

Marysville City Council Meeting**April 28, 2014****7:00 p.m.****City Hall****Call to Order****Invocation****Pledge of Allegiance****Roll Call****Approval of the Agenda****Committee Reports****Presentations**

A. Employee Services Award

B. Volunteer of the Month

C. Proclamation: Declaring May 10, 2014 as Letter Carriers' Food Drive Day

D. Proclamation: Declaring May 1, 2014 as Arbor Day in the City of Marysville
Arbor Day

E. State of the Court Presentation

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

1. Approval the April 7, 2014 City Council Work Session Meeting Minutes.

Consent2. Approval of the April 2, 2014 Claims in the Amount of \$865,383.76; Paid by Check
Number's 91186 through 91328 with No Checks Voided.3. Approval of the April 9, 2014 Claims in the Amount of \$473,327.17; Paid by Check
Number's 91329 through 91470 with Check Number 87609 Voided.4. Approval of the April 16, 2014 Claims in the Amount of \$434,587.43; Paid by Check
Number's 91471 through 91612 with Check Number's 91022 and 91414 Voided.5. Approval of the April 4, 2014 Payroll in the Amount of \$1,480,744.99; Paid by Check
Number's 27514 through 27554.

Marysville City Council Meeting

April 28, 2014

7:00 p.m.

City Hall

6. Approval of the April 18, 2014 Payroll in the Amount of \$857,752.09; Paid by Check Number's 27555 through 27590.

Review Bids

Public Hearings

New Business

7. Consider Accepting the State Avenue Overlay (92nd Street NE to 100th Street NE) Project, Starting the 45-Day Lien Filing Period for Project Closeout.

8. Consider the Amendment No. 1 to Interlocal Cooperation Agreement for Inter-Jurisdictional Coordination relating to Affordable Housing within Snohomish County.

9. Consider the Professional Services Agreement with River Oaks Communications Corporation for Cable Consultant Services.

10. Consider the Lease Agreement with Yamaha Motor Company for Ten (10) Gas Powered Cars for Delivery in June 2014.

11. Consider an **Ordinance** of the City of Marysville, Washington, Establishing a Biennial Budget Process, Providing for Severability, and Establishing an Effective Date.

12. Consider an **Ordinance** of the City of Marysville, Washington, Amending Portions of the Marysville Municipal Code (MMC) Section 22A.020.040 Entitled "C" Definitions; Section 22A.020.140 Entitled "M" Definitions; Section 22A.020.190 Entitled "R" Definitions; Section 22A.020.220 Entitled "U" Definitions; Section 22C.010.060 Table Entitled "Permitted Uses" Adding New Provisions to the Table; Section 22C.010.070 Entitled "Permitted Uses development Conditions' to Add a New Footnote (48); Section 22C.020.060 Table Entitled "Permitted Uses" Adding New Provisions to the Table; Section 22C.020.070 Entitled "Permitted Uses-Development Conditions to Add a New Footnote (69) - Relating to Prohibiting the Production, Growth, Manufacturing, Processing, Accepting of Donations, Giving Away or Selling of Recreational Marijuana or Marijuana Infused Products within the City; Terminating the Effectiveness of Marysville Ordinance No 2936 upon this Ordinance Becoming Effective; Providing for Severability and Establishing and Effective Date.

Legal

Marysville City Council Meeting**April 28, 2014****7:00 p.m.****City Hall****Mayor's Business****Staff Business****Call on Councilmembers****Executive Session**

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

Adjourn

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

C

PROCLAMATION

Declaring May 10, 2014 as Letter Carriers' Food Drive Day

WHEREAS, in 2013, many households in Washington State struggled to provide enough food for their family; and

WHEREAS, children are more likely to lack sufficient food than the population as a whole; and

WHEREAS, the National Association of Letter Carriers is working to alleviate the challenges of hunger in Washington State through its annual *Stamp Out Hunger* food drive; and

WHEREAS, on May 10, 2014, letter carriers will join fellow letter carriers in Washington State and across the nation in what has become the nation's largest one-day food drive; and

NOW, THEREFORE I, JON NEHRING, MAYOR OF THE CITY OF MARYSVILLE on behalf of the City Council and our community, do hereby proclaim May 10, 2014 as

Letter Carriers' Food Drive Day

in the City of Marysville, and I urge all people in Marysville to join me in this special observance.

Under my hand and seal this Twenty-eighth day of April, 2014.

THE CITY OF MARYSVILLE

MAYOR

D



PROCLAMATION

Declaring May 1, 2014 as Arbor Day in the City of Marysville

- WHEREAS, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and
- WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and
- WHEREAS, Arbor Day is now observed throughout the nation and the world; and
- WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and
- WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and
- WHEREAS, Marysville is a Tree City USA participant for over 5 years and these community programs increase property values, enhance the economic vitality of business areas and beautify our community; and
- WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE I, JON NEHRING, MAYOR OF THE CITY OF MARYSVILLE on behalf of the City Council and our community, do hereby proclaim May 1, 2014 as

Arbor Day in the City of Marysville

and I encourage all people in Marysville to celebrate Arbor Day and to support efforts to protect our trees and woodlands.

Under my hand and seal this Twenty-eighth day of April, 2014.

THE CITY OF MARYSVILLE

MAYOR

Index #1

COUNCIL*DRAFT*
MINUTES**Work Session**
*April 7, 2014***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 Pro Tem: Jeff Vaughan

Council: Kamille Norton, Jeff Seibert, Michael Stevens, Rob Toyer, and Donna Wright

Absent: Steve Muller

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, and Recording Secretary Laurie Hugdahl.

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

Mayor Nehring suggested that item 14 be moved up under Discussion Items.

Motion made by Councilmember Wright, seconded by Councilmember Seibert, to approve the agenda moving item 14 to Discussion Items. **Motion** passed unanimously (6-0).

Committee Reports

Councilmember Seibert reported on the Public Works Committee meeting and the Public Safety Committee meeting.

Presentations

Discussion Items

14. Consider an **Ordinance** of the City of Marysville, Washington, relating to contracting indebtedness; providing for the issuance of not to exceed \$[_____] aggregate principal amount of local improvement district bonds to provide a portion of the funds necessary to finance public improvements in Local Improvement District No. 71 ("LID No. 71"), make a deposit to the City's Local Improvement Guaranty Fund, and pay the costs of issuance of the Bonds; fixing or setting parameters with respect to certain terms and covenants of the bonds; appointing the City's designated representative to approve the final terms of the sale of the bonds; fixing the interest rate on assessments within LID No. 71; and providing for other related matters.

Finance Director Langdon explained that this is the actual bond financing Ordinance for the LIDs. The City has about \$1.4 million that has been pre-paid. Bond Counsel Lindsay Coates from Foster Pepper discussed this item. There were no comments or questions.

1. Consider the Presentation on Biennial Budgets and direct staff to begin preparations for a biennial budget for 2015/2106 or to continue with an annual budget for 2015.

Finance Director Langdon reviewed highlights of the webinar related to Biennial Budgeting as outlined in the PowerPoint presentation in the Council's packet. She reviewed a description of biennial budgeting, how to implement a biennial budget, requirements of the mid-biennium review, reasons to implement a biennial budget, reasons not to use biennial budgets, observations from cities and counties using biennial budgeting, and other tips and tricks. Finance Director Langdon recommended starting out by adopting two one-year budgets before doing a two-year budget.

Councilmember Toyer asked how this conversation came about. Finance Director Langdon explained that she and Gloria had brought it up to see what Council thought of it. Most of the cities that Marysville does business with do biennial budgeting. She noted that there are definitely advantages to it, especially with looking forward. CAO Hirashima added that this is a current discussion point with several cities and was a recommendation from MRSC and PSRC. She sees benefits in terms of the longer-term planning and the structure that this provides.

Chief Smith spoke in support of the biennial budget. He said he worked under a biennial budget in Vancouver before coming to Marysville. It saves time, allows for a longer-term approach, consistency to the process, stability, provides unification for the city, flexibility. CAO Hirashima commented that she believes this would be a very conservative budget and possibly could ultimately result in some cost savings.

Councilmember Seibert asked how this would impact the audit. Finance Director Langdon said it would be the same process. The audit just compares the appropriations to the expenditures to make sure we don't overspend.

DRAFT

Mayor Pro Tem Vaughan asked about the timing of implementing this. Finance Director Langdon reviewed this. Mayor Pro Tem Vaughan asked if this would help to expedite projects or if it could cause more delays. Public Works Director Nielsen explained that it definitely wouldn't cause more delays. Staff is eager to get projects completed. Mayor Pro Tem Vaughan asked if this would require Council action. Finance Director Langdon said it would require Council action to move to a biennial process.

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

2. Approval of the March 17, 2014 City Council Meeting minutes.
3. Approval of the March 24, 2014 City Council Meeting Minutes.

Consent

4. Approval of the March 19, 2014 Claims in the Amount of \$456,424.34; Paid by Check Number's 90865 through 91020 with Check Number's 86864 and 90662 Voided.
5. Approval of the March 20, 2014 Payroll in the Amount of \$954,396.63; Paid by Check Number's 27475 through 27513.
6. Approval of the March 26, 2014 Claims in the Amount of \$780,844.95; Paid by Check Number's 91021 through 91185 with No Checks Voided.

Review Bids

Public Hearings

7. Consider the Program Year 2014 Annual Action Plan, as Recommended by the Citizen Advisory Committee on March 11, 2014, Provide a Summary of, and Response to any Comments Received during the Public Hearing into the Program Year 2014 Annual Action Plan, and Direct Staff to Forward Program Year 2014 Annual Action Plan to the U.S. Department of Housing and Urban Development (*Public Hearing will be held on April 14, 2014*).

CAO Hirashima reviewed the proposed projects.

Councilmember Seibert asked why Housing Hope didn't get funded at all this year. CAO Hirashima replied that there were concerns by the committee about the amount of money being dedicated to a small play facility. She noted that there was money allocated to the project in the prior year.

New Business

DRAFT

8. Consider the Special Event Application for Total Health Events to Conduct the “Heroes Half Marathon” Running Event on Sunday, April 27, 2014, Including the Street Closure of Southbound Columbia Avenue, South of 1st Street, and Southbound SR529 South of 1st Street.

CAO Hirashima commented that this is the third or fourth year that the event has been put on. It has been a successful event with no problems.

Councilmember Seibert asked if they will be closing down both directions of 529. CAO Hirashima thought it would be just the southbound lane. There would be officers directing traffic. There was discussion about the race route.

9. Consider the Professional Services Agreement between the City of Marysville and BHC Consultants in the Amount of \$135,539.

Public Works Director Nielsen explained that this is a pilot study for Xenon to see how it will perform for future use by the City.

Councilmember Seibert commented that this would allow the City to have a backup if needed in the future.

10. Consider the Interlocal Agreement for Natural Yard Care Public Outreach and Evaluation Program.

Director Nielsen said the City received a grant from the DOE with 16 other cities to do education with 502 randomly selected homes regarding natural yard care. This meets the education requirement of the NPDES permit.

11. Consider the Professional Services Agreement with Snohomish County for Equipment Maintenance and Repair.

Director Nielsen explained that this is the City’s annual agreement in case we need the County to do maintenance on our equipment.

12. Consider the Professional Services Agreement Supplement No. 2 in the Amount of \$36,192.00 with Murray, Smith & Associates, Inc.

This is doing a pilot study at the Highway 9 well for the Department of Health. Staff will also be doing a blending analysis to determine how that water will react with water in other areas.

13. Consider the Interlocal Agreement with the City of Granite Falls for Outdoor Video Services.

Director Ballew explained that staff has been working with the City of Granite Falls for a number of years with a similar contract.

DRAFT

15. Consider the Special Event Application for the Marysville Arts Coalition to Conduct an Art Show and Sale on April 24-25, 2014.

CAO Hirashima explained this is a special event that will be held at the old Dunn Lumber building. *It's Raining Art* is put on by the Marysville Arts Coalition. Staff has reviewed the building and noted that there has been a fire alarm system installed.

Legal

Mayor's Business

16. Civil Service Commission Appointment: Michael Ferri (*action will be taken on April 14, 2014*).

Councilmember Norton asked the Civil Service Rules regarding membership requirements for members of political parties. City Attorney Weed said he would look into it and report back to Council.

Staff Business

Sandy Langdon reported that ESB 5964 passed the legislature. This is a bill requiring the training of Open Public Meetings Act and Public Records Act by records officers and elected officials. Training will be held in Everett on July 9 from 3 to 4:30 at the State Auditor's Office.

Kevin Nielsen stated that staff discussed Transportation and the TBD at Marysville University last week.

Jim Seibert:

- Yellow ribbons will be going up in the community. Cheryl Decker contacted the Mayor about supporting the efforts in Oso. In honor of those lost in the tragedy, the City's flags were at half-mast over the weekend.
- He attended a Walkable Washington symposium where Marysville was nominated as a case study for an award. He was pleased that the City was nominated even though we didn't win. The City of Redmond is doing a great job with their endeavors.

Chief Smith gave an update on police activities and noted that the NITE team has been very busy writing multiple search warrants.

CAO Hirashima had no comments.

Grant Weed:

- He will be providing more information to his clients about the requirements related to ESB 5964.
- He gave an update on recent marijuana legislation.

Call on Councilmembers

Kamille Norton:

- She attended the Dream Big for Kids event that the school district put on last Saturday. She was excited to see so many people from the community show up. It was a very well-attended well-run event.
- She commented that when the good weather comes out, it's amazing how many people you see out running and walking. She is excited for the Bayview Trail extension to get completed.

Donna Wright had no comments.

Jeff Seibert:

- The improvements on 51st make it much nicer to walk. He encouraged staff to do that in other areas too.
- He has noticed lots of people out using parks and playfields even when the weather isn't nice.
- He asked about the timing of the LED lights installation. Director Nielsen said they have already switched them out. They are much brighter and use less power.

Michael Stevens said he was pleased to see his son's picture in the Recreation guide.

Rob Toyer got an email from Public Disclosure Commission informing him that filings are due in a few weeks.

Jeff Vaughan had no comments.

Adjournment

Seeing no further business Mayor Nehring adjourned the meeting at 8:15 p.m.

Approved this _____ day of _____, 2014.

Mayor
Jon Nehring

April O'Brien
Deputy City Clerk

Index #2

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: April 28, 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 **April 2, 2014** claims in the amount of **\$865,383.76** paid by **Check No.'s 91186 through 91328 with no Check No. voided.**

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-4

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 **\$865,383.76 PAID BY CHECK NO.'S 91186 THROUGH 91328 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 **28th DAY OF APRIL 2014.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

DATE: 4/2/2014
TIME: 9:34:00AM

**CITY OF MARYSVILLE
INVOICE LIST**

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FOR INVOICES FROM 3/27/2014 TO 4/2/2014

| <u>CHK #</u> | <u>VENDOR</u> | <u>ITEM DESCRIPTION</u> | <u>ACCOUNT DESCRIPTION</u> | <u>ITEM AMOUNT</u> |
|--------------|----------------------|--------------------------------|----------------------------|--------------------|
| 91186 | ALBERTSONS | INMATE SUPPLIES | DETENTION & CORRECTION | 99.92 |
| 91187 | AMSAN SEATTLE | DEGREASER | ER&R | 136.21 |
| | AMSAN SEATTLE | JANITORIAL SUPPLIES | WASTE WATER TREATMENT F | 268.50 |
| | AMSAN SEATTLE | | UTIL ADMIN | 325.63 |
| | AMSAN SEATTLE | | MAINT OF GENL PLANT | 367.44 |
| | AMSAN SEATTLE | | COURT FACILITIES | 387.66 |
| | AMSAN SEATTLE | | PUBLIC SAFETY BLDG. | 397.03 |
| | AMSAN SEATTLE | | ADMIN FACILITIES | 439.50 |
| 91188 | ARAMARK UNIFORM | UNIFORM SERVICE | MAINTENANCE | 11.13 |
| 91189 | ASSN OF WA CITIES | AWC 34TH ANNUAL LABOR RELATION | PERSONNEL ADMINISTRATIO | 125.00 |
| 91190 | BELL, BETTE G | SPECIAL EVENT | COMMUNITY CENTER | 40.00 |
| 91191 | BERNETHY, STACEY | RENTAL DEPOSIT REFUND | GENERAL FUND | 100.00 |
| 91192 | BICKFORD FORD | TRUNK LATCH | EQUIPMENT RENTAL | 79.96 |
| 91193 | BLUMENTHAL UNIFORMS | UNIFORM-OZMENT | POLICE PATROL | 428.69 |
| | BLUMENTHAL UNIFORMS | UNIFORM-PITTS | POLICE PATROL | 529.04 |
| 91194 | BORGMAN ELECTRICAL | REFUND ELEC PERMIT FEES | COMMUNITY DEVELOPMENT | 50.00 |
| 91195 | BOYD, RAE | INMATE MEDICAL CARE | DETENTION & CORRECTION | 1,805.00 |
| 91196 | BUILDING SPECIALTIES | 2X4 RADAR | ADMIN FACILITIES | 40.61 |
| 91197 | CALLAWAY GOLF | IRON SET | GOLF COURSE | 846.49 |
| 91198 | CAMCAL CO INC | SHOP SUPPLIES | EQUIPMENT RENTAL | 1,083.59 |
| 91199 | CARDWELL, IRATXE | INTERPRETER SERVICES | COURTS | 100.00 |
| 91200 | CARQUEST | RETURN FAN CLUTCH | EQUIPMENT RENTAL | -38.70 |
| | CARQUEST | RADIATOR HOSE | EQUIPMENT RENTAL | 12.48 |
| | CARQUEST | FAN CLUTCH | EQUIPMENT RENTAL | 38.70 |
| | CARQUEST | | EQUIPMENT RENTAL | 50.84 |
| 91201 | CARRS ACE | SIGN/SIGNAL SUPPLIES | STREET LIGHTING | 133.99 |
| 91202 | CEMEX | ASPHALT | ROADWAY MAINTENANCE | 137.59 |
| | CEMEX | | ROADWAY MAINTENANCE | 357.08 |
| 91203 | CENTRAL WELDING SUPP | WELDING GAS | MAINTENANCE | 67.24 |
| 91204 | CHEMTRADE CHEMICALS | ALUMINUM SULFATE | WASTE WATER TREATMENT F | 5,067.83 |
| 91205 | CLYDE WEST | DRIVE BELT | EQUIPMENT RENTAL | 25.97 |
| 91206 | COMCAST | MONTHLY BROADBAND CHARGE | COMPUTER SERVICES | 217.50 |
| 91207 | COMCAST | CABLE SERVICE-KBCC | BAXTER CENTER APPRE | 49.67 |
| 91208 | COMMERCIAL FIRE | FIRE EXTINGUISHER SERVICE | ER&R | 18.75 |
| | COMMERCIAL FIRE | | ER&R | 45.63 |
| | COMMERCIAL FIRE | | ER&R | 70.95 |
| 91209 | COMPUCOM SYSTEMS | SOFTWARE UPDATE | UTILITY BILLING | 54.48 |
| | COMPUCOM SYSTEMS | | POLICE PATROL | 157.16 |
| | COMPUCOM SYSTEMS | | GENERAL SERVICES - OVERH | 314.38 |
| | COMPUCOM SYSTEMS | | UTIL ADMIN | 447.46 |
| | COMPUCOM SYSTEMS | | IS REPLACEMENT ACCOUNTS | 2,094.37 |
| 91210 | COOP SUPPLY | GREASE GUN | ROADWAY MAINTENANCE | 29.51 |
| | COOP SUPPLY | | STORM DRAINAGE | 29.52 |
| | COOP SUPPLY | GRASS SEED | PARK & RECREATION FAC | 179.16 |
| 91211 | COSTA, RIETTA | INSTRUCTOR SERVICES | COMMUNITY CENTER | 54.00 |
| 91212 | CRABTREE, BRIAN | WITNESS FEES | MUNICIPAL COURTS | 15.60 |
| 91213 | CRYSTAL SPRINGS | WATER COOLER RENTAL | SOLID WASTE OPERATIONS | 25.60 |
| | CRYSTAL SPRINGS | | WASTE WATER TREATMENT F | 59.64 |
| 91214 | DATABAR | SUMMONS/BAIL NOTICES | MUNICIPAL COURTS | 552.07 |
| 91215 | DAY WIRELESS SYSTEMS | CALIBRATIONS | POLICE PATROL | 397.87 |
| | DAY WIRELESS SYSTEMS | | POLICE PATROL | 481.74 |
| 91216 | DB SECURE SHRED | MONTHLY SHREDDING SERVICE | PROBATION | 16.79 |
| | DB SECURE SHRED | | PROBATION | 16.79 |
| | DB SECURE SHRED | | MUNICIPAL COURTS | 50.38 |
| | DB SECURE SHRED | | MUNICIPAL COURTS | 50.38 |
| 91217 | DELACRUZ, CAROL | REFUND CLASS FEES | PARKS-RECREATION | 50.00 |
| 91218 | DELL | SOUND BAR | COMPUTER SERVICES | 113.98 |
| | DELL | MONITORS | ENGR-GENL | 193.84 |
| | DELL | MONITORS AND ACCESSORIES | EQUIPMENT RENTAL | 228.02 |
| | DELL | MONITORS | IS REPLACEMENT ACCOUNTS | 317.74 |
| | DELL | | IS REPLACEMENT ACCOUNTS | 317.74 |

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 3/27/2014 TO 4/2/2014

| <u>CHK #</u> | <u>VENDOR</u> | <u>ITEM DESCRIPTION</u> | <u>ACCOUNT DESCRIPTION</u> | <u>ITEM AMOUNT</u> |
|--------------|----------------------|--------------------------------|----------------------------|--------------------|
| 91218 | DELL | MONITORS | IS REPLACEMENT ACCOUNTS | 342.07 |
| | DELL | DOCKING STATIONS | IS REPLACEMENT ACCOUNTS | 419.72 |
| | DELL | MONITORS AND ACCESSORIES | EQUIPMENT RENTAL | 447.97 |
| | DELL | LAPTOP | EQUIPMENT RENTAL | 1,930.10 |
| | DELL | FIELD | IS REPLACEMENT ACCOUNTS | 4,014.92 |
| | DELL | LAPTOPS | IS REPLACEMENT ACCOUNTS | 4,358.85 |
| | DELL | MANAGEMENT | IS REPLACEMENT ACCOUNTS | 7,276.25 |
| 91219 | DENNIS, ELDON | LEOFF 1 REIMBURSEMENT | POLICE ADMINISTRATION | 314.70 |
| 91220 | DEPALMA, ARLINE | INSTRUCTOR SERVICES | COMMUNITY CENTER | 302.10 |
| 91221 | DICKS TOWING | TOWING EXPENSE-MP14-2167 | POLICE PATROL | 43.44 |
| 91222 | DONALDSON, BRENDA | REIMBURSE FED GRANT REQ TRAINI | ENGR-GENL | 125.00 |
| 91223 | DOUGLAS, LEE | LEOFF 1 REIMBURSEMENT | POLICE ADMINISTRATION | 1,000.00 |
| 91224 | DUNLAP INDUSTRIAL | WELDER BOX | ROADWAY MAINTENANCE | 169.21 |
| 91225 | E&E LUMBER | CONDUIT | PARK & RECREATION FAC | 5.20 |
| | E&E LUMBER | PHONE WIRE | COMPUTER SERVICES | 8.85 |
| | E&E LUMBER | TWINE AND TAPE | MAINTENANCE | 11.76 |
| | E&E LUMBER | FASTENERS | SIDEWALKS MAINTENANCE | 14.27 |
| | E&E LUMBER | CABLE, SOAP AND SWIVEL | MAINTENANCE | 22.05 |
| | E&E LUMBER | DRAIN OPENER | PARK & RECREATION FAC | 26.04 |
| | E&E LUMBER | GLOVES | PARK & RECREATION FAC | 65.59 |
| | E&E LUMBER | ELECTRICAL SUPPLIES | PARK & RECREATION FAC | 86.95 |
| | E&E LUMBER | DUSTMASKS, SAND PAPER AND LUMB | PARK & RECREATION FAC | 113.69 |
| | E&E LUMBER | GRAFITTI SUPPLIES | COMMUNITY DEVELOPMENT- | 122.88 |
| 91226 | EDGE ANALYTICAL | LAB ANALYSIS | WATER QUAL TREATMENT | 10.50 |
| | EDGE ANALYTICAL | | WATER QUAL TREATMENT | 10.50 |
| | EDGE ANALYTICAL | | WATER QUAL TREATMENT | 10.50 |
| | EDGE ANALYTICAL | | WATER QUAL TREATMENT | 12.00 |
| | EDGE ANALYTICAL | | WATER QUAL TREATMENT | 12.00 |
| | EDGE ANALYTICAL | | WATER QUAL TREATMENT | 12.00 |
| | EDGE ANALYTICAL | | WATER QUAL TREATMENT | 12.00 |
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| | EDGE ANALYTICAL | | WATER QUAL TREATMENT | 12.00 |
| | EDGE ANALYTICAL | | WATER QUAL TREATMENT | 12.00 |
| | EDGE ANALYTICAL | | WATER QUAL TREATMENT | 24.00 |
| | EDGE ANALYTICAL | | WATER QUAL TREATMENT | 36.00 |
| | EDGE ANALYTICAL | | WATER QUAL TREATMENT | 73.50 |
| | EDGE ANALYTICAL | | WATER QUAL TREATMENT | 115.50 |
| | EDGE ANALYTICAL | | WATER QUAL TREATMENT | 189.00 |
| 91227 | ELTON, JONATHAN | REIMBURSE MEALS-TRAINING | POLICE TRAINING-FIREARMS | 39.16 |
| 91228 | EMERALD HILLS | COFFEE SUPPLIES | BAXTER CENTER APPRE | 127.98 |
| 91229 | EMERALD RECYCLING | ANTIFREEZE AND OIL FILTER DISP | EQUIPMENT RENTAL | 152.25 |
| 91230 | EVERETT STEEL CO | STEEL | MAINTENANCE | 70.15 |
| 91231 | EVERETT, CITY OF | ANIMAL SHELTER FEES-FEB 2014 | ANIMAL CONTROL | 3,100.00 |
| 91232 | FIRE PROTECTION,INC | DIRECT CONNECT COMPUTER REPROG | LIBRARY-GENL | 114.03 |
| 91233 | FLOYD, CHRIS | INSTRUCTOR SERVICES | RECREATION SERVICES | 612.99 |
| 91234 | FORMULA TIRE & CAR | TIRES | MAINTENANCE | 466.98 |
| 91235 | FRONTIER COMMUNICATI | ACCT #36065125170927115 | STREET LIGHTING | 38.66 |
| | FRONTIER COMMUNICATI | ACCT #36065173190324995 | TRAFFIC CONTROL DEVICES | 40.70 |
| | FRONTIER COMMUNICATI | PHONE CHARGES | POLICE ADMINISTRATION | 43.46 |
| | FRONTIER COMMUNICATI | | POLICE PATROL | 43.46 |
| | FRONTIER COMMUNICATI | | ADMIN FACILITIES | 43.46 |
| | FRONTIER COMMUNICATI | | COMMUNICATION CENTER | 43.46 |
| | FRONTIER COMMUNICATI | | LIBRARY-GENL | 43.46 |
| | FRONTIER COMMUNICATI | | GENERAL SERVICES - OVERH | 43.46 |
| | FRONTIER COMMUNICATI | ACCT #36065771080927115 | STREET LIGHTING | 43.64 |
| | FRONTIER COMMUNICATI | ACCT #36065962121015935 | MAINT OF GENL PLANT | 57.68 |
| | FRONTIER COMMUNICATI | ACCT #36065976670111075 | OFFICE OPERATIONS | 57.68 |
| | FRONTIER COMMUNICATI | ACCT #36065191230801065 | WATER FILTRATION PLANT | 82.65 |
| | FRONTIER COMMUNICATI | ACCT #36065943981121075 | PUBLIC SAFETY BLDG. | 85.18 |
| | FRONTIER COMMUNICATI | PHONE CHARGES | COMMUNITY DEVELOPMENT- | 86.91 |
| | FRONTIER COMMUNICATI | | DETENTION & CORRECTION | 86.91 |
| | FRONTIER COMMUNICATI | | OFFICE OPERATIONS | 86.91 |

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|--------------|----------------------|--------------------------------|----------------------------|--------------------|
| 91235 | FRONTIER COMMUNICATI | PHONE CHARGES | COMMUNITY CENTER | 86.91 |
| | FRONTIER COMMUNICATI | | GOLF ADMINISTRATION | 86.91 |
| | FRONTIER COMMUNICATI | | GOLF ADMINISTRATION | 86.91 |
| | FRONTIER COMMUNICATI | ACCT #36065340280125085 | ADMIN FACILITIES | 87.28 |
| | FRONTIER COMMUNICATI | ACCT #25300981920624965 | SEWER LIFT STATION | 93.05 |
| | FRONTIER COMMUNICATI | PHONE CHARGES | UTILITY BILLING | 130.37 |
| | FRONTIER COMMUNICATI | | WASTE WATER TREATMENT F | 173.82 |
| | FRONTIER COMMUNICATI | | PARK & RECREATION FAC | 217.25 |
| | FRONTIER COMMUNICATI | | UTIL ADMIN | 298.92 |
| 91236 | GALLS, LLC | MAG CHARGER FLASHLIGHT | WATER/SEWER OPERATION | -13.41 |
| | GALLS, LLC | | STORM DRAINAGE | 169.39 |
| 91237 | GMS INDUSTRIAL | HAND DRILLS AND WHEELS | MAINTENANCE | 114.44 |
| 91238 | GONZALEZ, RIGOBERTO | RENTAL DEPOSIT REFUND | GENERAL FUND | 100.00 |
| 91239 | GOVCONNECTION INC | WIRELESS ADAPTERS | COMPUTER SERVICES | 66.74 |
| | GOVCONNECTION INC | ANNEX PRINTER | COMPUTER SERVICES | 383.60 |
| | GOVCONNECTION INC | SERVER ROOM SWITCH | IS REPLACEMENT ACCOUNTS | 3,725.44 |
| 91240 | GRAINGER | BREAKER LOCKOUTS AND LABEL MAK | WASTE WATER TREATMENT F | 298.66 |
| 91241 | GREGORY, DAWN | INSTRUCTOR SERVICES | RECREATION SERVICES | 216.00 |
| 91242 | GROUP HEALTH | PRE-EMPLOYMENT EVALUATION | POLICE ADMINISTRATION | 667.00 |
| 91243 | GUY, KRISTIE | REIMBURSE MILEAGE | PERSONNEL ADMINISTRATION | 143.43 |
| 91244 | HAGGEN INC. | MEETING SUPPLIES | MUNICIPAL COURTS | 108.08 |
| 91245 | HARBOR MARINE MAINT. | PAINT | EQUIPMENT RENTAL | 47.59 |
| 91246 | HD FOWLER COMPANY | VALVE BOX TOPS | WATER/SEWER OPERATION | 129.86 |
| | HD FOWLER COMPANY | TEES AND CORP STOPS | WATER/SEWER OPERATION | 451.01 |
| 91247 | HEIDEMAN, JUSTIN | REFUND CLASS FEES | PARKS-RECREATION | 50.00 |
| 91248 | HERTZ EQUIPMENT RENT | BOOM AND SCISSOR LIFT RENTAL | ROADWAY MAINTENANCE | 202.69 |
| | HERTZ EQUIPMENT RENT | | STORM DRAINAGE | 202.69 |
| | HERTZ EQUIPMENT RENT | EXCAVATOR RENTAL | SURFACE WATER CAPITAL PF | 1,609.68 |
| 91249 | HORIZON | FUNGICIDES | MAINTENANCE | 349.47 |
| 91250 | HUNDAHL, MICHAEL & M | UB 849000158000 7521 72ND DR N | WATER/SEWER OPERATION | 219.27 |
| 91251 | HYLARIDES, LETTIE | INTERPRETER SERVICES | COURTS | 112.50 |
| | HYLARIDES, LETTIE | | COURTS | 112.50 |
| | HYLARIDES, LETTIE | | COURTS | 112.50 |
| 91252 | INGRAM, LEAH | REIMBURSE MILEAGE | EXECUTIVE ADMIN | 37.30 |
| 91253 | JAEGER, PHILIP | UB 020530000001 5319 86TH PL N | WATER/SEWER OPERATION | 42.92 |
| 91254 | JON & IRINA KEHRER | UB 751159223001 5411 79TH AVE | WATER/SEWER OPERATION | 23.62 |
| 91255 | KADENA USA INC. | SHIRT AND JACKET | GOLF COURSE | 195.50 |
| 91256 | KELLY, CHRISTI | REFUND RENTAL FEE/DEPOSIT REFU | PARKS-RECREATION | 55.00 |
| | KELLY, CHRISTI | | GENERAL FUND | 100.00 |
| 91257 | KIM, JAMIE S. | PUBLIC DEFENDER | LEGAL - PUBLIC DEFENSE | 37.50 |
| | KIM, JAMIE S. | | LEGAL - PUBLIC DEFENSE | 165.00 |
| | KIM, JAMIE S. | | LEGAL - PUBLIC DEFENSE | 202.50 |
| 91258 | KLEIN, KENNETH W. | BUSINESS AND COMMUNITY ROUND T | EXECUTIVE ADMIN | 25.00 |
| 91259 | KUNSELMAN, DANIELLE | INSTRUCTOR SERVICES | COMMUNITY CENTER | 195.30 |
| | KUNSELMAN, DANIELLE | | COMMUNITY CENTER | 226.80 |
| 91260 | KUNSELMAN, DANIELLE | RENTAL DEPOSIT REFUND | GENERAL FUND | 100.00 |
| 91261 | LANCE, GABE | REIMBURSE BOOT PURCHASE | SOLID WASTE OPERATIONS | 180.00 |
| 91262 | LANGUAGE EXCHANGE | INTERPRETER SERVICES | COURTS | 296.25 |
| 91263 | LES SCHWAB TIRE CTR | TIRES (4) | EQUIPMENT RENTAL | 503.95 |
| 91264 | LOWES HIW INC | HARDWARE | PUMPING PLANT | 8.03 |
| | LOWES HIW INC | FIRE EXTINGUISHER (8) | WASTE WATER TREATMENT F | 30.98 |
| | LOWES HIW INC | | ADMIN FACILITIES | 30.98 |
| | LOWES HIW INC | | MAINT OF GENL PLANT | 61.94 |
| | LOWES HIW INC | | PUBLIC SAFETY BLDG. | 61.95 |
| | LOWES HIW INC | | LIBRARY-GENL | 61.95 |
| | LOWES HIW INC | WORK STANDS | PARK & RECREATION FAC | 72.11 |
| | LOWES HIW INC | CABLE AND CONNECTOR | PUBLIC SAFETY BLDG. | 85.23 |
| 91265 | MACKIE, TRACEY | INSTRUCTOR SERVICES | COMMUNITY CENTER | 328.00 |
| | MACKIE, TRACEY | | COMMUNITY CENTER | 724.50 |
| 91266 | MAILFINANCE | POSTAGE LEASE PAYMENT | CITY CLERK | 22.93 |
| | MAILFINANCE | | EXECUTIVE ADMIN | 22.93 |

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| 91266 | MAILFINANCE | POSTAGE LEASE PAYMENT | FINANCE-GENL | 22.93 |
| | MAILFINANCE | | PERSONNEL ADMINISTRATIO | 22.93 |
| | MAILFINANCE | | UTILITY BILLING | 22.93 |
| | MAILFINANCE | | LEGAL - PROSECUTION | 22.93 |
| | MAILFINANCE | | COMMUNITY DEVELOPMENT- | 22.93 |
| | MAILFINANCE | | ENGR-GENL | 22.93 |
| | MAILFINANCE | | UTIL ADMIN | 22.93 |
| | MAILFINANCE | | POLICE INVESTIGATION | 22.93 |
| | MAILFINANCE | | POLICE PATROL | 22.94 |
| | MAILFINANCE | | OFFICE OPERATIONS | 22.94 |
| | MAILFINANCE | | DETENTION & CORRECTION | 22.94 |
| | MAILFINANCE | | POLICE ADMINISTRATION | 22.94 |
| 91267 | MARYSVILLE FIRE DIST | FIRE CONTROL/EMERGENCY AID SER | FIRE-EMS | 192,223.67 |
| | MARYSVILLE FIRE DIST | | FIRE-GENL | 576,050.34 |
| 91268 | MARYSVILLE PRINTING | COMMITMENTS/CONDITIONS OF SENT | MUNICIPAL COURTS | 1,107.25 |
| 91269 | MARYSVILLE SCHOOL | FACILITY USAGE FEES-TMS | RECREATION SERVICES | 144.00 |
| 91270 | MARYSVILLE UNITED | ROOM RENTAL | EXECUTIVE ADMIN | 150.00 |
| 91271 | MCKINNEY, WALTER | LEOFF 1 REIMBURSEMENT | POLICE ADMINISTRATION | 338.50 |
| 91272 | MCNETT, TREVOR | WITNESS FEES | MUNICIPAL COURTS | 13.36 |
| 91273 | MESSERLY, CONNIE | REIMBURSE LUNCH AND LEARN SUPP | PERSONNEL ADMINISTRATIO | 38.23 |
| 91274 | METCALF, SHELLEY | INSTRUCTOR SERVICES | RECREATION SERVICES | 732.67 |
| 91275 | MOTOR TRUCKS | AIR BRAKE DIAPHRAM | EQUIPMENT RENTAL | 16.68 |
| 91276 | MOUNT, HERMAN | LEOFF 1 REIMBURSEMENT | POLICE ADMINISTRATION | 474.20 |
| 91277 | MURRAY, ED & SUSAN | UB 800354100000 5502 64TH ST N | WATER/SEWER OPERATION | 79.15 |
| 91278 | MURRAY, ED & SUSAN | UB 800354000000 5502 64TH ST N | WATER/SEWER OPERATION | 126.98 |
| 91279 | NATIONAL ENTERTAIN. | EASTER EGGS | GENERAL FUND | -33.54 |
| | NATIONAL ENTERTAIN. | | RECREATION SERVICES | 423.54 |
| 91280 | NEXTEL | ACCT #130961290 | WATER FILTRATION PLANT | 60.36 |
| | NEXTEL | | SOURCE OF SUPPLY | 60.36 |
| 91281 | NORTH COAST ELECTRIC | RETURN LAMPS | STREET LIGHTING | -52.13 |
| | NORTH COAST ELECTRIC | CONNECTORS, LAMPS AND HARDWARE | STREET LIGHTING | 115.22 |
| 91282 | NORTH SOUND HOSE | BULK HOSE | MAINTENANCE | 314.03 |
| 91283 | NORTHSTAR CHEMICAL | SODIUM HYPOCHLORITE | WATER FILTRATION PLANT | 964.00 |
| | NORTHSTAR CHEMICAL | | WATER QUAL TREATMENT | 1,030.00 |
| 91284 | NORTHUP GROUP | PRE-EMPLOYMENT SCREENING | POLICE ADMINISTRATION | 340.00 |
| 91285 | NW PROPERTY MANAGEME | UB 265702116000 5702 116TH ST | WATER/SEWER OPERATION | 25.17 |
| 91286 | OLASON, MONICA | INSTRUCTOR SERVICES | RECREATION SERVICES | 96.00 |
| | OLASON, MONICA | | RECREATION SERVICES | 126.00 |
| | OLASON, MONICA | | RECREATION SERVICES | 144.00 |
| | OLASON, MONICA | | RECREATION SERVICES | 168.00 |
| | OLASON, MONICA | | RECREATION SERVICES | 197.40 |
| | OLASON, MONICA | | RECREATION SERVICES | 240.00 |
| 91287 | OVERTON SAFETY TRAIN | AERIAL AND SCISSOR LIFT OPERAT | EXECUTIVE ADMIN | 1,700.00 |
| | OVERTON SAFETY TRAIN | FORKLIFT OPERATOR CERTIFICATIO | EXECUTIVE ADMIN | 2,675.00 |
| 91288 | OZUNA, JAMES | RENTAL DEPOSIT REFUND | GENERAL FUND | 100.00 |
| 91289 | PACIFIC POWER BATTER | BATTERIES | COMPUTER SERVICES | 66.51 |
| 91290 | PACIFIC POWER PROD. | BLADES | PARK & RECREATION FAC | 311.41 |
| 91291 | PAPE MACHINERY | SERPENTINE BELT, IDLER AND TEN | EQUIPMENT RENTAL | 410.17 |
| 91292 | PARTS STORE, THE | CORE REFUND | EQUIPMENT RENTAL | -241.31 |
| | PARTS STORE, THE | RETURN LIGHT BULB | EQUIPMENT RENTAL | -13.68 |
| | PARTS STORE, THE | CORE REFUND | EQUIPMENT RENTAL | -7.06 |
| | PARTS STORE, THE | FUNNEL | ROADSIDE VEGETATION | 3.34 |
| | PARTS STORE, THE | MARKER LENS | EQUIPMENT RENTAL | 5.71 |
| | PARTS STORE, THE | LIGHT BULB | EQUIPMENT RENTAL | 13.68 |
| | PARTS STORE, THE | DOME LIGHT BULB | EQUIPMENT RENTAL | 16.07 |
| | PARTS STORE, THE | WHEEL SEALS | EQUIPMENT RENTAL | 19.18 |
| | PARTS STORE, THE | TAIL LIGHT AND BACKUP LIGHT AS | EQUIPMENT RENTAL | 47.87 |
| | PARTS STORE, THE | TRANSMISSION FILTER | EQUIPMENT RENTAL | 62.42 |
| | PARTS STORE, THE | LUG NUTS AND STUDS | EQUIPMENT RENTAL | 66.46 |
| | PARTS STORE, THE | BRAKE SHOE W/CORE CHARGE, BRAK | EQUIPMENT RENTAL | 134.23 |
| | PARTS STORE, THE | TOOL BOX | EQUIPMENT RENTAL | 373.67 |

