

March 3, 2008

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

City Hall

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Committee Reports

Presentations

- A. Employee of the Month Award

Audience Participation

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

- 1. Approval of February 25, 2008 City Council Meeting Minutes.

Consent

- 2. Approval of February 27, 2008 Claims in the Amount of \$163,046.81; Paid by Check No.'s 45449 through 45551 with Check No. 45217 Voided.

Review Bids

Public Hearings

New Business

- 3. Interlocal Agreement between Chelan County, Washington and the City of Marysville, Washington, for the Housing of Inmates in the Chelan County Regional Justice Center.
- 4. The Glen at Whiskey Ridge-Final Plat Mylar.

Legal

Mayor's Business

Staff Business

Call on Councilmembers

Adjourn

Marysville City Council Meeting
7:00 p.m.

March 3, 2008

City Hall

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 Kristie Guy, Human Resources Manager, at (360) 363-8000 or 1-800-833-6384 (Voice Relay), 17-800-833-6388 (TDD Relay) two days prior to the meeting date if any special accommodations are needed for this meeting.

Call to Order/Pledge of Allegiance/Roll Call	7:00 p.m.
Approval of Minutes	
Approve February 11, 2008 City Council Meeting Minutes.	Approved
Approve February 19, 2008 Work Session Minutes.	Approved
Presentations	
Consent Agenda	Approved
Approval of February 13, 2008 Claims in the Amount \$1,224,214.39; Paid by Check No.'s 45139 through 45319 with no Check No.'s Voided.	Approved
Approval of February 20, 2008 Claims in the Amount of \$853,711.82; Paid by Check No.'s 45320 through 45448 with no Check No.'s Voided.	Approved
Approval of February 20, 2008 Payroll in the Amount of \$660,072.58; Paid by Check No.'s 19193 through 19251.	Approved
Authorize Mayor to Sign the Supplemental Professional Services Agreement #1 with Systems Interface, Inc. for Telemetry Upgrade.	Approved
Authorize Mayor to Sign the Interlocal Agreement with the City of Everett to Update the Everett Area Freight Mobility and Access Study.	Approved
Authorize Mayor to Sign the Lakewood Triangle Access Project R0604 Funding Source Authorization.	Approved
Authorize Mayor to Sign the Snohomish County Volunteer Search and Rescue Training Facility Use Agreement.	Approved
Authorize Mayor to Sign the Interlocal Agreement with the City of Edmonds Establishing Cooperative Financial Support for Local JTTF Detective.	Approved
Review Bids	
Public Hearings	
Current Business	
New Business	
A Resolution of the City of Marysville Accepting a Contribution for the Marysville Noon Rotary Club for the 2008 Community Easter Egg Hunt Event.	Approved Res. No. 2232
A Resolution of the City of Marysville Accepting a Contribution for the Installation of a New Video Surveillance System in Jennings Memorial Park.	Approved Res. No. 2233
A Resolution of the City of Marysville Accepting a Contribution for the Father Daughter Dance Program Event.	Approved Res. No. 2234
A Resolution of the City of Marysville Accepting a Contribution to Assist in Purchasing Furnishings for the Ken Baxter Senior Community Center	Approved Res. No. 2235
A Resolution of the City of Marysville Announcing the Retirement of K-9 Police Dog Shadow and Therefore Declaring the K-9 Police Dog Shadow to be Surplus and Authorizing the Sale of the K-9 Police Dog Shadow.	Approved Res. No. 2231
A Resolution of the City of Marysville Declaring a TEC MA-1650 Cash Register Machine to be Surplus and Authorizing the Sale or Disposal Thereof.	Approved Res. No. 2236
An Ordinance of the City of Marysville Amending Ordinance 2733 Relating to Section 2.50.060 of the Marysville Municipal Code.	Approved Ord. No. 2735

Agreement to Sell Retired K-9 Officer Shadow to John Hendrickson.	Approved
Approve Addition of Human Resources Specialist I Position.	Approved
Legal	
Mayor's Business	
Confirm the reappointment of Dorothy Stanton to the Marysville Cable Television Advisory Committee serving until July 1, 2010.	Approved
Confirm the reappointment of Dick Walsh to the Marysville Cable Television Advisory Committee serving until February 12, 2011.	Approved
Confirm the reappointment of Dean Kinzel to the Marysville Cable Television Advisory Committee serving until February 12, 2011.	Approved
Approve combining the work session and the meeting on March 3 and canceling the meeting scheduled for March 11.	Approved
Staff Business	
Call on Councilmembers	
Information Items	
Adjournment	9:04 p.m.
Executive Session	9:10 p.m.
Pending Litigation – update on one item	
Adjournment	

COUNCIL



MINUTES

Regular Meeting

February 25, 2008

Call to Order / Invocation / Pledge of Allegiance

Mayor Dennis Kendall called the February 25, 2008 meeting of the Marysville City Council to order at 7:00 p.m. at Marysville City Hall. The invocation was given by Pastor Steve Schertzinger from New Hope Community Church. Mayor Kendall led those present in the Pledge of Allegiance.

Roll Call

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

Mayor: Dennis Kendall

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

Absent: None

Also Present: Chief Administrative Officer Mary Swenson, Finance Director Sandy Langdon, Police Chief Rick Smith, Commander Robb Lamoureux, Commander Ralph Krusey, Community Development Director Gloria Hirashima, Public Works Director Paul Roberts, Parks and Recreation Director Jim Ballew, Community Information Officer Doug Buell, City Attorney Grant Weed, Public Works Operations Manager Terry Hawley, Custody Sgt. James Strickland, Utilities Maintenance Worker II John Buell, Parks and Recreation Mike Robinson, Officer John Hendrickson, K-9 Officer Shadow, City Clerk Tracy Jeffries, and Recording Secretary Laurie Hugdahl

Presentations

C. Retirement of K-9 Officer Shadow.

Commander Krusey reviewed the history of the K-9 unit in Marysville and presented plaques to Officer John Hendrickson and Shadow for their dedicated service and effort in establishing the successful K-9 program. Chief Smith commended Shadow and Office Hendrickson for the work they have done and presented them with a Certificate of Appreciation for outstanding service, dedication and professionalism as K-9 officers for the Marysville Police Department 2001-2007.

Motion made by Councilmember Rasmussen, seconded by Councilmember Nehring, to approve **Resolution 2231** announcing the retirement of K-9 Police Dog Shadow and therefore declaring him to be surplus and authorizing his sale. **Motion** passed unanimously (7-0).

Motion made by Councilmember Seibert, seconded by Councilmember Nehring, to authorize the Mayor to sign the agreement transferring ownership of K-9 Shadow to Officer John Hendrickson. **Motion** passed unanimously (7-0).

A. Employee of the Month Award.

Parks and Recreation Maintenance Manager **Mike Robinson** was presented the Employee of the Month Award for January 2008.

B. Employee Service Award.

The following employees received service awards:

- Jim Strickland, Custody Sgt. – 5 years
- John Buell, Maintenance Worker II – Utility Maintenance – 20 years
- Sherry Buell, Accounting Technician – 5 years (not in attendance)
- Shane Freeman, Wastewater Treatment Plant Operator – 15 years (not in attendance)

D. Strawberry Festival Pageant Contestants Presentation.

Bobbi Young, Vice President, Co-Chairman Strawberry Festival Pageant, discussed the pageant and introduced the five contestants: Michelle Giesler, Lila Hart, Ché Renouard, Michael Running, Danielle Wilcoxson. Each of the contestants gave a speech explaining their qualifications and why they would like to be chosen.

Audience Participation

Gloria Hirashima explained that the public comments tonight about Rock Creek appear to be in regard to the 2008 Comprehensive Plan Amendments. She discussed the application process. She noted that there would be a neighborhood meeting scheduled to inform neighborhood residents and answer their questions. She noted that anything that is submitted in writing to the planning office will be made a part of the official record.

City Attorney Grant Weed explained that tonight is not a scheduled public hearing and therefore any comments that citizens may want to make tonight will not be a part of the

official record of the Comprehensive Plan Amendment process. The time to do that would be when the Planning Commission holds their public hearing and when the Council holds any public hearings, if they choose to do so.

Kelly Boren, 8507 66th Place NE, Marysville, WA 98270, thanked the Council for their hard work. He spoke in opposition to the Rock Creek Rezone and discussed the following points:

- He feels the Comprehensive Plan process was established to ensure the public health, safety and welfare of Marysville citizens as the City grows and should not be used to benefit developers during a downturn in the economy.
- Their home was sold to them by Harbour Homes with the understanding that the Comprehensive Plan called for an area planned to have the consistent and compatible feel of single family density.
- Any rezone that does not support the Comprehensive Plan needs heavy scrutiny.
- He discussed possible impacts to the school district and potential traffic impacts.

John Barile, 6813 86th Avenue NE, Marysville, WA, thanked the Council for their hard work. He stated that he would reserve the bulk of his comments for a public hearing, but noted that he recently moved from Redmond to the Rock Creek development because of the Marysville Comprehensive Plan which called for low-density, single family homes. He and his wife both still commute every day to the Redmond/Kirkland area for their work. They make this sacrifice because they believe in this community and in that development they moved into.

Mark Fritzler, 6714 84th Drive NE, Marysville, said he moved here two years ago from Mill Creek in an effort to escape the high density development that was occurring there. He discussed the high number of proposed units and accompanying residents, cars and potential for crime that would result from the approval of this rezone. He does not see the purpose in opening up the community up to this kind of stress for no good reason.

Jeri Short, 6917 40th Street NE, Marysville, asked about the Comprehensive Plan amendment process. Gloria Hirashima reviewed this. Ms. Short expressed frustration that she was not aware that this process was occurring. She asked when would be the next opportunity to discuss the road going through her property. Chief Administrative Officer Mary Swenson explained that there were already several hearings held before the Council. The Council has made a decision and it is final unless the Council determines to bring this back. Councilmember Seibert added that the Council is always willing to listen to her comments, but they may not decide to bring the matter back for review.

Paul Roberts explained that the question of the placement of the road is not part of the comprehensive plan amendment process. The issue now is the design and the building of the road. She will be notified directly when the SEPA review process begins. There will be an alternatives analysis at that point. Ms. Short again expressed great frustration at this process.

Derek Dakote, 6817 85th Avenue NE, Marysville, WA 98270 requested denial of the application for zoning change at Rock Creek from single-family high density to multi-family, high density. The addition of 300 apartment units will result in decreased property value, increased traffic, possibly an unwanted element in the community and violation of the covenants and restrictions signed with Harbor Homes.

Approval of Minutes

1. Approval of February 11, 2008 City Council Meeting Minutes.

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

2. Approval of February 19, 2008 City Council Work Session Minutes.

Councilmember Seibert referred to page 2 of 8, item 7. The first sentence should be revised to read:

“Paul Roberts said this is an exciting opportunity to **address** difficult issues in cooperation . . . “

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

Consent

Motion made by Councilmember Soriano, seconded by Councilmember Nehring to approve the following Consent Agenda items 3-9 and 17:

3. Approval of February 13, 2008 Claims in the Amount \$1,224,214.39; Paid by Check No.'s 45139 through 45319 with no Check No.'s Voided.
4. Approval of February 20, 2008 Claims in the Amount of \$853,711.82; Paid by Check No.'s 45320 through 45448 with no Check No.'s Voided.
5. Approval of February 20, 2008 Payroll in the Amount of \$660,072.58; Paid by Check No.'s 19193 through 19251.
6. Authorize Mayor to Sign the Supplemental Professional Services Agreement #1 with Systems Interface, Inc. for Telemetry Upgrade.
7. Authorize Mayor to Sign the Interlocal Agreement with the City of Everett to Update the Everett Area Freight Mobility and Access Study.
8. Authorize Mayor to Sign the Lakewood Triangle Access Project R0604 Funding Source Authorization.

