





**Marysville City Council Work Session**

January 6, 2014

7:00 p.m.

City Hall

**Call on Councilmembers****Executive Session**

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

**Adjourn**

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

# *Index #1*

<b>Call to Order/Pledge of Allegiance/Roll Call</b>	7:00 p.m.
Approve the agenda minus item 14.	Approved
<b>Committee Reports</b>	
<b>Presentations</b>	
Snohomish Health District Recognizing the City's No Smoking in Parks Campaign.	Presented
<b>Approval of Minutes</b>	
Approval of the October 28, 2013 City Council Meeting Minutes.	Approved
Approval of the November 4, 2013 City Council Work Session Minutes.	Approved
<b>Consent Agenda</b>	
Approval of the November 6, 2013 Claims in the Amount of \$965,460.91; Paid by Check Number's 88135 through 88262 with No Check Number's Voided.	Approved
Approval of the November 13, 2013 Claims in the Amount of \$651,884.88; Paid by Check Number's 88263 through 88416 with Check Number 88188 Voided.	Approved
<b>Public Hearings</b>	
Consider an Ordinance of the City of Marysville Adopting a Budget for the City of Marysville, Washington, for the Year 2014, Setting Forth in Summary Form the Totals of Estimated Revenues and Appropriations for Each Separate Fund and the Aggregate Totals of All Such Funds Combined, and Establishing Compensation Levels as Proscribed by MMC 3.50.030.	Approved Ord. No. 2941
Consider an Ordinance of the City of Marysville Levying Regular Taxes Upon All Property Real, Personal and Utility Subject to Taxation within the Corporate Limits of the City of Marysville, Washington for the Year 2014.	Approved Ord. No. 2942
Consider an Ordinance of the City of Marysville levying EMS taxes upon all property real, personal and utility subject to taxation within the corporate limits of the City of Marysville, Washington for the year 2014.	Approved Ord. No. 2943
<b>New Business</b>	
Consider Approving the Proposed Amendment to the City Attorney Retainer Agreement with Weed, Graafstra and Benson, Inc., P.S.	Approved
Consider Approving the Purchase Order with NC Machinery in the Amount of \$71,978.99 for a Skid Steer Front Loader.	Approved
Consider Approving the Renewal Facility Use Agreement with the United States Bankruptcy Court.	Approved
Consider Accepting the Decant Facility Retrofit Project, Starting the 45-Day Lien Filing Period for Project Closeout.	Approved
Consider Approving the Hotel/Motel Committee Recommendation to Award Funding.	Approved
Consider the Interlocal Agreement with South Correctional Entity (SCORE) to provide an Alternate Option to House Inmates in the Event of an Emergent Situation Where Inmate Need to be Placed in an Environment Requiring Specialized Attention (Medical/Mental Health Service).	Approved

Consider Authorizing \$110,000 in Additional Management Reserve for the 99th Ave/42nd Street Water Main Project for a Total Project Allocation of \$856,425.42.	Approved
<b>Legal</b>	
<b>Mayor's Business</b>	
<b>Staff Business</b>	
<b>Call on Councilmembers</b>	
<b>Adjournment</b>	9:21 p.m.

COUNCIL



*DRAFT*  
MINUTES

**Regular Meeting**  
November 25, 2013

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

Mayor Nehring called the meeting to order at 7:00 p.m. and led those present in the Pledge of Allegiance. Pastor Dan Hazen from Allen Creek Church gave the invocation.

### **Roll Call**

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

**Mayor:** Jon Nehring

**Council:** Steve Muller, Kamille Norton, Jeff Seibert, Michael Stevens, Rob Toyer, Jeff Vaughan, and Donna Wright

**Absent:** None

**Also Present:** Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Police Chief Rick Smith, City Attorney Grant Weed, Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, Court Administrator Suzanne Elsner, and Recording Secretary Laurie Hugdahl.

Mayor Nehring stated that item 14 would be pulled from the agenda. Director Nielsen will be asking to waive normal rules in order to approve it at the study session next week.

**Motion made by Councilmember Stevens, seconded by Councilmember Norton, to approve the agenda with the exception of item 14. Motion passed unanimously (7-0).**

### **Committee Reports**

Councilmember Stevens reported on the November 11 **Marysville Fire District Board of Directors** meeting where the operating budget was approved for next year. Funding was provided for two new firefighters, a battalion chief, two new aid cars, and a part-time mechanic.

Councilmember Seibert reported on the November 20 **Finance Committee** meeting where the following items were discussed:

- Update to the Transportation Benefit District.
- Tina Brock started as the new Deputy City Clerk in the Clerk's Office on November 12.
- Budget Update – Revenues are up, spending is down, and sales tax is up from last year.
- 2014 Preliminary Budget was discussed.
- LID process – Hearing will be held on December 9.
- Mailers were sent out regarding utility billing for the Sunnyside Annexations.
- Shutoffs are down to 30 a week which is an improvement from last year when they were up to 100 a week.

Steve Muller reported on the **Library Board** meeting:

- The remodel is complete and looks really nice.
- The proposed budget for capital improvements was submitted.
- An online registration process for the conference room is being implemented.

Steve Muller reported that the **I-502 Committee** met and forwarded a number of recommendations to the Planning Commission.

Jeff Vaughan reported that the **LEOFF I Board** met on November 20 and approved two claims.

## **Presentations**

A. Snohomish Health District Recognizing the City's No Smoking in Parks Campaign.

Peter Mayer, Deputy Director and Chief Operating Officer for Snohomish Health District, recognized the City of Marysville with a Healthy Communities Award for its forward thinking and positive example in adopting a tobacco-free parks ordinance.

## **Audience Participation**

Don Fulcher, 5507 69<sup>th</sup> Street NE, Marysville, WA 98270, asked what the up-to-date cost of litigation against Cedar Grove is and what the forecast for expenses in 2014 due to appeal is. He asked if there has been a more amicable solution discussed without the litigation. He also asked if Strategies 360 is going to continue to be a PR firm for the City of Marysville, and if so, at what cost.

Susan Stachowiak, 12611 3<sup>rd</sup> Ave NE, Tulalip 98271, spoke on behalf of Kinuko Noborikawa, Chair, Communities of Color Coalition. She shared information about exhibits, initiatives and workshops dealing with race and equality for the Diversity Advisory Committee, Communities of Color Coalition, and the Race and Social Initiative

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

1. Approval of the October 28, 2013 City Council Meeting Minutes.

**Motion made by Councilmember Wright, seconded by Councilmember Vaughan, to approve the October 28, 2013 City Council Meeting Minutes as presented. Motion passed unanimously (7-0).**

2. Approval of the November 4, 2013 City Council Work Session Minutes.

**Motion made by Councilmember Stevens, seconded by Councilmember Muller, to approve the November 4, 2013 City Council Work Session Minutes. Motion passed unanimously (7-0).**

**Consent**

3. Approval of the November 6, 2013 Claims in the Amount of \$965,460.91; Paid by Check Number's 88135 through 88262 with No Check Number's Voided.
4. Approval of the November 13, 2013 Claims in the Amount of \$651,884.88; Paid by Check Number's 88263 through 88416 with Check Number 88188 Voided.

**Motion made by Councilmember Wright, seconded by Councilmember Stevens, to approve Consent Agenda items 3 and 4. Motion passed unanimously (7-0).**

**Review Bids****Public Hearings**

5. Consider an Ordinance of the City of Marysville Adopting a Budget for the City of Marysville, Washington, for the Year 2014, Setting Forth in Summary Form the Totals of Estimated Revenues and Appropriations for Each Separate Fund and the Aggregate Totals of All Such Funds Combined, and Establishing Compensation Levels as Proscribed by MMC 3.50.030.

Mayor Nehring thanked Finance Director Sandy Langdon and her finance staff for the incredible amount of time and the work they have done on the budget. He discussed the City's financial accomplishments in 2013. He reported that the finances of the City are stable thanks to the difficult decisions of the Council in the past. He thanked all of the department directors for establishing a culture of financial responsibility. Finally, Mayor Nehring acknowledged employees of the City for carrying out that philosophy on a daily basis. He then reviewed highlights of the 2014 Budget highlights including continuing to build a Capital Reserve, pavement preservation, capital facility maintenance and improvement plan, North Precinct Evidence Building, downtown revitalization, Code Enforcement Neighborhood Cleanup, walkways, street construction/IJR's – State/4<sup>th</sup> and State/SR529, Park Trail Construction, Sunnyside water purchase, and Sunnyside

sanitation expansion. Finance Director Langdon reviewed the 2014 Preliminary Budget as contained in the PowerPoint presentation in Council's packet.

#### Additional Comments and Questions:

CAO Hirashima commended Sandy Langdon on her financial guidance as evidenced by the General Fund ending fund balance in 2013 compared to the dire forecast back in 2009. CAO Hirashima commented that staff is recommending that \$700,000 would come out of the Capital Reserve fund for 2014 in order to take a look at all of the city's facilities and project needs and complete a prioritization of long-term needs.

CAO Hirashima explained that department expenditures and city priorities have been reshuffled so that street subsidies have basically become its own priority and division.

Mayor Nehring recognized Jim Ballew and Kevin Nielsen and their staffs for their hard work to remedy the golf subsidy issue.

Mayor Nehring opened the public hearing at 8:03 p.m.

#### Public Testimony:

John Bell, 4715 126<sup>th</sup> Street NE, Marysville, WA 98271, Chairman of the Board of Directors of the Greater Marysville Tulalip Chamber of Commerce, requested a special city budget allocation for the greater Marysville Tulalip Chamber of Commerce to provide money for a second monitor for a chief administrative person at the Chamber, maps at the Visitor Information Center, and website/database renovation for a total of \$9,839.

Seeing no further public comments, the public hearing was closed at 8:10 p.m.

Councilmember Wright referred to Mr. Bell's request and asked where that extra funding might come from. Finance Director Langdon said it would have to come out of General Fund Reserves.

Councilmember Seibert asked if the Ordinance takes a 1% bank the way it is written. Finance Director Langdon said there is a 0% increase, but it takes the bank.

Councilmember Vaughan asked how much is in the budget for the Chamber for 2014. Finance Director Langdon replied that there is \$40,000 for the contract and approval of the hotel motel grant for around \$20,000. Councilmember Vaughan asked when the Chamber contract would be reviewed. Finance Director Langdon said it would come to the Council in December for approval, but the amount is already budgeted in the proposed budget.

Councilmember Muller asked what other opportunities there are for the Chamber or other organizations to apply for in the City other than the CDBG Grant and the Hotel

Motel Tax. CAO Hirashima replied that the ones he mentioned are the only grant programs that the City has.

Councilmember Vaughan commented that he likes the approach taken by the Hotel Motel Committee because it is structured and fair for all the groups. He expressed concern about the approach taken by the Chamber because it short circuits the process that has been established. He thinks that the most appropriate and fair way for organizations such as this to acquire the funding is going through the established process of getting a grant. He would not be in favor of allocating additional dollars for the Chamber. He commented on the need for additional discussion regarding the role of the Chamber in the City. He recommended sticking with the current recommendations of the Hotel Motel Committee.

**Motion made by Councilmember Muller, seconded by Councilmember Wright, to approve Ordinance No. 2941 as presented.**

Councilmember Toyer spoke in support of the Chamber and asked if there was any other support for their request.

Councilmember Muller offered to donate an LED monitor to the Chamber.

Councilmember Stevens spoke in support of the Chamber. He commented that next week would be the appropriate time to discuss allocations of those funds as opposed to tonight.

**Motion passed unanimously (7-0).**

11. Consider an Ordinance of the City of Marysville Levying Regular Taxes Upon All Property Real, Personal and Utility Subject to Taxation within the Corporate Limits of the City of Marysville, Washington for the Year 2014.

**Motion made by Councilmember Seibert, seconded by Councilmember Vaughan, to approve Ordinance No. 2942 with elimination of adding the 1% banked capacity portion.**

City Attorney Weed explained that no vote would be necessary if no action was to be taken.

**Councilmember Seibert withdrew his motion.**

**Councilmember Stevens, seconded by Councilmember Muller, to adopt 2942 including the 1% bank as stated.**

Councilmember Seibert commented that the City has shown great fiscal responsibility over the past 10+ years, but there is no guarantee that future councils would show that same restraint. He is afraid that the good effort they have done could be wiped out by someone wanting to take all of the bank which is why he prefers that they don't keep it.

**Upon a roll call vote the motion, the motion carried 4-3 with Councilmembers Vaughan, Seibert, and Norton voting against the motion.**

12. Consider an Ordinance of the City of Marysville levying EMS taxes upon all property real, personal and utility subject to taxation within the corporate limits of the City of Marysville, Washington for the year 2014.

**Motion made by Councilmember Wright, seconded by Councilmember Seibert, to approve Ordinance No. 2943. Motion passed unanimously (7-0).**

### **New Business**

6. Consider Approving the Proposed Amendment to the City Attorney Retainer Agreement with Weed, Graafstra and Benson, Inc., P.S.

CAO Hirashima reviewed this item which provides for a fee increase for this year. She stated that Grant Weed's fees are very reasonable and lower than other firms that the City contracts with.

Councilmember Toyer asked when the last time was that the rate was increased. CAO stated that it was a couple years ago.

**Motion made by Councilmember Stevens, seconded by Councilmember Toyer, to approve the Proposed Amendment to the City Attorney Retainer Agreement with Weed, Graafstra and Benson, Inc., P.S.. Motion passed unanimously (7-0).**

7. Consider Approving the Purchase Order with NC Machinery in the Amount of \$71,978.99 for a Skid Steer Front Loader.

Director Nielsen explained that Kari Chennault got a DOE grant for \$50,000 for this equipment for the new decant facility. The remaining \$21,978.99 will be covered by Surface Water.

**Motion made by Councilmember Muller, seconded by Councilmember Seibert, to approve the Purchase Order with NC Machinery in the Amount of \$71,978.99 for a Skid Steer Front Loader. Motion passed unanimously (7-0).**

8. Consider Approving the Renewal Facility Use Agreement with the United States Bankruptcy Court.

Courts Administrator Suzy Elsner stated that this agreement would allow the United States Bankruptcy Court to continue using the Marysville facility for preliminary hearings.

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**Motion made by Councilmember Toyer, seconded by Councilmember Norton, to approve the Renewal Facility Use Agreement with the United States Bankruptcy Court. Motion passed unanimously (7-0).**

9. Consider Accepting the Decant Facility Retrofit Project, Starting the 45-Day Lien Filing Period for Project Closeout.

Director Nielsen reported that they just had the ribbon-cutting ceremony on this project.

**Motion made by Councilmember Vaughan, seconded by Councilmember Toyer, to approve the Decant Facility Retrofit Project, Starting the 45-Day Lien Filing Period for Project Closeout. Motion passed unanimously (7-0).**

10. Consider Approving the Hotel/Motel Committee Recommendation to Award Funding.

CAO Hirashima reviewed this item. The funding for the awards by the committee was \$90,000, but requests were around \$200,000. The committee went through a scoring process and was able to give partial funding to most of the applicants.

Councilmember Norton who chaired the committee commented on the process.

**Motion made by Councilmember Vaughan, seconded by Councilmember Wright, to approve the Hotel/Motel Committee Recommendation to Award Funding. Motion passed unanimously (7-0).**

13. Consider the Interlocal Agreement with South Correctional Entity (SCORE) to provide an Alternate Option to House Inmates in the Event of an Emergent Situation Where Inmate Need to be Placed in an Environment Requiring Specialized Attention (Medical/Mental Health Service).

Chief Smith explained that this gives the police a place to take someone who has medical and/or mental health issues in case the county doesn't take them. He reviewed a recent situation where this was needed. The daily cost is higher than the Police Department normally pays, but would provide an emergent stopgap measure.

Councilmember Muller asked what would happen if no one takes them. Chief Smith stated that if the police book someone they are responsible for them. They might have to transfer to a hospital or a mental health facility. If it is not a lockdown facility, they would have to provide an officer to stay with the individual for the duration.

Councilmember Muller asked if the increased rate would be passed on to other jurisdictions the City provides support to. Chief Smith affirmed that the cost would be passed through.

City Attorney Weed noted that this is a short-term agreement; an extension or another long-term agreement would be coming back in January. Chief Smith affirmed this, and

added that they will be trying to decrease the daily rate with SCORE on a future agreement.

Court Administrator Suzy Elsner commented that in some instances individuals with mental health issues cannot be released back out into the public, and they need to be kept in some sort of facility that can manage their mental health issues. In some situations they have to go through a court process to have them committed to see if they are even competent enough to understand what they are being charged with for trial purposes. Chief Smith added that the recent situation was a domestic violence issue so it was a mandatory arrest.

Councilmember Seibert asked whether the Interlocal agreements with other cities that Marysville provides services with should also be amended to cover the SCORE services. City Attorney Weed commented that this is a good question and needs to be examined.

**Motion made by Councilmember Wright, seconded by Councilmember Seibert, to approve the Interlocal Agreement with South Correctional Entity (SCORE) to Provide an Alternate Option to House Inmates in the Event of an Emergent Situation Where Inmate Need to be Placed in an Environment Requiring Specialized Attention (Medical/Mental Health Service). Motion passed unanimously (7-0).**

14. Consider Authorizing \$110,000 in Additional Management Reserve for the 99th Ave/42nd Street Water Main Project for a Total Project Allocation of \$856,425.42.

This item was removed from the agenda.

### **Mayor's Business**

- Mayor Nehring attended the UCLA School of Urban Design City Lab event. This is an event that was grant funded by the federal government, and was a very interesting event. He attended along with six other mayors of cities with unique revitalization projects. UCLA also brought in eight urban design architect professionals from around the nation. He reviewed some of the projects and concepts discussed.
- At the Economic Alliance Snohomish County Board meeting concern was expressed about the 777x line. He stressed that this is a deal that could provide jobs to this area for decades. He encouraged everyone to keep working toward a workable solution.
- At the SCT meeting there was a great Sound Transit update.
- He requested a volunteer for the Alliance for Housing Affordability meetings. Councilmember Muller volunteered to do it.
- He wished everyone a Happy Thanksgiving.

**Staff Business**

Jim Ballew:

- Thanks to Sandy Langdon and Gloria Hirashima for a smooth budget process.
- Parks is getting ready for the 25<sup>th</sup> year of Merrysville for the Holidays. Decorations have started going up for the holidays. In partnership with the Fire District, the City has offered an opportunity to kids at Liberty Elementary School to ride in the fire engine with a family member for the parade by coloring an entry form. Mayor Nehring randomly selected student Mercedes Gonzales from the entries. Director Ballew announced that the parade is on December 7, and the Tour of Lights starts on December 6.
- The Winter Guide is getting ready to be published.
- Happy Thanksgiving to everybody.

Chief Smith:

- Police are gearing up for the Merrysville for the Holidays as well.
- Black Friday traffic and directed patrol details will be targeted up at Lakewood Crossing and branching out to other areas as they are able.
- The County served a search warrant near a park. They cleared numerous burglaries to include one K-mart and one Burger King Burglary.
- The police are going through sergeant promotions.
- Chief Smith asked about Council's interest in having the Public Safety Committee on Wednesday. There was consensus to wait until January.

Kevin Nielsen:

- He recommended cancelling Public Works Committee meeting in December. There was consensus to cancel the meeting.
- The letter went out for PUD and sanitation in the Whiskey Ridge/Sunnyside area.
- The budget was very interesting this year. He commented on the positive changes they have seen in the trends. He thanked the Council for all of their efforts and the difficult decisions that they made.
- 88<sup>th</sup> Street crossing is nice.
- Happy Thanksgiving.

Sandy Langdon:

- Thanks to Director Nielsen and others for the positive feedback. She stated that they appreciate Council's actions in the past years. She commented that CAO Hirashima has recommended that they look at biennial budgeting.
- Finance Committee for December is cancelled.
- Happy Thanksgiving.

Grant Weed:

- Thanks for the action on the agreement between his firm and the City.
- He is working to get ready for the ultimate closing of the transfer and sale of the utilities in the Sunnyside area.

- There is no need for an Executive Session tonight.
- Happy Thanksgiving.

Gloria Hirashima:

- Thanks to everyone for their work on the budget. The City is in a positive place in terms of recovery due to the culture of economy that has been created. She commended staff for their resourcefulness and creativity in making the most of what they have.

### **Call on Councilmembers**

Kamille Norton:

- Thanks to Sandy Langdon and all the department heads for all of their work on the budget. She expressed appreciation for staff's work at spending wisely and purposefully.
- Happy Thanksgiving.
- She commented that it is exciting to see the banners up around town for the holidays.

Steven Muller:

- Thanks to staff for their work on the budget. He agreed that city employees seem happy too.
- Happy Thanksgiving and safe travels to everyone.

Rob Toyer:

- Thanks to staff for the hard work on the budget.
- Thanks to Grant Weed for his hard work.
- He commented that he heard Boeing will not be negotiating with the union at all.

Michael Stevens:

- He commented that even though they have a culture of economy, they have not sacrificed a culture of quality.
- He commended Kari Chennault for her amazing work at obtaining grants and recommended naming something for her.

Jeff Seibert:

- Thanks to Finance and all the directors and staff for their creativity and hard work.
- He especially commended Jim Ballew and the Parks staff for the improvements to the golf course subsidy situation.
- He was surprised that there was a traffic jam going westbound near 1<sup>st</sup> Street and the mall.
- The 88<sup>th</sup> Street crossing is really smooth and works great. He asked when the other ones would be completed. Director Nielsen said the railroad has their ties at 4<sup>th</sup> and 1<sup>st</sup>, and has indicated that 4<sup>th</sup> Street will be next.
- Happy Thanksgiving.

Donna Wright:

- She attended the National League of Cities Congress of Cities in Seattle. There were many interesting speakers, especially some who spoke to the importance of the cities of the nation pulling together even though the federal government and state governments have let them down. There were some innovative parks ideas, especially related to handicapped people. There was also discussion on Healthy Communities, Let's Move, and creative ideas for intergenerational housing.
- Happy Thanksgiving

Jeff Vaughan concurred with the positive comments on the budget. He is thrilled with where the City is currently at. This is a result of vision, leadership, teamwork, and discipline during tough times. He expressed his appreciation for those qualities to city staff. He is especially pleased about the Fleet and Facilities Fund.

### **Executive Session - None**

### **Adjournment**

Seeing no further business Mayor Nehring adjourned the meeting at 9:21 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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Mayor  
Jon Nehring

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

# *Index #2*

COUNCIL*DRAFT*  
MINUTES

**Work Session**  
December 2, 2013

**Call to Order / Pledge of Allegiance**

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

**Roll Call**

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

**Mayor:** Jon Nehring

**Council:** Steve Muller, Kamille Norton, Jeff Seibert, Michael Stevens, Rob Toyer, Jeff Vaughan, and Donna Wright

**Absent:** None

**Also Present:** Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Chief Smith, City Attorney Cheryl Beyer, Public Works Director Kevin Nielsen, Planning Manager Chris Holland, Human Resources Director Kristie Guy, and Recording Secretary Laurie Hugdahl.

**Approval of the Agenda**

**Motion made by Councilmember Toyer, seconded by Councilmember Seibert, to approve the agenda and to waive the normal work session rules in order to take action on item 5. Motion passed unanimously (7-0).**

**Committee Reports**

**Presentations**

**Discussion Items**

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

1. Approval of the November 12, 2013 City Council Meeting Minutes.

**Consent**

2. Approval of the November 20, 2013 Claims in the Amount of \$910,551.91; Paid by Check Number's 88417 through 88547 with Check Number 88237 Voided.
3. Approval of the November 27, 2013 Claims in the Amount of \$463,870.48; Paid by Check Number's 88548 through 88682 with No Check Number's Voided.
4. Approval of the November 20, 2013 Payroll in the Amount of \$827,990.09; Paid by Check Number's 27155 through 27191.

**Review Bids****Public Hearings****Action Item**

5. Consider Authorizing \$110,000 in Additional Management Reserve for the 99<sup>th</sup> Ave/42<sup>nd</sup> St. Water Main Project for a Total Project Allocation of \$856,425.42.

Director Nielsen said this is part of the PUD takeover in the Whiskey Ridge area. A change order is necessary because the wrong roundabout was built and redesign is necessary.

**Motion made by Councilmember Muller, seconded by Councilmember Wright, to authorize \$110,000 in Additional Management Reserve for the 99<sup>th</sup> Ave/42<sup>nd</sup> St. Water Main Project for a Total Project Allocation of \$856,425.42. Motion passed unanimously (7-0).**

**New Business**

6. Consider Approving the Third Amendment to the Interlocal Agreement with the City of Kirkland for Jail Services.

Chief Smith stated that items 6, 7, 8, and 9 are the same as they have been in previous years, but the booking fees, daily fee, and transportation fee all have been increased a little bit.

Councilmember Muller asked if Marysville is competitive with other jurisdictions. Chief Smith stated that Marysville is actually very competitive and even on the low end with limited space.

7. Consider Approving the Fifth Amendment to the Interlocal Agreement with the City of Sauk-Suiattle Tribe for Jail Services.

See item 6.

8. Consider Approving the Fifth Amendment to the Interlocal Agreement with the Tulalip Tribes for Jail Services.

See item 6.

9. Consider Approving the Fifth Amendment to the Interlocal Agreement with the Stillaguamish Tribe for Jail Services.

See item 6.

10. Consider Approving the Eighth Amendment to the Interlocal Agreement with the City of Arlington for Jail Services.

See item 6.

11. Consider Approving the Tenth Amendment to the Interlocal Agreement with the City of Lake Stevens for Jail Services.

See item 6.

12. Consider Approving the Public Defense Service Agreement with Feldman & Lee, P.S.

CAO Hirashima stated that this is a three-year contract agreement for a public defender, Feldman & Lee, which the City has had under contract for public defense work since 2010. This contract has been negotiated with some of the new Supreme Court standards in mind. This proposal reflects the same rates that were negotiated in September of this year when a contract extension was approved. This continues that contract on for another three years. The Supreme Court has issued some draft caseload standards that were supposed to go into effect earlier this year, but the Supreme Court delayed the standards until January of 2015. In the meantime, the Office of Public Defense is coming out with a time study to set some standards as to how much time it should take an attorney to prepare a defense for a client for various kinds of misdemeanors. The City is awaiting that as well as other cities in the state. When the caseload standards go into effect there is a likelihood that the rates will further increase. Feldman & Lee is also used by the cities of Arlington and Lake Stevens within the same court system.

13. Consider Approving the Special Counsel Legal Services with Summit Law Group.

CAO Hirashima explained that Summit is used for employment law issues such as contract negotiations or employee grievances or arbitrations. They are a very qualified firm used by the majority of cities in Washington State. This agreement would run through 2014.

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14. Consider the Amendment No. 5 to the Janitorial Services Contract with Advantage Building Services which Increases the Contract by \$2,586.98 for a Total Amended Contract Price of \$67,261.58 and Extends the Contract for a Fifth Annual Term.

Director Nielsen stated that this is the annual contract that the city has regarding building cleaning.

15. Consider Approving the Business Licensing Service Agreement with the Department of Revenue's Business Licensing Service.

CAO Hirashima stated that this is an update of the prior agreement with the DOR for the Master Business License service that the City uses.

16. Consider Approving the Citizen Advisory Committee's Funding Recommendations for Program Years 2014 & 2015, and Direct Staff to Notify Each Subrecipient of the Approved Funding Recommendations and Prepare a Program Year 2014 Annual Action Plan in Accordance with the 2012-2016 Consolidated Plan.

Planning Manager Holland stated that the Citizen Advisory Committee met on October 22 and had each applicant present their projects for program years 2014 and 2015. The Committee made recommendations to the Council on November 5 for the 2014 and 2015 funding cycle. He noted that the proposed Housing Hope Beachwood Apartment project was requesting approximately \$34,000 in funds for Phase 2 of their playground improvement. Housing Hope was awarded funds in 2013, but the Committee felt that the amount of money requested this year was not equitable for the amount of people being served. The Citizen Advisory Committee recommended using those funds for the spray park and some of the furniture around Comeford Park. The recommendation is acceptable to HUD and complies with the Consolidated Plan and Citizen Participation Plan. Staff is recommending approval of the recommendation by the Citizen Advisory Committee.

Councilmember Toyer asked about the loan program. Planning Manager commented on the CHIP program which is a revolving loan program for low income home residents. Councilmember Wright noted that Everett is a model for that program. They have been successful doing that for a number of years.

17. Consider Approving the Interlocal Agreement for Emergency Management Services with Snohomish County Department of Emergency Management (SCDEM).

Director Nielsen explained that this is a two-year contract with Snohomish County Department of Emergency Management.

18. Consider Approving the Wetland Mitigation Credit Buy/Sell Agreement with Mitigation Banking Services, LLC, in the Amount of \$137,600.

Director Nielsen stated that this is an agreement to purchase wetland credit in a local bank so we can construct Pond 2.

19. Consider Approving the Professional Services Agreement Supplement No. 1 in the Amount of \$258,833.00 with Murray, Smith and Associates, Inc.

Director Nielsen explained that this would complete the final design for the wells up at Sunnyside at 40<sup>th</sup> and 71<sup>st</sup>.

20. Consider Approving an Interagency Agreement with Washington State Department of Enterprise Services, Selecting as the Emergency Services Company (ESCO) Ameresco.

Director Nielsen stated that this agreement would be with Washington State and a consultant to do an audit of some facilities to apply for a grant to save money on power consumption.

21. Consider Approving the Visitor and Community Information Center Services Agreement with the Greater Marysville Tulalip Chamber of Commerce.

Finance Director Langdon stated that this is consideration of the renewal. There is no change in the agreement as it is submitted. It is for \$40,000 with a CDBG grant for half of that.

Councilmember Wright asked if all of the items listed in the Scope of Services are being done. CAO Hirashima stated that they are not. Councilmember Wright asked if the City is receiving monthly reports. CAO Hirashima replied that no monthly reports have been received for this year. The monthly meetings with Council have also not occurred.

Councilmember Muller suggested breaking the payment up into quarterly chunks to encourage completion of the items on the Scope of Service.

Councilmember Wright asked if the Chamber is involved with economic development for the City. Finance Director Langdon stated that originally that referred to putting Marysville businesses on their website. They attempted to do that, but she has noticed that sometimes it's there, and sometimes it's not. CAO Hirashima stated that the City is generally working with Economic Alliance on economic development efforts.

Councilmember Vaughan asked if staff is aware of any other cities that subsidize their chamber. Finance Director Langdon recalled that at one time Everett's chamber was receiving a subsidy equal to one person's salary for a year. CAO Hirashima commented that it varies from city to city. At one time Arlington was helping with the rent space that their chamber is in. Some cities don't provide a lot of subsidy; others provide some funds through the Hotel Motel funds also. Councilmember Toyer commented that Lake Stevens gets free rent for their office.

Councilmember Seibert commented that his understanding of the agreement with the Chamber is that the City is supporting the visitor center.

Councilmember Vaughan asked what the Chamber has done in the last year with the last subsidy the City gave them. CAO Hirashima said they do not know because no reports have been provided over the last year. She stated that she has heard that the original intent of this was they would be fielding a lot of calls that would otherwise be going to the City, and this was the basis for the arrangement. The Chamber has provided monthly reports in the past, but not as regularly in the last couple years. She stated that there was an effort to make sure numbers were being collected accurately. During Caldie's absence due to her illness there was confusion about how numbers were compiled. Mayor Nehring asked about getting some of the numbers from 2012 just for reference. Finance Director Langdon indicated they could provide that.

Councilmember Seibert requested some feedback on Councilmember Muller's suggestion to do quarterly payments with a requirement that reports be submitted prior to payment.

Councilmember Muller spoke in support of meeting with the Chamber Board to find out more information about what they do. Mayor Nehring indicated they could have a subgroup meeting if that was Council's consensus.

22. Consider Approving the Police Chief to Execute the Vehicle Use Agreements with NICB for the Purpose of Investigating Vehicle Thefts and Insurance Related Crimes.

Commander Lamoureux stated that the Police Department utilizes the NICB for loaner vehicles used for vehicle theft investigations. These agreements usually last a year or less. Councilmember Muller asked about the cost associated with this. Commander Lamoureux replied that there is no fee. The City is only responsible for maintenance of the vehicles.

Councilmember Seibert asked for legal opinion of this. City Attorney Beyer stated that this was actually City Attorney Weed's recommendation.

23. Consider a **Resolution** of the City of Marysville, Washington, Fixing a Time and Place for Hearing on the Final Assessment Roll for Local Improvement District No. 71, and Directing that Notice thereof be Given in the Manner Required By Law.

Finance Director Langdon stated that this is setting the date and time for a public hearing to determine the final assessment roll for the LID 71.

24. Consider a **Resolution** of the City of Marysville Repealing Resolution Number 2268 and Adopting the Health Reimbursement Arrangement/Voluntary Employees' Beneficiary Association ("HRA VEBA") Plan Designs.

Human Resources Director Kristie Guy stated that the resolution is necessary in order to stay compliant with certain federal health care reform regulations. Some changes are needed to the HRA VEBA Plan that was adopted in 2009. The Resolution would repeal the 2009 resolution and adopt a restructured HRA VEBA Plan design that offers two separate plans, the standard HRA Plan and a new post-separation HRA Plan.

25. Consider a **Resolution** for Participation in the Hazard Mitigation Planning with Snohomish County Department of Emergency Management.

Director Nielsen stated that this is a planning document in case there is a major emergency event and would aid in receiving FEMA reimbursement.

26. Consider an **Ordinance** Authorizing the Condemnation, Appropriation, Taking and Damaging of Land and Other Property for Purposes of Improving the Intersection at 88<sup>th</sup> Street N.E. and 55<sup>th</sup> Avenue N.E.

Director Nielsen stated that the City is currently in the process of putting a signal at this intersection. This is a grant funded project.

27. Consider an **Ordinance** Authorizing the Condemnation, Appropriation, Taking and Damaging of Land and Other Property for Purposes of Extending the Bayview Trail.

Director Nielsen stated that this similar to item 26.

28. Consider an **Ordinance** Amending Sections 3.64.020(1) and (2) of the Marysville Municipal Code, Relating to the Utility Tax on Telephone Services.

Finance Director Langdon said that this is recommending the renewal for the utility tax on telephone services for the additional 1%, keeping it at 6% for one more year. This is what was forecasted in the budget that was adopted last week.

Councilmember Toyer asked if this could be repealed next year. Finance Director Langdon said it is up for renewal annually, but it is set to sunset on February 14 of 2014. Councilmember Toyer asked about the projected revenue. Finance Director Langdon said it is about \$133,000.

29. Consider an **Ordinance** of the City of Marysville, WA, Authorizing the City of Marysville to Continue to Impose A Sales and Use Tax as Authorized By RCW 82.14.415 As a Credit Against State Sales and Use Tax; Certifying the Costs to Provide Municipal Services to the Central Marysville Annexation Area; and Setting a New Threshold Amount for Fiscal Year 2014 Relating to Annexations.

Finance Director Langdon explained that this is for the annexation sales tax credit which Marysville has been receiving for the last few years. It must be renewed every year. It is not an additional tax, but is needed so the City can receive .2% of the state's 6.5%

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

Finance Director Langdon stated that the 2% increase was recommended to keep the City on schedule with cash-based project funding and debt service ratio coverage for utilities. She explained that Marysville's utility rates are still relatively low compared to other cities.

31. Consider an **Ordinance** of the City of Marysville Amending the 2013 Budget and Providing for the Increase of Certain Expenditure Items as Budgeted for in Ordinance No. 2911.

Finance Director Langdon stated that this Ordinance would amend the 2013 budget as staff estimates what is needed to finish out the year. She reviewed specific amendments related to CDBG, LID 71, Utilities, and Facilities Maintenance.

