLC	4 CU YD BOX-MSVL MIDDLE SCHOOL	41046290.541000.	69.30
52355	CEMEX	CLASS B TICKET #1900088022	40142080.531000.	153.13
52356	CENTRAL WELDING SUPPLIES	LINCOLN - WELDING RODS	10111230.549000.	34.05
52357	CHAMPION BOLT & SUPPLY	BOLTS & ALLEN WRENCHES	40142480.548000.	58.02
52358	CITY BANK	UB 766210800000 6210 80TH AVE	401.122110.	22.03
52359	CLYDE WEST	SWEEPER HEAD SWITCHES	50100065.534000.	95.81
	CLYDE WEST	SWEEPER HEAD ACTUATOR	50100065.534000.	657.96
52360	COLUMBIA BASIN WATER WORKS INC	GEAR CHANGE OUT	40141280.541000.	1,299.96
52361	COMCAST	PRO SHOP TV CABLE	42047267.549000.	89.53
52362	COMMERCIAL FIRE PROTECTION	RETAG,RECHARGE FIRE EXTINGUISH	501.141100.	73.55
52363	CO-OP SUPPLY	PITCH FORK	10110770.531000.	68.33
	CO-OP SUPPLY	COMBO WRENCHES	40140980.535000.	32.53
	CO-OP SUPPLY	RAT POISON	40142280.531000.	37.92
	CO-OP SUPPLY	ICE MELT	42047165.531900.	39.02
	CO-OP SUPPLY	SNOW SHOVELS	50200050.535000.	81.34
52364	WA DEPT OF CORRECTIONS	INMATE FOOD 12/08/08	00103960.531250.	2,319.57
52365	WA DEPT OF CORRECTIONS	DOC WORK CREW 10/08 CONTRACT	00105380.549000.	684.20
52366	VONNIE CRAWFORD	INSTRUCTOR SERVICES	00105250.541020.	195.00
52367	DAY WIRELESS SYSTEMS	REPAIR OF RADAR	00103222.548000.	369.20
52368	DELL MARKETING LP	MISC PERIPHERALS	50300090.535000.	35.64
	DELL MARKETING LP	MISC PERIPHERAL REPLACE	50300090.535000.	68.87
	DELL MARKETING LP	MISC PERIPHERALS	50300090.535000.	213.83
52369	ARLINE DEPALMA	INSTRUCTOR SERVICES	00105250.541020.	168.00
52370	DICKS TOWING INC	MPD08-6831 F250 B63723B TOWING	00103222.541000.	314.65
	DICKS TOWING INC	TOW TO ROY ROBINSON CHEVROLET	50100065.548000.	43.40
52371	DUTTON ELECTRIC CO., INC.	MILL MAINT BLDG LIGHT REPLACE	40143780.548000.	458.94
52372	E&E LUMBER INC	GRAFFITI SUPPLIES	00102020.531000.	8.33
	E&E LUMBER INC		00102020.531000.	15.58
	E&E LUMBER INC		00102020.531000.	17.10
	E&E LUMBER INC		00102020.531000.	19.69
	E&E LUMBER INC		00102020.531000.	20.77
	E&E LUMBER INC		00102020.531000.	22.73

V.P

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 12/18/2008 TO 12/24/2008

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
52372	E&E LUMBER INC	GRAFFITI SUPPLIES	00102020.531000.	25.71
	E&E LUMBER INC		00102020.531000.	26.73
	E&E LUMBER INC	12' BOARD FOR SHELF	00102020.531000.	28.51
	E&E LUMBER INC	STAPLES	40143410.531000.	3.57
	E&E LUMBER INC	PINE BOARD, HANDSAW, STRAPS	50100065.531000.	44.33
52373	EVERETT AREA CHAMBER OF COMMERCE	CHAMBERS ANNUAL DINNER GALA	00100110.549000.	350.00
52374	EVERETT CARBONIC	CARBON DIOXIDE	401.141400.	49.96
52375	THE DAILY HERALD COMPANY	ANNUAL SUBSCRIPTION-POLICE	00103010.541000.	144.00
52376	EVERETT TIRE & AUTOMOTIVE	(6) TIRES	501.141100.	572.96
52377	FERRELLGAS	PROPANE - SPLIT CHARGES	10110130.531000.	31.63
	FERRELLGAS		10110564.531000.	31.64
	FERRELLGAS		40140980.531000.	31.63
	FERRELLGAS		41046060.531000.	31.64
52378	FIRE PROTECTION,INC	LIBRARY CAMERA PROJECT PMT	00100072.562000.0818	2,061.50
52379	SARAH FLETCHER	REFUND DEPOSIT FOR RENTAL	001.239100.	58.00
52380	FOSSUM, RON	UB 048804780000 8804 78TH DR N	401.122110.	77.64
52381	FRED MEYER	NITE TEAM STORAGE	00103222.531000.	43.38
52382	GENERAL CHEMICAL CORP	ALUM SULFATE 11.781 DRY TON	40142480.531320.	4,119.50
	GENERAL CHEMICAL CORP	ALUM SULFATE 11.798 DRY TON	40142480.531320.	4,125.45
52383	GLATTING KACKSON KERCHER ANGLIN, INC	WALKABLE AUDIT & PRESENTATION	00102020.541000.	6,855.17
52384	GOLDEN CORAL	EMPLOYEE APPRECIATION	00100310.549010.	227.85
52385	GOLF LAND LLC	ASAP PROGRAM TO GOLF LAND	00105120.531070.	120.00
52386	GRAINGER INC	HIGH TEMP WIRE	00112572.531000.	103.46
52387	GRAYBAR ELECTRIC CO INC	LIGHT LAMPS-EBEY WATERFRONT PK	00105380.531000.	77.51
	GRAYBAR ELECTRIC CO INC	GFCI RECEPTACLES/CGB CORD	10110463.548000.	93.70
	GRAYBAR ELECTRIC CO INC	WIRE-SIGNAL DETECTION HOME RUN	10111864.531000.	760.50
52388	GREENSHIELDS INDUSTRIAL SUPPLY	D-RINGS	10111766.531000.	23.87
	GREENSHIELDS INDUSTRIAL SUPPLY	HYDRAULIC HOSE ASSEMBLY	50100065.534000.	64.61
	GREENSHIELDS INDUSTRIAL SUPPLY	HOSE WRAP & AIR BRAKE HOSE	50100065.534000.	84.30
52389	ANDREA HARTLAND KINGSFORD	CUPS,NAPKINS & ETC-PARADE	00105120.531050.	121.86
	ANDREA HARTLAND KINGSFORD	ASAP PROGRAM EXPENSE	00105120.531070.ASAP	203.39
52390	ROSE HAYES	INSTRUCTOR SERVICES	00105250.541020.	28.00
52391	HD FOWLER COMPANY	METER BOX COVER & GASKETS	401.141400.	282.90
	HD FOWLER COMPANY	METER ADAPT & 90* ELL	401.141400.	508.72
	HD FOWLER COMPANY		401.141400.	1,038.45
	HD FOWLER COMPANY	POLYMER COVER W/ WINDOWS	401.141400.	1,970.90
	HD FOWLER COMPANY	LIQUID GAUGE	40140280.531000.	26.70
	HD FOWLER COMPANY	METER BOX BASES, LIDS, VALVES	40140580.531000.	2,312.85
	HD FOWLER COMPANY	PIPE CUTTER	40140580.535000.	60.11
	HD FOWLER COMPANY	RAPIDGRIP WRENCH	40140980.535000.	35.32
	HD FOWLER COMPANY	RETURN 4X12 CO COVER & FRAME	40145040.548000.	-267.05
	HD FOWLER COMPANY	DRYWELL REPAIR 12930 STATE	40145040.548000.	201.77
	HD FOWLER COMPANY		40145040.548000.	546.80
52392	HDR ENGINEERING, INC.	PAY ESTIMATE # 19	40143410.541000.W0704	33,806.17
52393	HEALTHFORCE PARTNERS, INC	PRE EMPLOYMENT TESTING	00103010.541000.	577.00
	HEALTHFORCE PARTNERS, INC	DOT PHYSICAL EXAM	40143410.541000.	54.00
52394	GLORIA HIRASHIMA	EMPLOYEE APPRECIATION EXPENSE	00100310.549011.	500.00
52395	I2, INC.	CRIME ANALYST SOFTWARE	00103010.531000.	650.00
	I2, INC.		00103010.535000.	1,000.00
	I2, INC.		00103010.549000.	328.11
	I2, INC.		00103010.549000.0860	5,442.89
52396	IOS CAPITAL	COPIER CHARGES	00100020.545000.	83.76
	IOS CAPITAL	COPIER IMAGE CHARGES	00100020.545000.	83.76
	IOS CAPITAL	COPIER CHARGES	00100020.545000.	223.12
	IOS CAPITAL	COPIER IMAGE CHARGES	00100020.545000.	223.12
	IOS CAPITAL	COPIER CHARGES	00100050.545000.	118.27
	IOS CAPITAL	COPIER IMAGE CHARGES	00100050.545000.	118.27

**CITY OF MARYSVILLE
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
52396	IOS CAPITAL	COPIER CHARGES	00100050.545000.	220.26
	IOS CAPITAL	COPIER IMAGE CHARGES	00100050.545000.	220.26
	IOS CAPITAL	COPIER CHARGES	00100110.545000.	83.98
	IOS CAPITAL	COPIER IMAGE CHARGES	00100110.545000.	83.98
	IOS CAPITAL	COPIER CHARGES	00100110.545000.	267.34
	IOS CAPITAL	COPIER IMAGE CHARGES	00100110.545000.	267.34
	IOS CAPITAL	COPIER CHARGES	00100310.545000.	83.99
	IOS CAPITAL	COPIER IMAGE CHARGES	00100310.545000.	83.99
	IOS CAPITAL	COPIER CHARGES	00100310.545000.	137.80
	IOS CAPITAL	COPIER IMAGE CHARGES	00100310.545000.	137.80
	IOS CAPITAL	COPIER CHARGES	00100720.545000.	114.58
	IOS CAPITAL	COPIER IMAGE CHARGES	00100720.545000.	114.58
	IOS CAPITAL	COPIER CHARGES	00101023.545000.	304.42
	IOS CAPITAL	COPIER IMAGE CHARGES	00101023.545000.	304.42
	IOS CAPITAL	COPIER CHARGES	00101130.545000.	304.42
	IOS CAPITAL	COPIER IMAGE CHARGES	00101130.545000.	304.42
	IOS CAPITAL	COPIER CHARGES	00102020.545000.	13.57
	IOS CAPITAL	COPIER IMAGE CHARGES	00102020.545000.	13.57
	IOS CAPITAL	COPIER CHARGES	00102020.545000.	74.38
	IOS CAPITAL	COPIER IMAGE CHARGES	00102020.545000.	74.38
	IOS CAPITAL	COPIER CHARGES	00102020.545000.	146.59
	IOS CAPITAL	COPIER IMAGE CHARGES	00102020.545000.	146.59
	IOS CAPITAL	COPIER CHARGES	00102020.545000.	192.05
	IOS CAPITAL	COPIER IMAGE CHARGES	00102020.545000.	192.05
	IOS CAPITAL	COPIER CHARGES	00103121.545000.	321.16
	IOS CAPITAL	COPIER IMAGE CHARGES	00103121.545000.	321.16
	IOS CAPITAL	COPIER CHARGES	00103222.545000.	33.16
	IOS CAPITAL	COPIER IMAGE CHARGES	00103222.545000.	33.16
	IOS CAPITAL		00103960.545000.	163.84
	IOS CAPITAL	COPIER CHARGES	00104190.545000.	58.59
	IOS CAPITAL	COPIER IMAGE CHARGES	00104190.545000.	58.59
	IOS CAPITAL	COPIER CHARGES	00104190.545000.	379.75
	IOS CAPITAL	COPIER IMAGE CHARGES	00104190.545000.	430.66
	IOS CAPITAL		00104190.545000.	582.65
	IOS CAPITAL	COPIER CHARGES	00104190.545000.	851.00
	IOS CAPITAL		00105250.545000.	22.79
	IOS CAPITAL	COPIER IMAGE CHARGES	00105250.545000.	22.79
	IOS CAPITAL	COPIER CHARGES	00105380.545000.	321.16
	IOS CAPITAL	COPIER IMAGE CHARGES	00105380.545000.	321.16
	IOS CAPITAL	COPIER CHARGES	00143523.545000.	272.93
	IOS CAPITAL	COPIER IMAGE CHARGES	00143523.545000.	272.93
	IOS CAPITAL	COPIER CHARGES	40142480.545000.	42.87
	IOS CAPITAL	COPIER IMAGE CHARGES	40142480.545000.	42.87
	IOS CAPITAL	COPIER CHARGES	40143410.545000.	13.57
	IOS CAPITAL	COPIER IMAGE CHARGES	40143410.545000.	13.57
	IOS CAPITAL	COPIER CHARGES	40143410.545000.	74.38
	IOS CAPITAL	COPIER IMAGE CHARGES	40143410.545000.	74.38
	IOS CAPITAL	COPIER CHARGES	40143410.545000.	105.79
	IOS CAPITAL	COPIER IMAGE CHARGES	40143410.545000.	105.79
	IOS CAPITAL	COPIER CHARGES	40143410.545000.	105.80
	IOS CAPITAL	COPIER IMAGE CHARGES	40143410.545000.	105.80
	IOS CAPITAL	COPIER CHARGES	40143410.545000.	146.58
	IOS CAPITAL	COPIER IMAGE CHARGES	40143410.545000.	146.58
	IOS CAPITAL	COPIER CHARGES	40143410.545000.	192.04
	IOS CAPITAL	COPIER IMAGE CHARGES	40143410.545000.	192.04
	IOS CAPITAL	COPIER CHARGES	40143410.545000.	238.27
	IOS CAPITAL	COPIER IMAGE CHARGES	40143410.545000.	238.27

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52396	IOS CAPITAL	COPIER CHARGES	42047165.545000.	21.70
	IOS CAPITAL	COPIER IMAGE CHARGES	42047165.545000.	21.70
	IOS CAPITAL	COPIER CHARGES	50100065.545000.	20.94
	IOS CAPITAL	COPIER IMAGE CHARGES	50100065.545000.	20.94
	IOS CAPITAL	COPIER CHARGES	50100065.545000.	86.43
	IOS CAPITAL	COPIER IMAGE CHARGES	50100065.545000.	86.43
	IOS CAPITAL	COPIER CHARGES	50200050.545000.	20.94
	IOS CAPITAL	COPIER IMAGE CHARGES	50200050.545000.	20.94
52397	IOS CAPITAL	CANON TONER BLACK	00103960.545000.	48.83
52398	ISS-WONDERWARE	INSTALLATION/JUMPSTART-SERVER	40141580.541000.	854.28
	ISS-WONDERWARE		40142480.541000.	854.29
52399	HOLLY KOHL	REIMBURSE MEAL,MILEAGE-MTG	00100020.549000.	87.38
52400	CARLTON DOUP	INSTRUCTOR SERVICES	00105120.541020.	134.30
	CARLTON DOUP		00105120.541020.	201.45
52401	LAKESIDE EQUIPMENT CORPORATION	WEAR SLEEVE-LOWER BEARING	401.231700.	-14.79
	LAKESIDE EQUIPMENT CORPORATION		40142480.548000.	188.79
52402	LALONDE, DAVID	UB 041010400000 10104 65TH DR	401.122110.	500.00
52403	SANDY LANGDON	REIMBURSE PER DIEM-MTG SPOKANE	00101023.543000.	107.80
52404	LASTING IMPRESSIONS INC	(75) B-BALL COACHES SHIRTS	00105120.531040.	850.78
52405	JEFF LAYCOCK	REIMBURSE LUNCH COST/CONF	00100020.549000.	6.43
52406	LES SCHWAB TIRE CENTER	(2) TIRES	501.141100.	369.51
	LES SCHWAB TIRE CENTER	REPAIR FLAT TIRE	50100065.548000.	41.77
52407	DEPT OF LICENSING	BOWMAN, DONALD (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	EVANS, JUSTIN (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	LEY, LINDA (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	MACCAULEY, DEBORAH (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	PETERSON, TERRY (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	WHITLOW, KRISTI (ORIGINAL)	001.237020.	18.00
52408	DEPT OF LICENSING	CREDIT CARD FEES 7/08-9/08	00102020.549000.	470.10
52409	LILY TREE LANE LLC	UB 651442000000 6305 100TH ST	401.122110.	34.93
52410	ERIN LOVELL	REFUND DEPOSIT FOR RENTAL	001.239100.	58.00
52411	LOWES HIW INC	INSULATION	40140780.535000.	14.52
52412	MAKERS	DOWNTOWN MASTER PLAN	00102020.541000.0804	5,157.75
52413	MARYSVILLE AWARDS	NAMEPLATE FOR COWLING	00100020.531000.	21.05
	MARYSVILLE AWARDS	NAMEPLATE FOR EMERY	00102020.531000.	18.99
	MARYSVILLE AWARDS	AWARDS/MERRYSVILLE PARADE	00105120.531050.	131.80
52414	MARYSVILLE PAINT & DECORATING	PAINT-JUDGES OFFICE	00101250.531000.	139.71
52415	MARYSVILLE PRINTING	(5000) WINDOW ENVELOPES	00101023.531000.	234.36
	MARYSVILLE PRINTING	BUSINESS CARDS	00102020.531000.	113.82
	MARYSVILLE PRINTING	ENVELOPES	00103960.531000.	675.30
	MARYSVILLE PRINTING	OFFER 3 PART FORMS-LEGAL DEPT	00105515.531000.	249.08
52416	MARYSVILLE SCHOOL DISTRICT #25	MMS FACILITY USE	00105120.531091.	136.06
52417	MARYSVILLE YOUTH SOCCER ASSOC.	REFUND SECURITY DEPOSIT	001.239100.	200.00
52418	CITY OF MARYSVILLE	2008 HOTEL/MOTEL GRANT APP	10500030.549000.	1,075.00
	CITY OF MARYSVILLE		10500030.549000.	2,195.00
52419	MASTER CONSTRUCTION	WATCHDOG REFUND LESS DEPOSIT	401.245200.	186.00
52420	BARABARA MC CLINTOCK	PUBLIC DEFENSE FEES	00102515.541000.	146.25
52421	MCI	LONG DISTANCE CHARGES	00103530.542000.	15.88
	MCI		00103530.542000.	15.88
52422	MICROFLEX INC	TAX AUDIT PROGRAM 11/08	00101023.541000.	124.00
52423	MONROE JR, JOHN W	UB 270760000003 5205 121ST ST	401.122110.	203.87
52424	MORGAN SOUND INC	NEW MICROPHONE-COUNCIL CHAMBI	00103530.531000.	380.06
52425	MOTOR TRUCKS INC	(6) TRIANGLE FLARES	501.141100.	105.83
	MOTOR TRUCKS INC	CLEAN,DISINFECT HEATER SYSTEM	50100065.548000.	3,181.10
52426	MOTOROLA	RADIO,MICROPHONE,SPEAKER	50100048.564000.	573.01
52427	JANET MYER	INSTRUCTOR SERVICES	00105250.541020.	96.00
52428	N C POWER SYSTEMS CO	FUEL FILTER	501.141100.	53.92

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52429	NATIONAL SAFETY INC	AIR MONITOR REPAIR	40140480.541000.	515.86
52430	NEPTUNE TECHNOLOGY GROUP, INC. NEPTUNE TECHNOLOGY GROUP, INC.	DELIVERY 3, LESS RETAINAGE	402.223400. 40220594.563000.W0607	-19,862.01 397,240.20
52431	NEXTEL COMMUNICATIONS	NEXTEL EQUIP REPLACEMENTS	50300090.542000.	65.08
52432	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
52433	NORTH COAST ELECTRIC COMPANY	LAMP BALLAST	10110463.548000.	294.15
	NORTH COAST ELECTRIC COMPANY	GAS LAMP TESTER	10110463.548000.	344.39
52434	NORTH COAST ELECTRIC COMPANY	FUSES	40140180.548000.	141.40
52435	NORTHSTAR CHEMICAL INC.	SODIUM HYPOCHLORITE	40140780.531001.	1,160.19
52436	NORTHWEST CASCADE INC	HONEY BUCKET	00105380.545000.	102.18
52437	NORTHWESTERN AUTO REBUILD INC	REPAIR ACCIDENT DAMAGE 07 FORD	50100065.548000.	1,684.12
52438	NW WASHINGTON CHAPTER OF ICC	MEMBERSHIP DUES-DORCAS	00102020.549000.	25.00
52439	OFFICE DEPOT	OFFICE SUPPLIES	00100020.531000.	66.71
	OFFICE DEPOT		00100060.531000.	70.31
	OFFICE DEPOT		00100110.531000.	229.47
	OFFICE DEPOT		00101130.531000.	9.23
	OFFICE DEPOT		00102020.531000.	14.95
	OFFICE DEPOT		00102020.531000.	21.59
	OFFICE DEPOT		00102020.531000.	25.43
	OFFICE DEPOT		00102020.531000.	27.79
	OFFICE DEPOT		00102020.531000.	33.55
	OFFICE DEPOT		00102020.531000.	49.71
	OFFICE DEPOT		00102020.531000.	57.24
	OFFICE DEPOT		00102020.531000.	66.71
	OFFICE DEPOT	SORTER	00103121.531000.	13.65
	OFFICE DEPOT	COPY PAPER	00103121.531000.	38.65
	OFFICE DEPOT	OFFICE SUPPLIES	00103121.531000.	97.62
	OFFICE DEPOT		00103222.531000.	12.06
	OFFICE DEPOT		00103222.531000.	24.86
	OFFICE DEPOT		00103222.531000.	348.32
	OFFICE DEPOT		00103630.531000.	3.35
	OFFICE DEPOT		00104190.531000.	15.00
	OFFICE DEPOT	DESK CALENDAR	00105380.531000.	13.60
	OFFICE DEPOT	SPEAKERS	40142380.531000.	32.43
	OFFICE DEPOT	OFFICE SUPPLIES	40143410.531000.	66.71
	OFFICE DEPOT		50100065.531000.	11.11
	OFFICE DEPOT		50200050.531000.	11.11
	OFFICE DEPOT		50300090.531000.	9.77
52440	PARAMETRIX	BROWNFIELD GRANT APPLICATION	00102020.541000.	2,537.23
52441	RUSS PARKER	CRIMP PLIERS	50100065.535000.	38.00
	RUSS PARKER	WIRE RACKS	50100065.535000.	52.54
	RUSS PARKER	PLIERS,QUICK PROBE,BIT SET	50100065.535000.	293.21
	RUSS PARKER	METRIC SPLINE WRENCH SET	50100065.535000.	814.50
52442	THE PARTS STORE	FITTINGS	10110564.531000.	42.47
	THE PARTS STORE	AIR FILTER/BLOWER UV SYSTEM	40142480.548000.	14.73
	THE PARTS STORE	OIL FILTERS,TIES,FUEL CAP,FUEL	501.141100.	109.61
	THE PARTS STORE	RECHARGEABLE LIGHT, TIES	501.141100.	119.35
	THE PARTS STORE	OIL,AIR FILTERS,RUST PROHIBIT	501.141100.	222.07
	THE PARTS STORE	FUEL,AIR FILTERS,BULBS,LAMPS	501.141100.	505.17

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52442	THE PARTS STORE	PARTS WASHER SOLVENT	50100065.531000.	92.32
	THE PARTS STORE		50100065.531000.	184.65
	THE PARTS STORE	OIL CAP	50100065.534000.	4.32
	THE PARTS STORE	FUEL FILTER	50100065.534000.	9.52
	THE PARTS STORE	400 WATT POWER INVERTER	50100065.534000.	37.96
	THE PARTS STORE	FRONT BRAKE PAD SET	50100065.534000.	48.91
52443	PATRICKS PRINTING INC	ENVELOPES	00100030.549000.	122.17
	PATRICKS PRINTING INC	COMMITMENT FORMS	00100030.549000.	206.66
	PATRICKS PRINTING INC	ENVELOPES	00100050.549000.	366.53
	PATRICKS PRINTING INC	COMMITMENT FORMS	00100050.549000.	619.96
52444	CONNIE PAUL	REFUND DEPOSIT FOR RENTAL	001.239100.	58.00
52445	LAURIE HUGDAHL	MINUTE TAKING SERVICE	00102020.531000.	108.50
52446	PERTEET ENGINEERING INC	PROFESSIONAL SERVICES	00100020.541000.	577.50
52447	PETELCO	WATCHDOG REFUND LESS DEPOSIT	401.245200.	121.25
52448	PETROCARD SYSTEMS INC	FUEL CONSUMED-CD	00102020.532000.	199.80
	PETROCARD SYSTEMS INC		00102020.532000.	304.25
52449	PETTY CASH- PW	PRK FEES,VEHICLE REGISTRATION	00100310.549010.	53.73
	PETTY CASH- PW		40145040.548000.	4.33
	PETTY CASH- PW		40145040.549000.	5.00
	PETTY CASH- PW		50100048.564000.	2.00
	PETTY CASH- PW		50100048.564000.	54.25
	PETTY CASH- PW		50100065.531000.	6.75
52450	PRODUCTION SPORTS	2008 HOTEL/MOTEL GRANT APP	10500030.549000.	5,000.00
52451	PROVIDENCE EVERETT MEDICAL CENTER	INMATE MEDICAL CARE	00103960.541000.	1,993.43
52452	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #565-001-518-2	00100010.547000.	174.21
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #418-001-612-5	00100010.547000.	3,430.82
	PUD NO 1 OF SNOHOMISH COUNTY	AREA LIGHT @ EBAY	00105380.547000.	16.54
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #490-001-155-4	00112572.547000.	4,112.92
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #343-042-303-2	10110463.547000.	809.00
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #841-000-252-4	10111864.547000.	681.26
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #493-001-880-1	40140180.547000.	30.43
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #335-001-900-0	40140180.547000.	772.29
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #401-001-485-2	40140180.547000.	2,489.83
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #224-078-532-5	40141580.547000.	2,158.34
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #243-001-286-0	40142280.547000.	120.83
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #461-029-794-9	40142480.547000.	6,953.48
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #370-002-191-2	40142480.547000.	9,604.96
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #447-001-040-8	40142480.547000.	23,612.83
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #543-001-067-7	40143410.547000.	29.44
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #289-075-529-7	40143780.547000.	1,307.71
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #683-000-525-9	42047165.547000.	30.44
52453	PUD NO 1 OF SNOHOMISH COUNTY	PUD POLE REPLACEMENT	10110463.548000.	1,934.55
52454	PUGET SOUND ENERGY	ACCT #753-901-800-7	00100010.547000.	1,323.50
	PUGET SOUND ENERGY	ACCT #835-819-211-3	00101250.547000.	431.47
	PUGET SOUND ENERGY	ACCT #549-775-008-2 CITY HALL	00103530.547000.	411.73
	PUGET SOUND ENERGY	ACCT #616-190-400-5	00105250.547000.	101.19
	PUGET SOUND ENERGY	ACCT #922-456-500-3	40143780.547000.	132.02
	PUGET SOUND ENERGY	ACCT #435-851-700-3	40143780.547000.	703.81
	PUGET SOUND ENERGY	ACCT #433-744-264-6	42047267.547000.	89.12
52455	PUGET SOUND SECURITY	(4) DUPLICATE KEYS	50100065.531000.	12.80
52456	RADIA MEDICAL IMAGING	INMATE MEDICAL CARE	00103960.541000.	130.90
52457	RADIOSHACK	ADAPT,CONNECTOR,COUPLERS	50100048.564000.	23.80
52458	LAURA REYNOLDS	REFUND DEPOSIT FOR RENTAL	00110347.376007.	61.00
52459	TAMARA ROBBINS	INSTRUCTOR SERVICES	00105120.541020.	42.00
52460	ROY ROBINSON CHEVROLET	OXYGEN SENSOR	50100065.534000.	154.29
	ROY ROBINSON CHEVROLET	BODY CONTROL MODULE W/CORE	50100065.534000.	418.38
	ROY ROBINSON CHEVROLET	FLASH PROGRAMMING INTO BODY	50100065.548000.	299.46

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52461	SCIENTIFIC SUPPLY & EQUIPMENT INC	PLASTIC SAMPLE BOTTLES	40142380.531000.	144.36
	SCIENTIFIC SUPPLY & EQUIPMENT INC	OXYGEN MEMBRANE KIT	40142480.548000.	47.16
52462	EVIE SCRIBNER	INSTRUCTOR SERVICES	00105250.541020.	128.00
52463	SERVICE ELECTRIC COMPANY INC	NEW SIGNAL LOOP INSTALL @ 88TH	10111864.541000.	3,640.17
	SERVICE ELECTRIC COMPANY INC		10111864.548000.	3,640.18
52464	SIEMENS ENERGY AND AUTOMATION	HYDRO RANGER,PROGRAMMER	40142280.548000.	12,101.38
52465	SISKUN POWER EQUIPMENT	BAR OIL,CHAIN SAW,ENGINE OIL	10110770.548000.	144.52
52466	SIX ROBBLEES INC	LOCK PIN	501.141100.	19.96
52467	SMOKEY POINT CONCRETE	MATERIALS TO FIX SIDEWALK HAZ	10110361.531000.	474.42
52468	EVE SNIDER	INSTRUCTOR SERVICES	00105120.541020.	720.00
52469	SNOHOMISH COUNTY CORRECTIONS	INMATE HOUSING 11/08	00103960.551000.	81,044.52
52470	SNOHOMISH COUNTY FINANCE DEPARTME	DUMP FEES FOR PARKS DEBRIS	00105380.547000.	241.00
52471	SNO CO PUBLIC WORKS	LABOR FOR OCT 2008	40220594.563000.W0803	207,083.54
52472	SNO CO PUBLIC WORKS	RR7897-SIGNAL OPTIMIZE	10111864.541000.	103.63
	SNO CO PUBLIC WORKS	LABOR FOR OCT 2008	10200030.541000.	16,400.73
52473	SOUND PUBLISHING INC	LEGAL NOTICES-CD	00102020.544000.	577.06
52474	SOUND SAFETY PRODUCTS CO INC	GLOVES	501.141100.	352.52
52475	SPRINGBROOK NURSERY	2 X 4 ROCK FOR JONES CREEK	40145040.548000.	94.15
52476	WASHINGTON STATE PATROL	CPL FINGERPRINT REVENUE	001.237100.	211.75
	WASHINGTON STATE PATROL	FINGERPRINT REVENUE-TAXI	00102020.541000.	60.00
52477	SUBURBAN PROPANE	PROPANE	42047165.532000.	590.24
52478	SUN BADGE CO	CHAPLAINS BADGE HOLDERS	001.231700.	-9.58
	SUN BADGE CO		00103010.526000.	122.33
52479	ANGELA TAIT	REFUND SECURITY DEPOSIT	001.239100.	200.00
52480	JOHN TATUM	REIMBURSE ITE MEETING	00100020.549000.	35.00
52481	TESSCO TECHNOLOGIES	ANTENNA AND CABLE	501.231700.	-3.47
	TESSCO TECHNOLOGIES		50100048.564000.	44.24
52482	TOTAL RENTAL CENTER, INC.	20 X 20 WHITE CANOPY AND WALLS	00105250.549000.	445.39
52483	UNITED PARCEL SERVICE	SHIPPING EXPENSE	00100020.531000.	16.38
	UNITED PARCEL SERVICE		00103222.541000.	54.86
	UNITED PARCEL SERVICE		40140480.541000.	8.95
52484	USA BLUEBOOK	FISHER M-66 METAL DETECTOR	401.231700.	-43.75
	USA BLUEBOOK		40141180.549000.	558.45
52485	VERIZON NORTHWEST	ACCT #109471572710	00103121.542000.	64.37
	VERIZON NORTHWEST	ACCT #108778831503	00104000.542000.	75.45
	VERIZON NORTHWEST	ACCT #1109268635501	00104000.542000.	93.05
	VERIZON NORTHWEST	ACCT #102857559902	00112572.542000.	103.26
52486	THE WABO BOOKSTORE	2009 MEMBERSHIP DUES-DORCAS	00102020.549000.	75.00
52487	WAYNE F RICKARD	COMPLETE DETAIL FOR CROWN VIC	50100065.548000.	244.13
52488	HD SUPPLY CONSTRUCTION SUPPLY, LTD.	DOBIES	401.231700.	-3.03
	HD SUPPLY CONSTRUCTION SUPPLY, LTD.		40142080.531000.	39.03
52489	WICKLOW CONDO ASSOCIATION	REFUND OF ANNEXATION FEE	00107345.358100.	500.00
52490	LISA WOOD	INSTRUCTOR SERVICES	00105120.541020.	415.80
52491	WSAPT TREASURER	MEMBERSHIP DUES (6)	00102020.549000.	210.00
52492	WWCPA	ANNUAL RENEWAL DUES	40143410.549000.	15.00
	WWCPA		40143410.549000.	15.00
	WWCPA		40143410.549000.	15.00
	WWCPA		40143410.549000.	15.00
52493	ZEE MEDICAL SERVICE	FIRST AID RE STOCK	40142480.531000.	108.75

WARRANT TOTAL:

989,957.83

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: January 12, 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 31, 2008 claims in the amount of \$1,423,270.86 paid by Check No.'s 52494 through 52580 with Check No.'s 52343, 52354 & 52483 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 **\$1,423,270.86 PAID BY CHECK NO.'S 52494 THROUGH 52580 WITH CHECK NUMBER'S 52343, 52354 & 52483 VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

Kandy Longmire

AUDITING OFFICER

12/31/08

DATE

MAYOR

DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **31st DAY OF DECEMBER 2008.**

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 12/25/2008 TO 12/31/2008

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
52494	ADVANTAGE BUILDING SERVICES	JANITORIAL SERVICES	00100010.541010.	935.65
	ADVANTAGE BUILDING SERVICES		00101250.541010.	1,036.46
	ADVANTAGE BUILDING SERVICES		00103530.541010.	1,114.17
	ADVANTAGE BUILDING SERVICES		00105250.541000.	115.32
	ADVANTAGE BUILDING SERVICES		00105250.541000.	556.64
	ADVANTAGE BUILDING SERVICES		00105380.541000.	246.14
	ADVANTAGE BUILDING SERVICES		00105380.541000.	327.54
	ADVANTAGE BUILDING SERVICES		00105380.541000.	327.54
	ADVANTAGE BUILDING SERVICES		40141580.541000.	72.16
	ADVANTAGE BUILDING SERVICES		40142480.541000.	78.88
	ADVANTAGE BUILDING SERVICES		40142480.541000.	260.04
	ADVANTAGE BUILDING SERVICES		40142480.541000.	260.43
	ADVANTAGE BUILDING SERVICES		40143410.541000.	498.20
	ADVANTAGE BUILDING SERVICES		40143410.541000.	978.88
	ADVANTAGE BUILDING SERVICES		40143780.541000.	209.38
	ADVANTAGE BUILDING SERVICES		40143780.541000.	258.50
52495	WA STATE DEPT OF AGRICULTURE	09 PESTICIDE LIC RENEWAL	10111230.549000.	33.00
	WA STATE DEPT OF AGRICULTURE		10111230.549000.	33.00
	WA STATE DEPT OF AGRICULTURE		10111230.549000.	33.00
	WA STATE DEPT OF AGRICULTURE		10111864.549000.	33.00
52496	ALBERTSONS FOOD CENTER #471	INMATE SUPPLIES	00103960.531250.	941.92
52497	ROY A ALDERMAN	REIMBURSE MILEAGE	40143410.543010.	212.06
52498	AWWA NW SUBSECTION	EXCVTNG COMPETENT PERSON CLAS	10111160.549000.	60.00
	AWWA NW SUBSECTION		10111160.549000.	60.00
	AWWA NW SUBSECTION		10111160.549000.	60.00
	AWWA NW SUBSECTION		10111160.549000.	60.00
	AWWA NW SUBSECTION		10111160.549000.	60.00
	AWWA NW SUBSECTION		10111160.549000.	60.00
	AWWA NW SUBSECTION		10111160.549000.	60.00
	AWWA NW SUBSECTION		10111160.549000.	60.00
	AWWA NW SUBSECTION		10111160.549000.	60.00
	AWWA NW SUBSECTION		40143410.549030.	60.00
	AWWA NW SUBSECTION		40143410.549030.	60.00
	AWWA NW SUBSECTION		40143410.549030.	60.00
52499	ASCOM HASLER/GE CAP PROG	POSTAGE METER	00100110.531000.	44.27
	ASCOM HASLER/GE CAP PROG		00100310.531000.	44.27
	ASCOM HASLER/GE CAP PROG		00101023.531000.	44.27
	ASCOM HASLER/GE CAP PROG		00101130.531000.	44.27
	ASCOM HASLER/GE CAP PROG		00143523.531000.	44.27
52500	WASPC	ELEC HOME MONITORING 11/08	00103960.551000.	3,501.75
52501	BANK OF AMERICA	CONFERENCE REIMBURSEMENT	00103010.543000.	1,456.90
52502	BANK OF AMERICA		00103010.543000.	2,273.05
52503	BEN MEADOWS	METER SET	401.231700.	-151.73
	BEN MEADOWS	GAUGES,COMPASS,MACHETE,SHEATH	401.231700.	-49.50
	BEN MEADOWS		40145040.553100.	631.80
	BEN MEADOWS	METER SET	40145040.553100.	1,936.73
52504	BERGER/ABAM ENGINEERS INC	PAY ESTIMATE # 7	30500030.563000.R0604	87,468.57
52505	BLUMENTHAL UNIFORMS & EQUIPMENT	FLASHLIGHT-INGRAM, M	00103222.526000.	137.78
52506	BOB BARKER COMPANY INC	FLEX PENCILS	00103960.531000.	119.77
	BOB BARKER COMPANY INC	INMATE SUPPLIES	00103960.531000.	482.30
52507	CARR'S ACE HARDWARE	HOSE,BRASS FITTINGS	40140580.548000.	21.44
52508	CEDAR GROVE ORGANICS RECYCLING, LLC	1 CU YD BOX - GRANDVIEW VILLAG	41046290.541000.	57.45
	CEDAR GROVE ORGANICS RECYCLING, LLC	4 CU YD BOX-MSVL MIDDLE SCHOOL	41046290.541000.	69.30
52509	COMCAST	MONTHLY BROADBAND CHARGE	50300090.531000.	169.95
52510	CO-OP SUPPLY	SALT	10111766.531000.	264.31
	CO-OP SUPPLY		10111766.531000.	647.55
52511	COPS PLUS INCORPORATED	PRO ACT TEAM GUN MOUNTS	001.231700.	-21.61

