

**Marysville City Council Meeting**

**July 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 Awards.
- B. Volunteer of the Month.
- C. Citizen Award.

**Audience Participation**

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

- 1. Approval of the July 7, 2014 City Council Work Session Minutes.

**Consent**

- 2. Approval of the July 9, 2014 Claims in the Amount of \$552,647.03; Paid by Check Number's 93263 through 93411 with No Check Numbers Voided.
- 3. Approval of the July 16, 2014 Claims in the Amount of \$723,593.00; Paid by Check Number's 93412 through 93556 with Check Number's 82356 and 89602 Voided.
- 4. Approval of the July 23, 2014 Claims in the Amount of \$299,908.68; Paid by Check Number's 93557 through 93721 with No Check numbers Voided.
- 5. Approval of the July 18, 2014 Payroll in the Amount of \$901,526.53; Paid by Check Number's 27958 through 28012 with Check Number's 27722 and 27603 Voided and Reissued with Check Number's 27956 and 27957.

**Review Bids**

**Public Hearings**

## Marysville City Council Meeting

July 28, 2014

7:00 p.m.

City Hall

### New Business

6. Consider Professional Services Agreement in the Amount of \$375,672.00 with TCA Architecture Planning Inc. for Planning Programming and Design Services Related to the Retrofit of the Existing Waste Water Treatment Plant Office Building.
7. Consider a Professional Services Agreement with Kaplan McLaughlin Diaz, Inc. for Planning, Programming, and Design Services Related to the Retrofit and Expansion of the Jail and Public Safety Building.
8. Consider a Professional Services Agreement with Transpo Group USA, Inc. for Consultant Services on the Marysville Transportation Comprehensive Plan Update.
9. Consider a Professional Services Agreement between the City of Marysville and Billing Documents Specialist.
10. Consider a **Resolution** of the City of Marysville, Washington Adopting New Standards for the Delivery of Public Defender Services Pursuant to RCW 10.101.030.
11. Consider a **Resolution** relating to Public Records; Adopting Public Records Act Rules; Issuing a formal order that maintaining an index would be unduly burdensome, ordering publication of this Resolution and the Public Records Act Rules and Appointing the City Clerk as the Public Records Officer.
12. Consider an **Ordinance** Repealing Chapter 1.16 of the Marysville Municipal Code entitled "Public Records" and establishing an effective date.
13. Consider an **Ordinance** of the Authorizing the Condemnation, Appropriation, taking Damaging and Acquisition of Land and Other Property for the Purpose of Widening State Avenue from Three Lanes to Five Lanes and Constructing Curbs, Gutters and Sidewalks, from Approximately 116<sup>th</sup> Street NE to Approximately 136<sup>th</sup> Street NE, and Repealing Ordinance Number 2703.
14. Consider an **Ordinance** of the Authorizing the Condemnation, Appropriation, taking Damaging and Acquisition of Land and Other Property for the Purpose of Widening State Avenue from Three Lanes to Five Lanes and Constructing Curbs, Gutters and Sidewalks, from Approximately 116<sup>th</sup> Street NE to Approximately 136<sup>th</sup> Street NE, and Repealing Ordinance Number 2685.
15. Consider an **Ordinance** of the City of Marysville, Washington, relating to contracting indebtedness; amending provisions of Ordinance No. 2957 that authorized the issuance, sale and delivery of not to exceed \$8,254,825 aggregate principal amount of local improvement district bonds; and providing for other matters properly related thereto, all as more particularly set forth herein.

**Marysville City Council Meeting****July 28, 2014****7:00 p.m.****City Hall**

21. Bee Regulations.

**Legal****Mayor's Business**

16. Fireworks Law Review.

17. Planning Commission Reappointments: Katherine Smith and Roger Hoen.

18. Hotel/Motel Appointments: Jennifer Caveny, Carol Kapua, Mary Kirkland, and Charles Lee.

19. Library Board Appointment: Cheryl Deckard.

20. Salary Commission Appointment: Steve Edin.

**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.

# *Index #1*



COUNCIL



*DRAFT*  
MINUTES

**Work Session**  
*July 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:** Jon Nehring

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

**Absent:** None

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

**Committee Reports**

None

**Approval of the Agenda**

**Motion** made by Councilmember Muller, seconded by Councilmember Wright, to approve the agenda. **Motion** passed unanimously (7-0).

**Committee Reports**

None

**Presentations**

**Discussion Items****Approval of Minutes**

1. Approval of the June 16, 2014 City Council Meeting Minutes.
2. Approval of the June 23, 2014 City Council Meeting Minutes.

**Consent**

3. Approval of the June 18, 2014 Claims in the Amount of \$377,972.74; Paid by Check Number's 92807 through 92937 with No Check Number's Voided.
4. Approval of the June 25, 2014 Claims in the Amount of \$1,807,438.93; Paid by Check Number's 92938 through 93117 with Check Number 92777 Voided.
5. Approval of the June 20, 2014 Payroll in the Amount of \$1,010,585.29; Paid by Check Number's 27839 through 27896.
6. Approval of the July 3, 2014 Payroll in the Amount of \$1,634,196.87; Paid by Check Number's 27897 through 27955.

**Review Bids**

7. Consider Awarding the 88th St NE and 55th Ave NE Intersection Improvements contract with SRV Construction, Inc. in the amount of \$780,559.64 including Washington State Sales Tax and approve a management reserve of \$69,440.36 for a total allocation of \$850,000.00.

Director Nielsen stated that this is for a signal going in at 88<sup>th</sup> Street and 55<sup>th</sup> Avenue NE. Most of this is funded by TIB with a city match.

8. Consider Awarding the 2014 Pavement Preservation Program in the Amount of \$1,084,242.55 to CEMEX Inc. Including \$100,000 in Management Reserves for a Total Allocation of \$1,184,242.55.

Director Nielsen explained that this is for the overlay program for the TBD. Streets that will be paved include: Grove, 108<sup>th</sup>, State Avenue from 88<sup>th</sup> to 92<sup>nd</sup>, and 8<sup>th</sup> Street. Director Nielsen announced that the City received a grant for 67<sup>th</sup> from 88<sup>th</sup> to 108<sup>th</sup> for overlays, but that project will happen next year. The rest will be happening soon.

9. Consider Awarding the Hybrid Automated Meter Infrastructure System to HD Supply Waterworks in the Amount of \$424,446.81, Including Washington State Sales Tax.

This is in support of the PUD transition area. This will leave the meters in place, but reformat the bottoms of them so they will read in the correct format needed for billing and also so they will actually be AMRs (Automatic Meter Reading). He thanked Grant Weed and billing staff for their help with this.

Mayor Nehring asked if this would help to identify spikes in water usage in order to notify people about possible leaks. Finance Director Langdon replied that they can do it now with a little additional training with the upgrade they received, but this new system will have those features also. Director Nielsen confirmed that it would.

## **Public Hearings**

### **New Business**

10. Consider the Marysville Downtown Merchants Association to Conduct a Special Event on August 8, August 9, and August 10, 2014, Including the Street Closure of 3rd Street between State Avenue and Alder Avenue, as well as on Columbia Avenue from the Alley between 2nd Street and 3rd Street to the Alley between 3rd Street and 4th Street, as Requested by the Applicant.

CAO Hirashima explained that this is the permit related to Homegrown. Staff is recommending approval.

11. Consider the Quilceda Carvers to Conduct a Special Event Permit on July 25-27, 2014 at 1410 Grove Street (Previously Dunn Lumber Building).

CAO Hirashima explained this has gone through all the departments and has received a recommendation for approval for the event.

12. Consider Renewing the Interlocal Agreement with the Snohomish Regional Drug and Gang Task Force.

Chief Smith stated that there is an increase of about \$400 from last year due to population increase. There were several other changes which were also reviewed. City Attorney Grant Weed explained that he had compared the prior agreement to this one to determine the changes. He thinks the changes are all positive ones which make for a better agreement. He recommended approval of the Agreement.

13. Consider an Ordinance of the City of Marysville Relating to Public Records; Adopting Public Records Act Rules, Issuing a Formal Order that Maintaining an Index Would Be Unduly Burdensome, and Reenacting Chapter 1.16 of the Marysville Municipal Code; Providing for Severability; and Establishing an Effective Date.

Finance Director Langdon explained that staff is in the process of updating the Public Records Act. This Ordinance adopts the Model Rules that were adopted by the Attorney

# DRAFT

General's office and allows the City to adjust fees as necessary through the City Clerk's office.

Grant Weed commented that his office is currently going through this document. Finance Director Langdon commented that the Court is under a different Records Act which is identified in this document.

14. Consider the Professional Services Agreement with Maul Foster Alongi Consultants on the Geddes Marina Integrated Planning and Brownfield Cleanup.

Engineering Services Manager Shawn Smith explained the City received two grants for the cleanup at Geddis Marina – one from the Department of Ecology and one from EPA. This Agreement is to hire a consultant to help with the cleanup plan and design.

## Legal

### Mayor's Business

- The spray park opened on June 26. Thanks to Jim Ballew, Kevin Nielsen, Gloria Hirashima, the Police Department, and the City Council for their work on this. It is being well used as the heat wave has rolled through and is a great asset to the community.
- He attended the ribbon cutting at Caramel's Kaffe. It has a lot of character and would be great to see them do well.
- The annual Relay for Life was a successful event for the community.
- Marysville will be hosting the Snohomish County Cities dinner at the golf course on Thursday, July 17 on the patio.

### Staff Business

Sandy Langdon:

- The records class required for elected officials has spaces this Wednesday in Everett.
- The TBD notification mailing will go out this week.

Jim Ballew:

- He gave an update on the spray park. Hundreds of people have attended each sunny day. This has actually changed the area culturally. Parks will start looking at some of the impacts related to that.
- Parks had some challenges this year from fireworks resulting in damage in several locations. A full report will be coming soon.
- Starting this weekend several events will be starting up including Junk in the Trunk, Pooch-a-Palooza, concerts, outdoor movies, and camps. On August 2, the Chairman of the Park and Recreation Advisory Board will be doing an open house as a fundraiser for the benefit of the Food Bank.
- The gateway sign at Wal-Mart has been installed.

# DRAFT

- Transients down at the waterfront have been pretty active, and this is impacting use in that area.

Grant Weed announced that tomorrow is the day that those who have been issued licenses by the state can begin to sell retail marijuana. He knows of at least two lawsuits that have been filed in the State of Washington against two cities regarding a ban and a rolling moratorium. His office is monitoring that and watching what is going on.

Chief Smith:

- Thanks to the Council for the courage to take a stand against marijuana in Marysville.
- There were nine fire-related incidents and one injury in Marysville. He reviewed the fireworks-related citation statistics. 28 people were cited in the weeks surrounding July 4. About 30 warnings were give on July 4. This was more than double what was done in the past.
- On the week of June 16-19, the NITE Team worked with the US Marshal's Office and the County to accomplish Operation Northern Surge. They worked together to arrest 30 people and confiscated heroin, meth, and a Snohomish County Sheriff's Deputy badge.
- NITE Team made 68 arrests in the month of June. Five were for possession of stolen property and one was for burglary.
- In the month of June detective statistics showed that there were less major crimes sent to detectives than there have been within the past year. He hopes the downward trend continues. He is very happy with the work his department has been doing.

Kevin Nielsen:

- Public Works ran sweepers on Saturday to get the city cleaned up from fireworks after the 4<sup>th</sup> of July.
- His staff is working with Jim Ballew on parking issues at the spray park.
- There are several homeless camps throughout the City. This is an issue that is being worked on.
- There is a new signal at 27th and 169<sup>th</sup>.
- A new drop lane to Crystal Tree Village in Lakewood Commons was installed.
- There will be a Public Works meeting this Friday.

Gloria Hirashima:

- Thanks to everyone for the helping with the spray park. It has been astonishing to see the amount of people who have been congregating there.
- Thanks to Chief Smith and Jim Ballew for keeping track of all the stuff going on in the City.
- Great job to everyone for their work on the fireworks this year.
- The signal mentioned by Director Nielsen was developer-installed as part of the conditions for their development approval.

## **Call on Councilmembers**

Donna Wright commented that what bothers her most about the 4<sup>th</sup> of July is the mess people leave behind. She recommended having a campaign to encourage people to clean up after themselves.

Rob Toyer had no comments.

Michael Stevens asked about an ETA on the fire annexation study report. Finance Director Langdon replied they are supposed to have a draft by mid-July.

Jeff Seibert:

- He joked that the positive part of fireworks this year is that they appear to be using more mortar and fewer rockets so there is less debris to pick up in his yard.
- Thanks to Chief Smith for the information. He is glad to see the enforcement being ramped up.
- He may not be able to attend the Public Works meeting due to work obligations.

Steve Muller asked if there have been any vendor requests related to the spray park. Director Ballew replied that there have been, but staff is not taking any applications at this time.

Kamille Norton asked if the drainage problem had been fixed. Jim Ballew said they are looking at changing the heads out to reduce the flow and putting new concrete in the area in with another drain.

Jeff Vaughan:

- Cedarcrest Vista was not on the list of incidents that the fire district reported, but they had a fairly significant fire there. He commented that Cedarcrest Vista was packed with people doing fireworks. He referred to an email from a woman in Donna's neighborhood who talked about the changes in behavior he has noticed. He wondered what would happen if staff just focuses on city parks and makes sure those are safe on the 4<sup>th</sup> of July.
- There are a lot of unreported injuries that the fire department doesn't respond to. He is aware of three personally.

CAO Hirashima added that Mayor Nehring had shared with her information about pollution on the 3<sup>rd</sup> and 4<sup>th</sup> of July. The particulate levels were horrendous on those two days.

## **Executive Session**

- A. Litigation
- B. Personnel

C. Real Estate

**Adjournment**

Seeing no further business Mayor Nehring adjourned the meeting at 7:41 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: July 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 **July 9, 2014** claims in the amount of **\$552,647.03** paid by **Check No.'s 93263 through 93411 with no Check No. voided.**

## COUNCIL ACTION:

BLANKET CERTIFICATION  
**CLAIMS**  
FOR  
**PERIOD-7**

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 **\$552,647.03 PAID BY CHECK NO.'S 93263 THROUGH 93411 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 **28<sup>th</sup> DAY OF JULY 2014.**

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

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

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

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

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

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

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

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 7/3/2014 TO 7/9/2014**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
93263	ADVANTAGE BUILDING S	JANITORIAL SERVICES	COMMUNITY CENTER	50.00
93264	ALTISOURCE SINGLE FA	UB 270550000000 5233 119TH PL	WATER/SEWER OPERATION	49.76
93265	AMERICAN SOCCER COMP	SOCCER BALLS	GENERAL FUND	-16.06
	AMERICAN SOCCER COMP		RECREATION SERVICES	202.72
93266	ARAMARK UNIFORM	UNIFORM SERVICE	MAINTENANCE	11.13
	ARAMARK UNIFORM		EQUIPMENT RENTAL	26.01
93267	ARVID & CAROL SAHLIN	UB 766210800000 6210 80TH AVE	WATER/SEWER OPERATION	58.32
93268	ASL INTERPRETER NETW	INTERPRETER SERVICES	EXECUTIVE ADMIN	184.72
	ASL INTERPRETER NETW		EXECUTIVE ADMIN	184.72
93269	BENS CLEANER SALES	WASH RACK SUPPLIES	MAINT OF GENL PLANT	357.46
93270	BICKFORD FORD	CORE REFUND	EQUIPMENT RENTAL	-325.80
	BICKFORD FORD		EQUIPMENT RENTAL	-325.80
	BICKFORD FORD	PINION SEAL	EQUIPMENT RENTAL	17.35
	BICKFORD FORD	BRAKE PADS	ER&R	65.14
	BICKFORD FORD	BRAKE ROTORS AND BRAKE PADS	ER&R	377.80
	BICKFORD FORD		ER&R	442.96
	BICKFORD FORD		ER&R	442.96
	BICKFORD FORD	INSTRUMENT CLUSTER W/CORE CHAR	EQUIPMENT RENTAL	713.59
	BICKFORD FORD		EQUIPMENT RENTAL	736.29
93271	BREWER, MARTY	USED GOLF BALLS	GOLF COURSE	150.00
93272	BSN SPORTS, INC	STOPWATCHES	RECREATION SERVICES	227.68
93273	CAMP FIRE USA	INSTRUCTOR SERVICES	RECREATION SERVICES	144.00
93274	CAPITAL ONE COMMERC	OPEN HOUSE/REFRESHMENT REIMBUR	RECREATION SERVICES	90.63
	CAPITAL ONE COMMERC		PERSONNEL ADMINISTRATIO	244.05
93275	CARDWELL, IRATXE	INTERPRETER SERVICES	COURTS	100.00
	CARDWELL, IRATXE		COURTS	100.00
	CARDWELL, IRATXE		COURTS	100.00
93276	CARRS ACE	HARDWARE	TRANSPORTATION MANAGEM	32.52
	CARRS ACE		PARK & RECREATION FAC	99.26
	CARRS ACE	PAINT, TAPE, HARDWARE AND SOCK	STREET LIGHTING	169.70
	CARRS ACE	HARDWARE	TRANSPORTATION MANAGEM	195.36
	CARRS ACE	PADLOCKS	ER&R	419.96
93277	CASCADE SEPTIC, LLC	PORTABLE RENTAL AND SERVICING	WATER RESERVOIRS	403.20
93278	CEMEX	SOIL DUMPED @ 11929 STATE-SPIL	STORM DRAINAGE	1,099.95
93279	CENTRAL WELDING SUPP	SAFETY GLASSES	ER&R	122.24
93280	CERTIFIED LAB	SPRAY	MAINTENANCE	222.29
93281	CHAMPION BOLT	HARDWARE	EQUIPMENT RENTAL	29.70
93282	CHEMTRADE CHEMICALS	ALUMINUM SULFATE	WASTE WATER TREATMENT F	4,976.56
93283	CHUCKANUT GOLF CARS	GOLF CART RENTAL	PRO-SHOP	380.00
93284	CONSOLIDATED ELECTRI	LIGHT BULBS	GOLF ADMINISTRATION	63.17
93285	COOP SUPPLY	FERTILIZER	PARK & RECREATION FAC	43.43
	COOP SUPPLY	GRASS SEED	STORM DRAINAGE	65.15
	COOP SUPPLY	RAILROAD TIES	STORM DRAINAGE	119.42
	COOP SUPPLY	FORKS	PARK & RECREATION FAC	234.55
93286	COUGAR TREE SERVICE	TREE REMOVAL	STORM DRAINAGE	1,737.60
93287	COUNTRY GREEN TURF	SOD CUTTERS	PARK & RECREATION FAC	25.85
93288	CUROTTO-CAN, THE	SALES TAX ERROR ON INVOICE 270	ER&R	-5.24
	CUROTTO-CAN, THE		ER&R	-0.91
	CUROTTO-CAN, THE	SALES TAX ON INVOICE 27003335	ER&R	165.56
	CUROTTO-CAN, THE	SALES TAX ON INVOICE 27003297	ER&R	176.24
	CUROTTO-CAN, THE	JOYSTICKS, ASSEMBLY SWITCH AND	ER&R	1,925.99
	CUROTTO-CAN, THE	WEAR STRIPS	ER&R	2,054.57
93289	DIAMOND B CONSTRUCT	ADJUST AIR FLOW	COURT FACILITIES	158.01
	DIAMOND B CONSTRUCT	CHECK AND CLEAN AIR INTAKE	ADMIN FACILITIES	158.01
	DIAMOND B CONSTRUCT	INSPECTION	UTIL ADMIN	263.36
	DIAMOND B CONSTRUCT	REPLACE THERMOSTAT	ADMIN FACILITIES	410.49
	DIAMOND B CONSTRUCT	CHECK AND REPAIR PUMP	PUBLIC SAFETY BLDG.	555.49

**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 7/3/2014 TO 7/9/2014**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
93289	DIAMOND B CONSTRUCT	REPAIR HVAC	PUBLIC SAFETY BLDG.	979.07
93290	DICKS TOWING	TOWING EXPENSE	EQUIPMENT RENTAL	43.44
93291	DOORMAN COMMERCIAL	DOOR AND INSTALLATION	PUBLIC SAFETY BLDG.	960.78
93292	DOPPS, MARIA C.	INTERPRETER SERVICES	COURTS	104.48
93293	DUNLAP INDUSTRIAL	MOWER	WASTE WATER TREATMENT F	403.99
93294	E&E LUMBER	RETURN LUMBER AND POST CAPS	PARK & RECREATION FAC	-27.00
	E&E LUMBER	BIT	PARK & RECREATION FAC	2.91
	E&E LUMBER	HASP	PARK & RECREATION FAC	4.16
	E&E LUMBER	LUMBER	PARK & RECREATION FAC	7.24
	E&E LUMBER	HARDWARE	PARK & RECREATION FAC	15.61
	E&E LUMBER	ADHESIVE	PARK & RECREATION FAC	47.76
	E&E LUMBER	LUMBER	PARK & RECREATION FAC	60.48
	E&E LUMBER	SPRAY, BULB AND GLUE	PARK & RECREATION FAC	72.89
	E&E LUMBER	CLEANING SUPPLIES	PARK & RECREATION FAC	80.21
	E&E LUMBER	PAINTING SUPPLIES	PARK & RECREATION FAC	91.84
	E&E LUMBER	STAIN AND SUPPLIES	PARK & RECREATION FAC	98.77
	E&E LUMBER	IRRIGATION SUPPLIES	PARK & RECREATION FAC	106.02
	E&E LUMBER	LUMBER	PARK & RECREATION FAC	107.86
	E&E LUMBER	TUBE LIGHTS	PARK & RECREATION FAC	120.55
	E&E LUMBER	PLYWOOD AND CUTTING FEE	PUBLIC SAFETY BLDG.	150.04
	E&E LUMBER	DOOR	PARK & RECREATION FAC	205.69
93295	ECONOMIC ALLIANCE	2014 PORT REPORT AND HARBOR CR	CITY COUNCIL	25.00
93296	ENVIRO OPERATING	MICRO C 1000-2 55 GAL DRUMS	WASTE WATER TREATMENT F	666.59
93297	ESRI	WEB BUILDING APPLICATIONS-DOOP	UTIL ADMIN	1,010.00
93298	EVERETT TIRE & AUTO	TIRES (5)	ER&R	599.32
93299	EVERETT, CITY TREAS	WATER FILTRATION CHARGES	SOURCE OF SUPPLY	124,164.49
93300	EWING IRRIGATION	HERBICIDE	PARK & RECREATION FAC	314.63
93301	EXXEL PACIFIC INC.	VILLAS AT LAKEWOOD-REFUND TRAF	ECONOMIC ENVIRONMENT	115,150.00
93302	FELDMAN & LEE P.S.	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	20,000.00
93303	FINLEY, JOSEPH	MILEAGE REIMBURSEMENT	COMPUTER SERVICES	82.32
93304	FRONTIER COMMUNICATI	ACCT #36065173190324995	TRAFFIC CONTROL DEVICES	40.72
	FRONTIER COMMUNICATI	ACCT #36065347410509955	WASTE WATER TREATMENT F	43.33
	FRONTIER COMMUNICATI	ACCT #36065833580311025	POLICE PATROL	43.66
93305	FRONTIER COMMUNICATI	PHONE CHARGES	POLICE ADMINISTRATION	41.15
	FRONTIER COMMUNICATI		POLICE PATROL	41.15
	FRONTIER COMMUNICATI		ADMIN FACILITIES	41.15
	FRONTIER COMMUNICATI		COMMUNICATION CENTER	41.15
	FRONTIER COMMUNICATI		LIBRARY-GENL	41.15
	FRONTIER COMMUNICATI		UTILITY BILLING	41.15
	FRONTIER COMMUNICATI		GENERAL SERVICES - OVERH	41.15
	FRONTIER COMMUNICATI		COMMUNITY DEVELOPMENT-	82.30
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	82.30
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	82.30
	FRONTIER COMMUNICATI		COMMUNITY CENTER	82.30
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	82.30
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	82.30
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT F	164.60
	FRONTIER COMMUNICATI		PARK & RECREATION FAC	205.72
	FRONTIER COMMUNICATI		UTIL ADMIN	287.49
93306	GFOA	GAAFR REVIEW NEWSLETTER	FINANCE-GENL	50.00
93307	GILBERT, LONA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
93308	GMS INDUSTRIAL	HARDWARE	MAINTENANCE	252.39
93309	GOBIN, CHRIS & LAURA	UB 848320820000 8320 82ND ST N	GARBAGE	8.22
	GOBIN, CHRIS & LAURA		WATER/SEWER OPERATION	33.46
93310	GOLDSTREET DESIGN	2014 WATER QUALITY REPORT	WATER QUAL TREATMENT	13,870.51
93311	GOLF SCORECARDS INC	SCORECARDS	GOLF COURSE	-91.31
	GOLF SCORECARDS INC		PRO-SHOP	1,152.96

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 7/3/2014 TO 7/9/2014**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
93312	GONZALES, ANNE & ALE	UB 144513000000 4513 117TH PL	WATER/SEWER OPERATION	208.02
93313	GOVCONNECTION INC	LANGUARD LICENSE RENEWALS	COMPUTER SERVICES	2,530.38
	GOVCONNECTION INC	FIBER	CENTRAL SERVICES	3,123.15
	GOVCONNECTION INC	HP WIDE FORMAT PLOTTER E PRIN	CAPITAL OUTLAY	7,055.00
93314	GRAINGER	TIMER BLOCK	WASTE WATER TREATMENT F	165.61
93315	GRANITE RANCH OPPORT	UB 620580000000 10529 41ST AVE	WATER/SEWER OPERATION	51.24
93316	GREENSHIELDS	SAFETY GLASSES AND NOZZLES	PARK & RECREATION FAC	111.81
	GREENSHIELDS	PULLER AND HOSES	EQUIPMENT RENTAL	122.79
	GREENSHIELDS	WASH RACK SUPPLIES	MAINT OF GENL PLANT	215.22
	GREENSHIELDS	HOSE AND NOZZLE	PARK & RECREATION FAC	236.35
93317	HACH COMPANY	COD DIGESTION VIALS	WASTE WATER TREATMENT F	193.93
93318	HAGGEN INC.	USER GROUP LUNCH	MUNICIPAL COURTS	128.84
93319	HD FOWLER COMPANY	RETURN IRRIGATION SUPPLIES	PARK & RECREATION FAC	-111.66
	HD FOWLER COMPANY	IRRIGATION SUPPLIES	PARK & RECREATION FAC	2.82
	HD FOWLER COMPANY		PARK & RECREATION FAC	3.53
	HD FOWLER COMPANY	VALVES, COUPLERS AND ELLS	WASTE WATER TREATMENT F	22.70
	HD FOWLER COMPANY	SMALL TOOLS	PARK & RECREATION FAC	123.87
	HD FOWLER COMPANY	IRRIGATION SUPPLIES	PARK & RECREATION FAC	170.58
	HD FOWLER COMPANY		PARK & RECREATION FAC	199.93
	HD FOWLER COMPANY		PARK & RECREATION FAC	234.47
	HD FOWLER COMPANY	METER SETTERS	WATER/SEWER OPERATION	335.68
	HD FOWLER COMPANY	WRENCHES, TAPE AND PAINT	ER&R	370.15
	HD FOWLER COMPANY	BRASS HARDWARE, BOLT KITS AND	WATER/SEWER OPERATION	414.41
	HD FOWLER COMPANY	METER BOX BASES	WATER/SEWER OPERATION	454.12
	HD FOWLER COMPANY	IRRIGATION SUPPLIES	PARK & RECREATION FAC	483.34
	HD FOWLER COMPANY		PARK & RECREATION FAC	485.31
	HD FOWLER COMPANY	RESETTERS	WATER/SEWER OPERATION	518.37
	HD FOWLER COMPANY	SETTER YOKES	WATER/SEWER OPERATION	567.48
	HD FOWLER COMPANY	IRRIGATION SUPPLIES	PARK & RECREATION FAC	644.53
	HD FOWLER COMPANY	METER BOXES AND BASES	WATER SERVICE INSTALL	944.82
	HD FOWLER COMPANY	BALL VALVES AND ELLS	WATER SERVICE INSTALL	1,117.27
	HD FOWLER COMPANY	WATER SERVICE INSTALL PARTS	WATER SERVICE INSTALL	3,532.73
93320	HENNIG, JEANINE TULL	INSTRUCTOR SERVICES	RECREATION SERVICES	230.40
	HENNIG, JEANINE TULL		RECREATION SERVICES	268.80
93321	HERNANDEZ, SIMON & M	UB 987066000000 7627 49TH DR N	WATER/SEWER OPERATION	89.81
93322	HICKS, SHERRI*	UB 761263150000 7014 62ND PL N	WATER/SEWER OPERATION	27.88
93323	HORIZON	WEEDEATER HEADS	MAINTENANCE	63.31
	HORIZON	FUNGICIDE	MAINTENANCE	342.09
93324	INTERSTATE BATTERY	BATTERIES	ER&R	293.24
93325	KIM, JAMIE S.	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	187.50
	KIM, JAMIE S.		LEGAL - PUBLIC DEFENSE	262.50
93326	KUPRIYANOVA, SVETLAN	INTERPRETER SERVICES	COURTS	150.00
93327	LAKE STEVENS SCHOOL	MITIGATION FEES-JUNE 2014	SCHOOL MIT FEES	46,920.00
93328	LAKWOOD SCHOOL DIST		SCHOOL MIT FEES	6,336.00
93329	LAKWOOD SPORTS BOOS	BERRY RUN	RECREATION SERVICES	1,924.25
93330	LASTING IMPRESSIONS	SHIRTS-MCLEOD	COMMUNITY DEVELOPMENT-	63.10
	LASTING IMPRESSIONS	SHIRTS-TRACK CAMP	RECREATION SERVICES	340.62
93331	LEONARD, REMY	PRO-TEM SERVICES	MUNICIPAL COURTS	1,480.00
93332	LICENSING, DEPT OF	BIXBY, COLIN (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	CHISHOLM, CHAD (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	DUNN, NICHOLAS (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	ERICKSON, GENE (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	ESPY, DANIEL (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	HOCHBERG, AARON (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MAYER, MICHAEL (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	SANJURJO-MANSO, ANTONIO (ORIGI	GENERAL FUND	18.00
	LICENSING, DEPT OF	TRIPP, AARON (ORIGINAL)	GENERAL FUND	18.00

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 7/3/2014 TO 7/9/2014**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
93332	LICENSING, DEPT OF	WARREN, TRENT (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MIDDENDORF, ANDREW (LT RENEWAL	GENERAL FUND	21.00
93333	LINKS TURF SUPPLY	BEDKNIVES	MAINTENANCE	83.40
93334	LORENTE, LLC	WALLET, SCORE CARD HOLDERS AND	GOLF COURSE	-8.58
	LORENTE, LLC		PRO-SHOP	108.33
93335	LOWES HIW INC	CLAMPS AND STAPLES	MAINT OF GENL PLANT	8.09
	LOWES HIW INC	ANT KILLER	COURT FACILITIES	20.64
	LOWES HIW INC	CONCRETE AND REBAR	STORM DRAINAGE	23.17
93336	MARTONIK, MELINDA*	UB 984408000000 4408 70TH AVE	WATER/SEWER OPERATION	24.72
93337	MARTZ, MARY	UB 651070062000 10700 62ND AVE	WATER/SEWER OPERATION	69.99
93338	MARX, MATT	UB 986321350000 6321 35TH ST N	WATER/SEWER OPERATION	287.15
93339	MARYSVILLE AWARDS	SOFTBALL AWARDS	RECREATION SERVICES	125.98
93340	MARYSVILLE PRINTING	FINDING AND SENTENCING FORMS	MUNICIPAL COURTS	803.64
93341	MARYSVILLE, CITY OF	UTILITY SERVICE-3RD & STATE	PARK & RECREATION FAC	21.36
	MARYSVILLE, CITY OF	UTILITY SERVICE-60 STATE AVE	MAINT OF GENL PLANT	27.11
	MARYSVILLE, CITY OF	UTILITY SERVICE-1049 STATE AVE	ADMIN FACILITIES	67.79
	MARYSVILLE, CITY OF	UTILITY SERVICE-316 CEDAR AVE	PARK & RECREATION FAC	100.97
	MARYSVILLE, CITY OF	UTILITY SERVICE-1050 COLUMBIA	PARK & RECREATION FAC	111.66
	MARYSVILLE, CITY OF	UTILITY SERVICE-514 DELTA AVE	PARK & RECREATION FAC	119.39
	MARYSVILLE, CITY OF	UTILITY SERVICE-601 DELTA AVE	NON-DEPARTMENTAL	138.77
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AV	MAINT OF GENL PLANT	188.69
	MARYSVILLE, CITY OF	UTILITY SERVICE-61 STATE AVE	PARK & RECREATION FAC	192.14
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AV	ROADWAY MAINTENANCE	221.64
	MARYSVILLE, CITY OF	UTILITY SERVICE-514 DELTA AVE	COMMUNITY CENTER	638.31
	MARYSVILLE, CITY OF	UTILITY SERVICE-1326 1ST ST #B	STORM DRAINAGE	651.27
	MARYSVILLE, CITY OF	UTILITY SERVICE-1015 STATE AVE	COURT FACILITIES	662.50
	MARYSVILLE, CITY OF	UTILITY SERVICE-1049 STATE AVE	ADMIN FACILITIES	745.33
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AV	EQUIPMENT RENTAL	788.68
	MARYSVILLE, CITY OF		WASTE WATER TREATMENT F	1,401.36
	MARYSVILLE, CITY OF		WASTE WATER TREATMENT F	1,741.33
	MARYSVILLE, CITY OF		MAINT OF GENL PLANT	2,848.08
93342	MAXX	SUNGLASSES	GOLF COURSE	240.00
93343	MCCREIGHT, SALLY & S	UB 761256100000 6132 69TH AVE	WATER/SEWER OPERATION	403.67
93344	MCLOUGHLIN & EARDLEY	LIGHT BARS	ER&R	-40.41
	MCLOUGHLIN & EARDLEY		ER&R	510.30
93345	MEGAPATH CORPORATION	INTERNET SERVICES	COMPUTER SERVICES	263.83
93346	MOORE, HARRY	UB 849000141001 7113 74TH ST N	GARBAGE	13.12
	MOORE, HARRY		WATER/SEWER OPERATION	65.77
93347	MOTOR TRUCKS	DIAGNOSE AND CLEAR CHECK ENGIN	EQUIPMENT RENTAL	412.79
93348	NATIONAL BARRICADE	DOC WORK CREW SIGNS	ROADWAY MAINTENANCE	40.72
	NATIONAL BARRICADE		STORM DRAINAGE	40.73
	NATIONAL BARRICADE	DO NOT STOP ON TRACKS SIGNS (1	TRANSPORTATION MANAGEM	651.60
93349	NEPTUNE TECHNOLOGY	INSTALLATION KITS AND PITS	WATER SERVICES	7,410.21
93350	NEWMAN TRAFFIC SIGNS	STOP SIGNS (50)	CITY STREETS	-180.60
	NEWMAN TRAFFIC SIGNS		TRANSPORTATION MANAGEM	2,280.60
93351	NEXTEL	ACCT #843707243	EQUIPMENT RENTAL	37.99
93352	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WATER FILTRATION PLANT	1,155.00
93353	OBOM CONSTRUCTION	REPLACE DOORS AND KICKPLATES	WASTE WATER TREATMENT F	2,085.12
	OBOM CONSTRUCTION	PAY ESTIMATE-FINAL	FACILITY REPLACEMENT	16,833.00
93354	OFFICE DEPOT	OFFICE SUPPLIES	ENGR-GENL	17.65
	OFFICE DEPOT		UTIL ADMIN	17.65
	OFFICE DEPOT		TRANSPORTATION MANAGEM	21.70
	OFFICE DEPOT		ENGR-GENL	27.64
	OFFICE DEPOT		UTIL ADMIN	27.64
	OFFICE DEPOT		CITY CLERK	36.92
	OFFICE DEPOT		FINANCE-GENL	126.43
93355	PACIFIC NW POLLUTION	TRAINING WORKSHOP-RASAR	STORM DRAINAGE	25.00

**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 7/3/2014 TO 7/9/2014**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
93356	PACIFIC POWER PROD.	BELT BLADES	MAINTENANCE	212.28
93357	PANICO, MELISSA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
93358	PART WORKS INC, THE	DRINKING FOUNTAIN VALVE	PARK & RECREATION FAC	256.21
93359	PARTS STORE, THE	CREDIT CLEANER	ER&R	-509.58
	PARTS STORE, THE	GAS CAP	EQUIPMENT RENTAL	12.81
	PARTS STORE, THE	ADDITIVE	ER&R	28.68
	PARTS STORE, THE	BATTERY	MAINTENANCE	117.28
	PARTS STORE, THE	STARTER	MAINTENANCE	249.01
	PARTS STORE, THE	35 TON HYDRAULIC JACK	EQUIPMENT RENTAL	324.71
	PARTS STORE, THE	FILTERS, LIGHTS AND RELAYS	ER&R	495.80
	PARTS STORE, THE	FILTERS, CLEANER, SWITCHES AND	ER&R	504.43
93360	PEACE OF MIND	MINUTE TAKING SERVICE	CITY CLERK	161.20
93361	PETERSON BROS DRYWAL	DRY WALL REPAIR	LIBRARY-GENL	407.25
93362	PETTY CASH- PARKS	SUMMER CAMP/SPRAY PARK/PARKING	PARK & RECREATION FAC	6.00
	PETTY CASH- PARKS		RECREATION SERVICES	26.07
	PETTY CASH- PARKS		COMMUNITY EVENTS	53.40
93363	PILCHUCK AUDUBON	INSTRUCTOR SERVICES	RECREATION SERVICES	51.00
93364	PILCHUCK RENTALS	GRASS AND BRUSH BLADES	STORM DRAINAGE	74.77
93365	PLATT ELECTRIC	LIGHTBULBS AND DRIVE BITS	ADMIN FACILITIES	12.92
	PLATT ELECTRIC	FIXTURE AND BULBS	SOLID WASTE OPERATIONS	37.53
	PLATT ELECTRIC	LIGHTBULBS AND DRIVE BITS	FACILITY MAINTENANCE	39.12
	PLATT ELECTRIC	FIXTURE AND BULBS	GOLF ADMINISTRATION	76.00
93366	POSTAL SERVICE	POSTAGE	PROBATION	1,000.00
	POSTAL SERVICE		MUNICIPAL COURTS	3,000.00
93367	PREFERRED ELECTRIC	ELECTRICAL WORK	PARK & RECREATION FAC	1,977.61
93368	PUBLIC FINANCE	LID 71 ADMINISTRATION	INTEREST & OTHER DEBT SE	975.00
93369	PUD	ACCT #2047-1749-0	STREET LIGHTING	1.15
	PUD	ACCT #2047-1751-6	STREET LIGHTING	2.15
	PUD	ACCT #2050-2647-6	STREET LIGHTING	3.17
	PUD	ACCT #2047-1751-6	STREET LIGHTING	3.37
	PUD	ACCT #2052-8364-1	STREET LIGHTING	4.69
	PUD	ACCT #2050-2647-6	STREET LIGHTING	4.98
	PUD	ACCT #2054-2741-2	PARK & RECREATION FAC	6.91
	PUD	ACCT #2047-1750-8	STREET LIGHTING	19.74
	PUD	ACCT #2047-1749-0	STREET LIGHTING	21.95
	PUD	ACCT #2047-1750-8	STREET LIGHTING	26.15
	PUD	ACCT #2026-7070-9	STREET LIGHTING	55.20
	PUD	ACCT #2008-0070-4	STREET LIGHTING	81.56
	PUD	ACCT #2048-7913-4	TRAFFIC CONTROL DEVICES	94.82
	PUD	ACCT #2025-7611-2	STREET LIGHTING	100.79
	PUD	ACCT #2033-4458-5	STREET LIGHTING	158.12
	PUD	ACCT #2024-6155-4	SEWER LIFT STATION	575.59
	PUD	ACCT #2026-0420-3	STREET LIGHTING	1,387.66
	PUD	ACCT #2025-7611-2	STREET LIGHTING	1,915.13
	PUD	ACCT #2026-0420-3	STREET LIGHTING	2,081.49
93370	PUGET SOUND ENERGY	ACCT 3220002768939	PUBLIC SAFETY BLDG.	10.83
93371	PUGET SOUND SECURITY	CABINET LOCK CORES	STREET LIGHTING	780.98
93372	R & V ENTERPRISES LL	REFUND SEWER CAPITAL IMPROVEME	SWR CONTR-UTILITIES/ENVIF	14,900.00
93373	RADIOSHACK	MINI FANS	EQUIPMENT RENTAL	33.64
93374	REID, GEORGE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
93375	RICHARDSON, DAYNE	UB 982830770000 2830 77TH DR N	WATER/SEWER OPERATION	21.49
93376	RICOH USA, INC.	COPIER CHARGES	WASTE WATER TREATMENT F	3.66
	RICOH USA, INC.		PROBATION	6.06
	RICOH USA, INC.		COMMUNITY CENTER	9.26
	RICOH USA, INC.		GENERAL SERVICES - OVERH	11.93
	RICOH USA, INC.		MAINTENANCE	13.98
	RICOH USA, INC.		UTILITY BILLING	20.01

