

Marysville City Council Work Session

September 6, 2011

7:00 p.m.

City Hall

Call to Order

Pledge of Allegiance

Roll Call

Committee Reports

Presentations

- A. Proclamation - Declaring September 12, 2011 as Sons of Norway Normanna Lodge No. 3 Centennial Celebration Day

Discussion Items

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

1. Approval of July 5, 2011 City Council Work Session Minutes.
2. Approval of the July 11, 2011 City Council Meeting.
3. Approval of the July 25, 2011 City Council Meeting.
4. Approval of the August 9, 2011 Special Meeting Minutes.

Consent

5. Approval of August 10, 2011 Claims in the Amount of \$788,677.11; Paid by Check Number's 71860 through 71969 with Check Number 71821 Voided.
6. Approval of August 17, 2011 Claims in the Amount of \$270,017.17; Paid by Check Number's 71970 through 72087 with Check Number's 69835, 71758, 71917, and 71946 Voided.
7. Approval of the August 24, 2011 Claims in the Amount of \$267,149.92; Paid by Check Number's 72088 through 72245.
8. Approval of the August 31, 2011 Claims in the Amount of \$261,550.39; Paid by Check Number's 72246 through 72349.
9. Approval of August 19, 2011 Payroll in the Amount of \$804,990.22; Paid by Check Number's 24614 through 24662.

Review Bids

Public Hearings

New Business

10. GCA 6511 Amendment Number 1 with Washington State Department of Transportation for the SR 9/SR 92 Intersection Improvements Project.

Marysville City Council Work Session

September 6, 2011

7:00 p.m.

City Hall

New Business

11. Proposal from NPR Fence in the Amount of \$49,195.80 for Fence Installation at the Wastewater Treatment Plant.
12. Fourth Amendment to the Interlocal Agreement with the Stillaguamish Tribe for Jail Services.
13. Fourth Amendment to the Interlocal Agreement with Sauk-Suiattle Tribe for Jail Services.
14. Second Amendment to the Interlocal Agreement with the City of Kirkland for Jail Services.
15. Eighth Amendment to the Interlocal Agreement with the City of Lake Stevens for Jail Services.
16. Seventh Amendment to the Interlocal Agreement with the City of Arlington for Jail Services.
17. Prudential Employer Sponsored ILTC Insurance Program Form.
18. G4S Justice Services, LLC for Monitoring Devices.
19. An **Ordinance** of the City of Marysville, Washington, Amending the City's Development Regulations by Adopting Chapter 22C.270, Solar Energy Systems; Amending MMC 22A.020.020, a Definitions, and MMC 22A.020.200, S Definitions of MMC Chapter 22A.020, Definitions; Amending Zones; Amending 22C.020.250 of MMC Chapter 22C.020, Commercial, Industrial, Recreation, and Public Institutional Zones; Amending Section 22G.090.670 of MMC Chapter 22G.090, Subdivisions and Short Subdivisions; and Amending MMC 22A.010.160 of MMC Chapter 22A.010, General Administration, Related to Tracking Amendments to the City's Uniform Development Code.

Legal

Mayor's Business

Staff Business

Call on Councilmembers

Executive Session

A. Litigation

B. Personnel

C. Real Estate

Adjourn

Marysville City Council Work Session

September 6, 2011

7:00 p.m.

City Hall

Adjourn

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

Work Sessions are for City Council study and orientation - Public Input will be received at the September 12, 2011 City Council meeting.

**PROCLAMATION
DECLARING SEPT. 12, 2011 AS
SONS OF NORWAY NORMANNA LODGE NO. 3 CENTENNIAL CELEBRATION DAY**

- WHEREAS, an organization for men of Norwegian descent was started in Everett in 1901 under the name of "Den Norske Forening" (Norwegian Society); and
- WHEREAS, they built the first Normanna Hall located in the 2800 block of Rockefeller Avenue in Everett, then joined the Sons of Norway, District 2 on Sept. 12, 1911; and
- WHEREAS, in 1927 the official name was changed to Normanna Lodge No. 3, Son of Norway, and the present lodge at 2725 Oakes Avenue opened in 1947; and
- WHEREAS, Sons of Norway is a fraternal organization founded in 1895 in Minneapolis, Minn. representing people of Norwegian heritage in the United States and Canada with a mission to promote and preserve the heritage and culture of Norway and celebrate its relationship with other Nordic countries; and
- WHEREAS, Normanna Lodge No. 3 expanded to also become social hall to the Daughters of Norway and, in 1955, the Normanna Ladies Club; and
- WHEREAS, Sons of Norway Normanna Lodge No. 3 is commemorating its centennial birthday in 2011 and more specifically Sept. 12, 2011, one hundred years to the day that the Norwegian Society joined the Sons of Norway District 2; and
- WHEREAS, the organization looks back with pride at its many accomplishments and traditions including an annual Bazaar, lutefisk dinner, monthly pancake breakfasts, Syttende Mai celebrations and involvement with other community events; and what its work has produced
- WHEREAS, the Lodge in 1963 purchased the 57-acre Lake Riley property 12 miles north of Arlington that is now a full recreation area featuring campgrounds, cabins, fishing, swimming, heritage picnics and a language camp; and
- WHEREAS, Normanna Lodge No. 3 offers a scholarship program for Camp Normanna and for college-bound children and grandchildren of their members; and
- WHEREAS, the organization looks forward to the next one hundred years of preserving the values and culture of their Scandinavian forebears;

NOW, THEREFORE I, JON NEHRING, MAYOR OF THE CITY OF MARYSVILLE, do hereby proclaim Sept. 12, 2011 as

**"SONS OF NORWAY NORMANNA LODGE NO. 3
CENTENNIAL CELEBRATION DAY"**

In the City of Marysville and I call upon my fellow residents to recognize and honor our City's rich Nordic-American heritage and cultural traditions.

Under my hand and seal this September 6, 2011.

THE CITY OF MARYSVILLE

MAYOR

Work Session
July 5, 2011

Call to Order / Pledge of Allegiance

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

Roll Call

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

Mayor: Jon Nehring

Council: Carmen Rasmussen, Jeff Seibert, John Soriano, and Donna Wright

Absent: Lee Phillips, Michael Stevens, Jeff Vaughan

Also Present: Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, City Attorney Paul Murray, Public Works Director Kevin Nielsen, Police Chief Smith, and Recording Secretary Laurie Hugdahl.

Mayor Nehring reported that Councilmembers Phillips, Stevens and Vaughan had all contacted staff earlier and asked for excused absences.

Motion made by Councilmember Seibert, seconded by Councilmember Rasmussen, to excuse Councilmember Stevens from the meeting. **Motion** passed unanimously (4-0).

Motion made by Councilmember Wright, seconded by Councilmember Seibert, to excuse Councilmember Vaughan from the meeting. **Motion** passed unanimously (4-0).

Motion made by Councilmember Rasmussen, seconded by Councilmember Soriano, to excuse Councilmember Phillips from the meeting. **Motion** passed unanimously (4-0).

Committee Reports - None

Approval of Minutes

1. Approval of June 13, 2011 City Council Meeting Minutes.

2. Approval of the June 27, 2011 City Council Meeting Minutes.

Consent

3. Approval of the June 22, 2011 Claims in the Amount of \$305,888.54; Paid by Check Number's 70841 through 71010 with Check Number 70754 Voided.
4. Approval of the June 29, 2011 Claims in the Amount of \$1,097,252.80; Paid by Check Number's 71011 through 71176.
5. Approval of the June 20, 2011 Payroll in the Amount of \$901,784.45; Paid by Check Number's 24378 through 24440.

Review Bids

Public Hearings

6. A Public Hearing to Consider a Resolution Adopting a Six Year Transportation Improvement Program (2012-2017) in Accordance with RCW 35.77.010 (will be held July 11, 2011).

Public Works Director Nielsen stated that staff would deliver a presentation at the public hearing.

7. A Public Hearing to Consider an Interim Ordinance Adopting a Moratorium on Medical Marijuana Dispensaries and Collective Gardens (will be held July 11, 2011).

CAO Hirashima reviewed this item. Staff feels they need additional time to develop a recommendation for Council. At this time they are recommending a moratorium.

New Business

8. Supplemental No. 2 to the Professional Services Agreement with FCS Group, Increasing the Contract Amount by \$11,700.00 and Extending the Time of Performance to September 30, 2011.

Public Works Director Nielsen explained that they are trying to determine a fair market value for the PUD assets in Sunnyside.

9. Supplemental No. 1 to the Professional Services Agreement and First Amendment to the Interlocal Agreement between the City of Marysville and Strategies 360 Inc. for Consultant Services.

Mayor Nehring commented that this is the Strategies 360 Interlocal with Lake Stevens, Arlington, Marysville and Snohomish regarding the Highway 9 Coalition. CAO

Hirashima stated that this is a continuation of the former agreement. All of the cities are intending to recommend to their councils that it be extended. So far they all feel that the efforts have been productive.

10. Communication Site Sublease/License Renewal with the Department of Justice Increasing the Annual Lease to \$15,201.36 and Extending the Lease Period to September 30, 2012.

Director Nielsen remarked that this is a sublease renewal due every September for the SERS facility at Highway 9.

11. Amendment No. 2 to the Janitorial Services Contract between the City of Marysville and Advantage Building Services which Increases the Contract by \$2,537.81 for a Total Amended Contract Price of \$60,474.60 and Extends the Contract for a Third Annual Term.

Director Nielsen explained that there is a slight increase, but it is still a substantial savings compared to what it used to be.

12. Amendment No.1 to 2007-2012 Interlocal Agreement between the City of Everett, City of Marysville and Snohomish County, and Cities Located within Snohomish, King and Skagit Counties for In-Service Training.

Chief Smith stated that there is a slight increase, but the cost is minimal and saves the City money for training.

Councilmember Rasmussen noted that the Interlocal Agreement in Council's packet is between the City of Everett and the City of Edmonds. Chief Smith indicated that it should be the same, but staff will provide a copy of the correct document.

13. Special Event Permit Application from Greater Marysville Artists' Guild for Outdoor Art Festival at Comeford Park.

CAO Hirashima explained that this is for an outdoor art festival that will be held at Comeford Park the weekend of August 13 and 14. Staff is recommending approval.

14. A Resolution of the City of Marysville Adopting a Six-year Transportation Improvement Program (2012-2017).

Councilmember Seibert asked about item number 6 (116th Street NE/State Ave Intersection) and asked if this was the intersection that the City just did a few years ago. Director Nielsen explained that it is. The level of service is fine now, but the project will address concurrency issues for the future growth.

Councilmember Seibert asked about item number 36 (SR 9 / SR 528 Intersection) and expressed concern that right now there are no roads on the other side of Highway 9 that

would intersect with this. Director Nielsen said the states are looking at relocating 60th to have the fourth leg there eventually.

15. An Interim Ordinance of the City of Marysville, Washington, Adopting a Moratorium of the Establishment of Medical Marijuana Dispensaries, Collective Gardens and the Licensing and Permitting Thereof: Defining "Medical Marijuana Dispensary"; Establishing an Effective Date; and Providing that the Moratorium, Unless Extended, will Sunset within Six (6) Months of the Date of Adoption.

CAO Hirashima said that staff will provide a clean version to Council at the meeting.

Mayor's Business

- Congratulations to Grant Weed for receiving another *Super Lawyer of the Year Award* under the government sector.
- Congratulations to Commander Lamoureux for receiving a *Paul Harris Award*.
- Snohomish County Tomorrow passed their annual budget at the last meeting.

Staff Business

Sandy Langdon reported that the auditors are wrapping up their work this week. She then reported that her staff has started handing out preliminary budget information to departments last week.

Kevin Nielsen reported that Public Works has been very busy with painting, striping, and right-of-way work. They are putting a special emphasis on right-of-way maintenance.

Chief Smith:

- Darin Rasmussen, Jeff Goldman, and Wendy Wade all did a great job in the absence of Commanders Krusey and Lamoureux.
- He gave an update on fireworks-related issues. It was an extremely busy holiday.

Gloria Hirashima:

- She stated the need for an Executive Session regarding a pending litigation item lasting ten minutes with action following.
- She discussed how staff is learning to work with staff reductions and budget limitations.
- She commended the great police presence in the community. The redeployment seems to be working well.

Mayor Nehring commented that the overlap shift worked well this year as well. Chief Smith concurred.

Call on Councilmembers

Carmen Rasmussen had no comments.

Donna Wright said she attended the Arlington parade and noticed that there was a lot of litter because there were not enough garbage cans. She commended public works' handling of this at Marysville's parade.

John Soriano asked for fire department update on fireworks. Mayor Nehring said they had not gotten a formal report yet, but he had heard that the number of incidents was surprisingly low especially considering the weather.

Jeff Seibert commended the police departments' handling of fireworks calls and enforcement. He spoke in support of banning fireworks altogether.

Executive Session

The Council recessed at 7:26 for approximately five minutes after which time they reconvened into Executive Session to discuss a pending litigation item. Executive Session began at 7:33. It was announced that the Executive Session would last ten minutes with action following.

- A. Litigation – 1 item pursuant to RCW 42.30.110 (1)(i)
- B. Personnel
- C. Real Estate

The regular meeting reconvened at 7:43.

Motion made by Councilmember Rasmussen, seconded by Councilmember Soriano to waive the normal rules for work sessions and allow action. **Motion** passed unanimously (4-0).

Motion made by Councilmember Wright, seconded by Councilmember Soriano, to approve and ratify the letter and settlement agreement with Steven Leifer. **Motion** passed unanimously (4-0).

Adjournment

Seeing no further business Mayor Nehring adjourned the meeting at 7:45 p.m.

Approved this _____ day of _____, 2011.

Mayor
Jon Nehring

April O'Brien
Deputy City Clerk

Call to Order/Pledge of Allegiance/Roll Call	7:00 p.m.
Presentations	
Senator Steve Hobbs - Armed Forces Reserve Center	Presented
Approval of Minutes	
Approval of June 13, 2011 City Council Meeting Minutes.	Approved
Approval of the June 27, 2011 City Council Meeting Minutes.	Approved
Consent Agenda	
Approval of the June 22, 2011 Claims in the Amount of \$305,888.54; Paid by Check Number's 70841 through 71010 with Check Number 70754 Voided.	Approved
Approval of the June 29, 2011 Claims in the Amount of \$1,097,252.80; Paid by Check Number's 71011 through 71176.	Approved
Approval of the June 20, 2011 Payroll in the Amount of \$901,784.45; Paid by Check Number's 24378 through 24440.	Approved
Authorize the Mayor to Sign the Supplemental No. 2 to the Professional Services Agreement with FCS Group, Increasing the Contract Amount by \$11,700.00 and Extending the Time of Performance to September 30, 2011.	Approved
Authorize the Mayor to Sign the Supplemental No. 1 to the Professional Services Agreement and First Amendment to the Interlocal Agreement between the City of Marysville and Strategies 360 Inc. for Consultant Services.	Approved
Authorize the Mayor to Sign the Communication Site Sublease/License Renewal with the Department of Justice Increasing the Annual Lease to \$15,201.36 and Extending the Lease Period to September 30, 2012.	Approved
Authorize the Mayor to Sign the Amendment No. 2 to the Janitorial Services Contract between the City of Marysville and Advantage Building Services which Increases the Contract by \$2,537.81 for a Total Amended Contract Price of \$60,474.60 and Extend the Contract for a Third Annual Term.	Approved
Authorize the Mayor to Sign the Amendment No.1 to 2007-2012 Interlocal Agreement between the City of Everett, City of Marysville and Snohomish County, and Cities Located within Snohomish, King and Skagit Counties for In-Service Training.	Approved
Approval of the Special Event Permit Application from Greater Marysville Artists' Guild for Outdoor Art Festival at Comeford Park.	Approved
Approval of the July 5, 2011 Payroll in the Amount of \$1,452,297.47; Paid by Check Number's 24442 through 24501 with Check Number 24253 Voided and Replaced with Check Number 24441.	Approved
Approval of the July 6, 2011 Claims in the Amount of \$1,037,214.63; Paid by Check Number's 71177 through 71337.	Approved
Public Hearing	
A Public Hearing to Consider an Interim Ordinance Adopting a Moratorium on Medical Marijuana Dispensaries and Collective Gardens.	Held
A Public Hearing to Consider a Resolution Adopting a Six Year	Held

Transportation Improvement Program (2012-2017) in Accordance with RCW 35.77.010.	
New Business	
A Resolution of the City of Marysville Adopting a Six-year Transportation Improvement Program (2012-2017).	Approved Res. No. 2308
An Interim Ordinance of the City of Marysville, Washington, Adopting a Moratorium of the Establishment of Medical Marijuana Dispensaries, Collective Gardens and the Licensing and Permitting Thereof: Defining "Medical Marijuana Dispensary"; Establishing an Effective Date; and Providing that the Moratorium, Unless Extended, will Sunset within Six (6) Months of the Date of Adoption.	Approved Ord. No. 2867
Legal	
Mayor's Business	
Staff Business	
Call on Councilmembers	
Adjournment	7:52

Regular Meeting
July 11, 2011

Call to Order / Pledge of Allegiance

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

Roll Call

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

Mayor: Jon Nehring

Council: Lee Phillips, Carmen Rasmussen, Jeff Seibert, John Soriano, Michael Stevens, Jeff Vaughan, and Donna Wright

Absent: None

Also Present: Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, City Attorney Grant Weed, Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, Chief Smith, Chief Information Officer Doug Buell, City Engineer John Cowling, Recording Secretary Laurie Hugdahl.

Committee Reports - None

Presentations

A. Senator Steve Hobbs - Armed Forces Reserve Center

Senator/Captain Hobbs, representing the Washington State Army National Guard, thanked Marysville for hosting two Army units from the Everett Armory. 20 full-time soldiers and 300 traditional guardsmen will be moving into the Reserve Center at Smokey Point. These are support units for the 81st Brigade Troops Battalion which is the combat brigade for the Washington State Army National Guard. He informed the City that they usually drill on the first weekend of the month. They hope to stagger drills with the Army Reserves due to limited parking space. He thanked the City for allowing them to serve in the community.

Mayor Nehring stated that they are very pleased to hear the news and are proud to welcome the Army to town.

Audience Participation

Craig Wells, 1048 State Street, Owner, Marysville Laundry Station, discussed issues with graffiti and transients at an abandoned house at 1044 Columbia. He summarized that he is proud to be a business owner here and he thinks the leadership is doing a great job. He thanked them for addressing the skate park issue and commented that this is not a problem anymore.

CAO Hirashima stated that they would try to track down the owner because the City is not able to enter the property without owner permission.

Approval of Minutes

1. Approval of June 13, 2011 City Council Meeting Minutes.

Councilmember Phillips stated that he would be abstaining since he did not attend the meeting.

Motion made by Councilmember Vaughan, seconded by Councilmember Wright, to approve the minutes as presented. **Motion** passed unanimously (6-0) with Councilmember Phillips abstaining.

2. Approval of the June 27, 2011 City Council Meeting Minutes.

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

Consent

3. Approval of the June 22, 2011 Claims in the Amount of \$305,888.54; Paid by Check Number's 70841 through 71010 with Check Number 70754 Voided.
4. Approval of the June 29, 2011 Claims in the Amount of \$1,097,252.80; Paid by Check Number's 71011 through 71176.
5. Approval of the June 20, 2011 Payroll in the Amount of \$901,784.45; Paid by Check Number's 24378 through 24440.
8. Authorize the Mayor to Sign the Supplemental No. 2 to the Professional Services Agreement with FCS Group, Increasing the Contract Amount by \$11,700.00 and Extending the Time of Performance to September 30, 2011.

9. Authorize the Mayor to Sign the Supplemental No. 1 to the Professional Services Agreement and First Amendment to the Interlocal Agreement between the City of Marysville and Strategies 360 Inc. for Consultant Services.
10. Authorize the Mayor to Sign the Communication Site Sublease/License Renewal with the Department of Justice Increasing the Annual Lease to \$15,201.36 and Extending the Lease Period to September 30, 2012.
11. Authorize the Mayor to Sign the Amendment No. 2 to the Janitorial Services Contract between the City of Marysville and Advantage Building Services which Increases the Contract by \$2,537.81 for a Total Amended Contract Price of \$60,474.60 and Extend the Contract for a Third Annual Term.
12. Authorize the Mayor to Sign the Amendment No.1 to 2007-2012 Interlocal Agreement between the City of Everett, City of Marysville and Snohomish County, and Cities Located within Snohomish, King and Skagit Counties for In-Service Training.
13. Approval of the Special Event Permit Application from Greater Marysville Artists' Guild for Outdoor Art Festival at Comeford Park.
16. Approval of the July 5, 2011 Payroll in the Amount of \$1,452,297.47; Paid by Check Number's 24442 through 24501 with Check Number 24253 Voided and Replaced with Check Number 24441.
17. Approval of the July 6, 2011 Claims in the Amount of \$1,037,214.63; Paid by Check Number's 71177 through 71337.

Motion made by Councilmember Soriano, seconded by Councilmember Stevens, to approve Consent Agenda items 3, 4, 5, 8, 9, 10, 11, 12, 13, 16, and 17. **Motion** passed unanimously (7-0).

Review Bids

Public Hearings

7. A Public Hearing to Consider an Interim Ordinance Adopting a Moratorium on Medical Marijuana Dispensaries and Collective Gardens.

City Attorney Grant Weed stated that this is a proposed interim ordinance proposing a moratorium on medical marijuana dispensaries and collective gardens. He explained that there are some issues that staff needs more time to consider regarding this matter. Staff is recommending a moratorium for a period of up to six months while they study whether regulations might be appropriate and bring this back for consideration after that time.

The hearing was opened for public comments at 7:16 p.m.

Laura Heely, 8014 Maple Lane, Lake Stevens, stated that she operates a collective garden in Shoreline. She offered to answer any questions that the Council might have regarding this issue. She spoke against the moratorium, commenting that it would force people to go onto the streets to get medication. She agrees with regulations and cooperating with law enforcement in order to allow patients to get the treatment they need.

Seeing no further public comments, the public comment portion of the hearing was closed at 7:20 p.m.

Councilmember Comments and Questions:

Councilmember Seibert thanked Ms. Heely for her comments and acknowledged that this is an important issue. He stated that he was in favor of the moratorium to work out issues in order to protect the community and the patients themselves.

Councilmember Rasmussen thanked Ms. Heely for coming to share. She requested more information about how the collective gardens are working in Shoreline, how it is regulated to keep the items out of the hands of juveniles, and what sort of mechanism is in place for law enforcement oversight. She agreed with Councilmember Seibert that they need more time to look at the issues. She spoke in support of the moratorium.

6. A Public Hearing to Consider a Resolution Adopting a Six Year Transportation Improvement Program (2012-2017) in Accordance with RCW 35.77.010.

John Cowling gave a PowerPoint presentation on the 2012-2017 Six Year Transportation Improvement Program (TIP) as contained in Council's packet. He discussed changes from last year's TIP. The main change is that they added the SR 529 interchange project and deleted some Snohomish County signal projects that are not on the County's TIP anymore.

Notable 2012 projects include:

- Lakewood Triangle Access
- 51st Ave NE: 84th St to 88th St
- SR 9 - Lundeen Parkway to SR 92, Phase 2

Council Comments and Questions: None

The public comment portion of the hearing was opened at 7:32 p.m. Seeing no public comments the hearing was closed at 7:32 p.m.

New Business

14. A Resolution of the City of Marysville Adopting a Six-year Transportation Improvement Program (2012-2017).

Motion made by Councilmember Seibert, seconded by Councilmember Soriano, to adopt Resolution No. 2308, A Resolution of the City of Marysville Adopting a Six-year Transportation Improvement Program (2012-2017). **Motion** passed unanimously (7-0).

15. An Interim Ordinance of the City of Marysville, Washington, Adopting a Moratorium of the Establishment of Medical Marijuana Dispensaries, Collective Gardens and the Licensing and Permitting Thereof: Defining “Medical Marijuana Dispensary”; Establishing an Effective Date; and Providing that the Moratorium, Unless Extended, will Sunset within Six (6) Months of the Date of Adoption.

Motion made by Councilmember Wright, seconded by Councilmember Stevens, to approve Ordinance No. 2867. **Motion** passed unanimously.

Mayor’s Business

- Thanks to the parks department and everybody involved in Junk in the Trunk. This was a very popular and successful event.
- Poochpalooza was also a very successful event over the weekend.
- The SERS budget was passed at the SERS meeting last Friday.
- The City received a letter from the City of Everett informing that the per-animal fee for the City of Everett remained the same.
- Congratulations to Grant Weed for his Super Lawyer award.
- He received 3 to 4 emails from citizens who were extremely happy about work done by the Public Works crews.

Staff Business

Jim Ballew:

- He commended Maryke and Andrea for the Junk in the Trunk event. All the spots sold out and it was a great event.
- He commended Doug Buell for the Poochpalooza event.
- Concerts in the park started this week. 400 families showed up for the movies last week. They will be starting a drive for the food bank at those events.
- Graffiti Paint Out will be this weekend. Sailors from Everett and Navy will be coming in to help along with many other citizens.
- Cities and Towns meeting will be held at Cedarcrest Golf Course next Thursday night.

Chief Smith:

- They have gotten some fireworks complaints after the fact, but it has settled down.
- Police Department wrote two search warrants last week and got a large quantity of heroin and meth along with some arrests.
- Thanks for giving the Police Department an opportunity to take some time with the moratorium to really look at the issue.

Kevin Nielsen:

- Public Works has been busy mowing right of ways, crack sealing, painting, responding to citizen concerns.
- Thanks to the Mayor for coming to Public Works crew to give an update on the budget and some other topics.
- Thanks to John Cowling for getting the TIP wrapped up for another year.

John Cowling had no further comments.

Doug Buell reported that they had a great Poochpalooza event on Saturday with 40 vendors, \$3200 raised, and over 2400 people in attendance throughout the day.

Sandy Langdon noted that there were no items for the agenda for July or August for the Finance committee. There was consensus to postpone the Finance committee meetings until September.

Grant Weed had no further comments.

Gloria Hirashima commended the work that everyone is doing and how hard everyone is working with the resources they do have.

Call on Councilmembers

Carmen Rasmussen appreciated the Junk in the Trunk event. It was very well organized and very successful.

Lee Phillips heard good comments about the Junk in the Trunk. He hopes to attend one of those in the future. He also heard great things about Poochpalooza.

John Soriano:

- Congratulations to Grant Weed for his Super Lawyer award.
- Junk in the Trunk was a great success.
- He commended Doug and Leslie Buell and the M-DOG crew for Poochpalooza.
- He will be asking for an excused absence on Monday, July 25.

Michael Stevens stated that he also received a compliment regarding Public Works.

Jeff Seibert:

- His daughter attended Poochpalooza and commented on how well it was organized.
- He commented that it is really nice to have those events in the city.
- He commended John Cowling on the TIP.
- He informed Public Works about some fireworks debris near the left turn lane on Cedar.

Donna Wright:

- Junk in the Trunk was a great event and staff did a good job organizing it.
- She also received positive calls regarding Public Works' work on the streets.
- She will be absent on the 25th.

Jeff Vaughan:

- Thanked Mr. Wells for his comments.
- He received feedback from a small business owner in the city who had concerns about another dilapidated property (the old Exxon station) near his business on State Street.

Adjournment

Seeing no further business Mayor Nehring adjourned the meeting at 7:52 p.m.

Approved this _____ day of _____, 2011.

Mayor
Jon Nehring

April O'Brien
Deputy City Clerk

Call to Order/Pledge of Allegiance/Roll Call	7:00 p.m.
Excuse absences of Councilmembers Vaughan, Wright and Soriano.	Approved
Presentations	
Proclamation – Louise Toni Nolf’s 100 Year Birthday	Presented
Dare to Soar Award – Police Department	Presented
Employee Service Awards: 5 Years - Allena Steele, Financial Analyst, Public Works; 10 Years - Kevin Nielsen, Public Works Director; Bronwyn Kieland, Police Officer; Michael Buell, Police Officer; Wallace Forslof, Police Officer; Sandy Langdon, Finance Director; 15 years - Stephen Moore, Building Inspector, Community Development	Presented
Volunteers of the Month– Doug and Leslie Buell	Presented
Cherry Point Coal Train Presentation	Presented
Approval of Minutes	
Approval of July 5, 2011 City Council Meeting Minutes.	Continued
Consent Agenda	
Approval of the July 13, 2011 Claims in the Amount of \$343,053.29; Paid by Check Number's 71338 through 71444.	Approved
Approval of the July 20, 2011 Claims in the Amount of \$317,430.17; Paid by Check Number's 71445 through 71576 with Check Number 71430 Voided.	Approved
Approval of the July 20, 2011 Payroll in the Amount of \$810,823.24; Paid by Check Number's 24502 through 24552.	Approved
New Business	
Application for Marysville Downtown Merchants Associated to Conduct a Special Event on August 12th and August 13th, 2011, Including the Street Closure of 3rd Street between State Avenue and Alder Avenue, as well as the Alley between 3rd Street and 4th Street, as Requested by the Applicant.	Approved
Authorize the Mayor to sign the Interlocal Agreement for Administering Commute Trip Reduction (CTR) Plans and Programs.	Approved
Approve the Memorandum of Understanding to Continue Participation in the Housing Task Force	Approved
Adopt an Ordinance Relating to Contracting Indebtedness; Authorizing the Issuance of Limited Tax General Obligation Bonds to Provide the Funds Necessary to Pay a Portion of the Costs of Constructing an Interstate 5 Overpass at 156th Street NE; Authorizing the Issuance of Interim Financing Pending the Issuance of those Bonds; Authorizing the City Finance Director to Contract for Interim Finance to Pay the Cost of Constructing an Interstate 5 Overpass at 156th Street NE Pending the Issuance of Local Improvement District Bonds Authorized by Ordinance No. 2827 and Issuance of the Bonds Authorized by this Ordinance.	Approved Ord. No. 2868
Approve an Application for Marysville Boys' and Girls' Club to Conduct a Special Event on August 20, 2011, as Requested by Applicant	Approved
Legal	
Mayor’s Business	

Approve the re-appointment of Marvetta Toler to the Planning Commission	Approved
Staff Business	
Call on Councilmembers	
Adjournment	9:00 p.m.
Reconvene	9:08 p.m.
Executive Session	9:08 p.m.
Personnel – one item	Held
Real Estate – one item	Held
Adjournment	9:21



Regular Meeting
July 25, 2011

Call to Order / Pledge of Allegiance

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

Roll Call

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

Mayor: Jon Nehring

Council: Lee Phillips, Carmen Rasmussen, Jeff Seibert, Michael Stevens

Absent: Jeff Vaughan, and Donna Wright, John Soriano,

Also Present: Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, City Attorney Cheryl Beyer, Assistant City Engineer John Cowling, Parks and Recreation Director Jim Ballew, Chief Smith, Doug Buell, and Recording Secretary Laurie Hugdahl.

CAO Hirashima stated that Councilmembers Vaughan, Wright and Soriano had all asked for excused absences.

Motion made by Councilmember Seibert, seconded by Councilmember Phillips, to excuse Councilmember Vaughan from the meeting. **Motion** passed unanimously (4-0).

Motion made by Councilmember Rasmussen, seconded by Councilmember Seibert, to excuse councilmember Wright from the meeting. **Motion** passed unanimously (4-0).

Motion made by Councilmember Phillips, seconded by Councilmember Stevens, to excuse Councilmember Soriano from the meeting. **Motion** passed unanimously (4-0).

Committee Reports - None

Presentations

A. Proclamation - Louise Toni Nolf's 100 Year Birthday

Mayor Nehring read the proclamation recognizing Ms. Nolf as a Marysville centenarian and proclaiming July 25, 2011 as Louise (Toni) Nolf Day in the City of Marysville.

B. Dare to Soar Award

Mayor Nehring recognized all police officers for exceptional employee performance and innovative ways of conducting the public's business that yields cost savings in the city budget, improves service delivery, increases productivity and is overall beneficial to the citizens. He explained how the EVOG Coordinator Sgt. Brad Akau and the Training Coordinator Officer Tiki Stiles arranged to conduct the EVOG (Emergency Vehicle Operation Course) Training on city property during officers' regular work schedule saving significant overtime and facility fees. Mayor Nehring commended all of the police employees for their efforts to reduce costs without reducing services. He presented Chief Smith with the Dare to Soar Award, Special Recognition Awards to Sergeants Brad Akau and Doug Lee, and Officers Tiki Stiles, Ray Riches, Jon Elton and Danielle Rusch; and awards to sergeants on behalf of their entire shifts: Sgt. Mark Thomas, Sgt. Larry Buell, Sgt. Joby Johnson, Sgt. Jeff Franzen, and Officer Vascone.

C. Employee Services Awards

The following employees received Employee Service Awards:

5 Years:

- Allena Steele, Financial Analyst, Public Works (John Cowling accepted)

10 Years:

- Kevin Nielsen, Public Works Director, Public Works (John Cowling accepted)
- Bronwyn Kieland, Police Officer, Police (not in attendance)
- Michael Buell, Police Officer, Police
- Wallace Forslof, Police Officer, Police (not in attendance)
- Sandy Langdon, Finance Director

15 years:

- Stephen Moore, Building Inspector, Community Development (not in attendance)

Volunteers of the Month:

Leslie and Doug Buell were recognized as the Mayor's Volunteers of the Month for their volunteer work in the City. They have been largely responsible for the continued success of the City's Strawberry Fields Forever Off-Leash Dog Park, MDOG (Marysville Dog Owners Group), Poochpalooza, and other activities related to responsible and healthy dog ownership.

D. Presentation Cherry Point Coal Train

CAO Hirashima introduced Tom Ehrlichman and Barbara Dykes from Salish Land Policy Solutions and Edward Koltonowski from Gibson Traffic Consultants, Inc. Mr. Ehrlichman and Ms. Dykes gave an overview of the Cherry Point Coal Train proposal that is currently before Bellingham, Washington.

Mr. Ehrlichman explained that they believe this is one of the most important shifts in land use in the northwest. SSA Marine Terminals has proposed a new deep water coal export facility serving new coal-fired plants in China exporting up to 48 million tons of Powder River Basin Coal per year. This will be one of the largest coal export facilities on the continent and the only US facility in the west. New train traffic will include 9 additional trains per day (18 roundtrip) with each coal train being 1.3-1.5 miles long. Depending on speed of train, delay at each intersection could cause 1.5 to 3.6 hours per day of delay at each intersection.

SSA Marine Terminals is applying for the project under the names of Pacific International Terminals. Salish Land Policy Solutions is a Bellingham public interest consulting firm staffed by Tom Ehrlichman and Barbara Dykes, both with 30 years experience as land use attorneys. They are providing policy research and analysis for government and private sectors. They have been hired by a group of Bellingham business and property owners to evaluate the process and facts and their goal is to bring more transparency to the process.

The status of the project:

- New Cherry Point Coal Export Facility, north of Bellingham and west of Ferndale. Develop a 360 acre site with deep water pier
- 170 acres of wetland fill for an upland coal storage pile
- Applications to Whatcom County not yet complete, but they have submitted a JARPA Application

Gibson Traffic did a preliminary assessment of how the Marysville traffic grid will work once the pier is at full capacity. The public intersections that will be affected in Marysville include: 1st Street, 4th Street, 8th, Grove, 80th, 88th, 104th, 116th, 122nd, 136th, 172nd, Smokey Point Blvd., 128th, 136th, 152nd, 51st. Several private intersections will also be impacted.

Ms. Dykes discussed how the City can address impacts during EIS scoping. They suggest that Marysville should look at delays of the trains coming through town as well as safety issues. There should also be a study of economic impacts to businesses isolated by train traffic. They are working with other jurisdictions to put together an economic analysis. Other concerns include health effects from diesel emissions, coal dust, noise and general quality of life issues. She gave an overview of the federal, state and local permitting process.

- Federal: Section 10 River and Harbors Act Permit, Section 404 Wetland Fill Permits, NEPA Review, NPDES Permit; 401 Water Quality Certification, CAMA Approval, Endangered Species Act Consultation,
- Whatcom County: Shoreline SSDP and Major Development Permit
- State: Aquatic Lands Lease (DNR), Hydraulic Project Approval, and SEPA Review

Salish Land Policy Solutions projects that the permitting will be a three-year process. She discussed jurisdiction over BNSF operations.

Edward Koltonowski from Gibson Traffic Consultants discussed the impact of the increased train crossings to traffic in Marysville. Mr. Ehrlichman explained that they have been retained by a group of businesses in the Bellingham area who are deeply concerned about the impacts of this project. There are many questions surrounding this matter that need to be investigated.

Councilmember Seibert thanked the group for coming. He asked about the timing of the trains since this is paramount for traffic control. Mr. Koltonowski said they are looking to ensure that the trains are not arriving and departing the Bellingham area in the peak commute times; however, by the time they are in the Marysville area they may be arriving at the peak commute times. There has not been an analysis of when the trains would be coming through Marysville.

Councilmember Seibert asked if the cars are covered. Mr. Ehrlichman stated that the cars are not covered, but there have been discussions about spraying a latex coating to address fugitive coal dust. He expressed concern about the magnitude of this project and the lack of studies that have been done surrounding it.

Councilmember Seibert asked if the Columbia River area had been considered for this project. Ms. Dykes stated that there is a proposal in Longview for Millennium Coal and a proposal in a couple Columbia River communities. She reiterated that there is a coal plant opening every week in China so the demand is potentially unlimited. Any export facility will be economically viable for them. Mr. Ehrlichman commented that he and the other consultants think there should be a full analysis of all alternative sites.

Mayor Nehring thanked the group for coming. He stated that residents and businesses are already very concerned about the traffic issues in Marysville. This would result in increased traffic, issues for small businesses and possible safety ramifications as well.

Audience Participation

Preston Dvoskin, 11120 46th Avenue NE, Marysville, WA 98271, spoke against allowing any fireworks in the City of Marysville.