9. Authorize Mayor to Sign the Snohomish County Volunteer Search and Rescue Training Facility Use Agreement.

17. Authorize Mayor to Sign the Interlocal Agreement with the City of Edmonds Establishing Cooperative Financial Support for Local JTTF Detective.

Motion passed unanimously (7-0).

Review Bids - None

Public Hearings - None

Current Business - None

New Business

10. A **Resolution** of the City of Marysville Accepting a Contribution for the Marysville Noon Rotary Club for the 2008 Community Easter Egg Hunt Event.

Motion made by Councilmember Rasmussen, seconded by Councilmember Wright, to approve **Resolution 2232**. **Motion** passed unanimously (7-0).

11. A **Resolution** of the City of Marysville Accepting a Contribution for the Installation of a New Video Surveillance System in Jennings Memorial Park.

Motion made by Councilmember Vaughan, seconded by Councilmember Seibert, to approve **Resolution 2233**, acceptance of a gift from the Quilceda Carvers' Club. **Motion** passed unanimously (7-0).

12. A **Resolution** of the City of Marysville Accepting a Contribution for the Father Daughter Dance Program Event.

Councilmember Phillips noted that he would be abstaining from this vote since he is the owner of this business.

Motion made by Councilmember Seibert, seconded by Councilmember Nehring, to approve **Resolution 2234**, acceptance of a gift from Space Station Games in Marysville. **Motion** passed unanimously (6-0) with Councilmember Phillips abstaining.

13. A **Resolution** of the City of Marysville Accepting a Contribution to Assist in Purchasing Furnishings for the Ken Baxter Senior Community Center.

Motion made by Councilmember Rasmussen, seconded by Councilmember Vaughan, to approve **Resolution 2235**. **Motion** passed unanimously (7-0).

14. A **Resolution** of the City of Marysville Announcing the Retirement of K-9 Police Dog Shadow and Therefore Declaring the K-9 Police Dog Shadow to be Surplus and Authorizing the Sale of the K-9 Police Dog Shadow.

Approved above under Presentations.

15. A **Resolution** of the City of Marysville Declaring a TEC MA-1650 Cash Register Machine to be Surplus and Authorizing the Sale or Disposal Thereof.

Motion made by Councilmember Phillips, seconded by Councilmember Seibert, to approve **Resolution 2236**. **Motion** passed unanimously (7-0).

16. An **Ordinance** of the City of Marysville Amending Ordinance 2733 Relating to Section 2.50.060 of the Marysville Municipal Code.

Motion made by Councilmember Wright, seconded by Councilmember Nehring, **Ordinance 2735** regarding reimbursement for travel. **Motion** passed unanimously (7-0).

21. Agreement to Sell Retired K-9 Officer Shadow to John Hendrickson.

Approved above under Presentations.

22. Addition of Human Resources Specialist I Position.

There was some discussion about what level this position would be at. It was determined that it would be level N6.

Motion made by Councilmember Soriano, seconded by Councilmember Vaughan, to approve the Executive Department recommendation to adopt the addition of a Human Resources Specialist I position. **Motion** passed unanimously (7-0).

Legal - None

Mayor's Business

18. Marysville Cable Television Advisory Committee Re-Appointments; Dorothy Stanton.

Motion made by Councilmember Phillips, seconded by Councilmember Nehring, to confirm the reappointment of Dorothy Stanton to the Marysville Cable Television Advisory Committee serving until July 1, 2010. **Motion** passed unanimously (7-0).

19. Marysville Cable Television Advisory Committee Re-Appointments; Dick Walsh.

Motion made by Councilmember Wright, seconded by Councilmember Vaughan, to confirm the reappointment of Dick Walsh to the Marysville Cable Television Advisory Committee serving until February 12, 2011. **Motion** passed unanimously (7-0).

20. Marysville Cable Television Advisory Committee Re-Appointments; Dean Kinzel.

Motion made by Councilmember Rasmussen, seconded by Councilmember Phillips, to confirm the reappointment of Dean Kinzel to the Marysville Cable Television Advisory Committee serving until February 12, 2011. **Motion** passed unanimously (7-0).

Staff Business

Doug Buell:

- He invited councilmembers to a meeting on Thursday with a delegation of Islamic educators from Indonesia. They are interested in meeting with the administration to discuss our relationship with both the school district and the Tulalip tribes.
- He stated that the Web intern and he are working on a graffiti website to enable people to report graffiti and get more information. Councilmember Vaughan asked if the public would be able to upload pictures with their report. Mr. Buell said they could allow that.

Jim Ballew:

- Thanks to Council for recognizing Mike Robinson as Employee of the Month.
- There will be a Bayview Trail meeting on Thursday.
- They found out that the City will be funded through the RCO (formerly the IAC) for the Strawberry Fields project.
- Last minute soccer registration was very high over the weekend.
- He will be in Paris and London during the next two meetings.
- There was another arrest of a highly sought after graffiti "artist". He appreciates the effort by the police department. Chief Smith commended Lt. Goldman.

Chief Smith was very impressed with the young contestants today. He announced that the police department is working on a burglary and arson at Burger King.

Paul Roberts said he and his staff are preparing for the congressional delegation for requests for FY'09 transportation projects. They are coordinating with all of the appropriate agencies.

Gloria Hirashima brought up the possibility of having Comprehensive Plan amendments every other year.

Sandy Langdon said that Worth Norton will come to an upcoming workshop to give some tips and answer questions about email issues.

Mary Swenson:

- She announced that Maggie, the librarian, will be leaving the City to work closer to her home. She will be missed. There will be a reception for her at the library in early March.
- The City received some quotes to demolish the Skippers Building. The low bid was \$21,996.21 Staff intends to move forward with that.

- Former mayor and longtime councilmember Arthur Duborko passed away. The funeral will be held tomorrow.

Grant Weed:

- He reported that the bill which would have required verbatim recordings of executive sessions did not pass out of the House. However, one sponsor of the bill has vowed to bring it back. CAO Swenson thanked Grant Weed for the work he did with AWC on that bill.
- He stated that they would need a ten-minute Executive Session for an update regarding pending litigation. No action would be required.

Mayor Kendall announced that March 3 would be a combined work session and regular meeting. The regular meeting on March 10 will be cancelled because all of the Council will be in Washington DC.

Motion made by Councilmember Nehring, seconded by Councilmember Vaughan, to dispense with normal procedure by combining the work session and the meeting on March 3 and canceling the meeting scheduled for March 11. Furthermore, the Council intends to take action on items next Monday. **Motion** passed unanimously (7-0).

Call on Councilmembers

Carmen Rasmussen reported on the February 13 Parks and Recreation Board meeting. Topics discussed included:

- Additional off-leash dog park information from the National Recreation and Park Association was provided. The information outlined some of the problems that can be associated with dog parks. At this time the Board wants to pursue looking at Strawberry Fields as an alternative to the Kiwanis Park.
- Healthy Communities – All three committees will be meeting this week and next week.
- Healthy Communities will have a booth at the Resource Fair at Totem Middle School in a couple weeks.
- Skate park issues – Younger children are feeling intimidated by older children. The Parks Board is looking at having a time for younger children only at the skate park.
- A meeting regarding Bayview/Whiskey Ridge Pedestrian Trail will be held Thursday
- Renovation of Asbury Field – There is significant excitement in the community and interest by the school district. They are considering converting the baseball field to a softball field.
- Looking at Doleshel Tree farm as a community garden - Community Garden Coordinator for WSU is interested in assisting with this.
- She visited San Clemente, CA and was very impressed with their downtown area. She encouraged Community Development Director Hirashima to look at that community as an example of a successful downtown area.

Mayor Kendall suggested using the park at the reservoir as an off-leash dog park since it is already fenced and is rarely used. Jim Ballew said they would look into that.

Lee Phillips had no comments.

John Soriano reported on the Snohomish County Cities and Towns dinner last Thursday where an upcoming skate competition called Skate America was discussed. He has some flyers he will bring for Council.

Jon Nehring:

- The Strawberry Fields grant is great news.
- He asked for confirmation that there would be a Public Safety Committee meeting on Wednesday at 4:30. This was confirmed.
- The weather over the weekend was wonderful. He had a chance to enjoy the local parks with his family.

Jeff Vaughan:

- He commended Mike Robinson and the work he does, especially in regard to graffiti issues.
- He referred to 64th Street where the trees are coming down in preparation of roadwork. He asked if the apartment dwellers had been notified that this would be happening. Paul Roberts thought that they had.
- He was recently in La Center, Washington and noted that the mayor there is very familiar with what is going on in Marysville. He added that there are some things they have in common.

Donna Wright reported that her office had been tagged with graffiti last week.

Jeff Seibert:

- He asked if the advertisement for the Comprehensive Plan amendments was on the website. Gloria Hirashima wasn't sure, but she noted that it had been posted in a few different places.
- He thanked Officer Hendrickson and the other K-9 officers. The program has come a long way.
- Snohomish County Cities and Towns requested a copy of the city flag to use for an event. There was agreement to provide this.

Councilmember Seibert gave a report on the SWAC meeting:

- Regarding the County's climate change initiative. A task force has been appointed to work on the goals.
- SWAC is having a membership drive.
- NW Transfer Station in Arlington was down for two days and they implemented the Continuity of Service notice.
- They may add a grit removal system to Cathcart's Wastewater Treatment Plant.
- The scale automation contractor is doing a fit test this month.
- Cost of Service Study – Mary Swenson has a copy of the draft report. They are recommending a 15% increase the first year and about 2% annually after that.

Jim Ballew added that many churches are going to work together to install new trees and bark along 528.

Information Items

Adjournment

Mayor Kendall recessed at 9:05 into Executive Session which began at 9:15 and lasted for ten minutes, until 9:25 p.m. No action was taken.

Executive Session

- A. Litigation – an update on one pending litigation item.
- B. Personnel
- C. Real Estate

Adjournment

Seeing no further business, Mayor Kendall adjourned the meeting at 9:25 p.m.

Approved this _____ day of _____, 2008.


Mayor
Dennis Kendall

Asst. Admin. Svcs. Director
Tracy Jeffries

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: March 3, 2008

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

Please see attached.

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the February 27, 2008 claims in the amount of \$163,046.81 paid by Check No.'s 45449 through 45551 with Check No. 45217 voided.