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 12/25/2008 TO 12/31/2008

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
52511	COPS PLUS INCORPORATED	PRO ACT TEAM GUN MOUNTS	00103222.526000.	275.81
52512	WA DEPT OF CORRECTIONS WA DEPT OF CORRECTIONS	INMATE MEALS	00103960.531250. 00103960.531250.	2,239.52 2,239.97
52513	DAHL ELECTRIC INC DAHL ELECTRIC INC DAHL ELECTRIC INC DAHL ELECTRIC INC DAHL ELECTRIC INC	RETAINAGE ON PAY EST # 1 PAY ESTIMATE #3 LESS RETAINAGE PAY ESTIMATE #2 LESS RETAINAGE PAY ESTIMATE #3 LESS RETAINAGE	401.223400. 401.223400. 401.223400. 40142280.548000.M0840 40142280.548000.M0840	-936.41 -685.18 -433.95 8,678.91 13,703.55
52514	DAWSON LANE HOMES	REFUND SCHOOL MITIGATION FEES	642.237000.	22,487.00
52515	DIAMOND B CONTRACTORS INC DIAMOND B CONTRACTORS INC	HVAC SERVICE/REPAIR SERVICE INSPECTION,HEAT PUMPS SERVICE HVAC UNIT HVAC SERVICE REPLACE HEAT PUMP HVAC SERVICE SERVICE HVAC EQUIP, CLEAN COIL	00101250.548000. 00103530.548000. 00105250.548000. 00105380.548000. 00112572.548000. 40143410.548000. 40143410.548000. 40143780.548000. 42047165.548000.	2,271.01 1,083.77 320.98 164.38 305.97 1,290.87 1,864.39 152.99 733.36
52516	WILLIAM K DOTSON	SETTLEMENT TO CONVEY ROW	30500030.563000.R0701	8,030.00
52517	DUTTON ELECTRIC CO., INC.	REPAIR CONDUIT/WIRING@LIGHT	10110463.548000.	2,311.83
52518	E&E LUMBER INC E&E LUMBER INC E&E LUMBER INC E&E LUMBER INC E&E LUMBER INC E&E LUMBER INC	SHELF BRACKETS BRACKETS,NAIL STOPPER CONCRETE,LUMBER CEDAR FENCING SHOVEL TORCH, PROPANE	00102020.531000. 40143410.531000. 40143410.531000. 40143410.549000. 501.141100. 501.141100.	11.48 15.71 51.81 37.26 86.22 126.64
52519	WA DEPARTMENT OF ECOLOGY	PERMITS CLASS - GRAGE	00102020.549000.	60.00
52520	CITY OF EVERETT	ANIMAL SHELTER FEES 11/08	00104230.551000.	4,074.00
52521	EVERGREEN SECURITY SYSTEMS	MOUNTED PANIC BUTTON-COURTS	00101250.548000.	81.38
52522	EXIDE EXIDE EXIDE	CORE REFUND BATTERIES W/CORE CHARGES	501.141100. 501.141100. 501.141100.	-43.43 134.85 359.62
52523	JOHN FAULKNER	LEOFF 1 REIMBURSEMENT	00103010.541100.	216.80
52524	FEDEX	SHIPPING EXPENSE	10111864.531000.	43.19
52525	FERRELLGAS FERRELLGAS FERRELLGAS FERRELLGAS FERRELLGAS FERRELLGAS FERRELLGAS FERRELLGAS FERRELLGAS	PROPANE 51.7 GALLONS PROPANE 69.9 GALLONS PROPANE 51.7 GALLONS PROPANE 69.9 GALLONS PROPANE 51.7 GALLONS PROPANE 69.9 GALLONS PROPANE 51.7 GALLONS PROPANE 69.9 GALLONS PROPANE 51.7 GALLONS	10110130.531000. 10110130.531000. 10110564.531000. 10110564.531000. 40140980.531000. 40140980.531000. 41046060.531000. 41046060.531000. 41046060.531000.	35.37 47.29 35.37 47.30 35.37 47.29 35.37 47.30 47.30
52526	GC SYSTEMS INC	STAND PIPE	40220594.563000.W0808	2,791.90
52527	JEFF GOLDMAN	TUITION REIMBURSEMENT	00103010.549100.	422.75
52528	GRANDVIEW INC	UB 058706000000 8706 58TH DR N	401.122110.	74.82
52529	GRANDVIEW INC GRANDVIEW INC GRANDVIEW INC	UB 848414420000 4114 84TH PL N	401.122110. 401.122120. 401.122130.	111.00 65.10 5.25
52530	GRANITE NW INC GRANITE NW INC GRANITE NW INC GRANITE NW INC	PAY ESTIMATE # 5	30500030.563000.R0301 40220594.563000.W0007 40230594.563000.S0701 40250594.563000.D0501	207,060.28 554,961.05 187,352.77 41,039.47
52531	CHRISTOPHER M. GRANT	GANG AWARENESS TRAINING	00103630.541000.	2,600.00
52532	SANDRA GYURKOVICS SANDRA GYURKOVICS	REIMBURSE MILEAGE,PARKING	50300090.531000. 50300090.543000.	46.63 164.01
52533	HARRIS & ASSOCIATES	PAY ESTIMATE # 7	30500030.563000.R0301	91,331.23
52534	HASLER, INC	LEASE PAYMENT/POSTAGE MACHINE	00103010.545000.	219.60

**CITY OF MARYSVILLE
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
52535	HD FOWLER COMPANY	90* ELL	401.141400.	180.78
	HD FOWLER COMPANY	METER BOX COVER,GASKET	401.141400.	454.68
	HD FOWLER COMPANY	METER SETTER	401.141400.	871.07
	HD FOWLER COMPANY	90* ELL, RESETTERS	401.141400.	1,144.28
	HD FOWLER COMPANY	POLYMER CONCRETE LID	401.141400.	1,480.76
	HD FOWLER COMPANY	IRRIGATION PIPE REDUCERS	42047165.531920.	43.23
	HD FOWLER COMPANY	RETURN MANHOLE COVER	501.141100.	-98.74
	HD FOWLER COMPANY	RED DUCT TAPE	501.141100.	65.81
	HD FOWLER COMPANY	MANHOLE COVER	501.141100.	98.74
	HD FOWLER COMPANY	CAUTION TAPE,PAINT,FLAG,KEY	501.141100.	545.04
52536	HEALTHFORCE PARTNERS, INC	PREPLACEMENT EXAM-GOLDHAGEN	00103010.541000.	34.00
52537	ERIN HEIRMAN-WELSH	SHOE ALLOWANCE	00104190.526000.	43.39
52538	HUD #561-818659	UB 290610000001 13307 60TH DR	401.122110.	10.00
52539	K-MART	(2) WII REMOTES, WII WHEEL	00105250.531050.	97.62
52540	KING COUNTY FIRE PREVENTION ASSOC.	IRAC SEE IT TRAINING	40145040.553100.	25.00
	KING COUNTY FIRE PREVENTION ASSOC.		40145040.553100.	25.00
52541	LASTING IMPRESSIONS INC	EMBROIDERY-RICHES	00103222.526000.	16.28
52542	LES SCHWAB TIRE CENTER	CHAIN TIGHTENERS	10111766.531000.	88.71
52543	DEPT OF LICENSING	BERGOFER, GARY (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	BURTON, WILLIAM (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	DEWITT, SONYA (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	FOX, RICHARD (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	FRYXELL, KAREN (RENEWAL)	001.237020.	18.00
	DEPT OF LICENSING	LEHNER, JESSE (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	MALDONADO, ARTURO (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	MCCAFFREY, WILLIAM (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	PARSONS, RICARD (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	SCHURMAN, WENDORD (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	STIFF, CHARLES (ORIGINAL)	001.237020.	18.00
52544	CITY OF MARYSVILLE	STORMWATER @ 1015 STATE	00101250.547000.	62.40
	CITY OF MARYSVILLE		00101250.547000.	112.00
	CITY OF MARYSVILLE		00101250.547000.	198.40
	CITY OF MARYSVILLE	WATER @ 6915 ARMAR	00105380.547000.	33.75
	CITY OF MARYSVILLE		00105380.547000.	33.90
	CITY OF MARYSVILLE	WTR/SWR @ 6915 ARMAR	00105380.547000.	121.95
	CITY OF MARYSVILLE	WTR/SWR @ 5315 64TH ST NE	00105380.547000.	194.70
	CITY OF MARYSVILLE	WTR/SWR @ 6915 ARMAR	00105380.547000.	194.70
	CITY OF MARYSVILLE	WTR/SWR @ 7115 GROVE	00105380.547000.	194.70
	CITY OF MARYSVILLE	WTR/SWR/GRB @ 6915 ARMAR	00105380.547000.	2,356.20
	CITY OF MARYSVILLE	WTR/SWR/GRB @ 6120 GROVE	00112572.547000.	475.70
	CITY OF MARYSVILLE	WTR/SWR/GRB @ 7007 GROVE	42047165.547000.	777.50
52545	WALTER MCKINNEY	LEOFF 1 REIMBURSEMENT	00103010.541100.	912.22
52546	MORGAN SOUND INC	REPAIR MICROPHONE	00103530.548000.	40.84
52547	HERMAN MOUNT	LEOFF 1 REIMBURSEMENT	00103010.541100.	98.00
52548	NATIONAL BARRICADE COMPANY	SNOW CLOSURE SIGNS	10111766.531000.	764.93
52549	NEXTEL COMMUNICATIONS	ACCT #130961290	40141580.531000.	62.99
	NEXTEL COMMUNICATIONS		40142280.531000.	62.99
52550	NORTH SOUND EMERGENCY MEDICINE	INMATE MEDICAL CARE	00103960.541000.	397.00
52551	OFFICE DEPOT	OFFICE SUPPLIES	00100020.531000.	44.77
	OFFICE DEPOT		00100110.531000.	22.17
	OFFICE DEPOT		00100110.531000.	49.40
	OFFICE DEPOT	RETURN OFFICE SUPPLIES	00100310.531000.	-32.01
	OFFICE DEPOT	OFFICE SUPPLIES	00100310.531000.	38.41
	OFFICE DEPOT		00100310.531000.	107.14
	OFFICE DEPOT		00101130.531000.	55.25
	OFFICE DEPOT		00103010.531000.	5.00
	OFFICE DEPOT		00103010.531000.	80.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 12/25/2008 TO 12/31/2008

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
52551	OFFICE DEPOT	OFFICE SUPPLIES	00103222.531000.	4.41
	OFFICE DEPOT		00103222.531000.	30.39
	OFFICE DEPOT		00103222.531000.	34.93
	OFFICE DEPOT		00103222.531000.	48.30
	OFFICE DEPOT		00103222.531000.	120.29
	OFFICE DEPOT		00103222.531000.	188.30
	OFFICE DEPOT		00103960.531000.	16.00
	OFFICE DEPOT		00104190.531000.	16.00
	OFFICE DEPOT		00105515.531000.	137.13
	OFFICE DEPOT		00105515.531000.	138.61
	OFFICE DEPOT		00105515.531000.	284.56
	OFFICE DEPOT		00143523.531000.	55.26
	OFFICE DEPOT		40143410.531000.	44.77
	OFFICE DEPOT	DETERGENT	40145040.531000.	17.77
	OFFICE DEPOT	HARD DRIVE	40145040.531000.	130.19
	OFFICE DEPOT	OFFICE SUPPLIES	42047165.531000.	17.39
	OFFICE DEPOT		50100065.531000.	4.97
	OFFICE DEPOT		50200050.531000.	4.97
52552	OTAK	PAY ESTIMATE # 28	40145040.541000.D0720	3,460.25
	OTAK	PAY ESTIMATE # 27	40145040.541000.D0720	18,535.68
	OTAK	PAY ESTIMATE # 5	40250594.563000.D0401	30,970.38
52553	PACIFIC TOPSOILS INC	ASPHALT DUMP	10111561.548000.	28.75
	PACIFIC TOPSOILS INC	CONCRETE DUMP	10111561.548000.	28.75
	PACIFIC TOPSOILS INC		10111561.548000.	28.75
	PACIFIC TOPSOILS INC		10111561.548000.	28.75
	PACIFIC TOPSOILS INC	ASPHALT DUMP	10111561.548000.	69.00
	PACIFIC TOPSOILS INC		10111561.548000.	69.00
	PACIFIC TOPSOILS INC		10111561.548000.	69.00
	PACIFIC TOPSOILS INC	CONCRETE DUMP	10111561.548000.	102.00
	PACIFIC TOPSOILS INC		10111561.548000.	102.00
	PACIFIC TOPSOILS INC	ASPHALT DUMP	40141380.548000.	28.75
	PACIFIC TOPSOILS INC	CONCRETE DUMP	40141380.548000.	28.75
	PACIFIC TOPSOILS INC		40141380.548000.	28.75
	PACIFIC TOPSOILS INC		40141380.548000.	28.75
	PACIFIC TOPSOILS INC	ASPHALT DUMP	40141380.548000.	69.00
	PACIFIC TOPSOILS INC		40141380.548000.	69.00
	PACIFIC TOPSOILS INC		40141380.548000.	69.00
	PACIFIC TOPSOILS INC	CONCRETE DUMP	40141380.548000.	102.00
	PACIFIC TOPSOILS INC		40141380.548000.	102.00
52554	PAPE MACHINERY	SNAP RINGS,WASHER,ZERK FTTGS	50100065.534000.	22.33
	PAPE MACHINERY	WASHER,PIN,BUSHINGS	50100065.534000.	248.96
52555	PETROCARD SYSTEMS INC	FUEL CONSUMED-ENG/ENG SURF WTF	00100020.532000.	52.36
	PETROCARD SYSTEMS INC	FUEL CONSUMED-STREETS	10111230.532000.	1,500.72
	PETROCARD SYSTEMS INC	FUEL CONSUMED-OPER/SANATATION	40143880.532000.	2,205.67
	PETROCARD SYSTEMS INC	FUEL CONSUMED-ENG/ENG SURF WTF	40145040.532000.	18.40
	PETROCARD SYSTEMS INC	FUEL CONSUMED-OPER/SANATATION	41046060.532000.	2,322.46
	PETROCARD SYSTEMS INC	FUEL CONSUMED-FACILITIES	50200050.532000.	57.50
	PETROCARD SYSTEMS INC	FUEL CONSUMED-IS	50300090.532000.	25.26
52556	PROTHMAN COMPANY	CAO SALARY SURVEY	00100110.541000.	500.00
52557	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #572-001-307-6	00105090.547000.	108.01
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #277-001-775-0	00105250.547000.	467.68
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #274-001-574-4	00105380.547000.	128.23
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #501-001-656-5	00105380.547000.	161.22
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #411-002-222-7	00105380.547000.	164.22
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #910-002-522-1	00105380.547000.	544.57
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #527-001-632-1	10110564.531000.	883.70
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #412-001-373-7	10111864.547000.	68.78

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 12/25/2008 TO 12/31/2008

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
52557	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #519-001-313-5	10111864.547000.	91.43
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #664-001-090-3	10111864.547000.	93.08
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #557-001-737-5	10111864.547000.	110.76
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #470-027-171-3	10111864.547000.	127.27
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #441-001-033-6	10111864.547000.	129.01
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #123-000-023-2	10111864.547000.	143.77
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #230-075-562-2	10111864.547000.	152.46
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #162-000-094-1	10111864.547000.	989.99
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #616-000-083-9	40140180.547000.	79.56
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #507-016-549-2	40142280.547000.	99.82
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #571-001-001-7	40142480.547000.	648.81
52558	REED CONSTRUCTION DATA	HVY CONST COST DATA 2009 BOOK	001.231700.	-14.36
	REED CONSTRUCTION DATA		00100020.549000.	183.26
52559	RH2 ENGINEERING INC	PAY ESTIMATE # 20	40220594.563000.W0605	4,847.84
52560	SCHWETZ CONSTRUCTION INC	RELEASE OF RETAINAGE	305.223400.	8,831.44
52561	CRAIG SHANKLE	INSTRUCTOR SERVICES	00105250.541020.	44.00
52562	RAY SIZEMORE	LEOFF 1 REIMBURSEMENT	00103010.541100.	66.52
52563	SOUND SAFETY PRODUCTS CO INC	GLOVES	501.141100.	212.86
52564	SOUTH DISTRICT COURT	BAIL POSTED # C00705988	001.229050.	1,000.00
52565	SPARLING INC	PROFESSIONAL SERVICES	40142480.541000.	77.50
52566	WASHINGTON STATE PATROL	ACCESS USER FEE	00104190.551000.	660.00
52567	STELLA-JONES CORPORATION	30' POLE	40220594.563000.W0807	305.97
52568	SYSTEMS INTERFACE INC	PAY ESTIMATE # 20	40220594.563000.W0621	16,738.23
52569	TECH DEPOT	(2) DESKTOP PRINTERS	00102020.531000.	305.95
52570	DEPT OF TRANSPORTATION NW REGION	CONST ENGINEERING 10/08	40220594.563000.W0802	38,482.90
52571	UNITED PARCEL SERVICE	SHIPPING EXPENSE	00103222.541000.	41.98
	UNITED PARCEL SERVICE		00103222.541000.	54.86
	UNITED PARCEL SERVICE		40140480.541000.	8.95
52572	UNITED RENTALS	CREDIT FOR DELIVERY CHARGE	10110770.549000.	-21.70
	UNITED RENTALS	WEEDEATER REPAIR	40140280.531000.	47.40
52573	USA MOBILITY WIRELESS, INC.	PAGER SRVCS	00103222.542000.	21.73
52574	VERIZON NORTHWEST	ACCT #107355912203	00100020.542000.	26.58
	VERIZON NORTHWEST		00100050.542000.	53.15
	VERIZON NORTHWEST		00100110.542000.	79.73
	VERIZON NORTHWEST		00100310.542000.	26.58
	VERIZON NORTHWEST		00102020.542000.	53.15
	VERIZON NORTHWEST		00103010.542000.	186.04
	VERIZON NORTHWEST		00103222.542000.	26.58
	VERIZON NORTHWEST		00103530.542000.	106.31
	VERIZON NORTHWEST		00103960.542000.	79.73
	VERIZON NORTHWEST	ACCT #101543765602	00104000.542000.	35.05
	VERIZON NORTHWEST	ACCT #101543766403	00104000.542000.	35.05
	VERIZON NORTHWEST	ACCT #107355912203	00104000.542000.	53.15
	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.	79.73
	VERIZON NORTHWEST		00105250.542000.	79.73
	VERIZON NORTHWEST	ACCT #104650377503	00105250.542000.	132.97
	VERIZON NORTHWEST	ACCT #107355912203	00105380.542000.	222.80
	VERIZON NORTHWEST		00112572.542000.	53.15
	VERIZON NORTHWEST		00143523.542000.	26.58
	VERIZON NORTHWEST		10111230.542000.	26.58
	VERIZON NORTHWEST	ACCT #10624354707	10111864.547000.	180.28
	VERIZON NORTHWEST	ACCT #106496225401	40140080.541000.	30.20
	VERIZON NORTHWEST	ACCT #105543546905	40140180.547000.	50.51
	VERIZON NORTHWEST	ACCT #0064811477782	40141580.547000.	101.19

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 12/25/2008 TO 12/31/2008

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
52574	VERIZON NORTHWEST	ACCT #105660553702	40142280.542000.	332.70
	VERIZON NORTHWEST	ACCT #107355912203	40142480.542000.	159.46
	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.	319.14
	VERIZON NORTHWEST	ACCT #106853520208	40143780.542000.	52.98
	VERIZON NORTHWEST	ACCT #107355912203	42047061.542000.	239.19
	VERIZON NORTHWEST		42047061.549100.	26.58
	VERIZON NORTHWEST	ACCT #102954091901	50148058.542000.	52.98
52575	VERIZON NORTHWEST	BLACKBERRY CHARGES/EQUIP	00105515.549000.	442.65
	VERIZON NORTHWEST		50300090.549000.0802	559.41
52576	VERIZON	ACCT #0064811477782	40143410.542000.	79.99
52577	VILLAGE COMMUNITY SERVICES	ENTERTAINMENT FOR KBSCC	00105250.531050.	65.00
52578	WELLS FARGO FINANCIAL CAPITAL FINANC	MAIL MACHINE LEASE	00100020.542000.	92.77
	WELLS FARGO FINANCIAL CAPITAL FINANC		00102020.542000.	148.43
	WELLS FARGO FINANCIAL CAPITAL FINANC		10111230.542000.	18.55
	WELLS FARGO FINANCIAL CAPITAL FINANC		40143410.542000.	74.22
	WELLS FARGO FINANCIAL CAPITAL FINANC		41046170.542000.	18.55
	WELLS FARGO FINANCIAL CAPITAL FINANC		50100065.545000.	9.28
	WELLS FARGO FINANCIAL CAPITAL FINANC		50200050.545000.	9.27
52579	WESTERN PETERBILT INC	PARKING BRAKE VALVE	50100065.534000.	215.92
52580	WSU-CDPE, ATTN: EMILY HOUG	RATE CHANGE FOR COURSE-OSBORN	10111160.549000.	10.00

WARRANT TOTAL: 1,425,887.10

LESS VOIDS

CHECK # 52343	INITIATOR ERROR	(2,367.30)
CHECK # 52354	WRONG VENDOR	(168.75)
CHECK # 52483	INITATOR ERROR	(80.19)

1,423,270.86

REASON FOR VOIDS:

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

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: January 5, 2009

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 December 19, 2008 payroll in the amount \$929,203.40 Check No.'s 20756 through 20813.

COUNCIL ACTION:

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: January 12, 2009

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 January 5, 2009 payroll in the amount \$1,313,728.98 Check No.'s 20814 through 20866.

COUNCIL ACTION:

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: January 12, 2009

AGENDA ITEM: Jail Services Contract with Okanogan County	AGENDA SECTION:	
PREPARED BY: Ralph Krusey, Administrative Services Commander	AGENDA NUMBER:	
ATTACHMENTS: Okanogan County Jail Services Contract	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

Marysville Police Department requests Council approval Amendment #1 of a Jail Services Contract with Okanogan County Jail to house sentenced prisoners with sentences over thirty days.

Okanogan County Jail provides transportation from Marysville Jail to Okanogan County Jail. Prisoners are released in Okanogan and provided with a bus ticket back to Everett.

Housing fees are \$49 a day per prisoner. Medical expenses are not included in the housing fee.

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

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign the Amendment to the Okanogan Contract for jail services.

COUNCIL ACTION:

After Recording Return To

AMENDMENT #1
TO AGREEMENT BETWEEN OKANOGAN COUNTY, WASHINGTON AND THE CITY OF
MARYSVILLE, WASHINGTON, FOR THE HOUSING OF INMATES IN THE OKANOGAN
COUNTY JAIL

the Board of County Commissioners of Okanogan County, Washington, hereinafter called "Okanogan County", and City of Marysville, hereinafter called "City", agree to amend Agreement, as set forth below under "Terms of Amendment".

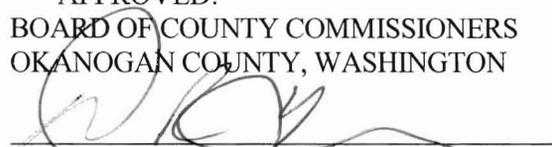
TERMS OF AMENDMENT:

Section 5. COMPENSATION - (a) Rates. As provided in the agreement, the rate to house the City inmates for compensation per day per inmate shall increase to the rate of forty nine dollars (\$49.00) per day effective January 1, 2009.

All other terms and conditions of the AGREEMENT BETWEEN OKANOGAN COUNTY, WASHINGTON AND THE CITY OF MARYSVILLE, WASHINGTON, FOR THE HOUSING OF INMATES IN THE OKANOGAN COUNTY JAIL, signed by Okanogan County on October 2, 2007 shall remain in effect.

Date: 12/8/08

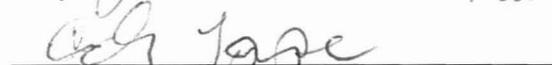
APPROVED:
BOARD OF COUNTY COMMISSIONERS
OKANOGAN COUNTY, WASHINGTON



Don Hover, ~~Chairman~~



Mary Lou Peterson, ~~Commissioner~~ *Chairman*



Andrew Lampe, ~~Commissioner~~

By: 

Frank Rogers, Sheriff

Approved as to Form:

By: 

Civil Deputy Steve Bozarth

CITY OF MARYSVILLE

Dennis Kendall, Mayor

Tracy Jeffries, City Clerk

Grant K. Weed, City Attorney

Attest:


Brenda Crowell, Clerk of the Board



CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: January 12, 2009

AGENDA ITEM: Inter-local Agreement with Snohomish County for Regional Auto Theft Task Force	AGENDA SECTION:	
PREPARED BY: Commander R. Krusey	AGENDA NUMBER:	
ATTACHMENTS: Inter-local Agreement	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

Marysville Police Department request council approval of the Inter-local Agreement with the Snohomish County for participation in the Regional Auto Theft Task Force and authorize the Mayor to sign the agreement. Snohomish County agrees to reimburse up to a maximum of \$85,307 for the Marysville Police Department's participation in the Regional Auto theft Task Force by providing a full time Detective to the Task Force.

The agreement is effective until June 30, 2009.

The attached Inter-local Agreement has been approved as to form by City attorney Grant Weed.

RECOMMENDED ACTION: Staff recommends that Maryville City Council authorize the Mayor to sign the Inter-local Agreement with Snohomish County for Regional Auto Theft Task Force.
COUNCIL ACTION:

Snohomish County Sheriff
Snohomish County Courthouse
3000 Rockefeller Avenue, M/S
Everett, WA 98201

**INTERLOCAL AGREEMENT BETWEEN
SNOHOMISH COUNTY and THE CITY OF MARYSVILLE
FOR AUTO THEFT TASK FORCE SERVICES**

THIS AGREEMENT, is entered into by and between Snohomish County, a political subdivision of the State of Washington (hereinafter referred to as the “County”), and the City of Marysville, a municipal corporation of the State of Washington (hereinafter referred to as the “City”).

RECITALS

- A. The Washington Auto Theft Prevention Authority (hereinafter WATPA) has received funds from the passage of House Bill 1001 to provide grants to local units of government for auto theft prevention; and
- B. The County and WATPA have entered into an Auto Theft Prevention Grant Contract (hereinafter “Grant Contract”) whereby the County shall use specified grant funds (hereinafter “Grant Funds”) to create and operate a multi-jurisdictional, regional, auto theft task force (hereinafter the “Task Force”); and
- C. RCW 39.34 permits one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking that each public agency is authorized by law to perform; and

- D. Several jurisdictions desire to participate as members of the Task Force with Snohomish County administering task force project grants; and
- E. The City desires to enter into an agreement with Snohomish County in order to participate in the Task Force and enable Snohomish County to reimburse the City for such participation; and
- F. The City is authorized to perform each service contemplated herein.

AGREEMENT

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

1.0 TASK FORCE COMPOSITION, PURPOSE, AND TERM

- 1.1 The City agrees to cooperate in the Task Force, composed of law enforcement, prosecutor, and support personnel, in order to jointly coordinate selected law enforcement activities, resources, and functions to prevent auto theft and to investigate and prosecute auto theft offenders in Snohomish County.
- 1.2 This agreement shall take effect when duly executed and recorded as required by law and continue in effect through June 30, 2009, unless earlier terminated or modified as provided in this agreement.

2.0 ORGANIZATION

- 2.1 The County will be the administrator of this Agreement.
- 2.2 A Snohomish County Sheriff's Office (SCSO) lieutenant will direct all law enforcement personnel assigned to the County, under this Agreement or similarly executed agreements, in their operational duties.
- 2.3 Additional law enforcement personnel will be provided to the Task Force by separate interlocal agreement between the County and other jurisdictions.

- 2.4 Nothing in this agreement shall restrict the ability of the County or the City to reassign personnel and related equipment and supplies assigned under this Agreement.

3.0 OBLIGATIONS OF CITY

- 3.1 During the term of this agreement, the City shall employ, dedicate and assign one full-time detective to the County for inclusion in the Task Force.
- 3.2 The detective's operational assignments will be directed by an SCSO lieutenant assigned to the Task Force.
- 3.3 The detective assigned to the County pursuant to this Agreement shall remain subject to the policies, procedures and directives of the City.
- 3.4 The City agrees to make any certified assurances required by the Grant Contract that are within its particular control, and agrees to make all its records related to the Task Force available for inspection consistent with the Grant Contract and applicable state and federal laws.

4.0 BUDGET AND COMPENSATION

- 4.1 The County, through its Sheriff's Office, shall serve as the fiscal agent and manage Grant Funds, including reimbursement to participating jurisdictions. All revenues collected or generated by or for the Task Force shall be maintained by the County pursuant to law.
- 4.2 The County will reimburse the City actual expenses up to a maximum amount of \$85,307, as detailed in Exhibit A, attached hereto and incorporated herein by this reference.
- 4.3 The City will send quarterly invoices to the County with supporting documentation.
- 4.4 The County will make payments within thirty (30) days from receipt of the quarterly invoice. Invoices shall be sent to Snohomish County Sheriff's Office, Fiscal Division, Mail Stop 606, 3000 Rockefeller Ave., Everett, WA 98201.

5.0 GENERAL ADMINISTRATION

- 5.1 The County agrees to provide WATPA with the necessary documentation to receive Grant Funds.
- 5.2 Any factual dispute between the County and the City that relates to this Agreement shall be referred for resolution to the Sheriff, or his/her designee, and the City's Mayor, or his/her designee. In the event the dispute cannot be resolved between the parties to each party's mutual satisfaction, the issue shall be submitted to mediation through the Snohomish County Dispute Resolution Center. Both parties agree to utilize this process prior to the institution of any legal action to enforce the terms and conditions of this agreement. The cost of mediation shall be borne equally by the parties.
- 5.3 The City shall provide the maximum opportunity to Minority and Women Owned Business Enterprises to participate in the performance of this Agreement.

6.0 ASSET FORFEITURE

- 6.1 All potential asset forfeitures initiated or investigated by officers assigned to the Task Force shall be referred to the County for prosecution.
- 6.2 The County shall acquire and dispose of assets seized or forfeited as a result of this agreement in compliance with law.

7.0 REAL AND PERSONAL PROPERTY

All real or personal property acquired through Grant Funds or activities of the Task Force that are not subject to Section 6 of this Agreement will be held by the County.

8.0 ACQUISITION AND USE OF EQUIPMENT

- 8.1 All equipment purchased with Grant Funds will be held by the County.
- 8.2 Any equipment purchased with Grant Funds will only be used as permitted by the terms of the Grant Contract.

8.3 Upon termination of this Agreement, any equipment purchased or otherwise provided by the City will be returned to the City unless otherwise agreed by the parties.

8.4 Upon termination of this Agreement, the County will dispose of all acquired equipment in accordance with applicable federal, state and county requirements.

9.0 MODIFICATION

Each party reserves the right to amend this agreement in the future from time to time as may be mutually agreed upon. No such amendment shall be effective unless written and signed with the same formality as this Agreement.

10.0 NONDISCRIMINATION PROVISION

There shall be no discrimination against any employee who is paid by the grant funds or against any applicant for such employment because of race, color, religion, handicap, marital status, political affiliation, sex, age, or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training.

11.0 TERMINATION OF AGREEMENT

Notwithstanding any provisions of this agreement, either party may withdraw from the agreement by providing written notice of such withdrawal specifying the effective date thereof at least thirty (30) days prior to such date. A withdrawing party may take with it any equipment it has loaned or donated to the Task Force.

12.0 HOLD HARMLESS

12.1 The County shall save, hold harmless, indemnify and defend the City, its elected and appointed officials, officers, employees and agents, from and against any loss or claim for damages of any nature whatsoever, including

claims by third parties or County employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the County in performance of this Agreement, its elected or appointed officials, officers, employees or agents, except to the extent the loss or claim is attributable to the negligence or willful misconduct of the City, its elected or appointed officials, officers, employees or agents.

12.2 The City shall save, hold harmless, indemnify and defend the County and WATPA, its elected and appointed officials, officers, employees and agents from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or the City employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the City in performance of this Agreement, its elected or appointed officials, officers, employees or agents, except to the extent the loss or claim is attributable to the negligence or willful misconduct of the County, its elected or appointed officials, officers, employees or agents.

13.0 GOVERNING LAW AND VENUE

This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Washington without reference to choice of law principles, and venue of any suit between the parties arising out of this agreement shall be in the Superior Court of Snohomish County, Washington.

14.0 INTEGRATION

This agreement constitutes the whole and entire agreement among the parties as to the Task Force and no other understandings, oral, or otherwise, regarding the Task Force shall be deemed to exist or bind the parties.

13.0 SEVERABILITY

If any part of this agreement is unenforceable for any reason the remainder of the agreement shall remain in full force and effect.

14.0 RECORDING

This interlocal agreement will be recorded in compliance with RCW 39.34.040.

Dated this _____ day of _____, 2008.

“County”
SNOHOMISH COUNTY

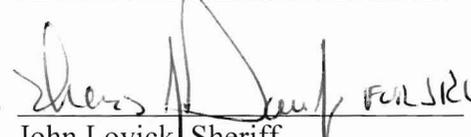
“City”
CITY OF MARYSVILLE

County Executive
Date: _____

Print Name: _____
Date: _____

APPROVAL RECOMMENDED:

ATTEST:

e/s  *Full Size* By: _____
John Lovick, Sheriff
Dated: 11/26/08

Print Name: _____
Dated: _____

Approved as to form:

Approved as to form:



Deputy Prosecuting Attorney
Date: 11/25/08

City Attorney
Date: _____

Reviewed by Risk Management

Loss Control Manager Date

Exhibit A
Snohomish County Auto Theft Task Force
2008-2009 Budget

SECTION I: Reimbursables Detail Budget

Agency	Everett	Lynnwood	Marysville	Monroe	SC PA	SC PA	SC SO	WSP	
FTE	Analyst	Detective	Detective	Detective	Prosecutor	Secretary	Detective	Sergeant	Total
Salary	\$ 41,693	\$ 61,195	\$ 54,298	\$ 57,424	\$ 62,323	\$ 32,727	\$ 53,491	\$ 70,080	\$ 433,231
Overtime	\$ 9,000	\$ 8,800	\$ 8,800	\$ 8,800	\$ -	\$ -	\$ 8,800	\$ 8,500	\$ 52,700
Overtime Benefits	\$ 1,400	\$ 1,330	\$ 1,200	\$ 1,000	\$ -	\$ -	\$ 1,330	\$ 1,100	\$ 7,360
Benefits	\$ 10,423	\$ 22,641	\$ 16,290	\$ 19,117	\$ 16,757	\$ 13,567	\$ 15,297	\$ 15,840	\$ 129,931
Uniform	\$ -	\$ 750	\$ 4,120	\$ 2,400	\$ -	\$ -	\$ -	\$ 3,400	\$ 10,670
Weapon	\$ -	\$ 600	\$ 600	\$ 600	\$ -	\$ -	\$ 600	\$ 600	\$ 3,000
Agency Total	\$ 62,516	\$ 95,316	\$ 85,307	\$ 89,341	\$ 79,080	\$ 46,294	\$ 79,518	\$ 99,520	\$ 636,892

SECTION II: Reimbursables Category Budget

	Personnel	Benefits	Equipment	Total Award
Everett	\$ 50,693	\$ 11,823	\$ -	\$ 62,516
Lynnwood	\$ 69,995	\$ 23,971	\$ 1,350	\$ 95,316
Marysville	\$ 63,098	\$ 17,490	\$ 4,720	\$ 85,307
Monroe	\$ 66,224	\$ 20,117	\$ 3,000	\$ 89,341
SC Prosecutor	\$ 95,050	\$ 30,324	\$ -	\$ 125,374
SC Sheriff	\$ 62,291	\$ 16,627	\$ 600	\$ 79,518
WSP	\$ 78,580	\$ 16,940	\$ 4,000	\$ 99,520

SECTION III: Operating Budget (Managed by Snohomish County Sheriff)

Training/Travel	\$ 9,599	
Supplies	\$ 2,200	
Equipment	\$ 101,994	Includes: Office furniture, Vehicles, 800 MHz Radios, Nextels, Copier, License Plate Reader
Other Expense	\$ 76,500	Includes: Fuel and maintenance for vehicles, Building lease, Data/Phone wiring, Utilities, PE/PI
Operating Total	\$ 190,293	

Total Grant Award: \$ 827,185

Interlocal Agreement with Marysville
Re Auto Theft Task Force – Page 8

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: January 12, 2009

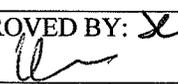
AGENDA ITEM: Sixth Amendment to Chief Administrative Officer Employment Contract.	AGENDA SECTION:	
PREPARED BY: Lynn Schroeder	AGENDA NUMBER:	
ATTACHMENTS: 1. Employment contract	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

Sixth amendment to the Chief Administrative Officer employment contract between the City of Marysville and Mary Swenson dated May 12, 2003 and the first, second, third, fourth, and fifth amendments.