**CITY OF MARYSVILLE  
 INVOICE LIST**

FOR INVOICES FROM 7/3/2014 TO 7/9/2014

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
93376	RICOH USA, INC.	COPIER CHARGES	CITY CLERK	22.32
	RICOH USA, INC.		FINANCE-GENL	22.32
	RICOH USA, INC.		MUNICIPAL COURTS	52.55
	RICOH USA, INC.		PARK & RECREATION FAC	80.48
	RICOH USA, INC.		POLICE PATROL	89.79
	RICOH USA, INC.		ENGR-GENL	111.01
	RICOH USA, INC.		DETENTION & CORRECTION	130.42
	RICOH USA, INC.		LEGAL - PROSECUTION	155.77
	RICOH USA, INC.		EXECUTIVE ADMIN	161.94
	RICOH USA, INC.		PERSONNEL ADMINISTRATIO	162.39
	RICOH USA, INC.		POLICE INVESTIGATION	178.53
	RICOH USA, INC.		UTIL ADMIN	203.03
	RICOH USA, INC.		COMMUNITY DEVELOPMENT-	320.38
	RICOH USA, INC.		OFFICE OPERATIONS	1,000.35
93377	RIVER OAKS	CABLE FRANCHISE RENEWAL PROJEC	EXECUTIVE ADMIN	13,049.76
93378	ROSARIO, ROSE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
93379	RUSDEN, JOHN	PRO-TEM SERVICES	MUNICIPAL COURTS	925.00
93380	SAFEWAY INC.	MEETING SUPPLIES	EXECUTIVE ADMIN	38.96
93381	SISKUN POWER EQUIPME	ENGINE OIL	ER&R	338.61
93382	SIX ROBBLEES INC	JACK ASSEMBLY	EQUIPMENT RENTAL	45.04
93383	SMITH, CHRISTINE	UB 848454000000 8454 82ND ST N	WATER/SEWER OPERATION	26.43
93384	SMITH, NANCY J	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
93385	SMOKEY POINT PLANT	PLANTS	PARK & RECREATION FAC	1,256.87
93386	SNO CO TREASURER	CRIME VICTIM/WITNES FUNDS	CRIME VICTIM	864.51
93387	SOLID WASTE SYSTEMS	CABLE ASSEMBLIES	ER&R	201.69
	SOLID WASTE SYSTEMS		ER&R	316.62
	SOLID WASTE SYSTEMS	CYLINDER PINS	EQUIPMENT RENTAL	374.90
93388	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
93389	SOUND SAFETY	EARPLUGS	ER&R	29.44
	SOUND SAFETY		ER&R	73.73
	SOUND SAFETY	BLOOD BORNE PATHOGEN KITS	ER&R	87.91
	SOUND SAFETY	GLOVES	ER&R	138.47
	SOUND SAFETY		ER&R	151.57
	SOUND SAFETY	SWEATSHIRTS AND SCREENPRINTING	ER&R	426.42
93390	SPECIALTY CIGARS	HUMIDOR REPLACEMENT	GOLF COURSE	-1.04
	SPECIALTY CIGARS		PRO-SHOP	13.09
93391	SPRINGBROOK NURSERY	TOP SOIL	PARK & RECREATION FAC	16.69
	SPRINGBROOK NURSERY		PARK & RECREATION FAC	33.39
	SPRINGBROOK NURSERY		PARK & RECREATION FAC	33.39
	SPRINGBROOK NURSERY		PARK & RECREATION FAC	66.77
	SPRINGBROOK NURSERY		PARK & RECREATION FAC	133.55
93392	STAPLES	OFFICE SUPPLY CREDIT	COMMUNITY DEVELOPMENT-	-86.86
	STAPLES	OFFICE SUPPLIES	FINANCE-GENL	37.79
	STAPLES		CITY CLERK	75.58
	STAPLES		LEGAL - PROSECUTION	114.41
	STAPLES		CITY COUNCIL	151.16
	STAPLES	TONER	MUNICIPAL COURTS	168.34
	STAPLES	OFFICE SUPPLIES	UTILITY BILLING	185.65
	STAPLES		COMMUNITY DEVELOPMENT-	258.24
	STAPLES	TONER	MUNICIPAL COURTS	472.52
93393	STEVENS, MICHAEL & L	UB 134503110000 4503 110TH PL	WATER/SEWER OPERATION	40.26



**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 7/3/2014 TO 7/9/2014**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
93394	STRATEGIES 360	PROFESSIONAL SERVICES	GENERAL SERVICES - OVERH	1,081.85
	STRATEGIES 360		WASTE WATER TREATMENT F	1,081.85
	STRATEGIES 360		UTIL ADMIN	1,442.47
93395	SUBURBAN PROPANE	BULK TANK RENTAL	MAINTENANCE	65.16
93396	TAB PRODUCTS CO	LABELS	MUNICIPAL COURTS	72.28
93397	TAURUS POWER	FILTER FEED PUMP REPAIRS	WASTE WATER TREATMENT F	1,808.46
93398	TAYLORMADE	GOLF BALLS	GOLF COURSE	138.18
	TAYLORMADE		GOLF COURSE	811.44
93399	TITLEIST	GOLF BAGS	GOLF COURSE	280.00
	TITLEIST	GOLF BALLS	GOLF COURSE	457.28
	TITLEIST		GOLF COURSE	587.32
93400	TRAFFIC SAFETY SUPPL	DELINEATION DRIVERS	SEWER MAIN COLLECTION	200.67
	TRAFFIC SAFETY SUPPL		STORM DRAINAGE	200.67
	TRAFFIC SAFETY SUPPL	STEEL POSTS AND ANCHORS	TRANSPORTATION MANAGEM	2,180.15
93401	TYLER BUSINESS FORMS	AP & PR CHECK STOCK	GENERAL FUND	-46.76
	TYLER BUSINESS FORMS		FINANCE-GENL	590.42
93402	VAN DAM'S ABBEY	INSTALL LAMINATE TO COUNTER TO	ADMIN FACILITIES	863.37
93403	VINYL SIGNS & BANNER	GOLF SIGN BASE	PRO-SHOP	54.30
93404	WA STATE TREASURER	PUBLIC SAFETY & BLDG REVENUE	GENERAL FUND	166.50
	WA STATE TREASURER		GENERAL FUND	48,389.93
93405	WASHINGTON ENERGY SV	REFUND MECHANICAL PERMIT FEES	NON-BUS LICENSES AND PEF	70.00
93406	WAXIE SANITARY SUPPL	CONTAINER AND PURELL	PARK & RECREATION FAC	269.85
	WAXIE SANITARY SUPPL	JANITORIAL SUPPLIES	PARK & RECREATION FAC	1,128.84
93407	WESTERN EQUIPMENT	SOLENOID, BALL SWITCH AND PULL	MAINTENANCE	369.06
93408	WESTERN PETERBILT	CORE REFUND	EQUIPMENT RENTAL	-78.19
	WESTERN PETERBILT	CORE CHARGE	EQUIPMENT RENTAL	78.19
	WESTERN PETERBILT	BRAKE DRUMS	EQUIPMENT RENTAL	434.69
	WESTERN PETERBILT	RUBBER ELBOW	EQUIPMENT RENTAL	500.82
93409	WFOA	2014 WFOA CONFERENCE (2)	FINANCE-GENL	650.00
93410	WOG, CHESTER	USED GOLF BALLS	GOLF COURSE	90.00
	WOG, CHESTER		GOLF COURSE	90.00
93411	WRIGHT, DONNA	MEAL REIMBURSEMENT	CITY COUNCIL	27.00

**WARRANT TOTAL:**

**552,647.03**

**REASON FOR VOIDS:**

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

# *Index #3*

## CITY OF MARYSVILLE

## EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 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 **July 16, 2014** claims in the amount of **\$723,593.00** paid by **Check No.'s 93412 through 93556 with Check No.'s 82356 & 89602 voided.**

## COUNCIL ACTION:

BLANKET CERTIFICATION

**CLAIMS**  
FOR  
**PERIOD-7**

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 **\$723,593.00 PAID BY CHECK NO.'S 93412 THROUGH 93556 WITH CHECK NO.'S 82356 & 89602 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 **28<sup>th</sup> DAY OF JULY 2014.**

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

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

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

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

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

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

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

**CITY OF MARYSVILLE  
 INVOICE LIST**

FOR INVOICES FROM 7/10/2014 TO 7/16/2014

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
93412	REVENUE, DEPT OF	SALES & USE TAXES-JUNE 2014	GOLF COURSE	14.43
	REVENUE, DEPT OF		POLICE ADMINISTRATION	20.25
	REVENUE, DEPT OF		COMMUNITY DEVELOPMENT-	21.56
	REVENUE, DEPT OF		INFORMATION SERVICES	41.35
	REVENUE, DEPT OF		ER&R	43.31
	REVENUE, DEPT OF		WATER/SEWER OPERATION	152.62
	REVENUE, DEPT OF		CITY STREETS	269.35
	REVENUE, DEPT OF		GENERAL FUND	320.69
	REVENUE, DEPT OF		RECREATION SERVICES	482.90
	REVENUE, DEPT OF		PRO-SHOP	573.65
	REVENUE, DEPT OF		STORM DRAINAGE	5,599.67
	REVENUE, DEPT OF		GOLF COURSE	10,435.76
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	28,693.02
	REVENUE, DEPT OF		UTIL ADMIN	57,670.97
93413	ACLARA RF SYSTEMS	CABLES	WATER SERVICES	77.65
93414	ADVANTAGE BUILDING S	JANITORIAL SERVICE	WATER FILTRATION PLANT	43.33
	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
93415	AFTS	REMITTANCE PROCESSING-JUNE 201	UTILITY BILLING	739.92
	AFTS	BILL PRINTING SERVICES-JUNE 20	UTILITY BILLING	8,199.18
93416	AIRGAS INC	WELDING GAS	EQUIPMENT RENTAL	99.33
93417	ALPINE PRODUCTS INC	DRAIN VALVE REPAIR KIT AND PAI	TRAFFIC CONTROL DEVICES	1,323.86
93418	AMERICAN CLEANERS	DRY CLEANING	POLICE INVESTIGATION	16.02
	AMERICAN CLEANERS		POLICE PATROL	48.06
	AMERICAN CLEANERS		DETENTION & CORRECTION	60.87
	AMERICAN CLEANERS		POLICE ADMINISTRATION	77.32
	AMERICAN CLEANERS		OFFICE OPERATIONS	80.09
93419	AMSAN SEATTLE	DEGREASER	ER&R	296.87
93420	ARAMARK UNIFORM	UNIFORM SERVICE	EQUIPMENT RENTAL	26.01
93421	ARLINGTON, CITY OF	SURFACE WATER REVENUE BILLING-	WATER/SEWER OPERATION	59,473.14
93422	BAKER, ALAN	REFUND BUSINESS LICENSE FEES	GENL FUND BUS LIC & PERMI	50.00
93423	BLACK ROCK CABLE INC	I-NET LEASE	CENTRAL SERVICES	535.94
93424	BLUE MARBLE ENV.	WASTE REDUCTION/RECYCLING PROG	RECYCLING OPERATION	7,170.16
93425	BUD BARTON'S GLASS	TRACK AND PLUNGER LOCK	LIBRARY-GENL	11.40
93426	BUNDY CARPETS INC	TRUE GREEN TURF W/INSTALLATION	GMA-PARKS	2,158.97
93427	BURLINGTON NORTHERN	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
93428	BURRIS, JEFF	UB 980601500001 6015 48TH ST N	WATER/SEWER OPERATION	204.34
93429	CANAM FABRICATIONS	R&R CYLINDER MOUNTS	EQUIPMENT RENTAL	2,144.85
93430	CAPTAIN DIZZYS EXXON	CAR WASHES	PARK & RECREATION FAC	4.50
	CAPTAIN DIZZYS EXXON		PARK & RECREATION FAC	4.50
	CAPTAIN DIZZYS EXXON		POLICE PATROL	130.50
93431	CARRS ACE	METAL REPAIR TAPE	EQUIPMENT RENTAL	22.78
93432	CHILD ADVOCACY CTR	CHILD INTERVIEW SPECIALIST-2ND	POLICE INVESTIGATION	2,818.10
93433	CLEAVER, STEVE	UB 042210051001 9926 65TH DR N	WATER/SEWER OPERATION	36.87
93434	CLYDE WEST	GUTTER BROOM SPRING	EQUIPMENT RENTAL	95.05
93435	CNR, INC	MAINTENANCE CONTRACT	COMPUTER SERVICES	1,355.79
93436	COMMERCIAL FIRE	RE-CHARGE FIRE EXTINGUISHERS	GENERAL SERVICES - OVERH	29.68
	COMMERCIAL FIRE		ER&R	99.39
93437	COMPUCOM SYSTEMS	SA RENEWALS	TECHNOLOGY REPLACEMEN	5,524.87

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 7/10/2014 TO 7/16/2014**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
93437	COMPUCOM SYSTEMS	SA RENEWALS	COMPUTER SERVICES	13,882.03
93438	CONSOLIDATED ELECTRI	BALLASTS AND BULBS	UTIL ADMIN	201.21
93439	CONSOLIDATED TECH	IGN MONTHLY CHARGE	OFFICE OPERATIONS	195.00
93440	COOP SUPPLY	LAWN RAKE	STORM DRAINAGE	13.02
	COOP SUPPLY	WASP SPRAY AND TAPE MEASURE	WATER DIST MAINS	78.09
93441	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	3,979.68
93442	COSTLESS SENIOR SRVC	INMATE PRESCRIPTIONS	DETENTION & CORRECTION	258.35
93443	CRAFT MART	SUMMER CAMP SUPPLIES	RECREATION SERVICES	10.31
93444	CROSSMATCH TECHNOLOG	CROSSMATCH UPGRADE	DETENTION & CORRECTION	1,563.84
93445	DAHL, TREASA	REFUND CLASS FEES	PARKS-RECREATION	15.00
93446	DATA QUEST	PRE-EMPLOYMENT SERVICE	POLICE ADMINISTRATION	100.00
93447	DB SECURE SHRED	MONTHLY SHREDDING SERVICE	CITY CLERK	7.46
	DB SECURE SHRED		FINANCE-GENL	7.46
	DB SECURE SHRED		UTILITY BILLING	7.47
	DB SECURE SHRED		LEGAL - PROSECUTION	11.19
	DB SECURE SHRED		LEGAL - PROSECUTION	11.19
	DB SECURE SHRED		EXECUTIVE ADMIN	11.20
	DB SECURE SHRED		EXECUTIVE ADMIN	11.20
	DB SECURE SHRED		POLICE INVESTIGATION	51.67
	DB SECURE SHRED		POLICE PATROL	51.67
	DB SECURE SHRED		DETENTION & CORRECTION	51.67
	DB SECURE SHRED		OFFICE OPERATIONS	51.67
93448	DEVINE, JAMES	REFUND BUSINESS LICENSE FEES	GENL FUND BUS LIC & PERMI	50.00
93449	DIAMOND B CONSTRUCT	REPLACE THERMOSTAT	MAINT OF GENL PLANT	410.49
	DIAMOND B CONSTRUCT		PARK & RECREATION FAC	410.49
	DIAMOND B CONSTRUCT		COMMUNITY CENTER	463.16
	DIAMOND B CONSTRUCT	REPLACE REVERSING VALVE	LIBRARY-GENL	716.77
93450	DICKS TOWING	UNLOCK CALL-MP14-4600	POLICE PATROL	40.00
	DICKS TOWING	TOWING EXPENSE	EQUIPMENT RENTAL	43.44
	DICKS TOWING	TOWING EXPENSE-MP14-4946	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE-MP14-4997	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE-MP14-5270	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE-MP14-5360	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE-MP14-5374	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE-MP14-5426	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE	EQUIPMENT RENTAL	211.77
93451	DIGITAL DOLPHIN SUPP	TONER	GENERAL FUND	-21.88
	DIGITAL DOLPHIN SUPP		GENERAL FUND	-11.30
	DIGITAL DOLPHIN SUPP		POLICE ADMINISTRATION	142.68
	DIGITAL DOLPHIN SUPP		POLICE ADMINISTRATION	276.28
93452	DLT SOLUTIONS	AUTODESK AUTOCAD LT 2015 LICEN	TRANSPORTATION MANAGEM	1,186.65
93453	DOMESTIC VIOLENCE	ADVOCACY SERVICE-2ND QTR 2014	EXECUTIVE ADMIN	6,851.51
93454	DUNLAP INDUSTRIAL	RUBBER BOOTS-KREIGER	UTIL ADMIN	54.59
93455	E&E LUMBER	RETURN FASTENERS	PUBLIC SAFETY BLDG.	-26.24
	E&E LUMBER	BUNGEE CORDS	FACILITY MAINTENANCE	2.91
	E&E LUMBER	HYDRANT PAINTING SUPPLIES	HYDRANTS	14.57
	E&E LUMBER	STAPLES AND FASTENERS	PUBLIC SAFETY BLDG.	34.67
	E&E LUMBER	SUMMER CAMP SUPPLIES	RECREATION SERVICES	35.85
	E&E LUMBER	LAG BOLTS	STORM DRAINAGE	48.09
	E&E LUMBER	GRABBERS AND TRAFFIC PAINT	TRAFFIC CONTROL DEVICES	108.38
	E&E LUMBER	SPRINKLER, HOSES AND TIMER	PUBLIC SAFETY BLDG.	152.91
	E&E LUMBER	WASH BRUSHES, SURGE STRIP, DEG	ER&R	354.69
93456	ECO 3	RECERTIFICATION TRAINING-LATIM	UTIL ADMIN	175.00
93457	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	10.50
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.50

**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 7/10/2014 TO 7/16/2014**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
03457	EDGE ANALYTICAL	LAB ANALYSIS	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	99.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	104.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	178.50
	EDGE ANALYTICAL		WATER QUAL TREATMENT	189.00
03458	EVERETT HYDRAULICS	RESEAL CYLINDER	EQUIPMENT RENTAL	273.00
03459	EVERETT STEEL CO	TUBE	WATER DIST MAINS	38.01
03460	EVERETT TIRE & AUTO	TIRES (4)	ER&R	479.46
03461	EVERETT, CITY OF	2013 S EFFLUENT PUMP STATION E	WASTE WATER TREATMENT F	39,645.57
03462	FASTENAL COMPANY	HARDWARE	ROADWAY MAINTENANCE	14.52
03463	FEDEX	SHIPPING EXPENSE	FINANCE-GENL	22.67
	FEDEX		COMPUTER SERVICES	41.72
03464	FEI	MAGNETIC VALVE BOX COVER LIFTE	UTIL ADMIN	499.84
03465	FOREMOST PROMOTIONS	CRIME PREVENTION SUPPLIES	GENERAL FUND	-46.88
	FOREMOST PROMOTIONS		CRIME PREVENTION	591.91
03466	FRONTIER COMMUNICATI	PHONE CHARGES	CRIME PREVENTION	7.15
	FRONTIER COMMUNICATI		ANIMAL CONTROL	7.15
	FRONTIER COMMUNICATI		COMMUNITY CENTER	7.15
	FRONTIER COMMUNICATI		LEGAL-GENL	7.15
	FRONTIER COMMUNICATI		SOLID WASTE CUSTOMER EX	7.15
	FRONTIER COMMUNICATI		PURCHASING/CENTRAL STOF	7.15
	FRONTIER COMMUNICATI		CITY CLERK	14.31
	FRONTIER COMMUNICATI		FACILITY MAINTENANCE	14.31
	FRONTIER COMMUNICATI		YOUTH SERVICES	21.46
	FRONTIER COMMUNICATI		PERSONNEL ADMINISTRATIO	21.46
	FRONTIER COMMUNICATI	ACCT #36065150331108105	EXECUTIVE ADMIN	23.45
	FRONTIER COMMUNICATI	PHONE CHARGES	STORM DRAINAGE	28.61
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	28.61
	FRONTIER COMMUNICATI		FINANCE-GENL	35.77
	FRONTIER COMMUNICATI		LEGAL - PROSECUTION	35.77
	FRONTIER COMMUNICATI		RECREATION SERVICES	35.77
	FRONTIER COMMUNICATI		EQUIPMENT RENTAL	35.77
	FRONTIER COMMUNICATI		COMPUTER SERVICES	35.77
	FRONTIER COMMUNICATI		EXECUTIVE ADMIN	42.92
	FRONTIER COMMUNICATI		PARK & RECREATION FAC	42.92
	FRONTIER COMMUNICATI		ENGR-GENL	57.23
	FRONTIER COMMUNICATI		POLICE INVESTIGATION	57.23
	FRONTIER COMMUNICATI		UTILITY BILLING	57.23
	FRONTIER COMMUNICATI		GENERAL SERVICES - OVERF	57.23
	FRONTIER COMMUNICATI	ACCT #36065852920604075	PERSONNEL ADMINISTRATIO	60.82
	FRONTIER COMMUNICATI	PHONE CHARGES	POLICE ADMINISTRATION	64.38
	FRONTIER COMMUNICATI	ACCT #36065894930725005	POLICE INVESTIGATION	65.50
	FRONTIER COMMUNICATI		RECREATION SERVICES	65.50
	FRONTIER COMMUNICATI	PHONE CHARGES	MUNICIPAL COURTS	78.69
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	78.69
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT F	78.69
	FRONTIER COMMUNICATI	ACCT #36065891800622955	LIBRARY-GENL	86.66
	FRONTIER COMMUNICATI	PHONE CHARGES	DETENTION & CORRECTION	107.30
	FRONTIER COMMUNICATI		UTIL ADMIN	143.07
	FRONTIER COMMUNICATI	ACCT #36065852920604075	MUNICIPAL COURTS	155.83
	FRONTIER COMMUNICATI	PHONE CHARGES	COMMUNITY DEVELOPMENT-	164.53
	FRONTIER COMMUNICATI		POLICE PATROL	307.60

**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 7/10/2014 TO 7/16/2014**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
03467	FRONTIER COMMUNICATI	LONG DISTANCE CHARGES	CRIME PREVENTION	0.01
	FRONTIER COMMUNICATI		LEGAL-GENL	0.01
	FRONTIER COMMUNICATI		SOLID WASTE CUSTOMER EX	0.01
	FRONTIER COMMUNICATI		YOUTH SERVICES	0.15
	FRONTIER COMMUNICATI		CITY CLERK	0.21
	FRONTIER COMMUNICATI		FACILITY MAINTENANCE	0.24
	FRONTIER COMMUNICATI		ANIMAL CONTROL	0.32
	FRONTIER COMMUNICATI		PURCHASING/CENTRAL STOF	0.37
	FRONTIER COMMUNICATI		RECREATION SERVICES	0.49
	FRONTIER COMMUNICATI		GENERAL SERVICES - OVERF	1.52
	FRONTIER COMMUNICATI		PERSONNEL ADMINISTRATIO	1.92
	FRONTIER COMMUNICATI		STORM DRAINAGE	3.13
	FRONTIER COMMUNICATI		POLICE ADMINISTRATION	3.72
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT F	4.46
	FRONTIER COMMUNICATI		EQUIPMENT RENTAL	4.51
	FRONTIER COMMUNICATI		PARK & RECREATION FAC	4.71
	FRONTIER COMMUNICATI		COMMUNITY CENTER	5.15
	FRONTIER COMMUNICATI		LEGAL - PROSECUTION	5.32
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	5.36
	FRONTIER COMMUNICATI		UTILITY BILLING	6.54
	FRONTIER COMMUNICATI		POLICE PATROL	6.61
	FRONTIER COMMUNICATI		FINANCE-GENL	7.56
	FRONTIER COMMUNICATI		UTIL ADMIN	8.41
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	10.92
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	12.12
	FRONTIER COMMUNICATI		EXECUTIVE ADMIN	14.27
	FRONTIER COMMUNICATI		COMPUTER SERVICES	14.86
	FRONTIER COMMUNICATI		POLICE INVESTIGATION	15.76
	FRONTIER COMMUNICATI		ENGR-GENL	16.12
	FRONTIER COMMUNICATI		MUNICIPAL COURTS	20.61
	FRONTIER COMMUNICATI		COMMUNITY DEVELOPMENT-	29.48
03468	GC SYSTEMS INC	SIGHT TUBES AND RESTRAINERS	WATER DIST MAINS	313.55
03469	GESSNER, KRISTA	REIMBURSE CDL FEES	WATER DIST MAINS	85.00
03470	GLOBALSTAR INC.	PHONE CHARGES	OFFICE OPERATIONS	62.29
03471	GRAY AND OSBORNE	PROFESSIONAL SERVICES	SURFACE WATER CAPITAL PF	14,735.23
03472	GREENSHIELDS	DRAIN VALVE CABLE	EQUIPMENT RENTAL	8.63
	GREENSHIELDS	DECANT AREA SUPPLIES	SEWER MAIN COLLECTION	14.70
	GREENSHIELDS		STORM DRAINAGE	14.70
03473	HD FOWLER COMPANY	RETURN BRASS PARTS	WATER/SEWER OPERATION	-63.27
	HD FOWLER COMPANY	THREADED PLUGS	WATER/SEWER OPERATION	6.71
	HD FOWLER COMPANY	FLANGE ORING	HYDRANTS	11.51
	HD FOWLER COMPANY	GAUGES	WATER DIST MAINS	175.34
	HD FOWLER COMPANY	BRASS PARTS	WATER/SEWER OPERATION	234.58
	HD FOWLER COMPANY	90 ELLS	WATER/SEWER OPERATION	304.95
	HD FOWLER COMPANY	COUPLERS, ELLS AND STIFFNERS	WATER SERVICE INSTALL	312.87
	HD FOWLER COMPANY	RUBBER GASKETS AND FLANGES	WATER/SEWER OPERATION	337.79
	HD FOWLER COMPANY	METER BOXES AND LIDS	WATER SERVICES	342.52
	HD FOWLER COMPANY	90 ELLS	WATER/SEWER OPERATION	411.29
	HD FOWLER COMPANY		WATER/SEWER OPERATION	411.29
	HD FOWLER COMPANY	HYDRANT EXTENSION	HYDRANTS	492.90
	HD FOWLER COMPANY	SHOULDER BOLTS	WATER DIST MAINS	510.42
	HD FOWLER COMPANY	COUPLINGS, ADAPTERS AND FITTIN	WATER/SEWER OPERATION	594.50
	HD FOWLER COMPANY	SEWER REPAIR PARTS-178TH PLACE	SEWER MAIN COLLECTION	602.47
03474	HDR ENGINEERING	PROFESSIONAL SERVICES	GMA - STREET	2,027.98
03475	HEALTH, DEPT OF	RADIOACTIVE MATERIALS LICENSE/	TRANSPORTATION MANAGEM	1,292.00



**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 7/10/2014 TO 7/16/2014**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
93476	HEARD, JESSICA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
93477	HENKEL, JESSICA	RENTAL DEPOSIT/RENTAL FEE REFU	PARKS-RECREATION	85.00
	HENKEL, JESSICA		GENERAL FUND	100.00
93478	HERTZ EQUIPMENT RENT	LIGHT TOWER RENTALS	TRAFFIC CONTROL DEVICES	360.36
93479	IDAHO ELECTRIC SIGNS	WALMART SIGN MANUFACTURING AND	GENERAL FUND	-1,552.53
	IDAHO ELECTRIC SIGNS		COMMUNITY DEVELOPMENT-	19,605.20
93480	INTERSTATE AUTO PART	WORKLIGHT AND WIRE INSERTER SE	EQUIPMENT RENTAL	445.87
93481	JACKSON, ARTHUR A	UB 140990000000 4104 126TH PL	WATER/SEWER OPERATION	112.88
93482	JOHN CHRISTENSEN TRU	UB 800005900000 6027 57TH DR N	WATER/SEWER OPERATION	88.38
93483	JONES & CO. PETS	K-9 FOOD 2ND QTR 2014	K9 PROGRAM	364.82
93484	K-MART	SUMMER CAMP SUPPLIES	RECREATION SERVICES	189.80
93485	KAMAN INDUSTRIAL TEC	FLANGE BEARINGS	ER&R	361.68
93486	KELAYE CONCRETE	PAY ESTIMATE #5	GMA-PARKS	-1,364.47
	KELAYE CONCRETE		GMA-PARKS	29,636.34
93487	LABOR & INDUSTRIES	L & I 2ND QTR 2014	MUNICIPAL COURTS	0.98
	LABOR & INDUSTRIES		CITY CLERK	10.99
	LABOR & INDUSTRIES		MUNICIPAL COURTS	50.23
	LABOR & INDUSTRIES		RECREATION SERVICES	144.69
	LABOR & INDUSTRIES		COMMUNITY CENTER	290.38
	LABOR & INDUSTRIES		POLICE PATROL	482.70
93488	LAKESIDE INDUSTRIES	ASPHALT	ROADWAY MAINTENANCE	548.46
93489	LARSON, NANCY J^	UB 051390000000 5307 90TH ST N	WATER/SEWER OPERATION	29.53
93490	LASTING IMPRESSIONS	SOCCER CAMP SHIRTS	RECREATION SERVICES	193.08
93491	LEA, JACQUIE	REFUND CLASS FEES	PARKS-RECREATION	39.00
93492	LEOTEK ELECTRONICS	STREET LIGHTS-PUD REBATE PROJE	CITY STREETS	-19.31
	LEOTEK ELECTRONICS		TRANSPORTATION MANAGEM	5,365.46
93493	LICENSING, DEPT OF	BEALS, BRUCE (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	BRANTNER, CODY (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	BUCK, KENNETH (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	COLEMAN, TONY (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	COX, JONATHON (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	FINE, JAMES (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	HARDMAN, ERIC (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MELUM, BRUCE (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MURPHY, VICTORIA (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	REID, JEFFRY (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	SESKO, MICHAEL (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	WOOD, BELINDA (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	FOREMAN, ERIC (LT RENEWAL)	GENERAL FUND	21.00
	LICENSING, DEPT OF	WHALEN, LARRY (LT RENEWAL)	GENERAL FUND	21.00
93494	LOCKWOOD, TODD	UB 984818000000 4818 67TH DR N	WATER/SEWER OPERATION	173.77
93495	LOWES HIW INC	MULCH	SEWER SERVICE INSTALLATI	13.75
	LOWES HIW INC	EXTEND HANDLE	STORM DRAINAGE	20.66
	LOWES HIW INC	SOAKER HOSES	PUBLIC SAFETY BLDG.	97.03
93496	MARQUEZ, ROSE	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
93497	MARYSVILLE AWARDS	ALUMINUM SIGN-SPRAY PARK	GMA-PARKS	527.47
93498	MARYSVILLE PRINTING	ENVELOPES	OFFICE OPERATIONS	215.42
	MARYSVILLE PRINTING	DOOR HANGERS	SOLID WASTE OPERATIONS	232.40
	MARYSVILLE PRINTING	TBD SALES TAX NOTICE POST CARD	GENL GVRNMNT SERVICES	469.20
93499	MARYSVILLE, CITY OF	UTILITY SERVICE-6802 84TH ST N	PRO-SHOP	187.54
93500	MAUCH, CODY	UB 849000658007 7625 60TH DR N	WATER/SEWER OPERATION	171.29
93501	MCCLAIN, JEANINE	UB 011500000000 8724 45TH DR N	WATER/SEWER OPERATION	24.64
93502	MICROFLEX INC	TAXTOOLS ST SUPPORT 7/2014-7/2	FINANCE-GENL	1,200.00
93503	MORENO, CRISTOBAL	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
93504	MOTOR TRUCKS	PS RESERVOIR AND PS HOSES	EQUIPMENT RENTAL	193.22

**CITY OF MARYSVILLE  
 INVOICE LIST**

FOR INVOICES FROM 7/10/2014 TO 7/16/2014

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
03505	MURRAY, SMITH & ASSO	PROFESSIONAL ENGINEERING SERVI	WATER CAPITAL PROJECTS	69,138.73
03506	NELSON, FRANKIE & JE	UB 768429610000 8429 61ST PL N	WATER/SEWER OPERATION	18.37
03507	NEXTEL	ACCT #843707243	EQUIPMENT RENTAL	37.99
03508	NORTHEND TRUCK EQUIP	METAL FOR ROW MOWER TRAILERS	STORM DRAINAGE MAINTEN/	185.71
03509	NW PROPERTY MANAGEME	UB 031020000001 6126 84TH PL N	WATER/SEWER OPERATION	46.45
03510	OHRMUNDT, GINGER A	UB 246000000001 10524 56TH DR	WATER/SEWER OPERATION	105.37
03511	PAC RIM CODE SERVICE	BUILDING DEPT PLAN REVIEW-JUNE	COMMUNITY DEVELOPMENT-	600.00
	PAC RIM CODE SERVICE	BUILDING DEPT PLAN REVIEW-MAY	COMMUNITY DEVELOPMENT-	750.00
03512	PARTS STORE, THE	SPARK PLUG WIRE EXCHANGE	EQUIPMENT RENTAL	1.40
	PARTS STORE, THE	WHEEL LUG NUTS	EQUIPMENT RENTAL	6.30
	PARTS STORE, THE	FUSE	EQUIPMENT RENTAL	8.22
	PARTS STORE, THE	FUSE BLOCK AND FUSE	EQUIPMENT RENTAL	16.66
	PARTS STORE, THE	FUEL FILTERS	ER&R	25.51
	PARTS STORE, THE	OIL FILTERS AND LENS	ER&R	34.47
	PARTS STORE, THE	TRACK BAR	EQUIPMENT RENTAL	82.53
	PARTS STORE, THE	SPARK PLUG WIRES AND SPARK PLU	EQUIPMENT RENTAL	111.29
	PARTS STORE, THE	AIR FILTERS, CLEANER, CAR WASH	ER&R	212.42
	PARTS STORE, THE	MASTER CLYINDER, SLAVE CYLINDE	EQUIPMENT RENTAL	294.79
	PARTS STORE, THE	OIL FILTERS, FUEL FILTERS, LIG	ER&R	529.44
03513	PAYMENTUS	TRANSACTION FEES-JUNE 2014	UTILITY BILLING	10,465.75
03514	PETROCARD SYSTEMS	FUEL CONSUMED	STORM DRAINAGE	49.25
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	235.47
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	468.78
	PETROCARD SYSTEMS		PARK & RECREATION FAC	1,463.84
	PETROCARD SYSTEMS		GENERAL SERVICES - OVERH	3,083.13
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	4,397.13
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	5,039.88
	PETROCARD SYSTEMS		POLICE PATROL	8,850.50
03515	PLATT ELECTRIC	SPRING, LAG BOLT, WASHER AND H	MAINT OF GENL PLANT	27.69
	PLATT ELECTRIC	BULBS AND CONNECTORS	WATER SERVICES	57.67
	PLATT ELECTRIC	ALLEN WRENCH	FACILITY MAINTENANCE	72.90
	PLATT ELECTRIC	CONNECTORS AND WIRE STRIPPER	WATER SERVICES	91.43
	PLATT ELECTRIC	ANTENNA INSTALLATION SUPPLIES	MAINT OF GENL PLANT	129.14
	PLATT ELECTRIC	LIGHT BULBS	PUBLIC SAFETY BLDG.	171.37
	PLATT ELECTRIC	TELEMETRY WIRE PROJECT PARTS	WASTE WATER TREATMENT F	296.08
	PLATT ELECTRIC	BULBS	MAINT OF GENL PLANT	353.49
	PLATT ELECTRIC	TELEMETRY WIRE PROJECT PARTS	WASTE WATER TREATMENT F	491.34
03516	PRECISION CONCRETE	TRIP HAZARD REPAIR	SIDEWALKS MAINTENANCE	380.10
03517	PREFERRED ELECTRIC	DISCONNECT AND RECONNECT UPS S	PUBLIC SAFETY BLDG.	162.90
	PREFERRED ELECTRIC	SERVICE TRAILER WIRING-WWTP	WASTE WATER TREATMENT F	2,309.92
03518	PUD	ACCT #2009-7395-6	SEWER LIFT STATION	41.91
	PUD	ACCT #2011-4215-5	TRANSPORTATION MANAGEM	67.85
	PUD	ACCT #2004-4880-1	TRANSPORTATION MANAGEM	74.98
	PUD	ACCT #2016-2888-0	WASTE WATER TREATMENT F	168.20
	PUD	ACCT #2008-1280-8	PUMPING PLANT	311.02
	PUD	ACCT #2016-7563-4	WASTE WATER TREATMENT F	679.69
	PUD	ACCT #2021-7733-3	MAINT OF GENL PLANT	1,324.93
	PUD	ACCT #2015-8728-4	WASTE WATER TREATMENT F	1,512.99
	PUD	ACCT #2028-8209-8	STREET LIGHTING	8,433.64
	PUD		STREET LIGHTING	13,191.08
03519	PUGET SOUND ENERGY	ACCT #200007052364	MAINT OF GENL PLANT	41.31
	PUGET SOUND ENERGY	ACCT #200007781657	PRO-SHOP	41.31
	PUGET SOUND ENERGY	ACCT #200024981520	COMMUNITY CENTER	55.03
	PUGET SOUND ENERGY	ACCT #200004804056	COURT FACILITIES	78.42
	PUGET SOUND ENERGY	ACCT #200013812314	MAINT OF GENL PLANT	92.20

**CITY OF MARYSVILLE  
 INVOICE LIST**

FOR INVOICES FROM 7/10/2014 TO 7/16/2014

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
93519	PUGET SOUND ENERGY	ACCT #200023493808	ADMIN FACILITIES	98.55
	PUGET SOUND ENERGY	ACCT #200010703029	PUBLIC SAFETY BLDG.	194.97
93520	PUGET SOUND REGIONAL	2014 PSRC ATTENDANCE-STEVEN	CITY COUNCIL	50.00
93521	REECE, BRIAN & AUDRE	UB 971360000005 1615 10TH ST	WATER/SEWER OPERATION	272.40
93522	RENTAL MANAGEMENT CO	UB 761302581501 8210 80TH DR N	WATER/SEWER OPERATION	53.84
93523	RICOH USA, INC.	COPIER CHARGES	MAINTENANCE	27.68
	RICOH USA, INC.		COMMUNITY CENTER	27.68
	RICOH USA, INC.		WASTE WATER TREATMENT F	39.44
	RICOH USA, INC.		GENERAL SERVICES - OVERF	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
93524	ROY ROBINSON	WINDOW MOTOR	EQUIPMENT RENTAL	155.30
93525	ROY ROBINSON	SEATBELT ASSEMBLY	EQUIPMENT RENTAL	103.09
93526	SAN DIEGO POLICE EQU	AMMUNITION	POLICE TRAINING-FIREARMS	1,599.30
93527	SCHAUMAN, ROB & TARA	UB 210030000000 4912 132ND PL	WATER/SEWER OPERATION	65.00
93528	SENTINEL OFFENDER SE	VICAP-MAY 2014	DETENTION & CORRECTION	46.74
	SENTINEL OFFENDER SE	ELEC HOME MONITORING-MAY 2014	DETENTION & CORRECTION	738.76
93529	SHERWIN WILLIAMS	PAINTING SUPPLIES-WWTP	WASTE WATER TREATMENT F	31.24
93530	SISKUN POWER EQUIPME	WEEDEATER HANDLES	WATER RESERVOIRS	55.39
93531	SIX ROBBLEES INC	7 WIRE TRAILER PLUG	ER&R	53.95
93532	SKAGIT PLUMBING	WATER PURIFICATION WATER HEATE	WATER FILTRATION PLANT	1,092.80
93533	SMITH FIRE SYSTEMS	BACKFLOW PREVENTER INSPECTION	ADMIN FACILITIES	100.00
	SMITH FIRE SYSTEMS	SMOKE DETECTOR REPLACEMENT-LIB	LIBRARY-GENL	3,744.53
93534	SNOPAC	ACCESS ASSESSMENT	COMMUNICATION CENTER	3,427.89
	SNOPAC	DISPATCH SERVICES	COMMUNICATION CENTER	75,427.60
93535	SOUND SAFETY	JEANS-CARY	UTIL ADMIN	98.25
	SOUND SAFETY	JEANS-WARD	UTIL ADMIN	126.21
	SOUND SAFETY	JEANS-WATSON	UTIL ADMIN	136.30
	SOUND SAFETY	RAINGEAR	ER&R	309.12
	SOUND SAFETY		ER&R	390.96
93536	STAPLES	OFFICE SUPPLIES	POLICE ADMINISTRATION	20.85
	STAPLES		PERSONNEL ADMINISTRATIO	70.04
	STAPLES		POLICE ADMINISTRATION	81.44
	STAPLES		POLICE ADMINISTRATION	128.13
	STAPLES		OFFICE OPERATIONS	134.53
	STAPLES		OFFICE OPERATIONS	188.96
	STAPLES	CUPS	DETENTION & CORRECTION	214.92
	STAPLES	OFFICE SUPPLIES	POLICE ADMINISTRATION	237.04
93537	STATE PATROL	BACKGROUND CHECKS	PERSONNEL ADMINISTRATIO	210.00
93538	SWANK MOTION PICTURE	MOVIES IN THE PARK 2014	COMMUNITY EVENTS	2,132.92
93539	SWICK-LAFAVE, JULIE	REIMBURSE JAIL SUPPLIES	DETENTION & CORRECTION	780.00

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 7/10/2014 TO 7/16/2014**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
93540	T & A SUPPLY CO INC	COVE BASES	WASTE WATER TREATMENT F	54.31
93541	TACOMA SCREW PRODUCT	HARDWARE	EQUIPMENT RENTAL	149.05
93542	THOMPSON, CRAIG	UB 042210054001 9728 65TH DR N	WATER/SEWER OPERATION	114.91
93543	TIMEMARK INCORPORATE	ROAD TUBE KIT	TRANSPORTATION MANAGEM	641.81
93544	TOOR, JASVINDER	UB 331475502001 14913 44TH AVE	WATER/SEWER OPERATION	16.40
93545	TRANS SYSTEMS	PAY ESTIMATE #2	GMA - STREET	69,546.19
93546	TRANSPORTATION, DEPT	BIA PROJECT COSTS	GMA - STREET	964.83
93547	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	128.57
	UNITED PARCEL SERVIC		POLICE PATROL	130.28
93548	VERIZON/FRONTIER	AMR LINES	METER READING	276.66
93549	WASTE MANAGEMENT	CLEAN SWEEP 2014	PROTECTIVE INSPECTIONS	686.42
	WASTE MANAGEMENT		PROTECTIVE INSPECTIONS	1,320.63
	WASTE MANAGEMENT	RECYCLE PILOT	RECYCLING OPERATION	2,005.44
93550	WATER ENVIRONMENTAL	WEF RENEWAL DUES-BYDE	UTIL ADMIN	94.00
93551	WAXIE SANITARY SUPPL	JANITORIAL SUPPLIES	MAINTENANCE	198.74
93552	WEBCHECK	WEBCHECK SERVICES-JUNE 2014	UTILITY BILLING	977.40
93553	WEED GRAAFSTRA	FORFEITURES-JUNE 2014	POLICE INVESTIGATION	107.25
	WEED GRAAFSTRA	LEGAL SERVICE	STORM DRAINAGE	283.00
	WEED GRAAFSTRA		GMA - STREET	885.50
	WEED GRAAFSTRA		UTIL ADMIN	1,043.25
	WEED GRAAFSTRA		ROADS/STREETS CONSTRUC	1,896.25
	WEED GRAAFSTRA		GMA - STREET	2,125.50
	WEED GRAAFSTRA		GMA - STREET	2,238.75
	WEED GRAAFSTRA		UTIL ADMIN	2,592.25
	WEED GRAAFSTRA		LEGAL-GENL	4,183.25
	WEED GRAAFSTRA		LEGAL-GENL	14,887.50
	WEED GRAAFSTRA		UTIL ADMIN	14,887.50
93554	WESTERN PETERBILT	FREIGHT CREDIT	EQUIPMENT RENTAL	-19.01
	WESTERN PETERBILT	VALVE BRAKE	EQUIPMENT RENTAL	81.63
	WESTERN PETERBILT	PS ASST CYLINDER FRAME BRACKET	EQUIPMENT RENTAL	1,654.24
93555	WHITE, CONNIE	RENTAL FEES/DEPOSIT REFUND	GENERAL FUND	100.00
	WHITE, CONNIE		PARKS-RENTS & ROYALTIES	145.00
93556	WSSUA	UMPIRES	RECREATION SERVICES	2,151.00