Jack Blackwell, Jr., 5900 64th Street NE #1162, Marysville, WA, also spoke against allowing fireworks. He commented that the city's noise ordinance intended to avoid physical and psychological damage is being woefully under-enforced.

Approval of Minutes

1. Approval of the July 5, 2011 City Council Meeting Minutes.

Councilmember Phillips stated that he would be abstaining since he was not at the meeting.

Councilmember Seibert referred to the top of page 4 of 5:

- “Director Nielsen said *they* . . .” should be amended to read: “Director Nielsen said **the State** . . .”

Since Councilmember Phillips was abstaining there was not a quorum to vote so the approval of the minutes was continued to the next meeting.

Consent

2. Approval of the July 13, 2011 Claims in the Amount of \$343,053.29; Paid by Check Number's 71338 through 71444.
9. Approval of the July 20, 2011 Claims in the Amount of \$317,430.17; Paid by Check Number's 71445 through 71576 with Check Number 71430 Voided.
10. Approval of the July 20, 2011 Payroll in the Amount of \$810,823.24; Paid by Check Number's 24502 through 24552.

Motion made by Councilmember Seibert, seconded by Councilmember Rasmussen, to approve the consent agenda items 2, 9, and 10. **Motion** passed unanimously (4-0).

Review Bids

Public Hearings

New Business

3. Application for Marysville Downtown Merchants Associated to Conduct a Special Event on August 12th and August 13th, 2011, Including the Street Closure of 3rd Street between State Avenue and Alder Avenue, as well as the Alley between 3rd Street and 4th Street, as Requested by the Applicant.

CAO Hirashima reviewed this item. There were no comments or questions from Council.

Motion made by Councilmember Rasmussen, seconded by Councilmember Seibert, to approve the Application for Marysville Downtown Merchants Associated to Conduct a Special Event on August 12th and August 13th, 2011, Including the Street Closure of 3rd Street between State Avenue and Alder Avenue, as well as the Alley between 3rd

Street and 4th Street, as Requested by the Applicant. **Motion** passed unanimously (4-0).

4. Interlocal Agreement for Administering Commute Trip Reduction (CTR) Plans and Programs.

CAO Hirashima reviewed this item. There were no comments or questions from Council.

Motion made by Councilmember Seibert, seconded by Councilmember Stevens, to authorize the Mayor to sign the Interlocal Agreement for Administering Commute Trip Reduction (CTR) Plans and Programs. **Motion** passed unanimously (4-0).

5. Memorandum of Understanding to Continue Participation in the Housing Task Force.

CAO Hirashima reviewed this item. Councilmember Rasmussen asked who has been attending the task force meetings. CAO Hirashima stated that she has been following them and Chris Holland has been attending occasionally. Councilmember Rasmussen expressed interest in attending the meetings or participating to the extent that she is able. CAO Hirashima welcomed that idea.

Motion made by Councilmember Rasmussen, seconded by Councilmember Phillips, to approve the Memorandum of Understanding to Continue Participation in the Housing Task Force. **Motion** passed unanimously (4-0).

6. An Ordinance Relating to Contracting Indebtedness; Authorizing the Issuance of Limited Tax General Obligation Bonds to Provide the Funds Necessary to Pay a Portion of the Costs of Constructing an Interstate 5 Overpass at 156th Street NE; Authorizing the Issuance of Interim Financing Pending the Issuance of those Bonds; Authorizing the City Finance Director to Contract for Interim Finance to Pay the Cost of Constructing an Interstate 5 Overpass at 156th Street NE Pending the Issuance of Local Improvement District Bonds Authorized by Ordinance No. 2827 and Issuance of the Bonds Authorized by this Ordinance.

Sandy Langdon reviewed this item. There were no questions.

Motion made by Councilmember Seibert, seconded by Councilmember Stevens, to adopt Ordinance No. 2868, an Ordinance Relating to Contracting Indebtedness; Authorizing the Issuance of Limited Tax General Obligation Bonds to Provide the Funds Necessary to Pay a Portion of the Costs of Constructing an Interstate 5 Overpass at 156th Street NE; Authorizing the Issuance of Interim Financing Pending the Issuance of those Bonds; Authorizing the City Finance Director to Contract for Interim Finance to Pay the Cost of Constructing an Interstate 5 Overpass at 156th Street NE Pending the Issuance of Local Improvement District Bonds Authorized by Ordinance No. 2827 and Issuance of the Bonds Authorized by this Ordinance. **Motion** passed unanimously (4-0).

8. Application for Marysville Boys' and Girls' Club to Conduct a Special Event on August 20, 2011, as Requested by Applicant.

CAO Hirashima reviewed this item. MOM Fest (Musicians of Marysville) which will be an indoor/outdoor youth arts festival held on August 20 at the Boys and Girls Club.

The youths involved in planning the project discussed their vision for the project which is to create a place for local musicians to bring their music and get exposure.

Councilmember Seibert asked about contracting some talented musicians for the Concerts in the Park in the future. Parks and Recreation Director Ballew noted they would consider that.

Motion made by Councilmember Rasmussen, seconded by Councilmember Phillips, to approve an Application for Marysville Boys' and Girls' Club to Conduct a Special Event on August 20, 2011, as Requested by Applicant. **Motion** passed unanimously (4-0).

Legal

Mayor's Business

7. Planning Commission Reappointment; Marvetta Toler.

Motion made by Councilmember Stevens, seconded by Councilmember Rasmussen, to approve the re-appointment of Marvetta Toler to the Planning Commission. **Motion** passed unanimously (4-0).

Mayor Nehring:

- Thanks to everyone who participated in the Graffiti Paint Out last weekend. The weather was excellent and it was a great volunteer effort. He commended Jim Ballew, Mike, Lt. Rasmussen, Lt. Goldman, Doug Buell, and Councilmembers Vaughan and Stevens for their efforts. He gave a special thanks to the Navy and Ebey Lumber for donating work and supplies.
- Thanks to Jeff Darrah at Bleachers Restaurant, Jim Ballew and all of the Council for an excellent meeting last week.
- He attended the volunteer luncheon at the Marysville Food Bank and learned that they are short of food.
- There will be a Special Council Meeting on Tuesday, August 9 at 7:30 a.m.
- The 156th Street Overcrossing groundbreaking will be held on August 11 at 11 a.m.

Staff Business:

John Cowling:

- He met with a contractor about 156th and is looking forward to that project. He discussed the timeline for that project.
- He gave an update on the Bayview Trail project. The crew is ahead of schedule working on grading and gravel work. Asphalt work should begin in mid-August.

Chief Smith commended the youth for putting the MOM Fest together. He noted that National Nite Out would be on Tuesday, August 2 at Comeford Park

Jim Ballew:

- The Graffiti Paint Out was a lot of fun. They had 51 people who used 40 gallons of paint. He commended Paul Rochon, Mike Robinson and Doug Buell for all their work on this.
- Two music teachers from MSD are putting a city band together to put on orchestral, big band, and jazz performances.
- There will be an art show in Comeford Park by Marysville Artists' Guild on August 13 and 14.

Doug Buell thanked the City for the *Volunteer of the Month* award.

Sandy Langdon had no comments.

Gloria Hirashima:

- She stated the need for an Executive Session on one personnel item and one real estate item expected to last 15 minutes with no action.
- Applications are being accepted for Hotel Motel Grants through August 5.
- She distributed a letter from Mayor Nehring to the Washington State Redistricting Commission regarding redistricting of state legislative districts and gave an update on the issue.

Call on Council

Carmen Rasmussen heard from a citizen who expressed approval on the moratorium on the medicinal marijuana issue.

Lee Phillips had no comments.

Michael Stevens:

- He congratulated the police department for the *Dare to Soar* award.
- He also thoroughly enjoyed the meal served at the meeting at the golf course.
- He enjoyed the Graffiti Paint Out event with his young son.

Jeff Seibert:

- He congratulated the police department for the *Dare to Soar* award.
- He discussed some communications he had received.

- He asked for an update on the status of the Economic Development Committee. Mayor Nehring said they are trying to schedule for the third Monday in September.

Mayor Nehring adjourned the meeting at 9:00 for five minutes. The meeting was reconvened into Executive Session at 9:08 for 15 minutes to discuss a real estate and a personnel issue with no action taken.

Executive Session

- A. Litigation
- B. Personnel – one item pursuant to RCW 42.30.140 (4)(a)
- C. Real Estate – one item pursuant to RCW 42.30.110 (1)(b)

Adjournment

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

Approved this _____ day of _____, 2011.

Mayor
Jon Nehring

April O'Brien
Deputy City Clerk



Special Meeting
August 9, 2011

Call to Order / Pledge of Allegiance

Mayor Nehring called the meeting to order at 7:30 a.m. and led those present in the Pledge of Allegiance.

Roll Call

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

Mayor: Jon Nehring

Council: Lee Phillips, Carmen Rasmussen, Jeff Vaughan, and Donna Wright. John Soriano and Michael Stevens arrived late.

Absent: Jeff Seibert

Also Present: Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, City Attorney Grant Weed, Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, Chief Smith, Recording Secretary Amy Hess.

Audience Participation

Consent

1. Approval of the July 27, 2011 Claims in the Amount of \$290,348.14; Paid by Check Number's 71577 through 71695.
2. Approval of the August 3, 2011 Claims in the Amount of \$1,144,522.92; Paid by Check Number's 71696 through 71859.
3. Approval of the August 5, 2011 Payroll in the Amount of \$1,384,672.12; Paid by Check Number's 24554 through 24613 with Check Number 24065 Voided and Reissued with Check Number 24553.

Motion made by Councilmember Rasmussen, seconded by Councilmember Wright, to approve Consent Agenda items 1, 2, and 3. **Motion** passed unanimously (4-0).

Mayor Nehring noted that there would be an executive session following discussion of Item 8 with action expected.

New Business

4. Snohomish County HOME Consortium Interlocal Cooperation Agreement Among Snohomish County, the City of Everett, and the City of Marysville for Program Years 2012 through 2014.

CAO Hirashima gave a briefing of what this agreement would allow the city to do related to receiving and administering the Community Development Block Grants Funds. This Interlocal would allow the City to self administer the Community Development Block Grants Funds. She described the different funds, such as the Home Grant Fund that we are not eligible to receive directly. These were distributed by the State and we would be up against other communities throughout the state. Staff felt this was not a good option as it diminished our chances of getting the funds. The Urban County Consortium was the alternative. CAO Hirashima added that City of Everett was the only other City operating in the Consortium for the HOME Funds but outside of the CDBG funds which required an Interlocal agreement with Snohomish County and Everett.

Councilmember Stevens arrived at 7:35 am.

CAO Hirashima continued to brief the agreement, noting that it was a 3 year agreement. It was the city's intent to maintain a member on the committee to represent Marysville and allow us to compete actively. She noted a change on page 4 of the agreement she was notified of yesterday. The reference should be "3 B", not "3 A". She wanted to allow for approval of minor non-substantive changes as the agreement works its way through Everett and the County.

Councilmember Rasmussen noted that she was in favor of approving this but wanted to know if there was a process in place for administering the current non-housing CDBG funds. CAO Hirashima responded that it was being developed.

Motion made by Councilmember Rasmussen to approve the Mayor to sign the Snohomish County HOME Consortium Interlocal Cooperation Agreement Among Snohomish County, the City of Everett, and the City of Marysville for Program Years 2012 through 2014, with the minor changes as approved by staff, seconded by Councilmember Wright. **Motion** passed unanimously (5-0).

5. Consent Agreement with Public Utility District No. 1 of Snohomish County Providing Easement Access and Improvements within the Utility Corridor also known as Bayview Trail.

Director Ballew described the consent of use of the PUD easement being utilized for the

Bayview trail. He added that it had already been reviewed by Grant Weeds Office.

Motion made by Councilmember Wright to authorize the Mayor to sign the Consent Agreement with Public Utility District No. 1 of Snohomish County Providing Easement Access and Improvements within the Utility Corridor also known as Bayview Trail seconded by Vaughan. **Motion** passed unanimously (5-0).

6. Limited Use Permit with Public Utility District No. 1 of Snohomish County Permitting Construction and Use of Parcels Identified within the Utility Corridor also know as Bayview Trail.

Director Ballew noted that WCIA had requested some changes in the insurance language in Section 13. Staff's recommendation was to approve with the changes suggested by WCIA once accepted by PUD.

Motion made by Councilmember Vaughan to authorize the Mayor to sign the Limited Use Permit with Public Utility District No. 1 of Snohomish County Permitting Construction and Use of Parcels Identified within the Utility Corridor also know as Bayview Trail with changes made to section 13 per WCIA, seconded by Councilmember Stevens. **Motion** passed unanimously (5-0).

7. Consent Use Agreement with Puget Sound Energy (PSE) Providing Easement Access and Improvements within the Utility Corridor also Known as Bayview Trail.

Director Ballew noted that this was a similar agreement with approval including a change in language in Section 13 regarding insurance, as in the previous agreement, per WCIA.

Motion made by Councilmember Wright to authorize Mayor to sign the Consent Use Agreement with Puget Sound Energy (PSE) Providing Easement Access and Improvements within the Utility Corridor also Known as Bayview Trail, seconded by Councilmember Phillips. Councilmember Rasmussen recommended a friendly amendment to include the WCIA language change. Councilmember Wright accepted the amendment as well as Councilmember Phillips. **Motion** passed unanimously, (5-0).

Director Ballew commended Grant Weed's office, particularly Candy and Paul McMurray, for the months of hard work on this project.

There was a change in agenda order; Item 9 was moved ahead of Item 8.

9. Accept Distribution of the Local JAG/BYRNE Grant Federal Funding when the Approved Application is Received.

Chief Smith noted that this is a yearly grant and last year it was utilized for installation of video court system. This year the funds would be used for technology upgrades to the

police department which were about two years over-due. He asked for approval and acceptance of the JAG grant for distribution as allocated in the memo.

Motion made by Councilmember Vaughan to authorize Mayor to Accept Distribution of the Local JAG/BYRNE Grant Federal Funding when the Approved Application is Received, seconded by Councilmember Phillips. **Motion** passed unanimously (5-0).

Councilmember Soriano arrived at 7:46 am.

Mayor Nehring adjourned the regular meeting at 7:46 am to enter right into executive session expected to last 7 minutes to discuss two Real Estate matters and one Collective Bargaining Negotiation matter with action expected on the Real Estate matters.

Executive Session

A. Litigation

B. Personnel – One Item discussing Collective Bargaining negotiations pursuant to RCW 42.30.140(4)(a).

C. Real Estate – Two items pursuant to RCW 42.30.110(1)(b) to discuss lease or purchase of real estate.

Motion made by Councilmember Wright to extend the executive session by five minutes, seconded by Council Rasmussen. **Motion** passed unanimously (6-0).

The regular meeting reconvened at 8:00 am.

Motion made by Councilmember Rasmussen, seconded by Councilmember Stevens to approve Rental Lease agreement at 5th and Delta House Lease and Damage Deposit as discussed in Executive Session. **Motion** passed unanimously, (6-0)

8. An **Ordinance** of the City of Maryville, Washington Authorizing the Condemnation, Appropriation, Taking, Damaging and Acquisition of Land and Other Property for the Purpose of Construction 51st Avenue N.E. from 84th Street N.E. to 88th Street N.E. and Associated Street Improvements.

Motion made by Councilmember Phillips, seconded by Councilmember Wright, to approve Ordinance No. 2869. **Motion** passed unanimously, (6-0).

Motion by Councilmember Phillips, seconded by Councilmember Rasmussen, to approve a Purchase and Sale agreement as discussed in Executive Session. City Attorney Weed suggested referencing the address which is 5103 86th Place NE. Councilmember Phillips amended his motion to include the address. **Motion** passed unanimously, (6-0).

DRAFT

Mayor Nehring thanked Councilmembers and staff for putting together and attending the meeting and wished everyone a great August.

Adjournment

Seeing no further business Mayor Nehring adjourned the meeting at 8:03 a.m.

Approved this _____ day of _____, 2011.

Mayor
Jon Nehring

April O'Brien
Deputy City Clerk

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 12, 2011

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 **August 10, 2011** claims in the amount of **\$788,677.11** paid by **Check No.'s 71860 through 71969 with Check No. 71821 voided.**

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-8

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 **\$788,677.11 PAID BY CHECK NO.'S 71860 THROUGH 71969 WITH CHECK NO. 71821 VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

April O'Brien

8/11/11

AUDITING OFFICER

DATE

MAYOR

DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **12TH DAY OF SEPTEMBER 2011.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 8/10/2011 TO 8/4/2011

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
71860	ADVANTAGE BUILDING S	EXTRA CLEANING HOURS @ KBCC	COMMUNITY CENTER	200.00
71861	AFTS	REMITTANCE PROCESSING-JUNE 201	UTILITY BILLING	948.14
	AFTS	WEB PAYMENT SERVICES - JUNE 20	UTILITY BILLING	1,111.75
	AFTS	BILL PRINTING SERVICES-JUNE 20	UTILITY BILLING	7,924.66
71862	ALFYS PIZZA	PIZZA FOR PARKS/REC PROGRAM	RECREATION SERVICES	53.72
71863	ANDERSON, JEAN	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
71864	ARAMARK UNIFORM	UNIFORM CLEANING	MAINTENANCE	14.28
	ARAMARK UNIFORM		MAINTENANCE	14.28
	ARAMARK UNIFORM		MAINTENANCE	14.88
	ARAMARK UNIFORM		MAINTENANCE	28.94
	ARAMARK UNIFORM		EQUIPMENT RENTAL	32.11
71865	ASL INTERPRETER NETW	INTERPRETER SERVICES	COURTS	342.22
71866	AVAGIMOVA, KARINE		COURTS	125.00
71867	BAMBREW ESPRESSO	ESPRESSO DRINK CARDS-WELLNESS	PERSONNEL ADMINISTRATIO	247.00
71868	BERGER/ABAM ENGR	PROFESSIONAL SERVICES	GMA - STREET	42,104.00
71869	BLACK ROCK CABLE INC	I-NET TELEMETRY EXTENSION	CENTRAL SERVICES	493.50
71870	BOB BARKER COMPANY	SUPPLIES	DETENTION & CORRECTION	138.54
71871	BOYD, RAE	INMATE CARE	DETENTION & CORRECTION	3,725.00
71872	BUILDERS EXCHANGE	PUBLISH PROJECTS ONLINE	GMA - STREET	56.19
71873	CARDWELL, IRATXE	INTERPRETER SERVICES	COURTS	100.00
	CARDWELL, IRATXE		COURTS	100.00
71874	CARRS ACE	SWIVEL HOSE COUPLING	WASTE WATER TREATMENT	5.42
	CARRS ACE	TRIMMER LINE	SEWER LIFT STATION	15.78
71875	CARVER, VICKI	INSTRUCTOR SERVICES	RECREATION SERVICES	105.00
	CARVER, VICKI		RECREATION SERVICES	106.20
	CARVER, VICKI		RECREATION SERVICES	189.00
	CARVER, VICKI		RECREATION SERVICES	247.80
71876	CDW GOVERNMENT INC	ADOBE PRO LICENSES	GMA - STREET	634.23
71877	CLARK OFFICE PRODUCT	4-PART SUMMONS	MUNICIPAL COURTS	1,056.13
71878	COLUMBIA PAINT	PAINT AND TAPE	SOURCE OF SUPPLY	87.21
71879	COMCAST	ACCT. #8498 31 002 0149949-PRO	PRO-SHOP	74.45
71880	COMMERCIAL FIRE	FIRE EXTINGUISHER SERVICE TAGS	ER&R	18.75
71881	COOP SUPPLY	CROSSBOW 2.5 GAL	WASTE WATER TREATMENT	195.47
	COOP SUPPLY	(47) 50# LIME	RECREATION SERVICES	244.49
71882	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	1,864.95
71883	COSTCO	COSTCO MEMBERSHIP	NON-DEPARTMENTAL	50.00
	COSTCO		PURCHASING/CENTRAL STOF	50.00
71884	DAY WIRELESS SYSTEMS	PINPOINT X MODEM INSTALL	TRIBAL GAMING-GENL	267.55
71885	DELAMERCED, DAWN	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
71886	DELL	MISC. PERIPHERAL REPLACEMENT	IS REPLACEMENT ACCOUNTS	52.12
71887	DIAMOND B CONSTRUCT	REPAIR HEAT PUMP #4-LIBRARY	LIBRARY-GENL	440.56
71888	DICKS TOWING	TOWING EXPENSE MP 11-2562	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE MP 11-2781	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE MP 11-3282	POLICE PATROL	43.44
71889	DUNLAP INDUSTRIAL	RUBBER BOOTS-SUMMER HELP	UTIL ADMIN	98.17
	DUNLAP INDUSTRIAL	BROOMS FOR POWER SWEEPER	WATER DIST MAINS	163.80
71890	E&E LUMBER	FASTENERS, STRAP	PARK & RECREATION FAC	2.81
	E&E LUMBER	FLOWER & GARDEN SPRAY	PARK & RECREATION FAC	4.12
	E&E LUMBER	GRAFFITI SUPPLIES	COMMUNITY DEVELOPMENT-	4.96
	E&E LUMBER	1 1/7-1/4 TRIM-LIBRARY	LIBRARY-GENL	13.81
	E&E LUMBER	PRIMER	PARK & RECREATION FAC	16.26
	E&E LUMBER	GRAFFITI SUPPLIES	COMMUNITY DEVELOPMENT-	17.43
	E&E LUMBER	SIMPLE GREEN CLEANER	PARK & RECREATION FAC	27.35
	E&E LUMBER	PAINT, BRUSH	PARK & RECREATION FAC	28.17
	E&E LUMBER	MISC. SUPPLIES	STORM DRAINAGE	31.47
	E&E LUMBER	GRAFFITI SUPPLIES	COMMUNITY DEVELOPMENT-	36.70
	E&E LUMBER	MISC. TOOLS	BUILDING MAINTENANCE	182.39

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 8/10/2011 TO 8/4/2011

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
71891	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	127.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	160.00
71892	ELMORE, MICHAEL	RENTAL REFUND	PARKS-RECREATION	90.00
	ELMORE, MICHAEL		GENERAL FUND	100.00
71893	EVERETT DIST. COURT	BAIL POSTED	GENERAL FUND	750.00
71894	EVERETT HERALD	ORD. 2867	CITY CLERK	39.56
71895	EVERETT MUNICIPAL	BAIL POSTED	GENERAL FUND	300.00
71896	EVERETT UTILITIES	WATER & FILTRATION CHARGES	SOURCE OF SUPPLY	115,246.17
71897	EVERETT, CITY OF	LAB ANALYSIS	WATER QUAL TREATMENT	32.40
71898	EYLANDER, PAT	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
71899	FCS GROUP	PROFESSIONAL SERVICES	WATER CAPITAL PROJECTS	780.00
71900	FEDEX	SHIPPING EXPENSE	GMA - STREET	7.28
	FEDEX		GMA - STREET	33.24
71901	FELDMAN & LEE P.S.	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	15,000.00
71902	FORD CRANE INC.	RELEASE RETAINAGE	WATER/SEWER OPERATION	11,175.00
71903	FRASER-CULLEN, ELIZA	PROTEM SERVICES	MUNICIPAL COURTS	1,295.00
71904	GENERAL CHEMICAL	ALUMINUM SULFATE	WASTE WATER TREATMENT	3,140.12
71905	GOVCONNECTION INC	CAR ADAPTER FOR INSPECTOR LAPT	COMMUNITY DEVELOPMENT-	71.26
	GOVCONNECTION INC	LAPTOP HARDWARE UPGRADE	COMMUNITY DEVELOPMENT-	181.98
	GOVCONNECTION INC	WATCHGUARD FOR 156TH ST PROJEC	GMA - STREET	350.78
	GOVCONNECTION INC	PHONE ACCESSORIES	IS REPLACEMENT ACCOUNTS	662.46
71906	GRIFFEN, CHRIS	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	150.00
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	150.00
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	300.00
71907	GROUP HEALTH	DOT PHYSICALS	SOLID WASTE OPERATIONS	65.00
	GROUP HEALTH		EQUIPMENT RENTAL	65.00
	GROUP HEALTH		GENERAL SERVICES - OVERH	130.00
	GROUP HEALTH		PARK & RECREATION FAC	195.00
	GROUP HEALTH		UTIL ADMIN	260.00
71908	HD FOWLER COMPANY	CREDIT	GMA-PARKS	-279.52
	HD FOWLER COMPANY	SILT FENCE	WATER CAPITAL PROJECTS	136.05
	HD FOWLER COMPANY	MISC. SUPPLIES	PUMPING PLANT	210.88
	HD FOWLER COMPANY	MISC. MARKING PAINTS, ETC.	ER&R	380.23
	HD FOWLER COMPANY	MJ GASKET & T-BOLT KITS	WATER CAPITAL PROJECTS	444.64
	HD FOWLER COMPANY	MISC PARTS	WATER CAPITAL PROJECTS	480.23
	HD FOWLER COMPANY	SEWER SADDLES	WATER CAPITAL PROJECTS	497.65
	HD FOWLER COMPANY	STRAW WATTLE, CATCH BASIN SEDI	GMA-PARKS	978.09
	HD FOWLER COMPANY	MJ GASKET & T-BOLT KITS	WATER CAPITAL PROJECTS	1,734.60
71909	HD SUPPLY WATERWORKS	PVC	WATER CAPITAL PROJECTS	280.40
71910	HYLARIDES, LETTIE	INTERPRETER SERVICES	COURTS	112.50
	HYLARIDES, LETTIE		COURTS	112.50
71911	IKON OFFICE SOLUTION	COPIER CHARGES	MAINTENANCE	21.72
	IKON OFFICE SOLUTION		POLICE PATROL	33.19
	IKON OFFICE SOLUTION		WASTE WATER TREATMENT	37.86
	IKON OFFICE SOLUTION		COMMUNITY CENTER	44.53
	IKON OFFICE SOLUTION		GENERAL SERVICES - OVERH	87.90
	IKON OFFICE SOLUTION		PROBATION	119.46
	IKON OFFICE SOLUTION		POLICE INVESTIGATION	163.99
	IKON OFFICE SOLUTION		LEGAL - PROSECUTION	191.13
	IKON OFFICE SOLUTION		ENGR-GENL	197.12
	IKON OFFICE SOLUTION		PERSONNEL ADMINISTRATIO	221.97
	IKON OFFICE SOLUTION		DETENTION & CORRECTION	260.48
	IKON OFFICE SOLUTION		UTILITY BILLING	273.18
	IKON OFFICE SOLUTION		EXECUTIVE ADMIN	275.20

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 8/10/2011 TO 8/4/2011

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
71911	IKON OFFICE SOLUTION	COPIER CHARGES	MUNICIPAL COURTS	299.18
	IKON OFFICE SOLUTION		CITY CLERK	304.71
	IKON OFFICE SOLUTION		FINANCE-GENL	304.71
	IKON OFFICE SOLUTION		PARK & RECREATION FAC	345.35
	IKON OFFICE SOLUTION		UTIL ADMIN	448.88
	IKON OFFICE SOLUTION		COMMUNITY DEVELOPMENT-	655.52
	IKON OFFICE SOLUTION		OFFICE OPERATIONS	1,021.93
71912	INFORMATION SERVICES	FIBER CONNECTIVITY - ANNUAL CO	TRIBAL GAMING-GENL	600.00
71913	IRON MOUNTAIN	4X8 ROCK	GMA-PARKS	778.18
71914	KIRBY BUILT QUALITY	SHOE CLEANING STATION	MAINTENANCE	296.26
71915	LAMERE, THOMAS	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
71916	LICENSING, DEPT OF	BELTRAN, HEATHER (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	BLAIS, PATRICK (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	DECKER, CODY (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	DINGES, DAVID (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	GLAVES, ANDREW (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MANDEVILLE, NICOLE (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	ORIGINAL - DENIED	GENERAL FUND	18.00
	LICENSING, DEPT OF	PETERSON, JORDAN (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	PHILLIPS, BRANDON (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	SMITH, JENNY (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	STEINBAUER, STACY (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	TOGESEN, BARRY (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	WINSTON, TIEARNEY (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	YOCOM, DAVID (RENEWAL)	GENERAL FUND	18.00
71917	LOOP, RON W	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
71918	LOWES HIW INC	MISC. SUPPLIES	STORM DRAINAGE	150.01
71919	MAKERS	PROFESSIONAL SERVICES	PARK & RECREATION FAC	2,560.00
71920	MARYSVILLE FLORAL	FLOWERS-WRIGHT	EXECUTIVE ADMIN	96.65
71921	MARYSVILLE PAINT	CHROME GREEN PAINT	PARK & RECREATION FAC	217.16
71922	MARYSVILLE PRINTING	BUSINESS CARDS - MULLIGAN	COMMUNITY DEVELOPMENT-	113.92
71923	MARYSVILLE SCHOOL	MITIGATION FEES - 07/2011	SCHOOL MIT FEES	72,534.00
71924	MICROSOFT CORPORATIO	TECHNET SUBSCRIPTION RENEWAL	COMPUTER SERVICES	270.41
71925	MIDGE, TIFFANY	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
71926	MIRANDA, TONYA	SUPPLY REIMBURSEMENT	PERSONNEL ADMINISTRATIO	78.04
71927	MIZELL, TARA	CAMERA REIMBURSEMENT	PARK & RECREATION FAC	108.59
71928	MURRISH, DONNA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
71929	NATIONAL BARRICADE	DRIVE RIVETS & CORNERBOLTS	TRANSPORTATION MANAGEM	162.90
	NATIONAL BARRICADE	FILM & NEW 18" X 18" SIGNS	TRANSPORTATION MANAGEM	609.21
71930	NELSON PETROLEUM	GAS & DIESEL FUEL	MAINTENANCE	1,377.16
71931	NEWMAN TRAFFIC SIGNS	MISC. ITEMS FOR SIGN SHOP	CITY STREETS	-169.94
	NEWMAN TRAFFIC SIGNS		TRANSPORTATION MANAGEM	2,145.94
71932	NEXTEL	ACCT #130961290	SEWER LIFT STATION	69.00
	NEXTEL		WATER FILTRATION PLANT	69.01
71933	NHRMA	REGISTRATION-KELLEY, MARCIA	PERSONNEL ADMINISTRATIO	414.00
71934	NORTHWEST CASCADE	HONEY BUCKET	PARK & RECREATION FAC	112.68
71935	OFFICE DEPOT	OFFICE SUPPLIES	UTIL ADMIN	2.27
	OFFICE DEPOT		ENGR-GENL	6.71
	OFFICE DEPOT		UTIL ADMIN	6.72
	OFFICE DEPOT		GENERAL SERVICES - OVERI	22.77
	OFFICE DEPOT		MUNICIPAL COURTS	49.52
	OFFICE DEPOT		MUNICIPAL COURTS	51.26
	OFFICE DEPOT		POLICE PATROL	52.28
	OFFICE DEPOT		PARK & RECREATION FAC	73.52
	OFFICE DEPOT		WATER SERVICE INSTALL	84.15
	OFFICE DEPOT		POLICE PATROL	144.89
71936	OLYMPIC SECURITY	SERVICE CALL	PUBLIC SAFETY FAC-GENL	48.88

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 8/10/2011 TO 8/4/2011

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
71937	PARTS STORE, THE	MISC. FILTERS, ANTI FREEZE, CA	ER&R	150.91
71938	PATRICKS PRINTING	COURT ADDRESS PADS	MUNICIPAL COURTS	33.67
	PATRICKS PRINTING	PAYMENT OF RESTITUTION FORMS	MUNICIPAL COURTS	286.36
	PATRICKS PRINTING	LETTERHEAD	MUNICIPAL COURTS	317.20
	PATRICKS PRINTING	NOTICE OF CASE SETTING	MUNICIPAL COURTS	560.76
	PATRICKS PRINTING	INFRACTION NOTICE OF HEARINGS	MUNICIPAL COURTS	756.71
71939	PETTY CASH- POLICE	PETTY CASH REIMBURSEMENT	OFFICE OPERATIONS	4.61
	PETTY CASH- POLICE		POLICE ADMINISTRATION	4.99
	PETTY CASH- POLICE		ANIMAL CONTROL	5.42
	PETTY CASH- POLICE		POLICE PATROL	8.98
	PETTY CASH- POLICE		CRIME PREVENTION	52.57
71940	POSTAL SERVICE	POSTAGE-FALL ACTIVITIES GUIDE	EXECUTIVE ADMIN	4,165.24
71941	PSSP - PUGET SOUND	SECURITY SERVICES	PROBATION	753.38
	PSSP - PUGET SOUND		MUNICIPAL COURTS	2,260.12
71942	PUD	ACCT #2013-8099-5	PUMPING PLANT	29.76
	PUD	ACCT #2026-7070-9	STREET LIGHTING	53.88
	PUD	ACCT #2030-6201-3	STREET LIGHTING	78.34
	PUD	ACCT #2034-3089-7	STREET LIGHTING	99.69
	PUD	ACCT #2026-8910-5	WASTE WATER TREATMENT	156.51
	PUD	ACCT #2023-6819-7	PUMPING PLANT	174.27
	PUD	ACCT #2024-9063-7	SEWER LIFT STATION	183.46
	PUD	ACCT #2033-4458-5	STREET LIGHTING	196.54
	PUD	ACCT #2020-3007-8	TRANSPORTATION MANAGEM	198.27
	PUD	ACCT #2022-9433-6	STREET LIGHTING	211.82
	PUD	ACCT #2025-7232-7	STREET LIGHTING	222.30
	PUD	ACCT #2010-9896-9	PUMPING PLANT	3,377.89
71943	RICHARDS, JUDY	REFUND	PARKS-RECREATION	22.00
71944	ROBINSON & NOBLE INC	PROFESSIONAL SERVICES	UTIL ADMIN	1,761.65
71945	ROBINSON, MIKE	GRAFFITI PAINT OUT DAY SUPPLIE	PARK & RECREATION FAC	38.63
71946	ROGERS, MICHAEL	UB 971190000002 6710 47TH AVE	WATER/SEWER OPERATION	195.36
71947	SAFEWAY INC.	SUPPLY REIMBURSEMENT	EXECUTIVE ADMIN	31.69
71948	SHANKLE, CRAIG	INSTRUCTOR SERVICES	COMMUNITY CENTER	32.00
71949	SIMPLOT PARTNERS	FUNGICIDE	MAINTENANCE	314.94
71950	SNO CO TREASURER	CRIME VICTIM/WITNESS FUNDS	CRIME VICTIM	845.74
71951	SOUND SAFETY	JEANS-DAY, SAM	GENERAL SERVICES - OVERH	113.51
	SOUND SAFETY	SAFETY EQUIPMENT	ER&R	216.00
71952	STRATEGIES 360	PROFESSIONAL SERVICES	WASTE WATER TREATMENT	1,875.00
	STRATEGIES 360		GENERAL SERVICES - MAINTI	2,250.00
	STRATEGIES 360		UTIL ADMIN	3,375.00
71953	TETRA TECH/KCM	DIRECTIONAL BORE & CONDUIT PLA	CENTRAL SERVICES	15,406.24
	TETRA TECH/KCM		UTIL ADMIN	17,000.00
71954	TEXTRON FINANCIAL	EX GO CART LEASE	MAINTENANCE	435.00
71955	THOMAS, STEPHANIE	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
71956	TRAFFIC SAFETY SUPPL	SUPPLIES FOR SIGN SHOP	TRANSPORTATION MANAGEM	2,073.18
71957	TRANSPORTATION, DEPT	PROJECT COSTS FOR JUNE 2011	GMA - STREET	105.61
	TRANSPORTATION, DEPT		GMA - STREET	3,389.42
71958	TRANSPORTATION, DEPT	BIA PROJECT COSTS	GMA - STREET	276,185.28
71959	ULTRA ELECTRIC LLC	SOCKETS & BALLASTS	PUBLIC SAFETY FAC-GENL	162.88
71960	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	12.76
71961	VCA ANIMAL MEDICAL	VET CARE	ANIMAL CONTROL	100.00
	VCA ANIMAL MEDICAL		ANIMAL CONTROL	100.00
71962	VERIZON/FRONTIER	ACCT #1101641995410	UTIL ADMIN	30.22
	VERIZON/FRONTIER	ACCT #107355912203	MUNICIPAL COURTS	48.10
	VERIZON/FRONTIER		ENGR-GENL	48.10
	VERIZON/FRONTIER		EXECUTIVE ADMIN	48.10
	VERIZON/FRONTIER		PERSONNEL ADMINISTRATIO	48.10
	VERIZON/FRONTIER		UTILITY BILLING	48.10