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| 91292 | PARTS STORE, THE | POWER STEERING GEAR BOX W/CORE | EQUIPMENT RENTAL | 415.38 |
| 91293 | PARTSMASER | SANDING DISCS AND BITS | EQUIPMENT RENTAL | 599.99 |
| 91294 | PEACE OF MIND | MINUTE TAKING SERVICE | CITY CLERK | 96.10 |
| | PEACE OF MIND | | CITY CLERK | 108.50 |
| | PEACE OF MIND | | COMMUNITY DEVELOPMENT- | 151.90 |
| 91295 | PEAVEY,LYNN COMPANY | EVIDENCE SUPPLIES | POLICE PATROL | 154.32 |
| 91296 | PHAM, JOSEPH | INTERPRETER SERVICE | COURTS | 125.00 |
| | PHAM, JOSEPH | INTERPRETER SERVICES | COURTS | 125.00 |
| 91297 | PIGSKIN UNIFORMS | UNIFORM-DAVIS | POLICE PATROL | 523.51 |
| 91298 | PITTS, KELLY | REIMBURSE MILEAGE | POLICE PATROL | 33.15 |
| 91299 | PLATT ELECTRIC | BITS, WASHERS AND COUPLINGS | PUMPING PLANT | 90.49 |
| 91300 | PREFERRED ELECTRIC | RELOCATE FLOOR ELEC BOXES | ADMIN FACILITIES | 336.66 |
| | PREFERRED ELECTRIC | ELECTRICAL REPAIR | PARK & RECREATION FAC | 374.67 |
| 91301 | PSSP - PUGET SOUND | SECURITY SERVICES-MARCH 2014 | PROBATION | 753.38 |
| | PSSP - PUGET SOUND | | MUNICIPAL COURTS | 2,260.12 |
| 91302 | PUD | ACCT #2023-7865-9 | MAINT OF GENL PLANT | 30.98 |
| | PUD | ACCT #2049-3331-1 | PUMPING PLANT | 32.03 |
| | PUD | ACCT #2010-6528-1 | PARK & RECREATION FAC | 32.55 |
| | PUD | ACCT #2016-7213-6 | SEWER LIFT STATION | 54.44 |
| | PUD | ACCT #2006-5074-5 | TRANSPORTATION MANAGEM | 68.30 |
| | PUD | ACCT #2030-0516-0 | STREET LIGHTING | 94.80 |
| | PUD | ACCT #2027-2901-8 | TRANSPORTATION MANAGEM | 101.81 |
| | PUD | ACCT #2030-6201-3 | STREET LIGHTING | 116.95 |
| | PUD | ACCT #2008-2727-7 | TRANSPORTATION MANAGEM | 119.42 |
| | PUD | ACCT #2034-3089-7 | STREET LIGHTING | 127.96 |
| | PUD | ACCT #2021-4311-1 | TRANSPORTATION MANAGEM | 137.11 |
| | PUD | ACCT #2024-6354-3 | SEWER LIFT STATION | 163.75 |
| | PUD | ACCT #2025-5745-0 | STREET LIGHTING | 207.54 |
| | PUD | ACCT #2026-8910-5 | WASTE WATER TREATMENT F | 241.47 |
| | PUD | ACCT #2024-9063-7 | SEWER LIFT STATION | 243.55 |
| | PUD | ACCT #2032-3100-6 | TRANSPORTATION MANAGEM | 298.84 |
| | PUD | ACCT #2020-3007-8 | TRANSPORTATION MANAGEM | 301.34 |
| | PUD | ACCT #2022-9433-6 | STREET LIGHTING | 308.84 |
| | PUD | ACCT #2025-7232-7 | STREET LIGHTING | 332.14 |
| | PUD | ACCT #2002-2385-7 | PARK & RECREATION FAC | 613.50 |
| | PUD | ACCT #2005-8648-5 | SEWER LIFT STATION | 1,473.77 |
| 91303 | RONGERUDE, JOHN | PUBLIC DEFENDER | LEGAL - PUBLIC DEFENSE | 225.00 |
| 91304 | SENTINEL OFFENDER SE | ELEC HOME MONITORING-FEB 2014 | DETENTION & CORRECTION | 521.98 |
| 91305 | SHIELDS, JIM | REFUND CLASS FEES | PARKS-RECREATION | 58.00 |
| 91306 | SHORES, CAROL A | UB 450971000000 5018 136TH PL | WATER/SEWER OPERATION | 122.61 |
| 91307 | SIGMAN, MICHAEL | LEOFF 1 REIMBURSEMENT | POLICE ADMINISTRATION | 314.70 |
| 91308 | SIX ROBBLEES INC | SAFETY CHAINS | ER&R | 21.34 |
| | SIX ROBBLEES INC | | ER&R | 106.70 |
| 91309 | SNAP-ON INCORPORATED | SMALL TOOLS | EQUIPMENT RENTAL | 569.73 |
| 91310 | SNO CO TREASURER | INMATE PRESCRIPTIONS-FEB 2014 | DETENTION & CORRECTION | 20.06 |
| 91311 | SOLID WASTE SYSTEMS | CRADLE BUMPERS | EQUIPMENT RENTAL | 296.89 |
| 91312 | SOUND POWER | POLE SAW | ROADSIDE VEGETATION | 575.53 |
| 91313 | SOUND PUBLISHING | LEGAL AD | GMA - STREET | 121.94 |
| 91314 | SOUND SAFETY | JEANS-ZAHNOW | UTIL ADMIN | 96.64 |
| | SOUND SAFETY | UNIFORM-MECHLING | MAINTENANCE | 96.64 |
| | SOUND SAFETY | | MAINTENANCE | 279.28 |
| 91315 | SPRINGBROOK NURSERY | SAND | PARK & RECREATION FAC | 23.69 |
| | SPRINGBROOK NURSERY | | PARK & RECREATION FAC | 81.85 |
| 91316 | STAPLES | OFFICE SUPPLY CREDIT | POLICE PATROL | -11.47 |
| | STAPLES | FOLDER CREDIT | UTIL ADMIN | -7.85 |
| | STAPLES | OFFICE SUPPLIES | UTILITY BILLING | 6.52 |
| | STAPLES | FOLDERS | UTIL ADMIN | 7.85 |
| | STAPLES | OFFICE SUPPLIES | UTILITY BILLING | 21.24 |
| | STAPLES | | COMMUNITY DEVELOPMENT- | 25.37 |
| | STAPLES | | UTILITY BILLING | 31.68 |
| | STAPLES | | CITY CLERK | 37.80 |

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| 91316 | STAPLES | OFFICE SUPPLIES | FINANCE-GENL | 37.80 |
| | STAPLES | | CITY CLERK | 75.60 |
| | STAPLES | | EXECUTIVE ADMIN | 107.69 |
| | STAPLES | | POLICE PATROL | 133.06 |
| | STAPLES | | UTILITY BILLING | 140.35 |
| | STAPLES | | FINANCE-GENL | 149.86 |
| | STAPLES | | CITY COUNCIL | 151.20 |
| | STAPLES | | POLICE PATROL | 167.39 |
| | STAPLES | | FINANCE-GENL | 192.08 |
| | STAPLES | | COMMUNITY DEVELOPMENT- | 220.84 |
| | STAPLES | | PARK & RECREATION FAC | 285.40 |
| | STAPLES | | COMMUNITY CENTER | 414.39 |
| 91317 | STATE PATROL | ACCESS USER FEE | OFFICE OPERATIONS | 534.00 |
| 91318 | STEVENS, MICHAEL A. | REIMBURSE MILEAGE/PARKING/MEAL | CITY COUNCIL | 75.53 |
| | STEVENS, MICHAEL A. | | CITY COUNCIL | 92.54 |
| | STEVENS, MICHAEL A. | REIMBURSE NLC CONFERENCE EXPEN | CITY COUNCIL | 224.71 |
| 91319 | STILES, EMMA | REIMBURSE TRAINING SUPPLIES | POLICE PATROL | 97.76 |
| 91320 | SWICK-LAFAVE, JULIE | REIMBURSE JAIL SUPPLY PURCHASE | DETENTION & CORRECTION | 123.91 |
| 91321 | TACOMA SCREW PRODUCT | HEAT SHRINK TUBE | EQUIPMENT RENTAL | 2.49 |
| | TACOMA SCREW PRODUCT | BOLTS | EQUIPMENT RENTAL | 10.62 |
| | TACOMA SCREW PRODUCT | | EQUIPMENT RENTAL | 14.24 |
| | TACOMA SCREW PRODUCT | CONNECTORS AND LOCK WASHERS | EQUIPMENT RENTAL | 28.78 |
| | TACOMA SCREW PRODUCT | SOCKETS | EQUIPMENT RENTAL | 43.98 |
| | TACOMA SCREW PRODUCT | BOLTS | EQUIPMENT RENTAL | 208.53 |
| 91322 | TITLEIST | GOLF BALLS | GOLF COURSE | 910.00 |
| | TITLEIST | | GOLF COURSE | 1,321.47 |
| 91323 | TOWERS, LORRIE | REIMBURSE DRY CLEANING COSTS | MUNICIPAL COURTS | 14.61 |
| 91324 | TULALIP CHAMBER | BBH (6) | EXECUTIVE ADMIN | 46.00 |
| | TULALIP CHAMBER | | CITY COUNCIL | 92.00 |
| 91325 | UNITED PARCEL SERVIC | SHIPPING EXPENSE | POLICE PATROL | 67.26 |
| 91326 | VAUGHAN, JEFFREY | REIMBURSE MILEAGE/PARKING/MEAL | CITY COUNCIL | 178.81 |
| 91327 | WAXIE SANITARY SUPPL | HAND SANITIZER | PARK & RECREATION FAC | 44.21 |
| 91328 | WESTERN EQUIPMENT | TIRES AND RIMS | MAINTENANCE | 273.17 |

WARRANT TOTAL:

865,383.76

REASON FOR VOIDS:

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

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CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: April 28, 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 **April 9, 2014** claims in the amount of **\$473,327.17** paid by **Check No.'s 91329 through 91470 with Check No. 87609 voided.**

COUNCIL ACTION:

BLANKET CERTIFICATION

CLAIMS
FOR
PERIOD-4

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 **\$473,327.17 PAID BY CHECK NO.'S 91329 THROUGH 91470 WITH CHECK NO. 87609 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 **28th DAY OF APRIL 2014.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

DATE: 4/9/2014
TIME: 9:36:57AM

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|--------------|----------------------|--------------------------------|----------------------------|--------------------|
| 91329 | ADI | STEREO AMP CREDIT | MAINT OF GENL PLANT | -129.20 |
| | ADI | IR KIT AND STEREO AMP | MAINT OF GENL PLANT | 249.64 |
| 91330 | AFTS | REMITTANCE PROCESSING-MARCH 20 | UTILITY BILLING | 838.60 |
| | AFTS | BILL PRINTING SERVICES-MARCH 2 | UTILITY BILLING | 7,605.94 |
| 91331 | ARAMARK UNIFORM | UNIFORM SERVICE | MAINTENANCE | 11.13 |
| 91332 | ASH CITY USA, INC. | GOLF SHIRTS | GOLF COURSE | 276.96 |
| 91333 | ASL INTERPRETER NETW | INTERPRETER SERVICES | EXECUTIVE ADMIN | 184.72 |
| 91334 | ATIMS | JMS ANNUAL MAINTENANCE | GENERAL FUND | -402.48 |
| | ATIMS | | DETENTION & CORRECTION | 5,082.48 |
| 91335 | AUDIOLOGY SERVICES | AUDIOMETRIC TEST AND TRAINING | EXECUTIVE ADMIN | 1,896.50 |
| 91336 | BARRETT, SUZANNE | INSTRUCTOR SERVICES | RECREATION SERVICES | 84.00 |
| | BARRETT, SUZANNE | | RECREATION SERVICES | 120.00 |
| 91337 | BLUMENTHAL UNIFORMS | UNIFORM CREDIT-OZMENT | POLICE PATROL | -49.28 |
| | BLUMENTHAL UNIFORMS | UNIFORM-CMDR BOARDS | POLICE ADMINISTRATION | 35.84 |
| | BLUMENTHAL UNIFORMS | UNIFORM-PITTS | POLICE PATROL | 116.15 |
| | BLUMENTHAL UNIFORMS | UNIFORM-OZMENT | POLICE PATROL | 191.03 |
| 91338 | CABLES PLUS | CAT 5 CABLES | INFORMATION SERVICES | -9.25 |
| | CABLES PLUS | | COMPUTER SERVICES | 116.76 |
| 91339 | CALLAWAY GOLF | METALS | GOLF COURSE | 394.43 |
| 91340 | CAPITAL ONE COMMERC | SUPPLY REIMBURSEMENT | WATER DIST MAINS | 217.19 |
| | CAPITAL ONE COMMERC | | PARK & RECREATION FAC | 927.42 |
| 91341 | CARRS ACE | BROOMS AND TRASH PICKERS | ROADWAY MAINTENANCE | 123.82 |
| 91342 | CDW GOVERNMENT INC | TOUGH BOOK REPLACEMENT | IS REPLACEMENT ACCOUNTS | 3,674.82 |
| 91343 | CENTRAL WELDING SUPP | SAFETY VESTS | ER&R | 71.68 |
| | CENTRAL WELDING SUPP | SAFETY GLASSES AND JACKETS | ER&R | 194.05 |
| 91344 | CHEMTRAC SYSTEMS | CALIBRATION | WATER FILTRATION PLANT | 1,095.00 |
| 91345 | CHEMTRADE CHEMICALS | ALUMINUM SULFATE | WASTE WATER TREATMENT F | 5,053.31 |
| 91346 | CHENNAULT, KARI | REIMBURSE MAILING COSTS | UTIL ADMIN | 6.80 |
| 91347 | CHRISTMAN, ANTHONY & | UB 760960021000 6720 61ST PL N | WATER/SEWER OPERATION | 29.19 |
| 91348 | CNR, INC | MAINTENANCE CONTRACT | COMPUTER SERVICES | 1,355.79 |
| 91349 | CODE PUBLISHING | ELECTRONIC UPDATE | CITY CLERK | 324.12 |
| 91350 | COOP SUPPLY | HARDWARE | MAINTENANCE | 52.13 |
| 91351 | CORN, CHERYL | REFUND CLASS FEES | PARKS-RECREATION | 63.00 |
| 91352 | CORRECTIONS, DEPT OF | WORK CREW-FEB 2014 | STORM DRAINAGE | 266.06 |
| | CORRECTIONS, DEPT OF | | PARK & RECREATION FAC | 266.62 |
| | CORRECTIONS, DEPT OF | | ROADWAY MAINTENANCE | 266.75 |
| 91353 | CUES | CCTV CABLE | SEWER MAIN COLLECTION | 307.09 |
| 91354 | DAILY JOURNAL OF COM | LEGAL AD | SEWER CAPITAL PROJECTS | 79.80 |
| 91355 | DARLING, JESS A | RECOVERY CONTRACT #253 | WATER-UTILITIES/ENVIRONM | -75.00 |
| | DARLING, JESS A | | WATER/SEWER OPERATION | 315.06 |
| 91356 | DEAVER ELECTRIC | REPAIR LIGHT | PUBLIC SAFETY BLDG. | 81.45 |
| | DEAVER ELECTRIC | INSTALL EXTERIOR LIGHTING | MAINT OF GENL PLANT | 1,021.84 |
| 91357 | DICKS TOWING | TOWING EXPENSE-912YEA | POLICE PATROL | 43.44 |
| | DICKS TOWING | TOWING EXPENSE-MP14-2342 | POLICE PATROL | 43.44 |
| | DICKS TOWING | TOWING EXPENSE-MP14-2468 | POLICE PATROL | 43.44 |
| | DICKS TOWING | TOWING EXPENSE-MP14-2413 | POLICE PATROL | 114.03 |
| 91358 | DIGITAL DOLPHIN SUPP | TONER | GENERAL FUND | -36.56 |
| | DIGITAL DOLPHIN SUPP | | POLICE PATROL | 461.60 |
| 91359 | DONALDSON, BRENDA | REIMBURSE WSDOT SPEC BOOKS | STORM DRAINAGE | 27.18 |
| | DONALDSON, BRENDA | | COMMUNITY DEVELOPMENT- | 54.35 |
| | DONALDSON, BRENDA | | ENGR-GENL | 135.87 |
| 91360 | E&E LUMBER | SIDEWINDER | MAINTENANCE | 7.29 |
| | E&E LUMBER | NAILS | SIDEWALKS MAINTENANCE | 10.32 |
| | E&E LUMBER | PAINTING SUPPLIES | PARK & RECREATION FAC | 16.16 |
| | E&E LUMBER | LUMBER AND SUPPLIES | PARK & RECREATION FAC | 24.11 |
| | E&E LUMBER | DEADBOLT AND KEYS | ROADSIDE VEGETATION | 43.23 |
| | E&E LUMBER | LUMBER | MAINTENANCE | 81.32 |
| | E&E LUMBER | TAPE, HARDWARE AND INSULATION | MAINTENANCE | 81.37 |
| 91361 | ECOLOGY, DEPT. OF | STORMWATER PERMIT | STORM DRAINAGE | 4,993.58 |
| 91362 | EVERETT STEEL CO | STEEL | PARK & RECREATION FAC | 138.73 |
| 91363 | EVERETT, CITY OF | LAB ANALYSIS | STORM DRAINAGE | 162.00 |

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| 91364 | EWING IRRIGATION | FERTILIZER | PARK & RECREATION FAC | 914.75 |
| 91365 | FEENEY WIRELESS | ANTENNA | WATER CAPITAL PROJECTS | 134.42 |
| 91366 | FELDMAN & LEE P.S. | PUBLIC DEFENDER | LEGAL - PUBLIC DEFENSE | 20,000.00 |
| 91367 | FINLEY, JOSEPH | REIMBURSE MILEAGE AND SUPPLIES | COMPUTER SERVICES | 21.35 |
| | FINLEY, JOSEPH | | COMPUTER SERVICES | 94.02 |
| 91368 | FIRE PROTECTION, INC | FIRE ALARM REPAIR-EMERGENCY | LIBRARY-GENL | 282.36 |
| 91369 | FLORIAN, LLC | INSTRUCTOR SERVICES | RECREATION SERVICES | 90.00 |
| 91370 | FOLEY, JANET | | RECREATION SERVICES | 192.00 |
| 91371 | FOOTJOY | SHOES, SOCKS AND GLOVES | GOLF COURSE | 141.10 |
| | FOOTJOY | | GOLF COURSE | 1,168.42 |
| 91372 | FRONTIER COMMUNICATI | PHONE CHARGES | RECREATION SERVICES | -0.05 |
| | FRONTIER COMMUNICATI | | CRIME PREVENTION | -0.01 |
| | FRONTIER COMMUNICATI | | SOLID WASTE CUSTOMER EX | -0.01 |
| | FRONTIER COMMUNICATI | | YOUTH SERVICES | 0.02 |
| | FRONTIER COMMUNICATI | | LEGAL-GENL | 0.06 |
| | FRONTIER COMMUNICATI | | ANIMAL CONTROL | 0.22 |
| | FRONTIER COMMUNICATI | | FACILITY MAINTENANCE | 0.47 |
| | FRONTIER COMMUNICATI | | PURCHASING/CENTRAL STOF | 0.87 |
| | FRONTIER COMMUNICATI | | CITY CLERK | 0.89 |
| | FRONTIER COMMUNICATI | | GENERAL SERVICES - OVERH | 1.23 |
| | FRONTIER COMMUNICATI | | PERSONNEL ADMINISTRATIO | 1.97 |
| | FRONTIER COMMUNICATI | | GOLF ADMINISTRATION | 2.40 |
| | FRONTIER COMMUNICATI | | COMPUTER SERVICES | 2.55 |
| | FRONTIER COMMUNICATI | | STORM DRAINAGE | 4.42 |
| | FRONTIER COMMUNICATI | | FINANCE-GENL | 4.89 |
| | FRONTIER COMMUNICATI | | WASTE WATER TREATMENT F | 5.12 |
| | FRONTIER COMMUNICATI | | COMMUNITY CENTER | 5.21 |
| | FRONTIER COMMUNICATI | | UTILITY BILLING | 6.62 |
| | FRONTIER COMMUNICATI | | PARK & RECREATION FAC | 6.66 |
| | FRONTIER COMMUNICATI | | DETENTION & CORRECTION | 7.21 |
| | FRONTIER COMMUNICATI | | UTIL ADMIN | 7.46 |
| | FRONTIER COMMUNICATI | | LEGAL - PROSECUTION | 7.56 |
| | FRONTIER COMMUNICATI | | POLICE ADMINISTRATION | 7.83 |
| | FRONTIER COMMUNICATI | | POLICE PATROL | 9.42 |
| | FRONTIER COMMUNICATI | | EXECUTIVE ADMIN | 9.48 |
| | FRONTIER COMMUNICATI | | ENGR-GENL | 11.99 |
| | FRONTIER COMMUNICATI | | COMPUTER SERVICES | 14.32 |
| | FRONTIER COMMUNICATI | | MUNICIPAL COURTS | 14.53 |
| | FRONTIER COMMUNICATI | | OFFICE OPERATIONS | 15.02 |
| | FRONTIER COMMUNICATI | | POLICE INVESTIGATION | 19.12 |
| | FRONTIER COMMUNICATI | | COMMUNITY DEVELOPMENT- | 36.41 |
| | FRONTIER COMMUNICATI | ACCT #36065347410509955 | WASTE WATER TREATMENT F | 42.61 |
| | FRONTIER COMMUNICATI | ACCT #36065833580311025 | POLICE PATROL | 43.64 |
| | FRONTIER COMMUNICATI | ACCT #36065852920604075 | PERSONNEL ADMINISTRATIO | 60.82 |
| | FRONTIER COMMUNICATI | | MUNICIPAL COURTS | 152.23 |
| 91373 | GLOBALSTAR INC. | PHONE SERVICE | OFFICE OPERATIONS | 57.27 |
| 91374 | GOTCHA PEST CONTROL | PEST CONTROL | ADMIN FACILITIES | 217.20 |
| 91375 | GOVCONNECTION INC | BARRACUDA REPLACEMENT AND MAIN | COMPUTER SERVICES | 1,094.87 |
| 91376 | GRAINGER | AIR COMPRESSOR | SEWER LIFT STATION | 1,481.46 |
| 91377 | GREGORY, DAWN | INSTRUCTOR SERVICES | RECREATION SERVICES | 36.00 |
| 91378 | GRIFFEN, CHRIS | PUBLIC DEFENDER | LEGAL - PUBLIC DEFENSE | 112.50 |
| | GRIFFEN, CHRIS | | LEGAL - PUBLIC DEFENSE | 112.50 |
| | GRIFFEN, CHRIS | | LEGAL - PUBLIC DEFENSE | 202.50 |
| | GRIFFEN, CHRIS | | LEGAL - PUBLIC DEFENSE | 225.00 |
| 91379 | H & R BLOCK | RENTAL DEPOSIT REFUND | GENERAL FUND | 200.00 |
| 91380 | HD FOWLER COMPANY | VALVE ASSEMBLY AND YARD HYDRAN | WATER SERVICE INSTALL | 258.86 |
| | HD FOWLER COMPANY | COUPLING AND ELBOW | STORM DRAINAGE | 264.17 |
| | HD FOWLER COMPANY | GASKETS, FLANGES AND VALVES | SOURCE OF SUPPLY | 410.38 |
| | HD FOWLER COMPANY | POST DRIVERS | WATER DIST MAINS | 542.91 |
| 91381 | HENDERSHOT, JOSHUA | UB 871190000006 4731 74TH PL N | GARBAGE | 64.69 |
| | HENDERSHOT, JOSHUA | | WATER/SEWER OPERATION | 148.74 |

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| 91382 | HERTZ EQUIPMENT RENT | DOZER RENTAL | STORM DRAINAGE | 1,699.15 |
| 91383 | HESS, AMY | REIMBURSE MILEAGE/MEALS/PARKIN | COMMUNITY DEVELOPMENT- | 189.97 |
| 91384 | HOFFMAN, KENNETH E | INSTRUCTOR SERVICES | RECREATION SERVICES | 324.00 |
| 91385 | HOSKINS, JEREMY & TR | UB 291430000000 13232 58TH DR | WATER/SEWER OPERATION | 118.82 |
| 91386 | INTERSTATE AUTO PART | LED WORKLIGHTS | TRAFFIC CONTROL DEVICES | 570.66 |
| | INTERSTATE AUTO PART | | ROADWAY MAINTENANCE | 570.66 |
| 91387 | KAMAN INDUSTRIAL TEC | WHEEL BEARING SETS | EQUIPMENT RENTAL | 848.42 |
| 91388 | KAREN L CORMIER-ALBA | UB 761707500001 7217 67TH PL N | WATER/SEWER OPERATION | 179.20 |
| 91389 | KASTNING, LISA | REFUND CLASS FEES | PARKS-RECREATION | 25.00 |
| 91390 | KEITH, MATTHEW & ARE | UB 800408350000 5738 65TH ST N | WATER/SEWER OPERATION | 333.26 |
| 91391 | KEMPLE, RANDY | REFUND CLASS FEES | PARKS-RECREATION | 55.00 |
| 91392 | KLEMENTSEN, TORY | INSTRUCTOR SERVICES | RECREATION SERVICES | 126.00 |
| | KLEMENTSEN, TORY | | RECREATION SERVICES | 262.50 |
| 91393 | KPG, INC PS | PROFESSIONAL SERVICES | GMA - STREET | 35,020.39 |
| 91394 | KRISTENSEN, KASHA | REFUND CLASS FEES | PARKS-RECREATION | 42.00 |
| 91395 | KUBOTA TRACTOR | 2014 KUBOTA UTILITY VEHICLE | EQUIPMENT RENTAL | 14,563.15 |
| 91396 | LAW, LYMAN, DANIEL, KAM | LEGAL SERVICES | NON-DEPARTMENTAL | 28.69 |
| | LAW, LYMAN, DANIEL, KAM | | WASTE WATER TREATMENT F | 86.06 |
| 91397 | LEGEND DATA SYSTEMS | ID BADGE PRINTER | PERSONNEL ADMINISTRATIO | 2,210.01 |
| 91398 | LEVEL MASONRY | SIGN REPAIR | MAINTENANCE | 1,620.00 |
| 91399 | LICENSING, DEPT OF | BOWEN, SANDRA (RENEWAL) | GENERAL FUND | 18.00 |
| | LICENSING, DEPT OF | CONCEPCION, DAVID (ORIGINAL) | GENERAL FUND | 18.00 |
| | LICENSING, DEPT OF | ISHMAEL, LYNN (ORIGINAL) | GENERAL FUND | 18.00 |
| | LICENSING, DEPT OF | KING, HENRY (ORIGINAL) | GENERAL FUND | 18.00 |
| | LICENSING, DEPT OF | MOMASSIE, CECIL (RENEWAL) | GENERAL FUND | 18.00 |
| | LICENSING, DEPT OF | OCONNOR, DAVID (RENEWAL) | GENERAL FUND | 18.00 |
| 91400 | MARYSVILLE PRINTING | VOLUNTEER APPRECIATION INVITAT | EXECUTIVE ADMIN | 12.49 |
| | MARYSVILLE PRINTING | FLYERS | POLICE PATROL | 1,639.86 |
| 91401 | MARYSVILLE, CITY OF | UTILITY SERVICE-17906 43RD AVE | WATER FILTRATION PLANT | 55.12 |
| | MARYSVILLE, CITY OF | UTILITY SERVICE-15524 SM PT BL | NON-DEPARTMENTAL | 302.03 |
| 91402 | MEGAPATH CORPORATION | INTERNET SERVICES | COMPUTER SERVICES | 263.83 |
| 91403 | MIRANDA, TONYA | INSTRUCTOR SERVICES | RECREATION SERVICES | 180.00 |
| | MIRANDA, TONYA | | RECREATION SERVICES | 396.00 |
| 91404 | MONROE, ANDREA | REFUND CLASS FEES | PARKS-RECREATION | 12.00 |
| 91405 | MURDOCH, REBECCA | | PARKS-RECREATION | 145.00 |
| 91406 | MURRAY, SMITH & ASSO | PROFESSIONAL SERVICES | WATER CAPITAL PROJECTS | 25,526.18 |
| 91407 | NASH, TIFFANY M | INSTRUCTOR SERVICES | RECREATION SERVICES | 108.00 |
| 91408 | NEHEMIAH COMMUNITY R | UB 270830000001 12120 52ND AVE | WATER/SEWER OPERATION | 137.47 |
| 91409 | NELSON PETROLEUM | FUEL CONSUMED | MAINTENANCE | 981.47 |
| 91410 | NEXTEL | ACCT #843707243 | EQUIPMENT RENTAL | 37.99 |
| 91411 | NORTHWESTERN AUTO | REPAIR AND REPAINT VEHICLE | EQUIPMENT RENTAL | 2,362.59 |
| 91412 | OFFICE DEPOT | OFFICE SUPPLIES | FINANCE-GENL | 97.90 |
| 91413 | PACIFIC POWER PROD. | SAFETY SWITCHES | PARK & RECREATION FAC | 45.98 |
| 91414 | PARK CREEK LIMITED | UB 980098000670 1 PARCEL #0095 | WATER/SEWER OPERATION | 44.64 |
| 91415 | PART WORKS INC, THE | VALVE | FACILITY REPLACEMENT | 95.41 |
| 91416 | PAZ, CARMEN | RENTAL DEPOSIT REFUND | GENERAL FUND | 100.00 |
| 91417 | PEACE OF MIND | MINUTE TAKING SERVICE | CITY CLERK | 170.50 |
| 91418 | PEREZ, KARINA | REFUND CLASS FEES | PARKS-RECREATION | 55.00 |
| 91419 | PETROCARD SYSTEMS | FUEL CONSUMED | STORM DRAINAGE | 55.91 |
| | PETROCARD SYSTEMS | | EQUIPMENT RENTAL | 97.32 |
| | PETROCARD SYSTEMS | | FACILITY MAINTENANCE | 224.78 |
| | PETROCARD SYSTEMS | | COMMUNITY DEVELOPMENT- | 395.55 |
| | PETROCARD SYSTEMS | | PARK & RECREATION FAC | 460.95 |
| | PETROCARD SYSTEMS | | GENERAL SERVICES - OVERH | 3,528.84 |
| | PETROCARD SYSTEMS | | MAINT OF EQUIPMENT | 3,980.45 |
| | PETROCARD SYSTEMS | | SOLID WASTE OPERATIONS | 4,353.18 |
| | PETROCARD SYSTEMS | | POLICE PATROL | 8,108.85 |
| 91420 | PITZER, THOMAS J | UB 751625050902 7111 55TH PL N | WATER/SEWER OPERATION | 22.97 |
| 91421 | PLATT ELECTRIC | CASES OF BULBS | FACILITY MAINTENANCE | 65.29 |
| | PLATT ELECTRIC | | UTIL ADMIN | 65.29 |
| 91422 | PNWS-AWWA | FLAGGER CERT WORKSHOP-HANNAHS | TRANSPORTATION MANAGEN | 90.00 |

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| 91423 | PREFERRED ELECTRIC | REPLACE POLE LIGHTS | ADMIN FACILITIES | 1,411.80 |
| | PREFERRED ELECTRIC | | COURT FACILITIES | 1,411.80 |
| 91424 | PUBLIC FINANCE | LID 71 ADMINISTRATION | INTEREST & OTHER DEBT SE | 1,453.14 |
| 91425 | 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 |
| | 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 #2013-8099-5 | PUMPING PLANT | 29.50 |
| | PUD | ACCT #2021-7786-1 | PUMPING PLANT | 30.50 |
| | PUD | ACCT #2026-7070-9 | STREET LIGHTING | 66.76 |
| | PUD | ACCT #2025-7611-2 | STREET LIGHTING | 98.80 |
| | PUD | ACCT #2033-4458-5 | STREET LIGHTING | 156.26 |
| | PUD | ACCT #2023-6819-7 | PUMPING PLANT | 239.92 |
| | PUD | ACCT #2026-0420-3 | STREET LIGHTING | 1,375.12 |
| | PUD | ACCT #2001-6459-8 | SOURCE OF SUPPLY | 1,625.88 |
| | PUD | ACCT #2025-7611-2 | STREET LIGHTING | 1,877.12 |
| | PUD | ACCT #2026-0420-3 | STREET LIGHTING | 2,062.68 |
| | PUD | ACCT #2010-9896-9 | PUMPING PLANT | 2,224.85 |
| | PUD | ACCT #2028-8209-8 | STREET LIGHTING | 8,427.17 |
| | PUD | | STREET LIGHTING | 13,180.95 |
| 91426 | PUGET SOUND ENERGY | ACCT #220002768939 | PUBLIC SAFETY BLDG. | 23.33 |
| | PUGET SOUND ENERGY | ACCT #200024981520 | COMMUNITY CENTER | 80.30 |
| | PUGET SOUND ENERGY | ACCT #200007052364 | MAINT OF GENL PLANT | 88.56 |
| | PUGET SOUND ENERGY | ACCT #200007781657 | PRO-SHOP | 95.76 |
| | PUGET SOUND ENERGY | ACCT #200023493808 | ADMIN FACILITIES | 309.90 |
| | PUGET SOUND ENERGY | ACCT #200004804056 | COURT FACILITIES | 352.19 |
| | PUGET SOUND ENERGY | ACCT #200013812314 | MAINT OF GENL PLANT | 846.62 |
| | PUGET SOUND ENERGY | ACCT #200010703029 | PUBLIC SAFETY BLDG. | 860.70 |
| 91427 | R&D PARK CREEK LLC | RECOVERY CONTRACT #253 | WATER-UTILITIES/ENVIRONM | -75.00 |
| | R&D PARK CREEK LLC | | WATER/SEWER OPERATION | 315.06 |
| 91428 | RADIOSHACK | TELEMETRY SUPPLIES | UTIL ADMIN | 3.24 |
| 91429 | REGAN, TERAH | REFUND CLASS FEES | PARKS-RECREATION | 25.00 |
| 91430 | REVENUE, DEPT OF | 1ST QTR LEASEHOLD TAX 2014 | MUNICIPAL COURTS | 288.90 |
| | REVENUE, DEPT OF | | PARK & RECREATION FAC | 558.54 |
| | REVENUE, DEPT OF | | WATER/SEWER OPERATION | 682.74 |
| | REVENUE, DEPT OF | | GOLF COURSE | 944.10 |
| | REVENUE, DEPT OF | | GENERAL FUND | 1,142.78 |
| | REVENUE, DEPT OF | | WATER SERVICES | 1,208.37 |
| 91431 | RICKER, KIM | REIMBURSE WELLNESS EXPENSE | PERSONNEL ADMINISTRATIO | 63.71 |
| 91432 | RICOH USA, INC. | COPIER CHARGES | PROBATION | 5.88 |
| | RICOH USA, INC. | | WASTE WATER TREATMENT F | 6.11 |
| | RICOH USA, INC. | | MAINTENANCE | 7.23 |
| | RICOH USA, INC. | | COMMUNITY CENTER | 8.76 |
| | RICOH USA, INC. | | GENERAL SERVICES - OVERH | 11.28 |
| | RICOH USA, INC. | | UTILITY BILLING | 24.54 |
| | RICOH USA, INC. | | CITY CLERK | 27.38 |
| | RICOH USA, INC. | | FINANCE-GENL | 27.38 |
| | RICOH USA, INC. | | PARK & RECREATION FAC | 47.60 |
| | RICOH USA, INC. | | POLICE PATROL | 78.34 |
| | RICOH USA, INC. | | MUNICIPAL COURTS | 83.76 |
| | RICOH USA, INC. | | PERSONNEL ADMINISTRATIO | 107.22 |
| | RICOH USA, INC. | | ENGR-GENL | 118.69 |
| | RICOH USA, INC. | | DETENTION & CORRECTION | 125.63 |
| | RICOH USA, INC. | | LEGAL - PROSECUTION | 165.89 |
| | RICOH USA, INC. | | EXECUTIVE ADMIN | 173.44 |
| | RICOH USA, INC. | | UTIL ADMIN | 184.10 |

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| 91432 | RICOH USA, INC. | COPIER CHARGES | COMMUNITY DEVELOPMENT- | 216.53 |
| | RICOH USA, INC. | | POLICE INVESTIGATION | 279.21 |
| | RICOH USA, INC. | | OFFICE OPERATIONS | 591.70 |
| 91433 | RICOH USA, INC. | | MAINTENANCE | 27.68 |
| | RICOH USA, INC. | | COMMUNITY CENTER | 27.68 |
| | RICOH USA, INC. | | WASTE WATER TREATMENT F | 39.44 |
| | RICOH USA, INC. | | GENERAL SERVICES - OVERH | 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 |
| 91434 | ROBINSON LANE HOA | RENTAL DEPOSIT REFUND | GENERAL FUND | 100.00 |
| 91435 | ROBINSON STEEL CO | LOCKER ROOM BENCHES | GENERAL FUND | -155.66 |
| | ROBINSON STEEL CO | | PARK & RECREATION FAC | 1,965.66 |
| 91436 | RODDA | PAINTING SUPPLIES | MAINT OF GENL PLANT | 9.98 |
| | RODDA | | UTIL ADMIN | 9.98 |
| | RODDA | | PUBLIC SAFETY BLDG. | 9.98 |
| | RODDA | | ADMIN FACILITIES | 9.98 |
| | RODDA | | LIBRARY-GENL | 9.98 |
| | RODDA | PAINT | FACILITY REPLACEMENT | 530.09 |
| 91437 | RUANO, BIANCA | RENTAL DEPOSIT REFUND | GENERAL FUND | 100.00 |
| 91438 | RUCH-BROWN, MARY | | PARKS-RECREATION | 180.00 |
| 91439 | SANDBLASTERS INC | PICNIC TABLE REPAIR | PARK & RECREATION FAC | 3,224.06 |
| 91440 | SECURITY LENDING, LT | UB 235030100000 5030 119TH ST | WATER/SEWER OPERATION | 40.58 |
| 91441 | SERVICELINK FNF | UB 130490000000 11223 48TH DR | WATER/SEWER OPERATION | 18.26 |
| 91442 | SHASTA RIDGE LLC | UB 983914000000 3914 82ND AVE | WATER/SEWER OPERATION | 50.00 |
| 91443 | SMOKEY POINT CONCRET | CONCRETE | SIDEWALKS MAINTENANCE | 739.29 |
| 91444 | SMOKEY POINT PLANT | PLANTS RETURNED | MAINT OF GENL PLANT | -589.16 |
| | SMOKEY POINT PLANT | PLANTS | MAINTENANCE | 606.82 |
| 91445 | SNAP-ON INCORPORATED | BOLT CUTTERS | STORM DRAINAGE | 87.48 |
| | SNAP-ON INCORPORATED | RATCHING HANDLE | GENERAL SERVICES - OVERH | 140.54 |
| | SNAP-ON INCORPORATED | TOOL BOXES (4) | GENERAL SERVICES - OVERH | 1,747.49 |
| | SNAP-ON INCORPORATED | | EQUIPMENT RENTAL | 1,747.49 |
| | SNAP-ON INCORPORATED | | STORM DRAINAGE | 1,747.49 |
| | SNAP-ON INCORPORATED | | WASTE WATER TREATMENT F | 1,747.49 |
| 91446 | SNO CO TREASURER | CRIME VICTIM/WITNESS FUNDS | CRIME VICTIM | 1,191.21 |
| 91447 | SONITROL | SECURITY MONITORING SERVICES | 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 |
| 91448 | SOUND POWER | HEDGE TRIMMER REPAIR | ROADSIDE VEGETATION | 54.30 |
| | SOUND POWER | BLOWER REPAIR AND TUNE | ROADSIDE VEGETATION | 133.50 |
| | SOUND POWER | MOTOR TUNE UP | ROADSIDE VEGETATION | 146.43 |
| | SOUND POWER | STIHL REPAIR AND TUNE | ROADSIDE VEGETATION | 203.63 |
| | SOUND POWER | BULK CHAINSAW CHAIN | ROADWAY MAINTENANCE | 302.31 |
| | SOUND POWER | | ROADSIDE VEGETATION | 302.32 |

DATE: 4/9/2014
TIME: 9:36:57AM

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| CHK # | VENDOR | ITEM DESCRIPTION | ACCOUNT DESCRIPTION | ITEM AMOUNT |
|-------|----------------------|--------------------------------|-------------------------|-------------|
| 91449 | SOUND SAFETY | GLOVES | MAINTENANCE | 65.75 |
| | SOUND SAFETY | UNIFORM-HARPRING | MAINTENANCE | 532.31 |
| | SOUND SAFETY | GLOVES | DETENTION & CORRECTION | 637.00 |
| 91450 | SPRINGBROOK NURSERY | ROCK | PARK & RECREATION FAC | 21.54 |
| | SPRINGBROOK NURSERY | SAND | PARK & RECREATION FAC | 81.85 |
| 91451 | STAPLES | CAMERAS AND CASES | STORM DRAINAGE | 275.20 |
| 91452 | STARUP, NICOLE & KAR | UB 570702005000 2812 178TH PL | WATER/SEWER OPERATION | 33.56 |
| 91453 | STILES, EMMA | REIMBURSE TRAINING SUPPLIES | POLICE PATROL | 15.83 |
| 91454 | TAYLORMADE | GOLF SHIRTS | GOLF COURSE | 956.33 |
| 91455 | TITLEIST | GOLF BALLS | GOLF COURSE | 112.78 |
| | TITLEIST | | GOLF COURSE | 112.78 |
| | TITLEIST | | GOLF COURSE | 112.78 |
| | TITLEIST | | GOLF COURSE | 112.78 |
| 91456 | UNITED PARCEL SERVIC | SHIPPING EXPENSE | POLICE PATROL | 53.38 |
| | UNITED PARCEL SERVIC | | SEWER MAIN COLLECTION | 338.68 |
| 91457 | VINYL SIGNS & BANNER | DECAL | MAINTENANCE | 473.28 |
| 91458 | VOGEL, VERNA | REFUND CLASS FEES | PARKS-RECREATION | 60.00 |
| 91459 | WA STATE TREASURER | PUBLIC SAFETY & BLDG REVENUE | GENERAL FUND | 113.22 |
| | WA STATE TREASURER | | GENERAL FUND | 77,052.00 |
| 91460 | WA STATE TREASURER | FORFEITURES Q1-2014 | DRUG SEIZURE | 1,315.10 |
| 91461 | WAPRO | 2014 WAPRO SPRING TRAINING-BRO | CITY CLERK | 165.00 |
| 91462 | WASTE MANAGEMENT | YARDWASTE AND RECYCLE SERVICE | RECYCLING OPERATION | 102,823.31 |
| 91463 | WAXIE SANITARY SUPPL | JANITORIAL SUPPLIES | PARK & RECREATION FAC | 300.95 |
| 91464 | WEED GRAAFSTRA | LEGAL SERVICE | SIDEWALKS CONSTRUCTION | 154.00 |
| | WEED GRAAFSTRA | | STORM DRAINAGE | 290.00 |
| | WEED GRAAFSTRA | | GMA - STREET | 399.00 |
| | WEED GRAAFSTRA | FORFEITURES-MARCH 2014 | POLICE INVESTIGATION | 643.50 |
| | WEED GRAAFSTRA | LEGAL SERVICE | ENGR-GENL | 777.00 |
| | WEED GRAAFSTRA | | UTIL ADMIN | 975.00 |
| | WEED GRAAFSTRA | | UTIL ADMIN | 1,017.50 |
| | WEED GRAAFSTRA | | LEGAL-GENL | 3,166.75 |
| | WEED GRAAFSTRA | | ROADS/STREETS CONSTRUCT | 6,643.92 |
| | WEED GRAAFSTRA | | LEGAL-GENL | 11,196.00 |
| | WEED GRAAFSTRA | | UTIL ADMIN | 11,196.00 |
| 91465 | WELLS FARGO BANK NA | UB 040552922001 6615 94TH ST N | WATER/SEWER OPERATION | 24.51 |
| 91466 | WESTERN PETERBILT | CORE CREDIT | EQUIPMENT RENTAL | -97.74 |
| | WESTERN PETERBILT | WINDOW HANDLE | EQUIPMENT RENTAL | 89.77 |
| | WESTERN PETERBILT | CORE CHARGE | EQUIPMENT RENTAL | 97.74 |
| | WESTERN PETERBILT | WINDOW REGULATOR | EQUIPMENT RENTAL | 344.64 |
| | WESTERN PETERBILT | | EQUIPMENT RENTAL | 344.64 |
| | WESTERN PETERBILT | BRAKES DRUMS, SHOES, SEALER AN | EQUIPMENT RENTAL | 526.96 |
| 91467 | WILLIAMS, TOYKA | REFUND CLASS FEES | PARKS-RECREATION | 60.00 |
| 91468 | WOGGE, CHESTER | GOLF BALLS | GOLF COURSE | 90.00 |
| 91469 | WOODMANSEE, LAUREN | INSTRUCTOR SERVICES | RECREATION SERVICES | 403.20 |
| 91470 | WRIGHT, DONNA | REIMBURSE MILEAGE | CITY COUNCIL | 19.20 |

WARRANT TOTAL:

473,371.81

REASON FOR VOIDS:

CHECK #87609

INITIATOR ERROR

(44.64)

INITIATOR ERROR

WRONG VENDOR

CHECK LOST/DAMAGED IN MAIL

UNCLAIMED PROPERTY

473,327.17

Index #4

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: April 28, 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 **April 16, 2014** claims in the amount of **\$434,587.43** paid by **Check No.'s 91471 through 91612** with **Check No. 91022 & 91414 voided.**

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-4

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 **\$434,587.43 PAID BY CHECK NO.'S 91471 THROUGH 91612 WITH CHECK NO.'S 91022 & 91414 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 **28th DAY OF APRIL 2014.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