**WARRANT TOTAL:**

**723,878.00**

**REASON FOR VOIDS:**

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

CHECK # 82356      CHECK LOST IN MAIL      (185.00)  
 CHECK # 89602      CHECK LOST IN MAIL      (100.00)

**723,593.00**

# *Index #4*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: July 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 **July 23, 2014** claims in the amount of **\$299,908.68** paid by **Check No.'s 93557 through 93721 with no Check No. voided.**

**COUNCIL ACTION:**

BLANKET CERTIFICATION  
**CLAIMS**  
FOR  
**PERIOD-7**

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 **\$299,908.68 PAID BY CHECK NO.'S 93557 THROUGH 93721 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 **28<sup>th</sup> DAY OF JULY 2014.**

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

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

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

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

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

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

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

**CITY OF MARYSVILLE**  
**INVOICE LIST**  
 FOR INVOICES FROM 7/17/2014 TO 7/23/2014

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
03557	ABOU-ZAKI, KAMAL	INTERPRETER SERVICES	COURTS	150.00
03558	ALBERTSONS	PARKS/KBCC/STAFF/CAMP SUPPLIES	BAXTER CENTER APPRE	16.41
	ALBERTSONS		COMMUNITY CENTER	20.07
	ALBERTSONS		RECREATION SERVICES	34.32
	ALBERTSONS		RECREATION SERVICES	48.23
	ALBERTSONS		PARK & RECREATION FAC	95.98
	ALBERTSONS		RECREATION SERVICES	96.55
	ALBERTSONS		PARK & RECREATION FAC	102.90
03559	ALDERMAN, ROY A	MILEAGE REIMBURSEMENT	UTIL ADMIN	43.79
03560	ALFRED, DENNY	UB 220830000000 12525 45TH DR	WATER/SEWER OPERATION	114.03
03561	ALPINE PRODUCTS INC	TRAFFIC LINE PAINT	TRAFFIC CONTROL DEVICES	14,532.98
03562	ARAMARK UNIFORM	UNIFORM SERVICE	MAINTENANCE	11.13
	ARAMARK UNIFORM		MAINTENANCE	11.13
	ARAMARK UNIFORM		EQUIPMENT RENTAL	26.01
03563	BANK OF AMERICA	PARKING REIMBURSEMENT	POLICE ADMINISTRATION	3.00
03564	BANK OF AMERICA	COMMUNICATION REIMBURSEMENT	UTILITY BILLING	13.98
03565	BANK OF AMERICA	TRAINING REIMBURSEMENT	COMMUNITY DEVELOPMENT-	60.00
03566	BANK OF AMERICA	MEAL REIMBURSEMENT	EXECUTIVE ADMIN	168.22
03567	BANK OF AMERICA	SUPPLY REIMBURSEMENT	RECREATION SERVICES	109.00
	BANK OF AMERICA		COMMUNITY EVENTS	172.23
03568	BANK OF AMERICA	TRAVEL REIMBURSEMENT	EXECUTIVE ADMIN	104.73
	BANK OF AMERICA		CITY COUNCIL	439.44
03569	BANK OF AMERICA	TRAINING REIMBURSEMENT	GENL GVRNMNT SERVICES	61.89
	BANK OF AMERICA		EXECUTIVE ADMIN	567.00
03570	BANK OF AMERICA	TRAVEL/TRAINING REIMBURSEMENT	POLICE INVESTIGATION	115.03
	BANK OF AMERICA		POLICE ADMINISTRATION	190.95
	BANK OF AMERICA		POLICE TRAINING-FIREARMS	2,192.94
03571	BICKFORD FORD	CORE REFUND	EQUIPMENT RENTAL	-325.80
	BICKFORD FORD	BLOWER MOTOR	EQUIPMENT RENTAL	54.65
	BICKFORD FORD	ACTUATOR	EQUIPMENT RENTAL	62.30
	BICKFORD FORD	BLOWER MOTOR AND MULTI-FUNCTIO	EQUIPMENT RENTAL	206.86
	BICKFORD FORD	SPARK PLUGS AND IGNITION COIL	EQUIPMENT RENTAL	460.90
	BICKFORD FORD	INSTRUMENT CLUSTER W/CORE CHAR	EQUIPMENT RENTAL	736.29
03572	BOYDEN ROBINETT & AS	UB 651061262000 10612 62ND AVE	WATER/SEWER OPERATION	49.29
03573	BOYDEN ROBINETT & AS	UB 651449111000 10400 60TH AVE	WATER/SEWER OPERATION	79.07
03574	BROWNS PLUMBING	VALVE KIT	PARK & RECREATION FAC	29.31
03575	BSN SPORTS, INC	BASKETBALLS	RECREATION SERVICES	231.25
	BSN SPORTS, INC		RECREATION SERVICES	258.93
03576	BUD BARTON'S GLASS	PLEXI-GLASS	PARK & RECREATION FAC	33.94
03577	CARDWELL, IRATXE	INTERPRETER SERVICES	COURTS	100.00
03578	CARQUEST	SURFACE FLYWHEEL	EQUIPMENT RENTAL	34.82
03579	CARRS ACE	PUMP SPRAYERS	SIDEWALKS CONSTRUCTION	32.49
	CARRS ACE	PRUNERS, TRIMMER LINE, SCISSOR	WASTE WATER TREATMENT F	82.99
	CARRS ACE	LADDER	WASTE WATER TREATMENT F	108.59
03580	CARTER, MICHAEL	WITNESS FEES	MUNICIPAL COURTS	18.40
03581	CEMEX	ASPHALT	SIDEWALKS MAINTENANCE	216.22
03582	CHAMPION BOLT	GLOVES	PARK & RECREATION FAC	129.73
03583	CHEMTRADE CHEMICALS	ALUMINUM SULFATE	WASTE WATER TREATMENT F	4,971.58
03584	CLEAN CUT	TREE REMOVAL	PARK & RECREATION FAC	5,430.00
03585	CONCRETE NOR'WEST	CONCRETE	PARK & RECREATION FAC	401.83
03586	COOP SUPPLY	ANT CONTROL	PARK & RECREATION FAC	5.42
	COOP SUPPLY		PARK & RECREATION FAC	5.42
	COOP SUPPLY	DRUM PITCHER AND HAND PUMP	WASTE WATER TREATMENT F	86.87
03587	CORN, CHRISTINE	UB 846409000000 6409 78TH PL N	WATER/SEWER OPERATION	69.84
03588	COUNTRY GREEN TURF	PALLET REFUND	PARK & RECREATION FAC	-70.00



**CITY OF MARYSVILLE  
 INVOICE LIST**

FOR INVOICES FROM 7/17/2014 TO 7/23/2014

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
93588	COUNTRY GREEN TURF	SOD W/PALLET CHARGE	PARK & RECREATION FAC	1,437.50
93589	CRYSTAL SPRINGS	WATER COOLER RENTAL AND WATER	SOLID WASTE OPERATIONS	47.15
	CRYSTAL SPRINGS		WASTE WATER TREATMENT F	118.65
93590	CULLEY, BRANDON & HE	UB 020420000000 5304 86TH PL N	WATER/SEWER OPERATION	41.20
93591	DB SECURE SHRED	MONTHLY SHREDDING SERVICE	PROBATION	16.79
	DB SECURE SHRED		PERSONNEL ADMINISTRATIOI	19.52
	DB SECURE SHRED		MUNICIPAL COURTS	50.38
93592	DEAVER ELECTRIC	RESTAURANT LIGHT REPAIR	GOLF ADMINISTRATION	659.21
	DEAVER ELECTRIC	LIBRARY LIGHT REPAIR	LIBRARY-GENL	832.44
93593	DENSON, KRISTIN	REFUND CLASS FEES	PARKS-RECREATION	30.00
	DENSON, KRISTIN		PARKS-RECREATION	145.00
93594	DIAMOND B CONSTRUCT	REPLACE GAS MOTORS	WATER FILTRATION PLANT	1,262.56
93595	DICKS TOWING	TOWING EXPENSE-MP14-5408	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE-MP14-5438	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE-MP14-5442	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE-MP14-5468	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE-MP14-5480	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE-MP14-5481	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE-MP14-5555	POLICE PATROL	43.44
93596	DONALDSON, BRENDA	REIMBURSE WSDOT SPEC BOOK PURC	TRANSPORTATION MANAGEM	54.35
93597	DYNAMIC BRANDS, LLC	PULL CARTS	GOLF COURSE	-36.57
	DYNAMIC BRANDS, LLC		PRO-SHOP	461.81
	DYNAMIC BRANDS, LLC	BAGS AND CARTS	GOLF COURSE	602.45
	DYNAMIC BRANDS, LLC		GOLF COURSE	665.00
93598	E&E LUMBER	RETURN MASONRY	FACILITY MAINTENANCE	-26.05
	E&E LUMBER	FASTENERS	PARK & RECREATION FAC	1.82
	E&E LUMBER	PVC STRAPS	COMPUTER SERVICES	2.07
	E&E LUMBER	FASTENERS	PUBLIC SAFETY BLDG.	2.99
	E&E LUMBER	ELEC TAPE	RECREATION SERVICES	5.19
	E&E LUMBER	PLUGS	PARK & RECREATION FAC	6.23
	E&E LUMBER	KICKDOWN STRIPS	PARK & RECREATION FAC	6.24
	E&E LUMBER	TAPE AND COUPLER SET	PARK & RECREATION FAC	8.43
	E&E LUMBER	SAFETY GLASSES	PARK & RECREATION FAC	10.41
	E&E LUMBER	PUTTY AND WELDWOOD	PARK & RECREATION FAC	11.65
	E&E LUMBER	RESTROOM SUPPLIES	PARK & RECREATION FAC	15.20
	E&E LUMBER	SPRING SNAP LINK	TRAFFIC CONTROL DEVICES	16.66
	E&E LUMBER	HARDWARE	TRANSPORTATION MANAGEM	17.71
	E&E LUMBER	VISQUEEN	PARK & RECREATION FAC	27.10
	E&E LUMBER	LOPPING SHEAR AND MOLE TRAP	MAINTENANCE	40.64
	E&E LUMBER	MASONRY AND SAFETY GLASSES	FACILITY MAINTENANCE	41.68
	E&E LUMBER	TIRE AND ROD	PARK & RECREATION FAC	63.57
	E&E LUMBER	PAINT	PARK & RECREATION FAC	70.87
	E&E LUMBER	BULBS	PARK & RECREATION FAC	81.25
	E&E LUMBER	PAINT	PARK & RECREATION FAC	106.31
93599	EDENS, GERALD	UB 842000027000 7806 69TH ST N	WATER/SEWER OPERATION	293.35
93600	ESSWINE, HELEN	UB 941210000000 1234 BEACH AVE	WATER/SEWER OPERATION	126.97
93601	EVERETT HYDRAULICS	RESEAL HYDRAULIC DRIVE MOTOR	EQUIPMENT RENTAL	354.90
	EVERETT HYDRAULICS	RESEAL MOWER DECK CYLINDERS	EQUIPMENT RENTAL	546.00
93602	EVERETT STEEL CO	STEEL	EQUIPMENT RENTAL	77.07
93603	EVERGREEN SECURITY	MONITORING AND COMMUNICATION T	COURT FACILITIES	117.00
93604	FEENEY WIRELESS	MODEMS FOR PATROL CARS	IS REPLACEMENT ACCOUNTS	5,232.38
93605	FORD, DEBBY	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
93606	FRONTIER COMMUNICATI	ACCT #36065774950927115	STREET LIGHTING	39.09
	FRONTIER COMMUNICATI	ACCT #36065836350725085	UTIL ADMIN	43.33
	FRONTIER COMMUNICATI		COMMUNITY DEVELOPMENT-	43.33

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 7/17/2014 TO 7/23/2014**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
03607	FUN EXPRESS LLC	SUMMER CAMP SUPPLIES	GENERAL FUND	-14.29
	FUN EXPRESS LLC		RECREATION SERVICES	180.46
03608	GAUTHIER, CHERI	REFUND CLASS FEES	PARKS-RECREATION	69.00
03609	GENUINE AUTO GLASS	REPLACE REAR WINDOW	EQUIPMENT RENTAL	320.37
03610	GILLINGS, FRED	REIMBURSE CONFERENCE EXPENSES	MUNICIPAL COURTS	150.60
03611	GORDON, JEFFREY & LI	UB 212020000002 12914 48TH DR	WATER/SEWER OPERATION	129.99
03612	GOVCONNECTION INC	KEYBOARD REPLACEMENTS	COMPUTER SERVICES	113.70
	GOVCONNECTION INC	PERIPHERAL REPLACEMENTS	COMPUTER SERVICES	207.11
03613	GREENHAUS PORTABLE	PORTABLE RENTALS	RECREATION SERVICES	121.00
	GREENHAUS PORTABLE		RECREATION SERVICES	484.00
	GREENHAUS PORTABLE		PARK & RECREATION FAC	879.50
03614	GREENSHIELDS	PLUG	EQUIPMENT RENTAL	8.15
	GREENSHIELDS	HARDWARE AND ADAPTERS	TRAFFIC CONTROL DEVICES	16.29
	GREENSHIELDS	HOSE AND FITTING	PARK & RECREATION FAC	90.57
03615	GRIFFEN, CHRIS	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	37.50
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	90.00
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	127.50
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	165.00
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	187.50
03616	GRIFFEN, CHRIS	RETURN OF SEIZED PROPERTY-NEWM	DRUG SEIZURE	867.00
03617	HARRISON, GERALD	UB 983619810000 3619 81ST DR N	WATER/SEWER OPERATION	12.44
03618	HASLER, INC	POSTAGE	PERSONNEL ADMINISTRATIO	58.09
	HASLER, INC		PARK & RECREATION FAC	78.17
	HASLER, INC		LEGAL-GENL	136.85
	HASLER, INC		EXECUTIVE ADMIN	184.54
	HASLER, INC		UTIL ADMIN	212.38
	HASLER, INC		COMMUNITY DEVELOPMENT-	333.89
	HASLER, INC		UTILITY BILLING	423.89
	HASLER, INC		POLICE ADMINISTRATION	921.87
	HASLER, INC		FINANCE-GENL	1,755.51
03619	HD FOWLER COMPANY	GAUGE	WASTE WATER TREATMENT F	27.13
	HD FOWLER COMPANY	BRASS HARDWARE	WASTE WATER TREATMENT F	69.31
	HD FOWLER COMPANY	DRAINAGE PARTS	PARK & RECREATION FAC	72.91
	HD FOWLER COMPANY	DRAIN AND GATE	PARK & RECREATION FAC	92.47
03620	HENSHAW, BRUCE	UB 240560000006 5422 105TH ST	WATER/SEWER OPERATION	137.02
03621	HERNANDEZ, JESSICA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
03622	HIMALAYA HOMES-RENTA	UB 757406490000 7406 49TH PL N	WATER/SEWER OPERATION	33.93
03623	HORIZON	FERROMEC LIQUID IRON	ROADSIDE VEGETATION	76.88
03624	HYLARIDES, LETTIE	INTERPRETER SERVICES	COURTS	112.50
	HYLARIDES, LETTIE		COURTS	112.50
	HYLARIDES, LETTIE		COURTS	212.50
03625	INTERSTATE BATTERY	BATTERIES	ER&R	387.33
03626	JENSEN, JACQULYN	UB 160160000000 12909 46TH DR	WATER/SEWER OPERATION	17.69
03627	KACHEL, KATHLEEN A	UB 680530000000 4720 101ST PL	WATER/SEWER OPERATION	473.63
03628	KINGSFORD, ANDREA	REIMBURSE SUMMER DAY CAMP SUPP	RECREATION SERVICES	46.25
03629	KUPRIYANOVA, SVETLAN	INTERPRETER SERVICES	COURTS	150.00
03630	LAKEWOOD SCHOOL DIST	INSTRUCTOR SERVICES	RECREATION SERVICES	1,330.00
03631	LAKEWOOD SCHOOL DIST		RECREATION SERVICES	2,261.00
03632	LAKEWOOD SCHOOL DIST		RECREATION SERVICES	598.50
03633	LANE, CAROL	UB 212840000000 4831 126TH PL	WATER/SEWER OPERATION	146.62
03634	LASTING IMPRESSIONS	BASKETBALL CAMP T-SHIRTS	RECREATION SERVICES	340.62
03635	LEGACY HOMES & LAND	UB 731490000001 6814 21ST DR N	WATER/SEWER OPERATION	1.06
	LEGACY HOMES & LAND		WATER/SEWER OPERATION	3.98
	LEGACY HOMES & LAND		WATER/SEWER OPERATION	10.25
	LEGACY HOMES & LAND		WATER/SEWER OPERATION	20.65

**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 7/17/2014 TO 7/23/2014**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
93636	LEONARD, REMY	PRO-TEM SERVICE	MUNICIPAL COURTS	1,110.00
	LEONARD, REMY		MUNICIPAL COURTS	1,110.00
93637	LES SCHWAB TIRE CTR	TIRE	PARK & RECREATION FAC	82.57
	LES SCHWAB TIRE CTR	DRIVE AXLE TIRE	ER&R	251.63
	LES SCHWAB TIRE CTR	REPAIR FLATS- #253 AND #H006	EQUIPMENT RENTAL	322.00
	LES SCHWAB TIRE CTR	REPAIR FLAT	EQUIPMENT RENTAL	354.98
93638	LOVINS LANDSCAPE	REPLACE PLUM TREE	GENERAL SERVICES - OVERH	868.80
93639	LOWES HIW INC	COOLERS	WATER DIST MAINS	67.12
	LOWES HIW INC	TABLES	MAINT OF GENL PLANT	103.32
93640	MALLORY SAFETY	TOOL LANYARDS	TRANSPORTATION MANAGEM	39.03
	MALLORY SAFETY	CARRYING BAGS	TRANSPORTATION MANAGEM	101.48
	MALLORY SAFETY	HARNESSES AND SAFETY STRAPS	TRANSPORTATION MANAGEM	1,155.15
93641	MARTINEZ, FLORENCI	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
93642	MARYSVILLE PRINTING	PO BOOKS	UTIL ADMIN	594.59
93643	MCCANN, MATT	UB 080138000000 5323 95TH PL N	WATER/SEWER OPERATION	8.02
93644	MIZELL, TARA	REIMBURSE FRONT DOOR BUZZER PU	RECREATION SERVICES	58.37
93645	MORENO, ARNOLD	INSTRUCTOR SERVICES	RECREATION SERVICES	112.00
	MORENO, ARNOLD		RECREATION SERVICES	117.60
	MORENO, ARNOLD		RECREATION SERVICES	147.00
	MORENO, ARNOLD		RECREATION SERVICES	252.00
	MORENO, ARNOLD		RECREATION SERVICES	308.00
93646	NATIONAL BARRICADE	ARROW BOARD RENTAL	TRAFFIC CONTROL DEVICES	162.90
93647	NEHRING, MARVIN W	WATER/SEWER CONSERVATION REBAT	UTIL ADMIN	50.00
93648	NELSON PETROLEUM	FUEL CONSUMED	MAINTENANCE	2,025.17
93649	NICKEL, MARK	UB 983602730000 3602 73RD DR N	WATER/SEWER OPERATION	22.60
93650	NOMAN, DIANA	INTERPRETER SERVICES	COURTS	116.85
93651	NORPAC FINANCIAL	UB 042420000001 9529 64TH DR N	WATER/SEWER OPERATION	26.32
93652	NORTHERN ENERGY PROP	PROPANE SHUT OFF VALVES	EQUIPMENT RENTAL	60.82
93653	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WASTE WATER TREATMENT F	3,119.10
93654	NORTHWEST BARRICADE	RENT TRAFFIC CONTROL DEVICES	TRAFFIC CONTROL DEVICES	3,596.72
93655	NORTHWESTERN AUTO	REPAIR LEAKS	EQUIPMENT RENTAL	447.43
93656	OFFICE DEPOT	OFFICE SUPPLIES	WATER QUAL TREATMENT	24.56
	OFFICE DEPOT		UTIL ADMIN	41.44
	OFFICE DEPOT		ENGR-GENL	41.44
	OFFICE DEPOT		UTIL ADMIN	68.98
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	68.99
93657	OLASON, MONICA	INSTRUCTOR SERVICES	RECREATION SERVICES	168.00
93658	OLSON, REGINE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
93659	PACIFIC PLUMBING	SINK W/FAUCET	FACILITY REPLACEMENT	175.32
	PACIFIC PLUMBING	WATER HEATER AND PAD	FACILITY REPLACEMENT	478.48
93660	PACIFIC POWER PROD	BLADES	PARK & RECREATION FAC	399.48
	PACIFIC POWER PROD	WHEEL AND BLADES	MAINTENANCE	568.46
93661	PACIFIC TOPSOILS	CEDAR CHIPS	PARK & RECREATION FAC	2,545.80
93662	PARTS STORE, THE	TRANS FILTER KIT	EQUIPMENT RENTAL	35.86
	PARTS STORE, THE	COOLING SYSTEM ADDITIVE	EQUIPMENT RENTAL	49.46
	PARTS STORE, THE	FUEL FILTERS, BELTS AND FUSES	MAINTENANCE	80.73
93663	PEACE OF MIND	MINUTE TAKING SERVICE	CITY CLERK	111.60
93664	PENEILLE, JEAN	UB 240640000001 10431 56TH AVE	WATER/SEWER OPERATION	6.40
93665	PERRAULT, VIKI	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
93666	PETROCARD SYSTEMS	FUEL CONSUMED	STORM DRAINAGE	54.38
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	74.39
	PETROCARD SYSTEMS		COMPUTER SERVICES	76.20
	PETROCARD SYSTEMS		ENGR-GENL	91.11
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	265.87
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	508.32

**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 7/17/2014 TO 7/23/2014**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
93666	PETROCARD SYSTEMS	FUEL CONSUMED	PARK & RECREATION FAC	1,245.67
	PETROCARD SYSTEMS		GENERAL SERVICES - OVERF	3,188.88
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	4,578.89
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	4,892.08
	PETROCARD SYSTEMS		POLICE PATROL	9,716.88
93667	PETTY CASH- PARKS	SUMMER CAMP SUPPLIES	RECREATION SERVICES	80.58
93668	PHAM, JOSEPH	INTERPRETER SERVICES	COURTS	125.00
93669	PILCHUCK RENTALS	WEEDEATER LINE	PARK & RECREATION FAC	141.18
	PILCHUCK RENTALS	HELMETS	PARK & RECREATION FAC	151.93
93670	PING	GOLF BAGS	GOLF COURSE	690.00
	PING	GOLF CLUBS	GOLF COURSE	981.28
93671	PREVIEW PROPERTIES N	UB 811411600001 5212 GROVE ST	WATER/SEWER OPERATION	96.25
	PREVIEW PROPERTIES N		WATER/SEWER OPERATION	237.42
93672	PUBLIC SAFETY TESTIN	QUARTERLY SUBSCRIPTION FEES	PERSONNEL ADMINISTRATIO	800.00
93673	PUD	ACCT #2024-6102-6	MAINT OF GENL PLANT	32.55
	PUD	ACCT #2020-0351-3	PUMPING PLANT	45.16
	PUD	ACCT #2031-9973-2	TRANSPORTATION MANAGEM	74.74
	PUD	ACCT #2021-7595-6	TRAFFIC CONTROL DEVICES	86.25
	PUD	ACCT #2048-2122-7	TRAFFIC CONTROL DEVICES	217.33
	PUD	ACCT #2054-1976-5	PUBLIC SAFETY BLDG.	237.91
	PUD	ACCT #2008-2454-8	MAINT OF GENL PLANT	1,298.25
	PUD	ACCT #2016-3968-9	MAINT OF GENL PLANT	2,210.05
	PUD	ACCT #2020-0499-0	LIBRARY-GENL	2,513.18
	PUD	ACCT #2014-6303-1	PUBLIC SAFETY BLDG.	3,220.74
	PUD	ACCT #2003-0347-7	WATER FILTRATION PLANT	3,495.87
	PUD	ACCT #2011-4725-3	PUMPING PLANT	3,773.36
	PUD	ACCT #2014-2063-5	WASTE WATER TREATMENT F	7,747.67
	PUD	ACCT #2020-7500-8	WASTE WATER TREATMENT F	9,024.24
	PUD	ACCT #2017-2118-0	WASTE WATER TREATMENT F	17,067.19
93674	PUD	CONTACT FEES ON PUD POLES FOR	METER READING	218.40
93675	PUGET SOUND SECURITY	SECURITY SERVICES	PROBATION	753.38
	PUGET SOUND SECURITY		MUNICIPAL COURTS	2,260.12
93676	RANDHAWA, MOHINDER	INTERPRETER SERVICES	COURTS	150.00
93677	RICKS, DOUGLAS F	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	575.00
93678	ROY ROBINSON	WIPER BLADES	ER&R	173.24
93679	RUSDEN, JOHN	PRO-TEM SERVICE	MUNICIPAL COURTS	1,665.00
93680	S&S WORLDWIDE	SUMMER CAMP SUPPLIES	GENERAL FUND	-23.84
	S&S WORLDWIDE		RECREATION SERVICES	301.03
93681	SANDBO, ROBYN	REFUND CLASS FEES	PARKS-RECREATION	250.00
93682	SANTOYO, PATRICIA	REFUND RENTAL FEES AND DEPOSIT	PARKS-RECREATION	85.00
	SANTOYO, PATRICIA		GENERAL FUND	100.00
93683	SCANES, MAVIS*	UB 800304000000 6121 54TH DR N	WATER/SEWER OPERATION	170.40
93684	SISKUN POWER EQUIPME	GENERATOR	WATER DIST MAINS	1,025.40
93685	SMITH FIRE SYSTEMS	ANNUAL INSPECTION	PUBLIC SAFETY BLDG.	605.00
93686	SNAP-ON INCORPORATED	VACTOR AIR GUN REPAIR	SEWER MAIN COLLECTION	75.47
	SNAP-ON INCORPORATED		STORM DRAINAGE	75.48
93687	SNO CO PUBLIC WORKS	PROJECT BILLING-CR000020	TRANSPORTATION MANAGEM	3,390.20
93688	SOUND PUBLISHING	LEGAL ADS	CITY CLERK	162.45
93689	SOUND PUBLISHING		GMA - STREET	88.72
	SOUND PUBLISHING		ROADWAY MAINTENANCE	197.74
93690	SOUND SAFETY	JEANS-HAYES	GENERAL SERVICES - OVERF	50.18
	SOUND SAFETY	EAR PROTECTION AND WORK SHORTS	PARK & RECREATION FAC	72.53
93691	SOUND TRACTOR	MOWER DECK PARTS	ROADSIDE VEGETATION	22.17
	SOUND TRACTOR	REPAIR TRANS AXLE SEAL LEAK	EQUIPMENT RENTAL	47.91
93692	SPRINGBROOK NURSERY	ROCK	PARK & RECREATION FAC	54.39

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 7/17/2014 TO 7/23/2014**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
93693	STAPLES	OFFICE SUPPLIES	STORM DRAINAGE	0.66
	STAPLES		STORM DRAINAGE	5.74
	STAPLES		POLICE ADMINISTRATION	10.68
	STAPLES		MUNICIPAL COURTS	30.19
	STAPLES		STORM DRAINAGE	50.10
	STAPLES		MUNICIPAL COURTS	96.74
	STAPLES		EXECUTIVE ADMIN	107.49
93694	STATE PATROL	FINGERPRINT ID SERVICES	COMMUNITY DEVELOPMENT-	26.00
	STATE PATROL		GENERAL FUND	346.50
93695	STEVENS, LEE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
93696	STRAWBERRY LANES	SUMMER CAMP BOWLING	RECREATION SERVICES	143.00
93697	SWANSON CARPET SERVI	CARPET CLEANING	WASTE WATER TREATMENT F	177.10
93698	TEW, MIKE	CANCELED TOURNAMENT REFUND	PARKS-RECREATION	276.00
93699	THYSSENKRUPP ELEVATO	PREVENTATIVE MAINTENANCE	ADMIN FACILITIES	205.17
	THYSSENKRUPP ELEVATO		PUBLIC SAFETY BLDG.	205.17
93700	TITLEIST	WEDGES	GOLF COURSE	620.49
93701	TORO NSN	TORO IRRIGATION PLAN	MAINTENANCE	134.00
93702	UTILITIES UNDERGROUN	EXCAVATION NOTICES-JUNE 2014	UTILITY LOCATING	475.86
93703	VANDERWALKER,M	REIMBURSE MILEAGE	POLICE TRAINING-FIREARMS	46.30
93704	VERIZON/FRONTIER	WIRELESS CHARGES	ANIMAL CONTROL	25.89
	VERIZON/FRONTIER		LEGAL-GENL	40.01
	VERIZON/FRONTIER		UTILITY BILLING	47.30
	VERIZON/FRONTIER		GOLF ADMINISTRATION	47.30
	VERIZON/FRONTIER		FACILITY MAINTENANCE	47.30
	VERIZON/FRONTIER		CRIME PREVENTION	49.54
	VERIZON/FRONTIER		FINANCE-GENL	54.31
	VERIZON/FRONTIER		PERSONNEL ADMINISTRATIO	54.31
	VERIZON/FRONTIER		YOUTH SERVICES	77.67
	VERIZON/FRONTIER		WATER SUPPLY MAINS	80.02
	VERIZON/FRONTIER		EQUIPMENT RENTAL	101.61
	VERIZON/FRONTIER		OFFICE OPERATIONS	103.56
	VERIZON/FRONTIER		LEGAL - PROSECUTION	108.62
	VERIZON/FRONTIER		ENGR-GENL	125.26
	VERIZON/FRONTIER		PARK & RECREATION FAC	125.26
	VERIZON/FRONTIER		EXECUTIVE ADMIN	159.40
	VERIZON/FRONTIER		RECREATION SERVICES	172.56
	VERIZON/FRONTIER		DETENTION & CORRECTION	181.23
	VERIZON/FRONTIER		SOLID WASTE OPERATIONS	189.20
	VERIZON/FRONTIER		POLICE INVESTIGATION	227.71
	VERIZON/FRONTIER		COMMUNITY DEVELOPMENT-	229.21
	VERIZON/FRONTIER		STORM DRAINAGE	308.42
	VERIZON/FRONTIER		GENERAL SERVICES - OVERH	349.46
	VERIZON/FRONTIER		WASTE WATER TREATMENT F	398.86
	VERIZON/FRONTIER		POLICE ADMINISTRATION	445.89
	VERIZON/FRONTIER		COMPUTER SERVICES	530.67
	VERIZON/FRONTIER		UTIL ADMIN	936.23
	VERIZON/FRONTIER		POLICE PATROL	2,973.16
93705	VINYL SIGNS & BANNER	SIGNS	PARK & RECREATION FAC	214.76
93706	WA STATE TREASURER	FORFEITURE Q2-2014	DRUG SEIZURE	1,567.81
93707	WA WILDLIFE & REC	2014 AGENCY MEMBERSHIP DUES	PARK & RECREATION FAC	650.00
93708	WAGeworks	FLEX PLAN FEES	PERSONNEL ADMINISTRATIO	60.00
93709	WASHINGTON TRACTOR	DIODE ASSEMBLY	EQUIPMENT RENTAL	49.74
93710	WASTE MANAGEMENT	YARDWASTE/RECYCLE SERVICE	RECYCLING OPERATION	105,789.41
93711	WAXIE SANITARY SUPPL	JANITORIAL SUPPLIES	PARK & RECREATION FAC	116.73
	WAXIE SANITARY SUPPL		PARK & RECREATION FAC	853.51

**CITY OF MARYSVILLE**  
**INVOICE LIST**  
**FOR INVOICES FROM 7/17/2014 TO 7/23/2014**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
93712	WHITE CAP CONSTRUCT	SAFETY SUPPLIES	PARK & RECREATION FAC	229.69
93713	WHITFIELD, DON	UB 960670000004 1059 STATE AVE	WATER/SEWER OPERATION	160.46
93714	WIDE FORMAT COMPANY	MAINTENANCE AGREEMENT KIP PRIN	UTIL ADMIN	106.43
93715	WINDERMERE PROPERTY	UB 983602730000 3602 73RD DR N	WATER/SEWER OPERATION	162.38
93716	WREDE, DAVID	UB 983619810000 3619 81ST DR N	WATER/SEWER OPERATION	254.20
93717	WRIGHT, DONNA	REIMBURSE MILEAGE	CITY COUNCIL	39.28
93718	WRIGHT, JAMES	UB 761366000000 7123 65TH ST N	WATER/SEWER OPERATION	830.86
93719	YAMAHA MOTOR CORP	GOLF CART LEASE	PRO-SHOP	1,164.61
93720	ZEE MEDICAL SERVICE	RESTOCK FIRST AID KIT	UTIL ADMIN	35.47
	ZEE MEDICAL SERVICE		ENGR-GENL	35.48
	ZEE MEDICAL SERVICE		COMMUNITY DEVELOPMENT-	70.78
	ZEE MEDICAL SERVICE		GENERAL SERVICES - OVERF	80.39
	ZEE MEDICAL SERVICE		MAINT OF GENL PLANT	80.40
93721	ZUBAL, TRAVIS & KARA	UB 987215000000 7215 38TH ST N	WATER/SEWER OPERATION	185.05

**WARRANT TOTAL:**

**299,908.68**

**REASON FOR VOIDS:**

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

# *Index #5*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: July 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 July 18, 2014 payroll in the amount \$901,526.53 Check No.'s 27958 through 28012 with Check No.'s 27722 and 27603 voided and reissued with Check No.'s 27956 and 27957.

**COUNCIL ACTION:**




# *Index #6*

## CITY OF MARYSVILLE AGENDA BILL

### EXECUTIVE SUMMARY FOR ACTION

**CITY COUNCIL MEETING DATE: 07/28/14**

<b>AGENDA ITEM:</b> WWTP Office Building Retrofit	
<b>PREPARED BY:</b> Adam Benton, Fleet & Facilities Manager	<b>DIRECTOR APPROVAL:</b> 
<b>DEPARTMENT:</b> Public Works, Facilities	
<b>ATTACHMENTS:</b> 2 Original Copies of the Professional Services Agreement and Exhibit A - Scope of Services	
<b>BUDGET CODE:</b> 40230594.563000.S1404	<b>AMOUNT:</b> \$375,672.00

**SUMMARY:**

The Waste Water Treatment Plant Office Building Retrofit project includes planning, programming and design services for the retrofit and expansion of existing facilities to alleviate current overcrowding, to accommodate future growth and to address the current process levels at the WWTP.

The initial phase of this project will include a review of existing facilities and design constraints, solicitation of needs from multiple stakeholders groups within the City, a determination of building requirements based upon stakeholder needs and a conceptual design encompassing all of this information. The information generated under Phase 1 (\$53,712) will be presented to Public Works Committee in order to make a formal decision regarding a preferred alternative. This information will then be utilized in Phase 2 (\$321,960) to finalize the design, create construction documents and prepare for and solicit bids for construction.

The Request for Proposals for this project was advertised on March 24, 2014. The RFPs were reviewed for qualifications and three consultants were then selected from this pool for interviews. The successful consultant was TCA Architecture Planning Inc., PS.

<b>RECOMMENDED ACTION:</b>
Staff recommends that Council authorize the Mayor to sign and execute the Professional Services Agreement for the amount of \$375,672.00 with TCA Architecture Planning Inc., PS for planning programming and design services related to the retrofit of the existing Waste Water Treatment Plant Office Building.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND TCA ARCHITECTURE PLANNING INC. PS  
FOR CONSULTANT SERVICES**

**THIS AGREEMENT** ("Agreement") is made and entered into by and between the City of Marysville, a Washington State municipal corporation ("City"), and TCA Architecture Planning, Inc. PS, a Washington a Washington Professional Services corporation licensed to do business in Washington State. ("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 regarding planning, programming and designing the retrofit and expansion of the City's Waste Water Treatment Plant Office Building as described in Article II. 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 Notice to Proceed and shall terminate at midnight, July 31, 2016. 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.**

a. The term “employee” or “employees” as used herein shall mean any officers, agents, or employee of the of the Consultant.

b. 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.

c. Consultant represents, unless otherwise indicated below, that all employees of Consultant that will provide any of the work under this Agreement have not ever been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol

(WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please indicate No or Yes below)*

No employees supplying work have ever been retired from a Washington state retirement system.

Yes employees supplying work have been retired from a Washington state retirement system.

In the event the Consultant indicates “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, Consultant hereby agrees to save, indemnify, defend and hold City harmless from and against all expenses and costs, including reasonable attorney’s fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event Consultant affirms that an employee providing work has ever retired from a Washington State retirement system, said employee shall be identified by Consultant, and such retirees shall provide City with all information required by City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.


### III.6 INDEMNITY.

a. **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.

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 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.

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

d. For the purposes of the indemnity contained in subpart “A” of this paragraph 3.6, Consultant hereby knowing, intentionally, and voluntarily waives the immunity of the Industrial Insurance Act, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

 (initials) \_\_\_\_\_ (initials)

### 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.

b. **Minimum Scope of Insurance - Consultant shall obtain insurance of the types described below:**

- (1). Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- (2). Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
- (3). Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4). Professional Liability insurance appropriate to the Consultant's profession.

c. **The minimum insurance limits 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. \$1,000,000 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) Professional Liability/Consultant's Errors and Omissions Liability. \$1,000,000 per claim and \$1,000,000 as an annual aggregate.

d. **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.

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

f. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

g. **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.

h. **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.

i. **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.

j. **Failure to Maintain Insurance** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such

insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

**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 will use the following Subcontractors/Subconsultants or as set forth in Exhibit B-1:

Gray & Osborne Inc.  
The Watershed Company

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 **\$375,672** 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:  
**City of Marysville Public Works**  
**Attn: Adam Benton, Fleet & Facilities Manager**  
**80 Columbia Ave**  
**Marysville, WA 98270**

Notices to the Consultant shall be sent to the following address:  
**TCA Architecture Planning Inc., PS**  
**Attn: Brian Harris, Principal**  
**6211 Roosevelt Way NE**  
**Seattle, WA 98115**

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 21<sup>ST</sup> day of JULY, 20114

CITY OF MARYSVILLE

TCA ARCHITECTURE PLANNING INC.,  
PS

By \_\_\_\_\_  
Marysville, Mayor

By  \_\_\_\_\_

Approved as to form:

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

**Exhibit A**  
**Scope of Services**

## City of Marysville

## Wastewater Treatment Plant- Master Planning and Office Remodel/Addition

April 16, 2014

**EXHIBIT A - SCOPE OF SERVICES****ARCHITECTURAL AND ENGINEERING APPROACH - Phase 1 & 2****Project Phases**

<b>1</b>	<b>Master Plan / Programming</b>	
<b>2</b>	<b>Design / Construction</b>	<b>% of Task</b>
	~ Schematic Design	13%
	~ Design Development	20%
	~ Construction Documents	36%
	~ Bidding	2%
	~ Construction Administration	29%
		<hr/> 100%

<b>Phase 1 Task Summary</b>		<b>Mtgs</b>
<b>Task 1</b>	<b>Existing System Review</b> ~ Data Collection & Review ~ Walk all facilities ~ Review existing facility conditions ~ Review WWTP process	1
<b>Task 2</b>	<b>Managers Scoping Meeting - Needs Discussion</b> ~ Develop and review materials for needs discussion ~ Participate in a needs meeting with the following groups: Vactor Wastewater Surface Water Water Quality Operations ~ Summarize short and long-term needs	5 (same day)
<b>Task 3</b>	<b>Stakeholders (Staff) Meeting - Needs discussion</b> ~ Develop and review materials for needs discussion ~ Participate in a needs meeting with the following groups: Facilities/ IT Building Department (seperately) ~ Summarize short and long-term needs	2 (same day)
<b>Task 4</b>	<b>Information Dissemination</b> ~ Site background drawing development ~ Synthesize meeting comments task 2 & 3 ~ Prepare block diagram alternatives for Director meeting	
<b>Task 5</b>	<b>Directors Meeting- final needs determination</b> ~ Needs prioritization, finalize objectives and direction	1

## City of Marysville

## Wastewater Treatment Plant- Master Planning and Office Remodel/Addition

April 16, 2014

**Task 6****Programming - Space Identification/Component Diagrams**

- ~ Diagram - operational needs, component space diagrams, adjacencies
- ~ Review draft with City
- ~ Finalize program needs

**Task 7****Establish Site/Code Constraints**

- ~ Site analysis
- ~ Meeting with Planning Department
- ~ Review and document zoning/planning constraints
- ~ Develop constraint diagram/ sketch

**General****Management**

- ~ Meeting notes and distribution
- ~ Project administration
- ~ Meeting coordination
- ~ Develop master project schedule
- ~ Presentation of recommended alternatives to Public Works Committee
- ~ Obtain approval from City to proceed to next task

<b>Phase 2 Task Summary</b>
-----------------------------

**Task 1****Schematic Design, 13% of Basic Service Task****Services in this phase include:**

Services to prepare drawings and documents illustrating the general scope, scale and relationship of project components for approval by the City.

- ~ Provide project administration (project management, meetings, consultant coordination, client correspondence)
- ~ Coordinate additional on-site investigations, studies, reports, and/or update as necessary
- ~ Submit room adjacency diagram to City along with questionnaire for review and comment
- ~ From adjacency plan review, develop schematic design drawings incorporating comments and develop floor plans, elevations and site plan. Submit design drawings to City for review and comment
- ~ Adjust schematic design as required to meet City needs
- ~ Develop outline specifications describing general types of construction materials, HVAC systems and electrical requirements
- ~ Further research of zoning ordinances and building code for project conformance
- ~ Obtain preliminary code review of project from the City
- ~ Work with cost estimator to develop updated construction costs
- ~ Present 30% design documents, including outline specifications and cost estimates to City for review and comment
- ~ Update project schedule
- ~ Obtain approval from City to proceed to the next task

## City of Marysville

### Wastewater Treatment Plant- Master Planning and Office Remodel/Addition

April 16, 2014

#### **Task 2                      Design Development, 20% of Basic Service Task**

**Services in this phase include:**

Services to prepare drawings, specifications, and other documents to fix and describe the size and character of the entire project, including site and building systems, materials and elements.

