

Marysville City Council Meeting

March 24, 2014

7:00 p.m.

City Hall

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Approval of the Agenda

Committee Reports

Presentations

- A. Police Officer Swearing-in
- B. Volunteer of the Month
- C. Employees Services Awards
- D. Proclamation: Mayors Day of Recognition for National Service

Audience Participation

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

- 1. Approval of the February 24, 2014 City Council Meeting Minutes
- 2. Approval of the March 3, 2014 City Council Work Session Minutes

Consent

- 3. Approval of the March 5, 2014 Claims in the Amount of \$1,125,292.07; Paid by Check Number's 90486 through 90697 with Check Number 88642 Voided.
- 4. Approval of the March 12, 2014 Claims in the Amount of \$713,739.60; Paid by Check Number's 90698 through 90864 with Check Number 89965 Voided.
- 5. Approval of the March 5, 2014 Payroll in the Amount of \$1,457,333.71; Paid by Check Number's 27434 through 27474.

Review Bids

Public Hearings

Marysville City Council Meeting

March 24, 2014

7:00 p.m.

City Hall

6. Consider Closed Record Appeal by Steiner Regarding Local Improvement District No. 71.

New Business

7. Consider the Tourism Promotion Service Agreement and the Chamber Services Agreement with The Greater Marysville Tulalip Chamber of Commerce.

8. Consider the Binding Letter of Agreement with Snohomish County and Approve the Additional \$14,020.30 Needed to Complete the Utility Relocate for 67th Avenue Site Distance Project.

9. Consider the D.A. Davidson & Co. Underwriting Engagement Disclosure Letter Regarding LID No. 71 Bonds.

10. Consider a **Resolution** Authorizing Investment of City of Marysville Monies in the Local Government Investment Pool (LGIP).

11. Consider an **ORDINANCE** of the City of Marysville, Washington, relating to Local Improvement District No. 71 providing for the construction of an Interstate 5 overpass at 156th Street NE, as provided by Ordinance No. 2827; approving and confirming certain assessments appealed to the Council and a portion of the assessment roll of Local Improvement District No. 71; and levying and assessing a part of the cost and expense thereof against several lots, tracts, parcels of land and other property shown on the roll.

Legal

Mayor's Business

Staff Business

Call on Councilmembers

Executive Session

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

Adjourn

Special Accommodations: The City of Marysville strives to provide accessible meetings for people with disabilities. Please contact 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.

Marysville City Council Meeting

March 24, 2014

7:00 p.m.

City Hall

D

PROCLAMATION
Declaring April 1, 2014 Mayors Day of Recognition for National Service

- WHEREAS, service to others is a hallmark of the American character and central to how we meet our challenges; and
- WHEREAS, the nation's mayors are increasingly turning to national service and volunteerism as a cost-effective strategy to meet city needs; and
- WHEREAS, AmeriCorps and Senior Corps address the most pressing challenges facing our cities and nation, from educating students for the jobs of the 21st century to helping communities recover from natural disasters; and
- WHEREAS, national service participants serve in more than 70,000 locations across the country, bolstering the civic, neighborhood, and faith-based organizations that are so vital to our economic and social well-being; and
- WHEREAS, national service represents a unique public-private partnership that invests in community solutions and leverages non-federal resources to strengthen community impact and increase the return on taxpayer dollars; and
- WHEREAS, in 2013 in Snohomish County, 1,000 Senior Corps Retired and Senior Volunteers (RSVP) supported 91 nonprofits in Snohomish County, contributing more than 165,000 hours of volunteer service; and
- WHEREAS, 72 of these volunteers donated 15,317 hours in Marysville among 11 locations including the Ken Baxter Community Center, Police Marysville Volunteer Program (MVP) and Marysville Community Food Bank, and
- WHEREAS, AmeriCorps members and Senior Corps volunteers demonstrate commitment, dedication, and patriotism by making an intensive commitment to service; and
- WHEREAS, the Corporation for National and Community Service shares a priority with mayors to engage citizens, and strengthen communities; and is joining mayors nationwide to support the Mayors Day of Recognition for National Service on April 1, 2014;

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

Mayors Day of Recognition for National Service

in the City of Marysville, and encourage residents to recognize the positive impact of national service in our city, thank those who serve, and to find ways to give back to their communities.

Under my hand and seal this Twenty-fourth day of March, 2014.

THE CITY OF MARYSVILLE

MAYOR

Index #1

Call to Order/Pledge of Allegiance/Roll Call	7:00 p.m.
Approval of the Agenda	Approved
Committee Reports	
Presentations	
Dare to Soar Award - Jeff Cobb	Presented
Volunteer of the Month - Mary Jane Miller	Presented
Safety Certification Award - Kristy Guy, Kaleb Callahan, Robert Dzawala and Jake Wetzel.	Presented
Employee Service Awards: 15 Years – Tom King; 25 Years – Deryl Taylor; 30 Years – Deryck McLeod	Presented
Approval of Minutes	
Approval of the January 27, 2014 City Council Meeting Minutes.	Approved
Approval of the February 3, 2014 City Council Work Session Minutes.	Approved
Consent Agenda	
Approval of the February 5, 2014 Claims in the Amount of \$1,184,926.34; Paid by Check Number's 89959 through 90014 with No Check Number's Voided.	Approved
Approval of the February 12, 2014 Claims in the Amount of \$465,161.40; Paid by Check Number's 90015 through 90164 with No Check Number's Voided.	Approved
Review Bids	
Public Hearings	
New Business	
Consider the Professional Services Agreement with HDR Engineering for Preliminary Engineering and Environmental Documentation in Support of the Interstate 5/SR 529 Interchange Expansion Project.	Approved
Consider the Renewal of the Facility Use Agreement with AllianceOne.	Approved

Set the hearing on the appeal of Parcels 31052700300700, 31052700300200, 31052700300400, 31052700400300, 31052700100300, 31052700300900, 31052700300500, 31052700300800 on the final assessment roll in LID 71 for the Council's regular meeting of March 24, 2014; and, to direct the City Clerk to issue notice to each of the appellants that any arguments on the appeals may be submitted in writing to the Council by March 7, 2014; the LID may reply in writing to such argument by March 14, 2014, and the appellants may respond in writing to the LID's reply, if any, by March 19. Any written argument may be filed by email with the City Clerk, with hard copy by US mail, by 5:00 PM on each of the stated dates. The Council will hear and determine the appeals on the basis of the record before the Hearing Officer and written argument, and without oral argument.	Approved
An Ordinance of the City of Marysville, Washington, Approving and Confirming the Assessments and Assessment Roll of Local Improvement District No. 71 for the Purpose of Construction of an Interstate 5 Overpass, at 156th Street NE, as Provided by Ordinance No. 2827, and Levying and Assessing a Part of the Cost and Expense thereof Against the Several Lots, Tracts, Parcels of Land and Other Property as Shown on the Assessment Roll.	Approved Ord. No. 2954
Consider the Purchase Agreement with Northwest Playground Equipment Inc. in the Amount of \$91,439.60 for Equipment for the Spray Park Project at Comeford Park.	Approved
Legal	
Mayor's Business	
Staff Business	
Call on Councilmembers	
Adjournment	8:16 p.m.
Executive Session	8:16 p.m.
Litigation – two item	
Real Estate – one item	
Reconvenment	8:26 p.m.
Authorize the Settlement Agreement as discussed in Executive Session concerning the Lenz property.	Approved
Authorize the Mayor to execute the lease concerning Cedarcrest Golf Course as discussed in Executive Session.	Approved
Authorize payment of the invoice received from Snohomish County dated October 4, 2012 concerning the 2011 SnoPac Assessment.	Approved
Adjournment	8:30 p.m.

COUNCIL



DRAFT
MINUTES

Regular Meeting
February 24, 2014

Call to Order / Pledge of Allegiance

Mayor Nehring called the meeting to order at 7:00 p.m. Pastor Jeff Hastings from Turning Point Church delivered the invocation. Mayor Nehring led those present in the Pledge of Allegiance.

Roll Call

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

- Mayor:** Jon Nehring
- Council:** Steve Muller, Kamille Norton, Jeff Seibert, Michael Stevens, Rob Toyer, Jeff Vaughan, and Donna Wright
- Absent:** None
- Also Present:** Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Police Chief Rick Smith, City Attorney Grant Weed, Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, and Recording Secretary Laurie Hugdahl.

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

Committee Reports

Councilmember Toyer reported on the Marysville Fire District Board of Directors Meeting on February 19:

- The Board reviewed last year’s call volume which yielded an increase of 4.6% over the previous year which is a continuing trend in the district.
- The Board was briefed on the Washington State Survey and Ratings Bureau who is getting ready to kick off a new evaluation of our district. This assesses insurance rates within the district, among other things. The Board is hopeful that

the District has improved since the last evaluation in 1995. This would result in some positive changes in insurance rates among commercial customers.

Councilmember Seibert reported on the February 3 Finance Committee Meeting:

- There was discussion about possibly doing a biennial budget.
- There was discussion about doing an LID which is on the agenda tonight.
- The Committee discussed Utility Billing/Sunnyside Annexation which has proceeded smoothly.
- The City had the lowest number of shutoffs in a week recently.
- There was a reminder that Windows XP will retire soon and there will be no support after that.

Presentations

A. Dare to Soar Award

Jeff Cobb of the Waste Water Treatment Plant was presented with the Innovative Service Award for his initiative and ingenuity in applying to the PUD Energy Efficiency Rebate Program that is generating significant energy cost savings through operational improvements at the Wastewater Treatment Plant.

B. Volunteer of the Month

Mary Jane Miller was presented the Volunteer of the Month Award for February for her incredible service to the community. Ms. Miller has touched many lives and been a shining light in Marysville for students, for women, for children and families in the waiting room at Providence Regional Medical Center, the elderly, and the community in general.

C. Safety Certification Award

Brian Bishop of the AWC Workers Compensation Retro Program presented Retro Safety Coordinator Awards to: Kristy Guy and Kaleb Callahan. Also recognized, but not present, were Robert Dzawala and Jake Wetzal.

D. Employee Service Awards

The following individuals were recognized for their service to the City:

- 15 Years – Tom King
- 25 Years – Deryl Taylor
- 30 Years – Deryck McLeod

Audience Participation

Approval of Minutes

1. Approval of the January 27, 2014 City Council Meeting Minutes.

Councilmember Norton noted that she was not present at the January 27 meeting so she would be abstaining from the vote.

It was noted that on page 2 of 8, under Committee Reports, *Jeff Vaughan* should be corrected to *Jeff Seibert*.

Motion made by Councilmember Vaughan, seconded by Councilmember Wright, to approve the minutes of the January 27, 2014 Meeting as amended. **Motion** passed unanimously (6-0) with Councilmember Norton abstaining.

2. Approval of the February 3, 2014 City Council Work Session Minutes.

Motion made by Councilmember Norton, seconded by Councilmember Muller, to approve the minutes of the February 3, 2014 Work Session as presented. **Motion** passed unanimously (7-0).

Consent

3. Approval of the February 5, 2014 Claims in the Amount of \$1,184,926.34; Paid by Check Number's 89959 through 90014 with No Check Number's Voided.
8. Approval of the February 12, 2014 Claims in the Amount of \$465,161.40; Paid by Check Number's 90015 through 90164 with No Check Number's Voided.

Motion made by Councilmember Muller, seconded by Councilmember Toyer, to approve Consent Agenda items 3 and 8. **Motion** passed unanimously (7-0).

Review Bids**Public Hearings****New Business**

4. Consider the Professional Services Agreement with HDR Engineering for Preliminary Engineering and Environmental Documentation in Support of the Interstate 5/SR 529 Interchange Expansion Project.

Director Nielsen reviewed this item. Councilmember Seibert referred to a typo on page 8 where the words "access study" were duplicated. He asked about the provision regarding limited liability and expressed concern about the amount stated. City Attorney Weed explained that the City doesn't have the liberty to negotiate different terms. He commented that he also doesn't like that provision as it is not favorable for the City.

DRAFT

Motion made by Councilmember Toyer, seconded by Councilmember Seibert, to authorize the Mayor to sign the Professional Services Agreement with HDR Engineering for Preliminary Engineering and Environmental Documentation in Support of the Interstate 5/SR 529 Interchange Expansion Project. **Motion** passed unanimously (7-0).

5. Consider the Renewal of the Facility Use Agreement with AllianceOne.

Court Administrator Suzanne Elsner reviewed this item. She stated that the only change to the contract is the addition of the leasehold tax to be paid by AllianceOne.

Motion made by Councilmember Wright, seconded by Councilmember Toyer, to authorize the Mayor to sign the Renewal of the Facility Use Agreement with AllianceOne. **Motion** passed unanimously (7-0).

6. An **Ordinance** of the City of Marysville, Washington, Approving and Confirming the Assessments and Assessment Roll of Local Improvement District No. 71 for the Purpose of Construction of an Interstate 5 Overpass, at 156th Street NE, as Provided by Ordinance No. 2827, and Levying and Assessing a Part of the Cost and Expense thereof Against the Several Lots, Tracts, Parcels of Land and Other Property as Shown on the Assessment Roll.

City Attorney Weed explained that there are two actions requested of Council. Council first needs to establish the process for hearing an appeal. Following that, action to adopt the LID assessment Ordinance will be requested.

Finance Director Langdon reviewed this item.

Motion made by Councilmember Vaughan, seconded by Councilmember Seibert, to set the hearing on the appeal of Parcels 31052700300700, 31052700300200, 31052700300400, 31052700400300, 31052700100300, 31052700300900, 31052700300500, 31052700300800 on the final assessment roll in LID 71 for the Council's regular meeting of March 24, 2014; and, to direct the City Clerk to issue notice to each of the appellants that any arguments on the appeals may be submitted in writing to the Council by March 7, 2014; the LID may reply in writing to such argument by March 14, 2014, and the appellants may respond in writing to the LID's reply, if any, by March 19. Any written argument may be filed by email with the City Clerk, with hard copy by US mail, by 5:00 PM on each of the stated dates. The Council will hear and determine the appeals on the basis of the record before the Hearing Officer and written argument, and without oral argument. **Motion** passed unanimously.

Motion made by Councilmember Wright, seconded by Councilmember Seibert, to adopt Ordinance No. 2954, confirming the final assessment roll for LID 71, except as to those parcels currently subject to an appeal before the Council. The adoption of Ordinance No. 2954 shall be without prejudice to the rights of the pending appeals to challenge all or any part of the Hearing Officer's recommendations regarding the LID 71 final assessment roll. **Motion** passed unanimously (7-0).

DRAFT

7. Consider the Purchase Agreement with Northwest Playground Equipment Inc. in the Amount of \$91,439.60 for Equipment for the Spray Park Project at Comeford Park.

Director Jim Ballew reviewed this item.

Motion made by Councilmember Norton, seconded by Councilmember Toyer, to authorize the Mayor to sign the Purchase Agreement with Northwest Playground Equipment Inc. in the Amount of \$91,439.60 for Equipment for the Spray Park Project at Comeford Park. **Motion** passed unanimously (7-0).

Legal

Mayor's Business:

Mayor Nehring:

- Senate Bill 6096 passed the Senate (49-0). It will now be getting worked through the House. He will be going down to Olympia tomorrow to testify before the House Economic and Trade Committee in hopes of getting it voted out of there by Wednesday.
- The Historical Society Museum had a press conference on the progress of the museum. He was extremely impressed with this project. He recognized Councilmember Steve Muller for his work on this too.
- He attended a grand opening of Absolute Mortgage last week.
- Red Curtain for the Arts had their fund raising luncheon on the 18th. It was well-attended and a good kickoff.
- Economic Alliance Snohomish County had their annual legislative reception in Olympia last Thursday which he attended.
- He and several Council members attended the Snohomish County City Summit last Thursday night. This was a very nice event with the County.
- He attended a rail safety meeting that Congressman Larsen held in Everett. This was perfect timing because a train rolled through about 2:00 and lost a wheel. This caused a huge delay and was a safety issue in addition to the at-grade crossing issue.

Staff Business

Jim Ballew:

- Thanks to those who made it out to the Doleshel Park Grand Opening. It was a very nice event. The Doleshel family was honored to be recognized.
- The Royalty Pageant is this weekend at Totem Middle School.
- The Spring and Summer Guide will be coming out over the weekend.
- The sculpture at Ebey Waterfront Park was stolen over the weekend. The Soroptomists who donated the art piece are very upset. The police department is on the case.

Chief Smith:

- There is no Public Safety meeting this week.
- He gave an update on a carjacking in Everett today. The suspect came to Marysville and referenced Marysville Middle School which triggered a lockdown. There was no direct threat to the City or the school. The police are following up and investigating this.

Kevin Nielsen:

- March 7 Public Works Committee will be going over the 2014 Work Plans for Operations.
- He received a response from BNSF about the train incident today. Many people contacted him today and he had the opportunity to talk to them about 529 and at grade crossings.

Sandy Langdon:

- There will be no meeting on March 10th because of the trip to Washington DC, so that meeting will be moved to the 17th.
- The fire study will be held this Wednesday.

Grant Weed stated the need for an Executive Session to discuss three items: one concerning pending litigation, one concerning potential litigation, and one concerning sale or lease of real estate with possible action on all three. He estimated they would need ten minutes.

Gloria Hirashima:

- Thanks to the Council and staff who worked on LID 71. It is not completed, but the majority of that is done with the Ordinance tonight.
- She announced that the north annex is now complete and being used.

Call on Councilmembers

Kamille Norton said she especially enjoyed the award presentations. She congratulated the recipients of those awards.

Steve Muller:

- Phase 1 is done on the museum. The lumber package has been delivered to do all the interior framing. This will be done by volunteers. The Historical Society Museum will be very nice when it is done. It will be a nice addition to the park environment.
- He serves on a lot of committees with Mary Jane Miller and enjoys it thoroughly.

Rob Toyer had no comments.

Michael Stevens:

- It was refreshing to see so many representatives from Snohomish County at the Snohomish County Cities meeting on Thursday. He sees that as a start to a positive relationship.
- Congratulations to the Mayor and the team for Senate Bill 6096.

Jeff Seibert had no comments.

Donna Wright:

- She was impressed that nearly every city was represented at the Snohomish County Cities meeting.
- The Snohomish Health District awarded the Excellence in Temporary Food Establishment Award went to Ohana Barbecue when it was inspected at the Marysville Strawberry Festival.

Jeff Vaughan:

- Thanks to Kevin Nielsen for keeping track of the train issue.
- The Doleshel Park Grand Opening was a wonderful event. He reflected on the value of preserving the park for the sake of the public. He appreciates the Mayor's efforts to reach out to volunteers in the community. He stressed the importance of being able to accommodate volunteers and volunteer groups. Thanks to everyone for their hard work.

Council recessed into Executive Session from 8:16 p.m. until 8:26 p.m.

Executive Session

- A. Litigation – two items, RCW 42.30.110(1)(i)
- B. Personnel
- C. Real Estate – one item, RCW 42.30.110(1)(c)

Reconvenement

Executive session ended and public meeting reconvened at 8:26 p.m.

LID item:

Motion made by Councilmember Seibert, seconded by Councilmember Vaughan, to authorize the Settlement Agreement as discussed in Executive Session concerning the Lenz property. **Motion** passed unanimously (7-0).

Cedarcrest Municipal Golf Course Restaurant Lease Agreement:

DRAFT

Motion made by Councilmember Muller, seconded by Councilmember Seibert, to authorize the Mayor to execute the lease concerning Cedarcrest Golf Course as discussed in Executive Session. **Motion** passed unanimously (7-0).

SnoPac Assessment

Motion made by Councilmember Wright, seconded by Councilmember Toyer, to authorize payment of the invoice received from Snohomish County dated October 4, 2012 concerning the 2011 SnoPac Assessment. **Motion** passed unanimously (7-0).

Seeing no further business Mayor Nehring adjourned the meeting at 8:30 p.m.

Approved this _____ day of _____, 2014.

Mayor
Jon Nehring

April O'Brien
Deputy City Clerk

Index #2

COUNCIL*DRAFT*
MINUTES**Work Session***March 3, 2014***Call to Order / Pledge of Allegiance**

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

Roll Call

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

Mayor: Jon Nehring

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

Absent: None

Also Present: Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Police Chief Rick Smith, City Attorney Grant Weed, Public Works Superintendent Doug Byde, Parks and Recreation Director Jim Ballew, and Recording Secretary Laurie Hugdahl.

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

Committee Reports**Approval of Minutes**

1. Approval of the February 10, 2014 City Council Meeting Minutes.

Consent

2. Approval of the February 19, 2014 Claims in the Amount of \$853,848.91; Paid by Check Number's 90165 through 90333 with Check Number's 89560 and 89840 Voided.

DRAFT

3. Approval of the February 20, 2014 Payroll in the Amount of \$820,918.07; Paid by Check Number's 27399 through 27433.
8. Approval of the February 26, 2014 Claims in the Amount of \$357,298.90; Paid by Check Number's 90334 through 90485 with no Check Numbers Voided.

Review Bids

4. Consider Awarding the Bid for the Comeford Park Spray Park.

Parks and Recreation Director Ballew reviewed this item. There were no comments or questions.

5. Consider Awarding the Police Evidence Building Contract to Obom Construction in the Amount of \$103,930.20 Including Washington State Sales Tax.

Public Works Superintendent Doug Byde explained that this went out to competitive bid in November. It only received one bid, which was from Obom Construction in the amount of \$103,930.20. This is for a 3100 square foot expansion of the evidence building.

Public Hearings**Action Item**

6. Consider Approving the Emergency Agreement for Inmate Housing with South Correctional Entity (SCORE).

This is an extension of a previous short-term agreement. Staff is still working on a longer-term contract. Mayor Nehring added that this is just to use in the instances where the county is not an option.

Motion made by Councilmember Wright, seconded by Councilmember Norton, to waive the normal rules of study sessions to authorize action on items 6 and 9. **Motion** passed unanimously (7-0).

Motion made by Councilmember Norton, seconded by Councilmember Toyer, to authorize the Mayor to sign the SCORE Agreement for jail services. **Motion** passed unanimously (7-0).

9. Hearing Examiner Agreement between Kevin McDonald and City Of Marysville.

CAO Hirashima reviewed this item.

Motion made by Councilmember Wright, seconded by Councilmember Stevens, to approve the Professional Services Agreement for Hearing Examiner services between Kevin McDonald and the City of Marysville. **Motion** passed unanimously (7-0).

New Business

7. Consider an Ordinance Related to Floodplain Management Requirements, Amending Section(s) 22E.020.030 Basis for Establishing the Areas of Special Flood Hazard; 22E.020.150 (1)(b)(ii) Specific Standards; 22A.020.200 “S” Definitions – Substantial Improvement (Floodplain Management); and Adding a New Section 22E.020.210 Severability.

CAO Hirashima explained that staff just completed an audit by Department of Ecology and FEMA of land use codes and practices. There was one minor item was brought up regarding the definition of reconstruction of a nonconforming structure within the floodplain. FEMA recommended some minor changes to the code. Staff made those changes to bring consistency of City standards to national and state floodplain requirements. There were no questions regarding this item.

Legal**Mayor’s Business**

Mayor Nehring:

- He gave an update on the City’s bill in Olympia explaining that it got caught up in politics. This is disappointing, but he is still optimistic.
- The O’Brien Honda ribbon cutting was fantastic. This is a very nice place.
- He met with Peter Jackson from *The Herald* to notify him of all the good things going on in the City.
- There will be a Coffee Klatch with the Mayor tomorrow at Jennings Park at 10:00 a.m.
- He reviewed some details about the Washington D.C. trip.

Staff Business

Jim Ballew had no comments.

Doug Hyde had no comments.

Sandy Langdon stated that as part of the LID process, the City needs to send notices out to property owners within the LID. Those will be going out tomorrow.

Chief Smith commented that detectives are following up on an issue regarding a lady from South Dakota who was trying to travel to Marysville, but sent a message she had ended up in ditch and needed assistance.

Grant Weed had no comments.

Gloria Hirashima had no comments.

Call on Councilmembers

Steve Muller commented that it looks like there is a lot of rain in the forecast. He asked if the City was ready for it. Staff indicated they were prepared.

Kamille Norton had no comments.

Donna Wright had no comments.

Jeff Seibert asked if there would be a Public Works meeting this Friday. Staff indicated that there would be.

Rob Toyer had no comments.

Michael Stevens said he saw that it is going to be 65° in Washington DC.

Jeff Vaughan expressed appreciation for the information packet that Leah put together.

Mayor Vaughan reminded everyone that there would be a meeting on March 17 due to Council missing next week.

Executive Session

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

Adjournment

Seeing no further business Mayor Nehring adjourned the meeting at 7:19 p.m.

Approved this _____ day of _____, 2014.

Mayor
Jon Nehring

April O'Brien
Deputy City Clerk

Index #3

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: March 24, 2014

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

Please see attached.

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the **March 5, 2014** claims in the amount of **\$1,125,292.07** paid by **Check No.'s 90486 through 90697 with Check No. 88642 voided.**

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-3

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$1,125,292.07 PAID BY CHECK NO.'S 90486 THROUGH 90697 WITH CHECK NO. 88642 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

3/6/14

DATE

MAYOR



3/6/14

DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **24th DAY OF MARCH 2014.**

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/27/2014 TO 3/5/2014

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
90486	ADKINS, HELEN M.	UTILITY TAX REBATE	NON-DEPARTMENTAL	62.78
90487	ADVANTAGE BUILDING S	JANITORIAL SERVICE	COMMUNITY CENTER	200.00
90488	AGERS, FLOYD	REFUND CLASS FEES	PARKS-RECREATION	30.00
90489	AIAKHEDAIRY, NICHOLE		PARKS-RECREATION	65.00
90490	ALBERTSONS	INMATE SUPPLIES	DETENTION & CORRECTION	253.24
90491	ALL BATTERY SALES &	BATTERIES	ER&R	190.01
90492	AMERICAN PLANNING	MEMBERSHIP DUES-GEMMER	COMMUNITY DEVELOPMENT-	188.00
90493	AMSAN SEATTLE	JANITORIAL SUPPLIES	WASTE WATER TREATMENT F	296.12
	AMSAN SEATTLE		COURT FACILITIES	298.41
	AMSAN SEATTLE		ADMIN FACILITIES	323.13
	AMSAN SEATTLE		MAINT OF GENL PLANT	326.16
	AMSAN SEATTLE		PUBLIC SAFETY BLDG.	406.88
90494	ANAYA, SIMON	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
90495	ANDERSON, WILLIAM	UTILITY TAX REBATE	NON-DEPARTMENTAL	52.60
90496	ARAMARK UNIFORM	UNIFORM SERVICE	MAINTENANCE	11.02
	ARAMARK UNIFORM		EQUIPMENT RENTAL	27.75
90497	ARLINGTON, CITY OF	KEEP THE CHANGE WINDOW CLINGS	EXECUTIVE ADMIN	171.05
90498	ASSN OF WA CITIES	HEALTH CARE REFORM SUMMIT	PERSONNEL ADMINISTRATIO	125.00
90499	AUDIOLOGY SERVICES	DATA ENTRY AND MANAGEMENT FEE	EXECUTIVE ADMIN	24.00
90500	BARMON DOOR	REPLACE DOOR	MAINT OF GENL PLANT	312.85
90501	BARRETT, DEBBIE	UTILITY TAX REBATE	NON-DEPARTMENTAL	1.16
	BARRETT, DEBBIE		UTIL ADMIN	37.70
	BARRETT, DEBBIE		UTIL ADMIN	140.49
90502	BECKER, JAMES	REFUND CLASS FEES	PARKS-RECREATION	12.00
90503	BECKER, SHERYL		PARKS-RECREATION	12.00
90504	BELLERSEN, SARAH	UTILITY TAX REBATE	NON-DEPARTMENTAL	24.27
90505	BENHAM, EDWINA		NON-DEPARTMENTAL	54.28
90506	BENS CLEANER SALES	WATER SPRAY SYSTEM PUMP	EQUIPMENT RENTAL	787.57
90507	BERGER, BETTY J.	UTILITY TAX REBATE	NON-DEPARTMENTAL	69.89
90508	BICKFORD FORD	OIL COOLER HOSE AND PINION SEA	EQUIPMENT RENTAL	132.60
	BICKFORD FORD	ANTIFREEZE	ER&R	393.11
	BICKFORD FORD	BRAKE ROTORS AND BRAKE PADS	ER&R	442.96
	BICKFORD FORD	REAR AXLE SHAFT ASSEMBLY	EQUIPMENT RENTAL	530.82
90509	BLUMENTHAL UNIFORMS	CREDIT LT EMBLEMS	POLICE ADMINISTRATION	-50.88
	BLUMENTHAL UNIFORMS	LT EMBLEMS	POLICE ADMINISTRATION	89.81
	BLUMENTHAL UNIFORMS	NIK KITS AND UNIFORM-DUEMMELL	OFFICE OPERATIONS	321.08
90510	BOWER, DAVID	UTILITY TAX REBATE	NON-DEPARTMENTAL	62.60
90511	BREWER, MARTY	USED GOLF BALLS	GOLF COURSE	150.00
90512	BRINKS INC	ARMORED TRUCK SERVICE	COMMUNITY DEVELOPMENT-	109.89
	BRINKS INC		UTIL ADMIN	109.89
	BRINKS INC		GOLF ADMINISTRATION	189.60
	BRINKS INC		UTILITY BILLING	193.15
	BRINKS INC		POLICE ADMINISTRATION	359.66
	BRINKS INC		MUNICIPAL COURTS	359.66
90513	BROWN, TODD	INSTRUCTOR SERVICES	RECREATION SERVICES	102.00
90514	BROWNS PLUMBING	RESTROOM REPAIRS	MAINTENANCE	154.20
90515	BUD BARTON'S GLASS	CUT GLASS	PARK & RECREATION FAC	27.15
90516	BUD CLARY CHEVROLET	2014 CHEVROLET CAPRICE	EQUIPMENT RENTAL	30,308.65
90517	CANFIELD, CHRISTINA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
90518	CARRS ACE	PVC ADAPTER	WATER DIST MAINS	6.47
	CARRS ACE	SPRAY PAINT	WATER SERVICES	10.84
	CARRS ACE	TUBS AND HOSE FASTENERS	WASTE WATER TREATMENT F	136.60
	CARRS ACE	SOCKET SET, PADLOCKS AND WRENC	TRANSPORTATION MANAGEM	159.49
90519	CATHOLIC COMMUNITY	CDBG-CCS	COMMUNITY DEVELOPMENT-	404.27
90520	CELLEBRITE USA, INC.	SOFTWARE RENEWAL	GENERAL FUND	-257.92
	CELLEBRITE USA, INC.		POLICE INVESTIGATION	3,256.91
90521	CEMEX	ASPHALT	STORM DRAINAGE	1,558.23