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-2

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 **\$163,046.81 PAID BY CHECK NO.'S 45449 THROUGH 45551 WITH CHECK NO.45217 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 COUNCILMEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **27th DAY OF FEBRUARY 2008.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/21/2008 TO 2/27/2008

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
45449	ALBERTSONS FOOD CENTER #471	SUPPLIES FOR PRKS AND REC	00105120.531050.	122.92
	ALBERTSONS FOOD CENTER #471		00105120.531070.	10.84
	ALBERTSONS FOOD CENTER #471		00105120.531070.	61.71
	ALBERTSONS FOOD CENTER #471		10605250.549000.	151.69
45450	ALFYS PIZZA	PIZZAS FOR STAFF @ DANCE	00105120.531050.	27.37
45451	ALL BATTERY SALES & SERVICE	CORE CHARGE REFUND(BATTERY)	50100065.534000.	-30.00
	ALL BATTERY SALES & SERVICE	4D-XHD BATTERY	50100065.534000.	156.27
45452	AMERICAN PLANNING ASSOCIATION	MEMBERSHIP DUES	00102020.549000.	62.50
45453	AMSAN SEATTLE	JANITORIAL SUPPLIES-PSB	00100010.531400.	89.73
	AMSAN SEATTLE	JANITORIAL SUPPLIES - COURT	00101250.531400.	384.69
	AMSAN SEATTLE	JANITORIAL SUPPLIES- CITY HALL	00103530.531400.	294.74
	AMSAN SEATTLE	JANITORIAL SUPPLIES-WWTP	40142480.531300.	254.83
	AMSAN SEATTLE	JANITORIAL SUPPLIES - PW	40143410.531200.	188.67
45454	ARAMARK UNIFORM SERVICES	UNIFORM CLEANING	50100065.526000.	58.25
45455	WASPC	ELEC HOME MONITORING DEC 2007	00103960.551000.	2,356.25
45456	ASSOCIATED BAG COMPANY	GOJO WIPES, BUCKET, BAGS	001.231700.	-56.96
	ASSOCIATED BAG COMPANY		00103222.531000.	727.00
45457	KENT BAKER	INSTRUCTOR SERVICES	00105120.541020.	720.00
45458	BICKFORD FORD-MERCURY	TURN SIGNAL SWITCH	50100065.534000.	136.04
	BICKFORD FORD-MERCURY	RT EXTERIOR MIRROR ASSY	50100065.534000.	160.04
45459	CAREER TRACK	SEMINAR-BEARDSLEY	00102020.549000.	99.00
	CAREER TRACK	SEMINAR-COWLING	00102020.549000.	99.00
45460	CARR'S ACE HARDWARE	SIGNAL&SIGN MAINT ITEMS	10111864.531000.	93.40
45461	CDW GOVERNMENT INC	ADOBE PRO 8 LICENSE	00100310.549000.	209.81
	CDW GOVERNMENT INC	MISC PERIPHERAL EQUIP	50300090.535000.	159.50
45462	CHAMPION BOLT & SUPPLY	ANTI FATIGUE GLOVES	00105380.526000.	87.97
	CHAMPION BOLT & SUPPLY	PIN SHACKLE AND CONNECTORS	40142480.548000.	51.77
45463	CLEAN CUT TREE & STUMP GRINDING SRVC	TREE SERVICE AT DEERING	00105380.541000.	2,441.25
45464	CLEAR IMAGE INC	2008 DANCE PICTURES	00105120.531050.	1,752.28
45465	COMCAST	MONTHLY SERVICE	50300090.531000.	169.95
45466	CONCRETE NOR'WEST	CONCRETE	00105380.531000.	641.78
45467	CONSOLIDATED ELECTRIAL DISTRIBUTORS	29505 & 95W LAMPS	42047165.531000.	79.98
45468	WA DEPT OF CORRECTIONS	INMATE MEALS	00103960.531250.	1,351.60
45469	WA DEPT OF CORRECTIONS	WORK CREW FOR 01/08 PER CONTR	00105380.549000.	662.82
45470	VONNIE CRAWFORD	INSTRUCTOR SERVICES	00105250.541020.	300.00
45471	CTS ENGINEERS	CONDEMNATION LEGALS	31000076.563000.G0701	2,254.39
45472	CUMMINS NORTHWEST INC	ENGINE COOLANT HEATER	50100065.534000.	233.48
45473	DATABASE SECURE RECORDS DESTRUCTIO	MONTHLY SHREDDING SRVCS	00100110.549000.	4.25
	DATABASE SECURE RECORDS DESTRUCTIO		00100310.549000.	4.25

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/21/2008 TO 2/27/2008

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
45474	DELL MARKETING LP	MISC PERIPHERAL EQUIPMENT	50300090.535000.	347.18
45475	DSHS	UB 560640000001 17805 31ST DR	401.122130.	2.27
45476	E&E LUMBER INC	PUTTY KNIFE, BRUSHES	00100010.531000.	26.83
	E&E LUMBER INC	1 X 2 X 8' PINE	00105380.531000.	5.60
	E&E LUMBER INC	2 X 12 X 14' LUMBER	00105380.531000.	24.61
	E&E LUMBER INC	WRAPPING TAPE	00105380.531000.	31.45
	E&E LUMBER INC	ELL, GRATE, BASINS	00105380.531000.	34.56
	E&E LUMBER INC	SPREADER CLEATS, SCRAPER, TAPE	00105380.531000.	41.70
	E&E LUMBER INC	PAINT - GRAFFITI	00105380.531000.	65.06
	E&E LUMBER INC	VISQUEEN, LEVEL, TARP, NYLON	00105380.531000.	70.34
	E&E LUMBER INC	PLYWOOD, FASTENERS, BIT	00105380.531000.	93.99
	E&E LUMBER INC	PLYWOOD, FASTENERS, TRK BOX	00105380.531000.	344.87
	E&E LUMBER INC	CONDUIT	30500030.563000.R0803	23.74
45477	ESRI	ARCVIEW SINGLE USE UNKEYED LIC	10111864.531000.	2,601.60
45478	THE DAILY HERALD COMPANY	AD FOR RISK MNGMNT OFFICER	00100110.544000.	296.14
	THE DAILY HERALD COMPANY	AD FOR ENG PROJECT AIDE - CD	00102020.544000.	305.36
	THE DAILY HERALD COMPANY	AD FOR ASSOC ENG III - CD	00102020.544000.	522.50
	THE DAILY HERALD COMPANY		00102020.544000.	551.56
45479	EVERETT HYDRAULICS INC	REPAIR VALVE, SUPPLY VALVE	50100065.534000.	477.21
45480	EVERETT TIRE & AUTOMOTIVE	GOODYEAR TIRES	50100065.534000.	123.65
	EVERETT TIRE & AUTOMOTIVE	GOODYEAR WRANGLER TIRES ATS	50100065.534000.	538.66
45481	EXCEL GLOVES & SAFETY SUPPLIES	RESPIRATORS, CARTRIDGES,FLTRS	00105380.526000.	284.02
45482	FIRE PROTECTION,INC	ATFER HRS RESPONSE @ PSB	00100010.548000.	1,097.17
45483	FIRST AMERICAN REAL ESTATE SOLUTION	NETWORK USER FEE & MAPS	00102020.549000.	4,050.00
45484	FRED MEYER	3 PRS JEANS FOR GEIST	40143410.526200.	108.50
45485	GARMIRE IRON WORKS INC	REPLACEMENT FOR DESTROYED UNIT	10111864.548000.	414.26
45486	BEVERLY GEER	REFUND DEPOSIT FOR RENTAL	001.239100.	58.00
45487	KEVIN GESSNER	REIMBURSEMENT FOR LODGING	40143410.549000.	251.37
45488	GOLDEN CORAL	FOOD FOR POTLUCK 02/08	10605250.549000.	130.20
45489	GOVERNMENT FINANCE OFFICERS ASSOC	MEMBERSHIP/GRITTON-LANGDON	00101023.549000.	240.00
45490	GRAYBAR ELECTRIC CO INC	CLEAR LAMPS	00105380.531000.	15.58
	GRAYBAR ELECTRIC CO INC		00105380.531000.	31.17
	GRAYBAR ELECTRIC CO INC	LIGHTING	00105380.531000.	77.39
	GRAYBAR ELECTRIC CO INC	SIGNAL COMM CABLE	30500030.563000.R0803	137.43
45491	GREENSHIELDS INDUSTRIAL SUPPLY	4 EYE BOLTS	00105380.531000.	51.26
45492	HAPPY HOPPERS SQUARE DANCE CLUB, INC	INSTRUCTOR SERVICES	00105120.541020.	525.00
45493	HARMSSEN & ASSOCIATES INC	PAY ESTIMATE # 4	40220594.563000.W0304	4,255.00
45494	TERRY HAWLEY	REIMB FOR TRAVEL	40143410.543020.	245.00
45495	HDR ENGINEERING, INC.	PAY ESTIMATE # 7	30500030.563000.R0603	3,743.59

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/21/2008 TO 2/27/2008

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
45496	HONG-VAN, DO	UB 330149260000 14926 45TH AVE	401.122110.	95.20
45497	HUMES, RICHARD	UB 201290000000 13320 51ST AVE	401.122110.	144.01
45498	SANDY LANGDON	REIMB FOR TRAVEL/MEALS	00101023.543000.	353.25
45499	DAVE LARSON	REFUND DEPOSIT FOR RENTAL	001.239100.	58.00
45500	NICOLE Y LEE	INTERPRETER SERVICES	00102515.549000.	67.95
45501	DEPT OF LICENSING	AULABAUGH, ERICK(ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	BOYD, CHRISTOPHER (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	DARLING, SETH (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	FLESHMAN, DANIEL (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	KEITH, GREGORY (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	LYONS, CHRISTOPHER (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	MARSHALL, RICHARD (RENEWAL)	001.237020.	18.00
	DEPT OF LICENSING	MEISINGER, DAVID(RENEWAL)	001.237020.	18.00
	DEPT OF LICENSING	MILLS, CHARLES(ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	REED, JOHN (RENEWAL)	001.237020.	18.00
	DEPT OF LICENSING	SHAMROCK, BERNARD(RENEWAL)	001.237020.	18.00
	DEPT OF LICENSING	SHANKLE, CRAIG (RENEWAL)	001.237020.	18.00
	DEPT OF LICENSING	SNYDER, SUSAN (RENEWAL)	001.237020.	18.00
	DEPT OF LICENSING	GARTHE, JOHNNY (LT RENEWAL)	001.237020.	21.00
	DEPT OF LICENSING	JACOBSON, CLAYTON (LT RENEWAL)	001.237020.	21.00
45502	LOWES HIW INC	COMPUTER GROMMETS	00100010.531000.	5.37
	LOWES HIW INC		00101250.531000.	5.37
	LOWES HIW INC		00103530.531000.	5.38
	LOWES HIW INC		00112572.531000.	5.37
	LOWES HIW INC		40143410.531000.	5.38
	LOWES HIW INC		40143780.531000.	7.78
45503	MAKERS	PLANNED ACTION EIS	00102020.541000.0826	1,707.50
	MAKERS	DOWNTOWN INFRASTRUCTURE PLAN	00102020.541000.0804	9,727.50
45504	MARSHALL SIGN INC	METAL SIGNS FOR SK&PRK	00105380.531000.	215.03
45505	MARYSVILLE GLOBE	RISK MANAGEMENT AD	00100110.544000.	77.00
45506	MARYSVILLE PRINTING	BOOKLET	00103222.531000.	92.23
	MARYSVILLE PRINTING	500 2 PART RECEIPT - EVIDENCE	00103222.531000.	99.59
	MARYSVILLE PRINTING	ENVELOPES	00103960.531000.	352.63
	MARYSVILLE PRINTING	500 PRINTED COLOR FLYERS	00105120.531031.0813	214.29
	MARYSVILLE PRINTING	ENVELOPES	00105380.531000.	59.72
45507	MARYSVILLE SCHOOL DISTRICT #25	TMS FACILITY USE FEES	00105120.531091.	46.76
	MARYSVILLE SCHOOL DISTRICT #25	MMS FACILITY USE FEES	00105120.531091.	153.07
45508	CITY OF MARYSVILLE	6915 ARMAR ROAD	00105380.547000.	30.91
	CITY OF MARYSVILLE		00105380.547000.	38.62