- ~ Provide project administration (project management, meetings, consultant coordination, client correspondence)
- ~ Design development of site improvements and buildings as necessary to define the functional layout and meet the City's program and design goals
- ~ Develop 24"x36" design drawings including plans, elevations, sections, wall sections, interior elevations, site plan, site utilities, grading plan, drainage plan, paving plan and landscape plans, and off-site improvement plans in conjunction with the other disciplines
- ~ Update specifications and expand detail
- ~ Work with City to review Owner Contractor Agreement and General Conditions of the Contract
- ~ Develop a furnishings and equipment list which establishes contractor and owner supplied equipment
- ~ Work with estimator to develop an updated construction cost and project estimate. Estimate to include but not be limited to construction costs, professional fees, furnishings, permits, special inspections, escalation
- ~ Submit 60% documents to City for review and comment
- ~ Obtain approval from City to proceed to next task
- ~ Update project schedule

#### **Task 3                      Construction Documents, 36% of Basic Service Task**

**Services in this phase include:**

Services to prepare drawings, specifications, and other documents setting forth in detail the requirements for permit approval, bidding and construction of the project.

- ~ Provide project administration (project management, meetings, consultant coordination, client correspondence)
- ~ Finalize construction documents
- ~ Finalize technical specifications
- ~ Submit 95% documents to City for review and comment
- ~ Coordinate construction documents and specifications with project team
- ~ Coordinate project team as necessary to obtain permit approvals
- ~ Work with estimator to update project estimate to bidding level accuracy
- ~ Project budget update
- ~ Preparation of Project Manual
- ~ Submit construction documents for permit
- ~ Respond as necessary to plan check comments
- ~ Update project schedule



## City of Marysville

### Wastewater Treatment Plant- Master Planning and Office Remodel/Addition

April 16, 2014

#### **Task 4 Bidding & Negotiation, 2% of Basic Service Task**

##### **Services in this phase include:**

- ~ Develop and coordinate advertisement for bids
- ~ Coordinate reproduction and delivery of bid documents for bidding with print shop
- ~ Administer pre-bid conference
- ~ Respond to and clarify bidder questions by addendum
- ~ Evaluate bids and recommend lowest responsible bidder to

#### **Task 5 Construction Admin & Closeout, 29% of Basic Service Task**

##### **Services in this phase to be determined: (NIC)**

Services to administer the construction contract as set forth in the general conditions of the contract for construction.

- ~ Participate in pre-construction meeting
- ~ Attendance at weekly site meetings during construction for the purpose of coordination and observing general conformance to the design intent
- ~ Process Supplementary Instructions, Proposal Requests, Change Orders, Change Directives and coordinate issue resolution during the construction phase
- ~ Respond to contractor questions during construction (Request for Information – RFIs)
- ~ Coordinate consultants to address questions during construction
- ~ Coordinate special inspections
- ~ Review submittals, and shop drawings
- ~ Review and process monthly certificates for payment
- ~ Provide pre-final inspection and punchlist
- ~ Facilitation of Operation and Maintenance Manuals, warranties, and guarantees
- ~ Develop electronic as-built documents
- ~ Issue a Certificate of Substantial Completion
- ~ Provide Final Inspection (Base contract includes two reviews)
- ~ Time of construction administration assumes from notice to proceed to 45 days past substantial completion. Work beyond this time period shall be billed as an additional service

City of Marysville- WWTP Building Expansion- Phase 1

ARCHITECTURAL SERVICES		TCA Architecture Planning				
TCA Tasks	Principal Arch Hrs	Project Arch. Hrs	Specification Writer Hrs	Tech. Drafter Hrs	Admin. Clerical Hrs	
Task 1- Existing System Review	8	10				
Task 2- Managers Scoping Meeting	8	10				
Task 3- Stakeholders Meeting	8	10				
Task 4- Information Dissemination	4	8				
Task 5- Directors Meeting	4	8				
Task 6- Programming- Space Identification	8	40		16		
Task 7- Site/Code Constraints	2	8				
General Management	8				4	
Hour Estimate						
Billing Rate:	\$150	\$125	\$120	\$105	\$75	
Labor Cost	\$7,500	\$11,750	\$0	\$1,680	\$300	
Total Labor Cost:		\$21,230				
Direct Non-Salary Cost:						
Mileage & Expenses (Mileage @ \$0.56/mile)		\$250 allowance				
Printing		\$250 allowance				
Sub Total		\$21,730				

ENGINEERING SERVICES		Gray & Osborne				
G&O Tasks	Principal Hrs	Civil Eng Hrs	Structurctural Eng Hrs	AutoCAD/GIS Tech/Eng.	Prof Land Surveying	Field Survey (2 person) Hrs
Task 1- Existing System Review		8	8			
Task 2- Managers Scoping Meeting		10				
Task 3- Stakeholders Meeting		10				
Task 4- Information Dissemination						
Task 5- Directors Meeting		10				
Task 6- Programming- Space Identification						
Task 7- Site/Code Constraints						
CADD Work				24		
General Engineering Services	2		2			
Site Survey					18	24
Hour Estimate	2	38		24	18	24
Billing Rate:	\$175	\$95	\$110	\$70	\$120	\$165
Labor Cost	\$350	\$3,610	\$1,100	\$1,680	\$2,160	\$3,960
Total Labor Cost:		\$12,860				
Direct Non-Salary Cost:						
Mileage & Expenses (Mileage @ \$0.56/mile)		\$250 allowance				
Printing		\$250 allowance				
Subconsultant (APS Utility Locate):		\$1,650				
Sub Total		\$15,010				

ENVIRONMENTAL SERVICES		Watershed Company	
<b>Watershed Tasks</b>			
Site Assessment			
Wetland and Stream Delineation Report			
Constraints Map			
Project Team Coordination			
Lump sum not to exceed		\$12,800	
<b>Sub Total (includes reimbursables)</b>		<b>\$12,800</b>	

<b>TOTAL COST:</b>	
TCA Architecture Planning	\$21,730
Gray & Osborne	\$15,010
Watershed Company	\$12,800
Consultant Mark-up (15%)	\$4,172
<b>TOTAL PHASE 1</b>	<b>\$53,712</b>

# *Index #7*

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

**CITY COUNCIL MEETING DATE: 07/28/14**

<b>AGENDA ITEM:</b> Jail & Public Safety Expansion and Retrofit	
<b>PREPARED BY:</b> Adam Benton, Fleet & Facilities Manager	<b>DIRECTOR APPROVAL:</b>
<b>DEPARTMENT:</b> Public Works, Facilities	
<b>ATTACHMENTS:</b> 2 Original Copies of the Professional Services Agreement, Exhibit A - Scope of Services, Exhibit B-1 Phase 1 Fees	
<b>BUDGET CODE:</b> 00105830.548000.1438	<b>AMOUNT:</b> \$89,500.00

**SUMMARY:**

The Jail & Public Safety Expansion and Retrofit project includes planning, programming and design services for the retrofit or expansion of the existing Jail and Public Safety facilities to address current conditions, to accommodate for future growth in the Police Department and to provide for an expected increase in the number of jail beds required to maintain an acceptable level of service.

The initial phase of this project will include a review of existing facilities and design constraints, a determination of future needs for the police department and the jail, solicitation of needs from multiple stakeholder groups within the City, a determination of building requirements based upon stakeholder needs and a conceptual design encompassing all of this information. The information generated under Phase 1 will be presented to City Council in order to make a formal decision regarding a preferred alternative.

The Request for Proposals for this project was advertised on May 16, 2014. The RFPs were reviewed for qualifications and two consultants were then selected from this pool for interviews. The successful consultant was KMD Architects.

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to sign and execute the Professional Services Agreement for the amount of \$89,500.00 with Kaplan McLaughlin Diaz, Inc. for planning programming and design services related to the retrofit and expansion of the Jail and Public Safety Building.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND KAPLAN MCLAUGHLIN DIAZ, INC.  
FOR CONSULTANT SERVICES**

**THIS AGREEMENT** (“Agreement”) is made and entered into by and between the City of Marysville, a Washington State municipal corporation (“City”), and Kaplan McLaughlin Diaz, Inc., a California corporation licensed to do business in Washington State. (“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 including planning, programming and conceptual design in support of expansion and retrofit and expansion of the City’s Jail and Public Safety Building as described in Article II. 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

**RECEIVED**

JUL 24 2014

CITY OF MARYSVILLE  
PUBLIC WORKS &  
COMMUNITY DEVELOPMENT

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 Notice to Proceed and shall terminate at midnight, August 1<sup>st</sup>, 2015. 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.**

a. The term "employee" or "employees" as used herein shall mean any officers, agents, or employee of the of the Consultant.

b. 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.

c. Consultant represents, unless otherwise indicated below, that all employees of Consultant that will provide any of the work under this Agreement have not ever been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety

(PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please indicate No or Yes below)*

No employees supplying work have ever been retired from a Washington state retirement system.

Yes employees supplying work have been retired from a Washington state retirement system.

In the event the Consultant indicates “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, Consultant hereby agrees to save, indemnify, defend and hold City harmless from and against all expenses and costs, including reasonable attorney’s fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event Consultant affirms that an employee providing work has ever retired from a Washington State retirement system, said employee shall be identified by Consultant, and such retirees shall provide City with all information required by City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

### III.6 INDEMNITY.


a. **Indemnification / Hold Harmless.** Consultant shall defend, indemnify and hold the City, its officers, officials, em-ployees 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.

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 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.

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

d. For the purposes of the indemnity contained in subpart “A” of this paragraph 3.6, Consultant hereby knowing, intentionally, and voluntarily waives the immunity of the Industrial Insurance Act, Title 51 RCW, solely for the purposes of this

indemnification. This waiver has been mutually negotiated by the parties.

 (initials) \_\_\_\_\_ (initials)

### 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.

b. **Minimum Scope of Insurance - Consultant shall obtain insurance of the types described below:**

- (1). Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- (2). Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
- (3). Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4). Professional Liability insurance appropriate to the Consultant's profession.

c. **The minimum insurance limits 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. \$1,000,000 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) Professional Liability/Consultant's Errors and Omissions Liability. \$1,000,000 per claim and \$1,000,000 as an annual aggregate.

d. **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.

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

f. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

g. **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.

h. **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.

i. **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.

j. **Failure to Maintain Insurance** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct

the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

**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 will use the following Subcontractors/Subconsultants or as set forth in Exhibit A:

Daniel C. Smith and Associates Inc. (DSA)  
 KPFF Consulting Engineers  
 Shockey Planning Group  
 Rider Levett Bucknall (RLB)

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 **\$89,500** 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:

**City of Marysville Public Works  
Attn: Adam Benton, Fleet & Facilities Manager  
80 Columbia Ave  
Marysville, WA 98270**

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

**Kaplan McLaughlin Diaz, Inc.  
Attn: Carla Weinheimer, Principal  
901 First Ave., Suite 3210  
Seattle, WA 98164**

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 \_\_\_\_\_, 201\_\_.

CITY OF MARYSVILLE

KAPLAN MCLAUGHLIN DIAZ, INC.

By \_\_\_\_\_  
Marysville, Mayor

By Carla J. Weinheimer Principal

CARLA J WEINHEIMER

WA LICENSE #10829

Approved as to form:

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

**Exhibit A**  
**Scope of Services**

# K M D

K A P L A N M c L A U G H L I N D I A Z , I N C .

901 FIFTH AVE. SUITE 3210 SEATTLE, WA 98164 PHONE: 206/467-1004 FAX: 206/467-1023

23 July 2014

Adam Benton  
Fleet & Facilities Manager  
City of Marysville  
80 Columbia Avenue  
Marysville, Washington 98270

Reference: The Expansion & Retrofit of the City's Jail & Public Safety Facility  
Subject: EXHIBIT A Fee Proposal Letter

Dear Adam:

KMD Architects, DSA (Programming/Operational Consultant) and our specialty consultants appreciate the opportunity to provide professional services to the City of Marysville for The Expansion & Retrofit of the City's Jail & Public Safety Facility Project. The following describes the necessary activities and fee anticipated for this master planning phase the project.

## SCOPE OF SERVICES

The City of Marysville solicited proposals for qualified architectural firms to provide master planning services to determine the short term and long term needs related to the City Jail and Public Safety Facility. KMD Architects, DSA, and our specialty consultants (KPF Consulting Engineers for structural review and Shockey Planning for land use review) have significant experience in programming and master planning of Justice Projects and have the expertise needed for the Jail and Public Safety Facility Project master plan. The following tasks will be required:

1. Review all architectural plans, building and engineering assessments, operational analysis reports and other applicable documentation associated with the jail, court, police department and fire department operation,
2. Tour the existing Public Safety Facility with staff to understand, assess and evaluate the existing building's physical condition, expansion potential and operational improvements,
3. Conduct interviews with various Court, Jail, Police, Fire, City Staff and other stakeholders to understand current and future space/operational needs,
4. Develop jail population growth forecasts based on service demand projections and operating assumptions provided by the City,
5. Identify the space requirements needed for short and long term jail operations,
6. Based on the information established in the programming meetings, provide analysis and recommendations with up to three conceptual design options (including conceptual costs) for meeting projected space and operational needs for the Jail and Public Safety Facility--these options may include retrofit and expansion of the existing facility or new replacement facilities potentially on another site,
7. Provide a Final Master Plan Report that represents the needs and direction that was established with the City of Marysville for the implementation phases of the project, and



**KMD (KMD Architects and Planners, P.C.)**

Adam Benton: *The Expansion & Retrofit of the City's Jail & Public Safety Facility*  
23 July 2014

Page 2

8. Prepare for and participate in two formal Master Plan presentations.

**COMPENSATION**

Compensation shall be a Fixed Fee of \$89,500.

Compensation will be invoiced monthly on a percentage complete basis. Normal reimbursable expenses including travel are included in the fixed fee.

**ADDITIONAL SERVICES**

Additional Services when authorized by the County will be provided on a negotiated fee basis for the services requested.

**SCHEDULE**

KMD will complete the project by October 31, 2014 assuming authorization to proceed is received on August 1, 2014.

Please contact me if you have any questions or require further information. KMD looks forward to continuing our successful working relationship with the City of Marysville on this exciting project.

Sincerely,



Vernon L. Almon  
Principal

VLA/mc

# K M D

K A P L A N M c L A U G H L I N D I A Z , I N C .

901 FIFTH AVE. SUITE 3210 SEATTLE, WA 98164 PHONE: 206/467-1004 FAX: 206/467-1023

23 July 2014

Adam Benton  
Fleet & Facilities Manager  
City of Marysville  
80 Columbia Avenue  
Marysville, Washington 98270

Reference: The Expansion & Retrofit of the City's Jail & Public Safety Facility  
Subject: EXHIBIT B Scope Tasks and Hours

## SCOPE OF SERVICES

### TASKS

1. Review all architectural plans, building and engineering assessments, operational analysis reports and other applicable documentation associated with the jail, court, police department and fire department operation,
2. Tour the existing Public Safety Facility with staff to understand, assess and evaluate the existing building's physical condition, expansion potential and operational improvements,
3. Conduct interviews with various Court, Jail, Police, Fire, City Staff and other stakeholders to understand current and future space/operational needs,
4. Develop jail population growth forecasts based on service demand projections and operating assumptions provided by the City,
5. Identify the space requirements needed for short and long term jail operations,
6. Based on the information established in the programming meetings, provide analysis and recommendations with up to three conceptual design options (including conceptual costs) for meeting projected space and operational needs for the Jail and Public Safety Facility--these options may include retrofit and expansion of the existing facility or new replacement facilities potentially on another site,
7. Provide a Final Master Plan Report that represents the needs and direction that was established with the City of Marysville for the implementation phases of the project, and
8. Prepare for and participate in two formal Master Plan presentations.

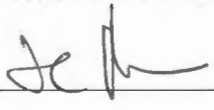
TASK #	FEE	Projected Hours
1	\$2,685	15
2	\$6,265	35
3	\$8,055	45
4	\$6,265	35
5	\$8,950	50
6	\$28,640	160
7	\$19,690	110
8	\$8,950	50
<b>TOTAL</b>	<b>\$89,500</b>	<b>Includes Expenses</b>

# *Index #8*

## CITY OF MARYSVILLE AGENDA BILL

## EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 07/28/14

<b>AGENDA ITEM:</b> Transportation Comprehensive Plan Update	
<b>PREPARED BY:</b> John Cowling, Asst. City Engineer	<b>DIRECTOR APPROVAL:</b> 
<b>DEPARTMENT:</b> Public Works - Engineering	
<b>ATTACHMENTS:</b> Professional Services Agreement	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b> \$144,005.00
<b>SUMMARY:</b>	

This Professional Services Agreement will provide the City with an update to the Transportation Element of the Comprehensive Plan. The recommended consultant for this work is Transpo Group USA, Inc. After conducting consultant interviews and reviewing qualifications, the selection committee ultimately determined that Transpo Group USA, Inc.. was best-suited for this project.

It is staff's opinion that the negotiated fee of \$144,005.00 is fair and consistent with industry standard for the type of work at hand. Furthermore, Transpo Group has a proven track record with the City and they perform excellent work. In light of these facts staff is confident that the City would be well-served by Transpo Group working on this project.

**RECOMMENDED ACTION:**

City staff recommends council authorize the mayor to sign and execute the Professional Services Agreement with Transpo Group USA, Inc. for consultant services on the Marysville Transportation Comprehensive Plan Update.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND TRANSPOR GROUP USA, INC.  
FOR CONSULTANT SERVICES**

**THIS AGREEMENT** (“Agreement”) is made and entered into by and between the City of Marysville, a Washington State municipal corporation (“City”), and Transpo Group USA, Inc., a Washington Corporation (“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 regarding an update to the Transportation Element of the City’s Comprehensive Plan as described in Article II. 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 **August 1, 2014** and shall terminate at midnight, **June 30, 2015**. 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.

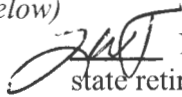
**III.5 EMPLOYMENT.**

a. The term "employee" or "employees" as used herein shall mean any officers, agents, or employee of the of the Consultant.

b. 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.

c. Consultant represents, unless otherwise indicated below, that all employees of Consultant that will provide any of the work under this Agreement have not ever been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol

(WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please indicate No or Yes below)*



No employees supplying work have ever been retired from a Washington state retirement system.

\_\_\_\_\_ Yes employees supplying work have been retired from a Washington state retirement system.

In the event the Consultant indicates “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, Consultant hereby agrees to save, indemnify, defend and hold City harmless from and against all expenses and costs, including reasonable attorney’s fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event Consultant affirms that an employee providing work has ever retired from a Washington State retirement system, said employee shall be identified by Consultant, and such retirees shall provide City with all information required by City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.


### III.6 INDEMNITY.

a. **Indemnification / Hold Harmless.** Consultant shall defend, indemnify and hold the City, its officers, officials, em-ployees 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.

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 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.

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

d. For the purposes of the indemnity contained in subpart “A” of this paragraph 3.6, Consultant hereby knowing, intentionally, and voluntarily waives the immunity of the Industrial Insurance Act, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

 (initials) \_\_\_\_\_ (initials)

### 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.

b. **Minimum Scope of Insurance - Consultant shall obtain insurance of the types described below:**

- (1). Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- (2). Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
- (3). Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4). Professional Liability insurance appropriate to the Consultant's profession.

c. **The minimum insurance limits 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.

d. **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.

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

f. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

g. **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.

h. **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.

i. **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.

j. **Failure to Maintain Insurance** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such

insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

**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 will use the following Subcontractors/Subconsultants or as set forth in Exhibit \_\_\_\_:

Traffic Count Vendor (TBD) \_\_\_\_\_

\_\_\_\_\_

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 **\$144,005.00** 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:

**Jesse Hannahs  
City of Marysville  
80 Columbia Ave.  
Marysville, WA 98270**

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

**Larry Toedtli  
Transpo Group USA, Inc.  
11730 118<sup>th</sup> Ave. NE  
Suite 600  
Kirkland, WA 98034**

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.

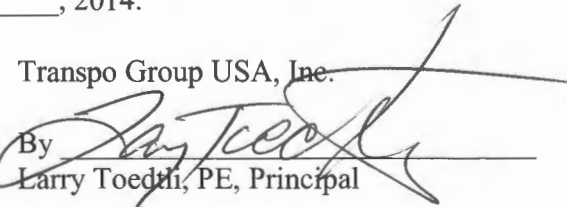
V.10 **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

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 \_\_\_\_\_  
City of Marysville, Mayor

Transpo Group USA, Inc.  
By   
Larry Toedti, PE, Principal

Approved as to form:

\_\_\_\_\_  
\_\_\_\_\_, City Attorney

Exhibit A  
Scope of Services for City of Marysville  
Transportation Comprehensive Plan Element Update

Client Name:	City of Marysville
Project Name:	Transportation Comprehensive Plan Element 2015 Update
Exhibit Dated:	July 10, 2014                      TG:    14156.PR

Transpo Group has prepared the following scope of services for preparing the 2015 update of the Transportation Element (TE) of the City of Marysville Comprehensive Plan. The scope of services covers the following tasks:

1. Agency Coordination and Public Outreach
2. Existing Transportation System Conditions
3. Travel Forecasting and Analyses
4. Streets and Highways System Planning
5. Non-motorized Transportation and Transit Systems Planning
6. Multimodal Transportation Improvement Projects and Programs
7. Transportation Finance Program and Traffic Impact Fee Program Update
8. Transportation Policies and Level of Service Standards Review.
9. Transportation Element Documentation
10. Project Management and Coordination

The consultant will be supported by the City and also will coordinate with other consultants assisting the City. These include the consultant teams assisting the City with the SR 529 Interchange Justification Report (IJR), potential options for grade-separate crossings of the BNSF railroad tracks within Marysville, and the Lakewood Neighborhood Master Plan. The City will assist in the coordination efforts to ensure available data and analyses are available for the Transportation Element update and vice versa.

The following outlines the consultant work program for each of the tasks. It identifies the approach for conducting the task and the associated deliverables. Data and support from the City, its other consultants, and other agencies are also identified.

## **Task 1 – Agency Coordination and Public Outreach**

The stakeholder and public outreach program will be used to support preparation of the TE. It includes three primary elements – City Council Meetings; Stakeholder Meetings; and Coordination with Other Agencies and Consultants.

### ***Subtask 1A – City Council Meetings***

Because the City Council will be responsible for final approval of the TE, it will be important that they are informed and consulted during the course of the development of the TE. The City of Marysville City Council will be engaged on key policy issues related to transportation. These will include direction on multimodal projects and priorities, potential modifications of level of service standards (LOS)/transportation concurrency program, and transportation funding strategies. Policy direction will also be needed on other topics which will be determined as the project progresses.

Exhibit A  
Scope of Services for City of Marysville  
Transportation Comprehensive Plan Element Update

The scope includes meeting with the City Council at four (4) times during the course of developing the TE. We have identified the following framework for the meetings; however, the meeting topics are flexible and we will work with the City to best fit the project's needs as it progresses. The meetings are open to the public, so public comments can be provided at the meetings if desired by the City. The materials for the City Council meetings will be formatted to allow the City to post on the City's web site.

**CC Meeting #1**

- Update of existing conditions
- Travel forecasts and future deficiencies

**CC Meeting #2**

- Street and roadway and Non-motorized systems plans
- Transportation improvement projects

**CC Meeting #3**

- Level of service standards/ concurrency management program
- Transportation financing and impact fee program
- Transportation policy revisions

**CC Meeting #4**

- Draft Transportation Element

***Subtask 1B – Stakeholder Meetings***

To help guide the update of the TE, the City may wish to arrange for the Consultant team to meet with specific stakeholder groups. These could include advisory groups related to non-motorized transportation, representatives of different subareas of the City, the School District, trucking companies, or others. The City will identify the stakeholders and invite them to the meetings. The consultant will work with the City to establish the agenda and materials for each meeting. A total of two (2) stakeholder meetings are included in the scope. The meetings will be used to discuss transportation issues, review potential changes in the transportation systems plans and multimodal improvement projects, and to obtain input on priorities.

***Subtask 1C – Coordination with Other Agencies and Consultants***

Coordinating the City of Marysville TE with the Transportation Elements and plans of WSDOT and adjacent agencies is required under GMA and PSRC certification. Agencies that will be most important for the City of Marysville include WSDOT, Snohomish County, and the Cities of Arlington, Lake Stevens, and Everett, the Tulalip Tribe, and Community Transit. In addition, the City's TE needs to be coordinated with the Puget Sound Regional Council (PSRC) certification process.

The TE also will be coordinated with other planning efforts that are underway including the SR 529 IJR, BNSF rail crossing study, and the Lakewood Neighborhood Master Plan.

The Consultant will work with City staff in coordinating with specific agencies and consultants, as appropriate during development of the TE. Coordination with the agencies will include obtaining relevant transportation plans, data needed for the update of the travel demand model, and transportation analysis results. Other coordination with agencies will likely address consistency of



Exhibit A  
Scope of Services for City of Marysville  
Transportation Comprehensive Plan Element Update

transportation improvements and systems plans and transportation policies and documentation. The Consultant coordination with other consultants assisting the City will include technical analyses and policy discussions related to improvement projects, alternatives, and policies.

Most of the coordination will be via phone call and/or email transmittals of materials. The Consultant will prepare for and attend two (2) meetings at the City of Marysville to facilitate coordination with WSDOT, other jurisdictions, and/or the other consultants.

#### **Agency Support**

- Arrange for City Council meetings.
- Identify stakeholder groups/representatives and arrange for meetings.
- Post TE materials on City website and provide public comments to the Consultant.

#### **Consultant Deliverables**

- Council meeting materials and summaries.
- Stakeholder meeting materials and summaries.
- Participation/coordination with other agencies and consultants.

## **Task 2 – Existing Transportation System Conditions**

This task will be used to document the transportation system conditions inventory and analysis to support the TE. It will build from the City's existing data and GIS, as well as recent transportation studies. It will highlight changes to the transportation system since the 2008 TE was adopted.

### ***Subtask 2A – Review Existing Studies and Plans***

The City will provide available transportation studies and plans for use by the Consultant. These will include subarea plans, corridor transportation studies/plans, development traffic impact studies from past 3 to 5 years, aerial photographs, GIS datasets, and similar materials. The Consultant will extract relevant information for the TE update. We will work with the City to identify changes that have occurred since the time the prior studies were conducted. This will allow us to focus the update on areas of greatest need. We also will review the State Highway Systems Plan and PSRC Vision 2040 as they relate to Marysville.

### ***Subtask 2B – Assemble and Analyze Traffic Data***

In order to establish a solid foundation for the TE, the Consultant will assemble and analyze key transportation system data. These data will also support analyses of traffic operations and development of the travel demand model. The data will be assembled from the City of Marysville, WSDOT, Snohomish County, the Tulalip Tribe, Community Transit and other sources, as applicable. The focus of this task will be to update the inventory to reflect changes to the transportation system since the prior TE was prepared.

#### **Roadway and Intersection Inventory**

The Consultant will summarize the existing system of roadways and intersections within the City and adjacent study area. Much of the information will be available from existing plans, Geographic Information Systems (GIS), other City data, or aerials. The Consultant will also conduct a "windshield" field reconnaissance to review specific transportation facilities and issues.

Exhibit A  
Scope of Services for City of Marysville  
Transportation Comprehensive Plan Element Update

### **Traffic Volume Data**

Existing recent traffic counts will be assembled from the City, WSDOT, PSRC, and other sources, as available. Available daily traffic counts will be reviewed and summarized to illustrate temporal traffic patterns in different parts of the City that may affect the systems plan and improvements. The percentage of heavy vehicle traffic in major travel corridors will also be documented, as available. The Consultant will also review the axle count and/or classification data to identify areas of truck or other heavy vehicles for use in developing appropriate truck routes.

The 2008 TE included analyses of PM peak hour traffic volumes and operations at approximately 70 intersections. Many of those intersections were shown not to have significant operational issues. Therefore, the Consultant and City will coordinate and define up to 30 primary study intersections for the 2015 TE. The Consultant will arrange for PM peak hour traffic counts to be collected by a traffic count vendor to supplement the available traffic volume data. For budgeting the Consultant will collect up to 30 PM peak hour turning movement counts. The counts will be conducted in September after schools are in session to be more representative of typical conditions. The daily and PM peak hour traffic counts will be used in assessing traffic growth trends and travel patterns. They also will support validating the travel demand model. The PM peak hour turning movement counts will also be used to evaluate and document existing traffic operations at study intersections.

### **Collision Data**

The Consultant will assemble and analyze collision data from the WSDOT for the most recent three-year period available. The data will be summarized to identify high accident corridors and intersections. The primary types of crashes will be identified to support the identification of transportation improvements that can help reduce the number and/or severity of collisions. Collisions involving pedestrians or bicyclists will also be documented. The Consultant also will incorporate collision analyses from recent studies of the rail crossings and from other consultants.

### **Transit Service, Ridership, and Transportation Demand Management Programs**

The Consultant will update the inventory of existing transit routes and facilities serving the City of Marysville. As available, we will document existing transit ridership and bus stop locations with the highest number of boardings and alightings. The Consultant will also document locations of and the utilization of park-and-ride lots serving the City. Agency plans for new park-and-ride facilities will be identified. Current paratransit services, commute trip reduction, and other rideshare programs will be summarized.

### **Pedestrian and Bicycle Facilities**

Based on the City's GIS data and input from the City staff, the Consultant will document changes to pedestrian and bicycle facilities since the prior TE and background report was prepared. These will include facilities constructed as part of City roadway projects, maintenance activities, or stand-alone non-motorized improvements, or development requirements.

### **Rail**

Data from the Cherry Point Coal Export Facility Rail Operation Memorandum, GTC, June 15, 2011 and the upcoming Rail Grade-separation Study will be assembled and used to document

Exhibit A  
Scope of Services for City of Marysville  
Transportation Comprehensive Plan Element Update

existing rail activity and associated impacts on safety, traffic operations, non-motorized travel, and transit service in the City.

### **Transportation Improvement Plans**

The City's current Six-Year Transportation Improvement Program (TIP) will be reviewed. In addition, the Consultant will assemble Transportation Plans and TIPs from WSDOT and other local agencies in the vicinity of Marysville. These will provide the baseline for the evaluation of future conditions within the City and used in the update of the City's travel demand model.

### ***Subtask 2C – Evaluate Existing Traffic Operations***

The Consultant will update develop the Citywide Synchro traffic operations model that was developed as part of the 2008 TE. The update will include revisions to intersection geometry, traffic controls/ signal phasing, and traffic volumes. As available, the Consultant will use data and files from other traffic studies in and input from the City to support the update of the Synchro model. The updated Synchro model will be used to evaluate the existing levels of service (LOS) at the 30 study intersections. The measures of effectiveness reported will include intersection LOS, average vehicle delays, and intersection volume-to-capacity ratios. Significant traffic queue impacts also will be identified for key intersections. Significant operations issues and queues will be field checked to confirm the results from the model.

The Synchro model will be used to evaluate the impacts of rail traffic on major east-west corridors. This will include estimates of how long it takes to disperse the traffic queues following a train crossing during the PM peak hour. This will be reviewed in the field at some locations. The analysis will be used for "calibrating" the Synchro model for estimating the potential future impacts.

### **Agency Support**

- Geographic Information Systems (GIS) layers (streets, speed limits, intersections, sidewalks, functional class, bicycle facilities/routes, transit, etc.)
- Aerial maps
- Copies of available transportation and land use studies and plans.
- Copies of recent development traffic impact studies.
- Traffic signal timing and support Consultant in obtaining WSDOT signal timing.
- Support in defining primary study intersections for operations analyses.
- Current City TIP and other improvement project descriptions.
- Review and comment on existing traffic operation results and collision analyses based on local observations/experience.

### **Consultant Deliverables**

- Summary maps, tables, and text of existing transportation system data and issues and changes since the 2008 TE was prepared.
- Synchro model reflecting current PM peak hour traffic counts.

Exhibit A  
Scope of Services for City of Marysville  
Transportation Comprehensive Plan Element Update

### **Task 3 – Travel Forecasting and Analyses**

For the 2015 TE, we do not plan on updating the base year model from 2007 to 2014; instead, we will test recent changes in the City’s transportation system to see how well the model reflects shifts in local travel patterns based on the existing counts assembled in Task 2. The City of Marysville travel demand forecasts will be updated to reflect changes in 2035 growth allocations and changes in the “committed” improvement projects. We will work with the City to assure that the 2035 travel demand model land use data are consistent with the Land Use Element. The 2035 Baseline forecasts will be evaluated to identify forecast deficiencies and assist in defining alternatives to be evaluated.

#### ***Subtask 3A – Update and Validate Base Year Travel Demand Model***

The 2007 base year model will be reviewed and adjusted to reflect major transportation system changes such as the 156th Street overcrossing, 51st Avenue connection, and widening of the SR 529 bridge. We will rerun the 2007 model assignment with these improvements and evaluate shifts in traffic from the prior calibrated model network. The traffic shifts in the model will be compared to existing 2014 traffic counts in the vicinity of those projects to determine if the order of magnitude of the shifts are reasonable and relatively consistent with current conditions. The results of this will be used to adjust the base year model, if necessary. This process will result in a validation of the existing model for use in developing 2035 forecasts.

We also will review and adjust the model transportation analyses zones (TAZs), if needed, to better address specific planning elements, such as the Lakewood subarea. We are not, however, planning to do a complete a comprehensive update of the model zone structure to match the new PSRC regional model zone system.

The model validation process also may include adjustments to the post-processing procedure for adjusting the 2035 model turn movements for analysis of the 2035 Baseline forecasts and alternatives.

#### ***Subtask 3B – Update 2035 Baseline Travel Forecasts and Analyses***

We will work with the City in updating the 2035 land use forecasts for the City. These will include households and employment, by TAZ. We will rely on the City to adjust the data for use in the 2035 travel demand model. Per the current data suppression policies of the State Employment Securities Department (ESD), the Consultant will not have access to existing or forecast detailed employment data at the TAZ level. Therefore, the City will need to obtain permission from ESD and PSRC to obtain the employment data for allocating to TAZs. Household data and allocations to TAZs in Marysville can be completed by the City, with direction from the Consultant.

For TAZs outside of the City, the Consultant will work with PSRC to allocate household and employment data to the TAZs. This may require some adjustments in the TAZ structure to better match PSRCs zone structure.

Once the 2035 land use data are assembled for the City and non-City TAZs, the City (with assistance from the Consultant) will request PSRC to provide the Consultant with the updated trip generation for the City’s model. The Consultant will update the trip generation for the “external” stations, based on the PSRC regional travel demand model.

Exhibit A  
Scope of Services for City of Marysville  
Transportation Comprehensive Plan Element Update

The Consultant will coordinate with the City of Marysville, Snohomish County, PSRC, WSDOT, adjacent cities, and the Tulalip Tribe to define the transportation improvements assumed to be funded for completion by 2035. These projects will be incorporated into the model network for the 2035 Baseline forecasts. Initial 2035 Baseline model runs will be conducted and evaluated to validate the results based on growth rates and travel patterns. The updated model will be run to develop 2035 Baseline traffic forecasts. The 2035 Baseline forecasts will be reviewed for reasonableness. This will include a comparison of 2035 trip generation to the base year; trip distribution patterns; changes in PM peak hour screen line traffic volumes; and traffic volume changes on major facilities such as state highways and principal arterials in the vicinity of the City. As appropriate, the model parameters will be adjusted to complete the development of the 2035 Baseline model.

Once the 2035 baseline model is finalized, the Consultant will prepare and analyze the resulting roadway and intersection forecasts. The results will be compared to the forecasts developed as part of the 2008 TE. Traffic forecasts will be prepared for arterials and some collector streets and the study intersections. The roadway forecasts will be evaluated based on the growth compared to the base year, changes in travel patterns, and volume-to-capacity measures.

The Consultant will post process the model intersection turn movement volumes to account for model calibration differences. The post processed intersection volumes will be input into the updated Synchro model to evaluate the 2035 Baseline traffic operations. These results including levels of service, traffic queues, and other performance measures will be summarized for discussion with the City.

### ***Subtask 3C – 2035 Alternative Analyses***

Upon review of the 2035 Baseline traffic forecasts and operations analyses, the Consultant will work with the City to define up to three (3) network alternatives to be evaluated to support the 2015 TE update. These may include phasing of future improvements, such as completion of the 156th Interchange without the SR 529 interchange modification. These will build from analyses being conducted by the City's other consultants. In addition, the City may decide to revisit one or more options for the 88th Street corridor to reduce the impacts associated with widening the roadway to five lanes.

Shifts in traffic volumes along arterials will be evaluated and documented in graphics and tables. Traffic operations analyses also will be prepared for intersections that are most affected by the alternatives. The results will be compared to existing and the 2035 Baseline forecast results. The alternatives will assist the City in better understanding potential traffic issues with and without specific major transportation system improvements which will better inform identification of improvement projects and their priorities and phasing.

### ***Subtask 3D–Update Model Documentation***

The Consultant will update the existing City model documentation, including input data, model parameters, validation results, and the 2035 Baseline model.

### **Agency Support**

- Support and participate in coordination efforts with PSRC, WSDOT, Snohomish County, Tulalip Tribe and adjacent cities on input data for the update of the model.

Exhibit A  
Scope of Services for City of Marysville  
Transportation Comprehensive Plan Element Update

- Coordination on base year model network assumptions and assignment results for re-validating the 2007 model.
- Lead development of 2035 land use estimates for City of Marysville for input to travel demand model.
- Coordinate on future baseline network assumptions.
- Direction on 2035 network alternatives.

#### **Consultant Deliverables**

- Re-validated base year model and supporting data.
- Validation of 2035 Baseline model forecasts.
- 2035 Baseline intersection traffic operations analyses.
- 2035 alternatives assignments and comparison summary.
- 2035 alternatives intersection levels of service, as needed.
- Updated City of Marysville travel demand model documentation.

### **Task 4 – Streets and Highways System Planning**

The 2035 Baseline model and alternatives evaluation from Task 3 will be the starting point for refining the street and roadways system plan of the TE. The focus of the analyses will be to define the framework or major elements for the 2015 TE.

#### ***Subtask 4A – Establish Preliminary 2035 Framework Plan***

The forecast results from the 2035 Baseline and alternatives will be used to establish the framework for the major transportation system elements of the TE. The framework plan also will build from the 2008 TE and policy direction. The framework plan will include the proposed functional classification and number of travel lanes for roadways in the City. Draft recommendations for additional (or modifications to) local circulation roadways also will be defined. The framework plan also will identify the general priorities for improvements including the interchanges with I-5.

The framework plan will be developed in coordination with the City staff and with the work being prepared by other consultants assisting the City. The evaluation will also take into account initial assessments of available funding (Task 7) that would be needed to support the framework plan. The draft framework plan will be documented for review with the City Council (Task 1).

#### ***Subtask 4B – Refine Framework Plan***

Upon agreement from the City and direction on the 2035 framework plan, the Consultant will refine the streets and roadways systems plan through defining intersection and roadway improvement needs. These will be summarized into an initial updated roadway project list for consolidation in Task 6 with the non-motorized and transit systems improvements (Task 5).

#### **Agency Support**

- Provide direction and input on framework plan.
- Assist with coordination with other City consultants.
- Assist with presentation to City Council.
- Provide direction on refinements.

Exhibit A  
Scope of Services for City of Marysville  
Transportation Comprehensive Plan Element Update

### Consultant Deliverables

- Preliminary framework for streets and roadways system plan.
- Refined framework plan identifying major roadway and freeway improvement projects and associated phasing priorities.

## Task 5 – Non-Motorized Transportation and Transit Systems Planning

This task includes supporting the City in refining and updating the pedestrian, bicycle and transit systems plans for incorporation into the TE. This task focuses on updating the system routes and the identifying the types of facilities most applicable to various corridors. Initial priorities and phasing for corridors will also be defined for input to Task 6.

### ***Subtask 5A – Pedestrian Systems Analyses***

Using GIS data provided by the City, the Consultant will prepare analyses of the existing and planned pedestrian routes and facilities. These will include connectivity to regional trails, commercial areas, schools, parks, and other community destinations. Major pedestrian corridors will be further evaluated to define the type of facility that should be considered. These could include separated multi-use trails, wide sidewalks, landscape buffers, and other design features. The design features will take into consideration roadway improvement needs, rights-of-way, potential type and densities of development, traffic volumes (existing and forecast), other parameters. Based on City objectives, relative priorities for key routes will be identified. These will reflect safety, connectivity, community input, and policy direction.

### ***Subtask 5B – Bicycle Systems Analyses***

Similar to the Pedestrian Systems analyses, the Consultant will review and update the major bicycle route plan. This will include defining the types of facilities that should be considered for major corridors, as well as identifying options for upgrading lower volume roadways to serve other bicyclists. Design options and priorities for major corridors will be prepared in conjunction with the Pedestrian System analyses since they may require trade-offs between what is desired and what is realistic and cost effective.

### ***Subtask 5C – Transit Systems Analyses***

Based on the analyses of travel forecasts, traffic volumes, and land use growth, the Consultant will identify options for expanding or modifying existing and planned transit service and facilities serving Marysville. This will be a high level review and will not include specific route planning or costing. The intent of the Transit System analyses is to provide the City with a basis for working with Community Transit, Snohomish County, WSDOT, and local agencies to define future regional investments to improve transit service.

### Agency Support

- Provide and coordinate on available GIS data.
- Coordinate and provide input on objectives, current issues, and potential strategies for other travel modes.

Exhibit A  
Scope of Services for City of Marysville  
Transportation Comprehensive Plan Element Update

### Consultant Deliverables

- Updated pedestrian, bicycle, and transit systems plans and routes.
- Identification of types of pedestrian and bicycle facilities that should be considered in key non-motorized corridors.
- Relative priorities for major non-motorized facilities and transit services.

## Task 6 – Multimodal Transportation Improvement Projects and Programs

The results of the analyses of existing conditions, alternatives evaluation, and the multimodal systems plans will provide the basis for updating the list of multimodal transportation improvement projects and programs. The updated project list will address transportation safety and operational improvements, non-motorized facility needs and transit enhancement strategies. The project list will be coordinated with the City, its other consultants, and other agencies, as applicable. Relative project priorities will be developed to assist the City in implementing the plan.

### ***Subtask 6A – Identify Multimodal Transportation Improvement Projects and Programs***

The results of the technical analyses and policy direction will be used in updating the list of multimodal transportation improvement projects. This will include revising projects in the 2008 TE, adding new projects, and deleting projects that are no longer needed or are complete. The project list will be updated using a layered network approach, which endorses complete street principles, but acknowledges that some corridors should be prioritized to improve the level and quality of service and safety for specific modes. A key to this strategy is establishing key modal interfaces that maximize choice and efficiency. The project list will also be reviewed and coordinated with plans from other agencies. The prior project descriptions will be revised, as needed. The rationale for the project (mobility, safety, connectivity, road standards, etc.) and any constraints that may affect implementation will be identified.

The project list may identify annual transportation programs such as Neighborhood Sidewalk Program, street overlays, spot safety improvements, and operations and maintenance, and ADA compliance. This will be directed by the City during the course of the study.