## Legal

### Mayor's Business

Mayor Nehring:

- He had a coffee klatch in the Sunnyside area with 13 or 14 people last week. They are most interested in the hiring of new officers to take care of some of the crime. The residents are pleased with the budget situation. They were also extremely pleased with the code enforcement efforts such as graffiti cleanup and Clean Sweep. There were a lot of good comments about Bayview Trail. There was a lot of discussion about the garbage situation. Another prominent issue was empty storefronts and supporting small businesses.
- He discussed the dates for swearing in newly re-elected Council members.
- The Health Board has asked for a recommendation for a representative for the upcoming year. Councilmember Wright indicated that she would be interested in continuing in this role.

**Motion made by Councilmember Seibert, seconded by Councilmember Wright to approve the Mayor's recommendation of Donna Wright to the Health Board for the next year. Motion passed unanimously (7-0).**

### Staff Business

Rick Smith had no comments.

Sandy Langdon had no comments.

Kristie guy had no comments.

Kevin Nielsen:

- He commented that there was a broken water main on Thanksgiving morning, but crews had it up and repaired in a couple hours. The residents sent him an email on Thanksgiving thanking him and saying what an awesome crew we have and what a great job they did.
- Crews are ready for the snow which is in the forecast. He urged caution for drivers especially above the bridge decks.

Cheryl Beyer had no comments.

Gloria Hirashima stated that the I-502 Citizen Committee's alternatives were presented to the Planning Commission last week. The Planning Commission set a hearing on January 14, which is way ahead of the Work Plan. The Planning Commission will be taking comment on all of the alternatives before making a recommendation.

### **Call on Councilmembers**

Steve Muller stated that the golf course Tour of Lights starts next week.

Donna Wright stated that she will need an excused absence for next week because she will be absent.

Jeff Seibert:

- He commented on the strange winter weather he experienced today.
- He is glad to hear that staff is prepared for the snow and cold weather.
- He asked about a committee survey for the coming year. Council President Vaughan indicated he would provide that.

Rob Toyer asked how complaints about police or streets are normally handled. Mayor Nehring reviewed the standard procedure. Director Nielsen added that speeding complaints have to go through the Traffic Safety Committee so counts can be done to see if there is a speeding problem or if enforcement is needed. Sometimes this can take a few weeks to get back to them because the counts have to run. There have been a lot of speeding complaints lately, and staff tries to get back to them to tell they will be doing the counts. Sometimes people aren't happy if the results show that there is only a perceived speeding problem.

Michael Stevens stated he would be on vacation next Monday.

### **Executive Session**

- A. Litigation
- B. Personnel

C. Real Estate

**Adjournment**

Seeing no further business Mayor Nehring adjourned the meeting at 8:05 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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

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

# *Index #3*

<b>Call to Order/Pledge of Allegiance/Roll Call</b>	7:00 p.m.
Excuse the absence of Councilmembers Stevens and Wright.	Approved
Approve the agenda with one amendment.	Approved
<b>Committee Reports</b>	
<b>Presentations</b>	
Police Department Special Presentation: Medal of Valor to Officer Brandon Lawrenson	Presented
Hearing Examiner Retirement Presentation: Ron McConnell	Presented
Oath of Office: Kamille Norton	Presented
<b>Approval of Minutes</b>	
Approve the November 12, City Council Meeting Minutes.	Approved
<b>Consent Agenda</b>	
Approval of the November 20, 2013 Claims in the Amount of \$910,551.91; Paid by Check Number's 88417 through 88547 with Check Number 88237 Voided.	Approved
Approval of the November 27, 2013 Claims in the Amount of \$463,870.48; Paid by Check Number's 88548 through 88682 with No Check Numbers Voided.	Approved
Approval of the November 20, 2013 Payroll in the Amount of \$827,990.09; Paid by Check Number's 27155 through 27191.	Approved
Consider Approving the Third Amendment to the Interlocal Agreement with the City of Kirkland for Jail Services.	Approved
Consider Approving the Fifth Amendment to the Interlocal Agreement with the City of Sauk-Suiattle Tribe for Jail Services.	Approved
Consider Approving the Fifth Amendment to the Interlocal Agreement with the Tulalip Tribes for Jail Services.	Approved
Consider Approving the Fifth Amendment to the Interlocal Agreement with the Stillaguamish Tribe for Jail Services.	Approved
Consider Approving the Eighth Amendment to the Interlocal Agreement with the City of Arlington for Jail Services.	Approved
Consider Approving the Tenth Amendment to the Interlocal Agreement with the City of Lake Stevens for Jail Services.	Approved
Consider Approving the Special Counsel Legal Services with Summit Law Group.	Approved
Consider the Amendment No. 5 to the Janitorial Services Contract with Advantage Building Services which Increases the Contract by \$2,586.98 for a Total Amended Contract Price of \$67,261.58 and Extends the Contract for a Fifth Annual Term.	Approved
Consider Approving the Business Licensing Service Agreement with the Department of Revenue's Business Licensing Service.	Approved
Consider Approving the Citizen Advisory Committees Funding Recommendations for Program Years 2014 & 2015, and Direct Staff to Notify Each Subrecipient of the Approved Funding Recommendations and Prepare a Program Year 2014 Annual Action Plan in Accordance with the 2012-2016 Consolidated Plan.	Approved

Consider Approving the Interlocal Agreement for Emergency Management Services with Snohomish County Department of Emergency Management (SCDEM).	Approved
Consider Approving the Wetland Mitigation Credit Buy/Sell Agreement with Mitigation Banking Services, LLC, in the Amount of \$137,600.	Approved
Consider Approving the Professional Services Agreement Supplement No. 1 in the Amount of \$258,833.00 with Murray, Smith and Associates, Inc.	Approved
Consider Approving an Interagency Agreement with Washington State Department of Enterprise Services, Selecting as the Emergency Services Company (ESCO) Ameresco.	Approved
Consider Approving the Police Chief to Execute the Vehicle Use Agreements with NICB for the Purpose of Investigating Vehicle Thefts and Insurance Related Crimes.	Approved
Approval of the December 4, 2013 Claims in the Amount of \$960,914.06; Paid by Check Number's 88683 through 88782 with no Check Numbers Voided.	Approved
Approval of the December 5, 2013 Payroll in the Amount of \$1,509,168.93; Paid by Check Number's 27192 through 27232.	Approved
<b>Review Bids</b>	
<b>Public Hearing</b>	
<b>New Business</b>	
Consider Approving the Visitor and Community Information Center Services Agreement with the Greater Marysville Tulalip Chamber of Commerce.	Approved
Consider a <b>Resolution</b> of the City of Marysville, Washington, Fixing a Time and Place for Hearing on the Final Assessment Roll for Local Improvement District No. 71, and Directing that Notice thereof be Given in the Manner Required By Law.	Approved Res. No. 2352
Consider the Professional Services Agreement with Ogden Murphy Wallace, PLCC, for the LID #71 –156 <sup>th</sup> Street Overcrossing Project	Approved
Consider a <b>Resolution</b> of the City of Marysville Repealing Resolution Number 2268 and Adopting the Health Reimbursement Arrangement/Voluntary Employees' Beneficiary Association ("HRA VEBA") Plan Designs.	Approved Res. No. 2353
Consider a Resolution for Participation in the Hazard Mitigation Planning with Snohomish County Department of Emergency Management.	Approved Res. No. 2354
Consider an <b>Ordinance</b> Authorizing the Condemnation, Appropriation, Taking and Damaging of Land and Other Property for Purposes of Improving the Intersection at 88 <sup>th</sup> Street N.E. and 55 <sup>th</sup> Avenue N.E.	Approved Ord. No. 2944
Consider an <b>Ordinance</b> Authorizing the Condemnation, Appropriation, Taking and Damaging of Land and Other Property for Purposes of Extending the Bayview Trail.	Approved Ord. No. 2945
Consider an <b>Ordinance</b> Amending Sections 3.64.020(1) and (2) of the Marysville Municipal Code, Relating to the Utility Tax on Telephone Services.	Approved Ord. No. 2946

Consider an <b>Ordinance</b> of the City of Marysville, WA, Authorizing the City of Marysville to Continue to Impose A Sales and Use Tax as Authorized By RCW 82.14.415 As a Credit Against State Sales and Use Tax; Certifying the Costs to Provide Municipal Services to the Central Marysville Annexation Area; and Setting a New Threshold Amount for Fiscal Year 2014 Relating to Annexations.	Approved Ord. No. 2947
Consider an <b>Ordinance</b> of the City of Marysville, Washington Increasing Water, Sewer, and Surface Water Utility Rates and Amending Sections 14.07.060, 14.07.070, and 14.19.050 of the Marysville Municipal Code as Allowed Under Section 14.07.075.	Approved Ord. No. 2948
Consider an <b>Ordinance</b> of the City of Marysville Amending the 2013 Budget and Providing for the Increase of Certain Expenditure Items as Budgeted for in Ordinance No. 2911.	Approved Ord. No. 2949
<b>Legal</b>	
Rescind Council's prior action on the TBD Ordinance on November 12.	Approved
Consider an <b>Ordinance</b> Amending the Marysville City Code to Enact a New Chapter 12.06 Marysville Transportation Benefit District, Establishing a Transportation Benefit District, Specifying the Boundaries for the Transportation Benefit District, Specifying the Maintenance and Preservation of Existing Transportation Improvements, and Fixing a Time when the Same Shall Become Effective.	Failed
<b>Mayor's Business</b>	
Authorize the Mayor to run again for the board of Community Transit.	Approved
<b>Staff Business</b>	
<b>Call on Councilmembers</b>	
<b>Adjournment</b>	8:47 p.m.
<b>Executive Session</b>	
<b>Personnel</b>	
<b>Action</b>	No action taken
<b>Adjournment</b>	9:44 p.m.

COUNCIL*DRAFT*  
MINUTES

**Regular Meeting**  
December 9, 2013

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

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

### **Roll Call**

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

**Mayor:** Jon Nehring

**Council:** Steve Muller, Kamille Norton, Jeff Seibert, Rob Toyer, and Jeff Vaughan

**Absent:** Michael Stevens and Donna Wright

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

**Motion made by Councilmember Vaughan, seconded by Councilmember Seibert, to excuse the absence of Councilmembers Michael Stevens and Donna Wright. Motion passed unanimously (5-0).**

Mayor Nehring requested moving item 35 to between items 23 and 24.

**Motion made by Councilmember Vaughan, seconded by Councilmember Toyer, to approve the agenda with the amendment moving item 35 to between items 23 and 24. Motion passed unanimously (5-0).**

### **Committee Reports**

None

**Presentations**

## A. Police Department Special Presentation

Chief Smith presented the Medal of Valor to Officer Brandon Lawrenson for distinguishing himself by conspicuous bravery knowingly and voluntarily, in the face of substantial risk of serious bodily injury or death, and using superior judgment in accomplishing the mission including sustaining human life.

## B. Hearing Examiner Retirement Presentation

Mayor Nehring recognized Ron McConnell upon his retirement from 23 years of service as the City of Marysville's Hearing Examiner.

## C. Oath of Office: Kamille Norton

Grant Weed administered the Oath of Office to Kamille Norton.

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

1. Approval of the November 12, 2013 City Council Meeting Minutes.

**Motion made by Councilmember Toyer, seconded by Councilmember Norton, to approve the November 12, 2013 City Council Meeting Minutes. Motion passed unanimously (5-0).**

**Consent**

2. Approval of the November 20, 2013 Claims in the Amount of \$910,551.91; Paid by Check Number's 88417 through 88547 with Check Number 88237 Voided.
3. Approval of the November 27, 2013 Claims in the Amount of \$463,870.48; Paid by Check Number's 88548 through 88682 with No Check Numbers Voided.
4. Approval of the November 20, 2013 Payroll in the Amount of \$827,990.09; Paid by Check Number's 27155 through 27191.
6. Consider Approving the Third Amendment to the Interlocal Agreement with the City of Kirkland for Jail Services.
7. Consider Approving the Fifth Amendment to the Interlocal Agreement with the City of Sauk-Suiattle Tribe for Jail Services.

8. Consider Approving the Fifth Amendment to the Interlocal Agreement with the Tulalip Tribes for Jail Services.
9. Consider Approving the Fifth Amendment to the Interlocal Agreement with the Stillaguamish Tribe for Jail Services.
10. Consider Approving the Eighth Amendment to the Interlocal Agreement with the City of Arlington for Jail Services.
11. Consider Approving the Tenth Amendment to the Interlocal Agreement with the City of Lake Stevens for Jail Services.
12. Consider Approving the Public Defense Service Agreement with Feldman & Lee, P.S.
13. Consider Approving the Special Counsel Legal Services with Summit Law Group.
14. Consider the Amendment No. 5 to the Janitorial Services Contract with Advantage Building Services which Increases the Contract by \$2,586.98 for a Total Amended Contract Price of \$67,261.58 and Extends the Contract for a Fifth Annual Term.
15. Consider Approving the Business Licensing Service Agreement with the Department of Revenue's Business Licensing Service.
16. Consider Approving the Citizen Advisory Committees Funding Recommendations for Program Years 2014 & 2015, and Direct Staff to Notify Each Subrecipient of the Approved Funding Recommendations and Prepare a Program Year 2014 Annual Action Plan in Accordance with the 2012-2016 Consolidated Plan.
17. Consider Approving the Interlocal Agreement for Emergency Management Services with Snohomish County Department of Emergency Management (SCDEM).
18. Consider Approving the Wetland Mitigation Credit Buy/Sell Agreement with Mitigation Banking Services, LLC, in the Amount of \$137,600.
19. Consider Approving the Professional Services Agreement Supplement No. 1 in the Amount of \$258,833.00 with Murray, Smith and Associates, Inc.
20. Consider Approving an Interagency Agreement with Washington State Department of Enterprise Services, Selecting as the Emergency Services Company (ESCO) Ameresco.

*DRAFT*

22. Consider Approving the Police Chief to Execute the Vehicle Use Agreements with NICB for the Purpose of Investigating Vehicle Thefts and Insurance Related Crimes.
33. Approval of the December 4, 2013 Claims in the Amount of \$960,914.06; Paid by Check Number's 88683 through 88782 with no Check Numbers Voided.
34. Approval of the December 5, 2013 Payroll in the Amount of \$1,509,168.93; Paid by Check Number's 27192 through 27232.

**Motion made by Councilmember Vaughan, seconded by Councilmember Muller, to approve Consent Agenda items 2-4, 6-20, 22, 33, and 34. Motion passed unanimously (5-0).**

### **Review Bids**

### **Public Hearings**

### **New Business**

21. Consider Approving the Visitor and Community Information Center Services Agreement with the Greater Marysville Tulalip Chamber of Commerce.

Finance Director Langdon noted that the 2012 and 2013 summaries of statistics were provided. A potential revision to the contract was also provided based on the discussion at the workshop.

Councilmember Vaughan referred to bullet number 2 on the Scope of Work and asked what a Comprehensive Information Network was. Finance Director Langdon was not sure, but she thought that it referred to the Visitor Information Center (VIC), the wall of brochures, and the information on the Chamber's website.

Councilmember Vaughan asked how many voters they have been able to register. Finance Director Langdon said that had not been confirmed.

Councilmember Vaughan referred to the item related to developing cooperative relationships with other chambers in the state and in the nation and asked about the status of that. CAO Hirashima was not certain.

Councilmember Vaughan referred to the bullet that talks about the VIC serving as a distribution point for materials generated and provided by the City's Economic Development committees. Another bullet talks about directing businesses seeking relocation to the City's Community Development Director. Another bullet talks about a report documenting businesses seeking location and/or relocation to the region. He asked how much information is being exchanged in regard to those three bullets. CAO Hirashima replied that there are brochures for Marysville in the VIC. There are also link

backs between the City's and the Chamber's websites. She does not recall many direct referrals.

Councilmember Vaughan referred to a bullet stating there would be regular meetings between the Chief Administrative Officer and the Chamber President as well as an annual meeting between Chamber board members and the City Council. He asked if this has occurred recently. CAO Hirashima stated that her office participates ex officio in the Chamber board meetings. The Mayor meets with the Chamber President and Director on a monthly basis. She was not aware of meetings involving the Council in the last few years.

Councilmember Vaughan asked if the Scope of Work or the contract itself has changed much in the last 12 years. Finance Director Langdon said it has not. Councilmember Vaughan thanked staff for the statistics they provided. He said he remembers getting this information on a monthly basis, but this is the first he remembers getting it recently. Finance Director Langdon affirmed that it was not done in 2013. Councilmember Vaughan referred to the information regarding a comparison between various visitor information centers provided by the Chamber and noted some discrepancies in the numbers. Finance Director Langdon explained that the Chamber had re-evaluated how they were counting information. She thought that 2012 and 2013 were probably more accurate than previous years.

Councilmember Vaughan again referred to the chart showing VIC statistics and noted that the Chamber is counting website hits or visits as "inquiries". He didn't think the numbers made sense. He suggested that phone calls, emails, or form submissions should be counted, but not necessarily website "hits".

Councilmember Seibert referred to the bullet referencing the City's Economic Development committees, and noted that he thought that this was just a holdover from the time when the City was really pushing economic development. He recommended that over the next year the City spend time looking over this agreement and cleaning it up. Mayor Nehring concurred.

Councilmember Muller said he was hoping a representative from the Chamber would be present tonight. He commented that he doesn't want to micro-manage the Chamber, but he wants to know that the committee chairs are in place and each committee has a directive for 2014, especially the Governmental Affairs Committee. He'd like to see a year-end report showing what they worked on last year. He recommended getting together with their board to work out details after the first of the year.

Councilmember Seibert commented that the City only has a contract with the Chamber to manage the Visitor Center, not to operate the Chamber. He isn't interested in telling them how to do their portion of the work. Councilmember Muller commented that he doesn't want to tell them what to do, but wants to know that they have a broad vision in place as a chamber that supports the City.

*DRAFT*

Councilmember Norton spoke in support of looking at what the City wants this visitor center to do for Marysville. She also is interested in working on the Scope of Work and coming up with measurable ways of gauging its effectiveness.

Councilmember Vaughan said he thinks this is a great opportunity to revisit this contract. He also is interested in looking at the question of what the City hopes to gain by supporting a visitor center. This will drive what the Scope of Work is and what things can be measured. Only then will the City know what they are getting for the investment. Right now, based on the little information the Council has, they can't tell what benefit, if any, there is in having a visitor information center in the City. He said he didn't feel comfortable passing this until the agreement and Scope of Work are clarified. He stated he was disappointed that the Chamber wasn't present to represent their interests.

Councilmember Toyer concurred with all previous comments. He asked about a possible timeframe for this process. Councilmember Vaughan suggested coming up with the City's objectives and then sitting down with the Chamber to discuss expectations and possible methods of measurement. He wasn't sure about the timeframe. Councilmember Muller asked about adding this to the agenda for the Economic Development Committee in January. Mayor Nehring concurred and noted they could invite Chamber representatives to the Economic Development Committee (EDC) or the Council or both. There was consensus to schedule this for the EDC for discussion in January and then invite the Chamber representatives in February. Councilmember Seibert requested information about other visitor centers and how they track and how they compare.

23. Consider a **Resolution** of the City of Marysville, Washington, Fixing a Time and Place for Hearing on the Final Assessment Roll for Local Improvement District No. 71, and Directing that Notice thereof be Given in the Manner Required By Law.

**Motion made by Councilmember Vaughan, seconded by Councilmember Muller, to approve Resolution No. 2352. Motion passed unanimously (5-0).**

35. Consider the Professional Services Agreement with Ogden Murphy Wallace, PLCC, for the LID #71 – 156<sup>th</sup> Street Overcrossing Project.

City Attorney Grant weed reviewed this item. Councilmember Seibert referred to the agreement and noted that the rate was blank. City Attorney Weed indicated it should state \$375 per hour.

**Motion made by Councilmember Seibert, seconded by Councilmember Vaughan, to authorize the Mayor to sign the Professional Services Agreement with Ogden Murphy Wallace, PLCC. Motion passed unanimously (5-0).**

24. Consider a **Resolution** of the City of Marysville Repealing Resolution Number 2268 and Adopting the Health Reimbursement

*DRAFT*

Arrangement/Voluntary Employees' Beneficiary Association ("HRA VEBA") Plan Designs.

**Motion made by Councilmember Muller, seconded by Councilmember Norton, to approve Resolution No. 2353. Motion passed unanimously (5-0).**

25. Consider a Resolution for Participation in the Hazard Mitigation Planning with Snohomish County Department of Emergency Management.

**Motion made by Councilmember Vaughan, seconded by Councilmember Seibert, to approve Resolution No. 2354. Motion passed unanimously (5-0).**

26. Consider an **Ordinance** Authorizing the Condemnation, Appropriation, Taking and Damaging of Land and Other Property for Purposes of Improving the Intersection at 88<sup>th</sup> Street N.E. and 55<sup>th</sup> Avenue N.E.

**Motion made by Councilmember Muller, seconded by Councilmember Vaughan, to approve Ordinance No. 2944. Motion passed unanimously (5-0).**

27. Consider an **Ordinance** Authorizing the Condemnation, Appropriation, Taking and Damaging of Land and Other Property for Purposes of Extending the Bayview Trail.

**Motion made by Councilmember Norton, seconded by Councilmember Toyer, to approve Ordinance No. 2945. Motion passed unanimously (5-0).**

28. Consider an **Ordinance** Amending Sections 3.64.020(1) and (2) of the Marysville Municipal Code, Relating to the Utility Tax on Telephone Services.

**Motion made by Councilmember Vaughan, seconded by Councilmember Muller, to approve Ordinance No. 2946. Motion passed unanimously (5-0).**

29. Consider an **Ordinance** of the City of Marysville, WA, Authorizing the City of Marysville to Continue to Impose A Sales and Use Tax as Authorized By RCW 82.14.415 As a Credit Against State Sales and Use Tax; Certifying the Costs to Provide Municipal Services to the Central Marysville Annexation Area; and Setting a New Threshold Amount for Fiscal Year 2014 Relating to Annexations.

**Motion made by Councilmember Muller, seconded by Councilmember Seibert, to approve Ordinance No. 2947. Motion passed unanimously (5-0).**

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

*DRAFT*

**Motion made by Councilmember Vaughan, seconded by Councilmember Muller, to approve Ordinance No. 2948. Motion passed unanimously (5-0).**

31. Consider an **Ordinance** of the City of Marysville Amending the 2013 Budget and Providing for the Increase of Certain Expenditure Items as Budgeted for in Ordinance No. 2911.

**Motion made by Councilmember Muller, seconded by Councilmember Norton, to approve Ordinance No. 2949. Motion passed unanimously (5-0).**

### Legal

32. Consider an **Ordinance** Amending the Marysville City Code to Enact a New Chapter 12.06 Marysville Transportation Benefit District, Establishing a Transportation Benefit District, Specifying the Boundaries for the Transportation Benefit District, Specifying the Maintenance and Preservation of Existing Transportation Improvements, and Fixing a Time when the Same Shall Become Effective.

City Attorney Weed recalled that on November 12 the Council approved the Ordinance establishing a Transportation Benefit District (TBD) subject to a limitation on the method of financing being limited to just the .2 of 1% sales tax. Following adoption of the ordinance he did some additional research and found that in state law any TBD formed must be subject to the provisions of state law which includes all of the various methods of financing. He recommended that the Council rescind the prior ordinance and give consideration to adopting a TBD ordinance as originally proposed on November 12.

**Motion made by Councilmember Seibert, seconded by Councilmember Toyer, to rescind Council's prior action on the TBD Ordinance on November 12. Motion passed unanimously (5-0).**

Councilmember Seibert said he was torn on this matter because he really wants to find a way to be self-funding on transportation needs. Letting the voters decide is a good option. Unfortunately he is not comfortable with passing something that can continue and be modified by future councils in ways that this Council never intended.

**Motion made by Councilmember Toyer, seconded by Councilmember Muller, to approve Ordinance No. 2938 as presented.**

Councilmember Muller asked about sunseting the TBD. City Attorney Weed stated that under state law there is a maximum time frame of 20 years. He did not think that could be modified.

Councilmember Seibert asked if the TBD can limit its own methods of financing. City Attorney Weed explained how this could work.

*DRAFT*

Councilmember Muller acknowledged concerns about this, but spoke in support of the ordinance in order to meet the public's expectations about transportation projects.

**Upon a roll call vote, the motion failed for lack of a four-vote majority (Councilmembers Norton, Muller, and Toyer voted in support of the motion, and Councilmembers Seibert and Vaughan voted against the motion).**

### **Mayor's Business**

Mayor Nehring:

- Merrysville for the Holidays was particularly spectacular this year. He thanked all of staff who pitched in to make this a great event.
- He commended Director Nielsen and his team who were awarded \$3 million in grant funding.
- Community Transit had a public hearing on the budget this past Thursday evening. Their sales tax is up about 8% throughout the year. This is an encouraging sign for the economy in general. They will look at adding back some service in 2014.
- Every two years there is a vote for representatives for the board of CT. He stated he would love to continue serving on that board, and he is in line to be Vice President of that board this year if he is re-elected.

**Motion made by Councilmember Seibert, seconded by Councilmember Toyer, to authorize the Mayor to run again for the board of Community Transit. Motion passed unanimously (5-0).**

- AWC held a board meeting at SeaTac recently where they put together the legislative agenda for this year. Top priorities include continuing to press for restoration of state shared revenues, Public Records Act, indigent defense, and fish consumption updates.
- Congratulations to Councilmember Norton for her successful election and swearing in.

Councilmember Seibert commented on issues related to liens on utility bills. He thinks that this should also be a priority for the legislative agenda. Finance Director Langdon explained that the different types of service have different liens.

### **Staff Business**

Jim Ballew:

- Merrysville for the Holidays was a lot of fun and a big success.
- Thanks to E&E Lumber and Judd & Black for sponsoring the fireworks show.
- The Tour of Lights is in full swing.
- The golf course has been closed because of the freezing weather, but the restaurant has been busy.

- A map was placed in the Baxter building and people were asked to identify where they were from. It was interesting to note that people came from all over, including South Korea; Gresham, Oregon; Battleground; Issaquah; Bellingham, etc.
- The Department of Revenue issued a paper today on reducing the tax burden to recreational activities.
- He wished everyone a great holiday.

Chief Smith:

- It was an honor to present the Medal of Valor to Officer Lawrenson.
- He introduced his father who was visiting and in attendance.
- As of January 1, Commander Lamoureux will be transferring to the Administrative Division and Commander Goldberg will be moving to Operations. On the 16<sup>th</sup>, James Maples will be promoted to the rank of sergeant.
- He encouraged everyone to drive safely.
- The Real Heroes Breakfast will be held on Thursday morning.
- Merry Christmas and Happy Holidays to all.

Kevin Nielsen:

- There are reader boards on 4<sup>th</sup> Street because the railroad is going to fix the crossings on Friday.
- Crews are ready for snow, but he is skeptical that it will happen.
- The City looks really clean and nice with the lights.
- John Cowling applied for the \$3 million TIB grant, and Director Nielsen is very proud of him for that.
- PUD will be pulling the pipe across 92 on Wednesday or Thursday.

Sandy Langdon:

- She agrees that the City looks very nice and festive.
- The City Holiday Party will be held at the Ken Baxter Center from 11:30 to 1:00 tomorrow.
- Merry Christmas and Happy New Year to everyone.

Grant Weed:

- He commented on an extremely productive year that the City of Marysville has had. He thinks 2013 has been a banner year.
- He stated the need for an Executive Session for 15 minutes with possible action following for the purpose of considering an employee performance matter.

Gloria Hirashima:

- Congratulations to Councilmember Norton for being elected to another two years on the Council.
- Thanks to all city staff for their work on Merrysville for the Holidays, especially Jim Ballew who worked so hard. She also thanked the parks staff for their work on the Tour of Lights.

- Congratulations to Kevin Nielsen and his staff for the grant on Smokey Pt. Blvd. This is outstanding. She commended Public Works for doing such a great job seeking out and securing grants in a very competitive environment.
- She concurred with Councilmember Muller about the need to look for secure and stable transportation funding to meet the City's needs, noting that the TIB grant means that the City needs to come up with a \$1.2 million match. She is confident that staff will be able to figure out a plan for that, but having a stable transportation funding source would give the City more options in future situations such as this.
- She wished everyone Happy Holidays and Happy New Year. She agreed that this has been a very productive year for the City.

### **Call on Councilmembers**

Kamille Norton:

- She was happy to watch the presentation with Officer Lawrenson.
- She thanked the staff and Council for their patience with her. She has enjoyed serving on the Council and is looking forward to two more years.
- Merry Christmas and Happy Holidays to all.

Steve Muller:

- 2013 was a great year. He acknowledged the leadership team for making it easy for the Council.
- He commented from personal experience that it is quite frigid driving the train for the Tour of Lights.
- He wished everyone Happy Holidays.

Rob Toyer concurred with previous comments.

Jeff Seibert:

- Congratulations to Officer Lawrenson for his award and to Officer Maples for achieving the rank of sergeant.
- Thanks to John Cowling for applying for and receiving that TIB grant.
- He commented that in the paper there were comments related to Wal-Mart traffic. He suggested working on a grant for that.
- He expressed appreciation to Jesse for providing traffic information to the public.
- He brought up a citizen complaint about the light at 128<sup>th</sup>. Director Nielsen said they have checked the timing numerous times and it is fine.
- He wished everyone Happy Holidays.

Jeff Vaughan:

- If anyone wants to make any changes to committee assignments let him know. Otherwise we will just press forward as we are now. There was consensus to provide the Council with a list of available committee assignments.
- He praised Chief Smith, noting that he has done a great job for the City and made Marysville a better place.

*DRAFT*

Mayor Nehring acknowledged Peter, a young man in the audience who was just brought on to the Historical Society Commission. Mayor Nehring stated that it has been a pleasure working with Council and staff over the last year. He agreed that it is an exciting time to be in the City of Marysville. He wished everyone a Merry Christmas and Happy New Year.

Council recessed at 8:47 p.m. for five minutes before reconvening into Executive Session to address one item related to employee performance expected to last 15 minutes with possible action following.

### **Executive Session**

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

Executive Session extended 30 minutes. **Motion** made by Councilmember Muller, seconded by Councilmember Toyer to reconvene into regular session at 9:44 p.m. **Motion** passed unanimously (5-0).

### **Adjournment**

Seeing no further business Mayor Nehring adjourned the meeting at 9:44 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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Mayor  
Jon Nehring

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April O'Brien  
Deputy City Clerk

# *Index #4*

## CITY OF MARYSVILLE

## EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: January 13, 2014

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 11, 2013** claims in the amount of **\$459,586.68** paid by **Check No.'s 88783 through 88901 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 **\$459,586.68 PAID BY CHECK NO.'S 88783 THROUGH 88901 WITH NO CHECK NO. 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 **13<sup>th</sup> DAY OF JANUARY 2014.**

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



**CITY OF MARYSVILLE  
 INVOICE LIST**

FOR INVOICES FROM 12/5/2013 TO 12/11/2013

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
88783	3M	BLUE FILM	TRANSPORTATION MANAGEM	674.41
	3M	SHEETING AND FILM	TRANSPORTATION MANAGEM	1,640.95
88784	ALBERTSONS	JAIL SUPPLIES	DETENTION & CORRECTION	349.26
88785	ALL ANIMAL & BIRD	ANIMAL CARE MP13-8193	ANIMAL CONTROL	285.00
88786	ALL WORLD SCIENTIFIC	GLASS FIBER	WASTE WATER TREATMENT F	104.74
88787	ALLEN, KELSEY	UB 985023060001 5023 60TH AVE	GARBAGE	292.03
88788	AMERICAN COUNCIL	SEMINAR-BUELL, L	POLICE TRAINING-FIREARMS	99.00
88789	ARAMARK UNIFORM	UNIFORM SERVICE	MAINTENANCE	10.86
	ARAMARK UNIFORM		MAINTENANCE	10.86
88790	BLACK ROCK CABLE INC	I-NET LEASE	CENTRAL SERVICES	535.94
88791	BLUE MARBLE ENV.	WASTE REDUCTION/RECYCLING PROG	RECYCLING OPERATION	7,167.52
88792	BLUETARP FINANCIAL	GOLF COURSE SUPPLIES	GOLF COURSE	-29.41
	BLUETARP FINANCIAL		MAINTENANCE	371.32
88793	BLUMENTHAL UNIFORMS	UNIFORM-DAVIS	POLICE PATROL	37.58
	BLUMENTHAL UNIFORMS	HASHMARKS AND CHEVRONS	POLICE PATROL	37.79
	BLUMENTHAL UNIFORMS	UNIFORM-FAWKS	POLICE PATROL	118.32
	BLUMENTHAL UNIFORMS	NIK KITS	POLICE PATROL	288.88
88794	CAPITAL ONE COMMERC	REFRESHMENT REIMBURSEMENT	GENERAL SERVICES - OVERH	47.43
88795	CARRS ACE	PAINT AND PAINT SUPPLIES	SOLID WASTE OPERATIONS	87.93
	CARRS ACE	LIFT STATION CLEANING SUPPLIES	SEWER LIFT STATION	104.08
88796	CARVER, VICKI	INSTRUCTOR SERVICES	RECREATION SERVICES	226.80
88797	CASCADE NATURAL GAS	NATURAL GAS CHARGES	WATER FILTRATION PLANT	1,528.65
88798	CENTRAL WELDING SUPP	SAFETY VESTS	ER&R	238.09
88799	CHAMBLISS, CLIFTON	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
88800	CHERYL BUCK INC^	UB 656319000000 6319 107TH PL	WATER/SEWER OPERATION	120.21
88801	CNR, INC	MAINTENANCE CONTRACT	COMPUTER SERVICES	1,355.79
88802	COOP SUPPLY	WINDOW SCREEN	WATER QUAL TREATMENT	11.24
	COOP SUPPLY	FUEL CAN SPOUT	WATER QUAL TREATMENT	14.11
88803	CRANE, ANNA	REFUND CLASS FEES	PARKS-RECREATION	30.00
88804	CREA AFFILIATES, LLC	FOOTHILLS PARK FINAL DOCUMENTA	EXECUTIVE ADMIN	1,760.00
88805	CRIMINAL INVESTIGATI	INVESTIGATION FUND	POLICE INVESTIGATION	1,664.00
88806	CRIMINAL JUSTICE	ACADEMY-BELLEME, J	POLICE ADMINISTRATION	2,905.00
88807	CRYSTAL SPRINGS	WATER/COOLER RENTAL	WASTE WATER TRÉATMENT F	78.68
88808	DB SECURE SHRED	MONTHLY SHREDDING SERVICE	LEGAL - PROSECUTION	11.19
	DB SECURE SHRED		EXECUTIVE ADMIN	11.20
88809	DICKS TOWING	TOWING EXPENSE	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE-MP13-8201	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE-MP13-8279	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE-MP13-8305	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE-MP13-8336	POLICE PATROL	43.44
88810	DIGITAL DOLPHIN SUPP	TONER	GENERAL FUND	-5.27
	DIGITAL DOLPHIN SUPP		POLICE ADMINISTRATION	66.52
88811	DRUG BUY FUND	DRUG BUY FUND	POLICE PATROL	5,400.00
88812	E&E LUMBER	FASTENERS	COURT FACILITIES	8.25
	E&E LUMBER	AIR DUSTER	PARK & RECREATION FAC	9.99
	E&E LUMBER	GRAFFITI SUPPLIES	COMMUNITY DEVELOPMENT-	19.77
	E&E LUMBER	BELT AND POWER BIT	PARK & RECREATION FAC	24.57
	E&E LUMBER	CONCRETE AND LUBRICANT	STORM DRAINAGE	26.62
	E&E LUMBER	GRAFFITI SUPPLIES	COMMUNITY DEVELOPMENT-	30.18
	E&E LUMBER	SAFETY GLASSES	MAINTENANCE	33.17
88813	EAGLE BAY HOMES	UB 986140360000 6140 36TH PL N	WATER/SEWER OPERATION	25.00
88814	EAGLE FENCE	FENCE REPAIR	ROADWAY MAINTENANCE	1,086.00
88815	EAST JORDAN IRON WOR	VALVE BOX TOPS	WATER/SEWER OPERATION	512.86
	EAST JORDAN IRON WOR	VALVE BOX BOTTOMS	WATER/SEWER OPERATION	540.56
88816	ELBERT, DENNIS	UB 980322600000 3226 66TH AVE	WATER/SEWER OPERATION	195.66
88817	EVERETT STAMP WORKS	INK PADS	OFFICE OPERATIONS	18.41
88818	EVERETT UTILITIES	WATER/FILTRATION SERVICE	SOURCE OF SUPPLY	119,123.21