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/21/2008 TO 2/27/2008

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
45508	CITY OF MARYSVILLE	5315 64TH AVE NE	00105380.547000.	192.81
	CITY OF MARYSVILLE	6915 ARMAR ROAD	00105380.547000.	192.81
	CITY OF MARYSVILLE		00105380.547000.	274.89
	CITY OF MARYSVILLE		00105380.547000.	1,882.97
	CITY OF MARYSVILLE	6120 GROVE STREET	00112572.547000.	473.81
45509	MCCAIN TRAFFIC SUPPLY	REPLACE SIGNAL LED LAMPS	10111864.548000.0831	7,958.48
45510	MONTGOMERY WATSON HARZA	PAY ESTIMATE # 16	40220594.563000.W0304	13,348.03
45511	NEXTEL COMMUNICATIONS	NEXTEL EQUIPMENT	50300090.542000.	607.52
45512	NEXTEL COMMUNICATIONS	ACCT# 0621975876-3	00100020.542000.	50.69
	NEXTEL COMMUNICATIONS		00103010.542000.	50.69
	NEXTEL COMMUNICATIONS		00103010.542000.	50.69
	NEXTEL COMMUNICATIONS		00143523.542000.	50.69
	NEXTEL COMMUNICATIONS		40143410.542000.	50.69
	NEXTEL COMMUNICATIONS		40143410.542000.	50.69
	NEXTEL COMMUNICATIONS		50300090.542000.	50.69
45513	NORTH COAST ELECTRIC COMPANY	SIGNAL COMM CONDUIT	30500030.563000.R0803	92.95
45514	NORTHWEST CASCADE INC	HONEY BUCKET THRU 03/07/08	00105380.545000.	102.18
45515	OFFICE DEPOT	OFFICE SUPPLIES	00102020.531000.	7.70
	OFFICE DEPOT		00102020.531000.	11.06
	OFFICE DEPOT		00102020.531000.	37.88
	OFFICE DEPOT	CHAIR FOR MILLER	00102020.531000.	298.88
45516	OFFICE INTERIORS INC	STORAGE UNIT - REMODEL	10400022.535000.	477.84
45517	DEE OTTEM	REFUND FULL AMOUNT	00110347.376009.	25.00
45518	PACIFIC POWER PRODUCTS	BATTERY,FUEL FILTER,OIL FILTER	00105380.548000.	111.60
	PACIFIC POWER PRODUCTS	GRILLE	00105380.548000.	114.57
	PACIFIC POWER PRODUCTS	LATCH,CUSHIONS,GRILLE	00105380.548000.	401.01
45519	THE PARTS STORE	GLASS CLEANER, TRANS FILTER	501.141100.	109.01
	THE PARTS STORE	OIL FILTERS,HEADLIGHTS,SCREWDR	501.141100.	159.03
	THE PARTS STORE	2X5 GALLONS VALVOLINE	50100065.534000.	130.83
45520	PENTAX IMAGING COMPANY	USB CABLE FOR PENTAX PRINTER	001.231700.	-4.40
	PENTAX IMAGING COMPANY		00103222.548000.	62.00
45521	PERTEET ENGINEERING INC	PAY ESTIMATE # 13	40145040.541000.D0602	12,225.00
45522	PETTY CASH- FINANCE	REIMBURSE PETTY CASH	00100060.549000.	108.00
	PETTY CASH- FINANCE		00100110.549000.	50.00
	PETTY CASH- FINANCE		00101023.531000.	4.51
	PETTY CASH- FINANCE		00101023.531000.	27.01
	PETTY CASH- FINANCE		00143523.543000.	7.29
45523	PETTY CASH-COMM DEV	REIMB PETTY CASH	00102020.543000.	9.70
45524	DENISE FREEMAN	JUMPSUIT,PATCHES,JCKTS-AKAU	00103222.526000.	1,241.18

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/21/2008 TO 2/27/2008

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
45525	TONY POCHE	TOOLS	50100065.535000.	403.47
45526	PUD NO 1 OF SNOHOMISH COUNTY	ACCT. 418-001-612-5	00100010.547000.	3,196.14
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 572-001-307-6	00105090.547000.	89.67
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 277-001-775-0	00105250.547000.	1,055.74
	PUD NO 1 OF SNOHOMISH COUNTY	AREA LIGHT @ EBEBY WTRFRNT PARK	00105380.547000.	16.54
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 501-001-656-5	00105380.547000.	89.83
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 274-001-574-4	00105380.547000.	215.22
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 411-002-222-7	00105380.547000.	245.46
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT.# 910-002-522-1	00105380.547000.	760.82
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 490-001-155-4	00112572.547000.	4,987.25
	PUD NO 1 OF SNOHOMISH COUNTY	UTILITY CHRG @ 15200 SMOKEY PT	10110463.547000.	32.10
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 343-042-303-2	10110463.547000.	898.37
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 527-001-632-1	10110564.531000.	878.00
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT # 664-001-090-3	10110564.547000.	102.70
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 564-001-175-4	10110564.547000.	127.42
	PUD NO 1 OF SNOHOMISH COUNTY	225 STATE AVE 230-075-562-2	10110564.547000.	156.39
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #123-000-023-2	10110564.547000.	157.65
	PUD NO 1 OF SNOHOMISH COUNTY	162-000-094-1 TRAFFIC LIGHT	10110564.547000.	862.22
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 609-000-699-7	10111864.547000.	33.81
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 493-001-880-1	40140180.547000.	31.96
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 401-001-485-2	40140180.547000.	1,714.06
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 243-001-286-0	40142280.547000.	818.98
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT # 461-029-794-9	40142480.547000.	7,428.00
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 370-002-191-2	40142480.547000.	8,181.29
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 447-001-040-8	40142480.547000.	14,032.88
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 543-001-067-7	40143410.547000.	29.90
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT # 289-075-529-7	40143780.547000.	1,199.36
45527	QUALITY COATINGS INSPECTION	PAY ESTIMATE # 1	40220594.563000.W0003	485.00
45528	LYNN SCHROEDER	REIMB FOR MTG SUPPLIES	00100110.549000.	79.78
	LYNN SCHROEDER		00100720.549000.	8.15
45529	SEATTLE MARINERS	JUNE 2 ND 2008 GAME X 46	00105120.531050.	110.00
	SEATTLE MARINERS	AUG 21ST 2008 GAME X 46	00105120.531050.	121.00
	SEATTLE MARINERS	JULY 3RD 2008 GAME X 46	00105120.531050.	121.00
	SEATTLE MARINERS	MAY 27TH 2008 GAME X 46	00105120.531050.	121.00
45530	SERVICE ELECTRIC COMPANY INC	WORK DONE ON SIGNALS	10111864.541000.	2,170.00
45531	SHANNON & WILSON, INC	PRO SERVICES - SOIL TESTING	40145040.541000.D0602	3,686.15
45532	CARLTON DOUP	INSTRUCTOR SERVICES	00105120.541020.	268.60
	CARLTON DOUP		00105120.541020.	402.90
45533	SISKUN POWER EQUIPMENT	CHAINS AND BARS FOR CHAINSAWS	00105380.535000.	224.21

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/21/2008 TO 2/27/2008

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
45534	SIX ROBBLEES INC	MISC WHEEL WRIGHTS AND TIPS	50100065.531000.	46.57
	SIX ROBBLEES INC		50100065.531000.	109.54
	SIX ROBBLEES INC		50100065.531000.	138.32
45535	SNYDER ROOFING OF WASHINGTON LLC	REPAIR LEAK AT ROOF AT PSB	00100010.548000.	591.33
45536	SOUND PUBLISHING INC	LEGAL ADS	00102020.544000.	62.86
45537	SOUND PUBLISHING INC	LEGAL AD	31000076.563000.G0701	121.52
45538	SOUND PUBLISHING INC	LEGAL ADS	00102020.544000.	407.96
45539	SOUND PUBLISHING INC		00102020.544000.	639.84
45540	SOUND SAFETY PRODUCTS CO INC	VINYL GLOVES	00103960.531000.	50.82
	SOUND SAFETY PRODUCTS CO INC	BOOTS	41046060.526000.	170.00
	SOUND SAFETY PRODUCTS CO INC		41046060.526000.	170.00
	SOUND SAFETY PRODUCTS CO INC		41046060.526000.	170.00
	SOUND SAFETY PRODUCTS CO INC		41046060.526000.	170.00
	SOUND SAFETY PRODUCTS CO INC	BOOTS AND JEANS	41046060.526000.	258.20
45541	WASHINGTON STATE PATROL	FINGERPRINT CHECKS FOR CPL'S	001.237100.	250.25
	WASHINGTON STATE PATROL	BACKGROUND CHECKS JAN 08	00100310.541000.	210.00
45542	TEREX UTILITIES WEST	VAN AIR COMPRESSOR	50100048.564000.	8,710.91
45543	THYSSENKRUPP ELEVATOR CORP	PREVENTATIVE MAINT @ PSB	00100010.548000.	162.75
	THYSSENKRUPP ELEVATOR CORP	PREVENTATIVE MAINT @ CITY HALL	00103530.548000.	162.75
45544	VERIZON NORTHWEST	ACCT#030211106496225401	40140080.541000.	30.26
	VERIZON NORTHWEST	ACCT#030211101696225800	40140380.541000.	30.26
	VERIZON NORTHWEST	ACCT 102778795907	40143410.542000.	60.51
	VERIZON NORTHWEST	ACCT# 107579926005	40143410.542000.	111.32
45545	VERIZON	ACCT#0064811477782	40143410.542000.	81.74
45546	WELCH, MARY J	UB 280690000000 12721 51ST DR	401.122110.	70.45
45547	WESTERN FACILITIES SUPPLY INC	JAIL SUPPLIES	00103960.531000.	467.02
45548	CARL WINELAND	REIMB FOR CDL AND DRIVE TEST	10111230.549000.	150.00
45549	KHARA WOODARD	REFUND DEPOSIT FOR RENTAL	001.239100.	58.00
45550	WYANT, PATRICIA & KEVIN	UB 241590320000 10603 56TH DR	401.122110.	175.41
45551	ZEE MEDICAL SERVICE	FIRST AID RESUPPLY-CITY HALL	00103530.531000.	153.22

WARRANT TOTAL: 163,291.60

LESS VOID


CHECK # 45217 (244.79)

163,046.81

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: March 3, 2008

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

Marysville Police Department requests Council approval of a New Jail Services Contract with Chelan County Jail to house sentenced prisoners with sentences over thirty days.

Currently Marysville Police Department contracts with Snohomish County Jail and Okanogan County Jail.