Planning level cost estimates will be prepared for each project based on recent bid tabs and transportation project and program cost estimates for City of Marysville. Estimates of annual costs for the various transportation programs will be identified based on system needs, historical cost/expenditure data, and discussions with City staff.

### ***Subtask 6B – Establish Project Priorities***

As with most local agencies, the City of Marysville is unlikely to be able to fully fund all of the identified improvement projects and programs. Therefore, the City must identify priorities based on a set of established criteria. We will meet with City staff to review existing transportation priority processes and/or databases. We will work with the City staff and direction from the City Council to revise the existing priority process and criteria to reflect transportation goals, available levels of funding, and input from the public outreach program. Criteria may include safety, mobility, non-motorized connectivity, support for economic development, cost and impacts on



Exhibit A  
Scope of Services for City of Marysville  
Transportation Comprehensive Plan Element Update

maintenance and operations. Each project and program will be assessed based on the criteria and assigned a relative priority for the draft TE.

### **Agency Support**

- Review and input on updated multimodal improvement projects and programs.
- Data on recent transportation cost estimates and bid tabs.
- Input on existing transportation priority processes and review of potential priority criteria.

### **Consultant Deliverables**

- Summary maps and tables of multimodal transportation improvement projects.
- Summary of transportation system improvement programs.
- Planning level project cost estimates.
- Relative project priorities.

## **Task 7 – Transportation Finance Strategy and Impact Fee Program Update**

The goal of the financial analysis is to provide the City with a planning-level understanding of the potential funding options available for future transportation capital projects. The approach is to provide a broad understanding of likely range of future transportation revenues compared to the identified costs of capital projects, and maintenance and operations expenditures between 2015 and 2035. The analyses will provide insights into the range of levels of resources that are reasonably expected to be available to carry out the transportation program. This will assist the City in fiscally constraining the transportation plan and set priorities. Where there are funding shortfalls, the consultant team will assist the City in identifying potential policy options for addressing funding gaps.

The task will also include an update of the City's maximum allowable traffic impact fee rate reflecting the changes in projects and costs, as well as land use plan changes. The Consultant will work with the City to review the existing traffic impact fee discounts and other associated policies that effectively reduce the available funding levels.

### ***Subtask 7A – Document Existing and Forecast Transportation Revenues and Expenditures***

The City will provide the Consultant summaries of revenues and expenditures related to transportation covering the past 4 to 6 years. The Consultant will review and summarize the City's recent transportation revenues and expenditures based on local data and historical reports provided by the City. Existing revenues will include REET funds, gas taxes, development mitigation, grants, General Fund contributions, Transportation Benefit District, and any other funds directed toward transportation capital. The Consultant will also document expenditures for transportation operations, maintenance, and administration.

The revenues and expenditures will be summarized for use in developing projections of potential future funding levels from existing sources through the 2035 forecast horizon year for the TE. The projections will identify a range of potential future dollars for each revenue category as well as maintenance and operations costs, based on historical revenues and expenditures, local jurisdictional policies, and an understanding of the current economic context of each revenue

Exhibit A  
Scope of Services for City of Marysville  
Transportation Comprehensive Plan Element Update

source. The resulting TRENDS and HIGH scenarios will be developed in consultation with City staff.

### ***Subtask 7B – Update Transportation Impact Fee Program and Rate Schedule***

The travel demand model and updated project list/costs provide a basis for updating City's Transportation Impact Fee (TIF) rates. The underlying basis for the existing TIF program has been in place for nearly seven years. The Consultant will first review and update the list of TIF eligible transportation improvement projects, including previously completed projects and debt service. This will confirm that existing TIF projects should remain and potential addition of new or modified improvement projects that meet GMA requirements for transportation impact fee projects.

The updated travel demand model will be used to allocate TIF project costs to the impact fee. The model will be used to identify the proportion of growth trips versus existing traffic at each project. It also will identify local growth versus regional traffic growth on the City's transportation system. Based on initial discussions with City staff, the existing single, citywide traffic impact fee service area is assumed to be maintained. The allocation of TIF costs also will consider availability of grants or other funding to address existing deficiencies. The product of this task will be a cost allocation spreadsheet which will be the basis for an updated impact fee rate and associated rate schedule. The rate schedule will include calculated TIF rates for the land uses in the City's TIF program based on the latest edition of *Trip Generation Manual*, Institute of Transportation Engineers. The updated rate schedule will be compared to TIF rates for other similar or nearby Cities.

Working with the City, the existing impact fee discount factors will be reviewed to assure that they still reflect the relative funding from other fees generated by residential and commercial land uses. The effect of the discount factors on transportation revenues will be identified. This will provide a basis for discussion with the City Council on how the impact fee revenues should be represented in the TE.

The Consultant will assist City staff in updating the TIF ordinance to reflect changes in projects, costs, rates, and policy direction. The Consultant also will coordinate with City staff on application of the TIF schedule and ordinance for projects, such as multi-use developments. The TIF documentation included as an Appendix to the current TE will be updated to reflect the revisions in the program.

### ***Subtask 7C – Define Funding Strategies and Summarize Financing Program***

To the extent there are funding shortfalls based on the TRENDS and HIGH range projections, the Consultant will assist the City in identifying and evaluating strategies to address funding gaps. The strategies will concentrate on policy options to make funding available within the time frame shown in the financial plan and implement the projects in the long-range TE. Strategies could include increasing revenues from impact fees, other local funding programs, expanded grant programs (including non-transportation related grants) and others. The potential range of revenues from each program would be estimated and potential advantages and disadvantages will be identified. These will be reviewed with City staff and a recommended approach, including an overview of implementation steps, will be identified.

Exhibit A  
Scope of Services for City of Marysville  
Transportation Comprehensive Plan Element Update

The funding strategy also will identify potential options for phasing transportation improvements, revising the street design standards, modifying level of service standards, or other policy changes to reduce the funding needs within the planning period. These options also will be reviewed with City staff and incorporated into the discussions with the City Council.

**Agency Support:**

- Summaries of City's transportation revenues and expenditures for the past 4 to 6 years.
- Coordination on trends and developing factors for projecting revenues from existing transportation funding sources to update the range of revenues through 2035
- Data and support for updating the relative revenues from residential and commercial developments for use in review/update of the TIF discount factors.
- Direction/review on applying discount factors and other policies to the traffic impact fee program.
- Review of overall financing program for Transportation Element
- Lead update of City's traffic impact fee ordinance.
- Lead adoption process for an updated TIF ordinance

**Consultant Deliverables**

- Summary of historical transportation revenues and expenditures
- Projections of potential funding from existing transportation revenue sources through 2035 for the TRENDS and HIGH scenarios
- Updated TIF project list, costs, allocation, and base TIF rate
- TIF rate schedule and comparison to other agency TIF rates
- Updated Appendix A to TE related to TIF process
- Support in update of TIF ordinance

## **Task 8: Transportation Element Policies and Level of Service Standards Review and Update**

The Consultant will review the City's existing transportation goals and policies to ensure they are consistent with the revised transportation strategies and financing program. This will include review of consistency with state and regional transportation requirements. Another area of focus will be on the City's level of service standards and concurrency program process.

### ***Subtask 8A – Review and Update Transportation Element Policies***

The Consultant will conduct a review of the City's adopted TE to identify how and where the City's policies address GMA and Vision 2040 planning requirements. The review will identify where the City's current TE fully complies, partially complies, or does not currently comply with the GMA or Vision 2040, and identify strategies that will help meet the requirements. This may include incorporating policies from the state or regional plans, and City subarea plans.

As required by GMA, the TE must identify a reassessment strategy if anticipated funding is not sufficient to cover the total costs of the improvement projects and programs. The Consultant will define implementation strategies and associated policies to meet that requirement. This may

Exhibit A  
Scope of Services for City of Marysville  
Transportation Comprehensive Plan Element Update

include revising level of service standards, growth assumptions, project priorities, phasing of improvements, or other options.

The Consultant will provide draft changes for review by the City and discussion by the City Council. Based on City comments the policies will be finalized the policies for inclusion in the draft TE.

### ***Subtask 8B – Refine Existing Level of Service Standards and Concurrency Program Process***

Level of service (LOS) standards help set the framework for defining and prioritizing transportation improvements and programs. Therefore, the City's existing level of service standard and concurrency program will be reviewed throughout the update of the TE. The review and update will include defining primary objectives for the LOS standards and concurrency management program. These will be defined in discussions with City staff.

The Consultant we will summarize potential level of service and concurrency program refinements for the City and identify how the options match the overall objectives and the Vision 2040 policies, as well as how various performance measures may be used to help meet the overall goals of the TE. The Consultant will summarize how the options for LOS standards and concurrency program may affect project priorities, design standards, and relative project costs. This will result in draft recommendation for refining the LOS standards and concurrency program.

Based on results of the evaluation and discussions on project priorities and funding, and direction from the City Council, we will finalize the recommended program and steps for implementing the changes. The TE scope and budget assume defining appropriate policy language and implementation processes. They do not, however, include full development and implementation of the final program or updating associated City code. If desired, development and implementation of any major changes in the concurrency program could be authorized as additional services.

#### **Agency Support:**

- Provide electronic files of existing Transportation Element policies, if different from those adopted as part of the 2008 TE.
- Review and provide direction on draft TE policy changes.
- Input on issues or other concerns related to the City's existing concurrency and development review programs for transportation.
- Input on objectives for LOS standards and concurrency program.
- Review and comments on options for revising the LOS standards and concurrency program.
- Direction on recommended LOS standards and concurrency program refinements.

#### **Consultant Deliverables**

- Updated TE policies meeting the requirements of GMA and Vision 2040
- Summary of LOS standards and concurrency program objectives and options for refining the programs.
- Summary evaluation of options for revising the City's LOS and concurrency program and recommended changes, including implementation processes.

Exhibit A  
Scope of Services for City of Marysville  
Transportation Comprehensive Plan Element Update

## **Task 9: Transportation Element Documentation**

Work under this task will be used to assemble the products from the other tasks into the draft and final TE. It also supports the City in the SEPA review of the Comprehensive Plan and completing the PSRC Reporting Tool for certification review.

### ***Subtask 9A – Prepare Draft and Final Transportation Element***

The updated list multimodal transportation system projects and programs, the goals and policies, and the financial plan will be brought together into a draft 2015 TE. The format will be similar to the 2008 TE; the Consultant will coordinate with City staff to format the TE to be readily incorporated into the Comprehensive Plan.

The TE update will highlight changes to the systems plans, transportation improvement projects and programs, and policies. It will include updates to the transportation financing program and implementation strategies.

The preliminary draft will be provided to City staff for review in electronic format (e.g., a Microsoft Word and Adobe Acrobat PDF file). Based on comments, a draft final Transportation Element document will be prepared for review by the Planning Commission and City Council. Following review and comment by the Planning Commission and/or City Council, the TE will be finalized and transmitted to the City for final review and adoption.

### ***Task 9B – Prepare SEPA Checklist for Transportation Section of Comprehensive Plan***

The Consultant will prepare the transportation section of the SEPA checklist for the Comprehensive Plan update. Based on comments from the City, the Consultant will finalize the transportation sections of SEPA checklists for the TE.

### ***Task 9C – Prepare Transportation Section of PSRC Reporting Tool***

The PSRC Reporting Tool will be reviewed during the course of developing the TE to ensure that all needed elements are appropriately addressed. Based on the draft TE, the Consultant will develop an initial draft response for the PSRC Reporting Tool. Based on review with the City (and possible coordination with PSRC), the responses will be updated for submittal to PSRC.

#### **Agency Support**

- Direction and file formatting of the TE to be consistent with Comprehensive Plan.
- Review and input on draft and final TE.
- Review and comment on SEPA checklist and PSRC Reporting Tool materials.

#### **Consultant Deliverables**

- Draft 2015 City of Marysville Transportation Element.
- Final 2015 City of Marysville Transportation Element.
- Transportation section of SEPA checklist for Comprehensive Plan.
- Completed transportation sections of PSRC Reporting Tool.
- Electronic files in MS Word and Excel, ArcGIS, and PDF formats will be provided of all documents.

Exhibit A  
 Scope of Services for City of Marysville  
 Transportation Comprehensive Plan Element Update

## **Task 10 – Project Management and Coordination**

Successful delivery of an updated TE for the City of Marysville will require ongoing coordination and communication between the Consultant and City. In addition, project budget, schedule, and deliverables must be monitored.

### ***Task 10A – Project Coordination with City Team***

The Consultant will coordinate with the City's project team to identify and review data and analyses, review and discuss project lists and transportation system plans, review comments on draft documents, and plan for meetings with stakeholders or other consultants. The coordination will occur through conference calls, net meetings, or other electronic means; if needed, meetings will be held at the City's offices.

In addition, the City and Consultant will transmit materials including meeting materials, documents, and interim results via email.

### ***Task 10B – Project Administration***

The Consultant project manager and City project manager will communicate on a regular basis using telephone, email, and meetings. This will be used to identify data needs, upcoming tasks, refinement of project scope or methods, budget status, and schedule. As needed, these will be documented to track project progress.

On a monthly basis, the Consultant will prepare and submit progress reports and invoices for the work completed in the invoice period.

#### **Agency Support**

- City of Marysville project manager to regularly keep in contact with Consultant team and communicate internally to rest of City staff on progress and schedule.
- Arrange for meetings and/or conference calls with other City staff, as needed.

#### **Consultant Deliverables**

- Consultant project manager to regularly keep in contact with City on project status, potential issues, data needs, and review of materials.
- Notes, emails, or other summaries of communication.
- Monthly progress reports and invoices.

# *Index #9*

## CITY OF MARYSVILLE AGENDA BILL

### EXECUTIVE SUMMARY FOR ACTION

**CITY COUNCIL MEETING DATE: July 28, 2014**

AGENDA ITEM: Professional Services Agreement with Billing Document Specialists	
PREPARED BY: John Nield, Financial Operations Manager	DIRECTOR APPROVAL:
DEPARTMENT: Utility Billing	
ATTACHMENTS: Professional Services Agreement	
BUDGET CODE: 00143523.541000	AMOUNT: 112,500

**SUMMARY:**

Staff is requesting authorization to enter into a five (5) year Professional Services Agreement with Billing Document Specialists (BDS) to provide bill print and lockbox services for the City of Marysville Utility Customers. BDS was selected from six other companies through a Request for Proposal (RFP) process.

BDS will provide customers with their utility bills and be the provider that we collect, process and deposit utility payments made to the designated post office box. BDS offer combined services of bill printing and lockbox payment processing all under one company at a lower rate than our current provider. Because BDS offers both services, having one point of contact is critical to resolving issues, taking care of emergencies and coordination of changes, with ease of testing.

Based on May and June 2014 Activity Annualized, the yearly cost of using BDS services is estimated at \$112,435.08, the current provider's yearly cost for the same service is \$123,103.32, a savings to the City of nearly \$11,000 per year.

<p><b>RECOMMENDED ACTION:</b> Staff recommends that Council Authorize the Mayor to sign the Professional Services Agreement between the City of Marysville and Billing Documents Specialist.</p>
--



*Billing and Lockbox Vendors:*

Costs / Invoice Sample	AFTS	BDS	DataMax	Vendors	Endeon	Databar and Retail Lockbox partnering	Retail Lockbox
Monthly Bill Printing Based on 16,250 monthly billings	9,388.61	8,318.67	8,490.75	9,005.50	8,397.19	N/A	0.00
<b>Total Monthly Bill Print</b>	<b>9,388.61</b>	<b>8,318.67</b>	<b>8,490.75</b>	<b>9,005.50</b>	<b>8,397.19</b>		<b>0.00</b>

Bill Inserts City Provided - Per Month Cycle bills only 11,500 per month	115.00	115.00	23.00	172.50	115.00	1st one free, then 115.00	N/A
---	--------	--------	-------	--------	--------	---------------------------	-----

Monthly Lockbox Charge Based on 3,000 Lockbox Payments	655.00	866.25	N/A	2,537.50	N/A		771.90
<b>Total Lockbox Charge</b>	<b>655.00</b>	<b>866.25</b>	<b>0.00</b>	<b>2,537.50</b>	<b>0.00</b>		<b>771.90</b>

PO Box Annual Fee	1,200.00	136.00	N/A	0.00	N/A		1,721.00
Annual Lockbox Fee	Monthly billed 100.00 Annual Due 1,200.00	700.00 836.00	N/A	Monthly billed 500.00 0.00	N/A		1,721.00

Set up fee Bill Print	500.00	600.00	800.00	0.00	N/A	0.00	N/A
Set Up Fee Lockbox	0.00	1,500.00	800.00	7,500.00	N/A	0.00	0.00
<b>One Time Fee</b>	<b>500.00</b>	<b>2,100.00</b>	<b>800.00</b>	<b>7,500.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

Monthly Billing Costs - 16,500 bills Insert provided by the City 11,500 Lockbox Fees 3,000 checks	9,388.61 115.00 655.00	8,318.67 115.00 866.25	8,490.75 23.00 N/A	9,005.50 172.50 2,537.50	8,397.19 0.00 N/A	N/A	0.00 N/A 771.90
---	------------------------------	------------------------------	--------------------------	--------------------------------	-------------------------	-----	-----------------------

<b>Estimated Monthly Bill Print Amount</b>	<b>City Provided Inserts</b>	9,503.61	8,433.67	8,513.75	9,178.00	8,397.19	N/A
<b>Lockbox Fee</b>		655.00	866.25	N/A	2,537.50	N/A	771.90

<b>Estimated Monthly Total Amount</b>	<b>City Provided Inserts</b>	10,158.61	9,299.92	8,513.75	11,715.50	8,397.19	771.90
---------------------------------------	------------------------------	-----------	----------	----------	-----------	----------	--------

One Time Fees	500.00	2,100.00	800.00	7,500.00	0.00	0.00	0.00
Annual Fees	1,200.00	836.00	0.00	0.00	0.00	0.00	1,721.00
Monthly Amount City Provided Inserts	10,158.61	9,299.92	8,513.75	11,715.50	8,397.19	0.00	771.90
Monthly Annual Fee If applicable	100.00	69.67	0.00	0.00	0.00	0.00	143.42
Total Monthly Cost with Annual Fees	10,258.61	9,369.59	8,513.75	11,715.50	8,397.19	0.00	915.32
Lockbox service for those who do not	0.00	0.00	915.32	0.00	915.32	N/A	N/A
<b>Total</b>	<b>10,258.61</b>	<b>9,369.59</b>	<b>9,429.07</b>	<b>11,715.50</b>	<b>9,312.51</b>		<b>915.32</b>

**Evaluation Criteria**

Capability / Process	40 Point Maximum	32	35	29	34	28	29
Price	30 Point Maximum	24	29	28	22	30	27
Experience/References	30 Point Maximum	26	27	25	25	27	22
<b>Total Score</b>		<b>82</b>	<b>91</b>	<b>82</b>	<b>81</b>	<b>85</b>	<b>78</b>

# *Index #10*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: July 28, 2014**

AGENDA ITEM: Resolution Adopting Public Defense Standards	AGENDA SECTION: Legal	
PREPARED BY: Gloria Hirashima, Chief Administrative Officer	AGENDA NUMBER:	
ATTACHMENTS:	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

RCW 10.101.030 requires the City of Marysville ("City") to adopt standards for the delivery of public defense services. The Washington State Bar Association Board of Governors approved standards for indigent defense services on June 11, 2011 and the Washington State Supreme Court issued New Standards for Indigent Defense by Order dated June 15, 2012, which were effective upon adoption except Standard 3.4 which includes mandated caseload limits that have a scheduled effective date of January 1, 2015.

In drafting the proposed public defense standards, the city also considered the Memorandum Decision dated December 4, 2013, in *Wilbur v. City of Mount Vernon*, United States District Court for the Western District of Washington Case No. C11-1101RSL, which provides additional guidance on the delivery of public defense services, including municipal responsibilities for funding, administering and monitoring a constitutionally adequate public defense program under the Sixth Amendment to the U.S. Constitution and *Gideon v. Wainwright*, 372 U.S. 335 (1963).

RECOMMENDED ACTION: Approve resolution establishing standards for indigent defense services.
COUNCIL ACTION:

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF MARYSVILLE, WASHINGTON  
ADOPTING NEW STANDARDS FOR THE DELIVERY OF PUBLIC  
DEFENDER SERVICES PURSUANT TO RCW 10.101.030**

WHEREAS, RCW 10.101.030 requires the City of Marysville ("City") to adopt standards for the delivery of public defense services, specifies the topics to be addressed in such standards, and urges local legislative bodies to use the standards endorsed by the Washington State Bar Association for indigent defense as guidelines; and

WHEREAS, the Washington State Bar Association Board of Governors approved standards for indigent defense services on June 11, 2011; and

WHEREAS, the Washington State Supreme Court issued New Standards for Indigent Defense by Order dated June 15, 2012, which were effective upon adoption except Standard 3.4, mandated caseload limits; and

WHEREAS, the Memorandum Decision dated December 4, 2013, in *Wilbur v. City of Mount Vernon*, United States District Court for the Western District of Washington Case No. C11-1101RSL, provides additional guidance on the delivery of public defense services, including municipal responsibilities for funding, administering and monitoring a constitutionally adequate public defense program under the Sixth Amendment to the U.S. Constitution and *Gideon v. Wainwright*, 372 U.S. 335 (1963); and

WHEREAS, the City Council of Marysville deems it to be in the public interest to proceed with the adoption and implementation of the standards for the delivery of public defense services as provided herein;

**NOW, THEREFORE**

THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. The following public defense standards are hereby adopted:

**STATEMENT OF INTENT AND INTERPRETATION:** These standards are adopted in order to comply with the requirements of RCW 10.101.030, the rules established by the Washington State Supreme Court, and the requirements of the Sixth Amendment to the U.S. Constitution. The provisions of these standards shall be construed to effectuate their stated purpose, which is to provide standards that afford quality representation in the provision of public defense to indigent criminal defendants. "Quality representation" describes the minimum level of attention, care, and skill that Washington citizens would expect of their State's criminal justice system meeting all legal requirements for the provision of public defense services. These standards may be amended from time to time to reflect changes in the rules established by the

Washington State Supreme Court, guidance offered by the Washington State Bar Association, or decisions of Washington State and federal courts.

## **1. DUTIES AND RESPONSIBILITIES OF COUNSEL.**

1.1 Public defense services (“the Services”) shall be provided to all clients in a professional, skilled manner consistent with the minimum standards set forth by the American Bar Association, the Washington State Bar Association, the Rules of Professional Conduct, case law and applicable court rules and decisions defining the duties of counsel and the rights of defendants in criminal cases. The Public Defender's primary and most fundamental responsibility is to promote and protect the interests of the client.

1.2 Services shall be provided to indigent clients whose eligibility has been determined by the City of Marysville through an established screening process.

1.3 All Public Defenders providing services by contract shall certify their compliance with the standards for indigent defense by filing a Certification of Compliance quarterly, as required by CrR 3.1, CrRLJ 3.1, and JuCR 9.2. Such forms shall be filed with the Marysville Municipal Court. Copies of each Public Defender's certification shall be provided to the City.

## **2. QUALIFICATIONS OF ATTORNEYS.**

2.1 Every Public Defender performing services under contract with the City (herein "Public Defense" or "Public Defender") or appointed by the Marysville Municipal Court in a particular case shall satisfy the minimum requirements for practicing law in the State of Washington as determined by the Washington State Supreme Court and possess a license to practice law in the State. Interns may assist in the provision of services so long as such interns comply with APR 9, and are trained and supervised by contract Public Defenders.

2.2 In a firm providing public defense services, one attorney shall be designated as the lead attorney. The designated Public Defender or the designated lead attorney in a firm providing public defense services by contract shall have a minimum of five years of experience in a practice emphasizing criminal defense.

2.3 Attorneys and Rule 9 interns performing services under contract shall:

2.2.1 be familiar with the statutes, court rules, constitutional provisions, and case law relevant to the practice area;

2.2.2 be familiar with the Washington Rules of Professional Conduct (WRPC);

2.2.3 be familiar with the Performance Guidelines for Criminal Defense Representation approved by the Washington State Bar Association;

2.2.4 be familiar with the consequences of a conviction or adjudication, including possible immigration consequences and the possibility of civil commitment proceedings based upon a criminal conviction; and

2.2.5 be familiar with mental health issues and be able to identify the need to obtain expert services; and

2.3 The City Attorney, City Prosecutor, Chief of Police and law enforcement personnel shall not participate in the selection and evaluation process leading to the recommendation of a contract for Public Defense Services. Nothing herein shall be interpreted to prohibit the City Attorney, City Prosecutor or Chief of Police from performing the normal functions of his/her office, including by way of illustration, the drafting of contracts, ordinances and resolutions.

### **3. TRAINING, SUPERVISION, AND EVALUATION OF ATTORNEYS.**

3.1 The designated lead attorney in a firm providing public defender services shall be responsible for training, supervising, and evaluating all attorneys in the firm providing public defender services.

3.2 No attorney in a firm providing public defender services shall be assigned sole or primary responsibility for a case unless the lead attorney determines that attorney has the required training, experience, knowledge and skill.

3.3 All attorneys providing public defense services shall participate in a minimum of seven hours of continuing legal education per year in areas relating to criminal defense law and practice.

3.4 In addition to required continuing legal education (CLE) training, in the event that seven (7) or more attorneys perform services to the City by the same contract and in the same entity, the contract for services shall provide for in-house training. Proposals made in response to requests for proposals for pursuit of a contract for Public Defense Services shall provide information regarding in-house training, the development of manuals to inform new attorneys of the rules and procedures of the Marysville Municipal Court and encourage the opportunity to attend courses that foster trial advocacy skills. The Public Defender is encouraged to obtain and review professional publications and other media relating to criminal defense.

### **4. COMPENSATION OF COUNSEL.**

The City has a constitutional obligation to provide Public Defense Services that ensure that public defense attorneys and staff are compensated at a rate commensurate with their training and experience. For conflict and other assigned counsel, reasonable compensation shall also be provided. Compensation shall reflect the time and labor required to be spent by the attorney and the degree of professional experience demanded by the assigned caseload. Contracted and assigned counsel shall be compensated for reasonable out of pocket expenses.

4.1 The contract shall provide for extraordinary compensation in the event that a particular case requires an extraordinary amount of time and preparation. The conditions under extraordinary fees may be charged will be defined within any contract.

4.2 Attorneys with a conflict of interest shall not be required to compensate the new, substituted attorney under the contract.

## **5. ADMINISTRATIVE EXPENSES AND SUPPORT SERVICES.**

5.1 All contracts for Public Defense shall provide sufficient amounts, in addition to reasonable compensation for attorneys, for adequate administrative expenses and supports services to provide for adequate staffing and other costs associated with the day to day management of a law office. Administrative expenses include travel, telephones, law library including electronic legal research, financial accounting, case management systems, computers and software, office space and supplies, training. Support services include secretaries, word processing staff, paralegals, and access to translators, social work staff, mental health professionals, and immigration law advice, as appropriate,

5.2 Private offices and/or conference rooms shall be available which are convenient to defendants charged in the Marysville Municipal Court and allow the maintenance of confidentiality. Public Defenders shall maintain a telephone system, internet access and postal address to enable convenient communications by clients.

## **6. RESPONSIBILITY FOR EXPERT WITNESS FEES AND OTHER COSTS ASSOCIATED WITH REPRESENTATION**

The expenses of expert witnesses and investigative costs in appropriate cases shall be borne by the City.

6.1 The Public Defense Contract shall provide reasonable compensation for an expert of the Public Defender's choosing. No appointment shall be from a pre-approved list designated by the City Attorney, the City Prosecutor, or other City officials.

6.2 The services of expert witnesses will be paid directly by the City when approved by the Court through ex parte motion.

6.3 Investigative services shall be employed as appropriate. The investigator shall have appropriate training and experience in the area of criminal defense and investigations relating to criminal matters. Contracts for Public Defense Services may include investigative services as a part of reimbursed overhead included in the contract compensation for investigators employed by a firm.

## **7. CASELOAD LIMITS AND TYPES OF CASES.**

7.1 The Public Defender shall provide Services to all eligible person charged in the Marysville Municipal Court with violation of the City's ordinances defining misdemeanor and gross misdemeanor crimes for which incarceration is a possible consequence upon conviction, and RALJ appeals of convictions to Superior Court. A case is defined as the filing of a document with the Court naming a person as a defendant or respondent, to which an attorney is appointed in order to provide representation.

7.2 The caseload of a full time public defender or assigned counsel shall not exceed four hundred cases per year.

7.3 If a Public Defender or assigned counsel is carrying a caseload consisting of cases performed under contract with the City, as well as other criminal cases from other jurisdictions, including a mixed caseload of felonies and misdemeanors, these standards shall be adjusted proportionally to determine a full caseload. If the contract or assigned counsel also maintains a private law practice, the caseload shall be based upon the percentage of time that the lawyer devotes to public defense with the City.

7.4 The caseload of a Public Defender who also maintains a private practice shall not exceed the number of cases resulting from multiplying 400 cases by the percentage of his or her time the public defender devotes to providing public defense services under all contracts for public defense services.

7.5 A case credit is a unit of work computed as follows:

7.5.1 The Public Defender will receive no credit for a misdemeanor case when the court dismisses the case upon the motion of the prosecuting attorney before any legal service has been performed. Any case in which the Public Defender's duty is limited to explaining to the individual defendant the implication of any action by the City Attorney to reduce a criminal matter to a civil infraction, bail forfeiture or dismissal, shall not be counted as a case assignment to the Public Defender's office. The Public Defender shall receive no work for credit on cases which are substantively identified as conflicts, with the exception of cases in which (after work has been performed) the client obtains a new attorney at his own expense or through a request to the court, or for other extraordinary circumstances approved by the City, including but not limited to, information or evidence which the Public Defender could not have reasonably known or discovered at the time of the initial conflicts check.

7.5.2 Each pre-trial case is counted only once, irrespective of any subsequent reappointment pursuant to when a client fails to appear (FTA). The case will be counted at the time of first appointment. In the event a defendant has been previously represented by a Public Defender and that case was previously counted when the case was in pre-trial status, it will not be counted again unless the defendant FTA's at a post-conviction hearing. Post-conviction cases where defendants FTA and are subsequently reappointed to the Public Defender will be counted again; however, this will occur only once, no matter how many times a defendant FTA's and the Public Defender is reappointed when the case is in post-conviction status, the case will be counted only once.



7.5.3 A criminal matter shall be defined as one (1) case for billing purposes no matter how many charges are filed against the individual, so long as all the charges arise out of the same incident. Any additional charges filed against the same defendant, arising out of a separate incident, shall be counted by the Public Defender as a new case.

7.5.4 If the Public Defender is required to attend an appearance calendar, the Public Defender shall count such attendance at a minimum, as a case, regardless of whether he or she is actually appointed to represent a client. If appointed, a case count shall be determined as provided above.

7.6 The request for qualifications process for selection of a Public Defender and Public Defender Counsel shall strive to obtain a Public Defender whose experience and training is sufficient to comport with the caseload assumptions and credits assigned. Attorneys assigned to RALJ appeals shall have a minimum of one year's experience in RALJ appeals or in the event multiple attorneys perform services in the contract, a minimum of one attorney assigned to or supervising RALJ appeals shall have such experience.

7.7 The standards provided herein for caseloads may be adjusted upward depending upon the complexity of a particular case. A Public Defender may request to have the weighting for an unusually complex case not addressed adequately by these standards may be increased depending upon the complexity and requirements of the case, and such adjustment shall not be unreasonably refused by the City. The maximum caseload for a particular attorney shall be adjusted downward when the mix of case assignments becomes weighted toward an unanticipated number of more serious offenses or case types that demand more investigation, legal research and writing, use of experts, and/or social workers or other expenditure of time and resources.

## **8. LIMITATIONS ON PRIVATE PRACTICE.**

Subject to the provisions of Standard Six on Caseload Limits, there is no prohibition on a public defender engaging in private practice, provided, such private practice does not interfere with performance of Public Defense Services and complies with all requirements of the Rules of Professional Conduct.

## **9. REPORTS OF ATTORNEY ACTIVITY AND VOUCHERS.**

9.1 Public Defense Services shall maintain a case reporting system and information management system. The Public Defender or firm providing public defense services shall provide monthly reports to the City regarding the caseloads generated under the contract for each attorney and intern providing services under the contract,

9.2 The monthly caseload reports to be provided by the Public Defender shall identify the number of cases assigned, the case count year-to-date, and records of the time expended on each case. The monthly caseload report shall also include information relating to calculation of caseload under public defense contracts with other jurisdictions and private

practice caseload to permit the City to monitor and evaluate compliance with these Standards. The City may require supplementation of reports if the information provided does not allow evaluation of the Public Defender's compliance with caseload limits.

9.3 Requests for payment shall be made by voucher on a form approved by the City Administrator and supported by the monthly caseload report.

## **10. DISPOSITION OF CLIENT COMPLAINTS.**

10.1 The Chief Administrative Officer shall identify a procedure for complaints regarding the provision of services by the Public Defender.

10.2 Public Defender Service Providers shall first be afforded an opportunity to resolve any complaint.

10.3 Complaints regarding the provision of services under the contract, or regarding a violation of any of these standards shall be investigated by the Chief Administrative Officer provided, however, that any complaint regarding trial strategy or any other matter which could breach confidentiality shall be referred to the Washington State Bar Association or the presiding judge of the Marysville Municipal Court. Nothing in this section or in these standards should be interpreted to require the Public Defender or any indigent defendant to breach any duty of confidentiality, including, but not limited to trial strategy

## **11. CAUSE FOR TERMINATION OR CONTRACT OR REMOVAL OF ATTORNEY.**

11.1 The City may terminate the contract for Public Defense Services either "for cause," after such notice and opportunity to cure as is warranted in the circumstances, or "for convenience," on 90 days notice of termination.

11.2 Removal by the Court of counsel from representation normally should not occur over the objection of the attorney and the client.

## **12. SUBSTITUTION OF ATTORNEYS OR ASSIGNMENT OF CONTRACTS.**

12.1 The contract for Public Defense Services shall not be assignable without the express written consent of the City.

12.2 In the event of conflict or removal of the Public Defender, Conflict Counsel shall be assigned, either by separate contract with Conflict Counsel or by court appointment. In the event that alternative or Conflict Counsel is required to be assigned, the Public Defender shall bear no part of the costs associated with the appointment of an alternative or Conflict Counsel. The contract should address the procedures for continuing representation of clients upon conclusion of the agreement.

12.3 Conflict Counsel shall adhere to the standards established by this resolution, including but not limited to, an evaluation of the overall case count annually by Conflict Counsel under the procedures set forth in this agreement.

**13. NON-DISCRIMINATION.**

Non-Discrimination. The Public Defender shall comply with all federal, state and local non-discrimination laws or ordinances. The duty of nondiscrimination relates not only to the provision of services by the Public Defender to the clients, but also with respect to the hiring and employment practices of the Public Defender Contractor.

Section 3. The City Clerk is directed to provide a certified copy of the Standards to the Presiding Judge of the Marysville Municipal Court.

Section 4. **EFFECTIVE DATE.**

The provisions of this resolution shall be effective upon adoption.

RESOLVED:

CITY OF MARYSVILLE

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Grant K. Weed, City Attorney

# *Index #11*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 7/28/14**

<b>AGENDA ITEM:</b> <b>A RESOLUTION OF THE CITY OF MARYSVILLE RELATING TO PUBLIC RECORDS; ADOPTING PUBLIC RECORDS ACT RULES; ISSUING A FORMAL ORDER THAT MAINTAINING AN INDEX WOULD BE UNDULY BURDENSOME, ORDERING PUBLICATION OF THIS RESOLUTION AND THE PUBLIC RECORDS ACT RULES AND APPOINTING THE CITY CLERK AS THE PUBLIC RECORDS OFFICER</b>	
<b>PREPARED BY:</b> Sandy Langdon, Finance Director/City Clerk	<b>DIRECTOR APPROVAL:</b>
<b>DEPARTMENT:</b> Finance – City Clerk	
<b>ATTACHMENTS:</b> Draft Resolution Draft PRA Rules	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
<b>SUMMARY:</b>	

The City Clerk’s office is requesting the Council to consider the attached resolution to provide for the adoption of the Public Records Act Rules under the Model Rules developed by the Attorney General’s Office. This ordinance will also acknowledge that maintaining an index of records of the city would be unduly burdensome to the City given the extent, location, and limited staffing available.

<b>RECOMMENDED ACTION:</b> Staff recommends that the Council approve the adoption of a resolution relating to public records adopting public records act rules, issuing a formal order that maintaining an index would be unduly burdensome
--

**DRAFT - CITY OF MARYSVILLE**

Marysville, Washington

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF MARYSVILLE RELATING TO PUBLIC RECORDS; ADOPTING PUBLIC RECORDS ACT RULES; ISSUING A FORMAL ORDER THAT MAINTAINING AN INDEX WOULD BE UNDULY BURDENSOME, ORDERING PUBLICATION OF THIS RESOLUTION AND THE PUBLIC RECORDS ACT RULES AND APPOINTING THE CITY CLERK AS THE PUBLIC RECORDS OFFICER**

WHEREAS, the Public Records Act, RCW 42.56 (PRA), requires cities to adopt rules of procedure consistent with the intent of the Public Records Act, to provide full public access to public records, to protect public records from damage or disorganization, and to prevent excessive interference with essential City functions; and

WHEREAS, the Public Records Act requires the City to make public records available for inspection and copying, subject to certain exemptions; and

WHEREAS, the City Council supports the policy of the Public Records Act, to provide citizens with broad access to public records; and

WHEREAS, the City Council desires to update its current public records regulations in order to conform with changes to state law; and

WHEREAS, the attached City of Marysville Records and Information Management Program/ Public Records Act Rules (“PRA Rules”) fulfill these requirements and were developed using the Attorney General’s Office advisory Model Rules for disclosure of public records; and

WHEREAS, RCW 42.56.070 requires all cities and public agencies to maintain and make available a current index of public records; and

WHEREAS, RCW 42.56.070(4) provides that if maintaining such an index would be unduly burdensome or interfere with agency operation, a city must issue and publish a formal order specifying the reasons why and the extent to which compliance would be unduly burdensome; and

WHEREAS, RCW 42.56.580 requires that each agency appoint and publicly identify a Public Records Officer and a provide contact information for that Officer; and

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

Section 1. The attached City of Marysville Records and Information Management Program/ Public Records Act Rules (“PRA Rules”) are hereby adopted and incorporated by reference as the PRA Rules of the City regarding public records requests.

Section 2. The City is comprised of eight departments, with divisions and subdivisions many if not all of which maintain separate databases and/or systems for the indexing of records and information - serving over 60,000 residents. Because the City has records which are diverse, complex and stored in multiple locations and in multiple computer systems, formats and/or databases, it is unduly burdensome, if not physically impossible, to maintain a current index of all records. In addition, given the wide range of City activities, the limited staffing levels maintained in each City department the maintenance of a central index of records would be unduly burdensome. Therefore, the Council finds that maintaining the index required by RCW 42.56.070(3) would be unduly burdensome and formally orders that such an index does not have to be maintained as allowed under RCW 42.56.070(4) however, all other City indexes are to be available for public inspection and copying in conformity with applicable law.

Section 3. The City Clerk is appointed as the City’s Public Records Officer. The City’s Public Records Officer will oversee compliance with the Public Records Act. The City’s Public Records Officer may delegate the responsibilities of processing requests to other staff. The City Clerk’s/Public Records Officer’s contact information is provided in the attached PRA Rules.

Section 4. The Clerk is directed to publish this Resolution and the availability of the PRA Rules, post and maintain the PRA Rules on the City’s website and make the PRA Rules available for inspection and copying at City Hall.

Section 5. If any section, subsection, sentence, clause phrase or work of this Resolution 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 work of this Resolution.

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

## City of Marysville Records and Information Management Program

The following records and information management program applies to records activity in the City of Marysville with the exception of municipal court activity. Court records are governed under Washington State Court General Rules as identified in Section 11.

### PUBLIC RECORDS ACT RULES

The Public Records Act (Act), RCW 42.56, requires public agencies to make identifiable, non-exempt public records available for inspection and copying upon request and to publish rules of procedure to inform the public how access to public records will be accomplished. Pursuant to Ordinance No. 1274, adopted by the City Council on February 28, 1983 and amended by Ordinance 2441 on October 14, 2002, the following Rules for responding to public records/disclosure requests are established.

The purpose of these rules is to provide the public full and timely access to information concerning the conduct of government, mindful of individuals' privacy rights and the desirability of efficient administration of our City government. The Act and these rules will be interpreted in favor of disclosure. In carrying out its responsibilities under the Act, the City will be guided by the provisions of the Act describing its purposes and interpretation. Failure to comply with any provision of these rules shall not result in any liability imposed upon the City other than that required in the Act.

#### Section 1. Definitions/ Explanations

- a. **Public record.** A writing, regardless of physical form, containing information relating to the conduct of government or the performance of any governmental or proprietary function, prepared, owned, used or retained by the City.
- b. **Writing.** Broadly defined, a writing means handwriting, typewriting, printing, Photostatting, photographing, and any other means of recording any form of communication, including, but not limited to, letters, words, pictures, sounds or symbols or their combinations; papers, maps, magnetic or paper tapes, photographic films and prints, motion picture, film and video recordings, magnetic or punched cards, discs, drums, diskettes, sound recordings, and other documents including data compilations from which information may be obtained or translated. An email is a writing.
- c. **Identifiable record.** An identifiable record is one in existence at the time the records request is made and that City staff can reasonably locate.
- d. **Exempt record.** All agency records are available for review by the public unless they are specifically exempted or prohibited from disclosure by law or case law, either in RCW 42.56 or other laws and statutes. The Municipal Research and Services Center maintains an up-to-date list of current exemptions and prohibitions on their website at [www.mrsc.org](http://www.mrsc.org) search for publication titled "Public Records Act for Washington Cities, Counties and Special Purpose Districts" (scroll to Appendix C).
- e. **Counter document.** A frequently requested document retained in the Public Records Center or within departments that is known to be public information and may be released without need to file a written public disclosure request.



- f. **E-mail.** Electronic mail is an informational transfer system which uses computers for sending and receiving messages. It is comprised of individual units of information divided into an “envelope” and the message contents. The envelope, or message header, contains the mailing address, routing instructions, transmission and receipt information, and other information the system needs to deliver the mail item correctly. Classification of emails as public records is dependent on the content of the message. Email messages are public records when they are created or received in the transaction of public business and retained as evidence of official actions.

## **Section 2. Description of City Services and Central Office**

The City of Marysville is a Washington municipal corporation that provides the full range of traditional municipal services through its various departments. These functions include but are not limited to maintaining public records. The City Clerk’s Office shall maintain descriptions of the City’s organization (Appendix A) and the process through which the public may obtain information from the City.