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/27/2014 TO 3/5/2014

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
90522	CENTRAL WELDING SUPP	REPAIR MIG WELDER	EQUIPMENT RENTAL	1,089.14
90523	CHAVEZ, KAY	UTILITY TAX REBATE	NON-DEPARTMENTAL	30.12
	CHAVEZ, KAY		UTIL ADMIN	37.70
	CHAVEZ, KAY		UTIL ADMIN	140.49
90524	CHENNAULT, KARI	REIMBURSE EMPLOYMENT AD POSTIN	STORM DRAINAGE	25.00
90525	CIVICPLUS	ANNUAL HOSTING AND SUPPORT FEE	EXECUTIVE ADMIN	3,735.62
90526	CMC GOLF, INC.	BALL MARKERS	GOLF COURSE	193.58
90527	COB INDUSTRIES	FREEZE MACHINE REPLACEMENT PAR	WATER/SEWER OPERATION	-32.33
	COB INDUSTRIES		WATER SERVICES	408.21
90528	CODE PUBLISHING	ELECTRONIC UPDATE	CITY CLERK	127.57
	CODE PUBLISHING		CITY CLERK	1,125.66
90529	COMCAST	MONTHLY BROADBAND CHARGE	COMPUTER SERVICES	217.50
90530	COMCAST	CABLE SERVICE-KBCC	BAXTER CENTER APPRE	49.67
90531	COOP SUPPLY	POSTS	PARK & RECREATION FAC	30.39
	COOP SUPPLY	JEANS-MILLER	UTIL ADMIN	38.00
	COOP SUPPLY	BAT HOUSE	PARK & RECREATION FAC	43.43
	COOP SUPPLY	WOOD POSTS AND GATES	PARK & RECREATION FAC	421.26
90532	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	5,183.38
90533	COWLING, JOHN	REIMBURSE MILEAGE/PARKING/USB	ENGR-GENL	21.03
90534	CRAFT MART	CUSTOM FRAMING	COMMUNITY CENTER	227.21
90535	CRMA INVESTMENTS LLC	UB 041170000001 9211 62ND DR N	WATER/SEWER OPERATION	96.98
90536	CRYSTAL SPRINGS	WATER COOLER RENTAL	SOLID WASTE OPERATIONS	132.16
90537	CUNDY, FLORENCE	UTILITY TAX REBATE	UTIL ADMIN	37.70
	CUNDY, FLORENCE		NON-DEPARTMENTAL	46.38
	CUNDY, FLORENCE		UTIL ADMIN	140.49
90538	CUTTER & BUCK INC.	JACKETS AND SWEATSHIRTS	GOLF COURSE	894.39
90539	DAVIS, PENNY G.	INSTRUCTOR SERVICES	COMMUNITY CENTER	105.00
90540	DE-EL ENTERPRISES	WINDOW BLINDS AND INSTALLATION	MAINT OF GENL PLANT	805.81
90541	DEAVER ELECTRIC	REPLACE HEATER	MAINT OF GENL PLANT	267.80
	DEAVER ELECTRIC	INSTALL OUTSIDE ENTRY LIGHT	MAINT OF GENL PLANT	363.70
90542	DELL	PC AND MONITOR	COMPUTER SERVICES	176.01
	DELL	PC	UTIL ADMIN	210.91
	DELL	PC'S	UTIL ADMIN	897.12
	DELL	PC AND MONITOR	POLICE PATROL	1,067.44
90543	DEPALMA, ARLINE	INSTRUCTOR SERVICES	COMMUNITY CENTER	256.50
90544	DIAMOND B CONSTRUCT	REPAIR HEAT PUMP	LIBRARY-GENL	2,342.45
90545	DICKS TOWING	TOWING EXPENSE	EQUIPMENT RENTAL	211.77
90546	DIGITAL DOLPHIN SUPP	TONER	GENERAL FUND	-5.27
	DIGITAL DOLPHIN SUPP		POLICE PATROL	66.52
90547	DISCOUNTCELL, INC	CELL PHONE ACCESSORIES	INFORMATION SERVICES	-5.29
	DISCOUNTCELL, INC		INFORMATION SERVICES	-4.38
	DISCOUNTCELL, INC		COMPUTER SERVICES	55.26
	DISCOUNTCELL, INC		COMPUTER SERVICES	66.79
90548	DOMESTIC VIOLENCE	CDBG-LEGAL ADVOCACY SERVICES	COMMUNITY DEVELOPMENT-	4,816.40
90549	DOORMAN COMMERCIAL	REPLACE LOCK BODY	PUBLIC SAFETY BLDG.	718.93
	DOORMAN COMMERCIAL	COMBO LOCK AND INSTALLATION	MAINT OF GENL PLANT	1,163.27
90550	DORCAS, JOHN	REIMBURSE OFFICE SUPPLIES	COMMUNITY DEVELOPMENT-	60.23
90551	DUDEK, HENRIETTA	UTILITY TAX REBATE	NON-DEPARTMENTAL	90.94
90552	DULIN, PATRICIA		NON-DEPARTMENTAL	36.18
	DULIN, PATRICIA		UTIL ADMIN	37.70
	DULIN, PATRICIA		UTIL ADMIN	140.49
90553	DUNLAP INDUSTRIAL	BUILDING MAINTENANCE TOOLS	FACILITY MAINTENANCE	182.09
90554	E&E LUMBER	RETURN REBAR	PARK & RECREATION FAC	-134.03
	E&E LUMBER	RETURN VALVE	PARK & RECREATION FAC	-11.46
	E&E LUMBER	EXPANSION JOINTS	PARK & RECREATION FAC	8.23
	E&E LUMBER	FASTENERS	PARK & RECREATION FAC	10.20
	E&E LUMBER	GRAFITTI SUPPLIES	COMMUNITY DEVELOPMENT-	11.03

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 2/27/2014 TO 3/5/2014**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
90554	E&E LUMBER	VALVE	PARK & RECREATION FAC	11.46
	E&E LUMBER	CABLE TIES	POLICE PATROL	21.46
	E&E LUMBER	LUMBER	PARK & RECREATION FAC	31.22
	E&E LUMBER	BAR OIL	STORM DRAINAGE	32.56
	E&E LUMBER	HAND PRUNERS	PARK & RECREATION FAC	35.95
	E&E LUMBER	CONCRETE AND SEALER	PARK & RECREATION FAC	48.45
	E&E LUMBER	CONCRETE AND NAILS	PARK & RECREATION FAC	49.49
	E&E LUMBER	CORDLESS DRILL	MAINTENANCE	76.01
	E&E LUMBER	LOCK, TARP, BELT AND CONCRETE	PARK & RECREATION FAC	100.56
	E&E LUMBER	CONCRETE	PARK & RECREATION FAC	115.14
	E&E LUMBER	TIE DOWNS AND TARP	PARK & RECREATION FAC	145.88
	E&E LUMBER	GRAFITTI SUPPLIES	COMMUNITY DEVELOPMENT-	205.56
90555	EARNHEART, HEATHER	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
90556	EMERALD HILLS	COFFEE SUPPLIES	BAXTER CENTER APPRE	217.54
90557	EMPLOYMENT SECURITY	WORK HISTORY RESEARCH	POLICE PATROL	7.50
90558	ERDLER, LINNIE	UTILITY TAX REBATE	UTIL ADMIN	37.70
	ERDLER, LINNIE		NON-DEPARTMENTAL	70.95
	ERDLER, LINNIE		UTIL ADMIN	140.49
90559	EVERETT, CITY OF	ANIMAL SHELTER FEES-JAN 2014	ANIMAL CONTROL	3,565.00
90560	FASTENERS	HARDWARE	PUMPING PLANT	2.54
90561	FERGUSON, AMY	REFUND CLASS FEES	PARKS-RECREATION	35.00
90562	FINNEY, REBECCA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
90563	FIRESTONE	TIRES (4)	EQUIPMENT RENTAL	386.23
90564	FIVE STAR TRADING CO	REFUND BUSINESS LICENSE FEES	GENL FUND BUS LIC & PERMI	50.00
90565	FLOYD, CHRIS	INSTRUCTOR SERVICES	RECREATION SERVICES	585.60
	FLOYD, CHRIS		RECREATION SERVICES	598.28
90566	FOOTJOY	GOLF BOOTS	GOLF COURSE	75.95
	FOOTJOY	GOLF SHOES	GOLF COURSE	93.48
	FOOTJOY		GOLF COURSE	115.70
	FOOTJOY		GOLF COURSE	115.70
	FOOTJOY		GOLF COURSE	352.80
	FOOTJOY	GOLF SHOES AND SOCKS	GOLF COURSE	947.48
90567	FREEDOM LAW FIRM	IN TRUST FOR BRIAN SATERO	DRUG SEIZURE	1,000.00
90568	FRONTIER COMMUNICATI	PHONE CHARGES	POLICE ADMINISTRATION	43.46
	FRONTIER COMMUNICATI		POLICE PATROL	43.46
	FRONTIER COMMUNICATI		ADMIN FACILITIES	43.46
	FRONTIER COMMUNICATI		COMMUNICATION CENTER	43.46
	FRONTIER COMMUNICATI		LIBRARY-GENL	43.46
	FRONTIER COMMUNICATI		GENERAL SERVICES - OVERH	43.46
	FRONTIER COMMUNICATI		PARK & RECREATION FAC	46.29
	FRONTIER COMMUNICATI		COMMUNITY DEVELOPMENT-	86.91
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	86.91
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	86.91
	FRONTIER COMMUNICATI		COMMUNITY CENTER	86.91
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	86.91
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	86.91
	FRONTIER COMMUNICATI		UTILITY BILLING	130.37
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT F	173.82
	FRONTIER COMMUNICATI		PARK & RECREATION FAC	217.25
	FRONTIER COMMUNICATI		UTIL ADMIN	298.92
90569	FULLER, JESSICA-LEE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
90570	GALLS, LLC	PATROL EQUIPMENT AND SUPPLIES	GENERAL FUND	-101.40
	GALLS, LLC		POLICE PATROL	1,280.44
90571	GENERAL CHEMICAL	ALUMINUM SULFATE	WASTE WATER TREATMENT F	5,067.83
	GENERAL CHEMICAL		WASTE WATER TREATMENT F	5,081.94
90572	GOVCONNECTION INC	SYMANTEC LICENSES	COMMUNITY DEVELOPMENT-	19.30
	GOVCONNECTION INC		POLICE PATROL	38.62

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/27/2014 TO 3/5/2014

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
90572	GOVCONNECTION INC	SYMANTEC LICENSES	COMPUTER SERVICES	521.35
90573	GRACE, VIRGINIA	UTILITY TAX REBATE	NON-DEPARTMENTAL	44.19
90574	GRAINGER	FLOAT SWITCH	SOURCE OF SUPPLY	115.15
90575	GRANITE CONST	ASPHALT	MAINT OF GENL PLANT	125.11
	GRANITE CONST		MAINT OF GENL PLANT	16,171.62
90576	GREEN RIVER CC	WA OPERATORS WORKSHOP-NEWMAN	TRAINING	225.00
90577	GREENSHIELDS	FITTINGS	EQUIPMENT RENTAL	193.96
	GREENSHIELDS	HYDRAULIC HOSE ASSEMBLY	EQUIPMENT RENTAL	199.07
90578	GREG RAIRDONS DODGE	OIL PAN GASKET	EQUIPMENT RENTAL	12.57
	GREG RAIRDONS DODGE	TIMING COVER GASKET AND SEAL	EQUIPMENT RENTAL	77.90
	GREG RAIRDONS DODGE	HOUSING	EQUIPMENT RENTAL	112.36
90579	GRIFFEN, CHRIS	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	300.00
90580	GROUP MOBILE INT'L L	RAM MOUNT	CITY STREETS	-19.78
	GROUP MOBILE INT'L L		GENERAL SERVICES - OVERF	249.78
90581	HANNAHS, JESSE	REIMBURSE MEAL-TRAINING	TRANSPORTATION MANAGEM	6.26
	HANNAHS, JESSE	REIMBURSE PARKING FEE	TRANSPORTATION MANAGEM	9.25
	HANNAHS, JESSE	REIMBURSE MEAL-MEETING	TRANSPORTATION MANAGEM	12.59
90582	HAYES, JUNE & CARROL	UTILITY TAX REBATE	NON-DEPARTMENTAL	53.65
90583	HD FOWLER COMPANY	SPANNER WRENCHES AND TAPE	ER&R	176.32
	HD FOWLER COMPANY	HAND WRENCH AND MARKING PAINT	ER&R	218.43
	HD FOWLER COMPANY	PLUGS, GASKETS AND RESTRAINER	WATER DIST MAINS	416.89
	HD FOWLER COMPANY	NOZZLE AND REPAIR KIT	HYDRANTS INSTALLATION	1,117.69
90584	HENNIG, JEANINE TULL	INSTRUCTOR SERVICES	RECREATION SERVICES	307.20
90585	HEYS, SHAUN	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
90586	HOLLAND, CHRIS	REIMBURSE SHIPPING EXPENSE	COMMUNITY DEVELOPMENT-	9.67
90587	HOLLIBAUGH, CHARLENE	UTILITY TAX REBATE	NON-DEPARTMENTAL	54.56
90588	HOUSE OF UPHOLSTERY	DRIVERS SEAT REBUILD	EQUIPMENT RENTAL	238.92
	HOUSE OF UPHOLSTERY		EQUIPMENT RENTAL	347.52
90589	HOUSING HOPE	CDBG-BEACHWOOD APT SUPPORT SRV	COMMUNITY DEVELOPMENT-	5,610.47
90590	INTERSTATE AUTO PART	BULB REPLACEMENTS	ER&R	355.50
90591	JAEGER, HENRY	UTILITY TAX REBATE	NON-DEPARTMENTAL	127.91
90592	JAGGAR, LARRY		NON-DEPARTMENTAL	59.29
90593	JOHNSTON, LYNNE		NON-DEPARTMENTAL	13.11
90594	K-MART	STORAGE BOXES	PARK & RECREATION FAC	21.35
	K-MART	PARKS SUPPLIES	PARK & RECREATION FAC	33.39
90595	KELLY, LANNY	UTILITY TAX REBATE	NON-DEPARTMENTAL	81.29
90596	KINNEY, HEATHER	REIMBURSE MEALS-TRAINING	TRANSPORTATION MANAGEM	12.59
90597	LA CASSE, DARLINE	UTILITY TAX REBATE	NON-DEPARTMENTAL	61.59
90598	LASTING IMPRESSIONS	JACKET	UTIL ADMIN	81.40
	LASTING IMPRESSIONS	UNIFORM CAPS	POLICE PATROL	86.88
90599	LES SCHWAB TIRE CTR	FLAT REPAIR	EQUIPMENT RENTAL	77.10
	LES SCHWAB TIRE CTR	TRAILER TIRE	EQUIPMENT RENTAL	158.29
	LES SCHWAB TIRE CTR	TIRES (4)	ER&R	933.74
	LES SCHWAB TIRE CTR	TIRES (6)	ER&R	1,358.78
90600	LEWIS, JOANNA	UB 038314820000 8314 82ND AVE	WATER/SEWER OPERATION	41.36
90601	LINDBORG HOMES	REMOVE AND REPLACE WINDOW	LIBRARY-GENL	1,103.47
90602	LINKS TURF SUPPLY	GOLF COURSE SUPPLIES	MAINTENANCE	90.21
90603	LORBEER III, CHRIS &	UB 281500213501 5716 130TH PL	WATER/SEWER OPERATION	25.81
90604	LOY, JOHN	RENTAL FEE AND DEPOSIT REFUND	PARKS-RECREATION	95.00
	LOY, JOHN		GENERAL FUND	100.00
90605	LUCKEY, MYRA	UTILITY TAX REBATE	UTIL ADMIN	37.70
	LUCKEY, MYRA		NON-DEPARTMENTAL	50.11
	LUCKEY, MYRA		UTIL ADMIN	140.49
90606	LYON, DONNA		NON-DEPARTMENTAL	8.52
	LYON, DONNA		UTIL ADMIN	37.70
	LYON, DONNA		UTIL ADMIN	140.49
90607	MACKIE, TRACEY	INSTRUCTOR SERVICES	COMMUNITY CENTER	276.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/27/2014 TO 3/5/2014

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
90607	MACKIE, TRACEY	INSTRUCTOR SERVICES	COMMUNITY CENTER	670.29
90608	MAILFINANCE	POSTAGE LEASE PAYMENT	CITY CLERK	22.93
	MAILFINANCE		EXECUTIVE ADMIN	22.93
	MAILFINANCE		FINANCE-GENL	22.93
	MAILFINANCE		PERSONNEL ADMINISTRATIO	22.93
	MAILFINANCE		UTILITY BILLING	22.93
	MAILFINANCE		LEGAL - PROSECUTION	22.93
	MAILFINANCE		COMMUNITY DEVELOPMENT-	22.93
	MAILFINANCE		ENGR-GENL	22.93
	MAILFINANCE		UTIL ADMIN	22.93
	MAILFINANCE		POLICE INVESTIGATION	22.93
	MAILFINANCE		POLICE PATROL	22.94
	MAILFINANCE		OFFICE OPERATIONS	22.94
	MAILFINANCE		DETENTION & CORRECTION	22.94
	MAILFINANCE		POLICE ADMINISTRATION	22.94
90609	MARSH, KATHERINE	UTILITY TAX REBATE	NON-DEPARTMENTAL	81.10
90610	MARSHALL, CHARLENE		NON-DEPARTMENTAL	36.91
	MARSHALL, CHARLENE		UTIL ADMIN	37.70
	MARSHALL, CHARLENE		UTIL ADMIN	140.49
90611	MARSHALL, KEVIN LEE	UB 095620121000 5620 121ST PL	WATER/SEWER OPERATION	77.36
90612	MARYSVILLE FIRE DIST	FIRE CONTROL/EMERGENCY AID SER	FIRE-EMS	192,223.67
	MARYSVILLE FIRE DIST		FIRE-GENL	576,050.34
90613	MARYSVILLE PAINT	PAINT AND LINERS	PARK & RECREATION FAC	73.19
90614	MARYSVILLE PRINTING	BUSINESS CARDS	POLICE PATROL	42.30
	MARYSVILLE PRINTING	ANTIQUUE SHOW PRINTING	COMMUNITY CENTER	84.71
	MARYSVILLE PRINTING	ENVELOPES	UTILITY BILLING	214.05
	MARYSVILLE PRINTING	PAYMENTUS BILL INSERTS	UTILITY BILLING	1,858.88
90615	MARYSVILLE ROTARY	ROTARY DUES-LAMOUREUX	POLICE ADMINISTRATION	450.00
90616	MARYSVILLE, CITY OF	UTILITY SERVICE-7115 GROVE STR	MAINTENANCE	249.22
	MARYSVILLE, CITY OF	UTILITY SERVICE-6810 84TH ST N	MAINTENANCE	530.00
	MARYSVILLE, CITY OF	UTILITY SERVICE-7007 GROVE STR	MAINTENANCE	1,058.81
90617	MARYSVILLE, CITY OF	CONTAINER-EDWARD SPRINGS	WATER CAPITAL PROJECTS	218.85
90618	MASSEY, ROBERT	UTILITY TAX REBATE	NON-DEPARTMENTAL	39.82
90619	METCALF, SHELLEY	INSTRUCTOR SERVICES	RECREATION SERVICES	685.44
	METCALF, SHELLEY		RECREATION SERVICES	685.44
90620	MILLER, PAULINE	UTILITY TAX REBATE	NON-DEPARTMENTAL	24.30
	MILLER, PAULINE		UTIL ADMIN	37.70
	MILLER, PAULINE		UTIL ADMIN	140.49
90621	MIRANDA, TONYA	INSTRUCTOR SERVICES	RECREATION SERVICES	540.00
90622	MODERN MACHINERY CO,	AIR, OIL AND FUEL FILTERS	ER&R	452.65
90623	MOMS CLUB	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
90624	MORTON, TIMOTHY	UTILITY TAX REBATE	UTIL ADMIN	37.70
	MORTON, TIMOTHY		UTIL ADMIN	140.49
90625	MOTOR TRUCKS	2008 INTERNATIONAL DIAGNOSE AN	EQUIPMENT RENTAL	543.89
90626	MOUNT, HERMAN	LEOFF 1 REIMBURSEMENT	POLICE ADMINISTRATION	156.91
90627	MYERS, BERNICE E.	UTILITY TAX REBATE	NON-DEPARTMENTAL	86.82
90628	NC MACHINERY COMPANY	OIL PRESSURE SENSOR AND ORING	EQUIPMENT RENTAL	151.26
90629	NELSON PETROLEUM	BULK MOTOR OIL AND TRANS FLUID	ER&R	3,384.06
90630	NORMED	COLD PACKS	RECREATION SERVICES	92.86
90631	NORTH CENTRAL LABORA	LAB SUPPLIES	WATER/SEWER OPERATION	-31.96
	NORTH CENTRAL LABORA		WASTE WATER TREATMENT F	403.63
90632	NORTH COAST ELECTRIC	ALLEN-BRADLEY ANNUAL SUPPORT	WASTE WATER TREATMENT F	7,611.98
90633	NORTHERN ENERGY PROP	CONVERTOR REBUILD KIT AND VALV	EQUIPMENT RENTAL	107.34
90634	NORTHWESTERN AUTO	REPAINT PATROL CAR	EQUIPMENT RENTAL	1,477.18
90635	NYITRAY, SANDRA	INSTRUCTOR SERVICES	COMMUNITY CENTER	9.00
90636	OFFICE DEPOT	FILE CABINET	FINANCE-GENL	148.44
90637	OLASON, MONICA	INSTRUCTOR SERVICES	RECREATION SERVICES	144.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/27/2014 TO 3/5/2014

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
90637	OLASON, MONICA	INSTRUCTOR SERVICES	RECREATION SERVICES	168.00
	OLASON, MONICA		RECREATION SERVICES	192.00
	OLASON, MONICA		RECREATION SERVICES	205.80
90638	ORA, FRED	REFUND CLASS FEES	PARKS-RECREATION	35.00
90639	OURAY SPORTSWEAR	GOLF SHIRTS AND HATS	GOLF COURSE	324.00
90640	PARKINK	COMM EVENTS-CAR STICKERS	GENERAL FUND	-29.84
	PARKINK		COMMUNITY EVENTS	376.74
90641	PARTS STORE, THE	CORE REFUND	EQUIPMENT RENTAL	-150.85
	PARTS STORE, THE		EQUIPMENT RENTAL	-126.52
	PARTS STORE, THE	FREIGHT CHARGE TAX ADJ	EQUIPMENT RENTAL	0.69
	PARTS STORE, THE		ER&R	4.92
	PARTS STORE, THE	FREIGHT CHARGES	ER&R	7.29
	PARTS STORE, THE	SENSOR	EQUIPMENT RENTAL	18.38
	PARTS STORE, THE	RATCHET	PARK & RECREATION FAC	36.48
	PARTS STORE, THE	SERPENTINE BELTS	EQUIPMENT RENTAL	36.92
	PARTS STORE, THE	THERMOSTAT, GASKET AND DRAIN P	EQUIPMENT RENTAL	49.51
	PARTS STORE, THE	HYDRAULIC OIL	PARK & RECREATION FAC	56.30
	PARTS STORE, THE	TUNE UP PARTS	EQUIPMENT RENTAL	66.95
	PARTS STORE, THE	THERMOSTAT, SEAL, GASKET AND T	EQUIPMENT RENTAL	71.04
	PARTS STORE, THE	BRAKE PADS	EQUIPMENT RENTAL	74.78
	PARTS STORE, THE	AIR FILTERS	ER&R	79.82
	PARTS STORE, THE	OIL FILTERS AND LED LIGHT KITS	ER&R	114.00
	PARTS STORE, THE	AIR FILTERS	ER&R	132.22
	PARTS STORE, THE	OIL AND TRANSMISSION FILTERS	ER&R	218.13
	PARTS STORE, THE	OIL, AIR, FUEL FILTERS AND WOR	ER&R	225.94
	PARTS STORE, THE	PS RACK AND PINION W/CORE CHAR	EQUIPMENT RENTAL	389.54
	PARTS STORE, THE	MISC BRAKE PARTS W/CORE CHARGE	EQUIPMENT RENTAL	564.62
90642	PEACE OF MIND	MINUTE TAKING SERVICE	COMMUNITY DEVELOPMENT-	93.00
90643	PETERSON,ROBERT&NANC	UTILITY TAX REBATE	NON-DEPARTMENTAL	57.98
90644	PETRABORG, LYNN	REFUND CLASS FEES	PARKS-RECREATION	12.00
	PETRABORG, LYNN		PARKS-RECREATION	80.00
90645	PETROCARD SYSTEMS	FUEL CONSUMED	ENGR-GENL	34.60
	PETROCARD SYSTEMS		STORM DRAINAGE	47.91
	PETROCARD SYSTEMS		COMPUTER SERVICES	49.84
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	153.72
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	444.41
	PETROCARD SYSTEMS		PARK & RECREATION FAC	569.45
	PETROCARD SYSTEMS		GENERAL SERVICES - OVERT	3,219.28
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	4,823.42
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	5,295.10
	PETROCARD SYSTEMS		POLICE PATROL	7,631.03
90646	PICK OF THE LITTER	SOFTBALL BANNER	RECREATION SERVICES	135.07
90647	PILCHUCK AUDUBON	INSTRUCTOR SERVICES	RECREATION SERVICES	61.20
90648	PRINGLE, HARRY	UTILITY TAX REBATE	UTIL ADMIN	37.70
	PRINGLE, HARRY		NON-DEPARTMENTAL	42.89
	PRINGLE, HARRY		UTIL ADMIN	140.49
90649	PUBLIC SAFETY TESTIN	QRTL SUBSCRIPTION FEES	PERSONNEL ADMINISTRATIO	800.00
90650	RENTAL MANAGEMENT CO	UB 212690000000 4911 122ND PL	WATER/SEWER OPERATION	25.01
90651	ROHDE, CHERYL	UB 280769000001 5203 130TH PL	WATER/SEWER OPERATION	91.38
90652	SANDVIK, MORTEN	UTILITY TAX REBATE	UTIL ADMIN	37.70
	SANDVIK, MORTEN		NON-DEPARTMENTAL	47.75
	SANDVIK, MORTEN		UTIL ADMIN	140.49
90653	SCOTT, WALLACE		NON-DEPARTMENTAL	80.00
90654	SENIOR SERVICES OF S	ADVERTISING	COMMUNITY CENTER	115.00
90655	SENTINEL OFFENDER SE	ELEC HOME MONITORING-JAN 2014	DETENTION & CORRECTION	545.42
90656	SHANKLE, CRAIG	INSTRUCTOR SERVICES	COMMUNITY CENTER	28.00
90657	SIX ROBBLEES INC	HITCH BALL AND LOCKING PIN	EQUIPMENT RENTAL	29.41