**CITY OF MARYSVILLE  
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
88819	EVERETT, CITY OF	LAB ANALYSIS	WATER QUAL TREATMENT	1,124.10
	EVERETT, CITY OF	ANIMAL SHELTER FEES	ANIMAL CONTROL	5,735.00
88820	FEDEX	SHIPPING EXPENSE	UTILITY BILLING	28.75
88821	FELDMAN & LEE P.S.	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	20,000.00
88822	FOLEY, JANET	INSTRUCTOR SERVICES	RECREATION SERVICES	252.00
88823	FOSS, CARRI	REFUND CLASS FEES	PARKS-RECREATION	30.00
88824	GENERAL CHEMICAL	ALUMINUM SULFATE	WASTE WATER TREATMENT F	4,975.74
88825	GG&G INC.	WEAPON SIGHTS	GENERAL FUND	-209.22
	GG&G INC.		POLICE TRAINING-FIREARMS	2,642.02
88826	GLOBALSTAR INC.	SAT PHONE	POLICE PATROL	57.12
88827	GOOBY, TERESA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
88828	GRIFFEN, CHRIS	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	75.00
88829	GUY, KRISTIE	REIMBURSE REGISTRATION FEE & S	GENERAL FUND	-6.37
	GUY, KRISTIE		PERSONNEL ADMINISTRATIO	110.37
	GUY, KRISTIE		PERSONNEL ADMINISTRATIO	300.00
88830	HAZAMA, SUMIKA	UB 980060140001 6014 51ST ST N	GARBAGE	213.28
88831	HD FOWLER COMPANY	RING GASKET	SEWER LIFT STATION	13.37
88832	HD SUPPLY WATERWORKS	METERS	WATER SERVICE INSTALL	10,513.57
88833	HERTZ EQUIPMENT RENT	SKIDSTEER AND PLANER ATTACHMEN	ROADWAY MAINTENANCE	784.10
88834	INDUSTRIAL SUPPLY IN	TYMCO AND ELGIN SWEEPER BROOMS	STREET CLEANING	1,310.15
88835	JOHNSON, DAVID & LAU	UB 450130000002 5025 139TH PL	WATER/SEWER OPERATION	50.90
88836	K-MART	CANDY CANES AND SOAP	COMMUNITY EVENTS	46.83
88837	KLEMENTSEN, TORY	INSTRUCTOR SERVICES	RECREATION SERVICES	63.00
	KLEMENTSEN, TORY		RECREATION SERVICES	540.00
88838	KUNG FU 4 KIDS		RECREATION SERVICES	277.20
88839	LAKE STEVEN, CITY	PROFESSIONAL SERVICES-HWY 9	NON-DEPARTMENTAL	750.00
88840	LAMOUREUX, JANIS	REIMBURSE MEETING SUPPLY PURCH	COMMUNITY DEVELOPMENT-	229.70
88841	LAW, LYMAN, DANIEL, KAM	LEGAL FEES	NON-DEPARTMENTAL	1,163.13
	LAW, LYMAN, DANIEL, KAM		WASTE WATER TREATMENT F	3,489.40
88842	LENTZ, EUGENE	REFUND CLASS FEES	PARKS-RECREATION	75.00
88843	LEONARD, REMY	PROTEM SERVICES	MUNICIPAL COURTS	185.00
	LEONARD, REMY		MUNICIPAL COURTS	185.00
88844	LEVASSEUR, MARCIA	REFUND CLASS FEES	PARKS-RECREATION	70.00
88845	LIBERTY MANUFACTURIN	UB 741122050000 5620 48TH DR N	WATER/SEWER OPERATION	55.99
88846	LICENSING, DEPT OF	DERKSEMA, JOHN (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	ECKERT, DAVID (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	ERXLEBEN, KYLE (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	FORT, JEREMIAN (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	GULLETT, JAMES (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	HAMERS, ALLAN (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	JOHNSON, GREGORY (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	PARKS, DOYLE (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	SMOLEN, JENNIFER (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	WOODS, CHARLEZETTA (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	STAPAY, KERRI (LT RENEWAL)	GENERAL FUND	21.00
88847	LOGIN/IACP NET	IACP NET RENEWAL DUES	POLICE INVESTIGATION	1,100.00
88848	MACFARLANE, D JOHN	UB 764280000000 6530 67TH PL N	WATER/SEWER OPERATION	67.58
88849	MARYSVILLE AWARDS	PLAQUE ENGRAVING	EXECUTIVE ADMIN	17.38
	MARYSVILLE AWARDS	AWARDS	POLICE ADMINISTRATION	161.44
88850	MARYSVILLE PRINTING	LASER PAPER	EXECUTIVE ADMIN	24.80
	MARYSVILLE PRINTING	BUSINESS CARDS	POLICE PATROL	42.30
	MARYSVILLE PRINTING	PASSPORT TO MARYSVILLE	EXECUTIVE ADMIN	185.71
	MARYSVILLE PRINTING	ENVELOPES	FINANCE-GENL	309.51
88851	MCFARLANE, MANYA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
88852	MEGAPATH CORPORATION	INTERNET SERVICES	COMPUTER SERVICES	263.83
88853	MILLER, SUSAN	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
88854	NELSON PETROLEUM	RED TAC GREASE	ER&R	155.03



**CITY OF MARYSVILLE  
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88855	NEXTEL	ACCT #843707243	EQUIPMENT RENTAL	69.45
88856	NEXTEL	ACCT #130961290	WATER FILTRATION PLANT	60.36
	NEXTEL		SEWER LIFT STATION	60.36
88857	NICHOLS, STACI	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
88858	NORTH SOUND HOSE	HOSE, BARB AND BAND CLAMP	ROADWAY MAINTENANCE	968.52
88859	NORTHUP GROUP	PRE-EMPLOYMENT SCREENING	POLICE ADMINISTRATION	340.00
88860	NYITRAY, SANDRA	INSTRUCTOR SERVICES	COMMUNITY CENTER	27.00
88861	OFFICE DEPOT	OFFICE SUPPLIES & JAIL SUPPLIE	POLICE PATROL	5.00
	OFFICE DEPOT	OFFICE SUPPLIES	POLICE INVESTIGATION	36.26
	OFFICE DEPOT		POLICE PATROL	54.28
	OFFICE DEPOT		PARK & RECREATION FAC	59.44
	OFFICE DEPOT		POLICE INVESTIGATION	60.51
	OFFICE DEPOT		POLICE PATROL	88.37
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	191.42
	OFFICE DEPOT		POLICE PATROL	193.28
	OFFICE DEPOT		FINANCE-GENL	196.43
	OFFICE DEPOT		OFFICE OPERATIONS	202.08
	OFFICE DEPOT		PARK & RECREATION FAC	206.42
	OFFICE DEPOT		POLICE PATROL	208.04
	OFFICE DEPOT		POLICE PATROL	214.22
	OFFICE DEPOT		POLICE PATROL	293.46
	OFFICE DEPOT	OFFICE SUPPLIES & JAIL SUPPLIE	DETENTION & CORRECTION	571.11
88862	OLASON, MONICA	INSTRUCTOR SERVICES	RECREATION SERVICES	96.00
	OLASON, MONICA		RECREATION SERVICES	120.00
	OLASON, MONICA		RECREATION SERVICES	138.60
	OLASON, MONICA		RECREATION SERVICES	144.00
88863	OPTICS PLANET INC.	DUTY HOLSTER	GENERAL FUND	-50.18
	OPTICS PLANET INC.	BATTERIES	GENERAL FUND	-46.15
	OPTICS PLANET INC.		POLICE TRAINING-FIREARMS	582.71
	OPTICS PLANET INC.	DUTY HOLSTER	POLICE PATROL	866.18
88864	PACIFIC POWER BATTER	BATTERIES	COMMUNITY CENTER	13.88
88865	PARTS STORE, THE	BEARING	MAINTENANCE	54.15
	PARTS STORE, THE		MAINTENANCE	108.30
88866	PEACE OF MIND	MINUTE TAKING SERVICE	COMMUNITY DEVELOPMENT-	152.90
88867	PEAVEY,LYNN COMPANY	EVIDENCE SUPPLIES	POLICE PATROL	182.99
88868	PETROCARD SYSTEMS	FUEL CONSUMED	COMPUTER SERVICES	49.21
	PETROCARD SYSTEMS		ENGR-GENL	79.30
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	89.67
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	212.16
	PETROCARD SYSTEMS		PARK & RECREATION FAC	421.04
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	498.90
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	3,421.44
	PETROCARD SYSTEMS		GENERAL SERVICES - OVERH	4,227.02
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	4,308.14
	PETROCARD SYSTEMS		POLICE PATROL	6,251.62
88869	PETTY CASH-COMM DEV	MTG SUPPLIES, OFFICE SUPPLIES	GENERAL FUND	-1.55
	PETTY CASH-COMM DEV		COMMUNITY DEVELOPMENT-	26.42
	PETTY CASH-COMM DEV		COMMUNITY DEVELOPMENT-	40.80
88870	PIGSKIN UNIFORMS	UNIFORM-JONES, FAWKS AND DAVIS	POLICE PATROL	1,663.11
88871	PSSP - PUGET SOUND	SECURITY SERVICES	PROBATION	753.38
	PSSP - PUGET SOUND		MUNICIPAL COURTS	2,260.12
88872	PUD	ACCT #2047-1751-6	STREET LIGHTING	1.98
	PUD	ACCT #2047-1749-0	STREET LIGHTING	2.12
	PUD	ACCT #2047-1751-6	STREET LIGHTING	3.10
	PUD	ACCT #2050-2647-6	STREET LIGHTING	3.17
	PUD	ACCT #2052-8364-1	STREET LIGHTING	4.69
	PUD	ACCT #2050-2647-6	STREET LIGHTING	4.98



**CITY OF MARYSVILLE  
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
88872	PUD	ACCT #2047-1750-8	STREET LIGHTING	18.15
	PUD	ACCT #2047-1749-0	STREET LIGHTING	19.13
	PUD	ACCT #2047-1750-8	STREET LIGHTING	24.06
	PUD	ACCT #2021-7786-1	PUMPING PLANT	30.50
	PUD	ACCT #2042-5946-9	TRAFFIC CONTROL DEVICES	33.08
	PUD	ACCT #2042-6034-3	TRAFFIC CONTROL DEVICES	33.08
	PUD	ACCT #2042-6262-0	TRAFFIC CONTROL DEVICES	33.08
	PUD	ACCT #2026-7070-9	STREET LIGHTING	78.86
	PUD	ACCT #2042-5421-3	PARK & RECREATION FAC	79.56
	PUD	ACCT #2025-7611-2	STREET LIGHTING	99.72
	PUD	ACCT #2027-4261-5	MAINTENANCE	103.25
	PUD	ACCT #2033-4458-5	STREET LIGHTING	129.37
	PUD	ACCT #2006-6043-9	STREET LIGHTING	137.87
	PUD	ACCT #2039-9634-3	STREET LIGHTING	159.36
	PUD	ACCT #2023-6819-7	PUMPING PLANT	194.47
	PUD	ACCT #2001-6459-8	SOURCE OF SUPPLY	404.07
	PUD	ACCT #2030-0599-6	TRANSPORTATION MANAGEM	600.75
	PUD	ACCT #2026-0420-3	STREET LIGHTING	1,413.56
	PUD	ACCT #2025-7611-2	STREET LIGHTING	1,895.75
	PUD	ACCT #2026-0420-3	STREET LIGHTING	2,120.34
	PUD	ACCT #2010-9896-9	PUMPING PLANT	2,378.07
	PUD	ACCT #2028-8209-8	STREET LIGHTING	8,423.03
	PUD		STREET LIGHTING	13,174.50
88873	RAILROAD MANAGEMENT	WATER PIPELINE CROSSING	UTIL ADMIN	146.16
88874	RUN 2 BE FIT	INSTRUCTOR SERVICES	RECREATION SERVICES	159.68
88875	SAFEWAY INC. SAFEWAY INC.	SUPPLY REIMBURSEMENT	CITY COUNCIL	85.22
			EXECUTIVE ADMIN	162.98
88876	SAUK SUIATTLE INDIAN	BAIL POSTED	GENERAL FUND	300.00
88877	SCHMELZER, PAIGE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
88878	SCOTT, SUZANNE	REFUND CLASS FEES	PARKS-RECREATION	30.00
88879	SINCE, CHARLES & JUL	UB 846916860000 6916 86TH AVE	WATER/SEWER OPERATION	299.71
88880	SMALLEY, JOHN S	WELLNESS INCENTIVE	PERSONNEL ADMINISTRATION	551.00
88881	SMOKEY POINT CONCRET SMOKEY POINT CONCRET SMOKEY POINT CONCRET	DRAIN ROCK	STORM DRAINAGE	305.59
			STORM DRAINAGE	429.71
			STORM DRAINAGE	602.49
88882	SNO CO TREASURER	CRIME VICTIM/WITNESS FUNDS	CRIME VICTIM	551.74
88883	SNO CO TREASURER	INMATE MEDICAL CARE	DETENTION & CORRECTION	130.58
88884	SOUND SAFETY	GLOVES	ER&R	346.00
88885	STILLAGUAMISH TRIBAL	BAIL POSTED	GENERAL FUND	500.00
88886	STRATEGIES 360 STRATEGIES 360 STRATEGIES 360	PROFESSIONAL SERVICES	WASTE WATER TREATMENT F	1,906.64
			GENERAL SERVICES - OVERH	2,281.64
			UTIL ADMIN	3,406.64
88887	SWICK-LAFAVE, JULIE	REIMBURSE JAIL SUPPLY PURCHASE	DETENTION & CORRECTION	139.45
88888	THORNE, DANIEL	REFUND CLASS FEES	PARKS-RECREATION	70.00
88889	TOURISM BUREAU	2012/2013 HOTEL/MOTEL GRANT	HOTEL/MOTEL TAX	3,612.00
88890	TULALIP CHAMBER	BUSINESS BEFORE HOURS (1)	CITY COUNCIL	23.00
88891	TYLER BUSINESS FORMS TYLER BUSINESS FORMS TYLER BUSINESS FORMS TYLER BUSINESS FORMS	AP & PR CHECK STOCK 1099 & W2 FORMS	GENERAL FUND	-37.07
			GENERAL FUND	-25.69
			FINANCE-GENL	324.40
			FINANCE-GENL	468.07
88892	UNITED PARCEL SERVIC UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	89.56
			POLICE PATROL	130.34
88893	VERIZON/FRONTIER VERIZON/FRONTIER	ACCT #572477380-00001	WASTE WATER TREATMENT F	18.05
			UTIL ADMIN	18.05
88894	VERIZON/FRONTIER VERIZON/FRONTIER VERIZON/FRONTIER	PHONE CHARGES	CITY CLERK	6.94
			CRIME PREVENTION	6.94
			ANIMAL CONTROL	6.94



**CITY OF MARYSVILLE  
 INVOICE LIST**

FOR INVOICES FROM 12/5/2013 TO 12/11/2013

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
88894	VERIZON/FRONTIER	PHONE CHARGES	COMMUNITY CENTER	6.94
	VERIZON/FRONTIER		LEGAL-GENL	6.94
	VERIZON/FRONTIER		SOLID WASTE CUSTOMER EX	6.94
	VERIZON/FRONTIER		PURCHASING/CENTRAL STOF	6.94
	VERIZON/FRONTIER		FACILITY MAINTENANCE	13.88
	VERIZON/FRONTIER		YOUTH SERVICES	20.81
	VERIZON/FRONTIER		PERSONNEL ADMINISTRATIOI	20.81
	VERIZON/FRONTIER		STORM DRAINAGE	27.75
	VERIZON/FRONTIER		GOLF ADMINISTRATION	27.75
	VERIZON/FRONTIER		EQUIPMENT RENTAL	27.75
	VERIZON/FRONTIER		COMPUTER SERVICES	34.65
	VERIZON/FRONTIER		LEGAL - PROSECUTION	34.69
	VERIZON/FRONTIER		RECREATION SERVICES	34.69
	VERIZON/FRONTIER		EXECUTIVE ADMIN	41.63
	VERIZON/FRONTIER		FINANCE-GENL	41.63
	VERIZON/FRONTIER		PARK & RECREATION FAC	41.63
	VERIZON/FRONTIER	ACCT #36065347410509955	WASTE WATER TREATMENT F	42.49
	VERIZON/FRONTIER	PHONE CHARGES	POLICE ADMINISTRATION	43.36
	VERIZON/FRONTIER		POLICE PATROL	43.36
	VERIZON/FRONTIER		ADMIN FACILITIES	43.36
	VERIZON/FRONTIER		COMMUNICATION CENTER	43.36
	VERIZON/FRONTIER		LIBRARY-GENL	43.36
	VERIZON/FRONTIER		GENERAL SERVICES - OVERH	43.36
	VERIZON/FRONTIER	ACCT #36065833580311025	POLICE PATROL	43.54
	VERIZON/FRONTIER	PHONE CHARGES	ENGR-GENL	55.50
	VERIZON/FRONTIER		POLICE INVESTIGATION	55.50
	VERIZON/FRONTIER		UTILITY BILLING	55.50
	VERIZON/FRONTIER	ACCT #36065852920604075	PERSONNEL ADMINISTRATIOI	56.00
	VERIZON/FRONTIER	PHONE CHARGES	POLICE ADMINISTRATION	62.44
	VERIZON/FRONTIER		GENERAL SERVICES - OVERH	62.44
	VERIZON/FRONTIER		OFFICE OPERATIONS	69.38
	VERIZON/FRONTIER		MUNICIPAL COURTS	76.32
	VERIZON/FRONTIER		WASTE WATER TRÉATMENT F	76.32
	VERIZON/FRONTIER		COMMUNITY DEVELOPMENT-	86.71
	VERIZON/FRONTIER		DETENTION & CORRECTION	86.71
	VERIZON/FRONTIER		OFFICE OPERATIONS	86.71
	VERIZON/FRONTIER		COMMUNITY CENTER	86.71
	VERIZON/FRONTIER		GOLF ADMINISTRATION	86.71
	VERIZON/FRONTIER		GOLF ADMINISTRATION	86.71
	VERIZON/FRONTIER		DETENTION & CORRECTION	104.07
	VERIZON/FRONTIER		UTILITY BILLING	130.07
	VERIZON/FRONTIER	ACCT #36065852920604075	MUNICIPAL COURTS	136.58
	VERIZON/FRONTIER	PHONE CHARGES	UTIL ADMIN	138.76
	VERIZON/FRONTIER		COMMUNITY DEVELOPMENT-	152.63
	VERIZON/FRONTIER		WASTE WATER TREATMENT F	173.42
	VERIZON/FRONTIER		PARK & RECREATION FAC	216.75
	VERIZON/FRONTIER		POLICE PATROL	284.45
	VERIZON/FRONTIER		UTIL ADMIN	298.42
	VERIZON/FRONTIER	ACCT #25301134240809105	CENTRAL SERVICES	721.04
88895	WA STATE TREASURER	PUBLIC SAFETY & BLDG REVENUE	GENERAL FUND	121.50
	WA STATE TREASURER		GENERAL FUND	35,917.22
88896	WASTE MANAGEMENT	YARDWASTE AND RECYCLE SERVICE	RECYCLING OPERATION	91,993.47
88897	WEED GRAAFSTRA	LEGAL FEES	ENGR-GENL	393.75
	WEED GRAAFSTRA		GMA - STREET	1,020.50
	WEED GRAAFSTRA		ROADWAY MAINTENANCE	1,161.54
	WEED GRAAFSTRA		LEGAL-GENL	1,330.50
	WEED GRAAFSTRA		UTIL ADMIN	1,333.00



DATE: 12/11/2013  
TIME: 9:06:19AM

**CITY OF MARYSVILLE  
INVOICE LIST**

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**FOR INVOICES FROM 12/5/2013 TO 12/11/2013**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
88897	WEED GRAAFSTRA	LEGAL FEES	ROADS/STREETS CONSTRUC	1,437.00
	WEED GRAAFSTRA		STORM DRAINAGE	1,931.50
	WEED GRAAFSTRA		UTIL ADMIN	2,197.25
	WEED GRAAFSTRA		GMA - STREET	2,754.23
	WEED GRAAFSTRA		LEGAL-GENL	12,411.75
	WEED GRAAFSTRA		UTIL ADMIN	12,411.75
88898	WESTERN SYSTEMS	BASE PLATE ASSEMBLY KIT	TRANSPORTATION MANAGEM	277.68
88899	WILLIAMS-GANOA,TAMMI	REFUND CLASS FEES	PARKS-RECREATION	5.00
	WILLIAMS-GANOA,TAMMI		PARKS-RECREATION	25.00
88900	WORKPOINTE	TECH REPAIR SERVICES	OFFICE OPERATIONS	314.50
88901	WRIGHT, DONNA	SEATTLE NLC CONFERENCE REIMBUR	CITY COUNCIL	1,160.63
<b>WARRANT TOTAL:</b>				<b><u>459,586.68</u></b>

**REASON FOR VOIDS:**

INITIATOR ERROR  
WRONG VENDOR  
CHECK LOST/DAMAGED IN MAIL  
UNCLAIMED PROPERTY



# *Index #5*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: January 13, 2014**

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 18, 2013** claims in the amount of **\$5,134,304.61** paid by **Check No.'s 88902 through 89078 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 \$5,134,304.61 PAID BY CHECK NO.'S 88902 THROUGH 89078 WITH NO CHECK NO. 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 13<sup>th</sup> DAY OF JANUARY 2014.

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

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 12/12/2013 TO 12/18/2013**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
88902	ADVANTAGE BUILDING S	JANITORIAL SERVICE	WATER FILTRATION PLANT	43.33
	ADVANTAGE BUILDING S		MAINT OF GENL PLANT	212.57
	ADVANTAGE BUILDING S		COMMUNITY CENTER	383.17
	ADVANTAGE BUILDING S		WASTE WATER TREATMENT F	463.65
	ADVANTAGE BUILDING S		ADMIN FACILITIES	619.00
	ADVANTAGE BUILDING S		PUBLIC SAFETY BLDG.	695.75
	ADVANTAGE BUILDING S		PARK & RECREATION FAC	829.31
	ADVANTAGE BUILDING S		COURT FACILITIES	1,091.50
	ADVANTAGE BUILDING S		UTIL ADMIN	1,185.92
88903	AFTS	REMITTANCE PROCESSING	UTILITY BILLING	734.32
	AFTS	WEB PAYMENT SERVICES	UTILITY BILLING	978.75
	AFTS	BILL PRINTING SERVICES	UTILITY BILLING	7,927.83
88904	ALBERTSONS	PARKS AND WELLNESS REIMBURSEME	PERSONNEL ADMINISTRATIOI	27.70
	ALBERTSONS		COMMUNITY EVENTS	30.17
	ALBERTSONS		COMMUNITY CENTER	113.09
88905	ALLWEST UNDERGROUND	LASER, TRIPOD AND GRADE ROD	STORM DRAINAGE	990.84
88906	AMERICAN CLEANERS	DRY CLEANING	OFFICE OPERATIONS	19.55
	AMERICAN CLEANERS		POLICE ADMINISTRATION	25.46
	AMERICAN CLEANERS		DETENTION & CORRECTION	49.92
	AMERICAN CLEANERS		POLICE PATROL	56.45
88907	AMERICAN WATER WORKS	CLASS-BUELL, J	UTIL ADMIN	65.00
	AMERICAN WATER WORKS	CLASS-GEIST	UTIL ADMIN	65.00
88908	ANDERSON, LEE J	UB 251123048001 5309 113TH PL	WATER/SEWER OPERATION	408.98
88909	ANDES LAND SURVEY	DRAINFIELD EASEMENT	PARK & RECREATION FAC	800.00
88910	ARAMARK UNIFORM	UNIFORM SERVICE	MAINTENANCE	10.86
	ARAMARK UNIFORM		MAINTENANCE	10.97
	ARAMARK UNIFORM		EQUIPMENT RENTAL	20.11
	ARAMARK UNIFORM		EQUIPMENT RENTAL	55.01
88911	ARLINGTON POWER	WEED EATER REPAIRS	STORM DRAINAGE	129.30
	ARLINGTON POWER	TRIMMER SUPPLIES	ROADSIDE VEGETATION	189.57
88912	ARLINGTON, CITY OF	ARLINGTON CHRISTIAN SCHOOL WAT	SOURCE OF SUPPLY	130.54
88913	BALLEW, JAMES B	REIMBURSE POSTAGE AND BUILDING	RECREATION SERVICES	6.11
	BALLEW, JAMES B		BAXTER CENTER APPRE	65.15
88914	BANK OF AMERICA	TRAINING REIMBURSEMENT	POLICE TRAINING-FIREARMS	63.00
88915	BANK OF AMERICA	TRAVEL REIMBURSEMENT	EXECUTIVE ADMIN	96.73
88916	BANK OF AMERICA		POLICE TRAINING-FIREARMS	187.10
88917	BANK OF AMERICA	SUPPLY REIMBURSEMENT	POLICE TRAINING-FIREARMS	50.00
	BANK OF AMERICA		GOLF ADMINISTRATION	113.97
	BANK OF AMERICA		COMPUTER SERVICES	315.00
	BANK OF AMERICA		COMPUTER SERVICES	316.09
88918	BANK OF AMERICA		GOLF COURSE	-92.28
	BANK OF AMERICA		COMMUNITY EVENTS	21.71
	BANK OF AMERICA		PRO-SHOP	1,262.71
88919	BARRETT, SUZANNE	INSTRUCTOR SERVICES	RECREATION SERVICES	16.80
	BARRETT, SUZANNE		RECREATION SERVICES	168.00
88920	BARTL, CRAIG	TRAVEL REIMBURSEMENT	POLICE TRAINING-FIREARMS	340.22
88921	BELMARK PROPERTY MAN	UB 980098000297 8122 35TH ST N	WATER/SEWER OPERATION	35.36
88922	BICKFORD FORD	CORE REFUND	EQUIPMENT RENTAL	-108.60
	BICKFORD FORD		EQUIPMENT RENTAL	-108.60
	BICKFORD FORD	WINDOW SWITCH	EQUIPMENT RENTAL	67.74
	BICKFORD FORD	WIPER MOTOR	EQUIPMENT RENTAL	175.28
	BICKFORD FORD	AXLE SEAL AND BRAKE PADS	EQUIPMENT RENTAL	178.89
	BICKFORD FORD	FAN MOTOR, SPARK PLUGS AND IGN	EQUIPMENT RENTAL	513.29
	BICKFORD FORD	BRAKE CONTROL MODULE W/CORE CH	EQUIPMENT RENTAL	603.62
	BICKFORD FORD		EQUIPMENT RENTAL	603.62
88923	BIG SKY SPECIALIZED	TRANSPORT DUMP TRUCK	EQUIPMENT RENTAL	3,300.00
88924	BLUMENTHAL UNIFORMS	UNIFORM-BELLEME	POLICE PATROL	201.56

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 12/12/2013 TO 12/18/2013**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
88924	BLUMENTHAL UNIFORMS	UNIFORM-RICHEY	POLICE PATROL	289.91
	BLUMENTHAL UNIFORMS	UNIFORM-BELLEME	POLICE PATROL	917.40
	BLUMENTHAL UNIFORMS	UNIFORM-DAVIS	POLICE PATROL	917.40
88925	BOB BARKER COMPANY	JAIL SUPPLIES	POLICE PATROL	18.47
88926	BRANDT, NISSA	BENEFITS FAIR	PERSONNEL ADMINISTRATIOI	180.00
88927	BUTTS, MICHAEL & PAM	UB 450520000000 4801 138TH ST	WATER/SEWER OPERATION	299.23
88928	CAPTAIN DIZZYS EXXON	CAR WASHES	PARK & RECREATION FAC	4.50
	CAPTAIN DIZZYS EXXON		CRIME PREVENTION	9.00
	CAPTAIN DIZZYS EXXON		ANIMAL CONTROL	9.00
	CAPTAIN DIZZYS EXXON		POLICE PATROL	81.00
88929	CARDWELL, IRATXE	INTERPRETER SERVICES	COURTS	100.00
88930	CARRS ACE	PLUGS	WATER RESERVOIRS	8.67
	CARRS ACE	GALVANIZED HARDWARE	WATER DIST MAINS	10.17
	CARRS ACE	BOLTS AND SPRAY PAINT	WATER CAPITAL PROJECTS	62.88
	CARRS ACE	PADLOCKS (12)	ER&R	156.25
88931	CASCADE SEPTIC, LLC	PORTABLE SERVICE	WATER RESERVOIRS	217.20
88932	CCTV CAMERA PROS	SECURITY CAMERAS	GENERAL FUND	-226.01
	CCTV CAMERA PROS		POLICE PATROL	2,853.96
88933	CEMEX	ASPHALT	WATER DIST MAINS	344.67
88934	CENTRAL WELDING SUPP	FLEECE HATS	ER&R	177.49
88935	CHAMPION BOLT	BOLTS	EQUIPMENT RENTAL	234.82
88936	CHUL JOON KIM	INTERPRETER SERVICES	COURTS	125.00
88937	CLEAR IMAGE PHOTOGRA	INSTRUCTOR SERVICES	RECREATION SERVICES	243.00
88938	COOP SUPPLY	REGULATOR	ROADWAY MAINTENANCE	32.57
	COOP SUPPLY	BOOTS AND CEILING HOOKS	PARK & RECREATION FAC	39.39
	COOP SUPPLY	PROPANE TANK	ROADWAY MAINTENANCE	47.19
	COOP SUPPLY	STRAW BALES	PARK & RECREATION FAC	119.35
	COOP SUPPLY		ROADS/STREETS CONSTRUC	179.03
	COOP SUPPLY	TWINE AND SHEETING	STORM DRAINAGE	332.28
	COOP SUPPLY	STRAW BALES AND SHEETING	STORM DRAINAGE	405.02
	COOP SUPPLY	ICE MELT	PRO-SHOP	850.82
88939	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	1,286.73
	CORRECTIONS, DEPT OF		DETENTION & CORRECTION	4,972.47
88940	COWL, CARL	UB 849000900000 6112 81ST PL N	WATER/SEWER OPERATION	508.18
88941	CUROTTO-CAN, THE	JOYSTICK ASSEMBLY	ER&R	-47.26
	CUROTTO-CAN, THE		ER&R	596.85
88942	DB SECURE SHRED	MONTHLY SHREDDING SERVICE	PROBATION	16.79
	DB SECURE SHRED		PERSONNEL ADMINISTRATIOI	19.52
	DB SECURE SHRED		POLICE ADMINISTRATION	46.79
	DB SECURE SHRED		POLICE PATROL	46.79
	DB SECURE SHRED		DETENTION & CORRECTION	46.79
	DB SECURE SHRED		OFFICE OPERATIONS	46.79
	DB SECURE SHRED		MUNICIPAL COURTS	50.38
88943	DEAVER ELECTRIC	ELECTRICAL WORK	MAINT OF GENL PLANT	6,726.47
88944	DELL	UTILITY FIELD LAPTOP	WATER DIST MAINS	2,182.08
88945	DEPT OF ENT SRVCS	LICENSE RENEWALS	DRUG ENFORCEMENT	693.21
	DEPT OF ENT SRVCS		POLICE PATROL	846.97
	DEPT OF ENT SRVCS		COMMUNITY DEVELOPMENT-	1,763.68
88946	DIAMOND B CONSTRUCT	REPLACE FAN MOTOR/REPAIR HEATE	WATER FILTRATION PLANT	742.32
	DIAMOND B CONSTRUCT	REPLACE BEARING/EXHAUST FAN	WASTE WATER TREATMENT F	801.59
	DIAMOND B CONSTRUCT	REPAIR FAN MOTOR, PERFORM SMOK	LIBRARY-GENL	1,112.21
88947	DICKS TOWING	TOWING EXPENSE-CAPRICE	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE-MP13-8525	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE-TOYOTA PU	POLICE PATROL	43.44
88948	DIJULIO DISPLAYS INC	LIGHTS	PRO-SHOP	57.02
88949	DONALDSON, BRENDA	REIMBURSE RECORDING FEES	PARK & RECREATION FAC	150.00
	DONALDSON, BRENDA	REIMBURSE CHAIR/MAT PURCHASE	ENGR-GENL	285.60

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 12/12/2013 TO 12/18/2013**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
88950	DREYER, DOUGLAS	STORAGE SHED CONSTRUCTION	POLICE PATROL	600.00
88951	DREYER, STACEY	REIMBURSE SHED SUPPLY PURCHASE	POLICE TRAINING-FIREARMS	200.36
88952	DUGGINS, MARY	UB 849011600501 6302 78TH PL N	WATER/SEWER OPERATION	19.90
	DUGGINS, MARY		WATER/SEWER OPERATION	20.90
	DUGGINS, MARY		WATER/SEWER OPERATION	31.90
	DUGGINS, MARY		WATER/SEWER OPERATION	33.50
	DUGGINS, MARY		WATER/SEWER OPERATION	164.67
88953	DUNLAP INDUSTRIAL	BOOTS-ERICKSON, M	EQUIPMENT RENTAL	174.89
88954	DYNASTY INC	UB 560760000000 3304 180TH ST	WATER/SEWER OPERATION	10.08
88955	E&E LUMBER	LYSOL SPRAY	PARK & RECREATION FAC	12.49
	E&E LUMBER	SEALS	TRANSPORTATION MANAGEM	16.03
	E&E LUMBER	LUMBER	PARK & RECREATION FAC	19.18
88956	EAST JORDAN IRON WOR	LIDS AND VALVES	WATER/SEWER OPERATION	366.46
	EAST JORDAN IRON WOR	LOCKING DRAIN COVERS	STORM DRAINAGE MAINTEN/	2,093.81
88957	EASTMAN, ROBERT	REFUND CLASS FEES	PARKS-RECREATION	75.00
88958	ECCOS DESIGN LLC	SPRAY PARK DRAWINGS	GMA-PARKS	3,272.50
88959	EDWARD & ASSOCIAT	INTERPRETER SERVICES	COURTS	106.55
88960	EVANGELISTA, MELLANY	REFUND CLASS FEES	PARKS-RECREATION	75.00
88961	EVERGREEN SAFETY COU	LOCK OUT/TAG OUT CLASS	EXECUTIVE ADMIN	420.82
	EVERGREEN SAFETY COU		EXECUTIVE ADMIN	421.39
88962	FASTENAL COMPANY	FASTENERS	PARK & RECREATION FAC	102.95
88963	FEENEY WIRELESS	SOPERWOOD PUD PROJECT SOFTWARE	WATER CAPITAL PROJECTS	914.29
88964	FIDALGO PAVING & CON	RELEASE RETAINAGE	CITY STREETS	13,255.09
88965	FIRE PROTECTION,INC	FIRE ALARM INSPECTION/MONITORI	PUBLIC SAFETY BLDG.	529.50
88966	FLOYD, CHRIS	INSTRUCTOR SERVICES	RECREATION SERVICES	571.07
	FLOYD, CHRIS		RECREATION SERVICES	610.98
88967	FOG-TITE	J BOXES WITH LIDS	TRANSPORTATION MANAGEM	801.47
88968	FOOTJOY	SHIRTS	GOLF COURSE	76.00
	FOOTJOY	SHOES	GOLF COURSE	77.27
	FOOTJOY		GOLF COURSE	109.00
88969	FRED MEYER	LIGHTS	SOLID WASTE OPERATIONS	105.70
	FRED MEYER		GENERAL SERVICES - OVERH	105.70
	FRED MEYER		STORM DRAINAGE	105.71
88970	GENE'S PLUMBING	FACILITY REPAIR-JAIL	PUBLIC SAFETY BLDG.	136.84
	GENE'S PLUMBING	FACILITY REPAIR-LIBRARY	LIBRARY-GENL	187.80
88971	GRANITE CONST	ASPHALT	SNOW & ICE CONTROL	5,917.85
	GRANITE CONST	PAY ESTIMATE #3	GMA - STREET	117,172.44
88972	GRAY AND OSBORNE	PROFESSIONAL SERVICES	SURFACE WATER CAPITAL PF	264.55
88973	GRAYBAR ELECTRIC CO	STATE STREET GFI	PARK & RECREATION FAC	90.04
88974	GREEN RIVER CC	BAT CERT RENEWAL-DAGGET	UTIL ADMIN	42.00
	GREEN RIVER CC	BAT CERT RENEWAL-DAVIS	UTIL ADMIN	42.00
	GREEN RIVER CC	BAT CERT RENEWAL-GEIST	UTIL ADMIN	42.00
	GREEN RIVER CC	BAT CERT RENEWAL-GILBERT	UTIL ADMIN	42.00
	GREEN RIVER CC	BAT CERT RENEWAL-ZAHNOW	UTIL ADMIN	42.00
88975	GREENHAUS PORTABLE	PORTABLE RENTAL	PARK & RECREATION FAC	428.53
88976	GREENSHIELDS	ADAPTERS AND FITTINGS	EQUIPMENT RENTAL	27.52
	GREENSHIELDS	SOCKET	EQUIPMENT RENTAL	30.52
	GREENSHIELDS	WIRE HOOKS	SNOW & ICE CONTROL	96.05
	GREENSHIELDS	PIPE, CHAIN, HOOKS AND LATCH K	SEWER MAIN COLLECTION	148.41
	GREENSHIELDS		SNOW & ICE CONTROL	148.42
	GREENSHIELDS	FITTINGS AND ADAPTERS	EQUIPMENT RENTAL	193.23
	GREENSHIELDS	HOSE MANUFACTURING	EQUIPMENT RENTAL	244.90
	GREENSHIELDS	MISC HYDRAULIC HOSE FITTINGS	ER&R	834.96
88977	GREG RAIDONS DODGE	SEAT BELT ASSEMBLY	EQUIPMENT RENTAL	188.83
88978	GRIFFEN, CHRIS	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	285.00
88979	HARD DRIVES NORTHWES	HARD DRIVES	POLICE INVESTIGATION	426.10
88980	HD FOWLER COMPANY	OPERATING NUT	WATER SERVICE INSTALL	17.38