The City of Marysville’s ~~central office~~ City Clerk’s Office is located at Marysville City Hall, 1049 State Ave. Marysville, WA, 98270, and several field offices are located throughout the City.

## **Section 3. Public Records Officer**

Any person wishing to request access to public records or seeking assistance in making a request should contact the City’s public records officer. The City Clerk has been designated by the City Council as the City’s public records officer.

The Public Records Officer will oversee compliance with the Public Records Act, but may designate other City staff members who may process requests for public records. For Police records, the Public Records Officer has designated the Program Specialist.

The Public Records Officer or his designees will provide the fullest assistance to requestors, ensure that public records are protected from damage or disorganization, and prevent fulfilling public records requests from causing excessive interference with the essential functions of the City.

When using these Rules, references to the Public Records Officer should be interpreted to also include his designees.

- a. **Requests for records other than Police records:** Requests to inspect or copy any records maintained by the City, other than Police records, should be made to the Public Records Officer at:

Office of City Clerk  
Marysville City Hall - Public Records Officer  
1049 State Ave.  
Marysville, WA 98270

Telephone: 360-363-8000  
FAX: 360-363-8042  
E-mail: [cityclerk@Marysvillewa.gov](mailto:cityclerk@Marysvillewa.gov)

- b. **Requests for Police records:** Requests to inspect or copy records maintained by the

City's Police Department should be made to the Police Program Specialist at:

Police Records  
 Marysville Police Department  
 1635 Grove St.  
 Marysville, WA 98270

Telephone: 360-363-8300

FAX: 360-659-7667

Email: [records@Marysvillewa.gov](mailto:records@Marysvillewa.gov)

- c. **Internet access to records.** Many records are also available on the City of Marysville web site at: [www.marysvillewa.gov](http://www.marysvillewa.gov) Requestors are encouraged to view the documents available on the website prior to submitting a public records request.

#### **Section 4. Availability of public records**

- a. **Hours for inspection.** Public records are available for inspection and copying during the City's normal business hours: Monday through Friday, 8:00 a.m. to 5:00 p.m. (hours may vary by department), excluding legal holidays. City staff and the requestor may make mutually agreeable arrangements for times of inspection and copying.
- b. **Place of inspection.** Records will be made available for inspection as determined by the Public Records Officer. City staff and the requestor may make mutually agreeable arrangements for inspection if the particular records being sought are maintained at field offices of the City.

A requestor shall not take City records from City offices without the permission of the Public Records Officer.

- c. **Electronic access to records.** A variety of records are available on the City's web site at: [www.marysvillewa.gov](http://www.marysvillewa.gov)

To the extent practical, the City will store, maintain, and make its records available electronically. For those seeking responsive records in electronic format, the City may provide access to public records by providing links to the web site containing an electronic copy of the record, provide records on disk, or transmit the responsive record via e-mail. The City can arrange for a computer terminal for viewing records and information at City Hall or City field office for those without access to the internet. The Public Records Officer will work with the requestor to determine the most appropriate method for providing electronic copies of responsive records.

- d. **Records index.** Resolution No. \_\_\_\_\_, adopted by Council on [DATE] respectively, determined that maintaining a central index of City records is unduly burdensome, costly, and would interfere with City operations due to the number and complexity of records generated as a result of the wide range of City activities.

The City Clerk will, however, index and maintain the general administrative records in the Marysville Information Retrieval System (MIRS) to make them available for public inspection and copying.

Other records that relate to the specific function or responsibility of a particular department shall be maintained in the offices of the particular department. The Public Records Officer will

coordinate responses to public records requests with the departments, and responsive records shall be made available for public inspection and copying at the City Hall or City field offices in accordance with Chapter 42.56 RCW and Resolution No. \_\_\_\_\_.

- e. **Organization of records.** City departments will maintain records in a reasonably organized manner and the City will take reasonable actions to protect records from damage and disorganization.
- f. **Retention of records.** The City will retain its records in accordance with retention schedules available at [www.secstate.wa.gov](http://www.secstate.wa.gov). The State Attorney General's Local Records Committee approves a general retention schedule for local agency records (including cities) that is common to most agencies. Individual agencies may seek approval from the Local Records Committee for retention schedules specific to their agency or that, due to their particular business needs, must be kept longer than provided in the general schedule. Public records may not be destroyed per a retention schedule if a public records request or actual or anticipated litigation is pending.

Retention schedules vary based on the content of the record.

### **Section 5. Making a request for public records.**

- a. **Reasonable notice that the request is for public records.** A requestor must provide the City with reasonable notice that the request being made is for public records. There is no required format for a valid public records request. If a request is contained in a larger document unrelated to a public records request, the requestor should point out the public records request by labeling the front page of the document as containing a public records request or otherwise calling the request to the attention of the Public Records Officer to facilitate timely response to the request.
- b. **Form.** Any person wishing to inspect or copy identifiable public records of the City should make the request in writing in one of the following ways:
  - on the provided request form (available at the Public Records Center and online at [www.Marysvillewa.gov](http://www.Marysvillewa.gov)),
  - by letter, fax, or e-mail addressed to the Public Records Officer, or
  - online at [www.marysvillewa.gov](http://www.marysvillewa.gov)

The following information should be included in the request:

- Name and address of requestor
  - Other contact information, including telephone number and email address;
  - Identification of the requested records adequate for the Public Records Officer to locate the records (Including the dates and title or types of records requested if known) ; and
  - The date and time of day of the request.
- c. **Prioritization of records.** The Public Records Officer may ask a requester to clarify and prioritize the records he or she is requesting so that the most important records may be provided first. A requestor need not prioritize a request.
  - d. **Copies.** If the requestor wishes to have copies of the records made instead of simply inspecting them, he or she should so indicate and make arrangements to make a deposit or pay for the copies, as further discussed in Section 9 below. Costs for copies are set out on the fee

scheduled published periodically by the City Clerk and made available at the Public Records Center and on the City's web site.

- e. **Oral Requests.** The Public Records Officer may accept requests for public records that contain the above information by telephone or in person. If an oral request is made, the Public Records Officer will confirm receipt of the information and the substance of the request in writing.
- f. **Requests made directly to City departments.** Requests for public records that are made directly to departments shall be delivered to the Public Records Officer immediately upon receipt for coordinated processing. When request is fulfilled by a City Department, the final disposition will be provided to the Public Records Officer, who will maintain an index of requests as set forth in the records retention schedule.
- g. **Purpose of request.** A requestor need not state the purpose of the request. However, in an effort to clarify or prioritize a request and provide responsive records, the Public Records Officer may inquire about the nature or scope of the request. If the request is for a list of individuals, the Public Records Officer may ask the requestor if her/she intends to use the records for a commercial purpose. The City is not authorized to provide lists of individuals for commercial purposes.

The Public Records Officer may also seek sufficient information to determine if another statute may prohibit disclosure.

- h. **Overbroad requests.** The City may not deny a request for identifiable public records solely because the request is overbroad. However, the City may seek clarification, ask the requestor to prioritize the request so that the most important records are provided first, and/or communicate with the requestor to limit the size and complexity of the request. The City may also provide the responsive records in installments over time.

When a request uses an inexact phrase such as "all records relating to", the Public Records Officer may interpret the request to be for records which directly and fairly address the topic.

When the requestor has found the records he or she is seeking, the requestor should advise the Public Records Officer that the requested records have been provided and the remainder of the request may be cancelled.

- i. **Inquires.** The Act, RCW 42.56 requires Public Records Requests to be for existing, identifiable, public records. Requests asking for explanations or asking questions are not requests for existing, identifiable public records under the Act.

## **Section 6. Processing public records requests**

- a. **Providing "fullest assistance".** These Rules and related policies and procedures identify how the City will provide full access to public records, protect records from damage or disorganization, prevent excessive interference with other essential functions of the agency, provide fullest assistance to requestors and provide the most timely possible action on public records requests.

All assistance necessary to help requestors locate particular responsive records shall be provided by the Public Records Officer, provided that the giving of such assistance does not unreasonably

disrupt the daily operations of the Public Records Center or other duties of any assisting employee(s) in other City departments.

- b. Order for processing requests.** The Public Records Officer will process requests in the order allowing the most requests to be processed in the most efficient manner.
- c. Acknowledging receipt and fulfilling requests.** Within five business days of receipt of the request, the Public Records Officer will do one or more of the following:
  1. Make the record available for inspection or copying;
  2. If copies are requested and payment of a deposit for the copies, if any, is made or terms of payment are agreed upon, send the copies to the requestor;
  3. Acknowledge that the request has been received and provide a reasonable estimate of when records will be available;
  4. If the request is unclear or does not sufficiently identify the requested records, request clarification from the requestor. Such clarification may be requested and provided by telephone; or
  5. Deny the request.

The City may respond to a request to provide access to a public record by providing the requestor with a link to the City's web site containing an electronic copy of that record except that if the requestor notifies the city that he or she cannot access the records through the internet, then the city must provide copies of the record or allow the requestor to view copies using a city computer, if one is available.

- d. Reasonable estimate of time to fully respond.** If not able to respond within the five- business-day period, the Public Records Officer must provide a reasonable estimate of the time it will take to fully respond to the request. Additional time may be needed to clarify the scope of the request, locate and assemble the records, redact confidential information, prepare an/Exemption/Redaction log for exempt or redacted records, notify third party persons or agencies affected by the request and/or consult with the City Attorney about whether the records are exempt from disclosure.

The Public Records Officer should briefly explain the basis for the time estimated to respond. Should an extension of time be necessary to fulfill the request, the Public Records Officer will provide a revised estimate and the basis for the time estimated to respond.

- e. Notification that records are available.** If the requestor has sought to inspect the records, the Public Records Officer will notify him or her that the entire response or an installment is available for inspection and ask the requestor to contact the City to arrange a mutually agreeable time for inspection. If the requestor seeks copies, the Public Records Officer should notify him or her of the projected costs and whether a deposit is required before making the copies.
- f. Consequences of failure to respond.** If the City does not respond in writing within five business days of receipt of the request for disclosure, the requestor should consider contacting the Public Records Officer to determine the reason for failure to respond.
- g. Consequences of failure to clarify a request.** If the requestor does not respond to the City's request for clarification within 30 days of the City's request, the Public Records Officer may

consider the request abandoned, send a letter closing the response to the requestor, and re-file the records.

- h. Consequences of disclosing a record in error.** The City, and its officials or employees are not liable for loss or damage based on release of a public record if the City, official or employee acted in good faith in attempting to comply with the Public Records Act.
- i. Searching for records.** The City must conduct an objectively reasonable search for responsive records. The Public Records Officer will determine where responsive records are likely to be located and involve Records Coordinators in other departments, as needed, to assemble the records.

After the records are located, the Public Records Officer should take reasonable steps to narrow down the number of records assembled to those that are responsive. The City will not “bury” a requestor with non-responsive documents. However, the Public Records Officer is allowed to provide arguably, but not clearly, responsive records to allow the requestor to select the ones he or she wants, particularly if the requestor is unable or unwilling to help narrow the scope of the documents being sought.

- j. Preserving requested records.** If a requested record is scheduled shortly for destruction under the City’s records retention schedule, the record cannot be destroyed until the public disclosure request has been resolved. Once a request has been closed, the Public Records Officer can destroy the record in accordance with the retention schedule.
- k. Records exempt from disclosure.** Some records are exempt from disclosure, in whole or in part (see Section 8).

If the City believes that a record is exempt from disclosure and should be withheld, the Public Records Officer will provide an Exemption /Redaction log. A written statement that identifies the record, states the specific exemption and provides a brief explanation as to how the exemption applies to the record.

If only a portion of the record is determined to be exempt, the Public Records Officer will redact the exempt portions and provide the non-exempt portions subject to an Exemption /Redaction Log. (See Section 6(m) below).

**l. Protecting the rights of others..**

**NOTIFICATION OF AFFECTED PARTIES: INJUNCTIVE ACTION**

Third Party Notice: When a request seeks disclosure of a particular record containing information regarding other persons, the City may, in its sole discretion, notify said persons in writing and inform them of their right to seek an injunction from the Superior Court enjoining the disclosure. In such circumstances, production of the requested record may be postponed for a reasonable period in order to provide the affected parties with a reasonable opportunity to seek injunctive relief to prevent or limit disclosure. The City shall honor any order enjoining disclosure of a particular record issued from a court of competent jurisdiction.

**m. Redactions.**

If the Public Records Officer determines that the record is exempt in part but can be made available after redaction of exempt portions, the request shall be granted; provided, that such exempt portions shall first be redacted subject to an Exemption / Redaction Log. PROVIDED,

that nothing herein shall be construed as requiring the City to disclose portions of a requested document if the entire document is exempt from disclosure.

- n. Inspection of records.** To the extent possible due to other demands, the Public Records Officer shall promptly provide space to inspect public records at the Public Records Center. The requestor must claim or review the assembled records within thirty days of the Public Records Officer's notification that the records are available for inspection or copying. The Public Records Officer will notify the requestor in writing of this requirement and suggest that he or she contact the agency to make arrangements to claim or review the records.

If the requestor or a representative of the requestor fails to claim or review the records within the thirty-day period, or make other arrangements, the Public Records Officer may close the request and re-file the assembled records. If the same requestor makes a subsequent records request for the same or very similar records, the request will be processed as new requests and other public records requests can be processed before the new request in the most efficient manner determined by the clerk.

The Act does not allow a requester to search through the City's files for records which cannot be identified or described to the City.

Members of the public may not remove documents from the viewing area or disassemble or alter any document.

- o. Providing copies of records.** The requestor shall indicate which documents he or she wishes to have copied using a mutually agreed upon non-permanent method of marking the desired records. The City may, in its sole discretion, require City personnel to remain physically present with the requester during the record inspection process. After inspection is complete, the Public Records Officer will arrange for copying. Making a copy of an electronic record is considered copying and not creation of a new record.
- p. Providing records in installments.** When the request is for a large number of records, or requires an extensive or complicated search or review of responsive records, the Public Records Officer will provide for inspection and copying of responsive records in installments if he/she reasonably determines that it would be practical to provide the records in that way. If the requestor fails to inspect the entire set of records or one or more of the installments within 30 days, the Public Records Officer may stop searching for the remaining records and close the request.
- r. Completion of inspection.** When the inspection of the requested records is complete and all requested copies are provided, the Public Records Officer will indicate that the City has completed a diligent search for the requested records and made any located non-exempt records available for inspection.
- s. Closing withdrawn or abandoned requests.** If the requestor withdraws the request, fails to fulfill his or her obligations to inspect the records, or fails to pay the deposit or final payment for the requested copies, the Public Records Officer will close the request and indicate to the requestor that the City has closed the request. The Public Records Officer will document closure of the request and the conditions that led to closure.
- t. Later discovered documents.** If, after the Public Records Officer has informed the requestor that the City has provided all available records, the City becomes aware of additional responsive documents that existed on the date of the request, the Public Records Officer will

promptly inform the requestor of the additional documents and provide them on an expedited basis.

- u. **No duty to create records.** The City is not obligated to create a new record to satisfy a records request; however, the City may, in its discretion, create such a new record to fulfill the request where it may be easier for the City to create a record responsive to the request than to collect and make available voluminous records that contain small pieces of information responsive to the request,
- v. **No duty to supplement responses.** The City is not obligated to hold current records requests open to respond to requests for records that may be created in the future. If a public record is created or comes into the possession of the City after a request is received by the City, it is not responsive to the request and will not be provided. A new request must be made to obtain later-created public records.

### **Section 7. Processing requests for electronic records.**

The Preservation of Electronic Records requirements are outlined in WAC 434-662. An “electronic record” includes those public records which are stored on machine readable file format. If a record is created in an electronic format, the electronic record is the primary record and is subject to provisions of RCW 42.56, the Public Records Act. Electronic records must be retained in electronic format and remain usable, searchable, retrievable and authentic for the length of the designated retention period. Printing and retaining a hard copy is not a substitute for the electronic version. Responses to public record requests for electronic records other than those in common file formats such as pdf or similar formats will be coordinated through the Public Records Officer.

### **Section 8. Exempt and prohibited disclosure of public records.**

The City is not required to permit public inspection and copying of records for which public disclosure of the record is prohibited, restricted or limited by state or federal statute or regulation.

- a. The City of Marysville is prohibited by statute from disclosing lists of individuals for commercial purposes.
- b. The Public Records Act, RCW 42.56, provides that a number of document types and information are prohibited from being disclosed or are exempt from public inspection and copying. A current list of these prohibitions and exemptions will be provided upon request by the Public Records Officer and is available on the Municipal Research and Services Center web site at [www.mrsc.org](http://www.mrsc.org) search for publication titled “Public Records Act for Washington Cities, Counties and Special Purpose Districts” (scroll to Appendix C).
- c. In addition, other statutes may exempt or prohibit disclosure of other documents and information. A current list of these prohibitions and exemptions will be provided upon request by the Public Records Officer. Alternatively, the requestor may review a list of other statutes outside the Public Records Act that may prohibit or exempt disclosure of certain information from the Municipal Research and Services Center web site at [www.mrsc.org](http://www.mrsc.org) search for publication titled “Public Records Act for Washington Cities, Counties and Special Purpose Districts” (scroll to Appendix C)..
- d. The City’s failure to list an exemption shall not affect the effectiveness of the exemption.

### **Section 9. Costs of providing copies of public records**



Per state law, the City is not allowed to charge for locating a public record or for making records available for review or inspection. The City may charge, however, for the actual costs of copying public records, including the staff time spent making the copies. This provision includes responses to public records requests for electronic records.

- a. **Fee schedule.** The charge for standard black-and-white photocopies is fifteen cents per page. The charge for standard scanned copies is fifteen cents per page.

The City Council authorizes the City Clerk to periodically update and post a fee schedule for various other non- standard public records or those in other formats or media. The fee schedule may be found online at [www.marysvillewa.gov](http://www.marysvillewa.gov) on the City Clerk's webpage. A statement of the factors and manner used to determine the specific fees will be provided upon request to the Public Records Officer.

If the City has to pay an outside firm for duplicating records in non-routine formats such as photographs, blueprints or tape recordings, the actual cost will be passed along to the requestor.

- b. **Certified copies.** Where the request is for a certified copy, an additional may be applied to cover the additional expense and time required for certification.
- c. **Faxing and mailing charges.** The City may also charge actual costs of long distance facsimile transmission and/or mailing, including the cost of the shipping container.
- d. **Sales tax.** The City will not charge sales tax on copies of records.
- e. **Use of other copying services.** The City is not required to copy records at its own facilities and may determine to use a commercial copying center. The City will bill the requestor for the amount charged by the vendor.
- f. **Deposit or payment by installments.** Before beginning to copy records, the Public Records Officer or designee may require a deposit of up to ten percent of the estimated costs of copying the records selected by a requestor. The Public Records Officer may also require the payment of the remainder of the copying costs before providing all the records, or the payment of the costs of copying an installment before providing that installment.
- g. **Method of payment.** Payment may be made by cash, check, or money order to the City of Marysville or other City approved payment method.
- h. **Waiver of copying charges.** The Public Records Officer has the discretion to waive copying charges for small requests, or for individuals or government agencies doing business with the City if the Public Records Officer determines that this action is in the best interest of the City.

#### **Section 10. Denials of requests for public records**

- a. **Petition for internal administrative review of denial of access.** Any person who objects to the initial denial or partial denial of a records request may petition in writing (including by e-mail) to the Public Records Officer for a review of that decision. The petition shall include a copy of or reasonably identify the written statement by the Public Records Officer or designee denying the request.

b. **Consideration of petition for review.**

The Public Records Officer shall promptly provide the petition and any other relevant information to (Public Records Officer's supervisor or other City official designated by the City to conduct the review). That person will immediately consider the petition and either affirm or reverse the denial within two business days following the City's receipt of the petition, or within such other time as the City and the requestor mutually agree to; and notify the requestor in writing of the decision. The written decision shall constitute final agency action for the purposes of judicial review.

- c. **Judicial review.** Any person may obtain court review of denials of public records requests pursuant to RCW 42.56.550 after the initial denial regardless of any internal administrative appeal.

**Section 11. Requests for Court Records**

Court records do not fall under the Public Records Act (RCW 42.56).

Court Records are governed by the following WA State Court General Rules:

- a) GR 31 for the access to court records;
- b) GR 31.1 for the access to administrative records; and
- c) Other General Rules in effect or adopted in the future that are applicable to the JIS statewide information and processing.
- d) GR 15 for the destruction, sealing, and redaction of court records;

Please make Court records requests to:

Marysville Municipal Court  
 Attention: Records  
 1015 State Avenue  
 Marysville, WA 98270

Phone # 360-363-8050

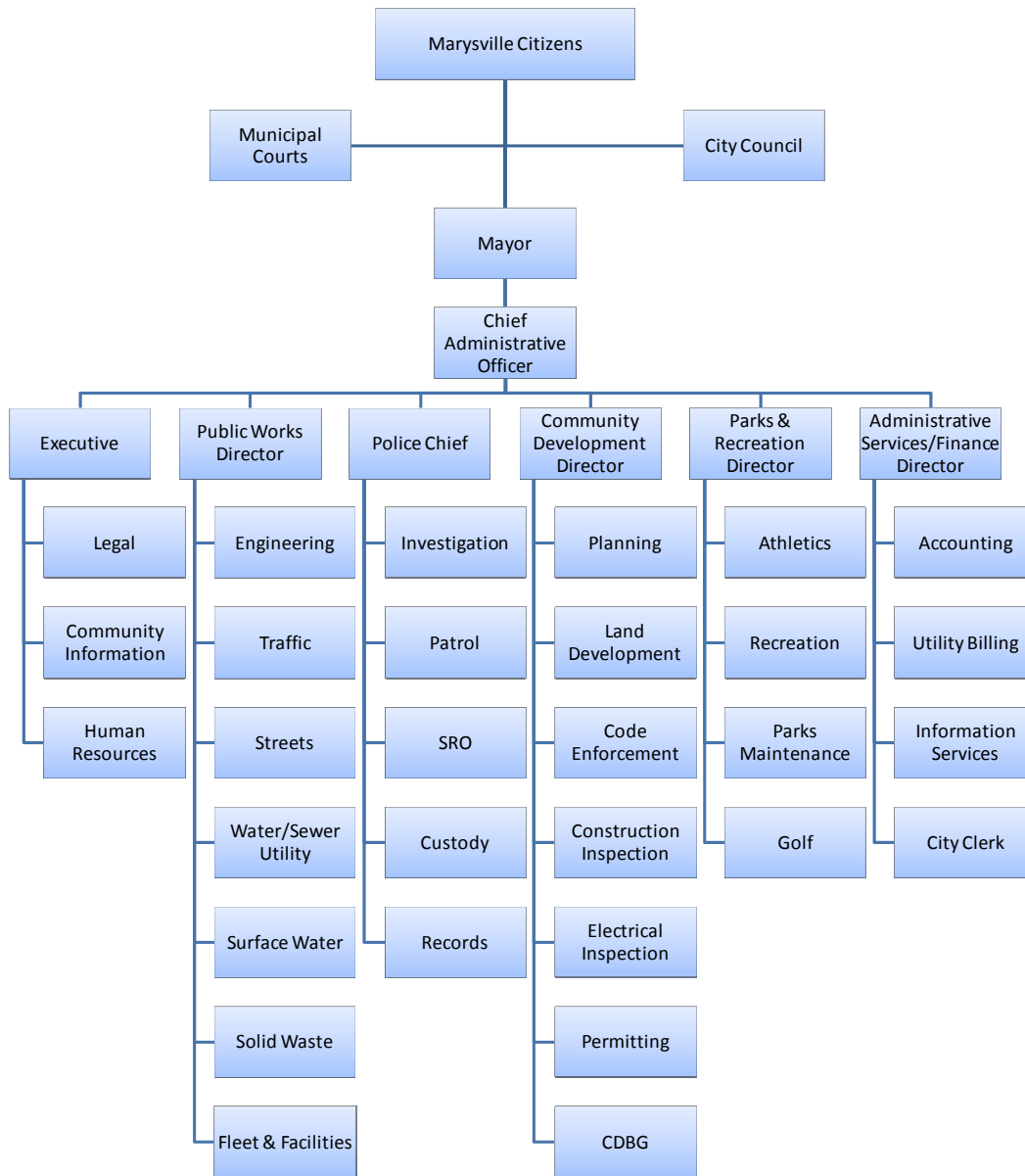
Fax # 360-657-2960

OR

By completing the [Court Records Request Form](#)

You will be notified of the cost of your request. Prepayment may be required.

## Appendix A – City of Marysville Organizational Chart



# *Index #12*

**DRAFT - CITY OF MARYSVILLE**

Marysville, Washington

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

**AN ORDINANCE OF THE CITY OF MARYSVILLE REPEALING CHAPTER 1.16 OF THE MARYSVILLE MUNICIPAL CODE ENTITLED “PUBLIC RECORDS” AND ESTABLISHING AN EFFECTIVE DATE.**

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

Section 1. Repeal of MMC Chapter 1.16.

Marysville Municipal Code (MMC) Chapter 1.16 entitled “Public Records” is hereby repealed in its entirety.

Section 2. Effective Date. This ordinance shall take effect five (5) days after publication of a summary consisting of the title.

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

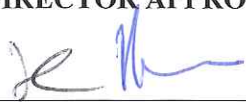
Date of Publication: \_\_\_\_\_  
Effective Date (5 days after publication): \_\_\_\_\_

# *Index #13*

## CITY OF MARYSVILLE AGENDA BILL

## EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 7/28/2014

<b>AGENDA ITEM:</b> State Avenue 116th Street NE to 136th Street NE Corridor Improvements - Condemnation Ordinance for Easement Acquisition from Burlington Northern Santa Fe Railway	
<b>PREPARED BY:</b> Patrick Gruenhagen	<b>DIRECTOR APPROVAL:</b> 
<b>DEPARTMENT:</b> Public Works - Engineering	
<b>ATTACHMENTS:</b> <ul style="list-style-type: none"> <li>• Excerpt from Washington Administrative Code</li> <li>• Ordinance, Easement Legal Description and Exhibit</li> </ul>	
<b>BUDGET CODE:</b> 30500030.563000 R1404	<b>AMOUNT:</b> \$0.00
<b>SUMMARY:</b>	

The City of Marysville will soon enter into negotiations for purchase of an easement from Burlington Northern Santa Fe Railway (BNSF). Located at BNSF's "Arlington spur" crossing of State Avenue, just to the north of 116<sup>th</sup> Street NE, this easement will facilitate eastward widening the at-grade railroad crossing from its existing three lane configuration to five lanes. These improvements will be constructed as part of the (larger) State Avenue 116<sup>th</sup> Street NE to 136<sup>th</sup> Street NE Corridor Improvement Project, scheduled for construction in late 2014.

Fair market value compensation will be offered to BNSF in accordance with valuations established from recently-completed appraisals. If the City and BNSF cannot reach a mutually agreeable settlement, the enclosed ordinance will allow the City to exercise eminent domain for the acquisition of property through condemnation proceedings. Purchase of property under this framework is also of substantial benefit to property owners, as the compensation they receive for the transfer of property to the City will not be subject to real estate excise tax. As the attached WAC 458-61A-206 states:

*"Transfers of real property to a governmental entity under an imminent threat of the exercise of eminent domain, a court judgment or settlement with a government entity based upon a claim of inverse condemnation, or as a result of the actual exercise of eminent domain, are not subject to the real estate excise tax."*

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to approve the Ordinance authorizing the condemnation, appropriation, taking, and damaging of land and other property for construction of the State Avenue 116th Street NE to 136th Street NE Corridor Improvement Project.

## **WAC 458-61A-206**

### **Condemnation proceedings.**

(1) **Introduction.** Transfers of real property to a governmental entity under an imminent threat of the exercise of eminent domain, a court judgment or settlement with a governmental entity based upon a claim of inverse condemnation, or as a result of the actual exercise of eminent domain, are not subject to the real estate excise tax.

(2) **Transfer must be to a governmental entity.** To qualify for this exemption, the threat of condemnation or the exercise of eminent domain must be made by a governmental entity with the actual power to exercise eminent domain.

(3) **Threat to exercise eminent domain must be imminent.** To qualify for this exemption, the governmental entity must have either filed condemnation proceedings against the seller/grantee; or:

(a) The governmental entity must have notified the seller in writing of its intent to exercise its power of eminent domain prior to the sale; and

(b) The governmental entity must have the present ability and authority to use its power of eminent domain against the subject property at the time of sale; and

(c) The governmental entity must have specific statutory authority authorizing its power of eminent domain for property under the conditions presented.

(4) **Inverse condemnation.** Inverse condemnation occurs when the government constructively takes real property even though formal eminent domain proceedings are not actually taken against the subject property. The seller must have a judgment against the governmental entity, or a court approved settlement, based upon inverse condemnation to claim the exemption.

(5) **Examples.** The following examples, while not exhaustive, illustrate some of the circumstances in which a sale to a governmental entity may or may not be exempt on the basis of condemnation or threat of eminent domain. The status of each situation must be determined after a review of all the facts and circumstances.

(a) The Jazz Port school district wants to purchase property for a new school. An election has been held to authorize the use of public funds for the purchase, and the general area for the site has been chosen. In order to proceed, the district will need to obtain a five-acre parcel owned by the Fairwood family. The district has been granted authority to obtain property by the use of eminent domain if required. The district has notified the Fairwoods in writing of its intention to exercise its powers of eminent domain if necessary to obtain the land. The Fairwoods, rather than allowing the matter to proceed to court, agree to sell the parcel to the Jazz Port district. The school district will use the parcel for construction of the new school. The conveyance from the Fairwoods to Jazz Port school district is exempt from real estate excise tax because the transfer was made under the imminent threat of the exercise of eminent domain.

(b) The Sonata City Parks Department has the authority to obtain land for possible future development of parks. The department would like to obtain waterfront property for preservation and future development. They approach Frankie and Chaz Friendly with an offer to purchase the Friendlys' 20-acre waterfront parcel. The Parks Department does not have a current appropriation for actual construction of a park on the site, and the City Council has not specifically authorized an exercise of eminent domain to obtain the subject property. The conveyance from the Friendlys to the city is subject to the real estate excise tax, because the transfer was not made under the imminent threat of the exercise of eminent domain.

[Statutory Authority: RCW 82.45.150, 82.32.300, and 82.01.060. WSR 14-06-060, § 458-61A-206, filed 2/28/14, effective 3/31/14. Statutory Authority: RCW 82.32.300, 82.01.060(2), and 82.45.150. WSR 05-23-093, § 458-61A-206, filed 11/16/05, effective 12/17/05.]



CITY OF MARYSVILLE  
Marysville, Washington

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

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON AUTHORIZING THE CONDEMNATION, APPROPRIATION, TAKING, DAMAGING AND ACQUISITION OF LAND AND OTHER PROPERTY FOR THE PURPOSE OF WIDENING STATE AVENUE FROM THREE LANES TO FIVE LANES AND CONSTRUCTING CURBS, GUTTERS AND SIDEWALKS, FROM APPROXIMATELY 116<sup>th</sup> STREET NE TO APPROXIMATELY 136<sup>th</sup> STREET NE, AND REPEALING ORDINANCE NUMBER 2703

WHEREAS, the City Council of the City of Marysville (hereinafter the "City") finds as follows:

1. Public safety, convenience, use and necessity demand the widening of State Avenue from three lanes to five lanes from approximately 116<sup>th</sup> Street NE to approximately 136<sup>th</sup> Street NE, together with construction of curbs, gutters and sidewalks, to meet the requirements of increased traffic.

2. The City has conducted engineering studies and has determined that it will be necessary to acquire an easement from Burlington Northern Santa Fe Railroad for the street widening as more specifically described in **EXHIBIT "A,"** attached hereto and depicted on **EXHIBIT "B"** and incorporated herein by this reference.

3. The entire cost of the acquisition provided by this ordinance shall be paid by the following funds of the City:

Fund No. 305 (GMA-Street)

or such other general funds of the City as may be provided by law.

4. The City may be unable to agree with the property owner upon the compensation to be paid for the **EXHIBIT "A"** easement.

5. The City has authority pursuant to RCW Chapter 8.12 to acquire, if necessary, title to real property for public purposes. Improvement of State Avenue between 116<sup>th</sup> Street NE and 136<sup>th</sup> Street NE is a public purpose.

6. The proposed improvement is for the widening of an existing at-grade crossing of State Avenue. The railroad line being crossed is a spur with limited usage, typically about one train per day. The easement will not impair the ability of Burlington Northern Santa Fe Railroad to conduct any part of its operations, nor will the acquisition prevent or unreasonably interfere with railroad transportation or pose undue safety hazards.

7. Notice of the planned final action authorizing the condemnation of the property described in **Exhibit A** has been given to the owner of said property and published in the Everett Herald and Marysville Globe in accordance with the provisions of RCW 8.25.290.

8. The City previously passed Ordinance No. 2703 on June 11, 2007, which pertained to acquisition of an easement from BNSF Railway Company required for improvements to State Avenue between 116<sup>th</sup> Street NE and 136<sup>th</sup> Street NE, which ordinance is superseded by this ordinance.

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

1. The City is hereby authorized to condemn, appropriate, take and damage the real property described in **EXHIBIT A** hereto, together with all rights appurtenant thereto, including access where applicable. The City is further authorized to amend the legal description contained in **EXHIBIT A** as may be necessary and appropriate to meet requirements of the project.

2. The use of the property described in **EXHIBIT "A"** is for widening State Avenue from three to five lanes and constructing curbs, gutters and sidewalks, from approximately 116<sup>th</sup> Street NE to approximately 136<sup>th</sup> Street NE, which is a permanent public use and is reasonably necessary for the purposes for which it is sought.

3. All lands, rights, privileges and other property lying within the limits of the land described in **EXHIBIT "A,"** as the legal may be amended, together with all rights appurtenant thereto, including access where applicable, are hereby authorized to be condemned, appropriated, taken and damaged for the purpose of widening of State Avenue from three to five lanes and constructing curbs, gutters and sidewalks, from approximately 116<sup>th</sup> Street NE to approximately 136<sup>th</sup> Street NE. The easement rights authorized to be condemned include the perpetual right, privilege and authority to construct, install and maintain a roadway, curbs, gutters and sidewalks and appurtenances thereto for use of the public, over, under, through, across, in, upon and above the lands described in **EXHIBIT "A,"** together with any and all other rights reasonable and necessary for the purpose of installing, constructing and maintaining a roadway, curbs, gutters, sidewalks and associated appurtenances, and together with the right of ingress and egress for said purposes.

4. All lands, rights, privileges and other properties are to be taken, damaged and appropriated only after just compensation has been made, or paid into the court for the owners thereof in the manner provided by law.

5. The cost of the acquisition provided for by this ordinance shall be paid by the following funds of the City:

Fund No. 305 (GMA-Street)

or such other general funds of the City as may be provided by law.

6. The City's attorneys should be and hereby are authorized and directed to begin and prosecute the actions and proceedings in a manner provided by law to carry out the provisions of this ordinance, and to enter into settlements to mitigate damages.

7. Ordinance No. 2703 is hereby repealed.

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

CITY OF MARYSVILLE

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

ATTEST:

By \_\_\_\_\_  
Deputy City Clerk

Approved as to form:

By \_\_\_\_\_  
GRANT WEED, City Attorney

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

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

**EXHIBIT A  
EASEMENT LEGAL DESCRIPTION**

**PSE**

*Pacific Surveying & Engineering*

1812 Cornwall Avenue  
Bellingham, WA 98225  
Phone 360-671-7387 ^ Fax 360-671-4685  
www.psesurvey.com

**"EXHIBIT A-1"**

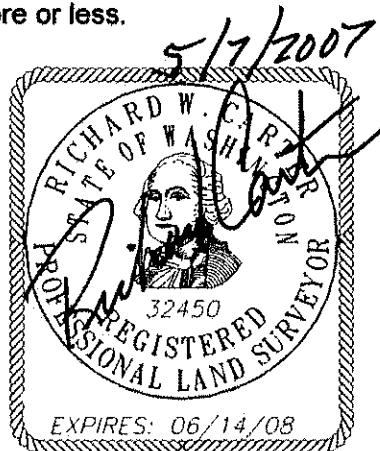
**EASEMENT FROM BURLINGTON NORTHERN SANTA FE RAILROAD  
SITUATED WITHIN THE NW ¼ OF SECTION 9 TOWNSHIP 30 NORTH, RANGE 5 EAST OF  
THE WILLAMETTE MERIDIAN, SNOHOMISH COUNTY, WASHINGTON**

5/7/2007

**SURVEYORS NOTE:**

The center line of State Avenue is based on the Right of Way plans titled State Avenue, 116<sup>th</sup> St NE to 136<sup>th</sup> St NE, dated December 26, 2006.

Commencing at the centerline of State Avenue marked by a brass cap monument at the Right of Way Plan station 237+44.46; thence North 12°31'41" West along said centerline 1550.87 feet to station 252+95.33; thence at right angles North 77°28'19" East 30.00 feet to the easterly margin of said State Avenue and Point of Beginning; thence North 12°31'41" West parallel with said centerline along said easterly margin 542.35 feet to station 258+37.68 being a point of intersection with the westerly margin of the said Burlington Northern Santa Fe Railroad, also being the beginning of a curve concave to the east, from which radius point bears South 89°14'54" East 5779.58 feet; thence along said curve and said westerly margin northerly 55.48 feet through a central angle of 0°33'00" to the end of curve at station 258+91.62, 43.00 feet right of said centerline; thence South 12°31'41" East parallel with said centerline 199.33 feet to station 256+92.29, 43.00' right from said centerline; thence North 89°12'23" East 22.55' to station 256+87.70, 65.08 feet right from said centerline; thence South 01°08'26" East 99.18 feet to station 255+90.47, 45.50 feet right from said centerline; thence parallel with said centerline South 12°31'41" East 119.05 feet to station 254+71.42, 45.50 feet right from said centerline; thence perpendicular to said centerline South 77°28'19" West 2.50 feet to station 254+71.42, 43.00 feet right from said centerline; thence parallel with said centerline South 12°31'41" East 88.00 feet to the intersection with the easterly margin of said Railroad and beginning of a curve concave to the east at station 253+83.42, 43.00 feet right from said centerline from which radius point bears North 86°19'02" East 5679.58 feet; thence along said curve and said easterly margin southerly 89.02 feet through a central angle of 0°53'53" to the end of curve and intersection with said easterly margin of said State Avenue and Point of Beginning. Containing 8,365 Square Feet more or less.



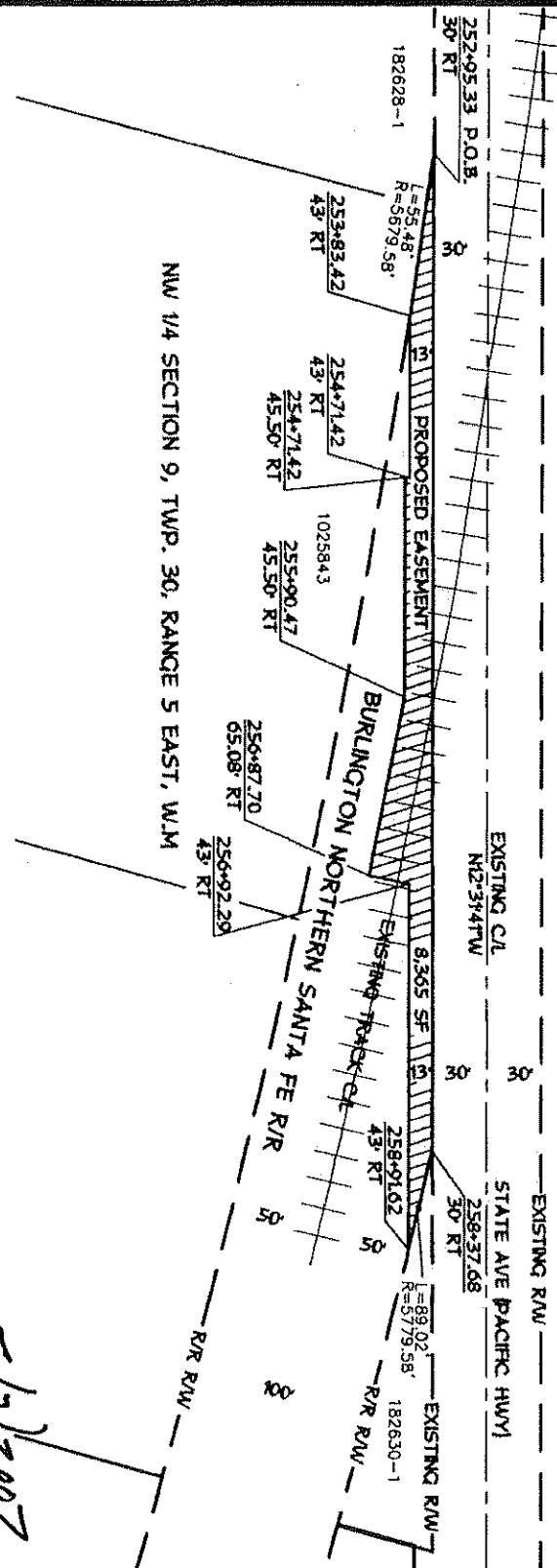
# EXHIBIT B EASEMENT SKETCH

**PACIFIC SURVEY & ENGINEERING INC** BELLINGHAM @ BOTHELL  
22122 20TH AVE, SE, SUITE 159, BOTHELL, WA 98021 PH: 425.205.2035 F: 205.205.2038  
EMAIL: pse@pseurvey.com www.pseurvey.com



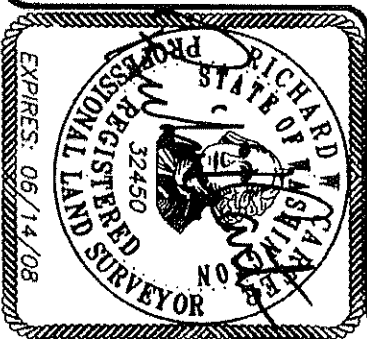
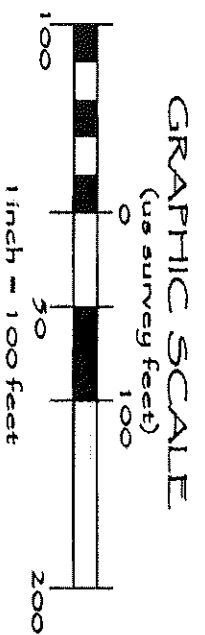
## EXHIBIT A-2: FOR PROPOSED EASEMENT

THE RIGHT OF WAY AND STATIONING OF STATE AVE IS REFERENCED TO THE RIGHT OF WAY PLAN CALLED 'STATE AVENUE, 16TH ST NE TO 136TH ST NE', MARYSVILLE, WASHINGTON, DATED DECEMBER 26, 2006.  
ON FILE WITH THE PUBLIC WORKS DEPT., CITY OF MARYSVILLE, WA.