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 8/10/2011 TO 8/4/2011

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
71962	VERIZON/FRONTIER	ACCT #107355912203	LIBRARY-GENL	48.10
	VERIZON/FRONTIER		COMMUNITY CENTER	48.10
	VERIZON/FRONTIER		POLICE PATROL	48.10
	VERIZON/FRONTIER		GENERAL SERVICES - OVERF	48.10
	VERIZON/FRONTIER	ACCT. # 03 0275 1093675586 10	TRAFFIC CONTROL DEVICES	50.03
	VERIZON/FRONTIER	ACCT. # 03 0275 1075678927 08	TRAFFIC CONTROL DEVICES	52.46
	VERIZON/FRONTIER	ACCT #107747568401	OFFICE OPERATIONS	53.82
	VERIZON/FRONTIER	ACCT. # 03 0211 1068535202 08	MAINT OF GENL PLANT	53.82
	VERIZON/FRONTIER	ACCT. # 03 0254 1065427347 10	MAINT OF GENL PLANT	58.44
	VERIZON/FRONTIER	ACCT #1103241996301	UTIL ADMIN	65.73
	VERIZON/FRONTIER	ACCT #1108541996810	UTIL ADMIN	65.73
	VERIZON/FRONTIER	ACCT. # 03 0211 1056605537 02	SEWER LIFT STATION	90.66
	VERIZON/FRONTIER	ACCT #107355912203	COMMUNICATION CENTER	96.21
	VERIZON/FRONTIER		DETENTION & CORRECTION	96.21
	VERIZON/FRONTIER		POLICE ADMINISTRATION	96.21
	VERIZON/FRONTIER		GOLF ADMINISTRATION	96.21
	VERIZON/FRONTIER	ACCT. # 03 0275 1085454631 00	WATER FILTRATION PLANT	102.47
	VERIZON/FRONTIER	ACCT #100152074306	ADMIN FACILITIES	107.64
	VERIZON/FRONTIER	ACCT #101451140308	PUBLIC SAFETY FAC-GENL	107.64
	VERIZON/FRONTIER	ACCT #10624354707	TRANSPORTATION MANAGEM	137.42
	VERIZON/FRONTIER	ACCT #107355912203	GOLF ADMINISTRATION	144.31
	VERIZON/FRONTIER		OFFICE OPERATIONS	144.31
	VERIZON/FRONTIER		ADMIN FACILITIES	192.42
	VERIZON/FRONTIER		COMMUNITY DEVELOPMENT-	192.42
	VERIZON/FRONTIER		WASTE WATER TREATMENT	192.43
	VERIZON/FRONTIER		PARK & RECREATION FAC	240.52
	VERIZON/FRONTIER		UTIL ADMIN	272.41
71963	WA STATE TREASURER	PUBLIC SAFETY & BLDG REVENUE	GENERAL FUND	711.00
	WA STATE TREASURER		GENERAL FUND	49,940.64
71964	WASTE MANAGEMENT	YARDWASTE & RECYCLE SERVICE	RECYCLING OPERATION	80,627.62
71965	WAXIE SANITARY SUPPL	JANITORIAL SUPPLIES	PARK & RECREATION FAC	232.98
	WAXIE SANITARY SUPPL		PARK & RECREATION FAC	390.07
71966	WESTERN FACILITIES	SUPPLIES	DETENTION & CORRECTION	142.24
71967	WILBUR-ELLIS	REPAIR PARTS	MAINTENANCE	78.44
	WILBUR-ELLIS	FERTILIZER	MAINTENANCE	390.38
	WILBUR-ELLIS	CONTROLLER	MAINTENANCE	580.78
71968	WOODMANSEE, LAUREN	INSTRUCTOR SERVICES	RECREATION SERVICES	291.20
71969	WSSUA	UMPIRES-ADULT SUMMER SOFTBALL	RECREATION SERVICES	2,160.00

WARRANT TOTAL: 789,012.27

LESS VOIDED CHECK:

CHECK # 71821 INITIATOR ERROR (\$335.16)

WARRANT TOTAL: 788,677.11

REASON FOR VOIDS:

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

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 12, 2011

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 **August 17, 2011** claims in the amount of **\$270,017.17** paid by **Check No.'s 71970 through 72087 with Check No.'s 69835, 71758, 71917 and 71946 voided.**

COUNCIL ACTION:

BLANKET CERTIFICATION

CLAIMS
FOR
PERIOD-8

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 **\$270,017.17 PAID BY CHECK NO.'S 71970 THROUGH 72087 WITH CHECK NO.'s 69835, 71758, 71917 AND 71946 VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

AUDITING OFFICER

DATE

MAYOR

DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **12TH DAY OF SEPTEMBER 2011.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 8/11/2011 TO 8/17/2011

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
71970	REVENUE, DEPT OF	SALES & USE TAX-JULY 2011	CITY CLERK	1.28
	REVENUE, DEPT OF		COMMUNITY DEVELOPMENT-	3.31
	REVENUE, DEPT OF		GOLF COURSE	5.92
	REVENUE, DEPT OF		POLICE ADMINISTRATION	19.70
	REVENUE, DEPT OF		INFORMATION SERVICES	52.57
	REVENUE, DEPT OF		CITY STREETS	86.94
	REVENUE, DEPT OF		WATER/SEWER OPERATION	87.72
	REVENUE, DEPT OF		ER&R	225.78
	REVENUE, DEPT OF		GENERAL FUND	307.98
	REVENUE, DEPT OF		PRO-SHOP	636.80
	REVENUE, DEPT OF		STORM DRAINAGE	4,965.23
	REVENUE, DEPT OF		GOLF COURSE	11,647.93
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	13,956.12
	REVENUE, DEPT OF		UTIL ADMIN	44,122.14
71971	3M	CITRUS BASE CLEANER	ER&R	158.34
71972	ADVANTAGE BUILDING S	JANITORIAL SERVICES	WATER FILTRATION PLANT	37.73
	ADVANTAGE BUILDING S		MAINT OF GENL PLANT	67.86
	ADVANTAGE BUILDING S		WASTE WATER TREATMENT	403.76
	ADVANTAGE BUILDING S		COMMUNITY CENTER	435.49
	ADVANTAGE BUILDING S		ADMIN FACILITIES	535.16
	ADVANTAGE BUILDING S		PUBLIC SAFETY FAC-GENL	605.88
	ADVANTAGE BUILDING S		PARK & RECREATION FAC	620.40
	ADVANTAGE BUILDING S		COURT FACILITIES	950.52
	ADVANTAGE BUILDING S		UTIL ADMIN	1,032.75
71973	AFTS	REMITTANCE PROCESSING-JULY 201	UTILITY BILLING	917.44
	AFTS	WEB PAYMENT SERVICES-JULY 2011	UTILITY BILLING	1,049.25
	AFTS	BILL PRINTING SERVICES-JULY 20	UTILITY BILLING	7,660.02
71974	AGRITURF	(80) TURF/SOD	PARK & RECREATION FAC	19.99
71975	AMERICAN WATER WORKS	AWWA MEMBERSHIP-LATIMER	UTIL ADMIN	190.00
71976	AMSAN SEATTLE	JANITORIAL SUPPLIES - PW SHOP	MAINT OF GENL PLANT	199.29
	AMSAN SEATTLE	JANITORIAL SUPPLIES - PW ADMIN	UTIL ADMIN	217.85
	AMSAN SEATTLE	JANITORIAL SUPPLIES - PS BLDG	PUBLIC SAFETY FAC-GENL	236.08
	AMSAN SEATTLE	DEGREASE - INVENTORY	ER&R	255.09
	AMSAN SEATTLE	JANITORIAL SUPPLIES-COURT HOUS	COURT FACILITIES	296.69
71977	ARLINGTON, CITY OF	ARLINGTON CHRISTIAN SCHOOL-114	SOURCE OF SUPPLY	33.40
71978	BAG BOY	UMBRELLA & CUP HOLDERS	GOLF COURSE	37.95
71979	BANDWIDTH.COM INC	MONTHLY SERVICE CHARGE	COMPUTER SERVICES	103.39
71980	BANK OF AMERICA	SHORT PAID 07/2011 STATEMENT	TRIBAL GAMING-GENL	0.20
71981	BANK OF AMERICA	SUPPLY REIMBURSEMENT	PARK & RECREATION FAC	32.57
71982	BANK OF AMERICA	MEAL REIMBURSEMENT	EXECUTIVE ADMIN	52.98
71983	BARTH, EMILY	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
71984	BATTERIES PLUS	BATERY REPLACEMENTS	COMPUTER SERVICES	32.74
71985	BELMARK PROPERTY MNG	GEDDES MARINA MANAGEMENT-JULY	STORM DRAINAGE	1,290.00
71986	BICKFORD FORD	CORE RETURN-#P124	EQUIPMENT RENTAL	-81.45
	BICKFORD FORD	BEARING SEALS-#P103	EQUIPMENT RENTAL	74.56
	BICKFORD FORD	FRONT & REAR BRAKE PAD SETS	ER&R	182.38
	BICKFORD FORD	AXLE ASSEMBLY-#P103	EQUIPMENT RENTAL	291.57
	BICKFORD FORD	MISC ITEMS FOR #955	EQUIPMENT RENTAL	483.57
	BICKFORD FORD	ALTERNATOR-#P124	EQUIPMENT RENTAL	505.86
71987	BRINKS INC	ARMORED TRUCK SERVICE	GOLF ADMINISTRATION	99.81
	BRINKS INC		COMMUNITY DEVELOPMENT-	174.33
	BRINKS INC		UTIL ADMIN	174.33
	BRINKS INC		POLICE ADMINISTRATION	320.26
	BRINKS INC		UTILITY BILLING	320.26
	BRINKS INC		MUNICIPAL COURTS	320.26
71988	BUSINESS 21 PUBLISHI	SUPERVISOR TRAINING & MATERIAL	EXECUTIVE ADMIN	219.00
	BUSINESS 21 PUBLISHI		EXECUTIVE ADMIN	222.00

**CITY OF MARYSVILLE
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71989	CALLAWAY GOLF	TOP FLITE JR SET 9-12	GOLF COURSE	104.00
	CALLAWAY GOLF	CALLAWAY JR SET 9-12	GOLF COURSE	182.00
71990	CAPTAIN DIZZYS EXXON	CAR WASH	PARK & RECREATION FAC	4.50
	CAPTAIN DIZZYS EXXON	CAR WASH - LAYCOCK	ENGR-GENL	4.50
	CAPTAIN DIZZYS EXXON	CAR WASHES	ANIMAL CONTROL	13.50
	CAPTAIN DIZZYS EXXON		POLICE PATROL	243.00
71991	CARRS ACE	PVC FITTINGS	WATER RESERVOIRS	12.97
	CARRS ACE	PAINT BRUSHES, THINNER, DROP C	HYDRANTS	27.43
	CARRS ACE	PAINT BRUSHES	HYDRANTS	28.10
71992	CODE PUBLISHING	MMC COMPLETE TEXT REPRINT	CITY CLERK	119.46
71993	COMMERCIAL FIRE	FIRE EXTINGUISHERS & RECHARGE	ER&R	182.63
71994	COOP SUPPLY	GAS CAN	HYDRANTS	32.57
	COOP SUPPLY	8" & 6" T POSTS - ED SPRINGS	WATER CAPITAL PROJECTS	158.66
71995	CORPORATE OFFICE SPL	WYPALL WIPES	ER&R	94.43
71996	CRISTIANO'S	LUNCH MEETING - MPOA NEGOTIATI	PERSONNEL ADMINISTRATIO	9.60
	CRISTIANO'S		EXECUTIVE ADMIN	14.08
	CRISTIANO'S		POLICE ADMINISTRATION	20.90
71997	DAWSON PILE DRIVING	PAY ESTIMATE #2	SEWER CAPITAL PROJECTS	25,103.81
71998	DB SECURE SHRED	MONTHLY DESTRUCTION SERVICE	CITY CLERK	7.31
	DB SECURE SHRED		FINANCE-GENL	7.31
	DB SECURE SHRED		UTILITY BILLING	7.32
	DB SECURE SHRED	MONTHLY SHREDDING	EXECUTIVE ADMIN	9.56
	DB SECURE SHRED		LEGAL - PROSECUTION	9.57
71999	DEMARCO, LORRAINE	CLASS REFUND	PARKS-RECREATION	202.00
72000	DICKS TOWING	TOW CAR #955	EQUIPMENT RENTAL	86.88
72001	DOCUMENT SCANNING	SOFTWARE MAINTENANCE-DSSI	GENERAL FUND	-344.00
	DOCUMENT SCANNING		DETENTION & CORRECTION	4,344.00
72002	DUNFEY, ROBERT	INSTRUCTOR SERVICES	RECREATION SERVICES	550.00
72003	DUNLAP INDUSTRIAL	PIPE HARDWARE	WATER RESERVOIRS	5.46
	DUNLAP INDUSTRIAL	SHOVELS	ER&R	224.29
72004	E&E LUMBER	SUPPLIES ALL BLDG CLEAN UP	LIBRARY-GENL	4.15
	E&E LUMBER		PUBLIC SAFETY FAC-GENL	4.15
	E&E LUMBER		COURT FACILITIES	4.15
	E&E LUMBER		ADMIN FACILITIES	4.15
	E&E LUMBER		UTIL ADMIN	4.15
	E&E LUMBER		COMMUNITY CENTER	4.16
	E&E LUMBER		PARK & RECREATION FAC	4.16
	E&E LUMBER	PRIMER PAINT	PARK & RECREATION FAC	4.47
	E&E LUMBER	PAINT THINNER	HYDRANTS	6.51
	E&E LUMBER	FASTNERS FOR RACK - WWTP	WASTE WATER TREATMENT	13.03
	E&E LUMBER	PAINT ROLLER COVER	PARK & RECREATION FAC	14.25
	E&E LUMBER	SCREWS FOR SIGN SHOP	TRANSPORTATION MANAGEM	38.53
	E&E LUMBER	20' SIDE BOARD	SOURCE OF SUPPLY	65.65
	E&E LUMBER	MISC ITEMS FOR INVENTORY	ER&R	399.89
72005	ED'S TRANSMISSION EX	REBUILT TRANSMISSION -#115	EQUIPMENT RENTAL	1,482.39
72006	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	20.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	150.00
72007	EMERALD HILLS	COFFEE & SUGAR - KBCC	BAXTER CENTER APPRE	42.34
72008	EMERALD RECYCLING	USED OIL DISPOSAL	MAINT OF GENL PLANT	170.50
72009	ENGINEERING BUSINESS	MAINTENANCE KIP 7100 PRINTER	UTIL ADMIN	171.20
72010	ENGRAVING & AWARDS	CEREMONIAL SCISSORS	GENERAL FUND	-20.21
	ENGRAVING & AWARDS		EXECUTIVE ADMIN	255.21

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72011	EVERETT BARK	MED BARK - STILLY TREATMENT PL	WATER FILTRATION PLANT	272.45
	EVERETT BARK	MED BARK-STILLY TREATMENT PLAN	WATER FILTRATION PLANT	272.45
	EVERETT BARK	BARK	MAINTENANCE	281.82
	EVERETT BARK	BEAUTY BARK	WASTE WATER TREATMENT	408.68
	EVERETT BARK		WASTE WATER TREATMENT	408.68
	EVERETT BARK	15 YDS MED BARK	UTIL ADMIN	425.06
72012	EVERETT HERALD	CONDEMNATION ADVERTISEMENT	GMA - STREET	110.08
72013	EVERETT TIRE & AUTO	FOUR P225/R16 EAGLE	ER&R	378.64
	EVERETT TIRE & AUTO	GOODYEAR EAGLE RA P225/60R16	ER&R	378.64
	EVERETT TIRE & AUTO	5 P235/55R17 EAGLE TIRES	ER&R	553.68
72014	GENERAL CHEMICAL	ALUMINUM SULFATE-11.771 DRY TO	WASTE WATER TREATMENT	3,221.40
72015	GOVCONNECTION INC	PRINTER - DONALDSON	ENGR-GENL	214.39
	GOVCONNECTION INC	PDU's OUTLETS - FIRESIDE SERVER	COMPUTER SERVICES	395.17
	GOVCONNECTION INC	REPLACEMENT PRINTER-PATROL	COMPUTER SERVICES	524.60
72016	GRAY AND OSBORNE	PROFESSIONAL SERVICES 6/26/11-	SEWER CAPITAL PROJECTS	6,317.40
72017	GRAYBAR ELECTRIC CO	CABLE SUSPENSION CLAMPS	TRANSPORTATION MANAGEN	43.88
72018	GUARDIAN SECURITY	ALARM MONITORING-COKE BLDG	MAINT OF GENL PLANT	94.50
72019	GUENZLER, JOSH	CDL ENDORSEMENT REIMBURSEMENT	UTIL ADMIN	30.00
72020	GUERRERO, ZOILA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
72021	HD FOWLER COMPANY	3" COUPLING	PARK & RECREATION FAC	9.86
	HD FOWLER COMPANY	PVC PIPE, E11, 45 E11, CLEAR C	PARK & RECREATION FAC	155.58
	HD FOWLER COMPANY	ROMAC PIPE CLAMPS	WATER CAPITAL PROJECTS	499.61
	HD FOWLER COMPANY	ROMAC PIPE CLAMPS 80TH ST WTR	WATER CAPITAL PROJECTS	499.61
72022	HD SUPPLY WATERWORKS	HYDRANT BREAKAWAY KIT	HYDRANTS INSTALLATION	182.05
72023	HEACOCK, CARLEEN	CLASS REFUND	PARKS-RECREATION	22.00
72024	HENDRICKSON, JANETTE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
72025	HILINE	WIRE CONNECTORS-STREET LIGHTIN	STREET LIGHTING	29.05
72026	HORIZON	FERTILIZER	MAINTENANCE	72.87
	HORIZON	HERBICIDE	MAINTENANCE	187.26
72027	HUMAN SERVICES	LIQUOR BOARD PROFITS/TAXES Q2	NON-DEPARTMENTAL	1,411.41
	HUMAN SERVICES		NON-DEPARTMENTAL	2,478.31
72028	IRON MOUNTAIN	4X8" ROCK - BAYVIEW TRAIL	GMA-PARKS	540.11
72029	JENKINS, SHAWN	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
72030	KENNEDY/JENKS CONSUL	PROFESSIONAL SERVICES THRU 6/2	COMMUNITY DEVELOPMENT	7,128.69
72031	KINGSFORD, ANDREA	DAY CAMP SUPPLIES	RECREATION SERVICES	79.50
	KINGSFORD, ANDREA	COMMUNITY TRANSIT FARES	RECREATION SERVICES	214.00
72032	KUNG FU 4 KIDS	INSTRUCTOR SERVICES	RECREATION SERVICES	55.30
	KUNG FU 4 KIDS		RECREATION SERVICES	55.30
	KUNG FU 4 KIDS		RECREATION SERVICES	55.30
	KUNG FU 4 KIDS		RECREATION SERVICES	97.58
	KUNG FU 4 KIDS		RECREATION SERVICES	97.58
72033	LAKE INDUSTRIES	(5) FILL DIRT	GMA-PARKS	-96.32
	LAKE INDUSTRIES		GMA-PARKS	1,216.32
	LAKE INDUSTRIES	(5) 1-1/4" CRUSHED ROCK	GMA-PARKS	1,808.68
72034	LASTING IMPRESSIONS	SHIRTS 2011 SOFTBALL LEAGUE	RECREATION SERVICES	1,290.17
72035	LICENSING, DEPT OF	BANCROFT, ALLAN (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	KROM, LORRAINE (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	LYLE, GREGORY (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	ROBINSON, JENNIFER (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	VANDERSCHEL, TROY (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	LUND, MICHELLE (LATE RENEWAL)	GENERAL FUND	21.00
72036	LICENSING, DEPT OF	PE CIVIL LICENSE RENEWAL	ENGR-GENL	76.00
72037	LOWES HIW INC	MISC SUPPLIES-STILLY TREATMENT	WATER FILTRATION PLANT	4.62
	LOWES HIW INC		WATER FILTRATION PLANT	9.47
	LOWES HIW INC	MISC TOOLS	WATER CAPITAL PROJECTS	54.89
72038	MACAULAY & ASSOCIATE	5 AOS REPORTS	GMA - STREET	4,500.00
72039	MAIR, CHRISTINE	CLASS REFUND	PARKS-RECREATION	27.00

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72040	MARYSVILLE AWARDS	AWARD ENGRAVING - KICKBALL	RECREATION SERVICES	13.03
	MARYSVILLE AWARDS	PLAQUES - SOFTBALL	RECREATION SERVICES	247.61
72041	MARYSVILLE PRINTING	TWO PART PROSECUTOR FORMS	LEGAL - PROSECUTION	99.68
72042	MARYSVILLE SKATE INN	DAY CAMP SKATE PARTY	RECREATION SERVICES	250.00
72043	MCLOUGHLIN & EARDLEY	PILLAR MOUNT 6" SPOT LIGHT	ER&R	-25.16
	MCLOUGHLIN & EARDLEY		ER&R	317.80
72044	MICROFLEX INC	TAX AUDIT PROGRAM-JULY 2011	FINANCE-GENL	89.25
72045	MORENO, ARNOLD	INSTRUCTOR SERVICES	RECREATION SERVICES	56.00
	MORENO, ARNOLD		RECREATION SERVICES	88.20
	MORENO, ARNOLD		RECREATION SERVICES	113.40
	MORENO, ARNOLD		RECREATION SERVICES	147.00
	MORENO, ARNOLD		RECREATION SERVICES	170.10
	MORENO, ARNOLD		RECREATION SERVICES	170.10
	MORENO, ARNOLD		RECREATION SERVICES	175.00
	MORENO, ARNOLD		RECREATION SERVICES	280.00
	MORENO, ARNOLD		RECREATION SERVICES	336.00
	MORENO, ARNOLD		RECREATION SERVICES	367.50
	MORENO, ARNOLD		RECREATION SERVICES	2,237.90
72046	MOTOR TRUCKS	AIR CAN DIAPHRAGM #J026	EQUIPMENT RENTAL	11.01
	MOTOR TRUCKS	DIAGNOSE ENGINE LIGHT #J018	EQUIPMENT RENTAL	896.99
72047	MOUNT BAKER COUNCIL	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
72048	NORTH COAST ELECTRIC	LIGHT ASSEMBLY, TAPE, PWR CABL	STORM DRAINAGE	463.43
72049	NORTH SOUND HOSE	GARDEN HOUSE UNION, PRO WRAP	WASTE WATER TREATMENT	17.48
	NORTH SOUND HOSE	STRAINERS	WATER CAPITAL PROJECTS	63.23
	NORTH SOUND HOSE	3" SUCTION HOSE AND FITTINGS	WATER CAPITAL PROJECTS	300.42
72050	NORTHWEST CASCADE	HONEY BUCKET	RECREATION SERVICES	112.68
72051	OFFICE DEPOT	OFFICE SUPPLIES	ENGR-GENL	6.10
	OFFICE DEPOT		UTILITY BILLING	8.56
	OFFICE DEPOT		FINANCE-GENL	11.44
	OFFICE DEPOT		UTILITY BILLING	24.98
	OFFICE DEPOT		UTIL ADMIN	26.77
	OFFICE DEPOT		CITY CLERK	35.83
	OFFICE DEPOT		ENGR-GENL	50.78
	OFFICE DEPOT		LEGAL-GENL	75.63
	OFFICE DEPOT		UTILITY BILLING	110.14
	OFFICE DEPOT		FINANCE-GENL	125.50
72052	PACIFIC NW BUSINESS	TONER FOR HP & CANON	UTILITY BILLING	210.53
72053	PACIFIC POWER BATTER	HALOGEN BULBS	ER&R	35.71
	PACIFIC POWER BATTER	HALOGEN RECHARGEABLE MAGLITES	ER&R	71.42
72054	PACIFIC POWER PROD.	BRAKE SWITCH, RATCHET, HOSE	MAINTENANCE	92.02
	PACIFIC POWER PROD.	WHEEL, WHEEL KIT, TIRE ASSEMBL	PARK & RECREATION FAC	626.74
72055	PAPE MACHINERY	CREDIT FOR INVOICE 1794894	EQUIPMENT RENTAL	-1,748.30
	PAPE MACHINERY	MISC PARTS #H005	EQUIPMENT RENTAL	19.71
	PAPE MACHINERY	FILTER ELEMENT	ER&R	57.56
	PAPE MACHINERY	RIGHT REAR ANGELED GLASS #H005	EQUIPMENT RENTAL	276.10
	PAPE MACHINERY	MISC PARTS #H005	EQUIPMENT RENTAL	1,748.30
	PAPE MACHINERY		EQUIPMENT RENTAL	1,953.47
72056	PART WORKS INC, THE	REPAIR KIT - WWTP	WASTE WATER TREATMENT	55.38
72057	PARTS STORE, THE	CORE DEPOSIT CREDIT	EQUIPMENT RENTAL	-7.06
	PARTS STORE, THE	DRILL BITS FOR #253	EQUIPMENT RENTAL	9.99
	PARTS STORE, THE	STEERING & STARTING FLUID	PARK & RECREATION FAC	18.10
	PARTS STORE, THE	SPARK PLUGS #P124	EQUIPMENT RENTAL	32.84
	PARTS STORE, THE	DOUBLEBACK TAPE	EQUIPMENT RENTAL	44.96
	PARTS STORE, THE	BRAKE PADS, SHOES, CYLINDER, S	EQUIPMENT RENTAL	67.21
	PARTS STORE, THE	IDLER ARM, SPARK PLUGS #968	EQUIPMENT RENTAL	74.79
	PARTS STORE, THE	GROUP 78 BATTERY	ER&R	80.57
	PARTS STORE, THE	FLAP DISCS, FUEL, WHEEL	PARK & RECREATION FAC	82.01

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72057	PARTS STORE, THE	MOTOR OIL, FLASHERS, GLASS CLE	ER&R	99.77
	PARTS STORE, THE	MISC FILTERS, SOAP, WINDSHIELD	ER&R	102.32
	PARTS STORE, THE	AIR FILTER, HEADLAMP, PLASTIC	ER&R	103.13
	PARTS STORE, THE	BATTERIES AND CORE DEPOSITS	ER&R	161.14
	PARTS STORE, THE	PARTS FOR #253	EQUIPMENT RENTAL	163.42
	PARTS STORE, THE	MISC FILTERS, HEADLAMPS & MIRR	ER&R	351.16
72058	PEACE OF MIND	CITY COUNCIL MINUTES 7/25/11	CITY CLERK	164.30
72059	PELZER GOLF SUPPLIES	DIVOT REPAIR TOOLS	GOLF COURSE	168.24
72060	PUD	ACCT #2021-7786-1	PUMPING PLANT	28.32
	PUD	ACCT #2005-0161-7	TRANSPORTATION MANAGEM	44.65
	PUD	ACCT #2022-9424-5	SEWER LIFT STATION	81.87
	PUD	ACCT #2025-7611-2	STREET LIGHTING	106.91
	PUD	ACCT #2006-6043-9	STREET LIGHTING	107.72
	PUD	ACCT #2027-4261-5	MAINTENANCE	114.70
	PUD	ACCT # 2039-9634-3	STREET LIGHTING	149.11
	PUD	ACCT #2032-9121-6	GENERAL SERVICES - OVERH	190.06
	PUD	ACCT #2013-4666-5	SEWER LIFT STATION	206.59
	PUD	ACCT #2019-0963-7	SEWER LIFT STATION	253.93
	PUD	ACCT #2030-0599-6	TRANSPORTATION MANAGEM	297.63
	PUD	ACCT #2001-6459-8	SOURCE OF SUPPLY	731.40
	PUD	ACCT #2026-0420-3	STREET LIGHTING	1,387.64
	PUD	ACCT #2000-2187-1	COURT FACILITIES	1,836.31
	PUD	ACCT #2026-0420-3	STREET LIGHTING	1,839.43
	PUD	ACCT #2025-7611-2	STREET LIGHTING	2,031.43
	PUD	ACCT #2016-1747-9	ADMIN FACILITIES	2,140.05
	PUD	ACCT #2028-8209-8	STREET LIGHTING	8,099.56
	PUD		STREET LIGHTING	12,668.56
72061	PUGET SOUND ENERGY	ACCT #433-744-084-8 DELTA BLDG	NON-DEPARTMENTAL	33.92
	PUGET SOUND ENERGY	ACCT #856-208-715-8	NON-DEPARTMENTAL	33.92
	PUGET SOUND ENERGY	ACCT #922-456-500-3	MAINT OF GENL PLANT	36.19
	PUGET SOUND ENERGY	ACCT #433-744-264-6	PRO-SHOP	38.49
	PUGET SOUND ENERGY	ACCT #616-190-400-5	COMMUNITY CENTER	55.58
	PUGET SOUND ENERGY	ACCT #549-775-008-2 CITY HALL	ADMIN FACILITIES	55.65
	PUGET SOUND ENERGY	ACCT. # 549-775-373-0	MAINT OF GENL PLANT	61.38
	PUGET SOUND ENERGY	ACCT #835-819-211-3	COURT FACILITIES	86.56
	PUGET SOUND ENERGY	ACCT #435-851-700-3	MAINT OF GENL PLANT	107.15
	PUGET SOUND ENERGY	ACCT #753-901-800-7	PUBLIC SAFETY FAC-GENL	260.48
72062	PUGET SOUND REGIONAL	MEMBERSHIP DUES 7/1/11-6/30/12	NON-DEPARTMENTAL	17,959.00
72063	PUGET SOUND SECURITY	SPARE KEYS FOR PATROL CARS	EQUIPMENT RENTAL	86.42
72064	ROY ROBINSON	SEATBELT ASSEMBLY #104	EQUIPMENT RENTAL	264.00
72065	RV & MARINE SUPPLY	AQUA CHEM	ER&R	90.84
72066	SCHROEDER, LYNN	MEETING REFRESHMENTS	CITY COUNCIL	22.05
	SCHROEDER, LYNN		EXECUTIVE ADMIN	35.29
72067	SISKUN POWER EQUIPME	PARTS #599	EQUIPMENT RENTAL	161.94
72068	SMITH, RICHARD	TUITION REIMBURSEMENT	POLICE ADMINISTRATION	915.00
72069	SMOKEY POINT CONCRET	1-1/4 MINUS AND PIT RUN	WATER CAPITAL PROJECTS	4,012.00
72070	SOLID WASTE SYSTEMS	TAIL GATE LATCH PIN & CABLE	ER&R	213.54
72071	SONITROL	SECURITY SERVICES-AUGUST 2011	PUBLIC SAFETY FAC-GENL	93.00
	SONITROL		PARK & RECREATION FAC	122.00
	SONITROL		COMMUNITY CENTER	132.00
	SONITROL		WASTE WATER TREATMENT	232.33
	SONITROL		WATER FILTRATION PLANT	232.33
	SONITROL		ADMIN FACILITIES	308.00
	SONITROL		UTIL ADMIN	391.00
72072	SOUND SAFETY	MISC GLOVES, SAFETY GLASSES	ER&R	41.27
	SOUND SAFETY	PUSH TO LISTEN EARPHONES	UTIL ADMIN	48.66
	SOUND SAFETY	MISC GLOVES	ER&R	252.07

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72073	SPECIALTY CIGARS	CIGARS	GOLF COURSE	198.20
72074	STRAWBERRY LANES	REC EXPRESS OUTING	RECREATION SERVICES	99.00
72075	STUNS, BONITA	TRIP REFUND	PARKS-RECREATION	138.00
72076	SULLEY, PATRICK	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
72077	SUN MOUNTAIN	UMBRELLA	GOLF COURSE	29.51
72078	THYSSENKRUPP ELEVATO	ELEVATOR MAINTENANCE PS BLDG	PUBLIC SAFETY FAC-GENL	182.86
	THYSSENKRUPP ELEVATO	MAINTENANCE CITY HALL ELEVATOR	ADMIN FACILITIES	182.86
72079	TRAFFIC SAFETY SUPPL	SOLAR FLASHING BEACONS	TRANSPORTATION MANAGEM	223.70
72080	TRANSPORTATION, DEPT	PROJECT COSTS JUNE 2011-WATER	WATER CAPITAL PROJECTS	105.61
72081	ULTRA ELECTRIC LLC	ELECTRICAL REPAIRS @ WATERFRON	PARK & RECREATION FAC	261.73
	ULTRA ELECTRIC LLC	INSTALL 2" CONDUIT IN PS BLDG	CENTRAL SERVICES	953.51
72082	VERIZON/FRONTIER	ACCT #POLE BLDG	POLICE PATROL	53.82
	VERIZON/FRONTIER	ACCT. # 03 0254 1039572340 07	WASTE WATER TREATMENT	64.95
	VERIZON/FRONTIER	ACCT #1109792481505	UTIL ADMIN	74.92
	VERIZON/FRONTIER	ACCT #102746380105	COMMUNICATION CENTER	96.33
	VERIZON/FRONTIER	ACCT #106241644206	CENTRAL SERVICES	653.39
72083	WEBCHECK	WEBCHECK SERVICES JULY 2011	UTILITY BILLING	660.00
72084	WEED GRAAFSTRA	FORFEITURES - JULY 2011	POLICE INVESTIGATION	620.50
	WEED GRAAFSTRA	LEGAL SERVICES-JULY 2011	GMA - STREET	1,823.50
	WEED GRAAFSTRA		LEGAL-GENL	2,338.00
	WEED GRAAFSTRA		UTIL ADMIN	3,151.50
	WEED GRAAFSTRA		GMA - STREET	4,674.50
	WEED GRAAFSTRA		LEGAL-GENL	7,928.43
	WEED GRAAFSTRA		UTIL ADMIN	7,928.43
72085	WEST PAYMENT CENTER	WEST INFORMATION CHGS 7/1-7/31	LEGAL - PROSECUTION	570.16
72086	WILCO-WINFIELD, LLC	SEED	MAINTENANCE	79.64
	WILCO-WINFIELD, LLC	FERTILIZER	MAINTENANCE	345.36
	WILCO-WINFIELD, LLC		MAINTENANCE	534.31
72087	WOGGE, CHESTER	USED BALLS HALF DOZEN	GOLF COURSE	90.00

WARRANT TOTAL: 274,412.53

LESS VOIDED CHECK:

REASON FOR VOIDS:

CHECK # 69835	CHECK LOST IN MAIL	(\$4,000.00)
CHECK # 71758	INITIATOR ERROR	(\$100.00)
CHECK # 71917	INITIATOR ERROR	(\$100.00)
CHECK # 71946	INITIATOR ERROR	(\$195.36)

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

WARRANT TOTAL: 270,017.17

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 12, 2011

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 August 24, 2011 claims in the amount of \$267,149.92 paid by Check No.'s 72088 through 72245.
COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-8

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 **\$267,149.92 PAID BY CHECK NO.'S 72088 THROUGH 72245** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

Spud O'Brien
AUDITING OFFICER

8/26/11
DATE

MAYOR

DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **12TH DAY OF SEPTEMBER 2011.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 8/18/2011 TO 8/24/2011

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
72088	ACCURINT	BACKGROUND INFORMATION	POLICE ADMINISTRATION	137.22
72089	ADVANTAGE BUILDING S	CLEANING WILLIAMS HOUSE	NON-DEPARTMENTAL	521.28
72090	AGUILAR, ARMANDO & D	UB 987604000000 7600 34TH PL N	WATER/SEWER OPERATION	292.67
72091	ALBERTSONS	SUPPLY REIMBURSEMENT	RECREATION SERVICES	10.86
	ALBERTSONS		RECREATION SERVICES	20.47
	ALBERTSONS		RECREATION SERVICES	31.48
	ALBERTSONS		BAXTER CENTER APPRE	38.79
	ALBERTSONS		RECREATION SERVICES	45.54
	ALBERTSONS		RECREATION SERVICES	48.57
	ALBERTSONS		RECREATION SERVICES	53.08
	ALBERTSONS		RECREATION SERVICES	56.17
	ALBERTSONS		RECREATION SERVICES	71.53
72092	ALFYS PIZZA	PIZZA FOR SUMMER DAY CAMP	RECREATION SERVICES	18.45
72093	ALLIED EMPLOYERS	AUGUST MEMBERSHIP DUES & PENSI	PERSONNEL ADMINISTRATIO	2,426.13
72094	ALLWEST UNDERGROUND	15" MECH PLUG & 16" BAND FOR P	WATER CAPITAL PROJECTS	499.73
72095	AMERICAN CLEANERS	DRY CLEANING EXPENSES	POLICE PATROL	17.37
	AMERICAN CLEANERS		OFFICE OPERATIONS	41.27
	AMERICAN CLEANERS		POLICE ADMINISTRATION	45.71
	AMERICAN CLEANERS		DETENTION & CORRECTION	58.61
	AMERICAN CLEANERS		POLICE INVESTIGATION	108.39
72096	ANIMAL EMERGENCY	FELINE CARE	ANIMAL CONTROL	68.50
72097	ARAMARK UNIFORM	UNIFORM CLEANING	EQUIPMENT RENTAL	28.86
72098	ATWOOD, DEBRA	UB 761301251201 7611 77TH PL N	WATER/SEWER OPERATION	13.73
72099	BANK & OFFICE	AS-IS LEAP CHAIR	MUNICIPAL COURTS	344.26
72100	BARTLETT, JAMES	UB 280762000001 5114 130TH PL	WATER/SEWER OPERATION	125.80
72101	BELL PROPERTIES	UB 031490179000 8507 74TH DR N	WATER/SEWER OPERATION	29.06
72102	BENS CLEANER SALES	STRAINER FOR WASHRACK	MAINT OF GENL PLANT	21.45
72103	BICKFORD FORD	ENGINE COOLING FAN ASSEMBLY	EQUIPMENT RENTAL	235.67
72104	BODEAU, DEBRA	REFUND - PRORATED	PARKS-RECREATION	183.24
72105	CABLES PLUS	MISC. PERIPHERAL REPLACEMENTS	COMPUTER SERVICES	71.73
72106	CANAM FABRICATIONS	WELDED BRACKETS	TRANSPORTATION MANAGEM	130.32
72107	CARRS ACE	PUMP SPRAYER	TRAFFIC CONTROL DEVICES	11.39
	CARRS ACE	MISC. ELECTRICAL PARTS	STORM DRAINAGE	175.36
72108	CHAMPION BOLT	ALLOY BOLTS, ALLEN WRENCHES	EQUIPMENT RENTAL	13.88
72109	CHERYL MCCLELLAN	UB 961290000000 1079 ALDER AVE	WATER/SEWER OPERATION	55.00
72110	CIT GROUP, THE	LOGOED GOLF SHIRTS	GOLF COURSE	1,035.47
72111	CITYSIDE MANAGEMENT	UB 741231000001 4918 61ST ST N	WATER/SEWER OPERATION	25.00
72112	CLEARY, LORI	CLASS REFUND	PARKS-RECREATION	56.00
72113	COOP SUPPLY	GRASS SEED (1)	GMA-PARKS	48.86
	COOP SUPPLY	STRAW BALES (6)	GMA-PARKS	71.61
	COOP SUPPLY	STRAW BALES (8)	GMA-PARKS	95.48
	COOP SUPPLY	GRASS SEED (2)	GMA-PARKS	97.72
72114	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	2,386.73
72115	COSTLESS SENIOR SRVC	INMATE PRESCRIPTIONS	DETENTION & CORRECTION	997.55
72116	CROP PRODUCTION SRVC	FUNGICIDE	MAINTENANCE	347.52
72117	CRYSTAL SPRINGS	WATER DELIVERED & HOT/COLD REN	WASTE WATER TREATMENT	90.46
72118	CUMMINS NORTHWEST	TRANSFER SWITCH FAILURE	PUBLIC SAFETY FAC-GENL	3,599.40
72119	CUROTTO-CAN, THE	COMPLETE HYDRAULIC CENTRAL VAL	ER&R	-113.09
	CUROTTO-CAN, THE		EQUIPMENT RENTAL	1,428.08
72120	D PETERSON INC	UB 941334200000 1316 BEACH AVE	WATER/SEWER OPERATION	64.50
72121	DATEC, INC	SECTOR FOR VIDEO GRANT	POLICE PATROL	139.79
	DATEC, INC		POLICE ADMINISTRATION	641.37
72122	DB SECURE SHRED	SHREDDING SERVICES	PROBATION	16.45
	DB SECURE SHRED		PERSONNEL ADMINISTRATIO	19.13
	DB SECURE SHRED		POLICE PATROL	34.88
	DB SECURE SHRED		DETENTION & CORRECTION	34.88
	DB SECURE SHRED		DETENTION & CORRECTION	34.88