DATE: 12/18/2013  
 TIME: 8:38:03AM

**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 12/12/2013 TO 12/18/2013**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
88999	LICENSING, DEPT OF	HUSON, HARVEY (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	KENDALL, BRIAN (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	ANABEL, GREGORY (LT RENEWAL)	GENERAL FUND	21.00
89000	LICENSING, DEPT OF	DUMP TRUCK LICENSING FEES	EQUIPMENT RENTAL	6,547.25
89001	LTI, INC.	ROAD SALT	SNOW & ICE CONTROL	4,104.19
89002	LYONS, STANLEY & MAR	UB 031260000000 6130 87TH ST N	WATER/SEWER OPERATION	68.72
	LYONS, STANLEY & MAR		WATER/SEWER OPERATION	196.90
89003	MARYSVILLE AWARDS	AWARDS AND ENGRAVING	COMMUNITY EVENTS	126.90
89004	MARYSVILLE PRINTING	CERTIFICATE PRINTING	POLICE ADMINISTRATION	82.80
	MARYSVILLE PRINTING	POST CARDS (2000)	UTILITY BILLING	157.47
	MARYSVILLE PRINTING	DOOR HANGERS (1000)	SOLID WASTE OPERATIONS	232.40
	MARYSVILLE PRINTING	CUSTODY FORMS	DETENTION & CORRECTION	732.94
89005	MARYSVILLE ROTARY	ROTARY DUES-2ND HALF 2013	POLICE ADMINISTRATION	375.00
89006	MARYSVILLE SCHOOL	MITIGATION FEES-NOV 2013	SCHOOL MIT FEES	1,879.00
89007	MARYSVILLE, CITY OF	UTILITY SERVICE-17906 43RD AVE	WATER FILTRATION PLANT	55.12
	MARYSVILLE, CITY OF	UTILITY SERVICE-15524 SM PT BL	NON-DEPARTMENTAL	249.65
	MARYSVILLE, CITY OF	UTILITY SERVICE-6302 152ND ST	PARK & RECREATION FAC	350.24
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	825.03
	MARYSVILLE, CITY OF	UTILITY SERVICE-1635 GROVE STR	PUBLIC SAFETY BLDG.	2,410.37
89008	MAXX	SUNGLASSES	GOLF COURSE	115.21
89009	METCALF, SHELLEY	INSTRUCTOR SERVICES	RECREATION SERVICES	729.21
	METCALF, SHELLEY		RECREATION SERVICES	815.63
89010	MIRANDA, TONYA		RECREATION SERVICES	36.00
	MIRANDA, TONYA		RECREATION SERVICES	144.00
	MIRANDA, TONYA		RECREATION SERVICES	540.00
89011	MORGAN SOUND	WINDSCREENS	ADMIN FACILITIES	60.76
	MORGAN SOUND	SOUND SYSTEM UPDATE	ADMIN FACILITIES	8,785.99
89012	NASH, TIFFANY M	INSTRUCTOR SERVICES	RECREATION SERVICES	90.00
89013	NATIONAL BARRICADE	INVOICE #515813 & #514477 CRED	ROADWAY MAINTENANCE	-158.83
	NATIONAL BARRICADE	POSTS (8)	TRAFFIC CONTROL DEVICES	112.51
	NATIONAL BARRICADE		TRAFFIC CONTROL DEVICES	112.51
89014	NELSON PETROLEUM	BULK MOTOR OIL	ER&R	2,750.38
89015	NEXSITE ONLINE	ONLINE VERSION FALL/WINTER ACT	EXECUTIVE ADMIN	954.59
89016	NGUYEN, DUONG D.	INTERPRETER SERVICES	COURTS	150.00
89017	NORSTAR INDUSTRIES	PLOW BLADE (3)	EQUIPMENT RENTAL	1,851.47
89018	NORTH COAST ELECTRIC	CRIMPING TOOL	EQUIPMENT RENTAL	76.35
	NORTH COAST ELECTRIC	CRIMPS AND SEALS	STREET LIGHTING	252.44
	NORTH COAST ELECTRIC		STREET LIGHTING	327.35
89019	NORTH COUNTY OUTLOOK	BAZAAR AD	COMMUNITY CENTER	49.00
89020	NORTHEND TRUCK EQUIP	SNOW PLOW EDGE	EQUIPMENT RENTAL	384.44
89021	NORTHWESTERN AUTO	ACCIDENT REPAIR-P125	POLICE PATROL	644.81
	NORTHWESTERN AUTO		EQUIPMENT RENTAL	644.82
89022	OFFICE DEPOT	OFFICE SUPPLIES	ENGR-GENL	5.79
	OFFICE DEPOT		PROBATION	14.92
	OFFICE DEPOT		PROBATION	15.10
	OFFICE DEPOT		PROBATION	15.68
	OFFICE DEPOT		CITY CLERK	16.71
	OFFICE DEPOT		CITY CLERK	29.27
	OFFICE DEPOT		UTIL ADMIN	37.51
	OFFICE DEPOT		ENGR-GENL	37.51
	OFFICE DEPOT		PROBATION	43.51
	OFFICE DEPOT		MUNICIPAL COURTS	44.77
	OFFICE DEPOT		MUNICIPAL COURTS	45.31
	OFFICE DEPOT		POLICE INVESTIGATION	46.80
	OFFICE DEPOT		MUNICIPAL COURTS	47.04
	OFFICE DEPOT		POLICE INVESTIGATION	91.59
	OFFICE DEPOT		CITY CLERK	126.80

DATE: 12/18/2013  
 TIME: 8:38:03AM

**CITY OF MARYSVILLE**  
**INVOICE LIST**  
 FOR INVOICES FROM 12/12/2013 TO 12/18/2013

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
89022	OFFICE DEPOT	OFFICE SUPPLIES	COMMUNITY DEVELOPMENT-	126.82
	OFFICE DEPOT		UTIL ADMIN	129.57
	OFFICE DEPOT		MUNICIPAL COURTS	130.54
	OFFICE DEPOT		OFFICE OPERATIONS	318.80
	OFFICE DEPOT		EXECUTIVE ADMIN	391.40
	OFFICE DEPOT		UTILITY BILLING	402.63
89023	OKANOGAN COUNTY JAIL	INMATE HOUSING-NOV 2013	DETENTION & CORRECTION	4,119.50
89024	OLIVER, MARLENE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
89025	OTAK	PROFESSIONAL SERVICES	SURFACE WATER CAPITAL PF	13,230.00
89026	PACIFIC POWER PROD.	TECH MANUAL/PARTS CATALOG	PARK & RECREATION FAC	314.09
89027	PACLAB	LAB SCREENING	POLICE PATROL	31.20
89028	PARR LUMBER CO.	TRIM	MAINT OF GENL PLANT	38.00
89029	PARTS STORE, THE	RADIATOR CAP	EQUIPMENT RENTAL	5.47
	PARTS STORE, THE	BULBS	ER&R	31.93
	PARTS STORE, THE	SERPENTINE BELT AND AC BELT	EQUIPMENT RENTAL	65.36
	PARTS STORE, THE	OIL, AIR FILTERS AND PENETRATE	ER&R	121.83
	PARTS STORE, THE	RADIATOR	EQUIPMENT RENTAL	142.07
89030	PEACE OF MIND	MINUTE TAKING SERVICE	CITY CLERK	136.40
	PEACE OF MIND		CITY CLERK	213.90
89031	PETROCARD SYSTEMS	FUEL CONSUMED	STORM DRAINAGE	50.78
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	115.60
	PETROCARD SYSTEMS		ENGR-GENL	125.75
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	344.80
	PETROCARD SYSTEMS		PARK & RECREATION FAC	477.83
	PETROCARD SYSTEMS		GENERAL SERVICES - OVERT	2,616.41
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	3,304.55
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	4,062.45
	PETROCARD SYSTEMS		POLICE PATROL	7,084.19
89032	PETTY CASH- FINANCE	EMPLOYEE APPRECIATION	CITY CLERK	40.00
	PETTY CASH- FINANCE		PERSONNEL ADMINISTRATIO	183.48
89033	PETTY CASH- PARKS	PARKS AND REC/HOLIDAY SUPPLIES	RECREATION SERVICES	19.87
	PETTY CASH- PARKS		RECREATION SERVICES	23.25
	PETTY CASH- PARKS		COMMUNITY EVENTS	45.14
89034	PETTY CASH- POLICE	TRAINING SUPPLIES	POLICE ADMINISTRATION	41.09
89035	PLATT	EMERGENCY LIGHTS	COMMUNITY CENTER	20.53
	PLATT	CRIMPING TOOLS	EQUIPMENT RENTAL	65.64
	PLATT	STATE STREET LIGHTING	PARK & RECREATION FAC	218.95
89036	POLLARDWATER.COM	D-CHLOR TABLETS	WATER DIST MAINS	396.69
89037	POSTAL SERVICE	POSTAGE-POSTCARD ANNEXATION/PU	UTILITY BILLING	660.00
89038	PUD	ACCT #2013-4666-5	SEWER LIFT STATION	33.08
	PUD	ACCT #2051-9537-3	PARK & RECREATION FAC	33.08
	PUD	ACCT #2020-1181-3	PUMPING PLANT	34.94
	PUD	ACCT #2005-0161-7	TRANSPORTATION MANAGEM	50.90
	PUD	ACCT #2027-9465-7	TRANSPORTATION MANAGEM	80.07
	PUD	ACCT #2022-9424-5	SEWER LIFT STATION	94.70
	PUD	ACCT #2035-0002-0	STREET LIGHTING	98.68
	PUD	ACCT #2048-2969-1	STREET LIGHTING	109.69
	PUD	ACCT #2023-0330-1	SEWER LIFT STATION	126.85
	PUD	ACCT #2022-8858-5	TRANSPORTATION MANAGEM	133.35
	PUD	ACCT #2000-6146-3	PARK & RECREATION FAC	141.66
	PUD	ACCT #2025-2469-0	PUMPING PLANT	158.00
	PUD	ACCT #2019-0963-7	SEWER LIFT STATION	245.95
	PUD	ACCT #2032-9121-6	GENERAL SERVICES - OVERT	278.46
	PUD	ACCT #2052-3927-0	TRAFFIC CONTROL DEVICES	307.90
	PUD	ACCT #2052-3773-8	TRAFFIC CONTROL DEVICES	347.00
	PUD	ACCT #2000-2187-1	COURT FACILITIES	2,261.27
	PUD	ACCT #2016-1747-9	ADMIN FACILITIES	2,817.52

**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 12/12/2013 TO 12/18/2013**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
89039	PUD	COM/PUD WATER SYSTEM TRANSACTI	CAPITAL OUTLAY	4,635,000.00
89040	PUGET SOUND ENERGY	ACCT #200024981520	COMMUNITY CENTER	92.67
	PUGET SOUND ENERGY	ACCT #200007781657	PRO-SHOP	105.04
	PUGET SOUND ENERGY	ACCT #200007052364	MAINT OF GENL PLANT	122.55
	PUGET SOUND ENERGY	ACCT #200023493808	ADMIN FACILITIES	461.38
	PUGET SOUND ENERGY	ACCT #200004804056	COURT FACILITIES	520.42
	PUGET SOUND ENERGY	ACCT #200013812314	MAINT OF GENL PLANT	866.73
	PUGET SOUND ENERGY	ACCT #200010703029	PUBLIC SAFETY BLDG.	1,176.01
89041	PUGET SOUND SECURITY	KEYS MADE	POLICE PATROL	7.05
	PUGET SOUND SECURITY	KEYS MADE AND RINGS	STREET LIGHTING	9.18
89042	RICKER, KIM	REIMBURSE WELLNESS COMMITTEE E	PERSONNEL ADMINISTRATIO	150.00
89043	RICOH USA, INC.	COPIER RENTAL	WASTE WATER TREATMENT F	39.44
89044	SECRETARY OF STATE	ARCHIVE BOXES (100)	CITY CLERK	268.25
89045	SELECTIVE TREE	TREE REMOVAL	ROADSIDE VEGETATION	271.50
89046	SENTINEL FIELD SVCS	UB 021360000007 5628 85TH PL N	WATER/SEWER OPERATION	235.85
89047	SIX ROBBLEES INC	AIR VALVE ASSEMBLY	EQUIPMENT RENTAL	331.72
89048	SMITH, CHAD E	UB 842000024001 6811 77TH AVE	WATER/SEWER OPERATION	101.40
89049	SMOKEY POINT CONCRET	PIT RUN CREDIT	STORM DRAINAGE	-819.38
	SMOKEY POINT CONCRET	THRUST BLOCK	WATER CAPITAL PROJECTS	245.56
	SMOKEY POINT CONCRET	HAUL OFF CONCRETE	ROADS/STREETS CONSTRUC	261.96
	SMOKEY POINT CONCRET		ROADS/STREETS CONSTRUC	274.28
	SMOKEY POINT CONCRET	PIT RUN	STORM DRAINAGE	758.70
89050	SNAP-ON INCORPORATED	HAMMERS AND AIR BLOW GUN	EQUIPMENT RENTAL	488.52
89051	SNO CO TREASURER	INMATE MEDICAL-NOV 2013	DETENTION & CORRECTION	706.53
89052	SNO CO TREASURER	INMATE HOUSING-NOV 2013	DETENTION & CORRECTION	22,610.39
89053	SNOPAC	DISPATCH SERVICES	COMMUNICATION CENTER	73,948.37
89054	SONITROL	SECURITY MONITORING	PUBLIC SAFETY BLDG.	97.00
	SONITROL		PARK & RECREATION FAC	128.00
	SONITROL		COMMUNITY CENTER	138.00
	SONITROL		WATER FILTRATION PLANT	238.25
	SONITROL		WASTE WATER TREATMENT F	238.41
	SONITROL		ADMIN FACILITIES	323.00
	SONITROL		UTIL ADMIN	406.00
89055	SOUND SAFETY	ICE CLEATS	SOLID WASTE OPERATIONS	16.28
	SOUND SAFETY	PVC	WATER SUPPLY MAINS	37.05
	SOUND SAFETY	GLOVES	ER&R	321.46
89056	STATE PATROL	BACKGROUND CHECKS-NOV 2013	PERSONNEL ADMINISTRATIO	140.00
89057	SYSTEMS INTERFACE	PROFESSIONAL SERVICES	WATER CAPITAL PROJECTS	23,781.13
89058	TACOMA SCREW PRODUCT	HARDWARE	EQUIPMENT RENTAL	211.23
89059	TIMEMARK INCORPORATE	TRAFFIC COUNTER REPAIR	ENGR-GENL	102.23
89060	TORO NSN	TORO NSN PLAN	MAINTENANCE	134.00
89061	ULINE	NEWSPAPER BAGS	SOLID WASTE OPERATIONS	137.55
89062	UNDERWOOD, DANA	UB 986613000000 6613 49TH PL N	GARBAGE	214.64
89063	UNITED SITE SERVICES	SANI CAN RENTAL	MAINT OF GENL PLANT	88.61
89064	UTILITIES UNDERGROUN	EXCAVATION NOTICE	UTILITY LOCATING	568.26
89065	VERIZON/FRONTIER	ACCT #36065150331108105	EXECUTIVE ADMIN	23.23
	VERIZON/FRONTIER	ACCT #36065774950927115	STREET LIGHTING	38.60
	VERIZON/FRONTIER	ACCT #36065836350725085	UTIL ADMIN	42.49
	VERIZON/FRONTIER		COMMUNITY DEVELOPMENT-	42.49
	VERIZON/FRONTIER	ACCT #36065894930725005	POLICE INVESTIGATION	43.54
	VERIZON/FRONTIER	ACCT #36065891800622955	LIBRARY-GENL	84.98
	VERIZON/FRONTIER	ACCT #36065894930725005	RECREATION SERVICES	86.60
89066	WABO	EMPLOYMENT POSTING	COMMUNITY DEVELOPMENT-	100.00
89067	WAITE, MARK & TERESA	UB 131141100000 11411 44TH DR	WATER/SEWER OPERATION	28.03
89068	WAXIE SANITARY SUPPL	JANITORIAL SUPPLIES	PARK & RECREATION FAC	146.00
89069	WEBCHECK	WEBCHECK SERVICES-NOV 2013	UTILITY BILLING	840.00
89070	WEED GRAAFSTRA	RECORDING FEES	CAPITAL OUTLAY	153.00

DATE: 12/18/2013  
TIME: 8:38:03AM

**CITY OF MARYSVILLE**  
**INVOICE LIST**  
**FOR INVOICES FROM 12/12/2013 TO 12/18/2013**

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
89070	WEED GRAAFSTRA	CLOSING COSTS	CAPITAL OUTLAY	2,000.00
89071	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	LEGAL - PROSECUTION	682.51
89072	WETTERAUER, ELAINE^	UB 933300000000 518 QUINN AVE	WATER/SEWER OPERATION	1,442.30
89073	WETTERAUER, ELAINE^	UB 933820000000 1925 7TH ST	WATER/SEWER OPERATION	1,626.96
89074	WIDE FORMAT COMPANY	WIDE FORMAT SCANNER RENTAL	COMMUNITY DEVELOPMENT-	1,629.00
89075	WOODMANSEE, LAUREN	INSTRUCTOR SERVICES	RECREATION SERVICES	245.00
	WOODMANSEE, LAUREN		RECREATION SERVICES	1,575.00
89076	WWGCSA	MECHANIC SEMINAR-THORSON	MAINTENANCE	80.00
	WWGCSA	PESTICIDE RECERT PROGRAM (2)	MAINTENANCE	320.00
89077	ZANDECKI, WALLY	UB 321320000000 14109 SMOKEY P	WATER/SEWER OPERATION	100.36
89078	ZEE MEDICAL SERVICE	RESTOCK FIRST AID KIT	WASTE WATER TREATMENT F	110.95
	ZEE MEDICAL SERVICE		WASTE WATER TREATMENT F	188.50
<b>WARRANT TOTAL:</b>				<b><u>5,134,304.61</u></b>

**REASON FOR VOIDS:**

- INITIATOR ERROR**
- WRONG VENDOR**
- CHECK LOST/DAMAGED IN MAIL**
- UNCLAIMED PROPERTY**

# *Index #6*

## CITY OF MARYSVILLE

## EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: January 13, 2014

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 25, 2013** claims in the amount of **\$872,272.39** paid by **Check No.'s 89079 through 89231 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 **\$872,272.39 PAID BY CHECK NO.'S 89079 THROUGH 89231 WITH NO CHECK NO. 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 **13<sup>th</sup> DAY OF JANUARY 2014.**

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

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 12/19/2013 TO 12/25/2013**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
89079	REVENUE, DEPT OF	SALES AND USE TAXES-NOV 2013	CITY CLERK	0.03
	REVENUE, DEPT OF		COMMUNITY DEVELOPMENT-	1.25
	REVENUE, DEPT OF		POLICE ADMINISTRATION	21.53
	REVENUE, DEPT OF		WATER/SEWER OPERATION	32.05
	REVENUE, DEPT OF		INFORMATION SERVICES	35.18
	REVENUE, DEPT OF		ER&R	38.56
	REVENUE, DEPT OF		GENERAL FUND	94.05
	REVENUE, DEPT OF		PRO-SHOP	139.39
	REVENUE, DEPT OF		CITY STREETS	165.00
	REVENUE, DEPT OF		DRUG ENFORCEMENT	175.79
	REVENUE, DEPT OF		RECREATION SERVICES	308.58
	REVENUE, DEPT OF		GOLF COURSE	1,930.42
	REVENUE, DEPT OF		STORM DRAINAGE	4,248.80
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	15,399.37
	REVENUE, DEPT OF		UTIL ADMIN	43,726.41
89080	ALBERTSONS	MEETING REIMBURSEMENT	SURFACE WATER CAPITAL PF	16.55
	ALBERTSONS		UTIL ADMIN	30.84
89081	ALL WORLD SCIENTIFIC	TYGON	WASTE WATER TREATMENT F	248.47
	ALL WORLD SCIENTIFIC	ASSORTED STIR BARS	WASTE WATER TREATMENT F	446.63
89082	AMSAN SEATTLE	JANITORIAL SUPPLIES	ADMIN FACILITIES	194.97
	AMSAN SEATTLE		MAINT OF GENL PLANT	247.38
	AMSAN SEATTLE		UTIL ADMIN	261.85
	AMSAN SEATTLE		WASTE WATER TREATMENT F	292.35
	AMSAN SEATTLE		PUBLIC SAFETY BLDG.	371.34
	AMSAN SEATTLE		COURT FACILITIES	437.15
89083	ARAMARK UNIFORM	UNIFORM SERVICE	EQUIPMENT RENTAL	29.53
89084	BALLEW, JAMES B	REIMBURSE GIFT CARD PURCHASE-E	PERSONNEL ADMINISTRATIO	400.00
89085	BANK OF AMERICA	EMPLOYEE APPRECIATION	PERSONNEL ADMINISTRATIO	233.97
89086	BEST WAY COMMUNICATI	2 WAY RADIO	EQUIPMENT RENTAL	328.00
	BEST WAY COMMUNICATI	VHF RADIOS	ER&R	617.91
89087	BICKFORD FORD	CORE REFUND	EQUIPMENT RENTAL	-108.60
	BICKFORD FORD	CORE CHARGE REFUND	EQUIPMENT RENTAL	-38.01
	BICKFORD FORD	CORE CHARGE ERROR	EQUIPMENT RENTAL	38.01
	BICKFORD FORD	ENGINE HOSE KIT	EQUIPMENT RENTAL	113.53
	BICKFORD FORD	ALTERNATOR RETURN AND ALTERNAT	EQUIPMENT RENTAL	117.31
	BICKFORD FORD	STARTER	EQUIPMENT RENTAL	301.54
	BICKFORD FORD	INSTRUMENT CLUSTER	EQUIPMENT RENTAL	405.22
	BICKFORD FORD	ENGINE OIL KIT AND ALTERNATOR	EQUIPMENT RENTAL	431.88
	BICKFORD FORD	CONTROL MODULE W/CORE CHARGE	EQUIPMENT RENTAL	691.83
89088	BUD BARTON'S GLASS	WINDOWS	MAINT OF GENL PLANT	1,186.95
89089	BUELL, DOUG	REIMBURSE PHOTO CREDIT AND OFF	EXECUTIVE ADMIN	90.16
	BUELL, DOUG		PERSONNEL ADMINISTRATIO	108.07
89090	BURGESS, MARYKE	REIMBURSE SPECIAL EVENT SUPPLI	COMMUNITY CENTER	93.94
	BURGESS, MARYKE	REIMBURSE LUNCHEON SUPPLIES	PERSONNEL ADMINISTRATIO	176.00
89091	CALL, CARMEN	REFUND CLASS FEES	PARKS-RECREATION	85.00
89092	CAMCAL CO INC	COUPLERS AND ADAPTERS	EQUIPMENT RENTAL	191.76
89093	CARRS ACE	HEATER AND EXT CORD	WATER RESERVOIRS	102.06
	CARRS ACE	PAINT SUPPLIES	SOLID WASTE OPERATIONS	183.16
89094	CASCADE RECREATION	DOGIPOT JUNIOR DISPENSER (5)	STORM DRAINAGE	522.64
89095	CENTURY 21 NORTH HOM	UB 260000430000 11412 52ND DR	WATER/SEWER OPERATION	51.60
89096	COMCAST	CABLE SERVICE-KBCC	BAXTER CENTER APPRE	49.69
89097	COMMERCIAL FIRE	RECHARGE FIRE EXTINGUISHER	ER&R	68.76
89098	CONTEMPORARY CONT	SWITCH FOR SOPERWOOD PUD PROJE	UTILITY CONSTRUCTION	-17.99
	CONTEMPORARY CONT		WATER CAPITAL PROJECTS	227.13
89099	COOP SUPPLY	PINE SHAVINGS	WATER SERVICES	29.29
	COOP SUPPLY	KEROSENE	MAINT OF GENL PLANT	86.86
	COOP SUPPLY	GRASS SEED AND SPREADER	STORM DRAINAGE	141.15
	COOP SUPPLY	PVC	STORM DRAINAGE	151.96
89100	CORRECTIONS, DEPT OF	WORK CREW-OCT 2013	WATER RESERVOIRS	182.81
	CORRECTIONS, DEPT OF		PARK & RECREATION FAC	352.49
	CORRECTIONS, DEPT OF		ROADWAY MAINTENANCE	426.57



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89121	GENERAL CHEMICAL	ALUMINUM SULFATE	WASTE WATER TREATMENT F	5,067.83
89122	GOVCONNECTION INC	APC UPS-SOPERWOOD PUD PROJECT	WATER CAPITAL PROJECTS	624.15
89123	GREENSHIELDS	ROPE, MAGNET, SLEEVE AND HOOK	WASTE WATER TREATMENT F	49.52
	GREENSHIELDS	STEEL TOOL BOX	EQUIPMENT RENTAL	198.74
89124	GREG RAIRDONS DODGE	SELT BELT AND RESISTOR	EQUIPMENT RENTAL	113.50
	GREG RAIRDONS DODGE	AUX TUBES AND LINES	EQUIPMENT RENTAL	289.03
89125	GROUP HEALTH	PRE-EMPLOYMENT SCREENING	EQUIPMENT RENTAL	155.00
89126	HAAKENSON GROUP	OFFICE CHAIR	PERSONNEL ADMINISTRATIOI	566.87
89127	HACH COMPANY	DISPENSER	WATER FILTRATION PLANT	128.91
	HACH COMPANY	STILLY PLANT OPERATING SUPPLIE	WATER FILTRATION PLANT	1,546.75
89128	HAPPY HOPPERS, INC.	INSTRUCTOR SERVICES	RECREATION SERVICES	144.00
	HAPPY HOPPERS, INC.		RECREATION SERVICES	180.00
89129	HATTON, DORIS R	UB 849000126007 7301 72ND AVE	WATER/SEWER OPERATION	207.20
89130	HD FOWLER COMPANY	THRUST BLOCK	WATER CAPITAL PROJECTS	15.24
	HD FOWLER COMPANY	SUNNYSIDE PUMP 1 & 2 SUPPLIES	SEWER LIFT STATION	201.59
	HD FOWLER COMPANY	ELLS AND MJ KIT	WATER CAPITAL PROJECTS	540.63
	HD FOWLER COMPANY	SEWER PIPES GASKETED	MAINT OF GENL PLANT	588.61
89131	HE MITCHELL CO	ENTRY LEVER, TAILPIECE AND HAR	MAINT OF GENL PLANT	402.69
89132	HENNIG, JEANINE TULL	INSTRUCTOR SERVICES	RECREATION SERVICES	307.20
89133	HERTZ EQUIPMENT RENT	MANLIFT RENTAL	MAINT OF GENL PLANT	423.54
89134	HESS, AMY	REIMBURSE MILEAGE/MEAL/PARKING	COMMUNITY DEVELOPMENT-	139.14
89135	INTERSTATE AUTO PART	FLASHLIGHT	EQUIPMENT RENTAL	20.62
	INTERSTATE AUTO PART	SIPHON HOSES	EQUIPMENT RENTAL	21.68
	INTERSTATE AUTO PART	FLASHLIGHT (3)	EQUIPMENT RENTAL	61.87
	INTERSTATE AUTO PART	IMPACT WRENCH SET	EQUIPMENT RENTAL	315.74
89136	INTERSTATE BATTERY	BATTERIES	ER&R	698.47
89137	IRON MOUNTAIN	ROCK	WATER DIST MAINS	99.76
	IRON MOUNTAIN		STORM DRAINAGE	99.76
	IRON MOUNTAIN		ROADWAY MAINTENANCE	99.76
	IRON MOUNTAIN	CHIP ROCK	MAINT OF GENL PLANT	196.71
	IRON MOUNTAIN	ROCK	MAINT OF GENL PLANT	452.56
89138	JOSEPH, PETER	INSTRUCTOR SERVICES	RECREATION SERVICES	173.33
89139	KJR ROOFING LLC	REPAIR ROOF	MAINT OF GENL PLANT	6,190.20
89140	KLEMENTSEN, TORY	INSTRUCTOR SERVICES	RECREATION SERVICES	280.00
	KLEMENTSEN, TORY		RECREATION SERVICES	630.00
89141	KRAMER, BLANE & ANGE	UB 849000138000 7131 74TH ST N	WATER/SEWER OPERATION	218.78
89142	KUNG FU 4 KIDS	INSTRUCTOR SERVICES	RECREATION SERVICES	207.90
89143	KUNSELMAN, DANIELLE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
89144	LAKE INDUSTRIES	CONCRETE AND ASPHALT HAULED	ROADWAY MAINTENANCE	90.00
	LAKE INDUSTRIES		STORM DRAINAGE	90.00
89145	LAW,LYMAN,DANIEL,KAM	LEGAL FEES	NON-DEPARTMENTAL	130.92
	LAW,LYMAN,DANIEL,KAM		WASTE WATER TREATMENT F	392.78
89146	LES SCHWAB TIRE CTR	TIRES (4)	EQUIPMENT RENTAL	1,763.02
	LES SCHWAB TIRE CTR	TIRES INSTALLED ON 2003 DUMP T	EQUIPMENT RENTAL	4,748.22
89147	LICENSING, DEPT OF	ANDERSON, BRYAN (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	BOERNER, FEDRA (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	BOERNER, JAMES (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	BOYD, STUART (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	BURTON, WILLIAM (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	DEMERS, STEVEN (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	ELDRIDGE, MICHAEL (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	EPSTEIN, COLLEEN (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	EPSTEIN, ERIC (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	ERXLEBEN, KRISTEN (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	HAMERS, MARK (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	PETERSON, TERRY (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	REDDIC, EARNIE (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	ROSA, KARI (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	ROYSE, WILLIAM (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	WALTER, JEFFREY (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	WALTER, SUSAN (ORIGINAL)	GENERAL FUND	18.00

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89147	LICENSING, DEPT OF	WEDDELL, PEGGY (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	WILLIAMS, CINDY (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	BURSELL, ADAM (LT RENEWAL)	GENERAL FUND	21.00
	LICENSING, DEPT OF	ECKOLA, TONYA (LT RENEWAL)	GENERAL FUND	21.00
	LICENSING, DEPT OF	ISOM-KEITH, DAWN (LT RENEWAL)	GENERAL FUND	21.00
	LICENSING, DEPT OF	WHITLOW, KRISTI (LT RENEWAL)	GENERAL FUND	21.00
89148	LOOP, RON W	UB 09961110000 9611 50TH AVE	WATER/SEWER OPERATION	118.98
89149	LOOP, RON CONSTRUCTIO	CONSTRUCTION WORK-NORTH PRECIN	MAINT OF GENL PLANT	4,814.00
	LOOP, RON CONSTRUCTIO		MAINT OF GENL PLANT	5,200.77
89150	LOWES HIW INC	HOLE COVER	MAINT OF GENL PLANT	9.23
	LOWES HIW INC	INSULATION	WATER RESERVOIRS	22.25
	LOWES HIW INC	LIGHT BULBS AND TIMER	MAINT OF GENL PLANT	52.27
	LOWES HIW INC	VACTOR SUPPLIES	STORM DRAINAGE	174.70
	LOWES HIW INC	KEROSENE	MAINT OF GENL PLANT	181.58
89151	MACAULAY & ASSOCIATE	REPORT PREPARATION AND COMPLET	ROADS/STREETS CONSTRUCT	4,675.00
89152	MACKIE, TRACEY	INSTRUCTOR SERVICES	COMMUNITY CENTER	156.00
	MACKIE, TRACEY		COMMUNITY CENTER	504.00
89153	MANNON, ROSEANNE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
89154	MARYSVILLE AWARDS	ENGRAVING PLATES	CITY COUNCIL	45.18
	MARYSVILLE AWARDS	PLAQUE	GOLF ADMINISTRATION	84.11
	MARYSVILLE AWARDS	FOOD DRIVE PLAQUE	PERSONNEL ADMINISTRATION	90.67
	MARYSVILLE AWARDS	PLAQUE	COMMUNITY DEVELOPMENT-	140.09
89155	MARYSVILLE MUNICIPAL	3Z0485399-ARNOLD, R	WATER/SEWER OPERATION	30.75
89156	MARYSVILLE PRINTING	CUSTODY FORMS, BUSINESS CARDS	DETENTION & CORRECTION	294.79
89157	MARYSVILLE SCHOOL	FACILITY USEAGE-SUNNYSIDE	COMMUNITY DEVELOPMENT-	27.50
	MARYSVILLE SCHOOL	FACILITY USEAGE-TMS	RECREATION SERVICES	54.00
	MARYSVILLE SCHOOL		RECREATION SERVICES	126.00
89158	MARYSVILLE, CITY OF	UTILITY SERVICE-5300 SUNNYSIDE	SEWER LIFT STATION	53.49
	MARYSVILLE, CITY OF	UTILITY SERVICE-6915 ARMAR RD	PARK & RECREATION FAC	124.71
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	169.76
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	245.55
	MARYSVILLE, CITY OF	UTILITY SERVICE-5315 64TH ST N	PARK & RECREATION FAC	252.33
	MARYSVILLE, CITY OF	UTILITY SERVICE-6915 ARMAR RD	PARK & RECREATION FAC	383.38
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	774.89
	MARYSVILLE, CITY OF	UTILITY SERVICE-6120 GROVE STR	LIBRARY-GENL	919.85
	MARYSVILLE, CITY OF	UTILITY SERVICE-6915 ARMAR RD	PARK & RECREATION FAC	2,157.82
89159	MAY, JESSICA K	UB 849000203002 6515 83RD PL N	WATER/SEWER OPERATION	167.39
89160	MCCORMACK, KATHY	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
89161	MCKINNEY, WALTER	LEOFF 1 REIMBURSEMENT	POLICE ADMINISTRATION	998.73
89162	MICROFLEX INC	TAX AUDIT PROGRAM-NOV 2013	FINANCE-GENL	12.79
89163	MOTOR TRUCKS	CB RADIO, ANTENNA, SPRING, CAB	EQUIPMENT RENTAL	169.10
89164	MOUNT, HERMAN	LEOFF 1 REIMBURSEMENT	POLICE ADMINISTRATION	330.10
89165	MULLIGAN, CAROL	REIMBURSE RECORDING FEES	COMMUNITY DEVELOPMENT-	6.27
89166	MURRAY, SMITH & ASSO	PROFESSIONAL SERVICES	WATER CAPITAL PROJECTS	13,570.26
89167	NELSON PETROLEUM	BULK MOTOR OIL AND TRANS FLUID	ER&R	1,270.46
89168	NEOPOST USA	POSTAGE LABELS	CITY CLERK	4.11
	NEOPOST USA		EXECUTIVE ADMIN	4.11
	NEOPOST USA		FINANCE-GENL	4.11
	NEOPOST USA		PERSONNEL ADMINISTRATION	4.11
	NEOPOST USA		UTILITY BILLING	4.11
	NEOPOST USA		LEGAL - PROSECUTION	4.11
	NEOPOST USA		COMMUNITY DEVELOPMENT-	4.11
	NEOPOST USA		ENGR-GENL	4.11
	NEOPOST USA		UTIL ADMIN	4.11
	NEOPOST USA		POLICE INVESTIGATION	4.11
	NEOPOST USA		POLICE PATROL	4.11
	NEOPOST USA		OFFICE OPERATIONS	4.11
	NEOPOST USA		DETENTION & CORRECTION	4.11
	NEOPOST USA		POLICE ADMINISTRATION	4.12
89169	NEWMAN TRAFFIC SIGNS	SIGN SHOP BLANKS AND PLACE CAR	CITY STREETS	-24.70
	NEWMAN TRAFFIC SIGNS		TRANSPORTATION MANAGEM	311.95