DATE: 4/16/2014
TIME: 1:05:41PM

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| <u>CHK #</u> | <u>VENDOR</u> | <u>ITEM DESCRIPTION</u> | <u>ACCOUNT DESCRIPTION</u> | <u>ITEM AMOUNT</u> |
|--------------|----------------------|--------------------------------|----------------------------|--------------------|
| 91471 | REVENUE, DEPT OF | SALES AND USE TAXES-MARCH 2014 | CITY CLERK | 0.30 |
| | REVENUE, DEPT OF | | COMMUNITY DEVELOPMENT- | 5.81 |
| | REVENUE, DEPT OF | | INFORMATION SERVICES | 21.29 |
| | REVENUE, DEPT OF | | POLICE ADMINISTRATION | 43.65 |
| | REVENUE, DEPT OF | | ER&R | 97.56 |
| | REVENUE, DEPT OF | | CITY STREETS | 99.18 |
| | REVENUE, DEPT OF | | PRO-SHOP | 206.02 |
| | REVENUE, DEPT OF | | GOLF COURSE | 255.58 |
| | REVENUE, DEPT OF | | TRIBAL GAMING FUND | 455.46 |
| | REVENUE, DEPT OF | | GENERAL FUND | 1,027.36 |
| | REVENUE, DEPT OF | | WATER/SEWER OPERATION | 1,081.04 |
| | REVENUE, DEPT OF | | RECREATION SERVICES | 1,570.67 |
| | REVENUE, DEPT OF | | GOLF COURSE | 3,405.64 |
| | REVENUE, DEPT OF | | STORM DRAINAGE | 4,746.10 |
| | REVENUE, DEPT OF | | SOLID WASTE OPERATIONS | 19,211.52 |
| | REVENUE, DEPT OF | | UTIL ADMIN | 56,477.28 |
| 91472 | 7 ELEVEN 29536 | UB 680881000001 10013 SHOULTES | WATER/SEWER OPERATION | 1,027.72 |
| 91473 | ADVANTAGE BUILDING S | JANITORIAL SERVICE | WATER FILTRATION PLANT | 43.33 |
| | ADVANTAGE BUILDING S | | COMMUNITY CENTER | 200.00 |
| | 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 | | MAINT OF GENL PLANT | 647.79 |
| | ADVANTAGE BUILDING S | | UTIL ADMIN | 750.70 |
| | ADVANTAGE BUILDING S | | PARK & RECREATION FAC | 829.31 |
| | ADVANTAGE BUILDING S | | PUBLIC SAFETY BLDG. | 1,085.75 |
| | ADVANTAGE BUILDING S | | COURT FACILITIES | 1,091.50 |
| 91474 | AIRGAS INC. | PLASMA CUTTER REFUND | SOLID WASTE OPERATIONS | -1,055.01 |
| | AIRGAS INC. | WELDING SUPPLIES | EQUIPMENT RENTAL | 261.29 |
| | AIRGAS INC. | PLASMA CUTTER | SOLID WASTE OPERATIONS | 1,055.01 |
| 91475 | AMERICAN CLEANERS | DRY CLEANING | DETENTION & CORRECTION | 46.41 |
| | AMERICAN CLEANERS | | OFFICE OPERATIONS | 46.92 |
| | AMERICAN CLEANERS | | POLICE PATROL | 71.78 |
| | AMERICAN CLEANERS | | POLICE ADMINISTRATION | 85.29 |
| 91476 | AMERICAN PLANNING | APA DUES-HOLLAND | COMMUNITY DEVELOPMENT- | 356.00 |
| | AMERICAN PLANNING | APA DUES-DUNGAN | COMMUNITY DEVELOPMENT- | 388.00 |
| 91477 | AMSAN SEATTLE | JANITORIAL SUPPLIES | ER&R | 136.21 |
| 91478 | ARAMARK UNIFORM | UNIFORM SERVICE | MAINTENANCE | 11.13 |
| | ARAMARK UNIFORM | | EQUIPMENT RENTAL | 26.01 |
| 91479 | BALUNSAT, FRANCIS & | UB 751159780001 5509 80TH AVE | WATER/SEWER OPERATION | 67.80 |
| 91480 | BICKFORD FORD | GASKETS | EQUIPMENT RENTAL | 7.35 |
| | BICKFORD FORD | HEATER MOTOR AND RESISTOR | EQUIPMENT RENTAL | 78.93 |
| | BICKFORD FORD | IGNITION ASSEMBLY AND SPARK PL | EQUIPMENT RENTAL | 460.90 |
| | BICKFORD FORD | CONVERTER AND GASKET | EQUIPMENT RENTAL | 767.96 |
| 91481 | BLACK ROCK CABLE INC | I-NET LEASE | CENTRAL SERVICES | 535.94 |
| 91482 | BLUMENTHAL UNIFORMS | UNIFORM-WADE | POLICE ADMINISTRATION | 17.32 |
| | BLUMENTHAL UNIFORMS | UNIFORM-OZMENT | POLICE PATROL | 882.76 |
| 91483 | BOICE, JEFFREY J. | VIDEO AND EDITING | EXECUTIVE ADMIN | 650.00 |
| 91484 | BOYDEN ROBINETT & AS | UB 651445480000 10421 62ND DR | WATER/SEWER OPERATION | 9.35 |
| 91485 | BOYDEN ROBINETT & AS | UB 651449137000 5929 105TH PL | WATER/SEWER OPERATION | 126.06 |
| 91486 | BRIM TRACTOR | FUEL FILTERS | ER&R | 51.44 |
| 91487 | BRUCE, PATRICIA | UTILITY TAX REBATE | NON-DEPARTMENTAL | 54.16 |
| 91488 | C R HARNDEN CO INC | TREES | ROADSIDE VEGETATION | 436.19 |
| | C R HARNDEN CO INC | | ROADSIDE VEGETATION | 468.50 |
| 91489 | CARRS ACE | CONDUIT, COUPLER AND ELBOW | WASTE WATER TREATMENT F | 14.94 |

DATE: 4/16/2014
TIME: 1:05:41PM

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|--------------|----------------------|--------------------------------|----------------------------|--------------------|
| 91489 | CARRS ACE | MESH SCREEN | WASTE WATER TREATMENT F | 17.38 |
| 91490 | CARTWRIGHT,CHRISTINE | REFUND CLASS FEES | PARKS-RECREATION | 184.00 |
| 91491 | CEMEX | SOIL | STORM DRAINAGE | 462.32 |
| 91492 | CHILD ADVOCACY CTR | CHILD INTERVIEW SPECIALIST-1ST | POLICE INVESTIGATION | 2,818.10 |
| 91493 | CHRISMAN, ERIC | REIMBRUSE MILEAGE/MEALS | PARK & RECREATION FAC | 97.13 |
| 91494 | CLEAN CUT | TREE REMOVAL | PARK & RECREATION FAC | 244.35 |
| 91495 | CODE 4 PUBLIC SAFETY | FRONT DESK SAFETY TRAINING | POLICE TRAINING-FIREARMS | 329.90 |
| 91496 | CONCRETE NOR'WEST | SAND | MAINTENANCE | 1,319.18 |
| 91497 | COOP SUPPLY | PLASTIC BAGS | ANIMAL CONTROL | 9.76 |
| | COOP SUPPLY | SCISSOR JACK | WASTE WATER TREATMENT F | 27.14 |
| | COOP SUPPLY | CASORON | ROADSIDE VEGETATION | 673.28 |
| 91498 | CORNEAL, NICOLE | REFUND CLASS FEES | PARKS-RECREATION | 55.00 |
| 91499 | CORPORATE OFFICE SPL | WYPALL WIPES | ER&R | 95.51 |
| | CORPORATE OFFICE SPL | | ER&R | 95.51 |
| 91500 | COSTLESS SENIOR SRVC | INMATE PRESCRIPTIONS | DETENTION & CORRECTION | 230.77 |
| 91501 | COUNTRY GREEN TURF | PALLET CREDIT | PARK & RECREATION FAC | -40.00 |
| | COUNTRY GREEN TURF | SOD W/PALLET CHARGE | PARK & RECREATION FAC | 984.82 |
| 91502 | CYCLONE LIGHTING | LIGHT POLE, BASE AND LED | CITY STREETS | -196.94 |
| | CYCLONE LIGHTING | | STREET LIGHTING | 2,486.94 |
| 91503 | DAVIS, JODY & KATIE | UB 094817000000 4817 145TH PL | WATER/SEWER OPERATION | 38.16 |
| 91504 | DAVIS, PENNY G. | INSTRUCTOR SERVICES | COMMUNITY CENTER | 105.00 |
| 91505 | DELL | LAPTOP CAR CHARGER | EQUIPMENT RENTAL | 73.84 |
| 91506 | DIAMOND B CONSTRUCT | REPAIR HEATER UNIT | UTIL ADMIN | 282.90 |
| | DIAMOND B CONSTRUCT | REPAIR FAN MOTOR | PUBLIC SAFETY BLDG. | 766.50 |
| 91507 | DICKS TOWING | TOWING EXPENSE-HONDA ACCORD | POLICE PATROL | 43.44 |
| | DICKS TOWING | TOWING EXPENSE-MP14-2524 | POLICE PATROL | 43.44 |
| | DICKS TOWING | TOWING EXPENSE-MP14-2572 | POLICE PATROL | 43.44 |
| | DICKS TOWING | TOWING EXPENSE-MP14-2604 | POLICE PATROL | 43.44 |
| | DICKS TOWING | TOWING EXPENSE-MP14-2605 | POLICE PATROL | 43.44 |
| | DICKS TOWING | TOWING EXPENSE-MP14-2665 | POLICE PATROL | 43.44 |
| | DICKS TOWING | TOWING EXPENSE-MP14-2762 | POLICE PATROL | 43.44 |
| | DICKS TOWING | TOWING EXPENSE-MP14-2770 | POLICE PATROL | 43.44 |
| | DICKS TOWING | TOWING EXPENSE-MP14-2780 | POLICE PATROL | 43.44 |
| 91508 | E&E LUMBER | FENCING | ROADWAY MAINTENANCE | 1.04 |
| | E&E LUMBER | WEEDING TOOL | PARK & RECREATION FAC | 5.52 |
| | E&E LUMBER | LUMBER AND HARDWARE | ROADWAY MAINTENANCE | 14.17 |
| | E&E LUMBER | CABLE TIES | RECREATION SERVICES | 16.45 |
| | E&E LUMBER | PAINT SUPPLIES | PARK & RECREATION FAC | 18.82 |
| | E&E LUMBER | SHOP DOOR ROLLERS | MAINT OF GENL PLANT | 23.74 |
| | E&E LUMBER | LUMBER | PARK & RECREATION FAC | 29.35 |
| | E&E LUMBER | | PARK & RECREATION FAC | 29.35 |
| | E&E LUMBER | DRINKING FOUNTAIN REPAIR SUPPL | PARK & RECREATION FAC | 31.01 |
| | E&E LUMBER | BITS, BULBS AND FASTENERS | PARK & RECREATION FAC | 36.74 |
| | E&E LUMBER | PLIERS AND CABLE TIES | RECREATION SERVICES | 45.41 |
| 91509 | EDGE ANALYTICAL | LAB ANALYSIS | WATER QUAL TREATMENT | 10.50 |
| | EDGE ANALYTICAL | | WATER QUAL TREATMENT | 12.00 |
| | EDGE ANALYTICAL | | WATER QUAL TREATMENT | 12.00 |
| | EDGE ANALYTICAL | | WATER QUAL TREATMENT | 12.00 |
| | EDGE ANALYTICAL | | WATER QUAL TREATMENT | 12.00 |
| | EDGE ANALYTICAL | | WATER QUAL TREATMENT | 12.00 |
| | EDGE ANALYTICAL | | WATER QUAL TREATMENT | 24.00 |
| | EDGE ANALYTICAL | | WATER QUAL TREATMENT | 178.50 |
| 91510 | EMERGENCY UNIVERSITY | ONLINE TRAINING COURSE | EXECUTIVE ADMIN | 1,050.00 |
| 91511 | ESRI | ARC GIS BASIC DESKTOP MEDIA LI | WATER DIST MAINS | 1,400.94 |
| 91512 | EVERETT BARK | BARK | PARK & RECREATION FAC | 69.78 |

DATE: 4/16/2014
TIME: 1:05:41PM

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|--------------|----------------------|--------------------------------|----------------------------|--------------------|
| 91512 | EVERETT BARK | BARK | PARK & RECREATION FAC | 69.78 |
| | EVERETT BARK | | PARK & RECREATION FAC | 69.78 |
| 91513 | EVERETT HYDRAULICS | ACTUATOR REBUILD | EQUIPMENT RENTAL | 594.32 |
| 91514 | EVERETT SOUND MACHIN | OUTBOARD MOTOR REPAIR | EQUIPMENT RENTAL | 324.32 |
| 91515 | EVERETT TIRE & AUTO | TIRES (8) | ER&R | 859.50 |
| 91516 | EVERETT, CITY OF | LAB ANALYSIS | WASTE WATER TREATMENT F | 1,779.60 |
| 91517 | EVERGREEN SECURITY | DVR TRAINING SERVICE CALL | COURT FACILITIES | 103.17 |
| 91518 | EVERGREEN TREE CARE | REMOVE 11 TREES, CHIP AND HAUL | WATER RESERVOIRS | 6,135.90 |
| 91519 | FCS GROUP | FIRE ALTERNATIVES ANALYSIS | NON-DEPARTMENTAL | 5,130.13 |
| 91520 | FRED MEYER | CAMERAS | WATER DIST MAINS | 152.02 |
| 91521 | FRONTIER COMMUNICATI | PHONE CHARGES | CRIME PREVENTION | 13.61 |
| | FRONTIER COMMUNICATI | | ANIMAL CONTROL | 13.61 |
| | FRONTIER COMMUNICATI | | COMMUNITY CENTER | 13.61 |
| | FRONTIER COMMUNICATI | | LEGAL-GENL | 13.61 |
| | FRONTIER COMMUNICATI | | SOLID WASTE CUSTOMER EX | 13.61 |
| | FRONTIER COMMUNICATI | | PURCHASING/CENTRAL STOF | 13.61 |
| | FRONTIER COMMUNICATI | ACCT #36065150331108105 | EXECUTIVE ADMIN | 23.32 |
| | FRONTIER COMMUNICATI | PHONE CHARGES | CITY CLERK | 27.22 |
| | FRONTIER COMMUNICATI | | FACILITY MAINTENANCE | 27.22 |
| | FRONTIER COMMUNICATI | | YOUTH SERVICES | 40.83 |
| | FRONTIER COMMUNICATI | | PERSONNEL ADMINISTRATIO | 40.83 |
| | FRONTIER COMMUNICATI | | LEGAL - PROSECUTION | 54.44 |
| | FRONTIER COMMUNICATI | | STORM DRAINAGE | 54.44 |
| | FRONTIER COMMUNICATI | | GOLF ADMINISTRATION | 54.44 |
| | FRONTIER COMMUNICATI | | EQUIPMENT RENTAL | 54.44 |
| | FRONTIER COMMUNICATI | ACCT #36065894930725005 | POLICE INVESTIGATION | 65.13 |
| | FRONTIER COMMUNICATI | | RECREATION SERVICES | 65.13 |
| | FRONTIER COMMUNICATI | PHONE CHARGES | FINANCE-GENL | 68.05 |
| | FRONTIER COMMUNICATI | | RECREATION SERVICES | 68.05 |
| | FRONTIER COMMUNICATI | | EXECUTIVE ADMIN | 81.66 |
| | FRONTIER COMMUNICATI | | PARK & RECREATION FAC | 81.66 |
| | FRONTIER COMMUNICATI | ACCT #36065891800622955 | LIBRARY-GENL | 85.22 |
| | FRONTIER COMMUNICATI | PHONE CHARGES | COMPUTER SERVICES | 95.31 |
| | FRONTIER COMMUNICATI | | ENGR-GENL | 108.88 |
| | FRONTIER COMMUNICATI | | POLICE INVESTIGATION | 108.88 |
| | FRONTIER COMMUNICATI | | UTILITY BILLING | 108.88 |
| | FRONTIER COMMUNICATI | | POLICE ADMINISTRATION | 122.49 |
| | FRONTIER COMMUNICATI | | GENERAL SERVICES - OVERH | 122.49 |
| | FRONTIER COMMUNICATI | | MUNICIPAL COURTS | 149.72 |
| | FRONTIER COMMUNICATI | | OFFICE OPERATIONS | 149.72 |
| | FRONTIER COMMUNICATI | | WASTE WATER TREATMENT F | 149.72 |
| | FRONTIER COMMUNICATI | | DETENTION & CORRECTION | 204.16 |
| | FRONTIER COMMUNICATI | | UTIL ADMIN | 258.60 |
| | FRONTIER COMMUNICATI | | COMMUNITY DEVELOPMENT- | 299.43 |
| | FRONTIER COMMUNICATI | | POLICE PATROL | 598.86 |
| 91522 | FUN EXPRESS LLC | SUPPLIES FOR EASTER EGG HUNT | GENERAL FUND | -11.38 |
| | FUN EXPRESS LLC | | RECREATION SERVICES | 143.66 |
| 91523 | GILLUM, BRIAN | LIFTING TECHNIQUE TRAINING | EXECUTIVE ADMIN | 488.70 |
| 91524 | GRANITE CONST | ASPHALT | ROADWAY MAINTENANCE | 186.73 |
| 91525 | GREEN RIVER CC | TRAINING-COBB | UTIL ADMIN | 280.00 |
| | GREEN RIVER CC | TRAINING-CRAIN | UTIL ADMIN | 280.00 |
| 91526 | GROUP HEALTH | HEP B SHOTS AND HEARING TESTS | EXECUTIVE ADMIN | 456.00 |
| | GROUP HEALTH | PRE-EMPLOYMENT SCREENING | POLICE ADMINISTRATION | 667.00 |
| 91527 | HARBOR MARINE MAINT. | OUTBOARD ENGINE | EQUIPMENT RENTAL | 134.20 |
| 91528 | HD FOWLER COMPANY | PVC UNION AND BUSHING | WASTE WATER TREATMENT F | 8.76 |

DATE: 4/16/2014
TIME: 1:05:41PM

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|--------------|----------------------|--------------------------------|----------------------------|--------------------|
| 91528 | HD FOWLER COMPANY | PCM TEE GASKETED | STORM DRAINAGE | 450.37 |
| | HD FOWLER COMPANY | GATE VALVE, BRASS AND GASKETS | WATER DIST MAINS | 589.36 |
| 91529 | HD SUPPLY WATERWORKS | BRASS HARDWARE | WATER DIST MAINS | 129.22 |
| 91530 | HENNIG, JEANINE TULL | INSTRUCTOR SERVICES | RECREATION SERVICES | 230.40 |
| 91531 | HENNIG, JEANINE TULL | | RECREATION SERVICES | 384.00 |
| 91532 | INFORMATION SERVICES | IGN MONTHLY CHARGE | OFFICE OPERATIONS | 195.00 |
| 91533 | INSTITUTE OF BUSINES | SAFETY ALERT RENEWAL | UTIL ADMIN | 177.00 |
| 91534 | JONES & CO. PETS | K9 FOOD 1ST QTR 2014 | K9 PROGRAM | 488.61 |
| 91535 | KEEFE, RYAN M | REIMBURSE MEAL | TRAINING | 8.28 |
| 91536 | KELLER SUPPLY COMPAN | ACCESS DOOR CREDIT | MAINT OF GENL PLANT | -53.22 |
| | KELLER SUPPLY COMPAN | ACCESS DOOR | MAINT OF GENL PLANT | 53.22 |
| | KELLER SUPPLY COMPAN | RESTROOM SUPPLIES | FACILITY REPLACEMENT | 59.60 |
| 91537 | KINNEY, HEATHER | REIMBURSE MEAL | TRANSPORTATION MANAGEN | 9.78 |
| 91538 | KIPLINGER WA EDITORS | 2014 SUBSCRIPTION | FINANCE-GENL | 89.00 |
| 91539 | KUNG FU 4 KIDS | INSTRUCTOR SERVICES | RECREATION SERVICES | 277.20 |
| 91540 | KUNKLE, KRISTIN | REFUND CLASS FEES | PARKS-RECREATION | 65.00 |
| 91541 | KUSTRA, TOMAS & NORI | UB 570676000000 2719 177TH PL | WATER/SEWER OPERATION | 79.57 |
| 91542 | LAKE INDUSTRIES | ASPHALT HAULED IN | STORM DRAINAGE | 120.00 |
| 91543 | LAKESIDE INDUSTRIES | ASPHALT | STORM DRAINAGE | 202.02 |
| | LAKESIDE INDUSTRIES | | WATER DIST MAINS | 202.02 |
| | LAKESIDE INDUSTRIES | | ROADWAY MAINTENANCE | 202.03 |
| 91544 | LAKEWOOD SCHOOL DIST | MITIGATION FEES-MARCH 2014 | SCHOOL MIT FEES | 4,356.00 |
| 91545 | LANGLEE, ANN | REFUND CLASS FEES | PARKS-RECREATION | 46.00 |
| 91546 | LASTING IMPRESSIONS | EMBROIDERY | ER&R | 29.32 |
| | LASTING IMPRESSIONS | EARTH DAY SHIRTS | STORM DRAINAGE | 1,183.74 |
| 91547 | LOWE, STEVEN & AMBER | UB 800408150001 5722 65TH ST N | WATER/SEWER OPERATION | 186.27 |
| 91548 | LOWES HIW INC | DUCT TAPE | MAINT OF GENL PLANT | 8.62 |
| 91549 | MARYSVILLE PAINT | PAINT | FACILITY REPLACEMENT | 52.04 |
| 91550 | MARYSVILLE PRINTING | BUSINESS CARDS | POLICE INVESTIGATION | 42.30 |
| | MARYSVILLE PRINTING | GARBAGE TAGS | UTILITY BILLING | 432.24 |
| 91551 | MARYSVILLE SCHOOL | FACILITY USAGE-LIBERTY | RECREATION SERVICES | 9.00 |
| | MARYSVILLE SCHOOL | FACILITY USAGE-CEDARCREST | RECREATION SERVICES | 15.00 |
| | MARYSVILLE SCHOOL | FACILITY USAGE FEES-TMS | RECREATION SERVICES | 108.00 |
| | MARYSVILLE SCHOOL | FACILITY USAGE-CEDARCREST | RECREATION SERVICES | 120.00 |
| | MARYSVILLE SCHOOL | FACILITY USAGE-LIBERTY | RECREATION SERVICES | 128.00 |
| | MARYSVILLE SCHOOL | FACILITY USAGE FEES-TMS | RECREATION SERVICES | 144.00 |
| | MARYSVILLE SCHOOL | FACILITY USAGE-TMS | RECREATION SERVICES | 150.00 |
| | MARYSVILLE SCHOOL | FACILITY USAGE-KELLOGG MARSH | RECREATION SERVICES | 171.00 |
| | MARYSVILLE SCHOOL | FACILITY USAGE-TMS | RECREATION SERVICES | 186.00 |
| | MARYSVILLE SCHOOL | FACILITY USAGE-CASCADE | RECREATION SERVICES | 285.00 |
| | MARYSVILLE SCHOOL | FACILITY USAGE-SHOULTES | RECREATION SERVICES | 405.00 |
| | MARYSVILLE SCHOOL | FACILITY USAGE-PINEWOOD | RECREATION SERVICES | 450.00 |
| | MARYSVILLE SCHOOL | FACILITY USAGE-GROVE | RECREATION SERVICES | 498.00 |
| | MARYSVILLE SCHOOL | FACILITY USAGE-MARSHALL | RECREATION SERVICES | 556.00 |
| | MARYSVILLE SCHOOL | FACILITY USAGE-TMS | RECREATION SERVICES | 990.00 |
| | MARYSVILLE SCHOOL | FACILITY USAGE-QUIL CEDA | RECREATION SERVICES | 1,354.00 |
| | MARYSVILLE SCHOOL | FACILITY USAGE-CMS | RECREATION SERVICES | 1,736.25 |
| | MARYSVILLE SCHOOL | FACILITY USAGE-MMS | RECREATION SERVICES | 1,897.00 |
| | MARYSVILLE SCHOOL | FACILITY USAGE-ACE | RECREATION SERVICES | 2,132.50 |
| | MARYSVILLE SCHOOL | MITIGATION FEES-MARCH 2014 | SCHOOL MIT FEES | 88,339.00 |
| 91552 | MARYSVILLE, CITY OF | UTILITY SERVICE-1635 GROVE ST | PUBLIC SAFETY BLDG. | 2,432.07 |
| 91553 | MCLOUGHLIN & EARDLEY | LED AMBER LIGHTS | CITY STREETS | -75.69 |
| | MCLOUGHLIN & EARDLEY | | TRAFFIC CONTROL DEVICES | 477.93 |
| | MCLOUGHLIN & EARDLEY | | ROADWAY MAINTENANCE | 477.93 |
| 91554 | MOTOR TRUCKS | FLARE KITS | ER&R | 135.76 |

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|--------------|----------------------|--------------------------------|----------------------------|--------------------|
| 91555 | NATIONAL BARRICADE | SIGNS AND CONES | TRANSPORTATION MANAGEN | 446.89 |
| 91556 | NEXSITE ONLINE | 2014 SPRING-SUMMER ACTIVITIES | EXECUTIVE ADMIN | 1,750.80 |
| | NEXSITE ONLINE | | RECREATION SERVICES | 4,552.34 |
| 91557 | NORTH COUNTY OUTLOOK | ADVERTISING | COMMUNITY CENTER | 98.00 |
| 91558 | OCHOA, ISRAEL G. | RENTAL DEPOSIT REFUND | GENERAL FUND | 100.00 |
| 91559 | ODB COMPANY | ELGIN BROOMS AND TYMCO BROOMS | CITY STREETS | -210.58 |
| | ODB COMPANY | | STREET CLEANING | 2,659.23 |
| 91560 | OFFICE DEPOT | OFFICE SUPPLIES | UTIL ADMIN | 6.39 |
| | OFFICE DEPOT | | EQUIPMENT RENTAL | 14.95 |
| | OFFICE DEPOT | | ENGR-GENL | 41.03 |
| 91561 | PACIFIC POWER PROD. | SWITCH | PARK & RECREATION FAC | 22.45 |
| | PACIFIC POWER PROD. | TINES AND BLADES | MAINTENANCE | 224.04 |
| | PACIFIC POWER PROD. | TURF GAURDS, HARDWARE AND BLAD | MAINTENANCE | 387.70 |
| | PACIFIC POWER PROD. | BLADES AND TINES | PARK & RECREATION FAC | 454.64 |
| | PACIFIC POWER PROD. | TINES, HOLDERS AND BAR | MAINTENANCE | 515.19 |
| 91562 | PARK CREEK LIMITED | UB 980098000670 1 PARCEL #0095 | WATER/SEWER OPERATION | 44.64 |
| 91563 | PARTS STORE, THE | SPARK PLUGS | EQUIPMENT RENTAL | 4.85 |
| | PARTS STORE, THE | GASKET | EQUIPMENT RENTAL | 6.29 |
| | PARTS STORE, THE | HYDRAULIC FILTER | EQUIPMENT RENTAL | 23.57 |
| | PARTS STORE, THE | OIL FILTERS | ER&R | 38.71 |
| | PARTS STORE, THE | CAP, ROTOR, SPARK PLUGS AND PC | EQUIPMENT RENTAL | 76.63 |
| | PARTS STORE, THE | TOGGLE SWITCHES | ER&R | 102.04 |
| | PARTS STORE, THE | FUEL, OIL AND AIR FILTERS | ER&R | 227.61 |
| | PARTS STORE, THE | OIL, AIR FILTERS, SEALANT, BUL | ER&R | 474.48 |
| | PARTS STORE, THE | AIR FILTERS, MIRROR AND LIGHTS | ER&R | 489.51 |
| 91564 | PAYDIRT, LLC | ROAD PLATES AND TOOL | SOURCE OF SUPPLY | 423.41 |
| 91565 | PEACE OF MIND | MINUTE TAKING SERVICE | COMMUNITY DEVELOPMENT- | 127.10 |
| 91566 | PHILLIPS, LLOYD | UB 090180000000 8703 48TH DR N | WATER/SEWER OPERATION | 26.65 |
| 91567 | POND, GAYLE | REFUND CLASS FEES | PARKS-RECREATION | 35.00 |
| 91568 | PREFERRED ELECTRIC | REPAIR BROKEN CONDUIT | WASTE WATER TREATMENT F | 249.78 |
| 91569 | PUD | ACCT #2054-2741-2 | PARK & RECREATION FAC | 6.91 |
| | PUD | ACCT #2054-8182-3 | MAINTENANCE | 16.80 |
| | PUD | ACCT #2013-4666-5 | SEWER LIFT STATION | 32.03 |
| | PUD | ACCT #2042-5946-9 | TRAFFIC CONTROL DEVICES | 32.03 |
| | PUD | ACCT #2042-6034-3 | TRAFFIC CONTROL DEVICES | 32.03 |
| | PUD | ACCT #2042-6262-0 | TRAFFIC CONTROL DEVICES | 32.03 |
| | PUD | ACCT #2005-0161-7 | TRANSPORTATION MANAGEN | 47.73 |
| | PUD | ACCT #2035-0002-0 | STREET LIGHTING | 87.57 |
| | PUD | ACCT #2022-9424-5 | SEWER LIFT STATION | 89.92 |
| | PUD | ACCT #2048-2969-1 | STREET LIGHTING | 98.33 |
| | PUD | ACCT #2023-0330-1 | SEWER LIFT STATION | 108.38 |
| | PUD | ACCT #2006-6043-9 | STREET LIGHTING | 124.75 |
| | PUD | ACCT #2039-9634-3 | STREET LIGHTING | 145.53 |
| | PUD | ACCT #2019-0963-7 | SEWER LIFT STATION | 233.00 |
| | PUD | ACCT #2000-6146-3 | PARK & RECREATION FAC | 239.21 |
| | PUD | ACCT #2032-9121-6 | GENERAL SERVICES - OVERH | 258.02 |
| | PUD | ACCT #2030-0599-6 | TRANSPORTATION MANAGEN | 520.79 |
| | PUD | ACCT #2000-2187-1 | COURT FACILITIES | 2,030.90 |
| | PUD | ACCT #2016-1747-9 | ADMIN FACILITIES | 2,511.36 |
| 91570 | PUGET SOUND SECURITY | KEYS MADE | WATER DIST MAINS | 14.00 |
| 91571 | RADIOSHACK | CABLES AND SPLITTERS | PUBLIC SAFETY BLDG. | 104.76 |
| 91572 | RICKER, KIM | REIMBURSE TASTY TWIST KICKOFF | PERSONNEL ADMINISTRATIO | 7.56 |
| | RICKER, KIM | REIMBURSE TASTY TWIST ITEMS | PERSONNEL ADMINISTRATIO | 81.29 |
| 91573 | RODDA | PAINT | FACILITY REPLACEMENT | 202.24 |
| | RODDA | | FACILITY REPLACEMENT | 262.82 |

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|--------------|----------------------|--------------------------------|----------------------------|--------------------|
| 91574 | ROTH, JERAMIE | REIMBURSE MILEAGE/MEALS | PARK & RECREATION FAC | 98.08 |
| 91575 | SAFeway INC. | PURCHASE MEETING SUPPLIES | CITY COUNCIL | 15.96 |
| | SAFeway INC. | | EXECUTIVE ADMIN | 74.65 |
| 91576 | SENIOR HEALTH INS | 2014 INSURANCE PROGRAM | POLICE ADMINISTRATION | 2,469.17 |
| 91577 | SHACKELFORD SR, BE & | UB 101100000001 8923 45TH DR N | WATER/SEWER OPERATION | 738.97 |
| 91578 | SIG SAUER INC | FIREARMS | POLICE TRAINING-FIREARMS | 1,429.18 |
| | SIG SAUER INC | | POLICE TRAINING-FIREARMS | 2,858.35 |
| 91579 | SIX ROBBLEES INC | SAFETY PINS | ER&R | 30.10 |
| 91580 | SNO CO AUDITOR | REPLENISH RECORDING ACCOUNT | COMMUNITY DEVELOPMENT- | 1,737.00 |
| 91581 | SNOPAC | ACCESS QUARTERLY ASSESSMENT | COMMUNICATION CENTER | 3,427.89 |
| | SNOPAC | DISPATCH SERVICES | COMMUNICATION CENTER | 75,427.60 |
| 91582 | SNYDER, CANON | MC/DJ SERVICES | RECREATION SERVICES | 750.00 |
| 91583 | SONITROL | SECURITY MONITORING SERVICES | PUBLIC SAFETY BLDG. | 100.00 |
| | SONITROL | | PARK & RECREATION FAC | 132.00 |
| | SONITROL | | UTIL ADMIN | 133.00 |
| | SONITROL | | COMMUNITY CENTER | 142.00 |
| | SONITROL | | MAINT OF GENL PLANT | 286.00 |
| | SONITROL | | ADMIN FACILITIES | 333.00 |
| | SONITROL | | WASTE WATER TREATMENT F | 491.01 |
| 91584 | SOUND POWER | WEEDEATER LINE | PARK & RECREATION FAC | 70.59 |
| 91585 | SOUND SAFETY | GLOVES | ER&R | 48.87 |
| | SOUND SAFETY | UNIFORM-THORSON | MAINTENANCE | 194.88 |
| | SOUND SAFETY | GLOVES | ER&R | 220.96 |
| | SOUND SAFETY | UNIFORM-CROSS | COMMUNITY DEVELOPMENT- | 336.50 |
| 91586 | SOUND TRACTOR | KUBOTA KEYS | EQUIPMENT RENTAL | 72.40 |
| | SOUND TRACTOR | MISC FILTERS AND BLADE KITS | ER&R | 833.48 |
| 91587 | SOUTH DISTRICT COURT | BAIL POSTED | GENERAL FUND | 5,000.00 |
| 91588 | SPRINGBROOK NURSERY | TOPSOIL | PARK & RECREATION FAC | 18.04 |
| | SPRINGBROOK NURSERY | DRAIN ROCK | MAINTENANCE | 61.18 |
| 91589 | STAPLES | OFFICE SUPPLY CREDIT | FINANCE-GENL | -119.12 |
| | STAPLES | OFFICE SUPPLIES | COMMUNITY DEVELOPMENT- | 8.49 |
| | STAPLES | | COMMUNITY CENTER | 8.67 |
| | STAPLES | | POLICE INVESTIGATION | 15.74 |
| | STAPLES | | COMMUNITY DEVELOPMENT- | 22.60 |
| | STAPLES | | COMMUNITY DEVELOPMENT- | 22.60 |
| | STAPLES | | COMMUNITY DEVELOPMENT- | 34.37 |
| | STAPLES | | POLICE INVESTIGATION | 43.52 |
| | STAPLES | | COMMUNITY DEVELOPMENT- | 59.18 |
| | STAPLES | | POLICE INVESTIGATION | 61.22 |
| | STAPLES | | POLICE ADMINISTRATION | 108.59 |
| | STAPLES | | LEGAL - PROSECUTION | 113.38 |
| | STAPLES | | COMMUNITY DEVELOPMENT- | 135.60 |
| | STAPLES | | POLICE PATROL | 143.13 |
| | STAPLES | | POLICE INVESTIGATION | 159.78 |
| | STAPLES | | DETENTION & CORRECTION | 199.82 |
| | STAPLES | | POLICE PATROL | 213.48 |
| | STAPLES | | POLICE PATROL | 316.12 |
| 91590 | STRATEGIES 360 | PROFESSIONAL SERVICES | GENERAL SERVICES - OVERH | 3,760.68 |
| | STRATEGIES 360 | | WASTE WATER TREATMENT F | 3,760.68 |
| | STRATEGIES 360 | | UTIL ADMIN | 5,014.24 |
| 91591 | SWICK-LAFAVE, JULIE | REIMBURSE JAIL SUPPLY PURCHASE | DETENTION & CORRECTION | 332.69 |
| 91592 | SZECHENYI, DESI | REIMBURSE MEALS | PARK & RECREATION FAC | 29.26 |
| 91593 | TAYLORMADE | GOLF SHIRTS | GOLF COURSE | 94.50 |
| | TAYLORMADE | GOLF SHOES | GOLF COURSE | 2,223.79 |
| 91594 | TIRE DISPOSAL & RECY | TIRE DISPOSAL FEE | EQUIPMENT RENTAL | 199.80 |

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|--------------|----------------------|--------------------------------|----------------------------|--------------------|
| 91595 | TOOLS PLUS | DIAMOND BLADES | WATER/SEWER OPERATION | -24.35 |
| | TOOLS PLUS | | WATER DIST MAINS | 307.49 |
| 91596 | TUTT, PHILLIP | UB 755514000000 5514 75TH AVE | WATER/SEWER OPERATION | 343.13 |
| 91597 | UNITED PARCEL SERVIC | SHIPPING EXPENSE | STREET LIGHTING | 11.18 |
| | UNITED PARCEL SERVIC | | POLICE PATROL | 12.03 |
| 91598 | US DEPT OF HUD | UB 042210050101 9905 65TH DR N | WATER/SEWER OPERATION | 22.72 |
| 91599 | US MOWER | MOWER SKID SHOES | EQUIPMENT RENTAL | 247.56 |
| 91600 | VINYL SIGNS & BANNER | DECALS | SOLID WASTE OPERATIONS | 874.23 |
| 91601 | WA ASPHALT PAVEMENT | ASPHALT WORKSHOP/TRAINING (2) | TRAINING | 110.00 |
| | WA ASPHALT PAVEMENT | | ENGR-GENL | 110.00 |
| 91602 | WASTE MANAGEMENT | RECYCLE PILOT | RECYCLING OPERATION | 1,790.07 |
| 91603 | WEBCHECK | WEBCHECK SERVICES | UTILITY BILLING | 1,230.00 |
| 91604 | WERNER, MELISSA | RENTAL DEPOSIT REFUND | GENERAL FUND | 100.00 |
| 91605 | WESTERN EQUIPMENT | WAFER COMBO | EQUIPMENT RENTAL | 2,124.87 |
| | WESTERN EQUIPMENT | 2014 TORO MOWER | EQUIPMENT RENTAL | 34,004.61 |
| 91606 | WESTERN PETERBILT | CORE REFUND | EQUIPMENT RENTAL | -156.38 |
| | WESTERN PETERBILT | PRESSURE REGULATOR AND RELEASE | EQUIPMENT RENTAL | 100.74 |
| | WESTERN PETERBILT | CORE CHARGE | EQUIPMENT RENTAL | 156.38 |
| | WESTERN PETERBILT | BRAKE KITS | EQUIPMENT RENTAL | 341.27 |
| | WESTERN PETERBILT | BRAKE DRUMS | EQUIPMENT RENTAL | 793.03 |
| 91607 | WESTERN SYSTEMS | SZFD REPLACEMENT | STREET LIGHTING | 3,783.38 |
| 91608 | WHISTLE WORKWEAR | BOOTS & JEANS-HERZOG | COMMUNITY DEVELOPMENT- | 305.73 |
| 91609 | WHITLOCK, DEVON | RENTAL DEPOSIT REFUND | GENERAL FUND | 100.00 |
| 91610 | WOODARD, FRED & RENN | UB 420760093006 16818 41ST DR | WATER/SEWER OPERATION | 164.84 |
| 91611 | WWCPA | SEWER MAINTENANCE REGISTRATION | UTIL ADMIN | 140.00 |
| | WWCPA | | UTIL ADMIN | 140.00 |
| | WWCPA | | UTIL ADMIN | 140.00 |
| 91612 | YAMAHA MOTOR CORP | GOLF CART LEASE | PRO-SHOP | 1,164.61 |

WARRANT TOTAL:

434,885.80

REASON FOR VOIDS:

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

| | | |
|--------------|----------------|----------|
| CHECK #91022 | INITATOR ERROR | (253.73) |
| CHECK #91414 | INITATOR ERROR | (44.64) |

434,587.43

Index #5

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: April 28, 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 April 4, 2014 payroll in the amount \$1,480,744.99 Check No.'s 27514 through 27554.

COUNCIL ACTION:

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CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: April 28, 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 April 18, 2014 payroll in the amount \$857,752.09 Check No.'s 27555 through 27590.


COUNCIL ACTION:

Index #7

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: April 28, 2014

| | |
|---|--|
| AGENDA ITEM: Project Acceptance – State Ave Overlay (92 nd St NE to 100 th St NE) | |
| PREPARED BY: Jeff Laycock, Project Manager | DIRECTOR APPROVAL:  |
| DEPARTMENT: Public Works, Engineering | |
| ATTACHMENTS: Notice of Physical Completion Letter, Vicinity Map | |
| BUDGET CODE: 30500030.563000, R1301 | AMOUNT: N/A |

SUMMARY:

The State Ave Overlay project included replacing sidewalk ramps to meet ADA, a full width grind and 2-inch overlay, installation of vehicle video detection and loop replacement, and replacing pavement markings.

City Council awarded the project to Granite Construction Company on July 8, 2013 in the amount of \$472,920.00 including a management reserve of \$27,080.00. The project was completed at a cost of \$432,930.11, which was \$39,989.89 or 8.46% below the original bid amount.

The project was funded in part by the federal Surface Transportation Program (STP) towards pavement preservation projects. The City was able to recoup \$374,484.55 or 86.5% of the total construction cost. The total construction cost to the City for this project was \$58,445.56 or 13.5% match.

Work performed under this contract was inspected by City staff and found to be physically complete in accordance with the approved plans and specifications. Staff recommends Council's acceptance of the project for closeout.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to accept the State Ave Overlay (92nd St NE to 100th St NE) project, starting the 45-day lien filing period for project closeout.



PUBLIC WORKS
Kevin Nielsen, *Director*

80 Columbia Avenue
Marysville, Washington 98270
Phone (360) 363-8100
Fax (360) 363-8284

December 11, 2013

Granite Construction Company
Attn: Beth Duffus
1525 E Marine View Drive
Everett, WA 98201

Subject: State Ave Overlay (92nd St NE to 100th St NE) Project – Notice of Physical Completion

Dear Beth,

In accordance with Section 1-05.11(2) of the Special Provisions, this project was considered physically complete as of Wednesday, December 11, 2013. The project will be subject to federal inspection in accordance with Section 1-07.12 of the Special Provisions.

This notification does not constitute final acceptance. Recommendation for final acceptance will be sent to the City Council for approval upon acceptance by WSDOT and at the first available council meeting.

You will also be required to submit the following:

1. Affidavit of Wages Paid (to be submitted by Granite to the City)
2. DBE Quarterly Report
3. Execute Change Order for Verification Testing (to be prepared by the City once the City receives invoice from WSDOT).
4. Process a final pay request (to be prepared by the City once the change order is executed).