RECOMMENDED ACTION: Authorize Mayor to Sign Sixth Amendment to Chief Administrative Officer Employment Contract.
COUNCIL ACTION:

CITY OF MARYSVILLE
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: January 12, 2009

AGENDA ITEM: Surplus City Equipment	AGENDA SECTION:	
PREPARED BY: Mike Shepard , Fleet & Facilities Manager	AGENDA NUMBER:	
ATTACHMENTS: A Resolution declaring certain items to be surplus and authorizing the sale or disposal thereof.	APPROVED BY: 	
	MAYOR	CAO
BUDGET CODE: N/A	AMOUNT TBD	

The attached Resolution identifies equipment for which the City has no further public use or necessity. The following is a brief explanation for selling or disposing of the items;

The Olympus digital camera with a 1.3 pixel count has been replaced with a higher resolution model. Camera was used by H.R. to make employee badges.

The chlorinator and polymer pump were used out at the Waste Water Filtration Plant and they no longer function.

The conductive pipe locator has ceased to function.

RECOMMENDED ACTION: Staff recommends that Marysville City Council authorize the Mayor to sign the Resolution declaring items of personal property to be surplus and authorizing the sale or 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.

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.

City Asset #	Item Name	Quantity	Make	Model #	Serial #	Disposition
None	Digital camera	1	Olympus	C-860L – 1.3 Pix	87102767	Operational
02245	Chlorinator	1	Wallace/Tiernan			Scrap
02255	Polymer Pump	1	Poly Blend			Scrap
00862	Conductive Pipe Locator	1	Metrotech	810	022117	Scrap

The City is hereby authorized to sell or dispose of the above referenced items in
a manner, which in the discretion of the Fleet and Facilities Manager nets the
greatest amount to the City.

PASSED by the City Council and APPROVED by the Mayor this _____ day of
_____ 2009.

CITY OF MARYSVILLE

MAYOR

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: January 12, 2009

AGENDA ITEM: Washington Trucking - Conditional Shoreline Development Permit	AGENDA SECTION:	
PREPARED BY: Cheryl Dungan, Planning Manager-Land Use	APPROVED BY:	
ATTACHMENTS: 1. Hearing Examiner Recommendation dated 12/11/2008 2. Hearing Examiner Minutes dated 11/13/2008 3. Staff Recommendation dated 11/05/2008 4. Resolution 5. Site Plan 6. Vicinity Map 7. Legal Description		
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

DESCRIPTION:

The Hearing Examiner is recommending approval of a Conditional Shoreline Substantial Development Permit to allow the construction of a commercial trucking and storage operations maintenance facility, which includes a 21,300 square foot, two-story building; truck and heavy equipment storage area; commercial truck scale; and 6-storage bins for retail sales of topsoil and landscape rock material.

The property is located at 5129 – SR 529, generally located east of SR 529, south of Ebey Slough, and north of Steamboat Slough.

<p>RECOMMENDED ACTION: Authorize the Mayor to sign the Resolution approving the Conditional Shoreline Substantial Development Permit to allow construction of the commercial trucking and storage operations maintenance facility.</p>
<p>COUNCIL ACTION:</p>

CITY OF MARYSVILLE
Hearing Examiner
Findings, Conclusions and Recommendation

APPLICANT: Washington Trucking

CASE NO.: PA08027

LOCATION: 5129 – SR 529, generally located east of SR 529 and south of Ebey Slough

APPLICATION: Shoreline Conditional Use Permit request to allow the construction of a commercial trucking and storage and operations maintenance facility, which includes a 21,300 square foot two-story building; truck and heavy equipment storage area; commercial truck scale; and 6-storage bins for retail sales of topsoil and landscape rock material.

SUMMARY OF RECOMMENDATIONS:

Planning Staff Recommendation: Approve with conditions

Hearing Examiner Recommendation: Approve with conditions

PUBLIC HEARING:

After reviewing the official file, which included the Staff Advisory Report; and after visiting the site, the Hearing Examiner conducted a public hearing on the application. The hearing on the Washington Trucking application was opened at 7:02 p.m., November 13, 2008, in the Council Chambers, Marysville, Washington, and closed for oral comments at 7:30 p.m. The hearing was held open administratively until 5:00 p.m., November 20, 2008. On November 20, 2008, City staff submitted Exhibit 60, which requested a continuance to 5:00 p.m., November 26th. The Examiner concurred and in Exhibit 61 granted the additional continuance. Participants at the public hearing are listed in the minutes of the hearing. A verbatim recording of the hearing and more complete minutes are available in the Community Development Department. A list of exhibits offered and entered at the hearing and a list of parties of record are attached to this report.

HEARING COMMENTS:

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

Cheryl Dungan, Planning Manager:

- Briefly reviewed the staff advisory report (Exhibit 54)

John Cowling, City Engineer:

- Discussed an email from WSDOT (Exhibit 55) and a memo from himself (Exhibit 56) regarding access to the site; and
- Submitted Exhibit 57 as recommended additional condition #15. The recommended condition addressed the access issues raised by WSDOT.

Brittney Baldwin, Shockey/Brent, Inc., representative of the applicant:

- Noted that the barge noted in the staff advisory report (Exhibit 54) had been removed, and that permits were not required for its removal;
- Submitted Exhibit 58, which she said should replace Exhibit 43. She noted the calculations specified in Exhibit 58 use a newer method for cleanup;
- Noted that the applicant will coordinate with WSDOT regarding the bioswale discussed in Exhibit 54;
- Discussed recommended condition #1 and referred to sheet 2 of Exhibit 44. She said it is ultimately up to WSDOT to allow the pedestrian connection referred to and said the applicant will coordinate with WSDOT to make that connection;
- Said the screening referred to in recommended condition #3 is a code issue and the applicant believes the requirement is met with the landscaping shown on sheet 12 of Exhibit 44;
- Said the existing wording in recommended condition #9 cannot be achieved as written and recommended the second sentence of that condition be reworded to read as follows:
Additionally, prior to final building inspection being granted for the site, the applicant shall be required to submit documentation from DOE that the site has been 'cleaned up' in accordance with the VCO and the site is now suitable for public use (MDNS #2);
- Submitted Exhibit 57 and recommended that the language in that exhibit be used as condition #15 instead of the language submitted by staff; and
- Recommended a new condition #16 be included to adopt sheet 2 of Exhibit 44.

Reid Shockey, Shockey/Brent, Inc., representative of the applicant:

- Took exception to City staff's proposed new condition #15, which he said would force right-in right-out traffic movements at the Washington Trucking site;
- Argued that would have a negative impact on traffic in Marysville since trucks would be routed through town;
- Knew turning movements were potentially significant and the applicant's traffic engineer reviewed that issue several times;
- Discussions with the City and WSDOT have gone on for a year and a half. The SEPA record was closed, and yet an email from WSDOT was sent on the afternoon of the hearing. That email resulted in a new recommended condition to address traffic

movements that he believes do not rise to the level of a significant problem. However, if it is adopted it will severely impact Washington Trucking; and

- Requested an administrative continuance to resolve the traffic issue and requested that if a resolution could not be reached that the applicant be able to return to argue his case before the Hearing Examiner on December 11, 2008.

WRITTEN COMMENTS:

No one from the general public submitted correspondence on this case.

FINDINGS CONCLUSIONS AND DECISION:

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

A. FINDINGS AND CONCLUSIONS:

1. The information contained in Sections I and II of the Staff Advisory Report (Hearing Examiner Exhibit 54) is found by the Hearing Examiner to be supported by the evidence presented during the hearing and by this reference is adopted as portion of the Hearing Examiner's findings and conclusions, except as modified below. A copy of said report is available in the Community Development Department.
2. The minutes of the meeting accurately summarize the testimony offered at the hearing and by this reference are entered into the official record.
3. It is acknowledged that Exhibit 58 replaces Exhibit 43.
4. It is acknowledged that WSDOT will make the final determination regarding a pedestrian connection between the proposed bridge project and the 20' public trail easement located on the subject property (referred to in condition #1).
5. The Examiner concurs with the applicant that screening is a code issue, which will be reviewed further by staff during the approval process. Condition #3 should be revised to reflect the applicant's contention that the site plan may meet the code requirements. However, the condition should also insure that the proposed screening does indeed meet adopted codes and policies.
6. Staff concurred with the applicant's recommended revised language to condition #9, and the condition should be revised to reflect that.
7. During the administrative continuance, WSDOT, the City and the applicant reached a consensus relative to access to the site. That consensus is reflected in Exhibit 62, which has been recommended as new condition #15. The Examiner finds that the site access issue has been thoroughly reviewed by the parties noted above, and finds that the

language offered in Exhibit 62 will provide for safe and reasonable access to the site. Therefore, it should be adopted as condition #15.

8. It is acknowledged that the applicant would like sheet 2 of Exhibit 44 adopted as an additional condition, however, the Examiner does not deem that to be necessary.
9. The proposed development, as conditioned is consistent with the comprehensive plan and meets the requirements and intent of the Marysville Municipal Code.

B. RECOMMENDATION:

Based upon the above stated findings and conclusions, it is recommended the requested Conditional Shoreline Development Permit is approved, subject to the following conditions:

1. The applicant shall coordinate with WSDOT to establish a pedestrian connection between the proposed bridge project and the 20' public-trail easement located on the subject property.
2. Prior to construction plan approval, the applicant shall submit a detailed lighting plan that demonstrates that industrial and exterior lighting shall not be used in such a manner that it produces glare on public highways. Arc welding, acetylene-torch cutting, or similar processes shall be performed so as not to be seen from any point beyond the outside of the property.
3. Prior to construction plan approval, the site plan shall meet all adopted policy and code requirements regarding screening.
4. Prior to a final building inspection being granted, the applicant shall submit a *Spill Prevention Control and Countermeasures (SPCC)* Plan to the City for review and approval.
5. The applicant will be required to provide an 'Assignment of Bank Account' to the City of Marysville related to future landscape improvements located within the proposed 'temporary construction easement' area associated with the WSDOT Ebey Slough Bridge replacement project. If the project is not constructed within the 2010-2012 projected time frame (or as otherwise approved by the City), the applicant shall be required to install the required improvements consistent with the approved landscape plans. The amount held in the bank account will be for 140% of the cost of installation and materials. A detailed estimate prepared by a licensed landscape architect will need to be submitted to the City for review and approval.
6. Prior to construction plan approval, the applicant shall be required to demonstrate that the proposed biofiltration swale meets the requirements set forth in Section 19.24.100(10) MMC or the biofiltration swale will need to be relocated outside the required buffer area.

7. Prior to construction plan approval, the applicant will be required to submit a final, detailed mitigation plan to the city for review and approval that is consistent with MMC 19.24.130 through 19.24.150.
8. The applicant shall follow the recommendations outlined in the project's geotechnical report. Prior to granting of a final building inspection, the applicant shall be required to submit a letter from the project's geotechnical expert stating that all recommendations outlined in the geotechnical investigation and/or subsequent field investigations have been followed. (MDNS #1)
9. Prior to construction plan approval, the applicant shall submit a copy of the approved VCP to the City for review. Additionally, prior to final building inspection being granted for the site, the applicant shall be required to submit documentation from DOE that the site has been 'cleaned up' in accordance with the VCO and the site is now suitable for public use (MDNS #2)
10. If during construction activities, buried prehistoric to historic material, cultural, and/or human remains are found, the project shall be temporarily halted until representatives of the US Army Corp of Engineers, the Tulalip Tribes, and DAHP are consulted to assess and protect the resource. (MDNS #3)
11. Prior to civil plan approval, the applicant will be required to demonstrate that the biofiltration swale will function during high tide events associated with Ebey Slough. (MDNS #4)
12. Prior to construction plan approval, the applicant will be required to submit a letter from WSDOT stating they have reviewed the civil engineering drawings for the project and have found them to be consistent with the proposed bridge replacement project and SR 529 realignment. (MDNS #5)
13. Prior to issuance of building permits, the applicant shall be required to participate on a proportionate share basis towards the City's street system in the amount of **\$20,000.00**. (MDNS #6)
14. Prior to issuance of building permits, the applicant shall be required to submit a signed offer to Snohomish County for traffic mitigation. Payment shall also be made prior to building permit issuance. (MDNS #7)
15. Site access shall be partially restricted as required by WSDOT and the City of Marysville. Southbound left turns from SR 529 eastbound onto the site will be prohibited. The applicant will install a 'half-pork-chop' island or similar improvement approved by WSDOT and the City of Marysville to accomplish this purpose.

Dated this 11th day of December 2008



Ron McConnell, FAICP
Hearing Examiner

RECONSIDERATION:

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

COUNCIL ACTION:

Recommendations by the Examiner on rezones or shoreline conditional use permits will constitute a final action by the City unless a timely written request for a closed record appeal is filed with the City Council within 14 days after issuance of the recommendation. In the event of a timely appeal, the City Council will conduct a closed record hearing of this case. Closed record hearings shall be on the record and no new evidence may be presented. The City Council's action will be the final action of the City.

JUDICIAL APPEAL:

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

EXHIBITS:

The following exhibits were offered and entered into the record:

1. Receipt
2. Master Permit Application
3. Checklist for Conditional Use Permit
4. Shoreline Permit Checklist
5. Shockey Brent – Cover letter, 05,12.08
6. 300' Mailing Labels/Maps
7. Chicago Title – Legal Description
8. Chicago Title – Title Report
9. Traffic & Parking Analysis, 04.03.08
10. 11 x 17 Site Plan
11. Landscape Maintenance Plan
12. Shoreline C.U.P. Narrative Statement, May '08
13. Assoc. Earth Sciences – Phase II Environmental Site Assessment, 04.07.08
14. WSDOT – Development Coordination, 03.31.08
15. Archaeological Resources Report CD, 05.07.08
16. Environmental Checklist
17. Assoc. Earth Sciences – Geotechnical Engineering Report, 01.30.08
18. P.C.E. – Preliminary Stormwater Report, 03.22.08
19. Shockey Brent – Critical Areas Report, May '08
20. Archeological Resources Report, 05.07.08
21. 24 x 36 Preliminary Plans
22. 24 x 36 Site Plans
23. RFR Checklist
24. Affidavit of Posting – NOA
25. Affidavit of Publication – NOA
26. Email/photos re: barge removal without permits, 05.07.08
27. 8 ½ x 11 Color area maps
28. Shockey Brent email re: barge removal, 05.29.08
29. Shockey Brent code citation for barge removal
30. Technical Review/Agency responses, 06.03.08
31. MAP Team – Early Project Coordination Letter, 08.18.08
32. City of Msv Shoreline Master Program Adoption Letter, 10.27.06
33. Shockey Brent Memorandum – WA Trucking data points, 08.01.08
34. Heffron – Updated traffic and parking analysis, 08.12.08
35. 24 x 36 Preliminary Plans
36. 11 x 17 Preliminary Plans
37. 24 x 36 C.U.P. Plan
38. 24 x 36 Site Development Plan
39. 24 x 36 WA Trucking Memo – Barge removal process, 08.01.08

40. 11 x 17 Site Development Plan
41. Shockey Brent – Technical review response, 08.26.08
42. Assoc. Earth Sciences – Lead sampling in Barge Removal Area, 08.26.08
43. Assoc. Earth Sciences – Phase II Site Assessment, 08.26.08
44. 24 x 36 Site Development Plans
45. RFR Checklist
46. Agency responses, 09.08.08
47. MDNS, 10.10.08
48. Affidavit of posting – MDNS
49. Dept of Ecology – MDNS response, 10.21.08
50. Dept of Ecology – MDNS response, 10.24.08
51. SEPA comments to Shoreline & Env. Assistance, 10.28.08
52. 8 ½ x 11 Site and Exploration Plan
53. Affidavit of Posting – NOH
54. Staff Recommendations
55. WSDOT email, re: traffic, 11.13.08
56. Public Works Dept Memo, re: traffic, 11.13.08
57. Recommended Condition 15, submitted by City Engineer at 11.13.08 public hearing
58. WA Trucking – Revised Phase II Environmental Site Assessment, 11.03.08
59. Heffrans email, re: traffic, 11.13.08
60. Dungan email, re: extension, 11.20.08
61. Hearing Examiner email, re: extension, 11.20.08
62. Dungan email, re: site access condition, 11.26.08

PARTIES of RECORD:

Washington Trucking
Kris Wright
2810 34th St.
Everett, WA 98201

Shockey/Brent, Inc.
Reid Shockey, Camie Anderson, &
Brittney Baldwin
2716 Colby Ave.
Everett, WA 98201

Department of Community Development
City Engineer

Steve Benenati
WSDOT-NW Region, Development Services
BenenaS@wsdot.wa.gov



MARYSVILLE HEARING EXAMINER

November 13, 2008

7:00 p.m.

Marysville City Hall

ATTENDANCE

Hearing Examiner: Ron McConnell

Staff: Cheryl Dungan, Senior Planner
John Cowling, City Engineer
John Tatum, Traffic Engineer

CALL TO ORDER:

Hearing Examiner McConnell called the meeting to order at 7:03 p.m.

PUBLIC HEARING:

1. **PA08027 – Washington Trucking-** Shoreline Conditional Use Permit request to allow the construction of a commercial trucking and storage and operations maintenance facility, which includes a 21,300 SF two-story building; truck and heavy equipment storage area; commercial truck scale; and 6-storage bins for retail sales of topsoil and landscape rock material.

Applicant: Washington Trucking

Location: 5129 SR 529, generally located east of SR 529
south of Ebey Slough

The hearing was opened at 7:03 p.m.

Hearing Examiner McConnell stated that he had received 54 exhibits previously and has received two new exhibits tonight. Those exhibits were:

- Exhibit 55- Email from Washington State DOT
- Exhibit 56 - Memo from Marysville Public Works, John Cowling

Staff Presentation:

Cheryl Dungan gave a brief overview of the application. She stated that staff is recommending approval subject to 14 conditions. She identified the two new exhibits as noted above.

John Cowling addressed WSDOT's concerns about access and noted that staff is recommending an additional Condition #15 regarding right in/right out only access to the site.

Cheryl Dungan read Proposed Condition #15 as follows:

Site access shall be limited to a right in/right out access point pork chop. To insure the pork chop functions as intended the city would monitor the access point and at the discretion of the city engineer, would require the applicant to make appropriate modifications to ensure access is limited to right in/right out only.

The memo describing Proposed Condition #15 was entered as Exhibit 57.

Applicant Comment:

Brittney Baldwin, Shockey Brent, 2716 Colby Avenue, Everett, WA 98201

She referred to Exhibit 54 with the following comments:

- Page 7 – She noted that the barge has been removed and no permits were needed for the barge removal.
- Page 7 – Regarding additional groundwater assessments and soil samples. The assessments have been conducted. She submitted *Revised Phase 2 Environmental Site Assessment* dated November 3, 2008. This will replace Exhibit 43 and will be entered as Exhibit 58. She summarized the differences between the original Phase 2 Environmental Site Assessment and the revised version.
- Page 16 - She stated that the applicant is in the process of negotiating the possibility of tying into WSDOT's stormwater system. The final stormwater system treatment would be documented in the full drainage report and would comply with the *2001 Ecology Stormwater Manual*.
- Page 18 – Item G, *Phase 1 and Phase 2 Site Assessments* - the *Revised Phase 2 Environmental Site Assessment* dated November 3, 2008 has been submitted.

Regarding the proposed conditions, she had the following comments:

- Condition 1 – She emphasized that the applicant and WSDOT have been in contact throughout the life of this project working in coordination with WSDOT's bridge expansion project and the applicant's commercial

trucking storage and operation maintenance facility. Exhibit 14 is a letter from WSDOT to the City of Marysville stating that WSDOT and the applicant have been working in coordination on their projects and they plan to continue to work together. The applicant has proposed a 20-foot public access easement on the north end of the property. That is shown on Exhibit 44, Sheet 2 of 13, which would abut SR 529. She stated that ultimately it will be up to WSDOT to approve the 20-foot public access easement and SR 529.

- Condition 3 - Site Screening - The applicant feels that the landscaping that is being proposed meets the intent of this condition. Exhibit 44, Sheet 12 of 13, shows there is a 70-foot setback which includes a 50 foot restoration mitigation planting buffer, a 20-foot public access easement on the east, south and west, which will not include physical access to the public, but will be vegetated. There will also be a 15-foot type C landscaping buffer on the west side of the site which will provide a filtered screen.
- Condition 9 – This condition cannot be achieved as written. She reviewed the proposed order of events and suggested that the second sentence be revised to read: “***Additionally, prior to final building inspection being granted for the site, the applicant shall be . . .***”
- Proposed Condition 16 – Exhibit 44, Sheet 2 of 13, should be adopted as the official *Shoreline Conditional Use Permit Site Plan*.

Reid Shockey, Shockey Brent, 2716 Colby Avenue, Everett, WA 98201

He addressed Proposed Condition 15 and stated that they disagree with the condition which would result in a “pork chop island”. The right in/right out only movement requirement would have a negative effect on traffic in Marysville because it would require Washington Trucking to route its large vehicles through Marysville on 4th Avenue to the I-5 interchange in order to go south. 4th Avenue and the associated interchange are already problematic.

Additionally, he gave some background on this issue. He noted that they have been discussing this project for 1½ years with WSDOT. This email from WSDOT arrived just this afternoon after the SEPA record was closed, the staff report had been issued, and the applicant had believed that issue had been resolved. He pointed out that they received an email response to WSDOT from Tod McBryan of Heffron Transportation this afternoon.

The email from Tod McBryan of Heffron Transportation, Inc. was submitted for the record as Exhibit 59.

Mr. Shockey reviewed Mr. McBryon's response to WSDOT's email. Mr. Shockey proposed that the record be left open for four working days to give the applicant a chance to make contact with WSDOT and hopefully reach an agreement with them; if not, the applicant may make a subsequent argument with the Hearing Examiner. However, they believe the matter can be resolved based on the history of this issue with WSDOT.

At 7:31 p.m. Hearing Examiner McConnell stated that the hearing was closed, but the record would be left open administratively for one week until Thursday, November 20. If an agreement cannot be reached by that date then the next hearing date would be December 11.

OTHER BUSINESS:

None

ADJOURNMENT:

Seeing no further business, the meeting was adjourned at 7:31 p.m.

Laurie Hugdahl, Recording Secretary



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

CITY OF MARYSVILLE
PLANNING DEPARTMENT
STAFF REPORT & DECISION

File No: PA 08027
Reference Tax Account No.: 30053300200400
Date of Report: November 5, 2008
Nature of Request: Approval of a Conditional Shoreline Substantial Development Permit to allow construction of a commercial trucking storage & operation maintenance facility
Owner/Applicant: Washington Trucking
Kris Wright
2810 34th St
Everett, WA 98201
Contact: Shockey/Brent, Inc.
Camie Anderson
2716 Colby Ave
Everett, WA 98201
Location: 5129 – SR 529
Current Zoning: General Industrial
Comprehensive Plan
Land Use Designation: General Industrial
Shoreline Management
Master Program Designation: High-Intensity Environment

RECOMMENDATION: APPROVE with conditions

I. EVALUATION

A. Request

The applicant is requesting approval of a Conditional Shoreline Development Permit to allow a 'Commercial Trucking Storage and Operations Maintenance Facility' which includes a 21,300 sq. ft., two-story building containing approximately 7,800 sq. ft. of office and a 13,500 sq. ft. vehicle maintenance space including 5 vehicle-maintenance bays; truck parking for up to 22 tractor-trailer trucks and 10 semi-trucks; heavy equipment storage; a 22' x 18' reinforced concrete commercial truck scale; and six storage bins (20' x 40') for retail sales of topsoil and landscaping rock materials. According to the SEPA checklist, approximately 6,225 cubic yards (CY) of cut and 5,557 CY of fill will be required to construct the project. According to the preliminary storm drainage plan, storm water treatment will be provided through a biofiltration swale located south of the site access on the west side of the site adjacent to SR-529. Treated water would travel from the biofiltration swale into the adjacent wetland located east of SR 529. This ditched wetland is part of the larger estuarine wetland associated with Ebey Slough. The site address is 5129 – SR 529, and is generally located east of SR 529 and south of Ebey Slough.

B. Site Description

The subject property is approximately 67-acres in size, with 10 acres of usable upland area. The remaining 57 acres is comprised of an estuarine wetland associated with Ebey Slough. The upland 10-acres is designated under the City's Shoreline Master Program as High Intensity, the remaining 57-acres is designated Urban Conservancy. The 10-acres proposed for development was formerly used as a concrete recycling facility and was issued a substantial shoreline development permit in July of 1987. The concrete recycling facility ceased operations a few years ago, and only remnants of the operation remain. The site is relatively flat except for two large concrete/asphalt piles, three concrete pads, a small remnant building, two miscellaneous concrete walls and a small concrete structure. All piles and miscellaneous structures are proposed for removal. The northern upland boundary borders estuarine wetlands between the upland and Ebey Slough. The eastern upland boundary borders the side water channel of Ebey Slough, which only fills with water at higher tides and flooding events. The southern upland boundary abuts a large estuarine wetland and the west property line is parallel to SR-529, where the estuarine wetland extends into a drainage ditch. Ebey Slough, a designated *Shoreline of Statewide Significance* is located along the northern property boundary.

C. Consistency with Shoreline Master Program:

The 10-acre portion of property proposed for the Commercial Trucking Storage and Operations Maintenance Facility is designated High Intensity (HI) environment under the City's *Shoreline Master Plan* (SMP). Pursuant to the *SMP Use and Modification Matrices*, non-water oriented industrial uses are permitted as a conditional use provided public access, as approved by the City, is a condition of the non-water-dependent development. The property north, south, and east of the proposal is designated Urban Conservancy (UC) environment. According to the SMP, industrial uses are prohibited in the UC environment. As stated above, the portion of the site proposed for development is within the HI environment.

The City's SMP sets forth specific goals and policies to guide developments located within shoreline jurisdiction. The applicant has submitted the following response to specific shoreline goals and policies set forth in the SMP for this project:

Consistency with SMP Chapter 3, High-Intensity Environment, Management Policies

SMP Chapter 3.B.2.c.: In regulating uses in the High-Intensity environment, first priority should be given to water-dependent uses. Second priority should be given to water-related and water- enjoyment uses. Non-water-oriented uses should be discouraged except as part of mixed-use developments or existing developed areas supporting water-dependent uses and/or shoreline restoration. Non-water oriented uses may also be allowed in limited situations where they do not conflict or limit opportunities for water-oriented uses or on sites where there is no direct access to the shoreline if shoreline restoration is included as part of the development.

The portion of the site proposed for the Commercial Trucking Storage and Operations Maintenance Facility is designated within the High Intensity (HI) environment under the City's SMP. The proposal would reduce the potential for contamination to the wetlands and Ebey Slough by providing onsite stormwater treatment thorough a biofiltration swale on the west side of the site and by providing an oil and water separator that would be located on the east side of the vehicle-maintenance bays. The oil and water separator would discharge to the sanitary sewer line on the northeast portion of the site.

The biofiltration swale would filter contaminates from the site before they would be discharged into a roadside ditch that runs parallel to the east side of SR-529. The proposal would be designed to provide a 50-foot shoreline vegetation buffer surrounding the entire site perimeter to remove invasive species and restore shoreline ecological functions through native plantings. There is no direct access to the shoreline because the upland portion of the site proposed for development is surrounded on the north and east sides by steep slopes that immediately drop-off the site. This area is the delineated wetland edge and it would be unsafe for public access. The proposal would include a 20-foot public access easement on the north side of the site boundary upland from Ebey Slough, which is discussed later within this Environmental Checklist (see compliance with Chapter 4, Section 7 of the SMP).

Consistency with SMP Chapter 4, Section 3 Critical Areas

SMP 4.B.3.: The Marysville Critical Areas Regulations, as codified in Chapter 19.24 MMC (dated May 2nd, 2005, Ordinance #2571), are herein incorporated into the SMP.

The proposal would comply with regulations of SMP 4.B.3 to ensure protection of critical areas surround the site. For additional discussion refer to the submitted Critical Areas Report.

Consistency with SMP Chapter 4, Section 6 Parking

SMP 4.B.6.c.2.: Parking in a shoreline jurisdiction must directly serve a permitted shoreline use.

The proposed industrial development would provide a total of 45 parking spaces for the Commercial Trucking Storage and Operations Maintenance Facility which is permitted as a conditional use within the High Intensity environment under the City's SMP.

SMP 4.B.6.c.3.: Parking facilities shall be designed and landscaped to minimize adverse impacts upon the adjacent shoreline and abutting properties. Landscaping shall consist of native vegetation and/or plant materials approved by the City and be planted before completion of the parking area in such a manner that plantings provide effective screening within three years of the project completion.

A parking demand accumulation analysis was performed based on the typical daily operation expected at the site. According to City of MMC 19.18.160, office uses require one space per 400 square feet and motor vehicle or machinery repair (without sales) uses require two spaces plus two additional spaces per service bay. Based on the 7,800 square foot office space and the five service bays, the project would be required to provide 32 parking spaces. The project is proposing to provide 45 parking spaces; therefore the proposed parking supply would exceed MMC 19.18.160. Ten percent (3,955 square feet) of the parking area would be landscaped with Type D landscaping to provide visual relief while maintaining clear sight lines within the parking area. The landscaping areas would be planted with native materials and approved by the City.

SMP 4.B.6.c.6.: Parking facilities shall provide adequate facilities to prevent surface water runoff from contaminating water bodies, using best available technologies and include a maintenance program that will assure proper functioning of such facilities over time.

Water quality treatment is required and would be provided by an onsite biofiltration swale located on the west side of the site adjacent to SR-529. A biofiltration swale maintenance plan would be submitted concurrent with building permit submittal materials.

Consistency with SMP Chapter 4, Section 7 Public Access

SMP 4.B.7.c.1.c.: Where a use which is not a priority shoreline use under the Shoreline Management Act (SMA) locates on a shoreline of the state, the use or development shall provide public access to mitigate this impact.

The proposal would provide a 20-foot public access easement along the north edge of the site boundary adjacent to Ebey Slough. Ebey Slough is designated as a shoreline of state-wide significance. The purpose of the 20-foot public access easement is to provide the public with the ability to have a view of the water and the shoreline from the upland. The 20-foot public access easement would provide long-term recreational benefits to the future use of the site and be consistent with the priorities of the SMA. As previously stated, this 20-foot public access easement would provide only visual access to the shoreline; however, the access would afford recreational opportunities to the public, as directed by RCW 90.58.020, such as bird watching and walking, while still promoting public safety and environmental protection.

SMP 4.B.7.b.3.: Public access should be provided as close as possible to the water's edge without causing significant ecological impacts and should be designed in accordance with the Americans with Disabilities Act.

The 20-foot public access easement would be designed to meet the applicability of the public access requirement by providing the ability to view the shoreline. The physical ability to touch the water's edge would not be appropriate on this site because of the steep slopes and the slick, hydric soils that could cause significant detrimental ecological impacts. The 20-foot public access easement would be designed in accordance with the ADA, in compliance with SMP 4.B.7.b.3 Public Access Policies.

SMP 4.B.7.b.5.: Public access should be designed to provide public safety and comfort and to minimize potential impacts to private property and individual privacy. There should be a physical separation or other means of clearly delineating public and private space to avoid unnecessary user conflict.

A fence would be installed to separate access to the wetlands and to the Washington Trucking operations from the 20-foot public access easement.

The applicant would coordinate with WSDOT regarding any permitting requirement for the 20-foot public access easement which would extend into the public right-of-way. The WSDOT project is scheduled to begin in 2010 and finish in 2012. Upon completion of the WSDOT SR-529 expansion, the applicant would work to coordinate the 20-foot public access easement with WSDOT's new bridge and highway expansion.

SMP 4.B.7.b.9.: Commercial and industrial waterfront developments should be encouraged to provide for visual and pedestrian access to the shoreline area where ever feasible.

As previously stated, the 20-foot public access easement encourages pedestrian access by providing visual access to the shoreline from the upland portion of the north side of the site. This access would provide recreational opportunities to the public, as directed by RCW 90.58.020, such as bird watching and walking, while still promoting public safety and environmental protection.

SMP 4.B.7.b.10.: The acquisition of suitable upland shoreline properties to provide access to publicly owned shorelands should be encouraged.

As previously stated, the north edge of the site would provide a suitable upland area for the 20-foot public access easement if it is limited to visual access to the shoreline. By providing visual access to the shoreline along the northern site edge and adjacent to Ebey Slough, the 20-foot public access easement would meet the applicability of the SMP 4.B.7.a. The 20-foot wide public access easement on the east, south and west sides of the site that would not provide physical public access would be vegetated with a native grass/wildflower mix.

SMP 4.B.7.c.5.: Public access sites shall be connected directly to the nearest public street or public right-of-way-and shall include provisions for physically impaired persons, where feasible.

The 20-foot public access easement would commence at the northwest corner of the site adjacent to the east side of the WSDOT right-of-way. Upon completion of the WSDOT SR-529 expansion, the applicant would attempt to work to coordinate the 20-foot public access easement with WSDOT's new bridge and highway expansion.

Consistency with SMP Chapter 4, Section 8 Shorelines of State-Wide Significance Regulations

Chapter 4, Section 8 of the SMP incorporates the policies outlined in RCW 90.58.020 to define the use preference for shorelines of state-wide significance, and directs the SMP to give preference to uses, in the following order of preference, which:

1. Recognize and protect the statewide interest over local interest.

As previously stated, the proposed project would be designed to protect the natural character and the resources and ecology of the Ebey Slough shoreline by preventing intrusion into and degradation of the estuarine wetlands that lie between the site and Ebey Slough. These wetlands provide valuable habitat to salmonids and other wildlife, sediment trapping and essential flood control to the Snohomish River system. Water treatment is required and would be provided by a biofiltration swale to treat potential contaminated runoff from the site. In addition, an oil and water separator would be located on the east side of the vehicle-maintenance bays. The oil and water separator would discharge to the sanitary sewer line on the northeast portion of the site. The Applicant would work with the Tulalip Tribes Natural Resource Department and the Washington State Department of Ecology to ensure adequate treatment of stormwater is provided and does not pose a potential threat to the multi-jurisdictional habitat restoration project east of the site or to the valuable habitat surrounding the site.

2. Preserve the natural character of the shoreline.

The proposal would not affect the natural character of the shoreline. The development is proposed on the upland portion of the site and would include a 70-foot setback from the shoreline. The setback would include a 50-foot shoreline restoration buffer of native plants to enhance the character of the shoreline and ensure adequate shoreline protection. The permanent installation of a 50-foot native vegetation buffer around the perimeter of the site would comply with the policies and regulations of SMP 4.B.11 Vegetation Conservation. In accordance with SMP 9.1 Restoration Goals and Objectives, the invasive plants that dominate the upland edge of the wetlands and side channel would be removed and native plant materials installed on the upland site, with a preference for plants tolerant to drought and with phytoremediative properties. All healthy trees and standing snags would be retained to the extent feasible. Additional native conifers would be planted in the buffer, to provide year round shade to protect the thermal regime of the water, for soil stability and for bird and wildlife habitat.

3. Result in long-term over short-term benefit.

The site has been neglected over the years with undocumented fill, invasive species and the abandonment of a dilapidated barge sometime in the late 1970s or early 1980s. The proposal would include extensive site clean-up before development commenced. The dilapidated barge would be removed from the site.

Based on the subsurface conditions discussed in Phase II Environmental Site Assessment, additional ground water assessment and soil samples are proposed to define the depth of the contamination. Ground water conditions need to be evaluated to assess the occurrence and extent of potential contamination of the ground water at the site and ground water flow direction. Based on the additional characterization, the use of Ecology's Voluntary Cleanup Program (VCP) may be employed. If necessary, this VCP would result in a long-term benefit to the site.

The proposal would also include a 50-foot restoration buffer that would remove invasive species and plant native species to provide long-term ecological restoration on the site. The 20-foot public access easement proposed on the north portion of the site adjacent to Ebey Slough would provide the public with long-term visual access to the shoreline.

4. Protect the resources and ecology of the shoreline.

As previously stated, the 50-foot restoration buffer would provide ecological enhancements to the shoreline and protect the resources of the shoreline. The 20-foot wide public access easement on the east, south and west sides of the site, which would not provide physical public access would be vegetated with a native grass/wildflower mix. The biofiltration swale stormwater system would provide water quality treatment to protect the resources and ecology of the shoreline and an oil and water separator would be located on the east side of the vehicle-maintenance bays. The oil and water separator would discharge to the sanitary sewer line on the northeast portion of the site.