NW 1/4 SECTION 9, TWP. 30, RANGE 5 EAST, W.M

PREPARED BY RC 5/7/07  
RREASEXHIBIT.DWG  
2004094.02




# *Index #14*

## CITY OF MARYSVILLE AGENDA BILL

## EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 7/28/2014

<b>AGENDA ITEM:</b> State Avenue 116th Street NE to 136th Street NE Corridor Improvements - Condemnation Ordinance	
<b>PREPARED BY:</b> Patrick Gruenhagen	<b>DIRECTOR APPROVAL:</b> 
<b>DEPARTMENT:</b> Public Works - Engineering	
<b>ATTACHMENTS:</b> <ul style="list-style-type: none"> <li>• Excerpt from Washington Administrative Code</li> <li>• Ordinance and Exhibit "A" Legal Descriptions</li> </ul>	
<b>BUDGET CODE:</b> 30500030.563000 R1404	<b>AMOUNT:</b> \$0.00
<b>SUMMARY:</b>	

The City of Marysville and its agents will soon begin the property acquisition phase for the State Avenue 116th Street NE to 136th Street NE Corridor Improvement Project — for the purposes of widening the State Avenue corridor from its existing three lane configuration to five lanes.

Fair market value compensation will be offered to the property owners in accordance with recently-completed appraisals. If the City and the property owners cannot reach a mutually agreeable settlement, the enclosed ordinance will allow the City to exercise eminent domain for the acquisition of property through condemnation proceedings. Purchase of property under this framework is also of substantial benefit to property owners, as the compensation they receive for the transfer of property to the City will not be subject to real estate excise tax. As the attached WAC 458-61A-206 states:

*“Transfers of real property to a governmental entity under an imminent threat of the exercise of eminent domain, a court judgment or settlement with a government entity based upon a claim of inverse condemnation, or as a result of the actual exercise of eminent domain, are not subject to the real estate excise tax.”*

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to approve the Ordinance authorizing the condemnation, appropriation, taking, and damaging of land and other property for construction of the State Avenue 116th Street NE to 136th Street NE Corridor Improvement Project.

## **WAC 458-61A-206**

### **Condemnation proceedings.**

(1) **Introduction.** Transfers of real property to a governmental entity under an imminent threat of the exercise of eminent domain, a court judgment or settlement with a governmental entity based upon a claim of inverse condemnation, or as a result of the actual exercise of eminent domain, are not subject to the real estate excise tax.

(2) **Transfer must be to a governmental entity.** To qualify for this exemption, the threat of condemnation or the exercise of eminent domain must be made by a governmental entity with the actual power to exercise eminent domain.

(3) **Threat to exercise eminent domain must be imminent.** To qualify for this exemption, the governmental entity must have either filed condemnation proceedings against the seller/grantee; or:

(a) The governmental entity must have notified the seller in writing of its intent to exercise its power of eminent domain prior to the sale; and

(b) The governmental entity must have the present ability and authority to use its power of eminent domain against the subject property at the time of sale; and

(c) The governmental entity must have specific statutory authority authorizing its power of eminent domain for property under the conditions presented.

(4) **Inverse condemnation.** Inverse condemnation occurs when the government constructively takes real property even though formal eminent domain proceedings are not actually taken against the subject property. The seller must have a judgment against the governmental entity, or a court approved settlement, based upon inverse condemnation to claim the exemption.

(5) **Examples.** The following examples, while not exhaustive, illustrate some of the circumstances in which a sale to a governmental entity may or may not be exempt on the basis of condemnation or threat of eminent domain. The status of each situation must be determined after a review of all the facts and circumstances.

(a) The Jazz Port school district wants to purchase property for a new school. An election has been held to authorize the use of public funds for the purchase, and the general area for the site has been chosen. In order to proceed, the district will need to obtain a five-acre parcel owned by the Fairwood family. The district has been granted authority to obtain property by the use of eminent domain if required. The district has notified the Fairwoods in writing of its intention to exercise its powers of eminent domain if necessary to obtain the land. The Fairwoods, rather than allowing the matter to proceed to court, agree to sell the parcel to the Jazz Port district. The school district will use the parcel for construction of the new school. The conveyance from the Fairwoods to Jazz Port school district is exempt from real estate excise tax because the transfer was made under the imminent threat of the exercise of eminent domain.

(b) The Sonata City Parks Department has the authority to obtain land for possible future development of parks. The department would like to obtain waterfront property for preservation and future development. They approach Frankie and Chaz Friendly with an offer to purchase the Friendlys' 20-acre waterfront parcel. The Parks Department does not have a current appropriation for actual construction of a park on the site, and the City Council has not specifically authorized an exercise of eminent domain to obtain the subject property. The conveyance from the Friendlys to the city is subject to the real estate excise tax, because the transfer was not made under the imminent threat of the exercise of eminent domain.

[Statutory Authority: RCW 82.45.150, 82.32.300, and 82.01.060. WSR 14-06-060, § 458-61A-206, filed 2/28/14, effective 3/31/14. Statutory Authority: RCW 82.32.300, 82.01.060(2), and 82.45.150. WSR 05-23-093, § 458-61A-206, filed 11/16/05, effective 12/17/05.]



CITY OF MARYSVILLE  
Marysville, Washington

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

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON AUTHORIZING THE CONDEMNATION, APPROPRIATION, TAKING, DAMAGING AND ACQUISITION OF LAND AND OTHER PROPERTY FOR THE PURPOSE OF WIDENING STATE AVENUE FROM THREE LANES TO FIVE LANES AND CONSTRUCTING CURBS, GUTTERS AND SIDEWALKS, FROM APPROXIMATELY 116<sup>th</sup> STREET NE TO APPROXIMATELY 136<sup>th</sup> STREET NE, AND REPEALING ORDINANCE NUMBER 2685

WHEREAS, the City Council of the City of Marysville (hereinafter the "City") finds as follows:

1. Public safety, convenience, use and necessity demand the widening of State Avenue from three lanes to five lanes from approximately 116<sup>th</sup> Street NE to approximately 136<sup>th</sup> Street NE, together with construction of curbs, gutters and sidewalks, to meet the requirements of increased traffic.

2. The City has conducted engineering studies and has determined that it will be necessary to acquire fee interests in property and easements for the street widening as more specifically described in **EXHIBIT "A,"** attached hereto and incorporated herein by this reference.

3. The entire cost of the acquisition provided by this ordinance shall be paid by the following funds of the City:

Fund No. 305 (GMA-Street)

or such other general funds of the City as may be provided by law.

4. The City and some property owners may be unable to agree upon the compensation to be paid for the **EXHIBIT "A"** property and easements.

5. The City has authority pursuant to RCW Chapter 8.12 to acquire, if necessary, title to real property for public purposes. Improvement of State Avenue between 116<sup>th</sup> Street NE and 136<sup>th</sup> Street N.E. is a public purpose.

6. Notice of the planned final action authorizing the condemnation of the property described in **Exhibit A** has been given to the owners of said property and published in the Everett Herald and Marysville Globe in accordance with the provisions of RCW 8.25.290.

7. The City previously passed Ordinance No. 2685 on February 12, 2007, which pertained to improvements to State Avenue between 116<sup>th</sup> Street NE and 136<sup>th</sup> Street NE, which ordinance is superseded by this ordinance.

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

1. The City is hereby authorized to condemn, appropriate, take and damage the real property described in **EXHIBIT A** hereto, together with all rights appurtenant thereto, including access where applicable. The City is further authorized to amend the legal descriptions contained in **EXHIBIT A** as may be necessary and appropriate to meet requirements of the project.

2. The use of the property described in **EXHIBIT "A"** is for widening State Avenue from three to five lanes and constructing curbs, gutters and sidewalks, from approximately 116<sup>th</sup> Street NE to approximately 136<sup>th</sup> Street NE, which is a permanent public use and is reasonably necessary for the purposes for which it is sought.

3. All lands, rights, privileges and other property lying within the limits of the land described in **EXHIBIT "A,"** as the legals may be amended, together with all rights appurtenant thereto, including access where applicable, are hereby authorized to be condemned, appropriated, taken and damaged for the purpose of widening of State Avenue from three to five lanes and constructing curbs, gutters and sidewalks, from approximately 116<sup>th</sup> Street NE to approximately 136<sup>th</sup> Street NE. All lands, rights, privileges and other properties are to be taken, damaged and appropriated only after just compensation has been made, or paid into the court for the owners thereof in the manner provided by law.

4. The cost of the acquisition provided for by this ordinance shall be paid by the following funds of the City:

Fund No. 305 (GMA-Street)

or such other general funds of the City as may be provided by law.

5. The City's attorneys should be and hereby are authorized and directed to begin and prosecute the actions and proceedings in a manner provided by law to carry out the provisions of this ordinance, and to enter into settlements to mitigate damages.

6. Ordinance Nos. 2685 is hereby repealed.

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

CITY OF MARYSVILLE

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

ATTEST:

By \_\_\_\_\_  
Deputy City Clerk

Approved as to form:

By \_\_\_\_\_  
GRANT WEED, City Attorney

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

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

**EXHIBIT A**  
**LEGAL DESCRIPTIONS OF ACQUISITIONS**



Pacific Surveying & Engineering

1812 Cornwall Avenue  
Bellingham, WA 98225  
Phone 360-671-7387 ^ Fax 360-671-4685  
www.psesurvey.com

**“EXHIBIT A”**

**RIGHT OF WAY FROM PARCEL 30050900200200**

THE WEST 13.00 FEET OF THE FOLLOWING DESCRIBED PARCEL:

THAT PORTION OF THE NORTH 4 RODS OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 30 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, LYING EAST OF COUNTY ROAD (SMOKEY POINT BOULEVARD) AND WEST OF THE NORTHERN PACIFIC RAIL ROAD RIGHT OF WAY.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

**SURVEYORS NOTE:**

THE CENTER LINE OF STATE AVENUE IS BASED ON THE RIGHT OF WAY PLANS TITLED STATE AVENUE, 116<sup>TH</sup> ST NE TO 136<sup>TH</sup> ST NE, DATED July 1, 2014.





Pacific Surveying & Engineering

1812 Cornwall Avenue  
 Bellingham, WA 98225  
 Phone 360-671-7387 ^ Fax 360-671-4685  
 www.psesurvey.com

**“EXHIBIT A”**

**RIGHT OF WAY FROM PARCEL 30050400301600**

THE WEST 13.00 FEET OF THE FOLLOWING DESCRIBED PARCEL:

THAT PORTION OF THE SOUTH 8 ACRES OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 30 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, LYING EAST OF COUNTY ROAD AS ESTABLISHED AND LOCATED NOVEMBER 15, 1912;

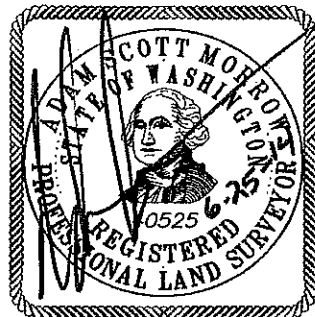
EXCEPT THAT PORTION THEREOF LYING EASTERLY OF THE WESTERLY MARGIN OF THE NORTHERN PACIFIC RAILROAD RIGHT OF WAY;

AND EXCEPT THAT PORTION THEREOF LYING WITHIN COUNTY ROAD (SMOKEY POINT BOULEVARD).

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

**SURVEYORS NOTE:**

THE CENTER LINE OF STATE AVENUE IS BASED ON THE RIGHT OF WAY PLANS TITLED STATE AVENUE, 116<sup>TH</sup> ST NE TO 136<sup>TH</sup> ST NE, DATED July 1, 2014.





Pacific Surveying & Engineering

1812 Cornwall Avenue  
 Bellingham, WA 98225  
 Phone 360-671-7387 ^ Fax 360-671-4685  
 www.psesurvey.com

## “EXHIBIT A”

### RIGHT OF WAY FROM PARCEL 30050400301300

THE WEST 13.00 FEET OF THE FOLLOWING DESCRIBED PARCEL:

THE WEST 190 FEET OF THE NORTH 10 ACRES OF THE SOUTH 18 ACRES OF THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 30 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, LYING EAST OF THE EAST LINE OF HIGHWAY 99 AS CONVEYED TO SNOHOMISH COUNTY BY DEED RECORDED UNDER RECORDING NO. 190433, AS MEASURED ALONG THE NORTH LINE OF SAID NORTH 10 ACRES AND PARALLEL TO THE EAST LINE OF HIGHWAY 99;

EXCEPT ANY PORTION THEREOF LYING WITHIN THE FOLLOWING DESCRIBED TRACT:

BEGINNING AT A POINT WHERE THE NORTH LINE OF THE NORTH 10 ACRES OF THE SOUTH 18 ACRES OF THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 30 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, LYING EAST OF HIGHWAY 99 INTERSECTS THE EAST RIGHT OF WAY LINE OF HIGHWAY 99;

THENCE EAST 380 FEET, MORE OR LESS, TO THE WEST RIGHT OF WAY LINE OF THE NORTHERN PACIFIC RAILWAY;

THENCE SOUTHERLY ALONG SAID WEST RIGHT OF WAY LINE 136 FEET;

THENCE WEST 372 FEET, MORE OR LESS, TO THE EAST RIGHT OF WAY LINE OF HIGHWAY 99 TO A POINT 136 FEET SOUTHERLY FROM THE POINT OF BEGINNING;

THENCE NORTHERLY ALONG SAID EAST RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

#### SURVEYORS NOTE:

THE CENTER LINE OF STATE AVENUE IS BASED ON THE RIGHT OF WAY PLANS TITLED STATE AVENUE, 116<sup>TH</sup> ST NE TO 136<sup>TH</sup> ST NE, DATED July 1, 2014.





Pacific Surveying & Engineering

1812 Cornwall Avenue  
 Bellingham, WA 98225  
 Phone 360-671-7387 ^ Fax 360-671-4685  
 www.psesurvey.com

## “EXHIBIT A”

### RIGHT OF WAY FROM PARCEL 30050400301400

THE WEST 13.00 FEET OF THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT A POINT WHERE THE NORTH LINE OF THE NORTH 10 ACRES OF THE SOUTH 18 ACRES OF THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 30 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, LYING EAST OF HIGHWAY 99 INTERSECTS THE EAST RIGHT OF WAY LINE OF HIGHWAY 99;

THENCE EAST 380 FEET, MORE OR LESS, TO THE WEST RIGHT OF WAY LINE OF THE NORTHERN PACIFIC RAILWAY;

THENCE SOUTHERLY ALONG SAID WEST RIGHT OF WAY LINE 136 FEET;

THENCE WEST 372 FEET, MORE OR LESS, TO THE EAST RIGHT OF WAY LINE OF HIGHWAY 99 TO A POINT 136 FEET SOUTHERLY FROM THE POINT OF BEGINNING;

THENCE NORTHERLY ALONG SAID EAST RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

#### SURVEYORS NOTE:

THE CENTER LINE OF STATE AVENUE IS BASED ON THE RIGHT OF WAY PLANS TITLED STATE AVENUE, 116<sup>TH</sup> ST NE TO 136<sup>TH</sup> ST NE, DATED July 1, 2014.







*Pacific Surveying & Engineering*

1812 Cornwall Avenue  
 Bellingham, WA 98225  
 Phone 360-671-7387 ^ Fax 360-671-4685  
 www.psesurvey.com

**“EXHIBIT A”**

**RIGHT OF WAY FROM PARCEL 30050400301200**

THE WEST 13.00 FEET OF THE FOLLOWING DESCRIBED PARCEL:

PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4,  
 TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF THE  
 SOUTHWEST QUARTER, WHICH IS 349.5 FEET SOUTH OF THE NORTHEAST CORNER THEREOF;

THENCE FROM SAID POINT OF BEGINNING RUN SOUTH ON THE EAST LINE OF SAID  
 SUBDIVISION A DISTANCE OF 419.5 FEET;

THENCE WEST 1,224 FEET, MORE OR LESS, TO THE EAST LINE OF THE COUNTY ROAD  
 (PACIFIC HIGHWAY);

THENCE NORTHERLY ALONG THE EAST LINE OF SAID ROAD 353 FEET, MORE OR LESS, TO A  
 POINT 388.5 FEET SOUTHERLY FROM THE POINT OF INTERSECTION OF THE EAST LINE OF  
 SAID ROAD WITH THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF  
 SAID SECTION;

THENCE EASTERLY IN A STRAIGHT LINE TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THE FOLLOWING:

- A. THAT PORTION OF SAID PREMISES LYING EASTERLY OF THE WESTERLY RIGHT OF  
 WAY LINE OF THE NORTHERN PACIFIC RAILWAY COMPANY;
- B. TRACT CONVEYED TO H. C. STINEKE BY DEED FILED FOR RECORD UNDER SNOHOMISH  
 COUNTY RECORDING NUMBER 433619, PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH HALF OF THE  
 SOUTHWEST QUARTER OF SAID SECTION 4, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M., AND  
 THE EAST BOUNDARY LINE OF THE PACIFIC HIGHWAY;

THENCE SOUTHEASTERLY ALONG THE EAST BOUNDARY LINE OF THE PACIFIC HIGHWAY A  
 DISTANCE OF 388.5 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTHEASTERLY ALONG THE EAST BOUNDARY OF THE PACIFIC  
 HIGHWAY A DISTANCE OF 10 RODS;



Pacific Surveying & Engineering

1812 Cornwall Avenue  
 Bellingham, WA 98225  
 Phone 360-671-7387 ^ Fax 360-671-4685  
 www.psesurvey.com

**(RIGHT OF WAY FROM PARCEL 30050400301200 CONTINUED)**

THENCE EASTERLY AND PARALLEL WITH THE NORTH LINE OF LAND OWNED BY THE GRANTORS TO THE WESTERLY BOUNDARY LINE OF THE NORTHERN PACIFIC RAILROAD RIGHT OF WAY;

THENCE NORTHEASTERLY ALONG THE SAID BOUNDARY LINE OF THE NORTHERN PACIFIC RAILROAD RIGHT OF WAY TO THE NORTH LINE OF LAND OWNED BY THE GRANTORS;

THENCE WESTERLY ALONG THE NORTH LINE OF LAND OWNED BY THE GRANTORS TO THE TRUE POINT OF BEGINNING;

- C. THAT PORTION OF SAID PREMISES LYING SOUTH OF THE TRACT CONVEYED TO H. C. STINEKE BY DEED FILED FOR RECORD UNDER RECORDING NUMBER 433619, PARTICULARLY DESCRIBED IN EXCEPTION B ABOVE AND NORTH OF A LINE THAT IS PARALLEL WITH AND 100 FEET SOUTH OF THE SOUTH LINE OF SAID STINEKE TRACT.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

**SURVEYORS NOTE:**

THE CENTER LINE OF STATE AVENUE IS BASED ON THE RIGHT OF WAY PLANS TITLED STATE AVENUE, 116<sup>TH</sup> ST NE TO 136<sup>TH</sup> ST NE, DATED July 1, 2014.





Pacific Surveying & Engineering

1812 Cornwall Avenue  
 Bellingham, WA 98225  
 Phone 360-671-7387 ^ Fax 360-671-4685  
 www.psesurvey.com

**“EXHIBIT A”**

**RIGHT OF WAY FROM PARCEL 30050400301100**

THE WEST 13.00 FEET OF THE FOLLOWING DESCRIBED PARCEL:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 30 NORTH, RANGE 5 EAST W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 4, WITH THE EAST LINE OF THE PACIFIC HIGHWAY;

THENCE SOUTHEASTERLY ALONG SAID EAST LINE 553.5 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO H. C. STINEKE AND WIFE BY DEED RECORDED UNDER AUDITOR'S FILE NO. 433619, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, AND THE TRUE POINT OF BEGINNING;

THENCE EAST ALONG THE SOUTH BOUNDARY OF THE SAID STINEKE TRACT TO THE WEST LINE OF THE NORTHERN PACIFIC RAILWAY RIGHT OF WAY;

THENCE SOUTHERLY ALONG SAID RIGHT OF WAY TO THE NORTHEAST CORNER OF A TRACT OF LAND CONVEYED TO ARNIE JOHNSON AND WIFE BY DEED RECORDED UNDER AUDITOR'S FILE NO. 843577, RECORDS OF SAID COUNTY;

THENCE WEST ALONG THE NORTH LINE OF SAID JOHNSON TRACT TO THE EAST LINE OF THE PACIFIC HIGHWAY;

THENCE NORTH ALONG SAID EAST LINE TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

**SURVEYORS NOTE:**

THE CENTER LINE OF STATE AVENUE IS BASED ON THE RIGHT OF WAY PLANS TITLED STATE AVENUE, 116<sup>TH</sup> ST NE TO 136<sup>TH</sup> ST NE, DATED July 1, 2014.





Pacific Surveying & Engineering

1812 Cornwall Avenue  
 Bellingham, WA 98225  
 Phone 360-671-7387 ^ Fax 360-671-4685  
 www.psesurvey.com

**“EXHIBIT A”**

**RIGHT OF WAY FROM PARCEL 30050400301000**

THE WEST 13.00 FEET OF THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 30 NORTH, RANGE 5 EAST W.M. AND THE EAST BOUNDARY LINE OF THE PACIFIC HIGHWAY AND RUNNING THENCE SOUTHEASTERLY ALONG THE EAST BOUNDARY LINE OF THE PACIFIC HIGHWAY A DISTANCE OF 388 1/2 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUE SOUTHEASTERLY ALONG THE EAST BOUNDARY LINE OF THE PACIFIC HIGHWAY A DISTANCE OF 10 RODS;

THENCE EASTERLY AND PARALLEL WITH THE SOUTH LINE OF A TRACT OF LAND CONVEYED TO C.L. VINING BY DEED RECORDED IN VOLUME 186 OF DEEDS ON PAGE 356, TO THE WESTERLY BOUNDARY LINE OF THE NORTHERN PACIFIC RAILROAD RIGHT OF WAY;

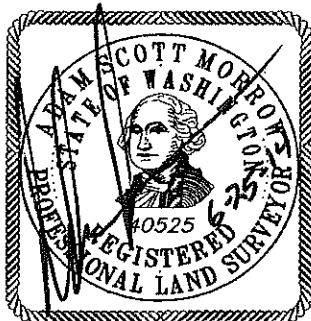
THENCE NORTHEASTERLY ALONG THE SAID BOUNDARY LINE OF THE NORTHERN PACIFIC RAILROAD RIGHT OF WAY TO THE SOUTH LINE OF SAID C.L. VINING TRACT;

THENCE WESTERLY ALONG THE SOUTH LINE OF SAID C.L. VINING TRACT TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

**SURVEYORS NOTE:**

THE CENTER LINE OF STATE AVENUE IS BASED ON THE RIGHT OF WAY PLANS TITLED STATE AVENUE, 116<sup>TH</sup> ST NE TO 136<sup>TH</sup> ST NE, DATED July 1, 2014.





Pacific Surveying & Engineering

1812 Cornwall Avenue  
 Bellingham, WA 98225  
 Phone 360-671-7387 ^ Fax 360-671-4685  
 www.psesurvey.com

**"EXHIBIT A"**

**RIGHT OF WAY FROM PARCEL 30050400300700**

THE WEST 13.00 FEET OF THE FOLLOWING DESCRIBED PARCEL:

THAT PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 4,  
 TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SUBDIVISION;

THENCE WEST FOR 1396 FEET MORE OR LESS TO THE EAST LINE OF THE COUNTY ROAD AS  
 CONVEYED IN VOLUME 151 OF DEEDS ON PAGE 54;

THENCE SOUTHEASTERLY ALONG THE EAST LINE OF SAID COUNTY ROAD FOR 388.5 FEET TO  
 THE SOUTHWEST CORNER OF THE W. C. LEIFER TRACT AS CONVEYED IN DEED RECORDED  
 UNDER AUDITOR'S FILE NUMBER 1000479, AND THE TRUE POINT OF BEGINNING;

THENCE NORTH 13°10'58" WEST ALONG THE EAST LINE OF SAID COUNTY ROAD FOR 91 FEET;

THENCE NORTH 76°49'02" EAST FOR 100 FEET;

THENCE SOUTH 40°59'06" EAST FOR 150 FEET TO THE SOUTH LINE OF SAID LEIFER TRACT;

THENCE NORTH 89°24'10" WEST ALONG SAID SOUTH LINE FOR 175 FEET TO THE POINT OF  
 BEGINNING.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

**SURVEYORS NOTE:**

THE CENTER LINE OF STATE AVENUE IS BASED ON THE RIGHT OF WAY PLANS TITLED STATE  
 AVENUE, 116<sup>TH</sup> ST NE TO 136<sup>TH</sup> ST NE, DATED July 1, 2014.





*Pacific Surveying & Engineering*

1812 Cornwall Avenue  
 Bellingham, WA 98225  
 Phone 360-671-7387 ^ Fax 360-671-4685  
[www.psesurvey.com](http://www.psesurvey.com)

**"EXHIBIT A"**

**RIGHT OF WAY FROM PARCEL 30050400302400**

THE WEST 13.00 FEET OF THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M.; RUNNING THENCE WEST 1396 FEET, MORE OR LESS, TO THE EAST LINE OF THE COUNTY ROAD;

THENCE SOUTHERLY ALONG THE EAST LINE OF COUNTY ROAD 187 1/2 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUE SOUTHERLY ALONG EAST LINE OF COUNTY ROAD 201 FEET;

THENCE EAST 608 FEET, MORE OR LESS, TO THE WEST RIGHT OF WAY OF THE NORTHERN PACIFIC RAILWAY;

THENCE NORTHERLY ALONG WEST LINE OF THE NORTHERN PACIFIC RAILWAY COMPANY RIGHT OF WAY 200 1/2 FEET;

THENCE WEST 713 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4;

THENCE WEST FOR 1396 FEET, MORE OR LESS, TO THE EAST LINE OF THE COUNTY ROAD AS CONVEYED IN VOLUME 151 OF DEEDS ON PAGE 54;

THENCE SOUTHEASTERLY ALONG THE EAST LINE OF SAID COUNTY ROAD FOR 388.5 FEET TO THE SOUTHWEST CORNER OF THE W.C. LEIFER TRACT AS CONVEYED IN DEED RECORDED UNDER AUDITOR'S FILE NUMBER 1000479, AND THE TRUE POINT OF BEGINNING;

THENCE NORTH 13°10'58" WEST ALONG THE EAST LINE OF SAID COUNTY ROAD FOR 91 FEET;

THENCE NORTH 76°49'02" EAST FOR 100 FEET;

THENCE SOUTH 40°59'06" EAST FOR 150 FEET TO THE SOUTH LINE OF SAID LEIFER TRACT;



Pacific Surveying & Engineering

1812 Cornwall Avenue  
Bellingham, WA 98225  
Phone 360-671-7387 ^ Fax 360-671-4685  
www.psesurvey.com

**(RIGHT OF WAY FROM PARCEL 30050400302400 CONTINUED)**

THENCE NORTH 89°24'10" WEST ALONG SAID SOUTH LINE FOR 175 FEET TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

**SURVEYORS NOTE:**

THE CENTER LINE OF STATE AVENUE IS BASED ON THE RIGHT OF WAY PLANS TITLED STATE AVENUE, 116<sup>TH</sup> ST NE TO 136<sup>TH</sup> ST NE, DATED July 1, 2014.





*Pacific Surveying & Engineering*

1812 Cornwall Avenue  
 Bellingham, WA 98225  
 Phone 360-671-7387 ^ Fax 360-671-4685  
 www.psesurvey.com

## “EXHIBIT A”

### RIGHT OF WAY FROM PARCEL 30050400300800

THAT PORTION OF PROPERTY SITUATED IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M. IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

EXISTING PARCEL DESCRIPTION:

THAT PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION;

THENCE WEST 1,396 FEET MORE OR LESS, TO THE EAST LINE OF THE COUNTY ROAD, THE TRUE POINT OF BEGINNING;

THENCE SOUTHERLY ALONG THE EAST LINE OF THE COUNTY ROAD, 187.5 FEET;

THENCE EAST 713 FEET, MORE OR LESS, TO THE WEST RIGHT OF WAY LINE OF THE NORTHERN PACIFIC RAILWAY;

THENCE NORTHERLY ALONG THE WEST LINE OF THE NORTHERN PACIFIC RAILWAY COMPANY RIGHT OF WAY 186.5 FEET;

THENCE WEST 819 FEET, MORE OR LESS TO THE TRUE POINT OF BEGINNING;

EXCEPT THE EAST 530 FEET THEREOF AS MEASURED ALONG THE NORTH LINE OF SAID PREMISES.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

ADDITIONAL RIGHT OF WAY AREA DESCRIPTION:

BEGINNING AT THE NORTHWEST CORNER OF ABOVE DESCRIBED PROPERTY, SAID CORNER LYING 30 FEET EASTERLY WHEN MEASURED AT RIGHT ANGLES TO THE CENTER LINE OF COUNTY ROAD AND BEING THE EASTERLY MARGIN OF SAID COUNTY ROAD; THENCE ALONG THE NORTH LINE OF SAID PARCEL SOUTH 89°23'11" EAST, 47.99 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST, FROM WHICH THE RADIUS POINT BEARS SOUTH 00°36'49" WEST, 27.50 FEET; THENCE ALONG SAID CURVE SOUTHERLY 49.49 FEET, THROUGH A CENTRAL ANGLE OF 103°06'50" TO THE END OF CURVE; THENCE PARALLEL WITH THE EASTERLY MARGIN OF SAID COUNTY ROAD SOUTH 12°30'01" EAST 152.86 FEET TO THE SOUTHERLY LINE OF SAID PARCEL; THENCE ALONG SAID SOUTHERLY LINE NORTH 89°23'11" WEST 13.35 FEET TO SAID EASTERLY MARGIN LYING 30 FEET EASTERLY WHEN MEASURED AT





Pacific Surveying & Engineering

1812 Cornwall Avenue  
Bellingham, WA 98225  
Phone 360-671-7387 ^ Fax 360-671-4685  
www.psesurvey.com

**(RIGHT OF WAY FROM PARCEL 30050400300800 CONTINUED)**

RIGHT ANGLES TO THE CENTER LINE OF COUNTY ROAD; THENCE ALONG SAID EASTERLY MARGIN NORTH 12°30'01" WEST, 187.50 FEET TO THE POINT OF BEGINNING.

**SURVEYORS NOTE:**

THE CENTER LINE OF STATE AVENUE IS BASED ON THE RIGHT OF WAY PLANS TITLED STATE AVENUE, 116<sup>TH</sup> ST NE TO 136<sup>TH</sup> ST NE, DATED July 1, 2014.



# *Index #15*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 7/28/14**

<b>AGENDA ITEM:</b> AN ORDINANCE of the City of Marysville, Washington, relating to contracting indebtedness; amending provisions of Ordinance No. 2957 that authorized the issuance, sale and delivery of not to exceed \$8,254,825 aggregate principal amount of local improvement district bonds; and providing for other matters properly related thereto, all as more particularly set forth herein.	
<b>PREPARED BY:</b> Sandy Langdon, Finance Director	<b>DIRECTOR APPROVAL:</b>
<b>DEPARTMENT:</b> Finance	
<b>ATTACHMENTS:</b> Amending Ordinance	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
<b>SUMMARY:</b>	

The City has been preparing for the issuance of bonds regarding the 156<sup>th</sup> Street Overpass known as LID 71. During the preparation of the issuance discussion with the City’s financing team as to the specific characteristics of the LID and in consideration of current market conditions have concluded certain changes to the original bond ordinance is recommended.

These recommendations, in summary, include amending the Guaranty Fund from no more than 10% of the issue price to a minimum balance equal to 10% of the principal amount of bonds outstanding. The second recommendation would be to add the acknowledgement and establish the process of the existing state law regarding LID’s, RCW 35.54.060, that provides for the levy of a sum sufficient to maintain the minimum balance of the Guaranty Fund.

These amendments would assist with establishing a good foundation for the bond to be brought to market.

<b>RECOMMENDED ACTION:</b> City staff recommends the Council adopt the amendment to Ordinance No. 2957 regarding LID No. 71.
---

## CITY OF MARYSVILLE, WASHINGTON

## ORDINANCE NO. [\_\_\_\_]

AN ORDINANCE of the City of Marysville, Washington, relating to contracting indebtedness; amending provisions of Ordinance No. 2957 that authorized the issuance, sale and delivery of not to exceed \$8,254,825 aggregate principal amount of local improvement district bonds; and providing for other matters properly related thereto, all as more particularly set forth herein.

THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, HEREBY ORDAINS AS FOLLOWS:

Section 1. Findings and Determinations. The City makes the findings and determinations set forth below. Capitalized terms have the meanings given in Ordinance No. 2957, passed on April 14, 2014 (the “Bond Ordinance”).

(a) *Bond Ordinance.* The City authorized the issuance and sale of not to exceed \$8,254,825 aggregate principal amount of local improvement district bonds to provide a portion of the funds necessary to finance public improvements in LID No. 71, make a deposit to the City’s Guaranty Fund, and pay the costs of issuance of the Bonds, all pursuant to the Bond Ordinance.

(b) *Guaranty Fund.* The City’s Guaranty Fund has been established pursuant to Section 3.16.010 of the Marysville Municipal Code for the purpose of guaranteeing the payment of the City’s local improvement district bonds, including the Bonds. The City has covenanted in the Bond Ordinance that, for so long as any of the Bonds remain outstanding, the City shall take such actions as may be necessary, consistent with chapter 35.54 RCW and other applicable state law, to maintain such balance in the Guaranty Fund as the Designated Representative determines, in his or her sole discretion, is reasonable. The Bond Ordinance authorizes the Designated Representative to accept, as a term or condition set forth in the Bond Purchase Agreement, minimum funding levels or other covenants with respect to the Guaranty Fund, consistent with state law, provided that no such requirement may specify a minimum balance in excess of 10% of the principal amount of bonds outstanding against the Guaranty Fund.

(b) *Guaranty Fund Levy.* RCW 35.54.060 provides that for the purpose of maintaining the Guaranty Fund, the City shall, at the time of making its annual budget and tax levy, provide for the levy of a sum sufficient, with other sources of the fund, to pay the warrants issued against the Guaranty Fund during the preceding fiscal year and to establish a balance therein (the “Guaranty Fund Levy”). The statute further provides that the Guaranty Fund Levy in any one year may not exceed the greater of: (1) 12% of the outstanding obligations guaranteed by the Guaranty Fund or (2) the total amount of delinquent assessments and interest accumulated on the delinquent assessments before the levy as of September 1.

(c) *Purpose of Amendment.* In consideration of current market conditions and the specific characteristics of LID No. 71, the City Council has determined that it is in the best interest of property owners within LID No. 71 and the City to amend the Bond Ordinance to

expressly agree to the additional covenant set forth in Section 2 of this amendatory ordinance. Except as expressly amended in this ordinance, the provisions of the Bond Ordinance are ratified and confirmed, and shall remain in full force and effect.

Section 2. Amendments. The Bond Ordinance is amended as follows (added text is double underlined, deleted text is shown using ~~strikethrough~~):

(a) Section 8 (c) of the Bond Ordinance is amended to read as follows:

(c) *Guaranty Fund.* On the Issue Date, proceeds of each Series of the Bonds equal to not more than 10% of the issue price of such Series shall be deposited into the Guaranty Fund such that the balance in the Guaranty Fund equals not less than the balance required to be maintained under this subsection. For so long as any of the Bonds remain outstanding, the City shall take such actions as may be necessary, consistent with chapters 35.45 and 35.54 RCW and other applicable state law, to maintain ~~such a~~ minimum balance in the Guaranty Fund ~~as the Designated Representative determines, in his or her sole discretion, is reasonable~~ equal to 10% of the principal amount of bonds outstanding against the Guaranty Fund, provided for purposes of this calculation, the principal amount of the bonds shall be reduced by the amount then on deposit in the respective bond debt service funds held for payment and redemption of all outstanding obligations guaranteed by the Guaranty Fund. The Designated Representative may accept, as a term or condition set forth in the Bond Purchase Agreement, minimum funding levels or other covenants with respect to the Guaranty Fund, consistent with state law, provided that no such requirement may specify a minimum balance in excess of 10% of the principal amount of bonds outstanding against the Guaranty Fund.

Annually, in connection with the City's annual budget preparation, the Finance Officer shall review the amount on deposit in the Guaranty Fund, the amount of delinquent installment payments (including interest thereon) of local improvement district assessments secured by the Guaranty Fund, and the respective amounts reasonably expected to be recovered from foreclosure proceedings pursuant to chapter 35.50 RCW or other applicable law. Based on that review, the City shall, pursuant to RCW 35.54.060 and subject to applicable statutory and constitutional limitations, provide for the levy of a sum sufficient, with other sources of the Guaranty Fund, to maintain the minimum balance described in the preceding paragraph, and to provide for all payments reasonably expected to be made out of the Guaranty Fund.

Amounts on deposit in the Guaranty Fund shall be invested in any legally permitted investment, and the City shall restrict the yield on such investments as may be required under the Code. Interest and earnings from the Guaranty Fund shall be retained within the Guaranty Fund. The Finance Officer may establish subaccounts within the Guaranty Fund,

from time to time as the Finance Officer deems necessary or desirable for purposes of accounting for the investment of money therein. Money in the Guaranty Fund shall be used solely for the payment of bonds secured by such fund and as otherwise set forth in chapters 35.49 and 35.54 RCW and other applicable law.

Section 3. General Authorization and Ratification of Prior Acts. The Finance Officer and other appropriate officers of the City are severally authorized and directed to take any actions and to execute agreements, certificates and documents as in their judgment may be necessary or desirable to carry out the terms of, and complete the transactions contemplated by, this resolution. Any action taken consistent with the authority and prior to the effective date of this resolution is hereby ratified, approved and confirmed.

*[Remainder of page intentionally left blank.]*

Section 4. Effective Date. This ordinance shall take effect and be in force from and after its passage and five days following its publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, at a regular meeting thereof, this 28<sup>th</sup> day of July, 2014.

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Bond Counsel

## CERTIFICATION

I, the undersigned, City Clerk of the City of Marysville, Washington (the “City”), hereby certify as follows:

1. The attached copy of Ordinance No. \_\_\_\_ (the “Ordinance”) is a full, true and correct copy of an ordinance duly passed at a regular meeting of the City Council of the City held at the regular meeting place thereof on July 28, 2014, as that ordinance appears on the minute book of the City.

2. The Ordinance will be in full force and effect five days after publication in the City’s official newspaper, which publication date is August 2, 2014.

3. A quorum of the members of the City Council was present throughout the meeting and a majority of the members voted in the proper manner for the passage of the Ordinance.

Dated: July 28, 2014.

CITY OF MARYSVILLE, WASHINGTON

---

Deputy City Clerk



# *Index #21*

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

**CITY COUNCIL MEETING DATE: July 28, 2014**

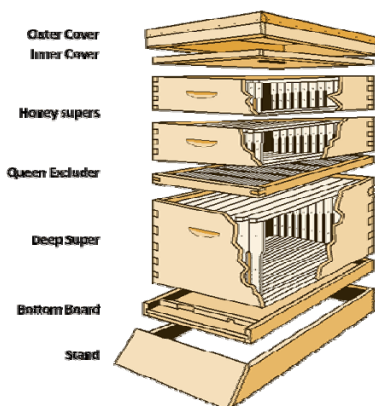
AGENDA ITEM: Bee Keeping	AGENDA SECTION: New Business	
PREPARED BY: Gloria Hirashima, Community Development Director	AGENDA NUMBER:	
ATTACHMENTS: 1. Memo on beekeeping 2. Bee regulation summary	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

At the 7/14/14 meeting, a Marysville resident, Ms. Bussey, requested the Council's action on bee regulations due to concerns about hives on a neighboring property. At this time, Marysville does not have any regulations concerning bees. The Council requested that staff research bee regulations in other jurisdictions in order to brief Council on potential policy options for the City of Marysville.

Staff has researched bee keeping regulations in other communities. A number of cities do have regulations regarding bees. Bee keeping is becoming more popular within urban areas and the city has received calls over the years from people who are establishing hives.

The most common rules are outlined below:

- Maximum of 2 hives on smaller lots. Generally the number of hives allowed increases with lot size;
- 25 foot setback of hives from property lines. Typically setbacks are able to be reduced for hives that are at least 8 feet above the adjacent ground; or the hives are less than 6 feet above the adjacent ground and are behind a solid fence or hedge which is at least 6 feet in height and parallel to any property within 25 feet of the hives and extending at least 20 feet beyond the hive in both directions;
- Colonies must be maintained in a movable frame hive (see example below)\*;



\* With the movable-frame hive, all the combs can be taken out and replaced, or exchanged with other hives at will, without harming the bees. The combs can be emptied of honey with the extractor, and returned to the hive to be refilled saving labor for the bees in making new combs, and honey for the beekeeper. The queen can be found, examined, and, when necessary, can be replaced by one more prolific, or one in some other way more desirable; and artificial colonies can be made by dividing at will. If a colony be weak, it can be strengthened by giving it a frame or two of brood from some other hive or it may be fed by supplying it with combs of honey from wealthy colonies. The movable frame enables the beekeeper to perform any operation he may see fit to do and control the condition of his bees and their increase (Source: beginner-beekeeping.com).

- Hives must be maintained to avoid overpopulation and minimize swarming;
- Hives must be requeened annually or any time following swarming or aggressive behavior with a breeder-raised queen of suitable docile strain; and
- Colonies must be registered with the State Department of Agriculture.

Staff could work with the Planning Commission to identify appropriate hive maximums, setbacks and other requirements for beekeeping.

RECOMMENDED ACTION: Direct staff to draft an ordinance regarding beekeeping.
COUNCIL ACTION:



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

## **MEMORANDUM**

DATE: July 17, 2014  
 TO: City Council  
 FROM: Angela Gemmer, Associate Planner  
 RE: Beekeeping

Backyard beekeeping is a hobby that has been gaining in popularity in recent years. The local and sustainable food movements; the allure of producing one's own honey and wax; and concerns regarding Colony Collapse Disorder may all contribute to the desire to keep bees. Within urban areas, proper management of hives is important to ensure compatibility with surrounding uses. Below is a brief overview of beekeeping; common concerns that neighbors may have regarding beekeeping; practices to prevent conflicts with neighboring uses; a summary of regulations other jurisdictions have; and State requirements.

### **Beekeeping & Honeybees**

Beekeeping (or apiculture, from Latin: apis "bee") is the maintenance of honey bee colonies, commonly in hives, by humans. A colony generally contains one queen bee, a fertile female; seasonally up to a few thousand drone bees, fertile males; and a large seasonally variable population of sterile female, worker bees. (Source: Wikipedia).