Upon obtaining all affidavits and acceptance I will submit a notice of completion of public works project to obtain the following:

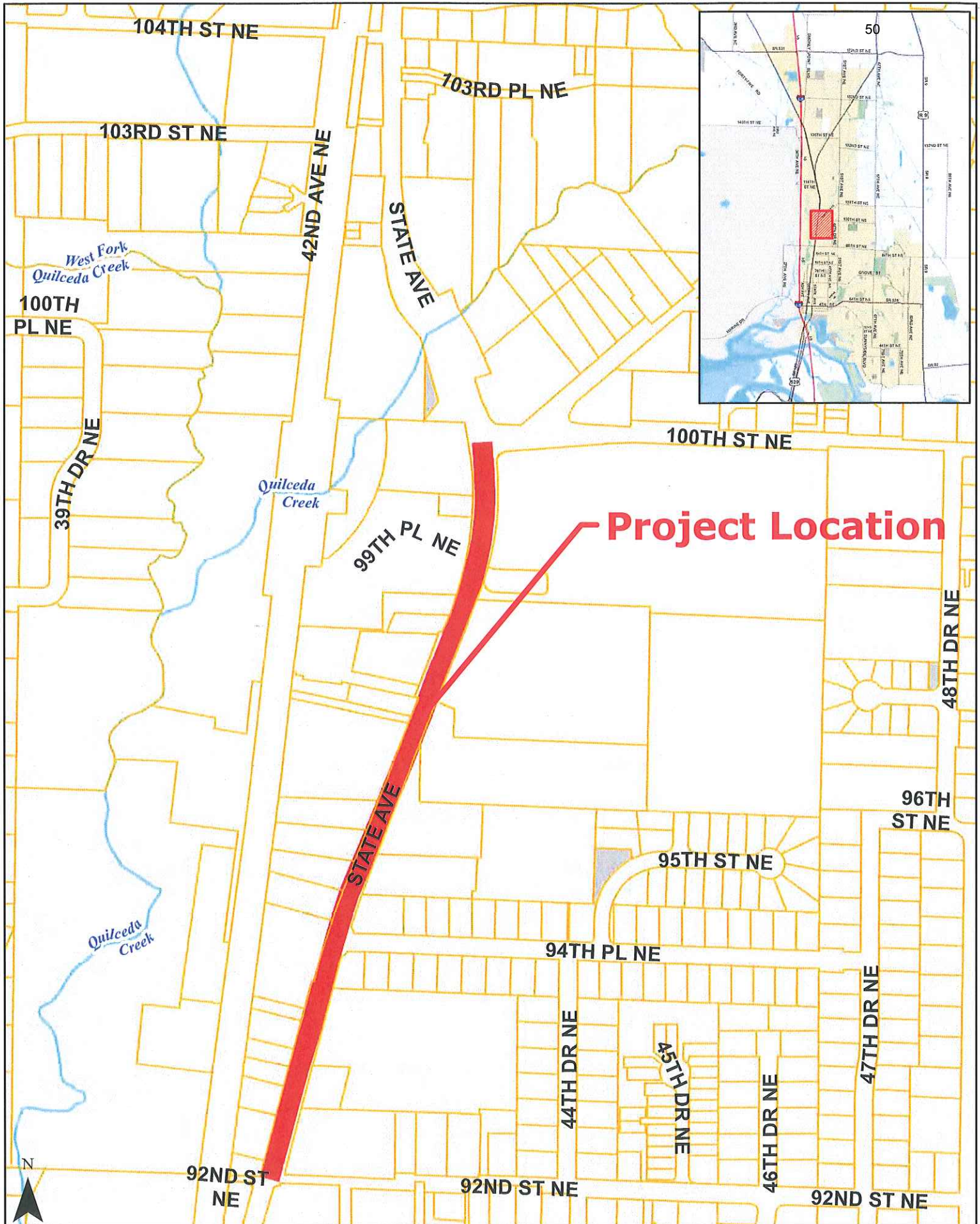
1. Certificate of Release from the Department of Revenue
2. Certificate of Release from the Employment Security Department
3. Certificate of Release from the Department of L&I

It has been a pleasure working with Granite on this project. I look forward to working with you on future projects with the City.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeff Laycock".

Jeff Laycock, PE
Project Manager



Countywide Preservation State Ave between 92nd St NE and 100th St

Item 7 - 3

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

Index #8

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: April 28, 2014

| | | |
|--|---------------------------------|-----|
| AGENDA ITEM: Amendment No. 1 to the Interlocal Cooperation Agreement for Inter-Jurisdictional Coordination Relating to Affordable Housing Within Snohomish County | AGENDA SECTION: New Business | |
| PREPARED BY: Chris Holland, Planning Manager | APPROVED BY: | |
| ATTACHMENT: 1. Amendment No. 1 to the Affordable Housing ILA 2. Original Affordable Housing ILA (AFN 201311050337) | | |
| | MAYOR | CAO |
| BUDGET CODE: | AMOUNT: | |

DESCRIPTION:

Attached is *Amendment No. 1 to Interlocal Cooperation Agreement for Inter-Jurisdictional Coordination Relating to Affordable Housing Within Snohomish County*, adding Arlington as a party to the agreement. The “Board” does not have authority to add a new party or amend the ILA in any way without approval from every party. This amendment simply adds Arlington as a party, and does not change any other party’s obligations in any way.

RECOMMENDED ACTION: Authorize the Mayor to sign *Amendment No. 1 to Interlocal Cooperation Agreement for Inter-Jurisdictional Coordination Relating to Affordable Housing Within Snohomish County*, adding Arlington as a party to the agreement.

COUNCIL ACTION:

After Recording Return to:

City of Mountlake Terrace
6100 219th Street SW, Suite 200
Mountlake Terrace, WA 98043-0072

**Amendment No. 1
To Interlocal Cooperation Agreement for Inter-Jurisdictional Coordination
Relating to Affordable Housing Within Snohomish County**

THIS AMENDMENT NO. 1 to that certain Interlocal Cooperation Agreement for Inter-Jurisdictional Coordination Relating to Affordable Housing Within Snohomish County effective November 5, 2013 (the "Agreement") is made by and among the cities of Edmonds, Everett, Granite Falls, Lake Stevens, Lynnwood, Marysville, Mill Creek, Mountlake Terrace, Mukilteo, and Snohomish, and the town of Woodway, all of which are municipal corporations organized under the laws of the State of Washington; the Housing Authority of Snohomish County, a public housing authority organized under Ch. 35.82 RCW; and Snohomish County, a political subdivision of the State of Washington (herein each referred to individually as a "Party" and collectively as the "Parties"). This Amendment No. 1 shall be effective as of July 1, 2014.

WHEREAS, the city of Arlington, a municipal corporation organized under the laws of the State of Washington, wishes to sign onto the Agreement and be bound by all of the terms and conditions of the Agreement; and

WHEREAS, the Parties wish to add the city of Arlington as a Party to the Agreement; and

NOW, THEREFORE, the Parties agree as follows:

1. The introduction to the Agreement is hereby amended to read in its entirety as follows:

"This Interlocal Agreement ("Agreement") is made and entered into by and among the cities of Arlington, Edmonds, Everett, Granite Falls, Lake Stevens, Lynnwood, Marysville, Mill Creek, Mountlake Terrace, Mukilteo, and Snohomish, and the town of Woodway, all of which are municipal corporations organized under the laws of the State of Washington; the Housing Authority of Snohomish County, a public housing authority organized under Ch. 35.82 RCW; and Snohomish County, a political subdivision of the State of Washington (herein

each referred to individually as a “Party” and collectively as the “Parties”). This Agreement is made pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, and has been authorized by the governing body of each Party. The Parties agree as follows:”

2. Section 5 (c) of the Agreement, Proposed Annual Budget, is hereby amended to add the following two sentences after the first sentence:

“The city of Arlington’s contribution for fiscal year July 1, 2014 through June 30, 2015, shall be \$1,074, which has been determined per Section 5 (c) (ii) of the Agreement. The city of Arlington’s governing body shall appropriate its share of the fiscal year July 1, 2014 through June 30, 2015 budget by May 31, 2014.”

3. Section 13 (d) of the Agreement, Notice Addresses of Parties, is hereby amended to add the following text after the first sentence:

City of Arlington

Paul Ellis
238 N Olympic Ave
Arlington, WA 98223
360-403-4603
pellis@arlingtonwa.gov

This Amendment No. 1 may be executed in multiple counterparts and, if so signed, shall be deemed one integrated Amendment No. 1. The undersigned signatories represent that they are authorized to execute this Amendment No. 1 on behalf of the respective Party for which they have signed below. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 as of the effective date set forth above.

CITY OF ARLINGTON

By: _____
Signature Date

Its: _____

CITY OF EDMONDS

By: _____
Signature Date

Its: _____

CITY OF EVERETT

By: _____
 Signature Date

Its: _____

CITY OF GRANITE FALLS

By: _____
 Signature Date

Its: _____

CITY OF LAKE STEVENS

By: _____
 Signature Date

Its: _____

CITY OF LYNNWOOD

By: _____
 Signature Date

Its: _____

CITY OF MARYSVILLE

By: _____
 Signature Date

Its: _____

CITY OF MILL CREEK

By: _____
 Signature Date

Its: _____

CITY OF MOUNTLAKE TERRACE

By: _____
 Signature Date

Its: _____

CITY OF MUKILTEO

By: _____
 Signature Date

Its: _____

CITY OF SNOHOMISH

By: _____
 Signature Date

Its: _____

TOWN OF WOODWAY

By: _____
 Signature Date

Its: _____

**HOUSING AUTHORITY OF
SNOHOMISH COUNTY**

By: _____
 Signature Date

Its: _____

SNOHOMISH COUNTY

By: _____
 Signature Date

Its: _____

Return Address

City of Mountlake Terrace
 6100 219th Street SW, Suite 200
 Mountlake Terrace, WA 98043-0072

201311050337 CONFORMED COPY
 11/05/2013 11:05am \$69.00 38 PGS
 SNOHOMISH COUNTY, WASHINGTON

COVER SHEET FOR RECORDING

Please print or type information

| | |
|---|---------------------------------------|
| Document Title (or transactions contained therein): | |
| 1. Interlocal Cooperation Agreement for Inter-Jurisdictional Coordination Relating to Affordable Housing within Snohomish County | |
| Reference numbers(s) of documents assigned or released: (on page _____ of document(s)) | |
| Grantor(s) (Last name first, then first name and initials) | Additional Grantors on Page: <u>1</u> |
| City of Mountlake Terrace | |
| Grantee(s) (Last name first, then first name and initials) <i>Snohomish County</i> | |
| Legal description (abbreviated: i.e. lot, block, plat or section, township, range) | |
| Assessor's property tax parcel/account number: | |
| The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein. RecCoverSht.doc | |

N:\PLANNING\Contracts_&_Consultants\Interlocal Agreemt\Recording CoverSht_Inter-Jurisdictional Coordination Relating to Affordable Housing_Sno County.doc

INTERLOCAL COOPERATION AGREEMENT FOR INTER-JURISDICTIONAL COORDINATION RELATING TO AFFORDABLE HOUSING WITHIN SNOHOMISH COUNTY

This Interlocal Agreement ("Agreement") is made and entered into by and among the cities of Edmonds, Everett, Granite Falls, Lake Stevens, Lynnwood, Marysville, Mill Creek, Mountlake Terrace, Mukilteo, and Snohomish, and the town of Woodway, all of which are municipal corporations organized under the laws of the State of Washington; the Housing Authority of Snohomish County, a public housing authority organized under Ch. 35.82 RCW; and Snohomish County, a political subdivision of the State of Washington (herein each referred to individually as a "Party" and collectively as the "Parties"). This Agreement is made pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, and has been authorized by the governing body of each Party. The Parties agree as follows:

RECITALS

WHEREAS, the Parties have a common goal to facilitate the availability of housing within Snohomish county and their respective jurisdictions that meets the needs of all income levels; and

WHEREAS, the Parties desire to provide a common foundation for housing policies and programs in Snohomish County and to complement—without duplication of or conflict with—the efforts of existing governmental and non-governmental organizations to address housing needs in Snohomish county; and

WHEREAS, the Parties further desire to act cooperatively (1) to educate and provide technical expertise in support of the affordable housing goals and policies of the Parties, as communities in Snohomish county; (2) to foster efforts to provide affordable housing by encouraging funding of housing projects from any combination of public, non-profit, and private-sector resources; (3) to seek opportunities to leverage resources to support implementation of the housing goals and policies of the state Growth Management Act and the Countywide Planning Policies relating to affordable housing; and (4) to accomplish the foregoing purposes efficiently and expeditiously; and

WHEREAS, the Parties have determined that one efficient and expeditious method for addressing affordable housing needs in Snohomish county is through the cooperative action by the Parties contemplated by this Agreement; and

WHEREAS, this cooperative undertaking is not intended to duplicate or to be in conflict with efforts of public, private, and non-profit corporations and other entities, including the Parties, already providing affordable housing-related services;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Purpose. The purpose of this Agreement is to create a venue for the Parties to

undertake planning, cooperation and education in support of the goal of enhancing the supply of affordable housing in Snohomish county.

2. Term. This Agreement shall be effective when it has been both (a) executed by the Parties and (b) filed in the offices of the Snohomish County Auditor. The term of this Agreement will expire on June 30, 2015, unless:

(a) the Agreement is terminated earlier by action of the Parties in accordance with Section 7(a) hereof; or

(b) a simple majority of the Joint Board membership vote to extend the Agreement prior to March 31, 2015. The Parties may continue to vote in this manner to extend the Agreement in two (2) year increments prior to March 31st of the final year of each term.

3. Governance. To accomplish the purpose of this Agreement, a Board of representatives from the Parties is hereby created (the "Joint Board"). The Joint Board shall have policy-making and oversight authority over the activities undertaken in this Agreement. The cooperative undertaking of the signatories to this Agreement shall be known as the Alliance for Housing Affordability ("Joint Board" or "AHA").

(a) Representatives. The Joint Board shall consist of authorized representatives of the Parties. Each Party shall appoint one individual to act as its Representative. No later than 30 days following the effective date of this Agreement and thereafter no later than January 31 of each calendar year, each Party shall provide notice in writing to the other Parties of the identity and contact information for its Representative.

(b) Alternates. Each Party may designate one individual to serve in the place of its Representative on the Board during the Representative's absence or inability to serve. If an Alternate is designated by a Party, the Party shall notify the Joint Board in the manner described in subparagraph (2)(a) above.

(c) Meetings. A quorum of the Board shall consist of a simple majority of the Representatives (or Alternates serving in their stead) being present at the meeting.

(i) All meetings of the Board shall be open to the public and held in accordance with the Open Public Meetings Act, Chapter 42.30 RCW (the "OPMA").

(ii) Subject to the provisions of this Agreement and the OPMA, the Joint Board shall establish procedures for operations, meetings, and the frequency of meetings, provided that the Board shall meet not less often than quarterly.

(iii) Meetings of the Board shall be conducted according to Robert's Rules of Order, except when the Board agrees to waive or suspend those Rules. The Board shall provide for written minutes of all meetings of the Board.

(d) Voting. Action taken by the Board shall be by majority vote of those Representatives present (including Alternates serving in the absence of the appointed Representatives) except that a change in the Administrative Agency appointed shall require an affirmative vote of at least the majority of the Joint Board membership.

(e) Officers of Joint Board. The Representatives shall each year elect from their number a Chair and Vice Chair. The Chair shall set the agenda, preside over all meetings of the Board, and shall, with the assistance of the Administrative Agency, process issues, organize meetings, and provide for administrative support as required by the Joint Board. The Vice Chair shall fulfill the duties of the Chair in the absence, incapacity or resignation of the Chair.

4. Authorized Actions of the Joint Board. The Parties agree that the Joint Board shall have the authority to:

- (a) Develop housing information to assist local elected officials;
- (b) Provide technical assistance to Parties for their use in developing and implementing local housing policies, programs and regulations;
- (c) Educate on housing issues, and resources available to assist in the development and retention of affordable housing;
- (d) Propose to the Parties methods for attracting additional public, private, and not-for-profit investment into affordable housing, including by coordinating, leveraging or contributing local resources;
- (e) Identify opportunities for retention of existing sustainable housing;
- (f) Support, on a planning and technical assistance level, the activities of Parties in aid of the construction of affordable housing;
- (g) Discuss and bring forward proposals for cooperation among the Parties in promoting affordable housing; which shall be referred to the governing bodies of the Parties for consideration;
- (h) Monitor legislative and regulatory activities related to affordable housing at the state and federal levels;
- (i) Research model programs, develop draft legislation, prepare briefing materials, and make presentations to planning commissions and councils upon request by a

Party;

(j) Develop technical information about standard regulatory agreements acceptable to private and public financial institutions to facilitate the availability of funding for private and public projects containing affordable housing;

(k) Recommend an annual budget for approval by the governing body of each Party, which shall detail the authorized expenditures for the coming fiscal year;

(l) Establish an annual work-plan, specifying the activities planned for the coming fiscal year, to accompany the recommended annual budget;

(m) Submit an annual report to the governing body of each Party, apprising that Party of the tasks undertaken and accomplishments of the Joint Board in the previous fiscal year;

(n) Take other appropriate and necessary action to carry out the purposes of this Agreement, provided that any commitment of resources outside the scope of the annual budget or policies not within the annual work plan shall be subject to the ultimate approval of the governing bodies.

(5) BUDGET; APPROPRIATIONS; OTHER FISCAL MATTERS.

(a) Fiscal Year. The Joint Board shall operate for budgeting and expenditure purposes on the basis of a fiscal year beginning July 1 and ending the following June 30.

(b) Initial Year of the Agreement. The Parties have appropriated funds for the first year's budget of the Joint Board. The appropriated funds are shown on Attachment A to this Agreement. Upon execution of this Agreement, the Administering Agency may bill each Party for the committed funds and deposit them in the Operating Fund (see Paragraph 5(d) below). Funds granted for the purposes of this Agreement from the Gates Foundation (also shown on Attachment A) will also be deposited in the Operating Fund. The budget and work plan for the fiscal year July 1, 2013 through June 30, 2014 is shown on Attachment B.

(c) Proposed Annual Budget. For the fiscal year July 1, 2014 through June 30, 2015, the Joint Board shall recommend a Joint Board annual operating budget, proposed work plan, and annual report for submission to the governing body of each Party by September 1, 2013. For each fiscal year thereafter, the Joint Board shall recommend a Joint Board annual operating budget, proposed work plan, and annual report for submission to the governing body of each Party by June 1 of the preceding calendar year.

(i) The recommended operating budget shall include, but not be limited to,

reimbursements to the Administrative Agency for staff support, consultant, vendor and contractor costs and other costs for the work plan, and shall contain itemizations of all categories of budgeted expenses.

(ii) Each Party's proposed contribution shall be calculated as a percentage of the entire proposed budget, with that percentage determined on a per capita basis after factoring for available funds from grants and carryover of unspent funds from a previous budget.

(d) Authorization by Parties; Revisions. Upon receipt of the Joint Board-proposed budget, each Party shall consider approval and appropriation of its share of the proposed budget for the upcoming Fiscal Year in order to determine the amount of its payment to the Operating Fund. A Party's contribution may consist, in whole or in part, of in-kind services, if approved in the Final Budget. If any Party does not approve and appropriate its share of the Joint Board-proposed budget, it shall notify the Board, through the Party's Representative, of the amount it would be willing to approve and appropriate. The Joint Board shall then reconsider the budget and work plan and make adjustments accordingly. The revised budget will then be resubmitted to the Parties for consideration. The Parties acknowledge and agree that no commitment to pay any Party's share of a Joint Board-budgeted amount shall be effective absent an appropriation of funds by the legislative body of that Party in accordance with state and local law.

(e) Adoption of Final Budget. Upon approval of a budget and appropriation of their respective shares by the legislative bodies of all Parties, the Joint Board shall adopt the final budget and begin implementation of the work plan. The budget shall be adopted by the Joint Board no later than the March 31 preceding the commencement of the next-ensuing Fiscal Year.

(f) Billings; Payments. The Fiscal Agent shall mail billings based on the approved budget to each Party by no later than the April 30 preceding each Fiscal Year. Payments shall be due from the Parties by no later than June 15 and shall be deposited by the Administrative Agency upon receipt into the Operating Fund.

(g) Budget Amendments. No approved Joint Board budget shall be modified unless and until approved by the legislative bodies of the Parties and the Board in accordance with the procedures set forth in subsections (b)-(d) above, except that the Board may make modifications to the budget that carry out the work program so long as the total amount of the budget is not increased.

(h) No Other Charges. Except for the annual payments based upon an approved budget as set forth above, no separate dues, charges, or assessments shall be recommended to the Parties except upon affirmative vote of at least a majority of the membership of the Board.

6. Administration. The Joint Board shall appoint an Administrative Agency who is willing and capable of providing fiscal, technical and administrative support to the Joint Board.

(a) Duties of Administrative Agency. The Administrative Agency shall provide services, including but not limited to:

- (i) administrative support for Board meeting (including preparing meeting notices, agendas and minutes);
- (ii) responding to requests for public records;
- (iii) conducting audits;
- (iv) procuring and entering into contracts with consultants, vendors or other contractors on behalf of the Parties;
- (v) developing a proposed annual work plan and budget for Board consideration;
- (vi) serving as fiscal agent to the Joint Board, provided that the Joint Board may appoint a separate Party to be the "Fiscal Agent" or "Fiscal Agency" in accordance with the procedure set out in subsection (6)(i), and the duties set out in subsection (c), (d), (e), and (g) of this section will apply to the separate Fiscal Agency;
- (vii) applying for grants; and
- (viii) providing such other services as the Board directs and are within the authority of this Agreement and the Board-adopted work plan and budget.

(b) Administrative Agency Actions in Conformity with Its Internal Policies and Procedures. At all times, the Administrative Agency shall comply with applicable legal authorities. This shall include following the Administrative Agency's own internal processes applicable to comparable actions taken on its own behalf, including its contracting and procurement policies. At each regular meeting of the Board, the Administrative Agency shall report on the status of its activities including contracting, grant applications and any proposed changes to the Board-adopted work plan and budget.

(c) Fiscal Agent. The Fiscal Agent, or Administrative Agency acting as the fiscal agent, shall receive and deposit into, and expend funds from, the Operating Fund created by Section 6(d) hereof for Joint Board purposes only. At all times, the Fiscal Agent and Administrative Agency shall comply with applicable legal authorities and its own internal processes regarding its action. At each regular meeting of the Board, the Fiscal Agent and Administrative Agency shall report on the status of its activities including Operating Fund receipts and expenditures.

(d) Operating Fund. The Fiscal Agent or Administrative Agency acting as the Fiscal Agent shall establish a fund which shall constitute the "operating fund of the Joint Board" for purposes of RCW 39.34.030(4)(b) and is herein referred to as the Operating Fund. All funds received on behalf of the Joint Board shall be deposited in the Operating Fund and all costs and reimbursements paid on behalf of the Joint Board shall be paid from the Operating Fund. At the Fiscal

Agent's sole discretion, the Operating Fund may be established as an administrative fund or sub-fund within an existing fund. The Parties agree that interest will not accrue on the Operating Fund.

(e) Accounting. Budgeting procedures and records shall conform to generally accepted accounting principles and to the State Auditor's budget, accounting and reporting ("BARS") manual, and shall be subject to disclosure and audit as provided by applicable law.

(f) Services and Reimbursement. The Administrative Agency shall be reimbursed for its costs in providing the services required as Administrative Agency.

(i) The Administrative Agency will provide qualified staffing for technical and administrative services to the Joint Board. After considering the advice and recommendations of the Joint Board, the Administrative Agency will designate a level of qualified staffing necessary to carry out the Board's annual work plan consistent with the approved budget in order to provide technical and administrative services as set out by the Joint Board work plan.. Designated staff rendering services hereunder shall be considered employee(s) of the Administrative Agency for all purposes. The Administrative Agency shall be responsible for all aspects of the staff's employment including but not limited to wages, benefits, performance, discipline and termination. The Administrative Agency shall address staffing issues within sixty (60) days of a receipt of a written request from the Joint Board outlining the reasons for said request. Any written request related to staffing shall be delivered to the Administrative Agency personally or by certified or registered mail.

(ii) The Administrative Agency shall be reimbursed for the wages of designated staff providing services that are related to and required to carry out the duties of the Administrative Agency as set out in the annual budget and work plan.

(iii) Any contract expenditures or other costs incurred by the Administrative Agency at the direction of the Joint Board or required under this Agreement shall also be reimbursed, and such costs shall be reflected in the annual budget and work plan.

(g) Liabilities of Fiscal Agent, Administrative Agency; Late Payments; Failures to Pay. The Fiscal Agent or Administrative Agency may not incur costs that exceed the approved budget and shall not be obliged to incur costs or advance its own funds if the Operating Fund balance is not sufficient to cover costs payable from the Operating Fund. In the event that one or more Parties do not remit payment within the timeframes prescribed by this Agreement, the Fiscal Agent or Administrative Agency may, but is not obliged to, make a payment to avoid

breach of an obligation with an outside party such as a consultant, vendor or contractor. Each Party shall be responsible and liable to the other Parties for interest and other costs, claims or liabilities of any kind that result from late payment by the Party, and the late-paying Party shall defend, indemnify and hold harmless the other Parties from such costs, claims or liabilities resulting from the late payment. For clarification and without limiting the foregoing, the late-paying Party will be responsible for any late payment charges. In the event that a Party fails to pay its individual share of the Board's adopted final budget, the other Parties may also seek a judgment against said Party. Any costs incurred to seek the judgment and recover costs will be charged in full against the responsible Party.

(h) Initial Appointment. The initial Administrative Agency shall be the Housing Authority of Snohomish County.

(i) Change in Administrative Agency. The Administrative Agency may be changed by a majority vote of the majority of the membership in the Joint Board. The Administrative Agency may resign from its appointment on ninety (90) days written notice.

7. Termination of Agreement.

(a) By Affirmative Vote. This Agreement may be terminated at any time by affirmative vote of a majority of the Joint Board Representatives.

(b) Withdrawal. Any Party may withdraw from this Agreement and thereby terminate its participation in the Agreement by providing 90 days' prior written notice to every other Party and to the Joint Board. Upon withdrawal, any contributions previously authorized by the governing body of the Party for that fiscal year shall remain in the Operating Fund, to meet any obligations incurred in reliance upon the approved Budget. In the event any Party fails to approve and appropriate funds to pay for the next fiscal year's budget by March 1 of any year, such Party shall be deemed to have provided notice of withdrawal effective upon June 30 of the then current fiscal year. Additionally, should the Housing Authority of Snohomish County cease to be the Administrative Agency, by vote or resignation, the Housing Authority of Snohomish County will be deemed to have submitted a notice of withdrawal pursuant to the provisions of this subsection.

(c) Expiration. This Agreement shall expire automatically if the Joint Board fails to vote to extend prior to the expiration date as set forth in section 2(b) of this Agreement, or if there is less than three remaining Parties.

(d) Acts Upon Termination. Upon termination of this Agreement, the Joint Board shall be dissolved and the Board shall establish a plan of dissolution for payment of outstanding bills and obligations, payment of ongoing obligations incurred prior to dissolution and other terms to wind up the affairs of the Joint

Board. All assets and liabilities of the Joint Board shall be dispensed with [and property acquired or set aside during the life of the Agreement shall be disposed of in the following manner:

- (i) all assets contributed without charge by any Party shall revert to the contributing Party;
- (ii) all assets acquired by the administering agency for the purpose of carrying out the work of the Joint Board and purchased by the Parties contributions during the term of the Agreement shall be distributed to the Parties based on each Party's pro rata contribution to the overall budget during the fiscal year the asset was acquired;
- (iii) any liability remaining after the application of unencumbered funds shall be dispensed consistent with the approved budget as determined by the Board; and
- (iv) except as provided by this Agreement, all unexpended and unencumbered funds held in the Operating Fund shall be distributed by the Fiscal Agency to the Parties based on each Party's pro rata contribution to the overall budget in effect at the time the Agreement is terminated.

8. Indemnification and Hold Harmless.

(a) Each Party shall, indemnify and hold other Parties (including without limitation the Party serving as, and acting in its capacity as the Administering Agency), their officers, officials, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of that Party's wrongful acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries or damages are caused by another Party. In the event of recovery due to the aforementioned circumstances, the Party responsible for any such wrongful acts or omissions shall pay any judgment or lien arising therefrom, including any and all costs and reasonable attorneys fees as part thereof. In the event more than one Party is held to be at fault, the obligation to indemnify and to pay costs and attorneys fees, shall be only to the extent of the percentage of fault allocated to each respective Party by a final judgment of the court.

(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 damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of a Party hereto (including without limitation the Party serving as, and acting in its capacity as, the Administering Agency), its officers, officials, employees, and volunteers, the Party's liability hereunder shall be only to the extent of the Party's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Party's waiver of immunity under Industrial Insurance Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the Parties.

The provisions of this Section shall survive the expiration or termination of this Agreement.

(c) Each Party (including without limitation the Party serving as, and acting in its capacity as the Administering Agency) shall give the other Parties proper notice of any claim or suit coming within the purview of these indemnities.

(d) Notwithstanding any provision in this Agreement to the contrary, the provisions of this section shall remain operative and in full force and effect, regardless of the withdrawal or termination of any Party or the termination of this Agreement for the duration of any applicable statute of limitations

9. Insurance. The Joint Board, the Fiscal Agency, and the Administering Agency shall take such steps as are reasonably practicable to minimize the liability of the Parties associated with their participation in this Agreement, including but not limited to the utilization of sound business practices. The Board shall determine which, if any, insurance policies may be reasonably practicably acquired to cover the operations of Joint Board and the activities of the Parties pursuant to this Agreement (which may include general liability, errors and omissions, fiduciary, crime and fidelity insurance), and shall direct the acquisition of same.

10. Dispute Resolution. Whenever any dispute arises between the Parties or between a Party or Parties, the Board, or the Administering Agency (referred to collectively in this Section as the "parties") under this Agreement which is not resolved by routine meetings or communications, the parties agree to seek resolution of such dispute in good faith by meeting, as soon as feasible. The meeting shall include the Chair of the Board, the Vice-Chair, and the representative(s) of the Parties involved in the dispute. If the parties do not come to an agreement on the dispute through this process, any party may pursue mediation through a process to be mutually agreed to in good faith between the parties within 30 days, which may include binding or nonbinding decisions or recommendations. The mediator(s) shall be individuals skilled in the legal and business aspects of the subject matter of this Agreement. The parties to the dispute shall share equally the costs of mediation and assume their own costs. If the Parties are not able to resolve the dispute through the above process, or conduct or resolve the dispute through mediation, then any Party may pursue whatever legal remedies may be available.

11. Public Records; Confidential Information.

(a) Application of PRA. All records related to this Agreement or the Joint Board will be available for inspection and copying under the provisions of the Public Records Act, Chapter 42.56 RCW (the "PRA"), subject to any exemptions or limitations on disclosure.

(b) Confidential Information. If a Party considers any portion of a record it provides another Party under this Agreement, whether in electronic or hard copy

form, to be protected from disclosure under law, the Party shall clearly identify any specific information that it claims to be "Confidential." A Party receiving a request for a record marked as Confidential shall notify the other Parties of the request and the date that such record will be released to the requester unless another Party obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If another Party fails to timely obtain a court order enjoining disclosure, the receiving Party will release the requested information on the date specified. No Party shall be liable for any records that the Party releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

12. Limitations. Nothing in this Agreement shall be construed or applied in a manner that:

- (a) Is inconsistent with or intrudes upon other contractual agreements of the Parties including, but not limited to, the interlocal cooperation agreements between Snohomish County and various cities for urban county consortium qualification under the United States Department of Housing and Urban Development Community Development Block Grant Program and HOME Investment Partnership Program; or
- (b) Authorizes or permits the Joint Board to lobby or to attempt to gain preferential treatment in processes conducted by any of the Parties to award federal, state or local funds for affordable housing.

13. Notices.

- (a) To the Joint Board. Any notice to the Joint Board shall be in writing and shall be addressed to the Chair of the Board and to the Administrative Agency.
- (b) To a Party. Any notice to a Party shall be to the Representative and Alternate, if any, of that Party.
- (c) Methods of Notice. Any notice may be given by certified mail, overnight delivery, facsimile, telegram, or personal delivery. Notice is deemed given when delivered. Email may be used for notice that does not allege a breach or dispute under this Agreement.
- (d) Notice Addresses of Parties. The following contact information for each Party shall apply until amended in writing by a Party providing new contact information to each other Party, the Chair of the Board, and the Administrative Agency, if any:

City of Edmonds

Robert Chave, Development Services
 121 5th Ave. N
 Edmonds, WA 98020
 Phone (425) 771-0220
 Facsimile (425) 771-0221
 Planning@Edmondswa.gov

City of Everett

Dave Koenig, Planning
 2930 Wetmore Ave., Suite 8A
 Everett, WA 98201
 Phone (425) 257-8736
 Facsimile (425) 257-8742

City of Granite Falls

Sheikh Haroon Saleem, Mayor and Ray Sturtz, City Planner
 206 S. Granite Ave, PO Box 1440
 Granite Falls, WA 98252
 Phone (360) 691-6441
 Facsimile (360) 691-6734

City of Lake Stevens

Rebecca Ableman, Planning and Community Development Director
 1812 Main Street, PO Box 257
 Lake Steven, WA 98258
 Phone (425) 377-3229
 Facsimile (425) 212-3327
 bableman@lakestevenswa.gov

City of Lynnwood

Don Gough, Mayor and Paul Krauss, CD Director
 PO Box 5008
 Lynnwood, WA 98046-5008
 Phone (425) 670-5401
 Facsimile (425) 771-6585
 pkrauss@ci.lynnwood.wa.us

City of Marysville

Gloria Hiroshima
 [1049 State Avenue
 Marysville, WA 98270
 Phone (360) 363-8000
 Facsimile (360) 651-5033
 ghirashima@marysvillewa.gov

City of Mill Creek

Tom Rogers, Director of Community Development
 15728 Main Street
 Mill Creek, WA 98012
 Phone (425) 745-1891
 Facsimile (425) 745-9650
 tom@cityofmillcreek.com

City of Mountlake Terrace

Shane Hope
 6100 219th St. SW, Suite 200
 Mountlake Terrace, WA 98043
 Phone (425) 744-6281
 Facsimile (425) 775-0420
 shope@ci.mlt.wa.us

City of Mukilteo

Mayor and Planning Director
 11930 Cyrus Way
 Mukilteo, WA 98275
 Phone (425) 263-8017
 Facsimile (425) 212-2068
 mayor@ci.mukilteo.wa.us

City of Snohomish

Larry Bauman, City Manager
 City of Snohomish
 116 Union
 Snohomish, WA 98290
 Phone (360) 568-3115
 Facsimile (360) 568-1375
 bauman@ci.snohomish.wa.us

Town of Woodway

Mayor Carla Nichols
 23920 113th Pl. W
 Woodway, WA 98020
 Phone (206) 542-4443
 Facsimile (206) 546-9453
 Mayor@townofwoodway.com

Housing Authority of Snohomish County

Executive Director
 12625 4th Avenue W. Suite 200
 Everett, WA 98204
 Phone (425) 290-8499
 Facsimile (425) 290-5618
 rdavis@hasco.org

Snohomish County

Mary Jane Brell Vujovic, Division Manager
 Housing and Community Services
 3000 Rockefeller Ave., M/S 305
 Everett, WA 98201
 Phone (425) 388-7116
 Facsimile (425) 259-1444
 maryjane.brell@snoco.org

14. General Provisions.

(a) Rights and Obligations Reserved; MOU Superseded. This Agreement reserves to each Party and shall not be construed to be in derogation of any rights, powers, privileges, authority, liability, obligations and duties set forth in or provided by any previous agreement executed by a Party relating in any way to affordable housing, except that the Memorandum of Understanding dated September 21, 2011, by and among the Housing Authority of Snohomish County, the cities of Edmonds, Everett, Granite Falls, Lake Stevens, Lynnwood, Marysville, Mill Creek, Mountlake Terrace, Mukilteo, Snohomish, Sultan and the town of Woodway (the "MOU"), shall be deemed terminated pursuant to section 2.6.B of the MOU and shall be of no force and effect upon the effective date of this Agreement.

(b) Access to Records. To the extent permitted by law, all records, accounts and documents relating to matters covered by this Agreement shall be subject to inspection, copying, review or audit by the Washington State Auditor or any Party. Upon reasonable notice, during normal working hours, each Party shall provide auditors from the Washington State Auditor or the other Parties with access to its facilities for copying said records at their expense.

(c) No Third Party Beneficiaries. This Agreement is for the benefit of the Parties only, and no third party shall have any rights hereunder.

(d) Venue. The venue for any action related to this Agreement shall be in Superior Court in and for Snohomish County, Washington at Everett.

(e) Severability. If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect. If the invalidated provision is essential to the benefit of the Parties' bargain, the Parties will in good faith negotiate a replacement provision to make the Parties whole to the greatest extent possible.

15. Execution. This Agreement may be executed in multiple counterparts and, if so signed, shall be deemed one integrated Agreement. The undersigned signatories represent that they are authorized to execute this Agreement on behalf of the respective Party for which they have signed below.

SNOHOMISH COUNTY

By: [Signature] 7/29/13
Signature Date

Its: PETER B. CAMP
Executive Director

Approved as to form

By: Rebecca Wendling 7/19/2013
Signature Date

Its: Deputy Prosecuting Attorney

CITY OF EDMONDS

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF EVERETT

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF GRANITE FALLS

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

| | |
|------------------|---------|
| COUNCIL USE ONLY | |
| Approved: | 7-29-13 |
| Docfile: | D-2 |

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SNOHOMISH COUNTY

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF EDMONDS

By: [Signature] 9.10.13
Signature Date

Its: Mayor

Approved as to form

By: [Signature] 8/29/13
Signature Date

Its: CITY ATTORNEY

CITY OF EVERETT

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF GRANITE FALLS

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

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SNOHOMISH COUNTY

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF EDMONDS

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF EVERETT

By: Ray Stephenson 10-21-13
Signature Date

Its: _____

Approved as to form

By: Tim Berts 10.21.13
Signature Date

Its: Assistant City Attorney

ATTEST:
Sharon Julla
City Clerk

CITY OF GRANITE FALLS

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF LAKE STEVENSBy: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF LYNNWOODBy: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF MARYSVILLEBy: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF MILL CREEKBy: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF MOUNTLAKE TERRACEBy: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF MUKILTEOBy: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

SNOHOMISH COUNTYBy: _____
Signature Date

Its: _____

CITY OF EDMONDSBy: _____
Signature Date

Its: _____

CITY OF EVERETTBy: _____
Signature Date

Its: _____

CITY OF GRANITE FALLSBy: [Signature] 7/17/13
Signature DateIts: MAYOR**CITY OF LAKE STEVENS**By: _____
Signature Date

Its: _____

CITY OF LYNNWOODBy: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

Approved as to form

By: [Signature] 7-17-13
Signature DateIts: City Attorney

Approved as to form

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF LAKE STEVENS

By: William L. Latta 7/25/13
 Signature Date

Its: Mayor

Approved as to form

By: Frank Weese 7-23-13
 Signature For Waiver Date

Its: City Attorney

CITY OF LYNNWOOD

By: _____
 Signature Date

Its: _____

Approved as to form

By: _____
 Signature Date

Its: _____

CITY OF MARYSVILLE

By: _____
 Signature Date

Its: _____

Approved as to form

By: _____
 Signature Date

Its: _____

CITY OF MILL CREEK

By: _____
 Signature Date

Its: _____

Approved as to form

By: _____
 Signature Date

Its: _____

CITY OF MOUNTLAKE TERRACE

By: _____
 Signature Date

Its: _____

Approved as to form

By: _____
 Signature Date

Its: _____

CITY OF MUKILTEO

By: _____
 Signature Date

Its: _____

Approved as to form

By: _____
 Signature Date

Its: _____

CITY OF LAKE STEVENS

By: _____
Signature Date

Its: _____

CITY OF LYNNWOOD

By: *Don Gonzales*
Signature DateIts: *Mayor*
9-19-13

CITY OF MARYSVILLE

By: _____
Signature Date

Its: _____

CITY OF MILL CREEK

By: _____
Signature Date

Its: _____

CITY OF MOUNTLAKE TERRACE

By: _____
Signature Date

Its: _____

CITY OF MUKILTEO

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF LAKE STEVENSBy: _____
Signature Date

Its: _____

CITY OF LYNNWOODBy: _____
Signature Date

Its: _____

CITY OF MARYSVILLEBy: _____
Signature Date

Its: _____

CITY OF MILL CREEKBy: _____
Signature Date

Its: _____

CITY OF MOUNTLAKE TERRACEBy: _____
Signature Date

Its: _____

CITY OF MUKILTEOBy: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

Approved as to form

By: Henry Leson 10-14-13
Signature DateIts: City Attorney

Approved as to form

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF LAKE STEVENS

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF LYNNWOOD

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF MARYSVILLE

By: [Signature] 9/13/13
Signature DateIts: Mayor

Approved as to form

By: [Signature] 9-12-13
Signature DateIts: City Attorney (per waiver of conflict)

CITY OF MILL CREEK

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF MOUNTLAKE TERRACE

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF MUKILTEO

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF LAKE STEVENSBy: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF LYNNWOODBy: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____


CITY OF MARYSVILLEBy: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF MILL CREEKBy:  _____ 11 SEP 2013
Signature DateIts: CITY MANAGER

Approved as to form

By:  _____ 9-6-13
Signature DateIts: City Attorney**CITY OF MOUNTLAKE TERRACE**By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF MUKILTEOBy: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

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SNOHOMISH COUNTY

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF EDMONDS

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF EVERETT

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF GRANITE FALLS

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF LAKE STEVENSBy: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF LYNNWOODBy: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF MARYSVILLEBy: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF MILL CREEKBy: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF MOUNTLAKE TERRACEBy: John F. [Signature] 8/6/2013
Signature DateIts: City Manager

Approved as to form

By: [Signature] 8-6-13
Signature DateIts: City Attorney**CITY OF MUKILTEO**By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF LAKE STEVENS

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF LYNNWOOD

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF MARYSVILLE

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF MILL CREEK

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF MOUNTLAKE TERRACE

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF MUKILTEO

By: Joe Normie 8/24/13
Signature DateIts: Mayor

Approved as to form

By: Dwight Smith 8/19/13
Signature DateIts: City Attorney

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SNOHOMISH COUNTY

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF EDMONDS

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF EVERETT

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF GRANITE FALLS

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF SNOHOMISH

By: Larry [Signature] 8/7/13
Signature DateIts: City Manager

TOWN OF WOODWAY

By: _____
Signature Date

Its: _____

HOUSING AUTHORITY OF
SNOHOMISH COUNTYBy: _____
Signature Date

Its: _____

Approved as to form

By: [Signature] 8-6-13
Signature DateIts: City Attorney per waiver

Approved as to form

By: _____
Signature Date

Its: _____

Approved as to form:

By: _____
Signature Date

Its: _____

CITY OF SNOHOMISH

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

TOWN OF WOODWAY

By: Carl N. Wood 7/30/13
Signature DateIts: Mayor

Approved as to form

By: Wage Dene
Signature DateIts: City AttorneyHOUSING AUTHORITY OF
SNOHOMISH COUNTYBy: _____
Signature Date

Its: _____

Approved as to form:

By: _____
Signature Date

Its: _____

CITY OF SNOHOMISH

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

TOWN OF WOODWAY

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

HOUSING AUTHORITY OF
SNOHOMISH COUNTYBy: [Signature] ^{10/16/13}
Signature DateIts: Executive Director

Approved as to form:

By: [Signature] ^{10/16/13}
Signature DateIts: Staff Attorney

ATTACHMENT A

HOUSING AUTHORITY OF SNOHOMISH COUNTY

12625 - 4th Avenue W., Suite 200 • Everett, Washington 98204
 (425) 290-8499 or (425) 743-4505
 TDD (425) 290-5785 • FAX (425) 290-5618

June 22, 2012

Mr. David Bley
 Director, Pacific Northwest Initiative
 Bill and Melinda Gates Foundation
 PO Box 23350
 Seattle, WA 98102

**RE: GATES FOUNDATION SUPPORT FOR
 SNOHOMISH COUNTY INTER-JURISDICTIONAL HOUSING COMMITTEE**

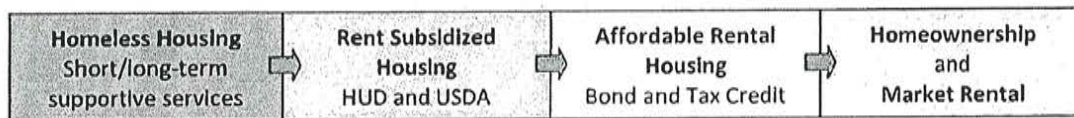
Dear David:

I am sorry it has taken so long to put this together. As we discussed a few months ago, Snohomish County continues to evolve in the creation of its vehicles to address affordable housing issues, and homelessness in particular.

The Sound Families Initiative and the current Investing in Families Initiative have brought private philanthropy, government, non-profits and private citizens together to combat homelessness and create systems change. These two initiatives have been instrumental in providing the necessary resources and developing the capacity of stakeholders in the community. The initiatives addressed the need for supportive services and housing and have made clear the need for both to effectively serve homeless families.