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89170	NICLAI, CHERYL	REIMBURSE POSTAGE	UTIL ADMIN	46.00
89171	NORTH COUNTY OUTLOOK	ADVERTISING	COMMUNITY CENTER	49.00
89172	NORTHPOINTE HOMEOWNE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
89173	NORTHWESTERN AUTO	REMOVE GRAPHICS	EQUIPMENT RENTAL	199.55
	NORTHWESTERN AUTO		POLICE PATROL	199.56
	NORTHWESTERN AUTO	REPAIR ACCIDENT DAMAGE	STREET LIGHTING	581.01
89174	NORTON, CINDY	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
89175	OFFICE DEPOT	OFFICE SUPPLY CREDIT	COMMUNITY CENTER	-85.11
	OFFICE DEPOT	OFFICE SUPPLIES	EQUIPMENT RENTAL	9.61
	OFFICE DEPOT		PERSONNEL ADMINISTRATIO	10.35
	OFFICE DEPOT		ENGR-GENL	17.10
	OFFICE DEPOT		OFFICE OPERATIONS	42.29
	OFFICE DEPOT		EQUIPMENT RENTAL	46.13
	OFFICE DEPOT		UTIL ADMIN	57.85
	OFFICE DEPOT		POLICE PATROL	63.43
	OFFICE DEPOT		OFFICE OPERATIONS	64.60
	OFFICE DEPOT		ENGR-GENL	68.27
	OFFICE DEPOT		SEWER LIFT STATION	79.54
	OFFICE DEPOT		COMPUTER SERVICES	86.09
	OFFICE DEPOT		STREET LIGHTING	108.59
	OFFICE DEPOT		UTIL ADMIN	110.37
	OFFICE DEPOT		OFFICE OPERATIONS	143.26
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	170.46
	OFFICE DEPOT		POLICE PATROL	278.30
	OFFICE DEPOT		OFFICE OPERATIONS	289.33
	OFFICE DEPOT		OFFICE OPERATIONS	296.49
	OFFICE DEPOT		ENGR-GENL	307.07
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	363.55
	OFFICE DEPOT		PERSONNEL ADMINISTRATIO	383.70
	OFFICE DEPOT	OFFICE SUPPLIES & FILE CABINET	COMMUNITY DEVELOPMENT-	1,065.75
89176	OFFICE INTERIORS INC	OFFICE TABLES	COMMUNITY DEVELOPMENT-	634.22
89177	OLASON, MONICA	INSTRUCTOR SERVICES	RECREATION SERVICES	144.00
	OLASON, MONICA		RECREATION SERVICES	192.00
89178	ONSEL, LORNA & GREG	UB 756119000000 6119 72ND DR N	WATER/SEWER OPERATION	534.44
89179	PACIFIC PLUMBING	SHOWER HEAD FOR LAB EYEWASH ST	WASTE WATER TREATMENT F	78.68
89180	PACIFIC POWER BATTER	3.6 VOLT BATTERIES	TRANSPORTATION MANAGEM	26.55
	PACIFIC POWER BATTER	LITHIUM BATTERIES	WASTE WATER TREATMENT F	175.15
89181	PARR LUMBER CO.	PLYWOOD	MAINT OF GENL PLANT	43.39
	PARR LUMBER CO.	PRIMED TRIM	MAINT OF GENL PLANT	75.99
	PARR LUMBER CO.	PLYWOOD	MAINT OF GENL PLANT	126.90
89182	PARTS STORE, THE	AIRTOOL OIL	EQUIPMENT RENTAL	10.84
	PARTS STORE, THE	TRANSMISSION COOLER AND ADDITI	EQUIPMENT RENTAL	39.05
	PARTS STORE, THE	BRAKE PADS	EQUIPMENT RENTAL	74.78
	PARTS STORE, THE	OIL, FUEL, AIR FILTERS AND HAL	ER&R	116.82
	PARTS STORE, THE	SOCKETS AND WRENCHES	WATER DIST MAINS	125.45
	PARTS STORE, THE	BRAKE PADS	EQUIPMENT RENTAL	160.97
	PARTS STORE, THE	DIST CAP, ROTOR, SPARK PLUG WI	EQUIPMENT RENTAL	165.95
	PARTS STORE, THE	OIL, AIR, FUEL FILTERS, WIPER	ER&R	245.13
	PARTS STORE, THE	AIR, OIL FILTERS AND TRANSMISS	ER&R	302.01
89183	PARTSMASTER	LOCKING CLAMPS (2)	EQUIPMENT RENTAL	86.40
	PARTSMASTER	MISC DRILL BITS AND LOCKING CL	EQUIPMENT RENTAL	278.89
89184	PAXTON, BELINDA	REIMBURSE MEAL-TRAINING	POLICE TRAINING-FIREARMS	18.01
89185	PETERSHAGEN INS	NOTARY RENEWAL-GOLDMAN, JA	POLICE INVESTIGATION	125.00
89186	PLATT	TEK PAN HARDWARE	MAINT OF GENL PLANT	55.72
	PLATT	HARDWARE	MAINT OF GENL PLANT	70.21
	PLATT	CRIMPER, FITTINGS AND CABLE TO	MAINT OF GENL PLANT	305.62
	PLATT	WARNING SIGNS	WASTE WATER TREATMENT F	356.56
	PLATT	LIGHT BULBS (30)	PUBLIC SAFETY BLDG.	363.92
89187	PREFERRED ELECTRIC	INSTALL POWER FOR ADA DOOR	COURT FACILITIES	747.17
89188	PROPERTY 1ST^	UB 031490199001 8508 76TH AVE	WATER/SEWER OPERATION	730.66
89189	PUD	ACCT #2011-4209-8	PARK & RECREATION FAC	16.07

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89189	PUD	ACCT #2023-4068-3	PARK & RECREATION FAC	16.87
	PUD	ACCT #2051-3624-5	SEWER LIFT STATION	30.24
	PUD	ACCT #2024-6103-4	UTIL ADMIN	31.50
	PUD	ACCT #2020-3113-4	PUMPING PLANT	33.39
	PUD	ACCT #2016-6804-3	PARK & RECREATION FAC	42.15
	PUD	ACCT #2024-7643-8	SEWER LIFT STATION	52.24
	PUD	ACCT #2024-9948-9	COMMUNITY EVENTS	72.30
	PUD	ACCT #2026-9433-7	TRANSPORTATION MANAGEM	82.06
	PUD	ACCT #2035-6975-1	STORM DRAINAGE	84.35
	PUD	ACCT #2007-9006-1	PARK & RECREATION FAC	134.98
	PUD	ACCT #2020-1258-9	PARK & RECREATION FAC	151.59
	PUD	ACCT #2005-7184-2	TRANSPORTATION MANAGEM	161.34
	PUD	ACCT #2000-8403-6	TRANSPORTATION MANAGEM	173.89
	PUD	ACCT #2035-1961-6	NON-DEPARTMENTAL	174.62
	PUD	ACCT #2012-2506-7	PARK & RECREATION FAC	337.69
	PUD	ACCT #2024-2648-2	PUBLIC SAFETY BLDG.	441.74
	PUD	ACCT #2032-2345-8	PARK & RECREATION FAC	571.76
	PUD	ACCT #2006-2538-2	SEWER LIFT STATION	633.11
	PUD	ACCT #2012-4769-9	STREET LIGHTING	734.65
	PUD	ACCT #2023-0972-0	TRAFFIC CONTROL DEVICES	917.61
	PUD	ACCT #2000-7044-9	TRANSPORTATION MANAGEM	1,026.06
	PUD	ACCT #2004-7954-1	COMMUNITY CENTER	1,163.22
	PUD	ACCT #2008-2454-8	MAINT OF GENL PLANT	1,419.09
	PUD	ACCT #2000-2187-1	COURT FACILITIES	2,116.79
	PUD	ACCT #2015-7792-1	PUMPING PLANT	2,540.39
	PUD	ACCT #2011-4725-3	PUMPING PLANT	2,547.00
	PUD	ACCT #2003-0347-7	WATER FILTRATION PLANT	3,693.37
	PUD	ACCT #2014-6303-1	PUBLIC SAFETY BLDG.	3,918.46
	PUD	ACCT #2020-0499-0	LIBRARY-GENL	5,548.13
	PUD	ACCT #2020-7500-8	WASTE WATER TREATMENT F	8,577.60
	PUD	ACCT #2014-2063-5	WASTE WATER TREATMENT F	9,578.13
	PUD	ACCT #2017-2118-0	WASTE WATER TREATMENT F	19,364.67
89190	PUMPTECH INC	CEDARCREST PUMP #3 REBUILD	PUMPING PLANT	34,054.36
89191	REECE TRUCKING	PAY ESTIMATE #1	UTILITY CONSTRUCTION	-12,161.77
	REECE TRUCKING		WATER CAPITAL PROJECTS	264,153.73
89192	REMOTE MEDICAL INT'L	TOURNIQUETS	POLICE TRAINING-FIREARMS	500.94
89193	RICOH USA, INC.	PRINTER/COPIER CHARGES	MAINTENANCE	27.68
	RICOH USA, INC.		COMMUNITY CENTER	27.68
	RICOH USA, INC.		GENERAL SERVICES - OVERT	87.53
	RICOH USA, INC.		POLICE PATROL	93.32
	RICOH USA, INC.		PROBATION	107.52
	RICOH USA, INC.		LEGAL - PROSECUTION	130.98
	RICOH USA, INC.		ENGR-GENL	143.48
	RICOH USA, INC.		POLICE INVESTIGATION	143.91
	RICOH USA, INC.		UTILITY BILLING	178.48
	RICOH USA, INC.		EXECUTIVE ADMIN	185.90
	RICOH USA, INC.		CITY CLERK	199.08
	RICOH USA, INC.		FINANCE-GENL	199.08
	RICOH USA, INC.		PERSONNEL ADMINISTRATIO	206.56
	RICOH USA, INC.		DETENTION & CORRECTION	260.48
	RICOH USA, INC.		MUNICIPAL COURTS	299.18
	RICOH USA, INC.		PARK & RECREATION FAC	308.02
	RICOH USA, INC.		UTIL ADMIN	379.25
	RICOH USA, INC.		COMMUNITY DEVELOPMENT-	592.98
	RICOH USA, INC.		OFFICE OPERATIONS	847.69
89194	RISING STARS GYM	INSTRUCTOR SERVICES	RECREATION SERVICES	273.00
89195	RODDA	PAINT AND SUPPLIES	MAINT OF GENL PLANT	515.75
89196	ROY ROBINSON	SWITCH AND CONNECTORS	EQUIPMENT RENTAL	145.33
	ROY ROBINSON	SENSOR, HOSE, GASKET AND CONNE	EQUIPMENT RENTAL	226.05
89197	RUNYON, BRIAN & JODI	UB 861040000000 8223 53RD DR N	WATER/SEWER OPERATION	700.00
89198	RYAN HERCO PRODUCTS	WHITE PP SHEET	PUMPING PLANT	625.33

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 INVOICE LIST**

**FOR INVOICES FROM 12/19/2013 TO 12/25/2013**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
89199	SANDS, CLIFFORD H	SHIPPING EXPENSE	POLICE PATROL	19.72
89200	SENTINEL OFFENDER SE	VICAP TESTING-SEPT 2013	DETENTION & CORRECTION	127.48
	SENTINEL OFFENDER SE	VICAP TESTING-OCT 2013	DETENTION & CORRECTION	220.96
	SENTINEL OFFENDER SE	ELEC HOME MONITORING-SEPT 2013	DETENTION & CORRECTION	1,069.57
	SENTINEL OFFENDER SE	ELEC HOME MONITORING-OCT 2013	DETENTION & CORRECTION	1,545.00
89201	SHANKLE, CRAIG	INSTRUCTOR SERVICES	COMMUNITY CENTER	28.00
89202	SHOVE, PETE	REIMBURSE MEALS-TRAINING	POLICE TRAINING-FIREARMS	135.96
89203	SIGMAN, MICHAEL	LEOFF 1 REIMBURSEMENT	POLICE ADMINISTRATION	524.50
89204	SISKUN POWER EQUIPME	SAW REPAIR	WATER DIST MAINS	136.00
89205	SIX ROBBLEES INC	JACK ASSEMBLY (2)	EQUIPMENT RENTAL	136.62
89206	SNO CO PUBLIC WORKS	SOLID WASTE DISPOSAL FEES	SOLID WASTE OPERATIONS	124,415.00
89207	SOUND POWER	GENERATOR RENTAL	GENERAL SERVICES - OVERF	34.75
89208	SOUND PUBLISHING	LEGAL ADS	COMMUNITY DEVELOPMENT-	126.89
89209	SOUTH DISTRICT COURT	BAIL POSTED	GENERAL FUND	1,500.00
89210	STATE PATROL	FINGERPRINT ID SERVICES	COMMUNITY DEVELOPMENT-	26.00
	STATE PATROL		GENERAL FUND	280.50
89211	STILLAGUAMISH TRIBAL	BAIL POSTED	GENERAL FUND	1,000.00
89212	STOTT, DANIEL	WATER/SEWER CONSERVATION REBAT	UTIL ADMIN	50.00
89213	STRAWBERRY LANES	INSTRUCTOR SERVICES	RECREATION SERVICES	122.50
89214	SUMMIT LAW GROUP, LL	PROFESSIONAL SERVICES	PERSONNEL ADMINISTRATIO	2,094.50
89215	THYSSENKRUPP ELEVATO	PREVENTATIVE MAINTENANCE	ADMIN FACILITIES	198.71
	THYSSENKRUPP ELEVATO		PUBLIC SAFETY BLDG.	198.71
89216	TORGERSON, LAURA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
89217	TRANSPORTATION, DEPT	PROJECT COSTS-NOV 2013	WATER CAPITAL PROJECTS	363.48
89218	TRANSPORTATION, DEPT	FINAL PAYMENT-UT01456R	GMA-PARKS	26,959.93
89219	UNITED PARCEL SERVIC	LATE CHARGES ON SHIPPING	ENGR-GENL	3.17
	UNITED PARCEL SERVIC	SHIPPING EXPENSE	EQUIPMENT RENTAL	82.27
89220	UTILITIES UNDERGROUN	EXCAVATION NOTICE	UTILITY LOCATING	383.46
89221	VANDERWALKER,M	REIMBURSE MILEAGE	POLICE TRAINING-FIREARMS	33.34
89222	VAUGHAN PREMIER LTD	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
89223	VERIZON/FRONTIER	WIRELESS CHARGES	SOLID WASTE CUSTOMER EX	23.61
	VERIZON/FRONTIER		ANIMAL CONTROL	25.85
	VERIZON/FRONTIER		LEGAL-GENL	40.01
	VERIZON/FRONTIER		UTILITY BILLING	47.22
	VERIZON/FRONTIER		GOLF ADMINISTRATION	47.22
	VERIZON/FRONTIER		EQUIPMENT RENTAL	47.22
	VERIZON/FRONTIER		FACILITY MAINTENANCE	47.22
	VERIZON/FRONTIER		CRIME PREVENTION	49.46
	VERIZON/FRONTIER		YOUTH SERVICES	51.70
	VERIZON/FRONTIER		FINANCE-GENL	54.22
	VERIZON/FRONTIER		PERSONNEL ADMINISTRATIO	54.22
	VERIZON/FRONTIER		OFFICE OPERATIONS	103.40
	VERIZON/FRONTIER		LEGAL - PROSECUTION	108.44
	VERIZON/FRONTIER		PARK & RECREATION FAC	125.05
	VERIZON/FRONTIER		COMPUTER SERVICES	135.71
	VERIZON/FRONTIER		EXECUTIVE ADMIN	141.53
	VERIZON/FRONTIER		RECREATION SERVICES	172.27
	VERIZON/FRONTIER		DETENTION & CORRECTION	180.95
	VERIZON/FRONTIER		ENGR-GENL	212.28
	VERIZON/FRONTIER		POLICE INVESTIGATION	220.24
	VERIZON/FRONTIER		COMMUNITY DEVELOPMENT-	228.89
	VERIZON/FRONTIER		WASTE WATER TREATMENT F	242.93
	VERIZON/FRONTIER		STORM DRAINAGE	252.50
	VERIZON/FRONTIER		GENERAL SERVICES - OVERF	361.15
	VERIZON/FRONTIER		POLICE ADMINISTRATION	445.21
	VERIZON/FRONTIER		UTIL ADMIN	1,037.72
	VERIZON/FRONTIER		POLICE PATROL	2,957.56
89224	VERIZON/FRONTIER	ACCT #36065125170927115	STREET LIGHTING	38.60
	VERIZON/FRONTIER	ACCT #36065905060927115	STREET LIGHTING	43.54
	VERIZON/FRONTIER	ACCT #425-397-6325-031998-5	PARK & RECREATION FAC	45.18
	VERIZON/FRONTIER	ACCT #36065827660617105	MUNICIPAL COURTS	57.58

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 12/19/2013 TO 12/25/2013**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
89224	VERIZON/FRONTIER	ACCT #36065831360617105	MUNICIPAL COURTS	57.58
	VERIZON/FRONTIER	ACCT #36065962121015935	MAINT OF GENL PLANT	57.58
	VERIZON/FRONTIER	ACCT #36065976670111075	OFFICE OPERATIONS	57.58
	VERIZON/FRONTIER	ACCT #25300628501027055	UTIL ADMIN	66.55
	VERIZON/FRONTIER	ACCT #25301441101027055	UTIL ADMIN	66.55
	VERIZON/FRONTIER	ACCT #36065191230801065	WATER FILTRATION PLANT	82.45
	VERIZON/FRONTIER	ACCT #25300981920624965	SEWER LIFT STATION	93.05
89225	WABO	MEMBERSHIP DUES-DORCAS, J	COMMUNITY DEVELOPMENT-	185.00
89226	WASTE MANAGEMENT	RECYCLE PILOT	RECYCLING OPERATION	1,267.24
89227	WEED GRAAFSTRA	WETLAND MITIGATION CREDIT AGRE	SURFACE WATER CAPITAL PF137,600.00	
89228	WESTERN PETERBILT	CORE REFUND	EQUIPMENT RENTAL	-195.48
	WESTERN PETERBILT	GASKET	EQUIPMENT RENTAL	3.02
	WESTERN PETERBILT		EQUIPMENT RENTAL	17.61
	WESTERN PETERBILT	AIR FILTER	EQUIPMENT RENTAL	33.63
	WESTERN PETERBILT	CORE CHARGE	EQUIPMENT RENTAL	195.48
	WESTERN PETERBILT	BRAKE SHOES AND BRAKE DRUM	EQUIPMENT RENTAL	340.52
	WESTERN PETERBILT	BRAKE DRUM (4)	EQUIPMENT RENTAL	434.36
	WESTERN PETERBILT	POWER STEERING PUMP	EQUIPMENT RENTAL	592.30
89229	WIDE FORMAT COMPANY	MAINTENANCE AGREEMENT KIP PRIN	UTIL ADMIN	106.43
89230	WILDERNESS HAY INC.	20 BALES OF STRAW	ROADS/STREETS CONSTRUC	217.20
89231	WIRTZ, DONNA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
			<b>WARRANT TOTAL:</b>	<b><u>872,272.39</u></b>

**REASON FOR VOIDS:**

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

# *Index #7*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: January 13, 2014**

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 20, 2013 payroll in the amount \$1,184,288.81 Check No.'s 27234 through 27273 with check No. 27217 voided and reissued with check No. 27233.

**COUNCIL ACTION:**

# *Index #8*

**CITY OF MARYSVILLE AGENDA BILL****EXECUTIVE SUMMARY FOR ACTION****CITY COUNCIL MEETING DATE: 1/13/14**

<b>AGENDA ITEM:</b> Professional Services Agreement between City of Marysville and Strategies 360 for Consultant Services	
<b>PREPARED BY:</b> Gloria Hirashima, Chief Administrative Officer	<b>DIRECTOR APPROVAL:</b>
<b>DEPARTMENT:</b> Executive	
<b>ATTACHMENTS:</b> 1. Professional Services Agreement	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>

**SUMMARY:**

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

**RECOMMENDED ACTION:**

Approve proposed professional services agreement.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND STRATEGIES 360, INC.  
FOR CONSULTING SERVICES**

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

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

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

**ARTICLE I. PURPOSE**

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

**ARTICLE II. SCOPE OF WORK**

The scope of work is described in Exhibit A.

**ARTICLE III. OBLIGATIONS OF THE CONSULTANT**

III.1 **MINOR CHANGES IN SCOPE.** The Consultant shall

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

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

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

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

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

III.3 **TIME OF PERFORMANCE.** This Agreement shall commence on January 1, 2014 and end December 31, 2014. Extension of the services contract will be by written agreement, signed by both parties.

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

III.5 **EMPLOYMENT.** Any and all employees of the

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

### III.6 INDEMNITY.

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

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

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

### III.7 INSURANCE.

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

form acceptable to the City. Said certificates shall name the City as an additional named insured with respect to all coverages except professional liability insurance. The minimum insurance requirements shall be as follows:

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

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

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

(4) Consultant's Errors and Omissions Liability. \$1,000,000 per occurrence and as an annual aggregate.

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

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

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

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

further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

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

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

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

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

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

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

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

IV.1 **PAYMENTS.** The Consultant shall be paid by the City for completed work for services rendered under this agreement at the rate of \$12,500 per month for January through March (2014 legislative session) and \$3500 per month April through December (out of session rate). Such payment shall be full compensation for work performed or services rendered and for all labor,

materials, supplies, equipment and incidentals necessary to complete the work.

a. Invoices shall be submitted by the Consultant to the City for payment pursuant to the terms of the scope of services. The invoice will state the time expended, the hourly rate, a detailed description of the work performed, and the expenses incurred during the preceding month. Invoices must be submitted by the 20th day of the month to be paid by the 15th day of the next calendar month.

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

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

#### **ARTICLE V. GENERAL**

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

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

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

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

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

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

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

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

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

DATED this 16<sup>th</sup> day of December, 2013.

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

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

Approved as to form:

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

## **Exhibit A**

### **Marysville Scope of Work – January 2014 thru December 2014**

#### State Legislative Work (2014 session)

1. Prepare and run potential legislation regarding tax exemptions for construction of new manufacturing facilities.
2. Work on State transportation agenda and project funding for Marysville projects including SR 529, 4<sup>th</sup> Street (SR 528) and 156<sup>th</sup> Street interchange.
3. Work on capital project funding for city projects including parks, trails, public safety and general city facilities.
4. Participate in efforts to advance the AWC legislative agenda to affect issues of interest for cities.
5. Participate in efforts to advance the Snohomish County cities legislative priorities.
6. Keep abreast of other legislation, policy issues and news that may affect the City.

#### Federal Legislative Work (2014 session)

1. Seek funding opportunities and advocate for transportation, environmental restoration, parks and trails (LWCF funds), public safety, and economic development projects within the City through the federal appropriations or grant processes.
2. Advocate for transportation mitigation projects to mitigate the adverse impacts of increased train travel through Marysville.
3. Advocate to Congress and federal agencies on the behalf of Marysville as issues arise.

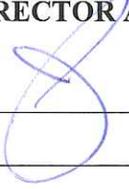
11/27/13

# *Index #9*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: January 13, 2014**

<b>AGENDA ITEM:</b> Snohomish County Human Services Grant Agreement	
<b>PREPARED BY:</b> Jim Ballew	<b>DIRECTOR APPROVAL:</b> 
<b>DEPARTMENT:</b> Parks and Recreation	
<b>ATTACHMENTS:</b> Contract	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b> \$11,000.00

**SUMMARY:**

The Parks and Recreation Department has been awarded a renewal grant-in aid Agreement through the Snohomish County Division of Long Term Care and Aging Program to offset part-time personnel costs for the balance of 2014. The total grant is for \$11,000.00 which will cover the salaries and benefits for the Ken Baxter Community Center Program Clerk. This is now a full time position which assists the KBCC Manager position in a variety of functions and events throughout the year.

This is the ninth year the grant program provided by Snohomish County's Human Services Department will assist operations at the Senior Center and is designed as a reimbursable program. The Parks and Recreation Department will generate all reporting invoices as per program requirements.

**RECOMMENDED ACTION:**

Staff recommends the City Council authorize the Mayor to sign the Snohomish County Human Services Grant Agreement which will provide \$11,000 in reimbursed funds for the salaries and benefits of the Program Clerk position at the Ken Baxter Community Center through December 31, 2014.

**SNOHOMISH COUNTY HUMAN SERVICES DEPARTMENT**  
 3000 ROCKEFELLER AVENUE, M/S 305 - EVERETT, WA 98201  
 (425) 388-7200



**CONTRACT SPECIFICS:**

<b>Contract Number:</b> <u>A-14-75-01-200</u>		<b>Title of Project/Services:</b> <u>Senior Center Projects</u>	
<b>Maximum Contract Amount:</b> \$11,000.00	<b>Start Date:</b> 1/1/2014	<b>End Date:</b> 12/31/2014	<b>Status Determination:</b> <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor

**CONTRACTING ORGANIZATION:**

<b>Name:</b> <u>City of Marysville / Ken Baxter Senior Community Center</u>	<b>IRS Tax No. (Employer I.D.):</b> <u>91-6001459</u>
<b>Address:</b> <u>6915 Armar Road</u>	<b>City, State &amp; Zip:</b> <u>Marysville, WA 98270</u>
<b>Contact Person:</b> <u>Maryke Burgess</u>	<b>Telephone:</b> <u>360-363-8450</u>

**FUNDING:**

<b>Funding Authority:</b> <u>County General Revenue, 1/10<sup>th</sup> of 1% Sales Tax</u>	<b>Funding Specifics:</b> <u>SCCO 13-084, RCW 82.14.460</u>
<b>CFDA No &amp; Title:</b> <u>N/A</u>	<b>Federal Agency:</b> <u>N/A</u>

<b>Program Division:</b> <u>Aging and Disability Services</u>	<b>County Contact Person:</b> <u>John Peterson</u>	<b>Contact Phone Number:</b> <u>425 388-7307</u>
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Additional terms of this contract are set out in and governed by the following, which are incorporated herein by reference:

Basic Terms and Conditions Agreement HSD- 2013-103-200 maintained on file at the Human Services Department:					
<u>Specific Terms and Conditions</u>	<u>Attached as</u>	<u>Exhibit A</u>	<u>Labor Harmony Agreement</u>	<u>Attached as</u>	<u>Exhibit E</u>
<u>Statement of Work</u>	<u>Attached as</u>	<u>Exhibit B</u>	<u>No Service Disruption Guarantee</u>	<u>Attached as</u>	<u>Attachment A, Exhibit E</u>
<u>Approved Contract Budget</u>	<u>Attached as</u>	<u>Exhibit C</u>			

In the event of any inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order: (a) appropriate provisions of state and federal law, (b) Specific Terms and Conditions, (c) Basic Terms and Conditions, (d) other attachments incorporated by reference, and (e) other documents incorporated by reference.

THE CONTRACTING ORGANIZATION IDENTIFIED ABOVE (HEREINAFTER REFERRED TO AS CONTRACTOR), AND SNOHOMISH COUNTY (HEREINAFTER REFERRED TO AS COUNTY), HEREBY ACKNOWLEDGE AND AGREE TO THE TERMS OF THIS CONTRACT. SIGNATURES FOR BOTH PARTIES ARE REQUIRED BELOW. BY SIGNING, THE CONTRACTOR IS CERTIFYING THAT IT IS NOT DEBARRED, SUSPENDED, OR OTHERWISE EXCLUDED FROM PARTICIPATING IN FEDERALLY FUNDED PROGRAMS.

FOR THE CONTRACTING ORGANIZATION:

FOR SNOHOMISH COUNTY:

\_\_\_\_\_  
 (Signature) (Date)  
 \_\_\_\_\_  
 (Title)

\_\_\_\_\_  
 Kenneth Stark, Director (Date)  
 Department of Human Services

**EXHIBIT A**

**SPECIFIC TERMS AND CONDITIONS**

**SENIOR CENTER PROJECTS**

**I. DOCUMENTS INCORPORATED BY REFERENCE**

In performing the services under this Contract, the Contractor shall comply with the following documents incorporated by reference and maintained on file at the Division of Long Term Care and Aging (LTCA):

- A. LTCA Program Instructions;
- B. Multipurpose Senior Center Guidelines (hereinafter Guidelines), as now or hereafter amended, published by the Washington State Aging and Long-Term Support Administration; and
- C. *Senior Center Standards and Self-Assessment Workbook: Guidelines for Practice*, 1990 Edition, The National Council on the Aging, Inc.

**II. REPORTING REQUIREMENTS**

The Contractor shall submit required reports on a format supplied or approved by LTCA. Overdue reports shall delay payment to the Contractor until the next billing month.

<u>Report Titles</u>	<u>Due</u>
Monthly Senior Center Participant and Volunteer Hours Tracking Report	Due 15th of the month following the period.
Quarterly Program Evaluation Project Report	Due 15th of the month following the quarter.

- A. To be counted as a participant, a person must be a Snohomish County resident age 55 or older, who has signed in and participated in a face-to-face activity and for whom the Contractor has a name, date of birth, and address.
- B. Monthly Participant and Volunteer Hours Tracking Report shall include:
  - 1. Unduplicated count of participants by a current month and year-to-date;
  - 2. The number of participants residing outside of the city in which the Contractor is located, by month and year-to-date; and

3. The number of volunteer hours, by month and year-to-date.

C. Quarterly Program Evaluation Project Report

1. Exhibit B, Scope of Work, Section II, Minimum Service Requirements, describes program evaluation projects.

2. Quarterly reports shall be submitted on a form submitted by LTCA.

**III. HOURS OF SERVICE**

The Contractor will be open and provide services during its normal business hours of 9:00 AM to 4:00 PM Monday through Thursday and 9:00 AM to noon on Friday.

**IV. REIMBURSEMENT**

A. The request for reimbursement must be submitted on forms approved by LTCA. The monthly billing shall be based on allowable expenses and be accompanied by monthly expenditure reports showing line-item expenditures corresponding to the Approved Budget or amended Approved Budget Exhibit

B. The Contractor must submit final request for reimbursement for 2014 expenses no later than January 9, 2015. Billings received after January 9, 2015 for expenses incurred in 2014 may not be processed.

**V. TRAINING REQUIREMENTS**

The Contractor shall establish a training plan for all employees performing services under this Contract. The plan shall provide for orientation of new employees and ongoing in-service training for continuing employees. The training must be provided by qualified persons and will include either formal training sessions or on-the-job training. The dates and topics of training received shall be documented in a central file or in the personnel files of all employees who have received the training.

**VI. EMERGENCY PROCEDURES**

The Contractor must establish a written plan that describes procedures to be followed in the event a client becomes ill or is injured while at the Contractor's Center or if staff is in the client's home. The plan must be thoroughly explained to staff and volunteers.

**VII. CLIENT GRIEVANCE PROCEDURE**

Written information regarding the Client Grievance Procedure shall be posted in a place readily visible to clients.

**VIII. STAFF REQUIREMENTS**

The Contractor shall retain sufficient qualified staff (paid or volunteer) to perform the following services:

- A. Administration and staff supervision;
- B. Accounting;
- C. Clerical services; and
- D. Custodial services.

**IX. NON DISCRIMINATION**

In addition to the provisions contained in the Basic Terms and Conditions Agreement (referenced on the Contract face page) between the Contractor and Snohomish County, the following term applies:

The Contractor and any subcontracting party shall comply with the Washington State Regulations for Barrier-Free Facilities, WAC 51-50-005, as amended. The Contractor and subcontractors shall provide barrier-free access to and egress procedures from facilities, meeting places, and structures that will enable the use of all program services for the disabled community.

**X. PROCUREMENT STANDARDS**

The Contractor shall procure all materials, property, supplies, or services in accordance with the requirements in the Basic Terms and Conditions Agreement and the Snohomish County Environmentally Preferable Purchasing and Product Utilization Policies.

**EXHIBIT B**  
**STATEMENT OF WORK**  
**SENIOR CENTER PROJECTS**

**I. SERVICE DEFINITION**

The Contractor shall operate, or provide for the operation of a Senior Center. A Senior Center is a community facility where Snohomish County residents age 55 and over meet, receive services and participate in activities that enhance their dignity and support their involvement in the life and affairs of the community.

**II. MINIMUM SERVICE REQUIREMENTS**

A. The Contractor shall:

1. Continue to provide a minimum of six (6) different services/programs. Service areas include, and are not limited to: social needs, intellectual needs, cultural needs, economic needs, physical needs, personal growth, leadership potential, self-image improvement, intergenerational, and cooperative with other agencies.
2. Collect accurate participant and volunteer data that supports successful completion of the Monthly Participant and Volunteer Hours Tracking report. To be counted as a participant, a person must be a Snohomish County resident age 55 or older, who has signed in and participated in a face-to-face activity and for whom the Contractor has a name, date of birth, and address.
3. Organize and conduct at least one program evaluation project per calendar quarter. The Contractor shall identify the program / service to be studied; inform, and, if needed, negotiate the service to be evaluated with LTCA at least one month prior to conducting the evaluation survey; and implement the program evaluation.

B. The Contractor shall promptly forward all required reporting forms, completed in prescribed detail and submitted on the dates set forth by the County. Overdue reports shall delay payment to the Contractor until the next billing month.

C. The Contractor shall work with the County to establish protocols for data entry, data transfer and data sharing.

D. The Contractor shall send a representative to the Council on Aging Senior Center Committee.

III. **MONITORING**

The Contractor will cooperate with LTCA as it conducts its assessment of senior center operations against the Senior Center Standards and County criteria for funding.