**CITY OF MARYSVILLE
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
72143	GOVCONNECTION INC	CREDIT-USB CABLES	POLICE ADMINISTRATION	-30.03
	GOVCONNECTION INC	USB CABLES	POLICE ADMINISTRATION	52.07
	GOVCONNECTION INC	ACCESSORIES-MULTIPLE BAY CHARG	POLICE ADMINISTRATION	57.32
	GOVCONNECTION INC	MISC. PERIPHERAL REPLACEMENT	COMPUTER SERVICES	155.18
	GOVCONNECTION INC	ADOBE INDESIGN CS5.5 UPGRADE	EXECUTIVE ADMIN	226.29
72144	GRAYBAR ELECTRIC CO	STRAPS (7)	PARK & RECREATION FAC	8.51
	GRAYBAR ELECTRIC CO	FIBER PATCH CABLES	CENTRAL SERVICES	138.71
	GRAYBAR ELECTRIC CO	CARTRIDGE REFILL	STREET LIGHTING	529.72
72145	GREENSHIELDS	HYDRAULIC FITTINGS	EQUIPMENT RENTAL	169.00
72146	HACH COMPANY	SUPPLIES - WWTP LAB	WASTE WATER TREATMENT	216.85
72147	HD FOWLER COMPANY	8" INSIDE GRIPPER WING NUT PLU	WATER CAPITAL PROJECTS	83.08
	HD FOWLER COMPANY	IRRIGATION REPAIR SUPPLIES	MAINTENANCE	132.12
	HD FOWLER COMPANY	EROSION CONTROL BLANKETS	STORM DRAINAGE	191.62
	HD FOWLER COMPANY	8" CONCRETE X, 6" PVC FERNCOS	WATER CAPITAL PROJECTS	237.51
	HD FOWLER COMPANY	STAKING FLAGS, MARKING PAINT &	ER&R	322.89
	HD FOWLER COMPANY	8" INSIDE GRIPPER WING NUT PLU	WATER CAPITAL PROJECTS	332.32
	HD FOWLER COMPANY	1.5" METER SETTER	WATER/SEWER OPERATION	434.40
	HD FOWLER COMPANY	2" METER SETTERS	WATER/SEWER OPERATION	515.86
	HD FOWLER COMPANY	ELLS, MJ GLANDS & GASKET	WATER CAPITAL PROJECTS	1,333.92
	HD FOWLER COMPANY	SLEEVES, MJ GLANDS & GASKET	WATER CAPITAL PROJECTS	4,075.87
72148	HELLER, ALISHA	UB 941260000003 1256 BEACH AVE	WATER/SEWER OPERATION	177.90
72149	HOMETOWN FIREPLACE	MISC. ITEMS FOR WILLIAMS HOUSE	NON-DEPARTMENTAL	914.41
72150	HOUSE OF UPHOLSTERY	REPAIR RIPPED SEAT CUSHION & F	EQUIPMENT RENTAL	428.97
72151	IKON OFFICE SOLUTION	COPIER CHARGES	PROBATION	4.95
	IKON OFFICE SOLUTION		WASTE WATER TREATMENT	8.31
	IKON OFFICE SOLUTION		COMMUNITY CENTER	8.42
	IKON OFFICE SOLUTION		GENERAL SERVICES - OVERH	10.00
	IKON OFFICE SOLUTION		POLICE PATROL	12.18
	IKON OFFICE SOLUTION		MAINTENANCE	13.52
	IKON OFFICE SOLUTION		UTILITY BILLING	15.50
	IKON OFFICE SOLUTION		CITY CLERK	17.29
	IKON OFFICE SOLUTION		FINANCE-GENL	17.29
	IKON OFFICE SOLUTION		PARK & RECREATION FAC	23.74
	IKON OFFICE SOLUTION		PERSONNEL ADMINISTRATIO	60.64
	IKON OFFICE SOLUTION		MUNICIPAL COURTS	82.12
	IKON OFFICE SOLUTION		POLICE INVESTIGATION	102.18
	IKON OFFICE SOLUTION		ENGR-GENL	111.26
	IKON OFFICE SOLUTION		DETENTION & CORRECTION	131.48
	IKON OFFICE SOLUTION		LEGAL - PROSECUTION	151.12
	IKON OFFICE SOLUTION		EXECUTIVE ADMIN	155.90
	IKON OFFICE SOLUTION		UTIL ADMIN	176.91
	IKON OFFICE SOLUTION		COMMUNITY DEVELOPMENT-	222.58
	IKON OFFICE SOLUTION		OFFICE OPERATIONS	479.49
72152	INCOGNITO INCORPORAT	PUBLIC WORKS DOOR LETTERING	UTIL ADMIN	135.75
72153	INFORMATION SERVICES	TELECOMMUNICATIONS	OFFICE OPERATIONS	1,121.80
72154	IRON MOUNTAIN	4 X 8" ROCK - BAYVIEW TRAIL	GMA-PARKS	102.55
	IRON MOUNTAIN	4 X 8" ROCK-BAYVIEW TRAIL	GMA-PARKS	106.86
	IRON MOUNTAIN	4 X 8" ROCK - BAYVIEW TRAIL	GMA-PARKS	107.68
	IRON MOUNTAIN		GMA-PARKS	433.09
	IRON MOUNTAIN		GMA-PARKS	447.90
	IRON MOUNTAIN	1 1/4 & 3/4" MINUS	WATER DIST MAINS	820.27
	IRON MOUNTAIN		STORM DRAINAGE	820.27
72155	JONES, SHERI	UB 690011200000 4314 92ND ST N	WATER/SEWER OPERATION	7.56
72156	KELLER SUPPLY COMPAN	HANDLE ASSEMBLY & COUPLING	WASTE WATER TREATMENT	16.99
	KELLER SUPPLY COMPAN	WATER SAVING KIT	WASTE WATER TREATMENT	54.81
72157	LAKE INDUSTRIES	FILL DIRT-DUMP FEES	GMA-PARKS	160.00
	LAKE INDUSTRIES	CRUSHED ROCK	GMA-PARKS	582.03

**CITY OF MARYSVILLE
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72157	LAKE INDUSTRIES	FILL DIRT-DUMP FEES	GMA-PARKS	600.00
	LAKE INDUSTRIES	CRUSHED ROCK	GMA-PARKS	832.50
72158	LANGLAND, JENNIFER	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
72159	LEGEND DATA SYSTEMS	PRINTER RIBBON & BADGE HOLDERS	PERSONNEL ADMINISTRATIO	96.22
72160	LES SCHWAB TIRE CTR	FLAT REPAIR-#J024	EQUIPMENT RENTAL	37.74
	LES SCHWAB TIRE CTR	SERVICE CALL - #253	EQUIPMENT RENTAL	97.74
72161	LINKS TURF SUPPLY	WEEDEATER LINE, GLOVES & NET R	MAINTENANCE	298.65
72162	LOWE, DONNA	UB 091930000001 4913 92ND ST N	WATER/SEWER OPERATION	46.27
72163	LOWES HIW INC	WHITE SHELF - PW ADMIN	UTIL ADMIN	35.77
72164	MARYSVILLE FORD	WINDOW SWITCH	EQUIPMENT RENTAL	62.23
72165	MARYSVILLE SIGN, INC	LAND USE SIGNS	COMMUNITY DEVELOPMENT-	655.40
72166	MARYSVILLE, CITY OF	WTR-6302 152ND ST NE #IRR	PARK & RECREATION FAC	31.27
	MARYSVILLE, CITY OF	STORMWATER-17906 43RD AVE NE	WATER FILTRATION PLANT	38.00
	MARYSVILLE, CITY OF	ULID #12-3003	GOLF DEBT SERVICE	217.39
	MARYSVILLE, CITY OF	WTR/SWR-7610 47TH AVE NE	MAINT OF GENL PLANT	236.02
	MARYSVILLE, CITY OF	ULID #12-3003	GOLF DEBT SERVICE	1,552.80
	MARYSVILLE, CITY OF	WTR-6302 152ND ST NE #IRR-B	PARK & RECREATION FAC	2,088.87
	MARYSVILLE, CITY OF	WTR/SWR/GBG-1635 GROVE ST	PUBLIC SAFETY FAC-GENL	2,481.83
72167	MAXX	SUNGLASSES	GOLF COURSE	253.30
72168	MCCULLOUGH, GINA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
72169	MCGREGOR HARDWARE	VON DUPRIN V-ROD EXIT DEVICES	LIBRARY-GENL	1,675.43
72170	MCLOUGHLIN & EARDLEY	LOW STROBE BEACON	ER&R	-8.44
	MCLOUGHLIN & EARDLEY		ER&R	106.59
72171	MCVAYS MOBILE WELD	ON SITE WELDING REPAIR	WASTE WATER TREATMENT	325.80
72172	METTLER, CAROL	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
72173	MOORS, JEFF & ERYN	UB 621340000001 10622 39TH DR	WATER/SEWER OPERATION	18.76
72174	MOORS, JEFF & ERYN	UB 620970000001 10616 38TH AVE	WATER/SEWER OPERATION	86.44
72175	MPHS CLASS OF 1981	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
72176	MSAC	RESIDENCE CHECK REFUND	POLICE-CONTRIBUTIONS	25.00
72177	MT VIEW PRESB.	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
72178	NATIONAL SAFETY INC	MISC. VESTS	ER&R	97.93
	NATIONAL SAFETY INC		ER&R	223.45
72179	NELSON PETROLEUM	HYDRAULIC FLUID	MAINTENANCE	948.76
72180	NORTHWEST CASCADE	HONEY BUCKETS	PARK & RECREATION FAC	249.00
72181	OFFICE DEPOT	OFFICE SUPPLIES	UTIL ADMIN	2.66
	OFFICE DEPOT		ENGR-GENL	2.67
	OFFICE DEPOT		UTIL ADMIN	2.71
	OFFICE DEPOT		ENGR-GENL	2.71
	OFFICE DEPOT		UTIL ADMIN	4.25
	OFFICE DEPOT		CRIME PREVENTION	6.83
	OFFICE DEPOT		UTIL ADMIN	31.28
	OFFICE DEPOT		UTIL ADMIN	33.22
	OFFICE DEPOT		OFFICE OPERATIONS	42.29
	OFFICE DEPOT		WASTE WATER TREATMENT	84.67
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	322.88
72182	OKANOGAN COUNTY JAIL	JULY HOUSING AND MEDICATIONS	DETENTION & CORRECTION	10,852.19
72183	OSBORNE, RICK AND SH	UB 331476110000 15008 43RD DR	WATER/SEWER OPERATION	246.57
72184	PACIFIC NW BUSINESS	TONER	POLICE INVESTIGATION	71.08
72185	PACIFIC POWER PROD.	BLADES, GUARDS, LOCKS	PARK & RECREATION FAC	244.67
72186	PACIFIC TOPSOILS	CEDAR PLAY CHIPS	PARK & RECREATION FAC	1,879.65
72187	PAPER DIRECT	SAMPLES OF POST CARDS & CERTS	EXECUTIVE ADMIN	5.00
72188	PART WORKS INC, THE	BUBBLER CARTRIDGES	PARK & RECREATION FAC	82.67
72189	PARTS STORE, THE	FLOOR MAT SET	EQUIPMENT RENTAL	25.29
	PARTS STORE, THE	AIR COMPRESSOR OIL	EQUIPMENT RENTAL	28.77
	PARTS STORE, THE	MISC. FILTERS	ER&R	127.88
	PARTS STORE, THE	SPARK PLUGS, DIST. CAP, ROTOR	EQUIPMENT RENTAL	139.14
	PARTS STORE, THE	MISC. FILTERS & MIRROR	ER&R	177.24

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72189	PARTS STORE, THE	MISC. FILTERS & SEALANT	ER&R	224.14
	PARTS STORE, THE	BATTERIES, OIL FILTER	ER&R	283.87
72190	PERKINS COIE	PROFESSIONAL SERVICES	WASTE WATER TREATMENT	327.00
72191	PETROCARD SYSTEMS	FUEL CONSUMED	STORM DRAINAGE	105.45
	PETROCARD SYSTEMS		ENGR-GENL	170.32
	PETROCARD SYSTEMS		BUILDING MAINTENANCE	252.98
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	370.76
	PETROCARD SYSTEMS		PARK & RECREATION FAC	1,629.97
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	2,958.92
	PETROCARD SYSTEMS		GENERAL SERVICES - OVERH	3,050.10
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	6,482.97
	PETROCARD SYSTEMS		POLICE PATROL	7,976.25
72192	PETTY CASH-COMM DEV	PETTY CASH REIMBURSEMENT	COMMUNITY DEVELOPMENT-	39.99
72193	PHILADELPHIA HARDWAR	UB 423705000000 3705 166TH PL	WATER/SEWER OPERATION	961.15
72194	PING	EYE 2 LOB WEDGE	GOLF COURSE	82.34
	PING	EYE 2 SAND WEDGE	GOLF COURSE	82.34
	PING	PING WEDGES	GOLF COURSE	242.93
72195	POWELL, SHERRY	UB 985015060001 5015 60TH AVE	GARBAGE	161.74
72196	PREVIEW PROPERTIES N	UB 331481300000 14813 45TH AVE	WATER/SEWER OPERATION	313.21
72197	PUD	ACCT. # 103771175	PARK & RECREATION FAC	15.25
	PUD	ACCT #2000-6146-3	PARK & RECREATION FAC	38.55
	PUD	ACCT #2024-2648-2	PUBLIC SAFETY FAC-GENL	42.54
	PUD	ACCT #2020-1181-3	PUMPING PLANT	51.86
	PUD	ACCT #2027-9465-7	TRANSPORTATION MANAGEM	59.56
	PUD	ACCT #2022-8858-5	TRANSPORTATION MANAGEM	82.04
	PUD	ACCT #2025-2469-0	PUMPING PLANT	92.74
	PUD	ACCT #2035-0002-0	STREET LIGHTING	95.87
	PUD	ACCT #2023-0330-1	SEWER LIFT STATION	119.84
	PUD	ACCT. # 2012-2506-7 - DEERING	PARK & RECREATION FAC	145.85
	PUD	ACCT #2003-0347-7	WATER FILTRATION PLANT	2,996.44
72198	RICHARDSON, SHIRLEY	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
72199	ROGERS MACHINERY	AIR DRYER REPAIR-STILLY PLANT	WATER FILTRATION PLANT	285.89
72200	RUSDEN, JOHN	PROTEM SERVICES	MUNICIPAL COURTS	740.00
72201	SAFETY-SOURCE LLC	5/8 STEEL ROAD PLATES	WATER CAPITAL PROJECTS	217.20
	SAFETY-SOURCE LLC	TRENCH BOXES	WATER CAPITAL PROJECTS	1,743.41
72202	SCHMIDLKOFER FAMILY	PAY ESTIMATE #1	UTILITY CONSTRUCTION	-675.00
	SCHMIDLKOFER FAMILY		SEWER CAPITAL PROJECTS	14,661.00
72203	SCIENTIFIC SUPPLY	TUBING	WASTE WATER TREATMENT	135.57
72204	SEATTLE PUMP & EQUIP	VACTOR HOSE END & GASKETS	SEWER MAIN COLLECTION	323.72
	SEATTLE PUMP & EQUIP		STORM DRAINAGE	323.72
72205	SHREVE, ROBIN	CLASS REFUND	PARKS-RECREATION	28.00
72206	SIMPLOT PARTNERS	FUNGICIDE	MAINTENANCE	395.30
72207	SISKUN POWER EQUIPME	UNIVERSAL TRIMMER HEADS	ROADSIDE VEGETATION	146.23
72208	SIX ROBBLEES INC	D-2 GOVERNOR	ER&R	18.34
72209	SKINNER, PATTI	UB 980340200000 3402 69TH AVE	WATER/SEWER OPERATION	43.29
72210	SMOKEY POINT CONCRET	PIT RUN & 1 1/4" MINUS	SOURCE OF SUPPLY	1,882.07
	SMOKEY POINT CONCRET	PIT RUN	WATER CAPITAL PROJECTS	2,868.86
72211	SNO CO FINANCE	SOLID WASTE CHARGES	PARK & RECREATION FAC	73.00
72212	SNO CO TREASURER	INMATE MEDICATIONS-JULY 2011	DETENTION & CORRECTION	546.22
72213	SNO CO TREASURER	INMATE HOUSING - JULY 2011	DETENTION & CORRECTION	36,306.25
72214	SNOPAC	DISPATCH	COMMUNICATION CENTER	64,984.53
72215	SOUND PUBLISHING	NOPA ON CODEMNATION AD	GMA - STREET	49.39
72216	SOUND PUBLISHING	LEGAL ADS	CITY CLERK	27.84
	SOUND PUBLISHING		CITY CLERK	44.90
	SOUND PUBLISHING		CITY CLERK	44.90
	SOUND PUBLISHING		COMMUNITY DEVELOPMENT-	49.39
	SOUND PUBLISHING		CITY CLERK	70.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 8/18/2011 TO 8/24/2011

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
72216	SOUND PUBLISHING	LEGAL ADS	CITY CLERK	70.00
	SOUND PUBLISHING		COMMUNITY DEVELOPMENT-	72.74
72217	SOUND PUBLISHING		COMMUNITY DEVELOPMENT-	386.14
72218	SOUND SAFETY	SAFETY GLASSES	ER&R	8.26
	SOUND SAFETY	SUSPENDERS FOR WATER BOOTS	ER&R	34.76
	SOUND SAFETY	BLOODBORNE PATHOGEN KITS	ER&R	63.95
	SOUND SAFETY	GLOVES	PARK & RECREATION FAC	80.59
	SOUND SAFETY	JEANS-ZAHNOW	UTIL ADMIN	98.23
	SOUND SAFETY	FIRST AID KITS	ER&R	206.34
72219	SPRINGBROOK NURSERY	COMBO TRUCK RENTAL	STORM DRAINAGE	5,945.00
72220	STARK, JUDY	UB 040553008301 6309 94TH ST N	WATER/SEWER OPERATION	146.12
72221	STATE AUDITORS OFFIC	AUDIT PERIOD 10-10	NON-DEPARTMENTAL	4,016.38
	STATE AUDITORS OFFIC		ADMIN-FINANCE	4,016.38
72222	STATE PATROL	BACKGROUND CHECKS-JULY 2011	PERSONNEL ADMINISTRATIO	150.00
72223	SUMMIT LAW GROUP, LL	PROFESSIONAL SERVICES	PERSONNEL ADMINISTRATIO	2,622.00
72224	SUN BADGE CO	RETIREMENT BADGE	GENERAL FUND	-7.03
	SUN BADGE CO		POLICE ADMINISTRATION	88.78
72225	SWIFT, DAVID	UB 751147300001 7512 55TH PL N	WATER/SEWER OPERATION	31.29
72226	TYLER TECHNOLOGIES	AP & PAYROLL CHECKS	FINANCE-GENL	302.45
72227	ULTRA ELECTRIC LLC	ELECTRICAL REPAIR-EBEY WATER F	PARK & RECREATION FAC	174.95
72228	UNITED PARCEL SERVIC	SHIPPING EXPENSES	POLICE PATROL	62.85
72229	UNITED RENTALS	WEED EATER LINE	PARK & RECREATION FAC	6.26
	UNITED RENTALS	DOZER RENTAL	STORM DRAINAGE	2,168.75
72230	UNUM LIFE INSURANCE	LONG TERM CARE INSURANCE	POLICE ADMINISTRATION	13,044.04
72231	URIE, JULANE	CLASS REFUND	PARKS-RECREATION	28.00
72232	VAHEDI-SMITH, ANNA	UB 772120000001 6409 61ST ST N	WATER/SEWER OPERATION	8.10
72233	VELA, PAUL & ANGELA	UB 212700000001 4901 122ND PL	WATER/SEWER OPERATION	76.36
72234	VERIZON/FRONTIER	ACCT# 03 0275 1054427570 10	EXECUTIVE ADMIN	23.51
	VERIZON/FRONTIER	ACCT #404449227007	PERSONNEL ADMINISTRATIO	56.50
	VERIZON/FRONTIER	ACCT #109471572710	POLICE INVESTIGATION	56.54
	VERIZON/FRONTIER		RECREATION SERVICES	81.38
	VERIZON/FRONTIER	ACCT #102857559902	LIBRARY-GENL	104.92
	VERIZON/FRONTIER	ACCT #404449227007	MUNICIPAL COURTS	212.58
72235	VINCELETTE, DAN	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
72236	VINYL SIGNS & BANNER	YOUTH PEACE PARK SIGN	PARK & RECREATION FAC	477.84
72237	WACHOVIA BANK C/O	UB 470260000001 14620 55TH AVE	WATER/SEWER OPERATION	20.40
72238	WAGNER, DALE	UB 761282320001 6116 76TH AVE	WATER/SEWER OPERATION	38.60
72239	WATER ENVIRONMENTAL	MEMBERSHIP FEES-BYDE	UTIL ADMIN	82.00
72240	WELLS FARGO HOME MOR	UB 570730400002 17532 27TH AVE	WATER/SEWER OPERATION	20.13
72241	WILBUR-ELLIS	FERTILIZER	MAINTENANCE	390.50
72242	WINDERMERE RMI INC	UB 762010000001 6629 67TH PL N	WATER/SEWER OPERATION	184.84
72243	WOGGE, CHESTER	USED BALLS	GOLF COURSE	90.00
72244	ZAMBRANO, MIGUEL	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
72245	ZEE MEDICAL SERVICE	FIRST AID RESUPPLY-PW SHOP	MAINT OF GENL PLANT	93.01

WARRANT TOTAL:

267,149.92

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 12, 2011

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 **August 31, 2011** claims in the amount of **\$261,550.39** paid by **Check No.'s 72246 through 72349**.

COUNCIL ACTION:

BLANKET CERTIFICATION

CLAIMS
FOR
PERIOD-8

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 **\$261,550.39 PAID BY CHECK NO.'S 72246 THROUGH 72349** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

April O'Brien

8/20/11

AUDITING OFFICER

DATE

MAYOR

DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **12TH DAY OF SEPTEMBER 2011.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 8/25/2011 TO 8/31/2011

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
72246	ADVANCED TRAFFIC	TWO OPTICOM 721 DETECTORS	TRANSPORTATION MANAGEM	743.63
72247	ALBERTSONS	SUPPLY REIMBURSEMENT	DETENTION & CORRECTION	580.93
72248	ALEXANDER, MARIAN	WATER/SEWER CONSERVATION REBAT	UTIL ADMIN	50.00
72249	ANGELSHAUG, RANDY	CLASS REFUND	PARKS-RECREATION	59.00
72250	BARRETT, SUZANNE	INSTRUCTOR SERVICES	RECREATION SERVICES	6.00
	BARRETT, SUZANNE		RECREATION SERVICES	27.00
	BARRETT, SUZANNE		RECREATION SERVICES	90.00
	BARRETT, SUZANNE		RECREATION SERVICES	123.00
	BARRETT, SUZANNE		RECREATION SERVICES	288.00
72251	BATTERED WOMEN	HOPE WITHIN LUNCHEON-NEHRING	EXECUTIVE ADMIN	12.00
72252	BLUMENTHAL UNIFORMS	TAC TEAM VEST	DRUG ENFORCEMENT	515.85
72253	BOB BARKER COMPANY	SUPPLIES	DETENTION & CORRECTION	501.72
72254	BRENNAN, SHANNON	INSTRUCTOR SERVICES	COMMUNITY CENTER	96.00
72255	BRIM TRACTOR	PARTS FOR H004	ROADSIDE VEGETATION	99.21
72256	BRK MANAGEMENT SRVCS	SCRAM-JULY 2011	DETENTION & CORRECTION	832.00
	BRK MANAGEMENT SRVCS	EHM - JULY 2011	DETENTION & CORRECTION	1,725.50
72257	CARRS ACE	MISC. ITEMS FOR SIGNAL/SIGN MA	TRANSPORTATION MANAGEM	134.49
	CARRS ACE	PADLOCK'S	ER&R	292.89
72258	CASCADE ARMORY	SUPPLIES	DRUG ENFORCEMENT	2,243.34
72259	CASCADE NATURAL GAS	NATURAL GAS SERVICE-STILLY	WATER FILTRATION PLANT	378.97
72260	CDW GOVERNMENT INC	VIRTUAL SERVER MEDIA	CENTRAL SERVICES	27.16
	CDW GOVERNMENT INC	VIRTUAL SERVER MANAGER	CENTRAL SERVICES	656.73
72261	CITIES & TOWNS	SNO CO CITIES DINNER (2)	CITY COUNCIL	40.00
72262	CNR, INC	HANDSET REPLACEMENTS	COMPUTER SERVICES	40.88
	CNR, INC	MAILBOX LICENSES (5)	COMPUTER SERVICES	247.07
	CNR, INC	VM ROUTING UPDATE	COMPUTER SERVICES	268.79
	CNR, INC	MAINTENANCE CONTRACT-AUGUST 20	COMPUTER SERVICES	1,355.79
72263	COAST TO COAST	FINGERPRINT CARDS	GENERAL FUND	-22.60
	COAST TO COAST		POLICE PATROL	285.31
72264	COMCAST	MONTHLY BROADBAND CHARGE	COMPUTER SERVICES	209.90
72265	COOP SUPPLY	STRAW	WATER CAPITAL PROJECTS	143.22
72266	CORPORATE OFFICE SPL	WYPALL WIPES	ER&R	188.86
72267	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	1,669.70
	CORRECTIONS, DEPT OF		DETENTION & CORRECTION	2,153.20
	CORRECTIONS, DEPT OF		DETENTION & CORRECTION	2,262.25
72268	CORRECTIONS, DEPT OF	WORK CREW-JULY 2011	PARK & RECREATION FAC	417.76
72269	COVAD COMMUNICATIONS	INTERNET SERVICES	COMPUTER SERVICES	262.75
72270	CUZ CONCRETE PROD	SUMP PUMP	PUMPING PLANT	779.21
72271	DEPALMA, ARLINE	INSTRUCTOR SERVICES	COMMUNITY CENTER	222.30
72272	DIAMOND B CONSTRUCT	HEAT PUMP REPAIR-LIBRARY	LIBRARY-GENL	1,080.17
72273	DICKS TOWING	TOWING EXPENSE MP 11-05426	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE MP 11-5420	POLICE PATROL	43.44
72274	DIVERSIFIED	CREDIT-DUPLICATE PAYMENT	ENGR-GENL	-30.19
	DIVERSIFIED	WOODEN STAKES	COMMUNITY DEVELOPMENT-	63.53
72275	DUNLAP INDUSTRIAL	SOCKETS	WASTE WATER TREATMENT	33.09
	DUNLAP INDUSTRIAL	RUBBER BOOTS-KING, TIM	UTIL ADMIN	120.12
72276	E&E LUMBER	KEYS	COMPUTER SERVICES	4.24
	E&E LUMBER	WOOD FILLER	WASTE WATER TREATMENT	8.24
	E&E LUMBER	4" NEEDLE NOSE PLIERS	PARK & RECREATION FAC	11.71
	E&E LUMBER	GRAFFITI SUPPLIES	COMMUNITY DEVELOPMENT-	14.94
	E&E LUMBER	HOT DIP GALV.-WWTP OLD LAB	WASTE WATER TREATMENT	15.15
	E&E LUMBER	PAINT THINNER	HYDRANTS	19.52
	E&E LUMBER	3/8 SMARTSIDE	SIDEWALKS MAINTENANCE	31.10
	E&E LUMBER	NOZZLE & HOSE SHUTOFF	PARK & RECREATION FAC	32.96
	E&E LUMBER	LUMBER	PARK & RECREATION FAC	49.89
	E&E LUMBER	UTILITY KNIFE, THREADLOCKER, E	UTIL ADMIN	52.95
	E&E LUMBER	PAINT SUPPLIES	PARK & RECREATION FAC	62.48

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 8/25/2011 TO 8/31/2011

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
72276	E&E LUMBER	PAINT	PARK & RECREATION FAC	62.53
	E&E LUMBER	REDI MIX CONCRETE	WATER DIST MAINS	179.41
	E&E LUMBER	SIMPSON ANGLE, GALLV LAGS, ETC	PARK & RECREATION FAC	261.14
	E&E LUMBER	GRAFFITI SUPPLIES	COMMUNITY DEVELOPMENT-	504.49
72277	ECOLOGY, DEPT. OF	RENEWAL FEES	UTIL ADMIN	600.00
72278	EVERETT STAMP WORKS	SERGEANTS STAMP	POLICE ADMINISTRATION	35.16
	EVERETT STAMP WORKS	NOTARY STAMPS (4)	FINANCE-GENL	45.19
	EVERETT STAMP WORKS		EXECUTIVE ADMIN	45.19
	EVERETT STAMP WORKS		CITY CLERK	90.38
72279	EWING IRRIGATION	PR TURFACE QUICK DRY	RECREATION SERVICES	282.17
72280	FORMULA TIRE & CAR	TIRES & TUBES	PARK & RECREATION FAC	240.39
	FORMULA TIRE & CAR	TIRES	MAINTENANCE	260.04
72281	FRIDRICH, CATHY	CLASS REFUND	PARKS-RECREATION	25.00
72282	GENERAL CHEMICAL	ALUMINUM SULFATE	WASTE WATER TREATMENT	3,221.40
	GENERAL CHEMICAL		WASTE WATER TREATMENT	3,291.74
72283	GONZALES, PATRICIA	CLASS REFUND	PARKS-RECREATION	10.00
	GONZALES, PATRICIA	RENTAL DEPOSIT REFUND	GENERAL FUND	50.00
	GONZALES, PATRICIA		GENERAL FUND	150.00
72284	GRANITE CONST CO	ASPHALT	WATER CAPITAL PROJECTS	1,114.39
72285	GRAYBAR ELECTRIC CO	FIBER PATCH CABLES	CENTRAL SERVICES	85.18
	GRAYBAR ELECTRIC CO		CENTRAL SERVICES	190.83
72286	GRIFFEN, CHRIS	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	262.50
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	300.00
72287	GRUENHAGEN, PAT	DRAFTING TABLE REIMBURSEMENT	GMA - STREET	97.38
72288	GUNDERSON, JARL	LEOFF1 REIMBURSEMENT	POLICE ADMINISTRATION	297.34
72289	GYURKOVICS, SANDRA	SUPPLY REIMBURSEMENT	GMA - STREET	24.99
72290	HAYDEN, CARLY	RENTAL REFUND	PARKS-RECREATION	60.00
	HAYDEN, CARLY		GENERAL FUND	100.00
72291	HD FOWLER COMPANY	3/4" TEE & 3/4" PVC PIPE	WATER SERVICE INSTALL	335.97
	HD FOWLER COMPANY	DRAINAGE FABRIC	SOURCE OF SUPPLY	598.17
72292	HEALTH, DEPT OF	INTEREST CHARGE	UTIL ADMIN	5.37
	HEALTH, DEPT OF	SURVEY FEES	UTIL ADMIN	2,040.00
72293	INT'L CODE COUNCIL	DUES-DORCAS	COMMUNITY DEVELOPMENT-	125.00
72294	INTEGRA TELECOM	ACCT #769949	CRIME PREVENTION	11.85
	INTEGRA TELECOM		PURCHASING/CENTRAL STOF	12.55
	INTEGRA TELECOM		ANIMAL CONTROL	12.74
	INTEGRA TELECOM		LEGAL-GENL	15.03
	INTEGRA TELECOM		SOLID WASTE CUSTOMER E>	23.71
	INTEGRA TELECOM		CITY CLERK	24.00
	INTEGRA TELECOM		BUILDING MAINTENANCE	25.51
	INTEGRA TELECOM		YOUTH SERVICES	25.58
	INTEGRA TELECOM		COMMUNITY CENTER	28.51
	INTEGRA TELECOM		EQUIPMENT RENTAL	36.85
	INTEGRA TELECOM		PERSONNEL ADMINISTRATIO	38.33
	INTEGRA TELECOM		GOLF ADMINISTRATION	40.30
	INTEGRA TELECOM		STORM DRAINAGE	45.49
	INTEGRA TELECOM		RECREATION SERVICES	59.27
	INTEGRA TELECOM		FINANCE-GENL	66.78
	INTEGRA TELECOM		LEGAL - PROSECUTION	71.27
	INTEGRA TELECOM		PARK & RECREATION FAC	84.41
	INTEGRA TELECOM		EXECUTIVE ADMIN	87.38
	INTEGRA TELECOM		COMPUTER SERVICES	97.98
	INTEGRA TELECOM		COMMUNITY DEVELOPMENT-	99.04
	INTEGRA TELECOM		UTILITY BILLING	104.52
	INTEGRA TELECOM		POLICE ADMINISTRATION	106.49
	INTEGRA TELECOM		GENERAL SERVICES - OVERH	110.15
	INTEGRA TELECOM		POLICE INVESTIGATION	117.12

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 8/25/2011 TO 8/31/2011

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
72294	INTEGRA TELECOM	ACCT #769949	WASTE WATER TREATMENT	138.76
	INTEGRA TELECOM		ENGR-GENL	145.12
	INTEGRA TELECOM		OFFICE OPERATIONS	148.70
	INTEGRA TELECOM		MUNICIPAL COURTS	172.76
	INTEGRA TELECOM		DETENTION & CORRECTION	190.08
	INTEGRA TELECOM		COMMUNITY DEVELOPMENT-	239.59
	INTEGRA TELECOM		UTIL ADMIN	265.51
	INTEGRA TELECOM		POLICE PATROL	508.27
72295	KESSELRINGS	AMMUNITION	POLICE TRAINING-FIREARMS	1,475.88
72296	KIDZ LOVE SOCCER	INSTRUCTOR SERVICES	RECREATION SERVICES	431.20
	KIDZ LOVE SOCCER		RECREATION SERVICES	485.10
	KIDZ LOVE SOCCER		RECREATION SERVICES	700.70
	KIDZ LOVE SOCCER		RECREATION SERVICES	700.70
	KIDZ LOVE SOCCER		RECREATION SERVICES	808.50
72297	KUNG FU 4 KIDS		RECREATION SERVICES	623.00
72298	LERVICK, YVONNE	TRIP REFUND	PARKS-RECREATION	69.00
72299	LES SCHWAB TIRE CTR	DRIVE AXLE TIRES (8)	EQUIPMENT RENTAL	3,264.78
72300	LICENSING, DEPT OF	ANDREW, NICKLAUS (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	BATUYONG, MAURICE (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	BURCK, WILLIAM (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	DISMUTE, JESSE (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	EWALD, ANTHONY (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	SCHUELLER, FRANK (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	TETREAUULT, PAUL (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	LUND, BRUCE (LATE RENEWAL)	GENERAL FUND	21.00
72301	LOWES HIW INC	DEADBOLT & ADAPTER	PARK & RECREATION FAC	37.40
72302	MACDONALD, ATHENA	CLASS REFUND	PARKS-RECREATION	106.00
72303	MARYSVILLE PAINT	PAINT & BRUSH	WATER RESERVOIRS	33.17
72304	MARYSVILLE PRINTING	BUSINESS CARDS - KAREN LATIMER	UTIL ADMIN	56.96
	MARYSVILLE PRINTING		SOLID WASTE CUSTOMER E	56.96
	MARYSVILLE PRINTING	SUPPLIES	POLICE PATROL	194.34
72305	MARYSVILLE SCHOOL	FACILITY USAGE - MPHS	RECREATION SERVICES	56.00
72306	MARYSVILLE, CITY OF	WTR/SWR-6915 ARMAR RD	PARK & RECREATION FAC	104.32
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	146.98
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	162.99
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	236.02
	MARYSVILLE, CITY OF	WTR/SWR-5315 64TH ST NE	PARK & RECREATION FAC	258.70
	MARYSVILLE, CITY OF	WTR-6915 ARMAR RD IRR	PARK & RECREATION FAC	707.48
	MARYSVILLE, CITY OF	WTR/SWR/GBG-6120 GROVE ST	LIBRARY-GENL	777.76
	MARYSVILLE, CITY OF	WTR-6915 ARMAR RD IRR	PARK & RECREATION FAC	1,031.48
	MARYSVILLE, CITY OF	WTR/SWR/GBG-6915 ARMAR RD	PARK & RECREATION FAC	2,095.06
72307	MEMORY4LESS	SERVER MEMORY UPGRADE	INFORMATION SERVICES	-40.42
	MEMORY4LESS		COMPUTER SERVICES	510.42
72308	METCALF, SHELLEY	INSTRUCTOR SERVICES	RECREATION SERVICES	64.80
	METCALF, SHELLEY		RECREATION SERVICES	86.40
	METCALF, SHELLEY		RECREATION SERVICES	150.00
72309	MORAN, DOROTHY	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
72310	MOUNT, HERMAN	LEOFF 1 REIMBURSEMENT	POLICE ADMINISTRATION	49.00
72311	MULLIGAN, CAROL	MILEAGE REIMBURSEMENT	COMMUNITY DEVELOPMENT-	20.86
72312	NASTI, JILL	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
72313	NELSON PETROLEUM	GAS & DIESEL FUEL	MAINTENANCE	1,231.51
	NELSON PETROLEUM	MISC. ENGINE OILS	ER&R	2,912.81
72314	NEXTEL	ACCT #844448815	UTIL ADMIN	5.47
	NEXTEL		POLICE ADMINISTRATION	40.99
	NEXTEL		ENGR-GENL	40.99
	NEXTEL		POLICE ADMINISTRATION	81.98
	NEXTEL		COMPUTER SERVICES	119.97