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

Housing fees are have been increased to \$55 a day per prisoner. Normal medical expenses are included in the housing fee.

City Attorney, Grant Weed, has reviewed the language contained in the contract and has approved it as to form. The Director for Chelan County Jail has been informed of the terms of the contract.

RECOMMENDED ACTION:
Staff recommends that Council authorize the Mayor to sign the Chelan agreement for jail services.

COUNCIL ACTION:

**INTERLOCAL AGREEMENT BETWEEN CHELAN COUNTY, WASHINGTON AND THE CITY OF
MARYSVILLE, WASHINGTON, FOR THE HOUSING OF INMATES IN THE CHELAN COUNTY
REGIONAL JUSTICE CENTER**

THIS INTERLOCAL AGREEMENT is made and entered into on this _____ day of _____, 20____ by and between the City of Marysville, Washington, a Washington municipal corporation, hereinafter referred to as “City”, and Chelan County, Washington, hereinafter referred to as “Chelan County”, each party having been duly organized and now existing under the laws of the State of Washington.

WITNESSETH:

WHEREAS, The Chelan County Regional Justice Center and the City Manager are authorized by law to have charge and custody of the County Jail and the City prisoners or inmates, respectively; and

WHEREAS, the City wishes to designate the CCRJC as a place of confinement for the incarceration of one or more inmates lawfully committed to its custody; and

WHEREAS, Chelan County Department of Corrections is desirous of accepting and keeping in his custody such inmate(s) in the CCRJC for a rate of compensation mutually agreed upon by the parties hereto; and

WHEREAS, RCW 39.34.080 and other Washington law, as amended, authorizes any county to contract with any other county or city to perform any governmental service, activity or undertaking which each contracting county is authorized by law to perform; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Agreement as authorized and provided for by RCW 39.34.080 and other Washington law, as amended,

NOW, THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. GOVERNING LAW

The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to an inmate or inmates confined pursuant to this Agreement.

2. DURATION

This Agreement shall enter into full force and effect from January 1, 2008 and end December 31, 2008, subject to earlier termination as provided by Section 3 herein. This Agreement shall be renewed automatically for like successive periods under such terms and conditions as the parties

may determine. Nothing in this Agreement shall be construed to require the City to house inmates in Chelan County continuously.

3. TERMINATION

(a) By either party. This Agreement may be terminated by written notice from either party to the other party delivered by regular mail to the contact person identified herein, provided that termination shall become effective sixty (60) working days after receipt of such notice. Within said sixty (60) days, the City agrees to remove its inmate(s) from the CCRJC.

(b) By the City due to lack of funding. The obligation of the City to pay Chelan County under the provision of this Agreement beyond the current fiscal year is expressly made contingent upon the appropriation, budgeting availability of sufficient funds by the City. In the event that such funds are not budgeted, appropriated or otherwise made available for the purpose of payment under this Agreement at any time after the current fiscal year, then the City shall have the option of terminating the Agreement upon written notice to Chelan County, except that all services provided to that point shall be compensated at the agreed rate. The termination of this Agreement for this reason will not cause any penalty to be charged to the City.

(c) Termination for Breach. In the event the City breaches or fails to perform or observe any of the terms or conditions herein, and fails to cure such breach or default within seven (7) days of County's giving the City written notice thereof, or, if not reasonably capable of being cured within such seven (7) days, within such other period of time as may be reasonable in the circumstances, County may terminate the City's rights under this Agreement in addition to and not in limitation of any other remedy of County at law or in equity, and the failure of County to exercise such right at any time shall not waive County's right to terminate for any future breach or default.

(d) In the event of termination of this agreement for any reason, the City shall compensate Chelan County for prisoners housed by Chelan County after notice of such termination until the City retakes its inmates in the same manner and at the same rates as if this Agreement had not been terminated.

4. MAILING ADDRESSES

All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

Chelan County: Chelan County Regional Justice Center
401 Washington St., Level 2
Wenatchee, WA 98801

Primary Contact Person: Phil Stanley, Interim Director
Secondary Contact: Mark McCormick, Deputy Director

City of Marysville: City of Marysville Police Department

1635 Grove St.
Marysville, WA 98270

Primary Contact Person: Commander Ralph Krusey
Secondary Contact: Sergeant Gary Hall

Notices mailed shall be deemed given on the date mailed. The parties shall notify each other in writing of any change of address.

5. DEFINITIONS

The parties hereby agree that the following terms shall have the specified meanings unless indicated otherwise herein:

(a) Day. A twenty-four (24) hour-long unit of time commencing at 00:00:01 a.m., and ending at 23:59:59 p.m.

(b) Inmate Classifications shall be pursuant to the Chelan County Objective Jail Inmate Classification System which is modeled after the National Institute of Corrections Jail Classification System:

- (i) "Minimum" classification shall apply to those inmates who present a low risk to staff and the community.
- (ii) "Medium" classification shall apply to those inmates who present a moderate risk to staff and the community.
- (iii) "Maximum" classification shall apply to those inmates who present a substantial risk to staff and the community.

6. COMPENSATION

(a) Rates. Chelan County agrees to accept and house the City's inmates for compensation per inmate at the rate of \$55.00 per day (also see #12 below). This includes minimum and medium classification inmates. The parties agree that Chelan County will not charge a separate booking fee in addition to such rate. The date of booking into the CCRJC of the City's inmates, no matter how little time of a twenty-four (24) hour day it constitutes, shall count as one day and shall be billed to the City as a day of custody in Chelan County. The date of release from the CCRJC and return to the City, no matter how much of a twenty-four (24) hour day it constitutes, shall not be billed by Chelan County against the City.

(b) Billing and Payment. Chelan County agrees to provide the City with an itemized bill listing all names of inmates who are housed, the case/citation number, the number of days housed (including the date and time of booking and date and time of release), and the dollar amount due for each. Chelan County agrees to provide said bill by the 10th of each month. The City agrees to make payment to Chelan County within 30 days of receipt of such bill for the amount billed for the previous calendar month.

7. RIGHT OF INSPECTION

The City shall have the right to inspect, at all reasonable times, all Chelan County facilities in which inmates of the City are confined in order to determine if such jail maintains standards of confinement acceptable to the City and that such inmates therein are treated equally regardless of race, religion, color, creed or national origin; provided, however, that Chelan County shall be obligated to manage, maintain and operate its facilities consistent with all applicable federal, state and local laws and regulations.

8. FURLOUGHS, PASSES, AND WORK RELEASE

Chelan County agrees that no early releases or alternatives to incarceration, including furloughs, passes, work crews, electronic home detention or work release shall be granted to any inmate housed pursuant to this Agreement without written authorization by the committing court.

9. INMATE ACCOUNTS

Chelan County shall establish and maintain an account for each inmate received from the City and shall credit to such account all money which is received and shall make disbursements, debiting such accounts in accurate amounts for the inmate's personal needs. Disbursements shall be made in limited amounts as are reasonably necessary for personal maintenance. The Director of the CCRJC shall be accountable to the City for such inmate funds. At either the termination of this Agreement, the inmate's death, release from incarceration, or return to either the City or indefinite release to the court, the inmate's money shall be transferred to the inmate's account in care of the City, at such time the City shall be accountable to the inmate for said fund.

10. INMATE PROPERTY

The City may transfer to Chelan County only limited amounts of personal property of the City's inmates' recovered from or surrendered by inmates to the City upon booking. Personal property in excess of one simple "grocery bag" shall at no time be transferred to Chelan County.

11. RESPONSIBILITY FOR OFFENDER'S CUSTODY

It shall be the responsibility of Chelan County to confine the inmate or inmates; to provide treatment, including the furnishing of subsistence and all necessary medical and hospital services and supplies; to provide for the inmates' physical needs; to make available to them programs and/or treatment consistent with the individual needs; to retain them in said custody; to supervise them; to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentence and orders of the committing court in the State are faithfully executed; provided that nothing herein contained shall be construed to require Chelan County, or any of its agents, to provide service, treatment, facilities or programs for any inmates confined pursuant to this Agreement, which it does not provide for similar inmates not confined pursuant to this Agreement. Nothing herein shall be construed as to require Chelan County to provide services, treatment, facilities or programs to the City's inmates above, beyond or in addition to that required by applicable law.

12. MEDICAL SERVICES

(a) Inmates deemed the City's inmates shall receive such medical, psychiatric and dental treatment when emergent and necessary to safeguard their health while housed in the CCRJC. Chelan County shall provide or arrange for the providing of such medical, psychiatric and dental services. Except for routine minor medical services provided in the CCRJC, the City shall pay directly or reimburse Chelan County for any and all costs associated with the delivery of any emergency and/or major medical service provided to the City's inmates. The City shall be responsible for any and all medical, psychiatric and dental treatment provided outside of the CCRJC and shall be billed therefore. Examples of medical services which may be provided in the CCRJC but which are not routine, and for which the City shall be billed include, but are not necessarily limited to, HIV/AIDS treatment, chemotherapy, dialysis treatment, and hemophiliac treatment. No psychiatric or dental treatment can be provided in the CCRJC; all psychiatric and dental treatment of the City's inmates shall be billed to the City.

(b) An adequate record of all such services shall be kept by Chelan County for the City's review at its request, to the extent consistent with confidentiality regulations. Any medical or dental services of major consequence shall be reported to the City as soon as time permits.

(c) Should medical, psychiatric or dental services require hospitalization, the City agrees to compensate Chelan County dollar for dollar any amount expended or cost incurred in providing the same; provided that, except in emergencies, the City will be notified by contacting the On-Duty Jail Personnel at 360-652-5045 or Dispatch at 360-651-5080 prior to the inmate's transfer to a hospital, if and when circumstances allow, or as soon afterward as practicable.

13. DISCIPLINE

Chelan County shall have physical control over and power to execute disciplinary authority over all inmates of the City's. However, nothing contained herein shall be construed to authorize or permit the imposition of a type of discipline prohibited by applicable law.

14. RECORDS AND REPORTS

(a) The City shall forward to Chelan County before or at the time of delivery of each inmate a copy of all inmate records pertaining to the inmate's present incarceration. If additional information is requested regarding a particular inmate, the parties shall mutually cooperate to provide any additional information in a timely manner.

(b) Chelan County shall keep all necessary and pertinent records concerning such inmates in the manner mutually agreed upon by the parties hereto. During an inmate's confinement in Chelan County, the City shall upon request be entitled to receive and be furnished with copies of any report or records associated with said inmate(s) incarceration.

15. REMOVAL FROM THE JAIL

An inmate of the City's legally confined in Chelan County shall not be removed therefrom by any person without written authorization from the City or by order of any court having jurisdiction. The

City hereby designates the On-Duty Jail Personnel at 360-652-5045 or Dispatch at 360-651-5080 the officials authorized to direct Chelan County to remove the City's inmates from the CCRJC. Chelan County agrees that no early releases or alternatives to incarceration including furloughs, passes, work release, work crews or electronic home detention shall be granted to any inmate without written authorization from the committing court. This paragraph shall not apply to an emergency necessitating the immediate removal of the inmate for medical, psychiatric, dental treatment or other catastrophic condition presenting an eminent danger to the safety of the inmate or to the inmates or personnel of Chelan County. In the event of any such emergency removal, Chelan County shall inform the City of the whereabouts of the inmate or inmates so removed, at the earliest practicable time, and shall exercise all reasonable care for the safe keeping and custody of such inmate or inmates.

