

Marysville City Council Work Session

January 4, 2010

7:00 p.m.

City Hall

Call to Order

Pledge of Allegiance

Roll Call

Committee Reports

Presentations

Discussion Items

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

1. Approval of December 7, 2009 City Council Work Session Minutes.

Consent

2. Approval of December 2, 2009 Claims in the Amount of \$87,939.54; Paid by Check No.'s 59586 through 59692 with No Check No.'s Voided.
3. Approval of December 16, 2009 Claims in the Amount of \$967,418.67; Paid by Check No.'s 59841 through 60014 with Check No. 58484 Voided.
4. Approval of December 23, 2009 Claims in the Amount of \$1,314,054.84; Paid by Check No.'s 60015 through 60182 with No. Check No.'s Voided.
5. Approval of December 18, 2009 Payroll in the Amount of \$951,265.29; Paid by Check No.'s 22157 through 22207.

Review Bids

Public Hearings

New Business

6. Final Plat PRD of Shasta Ridge Phase I.
7. "Brutus" Citizen Initiated Comprehensive Plan Amendment (PA 09001).
8. Local Agency Haul Road/Detour Agreement with WSDOT for the SR 529 Bridge Replacement Project.
9. Jones Creek Flood Damage Repairs Project, Starting the 45-Day Lien Filing Period for Project Closeout and Authorize Change Order No. 1.
10. Contract for Use of Park Property – Marysville Historical Society.

Work Sessions are for City Council study and orientation – Public Input will be received at the January 11, 2009 City Council meeting.

Marysville City Council Work Session

January 4, 2010

7:00 p.m.

City Hall

11. State of Washington Intergovernmental Agreement for State Purchasing Cooperative.
12. A **Resolution** of the City of Marysville Revising Resolution Number 2260, and Adopting Revisions to the Personnel Rules of the City of Marysville, Health and Welfare Benefits – Employee Wellness.
13. An **Ordinance** of the City of Marysville, Washington Making Technical Correction to Specify the Form of Security for Performance Under Chapter 19.24 MMC, Critical Areas Management, by Amending Section(s) 19.24.150 and 19.24.270MMC.
14. An **Ordinance** of the City of Marysville, Washington Repealing the Existing Chapter 19.51 MMC, Security for Performance and Maintenance, and Adopting a New Chapter 19.51 MMC Making Changes in Enforcement of the Security Provided.

Legal

Mayor's Business

Staff Business

Call on Councilmembers

Executive Session

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

Adjourn

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

COUNCIL



MINUTES

Work Session
December 7, 2009

Call to Order / Invocation / Pledge of Allegiance

Mayor Kendall called the meeting to order at 7:00 p.m. and 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, City Attorney Grant Weed, Chief Smith, Community Development Director Gloria Hirashima, Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, Police Lieutenant Darin Rasmussen, Financial Planning Manager Denise Gritton, Administrative Division Manager Bob Dolhanyk, and Recording Secretary Laurie Hugdahl.

Committee Reports

Presentations

Discussion Items

Approval of Minutes

1. Approval of November 4, 2009 City Council Budget Workshop Minutes.
2. Approval of November 9, 2009 City Council Meeting Minutes.

3. Approval of November 16, 2009 City Council Meeting Minutes.

Consent

4. Approval of November 11, 2009 Claims in the Amount of \$409,142.07; Paid by Check No.'s 59158 through 59269 with No Check No.'s Voided.
5. Approval of November 18, 2009 Claims in the Amount of \$502,926.86; Paid by Check No.'s 59270 through 59415 with Check No. 49060 Voided.
6. Approval of November 25, 2009 Claims in the Amount of \$425,715.04; Paid by Check No.'s 59416 through 59585 with Check No. 59089 Voided.
7. Approval of December 2, 2009 Claims.
8. Approval of November 20, 2009 Payroll in the Amount of \$763,822.68; Paid by Check No.'s 22058 through 22106.

Review Bids

9. Award Ingraham Boulevard Project to SRV Construction, Inc. in the Amount of \$2,775,249.96 Including Washington State Sales Tax and Approve a Management Reserve of \$138,762.50 for a Total Allocation of \$2,914,812.46.

Public Works Director Kevin Nielsen stated that staff is very happy with the bid amount from SRV. Marsh Bank initially appeared to be the low bidder but they made a math error which changed their bid amount bottom line. Staff is eager to award this and get it constructed for the high school.

Public Hearings

10. Public Hearing to be held on December 14, 2009 to Consider a New Ordinance Chapter 3.103 of the Marysville Municipal Code Creating a Multifamily Housing Property Tax Exemption Code and Designating a Residential Targeted Area (refer to item 27).

Director Hirashima explained that this coincides with the downtown plan area and relates to new multifamily housing tax exemption.

Councilmember Rasmussen noted that the program requirements prohibit tenant displacement and state that the property must be unoccupied for 12 months. Director Hirashima explained that since it also requires that it be new construction, these will not be issues.

11. Public Hearing to be held on December 14, 2009 regarding Planning Commission Recommendation for Zoning Code Amendment: Master Planned Senior Community Code (refer to item 28).

Director Hirashima remarked that the intent of this is to allow for senior master plan communities in a variety of zones. This provides for senior housing at a planned community level.

Councilmember Rasmussen asked Director Hirashima for her input about the two acre minimum requirement which was recommended by the Planning Commission in the first draft. There was some discussion about this, but Director Hirashima informed the Council that this had been revised. The Planning Commission had eliminated the two-acre requirement and instead included a minimum unit number. Twenty units must be included and at least 50% of those must be senior units.

Councilmember Seibert expressed concerns about people who might want to change the type of use at a later date. Director Hirashima explained that there are covenants related to affordable housing. City Attorney Grant Weed further explained these restrictions. Councilmember Seibert stressed that it needs to be restricted to state that they cannot reconvert it. Director Hirashima and City Attorney Weed indicated that they would review this and make a recommendation.

New Business

12. Plat of Palmer Place – Plat Extension (PA 04-034).

Director Hirashima explained that this is a plat extension in conformance with the historic property code. The Planning Commission has reviewed this and has recommended approval of the Historic Preservation Agreement in order for the applicant to receive the requested exemption.

13. Historic Preservation Agreement between Courtney C. Williams / Marysville Opera House and the City of Marysville.

Marysville Opera House had previously applied for and received a historic property special valuation under state law. The Planning Commission has reviewed this and has recommended approval of the Historic Preservation Agreement in order for the applicant to receive the requested exemption.

14. Visitor and Community Information Center Services Agreement with the Greater Marysville Tulalip Chamber of Commerce and the City of Marysville.

CAO Swenson stated that this is the exact same agreement as 2009. Councilmember Rasmussen asked if the quarterly meetings need to be a requirement. CAO Swenson agreed that it could be changed to an annual requirement.

15. Interlocal Agreement with Snohomish County for Emergency Management Services.

Chief Smith explained that that this is a renewal with the county for services. It went up from \$1.05 to \$1.06 per capita. Otherwise the agreement is the same. He acknowledged Bob Dolhanyk for his excellent work with DEM. He has fostered a great relationship with them. He also recognized the great work that Nancy has done

16. Buy / Sell Agreement with Habitat Bank, LLC in the Amount of \$100,800.00.

Director Nielsen stated that this is accepted by Washington Fish and Wildlife, US Army Corps, DOE, and Department of Commerce. This resides in our Watershed Area #7.

17. State Funding Agreement Supplement No. 1 with WSDOT for the 47th Avenue NE Improvements Project.

Director Nielsen stated that the project was awarded on November 9. This agreement deobligates TIB funds because the bid came in cheaper.

18. Acceptance of the 2009 Watermain Renewal and Replacement of the 47th Avenue Project Starting the 45-Day Lien Filing Period for Project Closeout.

Director Nielsen stated that the watermain is complete and tested satisfactorily. They are ready to start the 45-day lien period.

19. Interlocal Agreement between Snohomish County and the City of Marysville Concerning the Completion of Improvements to the Intersection of 51st Avenue NE and 100th Street NE.

City Attorney Grant Weed informed the Council that this type of interlocal agreement requires adoption of an ordinance by the City and adoption of a resolution by the County. An ordinance will accompany this action and be in the packet next week. This would apply anywhere they would be doing work in our right-of-way within city limits.

20. Interlocal Agreement with Snohomish County for Jail Services.

Chief Smith stated that this is a renewal with modifications. Grant Weed's office listened and got information from WCIA to shore this up. Councilmember Nehring asked about the rate. Lieutenant Rasmussen stated that the rate went down a little bit in 2010. Chief Smith added that they are working on a reciprocity agreement with other jurisdictions which will represent a 30% savings on overall jail expenditures for inmate housing next year. Councilmember Nehring asked about electronic home detention. Chief Smith stated that it is in-house and will not be contracted out with the County. CAO Swenson stated that there was a lot of concern when Sherriff Lovick took over the jails, but he has

done a great job addressing the concerns such as work release and work crews. Chief Smith also commended the work Sherriff Lovick has done.

Councilmember Soriano asked about the duration of the agreement. Chief Smith stated that it is for five years, but can probably be adjusted at any time. Councilmember Soriano referred to the formula for the use of in-custody work crews. Chief Smith said it is a general work formula that they use, but noted that Marysville does not use these at all.

21. Professional Services Agreement between the City of Marysville and Calm River, Inc. for Annexation Census Services.

Director Hirashima stated that this firm has done many censuses. This year the census is too big for the city to do internally. State law requires that it be done within 60 days. They will be setting up an office in the city and a city contact person will be designated as well. The contract amount is \$92,217 for the estimated number of housing units and \$12 for housing unit over that amount.

Councilmember Rasmussen liked the fact that they are providing a phone number that people can call in to complete the census.

Councilmember Vaughan asked who they would be sending to residences. Director Hirashima thought that it would probably be college students.

Councilmember Vaughan thought it might be nice if they hired locally. Director Hirashima said she would look into it.

Councilmember Seibert asked if they were required to do some sort of background check for the workers. Director Hirashima didn't think so, but said they are required to do a confidentiality agreement.

Director Hirashima noted that the OFM is very strict about getting names. If they do not get names the information cannot be counted.

22. Discussion of Additional 1% Utility Tax.

CAO Swenson reminded Council that this was discussed during the budget process. We are currently at 5% and have the ability to go up to 6%. She stated that it does not have to be taken on all of the utilities. In the past the City has increased this when there was a need for revenues and then backed it down. Director Langdon discussed the types of utilities this relates to.

Councilmember Seibert asked which types of telephone services would be covered. Director Langdon stated that it is for any telephone-like activity. Councilmember Rasmussen said she would not be interested in raising taxes on gas or electric since they disproportionately impact lower-income residents who may have worse insulation

and older, more poorly constructed homes. She stated that she would be interested in seeing more information about the telephone tax.

Councilmember Wright asked if this is just on residential. Director Langdon said it would be for the total city.

23. Discussion Relating to School Impact Fees and Amending Certain Sections of the Marysville Municipal Code.

Director Hirashima said the City Council asked the Planning Commission to look at the school impact fee formula. The Planning Commission reviewed this and is recommending that the discount factor be assessed at .5 instead of .25. This would be consistent with Snohomish County and surrounding jurisdictions. A second ordinance establishes an additional administrative fee for collection and accounting of school impact fees.

Councilmember Seibert said he would like to see a letter from the school district expressing support of this. CAO Swenson said they would try to get something in writing. Director Hirashima pointed out that the district representatives did not say they were supportive of this; they just said they would not oppose it. Councilmember Rasmussen did not feel it was necessary to get something in writing since Mr. Baker was already sent to testify on behalf of the school district. Director Hirashima commented that the school district representatives seemed to feel that the discount factor was a preferred way of adjusting the formula.

Councilmember Soriano asked Director Hirashima for a picture of the market conditions in 2001 when the .25 amount was proposed. Director Hirashima indicated she could provide building permit information from 2001 versus now, but her opinion was that it was more of a political decision of the Council at that time as opposed to a reflection of the economic climate. Councilmember Seibert discussed other factors that may have been part of that decision.

24. Discussion Relating to Admission Tax.

CAO Swenson discussed activities which would be impacted by the proposed admission tax.

Councilmember Rasmussen said she would not be in favor of admission tax for items 3, 4, and 5. She asked for more information about item 2. CAO Swenson said there are only two establishments in Marysville that charge cover charges, JR Phinickey's and The Village (only occasionally). Both of these establishments have pull tabs and gambling so are already set up to report to the city on a regular basis. City Attorney Weed said that item 2 closes a loophole for businesses that would otherwise charge an admission tax. He noted that the golf course would be covered, but other government-

sponsored functions would be exempted. He pointed out that under number 6, has a very narrow list of businesses that would be taxed. This is not as broad as many cities.

25. A Resolution Supporting the Application to Snohomish County for a Community Development Block Grant (CDBG).

There were no questions regarding this.

26. A Resolution of the City of Marysville Establishing a Non-Discrimination Policy for City Parks and Recreation Facilities and Programs.

Director Ballew stated that this is legislatively required as of 1/1/10.

27. An Ordinance of the City of Marysville, Washington Enacting a New Chapter 3.103 Marysville Municipal Code Entitled Multifamily Housing Property Tax Exemption.

(Covered above)

28. An Ordinance of the City of Marysville, Washington Establishing Development Regulations for Master Planned Senior Communities, Amending MMC 19.08.030 to Add Master Planned Senior Communities to the Table of Residential Land Uses, and Adopting a New Chapter 19.47 of the Marysville Municipal Code.

(Covered above)

29. An Ordinance of the City of Marysville, Washington Amending the 2009 Budget and Providing for the Adjustment of Certain Expenditure Items as Budgeted for in 2009 and Amending Ordinance No. 2751, Amending Ordinance No. 2761, Amending Ordinance No. 2764 and Amending Ordinance No. 2777.

Finance Director Langdon reviewed the amendments.

30. An Ordinance of the City of Marysville, Washington Adopting an Update to the City's Surface Water Comprehensive Plan.

Director Nielsen pointed out that there is a CD behind the executive summary. Overall, surface water program is doing very well, but in the coming years they will be spending more money on the regulatory program activities (NPDES Phase II permit). CAO Swenson commended Kevin Nielsen for the work that he has done. She noted that the City is very far ahead of other jurisdictions.

31. An Ordinance of the City of Marysville, Washington Amending Marysville Municipal Code Section 19.14.095 Related to Small Lot Single Family Development Standards.

Director Hirashima explained that this is an ordinance revising the single-family design standards. The revisions would provide more flexibility for builders and allow them to meet the design standards goals in a variety of ways.

32. An Ordinance of the City of Marysville, Washington Amending Marysville Code Section 19.14.080 Related to Temporary Uses-Permitted Uses.

Director Hirashima said this is a revision to allow for temporary sales trailers to be located in subdivisions.

Other:

Jim Ballew informed Council that a lease agreement for the tenants of the Mother Nature's Window property would be on the agenda for next week.

Legal

Mayor's Business

Motion made by Councilmember Seibert, seconded by Councilmember Nehring, to appoint Donna Wright as a representative of the Snohomish Health District. Motion passed unanimously (7-0).

Staff Business

Chief Smith:

- He referred back to the discussion about the work release formula and clarified that we do not do work release so the formula is irrelevant.
- There will be no Public Safety meeting this month.
- A memorial will be held tomorrow for the four Lakewood officers.
- The remodel is nearing the end. He commended Mike and Marty for the work that they have done. This will help the department expand and provide more room.
- The Night Team is checking out the annexed area and it looks like the police will be busy with this area.
- He praised Sgt. Larry Buell and Officers Mike Buell, Wallace Forslof, Adam Vermeulen and Josh Benson who all went over to the Brenton house and put up Christmas lights and decorations last week.
- Sergeant interviews recently were very intense; there were some very tough choices. He announced that Joby Johnson will be promoted to sergeant on December 16.
- Lieutenant testing has been happening also.
- They are pulling a community policing strategy together.

Gloria Hirashima had no further comments.

Jim Ballew stated that he had a great time this weekend. The weather was good and there was a good turnout.

Kevin Nielsen:

- Mike and Marty are the two people in PW who work in facilities. They have done an amazing job at the police department as well as the golf course.
- The striping on 27th is done.
- Anti-icing agent is currently being put on the road.
- He confirmed the January 8 Public Works committee meeting.
- He discussed new positions in public works.

Sandy Langdon reported that there would be no Finance Committee meeting for December.

Grant Weed:

- Discussed an audit on land use and development regulations that was required by the WCIA. He recognized the huge amount of work Gloria Hirashima and the Community Development department have done. He added that over the last year there have been a large number of development code related ordinances. This has been a good year to look at regulations since applications were down, resulting in extra time. They have done a great job of bringing code and new ideas to Council for consideration.
- He discussed an article and picture in the *Marysville Globe* regarding a mysterious safe that the original mayor of Marysville had. He pointed out that the picture was featured above an advertisement about “breaking the bank”.
- He stated the need for an Executive Session to consider two potential litigation matters - one labor negotiations item and one item concerning lease of real property. He estimated that they would need 30 minutes. Action was expected on one item concerning real property lease.

Mary Swenson:

- Great job by the Parks department over the weekend.
- Golf course restaurant is coming along very nicely.
- Gloria Hirashima has been named *Public Employee of the Year* by Master Builders of King and Snohomish County and APA.
- Regarding the police shootings in Lakewood, there was an immediate response at the department. Chief Smith has spent time with every crew discussing safety. The Chief also spent some time with the Brentons and posted a car there for a 24-hour period. She discussed reactions to the shootings. The City will have representatives at the funeral. Chief Smith also went down to Lakewood and visited with the department. He extended offers of any help that they might need.

Call on Councilmembers

Jeff Vaughan had no comments.

Carmen Rasmussen:

- She commended Parks staff for the Merrysville for the Holidays.
- She asked if the meeting with the Tribes has been cancelled. Mayor Kendall stated that it had been.
- She extended condolences to the City of Lakewood, families, the police department and the law enforcement community as a whole. She was pleased that the city was able to offer support to the community.
- She asked if the “Buy Local” campaign was assisting sales tax revenues. Mary Swenson said they are still waiting for numbers from October, but she thought that they were doing well. She noted that Everett sends out notices in their utility bills to remind citizens to buy local. The city is considering doing that.

Mayor Nehring asked about supporting the t-shirt program for Officer Brenton’s family. Mary Swenson indicated they would look into that.

Donna Wright had no comments.

Lee Phillips had no comments.

John Soriano was glad the city was able to offer support to Lakewood.

Jeff Seibert:

- Christmas in the Park was very well-attended. It was a nice event.
- Cedar Street got tagged a couple weeks ago. He asked if notices had been sent out about cleanup. The Park-and-Ride was also tagged.

Mayor Kendall informed Council that the official dedication of the Park and Ride would be next Tuesday at 10 a.m. CAO Swenson commented that Mayor Kendall went out there at 4:00 in the morning when they started service to meet the first bus.

Jim Ballew informed Council that Mickey Schroeder, a volunteer at the senior center for many years, passed away over the weekend.

Mayor Kendall recessed the meeting at 8:56 p.m. before reconvening into Executive Session to discuss two potential litigation items expected to take 30 minutes with action expected on one item concerning a real property lease.

Executive Session

A. Litigation – one item concerning labor, pursuant to RCW 42.30.110(1)(i)

B. Personnel

C. Real Estate – one item concerning lease of real property, pursuant to RCW 42.30.110(1)(b)

Motion made by Councilmember Phillips, seconded by Councilmember Rasmussen, to extend the Executive Session 30 minutes. **Motion** passed unanimously (7-0).

Motion made by Councilmember Phillips, seconded by Councilmember Rasmussen, to approve the Lease with NW Food and Beverage LLC as discussed in Executive Session. **Motion** passed unanimously (7-0).

Adjournment

Seeing no further business Mayor Kendall adjourned the meeting at 10:00 p.m.

Approved this _____ day of _____, 2009.


Mayor
Dennis Kendall

Asst. Admin. Svcs. Director
Tracy Jeffries

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: January 11, 2010

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.

<p>RECOMMENDED ACTION:</p> <p>The Finance and Executive Departments recommend City Council approve the December 2, 2009 claims in the amount of \$87,939.54 paid by Check No.'s 59586 through 59692 with no Check No.'s voided.</p>
<p>COUNCIL ACTION:</p>

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-12

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$87,939.54 PAID BY CHECK NO.'S 59586 THROUGH 59692 WITH NO CHECK NUMBER'S VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

Andy Anderson

AUDITING OFFICER

12/3/09

DATE

MAYOR

DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **2nd DAY OF DECEMBER 2009.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 11/26/2009 TO 12/02/2009

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
59586	NANCY ABELL	REIMBURSE SHIPPING EXPENSE	00100310.531200.	15.88
59587	KAMAL ABOUZAKI	INTERPRETER SERVICES	00102515.549000.	175.00
59588	ADVANTAGE BUILDING SERVICES	JANITORIAL SERVICES	00100010.541010.	-935.65
	ADVANTAGE BUILDING SERVICES		00100010.541010.	605.88
	ADVANTAGE BUILDING SERVICES		00100010.541010.	605.88
	ADVANTAGE BUILDING SERVICES		00101250.541010.	-1,036.46
	ADVANTAGE BUILDING SERVICES		00101250.541010.	950.52
	ADVANTAGE BUILDING SERVICES		00101250.541010.	950.52
	ADVANTAGE BUILDING SERVICES		00103530.541010.	-1,114.17
	ADVANTAGE BUILDING SERVICES		00103530.541010.	535.16
	ADVANTAGE BUILDING SERVICES		00103530.541010.	535.16
	ADVANTAGE BUILDING SERVICES		00105250.541000.	-556.64
	ADVANTAGE BUILDING SERVICES		00105250.541000.	-115.32
	ADVANTAGE BUILDING SERVICES	EXTRA CLEANING @ KBSCC	00105250.541000.	100.00
	ADVANTAGE BUILDING SERVICES	JANITORIAL SERVICES	00105250.541000.	101.80
	ADVANTAGE BUILDING SERVICES		00105250.541000.	333.69
	ADVANTAGE BUILDING SERVICES		00105250.541000.	435.49
	ADVANTAGE BUILDING SERVICES		00105380.541000.	-327.54
	ADVANTAGE BUILDING SERVICES		00105380.541000.	-327.54
	ADVANTAGE BUILDING SERVICES		00105380.541000.	-246.14
	ADVANTAGE BUILDING SERVICES		00105380.541000.	158.07
	ADVANTAGE BUILDING SERVICES		00105380.541000.	230.78
	ADVANTAGE BUILDING SERVICES		00105380.541000.	231.55
	ADVANTAGE BUILDING SERVICES		00105380.541000.	620.40
	ADVANTAGE BUILDING SERVICES		40141580.541000.	-72.16
	ADVANTAGE BUILDING SERVICES		40141580.541000.	37.73
	ADVANTAGE BUILDING SERVICES		40141580.541000.	37.73
	ADVANTAGE BUILDING SERVICES		40142480.541000.	-260.43
	ADVANTAGE BUILDING SERVICES		40142480.541000.	-260.04
	ADVANTAGE BUILDING SERVICES		40142480.541000.	-78.88
	ADVANTAGE BUILDING SERVICES		40142480.541000.	197.54
	ADVANTAGE BUILDING SERVICES		40142480.541000.	206.22
	ADVANTAGE BUILDING SERVICES		40142480.541000.	403.76
	ADVANTAGE BUILDING SERVICES		40143410.541000.	-978.88
	ADVANTAGE BUILDING SERVICES		40143410.541000.	-498.20
	ADVANTAGE BUILDING SERVICES		40143410.541000.	379.01
	ADVANTAGE BUILDING SERVICES		40143410.541000.	653.74
	ADVANTAGE BUILDING SERVICES		40143410.541000.	1,032.75
	ADVANTAGE BUILDING SERVICES		40143780.541000.	-258.50
	ADVANTAGE BUILDING SERVICES		40143780.541000.	-209.38
	ADVANTAGE BUILDING SERVICES		40143780.541000.	67.86
	ADVANTAGE BUILDING SERVICES		40143780.541000.	134.65
	ADVANTAGE BUILDING SERVICES		40143780.541000.	202.51
59589	AM TEST INC	TOTAL ORGANIC CARBON TESTS	40140780.541000.	20.00
	AM TEST INC	WATER SAMPLING	40200034.560000.W0705	2,422.00
59590	ARAMARK UNIFORM SERVICES	UNIFORM CLEANING	50100065.526000.	33.00
59591	ASL INTERPRETER NETWORK	INTERPRETER SERVICES	00102515.549000.	327.10
59592	JAMES B BALLEW	REIMBURSE MICROPHONE PKG	00105120.531060.	229.34
59593	CYNTHIA BARNES	JURY DUTY	00102515.549000.	11.10
59594	BETHANY CHRISTIAN SERVICES	REFUND DEPOSIT FOR RENTAL	001.239100.	20.00
	BETHANY CHRISTIAN SERVICES		001.239100.	80.00
59595	BILLS BLUEPRINT INC	SNO CO ANNEXATION FILES	00102020.549000.A0701	381.54

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 11/26/2009 TO 12/02/2009

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
59596	THE BOND SHOP	BOND-TOWERS, L	00100050.549000.	100.00
59597	CHARLES CALFLOOKING	JURY DUTY	00102515.549000.	14.40
59598	SUSAN C CAMPBELL		00102515.549000.	14.40
59599	CARR'S ACE HARDWARE	PARTS FOR ELEC SRVC UPGRADE	40142480.548000.	30.47
	CARR'S ACE HARDWARE	PADLOCKS	501.141100.	507.72
59600	CASE POWER AND EQUIPMENT	ALTERNATOR	50100065.534000.	651.64
59601	BRENDA CHAPMAN	REFUND CLASS FEES	00110347.376021.	10.00
59602	ASSOC OF SNO CO CITIES & TOWNS	2010 MEMBERSHIP DUES	00100110.549000.	100.00
59603	ROBERT N CLIFFORD	JURY DUTY	00102515.549000.	13.85
59604	COAST DEVELOPMENT CO LLC	WATCHDOG METER REFUND	401.245200.	151.35
59605	PETER COLLERAN	REIMBURSE SNACK PURCHASE	42047267.549000.	81.15
59606	DATABASE SECURE RECORDS DESTRUCTIO	MONTHLY SHREDDING SERVICE	00100050.548000.	43.88
59607	DEAVER ELECTRIC	REPAIR WIRING @ BOYS & GIRLS C	31000076.548000.P0908	592.00
	DEAVER ELECTRIC	REPAIRS @ RESTAURANT	42047061.549100.	1,738.01
59608	ALAN DILLAN	JURY DUTY	00102515.549000.	13.30
59609	BRIAN G DUCHER		00102515.549000.	12.75
59610	E&E LUMBER INC	HOOKS	00100010.548000.G0902	1.11
	E&E LUMBER INC	MATERIAL TO PATCH HOLES @ B &	31000076.548000.P0908	19.28
	E&E LUMBER INC	ADAPTER	50200050.531000.	3.36
59611	WA DEPARTMENT OF ECOLOGY	WASTEWATER PERMIT	40143410.553200.	16,329.50
59612	EFFICIENCY	PORT MIXER FOR ARRAIGNMENT SYS	00100050.535000.G0903	2,492.37
59613	EMERALD HILLS COFFEE SERVICE	COFFEE SUPPLIES	10605250.549000.	156.16
59614	EVERETT HYDRAULICS INC	CUSTOM FLANGE COUPLING	50100065.534000.	234.94
59615	CITY OF EVERETT	LAB ANALYSIS	40142480.541000.	3,327.60
59616	EILEEN FEIZBAKHS	REFUND CLASS FEES	00110347.376020.	5.00
59617	FIRE PROTECTION,INC	REPAIR @ RESTAURANT	42047061.549100.	279.65
59618	FOOTJOY	SHOES	420.141100.	60.19
59619	MICHELLE KEMP-GEHLSSEN	PROTEM SERVICES	00100050.541000.	370.00
59620	GENUINE AUTO GLASS OF EVERETT, LLC	PLEXI-GLASS	50100065.534000.	146.61
59621	GLORIA JEANE HAULING & HWY REHAB IN	8TH STREET GRIND	10110130.548000.	1,800.00
59622	GOLDEN CORAL	NOVEMBER POTLUCK-KBSCC	10605250.549000.	244.35
59623	GOVCONNECTION INC	HARD DRIVE REPLACEMENTS	00103960.548000.	190.75
	GOVCONNECTION INC		50300090.531000.	126.90
	GOVCONNECTION INC	VIDEO CARD REPLACEMENT	50300090.535000.	175.38
59624	RHONDA L GRIFFIN	JURY DUTY	00102515.549000.	12.75
59625	HEALTHFORCE PARTNERS, INC	RESPIRATORY REVIEW-PD	00100310.531200.	342.00
	HEALTHFORCE PARTNERS, INC	DOT EXAMS	10111230.541000.	54.00
	HEALTHFORCE PARTNERS, INC		41046060.541000.	54.00
59626	GARY LEE HOOD	ENTERTAINER NOV POTLUCK	00105250.531050.	75.00
59627	LETTIE HYLARIDES	INTERPRETER SERVICES	00102515.549000.	108.80
	LETTIE HYLARIDES		00102515.549000.	108.80
	LETTIE HYLARIDES		00102515.549000.	108.80
	LETTIE HYLARIDES		00102515.549000.	108.80
59628	INTEGRA TELECOM	ACCT #010495321	00100020.542000.	124.34
	INTEGRA TELECOM		00100050.542000.	169.14
	INTEGRA TELECOM		00100110.542000.	49.34
	INTEGRA TELECOM		00100310.542000.	59.53
	INTEGRA TELECOM		00100720.542000.	13.14
	INTEGRA TELECOM		00101023.542000.	68.57
	INTEGRA TELECOM		00101130.542000.	36.65
	INTEGRA TELECOM		00102020.542000.	344.48
	INTEGRA TELECOM		00103010.542000.	97.50

**CITY OF MARYSVILLE
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FOR INVOICES FROM 11/26/2009 TO 12/02/2009

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
59628	INTEGRA TELECOM	ACCT #010495321	00103121.542000.	118.33
	INTEGRA TELECOM		00103222.542000.	407.77
	INTEGRA TELECOM		00103528.542000.	22.52
	INTEGRA TELECOM		00103630.542000.	11.24
	INTEGRA TELECOM		00103960.542000.	136.32
	INTEGRA TELECOM		00104190.542000.	161.32
	INTEGRA TELECOM		00104230.542000.	12.91
	INTEGRA TELECOM		00105120.542000.	146.41
	INTEGRA TELECOM		00105250.542000.	24.99
	INTEGRA TELECOM		00105515.542000.	61.57
	INTEGRA TELECOM		00143523.542000.	88.08
	INTEGRA TELECOM		10111230.542000.	90.69
	INTEGRA TELECOM		40142480.542000.	118.70
	INTEGRA TELECOM		40143410.542000.	239.29
	INTEGRA TELECOM		41046170.542000.	11.20
	INTEGRA TELECOM		42047061.542000.	60.58
	INTEGRA TELECOM		50100065.542000.	35.42
	INTEGRA TELECOM		50148058.542000.	11.25
	INTEGRA TELECOM		50200050.542000.	23.01
	INTEGRA TELECOM		50300090.542000.	100.98
59629	HILARY A HUGHES	INTERPRETER SERVICES	00102515.549000.	195.00
59630	ARTHUR JACKSON	JURY DUTY	00102515.549000.	14.40
59631	JENNY JACOBSEN	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
59632	JUBIE, HARV	UB 984229000000 4229 76TH ST N	410.122100.	1,708.20
59633	BRADLEY THOMAS KASCH	WITNESS FEES	00100050.549210.	14.51
59634	KATHYS KLEANUP	REFUND BUSINESS LICENSE FEES	00100321.319000.	50.00
59635	TRACY KNOEDLER	REFUND SECURITY DEPOSIT	001.239100.	200.00
59636	JOHN KOSTER BUSINESS ROUND TABLE	BUSINESS ROUNDTABLE (2)	00100110.549000.	50.00
59637	LADY OF LETTERS, INC	MINUTE TAKING SERVICE	00105380.541000.	170.00
59638	LASTING IMPRESSIONS INC	(28) TURKEY CHASE FUN RUN SHIR	00105120.531050.	281.36
59639	LOWES HIW INC	PARTS-EDWARD SPRINGS	40140080.531000.	15.76
59640	MARYSVILLE PRINTING	(4) COLOR,LAMINATED POSTERS	00105380.531000.	65.16
	MARYSVILLE PRINTING	PURCHASE ORDER BOOKS	40141580.531000.	258.90
59641	MICROFLEX INC	TAX AUDIT PROGRAM	00101023.541000.	898.16
59642	RHONDA MONTANA	JURY DUTY	00102515.549000.	13.30
59643	SHERRI E MORIN		00102515.549000.	11.65
59644	MORIN, SHERRI	UB 849000115000 7316 GROVE ST	401.122110.	271.73
59645	MOTION PICTURE LICENSING CORP	MPLC UMBRELLA LICENSE RENEW	00105120.531060.	270.00
59646	DEANN MUNN	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
59647	NATIONAL ASSOCIATION FOR COURT	COURT MANAGEMENT MEMBERSHIP	00100050.549000.	125.00
59648	NESS & CAMPBELL CRANE, INC	BOOM TRUCK RENTAL	40142480.549200.M0940	1,075.14
59649	NEXTEL COMMUNICATIONS	ACCT #495802314	50350390.542000.	17.80
	NEXTEL COMMUNICATIONS		50350390.542000.	17.80
	NEXTEL COMMUNICATIONS		50350390.542000.	17.80
	NEXTEL COMMUNICATIONS		50350390.542000.	18.01
	NEXTEL COMMUNICATIONS		50350390.542000.	35.60
	NEXTEL COMMUNICATIONS		50350390.542000.	35.60
	NEXTEL COMMUNICATIONS		50350390.542000.	40.96
	NEXTEL COMMUNICATIONS		50350390.542000.	53.40
	NEXTEL COMMUNICATIONS		50350390.542000.	53.40
	NEXTEL COMMUNICATIONS		50350390.542000.	58.31
	NEXTEL COMMUNICATIONS		50350390.542000.	71.20

**CITY OF MARYSVILLE
 INVOICE LIST**

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
59649	NEXTEL COMMUNICATIONS	ACCT #495802314	50350390.542000.	98.88
	NEXTEL COMMUNICATIONS		50350390.542000.	100.43
	NEXTEL COMMUNICATIONS		50350390.542000.	109.07
	NEXTEL COMMUNICATIONS		50350390.542000.	154.83
	NEXTEL COMMUNICATIONS		50350390.542000.	180.32
	NEXTEL COMMUNICATIONS		50350390.542000.	191.11
	NEXTEL COMMUNICATIONS		50350390.542000.	213.81
	NEXTEL COMMUNICATIONS		50350390.542000.	217.19
	NEXTEL COMMUNICATIONS		50350390.542000.	232.82
	NEXTEL COMMUNICATIONS		50350390.542000.	249.99
	NEXTEL COMMUNICATIONS		50350390.542000.	253.00
	NEXTEL COMMUNICATIONS		50350390.542000.	454.74
	NEXTEL COMMUNICATIONS		50350390.542000.	1,534.19
59650	NEXTEL COMMUNICATIONS	ACCT #130961290	40141580.531000.	47.87
	NEXTEL COMMUNICATIONS		40142280.531000.	47.87
59651	NEXXPOST LLC	LABELS	00100050.531000.	21.67
59652	VINH D. NGUYEN	INTERPRETER SERVICES	00102515.549000.	150.00
59653	NORTH COAST ELECTRIC COMPANY	BALLESTS,ELECTRICAL TAPE	42047061.549100.	238.91
59654	GAY T NORTH	JURY DUTY	00102515.549000.	11.65
59655	NORTHEND TRUCK EQUIPMENT INC	REPAIRS TO BOOM CRANE	50100065.548000.	5,589.38
59656	WORTH NORTON	REIMBURSE MILEAGE,MISC PARTS	50300090.531000.	412.25
	WORTH NORTON		50300090.542000.	60.12
59657	OFFICE DEPOT	OFFICE SUPPLIES	00100050.531000.	16.03
	OFFICE DEPOT		00100050.531000.	177.46
	OFFICE DEPOT		00100060.531000.	184.86
	OFFICE DEPOT		00100110.531000.	12.29
	OFFICE DEPOT		00100110.541000.	64.51
	OFFICE DEPOT		00100110.541000.	89.24
	OFFICE DEPOT		00101023.531000.	36.98
	OFFICE DEPOT		00101130.531000.	91.87
	OFFICE DEPOT		00105380.531000.	125.34
	OFFICE DEPOT		00143523.531000.	91.52
	OFFICE DEPOT		40143410.531000.	58.60
	OFFICE DEPOT		50100065.531000.	32.18
	OFFICE DEPOT		50300090.531000.	28.06
59658	TONI OTTO	REFUND CLASS FEES	00110347.376007.	66.00
59659	PACIFIC NW BUSINESS PRODUCTS INC	TONER CARTRIDGES	40141580.531000.	251.73
	PACIFIC NW BUSINESS PRODUCTS INC		40143410.531000.	18.41
59660	PACIFIC POWER BATTERIES	BATTERY,BULB	40140480.531000.	36.90
59661	PARADISE HEALTH LLC	REFUND BUSINESS LICENSE FEES	00100321.319000.	50.00
59662	RODNEY M PARKER	JURY DUTY	00102515.549000.	12.75
59663	THE PARTS STORE	FUEL FILTER	501.141100.	20.48
	THE PARTS STORE	AIR,OIL,FUEL FILTERS,ELEMENT,L	501.141100.	68.36
	THE PARTS STORE	PLASTIC TIES,RECHARGEABLE LIGH	501.141100.	172.98
	THE PARTS STORE	AIR FILTER,ALARM,SURWASH,BLADE	501.141100.	239.47
	THE PARTS STORE	RETURN TRANS FILTER KIT	50100065.534000.	-14.50
59664	PATRICKS PRINTING INC	ENVELOPES	00100050.531000.	66.28
	PATRICKS PRINTING INC	JAIL FORMS	00100050.531000.	194.32
59665	UNITED STATES POSTAL SERVICE	PERMIT 80-MRSVL MESSENGER	00100720.542000.	3,609.64
59666	AIMEE POWLEY	REFUND CLASS FEES	00110347.376007.	61.00
59667	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #829-000-110-9	10110463.547000.	96.90
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT # 635-001-155-4	10110463.547000.	194.52

**CITY OF MARYSVILLE
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FOR INVOICES FROM 11/26/2009 TO 12/02/2009

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
59667	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #989-005-144-5	10111864.547000.	226.63
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #490-001-234-7	10111864.547000.	237.50
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #450-033-638-5	40142280.547000.	42.12
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #525-001-287-8	40142280.547000.	154.39
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #526-001-076-3	40143780.547000.	45.99
59668	RH2 ENGINEERING INC	PAY ESTIMATE #20	40200034.560000.W0705	5,667.50
	RH2 ENGINEERING INC	PAY ESTIMATE #19	40200034.560000.W0705	8,616.81
59669	DANNIALLE RITACCO	REFUND CLASS FEES	00110347.376008.	34.00
59670	LOURDES NIEBLAS RODRIQUEZ	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
59671	ADAM ROWE	WITNESS FEES	00100050.549210.	14.88
59672	JUNE ROYLANCE	JURY DUTY	00102515.549000.	15.50
59673	MONICA SAMPSON		00102515.549000.	17.70
59674	SERVIS, SHERIE L	UB 980511800001 5118 68TH AVE	410.122100.	22.06
59675	TERRY SIMON	PRO-TEM SERVICES	00100050.541000.	555.00
59676	SOLID WASTE SYSTEMS INC	MODULE HARNESS	50100065.534000.	341.25
59677	SOUND SAFETY PRODUCTS CO INC	HIP BOOTS	40143410.526300.	102.06
59678	SPARLING INC	PROFESSIONAL SERVICES	40230594.563000.S0901	3,059.00
59679	SANDRA M THORNTON	JURY DUTY	00102515.549000.	16.60
59680	PILIP R TOLLE		00102515.549000.	10.55
59681	DEPT OF TRANSPORTATION NW REGION	SEPT BILLING	40220594.563000.W R&R	147.99
59682	THE GREATER MARYSVILLE TULALIP	BBH BREAKFAST MTG	00100060.549000.	92.00
59683	UNITED PIPE & SUPPLY INC	TYPAR FABRIC	40145040.549200.M0921	331.55
59684	VERIZON NORTHWEST	ACCT #107355912203	00100020.542000.	35.32
	VERIZON NORTHWEST		00100050.542000.	70.65
	VERIZON NORTHWEST		00100110.542000.	105.97
	VERIZON NORTHWEST		00100310.542000.	35.32
	VERIZON NORTHWEST		00102020.542000.	70.65
	VERIZON NORTHWEST		00103010.542000.	247.27
	VERIZON NORTHWEST		00103222.542000.	35.32
	VERIZON NORTHWEST		00103530.542000.	478.73
	VERIZON NORTHWEST		00103960.542000.	105.97
	VERIZON NORTHWEST		00104000.542000.	70.65
	VERIZON NORTHWEST	ACCT #107747568401	00104190.542000.	52.93
	VERIZON NORTHWEST	ACCT #107355912203	00104190.542000.	105.97
	VERIZON NORTHWEST		00105250.542000.	105.97
	VERIZON NORTHWEST	ACCT #104650377503	00105250.542000.	132.92
	VERIZON NORTHWEST	ACCT #102564566904	00105380.542000.	54.74
	VERIZON NORTHWEST	ACCT #107355912203	00105380.542000.	282.59
	VERIZON NORTHWEST		00112572.542000.	70.65
	VERIZON NORTHWEST		00143523.542000.	35.32
	VERIZON NORTHWEST		10111230.542000.	35.32
	VERIZON NORTHWEST	ACCT #10624354707	10111864.547000.	180.18
	VERIZON NORTHWEST	ACCT #0064811477782	40141580.547000.	100.99
	VERIZON NORTHWEST	ACCT #105660553702	40142280.542000.	90.40
	VERIZON NORTHWEST	ACCT #107355912203	40142480.542000.	211.96
	VERIZON NORTHWEST	ACCT #1101641995410	40143410.542000.	30.13
	VERIZON NORTHWEST	ACCT #1103241996301	40143410.542000.	65.55
	VERIZON NORTHWEST	ACCT #1108541996810	40143410.542000.	65.55
	VERIZON NORTHWEST	ACCT #1105841995206	40143410.542000.	75.68
	VERIZON NORTHWEST	ACCT #107355912203	40143410.542000.	397.87
	VERIZON NORTHWEST	ACCT #106853520208	40143780.542000.	52.93
	VERIZON NORTHWEST	ACCT #107355912203	42047061.542000.	317.92

CITY OF MARYSVILLE
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
59684	VERIZON NORTHWEST	ACCT #107355912203	42047061.549100.	35.32
	VERIZON NORTHWEST	ACCT #102954091901	50148058.542000.	54.79
59685	VERIZON NORTHWEST	BLACKBERRY CHARGES	00100020.542000.	58.64
	VERIZON NORTHWEST		00100050.542000.	58.64
	VERIZON NORTHWEST		00100110.542000.	117.25
	VERIZON NORTHWEST		00100310.542000.	58.64
	VERIZON NORTHWEST		00101023.542000.	58.64
	VERIZON NORTHWEST		00102020.542000.	58.64
	VERIZON NORTHWEST		00103010.542000.	58.64
	VERIZON NORTHWEST		00105120.542000.	58.64
	VERIZON NORTHWEST		00105515.542000.	117.28
	VERIZON NORTHWEST		40143410.542000.	58.64
59686	RITA Y. YANG	INTERPRETER SERVICES	00102515.549000.	125.00
59687	JODIE K WELLER	JURY DUTY	00102515.549000.	13.30
59688	RICHARD D. WILLITS, JR.	WITNESS FEES	00100050.549210.	25.84
59689	BARBARA G WOODWARD	JURY DUTY	00102515.549000.	19.90
59690	WORKFORCE DVLPMNT COUNCIL SNO CO	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
59691	ZEE MEDICAL SERVICE	RESTOCK FIRST AID KIT	00105250.531000.	89.99
59692	MICHAEL ZHELEZNYAK	INTERPRETER SERVICES	00102515.549000.	123.10
WARRANT TOTAL:				<u><u>87,939.54</u></u>

REASON FOR VOIDS:

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

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: January 11, 2010

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

Please see attached.

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the **December 16, 2009** claims in the amount of **\$967,418.67** paid by **Check No.'s 59841 through 60014** with Check No. 58484 voided.

COUNCIL ACTION:

BLANKET CERTIFICATION

CLAIMS
FOR
PERIOD-12

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$967,418.67 PAID BY CHECK NO.'S 59841 THROUGH 60014 WITH CHECK NUMBER 58484 VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

[Handwritten Signature]

AUDITING OFFICER

12/18/09

DATE

MAYOR

DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **16th DAY OF DECEMBER 2009.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 12/10/2009 TO 12/16/2009

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
59841	WASHINGTON STATE DEPARTMENT OF	SALES & USE TAXES 11/09	001.231700.	1,085.55
	WASHINGTON STATE DEPARTMENT OF		00101130.549000.	2.37
	WASHINGTON STATE DEPARTMENT OF		00102020.549000.	1.32
	WASHINGTON STATE DEPARTMENT OF		00103010.549000.	29.40
	WASHINGTON STATE DEPARTMENT OF		401.231700.	477.50
	WASHINGTON STATE DEPARTMENT OF		40143410.553000.	43,423.00
	WASHINGTON STATE DEPARTMENT OF		40145040.553000.	1,654.89
	WASHINGTON STATE DEPARTMENT OF		402.231700.	1,070.15
	WASHINGTON STATE DEPARTMENT OF		41046060.553000.	10,898.70
	WASHINGTON STATE DEPARTMENT OF		420.231710.	2,205.58
	WASHINGTON STATE DEPARTMENT OF		42047267.553000.	148.52
	WASHINGTON STATE DEPARTMENT OF		501.231700.	20.82
59842	AA CURBING & STRIPING, INC	REPAIR CURBING @ QUIL CEDA CRE	10110361.549200.	488.70
59843	NANCY ABELL	REIMBURSE BALLOON & NUT PURCH/	00100310.531200.	57.82
59844	ACKLEY TOOL CO	REPAIR LOCATE MACHINE	40141180.549000.	528.11
59845	ACLARA RF SYSTEMS INC	REPAIR HANDHELD AMR PROGRAM	40141280.541000.	282.81
59846	ADVANTAGE BUILDING SERVICES	RESTAURANT KITCHEN CLEANING	42047061.549100.	1,950.00
59847	WA STATE DEPT OF AGRICULTURE	2010 PESTICIDE LICENSE-KEEFE	10111230.549000.	33.00
	WA STATE DEPT OF AGRICULTURE	2010 PESTICIDE LICENSE-STRAWN	10111230.549000.	33.00
	WA STATE DEPT OF AGRICULTURE	2010 PESTICIDE LICENSE-TYACKE	10111230.549000.	33.00
	WA STATE DEPT OF AGRICULTURE	2010 PESTICIDE LICENSE-WINELAN	10111230.549000.	33.00
	WA STATE DEPT OF AGRICULTURE	2010 PESTICIDE LICENSE-COLLERA	42047165.549000.	33.00
	WA STATE DEPT OF AGRICULTURE	2010 PESTICIDE LICENSE-HARPRIN	42047165.549000.	33.00
	WA STATE DEPT OF AGRICULTURE	2010 PESTICIDE LICENSE-MECHLIN	42047165.549000.	33.00
	WA STATE DEPT OF AGRICULTURE	2010 PESTICIDE LICENSE-POTTER	42047165.549000.	33.00
59848	ALBERTSONS FOOD CENTER #471	PW COMM MTG REFRESHMENTS	40143410.549000.	13.48
59849	LEANNE ALLPHIN	REFUND CLASS FEES	00110347.376009.	40.00
59850	ALPHA COURIER, INC.	DELIVERY SERVICE	40142480.541000.	209.70
59851	AMERICAN CLEANERS	DRY CLEANING	00103010.526000.	4.34
	AMERICAN CLEANERS		00103121.526000.	205.75
	AMERICAN CLEANERS		00103222.526000.	54.26
	AMERICAN CLEANERS		00103960.526000.	48.44
	AMERICAN CLEANERS		00104190.526000.	89.03
59852	AT&T MOBILITY	ACCT #287016547824	40145040.531000.	58.86
59853	AT&T MOBILITY	BAIT CAR VIDEO	00103222.541000.	8.48
59854	KARINE AVAGIMOVA	INTERPRETER SERVICES	00102515.549000.	125.00
59855	RALPH AVEY	UTILITIES VAN MICROWAVE REPLAC	40143410.549000.	76.01
59856	AYERS DISTRIBUTING	CANDY FILLED EGGS FOR EASTER E	00105120.531050.	1,300.00
59857	ALLEN BACKSTROM	REIMBURSE CDL PERMIT FEE	00105380.549000.	10.00
59858	BANDWIDTH.COM INC	MONTHLY SERVICE CHARGE	50300090.542000.	101.74
59859	BANK OF AMERICA	MEAL REIMBURSEMENT	00100110.549000.	26.54
59860	BARSTAD, HERBERT & DIANA	UB 871180000000 4805 74TH PL N	401.122110.	37.49
59861	BLOOM, MATT & KAREN	UB 760298000000 7417 59TH ST N	401.122110.	17.23
59862	BLUMENTHAL UNIFORMS & EQUIPMENT	NIK KITS	00103222.531000.	94.32
59863	BOB BARKER COMPANY INC	INMATE SUPPLIES	00103960.531000.	320.21
59864	BOYDEN ROBINETT & ASSOCIATES LP	UB 245730120000 5730 120TH PL	401.122110.	85.34
59865	BOYDEN ROBINETT & ASSOCIATES LP	UB 245803120000 5803 120TH PL	401.122110.	85.55
59866	BOYDEN ROBINETT & ASSOCIATES LP	UB 245810120000 5810 120TH PL	401.122110.	92.55
59867	BRAINSTORM INC.	WINDOWS 7 TRAINING MATERIAL	503.231700.	-11.70
	BRAINSTORM INC.		50300090.531000.	147.70
59868	BRINKS INC	ARMORED TRUCK SRVC 12/09	00100050.541000.	292.06
	BRINKS INC		00102020.541000.	146.02

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59868	BRINKS INC	ARMORED TRUCK SRVC 12/09	00103010.541000.	292.06
	BRINKS INC		00143523.541000.	292.06
	BRINKS INC		40143410.541000.	146.02
	BRINKS INC		42047061.541000.	139.06
59869	BROWN, MISTY & JON	UB 021330000000 5528 85TH PL N	401.122110.	32.59
59870	DOUG BYDE	REIMBURSE AWWA WEBCAST	40143410.549050.	75.00
59871	CAN AM FABRICATIONS INC	ALUM FB X 5' LONG	40140080.549000.M0950	195.48
59872	CAPITAL INDUSTRIES INC	(1) 1 YD CONTAINER	41046060.531000.	640.74
	CAPITAL INDUSTRIES INC	(100) SWIVEL CASTERS	41046060.531000.	760.20
	CAPITAL INDUSTRIES INC	(2) 1 YD CONTAINER	41046060.531000.	1,281.48
	CAPITAL INDUSTRIES INC	(4) 1.5 YD CONTAINER	41046060.531000.	2,801.88
	CAPITAL INDUSTRIES INC	(5) 4 YD CONTAINER	41046060.531000.	4,859.85
	CAPITAL INDUSTRIES INC	(7) 2 YD CONTAINER	41046060.531000.	5,169.36
	CAPITAL INDUSTRIES INC	(8) 1.5 YD CONTAINER	41046060.531000.	5,603.76
	CAPITAL INDUSTRIES INC	(9) 1 YD CONTAINER	41046060.531000.	5,766.66
	CAPITAL INDUSTRIES INC	(8) 2 YD CONTAINER	41046060.531000.	5,907.84
	CAPITAL INDUSTRIES INC	(9) 2 YD CONTAINER	41046060.531000.	6,646.32
	CAPITAL INDUSTRIES INC	(7) 4 YD CONTAINER	41046060.531000.	6,803.79
59873	CAPTAIN DIZZYS EXXON	CAR WASHES-POLICE DEPT	00103222.548000.	9.00
	CAPTAIN DIZZYS EXXON		00104230.548000.	4.50
	CAPTAIN DIZZYS EXXON	CAR WASH-PARKS DEPT	00105380.531000.	4.50
59874	CARR'S ACE HARDWARE	LAMPS	10110463.531000.	78.16
	CARR'S ACE HARDWARE	SUPPLIES FOR SIGNAL/LIGHT MAIN	10111864.531000.	89.39
	CARR'S ACE HARDWARE	PADLOCKS	10111864.531000.	185.51
	CARR'S ACE HARDWARE	HOSES,COUPLINGS,REPAIR FITTING	40140480.531000.	86.38
	CARR'S ACE HARDWARE	PARTS TO REPAIR WASH RACK	40140580.531000.	14.68
	CARR'S ACE HARDWARE	PIPE INSULATION,TAPE MEASURE,S	40143410.531000.	22.97
	CARR'S ACE HARDWARE	ALUM PAINT	41046060.531000.	61.64
59875	VICKI CARVER	INSTRUCTOR SERVICES	00105120.541020.	249.91
59876	CDW GOVERNMENT INC	ADOBE PRO 9 LICENSE (WWTP)	40140780.531000.	273.13
59877	CEMEX	5.28 TONS ASPHALT	40145040.548000.	363.24
59878	CHETS CABINET	MAPLE MILLWORK	42047061.549100.	2,746.49
59879	ERIC CHRISMAN	REIMBURSE CDL PERMIT FEE	00105380.549000.	10.00
59880	CITY BANK	UB 986714470000 6714 47TH PL N	410.122100.	25.00
59881	CITY OF MARYSVILLE	UB 980098000142 1015 STATE AVE	401.122130.	884.89
59882	CITY OF MARYSVILLE	UB 980098000141 1015 STATE AVE	401.122130.	1,372.23
59883	CITY OF MARYSVILLE	UB 980098000143 1015 STATE AVE	401.122130.	2,813.45
59884	COLUMBIA PAINT & COATINGS	PAINT AND SUPPLIES	10308521.535000.0933	205.78
59885	COMCAST	ANNUAL I-NET BILLING FOR 2008	10800080.541000.	12,459.40
59886	COMCAST	ACCT #8498310020001355-KBSCC	00105250.547000.	47.38
59887	COMPTICK, INC	MISC PERIPHERAL REPLACEMENTS	503.231700.	-21.07
	COMPTICK, INC		50300090.535000.	266.07
59888	COOK PAGING (WA)	PAGER SERVICE	10111230.542000.	3.74
	COOK PAGING (WA)		40143410.542000.	3.74
59889	CO-OP SUPPLY	PLANT FERTILIZER	00105380.531000.	5.42
	CO-OP SUPPLY	CLAMPLITE	00105380.531000.	15.19
	CO-OP SUPPLY	8.5 GALLONS PROPANE	00105380.531000.	22.99
	CO-OP SUPPLY	FOUR BALES OF STRAW	00105380.531000.	34.71
	CO-OP SUPPLY	LAMPS,CLAMPLITES	00105380.531000.	149.74
	CO-OP SUPPLY	ICE MELT	40140680.531000.	7.05
	CO-OP SUPPLY	SPRAY BOTTLES	42047165.549000.	5.84
59890	COSTLESS SENIOR SERVICES INC	INMATE PRESCRIPTIONS	00103960.531000.	43.83

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59891	CRAWFORD, BOBBY	UB 761282450001 6109 78TH AVE	401.122110.	191.30
59892	CRYSTAL SPRINGS	WATER DELIVERED/RENTAL	40142480.531330.	107.87
59893	DATA QUEST	PRE-EMPLOYMENT CHECKS	00103010.541000.	48.00
59894	DATABASE SECURE RECORDS DESTRUCTIO	MONTHLY SHREDDING SERVICE	00100110.549000.	19.13
	DATABASE SECURE RECORDS DESTRUCTIO		00103010.541000.	25.00
	DATABASE SECURE RECORDS DESTRUCTIO		00103121.541000.	25.00
	DATABASE SECURE RECORDS DESTRUCTIO		00103222.541000.	32.00
	DATABASE SECURE RECORDS DESTRUCTIO		00103960.541000.	28.34
	DATABASE SECURE RECORDS DESTRUCTIO		00104190.531000.	32.00
59895	DICKS TOWING INC	TOWING EXPENSE-MP 09-6299	00103222.541000.	43.44
59896	DIVERSIFIED	HUBS	00100020.531000.	160.52
59897	DMX INC	SHIPPING EXPENSE	00100720.541000.	10.25
59898	DRUG BUY FUND	REPLENISH DRUG BUY FUND	00103222.549010.	1,000.00
59899	CHERYL DUNGAN	REIMBURSE CONFERENCE EXPENSE	40143210.543000.	744.27
59900	E&E LUMBER INC	CONNECTOR	00105380.531000.	4.07
	E&E LUMBER INC	VALVES	00105380.531000.	16.92
	E&E LUMBER INC	WIRE STRIPPER	00105380.531000.	37.41
	E&E LUMBER INC	SCREW TIMBER,FASTENERS	00105380.531000.	55.58
	E&E LUMBER INC	PAINT SUPPLIES	00105380.531000.	57.88
	E&E LUMBER INC	MATS,PAINT	00105380.531000.	62.73
	E&E LUMBER INC	ELEC CORDS	00105380.531000.	140.06
	E&E LUMBER INC	TAPE	10111561.531000.	9.22
	E&E LUMBER INC		10111561.531000.	18.44
	E&E LUMBER INC	RETURN AND PURCHASE TAPE	10111561.531000.	27.14
	E&E LUMBER INC	LAG BOLTS	10308521.535000.0933	29.00
	E&E LUMBER INC	PAINT AND SUPPLIES	10400022.549000.0914	33.00
	E&E LUMBER INC	WEDGE ANCHOR	40140080.549000.M0950	41.26
	E&E LUMBER INC	PVC FITTINGS	40140180.531000.	26.53
	E&E LUMBER INC	S&D CAP,SOLID PVC PIPE	40145040.549200.M0921	11.16
	E&E LUMBER INC	PVC PIPE,ELBOWS	40145040.549200.M0921	19.29
	E&E LUMBER INC	S&D ELBOWS,COUPLINGS	40145040.549200.M0921	82.38
	E&E LUMBER INC	PROTECTIVE NETTING	42047165.531950.	125.78
59901	EAST JORDAN IRON WORKS	DI SLOT CENTER ASSEMBLY	40145040.549200.M0921	402.47
59902	ECONOMY FENCE CENTER	VARIOUS FENCE REPAIRS ON 61ST	40250594.563000.D0902	2,009.10
59903	EDGECOMB, PETE & CHRISTINA	UB 651131192700 9918 81ST AVE	401.122110.	101.79
59904	EMPLOYMENT SECURITY DEPARTMENT	EMPLOYMENT CHECKS	00103222.551000.	9.50
59905	EVERETT DISTRICT COURT	BAIL POSTED	001.229050.	2,500.00
59906	THE DAILY HERALD COMPANY	2010 SUBSCRIPTION	00103010.549000.	150.00
59907	CITY OF EVERETT	PROGRESS BILLING # 7	30500030.563000.R0603	320.50
59908	EYLANDER ELECTRIC	HEATER	10111230.531000.	101.01
	EYLANDER ELECTRIC		40145040.531000.	101.01
59909	JANET FOLEY	INSTRUCTOR SERVICES	00105120.541020.	396.00
59910	FOOTE, KEITH	UB 756012000000 6012 80TH AVE	401.122110.	45.94
59911	CRAIG A. FULLERTON	CONSULTING/PROPERTY RESEARCH	00100011.561000.	1,242.50
59912	GCS SERVICE INC	KITCHEN APPLIANCES AND LABOR	42047061.549100.	673.32
	GCS SERVICE INC		42047061.549100.	882.38
	GCS SERVICE INC		42047061.549100.	1,312.28
59913	GENERAL CHEMICAL CORP	ALUM SULFATE 11.508 DRY TON	40142480.531320.	3,146.52
59914	GENERAL CHEMICAL CORP	ALUM SULFATE LIQUID	40142480.531320.	3,247.40
59915	GODSEY, ROBERT & VALERIA	UB 980098000890 3508 97TH PL N	401.122130.	60.80
59916	GOVCONNECTION INC	HARD DRIVE REPLACEMENTS	50300090.535000.	377.93
59917	GRAINGER INC	STAINLESS STEEL GRAB BARS	10308521.535000.0933	85.11

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59917	GRAINGER INC	DUCT TAPE,INDUSTRIAL LUBE	50200050.531000.	33.31
59918	GRAPHIC ENTERPRISES INC	OVERAGE CHARGES FOR K&E/3036	40143410.531000.	24.57
59919	GRAYBAR ELECTRIC CO INC	MISC SUPPLIES	10308521.535000.0933	67.10
	GRAYBAR ELECTRIC CO INC		10400022.549000.0914	67.11
59920	GRCC/WW	BACKFLOW CERTIFICATION-DAGGET	40143410.549000.	42.00
	GRCC/WW	BACKFLOW CERTIFICATION-DAVIS	40143410.549000.	42.00
59921	KRISTIE GUY	WELLNESS BOOKLETS/GIFT CARDS	00100310.549011.	795.50
59922	HALSTROM & ASSOCIATES, INC.	12/09 LOBBYIST RETAINER FEE	40143410.541000.	2,080.00
59923	HARRINGTON INDUSTRIAL PLASTICS LLC	STILLAGUAMISH TREATMENT PLANT	40141580.548000.	61.95
59924	HD FOWLER COMPANY	ADAPTERS,METER SETTER	401.141400.	208.74
	HD FOWLER COMPANY	ADAPTER,BALL VLV	401.141400.	236.29
	HD FOWLER COMPANY	(4) MVR-160 METER	40140880.531000.	373.32
	HD FOWLER COMPANY	FIRE HYDRANT AND PARTS	40141080.531000.	2,008.76
	HD FOWLER COMPANY	PVC PARTS FOR 104TH ST CULVERT	40145040.548000.	946.82
	HD FOWLER COMPANY	(12) 45* ELL	40145040.549200.M0921	154.95
	HD FOWLER COMPANY	STAKING FLAGS,MARKING PAINT,WR	501.141100.	163.72
59925	HD SUPPLY WATERWORKS, LTD	ADAPTERS	401.141400.	90.44
59926	HEALTHFORCE PARTNERS, INC	DOT EXAMS,RESPIRATORY QUEST RE	00100310.531200.	96.00
	HEALTHFORCE PARTNERS, INC		10111230.541000.	54.00
	HEALTHFORCE PARTNERS, INC		40143410.541000.	54.00
59927	AMANDA HERTZ	INSTRUCTOR SERVICES	00105120.541020.	61.20
59928	HOME DEPOT CREDIT SVCS	HOLIDAY LIGHTS	00105380.531000.	135.66
59929	LETTIE HYLARIDES	INTERPRETER SERVICES	00102515.549000.	108.80
	LETTIE HYLARIDES		00102515.549000.	108.80
	LETTIE HYLARIDES		00102515.549000.	108.80
	LETTIE HYLARIDES		00102515.549000.	112.50
	LETTIE HYLARIDES		00102515.549000.	112.50
59930	IMSA NW SECTION	IMSA CERT RENEWAL-TYACKE	10111160.549000.	40.00
59931	DEPT OF INFORMATION SERVICES	TELECOMMUNICATION SERVICES	00104190.551000.	1,121.80
59932	INTEGRA CHEMICAL CO	VITA-D-CHLOR TABLETS	40140480.531000.	660.34
59933	INT'L CITY/COUNTY MANAGEMENT ASSOC.	MEMBERSHIP RENEWAL	00100110.549000.	1,341.30
59934	IRON MOUNTAIN QUARRY LLC	1 1/4 MINUS	40145040.549200.M0921	107.21
	IRON MOUNTAIN QUARRY LLC		40145040.549200.M0921	110.08
	IRON MOUNTAIN QUARRY LLC		40145040.549200.M0921	117.11
	IRON MOUNTAIN QUARRY LLC		40145040.549200.M0921	233.71
	IRON MOUNTAIN QUARRY LLC		40145040.549200.M0921	243.52
	IRON MOUNTAIN QUARRY LLC		40145040.549200.M0921	345.78
59935	DENNIS KENDALL	REIMBURSE BUSINESS AFTER HRS P	00100110.549000.	5.00
59936	KENWORTH NORTHWEST INC	MIRRORS	501.141100.	61.45
59937	LANGUAGE EXCHANGE	INTERPRETER SERVICES	00102515.549000.	237.00
59938	LASTING IMPRESSIONS INC	TURKEY CHASE T-SHIRTS	00105120.531050.	16.62
59939	NICOLE Y LEE	INTERPRETER SERVICES	00102515.549000.	127.00
59940	DEPT OF LICENSING	3RD QTR CREDIT CARD FEES	00102020.549000.	457.50
59941	LOWES HIW INC	OSCILLATING DREMEL AND BLADES	50200050.531000.	183.36
59942	MAKERS	DOWNTOWN INFRASTRUCTURE PLAN	00102020.541000.0826	5,128.75
59943	MARYSVILLE PRINTING	ENVELOPES,LETTERHEAD	00100020.531000.	303.24
	MARYSVILLE PRINTING		40143410.531000.	303.24
59944	MARYSVILLE SCHOOL DISTRICT #25	MITIGATION FEES 11/09	642.237000.	96,984.00
59945	BRENDA MATTHIESEN	REFUND CLASS FEES	00110347.376007.	66.00
59946	MCLOUGHLIN & EARDLEY CORP	STROBE BEACON LIGHT	501.141100.	286.65
	MCLOUGHLIN & EARDLEY CORP		501.231700.	-22.70
59947	MICROFLEX INC	TAX AUDIT PROGRAM 10/09	00101023.541000.	86.47