On a parallel track, the Housing Consortium of Everett and Snohomish County was formed by interested non-profit developers with the support of local government, the County's two housing authorities, and private supporters. The membership is made up of housing organizations dealing with every aspect of the housing continuum from homelessness to homeownership.

Housing Continuum



Through all of the work in the community to address housing and homelessness, it became clear that the community needed a vehicle for local governments to cooperatively address housing policy issues. A group of cities in Snohomish County began to explore the creation of such a vehicle over two years ago as an outgrowth of Snohomish County Tomorrow, the local inter-jurisdictional forum created to oversee Countywide Planning Policies.

ATTACHMENT A

The cities in Snohomish County and the Snohomish County government have now taken the step to create the Inter-Jurisdictional Housing Committee (IHC). This new group comprised of local governments in Snohomish County is a systems change that will create a centralized forum for local governments to efficiently disseminate housing information, work together to gain more expertise in housing policy issues, and cooperatively advocate at the federal and state level to ensure that there is adequate support for efforts to end homelessness and promote affordable housing in their communities. The group will inform local land use efforts to promote housing that is both economically and environmentally sustainable. The target model for the IHC is A Regional Coalition for Housing (ARCH) on King County's Eastside. The IHC Memorandum of Understanding (MOU) and draft Interlocal Agreement are attached. The following jurisdictions have signed onto the MOU: Mukilteo, Mountlake Terrace, Lake Stevens, Everett, Mill Creek, Snohomish, Sultan, Marysville, Edmonds, Lynnwood, Woodway, Granite Falls, and Snohomish County.

Every one of the jurisdictions signing on to this undertaking has at least one elected official and a planning executive who have decided that housing is a high priority for their community. Bringing these elected officials and planning executives together on the IHC will substantially enhance the work that is currently going on in the County to promote affordable housing and ensure that there are affordable housing options for families exiting homeless housing. During this period of intensive interest in housing and transportation, it is especially important that this entity is created and sustained to ensure that affordable housing is appropriately integrated into planning efforts.

Embarking on this effort right now is difficult when these cities and the County are experiencing economic distress. The goals of the IHC can advance significantly faster if the committee members can spend the first year establishing the priorities and substantive functions of the IHC rather than spending that time working to build financial support. It will be much easier to secure permanent and ongoing financial support from the cities and County if the IHC can get up and running with professional staff and products to show. That is why I would like to explore with you the potential of Gates Foundation support for the first full year of operation of the IHC. Please see the attached IHC 2013 budget.

HASCO committed to provide modest staffing and an administrative base to support the IHC. We have hired a graduate student intern from the University of Washington Master of Urban Planning program to supplement our staff work for the committee. This intern, with support from HASCO staff, will work to build the IHC and produce initial reports for the committee. HASCO will bear this expense through the end of 2012. Although HASCO is providing staff support for the committee, the IHC is not a HASCO project.

Starting in 2013, the IHC would like to have a full-time professional to staff the committee. Ideally the current intern would continue on in this full-time position. The Gates Foundation would cover the cost of the full-time staff person plus any additional outside consulting work that is needed. HASCO would still provide office space, all administrative support, and supplemental staffing support without reimbursement. Starting in 2014, the cities and the County would provide the financial support to fully cover the budget. HASCO would continue to provide the office space, administrative support, and supplemental staffing as an ongoing responsibility.

ATTACHMENT A

I would appreciate the opportunity to discuss this proposal further. I can be reached at 425-293-0532 or red@hasco.org.

Sincerely,



Robert E. Davis
Executive Director

cc: David Wertheimer, Deputy Director, Pacific NW Initiative, Bill & Melinda Gates Foundation
Kollin Min, Program Officer, Pacific NW Initiative, Bill & Melinda Gates Foundation

Enclosures

Memorandum of Understanding
Draft Interlocal Agreement
2013 Budget

BILL & MELINDA
GATES foundation

 PO Box 23350
 Seattle, WA 98102 USA
 206.709.3100

ATTACHMENT A

118062
Wells Fargo Bank, N.A.
 Bellevue, WA 98004
 11-24/1210

DATE

AMOUNT

Oct 11, 2012

\$

50,000.00


PAY Fifty Thousand Dollars And 00 Cents

 to the
 order
 of

Housing Authority of Snohomish County

12625 4th Ave West Suite 200

Everett, WA 98204


 Authorized Signature

MP

VOID AFTER 180 DAYS

BILL & MELINDA GATES FOUNDATION PO Box 23350 Seattle, Washington 98102 206.709.3100

| VENDOR ID | NAME | PAYMENT NUMBER | CHECK DATE | CHECK NUMBER | |
|--------------------|--------------------------------|----------------|-------------|--------------|---------------------------------------|
| HOUSG02 | Housing Authority of Snohomish | 00156023 | 10/11/2012 | 118062 | 118062 |
| OUR VOUCHER NUMBER | YOUR INVOICE NUMBER | DATE | AMOUNT | AMOUNT PAID | NET |
| GFPMT1069904 | PMT1069904 | 10/11/2012 | \$50,000.00 | \$50,000.00 | OPP1069901 - Robert Davis \$50,000.00 |
| | | | \$50,000.00 | \$50,000.00 | \$50,000.00 |

COMMENT

Attachment B
Alliance for Housing Affordability
Fiscal Year August 2013 to June 2014
Budget and Contribution Schedule
July 2013

| MOU Signees by | Population** | Population for Calculation | 2013 Contribution |
|--------------------------------|----------------------|----------------------------|-------------------|
| Population | | Purpose | |
| Everett | 103,019 | 103,019 | \$6,213 |
| Marysville | 60,020 | 60,020 | \$3,613 |
| Lynnwood | 35,836 | 35,836 | \$2,151 |
| Edmonds | 39,709 | 39,709 | \$2,385 |
| Lake Stevens | 28,069 | 28,069 | \$1,682 |
| Mukilteo | 20,254 | 20,254 | \$1,209 |
| Mountlake Terrace | 19,909 | 19,909 | \$1,188 |
| Mill Creek | 18,244 | 18,244 | \$1,088 |
| Snohomish ¹ | 9,098 | 9,098 | \$1,000 |
| Granite Falls ¹ | 3,364 | | \$1,000 |
| Woodway ¹ | 1,307 | | \$1,000 |
| HASCO | | | |
| Total city | 338,829 | 343,480 | \$22,530 |
| County | 286,727 | 286,727 | \$17,320 |
| Total | 625,556 | | |
| Gates Grant⁴ | | 630,207 | \$39,850 |
| Proposed Budget | \$50,000 | | \$50,000 |
| Back Office Support | \$89,850 | Contributions | \$89,850 |
| | In kind ² | | |

| | |
|------------------|--------------------|
| Budget | |
| 1 FTE | \$ 60,000.00 |
| Benefits (@39%) | \$ 23,400.00 |
| Local Travel/mi. | \$ 1,250.00 |
| Supplies/Teleph | \$ 1,200.00 |
| | \$85,850.00 |
| Misc./Consult. | \$ 4,000.00 |
| | \$89,850.00 |

- Notes:
- 1. Minimum annual commitment \$1,000 for any participant
 - 2. HASCO funding staff intern for 12+ months 2012 began interim work in July
 - **2011 Population



Attachment B 2013-2014 Work Plan*

1. Synthesize/analyze Data

- a. IDENTIFY DATA GAPS.
And if there are, develop/implement a strategy to fill those gaps.
- b. DEVELOP A SURVEY TEMPLATE THAT CITIES CAN USE FOR GATHERING HOUSING DATA THEY'RE MOST INTERESTED IN.
- c. IDENTIFY WHERE EXISTING AFFORDABLE HOUSING UNITS ARE LOCATED AND WHETHER THEY ARE UNDER THREAT OF CONVERSION, WHAT THEIR CONDITION IS AND WHAT THE CONDITION OF THE SURROUNDING PUBLIC INFRASTRUCTURE IS.

2. Provide Technical Expertise

CREATE A TEMPLATE JURISDICTIONS CAN USE IN DRAFTING THEIR HOUSING CONTINUUM AND CITY PROFILES.

With the template each jurisdiction can create effective literature conveying their individual housing needs. The continuum would also be useful in developing Housing Elements for Comprehensive Plans.

3. Create Education/Outreach/Information-sharing Opportunities

DEVELOP A STRATEGY AND TOOLS TO EDUCATE ELECTED OFFICIALS

The task is to educate elected officials about affordable housing issues and the roles they can play in obtaining funding for housing programs.

- i. Identify elected officials who could serve as primary contact points for federal and state agencies which provide housing funding (this would assist in attract housing money to Snohomish County).
 - ii. Design workshop for elected officials to better inform them of housing issues and funding opportunities/challenges/processes
- a. PACKAGE THE IJH COMMITTEE'S IDEA/MESSAGE.
 - i. Use HASCO human resources staff (who has special training in leading facilitation) to work with elected officials on the committee to create a succinct message of what the Alliance for Housing Affordability is all about. The message would be a key tool to use in presentations to city councils when the IJH ILA is being considered.
 - ii. Use the message to promote media exposure of the IJH committee's existence and goals

4. Grants and Financial


- a. DEVELOP A STRATEGY FOR LEVERAGING CDBG AND OTHER FUNDS.
- b. DEVELOP A COMMON STRATEGY TO PURSUE FUNDING TO BE USED BY CITIES INDIVIDUALLY OR COLLECTIVELY.
- c. DESIGN A NEW REVENUE GENERATION TOOL THAT CAN BE ADOPTED BY LEGISLATIVE BODIES AND THEN USED BY INDIVIDUAL CITIES.

* For consideration by the Joint Board

Index #9

CITY OF MARYSVILLE
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: April 28, 2014

| | | |
|---|---|------------|
| AGENDA ITEM: Professional Services Agreement between City of Marysville and River Oaks Communications Corporation for Cable Consultant Services | AGENDA SECTION: | |
| PREPARED BY: Doug Buell, Community Information Officer DEPARTMENT: Executive | AGENDA NUMBER: | |
| ATTACHMENTS: 1. Professional Services Agreement 2. Exhibit A – Scope of Work/ | APPROVED BY:  | |
| | MAYOR | CAO |
| BUDGET CODE: 00100110.541000 | AMOUNT: \$66,250 | |

Summary:

The City of Marysville has existing, non-exclusive television cable franchise agreements that expire in October 2014 with Comcast of California/Colorado/Texas/Washington, Inc. and Comcast of Washington IV, Inc., and WaveDivision I, LLC.

The consultant will be expected to:

1. Provide technical review of existing cable systems to determine compliance with the franchise agreements, applicable codes and best practices, assess system repair and capacity.
2. Provide guidance in surveying the community regarding the services provided by Comcast and Wave Broadband, compliance with the franchise agreements, and identification of current and future community needs.
3. Provide expertise and assistance to the City in preparation for and throughout franchise renewal negotiations including financial analysis, legal review and drafting of the franchise agreements and/or ordinances.

RECOMMENDED ACTION:

Approve proposed professional services agreement.

COUNCIL ACTION:

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND RIVER OAKS COMMUNICATIONS CORPORATION
FOR CABLE TV FRANCHISE CONSULTANT SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Marysville, a Washington State municipal corporation ("City"), and River Oaks Communications Corporation, a Colorado corporation hereinafter referred to as ("Consultant").

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

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services as described in Article II regarding renewal of non-exclusive television cable franchise agreements with Comcast of California/Colorado/Texas/Washington, Inc. and Comcast of Washington IV, Inc., and WaveDivision I, LLC, which expire in October 2014. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

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

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 Scope of Services 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 Services 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. The work product and all documents produced under this Agreement 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 Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work as of the 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 Agreement. The summary of work done shall be prepared at no additional cost to the City.

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

III.3 TERM. The term of this Agreement shall commence on May 1, and shall terminate at midnight, July 10. The parties may extend the term of this Agreement by written mutual agreement.

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. Indemnification/Hold Harmless Consultant shall 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 resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the 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 Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant'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. 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 procure, and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work and services hereunder by the Consultant, its agents, representatives, employees or subcontractors. The Consultant shall, before commencing work under this agreement, file with the City certificates of insurance coverage and the policy endorsement to be kept in force continuously during this Agreement, in a form acceptable to the City. Said certificates and policy endorsement shall name the City, its officers, elected officials, agents and/or employees as an additional named insured with respect to all coverages except professional liability insurance and workers' compensation. The minimum insurance requirements shall be as follows:

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

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

c. **Acceptability of Insurers.** Insurance to be provided by 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. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

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

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

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

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

III.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, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The 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 LEGAL RELATIONS. The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant 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. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Snohomish County Superior Court.

III.11 INDEPENDENT CONTRACTOR.

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

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

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

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

III.12 CONFLICTS OF INTEREST. The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

III.13 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.

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

a. The Consultant shall is responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant may use the following Subcontractor/Subconsultant as set forth in Exhibit A:

CBG Communications, Inc.
1597 Race Street
St. Paul, MN 55102

c. The Consultant may not substitute or add subcontractors/subconsultants without the written approval of the City.

d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$66,250 without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

b. The Consultant shall submit a monthly invoice to the City for services performed in the previous calendar month in a format acceptable to the Cities. The Consultant shall maintain time and expense records and provide them to the Cities upon request.

c. 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 Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

IV.3 MAINTENANCE/INSPECTION OF RECORDS. The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All

such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

ARTICLE V. GENERAL

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

c/o Douglas Buell, Public Information Officer
1049 State Ave.
Marysville, WA 98270

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

Robert M. Duchon, Vice President
River Oaks Communications Corporation
6860 South Yosemite Court, Suite 2000
Centennial , CO 80112

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

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

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

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

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

V.5 SEVERABILITY

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

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

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

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

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

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

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

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

DATED this _____ day of _____, 2014.

CITY OF MARYSVILLE

By _____
JON NEHRING, Mayor

By _____
ROBERT M. DUCHEN, Vice President

River Oaks Communications Corporation

Approved as to form:

GRANT K. WEED, City Attorney

EXHIBIT A

SCOPE OF WORK

Scope of Services to be provided by River Oaks:

1. Review the Section 626 renewal letter and Cable Television Franchise per Ordinance No. 2492 between the City and Comcast of California/Colorado/Texas/Washington, Inc. and Comcast of Washington IV, Inc.
2. Review the Institutional Network Maintenance Agreement with Comcast. Analyze Comcast's request for the I-Net to become a Managed Network.
3. Review Chapter 5.71 - Cable Operator Customer Service Standards.
4. Review the Section 626 renewal letter and Cable Television Franchise between the City and WaveDivision I, LLC per Ordinance No. 2657. Also review any Wave transfer of ownership documents filed with the City.
5. Review any other existing Cable Television Franchises in the City for comparison and level playing field purposes.
6. Draft and negotiate with Comcast a Franchise renewal document (including competitive equity language) under the Informal Renewal Process. Analyze Comcast's request for elimination of the PEG/I-Net fee. Consider broadening the current Gross Revenues definition in the Franchise per a request from the City Finance Department.
7. Draft and negotiate with Wave a Franchise renewal document under the Informal Renewal Process. Review the Gross Revenues definition in that Franchise.
8. Participate in Conference Calls/Phone Meetings with the City and Comcast.
9. Participate in Conference Calls/Phone Meetings with the City and Wave.
10. Prepare a Compliance letter to Comcast after reviewing the Comcast Franchise and Chapter 5.70 - Cable System Regulations to identify some of the salient questions. This will be focused on the most important components and will not be a detailed comprehensive Past Performance Review.
11. Prepare a Compliance letter to Wave after reviewing the Wave Franchise and Chapter 5.70 to identify some of the salient questions. This will be focused on the most important components and will not be a detailed comprehensive Past Performance Review.
12. Review the Cable Acts, Telecommunications Act, FCC Orders and Code of Federal Regulations in connection with the above.
13. Attend Meetings with the City and Comcast as requested by the City.
14. Attend Meetings with the City and Wave as requested by the City.
15. Solely for Franchise and I-Net negotiation purposes, conduct a targeted Community Needs and Interests Assessment (Focus Groups and Surveys) of Key Stakeholders in the City, including City Departments, Police, Fire, Schools and Libraries. Assist the City in developing a Website Survey to gather the views and opinions of cable subscribers regarding Comcast and Wave.

It shall be the City's decision whether to renew or not renew the Comcast or Wave Cable Franchises.

BILLING/RATE INFORMATION

River Oaks shall be compensated at the rate of \$265/hour and reimbursed for its expenses as follows:

Reimbursable direct costs:

- Federal Express
- Postage
- Long Distance Telephone Charges
- Outside Clerical
- Faxes and Copies
- Travel upon request (Air, Car Rental, Lodging and Meals)

It is estimated that there will be 2-4 trips to the City. Subject to Comcast's and Wave's availability, we will attempt to meet with each company during a trip. River Oaks' consultant fees shall be a maximum of **\$66,250 (includes expenses in the amount of \$7,500 and all costs and expenses associated with subconsultant services)**. It is anticipated this work will be completed by June 30, 2014, subject to the cooperation of Comcast and Wave.

If it becomes necessary to retain a technical firm as a subcontractor with respect to the I-Net related issues, this would be billed at \$175-\$195 per hour, plus expenses. All costs and expenses associated with such subconsultant will be paid by River Oaks and shall be included within the **not to exceed amount of \$66,250 set forth in section IV.1 of the Agreement.. and up to a maximum for the subcontractor's I-Net related work of \$17,575 plus expenses of \$2,000.** We anticipate using CBG Communications, Inc., given their institutional knowledge and prior I-Net work with us for the City.

Index #10

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: April 28, 2014

| | | |
|--|---------------------------------|-----|
| AGENDA ITEM: Golf Cart Lease with Yamaha Motor Company | AGENDA SECTION: New Business | |
| PREPARED BY: Jim Ballew- Director of Parks and Recreation | APPROVED BY: | |
| ATTACHMENTS: Lease Quote Sample Lease | | |
| | MAYOR | CAO |
| BUDGET CODE: 42047267 545000 | AMOUNT: | |

DESCRIPTION:

Ten additional carts were approved by the City Council within the 2014 Budget. Staff has received quotes for ten (10) x 2015 models at a final cost not to exceed \$4,717.00 per car. The lease with Yamaha Motor Company will be a 60 month lease with a 40 month payment schedule. Delivery of the ten carts will be approximately June 1, 2014. Payments of \$128.63 per car will begin on August 1, 2014 for a total commitment of \$3,385.89 for 2014.

At the conclusion of the lease the Carts will become the property of the City for a \$1.00 per cart fee.

RECOMMENDED ACTION:

Staff recommends the City Council authorize the Mayor to sign the Lease Agreement between the City of Marysville and Yamaha Motor Company for ten (10) gas powered carts for delivery in June of 2014. The term of the lease is 60 months.

COUNCIL ACTION:



NORTHWEST YAMAHA GOLF CARS
722 RIVER ROAD
PUYALLUP, WA 98371

2/7/2014

Cedarcrest Golf Course
6810 84th St. NE
Marysville, WA
Golf Car/Lease Quote

QUOTE 2, 10-2015 Yamaha gas golf cars with EFI (electronic fuel injection only manufacture to have it on a gas car increased gas mileage the best in the industry) green body color, top split clear windshield, 2#'s per car, information holder, 1 sand & seed set up per car, framed bag cover, hub caps, fuel/hour gauge on dash, set up & delivered to golf course, NOTE 2-cars have front & rear tow systems the rest do not, \$4,717.00 per car.

Lease quote 60 month lease with 40 payments (no payment Nov., Dec., Jan., Feb.,) lease to start on or about 5/15/ 2014, \$128.63 per car per month with a \$1.00 buyout per car at the end of the lease, special interest rate of 3.800%.

P. J. Martin
Sales-Leasing
Northwest Yamaha Golf Cars
253-445-1069

PHONE 253-445-1069 or 800-659-7843 FAX 253-445-1071



YAMAHA MOTOR CORPORATION, U.S.A.
6555 KATELLA AVENUE CYPRESS, CALIFORNIA 90630-5101 800-551-2994 FAX 714-761-7363

January 1, 2013

SAMPLE NAME
STREET ADDRESS
CITY, STATE, ZIP,

Dear YAMAHA CUSTOMER:

Enclosed you will find the documentation for your lease of XX MODEL
Yamaha golf cars. The documents enclosed in the package include the following:

Master Lease Agreement
Equipment Schedule #5555555
Request for Insurance
Certificate of Acceptance
Resale Certificate
Invoice For First Payment

Please have these documents signed by an Authorized City Official and return them to me in the enclosed prepaid overnight return envelope.

The insurance form should be forwarded to your insurance company and a copy returned to us with the other documentation.

If the city requires the use of **Purchase Orders**, please provide one with your documents. However, if they are not required please include a signed statement on official city letterhead stating that a purchase order will not be required for this transaction.

We appreciate your business and look forward to the opportunity to service your leasing needs. If you should have any questions, please give us a call at 800-551-2994.

Sincerely,

YAMAHA
Commercial Customer Finance



SAMPLE

MUNICIPAL MASTER LEASE AGREEMENT



YAMAHA MOTOR CORPORATION, U.S.A.

MASTER LEASE AGREEMENT dated January 1, 2013, between **YAMAHA MOTOR CORPORATION, U.S.A.**, having its principal place of business at 6555 Katella Avenue, Cypress, California 90630 ("Lessor"), and **SAMPLE NAME** XXXX STREET, XXXXXX CITY, CA 90630 ("Lessee").

Lessor and Lessee hereby agree as follows:

1. Lease of Equipment. Lessor leases to Lessee the equipment described on each attached Equipment Schedule (the "Equipment"), on the terms and conditions of this Lease, the applicable Equipment Schedule, and each rider attached hereto.
2. Term. The term of this lease for the Equipment described on a particular Equipment Schedule shall commence on the date set forth on such Equipment Schedule and shall continue for the number of months indicated on such Equipment Schedule.
3. Rent. Lessee shall pay Lessor rent for the Equipment ("Rent") in the amounts and at the times set forth on the applicable Equipment Schedule. The amount of the Rent has been determined by amortizing the purchase price of the applicable Equipment (using the prices quoted in the Request for Proposal identified on the applicable Equipment Schedule ("RFP"), together with an interest factor at the rate specified in the applicable Equipment Schedule. Whenever any payment hereunder is not made when due, Lessee shall pay interest on such amount from the due date thereof to the date of such payment at the lower of Lessor's then prevailing rate for late payments specified in Lessor's invoice to Lessee for such payment or the maximum allowable rate of interest permitted by the law of the state where the Equipment is located.
4. Selection, Delivery, and Acceptance. Lessee shall select the Equipment and take delivery thereof directly from Lessor or an authorized dealer of Lessor (the "Dealer"). All costs of delivery are the sole responsibility of Lessee. Lessor shall not be liable for any loss or damage resulting from the delay or failure to have any Equipment available for delivery. Lessee shall inspect the Equipment to determine that the Equipment is as ordered and has been equipped and prepared in accordance with the RFP and any prior instructions given in writing by Lessee to Lessor or Dealer. Lessee shall accept the Equipment if it meets the criteria set forth in the preceding sentence and shall execute and deliver to Lessor or Dealer a Certificate of Acceptance, in form and substance satisfactory to Lessor, within 7 days of the delivery of the Equipment or the Equipment will be deemed accepted by the Lessee. For all purposes of this Lease, acceptance is conclusively established by Lessee's execution and delivery of a Certificate of Acceptance provided by Lessor. Lessee authorizes Lessor to insert in each Equipment Schedule the serial numbers and other identifying date of the Equipment.
5. Location, and Inspection. Lessee shall not move the Equipment from the locations specified in the applicable Equipment Schedule without Lessor's prior written consent. Lessor and its representatives shall have the right from time to time during business hours to enter upon the premises where the Equipment is located to inspect the Equipment and Lessee's records to confirm Lessee's compliance with this Lease.
6. Care, Use, and Maintenance. Lessee shall, at its expense, at all times during the term of this Lease, keep the Equipment clean, serviced, and maintained in good operating order, repair, condition, and appearance in accordance with Lessor's manuals and other instructions received from Lessor. Lessee will not use or operate the Equipment, or permit the Equipment to be used or operated, in violation of any law, ordinance or governmental regulations. The Equipment will be used and operated only as golf cars. Lessee shall safely store the Equipment when not in use and properly secure it at night and such other times when the golf course on which the Equipment is used is closed to play, and Lessee shall be solely responsible for such storage and safekeeping. If the Equipment is electrical, Lessee shall provide sufficient and adequate electrical charging outlets and water facilities for the batteries which are a part of the Equipment.
7. Insurance. Effective upon delivery of the Equipment to Lessee and until the Equipment is returned to Lessor as provided herein, Lessee relieves Lessor of responsibility for all risk of physical damage to or loss or destruction of all the Equipment, howsoever caused. During the continuance of this Master Lease, Lessee shall at its own expense, cause to be carried and maintained with respect to each item of Equipment designated in each Equipment Schedule public liability insurance in an amount of not less than \$1,000,000, and casualty insurance, in each case in amounts and against risk customarily insured against Lessee in similar equipment and, in amounts and against risk acceptable to Lessor. All policies with respect to such insurance shall name Lessor as additional insured and as loss payee, and shall provide for at least thirty (30) days' prior written notice by the underwriter or insurance company to Lessor in the event of cancellation or expiration of any such policies. Lessee shall, upon request of Lessor, furnish appropriate evidence of such insurance to Lessor. Lessee shall bear the entire risk of loss, theft, destruction or damage to the Equipment from any cause whatsoever and shall not be relieved of the obligation to pay the total of the monthly payments or any other obligation hereunder because of any such occurrence. In the event of damage to any item of Equipment leased hereunder, Lessee, at its sole expense, shall immediately place the same in good repair and operating condition. In no event shall Lessor be liable for any loss of profit, damage, loss, defect or failure of any item of Equipment or the time which may be required to recover, repair, service, or replace the item of Equipment.
8. Storage. Lessee shall store the Equipment in such a manner as to prevent theft or damage from weather and vandalism.
9. Title. Title to the Equipment shall at all times remain with the Lessor. Lessee acquires only the interests of Lessee expressly described in this Lease, the applicable Equipment Schedule, and the riders attached hereto. Lessee shall not remove, move, or cover over in any manner any serial number on the Equipment. Lessee shall keep all Equipment free from any marking or labeling which might be interpreted as a claim of ownership thereof by Lessee or any party other than Lessor or anyone so claiming through Lessor. Lessor is hereby authorized by Lessee, at Lessor's expense, to cause this Master Lease, any Equipment Schedule or any statement or other instrument in respect of any Equipment Schedule as may be required by law showing the interest of Lessor in the Equipment to be filed and Lessee hereby authorizes Lessor or its agent to sign and execute on its behalf any and all necessary UCC-1 forms for such purpose. Lessor and Lessee hereby intend this transaction to be a lease. In the event that for any reason it is not deemed a lease, the Lessee hereby grants Lessor a security interest in leased property.

10. Warranties. The Equipment is warranted only in accordance with the manufacturer's warranty. EXCEPT AS EXPRESSLY PROVIDED IN THE MANUFACTURER'S WARRANTY, LESSOR DISCLAIMS ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INTERFERENCE.

11. Alterations and Attachments. Lessee may, with Lessor's prior written consent, make such cosmetic modifications to the Equipment as Lessee may deem desirable in the conduct of its business; provided, however, that such alterations shall not diminish the value or utility of the Equipment, or cause the loss of any warranty thereon or any certification necessary for the maintenance thereof; and provided, further, that such modification shall be removable without causing damage to the Equipment. Upon return of the Equipment to Lessor, Lessee shall, if Lessor so elects, remove such modifications which have been made and shall restore the Equipment to its original condition, normal wear and tear and depreciation excepted.

12. Taxes. Lessee shall cooperate with Lessor in all reasonable respects necessary in order for Lessor to qualify for any exemption or exclusion from personal property tax on the equipment or sales or use tax on the leasing of the Equipment to Lessee hereunder. In the event that any such tax becomes payable by Lessor during the term of this Lease, Lessee shall pay to Lessor as additional rent, promptly on receipt of Lessor's invoice therefor, an amount equal to such tax. Lessee shall collect and remit any and all sales, use, and other taxes payable in any state, county, or city in respect of the rental or other use of the Equipment by Lessee.

13. Indemnity; Notice of Claim. Lessee shall be liable for, and hereby indemnifies Lessor and holds Lessor harmless from and against, any and all claims, costs, expenses, damages, losses, and liabilities (including, with limitation, attorneys' fees and disbursements) arising in any way from the gross negligence or misconduct of Lessee or Lessee's agents and independent contractors, or their respective employees. Lessee shall give Lessor prompt written notice of any claim arising out of the possession, leasing, renting, operation, control, use, storage, or disposition of the Equipment and shall cooperate in all reasonable respects at Lessee's expense in investigating, defending, and resolving such claim.

14. Return of Equipment. Upon the termination of an Equipment Schedule for any reason, unless Lessee is thereupon purchasing the Equipment from Lessor, Lessee shall make the Equipment available for inspection and pick up by Lessor or Dealer at Lessee's location at which the Equipment was used hereunder. The Equipment shall be returned to Lessor at the termination of this Lease in the same operating order, repair, condition, and appearance as when received by Lessee, less normal depreciation and wear and tear (which shall not include damaged or missing tires or wheels).

15. Defaults. The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Lease:

- (a) default by Lessee in the payment of any installment of rent or other charge payable by Lessee under any Equipment Schedule as and when the same becomes due and payable; or
- (b) default by Lessee in the performance of any other material term, covenant or condition of this Lease, any for a period of 10 days after notice; or
- (c) A petition under the Bankruptcy Code or under any other insolvency law providing for the relief of debtors shall be filed by or against Lessee; or
- (d) The voluntary or involuntary making of any assignment of a substantial portion of its assets by Lessee for the benefit of creditors shall occur; a receiver or trustee for Lessee or for Lessee's assets shall be appointed; any formal or informal proceeding for dissolution, liquidation, settlement of claims against or winding up of the affairs of Lessee shall be commenced; or
- (e) Lessee shall default under any other lease or agreement between Lessee and Lessor or any of its assignees hereunder; or
- (f) Lessee shall suffer a material adverse change in its financial condition from the date hereof, and as a result thereof Lessor deems itself or any of the Equipment to be insecure.

16. Remedies. Upon the occurrence of an Event of Default, Lessor, at its option, may pursue any one or more of the following remedies, in such order or manner as Lessor determines, each such remedy being cumulative and not exclusive of any other remedy provided herein or under applicable law:

- (a) terminate all or any portion of the Equipment Schedules to this Lease;
- (b) with or without terminating this Lease, take possession of the Equipment, with or without judicial process, Lessee hereby granting Lessor the right and license to enter upon Lessee's premises where the Equipment is located for such purpose;
- (c) proceed by appropriate court action, either at law or in equity, to enforce performance by Lessee of the applicable covenants and terms of this Lease, or to recover from Lessee any and all damages or expenses, including reasonable attorneys' fees, which Lessor shall have sustained by reason of Lessee's default in any covenant or covenants of this Lease, or on account of Lessor's enforcement of its remedies thereunder; without limiting any other damages to which Lessor may be entitled, Lessor shall be entitled upon an Event of Default to damages in an amount equal to all Rent then due but unpaid, plus the aggregate amount of Rent thereafter coming due for the remaining term of this Lease, plus Lessor's costs and expenses of pursuing its remedies hereunder (including, without limitation, attorneys' fees), minus all amounts received by Lessor after using reasonable efforts to sell or re-lease the Equipment after repossession or from any guaranty by the Dealer or any third-party; and
- (d) sell the Equipment or enter into a new lease of the Equipment. No delay by Lessor in pursuing any remedy shall be treated as a waiver of or limitation on such remedy or any other remedy.

17. Assignment. Neither Lessee nor Lessor shall transfer, assign, or sublease (except for rentals to players as contemplated hereunder in the ordinary course of business), or create, incur, assume, or permit to exist any security interest, lien, or other encumbrance on, the Equipment, this Lease, or any interest of Lessee therein.

18. Lessee's Representations and Warranties. Lessee represents and warrants to Lessor that: (a) Lessee has the authority under applicable law to enter into and perform this Lease and each Equipment Schedule and rider hereto; (b) Lessee has taken all necessary action to authorize its execution, delivery, and performance of this Lease and each Equipment Schedule and rider hereto; (c) the Lease and each Equipment Schedule and rider hereto have been duly executed and delivered by an authorized signatory of Lessee and constitute Lessee's legal, valid, and binding obligations, enforceable in accordance with their terms; (d) adequate funds have been budgeted and appropriated to enable Lessee to make all payments required under each Equipment Schedule to this Lease during the first twelve months of the term hereof; and (e) interest paid on indebtedness of Lessee held by Lessor would be excluded from Lessor's income for U.S. federal income tax purposes.

19. Non-Appropriation of Funds. Notwithstanding anything contained in this Lease to the contrary, in the event no funds or insufficient funds are budgeted and appropriated or are otherwise unavailable by any means whatsoever for Rent due under the Lease with respect to a Equipment Schedule in any fiscal period after the period in which the term of the lease with respect to such Equipment Schedule commences, Lessee will immediately notify Lessor in writing of such occurrence and the Lessee's obligations under the Lease shall terminate on the last day of the fiscal period for which appropriations have been received or made without penalty or expense to Lessee, except as to (i) the portions of Rent for which funds shall have been budgeted and appropriated or are otherwise available and (ii) Lessee's other obligations and liabilities under the Lease relating to the period, or accruing or arising, prior to such termination. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor on the date of such termination in the manner set forth in the Lease and Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Notwithstanding the foregoing, Lessee agrees (i) that it will not cancel the Lease and the Lease shall not terminate under the provisions of this section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment or other equipment or services performing functions similar to the functions of the Equipment for the fiscal period in which such termination would have otherwise occurred or for the next succeeding fiscal period, and (ii) that it will not during the Lease term give priority in the application of funds to any other functionally similar equipment or to services performing functions similar to the functions of the Equipment. This section is not intended to permit Lessee to terminate the Lease in order to purchase, lease, rent or otherwise acquire the use of any other equipment or services performing functions similar to the functions of the Equipment, and if the Lease terminates pursuant to this section, Lessee agrees that prior to the end of the fiscal period immediately following the fiscal period in which such termination occurs, it will not so purchase, lease, rent or otherwise acquire the use of any such other equipment or services.

20. Binding Effect; Successors and Assigns. This lease and each Equipment Schedule and rider hereto shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective successors and permitted assigns. All agreements and representations of Lessee contained in this Lease or in any document delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Lease and the expiration or other termination of this Lease.

21. Notices. Any notice, request or other communication to either party by the other shall be given in writing and shall be deemed received only upon the earlier of receipt or three days after mailing if mailed postage prepaid by regular mail to Lessor or Lessee, as the case may be, at the address for such party set forth in this agreement or at such changed address as may be subsequently submitted by written notice of either party.

22. Governing Law. This Lease and each Equipment Schedule and rider hereto shall be governed by and construed in accordance with the laws of the State where Lessee's principal administrative offices are located without giving effect to the conflicts of laws principles of such state.

23. Severability. In the event any one or more of the provisions of this Lease or any Equipment Schedule or rider hereto shall for any reason be prohibited or unenforceable in any jurisdiction, any such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

24. Signed Counterparts. The parties agree that this Lease may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Lease by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Lease. Notwithstanding any other provision of this Lease, the sole original of this Lease shall be the Lease bearing the stamped or manually executed signature of the Lessor. The Lessee, by making any payment required under this Lease ratifies all of the terms of this Lease/Agreement.

25. Article 2A. To the fullest extent permitted by applicable law, Lessee waives any and all rights and remedies conferred by Sections 2A-508 through 2A-522 of Article 2A of the Uniform Commercial Code in effect in the state designated in Section 26 below, except to the extent that such right or remedy is expressly granted to Lessee herein.

26. Status of Limitations. Any action by Lessee against Lessor or Dealer for any breach or default under this Lease must be commenced within one year after the cause of action accrues.

27. Entire Agreement. This Lease and all Equipment Schedules and riders hereto constitute the entire agreement between Lessor and Lessee with respect to the subject matter hereof, and there are no agreements, representations, warranties, or understandings with respect to such subject matter except as expressly set forth herein and therein. No alternation or modification of this Lease or any Equipment Schedule or rider hereto shall be effective unless it is in writing and signed by Lessor and Lessee.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed on the date first above written.

SAMPLE NAME

YAMAHA MOTOR CORPORATION, U.S.A. as Lessor

as Lessee

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: Vice President

EXHIBIT A**EQUIPMENT SCHEDULE # 5555555****Dated 01/01/2013**

1. This Schedule covers the following property ("Equipment"):
XX MODEL GOLF CARS
2. Location of Equipment:
BUSINESS LOCATION NAME
STREET ADDRESS
CYPRESS, CA 90630
3. The Lease term for the Equipment described herein shall commence on January 01, 2013 and shall consist of 60 months from the first day of the month following said date.

4. Rental payments on the Equipment shall be in the following amounts, payable on the following schedule:
60 MONTHLY PAYMENTS IN THE AMOUNT OF \$1.00 (APPLICABLE TAXES TO BE BILLED).
STARTING JANUARY 2013 AND ENDING DECEMBER 2017. DUE THE 1ST DAY OF
THE MONTH AS FOLLOWS:

| | | | | |
|---------------|---------------|---------------|---------------|---------------|
| Jan-13 \$1.00 | Jan-14 \$1.00 | Jan-15 \$1.00 | Jan-16 \$1.00 | Jan-17 \$1.00 |
| Feb-13 \$1.00 | Feb-14 \$1.00 | Feb-15 \$1.00 | Feb-16 \$1.00 | Feb-17 \$1.00 |
| Mar-13 \$1.00 | Mar-14 \$1.00 | Mar-15 \$1.00 | Mar-16 \$1.00 | Mar-17 \$1.00 |
| Apr-13 \$1.00 | Apr-14 \$1.00 | Apr-15 \$1.00 | Apr-16 \$1.00 | Apr-17 \$1.00 |
| May-13 \$1.00 | May-14 \$1.00 | May-15 \$1.00 | May-16 \$1.00 | May-17 \$1.00 |
| Jun-13 \$1.00 | Jun-14 \$1.00 | Jun-15 \$1.00 | Jun-16 \$1.00 | Jun-17 \$1.00 |
| Jul-13 \$1.00 | Jul-14 \$1.00 | Jul-15 \$1.00 | Jul-16 \$1.00 | Jul-17 \$1.00 |
| Aug-13 \$1.00 | Aug-14 \$1.00 | Aug-15 \$1.00 | Aug-16 \$1.00 | Aug-17 \$1.00 |
| Sep-13 \$1.00 | Sep-14 \$1.00 | Sep-15 \$1.00 | Sep-16 \$1.00 | Sep-17 \$1.00 |
| Oct-13 \$1.00 | Oct-14 \$1.00 | Oct-15 \$1.00 | Oct-16 \$1.00 | Oct-17 \$1.00 |
| Nov-13 \$1.00 | Nov-14 \$1.00 | Nov-15 \$1.00 | Nov-16 \$1.00 | Nov-17 \$1.00 |
| Dec-13 \$1.00 | Dec-14 \$1.00 | Dec-15 \$1.00 | Dec-16 \$1.00 | Dec-17 \$1.00 |

5. Interest Factor: X.XXX %

6. Other Terms:

Lessee agrees to reimburse Lessor, who shall pay any assessed property taxes due on the equipment leased pursuant to Section 12 of the Master Lease Agreement.

Yamaha is not obligated to perform or provide any service, under any circumstances under the terms of the lease agreement. Service is the responsibility of the Lessee. Failure by Lessee to maintain or service the equipment consistent with the terms of the Master Lease Agreement shall not relieve Lessee of the responsibilities under the Master Lease Agreement.

Signed Counterparts: The parties agree that this Lease may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Lease by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Lease. Notwithstanding any other provision of this Lease, the sole original of this Lease shall be the Lease bearing the manually executed signature of the Lessor. The Lessee, by making any payment required under this Lease ratifies all of the terms of this Lease/Agreement.

This Equipment Schedule is issued pursuant to the Master Lease dated, January 01, 2013 (the "Lease"). All of the terms and conditions, representations and warranties of the Lease are hereby incorporated herein and made a part hereof as if they were expressly set forth in this Equipment Schedule and this Equipment Schedule constitutes a separate lease with respect to the Equipment described herein.

LESSEE: SAMPLE NAME

LESSOR: YAMAHA MOTOR CORPORATION, U.S.A.

By : _____
Signature

By : _____

Name: _____
Type or Print

Name: _____

Title: _____

Title: Vice President

CERTIFICATE OF ACCEPTANCE

This certificate is executed pursuant to Equipment Schedule No. 5555555
 dated January 01, 2013 to the Master Lease Agreement dated
January 01, 2013 between Yamaha Motor Corporation, U.S.A.
 (the "Lessor") and SAMPLE NAME
 (the "Lessee").

The Lessee hereby certifies that the Equipment set forth below, as also described in the above Equipment Schedule, has been delivered and accepted by the Lessee on the Commencement Date shown below.

| QUANTITY | EQUIPMENT TYPE/MODEL | SERIAL NUMBER | NEW/USED | LOCATION |
|--------------------|-------------------------|-------------------|----------|---|
| XX MODEL GOLF CARS | | See Attachment | NEW | BUSINESS LOCATION NAME STREET ADDRESS CYPRESS, CA 90630 |

ADDITIONAL CONDITIONS/SPECIAL TERMS:

Please return this certificate as your acknowledgment of the above Commencement Date and acceptability of the Equipment.

SAMPLE NAME

as Lessee

By: _____

Name: _____

Title: _____

YAMAHA MOTOR CORPORATION, U.S.A.

COMMERCIAL CUSTOMER FINANCE
 6555 Katella Avenue, Cypress, CA 90630
 (800) 551-2994, Fax (714) 761-7363
 E-MAIL: Donna_Hennessy@yamaha-motor.com

NAME OF INSURANCE AGENT:

January 1, 2013

ADDRESS:

Please Reference our Quote# 5555555

PHONE:

FAX:

RE: BUSINESS LOCATION NAME

(Customer) Account #

The Customer has leased or will be leasing equipment from Yamaha.

The Customer is required to provide Yamaha with the following insurance coverage:

"All Risk" Property Insurance covering the property owned by or in which Yamaha has a security interest, in an amount not less than the full replacement cost of the property, with Yamaha named as **LOSS PAYEE**.

Public Liability Insurance naming Yamaha as an **ADDITIONAL INSURED** with the proceeds to be payable first on the behalf of Yamaha to the extent of its liability, if any. The amount of the Public Liability Insurance shall **not be less than \$1,000,000.00** combined single limit.

Each policy shall provide that: (i) Yamaha will be given not less than thirty (30) days prior written notice of cancellation or non-renewal, (ii) it is primary insurance and any other insurance covering Yamaha shall be secondary or excess of the policy and (iii) in no event shall the policy be invalidated as against Yamaha or its assigns for any violation of any term of the policy or the Customer's application therefore.

A Certificate evidencing such coverage should be mailed to Yamaha at the following address.

Yamaha Motor Corporation, U.S.A.
 Attn: Commercial Customer Finance
 6555 Katella Ave
 Cypress, CA 90630

Your Prompt attention will be appreciated.

Very Truly Yours,

Equipment Covered:

XX MODEL NEW OR USED GOLF CARS

SAMPLE NAME

(Name of Debtor/Lessee)

Equipment Location:

STREET ADDRESS

CYPRESS, CA 90630

By:

(Signature of Authorized Officer)

Title:

UNIFORM SALES & USE TAX CERTIFICATE—MULTIJURISDICTION

The below-listed states have indicated that this form of certificate is acceptable, subject to the notes on pages 2 - 4. The issuer and the recipient have the responsibility of determining the proper use of this certificate under applicable laws in each state, as these may change from time to time.