5. Increase public access to publicly owned areas of the shoreline.

The 20-foot public access easement proposed on the north portion of the site adjacent to Ebey Slough would provide the public with long-term visual access to the shoreline.

6. Increase recreational opportunities for the public on the shoreline.

The 20-foot public access easement would provide passive recreational opportunities such and birding and shoreline views from upland locations.

Consistency with SMP Chapter 4 Section 9 Signage

SMP 4.B.9.c.1.: All signs shall be located and designed to avoid interference with vistas, viewpoints and visual access to the shoreline.

A decision on specific sign locations has yet to be determined. A detailed sign plan would be submitted to the City with building permits and would comply with MMC 19.20 and SMP 4.B.9.

MMC 19.24.380 regulates fencing and signage requirements adjacent to a regulated wetland or stream corridor. The applicant proposes to install a two rail fence with pressure treated posts and rails, cemented into the ground with either cedar or treated rails, or alternative materials subject to approval by the City. Signs posted along the buffer boundary at a minimum of one every 100 feet would designate the presence of the environmentally sensitive areas.

Consistency with SMP Chapter 6 Shoreline Use Provisions Section 5 Industry

SMP 6.B.5.c.1.: Only water-dependent and water-related industrial development shall be permitted in the shoreline jurisdiction. Existing non-water-oriented uses may be expanded, provided ecological restoration is provided, as directed by the City.

The proposed project would be designed to protect the natural character and the resources and ecology of the Ebey Slough shoreline by preventing intrusion into and degradation of the estuarine wetlands that lie between the site and Ebey Slough. These wetlands provide valuable habitat to salmonids and other wildlife, sediment trapping and essential flood control to the Snohomish River system. The proposal, as designed, would also reduce potential contamination of the wetlands and slough by minimizing the possibility of contaminated runoff escaping the site.

The Ebey Slough side channel to the east side of the site is a shoreline that must be considered in the project development. The SMP Chapter 3.B.3.c Urban Conservancy Environment Management Policies state that for shoreline areas adjacent to commercially navigable waters, water-dependent uses should be given highest priority. However, the side channel fills with water only during higher tides, and therefore, is not commercially navigable.

Water-dependent uses, such as cruise tours, river touring, shipping, shipbuilding and lumber mills, would not be appropriate to the site because navigable water access is limited to high tides only. Although dredging the channel would be allowed under the SMP, the channel is too narrow for dredging to deepen the channel significantly without disturbing the surrounding wetlands. Protecting the wetlands would be a higher priority under both the SMA and the SMP than would dredging the side channel to provide commercially navigable access for water-dependent uses on the site.

Because of its location in the estuary, this side channel shares the hydrology and functions of the wetlands, providing fish and wildlife habitat, sediment trapping and flood storage. At lower tides, the side channel is thick with slippery, mucky hydric soils and poses a safety hazard to human intrusion. To meet the conditions of approval under SMP provisions which permit a non-water-oriented use in a high-intensity industrial zone, public access must be provided; however, to safeguard the ecological functions of the surrounding wetlands and to secure human safety, the most appropriate public access to the side channel would be visual rather than physical. Therefore, the project does not propose to provide physical access to the side channel; instead, it would provide visual access to the wetlands from the upland on the north portion of the site via a 20-foot public access easement.

Water-dependent uses on the project site could degrade the natural ecosystem of the estuary. While the Industry section of the SMP sets forth regulations regarding the preferred water-dependent uses for land designated for industrial use, at the beginning of the SMP Chapter 6, general use provisions are outlined in Section B that apply to all uses, including industrial use which are:

- 1. The City will give preference to those uses that are consistent with the control of pollution and prevention of damage to the natural environment, or are unique to or dependent upon uses of the state's shoreline areas.*
- 2. The City will ensure that all proposed shoreline development will not diminish the public's health, safety, and welfare, as well as the land or its vegetation and wildlife, and will endeavor to protect property rights while implementing the policies of the Shoreline Management Act.*
- 3. The City will reduce use conflicts by prohibiting or applying special conditions to those uses which are not consistent with the control of pollution and prevention of damage to the natural environment or are not unique to or dependent upon use of the state's shoreline. In implementing this provision, preference will be given first to water-dependent uses, then to water-related uses and water-enjoyment uses.*

It is inevitable that there would be conflicts between the uses envisioned by the SMA and SMP and actual field conditions. According to SMP Chapter 2 Goals and Objectives, B. Elements, 1. Shoreline Use Element, Goal 9: *when resolving use conflicts, preference should be given to uses and activities that protect and restore ecological functions, to control pollution, and prevent damage to the natural environment and public health.*

Therefore, the applicant proposes that the SMP provisions requiring water-dependent uses would be subordinate to those provisions requiring the protection of the estuary and wetlands, as suggested by the SMP Chapter 2 Goals and Objectives and SMP Chapter 6 Shoreline Use general provisions.

Consistency with Chapter 6, Section 5 General Regulations

In order to comply with the SMP Chapter 6 Section 5 general regulations, the applicant proposes the following:

- 1. Only water-dependent and water-related industrial development shall be permitted in the shoreline jurisdiction. Existing non-water-oriented uses may be expanded, provided restoration is provided, as directed by the City.*

The Applicant would provide a 50-foot buffer of restored native vegetation around the perimeter of the site consisting of native vegetation in conjunction with a non-water-oriented use, as directed by the City.

- 2. The amount of impervious surface shall be the minimum necessary to provide for the intended use. The maximum impervious surface is 85 percent total lot area. The remaining land area shall be landscaped with native plants or treated as directed by the City.*

The maximum impervious surface would be approximately 50 percent of the total upland site. Internal landscaping and perimeter vegetation would use native plants, as directed by the City.

3. *Water-dependent industry shall be located and designed to minimize the need for initial and/or continual dredging, filling, spoil disposal, and other harbor and channel maintenance activities.*

There would be no dredging in Ebey Slough or the side channel as part of the proposal.

4. *Piers, moorage, slips, floats, and launching facilities may be permitted accessory to industrial development, provided:*

a. The facility will serve a water-dependent or water-related use.

b. The facility does not constitute a hazard to navigation.

c. All other provisions pertaining to these uses are met. (See "Piers and Docks," Chapter 5 Shoreline Modifications Provisions B.3.)

No piers, moorage, slips, floats or launching facilities would be installed as part of this development, due to the limited water access in the side channel only during higher tides.

5. *Storage and/or disposal of industrial wastes is prohibited within shoreline jurisdiction; PROVIDED, that wastewater treatment systems may be allowed in shoreline jurisdiction if alternate, inland areas have been adequately proven infeasible.*

Industrial wastes would neither be stored nor disposed of on the site as part of the proposed development.

6. *At new or expanded industrial developments, the best available facilities practices and procedures shall be employed for the safe handling of fuels and toxic or hazardous materials to prevent them from entering the water, and optimum means shall be employed for prompt and effective cleanup of those spills that do occur. The City may require specific facilities to support those activities as well as demonstration of a cleanup/spill prevention program.*

The best available facilities practices and procedures would be employed for the safe handling of oils and toxic or hazardous materials to prevent them from entering the water, and optimum means would be employed for prompt and effective cleanup should spills occur. No refueling facilities are proposed for this project. Water quality treatment is required and would be provided by a biofiltration swale drainage system designed to ensure clean stormwater discharge from the site. A cleanup/spill prevention program would be provided if requested by the City.

Oil and other lubricants associated with automotive repair and maintenance would be stored onsite in a secondary containment area on the south side of the vehicle-maintenance bays. A 3-inch curb would be installed around the perimeter of the containment area to prevent potential spills from escaping the site. Eye washing stations would be located in the vehicle-maintenance bay area to provide immediate access in case of an emergency.

An oil and water separator would be located on the east side of the vehicle-maintenance bays to collect any oils, gas or grease that are produced as part of the maintenance activity within the bays. The oil and water separator would discharge to the sanitary sewer line on the northeast portion of the site.

7. All new or expanded upland industrial development shall be set back from the shoreline at least 70 feet and buffered from adjacent shoreline properties which are used for non-industrial purposes according to the standard described in the environment designation matrix. Industrial buildings, parking lots, storage areas, and work areas shall be set back from side property lines at least 10 feet and planted with native vegetation as directed by the City or as otherwise outlined in MMC 19.12.040 and 19.16.090.

Site development would be set back from the shoreline at least 70 feet. Unpaved areas would be planted with native vegetation as directed by the City or as otherwise outlined in MMC 19.12.040 and 19.16.090.

A 50-foot restoration landscape buffer would be planted around the perimeter of the site. The restoration landscape buffer would include native evergreen and deciduous shrubs, trees and herbaceous groundcover, and would be designed to out-compete invasive species. If feasible, native plant species with phytoremediative¹ properties would be included in the landscape plan to attenuate possible soil contamination within the setback. Because the site is elevated above the wetlands, primarily upland species would be planted in elevations above the ordinary high water mark (OHWM) of Ebey Slough.

The 20-foot wide public access easement on the east, south and west sides of the site that would not provide physical public access would be vegetated with a native grass/wildflower mix.

8. Consistent with other provisions of this master program, ports and/or industry shall provide public access to the shoreline and/or provide opportunities for public viewing of the industrial activity according to Section 4.B.7, "Public Access."

Consistent with other provisions of the master program, public visual access would be provided to the shoreline according to Section 4.B.7, "Public Access." A 20-foot public access easement is planned around the perimeter of the site. Physical public access would be limited to visual shoreline access on the north side of the site. The east, south and west portions of the 20-foot public access easement that would not provide physical public access would be vegetated with a grass/wildflower mix.

9. Display and other exterior lighting shall be designed, shielded, and operated to minimize glare, avoid illuminating nearby properties, and prevent hazards for public traffic.

Display and other exterior lighting would be installed to minimize glare, avoid illuminating nearby properties and prevent hazards for public traffic.

10. *Storm water BMPs shall be followed. See the City's storm water management ordinance.*

Storm water BMPs would be followed, pursuant to the City's storm water management ordinance.

D. Consistency with Conditional Shoreline Development Permit Criteria

The purpose of a conditional use permits is to allow greater flexibility in administrating the use regulations of the master program in a manner consistent with the policies of the Shoreline Management Act (SMA). Conditional use permits may also be granted in circumstances where denial of the permit would result in a thwarting of the policy enumerated in the SMA. Below are the criteria for the criteria granting a conditional use permit followed by the applicant's response:

a. The uses which are classified or set forth in the master program as conditional uses may be authorized, provided the applicant can demonstrate all of the following:

1. That the proposed use will be consistent with the policies of the SMA and the policies of the master program.

The proposal is consistent with the previously referenced Shoreline Management Act (SMA) and the Marysville Shoreline Master Program (SMP).

2. That the proposed use will not interfere with the normal public use of public shorelines.

No physical access would be provided from the site to the shoreline and no proposed Washington Trucking activities would interfere with public access to the slough via canoe, kayak and other shallow-draft boats entering from Ebey Slough during higher tides. The proposal would increase public access to the shoreline via the proposed 20-foot public access easement on the north side of the site. The access easement would allow the public to view the shoreline from an upland location.

3. That the proposed use of this site and design of the project will be compatible with other permitted uses within the area.

The proposal would not be materially detrimental to uses or property in the immediate vicinity and would be compatible with the character, appearance, quality of development and physical characteristics of the site and surrounding area. This high intensity industrial area south of the Marysville downtown is separated from any commercial, residential and public facility uses by Ebey Slough, and includes only two uses, urban conservancy estuarine and emergent wetlands and general industrial properties. The industrial lands comprise the WSDOT highway right-of-ways for Interstate 5 and SR-529, the Burlington Northern Santa Fe railroad right-of-way, and the proposed Washington Trucking project site. The proposed project would have no impact on the activities of the railroad. The project would not conflict with highway operations. The project has

been designed in coordination with the WSDOT plans to expand SR-529 and the bridge over Ebey Slough.

The Commercial Trucking and Operations Maintenance Facility would be constructed outside the 70-foot shoreline setback which would include 50 feet of native vegetation to protect and restore the shoreline and a 20-foot public access easement to provide views of the shoreline from the upland on the north side of the site. The proposed 2-story administration building and maintenance bays would be approximately 32 feet in height. This is consistent with the maximum allowed height in the General Industrial (GI) zone for a Shoreline Conditional Use Permit, which is 65 feet. The maximum impervious surface would be approximately 50 percent of the total upland site, which is consistent with the maximum allowed impervious surface in the GI zone, which is 85 percent.

4. That the proposed use will cause no unreasonable adverse effects to the shoreline environment designation in which it is to be located.

The proposed project would be designed to protect the natural character and the resources and ecology of the Ebey Slough shoreline by preventing intrusion into and degradation of the estuarine wetlands that lie between the site and Ebey Slough. These wetlands provide valuable habitat to salmonids and other wildlife, sediment trapping and essential flood control to the Snohomish River system. The proposal, as designed, would also reduce potential contamination of the wetlands and slough by minimizing the possibility of contaminated runoff escaping the site. Water quality treatment is required and would be provided by a biofiltration swale to treat stormwater from the site before it is discharged to a ditch parallel to SR-529 to ensure the estuarine environment surrounding the site to the north, east and south is protected. In addition, an oil and water separator would be located on the east side of the vehicle maintenance bays. The oil and water separator would discharge to the sanitary sewer line on the northeast portion of the site.

The proposal would not affect the natural character of the shoreline. The development is proposed on the upland portion of the site and would include a 70-foot setback from the shoreline. The setback would include a 50-foot shoreline restoration buffer of native plants to enhance the character of the shoreline and ensure adequate shoreline protection. The permanent installation of a 50-foot native vegetation buffer around the perimeter of the site would comply with the policies and regulations of SMP 4.B.11 Vegetation Conservation. In accordance with SMP 9.1 Restoration Goals and Objectives, the invasive plants that dominate the upland edge of the wetlands and side channel would be removed and native plant materials installed on the upland site, with a preference for plants tolerant to drought and with phytoremediative properties. All healthy trees and standing snags would be retained to the extent feasible. Additional native conifers would be planted in the buffer, to provide year round shade to protect the thermal regime of the water, for soil stability and for bird and wildlife habitat.

5. *That the public interest suffers no substantial detrimental effect.*

As previously referenced, the public would benefit by the proposed 20-foot public access easement that would afford views of the shoreline from the upland on the north portion of the site. The development of the Commercial Trucking Storage and Operations Maintenance Center would maximize the potential of a vacant and previously neglected site. The proposed development would centralize the operation and dispatch of Washington Trucking's commercial trucking fleet and include extensive site clean-up and restoration as part of the development proposal. The site would be landscaped with Type C landscaping on the west side of the site and Type D in the north parking lot area. The development would include a 50-foot restoration buffer around the perimeter of the site and would be designed to address the environmentally sensitive areas surrounding the site.

E. Consistency with Comprehensive Plan and Zoning Regulations

The primary goal of the City of Marysville Comprehensive Plan, adopted April 2005, is to provide guidance for Marysville's future growth and development over the next 20 years. The proposal is consistent with the following 2005 Comprehensive Plan policies:

Land Use Policies:

LU-7 Preserve open spaces, natural areas and buffer zones, wetlands, wildlife habitats, and parks in and outside of the Urban Growth Area.

The proposed Commercial Trucking Storage and Operations Trucking Facility project would be designed to preserve the shoreline and estuarine and emergent wetlands adjacent to the site by establishing a 70-foot wide setback that would protect and separate the shoreline and the wetlands from the site. The proposed 70-foot setback would contain a 50-foot restoration buffer and a 20-foot public access easement. Limiting the proposed 20-foot public access easement on the north side of the site to visual access only would also prevent wetland degradation from human intrusion. In addition, the biofiltration swale would be designed to treat runoff, to minimize the possibility of contaminated runoff entering the wetlands and slough.

LU-10 Preserve and enhance the quality of living, trading and working districts by dedicating open space, preserving and restoring trees and vegetation, and designing development site plans sensitive to natural land forms, water resources, and life systems.

The project has been designed to avoid impacts to the adjacent sensitive areas. The permanent installation of a 50-foot native vegetation buffer around the perimeter of the site would be designed to preserve the sensitive areas around the site. The invasive plants that dominate the upland edge of the wetlands and side channel would be removed and native plant materials installed on the upland site, with a preference for plants tolerant to drought and with phytoremediative properties. All healthy trees and standing snags would be retained to the extent feasible. Additional native conifers would be planted in the buffer, to provide year round shade to protect the thermal regime of the water, for soil stability and for bird and wildlife habitat.

A tall stand of trees is growing on the west boundary of the site and would be retained to the extent feasible. Some of these trees would be removed during the construction of SR-529; however, the design calls for the treescape to be restored in a Type C landscape buffer that would be incorporated into the required 70-foot setback. The applicant proposes to maintain the existing landscape screen on the western boundary until road construction begins. When the SR-529 expansion is complete, the applicant would finalize the installation of the 20-foot wide Type C landscape to screen the industrial use of the site from the public arterial right-of-way on the west portion of the perimeter, as required by MMC 19.16.090. This would accomplish the intent of the MMC landscaping development standard by providing a visual screen and barrier as a transition between differing land uses (MMC 16.010(3)) and retaining existing vegetation and significant trees to the extent feasible (MMC 16.16.010(4)).

LU-177 Minimize the impact of industrial developments on adjacent land uses through appropriate landscaping, screening, buffers, graduated land use intensity and similar methods.

See response to LU-10.

Environmental Goals & Policies

EN-1 Recognize the natural environment as an integrated unit composed of interacting land, water and air resources. Make every effort to insure that the health and stability of this resource system is maintained.

See response to LU-10.

EN-6 Where appropriate, provide pedestrian and bicycle trails in association with open spaces and natural areas.

The 20-foot public access easement would provide visual access to the shoreline on the north side of the site and would afford recreational opportunities to the public, such as bird watching and walking. The trail would be designed in accordance with ADA standards.

EN-9 Designate and protect environmentally sensitive lands using the best available science.

During project construction, Best Management Practices (BMPs) would be followed to ensure that the minimum amount of vegetation is disturbed on the site. Development would be contained to the previously developed portions of the site, respecting a 70-foot buffer around critical areas. Following project construction, the buffer of the critical areas would be enhanced. Invasive vegetation would be removed and replaced with species native to Ebey Slough.

The proposed Commercial Trucking Storage and Operation Maintenance Facility would be designed to meet all requirements set forth in the *2001 Washington State Department of Ecology Stormwater Management Manual* for the Puget Sound Basin. During site preparation TESC measures would be implemented and BMPs would be used.

EN-16 Protect natural systems of the environment.

See response to LU-7.

EN-27 Protect and enhance surface water quality and the natural character of shorelines for drainage control.

Water quality treatment is required and would be provided by a biofiltration swale. From the outfall of the biofiltration swale, the runoff would travel through a ditch on the east side of SR-529 to Ebey Slough. The distance from the biofiltration swale to Ebey Slough is approximately 600 feet.

This project conforms to all requirements set forth in the *2001 Washington State Department Ecology Stormwater Management Manual* for the Puget Sound Basin. The City requires the use of this manual.

An oil and water separator would be located on the east side of the vehicle-maintenance bays to collect any oils, gas or grease that are produced as part of the maintenance activity within the bays. The oil and water separator would discharge to the sanitary sewer line on the northeast portion of the site.

EN-28 All developments should be sensitive to natural systems, recognizing the natural beauty and character of the land and its vegetation.

The project is designed to protect the essential functions and values of the slough and estuary, by preventing human intrusion into the wetlands and slough side channel from the site. The 20-foot public access easement would provide visual access to the wetlands, shoreline and scenic views. The 50-foot restoration buffer of native vegetation around the perimeter of the site would provide scenic views, but would include a streetscape to provide shade to protect the thermal regime of the water, to stabilize the soil and to provide a habitat for birds and terrestrial wildlife.

EN-29 Discourage development of wetlands. Any development in wetland areas should be sensitive to their importance as wildlife habitats, and to their hydrologic function. Minimize potential disruption of these sites through appropriate setbacks, buffers, limits on grading, filling and impervious surfaces, storm water treatment, and similar measures.

The project is designed to avoid any impacts to the essential estuarine wetlands surrounding the site, by separating the development from the shoreline with the 70-foot setback and preventing access from the site into the wetlands and slough side channel. During construction BMPs would be followed to ensure that the minimum amount of vegetation is disturbed on the site.

EN-35 Preserve and develop direct and visual public access to water, including public docks, aquatic recreation, marine facilities, and scenic vistas, in a manner consistent with the Shoreline Management Act (SMA).

The 20-foot public access easement on the north portion of the site would provide visual access to the wetlands, shoreline and scenic views. However, according to the SMA, it is a higher priority to preserve the natural character of the shoreline and protect the resources and ecology of the shoreline. Therefore, this project proposes to provide only visual access from the public access easement to avoid human intrusion to the wetlands surrounding the site.

EN-38 Encourage the use of native plant materials, rather than imported or exotic plants, as well as drought tolerant plants to decrease water usage as well as provide habitats for wildlife.

The permanent installation of a 50-foot native vegetation buffer around the perimeter of the site would include drought tolerant species. The invasive plants that dominate the upland edge of the wetlands and side channel would be removed and native plant materials installed on the upland site. All healthy trees and standing snags would be retained to the extent feasible. Additional native conifers would be planted in the buffer, to provide year round shade to protect the thermal regime of the water, for soil stability and to provide bird and wildlife habitat. These measures also comply with SMP 4.B.11.b.2. Shorelines of State-wide Significance Regulations – Policies, which direct development to “protect and restore existing diversity of vegetation and habitat values, wetlands and riparian corridors associated with shoreline areas” in order to “preserve the natural character of the shoreline.”

The 20-foot wide public access easement on the east, south and west sides of the site that would not provide physical public access would be vegetated with a native grass/wildflower mix.

The 20-foot Type C landscaping buffer along the west side of the site and the Type D parking lot landscaping areas would be planted with native plants and drought resistant species to minimize maintenance and decrease water usage. Invasive species along the western site boundary would be removed and significant trees and vegetation would be retained to the extent feasible to provide continuity adjacent to SR-529 as well as habitat for wildlife.

EN-43 Protect and enhance the natural character of shorelines for wildlife habitat.

The project is designed to protect the essential functions and values of the slough and estuary, by preventing human intrusion into the wetlands and slough side channel from the site. The restored 50-foot buffer of native vegetation around the perimeter of the site would include a streetscape, which would provide shade to protect the thermal regime of the water, would stabilize the soil and provide a habitat for birds and terrestrial wildlife.

EN-44 Protect streams and drainage ways that provide habitats for fish spawning, rearing, and transportation from adverse impacts of land development that might decrease low flows or increase high peak flows, reduce recharge areas for streams, increase bank or bed erosion, or increase turbidity of the water.

The project is designed to avoid impacts to the estuarine wetlands and the slough side channel, which provide essential habitat to salmonids. The restored buffer of native vegetation around the perimeter of the site would include a treescape that would provide shade to protect the thermal regime of the water and would stabilize the soil.

EN-47 Protect scenic views and sites so present and future generations may enjoy them.

The 20-foot public access easement would provide visual access to the shoreline, wetland and surrounding scenic views and would afford recreational opportunities such as bird watching and walking.

Parks and Recreation Policies

PK-16 Develop a pedestrian and bicycle system throughout the greater Marysville area.

Upon completion of the SR-529 Ebey Slough Bridge Replacement project, the applicant would work with WSDOT in an effort to allow the 20-foot public easement to be located to align with the pedestrian and bicycle lane on the new bridge and highway.

F. Zoning

The property is zoned General Industrial (GI), trucking and courier service, wholesale trade, commercial vehicle storage, and truck repair are permitted uses within the GI zone. Retail sales are limited to products manufactured on site; provided, that not more than 20 percent of the constructed floor area is devoted to such sales. The maximum impervious surface allowed is 85%, the maximum height is 65’.

The proposal will be subject to special limitations outlined in Section 19.14.200 MMC, *Special limitations in the industrial zones*, as it relates to illumination, storage and handling of liquids, gases and explosives, etc.

G. Phase 1 and II Environmental Site Assessment(s)

The applicant submitted a *Phase I Environmental Site Assessment* prepared by Environmental Associates, Inc., dated April 17, 2007 and a *Phase II Environmental Site Assessment* prepared by Associated Earth Sciences, Inc., dated August 7, 2008. According to the Phase II report, the following soil contaminants were found to be above the *Model Toxic Cleanup Act* (MTCA) standards:

- **Hydrocarbons** - Bunker C-range hydrocarbons at 4 sample sites (S-1, S-6, S-8, and S-10).
- **RCRA 8 Metals** – Arsenic at 1 sample site (S-10) and boring site (B-1-13).

The following groundwater contaminants were found to be above the MTCA standards:

- **Hydrocarbons** – Lube oil-range at 1 monitoring well (MW-3). Diesel-range at 3 locations (MW-1, MW-2, MW-3).
- **PAHs** – benzo (a) pyrene at 1 monitoring well (MW-1); also found to be above the clean up level for ‘total carcinogenic PAHs’ at MW-1, MW-2 and MW-3.

According to the report, AESI is currently working with the site owners to develop a site-specific *Cleanup Action Plan* (CAP) under Department of Ecology’s (DOE’s) ‘Voluntary Cleanup Program’ (VCP). The applicant will be required to submit a copy of the approved CAP to the city for review. Additionally, prior to construction plan approval, or as otherwise approved by the city, the applicant will be required to submit documentation from the DOE that the site has been ‘cleaned-up’ in accordance with the VCP and that the site is now suitable for public use.

H. Cultural Resource Survey

The applicant submitted an *Archaeological Resources Report*, prepared by Landau Associates, dated May 7, 2008. The report concluded that no historic or prehistoric cultural resources were observed during the walking survey and subsurface soil testing in the Washington Trucking project area. Therefore, Landau Associates recommends no further archaeological work be

conducted unless proposed ground disturbance exceeds 60 cm below ground surface. The report states that given the distribution of Native American place names, historic development, and known prehistoric and historic sites, the project is located within a high probability zone for archaeological materials should the ground disturbance for the proposed development penetrate beneath the fill layer into native alluvium. If construction activities yield buried prehistoric to historic material cultural and/or human remains, the project should be temporarily halted until representatives of the US Army Corp of Engineers, the Tulalip Tribes, and DAHP are consulted to assess and protect the resource.

I. Floodplain Regulations

The subject property is mapped within the 100-year floodplain of Ebey Slough and Steamboat Sloughs by Snohomish County. The Flood Insurance Rate Map (FIRM) also designates this site as within the 100-year floodplain (Zone AE). The FIRM floodplain elevation has been identified by FEMA as NGVD 27 elevation of 9' or NAVD 88 elevation of 12.7'. However, data for the FIRM was collected in the 1970s. According to the applicant's Critical Areas Report (CAR), the project site was isolated by filling activities that commenced in the 1950's, when construction began on a new Highway 99 in the 1950's. Structural fill material was deposited on top of the western-half of the 67-acre parcel, particularly in the northwest section of the parcel where the project site is located. Since the 1970's, most of the parcel has reverted to wetlands, with the exception of the 10-acre flat area to the northwest, which was the location of continued undocumented fill. From the late 1970's to the early 2000's, the previous owner used the upland site for a concrete and asphalt recycling operation. Today, the 10-acre project site forms a sort of upland island surrounded by wetlands. According to the City's LIDAR information, the majority of the site now lies above the 13-foot floodplain contour. This is consistent with the applicant's survey information that was provided in the application submittal, which measured most of the upland site as above the 14-foot elevation.

The estuarine wetlands and Ebey Slough side channel lie within the floodplain corridor of Ebey Slough. As previously stated, the majority of the project site has been surveyed above the 100-year floodplain. Although the building footprint for this project lies above the floodplain, the project would be designed with all due consideration for the requirements outlined in MMC Chapter 16.32 *Floodplain Management* and Chapter 4, Section 5 *Flood Hazard Reduction and River Corridor Management* of the SMP. As indicated on Page 18 of the Washington Trucking - Narrative Statement, prepared by Shockey/Brent, Inc., the operation and maintenance building would be designed to rise above the 100-year floodplain elevation by a minimum of two feet. All applicable building standards for flood hazard protection as described in MMC 16.32.140 would be applied in construction of the office building, maintenance bays, parking and storage areas and drainage system.

According to the preliminary construction drawings, it appears that portions of the parking area and the drainage system will be built below the FIRM 100-year floodplain elevation. Therefore, some parking lot flooding may occur during a large flood event. Additionally, the drainage swale is proposed within the 100-year floodplain, therefore, it may fail during large flood events. For Ebey Slough, the mean higher high tide has been established as allowed in RCW 90.58.030(2)(b) as 8.86 feet, NAVD 88 and is used as the jurisdictional ordinary high water mark (OHWM) for Ebey Slough. All storm water facilities will be required to meet the *2001 DOE Storm Water*

Manual requirements as adopted by the City. Due to the proposed elevation of the storm water facilities, prior to civil plan approval, the applicant will be required to demonstrate that the biofiltration swale will function during high tide events associated with Ebey Slough.

J. Critical Areas

The applicant submitted a *Critical Areas Report (CAR)* prepared by Shockey/Brent, Inc., dated May 2008 and a supplemental memo dated August 1, 2008 for the subject property. The report identifies 3 wetlands within the project area. Wetland A is categorized as an estuarine wetland with an unconsolidated bottom; Wetland B is described as palustrine freshwater, emergent, seasonally flooded, tidal wetland; and Wetland C is identified as an extension of the emergent wetland to the south (as delineated by WSDOT for the bridge project). WSDOT is pursuing a temporary construction easement in the northwest corner of the Washington Trucking site, as well as proposing permanent impacts to Wetland C, a portion of which is currently located on the Washington Trucking site. On pages 5-6 of an August 18, 2008 letter from Ecology NWRO, Multi-Agency Permitting Team to the WSDOT NWR Environmental Permit Coordinator, Ecology states that the wetlands within the project area (Wetlands A, B, C, D, and E) are all part of a larger estuarine wetland and should be rated as one wetland. In a recent conversation, city staff spoke with a WSDOT representative who confirmed that WSDOT was revising their wetland report to be consistent with Ecology's finding. Therefore, the applicant's wetland study should be revised to consider Ecology's finding on adjacent affected wetlands.

No direct impacts to wetlands are proposed as a result of this project. However, it appears that a portion of the bioswale encroaches into the required 50' wetland buffer. Pursuant to Section 19.24.100(10) MMC, storm water management facilities, such as biofiltration swales may be located in the outer 25% of the wetland buffer provided they will have no negative effect on the function and purpose the buffer serve for the wetland or on the hydrologic connections, hydrophytic vegetation, and substrate characteristics necessary to support existing and designated beneficial uses. Prior to construction plan approval the applicant will need to demonstrate that these requirements have been met, or the biofiltration swale will need to be relocated outside the required buffer area.

The applicant has submitted a preliminary buffer mitigation/restoration plan which will need to be revised to be consistent with the planting requirements as outlined in MMC 19.24.100(3) (a minimum of shrubs 5' on center, trees 10' on center). Additionally, prior to construction plan approval, a final detailed mitigation plan that is consistent with MMC 19.24.130(2); MMC 19.24.140; and MMC 19.24.150 shall be submitted to the city for review and approval.

The Washington State Department of Ecology has expressed concerns regarding the on-site treatment of storm water, including the treatment of runoff from the proposed truck wash facility. With regards to the general treatment of storm water on the site, the City has adopted the 2001 DOE Storm Water Manual, consistent with City code and prior to civil plan approval the applicant will be required to demonstrate compliance with said manual. With regards to the truck washing facility, the applicant has stated that in accordance with DOE's 2007 *Vehicle Equipment Washwater Discharge Best Management Practices (BMPs) Manual*, washwater will be collected by interior floor drains and discharged through an oil/water separator to the sanitary

sewer line. The City Engineer has commented that a coalescent plate oil/water separator will be required.

The City is in receipt of a letter dated October 24, 2008 from the DOE (Exhibit 50), which states that there is a discrepancy between the city's CAO requirement of a 125-foot buffer for the Category I wetland associated with Ebey Slough and the City's SMP 70' setback requirement. Ecology correctly points out that if there is a conflict between the two, the most protective provision applies, which in this case is the CAO's 125-foot buffer. In a letter dated October 28th, 2008 (Exhibit 51), the City responded that MMC Section 19.24.100 Table 1, establishes the following exception to 125' buffer:

Ebey Slough – 100 feet

Except in the following location: north and south shore of Ebey Slough between the western city limits, at approximately I-5, and 47th Ave NE a 25' buffer applies.

The Washington Trucking project lies between I-5 and 47th Ave NE, where the 25' wide buffer applies. Therefore, the more protective provision lies within the City's 70' SMP buffer requirement.

K. Traffic

Access to the site will be via an existing single-access driveway onto SR 529. SR 529 is a limited access highway regulated by the Washington State Department of Transportation (WSDOT). The site driveway is proposed to be located to align with the crossover access roadway that provides access between the northbound and southbound segments of SR-529. SR 529 is a one-way couplet in the site vicinity. The site plan has been developed to accommodate the SR 529 Ebey Slough Bridge Replacement project and widening planned by WSDOT. Sharif Shaklawun, PE with WSDOT has commented in a letter dated March 31, 2008 that his office is coordinating with Washington Trucking to determine what the expected level of traffic the site will have and what impacts that will have on SR 529. Thomas LaBolle, Transportation Engineer with WSDOT commented in an e-mail dated June 4, 2008 that WSDOT is intending to acquire substantial right-of-way for construction of the new alignment, as well as a construction easement for the construction of the proposed bridge. Our planned use of the easement would severely damage any landscaping that was placed adjacent to their development in this area. WSDOT is also planning on regrading an area between the driveway and bioswale. The applicant's site plan appears to reflect WSDOT's planned improvements. However, prior to construction plan approval, the applicant will be required to submit a letter from WSDOT stating they have reviewed the civil engineering drawings for the project and found them to be consistent with the proposed bridge design and SR 529 realignment.

Costs for street improvements within the vicinity of the subject property as well as other street improvement projects within the City have been calculated by the City's Transportation Plan. The estimated proportionate share contribution towards these improvements is \$2,000 per evening peak hour trip. The applicant has submitted a *Traffic and Parking Analysis* prepared by Heffron Transportation, Inc., dated April 3, 2008, revised August 12, 2008. The traffic analysis states that this project will generate approximately 10 pm peak hour trips onto City streets and will therefore be required to pay (\$2,000 x 10 trips) = **\$20,000** to the City to mitigate adverse

traffic impacts from this development. Payment will be required prior to building permit issuance.

Additionally, pursuant to the interlocal agreement (ILA) between the City and Snohomish County the development must mitigate impacts to county roads. There are two options for determining the development's proportionate share mitigation. The applicant may (1) prepare a comprehensive traffic study to determine the development's proportionate share impact to county adopted capacity improvements or (2) the applicant may have its proportionate share impact mitigation based on its average impact to County facilities as described in exhibit 2 of the ILA. In an e-mail dated September 16, 2008, Snohomish County Public Works commented that they agreed with the **\$2,719.20** mitigation amount as outlined in the traffic report. Prior to building permit issuance, the applicant shall be required to submit a signed offer to the County for traffic mitigation. Payment shall be made prior to issuance of building permits.

L. Conformance with SEPA

After evaluation of the applicant's environmental checklist submitted with the application, a Mitigated Determination of Non-Significance (MDNS) was issued on October 10, 2008. There were no appeals. This determination is hereby adopted by reference as part of this report.

M. Findings and Conclusions

1. The proposal as conditioned, is consistent with the City of Marysville Shoreline Management Master Program map designation, development policies and regulations.
2. The proposal as conditioned, is consistent with the conditional shoreline use criteria as established in the City's SMP.
3. The proposal as conditioned, is consistent with the *2005 City of Marysville Comprehensive Plan*.
4. The proposal as conditioned, is consistent with the City's Critical Areas Ordinance.
5. The proposal as conditioned, is consistent with the City's Floodplain regulations.

III. STAFF RECOMMENDATION

Based upon the above stated findings and conclusions, the Community Development Department recommends approval of the Conditional Shoreline Development Permit subject to the following conditions:

1. The applicant shall coordinate with WSDOT to establish a pedestrian connection between the proposed bridge project and the 20' public trail easement located on the subject property.
2. Prior to construction plan approval, the applicant shall submit a detailed lighting plan that demonstrates that industrial and exterior lighting shall not be used in such a manner that it produces glare on public highways. Arc welding, acetylene-torch cutting, or similar processes shall be performed so as not to be seen from any point beyond the outside of the property.