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/27/2014 TO 3/5/2014

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
90657	SIX ROBBLEES INC	TRAILER JACK	EQUIPMENT RENTAL	152.14
	SIX ROBBLEES INC	SAFETY VALVES	ER&R	218.44
90658	SKILLINGS, JACQUELYN	UTILITY TAX REBATE	NON-DEPARTMENTAL	49.82
90659	SMITH, KAREN L		NON-DEPARTMENTAL	59.81
90660	SMOKEY POINT PLANT	PLANTS	MAINT OF GENL PLANT	228.06
	SMOKEY POINT PLANT		MAINT OF GENL PLANT	1,981.75
90661	SNAP-ON INCORPORATED	SMALL TOOLS	EQUIPMENT RENTAL	16.25
	SNAP-ON INCORPORATED		EQUIPMENT RENTAL	562.57
90662	SNO CO AUDITOR	LID 71 RECORDING LIEN FEE	ROADS/STREETS CONSTRUC	18,792.00
90663	SNO CO ECON DEV COUN	EASC ECONOMIC FORECAST-WRIGHT	CITY COUNCIL	35.00
90664	SNO CO FINANCE	VEHICLE REPAIRS	EQUIPMENT RENTAL	2,131.38
90665	SNO CO PUBLIC WORKS	SOLID WASTE CHARGES	WASTE WATER TREATMENT F	126.00
	SNO CO PUBLIC WORKS		SOLID WASTE OPERATIONS	137,230.00
90666	SOUND PUBLISHING	LEGAL ADS	COMMUNITY DEVELOPMENT-	166.12
90667	SOUND SAFETY	FIRST AID KIT	COMMUNITY DEVELOPMENT-	67.34
	SOUND SAFETY	UNIFORM-BACKSTROM	PARK & RECREATION FAC	279.74
	SOUND SAFETY	SYRINGE KEEPERS	ER&R	306.26
	SOUND SAFETY	UNIFORM-CHRISMAN	PARK & RECREATION FAC	403.52
90668	SPECTER INSTRUMENTS	SOFTWARE RENEWAL	WATER/SEWER OPERATION	-101.91
	SPECTER INSTRUMENTS		WASTE WATER TREATMENT F	1,286.91
90669	SPRINGBROOK NURSERY	GRAVEL	PARK & RECREATION FAC	18.04
	SPRINGBROOK NURSERY	SAND	PARK & RECREATION FAC	20.46
	SPRINGBROOK NURSERY	GRAVEL	PARK & RECREATION FAC	23.16
90670	STAPLES	OFFICE SUPPLIES	COMMUNITY CENTER	1.88
	STAPLES		COMPUTER SERVICES	10.58
	STAPLES		COMMUNITY DEVELOPMENT-	14.31
	STAPLES		UTIL ADMIN	23.55
	STAPLES		ENGR-GENL	23.56
	STAPLES		COMMUNITY CENTER	36.38
	STAPLES		POLICE INVESTIGATION	59.56
	STAPLES		COMPUTER SERVICES	65.09
	STAPLES		COMMUNITY CENTER	66.24
	STAPLES		POLICE PATROL	190.33
	STAPLES		COMMUNITY DEVELOPMENT-	291.30
	STAPLES		COMMUNITY CENTER	712.62
90671	SWICK-LAFAVE, JULIE	REIMBURSE JAIL SUPPLY PURCHASE	DETENTION & CORRECTION	32.58
90672	TAKLO, ROBERT	UTILITY TAX REBATE	NON-DEPARTMENTAL	32.27
90673	TALMADGE-FITZPATRICK	LEGAL SERVICES	NON-DEPARTMENTAL	639.82
	TALMADGE-FITZPATRICK		WASTE WATER TREATMENT F	1,919.43
90674	TASCHEREAU, MARTHA	UTILITY TAX REBATE	NON-DEPARTMENTAL	30.90
90675	TAYLORMADE	GOLF SHOES	GOLF COURSE	62.17
	TAYLORMADE	GOLF PANTS	GOLF COURSE	86.70
90676	TEICHGRAB, LESLIE	REFUND CLASS FEES	PARKS-RECREATION	24.00
90677	THOMPSON, ELIZABETH	UTILITY TAX REBATE	NON-DEPARTMENTAL	28.13
90678	THOMPSON, STELLA		NON-DEPARTMENTAL	86.51
90679	TITLEIST	WEDGE	GOLF COURSE	80.36
	TITLEIST	PUTTER	GOLF COURSE	234.60
	TITLEIST	GOLF BALLS	GOLF COURSE	305.37
	TITLEIST	PUTTER AND WEDGE	GOLF COURSE	307.07
	TITLEIST	GOLF BALLS	GOLF COURSE	325.28
90680	TRAFFIC SAFETY SUPPL	POSTS AND ANCHORS	TRANSPORTATION MANAGEM	2,055.25
90681	TUCO INDUSTRIAL PROD	HEATER RENTAL	MAINT OF GENL PLANT	317.55
90682	TULALIP CHAMBER	BBH (8)	FINANCE-GENL	23.00
	TULALIP CHAMBER		UTIL ADMIN	23.00
	TULALIP CHAMBER		EXECUTIVE ADMIN	46.00
	TULALIP CHAMBER		CITY COUNCIL	92.00
90683	TURK, JERRY	UTILITY TAX REBATE	NON-DEPARTMENTAL	37.67

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/27/2014 TO 3/5/2014

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
90684	UNITED WAY	COMMUNITY CARING CELEBRATION (EXECUTIVE ADMIN	140.00
90685	USB SEWER EQUIPMENT	NOZZLE	WATER/SEWER OPERATION	-67.55
	USB SEWER EQUIPMENT		SEWER MAIN COLLECTION	853.05
90686	VANTRECE, GARY	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
90687	VERBON, RUSSELL	UTILITY TAX REBATE	NON-DEPARTMENTAL	77.70
90688	VINYL SIGNS & BANNER	PARK SIGNS	PARK & RECREATION FAC	101.87
90689	WASTE MANAGEMENT	RECYCLE PILOT	RECYCLING OPERATION	1,267.24
	WASTE MANAGEMENT		RECYCLING OPERATION	1,278.55
90690	WAYNE'S AUTO DETAIL	VEHICLE DETAILING	PARK & RECREATION FAC	150.00
90691	WCIA	FLAGGER RE-CERTIFICATION TRAIN	EXECUTIVE ADMIN	420.00
90692	WESTERN GRAPHICS	POLICE CAR GRAPHICS	EQUIPMENT RENTAL	433.04
	WESTERN GRAPHICS		EQUIPMENT RENTAL	500.70
90693	WESTERN PETERBILT	CREDIT FREIGHT CHARGES	EQUIPMENT RENTAL	-53.34
	WESTERN PETERBILT	FREIGHT CHARGES	EQUIPMENT RENTAL	53.34
	WESTERN PETERBILT	AIR RELAY VALVES	ER&R	111.81
	WESTERN PETERBILT	ROCKER SWITCH	ER&R	154.04
	WESTERN PETERBILT	INTERLOCK SWITCHES	ER&R	233.62
90694	WHITE CAP CONSTRUCT	SAFETY SUPPLIES	PARK & RECREATION FAC	236.94
90695	WILSON, CHERYL	UTILITY TAX REBATE	NON-DEPARTMENTAL	29.24
90696	WRIGHT, DONNA	REIMBURSE MILEAGE	CITY COUNCIL	39.33
90697	ZEE MEDICAL SERVICE	RESTOCK FIRST AID KIT	ADMIN FACILITIES	237.77

WARRANT TOTAL:

1,126,092.07

REASON FOR VOIDS:

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

CHECK #88642

CHECK LOST IN MAIL

(800.00)

1,125,292.07

Index #4

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: March 24, 2014

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

Please see attached.

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the **March 12, 2014** claims in the amount of **\$713,739.60** paid by **Check No.'s 90698 through 90864 with Check No. 89965 voided.**

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-3

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 **\$713,739.60 PAID BY CHECK NO.'S 90698 THROUGH 90864 WITH CHECK NO. 89965 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 **24th DAY OF MARCH 2014.**

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 3/6/2014 TO 3/12/2014**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
90727	DICKS TOWING	TOWING EXPENSE-MP14-1479	POLICE PATROL	43.44
90728	DIVERSINT	CHECK PRINTER TONER CARTRIDGE	COMPUTER SERVICES	333.87
90729	E&E LUMBER	TAPE	PARK & RECREATION FAC	4.16
	E&E LUMBER	BOLTS	WASTE WATER TREATMENT F	4.34
	E&E LUMBER	HANGER BRACKETS	MAINT OF GENL PLANT	6.23
	E&E LUMBER	MARKING FLAGS	PARK & RECREATION FAC	10.41
	E&E LUMBER	LUMBER AND COAT HOOKS	SOLID WASTE OPERATIONS	30.14
	E&E LUMBER	BAGS	ROADWAY MAINTENANCE	56.25
	E&E LUMBER	REBAR	PARK & RECREATION FAC	203.08
	E&E LUMBER	DUST PANS, NOZZLES AND BRUSH H	ER&R	272.50
90730	EAST JORDAN IRON WOR	METER BOX BASES	WATER/SEWER OPERATION	523.24
90731	ECCOS DESIGN LLC	SPRAY PARK DRAWINGS	GMA-PARKS	170.00
	ECCOS DESIGN LLC		PARK & RECREATION FAC	2,422.50
90732	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	10.50
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.50
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	24.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	24.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	178.50
	EDGE ANALYTICAL		WATER QUAL TREATMENT	189.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	968.00
90733	EVANGO, MARY ANN	REFUND CLASS FEES	PARKS-RECREATION	30.00
90734	EVERETT, CITY OF	LAB ANALYSIS	WASTE WATER TREATMENT F	16.20
	EVERETT, CITY OF		WATER QUAL TREATMENT	48.60
	EVERETT, CITY OF		WASTE WATER TREATMENT F	1,740.60
90735	EVERGREEN PRINT	GARBAGE TAGS (3300)	SOLID WASTE OPERATIONS	1,430.06
90736	EVERGREEN SECURITY	REPLACE COURT CAMERA	COURT FACILITIES	459.92
90737	FELDMAN & LEE P.S.	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	20,000.00
90738	FISHER, SHERRON	UB 241202900000 12029 57TH AVE	WATER/SEWER OPERATION	150.12
90739	FORD, DEBBY	REFUND CLASS FEES	PARKS-RECREATION	25.00
90740	FRONTIER COMMUNICATI	LONG DISTANCE CHARGES	CRIME PREVENTION	0.06
	FRONTIER COMMUNICATI		LEGAL-GENL	0.06
	FRONTIER COMMUNICATI		SOLID WASTE CUSTOMER EX	0.06
	FRONTIER COMMUNICATI		YOUTH SERVICES	0.25
	FRONTIER COMMUNICATI		FACILITY MAINTENANCE	0.33
	FRONTIER COMMUNICATI		RECREATION SERVICES	0.54
	FRONTIER COMMUNICATI		ANIMAL CONTROL	0.55
	FRONTIER COMMUNICATI		PURCHASING/CENTRAL STOF	0.61
	FRONTIER COMMUNICATI		CITY CLERK	1.37
	FRONTIER COMMUNICATI		GENERAL SERVICES - OVERH	2.28
	FRONTIER COMMUNICATI		COMMUNITY CENTER	2.30
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	2.30
	FRONTIER COMMUNICATI		EQUIPMENT RENTAL	2.31
	FRONTIER COMMUNICATI		PERSONNEL ADMINISTRATIOI	2.46
	FRONTIER COMMUNICATI		STORM DRAINAGE	3.87
	FRONTIER COMMUNICATI		FINANCE-GENL	4.95
	FRONTIER COMMUNICATI		LEGAL - PROSECUTION	5.62
	FRONTIER COMMUNICATI		EXECUTIVE ADMIN	7.43
	FRONTIER COMMUNICATI		UTIL ADMIN	7.78
	FRONTIER COMMUNICATI		UTILITY BILLING	8.23
	FRONTIER COMMUNICATI		POLICE ADMINISTRATION	8.56
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	9.11

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 3/6/2014 TO 3/12/2014

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
90740	FRONTIER COMMUNICATI	LONG DISTANCE CHARGES	PARK & RECREATION FAC	10.05
	FRONTIER COMMUNICATI		ENGR-GENL	11.08
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	11.40
	FRONTIER COMMUNICATI		POLICE PATROL	12.07
	FRONTIER COMMUNICATI		MUNICIPAL COURTS	12.30
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT F	13.73
	FRONTIER COMMUNICATI		POLICE INVESTIGATION	15.13
	FRONTIER COMMUNICATI		COMPUTER SERVICES	16.37
	FRONTIER COMMUNICATI		COMMUNITY DEVELOPMENT-	31.69
	FRONTIER COMMUNICATI	ACCT #36065173190324995	TRAFFIC CONTROL DEVICES	40.70
	FRONTIER COMMUNICATI	ACCT #36065347410509955	WASTE WATER TREATMENT F	42.59
	FRONTIER COMMUNICATI	ACCT #36065771080927115	STREET LIGHTING	43.64
	FRONTIER COMMUNICATI	ACCT #36065833580311025	POLICE PATROL	43.64
	FRONTIER COMMUNICATI	ACCT #36065943981121075	PUBLIC SAFETY BLDG.	85.18
	FRONTIER COMMUNICATI	ACCT #36065340280125085	ADMIN FACILITIES	87.28
	FRONTIER COMMUNICATI	ACCT #25301134240809105	CENTRAL SERVICES	721.04
90741	FUN EXPRESS LLC	REC EXPRESS SUPPLIES	GENERAL FUND	-14.93
	FUN EXPRESS LLC		RECREATION SERVICES	188.48
90742	GC SYSTEMS INC	ELEC CONTROLLER	WATER CAPITAL PROJECTS	4,018.20
	GC SYSTEMS INC	633G-DJKX PILOT KIT (FURNISH A	WATER CAPITAL PROJECTS	20,634.00
90743	GEIST, LOIS	MEAL REIMBURSEMENT-TRAINING	UTIL ADMIN	19.68
90744	GLOBALSTAR INC.	PHONE CHARGES	POLICE PATROL	57.27
90745	GRAINGER	LOCKS AND TAGS	WASTE WATER TREATMENT F	464.76
90746	GRANITE RANCH OPPORT	UB 420761800003 4012 167TH ST	WATER/SEWER OPERATION	24.22
90747	GREENSHIELDS	HOSE CLAMPS	MAINT OF GENL PLANT	9.43
	GREENSHIELDS	SAFETY LATCH	ROADWAY MAINTENANCE	10.36
	GREENSHIELDS	FITTINGS	EQUIPMENT RENTAL	44.15
90748	GRIFFEN, CHRIS	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	150.00
90749	GUNDIES INC	DOOR MIRROR ASSEMBLIES	EQUIPMENT RENTAL	135.75
90750	HANSON, LORNA	UTILITY TAX REBATE	NON-DEPARTMENTAL	67.12
90751	HD FOWLER COMPANY	RETURN WELL PROJECT MISC ITEMS	FACILITY REPLACEMENT	-1,425.78
	HD FOWLER COMPANY	CHLORINE	FACILITY REPLACEMENT	29.46
	HD FOWLER COMPANY	QUICK JOINT BALL CORP	WATER SERVICES	64.37
	HD FOWLER COMPANY	BRASS HARDWARE	WATER/SEWER OPERATION	459.44
	HD FOWLER COMPANY	METER VALVES AND QUICK JOINTS	WATER/SEWER OPERATION	525.48
	HD FOWLER COMPANY	METER SETTERS	WATER/SEWER OPERATION	549.72
90752	HD SUPPLY WATERWORKS	HYDRANT GATE VALVE	HYDRANTS	676.23
90753	HE MITCHELL CO	ENTRY LOCK ASSEMBLY	MAINT OF GENL PLANT	112.00
90754	HEBERT, MEYNA	UTILITY TAX REBATE	NON-DEPARTMENTAL	65.68
90755	HENRY, ETHELEEN		NON-DEPARTMENTAL	64.73
90756	HERRON VALLEY INC.	VACTOR RENTAL	SOURCE OF SUPPLY	1,661.58
	HERRON VALLEY INC.		SOURCE OF SUPPLY	1,857.06
	HERRON VALLEY INC.		SOURCE OF SUPPLY	3,104.06
90757	HEWLETT PACKARD	CHECK PRINTER MICR FONT	COMPUTER SERVICES	230.23
	HEWLETT PACKARD	CHECK PRINTER	COMPUTER SERVICES	727.49
90758	HOGUE, CHRISTINE	REFUND CLASS FEES	PARKS-RECREATION	65.00
90759	HOUSE OF UPHOLSTERY	RECOVER DRIVERS SEAT	EQUIPMENT RENTAL	352.95
90760	HUNTER,PATRICIA F.	UTILITY TAX REBATE	NON-DEPARTMENTAL	55.99
90761	INTERSTATE AUTO PART	HALOGEN BULBS	ER&R	25.28
	INTERSTATE AUTO PART		ER&R	25.28
	INTERSTATE AUTO PART		ER&R	75.85
90762	JAEGER, PHILIP	UB 020530000001 5319 86TH PL N	WATER/SEWER OPERATION	72.93
90763	JAY, KELLY	REFUND CLASS FEES	PARKS-RECREATION	65.00
90764	JOHNSON, KEVIN	UB 521152300000 3916 174TH PL	WATER/SEWER OPERATION	443.41
90765	JUDD & BLACK	MICROWAVE	WASTE WATER TREATMENT F	254.07
90766	KADENA USA INC.	OUTERWEAR	GOLF COURSE	990.00
90767	KEEFE, RYAN M	MEAL REIMBURSEMENT-TRAINING	TRAINING	30.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 3/6/2014 TO 3/12/2014

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
90768	KENWORTH NORTHWEST	2005 FREIGHTLINER RADIATOR REP	EQUIPMENT RENTAL	2,630.18
90769	KRAG, JOAN	REFUND CLASS FEES	PARKS-RECREATION	25.56
90770	LAKE INDUSTRIES	FILL HAULED IN	ROADWAY MAINTENANCE	74.73
	LAKE INDUSTRIES		ROADWAY MAINTENANCE	190.00
90771	LAKE STEVENS SCHOOL	MITIGATION FEES-FEB 2014	SCHOOL MIT FEES	32,364.00
90772	LAKEWOOD SCHOOL DIST		SCHOOL MIT FEES	7,128.00
90773	LASTING IMPRESSIONS	UNIFORMS	MAINTENANCE	1,059.89
	LASTING IMPRESSIONS		PARK & RECREATION FAC	1,619.12
90774	LICENSING, DEPT OF	CAMARDO, JEFFREY (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	PETEREIT, HANS-JURGEN (RENEWAL)	GENERAL FUND	18.00
90775	LOFSTROM, BETTY	UB 101041030000 9223 45TH DR N	WATER/SEWER OPERATION	105.37
90776	LOVE, PATRICIA GAIL	UTILITY TAX REBATE	NON-DEPARTMENTAL	50.52
90777	LOWES HIW INC	DOOR PEEP HOLE AND LOCKS	MAINT OF GENL PLANT	14.17
	LOWES HIW INC	SAW BLADE AND LIGHT BULBS	MAINT OF GENL PLANT	79.50
	LOWES HIW INC	VALVES, HOSE REPAIR KIT AND GA	WATER FILTRATION PLANT	119.77
90778	LUNSFORD, JULIE A	UTILITY TAX REBATE	UTIL ADMIN	37.70
	LUNSFORD, JULIE A		NON-DEPARTMENTAL	44.00
	LUNSFORD, JULIE A		UTIL ADMIN	140.49
90779	MARYSVILLE PRINTING	2014 BAIL BOOKS	POLICE PATROL	599.47
90780	MARYSVILLE SCHOOL	MITIGATION FEES-FEB 2014	SCHOOL MIT FEES	12,199.00
90781	MARYSVILLE, CITY OF	UTILITY SERVICE-3RD & STATE AV	PARK & RECREATION FAC	21.35
	MARYSVILLE, CITY OF	UTILITY SERVICE-60 STATE AVE	MAINT OF GENL PLANT	28.24
	MARYSVILLE, CITY OF	UTILITY SERVICE-1049 STATE AVE	ADMIN FACILITIES	67.77
	MARYSVILLE, CITY OF	UTILITY SERVICE-1050 COLUMBIA	PARK & RECREATION FAC	111.61
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AV	MAINT OF GENL PLANT	187.48
	MARYSVILLE, CITY OF		ROADWAY MAINTENANCE	221.64
	MARYSVILLE, CITY OF	UTILITY SERVICE-514 DELTA AVE	COMMUNITY CENTER	637.08
	MARYSVILLE, CITY OF	UTILITY SERVICE-1015 STATE AVE	COURT FACILITIES	668.16
	MARYSVILLE, CITY OF	UTILITY SERVICE-1049 STATE AVE	ADMIN FACILITIES	748.14
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AV	EQUIPMENT RENTAL	788.68
	MARYSVILLE, CITY OF		WASTE WATER TREATMENT F	1,396.68
	MARYSVILLE, CITY OF		WASTE WATER TREATMENT F	1,713.69
	MARYSVILLE, CITY OF		MAINT OF GENL PLANT	2,842.23
90782	MARYSVILLE, CITY OF	LID 71 PRE-PAYMENT	GMA - STREET	25,742.00
90783	MARYSVILLE, CITY OF		GMA - STREET	53,135.00
90784	MARYSVILLE, CITY OF		GMA - STREET	85,676.00
90785	MARYSVILLE-EVERETT R	SERVICE CALL	PUBLIC SAFETY BLDG.	217.02
90786	MATTSON, BRITTNEY &	UB 451001000000 5015 136TH PL	WATER/SEWER OPERATION	127.00
90787	MEGAPATH CORPORATION	INTERNET SERVICES	COMPUTER SERVICES	263.83
90788	MICRO PRECISION	CALIBRATION	WASTE WATER TREATMENT F	316.00
90789	MODERN MACHINERY CO,	COMPUTER MONITOR PANEL TUNE UP	EQUIPMENT RENTAL	1,518.83
	MODERN MACHINERY CO,	DIAGNOSE AND REPLACE JOYSTICK	EQUIPMENT RENTAL	2,846.36
	MODERN MACHINERY CO,	REPAIR ACCIDENT DAMAGE	EQUIPMENT RENTAL	15,826.92
90790	MOTOR TRUCKS	SLACK ADJUSTER (4)	EQUIPMENT RENTAL	471.94
90791	NATIONAL BARRICADE	SIGN SHOP SUPPLIES	TRANSPORTATION MANAGEM	680.14
	NATIONAL BARRICADE		TRANSPORTATION MANAGEM	2,225.52
90792	NELSON PETROLEUM	OIL AND FUEL FILTERS	ER&R	65.46
	NELSON PETROLEUM	BULK HYDRAULIC FLUID	ER&R	447.47
90793	NEXTEL	ACCT #843707243	EQUIPMENT RENTAL	37.99
90794	NEXTEL	ACCT #130961290	WATER FILTRATION PLANT	60.36
	NEXTEL		SEWER LIFT STATION	60.36
90795	NORTH CENTRAL LABORA	LAB DETERGENT	WATER/SEWER OPERATION	-5.73
	NORTH CENTRAL LABORA		WASTE WATER TREATMENT F	72.39
90796	NORTH COAST ELECTRIC	PLC REPLACEMENT PARTS	WASTE WATER TREATMENT F	5,055.55
90797	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WATER QUAL TREATMENT	1,052.00
	NORTHSTAR CHEMICAL		WATER FILTRATION PLANT	1,140.00
90798	NORTHWESTERN AUTO	PAINT AND REPLACE GRAPHICS ON	EQUIPMENT RENTAL	531.27

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 3/6/2014 TO 3/12/2014

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
90799	NYMAN, JACK	UB 110416000000 9323 44TH DR N	WATER/SEWER OPERATION	33.32
90800	ODB COMPANY	GUTTER BROOMS	CITY STREETS	-79.40
	ODB COMPANY		STREET CLEANING	1,002.69
90801	OGDEN, KLTEL	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
90802	OWINGS, STEVE	UB 751159225400 7908 55TH PL N	WATER/SEWER OPERATION	241.45
90803	PALITZ, JUSTIN	REIMBURSE MEALS & MANUALS-TRAI	TRAINING	65.59
90804	PAPE MACHINERY	FUEL FILTERS	ER&R	161.61
90805	PARR LUMBER CO.	PLYWOOD	MAINT OF GENL PLANT	86.77
90806	PARTS STORE, THE	CORE REFUND	EQUIPMENT RENTAL	-29.87
	PARTS STORE, THE	SEAL	EQUIPMENT RENTAL	7.87
	PARTS STORE, THE	THERMOSTAT	EQUIPMENT RENTAL	13.02
	PARTS STORE, THE	TIE ROD ENDS	EQUIPMENT RENTAL	72.76
	PARTS STORE, THE	BRAKE PADS AND WHEEL SEALS	EQUIPMENT RENTAL	85.82
	PARTS STORE, THE	WATER PUMP, HOSES AND THERMOST	EQUIPMENT RENTAL	85.95
	PARTS STORE, THE	SERPENTINE BELT AND WRENCH SET	EQUIPMENT RENTAL	100.97
	PARTS STORE, THE	STARTER W/CORE CHARGE	EQUIPMENT RENTAL	162.27
	PARTS STORE, THE	OIL, AIR FILTERS AND BATTERIES	ER&R	187.13
	PARTS STORE, THE	OIL, FUEL AND AIR FILTERS	ER&R	189.39
	PARTS STORE, THE	AIR FILTERS, LIGHTS AND CAR WA	ER&R	250.27
90807	PBS SUPPLY COMPANY	WHITE BOARD, PROJECTOR SCREEN	MAINT OF GENL PLANT	849.69
90808	PEACE OF MIND	MINUTE TAKING SERVICE	CITY CLERK	96.10
	PEACE OF MIND		CITY CLERK	155.00
90809	PELZER GOLF SUPPLIES	PUTTER GRIPS	GOLF COURSE	178.61
90810	PETROCARD SYSTEMS	FUEL CONSUMED	FACILITY MAINTENANCE	59.37
	PETROCARD SYSTEMS		ENGR-GENL	77.59
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	157.03
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	381.55
	PETROCARD SYSTEMS		PARK & RECREATION FAC	589.99
	PETROCARD SYSTEMS		GENERAL SERVICES - OVERH	2,364.37
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	4,038.68
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	4,750.71
	PETROCARD SYSTEMS		POLICE PATROL	7,481.85
90811	PIGSKIN UNIFORMS	DAMAGE UNIFORM REPLACEMENT-WAG	POLICE PATROL	480.11
90812	PIKE, TRAVIS	REIMBURSE MEALS-TRAINING	TRAINING	27.64
90813	PLANNING ASSOCIATION	2014 PAW SPRING CONFERENCE-DUN	COMMUNITY DEVELOPMENT-	235.00
	PLANNING ASSOCIATION	2014 PAW SPRING CONFERENCE-GEM	COMMUNITY DEVELOPMENT-	235.00
	PLANNING ASSOCIATION	2014 PAW SPRING CONFERENCE-HES	COMMUNITY DEVELOPMENT-	235.00
	PLANNING ASSOCIATION	2014 PAW SPRING CONFERENCE-HOL	COMMUNITY DEVELOPMENT-	235.00
90814	PLATT ELECTRIC	CONNECTORS AND FITTINGS	SOURCE OF SUPPLY	42.23
90815	POSTAL SERVICE	STANDARD PERMIT 80 RENEWAL FEE	EXECUTIVE ADMIN	220.00
	POSTAL SERVICE	PERMIT 80 ACCOUNT MAILING	EXECUTIVE ADMIN	4,741.50
90816	PROVIDENCE EVERETT M	INMATE MEDICAL SERVICE	DETENTION & CORRECTION	210.28
	PROVIDENCE EVERETT M		DETENTION & CORRECTION	609.45
	PROVIDENCE EVERETT M		DETENTION & CORRECTION	1,076.99
90817	PUD	ACCT #2047-1751-6	STREET LIGHTING	1.98
	PUD	ACCT #2047-1749-0	STREET LIGHTING	2.12
	PUD	ACCT #2047-1751-6	STREET LIGHTING	3.10
	PUD	ACCT #2050-2647-6	STREET LIGHTING	3.17
	PUD	ACCT #2052-8364-1	STREET LIGHTING	4.69
	PUD	ACCT #2050-2647-6	STREET LIGHTING	4.98
	PUD	ACCT #2021-0219-0	TRANSPORTATION MANAGEM	7.74
	PUD	ACCT #2054-2741-2	PARK & RECREATION FAC	8.28
	PUD	ACCT #2047-1750-8	STREET LIGHTING	18.15
	PUD	ACCT #2047-1749-0	STREET LIGHTING	19.13
	PUD	ACCT #2047-1750-8	STREET LIGHTING	24.06
	PUD	ACCT #2009-9853-2	PARK & RECREATION FAC	33.08
	PUD	ACCT #2022-2076-0	MAINTENANCE	38.64

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 3/6/2014 TO 3/12/2014

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
90817	PUD	ACCT #2016-1018-5	TRANSPORTATION MANAGEM	54.88
	PUD	ACCT #2027-9116-6	PUMPING PLANT	76.35
	PUD	ACCT #2026-7070-9	STREET LIGHTING	78.86
	PUD	ACCT #2023-6853-6	TRANSPORTATION MANAGEM	89.20
	PUD	ACCT #2025-7611-2	STREET LIGHTING	99.72
	PUD	ACCT #2016-7089-0	TRANSPORTATION MANAGEM	100.49
	PUD	ACCT #2021-4048-9	TRANSPORTATION MANAGEM	110.95
	PUD	ACCT #2008-0070-4	STREET LIGHTING	116.12
	PUD	ACCT #2033-4458-5	STREET LIGHTING	129.37
	PUD	ACCT #2019-3119-3	PARK & RECREATION FAC	130.65
	PUD	ACCT #2021-8367-9	TRANSPORTATION MANAGEM	134.63
	PUD	ACCT #2008-6930-3	TRANSPORTATION MANAGEM	138.04
	PUD	ACCT #2008-1280-8	PUMPING PLANT	356.72
	PUD	ACCT #2012-2506-7	PARK & RECREATION FAC	392.09
	PUD	ACCT #2054-1976-5	PUBLIC SAFETY BLDG.	556.96
	PUD	ACCT #2000-8415-0	TRANSPORTATION MANAGEM	833.45
	PUD	ACCT #2026-8928-7	WASTE WATER TREATMENT F	1,286.87
	PUD	ACCT #2024-6155-4	SEWER LIFT STATION	1,289.30
	PUD	ACCT #2026-0420-3	STREET LIGHTING	1,380.56
	PUD	ACCT #2016-3963-0	MAINTENANCE	1,874.25
	PUD	ACCT #2025-7611-2	STREET LIGHTING	1,895.75
	PUD	ACCT #2026-0420-3	STREET LIGHTING	2,070.84
	PUD	ACCT #2028-8209-8	STREET LIGHTING	8,423.03
	PUD		STREET LIGHTING	13,174.50
90818	PUD	POWER FOR WELL PUMP	SOURCE OF SUPPLY	745.00
90819	PUGET SOUND ENERGY	ACCT #220002768939	PUBLIC SAFETY BLDG.	152.37
90820	PUGET SOUND SECURITY	KEYS MADE	WATER RESERVOIRS	20.99
90821	RAY ALLEN MANUFACTUR RAY ALLEN MANUFACTUR	K9 HEAT ALARM PAGER	GENERAL FUND	-88.50
			POLICE PATROL	1,117.49
90822	RAYMOND, KRISTINE	UB 986705290000 6705 29TH PL N	WATER/SEWER OPERATION	147.53
90823	REHRIG PACIFIC COMPA	GARBAGE CARTS AND LIDS	SOLID WASTE OPERATIONS	1,981.71
90824	REIERSSEN, ERIC K & T	UB 038101880000 8101 88TH ST N	WATER/SEWER OPERATION	251.54
90825	REVENUE, DEPT OF	CC USEAGE FEES-4TH QTR 2013	COMMUNITY DEVELOPMENT-	472.70
90826	RICOH USA, INC.	COPIER CHARGES	WASTE WATER TREATMENT F	4.11
	RICOH USA, INC.		PROBATION	5.83
	RICOH USA, INC.		COMMUNITY CENTER	8.55
	RICOH USA, INC.		MAINTENANCE	8.57
	RICOH USA, INC.		GENERAL SERVICES - OVERH	9.66
	RICOH USA, INC.		UTILITY BILLING	22.63
	RICOH USA, INC.		CITY CLERK	25.24
	RICOH USA, INC.		FINANCE-GENL	25.24
	RICOH USA, INC.		PARK & RECREATION FAC	31.71
	RICOH USA, INC.		PERSONNEL ADMINISTRATIO	65.64
	RICOH USA, INC.		MUNICIPAL COURTS	67.42
	RICOH USA, INC.		POLICE PATROL	82.39
	RICOH USA, INC.		ENGR-GENL	99.64
	RICOH USA, INC.		DETENTION & CORRECTION	137.78
	RICOH USA, INC.		LEGAL - PROSECUTION	147.24
	RICOH USA, INC.		EXECUTIVE ADMIN	154.20
	RICOH USA, INC.		UTIL ADMIN	169.31
	RICOH USA, INC.		COMMUNITY DEVELOPMENT-	240.03
	RICOH USA, INC.		POLICE INVESTIGATION	253.73
	RICOH USA, INC.		OFFICE OPERATIONS	638.66
90827	RICOH USA, INC.		MAINTENANCE	27.68
	RICOH USA, INC.		COMMUNITY CENTER	27.68
	RICOH USA, INC.		WASTE WATER TREATMENT F	39.44
	RICOH USA, INC.		GENERAL SERVICES - OVERH	87.53