**EXHIBIT C  
APPROVED CONTRACT BUDGET  
COST REIMBURSEMENT**

PROGRAM TITLE: Senior Center Projects

AGENCY: City of Marysville / Ken Baxter Senior Community Center

ADDRESS: 6915 Armar Road, Marysville, WA 98270

CONTRACT PERIOD: 1/1/2014 TO 12/31/2014

REVENUE SOURCES:  
FUNDS AWARDED UNDER CONTRACT:

REVENUE SOURCE	AMOUNT
<u>County General Revenue, SCCO #13-084</u>	<u>\$ 7,500</u>
<u>1/10<sup>th</sup> of 1% Sales Tax</u>	<u>3,500</u>
TOTAL FUNDS AWARDED:	<u>\$11,000</u>

NON-FEDERAL MATCHING RESOURCES:

<u></u>	<u>\$0.00</u>
<u></u>	
TOTAL NON-FEDERAL RESOURCES:	<u>\$ 0.00</u>

MATCH REQUIREMENTS FOR CONTRACT: PERCENTAGE: N/A AMOUNT: \$ 0.00

OTHER PROGRAM RESOURCES (Identify):

SOURCE	PERIOD	AMOUNT
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
TOTAL OTHER RESOURCES:		<u>\$ 0.00</u>

**SNOHOMISH COUNTY  
HUMAN SERVICES DEPARTMENT**

**EXPENDITURES**

<b>BARS #</b>	<b>CATEGORY</b>	<b>FUND SOURCE: County General Revenue</b>	<b>FUND SOURCE</b>	<b>MATCHING RESOURCES</b>	<b>TOTAL</b>	<b>OTHER RESOURCES</b>
10	Salaries/Wages	\$ 6,400	\$ 3,500		\$ 9,900	
20	Benefits	1,100			1,100	
30	Supplies					
41	Prof. Services					
42	Postage					
42	Telephone					
43	Mileage/Fares					
43	Meals					
43	Lodging					
44	Advertising					
45	Leases/Rentals					
46	Insurance					
47	Utilities					
48	Repairs/Maint.					
49	Printing					
49	Dues/Subscript.					
49	Registr./Tuition					
64	Machinery/Equip					
	<b>TOTAL:</b>	<b>\$ 7,500</b>	<b>\$3,500</b>		<b>\$ 11,000</b>	

EXPENDITURE NARRATIVE

AMOUNT	TYPE OF EXPENDITURE: i.e., Salaries: 40% Program Person, etc. Benefits: FICA, Medical, etc. Communications: Postage, Telephone, etc.
\$ 9,900	Salary – Part-Time Assistant Senior Center Coordinator
1,100	Benefits – FICA & L & I
TOTAL \$11,000	

DETAIL SALARIES/WAGES

POSITION	FT/PT	% OF TIME TO FUND	FUND	TOTAL MONTHLY	MONTHLY CHG TO FUND	TOTAL CHG TO FUND
Program Clerk	FT	100%	County General Revenue	\$ 825	\$ 825	\$ 9,900

## EXHIBIT E

### LABOR HARMONY REQUIREMENT

Adopting Written Contracting Policies for Certain Human Services Contracts  
in Accordance With SCC 2.400.067

On March 25, 2009, the Snohomish County Council passed Ordinance No. 09-011 relating to contracts for all home care services and for those services funded by revenues derived from the tax imposed by SCC 4.25.010. The ordinance requires the Snohomish County Executive to adopt such written contracting policies as he determines necessary “to prevent or mitigate service disruptions caused by labor unrest within private sector providers of home care services, chemical dependency or mental health treatment services, or therapeutic court services, that would harm vulnerable members of the community, compromise the efficient delivery of county services, or adversely impact law enforcement services provided by the county” (SCC 2.400.067(1)). For purposes of these policies, the services described in SCC 2.400.067(1) are hereinafter referred to as the “Services.”

#### I. NO SERVICE DISRUPTION GUARANTEE

The Contractor agrees to maintain an appropriate level of service at all times in order to prevent or mitigate disruptions to the contracted-for services caused by labor unrest. The Contractor agrees to sign a guarantee that appropriate levels of service will be maintained by the Contractor at all times specified in the Contract (hereinafter, a “No Service Disruption Guarantee”, which is attached as Attachment A to this Exhibit). Provided, however, that the provision of a signed, enforceable agreement (including but not limited to a collective bargaining agreement) between the contractor and the exclusive bargaining representative of the contractor’s employees who are essential to the delivery of Services may substitute for the contractor’s signing of a No Service Disruption Guarantee, so long as that signed agreement includes a No Service Disruption Guarantee and both the contractor and the exclusive bargaining representative agree to the substitution.

#### II. LABOR HARMONY PLAN

The Contractor will, unless exempted under Section VI below, submit a plan to address how the contractor will make every good faith effort to resolve labor disputes without disrupting contracted-for services.

- A. If the employees of the Contractor who are essential to the delivery of Services have an exclusive bargaining representative when the County contract or contract amendment is executed, that representative must jointly develop and approve the Labor Harmony Plan.

- B. If, during the course of the term of a contract for services, a labor organization informs the contractor and the County in writing that it is seeking to become the exclusive bargaining representative of the employees essential to the delivery of Services, the County will notify the contractor and the labor organization within seven (7) days that they must jointly submit to the County a Labor Harmony Plan to avoid service disruption (hereinafter, the "Notice"). If, after ninety (90) calendar days from the date of Notice, the contractor and the labor organization have not reached an agreement on a labor harmony plan and submitted it to the County, then the arbitration provision contained in Section V, below, shall apply.
- C. If the same labor organization is subsequently certified as the exclusive bargaining representative for the contractor's employees who are essential to the delivery of Services during the course of the term of a contract for Services, an updated Labor Harmony Plan jointly agreed to by the contractor and that exclusive bargaining representative must be submitted to the County by the contractor within ninety (90) calendar days from the date of certification of the labor organization as the exclusive bargaining representative or from the date of its voluntary recognition. If, after ninety (90) calendar days from the date of certification or recognition, the contractor and the labor organization have not reached an agreement on a labor harmony plan and submitted it to the County, then the arbitration provision contained in Section V, below, shall apply.

The Labor Harmony Plan must be signed by the contractor and the labor organization or collective bargaining representative, as the case may be, and may (but is not required to) be contained in a collective bargaining agreement signed by the employer and the representative if that agreement includes a No Service Disruption Guarantee and if it will be in effect during the full term of a contract for Services. A collective bargaining agreement that will expire before the end of the contract period may only serve as the Labor Harmony Plan if it is supplemented by a Labor Harmony Plan signed by the employer and the representative that addresses how the contractor will make every good faith effort to resolve labor disputes without disrupting contracted-for services during the portion of the contract period not covered by the agreement.

### III. SANCTIONS FOR NONCOMPLIANCE

- A. Any efforts by the County to bring applicable service contractors into compliance with these requirements must be consistent with the County's proprietary interest in preventing or mitigating disruptions in Services caused by labor unrest.
- B. A Contractor's failure to submit a No Service Disruption Guarantee and, unless exempted under Section VI below, a Labor Harmony Plan to the County in accordance with these requirements may result in a denial of that contractor's application to contract for Services.

- C. A Contractor's failure to maintain its No Service Disruption Guarantee and, unless exempted under Section VI below, to follow its Labor Harmony Plan may result in the mid-term termination of that contractor's contract for Services.
- D. In addition, the County may, in its sole discretion, deduct from the compensation that would otherwise have been paid to a contractor of Services the cost to the County of mitigating the impact on its clients caused by disruption of Services in violation of the contractor's No Service Disruption Guarantee.
- E. If the contractor and an exclusive bargaining representative, if any, do not take progressively responsible steps to restore Services within a reasonable period of time after a service disruption caused by labor unrest, such determination to be made in the sole and absolute discretion of the County, the County may terminate the contractor's contract for cause.
- F. A history of disruptions to Services due to labor unrest may also result in a disqualification of the contractor from the award of future County contracts for Services.

#### **IV. APPEALS OF SANCTIONS**

A contractor may choose to appeal the imposition of the sanctions described above, such appeal to be submitted in writing to the Director of the Snohomish County Human Services Department within thirty (30) calendar days of their assessment by the County. All appeals will be reviewed and decided within 15 calendar days of submittal by a panel of three (3) persons appointed by the County Executive, one of whom shall be the Director of the Snohomish County Human Services Department. None of the three (3) persons shall be employed by either the contractor or the labor organization. The review on appeal shall be limited to whether there was a reasonable basis for the original imposition of sanctions. The decision of the panel will be final, after which no further appeals will be accepted by the County.

#### **V. ARBITRATION PROCEDURES**

If a contractor and a labor organization or collective bargaining representative cannot agree on a Labor Harmony Plan as provided in §§ II.B and II.C above, either or both may submit the matter to a neutral third-party arbitrator. The arbitrator's decision will not in any way establish the terms of a collective bargaining agreement unless both parties agree to the terms.

In determining the appropriateness and efficacy of the parties' proposals, the arbitrator shall compare the parties' proposals with agreements entered into by other employers and labor organizations involving services similar to the Services under similar working conditions and with other similarly situated employees in comparable communities in the state of Washington unless an inadequate number of

comparable employers exists within the state of Washington, in which case comparable communities in the Pacific Northwest may be considered.

## VI. EXEMPTIONS

- A. When the employees of a contractor who are essential to the delivery of Services are not represented by an exclusive bargaining representative and when no labor organization has notified the contractor that it is seeking to become the exclusive bargaining representative of those employees, a contractor will be exempted from submitting a Labor Harmony Plan.
- B. The County may, in its sole and absolute discretion, determine that its proprietary interests may be harmed if it refuses to contract with a contractor as a result of this policy. Among the factors that the County may consider in making this determination are whether the County has the ability to contract with another contractor that:
  - 1. Could provide the same Services with comparable cost and quality;
  - 2. Has a record of avoiding labor unrest, and
  - 3. Has, if applicable, submitted a Labor Harmony Plan to the County.
- C. In addition, if the labor organization or collective bargaining representative refuses to engage in arbitration with a contractor after the contractor's efforts to meet have been rebuffed and the contractor has requested arbitration, the contractor may be relieved of its obligation to engage in arbitration to develop its Labor Harmony Plan.

## VII. SEVERABILITY

If any section, subsection, sentence, clause, phrase, portion or part of these written contracting policies is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of these policies.

**ATTACHMENT A, EXHIBIT E**

**NO SERVICE DISRUPTION GUARANTEE**

This Contract is subject to the provisions of SCC 2.400.067 and the Labor Harmony Requirements, Exhibit E. Those requirements include but are not limited to the following:

- A. The Contractor agrees to maintain appropriate levels of Services at all times in order to prevent disruptions caused by labor unrest at all times specified in the Statement of Work, Exhibit B or amended Exhibit B. In addition, the Contractor agrees to work jointly with the Department of Human Services to mitigate the impact on recipients of any disruptions in Services that may occur despite the Contractor's best efforts to avoid them.
- B. This No Service Disruption Guarantee is a material element of the Contract. Failure of the Contractor to comply with this Guarantee shall be deemed a breach of the Contract. The specific requirements, possible alternatives, sanctions for non-compliance, and appeals process described in Exhibit E shall apply to this Contract.
- C. A signed, enforceable agreement (including but not limited to a collective bargaining agreement) between the Contractor and the exclusive bargaining representative of the Contractor's employees who are essential to the delivery of Services may substitute for the Contractor's signing of a No Service Disruption Guarantee, provided:
  - 1. The signed agreement includes a No Service Disruption Guarantee;
  - 2. Both the Contractor and the exclusive bargaining representative agree to the substitution; and
  - 3. The agreement is valid for the duration of this Contract.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name and Title

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If a signed, enforceable agreement between the Contractor and the exclusive bargaining representative that includes a No Service Disruption Guarantee is submitted with this Contract in lieu of the signing of this No Service Disruption Guarantee, initial here \_\_\_\_\_.

# *Index #10*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: January 13, 2014**

<b>AGENDA ITEM:</b> Supplemental Agreement No. 2 with ECCOS DESGIN LLC- Contract Extension	
<b>PREPARED BY:</b> Jim Ballew	<b>DIRECTOR APPROVAL:</b>
<b>DEPARTMENT:</b> Parks and Recreation	
<b>ATTACHMENTS:</b> Supplemental Agreement	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b> \$0.00

**SUMMARY:**

This Supplemental Agreement is for a time extension for the Professional Services Agreement (PSA) with ECCOS Design LLC for the Comeford Park Spray Park Project. This contract amendment will provide for time to complete the design. The PSA was signed on April 8, 2013 and was extended through Amendment No. 1 to December 31, 2013. Amendment #2 will support completion of design and project oversight during construction when needed.

**RECOMMENDED ACTION:**

Authorize the Mayor to sign the Supplemental Agreement No. 2 with ECCOS DESIGN LLC to provide for a contract extension through June 30, 2014

**SUPPLEMENTAL AGREEMENT No. 2  
TO  
PROFESSIONAL SERVICES AGREEMENT  
FOR  
CITY OF MARYSVILLE  
AND ECCOS DESIGN LLC.**

This Supplemental Agreement No. 2 is made and entered into on the 14th day of January, 2014, between the City of Marysville, hereinafter called the "City" and Eccos Design LLC, hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for [insert description of project], hereinafter called the "Project," said Agreement being dated April 8, 2013; and

WHEREAS, both parties desire to supplement said Agreement, by expanding the Scope of Services to provide for additional time and to amend the total amount payable for this Agreement,

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

Each and every provision of the Original Agreement for Professional Services dated April 8, 2013 and extended through Amendment No. 1 December 31, 2103 shall remain in full force and effect, except as modified in the following sections:

1. Article II of the Original Agreement, "SCOPE OF SERVICES", shall be supplemented to include the Scope of Services as described in Exhibit A1, attached hereto and by this reference made part of this Supplemental Agreement No. 1.

2. Article IV of the Original Agreement, "PAYMENTS",

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

Original Agreement	\$15,200
Supplemental Agreement No.1	\$0.00
 Grand Total	 \$15,200

3. Article III, Section 3.3 of the Original Agreement, "Term", is amended to provide that. "The term of this Agreement shall commence upon issuance of notice to proceed and shall terminate at midnight June 30, 2014.

IN WITNESS WHEREOF, the parties hereto have executed this SUPPLEMENTAL AGREEMENT NO. 1 as of the day and year first above written.

CITY OF MARYSVILLE

ECCOS DESIGN LLC

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

By: \_\_\_\_\_  
Its \_\_\_\_\_

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Marysville City Attorney

# *Index #11*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 01/13/14**

<b>AGENDA ITEM:</b> Transportation Improvement Board Grant Agreements	
<b>PREPARED BY:</b> John Cowling	<b>DIRECTOR APPROVAL:</b> 
<b>DEPARTMENT:</b> Public Works Engineering	
<b>ATTACHMENTS:</b> Fuel Tax Grant Distribution Agreements (2 copies) Project Funding Status Form	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>

**SUMMARY:**

The City of Marysville was awarded Transportation Improvement Board (TIB) Funds in the amount of \$3,000,000 in November, 2013 toward the State Avenue, 116<sup>th</sup> St. NE to 136<sup>th</sup> St. NE project. The project will complete the section of roadway from its current three lane section to a full five lane section, adding curb/gutter, sidewalk and lighting on the east side.

In order to receive approval from TIB to start being reimbursed for expenses, the City must sign and return the copies of the Fuel Tax Grant Distribution Agreements and the Project Funding Status Form. Funding will not be available until after these documents are returned to TIB.

<b>RECOMMENDED ACTION:</b>
Staff recommends City Council authorize the Mayor to sign the Fuel Tax Grant Agreements and Project Funding Status Form for TIB Grant funding of the State Ave. 116 <sup>th</sup> St. NE to 136 <sup>th</sup> St. NE Project



City of Marysville  
8-1-143(008)-1  
State Avenue  
116th St NE to 136th St NE

STATE OF WASHINGTON  
TRANSPORTATION IMPROVEMENT BOARD  
AND  
City of Marysville  
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the State Avenue, 116th St NE to 136th St NE (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Marysville, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

TIB hereby grants funds in the amount of \$3,000,000 for the project specified above, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable



amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

#### 5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

#### 6.0 AMENDMENTS

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

#### 7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

#### 8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

#### 9.0 DEFAULT AND TERMINATION

##### 9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

##### 9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

### 9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

### 9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

### 10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

### 11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for costs incurred in excess of the grant amount. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the original ratio between TIB funds and total project costs.



## 12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

## 13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph 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, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

## 14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form  
Attorney General

By:

Signature on file

\_\_\_\_\_  
Guy Bowman  
Assistant Attorney General

Lead Agency

Transportation Improvement Board

\_\_\_\_\_  
Signature of Chairman/Mayor                      Date

\_\_\_\_\_  
Executive Director                                      Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name



## Transportation Improvement Board Project Funding Status Form

Agency: **MARYSVILLE**

TIB Project Number: **8-1-143(008)-1**

Project Name: **State Avenue  
116th St NE to 136th St NE**

Verify the information below and revise if necessary.

Return to:  
Transportation Improvement Board  
PO Box 40901  
Olympia, WA 98504-0901

### PROJECT SCHEDULE

	Target Dates
Construction Approval Date	
Contract Bid Award	<b>Jun 2014</b>
Contract Completion	<b>Dec 2014</b>

### PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
<b>MARYSVILLE</b>	<b>1,279,440</b>	
WSDOT	0	
Federal Funds	0	

# *Index #12*

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

**CITY COUNCIL MEETING DATE: January 13, 2013**

AGENDA ITEM: Repeal Chapter 7.04 MMC <i>Unsanitary Conditions – Nuisances</i> and amend MMC 6.24.050 adding subsections (30) through (34)	AGENDA SECTION: New Business	
PREPARED BY: Chris Holland, Planning Manager	APPROVED BY:	
ATTACHMENT: Adopting Ordinance		
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

**DESCRIPTION:**

Chapter 7.04 MMC *Unsanitary Conditions – Nuisances*, was adopted in 1894. Many of the provisions of this chapter are outdated and inconsistent with other portions of the penal, nuisance and animal code. Therefore, staff is proposing to repeal Chapter 7.04 MMC *Unsanitary Conditions – Nuisances*, in its entirety and amend MMC 6.24.050 *Type of nuisances*, adding subsections (30) through (34). The additional public nuisances are taken from Chapter 7.04 MMC, which is proposed to be repealed.

**RECOMMENDED ACTION:**

Approve the Ordinance repealing Chapter 7.04 *Unsanitary Conditions – Nuisances*, in its entirety, and amend Marysville Municipal Code 6.24.050 adding subsections (30) through (34).

**COUNCIL ACTION:**

**CITY OF MARYSVILLE**  
**Marysville, Washington**  
**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, REPEALING MARYSVILLE MUNICIPAL CODE (MMC) CHAPTER 7.04 ENTITLED "UNSANITARY CONDITION-NUISANCES;" AND AMENDING MMC SECTION 6.24.050 ENTITLED "TYPES OF NUISANCES" ADDING SUBSECTIONS (30) THROUGH (34); PROVIDING FOR SEVERABILITY; AND EFFECTIVE DATE.**

WHEREAS, the City Council finds that it is in the public interest to update the Municipal code to repeal outdated code provisions be consistent with other provisions of the Municipal Code and State Law.

**NOW THEREFORE, the City Council of the City of Marysville, Washington do ordain as follows:**

**Section 1. MMC Chapter 7.04 entitled "UNSANITARY CONDITIONS – NUISANCES " is hereby REPEALED in its entirety:**

~~**Chapter 7.04**~~  
~~**UNSANITARY CONDITIONS – NUISANCES**~~

Sections:

- ~~7.04.010 Offensive and unsanitary premises for animals.~~
- ~~7.04.020 Accumulation of manure – Penalty.~~
- ~~7.04.030 Offensive privy, pool, yard – Penalty.~~
- ~~7.04.040 Obstructing waterways so as to cause stagnation – Penalty.~~
- ~~7.04.050 Allowing stagnant water to stand on premises – Penalty.~~
- ~~7.04.060 Depositing filth and dead animals within city limits – Penalty.~~
- ~~7.04.070 Order of abatement on conviction.~~
- ~~7.04.080 Failure to abate on order – Penalty.~~
- ~~7.04.090 Procedure for abatement – Costs as lien.~~
- ~~7.04.100 Service of notice to abate – Penalty for failure.~~
- ~~7.04.110 Person defined.~~
- ~~7.04.120 Him defined.~~

~~**7.04.010 Offensive and unsanitary premises for animals.**~~

~~All pens, stables, barns, kennels, yards and other premises where animals are confined or kept for private or commercial purposes shall be maintained in a clean condition so as to avoid unhealthy conditions for the animals or accumulation of animal waste; provided, however, said requirements shall not pertain to customary~~

farm or agricultural practices. Any person who owns, occupies or has charge of premises which violate this section shall be deemed guilty of maintaining a nuisance and shall be punished by a fine not to exceed \$300.00 or by imprisonment not to exceed three months, or by both such fine and imprisonment. (Ord. 1828, 1991; Ord. 65 § 1, 1894).

**7.04.020 Accumulation of manure – Penalty.**

Whoever shall suffer or permit to accumulate on any premises owned or occupied by him or under his control, any manure in such manner as to emit noxious, disagreeable or offensive odors to the annoyances or detriment of any family or person, or shall place the contents of any privy vault in or upon any public street, alley or common, shall be deemed guilty of maintaining a nuisance; and on conviction, shall be punished by a fine not less than \$5.00 nor more than \$25.00, or by imprisonment for a period not exceeding 10 days. (Ord. 65 § 2, 1894).

**~~7.04.030 Offensive privy, pool, yard—Penalty.~~**

Whoever shall suffer or permit any cellar, vault, drain, pool, privy, sewer, yard, ground or premises, owned or occupied by him or under his control, to become, from any cause, nauseous, foul or offensive, or injurious to the public health, or unpleasant or disagreeable to adjacent residents or persons, shall be deemed guilty of permitting or maintaining a nuisance and, on conviction, shall be punished by a fine not less than \$5.00 nor more than \$25.00, or by imprisonment for a period not exceeding 10 days. (Ord. 65 § 3, 1894).

**~~7.04.040 Obstructing waterways so as to cause stagnation—Penalty.~~**

Whoever shall place, erect or maintain any obstructions in or across any watercourse, stream, brook or ravine, or other place, so as to cause water to stand or stagnate therein, or shall place or deposit therein any noxious or offensive matter or any straw, hay, manure or dead animal, or other particle or substance, or whoever shall by any means dam or obstruct any sewer drain or gutter shall be deemed guilty of creating and maintaining a nuisance and, upon conviction, shall be punished by a fine not less than \$5.00 nor more than \$25.00, or by imprisonment for a period not exceeding 10 days. (Ord. 65 § 4, 1894).

**~~7.04.050 Allowing stagnant water to stand on premises—Penalty.~~**

Whoever shall suffer or permit any water to stand upon any premises owned, occupied or controlled by him, so that the same shall become stagnant, foul, offensive or injurious to the public health, shall be deemed guilty of maintaining a nuisance and, upon conviction, shall be punished by a fine not less than \$5.00 nor more than \$25.00, or by imprisonment for a period of not more than 10 days. (Ord. 65 § 5, 1894).

**~~7.04.060 Depositing filth and dead animals within city limits — Penalty.~~**

~~Whoever shall deposit or place in or upon any premises, public or private, enclosed or common, within the city, any vegetable or animal matter or filth of a character likely to affect the public health, or to produce offensive odors, and whoever shall place or deposit in or upon any such premises the carcass of any dead animal to be or remain unburied within the city limits for more than 24 hours after its death, shall be deemed guilty of creating and maintaining a nuisance and, upon conviction, shall be punished by a fine not less than \$5.00 nor more than \$25.00, or by imprisonment not exceeding 10 days. (Ord. 65 § 6, 1894).~~

**~~7.04.070 Order of abatement on conviction.~~**

~~When judgment shall be rendered against any person creating or maintaining a nuisance, it shall be the duty of the court, before whom such conviction shall be had, to order the defendant in such suit to forthwith abate and remove such nuisances, and if the same be not done by such defendant within 24 hours, the same shall be abated and removed under the direction of the chief of police. Said order shall be entered upon the docket of the court and be made part of the judgment in the cause. (Ord. 65 § 9, 1894).~~

**~~7.04.080 Failure to abate on order — Penalty.~~**

~~Any person, having been found guilty of creating or maintaining any nuisance, who shall neglect or fail to abate and remove such nuisance within 24 hours next after his conviction thereof, shall be subject to a fine of not less than \$5.00 nor more than \$25.00, or to imprisonment for a period not exceeding 10 days. (Ord. 65 § 10, 1894).~~

**~~7.04.090 Procedure for abatement — Costs as lien.~~**

~~The chief of police is authorized, whenever nuisances shall exist within the city, to notify the person owning, controlling, occupying or in charge of the premises upon which the nuisance exists, to abate the same within two days; and if the same is not abated within said time then it shall be the duty of the chief of police to abate the same, and the expenses thereof shall be assessed against the said property and shall become a lien thereon, and the owner, occupier or person in control, or who has charge of said property, shall become liable to the city for the amount thereof, and said lien may be enforced and foreclosed by an action brought in the name of the city of Marysville, by the city attorney, and the city attorney shall receive therefor a fee of \$25.00 which shall also become a lien upon the property. (Ord. 65 § 11, 1894).~~

**~~7.04.100 Service of notice to abate — Penalty for failure.~~**

~~It shall be the duty of the chief of police, whenever he shall have notice of the existence of a nuisance in the city, to notify the owner or person who has control of,~~

or who occupies the premises upon which the nuisance is situated, to vacate and abate the same, and any person who shall violate the terms of any notice of service upon him in pursuance herein, shall upon conviction be punished by a fine not less than five nor more than \$25.00, or by imprisonment for a period not exceeding 10 days. (Ord. 65 § 12, 1894).

**~~7.04.110 Person defined.~~**

~~Whenever the word "person" occurs or is used in this chapter, it applies to a corporation, company, or person as the case may be. (Ord. 65 § 13, 1894).~~

**~~7.04.120 Him defined.~~**

~~Whenever "him" is used in this chapter, it means him, her, or them, as the case may be. (Ord. 65 § 14, 1894).~~

**Section 2. MMC 6.24.050 entitled "Types of nuisances" is hereby amended to add subsections (30) through (34) to read as follows (All other provisions of 6.24.050 remain in effect and unchanged):**

(30) Whoever shall suffer or permit to accumulate on any premises owned or occupied by him or under his control, any feces in such manner as to emit noxious, disagreeable or offensive odors to the annoyances or detriment of any family or person, or shall place the contents of any privy vault in or upon any public street, alley or common, shall be deemed guilty of maintaining a public nuisance.

(31) Whoever shall suffer or permit any cellar, vault, drain, pool, privy, sewer, yard, ground or premises, owned or occupied by him or under his control, to become, from any cause, nauseous, foul or offensive, or injurious to the public health, or unpleasant or disagreeable to adjacent residents or persons, shall be deemed guilty of permitting or maintaining a public nuisance.

(32) Whoever shall suffer or permit any water to stand upon any premises owned, occupied or controlled by him, so that the same shall become stagnant, foul, offensive, or injurious to the public health, shall be deemed guilty of maintaining a public nuisance.

(33) All pens, stables, barns, kennels, yards and other premises where animals are confined or kept for private or commercial purposes shall be maintained in a clean condition so as to avoid unhealthy conditions for the animals or accumulation of animal waste; provided, however, said requirements shall not pertain to customary farm or agricultural practices. Any person who owns, occupies or has charge of premises which violate this section shall be deemed guilty of maintaining a public nuisance.

(34) Whoever shall deposit or place in or upon any premises, public or private, enclosed or common, within the city, any vegetable or animal matter or filth of a character likely to affect the public health, or to produce offensive odors, and whoever shall place or deposit in or upon any such premises the carcass of any dead animal to be or remain unburied within the city limits for more than 24 hours after its death, shall be deemed guilty of creating and maintaining a public nuisance.

**Section 3. Severability.** If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

**Section 4. Effective Date.** This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

CITY OF MARYSVILLE

By: \_\_\_\_\_  
JON NEHRING, MAYOR

Attest:

By: \_\_\_\_\_  
APRIL O'BRIEN, DEPUTY CITY CLERK

Approved as to form:

By: \_\_\_\_\_  
GRANT K. WEED, CITY ATTORNEY

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

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

# *Index #13*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: January 13, 2013**

<b>AGENDA ITEM:</b> Amend portions of the Marysville Municipal Code to allow consistency in enforcement and penalty procedures outlined in Chapter 4.02 MMC <i>Enforcement Procedures</i>	<b>AGENDA SECTION:</b> New Business	
<b>PREPARED BY:</b> Chris Holland, Planning Manager	<b>APPROVED BY:</b>	
<b>ATTACHMENTS:</b> 1. Ordinance 2873 2. Adopting Ordinance		
	MAYOR	CAO
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>	

**DESCRIPTION:**

In 2011, Marysville City Council adopted Ordinance 2873, amending the enforcement procedures in Chapter 4.02 MMC and public nuisances in Chapter 6.24 MMC. Since adoption of Ordinance 2873 staff has noticed inconsistencies, which has made enforcement and penalties difficult to enforce. Attached is an ordinance that would eliminate discrepancies and revise the penalty provisions referenced in MMC 4.02.040 to have consistency in the MMC.

In addition to amending the MMC to be consistent, all third and subsequent violations of the schedule outlined in MMC 4.02.040(3)(g)(ii), are proposed to be a misdemeanor.

**RECOMMENDED ACTION:**

Approve the Ordinance amending portions of the Marysville Municipal Code to allow consistency in enforcement and penalty procedures outlined in Chapter 4.02 *Enforcement Procedures*.

**COUNCIL ACTION:**

**CITY OF MARYSVILLE**  
**Marysville, Washington**

**ORDINANCE 2873**

**AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, AMENDING PORTIONS OF MARYSVILLE MUNICIPAL CODE CHAPTER 4.02 ENTITLED “ENFORCEMENT PROCEDURES” AND CHAPTER 6.24 ENTITLED “PUBLIC NUISANCE” ; PROVIDING FOR SEVERABILITY; AND EFFECTIVE DATE.**

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. MMC Chapter 4.02 entitled “ENFORCEMENT PROCEDURES” 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. 2763 § 1, 2009; 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 22G.060 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 Chapter 7.48 RCW and Chapters 6.24, 6.25 and 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 (MMC Title 22), construction code regulations (MMC Title 16), water, sewer, and storm water regulations (MMC Title 14), business license regulations (MMC Title 5), noise regulations (Chapter 6.76 MMC), health and sanitation regulations (MMC Title 7), fire regulations (MMC Title 9), animal control regulations (MMC Title 10), abandoned, unauthorized, and junk vehicle regulations (Chapter 11.36 MMC), and any other violation of the Marysville Municipal Code that poses a threat to the public health, safety or welfare.
- (8) "Screened from public view" means sight-obscuring fencing and/or landscaping is installed around the area or objects. (Ord. 2763 § 1, 2009; Ord. 2045 § 1, 1995).

#### **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. 2763 § 1, 2009; 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 proceedings 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; MMC Title 5 (Business Regulations and Licenses), including without limitation MMC 5.02.140, 5.20.080 and 5.52.090; MMC Title 6 (Penal Code), including without limitation Chapter 6.24 MMC; MMC Title 7 (Health and Sanitation), including without limitation MMC 7.04.010 through 7.04.100; MMC Title 9 (Fire); MMC Title 11 (Traffic), including without limitation MMC 11.36.040; MMC Title 12 (Streets and Sidewalks), including without limitation MMC 12.08.040, Chapter 12.12 MMC, MMC 12.20.010, Chapter 12.24 MMC, MMC 12.36.020 through 12.36.030 and 12.40.020 through 12.40.030; MMC Title 14 (Water and Sewers), including without limitation Chapters 14.15, 14.16, 14.17 and 14.21 MMC; MMC Title 16 (Building); and MMC Title 22 (Unified Development Code);
- (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;
- (f) File a lien against the property for costs of abatement and/or civil fines;
- (g) Issue civil infractions:
  - (i) Except as otherwise provided herein, 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	
Code Provisions		Noncommercial	Commercial	Noncommercial	Commercial
Title	Chapter				
4 Enforcement Code	4.02 Enforcement Procedures	\$300	\$500	\$600	\$1,000
5	5.02	\$150	\$250	\$300	\$500

Business Regulations and Licenses	Business Licenses				
6 Penal Code	6.24 Public Nuisances	\$150	\$250	<b>Second violation</b> \$300 <b>*third violation</b> <b>see</b> <u>4.02.040 3 g iii below</u>	<b>Second violation</b> <b>\$500</b> <b>* third violation</b> <b>see</b> <u>4.02.040 3 g iii below</u>
	6.76 Noise Regulation	\$150	\$250	\$300	\$500
7 Health and Sanitation	7.04 Unsanitary Conditions – Nuisances	\$150	\$250	\$300	\$500
	7.08 Garbage Collection	\$150	\$250	\$300	\$500
9 Fire	9.04 Fire Code	\$150	\$250	\$300	\$500
12 Streets and Sidewalks	12.24 Sidewalks – Dangerous Conditions	\$150	\$250	\$300	\$500
	12.36 Vegetation	\$150	\$250	\$300	\$500
	12.40 Clean Condition of Public Right-of-Way	\$150	\$250	\$300	\$500
14 Water and Sewers	14.01 General Provisions	\$150	\$250	\$300	\$500
	14.15 Controlling Stormwater Runoff from New Development, Redevelopment, and Construction Sites	\$150	\$250	\$300	\$500

	14.16 Operation and Maintenance of Public Storm Drainage Systems	\$150	\$250	\$300	\$500
	14.17 Operation and Maintenance of Private Storm Drainage Systems	\$150	\$250	\$300	\$500
		Plus any costs incurred for the maintenance of failed private stormwater systems.			
	14.21 Illicit Discharge Detection and Elimination (IDDE)	\$150	\$250	\$300	\$500
		Plus city's costs for abatement, sampling and/or monitoring.			
16 Building	16.04 Building Code	\$150	\$250	\$300	\$500
22 Unified Development Code	Title 22C Land Use Standards	\$150	\$250	\$300	\$500
	22E.010 Critical Areas Management	\$250	\$350	\$500	\$700
	22D.050 Clearing, Grading, Filling and Erosion Control	\$250	\$350	\$500	\$700

~~(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 Infracrion Rules for Courts of Limited Jurisdiction (IRLJ) and local court rules for Marysville municipal court; and/or~~

\* (iii) Criminal violations for third and subsequent violations of Chapter 6.24 Public Nuisance will be pursuant MMC 6.24.040 and through Marysville municipal court as set forth in the Marysville Municipal Code, state law, the Washington State Court Rules(CrRLJ) Limited Jurisdiction Court Rules and local court rules for Marysville municipal court; and/or 4.01.040 (4); and /or

(iv) 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 Infracrion Rules for Courts of Limited Jurisdiction (IRLJ) and local court rules for Marysville municipal court; and/or

(h) Mitigate civil fines.

(i) 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.

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

(iii) 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.

(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; MMC Title 5 (Business Regulations and Licenses), including without limitation MMC 5.02.140, 5.20.080 and 5.52.090; MMC Title 6 (Penal Code), including without limitation Chapter 6.24 MMC; MMC Title 7 (Health and Sanitation), including without limitation MMC 7.04.010 through 7.04.100; MMC Title 9 (Fire); MMC Title 11 (Traffic), including without limitation MMC 11.36.040; MMC Title 12 (Streets and Sidewalks), including without limitation MMC 12.08.040, Chapter 12.12 MMC, MMC 12.20.010, Chapter 12.24 MMC, MMC 12.36.020 through 12.36.030 and 12.40.020 through 12.40.030; MMC Title 14 (Water and Sewers), including without limitation Chapters 14.15, 14.16, 14.17 and 14.21 MMC; MMC Title 16 (Building); and MMC Title 22 (Unified Development Code).