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 8/25/2011 TO 8/31/2011

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
72315	NIELD, JOHN	WATER/SEWER CONSERVATION REBAT	UTIL ADMIN	50.00
72316	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WATER FILTRATION PLANT	1,284.09
	NORTHSTAR CHEMICAL		WATER QUAL TREATMENT	1,503.02
	NORTHSTAR CHEMICAL		WASTE WATER TREATMENT	3,619.42
72317	NORTHWEST CASCADE	HONEY BUCKET	RECREATION SERVICES	225.35
	NORTHWEST CASCADE		RECREATION SERVICES	225.35
72318	NYITRAY, SANDRA	INSTRUCTOR SERVICES	COMMUNITY CENTER	45.00
72319	O'BRIEN, JERRY	WATER/SEWER CONSERVATION REBAT	UTIL ADMIN	40.00
72320	OCEAN SYSTEMS	DETECTIVES SOFTWARE	TRIBAL GAMING-GENL	2,019.00
72321	OFFICE DEPOT	OFFICE SUPPLIES	POLICE INVESTIGATION	6.09
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	19.37
	OFFICE DEPOT		POLICE PATROL	21.60
	OFFICE DEPOT		OFFICE OPERATIONS	25.30
	OFFICE DEPOT		POLICE INVESTIGATION	27.15
	OFFICE DEPOT		RECREATION SERVICES	41.51
	OFFICE DEPOT		EXECUTIVE ADMIN	42.73
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	51.05
	OFFICE DEPOT		COMPUTER SERVICES	73.97
	OFFICE DEPOT		LEGAL-GENL	85.57
	OFFICE DEPOT		POLICE INVESTIGATION	120.88
	OFFICE DEPOT		EXECUTIVE ADMIN	126.95
	OFFICE DEPOT		POLICE PATROL	174.86
	OFFICE DEPOT		POLICE PATROL	227.15
72322	PACIFIC POWER PROD.	SPRAYER REPAIR PARTS	MAINTENANCE	39.15
	PACIFIC POWER PROD.	FUEL SENDER	MAINTENANCE	74.88
	PACIFIC POWER PROD.	SPINDLES & LOCKS	PARK & RECREATION FAC	133.43
	PACIFIC POWER PROD.	WINDSHIELD	MAINTENANCE	231.03
72323	PARTS STORE, THE	MISC. FILTERS, PLASTIC TIES	ER&R	190.41
72324	PAULSON, FOREST	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
72325	PIGSKIN UNIFORMS	REPLACEMENT UNIFORM-WAGGONER	POLICE PATROL	404.91
72326	PNWS-AWWA	REGISTRATION-AVEY	UTIL ADMIN	60.00
	PNWS-AWWA	REGISTRATION-GETTLE	UTIL ADMIN	60.00
	PNWS-AWWA	REGISTRATION-KING, TIM	UTIL ADMIN	60.00
	PNWS-AWWA	REGISTRATION-LATIMER	UTIL ADMIN	60.00
	PNWS-AWWA	REGISTRATION-PALM	UTIL ADMIN	60.00
72327	PRUDENTIAL INSURANCE	LONG TERM CARE INSURANCE-GUNDE	POLICE ADMINISTRATION	4,465.00
72328	PUD	ACCT. # 2023-4068-3	PARK & RECREATION FAC	16.01
	PUD	ACCT #2024-6103-4	UTIL ADMIN	29.28
	PUD	ACCT #2020-3113-4	PUMPING PLANT	30.74
	PUD	ACCT #2016-6804-3	PARK & RECREATION FAC	38.69
	PUD	ACCT #2016-1018-5	TRANSPORTATION MANAGEM	45.63
	PUD	ACCT #2024-7643-8	SEWER LIFT STATION	48.26
	PUD	ACCT #2007-9006-1	PARK & RECREATION FAC	52.84
	PUD	ACCT #2026-9433-7	TRANSPORTATION MANAGEM	56.71
	PUD	ACCT #2024-9948-9	COMMUNITY EVENTS	57.97
	PUD	ACCT #2021-4048-9	TRANSPORTATION MANAGEM	81.36
	PUD	ACCT #2016-7089-0	TRANSPORTATION MANAGEM	88.52
	PUD	ACCT #2005-7184-2	TRANSPORTATION MANAGEM	103.38
	PUD	ACCT #2000-8403-6	TRANSPORTATION MANAGEM	107.77
	PUD	ACCT #2006-2538-2	SEWER LIFT STATION	112.50
	PUD	ACCT #2035-6975-1	STORM DRAINAGE	150.54
	PUD	ACCT #2020-1258-9	PARK & RECREATION FAC	174.77
	PUD	ACCT # 2035-1961-6	NON-DEPARTMENTAL	197.29
	PUD	ACCT #2032-2345-8	PARK & RECREATION FAC	268.28
	PUD	ACCT. # 2037-5304-1	MAINT OF GENL PLANT	328.89
	PUD	ACCT #2004-7954-1	COMMUNITY CENTER	335.51
	PUD	ACCT #2023-0972-0	TRAFFIC CONTROL DEVICES	355.75

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 8/25/2011 TO 8/31/2011

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
72328	PUD	ACCT #2000-7044-9	TRANSPORTATION MANAGEM	414.56
	PUD	ACCT #2012-4769-9	STREET LIGHTING	442.12
	PUD	ACCT #2008-2454-8	MAINT OF GENL PLANT	1,325.54
	PUD	ACCT.# 2020-0499-0	LIBRARY-GENL	2,399.09
	PUD	ACCT #2015-7792-1	PUMPING PLANT	2,728.13
	PUD	ACCT #2011-4725-3	PUMPING PLANT	2,842.40
	PUD	ACCT #2014-6303-1	PUBLIC SAFETY FAC-GENL	2,852.31
	PUD	ACCT. # 2014-2063-5	WASTE WATER TREATMENT	6,264.33
	PUD	ACCT #2020-7500-8	WASTE WATER TREATMENT	12,345.20
	PUD	ACCT #2017-2118-0	WASTE WATER TREATMENT	18,470.85
72329	PUGET SOUND SECURITY	KEYS	POLICE PATROL	22.30
72330	RANDOLPH, SARA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
72331	REECE TRUCKING	HYDRANT METER REFUND	WATER-UTILITIES/ENVIRONM	50.00
	REECE TRUCKING		WATER/SEWER OPERATION	1,150.00
72332	ROBBINS, TAMARA	INSTRUCTOR SERVICES	COMMUNITY CENTER	378.00
72333	SEA-ALASKA INDUSTRIA	SURFACE AERATOR MOTOR	WASTE WATER TREATMENT	1,065.64
72334	SISKUN POWER EQUIPME	TWINE	ER&R	46.59
72335	SNO CO PUBLIC WORKS	SOLID WASTE DISPOSAL FEES	SOLID WASTE OPERATIONS	110,393.00
72336	SOUND SAFETY	STEEL TOED RUBBER BOOTS-KING,T	UTIL ADMIN	104.07
	SOUND SAFETY	STEEL TOE WADER BOOTS	ER&R	137.82
	SOUND SAFETY	MISC. SWEATERS	ER&R	449.61
72337	SUN BADGE CO	CHIEF'S BADGE	GENERAL FUND	-16.43
	SUN BADGE CO		POLICE ADMINISTRATION	207.43
72338	SWICK-LAFAVE, JULIE	SUPPLY REIMBURSEMENT	DETENTION & CORRECTION	16.88
72339	TRANSPORTATION, DEPT	PROJECT COSTS-JULY 2011	GMA - STREET	1,377.08
	TRANSPORTATION, DEPT		GMA - STREET	1,956.93
72340	TULALIP CHAMBER	BBH MEETING (3)	EXECUTIVE ADMIN	23.00
	TULALIP CHAMBER		CITY COUNCIL	46.00
72341	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	63.69
72342	UTILITIES UNDERGROUN	EXCAVATION NOTIFICATION-JULY 2	UTILITY LOCATING	259.55
	UTILITIES UNDERGROUN	EXCAVATION NOTIFICATION-JUNE 2	UTILITY LOCATING	365.40
72343	VAN DAM'S ABBEY	MINI BLINDS-LATIMER'S OFFICE	MAINT OF GENL PLANT	117.15
72344	VERIZON/FRONTIER	ACCT. # 03 0278 1025645669 04	PARK & RECREATION FAC	55.64
	VERIZON/FRONTIER	ACCT #102954091901	COMMUNITY DEVELOPMENT-	55.67
	VERIZON/FRONTIER		UTIL ADMIN	55.68
72345	VERIZON/FRONTIER	ACCT # 971967546-00001	IS REPLACEMENT ACCOUNTS	-1,768.37
	VERIZON/FRONTIER		TRIBAL GAMING-GENL	-181.48
	VERIZON/FRONTIER		POLICE ADMINISTRATION	-115.30
	VERIZON/FRONTIER		LEGAL-GENL	43.01
	VERIZON/FRONTIER		COMPUTER SERVICES	43.01
	VERIZON/FRONTIER		ENGR-GENL	54.83
	VERIZON/FRONTIER		UTIL ADMIN	54.83
	VERIZON/FRONTIER		MUNICIPAL COURTS	54.83
	VERIZON/FRONTIER		FINANCE-GENL	54.83
	VERIZON/FRONTIER		PARK & RECREATION FAC	54.83
	VERIZON/FRONTIER		PERSONNEL ADMINISTRATIO	54.83
	VERIZON/FRONTIER		IS REPLACEMENT ACCOUNTS	97.47
	VERIZON/FRONTIER		LEGAL - PROSECUTION	109.66
	VERIZON/FRONTIER		UTIL ADMIN	129.03
	VERIZON/FRONTIER		EXECUTIVE ADMIN	141.18
	VERIZON/FRONTIER		POLICE ADMINISTRATION	480.44
	VERIZON/FRONTIER		TRIBAL GAMING-GENL	1,915.66
	VERIZON/FRONTIER		IS REPLACEMENT ACCOUNTS	9,338.35
72346	WAXIE SANITARY SUPPL	JANITORIAL SUPPLIES	PARK & RECREATION FAC	959.31
72347	WESTERN FACILITIES	SUPPLIES	DETENTION & CORRECTION	858.13
72348	WILCOX, LISA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
72349	YSI INCORPORATED	ADVANCED LAB KIT	WATER/SEWER OPERATION	-153.02

DATE: 8/25/2011
TIME: 11:42:40AM

**CITY OF MARYSVILLE
INVOICE LIST**

PAGE: 6

FOR INVOICES FROM 8/25/2011 TO 8/31/2011

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
72349	YSI INCORPORATED	ADVANCED LAB KIT	WASTE WATER TREATMENT	1,932.34
WARRANT TOTAL:				<u>261,550.39</u>

REASON FOR VOIDS:

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

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION


CITY COUNCIL MEETING DATE: September 12, 2011

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 August 19, 2011 payroll in the amount \$804,990.22 Check No.'s 24614 through 24662.
COUNCIL ACTION:

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 9/12/2011

AGENDA ITEM: SR 9 / SR 92 Intersection Improvements, Amendment to GCA 6511	
PREPARED BY: John A. Cowling DEPARTMENT: Public Works - Engineering	DIRECTOR APPROVAL: 
ATTACHMENTS: GCA 6511 Amendment No. 1 (2 copies)	
BUDGET CODE:	AMOUNT:

SUMMARY:

GCA 6511 with the Washington State Department of Transportation was an agreement with the City for the construction of improvements along SR 9 and SR 92 to accommodate provisions for a fourth leg to the intersection. Since the original agreement WSDOT was requested by legislature to convert the project from a design bid process to a design build process. The attached Amendment No.1 allows for this change in the agreement.

RECOMMENDED ACTION: Staff recommends that Council Authorize the Mayor to sign GCA 6511 Amendment No. 1 with the Washington State Department of Transportation

GCA 6511 Amendment No. 1
SR 9/SR 92 Intersection Improvements
City of Marysville Roadway Network Connection

This Amendment No. 1 to GCA 6511 is made and entered into between the STATE OF WASHINGTON Department of Transportation, hereinafter the "STATE," and the CITY OF MARYSVILLE, 1049 State Street, Marysville, WA 98270, hereinafter the "CITY."

WHEREAS, the CITY and the STATE entered into Agreement No. GCA 6511 on 5/11/2010, for the purpose of including the construction of a west leg connection to the STATE's SR9/SR92 Intersection Improvements Project (State Project) at the CITY's request, and

WHEREAS, section 9.1 of the Agreement allows for the Agreement to be amended by entering into written amendments, and

WHEREAS, on February 14, 2011, Jerry Lenzi, the STATE's Chief Engineer approved the utilization of the Design-Build process to deliver the State Project, and the CITY has agreed to support the STATE's change to a Design-Build project delivery process and wishes to be an active participant in the process, and

WHEREAS, the STATE has converted to the Design-Build project delivery process, and the Parties agree to amend the Agreement No. GCA 6511 to reflect the change,

NOW, THEREFORE, pursuant to RCW 47.28.140, the above recitals which are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, covenants and performances contained herein, or attached hereto and incorporated and made part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. Section 3, PLANS, SPECIFICATIONS, AND COST ESTIMATES (PS&E), is hereby modified as follows:

A. Paragraphs 3.1 and 3.2 are deleted and replaced with the following:

3.1 The STATE shall require its contractor(s) to prepare PROJECT PS&E in accordance with the State of Washington Standard Specifications for Road, Bridge and Municipal Construction, and its amendments thereto (Standard Specifications), current at the time of the PROJECT advertisement (Ad).

3.2 The STATE shall require its contractor(s) to prepare design documentation for the PROJECT per the STATE's Design Manual (M22-01.06).

B. Paragraphs 3.3 and 3.4 shall be deleted in their entirety and not replaced.

2. Section 4, BID, AWARD AND COST ADJUSTMENTS, is hereby modified as follows:

Paragraph 4.2 is deleted and replaced with the following:

4.2 The CITY shall designate a representative to be on the team that evaluates the Statement of Qualifications (SOQ) and the team that evaluates the Design-Build proposals. The STATE shall provide the CITY with a hard copy of the SOQ and Proposals for the PROJECT. The CITY shall have five (5) working days from the date of receipt of the SOQ and Proposals to provide the STATE with the CITY's acceptance or rejection of the bid price, or request elements of possible non-required work be deleted from the PROJECT. The CITY may request an extension of time in writing in which to respond, provided that the STATE receives the written request not later than five (5) working days after the CITY has received the SOQ or Proposals. The STATE shall provide a written response indicating the number of working days extended, if any.

3. Section 5, CONSTRUCTION, is hereby modified as follow:

Paragraphs 5.1 and 5.4 are deleted and replaced with the following:

5.1 The STATE will designate a STATE Project Engineer to provide all services and tools, including but not limited to design oversight, construction administration, and representation necessary to administer and manage the PROJECT.

5.4 The STATE shall require its contractor(s) to prepare the final construction documentation in general conformance with the STATE's Construction Manual. One set of the plans will be maintained as the official "as-built" set. All plan revisions typically recorded per standard STATE practices will be noted as directed by the STATE's Construction Manual.

4. Section 6, CONTRACT CHANGES, is hereby modified as follow:

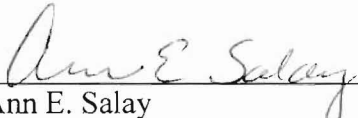
Paragraph 6.1 is deleted and replaced with the following:

6.1 Changes to the PROJECT contract will be documented by change order in accordance with the Design-Build contract.

All other items and conditions of the Agreement shall remain in full force and in effect except as modified by this Amendment No. 1.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to Agreement No. GCA 6511 as of the Party's date signed last below.


CITY OF MARYSVILLE	STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION
Name	Russell S. East, P.E.
Title	Assistant Regional Administrator – King and Snohomish Counties
Date	Date

APPROVED AS TO FORM	APPROVED AS TO FORM
	
Name	Ann E. Salay
Title	Assistant Attorney General
Date	Date 7-11-11

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 9/12/2011

AGENDA ITEM: Fence installation at the Wastewater Treatment Plant in preparation for the Waterfront Trail Project.	
PREPARED BY: Doug Byde, Water Quality Manager DEPARTMENT: Public Works	DIRECTOR APPROVAL: 
ATTACHMENTS: Four fencing quotes for the proposed fence installation project.	
BUDGET CODE: 40142480.548000	AMOUNT: \$49,195.80

SUMMARY:

Wastewater staff received quotes from 4 fencing contractors for the installation of 3150 feet of 6' high chain link fencing and gates, to be installed at the wastewater treatment plant, in preparation for the future Waterfront Trail Project.

The quotes are as follows:

- 1) Farwest Fence & Construction LLC - \$79,368.00 (does not include sales tax).
- 2) Atlas Fence Company - \$52,570.00 (includes sales tax).
- 3) Economy Fence Center - \$51,346.08 (includes sales tax).
- 4) NPR Fence - \$49,195.80 (includes sales tax).

<p>RECOMMENDED ACTION: Public Works Staff recommends that Council Authorize the Mayor to sign the proposal from NPR Fence in the amount of \$49,195.80.</p>
--



Farwest Fence & Construction LLC
 PO Box 2135
 Snohomish WA 98291
 425-328-6727
rob@farwestfence.com

April 29, 2010

Project: City of Marysville project description: Easement fencing
 Waste Water Treatment Facility
 Attn: Dennis Roodzant/droodzant@marysvillewa.gov
 80 Columbia Ave
 Marysville, WA 98270
 360/363-8129 cell: 425/754-8293

Scope: Install 3,150 lineal feet of 6 foot high chain link fencing with 3 strand top barb wire with service gates to limit and define future public access maintaining public safety and security.
 Material specifications per attached exhibit A
 Design standards per DOT specifications attached exhibit B

This quote derived from city supplied plans/drawings and on-site evaluation.
 These specifications allow this fence to pass any Washington State DOT, Public School District, or park/public space requirements.

**** FARWEST FENCE & CONSTRUCTION IS NOT LIABLE FOR:**
 Underground utility damages not revealed by professional utility locating service.

Extras and change orders to be agreed upon and signed for prior to starting.

Total \$79,368.00 + sales tax
 Quote price includes all materials and labor as described above.
 Payments as follows: **Determined by City of Marysville standard reimbursement protocol.**
 Proposed payment schedule:
 20% at onset of project
 30% at post set completion
 50% at completion plus extras, if any

All payments will be made directly to contractor in accordance with the progress payments schedule referred to above within fifteen (15) days after billing. Overdue payments will bear interest at the maximum legal rate. If any payment is not made when due, Contractor may keep the job idle until such time as past-due payment has been made.

 5-3-2011

Contractor

City Representative

Date

Licensed Bonded Insured
 FARWEFL910MB



ATLAS FENCE COMPANY

RESIDENTIAL  INDUSTRIAL

817 - B Beach Avenue
 Marysville, WA 98270
 Cont. # ATLASFC10LK
 (425) 259-5200 - (360) 659-1329
 Fax: (425) 259-5200

CUSTOMER Public Works DATE 4/22/11
 ADDRESS 80 Columbia Ave PHONE 360 363-8129
 CITY Marysville Wa 98270 PHONE 425 754-8293 cell
 FAX 360 659-0177

Length	Height
3112'	6'+3"
Walk Gate	Drive Gate
6	3-16' 2-30' 3-24'
STYLE	
Galvanized Chainlink	
Power Available Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Cedar Grade	N/A
Concrete	36"
To Grade	YES
Stairstep	N/A
Facing	cut
Post Spacing	10' or LESS
Set Posts only	
Frame	
Complete	<input checked="" type="checkbox"/>

contact Dennis Roadzant. E-mail: droodzant@marysville.wa.gov	
FENCE installed per drawing	
w/o Top Rail 39,528 TX 3,399 ⁴⁰ 42,927 ⁴⁰	w/ Top Rail 48,402 ⁶⁰ TX 4,163 ⁶⁰ 52,570 ⁶⁰

STEEL	
Wire	11ga
Barb Wire	YES
Ten. Wire Ga.	7 Ga.
Terminal Posts	2 3/8" sch 40 4 1/2" sch 40
Line Posts	1 7/8" sch 40
Top Rail	1 5/8" sch 40
Underground Utilities	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

The undersigned customer, having advised **ATLAS FENCE CO** of the exact location in which the fence is to be installed, assumes full responsibility respecting said location and agrees to, at its sole cost and expense, defend and hold **ATLAS FENCE CO** harmless respecting said claims of encroachment, claims of damage to underground facilities, and/or any other claims brought on account of the work hereinabove described.

CUSTOMER AGREES TO PAY FOR SAID FENCE IN FULL UPON COMPLETION. Further, customer acknowledges and agrees that, in the event collection of customer's payment obligation hereunder is placed in the hands of an attorney, customer shall pay attorneys' fees and court costs thereby necessitated, or if full payment is not made within 30 days of due date, fence may be removed and become the property of **ATLAS FENCE CO** Company.

PRICE _____
 SALES TAX _____
 TOTAL _____

APPROVED AND ACCEPTED _____
 DATE _____ 20____

CUSTOMER'S SIGNATURE _____
 SALES REPRESENTATIVE _____

Economy Fence Center

A DIVISION OF JKS ENTERPRISES, INC.

Corporate Office 17793 State Route 636 • Mount Vernon, WA 98273
 Mount Vernon (360) 428-2900 • Fax (360) 428-4225
 Camano Island (360) 387-1425 • Everett (425) 335-3377
 Bellingham (360) 671-7225 • Oak Harbor (360) 240-9700

FENCING ESTIMATE AND CONTRACT

CUSTOMER IS RESPONSIBLE
FOR PERMITS, ETC.



Date 4-20-11

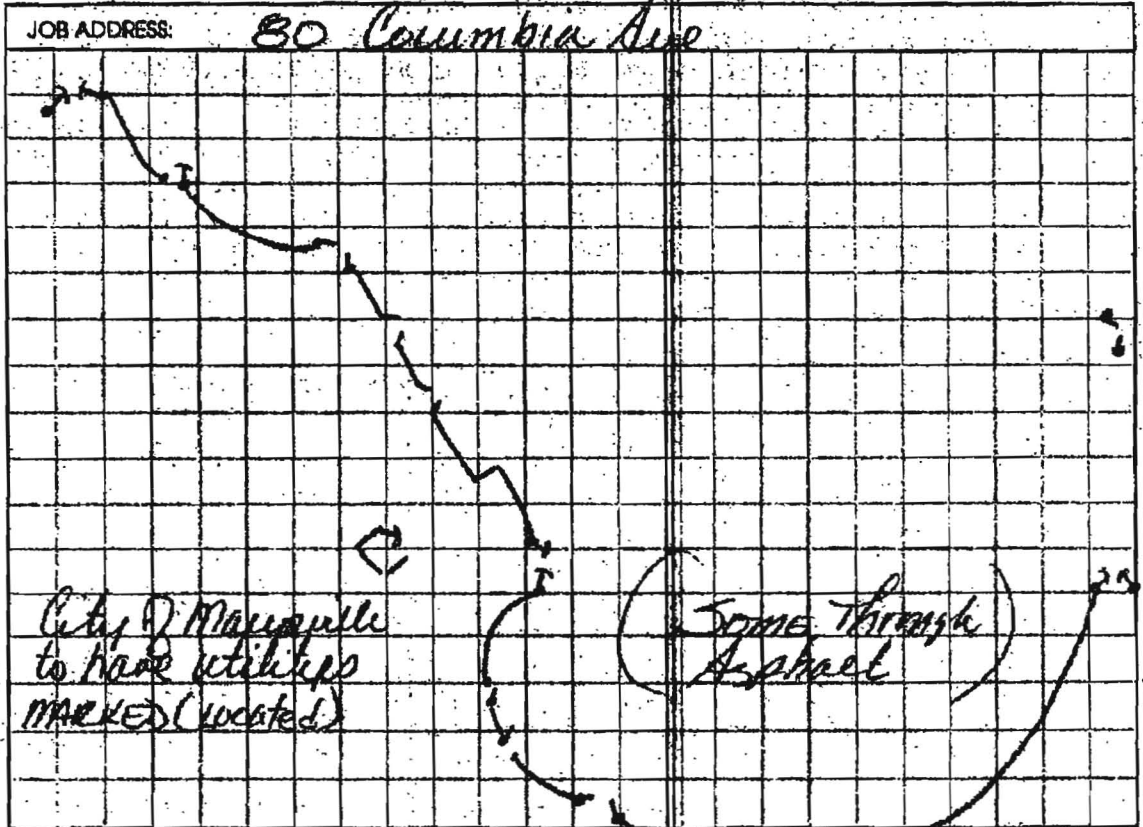
Customer: City of Marysville (Westwater Main)

Address _____ Phone _____
 City _____ Zip Code _____
 City County

CONTACT: Dennis Roodzant Fax 360-659-0177

CHAIN LINK

LENGTH	HEIGHT
<u>3150</u>	<u>6+3</u>
WALK GATE	DRIVE GATE
<u>6</u>	<u>8</u>
POST SPACING	CONCRETE
<u>10max</u>	<u>30"</u>
WIRE GA.	WIRE TYPE
<u>9</u>	<u>6AL</u>
TERM POSTS	GATE POSTS
<u>2 7/8</u>	<u>2 7/8 & 4"</u>
LINE POSTS	TOP RAIL
<u>2 3/8</u>	<u>1 7/8</u>
TENSION WIRE	BARB WIRE
<u>YES</u>	<u>YES</u>



WOOD

LENGTH	HEIGHT
STYLE	TYPE
WALK GATE	DRIVE GATE
POST SPACING	CONCRETE
BOARD SIZE	BOARD SPACE
POST SIZE	FACING

Underground Utilities: Yes No Power: Yes No Water: Yes No

Set Date: _____ Completion Date: _____

CASH ON COMPLETION
 Price 47,280.00
 S. Tax 4,066.08
 Total 51,346.08

CUSTOMER MUST PUT STAKES IN CORNERS AND ENDS
 Date _____
 Customer's Signature _____
 Salesman Jerry A. Hutchinson

* - SEE REVERSE -



FENCING ESTIMATE AND CONTRACT

P.O. Box 1017, Lake Stevens, WA 98258
 (425) 335-1117 • Fax: (425) 335-4182

BID DATE: 7/5/11
 JOB NO: _____
 SALESMAN: NATHAN

CUSTOMER: CITY OF MARYSVILLE
 PHONE: (4) 754-8293 (90) 659-0177
 JOB SITE: 80 - Columbia Ave
SEWER DIST.
Demis Roodqua
 EMAIL: _____

LOCATE NO: _____ COMPLETION DATE: _____ PAGE: _____ GRID: _____
 (1-800-424-5555)

WOOD / CHAIN LINK / OTHER		
LENGTH	HT	STYLE
3150	6'	+3
LINE POST		2 3/8
TERMINALS		3"
GATE POSTS		3" x 4"
RAILS		1 5/8
BOARD SIZE		
FABRIC GAUGE		9ga
FABRIC COLOR		Galv
TENSION WIRE		Coil Spc
BARB WIRE		+3
FACING		INIT.

Underground Utilities: Yes No Power: Yes No Water: Yes No

All DOT TYPE III W/ BARBED WIRE All 5540 PIPE LAY OUT PER DRAWING PROVIDED	
--	--

GATES

6' x 6'	3/24 DD
1' x 16' DD	1' x 32' DD

GATES

6-6 FT	Single
4-16 FT	DD
1-20 FT	DD
2-24 FT	DD
1-30 FT	DD
1-32 FT	DD

PLEASE SEE TERMS AND CONDITIONS ON REVERSE

SUBTOTAL: \$45,300.80
 SALES TAX: 3,895.80
 TOTAL: 49,196.60
 50% DEPOSIT: _____
 BALANCE DUE: _____

SIGNATURE: _____
 PRINT NAME: _____

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 12, 2011

AGENDA ITEM: Stillaguamish Tribe Jail Services Agreement Fourth Amendment	AGENDA SECTION:	
PREPARED BY: Ralph Krusey, Administrative Services Commander	AGENDA NUMBER:	
ATTACHMENTS: Fourth Amendment to Stillaguamish Tribe ILA for Jail Services	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

This amendment is the fourth amendment to the Interlocal Agreement between the City of Marysville and the Stillaguamish Tribe for Jail Services. This amendment will change the length of time Stillaguamish Tribe inmates may be housed at Marysville Detention Facility from 30 days to 90 days after sentencing Section 2 Paragraph 3 ACCEPTANCE OF PRISONERS, Section (3b) effective May 24, 2011.

This amendment will additionally extend the ILA to December 31, 2013

City Attorney, Grant Weed, has reviewed the language contained in the contract and has approved it as to form.

RECOMMENDED ACTION:

Staff recommends that council authorize the Mayor to sign the Fourth Amendment to the ILA with the Stillaguamish Tribe for jail services.

COUNCIL ACTION:

AFTER RECORDING RETURN TO:
City of Marysville
1049 State Street
Marysville, WA 98270

**Fourth Amendment of Interlocal Agreements for Jail Services
Stillaguamish
Amending Paragraph 3 Section b (3 b)
Relating to 90 days Detention Facility Limits
Effective May 24, 2011
and
Section 5 Duration /Renewal
January 1, 2012 to December 31, 2013**

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES (hereinafter "Agreement") is entered into between the City of Marysville (hereinafter Marysville), a political subdivision of the State of Washington, and the Stillaguamish Tribe of Washington (hereinafter the Tribe or TRIBE), a federally recognized Indian tribe organized pursuant to the Federal Register volume 68 No 234 December 5, 2003 notices p.68183. Governed by the Board of Directors of the Stillaguamish Tribe of Washington as provided in Article IV of the Constitution and Bylaws of the Tribe, and a "public agency" as defined in RCW 39.34.020.

Recitals

WHEREAS, Chapters 39.34, 35A.13 and 70.48 RCW authorize cities to enter into contracts for jail services that specify the responsibilities of each party; and,

WHEREAS, Marysville and the Stillaguamish Tribe entered into the INTERLOCAL AGREEMENT FOR JAIL SERVICE recorded on 01/12/2006 recording # 200601120846 with the Snohomish County Auditor; and,

WHEREAS, Marysville and Stillaguamish Tribe entered in to the FIRST AMENDMENT TO SCHEDULE A OF INTERLOCAL AGREEMENT FOR JAIL SERVICES recorded on 3/14/2007 recording # 200703140111 with the Snohomish County Auditor; and,

WHEREAS, Marysville and Stillaguamish Tribe entered in to the SECOND AMENDMENT TO SCHEDULE A OF INTERLOCAL AGREEMENT FOR JAIL SERVICES dated November 29, 2007; and

WHEREAS, Marysville and Stillaguamish Tribe entered in to the THIRD AMENDMENT OF INTERLOCAL AGREEMENT FOR JAIL SERVICES on October 12, 2009; and,

WHEREAS, the City of Marysville adopted Ordinance 2859, effective May 23, 2011, amending Marysville Municipal Code Chapter 2.45 relating to Jail/Detention Facilities; a "Detention Facility" being a 90 jail day facility by definition pursuant to RCW 70.48.020 (4).

RCW 70.48.040 (4) "Detention facility" means a facility operated by a governing unit primarily designed, staffed, and used for the temporary housing of adult persons charged with a criminal offense prior to trial or sentencing and for the housing of adult persons for purposes of punishment and correction after sentencing or persons serving terms not to exceed ninety days.

WHEREAS, the parties wish to amend Paragraph 3 Section b (3 b) of the Interlocal Agreement for Jail Services to utilize the 90 day facility limit instead of the 30 day limit; and,

WHEREAS, Marysville and the Stillaguamish Tribe have agreed to Renew the Interlocal Agreement for a two- year period from January 1, 2011 to December 31, 2013; and,

WHEREAS, the Stillaguamish Tribe by the Stillaguamish Tribal Council on _____, authorized entry into this FOURTH AMENDMENT OF INTERLOCAL AGREEMENT FOR JAIL SERVICES.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Tribe mutually agree as follows:

1. **Paragraph 3 ACCEPTANCE OF PRISONERS, Section b (3 b)** of the Agreement shall be amended to read as follows

b. Prisoners may not be incarcerated in the Marysville Jail longer than ~~thirty (30)~~ ninety (90) days or contrary to any federal or state statutes or regulations or constitutional requirements for the Marysville Jail. Should an inmate serve his/her ~~30-90~~ day sentence in the Marysville Jail and still have additional days of jail time, Tribe will have the option of transporting their inmates to another facility or have Marysville transport with reimbursement by Tribe of Marysville's actual costs. Should transportation be required for Tribe inmates to appear in other than the Marysville Municipal Courts, transportation will be the responsibility of Tribe.

2. Pursuant to Paragraph 5 DURATION – RENEWAL, Section B of the Interlocal Agreement for Jail Services entered into between the parties on December 16, 2005 and Amendment dated November 29, 2007 shall be renewed for a two-year term commencing January 1, 2011 and ending December 31, 2013.

3. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services and all Amendments thereto remain in place and shall be unchanged by this agreement. This Fourth Amendment to Interlocal Agreement for Jail Services shall be effective May 24, 2011.

4. APPROVALS AND FILING. Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source pursuant to RCW 39.34.040.

CITY OF MARYSVILLE

STILLAGUAMISH TRIBE OF
WASHINGTON

John Nehring, Mayor

Sandy Klineburger, Chairperson
Stillaguamish Tribal Council

Dated: _____

Dated: _____

Attest:

Attest:

April O'Brien, Deputy City Clerk

Jody Soholt, Tribal Council Secretary

Approved as to form

Approved as to form:

Grant K. Weed, City Attorney

Lisa L. Atkinson, Tribal Contract Attorney

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 12, 2011

AGENDA ITEM: Sauk-Suiattle Tribe Jail Services Agreement Fourth Amendment	AGENDA SECTION:	
PREPARED BY: Ralph Krusey, Administrative Services Commander	AGENDA NUMBER:	
ATTACHMENTS: Fourth Amendment to Sauk-Suiattle Tribe ILA for Jail Services	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

This amendment is the fourth amendment to the Interlocal Agreement between the City of Marysville and the Sauk-Suiattle Tribe for Jail Services. This amendment will change the length of time Sauk-Suiattle Tribe inmates may be housed at Marysville Detention Facility from 30 days to 90 days after sentencing Section 2 Paragraph 3 ACCEPTANCE OF PRISONERS, Section (3b) effective May 24, 2011.

This amendment will additionally extend the ILA to December 31, 2013

City Attorney, Grant Weed, has reviewed the language contained in the contract and has approved it as to form.

RECOMMENDED ACTION:

Staff recommends that council authorize the Mayor to sign the Fourth Amendment to the ILA with the Sauk-Suiattle Tribe for jail services.

COUNCIL ACTION:

AFTER RECORDING RETURN TO:
City of Marysville
1049 State Street
Marysville, WA 98270

**Fourth Amendment of Interlocal Agreements for Jail Services
Sauk-Suiattle
Amending Paragraph 3 Section b (3 b)
Relating to 90 days Detention Facility Limits
Effective May 24, 2011
and
Section 5 Duration /Renewal
January 1, 2012 to December 31, 2013**

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES is entered into between the City of Marysville (hereinafter Marysville), a political subdivision of the State of Washington, and the Sauk-Suiattle Tribe of Washington (hereinafter the Tribe or TRIBE), a federally recognized Indian tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934, as amended, 25 U.S.C §476, governed by the Tribal Council of the Sauk-Suiattle Tribe of Washington as provided in Article III of the Constitution and Bylaws of the Tribe, and recognizes as a “public agency” as defined in RCW 39.34.020.

Recitals

WHEREAS, Chapters 39.34, 35A.13 and 70.48 RCW authorize cities to enter into contracts for jail services that specify the responsibilities of each party; and,

WHEREAS, Marysville and the Sauk-Suiattle Tribe entered into the INTERLOCAL AGREEMENT FOR JAIL SERVICE recorded on 12/13/2005 recording #200512131126 with the Snohomish County Auditor; and,

WHEREAS, Marysville and Sauk-Suiattle Tribe entered in to the FIRST AMENDMENT TO SCHEDULE A OF INTERLOCAL AGREEMENT FOR JAIL SERVICES recorded on 11/28/09 recording # 200611281008 with the Snohomish County Auditor; and,

WHEREAS, Marysville and Sauk-Suiattle Tribe entered in to the SECOND AMENDMENT TO SCHEDULE A OF INTERLOCAL AGREEMENT FOR JAIL SERVICES recorded on 12/28/09 recording # 200712280719 with the Snohomish County Auditor; and,

WHEREAS, Marysville and Sauk-Suiattle Tribe entered in to the **THIRD AMENDMENT OF INTERLOCAL AGREEMENT FOR JAIL SERVICES** on October 12, 2009; and,

WHEREAS, the City of Marysville adopted Ordinance 2859, effective May 23, 2011, amending Marysville Municipal Code Chapter 2.45 relating to Jail/Detention Facilities; a "Detention Facility" being a 90 jail day facility by definition pursuant to RCW 70.48.020 (4).