Issued to Seller: **YAMAHA MOTOR CORPORATION, U.S.A.**

Address: **6555 KATELLA AVENUE CYPRESS, CA 90630**

I certify that:

is engaged as a registered

| | |
|-----------------------------|---------------------------|
| Name of Firm (Buyer): _____ | Wholesaler _____ |
| Address _____ | Retailer _____ |
| _____ | Manufacturer _____ |
| _____ | Seller (California) _____ |
| _____ | Lessor (see notes _____ |
| _____ | on pages 2 - 4) _____ |
| _____ | Other (Specify) _____ |

and is registered with the below listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, ingredients or components of a new product or service¹ to be resold, leased, or rented in the normal course of business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) the following:

Description of Business: _____

General description of tangible property or taxable services to be purchased from the seller: _____

| State | State Registration, Seller's Permit, or ID Number of Purchaser | State | State Registration, Seller's Permit, or ID Number of Purchaser |
|-------------------|--|--------------------|--|
| AL ² | _____ | MO ¹³ | _____ |
| AR | _____ | NE ¹⁴ | _____ |
| AZ ²² | _____ | NV | _____ |
| CA ¹ | _____ | NJ | _____ |
| CO | _____ | NM ^{1,15} | _____ |
| CT ⁴ | _____ | NC ²⁵ | _____ |
| DC ⁵ | _____ | ND | _____ |
| FL ²³ | _____ | OH ²⁶ | _____ |
| GA ⁶ | _____ | OK ¹⁶ | _____ |
| HI ^{1,7} | _____ | PA ²⁷ | _____ |
| ID ^{1,8} | _____ | RI ¹⁷ | _____ |
| IL | _____ | SC | _____ |
| IA | _____ | SD ¹⁸ | _____ |
| KS | _____ | TN | _____ |
| KY ²⁴ | _____ | TX ¹⁹ | _____ |
| ME ⁹ | _____ | UT | _____ |
| MD ¹⁰ | _____ | VT | _____ |
| MI ¹¹ | _____ | WA ²⁰ | _____ |
| MN ¹² | _____ | WI ²¹ | _____ |

I further certify that if any property or service so purchased tax free is used or consumed by the firm as to make it subject to a Sales or Use Tax we will pay the tax due directly to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be a part of each order which we may hereafter give to you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature: _____
(Owner, Partner or Corporate Officer)

Title: _____

Date: _____



PLEASE SEND YOUR PAYMENTS TO:

YAMAHA MOTOR CORP., U.S.A.
3362 Momentum Place
Chicago, IL 60689-5333

INVOICE NUMBER: MAN 5555555*Date Prepared: 01/1/2013*

SAMPLE NAME
XXXX STREET
XXXXXX CITY, CA 90630

| Due Date | Quote No | Description | Amount Due |
|-----------|----------|---|------------|
| | 5555555 | XX MODEL GOLF CARS Cars located at: BUSINESS LOCATION NAME | for Lease |
| 01/1/2013 | | Payment | \$1.00 |
| | | Payment Tax | \$0.00 |

YOUR ACCOUNT BALANCE IS -----

\$1.00

Please return the bottom portion with your remittance. Include the lease number on your check. FOR BILLING QUESTIONS, CALL YAMAHA Commercial Customer Finance AT 1-800-551-2994.



PLEASE SEND YOUR PAYMENTS TO:

YAMAHA MOTOR CORP., U.S.A.
3362 Momentum Place
Chicago, IL 60689-5333

INVOICE NUMBER MAN 5555555*Date Prepared: 01/1/2013*

Payment for:

SAMPLE NAME
XXXX STREET
XXXXXX CITY, CA 90630

5555555
Quote Number

\$ _____
Amount Paid

Date Paid

Check Number

Index #11

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE _____

**AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON,
 ESTABLISHING A BIENNIAL BUDGET PROCESS; PROVIDING FOR
 SEVERABILITY; AND EFFECTIVE DATE.**

WHEREAS, the Washington State Legislature has provided that any city legislative body may by ordinance elect to have a two year biennial budget in lieu of the annual budget which is otherwise provided for; and

WHEREAS, the provisions of RCW Chapter 35A. 34 require that an ordinance establishing the two year fiscal biennium budget must be adopted no later than June 30 2014 in order to be effective January 1, 2015; and

WHEREAS, the City wishes to establish an initial biennial budget with two one year budgets and for all subsequent bienniums, one biennial budget covering a two year period; and

WHEREAS, biennial budgeting will provide an opportunity to streamline government services through better long range and strategic financial planning, provide a longer perspective on program planning, and will promote consolidation of the effort invested in the budget development and approval process, thereby improving services to the citizens of Marysville;

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

Section 1. Establishment of biennial budget.

Pursuant to Chapter 35A.34 RCW, beginning with the biennium starting January 1, 2015 there is hereby established a biennial budget, with two one-year budgets. Beginning with the biennium starting January 1, 2017 and all subsequent bienniums there shall be one budget covering a two year period for the City of Marysville.. The 2015-2016 Biennial Budget and all subsequent budgets shall be prepared, considered, and adopted pursuant to the provisions of this ordinance and Chapter 35A.34 RCW. .

Section 2. Budget process.

Pursuant to RCW 35A.34.130, the City Council hereby provides for a mid-biennial review and modification of the biennial budget; no sooner than eight months after the start of the first year of the fiscal biennium, nor later than the conclusion of the first year of the biennium. The Mayor shall prepare a proposed budget or budget modification and shall provide for publication of notice of hearings consistent with publication of notices for adoption of other City ordinances. Such proposal shall be filed with the City Clerk and be submitted to the City Council and shall be a public record and be available to the public. A public hearing shall be advertised at least once and shall be held no later than the first regular Council meeting in December and may be

continued from time to time. At such a hearing or thereafter, the Council may consider a proposed ordinance to carry out such budget or modifications. Such ordinance shall be subject to other provisions of Chapter 35A.34 RCW.

Section 3. Prior Acts

Acts pursuant to this ordinance, but prior to its passage or effective date, are hereby ratified and confirmed.

Section 4. References to “budget” or “annual budget.”

All references to “budget” or “annual budget” contained in the Marysville Municipal Code or in the ordinances of the City of Marysville shall be interpreted as referring to the “biennial budget.”

Section 5. 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 6. 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 Weed, City Attorney

Date of Publication: _____

Effective Date (5 days after publication): _____

Index #12

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: April 28, 2014

| | | |
|--|---------------------------------|-----|
| AGENDA ITEM: I-502 Recreational Marijuana - PC Recommendation and Development Standards | AGENDA SECTION: New Business | |
| PREPARED BY: Chris Holland, Planning Manager | APPROVED BY: | |
| ATTACHMENTS: 1. Ordinance – Prohibiting the Production, Growth, Manufacturing, Processing, Accepting of Donations, Giving Away or Selling of Recreational Marijuana or Marijuana Infused Products 2. I-502 Committee Meeting Minutes (11.05.13, 11.19.13) 3. PC Public Meeting Minutes (11.26.13) 4. PC Public Hearing Minutes (01.14.14) 5. PC Public Meeting Minutes (02.25.14, 03.11.14, 03.25.14) 6. I-502 Development Standards 7. Retail Boundary Alternatives Maps 8. 1,000' Buffer Map | | |
| | MAYOR | CAO |
| BUDGET CODE: | AMOUNT: | |

DESCRIPTION:

On November 26, 2013 the Planning Commission (PC) held a public workshop to discuss recreational marijuana development standards and alternatives presented by the I-502 Committee. On January 14, 2014 the PC held a public hearing to discuss recreational marijuana development standards and the alternatives presented by the I-502 committee, and to consider public testimony. At the public hearing the PC unanimously recommended prohibiting marijuana facilities within the City.

Several House Bills related to recreational marijuana were being considered by the State Legislature this session. House Bill 2322, if approved, would have prohibited cities from impeding the creation or operation of commercial marijuana facilities. The Legislature did not take action on HB 2322. However, based on the potential of HB 2322 being passed by the Legislature, the PC reviewed and considered recreational marijuana development standards at public meetings held on February 25, 2014, March 11, 2014 and March 25, 2014.

The PC is still recommending City Council prohibit marijuana facilities, however, if the Legislature were to adopt regulations prohibiting cities from impeding the creation or operation of commercial marijuana facilities the PC recommends City Council hold a public hearing and consider adopting the attached recreational marijuana development standards.

RECOMMENDED ACTION:

1. Approve the ordinance prohibiting the production, growth, manufacturing, processing, accepting of donations, giving away or selling of recreational marijuana or marijuana infused products.
2. Schedule a public hearing to consider adoption of recreational marijuana development standards.

COUNCIL ACTION:

CITY OF MARYSVILLE
Marysville, Washington
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, AMENDING PORTIONS OF THE MARYSVILLE MUNICIPAL CODE (MMC) SECTION 22A.020.040 ENTITLED “C” DEFINITIONS; SECTION 22A.020.140 ENTITLED “M” DEFINITIONS; SECTION 22A.020.190 ENTITLED “R” DEFINITIONS; SECTION 22A.020.220 ENTITLED “U” DEFINITIONS; SECTION 22C.010.060 TABLE ENTITLED “PERMITTED USES” ADDING NEW PROVISIONS TO THE TABLE; SECTION 22C.010.070 ENTITLED “PERMITTED USES-DEVELOPMENT CONDITIONS” TO ADD A NEW FOOTNOTE (48); SECTION 22C.020.060 TABLE ENTITLED “PERMITTED USES” ADDING NEW PROVISIONS TO THE TABLE; SECTION 22C.020.070 ENTITLED “PERMITTED USES-DEVELOPMENT CONDITIONS TO ADD A NEW FOOTNOTE (69) - RELATING TO PROHIBITING THE PRODUCTION, GROWTH, MANUFACTURING, PROCESSING, ACCEPTING OF DONATIONS, GIVING AWAY OR SELLING OF RECREATIONAL MARIJUANA OR MARIJUANA INFUSED PRODUCTS WITHIN THE CITY; TERMINATING THE EFFECTIVENESS OF MARYSVILLE ORDINANCE NO 2936 UPON THIS ORDINANCE BECOMING EFFECTIVE; PROVIDING FOR SEVERABILITY AND ESTABLISHING AND EFFECTIVE DATE.

WHEREAS, since 1970, federal law has prohibited the manufacture, delivery and possession of marijuana as a Schedule I drug, based on the federal government’s categorization of marijuana as having a “high potential for abuse, lack of any accepted medical use, and absence of any accepted safety for use in medically supervised treatment.” *Gonzales v. Raich*, 545 U.S. 1, 14 (2005), Controlled Substance Act (CSA), 84 Stat. 1242, 21 U.S.C. 801 et seq; and

WHEREAS, MMC Section 5.02.080 prevents the City from issuing business licenses to any person “who uses or occupies or proposes to use or occupy any real property or otherwise conducts or proposes to conduct any business in violation of the provisions of any ordinance of the city or the statutes of the state of Washington or any other applicable law or regulation. The granting of a business license shall not authorize any person to engage in any activity prohibited by a federal, state or local law or regulation.” and

WHEREAS, MMC 5. 02.110 (2) (c) grants the City Hearing Examiner authority to revoke any city business license whenever the licensee or any manager, officer, director, agent or employee of the licensee knowingly permits conduct on the licensed premises that violates any federal, state or city law or ordinance; and

WHEREAS, MMC 22A.010.040 (3) requires all land uses within the City to comply with all applicable federal, state, regional and city laws; and

WHEREAS, because all manufacturing and delivery of marijuana is strictly illegal under federal law, MMC Sections 5.02.080, 5.02.110 and 22A.010.040 (3), effectively prohibit any business operation or land use that involves manufacturing or delivering marijuana; and

WHEREAS, the City Council finds that there are likely harmful secondary effects associated with marijuana production, processing, distribution and retail sales which include but are not limited to the increased risk of invasion of marijuana business facilities for purposes of theft, burglary, and robbery resulting from the cash and marijuana maintained on production, processing, distribution and retail sales sites; and

WHEREAS, in addition to concerns regarding land use compatibility, the City Council is also concerned about secondary impacts from the establishment of facilities for the growth, production, and processing of marijuana including, but not limited to, negative health, safety, learning and life outcomes for the residents of the City of Marysville; and

WHEREAS, Marijuana use is on the rise. According to the U.S. Department of Health and Human Services 2012 National Survey on Drug Use and Health (NSDUH), 12-to-17 year old marijuana use for boys and girls combined was relatively unchanged since 2011, but there was a 20 percent increase in marijuana smoking among girls aged 12-17 since 2007, a 50 percent increase in the number of daily marijuana smokers among those aged 12 and up, a 12 percent increase in marijuana use among 18-25 year olds since 2007, and a 25 percent increase in marijuana use among the general population. (Substance Abuse and Mental Health Services Administration, Results from the 2012 National Survey on Drug Use and Health: Summary of

National Findings, NSDUH Series H-46, HHS Publication No. (SMA) 13-4795. Rockville, MD: Substance Abuse and Mental Health Services Administration, 2013).

WHEREAS, increased access and availability of supply through storefront/dispensaries will increase the use of marijuana in the City of Marysville:

1. There has been an increase in drug-related referrals for high school students testing positive for marijuana following de facto legalization in Colorado and the expansion of accessible retail marijuana storefronts/dispensaries and the accompanying growth in the marijuana market. During 2007-2009, an average of 5.6 students tested positive for marijuana. During 2010-2012, the average number of students who tested positive for marijuana increased to 17.3 students per year. In 2007, tests positive for marijuana made up 33 percent of the total drug screenings; by 2012 that number increased to 57 percent. A member of the Colorado Taskforce charged to regulate marijuana who also works for a drug testing company commented to the press that: "A typical kid (is) between 50 and 100 nanograms. Now we're seeing these up in the over 500, 700, 800, climbing." (Rocky Mountain HIDTA. (August 2013). The Legalization of Marijuana in Colorado: The Impact, Preliminary Report (volume 1); See Conspire! Drug Testing Results and "Drug Testing Company Sees Spike in Children Using Marijuana" found at <http://denver.cbslocal.com/2013/03/06/drug-testing-company-sees-spike-in-childrenusing-marijuana/>);

2. In Colorado during the expansion period for marijuana storefronts/dispensaries, though traffic fatalities fell 16 percent between 2006 and 2011 (consistent with national trends), fatalities involving drivers testing positive for marijuana rose 112 percent. (Colorado Department of Transportation Drugged Driving Statistics 2006-2011, Retrieved: <http://www.coloradodot.info/programs/alcohol-and-impaired-driving/druggeddriving/drugged-drivingstatistics.html>).

WHEREAS, increased use of marijuana resulting from increased access and availability of supply through storefront/dispensaries will have significant negative health, safety, learning and life outcome effects for the residents of the City of Marysville.

1. Scientists from the American Medical Association, American Academy of Pediatrics, American Psychological Association, and American Society of Addiction Medicine state that marijuana use is harmful for young people. (American Medical Association. (2009). Report 3 on the Council of Science and Public Health: Use of Cannabis for Medicinal Purposes; Joffe, E. & Yancy, W.S. (2004). Legalization of Marijuana: Potential impact on youth. *Pediatrics: Official Journal of the American Academy of Pediatrics*, 113(6); American Psychological Association. (2009). Position Statement on Adolescent Substance Abuse; California Society of Addiction Medicine. (2009). Impact of Marijuana on Children and Adolescents; American Society of Addiction Medicine Statement Retrieved here: <http://www.asam.org/advocacy/find-a-policystatement/view-policy-statement/public-policy-statements/2012/07/30/state-level-proposals-to-legalizemarijuana>);

2. According to the National Institutes of Health, one out of every six adolescents who use marijuana will become addicted. (Anthony, J.C., Warner, L.A., Kessler, R.C. (1994). Comparative epidemiology of dependence on tobacco, alcohol, controlled substances, and inhalants: Basic findings from the National Comorbidity Survey. *Experiential and Clinical Psychopharmacology*, 2);

3. There are approximately 400,000 emergency room admissions for marijuana every year – related to acute panic attacks and psychotic episodes. (Substance Abuse and Mental Health Services Administration, Center for Behavioral Health Statistics and Quality. (2011). Drug abuse warning network, 2008: National estimates of drug-related emergency department visits. HHS Publication No. SMA 11-4618. Rockville, MD);

4. Marijuana is the most cited drug for teens entering treatment. (Substance Abuse and Mental Health Services Administration, Center for Behavioral Health Statistics and Quality. Treatment Episode Data Set (TEDS): 2000-2010. National Admissions to Substance Abuse Treatment Services. DASIS Series S-61, HHS Publication No. (SMA) 12-4701. Rockville, MD: Substance Abuse and Mental Health Services Administration, 2012);

5. Marijuana use, especially among young people, is significantly associated with reduction in IQ. (See Meier, M.H.; Caspi, A.; Ambler, A.; Harrington, H.; Houts, R.; Keefe, R.S.E.; McDonald, K.; Ward, A.; Poulton, R.; and Moffitt, T. Persistent cannabis

users show neuropsychological decline from childhood to midlife. *Proceedings of the National Academy of Sciences* 109(40):E2657-E2664, 2012. Also Moffitt, T.E.; Meier, M.H.; Caspi, A.; and Poulton, R. Reply to Rogeberg and Daly: No evidence that socioeconomic status or personality differences confound the association between cannabis use and IQ decline. *Proceeding of the National Academy of Sciences* 110(11): E980-E982, 2013);

6. Marijuana use, especially among young people, is significantly associated with mental illness. (See for example: Andréasson S., et al. (1987). Cannabis and Schizophrenia: A longitudinal study of Swedish conscripts. *Lancet*, (8574); Moore, T.H., et al. (2007). Cannabis use and risk of psychotic or affective mental health outcomes: a systematic review. *Lancet*, 370(9584); Large M., et al. (2011). Cannabis Use and Earlier Onset of Psychosis: A Systematic Meta-analysis. *Archives of General Psychiatry*, 68(6); Harley, M., et al. (2010). Cannabis use and childhood trauma interact additively to increase risk of psychotic symptoms in adolescences. *Psychological Medicine*, 40(10); Lynch, M.J., et al. (2012). The Cannabis- Psychosis Link. *Psychiatric Times*);

7. Marijuana use, especially among young people, is significantly associated with poor learning outcomes. (Yucel, M., et al. (2008). Regional brain abnormalities associated with long-term heavy cannabis use. *Archives of General Psychiatry*, 65(6));

8. Marijuana use, especially among young people, is significantly associated with lung damage. See for example: American Lung Association. (2012, November 27). Health Hazards of Smoking Marijuana. Retrieved from: <http://www.lung.org/stop-smoking/about-smoking/health-effects/marijuanasmoke.html>; Tashkin, D.P., et al. (2002). Respiratory and immunologic consequences of smoking marijuana. *Journal of Clinical Pharmacology*, 4(11); Moore, B.A., et al. (2005). Respiratory effects of marijuana and tobacco use in a U.S. sample. *Journal of General Internal Medicine*, 20(1); Tetrault, J.M., et al. (2007). Effects of marijuana smoking on pulmonary structure, function and symptoms. *Thorax*, 62(12); Tan, W.C., et al. (2009). Marijuana and chronic obstructive lung disease);

9. Marijuana use, especially among young people, is significantly associated with addiction. (See for example: Anthony, J.C., Warner, L.A., Kessler, R.C. (1994). Comparative epidemiology of dependence on tobacco, alcohol, controlled substances,

and inhalants: Basic findings from the National Comorbidity Survey. *Experiential and Clinical Psychopharmacology*, 2; Budney, A.J., et al. (2008). Comparison of cannabis and tobacco withdrawal: Severity and contributions to relapse. *Journal of Substance Abuse Treatment*, 35(4); Tanda, G., et al. (2003). Cannabinoids: Reward, dependence, and underlying neurochemical mechanisms – A recent preclinical data. *Psychopharmacology*, 169(2));

10. Drivers who test positive for marijuana or self-report using marijuana are more than twice as likely as other drivers to be involved in motor vehicle crashes. (Mu-Chen Li, Joanne E. Brady, Charles J. DiMaggio, Arielle R. Lusardi, Keane Y. Tzong, and Guohua Li. (2011). "Marijuana Use and Motor Vehicle Crashes." *Epidemiologic Reviews*); and

WHEREAS, creating barriers to the use of marijuana is an important tool for promoting public health. Due to federal, state and local efforts to control the distribution of marijuana, its use is lower than the use of legal drugs. About 52 percent of Americans regularly drink, 27 percent use tobacco products, and yet only 8 percent currently use marijuana. (Substance Abuse and Mental Health Services Administration, Results from the 2012 National Survey on Drug Use and Health: Summary of National Findings, NSDUH Series H-46, HHS Publication No. (SMA) 13-4795. Rockville, MD: Substance Abuse and Mental Health Services Administration, 2013).

WHEREAS, such secondary effects could unnecessarily place Marysville residents and others in danger of bodily harm, increase police enforcement risks and costs, and generally create undesirable liability exposure for the City; and

WHEREAS, in November 2012, Washington voters passed Initiative Measure No. 502, which has since been codified within Chapters 46.04, 46.20, 46.61, and 69.50 of the Revised Code of Washington;

WHEREAS, Initiative Measure No. 502 contemplates a system by which the State Liquor Control Board will issue licenses to marijuana producers, processors, and retailers; and

WHEREAS, Initiative Measure No. 502 directs the State Liquor Control Board to develop rules and regulations to:

1. Determine the number of producers, processors and retailers of marijuana by county;
2. Develop licensing and other regulatory measures;
3. Issue licenses to producers, processors, and retailers at locations which comply with the Initiative's distancing requirements prohibiting such uses within one thousand feet of schools, day cares, public parks, libraries, and other designated facilities; and
4. Establish a process for cities to comment prior to the issuance of such licenses; and

WHEREAS, the State Liquor Control Board adopted marijuana licensing rules and accepted license applications between November 18, 2013 and December 20, 2013; and

WHEREAS, because any production, processing, distribution or retail sales of marijuana remain strictly illegal under federal law, Initiative Measure No. 502's licensing scheme may be legally preempted by the federal CSA; and

WHEREAS, issuance of licenses that authorize businesses to engage in business activities that violate the federal CSA, could subject the City and/or its employees to criminal penalties under the federal CSA; and

WHEREAS, even the Governor's veto of ESSB 5073 referenced the position of the United States Department of Justice and multiple United States Attorneys that state employees who license or assist marijuana operations in becoming licensed would not be immune from federal criminal liability for assisting the applicants or conspiring to assist the applicants violate federal law; and

WHEREAS, while the United States Department of Justice ("DOJ") issued a letter on August 29, 2013, indicating that enforcement of marijuana related regulations in Washington should primarily rest with state and local law enforcement agencies, the DOJ also stated that if robust measures were ineffective to guard against certain identified harms or in the event of reluctance on the part of the state to ensure against the occurrence of identified harms, the federal government reserved the right to enforce federal laws despite the state's regulatory structure, and to challenge the state licensing structure itself. In a letter dated August 30, 2013, and in response

to the letter from the DOJ, the National Sheriff's Association, the International Association of Chiefs of Police, the National Narcotic Officers Associations' Coalition, the Major Cities Chiefs Police Association, and the Association of State Criminal Investigative Agencies expressed extreme disappointment in the position of the DOJ; and

WHEREAS, On January 16, 2013 , the Washington State Attorney General's Office issued a formal opinion concluding that Initiative 502 does not preempt counties, cities, and towns from banning recreational marijuana businesses – producers, processors, and retailers – within their jurisdictions. The opinion states:

“Under Washington law, there is a strong presumption against finding that state law preempts local ordinances. Although Initiative 502 establishes a licensing and regulatory system for marijuana producers, processors, and retailers in Washington State, it includes no clear indication that it was intended to preempt local authority to regulate such businesses. We therefore conclude that I-502 left in place the normal powers of local governments to regulate within their jurisdictions.”

WHEREAS, Initiative Measure No. 502 does not curtail cities' legal authority to regulate business licenses and land uses within the City. Further, , the State Liquor Control Board's licensing rules do not include any process for determining whether state license applicants' proposed uses comply with local zoning or business license requirements; and

WHEREAS, as a result of the current rules' silence as to local zoning and business license requirements, there is a risk that businesses will obtain state licenses to engage in marijuana related businesses within the City of Marysville without regard for whether such businesses comply with City zoning and business licenses requirements; and

WHEREAS, although the City's zoning and business license requirements will continue to apply regardless of the existence of the state issued license, the conflicting state licenses could cause confusion and unnecessary expense if the City's laws do not explicitly address marijuana uses; and

WHEREAS, for the City to permit and/or license marijuana businesses to operate within the City while such activities violate federal law, the City would need to amend the Municipal Code in order to allow licensing and permitting of activities that violate federal law; and

WHEREAS, issuance of a City license or permit authorizing activities that violate the federal CSA could be deemed by the federal government to be violations of the federal CSA and potentially subject the City and/or its employees to liability, arrest, and/or federal prosecution; and

WHEREAS, On September 9, 2013 , the City Council passed Ordinance 2936 establishing a moratorium on acceptance and processing of applications or approvals for building and land use permits and/or business licenses associated with marijuana businesses/activities, including but not limited to, marijuana production, processing and distribution within the City of Marysville to allow time for City staff to work with a specially appointed committee and the Marysville Planning Commission in a public process to prepare amendments to the development code relative to the City's approach to regulating marijuana-based businesses; and

WHEREAS, in 2005, in *Gonzales v. Raich*, 545 U.S. 1 (2005), the United States Supreme Court determined that intrastate regulation of marijuana by the federal government is a valid exercise of the power of Congress and that in the event of a conflict between a state law that permits marijuana production, processing, distribution and possession and the federal CSA, the federal CSA will be deemed supreme. Therefore, it is unlikely that a court will determine that a state law can require a city to permit a land use or license a business that constitutes a federal crime under the federal CSA; and

WHEREAS, as a non-charter code city, Marysville has specific authority to determine the appropriate uses of land through its zoning authority. Initiative Measure No. 502 contained no language specifically limiting the authority of cities to determine whether to permit marijuana land uses within city boundaries. In addition, the Liquor Control Board rules provide that the issuance of a state license shall not be construed as a license for, or an approval of, any violations

of local rules or ordinances including, but not limited to, building and fire codes, zoning ordinances, and business licensing requirements; and

WHEREAS, the production, processing, and retail sale of marijuana, which remains illegal under federal law, has only recently become a permitted activity under Washington state law. Colorado is the only other state that permits the retail production, processing and sale of marijuana. Thus, the land use impacts associated with state licensed production, processing and retail sale of marijuana have not been established and are not understood. However, medical marijuana businesses in this state and others have commonly been associated with increased crime, objectionable odors, and increased exposure to marijuana by children; and

WHEREAS, on March 31, 2014 Division I of the Washington State Court of Appeals issued a published opinion in the case of Cannabis Action Coalition v. City of Kent No. 7039-0-I which addressed the City of Kent's authority to ban medical marijuana collective gardens through enactment of zoning regulations, and

WHEREAS, while the above referenced decision by the State Court of Appeals may still be reconsidered or appealed, at the time of adoption of this ordinance, the Court has ruled in favor of Kent, has declared that the plain language of ESSSB 5073, the medical marijuana statute, does not legalize medical marijuana or collective gardens and upheld Kent's zoning authority to ban collective gardens and found that the State Medical Use of Cannabis Act, Chapter 69.51A RCW does not pre-empt cities from enacting zoning ordinances to regulate or exclude collective gardens, and in fact expressly authorizes such regulations or exclusionary zoning; and

WHEREAS, it is unknown whether the state of Washington's regulatory scheme for recreational marijuana will sufficiently protect the federal government's enforcement priorities so as to continue avoiding federal enforcement of the federal CSA against marijuana businesses and/or the state's regulatory scheme; and

WHEREAS, the City of Marysville is primarily residential in character, with a focus on creating pedestrian and child friendly areas in which businesses locate. With the land use impacts of allowing marijuana land uses largely unknown, it is not in the best interest of the City to allow marijuana businesses that could potentially disrupt the City's character and serve as a nuisance to City residents; and

WHEREAS, although MMC Sections 5.02.080, 5.02.110 and 22A.010.040 (3) effectively prohibit any business operation or land use that involves manufacturing or delivering marijuana, to avoid any room for differing interpretations, it is in the best interest of the City to explicitly prohibit all marijuana related land uses and businesses within the City; and

WHEREAS, the City Council is charged with the responsibility of amending Marysville Municipal Code (MMC) land use and development regulations as set forth in RCW Chapter 35A.63 and MMC Title 22 entitled "UNIFIED DEVELOPMENT CODE" (MMC Title 22A-22J); and

WHEREAS, the Growth Management Act, RCW Chapter 36.70A (GMA), specifically RCW 36.70A.040 and RCW 36.70A.120, requires the City to adopt development and zoning regulations to implement the City's Comprehensive Plan; and

WHEREAS, the City Council, Planning Commission and City staff have the authority under MMC Title 22 to initiate amendments to MMC Title 22 (MMC Title 22A-22J); and

WHEREAS, the proposed amendment is subject to the provisions of the State Environmental Policy Act, RCW Chapter 43.21C and MMC Chapter 22E.030 (collectively "SEPA"); and

WHEREAS, the City engaged in an extensive public notice and participation process with multiple opportunities for public participation, input and comment.

1. On August 12, 2013, the City issued a SEPA threshold Determination of Non-Significance for the proposed amendment to the development code; and

2. On August 26, 2013, the comment period for the Determination of Non-Significance expired and no comments were received; and

3. On August 12, 2013, the proposed amendment was submitted to the Washington State Department of Commerce for review, as required by RCW 36.70A.106. On August 28, 2013, notice was received from the Department of Commerce that the City of Marysville had met the Growth Management Act notice to state agency requirements; and

4. On January 14, 2014, the Planning Commission held a public hearing on several alternatives which would result in potential amendments to the development code; and

5. On March 6, 2014, the City re-issued a SEPA threshold Determination of Non-Significance for the proposed amendment to the development code; and

6. On March 20, 2014 the new comment period for the Determination of Non-Significance expired and no comments were received; and

7. On March 5, 2014 the proposed amendment was submitted to the Washington State Department of Commerce for review, as required by RCW 36.70A.106. On March 24, 2014, notice was received from the Department of Commerce that the City of Marysville had met the Growth Management Act notice to state agency requirements; and

WHEREAS, the Planning Commission has considered public testimony, the staff recommendation and presentation, and the several alternative measures that would result in amendment to the MMC and found that the preferred alternative and recommendation to the City Council should be one that results in an amendment prohibiting the establishment of marijuana related businesses; and

WHEREAS, during a regular meeting on February 3, 2014, staff presented the Planning Commission recommendation to the City Council; and

WHEREAS, the City Council finds that the amendments set forth in this ordinance are consistent with the City's Comprehensive Plan, the Growth Management Act, Title 22 of the

MMC, and other applicable state and federal law, will implement the Comprehensive Plan, and will benefit the public health, safety, and welfare of the citizens of Marysville;

WHEREAS, the City Council reviewed the materials described above and, after review and consideration, concurs with and adopts the recommendations of the Planning Commission and

WHEREAS, this Ordinance is not intended to address or affect existing City, state and federal laws that apply to personal use and possession of marijuana;

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

Section 1. MMC Section 22A.020.040 entitled “C” definitions “Cannabis” is hereby amended to read as follows (All other definitions in MMC 22A.020.040 remain in effect and unchanged):

“Cannabis or Marijuana” means all parts of the plant cannabis, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. For the purposes of this definition, “cannabis” does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks, except the resin extracted therefrom, fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. The term “cannabis” includes cannabis products and usable cannabis.

Section 2. MMC Section 22A.020.140 entitled “M” definitions is hereby amended to add the following definitions (All other provisions of MMC 22A.020.140 remain in effect and unchanged):

“Marijuana Use” includes a store, agency, organization, dispensary, cooperative, network consultation, operation, or other business entity, group or person, no matter how described or defined, including any associated premises and equipment which has for its purpose or which is used to grow, select, measure, process, package, label, deliver, dispense, sell or otherwise transfer for consideration, or otherwise, marijuana in any form.

“Marijuana processor” means a person licensed by the State Liquor Control Board to process marijuana unto useable marijuana and marijuana-infused products, package and label usable marijuana and marijuana-infused products for sale in retail outlets, and sell usable marijuana and marijuana-infused products as wholesale to marijuana retailers.

“Marijuana producer” means a person licensed by the State Liquor Control Board to produce and sell marijuana at wholesale to marijuana processors and other marijuana producers.

“Marijuana-infused products” means products that contain marijuana or marijuana extracts and are intended for human use. The term “marijuana infused products” does not include useable marijuana.

“Marijuana retailer” means a person licensed by the State Liquor Control Board to sell usable marijuana and marijuana-infused products in a retail outlet.

Section 3. MMC Section 22A.020.190 entitled “R” definitions is hereby amended to add the following definition (All other provisions of MMC 22A.020.190 remain in effect and unchanged):

“Retail outlet” means a location licensed by the State Liquor Control Board for the retail sale of useable marijuana and marijuana-infused products.

Section 4. MMC Section 22A.020.220 entitled “U” definitions is hereby amended to add the following definition (All other provisions of MMC 22A.020.220 remain in effect and unchanged):

“Useable marijuana” means dried marijuana flowers. The term “usable marijuana” does not include marijuana-infused products.

Section 5. MMC Section 22C.010.060 table entitled “Permitted uses” in Residential Zones is hereby amended to add new provisions to the table as follows (All other provisions of MMC 22C.010.060 table entitled “Permitted uses” remain unchanged and in effect):

| | | | | <u>WR</u> <u>R-4-</u> | | | | <u>WR</u> <u>R-6-</u> | <u>R-</u> |
|---|--------------|--------------|------------|--------------------------|-------------|-------------|-------------|--------------------------|------------|
| <u>Specific Land Use</u> | <u>R-4.5</u> | <u>R-6.5</u> | <u>R-8</u> | <u>8</u> | <u>R-12</u> | <u>R-18</u> | <u>R-28</u> | <u>18</u> | <u>MHP</u> |
| <u>Government/Business Service Land Uses</u> | | | | | | | | | |
| <u>State-Licensed Marijuana Facilities:</u> | | | | | | | | | |
| <u>Marijuana Processing Facility – Indoor Only (48)</u> | | | | | | | | | |
| <u>Marijuana Production Facility – Indoor Only (48)</u> | | | | | | | | | |
| <u>Marijuana Retail Facility (48)</u> | | | | | | | | | |

Section 6. MMC Section 22C.010.070 entitled “Permitted uses – Development conditions” is hereby amended to add a new footnote (48) which shall read as follows (All other provisions of MMC 22C.010.070 remain in effect and unchanged):

(48) No person or entity may produce, grow, manufacture, process, accept donations for, give away or sell marijuana or marijuana infused products within Residential zones in the City.

Section 7. MMC Section 22C.020.060 table entitled “Permitted uses” in Commercial, Industrial, Recreation and Public Institutional Zones is hereby amended to add new provisions to the table as follows (All other provisions of MMC 22C.020.060 table entitled “Permitted uses” remain unchanged and in effect):

| | | <u>CB</u> | | | <u>MU</u> | | | | | |
|---|-----------|-------------|-----------|-----------|-------------|-----------|-----------|-----------|------------|------------|
| <u>Specific Land Use</u> | <u>NB</u> | <u>(63)</u> | <u>GC</u> | <u>DC</u> | <u>(63)</u> | <u>BP</u> | <u>LI</u> | <u>GI</u> | <u>REC</u> | <u>P/I</u> |
| <u>Government/Business Service Land Uses</u> | | | | | | | | | | |
| <u>State-Licensed Marijuana Facilities:</u> | | | | | | | | | | |
| <u>Marijuana Processing Facility – Indoor Only (69)</u> | | | | | | | | | | |
| <u>Marijuana Production Facility – Indoor Only (69)</u> | | | | | | | | | | |
| <u>Marijuana Retail Facility (69)</u> | | | | | | | | | | |

Section 8. MMC Section 22C.020.070 entitled “Permitted uses – Development conditions” is hereby amended to add a new footnote 69 which shall read as follows (All other provisions of MMC 22C.020.070 remain in effect and unchanged):

(69) No person or entity may produce, grow, manufacture, process, accept donations for, give away, or sell marijuana or marijuana infused products within Commercial, Industrial, Recreation and Public Institutional zones in the City.

Section 9. The moratorium established in Ordinance No. 2936 shall terminate upon this Ordinance taking effect.

Section 10. Severability. If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance or its application to any person or situation should be held to be invalid or unconstitutional for any reason by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this ordinance or its application to any other person or situation.

Section 11. Effective Date.

This Ordinance shall become affective five (5) days following passage and publication as required by law.

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)



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

I-502 Committee Meeting Minutes

November 5, 2013

6:00 p.m.

Council – Meeting Room

Committee Members: Bruce Paquette, citizen
Cate Mighell, business owner
Steve Muller, City Council
Kelly Richards, Planning Commission

Staff in Attendance: Gloria Hirashima, CAO/CD Director
Chris Holland, Planning
Lt. Mark Thomas, Police

Absent: None

I-502 Committee Meeting No. 1:

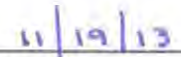
- . Introductions and background of the committee members
- . Staff gave a general overview of packet materials including:
 - Marysville Police Position Paper
 - I-502 Fact Sheet
 - FAQs on I-502
 - I-502 Official Timeline
 - Chapter 314-55 WAC
 - I-502 Draft Rule Summary
 - I-502 Proposed Rules FAQ
 - I-502 Retail Store Locations Spreadsheet
 - Marysville 1,000' buffer map
 - Surrounding City Allowances Spreadsheet
 - Surrounding City's Interim Regulations
 - Surrounding City's Permanent Regulations
- . The committee had a discussion regarding the smells a producing plant would have on surrounding properties. Committee member Mighell pointed out the specific DRAFT Rules from the Washington State Liquor Control Board (WSLCB) prohibiting smells outside of a producing plant.
- . The committee had a discussion about the health effects and benefits of marijuana.
- . Lt. Thomas stated that the Marysville Police Department has concerns regarding crime impacts marijuana producers, processors and retailers will have in Marysville and the surrounding community.
- . The committee had a discussion regarding the fire implications a producing plant may have.

- . Committee member Mighell stated that marijuana producers and retailers are currently operating illegally in Marysville and that I-502 would make these operations legal and more predictable than the illegal operations currently occurring.
- . The committee had discussions regarding the DRAFT WSLCB Rules related to specific security and processing requirements. Committee member Mighell stated that the DRAFT WSLCB Rules provide adequate security provisions.
- . Lt. Thomas voiced his concerns regarding the fact that the WSLCB is underfunded and under staffed and stressed the Marysville Police Department's concerns regarding inspections and compliance with the rules that are ultimately adopted.
- . A question was asked whether or not the Marysville Police Department would be allowed to inspect the production, processing and retail establishments. Currently, it is unclear whether or not the WSLCB would allow local jurisdictions to inspect these establishments.
- . Committee member Paquette stressed that we should wait to see what, if any, types of problems other jurisdictions that allow production, processing and retail establishments will have before allowing in Marysville.
- . Councilmember Muller stated that he has real concerns regarding what effects I-502 will have on our youth.
- . The Committee had a discussion regarding whether or not the City would see any tax revenue from the producers, processors or retailers. Planning Manager Holland stated that it is estimated that Marysville would receive approximately \$30,000 in annual tax revenues per retail outlet (3 total allowed by WSLCB). No tax revenue would be received at the producer/processor level.
- . Committee member Mighell stated that tax revenues would increase from job creation related to producers, processors and retailers.
- . Committee member Mighell stated that allowing producers and processors in the community would create living wage jobs.
- . The committee discussed an article related to the gross revenues that the producers, processors and retailers would generate.
- . Councilmember Muller stated that it would be beneficial to have the Council review the DRAFT I-502 Rules and provide direction to the committee, prior to making a recommendation to the Planning Commission.
- . The committee discussed the differences between medical and recreational marijuana regulations and the fact that Marysville City Council has prohibited medical marijuana and collective gardens in Marysville.
- . The committee discussed a recent article related to the City of Spokane's interim regulations adopted in advance of the FINAL WSLCB rules.
- . Committee member Paquette again stated that Marysville should wait to see what, if any, impacts I-502 will have on our Junior High and High School kids, and what kind of crime and policy activity occurs in other jurisdictions that allow production, processing and retail establishments.
- . Committee member Mighell stated that it's clear that the voters have approved I-502 and that they want these businesses in the community.
- . The committee had discussions regarding the fact that banking institutes are not allowed to get involved with marijuana money, as it is an illegal narcotic per federal regulations.

and banks are federally backed. Lt. Thomas stated that these cash transactions have huge implications for increased risk of organized crime. Committee member Mighell stated Bank of America recently issued a statement that they would work with the producers, processors and retailers in Washington State.

- . Staff agreed to bring back some alternatives for the committee to consider at our next meeting.
- . Lt. Thomas will provide any information regarding what, if any, impacts the City of Mukilteo Police Department has had with allowing medical marijuana and collective gardens in Mukilteo.
- . A second meeting was scheduled for November 19, 2013 5:30PM in the Council - Meeting Room
- . ADJOURNED


Chris Holland, Planning Manager


Date



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

I-502 Committee Meeting Minutes

November 19, 2013

5:30 p.m.

Council – Meeting Room

Committee Members: Bruce Paquette, citizen
Cate Mighell, business owner
Steve Muller, City Council
Kelly Richards, Planning Commission

Staff in Attendance: Gloria Hirashima, CAO/CD Director
Chris Holland, Planning
Lt. Mark Thomas, Police
Commander Jeffrey Goldman, Police

Absent: None

I-502 Committee Meeting No. 2:

- . Committee meeting minutes from November 5, 2013 approved unanimously.
- . Staff gave a brief overview of materials provided to the committee, including:
 - I-502 Information provided by Committee Member Mighell
 - Staff prepared I-502 Alternatives
 - Staff prepared I-502 Zoning Map
- . Committee Member Mighell provided a broader overview of the I-502 information she provided including crime statistics, indicating crime has not increased, and in some cases has decreased, in areas where marijuana dispensaries are located.
- . Committee Member Paquette asked if any of the crime statistics provided analyzed increased crime as a whole in the communities where marijuana is legal, not just areas where dispensaries are located. The committee did not know of any such study.
- . Committee Member Paquette asked if any of the taxes collected would go to the Marysville Police or Schools. Staff answered that none of the taxes collected would go to the Marysville Police or Schools.
- . Committee Member Mighell stated that she had discussed the tax collection concern of the Marysville I-502 Committee with the WSLCB and that money is earmarked towards education.
- . Lt. Thomas had the list of tax distribution. Primarily taxes collected will be distributed to the Liquor Control Board for administration expenses, to the state's Basic Health Plan, to the state general fund, and to health-related programs. B&O and local retail sales taxes would apply at retail outlets.
- . The committee had a general discussion regarding the DUI process for individuals under the influence of marijuana. Lt. Thomas gave a brief overview stating that it takes

approximately 2 – 4-hours to process a marijuana DUI arrest and a warrant is required in order to get a blood sample.

- Lt. Thomas discussed the article in the Everett Herald from Monday, November 18th. The topic of discussion was the fact that an individual quoted in the article stated that they would continue to purchase marijuana on the "black market" in order to avoid the increased prices due to taxation.
- Committee Member Mighell asked whether or not the City could potentially require security guards when a retail business was open in order to avoid loiterers, etc. CAO Hirashima stated that she believes this was a possibility.
- Lt. Thomas stated that CD Staff has prepared six (6) alternatives for consideration and asked each committee member which alternative they would recommend to the Planning Commission. The following are the recommended alternatives:
 - Committee Member Richards: Recommended allowing retail outlets only, as outlined in Alternative 6, however not to allow producers/processors and also limit the hours of operation between 10AM – 8PM.
 - Committee Member Mighell: Recommended allowing retail outlets, as outlined in Alternative 6, allow producers and processors, as outlined in Alternative 5, however, the producer/processor area boundary is recommended to be expanded to 156th Street NE.
 - Committee Member Muller: Recommended Alternative 2, continuing the moratorium until such a time where the WSLCB and other regulating entities have adopted and put into place a set of rules, and said rules have been vetted by the courts, and Marysville has had an opportunity to monitor how other cities have implemented those rules and the impacts producers, processors and retailers have on the implementing communities.
 - Committee Member Paquette: Recommended Alternative 2. In addition Committee Member Paquette wants the City to be able to rescind any and all marijuana retail, producer and processor permits if said businesses are ultimately allowed to locate in Marysville and there is Police evidence that these businesses are having a negative impact on the community.
 - Marysville Police (c/o Lt. Thomas): Recommend Alternative 1 – Prohibition on retail, producers and processors.
- Staff overviewed what the next steps are and that the committee would be informed of any and all upcoming workshops and hearings before the Marysville Planning Commission and Council.
- ADJOURNED


Chris Holland, Planning Manager

11/20/13
Date

PLANNING COMMISSION



MINUTES

November 26, 2013

7:00 p.m.