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59948	TONYA MIRANDA	REIMBURSE SHIPPING EXPENSE	00100310.549011.	10.99
59949	MONJACK, ALBREE	UB 331491800000 14918 45TH AVE	401.122110.	214.15
59950	SANDY NELSON	INSTRUCTOR SERVICES	00105120.541020.	126.00
59951	NEPTUNE TECHNOLOGY GROUP, INC.	2009 DELIVERY # 2	40220594.563000.W0607	334,705.20
59952	NORTHSHORE PAVING, INC	RELEASE OF RETAINAGE	102.223400.	21,424.49
59953	NORTHSTAR CHEMICAL INC.	SODIUM HYPOCHLORITE	40140780.531001.	1,468.05
59954	NW FOOD & BEVERAGE, LLC	STIPEND FOR BOB THOMAS	42047061.549100.	15,000.00
59955	OFFICE DEPOT	OFFICE SUPPLIES	00100310.531000.	10.50
	OFFICE DEPOT		00100310.531000.	55.54
	OFFICE DEPOT		00102020.531000.	92.11
	OFFICE DEPOT		00103222.531000.	21.00
	OFFICE DEPOT		00103222.531000.	155.00
	OFFICE DEPOT		00103960.531000.	10.19
	OFFICE DEPOT		00104190.531000.	71.13
	OFFICE DEPOT	(4) CHAIRS	10111230.531000.	112.98
	OFFICE DEPOT	FILE CABINETS-PSB REMODEL	10308521.535000.0933	439.80
	OFFICE DEPOT		10308521.535000.0933	1,807.86
	OFFICE DEPOT		10400022.549000.0914	200.00
	OFFICE DEPOT	KODAK CAMERA	40142080.549000.	146.60
	OFFICE DEPOT	OFFICE SUPPLIES	40145040.531000.	26.85
	OFFICE DEPOT	(4) CHAIRS	40145040.531000.	112.99
59956	OFFICE INTERIORS INC	LOCKER INSTALLATION	00100010.548000.G0902	2,932.20
	OFFICE INTERIORS INC	DESK	10111230.531000.	365.44
	OFFICE INTERIORS INC		40145040.531000.	365.44
59957	OKANOGAN COUNTY JAIL	INMATE HOUSING 11/09	00103960.551000.	22,672.78
59958	MONICA OLASON	INSTRUCTOR SERVICES	00105120.541020.	115.20
	MONICA OLASON		00105120.541020.	153.60
59959	OLSON, ROGER	UB 080102000000 5423 95TH PL N	401.122110.	67.93
59960	PACIFIC NW BUSINESS PRODUCTS INC	MICR TONER, HP TONER	00101023.531000.	335.41
	PACIFIC NW BUSINESS PRODUCTS INC	YELLOW TONER	00105380.531000.	118.32
59961	PACIFIC POWER BATTERIES	BATTERIES	00105380.531000.	36.19
	PACIFIC POWER BATTERIES		501.141100.	152.08
59962	PACIFIC POWER PRODUCTS	LIFT GEAR BOX	42047165.548000.	54.90
59963	PACIFIC TOPSOILS INC	CONCRETE DUMP	40145040.549200.M0921	116.00
	PACIFIC TOPSOILS INC		40145040.549200.M0921	116.00
	PACIFIC TOPSOILS INC		40145040.549200.M0921	139.20
	PACIFIC TOPSOILS INC		40145040.549200.M0921	171.00
	PACIFIC TOPSOILS INC		40145040.549200.M0921	205.20
	PACIFIC TOPSOILS INC		40145040.549200.M0921	205.20
	PACIFIC TOPSOILS INC		40145040.549200.M0921	205.20
59964	PAPE MACHINERY	LIFT RENTAL	31000076.548000.P0908	195.39
59965	THE PARTS STORE	FILTERS	42047165.548000.	50.25
	THE PARTS STORE	FUEL,OIL AND AIR FILTERS	501.141100.	156.88
	THE PARTS STORE	OIL,FUEL FILTERS,PS FLUID,TIES	501.141100.	184.49
59966	LYNN PEAVEY COMPANY	EVIDENCE BAGS	001.231700.	-2.86
	LYNN PEAVEY COMPANY		00103222.531000.	36.11
59967	PETROCARD SYSTEMS INC	FUEL CONSUMED	00102020.532000.	359.27
	PETROCARD SYSTEMS INC		00103222.532000.	3,797.29
	PETROCARD SYSTEMS INC		00105380.532000.	674.45
	PETROCARD SYSTEMS INC		10111230.532000.	1,188.47
	PETROCARD SYSTEMS INC		40143880.532000.	3,581.25
	PETROCARD SYSTEMS INC		41046060.532000.	2,773.27

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59967	PETROCARD SYSTEMS INC	FUEL CONSUMED	50100065.532000.	60.86
	PETROCARD SYSTEMS INC		50200050.532000.	110.95
	PETROCARD SYSTEMS INC		50300090.532000.	41.48
59968	PHICORE HEALTH SERVICES, LLC	HEARING TESTING	00100310.531200.	429.75
59969	CINDY PILON	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
59970	PLATT- EVERETT	LIGHT BULBS	42047061.549100.	53.51
	PLATT- EVERETT		42047061.549100.	62.24
	PLATT- EVERETT		42047061.549100.	175.81
59971	PROPERTY 1ST	UB 750396000002 5127 70TH DR N	401.122130.	16.64
59972	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #109-000-510-7	00101250.547000.	3,157.04
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #445-003-900-5	00103530.547000.	2,601.80
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #225-002-594-3	00105380.547000.	188.75
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #283-001-380-7	10110463.547000.	173.10
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #997-000-013-0	10111230.547000.	298.42
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #242-001-069-2	10111864.547000.	48.28
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #841-000-252-4	10111864.547000.	597.05
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #210-094-460-8	40140080.547000.	1,012.10
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #529-001-665-7	40140180.547000.	30.23
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #504-002-581-8	40142280.547000.	87.42
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #538-011-915-5	40142280.547000.	100.06
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #483-023-177-7	40142280.547000.	248.78
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #395-051-146-3	40142280.547000.	418.17
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #683-000-525-9	42047165.547000.	30.24
59973	PUGET SOUND ENERGY	ACCT #753-901-800-7	00100010.547000.	1,363.47
	PUGET SOUND ENERGY	ACCT #835-819-211-3	00101250.547000.	419.11
	PUGET SOUND ENERGY	ACCT #549-775-008-2 CITY HALL	00103530.547000.	421.20
	PUGET SOUND ENERGY	ACCT #616-190-400-5	00105250.547000.	95.09
	PUGET SOUND ENERGY	ACCT #922-456-500-3	40143780.547000.	115.57
	PUGET SOUND ENERGY	ACCT #435-851-700-3	40143780.547000.	619.76
	PUGET SOUND ENERGY	ACCT #433-744-264-6	42047267.547000.	86.47
59974	RAY ALLEN MANUFACTURING CO INC	ARM BITE CUFFS	001.231700.	-15.90
	RAY ALLEN MANUFACTURING CO INC		00103324.531000.K9003	200.80
59975	JERAMIE ROTH	REIMBURSE CDL PERMIT FEE	00105380.549000.	10.00
59976	ROUSH, MIKE & HEATHER	UB 761302581901 8118 80TH DR N	401.122110.	152.69
59977	RV & MARINE SUPPLY BY CASCADE LLC	HEATER	40140480.531000.	120.49
59978	SCIENTIFIC SUPPLY & EQUIPMENT INC	FILTER PAPER	40142480.531400.	346.23
59979	SEATTLE PACIFIC HOMES	UB 826918000000 6918 61ST DR N	401.122110.	127.51
59980	CRAIG SHANKLE	INSTRUCTOR SERVICES	00105250.541020.	104.00
59981	EARL SHERMAN	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
59982	SIMPLOT PARTNERS	GREENS FUNGICIDE	42047165.531930.	998.03
59983	SIX ROBBLEES INC	7 WAY CONNECTOR SOCKET	501.141100.	61.13
59984	SHAWN SMITH	REIMBURSE BROWNFIELDS CONF EXF	40143210.543000.	1,421.62
59985	SMOKEY POINT CONCRETE	DRAIN ROCK	40145040.549200.M0921	289.41
	SMOKEY POINT CONCRETE		40145040.549200.M0921	510.11
59986	SNOHOMISH HEALTH DISTRICT	HEP B SHOTS	00100310.531200.	979.00
59987	SOUND PUBLISHING INC	LEGAL AD-ACCT #88522148	00102020.544000.	600.11
59988	SOUND SAFETY PRODUCTS CO INC	RAINGEAR	501.141100.	257.22
59989	WASHINGTON STATE PATROL	BACKGROUND CHECK	00102020.541000.	20.00
59990	SUN BADGE CO	BADGES	001.231700.	-13.29
	SUN BADGE CO		00103010.526000.	167.79
59991	EXCEL EDUCATIONAL SOLUTIONS, INC.	INSTRUCTOR SERVICES	00105120.541020.	168.00
59992	DIANE HESS TAYLOR	PRO-TEM SERVICES	00100050.541000.	185.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 12/10/2009 TO 12/16/2009

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
59993	TEXTRON FINANCIAL CORPORATION	EZ GO CART LEASE AGREEMENT	42047165.545000.	970.00
59994	THE REO GROUP	UB 882035000000 7703 51ST AVE	401.122110.	163.03
59995	J. STEVEN THOMAS	PRO-TEM SERVICES	00100050.541000.	370.00
59996	TORO NSN	IRRIGATION SOFTWARE AGREEMENT	42047165.531920.	134.00
59997	DEPT OF TRANSPORTATION NW REGION	PROJECT COSTS 10/09	40220594.563000.W0804	3,922.77
59998	DEPT OF TRANSPORTATION NW REGION	CONSTRUCTION ENGINEERING 10/09	30500030.563000.R0301	72.38
	DEPT OF TRANSPORTATION NW REGION	CONSTRUCTION BILLING 10/09	40220594.563000.W R&R	6,947.66
59999	TRAVIS PIKE	REIMBURSE CDL PERMIT FEE	00105380.549000.	10.00
60000	UNITED PIPE & SUPPLY INC	IRON PIPE FOR HYDRANTS	40140480.531000.	1,314.60
	UNITED PIPE & SUPPLY INC	ROMA GRIP ACC PACK	40141080.531000.	70.06
	UNITED PIPE & SUPPLY INC	HYDRANT	40141080.531000.	1,620.50
	UNITED PIPE & SUPPLY INC	ELLS,TEES	40145040.549200.M0921	451.05
60001	UNITED RENTALS	BLADES	42047165.549000.	21.15
60002	UTILITIES UNDERGROUND LOCATION CTR	EXCAVATION NOTICE	40143410.541000.	442.25
60003	VAN DAM'S ABBEY CARPETS	FLOORING	00100010.548000.G0902	1,279.74
	VAN DAM'S ABBEY CARPETS	LAMINATE FOR WORK STATIONS	10308521.535000.0933	798.21
	VAN DAM'S ABBEY CARPETS	FRP INSTALLATION	42047061.549100.	699.38
	VAN DAM'S ABBEY CARPETS	BASE FOR FLOORING,CORNERS,BOOT	42047061.549100.	796.04
	VAN DAM'S ABBEY CARPETS	TABLE LAMINATE	42047061.549100.	2,282.77
	VAN DAM'S ABBEY CARPETS	CERAMIC TILE INSTALLATION	42047061.549100.	2,803.51
60004	VERIZON NORTHWEST	ACCT #404449227007	00100050.542000.	214.00
	VERIZON NORTHWEST		00100310.531000.	50.66
	VERIZON NORTHWEST	ACCT #102746380105	00104000.542000.	96.24
	VERIZON NORTHWEST	ACCT #107567892708	10110564.547000.	51.57
	VERIZON NORTHWEST	ACCT #103957234007	40142480.542000.	64.02
	VERIZON NORTHWEST	ACCT #1109792481505	40143410.542000.	74.71
60005	THE WABO BOOKSTORE	2010 MEMBERSHIP DUES-DORCAS	00102020.549000.	75.00
	THE WABO BOOKSTORE	BUILDING CODES	00102020.549000.	441.46
60006	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	00105380.531400.	301.63
60007	WEED GRAAFSTRA AND BENSON INC PS	WILLIAMS PROPERTY PURCHASE	40143980.562000.	225,564.00
60008	WERNER, LARRI	UB 270940000000 5102 123RD PL	401.122110.	204.44
60009	WESTERN EQUIPMENT DISTRIBUTORS	NUTS,BOLTS	42047165.548000.	26.75
60010	WESTERN FACILITIES SUPPLY INC	JAIL SUPPLIES	00103960.531000.	198.11
60011	WHITFIELDS UNITED INSURANCE	REFUND PRE APPLICATION FEES	00107345.358100.	350.00
60012	WILBUR-ELLIS	GREENS FUNGICIDE	42047165.531930.	129.70
	WILBUR-ELLIS		42047165.531930.	375.76
	WILBUR-ELLIS		42047165.531930.	632.59
60013	LAUREN M. WOODMANSEE	INSTRUCTOR SERVICES	00105120.541020.	297.50
60014	ZEE MEDICAL SERVICE	RESTOCK FIRST AID KIT-WWTP	40142480.531000.	109.68

WARRANT TOTAL: 967,663.67

VOID

CHECK #58484 CHECK LOST IN MAIL (245.00)

REASON FOR VOIDS:


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

967,418.67

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: January 11, 2010

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

Please see attached.

RECOMMENDED ACTION: The Finance and Executive Departments recommend City Council approve the December 23, 2009 claims in the amount of \$1,314,054.84 paid by Check No.'s 60015 through 60182 with no Check No.'s voided.
COUNCIL ACTION:

BLANKET CERTIFICATION

CLAIMS

FOR

PERIOD-12

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$1,314,054.84 PAID BY CHECK NO.'S 60015 THROUGH 60182 WITH NO CHECK NUMBER VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

Andy Lamington

AUDITING OFFICER

12/27/09

DATE

MAYOR

DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **23rd DAY OF DECEMBER 2009.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 12/17/2009 TO 12/23/2009

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
60015	ABC LEGAL SERVICES INC.	MESSENGER SERVICE	00105515.549000.	125.00
60016	ADVANTAGE BUILDING SERVICES	EXTRA CLEANING @ KBSCC	00105250.541000.	150.00
60017	AUTOMATIC FUNDS TRANSFER SERVICES	REMITTANCE PROCESSING 11/09	00143523.541000.	864.96
	AUTOMATIC FUNDS TRANSFER SERVICES	WEB PAYMENT SERVICES 11/09	00143523.541000.	875.25
	AUTOMATIC FUNDS TRANSFER SERVICES	BILL PRINTING SERVICES 11/09	00143523.541000.	6,935.76
60018	ALBERTSONS FOOD CENTER #471	PARKS AND REC SUPPLIES	00105120.531050.	70.34
	ALBERTSONS FOOD CENTER #471		00105250.531000.	25.49
	ALBERTSONS FOOD CENTER #471		00105250.531050.	111.33
60019	DONALD K. ANDERSEN	JURY DUTY	00102515.549000.	23.20
60020	ANDES LAND SURVEYING	28TH AVE R/W DESCRIPTION	00100020.541000.	350.00
	ANDES LAND SURVEYING	EASEMENT PREPARATION	40200034.560000.W0705	700.00
60021	ARAMARK UNIFORM SERVICES	MECHANICS UNIFORM	42047165.526000.	15.27
	ARAMARK UNIFORM SERVICES		42047165.526000.	17.30
	ARAMARK UNIFORM SERVICES		42047165.526000.	17.30
	ARAMARK UNIFORM SERVICES		42047165.526000.	17.30
	ARAMARK UNIFORM SERVICES		42047165.526000.	17.93
	ARAMARK UNIFORM SERVICES	UNIFORM CLEANING	50100065.526000.	35.03
	ARAMARK UNIFORM SERVICES		50100065.526000.	35.03
60022	BRIAN CHARLES ASHBACH	PUBLIC DEFENDER	00105515.541040.	168.75
	BRIAN CHARLES ASHBACH		00105515.541040.	181.25
	BRIAN CHARLES ASHBACH		00105515.541040.	256.25
60023	ASPEN HOA	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
60024	MICHAEL A. ATCHISON	JURY DUTY	00102515.549000.	23.20
60025	AUTOMATIC DOOR & GATE CO.	INSTALL KEYPAD	00100010.531000.	1,683.30
60026	KENT BAKER	INSTRUCTOR SERVICES	00105120.541020.	536.00
60027	BAKERS AFFORDABLE UPHOLSTERY	UPHOLSTERY DONE AT RESTAURANT	42047061.549100.	2,888.44
60028	BANK OF AMERICA	MEAL REIMBURSEMENT	00100110.549000.	111.73
60029	BANK OF AMERICA	MEMBERSHIP REIMBURSEMENT	00103010.549000.	50.00
60030	THE BANK OF NEW YORK MELLON	ADMIN FEE MARLTG007A	20600592.585000.	303.50
	THE BANK OF NEW YORK MELLON	ADMIN FEE MARLTG007T	42047079.585000.	303.50
60031	BARGREEN-ELLINGSON, INC	COOKING PANS	42047061.549100.	219.05
	BARGREEN-ELLINGSON, INC	REFRIGERATOR	42047061.549100.	2,084.03
	BARGREEN-ELLINGSON, INC	KITCHEN SMALLWARE	42047061.549100.	10,275.52
60032	BECERRA JR, ANGEL	UB 290740000005 5915 134TH PL	401.122110.	76.72
60033	OWEN EQUIPMENT COMPANY	HOSE REEL SWIVEL JOINT	50100065.534000.	478.45
60034	LORILEE J. BENNETT	JURY DUTY	00102515.549000.	18.14
60035	BICKFORD FORD-MERCURY	PS PUMP CORE REFUND	50100065.534000.	-76.02
	BICKFORD FORD-MERCURY	PS PRESSURE HOSE	50100065.534000.	73.44
	BICKFORD FORD-MERCURY	HEADLIGHT ASSEMBLY	50100065.534000.	89.17
	BICKFORD FORD-MERCURY	TEFLON O RING INSTALLER	50100065.534000.	210.85
	BICKFORD FORD-MERCURY	PS PUMP W/CORE CHR	50100065.534000.	258.97
60036	THE BILCO COMPANY	ROOF SCUTTLE	40140080.549000.M0950	4,890.10
60037	DANIEL BLANCHARD	JURY DUTY	00102515.549000.	18.36
60038	SUSAN W. BLATTER		00102515.549000.	21.22
60039	MICHAEL BLODGETT	REFUND CLASS FEES	00110347.376007.	66.00
60040	BLUMENTHAL UNIFORMS & EQUIPMENT	VEST-SMITH, BRAD	00103222.526000.	915.99
	BLUMENTHAL UNIFORMS & EQUIPMENT	NIK KITS	00103222.531000.	66.14
60041	BOB BARKER COMPANY INC	JAIL SUPPLIES	00103960.531000.	60.35
60042	BRIM TRACTOR COMPANY, INC.	STRAP	42047165.548000.	45.38
	BRIM TRACTOR COMPANY, INC.	BEDKNIFE	42047165.548000.	94.73
60043	BUD BARTON'S GLASS CO	SUPPLY AND INSTALL GLASS-RESTA	42047061.549100.	3,244.78
60044	BUILDERS EXCHANGE	PUBLISH PROJECT ONLINE	30500030.563000.R0701	176.50

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 12/17/2009 TO 12/23/2009

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
60045	MARYKE BURGESS	REIMBURSE CART/CIDER EXPENSE	00105250.531000.	48.85
	MARYKE BURGESS		00105250.531050.	21.64
60046	CARR'S ACE HARDWARE	LIGHT FIXTURES,WASHERS,PVC PAR	40140180.531000.	31.40
	CARR'S ACE HARDWARE	LOCK HASP	50100065.534000.	32.55
60047	CDW GOVERNMENT INC	FAX MACHINE (ARRAIGNMENT SETUP	10400022.549000.0914	299.34
60048	CEMEX	CLASS B ASPHALT	30500030.563000.R0701	1,026.44
60049	CHAMPION BOLT & SUPPLY	NUTS AND BOLTS	42047165.548000.	34.07
60050	KARI CHENNAULT	REIMBURSE MEAL/MILEAGE EXPENSE	40145040.549000.	60.67
60051	ANGELA N. CLARK	JURY DUTY	00102515.549000.	18.38
60052	CNR, INC	SIP LICENSES (ARRAIGNMENT SETU	10400022.549000.0914	217.20
60053	COMCAST	MONTHLY BROADBAND CHARGE	50300090.531000.	169.95
60054	COMCAST	PRO SHOP CABLE	42047267.549000.	64.81
60055	CO-OP SUPPLY	(6) STRAW BALES	00105380.531000.	52.06
	CO-OP SUPPLY	ICE MELT	10111766.531000.	48.82
60056	WA DEPT OF CORRECTIONS	INMATE MEALS	00103960.531250.	1,495.55
	WA DEPT OF CORRECTIONS		00103960.531250.	1,673.22
60057	CRAFT MART	BOWS	00105090.531280.	12.17
60058	VONNIE CRAWFORD	INSTRUCTOR SERVICES	00105250.541020.	90.00
60059	CUZ CONCRETE PRODUCTS	(8) MANHOLE BUTYL RUBBER	40140080.549000.M0950	85.92
	CUZ CONCRETE PRODUCTS	CONCRETE CATCH BASINS	40145040.549200.M0921	125.59
60060	DATABASE SECURE RECORDS DESTRUCTIO	MONTHLY SHREDDING SERVICE	00101023.531000.	7.31
	DATABASE SECURE RECORDS DESTRUCTIO		00101130.531000.	7.32
	DATABASE SECURE RECORDS DESTRUCTIO		00143523.531000.	7.31
60061	DB JOHNSON CONSTRUCTION	UB 848315650000 8315 65TH PL N	401.122110.	73.50
60062	DICKS TOWING INC	TOWING EXPENSE-MP 09-5152	00103222.541000.	43.44
60063	BRUNO E. DIPIETRO	JURY DUTY	00102515.549000.	19.90
60064	DIVERSIFIED INTERNET SRVC GROUP INC	AP/PAYROLL PRINTER REPAIR	50300090.541000.	235.73
60065	ROBERT DOLHANYK	CHAIR REIMBURSEMENT	10308521.535000.0933	329.00
60066	DUKES, JOE N	UB 761303580000 7212 78TH ST N	410.122100.	39.46
60067	E&E LUMBER INC	JAIL BUNK BED PARTS	00100010.531000.	10.49
	E&E LUMBER INC	GRAFFITI SUPPLIES	00102020.526000.	32.61
	E&E LUMBER INC		00102020.526000.	32.73
	E&E LUMBER INC	OUTDOOR ROUNDCOVER,LAMPHOLDI	00105380.531000.	12.14
	E&E LUMBER INC	CELL PHONE HOLDERS	00105380.531000.	19.53
	E&E LUMBER INC	BLACK ROOFING NAILS	00105380.531000.	25.46
	E&E LUMBER INC	LINKS,EYES,TAPE RULE	00105380.531000.	35.73
	E&E LUMBER INC	BLADE,CLOTH,SQUEEGEE,CLEANER	00105380.531000.	38.72
	E&E LUMBER INC	SNOW PUSHERS	00105380.531000.	55.35
	E&E LUMBER INC	PARTS FOR DE-ICER	10111766.531000.	12.55
	E&E LUMBER INC	PAINT TRAYS,ROLLER COVERS	10308521.535000.0933	32.38
	E&E LUMBER INC	ANCHORS AND NAILS	10308521.535000.0933	48.76
	E&E LUMBER INC	1 X 4'S,SHIMS,SCREWS,BITS	10308521.535000.0933	69.20
	E&E LUMBER INC	PAINT,SCREWS,TRIM,SHELVING	10308521.535000.0933	245.28
	E&E LUMBER INC	POWER STRIPS	10400022.549000.0914	68.39
	E&E LUMBER INC	SPACKLE AND BRACKETS	10400022.549000.0914	77.55
	E&E LUMBER INC	SHELVING AND TRIM	10400022.549000.0914	141.18
	E&E LUMBER INC	GFCI OUTLET	40140280.535000.	48.84
	E&E LUMBER INC	CHAINS FOR UTILITY TRAILER	40145040.548000.	274.81
	E&E LUMBER INC	PVC PIPE,90* ELBOW	40145040.549200.M0921	74.24
	E&E LUMBER INC	SCRAPER	42047165.531950.	14.86
	E&E LUMBER INC	2 X 2 PINE,SHOVEL	42047165.531950.	115.07
	E&E LUMBER INC	TAPE,HAMMER,BRUSH HEAD,SCOOP,F	501.141100.	326.11

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 12/17/2009 TO 12/23/2009

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
60068	JAMES J. ELDRED	JURY DUTY	00102515.549000.	18.80
60069	ESPLIN, GREG & JUDENE	UB 846817860000 6817 86TH AVE	401.122110.	23.43
60070	SHARON M. ESPY	JURY DUTY	00102515.549000.	22.10
60071	CITY OF EVERETT	LAB ANALYSIS	40145040.553100.	180.00
60072	JOHN FAULKNER	LEOFF 1 REIMBURSEMENT	00103010.541100.	329.20
60073	FERRELLGAS	PROPANE	10110130.531000.	23.19
	FERRELLGAS		10110564.531000.	23.19
	FERRELLGAS		40140980.531000.	23.20
	FERRELLGAS		41046060.531000.	23.19
60074	CHERYL A. FONTAINE	JURY DUTY	00102515.549000.	16.60
60075	GCS SERVICE INC	KITCHEN REPAIR	42047061.549100.	901.46
	GCS SERVICE INC		42047061.549100.	1,224.71
	GCS SERVICE INC		42047061.549100.	1,337.12
60076	GOLDEN CORAL	EMPLOYEE APPRECIATION LUNCHEON	00100310.549010.	488.53
	GOLDEN CORAL	KBSCC 12/09 SENIOR LUNCHEON	10605250.549000.	152.04
60077	GRAINGER INC	PROPANE TORPEDO HEATER	41046060.549000.	348.65
60078	GRANITE CONSTRUCTION COMPANY	PAY ESTIMATE # 16	30500030.563000.R0301	594,282.87
	GRANITE CONSTRUCTION COMPANY		40220594.563000.W0007	-8,639.03
	GRANITE CONSTRUCTION COMPANY		40230594.563000.S0701	-11,788.75
	GRANITE CONSTRUCTION COMPANY		40250594.563000.D0501	-17,583.92
60079	GRAYBAR ELECTRIC CO INC	250W LAMPS	00112572.531000.	103.88
60080	LIZ GREENE	TRAVEL REIMBURSEMENT	00100050.543000.	23.59
60081	CONTRACTORS SUPPLY CORPORATION	COATED CABLE,SLEEVES	00105380.531000.	34.51
60082	GREG RAIRDON'S DODGE CHRYSLER JEEP	AC/HEATER CONTROL PANEL,PIGTAI	50100065.534000.	137.30
60083	CHRISTINE M. GROSS	JURY DUTY	00102515.549000.	15.94
60084	H & L SPORTING GOODS	(29) BASKETBALLS	00105120.531090.	244.08
60085	HABITAT BANK, LLC	PURCHASE WETLAND MITIGATION CR	30500030.563000.R0502	107,936.00
60086	HARBOR FREIGHT TOOLS	TOOLS FOR VEH # J009	40140280.535000.	156.04
	HARBOR FREIGHT TOOLS	REPLACEMENT TOOLS	40141280.535000.	112.89
60087	HASLER, INC	POSTAGE MACHINE LEASE	00104190.545000.	219.60
60088	HD FOWLER COMPANY	BALL VALVE,ADAPTERS	40140580.531000.	78.29
	HD FOWLER COMPANY	METER BOX,LID,SUPPLIES	40140580.531000.	580.32
	HD FOWLER COMPANY	HYDRANT,FITTINGS	40141080.531000.	2,008.76
	HD FOWLER COMPANY	GASKET,SLEEVE	42047165.531920.	123.90
60089	HEALTHFORCE PARTNERS, INC	PRE-EMPLOYMENT EXAM-GERFIN, B	00103010.541000.	472.00
	HEALTHFORCE PARTNERS, INC	EXAM	10111230.541000.	85.00
60090	HERDT, TIM & HELENA	JURY DUTY	00102515.549000.	16.16
60091	HERTZ EQUIPMENT RENTAL	ADJUSTMENT FROM INV 23866004-0	40141180.531000.	-36.20
	HERTZ EQUIPMENT RENTAL	BUCKET RENTAL	40220594.563000.W0604	97.76
	HERTZ EQUIPMENT RENTAL	EXCAVATOR RENTAL	40220594.563000.W0604	870.98
60092	LOREN J. HOLE	JURY DUTY	00102515.549000.	22.10
60093	IOS CAPITAL	COPIER CHARGES	00100020.545000.	320.38
	IOS CAPITAL		00100030.545000.	119.46
	IOS CAPITAL		00100050.545000.	220.47
	IOS CAPITAL		00100110.545000.	351.65
	IOS CAPITAL		00100310.545000.	221.97
	IOS CAPITAL		00100720.545000.	114.68
	IOS CAPITAL		00101023.545000.	304.71
	IOS CAPITAL		00101130.545000.	304.71
	IOS CAPITAL		00102020.545000.	192.23
	IOS CAPITAL		00102020.545000.	225.56
	IOS CAPITAL		00103121.545000.	321.45

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60093	IOS CAPITAL	COPIER CHARGES	00103222.545000.	33.19
	IOS CAPITAL		00103960.545000.	163.99
	IOS CAPITAL		00104190.545000.	58.65
	IOS CAPITAL		00104190.545000.	380.10
	IOS CAPITAL		00104190.545000.	583.18
	IOS CAPITAL		00105250.545000.	44.53
	IOS CAPITAL		00105380.545000.	345.35
	IOS CAPITAL		00105515.545000.	175.79
	IOS CAPITAL		00143523.545000.	273.18
	IOS CAPITAL		10111230.545000.	105.89
	IOS CAPITAL		40142480.545000.	42.90
	IOS CAPITAL		40143410.545000.	766.95
	IOS CAPITAL		42047165.545000.	21.72
	IOS CAPITAL		50100065.545000.	20.96
	IOS CAPITAL		50200050.545000.	20.95
60094	INTEGRA TELECOM	ACCT #010495321	00100020.542000.	134.94
	INTEGRA TELECOM		00100050.542000.	168.27
	INTEGRA TELECOM		00100110.542000.	49.07
	INTEGRA TELECOM		00100310.542000.	59.26
	INTEGRA TELECOM		00100720.542000.	13.08
	INTEGRA TELECOM		00101023.542000.	68.23
	INTEGRA TELECOM		00101130.542000.	36.45
	INTEGRA TELECOM		00102020.542000.	342.87
	INTEGRA TELECOM		00103010.542000.	96.96
	INTEGRA TELECOM		00103121.542000.	117.73
	INTEGRA TELECOM		00103222.542000.	405.49
	INTEGRA TELECOM		00103528.542000.	22.38
	INTEGRA TELECOM		00103630.542000.	11.18
	INTEGRA TELECOM		00103960.542000.	146.78
	INTEGRA TELECOM		00104190.542000.	160.51
	INTEGRA TELECOM		00104230.542000.	12.85
	INTEGRA TELECOM		00105120.542000.	145.60
	INTEGRA TELECOM		00105250.542000.	24.85
	INTEGRA TELECOM		00105515.542000.	61.30
	INTEGRA TELECOM		00143523.542000.	87.61
	INTEGRA TELECOM		10111230.542000.	90.15
	INTEGRA TELECOM		40142480.542000.	118.03
	INTEGRA TELECOM		40143410.542000.	237.94
	INTEGRA TELECOM		41046170.542000.	11.14
	INTEGRA TELECOM		42047061.542000.	60.24
	INTEGRA TELECOM		50100065.542000.	35.22
	INTEGRA TELECOM		50148058.542000.	11.19
	INTEGRA TELECOM		50200050.542000.	22.87
	INTEGRA TELECOM		50300090.542000.	100.54
60095	IRON MOUNTAIN QUARRY LLC	1 1/4 MINUS	40145040.549200.M0921	802.42
60096	JUBIE CONSTRUCTION	UB 984410000002 6905 44TH ST N	410.122100.	264.96
60097	JUSTICE SYSTEMS CORP	REPAIR POWER PROBLEMS W/CAMER.	00100010.531000.	518.57
	JUSTICE SYSTEMS CORP	(7) CAMERAS (3) LENSES	00100010.531000.	1,763.23
60098	CARLTON DOUP	INSTRUCTOR SERVICES	00105120.541020.	414.75
60099	RICHARD C. LAKE	JURY DUTY	00102515.549000.	14.95
60100	LES SCHWAB TIRE CENTER	(2) TIRE CHAINS	00105380.531000.	282.25
	LES SCHWAB TIRE CENTER	CASING CREDIT	501.141100.	-70.00

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60100	LES SCHWAB TIRE CENTER	(5) TIRES	501.141100.	924.62
	LES SCHWAB TIRE CENTER	(2) TIRES	501.141100.	1,446.34
	LES SCHWAB TIRE CENTER	(12) TIRES	501.141100.	2,302.75
60101	JERRY LINEBARGER	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
60102	LITTLE RED WEAVER BIRD, INC	INSTRUCTOR SERVICES	00105120.541020.	64.00
	LITTLE RED WEAVER BIRD, INC		00105120.541020.	93.60
	LITTLE RED WEAVER BIRD, INC		00105120.541020.	266.40
	LITTLE RED WEAVER BIRD, INC		00105120.541020.	1,152.00
60103	LOWES HIW INC	COMPUTER GROMMETS,POWER STRIP	10400022.549000.0914	70.19
	LOWES HIW INC	DRILL BATTERIES	40140580.535000.	277.54
60104	JUSTIN E. MARTINEZ	JURY DUTY	00102515.549000.	18.80
60105	MARYSVILLE PRINTING	ENVELOPES	00100110.531000.	119.46
	MARYSVILLE PRINTING	(15) 2008 CAFR	00101023.541000.	194.07
	MARYSVILLE PRINTING	ENVELOPES	00105515.531000.	238.92
60106	MARYSVILLE SCHOOL DISTRICT #25	MMS FACILITY USEAGE	00105120.531091.	178.50
60107	CITY OF MARYSVILLE	WTR/SWR/GRB @ 1635 GROVE	00100010.547000.	1,681.73
	CITY OF MARYSVILLE	WATER @ 6915 ARMAR RD	00105380.547000.	29.37
	CITY OF MARYSVILLE		00105380.547000.	31.82
	CITY OF MARYSVILLE	WTR/SWR @ 6915 ARMAR RD	00105380.547000.	124.37
	CITY OF MARYSVILLE	WATER @ 6915 ARMAR RD IRR	00105380.547000.	132.19
	CITY OF MARYSVILLE	WATER @ 6915 ARMAR RD	00105380.547000.	198.59
	CITY OF MARYSVILLE	WTR/SWR @ 5315 64TH ST NE	00105380.547000.	198.59
	CITY OF MARYSVILLE	WTR/SWR/GRB @ 6915 ARMAR RD	00105380.547000.	2,424.72
	CITY OF MARYSVILLE	WTR/SWR/GRB @ 6120 GROVE	00112572.547000.	511.41
60108	MARY J. MCCLANAHAN	JURY DUTY	00102515.549000.	16.60
60109	MCCONNELL & ASSOC	HEARING EXAMINER	00102020.541000.	784.73
60110	MARK A. MCGUIRE	JURY DUTY	00102515.549000.	18.47
60111	WALTER MCKINNEY	LEOFF 1 REIMBURSEMENT	00103010.541100.	912.22
60112	MODERN MACHINERY CO. INC.	EXTRA KEYS FOR SHOP AND SUPERV	10111230.531000.	43.44
60113	HERMAN MOUNT	LEOFF 1 REIMBURSEMENT	00103010.541100.	98.00
60114	MSVL FIRE DEPARTMENT	UB 240290000001 10626 52ND AVE	401.122110.	26.66
60115	N & A HOFFMAN FAMILY LP	UB 941515000001 1349 BEACH AVE	401.122110.	43.36
60116	NAUTILUS ENVIRONMENTAL, LLC	BIOASSEY TESTING CHRONIC TOPSM	40142480.541000.	3,360.00
60117	NEXTEL COMMUNICATIONS	NEXTEL EQUIPMENT	40143410.531000.	347.48
	NEXTEL COMMUNICATIONS		50300090.542000.	173.74
60118	NEXXPOST LLC	POSTAGE MACHINE SUPPLIES	00104190.531000.	52.96
60119	ESTHER NICOLAS	REFUND SECURITY DEPOSIT	001.239100.	200.00
	ESTHER NICOLAS		00110362.324001.	10.00
60120	NORTH COUNTY OUTLOOK	AD FOR HOLIDAY BAZAAR	00105250.544000.	24.50
60121	NORTHWEST CASCADE INC	HONEY BUCKET	00105380.545000.	102.18
60122	NRC ENVIRONMENTAL SERVICES, INC	PROVIDED SERVICE TO REMOVE SAN	40142480.548000.	14,997.66
60123	NUNNALLY, JOHN	UB 225226000000 5226 122ND PL	401.122110.	169.72
60124	VANCE P ODELL	PUBLIC DEFENDER	00105515.541040.	6,000.00
60125	OFFICE DEPOT	OFFICE SUPPLIES	00100020.531000.	5.41
	OFFICE DEPOT		00100020.531000.	22.28
	OFFICE DEPOT		00100020.531000.	25.61
	OFFICE DEPOT		00100110.531000.	11.99
	OFFICE DEPOT		00101130.531000.	12.58
	OFFICE DEPOT		00101130.531000.	22.47
	OFFICE DEPOT		00101130.531000.	28.14
	OFFICE DEPOT		00102020.531000.	15.51
	OFFICE DEPOT		00102020.531000.	58.85

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60125	OFFICE DEPOT	OFFICE SUPPLIES	00102020.531000.	63.24
	OFFICE DEPOT		00102020.531000.	91.36
	OFFICE DEPOT	MAIL BOXES	00103010.531000.	30.01
	OFFICE DEPOT	OFFICE SUPPLIES	00103010.531000.	30.52
	OFFICE DEPOT		00103010.531000.	115.73
	OFFICE DEPOT		00103121.531000.	50.21
	OFFICE DEPOT		00103222.531000.	120.00
	OFFICE DEPOT		00103222.531000.	140.00
	OFFICE DEPOT		00104190.531000.	46.65
	OFFICE DEPOT		00104190.531000.	100.00
	OFFICE DEPOT		00105250.531000.	100.91
	OFFICE DEPOT		00105380.531000.	21.35
	OFFICE DEPOT		00105515.531000.	7.42
	OFFICE DEPOT		00105515.531000.	188.68
	OFFICE DEPOT		00143523.531000.	6.22
	OFFICE DEPOT		00143523.531000.	10.52
	OFFICE DEPOT		10308521.535000.0933	197.03
	OFFICE DEPOT		10308521.535000.0933	197.03
	OFFICE DEPOT		10400022.549000.0914	197.03
	OFFICE DEPOT		40143410.531000.	5.40
	OFFICE DEPOT		40143410.531000.	7.43
	OFFICE DEPOT		40143410.531000.	14.86
	OFFICE DEPOT		40143410.531000.	22.28
	OFFICE DEPOT		40143410.531000.	25.61
	OFFICE DEPOT		40143410.531000.	87.79
	OFFICE DEPOT		50100065.531000.	0.60
	OFFICE DEPOT		50100065.531000.	2.48
	OFFICE DEPOT		50100065.531000.	2.84
	OFFICE DEPOT		50200050.531000.	0.60
	OFFICE DEPOT		50200050.531000.	2.48
	OFFICE DEPOT		50200050.531000.	2.84
60126	OFFICE INTERIORS INC	TABLE	10111230.531000.	131.41
	OFFICE INTERIORS INC		40145040.531000.	131.40
60127	OREGON MUDDERS INC	GOLF BOOTS	420.141100.	653.14
60128	PACIFIC NW BUSINESS PRODUCTS INC	TONER	00101130.531000.	105.26
	PACIFIC NW BUSINESS PRODUCTS INC		00103010.531000.	381.95
	PACIFIC NW BUSINESS PRODUCTS INC		00143523.531000.	105.26
60129	PACIFIC POWER PRODUCTS	TUBES	00105380.548000.	52.02
60130	PACIFIC POWER PRODUCTS	DECK WHEEL CASTERS	00105380.548000.	50.88
60131	PACIFIC TOPSOILS INC	CONCRETE DUMP	40145040.549200.M0921	205.20
	PACIFIC TOPSOILS INC		40145040.549200.M0921	205.20
60132	PAPE MACHINERY	EXTRA KEYS FOR SHOP AND SUPERV	10111230.531000.	62.41
60133	THE PARTS STORE	FLASHER	501.141100.	19.58
	THE PARTS STORE	OIL FILTERS,FLASHER,SOLENOIDS	501.141100.	154.08
	THE PARTS STORE	RETURN FLASHER	50100065.534000.	-47.39
	THE PARTS STORE	SPARK PLUGS,FUEL FILTER	50100065.534000.	6.13
	THE PARTS STORE	THERMOSTAT AND GASKET	50100065.534000.	10.73
	THE PARTS STORE	TRANS FILTER KIT	50100065.534000.	11.04
	THE PARTS STORE	TURN SIGNAL SWITCH	50100065.534000.	15.64
	THE PARTS STORE	SPARK PLUGS	50100065.534000.	27.39
	THE PARTS STORE	FLASHER	50100065.534000.	31.75
	THE PARTS STORE	SPARK PLUGS	50100065.534000.	48.65

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60133	THE PARTS STORE	SERPENTINE BELT,AC BELT	50100065.534000.	54.14
	THE PARTS STORE	SPARK PLUGS,WIRES	50100065.534000.	74.01
	THE PARTS STORE	TURN SIGNAL SWITCH	50100065.534000.	83.76
60134	LAURIE HUGDAHL	MINUTE TAKING SERVICE	00101130.541000.	93.00
60135	PETTY CASH- PW	POSTER,WIRE NUTS,PARTS,CARDS	00100020.531000.	17.35
	PETTY CASH- PW		40140080.548000.	6.49
	PETTY CASH- PW		40140180.548000.	0.83
	PETTY CASH- PW		40141280.531000.	19.54
	PETTY CASH- PW		40143410.549000.	10.85
60136	DENISE FREEMAN	(3) JACKETS-CARLILE,LEE,VASCON	00103222.526000.	360.76
	DENISE FREEMAN		00103222.526000.	360.76
	DENISE FREEMAN	UNIFORM-SMITH, B	00103222.526000.	764.93
	DENISE FREEMAN	UNIFORM-CARLILE	00103222.526000.	835.45
	DENISE FREEMAN	(3) JACKETS-CARLILE,LEE,VASCON	00104230.526000.	360.76
60137	PILCHUCK CONTRACTORS	WATCHDOG METER REFUND LESS DEI	401.245200.	65.60
60138	UNITED STATES POSTAL SERVICE	POSTAGE ACCT #64291	00102020.542000.A0701	4,000.00
	UNITED STATES POSTAL SERVICE		00143523.542000.	4,000.00
60139	PROFORCE MARKETING, INC	TASER	10308521.535000.0932	1,302.12
60140	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #565-001-518-2	00100010.547000.	307.92
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #418-001-612-5	00100010.547000.	3,619.99
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #345-002-210-2	00105380.547000.	15.75
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #341-007-063-9	00105380.547000.	297.56
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #490-001-155-4	00112572.547000.	5,185.08
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #343-042-303-2	10110463.547000.	772.54
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #609-000-699-7	10111864.547000.	86.95
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #564-001-175-4	10111864.547000.	127.87
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #500-001-942-1	40140180.547000.	40.77
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #540-011-293-3	40140180.547000.	95.77
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #335-001-900-0	40140180.547000.	434.74
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #401-001-485-2	40140180.547000.	2,072.11
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #224-078-532-5	40141580.547000.	1,800.27
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #370-002-191-2	40142480.547000.	11,005.09
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #461-029-794-9	40142480.547000.	11,137.16
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #447-001-040-8	40142480.547000.	15,219.17
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #289-075-529-7	40143780.547000.	1,401.64
60141	R&D PARK CREEK LLC	RECOVERY CONTRACT #253-SEWER	401.253000.	2,800.70
60142	RH2 ENGINEERING INC	PAY ESTIMATE # 21	40200034.560000.W0705	1,662.00
60143	TAMARA ROBBINS	INSTRUCTOR SERVICES	00105120.541020.	52.50
	TAMARA ROBBINS		00105120.541020.	56.00
	TAMARA ROBBINS		00105120.541020.	210.00
	TAMARA ROBBINS		00105120.541020.	392.00
	TAMARA ROBBINS		00105120.541020.	787.50
60144	ROBERTS MOTORS INC	MOTOR CONTROLLER ASSEMBLY	50100065.534000.	914.62
60145	MITCHEL L. ROBINSON	JURY DUTY	00102515.549000.	17.76
60146	ROY ROBINSON CHEVROLET	HEATER FAN RESISTER PACK,CONNE	50100065.534000.	147.29
60147	SANDERS, DORENE	UB 761299000000 7523 79TH DR N	401.122110.	286.60
60148	LYNN SCHROEDER	REIMBURSE FOR ON-GOING MTG ITE	00100060.549000.	41.43
	LYNN SCHROEDER		00100110.549000.	26.90
60149	SCHWERTLEY, ROBERT	UB 730330000000 1931 66TH PL N	401.122110.	638.76
	SCHWERTLEY, ROBERT		401.122130.	14.66
60150	SEVERNS, JAIME	UB 890282000000 5108 80TH ST N	401.122130.	79.28
60151	SITELINES PARK & PLAYGROUND PRODUCT	DELIVERY CHARGE	00105380.531000.	93.85

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60152	RAY SIZEMORE	LEOFF 1 REIMBURSEMENT	00103010.541100.	38.00
60153	SMOKEY POINT CONCRETE	SHORT LOAD	30500030.563000.R0301	425.17
	SMOKEY POINT CONCRETE	DRAIN ROCK	40145040.549200.M0921	377.08
60154	SNOHOMISH COUNTY CORRECTIONS	INMATE HOUSING 11/09	00103960.551000.	47,872.25
60155	SNO CO PUBLIC WORKS	SOLID WASTE DISPOSAL FEES 11/0	41046060.551000.	116,397.00
60156	JOHNNY B. SOULIER	JURY DUTY	00102515.549000.	16.60
60157	SOUND PUBLISHING INC	BUDGET NOTICES-ACCT # 88522147	00101130.544000.	296.58
60158	SOUND SAFETY PRODUCTS CO INC	GLOVES	501.141100.	138.14
	SOUND SAFETY PRODUCTS CO INC	EAR PLUGS,HARDHAT	501.141100.	180.54
	SOUND SAFETY PRODUCTS CO INC	GLOVES	501.141100.	336.01
60159	EDWIN R. SPENCE	JURY DUTY	00102515.549000.	19.90
60160	SRV CONSTRUCTION	PAY ESTIMATE # 2	402.223400.	-7,701.32
	SRV CONSTRUCTION		40250594.563000.D0902	167,272.61
60161	WASHINGTON STATE PATROL	FINGERPRINT ID SERVICES	001.237100.	77.00
	WASHINGTON STATE PATROL	BACKGROUND CHECKS 11/09	00100310.541000.	230.00
60162	STEBBINS, CRYSTAL	UB 281500113001 12413 57TH DR	401.122110.	112.68
60163	SUNSET BOULEVARD PROPERTY LLC	RECOVERY CONTRACT #253-SEWER	401.253000.	2,800.70
60164	TAYLORMADE	BURNER RESCUE 08	420.141100.	86.52
60165	CLAUDE R. TIEKEN	JURY DUTY	00102515.549000.	21.00
60166	TOTAL RENTAL CENTER, INC.	CANOPY RENTAL	00105090.531280.	445.80
60167	TRANSPORTATION IMPROVEMENT BOARD	RETURN FUNDS FROM OVERPAYMEN	30500030.563000.R0502	113,780.35
60168	DEPT OF TRANSPORTATION NW REGION	PROJECT COSTS 10/09	30500030.563000.R0604	638.92
60169	TYLER TECHNOLOGIES, INC.	A/P CHECKS,P/R DIRECT DEP FORM	00101023.531000.	364.78
60170	UNITED PIPE & SUPPLY INC	SAW BLADES	40140480.531000.	352.96
	UNITED PIPE & SUPPLY INC	ELL	40145040.549200.M0921	10.81
	UNITED PIPE & SUPPLY INC		40145040.549200.M0921	54.02
	UNITED PIPE & SUPPLY INC	TEE	40145040.549200.M0921	54.90
	UNITED PIPE & SUPPLY INC	REDUCER	40145040.549200.M0921	140.67
60171	UNITED RENTALS	STARTER RECOIL ASSEMBLY	50100065.534000.	94.97
60172	VAN DAM'S ABBEY CARPETS	LAMINATE	42047061.549100.	267.16
	VAN DAM'S ABBEY CARPETS	CARPET HALL AND MAIN FLOOR	42047061.549100.	4,610.91
	VAN DAM'S ABBEY CARPETS	BAR TOP BAR BACK-RESTAURANT	42047061.549100.	5,538.60
60173	VERIZON NORTHWEST	ACCT #109471572710	00103121.542000.	57.03
	VERIZON NORTHWEST	ACCT #POLE BLDG	00103222.542000.	1.90
	VERIZON NORTHWEST	ACCT #109471572710	00105120.542000.	79.99
	VERIZON NORTHWEST	ACCT #102857559902	00112572.542000.	103.14
60174	LOREN R. WAXLER	PUBLIC DEFENDER	00105515.541040.	285.00
	LOREN R. WAXLER		00105515.541040.	435.00
60175	WEBCHECK	WEBCHECK CANOPY SERVICE 11/09	00143523.541000.	630.00
60176	CANDY WELLS-SEHORN	REFUND SECURITY DEPOSIT	001.239100.	200.00
60177	WEST PAYMENT CENTER	WA COURT RULES LOCAL & STATE 2	00105515.549000.	181.85
	WEST PAYMENT CENTER	WEST INFORMATION	00105515.549000.	484.63
60178	WESTERN PETERBILT INC	LOW AIR PRESSURE SWITCH	50100065.534000.	13.78
60179	LISA WOOD	INSTRUCTOR SERVICES	00105120.541020.	70.00
	LISA WOOD		00105120.541020.	315.00
60180	LAUREN M. WOODMANSEE		00105120.541020.	520.00
60181	SANDY WYLIE	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
60182	XERIPAVE, LLC	(50) PAVER,PALLETS	00105380.531000.	586.44


WARRANT TOTAL:

1,314,054.84

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: January 11, 2010

AGENDA ITEM: Payroll	AGENDA SECTION:	
PREPARED BY: Sandy Langdon, Finance Director	AGENDA NUMBER:	
ATTACHMENTS: Blanket Certification	APPROVED BY: 	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

RECOMMENDED ACTION: The Finance and Executive Departments recommend City Council approve the December 18, 2009 payroll in the amount \$951,265.29 Check No.'s 22157 through 22207.
COUNCIL ACTION:

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: January 11, 2010

AGENDA ITEM: Shasta Ridge PRD Phase I - Final Plat	AGENDA SECTION: New Business	
PREPARED BY: Cheryl Dungan, Planning Manager –Land Use	APPROVED BY:	
ATTACHMENTS: 1. Hearing Examiner’s Decision dated 10/27/2009 2. Developer Agreement 3. Site Plan 4. Final Plat Checklist		
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

DESCRIPTION:

On October 27, 2009, the Hearing Examiner approved the substantial revision to the approved preliminary plat of Shasta Ridge, creating 110 lots on approximately 17.55 acres. The preliminary plat is also subject to a Developer Agreement approved by the City Council and recorded under AF# 200910200400. The applicant is constructing the project in five (5) phases. Phase 1, which consists of 35 lots, has been constructed.

The plat is generally located on the west side of 83rd Ave NE, approximately 300 feet south of the 83rd Ave NE/40th St NE intersection.

The applicant has met all conditions of final plat approval, with the exception of obtaining security funding for water/sewer and road/storm maintenance obligations. The applicant is currently in the process of obtaining the necessary security, therefore staff is placing the item on the Council’s agenda for final plat approval. The applicant has been given until the end of the working day on January 4th to obtain the necessary items. If all items have not been completed within the allotted time, staff will request that the final plat for Shasta Ridge Phase I be rescheduled to January 25th, or until such time security funding can be obtained.

<p>RECOMMENDED ACTION: City staff recommends the City Council approve and authorize the Mayor to sign the Final Plat of Shasta Ridge Phase I; provided all items of deficiency have been completed.</p>
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<p>COUNCIL ACTION:</p>

Received

OCT 28 2009

City of Marysville
Community Development

CITY OF MARYSVILLE
Hearing Examiner
Findings, Conclusions and Decision

APPLICANT: Shasta Ridge, LLC

CASE NO.: PA 09029

LOCATION: West side of 83rd Ave. NE, approximately 300-feet south of the 83rd Ave. NE/40th St. intersection, on Assessor Parcel Numbers (APN) 00590700021500, 00590700021800, and 00590700023800.

APPLICATION: Request for a substantial revision to an approved Snohomish County preliminary plat to allow a 110-lot PRD, including 92 SF attached units and 18 SF detached units; with utilization of Residential Density Incentives (RDI).

SUMMARY OF DECISION:

Planning Staff Recommendation: Approve with conditions

Hearing Examiner Decision: Approve with conditions

PUBLIC HEARING:

After reviewing the official file, which included the Staff Advisory Report, and after visiting the site, the Hearing Examiner conducted a public hearing on the application. The hearing on the application was opened at 7:02 p.m., October 22, 2009, in the Council Chambers, Marysville, Washington, and closed at 7:06 p.m. Participants at the public hearing are listed in the minutes of the hearing. A verbatim recording of the hearing and more complete minutes are available in the Community Development Department. A list of exhibits offered and entered at the hearing and a list of parties of record are attached to this report.

HEARING COMMENTS:

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

Cheryl Dungan, Planning Manager

Aaron Metcalf, Belmark Industries, for the applicant

No one from the general public spoke at the public hearing.

WRITTEN COMMENTS:

Prior to the hearing, two letters were received on this issue and entered into the record as Exhibit 28. The letters were addressed in the staff advisory report to the Hearing Examiner.

REQUEST:

The applicant is requesting preliminary plat approval of a Planned Residential Development (PRD) consisting of a total of 110 lots, including 92 attached single-family dwelling units and 18 detached single family dwelling units. The proposal includes the utilization of residential density incentives, including the construction of, and dedication to the City, of an approximately 1.5-acre active public park. In addition to the public park, approximately 3.7 acres are being set aside as wetland and Native Growth Protection Area (NGPA). The request represents a substantial revision to a 73-lot preliminary plat that was originally approved by Snohomish County. Construction of roads, utilities, and stormwater facilities have been substantially completed on the site; however, the applicant has indicated that the preliminary plat approved by the County can no longer be developed due to adverse market conditions and the inability to secure financing.

PROJECT HISTORY:

Shasta Ridge, LLC submitted an application to Snohomish County on April 24, 2006 for a 73-lot single family subdivision of 17.55 acres utilizing lot size averaging, with concurrent rezone from R-9,600 to R-8,400. The application was determined to be complete on May 22, 2006. A Determination of Non-Significance was issued on October 20, 2006 and the Snohomish County Hearing Examiner issued preliminary plat approval on January 8, 2007. The subject property was annexed to the City of Marysville on December 1, 2006 (Ord. 2661). The applicant submitted civil construction plans to the City of Marysville for review consistent with Snohomish County regulations, pursuant to the *Interlocal Agreement Between The City of Marysville And Snohomish County Concerning Annexation and Urban Development Within the Marysville Urban Growth Area*. The construction plans were approved on May 16, 2007 and construction was subsequently commenced on-site. The site has been graded, and site infrastructure, including streets, water, sewer and stormwater drainage facilities, have been installed according to the originally approved plat design. On August 4, 2009, the applicant submitted a complete application to the City of Marysville for a substantial revision to the county-approved plat. A Notice of application was provided consistent with Marysville Municipal Code requirements and a neighborhood meeting was held on August 26, 2009. On September 28th, 2009 the City Council held a public hearing to consider a Developer Agreement with Shasta Ridge, LLC and approved the agreement 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 and II of the Staff Advisory Report (Hearing Examiner Exhibit 53), as corrected by staff at the hearing, 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 meeting accurately summarize the testimony offered at the hearing and by this reference are entered into the official record.
3. The applicant's representative noted at the hearing that the proposed development is intended to be "affordable housing" and not "low income housing" as had been discussed by one of the neighbors. He said there would be no government financial assistance for the proposed development.
4. If approved as conditioned below, the development will be consistent with the comprehensive plan and will meet the requirements and intent of the Marysville Municipal Code.
5. If approved as conditioned below, the development will make adequate provisions for open space, environmentally sensitive areas, drainage streets and other public ways, water supply, sanitary wastes, public utilities and infrastructure, parks and recreation facilities, playgrounds, sites for schools and school grounds.
6. If approved as conditioned below, the development will be beneficial to the public health, safety and welfare and will be in the public interest.
7. If approved as conditioned below, the development will not lower the level of service of transportation and/or neighborhood park facilities below the minimum standards established within the comprehensive plan.
8. The area, location and features of land proposed for dedication are a direct result of the development proposal are reasonably needed to mitigate the effects of the development, and are proportional to the impacts created by the development.

B. DECISION:

Based upon the foregoing findings of fact and conclusions, the substantial revision to an approved County preliminary plat to allow the 110 lot PRD preliminary plat, preliminary site plan, and utilization of Residential Density Incentives is hereby approved, subject to the following conditions:

1. Prior to final plat approval, the applicant shall be required to grant a recreational easement to the City of Marysville through Tract 999 to allow public access to the planned regional trail

within the abutting power line corridor. Draft easement language shall be submitted to the Community Development Department for review and approval prior to recording.

2. Prior to a final building inspection being granted, ribbon driveways within the development shall be planted with a low maintenance, slow growing, dense growing, hardy type grass such as, but not limited to, the *Baron* variety of *Kentucky Bluegrass*. Alternative vegetative material may be used subject to the approval of the Community Development Department.
3. Prior to final plat approval, the applicant shall submit a detailed park design plan to the City for review and approval.
4. Lot landscaping shall be installed consistent with the 10/06/09 landscape plan submittal or as otherwise approved by the Community Development Department.
5. Development of and future use of the site shall be in accordance with the approved Development Agreement. (MDNS #2)
6. The auto court shall comply with the following minimum requirements (MDNS #4):
 - The auto court shall be constructed with scored concrete, paving blocks, bricks, or other ornamental pavers that clearly indicate that the entire surface is intended for pedestrians as well as vehicles.
 - The court end of the auto court shall be sized to provide a minimum of 24-foot back up distance from the end of any garage, driveway apron, or parking area and the ability for vehicles to turn around must be demonstrated.
7. Within 90 days of sanitary sewer being available from the future planned route to the west of the Shasta Ridge subdivision, Shasta Ridge, LLC, or future owner(s) or assign(s), shall abandon the temporary portion of the subject sewer main in accordance with City of Marysville requirements and re-route sewer for the Shasta Ridge subdivision via the line to the west. (MDNS #5)
8. Prior to final subdivision approval, a six-foot fence constructed of cedar, or other material approved by the Community Development Department, shall be constructed at the north and south stubs of the development's north/south road and signage shall be installed that indicates that the road will be extended in the future. (MDNS #6)
9. Prior to final subdivision approval, the applicant shall provide a wetland buffer enhancement/planting and monitoring plan in accordance with Chapter 19.24 MMC. Enhancement shall be completed prior to final plat approval. (MDNS #7)

10. The applicant shall participate on a proportionate share basis towards the City's street system. 40th St. (Sunnyside Blvd. to 83rd Ave. NE) is included in the adopted fee basis for Traffic Impact Fee (TIF) calculations; therefore, the construction costs of 40th St. NE may be credited toward the project's traffic impact fees. In order to determine the amount of credit for which the applicant is eligible, an itemized list of costs associated with the construction of the road shall be submitted for review. Payment of any owing traffic impact fees shall be made prior to final subdivision approval. (MDNS #8)
11. The applicant shall participate on a proportionate share basis towards the County's street system in the amount of **\$24,613.94**. Payment shall be made prior to final subdivision approval. (MDNS #9)
12. Prior to final subdivision approval, the applicant shall submit an itemized list of costs associated with construction of the public park in order to determine the credit in park impact fees for which the applicant is eligible. (MDNS #10)

Approval of a preliminary subdivision does not guarantee the development yield depicted thereon. A preliminary plat is only "a neat and approximate drawing showing the layout of a proposed subdivision...together with any supporting exhibits...". The yield depicted thereon may have to be reduced for final plat approval if it is found through the final plat review process that the plat as preliminarily approved cannot meet all the applicable minimum standards. Under no circumstances may the development yield be increased without prior public hearing review.

Dated this 27th day of October 2009



Ron McConnell, FAICP
Hearing Examiner

RECONSIDERATION:

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

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. Receipts
2. Checklist for Planned Residential Developments (PRD)
3. Master Permit Application
4. Shasta Ridge Application Submittal Cover letter, 08.04.09
5. CC& R's
6. Bylaws of Shasta Ride Homeowners
7. Wetland Resources, Inc- Critical Areas and IDD Wetland Mitigation Plan
8. Sno. Co. Traffic Worksheet
9. Gibson Traffic- Traffic Memorandum, 07.08.09
10. Gibson Traffic- Traffic Memorandum, 08.03.09
11. Group 4- Final Drainage Report, 07.20.09
12. Environmental Checklist
13. 8 ½ x 11 Floor Plans
14. 8 ½ x 11 Color photos
15. 11 x 17 Site Plan
16. Shasta Ridge Landscape Plan
17. 24 x 36 Landscape Plan
18. 24 x 36 Site Plan
19. Chicago Title- Title report
20. Letter of Complete Application, 08.04.09

21. RFR Checklist
22. Affidavit of Posting-NOA
23. Affidavit of Publication
24. School District Facility faxes, 08.13.09
25. Msvl School District Facility Use Permit
26. Neighborhood Meeting mailing
27. RFR Agency responses
28. Neighbor response letters/emails
29. Traffic Mitigation Offer to Snohomish County
30. Development Agreement by and between City of Marysville and Shasta Ridge
31. Kentucky Bluegrass Varieties
32. Variance request Approval letter, 09.03.09
33. Affidavit of posting- MDNS
34. Affidavit of posting *Revised* MDNS
35. MDNS, 09.02.09
36. Affidavit of posting- Hearing before City Council
37. Affidavit of Boundary Line Adjustment
38. 24 x 36 Site Plan
39. Shasta Ridge Preliminary Plat Revisions, 09.16.09
40. RFR Checklist
41. 24 x 36 Supplemental Roadway Sewer & Drainage Plan
42. 2nd RFR – Agency responses
43. Driveways/photos Memo
44. Washington Plant List
45. 11 x 17 Phase map
46. Shasta Ridge Impervious Area Analysis, 09.21.09
47. 24 x 36 Landscape Plan
48. Wetland Resources- Addendum to the CAR study & Mitigation Plan, 10.01.09
49. Notice of Hearing before the Hearing Examiner
50. Affidavit of Posting-NOH
51. *Revised* Affidavit of Posting-NOH
52. Ordinance 2784
53. Staff Recommendation, 10.15.09
54. Affidavit of Publication-NOH

PARTIES of RECORD:

Brodie Young
Shasta Ridge, LLC
505 Cedar Ave., Suite B-1
Marysville, WA 98270

Aaron Metcalf
Belmark Industries, Inc.
505 Cedar Ave., Suite B-1
Marysville, WA 98270

Floyd and Cathy Ryan
4212 -83rd Avenue NE
Marysville, WA 98270

Ted Trepanier
Trepanier Engineering
1601 Broadway
Everett, WA 98201

Community Development Department

COVER SHEET

Return Address:

CITY OF MARYSVILLE
80 COLUMBIA AVENUE
MARYSVILLE, WA 98270

200910200400 CONFORMED COPY
10/20/2009 11:22am 29 PGS \$90.00
SNOHOMISH COUNTY, WASHINGTON

(Please print or type information)

Document Title(s): (or transactions contained therein) Jones Crk repairs
Development Agreement

Grantor(s): (Last name first, then first name and initials)

Shasta Ridge, LLC

Grantee(s): (Last name first, then first name and initials)

THE CITY OF MARYSVILLE

Legal description: (abbreviated - i.e., lot, block, plat or section,
township, range, qtr./qtr.)

Parcel 2 of Snohomish County Boundary Line Adjustment recorded
under File number 200705070438, and Tract 218, Sunnyside Five Acre
Tracts, and Tract 238, Sunnyside Five Acre Tracts, according to the Plat
thereof, recorded in Vol. 7 of Plats, page 19, records of Snohomish Co.

Reference Number(s) of Documents assigned or released: N/A

Assessor's Property Tax Parcel/Account Number:

00590700021500, 00590700021800 and 00590700023800

The Auditor/Recorder will rely on the information provided on the form.
The staff will not read the document to verify the accuracy or
completeness of the indexing information provided herein.

{ PRIVATE }

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF MARYSVILLE AND SHASTA RIDGE, LLC

THIS DEVELOPMENT AGREEMENT, hereinafter referred to as the "Agreement," is entered into effective on the 28th day of September, 2009, by and between the City of Marysville, hereinafter referred to as the "City," and Shasta Ridge, LLC, hereinafter referred to as the "Applicant," in connection with the real property described herein, hereinafter referred to as the "Property," for the purposes and on the terms and conditions set forth herein.