16. ESCAPES

In the event any City inmate escapes from Chelan County's custody, Chelan County will use all reasonable means to recapture the inmate. The escape shall be reported immediately to the City. Chelan County shall have the primary responsibility for and authority to direct the pursuit and retaking of the inmate or inmates within its own territory. Any cost in connection therewith shall be chargeable to and borne by Chelan County; however, Chelan County shall not be required to expend unreasonable amounts to pursue and return inmates from other counties, states or countries.

17. DEATH OF AN INMATE

(a) In the event of the death of a City inmate, the Chelan County Coroner shall be notified. The City shall receive copies of any records made at or in connection with such notification.

(b) Chelan County shall immediately notify the City of the death of a City inmate, furnish information as requested, and follow the instructions of the City with regard to the disposition of the body. In the case of an unattended death, suspicious death, or criminal case, the Chelan County Coroner would have authority over the deceased and would coordinate with local law enforcement to finish the investigation prior to the release of the deceased inmate. The City hereby designates the On-Duty Jail Personnel at 360-652-5045 or Dispatch at 360-651-5080 as the official authorized to request information from and provide instructions to Chelan County regarding deceased inmates. The body shall not be released except on written order of said appropriate official of the City. Written notice shall be provided within three (3) weekdays of receipt by the City of notice of such death. All expenses relative to any necessary preparation of the body and shipment charges shall be paid by the City.. With the City's consent, Chelan County may arrange for burial and all matters related or incidental thereto, and all such expenses shall be paid by the City. The provisions of this paragraph shall govern only the relations between or among the parties hereto and shall not affect the liability of any relative or other persons for the disposition of the deceased or for any expenses connected therewith.

(c) The City shall receive a certified copy of the death certificate for any of its inmates who have dies while in Chelan County's custody.

18. RETAKEING OF INMATES

Upon request from Chelan County, the City shall, at its expense, retake any City inmate within thirty-six (36) hours after receipt of such request. In the event the confinement of any City inmate is terminated for any reason, the City shall, at its expense, retake such inmate at the CCRJC Facility.

19. HOLD HARMLESS AND INDEMNIFICATION

Chelan County agrees to hold harmless, indemnify and defend the City, its officers, agents and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of Chelan County, its officers, agents, or employees, in connection with the services required by the Agreement, provided, however, that:

(a) Chelan County's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or negligence of the City, its officers, agents or employees or subconsultants; and

(b) Chelan County's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the Chelan County and the City or of Chelan County and a third party other than an officer, agent or employee of Chelan County, shall apply only to the extent of the negligence or willful misconduct of Chelan County.

20. RIGHT OF REFUSAL AND TRANSPORTATION

(a) Chelan County shall have the right to refuse to accept any inmate from the City when, in the opinion of Chelan County, its inmate census is at capacity that there is a substantial risk that, through usual operation of the jail, the reasonable operational capacity limits of the jail might be reached or exceeded.

(b) Chelan County shall further have the right to refuse to accept any inmate from the City who, in the judgment of Chelan County, has a current illness or injury which may adversely affect the operations of the CCRJC, has a history of serious medical problems, presents a substantial risk of escape, or presents a substantial risk of injury to other persons or property, or is classified as a maximum security inmate pursuant to Chelan County's Objective Jail Classification System. The inmate should be an inmate who has already been sentenced by the jurisdiction, and should not be on pre-trial status.

(c) City prisoners incarcerated in Chelan County pursuant to this Agreement shall be transported to Chelan County and at the expense of Chelan County and shall be returned, if necessary, to the City by Chelan County personnel and at the County's expense provided that notice of the necessity of transport is received by Chelan County three (3) days prior to the time of expected transport. The City hereby designates the Marysville Municipal Court or the On-Duty Jail Personnel at 360-652-5045 or Dispatch at 360-651-5080 the officials authorized to notify Chelan County of the dates for transport and the specific inmates to be transported.

21. INDEPENDENT CONTRACTOR

In providing services under this contract, Chelan County is an independent contractor and neither it nor its officers, agents or employees are employees of the City for any purpose, including responsibility for any federal or state tax, industrial insurance or Social Security liability. Neither shall the provision of services under this Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of the City under any applicable law, rule or regulation.

22. GENERAL PROVISIONS

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

(b) Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington, and venue for any lawsuit shall be the Chelan County Superior Court.

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

(d) Waiver of Breach. The waiver by either party of the breach of any provision of this Agreement by the other party must be in writing and shall not operate nor be construed as a waiver of any subsequent breach by such other party.

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

(f) Filing. This Agreement shall be filed with the Chelan County Auditor's Office pursuant to RCW 39.34.040.

23. INTERPRETATION

This Agreement has been submitted to the scrutiny of all parties and their counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration or weight given to its being drafted by any party or its counsel. All words used in the singular shall include the plural; the present tense shall include the future tense; and the masculine gender shall include the feminine and neuter gender.

24. ACCESS TO RECORDS CLAUSE

The parties hereby agree that authorized representatives of the parties shall have access to any books, documents, paper and record of the other party that are pertinent to this Agreement for

the purposes of making audits, examinations, excerpts and transcriptions. All such records and all other records pertinent to this Agreement, and work undertaken pursuant to this Agreement shall be retained by the parties for a period of three (3) years after the final expiration date of this Agreement or any amendments hereto, unless a longer period is required to resolve audit, findings or litigation. In such cases, the parties may expressly agree by an amendment or separate agreement for such longer period for record retention.

25. ENTIRE AGREEMENT

This Agreement represents the entire integrated Agreement between the City and Chelan County and supercedes all prior negotiations, representations or agreements, either written or oral.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in duplicate by the parties hereto and made affective on the day and year first above written.

CITY OF MARYSVILLE, WASHINGTON

BOARD OF CHELAN COUNTY
COMMISSIONERS

By: _____
City Manager

BUELL HAWKINS, Chair

ATTEST:

RONALD WALTER, Commissioner

~~GERRY BECKER~~, City Clerk
Tracy Jeffries

KEITH GOEHNER, Commissioner

DATED: _____

ATTEST:
JANET K. MERZ
Clerk of the Board

Approved as to Form:

DATED: _____

Grant K. Weed

GRANT K. WEED, City of Marysville Attorney

PHIL STANLEY, Interim Director
Chelan County Regional Justice Center

Approved as to Form:

GARY A. RIESEN, Chelan County Prosecutor

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

CITY COUNCIL MEETING DATE: March 3, 2008

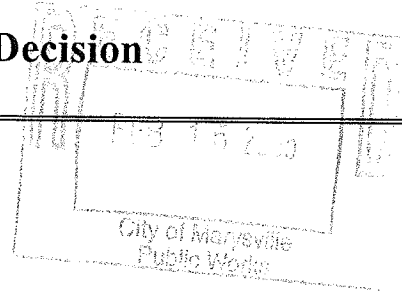
AGENDA ITEM: PA 04021 The Glen at Whiskey Ridge– Final Plat	AGENDA SECTION:	
PREPARED BY: Cheryl Dungan, Senior Planner	AGENDA NUMBER:	
ATTACHMENTS: 1. Hearing Examiner Decision dated 02/08/2005 2. Site Plan 3. Vicinity Map 4. Final plat checklist	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

On February 8, 2005 the Hearing Examiner approved the preliminary plat of The Glen at Whiskey Ridge creating 26 lots on approximately 10.5 acres. The project has been constructed and has met all conditions of final plat approval.

The project is generally located east of 83rd Ave NE, north of SR 528, and west of Highway 9.

RECOMMENDED ACTION: Planning Staff recommends Council authorize the Mayor to sign the Final Plat Mylar for The Glen at Whiskey Ridge.
COUNCIL ACTION:

CITY OF MARYSVILLE
Hearing Examiner
Findings, Conclusions and Decision



APPLICANT: Tom & Twyla Lucas
6517 83rd Ave NE
Marysville, WA 98270

CASE NO.: PA 04021

LOCATION: East of 83rd Ave, north of SR 528
Marysville, WA

APPLICATION: The Glen at Whiskey Ridge, a proposed 26-lot preliminary site plan and preliminary plat

SEPA: A Mitigated Determination of Non-Significance (MDNS) was issued on December 29th, 2004. There were no appeals. The MDNS document serves as the basis for many of the conditions of approval for this application.

SUMMARY OF DECISION:

Staff Recommendation: Approve with conditions.

Hearing Examiner Decision: Approve with conditions.

PUBLIC HEARING:

After reviewing the official file, which included the Community Development Department's Staff Recommendation, and after visiting the site, the Hearing Examiner conducted a public hearing on the application. The hearing was opened at 7:10 p.m., February 3, 2005, in the City Council Chambers, Marysville, Washington, and closed at 7:20 p.m. Participants at the public hearing are listed in the minutes of the hearing. A verbatim recording of the hearing and minutes are available in the Community Development Department. A list of exhibits offered and entered at the hearing and a list of parties of record are attached to this report.

HEARING COMMENTS:

As noted in the minutes of the hearing, comments were offered by Cheryl Dungan on behalf of the City of Marysville Community Development Department and Jim Egge on behalf of the Applicant.

There were no comments offered by the general public at the hearing.

WRITTEN COMMENTS:

No written comments were submitted at the hearing.

FINDINGS CONCLUSIONS AND DECISION:

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

A. FINDINGS AND CONCLUSIONS:

1. The information contained in Sections I (Evaluation) and II (Findings and Conclusions) of the Community Development Department's Staff Recommendation (Hearing Examiner Exhibit 58) is found by the Hearing Examiner to be supported by the evidence presented during the hearing and by this reference is adopted as portion of the Hearing Examiner's findings and conclusions. A copy of said report is available in the Community Development Department.
2. The minutes of the public hearing accurately summarize the testimony offered at the hearing and by this reference are entered into the official record
3. The preliminary site plan (Hearing Examiner exhibit #51, revised 12/23/04) is consistent with the bulk, dimensional and density requirements for the R-4.5 zoning classification, per the Marysville Municipal Code. Minor revisions to the site plan may be necessary prior to approval of the final site plan.
4. This preliminary plat proposal as conditioned, meets the requirements set forth in the City's Sensitive Areas Ordinance.
5. This proposal is consistent with the 1996 Comprehensive Plan map and as conditioned herein will be consistent with the pertinent development policies applicable to this development.
6. To meet the concurrency requirement for street and road improvements, the applicant should contribute on a proportionate share basis towards the Citywide Transportation Improvement Program (TIP) and towards impacts to county streets as a result of this development. These measures will adequately mitigate the project's impact to the public street system.
7. The proposed plat, as conditioned, will make appropriate provisions for the public health, safety, and general welfare and for drainage, streets, schools, parks and recreation, sidewalks, water supply, sanitary wastes, and open space. It will also serve the public interest.
8. In order to ensure the rear yard privacy of lot 6, a 6' high sight-obscuring fence should be constructed along the north boundary of lot 5 and the south boundary of lot 7.