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 3/6/2014 TO 3/12/2014**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
90827	RICOH USA, INC.	COPIER CHARGES	POLICE PATROL	93.32
	RICOH USA, INC.		PROBATION	107.52
	RICOH USA, INC.		LEGAL - PROSECUTION	130.98
	RICOH USA, INC.		ENGR-GENL	143.48
	RICOH USA, INC.		POLICE INVESTIGATION	143.91
	RICOH USA, INC.		UTILITY BILLING	178.48
	RICOH USA, INC.		EXECUTIVE ADMIN	185.90
	RICOH USA, INC.		CITY CLERK	199.08
	RICOH USA, INC.		FINANCE-GENL	199.08
	RICOH USA, INC.		PERSONNEL ADMINISTRATIO	206.56
	RICOH USA, INC.		DETENTION & CORRECTION	260.48
	RICOH USA, INC.		MUNICIPAL COURTS	299.18
	RICOH USA, INC.		PARK & RECREATION FAC	308.02
	RICOH USA, INC.		UTIL ADMIN	379.25
	RICOH USA, INC.		COMMUNITY DEVELOPMENT-	592.98
	RICOH USA, INC.		OFFICE OPERATIONS	847.69
90828	RODDA	GRAFFITI SUPPLIES	COMMUNITY DEVELOPMENT-	881.94
90829	SALLEE, BONNY	UTILITY TAX REBATE	UTIL ADMIN	37.70
	SALLEE, BONNY		NON-DEPARTMENTAL	38.62
	SALLEE, BONNY		UTIL ADMIN	140.49
90830	SALSBURY, SANDRA		NON-DEPARTMENTAL	15.93
90831	SCWBOA	BASKETBALL REFEREES	RECREATION SERVICES	3,702.00
	SCWBOA		RECREATION SERVICES	4,529.00
90832	SHORES, CAROL A	UB 450971000000 5018 136TH PL	WATER/SEWER OPERATION	20.26
90833	SMALLWOOD, PATRICIA	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
90834	SNO CO ECON DEV COUN	EASC ECONOMIC FORECAST	EXECUTIVE ADMIN	35.00
90835	SNO CO EXPRESS	RENTAL DEPOSIT REFUND	GENERAL FUND	300.00
90836	SNO CO PUBLIC WORKS	ROAD BOND DEBT SERVICE W0108	STORM DRAINAGE	12,979.83
90837	SNOPAC	DISPATCH SERVICES	COMMUNICATION CENTER	75,427.60
90838	SOLID WASTE SYSTEMS	CRADLE BUMPERS	EQUIPMENT RENTAL	90.49
90839	SONSRAY MACHINERY	STARTER	EQUIPMENT RENTAL	243.58
90840	SOUND POWER	CUT BLADE	FACILITY REPLACEMENT	97.69
90841	SOUND SAFETY	JEANS-FILORI	UTIL ADMIN	48.49
	SOUND SAFETY	BOOTS-HAYES	GENERAL SERVICES - OVERH	105.20
	SOUND SAFETY	SAFETY GLASSES, EARPLUGS AND E	ER&R	270.55
	SOUND SAFETY	GLOVES	ER&R	321.46
90842	SPRINGBROOK NURSERY	GRAVEL	PARK & RECREATION FAC	18.04
	SPRINGBROOK NURSERY	SAND	PARK & RECREATION FAC	20.46
90843	STAPLES	OFFICE SUPPLIES	ENGR-GENL	30.03
	STAPLES		UTIL ADMIN	30.04
	STAPLES		SEWER LIFT STATION	40.61
	STAPLES		SEWER LIFT STATION	79.35
	STAPLES		PERSONNEL ADMINISTRATIO	101.06
90844	SUBURBAN PROPANE	TANK RENTAL	MAINTENANCE	1.09
90845	SUBURBAN PROPANE	PROPANE	PARK & RECREATION FAC	1,278.34
90846	SUN BADGE CO	SERGEANT BADGE	GENERAL FUND	-7.81
	SUN BADGE CO		POLICE INVESTIGATION	98.56
90847	SYSTEMS INTERFACE	DRAFTING AND PROJECT SERVICES	WATER CAPITAL PROJECTS	2,095.00
90848	THYSSENKRUPP ELEVATO	PREVENTATIVE MAINTENANCE	ADMIN FACILITIES	205.17
90849	TRANSPORTATION, DEPT	REGISTRATION FEE-SCHOOLCRAFT	UTIL ADMIN	100.00
90850	TRASSEN OPPELT	REFUND ELEC PERMIT FEES	COMMUNITY DEVELOPMENT	250.00
90851	TRIVETT, LARRY	UB 761288500000 7604 83RD AVE	WATER/SEWER OPERATION	186.56
90852	TYACKE, KEN	REIMBURSE MEALS-TRAINING	TRAINING	21.88
90853	TYLER TECHNOLOGIES	UBCIS ONLINE TRAINING	UTILITY BILLING	1,175.00
90854	UNITED PARCEL SERVIC	SHIPPING EXPENSE	WASTE WATER TREATMENT F	3.68
	UNITED PARCEL SERVIC		SEWER PRETREATMENT	20.16
	UNITED PARCEL SERVIC		PUMPING PLANT	24.00

**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>
90854	UNITED PARCEL SERVIC	SHIPPING EXPENSE	TRANSPORTATION MANAGEM	31.61
	UNITED PARCEL SERVIC		POLICE PATROL	111.89
90855	VALMONT	STEEL STREET LIGHT	STREET LIGHTING	2,362.05
90856	VERIZON/FRONTIER	AMR LINES	METER READING	441.50
90857	WASTE MANAGEMENT	YARDWASTE RECYCLE SERVICE	RECYCLING OPERATION	102,687.27
90858	WEED GRAAFSTRA	LEGAL SERVICE	UTIL ADMIN	175.50
	WEED GRAAFSTRA		STORM DRAINAGE	231.25
	WEED GRAAFSTRA		GMA - STREET	351.50
	WEED GRAAFSTRA		SIDEWALKS CONSTRUCTION	542.25
	WEED GRAAFSTRA	FORFEITURES-FEB 2014	POLICE INVESTIGATION	575.25
	WEED GRAAFSTRA	LEGAL SERVICE	GMA - STREET	720.50
	WEED GRAAFSTRA		UTIL ADMIN	999.00
	WEED GRAAFSTRA		ENGR-GENL	1,563.25
	WEED GRAAFSTRA		GMA - STREET	1,580.40
	WEED GRAAFSTRA		LEGAL-GENL	3,472.91
	WEED GRAAFSTRA	LAKESWOOD TRIANGLE CIC VALUATIO	GMA - STREET	4,350.00
	WEED GRAAFSTRA	LEGAL SERVICE	UTIL ADMIN	11,674.77
	WEED GRAAFSTRA		LEGAL-GENL	11,674.78
	WEED GRAAFSTRA		ROADS/STREETS CONSTRUC	16,616.50
90859	WENDT, KATHY	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
90860	WESTERN EDGE LLP	UB 570685400001 2806 179TH PL	WATER/SEWER OPERATION	80.76
90861	WINELAND, CARL	REIMBURSE MEALS-TRAINING	UTIL ADMIN	21.11
	WINELAND, CARL	REIMBURSE TESTING FEES	UTIL ADMIN	180.00
90862	WOLD, MICHAEL H. CO	HAUL GRAVEL	ROADWAY MAINTENANCE	541.66
	WOLD, MICHAEL H. CO		WATER DIST MAINS	541.67
	WOLD, MICHAEL H. CO		STORM DRAINAGE	541.67
	WOLD, MICHAEL H. CO	HAUL ASPHALT	MAINT OF GENL PLANT	1,012.50
90863	WOOD, LISA	INSTRUCTOR SERVICES	RECREATION SERVICES	30.00
	WOOD, LISA		RECREATION SERVICES	36.00
90864	YARGUS, DOROTHY	UTILITY TAX REBATE	NON-DEPARTMENTAL	63.06

WARRANT TOTAL:

713,939.60

REASON FOR VOIDS:
 INITIATOR ERROR
 WRONG VENDOR
 CHECK LOST/DAMAGED IN MAIL
 UNCLAIMED PROPERTY

CHECK #89965

INITIATOR ERROR

(200.00)

713,739.60

Index #5

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: March 24, 2014

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

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the March 5, 2014 payroll in the amount \$1,457,333.71 Check No.'s 27434 through 27474.

COUNCIL ACTION:

Index #6

Notice of Public Hearing

Before the Marysville City Council

Notice is hereby given that pursuant to MMC 3.60.220 (3)(c) the Marysville City Council will hold a Public Hearing at 7:00 p.m., on Monday, March 24, 2014 in the Council Chambers of Marysville City Hall located at 1049 State Avenue, Marysville, Washington.

The purpose of the public hearing is to hear a closed record appeal by Steiner regarding Local Improvement District No. 71.

Additional information may be obtained at the Marysville City Clerk's Office, 1049 State Avenue, Marysville, Washington 98270, (360) 363-8000.

The City of Marysville

Dated: March 17, 2014

Published Marysville Globe: March 22, 2014

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.

**THIS NOTICE IS NOT TO BE REMOVED, MUTILATED OR
CONCEALED IN ANY WAY BEFORE DATE OF HEARING.**

Index #7

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 3/24/14

AGENDA ITEM: Professional Services Agreement between City of Marysville and Greater Marysville Tulalip Chamber of Commerce	
PREPARED BY: Gloria Hirashima, Chief Administrative Officer	DIRECTOR APPROVAL:
DEPARTMENT: Executive	
ATTACHMENTS: <ol style="list-style-type: none"> 1. Tourism Promotion Services Agreement for Visitor Information Center 2. Chamber Services Agreement 	
BUDGET CODE:	AMOUNT: \$40,000

SUMMARY:

The City of Marysville proposes to fund tourism promotion through a contract for the Greater Marysville Area Chamber of Commerce (“Chamber”) to operate a visitor information center (“VIC”). The tourism services agreement will be funded by Hotel Motel funds in the amount of \$20,000, as recommended by the committee and approved by Council in November 2013.

A second agreement is proposed with the Chamber to provide general support of economic development and area promotional services. The agreement provides for \$20,000 from the City for these services.

RECOMMENDED ACTION:
Approve proposed professional services agreements.

TOURISM PROMOTION SERVICES AGREEMENT

The City of Marysville (“City”) and The Greater Marysville Tulalip Chamber of Commerce a Washington Non-profit Corporation, referred to collectively as the “Parties,” enter into the following Agreement for Tourism Promotion services:

I. Scope: The Greater Marysville Tulalip Chamber of Commerce shall provide tourism promotion services for the City as outlined in the 2013/2014 Hotel/Motel Grant Application. Tourism promotion shall mean activities and expenditures designed to increase tourism to the City. Tourism promotion activities may include, but are not limited to, advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists to the City.

II. Term: This agreement shall commence on the date of execution of this Agreement and shall continue in full force and effect until 12/31/2014 unless terminated earlier pursuant to Section VII of this Agreement.

III. Compensation: In consideration of the services provided pursuant to this Agreement the City shall pay The Greater Marysville Tulalip Chamber of Commerce the awarded amount not to exceed \$20,000.00 for Tourism Promotion services as outlined in Hotel/Motel Grant Application. If Hotel/Motel Tax reimbursement receipts total less than the awarded amount, funding will be decreased by that amount. Reimbursement **must** be requested no later than term date indicated in section II in order to be eligible for Compensation. The Greater Marysville Tulalip Chamber of Commerce shall not perform work beyond the Scope of Work, nor shall be compensated for such work, unless the Scope of Work or amount of compensation is modified pursuant to this Agreement.

IV. Relationship of Parties: The Greater Marysville Tulalip Chamber of Commerce represents that it is skilled in the matters addressed in the Scope of Work and is performing independent functions and responsibilities within its field of expertise. The Greater Marysville Tulalip Chamber of Commerce and its personnel are independent contractors and not employees of the City. The Greater Marysville Tulalip Chamber of Commerce and its personnel have no authority to bind the City or to control the City’s employees and other contractors. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants. The Greater Marysville Tulalip Chamber of Commerce will be solely and entirely responsible for its acts and for the acts of agents, employees, representatives and sub-consultants during the performance of this Agreement.

The Greater Marysville Tulalip Chamber of Commerce is responsible for its own management. The City’s administration and enforcement of this Agreement shall not be deemed an exercise of managerial control over The Greater Marysville Tulalip Chamber of Commerce or its personnel.

V. Indemnification: The Greater Marysville Tulalip Chamber of Commerce shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the performance of this Agreement, except for that portion of the injuries and damages caused by the City's sole negligence. The provisions of this section shall survive the expiration or termination of this Agreement.

VI. General Conditions:

The Greater Marysville Tulalip Chamber of Commerce

Page 1 of 6

A. Reports and Information: The Greater Marysville Tulalip Chamber of Commerce shall furnish reports and documents on matters covered by this Agreement. The reports and documents shall be furnished with request for reimbursement and in the format indicated in the attached scope of work. **Such reports and documents shall include: list of festivals and special events with the amount of revenue expended on each festival, special event or tourism-related facility; the estimated number of tourists and/or persons traveling over fifty miles to the destination, and the estimated number of lodging stays generated per festival or tourism-related event.** The Greater Marysville Tulalip Chamber of Commerce shall maintain accounting records in accordance with Generally Accepted Accounting Principles (GAAP) to substantiate all billed amounts.

B. Modification: This Agreement may only be modified by written instrument signed by both Parties.

C. Compliance with Laws: The Greater Marysville Tulalip Chamber of Commerce shall comply with all applicable Federal, State, and local laws in performing its obligations under this Agreement.

VII. Termination: This Agreement may be terminated by either party for convenience upon thirty (30) days written notice to the other party, or for cause if either party fails substantially to perform through no fault of the other and does not commence correction within five (5) days of written notice and diligently completes the correction thereafter. Upon such termination, City will be entitled to reports showing the status of all services The Greater Marysville Tulalip Chamber of Commerce is providing to the City as of the effective date of termination.

VIII. Termination of Other Contracts. This Agreement shall supersede all prior Agreements between the parties relating to the use of Hotel/Motel Tax.

CITY OF MARYSVILLE

The Greater Marysville Tulalip Chamber of Commerce

By: _____

Mayor Jon Nehring

Caldie Rogers

Date: _____

Title: President/CEO

Date: _____

The above-named person hereby certifies that he/she is authorized to execute this agreement on behalf of the above referenced non-profit corporation.

Attest:

Deputy City Clerk

Approved as to form:

Marysville City Attorney

ATTACHMENT A

VISITOR INFORMATION CENTER

SCOPE OF WORK

The goal of the Visitor Information Center (VIC) is to strengthen area economy by promoting the greater Marysville Tulalip area as a desirable place to visit whether for leisure, business, or culture with a focus on enhancing the visibility and growth of businesses within the visitor market.

Free travel and recreation counseling services will be provided to visitors and residents 9:00 a.m. to 5:00 p.m., seven days a week beginning Memorial Day.

A summary of contacts and services rendered will be tracked and reported along with request for reimbursement, at least quarterly, in writing to the City's project manager. The report will demonstrate compliance with each item listed under the scope of work.

The Chamber's scope of work regarding the Visitor Information Center will include:

1. Organize, train, and coordinate an ongoing volunteers to provide services necessary to comply with the contract deliverables;
2. Plan and direct the activities of the VIC including: developing a comprehensive information network, monitoring and updating changes in information, collecting and distributing literature and materials, providing promotional display areas, including such as items as promotional videos in the VIC;
3. Develop cooperative relations with local and statewide chambers of commerce, information centers, visitor and convention bureaus, local community service organizations, other tourist attractions and the State of Washington's Division of Tourism, providing an environment required to adequately respond to requests from visitors, locals and businesses for information and referrals;
4. Work collaboratively with City staff to ensure that efforts are not duplicated and enhanced services are provided to both parties;
5. Plan and coordinate as necessary to comply with the Hotel/Motel Grant Application and the associated Exhibit A (Lodging Tax Report Form) of Attachment C.

ATTACHMENT B

CITY OF MARYSVILLE HOTEL/MOTEL GRANT APPLICATION

RECEIVED

OCT 11 2013

CITY OF MARYSVILLE
EXECUTIVE DEPARTMENT



**City of Marysville
Hotel/Motel Grant Application**

Date of Application: October 7, 2013

Name of Organization: City of Marysville

Contact Person: Sandy Langdon, Finance Director/City Clerk

Mailing Address: 1049 State Avenue

City, State, Zip Code: Marysville, WA 98270

Email address : slangdon@marysvillewa.gov

Telephone Number: 360-363-8017
(Home) (Work) (Fax)

Name of Project: City of Marysville 2014 Visitor/Tourism Support

Date of Event : Services for the 2014 calendar year

Co-Sponsors, if any: The Greater Marysville Tulalip Chamber of Commerce
Name of Organization

Caldie Rogers, President/CEO
Contact Person

8825 34th Avenue NE, Suite C, Marysville, WA, 98271
Address

360-659-7700
Telephone Number

Name of Organization

Contact Person

Address

Telephone Number

City of Marysville * 1049 State Ave * Marysville WA 98270

APPLICATION MUST BE SINGLE SIDED ONLY

Please attach: One (1) formal letters of commitment for each co-sponsor and two (2) copies of minutes reflecting organizational support and matching commitment, charter, and/or by-laws.

1. Does your organization maintain non-profit status with the State of Washington: N/A-Government
 - a) If yes, please attach current State of Washington non-profit status.
 - b) What is your Tax Identification Number: 91-6001459

2. Give a brief description of your organization: The City of Marysville is a government beginning in 1872 as a saw mill and trading post and incorporated as a town in 1891 by James Comeford with Mark Swinnerton as Marysville's first elected Mayor. The City of Marysville provides public safety, transportation and general services to over 61,000 citizens, a flux of visitor, and business allowing them to prosper. During the Roaring Twenties, the City earned the nickname "The Strawberry City" in recognition of the area's overabundance of the sweet, fruity berries, which are celebrated – and eaten – annually in June with the Strawberry Festival and Grand Parade. The Strawberry Festival in 2014 will be the 83rd year of the city's largest visitor draw.

3. Describe in detail the project for which funding is being requested. Include scope of work, duration of project, and expected timeline to be followed: The City of Marysville realizes that marketing the City's attributes and events such as Strawberry Festival and Homegrown promotes visitors and residents activity that ultimately supports Marysville businesses. The project is to contract with The Greater Marysville Tulalip Chamber of Commerce (The Chamber) to provide visitor and tourism services for the City of Marysville. The Chamber's established and convenient location adjacent to I-5 currently caters to visitor needs. The Chamber will assist with the maintenance and distribution of literature and materials to keep visitors aware of the Chambers location and services. The project will also collect and display tourism and recreational promotional videos as well as keep the resource library of community information and businesses up-to-date, allowing for quick visitor reference. The majority of the funding will be used towards staff wages and copy fees.

4. Describe how the project will promote tourism in Marysville and/or how the project meets the expectations of RCW 67.28.1816: The project will promote tourism by providing a convenient visitor source for activities, restaurant, lodging, and business information. The promotional videos inspire

visitors to participate in the many City attributes as well as a return visit for festivals. Hundreds of resource databases are maintained to assist visitors. It is estimated that over 20,000 visits occur at the Chamber's location, as well as telephone calls and e-mail requests. Last year the staff responded to over 850,000 inquires. The Chamber is staffed by paid and volunteer personnel to provide visitor services during the most convenient times. The advantage of local volunteers and personnel is their knowledge of the area to provide tailor designed directions and recommendations for each visitor and their family.

RCW 67.28.1816 specifically allows for lodging tax revenue to be used by a local jurisdiction (City of Marysville, indirectly through a visitor's bureau or destination marketing organization (The Greater Marysville Tulalip Chamber of Commerce)

5. What is the total cost of the project: \$40,000
(Attach a detailed budget for the project)
 - a) Amount of funding requested: \$40,000
 - b) Balance of the project cost: _____

6. What will be the funding source for the balance: General government revenue such as property taxes.

7. When will the funds for the balance of the project become available: Funds will be available after the first of the 2014 year.

8. List any other organizations that are cooperating with this proposals: The Greater Marysville Tulalip Chamber of Commerce

9. Please submit up to three letters of endorsement including writer's relationship with the project proponent and briefly stating his or her reasons for supporting the project.

10. Tourism participation estimates:
 - a) The estimated number of tourists, staying overnight in paid accommodations away from their place of residence or business: Currently approximately 23,000 visit the Chamber during the year, it is estimated that approximately 5% stay overnight in paid accommodations.
 1. Describe the estimate methodology used: _____

Methodology of estimate and measurement will be asking and/or surveying visitors.

- b) The estimated number of persons staying overnight in unpaid accommodations and traveling more than 50 miles: Currently approximately 23,000 visit the Chamber during the year, it is estimated that approximately 5% stay overnight in paid accommodations.
1. Describe the estimate methodology used: Methodology of estimate and measurement will be asking and/or surveying visitors.
- c) The estimated number of persons staying for the day only and traveling more than 50 miles: 5,750 (23,000 X 25%)
1. Describe the estimate methodology used: Methodology of estimate and measurement will be asking and/or surveying visitors.
- d) The estimated number of persons traveling from out-of-state: 5,750 (23,000 X 25%)
1. Describe the estimate methodology used: Methodology of estimate and measurement will be asking and/or surveying visitors.
-

Please be prepared to provide the City with a final estimated number after the festival, special event, or tourism-related facility owned or sponsored by non-profit organizations or local jurisdiction as described in exhibit A.

Fully complete the application. Incomplete applications maybe dismissed as a candidate to receive funding.

Return application to the Marysville Executive office at 1049 State Ave, Marysville WA 98270.



THE Voice and Resource For Business

October 10, 2013

Marysville City Council
City of Marysville
1049 State Avenue
Marysville, WA 98270

Dear City Council,

Please accept our letter of support for the funding submitted by The Greater Marysville Tulalip Chamber of Commerce. The grant request is for the development of a new dynamic website expanding the in depth scope and promotion of all our community offers.

There is no question that The Marysville Tulalip Chamber of Commerce and Visitor Information Center is the first place people turn to when relocating or looking for festivals and shopping experiences. The Chamber is committed to providing the most current information available about local businesses featuring the heart of our communities, park programs and downtown festivals. Their services generates an abundance of positive, visible publicity helping to further market and promote the Marysville Tulalip area as a tourist, visitor, and business destination. Our goal is to provide world class standards of excellence to our area visitors in a manner that elicits their return both as travelers and as potential individuals, families, or business relocations.

Last year the Chamber responded to over 65,000 inquiries and 1,400 walk-ins a month. There is no better investment made by the City of Marysville than to provide the hotel/motel funding needed to expand the promotion of the greater Marysville Tulalip area.

We appreciate the support of the Council and the City of Marysville in facilitating this transfer of funding based on the service the Greater Marysville Tulalip Chamber of Commerce and Regional Visitor Information Center provides to our community and its guests.

Sincerely,

Caldie Rogers
President/CEO

The Greater Marysville Tulalip Chamber of Commerce

www.marysvilletulalipchamber.com

8825 34th Ave NE, Suite C ♦ Tulalip, Washington 98271 ♦ Phone (360) 659-7700 ♦ Fax (360) 653-7539



Parks and Recreation

6915 Armar Road
Marysville, Washington 98270
Phone (360) 363-8400
Fax (360) 651-5089
ci.marysville.wa.us

October 7, 2013

City of Marysville
Hotel Motel Committee
14049 State Ave
Marysville, WA 98270

The role of the Greater Marysville Tulalip Chamber Visitor Information Center is to provide comprehensive information about all services related to those visiting Marysville. The Visitor Information Center or V.I.C., gathers information on the basis of standards it has set and produces a comprehensive databank of travel activity in the greater Snohomish County and Marysville area. It also provides the public with information stored in the databank in all available formats.

The main role of the V.I.C. is to create a positive experience for tourists by providing them with high level of assistance and service and by giving visitors all the necessary information that they need.

Our visitor services have been supported by several key partnerships which represent many local businesses including retail, personal services and special events held within the community. The Marysville V.I.C. has a well established identity to thousands of visitors traveling the I-5 corridor and distributes current information that has been appreciated annually. The City offers a comprehensive schedule of events and opportunities available to both residents and visitors alike and we rely on the volunteers and staff members of the Visitor Information Center to both publish programs and or give directions to those visiting us for the first time.

I support the funding of the Visitor Information Center at appropriate levels so they can continue to provide the level of service we have enjoyed for many years.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Ballew", with a large, stylized flourish at the end.

Jim Ballew- Director of Parks and Recreation



Marysville Historical Society

P.O. Box 41 – 1508-B Third Street

Marysville, WA 98270

www.marysvillehistory.org

Phone: 360-659-3090 Fax: 360-659-0725

October 10, 2013

Marysville City Council
1049 State Ave.
Marysville, WA 98270

Subject: Support for the joint City/Chamber of Commerce 2014 Visitor Tourism Project

Dear Council Members:

The Marysville Historical Society strongly supports the City of Marysville and the Greater Marysville Tulalip Chamber in their efforts to promote tourism to our area. The service they provide keeps the greater Marysville area before the traveling public like nothing else can. Our Temporary Museum on Third Street receives many visitors who mention the Visitor information Center as their source of information. We want that to continue, more especially as we open our new Museum in Late 2014.

The Chamber's leadership in the "Buy Local" campaign has had a very positive effect on local business. We want to support all efforts to improve business and to increase tourism to our area. We ask the Council to please look favorably on this request.

Sincerely,

A handwritten signature in cursive script, appearing to read "Ken", written in black ink.

Kenneth M Cage, President

ATTACHMENT C

Exhibit A

INSTRUCTIONS FOR FILLING OUT THE LODGING TAX REPORT FORM

If you have used or received lodging tax funds to support an event, festival or tourism facility, please provide the following information:

Estimated number of tourists attending each event or tourism facility

Estimated number of persons traveling over 50 miles to the destination and number of persons staying at the destination overnight as a result of the event or tourism facility

Estimated room nights generated by the event, festival or tourism-related facility owned or sponsored by a non-profit organization or local jurisdiction

Any other data that demonstrates the impact of the increased tourism attributable to the festival, event or tourism-related facility.

The attached form should be used to report this information. In the case of a special event or festival, fill out the form after the event is over. Use a separate line in the form for each event. For a tourism-related facility owned by a non-profit organization or owned or sponsored by a local jurisdiction, fill out the report after the end of the calendar year in which the facility operated, providing information that covers the entire year.

We suggest you use the worksheet below to provide a description of the methodology used to determine number of tourists, lodging stays, visitors traveling to the event, festival or using the tourism-related facility, or other data as appropriate.