WHEREAS, the Applicant controls certain real property located on the west side of 83rd Avenue NE, approximately 300 feet south of the 83rd Ave. NE/40th Street intersection, on Parcel Numbers (APN) 00590700021500, 00590700021800 and 00590700023800, described in **Exhibit A** (the "Property");

WHEREAS, the Applicant submitted a preliminary plat application to Snohomish County for a 73 single family lot subdivision, which was approved by the County on January 8, 2007, based on the County's determination that the application was in compliance with all County land use requirements that were applicable when the complete application was submitted to the County;

WHEREAS, following approval of the preliminary plat, the applicant constructed and installed infrastructure including streets, stormwater detention and conveyance systems, water and sewer systems, in compliance with County regulations;

WHEREAS, before final plat approval was granted by Snohomish County, the Property was annexed into the City of Marysville and the applicant has submitted a substantially revised preliminary plat application to the City of Marysville for 110 single family lots (a mixture of 92 attached and 18 detached units);

WHEREAS, Section 20.12.130 of the Marysville Municipal Code

provides as follows:

The Hearing Examiner may determine that applications for substantial revisions of preliminary plats that were approved by Snohomish County be approved, based on the following circumstances and conditions:

- (1) The preliminary plat was approved by Snohomish County in compliance with all County land use requirements that were applicable when the complete application was submitted to the County;
- (2) All conditions of County approval have been satisfied, including construction and/or installation of all required infrastructure;
- (3) The property owner/developer has provided a sworn and notarized declaration that the preliminary plat approved by the County can no longer be developed due to adverse market conditions and the inability to secure financing;
- (4) The City Council and the property owner/developer have entered into a development agreement pursuant to Ch. 36.70B RCW, which provides for the property owner/developer to retain vested rights for compliance with specified, limited County land use regulations in consideration of construction and/or installation of all County required infrastructure and submittal to the City of a new preliminary plat application that complies with all other City land use regulations; and
- (5) The City's SEPA Responsible Official has determined that the new preliminary plat application and development agreement comply with the State Environmental Policy Act.

WHEREAS, the Applicant has provided the City a sworn and notarized declaration that the preliminary plat approved by the

County can no longer be developed due to adverse market conditions and the inability to secure financing;

WHEREAS, City staff is recommending that the already constructed storm drainage facilities on the Property be accepted; provided that impervious coverage, which is actually less in the revised preliminary plat, is not increased; and further provided that the applicant maximizes the use of low impact development techniques as set forth in Section 4.2 below;

WHEREAS, City staff is also recommending that the wetland tract and buffers, which were established per County code, also be accepted, because the plat infrastructure is in place, with the streets constructed at the edge of the buffer, so that it would be infeasible to widen the buffers unless the utilities and streets were relocated, which is not economically feasible or environmentally acceptable; provided that mitigation measures are implemented as set forth in Section 4 below;

WHEREAS, City staff's recommendation is based on the

following facts: (1) the revised preliminary plat design is consistent with the City comprehensive plan, development regulations, and standards, except for the above referenced drainage facilities and wetland buffers; (2) the revised preliminary plat design is superior to the previously approved design and provides additional open space and a public park; and (3) the City's SEPA Responsible Official has issued a mitigated determination of non-significance for the revised preliminary plat and this Development Agreement;

WHEREAS, the City recognizes the public benefits available from the development of the property as proposed by the Applicant;

WHEREAS, in authorizing development agreements pursuant to RCW Sections 36.70B.170-210, the Legislature found that the lack of certainty in the approval of development projects can result in a waste of public and private resources, escalate housing costs for consumers, and discourage the commitment to

comprehensive planning which would make maximum efficient use of resources at the least economic cost to the public;

WHEREAS, the execution of a development agreement is a proper exercise of the City police power and contractual authority, in order to ensure development that is consistent with the Comprehensive Plan and with applicable development regulations adopted by the City as part of its authority to plan under Chapter 36.70A RCW, and to mitigate the impacts of such development;

WHEREAS, the City held a public hearing on September 28, 2009, to consider this Development Agreement, and the City Council adopted Resolution No. 2270, approving this Development Agreement, consistent with RCW 36.70B.200 and MMC 20.12.130; and

NOW THEREFORE, for good and sufficient consideration and the mutual promises and covenants contained in the Agreement, the Applicant and the City agree as follows:

1.0 RECITALS

1.1 **Ownership.** The Property currently is owned by the following parties: _Shasta Ridge, LLC, 505 Cedar Avenue, Suite B-1, Marysville, WA 98270.

1.2 **Applicant.** Shasta Ridge, LLC, a Washington corporation, and its successors and assigns, herein referenced as "Applicant," is the owner of the Property that is the subject of this Development Agreement.

1.3 **Warranty of Applicant's Authority.** Applicant hereby warrants to the City that Applicant is authorized to commence negotiation of this Development Agreement and to so bind the Property and all fee owners, subject to and contingent upon acquisition of the Property by Applicant or its successors or assigns. If said acquisition fails to

occur, then this Agreement and all obligations set forth herein shall be deemed null and void.

1.4 **Identity of the City.** The City is a noncharter, code City organized pursuant the Optional Municipal Code, Title 35A RCW. The City operates within the Mayor-Council form of government.

1.5 **Warranty of City's Authority.** The City is delegated authority by RCW 36.70B.170 through 36.70B.200 to enter into development agreements as a proper exercise of the municipal police power and contract authority. This Agreement is entered into pursuant to the said authority. It is hereby warranted that the undersigned Mayor has full authority to so enter into this Agreement pursuant to a duly adopted motion of the Marysville City Council.

1.6 **Public Notice.** The City has provided advance notice of opportunity for participation by the public and adjacent land owners.

1.7 **Legal Effect.** Pursuant to MMC 20.12.130, this Development Agreement is a precondition to the Hearing Examiner's decision on the revised preliminary plat and shall have no legal effect independent of the Hearing Examiner's decision.

2.0 LAND USE REGULATIONS

2.1 **Zoning Classification.** The Property is currently zoned _ R-6.5, High Density Single Family as defined at Section 19.12.030 of the Marysville Municipal Code. The said zoning shall apply to and govern and vest the development of the Property during the term of this Agreement, which is five (5) years from date of full execution.

2.2 **Development Regulations.** All City development regulations in existence on the effective date of this Agreement, shall apply to and govern and vest the development of the Property during the term of this Agreement, except as modified by Sections 4.3 and 4.4 hereof.

2.3 **Use of Property.** It is agreed by the parties hereto that development and use of the Property shall be primarily for single family residential use consisting of 92 attached units and 18 detached units, or as otherwise approved by the Hearing Examiner.

3.0 APPLICATION OF CITY AND COUNTY REGULATIONS

3.2 **City Comprehensive Plan Compliance.** The City recognizes that the gross density of the proposed 110 lot plat conforms to the City Comprehensive Plan with respect to use and density.

4.0 CONDITIONS

Subject to approval of the preliminary plat by the Hearing

Examiner, the parties agree that the preliminary plat shall be subject to the following conditions:

4.1 Infrastructure. The Applicant shall provide all necessary infrastructure and make necessary street frontage improvements subject to the adopted City of Marysville Engineering Design and Development standards, except that the stormwater improvements shall be as set forth in Section 4.2 below.

4.2 Stormwater. The parties agree that the City will accept the already constructed storm drainage facilities on the Property; provided that impervious coverage, which is actually less in the redesigned development, is not increased; provided further that the applicant maximizes the use of low impact development techniques such as dispersion, bioretention, protection of native vegetation areas, and preservation and amendment of topsoils, as described in the LID Technical Guidance Manual for Puget Sound and Ch. 19.49

MMC; and provided further that the City's SEPA Responsible Official determines that the stormwater runoff from the development, as managed and regulated pursuant to this condition, will not cause probable significant adverse environmental impacts.

4.3 **Wetlands.** The parties agree that the City will accept the wetland tract and buffers, which were established per County code, because the plat infrastructure is in place, with the streets constructed at the edge of the buffer, so that it would be infeasible to widen the buffers unless utilities and streets were ripped out, which is not economically feasible or environmentally acceptable; provided that all other requirements of Ch. 19.24 MMC are complied with, including the mitigation measures set forth in MMC 19.24.100, 19.24.110, and 19.24.120; and provided further that the City's SEPA Responsible Official determines that the development, as conditioned in this Section, will not cause probable significant adverse environmental impacts

to wetlands on the Property.

4.4 Revised Regulations. Pursuant to RCW 36.70B.170(4), this Development Agreement shall reserve authority for the City to impose new or different regulations to the extent required by a serious threat to the public health and safety.

4.5 Environmental Review. The parties agree that the mitigated determination of nonsignificance issued by the City's SEPA Responsible Official will apply to the revised preliminary plat application, in accordance with the State Environmental Policy Act, Ch. 43.21C RCW.

5.0 DISPUTE RESOLUTION

5.1 Party Consultation. In event of any dispute as to interpretation or application of the terms or conditions of

this Agreement, the Applicant and the Chief Administrative Officer or designee shall meet within ten (10) business days after request from any party for the purpose of attempting, in good faith, to resolve the dispute. The meeting may, by mutual agreement, be continued to a date certain in order to include other parties or persons, or to obtain additional information.

5.2 **Appeal to Council.** In the event that a dispute is not resolved through party consultation pursuant to Section 5.1, above, the matter shall be scheduled for mediation before a mutually agreed upon neutral party.

5.3 **Judicial Appeal.** If the matter has not settled through mediation, any aggrieved party may file an action in the Snohomish County Superior Court, as may be allowed by law and court rules.

6.0 GENERAL PROVISIONS

6.1 **Term** This Development Agreement shall be effective for a term of 5 years following the date of execution. Upon expiration of such period, this Development Agreement can be extended for the term of the associated preliminary plat approval or as otherwise determined by the Hearing Examiner.

6.2 **Termination.** Unless terminated in accordance with the provisions hereof, or amended in writing by a document signed by all parties hereto, this Development Agreement is enforceable during its term by any party to the Development Agreement. Thereafter, this Development Agreement is enforceable with respect to any continuing obligation of the parties that survive termination, as set forth herein.

6.1 **Recording.** This Agreement shall, when approved by the City Council and executed by the parties hereto, be filed as a matter of public record in the office of the Snohomish County Auditor. It is the intent to have this Agreement, so long as it is in force, to be considered, interpreted, and regarded as a covenant running with the land.

6.2 **Applicable Law.** This Agreement shall be governed by and be interpreted in accordance with the laws of the State of Washington.

6.3 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each party hereto. Except where expressly provided otherwise, the parties acknowledge that Applicant shall have the right to assign or transfer all or any portion of the interests, rights and obligations under this Agreement to other parties

acquiring an interest or estate in the Property. Consent by the City shall not be required for any transfer or rights pursuant to this Agreement.

6.4 **Transfer of Ownership.** Any conveyance of the Property by Owner with transfer or assignment of rights pursuant to this Agreement by Owner shall release Owner from any further obligations, duties or liabilities under this Agreement to the extent of such transfer or assignment.

6.5 **Severability.** If any provision of this Agreement is determined to be unenforceable or invalid by a court of law, then this Agreement shall thereafter be modified to implement the intent of the parties to the maximum extent allowable under law.

6.6 **Modification.** This Agreement shall not be modified or

amended except in writing signed by the City and Applicant or their respective successors in interest.

6.7 **Merger.** This Agreement represents the entire agreement of the parties with respect to the subject matter hereof.

There are no other agreements, oral or written, except as expressly set forth herein.

6.8. **Duty of Good Faith.** Each party hereto shall cooperate with the other in good faith to achieve the objectives of this Agreement. The parties shall not unreasonably withhold requests for information, approvals or consents provided for, or implicit, in this Agreement. The parties agree to take further actions and execute further documents, either jointly or within their respective powers and authority, to implement the intent of this Agreement and any subsequent Development Agreement.

6.9 **Disclosure Upon Transfer.** Applicant agrees that in the event of a proposed sale, gift, transfer, segregation, assignment or devise of the Property, Applicant shall disclose the existence of this Agreement to the interested party.

6.10 **No Presumption Against Drafter.** This Agreement has been reviewed and revised by legal counsel for all parties and no presumption or rule that ambiguity shall be construed against the party drafting the document shall apply to the interpretation or enforcement of this Agreement.

6.11 **Notices.** All communications, notices and demands of any kind which a party under this Agreement is required or desires to give to any other party shall be in writing and be either (1) delivered personally, (2) sent by facsimile transmission with an additional copy mailed first class, or

(3) deposited in the U.S. mail, certified mail postage prepaid, return receipt requested, and addressed as follows:

If to the City: City of Marysville

 1049 State Avenue

 Marysville, WA 98270

 Chief of Administrative

 Officer

If to the Applicant: Shasta Ridge, LLC

 505 Cedar Avenue, Suite B-1

 Marysville, WA 98270

With a copy to: _____

Notice by hand delivery or facsimile shall be effective upon receipt. If deposited in the mail, notice shall be deemed received 48 hours after deposit. Any party at any time by notice to the other party may designate a different address or person to which such notice shall be given.

6.12 **Indemnification.** The Applicant shall indemnify, defend and hold the City, its officers, agents, employees and elected officials harmless from all suits, claims, or liabilities of any nature, including attorney's fees, costs and expenses for on account of injuries or damages sustained by persons or property resulting from the negligent (sole or concurrent) acts or omission of the City, its agents, or employees under this agreement or in connection with work performed under the agreement. Applicant's indemnification shall include the above referenced claims, liabilities, fees, costs, and expenses relating to or arising out of any

delays associated with construction of the project, including, but not limited to, issuance or appeals of permits, third party actions, change in laws or regulations, inclement weather, natural disasters, strike and any other delay not within the control of the City or its contractor.

6.13 **Contractual Relationships.** This agreement does not constitute the Applicant as the agent or legal representative of the City for any purpose whatsoever. The Applicant is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of in the name of the City or to bind the City in any manner or thing whatsoever.

6.14 **Non-waiver.** This agreement shall not be construed as a waiver of any and all other development regulations of the City or other governmental agencies applicable to the


development of Applicant's property.

IN WITNESS WHEREOF, the undersigned have set their hands the
day and date set out next to their signatures.

APPLICANT:

10/1/09

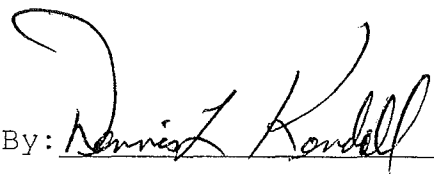
Date

By: 
Aaron R. Metcalf
Shasta Ridge LLC
Manager

CITY OF MARYSVILLE

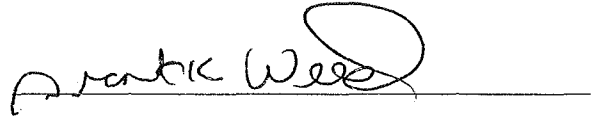
9/28/09

Date

By: 

Dennis Kendall, Mayor

Approved as to Form:

A handwritten signature in cursive script, reading "Grant K. Weed", is written over a horizontal line.

Grant K. Weed, City Attorney

EXHIBIT A

LEGAL DESCRIPTION

CHICAGO TITLE INSURANCE COMPANY

PLAT CERTIFICATE
SCHEDULE A

(Continued)

Order No.: 5723364

LEGAL DESCRIPTION

PARCEL A:

PARCEL 2 OF SNOHOMISH COUNTY BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NUMBER 200705070438, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 210 AND 215, SUNNYSIDE FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 7 OF PLATS, PAGE 19, IN SNOHOMISH COUNTY, WASHINGTON;

EXCEPT THAT PORTION OF SAID TRACT 210 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT 210;

THENCE SOUTH 00°47'02" WEST ALONG THE EAST LINE OF SAID TRACT 210, A DISTANCE OF 95.02 FEET TO THE SOUTH LINE OF THE NORTH 95.00 FEET OF SAID TRACT 210;

THENCE NORTH 87°54'46" WEST ALONG SAID SOUTH LINE A DISTANCE OF 160.00 FEET;

THENCE NORTH 00°47'02" EAST A DISTANCE OF 95.02 FEET TO THE NORTH LINE OF SAID TRACT 210;

THENCE SOUTH 87°54'46" EAST ALONG SAID NORTH LINE A DISTANCE OF 160.00 FEET TO THE POINT OF BEGINNING.

PARCEL B:

TRACT 218, SUNNYSIDE FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 7 OF PLATS, PAGE 19, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

PARCEL C:

TRACT 238, SUNNYSIDE FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 7 OF PLATS, PAGE 19, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

ALL SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

EXHIBIT B



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

FINAL PLAT CHECK LIST

Plat Name:	Shasta Ridge Phase 1	PA #	09029
Item			
Department			
Initials			
Date			
1. Plat Map- Checked & Approved	Land Dev.	AG	12/28/09
	Planning	chi	12/28/09
2. Letter of Segregation to Assessor	Planning	chi	12/28/09
3. Water System/Sewer System			
Letter of Acceptance	Const. Insp.	SAS	12/09
Asbuilts – Including Digital Files	Const. Insp.	SAS	12/09
Bill(s) of Sale	Const. Insp.	SAS	12/09
Maintenance and Warranty Funding	Const. Insp.		
4. Road/Storm Sewer			
Letter of Acceptance	Const. Insp.	SAS	12/09
Asbuilts – Including Digital Files	Const. Insp.	SAS	12/09
Bill(s) of Sale	Const. Insp.	SAS	12/09
Maintenance and Warranty Funding	Const. Insp.		
5. Performance Bond – Submitted/Approved			
(If Required - Road and Storm Drain Only)	Const. Insp.	SAS	12/28/09
6. Inspection Fees - Calculated and Paid	Const. Insp.	SAS	12/09
7. Final Plat Fee - Calculated and Paid	Planning	CAD	11/16/09
8. TIP Fees: No City Fees SNO CO \$223.76 PER LOT	Planning	chi	12/21/09
PAID \$7,831.40 35-LOTS			

9. Parks Mitigation Fees: <u>credit for dedication / construction of public park</u>	Planning	CDD	12/16/09
10. School District Mitigation Fees: _____	Planning	Prior to Bldg permit	CDD 12/16/09
11. Signage and Striping Installed	Const. Insp.	SAS	12/28/09
12. Final Grading and TESC Inspection	Const. Insp.	SAS	12/28/09
13. Satisfied Hearing Examiner's Conditions of Approval	Planning	CDD	12/28/09
14. Utility/Recovery/Main Fees	Land Dev.	RJ	12/28/09

Plat Approved for Recording:

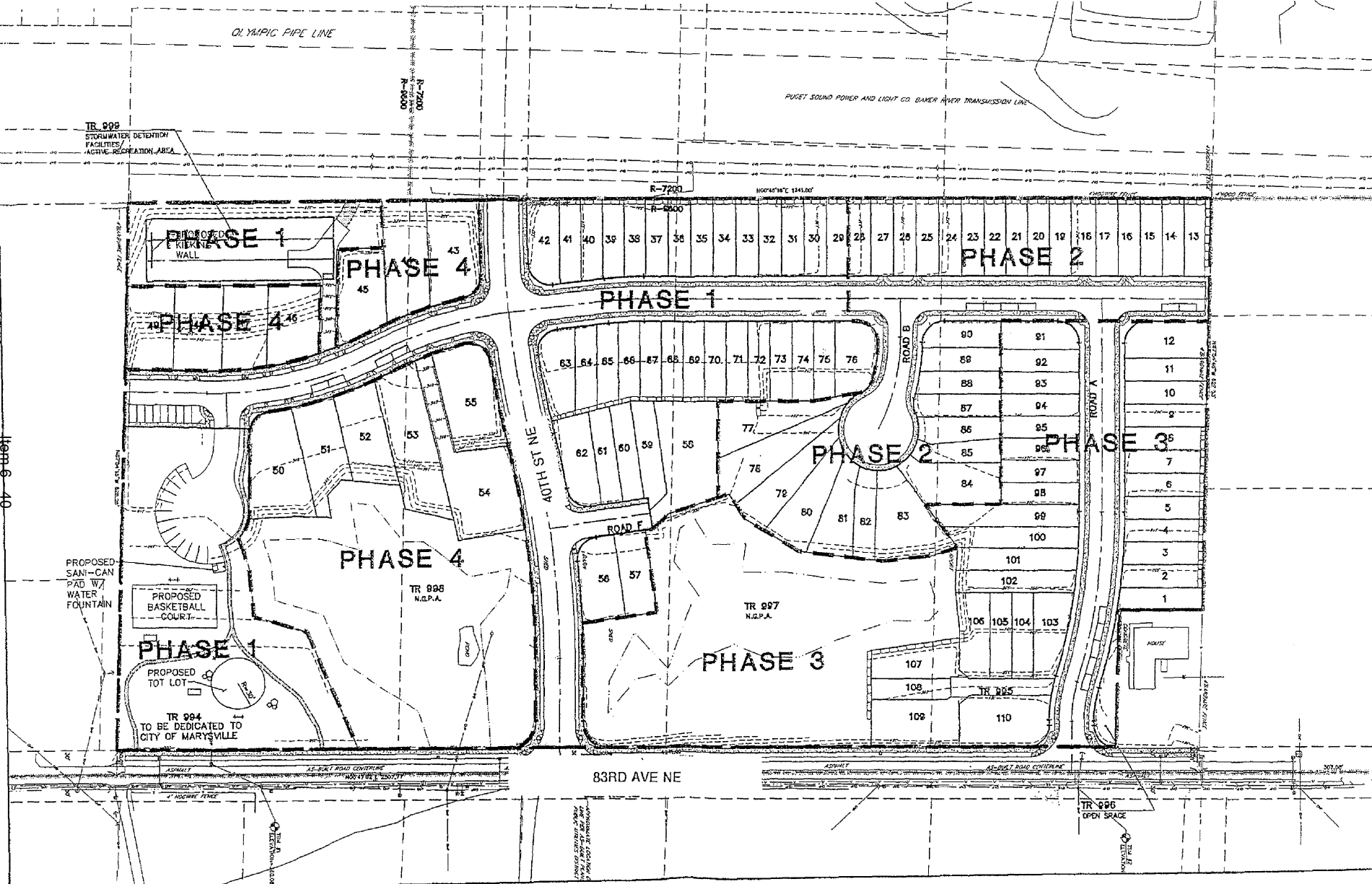
Community Development Director:

Date:

City Engineer:

Date:

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



Item 6 - 40

SITE PLAN
SCALE: 1"=100'



Item 7 - 49

TRACT AREA TABLE

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: January 11, 2009

AGENDA ITEM: PA 09001 “Brutus” Citizen-Initiated Comprehensive Plan Amendment	AGENDA SECTION: New Business	
PREPARED BY: Chris Holland, Senior Planner	APPROVED BY:	
ATTACHMENTS: 1. PC Public Hearing Minutes, dated 12/8/09 <i>Draft</i> 2. Staff Recommendation 3. Letter to PC from HBA Design, dated December 7, 2009 4. PC Workshop Minutes, dated 9/22/09 & 11/10/09 5. Memo to PC from Chris Holland, dated November 6, 2009 6. Application Materials	MAYOR	CAO
	AMOUNT:	
BUDGET CODE:		

DESCRIPTION:

Brutus & Associates submitted a citizen-initiated Comprehensive Plan Map Amendment request for the 2009 amendment cycle. The applicant is requesting approval of a change in land use of approximately 12.73-acres from Medium Density, Single-family to Medium Density, Multi-family. The proposed amendment site is located east of 51st Avenue NE, south of 152nd Street NE, west and north of the BNSF railway, bordering Light Industrial zoned property to the north.

According to the application materials, the intent of the proposed map amendment is to provide future development of an upscale apartment or condominium complex that will be clustered or concentrated on one portion of the property and to allow a variety of housing types rather than being limited to single-family homes.

The PC held public workshops on September 22, 2009 and November 10, 2009 and a public hearing on December 8, 2009 to consider the proposed amendment request. After receiving testimony from property owners, staff and other interested parties following public notice, the PC is recommending *denial* of the proposed amendment request, based on the findings and conclusions outlined in the attached Staff Recommendation.

RECOMMENDED ACTION: Affirm the PC’s recommendation <i>denying</i> the “Brutus” Citizen Initiated Comprehensive Plan Amendment.
COUNCIL ACTION:



MARYSVILLE PLANNING COMMISSION

December 8, 2009

7:00 p.m.

City Hall

CALL TO ORDER

Chairman Muller called the December 8, 2009 meeting of the Marysville Planning Commission to order at 7:03 p.m. noting the excused absence of Michael Stevens. The following staff and commissioners were present:

Chairman: Steve Muller

Commissioners: Jerry Andes, Steve Leifer, Deirdre Kvangnes, Eric Emery, Becky Foster

Staff: Community Development Director Gloria Hirashima, Senior Planner Chris Holland, Planning Manager-Land Use Cheryl Dungan, Parks Director Jim Ballew, Recording Secretary Amy Hess

Absent: Michael Stevens

APPROVAL OF MINUTES:

November 24, 2009

Motion made by Commissioner Leifer, seconded by Commissioner Andes to approve the November 24, 2009 meeting minutes as amended. Motion carries, (6-0).

PUBLIC HEARING:

Citizen Initiated Comp Plan Amendment (Brutus) – PA09001

Mr. Holland stated that the hearing had been advertised per code. He then overviewed the proposed Comp Plan Amendment. He noted a correction on the cover page regarding the zoning, adding that the proposal is a Comprehensive Plan Map Amendment only and not a concurrent rezone, as the property is currently located out of Marysville City limits. Mr. Holland overviewed staffs proposed denial of the project and the reasoning behind it. He discussed the alternatives that had been analyzed during the workshop process as part of the recommendation to keep the current land use.

Chair Muller opened the Hearing for public testimony.

John Burkholder 2701 California Ave SW Seattle WA 98116

Mr. Burkholder stated that he had been with the client since the beginning of the North Marysville Master Plan area. He stated that the property in question is not currently in the Master Plan, it is adjacent to it. He stated that the property owners did not want the City to be biased based on the surrounding land uses. He felt that the Light Industrial zoning surrounding the site would create many potential jobs in the future and that they had been told by the City that they did not want a residential portion in this area. The property in question he felt could provide a residential aspect for this developing area and the potential new residents. He thought that it was separated well enough to be rezoned to medium density multi-family residential. The applicants did not feel that the potential detention pond use was appropriate.

Chair Muller questioned whether they had done any design or unit density studies. Mr. Burkholder responded that they felt the proposed density would have a smaller effect on the wetlands on the property than single family. He added they had done a study on an area known as Orchid Lane as a single family zone, but that it was no longer being utilized.

Commissioner Leifer questioned Mr. Burkholder's statement regarding elevation and his knowledge of the change in elevation existing in this area. Mr. Burkholder responded that he was aware of the difference in elevation, but that this site was no better suited for a detention pond than surrounding sites based on elevation.

Chair Muller clarified that the proposed detention pond was never site specific. The decision tonight would not be based on the potential location of the detention pond. He then entered a letter from HBA Design Group dated December 7, 2009 into the record.

Commissioner Foster questioned the effect of the Airport on this property. Mr. Burkholder responded that the approach zone was just to the East of this property, but that it was in a better position than some of the other areas.

Commissioner Leifer questioned Item 12 of the Staff Report and wanted clarification on a submittal. Mr. Burkholder responded that MMC did not require a Master Development Plan be submitted for Comp Plan Amendment Requests. He specified that his firm had done a single family study that was no longer in use.

Chair Muller closed the hearing.

Commissioner Leifer questioned Staff's thoughts on the Letter that had been entered into the record tonight. Mr. Holland responded that he had not had a chance to completely digest the information in the letter but that it didn't seem any different than the material presented in the requested amendment application. Director Hirashima responded that the implication that the City was proposing to down-zone the property, as indicated in the letter was incorrect. She stated that the property was currently zoned single family and that Staff was not recommending a change. She discussed some of the Master Plans in the area and that the thought was that they need to move slowly as this area develops. She explained why the idea of a detention pond in the area was brought up. She explained that the City

has been analyzing and studying this area and has learned a lot since the Smokey Point Master Plan was put in place and that the potential pond was simply a portion of that study.

Chair Muller stated that while he is a proponent of multi-family zoning, that he wasn't sure changing the zoning at this time was appropriate. Commissioner Leifer stated that in the absence of a specific plan at this time, he recommended that the project be denied as recommended in the Staff Recommendation. **Motion** made by Commissioner Leifer, seconded by Commissioner Emery to support Staff's Recommendation, maintaining existing land use of Medium Density Single-Family. Motion carries, (6-0).

NEW BUSINESS:

Qwuloolt Project Update

Kurt Nelson introduced himself and introduced the project. He gave a brief history of the project and explained that the Tulalip Tribes see the City as a partner in this project. He described the Salmon Recovery portion of the project. Mr. Nelson overviewed the four stages of the project, noting that they were moving into the third stage, construction, of the project. Project Alternatives were discussed along with the current project design and the significant changes that had been made.

Jim Ballew gave a briefing of the access and trail system in the project site. He discussed the areas that would be used for staging. He stated that it would not be possible to have a continuous loop trail system in the area as they had originally hoped. The city was currently working to obtain easements to create a boardwalk system to gain access to different areas of the project site. Mr. Ballew said that the difficulty would be financing a boardwalk as they are expensive to construct in this type of soil. This project had the potential for Grant Matching which could move this project in front of other current projects, he added.

Commissioner Leifer questioned the raising of trails that was being proposed and the location of those trails. The specific site was discussed and the potential alternatives to get the trail over the low area. Access to different areas of the site was discussed. The proposed levee breach was discussed. The lack of access across the breach was discussed as well as the costs associated with trying to create a bridge across such a large area. Ballew compared the 529 Bridge that was currently under construction cost of \$50 million due to the soil in the area.

Chair Muller questioned the silt deposits in areas such as Priest Point and how this would affect water levels downstream. Mr. Nelson responded that 3-D studies had been done in the entire project site regarding erosion as well as erosion downstream. He added that new models were being created to address potential problems downstream. It was stated that over time, the site would act as a sediment trap. Content of the levees was discussed; half of the material would come from on-site, the other half would be brought in.

Sign Code

Mr. Holland reviewed where the Commission had left off at the previous meeting. He discussed back-lit signs that were questioned at the previous meeting. Mr. Holland clarified that these types of signs were allowed in the existing and proposed sign code except in Whiskey Ridge and Downtown areas. Sign illumination was discussed as well as how this could be enforced. Spacing of Animated Signs was clarified to coincide with the current code. Non-conforming signs and triggers to bring them into conformity was changed based on comments from the Commission.

Commissioner Leifer questioned how you determine the maintenance of signs and what "extends the life of the sign". It was decided that the wording could be problematic. Mr. Holland described how staff had applied "structural change" in the past and felt that they could continue to apply it as they currently do to determine if a sign was being maintained or changed.

Height of signs in different zones as proposed in the Draft code as well as the Existing code was discussed. Mr. Holland solicited input from the Commission regarding pole signs and sign height. The proposed variance in the Draft code regarding height was discussed. The scenarios where sign bonus allowances would be granted were reviewed by Mr. Holland. Director Hirashima suggested allowing for a higher bonus allowance along freeway corridors.

Chair Muller questioned how sign height was determined on a site that had changes in elevation. Mr. Holland responded that the proposed code would use the average elevation of the site. Existing code measured from the base of the sign. Mr. Holland clarified that the proposed code measured from the base of the sign, not the average elevation of the site, adding that the proposed code would allow for instances where there might be significant grade changes.

Commissioner Foster was concerned that Smokey Point had been removed off of the I-5 sign. She felt that potential patrons were passing by Smokey Point because there was no signage. She felt that a substantial amount of revenue stood to be lost based on the lack of signage. Commissioner Foster wanted help from the City and the Commission.

ADJOURNMENT:

Motion made by Commissioner Foster, seconded by Commissioner Kvangnes, to adjourn at 9:13 p.m. Motion carries, (6-0).

NEXT MEETING:

January 14, 2009

Amy Hess, Recording Secretary



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

**REQUEST FOR AMENDMENT
TO THE
CITY OF MARYSVILLE COMPREHENSIVE PLAN**
Citizen Initiated Amendment

The following is a review of a citizen initiated request for an amendment to the City of Marysville Comprehensive Plan Map land use designation.

File Number: PA 09001

Applicant: Brutus & Associates

Contact: HBA Design Group, LLC
1721 Hewitt Avenue, Suite 401
Everett, WA 98201
(425) 252-2826

Location of Proposal: East of 51st Avenue NE, south of 152nd St NE, west and north of the BNSF railway, within unincorporated Snohomish County.

Assessor's Parcel No.: 31053400300300

Current Use: Vacant undeveloped land

Property size: Approximately 12.73-acres

Snohomish County FLU: Urban Low Density Residential (4 – 6 du/acre)

Snohomish County Zoning: R-9600

Marysville Comp Plan: Medium Density, Single-family (MDSF)

Marysville Implementing Zone: R-4.5

Proposed Land Use: Medium Density, Multi-family (MDMF)

Amendment Request: Comprehensive Plan Map Amendment to change the land use designation from MDSF to MDMF.

Staff Recommendation: ***DENY***, maintaining the existing land use of MDSF.

1.0 EVALUATION

1.1 Request: A NON-PROJECT citizen initiated action requesting approval of a Comprehensive Plan Map Amendment to change the land use designation of approximately 12.73-acres from Medium Density, Single-family (MDSF) to Medium Density, Multi-family (MDMF). According to the application materials, the intent of the proposed map amendment, is to provide future development of an upscale apartment or condominium complex that will be clustered or concentrated on one portion of the property and to allow a variety of housing types rather than being limited to single-family homes.

The MDSF land use designation prohibits multi-family and townhome units except as part of a Planned Residential Development (PRD). Subsequently, the MDMF land use designation, requested by the applicant, allows single-family development with a minimum lot size of 4,000 SF and also allows apartments (high and low rise as well as garden), condominiums, duplexes, triplexes, quadplexes and town houses at a base density of 18 dwelling units per acre.

1.2 Location of Proposal: The proposed amendment request is site specific, encompassing approximately 12.73-acres, located east of 51st Avenue NE, south of 152nd St NE, west and north of the BNSF railway, within unincorporated Snohomish County, identified as Assessor's Parcel Number (APN) 31053400300300.

1.3 Surrounding Uses: Surrounding properties to the north are vacant, Light Industrial (LI) zoned land, located within Marysville City limits. Emmanuel Baptist Church is located on the adjacent property to the south, within the Marysville Urban Growth Area (MUGA) and is designated MDSF. Burlington Northern Santa Fe (BNSF) railway borders the east boundary of the subject property and 51st Avenue NE borders to the west. Continuing east across BNSF railway are single-family homes within the subdivision known as Timberbrook. Continuing west across 51st Avenue NE is a large (300+ unit) condominium development, known as Eagle Point, and an espresso stand on property zoned Neighborhood Business (NB).

1.4 Traffic & Circulation: The proposed map amendment site is bounded by 51st Avenue NE to the west. 51st Avenue NE is classified a minor arterial requiring 60' of ultimate right-of-way for a future 3-lane roadway section with bicycle lanes. According to the Snohomish County Assessor's map there appears to be approximately 55' of existing right-of-way along the frontage of the subject property. Therefore, a project-action proposal would require 5' of right-of-way dedication along the subject property's frontage, as 5' has already been dedicated and improved with curb, gutter and sidewalk, along the west side of 51st Avenue NE.

According to the Institute of Transportation Engineers (ITE) Trip Generation Manual, the following Average Daily Trips (ADT) and PM peak hour trips (PMPHT) are generated per single-family unit and multi-family unit:

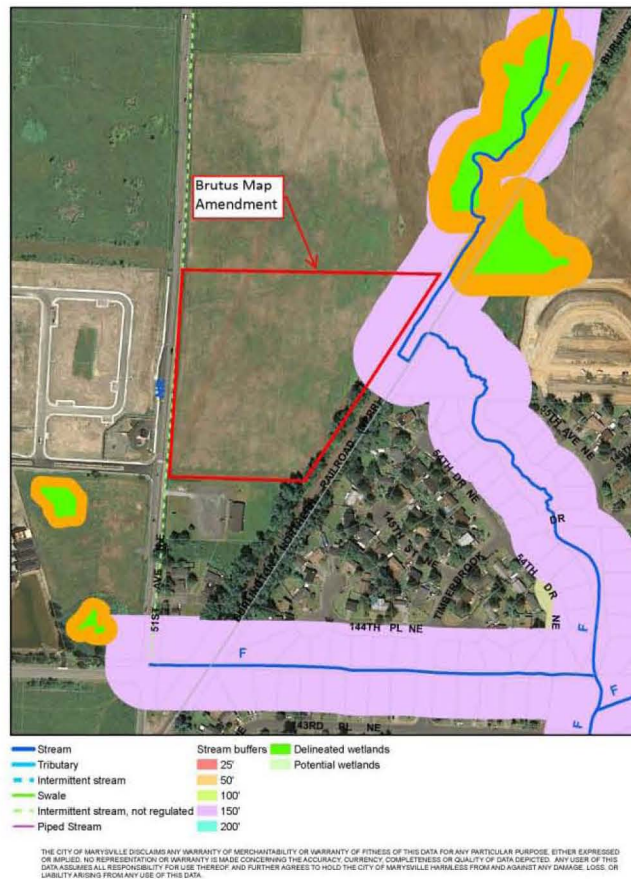
<u>Land Use</u>	<u>ADT/unit</u>	<u>PMPHT/unit</u>
Single-family	9.57	1.01
Multi-family	6.65	0.62

Based on these trip generation values outlined in the ITE, a change in land use from MDSF, which allows 4.5 dwelling units per *net* acre, to MDMF, which allows 18 dwelling units per *gross* acre, a project action proposal could generate the following ADT & PMPHT:

<u>Land Use</u>	<u>Acreage (gross)</u>	<u>Density</u>	<u>ADT</u>	<u>PMPHT</u>
MDSF	12.73	4.5	548.2	57.9
MDMF	12.73	18	1,523.8	142.1

The actual number of trips generated by a single-family, or multi-family, development varies due to a number of factors, including, but not limited to, gross and net acreage calculations, construction of public roads, critical areas, surface parking, open space, etc. However, based on the trip generation numbers the MDMF land use could generate approximately three times as many trips as the MDSF land use.

1.5 Critical Areas: As indicated in the map below, Edgecomb creek parallels a portion of the northeast and southern boundary of the proposed amendment area. Edgecomb creek is categorized as a “Type F” stream requiring a 150’ natural vegetative buffer from the ordinary high water mark of the creek. The required buffer would encumber a portion of the northeast corner of the proposed amendment site. A roadside ditch is located along the western portion of the site. This ditch is not regulated as a stream, however, it is hydrologically connected to Edgecomb creek and is considered a jurisdictional Water of the U.S. regulated under the Clean Water Act. Therefore, any project action proposing to fill the roadside ditch will require permit approval from the U.S. Army Corp of Engineers. A critical areas analysis will be required to be submitted with any project action to determine the presence of critical areas on-site or within 150’. Any project action impacts to critical areas or associated buffers will be required to be mitigated in accordance with Chapter 19.24 MMC, *Critical Areas Management*.



1.6 Public Comments: As of the date of this report, no comments have been received from the public or surrounding property owners. The application was routed to affected public agencies, and the comments received to date are attached hereto.

1.7 Staff Analysis: In reviewing a Comprehensive Plan Amendment application, Staff considers whether or not changed circumstances have occurred in the area to warrant said amendment request and if the proposed amendment request serves the communities interest as a whole, including a review of adjacent land uses, and whether or not the proposed amendment request is compatible with the surrounding established uses.

a. Neighborhood Planning Area:

The proposed amendment site is located within Planning Area No. 9, which represents the historic Shoultes community. This Planning Area's legacy is indicated by the elementary school that bears the name as well as the alternate name for 51st Avenue NE. Branches of Quilceda Creek define its edges as well as run through the Planning Area. The Shoultes neighborhood includes approximately 561.4 acres within the Marysville Urban Growth Area. Land use within this neighborhood is entirely single-family. This neighborhood is an established single-family area with limited development and redevelopment potential.

The BNSF railway, 51st Avenue NE and Edgecomb Creek uniquely segregates the proposed amendment site and abutting properties from the Shoultes neighborhood. The proposed amendment site is also bordered by Light Industrial (LI) zoned property to the north, which is located within Planning Area No. 10 *Smokey Point Neighborhood*.

The Smokey Point Neighborhood covers approximately 1,859 total gross acres of which 1,089 are considered buildable acres. General commercial and industrial manufacturing uses dominate the west side of Smokey Point Boulevard, and scattered residential, commercial and predominately vacant lands are located east of Smokey Point Boulevard.

Marysville City Council adopted the Smokey Point Master Plan (SPMP) in June 2008. The SPMP is a guidance and policy document for development of 675 acres for light commercial/industrial park within the Smokey Point Neighborhood. The Smokey Point Neighborhood is a valuable employment center for Marysville, with the potential to create 10,000 jobs in high-tech, light industry, and manufacturing. This master plan area will balance the needs of commerce and necessary public infrastructure with environmental needs and is the most valuable asset for future economic development, specifically, for light industrial parks and business parks in order to provide jobs and living wages for residents of Marysville and north Snohomish County.

Because the proposed amendment site and abutting properties are uniquely segregated from the Shoultes neighborhood, as described above, and the abutting property to the north is zoned LI, future land use and development of this area may be more effectively planned if located within the Smokey Point Neighborhood and included within the boundary of the SPMP. However, this change is beyond the scope of the citizen initiated docket request and should be considered on a regional basis, rather than on a parcel by parcel basis, as proposed by the applicant.

b. Surrounding Land Uses:

- North: Light Industrial
- East: MDSF (east of BNSF Railway)
- South: MDSF (church)
- West: MDMF (west of 51st Ave NE)

The proposed amendment site is bounded by LI zoning to the north, BNSF Railway to the east, Edgecomb Creek to the south and a minor arterial to the west (51st Avenue NE). Because the proposed amendment site directly abuts LI zoning, this area is not recommended to be reclassified MDMF due to the conflict between industrial and multi-family uses. Multi-family land use policy LU-44 recommends locating multi-family development adjacent to arterial streets, along public transportation routes, and on the periphery of commercially designated areas, or in locations that are sufficiently compatible or buffered from single family areas to not disrupt them.

c. Multi-Family Land Use Goals & Policies:

The Land Use Element of the Comprehensive Plan establishes location criteria and standards for each land use district. The Comprehensive Plan discourages the siting of multi-family and single-family land uses adjacent to incompatible land uses and encourages separation from lands zoned industrial. The

proposed amendment site is bordered by light industrial to the north and is uniquely separated from the surrounding single-family, neighborhood business and multi-family land uses by the BNSF railway to the east and 51st Avenue NE to the west.

The following land use policies, outlined in the Marysville Comprehensive Plan, are specifically related to the applicant's proposal:

- LU-44 Locate multi-family development adjacent to arterial streets, along public transportation routes, and on the periphery of commercially designated areas, ***or in locations that are sufficiently compatible or buffered from single family areas to not disrupt them.***
- LU-45 ***Multi-family development is required to bear the burden of transition and mitigation when the development is located near single family residences.***
- LU-46 Outside of Planning Area 1, Downtown, ***multi-family structures abutting or adjacent to single family residences, areas zoned as single family, or identified in the Comprehensive Plan as single family, must reflect the single family character.*** This will be achieved by a combination of the following elements: additional setbacks, open space, fencing, screening, landscaping, and architecture. In addition, multi-family buildings may have no more floors (exclusive of daylight basements) than the adjacent and nearby single family dwellings (up to 2) when single family is the predominate adjacent land use (actual or zoned).

According to the application materials, the intent of the proposed map amendment is to provide an upscale apartment or condominium complex that will be clustered or concentrated on one portion of the property and to allow a variety of housing types rather than being limited to single-family homes. However, the applicant did not submit a conceptual clustered apartment or condominium complex development plan for the proposed amendment site, demonstrating compliance with the land use policies outlined above.

d. Regional critical areas and stormwater planning:

The City of Marysville is actively pursuing development of a regional approach to stormwater, water quality, and habitat improvement within the Smokey Point Master Plan (SPMP). Without a coordinated, integrated approach to stormwater, water quality, and habitat improvement in this area, each individual property owner would move forward independently with a land use application through the city, state and federal process. Independent permit applications would not be required to evaluate cumulative effects nor address a regional approach to habitat improvement.

As part of this effort, the City of Marysville is currently analyzing a range of opportunities and constraints for reducing the number and location of degraded resource lands within the SPMP, to allow for a net gain in aquatic resource functions in the Middle Fork Quilceda drainage while concentrating economic growth. The analysis focused on the implications of replacing the channelized ditches, relocating Edgecomb Creek, and eliminating the remaining wetlands within the SPMP.

The proposed amendment site and surrounding properties located west of the BNSF railway and north of Edgecomb Creek are part of the overall regional approach to stormwater, water quality, and habitat improvement within the SPMP. The regional approach to critical areas and stormwater planning further supports consideration of future land uses and development of the proposed amendment site on a regional basis, rather than on a parcel by parcel basis, as proposed by the applicant.

2.0 CONCLUSIONS

1. The applicant is requesting approval of a NON-PROJECT action Comprehensive Plan Map Amendment to change the land use designation of approximately 12.73-acres of property from MDSF to MDMF.

2. The proposed map amendment request is located east of 51st Avenue NE, south of 152nd St NE, west and north of the BNSF railway.
3. Surrounding properties are currently designated LI to the north and MDSF to the south.
4. The proposed map amendment site is currently vacant undeveloped land.
5. Based on the trip generation numbers outlined in the ITE Trip Generation Manual, the MDMF land use could generate approximately three times as many trips as the MDSF land use.
6. As of the date of this report, no comments have been received from the public or surrounding property owners.
7. The proposed amendment site is located within Planning Area No. 9 *Shoultes Neighborhood*, which is composed entirely of single-family land use.
8. BNSF railway and 51st Avenue NE uniquely segregates the proposed amendment site from the Shoultes neighborhood.
9. The proposed amendment site is also bordered by Light Industrial (LI) zoned property to the north, which is located within Planning Area No. 10 *Smokey Point Neighborhood*.
10. Future land use and development of this area may be more effectively planned if located within Planning Area 10 *Smokey Point Neighborhood* and included within the boundary of the SPMP, based largely on surrounding land uses (LI) and segregation from the existing single-family residences located in the Shoultes Neighborhood.
11. The Comprehensive Plan Land Use Policies discourage the siting of multi-family and single-family land uses adjacent to incompatible land uses and encourages separation from lands zoned industrial.
12. The applicant did not submit a conceptual clustered apartment or condominium complex development plan for the proposed amendment area, demonstrating compliance with the Comprehensive Plan Land Use Policies.
13. The City of Marysville is actively pursuing development of a regional approach to stormwater, water quality, and habitat improvement within the Smokey Point Master Plan (SPMP), which includes the proposed amendment site and surrounding properties.
14. Future land uses and development of the proposed amendment site may be more effectively planned if considered on a regional basis, rather than on a single parcel basis, as proposed by the applicant.

3.0 STAFF RECOMMENDATION

Based on the above stated findings and conclusions CD recommends ***DENYING*** the NON-PROJECT citizen initiated action requesting approval of a Comprehensive Plan Map Amendment to change the land use designation of approximately 12.73-acres from MDSF to MDMF.



December ~~28~~⁷, 2009

City of Marysville Planning Commission
C/O City of Marysville Community Development Department
80 Columbia Avenue
Marysville, Washington 98270

**Re: Brutus Associates Comprehensive Plan Map Amendment # PA 09001
Record Testimony**

Planning Commission Members

HBA Design Group, LLC submitted a docket application for the Brutus Associates property on July 9, 2008. This docket proposal is to change the existing Marysville zoning and comprehensive plan designation of R-4.5 to R-18 Multi-Family Medium (R18 MFM).

On November 6, 2009 city staff presented a series of Alternatives for land use on the subject property and within the neighborhood. The applicant supports Alternatives 2, 4 and 5. In each case, the alternatives proposed a change for the subject property from the existing zoning to R18. Alternative No. 5 proposes an expansion of the R18, MFM zone to include additional LI property to the north owned by the applicant. The applicant supports this proposal as well.

Staff discussed the possibility that this property would eventually be used for stormwater detention for the future North Marysville Master Plan Area (NMMPA). The City should be cautious about allowing its own special interests to affect how it determines current land use decisions outside of the NMMPA. Should it come to pass that a regional detention pond is the ultimate use then decision should be made at that time and not in a way that infringes on the rights of your citizens to due process now.

This parcel was never part of the NMMPA and adding additional light industrial land to the large supply represented by the NMMPA is not a good land use decision.

Because of the concentration of jobs, high density housing in close proximity will be critical. Housing within walking distance of the jobs and services represented by the NMMPA is a good land use decision.

Other reasons for the support of these alternatives are as follow:



land use planning • civil engineering

1. A Neighborhood Business (NB) zone is also located to the west of this parcel. The NB zone is an active zone supportive of higher density neighborhoods because it provides goods and services within walking distance
2. A tributary of Edgecomb Creek runs along the railroad tracks through the east side of the subject parcel resulting in significant setbacks and a severely constrained site. The flexibility of layout that is inherent in the multi-family configuration would allow the property owner to achieve a reasonable urban density while respecting the setbacks and other mitigation requirements for the stream in comparison with a traditional single-family plat. Under the R-4.5 we would likely achieve urban densities and would probably impact the stream corridor to a greater degree. In order to achieve urban densities, this zoning amendment would allow clustering or the concentration of units on a small portion of the site.
3. The subject property is separated from the property to the east by the railroad, and wetlands. To the north is light industrial land. To the west is R 18, Multifamily Medium, the same designation in zone proposed here and to the southwest, Neighborhood Business. Directly south is the R-4.5 zone but only one property in this zone is adjacent to the subject..
4. Since the 1996 comprehensive plan was adopted, this property has been analyzed for development and it was determined that a large portion of the eastern half of the property is comprised of critical areas rendering the land but sufficient for large lot development. Because GMA stresses densities in urban areas, the original land supply overestimated the number of lots that could be accommodated on this property because of the wetlands.
5. By changing the designation to R-18 you will allow more efficient, concentrated development thus achieving the densities intended by GMA. The proposed change to R-18 is compatible with the existing land uses on a majority of its property boundaries, to the north, west and southwest. Multifamily development is less sensitive to noise and activity and therefore the light industrial zones to the north should not be a problem. Same designation is what is proposed on the subject property is located directly across the roadway. A neighborhood business zone just to the south and west will provide limited services to the residents of this project and the activity generated by a neighborhood business zone will be less impactful till multifamily land use.

It is the applicant's intentions that we still submit a request for this property during the City's next open docket in January to request that the comprehensive plan



land use planning • civil engineering

designation is changed to R 18 Multi-Family Medium. We would appreciate the City staff's support for this project.

Please feel free to give me a call if you have any questions.

Sincerely,
HBA Design Group, LLC

A handwritten signature in black ink, appearing to read 'John W. Burkholder', is written over the typed name.

John W. Burkholder, AICP
Land Use Planner

cc: Brutus Associates, Applicants



MARYSVILLE PLANNING COMMISSION

September 22, 2009

7:00 p.m.

City Hall

CALL TO ORDER

Chairman Muller called the September 22, 2009 meeting of the Marysville Planning Commission to order at 7:03 p.m. noting the excused absences of Becky Foster and Deirdre Kvangnes. The following staff and commissioners were present:

Chairman: Steve Muller

Commissioners: Jerry Andes, Steve Leifer, Eric Emery, Michael Stevens

Staff: Community Development Director Gloria Hirashima, Senior Planner Chris Holland, Recording Secretary Amy Hess

Absent: Becky Foster, Deirdre Kvangnes

APPROVAL OF MINUTES:

September 9, 2009

Motion made by Commissioner Andes, seconded by Commissioner Emery to approve the September 9, 2009 meeting minutes as amended. Motion carries, (5-0).

NEW BUSINESS:

2009 Citizen Initiated Comp Plan Amendment (Brutus)

Mr. Holland discussed the one Initiated Comp Plan Amendment that had been submitted. He discussed the location and the change in land use being requested by the applicant. Mr. Holland explained that the City had looked at the surrounding uses of the parcel in question and discussed what made the most sense for land use in the area. The City felt the single family did not seem to be a good fit for area in question. Light Industrial seemed to be the best fit for land use was the decision that Staff came to. He added that Smokey Point Master Plan would also be amended to be coherent with this change in zoning. Mr. Holland stated that there had not been conversation with the applicant at this point.

Ms. Hirashima added that the ownership of this property also owns a large amount of area in the Smokey Point Master Plan and that this area needed to be integrated into the overall plan including critical areas. Chair Muller questioned why the zoning would affect this. Ms. Hirashima responded that light industrial was a pretty distinct land use that wasn't very compatible with residential zoning and there tends to be conflicts. Chair Muller thought it could be planned from a design standard to be compatible. Commissioner Leifer

questioned if the owners had planned on constructing multi-family units. Mr. Holland responded that they had submitted a single family project to the County but that it had never gone through. It seemed that the applicant felt that higher density would give them more flexibility for design based on their application materials, stated Mr. Holland.

Commissioner Leifer questioned a regional storm water pond that had been proposed. Ms. Hirashima responded that the City is still looking into potential sites for the proposed pond. She added that there had been requests from land owners asking for residential zoning in this area and that if the Commission chose to go that road that she felt they should re-examine the Smokey Point Master Plan. She felt it would be better to go into it with a concept first rather than in a piece meal fashion.

Commissioner Stevens questioned the large Multi Family zone in the middle of the area in discussion. Ms. Hirashima responded that it was zoned this way mainly for historical reasons and CUP's that had been in place for many years. Commissioner Stevens felt that there was just as much of an argument for Multi Family zoning as there was for Light Industrial. He felt that Multi Family would be a better transition between the Single Family and Light Industrial. Mr. Holland stated that what has been seen historically is that these areas tend to become more high density multi-family than medium-density multi-family.

Commissioner Stevens stated that he would agree with Mr. Holland if it weren't for the large Multi-Family Medium Density area. Chair Muller felt that increasing the density was the best way to get your money's worth out of this site since it was an undesirable shape. Ms. Hirashima stated that she felt that allowing residential development here would open the door for this type of development to continue to creep north and that it would be difficult to stop that. Chair Muller did not feel that Light Industrial was a good fit for this site.

Commissioner Leifer questioned why anything had to be changed at all. Chair Muller stated that the area in question wasn't included in the Smokey Point Master Plan area. Again Ms. Hirashima stated that she felt the entire area should be looked at as a whole rather than piece by piece. Chair Muller responded that he didn't think this small piece warranted re-examining the Master Plan. He felt that this piece stood on its own.

Commissioner Leifer questioned existing duplexes, would tax rates change based on the proposed re-zone. Ms. Hirashima responded that the assessor takes into account many different factors including existing units and comparable land sales. There was discussion regarding critical areas and concerns that the applicant had regarding critical area setback and buffers.

Mr. Holland welcomed any other options the Commission wanted explored. Chair Muller suggested a higher density in this area. He added that he was comfortable with the Comp Plan and Smokey Point Master Plan and did not want to re-hash those. Commissioner Leifer reiterated his concern about overlaying an existing use with a different zoning. Commissioner Emery suggested approving the amendment as submitted by the applicant. Commissioner Leifer was concerned about non-conforming uses if the area was rezoned. Commissioner Leifer stated that since not a single person was at this meeting, he was inclined to just approve it as is. There was discussion about the transition buffer.

Commissioner Andes mentioned that if Smokey Point was brought back up, that you could go ahead and zone it Light Industrial and use the tracks as a natural buffer and allow for transition from Single Family to Light Industrial. Ms. Hirashima felt that each of the different ideas should be explored further.

Downtown Multi-Family Tax Exemption Ordinance Update

Ms. Hirashima stated that she wanted the Commission to be aware of an Ordinance that would be going to Council. She gave an overview of the tax exemption being proposed; adding that she felt it was a great tool that the City was able to use.

Commissioner Leifer questioned any downside to this that might not be obvious. Ms. Hirashima responded that she had not heard of anything negative from cities currently using it. Commissioner Andes questioned the mixed use portion of the exemption. Ms. Hirashima responded that it would only be eligible for the multi family portion of it.

Downtown Plan Final Draft

Ms. Hirashima overviewed the amendment proposed and stated that at the open houses most of the interest seemed to be in the potential Civic Center. The changes she wanted to touch on were the transit section being beefed up based on feedback, and additional sub-stations for the downtown area had been suggested by PUD and added into the plan.

Commissioner Comment


Chair Muller questioned the sign ordinance and if this was going to be addressed. Ms. Hirashima responded that it was coming. He voiced concern about people dressed up with signs on sidewalks as well as church signs near the waterfall feature on 4th Street. How were these classified, which area did they fall under? It was currently being worked on by Mr. Holland.

ADJOURNMENT:

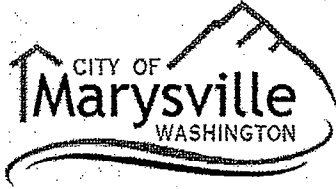
Motion made by Commissioner Emery, seconded by Commissioner Stevens, to adjourn at 8:15 p.m. Motion passed unanimously, (5-0).

NEXT MEETING:

October 13, 2009



Amy Hess, Recording Secretary



MARYSVILLE PLANNING COMMISSION

November 10, 2009

7:00 p.m.

City Hall

CALL TO ORDER

Chairman Muller called the November 10, 2009 meeting of the Marysville Planning Commission to order at 7:03 p.m. noting the excused absence of Becky Foster. The following staff and commissioners were present:

Chairman: Steve Muller

Commissioners: Jerry Andes, Steve Leifer, Eric Emery, Michael Stevens

Staff: Community Development Director Gloria Hirashima, Public Works Director Kevin Nielsen, Planning Manager-Land Use Cheryl Dungan, Senior Planner Chris Holland, Recording Secretary Amy Hess

Absent: Becky Foster, Deirdre Kvangnes

APPROVAL OF MINUTES:

October 13, 2009

Motion made by Commissioner Emery, seconded by Commissioner Andes to approve the October 13, 2009 meeting minutes as presented. Motion carries, (5-0).

PUBLIC HEARING:

Ms. Hirashima affirmed that the hearing had been advertised per code. She then gave an overview of the item and the recommended changes. She outlined the suggested changes brought by the Planning Commission. The multiplier was being recommended to be changed from .75 to .5 to become more parallel to surrounding jurisdictions. Another way to address lowering the impact fees that Snohomish County had used in the past was utilizing a cap on the fees. Ms. Hirashima entered two letters received by the City regarding this matter into record.

Chair Muller opened the hearing for public testimony.

Jim Baker, Marysville School District, 7711 77th Ave NE Marysville WA 98270

Mr. Baker represents the Marysville School District and stated that the District was not in opposition to any change in the mitigation fees. He commended the City on the research it

had done regarding the differences from district to district. Staffs comments were appreciated and again, the district posed no opposition.

Chair Muller questioned Mr. Baker on current collections compared to a year ago and what projections the district had at this time. Mr. Baker responded that there had been approximately a 50% drop in fees over the last 12 months. He expected to see an additional 15% drop in the near future, but that the district had made allowances for this.

Commissioner Leifer questioned Mr. Bakers thought on the formula and thought that a level of uniformity would be difficult as each district is different. He thought the needs vary district by district and encouraged the Commission to look at the discount side of the formula.

Commissioner Andes questioned if student counts had been re-examined since the last meeting with the Commission. Baker responded that the slide they had anticipated was being realized but that they currently had the largest kindergarten class in Marysville history.

Fred Owen, Lakewood School District, PO Box 222 North Lakewood WA 98259

Mr. Owen followed up with Mr. Baker's comments elaborating that his district was in favor of the discount factor rather than a uniform formula. He agreed that the discount factor seemed appropriate since needs do vary district by district. He encouraged the Commission to support the discount factor adjustment.

Motion made by Commissioner Leifer to forward the Ordinances including the administrative fees and reduction in School impact fees on to Council, seconded by Commissioner Emery. Motion carries, (5-0).

NEW BUSINESS:

Smokey Point Master Plan-Regional Critical Areas and Stormwater Planning

Ms. Hirashima gave an overview of the Smokey Point Master Plan since it had last been visited over a year ago. She stated that it had recently been presented to the Governor's Office as well as the Smokey Point land owners.

Mr. Nielsen introduced the project and outlined the project area. He discussed the streams and wetlands included in this area which would require a Master Permit. Creek location and stormwater were big issues in the development of this project. Mr. Nielsen discussed the alternatives that had been proposed as well as the analysis that had been done. He discussed the split conveyance system that had been proposed in order to address the environmental as well as engineering requirements. He added that they were hoping to meet all of the wetland requirements along the corridor being proposed for creek relocation. He felt that the City is on the cusp of getting all agencies involved to agree with the proposal.

Commissioner Leifer questioned the Master Plan and all players and how it ties in to the Tribes in regards to their control over culverts etc. Mr. Nielsen responded that the Tribes had been included in all the meetings and that the tribes would be signing off on the Master

Plan. Commissioner Leifer questioned the pipes running down 51st and how those would be constructed. Mr. Nielsen responded that that aspect had not been determined; adding that the funding would come from surface water fees and bonds.

Chair Muller questioned why there was a difference in the necessary size of ponds and related acreage. Commissioner Emery and Mr. Nielsen responded that discharge was being handled by the ponds as well as the creek. Chair Muller questioned public access to the pond, would it be fenced off? Ms. Hirashima stated that it would be open and could have a trail developed on it. Chair Muller questioned a timeline if the permit is obtained. Ms. Hirashima replied that the City would like to see an agreement from the land owners before moving forward. She felt that it was important to continue to move forward regardless of the current economy.

Commissioner Emery questioned if the land owners were on board with this project. Ms. Hirashima responded that at this point they seemed to be but they were concerned about cost.

Commissioner Leifer questioned if there was any potential for low impact development in the area. Mr. Nielsen responded that that possibility would be available in the area, but it would depend on the use of the land. Ms. Hirashima added that a certain amount of this type of development was built into this plan.

Revisions to Section 19.44.080 MMC, *Temporary Uses-Permitted Uses*, relating to temporary sales trailer regulations-proposed ordinance

Ms. Dungan overviewed the current code in place and the history behind the use of sales trailers. She explained that given the current economic situation, there had been requests from developers to allow the temporary sales trailers. She explained the two changes being proposed. Commissioner Emery was concerned about enforcing the removal of these types of dwellings. He felt that since there had been problems in the past and these dwellings were prohibited because of those problems, what would be different now. Ms. Hirashima responded that it wasn't that laws were being disobeyed; there just weren't any provisions for length of time they could remain in the previous code.

Chair Muller questioned if any architectural requirements needed to be put in place. Ms. Dungan replied that she thought the costs of this might be detrimental. Chair Muller was concerned that with no standards, adding that you might get some very unattractive units. He stated that he thought there should be some minimum standards.

Commissioner Emery felt that provisions had already been made as far as extension of permits and lowering school mitigation fees, how far did the City need to go to accommodate developers. Chair Muller understood that it was difficult to get financing for model homes and that these trailers would make it easier; emphasizing that he really felt that some minimum standards should be put in place.

Commissioner Andes questioned what was in place to make sure that the construction shacks were removed. Ms. Dungan responded that they were currently permitted, but with no limitations on time.

Revisions to Section 19.14.095 MMC, *Small lot single-family dwelling standards-* proposed ordinance

Ms. Hirashima overviewed the existing standards and that she felt that they had been very beneficial, but that there were some things that needed to be updated or changed to make sure that the quality of the building was being improved. She gave a briefing of the proposed changes including lot size adjustment and the provisions for more flexibility. Public and private streets were being proposed to be included in the standards.

Continuation of Discussion: Citizen initiated Comp Plan Amendment (Brutus)

Mr. Holland discussed the options that the Commission had suggested at the previous meeting. He overviewed each alternative that had been proposed by the Commission; noting staffs stance on each.

Chair Muller questioned the proposed detention pond and if all parties involved are being treated fairly. Ms. Hirashima interjected that as this area had been studied, it has become more apparent and more important to make sure that this area is studied and planned as a whole since it is all interconnected in so many ways. Differences in Option 1 and 7 were discussed. Commissioner Leifer questioned if any studies had been done based on what zoning was assigned and the associated value of the area.

Commissioner Emery felt that option 7 would be most appropriate; allowing the applicant a possible chance for development if the proposed pond is not erected. Commissioner Andes felt that it would be better to just leave it alone. Mr. Holland stated that it would be set for Public Hearing in the beginning of December.

Continuation of Discussion: Sign Code

Mr. Holland recapped where the Commission had left off at the previous meeting. He overviewed the additions to the sign code since the last meeting. Commissioner Emery didn't feel that the City should have to pay to pick up the signs. Mr. Holland stated that most jurisdictions don't have provisions for fines for illegal sign use in their code. Chair Muller proposed an alternative way to enforce this. Commissioner Emery suggested limiting the number of signs to three and mandating the distance allowed. Commissioner Emery felt that these signs were in such excess that it was becoming litter and Chair Muller agreed.

Chair Muller was concerned about the live people and that they could become a potential safety threat as far as obstruction of sight. Commissioner Emery also had a safety concern regarding the wooden stakes being left behind from the signs. Many seemed to be broken off and he was worried that kids could trip on them or pick them up and use them as "toys". Commissioner Andes suggested obtaining a permit for the live signs so that people are

aware of safety requirements; Chair Muller was in favor of this. Commissioner Leifer suggested looking into the L & I requirements and allowing those standards to insure that these employers are taking proper precautions for their employees.

Mr. Holland responded to the permitting suggestion. He felt that the administrative aspect of permitting these temporary signs could become cumbersome. He also added that the draft code did not allow movement, dancing, flashing etc of temporary signs. There was discussion as to what the current code allowed in regards to live signs. Commissioner Leifer questioned if the court ruling related to political signs as well. Ms. Hirashima responded that political signs were their own category.

Commissioner Stevens questioned if the City had any resources to enforce the code. Ms. Hirashima responded that it is very difficult to enforce. Commissioner Stevens proposed a large fine. It was proposed to add the Mill Creek Code language regarding passing the expense of removal to the persons identified with the signs to the draft code.

Mr. Holland went back to the draft and existing code. Billboards were a big ticket item in the draft code; staff proposed a three year removal moratorium. Chair Muller questioned when the last permit for a billboard was granted. Ms. Hirashima responded that it had been approximately a year ago. Commissioner Leifer questioned how to supersede a contract between property owners and sign owners. Commissioner Stevens commented that there was a risk of creating a very sterile environment if all of the proposed changes were implemented.

Chair Muller was concerned about the aesthetics of Marysville and the overall impression that the signs can give the City. He felt this was particularly important for visitors exiting on 4th Street. He added that the view of Mt. Pilchuck was such a beautiful one that was being obstructed by some very large signs.