3. The site plan shall be revised to include either a 6' high, sight-obscuring fence or 5' wide Type A landscape buffer adjacent to all outside storage areas.
4. Prior to a final building inspection being granted, the applicant shall submit a *Spill Prevention Control and Countermeasures (SPCC)* Plan to the City for review and approval.
5. The applicant will be required to provide an 'Assignment of Bank Account' to the City of Marysville related to future landscape improvements located within the proposed 'temporary construction easement' area associated with the WSDOT Ebey Slough Bridge replacement project. If the project is not constructed within the 2010-2012 projected time frame (or as otherwise approved by the City), the applicant shall be required to install the required improvements consistent with the approved landscape plans. The amount held in the bank account will be for 140% of the cost of installation and materials. A detailed estimate prepared by a licensed landscape architect will need to be submitted to the City for review and approval.
6. Prior to construction plan approval, the applicant shall be required to demonstrate that the proposed biofiltration swale meets the requirements set forth in Section 19.24.100(10) MMC or the biofiltration swale will need to be relocated outside the required buffer area.
7. Prior to construction plan approval, the applicant will be required to submit a final, detailed mitigation plan to the city for review and approval that is consistent with MMC 19.24.130 through 19.24.150.
8. The applicant shall follow the recommendations outlined in the project's geotechnical report. Prior to granting of a final building inspection, the applicant shall be required to submit a letter from the project's geotechnical expert stating that all recommendations outlined in the geotechnical investigation and/or subsequent field investigations have been followed. (MDNS #1)
9. Prior to construction plan approval, the applicant shall submit a copy of the approved VCP to the City for review. Additionally, prior to construction plan approval, or as otherwise determined by the City, the applicant shall be required to submit documentation from the DOE that the site has been 'cleaned-up' in accordance with the VCO and the site is now suitable for public use. (MDNS #2)
10. If during construction activities, buried prehistoric to historic material, cultural, and/or human remains are found, the project shall be temporarily halted until representatives of the US Army Corp of Engineers, the Tulalip Tribes, and DAHP are consulted to assess and protect the resource. (MDNS #3)
11. Prior to civil plan approval, the applicant will be required to demonstrate that the biofiltration swale will function during high tide events associated with Ebey Slough. (MDNS #4)

12. Prior to construction plan approval, the applicant will be required to submit a letter from WSDOT stating they have reviewed the civil engineering drawings for the project and have found them to be consistent with the proposed bridge replacement project and SR 529 realignment. (MDNS #5)
13. Prior to issuance of building permits, the applicant shall be required to participate on a proportionate share basis towards the City's street system in the amount of **\$20,000.00**. (MDNS #6)
14. Prior to issuance of building permits, the applicant shall be required to submit a signed offer to Snohomish County for traffic mitigation. Payment shall also be made prior to building permit issuance. (MDNS #7)

Prepared by: _____

Reviewed by: _____

CITY OF MARYSVILLE
Marysville, Washington
RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF MARYVILLE AFFIRMING THE
RECOMMENDATION OF THE HEARING EXAMINER AND GRANTING A
CONDITIONAL SHORELINE SUBSTANTIAL DEVELOPMENT PERMIT TO
ALLOW DEVELOPMENT OF A COMMERCIAL TRUCKING, STORAGE AND
MAINTENANCE FACILITY**

WHEREAS, Whitehorse Ventures, LLC owns certain real property located at 5129-SR 529, generally located, south of Ebey Slough, east of SR 529, and north of Steamboat Slough, in the City of Marysville, and

WHEREAS, the Whitehorse Ventures, LLC applied to the City for a conditional Shoreline Substantial Development Permit to construct a commercial trucking, storage and maintenance facility, which includes a 21,300 square foot two-story building; truck and heavy equipment storage area; commercial truck scale; and 6-storage bins for retail sales of topsoil and landscape rock material; and

WHEREAS, the City Hearing Examiner held a public hearing on November 13, 2008 which was held administratively open until November 20th 2008; with a requested continuance until November 26th, 2008 and adopted Findings of Fact, Conclusions and a Recommendation approving the conditional Shoreline Substantial Development Permit subject to fifteen (15) conditions; and

WHEREAS, the City Council held a public meeting on said conditional Shoreline Substantial Development Permit on January 12, 2009 and following a review of the record before the Hearing Examiner concurred with the Findings of Fact, Conclusions and Recommendation of the Hearing Examiner; NOW, THEREFORE,

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

1. The Findings of Fact, Conclusions and Recommendation of the Hearing Examiner with respect to the above-referenced conditional Shoreline Substantial Development Permit under File No. PA 08027 is hereby adopted by this reference as the decision of the City Council.
2. The conditional Shoreline Substantial Development Permit for the above described property shall be perpetually conditioned upon strict compliance with each of the conditions set forth in the Recommendation of the Hearing Examiner.
3. Violation of any of the conditions of said decision may result in revocation of the conditional Shoreline Substantial Development Permit or enforcement action being brought by the City.
4. This decision shall be final and conclusive with the right of appeal by any aggrieved party to the Shorelines Hearings Board pursuant to RCW 90.58.140(6).
5. The Director of Community Development is directed to file this Resolution and the decision of the Hearing Examiner with the Department of Ecology.

PASSED by the City Council and APPROVED by the Mayor this _____ day of January 2009.

CITY OF MARYSVILLE

By: _____

DENNIS KENDALL, MAYOR

Attest:

By: _____
TRACY JEFFRIES
, CITY CLERK

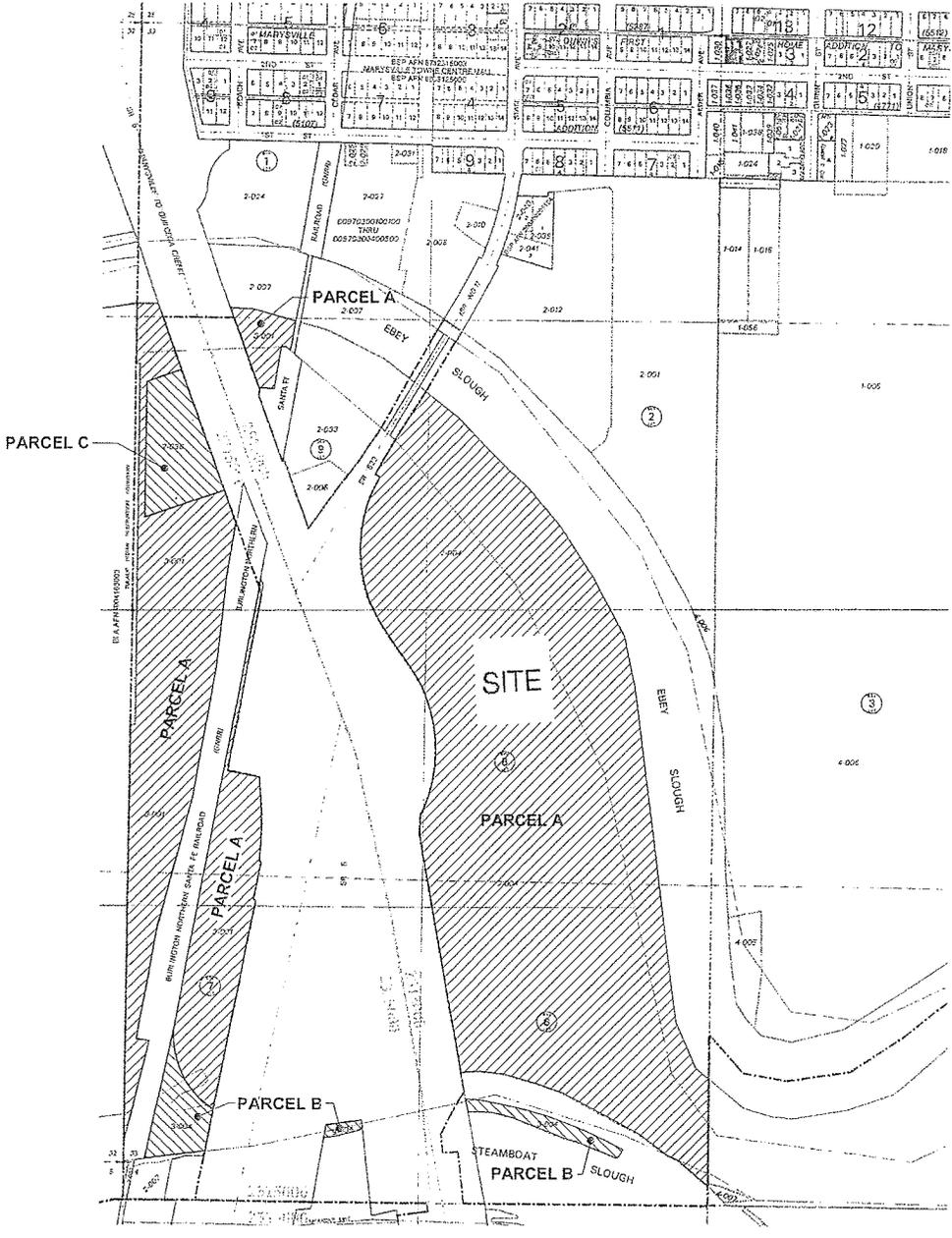
Approved as to form:

By: _____
GRANT K. WEED, CITY ATTORNEY



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PARCEL LOCATION MAP
N1S

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SW 1/4, SECTION 33, TOWNSHIP 30 N., RANGE 5 E., WM.

LEGAL DESCRIPTION:

PARCEL A:

BEGINNING AT A POINT ON THE SOUTH BANK OF EBEE SLOUGH 78.05 CHAINS SOUTH AND 15.91 CHAINS EAST OF THE NORTHWEST CORNER OF SECTION 33, TOWNSHIP 30 NORTH, RANGE 5 EAST, WM.1; THENCE (VARIATION 22° EAST) SOUTH 48.11 CHAINS TO NORTH BANK OF STEAMBOAT SLOUGH; THENCE NORTH 80° EAST 9.93 CHAINS ALONG THE NORTH BANK OF SAID STEAMBOAT SLOUGH; THENCE SOUTH 11°30' EAST 1.58 CHAINS; THENCE SOUTH 60° EAST 0.64 CHAINS; THENCE NORTH 1° EAST 0.33 CHAINS TO SOUTH BANK OF EBEE SLOUGH; THENCE NORTH 24°45' WEST 3.03 CHAINS; THENCE NORTH 10°30' WEST 19.10 CHAINS; THENCE NORTH 32° WEST 6.82 CHAINS; THENCE NORTH 31° WEST 6.82 CHAINS; THENCE NORTH 32°30' WEST 3.75 CHAINS; THENCE NORTH 45°15' WEST 1.57 CHAINS; THENCE NORTH 49° WEST 1.11 CHAINS; THENCE NORTH 56° WEST 4.73 CHAINS TO THE POINT OF BEGINNING;

ALSO BEGINNING AT A POINT ON THE SOUTH BANK OF EBEE SLOUGH 78.05 CHAINS SOUTH AND 15.91 CHAINS EAST OF THE NORTHWEST CORNER OF SECTION 33; THENCE SOUTH (VARIATION 22° EAST) 48.11 CHAINS TO THE MEANDER LINE OF THE NORTH BANK OF STEAMBOAT SLOUGH; THENCE WESTERLY ALONG SAID MEANDER LINE TO THE WEST LINE OF SECTION; THENCE NORTH ON SAID LINE TO MEANDER LINE ON THE SOUTH BANK OF EBEE SLOUGH; THENCE EASTERLY ALONG SAID MEANDER LINE TO POINT OF BEGINNING, ALL IN SECTION 33, TOWNSHIP 30 NORTH, RANGE 5 EAST, WM.1;

EXCEPT GREAT NORTHERN RAILWAY RIGHT-OF-WAY!

ALSO EXCEPT STATE ROAD NO. 11

AND EXCEPT ADDITION RIGHT-OF-WAY FOR STATE ROAD NO. 1 AS CONDEMNED IN CAUSE NO. 51083 AND CAUSE NO. 829431

ALSO EXCEPT PORTION CONVEYED TO DUANE A. DROULLARD BY WARRANT DEED RECORDED UNDER AUDITOR'S FILE NO. 2088540, DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF GOVERNMENT LOT 9, SECTION 33, TOWNSHIP 30 NORTH, RANGE 5 EAST, WM, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF INTERSECTION OF THE EASTERLY MARGIN OF THE GREAT NORTHERN RAILROAD RIGHT-OF-WAY AND THE GOVERNMENT MEANDER LINE OF THE SOUTH BANK OF EBEE SLOUGH SAID POINT BEING 15486.6 FEET SOUTH AND 1696.6 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 33, THE BEARING OF THE WEST LINE OF SAID SECTION 33, BEING SOUTH 0°03'03" WEST; THENCE SOUTH 14°56'51" EAST ALONG SAID MEANDER LINE 790.51 FEET; THENCE SOUTH 55°56'51" EAST 164.95 FEET TO A POINT ON THE WESTERLY MARGIN OF STATE ROAD NO. 1 AS APPROVED IN 1921;

THENCE SOUTH 31°01' WEST ALONG SAID WESTERLY MARGIN 3422.0 FEET TO HIGHWAY STATION 19-12, SAID POINT BEING THE POINT OF A CURVE AND HIGHWAY STATION D LINE 19-16-1;

THENCE NORTH 58°59' WEST AT RIGHT ANGLES ALONG THE RADIUS OF THE POINT OF CURVE 6.0 FEET;

THENCE SOUTH 31°01' WEST ALONG THE WESTERLY MARGIN OF THE D LINE 79.10 FEET TO HIGHWAY STATION D-19-14; AND POINT OF CURVE X

THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 905.0 FEET AND THRU A CENTRAL ANGLE OF 4°54' A DISTANCE OF 11.40 FEET TO A POINT OF TANGENT AND A HIGHWAY CONCRETE RIGHT-OF-WAY MARKER;

THENCE SOUTH 35°55' WEST 292.19 FEET TO AN INTERSECTION WITH THE WESTERLY MARGIN OF SAID D-LINE AND THE EASTERLY MARGIN OF FSH NO. 1 (SR-5) AN EXISTING CONCRETE RIGHT-OF-WAY MARKER MARKED 11406.90;

THENCE NORTH 21°24' WEST ALONG SAID EASTERLY MARGIN OF 332.11 FEET TO AN INTERSECTION WITH THE SAID EASTERLY MARGIN OF FSH NO. 1 (SR-5) AND THE EASTERLY MARGIN OF THE GREAT NORTHERN RAILWAY RIGHT-OF-WAY;

THENCE NORTH 5°40'30" EAST ALONG SAID RAILWAY RIGHT-OF-WAY 401.14 FEET TO THE SAID MEANDER LINE AND THE POINT OF BEGINNING;

ALSO EXCEPT TRACT CONVEYED TO MAE OLNEY COMEFORD AND TP. COMEFORD, HER HUSBAND TO SNOHOMISH RIVER BOOM COMPANY, A CORPORATION BY DEED DATED MARCH 1, 1912 AND RECORDED IN VOLUME 141 OF DEEDS, ON PAGE 512, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

REAL ESTATE LOCATION IN THE SOUTH ONE-HALF OF SECTION 33, TOWNSHIP 30 NORTH, RANGE 5 EAST, WM, BEING ALL THE LAND LYING BETWEEN A LINE WHICH IS 50 FEET TO THE LEFT AND PARALLEL WITH THE LOCATED CENTER LINE OF THE O'NEAL-GOWEN COMPANY RAILROAD SPUR, THE NORTH BANK OF STEAMBOAT SLOUGH AND THE EAST LINE OF THE RIGHT-OF-WAY OF THE GREAT NORTHERN RAILWAY COMPANY, WHICH LAND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER OF SECTION 28, 29, 32, AND 33, TOWNSHIP 30 NORTH, RANGE 5 EAST, WM.1; THENCE RUN SOUTH 0°10'51" EAST ALONG THE SECTION LINE BETWEEN SECTION 32 AND 33, A DISTANCE OF 4294.87 FEET;

THENCE NORTH 89°49'03" EAST AT RIGHT ANGLES TO SAID SECTION LINE A DISTANCE OF 304.15 FEET TO A POINT ON THE EAST LINE OF THE RIGHT-OF-WAY OF THE GREAT NORTHERN RAILROAD COMPANY WHICH POINT IS 50.0 FEET FROM AND AT RIGHT ANGLES TO THE LOCATED POINT OF CURVE OF THE O'NEAL-GOWEN CO'S SPUR AND IS KNOWN AS THE INITIAL POINT OF THIS DESCRIPTION;

THENCE ON A CURVE TO THE SOUTH WHOSE RADIUS IS 1096.28 FEET, PARALLEL WITH AND 50 FEET FROM THE CENTER LINE OF A LOCATED SPUR THRU AN ANGLE OF 5°13'00" A DISTANCE OF 99.82 FEET TO A POINT OF COMPOUND CURVE;

THENCE ON A CURVE TO THE LEFT WHOSE RADIUS IS 409.28 FEET PARALLEL TO AND 50 FEET FROM THE CENTER LINE OF A LOCATED SPUR THROUGH AN ANGLE OF 102°41'00" A DISTANCE OF 134.21 FEET TO A POINT OF TANGENT;

THENCE NORTH 81°28'20" EAST A DISTANCE OF 150.03 FEET TO A POINT OF CURVE;

THENCE ON A CURVE TO THE RIGHT WHOSE RADIUS IS 623.69 FEET THRU AN ANGLE OF 19°51'00" A DISTANCE OF 211.6 FEET TO A POINT OF TANGENT;

THENCE SOUTH 18°34'40" EAST A DISTANCE OF 132.08 FEET TO A POINT OF CURVE;

THENCE ON A CURVE TO THE RIGHT WHOSE RADIUS OF 1196.28 FEET THRU AN ANGLE OF 8°35'40" A DISTANCE OF 179.44 FEET TO A POINT OF TANGENT;

THENCE SOUTH 69°59'00" EAST A DISTANCE OF 114.59 FEET TO A POINT OF CURVE;

THENCE ON A CURVE TO THE RIGHT WHOSE RADIUS IS 1196.28 FEET THRU AN ANGLE OF 10° A DISTANCE OF 208.19 FEET TO A POINT OF TANGENT;

THENCE SOUTH 99°59'00" EAST A DISTANCE OF 315.6 FEET;

THENCE SOUTH 30°01'00" WEST A DISTANCE OF 50 FEET, MORE OR LESS, TO THE NORTH BANK OF STEAMBOAT SLOUGH;

THENCE WESTERLY ALONG THE NORTH BANK OF STEAMBOAT SLOUGH A DISTANCE OF 2185 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE GREAT NORTHERN RAILWAY COMPANY'S RIGHT-OF-WAY;

THENCE NORTH 9°21'00" EAST ALONG THE EASTERLY LINE OF THE GREAT NORTHERN RAILWAY COMPANY'S RIGHT-OF-WAY A DISTANCE OF 500 FEET, MORE OR LESS, TO THE INITIAL POINT AS ABOVE DESCRIBED.

LEGAL DESCRIPTION:

PARCEL B:

BEGINNING AT THE CORNER COMMON TO SECTION 28, 29, 32, AND 33, TOWNSHIP 30 NORTH, RANGE 5 EAST, WM.1; THENCE SOUTH 0°10'51" EAST ALONG THE SECTION LINE BETWEEN SECTIONS 32 AND 33 A DISTANCE OF 4294.87 FEET;

THENCE NORTH 89°49'03" EAST AT RIGHT ANGLES TO SAID SECTION LINE A DISTANCE OF 304.15 FEET TO A POINT ON THE EAST LINE OF THE RIGHT-OF-WAY OF THE GREAT NORTHERN RAILROAD COMPANY, WHICH POINT IS 50.0 FEET FROM AND AT RIGHT ANGLES TO THE LOCATED POINT OF CURVE OF CURVE OF THE O'NEAL-GOWEN COMPANY'S SPUR AND IS KNOWN AS THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE ON A CURVE TO THE SOUTH RADIUS OF WHICH IS 1096.28 FEET, PARALLEL WITH AND 50 FEET FROM THE CENTER LINE OF A LOCATED SPUR, THROUGH AN ANGLE OF 5°13'00" A DISTANCE OF 99.82 FEET TO A POINT OF COMPOUND CURVE;

THENCE ON A CURVE TO THE LEFT WHOSE RADIUS IS 409.28 FEET PARALLEL TO AND 50 FEET FROM THE CENTER LINE OF A LOCATED SPUR THROUGH AN ANGLE OF 102°41'00" A DISTANCE OF 134.21 FEET TO A POINT OF TANGENT;

THENCE NORTH 81°28'20" EAST A DISTANCE OF 150.03 FEET TO A POINT OF CURVE;

THENCE ON A CURVE TO THE RIGHT WHOSE RADIUS IS 623.69 FEET THRU AN ANGLE OF 19°51'00" A DISTANCE OF 211.6 FEET TO A POINT OF TANGENT;

THENCE SOUTH 18°34'40" EAST A DISTANCE OF 132.08 FEET TO A POINT OF CURVE;

THENCE ON A CURVE TO THE RIGHT WHOSE RADIUS OF 1196.28 FEET THRU AN ANGLE OF 8°35'40" A DISTANCE OF 179.44 FEET TO A POINT OF TANGENT;

THENCE SOUTH 69°59'00" EAST A DISTANCE OF 114.59 FEET TO A POINT OF CURVE;

THENCE ON A CURVE TO THE RIGHT WHOSE RADIUS IS 1196.28 FEET THRU AN ANGLE OF 10° A DISTANCE OF 208.19 FEET TO A POINT OF TANGENT;

THENCE SOUTH 99°59'00" EAST A DISTANCE OF 315.6 FEET;

THENCE SOUTH 30°01'00" WEST A DISTANCE OF 50 FEET, MORE OR LESS, TO THE NORTH BANK OF STEAMBOAT SLOUGH;

THENCE WESTERLY ALONG THE NORTH BANK OF STEAMBOAT SLOUGH A DISTANCE OF 2185 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE GREAT NORTHERN RAILWAY COMPANY'S RIGHT-OF-WAY;

THENCE NORTH 9°21'00" EAST ALONG THE EASTERLY LINE OF THE GREAT NORTHERN RAILWAY COMPANY'S RIGHT-OF-WAY TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM A TRACT OF LAND LYING BETWEEN A LINE DRAWN 50 FEET WESTERLY OF AND PARALLEL WITH THE CENTER LINE OF PRIMARY STATE HIGHWAY NO. 1, MARTSVILLE TO EVERETT, ACCORDING TO THE PLAN APPROVED SEPTEMBER 17, 1923 AND A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OPPOSITE HIGHWAY ENGINEER'S STATION 491+00 AND 75 FEET EASTERLY FROM THE CENTER LINE OF PRIMARY STATE HIGHWAY NO. 1 (SR 5), SNOHOMISH RIVER TO MARTSVILLE;

THENCE NORTHEASTERLY TO A POINT OPPOSITE HIGHWAY ENGINEER'S STATION 498+00 AND 100 FEET EASTERLY THEREFROM;

THENCE NORTHERLY PARALLEL TO SAID CENTER LINE, TO A POINT OPPOSITE HIGHWAY ENGINEER'S STATION 500+00 AND THE END OF THIS LINE DESCRIPTION.

PARCEL C:

ALL THAT PORTION OF GOVERNMENT LOT 9, SECTION 33, TOWNSHIP 30 NORTH, RANGE 5 EAST, WM, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OPPOSITE HIGHWAY ENGINEER'S STATION 20+00 AND 150 FEET SOUTHWESTERLY THEREFROM, WHEN MEASURED AT RIGHT ANGLES AND/OR RADIALLY, TO THE LL CENTER LINE OF PRIMARY STATE HIGHWAY NO. 1 (SR 5), UNION SLOUGH NORTH ACCORDING TO THE PLAN APPROVED JULY 10, 1951;

THENCE NORTHERLY PARALLEL TO SAID LL CENTER LINE TO A POINT OPPOSITE EXISTING HIGHWAY ENGINEER'S STATION 25+75;

THENCE SOUTHWESTERLY AT RIGHT ANGLES TO SAID LL CENTER LINE TO A POINT OF INTERSECTION WITH A LINE DRAIN PARALLEL TO AND 50 FEET EASTERLY OF THE WESTERLY LINE OF SAID SECTION 33;

THENCE SOUTHERLY, PARALLEL TO THE WESTERLY LINE OF SAID SECTION 33 TO A POINT OPPOSITE HIGHWAY ENGINEER'S STATION 20+00 WHEN MEASURED AT RIGHT ANGLES AND/OR RADIALLY, TO SAID LL CENTER LINE;

THENCE NORTHEASTERLY TO THE POINT OF BEGINNING.

SURVEYOR'S NOTES:

1-BASIS OF BEARING FOR THIS SURVEY IS THE MONUMENTED NORTH LINE OF SECTION 33, TOWNSHIP 30 NORTH, RANGE 5 EAST, FROM THE FOUND NORTHWEST SECTION CORNER MONUMENT TO THE FOUND NORTH QUARTER CORNER MONUMENT BEING SOUTH 88°34'03" EAST, ACCORDING TO THE SURVEY RECORDED UNDER AUDITOR'S FILE NUMBER 20060105009, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

2-EQUIPMENT: LEICA TCRT03 AUTO, 3" INSTRUMENT WAS USED IN OBTAINING ANGLE AND DISTANCE MEASUREMENTS FOR THIS SURVEY. ALL MEASURING INSTRUMENTS AND EQUIPMENT SHALL BE MAINTAINED IN ADJUSTMENT ACCORDING TO MANUFACTURER'S SPECIFICATIONS.

3-PROCEDURES: FIELD TRAVERSE METHOD MEETS OR EXCEEDS MINIMUM REQUIREMENTS IN ACCORDANCE WITH WAC 332-130-020.

4-VERTICAL DATUM: NAVD 88 UCOS POINT ID 3145 ELEVATION : 36.414' UNDOT BRASS DISK SET IN THE TOP OF A ROUND CONCRETE MONUMENT IN CASE AT SE 1-5 BRIDGE CORNER 1.4 FEET FROM WITNESS POST. (GP31005-168).

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE:

AGENDA ITEM: Code Enforcement and Nuisance Regulations – Amendments to Chapter 4.02 and 6.24 of the Marysville Municipal Code	AGENDA SECTION: Ordinances	
PREPARED BY: Gloria Hirashima, Community Development Director	APPROVED BY:	
ATTACHMENTS: 1. Staff Report 2. Draft Ordinance (strikeout-underline format) 3. Ordinance (final form)		
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

DESCRIPTION:

The City Council requested that staff review the existing code enforcement regulations and nuisance provisions to identify areas where improvements could be made to assist neighborhoods in property maintenance to community standards. The proposed revisions relate to code enforcement process and penalties, and defined nuisance conditions. The goal of the revisions is to facilitate timely resolution of complaints, and to clearly define what constitutes a public nuisance.

The attached staff report summarizes the recommended changes.

RECOMMENDED ACTION: Authorize the Mayor to sign the proposed ordinance.
COUNCIL ACTION:



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

STAFF REPORT

DATE: 12/28/08
TO: Mayor and City Council
FROM: Gloria Hirashima, CD Director
RE: Revisions to Code Enforcement Procedures and Nuisance Regulations—Chapter 4.02 and 6.24 of the Marysville Municipal Code

At the direction of City Council, City staff and the City Attorney's office have reviewed existing enforcement procedures and nuisance regulations to address neighborhood nuisance and maintenance issues that can lead to deterioration of neighborhoods and property. Code enforcement procedures and controls in other jurisdictions, including Everett, Snohomish County, Vancouver, Snohomish and other communities were reviewed in order to identify common practices for procedures, definitions and code language to assist in nuisance enforcement.

This report will outline the proposed revisions, purpose and intended consequences.

Proposed Amendments:

Chapter 4.02, Enforcement Procedures:

This Chapter identifies enforcement purposes, definitions, complaint process, penalties and enforcement, and procedures. The proposed revisions identify and add civil remedies, civil citations and criminal citation for violations.

Generally, staff believes the existing enforcement procedures and process are effective. The City's current process enables both internally and externally initiated complaints; a notice and order process is followed, with appeal available through the City's Hearing Examiner. The majority of complaints and correction are addressed through voluntary compliance using the complaint and notice & order process. The primary concern with existing process is timely response. While voluntary compliance is generally successful, the time involved in achieving success can vary broadly depending on the willingness of the property owner to respond to the City's notice. The proposed revisions add a civil infraction process, penalties and criminal citation. Chapter 4.02.040(g) adds a schedule of fines for common infractions that varies dependent on violation severity and occurrences. Fines increase for more severe offenses and repeat violators. This will provide greater certainty for enforcement personnel in outlining ramifications of noncompliance and staff believes this will facilitate speedier resolution for violations. The goal of enforcement will continue to be voluntary compliance. Enforcement personnel will continue to conduct investigations, make initial contact with property owners in an attempt to reach compliance without the assessment of fines. In situations where owners will not respond or refuse to correct the violations in a timely manner, the

civil infraction process and criminal penalties will provide another tool for compliance. There is also a mechanism for mitigation of fines in 4.02.040(h). This enables fines to be adjusted or waived in the event compliance is reached in accordance with scheduled corrective action.

Chapter 4.02.040(7) allows the City to institute additional orders-stop work and emergency orders for code enforcement in certain conditions warranting an immediate cessation of work and correction.

Chapter 6.24 MMC, Nuisances.

MMC 6.24.050 addresses types of nuisance in the City of Marysville. The current regulations are often vague in defining a nuisance condition. This can prevent correction of situations where neighborhoods believe nuisance conditions exist, due to unclear authority of the City to act. In some situations, this has or can result in deterioration of neighborhood character and property maintenance; or it can create uncertainty for property owners, citizen complainants and city personnel in determining whether corrective action is warranted. The existing ordinance also does not characterize when actions are lawfully being conducted within what might be the assumed privacy of the owners' and occupants' properties. Staff proposes clarifying many "public" nuisance situations as when the offense becomes viewable from a frontage street or streets.

The proposed amendments increase clarity of what actions and conditions constitute a public nuisance. This will increase the number of situations that will be dealt with as a nuisance condition in the City. For example, the following actions are proposed to be regulated as "public nuisances" (for exact code language, please refer to attached ordinance – this is a general summary):

- Accumulations of materials, including trash, litter, garbage, bottles, cans; any and all unused animal pens or cages, including insect enclosures; and any and all discarded lumber, salvaged materials, or other similar materials in front, side, rear yards and vacant lots, unless screened from public view from the adjacent frontage street or streets.
- Nonoperational or unused vehicles. Current code relies on "abandoned" vehicle language from state law, which frequently will not include many vehicles although in disrepair and nonoperational state as they are not necessarily "abandoned". The proposed revisions will enable the City to require removal of unused vehicles on private property meeting at least one of certain requirements, including immobile disrepair, registrations expired for greater than 12 months, vegetation or debris collecting underneath, or vehicles used primarily for storage of materials.
- Failure to maintain and upkeep property. MMC 6.24.050 (14) through (29) provide for the maintenance and upkeep of properties and improvements including but not limited to accessory buildings, unfinished or damaged structures, fences, grading, retaining walls, walkways, etc. will require maintenance in a safe and sanitary condition. If structures or improvements are allowed to deteriorate or exhibit unsafe, unsanitary or hazardous conditions, the City can require action by the property owner to repair the conditions.

- Open storage. MMC 6.24.050 (19) defines open storage on private property as a public nuisance. The section also defines what constitutes residential use, as opposed to open storage.
- Parking of miscellaneous vehicles on front and side yards. MMC 6.24.050 (25) through (28) directly addresses allowable parking of motor vehicles, RV's, boats, trailers, truck tractors and commercial vehicles. Broadly, these sections provide that motor vehicles, RV's, boats and trailers must be parked on a maintained, improved all weather surface or driveway if in the front or side yard. Truck tractors, semi-trailers and heavy commercial vehicles parked in residential areas are defined as a nuisance, unless specifically permitted and improved for such use.
- Temporary or portable structures. MMC 6.24.050 (29) addresses temporary or portable structures. These structures, if placed within the required front yard, are required to be removed within seventy-two hours.

Summary

The proposed revisions will provide additional enforcement tools and definitions for requiring upkeep and maintenance of private properties within the City of Marysville. In a review of various jurisdiction public nuisance regulations and enforcement procedures, these revisions represent a mid-level of enforcement tools and provisions. In terms of enforcement process, the civil infraction process and fines should facilitate speedier resolution of cases, while retaining ability of City staff to work cooperatively with owners. Some jurisdiction examples were more punitive, lacking the graduated fee schedule and mitigation of fines sections. Others lacked the civil infraction ability and were therefore less certain and less punitive. With respect to defined nuisances, the proposed revisions cover many of the common complaint areas that staff has heard over the years from neighborhoods, and will also clarify existing violation areas. There were nuisance code examples from other jurisdictions that were more stringent, for example covering standards for compost piles and the stacking of firewood and others that were less specific on upkeep areas. The proposed revisions to the Marysville Municipal Code offers a "basics" approach in covering areas of past complaints more clearly, so that tools will exist to help resolve these areas. These provisions will increase property maintenance standards within the City of Marysville, resulting in increased situations warranting corrective action.

CITY OF MARYSVILLE
Marysville, Washington

DRAFT
11/21/12
/29/
2008

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON AMENDING THE CITY'S CODE ENFORCEMENT AND NUISANCE REGULATIONS AND AMENDING CHAPTERS 4.02 AND 6.24 OF THE MARYSVILLE MUNICIPAL CODE.

WHEREAS, the City Council finds that it is in the public interest to update the City's code enforcement and nuisance regulations;

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

Section 1. Chapter 4.02 MMC is hereby amended to read as follows:

Chapter 4.02
ENFORCEMENT PROCEDURES

Sections:

[4.02.010](#) Purposes.

[4.02.020](#) Definitions.

[4.02.030](#) Citizen complaints.

[4.02.040](#) Penalties and enforcement.

[4.02.050](#) Code enforcement procedures manual.

4.02.010 Purposes.

The purposes of this title are:

(1) To establish an efficient system to enforce the city of Marysville Municipal Code (MMC), providing for both civil ~~remedies, civil citations~~ and criminal ~~citation~~ remedies for violations;

(2) To provide opportunity for a prompt hearing and decision on alleged violations of the MMC;

ORDINANCE *Page 1 of 17*

g/mv/ord.Code Enforcement amend ~~112108~~122908

- (3) To establish monetary penalties for violations of the MMC; and
- (4) To abate/bring into compliance violations of the MMC. (Ord. 2045 § 1, 1995).

4.02.020 Definitions.

For the purposes of this chapter, the following definitions shall apply unless the context or meaning clearly indicates otherwise:

- (1) “City” means the city of Marysville, Washington.
- (2) “Director” means the directors of any department of the city, or such other head of a department that ~~the city council has~~ authorized ~~by ordinance~~ to utilize the provisions of this title to enforce violations of the MMC and shall include any duly authorized representative of such director. If more than one department is authorized to act under this title, the term “director” shall also be understood to mean all applicable “directors.”
- (3) “Hearing examiner” means the city of Marysville hearing examiner, codified by Chapter 2.70 MMC, or the examiner’s duly authorized representative.
- (4) “MMC” means the Marysville Municipal Code.
- (5) “Permit” means any form of certificate, approval, registration, license or other written permission given to any person to engage in any activity as required by law, ordinance or regulation. The term “permit” shall not include preliminary or final plat approval or any rezone.
- (6) “Person” as used in this title includes any natural person, organization, corporation or partnership and its agents, representatives or assigns.
- (7) ~~“Public nuisance” as used in this title is defined as a nuisance which affects equally the rights of an entire community or neighborhood, although the extent of the nuisance may be unequal. MMC 6.24.020(3) defines “nuisance.” (Ord. 2045 § 1, 1995).~~

“Public nuisance” means the following:

- a. a nuisance or public nuisance as defined in state statute or city ordinance, including but not limited to Ch. 7.48 RCW, Ch. 6.24 MMC, Ch. 6.25 MMC, and Ch. 7.04 MMC;
- b. a nuisance at common law, either public or private;
- c. a violation of the city’s land use, zoning, and environmental regulations (Titles 15, 18, 19, and 20 MMC) , construction code regulations (Title 16 MMC), water, sewer, and stormwater regulations (Title 14 MMC), business license regulations (Title 5 MMC), noise regulations (Ch. 6.76 MMC), health and sanitation regulations (Title 7 MMC), fire regulations (Title 9 MMC), animal control regulations (Title 10 MMC), abandoned, unauthorized and junk vehicle regulations (Ch. 11.36 MMC), and any other violation of the Marysville Municipal Code that poses a threat to the public health, safety or welfare.

4.02.030 Citizen complaints.

(1) Written Complaint/Notice to Owner. On forms provided by city departments, any aggrieved person may file a written complaint with the director alleging that a violation of ~~this title or other titles, chapters or sections of~~ the MMC has occurred or may occur. The citizen complaint process shall not apply to actions for which there are administrative and/or judicial appeals provided for in this title or other titles, chapters or sections of the MMC. Each complaint shall state fully the causes and bases for the complaint and shall be filed with the appropriate department. A copy of the complaint shall be promptly mailed to the property owner of the subject property via first class and certified (return receipt requested) mail.

(2) Hearing Before the Hearing Examiner. Within 60 days of completing and filing the complaint, the complainant may request, in writing, a hearing before the hearing examiner. As soon as the complaint is filed, the director shall cease all administrative action and schedule a hearing. The date of hearing shall be not more than 90 days from the receipt of the complaint. The person filing the complaint shall have the burden of demonstrating that a violation has occurred or may occur.

(3) Hearing Examiner's Decision. Within 10 city working days of the conclusion of the public hearing, the hearing examiner shall file a written decision with the department. The hearing examiner's decision shall be final with a right of appeal only to Snohomish County superior court as provided in subsection (4) of this section. The hearing examiner has the authority to award costs and expenses to the prevailing party and the city.