Event or Tourism Facility Lodging Tax Expenditure Report Worksheet

Festivals, special events and tourism-related facilities owned by

Local Jurisdictions or Non-profit Organizations

Official Report Form is due: _____

1. Organization: _____

2. This report covers:

Event Name: _____ Date: _____

Tourism Facility: _____ Dates: _____

3. Total Lodging Tax funds allocated to this event or facility \$ _____

4. Estimated total event attendance or user count for the facility: _____

Describe methodology used to determine this figure

5. Estimated percentage of total attendance for event or facility by (list separately) 1) tourists;

2) people who traveled more than 50 miles; or 3) people who stayed overnight:

1. Tourists _____ %

2. Traveled _____ %

3. Overnight _____ %

Describe methodology used to determine this figure

6. Estimated total room nights generated:

Describe methodology used to determine this figure

7. Any other information that demonstrates the impacts of the festival, event or tourism-related facility owned by a non-profit organization or local jurisdiction (please describe):

Submitted by: _____

E-mail or phone number: _____

Date: _____

CHAMBER SERVICES AGREEMENT

THE GREATER MARYSVILLE TULALIP CHAMBER OF COMMERCE & CITY OF MARYSVILLE

The CITY OF MARYSVILLE, a municipal corporation of the State of Washington (hereinafter the "City"), with offices located at City Hall, 1049 State Avenue, Marysville, Washington, 98270, and THE GREATER MARYSVILLE TULALIP CHAMBER OF COMMERCE, a Washington nonprofit corporation with offices located at 8825 34th Avenue NE, Suite C, Marysville, Washington, 98271 (hereinafter the "Contractor"), in consideration of the mutual covenants herein, do hereby agree as follows:

- I. **PURPOSE:** This Agreement provides for funding of economic development services between The Greater Marysville Tulalip Chamber of Commerce and the City of Marysville.
- II. **TERM OF AGREEMENT:** Notwithstanding the date of execution hereof, this Agreement shall be in effect from January 1, 2014 to December 31, 2014 both dates inclusive. It is the intent of the parties for the effect of this Agreement to be retroactive to January 1, 2014.
- III. **LIAISON:** The City's Project Manager responsible for this Agreement is Gloria Hirashima, the Chief Administrative Officer. The Contractor's responsible person is Caldie Rogers, the President/CEO.
- IV. **SCOPE OF WORK:** See Exhibit "A" attached and incorporated herein by this reference.
- V. **PAYMENT:** Contractor shall be paid \$20,000.00 per year by the City payable quarterly upon acceptance by the City and compliance with scope of work deliverables. In the event any deliverable is not timely provided or accepted by the City in its reasonable discretion, the City may withhold payment until all deficiencies are corrected by the Contractor. In the event any deficiency is not corrected within thirty (30) days from the City giving written notice to the Contractor, the City may also elect in its sole discretion to terminate this Agreement and shall be relieved of any remaining payment hereunder.
- VI. **INDEMNITY AND INSURANCE:** The Contractor agrees to save, hold harmless, indemnify and defend the City, its officers, agents, employees and elected officials from and against all claims, suits, costs, fees and liability (including cost of defense) arising out of the acts or omissions of Contractor, its employees, subcontractors, or agents (including field work) arising out of or resulting from Contractor's performance of this Agreement.
Contractor will obtain and maintain in force at least the following minimum insurance coverage covering all activity under this Agreement, and as to which the City shall be named as additional insured:

A. Workers Compensation	Statutory Amount
B. Broad Form Comprehensive General Liability	\$1,000,000
C. Automobile Liability	\$ 500,000

Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this contract shall not be limited in any way by any limitation on benefits payable to or for any third party under the workers' compensation acts.

An insurance certificate showing the coverage required under this paragraph VIII will be submitted to the City annually. The City, its officers, agents and employees shall be named as additional insured's as it respects the obligations under this agreement.

- VII. **COMPLIANCE WITH LOCAL LAWS:** The Contractor shall comply with all applicable laws, ordinances, and codes and statutes of the State and local governments.
- VIII. **ASSIGNMENT:** Neither party shall assign or delegate any or all interests in this Agreement without first obtaining the written consent of the other party.
- IX. **STATUS OF CONTRACTOR:** Neither the Contractor nor personnel employed by the Contractor shall acquire any rights or status in the City's employment, nor shall they be deemed employees or agents of the City for any purpose other than as specified herein. Contractor shall be deemed an independent contractor and shall be responsible in full for payment of its employees, including workers' compensation, insurance, payroll deductions, and all related costs. Further, Contractor represents that it is customarily in the business of providing the services described in this Agreement, has its own place of business, is eligible for and does file with the Internal Revenue Service a schedule of business expenses, has established an account with the State Department of Revenue and has received a unified business identifier number, and maintains a separate set of books and records for such business.

EXECUTED, this the _____ day of _____, 2014, for the Contractor,
THE GREATER MARYSVILLE TULALIP CHAMBER OF COMMERCE:

President/CEO

EXECUTED, this the _____ day of _____, 2014, for the
CITY OF MARYSVILLE:

Mayor

Attest: _____
Deputy City Clerk

Approved as to form:

City Attorney

EXHIBIT A
CHAMBER SERVICES AGREEMENT
SCOPE OF WORK

The goal of the Chamber Services Agreement (CSA) is to strengthen area economy by promoting the greater Marysville Tulalip area as a desirable place for business, and culture with a focus on enhancing the visibility and growth of businesses within the Marysville community; and 2) promoting the greater Marysville Tulalip area as a desirable place to invest and live in.

The Chamber's scope of work will include:

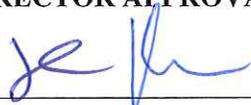
1. Develop cooperative relations with local and statewide chambers of commerce, regional economic development associations such as Economic Alliance of Snohomish County, local community service organizations, other regional visitor information centers, Snohomish County Tourism Bureau, and other organizations, providing an environment required to adequately respond to requests from visitors, locals and businesses for information and referrals;
2. Direct businesses seeking relocation within the Marysville city limits to the City's Community Development Director.
3. Provide a quarterly written report to the City's Project Manager documenting businesses seeking location and/or relocation to the region.
4. Provide a quarterly business directory to the City's Project Manager of current Marysville Tulalip Chamber of Commerce members and contact information.
5. Work collaboratively with City staff to ensure that efforts are not duplicated and enhanced services are provided to both parties.
6. Attend a City Council or City Council subcommittee meeting, such as the Economic Development Committee, to provide an annual review of Chamber business development and economic development activities. This meeting will be scheduled prior to October 31, 2014.

Index #8

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 03/24/2014

AGENDA ITEM: Change to Interlocal Agreement, Snohomish County: Utility Relocate for 67 th Ave Site Distance Project	
PREPARED BY: Kyle Woods	DIRECTOR APPROVAL: 
DEPARTMENT: Engineering	
ATTACHMENTS: Binding Letter of Agreement, Previously approved Agenda Bill, Exhibit C – Project utility costs	
BUDGET CODE: 40220594.563000	AMOUNT: \$14,020.30

SUMMARY:

An additional \$14,020.30 is needed to complete the current Interlocal Agreement with Snohomish County regarding the utility relocate for 67th Ave Site Distance Project . The additional funds are in addition to the previous \$50,000 allocated to the agreement with Snohomish County. The accepted bid was higher than anticipated by city and county staff, therefore additional funds will be needed to complete the utility relocate.

For reference the original Agenda Bill regarding this Interlocal Agreement is attached.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign the Binding Letter of Agreement with Snohomish County. Staff also recommends that Council authorize the Mayor to approve the additional \$14,020.30 needed to complete the Interlocal Agreement previously approved on 5/28/13.

**BINDING LETTER OF AGREEMENT
TO THE INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND
THE CITY OF MARYSVILLE
FOR UTILITY RELOCATION AND CONSTRUCTION ASSOCIATED WITH
67TH AVE NE/132ND STREET NE SIGHT DISTANCE IMPROVEMENT PROJECT**

THIS AGREEMENT, made and entered into by and between the CITY OF MARYSVILLE, hereinafter referred to as the "CITY," and SNOHOMISH COUNTY, hereinafter referred to as the "COUNTY," both of which are located in and existing under the laws of the State of Washington.

WHEREAS, the CITY and the COUNTY executed an interlocal agreement, hereinafter referred to as the "INTERLOCAL," dated September 3, 2013, concerning design, construction and COUNTY management of the utility relocation and construction associated with the 67th Avenue NE between 132nd Street NE and Hill Top Road, also known as County Road Project RC 1654, hereinafter referred to as the "PROJECT"; and

WHEREAS, Section VIII (Extra Work) of the INTERLOCAL provides that if a change results in an increased cost that exceeds the estimate in Exhibit B (Utility Work Description) by more than \$10,000 per incident or, cumulatively by more than the "Contingency" amount, then written approval must be secured from the CITY in the form of a Binding Letter of Agreement, describing the changed scope of work and the estimated change in cost; and

WHEREAS, the PROJECT contract bid amount for the WATER SYSTEM is greater than the original amount shown on Exhibit C for water system provided for the project; and

WHEREAS, the bid amount for the WATER SYSTEM including State Sales tax of 7.7% is \$51,092.88 as shown in the attached REVISED PROJECT COST; and

WHEREAS, the CITY and the COUNTY agree that it is necessary to accomplish the relocation work as part of the PROJECT, and that the cost will be paid in accordance with the PROJECT'S financial plan;

NOW, THEREFORE, it is mutually agreed as follows:

1. The PROJECT scope, as described in Exhibit B (Utility Work Description) of the INTERLOCAL, does not require revision.
2. The PROJECT cost estimate, as approved in Exhibit C (Preliminary Cost Summary) of the INTERLOCAL provides "Contingency" funds in the amount of \$3,550. The estimated change in cost is \$18,846.53 and will be charged against the PROJECT's "Contingency" funds and additional funds by the City.

Binding Letter of Agreement
Between Snohomish County and City of Marysville
for 67th Ave NE/132nd St NE Sight Distance Improvement Project

- 3. All other terms and conditions of the INTERLOCAL between the COUNTY and the CITY for the 67th Ave NE/132nd St NE Sight Distance Improvement Project between 132nd St NE and Hill Top Road; executed on September 3, 2013 remain in effect.
- 4. This Binding Letter of Agreement shall become effective immediately upon execution by both parties below.

IN WITNESS WHEREOF, the parties hereto have executed this Binding Letter of Agreement as of this _____ day of _____, 2014.

SNOHOMISH COUNTY

CITY OF MARYSVILLE

Public Works Director Date

Mayor Date

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 5/28/2013

AGENDA ITEM: Interlocal Agreement with Snohomish County: Utility Relocate for 67 th Ave Site Distance Project	
PREPARED BY: Paul Federspiel, Project Engineer	DIRECTOR APPROVAL:
DEPARTMENT: Engineering	
ATTACHMENTS: Interlocal Agreement	
BUDGET CODE: 40220594.563000	AMOUNT: \$50,000

SUMMARY:

Snohomish County is currently undertaking a roadway sight distance improvement project. The project is on 67th Avenue and starts at the north side of 132nd Street and terminates at Hilltop Road. The proposed lowering of the roadway surface will leave a portion of a City water main with insufficient cover. Therefore, that portion of the water main will need to be lowered approximately 2 feet in elevation.

Relocating the water main in advance of the County's project will be far more difficult than performing the work during the County's project. The City has requested that the County include the lowering of the water main in their scope of work to be performed by the County's contractor.

The project will begin in the fall of this year.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign the Interlocal Agreement with Snohomish County in an amount of \$45, 173.75 with a management reserve of \$4,826.25 for a total \$50,000.

EXHIBIT C

UTILITY WORK FOR
THE CITY OF MARYSVILLE
ASSOCIATED WITH
THE 67TH AVE NE/132ND ST NE SIGHT DISTANCE IMPROVEMENT PROJECT

PROJECT REVISED ESTIMATE

Construction (CN):	Original Estimate	Revised estimate
Water System	\$35,500	\$47,440.00
Sales Tax at 7.7%		\$ 3652.88
Subtotal CN	\$35,500	\$51,092.88
Construction Engineering (15% CN of Water system)	\$5,325	\$7,116.00
Contingency (10% CN)	\$3,550	\$4,744.00
Administrative Overhead (15% CE)	\$798.75	\$1,067.40
Total Utility Work Cost	\$45,173.75	\$64,020.30

Index #9

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 3/24/14

AGENDA ITEM: Underwriting Engagement Disclosure Letter Regarding LID 71 Bonds	
PREPARED BY: Sandy Langdon, Finance Director/City Clerk	DIRECTOR APPROVAL:
DEPARTMENT: Finance	
ATTACHMENTS: Engagement Disclosure Letter Resolution 2348	
BUDGET CODE:	AMOUNT:

SUMMARY:

With Local Improvement District No. 71 in its final stages we begin to prepare for the issuance of bonds to pay off the Bond Anticipation Note.

To assist with the issuance, as per the Debt Policy (Resolution 2348-section 5.5.4) we solicited the services of an underwriter through the Request for Proposal (RFP) process. There were three submittals that were reviewed and interviewed. D.A. Davidson & Co. provided the best proposal.

RECOMMENDED ACTION:
Staff recommends Council authorize the Mayor to sign the D.A. Davidson & Co. Underwriting Engagement Disclosure Letter Regarding LID No. 71 Bonds

March ~~1924~~, 2014

Ms. Sandy Langdon
 Finance Director
 City of Marysville
 1049 State Ave.
 Marysville, WA 98270

Re: Underwriting Engagement Disclosure Letter
 City of Marysville, Washington
 Local Improvement District No. 71 Bonds

Dear Sandy,

On behalf of D.A. Davidson & Co. (“we” or “Davidson”), we wish to thank you for the opportunity to serve as underwriter for City of Marysville (“Issuer”) on its proposed offering and issuance of Local Improvement District No. 71 Bonds (the “Securities”). This letter will confirm the initial terms of our engagement; however, it is anticipated that this letter will be replaced and superseded by a bond purchase agreement to be entered into by the parties (the “Purchase Agreement”) if and when the Securities are priced following successful completion of the offering process.

1. Services to be Provided by Davidson. The Issuer hereby engages Davidson to serve as managing underwriter of the proposed offering and issuance of the Securities, and in such capacity Davidson agrees to provide the following services:

- Review and evaluate the proposed terms of the offering and the Securities
- Develop a marketing plan for the offering, including identification of potential investors
- Contact potential investors, provide them with Issuer approved offering-related information, respond to their inquiries and, if requested, coordinate their due diligence sessions
- Consult with bond counsel, financial advisor, and other service providers about the offering and the terms of the Securities
- Inform the Issuer of the marketing and offering process
- Subject to Issuer approval, negotiate the pricing, including the interest rate, and other terms of the Securities

- Obtain CUSIP number(s) for the Securities and arrange for their DTC book-entry eligibility
- Assist the City's financial advisor in planning and arranging for the closing and settlement of the issuance and the delivery of the Securities
- Such other usual and customary underwriting services as may be requested by the Issuer

Davidson may provide incidental financial advisory services, including advice as to the structure, timing, terms and other matters concerning the issuance of the Securities. Davidson is required to make the following disclosure pursuant to MSRB Rule G-23: Davidson will be providing such services in its capacity as underwriter and not as a financial advisor to the Issuer. As underwriter, Davidson will not be required to purchase the Securities except pursuant to the terms of the Purchase Agreement, which will not be signed until successful completion of the pre-sale offering period. This letter does not obligate Davidson to purchase any of the Securities.

2. No Advisory or Fiduciary Role. The Issuer acknowledges that: (i) the primary role of Davidson, as an underwriter, is to purchase Securities, for resale to investors, in an arm's-length commercial transaction between the Issuer and Davidson and that Davidson has financial and other interests that may differ from those of the issuer; (ii) Davidson is not acting as a municipal advisor, financial advisor, or fiduciary to the Issuer and has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether Davidson has provided other services or is currently providing other services to the Issuer on other matters); and (iii) the Issuer has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate.

In addition, the Issuer acknowledges receipt of certain regulatory disclosures as required by the Municipal Securities Rulemaking Board that are attached to this agreement as Exhibit A. Issuer further acknowledges that Davidson may be required to supplement or make additional disclosures as may be necessary as the specific terms of the transaction progress.

3. Fees and Expenses. Davidson's proposed underwriting fee/spread will be .625% of the principal amount of the Securities issued. The underwriting fee/spread will represent the difference between the price that Davidson pays for the Securities and the public offering price stated on the cover of the final official statement. The Issuer shall be responsible for paying all other costs of issuance, including without limitation, bond counsel, financial advisor, ratings agency (if any), underwriter's counsel and all other expenses incident to the performance of the Issuer's obligations under the proposed offering. Davidson agrees that if the Securities are not issued, Davidson will not be reimbursed for fees and expenses.

4. Term and Termination. The term of this engagement shall extend from the date of this letter to the closing of the offering of the Securities. Notwithstanding the forgoing, either party may terminate Davidson’s engagement at any time without liability of penalty upon at least 10 days’ prior written notice to the other party.

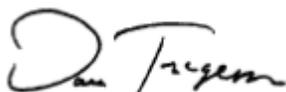
65. Miscellaneous. This letter shall be governed and construed in accordance with the laws of the State of Washington. This ~~Agreement-engagement letter~~ may not be amended or modified except by means of a written instrument executed by both parties hereto. It is anticipated that this letter will be replaced by a Purchase Agreement which shall be substantially in the form attached as Exhibit B. This ~~Agreement-letter~~ may not be assigned by either party without the prior written consent of the other party.

If there is any aspect of this ~~Agreement-letter~~ that you believe requires further clarification, please do not hesitate to contact us. If the foregoing is consistent with your understanding of our engagement, please sign and return the enclosed copy of this letter.

Again, we thank you for the opportunity to assist you with your proposed financing and the confidence you have placed in us.

Very truly yours,

D.A.DAVIDSON & CO.



By: _____

Title: Managing Director

This Letter and Agreement is hereby accepted for and on behalf of the City of Marysville on this ___ day of March, 2014.

By: _____

Title: Finance Director

EXHIBIT A

D.A. Davidson & Co. (hereinafter referred to as “Davidson” or “underwriter”) intends/ proposes to serve as an underwriter, and not as a financial advisor or municipal advisor, in connection with the issuance of the Bonds.

As part of our services as sole underwriter, Davidson may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds.

Disclosures Concerning the Underwriters Role:

- (i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors.
- (ii) The underwriters' primary role is to purchase the Bonds with a view to distribution in an arm's-length transaction with the Issuer. The underwriters financial and other interests ~~that~~ may differ from those of the Issuer.
- (iii) Unlike a municipal advisor, the underwriters do not have a fiduciary duty to the Issuer under the federal securities laws and are, therefore, not required by federal law to act in the best interests of the Issuer without regard to their own financial or other interests.
- (iv) The underwriters have a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with their duty to sell the Bonds to investors at prices that are fair and reasonable.

Disclosures Concerning the Underwriters Compensation:

As underwriter, Davidson will be compensated by ~~a fee and/or~~ an underwriting discount that is described in the engagement letter and that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

Additional Conflicts Disclosure:

Davidson has not identified any additional potential or actual material conflicts that require disclosure but will disclose any other conflict which it becomes aware of during the course of its engagement.

Risk Disclosures Pursuant to MSRB Rule G-17 - Fixed Rate Bonds

The following is a general description of the financial characteristics and security structures of fixed rate municipal bonds (“Fixed Rate Bonds”), as well as a general description of certain financial risks that you should consider before deciding whether to issue Fixed Rate Bonds.

Financial Characteristics

Maturity and Interest. Fixed Rate Bonds are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies and authorities. Maturity dates for Fixed Rate Bonds are fixed at the time of issuance. The maturity date is expected to be 22 years (assuming a 20-year assessment roll) from the date of issuance. Interest on the Fixed Rate Bonds anticipated to be paid annually at a stated fixed rate or rates for each maturity date.

Redemption. Fixed Rate Bonds may be subject to optional redemption, which allows you, at your option, to redeem some or all of the bonds on a date prior to scheduled maturity to take advantage of any assessment prepayments. The bonds ~~may~~ also be subject to mandatory redemption from assessment prepayments.

For any optional redemption, you will be required to send out a notice of optional redemption to the holders of the bonds, usually not less than 30 days prior to the redemption date. Fixed Rate Bonds with term maturity dates also may be subject to mandatory sinking fund redemption, which requires you to redeem specified principal amounts of the bonds annually in advance of the term maturity date. The mandatory sinking fund redemption price is 100% of the principal amount of the bonds to be redeemed.

Security

Payment of principal of and interest on a municipal security, including Fixed Rate Bonds, may be backed by various types of pledges and forms of security, some of which are described below.

Local Improvement District Bonds. Pledge of Assessment Payments. Assessments collected in the LID, together with interest and penalties, if any, are pledged to the payment of the Bonds which are payable solely out of the Bond Fund, the Local Improvement Guaranty Fund of the City, in the manner provided by law. The Bonds are not general obligations of the City.

The description above regarding "Security" is only a brief summary of certain possible security provisions for the bonds and is not intended as legal advice. You should consult with your bond counsel for further information regarding the security for the bonds.

Financial Risk Considerations

Certain risks may arise in connection with your issuance of Fixed Rate Bonds, including some or all of the following:

Issuer Default Risk. You may be in default if the funds pledged to secure your bonds are not sufficient to pay debt service on the bonds when due. The consequences of a default may be serious for you and, depending on applicable state law and the terms of the authorizing documents, the holders of the bonds may be able to exercise a range of available remedies against you. Other budgetary adjustments also may be necessary to enable you to provide sufficient funds to pay debt service on the bonds. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, you may find it necessary to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the bonds.

This description is only a brief summary of issues relating to defaults and is not intended as legal advice. You should consult with your bond counsel for further information regarding defaults and remedies.

Redemption Risk. Your ability to redeem the bonds prior to maturity may be limited, depending on the terms of any optional redemption provisions and LID considerations. In the event that interest rates decline, you may be unable to take advantage of the lower interest rates to reduce debt service.

Refinancing Risk. If your financing plan contemplates refinancing some or all of the bonds at maturity (for example, if you have term maturities or if you choose a shorter final maturity than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent you from refinancing those bonds when required. Further, limitations in the federal tax rules on advance refunding of bonds (an advance refunding of bonds occurs when tax-exempt bonds are refunded more than 90 days prior to the date on which those bonds may be retired) may restrict your ability to refund the bonds to take advantage of lower interest rates.

Reinvestment Risk. You may have proceeds of the bonds to invest prior to the time that you are able to spend those proceeds for the authorized purpose. Depending on market conditions, you may not be able to invest those proceeds at or near the rate of interest that you are paying on the bonds, which is referred to as “negative arbitrage”.

Tax Compliance Risk. The issuance of tax-exempt bonds is subject to a number of requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS). You must take certain steps and make certain representations prior to the issuance of tax-exempt bonds. You also must covenant to take certain additional actions after issuance of the tax-exempt bonds. A breach of your representations or your failure to comply with certain tax-related covenants may cause the interest on the bonds to become taxable retroactively to the date of issuance of the bonds, which may result in an increase in the interest rate that you pay on the bonds or the mandatory redemption of the bonds.

The IRS also may audit you or your bonds, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. If the bonds are declared taxable, or if you are subject to audit, the market price of your bonds may be adversely affected. Further, your ability to issue other tax-exempt bonds also may be limited.

This description of tax compliance risks is not intended as legal advice and you should consult with your bond counsel regarding tax implications of issuing the bonds.

If you or any other Issuer officials have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with the Issuer's own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.

March 24, 2014

Ms. Sandy Langdon
Finance Director
City of Marysville
1049 State Ave.
Marysville, WA 98270

Re: Underwriting Engagement Disclosure Letter
City of Marysville, Washington
Local Improvement District No. 71 Bonds

Dear Sandy,

On behalf of D.A. Davidson & Co. (“we” or “Davidson”), we wish to thank you for the opportunity to serve as underwriter for City of Marysville (“Issuer”) on its proposed offering and issuance of Local Improvement District No. 71 Bonds (the “Securities”). This letter will confirm the initial terms of our engagement; however, it is anticipated that this letter will be replaced and superseded by a bond purchase agreement to be entered into by the parties (the “Purchase Agreement”) if and when the Securities are priced following successful completion of the offering process.

1. Services to be Provided by Davidson. The Issuer hereby engages Davidson to serve as managing underwriter of the proposed offering and issuance of the Securities, and in such capacity Davidson agrees to provide the following services:

- Review and evaluate the proposed terms of the offering and the Securities
- Develop a marketing plan for the offering, including identification of potential investors
- Contact potential investors, provide them with Issuer approved offering-related information, respond to their inquiries and, if requested, coordinate their due diligence sessions
- Consult with bond counsel, financial advisor, and other service providers about the offering and the terms of the Securities
- Inform the Issuer of the marketing and offering process
- Subject to Issuer approval, negotiate the pricing, including the interest rate, and other terms of the Securities

- Obtain CUSIP number(s) for the Securities and arrange for their DTC book-entry eligibility
- Assist the City's financial advisor in planning and arranging for the closing and settlement of the issuance and the delivery of the Securities
- Such other usual and customary underwriting services as may be requested by the Issuer

Davidson may provide incidental financial advisory services, including advice as to the structure, timing, terms and other matters concerning the issuance of the Securities. Davidson is required to make the following disclosure pursuant to MSRB Rule G-23: Davidson will be providing such services in its capacity as underwriter and not as a financial advisor to the Issuer. As underwriter, Davidson will not be required to purchase the Securities except pursuant to the terms of the Purchase Agreement, which will not be signed until successful completion of the pre-sale offering period. This letter does not obligate Davidson to purchase any of the Securities.

2. No Advisory or Fiduciary Role. The Issuer acknowledges that: (i) the primary role of Davidson, as an underwriter, is to purchase Securities, for resale to investors, in an arm's-length commercial transaction between the Issuer and Davidson and that Davidson has financial and other interests that may differ from those of the issuer; (ii) Davidson is not acting as a municipal advisor, financial advisor, or fiduciary to the Issuer and has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether Davidson has provided other services or is currently providing other services to the Issuer on other matters); and (iii) the Issuer has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate.

In addition, the Issuer acknowledges receipt of certain regulatory disclosures as required by the Municipal Securities Rulemaking Board that are attached to this agreement as Exhibit A. Issuer further acknowledges that Davidson may be required to supplement or make additional disclosures as may be necessary as the specific terms of the transaction progress.

3. Fees and Expenses. Davidson's proposed underwriting fee/spread will be .625% of the principal amount of the Securities issued. The underwriting fee/spread will represent the difference between the price that Davidson pays for the Securities and the public offering price stated on the cover of the final official statement. The Issuer shall be responsible for paying all other costs of issuance, including without limitation, bond counsel, financial advisor, ratings agency (if any), underwriter's counsel and all other expenses incident to the performance of the Issuer's obligations under the proposed offering. Davidson agrees that if the Securities are not issued, Davidson will not be reimbursed for fees and expenses.

4. Term and Termination. The term of this engagement shall extend from the date of this letter to the closing of the offering of the Securities. Notwithstanding the forgoing, either party may terminate Davidson’s engagement at any time without liability of penalty upon at least 10 days’ prior written notice to the other party.

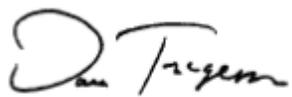
5. Miscellaneous. This letter shall be governed and construed in accordance with the laws of the State of Washington. This engagement letter may not be amended or modified except by means of a written instrument executed by both parties hereto. It is anticipated that this letter will be replaced by a Purchase Agreement which shall be substantially in the form attached as Exhibit B. This letter may not be assigned by either party without the prior written consent of the other party.

If there is any aspect of this letter that you believe requires further clarification, please do not hesitate to contact us. If the foregoing is consistent with your understanding of our engagement, please sign and return the enclosed copy of this letter.

Again, we thank you for the opportunity to assist you with your proposed financing and the confidence you have placed in us.

Very truly yours,

D.A.DAVIDSON & CO.

By: 

Title: Managing Director

This Letter and Agreement is hereby accepted for and on behalf of the City of Marysville on this ___ day of March, 2014.

By: _____

Title: Finance Director

EXHIBIT A

D.A. Davidson & Co. (hereinafter referred to as “Davidson” or “underwriter”) intends/ proposes to serve as an underwriter, and not as a financial advisor or municipal advisor, in connection with the issuance of the Bonds.

As part of our services as sole underwriter, Davidson may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds.

Disclosures Concerning the Underwriters Role:

- (i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors.
- (ii) The underwriters' primary role is to purchase the Bonds with a view to distribution in an arm's-length transaction with the Issuer. The underwriters financial and other interests may differ from those of the Issuer.
- (iii) Unlike a municipal advisor, the underwriters do not have a fiduciary duty to the Issuer under the federal securities laws and are, therefore, not required by federal law to act in the best interests of the Issuer without regard to their own financial or other interests.
- (iv) The underwriters have a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with their duty to sell the Bonds to investors at prices that are fair and reasonable.

Disclosures Concerning the Underwriters Compensation:

As underwriter, Davidson will be compensated by an underwriting discount that is described in the engagement letter and that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

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The following is a general description of the financial characteristics and security structures of fixed rate municipal bonds (“Fixed Rate Bonds”), as well as a general description of certain financial risks that you should consider before deciding whether to issue Fixed Rate Bonds.

Financial Characteristics

Maturity and Interest. Fixed Rate Bonds are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies and authorities. Maturity dates for Fixed Rate Bonds are fixed at the time of issuance. The maturity date is expected to be 22 years (assuming a 20-year assessment roll) from the date of issuance. Interest on the Fixed Rate Bonds anticipated to be paid annually at a stated fixed rate or rates for each maturity date.

Redemption. Fixed Rate Bonds may be subject to optional redemption, which allows you, at your option, to redeem some or all of the bonds on a date prior to scheduled maturity to take advantage of any assessment prepayments. The bonds may also be subject to mandatory redemption from assessment prepayments.

For any optional redemption, you will be required to send out a notice of optional redemption to the holders of the bonds, usually not less than 30 days prior to the redemption date. Fixed Rate Bonds with term maturity dates also may be subject to mandatory sinking fund redemption, which requires you to redeem specified principal amounts of the bonds annually in advance of the term maturity date. The mandatory sinking fund redemption price is 100% of the principal amount of the bonds to be redeemed.

Security

Payment of principal of and interest on a municipal security, including Fixed Rate Bonds, may be backed by various types of pledges and forms of security, some of which are described below.

Local Improvement District Bonds. Pledge of Assessment Payments. Assessments collected in the LID, together with interest and penalties, if any, are pledged to the payment of the Bonds which are payable solely out of the Bond Fund, the Local Improvement Guaranty Fund of the City, in the manner provided by law. The Bonds are not general obligations of the City.

The description above regarding "Security" is only a brief summary of certain possible security provisions for the bonds and is not intended as legal advice. You should consult with your bond counsel for further information regarding the security for the bonds.

Financial Risk Considerations

Certain risks may arise in connection with your issuance of Fixed Rate Bonds, including some or all of the following:

Issuer Default Risk. You may be in default if the funds pledged to secure your bonds are not sufficient to pay debt service on the bonds when due. The consequences of a default may be serious for you and, depending on applicable state law and the terms of the authorizing documents, the holders of the bonds may be able to exercise a range of available remedies against you. Other budgetary adjustments also may be necessary to enable you to provide sufficient funds to pay debt service on the bonds. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, you may find it necessary to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the bonds.