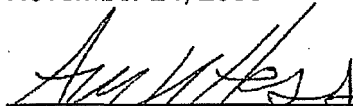
The draft code was proposed to include changeable and electronic signs, but prohibited animation of signs, Mr. Holland stated. Ms. Hirashima added that electronic signs had not been addressed in the existing code and the amendments were meant to address these types of signs. Commissioner Andes brought up the LCD signs and how bright they are. Mr. Holland replied that there would be provisions for dimming of these types of signs.

ADJOURNMENT:

Motion made by Commissioner Stevens, seconded by Commissioner Andes, to adjourn at 9:40 p.m. Motion carries, (5-0).

NEXT MEETING:

November 24, 2009



Amy Hess, Recording Secretary



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

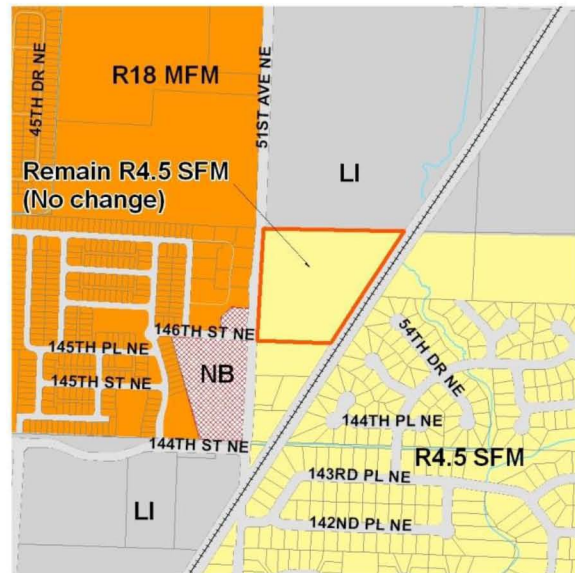
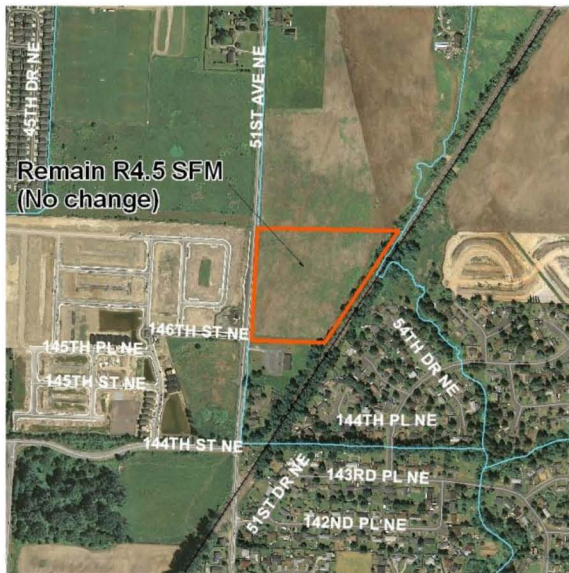
MEMORANDUM

DATE: November 6, 2009
TO: Planning Commission
FROM: Chris Holland, Senior Planner
RE: Brutus Comprehensive Plan Map Amendment
 PA 09001
CC: Gloria Hirashima, CD Director
 Cheryl Dungan, Planning Manager – Land Use

As recommended at the Planning Commission (PC) workshop on September 22, 2009, Staff has drafted the following alternatives, related to the citizen initiated comp plan amendment, for PC consideration:

ALTERNATIVE No. 1:

No-action alternative maintaining the existing land use of MDSF for APN 31053400300300.



APN	PROPERTY OWNER	SITE ADDRESS	ACREAGE	EXISTING LAND USE	PROPOSED LAND USE
31053400300300	BRUTUS & ASSOCIATES	UNKNOWN	12.73	MDSF	MDSF

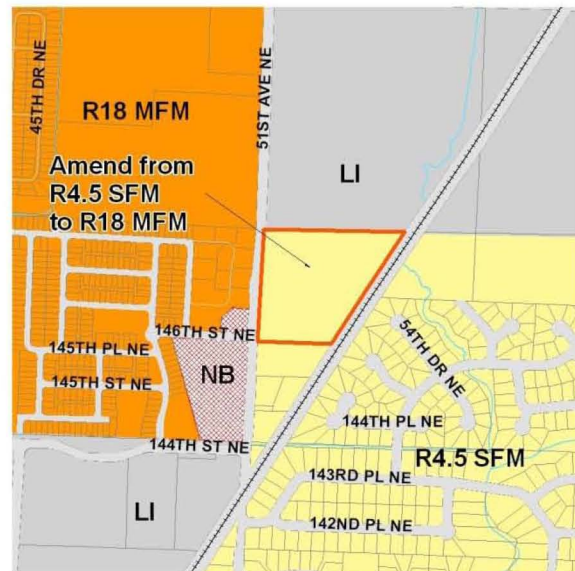
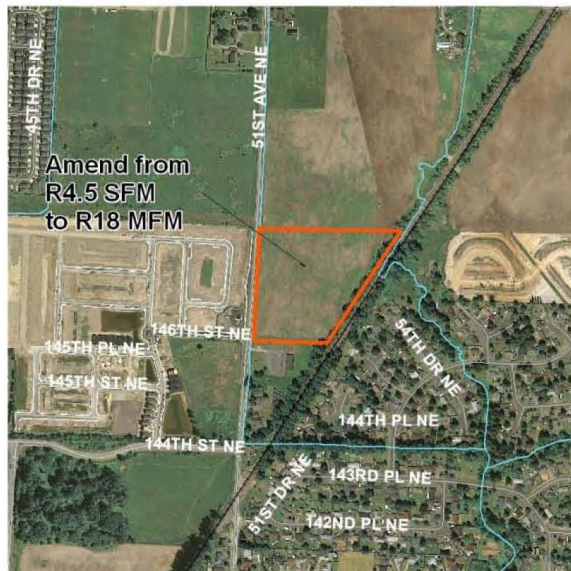
Staff Comment: The medium density, single-family (MDSF) and medium density, multi-family (MDMF) land uses are not compatible with the light industrial land use designation abutting the northern boundary of

the proposed amendment site. Additionally, the site is uniquely separated from the surrounding single-family, neighborhood business and multi-family land uses by the BNSF railway to the east and 51st Avenue NE to the west.

As outlined in the DRAFT Staff Recommendation the LI classification would be a more compatible land use, considering this site is adjacent to LI zoning to the north and buffered from adjacent residential land uses. Additionally, it should be noted that, the proposed amendment site and light industrial designated parcel to the north are under common ownership (Brutus & Associates).

ALTERNATIVE No. 2:

Amend the Comprehensive Plan Map for APN 31053400300300 from Medium Density, Single-family (MDSF) to Medium Density, Multi-family (MDMF), as requested by the applicant:



APN	PROPERTY OWNER	SITE ADDRESS	ACREAGE	EXISTING LAND USE	PROPOSED LAND USE
31053400300300	BRUTUS & ASSOCIATES	UNKNOWN	12.73	MDSF	MDMF

Staff Comment: The Land Use Element of the Comprehensive Plan establishes location criteria and standards for each land use district. The Comprehensive Plan discourages the siting of multi-family and single-family land uses adjacent to incompatible land uses (i.e. industrial) and encourages separation from lands zoned industrial. The proposed amendment site is bordered by light industrial to the north and is uniquely separated from the surrounding single-family, neighborhood business and multi-family land uses by the BNSF railway to the east and 51st Avenue NE to the west.

The following land use policies, outlined in the Marysville Comprehensive Plan, are specifically related to the applicant’s proposal:

- LU-44 Locate multi-family development adjacent to arterial streets, along public transportation routes, and on the periphery of commercially designated areas, *or in locations that are sufficiently compatible or buffered from single family areas to not disrupt them.*
- LU-45 *Multi-family development is required to bear the burden of transition and mitigation when the development is located near single family residences.*
- LU-46 Outside of Planning Area 1, Downtown, *multi-family structures abutting or adjacent to single family residences, areas zoned as single family, or identified in the*

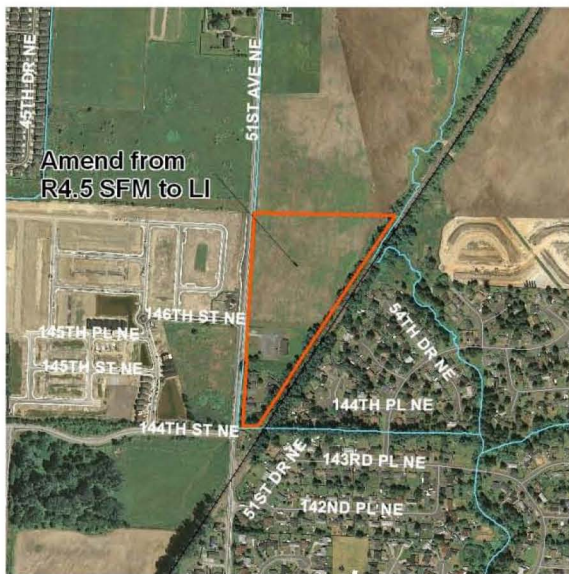
Comprehensive Plan as single family, must reflect the single family character. This will be achieved by a combination of the following elements: additional setbacks, open space, fencing, screening, landscaping, and architecture. In addition, multi-family buildings may have no more floors (exclusive of daylight basements) than the adjacent and nearby single family dwellings (up to 2) when single family is the predominate adjacent land use (actual or zoned).

According to the application materials, the intent of the proposed map amendment, is to provide an upscale apartment or condominium complex that will be clustered or concentrated on one portion of the property and to allow a variety of housing types rather than being limited to single-family homes. However, the applicant did not submit a conceptual clustered apartment or condominium complex development plan for the proposed amendment area, demonstrating compliance with the land use policies outlined above.

Staff recommends the PC request the applicant to submit a conceptual master development plan for the proposed amendment site, demonstrating compliance with all applicable land use policies outlined in the Marysville Comprehensive Plan, to ensure compatibility between the LI zoned property to the north and the MDSF designated property to the south, prior to the PC and City Council making a recommendation on a change in land use of the proposed amendment site.

ALTERNATIVE No. 3:

Amend the Comprehensive Plan Map for approximately 16.71-acres, including APNs 31053400300300, 31053400300900, 31053400301200, 31053400301400 & 3105340030110, from MDSF to **Light Industrial** and amend the Comprehensive Plan to include said parcels within the Smokey Point Neighborhood and amend the Smokey Point Master Plan to include said parcels within the boundary of the master plan, as recommended in the **Staff Recommendation**.



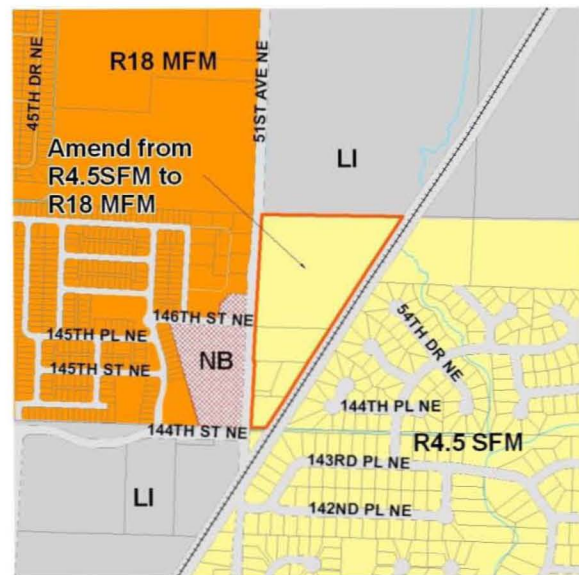
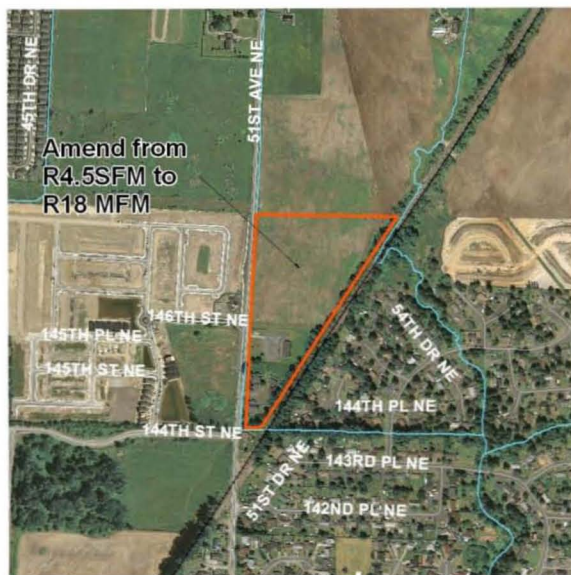
APN	PROPERTY OWNER	SITE ADDRESS	ACREAGE	EXISTING LAND USE	STAFF REC.	SPMP
31053400300300	BRUTUS & ASSOCIATES	UNKNOWN	12.73	MDSF	LI	ADD
31053400300900	CHURCH PROPERTY	14511 51ST AVE NE	1.85	MDSF	LI	ADD
31053400301200	ROBINETT JOHN	14429 51ST AVE NE	0.87	MDSF	LI	ADD
31053400301400	COOK WILLIAM I & PAULINE	14425 51ST AVE NE	0.63	MDSF	LI	ADD
31053400301100	GOLDBERG WALTER	14421 51ST AVE NE	0.63	MDSF	LI	ADD

Staff Comment: The Comprehensive Plan encourages siting compatible land uses adjacent to one another in order to avoid probable land use conflicts and environmental impacts. The area outlined above is bordered by light industrial to the north and is uniquely separated from the surrounding single-family, neighborhood business and multi-family land uses by the BNSF railway to the east and 51st Avenue NE to the west. The current MDSF land use designation and proposed MDMF land use designation are not compatible land uses with the LI zoned properties to the north.

Being adjacent to and abutting Light Industrial zoning, BNSF railway and a minor arterial, separating the amendment area from the predominately single-family Shoultes neighborhood, may be an opportunity for the City of Marysville to expand its economic employment base by recommending a change in land use from MDSF to Light Industrial, rather than MDMF as requested by the applicant. Further analysis is offered in the **DRAFT Staff Recommendation.**

ALTERNATIVE No. 4:

Amend the Comprehensive Plan Map for approximately 16.71-acres, including APNs 31053400300300, 31053400300900, 31053400301200, 31053400301400 & 3105340030110, from MDSF to MDMF.



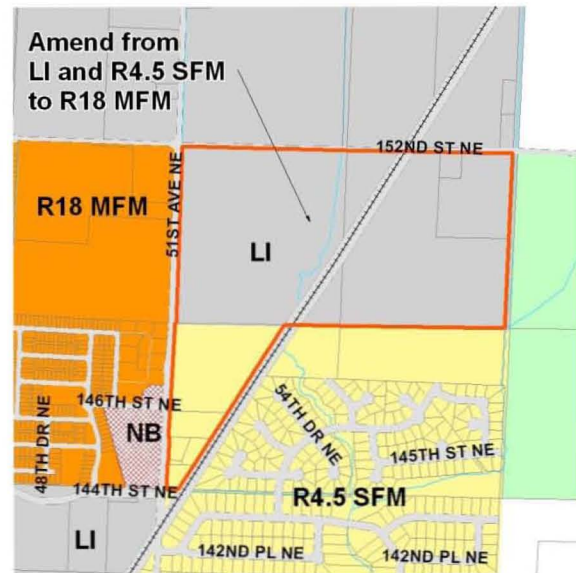
APN	PROPERTY OWNER	SITE ADDRESS	ACREAGE	EXISTING LAND USE	PROPOSED LAND USE
31053400300300	BRUTUS & ASSOCIATES	UNKNOWN	12.73	MDSF	MDMF
31053400300900	CHURCH PROPERTY	14511 51ST AVE NE	1.85	MDSF	MDMF
31053400301200	ROBINETT JOHN	14429 51ST AVE NE	0.87	MDSF	MDMF
31053400301400	COOK WILLIAM I & PAULINE	14425 51ST AVE NE	0.63	MDSF	MDMF
31053400301100	GOLDBERG WALTER	14421 51ST AVE NE	0.63	MDSF	MDMF

Staff Comment: The Land Use Element of the Comprehensive Plan establishes location criteria and standards for each land use district. The Comprehensive Plan discourages the siting of multi-family and single-family land uses adjacent to incompatible land uses (i.e. industrial) and encourages separation from industrial structures or lands zoned industrial. The proposed amendment site is bordered by light industrial to the north (also owned by Brutus & Associates) and is uniquely separated from the surrounding single-family, neighborhood business and multi-family land uses by the BNSF railway to the east and 51st Avenue NE to the west. The current MDSF land use designation and proposed MDMF land use designation are not compatible land uses with the LI zoned properties to the north.

As outlined in **Alternative No. 2** above, Staff recommends the PC request the applicant to submit a conceptual master development plan for the proposed amendment site, demonstrating compliance with all applicable land use policies outlined in the Marysville Comprehensive Plan, to ensure compatibility between the LI zoned property to the north, prior to the Planning Commission and City Council making a recommendation on a change in land use of the proposed amendment site, or expanded amendment area.

ALTERNATIVE No. 5:

Amend the Comprehensive Plan Map for approximately 90.14-acres located south of 152nd Street NE and east of 51st Avenue NE, including APNs 31053400201100, 31053400300900, 31053400301200, 31053400301400, 31053400300300, 3105340200900, 31053400201300, 31053400201000, 31053400200700, 31053400200800 & 31053400301100, from MDSF and Light Industrial to MDMF, concurrently rezone APNs 31053400201100, 3105340200900, 31053400201300, 31053400201000, 31053400200700, 31053400200800 & 31053400301100, from LI (Light Industrial) to R-18 (MDMF) and amend the Smokey Point Master Plan (SPMP), removing APNs 31053400201100, 3105340200900, 31053400201300, 31053400201000, 31053400200700, 31053400200800 & 31053400301100 from the boundary of the master plan.



APN	PROPERTY OWNER	SITE ADDRESS	ACREAGE	EXISTING LAND USE	PROPOSED LAND USE	SPMP
31053400201100	NAKKLEN LONA LEE	5716 152ND ST NE	0.70	LI	MDMF	REMOVE
31053400300900	CHURCH PROPERTY	14511 51ST AVE NE	1.85	MDSF	MDMF	N/A
31053400301200	ROBINETT JOHN	14429 51ST AVE NE	0.87	MDSF	MDMF	N/A
31053400301400	COOK WILLIAM I & PAULINE	14425 51ST AVE NE	0.33	MDSF	MDMF	N/A
31053400300300	BRUTUS & ASSOCIATES	UNKNOWN	12.73	MDSF	MDMF	N/A
31053400200900	BRUTUS & ASSOCIATES	UNKNOWN	25.07	LI	MDMF	REMOVE
31053400201300	BRUTUS & ASSOCIATES	UNKNOWN	2.73	LI	MDMF	REMOVE
31053400201000	QUINN DENNIS W & SANDRA	5810 152ND ST NE	7.40	LI	MDMF	REMOVE
31053400200700	BRUTUS & ASSOCIATES	5414 152ND ST NE	34.35	LI	MDMF	REMOVE
31053400200800	BRUTUS & ASSOCIATES	UNKNOWN	3.48	LI	MDMF	REMOVE
31053400301100	GOLDBERG WALTER	14421 51ST AVE NE	0.63	MDSF	MDMF	N/A

Staff Comment: Of the 90.14-acres of property outlined above, 16.71-acres are currently designated MDMF and the remaining 73.43-acres are zoned LI. The LI zoned properties are located within the SPMP, which was adopted in June 2008. The impacts of a change in land use of this magnitude is beyond the scope

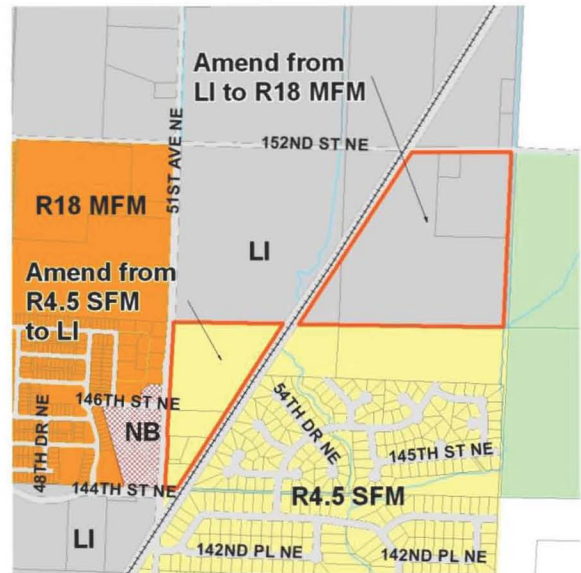
of the 2009 citizen initiated docket request. However, the PC could request Staff take a look at the impacts of a Comprehensive Plan Map amendment and concurrent rezone from LI to MDMF of the 90.14-acres and amending the SPMP, removing the approximately 73.43-acres of LI zoned property from the SPMP as part of the 2010 amendment cycle.

If the PC directs Staff to conduct further analysis of this area as part of the 2010 amendment cycle, Staff would request tabling a decision on the Brutus application until this analysis has been completed and reviewed by the PC.

ALTERNATIVE No. 6:

Amend the Comprehensive Plan Map and concurrently rezone approximately 52.31-acres, as follows:

- Amend the Comprehensive Plan Map for APNs 31053400300300, 31053400300900, 31053400301200, 31053400301400 & 3105340030110, from MDSF to Light Industrial and amend the Comprehensive Plan to include said parcels within the Smokey Point Neighborhood and amend the Smokey Point Master Plan to include said parcels within the boundary of the master plan.
- Amend the Comprehensive Plan Map and concurrently rezone APNs 31053400201100, 31053400200900, 31053400201300 & 31053400201000, located south of 152nd Street NE and east of the BNSF railway, from LI (Light Industrial) to R-18 (MDMF) and amend the Smokey Point Master Plan (SMMP) removing said parcels from the boundary of the master plan.



APN	PROPERTY OWNER	SITE ADDRESS	ACREAGE	EXISTING LAND USE	PROPOSED LAND USE	SPMP
31053400201100	NAKKLEN LONA LEE	5716 152ND ST NE	0.70	LI	MDMF	REMOVE
31053400300900	CHURCH PROPERTY	14511 51ST AVE NE	1.85	MDSF	LI	ADD
31053400301200	ROBINETT JOHN	14429 51ST AVE NE	0.87	MDSF	LI	ADD
31053400301400	COOK WILLIAM I & PAULINE	14425 51ST AVE NE	0.33	MDSF	LI	ADD
31053400300300	BRUTUS & ASSOCIATES	UNKNOWN	12.73	MDSF	LI	ADD
31053400200900	BRUTUS & ASSOCIATES	UNKNOWN	25.07	LI	MDMF	REMOVE
31053400201300	BRUTUS & ASSOCIATES	UNKNOWN	2.73	LI	MDMF	REMOVE
31053400201000	QUINN DENNIS W & SANDRA	5810 152ND ST NE	7.40	LI	MDMF	REMOVE
31053400301100	GOLDBERG WALTER	14421 51ST AVE NE	0.63	MDSF	LI	ADD

Staff Comment: Of the 52.31-acres of property outlined above, 16.71-acres are currently designated MDSF and the remaining 35.6-acres are zoned LI. The LI zoned properties are located within the SPMP, which was adopted in June 2008. The impacts of a change in land use of this magnitude is beyond the scope of the 2009 citizen initiated docket request. However, the PC could request Staff take a look at the impacts of a Comprehensive Plan map amendment and concurrent rezone of the 35.6-acres of property located south of 152nd Street NE and east of the BNSF railway, from LI to MDSF or MDMF and removing this area from the boundary of the SPMP.

If the PC directs Staff to conduct further analysis of this area as part of the 2010 amendment cycle, Staff would request tabling a decision on the Brutus application until this analysis has been completed and reviewed by the PC.

Alternative No. 7:

No-action alternative, denying the application, as submitted, *without prejudice*.

Staff Comment: Deny the proposed amendment request, *without prejudice*, allowing the applicant to submit a conceptual master development plan for the proposed amendment site, demonstrating the approximately 12.73-acre single-parcel change in land use from MDSF to MDMF, complies with all applicable land use policies outlined in the Marysville Comprehensive Plan, and demonstrate compatibility between the LI zoned property to the north (also owned by Brutus & Associates) and the MDSF designated properties to the south.

**APPLICATION FOR AMENDMENT TO
THE MARYSVILLE COMPREHENSIVE PLAN**

Section I

Name of Proponent: **Brutus & Associates c/o Dr. C.C. Kuo**

Address: **6531 – 29th Avenue NE, Seattle, Washington 98115**

Telephone:

Representative (if different from Proponent): **HBA Design Group, LLC
c/o Darla Reese**

Address: **1721 Hewitt Avenue, Suite 401, Everett, Washington 98201**

Telephone: **(425) 252-2826**

Signature: *Darla Reese*

Section II

A. Is the proposed amendment a change to: Check one

- 1. Land Use Map designation only X
- 2. Text amendment only
- 3. Both the text and Land Use Map

B. If a change of the written text is proposed, indicate which Element, section and policy numbers.

N/A

C. Indicate the following:

- 1. Property location or description – The property is located east of 51st Avenue NE, South of 152nd Street NE, west and north of the Burlington Northern Railroad.
- 2. Size of property in acres – 12.73 acres

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3. Existing Land Use designation – R-4.5 Single-family medium
 4. Existing zoning of the property – R-4.5 Single-family medium
 5. Proposed Land Use designation – R-18 Multi-family medium
 6. Proposed Zoning – R-18 Multi-family medium
 7. Current and projected population density in general area – Current population of the Shoultes Neighborhood – Planning Area 9 is 4,819; projected population is 5,391 based on the 2005 City of Marysville Comprehensive Plan.
- D. How does the Comprehensive Plan land use map designation you are seeking relate to the designation and use of surrounding properties? Provide a map with this information.
1. North
 - a. Comprehensive Plan Land Use designation:
Light Industrial
 - b. Current Zoning:
Light Industrial
 - c. Current use of property:
Vacant
 2. South
 - a. Comprehensive Plan Land Use designation:
R-4.5 Single-family medium
 - b. Current Zoning:
R-4.5 Single-family medium
 - c. Current use of property:
Vacant
 3. East
 - a. Comprehensive Plan Land Use designation:
R-4.5 Single-family medium
 - b. Current Zoning:
R-4.5 Single-family medium
 - c. Current use of property:
Vacant

4. West a. Comprehensive Plan Land Use designation: ~~-----~~
R18 Multi-family medium & Neighborhood Business
- b. Current Zoning:
R18 Multi-family medium & Neighborhood Business
- d. Current use of property:
Vacant

- E. Would the land use designated you desire for the subject property create the need or cause direct or indirect pressure for a change of land use designation on surrounding properties? Please explain.

No, the property is physically separated from the surrounding R-4.5 zoned land by the Burlington Northern Railroad, Edgecomb Creek and large wetland areas.

- F. Describe in detail the circumstances that have changed since the adoption of the existing plan on April 1, 1996 that warrant the change to the Comprehensive Plan text which you are seeking.

The subject property is separated from the property to the east by the railroad, and wetlands. To the north is light industrial land. To the west is R 18, Multifamily Medium, the same designation in zone proposed here and to the southwest, Neighborhood Business. Directly south is the R-4.5 zone. The R-4.5 zone shares only a small border with the subject property.

Since the 1996 comprehensive plan was adopted, this property has been analyzed for development and it was determined that a large portion of the eastern half of the property is comprised of critical areas rendering the land inefficient for large lot development. Because GMA stresses densities in urban areas, the original land supply overestimated the number of lots that could be accommodated on this property because of the wetlands.

By changing the designation to R-18 you will allow more efficient, concentrated development thus achieving the densities intended by GMA. The proposed change, the R-18 is compatible with the existing land uses on a majority of its property boundaries, to the north, west and southwest. Multifamily development is less sensitive to noise and activity and therefore the light industrial zones to the north should not be a problem. The same designation as what is proposed on the subject property is located directly across the roadway. A neighborhood business zone just to the south and west will provide limited services to the residents of this

project and the activity generated by a neighborhood business zone will be less impactful till multifamily land use.

- G. Explain the measures that would be necessary to assure compatibility between the subject property and surrounding areas.

Our analysis shows that there is a compatibility with the surrounding land uses due to the properties isolation from the existing properties also included within this zone designation. The property will be required to provide wetland and stream buffers beyond the natural separation requirements on the eastern portion of the site.

- H. Describe the detail why the proposed change in land use designation would be in the best long term interest of the community.

The proposed change would allow the property owner to develop his severely constrained site and achieve intended comprehensive plan densities. Approval of this zoning amendment would allow clustering or the concentration of units on a small portion of the site.

- I. Identify the quantity and location of vacant land zoned for the existing and proposed use in the City and within the Marysville Comprehensive Plan boundary.

R-4.5 Single-family medium = 379.8 buildable acres
R-18 Multi-Family Medium = 0 buildable acres

These totals were taken directly from the 2005 City of Marysville Comprehensive Plan.

- J. Attach to this application any site development plans which are proposed as part of this requested comprehensive plan amendment which will serve to illustrate the nature of the requested land use map change and which supports the statements made in support of the requested change. Feel free to attach any other materials which support the land use map change you are requesting.

Please see attached maps.

- K. How would the land use designation you desire effect the physical, economic and human environment?

The R-18 Multi-family medium land use designation would allow this property to be developed at its highest and best use. It would allow affordable housing to be located next to Community Business and Light Industrial zones thus allowing people to be able to live next to where they work.

- L. What effect would it have upon open space, streams and other sensitive areas?

Sensitive areas on the site would be better protected. Under the current R-4.5 Single-family medium, a development would not likely achieve urban densities and would probably impact the stream corridor to a higher degree by having single-family residences scattered throughout the property. The R-18 Multi-family zone would allow all new units to be clustered thus allowing more complete protection.

- M. What impacts will there be on community facilities including utilities, streets, public transportation, parks, recreation facilities and schools? What measures are proposed to mitigate such impacts?

This proposal will result in a marginal decrease of community facilities, permit, as compared to the existing zoning. In some cases the proposed designation will reduce the services necessary because it is more concentrated versus spread out. Utilities are more efficiently provided. When developed, mitigation fees will be collected to help off-set these costs. Property owners will also pay taxes as mandated by law to help support these services.

- N. Describe the proposal's overall consistency with the 1996 Maysville Comprehensive Plan policies.

H0-8: Provide for a wide range of housing choices in residential and commercial zones, including but not limited to cottages, townhouses, planned unit developments and apartments.

The proposed land use designation and its implementing zones allow a broad range of housing types in the existing zoning. This supports H0-8.

H0-18: Provide affordable housing opportunities close to places of employment.

As stated prior, affordable housing would be built on this property and it would be located next to Community Business and Light Industrial zones. These commercial zones may allow employment opportunities for residents who want to reside within this development.

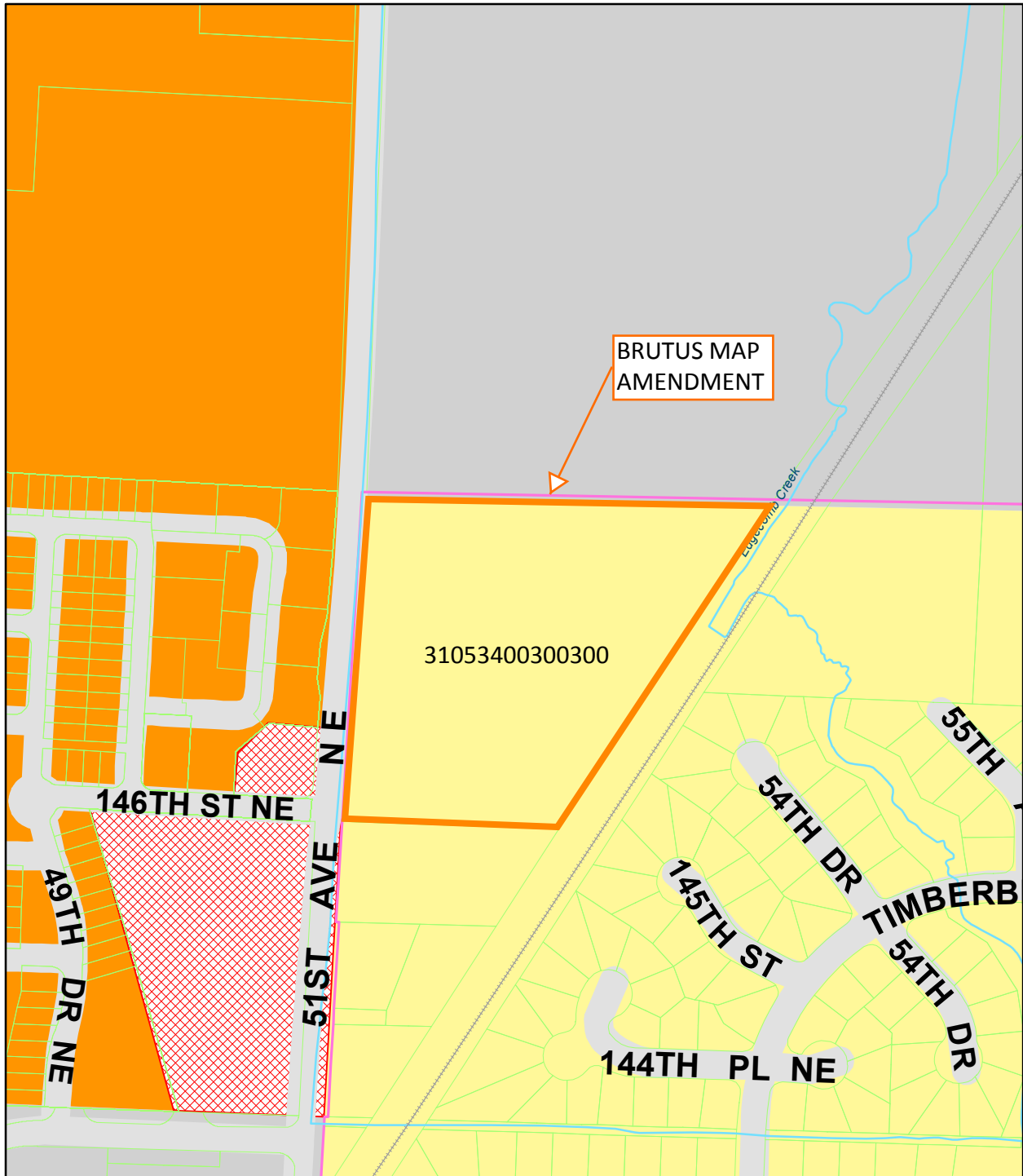
H0-20: Encourage higher quality development that create a sense of place and enhance community image and identity.

The development plan for this property is to provide for an upscale apartment or condominium complex that will be clustered or concentrated on one portion of the property. This will allow for enjoyment of the natural

features of the property while observing the mandated setbacks from the existing stream and wetland areas.

H0-27: Encourage the integration of a variety of dwelling types and intensities in residential neighborhoods.

This amendment would allow the property owner to develop the property with a variety of housing types instead of the existing land use designation that is limited primarily to single family homes.



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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CITY OF MARYSVILLE

ENVIRONMENTAL CHECKLIST RCW 197-11-960

Purpose of Checklist:

The State Environmental Policy Act (SEPA), chapter 43.21C RCW, requires all governmental agencies to consider the environmental impacts of a proposal before making decisions. An environmental impact statement (EIS) must be prepared for all proposals with probable significant adverse impacts on the quality of the environment. The purpose of this checklist is to provide information to help you and the agency identify impacts from your proposal (and to reduce or avoid impacts from the proposal, if it can be done) and to help the agency decide whether an EIS is required.

Instructions for Applicants:

This environmental checklist asks you to describe some basic information about your proposal. Governmental agencies use this checklist to determine whether the environmental impacts of your proposal are significant, requiring preparation of EIS. Answer questions briefly, with the most precise information known, or give the best description you can.

You must answer each question accurately and carefully, to the best of your knowledge. In most cases, you should be able to answer the questions from your own observations or project plans without the need to hire experts. If you really do not know the answer, or if a question does not apply to your proposal, write "do not know" or "does not apply". Complete answers to the questions now may avoid unnecessary delays later.

Some questions ask about governmental regulations, such as zoning, shoreline, and landmark designations. Answer these questions if you can. If you have problems, the governmental agencies can assist you.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Use of Checklist for Non-project Proposals:

Complete this checklist for non-project proposal, even though questions may be answered "does not apply". IN ADDITION, complete the SUPPLEMENTAL SHEET FOR NON-PROJECT ACTIONS (part D).

For non-project actions, the references in the checklist to the words "project", "applicant", and "property or site" should be read as "proposal", "proposer", and "affected geographic area", respectively.

A. BACKGROUND

1. *Name of proposed project, if applicable:* Non-Project Action
Proposal in the Marysville UGA to
Redesignate from R-4.5 Single-family medium
to R-18 Multi-family medium
2. *Name of Applicant:* Brutus & Associates
3. *Address and phone number of applicant and contact person:*

APPLICANT: Brutus & Associates
c/o Dr. C.C. Kuo
6531-29th Avenue NE
Seattle, Washington 98115

REPRESENTATIVE: HBA Design Group, LLC
c/o Darla Reese
1721 Hewitt Avenue, Suite 401
Everett, Washington 98201
(425) 252-2826

Received

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City of Marysville
Community Development

4. *Date checklist prepared:* January 13, 2009
5. *Agency requesting checklist:* City of Marysville Community Development Department
6. *Proposed timing or schedule (including phasing, if applicable):*

The City will review all docket items in accordance with its Municipal Code. This process takes approximately 12 months.

7. *Do you have any plan for future additions, expansion, or further activity related to or connected with this proposal?*

Yes, once the property is re-zoned and re-designated the applicant will then submit to the City of Marysville plans for further subdividing of this property.

8. *List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.*

SEPA Checklist

9. *Do you know whether applications are pending for government approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.*

Yes, the City of Marysville is currently in the process of annexing this property into it's City limits.

10. *List any government approvals or permits that will be needed for your proposal, if known.*

SEPA Threshold Determination, Council approval of the 2009 docket.

11. *Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description).*

The property is approximately 12.73 acres in size. The non-project proposal is a 2009 docketing proposal for a Comprehensive Plan designation change.

12. *Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.*

The property is located east of 51st Avenue NE, south of 152nd Street NE, west and north of the Burlington Northern Railroad in the SW Quarter of Township 31N, Range 05E, Section 34.

B. ENVIRONMENTAL ELEMENTS

1. EARTH

a. *General description of the site (underline one): flat, rolling, hilly, steep slopes, mountainous, other _____.*

b. *What is the steepest slope on the site (approximate percent slope)?*

Not Applicable

c. *What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soil, specify them and note any prime farmland.*

Not Applicable

d. *Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.*

Not Applicable

e. *Describe the purpose, type, and approximate quantities of any filling or grading proposed. Indicate source of fill.*

Not Applicable

f. *Could erosion occur as a result of clearing, construction, or use? If so, generally describe.*

Not Applicable

g. *About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?*

Not Applicable

h. *Proposed measures to reduce or control erosion or other impacts to the earth, if any.*

Not Applicable

2. AIR

a. *What types of emissions to the air would result from the proposal (i.e., dust, automobile, odors, industrial wood smoke) during construction and when the project is completed? If any, generally describe and give approximate quantities, if known.*

Not Applicable

b. *Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.*

Not Applicable

c. *Proposed measures to reduce or control emission or other impacts to air, if any:*

Not Applicable

3. **WATER**

a. *Surface:*

- 1) *Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.*

Not Applicable

- 2) *Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.*

Not Applicable

- 3) *Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.*

Not Applicable

- 4) *Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities, if known.*

Not Applicable

- 5) *Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.*

No, the project does not lie within a 100-year flood plain.

- 6) *Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.*

Not Applicable

b. *Ground:*

- 1) *Will ground water be withdrawn, or will water be discharged to ground water? Give general description, purpose, and approximate quantities, if known.*

Not Applicable

- 2) *Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals: agricultural, etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) is (are) expected to serve.*

Not Applicable

c. *Water Runoff (including storm water):*

- 1) *Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.*

Not Applicable

- 2) *Could waste materials enter ground or surface waters? If so, generally describe.*

Not Applicable

d. *Proposed measures to reduce or control surface, ground and runoff water impacts, if any:*

Not Applicable

4. **PLANTS**

a. Check or underline types of vegetation found on the site:

- X deciduous tree: alder, maple, aspen, other:
- evergreen tree: fir, cedar, pine, other
- X shrubs: native undergrowth
- X grass
- X pasture
- crop or grain
- X wet soil plants: cattail, buttercup
- bulrush, skunk cabbage, other:
- X water plants, water lily, eelgrass,
- milfoil, other
- other types of vegetation

b. What kind and amount of vegetation will be removed or altered?

Not Applicable

c. List threatened or endangered species known to be on or near the site.

There are no known threatened or endangered animal species known to be on or near the project site.

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any.

Not Applicable

5. **ANIMALS**

a. Underline any birds and animals which have been observed on or near the site or are known to be on or near the site:

- birds: hawk, heron, eagle, songbirds, other:
- mammals: deer, bear, elk, beaver, small rodents, other:
- fish: bass, salmon, trout, herring, shellfish, other:

b. List any threatened or endangered species known to be on or near the site.

Salmon, Bull Trout.

c. Is the site part of a migration route? If so, explain.

The entire lowlands of the Puget Sound and Western Cascades are part of the Pacific Flyway. There is no significant habitat (feeding or resting grounds) provided on this site.

d. Proposed measures to preserve or enhance wildlife, if any:

Not Applicable

6. **ENERGY AND NATURAL RESOURCES**

a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

Not Applicable

- b. *Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.*

Not Applicable

- c. *What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:*

Not Applicable

7. ENVIRONMENTAL HEALTH

- a. *Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe.*

Not Applicable

- 1) *Describe special emergency services that might be required.*

Not Applicable

- 2) *Proposed measures to reduce or control environmental health hazards, if any:*

Not Applicable

b. NOISE

- 1) *What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, aircraft, other)?*

Not Applicable

- 2) *What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other). Indicate what hour noise would come from the site.*

Not Applicable

- 3) *Proposed measures to reduce or control noise impacts, if any:*

Not Applicable

8. LAND AND SHORELINE USE

- a. *What is the current use of the site and adjacent properties?*

The site is currently vacant.

North: Vacant Property

South: Vacant Property

East: Vacant Property

West: Vacant Property

- b. *Has the site been used for agriculture? If so, describe.*

It is unknown if the site has been used for agriculture purposes in the past.

- c. *Describe any structures on the site.*

There are currently no structures existing on the site.

- d. *Will any structures be demolished? If so, what?*

No structures will be demolished because no structures exist.

e. *What is the current zoning classification of the site?*

The property is zoned R-4.5 Single-family medium

f. *What is the current comprehensive plan designation of the site?*

The current comprehensive plan designation of the site is R-4.5 Single-family medium.

g. *If applicable, what is the current shoreline master program designation of the site?*

Not Applicable

h. *Has any part of the site been classified as an "environmentally sensitive" area? If so, specify.*

Not Applicable

i. *Approximately how many people would reside or work in the completed project?*

Not Applicable

j. *Approximately how many people would the completed project displace?*

Not Applicable

k. *Proposed measures to avoid or reduce displacement impacts, if any:*

Not Applicable

l. *Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:*

Not Applicable

9. **HOUSING**

a. *Approximately how many units would be provided, if any? Indicate whether high, middle, or low income housing.*

Not Applicable

b. *Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low income housing.*

Not Applicable

c. *Proposed measure to reduce or control housing impacts, if any:*

Not Applicable

10. **AESTHETICS**

a. *What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?*

Not Applicable

b. *What views in the immediate vicinity would be altered or obstructed?*

Not Applicable

c. *Proposed measures to reduce or control aesthetic impacts, if any:*

Not Applicable

11. LIGHT AND GLARE

- a. *What type of light or glare will the proposal produce? What time of day would it mainly occur?*

Not Applicable

- b. *Could light or glare from the finished project be a safety hazard or interfere with views?*

Not Applicable

- c. *What existing off-site sources of light or glare may affect your proposal?*

Not Applicable

- d. *Proposed measures to reduce or control light and glare impacts, if any:*

Not Applicable

12. RECREATION

- a. *What designated and informal recreational opportunities are in the immediate vicinity?*

Not Applicable

- b. *Would the proposed project displace any existing recreational uses? If so, describe.*

Not Applicable

- c. *Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:*

Not Applicable

13. HISTORIC AND CULTURAL PRESERVATION

- a. *Are there any places or objects listed on, or proposed for, national, state, or local preservation registers known to be on or next to the site? If so, generally describe.*

Not Applicable

- b. *Generally describe any landmarks or evidence of historic, archaeological, scientific, or cultural importance known to be on or next to the site.*

There are no known landmarks or evidence of historic, archaeological, scientific or cultural importance known to be on or next to the site.

- c. *Proposed measures to reduce or control impacts, if any:*

Not Applicable

14. TRANSPORTATION

- a. *Identify public streets and highways serving the site, and describe proposed access to the existing street system. Show on site plans, if any.*

Access to the site is from 51st Avenue NE which is located to the west of the project site.

- b. *Is site currently served by public transit? If not, what is the approximate distance to the nearest transit stop?*

Yes, the site is currently served by Community Transit Routes 200, 202 and 207.

c. How many parking spaces would the completed project have? How many would the project eliminate?

Not Applicable

d. Will the proposal require any new roads or streets, or improvements to existing roads or streets, not including driveways? If so, generally describe (indicate whether public or private).

Not Applicable

e. Will the project use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.

Not Applicable

f. How many vehicular trips per day would be generated by the completed project? If known, indicate when peak volumes would occur.

Not Applicable

g. Proposed measures to reduce or control transportation impacts, if any:

Not Applicable

15. PUBLIC SERVICES

a. Would the project result in an increased need for public services (for example: fire protection, police protection, health care, schools, other)? If so, generally describe.

The proposal will result in a marginal decrease of community facilities, permit, as compared to the existing zoning. In some cases the proposed designation will reduce the services necessary because it is more concentrated versus spread out. Utilities are more efficiently provided. When developed, mitigation fees will be collected to help off-set these costs. Property owners will also pay taxes as mandated by law to help support these services.

b. Proposed measures to reduce or control direct impacts on public services, if any:

Not Applicable

16. UTILITIES

a. Underline utilities currently available at the site: electricity; natural gas; water; refuse service; telephone; sanitary sewer; septic system; other.

Not Applicable

b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

Not Applicable

C. SIGNATURE

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature:

Paula Reese

Date Submitted:

1/13/09

D. SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS

(do not use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent of the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate if the proposal were not implemented. Respond briefly and in general terms.

1. *How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances' or production of noise?*

This proposal would likely have a minimal change from the existing zoning to discharge to water, emissions to air, production, storage or release of toxic or hazardous substances or production of noise.

Proposed measures to avoid or reduce such increases are:

Future projects on the site will meet the City of Marysville's Comprehensive Plan and Code requirements.

2. *How would the proposal be likely to affect plants, animals, fish, or marine life?*

This proposal will have a minimal change from the existing zoning on the impact to plants, animals, fish and wildlife because the change in land use proposed will have a more efficient configuration.

Proposed measures to protect or conserve plants, animals, fish or maritime life are:

This proposal would be required to any mitigation measures adopted by the City of Marysville.

3. *How would the project be likely to deplete energy or natural resources?*

The project would minimally effect or deplete any existing energy or natural resources as compared to the existing zoning.

Proposed measures to protect or conserve energy and natural resources are:

The project would mitigate all necessary impacts according to the City of Marysville Land Use Code and Comprehensive Plan.

4. *How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection: such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?*

All critical areas will be protected as required by the City of Marysville's Zoning Code and Comprehensive Plan.

Proposed measures to protect such resources or to avoid or reduce impacts are:

The site's critical areas will be protected utilizing all required City of Marysville mitigation measures as required by the City's Zoning Code.

5. *How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?*

Not Applicable

Proposed measures to avoid or reduce shoreline and land use impact are:

Not Applicable

6. *How would the proposal be likely to increase demands on transportation or public services and utilities?*

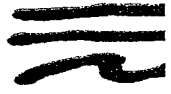
The proposal will result in a marginal impact to community facilities, permit, as compared to the existing zoning. In some cases the proposed designation will reduce the services necessary because it is more concentrated versus spread out. Utilities are more efficiently provided.

Proposed measures to reduce or respond to such demand(s) are:

When developed, mitigation fees will be collected to help off-set these costs. Property owners will also pay taxes as mandated by law to help support these services.

7. *Identify, if possible, whether the proposal may conflict with local, state or federal laws or requirements for the protection of the environment.*

The proposal will not conflict with any local, state or federal law requirements.



hba DESIGN
GROUP

land use planning + civil engineering

Traffic Impacts for the Brutus & Associates Docket Proposal

*Per Reference from:
Institute of Transportation Engineers
ITE Trip Generation Manual
6th Edition, Volume 1 of 3*

Single-Family Detached Housing (210)
9.57 = Average Daily Rate

Apartment (220)
6.63 = Average Daily Rate

The Average Daily Trips generated by a Single Family Residence is 9.57 or 1.01 Peak Hour Trips. The Average Daily Trips generated from an apartment building, i.e. quadraplex, townhouses, etc. is 6.63 or .85 Peak Hour Trips.

Therefore, a unit in the R-18 Zone generates 68% Average Daily Trips that are generated by a Single Family Residence in the R-4.5 Zone.

Received

JAN 13 2009

City of Marysville
Community Development

**SUBSURFACE EXPLORATION AND
GEOTECHNICAL ENGINEERING REPORT**

BRUTUS ASSOCIATES PROPERTY

MARYSVILLE, WASHINGTON

PREPARED FOR

Brutus Associates

Received

JAN 13 2009

**City of Marysville
Community Development**

PROJECT NO. KE98566G

JANUARY 1999

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SUBSURFACE EXPLORATION AND
GEOTECHNICAL ENGINEERING REPORT
BRUTUS ASSOCIATES PROPERTY
51ST AVENUE NE & 148TH STREET NE
MARYSVILLE, WASHINGTON

January 14, 1999
Project No. KE98566G

I. PROJECT AND SITE CONDITIONS

1.0 INTRODUCTION

This report presents the results of our subsurface exploration and geotechnical engineering study for the proposed residential plat, located west of 51st Avenue NE along the 14800 block in Marysville, Washington. The approximate locations of the explorations accomplished for this study are presented on the Site and Exploration Plan, Figure 2. If the nature of this project upon which this report is based changes, the conclusions and recommendations contained in this report should be reviewed and modified, or verified, as necessary.

1.1 Purpose and Scope

The purpose of this study was to gather shallow subsurface soil and ground water data and to present geotechnical recommendations to be used in the design and development of the subject project. Our study included reviewing available geologic literature, logging excavated exploration pits, drilled exploration borings and performing geologic studies to assess the type, thickness, distribution, and physical properties of the subsurface sediments and shallow ground water conditions. Geotechnical engineering studies were also conducted to determine potential liquefaction risks resulting in settlements, and recommended mitigation techniques. In addition, site preparation recommendations, structural fill recommendations, depth to suitable foundation bearing sediments, allowable foundation soil bearing pressures, floor support and slab-on-grade recommendations, drainage considerations, erosion considerations, and slope stability considerations are provided. This report summarizes our current fieldwork and offers development recommendations based on our present understanding of the project.

1.2 Authorization

Written authorization to proceed with this study was granted by Mr. Kwo-Hwa Tseng on December 5, 1998. This report has been prepared for the exclusive use of Mr. Tseng and his agents, for specific application to this project. Within the limitations of scope, schedule, and budget, our services have been performed in accordance with generally accepted geotechnical engineering and engineering geology principles and practices in effect in this area at the time our report was prepared. No other warranty, expressed or implied, is made. Our

observations, findings, and opinions are a means to identify and reduce the inherent risks to the owner.

2.0 PROJECT AND SITE DESCRIPTION

This report was completed with an understanding of the project based on a revised schematic site plan prepared by Shockey Brent, Inc., dated November 8, 1998 and communications with Mr. Joe Brown of Shockey Brent and the civil engineer Mr. Andy Reeves of Community Design, Incorporated. We were also provided a boundary and topographic survey prepared by Tri County Land Surveying Company and Degross Aerial Mapping, dated July 17, 1998.

As shown on the site plan, the development will consist of 118 residential lots. The west half of the property will be occupied by 68 townhouse lots and the eastern portion will be developed into 50 single-family residential structures. Access to the western and eastern portions of the property will be from 51st Avenue NE and Timberbrook Drive, respectively. Detention ponds are proposed in the western, central, and eastern portions of the property. The site is relatively level and, therefore, grading will be minimal in areas other than the detention pond. Wall loads of 2 to 3 kips per linear foot are typical for the proposed type of structures and have been assumed for determining the footing design recommendations.

The 27-acre site is located east of 51st Avenue NE and north of the existing Timberbrook subdivision, in Marysville, Washington. The northern and eastern boundaries of the property bordered pastures. A church was located south of the western portion of the property. The relatively level, rectangular-shaped property was divided into east and west portions by railroad tracks. Existing streams were located at the east and west ends of the property and near the eastern margin of the railroad tracks. Vegetation consisted mainly of field grass with occasional patches of shrubs and black berry vines. A northwest to southeast trending utility easement for the Olympic Pipe Line Company crossed the eastern half of the property. The alignment of the easement was posted with signs.

3.0 SUBSURFACE EXPLORATION

Our field study included excavating a series of 14 exploration pits with a backhoe and drilling two exploration borings to gain shallow soil and ground water information about the site. A description of the various types of sediments encountered, as well as the depths where characteristics of the sediments changed, are indicated on the exploration logs presented in the Appendix of this report. The depths indicated on the logs where conditions changed might represent gradational variations between sediment types in the field. Our explorations were approximately located in the field by measuring from site features.

The conclusions and recommendations presented in this report are based primarily on the exploration pits and borings completed for this study. Because of the nature of exploratory work below ground, extrapolation of subsurface conditions between and beyond field explorations is necessary. It should be noted that differing subsurface conditions might

sometimes be present due to the random nature of deposition and the alteration of topography by past grading and/or filling. The nature and extent of any variations between the field explorations may not become fully evident until construction. If variations are observed at that time, it may be necessary to re-evaluate specific recommendations in this report and make the appropriate changes.

3.1 Exploration Pits

Exploration pits were excavated with a subcontracted backhoe and provided direct observation of the pit walls for interpretation of the stratigraphy. Selected representative samples were obtained from the pits so they could be studied and classified in the field by a geologist from our firm. The recovered samples were then transported to our laboratory for further visual classification.

A series of shallow, temporary observation wells consisting of 1-inch diameter PVC pipe with saw-cut slots were placed in some of the exploration pits. These wells (or piezometers) were measured at a later time and the static ground water level was found to be approximately 2½ to 4 feet below the existing ground water surface.

3.2 Exploration Borings

The exploration borings were completed by advancing a 3 ¾-inch, inside-diameter, hollow-stem auger with a track-mounted drill rig. During the drilling process, samples were obtained at generally 2½ or 5-foot depth intervals. The borings were continuously observed and logged by a geologist from our firm. The exploration logs presented in the Appendix are based on the field logs, drilling action, and inspection of the samples secured.

Disturbed but representative samples were obtained by using the Standard Penetration Test procedure in accordance with ASTM:D 1586. This test and sampling method consists of driving a standard, 2-inch, outside-diameter split-barrel sampler a distance of 18 inches into the soil with a 140-pound hammer free-falling a distance of 30 inches. The number of blows for each 6-inch interval is recorded and the number of blows required to drive the sampler the final 12 inches is known as the Standard Penetration Resistance ("N") or blow count. If a total of 50 is recorded within one 6-inch interval, the blow count is recorded as 50 blows for the number of inches of penetration. The resistance, or N-value, provides a measure of the relative density of granular soils or the relative consistency of cohesive soils; these values are plotted on the attached boring logs.

The samples obtained from the split barrel sampler were classified in the field and representative portions placed in water-tight containers. The samples were then transported to our laboratory for further visual classification and laboratory testing, as necessary.

4.0 SUBSURFACE CONDITIONS

Subsurface conditions on the site were inferred from the field explorations accomplished for this study, visual reconnaissance of the site, and review of topographic and geologic maps for the area. Underlying 1 foot of surficial topsoil, our exploration pits generally encountered loose, wet to saturated, brown to gray, fine to coarse sand with occasional gravel, silt and lenses of soft sandy silt. These materials extended beyond the bottom of the backhoe pits, which were terminated between 6 and 8 feet below the ground surface due to caving conditions of the pit sidewalls. The exploration borings also encountered fine sands and fine to coarse sands with occasional gravels but with densities generally varying from loose to medium dense. Two samples at 20 feet deep in EB-1 and 25 feet deep in EB-2 were logged as dense, but may have been slightly overstated due to either gravel or heaving sand conditions. A stiff silt was encountered at 25 feet in EB-1. The sand and silt sediments have been interpreted as part of the Marysville sand member which is a recessional outwash deposit. The outwash was formed from the deposition of sediment in meltwater streams originating from the retreating Vashon ice sheet approximately 10,000 years ago.

Exploration pits EP-12 and EP-14 encountered 2 to 2½ feet of fill material (material not placed naturally). The fill consisted of loose, wet, brown, silty sand with substantial amounts of asphalt debris. The full horizontal extent of the fill material was not known, but it may represent only random locations of fill. Other areas of fill material could also be present. The fill is unsuitable for foundation support of residential structures.

The surface soil in this area was geologically mapped as the Marysville Sand member of the Vashon recessional outwash according to the USGS Preliminary Geologic Map of the Marysville Quadrangle, Washington, by James Minard, 1980. We concur with the mapped sediments. The following section presents more detailed subsurface information.

Slow to rapid ground water seepages were encountered in all the explorations beginning at depths ranging from 2½ to 4 feet below the existing ground surface. These seepages most likely represent the local water table. It should be noted that the elevation of the ground water will fluctuate with changes in precipitation and time of year. Ground water seepage can also occur at random depths in unsupervised fill soil.

II. DESIGN RECOMMENDATIONS

5.0 INTRODUCTION

Our exploration indicates that, from a geotechnical standpoint, the parcel is suitable for the proposed development provided the recommendations contained herein are properly followed. Based on our seismic evaluation, there is a potential for liquefaction to occur during a very large earthquake (magnitude 7.0 seismic event and 0.30g horizontal acceleration). However, the potential foundation settlement associated with liquefaction on this site would be on the order of $\frac{3}{4}$ to 1 inch in addition to normal foundation settlement. The risk of liquefaction and foundations settlement can be mitigated by recompacting the footing subgrades and using continuous footings (no individual spread footings) as discussed herein.

5.1 Liquefaction Mitigation

Given the high ground water level and the loose condition of some of the underlying sediments, seismic liquefaction is possible on this site. To mitigate the risk of seismic liquefaction damage, we recommend that all the houses be constructed on continuous footings (for example, no isolated interior footings). The footings and crawl space elevations should also be kept as high as possible. We anticipate that loose and easily disturbed soils will be encountered at the footing grades. Therefore, prior to casting the foundations and floor slabs, we recommend recompacting the exposed subgrade with a vibratory plate attached to a backhoe or with a minimum 20-ton, vibratory roller to provide a suitably firm, non-yielding subgrade. A representative of AESI should observe the compacting process and test the soil density to verify suitable compaction. We further recommend that all footings be at least 18 inches in width. Further foundation recommendations are presented in Section 9.0.

6.0 EROSION CONSIDERATIONS

To mitigate potential erosion during construction and off-site sediment transport, we recommend the following:

1. A silt fence should be installed along the wetland buffers.
2. All storm water from impermeable surfaces should be tightlined to a properly designed storm water drainage system, which discharges into the proposed pond.
3. Soils that are to be reused around the site should be stored in such a manner as to reduce erosion. Protective measures may include, but are not necessarily

limited to, covering with plastic sheeting, the use of low stockpiles in flat areas, or the use of hay bales/silt fences around the base of the stockpile.

4. Construction entrances and drives should be surfaced with crushed rock.
5. Disturbed areas should be re-vegetated as soon as possible.

7.0 SITE PREPARATION

Site preparation for the planned roadways and structures should include the removal of all vegetation, topsoil, and any other deleterious material within the construction area. The remaining roots should also be grubbed and removed. All excavated material not suitable for reuse as structural fill or landscaping purposes on the site should be disposed of off-site.

8.0 UTILITY TRENCH EXCAVATIONS

We anticipate that utility trench excavations will encounter the ground water at relatively shallow depths as previously discussed. Some seepages were observed to be rapid and could hamper trench excavation. Therefore, the contractor should be prepared to dewater and/or slope the trench sidewalls. For trenches less than approximately 5 feet deep a trash pump(s) placed in the trench may be all that is needed to control ground water. Deeper excavations which intercept rapid ground water seepages will likely require dewatering by pumping from a series of sumps/wellpoints along the trench line.

9.0 STRUCTURAL FILL

It is anticipated that structural fill may be necessary to establish desired grades for houses, roads and utility backfill. All references to structural fill in this report refer to subgrade preparation, fill type, placement and compaction of materials as discussed in this section. If a percentage of compaction is specified under another section of this report, the value given in that section should be used.

After overexcavation/stripping has been performed to the satisfaction of the geotechnical engineer/engineering geologist, the exposed subgrade should be compacted to at least 90 percent of ASTM:D 1557 (modified Proctor). Any soft/loose subgrade areas encountered during construction, or which contain deleterious material, should be overexcavated and replaced with structural fill. If the subgrade contains too much moisture, adequate recompaction may be difficult or impossible to obtain and should probably not be attempted. In lieu of recompaction, the area to receive fill should be blanketed with crushed quarry rock to act as a capillary break between the new fill and the wet subgrade. Where the exposed ground remains loose/soft because of high moisture and further overexcavation is impractical, placement of an engineering stabilization fabric may be necessary.

After the exposed ground is tested and approved, structural fill may be placed to attain desired grades. Structural fill is defined as non-organic soil, acceptable to the geotechnical engineer, placed in maximum 8 inch loose lifts with each lift being compacted to at least 95 percent of the modified Proctor maximum density using ASTM:D 1557 as the standard. In the case of roadway or utility trench backfill, compaction standards should follow the local jurisdiction requirements. The top of the compacted fill should extend horizontally outward a minimum distance of 3 feet beyond the location of the perimeter footings or pavement edge before sloping down at an angle of 2H:1V (Horizontal:Vertical). Compacted fill not in contact with standing water should slope down at a maximum angle of 2H:1V. A maximum slope angle of 3H:1V is recommended for fill that may come in contact with the water such as in the detention pond.

The contractor should note that any proposed fill soils must be evaluated by Associated Earth Sciences, Inc. (AESI) prior to their use in fills. This would require that we have a sample of the material at least 48 hours in advance to perform a Proctor test and determine its field compaction standard. Soils in which the amount of fine-grained material (smaller than No. 200 sieve) is greater than approximately 5 percent (measured on the minus No. 4 sieve size) should be considered moisture-sensitive. Use of moisture-sensitive soil in structural fills should be limited to only the most favorable dry weather and dry subgrade conditions. Some of the upper soils contained varying amounts of silt and are considered moisture sensitive. In addition, construction equipment traversing the site when the soils are wet can cause considerable disturbance. If fill is placed during wet weather or if proper compaction cannot be obtained, a select material consisting of a clean, free-draining gravel and/or sand should be used. Free-draining fill consists of non-organic soil with the amount of fine-grained material limited to 5 percent by weight when measured on the minus No. 4 sieve fraction.

A representative from our firm should inspect the stripped subgrade and be present during placement of structural fill and utility trench backfill to observe the work and perform a representative number of in-place density tests. In this way, the adequacy of the earthwork may be evaluated as filling progresses and any problem areas may be corrected at that time. It is important to understand that taking random compaction tests on a part-time basis will not assure uniformity or acceptable performance of a fill. As such, we are available to aid the owner in developing a suitable monitoring and testing program.

10.0 FOUNDATIONS

We recommend that continuous spread footings be used for building support when founded on the natural, loose to medium dense sand, recompacted in place, or properly placed structural fill compacted to at least 95 percent of its maximum dry density relative to ASTM:D 1557.

For spread footings constructed on natural, recompacted sand or structural fill, we recommend an allowable foundation soil bearing pressure of 2,000 pounds per square foot (psf) be used for design purposes, including both dead and live loads. An increase of one-third may be used for short-term wind or seismic loading. Perimeter footings should be buried no deeper than 12 inches into the surrounding soil followed by additional fill placed next to the footing stem wall

to create 18 inches total burial of the footing for frost protection. However, all footings must penetrate to the prescribed bearing strata and no footing should be founded in loose, organic, or existing fill soils. All building footings should have a minimum width of 18 inches.

It should be noted that the area bounded by lines extending downward at 1H:1V from any footing must not intersect another footing, filled area, or loose natural sediments that have not been compacted to at least 95 percent of ASTM:D 1557. In addition, a 1.5H:1V line extending down from any footing must not daylight because sloughing or raveling may eventually undermine the footing. Thus, footings should not be placed near the edge of steps or cuts in the bearing soils.

Anticipated settlement of footings founded on the natural, loose to medium dense sand, recompacted in place, or structural fill should be on the order of 1 inch. However, disturbed soil not removed from footing excavations prior to footing placement could result in increased settlements.

Perimeter footing drains should be provided as discussed under the section on drainage considerations.

Foundation bearing soils should be evaluated by AESI at the time of construction to determine that the allowable foundation soil bearing pressure has been attained, that soil conditions are as anticipated, and that suitable recompaction has been completed in all footing areas. Such inspection may also be required by the City of Marysville.

11.0 FLOOR SUPPORT

Slab-on-grade floors may be used over compacted natural sandy soil or properly compacted structural fill (material free of organics or other deleterious material and acceptable to the geotechnical engineer) placed in maximum 8 inch loose lifts and compacted to at least 92 percent of its maximum dry density relative to ASTM:D 1557. Following subgrade preparation, the floor should be cast atop a minimum of 4 inches of washed pea gravel to provide a capillary break where moisture migration through the slab is to be controlled. A polyethylene, plastic vapor barrier should also be used under the floor to help prevent passage of moisture through the floor. Based on the American Concrete Institute recommendations, we suggest placing a two to three inch layer of clean sand over the vapor barrier to protect the barrier and to allow some moisture loss through the bottom of the slab to aid in the curing process.