(4) Appeal to Snohomish County Superior Court. Within 10 city working days of the hearing examiner's written decision, a party may appeal the hearing examiner's decision to the Snohomish County superior court by filing a writ of review. In the event there is no appeal to superior court and the hearing examiner's decision becomes final, it shall be enforced pursuant to MMC [4.02.040](#)(10). (Ord. 2045 § 1, 1995).

4.02.040 Penalties and enforcement.

(1) Director Authorized to Enforce Codes. The director is charged with enforcement of the provisions of this title ~~and the MMC~~.

(2) Violations. It shall be unlawful for any person to construct, enlarge, alter, repair, move, demolish, use, occupy or maintain any use or cause the same to be done in violation of any of the provisions of this title or other titles, chapters or sections of the MMC. Any such violation as determined by the director is declared to be a public nuisance and shall be corrected by any reasonable and lawful means as provided in this section. In the event the penalties provided in

this title conflict with any penalty provided in any other section, chapter or title of the Marysville Municipal Code, the penalty provisions of this title shall control.

(3) Director’s Remedies. Upon finding a violation, the director may:

(a) Institute appropriate action or proceeding to require compliance with this title or to enjoin, correct or abate any acts or practices which constitute or will constitute a violation;

(b) Issue a temporary enforcement order, stop work order, emergency order, or permanent enforcement order, pursuant to subsections (7) and (8) of this section;

(c) Abate the violation if corrective work is not commenced or completed within the time specified in a permanent enforcement order;

(d) Suspend or revoke any approvals or permits issued pursuant to this title, Title 5 (Business Regulations and Licenses), including without limitation §§ [5.02.140](#), [5.20.080](#), [5.52.090](#); Title 6 (Peace, Morals and Safety), including without limitation Chapter [6.24](#), Title 7 (Health and Sanitation), including without limitation §§ [7.04.010](#) – [7.04.100](#); Title 9 (Fire); Title 11 (Traffic), including without limitation § [11.36.040](#); Title 12 (Streets and Sidewalks), including without limitation §§ [12.08.140](#), 12.12, [12.20.010](#), 12.24, [12.36.020](#) – [12.36.030](#), [12.40.020](#) – [12.40.030](#); Title 14 (Water and Sewers), including without limitation §§ [14.15.170](#), [14.16.100](#), [14.16.140](#), [14.17.050](#); Title 16 (Building), Title 18 (Planning), Title 19 (Zoning), Title 20 (Subdivisions);

(e) Assess civil penalties after notice and order set forth in subsection (8)(b)(iv) of this section or recovered by legal action filing in Snohomish County superior court; and/or

(f) File a lien against the property for costs of abatement and/or civil fines.

(g) Issue civil infractions:

1(i). Any violation of this code to which this chapter applies is deemed and declared to be a civil infraction unless such violation is expressly designated as another class of civil infraction. Each day of violation shall constitute a separate civil infraction.

2(ii). Any person found to have committed a civil infraction shall be assessed a monetary penalty as follows:

a. Basic fine of \$ _____ + cost penalties and assessments imposed by the court rules.

b. other: fine as set forth in the following schedule:

		FIRST VIOLATION		REPEAT VIOLATION	
Code Provisions:		Non-Commercial	Commercial	Non-Commercial	Commercial
Title:	Chapter:				

<u>4</u> Enforcement Code	<u>4.02</u> Enforcement, Stop Work & Emergency Orders	-	-	-	-
		\$300	\$500	\$600	\$1,000
<u>5</u> Business Regulations & Licenses	<u>5.02</u> Business licenses	-	-	-	-
		\$150	\$250	\$300	\$500
<u>6</u> Penal Code	<u>6.24</u> Public nuisances	-	-	-	-
		\$150	\$250	\$300	\$500
-	<u>6.76</u> Noise regulations	-	-	-	-
		\$150	\$250	\$300	\$500
<u>7</u> Health & Sanitation	<u>7.04</u> Unsanitary Conditions - nuisance	-	-	-	-
		\$150	\$250	\$300	\$500
-	<u>7.08</u> Garbage Collection	-	-	-	-
		\$150	\$250	\$300	\$500
<u>9</u> Fire Code	<u>9.04</u> Fire Code	-	-	-	-
		\$150	\$250	\$300	\$500
<u>12</u> Streets & Sidewalks	<u>12.24</u> Sidewalks dangerous conditions	-	-	-	-
		\$150	\$250	\$300	\$500
-	<u>12.36</u> Vegetation	-	-	-	-
		\$150	\$250	\$300	\$500
-	<u>12.40</u> Clean conditions of Public Right of Way	-	-	-	-
		\$150	\$250	\$300	\$500
<u>14</u> Water & Sewer	<u>14.01</u> General Provisions	-	-	-	-
		\$150	\$250	\$300	\$500
-	<u>14.15</u> On-site Storm Water	-	-	-	-
		\$150	\$250	\$300	\$500
-	<u>14.16</u> Public storm drainage code	-	-	-	-
		\$150	\$250	\$300	\$500
-	<u>14.17</u> Private storm drainage code	-	-	-	-
		\$150	\$250	\$300	\$500
<u>16</u> Building	<u>16.04</u> Building Code	-	-	-	-
		\$150	\$250	\$300	\$500
-	-	FIRST VIOLATION		REPEAT VIOLATION	
-	Code Provisions:	Non-Commercial	Commercial	Non-Commercial	Commercial
Title:	Chapter:				
<u>19</u> Zoning	<u>19.08</u> Permitted uses	-	-	-	-
		\$150	\$250	\$300	\$500
-	<u>19.12</u> Development Standards	-	-	-	-
		\$150	\$250	\$300	\$500
-	<u>19.14</u> Development Standards -	-	-	-	-
		\$150	\$250	\$300	\$500
-	<u>19.16</u>	-	-	-	-

-	<u>Development Standards -</u>	-	-	-	-
-	<u>Landscaping</u>	<u>\$150</u>	<u>\$250</u>	<u>\$300</u>	<u>\$500</u>
-	<u>19.20</u>	-	-	-	-
-	<u>Sign Code</u>	<u>\$150</u>	<u>\$250</u>	<u>\$300</u>	<u>\$500</u>
-	<u>19.24</u>	-	-	-	-
-	<u>Critical Areas Management</u>	<u>\$250</u>	<u>\$350</u>	<u>\$500</u>	<u>\$700</u>
-	<u>19.28</u>	-	-	-	-
-	<u>Clearing, Grading, Filling & Erosion</u>	<u>\$250</u>	<u>\$350</u>	<u>\$500</u>	<u>\$700</u>
-	<u>Control</u>	-	-	-	-
-	<u>19.32</u>	-	-	-	-
-	<u>Home Occupations</u>	<u>\$150</u>	<u>\$250</u>	<u>\$300</u>	<u>\$500</u>
-	<u>19.40</u>	-	-	-	-
-	<u>Development Standards -</u>	-	-	-	-
-	<u>Recreational vehicle parks</u>	<u>\$150</u>	<u>\$250</u>	<u>\$300</u>	<u>\$500</u>

(iii). Civil infractions will be administered and processed through Marysville Municipal Court as setforth in the Marysville Municipal Code, state law, the Washington State Court Rules Infraction Rules for Courts of Limited Jurisdiction IRLJ and local court rules for Marysville Muncpal Court.

(h) Mitigate civil fines.

1. The Director may reduce or waive civil fines assessed under this Chapter, if the violation is corrected within the specified deadline and the correction is verified by the City. A reduction shall be in writing and state the date on which the violation was corrected.

2. For reduction or waiver of fines, the person(s) named shall have the burden of proof that the violation has been corrected.

3. Any reduction or waiver shall be based on an evaluation of individual circumstances, including but not limited to the severity of the violation, repetition of violations, protection of the public interest, and responsiveness of the person(s) responsible to correct, cure, abate, and/or stop the violation.

(4) Violators Punishable by Criminal Fine and Imprisonment. As an alternative to any other remedy provided in this title or by law or other ordinance, any person willfully or knowingly violating any provision of this title or other titles, chapters or sections of the MMC, or amendments thereto, or any person aiding or abetting such violation is guilty of a misdemeanor and upon conviction shall be punished by a fine not to exceed \$1,000 and/or imprisonment for a term not to exceed 90 days. Each day such violation continues may be considered a separate offense.

(5) Inspections.

(a) Whenever the director has reasonable cause to believe that a violation has been or is being committed, the director or the director's duly authorized inspector may enter any building,

structure or property at any reasonable time to inspect the use and perform any duty conferred on the director by this title.

(b) If the building, structure or property is occupied, the director shall first present identification credentials, state the reason for the inspection and demand entry. If consent to enter is not given and if:

(i) The director has reason to believe that the conditions create an imminent and irreparable hazard, then the director shall enter; or

(ii) The director has reason to believe that the conditions do not create an imminent and irreparable hazard, the director shall enter after first obtaining a civil search warrant.

(c) If the building, structure or property is not occupied, the director shall make a reasonable effort to locate the owner or other person(s) having control and request permission to enter. If the director is unable to locate the owner or person(s) having control, and if:

(i) The director has reason to believe that conditions therein create an immediate and irreparable hazard, the director shall enter; or

(ii) The director has reason to believe that the conditions do not create an imminent and irreparable hazard, the director shall enter after first obtaining a ~~civil~~ search warrant.

(6) Violators Punishable by Civil Penalties After Administrative Notice and Order.

(a) Director to Determine Violation and May Provide Enforcement Order. Within 30 days of notice of a potential violation, the director is authorized to and shall determine whether a violation has occurred and, if the director determines that a violation has occurred, shall issue a temporary or permanent enforcement order. The director shall notify the complainant, the owner or operator of the source of the violation, and the person in possession of the property or the person causing the violation of the director's determination in writing within three city working days of the determination. Service of the notice by first class and certified (return receipt requested) mail to the last known address of the complainant and violators shall be deemed effective notice (see subsection (3)(d) of this section).

(b) Director May Commence Administrative Notice. Additionally, whenever the director has reason to believe that a use or condition exists in violation of this title and that violation will be most promptly and equitably terminated by an administrative proceeding, the director may commence an administrative notice and order proceeding to cause assessment of a civil penalty, abatement or suspension of all activities, work or revocation of any approvals or permits issued pursuant to this title, Title 5 (Business Regulations and Licenses), including without limitation §§ [5.02.140](#), [5.20.080](#), [5.52.090](#); Title 6 (Peace, Morals and Safety), including without limitation Chapter [6.24](#), Title 7 (Health and Sanitation), including without limitation §§ [7.04.010](#) –

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[7.04.100](#); Title 9 (Fire); Title 11 (Traffic), including without limitation § [11.36.040](#); Title 12 (Streets and Sidewalks), including without limitation §§ [12.08.140](#), 12.12, [12.20.010](#), 12.24, [12.36.020](#) – [12.36.030](#), [12.40.020](#) – [12.40.030](#); Title 14 (Water and Sewers), including without limitation §§ [14.15.170](#), [14.16.100](#), [14.16.140](#), [14.17.050](#); Title 16 (Building), Title 18 (Planning), Title 19 (Zoning), Title 20 (Subdivisions).

(7) Temporary Enforcement Order, Stop Work Order, and Emergency Order.

(a) The director may cause a temporary enforcement order, stop work order, or emergency order (“Order”) to be posted on the subject property or served on the property owner and/or persons engaged in any work or activity on the property, as provided in this section in violation of this title.

(i) A temporary order may be issued pursuant to and in accordance with subsection (6)(a) of this section.

(ii) A stop work order may be issued to immediately cease specified work or activity, when the director finds that such work or activity is being conducted in violation of the MMC or in a dangerous or unsafe manner.

(iii) An emergency order may be issued to immediately cease and remedy specified work or activity, when the director finds that such work or activity is being conducted in a hazardous or unsafe manner that threatens the health or safety of the occupants of any premises or members of the public.

(iv) Violation of a stop work order or emergency order shall constitute a misdemeanor, punishable as provided in subsection (4) of this section.

(b) The order shall require immediate cessation of such work or activities and may temporarily suspend any approval or permit issued under this title, Title 5 (Business Regulations and Licenses), including without limitation §§ [5.02.140](#), [5.20.080](#), [5.52.090](#); Title 6 (Peace, Morals and Safety), including without limitation Chapter [6.24](#), Title 7 (Health and Sanitation), including without limitation §§ [7.04.010](#) – [7.04.100](#); Title 9 (Fire); Title 11 (Traffic), including without limitation § [11.36.040](#); Title 12 (Streets and Sidewalks), including without limitation §§ [12.08.140](#), 12.12, [12.20.010](#), 12.24, [12.36.020](#) – [12.36.030](#), [12.40.020](#) – [12.40.030](#); Title 14 (Water and Sewers), including without limitation §§ [14.15.170](#), [14.16.100](#), [14.16.140](#), [14.17.050](#); Title 16 (Building), Title 18 (Planning), Title 19 (Zoning), Title 20 (Subdivisions).

(c) The order may be issued without written or oral notice and shall expire by its own terms in 10 days unless the director extends or issues and transmits a permanent enforcement order pursuant to subsection (8) of this section.

(d) The ~~notice and~~ order shall contain:

(i) The street address, when available, and a legal description of the real property;

(ii) A statement that the director has found the person to be in violation of this Title and a brief and concise description of the condition found to be in violation;

(iii) A statement of the corrective action to be taken;

(iv) A statement that the order shall expire by its own terms in 10 days unless extended in writing or a permanent order is issued;

(v) A statement that the violator may be subject to a civil penalty in the amount set forth in subsection (3)(g) of this section ~~of \$100.00~~ for each day that the violation continues and, if applicable, the conditions on which assessment of such civil penalty is contingent.

(e) Withdrawal or Issuance of Additional Temporary Order. The director may withdraw a temporary order if compliance is achieved within 10 calendar days of posting or service thereof. If, after withdrawal, the violation is continued or repeated, the director may cause a second temporary order to be posted on the subject property or served on persons engaged in any work or activity in violation of this title. Any subsequent order involving the same violation shall be permanent.

(8) Permanent Enforcement Order.

(a) A permanent enforcement order shall be issued by the director and become final within 10 calendar days, unless written appeal is received asking for a hearing before the hearing examiner.

(b) The permanent enforcement order shall contain:

(i) The street address and, when available, a legal description of real property;

(ii) A statement that the director has found the person to be in violation of this title and a brief and concise description of the conditions found to be in violation;

(iii) A statement of the corrective action required to be taken. If the director has determined that corrective work is required, the order shall mandate that all required permits be secured and the work be physically commenced and completed within such time as the director determines is reasonable under the circumstances, but in no event shall such time exceed 90 days;

(iv) A statement that the violator may be subject to a civil penalty in the amount set forth in subsection (3)(g) of this section ~~of \$1,000~~ for each day that the violation continues and, if applicable, the conditions on which assessment of such civil penalty is contingent;

(v) Statements advising:

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(A) If any required work is not commenced or completed within the time specified, the director shall proceed to abate the violation and cause the work to be done and charge the costs thereof as a lien against the property and any other property owned by the person in violation and as a personal obligation of any person in violation; and

(B) If any assessed civil penalty is not paid, the director will charge the amount of the penalty as a lien against the property and as a joint and separate personal obligation of any person in violation; and

(C) The violator of the violator's right to appeal and the appeal process.

(c) Any order issued by the director pursuant to this title shall be final unless a timely appeal is filed.

(d) Service. Service of the permanent enforcement order shall be made upon all persons identified in the order either personally or by mailing a copy of such order by certified mail, postage prepaid, return receipt requested to the last known address. If the address of any such person cannot reasonably be ascertained, a copy of the order shall be mailed to such person at the address of the location of the violation. The failure of any such person to receive such notice shall not affect the validity of any proceedings taken under this title. Service by certified mail in the manner provided in this section shall be effective on the date of postmark. The order may be, but is not required to be posted on the subject property.

(e) Supplemental Order. The director may at any time add to, rescind in part, or otherwise modify a permanent enforcement order.

(9) Appeal.

(a) A written appeal may be filed within 10 calendar days following issuance of a temporary [enforcement order, stop work order, emergency order,](#) or permanent [enforcement order.](#)

(b) An appeal of a stop work order or emergency order shall not stay the requirement that the specified work or activity immediately cease and/or be remedied.

(c) The director shall prepare and transmit to the hearing examiner any appeal of a temporary or permanent enforcement order, ~~and in which~~ a hearing shall be scheduled within 60 days of the appeal date. Cost of the appeal shall be part of the decision. The hearing examiner's decision may be reviewed by an action for writ of review in the superior court of Snohomish County filed within 10 calendar days of the decision. If no appeal is filed in the required length of time, the hearing examiner's decision shall be final.

(10) Violation of Permanent Order. If, after any permanent order duly issued by the director or hearing examiner has become final, the person to whom such order is directed fails, neglects, or

refuses to obey such order, including refusal to pay a civil penalty assessed under such order, the director may:

- (a) Cause such person to be prosecuted under the provisions of this title;
- (b) Institute any appropriate action to collect a civil penalty assessed under this title;
- (c) Abate the violation using the procedures of this title; and/or
- (d) Pursue any other appropriate remedy at law or equity.

(11) Revocation or Suspension of Approvals or Permits. The director may permanently revoke or suspend any approval or permit issued under this title, Title 5 (Business Regulations and Licenses), including without limitation §§ [5.02.140](#), [5.20.080](#), [5.52.090](#); Title 6 (Peace, Morals and Safety), including without limitation Chapter [6.24](#), Title 7 (Health and Sanitation), including without limitation §§ [7.04.010](#) – [7.04.100](#); Title 9 (Fire); Title 11 (Traffic), including without limitation § [11.36.040](#); Title 12 (Streets and Sidewalks), including without limitation §§ [12.08.140](#), 12.12, [12.20.010](#), 12.24, [12.36.020](#) – [12.36.030](#), [12.40.020](#) – [12.40.030](#); Title 14 (Water and Sewers), including without limitation §§ [14.15.170](#), [14.16.100](#), [14.16.140](#), [14.17.050](#); Title 16 (Building), Title 18 (Planning), Title 19 (Zoning), Title 20 (Subdivisions), for any of the following reasons:

- (a) Failure of the holder to comply with the requirements of such title; or
- (b) Failure of the holder to comply with any order issued pursuant to this title; or
- (c) Discovery by the director that an approval or a permit was issued in error or on the basis of incorrect information supplied to the city.

Such approval of permit revocation or suspension shall be carried out through the notice and order provisions of this section. The revocation or suspension shall be final within five working days of the conclusion of a hearing unless the hearing examiner renders a written decision modifying or denying the revocation or suspension.

(12) Lien.

(a) City Has Lien. The city of Marysville shall have a lien for any civil penalty imposed or for the cost of any work or abatement done pursuant to this title, or both, against the real property on which the civil penalty was imposed or any of the work of abatement was performed and against any other real property owned by any person in violation. The civil penalty shall be a joint and several obligation of all people found to be in violation. The lien shall be subordinate to all existing special assessment liens previously imposed upon the same property and shall be superior to all other liens, except for state and county taxes, with which it shall be on a parity.

(b) Director's Authority to Claim Lien. The director shall cause a claim for lien to be filed for record with the auditor within 90 days from the date the civil penalty is due or within 90 days from the date of completion of the work or abatement performed by the city of Marysville pursuant to this title.

(c) Notice of Lien. The notice and order of a director pursuant to this title shall give notice to the owner that a lien for the civil penalty or the cost of abatement, or both, may be claimed by the city. Service of the notice and order shall be made upon all persons identified in the notice and order either personally or by mailing a copy of such notice and order by certified mail, postage prepaid, return receipt requested.

(d) Contents of Lien. The claim of lien shall contain the following:

(i) The authority for imposing a civil penalty or proceeding to abate the violation, or both;

(ii) A brief description of the civil penalty imposed or the abatement work done, or both, including the violations charged and the duration thereof, the time the work was commenced and completed and the name of the persons or organizations performing the work;

(iii) A legal description of the property to be charged with the lien;

(iv) The name of the known or reputed owner; and

(v) The amount, including lawful and reasonable costs, for which the lien is claimed.

(e) Verification of Lien. The lien shall be verified by the director to the effect that the director believes that the claim is just.

(f) Filing of Lien. The lien shall be recorded with the Snohomish County auditor.

(g) Duration of Lien. No lien created under this title shall bind the property for a period longer than three years after the claim has been filed unless an action is commenced in the proper court within that time to enforce the lien.

(h) Foreclosure of Lien. The lien may be foreclosed by a civil action in Snohomish County superior court.

(i) Removal of Lien. All liens shall be removed by the city of Marysville when all conditions placed upon the violator(s) by a notice and order or by the hearing examiner have been satisfied. (Ord. 2045 § 1, 1995).

4.02.050 Code enforcement procedures manual.

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The code enforcement officer shall have the authority to adopt and adhere to a code enforcement procedures manual which shall be available for public inspection and copying during regular business hours. (Ord. 2045 § 1, 1995).

Section 2. Chapter 6.24 MMC is hereby amended by amending MMC 6.24.050 to read as follows:

6.24.050 Types of nuisances.

It shall be a “public nuisance” within the city of Marysville and a violation of the Marysville Municipal Code, if any responsible person or persons shall maintain or allow to be maintained on real property which he or she may have charge, control or occupy, except as may be permitted by any other city ordinance, whether visible or not from any public street, alley or residence, any of the following conditions:

(1) Every person who makes or keeps any explosive or combustible substance in the city, or carries it through the streets thereof, in quantity or manner prohibited by Chapter 70.74 RCW, and every person who, by careless, negligent or unauthorized use or management of any such explosive or combustible substance, injures or causes injury to the person or property of another; ~~commits a public nuisance.~~

(2) No person shall permit or allow outside of any dwelling, building or other structure or within any unoccupied or abandoned building, dwelling or other structure under his control, in a place accessible to children, any abandoned, unattended or discarded icebox, refrigerator or other container which has an airtight door or lid, snap lock or other automatic locking device which may not be released from the inside, without first removing said door or lid, snap lock or other locking device from said refrigerator, icebox or container. ~~Every violation of this section is a public nuisance.~~

(3) No person shall abandon or discontinue use of or permit or maintain on his premises any abandoned or unused well, cistern or storage tank, without first demolishing or removing from the city such storage tank, or securely closing and barring any entrance or trap door thereto, or filling any well or cistern, or capping the same with sufficient security to prevent access thereto by children. ~~Any such violation is a public nuisance.~~

(4) No person shall, without lawful authority from the appropriate public entity, attach any advertising signs, posters, or any other similar object, to any public structure, sign or traffic-control device. ~~Such violation constitutes a public nuisance.~~

(5) No person shall attach to utility poles any of the following: advertising signs, posters, vending machines, or any similar object which presents a hazard to, or endangers the lives of, electrical workers. Any attachment to utility poles shall only be made with the permission of the utility company involved, and shall be placed not less than 12 feet above the surface of the ground. ~~Such violations constitute a public nuisance.~~

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(6) Accumulations of the following materials in any front yard, side yard, rear yard or vacant lot unless screened from public view from the adjacent frontage street or streets: Any and all junk, trash, litter, garbage, boxes, bottles, cans; any and all unused animal pens or cages, including any type of insect enclosures; and any and all discarded lumber, salvaged materials, or other similar materials ~~in any front yard, side yard, rear yard or vacant lot~~, except for such materials being used for an immediate construction project on said premises.

(7) Any attractive nuisances dangerous to children including, but not limited to, abandoned, broken or neglected buildings, equipment, machinery, refrigerators and freezers, excavations, shafts, or insufficiently supported walls or fences in any front yard, side yard, rear yard or vacant lot.

(8) Broken or discarded furniture, furnishings, appliances, household equipment and other similar items, in any front yard, side yard, rear yard or vacant lot unless screened from public view from the adjacent frontage street or streets.

(9) Dead, decayed, diseased or hazardous trees or vegetation/grass clippings (except that used as compost for fertilizer), including that which by casual contact with the skin is dangerous to public health, safety and welfare, located in any front yard, side yard, rear yard or vacant lot.

(10) Graffiti on the exterior of any building, fence, or other structure in any front yard, side yard, rear yard or vacant lot unless screened from public view from the adjacent frontage street or streets.

(11) Nonoperational or ~~abandoned~~ unused vehicles or parts thereof, or other articles of personal property which are discarded or left in a state of partial construction or repair in any front yard, side yard, rear yard or vacant lot unless screened from public view from the adjacent frontage street or streets. The responsible person may have on his or her premises, at any one time, only one nonoperational or ~~abandoned~~ unused vehicle outside an enclosed building for a period not to exceed 14 days. “Nonoperational or unused vehicle” means a vehicle substantially meeting one of the following requirements:

(a) Is immobile because it either: (i) lacks an engine or other parts or equipment necessary to operate it safely or legally on the street; (ii) has one or more flat tires; or (iii) is mounted on skids or jacks;

(b) Displays registration tabs which have expired for more than 12 months;

(c) Has overgrown vegetation or garbage or debris collecting underneath; or

(d) Is used primarily to store items such as auto parts, yard tools, garbage, debris, clothing, miscellaneous household items, etc.

(12) Vegetation exceeding 12 inches in height (exclusive of plants and flowers within a flower bed, shrubbery and trees) located in any front yard, side yard, rear yard or vacant lot unless screened from public view from the adjacent frontage street or streets.

(13) Utility trailers, unmounted camper or recreation vehicles shall not be located in the front yard. They may be located in the driveway, parallel to the driveway, or behind the front building line of the property on either side of the building on a maintained surface.

(14) Accessory structures, including detached garages, sheds, decks, patios and similar structures, which are not maintained structurally sound and in good repair.

(15) Any unfinished structure, for which there has been a cessation of construction activity for more than two years and which is determined by the city to be in violation of the building code and subject to abatement by demolition or completion of the construction to meet the requirements of the building code.

(16) Any catastrophic or fire damaged premises, which have not been secured from entry within forty-eight (48) hours and from which all debris has not been removed and properly discarded within ten (10) days of the fire department's release of the property.

(17) Fences, walls, hedges and retaining walls that are not maintained in a structurally sound and sanitary condition so as to endanger the public health, safety or welfare.

(18) Exterior properties that are not graded and maintained to prevent the erosion of soil and to prevent the accumulation of water on the premises. Storm water, including discharge from gutters, downspouts, swimming pools, hot tubs, spas, sump pumps or similar features shall not discharge water off the source premise unless expressly approved by the City of Marysville.

(19) Open storage on premises except:

_(a) As expressly permitted in Title 19 MMC;

_(b) Open storage does not include items customarily used in association with the permitted principal use of the property and suitable for outdoor use such as lawn furniture, play equipment, gardening equipment, and similar items; and

_(c) Open storage does not include construction materials or seasonal materials used for gardening that are stored in a manner to protect their utility and prevent deterioration and are reasonably expected to be used at the site within six (6) months.

_(d) Open storage does not include materials screened from public view from the adjacent frontage street or streets.

(20) Premises containing rodent, insect and vermin harborage and/or infestation as determined by the county health officer. Infestations shall be promptly exterminated by methods that ensure the public's health, safety and welfare. Owners shall take preventive measures to protect buildings and premises from future infestations.

(21) Sidewalks, walkways, stairs, driveways, parking spaces and similar areas on private property containing hazardous conditions or violations of approved site or plot plans and barrier free accessible parking requirements.

(22) Swimming pools and swimming pool barriers that are not maintained in a clean, sanitary condition, and in good repair.

(23) Any hazard tree that has not been removed from property or that is maintained in such a way that it threatens persons or property.

(24) Vacant structures and premises thereof or vacant land, which are not maintained in a clean, safe, secure and sanitary condition so as not to cause a blighting problem or adversely affect the public health.

(25) Motor vehicles that are not parked on improved all weather surfaces and motor vehicles, other than those in subsection (b) of this section, that are parked in the setbacks except in front yard or side street setbacks when in a driveway that provides access to an approved parking location and in conformance with Title 19 MMC. Parked motor vehicles shall not block access to required parking.

(26) Recreational vehicles, boats, and trailers that are not parked, kept or stored on an improved all weather surface or that are parked, kept or stored in required front yard setbacks, except for a driveway. Recreational vehicle, boat, or trailer parking in the side or rear yard setbacks is allowed so long as emergency responders may access all sides of a structure. Access to parking shall be via an approved driveway approach and an improved all weather surface.

(27) Truck tractors, as defined in RCW 46.04.655, and semi-trailers, as defined in RCW 46.04.530, that are parked, kept or stored in residentially zoned areas, on residential property in other zones or on sites that have not been permitted, improved and approved for such use. This requirement shall not apply to the parking, keeping or storage of agricultural machinery on residential premises to be used for agricultural use allowed by Title 19 MMC or when equipment is used in conjunction with a permitted or allowed project.

(28) Heavy commercial equipment that is not be parked, kept or stored in residentially zoned areas, on residential property in other zones or on sites that have not been permitted, improved and approved for such use. This requirement shall not apply to the parking, keeping or storage of agricultural machinery on residential premises to be used for agricultural use allowed by Title 19 MMC or when equipment is used in conjunction with an ongoing permitted or allowed project.

(29) Temporary or portable structures, such as portable storage tents, temporary canopies, or other similar structures, which are not removed within seventy-two hours, ~~unless screened from public view from the adjacent frontage street or streets when located within the front yard.~~

Section 3. Severability.

If any word, phrase, sentence, provision, or portion of this ordinance is declared to be invalid or unenforceable, it shall not affect validity or enforceability of the remaining words, phrases, sentences, provisions or portions of this ordinance.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 20089.

CITY OF MARYSVILLE

By _____
DENNIS 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, WASHINGTON AMENDING THE CITY'S CODE ENFORCEMENT AND NUISANCE REGULATIONS AND AMENDING CHAPTERS 4.02 AND 6.24 OF THE MARYSVILLE MUNICIPAL CODE.

WHEREAS, the City Council finds that it is in the public interest to update the City's code enforcement and nuisance regulations;

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

Section 1. Chapter 4.02 MMC is hereby amended to read as follows:

**Chapter 4.02
ENFORCEMENT PROCEDURES**

Sections:

[4.02.010](#) Purposes.

[4.02.020](#) Definitions.

[4.02.030](#) Citizen complaints.

[4.02.040](#) Penalties and enforcement.

[4.02.050](#) Code enforcement procedures manual.

4.02.010 Purposes.

The purposes of this title are:

(1) To establish an efficient system to enforce the city of Marysville Municipal Code (MMC), providing for both civil and criminal remedies for violations;

(2) To provide opportunity for a prompt hearing and decision on alleged violations of the MMC;

- (3) To establish monetary penalties for violations of the MMC; and
- (4) To abate/bring into compliance violations of the MMC. (Ord. 2045 § 1, 1995).

4.02.020 Definitions.

For the purposes of this chapter, the following definitions shall apply unless the context or meaning clearly indicates otherwise:

- (1) “City” means the city of Marysville, Washington.
- (2) “Director” means the directors of any department of the city, or such other head of a department that is authorized to utilize the provisions of this title to enforce violations of the MMC and shall include any duly authorized representative of such director. If more than one department is authorized to act under this title, the term “director” shall also be understood to mean all applicable “directors.”
- (3) “Hearing examiner” means the city of Marysville hearing examiner, codified by Chapter [2.70](#) MMC, or the examiner’s duly authorized representative.
- (4) “MMC” means the Marysville Municipal Code.
- (5) “Permit” means any form of certificate, approval, registration, license or other written permission given to any person to engage in any activity as required by law, ordinance or regulation. The term “permit” shall not include preliminary or final plat approval or any rezone.
- (6) “Person” as used in this title includes any natural person, organization, corporation or partnership and its agents, representatives or assigns.
- (7)

"Public nuisance" means the following:

- a. a nuisance or public nuisance as defined in state statute or city ordinance, including but not limited to Ch. 7.48 RCW, Ch. 6.24 MMC, Ch. 6.25 MMC, and Ch. 7.04 MMC;
- b. a nuisance at common law, either public or private;
- c. a violation of the city’s land use, zoning, and environmental regulations (Titles 15, 18, 19, and 20 MMC) , construction code regulations (Title 16 MMC), water, sewer, and stormwater regulations (Title 14 MMC), business license regulations (Title 5 MMC), noise regulations (Ch. 6.76 MMC), health and sanitation regulations (Title 7 MMC), fire regulations (Title 9 MMC), animal control regulations (Title 10 MMC), abandoned, unauthorized and junk vehicle regulations (Ch. 11.36 MMC), and any other violation of the Marysville Municipal Code that poses a threat to the public health, safety or welfare.

4.02.030 Citizen complaints.

(1) Written Complaint/Notice to Owner. On forms provided by city departments, any aggrieved person may file a written complaint with the director alleging that a violation of the MMC has occurred or may occur. The citizen complaint process shall not apply to actions for which there are administrative and/or judicial appeals provided for in this title or other titles, chapters or sections of the MMC. Each complaint shall state fully the causes and bases for the complaint and shall be filed with the appropriate department. A copy of the complaint shall be promptly mailed to the property owner of the subject property via first class and certified (return receipt requested) mail.

(2) Hearing Before the Hearing Examiner. Within 60 days of completing and filing the complaint, the complainant may request, in writing, a hearing before the hearing examiner. As soon as the complaint is filed, the director shall cease all administrative action and schedule a hearing. The date of hearing shall be not more than 90 days from the receipt of the complaint. The person filing the complaint shall have the burden of demonstrating that a violation has occurred or may occur.

(3) Hearing Examiner's Decision. Within 10 city working days of the conclusion of the public hearing, the hearing examiner shall file a written decision with the department. The hearing examiner's decision shall be final with a right of appeal only to Snohomish County superior court as provided in subsection (4) of this section. The hearing examiner has the authority to award costs and expenses to the prevailing party and the city.

(4) Appeal to Snohomish County Superior Court. Within 10 city working days of the hearing examiner's written decision, a party may appeal the hearing examiner's decision to the Snohomish County superior court by filing a writ of review. In the event there is no appeal to superior court and the hearing examiner's decision becomes final, it shall be enforced pursuant to MMC [4.02.040](#)(10). (Ord. 2045 § 1, 1995).

4.02.040 Penalties and enforcement.

(1) Director Authorized to Enforce Codes. The director is charged with enforcement of the provisions of this title and the MMC.

(2) Violations. It shall be unlawful for any person to construct, enlarge, alter, repair, move, demolish, use, occupy or maintain any use or cause the same to be done in violation of any of the provisions of this title or other titles, chapters or sections of the MMC. Any such violation as determined by the director is declared to be a public nuisance and shall be corrected by any reasonable and lawful means as provided in this section. In the event the penalties provided in this title conflict with any penalty provided in any other section, chapter or title of the Marysville Municipal Code, the penalty provisions of this title shall control.

(3) Director's Remedies. Upon finding a violation, the director may:

(a) Institute appropriate action or proceeding to require compliance with this title or to enjoin, correct or abate any acts or practices which constitute or will constitute a violation;

(b) Issue a temporary enforcement order, stop work order, emergency order, or permanent enforcement order, pursuant to subsections (7) and (8) of this section;

(c) Abate the violation if corrective work is not commenced or completed within the time specified in a permanent enforcement order;

(d) Suspend or revoke any approvals or permits issued pursuant to this title, Title 5 (Business Regulations and Licenses), including without limitation §§ [5.02.140](#), [5.20.080](#), [5.52.090](#); Title 6 (Peace, Morals and Safety), including without limitation Chapter [6.24](#), Title 7 (Health and Sanitation), including without limitation §§ [7.04.010](#) – [7.04.100](#); Title 9 (Fire); Title 11 (Traffic), including without limitation § [11.36.040](#); Title 12 (Streets and Sidewalks), including without limitation §§ [12.08.140](#), 12.12, [12.20.010](#), 12.24, [12.36.020](#) – [12.36.030](#), [12.40.020](#) – [12.40.030](#); Title 14 (Water and Sewers), including without limitation §§ [14.15.170](#), [14.16.100](#), [14.16.140](#), [14.17.050](#); Title 16 (Building), Title 18 (Planning), Title 19 (Zoning), Title 20 (Subdivisions);

(e) Assess civil penalties after notice and order set forth in subsection (8)(b)(iv) of this section or recovered by legal action filing in Snohomish County superior court; and/or

(f) File a lien against the property for costs of abatement and/or civil fines.

(g) Issue civil infractions:

(i). Any violation of this code to which this chapter applies is deemed and declared to be a civil infraction. Each day of violation shall constitute a separate civil infraction.