City Hall

CALL TO ORDER

Chair Leifer called the November 26, 2013 meeting to order at 7:00 p.m. noting the excused absences of Marvetta Toler and Kelly Richards.

Marysville

Chairman: Steve Leifer

Commissioners: Roger Hoen, Jerry Andes, Kay Smith, Steven Lebo

Staff: CAO/CD Director Gloria Hirashima, Planning Manager Chris Holland, Lt. Thomas, Commander Goldman

Absent: Kelly Richards, Marvetta Toler

APPROVAL OF MINUTES

October 22, 2013

Motion made by Commissioner Smith, seconded by Commissioner Andes, to approve the October 22 Meeting Minutes

Commissioner Andes commented that the minutes state that Commissioner Richards was absent but also that he voted to approve the minutes. Staff indicated that this information would be confirmed and clarified.

Motion passed unanimously (5-0) to approve the minutes with the understanding that the minutes would be clarified regarding Commissioner Richards' attendance.

AUDIENCE PARTICIPATION

None

NEW BUSINESS

I-502 Recreational Marijuana

Planning Manager Holland reviewed new items in the Planning Commission's packet. He explained that the Council enacted a 12-month moratorium on September 9. Ordinance 2936 contained a work plan in it for reviewing potential regulations. It also established the creation of an I-502 committee. The Mayor appointed four members of the community: Councilmember Steve Muller, Planning Commissioner Kelly Richards, business owner Kate Mighell, and citizen Bruce Paquette. Two meetings were held, one on November 5 and one on November 19 to discuss I-502 and potential regulations. There was good discussion, but it was clear that the committee was not going to come to any consensus.

Planning Manager Holland stated that staff compiled a set of alternatives for the Planning Commission to review as follows:

- Alternative 1 – Prohibition
- Alternative 2 – Continue with the moratorium and monitor how other cities have implemented I-502 regulations before taking further action
- Alternative 3 – Prohibit retailers and allow for producers and processors (Tier 1 only – maximum 2,000 SF plant canopy)
- Alternative 4 – Prohibit retailers and allow for producers and processors (limited to Tier 1 and Tier 2 producers)
- Alternative 5 – Prohibit retailers and allow for producers and processors. (Tiers 1, 2, and 3)
- Alternative 6 – Allow retailers in certain areas; if they want to allow producers they could add alternatives 3, 4, or 5.

Lt. Thomas gave an overview of the Marysville Police Department's position paper. He stated that the Police Department is recommending continued prohibition based on the documented, reported criminal activity associated with marijuana production, processing, and sales; the negative impact of marijuana as seen as a gateway drug; and the unanswered questions by the State Liquor Control Board on how they are going to regulate, fund, and provide adequate staffing necessary for such a large, emerging industry. He further elaborated on the reasons for this recommendation as contained in the Memorandum from Chief Smith. He also discussed the current status of this issue as a violation of federal law. He commented on his experience as an undercover narcotics detective where violent, organized crime was tied to a lot of marijuana cases. Regarding the status of marijuana as a gateway drug, the police feel that making marijuana more accessible to our youths isn't in the best interest of the public safety and health of the citizens in Marysville. Another issue is that financial institutions are not getting involved in the proceeds, which is forcing marijuana establishments to work on a cash-only basis. This would increase the risk of robbery and violent takeovers for the money or drugs. However, recently the Bank of America has said they would take the cash proceeds, but they would not get involved in financing, credit card usage, or loans needed to establish these businesses. Finally, Lt. Thomas discussed the hazards

associated with marijuana grows including mold and pesticides. He expressed concern about the health of the workers in these establishments taking care of the plants. Lt. Thomas summarized that the public health and safety would be better served by a prohibition on I-502.

Commissioner Leifer referred to a comment by I-502 Committee Member Mighell at the November 5 meeting stating that marijuana producers and retailers are currently operating illegally in Marysville and I-502 would make these operations legal and more predictable. He asked for a response from police. Lt. Thomas commented that due to the taxation on marijuana, the prices will go up in the retail establishments. People who currently grow and sell it illegally would probably continue to do that because it would be more profitable. He briefly reviewed the history of grows in this region. Lt. Thomas said he thinks I-502 would allow illegal activity to continue and to even be better disguised as it is diverted and sold illegally in other states. He related this to prohibition and also his experience with oxycodone manufacturers.

Chair Leifer then referred to the Police Department's concern regarding the fact that the state doesn't have any rules in place yet, and commented that the rules would be coming out on December 1. Lt. Thomas said he has seen the draft version of the rules, and he wrote the Police Position Paper knowing what the draft rules are. The Liquor Control Board currently has 56 liquor control agents. With I-502 they will be hiring 22 more agents plus 5 additional positions. This is a total of only 83 officers to deal with this issue statewide. He doesn't think there are enough controls in place to close the loopholes for diversion and other illegal activities. He is not comfortable with the level of regulation that the rules would provide due to the limited resources available to the Liquor Control Board.

Commissioner Hoen wondered about the relationship between legal and illegal sales. Lt. Thomas stated that in the minutes one of the committee members asserted that the legalization of the sale of marijuana would significantly reduce the illegal sales. Lt. Thomas said he thinks there will be a reduction, but it will not be as dramatic as some are saying and it will not be significant enough to stop the black market trade.

Commissioner Hoen referred to one of the committee members who stated that crime had not increased as a result of marijuana outlets. Lt. Thomas noted that the charts and graphs from the study quoted by that committee member are in the packet. He stated that he spoke with Mukilteo who had a few incidents right at the beginning of legalization of medical marijuana dispensaries, but since then they have not had issues. However, police have identified studies out of California and Colorado which show that there has been increased crime related to these operations. Questions and answers about the level of crimes related to marijuana establishments were reviewed.

Commissioner Hoen commented that based on election the majority of the public wants this to be added to their communities. Lt. Thomas acknowledged that the voters voted for I-502, but he pointed out that the perception of most voters was that this would be taxed and controlled through the liquor stores. Since the Liquor Control Board has done away with their retail markets, some voters have indicated they would change their vote

if they could. Lt. Thomas pointed out that the perception of voters was that taxing marijuana would solve a lot of economic woes the state is facing. He thinks this was an overly simplistic approach.

CAO Hirashima pointed out that most of the contacts the City is receiving are from prospective business owners. She stated that the Planning Commission's task is to make a recommendation to the Council on what would be best for the Marysville community. The committee was put together in order to get the views of stakeholders including the police department, concerned citizens, and prospective business owners.

Commissioner Hoen then referred to the license requests and noted that locations on 108th Street and 119th Street could open anyway with a county license. Planning Manager Holland commented that those people could request a producer/processor license, but he wasn't sure if they would qualify. Commissioner Hoen asked if a retail operation could be opened in the county very close to the city limits. Planning Manager Holland said they couldn't because of the rural zoning designations in those adjacent areas.

CAO Hirashima added that the Tulalip reservation is not allowing marijuana operations in their boundary because they are a federal reservation. She noted that throughout the state there will be a myriad of zoning regulations, and there will be inconsistencies with adjacent cities. Marysville is trying to coordinate with Lake Stevens, Arlington, and Snohomish to provide some level of consistency.

Commissioner Hoen pointed out that the Liquor Control Board didn't do anything to control medical marijuana, but it seems like there will be a lot more regulation with recreational marijuana. Planning Manager Holland agreed. He stated that the DOR has released some draft rules on medical marijuana which will align directly with the rules for retail operations. Commissioner Hoen thanked Lt. Thomas for answering his questions.

Commissioner Lebo asked about the legal requirements to purchase recreational marijuana. Lt. Thomas stated that you have to be 21 or older, you can only buy an ounce, and you must show photo ID. The retail establishments won't have any product available to the consumer that they can get to directly. The draft rules also talk a lot about security and cameras. Commissioner Lebo asked about the requirements to purchase medical marijuana. Lt. Thomas said that you have to possess a green card which you get through a doctor and possess photo ID showing that you are above the age of 21. At this point it's illegal to sell medical marijuana so it's done through a donation process.

Commissioner Andes commented that he concurred with the police recommendations. He expressed concern about the crime associated with the drugs in general and expressed support for a prohibition. Commissioner Smith concurred.

The Planning Commission thanked Lt. Thomas for his time and information.

Planning Manager Holland referred to Committee Mighell's information she provided about crime statistics, gateway myths, and excerpts from other municipalities in adopting ordinances related to I-502 and allowing producers, processors, and retailers in their community. This was information provided to the commission.

Chair Leifer stated that he personally was in support of prohibition, but acknowledged that the majority of the voters which he represents voted for this so a sincere examination of all the facts related to it is important. As a result, he indicated support of Alternative 2 in order to see what happens with other cities.

Planning Manager Holland stated that a hearing could be scheduled for January 14.

Commissioner Lebo spoke in support of a hearing and getting input, but commented on the importance of equal input for both sides. There was general discussion on the Commission's role of representing the City versus being true to their personal principles.

Motion made by Commissioner Lebo, seconded by Commissioner Smith, to set a hearing date for January 14. Motion passed unanimously (5-0).

Commissioner Andes asked if it was known how the citizens of Marysville voted on the initiative. CAO Hirashima was not sure, but she thought that it was a majority in Marysville.

Commissioner Hoen asked about the pros and cons of requiring a 2500 foot separation between retail locations. He wondered if it might be better to have it in a district sort of situation. Planning Manager Holland explained that the 2500 foot separation rule was in an interim regulation that was adopted by the City of Everett. Upon discussion with the Police Department and the committee there didn't seem to be any issues with that. The police actually prefer that the separation would occur if regulations were ultimately adopted so retailers, producers, and processors are not congregated in one single area.

CAO Hirashima pointed out that there has been some discussion about whether or not a city can prohibit retail marijuana establishments. Some cities have requested an Attorney General Opinion about the matter, but ultimately the decision will be made by the courts. However, the City is moving forward with the belief that cities have zoning authority and have the full range of options available to them.

Commissioner Hoen commented that the City of Wenatchee's charter says you have to follow all federal rules, and that is what they are basing their prohibition on. Planning Manager Holland pointed out that Wenatchee's business licenses say that you have to meet all city, state, and federal laws, but they changed their business licensing categories to have marijuana producers, processors, and retailers exempted from obtaining a business license from the City of Wenatchee.

Chair Leifer commented on the potential for liability with the confusion surrounding this issue with regard to federal and state law. Planning Manager Holland commented that it still is a controlled substance and if the federal government wants to come in and seize

the product, supplies and property they can. Chair Leifer asked if the City is getting explicit legal advice from the City Attorney on this. CAO Hirashima stated that the City Attorney has been following this process very closely and that he would be available at the public hearing to answer questions.

ADJOURNMENT

Motion made by Commissioner Lebo, seconded by Commissioner Smith, to adjourn at 8:21 p.m. Motion passed unanimously.

NEXT MEETING:

January 14, 2014


Chris Holland, Planning Manager, for Laurie Hugdahl, Recording Secretary

PLANNING COMMISSION



MINUTES

January 14, 2014

7:00 p.m.

City Hall

CALL TO ORDER

Planning Commission Chair Steve Leifer called the January 14, 2014 meeting to order at 7:00 p.m. noting the absence of Commissioner Marvetta Toler.

Marysville

Chairman: Steve Leifer

Commissioners: Roger Hoen, Jerry Andes, Kay Smith, Steven Lebo, Kelly Richards

Staff: Planning Manager Chris Holland, CAO Gloria Hirashima, City Attorney Grant Weed, Chief Smith, Lt. Thomas

Absent: Marvetta Toler

APPROVAL OF MINUTES

November 26, 2013

Motion made by Commissioner Smith, seconded by Commissioner Andes, to approve the November 26, 2014 Meeting Minutes. **Motion** passed unanimously (5-0) with Commissioner Richards abstaining as he was not at the November 26 meeting.

PUBLIC HEARING

I-502 Recreational Marijuana

The hearing was opened by Chair Leifer at 7:02 p.m.

Planning Manager Chris Holland reviewed the background on this item as contained in the memo from him to the Planning Commission dated January 9, 2014. He then highlighted the recommendations of the I-502 Committee as stated in the memo on page 2.

Public Testimony:

Greg Kanehen, 6602 56th Dr. NE, Marysville, WA 98270, stated he and his colleagues represent the Marysville Area Pastors Association which has a heart for the community and a desire to create a safe place for individuals and families. They believe in building life-giving principles into families and communities. They find it is essential in creating a healthy environment to work together with organizations such as Marysville Together Coalition, the Marysville School District, and the City of Marysville Parks and Recreation. This has resulted in numerous benefits for the community. Because the Marysville Area Pastors Association has an investment in the community they are concerned about the safety of children and teens with the establishment of a retail outlet for marijuana. Their concerns come out of the fact that they want to see beneficial outcomes for everybody. They recognize that a decision to not allow retail outlets is a difficult one, but feel that not all freedoms are beneficial for the community and for families. He noted that sometimes the pursuit of freedom can lead to enslavement and addiction. The Marysville Area Pastors Association asks that safeguards for children be in place. With the potential for abuse or misinterpretation of the laws, they urge that the Planning Commission recommend that the Council not establish these places. He stressed that their heart is for the community, and their main concern is for the safety of children and teens in the community.

Cathy Schindler, 14120 51st Drive NE, Marysville, WA 98271, spoke as part of Marysville Together, a community coalition. She read and distributed a letter that was previously sent to Mayor Nehring and the City Council from Marysville Together. The letter stated that one of the group's primary focuses is creating awareness and providing resources to help combat substance abuse among our youth and families. In light of this specific focus they urged the City not to allow retail outlets for the sale and distribution of marijuana in Marysville. This recommendation is based on research by agencies and health and human service organizations that indicate marijuana use may lead to other drug use and an increase in violent crime. They also cited federal laws that still make marijuana an illegal substance. She spoke in support of maintaining the safety and wellness of children and their families which is consistent with Marysville Together's 25-year history. They are a community partnership of caring, involved members committed and empowered to promote safety, diversity and awareness and respond to the needs of the community so that everyone who lives in Marysville will take responsibility for working together towards a safe and healthy community. With the potential for abuse or misinterpretation of the laws, the establishment of marijuana retail outlets is of grave concern to the group. She spoke in support of preventing the establishment of retail outlets for marijuana in the community.

Chair Leifer asked how Marysville Together feels about the growing and processing of marijuana. Ms. Schindler replied that they don't want to see any of that in the community because they don't want to send the message that this is a community norm.

Isaac Steimle, 95 Quinn Avenue, Apt. C, Marysville, WA 98270, spoke against having retail marijuana establishments, processing, and grow sites in the community due to the negative impacts on the community, especially if it is seen as accepted by leaders of the community.

Bruce Paquette, 6908 75th Drive NE, Marysville, WA, encouraged the Planning Commission to continue the moratorium on processing, growing, and sales to take time to see how this is affecting other communities that allow it. He is a licensed clinical social worker in Washington and works with homeless people on the street. He stated that 90% of the guys in prison committed their crimes while they were under the influence of some sort of drug. He expressed concern about telling youth that this is accepted. If this becomes normalized through laws passed, he is very concerned about the long-term impact on youth.

Dave Mills, 8202 83rd Avenue NE, Marysville, WA 98270, stated that youth are a big priority for him too. He believes that there are a lot of misconceptions flying around about this issue. He feels that the wait-and-see attitude is something that they can all work with. He believes that there is already a lot of pot being grown, sold, and smoked in the community. He asserted that he has more friends who have died from alcohol than from marijuana. He encouraged everyone to do their own research on the internet to find out what is true. He thinks that allowing this will help to control the situation and enable the City to gain some money from taxation. He urged people to watch what will happen in Colorado. He stated he would like to see the process move forward, but he doesn't think the City is ready for it yet. Over the next six months, maybe they will be able to see what happens with this situation in other places. He recommended that at the very least the Commission's recommendation should be to continue the moratorium in order to watch and see what happens, with the provision that a special ordinance could be passed to lift the moratorium if it appears that this is a good idea. He emphasized that the people applying for these licenses are responsible business owners, not potheads.

Rob Mina, 5615 87th Avenue NE, Marysville, WA 98270, said he thinks a lot of business owners believe this will bring in jobs and provide a lot of taxes. He stated that he was against this in general, and wished it didn't get passed in the state; however, after discussing it with family members who are police officers in Seattle, he says he learned that approximately 60% of the money that the drug cartels make is actually from marijuana. Noting that this issue already exists in the shadows with a criminal element, he feels that legalizing it will bring it out of the shadows and into the light. He commented that the War on Drugs obviously hasn't worked. He thinks that putting this out there with the controls that the State has, including background checks and surveillance, is a good idea. The people who have approached him to lease industrial buildings are well-funded, reputable business owners. He asserted that if kids can't get marijuana here they will drive to Arlington, Everett, or some other city that has allowed it. He doesn't see any downside to this and supports production, processing, and sales, but recommended keeping it out of the downtown area.

Kate Mighell, 15305 West Lake Goodwin Road, stated that she has owned a business in Marysville for the last 12 years. She was on the I-502 Committee and is in support of this. She had high hopes of opening a facility here; however, due to her experience on the I-502 Committee, she has sold her building, and is going to locate elsewhere. She thinks that allowing this would be a positive thing for the public good and something that the City needs to embrace. She thinks legalizing marijuana is going to get rid of a lot of crime, create a lot of tax dollars, and create opportunities for education. She compared attitudes towards marijuana to historical fears and stereotypes about desegregation or allowing women into the workplace. Regarding the concept of marijuana as a gateway drug, the reason this perception exists is because the people that now sell marijuana in the back alleys also sell other things. This wouldn't happen under the proposed retail setup with all the regulations and surveillance. Regarding crime related to marijuana, this has occurred because marijuana has been illegal, and the illegality of marijuana has been a breeding ground for organized crime in the same way the prohibition on alcohol created a breeding ground for the American mafia. The reason the voters passed I-502 is because they want that to go away. She claimed that no one has ever died from marijuana usage, and it is not addictive. On the other hand, many people die from alcohol every year. She encouraged everyone to step back from their assumptions and have an open mind. She stated that she was in support of all three aspects: growing, processing, and retail.

Sue Rumsey, 6907 57th Street NE, Marysville, WA 98270, stated that she doesn't see anything positive about allowing addictive drugs in the community. She also doesn't see how this could be compared to allowing blacks in the community or allowing women to work as they are completely different topics. She does believe it is a gateway drug because it's the lowest level of drug that comes into the society and into families, and youth can get it easily. When you are under the influence you don't making good decisions, can get into accidents, and create havoc. She believes crime efforts should be used at the beginning instead of waiting until people are on heroin or crack. Additionally, marijuana is still against federal law. Regarding tax benefits, she stated that Marysville can get tax dollars elsewhere in ways that support families and the community. She spoke against jumping on the bandwagon just because everybody else is doing it. Instead, she stated, they should stand their ground and hold true to their commitment. She spoke in support of Alternative 1 or 2 in order to do more research before this is allowed in the community.

Ray Ferguson, 5918- 59th Drive NE, Marysville, a resident of Marysville for nearly 20 years, stated he is adamantly opposed to all of these proposals. He stated that laws have been in place in this country for many decades against the use of marijuana for a very good reason; it's harmful. The laws are in place to protect the citizens, and removing those laws would be harmful. He urged against falling into the mindset that because this is accepted somewhere else, it should be accepted here. Regarding the comparison with alcohol, which has been associated an enormous number of deaths throughout the years. He thinks if they start to accept the use of marijuana they will likely see the same thing happen. He suggested that they look to the use of alcohol as an indicator of what would happen if they start to embrace the use of marijuana. He stated that it is a harmful drug, just like alcohol is, and it is addictive. He rejected the

idea that no one has ever been harmed or killed by the use of marijuana. He noted that someone tonight had brought up an example of someone who did die because of marijuana. He reiterated that he is adamantly opposed to this and would be very disappointed in the City if this proposal is accepted.

Aaron Thompson, Pastor, stated that in addition to being a pastor he is a resident of the city with four teenagers. He commented that this issue is really about the kind of city they want to have. He believes that they want to have a healthy community. One thing that needs to be addressed is that there are lots of areas of life that will be off limits to kids if they partake in marijuana, even if it's legal, such as the military and other jobs. He spoke in support of having a healthy community as much as possible. He spoke in opposition to all three aspects of marijuana.

Seeing no further public comments, the hearing was closed at 7:47 p.m.

Staff Comments:

Planning Manager Chris Holland referred to the spreadsheet at the back of the memo in the Planning Commission's packet which goes over all of the producers, processors, and retailers that were applied for in the City. He pointed out that of the 10 proposed producers only 3 of them could potentially comply with state zoning regulations. Similarly, with the processors there were three as well that could meet the requirements. Of the retailers, nine could potentially comply with state law even though the City could only potentially have three retailers.

CAO Hirashima mentioned that City Attorney Grant Weed, Police Chief Smith, and Lt. Thomas were present and available to answer questions.

Police Chief Rick Smith reminded the Planning Commission of the document that Lt. Thomas wrote which involves the discussion Chief Smith had with the Planning Commission last year related to medical marijuana. He stated that things have not changed in terms of where he stands as police chief. There are still crime issues associated with marijuana that need to be looked at as can be seen in Colorado. The DEA has said they are suspecting there are cartel issues that are starting to infiltrate Colorado. One of the reasons for the crime associated with this is because marijuana is a cash business. The Commission's packet contains crime numbers related to people in Washington who were robbed, burglarized, assaulted and even killed surrounding marijuana issues. He noted that the Liquor Control Board to date has only hired five people. They have said that they would hire 36 people with 22 geared towards enforcement of marijuana establishments including producers, processors, and retailers. To think that they will be able to have surveillance of all of these locations is simply not realistic. Additionally, at the local level police will be unable to follow-up on everything that happens. He believes this comes down to the values that they hold as a city. The decisions of Marysville should be based on the evidence and information that they have. The Police Department's recommendation is prohibition within the city.

Commissioner Hoen referred to fatalities he had heard of in Colorado and asked if there was any more information about this. Chief Smith said there was no more information because that turned out to be a hoax.

Commissioner Hoen asked City Attorney Weed if I-502 is different than the state liquor laws in that it doesn't allow opting out. He said that the state liquor laws allow municipalities to opt out of liquor sales, but he didn't think there was opt-out language in I-502. City Attorney Weed said that I-502 is silent on this issue. Commissioner Hoen asked City Attorney Weed about the status of the Liquor Board's request for an opinion by the Attorney General's Office on this. City Attorney said he wasn't aware if any opinion has been issued or what the timing will be, but remarked that there are two parts to the request. The first part of the request for opinion is whether or not the state law pre-empts local entities such as cities and counties from adopting their own regulations concerning I-502 and the sale, production, and processing of marijuana. The second part of the request for the opinion is whether or not local entities can impose an outright ban. He stressed that whatever opinion the Attorney General's Office issues will be given some weight, but it is not the law. Courts may refer to it and take it into consideration, but it is still just an opinion.

Chair Leifer asked City Attorney Grant Weed about the US Department of Justice's opinion regarding this and the local Washington representative of the US Attorney's Office which ends with a comment that "regardless of state law permitting such activities" and also concluded that "local government employees who conducted marijuana regulatory activities under Washington State law are subject to prosecution under a CSA." Chair Leifer acknowledged that this is an opinion, but asked City Attorney Weed how this might affect city employees. City Attorney Grant Weed stated he is not able to publicly disclose legal advice that he is providing to a client, but responded to the issue in general. Since the opinion was rendered, there has also been a memorandum that was issued in August of last year by the US Attorney's Office which outlines the 8 priorities that the federal government has in terms of enforcement of the Controlled Substances Act (CSA). The memo gives some guidance to states like Colorado and Washington that have adopted laws that purport to legalize marijuana. The memo states that if the states that adopt legalization of marijuana statutes have strict and robust rules for enforcement, the federal government would steer away from vigorous enforcement of the CSA, but it doesn't say that they wouldn't enforce the CSA if there aren't robust enforcement and strict rules. One of the issues many cities are concerned about is if they do adopt regulations of their own that allow any one of the three tiers of licensing and the city's own rules aren't strict and robust, would the cities or officials responsible for implementing them be subject to prosecution. He thinks the main focus of the federal government is going to be in reviewing how well the State of Washington does in the regulation and enforcement of I-502. He stressed that the federal government will be watching this closely.

Chair Leifer reiterated that the reality is that marijuana is still a controlled substance under federal laws. City Attorney Weed concurred and stated it is very clear that under the CSA marijuana is classified as a Schedule 1 drug which "has a high potential for abuse and lack of any accepted medical use." The possession, use, sale, and

distribution of marijuana under federal law is a federal crime, and this has not changed even with the adoption of I-502. What the government has done by issuing its memo back in August, is acknowledge that the federal government can't enforce the federal law against any and every person so they will defer to the states to do their thing. However, they listed 8 priorities which, if are not met by the states, the federal government will be more proactive in the enforcement of the federal law. There is also case law at both the US Supreme Court level and the state law level which suggests that the federal law preempts the state law, but it has not been decided with regard to Washington's I-502. The law is still unsettled as to which law trumps which.

Chair Leifer suggested that the federal decision to back away from this is somewhat of a political decision and is subject to change depending on the leadership. Knowing that these facilities could be confiscated under the drug laws, he asked what the likelihood is that these could all become suspect and subject to seizure. City Attorney Weed stated that it is a very good question and a very difficult one to answer. He stated that it would be naïve to think that the policies of the US Attorney's Office couldn't change if there was a change in leadership.

Chair Leifer then asked for clarification about a paragraph on page 6 of 8 in the ordinance previously passed stating which parts of the marijuana plant are legal and which parts aren't. City Attorney Weed said he thought that the definition came straight out of I-502. Lt. Thomas attempted to clarify this.

Commissioner Hoen said he heard that there is quite a large contingent of applicants who are prepared to file lawsuits against municipalities who are not following the rule the way they think they should. He asked if some of these claims might be consolidated or if they would be addressed individually. City Attorney Weed stated that cities and counties throughout the state are addressing this issue in a wide variety of ways. He reviewed some of those various ways. There has been a lot of press about groups that have threatened litigation. He expects that some cases having the same or similar issues will be consolidated as this moves ahead. He stated that the initial step in challenging a municipality's ordinance will be the state court in the county in which the city is located or in federal court in the district of federal court that the city is located. Not every issue that is the same will be consolidated, but he expects that there will be some common themes. He expects that this will take some time for case law to be developed. In the meantime, there will be a number of different questions that will remain unanswered.

Commissioner Lebo asked whether the tax revenue will trickle down to local law enforcement so that they can do the extra work that is needed for these facilities. City Attorney Weed said his understanding is that it will go to the State of Washington and will not trickle down to the localities. This is one of the issues that the Association of Washington Cities raised with the Liquor Control Board and with the legislature. CAO Hirashima added that the only portion that would come to the City would be the regular sales tax. The rest would go to the State.

Commissioner Richards asked if, since it is still illegal federally, there would be an issue with going through federal banks. City Attorney Weed was not sure, but noted that the question has been raised to the Liquor Control Board. There have been concerns raised about this. Chief Smith said that it is still an issue. Because of the fact that this is a cash business, there is a tie to money laundering and organized crime that's associated with it.

Commissioner Andes referred to the earlier statement that more people die from alcohol than they do from marijuana, and stated that is based on the fact that alcoholism and alcohol can kill by itself. However, he asserted that if you add up all the people that have been killed because of a burglary or other crime associated with marijuana it would outweigh those who die from alcohol.

Chair Leifer noted that the Council has asked the Commission to come up with a recommendation for the City Council. He called attention to the six alternatives presented by the I-502 Committee as options, but noted that the Planning Commission was free to come up another alternative as well.

Commissioner Richards said he was on the I-502 Committee and had recommended allowing retail stores with specific hours. However, after hearing the comments tonight, he was in support of Alternative 2 to continue the moratorium for at least a year to see how other cities handle this.

Commissioner Smith concurred that continuing the moratorium would give the City more time to sort it out.

Commissioner Lebo thanked everyone for showing up and for sharing their thoughts. He said he is grateful for our community and wants to keep it safe for our children and youth to live. He doesn't want people to think they can come to Marysville to buy or sell drugs. He stated that he would recommend Alternative 1.

Commissioner Andes spoke in support of Alternative 1.

Commissioner Hoen said there are still way too many unanswered questions for a permanent decision. He doesn't think the illegal marijuana trade will go away. He thinks kids will continue to get it the same way they get it now although they may start thinking it's not as bad a thing with adults saying that it is okay. He spoke in support of continuing the moratorium even though he doesn't personally like moratoriums.

Commissioner Richards asked if a prohibition could be lifted at some point if the City decides to do that. City Attorney Weed stated that any ordinance can be changed if desired by the City Council.

Chair Leifer noted that he has great respect for voters and their wishes, but his personal feeling is that this is a gateway drug. He is not in favor of production, processing or selling of it. The fact that the federal law clearly states that this is not legal is also a big issue at this time. He noted that it is generally accepted that federal law trumps state

law. Based on all of this he stated that he is opposed to all aspects of it. He added that he had considered supporting continuance of a moratorium, but this just appears to delay the inevitable. He spoke in support of Alternative 1 – Prohibition.

Commissioner Richards stated that he had moved his recommendation to Alternative 1.

There was disruption by some audience members who were upset because more than 50% of the voters want this in Marysville. They indicated that the Planning Commission was obligated to honor those wishes above their personal beliefs.

City Attorney Weed commented that the Public Comment portion of the meeting was closed so it wasn't appropriate to have dialog with the public at this time.

Commissioner Andes explained for the benefit of the public that the Planning Commission would be making a recommendation to the City Council, but that the Council would be making its own decision. He invited everyone to come back to speak at the Council meeting when they address this topic.

Motion made by Commissioner Lebo, seconded by Commissioner Richards, to recommend Alternative 1 to the City Council, which is a prohibition on marijuana retail, producers, and processors in Marysville. **Motion** passed unanimously (6-0).

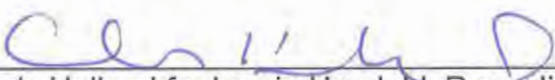
NEXT MEETING:

January 28, 2014

Chris Holland stated that the next meeting would be on potential changes to the floodplain ordinance which were necessary in order to be in compliance. Additionally, the State is continuing to look at amendments to the SEPA Ordinance which would allow for certain exemptions. Staff will update the Planning Commission on that, but the final recommendation from the State will not be coming down until sometime in February.

ADJOURNMENT

Motion made by Commissioner Lebo, seconded by Commissioner Richards, to adjourn the meeting at 8:38 p.m. **Motion** passed unanimously.


Chris Holland for Laurie Hugdahl, Recording Secretary

PLANNING COMMISSION



MINUTES

February 25, 2014

7:00 p.m.

City Hall

CALL TO ORDER

Chair Leifer called the February 25, 2014 Planning Commission meeting to order at 7:02 p.m. noting there were a few staff members in the audience. He also noted the absence of Marvetta Toler from the meetings over the past several months and that no one had heard from her although they had tried to make contact. He asked CAO Hirashima what would happen if there was a tie vote with an even number of commissioners. CAO Hirashima said staff would try to contact Commissioner Toler to discern the situation. She also indicated that she would research the rules regarding a tie vote.

Marysville

Chairman: Steve Leifer

Commissioners: Roger Hoen, Jerry Andes, Kay Smith, Steven Lebo, Kelly Richards

Staff: Planning Manager Chris Holland, Lt. Thomas, Commander Goldman, CAO Hirashima

Absent: Marvetta Toler

APPROVAL OF MINUTES

February 11, 2014

Motion made by Commissioner Richards, seconded by Commissioner Smith, to approve the February 11, 2014 Meeting Minutes. **Motion** passed unanimously (6-0).

AUDIENCE PARTICIPATION

None

OLD BUSINESS

I-502 – Recreational Marijuana

Planning Manager Holland commented that there are still a lot of unknowns related to marijuana business regulations, and it is changing every day. He reviewed some of the recent developments, including an Attorney General opinion stating that I-502 would not pre-empt local jurisdiction's laws. Also, it was asked of the Attorney General whether or not a jurisdiction could adopt regulations that would basically not allow producers, processors, and retailers within their jurisdiction. It was decided by the Attorney General that that would not be illegal either.

However, there are some new House bills that have been introduced to the Washington State Senate this year. One of those is HB 2322 which would prohibit cities and counties from imposing bans on marijuana. Therefore, if the Council was to ban marijuana facilities right now and that bill passed, the City's regulations would disappear and there would be no regulations in place to provide any protections at all for Marysville. HB 2144 proposes allowing some of the tax monies now going to the state to go to the local jurisdictions.

The Washington State Liquor Control Board also just stated that although the Attorney General said that cities can adopt rules prohibiting marijuana establishments, they are still going to issue licenses within their jurisdiction. As a result of all of this there are a lot of regulations that will be set in place over the next few months. With things changing so rapidly, Council felt that the Planning Commission should continue to discuss this issue until some of these items are worked through. The moratorium will remain in effect until September 23, 2014. Staff hopes that the rules and regulations will be known well before that date. Also included in the Planning Commission's packet is an alternative ordinance language regarding prohibition which was the original Planning Commission recommendation. Additionally, there is another alternative that would put into place some protections for Marysville in case cities are pre-empted and not allowed to adopt a ban on marijuana businesses.

CAO Hirashima commented that the Council is grateful for the work done by the Planning Commission and for the fact that they did so much vetting of this issue. The Council appreciated the various alternatives that were presented. They also understood the reasons why the Planning Commission had recommended prohibition. There continues to be a lot of concern about how cities who have prohibitions will fare. There is concern about what the legislature will do, in addition to a concern about being the test case for some of the litigation that will undoubtedly be part of this process. Since the Planning Commission completed their work so quickly, the Council felt it provided an opportunity to investigate other alternatives. She stressed that the Council was very pleased with the work done by the Planning Commission. They just felt that the City would be in a stronger position if they came up with some alternative language in the event that the City is required to allow these businesses.

Commissioner Richards asked if the Planning Commission should just wait until the House bills get sorted out. CAO Hirashima replied that the Council wanted the Planning Commission to go ahead and come up with some alternatives.

Commissioner Andes said it was difficult to make a recommendation when they don't know what will happen with the House bills. CAO Hirashima recommended that they could look at what would be the least impactful situation to the community aside from prohibition.

Commissioner Richards recommended that one option could be retail only within specific hours. Chair Leifer wondered if they would even have the option of limiting it to just retail or if they would have to allow all three aspects.

Commissioner Richards asked what zoning areas staff is looking at for production. Planning Manager Holland replied that staff originally recommended the light industrial (LI) zone for producers and processors. This would be the area from 128th north to 152nd. There were also some additional protections in place where they wouldn't be allowed to be located within 2500 feet of another producer/processor although they could be located within the same building. Based on the regulations, limited numbers of these would be allowed. Commissioner Richards asked if the soccer fields were factored in as future schooling because those fields are owned by the school district. Planning Manager Holland replied that area is not zoned LI. Commissioner Richards spoke in support of limited hours from no earlier than 10 a.m. to no later than 8 p.m.

Planning Manager Holland reviewed the definitions, zoning, and development standards contained in Draft Alternative 2. There was a recommendation from the Planning Commission to add trails to item 7(h) under 22C.280.020 (the 1000 foot-rule).

Chair Leifer commented on the confusion of all the regulations. He commented that spending a lot of time developing regulations that serve to basically disallow these businesses would probably not be the best use of time. In light of the lack of clarity regarding regulations, he recommended maintaining a position of prohibition with the statement that in the event that that's not possible, the City will put together the necessary zoning and regulations.

Commissioner Richards again recommended including conditions related to hours of operation of retail.

Commissioner Hoen asked about the deadline for the Planning Commission getting this back to Council. CAO Hirashima said that Council hoped to get it back in April.

Commissioner Richards suggested restricting these businesses to the Smokey Point Master Plan in order to facilitate development of that area.

Chair Leifer noted that if they start putting up a lot of obstacles there will probably be a lawsuit. He thinks that, short of prohibition, other attempts at restrictions would be

ineffective. CAO Hirashima emphasized that it is within cities' rights to have zoning limitations.

Commissioner Hoen commented that the luxury of the moratorium will be that there will be a batch of lawsuits in other places that the City will be able to consider. He also brought up comments about funds potentially being withheld by the state for cities that have prohibitions.

Chair Leifer asked what the mindset is of the Council regarding the potential loss of revenue. CAO Hirashima said that the Council hasn't mentioned the profits from the marijuana businesses being something they were concerned with. The more concerning issue is if the state was to take away liquor revenue because that is something that the City is already relying on.

Commissioner Lebo asked if the Council would consider losing the \$600,000 a year in order to take a firm position. CAO Hirashima said they hadn't discussed that specifically, but she thought the Council would be very concerned about the loss of that much revenue out of the General Fund.

Planner Manager Holland solicited comments from the Planning Commission on areas they would like to see changes in Draft Alternative 2.

Kelly Richards:

- Add restrictions regarding hours of operation from 10 a.m. to 8 p.m.
- Look at the possibility of putting the zoning in the Smokey Point Master Plan. Planning Manager Holland commented that the City looks at that area as being its employment area. Commissioner Richards suggested that the marijuana businesses might at least get some of the infrastructure started. Commissioner Andes asked if this might deter other businesses from located there. Commissioner Lebo thought this was a great idea, but said it absolutely would deter certain businesses from locating there and people from wanting to do business there. CAO Hirashima concurred and commented that the City spent a lot of energy setting its sights on trying to create an employment base for the City in that area.

Jerry Andes:

- Add trails to the 1000-foot buffer.
- Limit the hours of operation.
- Move maximum canopy from tier 2 to tier 1.

Steve Leifer:

- Add churches or places of worship to the 1000-foot buffer.

Steven Lebo:

- Zone marijuana businesses within 1000 feet of the police station.

Steve Leifer:

- Add language stating that if there are repeated public disturbances or police action, licenses could be revoked. Commissioner Hoen stated that part of the state rules say that the license has to be renewed annually and comments from the city with empirical information about them being a bad business are highly considered by the Liquor Control Board. CAO Hirashima thought that the City's business licenses might already address this type of situation. Planning Manager Holland offered to bring back information that the State has related to this as well as the City's business license information.

Chair Leifer asked if the Council had an expectation that the Planning Commission would hold another hearing. CAO Hirashima said she thought they were just looking for more research, but she would confirm that with the Council.

There was consensus among the Planning Commission that their overwhelming preference was prohibition.

Commissioner Lebo commented that the Planning Commission has given their recommendation and they stand by that. He expressed concern about compromising that position.

CAO Hirashima said the Council was clear about the Planning Commission's recommendation. She thought they just wanted some backup research.

Commissioner Lebo asked if the Council would consider giving up the half a million dollars a year that would come from liquor sales to not compromise its standards. He suggested that they could propose a fundraiser to make up that money somewhere else that is more productive than drugs and alcohol.

CAO Hirashima reported that the industrial family wage property tax exemption bill the Planning Commission worked on a couple years ago cleared the Senate about a week ago and is in the House now. She was optimistic that it might get through this year. She also reported that the City is running a Transportation Benefit District on the ballot on April 22 where .2 of one percent sales tax would be dedicated to overlays of city streets.

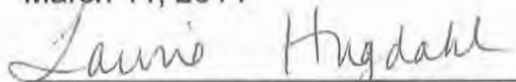
CITY COUNCIL AGENDA ITEMS AND MINUTES

ADJOURNMENT

Motion made by Commissioner Richards, seconded by Commissioner Andes, to adjourn the meeting at 8:30 p.m. **Motion** passed unanimously (6-0).

NEXT MEETING:

March 11, 2014



Laurie Hugdahl, Recording Secretary

PLANNING COMMISSION



MINUTES

March 11, 2014

7:00 p.m.

City Hall

CALL TO ORDER

Chair Leifer called the March 11, 2014 meeting to order at 7:02 p.m. noting the excused absence of Commissioner Kelly Richards.

Marysville

Chairman: Steve Leifer

Commissioners: Roger Hoen, Jerry Andes, Kay Smith, Steven Lebo, Marvetta Toler

Staff: Planning Manager Chris Holland, CAO Gloria Hirashima, Lt. Thomas, Commander Goldman

Absent: Kelly Richards

APPROVAL OF MINUTES

February 25, 2014

Motion made by Commissioner Smith, seconded by Commissioner Lebo, to approve the February 25 Meeting Minutes. **Motion** passed unanimously (5-0) with Councilmember Toler abstaining.

AUDIENCE PARTICIPATION

None

OLD BUSINESS

I-502 – Recreational Marijuana

Planning Manager Holland recapped the discussion at the previous meeting noting that some of the requested changes that the Planning Commission asked for were

incorporated in a revised draft in this meeting's packet. Some of these changes included limiting hours of operation for retail facilities between 10 a.m. and 8 p.m., requiring that marijuana facilities be set back 1000 feet from any public or regional trail or church, synagogue, or temple, restricting marijuana production facilities to a maximum of 2000 square feet of canopy (a tier 1 facility), and considering only allowing the marijuana facilities within the Smokey Point Master Plan boundaries.

The Planning Commission also had requested more information about any process by which the City has authority to revoke a marijuana facility permit if there is any illegal activity or a lot of police activity. In regards to the information about revoking a marijuana facility's permit due to increased police activity, staff proposed requiring a city-issued permit for a marijuana facility which would have language stating that if the facility is in violation of the conditions of the permit it could go into enforcement proceedings. Staff also looked at the business license provisions in Chapter 5 of the Municipal Code. This has two subsections that allow for inspections of businesses and also requires that any business meet all federal, state, and city statutes, laws, regulations, or ordinances. It also includes a process by which those licenses could be revoked. The Planning Commission had also asked about any enforcement procedures the Washington State Liquor Control Board has so that chapter was also included in the packet.

Additionally, at the last meeting there was discussion about requiring the 2500 foot separation between marijuana facilities, but after consideration of the complexities of this rule including vesting rights, staff is now recommending an alternative of just shrinking the zoning area if there is a concern about a proliferation of producers and processors.

The tracked changes of the draft Development Standards were reviewed:

Permit review process:

There were no comments or questions.

Development standards:

Commissioner Hoen asked how the City would qualify a legitimate religious facility. Planning Manager Holland said they would look at the business licenses to see if there is a non-profit registered. He acknowledged that this language may need to be strengthened. Chair Leifer remarked that a 501(c)(3) corporation would cover a lot of these.

Commissioner Toler asked what would constitute a recreation center or facility. Planning Manager Holland referred to the definitions section earlier in the code.

Marijuana Facility Retail Map:

Commissioner Andes asked about requiring a setback from residential such as 1000 feet. Planning Manager Holland explained that would remove most of the area that staff has recommended for retail. Commissioner Andes noted that a lot of the producer/processor area would be adjacent to residential as well. Planning Manager Holland stated that if that is something desired by the Planning Commission they could consider a different area within the city. He commented that the 1,000 foot buffer from R-zones would take out the entire retail overlay zone area, but wouldn't take out the entire producer/processor area. Commissioner Andes said he felt there should be some sort of buffer between residential and retail. Chair Leifer also expressed concern about having these adjacent to residential property.