12.0 DRAINAGE CONSIDERATIONS

Traffic across the natural on-site soils when they are damp or wet will result in disturbance. Therefore, during site work and construction, the contractor should be prepared to provide drainage and subgrade protection as necessary.


All perimeter footings should be provided with a drain at the footing elevation. Drains should consist of rigid, perforated, PVC pipe surrounded by washed gravel. The perforated, PVC pipe should be set with its perforations approximately 2 inches below the bottom of the footing and the drains should be constructed with sufficient gradient to allow gravity discharge away from the buildings. Roof and surface runoff should not discharge into the footing drain system but should be handled by a separate, rigid tightline drain. We recommend that collected water from roof, footing and/or yard drains be tightlined to the site storm water drainage system. In planning, exterior grades adjacent to walls should be sloped downward away from the structure to achieve surface drainage. Homes and crawlspaces should also be sited as high as possible to facilitate drainage.

13.0 PROJECT DESIGN AND CONSTRUCTION MONITORING

We are available to provide additional geotechnical consultation as the project design develops and possibly changes from that upon which this report is based. We are also available to provide geotechnical engineering and monitoring services during construction. The integrity of the foundation depends on proper site preparation and construction procedures. In addition, engineering decisions may have to be made in the field in the event that variations in subsurface conditions become apparent. Construction monitoring services are not part of this current scope of work. If these services are desired, please let us know and we will prepare a cost proposal.

We have enjoyed working with you on this study and are confident that these recommendations will aid in the successful completion of your project. If you should have any questions, or require further assistance, please do not hesitate to call.

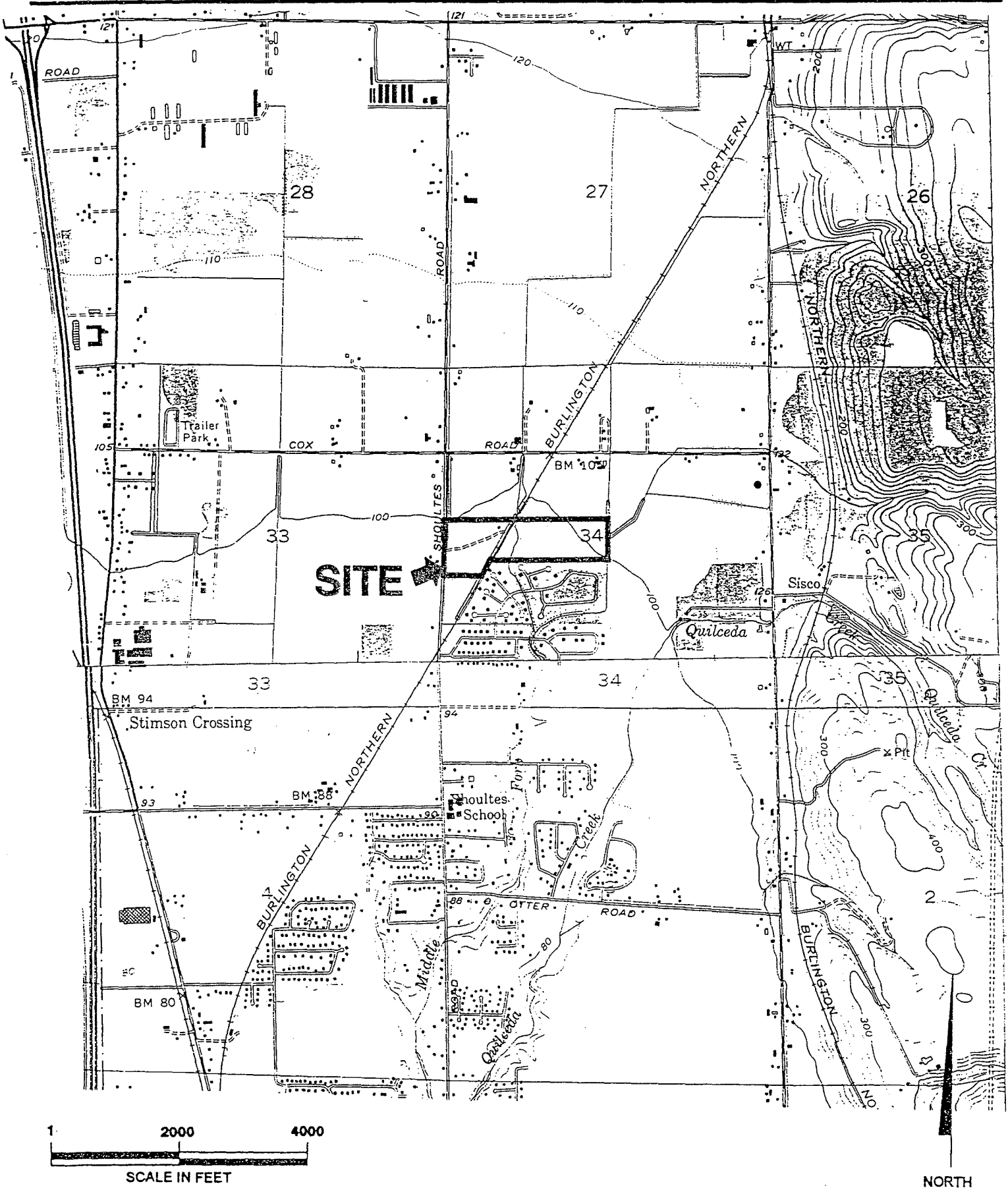
Sincerely,
ASSOCIATED EARTH SCIENCES, INC.
Kirkland, Washington


Scott R. Hannah
Senior Staff Geologist



EXPIRES 5/3/00

Bruce L. Blyton, P.E.
Senior Associate Engineer



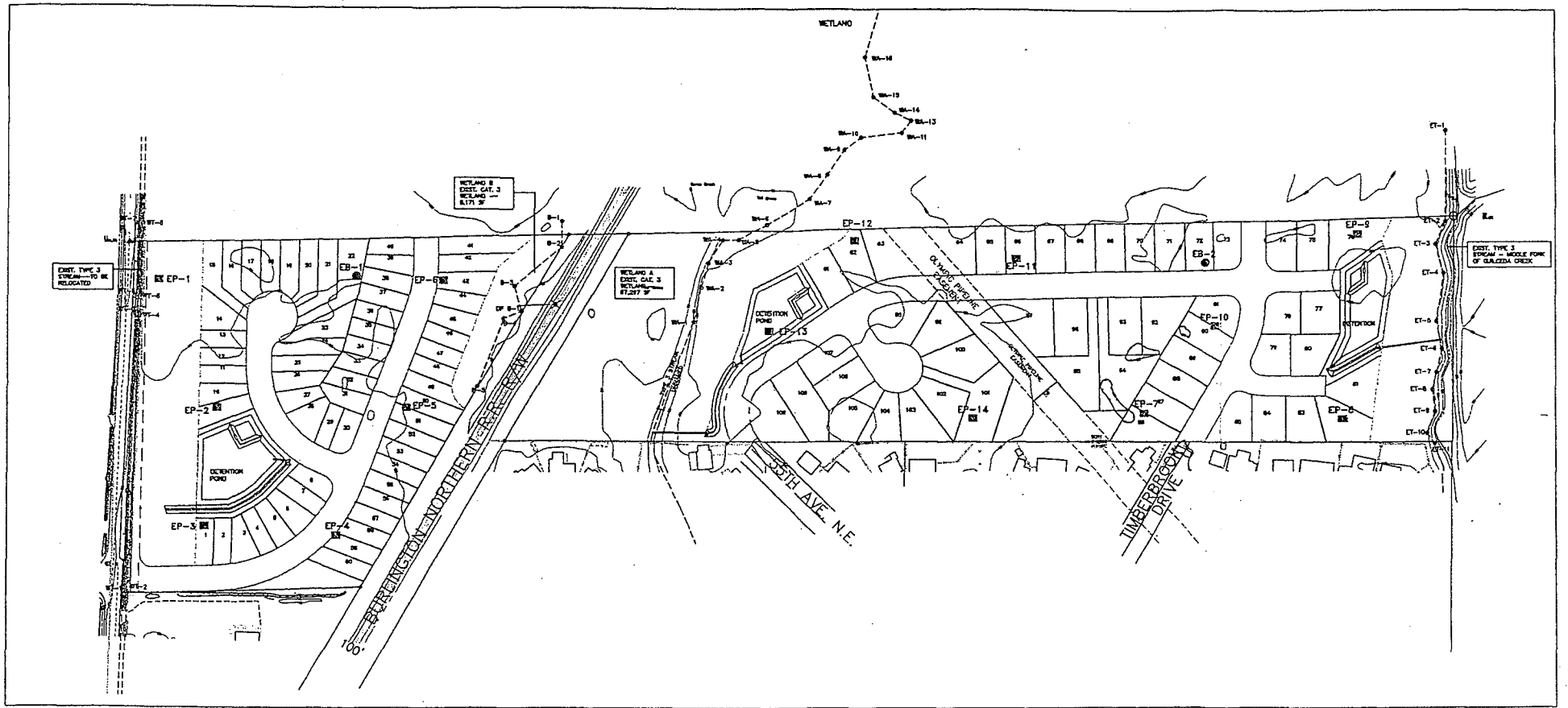
REFERENCE: U.S.G.S. TOPOGRAPHIC MAPS "ARLINGTON WEST, WASHINGTON" AND "MARYSVILLE, WASHINGTON".




VICINITY MAP
 BRUTUS ASSOCIATES PROPERTY
 MARYSVILLE, WASHINGTON


FIGURE 1
 DATE 1/99
 PROJ. NO. KE98566G

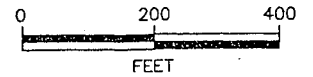
derrallpax/dpm18 5x11v base



LEGEND

EP-1  Approximate location of exploration pit

EB-1  Approximate location of exploration boring



REFERENCE: TRI COUNTY LAND SURVEYING COMPANY AND DEGROSS AERIAL MAPPING.

d:\projects\08586 brutus\08586-01.dwg

AST ASSOCIATED
EARTH
SCIENCES, INC

SITE AND EXPLORATION PLAN
BRUTUS ASSOCIATES PROPERTY
MARYSVILLE, WASHINGTON

FIGURE

2

Item 7 - 60

EXPLORATION BORING LOG

Number EB-1

SEDIMENT DESCRIPTION	DEPTH	SAMPLE	GROUND WATER	STANDARD PENETRATION RESISTANCE			
				Blows/Foot			
				10	20	30	40
Wet, orange-gray, fine becoming medium SAND.	5		WD	6▲			
Saturated, gray, fine to coarse SAND with trace gravel.				17▲			
Saturated, gray, fine to coarse SAND.	10				21▲		
Saturated, gray, fine SAND.				11▲			
Saturated, gray, fine to coarse SAND with some gravel.	15				25▲		
Saturated, gray, fine to medium SAND, occasional coarse sand and gravel.				15▲			
Saturated, gray, fine to medium SAND.	20				19▲		
Saturated, gray, fine SAND.						34▲	
Saturated, gray SILT with trace sand.	25			11▲			
Saturated, gray, fine SAND with some fine to medium sand. (Recessional Outwash)	30			15▲			
BOH @ 31-1/2'							
WD = while drilling							

Subsurface conditions depicted represent our observations at the time and location of this exploratory hole, modified by geologic interpretations, engineering analysis, and judgment. They are not necessarily representative of other times and locations. We will not accept responsibility for the use or interpretation by others of information presented on this log.

Reviewed By

Associated Earth Sciences, Inc.
 911 Fifth Avenue, Suite 100
 Kirkland, Washington 98033
 Phone: 425-827-7701
 Fax: 425-827-5424

Brutus Associates Property
Marysville, Washington
Project No. KE98566G
December 1998

EXPLORATION PIT LOG

Number EP-13

0	Topsoil.
	Loose, wet, grayish-tan, heavily mottled, silty SAND with trace gravel. (Weathered Recessional Outwash)
5	Loose, saturated, gray to brownish-gray SAND with some gravel and trace silt. (Recessional Outwash)
10	BOH @ 7' Note: Slow to moderately rapid seepage below 3'; massive, intermittent caving below 2'.
15	

Number EP-14

0	Loose, wet, brown, silty SAND with substantial quantities of asphalt debris. (Fill)
	Loose, saturated, tan with rust mottling, silty SAND; a discontinuous lense of soft, saturated, orange, sandy silt present at base (up to 6" thick). (Weathered Recessional Outwash)
5	Loose, saturated, gray SAND with some gravel and trace silt; grades to a medium to coarse, gravelly SAND below 6'. (Recessional Outwash)
10	BOH @ 7-1/2' Note: Moderate to rapid seepage below 3'; massive, intermittent caving below 2'.
15	

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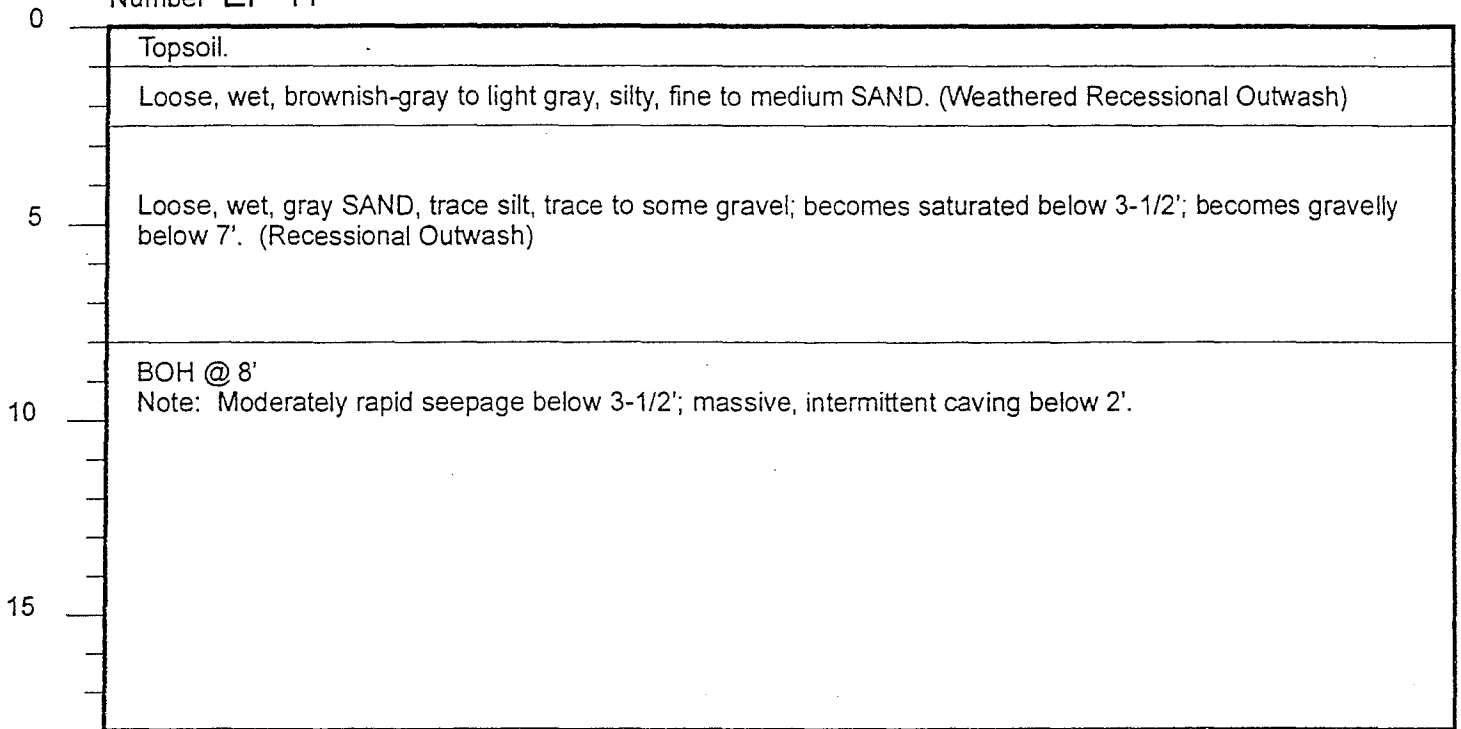
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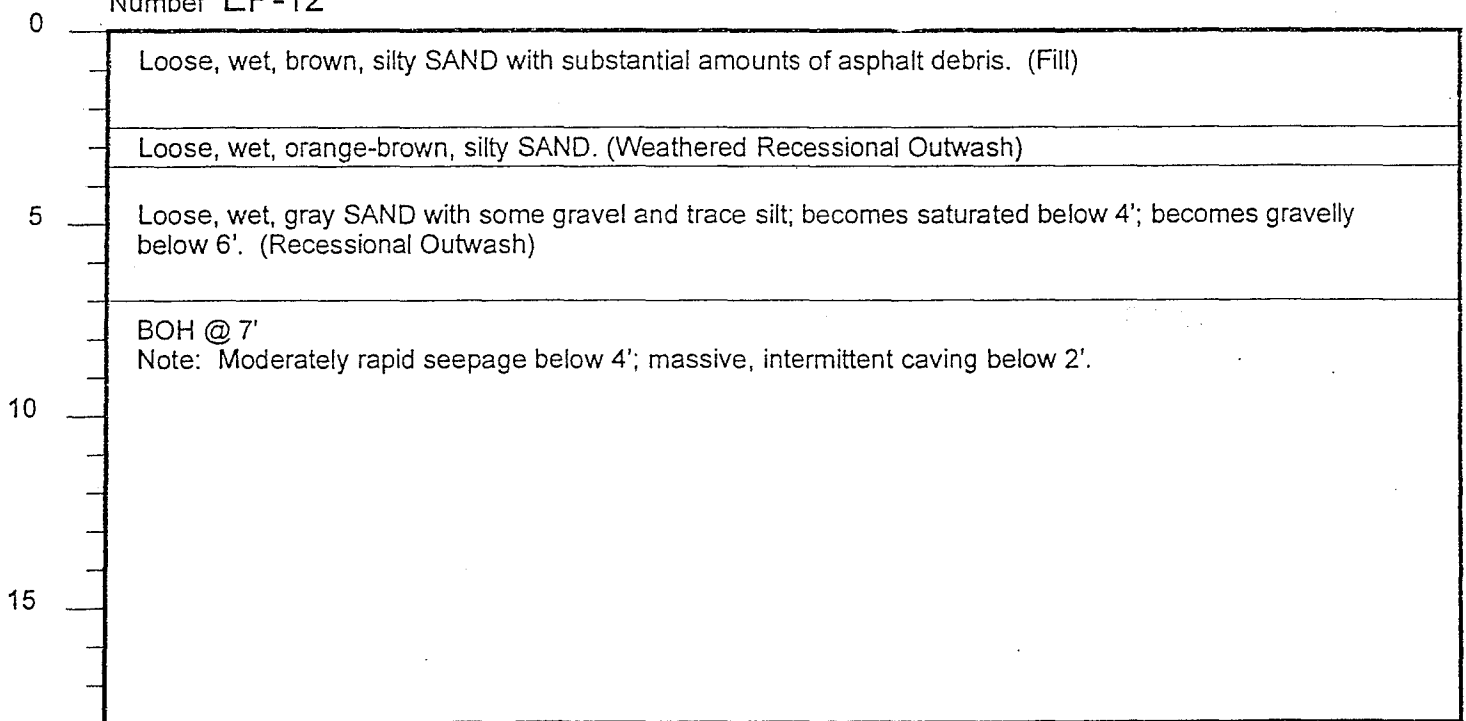
Brutus Associates Property
Marysville, Washington
Project No. KE98566G
December 1998

EXPLORATION PIT LOG

Number EP-11



Number EP-12



Subsurface conditions depicted represent our observation at the time and location of this exploratory hole, modified by geologic interpretation, engineering analysis, and judgment. They are not necessarily representative of other times and locations. We will not accept responsibility for the use or interpretation by others of information presented on this log.

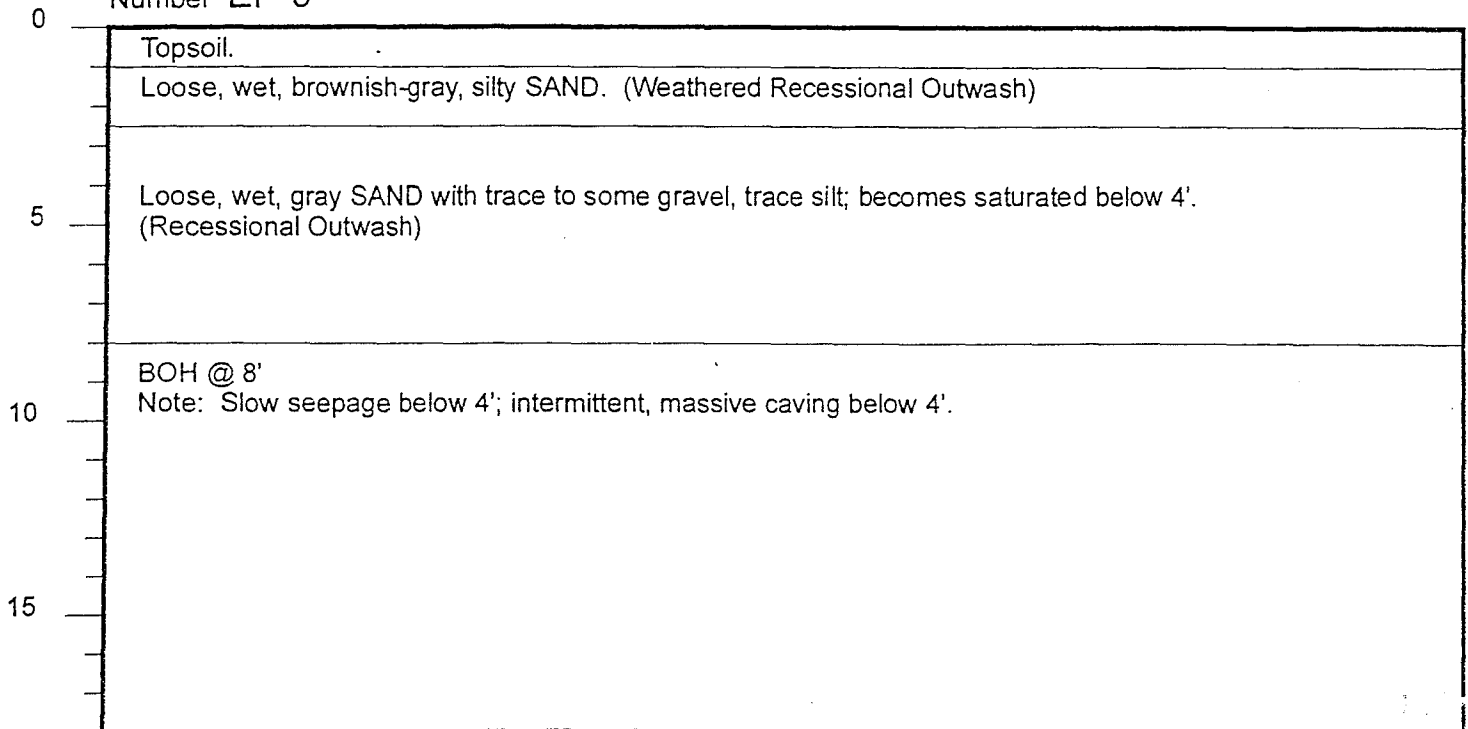
Reviewed By

Associated Earth Sciences, Inc.
911 Fifth Avenue, Suite 100
Kirkland, Washington 98033
Phone: 425-827-7701
Fax: 425-827-5424

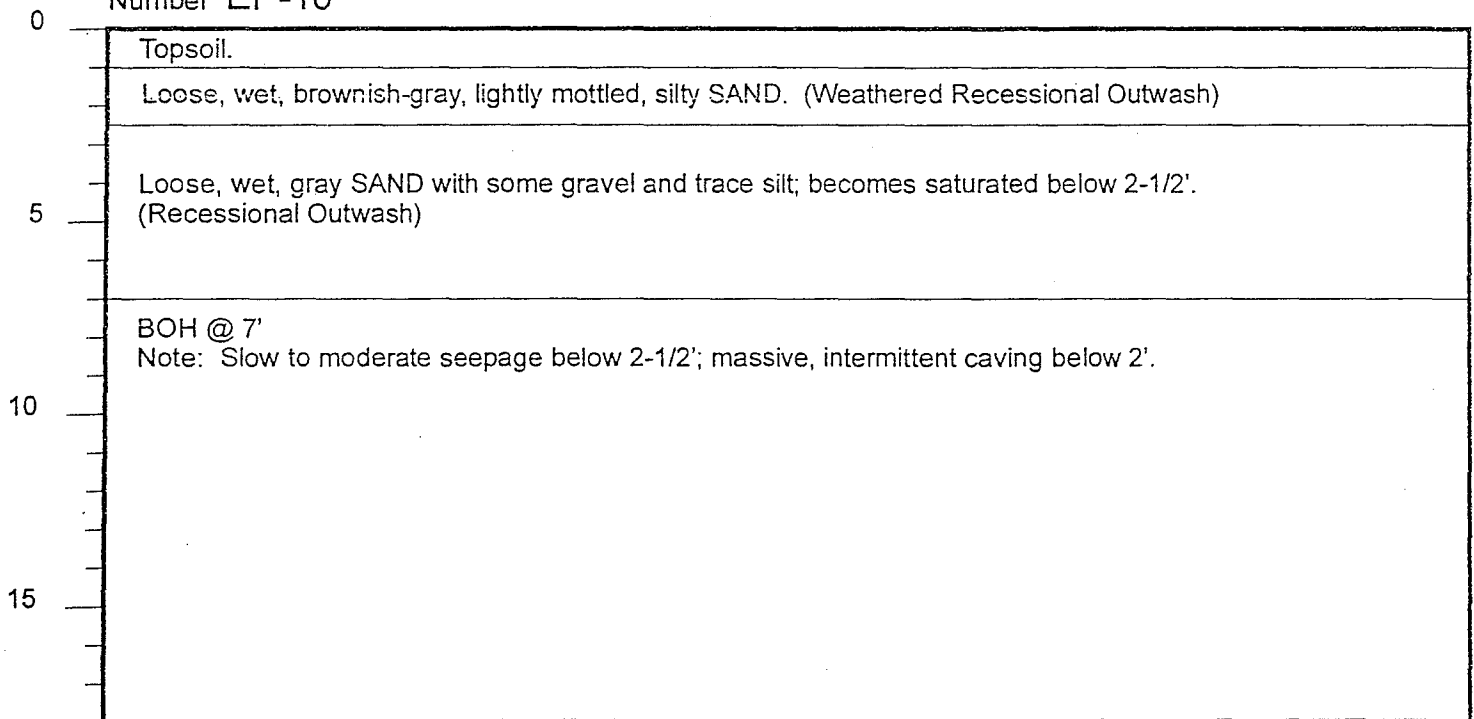
Brutus Associates Property
Marysville, Washington
Project No. KE98566G
December 1998

EXPLORATION PIT LOG

Number EP-9



Number EP-10



Subsurface conditions depicted represent our observation at the time and location of this exploratory hole, modified by geologic interpretation, engineering analysis, and judgment. They are not necessarily representative of other times and locations. We will not accept responsibility for the use or interpretation by others of information presented on this log.

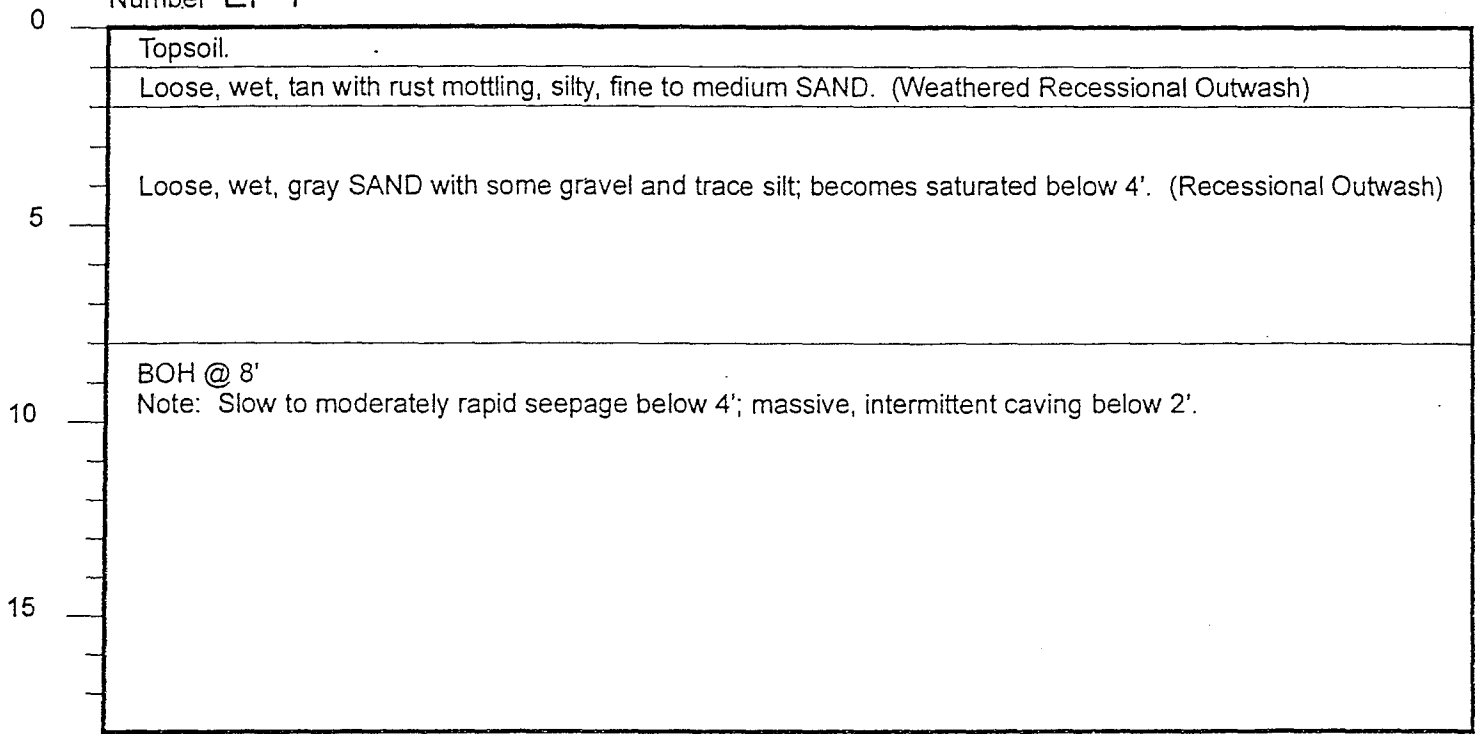
Reviewed By

Associated Earth Sciences, Inc.
911 Fifth Avenue, Suite 100
Kirkland, Washington 98033
Phone: 425-827-7701
Fax: 425-827-5424

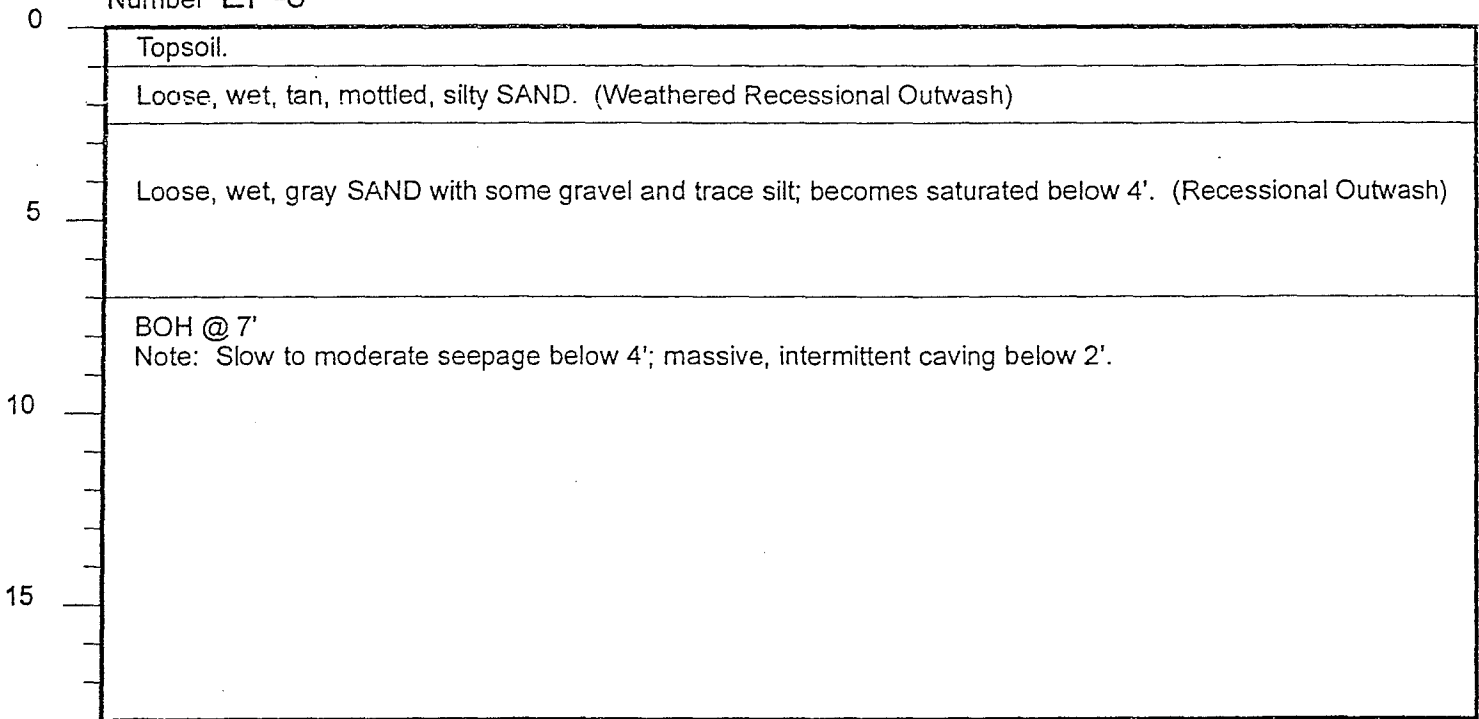
Brutus Associates Property
Marysville, Washington
Project No. KE98566G
December 1998

EXPLORATION PIT LOG

Number EP-7



Number EP-8



Subsurface conditions depicted represent our observation at the time and location of this exploratory hole, modified by geologic interpretation, engineering analysis, and judgment. They are not necessarily representative of other times and locations. We will not accept responsibility for the use or interpretation by others of information presented on this log.

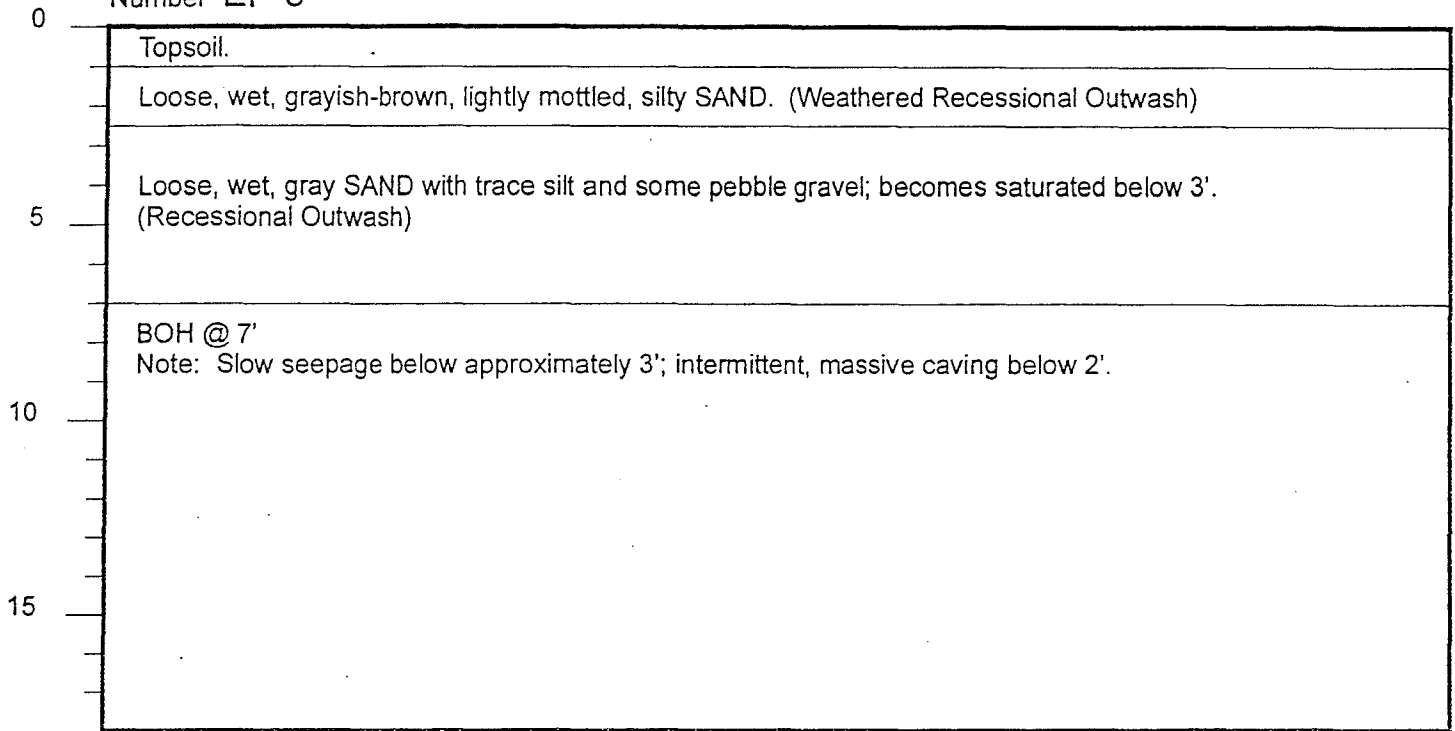
Reviewed By

Associated Earth Sciences, Inc.
911 Fifth Avenue, Suite 100
Kirkland, Washington 98033
Phone: 425-827-7701
Fax: 425-827-5424

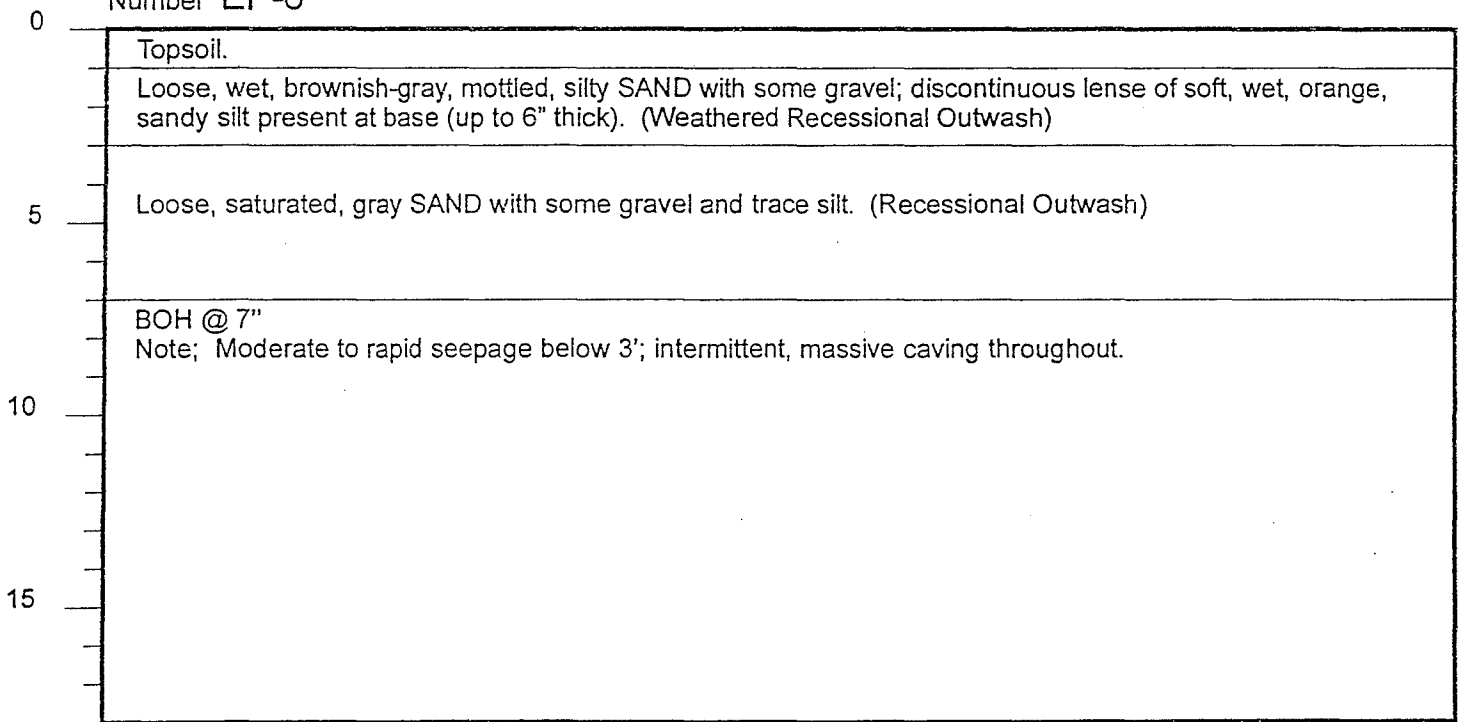
Brutus Associates Property
Marysville, Washington
Project No. KE98566G
December 1998

EXPLORATION PIT LOG

Number EP-5



Number EP-6



Subsurface conditions depicted represent our observation at the time and location of this exploratory hole, modified by geologic interpretation, engineering analysis, and judgment. They are not necessarily representative of other times and locations. We will not accept responsibility for the use or interpretation by others of information presented on this log.

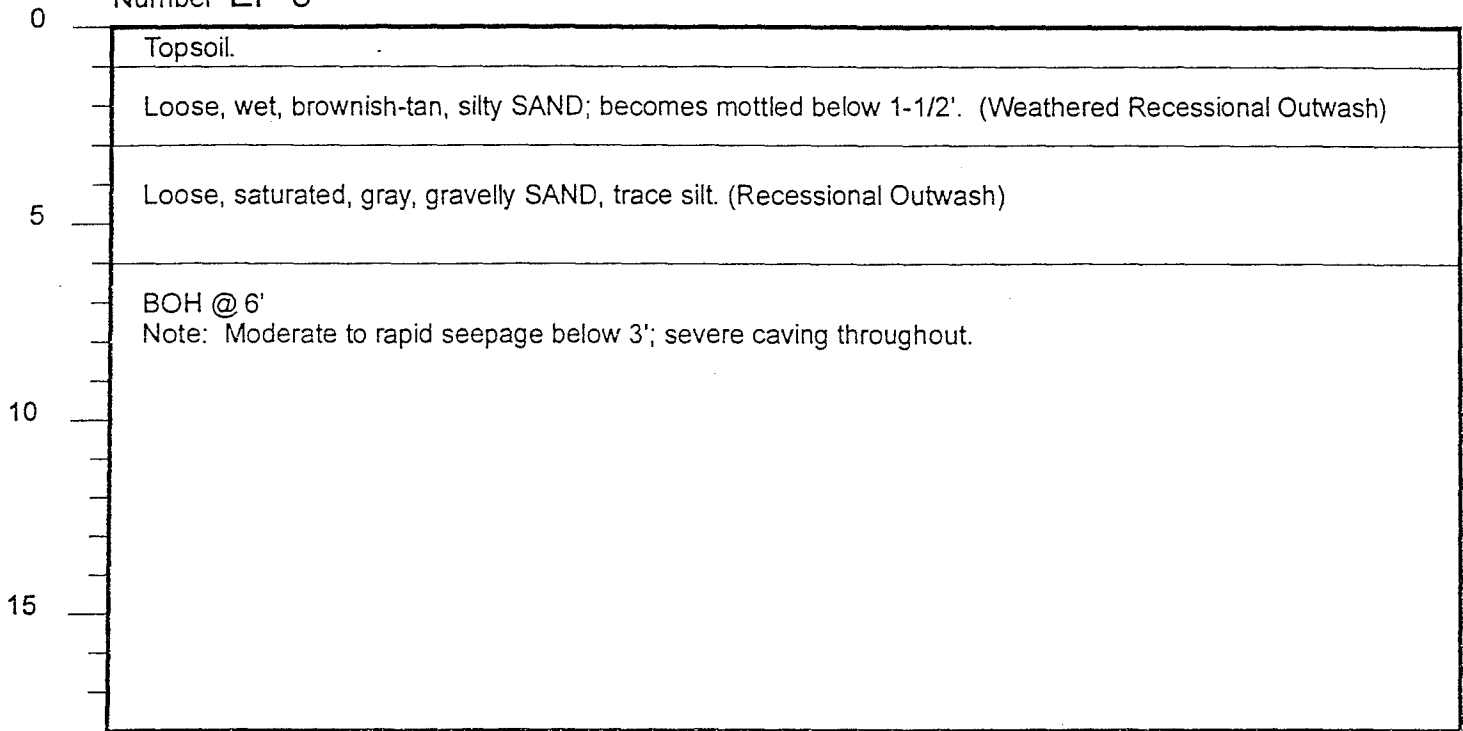
Reviewed By

Associated Earth Sciences, Inc.
911 Fifth Avenue, Suite 100
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Phone: 425-827-7701
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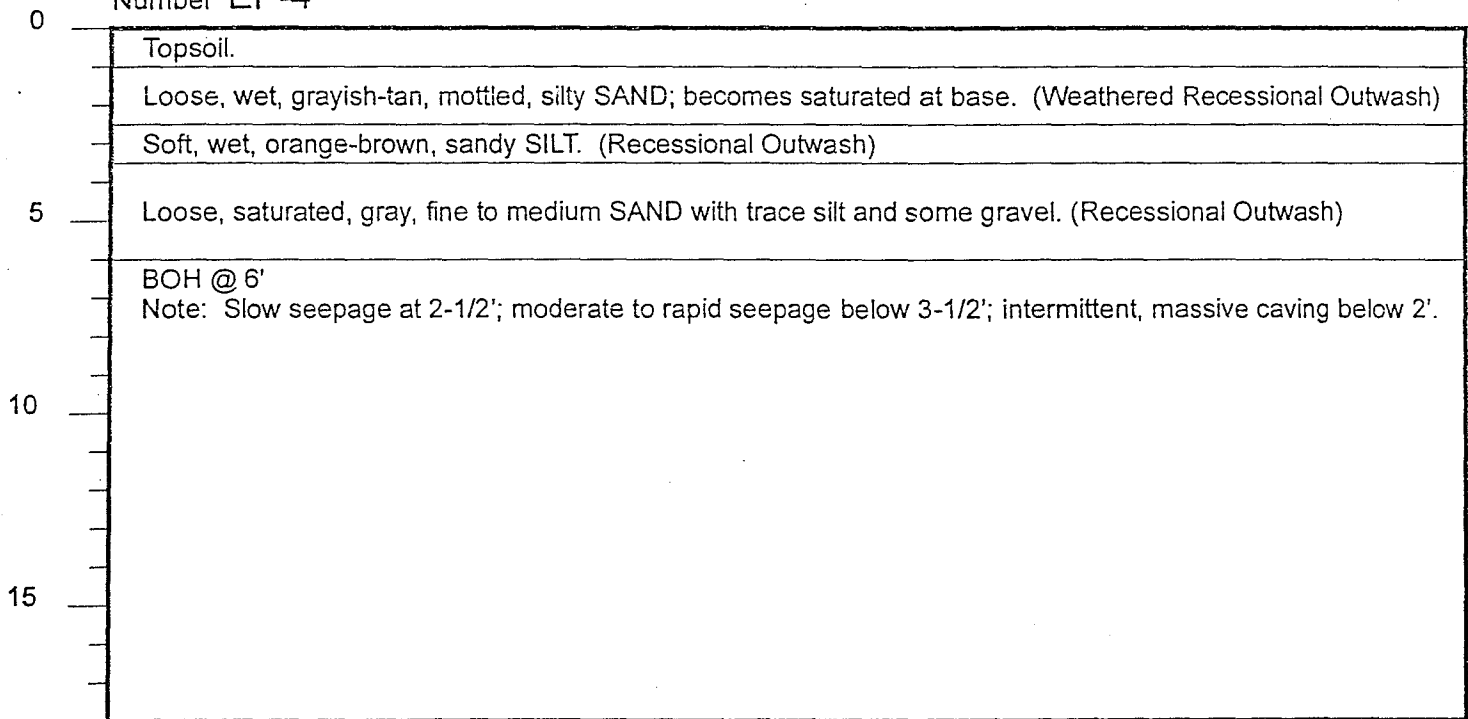
Brutus Associates Property
Marysville, Washington
Project No. KE98566G
December 1998

EXPLORATION PIT LOG

Number EP-3



Number EP-4



Subsurface conditions depicted represent our observation at the time and location of this exploratory hole, modified by geologic interpretation, engineering analysis, and judgment. They are not necessarily representative of other times and locations. We will not accept responsibility for the use or interpretation by others of information presented on this log.

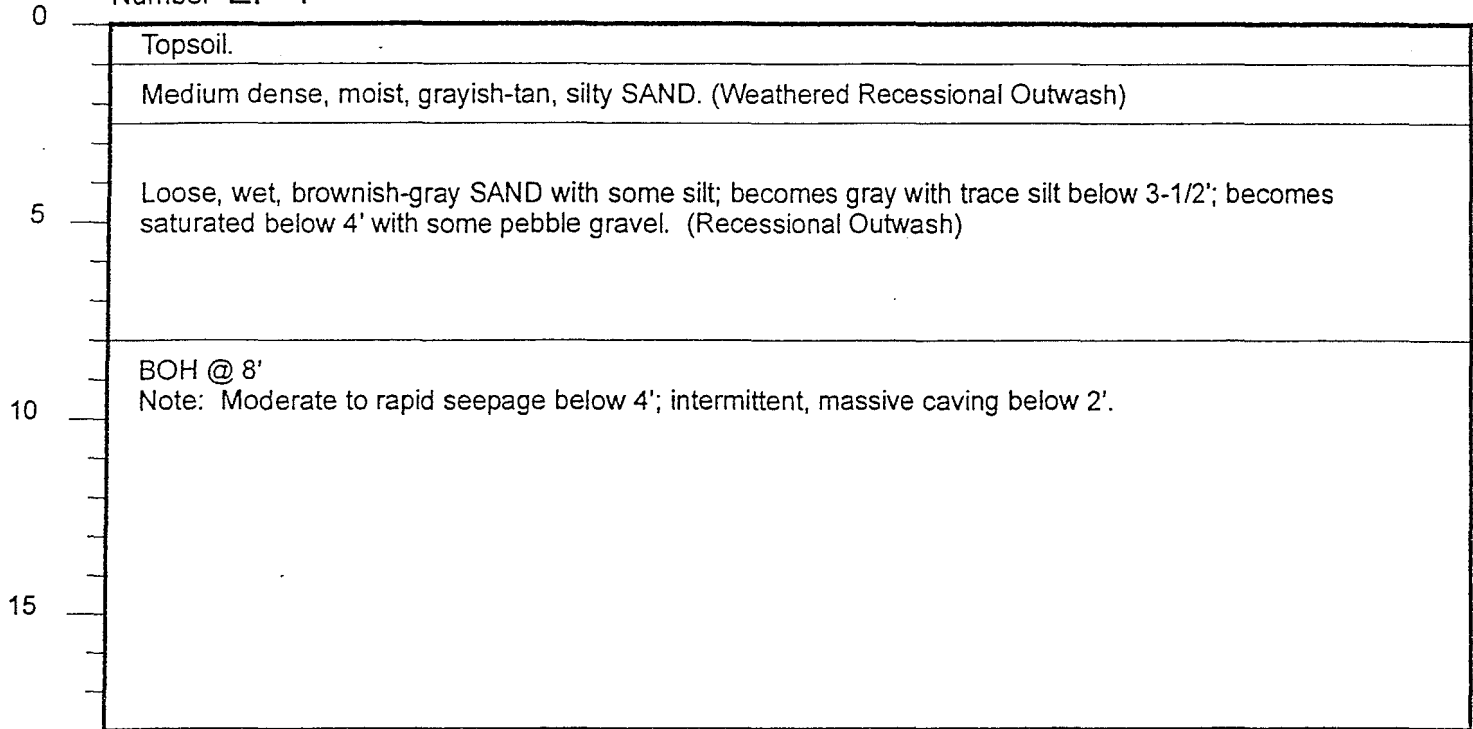
Reviewed By

Associated Earth Sciences, Inc.
911 Fifth Avenue, Suite 100
Kirkland, Washington 98033
Phone: 425-827-7701
Fax: 425-827-5424

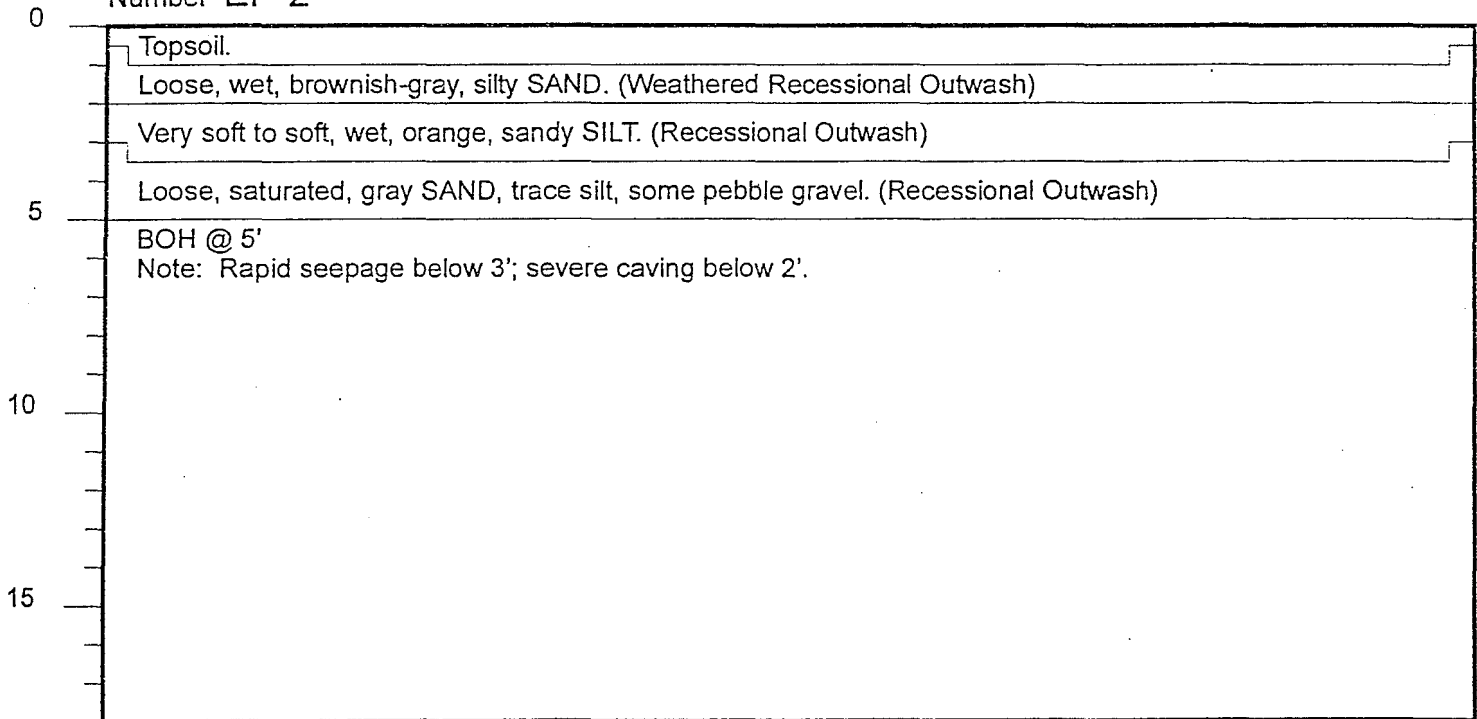
Brutus Associates Property
Marysville, Washington
Project No. KE98566G
December 1998

EXPLORATION PIT LOG

Number EP-1



Number EP-2



Subsurface conditions depicted represent our observation at the time and location of this exploratory hole, modified by geologic interpretation, engineering analysis, and judgment. They are not necessarily representative of other times and locations. We will not accept responsibility for the use or interpretation by others of information presented on this log.

Reviewed By

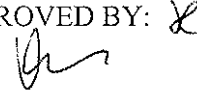
Associated Earth Sciences, Inc.
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Kirkland, Washington 98033
Phone: 425-827-7701
Fax: 425-827-5424

Brutus Associates Property
Marysville, Washington
Project No. KE98566G
December 1998

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: **January 11, 2009**

AGENDA ITEM: WSDOT SR 529 Bridge – Local Agency Haul Road/Detour Agreement	AGENDA SECTION: New Business	
PREPARED BY: John A. Cowling, PE, Assistant City Engineer	APPROVED BY: 	
ATTACHMENTS: <ul style="list-style-type: none"> • Local Agency Agreement • Haul Road Map 		
	MAYOR	CAO
BUDGET CODE: <p align="center">N/A</p>	AMOUNT: <p align="center">N/A</p>	

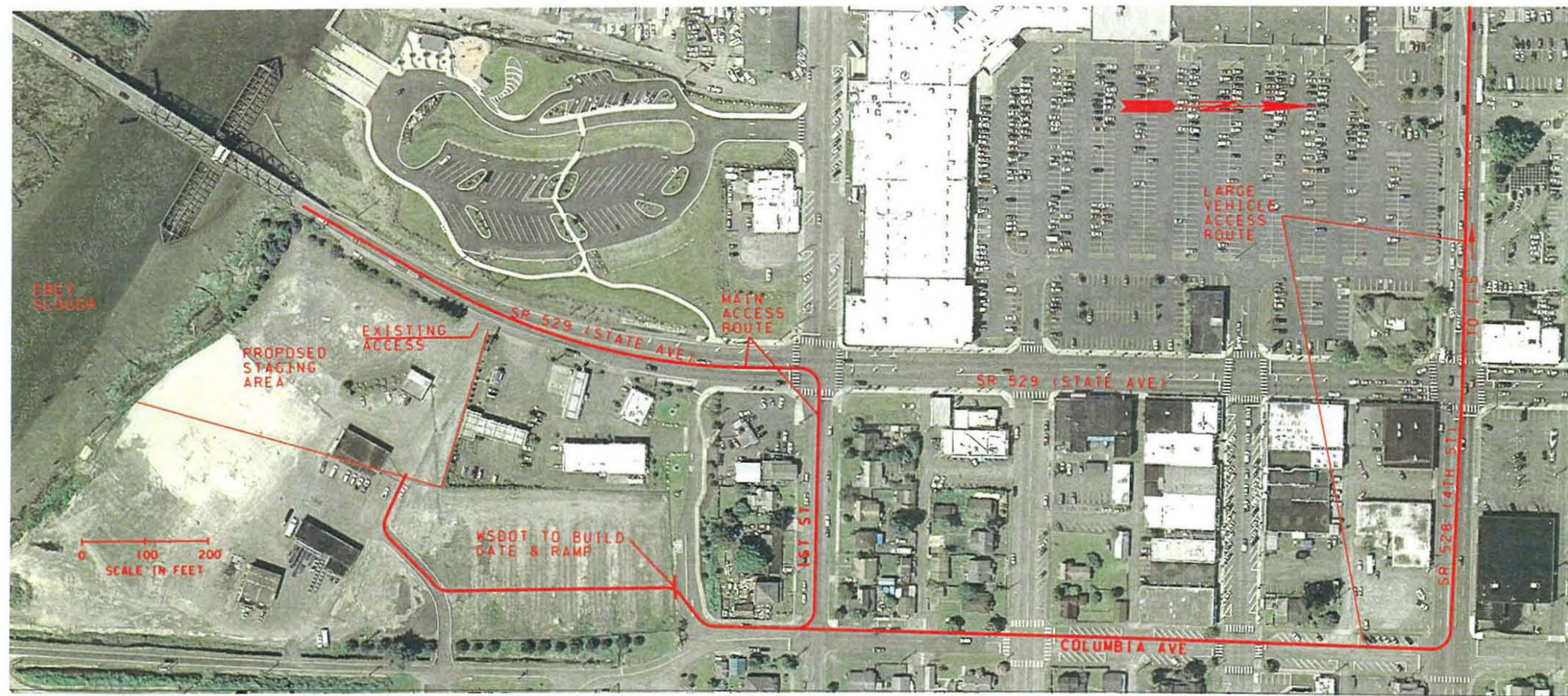
DESCRIPTION:

Washington State Department of Transportation intends to replace the SR 529 Bridge over Ebey Slough commencing in 2010. To accommodate this construction, WSDOT needs access for construction vehicles across City owned property (former Interfor site). City staff worked with WSDOT to define the proposed route for both regular construction access and large vehicle access.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign the Local Agency Haul Road/Detour Agreement with WSDOT for the SR 529 Bridge Replacement project.

COUNCIL ACTION:



HRD 1-0396
SR 529, Ebey Slough Bridge Replacement
Haul Road Agreement
City of Marysville



<p align="center">Local Agency Haul Road/Detour Agreement</p>		Organization and Address City of Marysville 1049 State Avenue Marysville, WA 98270	
		Agreement Number HRD 1-0396	
State Route Number 529		Section / Location SR 529, Ebey Slough Bridge Replacement	
Control Section Number 3103		Description of Roads or Streets City Streets - Columbia Avenue, 1st Street	
Region Northwest Region		Intended Use (Haul Road or Detour Road) Haul Road	
Vehicle Restrictions n/a		SR 529 (State Street), SR 528 (4th Street)	

THIS AGREEMENT, made and entered into this _____ day of _____, between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, (hereinafter the "STATE") and the above named organization, (hereinafter the "LOCAL AGENCY").

WHEREAS, the STATE is planning the construction or improvement of a section of state highway as shown above, and

WHEREAS, in the construction of the project it is planned to use, for the purpose noted above, those LOCAL AGENCY roads or streets described above and as further detailed in red on the attached Exhibit "A", and

WHEREAS, it is anticipated that as a result of the use of these roads or streets, additional maintenance expense may be incurred by the LOCAL AGENCY.

NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I

The LOCAL AGENCY hereby agrees to the STATE's use of the roads or streets covered by this AGREEMENT subject to the conditions contained herein.

II

Immediately prior to the beginning of the STATE's use of the above described roads or streets, the parties to this AGREEMENT shall make a joint condition inspection and the STATE shall prepare a memorandum record of the condition of said roads or streets. The memorandum record shall include a statement of the extent and frequency of routine maintenance operations normally carried out by the LOCAL AGENCY on said roads or streets and may include photographs showing condition of the existing roadway.

III

The STATE agrees to reimburse the LOCAL AGENCY for the cost of additional routine maintenance and repairs, operations in excess of those enumerated in the record made under the provisions of Section II, made necessary by the STATE's project. The reimbursement for such additional routine maintenance and repairs shall be limited to the actual cost of such operations supported by proper records. Such costs are to be exclusive of all administrative and overhead costs and all charges for small tools.

IV

Upon completion of use of the roads or streets covered by this AGREEMENT, a joint inspection shall be made by the parties to determine the condition of said roads or streets. All maintenance and/or repairs shall be based upon the conditions of these roads or streets at the time of this completion inspection, taking into account the memorandum record made under Section II.

V

It is expressly understood that the STATE shall be responsible only for that extra maintenance and repairs of the LOCAL AGENCY's roads or streets occasioned by the project use. In the event of a dispute over the terms of this AGREEMENT and/or the extent of maintenance or repair work required to be performed, the dispute shall be submitted to the Secretary of Transportation for determination. In determining this responsibility the Secretary shall give consideration to the memorandum record provided for in Section II. The conclusions of the Secretary as to the extent and amount of such maintenance shall be final and conclusive as to all parties to this AGREEMENT.

VI

The LOCAL AGENCY agrees not to restrict below legal limits the size, weight, or speed of vehicles using the roads or streets covered by this AGREEMENT except as stated above under Vehicle Restrictions.

VII

No liability shall attach to the STATE or the LOCAL AGENCY by reason of entering into this AGREEMENT except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

LOCAL AGENCY

**STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION**

By _____

By _____

Title _____

Title _____

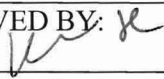
Date _____

Date _____

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: January 11, 2009

AGENDA ITEM: Project Acceptance: Jones Creek Flood Damage Repairs Project	AGENDA SECTION:	
PREPARED BY: Kari Chennault, Program Engineer – Surface Water	APPROVED BY: 	
ATTACHMENTS: <ul style="list-style-type: none"> • Letter of Physical Completion • Project vicinity map • Change Order No. 1 		
	MAYOR	CAO
BUDGET CODE: 40250594.563000 D0902	AMOUNT: N/A	

DESCRIPTION:

The City Council awarded the “Jones Creek Flood Damage Repairs Project” contract to SRV Construction, Inc. on July 27, 2009 in the amount of \$177,773.37 (w/ tax). City Council authorized a management reserve of \$25,000 with a total authorization of \$202,773.37 (w/ tax).

SRV Construction physically completed the work for this project on November 19, 2009. The project contract work was completed at a total cost of \$299,056.47 (w/ tax) which includes Change Order No. 1 in the amount of \$111,678.73 and is attached to this agenda bill.

The work performed under this Contract was inspected by City Engineering staff and found to be physically complete in accordance with the approved plans and specifications. Staff recommends Council’s acceptance of the project for closeout.

RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to accept the Jones Creek Flood Damage Repairs Project, starting the 45-day lien filing period for project closeout and authorize Change Order No. 1.
COUNCIL ACTION:



PUBLIC WORKS
Kevin M. Nielsen, *Director*

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

November 25, 2009

John Snyder
SRV Construction, Inc.
P.O. Box 481
Oak Harbor, WA 98277

RE: Jones Creek Flood Damage Repairs Project – Notice of Physical Completion

Dear John:

In accordance with Section 1-05.11 of the WSDOT Standard Specifications, this project was considered physically complete as of November 19, 2009. This notification does not constitute completion, or final acceptance by the City.

Final acceptance can only be given by City Council. Recommendations for final acceptance are expected to be sent to the City Council for approval at their January 11, 2010 meeting.

This date of final acceptance shall start the forty-five (45) day lien period for the release of your retainage bond pending the City has received the following:

1. Certificate of Release from the Department of Revenue
2. Certificate of Release from the Employment Security Department
3. Certificate of Release from the Department of Labor and Industries (new for 2009)
4. Statement of Intent to Pay Prevailing Wages (including all subcontractors)
5. Affidavits of Wages Paid (including all subcontractors)

The City appreciates your cooperation in completing the remaining items of this project and working towards closing it out.

Sincerely,

A handwritten signature in purple ink that reads "Kari Chennault".

Kari Chennault
City of Marysville
Program Engineer – Surface Water



59TH DR NE

AST

5 3 1

60TH DR NE

61ST DR NE

SUNNYSIDE BLVD

58TH ST NE

59TH ST NE

63RD AVE NE

53RD PL NE

60TH PL NE

56TH PL NE

64TH AVE NE

55TH PL NE

65TH AVE NE

57TH PL NE

65TH DR NE

58TH ST NE

61ST ST NE

66TH AVE NE

67TH AVE NE

57TH ST NE

59TH ST NE

58TH ST NE

61ST ST NE

55TH ST NE

54TH ST NE

Jones Creek Flood Damage Repairs Project

- streams
- parcels
- project area

0 125 250 Feet

**CITY OF MARYSVILLE
PUBLIC WORKS DEPARTMENT**

**CONTRACT CHANGE ORDER
No. 1**

Date: 12/9/09

Project: Jones Creek Flood Damage Repairs
Project

Job No.: D0302

Job Location: 61st Street and 67th Ave NE

Owner: City of Marysville

To: (Contractor) SRV Construction, Inc.

YOU ARE HEREBY INSTRUCTED TO:

Make changes in plans and specifications
as noted below

Perform extra work as noted below

Execute work as noted below

Delete work as noted below

Restore areas as noted below

DESCRIPTION AND/OR SKETCH	QTY	UNIT	UNIT PRICE	TOTAL
---------------------------	-----	------	------------	-------

You are ordered to perform the following described work upon receipt of an approved copy of the change order:

1) The following items shall be added to the contract. These costs shall be full payment for all materials, labor, and equipment necessary to perform the work described herein. Payment for the work and materials will be made under the new bid item 37 – Change Order #1.

Installation of stabilization sheeting from the access easement east - \$24,800.00

The sheeting is necessary to allow the equipment to track through the saturated project site. This cost includes the mobilization, demobilization and cleaning of 22 sheets as well the equipment and labor costs to place and remove them.

Installation of quarried rock - \$30,792.00

“Two man” quarried rock needs to be placed along the channel banks to stabilize the bank to not allow damage to private property.

Added additional pumps – \$3,928.02

Water was found by contractor to be overflowing the constructed berm and contractor added two additional pumps.

Set up, removal and fueling of emergency bypass system – \$6,547.29

An emergency bypass system was needed to control the water running through the construction site.

Saturated material haul – \$21,875.99

Construction material saturated by berm overflow was hauled and trucked.

Generator and pump installation – \$10,017.49

Contractor installed a generator and pump for current stream bypass system.

Erosion control – \$314.24

Additional erosion control due to berm overtopping and construction site being saturated.

Additional pumping – \$2,217.00

Additional pumping was required to remove the standing water from the construction site caused by the overtopping of the berm.

2) There were quantity overruns and underruns on specific bid items. The net bid item increase was \$11,186.70.

**CITY OF MARYSVILLE
PUBLIC WORKS DEPARTMENT**

Revised Addition to Bid Schedule

Item No.	Bid Item Description	Unit	Plan Qty.	Unit Price	Extended Amount
1	37 (new) Additional Required Work	LS	1	\$100,492.03	\$100,492.03
2	Quantity overruns and underruns	Varies	1	\$11,186.70	\$11,186.70

All work, materials, and measurement to be in accordance with the provisions of the Standard Specifications and Special Provisions for the type of construction involved.

ORIGINAL CONTRACT AMOUNT \$ 163,695.55 (w/o tax)	CONTRACT TOTAL AFTER CHANGE \$ 275,374.28 (w/o tax)	PERCENT CHANGE THIS ORDER 68%	TOTAL PERCENT CHANGE 68%
---	--	--------------------------------------	---------------------------------

The negotiated price for all items specified herein includes all labor, materials, tools, and equipment to complete the work as well as any costs arising from cumulative delays and/or production impacts associated with the work.

CONTRACT COMPLETION TIME:

Same (increase/decrease) calendar days

RECOMMENDED FOR APPROVAL BY: Kahennereet DATE: 12/15/09
(Engineer)

APPROVAL BY: [Signature] DATE: 12/16/09
(Public Works Director)

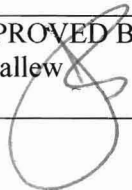
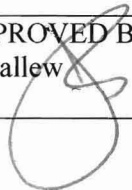
APPROVAL BY: [Signature] DATE: 12/18/09
(Finance Director)

ENDORSED BY: [Signature] DATE: 12/19/09
(Contractor's Signature)

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: January 11, 2010

AGENDA ITEM: Contract for Use of Park Property for Gehl Home and Miscellaneous Historical Displays with Marysville Historical Society	AGENDA SECTION:	
PREPARED BY: Jim Ballew- Director of Parks and Recreation	APPROVED BY: J. Ballew 	
ATTACHMENTS: Contract		
BUDGET CODE:	AMOUNT:	

DESCRIPTION:

Staff has developed a Contract for use of Park Property for the Gehl Home and Miscellaneous Historical Displays with the Marysville Historical Society. This agreement provides licensed use of Jennings Memorial Park to operate and maintain displays of equipment and the Gehl Home within the City's Park facility.

The term of the a Contract for use of Park Property for the Gehl Home and Miscellaneous Historical Displays would commence upon authorization by the City Council and shall continue by mutual consent of the City and Historical Society.

RECOMMENDED ACTION: Staff recommends the City Council authorize the Mayor to sign the Contract for use of Park Property for the Gehl Home and Miscellaneous Historical Displays within Jennings Memorial Park.
COUNCIL ACTION:

**AGREEMENT BETWEEN CITY OF MARYSVILLE AND
MARYSVILLE HISTORICAL SOCIETY
FOR SOCIETY USE OF
JENNINGS PARK PROPERTY FOR GEHL HOME AND
MISCELLANEOUS HISTORICAL DISPLAYS
AND FOR CITY USE OF
SOCIETY PROPERTY FOR EASTER EGG HUNT AND MISCELLANEOUS EVENTS.**

THIS AGREEMENT is entered into by and between the CITY OF MARYSVILLE, A Washington Municipal Corporation hereinafter referred to as "CITY," and MARYSVILLE HISTORICAL SOCIETY, a Washington Nonprofit Corporation hereinafter referred to as "SOCIETY".

RECITALS:

WHEREAS, the SOCIETY is the owner of a wood cabin named the Gehl Home and Steam Donkey Display and other miscellaneous items of historical significance, which have been located on the CITY'S Jennings Memorial Park by prior Agreement between the parties for many years; and

WHEREAS, the SOCIETY desires to continue to locate and maintain the Gehl Home and Steam Donkey Display and other miscellaneous items of historical significance for the purpose of operating the same as a historical exhibit on the CITY'S Jennings Memorial Park; and

WHEREAS, the CITY has been authorized by the SOCIETY for many years to host Miscellaneous Events including the Easter Egg Hunt on the SOCIETY'S property adjacent to the CITY'S Jennings Memorial Park; and

WHEREAS, the parties desire to enter into this Agreement for the purpose of specifying their respective rights and obligations with respect to said Gehl Home, Steam Donkey Display, and other historical exhibits and miscellaneous attractions and events at the CITY'S Jennings Memorial Park and the SOCIETY'S property adjacent to the CITY'S Jennings Memorial Park;

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

1. OWNERSHIP:

A. The SOCIETY shall retain ownership of its adjacent property, the Gehl Home wood cabin, steam donkey, outhouse and miscellaneous historical and supporting equipment, throughout the term of this Agreement, and the same shall not be construed as assets or liabilities of the CITY.

B. The CITY shall retain ownership of Jennings Memorial Park, and it shall not be construed as an asset or liability of the SOCIETY.

2. SOCIETY USE OF JENNINGS MEMORIAL PARK:

The CITY hereby agrees to allow the SOCIETY to operate and maintain the Gehl Home as a Museum/historical exhibit within Jennings Memorial Park and to reconstruct, operate and maintain the relevant equipment at said location for the term of this Agreement. The SOCIETY is allowed to utilize the specified area(s) within the geographic boundaries of Jennings Memorial Park as set forth **Exhibit "A"**.

3. UTILITIES:

A. Electricity:

Presently the CITY provides the electricity to the Gehl Home and Exhibits; however, if the electric costs increase the CITY may choose to have an electrical meter installed to monitor electrical use. The CITY may provide notice to the SOCIETY as provided in paragraph 14, to require payment of electric costs generated by the SOCIETY'S use.

B. Water/sewer:

Presently there is no water/sewer connection to the Gehl Home and Exhibits. The SOCIETY may use park water for irrigation purposes only; any additional use of CITY water must be negotiated and agreed by the parties. The SOCIETY must follow all CITY water restrictions if imposed. Increased use or additional connections must be by written Agreement of the CITY.

4. MAINTENANCE AND CONSTRUCTION COSTS:

A. The SOCIETY shall be solely responsible for all maintenance and construction costs associated with maintaining the Gehl Home wood cabin, steam donkey, outhouse and miscellaneous historical and supporting equipment.

B. The SOCIETY shall be responsible for any permits and licenses associated herewith.

C. The SOCIETY shall be responsible for repairing any damage done to CITY property.

D. The SOCIETY shall be solely responsible for all expenses of operating and maintaining the Gehl Home Exhibit, Steam Donkey and other areas within the specific boundaries established in **Exhibit A** with exception of the park turf and irrigation system.

E. The CITY will maintain all turf up to garden areas surrounding the museum/historical exhibit.

F. The SOCIETY will be required to maintain fence lines or outdoor enclosures and keep free of weeds and or grasses in excess of 6" inches. Any use of chemicals, e.g. pesticides and herbicides must be approved in advance by the Parks and Recreation Department.

5. SECURITY:

The SOCIETY shall be solely responsible for security of the Gehl Home and miscellaneous exhibits, equipment and fixtures located within the approved area of **Exhibit A**. The CITY may require that fencing or temporary or permanent barriers be installed at the expense of the SOCIETY to prevent public access to displays that may be harmful or dangerous if accessible by the general public.

6. PARKING AND VEHICULAR ACCESS:

No parking facilities will be built or utilized at or near the approved areas of **Exhibit A** by the SOCIETY. A paved roadway may be utilized by the SOCIETY upon approval from Parks and Recreation Department to support operating requirements of the Gehl Home. Any SOCIETY vehicle or SOCIETY Volunteer's vehicle must have auto insurance as set forth in Paragraph 18 of this Agreement.

7. GEHL HOME / EXHIBIT OPERATION SCHEDULE:

The SOCIETY in recognition of this Agreement shall maintain and operate the Gehl Home as a community museum/historical exhibit.

A. The SOCIETY shall maintain and operate the Gehl Home Exhibit on a year round schedule to maximum extent possible.

B. The SOCIETY agrees to operate the Gehl Home Exhibit each weekend commencing on a schedule which includes at a minimum opening the last weekend in May or earlier and concluding the first weekend in September or longer. The Gehl Home Exhibit shall be open both Saturdays and Sundays and Holidays, unless in-climate weather supports closure for public safety concerns. The Exhibit shall be open a minimum of four (4) hours per day. Schedules shall be posted for display on the face of the Gehl Home for public information.

8. EXHIBIT EVENT(S):

Any additional SOCIETY scheduled events or special tours conducted on in, or around the Gehl Home/Museum/Historic Exhibit must be approved in advance by the CITY Parks and Recreation Department due to the many uses scheduled within Jennings Memorial Park.

9. FREE ADMISSION:

Admission to the Gehl Home Historic Exhibit area shall remain free to the public. The SOCIETY may not charge an admission fee(s) or payment for any public use(s) of the facility as a static exhibit. In accordance with RCW 4.24.200-.210, any event(s) requiring an admission fee or charge to participate are prohibited unless authorized by the CITY Parks and Recreation Department.

10. PRIVATE FUNCTIONS:

The SOCIETY is prohibited from renting or leasing the facilities described as the Gehl Home Historic Exhibit area for private functions without authorization from the CITY.

11. CITY EVENT(S):

The SOCIETY Agrees to allow the City to use of the SOCIETY'S property adjacent to the CITY'S Jennings Memorial Park for the purpose of hosting CITY community events, including but not limited to the annual community Easter Egg Hunt as scheduled by the CITY. The City shall give notice of any proposed event 30 days in advance. Said property is contiguous on the western boundary west of Jennings Memorial Park, as identified in **Exhibit A**.

12. SOCIETY EVENTS – ACCESS THROUGH JENNINGS MEMORIAL PARK:

In the event the SOCIETY hosts any activities open to the public on the adjacent SOCIETY property and requires access through Jennings Memorial Park, the SOCIETY shall notify the CITY Parks and Recreation Department in advance to avoid conflicts with other uses of Jennings Park Facilities.

13. PERMITS AND LICENSES:

The SOCIETY shall be licensed as required by the State of Washington, and shall have a City of Marysville Business License during the period of this Agreement.

14. DURATION/TERM OF AGREEMENT – TERMINATION – NOTICE:

A. DURATION – TERM OF AGREEMENT – TERMINATION:

1. The term of this revised Agreement shall be for one (1) year commencing on November 1, 2009 and shall automatically renew for additional one-year periods of time unless 6 months written notice of Termination is given by either party.

2. Upon termination of this Agreement, SOCIETY agrees to remove the Gehl Home and Steam Donkey Display and other miscellaneous items owned by the SOCIETY located on public property in the City's Jennings Memorial Park at its sole cost and further agrees to deliver and return to the CITY any and all equipment and materials belonging to the CITY in the custody of the SOCIETY.

B. NOTICES:

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

CITY OF MARYSVILLE
Parks and Recreation Director
1049 State Avenue
Marysville, WA 98270

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

President
PO Box 41
Marysville, WA 98270

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.

15. MODIFICATION:

This Agreement contains all the understandings between the parties and is intended to operate as such and may only be modified in writing signed by both parties hereto.

16. INDEPENDENT CONTRACTOR – EMPLOYEES/VOLUNTEERS:

A. SOCIETY is and shall be considered an independent contractor. All persons performing SOCIETY services under this Agreement shall be employees or volunteers of SOCIETY and are not employees or volunteers of CITY. No employees or volunteers of SOCIETY are entitled to any benefits to which City employees are entitled. Furthermore, SOCIETY and its employees or volunteers are not CITY agents.

Any and all employees or volunteers of the SOCIETY, while engaged in the performance of any services under this Agreement, shall be considered employees or volunteers of the SOCIETY 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 or volunteers, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the SOCIETY or its employees or volunteers while so engaged in any of the work or services provided herein, shall be the sole obligation of the SOCIETY.

The CITY shall not be responsible for withholding or deduction of federal income tax, social security, for contributing to the state industrial insurance program, or for otherwise assuming the duties of an employer with respect to SOCIETY or any employee or volunteer of the SOCIETY.

B. CITY is and shall be considered an independent contractor. All persons performing CITY services under this Agreement shall be employees or volunteers of CITY and are not employees or volunteers of SOCIETY. No employees or volunteers of CITY are entitled to any benefits to which SOCIETY employees are entitled. Furthermore, CITY and its employees or volunteers are not SOCIETY agents.

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

The SOCIETY shall not be responsible for withholding or deduction of federal income tax, social security, for contributing to the state industrial insurance program, or for

otherwise assuming the duties of an employer with respect to CITY or any employee or volunteer of the CITY.

17. INDEMNIFICATION:

Regarding SOCIETY services, fixtures, equipment, functions, events and use, including and recognizing that some of the Society's exhibits, fixtures and equipment are historic and may contain mold, lead based paint, asbestos and other potentially toxic issues, the SOCIETY shall defend, indemnify and save the CITY and its elected officials, officers and employees harmless from any and all claims and risk and all losses, damages, demands, suits, judgments, and attorney fees or other expenses of any kind on account of injury to or death of any and all persons or on account of all property damage of any kind or loss use resulting therefrom, to any party arising out of, or in any manner connected with, the SOCIETY'S use of the CITY's property under this Agreement , or caused in whole or in part by reason of the presence of the SOCIETY, any subcontractors, or their property, employees or agents, upon or in proximity to the property of the CITY during performance of the operations, except only for those losses resulting from and to the extent of the negligence of the CITY with regard to activities under this Agreement .

Regarding CITY functions and events and the CITY's use of SOCIETY's adjacent property for CITY events per this Agreement , the CITY shall defend, indemnify and save the SOCIETY and its officials, officers and employees harmless from any and all claims and risk and all losses, damages, demands, suits, judgments, and attorney fees or other expenses of any kind on account of injury to or death of any and all persons, or on account of all property damage of any kind or loss of use resulting therefrom, to any party arising out of, or in any manner connected with, the CITY's use of the SOCIETY's property under this Agreement , or caused in whole or in part by reason of the presence of the CITY, any subcontractors, or their property, employees or agents, upon or in proximity to the property of the SOCIETY during performance of the operations, except only for those losses resulting from and to the extent of the negligence of the SOCIETY with regard to activities under this Agreement .

18. INSURANCE:

A. SOCIETY INSURANCE:

The SOCIETY shall obtain and keep in force during the term of this Agreement insurance in no less than the following amounts:

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. Property Damage Liability/Property Casualty. \$1,000,000 combined single limit per occurrence for bodily injury personal injury and property damage; \$2,000,000 general aggregate;

4. Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.

The CITY shall be specifically named as an insured in such policy or policies. A Certificate of Insurance, questionnaire and endorsement, as required by the CITY, shall be executed and delivered to the CITY at the time of execution of this contract.

Regarding SOCIETY equipment, functions, events and use per this Agreement, the SOCIETY insurance is Primary.

B. CITY INSURANCE:

The City is insured through Washington Cities Insurance Authority Pool.

Regarding CITY equipment, functions, events and the CITY'S use of SOCIETY'S adjacent property for CITY events per this Agreement, the CITY'S insurance is Primary.

C. VERIFICATION OF COVERAGE:

In signing this Agreement, the Parties are acknowledging and representing that required insurance is active and current.

19. LEGAL RELATIONS – 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, which may consist of mediation and/or arbitration.

The Parties shall comply with all federal, state and local laws and ordinances applicable to equipment/work/services to be done under this Agreement. 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. In the event of a dispute over any part or portion of this Agreement, the party prevailing upon its claim or claims shall also be awarded reasonable costs and reasonable attorney's fees.

20. NONWAIVER:

Waiver by the Parties of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

21. SEVERABILITY:

In the event any provision of this contract should become invalid or unenforceable, the rest of this Agreement shall remain in full force and effect.

22. NON-EXCLUSIVE AGREEMENT

The Parties agree that this is a non-exclusive Agreement for the services provided and utilized.

23. ASSIGNMENT

The Parties may not subcontract, transfer or assign the services under this Agreement without the written approval of the other Party.

24. AUTHORITY TO SIGN

The undersigned are authorized to execute this Agreement and bind their respective Parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

DATED: _____, 2009

CITY OF MARYSVILLE

MARYSVILLE HISTORICAL SOCIETY

By _____
Dennis L. Kendall, Mayor

By *Kenneth M. Cagg*
(Name and Title) *President*

Attest:

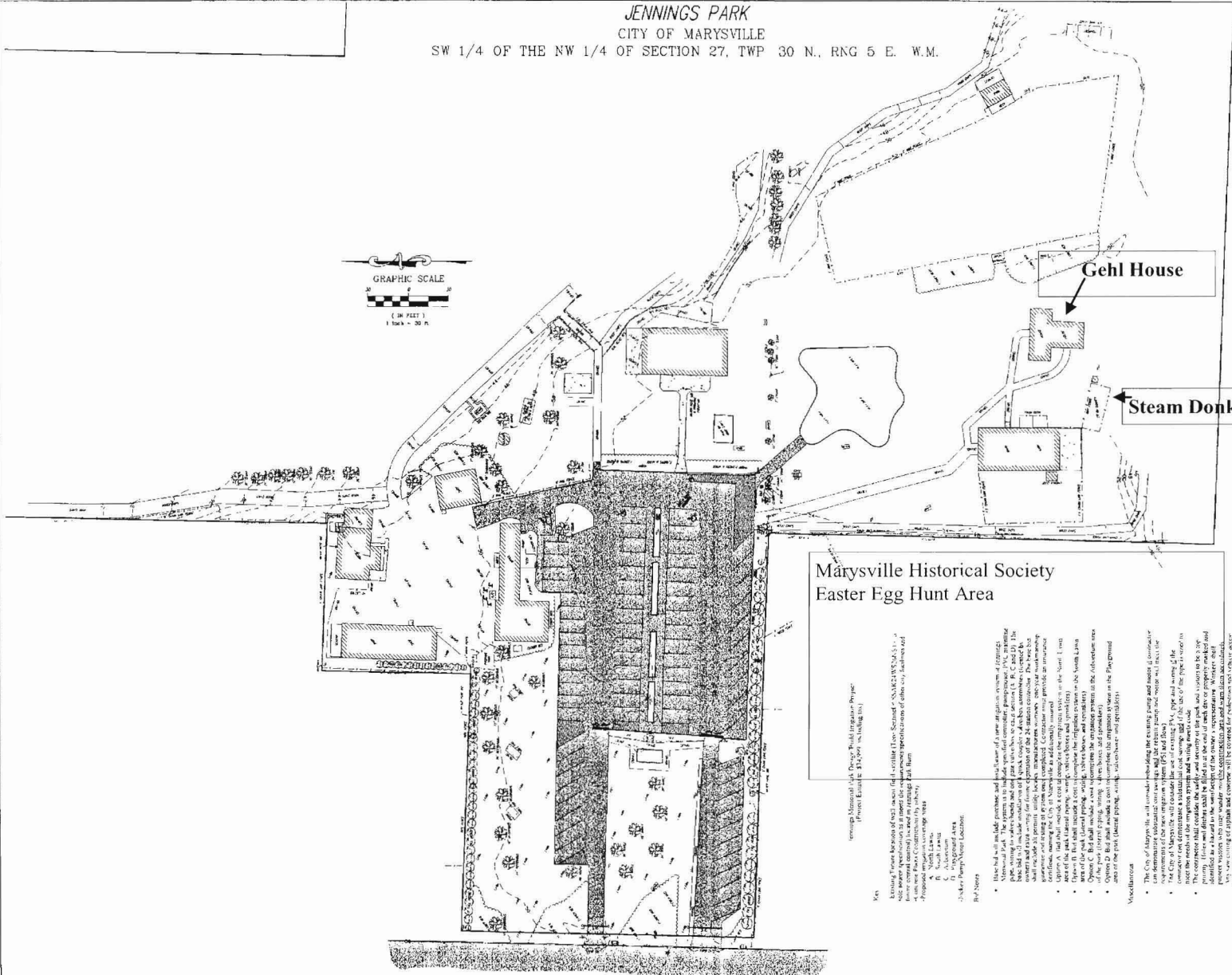
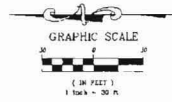
By _____
Tracy Jeffries, City Clerk

Approved as to form:

By _____
Grant K. Weed, City Attorney

EXHIBIT A

JENNINGS PARK
CITY OF MARYSVILLE
SW 1/4 OF THE NW 1/4 OF SECTION 27, TWP 30 N., RNG 5 E. W.M.



Marysville Historical Society
Easter Egg Hunt Area

- General Notes:
1. The City of Marysville is not responsible for the accuracy of the information provided in this plan.
2. The City of Marysville is not responsible for the accuracy of the information provided in this plan.
3. The City of Marysville is not responsible for the accuracy of the information provided in this plan.
4. The City of Marysville is not responsible for the accuracy of the information provided in this plan.
5. The City of Marysville is not responsible for the accuracy of the information provided in this plan.
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8. The City of Marysville is not responsible for the accuracy of the information provided in this plan.
9. The City of Marysville is not responsible for the accuracy of the information provided in this plan.
10. The City of Marysville is not responsible for the accuracy of the information provided in this plan.

date	revision/issued

JENNINGS PARK
CITY OF MARYSVILLE
DAVID R. DOWNING & ASSOCIATES
4229 - 76th ST. N.E. #202
MARYSVILLE, WASHINGTON 98270 PHONE: (360) 663-6385

dw by: KRD
ck by:
date: 08/13/04
job no: 04-081
SHEET NO.: 1
OF 1 SHTS.

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: January 11, 2010

AGENDA ITEM: Renewal of State of Washington Intergovernmental Cooperative Purchasing Agreement	AGENDA SECTION:	
PREPARED BY: Tonya Miranda, Business Office Supervisor	APPROVED BY: 	
ATTACHMENTS: State of Washington Intergovernmental Agreement for State Purchasing Cooperative	MAYOR	CAO
	AMOUNT: \$6,000 2-year membership fee	
BUDGET CODE: 50148058.549000		

DESCRIPTION:

The City of Marysville needs to sign an Intergovernmental Cooperative Purchasing Agreement with the State of Washington to renew our membership that allows the City to access contracts that the Office of State Procurement has bid. The City currently uses State contracts for the following goods and services:

- Janitorial service
- Janitorial supplies
- Office supplies
- Electrical supplies
- Vehicles and equipment
- Automotive parts

By using State contracts, the City is able to take advantage of bulk pricing, save time having to bid and manage our own contracts and this ultimately saves the City money.

The prior 2-year membership fee for the 1/1/08 to 12/31/09 agreement was \$4,000. The fee is based upon the City's annual operating expenditures, which have increased, causing the resulting increase to our membership fee.

RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to sign the State of Washington Intergovernmental Cooperative Purchasing Agreement
COUNCIL ACTION:

State of Washington
DEPARTMENT OF GENERAL ADMINISTRATION
Office of State Procurement

Rm. 201 General Administration Building, P.O. Box 41017 • Olympia, Washington 98504-1017 • 360-902-7400
<http://www.ga.wa.gov>

DATE: Nov 6, 2009
TO: State Purchasing Cooperative Members
FROM: Lauri Wilson, State Purchasing Cooperative Manager
SUBJECT: 2010/11 Membership

Thank you for being a valuable member of the State Purchasing Cooperative Program. The current membership expires on December 31, 2009, so we hope you choose to renew your membership.

We will continue to require a two-year membership when you join the state purchasing cooperative program. This allows us to maintain the current fees, which haven't gone up since 1995. This time around we have simplified the process of determining your participation fee. We have included it in the attached inter-local agreement (ILA).

To determine your participation fee, we used publicly reported information from the following sources: Office of Superintendent of Public Instruction (OSPI) for school districts, State Auditor's Office (SAO) for those audited by the SAO, or audited financial reports for non-profit organizations. This is the same data and sources that we've used in the past. The difference is that you don't have to determine your fee; we've done it for you.

The ILA is your invoice if you desire to pay it in full. Or the Office of State Procurement (OSP) will issue **quarterly invoices** for remittance due and payable within 30 days of receipt or due date shown on invoice whichever is sooner. Please complete the ILA and return two copies with **original signatures**, by December 31, 2009 to:

State of Washington
OSP PAF-Non/Prof Fund: 422 04 20 000214
Room 303 General Administration Bldg.
P.O. Box 41008
Olympia, WA 98504-1008

If you are a non-profit entity, please also include:

- 1) Documentation of recent public funding
- 2) Your **501(c)3** IRS approval

One original ILA will be returned to you once approved and signed by the Department.

If you **do not want to participate** in the 2010/2011 membership term, your organization **must not use** any contracts after December 31, 2009 or your organization is responsible for the entire two-year fee.

It has never been a better time to be a purchasing cooperative member. By utilizing the provided contracts you will get substantial savings on goods and services and save time on the purchasing process, so you can focus on your other work.

Government members have access to more than 300 contracts. Non-profit members have access to more than 190 contracts. The state purchasing cooperative program has more than 650 members.

For more information about the two-year membership fee, contact Lauri Wilson at 360-902-7415 or lauri.wilson@ga.wa.gov

For more information about the state purchasing cooperative program, go to: <http://www.ga.wa.gov/PCA/spc.htm>



State of Washington
DEPARTMENT OF GENERAL ADMINISTRATION
Office of State Procurement
Rm. 201 General Administration Building, P.O. Box 41017
Olympia, Washington 98504-1017
(360) 902-7400 <http://www.ga.wa.gov>

**STATE OF WASHINGTON
INTERGOVERNMENTAL
AGREEMENT FOR
STATE PURCHASING COOPERATIVE**

Pursuant to Chapter 43.19 RCW, Chapter 39.34 RCW and WAC 236-49-060, the State of Washington, Department of General Administration, Office of State Procurement, ("Office of State Procurement" or "OSP"), and **City of Marysville** ("Cooperative Member") agree to enter into this Intergovernmental Agreement ("Agreement"), for the purpose of the Cooperative Member participating in the State Purchasing Cooperative Program ("Cooperative") under the following terms and conditions:

- 1) Washington State political subdivisions (e.g. local governments and school districts) and public benefit nonprofit corporations are eligible for membership in the Cooperative and must be subject to audit by Washington State Auditor's Office (SAO). Offices, departments, divisions, or other sub-units ("subdivisions") within Washington State political subdivisions and public benefit nonprofit corporations may join the Cooperative. However, the subdivision's membership fee will be assessed at the rate of the associated Washington State political subdivision or public benefit nonprofit corporations. Washington state agencies and their subdivisions are automatically Cooperative Members and do not need to apply for membership or pay a membership fee.
- 2) The Office of State Procurement is required to recover the costs of administering the State Purchasing Cooperative Program from Cooperative Members. The Membership Fee Schedule below sets forth the fee structure for Cooperative Members, which are not Washington State agencies. The Membership Fee Schedule is based on the Cooperative Member's total expenditures, less debt service and inter-fund transfers, as reported in the Cooperative Member's last audited financial statement.
- 3) The term of this Agreement and Cooperative membership is January 1, 2010 through December 31, 2011. This Agreement may be canceled in writing by either party. However; if the Cooperative Member has used state contracts during the current membership period; the Cooperative Member remains liable to pay any unpaid balance of the membership fee for the entire term. Fees are not based on the level of contract usage. Refunds will not be given to members due to lack of contract usage.
- 4) The Office of the Superintendent of Public Instruction (OSPI) financial reporting information will be used to verify fee amounts for public school districts, and Educational Service Districts. (ESD's).
- 5) Any Cooperative Member not reported in the OSPI or State Auditor's financial reporting information, must submit a copy of its most recent audited financial statements to OSP upon request. When a Cooperative Member does not have audited financial statements, the Cooperative Member shall provide internal budgets or financial statements. Once membership fees are verified through such authoritative sources, OSP will issue **quarterly invoices** for remittance due and payable within 30 days of receipt or due date shown on invoice whichever is sooner. After initial verification and at the beginning of each calendar quarter thereafter, invoices will be sent via electronic mail to the contact listed below.
- 6) This executed Agreement entitles the Cooperative Member access to state contracts for goods and services as viewed on www.ga.wa.gov. Cooperative Members may only access Western States Contracting Alliance (WSCA) contracts where Washington is the lead state, or has a signed a participating addendum (PA). Cooperative Members are not authorized to enter into separate WSCA participating addenda with vendors. Cooperative Members are also entitled to use Oregon Purchasing Contracts,

- 7) If a Washington State political subdivision or public benefit nonprofit corporation or a subdivision thereof that is not a current Cooperative Member is found to have used a state contract, WSCA contract, or Oregon Purchasing Contract; that Washington State political subdivision or public benefit nonprofit corporation shall be liable for payment of a full year membership fee. Failure to pay such fee may be reported to the State Auditor's Office and result in audit findings against the entity.
- 8) The Office of State Procurement, in contracting on behalf of the State of Washington for the purchase of goods and services according to the laws and regulations governing such purchases, agrees to also contract on behalf of the Cooperative Member, to the extent permitted by law. The Cooperative Member accepts responsibility for compliance with any additional laws and regulations applicable to the Cooperative Member.
- 9) The Office of State Procurement agrees to comply with its statutory requirements regarding notice for bids or proposals for goods or services subject to this Agreement, and will either: a) post the bid or solicitation notice on a web site established and maintained by OSP for the purposes of posting public notice of bid or proposal solicitations, or b) provide an access link on the State of Washington's web portal to the notice.
- 10) When the Office of the State Procurement has entered into a contractual agreement for the purchase of goods or services on behalf of Cooperative Member, the Cooperative Member may purchase goods and services covered by the contract on the same terms and conditions as the State of Washington, except that the contractor has the right to modify payment terms based on its credit assessment of the Cooperative Member. Purchases by the Cooperative Member may be made by a purchase order issued by the Cooperative Member to the contractor. The Cooperative Member is solely responsible for payment for any goods and services it purchases under contracts pursuant to this Agreement or services it purchases directly from OSP. The Cooperative Member agrees to be responsible for limited contract monitoring related to their use of these contracts.
- 11) The Cooperative Member reserves the right to contract independently for the purchase of any particular class of goods or services, with or without notice being given to OSP.
- 12) In the event that either the Office of the State Procurement or the Cooperative Member is abolished, this Agreement shall continue in operation as to any entity succeeding to the powers and duties of the abolished party, except as canceled or modified by operation of law.
- 13) The Cooperative Member agrees to use only those OSP, WSCA, or Oregon Purchasing contracts authorized under the terms of this Agreement and to comply with those contracts' terms and conditions. The Cooperative Member further agrees that all purchases from OSP, WSCA, or Oregon Purchasing contracts will be made only for the direct use of the Cooperative Member's programs and no purchases will be made on behalf of or for the use of other entities or jurisdictions.
- 14) It is not the intention of the parties, nor shall this Agreement be interpreted, to create a separate legal entity for the performance of this Agreement. Instead, the Office of State Procurement shall be responsible for administering this Agreement.
- 15) In accordance with RCW 39.34.040; the Cooperative Member shall be responsible for filing the executed copy of this Agreement with its county auditor's office, or filed in such manner as required by law, to meet public disclosure requirements. This may include listing on the Cooperative Member's internet site or any other electronically retrievable public source.
- 16) By its signature below, the Office of State Procurement confirms it approves of this Agreement as required by RCW 39.34.050 and it is authorized to enter into this Agreement pursuant to RCW 39.34.030 and RCW 39.34.080. Similarly, by its signature below, the Cooperative Member confirms it is authorized to enter into this Agreement pursuant to RCW 39.34.030 and RCW 39.34.080.
- 17) PAYMENT and NOTICES: Payment shall be made to OSP at the address provided below. Further, any notice, demand or other communication required or permitted to be given under this Agreement shall be made to the parties at the addresses provided below. The Cooperative Member agrees to pay the membership fee as a part of this Agreement. Late payments may be subject to statutory interest and collection related costs. First time Cooperative Members joining after June 30th may have their fee prorated, if the member has not previously accessed state contracts. Pro-rated fees will be based on 6-month intervals, January – June, June – December.

Mail the signed Agreement and payment to: State of Washington, OSP PAF-Non/Prof Fund: 422 04 20
000214, Room 303 General Administration Bldg., P.O. Box 41008, Olympia, WA 98504-1008

Cooperative Member contact information:

Contact Person to whom contract documents and related communications are to be mailed or faxed.

Cooperative Member Agency Name: City of Marysville

Agency Federal TIN #: 91-6001459

Contact Name: Tonya Miranda

Address: 80 Columbia Avenue

City, St. Zip: Marysville, WA 98270

Phone Number: 360.363.8122 Fax Number: 360.363.8284

Email Address: TMIRANDA@MARYSVILLEWA.GOV

Secondary Contact: Name: _____ Email: _____

Two-Year Membership Fee Schedule

Note: Total expenditures listed below are minus of debt service and inter-fund transfers

Annual expenditures of more than	Annual expenditures of less than	Two-Year Membership Fee	Verified Fee Level
\$0.00	\$3,000,000	\$400	
\$3,000,001	\$7,500,000	\$1,000	
\$7,500,001	\$30,000,000	\$2,000	
\$30,000,001	\$68,000,000	\$4,000	
\$68,000,001	\$90,000,000	\$6,000	<i>jm</i>
\$90,000,001	\$150,000,000	\$8,000	
\$150,000,001	and over	\$10,000	

According to the most recent authoritative information; **City of Marysville**, your annual operating expenditures were **\$74,696,541** making your two-year fee **\$6,000**

The undersigned has read, understands and agrees to the terms and conditions of this Agreement, certifies that he/she is the Authorized Signatory for the Cooperative Member, and certifies under penalty of perjury under the laws of Washington State that the verified expenditure in the Membership Fee Schedule above is true and correct.

Cooperative Member Authorized Signature:

Signature: _____ Date Signed: _____

Print Name: Dennis Kendall Title: Mayor

Address (if not the same as above): 1049 State Avenue, Marysville, WA 98270

Phone Number(s): 360.363.8000

FOR OSP USE ONLY (Completed by OSP, this page will be returned to you in executed copy)

Approved as to form: AAG Date: 10/16/2009 (signature on file)

Your assigned Co-op member number is _____. Please provide this number to vendors when ordering from contracts or communicating with OSP.

OSP AUTHORIZED SIGNATURE

Name Title Date Verification Used: _____

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF MARYSVILLE REVISING RESOLUTION NUMBER 2260, AND ADOPTING REVISIONS TO THE PERSONNEL RULES OF THE CITY OF MARYSVILLE, HEALTH AND WELFARE BENEFITS - EMPLOYEE WELLNESS.

WHEREAS, the City Council adopted Resolution No. 2260 on May 11, 2009 revising the Personnel Rules of the City of Marysville;

WHEREAS, the Personnel Rules, Health and Welfare Benefits – Employee Wellness policy, attached hereto as Exhibit A, was updated to detail current practices and;

WHEREAS, the Personnel Rules, Health and Benefits - Employee Wellness policy, attached hereto as Exhibit A, were updated to comply with the newly revised AWC WellCity Award Application process;

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

1. All provisions set forth in Resolution No. 2260, pertaining to the Health and Welfare Benefits - Employee Wellness, are hereby updated by this resolution.

2. That the Health and Welfare Benefits – Employee Wellness section in the Personnel Rules of the City of Marysville, attached hereto as Exhibit A, are hereby adopted and approved in all respects.

PASSED by the City Council and APPROVED by the Mayor the _____ day of January, 2010.

CITY OF MARYSVILLE

MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

HEALTH AND WELFARE BENEFITS

OVERVIEW OF HEALTH AND WELFARE BENEFITS

The City of Marysville offers various health and welfare benefits for its regular full- and part-time employees. Many benefits are prorated for part-time employees and/or they are required to share more of the cost. There may be other benefits provided that are required by state or federal statute, including workers' compensation and unemployment compensation, which are not described below; these benefits may be provided to temporary employees as well as regular employees. Contact the Human Resources staff for information about these benefits.

Benefits available to eligible employees may include health insurance, retirement plan, deferred compensation, employee assistance program, flexible spending accounts, and optional employee-paid supplemental insurance. Many of these benefits are provided at the City's discretion, and the City reserves the right to make changes to or discontinue them at any time. Detailed plan documents describing these benefits are distributed to employees at orientation, when plans change, in response to employees' questions, and as otherwise required by law.

Employees are responsible for notifying the Human Resources office of status changes that might affect their eligibility for benefits, or that of their spouse or dependents, including births, adoptions, marriages, legal separations, divorces, and dependents' 19th birthdays.

Some insurance and retirement plans require employees to designate a beneficiary(ies) for employees' death benefits. This designation must be made in writing in a form acceptable to the insurance company or retirement plan. Employees are responsible for maintaining the proper beneficiary designation and notifying, in writing, the Human Resources office of any changes in status affecting eligibility or designations.

Following is a summary of some of these health and welfare benefits. This is only an overview of the plans; contact the Human Resources staff for detailed information. Official benefits plans' documents take precedence over all other sources of information, written or verbal.

Health Insurance

Regular full-time employees may have a choice of health insurance plans offered; typically, health insurance includes medical, dental, and vision coverage. There may be an annual open enrollment period when a different health insurance plan may be selected or a spouse or dependents may be added to employees' health insurance coverage. If an employee's spouse and/or dependents have medical insurance coverage through another employer's insurance plan, the employee may be eligible for the City's dual coverage medical insurance incentive program.

Regular part-time employees may be eligible for medical and dental coverage; however, they are not eligible for vision coverage. Their spouses and dependents are not eligible for health insurance coverage.

Retirement Plan

Regular full- and part-time employees participate in a Washington State-sponsored retirement plan; part-time employees receive prorated service credit based on usual hours worked. Casual and temporary employees are typically ineligible to participate in Washington State retirement plans unless they meet the eligibility requirements of the plans.

Deferred Compensation Plans

The City may offer a choice of deferred compensation plans. Employees may enroll in a plan at any time during the year, and change their monthly contributions per plan regulations.

Employee Assistance Program

The employee assistance program provides short-term, confidential counseling specifically designed to assist employees and their families in handling personal and work-related problems. The City's program, provided by the Association of Washington Cities, makes seeking assistance very easy.

Flexible Spending Accounts

Employees may pay for qualified dependent care and/or medical expenses with pretax dollars through flexible spending accounts. Employees forfeit any unused balance in the flexible spending account at the end of the plan year.

Consolidated Omnibus Budget Reconciliation Act (COBRA)

COBRA provides certain former employees, retirees, spouses, former spouses, and dependent children the right to temporary continuation of health insurance coverage at group rates. This coverage is only available when it is lost due to a qualifying event, such as reduction in working hours, termination of employment, divorce, or death. Employees, spouses, and dependents covered by the City's health insurance plans will be notified, when applicable, of the opportunity to continue their health care coverage under COBRA.

Other Insurance Benefits

Employees may be able to purchase disability insurance through a vendor at group rates. They may also be able to purchase optional insurance plans such as life, accident, or cancer insurance.

Employees of the Police Department, excluding the Records Division, may be eligible for employer-paid long-term disability insurance.

DUAL COVERAGE MEDICAL INSURANCE INCENTIVE

The City recognizes the need for innovative cost sharing between itself and its employees for medical insurance benefits. The dual coverage medical insurance incentive program is a voluntary incentive program in which employees remove spouses and dependents who have health insurance coverage under another employer's group policy from the City's medical insurance plan.

Under this program, the medical insurance premium that the City would have paid on the employee's behalf for the eligible dependents will be split between the City and the employee. The City benefits from a 50% cost savings. The employee receives the other 50% cost savings in his or her paycheck as taxable wages. The incentive amount is capped at one spouse and two children. When both husband and wife are regular City employees, only one spouse may receive the dual insurance coverage incentive benefit. All employees are required to retain their own health insurance coverage through the City's plans.

Employees may chose to remove dependents with dual coverage from the City's medical insurance plan at any time. Employees must sign a waiver certifying that removed dependents have other medical insurance coverage prior to removal from the City's insurance plan. This waiver includes acknowledgement that proof of continuous, comprehensive medical coverage is required to re-enroll eligible dependents in the City's medical insurance plan. Eligible dependents can be re-enrolled in the City's plan only during the annual open enrollment period, except that an otherwise eligible dependent who loses his or her non-City medical coverage during the year may re-enroll in the City's medical plan on the 1st day of the month following his or her loss of medical insurance coverage.

The dual insurance incentive benefit is limited to medical coverage only. Dental and vision coverage will remain in effect for all eligible employees and dependents.

The City of Marysville retains the right to revoke, modify, or cancel this policy at any time.

EMPLOYEE WELLNESS

The City of Marysville recognizes that health of City employees directly affects their ability to provide high quality, efficient services to City residents. The employee wellness program is designed to provide information and activities to City employees and their family members to encourage health and safety in the work place. All City employees and family members who are eligible for City medical benefits may voluntarily participate in the employee wellness program.

A Wellness Committee, including employee representatives from different departments, labor unions, management, and the general employee population, oversees the wellness program and specifically performs the following duties.

- Serves as a liaison between the wellness program, the Safety Committee, the Employee Recognition and Appreciation Committee, City departments, and employees.
- Represents the wellness-related interests, needs, and opinions of employees.
- Assists in identifying and reducing potential program barriers and strengthening support for the wellness program.
- Assists in promoting the wellness program.

The Wellness Committee will meet at least once a month during regular business hours and committee members may work on wellness activities during work hours as their normal job duties allow. Membership on the committee is voluntary and members may serve for an indefinite period of time.

Participation in some wellness programs such as health screenings and the benefit fair is allowed during work hours. The Chief Administrative Officer may allow employee's additional time during work hours for wellness activities and programs provided work demands are appropriately met.

Wellness program activities may include a wide variety of health, educational, and fitness activities, such as those listed below.

- Behavior change programs, such as nutritional counseling and information, stress reduction, smoking cessation, weight management, relaxation, and self esteem.
- Motivational programs, such as interdepartmental and employee group challenges and tuition rebates for successful weight loss and smoking cessation.
- Informational and awareness programs such as flyers, paycheck stuffers, bulletin boards, brown bag lunch sessions, wellness seminars, workshops, and classes.

The wellness program is funded in the budget for the human resources programs, and all City expenditures for employee wellness activities must come from funds appropriated in the current budget. Some wellness activities may be offered to employees at the cost of the program, at a City-subsidized price, or free. Costs of certain programs may be covered by the City's medical plan, and the Wellness Committee may apply for grants provided by the Association of Washington Cities. Purchases and all other related accounting activities must comply with applicable City procedures for City-funded activities.

Confidentiality is important in all health education activities. Because the Wellness Committee may offer programs about potentially sensitive issues, the transactions and interactions regarding personal and medical information that take place in the City's wellness programs will be confidential and will be respected as such. Employee participation is on a voluntary basis and will be respected.

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. 2260

A RESOLUTION OF THE CITY OF MARYVILLE ADOPTING REVISED PERSONNEL RULES OF THE CITY OF MARYSVILLE AND REPEALING RESOLUTION NUMBER 810 AND SUBSEQUENT RESOLUTIONS AMENDING RESOLUTION 810.

WHEREAS, the City Council adopted Resolution No. 810 on March 11, 1974 establishing the Personnel Rules of the City of Marysville; and, the City Council has adopted numerous amending resolutions to the Personnel Rules since March 11, 1974;

WHEREAS, the Personnel Rules attached hereto as Exhibit A, have been reviewed for compliance with local, state and federal laws and regulations; and

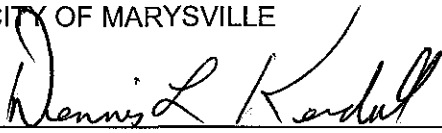
WHEREAS, the Personnel Rules attached hereto as Exhibit A, were updated and reformatted to reflect current city policies and practices, to reflect current state and federal laws and regulations, and improve readability;

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

1. All provisions set forth in Resolution No. 810 and any subsequent amendments to the Personnel Rules of the City of Marysville pertaining to city employees are hereby repealed for the reason that they are replaced by this resolution and attached policies.
2. That the Personnel Rules of the City of Marysville attached hereto as Exhibit A, are hereby adopted and approved in all respects.

PASSED by the City Council and APPROVED by the Mayor the 11th day of May, 2009.

CITY OF MARYSVILLE


MAYOR

ATTEST:

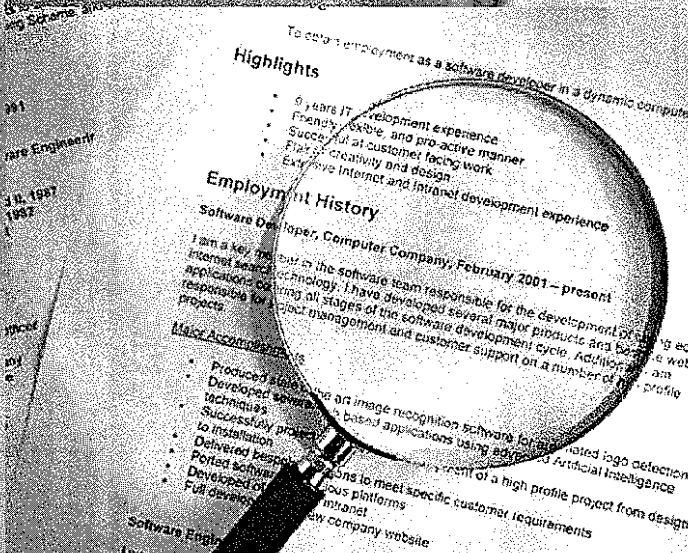
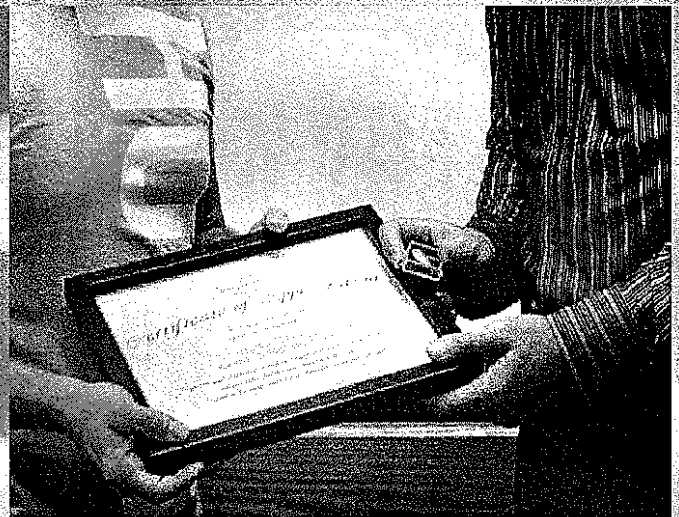

City Clerk

APPROVED AS TO FORM:


City Attorney

City of Marysville

PERSONNEL POLICIES



Revised: Spring 2009



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GENERAL PROVISIONS

PURPOSE

These rules establish personnel policies for conducting human resources programs and activities throughout City government to enable employees to provide efficient service to the public.

SCOPE

Where these policies conflict with collective bargaining agreements, civil service rules, or other state or federal laws or regulations, the provisions of the labor contract, civil service rules, or state or federal laws shall govern. In all other cases, these policies shall apply.

MANAGEMENT RIGHTS

Nothing in these policies affects or abrogates the inherent exclusive rights of the City in matters of general legislative or managerial policy, including exclusive rights to make the following decisions or take the following actions.

- Determine the mission of City departments, commissions, and boards.
- Set standards for public service.
- Determine procedures and standards of selection for employment, promotion, and dismissal.
- Direct and supervise all City employees.
- Decide and implement disciplinary actions.
- Relieve employees from duty due to lack of work.
- Terminate employees at will.
- Maintain the efficiency of governmental operations.
- Determine the methods, means, and personnel by which government operations are conducted.
- Exercise complete control and discretion over the City's organization and the technology of performing its work.
- Take all necessary actions to carry out its mission in emergencies.

This handbook of personnel policies is intended to provide general guidance only, it is not a contract or promise of specific treatment in specific situations, and it does not create any binding

obligations upon the City. The City reserves the right to alter, amend, or modify these guidelines in its sole discretion. Amendment to these policies shall be by resolution of the City Council.

The Chief Administrative Officer (CAO), with the approval of the Mayor, may vary or modify the strict application of these policies in cases in which their strict application would result in practical difficulties or unnecessary hardships. Such variances shall not be construed as setting a precedent for other cases.

ADMINISTRATIVE PROCEDURES

The CAO or designee, with the approval of the Mayor, will establish administrative procedures to implement or enforce these personnel policies. These administrative procedures may be adopted, amended, or rescinded at any time. They shall be circulated to all department directors and the City Council prior to their effective date and placed on record in the office of the City Clerk, together with these policies.

MANAGEMENT-EMPLOYEE COMMUNICATIONS

The Mayor, as the chief executive officer of the City, and the CAO, as the Mayor's assistant, shall strive to maintain open communications with all City employees and shall have unrestricted access to employee records.

The City Council, as the legislative body of the City, should not initiate or accept communications with City employees on personnel matters without informing the Mayor or CAO.

APPOINTING AUTHORITY

The Mayor has the power to appoint and remove all City employees. The Mayor may delegate such authority, in whole or part, to the CAO or department directors.

GENDER

Whenever words denoting the masculine or feminine gender are used in this document, they are intended to apply equally to both genders.

EXISTING LEAVE BENEFITS

All accrued leave time that has been earned by City employees as of the date of adoption of these policies by the City Council shall continue in full force and effect for such employees.

EMPLOYMENT PRACTICES

EQUAL EMPLOYMENT OPPORTUNITY

The City provides equal employment opportunities to all employees and applicants for employment without regard to race; color; religion; gender; sexual orientation; age; marital status; national origin; the presence of any physical, mental, or sensory impairment, whether temporary or permanent, that exists or is perceived to exist; honorably discharged veteran or military status; genetic information; or on any other basis that violates applicable federal, state, and local laws. This policy applies to terms and conditions of employment including, but not limited to, hiring, placement, transfer, promotion, termination, layoff, recall, leaves of absence, compensation, and training.

EMPLOYMENT AT WILL

Employment at the City of Marysville is on an "at-will" basis. The statements of policy contained in this handbook are not a contract nor are they to be interpreted as a promise of employment. Employment may be discontinued at any time by the City or by the employee, with or without cause, subject to applicable labor contracts or civil service rules, and applicable federal, state, and local laws.

EMPLOYMENT RECORDS

Employees' personnel files are maintained in the Human Resources office and are confidential. These files are maintained in accordance with federal and state laws and guidelines and to ensure confidentiality to the extent allowed by law. Employees may have access to review their own personnel files annually during regular business hours, except as waived by the CAO, in the Human Resources office. Employees may add statements to their files, but may not alter, amend, or remove any documents contained in the files. Personnel files may not be removed from the Human Resources office.

The City complies with the Washington State Public Records Act, valid court orders, and government requests that direct the City to provide information from personnel records to outside representatives. Representatives of government or law enforcement agencies, during the course of their business, may be allowed access to employment records information. This decision will be made at the discretion of the Assistant Human Resources Director, who may consult with the City Attorney, in response to the request, legal subpoena, or court order.

Requests for references on all employees, both past and present, must be directed to the Human Resources office. Without employees' written authorization, generally only the following information will be verified to banks, credit agencies, mortgage companies, or

prospective employers: dates of employment, job titles, and employment status (regular, part-time etc.).

Managers and supervisors may request access to personnel file information for employees under their supervision and when considering the hire of a former employee or transfer of a current employee.

Medical information about employees is maintained in the Human Resources office in a separate, confidential medical file, as required by law. Human Resources staff will provide this information to supervisors and managers only on a "need to know" basis for the limited purposes of identifying necessary medical restrictions on employees' work or duties or determining necessary accommodations for employees' disabilities.

EMPLOYMENT OF RELATIVES

The City is an equal opportunity employer and does not discriminate due to marital status. The employment of relatives is handled on a case-by-case basis and will be left to the discretion of the Mayor and CAO.

All employees will be treated fairly and equitably in all employment decisions, and it is important to avoid even the appearance of potential inequity in employment actions. For this reason, the following employment guidelines apply to employees who are related to each other or share an intimate relationship.

- Under no circumstances may one employee audit or evaluate the work of the other related employee or oversee such audits or evaluations.
- One employee should not have the authority or practical power to supervise, appoint, remove, or discipline the other related employee.
- The related employees should not be assigned duties which would place them in a situation of actual or reasonably foreseeable conflict between the City's interests and their own.

When a relationship between employees occurs during employment, the two employees may remain in their positions provided they are not in conflict with the restrictions stated above. If the new relationship places the employees in potential conflict with the above restrictions, the City will try to arrange a transfer or change in position for one of the employees; if this is not possible, one employee must separate from employment with the City. The decision to transfer, change position, or terminate may be made in consultation and with the agreement of the involved related employees; however, the Mayor or designee retains the right to determine the employment actions that are in the best interests of the City.

EMPLOYMENT ACTIONS

EMPLOYEE RECRUITMENT

The Human Resources office, with the assistance of affected departments, may prepare job announcements to fill vacant positions. When regular full- or part-time positions become vacant, current City employees may be given first consideration for filling vacancies, unless non-City employee applicants have substantially better qualifications and abilities. Job announcements should be posted at City offices for the benefit of City employees for a period of five working days. Job announcements, however, will be given such publicity as is appropriate to reach prospective, well-qualified applicants. All job announcements and related material shall explicitly state that the City of Marysville is an equal opportunity employer.

APPLICANT SCREENING

Job applicants must submit a completed City job application form to be considered for appointment to a vacant position, unless this requirement is waived by the CAO. The City's job application form solicits applicant job-related data about job-related training, experience, and references.

Applications will be screened by the Human Resources staff. Applicants may be disqualified for employment consideration based on factors including, but not limited to, the following:

- Applicant cannot establish his or her United States citizenship or authorization to be employed in the United States on a full-time basis, as required by law.
- Applicant does not possess the qualifications for the job.
- Applicant is not physically or mentally fit to perform the essential functions of the job, with or without reasonable accommodations.
- Applicant has demonstrated an unsatisfactory employment record as evidenced by the results of a reference check.
- Applicant has made false statements of any material facts or practiced deception in his or her application.

Only those applicants who appear to possess the minimum qualifications required may be considered for further testing and potential employment. In cases where there are a substantial number of applications, the Human Resources staff will provide the hiring department with an appropriate number of best qualified applicants.

EXAMINATIONS

All appointments of City employees shall be made on the basis of ability, training and/or experience of the appointees to perform the essential functions of the job. Applicants' job qualifications will be assessed by careful and impartial evaluation of specific job-related criteria, designed to measure their ability to perform the essential functions of the job, with or without reasonable accommodations.

Examinations may be used to evaluate applicants' qualifications. Examinations shall consist of material that tests the capacity and fitness of applicants to effectively perform the essential duties, with or without reasonable accommodations, of the specific positions for which they are applying. Examinations may be written, computerized, oral, a measurement of physical fitness, practical, or any combination. There may be a fee assessed to cover the costs of testing.

EMPLOYMENT STATUS

Employees' positions are categorized in several ways—type of appointment, work schedule, and eligibility for overtime compensation—which affect compensation and eligibility for a variety of benefits. Following is a brief description of employment categories.

Type of Appointment

- **Regular:** Employment is for an indefinite period of time. Employees may be eligible for all employment benefits offered by the City. Employees have successfully completed their orientation period.
- **Temporary :** Employment is for a specified, limited time period or an indefinite period of time. The number of hours a temporary employee may work annually may be subject to applicable collective bargaining agreements. Employees are eligible for only those employment benefits that are legally required.

Temporary appointments shall be made by the appointing authority only for the following reasons:

- As a substitution for a regular employee who is absent from his or her position.
 - When recruitment difficulties make it impossible to make a regular appointment to a position.
 - When budget appropriations provide only for temporary employment.
 - During a state of emergency.
- **Casual:** Employment is for a specified, limited period (seasonal position). The number of hours casual employees may work annually is subject to applicable collective bargaining agreements. Employees are eligible for only those employment benefits that are legally required.

Work Schedule

- **Full-time**: Employees regularly work 40 hours per week. Employees may be eligible for all employment benefits offered by the City.
- **Part-time**: Employees regularly work at least 20 hours per week. Unless otherwise stated, employees may be eligible for employment benefits on a prorated basis, depending on usual number of hours worked per week.

Eligibility for Overtime Compensation

- **Nonexempt**: Employees are in a position classified as nonexempt under the Fair Labor Standards Act (FLSA). Employees must receive overtime compensation or compensatory time off at the rate of 1½ times the hourly wage rate for hours worked in excess of 40 in one workweek. Nonexempt employees may be paid either on an hourly or salary basis.
- **Exempt**: Employees classified as exempt from the overtime provisions of the FLSA. These employees are not entitled to overtime pay or compensatory time off.

All appointments of City employees shall be made by the Mayor or designee.

Employment at the City of Marysville is on an "at-will" basis. The statements of policy contained in these rules are not a contract nor are they to be interpreted as a promise of employment. Subject to any applicable labor contract, civil service rules, or federal, state, or local laws, employment may be discontinued at any time by the City or by the employee, with or without cause.

ORIENTATION PERIOD

Most newly-hired employees and former City employees serve an orientation period for six months. These employees should receive performance evaluations at the end of three working months and again toward the end of the six-month period. Employees' department directors will recommend to the CAO that employees have successfully completed the orientation period, recommend an extension of the orientation period, or recommend dismissal; the orientation period may be extended for one additional six-month period.

Employees who are promoted or transferred to another position serve an orientation period of four months and may be demoted at any time during the orientation period without appeal. In this case, employees are returned to the position from which they were promoted or transferred, even though this may necessitate the layoff of another employee occupying this position.

Commissioned employees of the Police Department serve a probationary period at time of hire and when promoted as specified in the Civil Service Rules.

Employees will be notified when they have successfully completed their orientation periods and become regular status employees.

TRANSFER

The CAO may transfer employee to other positions, upon recommendation of department directors or employees' requests, to meet the needs of the City. Employees may not transfer to positions for which they do not possess the qualifications to perform the essential functions of the job, with or without reasonable accommodations. Transfers shall not be used to circumvent policies regarding promotions, demotions, or terminations.

See the *Orientation Period* policy regarding the orientation period following transfers and the potential for employees to return to their former positions. See *Pay Plan* policy for transfer compensation practices.

PROMOTION

Employees may be promoted into vacant positions when there is a significant change in job duties and/or an increase in job responsibilities. Promotions will not be made to circumvent compensation policies and practices or solely to increase an employee's compensation.

Vacancies in positions above entry level shall be filled by a promotion whenever, in the judgment of the CAO, it is in the best interests of the City to do so. Promotions shall be made on a competitive basis, except where the CAO finds that the number of persons qualified for the promotion is insufficient. Promotions shall give appropriate consideration to the applicant's qualifications, record of performance, seniority, and employment tenure.

See the *Orientation Period* policy regarding the orientation period following promotions and the potential for employees to return to their former positions. See *Pay Plan* policy for promotion compensation practices.

RECLASSIFICATION

Positions may be considered for reclassification to a different job class when the job duties or responsibilities have significantly changed. Reclassifications will not be made to circumvent compensation policies and practices or solely to increase an employee's compensation.

Department directors submit written requests for job analyses to the Assistant Human Resources Director who performs a job analysis and submits his or her recommendation to the CAO. Upon approval by the CAO, the recommendation is sent to the City Council for its consideration and action. Reclassification of civil service personnel shall first be approved by the Civil Service Commission.

See *Pay Plan* policy for reclassification compensation practices.

DEMOTION

The Chief Administrative Officer may demote employees when they have been promoted to a position for which the responsibilities are beyond employees' capabilities. Demotions shall occur only after a thorough evaluation by department directors and the CAO and after adequate written warning. Employees shall not be demoted to a position for which they do not possess the qualifications to perform the essential functions of the job, with or without reasonable accommodations.

Demotions may be authorized by the CAO for an employee who requests it or to prevent a layoff. Demotions to prevent layoffs may be reversed when employees' previous positions are reinstated or reopened.

DISCIPLINE

Violations of City policies are taken seriously; employees who violate policies or procedures stated in this handbook, in civil service rules, and collective bargaining agreements, as applicable, are subject to disciplinary action. The principles of progressive discipline are generally applicable; however, the City reserves the right to take whatever action it deems appropriate, which may include immediate termination. The degree of discipline administered generally depends on the severity of the infraction and will comply with applicable labor contracts, civil service rules, and federal, state, or local laws.

The following are some examples of conduct that may lead to discipline or discharge. This list is not all-inclusive; other behavior may also be grounds for discipline or discharge.

- Failure or refusal to perform the essential functions of the position assigned, with or without reasonable accommodations.
- Insubordination, generally defined as disrespectful conduct toward a supervisor or failure to follow a supervisor's instructions. This may include other misconduct, such as making threats, using coercion or physical violence or abusive language, or making malicious statements.
- Refusal to work overtime or standby, as determined by the supervisor.
- Inability of employees in supervisory positions to effectively plan, organize, and direct the work of subordinate employees.
- Inability of employees in executive positions requiring initiative and independent judgment to perform effectively, except under excessive supervision by the CAO.
- Habitual failure to maintain a satisfactory working relationship with other employees or the public.
- Theft, fraud, or sabotage against another employee, customer, or the City.

- Theft, destruction, or gross negligence that results in damage or loss to City equipment, time, or property.
- Unauthorized use of City equipment and/or supplies.
- Deliberate or repeated discourtesy to the public.
- Conviction of a felony or any misdemeanor which relates to the employee's scope of duties. An employee may be placed on suspension by the CAO pending outcome of a criminal charge if circumstances warrant.
- Any act or conduct detrimental to the good of the City or its services and any other offense against the public interest.

The City is an at-will employer. Employees have the right to leave employment at any time, and the City has the right to terminate employment at any time, with or without cause, subject to applicable labor contract, civil service rules, or federal, state or local laws.

PREDISCIPLINARY HEARING

The CAO may provide and arrange for a predisciplinary hearing prior to demotion, suspension, or discharge of employees. The following rules shall govern the conduct of such hearings.