(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; MMC Title 5 (Business Regulations and Licenses), including without limitation MMC 5.02.140, 5.20.080 and 5.52.090; MMC Title 6 (Penal Code), including without limitation Chapter 6.24 MMC; MMC Title 7 (Health and Sanitation), including without limitation MMC 7.04.010 through 7.04.100; MMC Title 9 (Fire); MMC Title 11 (Traffic), including without limitation MMC 11.36.040; MMC Title 12 (Streets and Sidewalks), including without limitation MMC 12.08.040, Chapter 12.12 MMC, MMC 12.20.010, Chapter 12.24 MMC, MMC 12.36.020 through 12.36.030 and 12.40.020 through 12.40.030; MMC Title 14 (Water and Sewers), including without limitation Chapters 14.15, 14.16, 14.17 and 14.21 MMC; MMC Title 16 (Building); and MMC Title 22 (Unified Development Code).

(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;

(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 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 pursuant to subsection (9) of this section.

(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 or permanent 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; MMC Title 5 (Business Regulations and Licenses), including without limitation MMC 5.02.140, 5.20.080 and 5.52.090; MMC Title 6 (Penal Code), including without limitation Chapter 6.24 MMC; MMC Title 7 (Health and Sanitation), including without limitation MMC 7.04.010 through 7.04.100; MMC Title 9 (Fire); MMC Title 11 (Traffic), including without limitation MMC 11.36.040; MMC Title 12 (Streets and Sidewalks), including without limitation MMC 12.08.040, Chapter 12.12 MMC, MMC 12.20.010, Chapter 12.24 MMC, MMC 12.36.020 through 12.36.030 and 12.40.020 through 12.40.030; MMC Title 14 (Water and Sewers), including without limitation Chapters 14.15, 14.16, 14.17 and 14.21 MMC; MMC Title 16 (Building); and MMC Title 22 (Unified Development Code) 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. 2816 § 2, 2010; Ord. 2763 § 1, 2009; 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. 2763 § 1, 2009; Ord. 2045 § 1, 1995).

**Section 2. MMC Chapter 6.24 entitled “PUBLIC NUISANCES” is hereby amended to read as follows:**

**Chapter 6.24  
PUBLIC NUISANCES**

Sections:

- 6.24.010 Purpose and intent.
- 6.24.020 Definitions.
- 6.24.030 Statutes incorporated by reference.
- 6.24.040 Penalties and enforcement.
- 6.24.050 Types of nuisances.
- 6.24.060 Forced abatement.

**6.24.010 Purpose and intent.**

The purpose of this chapter is to create a system to maintain and protect the health, safety and welfare of the citizens of the city of Marysville and to establish the means by which compliance shall be accomplished. (Ord. 2046 § 1, 1995).

**6.24.020 Definitions.**

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

(1) "Abate" means to repair, replace, remove, destroy, correct or otherwise remedy the condition in question by such means and in such a manner and to such an extent as the director's judgment determines is necessary in the interest of the general safety and welfare of the community.

(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 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) "Nuisance" is the unlawful performance of an act or omission to perform a duty, which act or omission either annoys, injures or endangers the comfort, repose, health or safety of others, offends decency, or unlawfully interferes with, obstructs or tends to obstruct, or render dangerous for passage, any lake or navigable river, bay, stream, canal or basin, or any public park, square, street or highway; or in any way renders other persons insecure in life, or in the use of property.

(4) "Person" means any natural person, organization, corporation or partnership and their agents, representatives or assigns.

(5) "Premises" means any building, lot, parcel, real estate, land or portion thereof whether improved or unimproved, including adjacent sidewalks and parking strips.

(6) "Public nuisance" is a nuisance that affects equally the rights of an entire community or neighborhood, although the extent of the damage may be unequal. (Ord. 2046 § 1, 1995).

#### **6.24.030 Statutes incorporated by reference.**

The following statutes regarding public nuisances are incorporated by reference:

RCW

9.66.010 Public nuisance.

9.66.020 Unequal damage.

9.66.030 Maintaining or permitting nuisance.

9.66.050 Deposit of unwholesome substance; or establishment of detrimental business.

(Ord. 2046 § 1, 1995).

#### **6.24.040 Penalties and enforcement.**

The director and/or the Marysville Police Chief/Department is charged with enforcement of the provisions of this chapter. It shall be unlawful for any person to allow a "public nuisance" upon any premises within the city of Marysville. Such violations shall be corrected by any reasonable and lawful means as provided in this chapter or titles, chapters, and sections of the MMC.

(1) It is unlawful for any responsible person or owner to permit, maintain, suffer, carry on or allow a public nuisance to exist, as defined by this chapter, upon his/her premises any act or thing declared a nuisance by this chapter.

(2) The first and second violations shall be a civil infraction under MMC Chapter 4.02.040 in the amounts set forth in MMC 4.02.040 (g) (ii) and (iii).

(3) The third and subsequent violation of this chapter by the same responsible person within three years of his/her first violation are a criminal misdemeanor and shall carry a penalty of not more

than \$1000 (plus costs and assessments) in which \$500 shall be the minimum, or 90 days in jail, or both.

~~(2) A violation of this chapter shall be a misdemeanor and shall be punishable by a penalty not to exceed \$1,000, in addition to any civil remedies for abatement and collection for the expense thereof.~~

~~(3) If the same responsible person is found to be in violation of this chapter within three years of his/her first violation, such violation and any other subsequent violation shall carry a penalty of not more than \$1,000 in which \$150.00 shall be the minimum, or 90 days in jail, or both.~~

(4) Each day the violation is in existence may be considered a separate violation. (Ord. 2046 § 1, 1995).

#### **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, or 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 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, pursuant to Chapter 6.25 MMC.

(11) Abandoned and junk vehicles as defined by MMC 11.36.030.

(12) Nonoperational or unused automobiles or parts thereof, or other articles of personal property which are discarded or left in a state of partial construction or repair for longer than 30 days, in any front yard, side yard, rear yard or vacant lot unless screened from public view from the adjacent frontage street or streets. "Nonoperational or unused automobile" means an automobile 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) Has overgrown vegetation or garbage or debris collecting underneath; or

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

(13) 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, or rear yard of a residential lot within a platted subdivision unless screened from public view from the adjacent frontage street or streets.

(14) 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.

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

(16) 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.

(17) Any catastrophic or fire-damaged premises which have not been secured from entry and from which all debris has not been removed and properly discarded as directed by the fire marshal and building official.

(18) 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.

(19) 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 off the source premises unless expressly approved by the city of Marysville.

(20) Open storage on premises except:

(a) As expressly permitted in MMC Title 22C;

(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;

(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 months; and

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

(21) 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 preventative measures to protect buildings and premises from future infestations.

(22) Sidewalks, walkways, stairs, driveways, parking spaces and similar areas on private property that are accessible to the general public, containing hazardous conditions or violations of approved site or plot plans and barrier-free accessible parking requirements so as to endanger public health, safety or welfare.

(23) Any hazard tree, as substantiated by a certified arborist or other recognized tree professional, that threatens public health, safety or welfare.

(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) Automobile parking on a residential lot within a platted subdivision that are not on improved all-weather surfaces or an approved driveway if located in the front yard.

(26) Recreational vehicles, boats, and trailer parking on a residential lot within a platted subdivision that is not on an improved all-weather surface or an approved driveway if located in the front yard. 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.

(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 MMC Title 22C or when equipment is used in conjunction with a permitted or allowed project.

(28) Heavy commercial equipment and vehicles used for commercial purposes exceeding 6,000 pounds that is not allowed to 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 MMC Title 22C, or when equipment or vehicles are used in conjunction with an ongoing permitted or allowed project, or to personal property and equipment that is primarily used on site for improvements and maintenance of the property.

(29) Temporary or portable structures, such as portable storage tents, temporary canopies, or other similar structures, which are not removed within 72 hours, when located within the front yard. (Ord. 2763 § 2, 2009; Ord. 2046 § 1, 1995).

**6.24.060 Forced abatement.**

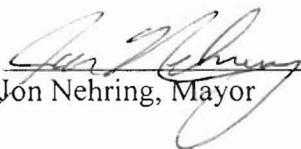
If, within 10 days after receiving a written notice and order in accordance with MMC Title 4, any person owning, occupying or controlling such premises who fails, neglects or refuses to correct said nuisance shall be found to be in violation of this chapter. The director may order said nuisance to be removed or abated per MMC Title 4 and all indebtedness to the city for removal shall be paid by the violator(s). Such cost and charges to be recovered by a civil action brought by the city against the violator pursuant to MMC Title 4. (Ord. 2046 § 1, 1995)

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

**Section 3. Effective Date.** This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this 26<sup>th</sup> day of September, 2011.

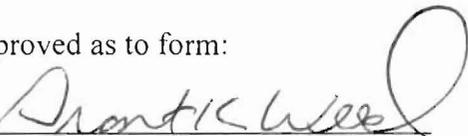
CITY OF MARYSVILLE

By   
Jon Nehring, Mayor

ATTEST:

By   
April O'Brien, Deputy City Clerk

Approved as to form:

By   
Grant Weed, City Attorney

Date of Publication: September 28, 2011

Effective Date (5 days after publication): October 3, 2011

**CITY OF MARYSVILLE**  
**Marysville, Washington**  
**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, AMENDING PORTIONS OF MARYSVILLE MUNICIPAL CODE RELATING TO PENALTIES – AMENDING SUBSECTION 4.20.040 (3) (G); AMENDING SECTION 4.20.040 (4); AMENDING SECTION 5.02.140 ENTITLED “PENALTIES FOR VIOLATION”; AMENDING SECTION 5.26.020 ENTITLED “VIOLATION – PENALTY”; AMENDING SECTION 6.03.120 ENTITLED “ CLASSIFICATION OF CRIMES - PENALTIES”; AMENDING SECTION 6.76.120 ENTITLED “PENALTY FOR VIOLATION”; AMENDING SECTION 7.08.150 ENTITLED “PENALTY FOR VIOLATION”; AMENDING SECTION 9.04.109.3 ENTITLED “PENALTY PENALTIES – AMENDED INTERNATIONAL FIRE CODE SECTION 109.3”; AMENDING SECTION 9.04.109.4 ENTITLED “EXCESSIVE FALSE ALARMS, PENALTY IMPOSED”; AMENDING CHAPTER 12.36 ENTITLED “VEGETATION”; AMENDING CHAPTER 12.40 ENTITLED “CLEAN CONDITION OF PUBLIC RIGHT-OF-WAY ”; AMENDING SECTION 14.01.070 ENTITLED “CRIMINAL PENALTY”; AMENDING SECTION 22E.010.400 ENTITLED “PENALTIES AND ENFORCEMENT”; PROVIDING FOR SEVERABILITY; AND EFFECTIVE DATE.**

WHEREAS, the City Council finds that it is in the public interest to update the City’s penalty regulations to be consistent with State Law; and,

WHEREAS, the City adopted MMC Chapter 4.02. entitled, “ENFORCEMENT PROCEDURE” and desires to update and revise the penalty provisions referenced in MMC 4.02.040 to have consistency in the Municipal Code.

**NOW THEREFORE, the City Council of the City of Marysville, Washington do ordain as follows:**

**Section 1. MMC 4.20.040 (3) (g) - is hereby amended to read as follows (All other provisions of 4.20.040 (3) remain in effect and unchanged):**

(g) Issue civil infractions/third violation criminal:

(i) Except as otherwise provided herein, 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) Schedule: Any person found to have committed a civil infraction shall be assessed a fine as set forth in the following schedule:

		First Violation		<b>Repeat-Second Violation</b> <b>*All third and subsequent violations of the MMC on this Schedule within 2 years are a misdemeanor</b>	
Code Provisions		Noncommercial	Commercial	Noncommercial	Commercial
Title	Chapter				
4 Enforcement Code	4.02 Enforcement Procedures	\$300	\$500	\$600 <u>*Third violation, see subsection (3)(g)(iii) and 4.02.040 (4) of this section</u>	\$1,000 <u>*Third violation, see subsection (3)(g)(iii) and 4.02.040 (4) of this section</u>
5 Business Regulations and Licenses	5.02 Business Licenses	<del>\$150</del>	\$250	<del>\$300</del>	\$500 <u>*Third violation, see subsection (3)(g)(iii) and 4.02.040 (4) of this section</u>
6 Penal Code	6.24 Public Nuisances	\$150	\$250	\$300 <u>*Third violation, see subsection (3)(g)(iii) and 4.020.040 (4) of this section</u>	\$500 <u>*Third violation, see subsection (3)(g)(iii) and 4.020.040 (4) of this section</u>
	6.76 Noise Regulation	\$150	\$250	\$300 <u>*Third violation, see subsection (3)(g)(iii) and 4.02.040 (4) of this section</u>	\$500 <u>*Third violation, see subsection (3)(g)(iii) and 4.02.040 (4) of this section</u>
7 Health and Sanitation	<del>7.04 Unsanitary Conditions— Nuisances</del>	<del>\$150</del>	<del>\$250</del>	<del>\$300</del>	<del>\$500</del>
	7.08 Garbage Collection	\$150	\$250	\$300 <u>*Third violation, see subsection (3)(g)(iii) and 4.02.040 (4) of</u>	\$500 <u>*Third violation, see subsection (3)(g)(iii) and</u>

				<u>this section</u>	<u>4.02.040 (4) of this section</u>
9 Fire	9.04 Fire Code	<del>\$150</del> <u>1000</u>	<del>\$250</del> <u>1000</u>	<del>\$300</del> <u>1000</u> <u>*Third violation, see subsection (3)(g)(iii) and 4.02.040 (4) of this section</u>	<del>\$500</del> <u>1000</u> <u>*Third violation, see subsection (3)(g)(iii) and 4.02.040 (4) of this section</u>
12 Streets and Sidewalks	12.24 Sidewalks – Dangerous Conditions	\$150	\$250	\$300 <u>*Third violation, see subsection (3)(g)(iii) and 4.02.040 (4) of this section</u>	\$500 <u>*Third violation, see subsection (3)(g)(iii) and 4.02.040 (4) of this section</u>
	12.36 Vegetation	\$150	\$250	\$300 <u>*Third violation, see subsection (3)(g)(iii) and 4.02.040 (4) of this section</u>	\$500 <u>*Third violation, see subsection (3)(g)(iii) and 4.02.040 (4) of this section</u>
	12.40 Clean Condition of Public Right-of-Way	\$150	\$250	\$300 <u>*Third violation, see subsection (3)(g)(iii) and 4.02.040 (4) of this section</u>	\$500 <u>*Third violation, see subsection (3)(g)(iii) and 4.02.040 (4) of this section</u>
14 Water and Sewers	14.01 General Provisions	\$150	\$250	\$300 <u>*Third violation, see subsection (3)(g)(iii) and 4.02.040 (4) of this section</u>	\$500 <u>*Third violation, see subsection (3)(g)(iii) and 4.02.040 (4) of this section</u>
	14.15 Controlling Stormwater Runoff from New Development, Redevelopment, and Construction Sites	\$150	\$250	\$300 <u>*Third violation, see subsection (3)(g)(iii) and 4.02.040 (4) of this section</u>	\$500 <u>*Third violation, see subsection (3)(g)(iii) and 4.02.040 (4) of this section</u>
	14.16	\$150	\$250	\$300	\$500

	Operation and Maintenance of Public Storm Drainage Systems			<u>*Third violation, see subsection (3)(g)(iii) and 4.02.040 (4) of this section</u>	<u>*Third violation, see subsection (3)(g)(iii) and 4.02.040 (4) of this section</u>
	14.17 Operation and Maintenance of Private Storm Drainage Systems	\$150	\$250	\$300 <u>*Third violation, see subsection (3)(g)(iii) and 4.02.040 (4) of this section</u>	\$500 <u>*Third violation, see subsection (3)(g)(iii) and 4.02.040 (4) of this section</u>
	Plus any costs incurred for the maintenance of failed private stormwater systems.				
	14.21 Illicit Discharge Detection and Elimination (IDDE)	\$150	\$250	\$300 <u>*Third violation, see subsection (3)(g)(iii) and 4.02.040 (4) of this section</u>	\$500 <u>*Third violation, see subsection (3)(g)(iii) and 4.02.040 (4) of this section</u>
	Plus city's costs for abatement, sampling and/or monitoring.				
<b>16</b> Building	<b>16.04</b> Building Code	<b>\$150</b>	<b>\$250</b>	<b>\$300</b>	<b>\$500</b>
22 Unified Development Code	Title 22C Land Use Standards	\$150	\$250	\$300 <u>*Third violation, see subsection (3)(g)(iii) and 4.02.040 (4) of this section</u>	\$500 <u>*Third violation, see subsection (3)(g)(iii) and 4.02.040 (4) of this section</u>
	22D.050 Clearing, Grading, Filling and Erosion Control	\$250	\$350	\$500 <u>*Third violation, see subsection (3)(g)(iii) and 4.02.040 (4) of this section</u>	\$700 <u>*Third violation, see subsection (3)(g)(iii) and 4.02.040 (4) of this section</u>
	22E.010 Critical Areas Management	\$250	\$350	\$500 <u>*Third violation, see subsection (3)(g)(iii) and 4.02.040 (4) of</u>	\$700 <u>*Third violation, see subsection (3)(g)(iii) and</u>

				<u>this section</u>	<u>4.02.040 (4) of</u> <u>this section</u>
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(iii) Criminal violations for third and subsequent violations. All third and subsequent violations of all MMC Chapters listed in MMC 4.02.040(g)(ii) schedule above committed within 2 years are a misdemeanor crime punishable as set forth in MMC 4.20.040(4) below. . 6.24 MMC, Public Nuisances, will be pursuant to MMC 6.24.040 and Said crimes will be processed through Marysville municipal court as set forth in the Marysville Municipal Code, state law, the Washington State Court Rules Limited Jurisdiction Court Rules (CrRLJ) and local court rules for Marysville municipal court, and/or subsection (4) of this section; and/or

(iv) 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; and/or

...

**Section 2. MMC 4.20.040(4) - is hereby amended to read as follows (All other provisions of 4.20.040, except as amended in Section 1 above, remain in effect and unchanged):**

(4) Violators Punishable by Criminal Fine and Imprisonment. As referenced in MMC 4.20.040(3)(g)(ii) and (iii) above relating to third violations, and 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.

**Section 3. MMC 5.02.140 entitled "Penalties for violation" related to Business Licenses, is hereby amended to read as follows:**

**5.02.140 Penalties for violation.**

(1) Violations of, or failure to comply with, any provision of this chapter, shall constitute a "Commercial violation " ~~civil infraction~~ and any person found to have violated any provision of this chapter is punishable by a ~~monetary penalty as set forth in MMC 4.02.040(3)(g) of not more than \$100.00 for each such violation.~~ Each day that a violation continues shall constitute a new and separate violation infraction.

(2) The imposition of a penalty for violation of this chapter shall be in addition to any other penalties provided for in any other ordinances of the city or any other ordinances or laws applicable to the violation, and any premises upon which a business is operated in violation of this chapter is hereby declared to be a public nuisance.

(3) Any license fee or penalty which is delinquent or unpaid shall constitute a debt to the city and may be collected by a court proceeding in the same manner as any other debt in like amount, which remedy shall be in addition to all other existing remedies.

(4) The city shall not enter into any contract or conduct any trade or commerce with any business which fails to comply with this chapter.

**Section 4. MMC 5.26.020 entitled "Violation – Penalty " is hereby amended to read as follows:**

**5.26.020 Violation – Penalty.**

Any violation of this chapter shall constitute a misdemeanor and shall be punishable by imprisonment in jail for a maximum term fixed by the court of not more than ninety days, or by a fine in an amount fixed by the court of not more than one thousand dollars, or by both such imprisonment and fine. ~~by a fine not to exceed \$1,000 and/or imprisonment of up to six months.~~

**Section 5. MMC 6.03.120 entitled " Classification of crimes - Penalties" is hereby amended to read as follows**

**6.03.120 Classification of crimes – Penalties.**

All offenses defined by this title, or by any state statute which is incorporated herein by reference, constitute crimes and are classified as misdemeanors or gross misdemeanors as indicated by state law for the particular offense; provided, that where no express designation is made in state law or this code, such crimes shall be misdemeanors. Any party convicted of a of having committed a misdemeanor or gross misdemeanor shall be punished by a fine and/or imprisonment not to exceed the limits set forth for misdemeanors and gross misdemeanors in RCW 9A.02-20.021(2) and (3).

**Gross misdemeanor.** Every person convicted of a gross misdemeanor shall be punished by imprisonment in jail for a maximum term fixed by the court of not more than 364 days, or by a fine in an amount fixed by the court of not more than five thousand dollars, or by both such imprisonment and fine.

**Misdemeanor.** Every person convicted of a misdemeanor shall be punished by imprisonment in jail for a maximum term fixed by the court of not more than ninety days,

or by a fine in an amount fixed by the court of not more than one thousand dollars, or by both such imprisonment and fine.

**Section 6. MMC 6.76.120 entitled "Penalty for violation" is hereby amended to read as follows:**

**6.76.090 Penalty for violation.**

(1) Motor Vehicle Offenses. All offenses defined in this chapter relating to the operation of motor vehicles, including specifically a violation of MMC 6.76.060(8), shall constitute traffic infractions, and a violator shall be civilly liable for a monetary penalty as specified in MMC 11.04.090.

(2) Other Noise Offenses. All other noise offenses defined in this chapter shall constitute a violation ~~misdemeanors~~, and a violation shall be punishable as set forth in MMC 4.02.040(3)(g) ~~by a fine not to exceed \$1,000.~~

(3) Separate Offenses. Each day for which a violation continues, or is repeated, shall constitute a separate offense.

(4) Supplement to Other Laws. The provisions of this chapter, and the penalties provided herein, shall be cumulative and nonexclusive, and shall not affect any other claim, cause of action, or remedy provided in the Marysville Municipal Code or by common law.

**Section 7. MMC 7.08.150 entitled "Penalty for violation" is hereby amended to read as follows:**

**7.08.150 Penalty for violations.**

Any person or corporation violating any of the provisions of this chapter shall be punished as set forth in MMC 4.02.040(3)(g) ~~guilty of a misdemeanor punishable by a fine of not to exceed \$100.00, or by imprisonment for not to exceed 30 days, or both.~~

**Section 8. MMC 9.04.109.3 entitled "Penalty Penalties – Amended International Fire Code Section 109.3" is hereby amended to read as follows:**

**9.04.109.3 Violation penalties – Amended International Fire Code Section 109.3.**

(1) Any person who violates any of the provisions of this code as adopted or fails to comply therewith, or who violates or fails to comply with any order made under this code, or who builds in violation of any detailed statement of specifications or plans submitted and approved thereunder, or any certificate or permit issued thereunder,

and from which no appeal has been taken, or who fails to comply with such an order as affirmed or modified by the chief or by a court of competent jurisdiction within the time fixed in this chapter is severally, for each and every such violation and noncompliance respectively, shall be punished as set forth in MMC 4.02.040(3)(g). ~~guilty of a misdemeanor, punishable by a fine of not more than \$1,000 or by imprisonment for not more than 90 days, or by both such fine and imprisonment.~~ The imposition of one penalty for any violation shall not excuse the violation or permit it to continue; and all such persons shall be required to correct or remedy such violations or defects within a reasonable time; and when not otherwise specified, each 10 days that prohibited conditions are maintained constitutes a separate offense.

(2) The application of the penalties herein described shall not be held to prevent the enforced removal of prohibited conditions.

**Section 9. MMC 9.04.109.4 entitled "Excessive false alarms, penalty imposed" is hereby amended to read as follows:**

**9.04.109.4 Section 109.4 – Excessive false alarms, penalty imposed.**

No more than three false alarms from any location shall be permitted within any calendar year. The owner or operator of any location from which more than three false alarms are sent within any calendar year shall be shall be punished as set forth in MMC 4.02.040(3)(g). ~~subject to the imposition of a criminal penalty pursuant to MMC 9.04.109.3.~~

**Section 10. MMC Chapter 12.36. Entitled "Vegetation" is amended to read as follows:**

**Chapter 12.36  
VEGETATION**

Sections:

- 12.36.010 Obstructing right-of-way visibility – Public nuisance/Penalty
- ~~12.36.020 Abatement Order.~~
- ~~12.36.030 Abatement City action.~~

**12.36.010 Obstructing right-of-way visibility – Public nuisance – Penalty.**

All vegetation which is permitted to grow within 20 feet of the right-of-way line of any public street or alley within the city of Marysville is a public nuisance if it is determined by the chief of police to be a safety hazard because it obstructs visibility on the traveled portion of the right-of-way, or because it obstructs visibility of traffic-control signs located thereon. Any person or corporation who violates this section shall be deemed to have

maintained a public nuisance pursuant to MMC Ch 6.24; and any person or corporation violating any of the provisions of this chapter shall be punished as set forth in MMC 4.02.040.

**~~12.36.020 Abatement — Order.~~**

~~Upon determination by the chief of police that vegetation constitutes a public nuisance pursuant to MMC 12.36.010, the chief of police shall cause an abatement order to be mailed to the owner of the subject property, as shown on the current tax rolls of the Snohomish County treasurer. Further, the chief of police shall cause a copy of said abatement order to be served upon the occupant of the subject property, or if there is no occupant, said abatement order shall be posted on the subject property. The abatement order shall define the public nuisance and shall require the abatement thereof in not less than 30 days from the date of said order. It shall state that failure to comply with said order will result in abatement of the public nuisance by the city, and liability for the costs of such abatement, plus a 10 percent surcharge, shall be borne by the owner of the subject property. (Ord. 999 § 2, 1978).~~

**~~12.36.030 Abatement — City action.~~**

~~If a public nuisance is not abated in compliance with an abatement order, as provided in MMC 12.36.020, the chief of police may cause such nuisance to be removed or abated, and the owner of the subject property shall become indebted to the city for the costs incurred by the city in the removal of such nuisance, plus a 10 percent surcharge. Further, the city may file a lien against the subject property in the amount of such costs and surcharge. (Ord. 999 § 3, 1978).~~

**Section 11. MMC Chapter 12.40 entitled "Clean Condition of Public Right-of-Way" is hereby amended to read as follows:**

**Chapter 12.40  
CLEAN CONDITION OF  
PUBLIC RIGHT-OF-WAY**

Sections:

12.40.010 Duty to maintain clean right-of-way - Penalty.

~~12.40.020 — Public nuisance — Abatement.~~

~~12.40.030 — Criminal penalty.~~

**12.40.010 Duty to maintain clean right-of-way - Penalty.**

No person or party shall willfully or negligently cause or allow any dirt, mud, rocks, vegetation, grease, oil or other foreign material or substance to be deposited, stored,

abandoned, discharged or spread on any public street, alley, sidewalk or other public right-of-way in the city. Any person or corporation who violates this section shall be deemed to have maintained a public nuisance pursuant to MMC Ch 6.24; and any person or corporation violating any of the provisions of this chapter shall be punished as set forth in MMC 4.02.040.

**~~12.40.020 Public nuisance — Abatement.~~**

~~Any act or omission defined in MMC 12.40.010 shall constitute a public nuisance. Upon notice by a city official to the party causing or allowing said public nuisance, said party shall abate the same to the satisfaction of the city within 24 hours of being so notified. If the party fails to abate the nuisance as required, the city may proceed to clean the public right of way with its own labor and equipment, and the direct costs thereof, plus a 25 percent surcharge, shall be charged to the responsible party. Said party shall pay the same to the city within 10 days of receiving an invoice.~~

**~~12.40.030 Criminal penalty.~~**

~~Every person or party who shall commit or maintain a public nuisance as defined in this chapter, or who shall willfully omit or refuse to perform any legal duty relating to the removal of such nuisance, shall be guilty of a misdemeanor, and upon conviction shall be punished by a fine not to exceed \$500.00.~~

**Section 12. MMC 14.01.070 entitled "Criminal penalty" is hereby amended to be entitled "Penalty" and to read as follows:**

**~~14.01.070 Criminal penalties.~~**

It shall constitute a misdemeanor a violation of this chapter for any person or party to commit, authorize, solicit, aid, abet or attempt the following unlawful acts:

- (1) Divert or cause to be diverted utility services by any means whatsoever;
- (2) Make or cause to be made any connection or reconnection with the city utilities without the authorization or consent of the city;
- (3) Discharge any substance prohibited by MMC 14.05.020, including effluent from private water facilities, into the city's sewer system without the authorization or consent of the city;
- (4) Prevent any utility meter or other device used in determining the charge for utility services from accurately performing its measuring function by tampering or by any other means;
- (5) Tamper with any property owned or used by the city to provide utility services;

(6) Use or receive the direct benefit of all or a portion of the utility service with knowledge of, or reason to believe that, the diversion, tampering or unauthorized connection existed at the time of the use or that the use or receipt was without the authorization or consent of the city.

~~Said criminal acts shall be punishable by a fine not to exceed \$1,000. Violations of 1-6 above and violations of this chapter shall be punished as set forth in MMC 4.02.040(3)(g).~~ Each day that a violation continues shall constitute a separate offense. The ~~criminal~~ penalties provided in this section shall be construed as being cumulative with civil damages provided in MMC 14.01.080.

**Section 13. MMC 22E.010.400 entitled "Penalties and enforcement" is hereby amended to read as follows:**

**22E.010.400 Penalties and enforcement.**

Penalty and enforcement provided in this section shall not be deemed exclusive, and the city may pursue any remedy or relief it deems appropriate.

(1) Any person, firm, corporation, or association or any agent thereof who violates any of the provisions of this chapter shall be punishable as set forth in MMC 4.02.040(3)(g) ~~be guilty of a misdemeanor punishable by a fine not to exceed \$1,000.~~ It shall be a separate offense for each and every day or portion thereof during which any violation of any provisions of this chapter is committed.

(2) Any person, firm, corporation, or association or any agent thereof who violates any of the provisions of this chapter shall be liable for all damages to public or private property arising from such violation, including the cost of restoring the affected area to an equivalent or improved condition prior to the violation occurring. If an equivalent condition cannot be provided, the violator shall be subject to a fine in an amount equal to the value of the damage to the environmentally critical area, determined using best available methods of calculating the value of vegetation, land, and water resources.

(3) Restoration shall include, but not be limited to, the replacement of all improperly removed groundcover with species similar to those which were removed or other approved species such that the biological and habitat values will be replaced, improper fill removed, and slope stabilized. Studies by the qualified experts shall be submitted to determine the conditions which were likely to exist on the lot prior to the illegal alteration.

(4) Restoration shall also include installation and maintenance of interim and emergency erosion control measures until such time as the restored groundcover

and vegetation reach sufficient maturation to function in compliance with the performance standards adopted by the city.

(5) The city shall stop work on any existing permits and halt the issuance of any or all future permits or approvals for any activity which violates the provisions of this chapter until the property is fully restored in compliance with this chapter and all penalties are paid.

(6) Notwithstanding the other provisions provided in this chapter, anything done contrary to the provisions of this chapter or the failure to comply with the provisions of this chapter shall be and the same is hereby declared to be a public nuisance.

The city is authorized to apply to any court of competent jurisdiction, for any such court, upon hearing and for cause shown, may grant a preliminary, temporary or permanent injunction restraining any person, firm, and/or corporation from violating any of the provisions of this chapter and compelling compliance with the provisions thereof. The violator shall comply with the injunction and pay all cost incurred by the city in seeking the injunction.

**Section 14. Severability.** If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

**Section 15. Effective Date.** This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

CITY OF MARYSVILLE

By: \_\_\_\_\_  
JON NEHRING, MAYOR

Attest:

By: \_\_\_\_\_  
APRIL O'BRIEN, DEPUTY CITY CLERK

Approved as to form:

By: \_\_\_\_\_  
GRANT K. WEED, CITY ATTORNEY

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

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

# *Index #14*

## CITY OF MARYSVILLE AGENDA BILL

### EXECUTIVE SUMMARY FOR ACTION

**CITY COUNCIL MEETING DATE: 01/06/2014**

<b>AGENDA ITEM:</b> AN ORDINANCE OF THE CITY OF MARYSVILLE AMENDING THE 2013 BUDGET AND PROVIDING FOR THE INCREASE OF CERTAIN EXPENDITURE ITEMS AS BUDGETED FOR IN ORDINANCE NO. 2911	
<b>PREPARED BY:</b> Denise Gritton, Financial Planning Manager	<b>DIRECTOR APPROVAL:</b>
<b>DEPARTMENT:</b> Finance	
<b>ATTACHMENTS:</b> Drafting Amending Ordinance	
<b>BUDGET CODE:</b> Various	<b>AMOUNT:</b> \$7,022,102.00

**SUMMARY:**

Since the adoption of the 2013 Budget there has been several activities that have occurred to warrant amending the budget. RCW 35.33.07 requires the adoption of a balanced budget which also sets the expenditure authority of the city by the City Council. City Council adopts the expenditure authority at the fund level. From time to time there may be activities that during the budget planning were unable to forecast. This budget amendment addresses the following activity.

In 2013 the City refunded the LTGO 2003 bonds to reduce the annual debt service payments. This amendment is needed to record the transactions associated with the refunding.

<p><b>RECOMMENDED ACTION:</b> Staff recommends the Council consider approval of the recommended ordinance amending the 2013 budget and providing for the increase in certain expenditure items as budgeted for in Ordinance 2911.</p>
---

DRAFT

CITY OF MARYSVILLE  
Marysville, Washington

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

AN ORDINANCE OF THE CITY OF MARYSVILLE AMENDING THE 2013 BUDGET AND PROVIDING FOR THE INCREASE OF CERTAIN EXPENDITURE ITEMS AS BUDGETED FOR IN ORDINANCE NO. 2911.

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

Section 1. Since the adoption of the 2013 budget by the City Council on November 13, 2012, it has been determined that the interests of the residents of the City of Marysville may best be served by the increase of certain expenditures. The following funds as referenced in Ordinance No. 2911 are hereby amended to read as follows

<b>Fund Title</b>	<b>Fund No.</b>	<b>Description</b>	<b>Current Budget</b>	<b>Amended Budget</b>	<b>Amount of Inc/(Dec)</b>
Debt Service	206	Beginning Fund Balance	18,252	18,252	-
Debt Service	206	Revenue	2,619,618	9,641,720	7,022,102
Debt Service	206	Expenditures	2,620,118	9,642,220	7,022,102
Debt Service	206	Ending Fund Balance	17,752	17,752	-

The detail concerning the above – referenced amendments are attached hereto as Exhibit “A”.

Section 2. Except as provided herein, all other provisions of Ordinance No. 2911 shall remain in full force and effect, unchanged.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

CITY OF MARYSVILLE

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

ATTEST:

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

Approved as to form:

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

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

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

EXHIBIT A – 2013  
Amendment Account Detail

Description	Beg Fund Balance/ Revenue Adj	Appropriation Adjustment	Ending Fund Balance Adjustment
<b>Debt Service LTGO - Fund 206</b>			
To record 2013 Debt refundings transactions	7,022,102	7,022,102	-
For CAFR reporting purposes only			-
			-
			-
<b>Total Debt Service</b>	<b>7,022,102</b>	<b>7,022,102</b>	-
<b>GRAND TOTAL</b>	-	-	-

# *Index #15*

## REAL ESTATE CONVEYANCE AGREEMENT

DATE: \_\_\_\_\_, 2013

This Real Estate Conveyance Agreement (« Agreement ») is entered into by and between The CITY OF MARYSVILLE, a municipal corporation of the State of Washington, (“City”) and MARYSVILLE SCHOOL DISTRICT NO. 25 (“District”) as of the day stated above.