B. DECISION:

Based upon the foregoing findings of fact and conclusions, the Hearing Examiner APPROVES the preliminary plat request, subject to the following conditions:

1. Prior to a final building inspection being granted for lots 5 and 7, a 6' high sight-obscuring fence shall be constructed along the north boundary of lot 5 and the south boundary of lot 7.
2. Prior to preliminary plat approval, the applicant shall revise the buffer averaging proposal for Wetland B so that the total area contained within the buffer after averaging is no less than that contained within the standard buffer prior to averaging, or the buffer averaging for Wetland B shall be eliminated. (MDNS #1)
3. Prior to construction plan approval, the applicant shall submit a detailed mitigation planting plan to address impacts associated with the storm drainage outfall construction within the buffer area. (MDNS #2)
4. The applicant shall coordinate with the Parks Director to establish a north/south trail easement across Tract(s) 995 and/or 996 prior to final plat approval. (MDNS #3)
5. The applicant shall abandon the existing septic system in accordance with Snohomish Health District standards.
6. Any proposed grading or construction activity (including rockery and pond construction) shall take into consideration the root systems of the adjacent trees located within the NGPA, or other trees identified to be saved. Orange clearing limits fencing shall be installed along the tree driplines of all NGPA and save tree areas prior to any site work. The City shall inspect all erosion control measures, and clearing limits fencing prior to the start of clearing and grading work. (MDNS #5)
7. The applicant's geotechnical engineer shall closely monitor the earthwork during construction to ensure both the type of fill used is appropriate and that the fill is placed and compacted properly. A letter from the geotechnical engineer shall be submitted prior to final plat approval to verify that all of the recommendations outlined in the geotechnical investigation have been followed and that the fill has been properly placed. (MDNS #6)
8. The applicant shall participate on a proportionate share basis towards the City's street system in the amount of **\$38,935.50**. Payment shall be made prior to final plat approval. (MDNS #7)
9. Wetland fencing and signage adjacent to a regulated wetland or stream corridor shall be constructed with pressure treated posts and rails, and cemented into the ground with either cedar or treated rails. Alternative materials may be used subject to approval by the City. Signs designating the presence of the environmentally sensitive area shall be posted along the buffer boundary. The signs shall be posted at a rate of one sign per 100 feet (at minimum). (MDNS #8)
10. The applicant shall participate on a proportionate share basis towards the County's street system in the amount of **\$7,651.22**. Payment shall be made prior to final plat approval. (MDNS #9)

Dated this 8 day of February, 2005



Kevin McDonald, AICP
Hearing Examiner Pro Tem

RECONSIDERATION:

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

JUDICIAL APPEAL:

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

EXHIBITS:

The following exhibits were offered and entered into the record:

1. Application received 7/22/04
2. Vicinity Map
3. Proposed Preliminary Plat Map received 7/22/04 (Superceded)
4. Preliminary Clearing & T.E.S.C. Plan 7/22/04 (Superceded)
5. Preliminary Landscape Plan 7/22/04
6. Environmental Checklist
7. Adjacent Property Owners within 300'
8. Title Report
9. Critical Areas Report received 7/22/04
10. Geotechnical Engineering Report received 7/22/04
11. Preliminary Drainage Report received 7/22/04
12. Traffic Impact Study received 7/22/04
13. Traffic Study Checklist
14. Traffic Mitigation Offer to Snohomish County
15. Letter from Alan Murray, Evergreen Engineering Services Inc., dated 7/22/04
16. Durable General Power of Attorney
17. Letter to Justin Harmon, Harbour Homes, from Tom Lucas, dated 7/20/04
18. Request for Review Checklist
19. Affidavit of Posting
20. Affidavit of Publication
21. RFR comments from Police Dept.
22. RFR comments from Marysville Fire District
23. RFR comments from Deryl Taylor
24. RFR comments from Parks & Recreation Dept.
25. RFR comments from Land Development-Samantha Stoughtenger
26. RFR comments from Snohomish Health District
27. Letter to Alan Murray from David Ostergaard, dated 8/6/04
28. Letter to Alan Murray from David Ostergaard, dated 8/6/04
29. RFR comments from Snohomish Co. Public Works
30. RFR comments from Marysville School District
31. Letter to James Egge & Associates, dated 8/10/04
32. Letter to Alan Murray from Samantha Stoughtenger dated 8/20/04
33. RFR comments from PUD
34. RFR comments from Dept. of Ecology
35. Letter to James Egge & Associates, dated 10/8/04
36. Letter from R. Alan Murray, received 11/12/04
37. Revised Site Plan, Figure 2, from Geotechnical Engineering Report
38. Letter from R. Alan Murray, received 11/12/04
39. Letter from R. Alan Murray, received 11/12/04
40. Preliminary Clearing & T.E.S.C. Plan received 11/12/04
41. Proposed Preliminary Plat Map received 11/12/04 (Superceded)
42. Mitigation Planting Plan received 11/12/04 (Superceded)
43. Critical Areas Report received 11/12/04
44. Revised Preliminary Drainage Report received 11/12/04

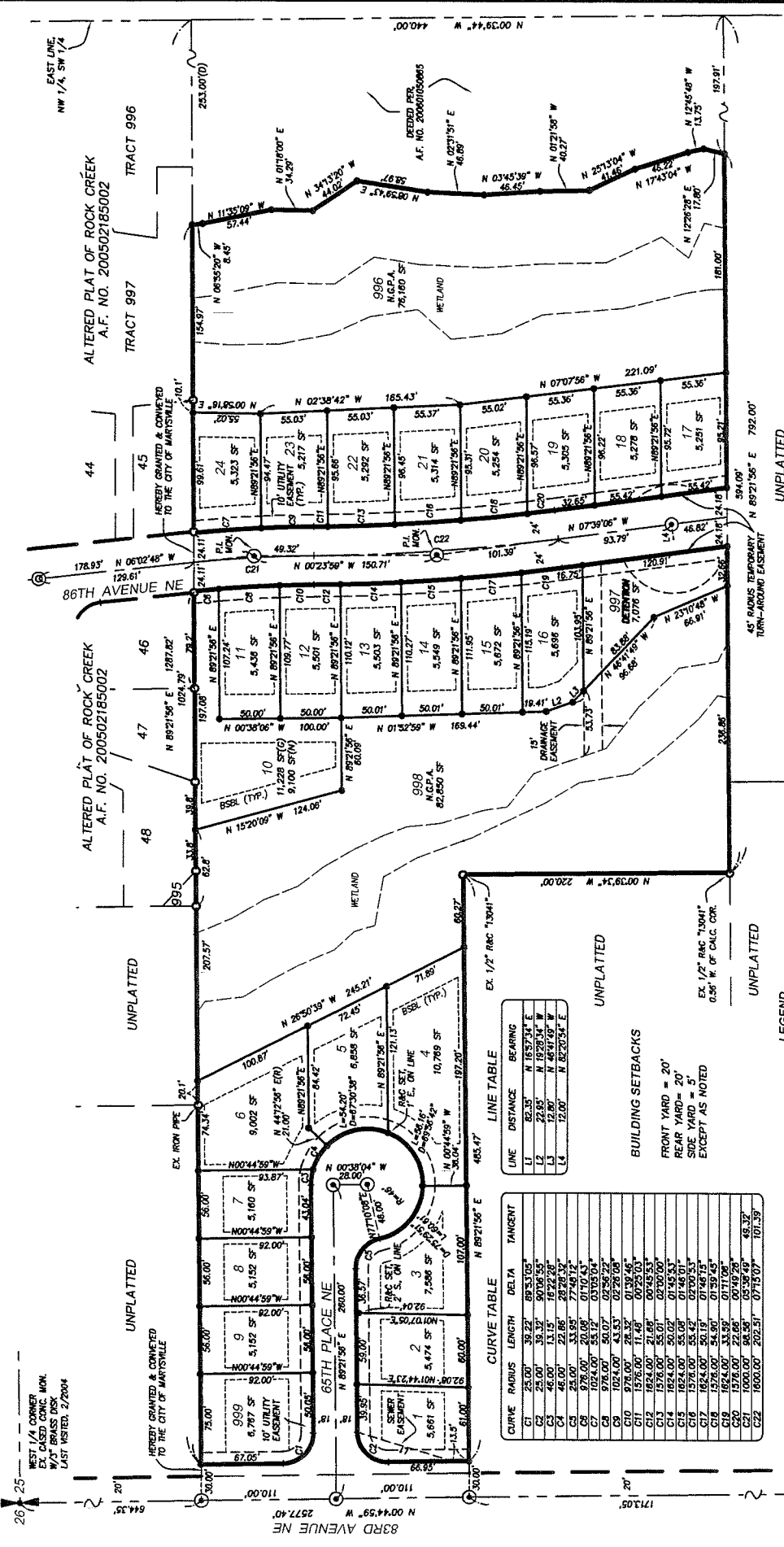
45. Request for Review Checklist
46. RFR comments from Land Development-Samantha Stoughtenger 11/24/04
47. Letter to James Egge & Associates dated 12/2/04
48. Letter to R. Alan Murray, dated 12/10/04
49. Letter to R. Alan Murray, dated 12/10/04
50. Letter to R. Alan Murray, dated 12/10/04
51. Proposed Preliminary Plat Map received 12/28/04
52. Reduced Preliminary Plat Map
53. Mitigated Determination of Non-Significance
54. Affidavit of Posting
55. Letter from Brent Raasina, Snohomish Health District, dated 1/14/05
56. Affidavit of Posting
57. Letter from Brent Raasina dated 1/26/05
58. Staff Recommendation

PARTIES of RECORD:

Jim Egge
10807 25th St SE
Everett, WA 98205

Cheryl Dungan
Marysville Community Development Department
80 Columbia Avenue
Marysville, WA 98270

Tom & Twyla Lucas
6517 83rd Ave NE
Marysville, WA 98270



SUMMIT AT ROCK CREEK
PA 04021

IN THE NW 1/4 OF THE SW 1/4 OF SECTION 25, T.50N., R.5E., W.M.
CITY OF MARYSVILLE, SNOHOMISH COUNTY, WASHINGTON

JOB NO. 2006033
DATE: 2/04/08
DWG BY: KMC
SHEET 2 OF 2

ORCA Land Surveying
3605 COLBY AVENUE, EVERETT, WA 98201
425-255-3400 FAX: 425-255-1616



LEGEND

- SET 1/2" x 24" REBAR W/CAP "ORCA 20719"
- EXISTING 1/2" REBAR W/CAP "29276/32434/36811/35145", EXCEPT AS NOTED
- ⊙ SET CASING CONCRETE MONUMENT W/BRASS DISK "ORCA 20719"
- ⊕ EXISTING CASING CONC. MON. W/1 5/8" BRASS DISK & x "36811"
- RAC REBAR WITH CAP
- N.G.P.A. NATIVE GROWTH PROTECTION AREA
- (R) RADIAL BEARING
- (M) MEASURED
- (P) ALTERED PLAT OF ROCK CREEK, A.F. NO. 200502185002

EQUIPMENT AND PROCEDURES

INSTRUMENTATION: LEICA TCR1205 TOTAL STATION

METHOD OF SURVEY: FIELD TRAVERSE OF EXISTING MONUMENTATION

PRECISION: MEETS OR EXCEEDS W.A.C. 332-130-090 REQUIREMENTS

BASIS OF BEARINGS: THE MONUMENTED WEST LINE OF THE SW 1/4 OF SECTION 25, AS THE BEARING OF N 0744'59" W PER THE ALTERED PLAT OF ROCK CREEK, RECORDED UNDER AUDITOR'S FILE NUMBER 200502185002.