RCW 70.48.040 (4) "Detention facility" means a facility operated by a governing unit primarily designed, staffed, and used for the temporary housing of adult persons charged with a criminal offense prior to trial or sentencing and for the housing of adult persons for purposes of punishment and correction after sentencing or persons serving terms not to exceed ninety days.

WHEREAS, the parties wish to amend Paragraph 3 Section b (3 b) of the Interlocal Agreement for Jail Services to utilize the 90 day facility limit instead of the 30 day limit; and,

WHEREAS, Marysville and the Sauk-Suiattle Tribe have agreed to Renew the Interlocal Agreement for a two- year period from January 1, 2011 to December 31, 2013; and,

WHEREAS, the Sauk-Suiattle Tribal Council on _____, authorized entry into this **FOURTH AMENDMENT OF INTERLOCAL AGREEMENT FOR JAIL SERVICES**.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Tribe mutually agree as follows:

1. **Paragraph 3 ACCEPTANCE OF PRISONERS, Section b (3 b)** of the Agreement shall be amended to read as follows

b. Prisoners may not be incarcerated in the Marysville Jail longer than ~~thirty~~ ninety (90) days or contrary to any federal or state statutes or regulations or constitutional requirements for the Marysville Jail. Should an inmate serve his/her ~~30-90~~ 90 day sentence in the Marysville Jail and still have additional days of jail time, Tribe will have the option of transporting their inmates to another facility or have Marysville transport with reimbursement by Tribe of Marysville's actual costs. Should transportation be required for Tribe inmates to appear in other than the Marysville Municipal Courts, transportation will be the responsibility of Tribe.

2. **Pursuant to Paragraph 5 DURATION – RENEWAL, Section B** of the Interlocal Agreement for Jail Services entered into between the parties on 12/13/05

amended by the Second Amendment of the Interlocal for Jail Services dated November 27, 2007 recorded 12/28/09 recording # 200712280719 with the Snohomish County Auditor, shall be renewed for a two-year term commencing January 1, 2011 and ending December 31, 2013.

3. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services and all Amendments thereto remain in place and shall be unchanged by this agreement. This Fourth Amendment to Interlocal Agreement for Jail Services shall be effective May 24, 2011.

4. APPROVALS AND FILING. Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source pursuant to RCW 39.34.040.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____, 2011.

CITY OF MARYSVILLE

SAUK-SUIATTLE TRIBE OF WASHINGTON

John Nehring, Mayor

Janice Mabee, Chairperson
Sauk-Suiattle Tribal Council

Dated: _____

Dated: _____

Attest:

Attest:

April O'Brien, Deputy City Clerk

Nancy DeCoteau, Tribal Council Secretary

Approved as to form

Approved as to form:

Grant K. Weed, City Attorney

Regina Hovet, General Counsel

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 12, 2011

AGENDA ITEM: Kirkland Jail Services Agreement Second Amendment	AGENDA SECTION:
PREPARED BY: Ralph Krusey, Administrative Services Commander	AGENDA NUMBER:
ATTACHMENTS: Second Amendment to Kirkland ILA for Jail Services	APPROVED BY:
	MAYOR CAO
BUDGET CODE:	AMOUNT:

This amendment is the second amendment to the Interlocal Agreement between the City of Marysville and the City of Kirkland for Jail Services. This amendment will change the length of time Kirkland inmates may be housed at Marysville Detention Facility from 30 days to 90 days after sentencing Section 2 Paragraph 3 ACCEPTANCE OF PRISONERS, Section (3b) effective May 24, 2011.

City Attorney, Grant Weed, has reviewed the language contained in the contract and has approved it as to form.

RECOMMENDED ACTION: Staff recommends that council authorize the Mayor to sign the Second Amendment to the ILA with the City of Kirkland for jail services.
COUNCIL ACTION:

AFTER RECORDING RETURN TO:

City of Marysville
1049 State Avenue
Marysville, WA 98270

**Second Amendment to Interlocal Agreement
for Jail Services – Kirkland
Amending Paragraph 3 Section B (3 B)
Relating To 90 Days Detention Facility Limits
Effective May 24, 2011**

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES ("Amendment") is made and entered into by and between the CITY OF MARYSVILLE ("Marysville"), and the CITY OF KIRKLAND ("Kirkland").

WHEREAS, on October 6, 2006 Marysville and Kirkland entered into an Interlocal Agreement for Jail Services hereafter referred to as the "Agreement" recorded on November 9, 2006 with Snohomish County ; and

WHEREAS, the parties entered in to the First Amendment to the Interlocal Agreement Effective January 1, 2010; and

WHEREAS, the City of Marysville adopted Ordinance 2859, effective May 23, 2011, amending Marysville Municipal Code Chapter 2.45 relating to Jail/Detention Facilities; a "Detention Facility" being a 90 jail day facility by definition pursuant to RCW 70.48.020 (4).

RCW 70.48.040 (4) "Detention facility" means a facility operated by a governing unit primarily designed, staffed, and used for the temporary housing of adult persons charged with a criminal offense prior to trial or sentencing and for the housing of adult persons for purposes of punishment and correction after sentencing or persons serving terms not to exceed ninety days.

WHEREAS, the parties wish to amend Paragraph 3 Section b (3 b) of the Interlocal Agreement for Jail Services to utilize the 90 day facility limit instead of the 30 day limit.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Kirkland mutually agree as follows:

1. **Paragraph 3 ACCEPTANCE OF PRISONERS, Section b (3 b)** of the Agreement shall be amended to read as follows

b. Prisoners may not be incarcerated in the Marysville Jail longer than ~~thirty (30)~~ ninety (90) days or contrary to any federal or state statutes or regulations or constitutional requirements for the Marysville Jail. Should an inmate serve his/her

~~30-90~~ day sentence in the Marysville Jail and still have additional days of jail time, Kirkland will have the option of transporting their inmates to another facility or have Marysville transport with reimbursement by Kirkland of Marysville's actual costs. Should transportation be required for Kirkland inmates to appear in other than the Marysville Municipal Courts, transportation will be the responsibility of Arlington

2. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services recorded on November 9, 2006 and all Amendments thereto shall remain in full force and effect unchanged. This Second Amendment to Interlocal Agreement for Jail Services shall be effective May 24, 2011.

3. APPROVALS AND FILING. Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source pursuant to RCW 39.34.040.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this ____ day of _____, 2011.

By _____
KURT TRIPLETT, City Manager

By _____
JOHN NEHRING, Mayor

DATE: _____

DATE: _____

APPROVED as to form:

APPROVED as to form:

ROBIN S. JENKINSON, City Attorney

GRANT K. WEED, City Attorney

DATE: _____
Attest:

DATE: _____
Attest:

KATHI ANDERSON, City Clerk

APRIL O'BRIEN, Deputy City Clerk

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 12, 2011

AGENDA ITEM: Lake Stevens Jail Services Agreement Eighth Amendment	AGENDA SECTION:	
PREPARED BY: Ralph Krusey, Administrative Services Commander	AGENDA NUMBER:	
ATTACHMENTS: Eighth Amendment to Lake Stevens ILA for Jail Services	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

This amendment is the eighth amendment to the Interlocal Agreement between the City of Marysville and the City of Lake Stevens for Jail Services. This amendment will change the length of time Lake Stevens inmates may be housed at Marysville Detention Facility from 30 days to 90 days after sentencing Section 2 Paragraph 3 ACCEPTANCE OF PRISONERS, Section (3b) effective May 24, 2011.

City Attorney, Grant Weed, has reviewed the language contained in the contract and has approved it as to form.

RECOMMENDED ACTION:

Staff recommends that council authorize the Mayor to sign the Eighth Amendment to the ILA with the City of Lake Stevens for jail services.

COUNCIL ACTION:

AFTER RECORDING RETURN TO:

City of Marysville
1049 State Avenue
Marysville, WA 98270

**Eighth Amendment of Interlocal Agreements for
Jail Services – Lake Stevens
Amending Paragraph 3 Section b (3 b)
Relating to 90 days Detention Facility Limits
Effective May 24, 2011**

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES ("Agreement") is made and entered into by and between the CITY OF MARYSVILLE ("Marysville"), and the CITY OF LAKE STEVENS ("Lake Stevens").

WHEREAS, WHEREAS, on September 27, 1999 Marysville and Lake Stevens entered into an Interlocal Agreement for Jail Services (hereinafter known as "Agreement"); and,

WHEREAS, the City of Marysville adopted Ordinance 2859, effective May 23, 2011, amending Marysville Municipal Code Chapter 2.45 relating to Jail/Detention Facilities; a "Detention Facility" being a 90 jail day facility by definition pursuant to RCW 70.48.020 (4).

RCW 70.48.040 (4) "Detention facility" means a facility operated by a governing unit primarily designed, staffed, and used for the temporary housing of adult persons charged with a criminal offense prior to trial or sentencing and for the housing of adult persons for purposes of punishment and correction after sentencing or persons serving terms not to exceed ninety days.

WHEREAS, the parties wish to amend Paragraph 3 Section b (3 b) of the Interlocal Agreement for Jail Services to utilize the 90 day facility limit instead of the 30 day limit.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Lake Stevens mutually agree as follows:

1. **Paragraph 3 ACCEPTANCE OF PRISONERS, Section b (3 b)** of the Agreement shall be amended to read as follows

b. Prisoners may not be incarcerated in the Marysville Jail longer than ~~thirty~~ (30) ninety (90) days or contrary to any federal or state statutes or regulations or constitutional requirements for the Marysville Jail. Should an inmate serve his/her ~~30-90~~ day sentence in the Marysville Jail and still have additional days of jail time,

Lake Stevens will have the option of transporting their inmates to another facility or have Marysville transport with reimbursement by Lake Stevens of Marysville's actual costs. Should transportation be required for Lake Stevens' inmates to appear in other than the Marysville Municipal Courts, transportation will be the responsibility of Lake Stevens.

2. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services dated September 27, 1999 and all Amendments thereto shall remain in full force and effect unchanged. This Eighth Amendment to Interlocal Agreement for Jail Services shall be effective May 24, 2011.

3. APPROVALS AND FILING. Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source pursuant to RCW 39.34.040.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this ____ day of _____, 2011.

CITY OF LAKE STEVENS

CITY OF MARYSVILLE

By _____
VERN LITTLE, Mayor

By _____
JOHN NEHRING, Mayor

DATE: _____

DATE: _____

APPROVED as to form:

APPROVED as to form:

GRANT K. WEED, City Attorney

GRANT K. WEED, City Attorney

DATE: _____

DATE: _____

Attest: _____
NORMA SCOTT, City Clerk

Attest: _____
APRIL O'BRIEN, Deputy City Clerk

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 12, 2011

AGENDA ITEM: Arlington Jail Services Agreement Seventh Amendment	AGENDA SECTION:	
PREPARED BY: Ralph Krusey, Administrative Services Commander	AGENDA NUMBER:	
ATTACHMENTS: Seventh Amendment to Arlington ILA for Jail Services	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

This amendment is the seventh amendment to the Interlocal Agreement between the City of Marysville and the City of Arlington for Jail Services. This amendment will change the length of time Arlington inmates may be housed at Marysville Detention Facility from 30 days to 90 days after sentencing Section 2 Paragraph 3 ACCEPTANCE OF PRISONERS, Section (3b) effective May 24, 2011.

City Attorney, Grant Weed, has reviewed the language contained in the contract and has approved it as to form.

RECOMMENDED ACTION: Staff recommends that council authorize the Mayor to sign the Seventh Amendment to the ILA with the City of Arlington for jail services.
COUNCIL ACTION:

AFTER RECORDING RETURN TO:

City of Marysville
1049 State Street
Marysville, WA 98270

**Seventh Amendment of Interlocal Agreements for
Jail Services – Arlington
Amending Paragraph 3 Section b (3 b)
Relating to 90 days Detention Facility Limits
Effective May 24, 2011**

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES ("Amendment") is made and entered into by and between the CITY OF MARYSVILLE ("Marysville"), and the CITY OF ARLINGTON ("Arlington").

WHEREAS, on August 1, 2002 Marysville and Arlington entered into an Interlocal Agreement for Jail Services hereafter referred to as the "Agreement" recorded on 11/6/02 with Snohomish County; and

WHEREAS, the City of Marysville adopted Ordinance 2859, effective May 23, 2011, amending Marysville Municipal Code Chapter 2.45 relating to Jail/Detention Facilities; a "Detention Facility" being a 90 jail day facility by definition pursuant to RCW 70.48.020 (4).

RCW 70.48.040 (4) "Detention facility" means a facility operated by a governing unit primarily designed, staffed, and used for the temporary housing of adult persons charged with a criminal offense prior to trial or sentencing and for the housing of adult persons for purposes of punishment and correction after sentencing or persons serving terms not to exceed ninety days.

WHEREAS, the parties wish to amend Paragraph 3 Section b (3 b) of the Interlocal Agreement for Jail Services to utilize the 90 day facility limit instead of the 30 day limit.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Arlington mutually agree as follows:

1. **Paragraph 3 ACCEPTANCE OF PRISONERS, Section b (3 b)** of the Agreement shall be amended to read as follows

b. Prisoners may not be incarcerated in the Marysville Jail longer than ~~thirty~~ ninety (90) days or contrary to any federal or state statutes or regulations or constitutional requirements for the Marysville Jail. Should an inmate serve his/her

Page 1 of 2

30-90 day sentence in the Marysville Jail and still have additional days of jail time, Arlington will have the option of transporting their inmates to another facility or have Marysville transport with reimbursement by Arlington of Marysville's actual costs. Should transportation be required for Arlington inmates to appear in other than the Marysville Municipal Courts, transportation will be the responsibility of Arlington.

2. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services dated August 1, 2002 and all Amendments thereto shall remain in full force and effect unchanged. This Seventh Amendment to Interlocal Agreement For Jail Services shall be effective May 24, 2011.

3. APPROVALS AND FILING. Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source pursuant to RCW 39.34.040.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this ____ day of _____, 2011.

CITY OF ARLINGTON

CITY OF MARYSVILLE

By _____
MARGARET LARSON, Mayor

By _____
JOHN NEHRING, Mayor

DATE: _____
APPROVED as to form:

DATE: _____
APPROVED as to form:

STEVEN J. PEIFFLE, City Attorney

GRANT K. WEED, City Attorney

DATE: _____
Attest:

DATE: _____
Attest:

, City Clerk

April O'Brien, Deputy City Clerk

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 9/12/2011

AGENDA ITEM: Long Term Care Insurance	
PREPARED BY: Kristie Guy, Assistant HR Director DEPARTMENT: Human Resources	DIRECTOR APPROVAL:
ATTACHMENTS: Employer Sponsored ILTC Insurance Program – Employer Form	
BUDGET CODE:	AMOUNT:

SUMMARY:

The City is proposing to offer a new long-term care insurance plan through Prudential Insurance Company of America. This 100% voluntary benefit that will assist employees in saving for their retirement by protecting their retirement assets for themselves and other family members.

Long term care is different from the traditional medical or skilled care. Typically, it is not provided by doctors and isn't designed to cure an illness. Instead it's the kind of help needed to perform everyday activities such as eating, bathing, or getting dressed. Long-term care also called unskilled or custodial care goes beyond medical treatment and nursing care to helping people cope with chronic illness or disability.

Workplace coverage offers employees a tremendous advantage. It gives them access to insurance at a younger age when premiums are lower and their good health makes them more likely to qualified for coverage. Covered employees spouses, domestic partners, adult children, parents, parents-in-laws, are also eligible for this program and available discounts.

Long term care insurance is a timely benefit that meets the growing concerns of employees who are responsible for their aging parents and worried about the consequences of their own longevity.

<p>RECOMMENDED ACTION: Staff recommends that Council Authorize the Mayor to sign the Prudential Employer Sponsored ILTC Insurance Program Form.</p>
--



Employer Sponsored ILTC Insurance Program – Employer Form

By signature of the authorized representative of the Sponsoring Organization (“SO”) named below, SO agrees, as of the Effective Date, to work with the Prudential Insurance Company of America (“Prudential”) and authorized sales producers, subject to the following terms and conditions, to implement a Long-Term Care Employer Sponsored Program for eligible employees of the SO:

Program: The Program consists of the sale of Prudential individual long-term care insurance policies to qualified employees who are actively at work on a full time basis at least 25 hours per week for the Employer/Sponsoring Organization (SO), provided that the SO is accepted by Prudential and meets Prudential’s minimum participation requirements. Covered employees spouses, domestic partners, adult children, parents, parents-in-laws (collectively known as “Participants”), are also eligible for this program and available discounts. The SO acknowledges that this program is not a group insurance program and coverage is not guaranteed. Eligible employees aged 18-65, applying for benefits within the benefit parameters defined by Prudential, shall be subject to Simplified Underwriting during the initial enrollment period, also defined by Prudential. Eligible spouses and domestic partners actively at work at least 25 hours a week and between the ages of 18-65 may also be eligible for Simplified Underwriting. All other eligible Participants are subject to full medical Underwriting. SO acknowledges that the Program offer is at the discretion of Prudential, contingent upon the review of necessary roster data about SO employees and other eligible Participants. SO is responsible for submitting a complete census of all eligible employees, to include the information specified by Prudential.

Employer Subsidy:

Is the employer paying for a portion of the premium for this benefit? No Yes
Is the employer paying for a portion of the premium for the spouse or partner benefit? No Yes (If yes, please check the appropriate option below):

- 100% of premium for a core benefit (specify benefit amount) _____
- 25%, or more, of the total premium
- \$250, or more, per year

Access. SO agrees to permit Prudential and authorized sales producers access to solicit SO employees, including the right to conduct group onsite meetings at SO offices, subject to reasonable agreement as to time and place.

Billing. SO agrees to remit to Prudential monthly in a timely manner all premiums, other than those direct billed to Participants, due under the Program. SO also agrees to provide Prudential with any status changes (including terminations, retirements or disability leaves) for any Program Participants on payroll deduction.

Law- Compliance & Applicability. Prudential makes no representations about whether the Program is an employee benefit plan under or otherwise subject to ERISA or other laws regulating such plans. Unless otherwise notified in writing by the SO, Prudential shall assume the Program is not an employee benefit plan under ERISA. Prudential makes no representations about any possible tax implications to the SO or any other person and assumes SO shall seek its own tax counsel or advice as needed.

Termination. Either party may terminate the Program by ninety (90) days written notice to the other. If minimum participation level is not reached by the end of the initial enrollment period, Prudential retains the right to cancel the Program.

Name of Sponsoring Organization: City of Marysville

Name: Jon Nehring Title: Mayor

Signature: _____ Today’s Date (“effective date”) _____

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 12, 2011

AGENDA ITEM: Agreement with G4S Justice Services, LLC for monitoring devices	AGENDA SECTION:	
PREPARED BY: Ralph Krusey, Administrative Services Commander	AGENDA NUMBER:	
ATTACHMENTS: Equipment Rental and Monitoring Services Agreement	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

Marysville Police Department is requesting City Council authorize the Mayor to sign an agreement for monitoring equipment and services with G4S Justice Services, LLC. G4S Justice Services will be another vendor to rent monitoring equipment from. The department will reduce the cost of rentals by \$3.21 per device per day. It is estimated that this will save the City approximately \$2,300 for the remainder of CY 2011 and approximately \$7,030 annually. This is not an exclusive agreement so we can continue to use our current vendors for specific items that are not covered by G4S Justice Services

City Attorney Grant Weed's office has reviewed the agreement as to form. The Police Department is requesting City Council approve the ordinance and authorize Marysville Jail to transition to a 90 day facility.

RECOMMENDED ACTION: Staff recommends that council authorize the Mayor to sign the agreement with G4S Justice Services, LLC.
COUNCIL ACTION:

EQUIPMENT RENTAL AND MONITORING SERVICES AGREEMENT

This Equipment Rental and Monitoring Services Agreement (this "Agreement"), dated August 15, 2011, by and between G4S Justice Services, LLC., a Delaware corporation with its principal offices located at 2000 RiverEdge Parkway, N.W., Suite GL-100, Atlanta, GA 30328, licensed to do business in Washington State ("Provider"), and City of Marysville, a Washington State Municipal Corporation, with its principal place of business at 1015 State Ave., Marysville, WA 98270 ("Customer" or "City").

1. GENERAL

Provider hereby agrees to lease to Customer, and Customer hereby agrees to lease from Provider, the items of equipment (together with the parts and components necessary for the repair and replacement thereof, the "Equipment") provided by Provider described in any Attachment A attached hereto or hereafter executed (each such Attachment A is referred to as an "Equipment and Monitoring Services Schedule") subject to and in accordance with the terms and conditions of this Agreement. All such Equipment and Monitoring Services Schedules shall be deemed incorporated in and a part of this Agreement. Furthermore, Provider agrees to provide to Customer the electronic monitoring services ("Monitoring Services") as also described in the Equipment and Monitoring Services Schedules, through the use of the Equipment. Certain terms with respect to the Monitoring Services are set forth in Attachment A and A -1.

2. EQUIPMENT AND MONITORING SERVICES

a. Equipment.

- (i) Equipment is, and at all times shall remain, the sole and exclusive property of Provider. Customer shall have no right, title or interest therein or thereto except as expressly set forth in this Agreement.

b. Monitoring Services.

- (i) Provider will provide Monitoring Services with respect to individuals ("Participants") the Customer selects to participate in Monitoring Services through the use of Equipment utilized to monitor Participants.

c. Rent and Payment.

- (i) The rent for the Equipment and Monitoring Services are set forth on the Equipment and Monitoring Services Schedule and Attachment A and A-1.
- (ii) Customer will be invoiced at the end of each month for all accrued Equipment and Monitoring Services rental charges, in each case as stipulated in the, Equipment and Monitoring Services Schedule or Attachment A. Invoices will be due and payable in immediately available funds thirty (30) days from the date of each invoice ("Due Date"), unless any discrepancies are brought the Providers attention, at which time Provider will reconcile any discrepancies raised by Customer.

3. TERM, RENEWAL

a. Term/Renewal.

- (i) The term of this Agreement shall be for twelve (12) months from the date this Agreement is executed by both parties (the "Execution Date"). This Agreement shall automatically renew for additional one (1) year period on the anniversary date for up to three (3) years unless written notice is provided by either party at least sixty (60) days prior to the end of the then current term. Either Party may terminate this contract upon sixty 60 days written notice to the provider for any reason.
- (ii) Within five (5) days of the expiration or the earlier termination of this Agreement, Customer shall, at its own cost and expense, properly prepare the Equipment for shipment by common carrier or other means acceptable to Provider and deliver the Equipment to Provider at the address of Provider. The Equipment shall be delivered to Provider in the condition required for it to be maintained by Customer hereunder. Customer shall cause the Equipment, upon redelivery pursuant hereto, to be free and clear of all mortgages, liens, security interests, charges, claims or other encumbrances other than any of the same either (a) created or granted by Provider or (b) resulting from claims against Provider not related to Provider's ownership of the Equipment.

4. EVENTS OF DEFAULT

The occurrence of any of the following events shall constitute an "Event of Default" under this Agreement:

- (a) Failure of Customer to pay any undisputed invoices for installment of rent or any other sum required by this Agreement to be paid by Customer within five (5) consecutive calendar days after notice by Provider to Customer that such payment has not been received by Provider.
- (b) Failure of either party to observe, perform or comply with any term, obligation, covenant or condition contained in this Agreement or any other document, agreement or instrument executed pursuant hereto or in connection herewith which is not cured within thirty (30) days after delivery of written notice thereof from the other party.
- (c) Any attempted sale or encumbrance by Customer of the Equipment or any item of Equipment.
- (d) Any attempted assignment of the Agreement by either party without the Other Parties' prior written consent.
- (e) Failure of Customer to remove a lien or encumbrance known to Customer and asserted against the Equipment or any item of Equipment within thirty (30) days.
- (f) Failure to maintain any insurance required by this Agreement.
- (g) Customer shall (i) be adjudicated bankrupt, (ii) be generally not paying its debts as they become due, (iii) admit its inability to pay its debts generally as they become due, (iv) make a general assignment for the benefit of creditors, (v) file a petition in bankruptcy, or admit (by answer, default or otherwise) the material allegations of any petition in bankruptcy filed against it under the Federal Bankruptcy Laws (as in effect on the date of this Agreement or as they may be amended from time to time), or under any other law for the relief of debtors or for the discharge, arrangement or compromise of debtors debts, or (vi) consent to the appointment of a receiver, liquidator, assignee, custodian, trustee, sequester or other official with similar powers over Customer or a substantial part of its assets.

5. REMEDIES

Upon the occurrence of any Event of Default, and at any time thereafter, the respective party (s) may at their option exercise any one or more of the following remedies:

- (a) Either party may terminate this Agreement as to any or all Items of Equipment, whereupon all rights of Customer to the use of that Equipment shall absolutely cease and terminate but Customer shall remain liable upon all of Customer's obligations for past due rent and other payments due for actual services or rentals provided and owning under this Agreement up to the date of termination. Any such termination shall occur only by 14 days written notice of default and termination from either party to the other. Any such termination shall not impair either Party's right to exercise the other remedies set forth herein.
- (b) Provider may sell the Equipment or any Item of Equipment, or place the Equipment or any Item of Equipment into an agreement with other Customer(s), with or without taking possession of it, at public auction or private sale at such time and upon such terms as Provider may determine, free and clear of any rights of Customer.
- (c) Customer will remain liable for lost, stolen or damaged Equipment charges up to the date of delivery to the Provider. Customer also agrees that any consumables or other stock for the Equipment being held to support the Agreement be transferred to the Provider without charge. Customer remains liable for paying any and all charges in relation to its agreement with Provider prior to the assignment date until all such monies are completely discharged.
- (d) Pursue any other remedy at law or in equity.

No right or remedy conferred herein is exclusive of any other right or remedy conferred herein or by law; but all such remedies are cumulative of every other right or remedy conferred hereunder or at law or in equity, by statute or otherwise, and may be exercised concurrently or separately time to time.

6. CUSTOMERS DUTIES

a. Risk of Loss; Damage; Destruction.

- (i) Customer shall assume all risk of loss or damage to the Equipment from any cause whatsoever from and after the date of delivery. In the event of damage to any item of Equipment, Customer shall immediately notify Provider in writing and Customer shall place the same in good repair, first by paying Provider the cost of such repair and second, if Provider determines that any Equipment is lost, stolen, destroyed or damaged beyond repair, Customer, at Customer's sole cost and expense (as identified in Attachment B or as may be updated from time to time by Provider, will replace the same with like Equipment in good repair sourced from Provider that is acceptable to Provider.
- (ii) During the term of this Agreement, Equipment and all components thereof will be maintained in good repair, condition and working order less only reasonable wear and tear resulting from authorized use.

b. Use by Trained Personnel. Customer shall not permit the use of the Equipment by any person other than trained personnel in the direct employ or under the direct control of Customer and will comply with Provider's User Manual.

c. Insurance. Customer agrees to maintain “all risk” insurance, including but not limited to coverage for fire, earthquake and flood, to cover the Total Cost of the Provider Equipment at the published list price.

d. Alterations. Customer shall not make any alterations, additions or improvements to the Equipment. All additions and improvements of whatsoever kind or nature made to the Equipment shall belong to and become the property of Provider upon the expiration, or earlier termination, of this Agreement. At Provider’s sole discretion, any Alterations may deem the Equipment damaged and require Customer replacement as per item 6.a. (i) herein.

e. Use. Customer shall use the Equipment in a careful and proper manner solely for the purposes for which it was intended, only in the normal and ordinary course of Customer’s business, and Customer shall comply with, and shall use the Equipment in accordance with, (i) all state, federal, or local laws, rules, regulations, statutes and ordinances applicable to Provider or relating to the use, possession, operation, licensing, registration, maintenance or inspection of the Equipment, (including but not limited to job safety, health, fire, environmental, zoning, law enforcement and nuisance), (ii) any insurance policies in effect with respect to the Equipment (iii) any warranties of any manufacturer with respect to the Equipment or any component thereof, and (iv) the operating instructions furnished by Provider.

7. PROVIDER DUTIES

a. Training. Provider, at its expense, will provide initial training to personnel designated by Customer. At Customers request, Provider will provide further training at additional charges as identified in Attachment B or as may be updated from time to time by Provider. All such training shall be accomplished in accordance with Providers standard procedures.

b. Insurance. Provider shall take out and maintain product liability insurance with minimum limits of \$2,000,000 General Liability Aggregate and \$1,000,000 Per Occurrence Limit;

8. TECHNOLOGY AND TRADEMARKS

a. Technology. Provider has certain [patent], copyright, trade secret and other intellectual and proprietary rights (“Technology”) with respect to the Monitoring Services. Subject to the terms and conditions of this Agreement, Provider hereby grants Customer a limited, non-exclusive, non-sublicensable, royalty-free right to use such Technology solely in conjunction with the use of the Equipment embodying such intellectual property and Customer’s receipt of the Services. Provider shall retain sole and exclusive right, title and interest in and to the Technology.

b. No Reverse Engineering. Customer shall not reverse engineer, decompile or disassemble the Equipment or otherwise derive the Technology, attempt to do so, or enable a third party to do so. In the event that Customer becomes aware that any person or entity has engaged or has likely engaged in any of the activities described in this Section, 8(b), Customer shall immediately notify Provider in writing.

c. Trademarks. Subject to the terms and conditions of this Agreement, Provider grants to Customer a limited, non-exclusive, non-sublicensable, royalty-free right to use Supplier’s trademarks and trade names on the Equipment, subject to Provider’s prior written approval, during the term of this Agreement, it being expressly understood that Customer shall discontinue the use of such trademarks and trade names upon the termination of this Agreement and disclaims any rights in the trademarks and trade names other than the said license.

9. INDEMNITIES

a. Provider Indemnity. Provider agrees to indemnify and hold harmless Customer from and against any and all claims, liabilities, damages and cost (including reasonable legal fees and disbursements) Customer may incur or sustain arising out of Provider's conduct in performing its services.

b. Customer Indemnity. Customer agrees to indemnify and hold harmless Provider and its Subcontractors from and against any and all claims, obligations, liens imposed on or asserted against, liabilities, damages and costs (including reasonable legal fees and disbursements) Provider may incur or sustain arising out of or related to Customer's use of Equipment, including but not limited to, any acts committed by individuals selected by Customer to participate in programs utilizing Equipment and/or Monitoring Services.

The Parties shall give the other prompt written notice of any matter hereby indemnified against. Parties' obligations to each other under this paragraph shall survive the expiration of this Agreement with respect to acts or events occurring or alleged to have occurred prior to the return of the Equipment to Provider at the end of the term.

10. FORCE MAJEURE

The obligations of either party to perform under this Agreement shall be excused during each period of delay caused by matters such as strikes, government orders or acts of God, which are reasonably beyond the control of the party obligated to perform.

11. TECHNICAL /MARKETING INFORMATION

a. Confidentiality The parties agree that this Agreement is a public record subject to disclosure under the Public Records Act RCW 42.56. Both parties acknowledge and agree that pursuant to this Agreement valuable marketing and technical information as well as personal information of a confidential nature may be disclosed by Provider and Customer; that such information shall be retained by each party in confidence; however, the event of a Public Records Request, prior to any disclosure the Customer will provide at least 7 calendar days, written 3rd party notice to Provider, whereby the Provider can choose whether the Provider will file for a court order to prevent or limit disclosure under the Public Records Act, or if applicable any other court action. NOTE: Customer is subject to Public Disclosure laws, and dealings with the City and confidentiality covenants must qualify under this law.

12. MISCELLANEOUS

a. Notices

All notices required by this Agreement shall be in writing and be deemed sufficient if personally delivered or sent by facsimile, certified mail, or postage prepaid, to the party to be notified at the address set forth in the initial paragraph of this Agreement until notice of a different address is supplied. Such notice shall be deemed given upon personal delivery or three days after being deposited in the mail in the manner described above or if sent by facsimile, on the date transmitted, provided oral or written confirmation is obtained by sender.

b. Entire Agreement

This Agreement is the entire Agreement between the parties hereto with respect to the subject matter contained herein, there being no prior written or oral promises or representations not incorporated herein.

c. Applicable Law/Waiver of Jury Trial

THE VALIDITY, CONSTRUCTION AND PERFORMANCE OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS (INCLUDING THE CONFLICT OF LAWS RULES) OF THE STATE OF WASHINGTON. Venue shall be in Snohomish County Superior Court.

d. Amendments

No amendment or modification of the terms of this Agreement shall be binding on either party unless reduced to writing and signed by an authorized official of both parties.

e. Taxes and Other Governmental Charges.

In the event any item is found to be subject to taxation in any form except property taxes or taxes based upon net income, Customer will pay as the same respectively become due.

f. Further Assurances

Either party will promptly execute and deliver to Provider such further documents and take such further action as Provider may request in order to more effectively carry out the intent and purpose of this Agreement.

g. Incorporation by Reference

All schedules, attachments, exhibits, annexes or other similar appendices to this Agreement are incorporated into this Agreement as if set out in full at the first place in this Agreement that reference is made thereto.

h. Non-Waiver

No covenant or conditions of this Agreement can be waived except by the written consent of Provider. Forbearance or indulgence by Provider in any regard whatsoever, shall not constitute a waiver of the covenant or condition to be performed by Customer to which such forbearances or indulgences may apply, and until complete performance by Customer of such covenant or condition, Provider shall be entitled to invoke any remedy available to Provider under this Agreement or by law or in equity despite said forbearance or indulgence.

i. Severability

If any provision of this Agreement is invalid, such invalidity shall not affect any other provision hereof.

j. Use of provisions, terms, conditions and pricing by other government agencies:

Provider and Customer agree that the provisions, terms, conditions, and pricing of this negotiated Contract may be extended to any other government agency located in the State of Washington, as provided for in this section. Another government agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services described herein shall be responsible for issuing their own purchase order to Provider, or entering into their own contract or pricing agreement with Provider, as well as providing for their own acceptance and payment provisions, making all payments hereunder, and obtaining any certificates of insurance and bonds that may be required. Customer is not responsible for providing to any other government agency any documentation relating this Contract or its implementation. Provider is responsible for providing a copy of this Contract to any government agency using this Contract upon request of that government agency. Any government agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless Customer from all claims, demands, actions, or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Customer makes no guarantee of usage by other users of this Contract. The Customer shall incur no financial responsibility in connection with purchase orders issued by or contracts or pricing agreements entered into by another government agency. Such other government agency shall accept sole responsibility for placing orders and making payments to Provider. Provider shall maintain a list of other government agencies, if any, that have used this Contract. The list shall be provided to Customer upon request.

13. No Warranties by Provider

EXCEPT WITH RESPECT TO THE EQUIPMENT WARRANTY SET FORTH ON ATTACHMENT B, CUSTOMER EXPRESSLY AGREES TO LEASE EACH ITEM OF EQUIPMENT AS IS. PROVIDER SHALL NOT BE DEEMED TO HAVE MADE, AND PROVIDER HEREBY DISCLAIMS, ANY OTHER REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE DESIGN OR CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE EQUIPMENT OR CONFORMITY OF THE EQUIPMENT TO THE PROVISIONS AND SPECIFICATIONS OF ANY PURCHASE ORDER OR ORDERS RELATING THERETO, NOR SHALL PROVIDER BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING STRICT OR ABSOLUTE LIABILITY IN TORT) AS A RESULT OF ANY BREACH OF WARRANTY OR REPRESENTATION WITH RESPECT TO THE EQUIPMENT. PROVIDER SHALL NOT BE LIABLE TO CUSTOMER FOR LOSS OF USE OF THE EQUIPMENT, NOR FOR ANY INTERRUPTION IN CUSTOMER'S BUSINESS OCCASIONED BY CUSTOMER'S INABILITY TO USE THE EQUIPMENT FOR ANY REASON WHATSOEVER.

The provisions of this Section, 13 are intended to be a complete exclusion and negation of any express (other than the Equipment Warranty set forth on Attachment B) or implied warranties by Provider with respect to the Equipment, whether arising under the Uniform Commercial Code or under any other law now or hereafter in effect, or otherwise.

15. Data Transmission

Customer recognizes and acknowledges that information conveyed in connection with the services and on the System is transmitted using third-parties. Provider makes no representations

or warranties regarding carriage of this information over any communications medium which is not directly controlled by Provider, including, but not limited to, wireless and land-based telecommunications infrastructures. Further, Provider shall not be liable for any interruption of service or non-transfer of information due to interruptions, temporary outage or failure to any system which is not directly in Provider's control.

16. ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided, however, that neither party shall have the right to transfer, delegate or assign all or part of its interest in or duties under this Agreement without the prior written authorization of the other party. Notwithstanding the foregoing, Provider may assign its rights, delegate its duties or otherwise transfer all or part of its performance hereunder to any subsidiary of Group4Securicor plc and upon any delegation of duties by Provider pursuant to this sentence, Provider shall be relieved of all further obligations hereunder with respect to the duties delegated.

17. COUNTERPARTS

For convenience of the parties hereto, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes but all of which together shall constitute one instrument.

IN WITNESS HEREOF, the parties have by their duly authorized officials have executed this Agreement.