Commissioner Hoen suggested that they would want the retail to be in an area that is regularly patrolled by police and also well-lit. Lt. Thomas concurred. Commissioner Hoen asked if there are any kinds of restrictions about bars and taverns adjacent to residential. Planning Manager Holland said he was not aware of any city regulations regarding this. He commented that most of the commercial area along State Avenue is adjacent to residential, but further north might be an option.

Commissioner Hoen addressed the hours of operation. He noted that the state liquor sales hours by WAC are 8 a.m. to 12 a.m. He thought that changing the hours would be confusing and didn't seem like it would really accomplish anything. In addition, research shows that increasing the distance required for people to drive while under the influence of alcohol could increase the number of accidents. He also wasn't sure that the City even had the authority to change the hours. Planning Manager Holland acknowledged that he was not sure how this and things like the setback requirements would hold up, but noted that they wouldn't know until they are litigated.

Commissioner Smith also expressed concern about the lack of a setback from residential areas. Commissioner Lebo thought the further away these are located from residential the better. He wondered why they were even considering the zoning regulations when there are still so many unknowns. He said he personally wouldn't like the zoning adjacent to residential at all.

Commissioner Toler said she didn't think it was any different from having a liquor store right next to your house. She pointed out that the houses along State Avenue are in a commercial zone. She thinks there are enough checks and balances in the regulations so that it doesn't need to be a big concern.

Chair Leifer commented on the apparent impossibility of coming up with an alternative plan when the Planning Commission's desire was prohibition. Commissioner Hoen pointed out that the Council said to bring back a backup plan. Commissioner Lebo asked what they could possibly base their backup plan on. Commissioner Hoen suggested that the regulations provided by the state and trying to build a decent community. Chair Leifer stressed that the consensus is they would like to see it all

prohibited, but they recognize there is a likelihood that the state will override that. In that event they need to come up with a backup plan.

CAO Hirashima commented that staff could take a closer look at the corridor to see if there is an area that is not abutting a residential zone with some buffer such as a railroad, road, or stream. She thought they would be able to find some area that would meet that criteria south of 100th. She emphasized that staff recognizes the Planning Commission's preference is prohibition, but in the event that is not possible it is necessary to have a backup plan.

Chair Leifer asked why they are ruling out the area running adjacent to Smokey Point Blvd. CAO Hirashima said that retail would be allowed there in the GC zone. Planning Manager Holland commented that it was desirable to have them consolidated in one area for police enforcement as opposed to being spread out. Chair Leifer asked why they wouldn't want to consolidate the facilities north of the new police station on the east side of State Avenue north of the new overpass since there is virtually no residential in that area. Lt. Thomas referred to the map and noted that with the 1000 foot rule a lot of that area would be ruled out (because of parks, daycares, etc.). Chair Leifer reiterated that he would be very upset if one of these things came into his neighborhood. He would be totally opposed to it. Commissioner Andes spoke in support of looking at the area referred to by Chair Leifer.

CAO Hirashima said she was fairly confident that staff could bring back a map with a subset of areas that would not be contiguous to residential south of 100th Street. Chair Leifer recommended that they do that in addition to the north end.

Commissioner Andes said he'd rather leave the Smokey Point Master Plan area out of it altogether. He noted that the City has worked very hard to get this area where they want it to be.

Chair Leifer asked Commissioner Hoen for clarification about his feelings about the hours of operation. Commissioner Hoen commented that he felt it was a waste of time and could be seen as obstruction. He added that studies show that the further people have to go for services the higher the risk of accidents. He acknowledged that the more concentrated these businesses are in one area, the higher the risk of crime. Commissioner Lebo asked Commissioner Hoen if he'd rather have crime or accidents. Commissioner Hoen replied that he'd rather have crime downtown where the police could deal with it.

Chair Leifer commented that after they get the additional information from staff they might be able to agree on an option to take back to Council.

Planning Manager Holland said staff sent off the draft of the prohibition and proposed draft development standards to the Department of Commerce to get the review process started as well as issuing a SEPA Threshold Determination of Non-significance to make sure the City is compliant with all the rules and regulations of GMA.

There was consensus to work through the following three items at the next meeting:

- Hours of operation
- Churches
- Proposed mapping changes

Chair Leifer welcomed Marveta Toler back. Commissioner Toler said she was glad to be back.

Commissioner Lebo commented on how difficult it is to come up with regulations when everything is so gray.

CAO Hirashima gave an update on development activity in the City.

CITY COUNCIL AGENDA ITEMS AND MINUTES

ADJOURNMENT

The meeting was adjourned at 8:25 p.m.

NEXT MEETING:

March 25, 2014



Laurie Hugdahl, Recording Secretary

PLANNING COMMISSION



MINUTES

March 25, 2014

7:00 p.m.

City Hall

CALL TO ORDER

Chair Leifer called the March 25, 2014 meeting to order at 7:00 p.m. recognizing the excused absence of Marvetta Toler.

Marysville

Chairman: Steve Leifer

Commissioners: Roger Hoen, Jerry Andes, Kay Smith, Steven Lebo, Kelly Richards,

Staff: Planning Manager Chris Holland, Associate Planner Angela Gemmer

Absent: Marvetta Toler

APPROVAL OF MINUTES

Motion made by Commissioner Smith, seconded by Commissioner Andes, to approve the March 11, 2014 Meeting Minutes. **Motion** passed unanimously (5-0) with Commissioner Richards abstaining since he was absent at that meeting.

AUDIENCE PARTICIPATION

Kelly Richards, 5220 108th Street NE, Marysville, WA 98271, recommended that the Planning Commission look at making schools exempt from the current sign ordinance. He commented that the current zoning makes it difficult for schools to replace their existing signage.

Planning Manager Holland stated that there is a process in place to amend the regulations by using a Conditional Use Permit to request a variance. He noted that staff could also look at a fee reduction for that process for schools and code amendments for those types of facilities but pointed out that the City can't make a different set of rules

for one type of facility. There was general discussion about possible options related to code amendments.

NEW BUSINESS

Comprehensive Plan Periodic Update Amendments No. 1

Associate Planner Angela Gemmer introduced the Comprehensive Plan Periodic Update Amendment No. 1 and overview of upcoming amendments as contained in the packet including:

- Updated Urban Growth Area Map
- Areas of Future Influence Map - Chris Holland commented that the line is what was agreed upon for future UGA expansion to allow for planning of future service of that area
- Text amendment to the public participation process
- Inclusion of language pertaining to physical activity in the Land Use and Transportation Elements
- Inclusion of Regional Transit Authority, and other Essential Public Facilities referenced in State law, into the sections pertaining to Essential Public Facilities; and
- Provisions to allow for Day Care I's within existing single family residences in commercial zones

Chair Leifer asked if staff has any idea what might take place in some of the future influence areas. He also referred to the Regional Transportation facilities and asked where those might be located. Chris Holland referred to the future influence areas and noted that the City has not looked into annexation of those areas. The City is not allowed to expand boundaries until certain requirements are met.

OLD BUSINESS

I-502 - Recreational Marijuana

Chris Holland recapped topics discussed at the last meeting and updated the Commission that nothing happened on all the House Bills that were on the floor.

He reviewed Alternative Retail Boundaries 1, 2, and 3 and discussed ownership of properties within Alternative Retail Boundary 2. He commented that the 1000' buffer from churches, proposed by the Planning Commission would severely limit possible locations for siting a retail marijuana facility with Alternative Retail Boundary 1. Discussion about potential options followed.

Commissioner Lebo expressed frustration that Council had requested a Plan B even though the Commission unanimously voted for prohibition. He feels this compromises the Planning Commission's stated position.

Commissioner Hoen said that Council is very happy with the prohibition recommendation, but they are asking for an alternative plan in case they are forced to allow it by the state.

Planning Manager Holland commented that there are already jurisdictions that are in litigation on this matter. Having a running start on this means the Council will be ready to have regulations in case it's required.

Commissioner Hoen commented that one of the biggest challenges now appears to be with the buffers around churches. He wondered why the state chose not to include those.

Chair Leifer recommended amending Alternative Retail Boundary 2 and include the properties south to 152nd Street NE, west of Hayho Creek and east of Smokey Point Boulevard, if they have to allow it. He acknowledged that it would be restrictive, but the City would have the advantage of law enforcement being close to this area. Planning Manager Holland discussed the fact that retail facilities would likely locate within existing storefronts, rather than new construction, and reviewed the potential storefront locations within amended Alternative Retail Boundary 2.

Commissioner Hoen noted that one of the benefits of legalized marijuana is to divert the illegal sale of marijuana to a shop that is regulated. To him there is some value in that competition.

Planning Manager Holland noted that staff was also looking for a recommendation for the hours of operation, as the Planning Commission had previously discussed proposing to limit retail sales between 10AM and 8PM.

Commissioner Hoen said he had thought earlier that it might be against RCW to change the hours from what the state had approved (8AM to 12AM), but learned that it is allowable as long as it is reasonable.

Motion made by Commissioner Richards, seconded by Commissioner Andes, to identify the area in Alternative Retail Boundary 3 with the restricted hours of operation between 10AM and 8PM.

Discussion Commissioner Hoen disagreed with changing the hours, but said he would go with the will of the Commission.

Motion passed (5-1) with Commissioners Hoen, Andes, Richards, Leifer, and Smith, voting in support and Commissioner Lebo voting against the motion.

There was a moment of silence for the victims of the tragedy in Oso.

CITY COUNCIL AGENDA ITEMS AND MINUTES

ADJOURNMENT

Motion made by Commissioner Richards, seconded by Commissioner Hoen, to adjourn the meeting at 8:36 p.m. Motion passed unanimously.

NEXT MEETING:

April 8, 2014


Chris Holland, Planning Manager, for Laurie Hugdahl, Recording Secretary

Marijuana Facility Development Standards

Section 1. MMC 22A.020.040 is hereby amended by amending Section "C" definitions to amend the following definition:

"Cannabis or Marijuana" means all parts of the plant cannabis, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. For the purposes of this definition, "cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks, except the resin extracted therefrom, fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. The term "cannabis" includes cannabis products and usable cannabis.

"Child care center" (definition related to recreational marijuana facilities regulations only) means an entity that regularly provides child day care and early learning services for a group of children for periods of less than twenty-four hours licensed by the Washington state department of early learning under chapter 170-295 WAC.

Section 2. MMC 22A.020.060 is hereby amended by amending Section "E" definitions to add the following definitions:

"Elementary school" (definition related to recreational marijuana facilities regulations only) means a school for early education that provides the first four to eight years of basic education and recognized by the Washington state superintendent of public instruction.

Section 3. MMC 22A.020.080 is hereby amended by amending Section "G" definitions to add the following definitions:

"Game arcade" (definition related to recreational marijuana facilities regulations only) means an entertainment venue featuring primarily video games, simulators, and/or other amusement devices where per-sons under twenty-one years of age are not restricted.

Section 4. MMC 22A.020.130 is hereby amended by amending Section "L" definitions to add the following definitions:

"Library" (definition related to recreational marijuana facilities regulations only) means an organized collection of resources made accessible to the public for reference or borrowing supported with money derived from taxation.

Section 5. MMC 22A.020.140 is hereby amended by amending Section "M" definitions to add the following definitions:

"Marijuana Use" includes an store, agency, organization, dispensary, cooperative, network consultation, operation, or other business entity, group or person, no matter how described or defined, including any associated premises and equipment which has for its purpose or which is used to grow, select, measure, process, package, label, deliver, dispense, sell or otherwise transfer for consideration, or otherwise, marijuana in any form.

"Marijuana processor" means a person licensed by the State Liquor Control Board to process marijuana into useable marijuana and marijuana-infused products, package and label useable marijuana and marijuana-infused products for sale in retail outlets, and sell useable marijuana and marijuana-infused products as wholesale to marijuana retailers.

"Marijuana producer" means a person licensed by the State Liquor Control Board to produce and sell marijuana at wholesale to marijuana processors and other marijuana producers.

"Marijuana-infused products" means products that contain marijuana or marijuana extracts and are intended for human use. The term "marijuana infused products" does not include useable marijuana.

"Marijuana retailer" means a person licensed by the State Liquor Control Board to sell useable marijuana and marijuana-infused products in a retail outlet.

Section 6. MMC 22A.020.170 is hereby amended by amending Section "P" definitions to add the following definitions:

"Playground" (definition related to recreational marijuana facilities regulations only) means a public outdoor recreation area for children, usually equipped with swings, slides, and other playground equipment, owned and/or managed by a city, county, state, or federal government.

"Public park" (definition related to recreational marijuana facilities regulations only) means an area of land for the enjoyment of the public, having facilities for rest and/or recreation, such as a base-ball diamond or basketball court, owned and/or managed by a city, county, state, federal government, or metropolitan park district. Public park does not include trails.

"Public transit center" (definition related to recreational marijuana facilities regulations only) means a facility located outside of the public right of way that is owned and managed by a transit agency or city, county, state, or federal government for the express purpose of staging people and vehicles where several bus or other transit routes converge. They serve as efficient hubs to allow bus riders from various locations to assemble at a central point to take advantage of express trips or other route to route transfers.

Section 7. MMC 22A.020.190 is hereby amended by amending Section "R" definitions to add the following definition:

"Recreation center or facility" (definition related to recreational marijuana facilities regulations only) means a supervised center that provides a broad range of activities and events intended primarily for use by persons under twenty-one years of age, owned and/or managed by a charitable nonprofit organization, city, county, state, or federal government.

"Retail outlet" means a location licensed by the State Liquor Control Board for the retail sale of useable marijuana and marijuana-infused products.

Section 8. MMC 22A.020.200 is hereby amended by amending Section "S" definitions to add the following definition:

"Secondary school" (definition related to recreational marijuana facilities regulations only) means a high and/or middle school: A school for students who have completed

their primary education, usually attended by children in grades seven to twelve and recognized by the Washington state superintendent of public instruction.

Section 9. MMC 22A.020.220 is hereby amended by amending Section "U" definitions to add the following definition:

"Useable marijuana" means dried marijuana flowers. The term "usable marijuana" does not include marijuana-infused products.

Section 10. A new section MMC 22C.190.030 "Prohibited Home Occupations" is hereby created as follows:

MMC 22C.190.030 Prohibited Home Occupations.

Prohibited home occupations are enterprises which may create objectionable noise, fumes, odor, dust or electrical interference and may involve hazardous materials or on-site storage of petroleum products, and which are not compatible with residential development. The following is a nonexhaustive list of examples of such prohibited enterprises:

- (1) Automobile, truck and heavy equipment repair;
- (2) Autobody work or painting;
- (3) Parking and storage of heavy equipment;
- (4) Storage of building materials for use on other properties;
- (5) Marijuana production, processing or retail facility; or
- (6) Similar types of enterprises.

Section 13. MMC Section 22C.010.060 table entitled "Permitted uses" in Residential Zones is hereby amended to add new provisions to the table as follows (All other provisions of MMC 22C.010.060 table entitled "Permitted uses" remain unchanged and in effect):

| | | | | <u>WR</u> <u>R-4-</u> | | | | <u>WR</u> <u>R-6-</u> | <u>R-</u> |
|---|--------------|--------------|------------|--------------------------|-------------|-------------|-------------|--------------------------|------------|
| <u>Specific Land Use</u> | <u>R-4.5</u> | <u>R-6.5</u> | <u>R-8</u> | <u>8</u> | <u>R-12</u> | <u>R-18</u> | <u>R-28</u> | <u>18</u> | <u>MHP</u> |
| <u>Government/Business Service Land Uses</u> | | | | | | | | | |
| <u>State-Licensed Marijuana Facilities:</u> | | | | | | | | | |
| <u>Marijuana Processing Facility – Indoor Only (48)</u> | | | | | | | | | |
| <u>Marijuana Production Facility – Indoor Only (48)</u> | | | | | | | | | |
| <u>Marijuana Retail Facility (48)</u> | | | | | | | | | |

Section 14. MMC Section 22C.010.070 entitled "Permitted uses – Development conditions" is hereby amended to add a new footnote (48) which shall read as follows (All other provisions of MMC 22C.010.070 remain in effect and unchanged):

(48) No person or entity may produce, grow, manufacture, process, accept donations for, give away or sell marijuana or marijuana infused products within Residential zones in the City.

Section 15. MMC Section 22C.020.060 table entitled "Permitted uses" in Commercial, Industrial, Recreation and Public Institutional Zones is hereby amended to add new provisions to the table as follows (all other provisions of MMC 22C.020.060 table entitled "Permitted uses" remain unchanged and in effect):

| Specific Land Use | NB | CB (63) | GC | DC | MU (63) | BP | LI | GI | REC | P/I |
|---|----|------------|----|----|------------|----|----|----|-----|-----|
| Government/Business Service Land Uses | | | | | | | | | | |
| <u>State-Licensed Marijuana Facilities:</u> | | | | | | | | | | |
| <u>Marijuana Processing Facility – Indoor Only (69)</u> | | | | | | | P | | | |
| <u>Marijuana Production Facility – Indoor Only (69)</u> | | | | | | | P | | | |
| <u>Marijuana Retail Facility (69)</u> | | | P | | | | | | | |

Section 16. MMC Section 22C.020.070 entitled "Permitted uses – Development conditions" is hereby amended to add a new footnote 69 which shall read as follows:

(69) State-Licensed Marijuana Facilities must obtain a marijuana facility permit from the city and comply with the development standards outlined in Chapter 22C.280 MMC.

Section 17. A new Chapter 22C.280 MMC "State-Licensed Marijuana Facilities" is hereby created as follows:

Chapter 22C.280
State-Licensed Marijuana Facilities

Sections:

22C.280.010 Purpose.

22C.280.020 Permit review process.

22C.280.030 Development standards.

22C.280.040 Marijuana retail facility map.

22C.280.050 Marijuana processing and production facility map.

22C.280.010 Purpose.

The purpose of this chapter is to outline the development standards and citing of marijuana facilities within the City of Marysville.

22C.280.020 Permit review process.

- (1) A marijuana facility permit shall be required prior to establishing such a use. The prospective marijuana facility operator (property owner or lessee), shall apply for the marijuana facility permit and shall be responsible for compliance with all conditions of the permit.
- (2) Application process.
 - (a) A marijuana facility permit shall be processed as set forth in Chapter 22G.010 MMC, Article V, Code Compliance and Director Review Procedures.
 - (b) Application fees. Permit processing fees for a marijuana facility shall be established in MMC 22G.030.020.

Comment [c1]: PC Recommended requiring applicants to obtain a marijuana facility permit from the City, in order for City Departments to have an opportunity to review, prior to establishing a marijuana facility.

- (c) If the marijuana facility permit application meets all of the requirements specified in MMC 22C.280.020(3), then the application shall be deemed complete and the community development department shall circulate copies of the application materials to relevant city departments who shall review the application and furnish the community development department with a report as to the effect of the proposed use on the public health, safety and general welfare, and containing their recommendations as to the approval of the permit.
- (d) Decision. If the community development director finds that appropriate provisions have been made according to the requirements of MMC 22C.280.030, then the marijuana facility permit shall be granted. If the community development director finds that the proposed marijuana facility does not make appropriate provisions according the requirements of MMC 22C.280.030, the city may disapprove or return it to the applicant for modification and conditions of approval.
- (e) Public notice. A marijuana facility permit is exempt from the public notice requirements set forth in MMC 22G.010.090 and MMC Section 22G.010.150.
- (f) Appeals. Decisions of the community development director may be appealed. Such appeals shall be heard and decided by the hearing examiner in accordance with procedures set forth in Chapter 22G.060 MMC, Hearing Examiner.
- (3) Application submittal.
 - (a) The applicant shall be required to submit a land use application, supplied by the community development department.
 - (b) The applicant shall specifically describe, to the satisfaction of the community development director, how the proposed marijuana facility complies with the development standards outlined in MMC 22C.280.030.
 - (c) Site plan. The applicant shall provide an accurate site plan containing the following information:
 - (i) The name or title of the proposed marijuana facility;
 - (ii) The date, north arrow and appropriate engineering scale as approved by the community development department (e.g., one inch equals 20 feet; one inch equals 30 feet; one inch equals 40 feet; one inch equals 50 feet; one inch equals 60 feet);
 - (iii) Property lines and dimensions;
 - (iv) Adjacent land use(s) within 1,000 feet of proposed site boundary;
 - (v) Existing and proposed structure location(s) and size;
 - (vi) Floor plan identifying the proposed use(s);
 - (vii) Location and name of existing and proposed streets and right-of-way;
 - (viii) The location of existing driveways;
 - (ix) All easements and uses include the references to auditor's file numbers;
 - (x) Existing and proposed utility services; and
 - (xi) Fire hydrant location and distance.
 - (d) The applicant shall provide their approved state-licensed marijuana facility permit.
- (4) Failure to Comply. If a marijuana facility permit has been issued, and the community development director determines that the applicant has violated any conditions of that permit, the director shall issue a notice of violation and required compliance in accordance with the procedures set forth in Chapter 4.02 MMC, Enforcement Procedures. Failure to correct the violation after a reasonable time

for compliance shall result in revocation of the permit. In such an event all activities associated with the marijuana facility shall cease immediately.

22C.280.030 Development standards.

All state-licensed marijuana facilities shall meet the following development standards:

- (1) All facilities must be state-licensed and comply with all requirements of state law and the Washington State Liquor Control Board's regulations for state-licensed marijuana facilities.
- (2) No marijuana facility shall be allowed in a Residential (R) zone.
- (3) No marijuana facility shall be allowed as a home occupation.
- (4) No marijuana facility shall be located in a mobile or temporary structure.
- (5) No marijuana facility shall locate on a site or building with non-conforming status.
- (6) No marijuana facility shall be an accessory use to a primary use.
- (7) Location:
 - (a) A marijuana retail facility shall not be allowed on a single parcel which contains a marijuana processing facility, or marijuana production facility. A marijuana processing facility and a marijuana production facility can be located on a single parcel only if located within the same fully-enclosed and secure building.
 - (b) Marijuana processing facilities, production facilities and retail facilities shall be located in a fully-enclosed and secure building. Outdoor marijuana, processing facilities, production facilities and retail facilities shall be prohibited.
 - (c) A marijuana retail facility shall only be allowed to locate within the General Commercial zones as mapped in MMC 22C.280.040.
 - (d) Marijuana processing facilities and marijuana production facilities shall only be allowed to locate within the mapped areas identified in MMC 22C.280.050.
 - (e) A state-licensed marijuana facility shall not be located within 1,000 feet of the perimeter of a parcel, which has at least one of the land uses listed below:
 - (i) Elementary or secondary school (public or private);
 - (ii) Playground;
 - (iii) Recreation center or facility;
 - (iv) Child care center;
 - (v) Public park;
 - (vi) Any public or regional trail;
 - (vii) Public transit center;
 - (viii) Library;
 - (ix) Any game arcade, which allows admission to persons less than 21 years of age;
 - (x) Any legally permitted church, synagogue or temple, not operated as a home-occupation.
- (8) Hours. A marijuana retailer licensee may sell usable marijuana, marijuana-infused products, and marijuana paraphernalia between the hours of 10:00 a.m. and 8:00 p.m.
- (9) Size: State-licensed marijuana production facilities shall be limited to a total of 2,000 square feet of plant canopy or less.
- (10) No production, processing or delivery of marijuana may be visible to the public nor may it be visible through windows.
- (11) All fertilizers, chemicals, gases and hazardous material shall be handled in compliance with all applicable local, state and federal regulations and shall not be allowed to enter a sanitary sewer or stormwater system nor be released into the atmosphere outside of the structure where the facility is located.

Comment [c2]: PC added trails, as it was not included in the WSLCB Rules.

Comment [c3]: PC added churches, as it was not included in the WSLCB Rules.

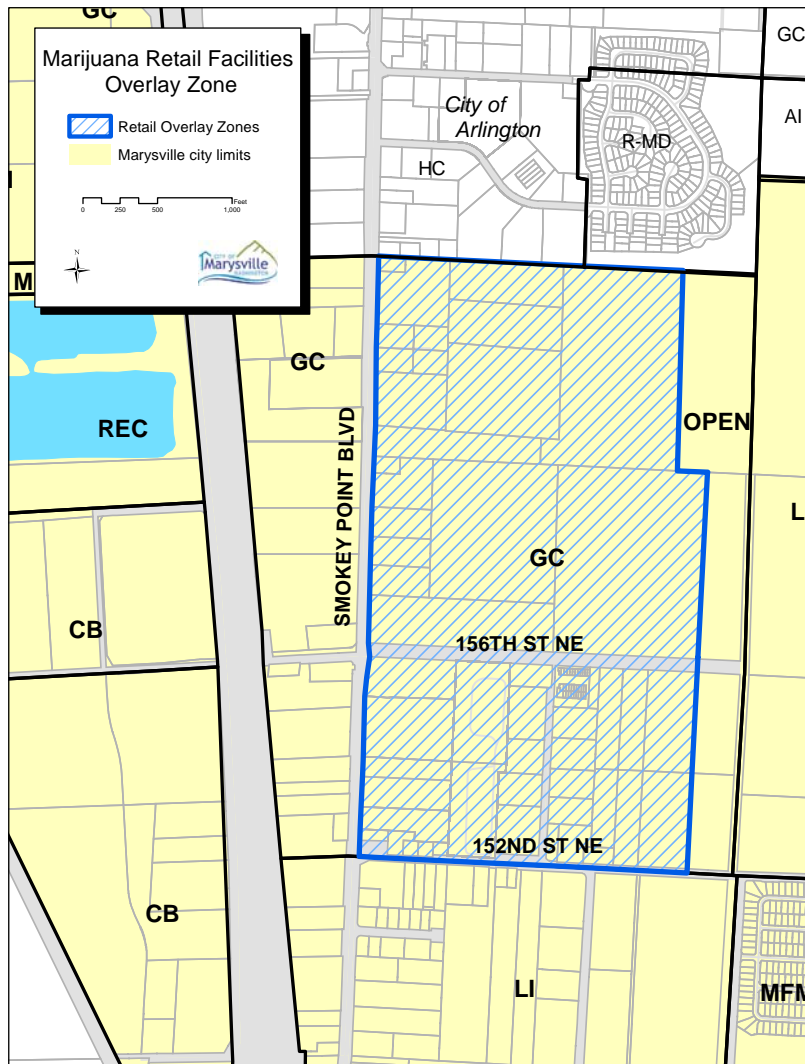
Comment [c4]: WAC 314-55-147 allows store hours from 8AM to 12AM

Comment [c5]: PC recommended a maximum canopy of 2,000 SF (Tier 1). Tier 2 (2,000 – 10,000 SF) and Tier 3 (10,000 – 30,000 SF) allowed by the WSLCB.

- (12) No odors shall be allowed to migrate beyond the interior portion of the structure where a marijuana facility is located.
- (13) No use that constitutes or purports to be a marijuana producer or processor engaged in activity prior to the enactment of the ordinance shall be deemed to have been a legally established use and cannot claim legal nonconformance.
- (14) A City of Marysville business license pursuant to Chapter 5.02 MMC and a state license pursuant to Chapter 314-55 WAC shall be obtained prior to the start of marijuana facility operations.
- (15) All marijuana facilities shall comply with Chapter 19.27 RCW, State Building Code, and Title 16 MMC, Building. Appropriate permits shall be obtained for all changes of use, tenant improvements, mechanical system improvements, electrical upgrades and similar work.
- (16) Advertising. In accordance with WAC 314-55-155, each state-licensed retail facility may have one sign, limited to sixteen hundred square inches (11.11 square feet), identifying the retail outlet by the licensee's business name or trade name that is affixed or hanging in the windows or on the outside of the premises that is visible to the general public from the public right-of-way. Pursuant to MMC 22C.160.030 is shall be unlawful to erect or display a sign in the city without a sign permit issued by the community development department.

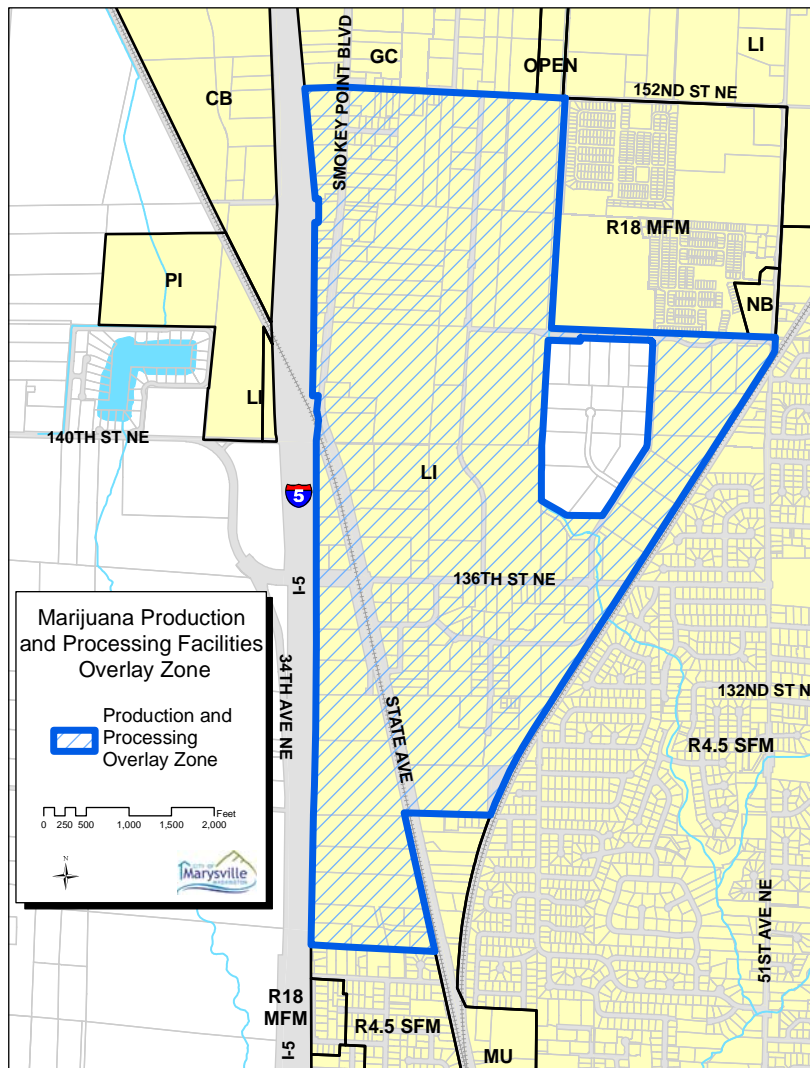
22C.280.040 Marijuana retail facility map.

Marijuana retail facilities shall be allowed to be established if in compliance with all of the application provisions outlined in MMC 22C.280.030, and only if located within the following mapped area(s):



22C.280.050 Marijuana processing and production facility map.

Marijuana processors and producers shall be allowed to be established if in compliance with all of the application provisions outlined in MMC 22C.280.030, and only if located within the following mapped area(s):



Section 18. MMC Section 22G.010.300 entitled “Code compliance review – Actions subject to review” is hereby amended as follows:

22G.010.300 Code compliance review – Actions subject to review.

The following actions shall be subject to administrative review by the community development director, or designee, for determining compliance with the provisions of this title and/or any applicable development conditions which may affect the proposal:

- (1) Building permits;
- (2) Grading permits; ~~and~~
- (3) Temporary use permits; ~~and~~
- (4) Marijuana facility permits.

Section 19. MMC Section 22G.030.020 entitled “General fee structure” is hereby amended as follows (all other provisions of MMC 22G.030.020 table entitled “General fee structure” remain unchanged and in effect):

22G.030.020 General fee structure.

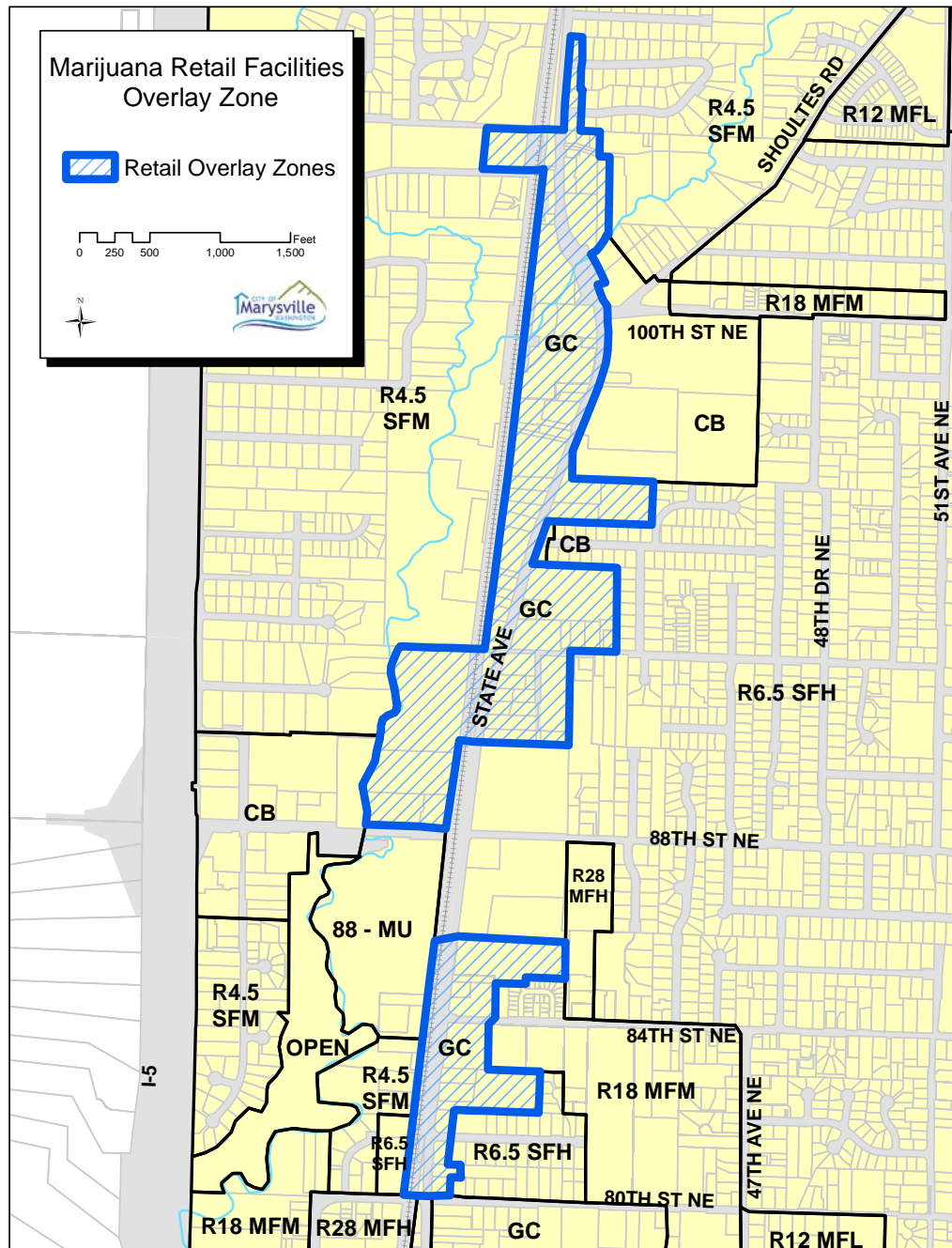
The community development department is authorized to charge and collect the following fees:

| Type of Activity | Fee |
|---|----------|
| Land Use Review Fees | |
| Administrative approval (bed and breakfast, accessory dwelling unit, <u>marijuana facility permit</u> or similar request) | \$250.00 |

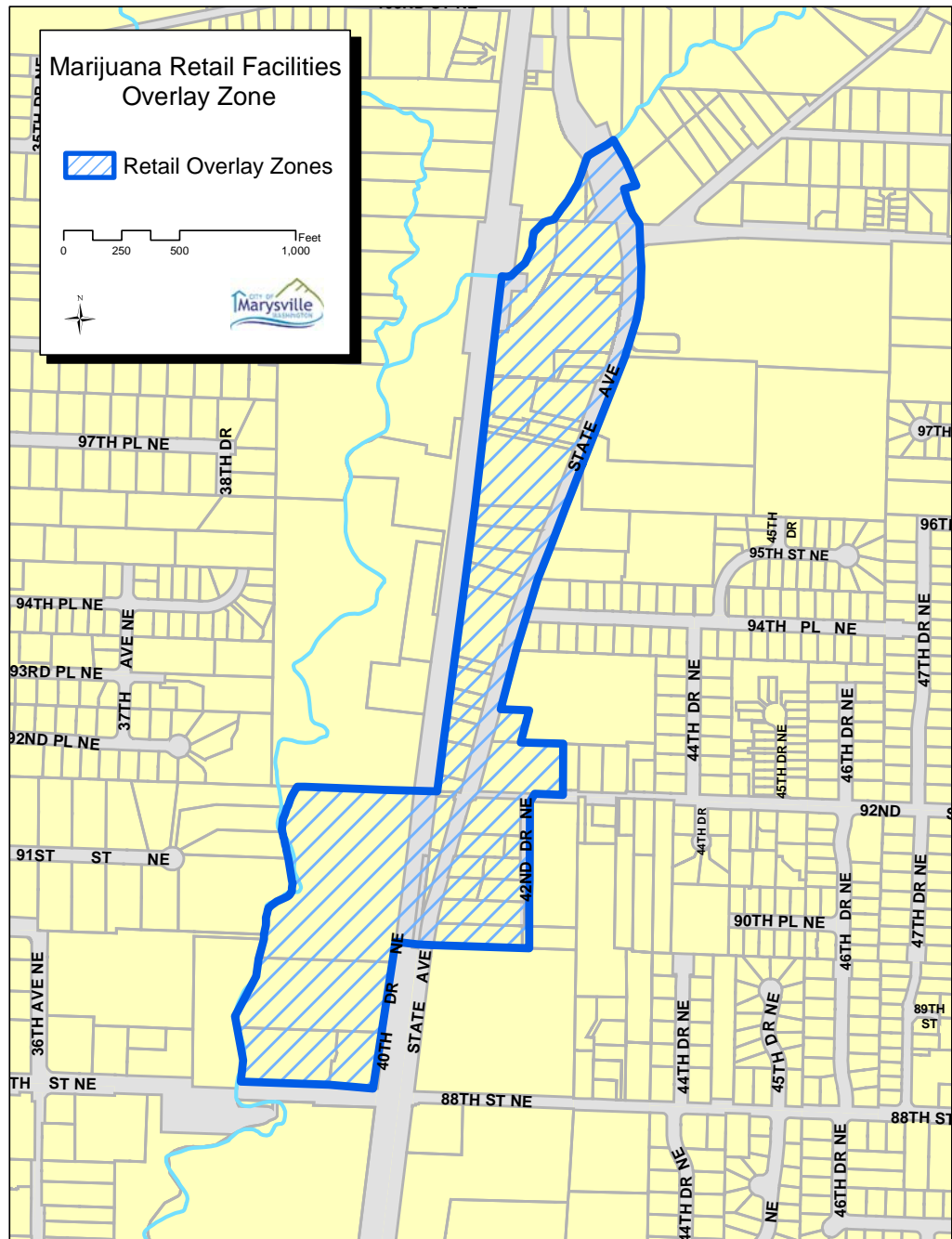
Section 20. MMC Section 22G.010.150 entitled “Administrative approvals without notice” is hereby amended as follows:

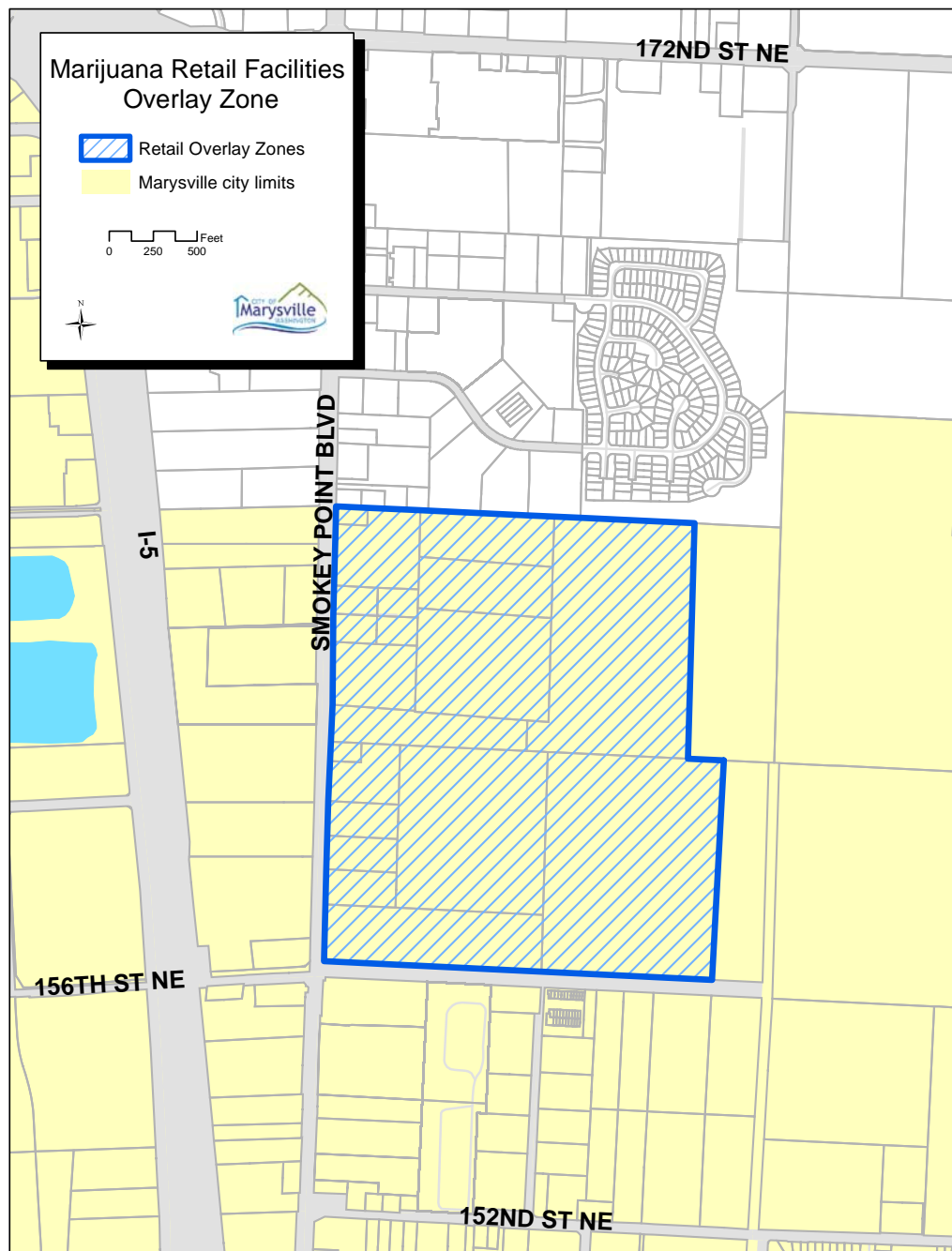
- (1) The director may approve, approve with conditions, or deny the following without notice:
 - (a) Boundary line adjustments;
 - (b) Extension of time for approval;
 - (c) Minor amendments or modifications to approved developments or permits.
Minor amendments are those which may affect the precise dimensions or location of buildings, accessory structures and driveways, but do not:
 - (i) Affect overall project character;
 - (ii) Increase the number of lots, dwelling units, or density; or
 - (iii) Decrease the quality or amount of open space;
 - (d) Home occupations;
 - (e) Critical areas management determinations made by the community development director pursuant to [Chapter 22E.010 MMC](#);
 - (f) Bed and breakfast permits;
 - (g) Accessory dwelling units;
 - (h) Site plan with commercial, industrial, institutional (e.g., church, school) or multiple-family building permit if permitted outright;
 - (i) Site plan with administrative conditional use permit; and
 - (j) A marijuana facility permit.
- (2) Director’s decisions under this section shall be final on the date issued.

ORIGINALLY PROPOSED RETAIL BOUNDARY



ALTERNATIVE RETAIL BOUNDARY 1



ALTERNATIVE RETAIL BOUNDARY 2

PC RECOMMENDED - RETAIL BOUNDARY 3