### RECITALS

WHEREAS, the District owns certain unimproved real property, commonly known as Snohomish County tax parcel no. 300527-004-019-00, which real property is legally described on Exhibit A attached hereto (the « Property »);

WHEREAS, the Property contains significant wetlands and is largely undevelopable ;

WHEREAS, the District currently uses the Property for its environmental studies curriculum, and desires to continue to utilize the Property for such purposes;

WHEREAS, the Property has important ecological benefits to the citizens of the City of Marysville;

WHEREAS, the District incurs significant annual maintenance costs for the Property, which it desires to avoid in the future;

WHEREAS, the City currently maintains utility systems on and beneath the Property and roads adjacent to the Property and is better situated to handle necessary maintenance of the Property;

WHEREAS, the City is interested in maintaining the Property and the wetlands for purposes consistent with its municipal functions;

WHEREAS, the District wishes to convey the Property to the City and the City wishes to acquire the Property from the District; and

WHEREAS, this Agreement between Parties is made pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, to permit the continuing use of the Property by District and allow City and District to exercise their powers jointly and thereby maximize their abilities to provide services and facilities that will best fulfill common needs and achieve common goals.

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement, the foregoing recitals and the mutual covenants herein contained, Buyer and Seller hereby agree as follows:

### AGREEMENT

The City agrees to acquire, and the District agrees to convey, the Property on the following terms:

1. **CONSIDERATION:** There shall be no monetary consideration paid by City to District for this conveyance. The mutual agreements and covenants contained herein and in the ATTACHMENT 1 deed and the ATTACHMENT 2 interlocal agreement are the sole consideration for this transaction.

2. **CONDITION OF TITLE:** Title to the property is to be free of all encumbrances or defects except for those exceptions set out in Exhibit B attached hereto. District shall discharge any additional encumbrances prior to closing.

(City and District authorize Closing Agent to insert, over their signatures, the legal description of the property and/or to correct the legal description entered.)

3. **UTILITIES:** District warrants that, to the best of the District's knowledge, the Property is not connected to any utilities.

4. **WAIVER OF DISCLOSURE UNDER RCW 64.06:** Pursuant to RCW 64.06.010, City hereby expressly waives City's rights to disclosures under RCW 64.06, including the right of rescission.

5. **TITLE INSURANCE:** City may elect to purchase title insurance for this transaction in City's sole discretion. If City so elects, City shall select the title insurer, and this transaction shall be contingent upon title being insurable subject only to such exceptions as may be acceptable to City, in City's sole discretion.

6. **CONDITION OF PROPERTY:**

- (a) Hazardous Substances: District represents and warrants that, to the best of District's knowledge, it is not aware of any soils or groundwater contamination of the property by hazardous substances. For purposes of this paragraph, the definition of the term "hazardous substances" shall be those used in applicable state and federal regulations, provided that the definition of the term "hazardous substance" shall include petroleum and related byproducts and hydrocarbons.
- (b) Reports and Surveys: Prior to closing District agrees to provide City with any and all engineering studies, soils studies, environmental reviews, surveys, reports, investigations and other non-privileged documents in its possession concerning the condition of the subject property. City may terminate this transaction in the event it determines that the subject property is unsuitable as a result of any information so disclosed, in City's sole discretion.
- (c) As-Is : Except for the specific representations and warranties by the District set forth in this Agreement, the Property is to be conveyed to the City in its current « as-is » condition, with all faults, and the District makes no representation or warranty, express or implied, concerning the suitability, habitability or fitness of the Property for any purposes whatsoever.

7. **TITLE CONVEYANCE:** District shall convey title to City by Quit Claim Deed at closing, subject only to the exceptions noted in paragraphs 2 and 5 above. The Deed shall be in the form attached hereto as **ATTACHMENT 1**.

8. **INTERLOCAL AGREEMENT:** As a material consideration of this agreement, the parties shall enter into the "Interlocal Agreement Between the City of Marysville and Marysville School District No. 25 for Use of the Jones Creek Parcel" attached hereto as **ATTACHMENT 2**.

9. **PROPERTY AND PROPERTY RIGHTS INCLUDED:** No personal property or structures located on the property are included in this transaction. The District shall retain ownership of the existing building on the Property after closing. Subject to the restrictions contained in **ATTACHMENT 2** District may remove and replace said building with a structure of similar size and function. The conveyance will include transfer of all District's rights with respect to the fisheries hydraulic project approval permit and all other permits applicable to the Property. District will cooperate with City to secure transfer/assignment of such permit(s), and District will transfer and deliver to City all documentation it may have pertaining to the same.

10. **CLOSING OF SALE:** This sale shall be closed at the office of WEED, GRAAFSTRA AND BENSON, INC., P.S., Closing Agent, not later than January 31, 2013 (hereinafter the "closing deadline"). City and District will, immediately on demand, deposit with Closing Agent all instruments and monies required to complete the purchase in accordance with this agreement. The date of closing shall be the date upon which all appropriate documents are recorded.

2014

If this sale has not closed by the closing deadline, either party may terminate this transaction by written notice to the other, in which event this agreement shall be null, void and unenforceable.

District acknowledges that the firm of WEED, GRAAFSTRA AND BENSON, INC., P.S. is the City Attorney and represents City in this matter.

11. **CLOSING COSTS:** City shall pay all closing costs.

12. **POSSESSION:** City shall be entitled to possession on the date of closing, subject to the rights retained by District.

13. **ATTORNEYS' FEES:** In any proceeding brought to enforce this agreement or to determine the rights of the parties under this agreement, the prevailing party shall be entitled to collect, in addition to any judgment awarded by a court, a reasonable sum as attorneys' fees, and all costs and expenses incurred in connection with such a lawsuit, including attorneys' fees, costs, and expenses of any appeal of a judgment. For purposes of this agreement, the prevailing party shall be that party in whose favor final judgment is rendered or who substantially prevails, if both parties are awarded judgment. The term "proceeding" shall mean and include arbitration, administrative, bankruptcy and judicial proceedings including appeals.

14. **NOTICE:** If notice is given pursuant to this agreement, it shall be given to the parties by personal service, or by certified mail, postage prepaid, return receipt requested at the following addresses:

District's name and address:

MARYSVILLE SCHOOL DISTRICT NO. 25  
4220 – 80<sup>th</sup> Street NE  
Marysville, WA 98270

Telephone No. (360) 653-0848

With copy to: K&L Gates LLP, Attn : Charles Royce  
925 Fourth Avenue, Suite 2900  
Seattle, WA 98104

City's name and address:

CITY OF MARYSVILLE  
1049 State Avenue  
Marysville, WA 98270

Telephone No. (360) 363-8000

With copy to: Grant K. Weed, City Attorney  
21 Avenue A  
Snohomish, WA 98290

or at such other address as either party designates by written notice to the other party and to the Closing Agent. All notices shall be deemed given on the day such notice is personally served, or on the third day following the day such notice is mailed in accordance with this paragraph.

**15. ENTIRE AGREEMENT; TIME; BINDING AGREEMENT:** This agreement, with the attachments incorporated herein by reference, constitutes the entire agreement between the parties and there are no verbal agreements, nor will there be any verbal agreements, which modify or amend this agreement. Time is of the essence in this agreement. If any deadline or the time for performance hereunder falls on a Saturday, Sunday or a day that is recognized as a holiday by the State of Washington, then such time shall be deemed extended to the next day that is not a Saturday, Sunday or holiday. This agreement is binding on the parties, their personal representatives and heirs.

**16. EQUAL BARGAINING:** This agreement has been drafted by the mutual efforts of the parties represented by their respective legal counsel. District and City acknowledge and represent that each of them is fully competent to negotiate and to enter into this agreement with the other and that they have freely entered into it with adequate opportunity for prior consultation with independent legal counsel of their choosing. All terms and provisions shall be given their fair and reasonable interpretation without reference to which party, or its counsel, drafted any particular term or provision in question.

17. **DEADLINE:** This agreement is void unless executed by both parties by 5:00 p.m. on January 15, 2013. 2014

18. **BROKERS AND FINDERS:** Neither party has had any contact or dealings regarding the property, or any communication in connection with the subject matter of this transaction, through any real estate broker or other person who can claim a right to a commission or finder's fee in connection with the transaction contemplated herein. In the event that any other broker or finder perfects a claim for a commission or finder's fee based upon any such contract, dealings or communication, the party through whom the broker or finder makes its claim shall be responsible for said commission or fee and all costs and expenses (including reasonable attorney's fees) incurred by the other party in defending against the same. The provisions of this paragraph shall survive the closing, or, if closing does not occur pursuant to this agreement, the provisions of this paragraph shall survive any termination of this agreement.

19. **CITY COUNCIL AND SCHOOL BOARD APPROVAL:** The District acknowledges that this agreement does not bind the CITY OF MARYSVILLE until approved by the City Council and executed by the Mayor. The City acknowledges that this agreement does not bind MARYSVILLE SCHOOL DISTRICT NO. 25 until approved by the School Board and executed by the Superintendent.

20. **AUTHORITY TO EXECUTE:** Each party represents and warrants that this agreement is valid and binding, is duly authorized by appropriate action of its governing body, and that the person signing below has authority to bind the respective party to the agreement.

21. **NO MERGER:** The terms, representations, warranties and attorney's fee provisions of this agreement shall not merge in the deed or other conveyance instrument transferring the property to City at closing. The terms, representations, warranties and attorney's fee provisions of this agreement shall survive closing.

DATED October \_\_\_\_\_, 2013:

DATED November 25, 2013:

CITY OF MARYSVILLE

MARYSVILLE SCHOOL DISTRICT NO. 25

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

By   
DR. BECKY BERG, Superintendent

## EXHIBIT A

## LEGAL DESCRIPTION OF THE PROPERTY

PARCEL A:

ALL THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 30 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE SOUTH LINE OF SAID SECTION 27 DISTANT EASTERLY ALONG SOUTH LINE 510 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION; THENCE, FROM SAID POINT OF BEGINNING, PARALLEL WITH THE NORTH-SOUTH CENTERLINE OF SAID SECTION 27, NORTHERLY 330 FEET; THENCE PARALLEL WITH THE SOUTH LINE OF SAID SECTION, EASTERLY 1064 FEET, MORE OR LESS, TO THE INTERSECTION OF A LINE 10 FEET EASTERLY FROM AND PARALLEL WITH THE NORTHERLY PROLONGATION OF THE EAST LINE OF 64TH AVENUE, NORTHEAST; THENCE ALONG SAID LINE SOUTHERLY 330 FEET, MORE OR LESS, TO SAID SOUTH LINE OF SECTION 27; THENCE ALONG SAID SOUTH LINE, WESTERLY 1087 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL B:

ALL THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 30 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION; THENCE EAST ALONG THE SOUTH LINE THEREOF A DISTANCE OF 510 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID SUBDIVISION A DISTANCE OF 330 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE NORTH PARALLEL WITH THE WEST LINE OF SAID SUBDIVISION A DISTANCE OF 100 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID SUBDIVISION A DISTANCE OF 185 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID SUBDIVISION A DISTANCE OF 60 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 27 A DISTANCE OF 790 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE NORTHERLY PROJECTION OF THE WEST LINE OF 64TH AVENUE NORTHEAST PRODUCED; THENCE SOUTHERLY ALONG SAID PROJECTION A DISTANCE OF 160 FEET, MORE OR LESS TO THE NORTH LINE OF THE SOUTH 330 FEET OF SAID SUBDIVISION; THENCE WEST ALONG THE NORTH LINE OF SAID SOUTH 330 FEET A DISTANCE OF 984 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

**EXHIBIT B****EXCEPTIONS TO TITLE**

- 1) Easement, including terms and provisions contained therein:  
Recording Information: 1602091, March 29, 1963  
In Favor of: Town of Marysville  
For: Water Line
  
- 2) 5. Easement, including terms and provisions contained therein:  
Recording Information: 1602093, March 29, 1963  
In Favor of: Town of Marysville  
For: Water Line  
Affects: 10 foot wide strip in Parcel A
  
- 3) Easement, including terms and provisions contained therein:  
Recording Information: 2177949, December 22, 1970  
In Favor of: Stanley M. Wood  
For: ingress, egress and utilities  
Affects: East 10 feet of Parcel A
  
- 4) Easement, including terms and provisions contained therein:  
Recording Information: 2177932, December 22, 1970  
In Favor of: Stanley W. Wood and Katherine Wood, husband and wife  
For: ingress, egress and utilities  
Affects: Easterly 10 feet of property herein described
  
- 5) Easement, including terms and provisions contained therein:  
Recording Information: 8511080173  
In Favor of: County of Snohomish  
For: Drainage
  
- 6) Easement, including terms and provisions contained therein:  
Recording Information: 200906250275  
In Favor of: City of Marysville, a municipal corporation  
For: Temporary construction

## ATTACHMENT 1

## After Recording Return to:

City of Marysville  
1049 State Avenue  
Marysville, WA 98270

## QUIT CLAIM DEED

Grantor: MARYSVILLE SCHOOL DISTRICT NO. 25  
Grantee: CITY OF MARYSVILLE  
Legal Description: Portion of S½ SE¼ 27-30-5, Snohomish County, WA Add'l on P.  
5  
Tax Parcel: 300527-004-019-00

THE GRANTOR, MARYSVILLE SCHOOL DISTRICT NO. 25 (hereinafter "District"), for and in consideration of the mutual covenants contained herein, conveys and quit claims to the CITY OF MARYSVILLE, a municipal corporation of the State of Washington (hereinafter "City"), the following-described real estate, situated in the County of Snohomish, State of Washington, including any interest therein which Grantor may hereafter acquire:

## SEE EXHIBIT A

hereinafter referred to as the "Property", subject to all matters of record, including, but not limited to, those listed on Exhibit B attached hereto.

This conveyance includes the transfer and/or assignment of all active permits affecting the Property. This conveyance is SUBJECT TO the following terms and conditions:

1. Right of First Refusal. In the event City elects to sell the Property, District shall have the right of first refusal to reacquire the Property for the price of \$1.00 plus the actual documented, unamortized costs of any Improvements (as hereinafter defined) made to the Property by, and at the expense of, the City during the City's ownership of the Property. As used herein, « Improvements » means physical improvements made to, or constructed on or beneath, the Property with City funds which reasonably increase the fair market value of the Property (such as connections to power and sewer services), but Improvements shall not be deemed to include the cost of replacment or repair of any existing facilities or utilities on or beneath the Property or any improvements made to the Property with funds or grants supplied by third parties. For purposes of calculating the purchase price for the District's right of first refusal, the cost of any Improvements shall be amortized over the useful life of the Improvements in accordance with generally accepted accounting principles, and the District

shall reimburse the City for the unamortized balance of the value of such Improvements remaining at the time the District exercises its right of first refusal (if any). City shall notify District of its intention to sell the Property and any covenants and/or special use conditions City will impose upon the Property at time of sale or transfer. District shall have sixty (60) days from receipt of such notice to notify City, in writing, of its intention to reacquire the property, subject to City's covenants and/or special use conditions. If District so notifies City, City shall convey title back to District by quit claim deed, subject to the covenants and/or special use conditions imposed by City, within thirty (30) days after receipt of District's notice and payment of the purchase price. City shall pay costs of preparation of the conveyance instrument. District shall pay recording expenses and the title insurance premium if District elects to secure title insurance. If District fails to so notify City, City may proceed to market the Property, but may not sell the property except subject to the covenants and/or special use conditions that were previously declared to District. If City changes any such covenants and/or conditions, City shall notify District, and District shall be entitled to a new right of first refusal as provided above.

2. Existing Structure. This deed does not include conveyance of the structure located upon the Property. District shall continue to own the structure.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

MARYSVILLE SCHOOL DISTRICT NO. 25

By \_\_\_\_\_  
DR. BECKY BERG, Superintendent

STATE OF WASHINGTON )  
 )ss.  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that DR. BECKY BERG is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Superintendent of MARYSVILLE SCHOOL DISTRICT NO. 25 to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2013.

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

ACCEPTED: \_\_\_\_\_, 2013.

CITY OF MARYSVILLE

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

STATE OF WASHINGTON )  
 )ss.  
COUNTY OF SNOHOMISH)

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

DATED this \_\_\_\_ day of \_\_\_\_\_, 2013.

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

EXHIBIT A  
LEGAL DESCRIPTION

PARCEL A:

ALL THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 30 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE SOUTH LINE OF SAID SECTION 27 DISTANT EASTERLY ALONG SOUTH LINE 510 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION;  
THENCE, FROM SAID POINT OF BEGINNING, PARALLEL WITH THE NORTH-SOUTH CENTERLINE OF SAID SECTION 27, NORTHERLY 330 FEET;  
THENCE PARALLEL WITH THE SOUTH LINE OF SAID SECTION, EASTERLY 1064 FEET, MORE OR LESS, TO THE INTERSECTION OF A LINE 10 FEET EASTERLY FROM AND PARALLEL WITH THE NORTHERLY PROLONGATION OF THE EAST LINE OF 64TH AVENUE, NORTHEAST;  
THENCE ALONG SAID LINE SOUTHERLY 330 FEET, MORE OR LESS, TO SAID SOUTH LINE OF SECTION 27;  
THENCE ALONG SAID SOUTH LINE, WESTERLY 1087 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL B:

ALL THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 30 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION;  
THENCE EAST ALONG THE SOUTH LINE THEREOF A DISTANCE OF 510 FEET;  
THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID SUBDIVISION A DISTANCE OF 330 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE CONTINUE NORTH PARALLEL WITH THE WEST LINE OF SAID SUBDIVISION A DISTANCE OF 100 FEET;  
THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID SUBDIVISION A DISTANCE OF 185 FEET;  
THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID SUBDIVISION A DISTANCE OF 60 FEET;  
THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 27 A DISTANCE OF 790 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE NORTHERLY PROJECTION OF THE WEST LINE OF 64TH AVENUE NORTHEAST PRODUCED;  
THENCE SOUTHERLY ALONG SAID PROJECTION A DISTANCE OF 160 FEET, MORE OR LESS TO THE NORTH LINE OF THE SOUTH 330 FEET OF SAID SUBDIVISION;  
THENCE WEST ALONG THE NORTH LINE OF SAID SOUTH 330 FEET A DISTANCE OF 984 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

**EXHIBIT B****EXCEPTIONS**

- 1) Easement, including terms and provisions contained therein:  
Recording Information: 1602091, March 29, 1963  
In Favor of: Town of Marysville  
For: Water Line
  
- 2) 5. Easement, including terms and provisions contained therein:  
Recording Information: 1602093, March 29, 1963  
In Favor of: Town of Marysville  
For: Water Line  
Affects: 10 foot wide strip in Parcel A
  
- 3) Easement, including terms and provisions contained therein:  
Recording Information: 2177949, December 22, 1970  
In Favor of: Stanley M. Wood  
For: ingress, egress and utilities  
Affects: East 10 feet of Parcel A
  
- 4) Easement, including terms and provisions contained therein:  
Recording Information: 2177932, December 22, 1970  
In Favor of: Stanley W. Wood and Katherine Wood, husband and wife  
For: ingress, egress and utilities  
Affects: Easterly 10 feet of property herein described
  
- 5) Easement, including terms and provisions contained therein:  
Recording Information: 8511080173  
In Favor of: County of Snohomish  
For: Drainage
  
- 6) Easement, including terms and provisions contained therein:  
Recording Information: 200906250275  
In Favor of: City of Marysville, a municipal corporation  
For: Temporary construction

ATTACHMENT 2  
INTERLOCAL AGREEMENT

M-13-039/Jones Creek PSA 10.31.13  
20199A23PD==Jones Creek PSA 10-31-13 MVSD

2

**INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF MARYSVILLE AND  
MARYSVILLE SCHOOL DISTRICT NO. 25  
FOR USE OF THE JONES CREEK PARCEL**

This Interlocal Agreement, effective \_\_\_\_\_, 2013, is entered into between MARYSVILLE SCHOOL DISTRICT NO. 25, a Washington municipal corporation, herein after referred to as “District” and the CITY OF MARYSVILLE, a Washington municipal corporation, herein after referred to as “City”, pursuant to the authority granted by Chapter 39.34 RCW.

WHEREAS, District has conveyed the following-described property to the City:

**SEE EXHIBIT A**

Snohomish County tax parcel 300527-004-019-00

hereinafter the “Property”; and

WHEREAS, District desires to continue to utilize the Property for its environmental studies curriculum; and

WHEREAS, this Agreement between Parties is made pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, to permit the continuing use of the Property by District and allow City and District to exercise their powers jointly and thereby maximize their abilities to provide services and facilities that will best fulfill common needs and achieve common goals.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, District and City agree as follows:

Existing Structure. District’s conveyance of the Property to City did not include an existing shelter structure (hereinafter the “Shelter”). District continues to own the Shelter. District shall have the right to keep the Shelter on the Property, and to utilize the Shelter for Marysville School District educational purposes. District shall have the right and obligation to repair and maintain the Shelter in good, safe, attractive condition and to remove the Shelter at any time that the Shelter deteriorates either structurally or in appearance or becomes unsafe or otherwise jeopardizes public safety. At District’s option, District may replace the building with a Shelter of the same type and size in the same location, or in a different location subject to City approval, in City’s sole discretion. District shall secure any and all required permits and applicable governmental approvals prior to engaging in any such activity and shall conduct such activities in strict accordance with such permits and all applicable codes, regulations and statutes. District shall have a right of entry for said purposes. All District’s activities respecting the Shelter, including, but not limited to, its use by students, teachers, employees or volunteers, and shelter replacement, shall be at District’s sole risk and expense.

Educational Use. District shall have the nonexclusive use of the Property for the purposes of environmental studies and field trips. All maintenance of the site specific to the field trips will be the responsibility of the District, including maintenance of any trails used in District's activities. District shall be solely responsible for the activities, safety and welfare of its staff, employees, teachers, students and volunteers when engaged in such activities.

Stream Relocation. District acknowledges that City may relocate Jones Creek in a new stream alignment, with modified channel width or widths, at any time in City's sole discretion, subject only to applicable permitting requirements. The City agrees it will preserve reasonable access to the Property for the District and its employees, students and agents in the event of any relocation of the stream. Subject to the preceding sentence, District agrees that it will not object or in any way impede such plans.

Termination of District Activities. The activities under Sections 1 and 2 above may continue so long as the condition and use of the Property remain unchanged, but shall terminate at any time the condition and/or City's use of the Property changes in any manner such that maintaining the Shelter on the Property or use of the Property for environmental studies becomes unfeasible, jeopardizes the public safety, or unduly interferes with City's reasonable use of the Property. Termination of District's use shall be effective upon 90 days written notice from City to District, which notice, at the discretion of City, may be recorded in the records of the Snohomish County Auditor and shall be effective without further notice or action on the part of City. If District has not removed the Shelter from the Property by the effective date of termination, the Shelter shall become the property of City and may be removed, destroyed or maintained by City at its discretion.

Expenses of District Activities. City shall have no liability whatsoever for any expenses incurred as a result of District's activities under paragraphs 1 and 2 or any other activity of District upon the Property. All expenses incurred thereby shall be the sole obligation of District. District shall have no authority to incur any debt or obligation on City's behalf. District shall allow no liens or encumbrances to attach to the Property as a result of District's activities on the Property, and in the event thereof, shall promptly pay the same and cause the Property to be released therefrom. District agrees to protect, hold harmless, indemnify, and defend, at its own expense, the City from any loss, claim or suit arising out of any lien, charge or encumbrance attaching to the Property as a result of District's activities.

District Personnel. All staff, employees, teachers, volunteers, independent contractors, engineers, consultants and workers of any type or nature, and all contractors and subcontractors employed by District to perform any activity on the Property shall be the staff, employees, teachers, volunteers, independent contractors, engineers, consultants, contractors and subcontractors of the District, and City shall have no liability or responsibility whatsoever with respect to such persons or entities.

Personal Property. District, its staff, employees, teachers, students, volunteers, contractors and subcontractors, shall be solely responsible for securing its or their equipment, materials and other property. Any equipment, materials or other property stored at the Property, including District's Shelter located thereon, shall be at the sole risk of District and its staff, employees, teachers, students, volunteers, contractors and subcontractors. Except for damage caused by the intentional misconduct of the City or City's sole negligence, City shall have no liability whatsoever for damage to said property or Shelter from vandalism, theft, the elements, flood or any other cause.

Hazardous Substances. District shall take all necessary precautions to prevent the discharge of any hazardous substance as a consequence of District's activities. The definition of the term "hazardous substance" shall be those used in applicable state and federal regulations, provided that the definition of the term "hazardous substance" shall include pesticides, herbicides, petroleum and related byproducts, and hydrocarbons.

Indemnity. District agrees to defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with District's activities upon the Property and under this Interlocal Agreement, including claims for injury, death or property damage, and for environmental liability and cleanup, except for injuries, death or damages caused by the intentional misconduct or sole negligence of the City.

Should a court of competent jurisdiction determine that this agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the District or its staff, employees, teachers, volunteers, contractors or subcontractors and the City, its officers, officials, employees, and volunteers, the District's liability hereunder shall be only to the extent of the District's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the District's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. Nothing contained in this section shall be construed to create a liability or a right of indemnification by any third party. The provisions of this section shall survive the expiration or termination of the activities permitted hereunder with respect to any event occurring prior to such expiration or termination.

The City shall protect, save harmless, indemnify and defend, at its own expense, the District, its elected and appointed officials, officers, employees and agents from any loss or claim for damages of any nature whatsoever arising out of or relating to the intentional misconduct or sole negligence of the City.

Insurance.

City shall maintain public liability insurance for the protection of the public. City is a member and insured through the Washington Cities Insurance Authority (WCIA – pool) and shall maintain its membership throughout the term of this Agreement. Such insurance shall not be reduced or canceled without forty-five (45) days written notice from City to District. Reduction or cancellation of the insurance shall render this Agreement void. City shall provide District proof of insurance with either a letter or certificate of insurance from WCIA verifying City as a member. At the request of District, a copy of the insuring agreement will be provided. City will not be required to provide casualty insurance for any structure or shelter on the Property owned by District.

District shall maintain public liability insurance for the protection of the public. District is a member of and insured through Cities Insurance Association of Washington and shall maintain its insurance/membership throughout the term of this Agreement. Such insurance shall not be reduced or canceled without forty-five (45) days written notice from District to City. Reduction or cancellation of the insurance shall render this Agreement void. District shall provide City proof of insurance with either a letter or certificate of insurance from Cities Insurance Association of Washington verifying District as a member. Proof of insurance shall be approved by City prior to District providing any services under the terms of this Agreement. At the request of City, a copy of the policy will be provided.

District insurance shall be considered primary for the purposes of this agreement.

Attorney's Fees and Costs. In any proceeding brought to interpret or enforce the agreements contained in this conveyance or to determine the rights of the parties hereunder, the prevailing party shall be entitled to collect, in addition to any judgment awarded by a court, a reasonable sum as attorneys' fees, and all costs and expenses incurred in connection with such proceeding, including attorneys' fees, costs, and expenses of any appeal of a judgment. For purposes of this agreement, the prevailing party shall be that party in whose favor final judgment is rendered or who substantially prevails, if both parties are awarded judgment. The term "proceeding" shall mean and include arbitration, administrative, bankruptcy and judicial proceedings including appeals.

Third Party Beneficiary Status. The parties agree that this agreement shall not confer third-party beneficiary status on any non-party to this agreement.

Severability. If any provision of this Agreement or its application to any person or circumstance is held invalid, the remainder of the provision and/or the application of the provisions to other persons or circumstances shall not be affected.

Approval and Filing. Each party shall approve this Agreement pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office pursuant to RCW 39.34.040 or listed/posted on City's and/or District's website.

Entire Agreement. This Agreement, including any exhibits and documents referenced herein, constitutes the entire agreement between the parties, and supersedes all agreements and proposals, oral or written, between the parties.

IN WITNESS WHEREOF, the parties have signed this Agreement, effective on the date indicated below.

DATED \_\_\_\_\_, 2013:

CITY OF City

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

Attest:

\_\_\_\_\_  
APRIL O'BRIEN, Deputy City Clerk

Approved as to form:

\_\_\_\_\_  
GRANT K. WEED. WSBA 11243  
Attorney for the City of Marysville

DATED November 25, 2013:

City SCHOOL DISTRICT NO. 25

By   
DR. BECKY BERG, Superintendent

Attest:

\_\_\_\_\_

**EXHIBIT A**  
**LEGAL DESCRIPTION**

PARCEL A:

ALL THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 30 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE SOUTH LINE OF SAID SECTION 27 DISTANT EASTERLY ALONG SOUTH LINE 510 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION;  
THENCE, FROM SAID POINT OF BEGINNING, PARALLEL WITH THE NORTH-SOUTH CENTERLINE OF SAID SECTION 27, NORTHERLY 330 FEET;  
THENCE PARALLEL WITH THE SOUTH LINE OF SAID SECTION, EASTERLY 1064 FEET, MORE OR LESS, TO THE INTERSECTION OF A LINE 10 FEET EASTERLY FROM AND PARALLEL WITH THE NORTHERLY PROLONGATION OF THE EAST LINE OF 64TH AVENUE, NORTHEAST;  
THENCE ALONG SAID LINE SOUTHERLY 330 FEET, MORE OR LESS, TO SAID SOUTH LINE OF SECTION 27;  
THENCE ALONG SAID SOUTH LINE, WESTERLY 1087 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL B:

ALL THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 30 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION;  
THENCE EAST ALONG THE SOUTH LINE THEREOF A DISTANCE OF 510 FEET;  
THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID SUBDIVISION A DISTANCE OF 330 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE CONTINUE NORTH PARALLEL WITH THE WEST LINE OF SAID SUBDIVISION A DISTANCE OF 100 FEET;  
THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID SUBDIVISION A DISTANCE OF 185 FEET;  
THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID SUBDIVISION A DISTANCE OF 60 FEET;  
THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 27 A DISTANCE OF 790 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE NORTHERLY PROJECTION OF THE WEST LINE OF 64TH AVENUE NORTHEAST PRODUCED;  
THENCE SOUTHERLY ALONG SAID PROJECTION A DISTANCE OF 160 FEET, MORE OR LESS TO THE NORTH LINE OF THE SOUTH 330 FEET OF SAID SUBDIVISION;  
THENCE WEST ALONG THE NORTH LINE OF SAID SOUTH 330 FEET A DISTANCE OF 984 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

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# *Index #16*

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

**CITY COUNCIL MEETING DATE: January 6, 2014**

<b>AGENDA ITEM:</b> Appointment to the Library Board	<b>AGENDA SECTION:</b> Mayor's Business	
<b>PREPARED BY:</b> April O'Brien, Deputy City Clerk	<b>AGENDA NUMBER:</b>	
<b>ATTACHMENTS:</b> Appointment Form	<b>APPROVED BY:</b>	
	<b>MAYOR</b>	<b>CAO</b>
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>	

Summary:

Mayor Nehring is requesting the appointment of Larry Nyland to the Library Board.

**RECOMMENDED ACTION:**

Mayor Nehring recommends the City Council confirm the appointment of Larry Nyland to the Library Board.

**COUNCIL ACTION:**

Office of the Mayor  
Jon Nehring  
1049 State Avenue  
Marysville, WA 98020  
Phone: 360-363-8000  
Fax: 360-651-5033  
marysvillewa.gov

### APPOINTMENT

I, Jon Nehring, duly elected and acting Mayor of the City of Marysville, do hereby appoint Larry Nyland as a member of the LIBRARY BOARD of the City of Marysville, pursuant to the provisions of the Marysville Municipal Code 2.08.010 dated this 6 day of January, 2014.

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M A Y O R

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

Dated this 6 day of January, 2014

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LARRY NYLAND

This term of appointment expires the 1 day of January, 2019.

# *Index #17*

# The importance of February's levy vote for the students of Marysville School District cannot be overstated.

# Replacement Educational Programs Maintenance & Operations and New Technology Levy » 2015-2018



# FACTS & INFORMATION



Our current four-year levy expires at the end of 2014.



Sound investment in the future of our schools and our students.



Without current and upgradable technology, we fail to serve our students who must rely on technology to learn and to ensure future success.



Our technology is obsolete. One-third of the devices we use cannot be updated.



For information, contact Jim Baker, Executive Director of Finance and Operations: [jim\\_baker@msvl.k12.wa.us](mailto:jim_baker@msvl.k12.wa.us)

Additional information can also be found online at: [www.msvl.k12.wa.us](http://www.msvl.k12.wa.us)



## REMEMBER TO MAIL IN YOUR BALLOT BY FEBRUARY 11TH



Marysville School District



# Replacement Educational Programs Maintenance & Operations Levy

## Not a New Tax - Replaces Expiring Levy

**Replaces expiring levy** passed by voters in 2010. Pays for 20% of the daily school operating budget.

## Supports teachers and smaller class size

- Classroom teachers and instructional aides
- Nurses, counselors, librarians
- Teacher training
- Address individual learner needs
- Programs for students with special needs

## Classroom and School Basics

- Textbooks and curriculum materials
- Basic maintenance of healthy, safe and secure schools
- Maintaining safe playgrounds, playfields, and sports facilities
- On-going school maintenance, utilities, transportation
- Classroom supplies

## Activities and Fine Arts

- Athletics, arts, music, and extra-curricular programs
- Will eliminate athletic participation fees

Average annual levy rate will be an additional .30 cents per \$1,000 of assessed home value. For example, on a house valued at \$200,000, annual new cost would be \$60.

	Tax Year	Requested Levy	Projected per 1,000
\$	2015	\$24,800,000	\$4.35
	2016	\$25,900,000	\$4.41
	2017	\$27,200,000	\$4.49
	2018	\$28,500,000	\$4.57



# New Technology Levy



## A New Levy

Technology levy to prepare students for the future. Last technology levy approved by voters **expired in 2005**.

## District-wide Improvements for Learning

- Devices
- Apps
- Student learning
- Staff learning
- Informational kiosks at every school office

## WiFi, Cables, and Power

- WiFi at all buildings
- WiFi available to public after 5:00 pm at all schools (*parking areas around schools*)
- Routers
- Power sources
- Wiring
- Access needed for learning

## Safety and Security

- Security cameras at front door of every school

Average annual levy rate will be .50 cents per \$1,000 of assessed home value. For example, on a house valued at \$200,000, annual new cost would be \$100.

	Tax Year	Requested Levy	Projected per 1,000
\$	2015	\$3,000,000	\$0.53
	2016	\$3,000,000	\$0.51
	2017	\$3,000,000	\$0.50
	2018	\$3,000,000	\$0.48

# *Index #18*

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

**CITY COUNCIL MEETING DATE: January 6, 2014**

<b>AGENDA ITEM:</b> Appointment to the Planning Commission	<b>AGENDA SECTION:</b> Mayor's Business	
<b>PREPARED BY:</b> April O'Brien, Deputy City Clerk	<b>AGENDA NUMBER:</b>	
<b>ATTACHMENTS:</b> Appointment Form	<b>APPROVED BY:</b>	
	<b>MAYOR</b>	<b>CAO</b>
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>	

Summary:

Mayor Nehring is requesting the reappointment of Stephen Leifer to the Planning Commission.

<b>RECOMMENDED ACTION:</b> Mayor Nehring recommends the City Council confirm the reappointment of Stephen Leifer to the Planning Commission.
<b>COUNCIL ACTION:</b>

Office of the Mayor  
Jon Nehring  
1049 State Avenue  
Marysville, WA 98020  
Phone: 360-363-8000  
Fax: 360-651-5033  
marysvillewa.gov

APPOINTMENT

I, Jon Nehring, duly elected and acting Mayor of the City of Marysville, do hereby reappoint Steve Leifer as a member of the PLANNING COMMISSION of the City of Marysville, pursuant to the provisions of the Marysville Municipal Code 18.04.020 dated this 6 day of January, 2014.

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M A Y O R

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

Dated this 6 day of January, 2014

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STEVE LEIFER

This term of appointment expires the 2 day of August, 2019.