This description is only a brief summary of issues relating to defaults and is not intended as legal advice. You should consult with your bond counsel for further information regarding defaults and remedies.

Redemption Risk. Your ability to redeem the bonds prior to maturity may be limited, depending on the terms of any optional redemption provisions and LID considerations. In the event that interest rates decline, you may be unable to take advantage of the lower interest rates to reduce debt service.

Refinancing Risk. If your financing plan contemplates refinancing some or all of the bonds at maturity (for example, if you have term maturities or if you choose a shorter final maturity than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent you from refinancing those bonds when required. Further, limitations in the federal tax rules on advance refunding of bonds (an advance refunding of bonds occurs when tax-exempt bonds are refunded more than 90 days prior to the date on which those bonds may be retired) may restrict your ability to refund the bonds to take advantage of lower interest rates.

Reinvestment Risk. You may have proceeds of the bonds to invest prior to the time that you are able to spend those proceeds for the authorized purpose. Depending on market conditions, you may not be able to invest those proceeds at or near the rate of interest that you are paying on the bonds, which is referred to as “negative arbitrage”.

Tax Compliance Risk. The issuance of tax-exempt bonds is subject to a number of requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS). You must take certain steps and make certain representations prior to the issuance of tax-exempt bonds. You also must covenant to take certain additional actions after issuance of the tax-exempt bonds. A breach of your representations or your failure to comply with certain tax-related covenants may cause the interest on the bonds to become taxable retroactively to the date of issuance of the bonds, which may result in an increase in the interest rate that you pay on the bonds or the mandatory redemption of the bonds.

The IRS also may audit you or your bonds, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. If the bonds are declared taxable, or if you are subject to audit, the market price of your bonds may be adversely affected. Further, your ability to issue other tax-exempt bonds also may be limited.

This description of tax compliance risks is not intended as legal advice and you should consult with your bond counsel regarding tax implications of issuing the bonds.

If you or any other Issuer officials have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with the Issuer's own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.

EXHIBIT B
CITY OF MARYSVILLE
LOCAL IMPROVEMENT DISTRICT NO. 71 BONDS
 \$ _____

BOND PURCHASE AGREEMENT

_____, 2014

City of Marysville
 Marysville, Washington

Ladies and Gentlemen:

D.A. Davidson & Co. (the “Underwriter”) offers to enter into this Bond Purchase Agreement (the “Agreement”) with the City of Marysville, Washington (the “City”), regarding \$ _____ aggregate principal amount of the City’s Local Improvement District No. 71 Bonds (the “Bonds”), which upon acceptance of this offer by the City will be binding upon the City and the Underwriter. This offer is made subject to the Underwriter’s receipt of the documents described herein and to the City’s acceptance by executing this Agreement and delivering it to the Underwriter at or prior to 11:00 p.m. Pacific Time on the date hereof. If not so accepted, this offer will be subject to withdrawal by the Underwriter upon notice delivered to the City at any time prior to acceptance hereof by the City. Upon acceptance of this offer in accordance with its terms, this Agreement will constitute a binding contract between the City and the Underwriter.

Unless otherwise defined herein, all capitalized terms used in this Agreement have the meanings given them in the Bond Ordinance (as defined in Section 3 of this Agreement) or in the Official Statement (as defined in Section 3 of this Agreement) if not defined in the Bond Ordinance.

The City and the Underwriter hereby agree as follows:

1. PURCHASE AND SALE

On the terms and conditions and on the basis of the representations, warranties and covenants herein set forth, the Underwriter hereby agrees to purchase from the City, and the City hereby agrees to execute, sell and deliver to the Underwriter, all (but not less than all) of the Bonds. Proceeds of the Bonds shall be used to (i) finance the cost of improvements within the Local Improvement District No. 71 (“LID No. 71”), including without limitation repayment of a bond anticipation note of the City issued to provide interim financing for those costs, (ii) make a deposit to the Local Improvement Guaranty Fund, and (iii) pay costs of issuing the Bonds.

The Bonds will be dated the date of their initial delivery to the Underwriter and are anticipated to be delivered to the Underwriter on _____, 2014. The Bonds shall be fully registered as to both principal and interest, shall bear interest at the rates per annum calculated in

such manner, payable as to principal and interest and with redemption provisions and other terms and provisions as set forth in the Bond Ordinance and as described on Exhibit A attached hereto.

The purchase price for the Bonds is \$_____, representing the par amount of the Bonds, plus/less original issue premium/discount of \$_____, and less an underwriting discount of \$_____.

Public Financial Management, Inc. (the “Financial Advisor”) has informed the City that the yield and price for the Bonds reflect market conditions at the time the Bonds were priced and the Underwriter’s compensation is consistent with compensation for other bond issues of similar size and credit.

2. CLOSING

Subject to the terms and conditions hereof, the delivery of the Bonds and payment of the purchase price therefor (the “Closing”) will take place at the offices of Foster Pepper PLLC in Seattle, Washington, at 8:30 a.m., Pacific Time, on May __, 2014, or at such other time or place, or on such other day, as the Underwriter and the City shall agree. At the Closing:

(a) the City shall deliver to the Underwriter (i) the Bonds, as provided in clause (c) of this section, and (ii) the other instruments and documents required to be delivered pursuant to Section 5(f) hereof;

(b) the purchase price for the Bonds shall be paid to the City in federal funds (by wire transfer or by any combination of one or more wire transfers as may be agreeable to the City and the Underwriter); and

(c) the Bonds initially shall be held in fully registered form by The Depository Trust Company (“DTC”) acting as depository pursuant to the terms and conditions set forth in the City’s Blanket Issuer Letter of Representations with DTC. The Bonds will be issued initially as a single bond representing the aggregate principal amount of the sole maturity of the Bonds and be registered in the name of Cede & Co., as the nominee of DTC. The Bonds shall be delivered to the Bond Registrar as agent for DTC in accordance with DTC’s Fast Automated Securities Transfer procedures, unless an alternate arrangement is made between the parties. The Bonds delivered hereunder shall bear proper CUSIP numbers to be obtained by the Underwriter (provided, however, that neither the printing of an incorrect CUSIP number on any Bond nor the failure to print the CUSIP number thereon shall constitute cause for the Underwriter to refuse delivery of any Bond).

3. DELIVERIES TO BE MADE UPON ACCEPTANCE; DELIVERY OF OFFICIAL STATEMENT

At or prior to the time of the execution of this Agreement, the City shall deliver to the Underwriter (a) copies of Ordinance No. _____ of the City authorizing the issuance of the Bonds and the sale of the Bonds to the Underwriter, certified by the City Clerk to have been duly passed and to be in full force and effect as of the date hereof (the “Bond Ordinance”), (b) an electronic version of the Preliminary Official Statement of the City dated _____, 2014 (the “Preliminary Official Statement”), relating to the Bonds, which, together with the cover and

inside cover pages thereof and all appendices, exhibits, reports and statements included therein or attached thereto and such amendments or supplements thereto as shall have been approved by the Underwriter as of the date hereof, is hereinafter referred to as the “Official Statement,” and (c) a certificate of the City’s Finance Director (as the Designated Representative of the City under the Bond Ordinance), in substantially the form set forth on Exhibit B attached hereto, “deeming final” the Preliminary Official Statement except as to certain specified items.

As soon as possible, but in any event no more than seven business days after the time of the City’s acceptance hereof and at least three business days prior to the Closing, the City must deliver to the Underwriter a reasonable number of hard copies of the Official Statement, if one is printed, and the final electronic copy of the Official Statement (in the form of the Preliminary Official Statement with such changes as have been approved by the Underwriter) as required to permit the Underwriter to comply with the requirements of the Municipal Securities Rulemaking Board (“MSRB”) and Rule 15c2-12 of the Securities and Exchange Commission (“Rule 15c2-12”), including but not limited to the requirement that the Official Statement be filed by the Underwriter with the MSRB. The City hereby ratifies, approves and confirms the distribution and use of the Preliminary Official Statement by the Underwriter and authorizes the Underwriter to use and distribute the Official Statement in connection with the public offering and sale of the Bonds.

If, from the date of this Agreement and up to and including 25 days after the “end of the underwriting period” (as such term is defined in Rule 15c2-12), any event occurs or any preexisting fact becomes known by the City that might or would cause the Official Statement to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the City shall promptly notify the Underwriter, and if, in the reasonable opinion of the Underwriter, such event requires preparation and distribution of a supplement or amendment to the Official Statement, the City will, at its expense, supplement or amend the Official Statement in a form and in a manner approved by the Underwriter, which approval may not be unreasonably withheld. The end of the underwriting period will be the date of the Closing unless the Underwriter informs the City otherwise in writing. If the Official Statement is supplemented or amended pursuant to this subsection, as of the date of each supplement or amendment thereto, to the best of the City’s knowledge after due review and investigation, the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit or fail to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

4. REPRESENTATIONS AND WARRANTIES OF THE CITY

The City hereby represents and warrants to the Underwriter, and (as applicable) covenants to the Underwriter, as follows:

(a) The City is a municipal corporation, duly organized and existing under the laws and constitution of the State of Washington (the “State”). The City has all requisite legal right, power and authority (i) to enter into this Agreement, (ii) to pass the Bond Ordinance, (iii) to execute, issue, sell and deliver the Bonds as provided herein and to perform its obligations with respect thereto, (iv) to execute, deliver and perform this Agreement, (v) to execute and

deliver the Official Statement, (vi) to undertake the improvements financed by LID No. 71, (vii) to apply the Bond proceeds for the purposes described in the Official Statement, and (viii) to consummate the transactions to which it is or is to be a party as described in this Agreement, the Bond Ordinance, the Bonds and the Official Statement. The City, by all necessary action on its part, has duly authorized (i) the execution, delivery and performance of this Agreement and the Bonds, (ii) the passage of the Bond Ordinance and the issuance of the Bonds thereunder, (iii) the approval, execution and delivery of the Official Statement by the City and the Underwriter's use of the Official Statement, and (iv) the pledge by the Bond Ordinance of (A) assessments collected from LID No. 71 and (B) the Local Improvement Guaranty Fund to pay and secure payment of the Bonds, and (v) the consummation by the City of the transactions to which it is or is to be a party as contemplated by this Agreement, the Bond Ordinance, the Bonds and the Official Statement.

(b) The City acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Agreement is an arm's-length commercial transaction between the City and the Underwriter, (ii) in connection with this transaction, the Underwriter is acting solely as a principal and not as an agent or a fiduciary of the City, (iii) the Underwriter has not assumed a fiduciary responsibility in favor of the City with respect to the offering of the Bonds or the process leading thereto (whether or not the Underwriter has advised or is currently advising the City on other matters) or any other obligation to the City except the obligations expressly set forth in this Agreement, (iv) the City has consulted with its own legal and financial advisors to the extent it has deemed appropriate in connection with the sale of the Bonds, and (v) the Underwriter has financial and other interests that differ from those of the City.

(c) The Bond Ordinance authorizes the City to enter into a written agreement or contract constituting an undertaking to provide ongoing disclosure about the Bonds, the City and LID No. 71 for the benefit of the owners of the Bonds as required by paragraph (b)(5)(i) of Rule 15c2-12 and in the form discussed in the Official Statement.

(d) This Agreement, the Official Statement, and the Bonds (when delivered and paid for at the Closing) have been or at the Closing shall be duly authorized, approved, executed, delivered and (in the case of the Bonds) registered and issued. This Agreement constitutes, and the Bonds, when registered, issued, executed and delivered, will constitute, legal, valid and binding obligations of the City, enforceable in accordance with their terms, except to the extent that enforceability is subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting creditors' rights.

(e) The City is not in breach of, or in default under, any indenture, bank loan or credit agreement, bond or note, nor is the City in default under any statute, ordinance, resolution or (in any material respect) any other agreement or instrument, regulation, order, decree, license, permit, judgment, ruling or law or constitutional provision to which the City is a party, which breach or default would adversely affect the validity or enforceability of the Bonds.

(f) The adoption of the Bond Ordinance, the execution, delivery and performance of this Agreement, the issuance and sale of the Bonds and the consummation of the transactions contemplated hereby and by these documents will not in any material respect conflict with or constitute on the part of the City a breach of or default under any agreement,

indenture, bond, note, statute, ordinance, resolution or other instrument to which the City is a party or to which it is bound or subject.

(g) Except as described in the Official Statement, no litigation or other action, suit, proceeding, inquiry or investigation before or by any court or agency or other administrative body (either of the State or the United States Government) is pending or, to the knowledge of the City, threatened, that in any way restrains or enjoins, or threatens or seeks to restrain or enjoin, the issuance, sale or delivery of the Bonds or in any way contests, questions or affects (i) the validity or enforceability of any provision of the Bonds, the Bond Ordinance or this Agreement; (ii) the imposition or collection of the assessments from LID No. 71; (iii) the pledge by the Bond Ordinance of (A) assessments collected from LID No. 71 and (B) the Local Improvement Guaranty Fund to pay and secure payment of the Bonds; (iv) the accuracy, completeness or fairness of the Official Statement; or (v) the legal existence of the City, the title of its elected officers to their respective offices, or the City's legal ability to perform its obligations under this Agreement or with respect to the Bonds, or to consummate any of the transactions to which it is or is to be a party as contemplated by this Agreement, the Bond Ordinance, the Bonds or the Official Statement; and to the best knowledge of the City's Finance Director, after due inquiry, there is no other event or circumstance that would have a material adverse effect on the power or ability of the City to perform its obligations under this Agreement or with respect to the Bonds or to consummate the transactions to which it is or is to be a party as contemplated by this Agreement, the Bond Ordinance, the Bonds or the Official Statement.

(h) The Bonds and the Bond Ordinance conform in all material respects to the descriptions thereof contained in the Official Statement.

(i) The Official Statement as of the date of this Agreement is true and complete in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the information contained therein not misleading. However, no representation or warranty need be given with respect to information in the Official Statement under the captions "THE LID NO. 71 – Special Benefit Study," or "TAX MATTERS," the information concerning DTC in "Appendix D – BOOK-ENTRY ONLY SYSTEM," and the information in "Appendix C – FORM OF LEGAL OPINION."

(j) Except as described in the Official Statement, the City does not intend to issue or incur, and the City is not aware of any plans to issue or incur, prior to the issuance of the Bonds, bonds, notes or other obligations, nor does the City intend to issue or incur, and the City is not aware of any plans to issue or incur prior to the issuance of the Bonds, bonds, notes or other obligations, or any liabilities, direct or contingent, that will have a material adverse effect on the financial condition of the City, nor does the City expect there to be any adverse change of a material nature in the financial position, results of operations or condition, financial or otherwise, of the City.

(k) Except as described in the Official Statement, the City has complied with its prior written undertakings under Rule 15c2-12.

(l) Except as described in the Official Statement, all approvals, consents and other actions by, and all filings or registrations with or notices to, any governmental or administrative authority or agency having jurisdiction in the matter required to be obtained by the City as a condition precedent to the performance by the City of its obligations hereunder, or under the Bonds and the Bond Ordinance, have been obtained and are in full force and effect (except no representation is made as to compliance with any Blue Sky laws).

(m) Any certificate signed by any authorized officer or other authorized representative of the City and delivered to the Underwriter shall be deemed a representation and warranty by the City to the Underwriter as to the statements made therein with the same effect as if such representation and warranty were set forth herein.

(n) The City will furnish such information, execute such instruments and take such other action not inconsistent with law or established policy of the City in cooperation with the Underwriter as may be requested (i) to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States of America as may be designated by the Underwriter and (ii) to determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions, and use its best efforts to continue such qualifications in effect so long as required for the distribution of the Bonds; provided, however, that the City shall not be required to execute a general or special consent to service of process or qualify to do business in connection with any such qualification or determination in any jurisdiction. The City consents to the Underwriter's use of the Bond Ordinance, this Agreement and the Official Statement in obtaining such qualifications.

(o) The City has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the City is a bond issuer whose arbitrage certificates may not be relied upon.

(p) The financial statements of the City contained or incorporated by reference in the Official Statement fairly present the financial position of the City as of the dates and for the periods therein set forth, such financial statements have been prepared in accordance with generally accepted accounting principles applicable to governmental entities in the State, except to the extent described therein, and there has been no material adverse change in the financial position or results of operations of the City from those set forth in the Official Statement.

5. CONDITIONS TO THE OBLIGATIONS OF THE UNDERWRITER

In addition to any other conditions herein stated, the obligations of the Underwriter hereunder are subject to the following conditions:

(a) The Bonds shall be issued and secured under and pursuant to the Bond Ordinance and shall be as described in and shall have the terms and conditions set forth in the Bond Ordinance and the Official Statement.

(b) At the time of the Closing, (i) the Bond Ordinance shall be in full force and effect and shall not have been amended, modified or supplemented; (ii) this Agreement shall be in full force and effect; (iii) the City shall perform or have performed all of its respective

obligations required under or specified in this Agreement, and the Bond Ordinance to be performed at or prior to the Closing; and (iv) all actions by or on behalf of the City or otherwise necessary to execute, authenticate, issue, deliver and sell the Bonds pursuant hereto and to give effect to the pledge of (A) assessments from LID No. 71, and (B) the Local Improvement Guaranty Fund to pay and secure payment of the Bonds, and other provisions of the Bond Ordinance shall have been taken.

(c) As of the date of the Official Statement, the Official Statement did not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, and at the time of the Closing, the Official Statement shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading. However, no warranty or representation need be made with respect to the information in the Official Statement contained under the captions “THE LID NO. 71 – Special Benefit Study,” or “TAX MATTERS,” the information concerning DTC in “Appendix D – BOOK-ENTRY ONLY SYSTEM,” and the information in “Appendix C – FORM OF LEGAL OPINION.”

(d) Subsequent to the respective dates as of which information is given in the Official Statement, and prior to the time of the Closing, no material adverse change, or any development involving a prospective material adverse change, in the condition of the City, financial or otherwise, shall have taken place (other than as referred to in or contemplated by the Official Statement), and if prior to the Closing such an event occurs the City shall promptly notify the Underwriter, and if in the opinion of the Underwriter and its counsel that event requires a supplement or amendment to the Official Statement, the City will supplement or amend the Official Statement at its expense, in a form and in a manner approved by the Underwriter.

(e) The representations and warranties of the City contained herein shall have been true and complete on the date made and shall be true and complete at the time of the Closing with the same effect as if made at such time.

(f) At or prior to the Closing, unless otherwise agreed by the Underwriter in writing, the Underwriter shall receive the following documents:

(i) An approving legal opinion of Foster Pepper PLLC (“Bond Counsel”), dated the date of the Closing and addressed to the Underwriter, in substantially the form attached to the Official Statement as Appendix C.

(ii) A supplemental opinion of Bond Counsel dated the date of the Closing and addressed to the Underwriter, to the effect that (A)(1) the City has the legal right, power and authority to adopt the Bond Ordinance and to enter into this Agreement, (2) to issue, sell and deliver the Bonds to the Underwriter, (3) to perform its obligations under the Bond Ordinance and this Agreement, and (4) to carry out the transactions described in the Bond Ordinance and this Agreement; (B) the City has duly adopted the Bond Ordinance and has duly authorized, executed and delivered this Agreement, and, assuming due execution and delivery of this Agreement by the Underwriter, this Agreement and the Bond Ordinance constitute the legal,

valid and binding obligations of the City, enforceable in accordance with their terms, except to the extent that enforceability is subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting creditors' rights; (C) the City has duly authorized an appropriate representative to "deem final" the Preliminary Official Statement in accordance with Rule 15c2-12 and to approve and execute the Official Statement; (D) the Bonds have been duly authorized, executed and delivered and are entitled to the benefits and security provided by the Bond Ordinance; (E) the Bond Ordinance creates the valid pledge of (1) assessments collected from LID No. 71 and (2) the Local Improvement Guaranty Fund to pay and secure payment of the Bonds that it purports to create; (F) no consent or approval of, or registration or filing with, any commission, board, authority, reimbursement body or instrumentality of the State is or was required in connection with any of the actions of the City described in the preceding clauses hereof, except such consents, approvals, registrations or filings as have been obtained on or prior to this date; provided, however, that no opinion is to be provided with respect to compliance with any Blue Sky laws; (G) the Bonds and their offer and sale are exempt from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"), and the Bond Ordinance is exempt from qualification under the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"); (H) the statements contained in the Official Statement under the captions "INTRODUCTION," "THE BONDS," "SECURITY," "INITIATIVE AND REFERENDUM," "TAX MATTERS," "APPROVAL OF BOND COUNSEL" and "COMMITMENT TO PROVIDE CONTINUING DISCLOSURE," and in "Appendix C – FORM OF LEGAL OPINION," insofar as such statements purport to summarize certain provisions of the Bonds, the Bond Ordinance, State law and Bond Counsel's legal opinions concerning federal tax matters relating to the Bonds, are true and correct; and (I) based solely upon their participation as Bond Counsel in certain conferences with representatives of the City, the City's Attorney, the Underwriter, the Financial Advisor and Underwriter's counsel, during which conferences the contents of the Official Statement and related matters were discussed, and without having undertaken to determine independently the accuracy and completeness of the statements contained in the Official Statement, except as expressly set forth in the preceding clause (H), no facts came to the attention of the attorneys of such counsel rendering legal services in connection with their representation as Bond Counsel that caused them to believe that the Official Statement (except for information concerning DTC, the book-entry system and Appendix D to the Official Statement, information in the official statement under the captions "THE LID NO. 71 – Special Benefit Study," or information in "Appendix A – ECONOMIC AND DEMOGRAPHIC INFORMATION," and any references to such information set forth in the Official Statement, and other financial, demographic, economic and statistical data and projections included in the Official Statement, as to all of which no opinion need be expressed) as of its date contained, or that the Official Statement as the same may have been amended or supplemented prior to the date of the Closing (except as aforesaid) as of the date of the Closing contains, any untrue statement of a material fact or that the Official Statement omitted as of its date, or that the Official Statement as so amended or supplemented omits as of the date of the Closing, to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were or are made, not misleading; provided, however, in giving the opinion described in this clause (I) Bond Counsel need not undertake an examination of such scope as may be necessary to qualify for a "due diligence" defense to federal or state securities laws and Bond Counsel's conclusions described in this clause (I) regarding the content of the Official Statement may be so qualified.

(iii) An opinion, dated the date of the Closing and addressed to the Underwriter, of K&L Gates LLP (“Underwriter’s Counsel”) to the effect that (A) the Bonds constitute exempted securities within the meaning of Section 3(a)(2) of the Securities Act, and Section 304(a)(4)(A) of the Trust Indenture Act, and it is not necessary, in connection with the offering and sale of the Bonds, to register any securities under the Securities Act or to qualify the Bond Ordinance under the Trust Indenture Act; (B) the City’s undertaking to provide certain continuing disclosure information pursuant to paragraph (b)(5) of Rule 15c-12 provides a suitable basis for the Underwriter reasonably to determine, pursuant to paragraph b(5)(i) of Rule 15c-12, that the City has undertaken in a written agreement or contract for the benefit of the holders of the Bonds to provide the annual financial information and notices required by Rule 15c-12; and (C) based upon their examination of information made available to them in the course of their participation in the preparation of the Official Statement as Underwriter’s Counsel and without having undertaken to determine independently or assuming any responsibility for the accuracy, completeness or fairness of the statements contained in the Official Statement, such counsel have no reason to believe that the Official Statement as of the Closing contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except that no opinion or belief need be expressed as to any financial, demographic, economic and statistical data and projections contained in the Official Statement or as to the information set forth in the Official Statement under the captions “THE BONDS - Book-Entry Bonds” or the information concerning DTC in “Appendix D – BOOK-ENTRY ONLY SYSTEM”). In rendering the opinion provided above, Underwriter’s Counsel may rely upon the approving opinion of Bond Counsel, to the extent that such opinion addresses the validity of the Bonds, the Bond Ordinance and the governmental status of the City.

(iv) A certificate of the City executed by the City’s Finance Director, dated the date of the Closing, to the effect that on the date of this Agreement and as of the date of Closing (A) the representations and warranties of the City contained in this Agreement are true and correct in all material respects on and as of the date of the Closing with the same effect as if made at the time of the Closing; (B) the Official Statement as of the date of this Agreement and as of the date of the Closing, was and is true and complete in all material respects and does not contain an untrue statement of a material fact or omit or fail to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except that no representation or warranty need be made with respect to the information contained in the Official Statement under the captions “THE LID NO. 71 – Special Benefit Study,” or “TAX MATTERS,” the information in “Appendix C – FORM OF LEGAL OPINION” and the information concerning DTC and the book-entry system in “Appendix D – BOOK-ENTRY ONLY SYSTEM”); (C) that the City is not then in default as to any covenant, obligation or agreement contained in any resolution or other proceeding relating to any obligations for borrowed money of the City; (D) nothing has come to his or her attention to lead him or her to believe that the financial information and statistical data in the Official Statement contain any untrue statement of a material fact or omit or fail to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (however, no warranty or representation need be made with respect to the information contained in the Official Statement under the captions “THE LID NO. 71 – Special Benefit Study,” or “TAX MATTERS,” the information in “Appendix C – FORM OF LEGAL OPINION” and the information concerning

DTC and the book-entry system in “Appendix D – BOOK-ENTRY ONLY SYSTEM”); (E) the City has never defaulted in the payment of principal or interest on any of its obligations for borrowed money; and (F) the City has complied in all material respects with all agreements and satisfied in all material respects all conditions contemplated by this Agreement and the Bond Ordinance on the City’s part to be performed or satisfied at or prior to the delivery of the Bonds.

(v) An opinion of the City Attorney dated the date of the Closing and addressed to the Underwriter in substantially the form set forth on Exhibit C attached hereto.

(vi) The Official Statement and each supplement or amendment, if any, thereto, executed on behalf of the City by the Finance Director.

(vii) Evidence satisfactory to the Underwriter that the Bonds have been rated “___” by Moody’s Investors Service.

(viii) A certificate dated the date of Closing in form and substance satisfactory to Bond Counsel and signed by the City’s Finance Director (a) addressing matters relevant to the tax-exempt status of interest on the Bonds and setting forth facts, estimates and circumstances (including covenants of the City) in existence on the date of the Closing sufficient to support the conclusion that the proceeds of the Bonds are not expected to be used in a manner that would cause the Bonds to be “arbitrage bonds” within the meaning of the Internal Revenue Code of the 1986, as amended (the “Code”), and stating that to the best of his knowledge and belief, there are no other facts, estimates or circumstances that would adversely affect such expectations.

(ix) A DTC Blanket Issuer Letter of Representations, executed by the City and accepted by DTC.

(x) Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the accuracy, as of the date hereof and as of the Closing, of the City’s representations and warranties contained in this Agreement and in the Official Statement and contained in any of the certificates or other documents referred to in this Agreement, as the same may be supplemented or amended, and the due performance and satisfaction by the City at or prior to the Closing of all agreements then to be performed and all conditions then to be satisfied by the City.

All certificates, opinions and other documents and instruments delivered pursuant to this Section 5 shall be satisfactory in form and substance to the Underwriter and to Underwriter’s Counsel; provided, however, that their approval of the form and substance shall not be unreasonably withheld.

6. TERMINATION OF CONTRACT

The Underwriter shall have the right in its sole discretion to cancel the Underwriter’s obligations hereunder to purchase the Bonds (and such cancellation shall not constitute a default hereunder) by notifying the City of its election to do so between the date hereof and the Closing if, at any time hereafter and prior to the Closing:

(a) The marketability of the Bonds or the market price thereof, in the opinion of the Underwriter, has been materially adversely affected by (i) an amendment to the Constitution of the United States of America or any legislation that shall have been introduced in or enacted by the Congress of the United States; (ii) legislation pending in the Congress of the United States; or (iii) legislation (including any amendment thereto, whether or not in formal bill form) recommended to the Congress of the United States or otherwise endorsed for passage (by press release, other form of notice or otherwise) by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives; or (iv) legislation (including any amendment thereto, whether or not in formal bill form) proposed that may have an effective date prior to the Closing for consideration by either such Committee or by any member thereof or presented as an option for consideration by either such Committee by the staff of such Committee, or by the staff of the Joint Committee on Taxation of the Congress of the United States; or (v) legislation favorably presented for passage to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration; (vi) a decision by a court of the United States or the Tax Court of the United States; or (vii) a ruling, regulation or official statement by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency, with respect to federal taxation of revenues or other income of the general character expected to be derived by the City or upon interest received on securities of the general character of the Bonds or that would change, directly or indirectly, the federal income tax consequences resulting from ownership of or receipt of interest on securities of the general character of the Bonds in the hands of the owners thereof.

(b) Any legislation, ordinance, resolution, rule or regulation shall be introduced in or be enacted by any governmental body, department or agency in the State, or a decision by a court within the State shall be rendered, which in the Underwriter's opinion, materially adversely affects the marketability of the Bonds or the ability of the Underwriter to enforce contracts for sale of the Bonds.

(c) In the Underwriter's reasonable opinion, any act or event shall exist or may exist that requires or has required an amendment or supplement to the Official Statement, or the subject matter of any amendment or supplement to the Official Statement materially and adversely affects (i) the market price or marketability of the Bonds or (ii) the ability of the Underwriter to enforce contracts for sale of the Bonds.

(d) The New York Stock Exchange or other national securities exchange, the MSRB, the Financial Industry Regulatory Authority ("FINRA"), or any governmental authority or agency shall impose, as to the Bonds or obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the offering, sale and distribution, or extension of credit in connection with the purchase of the Bonds.

(e) There shall be in force a general suspension of trading on the New York Stock Exchange, or any other major United States stock exchange or a general banking

moratorium shall have been established by the United States or New York or Washington State authorities.

(f) Any amendment to the Constitution of the United States of America, any legislation enacted by the United States of America, any decision of any court of the United States of America, or any order, ruling, regulation or official statement issued or made by or on behalf of the Securities and Exchange Commission, or of any other governmental agency having jurisdiction over the subject matter, having the effect that obligations of the general character of the Bonds, or the Bonds, are not exempt from the registration requirements of the Securities Act, or that the Bond Ordinance is not exempt from qualification under the Trust Indenture Act.