BASIS OF SECTION SUBMISSION: ALTERED PLAT OF ROCK CREEK, RECORDED UNDER AUDITOR'S FILE NUMBER 200502185002, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

A.F. NO. _____

EASEMENT PROVISIONS

UTILITY EASEMENT

AN EASEMENT IS HEREBY RECEIVED FOR AND GRANTED TO **PUGNET SOUND ENERGY, INC.**, GAS COMPANY; **VERIZON TELEPHONE COMPANY, PUBLIC UTILITY DISTRICT ELECTRIC COMPANY**, AND **COMCAST CABLE COMPANY** AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THE PRIVATE STREET(S), IF ANY, AND THE EXTERIOR (10) FEET OF ALL LOTS, TRACTS AND SPACES WITHIN THE PLAT LYING PARALLEL WITH AND ADJOINING ALL STREET(S); IN WHICH TO CONSTRUCT, OPERATE MAINTAIN, REPAIR, REPLACE AND ENLARGE UNDERGROUND PIPES, CONDUITS, CABLES, AND WIRES WITH ALL NECESSARY OR CONVENIENT UNDERGROUND OR GROUND MOUNTED APPURTENANCES THEREFOR FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH TELEPHONE, CABLE, TELEVISION AND OTHER UTILITY SERVICES, TOGETHER WITH THE RIGHT TO ENTER UPON THE STREETS, LOTS, TRACTS AND SPACES AT ALL TIMES FOR THE PURPOSES HEREIN STATED.

TEMPORARY TURN-AROUND EASEMENT

A 45 FOOT RADIUS TEMPORARY TURN-AROUND EASEMENT IS HEREBY GRANTED TO THE PUBLIC USE UPON LOTS 17, AND 18 AND TRACT 997 FOR ROAD PURPOSES. THIS EASEMENT SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL THE PUBLIC STREET IS EXTENDED TO THE SOUTH, ACCEPTED AND MAINTAINED BY THE CITY OF MARYSVILLE OR SNOHOMISH COUNTY.

LINE TABLE

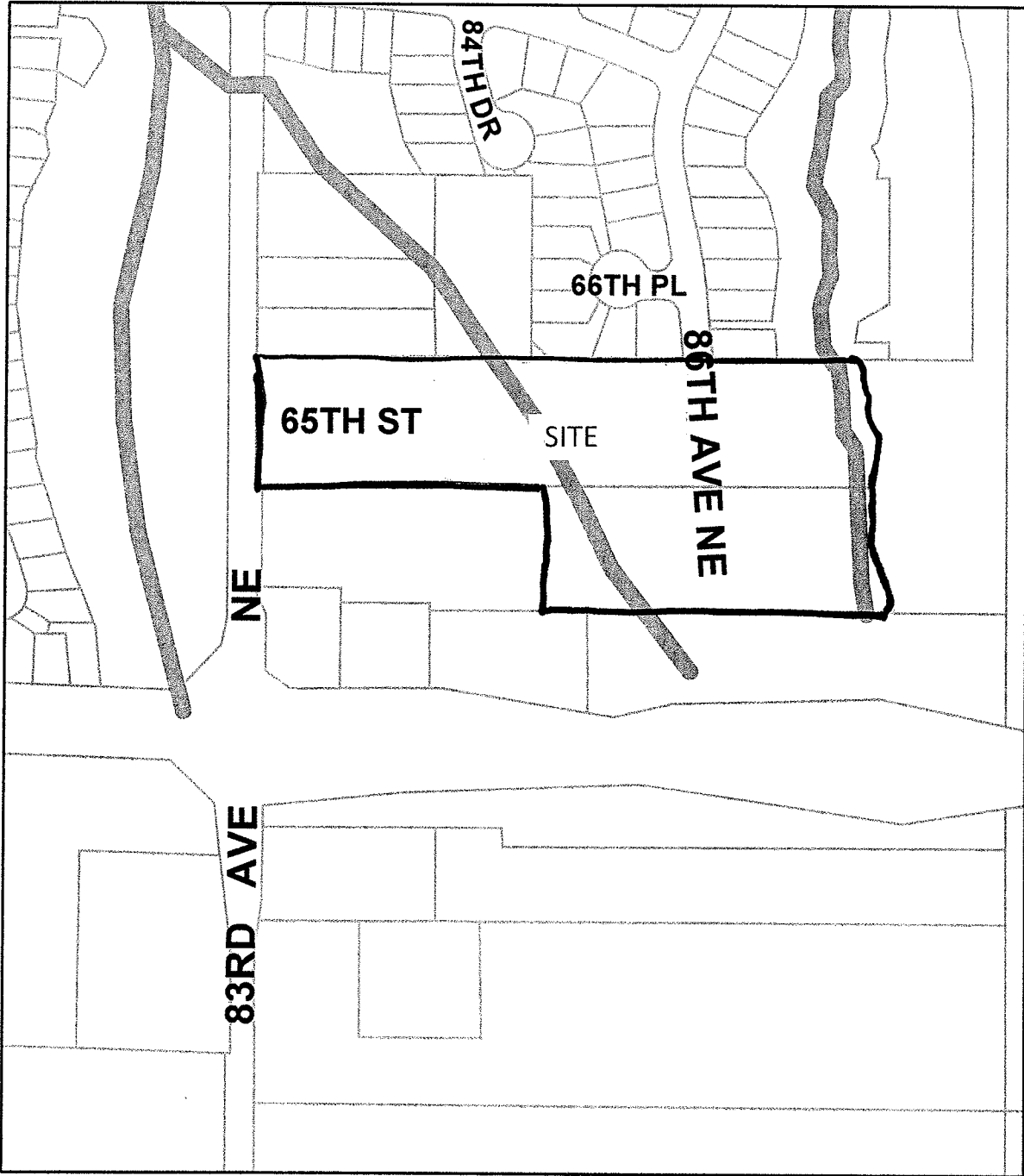
LINE	DISTANCE	BEARING
L1	82.35'	N 18 57' 34" E
L2	12.30'	N 46 14' 48" W
L3	12.00'	N 82 20' 54" E

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	TANGENT
C1	25.00'	38.27'	89.53105°	10.00000'
C2	46.00'	11.13'	16 22' 32"	10.00000'
C3	25.00'	33.85'	77 49' 12"	10.00000'
C4	25.00'	33.85'	77 49' 12"	10.00000'
C5	25.00'	33.85'	77 49' 12"	10.00000'
C6	25.00'	33.85'	77 49' 12"	10.00000'
C7	25.00'	33.85'	77 49' 12"	10.00000'
C8	25.00'	33.85'	77 49' 12"	10.00000'
C9	25.00'	33.85'	77 49' 12"	10.00000'
C10	25.00'	33.85'	77 49' 12"	10.00000'
C11	25.00'	33.85'	77 49' 12"	10.00000'
C12	25.00'	33.85'	77 49' 12"	10.00000'
C13	25.00'	33.85'	77 49' 12"	10.00000'
C14	25.00'	33.85'	77 49' 12"	10.00000'
C15	25.00'	33.85'	77 49' 12"	10.00000'
C16	25.00'	33.85'	77 49' 12"	10.00000'
C17	25.00'	33.85'	77 49' 12"	10.00000'
C18	25.00'	33.85'	77 49' 12"	10.00000'
C19	25.00'	33.85'	77 49' 12"	10.00000'
C20	25.00'	33.85'	77 49' 12"	10.00000'
C21	25.00'	33.85'	77 49' 12"	10.00000'
C22	25.00'	33.85'	77 49' 12"	10.00000'

BUILDING SETBACKS

FRONT YARD = 20'
REAR YARD = 20'
SIDE YARD = 5'
EXCEPT AS NOTED



City limits	Recoveries - areas	Mixeduse overlay	Mixed Use	R8 Single Family High Small Lot
Urban growth area	Recoveries - lines	Waterfront overlay	General Industrial	R6.5 Single Family High
Deferments	Road	General Commercial	Light Industrial	R4-8 Single Family High
Annexation covenants	Sewer	Downtown Commercial	R28 Multi-Family High	R4.5 Single Family Medium
New language	Water	Community Business	R18 Multi-Family Medium	Public-Institutional
FALSE	Main fees	Business Park	R12 Multi-Family Low	Recreation
TRUE	Sewer	Neighborhood Business	R6-18 Multi-Family Low	Open
	Water			

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

FINAL PLAT CHECK LIST

FINAL PLAT CHECK LIST			
Plat Name:	<i>The Glen @ Whiskey Ridge</i>	PA #	<i>04 - 021</i>
Item	Department	Initials	Date
1. Plat Map- Checked & Approved	Land Dev.	<i>RD</i>	<i>2/25/08</i>
	Planning	<i>CRD</i>	<i>2/21/08</i>
2. Letter of Segregation to Assessor	Planning	<i>CRD</i>	<i>2/21/08</i>
3. Water System/Sewer System			
Letter of Acceptance	Const. Insp.	<i>(Signature)</i>	<i>2-25-08</i>
Asbuilts - Including Digital Files	Const. Insp.	<i>(Signature)</i>	<i>12-07</i>
Bill(s) of Sale	Const. Insp.	<i>(Signature)</i>	<i>12-07</i>
Maintenance and Warranty Funding	Const. Insp.	<i>(Signature)</i>	<i>2-21-08</i>
4. Road/Storm Sewer			
Letter of Acceptance	Const. Insp.	<i>(Signature)</i>	<i>12-25-08</i>
Asbuilts - Including Digital Files	Const. Insp.	<i>(Signature)</i>	<i>12/07</i>
Bill(s) of Sale	Const. Insp.	<i>(Signature)</i>	<i>12/07</i>
Maintenance and Warranty Funding	Const. Insp.	<i>(Signature)</i>	<i>2-21-08</i>
5. Performance Bond - Submitted/Approved			
(If Required - Road and Storm Drain Only)	Const. Insp.	<i>(Signature)</i>	<i>2-21-08</i>
6. Inspection Fees - Calculated and Paid	Const. Insp.	<i>(Signature)</i>	<i>2-21-08</i>
7. Final Plat Fee - Calculated and Paid	Planning	<i>CRD</i>	<i>6/8/06</i>
8. TIP Fees: <i>city \$38,935.50 county \$7,656.22</i>	Planning	<i>CRD</i>	<i>2/21/08</i>
9. Parks Mitigation Fees: <i>\$26,760</i>	Planning	<i>Prior to Bldg permits CRD</i>	<i>2/21/08</i>
10. School District Mitigation Fees: <i>\$202,416</i>	Planning	<i>Prior to bldg permits</i>	<i>2/21/08</i>
11. Signage and Striping Installed	Const. Insp.	<i>(Signature)</i>	<i>10/07</i>
12. Final Grading and TESC Inspection	Const. Insp.	<i>(Signature)</i>	<i>2-21-08</i>

13. Satisfied Hearing Examiner's Conditions of Approval	Planning	CAD	2/22/08
14. Utility/Recovery/Main Fees	Land Dev.	RJ	2/05/08

Plat Approved for Recording:

Community Development Director: *Jim DeLash*

Date: 2/22/08

City Engineer:

Date:

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