Customer: City of Marysville

Provider: G4S Justice Services, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

April O'Brien, Deputy City Clerk

Approved as to form:

Grant K. Weed, City Attorney

ATTACHMENT A
EQUIPMENT AND MONITORING SERVICES SCHEDULE NUMBER 1
 Between
G4S Justice Services, LLC (Provider) and City of Marysville (Customer)
 (1 OF 2 Pages)

Equipment	Total Price
Patrol Landline (includes equipment and monitoring services)	\$2.75 per client per day
RF Patrol Cellular (includes equipment and monitoring services)	\$5.75 per client per day
Spare allowance equal to 40% of active daily units.	Daily charge for excess Patrol Suite RF Landline units above Spare Allowance: \$1.50
Spare allowance equal to 40% of active daily units.	Daily charge for excess Patrol Suite RF Cellular units above Spare Allowance: \$2.00
VICAP (includes equipment and monitoring services)	\$3.92 per client per day including 2 tests per day 2 additional tests @ \$1.50 per client per day
Spare allowance equal to 40% of active daily units.	Daily charge for excess units above Spare Allowance: \$2.00
Cam Patrol Plus Continuous Alcohol Monitoring Device with Cellular Service via companion i365 Phone handset	\$9.57 per active unit/per day
In Active Device Charge	\$4.00 per unit/per day

MONITORING SERVICES:

A. Provider Responsibilities:

- (1) Service - Provider shall provide all monitoring and other services listed below.
- (2) Training - Initial training to include:
 - * Overview of equipment
 - * Operation/care of equipment
 - * Interpretation of alarms/violations/reports
 - * Accessing Internet data (including: enrollment, data changes, report analysis, and participant termination)
 - * Field installation of transmitters and receivers/monitors
 - * Initialization, reset, and removal of the equipment
 - * Diagnostics

B. Customer Responsibilities:

- (1) Service. Customer agrees to maintain complete responsibility for: Participant selection and program management services not specifically listed below. Furnishing all information to Provider which may reasonably be required to provide Customer with all services listed.
- (2) Funding. Customer is responsible for ensuring that funds are available for payment of services listed below, unless specified otherwise.

(3) Computer, Software, Internet Connection(s), and Mobile Phone(s)/Pager(s)/Text Device(s).
Customer is responsible for having and maintaining a computer(s), software, Internet connection(s) and Mobile Phone(s)/Pager(s)/Text Device(s).

*Enrollment: Customer will have the ability to enroll participants via secure access to Provider's Internet web site using Customer's own computer, software and Internet connection.

*Curfew/Information Changes: Customer will have the option to process all curfew/information changes via secure access to Provider's Internet web site using Customer's own computer, software and Internet connection.

*Reports: Customer will access monitoring reports via secure access to Provider's Internet web site using Customer's own computer, software and Internet connection.

*Notification: Priority notification upon occurrence of non-compliance via Email, text message, or call to alphanumeric pager.

Customer represents that he/she has read, understands, and agrees to be bound by the terms and Conditions contained herein and is fully authorized to accept this service schedule as part of the above referenced agreement.

Customer: City of Marysville

Provider: G4S Justice Services LLC

Signature

Signature

Name

Name

Title

Title

Date: _____

Date: _____

ATTACHMENT B
STANDARD TERMS, DELIVERY, SUPPLIES AND OPTIONS, REPLACEMENT COSTS

Supplies Included:

Straps: A quantity of 12 straps, 24 pin sets provided per year
Users Manual: View/print via WEB PATROL
CAM Patrol Plus – Two spare re-usable strap per year
Strap Cutter: 2 Strap removal tool: 2
Key Fob and OPID: One (1) each per every five (5) units

Training Included:

Initial On-site training included at no charge.
* Monitoring of equipment
* Operation/care of equipment
* Interpretation of alarms/violations/reports
* Accessing Internet data (including: enrollment, data changes, report analysis, and participant termination)
* Field installation of transmitters and receivers/monitors
* Initialization, reset, and removal of the equipment
* Diagnostics

Shipping Included:

Shipping via Standard Ground
(Priority overnight available at additional cost to Customer)

Equipment Warranty: For the term of the Agreement Provider will provide reasonable 1-800 technical telephone support and repair or replace Equipment under contract that fails due to manufacturers defects in parts or workmanship under normal use as determined solely by Provider and shall not be reasonably withheld. For the term of the Agreement, Provider will pay shipping both directions return shipping to Provider via ground delivery.

REPLACEMENT COSTS FOR LOST/STOLEN/DAMAGED EQUIPMENT

Replacement cost to the participants requires an advance letter email from the government user agency stating reason for loss/ damage/stolen equipment, participant's name, unit serial number(s) and date loss/damage/theft occurred.

PATROL Suite

Transmitter:	\$ 500.00	CAM Patrol Plus Bracelet - \$600.00
RF Landline	\$ 900.00	i365 Cell phone handset - \$100.00
RF Cellular	\$1,100.00	

VI-CAP Breath Alcohol Testing

Camera	\$ 840.00
Tester	\$ 540.00
Camera Power Supply	\$ 90.00
Hard Case Unit Box	\$ 60.00

Customer: City of Marysville

Provider: G4S Justice Services LLC

Signature

Signature

Name

Name

ATTACHMENT A - 1
EQUIPMENT AND MONITORING SERVICES SCHEDULE NUMBER 2
 Between
G4S Justice Services, LLC (Provider) and **City of Marysville** (Customer)

(1 OF 2 Pages)

Omnilink OM 210	Description	Price: Per Unit/ Per Day
Omnilink OM 210	3 minute GPS, 30 minute transmit, 15 minute impaired location	\$5.29 per active unit/per day
Omnilink OM 210 – Spare allowance equal to 40% of active units	Charge above spare allowance	\$3.00 per unit/per day
Instant Locate	Ability to locate device location via Focal point	\$0.20 per locate

MONITORING SERVICES:

A. Provider Responsibilities:

- (1) Service. Provider and/or its subcontractor shall provide all monitoring and other services listed below.
- (2) Training - Initial training to include:
 - * Overview of equipment
 - * Operation/care of equipment
 - * Interpretation of alarms/violations/reports
 - * Accessing Internet data (including: enrollment, data changes, report analysis, and participant termination)
 - * Field installation of OM210 device
 - * Initialization, reset, and removal of the equipment
 - * Diagnostics

B. Customer Responsibilities:

- (1) Service. Customer agrees to maintain complete responsibility for Participant selection and program management services not specifically listed below. Furnishing all information to Provider which may reasonably be required to provide Customer with all services listed.
- (2) Funding. Customer is responsible for ensuring that funds are available for payment of services listed below, unless specified otherwise.
- (3) Computer, Software, Internet Connection(s), and Mobile Phone(s)/Pager(s)/Text Device(s). Customer is responsible for having and maintaining a computer(s), software, Internet connection(s) and Mobile Phone(s)/Pager(s)/Text Device(s).

*Enrollment: Customer will enroll participants via secure access to Omnilink FocalPoint Internet web site using Customer's own computer, software and Internet connection.

*Curfew/Information Changes: Customer will process all curfew/information changes via secure access to Internet web site using Customer's own computer, software and Internet connection.

*Reports: Customer will access monitoring reports via secure access to Omnilink FocalPoint Internet web site using Customer's own computer, software and Internet connection.

*Notification: Priority notification upon occurrence of non-compliance via Email.

Customer represents that he/she has read, understands, and agrees to be bound by the terms and Conditions contained herein and is fully authorized to accept this service schedule as part of the above referenced agreement.

Customer: City of Marysville

Provider: G4S Justice Services LLC

Signature

Signature

Name

Name

Title

Title

Date: _____

Date: _____

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 12, 2011

AGENDA ITEM: PA11002 – Solar Energy Code	AGENDA SECTION: New Business	
PREPARED BY: Angela Gemmer, Associate Planner	APPROVED BY:	
ATTACHMENTS: 1. Proposed Solar Energy System Amendments 2. PC Minutes, dated 5/24/2011 and 6/28/2011 3. PC recommendation 4. Adopting Ordinance	MAYOR	CAO
	BUDGET CODE:	
AMOUNT:		

DESCRIPTION:

The Planning Commission (PC) held a Public Hearing on June 28, 2011 to review proposed amendments to MMC Title 22C, *Land Use Standards*, which include:

1. A new chapter, Chapter 22C.270, *Solar Energy Systems*, which sets forth standards for the installation of commercial and residential solar energy systems; and
2. Provisions encouraging solar access to be considered in site and subdivision design.

The proposed new chapter would implement standards for locating and mounting solar panels; minimizing glare; complying with building, electrical, and fire codes; screening of ground-mounted units; and coordinating with the local utility when a solar energy system is to be connected with the utility.

The PC received testimony from property owners, staff and other interested parties at the public hearing, following public notice. The PC made a motion to recommend adoption of the amendments, as presented.

RECOMMENDED ACTION:

Affirm the PC’s Recommendation and adopt MMC Chapter 22C.270, *Solar Energy Systems*, and associated standards, by Ordinance.

COUNCIL ACTION:

PROPOSED NEW DEFINITIONS.

22A.020.020 "A" Definitions

"Alternative energy system" means equipment used to generate thermal and/or electrical energy from non-utility sources. Alternative energy systems may include, but are not limited to, solar, wind, geothermal, etc. (See also solar energy system).

22A.020.200 "S" Definitions

"Solar array" means multiple solar panels.

"Solar energy system" means equipment that converts and then transfers or stores solar energy into usable forms of thermal or electrical energy.

"Solar panel" means a large, thin panel consisting of an array of solar cells used to convert solar energy into usable forms of thermal or electrical energy.

PROPOSED NEW CODE SECTION.

Chapter 22C.270 SOLAR ENERGY SYSTEMS

Sections:

22C.270.010 Purpose

22C.270.020 Development Standards.....

22C.270.010 Purpose

This chapter provides standards so that clean energy sources can be encouraged while ensuring compatibility of the energy system with the principal use of the property and minimizing adverse impacts on surrounding properties.

22C.270.020 Development Standards

Solar panels or arrays are permitted as an accessory use to commercial and residential uses subject to the following conditions:

(1) The solar panel or array must not be located within a required setback, or on a structure within a required setback;

(2) Solar panels or arrays may extend above the base height for the zone, provided that they are mounted at the minimum height necessary to generate usable energy;

(3) The solar panel or array shall not cause excessive glare or reflections so as to constitute a hazard to pedestrians and/or vehicular traffic;

(4) Any installation of a solar panel or array shall comply with any and all applicable provisions of the International Building Code, International Residential Code, International Fire Code, and the National Electric Code;

(5) The solar panel, array, and/or accessory components located on the ground shall be located in the side or rear yards in residential zones, and screened with a minimum six foot tall, sight-obscuring fence in both residential and commercial zones. The community development director may waive or modify the screening requirement under the following circumstances:

a) The screening will render the solar system ineffective and there are no suitable alternative locations on-site to locate the solar system where screening is feasible; or

b) Where abutting uses will not be adversely affected by an unscreened solar system due to existing physical improvements, physiographic features, landscaping and/or other factors.

(6) No interconnected solar energy system shall be installed unless evidence has been submitted to the City that the utility company has been informed of the customer's intent to install an interconnected customer-owned, solar energy system. Off-grid systems shall be exempt from this requirement.

PROPOSED CHANGE TO SITE AND BUILDING DESIGN STANDARDS SECTIONS OF CODE.

22C.010.290 Site and building design standards.

(1) Applicability.

(a) Prior to submitting a building permit application, all development to which these standards apply shall be required to submit a site plan addressing the standards in this section for administrative review and approval by the community development director.

(b) The site and building design standards of this section apply to institutional, commercial and multiple-family developments, whereas only subsections (2) and (3) of this section apply to single-family and condominium developments.

(c) The crime prevention through environmental design (CPTED) provisions of this section apply to all new commercial developments of over 12,000 square feet in building area, multifamily development of 10 or more units, and planned residential developments.

(2) Relationship of Building(s) to Site and Street Front.

(a) The site shall be planned to create an attractive street edge and accommodate pedestrian access. Examples of ways that a development meets the requirements of this provision are to:

- (i) Define the street edge with buildings, landscaping or other features.
- (ii) Provide for building entrances that are visible from the street.
- (iii) Provide for a sidewalk at least five feet wide if there is not space in the public

ROW.

(iv) Provide building entries that are accessed from the sidewalk: Preferably these access ways should be separated from the parking and drive aisles. If access traverses the parking lot, then it should be raised and clearly marked.

(v) Provide for businesses that require outdoor display oriented to the street, such as nurseries and auto sales, to have such display be raised and clearly marked.

(b) The development shall create a well-defined streetscape to allow for the safe movement of pedestrians. Whenever possible, building setbacks shall be minimized and parking and drive-through passageways shall be relegated to the side and rear of buildings.

(c) The development shall provide site development features that are visible and pedestrian-accessible from the street. These features could include plazas, open space areas, employee lunch and recreational areas, architectural focal points, and access lighting.

(3) Relationship of Building(s) and Site to Adjoining Area.

(a) Where adjacent buildings and neighborhoods are consistent with the comprehensive plan and desired community character, new buildings and structures should consider the visual continuity between the proposed and existing development with respect to building setbacks, placement of structures, location of pedestrian/vehicular facilities and spacing from adjoining buildings. Solar access of the subject and adjacent properties should be considered in building design and location.

(b) Harmony in texture, lines and masses is encouraged.

(c) Attractive landscape transition to adjoining properties shall be provided.

(d) Public and quasi-public buildings and structures shall be consistent with the established neighborhood character.

(4) Landscape and Site Treatment.

(a) Parking lot screening and interior landscaping shall be provided consistent with Chapter 22C.130 MMC. The following criteria shall guide review of plans and administration of the landscaping standards in the zoning code:

(i) The landscape plan shall demonstrate visual relief from large expanses of parking areas.

(ii) The landscape plan shall provide some physical separation between vehicular and pedestrian traffic.

(iii) The landscape plan shall provide decorative landscaping as a focal setting for signs, special site elements, and/or pedestrian areas.

(iv) In locations where plants will be susceptible to injury by pedestrian or motor traffic, they shall be protected by appropriate curbs, tree guards or other devices.

(v) Where building sites limit planting, the placement of trees or shrubs in parkways or paved areas is encouraged.

(vi) Screening of outdoor service yards and other places which tend to be unsightly shall be accomplished by use of walls, fencing, planting, berms or combinations of these.

(vii) Landscaping should be designed to create definition between public and private spaces.

(viii) Where feasible, the landscape plan shall coordinate the selection of plant material to provide a succession of blooms, seasonal color, and a variety of textures.

(ix) The landscape plan shall provide a transition in landscaping design between adjacent sites, within a site, and from native vegetation areas in order to achieve greater continuity.

(x) The landscape plan shall use plantings to highlight significant site features and to define the function of the site, including parking, circulation, entries, and open spaces.

(xi) Where feasible, the landscape plan shall integrate natural approaches to storm water management, including featured low impact development techniques.

(b) Street Landscaping. Where the site plan includes streetscape plantings, the following guidelines apply:

(i) Sidewalks and pathways should be separated from the roadway by planting strips with street trees wherever possible.

(ii) Planting strips should generally be at least five feet in width. They should include evergreen shrubs no more than four feet in height and/or ground cover in accordance with the city of Marysville landscape standards (Chapter 22C.130 MMC) and the Marysville Administrative Landscaping Guidelines.

(iii) Street trees placed in tree grates may be more desirable than planting strips in key pedestrian areas.

(iv) Use of trees and other plantings with special qualities (e.g., spring flowers and/or good fall color) are strongly encouraged to unify development.

(c) Plaza/Pedestrian Area Landscaping within Shopping Centers and Mixed Use Site Plans.

(i) A range of landscape materials – trees, evergreen shrubs, ground covers, and seasonal flowers – shall be provided for color and visual interest.

(ii) Planters or large pots with small shrubs and seasonal flowers may be used to create protected areas within the plaza for sitting and people watching.

(iii) Creative use of plant materials, such as climbing vines or trellises, and use of sculpture groupings or similar treatments are encouraged.

(iv) All landscaping plans shall be submitted during site plan review for approval.

(d) Exterior lighting, when used, shall be part of the architectural concept. Lighting shall enhance the building design and adjoining landscaping. It should provide adequate lighting to ensure safety and security; enhance and encourage evening activities; and when warranted by the adjoining streetscape theme, provide a distinctive character to the area. In addition, the following shall be addressed:

(i) The site plan shall identify lighting equipment and standards. Uplighting on trees and provisions for seasonal lighting are encouraged.

(ii) Accent lighting on architectural and landscape features is encouraged to add interest and focal points.

(iii) Parking area lighting shall not exceed 25 feet in height and shall be shielded to minimize glare and spillage into the surrounding community.

(5) Building Scale Standards. All elements of building design should form an integrated development, harmonious in scale, line, and mass to ensure that buildings are based on human scale (i.e., the relationship of the size of the building's features to the people that use the building). Design elements should also ensure that large buildings reduce their apparent mass and bulk on elevations visible from streets or pedestrian routes through such methods as facade modulation and architectural detailing, roof treatment, colors, materials, and other special features.

(a) Integration. Large buildings should integrate features along their facades visible from the public right-of-way and pedestrian routes and entries to reduce the apparent building mass and achieve an architectural scale consistent with other nearby structures.

(b) Facade Modulation. Building facades visible from public streets and public spaces should be stepped back or projected forward at intervals to provide a minimum of 40 percent facade modulation. The minimum depth of modulation should be one foot, and the minimum width should be five feet.

(c) Articulation. Buildings should be articulated to reduce the apparent scale of buildings. Architectural details that are used to articulate the structure may include color, arrangement of facade elements, or change in building materials.

(i) Tripartite Articulation. Buildings should provide tripartite building articulation (building top, middle, and base) to provide pedestrian-scale and architectural interest.

(d) Window Treatments. Buildings should provide ample articulated window treatments in facades visible from streets and public spaces for architectural interest and human scale. Windows should be articulated with mullions, recesses, awnings, etc., as well as applying complementary articulation around doorways and balconies.

(e) Architectural Elements. The mass of long or large scale buildings can be made more visually interesting by incorporating architectural elements, such as arcades, balconies, by windows, dormers, and/or columns.

(f) Rooflines. A distinctive roofline can reduce perceived building height and mass, increase compatibility with smaller scale and/or residential development, and add interest to the overall design of the building.

(i) Rooflines with alternating dormers, stepped roofs, gables, or other roof elements to reinforce the modulation or articulation interval are encouraged.

(ii) Roofs that incorporate a variety of vertical dimensions such as multi-planed and intersecting rooflines are encouraged.

(iii) Flat-roofed designs should include architectural details such as cornices and decorative facings to provide interest to the roofline.

(g) When there is a change in the building plane, a change in the building materials, colors or patterns should also be considered.

(h) Landscaping. The landscape plan should provide a trellis, tree or other landscape feature within each interval.

(i) Upper Story Setback. Setting back upper stories helps to reduce the apparent bulk of a building and promotes human scale.

(j) Small-Scale Additions. In retail areas, small-scale additions to a structure can reduce the apparent bulk by articulating the overall form. Clustering smaller uses and activities around entrances on street-facing facades also allows for small retail or display spaces that are inviting and add activity to the streetscape.

(6) Building Details, Materials, and Colors.

(a) The building should provide visual interest, distinct design qualities, and promote compatibility and improvement within surrounding neighborhoods and community development through effective architectural detailing and the use of traditional building techniques and materials.

(b) Design Criteria.

(i) Building materials and building techniques should be of high durability and high quality. For commercial and residential uses, the use of brick is encouraged on walls or as accents on walls. Large areas of rough-cut wood, wide rough-cut lap siding, or large areas of T-111, plywood, or similar materials are prohibited. Vinyl siding is prohibited on the ground floor of commercial buildings.

(ii) Buildings should be enhanced with appropriate details. The following elements are examples of techniques used on buildings to provide detail:

(A) Ornate rooflines, including use of ornamental molding, entablature, frieze, or other roofline devices.

(B) Overhead weather protection along sidewalks.

(C) Detailed treatment of windows and doors, including use of decorative lintels, sills, glazing, door design, molding or framing details around all windows and doors located on facades facing or adjacent to public streets or parks. Window treatment should be sized as follows:

1. Windows should not have individual glass panes with dimensions greater than five feet by seven feet.

2. Windows should be surrounded by trim, molding and/or sill at least four inches wide. Commercial buildings with no trim or molding should have window frames at least two inches wide.

3. Individual window units should be separated from adjacent window units by at least six inches of the building's exterior finish material.

(7) Public or Private Open Space. Where feasible and appropriate, larger (over 10 acres) commercial and residential developments should incorporate open spaces into the site design to provide community gathering space and neighborhood meeting areas. These areas should provide outdoor spaces for relaxing, eating, socializing, and recreating. The following standards apply to these outdoor areas:

(a) Plazas and Gathering Places.

- (i) Areas should be sized between 5,000 and 10,000 square feet.
- (ii) Plazas and gathering places should be able to serve as a center for daily activities.
- (iii) Paving should be unit-pavers or concrete with special texture, pattern, and/or decorative features.
- (iv) Pedestrian amenities should be provided, including features such as seating, plants, drinking fountains, artwork, and such focal points as sculptures or water features.
- (v) Lighting fixtures should be approximately 10 to 15 feet above the surface. The overall lighting in the plaza should average at least two foot-candles.

(b) Open Spaces and Project Details. The listed literature resources in MMC 22C.010.260 (2)(a) provide smaller scale concepts for integrating public gathering places and open spaces into the project design.

(8) Site Design Utilizing Crime Prevention Through Environmental Design (CPTED) Principles. Development that is subject to this section shall incorporate the following CPTED strategies into building design and site layout:

(a) Access Control. Guidance of people coming and going from a building or site by placement of real and perceived barriers. Provision of natural access control limits access and increases natural surveillance to restrict criminal intrusion, especially into areas that are not readily observable.

(b) Surveillance. Placement of features, uses, activities, and people to maximize visibility. Provision of natural surveillance helps to create environments where there is plenty of opportunity for people engaged in their normal behavior to observe the space around them.

(c) Territoriality/Ownership. Delineation of private space from semi-public and public spaces that creates a sense of ownership. Techniques that reduce the perception of areas as "ownerless" and, therefore, available for undesirable uses.

Examples of ways in which a proposal can comply with CPTED principles are outlined in the "CPTED Guidelines for Project Design and Review," prepared by the city.

22C.020.250 Site and building design standards.

(1) Applicability.

(a) Prior to submitting a building permit application, all development to which these standards apply shall be required to submit a site plan addressing the standards in this section for administrative review and approval by the community development director.

(b) The site and building design standards of this section apply to institutional, commercial and multiple-family developments.

(c) The crime prevention through environmental design (CPTED) provisions of this section apply to all new commercial developments of over 12,000 square feet in building area and multifamily development of 10 or more units.

(2) Relationship of Building(s) to Site and Street Front.

(a) The site shall be planned to create an attractive street edge and accommodate pedestrian access. Examples of ways that a development meets the requirements of this provision are to:

- (i) Define the street edge with buildings, landscaping or other features.
- (ii) Provide for building entrances that are visible from the street.
- (iii) Provide for a sidewalk at least five feet wide if there is not space in the public

ROW.

(iv) Provide building entries that are accessed from the sidewalk: Preferably these access ways should be separated from the parking and drive aisles. If access traverses the parking lot, then it should be raised and clearly marked.

(v) Provide for businesses that require outdoor display oriented to the street, such as nurseries and auto sales, to have such display be raised and clearly marked.

(b) The development shall create a well-defined streetscape to allow for the safe movement of pedestrians. Whenever possible, building setbacks shall be minimized and parking and drive-through passageways shall be relegated to the side and rear of buildings.

(c) The development shall provide site development features that are visible and pedestrian-accessible from the street. These features could include plazas, open space areas, employee lunch and recreational areas, architectural focal points, and access lighting.

(3) Relationship of Building(s) and Site to Adjoining Area.

(a) Where adjacent buildings and neighborhoods are consistent with the comprehensive plan and desired community character, new buildings and structures should consider the visual continuity between the proposed and existing development with respect to building setbacks, placement of structures, location of pedestrian/vehicular facilities and spacing from adjoining buildings. Solar access of the subject and adjacent properties should be considered in building design and location.

(b) Harmony in texture, lines and masses is encouraged.

(c) Attractive landscape transition to adjoining properties shall be provided.

(d) Public and quasi-public buildings and structures shall be consistent with the established neighborhood character.

(4) Landscape and Site Treatment.

(a) Parking lot screening and interior landscaping shall be provided consistent with Chapter 22C.130 MMC. The following criteria shall guide review of plans and administration of the landscaping standards in the zoning code:

(i) The landscape plan shall demonstrate visual relief from large expanses of parking areas.

(ii) The landscape plan shall provide some physical separation between vehicular and pedestrian traffic.

(iii) The landscape plan shall provide decorative landscaping as a focal setting for signs, special site elements, and/or pedestrian areas.

(iv) In locations where plants will be susceptible to injury by pedestrian or motor traffic, they shall be protected by appropriate curbs, tree guards or other devices.

(v) Where building sites limit planting, the placement of trees or shrubs in parkways or paved areas is encouraged.

(vi) Screening of outdoor service yards and other places which tend to be unsightly shall be accomplished by use of walls, fencing, planting, berms or combinations of these.

(vii) Landscaping should be designed to create definition between public and private spaces.

(viii) Where feasible, the landscape plan shall coordinate the selection of plant material to provide a succession of blooms, seasonal color, and a variety of textures.

(ix) The landscape plan shall provide a transition in landscaping design between adjacent sites, within a site, and from native vegetation areas in order to achieve greater continuity.

(x) The landscape plan shall use plantings to highlight significant site features and to define the function of the site, including parking, circulation, entries, and open spaces.

(xi) Where feasible, the landscape plan shall integrate natural approaches to storm water management, including featured low impact development techniques.

(b) Street Landscaping. Where the site plan includes streetscape plantings, the following guidelines apply:

(i) Sidewalks and pathways should be separated from the roadway by planting strips with street trees wherever possible.

(ii) Planting strips should generally be at least five feet in width. They should include evergreen shrubs no more than four feet in height and/or ground cover in accordance with the city of Marysville landscape standards (Chapter 22C.120 MMC) and Marysville Administrative Landscaping Guidelines.

(iii) Street trees placed in tree grates may be more desirable than planting strips in key pedestrian areas.

(iv) Use of trees and other plantings with special qualities (e.g., spring flowers and/or good fall color) are strongly encouraged to unify development.

(c) Plaza/Pedestrian Area Landscaping within Shopping Centers and Mixed Use Site Plans.

(i) A range of landscape materials – trees, evergreen shrubs, ground covers, and seasonal flowers – shall be provided for color and visual interest.

(ii) Planters or large pots with small shrubs and seasonal flowers may be used to create protected areas within the plaza for sitting and people watching.

(iii) Creative use of plant materials, such as climbing vines or trellises, and use of sculpture groupings or similar treatments are encouraged.

(iv) All landscaping plans shall be submitted during site plan review for approval.

(d) Exterior lighting, when used, shall be part of the architectural concept. Lighting shall enhance the building design and adjoining landscaping. It should provide adequate lighting to ensure safety and security; enhance and encourage evening activities; and when warranted by the adjoining

streetscape theme, provide a distinctive character to the area. In addition, the following shall be addressed:

- (i) The site plan shall identify lighting equipment and standards. Uplighting on trees and provisions for seasonal lighting are encouraged.
- (ii) Accent lighting on architectural and landscape features is encouraged to add interest and focal points.
- (iii) Parking area lighting shall not exceed 25 feet in height and shall be shielded to minimize glare and spillage into the surrounding community.

(5) **Building Scale Standards.** All elements of building design should form an integrated development, harmonious in scale, line, and mass to ensure that buildings are based on human scale (i.e., the relationship of the size of the building's features to the people that use the building). Design elements should also ensure that large buildings reduce their apparent mass and bulk on elevations visible from streets or pedestrian routes through such methods as facade modulation and architectural detailing, roof treatment, colors, materials, and other special features.

(a) **Integration.** Large buildings should integrate features along their facades visible from the public right-of-way and pedestrian routes and entries to reduce the apparent building mass and achieve an architectural scale consistent with other nearby structures.

(b) **Facade Modulation.** Building facades visible from public streets and public spaces should be stepped back or projected forward at intervals to provide a minimum of 40 percent facade modulation. The minimum depth of modulation should be one foot, and the minimum width should be five feet.

(c) **Articulation.** Buildings should be articulated to reduce the apparent scale of buildings. Architectural details that are used to articulate the structure may include color, arrangement of facade elements, or change in building materials.

(i) **Tripartite Articulation.** Buildings should provide tripartite building articulation (building top, middle, and base) to provide pedestrian-scale and architectural interest.

(d) **Window Treatments.** Buildings should provide ample articulated window treatments in facades visible from streets and public spaces for architectural interest and human scale. Windows should be articulated with mullions, recesses, awnings, etc., as well as applying complementary articulation around doorways and balconies.

(e) **Architectural Elements.** The mass of long or large scale buildings can be made more visually interesting by incorporating architectural elements, such as arcades, balconies, by windows, dormers, and/or columns.

(f) **Rooflines.** A distinctive roofline can reduce perceived building height and mass, increase compatibility with smaller scale and/or residential development, and add interest to the overall design of the building.

(i) Rooflines with alternating dormers, stepped roofs, gables, or other roof elements to reinforce the modulation or articulation interval are encouraged.

(ii) Roofs that incorporate a variety of vertical dimensions such as multi-planed and intersecting rooflines are encouraged.

(iii) Flat-roofed designs should include architectural details such as cornices and decorative facings to provide interest to the roofline.

(g) When there is a change in the building plane, a change in the building materials, colors or patterns should also be considered.

(h) **Landscaping.** The landscape plan should provide a trellis, tree or other landscape feature within each interval.

(i) **Upper Story Setback.** Setting back upper stories helps to reduce the apparent bulk of a building and promotes human scale.

(j) **Small-Scale Additions.** In retail areas, small-scale additions to a structure can reduce the apparent bulk by articulating the overall form. Clustering smaller uses and activities around entrances on street-facing facades also allows for small retail or display spaces that are inviting and add activity to the streetscape.

(6) **Building Details, Materials, and Colors.**

(a) The building should provide visual interest, distinct design qualities, and promote compatibility and improvement within surrounding neighborhoods and community development through effective architectural detailing and the use of traditional building techniques and materials.

(b) **Design Criteria.**

(i) Building materials and building techniques should be of high durability and high quality. For commercial and residential uses, the use of brick is encouraged on walls or as

accents on walls. Large areas of rough-cut wood, wide rough-cut lap siding, or large areas of T-111, plywood, or similar materials are prohibited. Vinyl siding is prohibited on the ground floor of commercial buildings.

(ii) Buildings should be enhanced with appropriate details. The following elements are examples of techniques used on buildings to provide detail:

(A) Ornate rooflines, including use of ornamental molding, entablature, frieze, or other roofline devices.

(B) Overhead weather protection along sidewalks.

(C) Detailed treatment of windows and doors, including use of decorative lintels, sills, glazing, door design, molding or framing details around all windows and doors located on facades facing or adjacent to public streets or parks. Window treatment should be sized as follows:

1. Windows should not have individual glass panes with dimensions greater than five feet by seven feet.

2. Windows should be surrounded by trim, molding and/or sill at least four inches wide. Commercial buildings with no trim or molding should have window frames at least two inches wide.

3. Individual window units should be separated from adjacent window units by at least six inches of the building's exterior finish material.

(7) Public or Private Open Space. Where feasible and appropriate, larger (over 10 acres) commercial and residential developments should incorporate open spaces into the site design to provide community gathering space and neighborhood meeting areas. These areas should provide outdoor spaces for relaxing, eating, socializing, and recreating. The following standards apply to these outdoor areas:

(a) Plazas and Gathering Places.

(i) Areas should be sized between 5,000 and 10,000 square feet.

(ii) Plazas and gathering places should be able to serve as a center for daily activities.

(iii) Paving should be unit-pavers or concrete with special texture, pattern, and/or decorative features.

(iv) Pedestrian amenities should be provided, including features such as seating, plants, drinking fountains, artwork, and such focal points as sculptures or water features.

(v) Lighting fixtures should be approximately 10 to 15 feet above the surface. The overall lighting in the plaza should average at least two foot-candles.

(b) Open Spaces and Project Details. The listed literature resources in MMC 22C.020.240(2)(a) provide smaller scale concepts for integrating public gathering places and open spaces into the project design.

(8) Site Design Utilizing Crime Prevention Through Environmental Design (CPTED) Principles. Development that is subject to this section shall incorporate the following CPTED strategies into building design and site layout:

(a) Access Control. Guidance of people coming and going from a building or site by placement of real and perceived barriers. Provision of natural access control limits access and increases natural surveillance to restrict criminal intrusion, especially into areas that are not readily observable.

(b) Surveillance. Placement of features, uses, activities, and people to maximize visibility. Provision of natural surveillance helps to create environments where there is plenty of opportunity for people engaged in their normal behavior to observe the space around them.

(c) Territoriality/Ownership. Delineation of private space from semi-public and public spaces that creates a sense of ownership. Techniques that reduce the perception of areas as "ownerless" and, therefore, available for undesirable uses.

Examples of ways in which a proposal can comply with CPTED principles are outlined in the "CPTED Guidelines for Project Design and Review," prepared by the city.

PROPOSED CHANGE TO LOT REQUIREMENTS SECTION IN SUBDIVISION CODE.

22G.090.670 Lot requirements.

(1) Lot arrangement shall be related to the natural features of the site and provide a suitable building site and driveway access from existing or proposed streets. Provision of adequate solar access should be considered during lot design.

- (2) Double-frontage lots shall be avoided whenever possible.
- (3) Lots shall not, in general, access off of arterials. Where driveway access from a street may be necessary for several adjoining lots, the city may require that such lots be served by combined access points and driveways designed or arranged so as to avoid requiring vehicles to back into traffic.
- (4) Residential lots must have a front yard setback orientation toward the public street or easement access.
- (5) Interior lot lines should be composed of straight lines.
- (6) Residential lots shall maintain the minimum setback requirements as specified by the city's zoning ordinance, unless shown otherwise on the final plat or short plat, as a building site. In no case shall the city staff or the hearing examiner grant a deviation from the setback requirement on an exterior lot line on abutting property under separate ownership without following the procedure of MMC 22G.090.820.
- (7) Residential lots shall maintain a minimum lot width as required by the city's zoning ordinance.
- (8) Panhandle-shaped lots shall only be permitted in a residential subdivision or short subdivision if the following are met:
 - (a) The minimum width of the minor access portion shall be 20 feet;
 - (b) The computations for complying with the zoning code minimum lot size shall not include the minor portion of a panhandle-shaped lot;
 - (c) No panhandle-shaped lot shall be permitted in short subdivisions where the ownership is common with a contiguous property;
 - (d) Side-by-side panhandles in subdivisions are not permitted;
 - (e) No panhandle-shaped lot will be permitted if there is a potential for additional development, unless adequate area is left for the future development potential; and
 - (f) All panhandle access drives shall comply with easement access standards, including type of units allowed and improvements required.



MARYSVILLE PLANNING COMMISSION

May 24, 2011

7:00 p.m.

City Hall

CALL TO ORDER

Chair Leifer called the May 24, 2011 meeting to order at 7:08 p.m. noting the excused absences of Rob Toyer, and Jerry Andes.

Chairman: Steve Leifer

Commissioners: Matthew Chapman, Deirdre Kvangnes, Eric Emery, Marvetta Toler

Staff: CAO/Community Development Director Gloria Hirashima, Associate Planner Angela Gemmer, Recording Secretary Amy Hess

Absent: Rob Toyer, Jerry Andes

APPROVAL OF MINUTES:

May 10, 2011

Motion made by Commissioner Emery, seconded by Commissioner Chapman to approve the May 10, 2011 meeting minutes as presented. Motion carries, (5-0).

PUBLIC COMMENT:

Chair Leifer solicited any comment from the audience other than what is on the agenda. Seeing none, he closed this portion of the meeting and proceeded on with the Public Hearing.

NEW BUSINESS:

Qwuloolt Project Update

Kurt Nelson introduced the representatives from the Army Corp of Engineers; Project Manager Josh Fitzpatrick and Hydraulic Engineer Zack Corum. CAO Hirashima explained some of the history behind the Qwuloolt Project and the anticipated timeline for project construction. She noted that the most critical issue for the city at this point is flooding and any increased risk of flooding associated with the project.

Mr. Nelson began his presentation of the Qwuloolt Project including background, project boundaries, proposed design and construction, project concerns, levee breach, and other details of the project. He explained how the flooding concerns would be addressed.

Chair Leifer questioned the design and construction responsibilities and who would be responsible for the construction of the trail system. Mr. Nelson responded that at this time, the trail was not incorporated with this project and that it would be left up to the city. He noted that access would be maintained through easements. CAO Hirashima added that the city was looking at hiring a consultant to develop a design standard for the trail loop project. The size of breaches as well as location of levees has changed dramatically as the project has progressed, and thus, so has the trail design, stated CAO Hirashima. CAO Hirashima also mentioned other opportunities that might be available to the city, which included work done with Sound Transit. Chair Leifer questioned Mr. Nelson's opinion if the terrain would allow for a trail to get from one section of the project to another. Mr. Nelson responded that there was potential to construct the trail along the top of the levee.

Commissioner Kvangnes questioned why the NRSC would prohibit the recreational use. Mr. Nelson responded that the funding came from the "Wetland Preserve" program and they had experienced construction of counter-productive elements in other situations. She added that the trail was extremely important to the commissioners and the connectivity was also very important. Mr. Nelson replied that he is very interested in providing access for people to enjoy this area. He felt that after the project was complete, there would be opportunities for different types of access including canoes and kayaks.

Commissioner Emery added that he felt the help of a design consultant would be very beneficial, adding that allowing the area to function in a natural manner would add to the natural beauty of the area.

Mr. Fitzpatrick discussed the zero rise analysis that had been performed on the property. The study showed that there was potential for a slight increase in one area of the project site, but that the effects would be very nominal. There were further meetings in the works to address this. He added that there would be about 1/10 of a foot change in one area of the project, but he did not feel that it would be a major hurdle. There were actually some areas that would experience less flooding due to the construction of the dikes. There was further discussion regarding ground water levels in the industrial park as well as the effect that tidal fluctuations will have on these areas.