- If a predisciplinary hearing is scheduled, the CAO shall provide the employee with written notice of the cause for discipline and a summary of the City's evidence relating to the same. This notice shall advise the employee of his or her right to a predisciplinary hearing. In extraordinary circumstances, the CAO may suspend an employee, with pay, pending the scheduling of such a hearing.
- At the employee's reasonable request, he or she may have legal counsel or union representation at the predisciplinary hearing. This hearing shall be held before the Mayor or designee. The hearing shall be informal. The employee or his or her representative shall be given an opportunity to respond to all charges, orally or in writing.
- The City's explanation of the evidence at the predisciplinary hearing shall be sufficient to inform the employee of the basis for the proposed action. This rule, however, shall not limit the City at a subsequent hearing from presenting more detailed and complete evidence, including presentation of witnesses and documents not available at the predisciplinary hearing.
- After the predisciplinary hearing, if the Mayor determines that discipline is appropriate, written notice of it shall be given to the employee. Such notice shall include the charge against the employee and a general statement of the evidence supporting the charges.

SUSPENSION

The Chief Administrative Officer may suspend employees from their positions without pay at any time with or without cause. Suspensions shall not be for a period longer than 30 calendar days. Employees do not accrue seniority, paid leave, or other employee benefits during the suspension period. Suspensions of exempt employees must be in full week increments, except that suspensions for violations of major safety rules may be in one-day increments.

The CAO shall provide employees with written notice of all facts leading to the reason for their suspensions. This notice will become part of an employees' personnel files.

DISCHARGE

The Chief Administrative Officer may discharge any employee with or without just cause, subject to applicable labor contracts, civil service rules, and federal, state and local laws.

LAYOFF

Layoffs may result from lack of work or budgetary restrictions, among other reasons. Employees to be laid off shall be given 14 days notice, except in cases of emergency, before layoffs occur. Regular employees shall not be laid off while another person in the same classification is employed on a temporary or casual basis or is still in an orientation period in a position for which regular employees are qualified.

RESIGNATION

The City's at-will employment relationship does not require advance notice of resignations or terminations; however, employees are encouraged to submit written resignations to their department directors at least two weeks prior to the effective date of resignation.

Department directors shall send resignation notifications to the CAO as soon as possible. Failure to provide the requested notice may result in forfeiture of accrued vacation leave; however, department directors may waive the two week notice requirement.

RETIREMENT

All regular full- and part-time City employees belong to a Washington State-sponsored retirement plan. Some employees working in temporary or casual positions may belong to a Washington State-sponsored retirement plan; the State establishes eligibility rules and plan requirements. Employees and the City both contribute a percentage of employees' wages into the retirement system plans monthly.

COMPENSATION

CLASSIFICATION PLAN

In the City's job classification system, all positions are assigned to a "class" with other positions requiring a similar level of knowledge, skills, abilities, responsibilities, and accountability. The City has analyzed and evaluated the duties and responsibilities of all job positions, and a job classification plan has been adopted by the City Council. The Assistant Human Resources Director shall periodically review the classification plan and make recommendations for change to the CAO who, upon approval, will submit the plan to the City Council for its approval. The City Council makes final decisions about placement of positions within the classification plan.

PAY PLAN

As part of the classification program, a compensation plan has been established which includes all salaried positions. Each job class is assigned to a salary range, which after job analysis and market considerations reflects appropriate compensation for those positions. The plan consists of salary ranges with set salary steps based on job tenure, which are separated by a fixed percentage.

Typically, salaries for newly hired or promoted employees will be set at the bottom step in the salary range for their positions, except that the appointing authority may set salaries for employees hired with special experience or qualifications, or under special circumstances, at any step within the salary range for their position.

Employees are eligible to advance from one salary step to the next per their job tenure. Step increases may be denied, however, upon the recommendation of department directors and approval of the CAO, provided that employees receive advance written notice outlining the reasons. Employees are eligible for merit increases to the top step of salary ranges after one additional year of service at the recommendation of their department directors. Merit increases shall not be automatic.

The salary ranges for department director positions have base and maximum salaries--there are no fixed wage steps—and each department director's salary is set within the applicable range. Salary increases for department directors shall range from 0% - 6%, based on their abilities to meet projected goals, performance standards, and overall department operations.

All employees shall be assigned to the salary range for their job classifications. Employees promoted or reclassified to new positions having higher pay ranges shall receive a salary increase of at least 2.5% or the lowest step in the new position classification, whichever is greater, except as otherwise approved by the CAO in extraordinary circumstances. Employees reclassified to new positions having lower pay ranges shall have their new compensation set within the pay range of the new position.

Employees assigned, in writing, to work in a temporary capacity in a higher classification shall receive appropriate compensation as determined by the CAO.

Employees shall not receive any additional compensation or fringe benefits due to employment tenure with the City except as specifically provided in these policies or in the duly-adopted pay plan of the City.

The City Council allocates funds in the annual budget for employee compensation, and all compensation actions must comply with the budget.

OVERTIME COMPENSATION

The federal Fair Labor Standards Act mandates compensation for overtime work for nonexempt employees and prohibits it for exempt employees. Nonexempt employees must receive either overtime pay or compensatory time off at a rate of 1 ½ times their regular rate of pay for time worked in excess of 40 hours per workweek, unless otherwise granted more expansive compensation for overtime in a collective bargaining agreement. The City may not compel use of compensatory time off in lieu of monetary compensation for overtime worked.

Before overtime is worked, employees must have verbal approval from their department directors or designee. Approved vacation leave, compensatory time off, and holidays are counted as time worked for the purposes of computing overtime worked. All other absences, including sick leave, are not counted as time worked for the purposes of computing overtime, except as approved by the CAO in extraordinary circumstances.

COMPENSATORY TIME

Nonexempt employees may request compensatory time off at the rate of 1½ times the actual time worked as overtime hours, in lieu of monetary compensation. Compensatory time will not accrue until a minimum of one-half hour has been earned.

Employees' supervisors have the discretion to approve use of compensatory time off. Compensatory time off shall be scheduled as soon as possible after accrual to meet the needs of employees and the City. Compensatory time off may be used to extend vacation periods or on its own; in either case, it may be used for up to four days or four shifts at one time. The City reserves the right to compel use of accrued compensatory time.

Accrued compensatory time shall not exceed 80 hours in a calendar year; no more than 40 hours of compensatory time shall be carried over into the next calendar year. All amounts in excess of 80 hours will be paid out as overtime as they occur. All hours over the 40-hour limit on December 31st will be paid out on the last pay check for December.

Exempt employees are not eligible for compensatory time off.

PAYROLL DEDUCTIONS

Some regular deductions from employees' earnings are required by law; other deductions are voluntary and must be specifically authorized by employees. The City will withhold from employees' paychecks those deductions required or permitted by law and voluntary deductions authorized by employees, an applicable union contract, or statute. Voluntary deductions must be requested in writing by employees to the Human Resources office.

EXEMPT EMPLOYEES

Federal and state regulations require exempt employees to be paid on a salary basis. Exempt employees are not eligible for overtime; they are expected to work as many hours as required to perform the duties of the position.

Generally after accrued paid leave is used, exempt employees' salaries may be reduced only for full day absences for personal reasons, illness, or injury. Deductions for unpaid family and medical leave (per the Family and Medical Leave Act), however, may be made in partial-day increments. Also, exempt employees may be paid for partial workweeks in the first and last weeks of their employment with the City.

Exempt employees continue to receive their full salary during workweeks that they are on jury duty, serving as a court witness, or on temporary military leave, beyond that which is expressly provided for in these policies, as long as they work during part of every workweek. Employees do not need to be at the work site to perform work; responding to phone or email messages is considered work.

Unpaid disciplinary suspensions for exempt employees must be in increments of a week, except for violations of safety rules of major significance, which may be in one day increments.

HOURS OF WORK

WORKWEEK AND TIMESHEETS

The typical workweek for City employees is 8:00 a.m.-5:00 p.m., Monday through Friday, with a one hour meal period during which employees are completely relieved of all duties; this is a 40-hour workweek. The typical full week is Monday through Sunday. Due to the nature of their work and the needs of the City, some departments may have different schedules or workweeks, as determined by the CAO. Normal workweeks may be modified by the CAO in response to budget requirements or emergency conditions. The City will consider requests for alternative work schedules on an individual basis.

Employees shall not begin work before their normal starting time or work after their normal ending time without the prior approval of their supervisor, nor shall they work overtime hours without verbal approval from their department directors or designees.

Overtime compensation begins when an employee works in excess of 40 hours in one workweek. Approved vacation leave, compensatory time off, and holidays are counted as time worked for the purposes of computing overtime. All other absences, including sick leave, are not counted as time worked for the purposes of computing overtime, except as approved by the CAO for extraordinary circumstances.

Official payroll records, including timesheets, are kept by the Finance Department. Employees must accurately report all hours worked and leaves taken on specified payroll forms. Falsifying payroll records, such as underreporting of leave time or overreporting of working time, is prohibited; failure to accurately complete payroll forms is grounds for disciplinary action.

Department directors shall turn in signed timesheets for all employees within their departments, recording hours worked, leaves taken, and overtime hours worked for each payroll period. Earned or accrued compensatory time shall be documented on City forms, including the date, number of hours, and the activity for which compensatory time is being claimed. The Mayor or designee shall sign timesheets for department directors.

ATTENDANCE AND PUNCTUALITY

Attendance is essential to the performance of an employee's job. Absences lower production levels, decrease efficiency, and may reduce the quality of customer service. Employees are expected to report for work at their scheduled times and be ready to work.

Employees must receive prior approval from their supervisors to take all leaves authorized in these personnel policies. When employees know they will be late to or absent from work for an unscheduled leave, they must contact their supervisors prior to the start of their shift to enable

supervisors to make necessary arrangements to continue employees' functions during their absences. Failure to report to work on time and to work the full hours scheduled costs the City money in decreased productivity and potentially increased staffing. Failing to notify supervisors in a timely manner regarding an unscheduled absence, or arriving late and leaving early at any point in the work shift, are considered unauthorized absences and may result in disciplinary action.

REST BREAKS AND MEAL PERIODS

City employees are entitled to a 15-minute break on the employer's time for every four hours worked. Office personnel should take their breaks in designated areas. Field employees should take their breaks on the job site or station premises. With the approval of department directors, work breaks may be taken in places other than designated areas. Misuse of work breaks may be cause for disciplinary action.

Employees working more than five hours in a day must take an unpaid meal period of at least 30 minutes, which shall be scheduled by department directors. Meal period times may vary depending upon department workload, but they must occur not less than two hours nor more than five hours from the beginning of the employee's shift. Meal periods shall be on the employer's time when the employee is required by the employer to remain on duty on the premises or at a prescribed work station site in the interest of the employer.

INCLEMENT WEATHER

During inclement weather, the CAO will decide whether or not to close City offices. If the offices are open but employees are unable to travel to the office, they must contact their supervisors. For nonexempt employees, this absence will be treated as vacation time or unpaid time off, at employees' discretion, unless they are able to work at a remote location, as approved by their supervisors. If the office is closed, this time will be counted as vacation time or unpaid time off, at employees' discretion, unless they choose to work at a remote location, as approved by their supervisors.

ALTERNATIVE WORK SCHEDULE

Regular full-time employees are eligible to apply for alternative work schedules. Alternative work schedules may be approved if they will not materially interfere with the City's regular business operations and will not compromise the City's existing service to citizens.

Department directors and the Assistant Human Resources Director will recommend action on employees' requests, and the CAO has the sole discretion to approve alternative work schedules based on objective review of the individual circumstances and the demands of the position and needs of the department and City. Employees who have documented performance problems or employees in their orientation periods may be denied their request for an alternative work schedule based on individual circumstances.

Approved alternative work schedules will be implemented for a trial period not to exceed six months. After three months working an alternative work schedule, the department director and Assistant Human Resources Director will reevaluate the situation and recommend its continuance or discontinuance to the CAO. Alternative work schedules can be discontinued at any time, with or without cause.

There are a variety of possible alternative work schedules. Three of the most common are the following:

- 4/40: Employees work four days per week for ten hours per day. Any change in day off must be preapproved and will be a change in employees' regular work schedules.
- 9/80: Employees work 80 hours over a two week period of nine working days. For example: Employees work four days of nine hours per day and one day of eight hours the first week, and the second week, they work four days of nine hours per day. This results in one extra (in addition to regular nonworking days, such as weekends) day off every two weeks.
- Flexible hours: Core hours, those hours that must be part of a regular work schedule, are established, and employees have flexibility to alter the start and end of their regular workday. For example, for an 8-hour day (plus a 1-hour lunch break), if core hours are set at 10 a.m.-4 p.m., the employee could work from 7 a.m.-4 p.m., 9 a.m.-6 p.m., or a similar schedule.

Alternative work schedules must be predesignated and are not flexible. Employees' workweeks, as defined by the Fair Labor Standards Act, are a fixed and regular recurring period of 168 hours—seven consecutive 24-hour periods. The workweek can begin on any day of the week and at any hour of the day. Once the beginning time of a workweek is established, however, it must remain fixed regardless of the schedule of hours worked by employees. The beginning of the workweek may be changed if changes are intended to be permanent and are not designed to evade overtime requirements of the FLSA.

Changes in alternative work schedules must be preapproved by department directors, Assistant Human Resources Director, and CAO and will be a change in employees' regular work schedules.

During weeks in which paid holiday leave occurs, employees on alternative work schedules have two choices. They may either revert to a regular 5 days/40 hours schedule (employees working a 9 days/80 hours schedule will need to revert for two weeks) or they may use accrued vacation or compensatory leave time to make up any difference in the number of regularly scheduled work hours since a holiday is always considered to be eight hours.

Sick leave and vacation leave will continue to accrue at the regular rate. When employees use a full workday of sick or vacation leave, the time charged will be equivalent to the number of

hours they were scheduled to work that day. This accounts for actual time absent for regularly scheduled work hours.

Rest breaks and meal periods must be taken per the City's *Rest Breaks and Meal Periods* policy.

Employees interested in applying for an alternative work schedule should contact the Human Resources office to obtain the appropriate form.

EVALUATION, TRAINING, AND DEVELOPMENT

EMPLOYEE DEVELOPMENT

The City of Marysville encourages professional development of employees to their fullest potential. The CAO or designee and department directors will establish in-service training programs designed to improve the effectiveness and knowledge of employees in performing their assigned duties. They shall establish training expenditures, maintain records of achievement, and evaluate methods and results of all department-sponsored training.

City-sponsored training required to increase the knowledge, skills, and abilities of employees to perform their jobs shall be arranged during regularly-scheduled work hours whenever possible. Department directors may change employees' regular working hours to accommodate or require attendance at training activities during off-duty hours.

PERFORMANCE EVALUATION

The employee performance evaluation program is designed to provide supervisors and employees an annual opportunity to sit down and discuss employees' accomplishments and positive contributions, as well as identify things they would like to improve, change, or learn. The employee performance evaluation form is both a progress report and statement of mutually agreed-upon goals and action plan to attain the goals; this becomes part of employees' personnel files.

The purpose of performance evaluation is for supervisors and employees to focus on job performance, not the personality of the individual. Supervisors should be aware of employees' job performance throughout the evaluation period and discuss and address performance issues as they arise. Supervisors should not save these concerns to "unload" on employees during the evaluation session.

Supervisors and employees will thoroughly discuss each job evaluation element; employees will provide their input first, followed by the supervisors' input, and discussion between them should be specific and realistic. Mutually agreed-upon goal statements, aimed to enhance the effectiveness and efficiency of the work being performed, is required as part of the performance evaluation. Supervisors complete evaluation forms, both parties sign the document, employees' receive copies of it, and it becomes part of employees' personnel files.

Performance evaluations are not scored, and there is no pass or fail mark. Performance evaluations, however, will be considered in promotions, transfers, merit raises, disciplinary actions, and other personnel actions.

Evaluation sessions should occur in January, or annually in the employee's anniversary month, as determined by department directors. Newly-hired employees should receive a three-month evaluation as well as a six-month evaluation.

TUITION REIMBURSEMENT

The City of Marysville recognizes that additional training and education will improve employees' knowledge and skills, which maintains and improves the quality of service to the public. The tuition reimbursement program provides financial assistance for eligible City employees seeking job-related education and training through a regionally accredited education institution, including colleges, universities, and vocational training institutions.

Regular full- and part-time employees who have completed their orientation periods may be eligible for tuition reimbursement. During the annual budget process, the City will determine the level of tuition reimbursement for college level coursework. Tuition payments will be made only with funds budgeted for such purpose by departments. If there are insufficient funds to fund all requests, applications for reimbursement will be considered based on the needs of the City. All tuition reimbursement requests must be preapproved by department directors and the CAO; situations with extenuating circumstances may be approved by the CAO on a case-by-case basis.

Employees seeking tuition reimbursement must apply to department directors at least 60 days before the funds are needed. Employees are responsible for ensuring that tuition has been properly paid to the educational institution.

Tuition reimbursement requests that meet the following criteria may be approved.

- The education or training is related employees' current positions or to a field which is within a reasonable line of professional progression for employees within the City.
- Paid time cannot be used to participate in education or training under this program, as distinct from mandatory education or training requirements.
- Payment will be made for actual tuition costs only; no City funds will be paid for books, lab fees, or other costs associated with the education or training.
- Reimbursement will be based upon actual cost as verifiable by receipt.
- Employees must not be receiving tuition reimbursement from other sources.
- Courses must be taken at times that will not interfere with the employees' regular duties and responsibilities with the City, and study assignments must be completed outside employees' working hours.
- Employee must receive a grade of "C" or better, or a grade of "passing" in a pass/fail class, within three weeks of completing the course.

Tuition reimbursement payments are loans that must be repaid to the City by employees who separate from employment with the City for any reason other than layoff or permanent disability resulting from an on-the-job injury prior to 24 months after completion of the reimbursed education or training. Employees are required to agree, in writing, to repay reimbursement payments in such circumstances, as a condition of receiving tuition reimbursement.

PARTICIPATION IN COMMUNITY CLUBS AND SERVICE ORGANIZATIONS

It is in the public's interest to have City employees actively and visibly participating in clubs and organizations dedicated to public service within the greater Marysville community. All City employees are encouraged to join such clubs and organizations. Attendance at meetings and functions of such clubs and organizations may be allowed during working hours, with prior approval from the CAO. The City may pay for some membership costs and expenses.

HEALTH AND WELFARE BENEFITS

OVERVIEW OF HEALTH AND WELFARE BENEFITS

The City of Marysville offers various health and welfare benefits for its regular full- and part-time employees. Many benefits are prorated for part-time employees and/or they are required to share more of the cost. There may be other benefits provided that are required by state or federal statute, including workers' compensation and unemployment compensation, which are not described below; these benefits may be provided to temporary employees as well as regular employees. Contact the Human Resources staff for information about these benefits.

Benefits available to eligible employees may include health insurance, retirement plan, deferred compensation, employee assistance program, flexible spending accounts, and optional employee-paid supplemental insurance. Many of these benefits are provided at the City's discretion, and the City reserves the right to make changes to or discontinue them at any time. Detailed plan documents describing these benefits are distributed to employees at orientation, when plans change, in response to employees' questions, and as otherwise required by law.

Employees are responsible for notifying the Human Resources office of status changes that might affect their eligibility for benefits, or that of their spouse or dependents, including births, adoptions, marriages, legal separations, divorces, and dependents' 19th birthdays.

Some insurance and retirement plans require employees to designate a beneficiary(ies) for employees' death benefits. This designation must be made in writing in a form acceptable to the insurance company or retirement plan. Employees are responsible for maintaining the proper beneficiary designation and notifying, in writing, the Human Resources office of any changes in status affecting eligibility or designations.

Following is a summary of some of these health and welfare benefits. This is only an overview of the plans; contact the Human Resources staff for detailed information. Official benefits plans' documents take precedence over all other sources of information, written or verbal.

Health Insurance

Regular full-time employees may have a choice of health insurance plans offered; typically, health insurance includes medical, dental, and vision coverage. There may be an annual open enrollment period when a different health insurance plan may be selected or a spouse or dependents may be added to employees' health insurance coverage. If an employee's spouse and/or dependents have medical insurance coverage through another employer's insurance plan, the employee may be eligible for the City's dual coverage medical insurance incentive program.

Regular part-time employees may be eligible for medical and dental coverage; however, they are not eligible for vision coverage. Their spouses and dependents are not eligible for health insurance coverage.

Retirement Plan

Regular full- and part-time employees participate in a Washington State-sponsored retirement plan; part-time employees receive prorated service credit based on usual hours worked. Casual and temporary employees are typically ineligible to participate in Washington State retirement plans unless they meet the eligibility requirements of the plans.

Deferred Compensation Plans

The City may offer a choice of deferred compensation plans. Employees may enroll in a plan at any time during the year, and change their monthly contributions per plan regulations.

Employee Assistance Program

The employee assistance program provides short-term, confidential counseling specifically designed to assist employees and their families in handling personal and work-related problems. The City's program, provided by the Association of Washington Cities, makes seeking assistance very easy.

Flexible Spending Accounts

Employees may pay for qualified dependent care and/or medical expenses with pretax dollars through flexible spending accounts. Employees forfeit any unused balance in the flexible spending account at the end of the plan year.

Consolidated Omnibus Budget Reconciliation Act (COBRA)

COBRA provides certain former employees, retirees, spouses, former spouses, and dependent children the right to temporary continuation of health insurance coverage at group rates. This coverage is only available when it is lost due to a qualifying event, such as reduction in working hours, termination of employment, divorce, or death. Employees, spouses, and dependents covered by the City's health insurance plans will be notified, when applicable, of the opportunity to continue their health care coverage under COBRA.

Other Insurance Benefits

Employees may be able to purchase disability insurance through a vendor at group rates. They may also be able to purchase optional insurance plans such as life, accident, or cancer insurance.

Employees of the Police Department, excluding the Records Division, may be eligible for employer-paid long-term disability insurance.

DUAL COVERAGE MEDICAL INSURANCE INCENTIVE

The City recognizes the need for innovative cost sharing between itself and its employees for medical insurance benefits. The dual coverage medical insurance incentive program is a voluntary incentive program in which employees remove spouses and dependents who have health insurance coverage under another employer's group policy from the City's medical insurance plan.

Under this program, the medical insurance premium that the City would have paid on the employee's behalf for the eligible dependents will be split between the City and the employee. The City benefits from a 50% cost savings. The employee receives the other 50% cost savings in his or her paycheck as taxable wages. The incentive amount is capped at one spouse and two children. When both husband and wife are regular City employees, only one spouse may receive the dual insurance coverage incentive benefit. All employees are required to retain their own health insurance coverage through the City's plans.

Employees may chose to remove dependents with dual coverage from the City's medical insurance plan at any time. Employees must sign a waiver certifying that removed dependents have other medical insurance coverage prior to removal from the City's insurance plan. This waiver includes acknowledgement that proof of continuous, comprehensive medical coverage is required to re-enroll eligible dependents in the City's medical insurance plan. Eligible dependents can be re-enrolled in the City's plan only during the annual open enrollment period, except that an otherwise eligible dependent who loses his or her non-City medical coverage during the year may re-enroll in the City's medical plan on the 1st day of the month following his or her loss of medical insurance coverage.

The dual insurance incentive benefit is limited to medical coverage only. Dental and vision coverage will remain in effect for all eligible employees and dependents.

The City of Marysville retains the right to revoke, modify, or cancel this policy at any time.

EMPLOYEE WELLNESS

The City of Marysville recognizes that health of City employees directly affects their ability to provide high quality, efficient services to City residents. The employee wellness program is designed to provide information and activities to City employees and their family members to encourage health and safety in the work place. All City employees and family members who are eligible for City medical benefits may voluntarily participate in the employee wellness program.

A Wellness Committee, including employee representatives from different departments, labor unions, management, and the general employee population, oversees the wellness program and specifically performs the following duties.

- Serves as a liaison between the wellness program, the Safety Committee, the Employee Recognition and Appreciation Committee, City departments, and employees.
- Represents the wellness-related interests, needs, and opinions of employees.
- Assists in identifying and reducing potential program barriers and strengthening support for the wellness program.
- Assists in promoting the wellness program.

Wellness program activities may include a wide variety of health, educational, and fitness activities, such as those listed below.

- Behavior change programs, such as nutritional counseling and information, stress reduction, smoking cessation, weight management, relaxation, and self esteem.
- Motivational programs, such as interdepartmental and employee group challenges and tuition rebates for successful weight loss and smoking cessation.
- Informational and awareness programs such as flyers, paycheck stuffers, bulletin boards, brown bag lunch sessions, wellness seminars, workshops, and classes.

The wellness program is funded in the budget for the human resources programs, and all City expenditures for employee wellness activities must come from funds appropriated in the current budget. Some wellness activities may be offered to employees at the cost of the program, at a City-subsidized price, or free. Costs of certain programs may be covered by the City's medical plan, and the Wellness Committee may apply for grants provided by the Association of Washington Cities. Purchases and all other related accounting activities must comply with applicable City procedures for City-funded activities.

EMPLOYEE LEAVES

Employees are not eligible to use paid leave time off until they successfully complete their initial orientation period as a new City employee, unless the CAO grants prearranged leave as a condition of their employment, or as otherwise specifically required by law or specifically allowed by City policies.

HOLIDAYS

The following days are considered holidays for all regular full-time employees except for uniformed ranks of the Police Department. A holiday is considered eight (8) consecutive hours. Regular part-time employees receive holiday pay on a pro rata basis, based on their normal workweek schedule. Regular employees still in their orientation period receive holidays, too. Authorized holidays which occur during vacation are not charged against vacation time.

HOLIDAY	DATE OBSERVED
<i>New Year's Day</i>	January 1
<i>Martin Luther King's Birthday</i>	3 rd Monday of January
<i>President's Day</i>	3 rd Monday of February
<i>Memorial Day</i>	last Monday in May
<i>Independence Day</i>	July 4
<i>Labor Day</i>	1 st Monday in September
<i>Veteran's Day</i>	November 11
<i>Thanksgiving Day</i>	4 th Thursday in November
<i>Day after Thanksgiving</i>	day after Thanksgiving
<i>Christmas Day</i>	December 25
<i>Personal Holiday</i>	Eight hours are added to each regular full-time employee's vacation bank annually at the beginning of each calendar year, provided that the employee has been continuously employed by the City for six months.

If a holiday falls on a Saturday, it shall be observed on the preceding Friday; if a holiday falls on a Sunday, it shall be observed on the following Monday. An employee must work the day preceding and the day following a holiday or holiday weekend to receive holiday pay, unless the employee is on authorized sick leave, vacation time, or compensatory time off; sick leave for said days will not be approved without certification from a bona fide medical professional that the employee was in fact sick, or without specific approval by the CAO.

Regular nonexempt employees whose regular work schedule requires them to work on a holiday shall receive wages at 1 ½ times their regular pay; temporary and casual employees shall not be entitled to holiday pay, unless otherwise approved by the CAO.

VACATIONS

Non-union regular full-time employees earn vacation leave per the following accrual schedule, and non-union regular part-time employees earn vacation leave on a prorated basis; employees who have transferred or promoted to another department maintain their accrued vacation hours. Temporary and casual employees are not entitled to vacation benefits. Upon recommendation of the CAO or department directors, newly-hired employees may be granted stepped-up vacation rights as if they had worked for the City for up to five years. Vacation leave for members of collective bargaining units is earned at rates specified within applicable collective bargaining agreements.

YEARS OF EMPLOYMENT	VACATION ACCRUAL RATE (HOURS) FOR FULL-TIME EMPLOYEES
1 - 2	88
3 - 5	104
6	128
7 - 8	136
9 - 10	152
11	168
12 - 13	176
14 - 15	184
16 - 17	192
18 - 19	200
20 or more	208

Employees with a perfect attendance record from January through December, which includes using up to eight hours of sick leave, will receive eight additional hours of vacation leave to be used during the next calendar year.

Vacation will not accrue for any calendar month during which an employee is on unpaid leave for at least five regularly scheduled workdays.

Employees are responsible for monitoring their accrued vacation leave balance. The maximum allowable accumulation of unused vacation leave is the number of vacation leave hours which the employee would have earned over a period of two years. Vacation leave accrued as of December 31st of each year which exceeds the maximum allowed shall be forfeited, unless employees receive prior approval from the CAO to use vacation hours which would otherwise be forfeited due to excess accumulation.

Vacation leave cannot be taken until the leave hours are accrued. Vacation leave may not be taken during the first six months of City employment; employees who have transferred or been promoted may use accrued vacation leave during their orientation period.

Vacation leaves shall be scheduled considering the wishes of employees and the operating requirements of departments. Supervisors must ensure adequate staffing levels, and management reserves the right to approve scheduling of vacation leaves.

A maximum of 240 hours of the employee's accumulated vacation will be paid as severance pay upon voluntary termination or permanent reduction in force after one year of continuous service with the City, provided that the employee gives the City two weeks' written notice of resignation prior to his or her voluntary termination of employment.

SICK LEAVE

Regular full-time employees accrue paid sick leave at the rate of eight hours for each month of continuous full-time service; regular part-time employees accrue paid sick leave on a prorated basis. Employees do not accrue sick leave in any calendar month during which they are on an unpaid leave of absence or suspension for a minimum of five days in a calendar month.

Sick leave may be used for the following reasons.

1. Treat employee's own health condition, illness, injury, or physical incapacity including disability due to pregnancy or childbirth.
2. Care for a child with a health condition requiring treatment or supervision or to treat the disability of an adult child.
3. Provide preventive care for a child.

4. Care for a spouse, parent, parent-in-law, or grandparent with a serious health condition, including short-term care of a pregnant spouse during or after childbirth while she is unable to attend to regular daily activities.
5. Attend one's own medical or dental appointments or those of relations named above.
6. Arrange for emergency care or attend to a member of the immediate family-- defined as spouse, child, parent, grandparent, parent-in-law—and in other situations as may be approved by the CAO on a case-by-case basis.

Employees must notify supervisors as soon as the need for sick leave is known. Failure to do so may result in denial of sick leave pay.

The City may request reasonable proof of the need for sick leave. When absences extend beyond three consecutive working days, employees may be required to submit a medical certificate by a health care professional to justify the absence. In the case of an extended leave, such as serious injury or illness, the City may require a return to work authorization from employees' health care providers.

Holidays and other regular days off shall not be charged against sick leave. Sick leave can be used in minimum increments of one-half hour for nonexempt employees. Exempt employees may use sick leave in eight hour increments only; deductions from sick leave banks will not be made as long as they work part of the day.

Newly-hired employees may use sick leave only after successfully completing their first six months of employment, unless the CAO approves its use in extraordinary circumstances.

If an employee is absent due to illness or injury for which he or she is receiving payment from the state's industrial insurance program, LEOFF, or other state-mandated plan, the City will pay employees the difference between their regular wages and the amount received from the state up to the amount of accrued leave in employees' sick, vacation, compensatory, or administrative leave banks.

Employees may accumulate up to a maximum of 1,440 hours of sick leave. Within the last two years prior to employees' retirement from the City, employees may convert accumulated sick leave in excess of 480 hours into vacation leave. The conversion shall be at a ratio of eight hours vacation leave for each 32 hours of sick leave. This time may be taken as regular vacation leave or paid out upon retirement.

DISABILITY LEAVE

Employees who suffer on-the-job injuries or occupational diseases during the course of their City employment may be eligible for worker's compensation benefits administered by the Washington State Department of Labor and Industries. Employees must use available sick, vacation, compensatory, and administrative leave time (in this order) during the period of

disability; the period of disability leave shall run concurrently with designated Family and Medical Leave Act leave to the extent permitted by law.

An employee receiving time-loss payments from Washington State must "buy back" sick leave during the period of disability, as prescribed by law. "Buy back" may be done by endorsing the state's time loss compensation check to the City or payment by personal check.

Employees promoted or hired to fill a vacancy created by another employee on disability leave shall hold such positions subject to the return of the injured or ill employee. A promoted employee affected by the return of the injured or ill employee shall be restored to the position he or she had held previously or to any other equivalent position. A newly-hired employee affected by the return of the injured or ill employee shall be placed in a comparable vacant position for which he or she is qualified or may be laid off if there are no comparable vacant positions.

Disability leave shall not apply in cases of permanent, total disability or disability retirement as defined in Washington State law. Injuries resulting from employees' willful misconduct, however, shall not entitle them to disability leave.

PREGNANCY DISABILITY LEAVE

Female employees are entitled to pregnancy disability leave for the entire period of time they are incapacitated because of sickness or temporary disability due to pregnancy or childbirth. Certification by a health care provider indicating the need for a specified period of leave due to a pregnancy or childbirth-related disability is required. This leave may be paid or unpaid, depending on employees' accrued paid leave balances, such as sick or vacation leave.

Pregnancy disability leave is in addition to the 12 weeks of leave allowed annually by the Washington State Family Leave Act; however, pregnancy disability leave runs concurrently with employees' leaves entitlement under the federal Family and Medical Leave Act (FMLA). When a female employee's pregnancy disability leave ends, she is entitled to use the balance of her available leave time under the federal FMLA to care for her newborn child. Also, when a female employee's pregnancy disability leave ends, additional leave to care for her newborn child counts towards the 12 weeks of family leave allowed under the state's family leave law.

Accrued sick, vacation, compensatory, and administrative time may be used for childbirth or related circumstances. The City will continue to pay health care benefits as required by the FMLA for the initial 12 weeks of leave. If the period of leave extends beyond the 12 weeks of FMLA leave, and the employee's accrued leave banks have been exhausted, then she will be placed on leave without pay, at which time she has the option to continue her health care benefits per COBRA requirements. See the *Overview of Health and Welfare Benefits* policy.

In all cases, women requesting pregnancy disability leave must submit appropriate leave forms at least 30 calendar days before the leave is to begin, or as soon as the need for leave is

known. Certification from a health care provider should be attached to the leave request. Recertification may be requested periodically.

FAMILY AND MEDICAL LEAVE

The Family and Medical Leave Act (FMLA) grants up to 12 weeks of unpaid leave annually to eligible employees for specifically-defined family and medical reasons; eligible employees shall be entitled to up to 12 weeks of job protected leave during a rolling 12-month period measured backward from the date of any FMLA usage. Some or all of the leave time may be paid if employees have accrued leave time; employees must use applicable paid leave time first and take the remainder of the 12 weeks as unpaid leave. Employees using FMLA leave for the adoption or foster care of a child must use all paid vacation, compensatory, and administrative leave time prior to taking unpaid leave.

Eligibility

Employees must meet all of the following conditions to be eligible for FMLA leave.

- Employees must have worked for the City for at least 12 months, which need not have been consecutive. For eligibility purposes, employees will be considered to have been employed for an entire week even if they were on the payroll for only part of a week or on leave during part of a week.
- Employees must have worked at least 1,250 hours during the previous 12-month period. Provisions of the Fair Labor Standards Act will determine the number of hours worked. Time spent on paid or unpaid leave do not count as hours worked and will not be counted in meeting the 1,250 hours eligibility threshold.
- When both husbands and wives work for the City and are both eligible for FMLA leave, they are allowed to take a combined total of 12 weeks of leave during a 12-month period for the birth of a child, placement of an adopted or a foster child, or to care for a child or parent (but not a parent "in-law") with a serious health condition. If they use a portion of the total 12-week FMLA leave for one of these purposes, they are each entitled to the remainder of the 12-week leave for other FMLA purposes.

Employees returning after military service, who are covered by the provisions of this law will be credited with the hours of service that would have been performed except for the period of military service in determining eligibility for FMLA leave. Each month served performing military service counts as a month actively employed by the employer.

Qualifying Leave

FMLA leave is allowed for the following reasons:

- Birth and care of a newborn child of the employee.
- Placement with the employee of a child for adoption or foster care.

- Care for a spouse, son or daughter, or parent with a serious health condition.
- Medical leave when the employee is unable to work because of a serious health condition.
- Qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty or called to active duty status as a member of the National Guard or Reserves in support of a contingency operation.
- Attend to qualified family members in the armed forces who are undergoing medical treatment, recuperation, or therapy, or otherwise in outpatient status, for an illness or injury sustained in the line of duty that renders the family member medically unfit for duty.

The leave entitlement for the birth or placement of a child for adoption or foster care expires 12 months from the date of the birth or placement. Leave in these cases must be taken in one uninterrupted block of time from start to finish, except with prior approval of department directors and the CAO.

See *Qualifying Exigency Leave* and *Military Caregiver Leave* policies for requirements and benefits specific to these types of FMLA leave.

Requesting Leave

Employees requesting leave must contact the Human Resources office to complete required forms at least 30 days before the leave is to begin, when the FMLA qualifying event is foreseeable (such as the birth of a child, placement for adoption or foster care, or planned medical treatment for a serious health condition). If leave is to begin within 30 days, employees must notify their immediate supervisors and the Human Resources office as soon as they are aware of the need for the leave. When the need for the leave is not foreseeable, they must contact their supervisors prior to the start of their shift to enable supervisors to make necessary arrangements to continue employees' functions during their absences.

Whether leaves are foreseeable or unforeseeable, medical certification must be provided within 15 calendar days from the date employees give the City notice of the need for leave. Taking FMLA leave may be denied if these requirements are not met, unless there is a reasonable excuse for the delay. The City has the right to request a second medical opinion at its expense. If the first and second opinion conflict, the City may require a third opinion, which shall be final and binding.

During leaves for serious medical conditions, employees are requested to report periodically to the City regarding the status of the medical condition and their intent to return to work. The City has the right to request periodic medical recertifications in compliance with FMLA regulations. Per FMLA regulations, the City will not ask employees' health care providers for additional information beyond that required by the certification form. Additionally, the City

reserves the right to require a "fitness for duty" medical certification from health care providers before employees return to work.

Return to Work

Employees eligible for FMLA leave—except those employees designated as "key" employees under this policy—can return to the same position or a position with equivalent status, pay, benefits, and other employment terms. This entitlement does not apply in certain situations, such as the following: Employee's position is eliminated in a reduction of force; employee takes another job while on FMLA leave; employee fails to provide timely notice of FMLA leave; or employee fails to return from FMLA leave on the established date.

Employees must contact the Human Resources office to complete appropriate forms before they return to work. Employees wishing to return to work prior to the planned expiration of their leaves must notify the Human Resources office at least five working days prior to their planned return.

Failing to return to work upon the planned expiration of FMLA leave may result in disciplinary action up to and including immediate termination unless an extension is granted. Employees who request an extension of FMLA leave due to the continuation, recurrence, or onset of their own serious health condition or that of their spouse, child, or parent must request an extension, in writing, to their immediate supervisors. This request should be made as soon as employees realize that they will not be able to return to work at the expiration of the leave period.

Benefits Coverage During Leave

During FMLA leaves, employees will be retained on the City's group health insurance plan under the same conditions that applied before the leave. To continue health insurance coverage, employees must continue to make any contributions that they would be required to make to the plan if they were not on leave. Failure to pay their share of the health insurance premium may result in loss of coverage.

Employees who fail to return to work after the expiration of their leaves must reimburse the City for payment of health insurance premiums during the leaves, unless the reason employees fail to return is due to the presence of a serious health condition which prevents them from performing their jobs or due to circumstances beyond their control.

Intermittent Leave or Reduced Work Schedule

Employees may take leave intermittently or work reduced work schedules, when medically necessary, due to their own or a family member's illness. Since regular and predictable work hours are an essential part of employees' jobs, they are required to coordinate scheduling medical treatments with department directors or designees to limit disruption to departmental operations. The leave may not exceed a total of twelve weeks of their regular work schedule over a twelve-month period.

Employees must provide medical certification which shows that the multiple, short duration absences are a part of, or may result from, the treatment the employee or eligible family member is receiving for a serious health condition. Treatment information must substantiate that intermittent leave is necessary and that the medical need for the employee or eligible family member is best accommodated through an intermittent or reduced work schedule.

Employees on continuous, intermittent, or reduced work schedules are required to exhaust their sick leave bank, for their own serious health condition.

Workers' Compensation Provision

The FMLA leave period runs concurrently with workers' compensation when employees have a serious health condition resulting from an on-the-job injury that meets the criteria for FMLA leave. The City may offer "modified duty" work at its discretion and if it is available. If health care providers treating employees for workers' compensation injuries certify that employees are able to return to "modified duty" work but are unable to return to the same or equivalent jobs, employees may decline the City's offer of a "modified duty" job. If employees decline the "modified duty" job, they may lose their workers' compensation pay but would continue to stay on FMLA leave until it is exhausted. When workers' compensation benefits cease, the City requires employees to use their accrued paid leave including sick, vacation, and compensatory time.

SHARED LEAVE

Shared leave allows City employees, at no additional cost to the City other than the costs of administering the program, to come to the aid of fellow City employees who are suffering from an extraordinary or serious illness, injury, impairment, or physical or mental condition which has caused or is likely to cause them to take leave without pay or to terminate their employment. Shared leave can also be used to assist a fellow employee who is ordered to report for active military duty; this provides financial stability for a limited time to allow an employee to adjust to different income and benefit levels under military pay. Only accrued vacation leave may be donated as shared leave time.

Only full-time, regular employees are eligible to receive shared leave, upon the recommendation of their department directors and approval by the CAO. Employees must meet the following conditions to be eligible to receive shared leave.

- The employee suffers from an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature and which has caused, or is likely to cause, the employee to go on leave without pay status or to terminate his or her employment with the City. Employees requesting shared leave for military service will be allowed to maintain 240 hours of sick leave accrual.
- The employee has abided by the City's sick leave policy in good faith.

- The use of shared leave will not significantly increase the City's costs, except for those which would otherwise be incurred in the administration of this program or which would otherwise be incurred by the employee's department.
- An immediate family member of the employee (spouse, child, parent, or sibling) suffers from an illness or injury which is life-threatening and which has caused or is likely to cause the employee to go on leave without pay or to terminate his or her employment with the City. Requests for shared leave to attend an immediate family member who has a life-threatening illness or injury shall be approved or disapproved at the sole discretion of the CAO on a case-by-case basis.
- An employee is ordered to report for active military duty for a significant military event during a time of national emergency. This may include an employee who is a member of the uniformed services--Washington National Guard or the Army, Navy, Air Force, Coast Guard, or Marine Corps Reserve of the United States, or of any organized reserve or armed forces of the United States--and other categories designated by the President or Governor in a time of war or military emergency. This provision does not apply to employees who voluntarily sign up for active military duty.

All donations of leave must be voluntary. To be eligible to donate shared leave, employees must have taken at least 80 hours of accrued vacation leave within the calendar year, have more than 80 hours of accrued vacation leave on the books, or have a combination of accrued and used vacation leave greater than 80 hours within the calendar year. When reviewing leave donation proposals from police employees, the Police Chief may also consider whether additional adequate time off will be provided through compensatory and/or holiday leave unique to that department.

Shared vacation leave shall be transferred on a dollar value basis. The minimum allowable transfer of vacation leave is eight hour increments. The value of the leave will be determined at the current hourly wage of the donating employee and the leave available to the receiving employee shall be calculated at the receiving employee's wage.

Employees shall not receive more than 1,040 hours of shared leave during their City employment. Shared leave hours should be used on a consecutive basis to the extent possible, unless preapproved by the CAO as intermittent leave. Shared leave use runs concurrently with FMLA-qualifying leave and other applicable leave. Donated hours that are not used within 90 days shall be returned to the donors.

The City and employees using shared leave will continue to pay their respective portions of employees' family health insurance benefits. Employees may continue payroll deductions of optional employee benefits at their discretion. Employees will not accrue seniority, vacation, sick leave or other leave benefits while receiving shared leave; shared leave time is not counted as hours worked for any orientation period.

Employees serving in active military duty per this policy may receive donations to supplement their pay not to exceed 100% of the employee's regular wages from the City for up to one year. These employees must submit paycheck stubs to the City for determination of the correct supplemental pay and donated leave amounts.

BEREAVEMENT LEAVE

Employees, including those in their orientation periods, may be granted up to 24 hours of paid leave by the CAO due to the death of a member of their immediate family. "Immediate family" for bereavement leave is defined as a spouse, domestic partner, child, parent, sibling, grandparent, grandchild, parent-in-law, brother- or sister-in-law, son- or daughter-in-law, stepchildren, and current stepparents. The CAO may extend the bereavement leave beyond the allotted hours.

JURY DUTY/WITNESS LEAVE

Employees have a civil obligation to serve on a jury if called. During jury duty or while appearing as a legally-required witness, employees will receive full pay from the City.

Employees who are excused from jury service or court appearance before the end of their workday shall immediately report their availability for assignment to their supervisor. Employees scheduled to work on shifts other than day shift shall be considered to be on day shift for the duration of jury duty.

Court payments, except those for travel expenses, must be turned over to the City. All jury duty and witness fees other than mileage reimbursement must be turned over to the City.

Employees will not be threatened, coerced, harassed, or denied promotional opportunities because they receive a summons, respond to a summons, serve as a juror, or attend court for prospective jury service.

VOTING LEAVE

Employees whose work schedules do not provide them two consecutive hours to vote while polls are open will be granted up to two hours of paid time to vote. Employees must provide notice to the City not less than one day before the election. The City may specify the hours that the employee may vote.

MILITARY CAREGIVER LEAVE

Military caregiver leave is a section of the Family and Medical Leave Act, which allows a certain amount of unpaid or applicable paid leave each year to eligible employees for family and medical reasons during any 12-month period. Military caregiver leave is applicable only to employees who are related to injured members of the armed forces. This policy addresses only

those rights, benefits, and requirements specific to military caregiver leave. All other rights, benefits, and requirements of the FMLA apply to military caregiver leave.

Employees are eligible for military caregiver leave when their qualified family member in the armed forces is undergoing medical treatment, recuperation, or therapy, or is otherwise in outpatient status, for an illness or injury sustained in the line of duty that renders the family member medically unfit for duty. A qualified family member includes the following people: spouse, son, daughter, parent, or nearest blood relative to the employee.

Military caregiver leave may last for up to 26 weeks during a single 12-month period. There is a 12-week limit on all other types of FMLA leaves, and the combined total of all types of FMLA leaves, including military caregiver leave, cannot exceed 26 weeks in a single year.

Employees requesting military caregiver leave must provide a medical certification from the servicemember's health care provider.

QUALIFYING EXIGENCY LEAVE

Qualifying exigency leave is a section of the Family and Medical Leave Act, which helps families of members of the National Guard and Reserves manage their affairs while the member is on active duty in support of a contingency operation. This policy addresses only those rights, benefits, and requirements specific to qualifying exigency leave. All other rights, benefits, and requirements of the FMLA apply to qualifying exigency leave.

Eligible employees with a covered military member serving in the National Guard or Reserves are entitled to the usual 12 weeks of FMLA leave for any "qualifying exigency" arising out of the fact that a covered military member is on active duty or called to active duty status in support of a contingency operation. Qualifying exigencies include the following: short-notice deployment, military events and related activities, childcare and school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and additional activities not encompassed in the other categories, but agreed to by the City and employee.

FAMILY MILITARY LEAVE

All employees who work an average of at least 20 hours per week are eligible for unpaid family military leave. Family military leave is available to the spouse of a member of the U.S. Armed Forces during a period when Congress has declared war, the President has declared war by executive order, or when military reserves have been called to active duty.

Employees whose spouses are being called into active duty for the armed forces or who will be, or are deployed during a period of military conflict, are entitled to up to 15 days of unpaid leave from work. Employees may choose to use accrued vacation, compensatory time, administrative leave, or personal holiday hours for family military leave. Employees may take the 15 days of

leave before the deployments of military spouses or when military spouses are on leave from deployments. For each new deployment of military spouses, employees may take another family military leave of up to 15 days.

Employees must notify the City of their intent to take family military leave within five business days of receiving official notice of the call or order to active duty or deployment or within five business days of official notice of military spouses' upcoming leave from deployments.

MILITARY LEAVE

Washington State law provides City employees who are a members of the uniformed services-- Washington National Guard or the Army, Navy, Air Force, Coast Guard, or Marine Corps Reserve of the United States, or of any organized reserve or armed forces of the United States-- paid leave for up to 21 calendar days annually, from October 1st to September 30th, when ordered to active duty or active training duty. Employees are requested to notify their supervisors as soon as they are aware of the military obligation.

This military leave is in addition to any vacation or sick leave to which the employee might otherwise be entitled. If a military leave of absence extends beyond 21 calendar days, employees may, at their discretion, choose to use accrued vacation leave. Employees may be eligible for shared leave per the *Shared Leave* policy.

LEAVE UNDER UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT

The Uniformed Services Employment and Reemployment Rights Act entitles regular City employees who take a leave of absence to serve as a member of the U.S. Armed Forces to certain reemployment, seniority, longevity, and employment benefits rights upon returning to work after their honorable discharge or completion of reserve training. Returning employees are entitled to these rights if they have given the City advance written or verbal notice of their service and if the cumulative length of the absence and of all previous absences from City employment to serve in the uniformed services does not exceed five years.

Employees returning after military service, who are covered by the provisions of this law will be credited with the hours of service that would have been performed except for the period of military service in determining eligibility for leave under the Family and Medical Leave Act. Each month performing military service counts as a month actively employed by the employer.

Both employees promoted or hired to fill a vacancy created by another employee serving in the armed forces shall hold such position subject to the return of the employee serving in the armed forces. A promoted employee affected by the return of the employee serving in the armed forces shall be restored to the position he or she had held previously, or any other equivalent position. A newly-hired employee affected by the return of the employee serving in

the armed forces shall be placed in a comparable vacant position or may be laid off if there are no comparable vacant positions.

DOMESTIC VIOLENCE/SEXUAL ASSAULT LEAVE

This unpaid leave is available to employees who are victims of domestic violence, sexual assault, or stalking. It is also available to employees with a family member—defined as child, spouse, parent, parent-in-law, grandparent, or person with whom the employee has a dating relationship—who is a victim of domestic violence, sexual assault, or stalking. This leave may be taken in blocks or intermittently, and the amount of leave that an employee may take is restricted to a "reasonable" amount, but it is not specifically limited as to time or length under the law.

Domestic violence/sexual assault leave may be taken for the following purposes.

- Seek law enforcement or legal assistance or prepare for or participate in any legal proceeding related to domestic violence, sexual assault, or stalking.
- Seek health care treatment for physical or mental injuries from domestic violence, sexual assault, or stalking, or attend to such health care treatment for a family member.
- Obtain (or assist a family member in obtaining) services from a domestic violence shelter, rape crisis center, or other social services.
- Obtain (or assist a family member in obtaining) mental health counseling related to domestic violence, sexual assault, or stalking.
- Participate in safety planning, temporarily or permanently relocate, or take other actions to increase one's own safety or the safety of the family member relating to domestic violence, sexual assault, or stalking.

Employees must give notice to the City of the need for this leave no later than the end of the first day on which the leave is taken. The City may require verification to support the need for the leave; verification can take the form of police reports, court documents, or employees' own written statements of the need for the leave.

ADMINISTRATIVE LEAVE

Exempt employees are not entitled to overtime compensation since they are compensated for the product of their work efforts, not the number of hours actually worked. Sometimes, however, the nature of work for exempt employees requires sustained periods of effort, marked by long hours, limited opportunities for time off, and stresses atypical of nonexempt positions. Further, the City acknowledges that sufficient rest is necessary for personnel to operate at peak performance; administrative leave provides sufficient time off for these employees so as to ensure individual and operational readiness.

Exempt employees are eligible for administrative leave based on the schedule and conditions described below. The CAO, upon the recommendation of department directors, may award supplemental administrative leave on a case-by-case basis when conditions warrant such consideration. Administrative leave shall not be awarded to employees whose vacation balance exceeds allowable accrual limits. Administrative leave will be awarded on a prorated basis, rounded to the next full day, to exempt employees hired during the calendar year.

The following positions shall be awarded an annual bank of ten business days of administrative leave at the beginning of each calendar year: CAO; directors of Community Development, Finance, Parks and Recreation, Public Works, and Police Departments; Public Works Superintendent; City Engineer; Police Commanders; and City Clerk.

All other exempt employees shall be awarded an annual bank of five business days of administrative leave at the beginning of each calendar year.

Administrative leave must be:

- Used in minimum increments of one full day.
- Approved by the department director or CAO in advance, which must be documented on appropriate personnel forms.
- Forfeited if not used by the end of each calendar year.

Unused administrative leave may not be converted to cash compensation under any circumstances.

LEAVE WITHOUT PAY

The CAO may grant leaves of absence without pay in appropriate circumstances; they will be granted only when employees have exhausted all other accrued leave. Employees must submit a written request on designated forms to the CAO after obtaining the permission of their department directors. Failure to return upon the expiration date of the leave may be cause for dismissal.

ABSENCE WITHOUT AUTHORIZED LEAVE

Absences not on duly-authorized leave shall be treated as leave without pay and may be grounds for disciplinary action. Employees who are absent for three consecutive regularly-scheduled working days without notifying the City may be considered to have abandoned their jobs and may be terminated.

LEGAL RULES OF CONDUCT

CODE OF ETHICS

The City's code of ethics is set forth in Chapter 2.80 of the Marysville Municipal Code. Its purpose is to assist City employees to establish guidelines to govern their own conduct. The code is also intended to help develop traditions of responsible public service. Employees shall not engage in any act which is in conflict with the performance of their official duties. Under the code of ethics, an employee shall be deemed to have a conflict of interest or other ethical violation if he or she:

1. Receives or has any financial interest in any sale to or by the City of any service or property when such financial interest was received with the prior knowledge that the City intended to purchase such property or obtain such service.
2. Accepts or seeks for others any service, information, or thing of value on more favorable terms than those granted to the public generally, from any person, firm or corporation having dealings with the City, as provided in MMC 2.80.040(2).
3. Accepts any gift or favor from any person, firm, or corporation having any dealings with the City if he knows or has reason to know that it was intended to obtain special consideration.
4. Influences the selection of or the conduct of business with a corporation, person, or firm having business with the City if he or she personally or through household relatives has financial interest in or with the corporation, person or firm.
5. Serves as an employee, officer, partner, director, or consultant of any corporation, firm, or person having business with the City, unless he or she has disclosed such relationship as provided by Chapter 2.80 MMC.
6. Engages in or accepts private employment or renders services for private industry when such employment or service is incompatible with the proper discharge of his or her official duties or would impair his or her independence of judgment or action in the performance of his or her official duties.
7. Appears in behalf of a private interest before any regulatory governmental agency, or represents a private interest in any action or proceeding against the interest of the City in any litigation to which the City is a party, unless he or she has a personal interest and this personal interest has been disclosed to the regulatory governmental agency. City Councilmembers may appear before regulatory governmental agencies on behalf of constituents in the course of their duties as representatives of the electorate or in the performance of public or civic obligations; however, no official or employee shall accept a retainer or compensation that is contingent upon a specific action by a City agency.

8. Possesses, directly or indirectly, a substantial or controlling interest in any business entity which conducts business or contracts with the City, or in the sale of real estate, materials, supplies, or services to the City, without disclosing such interest as provided by this chapter. An interest is not a substantial interest if such interest does not exceed one-tenth of one percent of the outstanding securities of the business concern; or, if the interest is an unincorporated business concern, one percent of the net worth of such concern; or the financial interest of a corporation, person, or firm does not exceed five percent of the net worth of the employee and his household relatives.
9. Violates any ordinance or resolution of the City.
10. Violates the confidentiality of his or her position.
11. Makes any false statement or representation of any public record or document in a willful disregard of the truth of such statement or representation.

Employees who have financial or other private interests, and who participate in discussion with or give an official opinion to the City Council and fail to disclose on the records of the City Council the nature and extent of such interest is in violation of Chapter 2.80 Marysville Municipal Code. Any person willfully violating the code of ethics is guilty of a misdemeanor and is subject to the civil penalties as provided in the municipal code.

An employee of the City found guilty of a negligent violation of this chapter is subject to civil penalties up to and including termination from employment and/or loss of pay not to exceed one month's salary.

ANTI-HARASSMENT POLICY AND COMPLAINT PROCEDURE

The City of Marysville strives to provide a work environment that is free from all forms of harassment. All forms of harassment—including, but not limited to harassment based on sexual, ethnic, racial, and disability characteristics, or an employee's legally protected status—are prohibited. All disruptive behavior that is based on or creates an intimidating, offensive, coercive, or hostile work environment is prohibited. All actions that impair employees' abilities to perform their jobs are prohibited. Employees who engage in such behavior will be subject to disciplinary action, up to and including termination.

Harassment can take many forms. Some examples of verbal and nonverbal harassment include the following:

- Unflattering or unwelcome comments regarding a person's nationality, origin, race, color, religion, gender, sexual orientation, age, body disability, or appearance.
- Epithets, slurs, and negative stereotyping.
- Distribution, display, or discussion of written or graphic material that ridicules, denigrates, insults, belittles, or shows hostility or aversion toward an individual or group because of

national origin, race, color, religion, age, gender, sexual orientation, pregnancy, appearance, disability, marital, or other protected status.

Sexual harassment is a specifically recognized form of discrimination and is unlawful under the Civil Rights Act of 1964 and Washington State law. Sexual harassment is defined as "unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature" when any of the following conditions exist.

- Submission to such conduct is either explicitly or implicitly made a term or condition of an individual's employment.
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual.
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Sexual harassment can take many forms, and some examples include the following.

- Sexual innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions, lewd remarks, and threats.
- Requests for any type of sexual favor, including repeated and unwelcome requests for dates.
- Verbal abuse or "kidding" of a sexual nature and/or content and considered unwelcome.
- Distribution, display, or discussion of any written or graphic material, including calendars, posters, and cartoons that are sexually suggestive, or show hostility toward an individual or group because of gender or are of a sexual nature; suggestive or insulting sounds; leering; staring; whistling; or obscene gestures.
- Unwelcome, unwanted physical contact, including but not limited to, touching, tickling, pinching, patting, brushing up against, hugging, cornering, kissing, fondling, forced sexual intercourse, or assault.
- Linking sexual compliance with sexual advances by a supervisor to some term or benefit of employment.

Normal, courteous, mutually respectful, pleasant, noncoercive interactions between employees, including men and women, that are acceptable to and welcomed by both parties, are not considered to be harassment, including sexual harassment.

Employees who believe they are victims of harassment should not remain silent. They should make it clear to the harasser that such conduct is offensive and unwelcome and clearly state that the offensive conduct must stop immediately. Then, they should tell the supervisor or manager they are being harassed and name the harasser; this may be the first step if employees are uncomfortable confronting the alleged harasser.

Complaint Process

Employees who believe they have been harassed should report the harassing conduct to City management. Typically, the conduct should be reported to employees' immediate supervisors; if the complaint is against their supervisors or employees are uncomfortable discussing the complaint with their supervisors, they may report it to their department directors or the Assistant Human Resources Director. Supervisors or managers who become aware that harassment is occurring, either from personal observation or employee report, must report it immediately to their department directors.

Employees' complaints of harassment may be oral or written. They should include, when available, specific allegations, dates(s) of the occurrences(s), individuals involved, and any witnesses. Upon receipt of complaints, or being advised by supervisors or managers of potential harassing behavior occurring, department directors, the Assistant Human Resources Director, or an independent investigator will conduct an investigation.

Harassment complaints and their investigations are kept as confidential as reasonably possible, consistent with the need to investigate and act on the results of the investigation. It is often necessary to disclose the name of the employee who filed the complaint to the employee accused of harassment.

The City treats harassment complaints seriously and moves quickly to investigate them and take appropriate corrective action. Employees filing complaints will be treated courteously and respectfully, and the City prohibits retaliation against employees filing harassment complaints. Employees will not suffer any hardship, loss of benefits, or other penalties for filing or responding to bona fide complaints of discrimination or harassment, appearing as a witness in a complaint investigation, or investigating a complaint.

Reporting harassment incidents may be a difficult personal experience; however, allowing harassment activities to continue will most certainly lead to less desirable outcomes. For that reason, employees are strongly urged to use this complaint procedure.

Knowingly filing groundless or malicious complaints is an abuse of this policy and is prohibited. Employees who violate this policy are subject to disciplinary action up to and including termination.

Procedures For Investigating And Resolving Complaints

When a full harassment investigation is warranted, the City will typically use the following guidelines for conducting it.

1. Every attempt will be made to complete an investigation within 60 calendar days from the time the complaint is received or the department director is made aware of the potential harassment. The time limit may be extended to 90 calendar days by the CAO if additional time is needed for a full and complete investigation of the complaint.

2. The investigation should include interviews with the complainant, the respondent, witnesses, and other persons the investigator determines may have information related to the investigation to determine whether the conduct occurred. The investigator will ensure compliance with any right to union representation of individuals, including the alleged harasser, who may reasonably assume disciplinary action may be taken based upon their statements in the investigation.
3. The investigator of the complaint will maintain accurate, detailed records of the investigation and will determine if violations of this policy have occurred based on the facts verified during the investigation.
4. If it is determined that harassment or discrimination in violation of the City's policy has occurred, appropriate disciplinary action will be taken. The appropriate action will depend on the following factors: (1) severity, frequency and pervasiveness of the conduct, (2) prior complaints made by the complainant, (3) prior complaints made against the respondent, and (4) quality of the evidence, such as first hand knowledge or credible corroboration.
5. If the investigation is inconclusive, or it is determined that there has been no harassment or discrimination in violation of this policy but some potentially problematic conduct is revealed, counseling or preventive action may be taken.
6. Within five days after the investigation is concluded, the Assistant Human Resources Director or department director will meet with the complainant and respondent separately, to notify them in person of the findings of the investigation and inform them of the action being recommended.
7. The complainant and the respondent may submit statements to the CAO challenging the factual basis of the findings. Such statements must be submitted no later than five working days after the meeting in which the findings of the investigation were discussed.
8. Within ten days from the date the challenge is received, the CAO will review the investigative report and any statements submitted by the complainant or respondent, discuss results of the investigation with the Assistant Human Resources Director and other management staff as may be appropriate, and decide what action, if any, will be taken. The Assistant Human Resources Director will report the decision to the complainant, respondent, supervisors, and department directors in the departments in which the complainant and respondent work.

REPORTING IMPROPER GOVERNMENTAL ACTIONS

The City encourages employees to report improper governmental actions taken by City of Marysville officers or employees, and it protects employees who have reported improper governmental actions in accordance with City policies and procedures.

As used in this policy, the following terms have specific meanings as defined below.

- *Improper governmental action*: Actions by a City of Marysville officer or employee that are:
 - Undertaken in the performance of the officer's or employee's official duties, whether or not the action is within the scope of the employee's employment.
 - In violation of any federal, state, or local law or rule, is an abuse of authority, is of substantial danger to the public health or safety, or is a gross waste of public funds.

"Improper governmental action" does not include personnel actions, including but not limited to, employee grievances, complaints, appointments, promotions, transfers, assignments, reassignments, reinstatements, restorations, re-employments, performance evaluations, reductions in pay, dismissals, suspensions, demotions, written or verbal warnings, violations of collective bargaining or civil service laws, alleged violations of labor agreements, or reprimands.
- *Retaliatory action*: Any adverse change in the terms and conditions of employment or hostile actions by another employee towards a local government employee that were encouraged by a supervisor, senior manager, or official.
- *Emergency*: Circumstances that if not immediately changed may cause damage to persons or property.

Procedures For Reporting

City employees who become aware of improper governmental actions should raise the issue first with their supervisors. If requested, employees shall submit a written report to their supervisors, or to some person designated by their supervisors, stating in detail the basis for their belief that an improper governmental action has occurred. Where employees reasonably believe the improper governmental action involves their supervisor, employees may raise the issue directly with the CAO or Assistant Human Resources Director.

In an emergency, where employees believe that damage to persons or property may result if action is not taken immediately, employees may report the improper governmental action directly to the appropriate government agency with responsibility for investigating the improper action.

Supervisors or the CAO or designee, shall take prompt action to assist the City in properly investigating the report of improper governmental action. City officers and employees involved in the investigation shall keep the identity of reporting employees confidential to the extent possible under law, unless employees authorize their identity disclosure in writing. After investigations are completed, employees reporting improper governmental actions shall be advised by a summary of the results of the investigation, except that personnel actions taken as a result of the investigation may be kept confidential.

City employees may report information about improper governmental action to the appropriate government agency with responsibility for investigating the improper action if they reasonably believe that an adequate investigation has not been undertaken by the City to determine whether an improper governmental action occurred, insufficient action has been taken by the City to address the improper governmental action, or the improper governmental action is likely to recur. A list of agencies responsible for investigating improper governmental action is included in this handbook. It is not intended to be all-inclusive.

City employees who fail to make a good faith attempt to follow the City's procedures in reporting improper governmental action shall not receive the protections provided by the City in these procedures.

Protection Against Retaliatory Action

City officials and employees are prohibited from taking retaliatory action against City employees because they have in good faith reported improper governmental actions.

Employees who believe that they have been retaliated against for reporting an improper governmental action should advise their supervisors or the CAO or designee. City officials and supervisors shall take appropriate action to investigate and address complaints of retaliation.

If employees' supervisors or the CAO or designee do not satisfactorily resolve employees' complaints of retaliation in violation of this policy, employees may obtain protection under this policy and pursuant to state law by providing a written notice to the Marysville City Council that specifies the alleged retaliatory action and the relief requested.

Employees shall provide a copy of their written charge to the CAO no later than 30 days after the occurrence of the alleged retaliatory action. The City shall respond within 30 days to the charge of retaliatory action; provided, if the charge warrants an unusual amount of investigation, the City may extend the time for responding up to 30 additional days.

After receiving either the response of the City or 30 days after the delivery of the charge to the City, employees may request a hearing before a state administrative law judge to establish that a retaliatory action has occurred and to obtain appropriate relief provided by law. Employees seeking a hearing should deliver the request for hearing to the CAO at the earliest of either 15 days of delivery of the City of Marysville's response to the charge of retaliatory action or 45 days of delivery of the charge of retaliation to the City of Marysville for response.

Upon receipt of request for hearing, the City shall apply within five working days to the Washington State Office of Administrative Hearings for an adjudicative proceeding before an administrative law judge: Office of Administrative Hearings, P.O. Box 42488, 4224 Sixth SE, Rowe Six, Bldg. 1, Lacey, WA 98504-2488, (206) 459-6353.

The City will consider all recommendations provided by the administrative law judge, including but not limited to a recommendation that the retaliator be suspended or dismissed.

Enforcement Responsibilities

The CAO or designee is responsible for implementing the City's policies and procedures for reporting improper governmental action and for protecting employees against retaliatory actions. This includes ensuring that this policy and procedures are permanently posted where all employees have reasonable access to them, made available to any employee upon request, and provided to all newly-hired employees. Managers and supervisors are responsible for ensuring the procedures are fully implemented within their areas of responsibility. Violations of this policy may result in disciplinary action, including but not limited to a written reprimand, suspension, and/or termination.