(ii). Any person found to have committed a civil infraction shall be assessed a fine as set forth in the following schedule:		FIRST VIOLATION		REPEAT VIOLATION	
		Non-Commercial	Commercial	Non-Commercial	Commercial
Code Provisions:					
Title:	Chapter:				
4 Enforcement Code	4.02 Enforcement, Stop Work & Emergency Orders	\$300	\$500	\$600	\$1,000
5 Business Regulations & Licenses	5.02 Business licenses	\$150	\$250	\$300	\$500

6 Penal Code	6.24 Public nuisances	\$150	\$250	\$300	\$500
	6.76 Noise regulations	\$150	\$250	\$300	\$500
7 Health & Sanitation	7.04 Unsanitary Conditions - nuisance	\$150	\$250	\$300	\$500
	7.08 Garbage Collection	\$150	\$250	\$300	\$500
9 Fire Code	9.04 Fire Code	\$150	\$250	\$300	\$500
12 Streets & Sidewalks	12.24 Sidewalks dangerous conditions	\$150	\$250	\$300	\$500
	12.36 Vegetation	\$150	\$250	\$300	\$500
	12.40 Clean conditions of Public Right of Way	\$150	\$250	\$300	\$500
14 Water & Sewer	14.01 General Provisions	\$150	\$250	\$300	\$500
	14.15 On-site Storm Water Drainage Code	\$150	\$250	\$300	\$500
	14.16 Public storm drainage code	\$150	\$250	\$300	\$500
	14.17 Private storm drainage code	\$150	\$250	\$300	\$500
16 Building	16.04 Building Code	\$150	\$250	\$300	\$500
		FIRST VIOLATION		REPEAT VIOLATION	
Code Provisions:		Non-Commercial	Commercial	Non-Commercial	Commercial
Title:	Chapter:				
19 Zoning	19.08 Permitted uses	\$150	\$250	\$300	\$500
	19.12 Development Standards Density and Dimensions	\$150	\$250	\$300	\$500
	19.14 Development Standards - Design requirements	\$150	\$250	\$300	\$500
	19.16 Development Standards - Landscaping	\$150	\$250	\$300	\$500
	19.20 Sign Code	\$150	\$250	\$300	\$500
	19.24				

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	Critical Areas Management	\$250	\$350	\$500	\$700
	19.28 Clearing, Grading, Filling & Erosion Control	\$250	\$350	\$500	\$700
	19.32 Home Occupations	\$150	\$250	\$300	\$500
	19.40 Development Standards - Recreational vehicle parks	\$150	\$250	\$300	\$500

(iii). Civil infractions will be administered and processed through Marysville Municipal Court as set forth in the Marysville Municipal Code, state law, the Washington State Court Rules Infraction Rules for Courts of Limited Jurisdiction IRLJ and local court rules for Marysville Municipal Court.

(h) Mitigate civil fines.

1. The Director may reduce or waive civil fines assessed under this Chapter, if the violation is corrected within the specified deadline and the correction is verified by the City. A reduction shall be in writing and state the date on which the violation was corrected.

2. For reduction or waiver of fines, the person(s) named shall have the burden of proof that the violation has been corrected.

3. Any reduction or waiver shall be based on an evaluation of individual circumstances, including but not limited to the severity of the violation, repetition of violations, protection of the public interest, and responsiveness of the person(s) responsible to correct, cure, abate, and/or stop the violation.

(4) Violators Punishable by Criminal Fine and Imprisonment. As an alternative to any other remedy provided in this title or by law or other ordinance, any person willfully or knowingly violating any provision of this title or other titles, chapters or sections of the MMC, or amendments thereto, or any person aiding or abetting such violation is guilty of a misdemeanor and upon conviction shall be punished by a fine not to exceed \$1,000 and/or imprisonment for a term not to exceed 90 days. Each day such violation continues may be considered a separate offense.

(5) Inspections.

(a) Whenever the director has reasonable cause to believe that a violation has been or is being committed, the director or the director's duly authorized inspector may enter any building, structure or property at any reasonable time to inspect the use and perform any duty conferred on the director by this title.

(b) If the building, structure or property is occupied, the director shall first present identification credentials, state the reason for the inspection and demand entry. If consent to enter is not given and if:

(i) The director has reason to believe that the conditions create an imminent and irreparable hazard, then the director shall enter; or

(ii) The director has reason to believe that the conditions do not create an imminent and irreparable hazard, the director shall enter after first obtaining a civil search warrant.

(c) If the building, structure or property is not occupied, the director shall make a reasonable effort to locate the owner or other person(s) having control and request permission to enter. If the director is unable to locate the owner or person(s) having control, and if:

(i) The director has reason to believe that conditions therein create an immediate and irreparable hazard, the director shall enter; or

(ii) The director has reason to believe that the conditions do not create an imminent and irreparable hazard, the director shall enter after first obtaining a search warrant.

(6) Violators Punishable by Civil Penalties After Administrative Notice and Order.

(a) Director to Determine Violation and May Provide Enforcement Order. Within 30 days of notice of a potential violation, the director is authorized to and shall determine whether a violation has occurred and, if the director determines that a violation has occurred, shall issue a temporary or permanent enforcement order. The director shall notify the complainant, the owner or operator of the source of the violation, and the person in possession of the property or the person causing the violation of the director's determination in writing within three city working days of the determination. Service of the notice by first class and certified (return receipt requested) mail to the last known address of the complainant and violators shall be deemed effective notice (see subsection (3)(d) of this section).

(b) Director May Commence Administrative Notice. Additionally, whenever the director has reason to believe that a use or condition exists in violation of this title and that violation will be most promptly and equitably terminated by an administrative proceeding, the director may commence an administrative notice and order proceeding to cause assessment of a civil penalty, abatement or suspension of all activities, work or revocation of any approvals or permits issued pursuant to this title, Title 5 (Business Regulations and Licenses), including without limitation §§ [5.02.140](#), [5.20.080](#), [5.52.090](#); Title 6 (Peace, Morals and Safety), including without limitation Chapter [6.24](#), Title 7 (Health and Sanitation), including without limitation §§ [7.04.010](#) – [7.04.100](#); Title 9 (Fire); Title 11 (Traffic), including without limitation § [11.36.040](#); Title 12 (Streets and Sidewalks), including without limitation §§ [12.08.140](#), 12.12, [12.20.010](#), 12.24, [12.36.020](#) – [12.36.030](#), [12.40.020](#) – [12.40.030](#); Title 14 (Water and Sewers), including without limitation §§ [14.15.170](#), [14.16.100](#), [14.16.140](#), [14.17.050](#); Title 16 (Building), Title 18 (Planning), Title 19 (Zoning), Title 20 (Subdivisions).

(7) Temporary Enforcement Order, Stop Work Order, and Emergency Order.

(a) The director may cause a temporary enforcement order, stop work order, or emergency order (“Order”) to be posted on the subject property or served on the property owner and/or persons engaged in any work or activity on the property, as provided in this section.

(i) A temporary order may be issued pursuant to and in accordance with subsection (6)(a) of this section.

(ii) A stop work order may be issued to immediately cease specified work or activity, when the director finds that such work or activity is being conducted in violation of the MMC or in a dangerous or unsafe manner.

(iii) An emergency order may be issued to immediately cease and remedy specified work or activity, when the director finds that such work or activity is being conducted in a hazardous or unsafe manner that threatens the health or safety of the occupants of any premises or members of the public.

(iv) Violation of a stop work order or emergency order shall constitute a misdemeanor, punishable as provided in subsection (4) of this section.

(b) The order shall require immediate cessation of such work or activities and may temporarily suspend any approval or permit issued under this title, Title 5 (Business Regulations and Licenses), including without limitation §§ [5.02.140](#), [5.20.080](#), [5.52.090](#); Title 6 (Peace, Morals and Safety), including without limitation Chapter [6.24](#), Title 7 (Health and Sanitation), including without limitation §§ [7.04.010](#) – [7.04.100](#); Title 9 (Fire); Title 11 (Traffic), including without limitation § [11.36.040](#); Title 12 (Streets and Sidewalks), including without limitation §§ [12.08.140](#), 12.12, [12.20.010](#), 12.24, [12.36.020](#) – [12.36.030](#), [12.40.020](#) – [12.40.030](#); Title 14 (Water and Sewers), including without limitation §§ [14.15.170](#), [14.16.100](#), [14.16.140](#), [14.17.050](#); Title 16 (Building), Title 18 (Planning), Title 19 (Zoning), Title 20 (Subdivisions).

(c) The order may be issued without written or oral notice and shall expire by its own terms in 10 days unless the director extends or issues and transmits a permanent enforcement order pursuant to subsection (8) of this section.

(d) The order shall contain:

(i) The street address, when available, and a legal description of the real property;

(ii) A statement that the director has found the person to be in violation of this Title and a brief and concise description of the condition found to be in violation;

(iii) A statement of the corrective action to be taken;

(iv) A statement that the order shall expire by its own terms in 10 days unless extended in writing or a permanent order is issued;

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(v) A statement that the violator may be subject to a civil penalty in the amount set forth in subsection (3)(g) of this section for each day that the violation continues and, if applicable, the conditions on which assessment of such civil penalty is contingent.

(e) **Withdrawal or Issuance of Additional Temporary Order.** The director may withdraw a temporary order if compliance is achieved within 10 calendar days of posting or service thereof. If, after withdrawal, the violation is continued or repeated, the director may cause a second temporary order to be posted on the subject property or served on persons engaged in any work or activity in violation of this title. Any subsequent order involving the same violation shall be permanent.

(8) Permanent Enforcement Order.

(a) A permanent enforcement order shall be issued by the director and become final within 10 calendar days, unless written appeal is received asking for a hearing before the hearing examiner.

(b) The permanent enforcement order shall contain:

(i) The street address and, when available, a legal description of real property;

(ii) A statement that the director has found the person to be in violation of this title and a brief and concise description of the conditions found to be in violation;

(iii) A statement of the corrective action required to be taken. If the director has determined that corrective work is required, the order shall mandate that all required permits be secured and the work be physically commenced and completed within such time as the director determines is reasonable under the circumstances, but in no event shall such time exceed 90 days;

(iv) A statement that the violator may be subject to a civil penalty in the amount set forth in subsection (3)(g) of this section for each day that the violation continues and, if applicable, the conditions on which assessment of such civil penalty is contingent;

(v) Statements advising:

(A) If any required work is not commenced or completed within the time specified, the director shall proceed to abate the violation and cause the work to be done and charge the costs thereof as a lien against the property and any other property owned by the person in violation and as a personal obligation of any person in violation; and

(B) If any assessed civil penalty is not paid, the director will charge the amount of the penalty as a lien against the property and as a joint and separate personal obligation of any person in violation; and

(C) The violator of the violator's right to appeal and the appeal process.

(c) Any order issued by the director pursuant to this title shall be final unless a timely appeal is filed.

(d) Service. Service of the permanent enforcement order shall be made upon all persons identified in the order either personally or by mailing a copy of such order by certified mail, postage prepaid, return receipt requested to the last known address. If the address of any such person cannot reasonably be ascertained, a copy of the order shall be mailed to such person at the address of the location of the violation. The failure of any such person to receive such notice shall not affect the validity of any proceedings taken under this title. Service by certified mail in the manner provided in this section shall be effective on the date of postmark. The order may be, but is not required to be posted on the subject property.

(e) Supplemental Order. The director may at any time add to, rescind in part, or otherwise modify a permanent enforcement order.

(9) Appeal.

(a) A written appeal may be filed within 10 calendar days following issuance of a temporary enforcement order, stop work order, emergency order, or permanent enforcement order.

(b) An appeal of a stop work order or emergency order shall not stay the requirement that the specified work or activity immediately cease and/or be remedied.

(c) The director shall prepare and transmit to the hearing examiner any appeal of a temporary or permanent enforcement order, and a hearing shall be scheduled within 60 days of the appeal date. Cost of the appeal shall be part of the decision. The hearing examiner's decision may be reviewed by an action for writ of review in the superior court of Snohomish County filed within 10 calendar days of the decision. If no appeal is filed in the required length of time, the hearing examiner's decision shall be final.

(10) Violation of Permanent Order. If, after any permanent order duly issued by the director or hearing examiner has become final, the person to whom such order is directed fails, neglects, or refuses to obey such order, including refusal to pay a civil penalty assessed under such order, the director may:

(a) Cause such person to be prosecuted under the provisions of this title;

(b) Institute any appropriate action to collect a civil penalty assessed under this title;

(c) Abate the violation using the procedures of this title; and/or

(d) Pursue any other appropriate remedy at law or equity.

(11) Revocation or Suspension of Approvals or Permits. The director may permanently revoke or suspend any approval or permit issued under this title, Title 5 (Business Regulations and Licenses), including without limitation §§ [5.02.140](#), [5.20.080](#), [5.52.090](#); Title 6 (Peace, Morals and Safety), including without limitation Chapter [6.24](#), Title 7 (Health and Sanitation), including without limitation §§ [7.04.010](#) – [7.04.100](#); Title 9 (Fire); Title 11 (Traffic), including without limitation § [11.36.040](#); Title 12 (Streets and Sidewalks), including without limitation §§ [12.08.140](#), 12.12, [12.20.010](#), 12.24, [12.36.020](#) – [12.36.030](#), [12.40.020](#) – [12.40.030](#); Title 14 (Water and Sewers), including without limitation §§ [14.15.170](#), [14.16.100](#), [14.16.140](#), [14.17.050](#); Title 16 (Building), Title 18 (Planning), Title 19 (Zoning), Title 20 (Subdivisions), for any of the following reasons:

(a) Failure of the holder to comply with the requirements of such title; or

(b) Failure of the holder to comply with any order issued pursuant to this title; or

(c) Discovery by the director that an approval or a permit was issued in error or on the basis of incorrect information supplied to the city.

Such approval of permit revocation or suspension shall be carried out through the notice and order provisions of this section. The revocation or suspension shall be final within five working days of the conclusion of a hearing unless the hearing examiner renders a written decision modifying or denying the revocation or suspension.

(12) Lien.

(a) City Has Lien. The city of Marysville shall have a lien for any civil penalty imposed or for the cost of any work or abatement done pursuant to this title, or both, against the real property on which the civil penalty was imposed or any of the work of abatement was performed and against any other real property owned by any person in violation. The civil penalty shall be a joint and several obligation of all people found to be in violation. The lien shall be subordinate to all existing special assessment liens previously imposed upon the same property and shall be superior to all other liens, except for state and county taxes, with which it shall be on a parity.

(b) Director's Authority to Claim Lien. The director shall cause a claim for lien to be filed for record with the auditor within 90 days from the date the civil penalty is due or within 90 days from the date of completion of the work or abatement performed by the city of Marysville pursuant to this title.

(c) Notice of Lien. The notice and order of a director pursuant to this title shall give notice to the owner that a lien for the civil penalty or the cost of abatement, or both, may be claimed by the city. Service of the notice and order shall be made upon all persons identified in the notice and order either personally or by mailing a copy of such notice and order by certified mail, postage prepaid, return receipt requested.

(d) Contents of Lien. The claim of lien shall contain the following:

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(i) The authority for imposing a civil penalty or proceeding to abate the violation, or both;

(ii) A brief description of the civil penalty imposed or the abatement work done, or both, including the violations charged and the duration thereof, the time the work was commenced and completed and the name of the persons or organizations performing the work;

(iii) A legal description of the property to be charged with the lien;

(iv) The name of the known or reputed owner; and

(v) The amount, including lawful and reasonable costs, for which the lien is claimed.

(e) Verification of Lien. The lien shall be verified by the director to the effect that the director believes that the claim is just.

(f) Filing of Lien. The lien shall be recorded with the Snohomish County auditor.

(g) Duration of Lien. No lien created under this title shall bind the property for a period longer than three years after the claim has been filed unless an action is commenced in the proper court within that time to enforce the lien.

(h) Foreclosure of Lien. The lien may be foreclosed by a civil action in Snohomish County superior court.

(i) Removal of Lien. All liens shall be removed by the city of Marysville when all conditions placed upon the violator(s) by a notice and order or by the hearing examiner have been satisfied. (Ord. 2045 § 1, 1995).

4.02.050 Code enforcement procedures manual.

The code enforcement officer shall have the authority to adopt and adhere to a code enforcement procedures manual which shall be available for public inspection and copying during regular business hours. (Ord. 2045 § 1, 1995).

Section 2. Chapter 6.24 MMC is hereby amended by amending MMC 6.24.050 to read as follows:

6.24.050 Types of nuisances.

It shall be a “public nuisance” within the city of Marysville and a violation of the Marysville Municipal Code, if any responsible person or persons shall maintain or allow to be maintained on real property which he or she may have charge, control or occupy, except as may be permitted by

any other city ordinance, whether visible or not from any public street, alley or residence, any of the following conditions:

(1) Every person who makes or keeps any explosive or combustible substance in the city, or carries it through the streets thereof, in quantity or manner prohibited by Chapter 70.74 RCW, and every person who, by careless, negligent or unauthorized use or management of any such explosive or combustible substance, injures or causes injury to the person or property of another.

(2) No person shall permit or allow outside of any dwelling, building or other structure or within any unoccupied or abandoned building, dwelling or other structure under his control, in a place accessible to children, any abandoned, unattended or discarded icebox, refrigerator or other container which has an airtight door or lid, snap lock or other automatic locking device which may not be released from the inside, without first removing said door or lid, snap lock or other locking device from said refrigerator, icebox or container. (3) No person shall abandon or discontinue use of or permit or maintain on his premises any abandoned or unused well, cistern or storage tank, without first demolishing or removing from the city such storage tank, or securely closing and barring any entrance or trap door thereto, or filling any well or cistern, or capping the same with sufficient security to prevent access thereto by children.

(4) No person shall, without lawful authority from the appropriate public entity, attach any advertising signs, posters, or any other similar object, to any public structure, sign or traffic-control device..

(5) No person shall attach to utility poles any of the following: advertising signs, posters, vending machines, or any similar object which presents a hazard to, or endangers the lives of, electrical workers. Any attachment to utility poles shall only be made with the permission of the utility company involved, and shall be placed not less than 12 feet above the surface of the ground. (6) Accumulations of the following materials in any front yard, side yard, rear yard or vacant lot unless screened from public view from the adjacent frontage street or streets: any and all junk, trash, litter, garbage, boxes, bottles, cans ; any and all unused animal pens or cages, including any type of insect enclosures; and any and all discarded lumber, salvaged materials, or other similar materials, except for such materials being used for an immediate construction project on said premises.

(7) Any attractive nuisances dangerous to children including, but not limited to, abandoned, broken or neglected buildings, equipment, machinery, refrigerators and freezers, excavations, shafts, or insufficiently supported walls or fences in any front yard, side yard, rear yard or vacant lot.

(8) Broken or discarded furniture, furnishings, appliances, household equipment and other similar items, in any front yard, side yard, rear yard or vacant lot unless screened from public view from the adjacent frontage street or streets.

(9) Dead, decayed, diseased or hazardous trees or vegetation/grass clippings (except that used as compost for fertilizer), including that which by casual contact with the skin is dangerous to public health, safety and welfare, located in any front yard, side yard, rear yard or vacant lot.

(10) Graffiti on the exterior of any building, fence, or other structure in any front yard, side yard, rear yard or vacant lot unless screened from public view from the adjacent frontage street or streets.

(11) Nonoperational or unused vehicles or parts thereof, or other articles of personal property which are discarded or left in a state of partial construction or repair in any front yard, side yard, rear yard or vacant lot unless screened from public view from the adjacent frontage street or streets. The responsible person may have on his or her premises, at any one time, only one nonoperational or unused vehicle outside an enclosed building for a period not to exceed 14 days. "Nonoperational or unused vehicle" means a vehicle substantially meeting one of the following requirements:

(a) Is immobile because it either: (i) lacks an engine or other parts or equipment necessary to operate it safely or legally on the street; (ii) has one or more flat tires; or (iii) is mounted on skids or jacks; (b) Displays registration tabs which have expired for more than 12 months;

(c) Has overgrown vegetation or garbage or debris collecting underneath; or

(d) Is used primarily to store items such as auto parts, yard tools, garbage, debris, clothing, miscellaneous household items, etc.

(12) Vegetation exceeding 12 inches in height (exclusive of plants and flowers within a flower bed, shrubbery and trees) located in any front yard, side yard, rear yard or vacant lot unless screened from public view from the adjacent frontage street or streets.

(13) Utility trailers, unmounted camper or recreation vehicles shall not be located in the front yard. They may be located in the driveway, parallel to the driveway, or behind the front building line of the property on either side of the building on a maintained surface.

(14) Accessory structures, including detached garages, sheds, decks, patios and similar structures, which are not maintained structurally sound and in good repair.

(15) Any unfinished structure, for which there has been a cessation of construction activity for more than two years and which is determined by the city to be in violation of the building code and subject to abatement by demolition or completion of the construction to meet the requirements of the building code.

(16) Any catastrophic or fire damaged premises, which have not been secured from entry within forty-eight (48) hours and from which all debris has not been removed and properly discarded within ten (10) days of the fire department's release of the property.

(17) Fences, walls, hedges and retaining walls that are not maintained in a structurally sound and sanitary condition so as to endanger the public health, safety or welfare.

(18) Exterior properties that are not graded and maintained to prevent the erosion of soil and to prevent the accumulation of water on the premises. Storm water, including discharge from gutters, downspouts, swimming pools, hot tubs, spas, sump pumps or similar features shall not discharge water off the source premise unless expressly approved by the City of Marysville.

(19) Open storage on premises except:

(a) As expressly permitted in Title 19 MMC;

(b) Open storage does not include items customarily used in association with the permitted principal use of the property and suitable for outdoor use such as lawn furniture, play equipment, gardening equipment, and similar items; and

(c) Open storage does not include construction materials or seasonal materials used for gardening that are stored in a manner to protect their utility and prevent deterioration and are reasonably expected to be used at the site within six (6) months.

(d) Open storage does not include materials screened from public view from the adjacent frontage street or streets.

(20) Premises containing rodent, insect and vermin harborage and/or infestation as determined by the county health officer. Infestations shall be promptly exterminated by methods that ensure the public's health, safety and welfare. Owners shall take preventive measures to protect buildings and premises from future infestations.

(21) Sidewalks, walkways, stairs, driveways, parking spaces and similar areas on private property containing hazardous conditions or violations of approved site or plot plans and barrier free accessible parking requirements.

(22) Swimming pools and swimming pool barriers that are not maintained in a clean, sanitary condition, and in good repair.

(23) Any hazard tree that has not been removed from property or that is maintained in such a way that it threatens persons or property.

(24) Vacant structures and premises thereof or vacant land, which are not maintained in a clean, safe, secure and sanitary condition so as not to cause a blighting problem or adversely affect the public health.

(25) Motor vehicles that are not parked on improved all weather surfaces and motor vehicles, other than those in subsection (b) of this section, that are parked in the setbacks except in front yard or side street setbacks when in a driveway that provides access to an approved parking location and in conformance with Title 19 MMC. Parked motor vehicles shall not block access to required parking.

(26) Recreational vehicles, boats, and trailers that are not parked, kept or stored on an improved all weather surface or that are parked, kept or stored in required front yard setbacks, except for a driveway. Recreational vehicle, boat, or trailer parking in the side or rear yard setbacks is allowed so long as emergency responders may access all sides of a structure. Access to parking shall be via an approved driveway approach and an improved all weather surface.

(27) Truck tractors, as defined in RCW 46.04.655, and semi-trailers, as defined in RCW 46.04.530, that are parked, kept or stored in residentially zoned areas, on residential property in other zones or on sites that have not been permitted, improved and approved for such use. This requirement shall not apply to the parking, keeping or storage of agricultural machinery on residential premises to be used for agricultural use allowed by Title 19 MMC or when equipment is used in conjunction with a permitted or allowed project.

(28) Heavy commercial equipment that is not be parked, kept or stored in residentially zoned areas, on residential property in other zones or on sites that have not been permitted, improved and approved for such use. This requirement shall not apply to the parking, keeping or storage of agricultural machinery on residential premises to be used for agricultural use allowed by Title 19 MMC or when equipment is used in conjunction with an ongoing permitted or allowed project.

(29) Temporary or portable structures, such as portable storage tents, temporary canopies, or other similar structures, which are not removed within seventy-two hours, when located within the front yard.

Section 3. Severability.

If any word, phrase, sentence, provision, or portion of this ordinance is declared to be invalid or unenforceable, it shall not affect validity or enforceability of the remaining words, phrases, sentences, provisions or portions of this ordinance.

PASSED by the City Council and APPROVED by the Mayor this ____ day of _____, 2009.

CITY OF MARYSVILLE

By _____
DENNIS 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, WASHINGTON, SETTING FORTH THE AGREEMENT BETWEEN THE CITY OF MARYSVILLE AND T-MOBILE WEST CORPORATION, A DELAWARE CORPORATION, GRANTING T-MOBILE, ITS SUCCESSORS AND ASSIGNS A NONEXCLUSIVE FRANCHISE TO CONSTRUCT, OPERATE, MAINTAIN, REMOVE, REPLACE, AND REPAIR WIRELESS FACILITIES WITHIN CITY RIGHT OF WAY.

WHEREAS, on October 23, 2006, the City of Marysville adopted Ordinance No. 2669, adopting Wireless Communication Facility Franchise Regulations and adopting a new Chapter 5.73 of the Marysville Municipal Code; and

WHEREAS, the City has also adopted land use regulations regarding Wireless Communications Facilities, which regulations are set forth in Ch. 19.43 MMC; and

WHEREAS, pursuant to Ch. 5.73 MMC, T-MOBILE WEST CORPORATION (hereinafter "Company") has applied for a nonexclusive franchise to operate and maintain its wireless facilities ("Facilities") through certain public rights of way and property within the City of Marysville (hereinafter the "City"); and,

WHEREAS, Company and the City have engaged in negotiations regarding the right of Company to install, operate and maintain wireless telecommunications equipment and facilities in portions of the right of way of the City; and

WHEREAS, Company and the City desire to enter into an agreement authorizing Company to use portions of the right of way in the City for its wireless telecommunications equipment and facilities subject to certain conditions and restrictions;

WHEREAS, RCW 35A.47.040 and Ch. 35.99 RCW authorize the City to grant nonexclusive master permits or franchises for telecommunications facilities in City rights of way, streets and other designated public properties, public ways, or other ways;

NOW, THEREFORE, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

Section 1. Grant of Franchise

1.1 Subject to Chapters 5.73 and 19.43 of the Marysville Municipal Code ("MMC") COMPANY is hereby granted a franchise (also referred to as a "master permit" or "Wireless Right of Way Use Agreement" or "Agreement") to use portions of the improved and maintained City right of way (also referred to as the "Franchise Area") for the purpose of constructing, replacing, maintaining and using equipment and facilities for

a wireless telecommunications system, provided COMPANY shall first obtain all necessary permits and authorizations required by the City.

Such permits and authorizations shall be issued subject to the provisions of Title 12 MMC and the provisions of this Agreement, which provisions may be incorporated by reference in such permits and authorizations as if fully set forth in whole therein. Such permits and authorizations shall also be subject to any other applicable statutes, ordinances, resolutions, codes, policies and standards. Nothing provided herein shall in any way limit the City's authority to otherwise exercise its police powers.

1.2. COMPANY and the City recognize that the rights authorized to be used by COMPANY pursuant to 1.1 above will permit COMPANY to construct some or all of a wireless telecommunications system in the City right of way.

COMPANY agrees to cooperate with the City's Public Works Department to identify and evaluate the portions of right of way necessary for COMPANY to serve its customers. Priority shall be given to use of those portions of right of way, construction upon which can be coordinated with other City and private construction activities, which will least impact the existing condition of the right of way, will least impact traffic during construction, and will least impact adjacent neighborhoods during construction and after installation. The Chief Administrative Officer, or other person designated by the Chief Administrative Officer or his/her designee (e.g., the City Engineer), shall be authorized to approve the use by COMPANY of such right of way requested by COMPANY, and the final decision regarding the use of the right of way shall remain in the sole discretion of the Chief Administrative Officer or his/her designee in accordance with state and federal law.

1.3. COMPANY shall be subject to a one-time administrative fee of two thousand dollars (\$2,000.00) for City's costs relating to the issuance and administration of this Agreement. COMPANY agrees to pay such administrative fee upon acceptance of this Agreement.

Nothing provided herein shall exempt or otherwise limit COMPANY's obligation to pay any applicable tax required by the Marysville Municipal Code or any other applicable regulation.

Pursuant to Section 35.21.860 of the Revised Code of Washington ("RCW"), the City is precluded from imposing a franchise fee on a telephone business as defined in RCW 82.04.065, except for administrative expenses or any tax authorized by RCW 35.21.865. COMPANY hereby warrants that its operations as authorized under this Agreement are those of a telephone business as defined in RCW 82.04.065. As a result, the City currently lacks the authority to impose a franchise fee under the terms of this Agreement, other than as described herein.

However, the City hereby reserves its right to impose a franchise fee on COMPANY, for purposes other than to recover its administrative expenses, if

COMPANY's operations as authorized by this Agreement change so that not all uses of the right of way are those of a "telephone business" as defined in RCW 82.04.065, or if statutory prohibitions on the imposition of such fees are removed or amended. In either instance, the City also reserves its right to require that COMPANY obtain a separate franchise for its change in use, which franchise may include provisions intended to regulate COMPANY's operations, as allowed under applicable law.

The City reserves its right to impose site specific charges for the use of City right of way for placement of wireless services equipment or facilities as provided in RCW 35.21.860(1)(e) by execution of an agreement in substantially the form set forth in Exhibit A – Addendum to Wireless Right of Way Use Agreement.

No rights shall pass to COMPANY by implication. Without limiting the foregoing, this Franchise shall not include or be a substitute for any permits, authorization or agreements for occupying any other property of the City or private entities to which access is not specifically granted by this Franchise, for operations on or in rights of way or on public property, or for the privilege of carrying on business within the City.

This Franchise is intended to convey limited rights and interests only as to those rights of way in which the City has an actual interest. It is not a warranty of title or interest in any right of way; it does not provide the Company with any interest in any particular location with the right of way; and it does not confer rights other than as expressly provided in the grant thereof.

COMPANY reserves its right to contest or challenge the City's determination that it may impose a franchise fee or require that COMPANY obtain a separate franchise under the provisions of this Section, federal or state law.

1.4. This Agreement shall be in effect for a period of five (5) years from the effective date of this Agreement. This Agreement shall automatically renew for four (4) additional five (5) year periods thereafter, upon the same terms and conditions, unless either party informs the other in writing of that party's intention not to renew this Agreement at least ninety (90) days prior to the expiration of the then-current term.

1.5. This Agreement may additionally be terminated by the City if COMPANY fails to commence construction of its facilities/system within one (1) year of the effective date of this Agreement unless otherwise agreed to in writing by the City.

Section 2. Permits and Authorizations

COMPANY shall apply for and obtain all necessary permits and authorizations prior to the construction, installation and operation of its wireless telecommunications equipment and facilities in the right of way.

Section 3. Installation of Equipment

(A) All facilities shall be installed and maintained so as to least interfere with existing and planned utilities and with the free passage of traffic, in accordance with the laws of the State of Washington and the ordinances and standards of the City regulating such construction. For purposes of this Section 3, "planned" shall mean utilities which the City intends to construct or allow to be constructed in the future, which intent is evidenced by the inclusion of said utility project in an existing or future Capital Investment Program Plan, Comprehensive Plan, comprehensive utility plan, or other written construction or planning schedule. No permit condition shall conflict with or be deemed to waive any requirement of the Marysville Municipal Code for the construction of said facilities. Within parameters reasonably related to the City's role in protecting the public health, safety and welfare, the City may require that System facilities be installed at a particular time, at a specific place or in a particular manner, as a condition of access to a particular right of way; may deny access if Company is not willing to comply with the City's requirements; may, subject to giving Company prior written notice and an opportunity to take the requisite corrective action, remove, or require removal of, any facility that is not installed in compliance with the requirements established by the City, or which is installed without prior City approval, and charge Company for all of the costs associated with removal; and may require Company to cooperate with others to minimize adverse impacts on the Rights of way through joint trenching and other arrangements.

(B) Subject to the City's supervision and control, Company may erect, install, construct, repair, replace, reconstruct, and retain its facilities in, on, over, under, upon, across, and along the rights of way within the Franchise Area, as necessary and appurtenant to the operation of the facilities.

SECTION 4. GENERAL RIGHT OF WAY USE AND CONSTRUCTION

4.1 Right to Construct

Subject to generally applicable laws, regulations, rules, resolutions and ordinances of the City, including Ch.19.43 MMC, and the provisions of this Franchise, Company may perform all construction in the Rights of way for any facility needed for the maintenance, upgrade or extension of Company's facilities.

4.2 Right of Way Meetings

Subject to receiving advance notice, Company shall make reasonable efforts to attend and participate in meetings of the City regarding right of way issues that may impact the Facilities.

4.3 General Standard

All work authorized and required hereunder shall be done in a safe, thorough and workmanlike manner. All installations of equipment shall be durable and installed in accordance with good engineering practices.

4.4 Movement of Facilities During Emergencies

During emergencies, the City may move Company's facilities without prior notice. The City must, however, notify Company via telephone and facsimile as soon as practicable.

4.5 Permits Required for Construction

Prior to doing any work in the right of way or other public property, Company shall apply for, and obtain, appropriate permits from the City. As part of the permitting process, the City may impose such conditions and regulations as are necessary for the purpose of protecting any structures in such rights of way, and in providing for the proper restoration of such Rights of way and to protect the public and the continuity of pedestrian or vehicular traffic. Company shall pay all generally applicable fees for the requisite City permits.

4.6 Emergency Permits

In the event that emergency repairs are necessary, Company shall immediately notify the City of the need for such repairs. Company may initiate such emergency repairs, and shall apply for appropriate permits, within forty-eight (48) hours after discovery of the emergency.

4.7 Compliance with Applicable Codes

(A) City Codes. Company shall comply with all applicable City codes, including, without limitation, Chapters 5.73 and 19.43 MMC, Title 12 MMC, and the City's construction codes, building codes, the Fire Code, and zoning codes and regulations.

(B) Regulations and Safety Codes. Company shall comply with all applicable federal, State and City safety requirements, rules, regulations, laws and practices. By way of illustration and not limitation, Company shall comply with the National Electric Code, National Electrical Safety Code, and Occupational Safety and Health Administration (OSHA) Standards.

4.8 GIS Mapping

Company shall comply with any generally applicable ordinances, rules and regulations of the City, regarding geographic information systems mapping for users of the rights of way.

4.9 Least Interference

Work in the right of way, or on other public or private property, shall be done in a manner that causes the least interference with the rights and reasonable convenience of property owners and residents. Company's Facilities shall be constructed and maintained in such a manner as not to interfere with sewers, water pipes or any other property of the City, or with any other pipes, wires, conduits, pedestals, structures or other facilities that may have been laid in the rights of way by, or under, the City's authority. The Company's Facilities shall be located, erected and maintained so as not to endanger or interfere with the lives of persons, or to unreasonably interfere with new improvements the City may deem proper to make, or to unnecessarily hinder or obstruct the free use of the rights of way or other public property, and shall not interfere with travel and use of public places by persons during the construction, repair, operation or removal thereof, and shall not obstruct or impede traffic. In the event of such unreasonable interference, the City may require the

removal or relocation of Company's lines, cables, equipment and other appurtenances from the property in question at Company's expense.

4.10 Prevent Injury/Safety

Company shall provide and use any equipment and facilities necessary to control and carry Company's signals so as to prevent injury to the City's property or property belonging to any Person. Company, at its own expense, shall repair, renew, change and improve its facilities to keep them in good repair, and safe and presentable condition. All excavations made by Company in the Rights of way shall be properly safeguarded for the prevention of accidents.

4.11 Notice to Private Property Owners

Except in the case of an emergency involving public safety, or a outage or service interruption to a large number of Subscribers, Company shall give reasonable advance notice to private property owners or tenants of construction work or material modifications that require construction-type activities on or adjacent to such private property

4.12 Restoration of Property

(A) The Company shall protect public and private property from damage. If damage occurs, the Company shall promptly notify the property owner within twenty-four (24) hours.

(B) Whenever Company disturbs or damages any right of way, other public property or any private property, Company shall promptly restore the right of way or property to at least its prior condition, normal wear and tear excepted, at its own expense.

(C) Company shall warrant any restoration work performed by or for Company in the right of way or on other public property or private property for one (1) year, unless a longer period is required by the City Code or any generally applicable ordinance or resolution of the City. If restoration is not satisfactorily performed by the Company within a reasonable time, the City may, after prior notice to the Company, or without notice where the disturbance or damage may create a risk to public health or safety, cause the repairs to be made and recover the reasonable cost of those repairs from the Company. Within thirty (30) days of receipt of an itemized list of those costs, including the costs of labor, materials and equipment, the Company shall pay the City.

(D) Upon completion of the work that caused any disturbance or damage, Company shall promptly commence restoration of private property and shall use its best efforts to complete the restoration within twenty-four (24) hours, considering the nature of the work that must be performed.

4.13 Movement of Facilities For City Purposes

The City shall have the right to require Company to relocate, remove, replace, modify or disconnect Company's facilities and equipment located in the rights of way or on any other property of the City in the event of an emergency or when necessary to protect or further the health, safety or welfare of the general public, and such work shall be performed

at Company's expense. Except during an emergency, the City shall endeavor to provide reasonable notice to Company, not to be less than ten (10) business days, and allow Company the opportunity to perform such action. In the event of any capital improvement project exceeding \$150,000 in expenditures by the City, which requires the removal, replacement, modification or disconnection of Company's facilities or equipment, the City shall endeavor to provide at least sixty (60) days written notice to Company. Following notice by the City, Company shall relocate, remove, replace, modify or disconnect any of its facilities or equipment within any right of way, or on any other property of the City. If the City requires Company to relocate its facilities located within the rights of way, the City shall make a reasonable effort to provide Company with an alternate location within the rights of way. If funds are generally made available to users of the rights of way for such relocation, Company shall be entitled to its pro rata share of such funds.