CAO Hirashima gave a timeline for the project, as far as the shoreline permits, and noted that there should be some construction visible soon.

Solar Energy Code

Ms. Gemmer overviewed some of the research that had been conducted to develop the proposed code standards. Proposed requirements were discussed as well. She solicited questions from the commission.

Commissioner Chapman questioned the minimum height requirement. Ms. Gemmer explained that the requirement was intended to keep heights at a minimum for heights allowable for each zone and to allow for an extension beyond the roof line for construction of the system.

Chair Leifer commented on Item 6 related to screening. He was concerned that the 6 foot fence could be prohibitive of collecting the sunlight. There were technologies that were in the works other than the flat panels that are placed on a roof that most people are accustomed too. Ms. Gemmer suggested adding language to allow a variance if the requirement would be prohibitive of a functional system.

Commissioner Emery felt that the standards should be developed to existing technology, and as the technology develops, changing the standards later down the line. A variance should be allowed for these new technologies and then the standards can be changed once the new technology becomes "the norm". Chair Leifer replied that he felt that the least amount of interface the public has to have with government the better. Commissioner Emery noted that his concern was about reflection of light becoming a nuisance to surrounding property owners. Chair Leifer noted that there were provisions in the proposed code to deal with reflection.

Commissioner Chapman suggested that Item 3 be added to in order to address the potential reflection. There was further discussion regarding implementing or not implementing a standard based on a potential problem.

Motion made by Commissioner Emery to accept the proposed code as written, seconded by Commissioner Toler. Motion carries, (3-2) with Commissioner Chapman and Chair Leifer voting nay.

CAO Hirashima noted that this would have to go to public hearing and there would be opportunity for further discussion. Ms. Gemmer noted that she would do further research on the available technology and bring it back to the commission. A hearing would be set for late in June.

ADJOURNMENT:

Motion made by Commissioner Kvangnes, seconded by Commissioner Chapman to adjourn the meeting at 8:42 p.m. Motion carries, (5-0).

NEXT MEETING:

June 14, 2011



Amy Hess, Recording Secretary



MARYSVILLE PLANNING COMMISSION

June 28, 2011

7:00 p.m.

City Hall

CALL TO ORDER

Chair Leifer called the June 28, 2011 meeting to order at 7:13 p.m. noting the excused absence of Deirdre Kvangnes.

Chairman: Steve Leifer

Commissioners: Matthew Chapman, Eric Emery, Marvetta Toler, Jerry Andes, Rob Toyer

Staff: Associate Planner Angela Gemmer, Recording Secretary Amy Hess

Absent: Deirdre Kvangnes

APPROVAL OF MINUTES:

May 24, 2011

Commissioner Andes commented on CAO Hirashima's comment regarding hiring a consultant for the proposed trail on top of the dike for the Qwuloolt Trail Project. He didn't feel that a consultant was necessary, that City Staff would be capable of this task. **Motion** made by Commissioner Emery, seconded by Commissioner Chapman to approve the May 24, 2011 meeting minutes as amended. Motion carries, (5-0), with Commissioner Andes abstaining as he was not present at the meeting.

PUBLIC COMMENT:

Chair Leifer solicited any comment from the audience other than what is on the agenda. Seeing none, he closed this portion of the meeting and proceeded on with the Public Hearing.

PUBLIC HEARING:

Solar Energy Systems:

Ms. Gemmer responded to the height requirement concern raised by Commissioner Chapman at the previous meeting as well as noting a minor amendment to the screening requirement for ground mounted solar energy system.

Chair Leifer summarized what had been presented at the previous meeting. He noted that the 2 alternatives presented tonight seemed reasonable. Commissioner Emery stated that he was happy with Alternative 2. **Motion** made by Commissioner Emery to approve Alternative 2 as presented and forward on to City Council, seconded by Commissioner Toler. Motion carries, (6-0). Chair Leifer then closed the public hearing at 7:19 p.m.

NEW BUSINESS:

Ms. Gemmer discussed some issues that might be brought to the Commission in the near future. Chair Leifer noted that he wanted to point out that he felt the fee mitigation issue was still a very important issue and should be acted on as soon as possible.

Commissioner Toler mentioned that the Healthy Community signs were not placed to allow for safe travel across roads to parks and seemed to contradict the idea of a healthy community and didn't reflect what they are designed for. Commissioner Emery noted that there were no crosswalks to allow for access to Jennings Park. **Motion** made by Commissioner Toler requesting Public Works prioritize a crosswalk at 53rd Drive NE and 64th Street NE to allow for safer crossing Jennings Park, seconded by Commissioner Emery. Motion carries, (6-0). Chair Leifer noted that the Commission stands open to advice from staff on how to address this issue.

Commissioner Andes questioned if this new solar code included all types of alternative energies including geothermal and wind. Ms. Gemmer responded that staff was looking just at the solar code at this point. She added that the fire code and electrical code were to be amended shortly and this was an effort to align the codes. Chair Leifer felt that the different way that especially geothermal power was addressed should be looked at sooner than later.

ADJOURNMENT:

Motion made by Commissioner Emery, seconded by Commissioner Toler to adjourn the meeting at 7:40 p.m. Motion carries, (6-0).

NEXT MEETING:

July 12, 2011



Amy Hess, Recording Secretary



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

PC Recommendation – Proposed Solar Energy System Code

The Planning Commission (PC) of the City of Marysville, having held a public hearing on June 28, 2011, in review of a NON-PROJECT action amendment of the Marysville Municipal Code, proposing adoption of Chapter 22C.270, *Solar Energy Systems*, which sets forth design, setback, and other standards for the installation of commercial and residential solar energy systems, and requires solar access to be considered in site and subdivision design. Having considered the exhibits and testimony presented, PC does hereby enter the following findings, conclusions and recommendation for consideration by the Marysville City Council:

FINDINGS:

1. The Community Development Department held a public meeting to introduce the NON-PROJECT action Chapter 22C.270, *Solar Energy Systems* and associated standards to the community on May 24, 2011.
2. The proposal was submitted to the State of Washington Department of Commerce for 60-day review on May 31, 2011, in accordance with RCW 36.70A.106.
3. The PC held public work a session to review the NON-PROJECT action amendments proposing adoption of the NON-PROJECT action *Solar Energy Systems* and associated standards, as described above, on May 24, 2011.
5. The PC held a duly-advertised public hearing on June 28, 2011 and received testimony from city staff and the public.
6. At the public hearing, the PC reviewed and considered Chapter 22C.270, *Solar Energy Systems* and associated standards.

CONCLUSION:

At the public hearing, held on May 10, 2011, the PC recommended **APPROVING** Chapter 22C.270, *Solar Energy Systems* and associated standards alternative 2, as the preferred alternative, as reflected in the PC Minutes, attached hereto as **EXHIBIT A**.

RECOMMENDATION:

Forwarded to City Council as a Recommendation of **APPROVAL** of the NON-PROJECT action amendment to the Marysville Comprehensive Plan, proposing adoption of Chapter 22C.270, *Solar Energy Systems* and associated standards, this **28th day of June, 2011**.

By: _____

Stephen Leifer, Planning Commission Chair

CITY OF MARYSVILLE
Marysville, Washington
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, AMENDING THE CITY'S DEVELOPMENT REGULATIONS BY ADOPTING CHAPTER 22C.270, SOLAR ENERGY SYSTEMS; AMENDING MMC 22A.020.020, A DEFINITIONS, AND MMC 22A.020.200, S DEFINITIONS OF MMC CHAPTER 22A.020, DEFINITIONS; AMENDING SECTION 22C.010.290 OF MMC CHAPTER 22.C.010, RESIDENTIAL ZONES; AMENDING 22C.020.250 OF MMC CHAPTER 22C.020, COMMERCIAL, INDUSTRIAL, RECREATION AND PUBLIC INSTITUTIONAL ZONES; AMENDING SECTION 22G.090.670 OF MMC CHAPTER 22G.090, SUBDIVISIONS AND SHORT SUBDIVISIONS; AND AMENDING MMC 22A.010.160 OF MMC CHAPTER 22A.010, GENERAL ADMINISTRATION, RELATED TO TRACKING AMENDMENTS TO THE CITY'S UNIFORM DEVELOPMENT CODE.

WHEREAS, the State Growth Management Act, RCW Chapter 36.70A mandates that cities periodically review and amend development regulations which include but are not limited to zoning ordinances and official controls; and

WHEREAS, RCW 36.70A.106 requires the processing of amendments to the City's development regulations in the same manner as the original adoption of the City's comprehensive plan and development regulations; and

WHEREAS, the State Growth Management Act requires notice and broad public participation when adopting or amending the City's comprehensive plan and development regulations; and

WHEREAS, the City, in reviewing and amending its development regulations has complied with the notice, public participation and processing requirements established by the Growth Management Act, as more fully described below; and

WHEREAS, the City Council of the City of Marysville finds that from time to time it is necessary and appropriate to review and revise provisions of the City's development code (MMC Title 22); and

WHEREAS, the Planning Commission discussed the above-referenced amendment during a public meeting held on May 24, 2011; and

WHEREAS, after providing notice to the public as required by law, on June 28, 2011, the Marysville Planning Commission held a Public Hearing on proposed changes to the City's development regulations; and

WHEREAS, at a public meeting on September 12, 2011, the Marysville City Council reviewed and considered the development regulation revisions proposed by the Marysville Planning Commission; and

WHEREAS, the City of Marysville has submitted the proposed development regulation revisions to the Washington State Department of Commerce on May 31, 2011, as required by RCW 36.70A.106; and

WHEREAS, the City has complied with the requirements of the State Environmental Policy Act, Ch.43.21C RCW, (SEPA) by adopting a determination of non-significance for the proposed revisions to the City's development regulations;

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

Section 1. Approval of Planning Commission's Recommendation and Adoption of Findings and Conclusions. The Planning Commission's June 28, 2011 Recommendation regarding the proposed development regulation revisions, including the Findings and Conclusions contained therein, as set forth in the attached **Exhibit A**, is hereby adopted and incorporated herein by this reference.

Section 2. Required Findings. In accordance with MMC 22G.010.500, the following findings are made regarding the development regulation amendments subject of this ordinance:

- (1) The amendments are consistent with the purposes of the comprehensive plan;
- (2) The amendments are consistent with the purpose of Title 19 MMC;
- (3) There have been significant changes in the circumstances to warrant a change;
- (4) The benefit or cost to the public health, safety and welfare is sufficient to warrant the action.

Section 3. MMC Title 22C, Land Use Standards, is hereby amended by adopting MMC Chapter 22C.270 to read as follows:

Chapter 22C.270 SOLAR ENERGY SYSTEMS

Sections:

22C.270.010 Purpose

22C.270.020 Development Standards

22C.270.010 Purpose

This chapter provides standards so that clean energy sources can be encouraged while ensuring compatibility of the energy system with the principal use of the property and minimizing adverse impacts on surrounding properties.

22C.270.020 Development Standards

Solar panels or arrays are permitted as an accessory use to commercial and residential uses subject to the following conditions:

- (1) The solar panel or array must not be located within a required setback, or on a structure within a required setback;
- (2) Solar panels or arrays may extend above the base height for the zone, provided that they are mounted at the minimum height necessary to generate usable energy;
- (3) The solar panel or array shall not cause excessive glare or reflections so as to constitute a hazard to pedestrians and/or vehicular traffic;
- (4) Any installation of a solar panel or array shall comply with any and all applicable provisions of the International Building Code, International Residential Code, International Fire Code, and the National Electric Code;
- (5) The solar panel, array, and/or accessory components located on the ground shall be located in the side or rear yards in residential zones, and screened with a minimum six foot tall, sight-obscuring fence in both residential and commercial zones. The community

development director may waive or modify the screening requirement under the following circumstances:

- a) The screening will render the solar system ineffective and there are no suitable alternative locations on-site to locate the solar system where screening is feasible; or
 - b) Where abutting uses will not be adversely affected by an unscreened solar system due to existing physical improvements, physiographic features, landscaping and/or other factors.
- (6) No interconnected solar energy system shall be installed unless evidence has been submitted to the City that the utility company has been informed of the customer's intent to install an interconnected customer-owned, solar energy system. Off-grid systems shall be exempt from this requirement.

Section 4. MMC 22A.020.020, "A" definitions, of MMC Chapter 22A.020, *Definitions*, is hereby amended by adding the following definition to read as follows:

22A.020.020 "A" Definitions

"Alternative energy system" means equipment used to generate thermal and/or electrical energy from non-utility sources. Alternative energy systems may include, but are not limited to, solar, wind, geothermal, etc. (See also solar energy system).

Section 5. MMC 22A.020.200, "S" definitions, of MMC Chapter 22A.020, *Definitions*, is hereby amended by adding the following definitions to read as follows:

22A.020.200 "S" Definitions

"Solar array" means multiple solar panels.

"Solar energy system" means equipment that converts and then transfers or stores solar energy into usable forms of thermal and/or electrical energy.

"Solar panel" means a large, thin panel consisting of an array of solar cells used to convert solar energy into usable forms of thermal and/or electrical energy.

Section 6. Section 22C.010.290 of MMC Chapter 22C.010 is hereby amended to read as follows:

22C.010.290 Site and building design standards.

(1) Applicability.

(a) Prior to submitting a building permit application, all development to which these standards apply shall be required to submit a site plan addressing the standards in this section for administrative review and approval by the community development director.

(b) The site and building design standards of this section apply to institutional, commercial and multiple-family developments, whereas only subsections (2) and (3) of this section apply to single-family and condominium developments.

(c) The crime prevention through environmental design (CPTED) provisions of this section apply to all new commercial developments of over 12,000 square feet in building area, multifamily development of 10 or more units, and planned residential developments.

(2) Relationship of Building(s) to Site and Street Front.

(a) The site shall be planned to create an attractive street edge and accommodate pedestrian access. Examples of ways that a development meets the requirements of this provision are to:

- (i) Define the street edge with buildings, landscaping or other features.
- (ii) Provide for building entrances that are visible from the street.
- (iii) Provide for a sidewalk at least five feet wide if there is not space in the public ROW.

(iv) Provide building entries that are accessed from the sidewalk: Preferably these access ways should be separated from the parking and drive aisles. If access traverses the parking lot, then it should be raised and clearly marked.

(v) Provide for businesses that require outdoor display oriented to the street, such as nurseries and auto sales, to have such display be raised and clearly marked.

(b) The development shall create a well-defined streetscape to allow for the safe movement of pedestrians. Whenever possible, building setbacks shall be minimized and parking and drive-through passageways shall be relegated to the side and rear of buildings.

(c) The development shall provide site development features that are visible and pedestrian-accessible from the street. These features could include plazas, open space areas, employee lunch and recreational areas, architectural focal points, and access lighting.

(3) Relationship of Building(s) and Site to Adjoining Area.

(a) Where adjacent buildings and neighborhoods are consistent with the comprehensive plan and desired community character, new buildings and structures should consider the visual continuity between the proposed and existing development with respect to building setbacks, placement of structures, location of pedestrian/vehicular facilities and spacing from adjoining buildings. Solar access of the subject and adjacent properties should be considered in building design and location.

(b) Harmony in texture, lines and masses is encouraged.

(c) Attractive landscape transition to adjoining properties shall be provided.

(d) Public and quasi-public buildings and structures shall be consistent with the established neighborhood character.

(4) Landscape and Site Treatment.

(a) Parking lot screening and interior landscaping shall be provided consistent with Chapter 22C.130 MMC. The following criteria shall guide review of plans and administration of the landscaping standards in the zoning code:

(i) The landscape plan shall demonstrate visual relief from large expanses of parking areas.

(ii) The landscape plan shall provide some physical separation between vehicular and pedestrian traffic.

(iii) The landscape plan shall provide decorative landscaping as a focal setting for signs, special site elements, and/or pedestrian areas.

(iv) In locations where plants will be susceptible to injury by pedestrian or motor traffic, they shall be protected by appropriate curbs, tree guards or other devices.

(v) Where building sites limit planting, the placement of trees or shrubs in parkways or paved areas is encouraged.

(vi) Screening of outdoor service yards and other places which tend to be unsightly shall be accomplished by use of walls, fencing, planting, berms or combinations of these.

(vii) Landscaping should be designed to create definition between public and private spaces.

(viii) Where feasible, the landscape plan shall coordinate the selection of plant material to provide a succession of blooms, seasonal color, and a variety of textures.

(ix) The landscape plan shall provide a transition in landscaping design between adjacent sites, within a site, and from native vegetation areas in order to achieve greater continuity.

(x) The landscape plan shall use plantings to highlight significant site features and to define the function of the site, including parking, circulation, entries, and open spaces.

(xi) Where feasible, the landscape plan shall integrate natural approaches to storm water management, including featured low impact development techniques.

(b) Street Landscaping. Where the site plan includes streetscape plantings, the following guidelines apply:

(i) Sidewalks and pathways should be separated from the roadway by planting strips with street trees wherever possible.

(ii) Planting strips should generally be at least five feet in width. They should include evergreen shrubs no more than four feet in height and/or ground cover in accordance with the city of Marysville landscape standards (Chapter 22C.130 MMC) and the Marysville Administrative Landscaping Guidelines.

(iii) Street trees placed in tree grates may be more desirable than planting strips in key pedestrian areas.

(iv) Use of trees and other plantings with special qualities (e.g., spring flowers and/or good fall color) are strongly encouraged to unify development.

(c) Plaza/Pedestrian Area Landscaping within Shopping Centers and Mixed Use Site Plans.

(i) A range of landscape materials – trees, evergreen shrubs, ground covers, and seasonal flowers – shall be provided for color and visual interest.

(ii) Planters or large pots with small shrubs and seasonal flowers may be used to create protected areas within the plaza for sitting and people watching.

(iii) Creative use of plant materials, such as climbing vines or trellises, and use of sculpture groupings or similar treatments are encouraged.

(iv) All landscaping plans shall be submitted during site plan review for approval.

(d) Exterior lighting, when used, shall be part of the architectural concept. Lighting shall enhance the building design and adjoining landscaping. It should provide adequate lighting to ensure safety and security; enhance and encourage evening activities; and when warranted by the adjoining streetscape theme, provide a distinctive character to the area. In addition, the following shall be addressed:

(i) The site plan shall identify lighting equipment and standards. Uplighting on trees and provisions for seasonal lighting are encouraged.

(ii) Accent lighting on architectural and landscape features is encouraged to add interest and focal points.

(iii) Parking area lighting shall not exceed 25 feet in height and shall be shielded to minimize glare and spillage into the surrounding community.

(5) Building Scale Standards. All elements of building design should form an integrated development, harmonious in scale, line, and mass to ensure that buildings are based on human scale (i.e., the relationship of the size of the building's features to the people that use the building). Design elements should also ensure that large buildings reduce their apparent mass and bulk on elevations visible from streets or pedestrian routes through such methods as facade modulation and architectural detailing, roof treatment, colors, materials, and other special features.

(a) Integration. Large buildings should integrate features along their facades visible from the public right-of-way and pedestrian routes and entries to reduce the apparent building mass and achieve an architectural scale consistent with other nearby structures.

(b) Facade Modulation. Building facades visible from public streets and public spaces should be stepped back or projected forward at intervals to provide a minimum of 40 percent facade modulation. The minimum depth of modulation should be one foot, and the minimum width should be five feet.

(c) Articulation. Buildings should be articulated to reduce the apparent scale of buildings. Architectural details that are used to articulate the structure may include color, arrangement of facade elements, or change in building materials.

(i) Tripartite Articulation. Buildings should provide tripartite building articulation (building top, middle, and base) to provide pedestrian-scale and architectural interest.

(d) Window Treatments. Buildings should provide ample articulated window treatments in facades visible from streets and public spaces for architectural interest and human scale. Windows should be articulated with mullions, recesses, awnings, etc., as well as applying complementary articulation around doorways and balconies.

(e) Architectural Elements. The mass of long or large scale buildings can be made more visually interesting by incorporating architectural elements, such as arcades, balconies, by windows, dormers, and/or columns.

(f) Rooflines. A distinctive roofline can reduce perceived building height and mass, increase compatibility with smaller scale and/or residential development, and add interest to the overall design of the building.

(i) Rooflines with alternating dormers, stepped roofs, gables, or other roof elements to reinforce the modulation or articulation interval are encouraged.

(ii) Roofs that incorporate a variety of vertical dimensions such as multi-planed and intersecting rooflines are encouraged.

(iii) Flat-roofed designs should include architectural details such as cornices and decorative facings to provide interest to the roofline.

(g) When there is a change in the building plane, a change in the building materials, colors or patterns should also be considered.

(h) Landscaping. The landscape plan should provide a trellis, tree or other landscape feature within each interval.

(i) Upper Story Setback. Setting back upper stories helps to reduce the apparent bulk of a building and promotes human scale.

(j) Small-Scale Additions. In retail areas, small-scale additions to a structure can reduce the apparent bulk by articulating the overall form. Clustering smaller uses and activities around entrances on street-facing facades also allows for small retail or display spaces that are inviting and add activity to the streetscape.

(6) Building Details, Materials, and Colors.

(a) The building should provide visual interest, distinct design qualities, and promote compatibility and improvement within surrounding neighborhoods and community development through effective architectural detailing and the use of traditional building techniques and materials.

(b) Design Criteria.

(i) Building materials and building techniques should be of high durability and high quality. For commercial and residential uses, the use of brick is encouraged on walls or as accents on walls. Large areas of rough-cut wood, wide rough-cut lap siding, or large areas of T-111, plywood, or similar materials are prohibited. Vinyl siding is prohibited on the ground floor of commercial buildings.

(ii) Buildings should be enhanced with appropriate details. The following elements are examples of techniques used on buildings to provide detail:

(A) Ornate rooflines, including use of ornamental molding, entablature, frieze, or other roofline devices.

(B) Overhead weather protection along sidewalks.

(C) Detailed treatment of windows and doors, including use of decorative lintels, sills, glazing, door design, molding or framing details around all windows and doors located on facades facing or adjacent to public streets or parks. Window treatment should be sized as follows:

1. Windows should not have individual glass panes with dimensions greater than five feet by seven feet.

2. Windows should be surrounded by trim, molding and/or sill at least four inches wide. Commercial buildings with no trim or molding should have window frames at least two inches wide.

3. Individual window units should be separated from adjacent window units by at least six inches of the building's exterior finish material.

(7) Public or Private Open Space. Where feasible and appropriate, larger (over 10 acres) commercial and residential developments should incorporate open spaces into the site design to provide community gathering space and neighborhood meeting areas. These areas should provide outdoor spaces for relaxing, eating, socializing, and recreating. The following standards apply to these outdoor areas:

(a) Plazas and Gathering Places.

(i) Areas should be sized between 5,000 and 10,000 square feet.

(ii) Plazas and gathering places should be able to serve as a center for daily activities.

(iii) Paving should be unit-pavers or concrete with special texture, pattern, and/or decorative features.

(iv) Pedestrian amenities should be provided, including features such as seating, plants, drinking fountains, artwork, and such focal points as sculptures or water features.

(v) Lighting fixtures should be approximately 10 to 15 feet above the surface. The overall lighting in the plaza should average at least two foot-candles.

(b) Open Spaces and Project Details. The listed literature resources in MMC 22C.010.260 (2)(a) provide smaller scale concepts for integrating public gathering places and open spaces into the project design.

(8) Site Design Utilizing Crime Prevention Through Environmental Design (CPTED) Principles. Development that is subject to this section shall incorporate the following CPTED strategies into building design and site layout:

(a) Access Control. Guidance of people coming and going from a building or site by placement of real and perceived barriers. Provision of natural access control limits access and increases natural surveillance to restrict criminal intrusion, especially into areas that are not readily observable.

(b) Surveillance. Placement of features, uses, activities, and people to maximize visibility. Provision of natural surveillance helps to create environments where there is plenty of opportunity for people engaged in their normal behavior to observe the space around them.

(c) Territoriality/Ownership. Delineation of private space from semi-public and public spaces that creates a sense of ownership. Techniques that reduce the perception of areas as "ownerless" and, therefore, available for undesirable uses.

Examples of ways in which a proposal can comply with CPTED principles are outlined in the "CPTED Guidelines for Project Design and Review," prepared by the city.

Section 7. Section 22C.020.250 of MMC Chapter 22C.020 is hereby amended to read as follows:

22C.020.250 Site and building design standards.

(1) Applicability.

(a) Prior to submitting a building permit application, all development to which these standards apply shall be required to submit a site plan addressing the standards in this section for administrative review and approval by the community development director.

(b) The site and building design standards of this section apply to institutional, commercial and multiple-family developments.

(c) The crime prevention through environmental design (CPTED) provisions of this section apply to all new commercial developments of over 12,000 square feet in building area and multifamily development of 10 or more units.

(2) Relationship of Building(s) to Site and Street Front.

(a) The site shall be planned to create an attractive street edge and accommodate pedestrian access. Examples of ways that a development meets the requirements of this provision are to:

(i) Define the street edge with buildings, landscaping or other features.

(ii) Provide for building entrances that are visible from the street.

(iii) Provide for a sidewalk at least five feet wide if there is not space in the public ROW.

(iv) Provide building entries that are accessed from the sidewalk: Preferably these access ways should be separated from the parking and drive aisles. If access traverses the parking lot, then it should be raised and clearly marked.

(v) Provide for businesses that require outdoor display oriented to the street, such as nurseries and auto sales, to have such display be raised and clearly marked.

(b) The development shall create a well-defined streetscape to allow for the safe movement of pedestrians. Whenever possible, building setbacks shall be minimized and parking and drive-through passageways shall be relegated to the side and rear of buildings.

(c) The development shall provide site development features that are visible and pedestrian-accessible from the street. These features could include plazas, open space areas, employee lunch and recreational areas, architectural focal points, and access lighting.

(3) Relationship of Building(s) and Site to Adjoining Area.

(a) Where adjacent buildings and neighborhoods are consistent with the comprehensive plan and desired community character, new buildings and structures should consider the visual continuity between the proposed and existing development with respect to building setbacks, placement of structures, location of pedestrian/vehicular facilities and spacing from adjoining buildings. Solar access of the subject and adjacent properties should be considered in building design and location.

(b) Harmony in texture, lines and masses is encouraged.

(c) Attractive landscape transition to adjoining properties shall be provided.

(d) Public and quasi-public buildings and structures shall be consistent with the established neighborhood character.

(4) Landscape and Site Treatment.

(a) Parking lot screening and interior landscaping shall be provided consistent with Chapter 22C.130 MMC. The following criteria shall guide review of plans and administration of the landscaping standards in the zoning code:

(i) The landscape plan shall demonstrate visual relief from large expanses of parking areas.

(ii) The landscape plan shall provide some physical separation between vehicular and pedestrian traffic.

(iii) The landscape plan shall provide decorative landscaping as a focal setting for signs, special site elements, and/or pedestrian areas.

(iv) In locations where plants will be susceptible to injury by pedestrian or motor traffic, they shall be protected by appropriate curbs, tree guards or other devices.

(v) Where building sites limit planting, the placement of trees or shrubs in parkways or paved areas is encouraged.

(vi) Screening of outdoor service yards and other places which tend to be unsightly shall be accomplished by use of walls, fencing, planting, berms or combinations of these.

(vii) Landscaping should be designed to create definition between public and private spaces.

(viii) Where feasible, the landscape plan shall coordinate the selection of plant material to provide a succession of blooms, seasonal color, and a variety of textures.

(ix) The landscape plan shall provide a transition in landscaping design between adjacent sites, within a site, and from native vegetation areas in order to achieve greater continuity.

(x) The landscape plan shall use plantings to highlight significant site features and to define the function of the site, including parking, circulation, entries, and open spaces.

(xi) Where feasible, the landscape plan shall integrate natural approaches to storm water management, including featured low impact development techniques.

(b) Street Landscaping. Where the site plan includes streetscape plantings, the following guidelines apply:

(i) Sidewalks and pathways should be separated from the roadway by planting strips with street trees wherever possible.

(ii) Planting strips should generally be at least five feet in width. They should include evergreen shrubs no more than four feet in height and/or ground cover in accordance with the city of Marysville landscape standards (Chapter 22C.120 MMC) and Marysville Administrative Landscaping Guidelines.

(iii) Street trees placed in tree grates may be more desirable than planting strips in key pedestrian areas.

(iv) Use of trees and other plantings with special qualities (e.g., spring flowers and/or good fall color) are strongly encouraged to unify development.

(c) Plaza/Pedestrian Area Landscaping within Shopping Centers and Mixed Use Site Plans.

(i) A range of landscape materials – trees, evergreen shrubs, ground covers, and seasonal flowers – shall be provided for color and visual interest.

(ii) Planters or large pots with small shrubs and seasonal flowers may be used to create protected areas within the plaza for sitting and people watching.

(iii) Creative use of plant materials, such as climbing vines or trellises, and use of sculpture groupings or similar treatments are encouraged.

(iv) All landscaping plans shall be submitted during site plan review for approval.

(d) Exterior lighting, when used, shall be part of the architectural concept. Lighting shall enhance the building design and adjoining landscaping. It should provide adequate lighting to ensure safety and security; enhance and encourage evening activities; and when warranted by the adjoining streetscape theme, provide a distinctive character to the area. In addition, the following shall be addressed:

(i) The site plan shall identify lighting equipment and standards. Uplighting on trees and provisions for seasonal lighting are encouraged.

(ii) Accent lighting on architectural and landscape features is encouraged to add interest and focal points.

(iii) Parking area lighting shall not exceed 25 feet in height and shall be shielded to minimize glare and spillage into the surrounding community.

(5) Building Scale Standards. All elements of building design should form an integrated development, harmonious in scale, line, and mass to ensure that buildings are based on human scale (i.e., the relationship of the size of the building's features to the people that use the building). Design elements should also ensure that large buildings reduce their apparent mass and bulk on elevations visible from streets or pedestrian routes through such methods as facade modulation and architectural detailing, roof treatment, colors, materials, and other special features.

(a) Integration. Large buildings should integrate features along their facades visible from the public right-of-way and pedestrian routes and entries to reduce the apparent building mass and achieve an architectural scale consistent with other nearby structures.

(b) Facade Modulation. Building facades visible from public streets and public spaces should be stepped back or projected forward at intervals to provide a minimum of 40 percent facade modulation. The minimum depth of modulation should be one foot, and the minimum width should be five feet.

(c) Articulation. Buildings should be articulated to reduce the apparent scale of buildings. Architectural details that are used to articulate the structure may include color, arrangement of facade elements, or change in building materials.

(i) Tripartite Articulation. Buildings should provide tripartite building articulation (building top, middle, and base) to provide pedestrian-scale and architectural interest.

(d) Window Treatments. Buildings should provide ample articulated window treatments in facades visible from streets and public spaces for architectural interest and human scale. Windows should be articulated with mullions, recesses, awnings, etc., as well as applying complementary articulation around doorways and balconies.

(e) Architectural Elements. The mass of long or large scale buildings can be made more visually interesting by incorporating architectural elements, such as arcades, balconies, by windows, dormers, and/or columns.

(f) Rooflines. A distinctive roofline can reduce perceived building height and mass, increase compatibility with smaller scale and/or residential development, and add interest to the overall design of the building.

(i) Rooflines with alternating dormers, stepped roofs, gables, or other roof elements to reinforce the modulation or articulation interval are encouraged.

(ii) Roofs that incorporate a variety of vertical dimensions such as multi-planed and intersecting rooflines are encouraged.

(iii) Flat-roofed designs should include architectural details such as cornices and decorative facings to provide interest to the roofline.

(g) When there is a change in the building plane, a change in the building materials, colors or patterns should also be considered.

(h) Landscaping. The landscape plan should provide a trellis, tree or other landscape feature within each interval.

(i) Upper Story Setback. Setting back upper stories helps to reduce the apparent bulk of a building and promotes human scale.

(j) Small-Scale Additions. In retail areas, small-scale additions to a structure can reduce the apparent bulk by articulating the overall form. Clustering smaller uses and activities around entrances on street-facing facades also allows for small retail or display spaces that are inviting and add activity to the streetscape.

(6) Building Details, Materials, and Colors.

(a) The building should provide visual interest, distinct design qualities, and promote compatibility and improvement within surrounding neighborhoods and community development through effective architectural detailing and the use of traditional building techniques and materials.

(b) Design Criteria.

(i) Building materials and building techniques should be of high durability and high quality. For commercial and residential uses, the use of brick is encouraged on walls or as accents on walls. Large areas of rough-cut wood, wide rough-cut lap siding, or large areas of T-111, plywood, or similar materials are prohibited. Vinyl siding is prohibited on the ground floor of commercial buildings.

(ii) Buildings should be enhanced with appropriate details. The following elements are examples of techniques used on buildings to provide detail:

(A) Ornate rooflines, including use of ornamental molding, entablature, frieze, or other roofline devices.

(B) Overhead weather protection along sidewalks.

(C) Detailed treatment of windows and doors, including use of decorative lintels, sills, glazing, door design, molding or framing details around all windows and doors located on facades facing or adjacent to public streets or parks. Window treatment should be sized as follows:

1. Windows should not have individual glass panes with dimensions greater than five feet by seven feet.

2. Windows should be surrounded by trim, molding and/or sill at least four inches wide. Commercial buildings with no trim or molding should have window frames at least two inches wide.

3. Individual window units should be separated from adjacent window units by at least six inches of the building's exterior finish material.

(7) Public or Private Open Space. Where feasible and appropriate, larger (over 10 acres) commercial and residential developments should incorporate open spaces into the site design to provide community gathering space and neighborhood meeting areas. These areas should provide outdoor spaces for relaxing, eating, socializing, and recreating. The following standards apply to these outdoor areas:

(a) Plazas and Gathering Places.

(i) Areas should be sized between 5,000 and 10,000 square feet.

(ii) Plazas and gathering places should be able to serve as a center for daily activities.

(iii) Paving should be unit-pavers or concrete with special texture, pattern, and/or decorative features.

(iv) Pedestrian amenities should be provided, including features such as seating, plants, drinking fountains, artwork, and such focal points as sculptures or water features.

(v) Lighting fixtures should be approximately 10 to 15 feet above the surface.

The overall lighting in the plaza should average at least two foot-candles.

(b) Open Spaces and Project Details. The listed literature resources in MMC 22C.020.240(2)(a) provide smaller scale concepts for integrating public gathering places and open spaces into the project design.

(8) Site Design Utilizing Crime Prevention Through Environmental Design (CPTED) Principles. Development that is subject to this section shall incorporate the following CPTED strategies into building design and site layout:

(a) Access Control. Guidance of people coming and going from a building or site by placement of real and perceived barriers. Provision of natural access control limits access and increases natural surveillance to restrict criminal intrusion, especially into areas that are not readily observable.

(b) Surveillance. Placement of features, uses, activities, and people to maximize visibility. Provision of natural surveillance helps to create environments where there is plenty of opportunity for people engaged in their normal behavior to observe the space around them.

(c) Territoriality/Ownership. Delineation of private space from semi-public and public spaces that creates a sense of ownership. Techniques that reduce the perception of areas as "ownerless" and, therefore, available for undesirable uses.

Examples of ways in which a proposal can comply with CPTED principles are outlined in the "CPTED Guidelines for Project Design and Review," prepared by the city.

Section 8. Section 22G.090.670 of MMC Chapter 22G.090 is hereby amended to read as follows:

22G.090.670 Lot requirements.

(1) Lot arrangement shall be related to the natural features of the site and provide a suitable building site and driveway access from existing or proposed streets. Provision of adequate solar access should be considered during lot design.

(2) Double-frontage lots shall be avoided whenever possible.

- (3) Lots shall not, in general, access off of arterials. Where driveway access from a street may be necessary for several adjoining lots, the city may require that such lots be served by combined access points and driveways designed or arranged so as to avoid requiring vehicles to back into traffic.
- (4) Residential lots must have a front yard setback orientation toward the public street or easement access.
- (5) Interior lot lines should be composed of straight lines.
- (6) Residential lots shall maintain the minimum setback requirements as specified by the city's zoning ordinance, unless shown otherwise on the final plat or short plat, as a building site. In no case shall the city staff or the hearing examiner grant a deviation from the setback requirement on an exterior lot line on abutting property under separate ownership without following the procedure of MMC 22G.090.820.
- (7) Residential lots shall maintain a minimum lot width as required by the city's zoning ordinance.
- (8) Panhandle-shaped lots shall only be permitted in a residential subdivision or short subdivision if the following are met:
 - (a) The minimum width of the minor access portion shall be 20 feet;
 - (b) The computations for complying with the zoning code minimum lot size shall not include the minor portion of a panhandle-shaped lot;
 - (c) No panhandle-shaped lot shall be permitted in short subdivisions where the ownership is common with a contiguous property;
 - (d) Side-by-side panhandles in subdivisions are not permitted;
 - (e) No panhandle-shaped lot will be permitted if there is a potential for additional development, unless adequate area is left for the future development potential; and
 - (f) All panhandle access drives shall comply with easement access standards, including type of units allowed and improvements required.

Section 9. Section 22A.010.160 of MMC Chapter 22A.010 is hereby amended by adding reference to this adopted ordinance in order to track amendments to the City's Unified Development Code:

"22A.010.160 Amendments.

The following amendments have been made to the UDC subsequent to its adoption:

<u>Ordinance</u>	<u>Title (description)</u>	<u>Effective Date</u>
_____	Chapter 22C.270 Solar Energy Systems	_____, 2011"

Section 10. Severability. If any section, subsection, sentence, clause, phrase or work of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 11. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2011.

CITY OF MARYSVILLE

By: _____
JON NEHRING, MAYOR

Attest:

By: _____
CITY CLERK

Approved as to form:

By: _____
GRANT K. WEED, CITY ATTORNEY

Date of Publication: _____

Effective Date: _____
(5 days after publication)