Following is a list of agencies responsible for enforcing federal, state and local laws and investigating other issues involving improper governmental action. Employees having questions about these agencies or the procedures for reporting improper governmental action are encouraged to contact Human Resources.

CITY OF MARYSVILLE

Marysville City Attorney
Weed, Graafstra, & Benson, Inc. , P.S.
21 Avenue A
Snohomish, WA 98290
(425)259-9199

Snohomish County Prosecutor
3000 Rockefeller
M/S 504 Everett, WA 98201
(425)388-3333

Marysville Police Department
1635 Grove St
Marysville, WA 98270
(360)363-8300

Human Rights Commission
402 Evergreen Plaza, Bldg FJ-41
511 S Capitol Way
Olympia, WA 98504-2490
1-800-233-3247

STATE OF WASHINGTON (cont'd)

Puget Sound Partnership
(Water Quality)

STATE OF WASHINGTON

Department of Labor and Industries
315 5th Ave S Ste.200
Seattle, WA 98104-2607
(206)515-2800

State Department of Ecology
3190 160th SE
Bellevue, WA 98008-5452
(425) 649-7000

Attorney General's Office
Labor & Industries Division
315 5th Ave Ste 2000
Seattle, WA 98119
(206)515-2800

Domestic Violence Hotline
1-800-562-6025

UNITED STATES (cont'd)

National Transportation Safety Board
19518 Pacific Hwy S Ste 201

PO Box 40900
Olympia, WA 98504-0900
1-800-547-6863

Department of Social & Health Services
Special Investigation Office
5200 Southcenter Blvd Ste 23
Tukwila, WA

Department of Natural Resources
PO Box 47000
1111 Washington St SE
Olympia, WA 98504-7000
(206)464-6094

UNITED STATES

State Department of Health
Health Consumer Assistance
PO Box 4789
Olympia, WA 98504-7891
(800)525-0127

US Attorney
700 Stewart St Ste 5220
Seattle, WA 98174-1093
(206)389-5800

Department of Interior
US Fish & wildlife Services
Division of Law Enforcement
121 107th NE
Bellevue, WA
(425)883-8122

Government Accounting Office Fraud Hotline
1-800-424-5454

Environmental Protection Agency
Criminal Investigations
1200 6th Ave (CRE 164)
Seattle, WA
(206) 553-2899

Seattle, WA 98188
(206)870-2200

Department of Health & Human Services
Food & Drug Administration
22201 23rd Dr SE
Bothell, WA

Equal Employment Opportunity Commission
909 First Avenue Ste 400
Seattle, WA 98104-1061
1-(800)-669-4000

Department of Justice
Drug Enforcement Administration
400 2nd Ave W
Seattle, WA 98119
(206) 553-5443

Department of Labor
Occupational Safety & Health (OSHA)
1111 3rd Ave Ste 715
Seattle, WA
(206)553-5930

Department of Transportation
Office of Inspector General
Auditing/Inspecting
915 2nd Ave Rm 644
Seattle, WA 98178
(206)220-7754

Department of Treasury
Bureau of Alcohol, Tobacco & Firearms
Law Enforcement Division
915 2nd Ave Rm 806
Seattle, WA 98174
(206)220-6456

STANDARDS OF CONDUCT

EMPLOYEE BEHAVIORAL EXPECTATIONS

City government exists to provide services to its citizens, and City employees have a long tradition of providing exemplary service to the public. The following behavioral expectations support high quality service delivery.

Employees are personally and professionally accountable for providing essential services to the public.

- Be polite, courteous, and cooperative when interacting with internal and external customers and the general public.
- Be accountable for one's own job performance, while recognizing that all jobs are reliant on the work of others. Team members are interconnected with coworkers and managers, and every employee's work affects the team's ability to perform effectively.
- Perform all job duties to meet established job standards, and notify the supervisor when backlogs or unexpected work may result in a delay in completing essential tasks. Seek assistance from one's supervisor or manager to resolve problems or difficulties that interfere with the ability to perform one's work.

Employees represent the City in customer service transactions.

- Provide customers with accurate information about services, regulations and processes.
- Respond in a timely and professional manner, politely and courteously, while providing clear and concise information.
- Provide the customer with information about alternatives if unable to address their concerns directly or if the request is not feasible.

Integrity and high ethical standards are essential to maintain public trust in City services.

- Work honorably and professionally, providing a full day of good effort for a full day of pay. Integrity means that one's words and actions are the same when speaking with peers, supervisors, or other professionals.
- Perform job duties within the ethical standards of the organization, and always act to further the mission, vision, and values of the organization. If ethical standards or guidelines are unclear in a specific situation, ask the supervisor for information or clarification.

Mutual respect is an essential part of professional relationships; it is required, not earned, in all interactions.

Trust, the expectation that the other person will demonstrate integrity and responsibility, is earned.

- Give people the benefit of the doubt, believing that everyone is trying to do their best.
- Listen to people without making a judgment, and make a concerted effort to understand their perspective; understanding their perspective does not necessarily mean agreeing with it.
- Avoid using insulting, threatening, or offensive language.
- Avoid making jokes about other employees including, but not limited to, jokes about work performance, ethnicity, or personal appearance.

Teamwork is expanding one's perspective from simply performing individual tasks to helping achieve the City's overall mission and goals.

- Assist, encourage, and support coworkers.
- Look for ways to energize and support the work of coworkers so the department's work is accomplished with less difficulty and greater employee satisfaction.
- Take pride in the achievements of the team. Group recognition for a job "well done" is a foundation for receiving future recognition and far outweighs the brevity of congratulations directed at a single individual.
- Recognize that conflict will occur in the workplace, and manage it by dealing directly with the individual, rather than involving third parties. Focus on the common goal in an effort to collaborate with coworkers or reach a compromise that supports that goal.
- Be honest in sharing ideas, opinions, and perspectives without criticizing, finding fault, or undermining the views of others. Direct feedback to the idea or concept not at the individual offering it. Give honest but respectful feedback.
- Avoid spreading gossip and rumors, hearsay information that is passed from one person to another and is meant to discredit a third person; do not tolerate it from others because it sabotages the team's ability to work together effectively. It is disrespectful, nonproductive, and a selfishly-motivated act that interferes with employees' successful job performance.

The safety of employees and the public is an overriding responsibility of the City.

- Comply with safety regulations, work proactively to reduce workplace hazards, prevent accidents, and refresh safety skills.
- Secure and maintain certifications or licenses required to perform assigned job duties.
- Wear protective clothing, and use appropriate safety equipment as required.
- Practice good defensive driving at all times; promptly report all accidents, injuries, or hazardous conditions to one's supervisor or manager.

EMPLOYEE DRESS AND PERSONAL APPEARANCE

Employees are expected to maintain their attire, grooming, and personal hygiene in a manner appropriate to perform their work safely and present a favorable and professional image to the public. Departments requiring uniforms may establish their own dress codes to supplement this policy. Medical exceptions to this policy are subject to approval of department directors.

Employees must wear clothing and shoes that are neat, clean, and in good condition. Hair should be neat, clean, and well-trimmed or arranged, and facial hair must be neatly groomed. Tattoos and body piercing, except for ear piercing and tasteful tattoos, should not be visible.

Office staff and other employees who have regular contact with the public must wear appropriate business attire. Jeans and athletic-type footwear are generally not appropriate for office attire, except as described below. Other inappropriate attire includes, but is not limited to: extremely tight pants, leggings and spandex; tee shirts with slogans, sports insignia or other writing on them; tank tops with straps less than two inches wide; short or cropped tops that expose skin at the abdomen; sweatpants, sweatshirts or workout attire; clothing that is excessively revealing, distracting, or provocative; skirts that are excessively short; and shorts.

Some of the attire listed above may be appropriate and allowed when considered part of a department's uniform, suitable for regular work duty (such as recreation or athletic programs), worn for special events, or specifically authorized by department directors.

Tee shirts and sweatshirts with the City logo or other tasteful logos may be acceptable attire, depending upon the work environment. When wearing clothing with the City logo, employees appear to represent the City; employees should not wear City logo clothing during off-work hours.

The City has designated Friday as "business casual" day. "Business casual" attire often includes jeans and a sport shirt or other casual attire which is appropriate for the work place as defined in this policy. Employees are still expected to be neat, clean, and well-groomed. Supervisors, however, may require regular business attire as they deem appropriate.

Employees who have sincerely held religious beliefs that affect their dress and personal appearance should talk with their supervisor about potential accommodations under Title VII of the 1964 Civil Rights Act.

Supervisors, managers, and directors will ensure compliance with this policy. Employees who violate this policy may be instructed to leave the premises to change clothes and/or be subject to disciplinary action. Time necessary to correct one's appearance is leave without pay.

The City may provide a clothing allowance for some positions.

TOBACCO USE

Smoking and tobacco use represent a significant health risk to both smokers and nonsmokers in the work environment. Employees are prohibited from using tobacco in any form in all public and nonpublic areas of City-owned facilities and City vehicles during their scheduled work time. Tobacco use includes the possession of a lighted cigarette, lighted cigar, lighted pipe, or any other lighted tobacco product and the use of chewing tobacco, snuff, and other varieties of smokeless tobacco.

The prohibition against tobacco use in City-owned facilities and vehicles includes, but is not limited to City buildings, vehicles and drivable equipment, and recreation facilities. Vehicles and drivable equipment includes front-end loaders, tractors, riding mowers and backhoes. Recreation facilities include activity centers, community centers, and supporting building facilities. Smoking is also prohibited within 25 feet of building entrances, exits, windows that open, and ventilation intakes.

Employees may use tobacco during nonwork time, such as designated breaks and meal periods but shall never use it in the prohibited areas as described in this policy. Tobacco users are to maintain designated smoking areas free of litter by properly disposing of cigarette and cigar butts, ashes, etc. Chewing tobacco, snuff, and other varieties of smokeless tobacco residue, including "spit", must be collected in a container, sealed, and placed in the lined trash receptacles provided.

Employees who violate this policy are subject to disciplinary action up to and including termination.

Smoking cessation may be a covered benefit under the City's medical insurance plan.

OUTSIDE EMPLOYMENT

Employees engaged in outside employment must notify their department director. Employees shall not hold a job with an outside employer or be self-employed if outside work contributes to reduced effectiveness at their City job; in these cases, employees will be given the choice of terminating either their City employment or the outside employment. If an employee is injured as a result of an accident during the outside employment, the other employer's benefits must be used to the degree available before receiving coverage from the City's benefit plans.

Commissioned police employees are subject to the terms of the Standard Operating Procedures on outside employment.

GARNISHMENTS

Employee who have had their earnings garnished for the satisfaction of three or more separate indebtednesses within a period of 12 consecutive months will be discharged, unless the CAO determines that the employee should not be discharged due to extenuating circumstances.

MEDIA INQUIRIES

All media inquiries and non-customer service related general inquiries should be referred to department directors. The CAO may delegate the authority to respond to media inquiries without prior approval to specific employees. Questions about employee references or other information concerning current or former employees must be referred to the Human Resources office.

COMPLAINT PROCEDURE

The City recognizes that sometimes situations arise in which employees feel that they have not been treated fairly or in accordance with City rules and procedures. Employees should use the following procedures for resolving complaints.

Step 1: Employees should first try to resolve complaints with their immediate supervisors.

Step 2: When normal communication between employees and supervisors is not successful, or when employees disagree with the application of City policies and procedures, employees should file written complaints with their department directors. Department directors should meet with employees within five working days and respond to employees in writing within five working days after the meeting.

Step 3: If employees are not satisfied with the response from their department directors, they may submit the issue, in writing, to the CAO. If the complaint is with the CAO, the written complaint should be directed to the Mayor. The written complaint must be filed within ten working days of the occurrence leading to the complaint, or ten working days after the employee became aware of the circumstances.

The written complaint must contain, at a minimum, the following items.

- Description of the problem.
- Specific policies or procedures that employees believe have been violated or misapplied.
- Dates of the circumstances leading to complaints or dates when employees first became aware of those circumstances.
- Remedies sought by employees to resolve complaints.

The CAO should respond in writing within ten working days of receipt of complaints. The CAO's response and decision shall be final.

Some employees may have more than one source of dispute resolution rights, such as civil service rules, collective bargaining agreements, and this complaint process. Employees represented by a bargaining unit or who are covered under civil service rules must follow grievance procedures set out in their respective labor contracts or civil service rules, where applicable. In all other cases, the procedures described in this section shall be used. Under no circumstances shall employees have the right to use both this process and another complaint or appeal procedure that may be available to them.

USE OF CITY RESOURCES

USE OF CITY PROPERTY

Employees shall not request or permit the use of City owned vehicles, equipment, materials, or property for personal convenience or profit, except when such services are available to the public generally or are provided as City policy for the use of those employees in the conduct of official business.

COMPUTER SYSTEMS AND ELECTRONIC COMMUNICATIONS

This policy applies to all City employees, elected, and appointed officials.

Computers, telephones, fax, copy machines, all associated software and peripheral devices, and any other City equipment provided for employee use are the property of the City and are intended solely for use in conducting official City business. All messages sent, received, or stored on the email system, all records of Internet use, and all software installed on computers are the property of the City and may be reviewed, audited, intercepted, accessed, or disclosed by the Mayor or designee without employee authorization.

Employees may use some City equipment for VERY LIMITED personal use, provided that it is done on employees' own time, does not violate any law or City policy, such as harassment or solicitation, and is not used for commercial, religious, charitable, or political activities. Also, this use must not interfere with employees' job performance, disrupt or distract themselves or coworkers from the conduct of City business, and it must not result in additional cost or liability to the City.

Use of City time and resources may be allowed for approved participation in professional organizations related to the employee's official position, upon approval by the CAO. All outgoing messages which do not reflect the official position of the City must include the following disclaimer: "The opinions expressed here are my own and do not necessarily represent those of the City of Marysville."

Internet access is limited to employees who have received prior approval from the CAO or designee. Resources of any kind for which there is a fee, including all Internet sites, must not be accessed or downloaded without prior approval of department directors. Space on public access databases (such as home pages on the World Wide Web) shall not be created without prior approval of the CAO or designee.

Employees not involved in the maintenance or operation of the voicemail and email systems are prohibited from retrieving or reading any voicemail or email sent to other employees without a direct request from the intended recipient.

All electronic records, including information sent via email or posted on the Internet reflects on the City, is public property, and must be retained according to the City's retention schedule and disclosed pursuant to the state's Public Records Act. To ensure compliance, old or unneeded emails, such as informal messages with no retention value (meetings notices, reminders, telephone messages, and informal notes), should be deleted frequently; email that needs to be retained should be copied into a personal folder on the City's computer network.

All email communications must comply with City standards and policies as well as laws such as copyright protection. Exercise due caution when sending confidential or sensitive information electronically.

Employees must protect all system user identifications and passwords, along with voicemail PIN numbers and email account passwords, at all times. Individual passwords must not be printed or stored online. Individual passwords must not be shared with others, and users are prohibited from accessing any City computer system using another user's account or password.

Networked computer systems can easily spread computer viruses, and it is every employee's responsibility to exercise due caution to minimize the risk of viruses. Since email attachments are a common source of viruses, only those received from expected and known business sources may be opened. No external computer files may be downloaded without being properly scanned for viruses.

The City purchases licensed software for employee use for City business. All software must be installed by authorized employees per license agreement. Employees are prohibited from making a copy of software for personal use.

Employees are responsible for taking adequate measures to prevent damage, theft, or loss of City equipment. Laptop computers, in particular, are subject to damage, theft, or loss when removed from City offices.

Use of the City's information or data systems from a personal or company-owned computer through company-owned connections is subject to this policy, too. Use of personal computers to perform city business through non-city owned connections is also subject to the provisions of this policy and the provisions of the state's Public Records Act and records retention schedule.

Employees who abuse City equipment and computing resources are subject to disciplinary action. If these resources are used for purposes that violate federal or state laws, employees may be held legally accountable. City employees who learn of any misuse of software or related documentation within the organization shall immediately notify their immediate supervisors or department directors.

Questions or issues which arise from this policy should be directed to the Finance Director or CAO.

USE OF TELEPHONES AND WIRELESS HANDHELD COMMUNICATIONS DEVICES

Personal use of the City's telephone system and wireless handheld devices is prohibited. Personal calls should be billed directly to the employee's home phone or personal credit card, with the exception of calls necessitated by unanticipated overtime or an emergency.

City-Owned Wireless Handheld Communications Devices

The City requires employees to use its cellular telephones and other wireless handheld communications devices safely while conducting City business. Employees who are issued such devices are expected to limit use of them while driving a City vehicle. Regardless of the circumstances, employees are strongly encouraged to pull off to the side of the road and safely stop the vehicle before placing or accepting a call. Employees are prohibited from placing themselves or others at risk to fulfill business needs.

If it is imperative to accept a call while driving, employees must use a hands-free device per state law. In positions that require regular driving and answering business calls, the City may provide hands-free equipment, if feasible.

Employees are prohibited from sending or receiving text messages via wireless handheld communications devices while operating a motor vehicle or performing a task.

Personal Wireless Handheld Communications Devices

Excessive personal calls and text messaging during the workday, regardless of the communications device used, can interfere with employee productivity and be distracting to others. The City encourages a reasonable standard of limiting personal use of personal wireless handheld devices to rest breaks and meal times. Employees are expected to keep their personal wireless handheld devices off or in silent mode during work hours. Flexibility will be provided in circumstances demanding immediate attention.

Employees are prohibited from using personal wireless devices while operating a City vehicle.

The City is not liable for the loss of personal wireless devices brought into the workplace.

WORKPLACE HEALTH AND SAFETY

EMPLOYEE SAFETY

The City complies with all applicable federal, state, and local health and safety regulations and is committed to providing a safe work environment in which employee exposure to accidental injury and occupational illness is reduced or eliminated. Employees are expected to comply with all federal, state, and local safety and health requirements. The City has a comprehensive accident prevention program—applicable to all employees—to recognize, evaluate, and control occupational safety and health hazards. The Safety and Health Committee assists management in communicating and evaluating workplace safety and health issues.

Employees have the following responsibilities to ensure the health and safety of themselves and coworkers.

- Understand and comply with the safety regulations and procedures.
- Coordinate and cooperate with all employees in attempts to eliminate accidents.
- Apply the principles of accident prevention in daily work, and use proper safety devices and protective equipment as required by the City.
- Properly care for all personal protective equipment.
- Promptly report all industrial injuries or occupational illnesses, regardless of severity, to their supervisors.
- Refrain from wearing torn or loose clothing while working around machinery.
- Refrain from using or being under the influence of drugs or alcohol during work hours.

The City furnishes required safety items—such as steel-toed boots, hard hats, vests, goggles, or gloves—to employees. Uniforms and clothing shall be worn and maintained in a neat and clean condition, at the employee's cost. The City may provide two uniforms per year, or it may rent uniforms to employees as necessary and required to perform their jobs.

USE OF CITY VEHICLES

Employees who operate vehicles owned or leased by the City are required to maintain a valid Washington State driver's license. These employees must notify their supervisor immediately if they no longer have a valid Washington State driver's license. Failure to have a valid Washington State driver's license, if required for the position, may result in disciplinary action.

Employees may not use a vehicle owned or leased by the City for personal purposes, other than de minimis personal use (such as stopping for lunch during a business trip). When a City vehicle is not being used for City business, it shall be parked at a designated location.

Some City positions may receive a vehicle allowance, at the discretion of the CAO, to provide savings in vehicle costs by keeping the vehicle fleet at a minimum.

SUBSTANCE ABUSE

The City strives to maintain a drug and alcohol-free workplace and provide a safe, healthy, and secure work environment for employees and people doing business with the City. The manufacture, distribution, dispensation, possession, use and/or sale of a controlled substance in the workplace and/or during work hours or breaks in the workday is strictly prohibited. Workplace includes City buildings, City-owned premises, public property, City-owned or City-approved vehicles used to perform City functions, including travel to and from the workplace. The workplace also includes activities performed by an employee, whether on City property or not, on City time on behalf of the City. Failure to comply with this policy may result in disciplinary action up to and including termination.

This policy applies to all City employees. City employees working in safety-sensitive positions, including those who are required to hold a commercial driver's license, are subject to additional rules and regulations imposed by the federal government as described in other personnel policies.

Employee are prohibited from reporting to work or remaining on duty while under the influence of unauthorized or illegal drugs and/or alcohol, including medically authorized or over-the-counter drugs that could impair safe work performance. Employees must report to supervisors their medical use of drugs or over-the-counter medications which can impair safe job performance. Management may require an opinion from a licensed medical practitioner as to whether the medication would impair job performance. Failure to report the medical use of such drugs or other substances or failure to provide proper medical authorization can result in disciplinary action up to and including termination.

Reporting Requirements

As a condition of continued employment, employees shall notify their supervisors of their convictions under any criminal drug or alcohol statute or ordinance for a violation occurring in the workplace as defined above. Such notification shall be provided no later than five calendar days after conviction. For purposes of this policy, the term "conviction" shall mean a finding of guilt, including a plea of nolo contendere, or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of federal, state, or municipal drug or alcohol statutes or ordinances. "Criminal drug statute or ordinance" means any federal, state, or municipal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance.

Testing

Employees may be subject to drug and/or alcohol testing when the City reasonably believes they are not fit for duty immediately prior to, during, or immediately after performing their job duties or while on City property. Referral for testing will be based on documented, observable facts. Referrals will be made by supervisory personnel who have received training concerning the signs and symptoms of drug and alcohol use.

Applicants for and employees in safety-sensitive positions are subject to additional testing as outlined in the *Drug and Alcohol Testing for Employees who Operate Commercial Motor Vehicles* policy.

Disciplinary Action

Appropriate disciplinary action will be taken when employees report to the workplace under the influence of a controlled substance or when their job performance is impaired because they are under the influence of drugs or alcohol on the job. The City may investigate as is necessary to verify the use of drugs or alcohol and the nature of the impairment of the employee's job performance. Such investigation may include the performance of drug tests where there is reasonable suspicion that drugs or alcohol have been used. Refusal to submit to drug testing may result in disciplinary action up to and including termination.

Reinstatement

As a condition of eligibility for reinstatement after an employee has been suspended or discharged for violating this policy, employees may be required to satisfactorily complete a drug or alcohol rehabilitation or treatment program approved by the City, at employees' expense. The City does not guarantee reinstatement of employees, nor does the City incur any financial obligation for treatment or rehabilitation ordered as a condition of eligibility for reinstatement.

Employee Assistance Program

The City supports employees who voluntarily seek treatment for alcohol or drug abuse. Employees are encouraged to seek treatment voluntarily and to use the employee assistance program. Employees who notify the City of alcohol or drug abuse problems will be given the assistance extended to employees with any other illness. Sick leave, vacation leave, or leave of absence without pay may be granted for treatment and rehabilitation as with other illnesses. Insurance coverage for treatment is provided to the extent of individual coverage.

Confidentiality and Record Retention

All records related to drug and alcohol testing will be maintained in the Human Resources office in a secure location with controlled access, and information may be released only to those people with a need to know, in compliance with all regulations regarding release of medical records. These records are kept in files separate from employees' general personnel records.

DRUG AND ALCOHOL REQUIREMENTS AND TESTING FOR EMPLOYEES WHO OPERATE COMMERCIAL MOTOR VEHICLES

All City employees are covered by the City's *Substance Abuse* policy; however, the *Drug And Alcohol Requirements and Testing for Employees Who Operate Commercial Motor Vehicles* policy establishes an additional compulsory drug and alcohol compliance and testing program as a condition of employment for employees required to have a commercial driver's license to perform their job duties. This policy complies with regulations issued by the U.S. Department of Transportation and Federal Highway Administration covering employees in safety-sensitive positions, including those required to hold commercial driver's licenses. All questions regarding this policy should be directed to the Assistant Human Resources Director.

Effects of Alcohol and Controlled Substances

The City will provide on-going training to employees about the adverse affects of substance abuse and will provide supervisors with information and procedures to recognize and deal with substance abuse in the workplace. Training for employees will include the provisions of this policy, consequences of prohibited behaviors, testing requirements and procedures, and effects of alcohol and drug use on an individual's health and work environment. Training for supervisors and managers responsible to determine reasonable suspicion of alcohol or drug use will include the provisions of this policy and related procedures and additional training about indicators of probable misuse of drugs.

Prohibited Behavior

Employees are required to comply with federal and state law, including not engaging in the following prohibited behaviors:

- Consuming alcohol while on duty.
- Operating a commercial vehicle within four hours after using alcohol. On-call employees who consume alcohol within four hours of being called in must acknowledge the use of alcohol and may not report for duty.
- Consuming alcohol within eight hours following an accident or until a post-accident alcohol test is given, whichever comes first.
- Reporting for duty or remaining on duty while having an alcohol concentration of 0.04 or more.
- Reporting for duty when using a controlled substance, except when the use is at the instruction of a physician who has advised the employee that the substance does not adversely affect their ability to safely operate a commercial motor vehicle. Employees who are taking a prescription or over-the-counter medication that may impair their ability to perform their duties safely and effectively should provide written notice from their physician or pharmacist with respect to the effects of such substances.

Testing Procedures

The City is a member of the Association of Washington Cities Drug and Alcohol Testing Consortium, which administers this testing program. The consortium contracts with Virginia Mason to conduct the testing services, provide the testing laboratory services, arrange the testing collection sites, and provide the medical review officer functions. The services of a substance abuse professional are available for employees with positive test results. A description of the complete testing protocol is available from the Human Resources office.

Testing

There are six circumstances in which this policy requires testing employees for drug or alcohol use.

- ***Pre-employment***: Applicants applying for positions covered by this policy must pass a drug test as a post-offer condition of employment.
- ***Random***: Employees are subject to random, unannounced alcohol and drug testing.
- ***Reasonable Suspicion***: Employees shall submit to a drug and/or alcohol test when the City reasonably suspects that this policy may have been or is presently being violated. Referrals for testing will be based on contemporaneous, articulable observations made by supervisory personnel who have received training concerning the signs and symptoms of drug and alcohol use.

Alcohol testing for reasonable suspicion may only be conducted just before, during, or after an employee operates a commercial motor vehicle. If removed from duty based on reasonable suspicion of alcohol use, and an alcohol test is not administered within eight hours, the employee will not be allowed to perform or continue to perform covered functions until either an alcohol test is administered and the driver's breath alcohol concentration measures less than 0.02 or 24 hours have elapsed following the determination that there is reasonable suspicion to believe that the employee has violated this policy concerning the use of alcohol.

- ***Post-Accident*** : Following an accident (as defined in this policy) involving a commercial motor vehicle, the driver is required to submit to alcohol and drug tests when the driver receives a citation under state or local law for a moving traffic violation or where a fatality occurs as a result of the accident. Testing should occur as soon as possible but may not exceed eight hours after the accident for alcohol testing and 32 hours after the accident for drug testing. Drivers who are subject to post-accident testing must remain readily available for such testing and may not take any action to interfere with testing or the results of testing. Drivers who do not comply with post-accident testing requirements will be considered to have refused to submit to testing and will be subject to sanctions for refusal to test.
- ***Return to Duty***: Employees who have violated this policy, including those who have tested positive on a drug or alcohol test, and who under the discipline policy are allowed to return to work, must test negative prior to being released for duty.

- Follow-up: Employees who are referred for assistance related to alcohol misuse and/or use of drugs are subject to unannounced follow-up testing for a period not to exceed 60 months as directed by a Substance Abuse Professional and the City. The number and frequency of follow-up tests will be determined by the Substance Abuse Professional and the City, but will not be less than six tests in the first 12 months following employees' return to duty.

Employees who test positive for drugs may request a second test of the remaining portion of the split sample within 72 hours of notification of a positive test result by the Medical Review Officer.

Alcohol concentration results of less than 0.02 are considered negative for purposes of this testing program. Pursuant to federal law, employees having a breath alcohol concentration of at least 0.02 but less than 0.04 shall be removed from duty requiring driving a commercial motor vehicle for at least 24 hours, and employees having a breath alcohol concentration of 0.04 or more shall be removed from duty requiring driving a commercial motor vehicle for at least 60 consecutive days.

Definitions

The following are definitions of some key words in this policy.

- Accident: An occurrence involving a commercial motor vehicle on a public road which results in: (1) a fatality, (2) bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident, or (3) one or more motor vehicles incurring disabling damage requiring the vehicle to be transported away from the scene by a tow truck or other vehicle.
- Driver: Employees whose positions may involve driving a commercial motor vehicle and that require the possession of a commercial driver's license.
- Commercial Motor Vehicle: A vehicle that either: (1) has a gross vehicle weight of over 26,000 pounds (including combined weight if towed unit weighs over 10,000 pounds), (2) is designed to transport 16 or more persons, including the driver, or (3) is used to transport hazardous materials.
- Drugs: Marijuana, cocaine, opiates, phencyclidine, and amphetamines.
- Medical Review Officer (MRO): Licensed physician responsible for receiving and interpreting laboratory results from the urine drug tests.
- Safety-sensitive Position: Positions associated with the driving of commercial motor vehicles.
- Substance Abuse Professional (SAP): Licensed physician, licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis

and treatment of alcohol and drug-related disorders. The SAP is responsible for evaluating employees with positive test results.

Refusing to Submit to a Required Test

Employees shall not refuse to submit to an alcohol or drug test as directed under this policy. Refusing to submit to a required test is considered the same as a positive test result. Refusing to submit to a required test includes, but is not limited to, the following actions.

- Leaving the scene of an accident without a valid reason before the tests have been conducted.
- Failing to immediately report to the collection site.
- Failing to remain at the collection site until the process is complete.
- Failing to provide sufficient quantities of breath, saliva, or urine for testing without a valid medical explanation.
- Failure to permit a monitored or observed urine collection.
- Interfering with the collection procedure.
- Tampering with or attempting to adulterate the specimen.
- Having a test result reported by the MRO as adulterated or substituted.

Disciplinary Action

Employees will be subject to appropriate disciplinary action, up to and including termination, if they test positive for drug or alcohol use or engage in prohibited behaviors as described in this policy. Employees will be advised of resources available to them to evaluate or resolve problems associated with drug use or alcohol misuse, regardless of disciplinary actions taken.

Even if employees are not terminated for violations of this policy, they will immediately be removed from duties requiring driving a commercial motor vehicle. They will not be permitted to return to work unless they have been evaluated by a qualified SAP, followed the rehabilitation prescribed, and they have a verified negative result on a return-to-duty alcohol and/or drug test.

Upon completion of a recommended rehabilitation program and successful return to work, employees will be subject to follow-up random testing for up to 60 months as recommended by the SAP and the City, with a minimum of six such unscheduled tests within the first twelve months of returning to duty.

Information From Previous Employers

Applicants for positions covered under this policy who have worked as drivers of commercial motor vehicles during the previous two years must authorize their previous employers to release their records of applicants' positive alcohol or drug tests or refusals to be tested to the

City. The City will make a good faith effort to obtain and review the information from prior employers within 14 days of new employees performing safety-sensitive duties for the first time.

If records from previous employers contain either positive test results or refusals to be tested within the past two years, job candidates and new employees are prohibited from driving commercial motor vehicles unless subsequent information indicates that an evaluation by a substance abuse professional was made and return-to-duty testing was administered. The City may provide job candidates and new employees with names of substance abuse professionals qualified to conduct return-to-duty testing; however, the cost of this testing will be paid by the job candidate or new employee.

Employee Assistance Program

The City supports employees who voluntarily seek treatment for alcohol or drug abuse. Employees are encouraged to seek treatment voluntarily and to use the employee assistance program. Employees who notify the City of alcohol or drug abuse problems will be given the assistance extended to employees with any other illness. Sick leave, vacation leave, or leave of absence without pay may be granted for treatment and rehabilitation as in other illnesses. Insurance coverage for treatment is provided to the extent of individual coverage.

Participation in drug and alcohol abuse programs, however, may not interfere with the tests required by these rules. For example, drivers may not identify themselves as unfit to drive after having been notified of a random or reasonable suspicion test and expect to avoid the consequences for a positive test or a refusal to test. Also, voluntarily seeking assistance does not excuse any failure to comply with all of the provisions of this policy or other City policies.

WORKPLACE VIOLENCE

The City of Marysville strives to provide employees a safe and secure environment that is free from violence. The City does not tolerate workplace violence committed by or against employees, and any form of workplace violence will be acted upon immediately.

Threat of Immediate Danger

If employees or anyone else in the workplace are in immediate danger, they should move out of danger, call 911 immediately, and inform a supervisor or manager as soon as possible. If employees confront or encounter an armed or dangerous person, they should not attempt to challenge or disarm the individual. Employees should remain calm, make constant eye contact, and talk to the individual. If a supervisor can be safely notified of the need for assistance without endangering the safety of employees or others, such notice should be given. Otherwise, employees should cooperate and follow the instructions given.

Employees who believe that they or anyone else in the workplace may be a target for workplace violence must inform a supervisor as soon as possible. All reports of violence or

suspicion of violent behavior will be taken seriously, handled in a confidential manner, and information will be released on a need-to-know basis.

Prohibited Conduct

City employees are prohibited from engaging in any violent behavior towards others, with the exception of law enforcement officers who are acting in an official capacity. Prohibited conduct can include oral or written statements, gestures, or expressions that communicate in a direct or indirect manner an intent to engage in any of the conduct described below.

The following list of prohibited behaviors is not exclusive.

- Causing physical injury to another person.
- Making threatening remarks.
- Showing aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress.
- Intentionally damaging City property or property of another employee.
- Possessing a weapon while on City property or while on City business, except people engaged in law enforcement, military activities sponsored by the federal or state government, or anyone else who must carry a concealed weapon as part of their job duties.
- Intimidating or verbally or physically abusing another person.
- Committing acts motivated by or related to domestic violence.

Reporting Procedures and Enforcement

Employees who witness or are involved in a workplace violence situation must have as their first priority their own safety and the safety of those around them. The following procedures should be followed to the extent possible consistent with this goal.

- Employees must report potentially dangerous situations immediately. Employees who are subject to or observe violent behavior or threat of violent behavior, a firearm or other weapon, or other situation that appears to be potentially dangerous, must immediately report the action to their supervisor, manager, department director, or the Human Resources office. If the conduct involves the employee's supervisor or manager, then the employee must report the incident to another supervisor, manager, or Human Resources office.
- Employees who have obtained restraining or no contact orders against another person are to report this information to their supervisor, manager, department head, or the Human Resources office.
- Supervisors, managers, department directors, or the Human Resources staff will take immediate action to resolve workplace violence incidents. Reports of violence will be evaluated immediately and confidentially.

- The Human Resources staff will assist supervisors, managers, and department directors in investigating and preparing documentation for action concerning an incident of violent behavior. In some cases, a referral to the employee assistance program may also be appropriate. Employees who have information related to the investigation are required to participate, and failure to do so is cause for disciplinary action.
- Retaliation or attempted retaliation is a violation of this policy and is cause for disciplinary action up to and including termination. Acts of retaliation should be reported to department directors or the Assistant Human Resources Director.

Threats, threatening conduct, or other acts of aggression or violence in the workplace will not be tolerated. Employees who violate this policy will be subject to disciplinary action up to and including termination. Nonemployees engaged in violent acts on City premises will be reported to the proper authorities and fully prosecuted.

OTHER PERSONNEL POLICIES AND PROGRAMS

TRAVEL EXPENSES

Officers and employees of the City will be reimbursed for expenses incurred on behalf of the City during the performance of official duties as allowed by the Marysville Municipal Code. The City does not reimburse or compensate employees for time or expenses incurred in commuting to or from employees' homes to their workplaces.

EMPLOYEE APPRECIATION AND RECOGNITION

The City of Marysville recognizes that its employees are its most important asset and resource for providing high quality public services to the citizens of Marysville. The City appreciates and recognizes the value of exceptional employee performance that contributes to improved service, quality, productivity, and/or employee actions that are beneficial to the community. The City also recognizes the tradition of hard and often exemplary work and dedication to public service among its employees. The employee appreciation and recognition program provides a means of honoring employees, both individuals and teams, for years of service, exceptional performance, and behavior both in the workplace and community.

Employees, managers, and citizens may nominate an employee (or group of employees) for recognition at any time. Nominations for awards will be made public. Written nominations, stating the positive contribution(s) of the employee are submitted to department directors. Department directors present and discuss nominations with the Selection Committee. The Selection Committee—comprised of City employees representing several departments, varying levels of the organization, and both represented and nonrepresented employees—reviews the nominations and makes recommendations to the CAO for consideration and action. The Mayor and CAO make final decisions to recognize employees under this program.

Awards are usually presented at department staff meetings and/or City Council meetings. City employees and City Councilmembers will be invited to attend appreciation or award events at the City's expense. Employees' spouses, guests, and interested citizens will be invited to attend at their own expense. Awards recipients will be announced, and award presentations will be publicized.

The Mayor and CAO may, at their discretion, present individual employees with a gift or gift certificate or a group of employees with a group-oriented recognition such as a pizza lunch or ice cream feed.

This program is designed to recognize a wide variety of employee achievements, employee team efforts, and contributions made by individuals to the successful operation of City services. Individuals and teams are eligible to receive recognition in the following categories. Other categories of awards may be added or eliminated as deemed appropriate by the Selection

Committee. The Selection Committee will determine and announce criteria for additional categories.

- Recognition of Continuous Service: Regular status employees will be recognized for their years of service for the City and receive a service award for completing 5, 10, 15, 20, 25, 30, 35, 40, and 45 years of service.
- Recognition of Retirement: An employee retiring from service with the City of Marysville may receive this award.
- Safety Award: Employees may be recognized for excellent safety records and/or acts that result in an improved City safety program.
- Excellence in Public Service:
 - Extraordinary effort and/or continuous excellence in service to the public.
 - Implementation of innovative and practical new work methods, programs, or cost-saving solutions that have a substantial impact on improving service and efficiency.
 - Outstanding professionalism and competence in completion or implementation of a project with significant benefit to the community or City.
 - Consistent and outstanding performance at work (that is, employee regularly finds "better-ways-to-do-it," is a problem solver, expediter, assists others do their jobs better, or serves as mentor, teacher, or role model for others).
 - Exceptional community volunteerism with a positive impact on the lives of others.
 - Heroism in response to an emergency situation.
 - Other meritorious performance or actions of a similar nature.

The employee appreciation and recognition program is funded in the budget for human resources programs, and all City expenditures for employee appreciation and recognition activities must come from funds appropriated in the current budget. Purchases and all other related accounting activities must comply with applicable City procedures for City-funded activities.

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: January 11, 2010

AGENDA ITEM: Amendments to Chapter 19.24 MMC, <i>Critical Areas Management</i>	AGENDA SECTION: New Business	
PREPARED BY: Shawn Smith, P.E, Engineering Services Manager	APPROVED BY:	
ATTACHMENTS: 1. Proposed Code Amendments to Chapter 19.24 MMC. 2. Adopting Ordinance for Chapter 19.24 MMC.		
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

DESCRIPTION:

Revisions to 19.24.150 & 19.24.270 are proposed to require performance security, not maintenance security. Performance security will ensure an applicant will comply with the critical areas enhancement, monitoring and maintenance provisions outlined in Chapter 19.24 MMC, as was intended with the adoption of Ordinance No. 2785.

The proposed revisions have been reviewed by City staff and the City Attorney's office.

RECOMMENDED ACTION: Staff recommends the City Council adopt the modifications to Chapter 19.24 MMC, as proposed.
COUNCIL ACTION:

IT IS HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE AS FOLLOWS:

Section 1. MMC 19.24.150 (2) is hereby amended to read as follows:

(2) A contingency plan shall be established for compensation in the event that the mitigation project is inadequate or fails. Security for ~~maintenance-performance~~ in accordance with Chapter 19.51 MMC is required for performance, monitoring and maintenance in accordance with the terms of the mitigation agreement. The security for ~~maintenance-performance~~ shall be for a period of five years, but the community development department may agree to reduce the security in phases in proportion to work successfully completed over the duration of the security.

(a) During monitoring, use scientific procedures for establishing the success of failure of the project;

(b) For vegetation determinations, permanent sampling points shall be established;

(c) Vegetative success equals 80 percent survival of planted trees and shrubs and 80 percent cover of desirable understory or emergent species;

(d) Submit monitoring reports on the current status of the mitigation project to the community development department. The reports are to be prepared by a qualified scientific professional and reviewed by the community development department and should include monitoring information on wildlife, vegetation, water quality, water flow, storm water storage and conveyance, and existing or potential degradation, and shall be produced on the following schedule:

(i) At time of construction;

(ii) Thirty days after planting;

(iii) Early in the growing season of the first year;

(iv) End of the growing season of first year;

(v) Twice the second year; and

(vi) Annually thereafter;

(e) Monitor between three and five growing seasons, depending on the complexity of the wetland system. The time period will be determined and specified in writing prior to the implementation of the site plan;

(f) If necessary, correct for failures in the mitigation project;

(g) Replace dead or undesirable vegetation with appropriate plantings, based on the approved planting plan or MMC 19.24.140;

(h) Repair damages caused by erosion, settling or other geomorphological processes;

(i) Redesign mitigation project (if necessary) and implement the new design; and

(j) Correction procedures shall be approved by a qualified scientific professional and the community development department.

Section 2. MMC 19.24.270 (2) is hereby amended to read as follows:

(2) A contingency plan shall be established for compensation in the event that the mitigation project is inadequate or fails. Security for ~~maintenance-performance~~ in accordance with Chapter 19.51 MMC is required for performance, monitoring and maintenance in accordance with the terms of the contingency plan. The security for ~~maintenance-performance~~ shall be for a period of five years, but the community development director may agree to reduce the security in phases in proportion to work successfully completed over the duration of the security.

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON MAKING TECHNICAL CORRECTION TO SPECIFY THE FORM OF SECURITY FOR PERFORMANCE UNDER CHAPTER 19.24 MMC, CRITICAL AREAS MANAGEMENT, BY AMENDING SECTION(S) 19.24.150 AND 19.24.270 MMC

WHEREAS, the City adopted Ordinance 2785 on July 27, 2009, consolidating and establishing terms for acceptable security for performance and maintenance of improvements associated with development; and

WHEREAS, Ordinance 2785 incorrectly modified Section(s) 19.24.150(2) and 19.24.270(2) MMC, requiring security for maintenance obligation, rather than security for performance, as was intended with the adoption of Ordinance 2785; and

WHEREAS, the City desires to correct Ordinance 2785 and modify Section(s) 19.24.150 and 19.24.270 MMC, requiring security for performance obligation;

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

Section 1. 19.24.150 MMC is hereby amended to read as follows:

19.24.150 Wetland monitoring program and contingency plan.

(1) A monitoring program shall be implemented to determine the success of the mitigation project and any necessary corrective actions. This program shall determine if the original goals and objectives are being met.

(2) A contingency plan shall be established for compensation in the event that the mitigation project is inadequate or fails. Security for performance in accordance with Chapter 19.51 MMC is required for performance, monitoring and maintenance in accordance with the terms of the mitigation agreement. The security for performance shall be for a period of five years, but the community development department may agree to reduce the security in phases in proportion to work successfully completed over the duration of the security.

(a) During monitoring, use scientific procedures for establishing the success of failure of the project;

(b) For vegetation determinations, permanent sampling points shall be established;

(c) Vegetative success equals 80 percent survival of planted trees and shrubs and 80 percent cover of desirable understory or emergent species;

(d) Submit monitoring reports on the current status of the mitigation project to the community development department. The reports are to be prepared by a qualified scientific professional and reviewed by the community development department and should include monitoring information on wildlife, vegetation, water quality, water flow, storm water storage and conveyance, and existing or potential degradation, and shall be produced on the following schedule:

(i) At time of construction;

(ii) Thirty days after planting;

- (iii) Early in the growing season of the first year;
 - (iv) End of the growing season of first year;
 - (v) Twice the second year; and
 - (vi) Annually thereafter;
- (e) Monitor between three and five growing seasons, depending on the complexity of the wetland system. The time period will be determined and specified in writing prior to the implementation of the site plan;
- (f) If necessary, correct for failures in the mitigation project;
 - (g) Replace dead or undesirable vegetation with appropriate plantings, based on the approved planting plan or MMC 19.24.140;
 - (h) Repair damages caused by erosion, settling or other geomorphological processes;
 - (i) Redesign mitigation project (if necessary) and implement the new design;
- and
- (j) Correction procedures shall be approved by a qualified scientific professional and the community development department.

Section 2. 19.24.270 MMC is hereby amended to read as follows:

19.24.270 Fish and wildlife habitat monitoring program and contingency plan.

(1) A monitoring program shall be implemented to determine the success of the mitigation project and any necessary corrective actions. This program shall determine if the original goals and objectives are being met.

(2) A contingency plan shall be established for compensation in the event that the mitigation project is inadequate or fails. Security for performance in accordance with Chapter 19.51 MMC is required for performance, monitoring and maintenance in accordance with the terms of the contingency plan. The security for performance shall be for a period of five years, but the community development director may agree to reduce the security in phases in proportion to work successfully completed over the duration of the security.

(3) The monitoring program shall consist of the following:

(a) During monitoring, best available scientific procedures shall be used as the method of establishing the success or failure of the project;

(b) For vegetation determinations, permanent sampling points shall be established;

(c) For measurement purposes, vegetative success shall equal 80 percent survival of planted trees and shrubs and 80 percent cover of desirable understory or emergent species;

(d) Monitoring reports shall be submitted on the current status of the mitigation project to the community development department. The reports shall be prepared by a qualified scientific professional and reviewed by the City, shall to the extent applicable include monitoring information on wildlife, vegetation, water quality, water flow, stormwater storage and conveyance, and existing or potential degradation, and shall be produced on the following schedule:

(i) At time of construction;

(ii) Thirty days after planting;

(iii) Early in the growing season of the first year;

(iv) End of the growing season of first year;

(v) Twice the second year; and

(vi) Annually thereafter;

(e) Monitoring shall occur three, four, or five growing seasons, depending on the complexity of the fish and wildlife habitat system. The monitoring period will be

determined by the community development department and specified in writing prior to the implementation of the site plan;

(f) The applicant shall if necessary, correct for failures in the mitigation project;

(g) The applicant shall replace dead or undesirable vegetation with appropriate plantings, based on the approved planting plan or MMC 19.24.140;

(h) The applicant shall repair damage caused by erosion, settling, or other geomorphological processes;

(i) Correction procedures shall be approved by a qualified scientific professional and the community development department; and

(j) In the event of failure of the mitigation project, the applicant shall redesign the project and implement the new design.

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

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2010.

CITY OF MARYSVILLE

By: _____
DENNIS KENDALL, MAYOR

Attest:

By: _____
TRACY JEFFRIES, CITY CLERK

Approved as to form:

By: _____
GRANT K. WEED, CITY ATTORNEY

Date of Publication: _____

Effective Date: _____
(5-days after publication)

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: January 11, 2010

AGENDA ITEM: Amendments to Chapter 19.51 MMC, <i>Security for performance and Maintenance</i>	AGENDA SECTION: New Business	
PREPARED BY: Shawn Smith, P.E, Engineering Services Manager	APPROVED BY:	
ATTACHMENTS: 1. Proposed Code Amendments to Chapter 19.51 MMC. 2. Adopting Ordinance for Chapter 19.51 MMC.	MAYOR	CAO
	AMOUNT:	
BUDGET CODE:		

DESCRIPTION:

The Security for Performance and Maintenance code section 19.51 became effective August 3, 2009. Since this time, developers have had extreme difficulty getting companies to write bonds in the City of Marysville. The proposed revisions will allow developers to obtain bonds in the City, while still protecting the City's interests by allowing a reasonable time line for corrective measures to be taken by the Security.

Revisions to 19.51.040 are proposed to clarify the amount of required Security for Performance and Maintenance with respect to administrative and legal costs. This change will result in a more justifiable and affordable security amount.

The proposed revisions have been reviewed by City staff and the City Attorney's office, along with a representative from Insko-Dico, a major security writer in the City of Marysville.

RECOMMENDED ACTION: Staff recommends the City Council adopt the modifications to Chapter 19.51 MMC, as proposed.

COUNCIL ACTION:

Chapter 19.51
SECURITY FOR PERFORMANCE AND MAINTENANCE

Sections:

- 19.51.010 Purpose.
- 19.51.020 Security for performance – Form.
- 19.51.030 Security for maintenance – Form.
- 19.51.040 Amount of obligation.
- 19.51.050 Adjustment to amount of obligation for type of security – Changed circumstances.
- 19.51.060 Enforcement against security.
- ~~19.51.070 Forfeiture of security.~~
- ~~19.51.080 – 19.51.070~~ Release of security.
- ~~19.51.090 – 19.51.080~~ Right to refuse security.

19.51.010 Purpose.

The purpose of this chapter is to establish consistent standards for the acceptance of security to insure the completion of improvements associated with development and to insure warranty for the improvements completed. This chapter should be liberally construed. It is the intent of the City to exercise the maximum authority allowed under state law to protect the citizens of the City and to hold development accountable for the timely completion and maintenance of improvements. (Ord. 2785 § 1, 2009).

19.51.020 Security for performance – Form.

Whether in the form of a bond, irrevocable letter of credit, or assignment of cash deposit, the undertaking for performance shall contain the following provisions:

- (1) A stated amount calculated in accordance with the requirements of this chapter;
- (2) A detailed description of the improvements to be completed and the deadline by which completion must occur;
- (3) A provision reading as follows:

~~The security for performance is obligated, bound and guarantees completion of the work by the deadline. If the work is not fully completed by the deadline to City standards, then the party bound shall upon receipt of a Notice from City to complete the work within thirty days of demand from the City make a written commitment to the City that it will either (the "thirty (30) day deadline"), the work shall be undertaken or the entire security for performance shall be forfeited and paid to the City by the thirty (30) day deadline. If the work is undertaken, but then there is a material failure to complete the work in a timely fashion, the security for performance herein shall be forfeit in its entirety and paid to the City. The security for performance shall extend to all of the City's administrative overhead costs and to all legal costs and reasonable attorneys fees incurred in seeking performance by the principal and any other obligated party to the maximum value or penal sum of the security.;~~

~~(a) Remedy the default itself with reasonable diligence pursuant to a time schedule acceptable to the City; or~~

~~(b) Tender to the City within an additional fifteen (15) days the amount necessary, as determined in good faith by the City, for the City to remedy the~~

default, up to the total amount of the security. Said estimate shall include reasonable City administrative overhead costs, legal costs and attorneys fees.

Upon completion of the duties of the surety or party bound under either of the options above, the party bound shall then have fulfilled its obligations under the security for performance. If the party bound elects to fulfill its obligation pursuant to the requirements of subpart "b", the City shall notify the party bound of the actual costs of the remedy, upon completion of the work. The City shall return, without interest, any overpayment made by the party bound, and the party bound shall pay to the City any actual costs exceeding the City's estimate, limited to the amount of the security for performance.

The security for performance shall extend to all of the City's administrative overhead costs and to all legal costs and reasonable attorneys fees incurred in seeking performance by the principal and any other obligated or bound party to the maximum value or penal sum of the security.

Any security for performance received by the City after the effective date of the ordinance codified in this chapter shall be construed to contain the terms of subsections (1), (2) and (3) of this section, whether the said provisions are expressly set out or not. (Ord. 2785 § 1, 2009).

19.51.030 Security for maintenance – Form.

Whether in the form of a bond, irrevocable letter of credit, or assignment of cash deposit, the undertaking for maintenance shall contain the following provisions:

- (1) A stated amount calculated in accordance with the requirements of this chapter;
- (2) A detailed description of the warranty, maintenance to be performed, and any monitoring and reporting requirements, and the duration of each;
- (3) A provision reading as follows:

The security for maintenance is obligated and bound to warrant, monitor, report, and maintain the improvements for the stated duration. If City shall grant acceptance of some improvements but not all improvements at the same time, the security for maintenance shall become effective as to each improvement as and when that improvement is accepted and shall remain in effect for the stated duration for each improvement from the date of its acceptance. If required monitoring, reporting, maintaining and repair and replacement in accordance with warranty does not occur in accordance with City standards, then the surety or party bound shall within thirty (30) days of demand from the City, make a written commitment to the City that it will either: upon receipt of a Notice from City to perform within thirty days (the "thirty (30) day deadline") the performance shall be undertaken or the entire security for maintenance shall be forfeited and paid to the City by the thirty (30) day deadline. If performance is undertaken, but then there is a material failure to complete the performance in a timely fashion, the security for maintenance herein shall be forfeit in its entirety and paid to the City. The security for maintenance shall extend to all of the City's administrative overhead costs and to all legal costs and reasonable attorneys fees incurred in seeking performance by the principal and any other obligated party to the maximum value or penal sum of the security.

(a) Remedy the default itself with reasonable diligence pursuant to a time schedule acceptable to the City; or

(b) Tender to the City within an additional fifteen (15) days the amount necessary, as determined in good faith by the City, for the City to remedy the default, up to the total amount of the security. Said estimate shall include reasonable City administrative overhead costs, legal costs and attorneys fees.

Upon completion of the duties of the surety or party bound under either of the options above, the party bound shall then have fulfilled its obligations under the security for maintenance. If the party bound elects to fulfill its obligation pursuant to the requirements of subpart "b", the City shall notify the party bound of the actual costs of the remedy, upon completion of the work. The City shall return, without interest, any overpayment made by the party bound, and the party bound shall pay to the City any actual costs exceeding the City's estimate, limited to the amount of the security for maintenance.

The security for maintenance shall extend to all of the City's administrative overhead costs and to all legal costs and reasonable attorneys fees incurred in seeking performance by the principal and any other obligated or bound party to the maximum value or penal sum of the security.

Any security for maintenance received by the City after the effective date of the ordinance codified in this chapter shall be construed to contain the terms of subsections (1), (2) and (3), of this section, whether the said provisions are expressly set out or not. (Ord. 2785 § 1, 2009).

19.51.040 Amount of obligation.

The amount of the security, either for performance or maintenance, subject to adjustment under MMC 19.51.050, shall be calculated as follows:

(1) Security for Performance. The principal amount of the security, whether in the form of a bond, irrevocable letter of credit, or assignment of cash deposit, shall be calculated as follows:

Amount equals current fair market cost for performance adjusted for inflation for term of obligation, multiplied by 1.5 to reflect City's cost if it must perform under competitive bidding and prevailing wage, plus 30 percent of the current fair market cost for performance as City's administrative overhead costs and anticipated legal costs and reasonable attorneys' fees, provided the total amount for administrative costs and anticipated legal costs and reasonable attorneys' fees shall not exceed \$100,000.

(2) Security for Maintenance. The principal amount of the security, whether in the form of a bond, irrevocable letter of credit, or assignment of cash deposit, shall be calculated as follows:

Amount equals 10 percent of the fair market value of the improvement, with a minimum amount being \$5,000, plus 30 percent of the amount calculated for security for maintenance as City's administrative overhead costs and anticipated legal costs and reasonable attorneys' fees, provided the total amount for administrative costs and anticipated legal costs and reasonable attorneys' fees shall not exceed \$100,000.

(3) Anticipated Legal Costs and Reasonable Attorneys' Fees. Anticipated legal costs and reasonable attorneys' fees are those City costs incurred for securing

compliance or collecting funds and any other legal costs incurred through the completion of the work.

(4) Administrative Overhead Costs. Administrative overhead costs are those internal costs incurred for staff time in observing the condition of improvements or maintenance, and taking action to secure compliance, together with costs incurred to consultants to observe, monitor and report concerning work or maintenance. (Ord. 2785 § 1, 2009).

19.51.050 Adjustment to amount of obligation for type of security – Changed circumstances.

Notwithstanding the calculation of the amount of the security under MMC [19.51.040](#), the City shall have the authority to ~~increase~~ modify the amount of obligation to reflect the City's experience and history in obtaining performance or required maintenance with the type of security offered, bond, irrevocable letter of credit, or assignment of cash deposit. If the City's experience and history would require an increase in the amount of the obligation by more than an additional 25 percent, the City shall refuse the security offered. Should the security once received not provide adequate assurance of performance due to changed circumstances, including increased cost of performance, the City through the community development director may require that the amount of security for performance or maintenance be increased to reflect then fair market costs of performance. (Ord. 2785 § 1, 2009).

19.51.060 Enforcement against security.

All legal actions to enforce either security for performance or maintenance may be brought in the Superior Court of Washington with venue in Snohomish County. The City shall be entitled to an award of legal costs and reasonable attorneys' fees in any such proceedings against the principal and against the surety to the maximum penal sum of the security held. (Ord. 2785 § 1, 2009).

19.51.070 Forfeiture of security.

~~If the city has issued a notice establishing a 30-day deadline, and performance or maintenance, monitoring, reporting, repair or replacement has not occurred by the 30-day deadline, the security for performance and/or the security for maintenance, as the case may be, shall be forfeited in its entirety to the city, not as a penalty, but as a material breach of the obligation or undertaking secured. If performance or maintenance, monitoring, reporting, repair or replacement is undertaken, but not timely completed in accordance with city standards, the security for performance or maintenance shall also be forfeited in its entirety to the city, not as a penalty, but as a material breach of the obligation or undertaking secured. (Ord. 2785 § 1, 2009).~~

19.51.080-070 Release of security.

Upon full and timely performance of the work, and/or full and timely performance of maintenance, monitoring, reporting, repair or replacement, the City shall release its security for performance and/or security for maintenance, as the case may be. (Ord. 2785 § 1, 2009).

19.51.090-080 Right to refuse security.

The City reserves the right to refuse security for performance and to require that performance of work as a condition of approval be completed prior to final acceptance. (Ord. 2785 § 1, 2009).

CITY OF MARYSVILLE
Marysville, Washington
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON REPEALING THE EXISTING CHAPTER 19.51 MMC, SECURITY FOR PERFORMANCE AND MAINTENANCE, AND ADOPTING A NEW CHAPTER 19.51 MMC MAKING CHANGES IN ENFORCEMENT OF THE SECURITY PROVIDED

WHEREAS, the City adopted Chapter 19.51 MMC by Ordinance 2785 in 2009; and

WHEREAS, parties subject to Chapter 19.51 MMC have had difficulty in obtaining security as required and the City has received input from sureties on available terms for security bonds; and

WHEREAS, the City desires to provide an adequate level of security that is available;

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

Section 1. Chapter 19.51 MMC is hereby repealed.

Section 2. A new Chapter 19.51 MMC is hereby adopted in the following form:

Chapter 19.51
SECURITY FOR PERFORMANCE AND MAINTENANCE

Sections:

- 19.51.010 Purpose.
- 19.51.020 Security for performance – Form.
- 19.51.030 Security for maintenance – Form.
- 19.51.040 Amount of obligation.
- 19.51.050 Adjustment to amount of obligation for type of security – Changed circumstances.
- 19.51.060 Enforcement against security.
- 19.51.070 Release of security.
- 19.51.080 Right to refuse security.

19.51.010 Purpose.

The purpose of this chapter is to establish consistent standards for the acceptance of security to insure the completion of improvements associated with development and to insure warranty for the improvements completed. This chapter should be liberally construed. It is the intent of the City to exercise the maximum authority allowed under state law to protect the citizens of the City and to hold development accountable for the timely completion and maintenance of improvements.

19.51.020 Security for performance – Form.

Whether in the form of a bond, irrevocable letter of credit, or assignment of cash deposit, the undertaking for performance shall contain the following provisions:

- (1) A stated amount calculated in accordance with the requirements of this chapter;
- (2) A detailed description of the improvements to be completed and the deadline by which completion must occur;
- (3) A provision reading as follows:

The security for performance is obligated, bound and guarantees completion of the work by the deadline. If the work is not fully completed by the deadline to City standards, then the party bound shall within thirty days of demand from the City make a written commitment to the City that it will either:

- (a) Remedy the default itself with reasonable diligence pursuant to a time schedule acceptable to the City; or
- (b) Tender to the City within an additional fifteen (15) days the amount necessary, as determined in good faith by the City, for the City to remedy the default, up to the total amount of the security. Said estimate shall include reasonable City administrative overhead costs, legal costs and attorneys fees.

Upon completion of the duties of the surety or party bound under either of the options above, the party bound shall then have fulfilled its obligations under the security for performance. If the party bound elects to fulfill its obligation pursuant to the requirements of subpart "b", the City shall notify the party bound of the actual costs of the remedy, upon completion of the work. The City shall return, without interest, any overpayment made by the party bound, and the party bound shall pay to the City any actual costs exceeding the City's estimate, limited to the amount of the security for performance.

The security for performance shall extend to all of the City's administrative overhead costs and to all legal costs and reasonable attorneys fees incurred in seeking performance by the principal and any other obligated or bound party to the maximum value or penal sum of the security.

Any security for performance received by the City after the effective date of the ordinance codified in this chapter shall be construed to contain the terms of subsections (1), (2) and (3) of this section, whether the said provisions are expressly set out or not.

19.51.030 Security for maintenance – Form.

Whether in the form of a bond, irrevocable letter of credit, or assignment of cash deposit, the undertaking for maintenance shall contain the following provisions:

- (1) A stated amount calculated in accordance with the requirements of this chapter;
- (2) A detailed description of the warranty, maintenance to be performed, and any monitoring and reporting requirements, and the duration of each;
- (3) A provision reading as follows:

The security for maintenance is obligated and bound to warrant, monitor, report, and maintain the improvements for the stated duration. If City shall grant acceptance of some improvements but not all improvements at the same time, the security for maintenance shall become effective as to each improvement as and when that improvement is accepted and shall remain in effect for the stated duration for each improvement from the date of its acceptance. If required monitoring, reporting, maintaining and repair and replacement in accordance with warranty does not occur in accordance with City standards, then the surety or party bound shall within thirty (30) days of demand from the City, make a written commitment to the City that it will either:

- (a) Remedy the default itself with reasonable diligence pursuant to a time schedule acceptable to the City; or

(b) Tender to the City within an additional fifteen (15) days the amount necessary, as determined in good faith by the City, for the City to remedy the default, up to the total amount of the security. Said estimate shall include reasonable City administrative overhead costs, legal costs and attorneys fees.

Upon completion of the duties of the surety or party bound under either of the options above, the party bound shall then have fulfilled its obligations under the security for maintenance. If the party bound elects to fulfill its obligation pursuant to the requirements of subpart "b", the City shall notify the party bound of the actual costs of the remedy, upon completion of the work. The City shall return, without interest, any overpayment made by the party bound, and the party bound shall pay to the City any actual costs exceeding the City's estimate, limited to the amount of the security for maintenance.

The security for maintenance shall extend to all of the City's administrative overhead costs and to all legal costs and reasonable attorneys fees incurred in seeking performance by the principal and any other obligated or bound party to the maximum value or penal sum of the security.

Any security for maintenance received by the City after the effective date of the ordinance codified in this chapter shall be construed to contain the terms of subsections (1), (2) and (3), of this section, whether the said provisions are expressly set out or not.

19.51.040 Amount of obligation.

The amount of the security, either for performance or maintenance, subject to adjustment under MMC 19.51.050, shall be calculated as follows:

(1) Security for Performance. The principal amount of the security, whether in the form of a bond, irrevocable letter of credit, or assignment of cash deposit, shall be calculated as follows:

Amount equals current fair market cost for performance adjusted for inflation for term of obligation, multiplied by 1.5 to reflect City's cost if it must perform under competitive bidding and prevailing wage, plus 30 percent of the current fair market cost for performance as City's administrative overhead costs and anticipated legal costs and reasonable attorneys' fees, provided the total amount for administrative costs and anticipated legal costs and reasonable attorneys' fees shall not exceed \$100,000.

(2) Security for Maintenance. The principal amount of the security, whether in the form of a bond, irrevocable letter of credit, or assignment of cash deposit, shall be calculated as follows:

Amount equals 10 percent of the fair market value of the improvement, with a minimum amount being \$5,000, plus 30 percent of the amount calculated for security for maintenance as City's administrative overhead costs and anticipated legal costs and reasonable attorneys' fees, provided the total amount for administrative costs and anticipated legal costs and reasonable attorneys' fees shall not exceed \$100,000.

(3) Anticipated Legal Costs and Reasonable Attorneys' Fees. Anticipated legal costs and reasonable attorneys' fees are those City costs incurred for securing compliance or collecting funds and any other legal costs incurred through the completion of the work.

(4) Administrative Overhead Costs. Administrative overhead costs are those internal costs incurred for staff time in observing the condition of improvements or maintenance, and taking action to secure compliance, together with costs incurred to consultants to observe, monitor and report concerning work or maintenance.

19.51.050 Adjustment to amount of obligation for type of security – Changed circumstances.

Notwithstanding the calculation of the amount of the security under MMC 19.51.040, the City shall have the authority to modify the amount of obligation to reflect the City's experience and history in obtaining performance or required maintenance with the type of security offered, bond, irrevocable letter of credit, or assignment of cash deposit. If the City's experience and history would require an increase in the amount of the obligation by more than an additional 25 percent, the City shall refuse the security offered. Should the security once received not provide adequate assurance of performance due to changed circumstances, including increased cost of performance, the City through the community development director may require that the amount of security for performance or maintenance be increased to reflect then fair market costs of performance.

19.51.060 Enforcement against security.

All legal actions to enforce either security for performance or maintenance may be brought in the Superior Court of Washington with venue in Snohomish County. The City shall be entitled to an award of legal costs and reasonable attorneys' fees in any such proceedings against the principal and against the surety to the maximum penal sum of the security held.

19.51.070 Release of security.

Upon full and timely performance of the work, and/or full and timely performance of maintenance, monitoring, reporting, repair or replacement, the City shall release its security for performance and/or security for maintenance, as the case may be.

19.51.080 Right to refuse security.

The City reserves the right to refuse security for performance and to require that performance of work as a condition of approval be completed prior to final acceptance.

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

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2010.

CITY OF MARYSVILLE

By: _____
DENNIS KENDALL, MAYOR

Attest:

By: _____
TRACY JEFFRIES, CITY CLERK

Approved as to form:

By: _____
GRANT K. WEED, CITY ATTORNEY

Date of Publication: _____

Effective Date: _____
(5-days after publication)