(g) Any rating of obligations of the City shall have been downgraded or withdrawn by a national rating service, which event, in the Underwriter's reasonable opinion, materially adversely affects the market price of the Bonds, or any proceeding shall be pending or threatened by the Securities and Exchange Commission or the Attorney General of the State against the City relating to the Bonds.

(h) There shall have occurred any outbreak or escalation of hostilities or any national or international calamity or crisis including financial crisis, the effect of which on the financial markets of the United States being such, as in the reasonable judgment of the Underwriter, would make it impracticable for the Underwriter to market the Bonds or to enforce contracts for the sale of the Bonds.

7. EFFECT OF TERMINATION

If the sale of the Bonds to the Underwriter, as herein contemplated, is not carried out by the Underwriter for any reason permitted hereunder, or if such sale is not carried out because the City shall be unable to comply with any of the terms hereof, the City shall be under no obligation or liability under this Agreement (except to the extent provided in Section 8 hereof), and the Underwriter shall be under no obligation or liability to the City.

8. PAYMENT OF COSTS

(a) Whether or not the Bonds are issued as contemplated by this Agreement, the Underwriter shall be under no obligation to pay, and the City hereby agrees to pay, any expenses incident to the performance of the City's obligations hereunder, including but not limited to (i) the costs of preparation and printing of the Bonds and the Bond Ordinance, preparation, printing and distribution of the Official Statement, and preparation of all other documents prepared by the City or its counsel; (ii) the fees and disbursements of Bond Counsel; (iii) the fees and disbursements of other counsel to the City; (iv) the fees of the Bond Registrar; (v) the fees and disbursement of accountants, consultants and advisors to the City, including, without limitation, the fees of the financial advisors to the City; and (vi) any other expenses and costs of the City, including costs and expenses of credit enhancement, if any, of the City incident to the performance of its obligations in connection with the authorization, issuance and sale of the Bonds to the Underwriter.

(b) The Underwriter shall pay (i) any fees assessed upon the Underwriter with respect to the Bonds by the MSRB or the FINRA; (ii) all advertising expenses in connection with

any public offering of the Bonds; (iii) the costs of qualifying the Bonds under the Blue Sky or other securities laws of such jurisdictions as the Underwriter may determine and the costs of the preparation and printing of Blue Sky memoranda; and (iv) all other costs and expenses incurred by them in connection with any public offering and distribution of the Bonds, including the fees and disbursements of Underwriter's Counsel.

9. NOTICES

Any notice or other communication to be given to the City under this Agreement may be given by delivering the same in writing to the City of Marysville, 1049 State Ave., Marysville, WA 98270, Attention: Finance Director, and any such notice or other communication to be given to the Underwriter may be given by delivering the same in writing to D.A. Davidson & Co., 701 Fifth Avenue, Suite 4050, Seattle, WA 98104, Attention: David Trageser, Managing Director.

10. GENERAL

This Agreement is made solely for the benefit of the City and the Underwriter (including any successor of the Underwriter), and no other party or person shall acquire or have any right hereunder or by virtue hereof. All representations and agreements in this Agreement shall remain operative and in full force and effect regardless of any investigation made by or on behalf of an Underwriter and shall survive the delivery of the Bonds and any termination of this Agreement.

11. UNDERWRITER REPRESENTATIONS AND OBLIGATIONS.

The Underwriter represents that it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and it is licensed by and registered with the FINRA as a broker-dealer and with the MSRB as a municipal bonds dealer. The Underwriter agrees to comply with all applicable laws and regulations governing the underwriting of the Bonds.

The Underwriter shall execute and deliver on the Closing Date an issue price or similar certificate, in form and substance reasonably satisfactory to the City and Bond Counsel, (i) confirming the initial reoffering prices ("initial Reoffering Prices") at which each maturity of the Bonds was reasonably expected on the sale date to be sold to the public, exclusive of bond houses, brokers, and similar persons or organizations acting in the capacity of underwriters or wholesalers ("Public Buyers"); (ii) certifying that a bona fide offering of the Bonds has been made to Public Buyers; (iii) stating the first price at which a substantial amount (at least 10%) of each maturity of the Bonds was sold to Public Buyers; and (iv) if the first price at which a substantial amount of any maturity of the Bonds does not conform to the Initial Reoffering Price of that maturity, providing an explanation of the facts and circumstances that resulted in that non-conformity.

12. WAIVERS

Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the City hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriter may be waived by the Underwriter at its discretion.

13. EFFECTIVENESS OF CONTRACT

This Agreement shall become effective upon the execution hereof by the City's Finance Director and the execution of the acceptance hereof by the Underwriter and shall be valid and enforceable as of the time of such execution and acceptance.

14. GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State.

15. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Respectfully submitted,

D.A. DAVIDSON & CO.

By: _____
David Trageser, Managing Director

CITY OF MARYSVILLE

By: _____
Sandy Langdon, Finance Director

Accepted: _____, 2014

Time: _____

EXHIBIT A

City of Marysville, Washington

Local Improvement District No. 71 Bonds

\$ _____

Maturity (_____)	Principal Amount	Interest Rate	Yield
_____	\$ _____	____%	____%

The Bonds will be dated and bear interest from the date of their delivery to the Underwriter, calculated on the basis of a 360-day year consisting of twelve 30-day months, payable annually on each _____ 1, commencing _____, 2015, to their stated date of maturity or prior redemption.

Estimated Redemption Schedule

(_____)	Principal Amount
_____	\$ _____

EXHIBIT B**Form of “Deemed Final” Certificate****City of Marysville****Local Improvement District No. 71 Bonds**

\$_____

**RULE 15c2-12 CERTIFICATION
REGARDING PRELIMINARY OFFICIAL STATEMENT**

The undersigned hereby certifies and represents to D.A. Davidson & Co. (the “Underwriter”) that:

1. I am authorized to execute and deliver this certificate on behalf of the City of Marysville (the “City”), as provided in Ordinance No. _____ of the City passed on April 14, 2014; and

2. For the sole purpose of enabling the Underwriter to comply with Securities and Exchange Commission Rule 15c2-12(b)(1) under the Securities Exchange Act of 1934 (the “Rule”), I hereby “deem final” as of its date the Preliminary Official Statement, dated _____, 2014, which sets forth information concerning the Bonds and the City (the “Preliminary Official Statement”). The Underwriter is advised that, in accordance with the Rule, the Preliminary Official Statement may omit any or all of the following information: the offering price, interest rates, underwriter’s discount, aggregate principal amount and principal amounts per maturity, delivery date, redemption provisions, rating, and other terms of the Bonds depending on such matters.

DATED: _____, 2014.

Sandy Langdon, Finance Director
City of Marysville

EXHIBIT C

Form of City Attorney's Opinion

[DATE OF CLOSING]

D.A. Davidson & Co.
Seattle, Washington

**Re: City of Marysville, Washington
Local Improvement District No. 71 Bonds - \$_____**

Ladies and Gentlemen:

I am the duly appointed and acting City Attorney for the City of Marysville (the "City"), and have acted as such in connection with the transactions provided for by the documents referred to herein in connection with the City's issuance and sale of the above-referenced Bonds (the "Bonds") sold pursuant to a Bond Purchase Agreement dated _____, 2014 (the "Agreement"), between D.A. Davidson & Co. ("Underwriter") and the City. Any capitalized term used in this opinion and not defined herein has the meaning given to it in the Agreement.

In this connection, we have reviewed and examined (i) the Bond Ordinance; (ii) the Agreement; and (iii) the Official Statement. Based on such review and such other considerations of law and fact as we believe to be relevant, we are of the opinion that:

1. The City is a municipal corporation, duly organized and existing under the laws of the state of Washington.
2. The City's execution and delivery of the Agreement and the Bonds, the City's adoption of the Bond Ordinance, and the City's compliance with the terms and conditions of the Agreement, the Bonds and the Bond Ordinance, have not resulted and will not result in either (a) a conflict with or a breach of any writ, injunction or decree of any court; or (b) a breach of or default under the terms or provisions of any agreement to which the City is a party or by which the City is bound; in each case which conflict, breach or default would have a material adverse effect on the City's authority to pay and secure the payment of principal of and interest on the Bonds as contemplated by the Bond Ordinance.
3. Except as described in the Official Statement, no litigation or other action, suit, proceeding, inquiry or investigation before or by any court or agency or other administrative body (either of the State or the United States Government) is pending or, to our knowledge, threatened, that in any way restrains or enjoins, or threatens or seeks to restrain or enjoin, the issuance, sale or delivery of the Bonds or in any way contests, questions or affects (i) the validity or enforceability of any provision of the Bonds, the Bond Ordinance or this Agreement; (ii) the City's pledge under the Bond Ordinance of assessments from LID No. 71, the Local Improvement Guaranty Fund to pay and secure payment of the Bonds; (iii) the accuracy, completeness or fairness of the Official Statement; (iv) the legal existence of the City, the title of its elected officers to their respective offices, or (v) the City's legal ability to perform its obligations under this Agreement, or with respect to the Bonds or to consummate any of the

transactions to which it is or is to be a party as described in this Agreement, the Bond Ordinance, the Bonds or the Official Statement.

4. The statements contained in the Official Statement under the caption "NO LITIGATION CONCERNING THE BONDS," insofar as such statements purport to summarize litigation or the absence of litigation affecting the City, the Bonds or the LID No. 71, present a fair and accurate summary of such litigation and are true and correct.

Very truly yours,

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. 2348

**A RESOLUTION OF THE CITY OF MARYSVILLE ADOPTING A POLICY
FOR THE MANAGEMENT OF THE CITY'S DEBT**

WHEREAS, the City Council of the City of Marysville deems to ensure that all City debt is issued and managed both prudently and cost effectively, and

WHEREAS, the City Council of the City of Marysville desires to set forth guidelines for the issuance and management of all financings of the City, and

WHEREAS, the Marysville City Treasurer (Director of Finance) has recommended the attached debt management policy, and

WHEREAS, the City of Marysville's debt management policy has been written in accordance with the Association of Public Treasurers of the United State & Canada (APT US&C) guidelines.

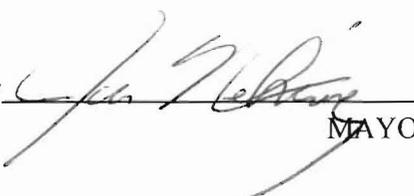
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON AS FOLLOWS:

Section 1. The policy for the management of the City's debt set forth in the document entitled "City of Marysville Debt Management Policy", which is attached hereto and incorporated herin by this reference as if set forth in full is hereby adopted as official policy for the management of the City's debt.

Section 2. That the adoption of the document entitled City of Marysville Debt Management Policy, replaces all previous City of Marysville Debt Management Policies.

PASSED by the City Council and APPROVED by the Mayor this 22 day of July, 2013.

CITY OF MARYSVILLE

By 
MAYOR

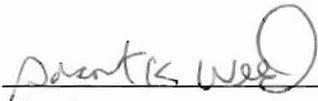
ATTEST:



City Clerk

Deputy

APPROVED AS TO FORM:



City Attorney

City of Marysville Debt Management Policy

The Debt Policy for the City of Marysville (City) is established to help ensure that all debt is issued both prudently and cost effectively. The Debt Policy sets forth guidelines for the issuance and management of all financings of the City. Adherence to the policy is essential to ensure that the City maintains a sound debt position and protects the credit quality of its obligations while providing flexibility and preserving financial stability.

1.0 Uses of Debt

1.1 City of Marysville uses debt as a mechanism to equalize the costs of needed capital improvements for the benefit of both present and future citizens;

1.2 City of Marysville uses debt as a mechanism to reduce the immediate costs of substantial public improvements.

1.3 The City of Marysville will not use long-term debt to support current operations.

1.4 Non-capital furnishings, supplies, and personnel will not be financed from bond proceeds.

1.5 Interest, operating, and/or maintenance expenses may be capitalized for enterprise activities; and will be strictly limited to those expenses incurred prior to actual operation of the facilities.

1.6 Interest may be capitalized for general activities when necessary to align timing of new revenues with debt service, or to avoid duplicative expenditures (i.e., rent and bond payments) when providing for replacement facilities.

2.0 Debt Limits

2.1 Legal Limits:

2.1.1 The general obligation debt of Marysville will not exceed an aggregated total of 7.5% of the assessed valuation of the taxable property within the City. RCW 39.36.020 2.1.2

The following individual percentages shall not be exceeded in any specific debt category:

- General Debt - 2.5% of assessed valuation
- Non-Voted 1.5% Limited Tax General Obligation (LTGO) Bonds
- Voted 2.0% Unlimited Tax General Obligation (UTGO) Bonds
- Utility Debt - 2.5% of assessed valuation
- Open Space and Park Facilities - 2.5% of assessed valuation

2.2 Public Policy Limits:

2.2.1 The City will establish and implement a comprehensive multi-year Capital Improvement Program (CIP).

2.2.2 Financial analysis of funding sources will be conducted for all proposed capital improvement projects.

2.2.3 Debt will be issued in accordance with the CIP as necessary.

2.2.4 Where borrowing is recommended, the source of funds to cover debt service requirements must be identified.

2.3 Financial Limits:

2.3.1 The City's policy is to plan and direct the use of debt so that debt service payments will be a predictable and manageable part of the Operating Budget.

2.3.2 The City will conduct a debt affordability analysis to evaluate the City's ability to support debt. The analysis will review available resources for the amount of debt the City can initiate each year, and project the effects of that financing through six years of the CIP.

3.0 Allowable Types of Debt

3.1 Short Term Obligations: Short-term borrowing will only be used to meet the cash flow needs of a project for which long-term financing has been approved but not yet secured. The City may issue interfund loans rather than outside debt instruments to meet short-term cash flow needs. Interfund loans will be permitted only if an analysis of the affected fund indicates excess funds are available and the use of the funds will not impact the fund's current operations. All interfund loans will be subject to Council approval, will bear interest based upon prevailing rates and have terms consistent with state guidelines for interfund loans.

3.2 Assessment/ LID Bonds: Assessment bonds will be considered in place of general obligation bonds, where possible, to assure the greatest degree of public equity. Local Improvement District (LID) Bonds represent debt that is repaid by the property owners who benefited from the capital improvement through annual assessments paid to the City. LID's are formed by the City Council after a majority of property owners agree to the assessment.

3.3 General Obligation Bonds Limited Tax: General Obligation debt is backed by the full faith and credit of the City and is payable from General Fund revenues and taxes collected by the City. Limited Tax General Obligation (LTGO) Bonds can be issued with the approval of the City Council and will only be issued if: A project requires funding not available from alternative sources; Matching fund monies are available which may be lost if not applied for in a timely manner; or Emergency conditions exist.

3.4 General Obligation Bonds Unlimited Tax: Unlimited Tax General Obligation (UTGO) Bonds are payable from excess tax levies and is subject to voter approval by 60% of the voters. UTGO Bonds will be used for projects with broad community impact and appeal, and when the excess tax levy is necessary and appropriate for payment of the debt service, subject to voter approval.

3.5 Revenue Bonds: Revenue bonds are used to finance construction or improvements to facilities of enterprise systems operated by the City in accordance with the Capital Improvement Program and are generally payable from the enterprise. No taxing power or general fund pledge is provided as security. Unlike general obligation bonds, revenue bonds are not subject to the City's statutory debt limitation nor is voter approval required.

3.6 Leases: Lease purchase or financing contracts are payment obligations that represent principal and interest components which are general obligations of the City. Leases will be considered only after comparison of the overall borrowing cost with alternatives, such as interfund loans or general obligation bonds.

3.7 Other Loan Programs:

3.7.1 Public Works Trust Fund Loans are loans from the Public Works Board, authorized by state statute, RCW 43.155 to loan money to repair, replace, or create domestic water systems, sanitary sewer systems, storm sewer systems, roads, streets, solid waste and recycling facilities, and bridges.

3.7.2 The Local Option Capital Asset Lending (LOCAL) Program is a financing contract with the Office of the State Treasurer under RCW 39.94. It is an expanded version of the state agency lease/purchase program that allows pooling funding needs into larger offerings of securities. This program allows local government agencies the ability to finance equipment needs through the State Treasurer's office, subject to existing debt limitations and financial consideration.

3.7.3 Other state funded programs.

3.8 Alternative types of debt: No variable-rate debt or derivative products shall be utilized.

4.0 Debt Structuring Practices

4.1 Maximum term, Payback Period and Average maturity:

4.1.1 The issuance of bonds shall be financed for a period not to exceed a conservative estimate of the asset's useful life with the average life of the bonds less than or equal to the average life of the assets being financed.

4.1.2 General Obligation bonds will be issued with maturities of 20 years or less unless otherwise approved by Council. The maximum term for general obligation bonds shall be 30 years.

4.1.3 The maturity of all assessment bonds shall not exceed statutory limitations. RCW 36.83.050.

4.2 Debt Service Structure:

4.2.1 Unless otherwise justified and deemed necessary, debt service should be structured on a level or declining repayment basis.

4.3 Criteria for issuance of advance refunding and current refunding bonds

4.3.1 The City will use refunding bonds, where appropriate, when restructuring its current outstanding debt. A debt refunding is a refinance of debt typically done to take advantage of lower interest rates. Unless otherwise justified, such as a desire to remove or change a bond covenant, a debt refunding will not be pursued without a sufficient net present value benefit after expenses. Generally, the City may undertake refinancing with net present value savings are 3.5 to 5.0% of the par amount of the bonds to be refunded. For current refunding (i.e., refunding in which the outstanding bonds will be called within 90 days of the refunding), the savings threshold may be lower.

4.4 Other structuring practices:

4.4.1 Bond amortization schedules will be structured to minimize interest expense with the constraints of revenues available for debt service. The bonds should include call features to maximize the City's ability to advance refund or retire the debt early. However, call features should be balanced with market conditions to ensure that the total cost of the financing is not adversely affected.

5.0 Debt Issuance Practices

5.1 Council Approval: City Council approval is required prior to the issuance of debt.

5.2 Analytical Review: An analytical review shall be conducted prior to the issuance of debt including but not limited to, monitoring of market opportunities and structuring and pricing of the debt.

5.3 Use of credit ratings, minimum bond ratings, determination of the number of ratings and selection of rating services: The City will continually strive to maintain its bond rating by improving financial policies, budget, forecasts and the financial health of the City so its borrowing costs are minimized and its access to credit is preserved. The City will maintain good communication with bond rating agencies about its financial condition, coordinating meetings, and presentations in conjunction with a new issuance as necessary.

5.4 Compliance with Statutes and Regulations: The Finance Director, City Attorney and bond counsel shall coordinate their activities and review all debt issuance to ensure that all securities are issued in compliance with legal and regulatory requirements by the State of Washington and the Federal Government's laws, rules and regulations.

5.5 Selection and use of professional service providers:

5.5.1 The City's Finance and Administration Department shall be responsible for the solicitation and selection of professional services that are required to administer the City's debt program.

5.5.2 Bond Counsel: All debt issued by the City will include a written opinion by bond counsel affirming that the City is authorized to issue the proposed debt. The opinion shall include confirmation that the City has met all city and state constitutional and statutory requirements necessary for issuance, a determination of the proposed debt's federal income tax status and any other components necessary for the proposed debt.

5.5.3 Financial Advisor: A Financial Advisor(s) may be used to assist in the issuance of the City's debt. The Financial Advisor will provide the City with the objective advice and analysis on debt issuance. This includes, but is not limited to, monitoring of market opportunities, structuring and pricing of debt, and preparing official statements of disclosure. The City's Financial Advisor may not participate in underwriting of the City's bonds.

5.5.4 Underwriters: An Underwriter(s) will be used for all debt issued in a negotiated or private placement sale method. The Underwriter is responsible for purchasing negotiated or private placement debt and reselling the debt to investors. The Underwriter may not serve as Financial Advisor to the City.

5.5.5 Fiscal Agent: A Fiscal Agent will be used to provide accurate and timely securities processing and timely payment to bondholders. In accordance with RCW 43.80, the City will use the Fiscal Agent that is appointed by the State.

5.6 Criteria for determining sales method and investment of proceeds:

5.6.1 The Director of Finance shall determine the method of sale best suited for each issue of debt.

5.6.2 The City will generally issue its debt through a competitive process. For any competitive sale of debt, the City will award the issue to the underwriter offering to buy the bonds at a price and interest rates that provides the lowest True Interest Cost (TIC).

5.6.3 The City will provide for the sale of debt through a negotiated process (i.e., negotiating the terms and conditions of sale) when necessary to minimize the cost and risks of borrowing under the following conditions:

- The bond issue is, or contains, a refinancing that is dependent on market/interest rate timing.
- At the time of issuance, the interest rate environment or economic factors that affect the bond issue are volatile.
- The nature of the debt is unique and requires particular skills from the underwriter(s) involved.
- The debt issued is bound by a compressed time line due to extenuating circumstances such that time is of the essence and a competitive process cannot be accomplished.

5.6.4 The City may consider a direct placement with a bank when it is expected to provide a reduced cost of capital, market conditions are such that the City will benefit from locking in an interest rate, and/or the timing is of the essence and can best be met through a placement without adding significant costs

5.7 Bond Insurance: For each issue, the City may evaluate the costs and benefits of bond insurance or other credit enhancements. Any credit enhancement purchases by the City shall be competitively procured and evaluated by the City's financial advisor.

6.0 Debt Management Practices

6.1 Investment of Bond Proceeds

The City shall comply with all applicable Federal, State and contractual restrictions regarding the investment of bond proceeds, including City of Marysville Investment Policy.

6.2 Continuing Disclosure

The City shall provide annual disclosure information to established national information repositories and maintain compliance with disclosure statements as required by state and national regulatory bodies. Disclosure shall take the form of the Comprehensive Annual Financial Report (CAFR) unless information is required by a particular bond issue that is not necessarily contained within the CAFR.

6.3 Arbitrage Rebate monitoring and filing

The City will, unless otherwise justified, use bond proceeds within the established time frame pursuant to the bond ordinance, contract or other documents to avoid arbitrage. Arbitrage is the interest earned on the investment of the bond proceeds above the interest paid on the debt. If arbitrage occurs, the City will follow a policy of full compliance with all arbitrage rebate requirements of the federal tax code and Internal Revenue Service regulations, and will perform (internally or by contract consultants) arbitrage rebate calculations for each issue subject to rebate. All necessary rebates will be filed and paid when due in order to preserve the tax-exempt status of the outstanding debt.

6.4 Federal and state law compliance practices

Discussed in Debt Issuance Practices sections 5.3 and 5.4 and Debt Management Practices sections 6.1 and 6.3.

6.5 Market and investor relations efforts The City shall endeavor to maintain a positive relationship with the investment community. The City shall communicate through its published Budget, Capital Improvement Program and Comprehensive Annual Financial Statements the City's indebtedness as well as its future financial plans.

6.6 Periodic review

The City's debt policy shall be adopted by City Council. The policy shall be reviewed every four years by the Council Finance Committee and modifications shall be submitted to and approved by City Council.

Index #10

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 3/24/2014

AGENDA ITEM: A Resolution Authorizing Investment of City of Marysville Monies in the Local Government Investment Pool	
PREPARED BY: Denise Gritton	DIRECTOR APPROVAL:
DEPARTMENT: Finance	
ATTACHMENTS: Local Government Investment Pool Prospectus Proposed Resolution	
BUDGET CODE:	AMOUNT:

SUMMARY:

In an effort to provide more clarity with respect to how the Local Government Investment Pool (LGIP) operates and as a result of the recently amended WACs, The Office of the State Treasurer has created a prospectus and is distributing it to all investors.

With the release of the prospectus the Office of the State Treasurer is asking that each local government investing in the LGIP complete an updated resolution acknowledging that the governmental body responsible for overseeing or making investment decisions has read and understand the prospectus.

RECOMMENDED ACTION:

Staff recommends that the Council authorize the Mayor to sign the resolution authorizing investment in the Local Government Investment Pool (LGIP).

**LOCAL GOVERNMENT
INVESTMENT POOL**

Prospectus

January 2014



James L. McIntire

Washington State Treasurer

Contents

I.	The LGIP	3-4
II.	Local Government Investment Pool – Money Market Fund	4-9
III.	Management	9
IV.	Miscellaneous	9-10

I. The LGIP

The Local Government Investment Pool (the “LGIP”) is an investment pool of public funds placed in the custody of the Office of the Washington State Treasurer (the “State Treasurer”) for investment and reinvestment as defined by RCW 43.250.020. The purpose of the LGIP is to allow eligible governmental entities to participate with the state in the investment of surplus public funds, in a manner that optimizes liquidity and return on such funds. In establishing the LGIP, the legislature recognized that not all eligible governmental entities are able to maximize the return on their temporary surplus funds, and therefore it provided a mechanism whereby they may, at their option, utilize the resources of the State Treasurer to maximize the potential of their surplus funds while ensuring the liquidity of those funds.

The State Treasurer has established a sub-pool within the LGIP whose shares are offered by means of this Prospectus: The LGIP-Money Market Fund (the “LGIP-MMF” or the “Fund”). The State Treasurer has the authority to establish additional sub-pools in the future.

The Fund offered in this Prospectus seeks to provide current income by investing in high-quality, short term money market instruments. These standards are specific to the Fund, as illustrated in the following table. The LGIP-MMF offers daily contributions and withdrawals.

FUND SNAPSHOT

The table below provides a summary comparison of the Fund’s investment types and sensitivity to interest rate risk. This current snapshot can be expected to vary over time.

Fund	Investment Types	Maximum Dollar-Weighted Average Maturity for LGIP-MMF
LGIP-Money Market Fund	Cash	60 days
Current Investments (as of November 1, 2013)	Bank Deposits US Treasury bills Repurchase agreements US Government agency obligations	

Fees and Expenses

Administrative Fee. The State Treasurer charges pool participants a fee representing administration and recovery costs associated with the operation of the Fund. The administrative fee accrues daily from pool participants’ earnings prior to the earnings being posted to their account. The administrative fee will be paid monthly. In the event that there are no earnings, the administrative fee will be deducted from principal.

The chart below illustrates the operating expenses of the LGIP-MMF for past years, expressed in basis points as a percentage of fund assets.

**Local Government Investment Pool-MMF
Operating Expenses by Fiscal Year (in Basis Points)**

	2006	2007	2008	2009	2010	2011	2012	2013
<i>Total Operating Expenses</i>	<i>1.12</i>	<i>0.96</i>	<i>0.84</i>	<i>0.88</i>	<i>0.64</i>	<i>0.81</i>	<i>0.68</i>	<i>0.87</i>

(1 basis point = 0.01%)

Because most of the expenses of the LGIP-MMF are fixed costs, the fee (expressed as a percentage of fund assets) will be affected by: (i) the amount of operating expenses; and (ii) the assets of the LGIP-MMF. The table below shows how the fee (expressed as a percentage of fund assets) would change as the fund assets change, assuming an annual fund operating expenses amount of \$800,000.

Fund Assets	\$6.0 bn	\$8.0 bn	\$10.0 bn
Total Operating Expenses (in Basis Points)	1.33	1.0	.80

Portfolio Turnover: The Fund does not pay a commission or fee when it buys or sells securities (or “turns over” its portfolio). However, debt securities often trade with a bid/ask spread. Consequently, a higher portfolio turnover rate may generate higher transaction costs that could affect the Fund’s performance.

II. Local Government Investment Pool – Money Market Fund

Investment Objective

The LGIP-MMF will seek to effectively maximize the yield while maintaining liquidity and a stable share price of \$1.

Principal Investment Strategies

The LGIP-MMF will seek to invest primarily in high-quality, short term money market instruments. Typically, at least 55% of the Fund’s assets will be invested in US government securities and repurchase agreements collateralized by those securities. The LGIP-MMF means a sub-pool of the LGIP whose investments will primarily be money market instruments. The LGIP-MMF will only invest in eligible investments permitted by state law. The LGIP-MMF will not be an SEC-registered money market fund and will not be required to follow SEC Rule 2a-7. Investments of the LGIP-MMF will conform to the LGIP Investment Policy, the most recent version of which will be posted on the LGIP website and will be available upon request.

Principal Risks of Investing in the LGIP-Money Market Fund

Counterparty Credit Risk. A party to a transaction involving the Fund may fail to meet its obligations. This could cause the Fund to lose the benefit of the transaction or prevent the Fund from selling or buying other securities to implement its investment strategies.

Interest Rate Risk. The LGIP-MMF’s income may decline when interest rates fall. Because the Fund’s income is based on short-term interest rates, which can fluctuate significantly over short periods, income risk is expected to be high. In addition, interest rate increases can cause the price of a debt security to decrease and even lead to a loss of principal.

Liquidity Risk. Liquidity risk is the risk that the Fund will experience significant net withdrawals of Fund shares at a time when it cannot find willing buyers for its portfolio securities or can only sell its portfolio securities at a material loss.

Management Risk. Poor security selection or an ineffective investment strategy could cause the LGIP-MMF to underperform relevant benchmarks or other funds with a similar investment objective.

Issuer Risk. The LGIP-MMF is subject to the risk that debt issuers and other counterparties may not honor their obligations. Changes in an issuer's credit rating (e.g., a rating downgrade) or the market's perception of an issuer's creditworthiness could also affect the value of the Fund's investment in that issuer. The degree of credit risk depends on both the financial condition of the issuer and the terms of the obligation. Also, a decline in the credit quality of an issuer can cause the price of a money market security to decrease.