If the Company fails to complete the above work within the time prescribed and to the City's reasonable satisfaction, the City may cause such work to be done and bill the reasonable cost of the work to the Company, including all reasonable costs and expenses incurred by the City due to Company's delay. In such event, the City shall not be liable for any damage to any portion of Company's Facilities. Within thirty (30) days of receipt of an itemized list of those costs, the Company shall pay the City.

4.14 Movement of Facilities for Other Franchise Holders

If any removal, replacement, modification or disconnection of the Facilities is required to accommodate the construction, operation or repair of the facilities or equipment of another City franchise holder, Company shall, after at least thirty (30) days advance written notice, take action to effect the necessary changes requested by the responsible entity. Company may require that the costs associated with the removal, replacement, modification or disconnection of the Facilities be paid by the benefited party, and Company may require a reasonable deposit of the estimated payment in advance.

4.15 Temporary Changes for Other Permittees

At the request of any person holding a valid permit and upon reasonable advance notice, Company shall temporarily raise, lower or remove its facilities as necessary to permit the moving of a building, vehicle, equipment or other item. The expense of such temporary changes must be paid by the permit holder, and Company may require a reasonable deposit of the estimated payment in advance.

4.16 Reservation of City Use of Right of way

Nothing in this Franchise shall prevent the City from constructing sewers; grading, paving, repairing or altering any right of way; laying down, repairing or removing water mains; or constructing or establishing any other public work or improvement. All such work shall be done, insofar as practicable, so as not to obstruct, injure or prevent the use and operation of Company's Facilities.

4.17 Tree Trimming

Company may prune or cause to be pruned, using proper pruning practices, any tree in the rights of way which interferes with Company's Facilities. Company shall comply

with any general ordinance or regulations of the City regarding tree trimming. Except in emergencies, Company may not prune trees at a point below thirty (30) feet above sidewalk grade until one (1) week written notice has been given to the owner or occupant of the premises abutting the right of way in or over which the tree is growing. The owner or occupant of the abutting premises may prune such tree at his or her own expense during this one (1) week period. If the owner or occupant fails to do so, Company may prune such tree at its own expense. For purposes of this subsection, emergencies exist when it is necessary to prune to protect the public or Company's facilities from imminent danger only.

4.18 Inspection of Construction and Facilities

The City may inspect any of Company's facilities, equipment or construction within the rights of way and on other public property upon at least forty-eight (48) hours' notice, or, in case of an emergency, upon demand without prior notice. If an unsafe condition is found to exist, the City, in addition to taking any other action permitted under applicable law, may order Company, in writing, to make the necessary repairs and alterations specified therein forthwith to correct the unsafe condition by a time the City establishes. The City has the right to inspect, repair and correct the unsafe condition if Company fails to do so and to reasonably charge Company therefor.

4.19 Stop Work

(A) On notice from the City that any work is being performed contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as reasonably determined by the City, or in violation of the terms of any applicable permit, laws, regulations, ordinances or standards, the work may immediately be stopped by the City.

(B) The stop work order shall:

- (1) Be in writing;
- (2) Be given to the person doing the work or be posted on the work site;
- (3) Be sent to Company by overnight delivery at the address given herein;
- (4) Indicate the nature of the alleged violation or unsafe condition; and
- (5) Establish conditions under which work may be resumed.

4.20 Work of Contractors and Subcontractors

Company's contractors and subcontractors shall be licensed and bonded in accordance with the City's generally applicable ordinances, regulations and requirements. Work by contractors and subcontractors are subject to the same restrictions, limitations and conditions as if the work were performed by Company. Company shall be responsible for all work performed by its contractors and subcontractors and others performing work on its behalf as if the work were performed by it, shall ensure that all such work is performed in compliance with this Franchise and applicable laws, and shall be jointly and severally liable

for all damages and correcting all damage caused by them. It is Company's responsibility to ensure that contractors, subcontractors or other persons performing work on Company's behalf are familiar with the requirements of this Franchise and applicable laws governing the work performed by them.

Section 5. Record of Installations

5.1 As a condition of this Agreement, COMPANY shall provide to the City upon request and at no cost, a copy of all as-built plans, maps and records, including revealing the final location and condition of its facilities within the right of way. Such records shall be provided in a format acceptable to the City. With respect to excavations by COMPANY near any other facilities in the right of way, COMPANY and the City shall each comply with their respective obligations pursuant to Chapter 19.122 RCW and any other applicable state law.

5.2 Upon written request of the City, COMPANY shall provide the City with the most recent update available of any plan of potential improvements to its facilities that are subject to this Agreement; provided, however, any such plan submitted shall be for informational purposes only and shall not obligate COMPANY to undertake any specific improvements, nor shall such plan be construed as a proposal to undertake any specific improvements. The City agrees not to disclose such information unless required to do so pursuant to Chapter 42.56 RCW.

Section 6. Hold Harmless and Indemnity

6.1 COMPANY shall indemnify, save harmless and defend the City, its elected and appointed officials, employees, and agents (including reimbursing the City for all costs, reasonable attorneys' fees, and expert witness fees) from any and all damages, claims, or demands, of any kind, on account of injury to or death of any and all persons, directly caused by COMPANY or arising directly out of COMPANY's use of the right of way, or breach of any provision of this Agreement, including, but not limited to, COMPANY, its agents, employees, subcontractors and their successors and assigns. COMPANY shall further indemnify, save harmless and defend the City, as provided above, from all property damage of any kind, whether tangible or intangible, including loss of use resulting from such damage, that occurs in connection with any work performed by COMPANY or caused, in whole or in part, by the presence of COMPANY or its officials, employees, agents, contractors, subcontractors, or their property upon or in proximity to City right of way or City utilities. Such indemnification will not extend to that portion of any damages, claims, or demands that are caused by the negligence and intentional misconduct of the City, its employees, agents or contractors.

6.2 The City shall indemnify, save harmless and defend COMPANY from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), and costs or expenses (including reasonable attorneys' fees and court costs) arising directly out of the actions of the City, or its employees or agents, or the City's breach of

any provision of this Agreement, except to the extent attributable to the negligence or intentional misconduct of COMPANY, its employees, agents or independent contractors.

6.3 This indemnification, hold harmless, and defense agreement includes the promise that COMPANY shall indemnify, save harmless and defend the City, its elected and appointed officials, employees and agents (including reimbursing the City for all costs, attorneys' fees, and expert witness fees) from any and all damages, claims, or demands of any kind on account of COMPANY's violation of city, county, state or federal laws, including those relating to environmental health, except to the extent caused by the negligence and intentional misconduct of the City, its employees, agents or contractors.

6.4 COMPANY agrees that its obligations under this Section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, COMPANY, by mutual negotiation, hereby waives, as respects the City only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the City incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees and expert witness fees to enforce the provisions of this Agreement, all such fees, expenses, and costs shall be recoverable from COMPANY.

6.5 In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

6.6 Company shall not be responsible to City or any third-party, for any claims, costs or damages (including, fines and penalties) solely attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the rights of way or applicable property.

6.7 City represents that it has no actual knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. City and Company shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. City shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not caused by Company or a third party, that have occurred or which may occur on the Property by way of the acts or omissions of the City. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment

(collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. City agrees to defend, indemnify and hold Company harmless from Claims resulting from Actions on the Property not caused by City or Company prior to and during the Initial Term and any Renewal Term. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Subsection 6.7 shall survive the termination or expiration of this Lease.

Section 7. Insurance and Bond

7.1 Insurance

(A) General Requirement. Company must have adequate insurance during the entire term of this Franchise to protect the City against claims for death or injuries to Persons or damages to property or equipment which in any way relate to, arise from or are connected with this Franchise, or involve Company, its agents, representatives, contractors, subcontractors and their employees.

(B) Minimum Insurance Limits. Company must keep insurance in effect in accordance with the minimum insurance limits herein set forth:

(1) Commercial General Liability: Two million dollars (\$2,000,000) aggregate limit per occurrence for bodily injury, personal injury and property damage;

(2) Automobile Liability: Two million dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage; and

(3) Employer's Liability: One million dollars (\$1,000,000).

(4) Excess Liability or Umbrella Coverage: Five million dollars (\$5,000,000).

(C) Endorsements.

(1) All policies shall contain, or shall be endorsed so that:

(a) The City shall be designated as an additional insured;

(b) The Company's insurance coverage shall be primary insurance with respect to the City, its officers, officials, boards, commissions, employees and agents. Any insurance or self-insurance maintained by the City, its officers, officials, boards, commissions, employees and agents shall be in excess of the Company's insurance and shall not contribute to it; and

(c) The policy shall contain a severability of interests provision. Company's insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought, except with respect to the limits of the insurer's liability.

(2) The insurance provided herein shall not be cancelled or the limits reduced so as to be out of compliance with the requirements of this Section without forty-five (45) days' written notice first being given to the City. If the insurance is cancelled Company shall provide a replacement policy. Company agrees to maintain continuous uninterrupted insurance coverage, in the amounts required, for the duration of this Franchise.

(D) Acceptability of Insurers. The insurance obtained by Company shall be placed with insurers with a Best's rating of no less than "A VII".

(E) Verification of Coverage. The Company shall furnish the City with a certificate or certificates of insurance. The certificate for each insurance policy is to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate for each insurance policy must be on standard forms or on such forms as are consistent with standard industry practices, and are to be provided to the City upon acceptance of this Franchise. The Company hereby warrants that its insurance policies satisfy the requirements of this Franchise.

7.2 Surety Bond

(A) If there is an uncured breach by Company of a material provision of this Franchise or a pattern of repeated violations of any provision(s) of this Franchise, then the City may request and Company shall establish and provide to the City, as security for the faithful performance by Company of all of the provisions of this Franchise, a surety bond from a financial institution satisfactory to the City in the amount of ten thousand dollars (\$10,000).

(B) If a surety bond is required pursuant to subsection (A), the surety bond shall then be maintained at that same amount throughout the remainder of the term of this Franchise.

(C) After the giving of notice to Company and expiration of any applicable cure period, the surety bond may be drawn upon by the City for purposes including, but not limited to, the following:

(1) Failure of Company to pay the City sums due under the terms of this Franchise;

(2) Reimbursement of costs borne by the City to correct Franchise violations not corrected by Company;

(3) Monetary remedies or damages assessed against Company as provided in this Franchise.

(D) The City shall give Company written notice of its intent to withdraw from the surety bond pursuant to this subsection. Within thirty (30) days following notice that such withdrawal has occurred, Company shall restore the surety bond to the full amount required by subsection (A). Company's maintenance of the surety bond shall not be construed to excuse unfaithful performance by Company or limit the liability of Company to the amount of the surety bond or otherwise limit the City's recourse to any other remedy available at law or in equity.

(E) Company shall have the right to appeal to the City Council for reimbursement in the event Company believes that the surety bond was drawn upon improperly. Company shall also have the right of judicial appeal if Company believes the surety bond has not been properly drawn upon in accordance with this Franchise. Any funds the City erroneously or wrongfully withdraws from the surety bond shall be returned to Company.

7.3 Bonds

(A) Company shall comply with the bonding requirements provided for in the Marysville Municipal Code. Company may be required to obtain other additional bonds in accordance with the City's ordinary practices.

(B) Company's maintenance of the bond(s) shall not be construed to excuse unfaithful performance by Company or limit the liability of Company to the amount of the bond(s) or otherwise limit the City's recourse to any other remedy available at law or in equity.

Section 8. Civil Penalties and Additional Relief

8.1 COMPANY, and the officers, directors, and employees of COMPANY or any agent, subcontractor or other person acting on behalf of COMPANY, failing to comply with any of the provisions of this Agreement, shall be subject to a civil penalty and abatement in the manner and to the extent provided for in the MMC, including Chapter 4.02.

8.2 In addition to any penalty which may be imposed by the City, any person violating or failing to comply with any of the provisions of this Agreement shall be liable for any and all damage to City property or right of way arising from such violation, including the cost of restoring the affected area to its condition prior to the violation.

8.3 Notwithstanding any other provision herein, the City and Company may seek legal or equitable relief to enjoin any act or practice and abate any condition, which constitutes or will constitute a violation of the applicable provisions of this Agreement, when civil or criminal penalties are inadequate to effect compliance. In addition to the penalties otherwise set forth in this Section, COMPANY and the City acknowledge that any pattern of violations with respect to any material provision of this Agreement, consisting of three (3) or more such violations within a period of twelve (12) consecutive

months, may further result in the revocation of any right of way use agreement, right of way use permit, facilities lease, or other such authorization.

8.3 Nothing in this Section shall be construed as limiting any remedies the City or Company may have, at law or in equity, for enforcement of this Agreement.

Section 9. Non-Exclusive

The rights and privileges herein granted shall not be deemed exclusive and the right is hereby reserved to the City to grant to any other person, Company, corporation or association, including the City, the right to exercise the rights and privileges herein granted; provided that such grant to any other person, company, corporation or association, including the City, does not unreasonably disturb or unreasonably affect the rights and privileges herein granted to COMPANY.

Section 10. Police Powers

Nothing contained herein shall be deemed to affect the City's authority to exercise its police powers to the fullest extent afforded by the Washington state constitution and Washington law. COMPANY shall not by this Agreement obtain any vested right to use any portion of the City right of way except for the locations approved by the City and then only subject to the terms and conditions of this Agreement. This Agreement and the permits and authorizations issued thereunder shall be governed by applicable City ordinances in effect at the time of application for such permits and authorizations.

Section 11. Construction Permit Required

Prior to the performance of any work in any public right of way, and in addition to any other permits required by law, COMPANY shall apply for and obtain from the City a Right of Way Construction Permit, which application and permit shall comply with all applicable City ordinances, regulations and standards, including Title 12 MMC. If the City reasonably determines that there is a potential for injury, damage or expense to the City as a result of Company's use of the right of way, the City may require COMPANY to provide an assurance devise, in a form acceptable to the City, for activities described in the subject permit.

Section 12. Modifications of Terms and Conditions

The City and COMPANY hereby reserve the right to alter, amend or modify the terms and conditions of this Agreement and any permit issued thereunder upon written agreement by both parties to such alteration, amendment or modification.

Section 13. Interference

The City shall not use, nor shall the City permit others to use, any portion of the right of way in any way which materially interferes with the operation of COMPANY's facilities in the locations authorized under this Agreement. COMPANY shall provide notice to the City of such interference and the City and COMPANY shall then work cooperatively to eliminate or substantially mitigate such interference.

Section 14. Abandonment or Non-Use of Facilities

In the event COMPANY discontinues commercial use of any facility located in the City right of way for a period of one hundred eighty (180) consecutive days or longer, the City may, upon ninety (90) days written notice from the City, require removal of all such facilities from the City right of way at COMPANY's sole expense. If COMPANY fails to remove such facilities upon proper notice from the City, the City may remove such facilities and COMPANY shall be responsible for reimbursing the City for the City's cost of removal. Notwithstanding any other provision of this Agreement, the City may permit COMPANY to abandon such facilities in place. However, no facilities of any type may be abandoned in place without the express written consent of the City, said consent not to be unreasonably withheld. Upon permanent abandonment, the facilities shall become the property of the City, and COMPANY shall submit to the City an instrument in writing, to be approved by the City Attorney, transferring ownership of such facilities to the City. The provisions of this Section shall survive the expiration, revocation or termination of this Agreement.

Section 15. Severability

If any term, provision, condition, or portion of this Agreement shall be held to be invalid or unconstitutional for any reason, the portion declared invalid shall be severable and the remaining portions of this Agreement shall be enforceable unless to do so would be inequitable or would result in a material change in the rights and obligations of the parties hereunder.

Section 16. Transferability

The rights and privileges granted to COMPANY as provided in this Agreement may only be assigned or transferred to another entity with the prior written approval of the City, which shall not be unreasonably withheld, conditioned or delayed. However, COMPANY may assign or transfer the rights and privileges granted herein to any affiliate, parent or subsidiary of COMPANY, or to an entity with or into which COMPANY may merge or consolidate, or to an entity which controls, is controlled by, or is under common control with such entity, or to any purchaser of all or substantially all of the assets of COMPANY, without the requirement for City approval, so long as the successor provides written notice to the City that it agrees to be fully liable to the City for compliance with all terms and conditions of this Agreement.

Section 17. Reimbursement of City

COMPANY shall reimburse the City, upon submittal by the City of an itemized billing by project costs, for COMPANY's proportionate share of all actual, identifiable and reasonable expenses incurred by the City in planning, designing, constructing, installing, repairing or altering any City facility as the result of the actual or proposed presence in the right of way of COMPANY's facilities. Such costs and expenses shall include but not be limited to the proportionate cost of City personnel utilized to oversee or engage in any work in the right of way as the result of the presence of COMPANY's facility in the right of way. Such costs and expenses shall also include the proportionate share of any time spent reviewing construction plans in order to either accomplish the relocation of facilities or the routing or rerouting of any utilities so as not to interfere with facilities. The time of City employees shall be charged at their respective rate of salary,

including overtime if utilized, plus 100 % of benefits and overhead. Any other costs will be billed proportionately on an actual cost basis. All billing will be itemized so as to specifically identify the costs and expenses for each project for which the City claims reimbursement. The billing may be on an annual basis, but the City shall provide COMPANY with the City's itemization of costs at the conclusion of each project for informational purposes.

Section 18. Effective Date

(A) This Franchise and the rights, privileges, and authority granted hereunder and the contractual relationship established hereby shall take effect and be in force from and after the effective date of this Franchise.

(B) The effective date of this Franchise shall be five days after publication of this ordinance by summary.

Section 19. Miscellaneous

19.1 This Agreement constitutes the entire agreement and understanding between the parties and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

19.2 This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

19.3 Any notice or demand required to be given herein shall be made by United States mail or reliable overnight courier to the address of the respective parties set forth below:

The City

City of Marysville
1049 State Avenue
Marysville, WA 98270
Attn: Chief Administrative Officer

COMPANY

T-Mobile USA
19807 North Creek Park Way North
Bothell, WA 98011
Attention: Property Management

With a Copy To:

Attn: Legal Department

The City or COMPANY may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt.

19.4 This Agreement shall be governed by the laws of the State of Washington.

19.5 In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.

19.6 All Amendments and Exhibits annexed hereto form material parts of this Agreement.

19.7 This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

19.8 Subject to applicable law, all rights and remedies given to the City by this Franchise or retained by the City herein shall be in addition to and cumulative with any and all rights and remedies, existing or implied, now or hereafter available to the City, at law or in equity.

19.9 Venue for any dispute related to this Franchise shall be in Snohomish County Superior Court in Everett, Washington.

19.10 Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner that would indicate any such relationship with the other.

The failure of the City at any time to require performance by Company of any provision hereof shall in no way affect the right of the City hereafter to enforce the same, nor shall the waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision

IN WITNESS WHEREOF, this Franchise is signed in the name of the City of Marysville,
Washington, this ___ day of _____, 2008.

Dennis Kendall, Mayor

ATTEST:

By _____
TRACY JEFFRIES, City Clerk

Approved as to form:

By _____
GRANT K. WEED, City Attorney

Addendum to Wireless Right of Way Use Agreement
Site Specific Right of Way Fee Agreement for Wireless Facilities
(Pursuant to RCW 35.21.860)

1. **Previous Agreements.** All terms identified in the Franchise Agreement (Record No. _____), between the City of Marysville ("City") and T-Mobile West Corporation, a Delaware corporation ("Company"), remain applicable, are incorporated by reference, and are supplemented by the following terms and conditions.

2. **Site.** Company's facilities will be located:

In the right of way, on the west side of 67th Ave. NE, to the east of 6623 - 66th Drive NE, Marysville, WA

3. **Description of Facilities.** Company's facilities located in the right of way are described as:

Three (3) flush mounted antennas on an existing Snohomish County PUD utility pole in the ROW on 67th Avenue NE that already contains Clearwire antennas, with T-Mobile's antennas and TMA's to be located below the Clearwire antennas. T-Mobile will also attach three (3) 6" conduits to the side of the pole.

4. **Term.** This Addendum shall run concurrently with the Right of Way Use Agreement.

5. **Payment.** Company shall pay the City a monthly fee in the amount of two hundred dollars (\$ 200.00) ("Monthly Fee") for the duration of the term of this Addendum. Payment of the Monthly Fee shall be made no later than the 5th day of each calendar month to the following address:

City of Marysville
1049 State Ave.
Marysville, WA 98270
Attn: Chief Administrative Officer

To reduce the amount of paperwork involved for each party, an annual payment of two thousand four hundred dollars (\$ 2,400.00) may be submitted to the above stated City address no later than January 15 of each year. Arrangements may also be made for payment for longer periods.

At the beginning of each subsequent year, the Monthly Fee shall automatically be increased by 3%.

6. **Executed in Counterparts.** This Addendum may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument.

7. **Governed by the Laws of the State of Washington, Invalidity of Provisions.** This Addendum shall be governed by the laws of the State of Washington. If any term or provision of this Addendum, or application thereof, shall to any extent be invalid or unenforceable, the remainder of this Addendum shall not be affected thereby, but shall be valid and enforceable to the fullest extent permitted by law.

8. **Binding on Successors.** This Addendum shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties, subject to the conditions set forth.

9. **Failure to Insist upon Strict Performance.** The failure of either party to insist upon strict performance of any of the terms or conditions of this Addendum shall not constitute a waiver thereof.

10. **Termination.** Except as otherwise provided herein, this Addendum may be terminated, without penalty or further liability, as follows:

- a) Upon thirty (30) days' written notice by the City if Company fails to cure a default for payment of amounts due under this Addendum within that thirty (30) day period;
- b) Upon thirty (30) days' written notice by either party if the other party commits a non-monetary default and fails to commence curing such default within that thirty (30) day period, or such longer period as may be required to diligently complete a cure commenced within that thirty (30) day period;
- c) Upon ninety (90) days' written notice by the Company for economic reasons, if the location, or the facilities are or become unacceptable under the Company's design or engineering specifications for its antenna facilities or the communications system to which the antenna facilities belong. Such facilities must be removed within 90 days.
- d) Upon ninety (90) days' written notice by City if the City determines to remove the facilities that are the subject matter of this lease for the purpose of placing utilities underground.

Dennis Kendall, Mayor

ATTEST:

By _____
TRACY JEFFRIES, City Clerk

Approved as to form:

By _____
GRANT K. WEED, City Attorney

T-Mobile West Corporation , a Delaware Corporation

By: Kautilya Lanba

Its: Area Director, Engineering & Operations

Addendum to Wireless Right of Way Use Agreement
Site Specific Right of Way Fee Agreement for Wireless Facilities
(Pursuant to RCW 35.21.860)

1. **Previous Agreements.** All terms identified in the Franchise Agreement (Record No. _____), between the City of Marysville ("City") and T-Mobile West Corporation, a Delaware corporation ("Company"), remain applicable, are incorporated by reference, and are supplemented by the following terms and conditions.

2. **Site.** Company's facilities will be located:

In the right-of-way on the south side of 52nd St. NE, to the north of 7218 52nd St. NE, Marysville, WA 98270

Pole Number CBD-7

3. **Description of Facilities.** Company's facilities located in the right of way are described as:

Up to six (6) panel antennas flush mounted with coaxial cable placed inside conduit mounted to a Snohomish County PUD utility pole.

4. **Term.** This Addendum shall run concurrently with the Right of Way Use Agreement.

5. **Payment.** Company shall pay the City a monthly fee in the amount of two hundred dollars (\$ 200.00) ("Monthly Fee") for the duration of the term of this Addendum. Payment of the Monthly Fee shall be made no later than the 5th day of each calendar month to the following address:

City of Marysville
1049 State Ave.
Marysville, WA 98270
Attn: Chief Administrative Officer

To reduce the amount of paperwork involved for each party, an annual payment of two thousand four hundred dollars (\$ 2,400.00) may be submitted to the above stated City address no later than January 15 of each year. Arrangements may also be made for payment for longer periods.

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- c) Upon ninety (90) days' written notice by the Company for economic reasons, if the location, or the facilities are or become unacceptable under the Company's design or engineering specifications for its antenna facilities or the communications system to which the antenna facilities belong. Such facilities must be removed within 90 days.
- d) Upon ninety (90) days' written notice by City if the City determines to remove the facilities that are the subject matter of this lease for the purpose of placing utilities underground.

Dennis Kendall, Mayor

ATTEST:

By _____
TRACY JEFFRIES, City Clerk

Approved as to form:

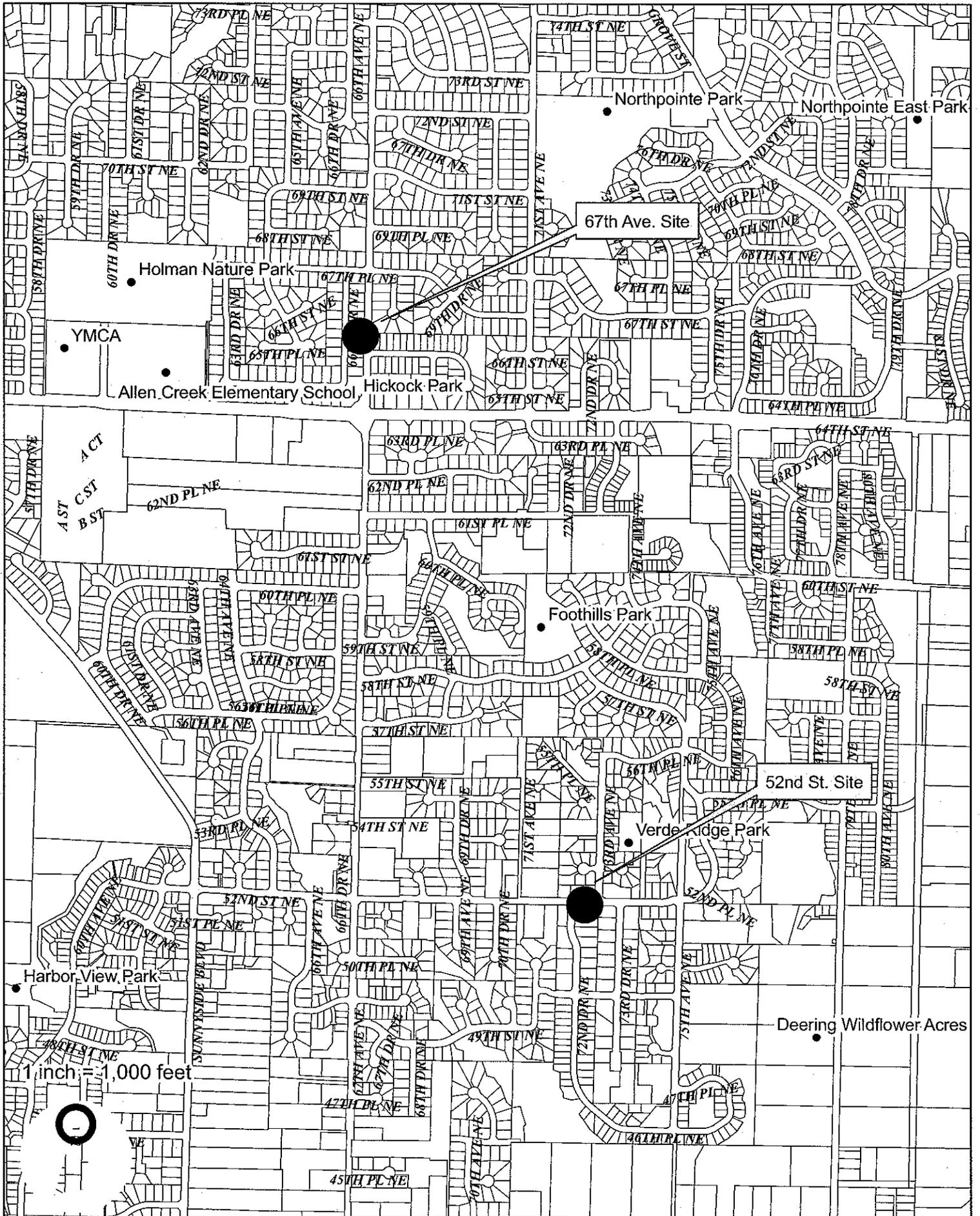
By _____
GRANT K. WEED, City Attorney

T-Mobile West Corporation , a Delaware Corporation

By: Kautilya Lanba

Its: Area Director, Engineering & Operations

T-Mobile Site Specific Fee Agreement Locations



CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

An Ordinance of the City of Marysville Amending the 2009 Budget and providing for the increase of certain expenditure items as budgeted for in 2009 and Amending Ordinance No. 2751.

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

Section 1. 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 2. Except as provided herein, all other provisions of Ordinance No. 2751, shall remain in full force and effect, unchanged.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2009.

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 B – 2009
REVISED SALARY GRIDS

Job Classification - Directors

2009

<u>Pay Code</u>	<u>Classifications</u>	<u>Pay Range</u>
<u>CAI</u>	Chief Administrative Officer	Separate Contract
PC/PWD	Police Chief & Public Works Director	\$108,838 to \$146,428
FD/CD	Finance Director & Community Development Director	\$103,125 to \$141,013
PRD	Park & Recreation Director	\$100,260 to \$135,573

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
S1	Court Bailiff	11.93/hr	13.02/hr	19.52/hr	20.01/hr	21.02/hr	21.91/hr	-
N1	Assistant Golf Pro	3,228	3,389	3,560	3,738	3,924	4,120	4,327
N2	Confidential Administrative Assistant	3,389	3,560	3,738	3,924	4,120	4,327	4,542
N3	Computer Support Tech I	3,560	3,738	3,924	4,120	4,327	4,542	4,770
N4		3,738	3,924	4,120	4,327	4,542	4,770	5,007
N5	Procurement/Distribution Spec., Deputy City Clerk	3,924	4,120	4,327	4,542	4,770	5,007	5,258
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	4,120	4,327	4,542	4,770	5,007	5,258	5,522
N7	Engineering Tech, Associate Planner, Development Services Tech., Code Enforcement Officer, Bldg Inspector, Construction Inspector, HR Specialist II, Executive Assistant	4,327	4,542	4,770	5,007	5,258	5,522	5,797
N8	Athletic Coordinator, Recreation Coordinator, Accountant, Electrical Inspector	4,542	4,770	5,007	5,258	5,522	5,797	6,088
N9	Associate Engineer II, Community Information Officer, Financial Analyst, HR Analyst, Computer Network Administrator, GIS Analyst, Plan Exam/Senior Bldg Inspector, Crime Analyst	4,770	5,007	5,258	5,522	5,797	6,088	6,391
N10	Asst. City Attorney, Assoc Engineer III/CD, GIS Administrator, Risk Management Officer, SCADA/Telemetry Administrator	5,007	5,258	5,522	5,797	6,088	6,391	6,712
N11	Senior Development Review Engineer, Senior Planner, Prosecutor	5,258	5,522	5,797	6,088	6,391	6,712	7,047

Revised 1/1/2009

CITY OF MARYSVILLE
TEAMSTERS PAY GRID
January 1, 2009

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	2,785	2,899	3,019	3,143	3,271	3,404	3,536
Accounting Assistant	2-1	2,945	3,066	3,192	3,322	3,461	3,602	3,741
Program Clerk	2	2,959	3,081	3,207	3,337	3,477	3,618	3,759
Procurement & Distribution Asst	3	3,159	3,288	3,426	3,566	3,712	3,863	4,014
Program Assistant	3	3,159	3,288	3,426	3,566	3,712	3,863	4,014
Meter Reader	4	3,210	3,341	3,477	3,620	3,768	3,922	4,074
Program Specialist	5	3,362	3,501	3,645	3,794	3,950	4,111	4,269
Accounting Technician	6	3,386	3,527	3,671	3,821	3,981	4,142	4,301
Maintenance Worker I	6-1	3,371	3,510	3,654	3,804	3,962	4,123	4,281
Property/Evidence Specialist	7	3,505	3,648	3,798	3,952	4,114	4,284	4,450
Meter Reader/Repair	8	3,530	3,674	3,826	3,985	4,146	4,317	4,484
Administrative Secretary	9	3,510	3,655	3,804	3,961	4,122	4,292	4,458
Senior Accounting Technician	10	3,636	3,785	3,941	4,100	4,267	4,445	4,617
Program Lead	11	3,686	3,839	3,994	4,158	4,328	4,506	4,679
Water Quality Assistant	12	3,766	3,921	4,080	4,246	4,423	4,602	4,782
Solid Waste Collector	13-1	3,616	3,762	3,921	4,080	4,246	4,419	4,593
Traffic Control Systems Tech	14	4,079	4,247	4,422	4,602	4,790	4,988	5,182
Facilities Maintenance Worker II	16-1	3,925	4,085	4,250	4,428	4,607	4,797	4,983
Maintenance Worker II	16-1	3,925	4,085	4,250	4,428	4,607	4,797	4,983
WWTP Maint Technician I	17	3,980	4,146	4,313	4,490	4,675	4,866	5,054
Wtr Qual/Cross Connect Cntrl Spec	18	4,135	4,304	4,481	4,664	4,855	5,056	5,251
Lead Worker I	20	4,194	4,369	4,547	4,732	4,928	5,129	5,329
Equipment Mechanic	21	4,176	4,344	4,521	4,708	4,901	5,100	5,298
WWTP Operator	22	4,348	4,527	4,712	4,906	5,107	5,316	5,522
WWTP Maint Technician II	23	4,368	4,547	4,732	4,927	5,129	5,338	5,546
Lead Worker II	24	4,538	4,725	4,918	5,120	5,330	5,549	5,766
WWTP Lead	25	4,694	4,886	5,086	5,293	5,510	5,737	5,960
Sr Traffic Control Systems Tech	26	4,790	4,988	5,191	5,404	5,626	5,858	6,083

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

As of the date of this ordinance MPOA contract for 2009 remain under negotiations.

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					

As of the date of this ordinance MPOA contract for 2009 remain under negotiations.

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: January 12, 2009

AGENDA ITEM: Allied Employers, Inc and City of Marysville Agreement for Services	AGENDA SECTION:	
PREPARED BY: Lynn Schroeder	AGENDA NUMBER:	
ATTACHMENTS: Agreement for Services	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

The Executive Committee of Allied Employers, Inc. has increased their membership dues by 3% effective January 1, 2009.

RECOMMENDED ACTION: Authorize Mayor to Sign Agreement for Services with Allied Employers, Inc.
COUNCIL ACTION:

lcs(AgendaBillCAOcontract)

AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into by and between the CITY OF MARYSVILLE, WASHINGTON (“City”), and ALLIED EMPLOYERS, INC. (“Allied”).

- 1. PURPOSE.** The purpose of this agreement is to provide consulting services for the City in the area of public sector labor relations and employee benefits.
- 2. SCOPE OF WORK.** Allied shall perform consulting services relating to the City’s day-to-day personnel and labor relations needs as requested by the City Administrator and/or his designee(s). Allied shall also, by this agreement, be officially designated as the City’s bargaining representative for labor relations purposes.
- 3. PAYMENT.** In consideration of the above-referenced services, the City agrees to pay Allied a monthly fee of two thousand two hundred fifty four dollars and eighty-five cents (\$2,254.85). The city also agrees to pay Allied its actual, out-of-pocket expenses, such as long distance telephone charges, mileage (at not more than the IRS rate) copying charges and any required meeting or travel expenses. The City shall make payment to Allied within thirty (30) days of receipt of its invoice. If after termination of this Agreement Allied is required to testify in any matter pertaining to the consulting services that are the subject of this Agreement, the City agrees to compensate Allied at Allied’s hourly rate in effect at the date of termination of this agreement, provided however, this shall not exceed \$220.00 per hour.

4. **TERM OF AGREEMENT.** The term of this agreement shall be for twelve (12) months, commencing January 1, 2009, and ending on December 31, 2009. This agreement may be renewed automatically for additional one-year terms upon the same terms and conditions unless earlier terminated as provided in paragraph 5 below.
5. **TERMINATION.** If, through any cause, Allied shall fail to fulfill in a timely and proper manner its obligations under this agreement, the City shall have the right to terminate this agreement by giving written notice to Allied and Specifying the effective date of such termination. In that event, or in the event of expiration of this agreement, all finished or unfinished documents and notes on work planned or in progress prepared by Allied shall become the property of the city, and Allied shall be entitled to receive its fee, prorated to the date of termination.
6. **INDEPENDENT CONTRACTOR.** The parties declare that Allied is acting as an independent contractor and not in any manner as an officer or employee of the City. As such, Allied shall be solely responsible for all wages and benefits of its employees. Allied shall not assign any of its responsibilities under this agreement to any third party without the written consent of the City. Allied shall maintain errors and omissions insurance with minimum limits of \$1,000,000 per occurrence and as an annual aggregate.
7. **NON DISCRIMINATION.** Allied agrees to abide by all anti-discrimination laws, rules and regulations of the State of Washington and the United States.

8. ENTIRE AGREEMENT. This Agreement sets forth in full the entire agreement of the parties. This agreement may be amended only by written agreement executed by both parties hereto.

DATED THIS _____ day of _____, 2009.

ALLIED EMPLOYERS, INC.

BY _____
Randall L. Zeiler
President

DATED THIS _____ day of _____, 2009

CITY OF MARYSVILLE

BY _____

ATTEST:

City Clerk

Approved as to form:

City Attorney