Honeybees are bees of the genus *Apis*, primarily distinguished by the production and storage of honey and the construction of perennial, colonial nests from wax. Honey bees represent only a small fraction of the roughly 20,000 known species of bees. Some other types of related bees produce and store honey, but only members of the genus *Apis* are true honey bees (Source: Wikipedia).

### **Common Concerns & Problems with Beekeeping**

Below is a summary of some common concerns and problems with beekeeping.

**Swarming.** Swarming is the natural means of reproduction of honey bee colonies. A new honey bee colony is formed when the queen bee leaves the colony with a large group of worker bees, a process called swarming. In the prime swarm, about 60 percent of the worker bees leave the original hive location with the old queen. This swarm can contain thousands to tens of thousands of bees. Swarming is mainly a spring phenomenon, usually within a two- or three-week period depending on the location, but occasional swarms can happen throughout the producing season. Secondary afterswarms may happen but are rare. Afterswarms are usually smaller and are accompanied by one or more virgin queens. Sometimes a beehive will swarm in succession until it is almost totally depleted of workers. (Source: Wikipedia).

In the process of swarming the original single colony reproduces to two and sometimes more colonies. Entomologists (scientists who study insects) consider a colony as a superorganism. A colony with a queen needs a certain colony size to reproduce. An individual queen, drone or bee without a colony cannot survive for long (Source: Wikipedia).

Honey bee swarms are not highly dangerous under most circumstances. Swarming honey bees feed prior to swarming, reducing their ability to sting. Further, bees away from the vicinity of their nest (offspring and food stores) are less defensive and are unlikely to sting unless provoked (Source: Iowa State University Extension and Outreach, Dealing with Honey Bee Swarms, Donald R. Lewis, <http://www.ipm.iastate.edu/ipm/hortnews/node/9>).

In most situations when a honey bee swarm is found on a tree, shrub or house you do not need to do anything. Swarms are temporary and the bees will move on if you patiently ignore them. People should keep their distance from a swarm. Only if a serious health threat is present because of the location of the swarm, such as in a highly traveled public area, should you need to take any action (Source: Iowa State University Extension and Outreach, Dealing with Honey Bee Swarms, Donald R. Lewis, <http://www.ipm.iastate.edu/ipm/hortnews/node/9>).

Other conditions that can trigger a swarming behavior include: a crowded broodnest; lack of storage space for honey; and an old or poor quality queen (Source: [pugetsoundbees.org](http://pugetsoundbees.org)).

**Bee Stings/Aggressiveness.** Honeybees generally attack only to defend their colony, but will also attack if they are seriously disturbed outside the hive or nest. Common sources of attack stimulus for honeybees include alarm pheromone, vibrations, carbon dioxide, hair, and dark colors (Source: Analysis of Honeybee Aggression, Dylan Voeller and James Nieh, [http://labs.biology.ucsd.edu/nieh/TeachingBee/honeybee\\_aggression.htm](http://labs.biology.ucsd.edu/nieh/TeachingBee/honeybee_aggression.htm)).

**Low Flight Path.** Bees will take the most direct path from their food source to their hive. This can result in disturbing humans or other animals. Bees also defecate in flight which can stain car paint and other surfaces. These problems can be alleviated by installing fencing or tall vegetation near hives to promote the bees gaining altitude more quickly so that they don't fly into people (Source: Farmer's Almanac).

**Inadequate Water Supply.** When there is inadequate nearby fresh water available to bees, they can become nuisance by visiting swimming pools, hose bibs, pet water dishes, bird baths, and other places where people are present.

### **Beekeeping Best Management Practices**

The following is a list of some common best management practices for beekeeping to avoid the common problems identified above.

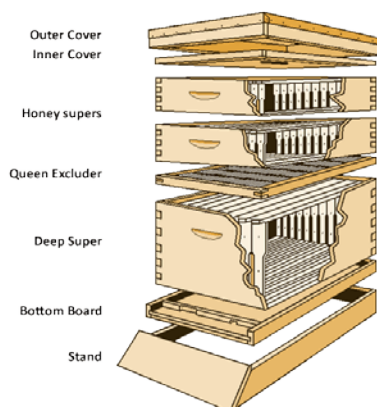
- Maintain strong, healthy, populous colonies
- Remove or securely seal all empty hive equipment.
- Remove or combine all weak colonies.
- Treat or remove all disease and/or pest infested colonies.
- Report disease and/or pest infested colonies to the Department of Agriculture.
- Practice proper management and control techniques to prevent colonies from swarming.
- Maintain all colonies at least 10 feet away from property lines.

- Place all colonies less than 40 feet from property lines behind a barrier no less than 6 feet in height. Barriers should be of sufficient density to establish bee flyways above head height.
- Maintain a water source within 50 feet of colonies or less than one-half the distance to the nearest unnatural water source, whichever is closest for urban and suburban apiaries.
- Remove or relocate an apiary that is within 50 feet of any animal that is tethered, penned, kenneled, or otherwise prevented from escaping a stinging incident.
- Avoid opening or disturbing colonies when neighbors or the general public are participating in outside activities or using machinery within 150 feet of an apiary.
- House colonies in movable frame hives.
- Maintain colonies with honey bee races certified as European honey bees (EHB).
  - Purchase queens, packaged bees, nucleus colonies, or established hives from certified EHB suppliers.
  - Requeen when making divisions and splits of established colonies.
  - Replace queens in all captured or trapped swarms within 30 days.
  - Replace queens in all colonies every two years.
  - Mark or clip queens prior to introduction to splits, swarms, and colonies.
  - Replace all unmarked or unclipped queens within 21 days of discovery.
- Replace queens and destroy all drone brood in colonies exhibiting defensive behavior that may be injurious to the general public or domesticated animals.
- Obtain queens from suppliers located outside of Africanized honey bee (AHB) infested areas and localities adjacent to AHB infested areas (Source for list: [beekeepersguild.org](http://beekeepersguild.org)). These areas appear to be Texas, Arizona, Nevada, New Mexico, Florida, and southern California (Source: Wikipedia).

### Summary of Other Cities' Rules

The codes of 22 cities were reviewed to see what rules are in place pertaining to beekeeping. Fifteen of the 22 cities have rules on beekeeping. These rules are contained in the attached chart. The most common rules are outlined below:

- Maximum of 2 hives on smaller lots. Generally the number of hives allowed increases with lot size;
- 25 foot setback of hives from property lines. Typically setbacks are able to be reduced for hives that are at least 8 feet above the adjacent ground; or the hives are less than 6 feet above the adjacent ground and are behind a solid fence or hedge which is at least 6 feet in height and parallel to any property within 25 feet of the hives and extending at least 20 feet beyond the hive in both directions;
- Colonies must be maintained in a movable frame hive (see example below)\*;



*\* With the movable-frame hive, all the combs can be taken out and replaced, or exchanged with other hives at will, without harming the bees. The combs can be emptied of honey with the extractor, and returned to the hive to be refilled saving labor for the bees in making new combs, and honey for the beekeeper. The queen can be found, examined, and, when necessary, can be replaced by one more prolific, or one in some other way more desirable; and artificial colonies can be made by dividing at will. If a colony be weak, it can be strengthened by giving it a frame or two of brood from some other hive or it may be fed by supplying it with combs of honey from wealthy colonies. The movable frame enables the beekeeper to perform any operation he may see fit to do and control the condition of his bees and their increase (Source: beginner-beekeeping.com).*

- Hives must be maintained to avoid overpopulation and minimize swarming;
- Hives must be requeened annually or any time following swarming or aggressive behavior with a breeder-raised queen of suitable docile strain; and
- Colonies must be registered with the State Department of Agriculture.

### **State Requirement**

Under State law (RCW 15.60.021), each person owning one or more hives with bees, brokers renting hives, and apiarists resident in other states who operate hives in Washington shall register with the Director of the Washington State Department of Agriculture by April 1st each year.

Beekeeping Regulations in Cities within Washington State						
City	Beekeeping Regulations?	Number of Colonies or Hives Allowed	Minimum Lot Size	Hive Setback Requirement	Hive Management and Registration Requirements	What Constitutes a Nuisance?
<b>Arlington</b>	Yes	2 hives on lots under 15,000 sf; 5 hives on lots 15,000 to 35,000 sf; 15 hives on lots over 35,000 sf.	-	10 feet from the property line	Hives must be movable frames. Must register colony with State Department of Agriculture.	-
<b>Auburn</b>	Yes	-	-	-	-	Nests, colonies, hives or apiaries of bees, Africanized honey bees, yellow jacket, hornets or wasps which are not in full compliance with Chapter 15.60 RCW or Chapter 16-602 WAC, or which are not in full compliance with the city's zoning and land use codes or with the city's business licensing and registration codes.
<b>Bainbridge Island</b>	No	-	-	-	-	-
<b>Bellevue</b>	Yes	4 hives on lots under 15,000 sf; 15 hives on lots between 15,001 and 35,000 sf; 25 hives on lots over 35,000 sf. Each hive may only have 1 colony.	7,200 sf	25 feet from a property line, except when situated 8 feet or more above adjacent ground level, or when situated less than 6 feet above adjacent ground level and behind a solid fence or hedge at least 6 feet high parallel to any property line within 25 feet of the hive and extending at least 25 feet level, or when situated beyond the hive in both directions.	Must be maintained in a movable frame hive at all times. Hives must be maintained to avoid overpopulation and minimize swarming. Must requeen annually or any time following swarming or aggressive behavior with a breeder-raised queen of suitable docile strain. Must register colony with State Department of Agriculture.	-
<b>Bellingham</b>	Yes	-	-	50 feet	Shall be kept in a manner in which they are inaccessible to the general public and	-



					so that bee movements to and from the hive do not interfere with the ordinary movements of persons on adjacent properties or the public right-of-way. Must register colony with State Department of Agriculture.	
<b>Bothell</b>	Yes	-	½ acres	-	Colonies must be in movable frame hives.	-
<b>Burlington</b>	No	-	-	-	-	-
<b>Everett</b>	No	-	-	-	-	-
<b>Edmonds</b>	No	-	-	-	-	-
<b>Federal Way</b>	Yes	2 hives for lots less than 20,000 sf; 5 hives for lots between 20,000 and 60,000 sf; and 15 hives for lots over 60,000 sf.	15,000 sf	25 feet; however, may be reduced to 10 feet under the following circumstances: The hives are at least 8 feet above the adjacent ground; or the hives are less than 6 feet above the adjacent ground and are behind a solid fence or hedge which is at least 6 feet in height and parallel to any property within 25 feet of the hives and extending at least 20 feet beyond the hive in both directions.	Colonies must be in movable frames. Hives must be requeened following any swarming or aggressive behavior. Must register colony with State Department of Agriculture.	
<b>Gig Harbor</b>	Yes	-	-	30 feet away from a property line, with the hive(s) entrance(s) facing away from or parallel to the nearest property line.	Adequate space in the hive should be maintained in order to minimize swarming. Adequate handling techniques, such as requeening, should be employed. Must register colony with State Department of Agriculture. A consistent source of water shall be provided as appropriate at the apiary. This requirement is intended to discourage bee visitation at swimming pools, hose bibs, animal watering sources, bird baths, or where people congregate.	Colonies of bees which are aggressive or exhibit objectionable behavior, or which interfere with the normal use of property or the enjoyment of persons, animals or adjacent property; Hives of bees which don't meet code; An abandoned hive(s); All nests, hives, or colonies of Africanized honey bees ( <i>Apis mellifera scutellata</i> ) except those which are

						permitted in RCW 15.60.140.
<b>Issaquah</b>	Yes	2 hives for lots 6,000 to 10,000 sf; 4 hives for lots 10,001 to 20,000 sf; 10 hives for lots 20,001 to 43,560 sf; 20 hives for 1 to 1 ½ acre; 25 hives for lots 1 ½ to 5 acres; 40 hives for lots 5 to 10 acres ; 60 hives for 10+ acres	6,000 sf	25 feet with exceptions Hives may be less than 25 feet from a property line if placed behind a 6 foot high fence, which shall extend at least 25 feet beyond the hive(s) in both directions. The fence shall direct bee flight into the air at least 6 feet before the bees cross the property line. The fence or obstruction may occur on the adjoining property; provided, that bee flight is not directed in the vicinity of recreational decks or entrances to housing or buildings on adjoining properties. In lieu of a fence, the hive(s) may be placed at least 8 feet above adjacent ground level, and comply with the remaining placement requirements. A hive(s) adjacent to public roads shall comply with placement requirements in such a manner as to direct bee flight at least 20 feet into the air over the road surface. In lieu of this requirement, a hive(s) shall be placed at least 100 feet from the road right(s)-of-way, with the entrance(s) parallel	Colonies must be in movable frames and combs unless an educational exhibit. Hives shall be managed for swarm prevention and gentleness; Hives shall be requeened at least bi-annually to prevent swarming. Annual requeening is strongly recommended; and Hives shall be requeened if bee behavior is likely to cause a nuisance; and A consistent source of water shall be provided at the apiary unless it occurs naturally within three hundred (300) yards. The water may be "sweetened" with mineral salt or chlorine to enhance its attractiveness. This requirement is intended to discourage bee visitation at swimming pools, hose bibs, animal watering sources, bird baths or where people congregate; and An apiary(s) shall be identified by placing a sign so it is visible to passersby. An apiary(s) located at the owner's residence is exempt from marking requirements. Must register colony with State Department of Agriculture.	Colonies of bees are defensive or exhibit objectionable behavior, or interfere with the normal use of property, or the enjoyment of persons, animals or property adjacent to an apiary(s); swarming bees; hives which don't meet code; and deceased or abandoned hives.

				thereto.		
<b>Kenmore</b>	Yes	50 hives (per code 1 hive houses 1 colony of bees) for lots 5 acres and under; no limit on lots over 5 acres	No	No	Colonies must be in movable frame hives. Adequate space must be provided to prevent overcrowding and swarming. Colonies must be "requeened" following any swarming or aggressive behavior. Must register colony with State Department of Agriculture.	Bees living in trees, buildings, or any other space except in movable frame hives; abandoned colonies or diseased bees shall constitute a public nuisance.
<b>Kent</b>	Yes	4 hives, each with only 1 swarm on lots under 10,000 sf.	-	25 feet of any property line except when situated 8 feet or more above the grade immediately adjacent to the grade of the lot on which the hives are located or when situated less than 8 feet above the adjacent existing lot grade and behind a solid fence or hedge 6 feet high parallel to any property line within 25 feet of a hive and extending at least 25 feet beyond the hive in both directions.	-	-
<b>Kirkland</b>	Yes	2 hives for lots under 15,000 sf; 5 hives for lots 15,000 to 35,000 sf; 15 hives for lots over 35,000 sf	7,200 sf	25 feet with the following exceptions; however, hives may be closer than 25 feet if: Situated 8 feet or more above adjacent ground level; or Situated less than 6 feet above adjacent ground level and behind a solid fence or hedge 6 feet in height parallel to any property line within 25 feet of the hive and extending at least 20 feet beyond the hive in both directions.	Colonies must be in movable frame hives. Adequate space must be provided to prevent overcrowding and swarming. Colonies must be "requeened" following any swarming or aggressive behavior. Must register colony with State Department of Agriculture.	Bees living in trees, buildings, or any other space except in movable frame hives; abandoned colonies or diseased bees shall constitute a public nuisance.

<b>Lynnwood</b>	No	-	-	-	-	-
<b>Mill Creek</b>	No	-	-	-	-	-
<b>Mount Vernon</b>	No	-	-	-	-	-
<b>Redmond</b>	Yes	2 hives per lot for R-4, R-5, and R-6 zones and 4 hives per lot for R-1, R-2, or R-3.	-	25 feet with the following exceptions: When situated 8 feet or more above adjacent ground level; or when there is a solid fence at least 6 feet high separating the hive from the property line, extending at least 20 feet from the hive along the property line in both directions.	Colonies must be maintained in small movable frame hives. Adequate space must be maintained in the hives to prevent overcrowding and swarming. Colonies shall be requeened with a young hybrid queen annually, or as often as necessary to prevent any swarming or aggressive behavior. Must register colony with State Department of Agriculture.	Bees living in trees, buildings or any other space (except in movable frame hives), abandoned colonies or diseased bees.
<b>Renton</b>	Yes	3 hives per lot with an additional hive for every additional 10,000 square feet of lot size. Only 1 swarm is allowed per hive.	7,500 sf; lot size may be reduced to 4,500 sf if either of the following conditions are met: Hives are kept at least 8 feet above or below the grade of abutting properties ; or hives are kept behind a minimum 6 feet tall hedge or solid fence that runs	25 feet from an interior lot line, with each hive's entrance facing away from the nearest property line.	Hives shall be maintained to avoid overpopulation and minimize swarming, for example by requeening regularly, so as not to become a nuisance. Hives must be in rear or side yards, or on rooftops. Hives shall be marked or identified to notify visitors. A source of fresh water (such as a fountain) must be located within 10 feet of the hive.	


			parallel to any property line within 25 of a hive.			
<b>Seattle</b>	Yes	-	-	-	Colonies must be in movable frame hives. Adequate space shall be maintained in the hive to prevent overcrowding and swarming. Colonies shall be requeened following any swarming or aggressive behavior. Must register colony with State Department of Agriculture.	Bees living in trees, buildings, or any other space except in movable frame hives; abandoned colonies; or diseased bees.
<b>Spokane</b>	Yes	1 colony per 4,350 sf of lot area up to 8 total colonies.	-	25 feet with the following exceptions: The beehives are isolated from public access by a security fence; and the beekeeper establishes and maintains a flyway barrier at least 6 feet in height consisting of a solid wall, solid fencing material, dense vegetation or combination thereof that is parallel to the property line and extends 10 feet beyond the colony in each direction so that all bees are forced to fly at an elevation of at least 6 feet above ground level over the property lines in the vicinity of the colony; or the colony is situated 10 feet or more above the grade of the nearest adjoining property line.	Colonies must be in movable frame hives. Adequate space shall be maintained in the hive to prevent overcrowding and swarming. In any instance in which a colony exhibits aggressive or swarming behavior, the beekeeper must ensure that the colony is re-queened. Aggressive behavior is any instance in which unusual aggressive characteristics such as stinging or attacking without provocation occurs. Must register colony with State Department of Agriculture. The beekeeper shall have completed the requirements for apprenticeship level of the Washington State Beekeeper's Association master beekeeper certification program.	-

# *Index #16*

## CITY OF MARYSVILLE

## EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 28, 2014

AGENDA ITEM: Fireworks Law Review	AGENDA SECTION: Mayor's Business	
PREPARED BY: Gloria Hirashima, Chief Administrative Officer	AGENDA NUMBER:	
ATTACHMENTS: <ol style="list-style-type: none"> <li>1. Area Fireworks Restrictions Summary</li> <li>2. Fire District Incident Report Summary</li> <li>3. Police Department Citation Summary</li> <li>4. Puget Sound Clean Air Agency Email and Report</li> <li>5. Marysville Municipal Code 9.20 Fireworks</li> </ol>	APPROVED BY:	
	MAYOR	CAO 
BUDGET CODE:	AMOUNT:	

City Council requested review of Marysville's fireworks regulations. Information has been compiled for Snohomish County and King County relating to firework restrictions. Information from Fire and Police response has also been included. The Mayor also received an air quality report from Puget Sound Clean Air Agency following the 4<sup>th</sup> of July weekend.

RECOMMENDED ACTION: Staff asks Council to review attachments regarding Fireworks. Staff asks Council to provide requests for additional information if needed.

COUNCIL ACTION:

## Fireworks Laws Summary

<b>Snohomish County Cities</b>	<b>Banned</b>	<b>July 4<sup>th</sup> Only</b>	<b>Multiple Dates</b>
Arlington		9:00 a.m. – midnight	
Bothell		9:00 a.m. – 11:00 p.m.	
Brier		9:00 a.m. – 11:59 p.m.	
Edmonds	Banned		
Everett	Banned		
Gold Bar	Banned		
Granite Falls		9:00 a.m. – midnight	
Index		9:00 a.m. – midnight	
Lake Stevens		9:00 a.m. – midnight	
Lynnwood		9:00 a.m. – 11:00 p.m.	
Marysville		9:00 a.m. – 11:00 p.m.	
Mill Creek	Banned		
Mountlake Terrace	Banned		
Mukilteo	Banned		
Snohomish			July 1 <sup>st</sup> to 4 <sup>th</sup> 9 a.m. – 11:00 p.m.
Stanwood			June 28 <sup>th</sup> to July 5 <sup>th</sup> Noon – 11:00 p.m.
Unincorporated Snohomish County		9:00 a.m. – 11:59 p.m.	
Woodway	Banned		
Woodinville	Banned		
<b>King County Cities*</b>	<b>Banned</b>	<b>July 4<sup>th</sup> Only</b>	<b>Multiple Dates</b>
Kenmore	Banned		
Auburn		9:00 a.m. – midnight	
Bellevue	Banned		
Black Diamond		9:00 a.m. – midnight	
Burien	Banned		
Carnation	Banned		
Clyde Hill	Banned		
Covington		9:00 a.m. – midnight	
Des Moines	Banned		
Duvall		9:00 a.m. – 11:00 p.m.	
Enumclaw		9:00 a.m. – 11:00 p.m.	
Federal Way	Banned		
Hunts Point	Banned		
Issaquah	Banned		
Kent		9:00 a.m. – 11:00 p.m.	
Kirkland	Banned		
Lake Forest Park	Banned		
Maple Valley		9:00 a.m. – 11:00 p.m.	
Medina	Banned		



Mercer Island		9:00 a.m. – 11:00 p.m.	
Newcastle	Banned		
Normandy Park			June 28 <sup>th</sup> Noon – 11:00 p.m. June 29 <sup>th</sup> – July 4 <sup>th</sup> 9 a.m. – 11 p.m.
North Bend		9:00 a.m. – midnight	
Pacific		9:00 a.m. – midnight	
Redmond	Banned		
Renton	Banned		
Sammamish	Banned		
SeaTac	Banned		
Seattle	Banned		
Shoreline	Banned		
Skykomish		9:00 a.m. – 11:00 p.m.	
Snoqualmie		6:00 p.m. – 11:00 p.m.	
Tukwila	Banned		
Woodinville	Banned		
Yarrow Point	Banned		
Unincorporated King County		9 a.m. – midnight	

\*King County Data from County website. Updated in 2013

## 2014 Fireworks Totals Fire District

There were 12 total fireworks incidents reported of which one injury was reported within the City. Of those 12 incidents that were reported two (2) were within the District, one (1) in Quil Ceda Village, and 9 within the City. The injuries have been highlighted and a synopsis of those fireworks incidents:

Fireworks Incidents 06/28/14 – 07/05/14					
Number	Date	Incident Number	Location	Disposition	Jurisdiction
1	06/25/14	5061	5611 108th Street NE	Grass Fire	City
2	07/04/14	5333	5301 64th Street NE	Port-A-Potty	City
3		5337	14502 E. Lake Goodwin	Cancelled	District
4		5340	Grove Street @ Beach Avenue	Grass Fire	City
5		5343	1114 State Avenue	Grass Fire	City
6	07/04/14	5350	6909 61st Place NE	Grass Fire	City
7		5356	14425 54th Drive NE	Eye Injury	City
8		5359	6918 77th Avenue NE	Grass Fire	City
9		5360	58th Drive NE	Tree	City
10		5361	10322 27th Avenue NE	Head Injury	Village
11		5363	16514 38th Avenue NW	Unknown Injury	District
12		5365	5309 101st Place NE	Brush	City

## 2014 Fireworks Totals Police Department

- 2013 – 13 fireworks citations written
- 2014 – 28 fireworks citations written
- 30 warning issued on July 4<sup>th</sup>; one ticket written

## Email Summary from Puget Sound Clean Air

From: Craig Kenworthy [<mailto:CraigK@pscleanair.org>]  
 Sent: Monday, July 07, 2014 8:42 AM  
 To: Jon Nehring  
 Subject: Emailing: NevronChart

Hi Mayor,

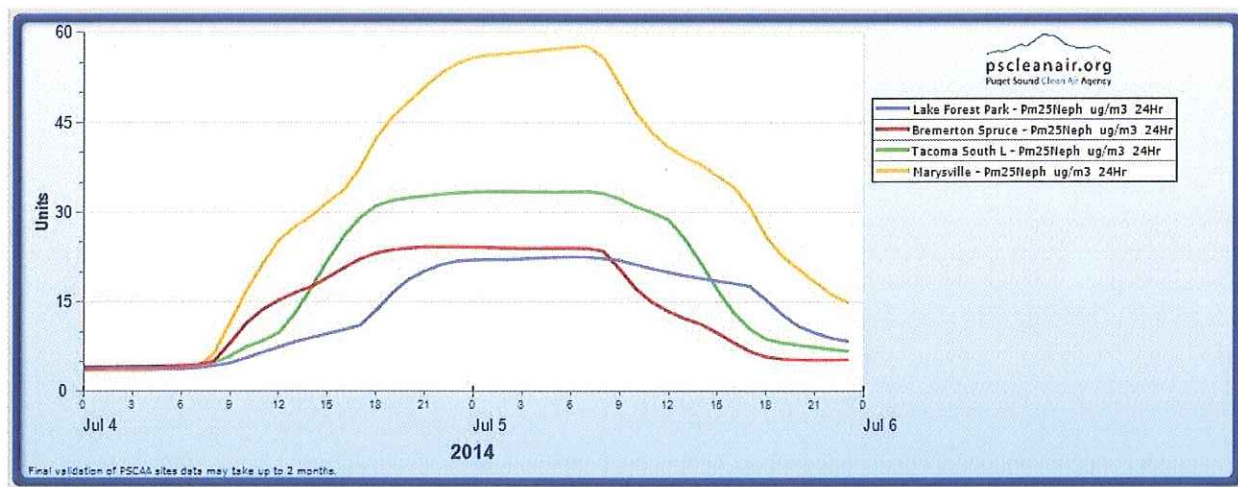
In case the city gets questions about air quality over the 4th of July holiday, I am attaching a graph showing what things looked like. It displays the 24 hour average over the 4th and 5th and how pollution builds up and dissipates. This year, our Marysville monitor had the highest levels of particulate pollution(PM 2.5) compared to other sites where we see spikes on the holiday. The 24 hour average was like a really bad winter day when we have a lot of wood smoke in the air, with the short time frame(1 hour) readings on the 4th and 5th being much higher than those winter days and the lower end hourly readings (say after noon) being lower.

The weather conditions(light winds, no rain) make a major difference in how long it takes for levels to drop and this year those conditions did not help us out. I'll be sharing similar data with other officials.

Please let me know what questions you have.

Best,

Craig K.



## Chapter 9.20 FIREWORKS

### Sections:

- [9.20.010](#) State statutes adopted.
- [9.20.015](#) Additional definitions.
- [9.20.020](#) Date and time limits for sale or discharge of consumer fireworks.
- [9.20.070](#) Permit procedure.
- [9.20.080](#) Action by city council.
- [9.20.090](#) Issuance of – Nontransferable.
- [9.20.110](#) Operation of fireworks stands.
- [9.20.120](#) Temporary fireworks stand specifications.
- [9.20.125](#) Enforcement – Revocation of permit.
- [9.20.130](#) Penalties for violations.

### **9.20.010 State statutes adopted.**

---

The following sections of the State Fireworks Law (Chapter [70.77](#) RCW) are adopted by reference, including any amendments to the same which may hereafter be enacted by the state of Washington:

#### RCW

- [70.77.126](#) Definition of "fireworks."
- [70.77.131](#) Definition of "display fireworks."
- [70.77.136](#) Definition of "consumer fireworks."
- [70.77.138](#) Definition of "articles pyrotechnic."
- [70.77.141](#) Definition of "agricultural and wildlife fireworks."
- [70.77.146](#) Definition of "special effects."
- [70.77.160](#) Definition of "public display of fireworks."
- [70.77.165](#) Definition of "fire nuisance."
- [70.77.180](#) Definition of "permit."
- [70.77.190](#) Definition of "person."
- [70.77.205](#) Definition of "manufacturer."
- [70.77.210](#) Definition of "wholesaler."
- [70.77.215](#) Definition of "retailer."
- [70.77.230](#) Definition of "pyrotechnic operator."
- [70.77.255](#) Acts prohibited without a license.
- [70.77.285](#) Public display permit – Bond.
- [70.77.290](#) Public display permit.
- [70.77.295](#) Public display permit – Amount of bond.
- [70.77.311](#) Exemptions from licensing.
- [70.77.335](#) License authorizes activities of salesmen, employees.
- [70.77.405](#) Authorized sales of toy caps, tricks, novelties.
- [70.77.410](#) Public displays not to be hazardous.
- [70.77.415](#) Supervision of public displays.
- [70.77.420](#) Storage permit required.



- 70.77.425 Approved storage facilities required.
- 70.77.430 Sale of stock after revocation or expiration of license.
- 70.77.450 Examination, inspection of books and premises.
- 70.77.480 Prohibited transfers of fireworks.
- 70.77.485 Unlawful possession of fireworks – Penalties.
- 70.77.488 Unlawful discharge or use of fireworks – Penalty.
- 70.77.510 Sales or transfers of display fireworks – Penalty.
- 70.77.515 Sales or transfers of consumer fireworks – Penalty.
- 70.77.520 Unlawful to permit fire nuisance where fireworks kept – Penalty.
- 70.77.535 Articles pyrotechnic, special fireworks for entertainment media.
- 70.77.545 Violation a separate, continuing offense.
- 70.77.547 Civil enforcement not precluded.
- 70.77.580 Posting by retailers of lists of allowed fireworks.

(Ord. 2737 § 1, 2008; Ord. 2409 § 1, 2002; Ord. 1942 § 1, 1993; Ord. 1778 § 1, 1990; Ord. 1376 § 2, 1984).

#### **9.20.015 Additional definitions.**

The following additional definitions shall apply in this chapter:

“Permittee” means any person issued a fireworks permit in conformance with this chapter. (Ord. 2737 § 1, 2008; Ord. 2409 § 2, 2002).

#### **9.20.020 Date and time limits for sale or discharge of consumer fireworks.**

No fireworks shall be sold or discharged within the city except as follows:

(1) The sale of consumer fireworks shall be allowed from 12:00 noon to 11:00 p.m. on June 28th and from 9:00 a.m. to 11:00 p.m. on June 29th through July 4th.

(2) Consumer fireworks may be discharged July 4th only from 9:00 a.m. to 11:00 p.m. and December 31st from 9:00 a.m. to 2:00 a.m. on January 1st. (Ord. 2737 § 1, 2008; Ord. 2529 § 1, 2004; Ord. 2409 § 3, 2002; Ord. 2031 § 1, 1995; Ord. 1942 § 2, 1993).

#### **9.20.070 Permit procedure.**

Any adult person, firm, partnership, corporation or association may apply for a fireworks permit; provided, that the applicant must hold a current business license issued by the city, and must be, or be sponsored by, a person or entity which has a permanent address within the city limits. The application shall be filed with the business licensing specialist or designee.

The application shall include the following:

(1) Proof that the applicant has been issued a fireworks license or permit by the Chief of the Washington State Patrol acting through the city’s fire marshal;

(2) A description of the proposed location of the fireworks;

(3) Proof that the applicant has an insurance policy with bodily injury liability limits of \$50,000/ \$1,000,000 for each person and occurrence and \$50,000 for property damage liability for each occurrence. The city shall be named as an additional insured on the policy;

(4) An annual license fee of \$100.00;

(5) Subject to MMC [9.20.080](#), such permit shall be issued if the application meets the requirements of Chapter [70.77](#) RCW and all ordinances of the city of Marysville. (Ord. 2890 § 1, 2012; Ord. 2737 § 1, 2008; Ord. 2409 § 4, 2002; Ord. 2031 § 2, 1995; Ord. 1592, 1987; Ord. 1241 § 2, 1982; Ord. 1235 § 3, 1982).

#### **9.20.080 Action by city council.**

---

Upon seven days' advance written notice to the applicant, the city council shall hold a public meeting on the issuance of a fireworks permit. The city council shall have power, in its discretion, to grant or deny the application, subject to reasonable conditions, if any, as it shall prescribe. The decision of the city council with respect to an application shall be final. (Ord. 2890 § 2, 2012; Ord. 2737 § 1, 2008; Ord. 1241 § 3, 1982; Ord. 1235 § 4, 1982).

#### **9.20.090 Issuance of – Nontransferable.**

---

Upon approval by the city council of a fireworks permit, the city clerk shall issue the same to the applicant, who thereafter shall be the permittee. The permit shall be for a term of one year. No permit shall be transferable without express approval by the city council. (Ord. 2737 § 1, 2008; Ord. 2409 § 5, 2002; Ord. 1235 § 5, 1982).

#### **9.20.110 Operation of fireworks stands.**

---

The party holding the fireworks permit shall operate the fireworks stand exclusively by and through its employees, members or designees. At least one adult person (age 18 or over) shall be present at all times a fireworks stand is open to the public. No person under 16 years of age shall be allowed to sell fireworks or remain within a fireworks stand when it is open to the public. (Ord. 2737 § 1, 2008; Ord. 1778 § 2, 1990; Ord. 1241 § 4, 1982; Ord. 1235 § 6, 1982; Ord. 479 § 11, 1962).

#### **9.20.120 Temporary fireworks stand specifications.**

---

All retail sales of consumer fireworks shall be permitted only from a retailer at a retail fireworks stand or outlet that is temporary, and the sale from any other building or structure is prohibited.

A retail fireworks stand shall be subject to the following provisions, unless preempted by state-wide standards, in which event the state-wide standards shall apply:

(1) No retail fireworks stand shall be located within 25 feet of any other building, nor within 50 feet of any gasoline station.

(2) Retail fireworks stands shall be temporary and need not comply with the provisions of the building code of the city; provided, however, that all stands shall be erected under the supervision of the fire chief, as defined elsewhere in this code, who shall require that the stand be constructed in a manner which shall ensure the safety of attendants and patrons, shall be wired according to state or national electrical code, and shall satisfy any state-wide standards issued by the State Director of Fire

Protection. At least two approved fire extinguishers with 2.5 gallons apiece, or equivalent, shall be maintained at each stand at all times.

(3) Each stand must have two exits.

(4) No retail fireworks stand shall be located closer than 600 feet to another fireworks stand.

(5) All weeds and combustible material shall be cleared from the location of the stand, including a distance of at least 20 feet surrounding the stand.

(6) "No Smoking" signs shall be prominently displayed on the fireworks stand.

(7) Each retail fireworks stand shall be operated by adults only. No fireworks shall be left unattended in a stand.

(8) All unsold stock and accompanying litter shall be removed from the location by 12:00 noon on the sixth day of July of each year.

(9) The retail fireworks stand shall be disassembled and removed from the location by 12:00 noon on the sixth day of July of each year. (Ord. 2737 § 1, 2008; Ord. 2409 § 6, 2002; Ord. 1778 § 3, 1990; Ord. 479 § 12, 1962).

#### **9.20.125 Enforcement – Revocation of permit.**

The city fire marshal shall be authorized to enter and inspect all fireworks stands to assure compliance with the provisions of this chapter and to protect the public health, safety and welfare. The fire marshal is authorized to temporarily revoke any permit, for cause. Any party aggrieved by such revocation shall have the right to appeal the same to the city council within 10 days thereafter. The decision of the city council shall be final. (Ord. 2737 § 1, 2008; Ord. 1235 § 7, 1982).

#### **9.20.130 Penalties for violations.**

(1) Any person violating this chapter shall be guilty of a misdemeanor, and upon conviction thereof shall be punished by a fine not exceeding \$1,000, or by imprisonment in the jail for a period not exceeding 90 days, or by both such fine and imprisonment. Further, the license shall be revoked.

(2) Any person violating portions of this chapter specifically designated by this chapter or by RCW as gross misdemeanor or misdemeanor, upon conviction shall be guilty and punished for gross misdemeanor by a fine not to exceed \$5,000 or by imprisonment in jail for a period not to exceed 365 days or by both such fine and imprisonment; for misdemeanor by a fine not to exceed \$1,000 or by imprisonment in jail for a period not to exceed 90 days or by both such fine and imprisonment.

(3) Civil Infraction.

(a) Violations involving possession or discharge of small quantities of fireworks, unless specifically designated in this chapter or RCW as gross misdemeanor or misdemeanor, is a civil infraction, and may be cited as a "civil infraction."

(i) Upon finding that a violation has been committed the person committing the act shall be assessed an amount not to exceed \$500.00 plus applicable statutory assessments.



(ii) Such penalty is in addition to any other remedies or penalties specifically provided by law; nothing in this section precludes the charging of a misdemeanor or gross misdemeanor crime as defined under this chapter or RCW.

(iii) Three or more of said "civil infractions" within any consecutive two-year period of time shall be cited as a misdemeanor as set forth in subsection (1) of this section.

(b) "Civil infraction" has the meaning given that term by Chapter [7.80](#) RCW, the Infraction Rules for Courts of Limited Jurisdiction ("IRLJ") and any local rule adopted by the Marysville municipal court. (Ord. 2737 § 1, 2008; Ord. 479 § 13, 1962).

---

**The Marysville Municipal Code is current through Ordinance 2963, passed May 27, 2014.**

Disclaimer: The City Clerk's Office has the official version of the Marysville Municipal Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

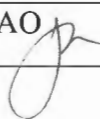
---

# *Index #17*

## CITY OF MARYSVILLE

### EXECUTIVE SUMMARY FOR ACTION

**CITY COUNCIL MEETING DATE: July 28, 2014**

AGENDA ITEM: Planning Commission Recommendation	AGENDA SECTION: Mayor's Business	
PREPARED BY: Gloria Hirashima, Community Development Director	AGENDA NUMBER:	
ATTACHMENTS:	APPROVED BY:	
	MAYOR	CAO 
BUDGET CODE:	AMOUNT:	

Chapter 22G.050.020 identifies the appointment and terms for the Planning Commission:

22G.050.020 Appointment of members – Term of office.

The planning commission shall consist of seven members who shall be appointed by the mayor subject to confirmation by the city council. Members shall be appointed without regard to their political affiliation, and shall serve without compensation except as hereinafter provided. At least a majority of all commission members, at any time, shall be residents of the city. All members of the planning commission shall reside within the city's urban growth area. The term of office of each member shall be six years; said terms shall be staggered so that no more than two positions become vacant in any year. A commissioner may be removed from office by the mayor for inefficiency, negligence of duty or misconduct in office. (Ord. 2852 § 10 (Exh. A), 2011).

Kay Smith and Roger Hoen currently serve on the Planning Commission. Both are residents of the city of Marysville. Their terms will expire on August 2, 2014. The Mayor is seeking confirmation of a reappointment for both members.

RECOMMENDED ACTION: Approve Mayor's reappointment of Kay Smith and Roger Hoen to the Planning Commission.
---

COUNCIL ACTION:
-----------------

# *Index #18*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: July 28, 2014**

AGENDA ITEM: Hotel Motel Committee Recommendation	AGENDA SECTION: Mayor's Business	
PREPARED BY: Leah Ingram, Executive Assistant/Analyst	AGENDA NUMBER:	
ATTACHMENTS:	APPROVED BY:	
	MAYOR	CAO <i>gh</i>
BUDGET CODE:	AMOUNT:	

The Hotel/Motel Committee is required to be appointed annually by Council:

Councilmember Kamille Norton has already been appointed to serve as committee chairperson representing the city.

The following members require Council reappointment:

Jennifer Caveny; Holiday Inn Express  
 Carol Kapua; Maryfest, Inc.  
 Mary Kirkland; Downtown Merchants Association  
 Mr. Charles Lee; Village Motor Inn

RECOMMENDED ACTION: Approve Mayor's recommendations for 2014-2015 Hotel/Motel Committee
--

COUNCIL ACTION:
-----------------

# *Index #19*

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

**CITY COUNCIL MEETING DATE: July 28, 2014**

<b>AGENDA ITEM:</b> Appointment to the Library Board	<b>AGENDA SECTION:</b> Mayor's Business	
<b>PREPARED BY:</b> April O'Brien, Deputy City Clerk	<b>AGENDA NUMBER:</b>	
<b>ATTACHMENTS:</b> Appointment Form	<b>APPROVED BY:</b>	
	MAYOR	CAO
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>	

Summary:

Mayor Nehring is requesting the appointment of Cheryl Deckard to the Library Board, serving until January 1, 2017.

**RECOMMENDED ACTION:**

Mayor Nehring recommends the City Council confirm the appointment of Cheryl Deckard to the Library Board.

**COUNCIL ACTION:**

**Office of the Mayor**  
**Jon Nehring**  
1049 State Avenue  
Marysville, WA 98020  
Phone: 360-363-8000  
Fax: 360-651-5033  
marysvillewa.gov

**APPOINTMENT**

I, Jon Nehring, duly elected and acting Mayor of the City of Marysville, do hereby appoint Cheryl Deckard as a member of the LIBRARY BOARD of the City of Marysville, pursuant to the provisions of the Marysville Municipal Code 2.08.010; dated this 28<sup>th</sup> day of July, 2014.

---

M A Y O R

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

Dated this 28<sup>th</sup> day of July, 2014

---

C H E R Y L D E C K A R D

This term of appointment expires the 1<sup>st</sup> day of January, 2017.



# *Index #20*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: July 28, 2014**

<b>AGENDA ITEM:</b> Appointment to the Salary Commission	<b>AGENDA SECTION:</b>  Mayor's Business	
<b>PREPARED BY:</b> April O'Brien, Deputy City Clerk	<b>AGENDA NUMBER:</b>	
<b>ATTACHMENTS:</b> Appointment Form	<b>APPROVED BY:</b>	
	MAYOR	CAO
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>	

Summary:

Mayor Nehring is requesting the appointment of Steve Edin to the Salary Commission, serving until June 23, 2017.

<b>RECOMMENDED ACTION:</b> Mayor Nehring recommends the City Council confirm the appointment of Steve Edin to the Salary Commission.
<b>COUNCIL ACTION:</b>

**Office of the Mayor**  
**Jon Nehring**  
1049 State Avenue  
Marysville, WA 98020  
Phone: 360-363-8000  
Fax: 360-651-5033  
marysvillewa.gov

**APPOINTMENT**

I, Jon Nehring, duly elected and acting Mayor of the City of Marysville, do hereby appoint Steve Edin as a member of the SALARY COMMISSION of the City of Marysville, pursuant to the provisions of the Marysville Municipal Code 2.51; dated this 28<sup>th</sup> day of July, 2014.

---

M A Y O R

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

Dated this 28<sup>th</sup> day of July, 2014

---

STEVE EDIN

This term of appointment expires the 23<sup>rd</sup> day of June, 2017.