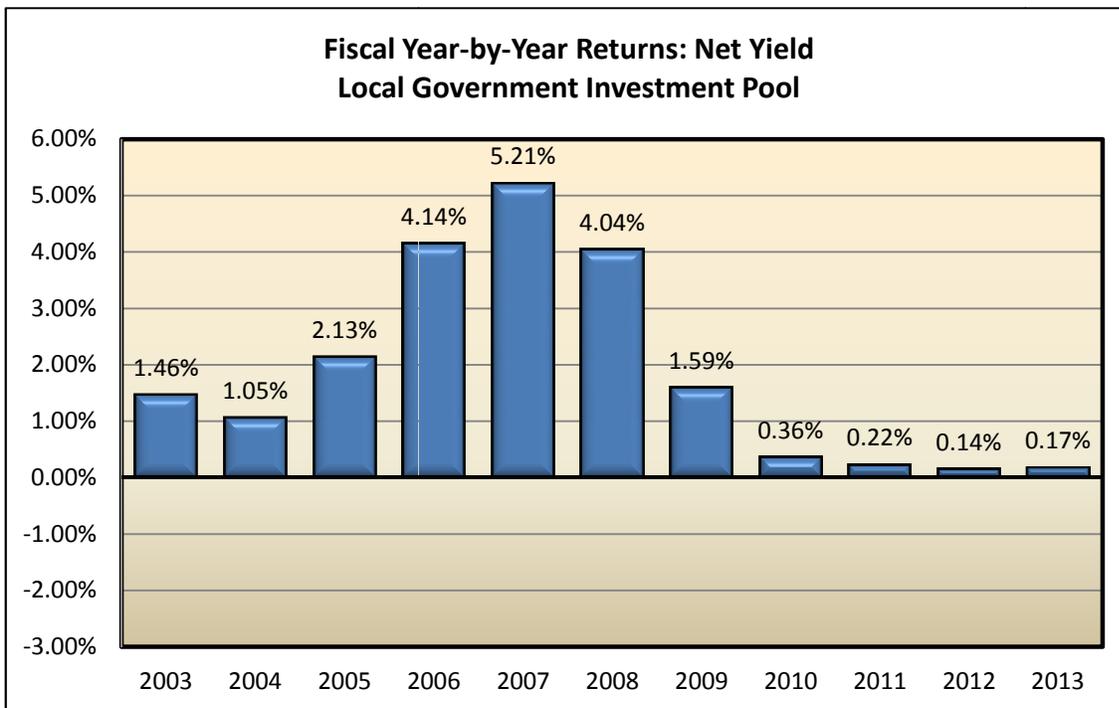
Securities Lending Risk and Reverse Repurchase Agreement Risk. The LGIP-MMF may engage in securities lending or in reverse repurchase agreements. Securities lending and reverse repurchase agreements involve the risk that the Fund may lose money because the borrower of the Fund's securities fails to return the securities in a timely manner or at all or the Fund's lending agent defaults on its obligations to indemnify the Fund, or such obligations prove unenforceable. The Fund could also lose money in the event of a decline in the value of the collateral provided for loaned securities or a decline in the value of any investments made with cash collateral.

Risks Associated with use of Amortized Cost. The use of amortized cost valuation means that the LGIP-MMF's share price may vary from its market value NAV per share. In the unlikely event that the State Treasurer were to determine that the extent of the deviation between the Fund's amortized cost per share and its market-based NAV per share may result in material dilution or other unfair results to shareholders, the State Treasurer may cause the Fund to take such action as it deems appropriate to eliminate or reduce to the extent practicable such dilution or unfair results.

An investment in the LGIP-MMF is not a bank deposit and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the Fund seeks to preserve the value of investments at \$1 per share, pool participants could lose money by investing in the LGIP-MMF. There is no assurance that the LGIP-MMF will achieve its investment objective.

Performance

The following information is intended to address the risks of investing in the LGIP-MMF. The information illustrates changes in the performance of the LGIP-MMF's shares from year to year. Returns are based on past results and are not an indication of future performance. Updated performance information may be obtained on our website at www.tre.wa.gov or by calling the LGIP toll-free at 800-331-3284.



Local Government Investment Pool-Money Market Fund

Average Accrued Net Yield

<u>1 Year</u>	<u>3 years</u>	<u>5 years</u>	<u>10 years</u>
0.17%	0.19%	.52%	1.94%

Transactions: LGIP-MMF

General Information

The minimum transaction size (contributions or withdrawals) for the LGIP-MMF will be five thousand dollars. The State Treasurer may, in its sole discretion, allow for transactions of less than five thousand dollars.

Valuing Shares

The LGIP-MMF will be operated using a net asset value (NAV) calculation based on the amortized cost of all securities held such that the securities will be valued at their acquisition cost, plus accrued income, amortized daily.

The Fund’s NAV will be the value of a single share. NAV will normally be calculated as of the close of business of the NYSE, usually 4:00 p.m. Eastern time. If the NYSE is closed on a particular day, the Fund will be priced on the next day the NYSE is open.

NAV will not be calculated and the Fund will not process contributions and withdrawals submitted on days when the Fund is not open for business. The time at which shares are priced and until which contributions and withdrawals are accepted is specified below and may be changed as permitted by the State Treasurer.

To the extent that the LGIP-MMF's assets are traded in other markets on days when the Fund is not open for business, the value of the Fund's assets may be affected on those days. In addition, trading in some of the Fund's assets may not occur on days when the Fund is open for business.

Transaction Limitation

The State Treasurer reserves the right at its sole discretion to set a minimum and/or maximum transaction amount from the LGIP-MMF and to limit the number of transactions, whether contribution, withdrawal, or transfer permitted in a day or any other given period of time.

The State Treasurer also reserves the right at its sole discretion to reject any proposed contribution, and in particular to reject any proposed contribution made by a pool participant engaged in behavior deemed by the State Treasurer to be abusive of the LGIP-MMF.

A pool participant may transfer funds from one LGIP-MMF account to another subject to the same time and contribution limits as set forth in WAC 210.10.060.

Contributions

Pool participants may make contributions to the LGIP-MMF on any business day. All contributions will be effected by electronic funds transfer to the account of the LGIP-MMF designated by the State Treasurer. It is the responsibility of each pool participant to pay any bank charges associated with such electronic transfers to the State Treasurer. Failure to wire funds by a pool participant after notification to the State Treasurer of an intended transfer will result in penalties. Penalties for failure to timely wire will be assessed to the account of the pool participant responsible.

Notice. To ensure same day credit, a pool participant must inform the State Treasurer of any contribution over one million dollars no later than 9 a.m. on the same day the contribution is made. Contributions for one million dollars or less can be requested at any time prior to 10 a.m. on the day of contribution. For all other contributions over one million dollars that are requested prior to 10 a.m., a pool participant may receive same day credit at the sole discretion of the State Treasurer. Contributions that receive same day credit will count, for earnings rate purposes, as of the day in which the contribution was made. Contributions for which no notice is received prior to 10:00 a.m. will be credited as of the following business day.

Notice of contributions may be given by calling the Local Government Investment Pool (800-331-3284) OR by logging on to State Treasurer's Treasury Management System ("TMS"). Please refer to the [LGIP-MMF Operations Manual](#) for specific instructions regarding contributions to the LGIP-MMF.

Direct deposits from the State of Washington will be credited on the same business day.

Pricing. Contribution requests received in good order will receive the NAV per unit of the LGIP-MMF next determined after the order is accepted by the State Treasurer on that contribution date.

Withdrawals

Pool participants may withdraw funds from the LGIP-MMF on any business day. Each pool participant shall file with the State Treasurer a letter designating the financial institution at which funds withdrawn from the LGIP-MMF shall be deposited (the "Letter"). This Letter shall contain the name of the financial institution, the location of the financial institution, the account name, and the account number to which funds will be deposited. This Letter shall be signed by local officials authorized to receive and disburse funds, as described in WAC 210-10-020.

Disbursements from the LGIP-MMF will be effected by electronic funds transfer. Failure by the State Treasurer to wire funds to a pool participant after proper notification to the State Treasurer to disburse funds to a pool participant may result in a bank overdraft in the pool participant's bank account. The State Treasurer will reimburse a pool participant for such bank overdraft penalties charged to the pool participant's bank account.

Notice. In order to withdraw funds from the LGIP-MMF, a pool participant must notify the State Treasurer of any withdrawal over one million dollars no later than 9 a.m. on the same day the withdrawal is made. Withdrawals for one million dollars or less can be requested at any time prior to 10 a.m. on the day of withdrawal. For all other withdrawals from the LGIP-MMF over one million dollars that are requested prior to 10 a.m., a pool participant may receive such withdrawal on the same day it is requested at the sole discretion of the State Treasurer. No earnings will be credited on the date of withdrawal for the amounts withdrawn. Notice of withdrawals may be given by calling the Local Government Investment Pool (800-331-3284) OR by logging on to TMS. Please refer to the LGIP-MMF Operations Manual for specific instructions regarding withdrawals from the Fund.

Pricing. Withdrawal requests with respect to the LGIP-MMF received in good order will receive the NAV per unit of the LGIP-MMF next determined after the order is accepted by the State Treasurer on that withdrawal date.

Suspension of Withdrawals. If the State Treasurer has determined that the deviation between the Fund's amortized cost price per share and the current net asset value per share calculated using available market quotations (or an appropriate substitute that reflects current market conditions) may result in material dilution or other unfair results, the State Treasurer may, if it has determined irrevocably to liquidate the Fund, suspend withdrawals and payments of withdrawal proceeds in order to facilitate the permanent termination of the Fund in an orderly manner. The State Treasurer will distribute proceeds in liquidation as soon as practicable, subject to the possibility that certain assets may be illiquid, and subject to subsequent distribution, and the possibility that the State Treasurer may need to hold back a reserve to pay expenses.

The State Treasurer also may suspend redemptions if the New York Stock Exchange suspends trading or closes, if US bond markets are closed, or if the Securities and Exchange Commission declares an emergency. If any of these events were to occur, it would likely result in a delay in the pool participants' redemption proceeds.

The State Treasurer will notify pool participants within five business days of making a determination to suspend withdrawals and/or irrevocably liquidate the fund and the reason for such action.

Earnings and Distribution

LGIP-MMF Daily Factor

The LGIP-MMF daily factor is a net earnings figure that is calculated daily using the investment income earned (excluding realized gains or losses) each day, assuming daily amortization and/or accretion of income of all fixed income securities held by the Fund, less the administrative fee. The daily factor is reported on an annualized 7-day basis, using the daily factors from the previous 7 calendar days. The reporting of a 7-day annualized yield based solely on investment income which excludes realized gains or losses is an industry standard practice that allows for the fair comparison of funds that seek to maintain a constant NAV of \$1.00.

LGIP-MMF Actual Yield Factor

The LGIP-MMF actual yield factor is a net daily earnings figure that is calculated using the total net earnings including realized gains and losses occurring each day, less the administrative fee.

Dividends

The LGIP-MMF's dividends include any net realized capital gains or losses, as well as any other capital changes other than investment income, and are declared daily and distributed monthly.

Distribution

The total net earnings of the LGIP-MMF will be declared daily and paid monthly to each pool participant's account in which the income was earned on a per-share basis. These funds will remain in the pool and earn additional interest unless withdrawn and sent to the pool participant's designated bank account as specified on the Authorization Form. Interest earned will be distributed monthly on the first business day of the following month.

Monthly Statements and Reporting

On the first business day of every calendar month, each pool participant will be sent a monthly statement which includes the pool participant's beginning balance, contributions, withdrawals, transfers, administrative charges, earnings rate, earnings, and ending balance for the preceding calendar month. Also included with the statement will be the monthly enclosure. This report will contain information regarding the maturity structure of the portfolio and balances broken down by security type.

III. Management

The State Treasurer is the manager of the LGIP-MMF and has overall responsibility for the general management and administration of the Fund. The State Treasurer has the authority to offer additional sub-pools within the LGIP at such times as the State Treasurer deems appropriate in its sole discretion.

Administrator and Transfer Agent. The State Treasurer will serve as the administrator and transfer agent for the Fund.

Custodian. A custodian for the Fund will be appointed in accordance with the terms of the LGIP Investment Policy.

IV. Miscellaneous

Limitation of Liability

All persons extending credit to, contracting with or having any claim against the Fund offered in this Prospectus shall look only to the assets of the Fund that such person extended credit to, contracted with or has a claim against, and none of (i) the State Treasurer, (ii) any subsequent sub-pool, (iii) any pool participant, (iv) the LGIP, or (v) the State Treasurer's officers, employees or agents (whether past, present or future), shall be liable therefor. The determination of the State Treasurer that assets, debts, liabilities, obligations, or expenses are allocable to the Fund shall be binding on all pool participants and on any person extending credit to or contracting with or having any claim against the LGIP or the Fund offered in this Prospectus. There is a remote risk that a court may not enforce these limitation of liability provisions.

Amendments

This Prospectus and the attached Investment Policy may be amended from time to time. Pool participants shall receive notice of changes to the Prospectus and the Investment Policy. The amended and restated documents will be posted on the State Treasurer website: www.tre.wa.gov.

Should the State Treasurer deem appropriate to offer additional sub-pools within the LGIP, said sub-pools will be offered by means of an amendment to this prospectus.

LGIP-MMF Contact Information

Internet: www.tre.wa.gov Treasury Management System/TMS

Phone: 1-800-331-3284 (within Washington State)

Mail:

Office of the State Treasurer
Local Government Investment Pool
PO Box 40200
Olympia, Washington 98504
FAX: 360-902-9044

CITY OF MARYSILLE
Marysville, Washington

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING INVESTMENT OF CITY OF MARYSVILLE
MONIES IN THE LOCAL GOVERNMENT INVESTMENT POOL**

WHEREAS, pursuant to Chapter 294, Laws of 1986, the Legislature created a trust fund to be known as the public funds investment account (commonly referred to as the Local Government Investment Pool (LGIP)) for the contribution and withdrawal of money by an authorized governmental entity for purposes of investment by the Office of the State Treasurer; and

WHEREAS, from time to time it may be advantageous to the authorized governmental entity, City of Marysville the "governmental entity", to contribute funds available for investment in the LGIP; and

WHEREAS, the investment strategy for the LGIP is set forth in its policies and procedures; and

WHEREAS, any contributions or withdrawals to or from the LGIP made on behalf of the governmental entity shall be first duly authorized by the City Council, the "governing body" or any designee of the governing body pursuant to this resolution or a subsequent resolution; and

WHEREAS the governmental entity will cause to be filed a certified copy of said resolution with the Office of the State Treasurer; and

WHEREAS the governing body and any designee appointed by the governing body with authority to contribute or withdraw funds of the governmental entity has received and read a copy of the prospectus and understands the risks and limitations of investing in the LGIP; and

WHEREAS, the governing body attests by the signature of its members that it is duly authorized and empowered to enter into this agreement, to direct the contribution or withdrawal of governmental entity monies, and to delegate certain authority to make adjustments to the incorporated transactional forms, to the individuals designated herein.

NOW THEREFORE, BE IT RESOLVED that the governing body does hereby authorize the contribution and withdrawal of governmental entity monies in the LGIP in the manner prescribed by law, rule, and prospectus.

BE IT FURTHER RESOLVED that the governing body has approved the Local Government Investment Pool Transaction Authorization Form (Form) as completed by Sandy

Langdon and incorporates said form into this resolution by reference and does hereby attest to its accuracy.

BE IT FURTHER RESOLVED that the governmental entity designates Sandy Langdon, Finance Director, the "authorized individual" to authorize all amendments, changes, or alterations to the Form or any other documentation including the designation of other individuals to make contributions and withdrawals on behalf of the governmental entity.

BE IT FURTHER RESOLVED that this delegation ends upon the written notice, by any method set forth in the prospectus, of the governing body that the authorized individual has been terminated or that his or her delegation has been revoked. The Office of the State Treasurer will rely solely on the governing body to provide notice of such revocation and is entitled to rely on the authorized individual's instructions until such time as said notice has been provided.

BE IT FURTHER RESOLVED that the Form as incorporated into this resolution or hereafter amended by delegated authority, or any other documentation signed or otherwise approved by the authorized individual shall remain in effect after revocation of the authorized individual's delegated authority, except to the extent that the authorized individual whose delegation has been terminated shall not be permitted to make further withdrawals or contributions to the LGIP on behalf of the governmental entity. No amendments, changes, or alterations shall be made to the Form or any other documentation until the entity passes a new resolution naming a new authorized individual; and

BE IT FURTHER RESOLVED that the governing body acknowledges that it has received, read, and understood the prospectus as provided by the Office of the State Treasurer. In addition, the governing body agrees that a copy of the prospectus will be provided to any person delegated or otherwise authorized to make contributions or withdrawals into or out of the LGIP and that said individuals will be required to read the prospectus prior to making any withdrawals or contributions or any further withdrawals or contributions if authorizations are already in place.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2014.

CITY OF MARYSVILLE

By _____
MAYOR

Attest:

By _____
DEPUTY CITY CLERK

Approved as to from:

By _____
CITY ATTORNEY

Index #11

CITY OF MARYSVILLE AGENDA BILL**EXECUTIVE SUMMARY FOR ACTION****CITY COUNCIL MEETING DATE: March 24, 2014**

AGENDA ITEM: Hearing on Certain LID 71 Assessments Appealed to the Council	
PREPARED BY: Sandy Langdon DEPARTMENT: Finance	DIRECTOR APPROVAL:
ATTACHMENTS: Proposed Ordinance	
BUDGET CODE:	AMOUNT:

SUMMARY:

On February 24, 2014, the City Council passed Ordinance No. 2954 approving and confirming the assessments and the assessment roll of LID No. 71, except for those proposed assessment amounts against parcel nos. 31052700300700, 31052700300200, 31052700300400, 31052700400300, 31052700100300, 31052700300900, 31052700300500, 31052700300800 (collectively, the “Appealed Properties”), which were appealed to the City Council pursuant to Marysville Municipal Code Section 3.60.200(3).

The Council set the hearing date for such appeal to occur during the Council’s regular meeting on March 24, 2014. The Council will hear and determine the appeals on the basis of the record before the Hearing Officer (provided by the City Clerk to the Council in an email dated March 17, 2013), the written arguments of the property owner of the Appealed Properties and the City and without oral argument.

This is a quasi-judicial hearing. Upon deliberation (which may include receipt of legal advice in executive session) and ruling on the appeal, the Council is to confirm the assessment roll with respect to the Appealed Properties by ordinance. The proposed ordinance is structured to allow the Council to make any modifications to the proposed assessment amounts against the Appealed Properties deemed by the Council to be necessary or desirable.

RECOMMENDED ACTION:

Open the hearing on the Appealed Properties after conflicts and appearance inquiries and inquiries concerning review of the record and deliberate as necessary prior to ruling on the appeal. Separate legal counsel will be available to the City Council. Following ruling on the appeal, consider approval of an ordinance confirming and approving the assessment roll of LID 71 with respect to the Appealed Properties, as modified in accordance with the Council’s ruling on the appeal.

CITY OF MARYSVILLE, WASHINGTON

ORDINANCE NO. _____

AN ORDINANCE of the City of Marysville, Washington, relating to Local Improvement District No. 71 providing for the construction of an Interstate 5 overpass at 156th Street NE, as provided by Ordinance No. 2827; approving and confirming certain assessments appealed to the Council and a portion of the assessment roll of Local Improvement District No. 71; and levying and assessing a part of the cost and expense thereof against several lots, tracts, parcels of land and other property shown on the roll.

THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, DOES ORDAIN as follows:

Section 1. Findings and Determinations. The City Council of the City of Marysville, Washington (the “City”) makes the following findings and determinations.

(a) The assessment roll levying the special assessments against the property located in Local Improvement District No. 71 (“LID 71”) in the City has been filed with the City Clerk as provided by law.

(b) On December 9, 2013, the City Council approved the professional services agreement appointing Mr. Wayne Tanaka with Ogden Murphy Wallace, PLCC, as LID Hearing Examiner pursuant to RCW 35.44.070 and Marysville City Code 3.60.220 to conduct the hearing on the final assessment roll for LID 71.

(c) By Resolution No. 2352, the City Council fixed the time and place for the hearing on the final assessment roll for January 9, 2014, at 6 p.m., local time, in the Council Chambers in the City Hall, Marysville, Washington, and directed that notice by both mailing and publication should be given as required by law.

(d) Notice of the time and place of hearing on the final assessment roll and making objections and protests to thereon was duly published at and for the time and in the manner provided by law and the Engineering Services Manager of the City caused further notice thereof to be mailed to each property owner shown on the roll.

(e) At the time and place fixed and designated in the notice, the hearing was held before the LID Hearing Examiner, all written protests received were considered and all persons appearing at the hearing who wished to be heard were heard, for the purpose of considering the roll and the special benefits to be received by each lot, parcel and tract of land shown upon such roll, including the increase and enhancement of the fair market value of each such parcel of land by reason of the improvement.

(f) On February 3, 2014, the Hearing Examiner delivered to the City a detailed report for the LID consisting of “Findings and Conclusions and Recommendations of Hearing Examiner Regarding LID 71 City of Marysville, Washington” (the “Hearing Examiner’s Report”), a true and complete copy of which is attached and made a part hereof marked Exhibit A.

(g) Within five days of receiving the Hearing Examiner’s Report, the City Clerk mailed notice that the report had been filed to all persons who filed a request for special notice of the report or written protest at or prior to the public hearing on the assessment roll.

(h) Property owners of parcel nos. 31052700300700, 31052700300200, 31052700300400, 31052700400300, 31052700100300, 31052700300900, 31052700300500, 31052700300800 (the “Appellant Properties”) appealed the assessments against the Appellant Properties as set forth in the Hearing Examiner’s Report to the City Council.

(i) The City Council reviewed the record relating to the Appellant Properties, including all written arguments that were timely submitted, and conducted a hearing on the Appellant Properties appeal during its regular meeting held on March 24, 2014.

Section 2. Approval of Hearing Examiner’s Findings, Conclusions and Recommendations. The City Council hereby accepts and adopts the Hearing Examiner’s Report as set forth in Exhibit A including those sections relating to the proposed assessments against the Appellant Properties, including but not limited to, Section II.B.8 and Section III.B.4. with the following modifications:

- No modifications
- The modifications described below:

Section 3. Confirmation of Assessment. As recommended in the Hearing Examiner’s Report, including the modifications described in the Hearing Examiner’s Report and Section 2, if any, the Appellant Properties are determined and declared by the City Council, sitting and acting as a Board of Equalization, to be specially benefited by this improvement in at least the amount charged against the same, and the assessment appearing against the same is in proportion to the several assessments appearing upon the roll. There is hereby levied, confirmed and assessed against the Appellant Properties appearing upon the Final Assessment Roll for Appellant Properties (defined below) the amount finally charged against the same thereon. The assessments and assessment roll of LID 71 against the Appellant Properties attached hereto as Exhibit B, as modified in accordance with Section 2 and incorporated herein by reference (the “Final Assessment Roll for Appellant Properties”), to provide for the construction of an Interstate 5 overpass at 156th Street NE, as provided by Ordinance No. 2827, are hereby approved and confirmed in the total amount of \$[REDACTED].

Section 4. Filing of the Final Assessment Roll for Collection. The Final Assessment Roll for Appellant Properties as approved and confirmed shall be filed with the Finance Director of the City (the "Finance Director") for collection and the Finance Director is authorized and directed to publish notice as required by law stating that the roll is in her hands for collection and that payment of any assessment thereon or any portion of such assessment can be made at any time within thirty days from the date of first publication of such notice without penalty, interest or cost, and that thereafter the sum remaining unpaid may be paid in 20 equal annual installments of principal and interest. The estimated interest rate is stated to be 6.0% per annum, with the exact interest rate to be fixed in the ordinance authorizing the issuance and sale of the local improvement bonds for LID 71. The first installment of assessments on the assessment roll shall become due and payable during the thirty-day period succeeding the date one year after the date of first publication by the Finance Director of notice that the assessment roll is in her hands for collection and annually thereafter each succeeding installment shall become due and payable in like manner. If the whole or any portion of the assessment remains unpaid after the first thirty-day period, interest upon the whole unpaid sum shall be charged at the rate as determined above, and each year thereafter one of the installments of principal and interest shall be collected. Any installment not paid prior to the expiration of the thirty-day period during which such installment is due and payable shall thereupon become delinquent. In accordance with Marysville City Code 3.60.115, each delinquent installment shall be subject, at the time of delinquency, to a charge of 8% penalty levied on both principal and interest due upon that installment, and all delinquent installments also shall be charged interest at the rate as determined above. The collection of such delinquent installments, including any accelerated obligation to pay the entire amount of remaining assessment installments, will be enforced in the manner provided by law.

Section 5. Severability. The provisions of this ordinance are declared to be separate and severable. If a court of competent jurisdiction, after all appeals having been exhausted or all appeal periods having run, finds any provision of this ordinance to be invalid or unenforceable as to any person or circumstance, such offending provision shall, if feasible, be deemed to be modified to be within the limits of enforceability or validity. However, if the offending provision cannot be so modified, it shall be null and void with respect to the particular person or circumstance, and all other provisions of this ordinance in all other respects, and the offending provision with respect to all other persons and all other circumstances, shall remain valid and enforceable.

[Remainder of page intentionally left blank.]

Section 6. Effective Date of Ordinance. This ordinance shall take effect and be in force from and after its passage and five days following its publication as required by law.

PASSED by the City Council and APPROVED by the Mayor of the City of Marysville, Washington, at a regular open public meeting thereof, this 24th day of March, 2014.

Mayor

ATTEST:

Deputy City Clerk

APPROVED AS TO FORM:

Bond Counsel

EXHIBIT A
THE HEARING EXAMINER'S REPORT

**FINDINGS AND CONCLUSIONS AND RECOMMENDATIONS
OF HEARING EXAMINER REGARDING LID 71
CITY OF MARYSVILLE, WASHINGTON**

I. INTRODUCTION

Pursuant to notice, a hearing was held on January 9, 2014, at the Marysville City Hall in Marysville, Washington, for the purpose of considering protests to the final assessments for LID 71. Wayne Tanaka was the Hearing Examiner, pursuant to appointment by the City Council on December 9, 2013. The City was represented by Mr. Thom Graafstra, City Attorney. The hearing was transcribed by court reporter, Tara L. Cunha. An audio recording of the hearing was also made. A complete list of exhibits is attached to this report as Exhibit A.

II. FINDINGS OF FACT

A. GENERAL FINDINGS.

1. LID 71 was formed by the City Council on September 20, 2010 by passage of Ordinance 2827. The LID was created to construct an Interstate 5 overpass at 156th Street with road transitions at each end to connect to existing streets (the Project).¹ Approximately 50% of the estimated \$16,000,000 total project cost was to be paid by the owners of property specially benefited.
2. The Project began in July 2011 and was open to the public in November, 2011. The Project was accepted as substantially complete on March 19, 2013.
3. Total construction costs were \$14,902,000. Fifty percent of these costs were allocated to the LID. Adding bond costs, interim interest and other costs, including payments to the LID Guarantee Fund brought the total amount to be assessed to \$8,425,623.²
4. The Hearing Examiner took a short tour around the City and LID area to view the properties just prior to the hearing.
5. At the start of the hearing, the Hearing Examiner explained his role and the procedures that would be followed at the public hearing. All who intended to testify were sworn.

¹ Exhibit 6. Exhibits may be examined at the City Clerk's office.

² Exhibit 19.

6. The City presented certain preliminary testimony from Ms. Langdon, the City Finance Director, Mr. Smith, Engineering Services Manager, Mr. Gruenhagen, the Project Manager and Mr. Robert Macaulay, the appraiser. The City also submitted Exhibits 1 through 22. The City witnesses noted that there were three amendments to the final assessment roll and that Amendment 3, Exhibit 18A contains the assessments that the City is asking to be confirmed. The city's testimony and exhibits provided the background for the LID, explained the financing and costs, described the general condition of the area both before and after the project and explained how the cost of the project were in line with estimates. Mr. Macaulay provided an explanation of his methodology and, in general, how he arrived at the recommended special benefits and assessments. He also made some corrections to his Special Benefit Study, Exhibit 15. On page two of the cover letter to Mr. Smith, the Estimated Final Special Benefit is \$17,347,700. The cost/benefit ratio is 0.4857. Each parcel would receive \$1 of special benefit for every \$0.49 of LID assessment.
7. There were 9 written protests filed with the Clerk prior to the hearing. One protest, the Morales property, was received at the hearing. The Hearing Examiner has reviewed each written protest and reviewed the transcript of the hearing, plus his handwritten notes.

B. FINDINGS AS TO SPECIFIC PROPERTIES.³

1. Dennis and Sandra Quinn, Parcel 352.⁴ Neither property owner appeared or testified. In the written protest, the Quinns state they were never notified by the City regarding the LID and believe there needs to be a vote of the property owners before the assessments can be enforced. Examination of Exhibit 3, page 3-28, last column shows that notice of the formation hearing was mailed to the Quinns.
2. Terry Smith, Stephen Miller C. Bonnie Ronan, Parcels 263, 161 and 183. No one appeared or testified. In their written protest, the owner's representatives stated that the property was undeveloped and there are no current plans for redevelopment. The owner's representative stated that the LID only benefited properties to the west of I-5.
3. Dallas Bower, Parcel 131. No one appeared or testified. In the written protest Mr. Bower asserts that the only properties that benefited were on the west side of the freeway. The Project was designed to relieve congestion on the 172nd overpass which is used by people to get to the west side businesses. Mr. Bower

³ The findings are not meant to summarize every aspect of the testimony, only that portion that the Hearing Examiner believes is relevant. Thus, for instance, testimony regarding the personal financial situation of the property owner is generally left out. Further, any finding more properly denominated a conclusion should be considered as such.

⁴ Each of the properties is addressed in order of protest. The Parcel number refers to the lot number as reflected in the final assessment roll spreadsheet contained in the Final Special Benefit Study, Exhibit 15.

indicates that the assessed value of the property has gone down since 2010 but taxes have increased.

4. Michael Gitschlag and Brenda Geis, Parcel 312. No one appeared or testified. The protest letter indicated that all residents of Marysville should pay for the Project.
5. Kevan "Butch" Kvamme Parcels 71 and 72. Mr. Macaulay indicated that he had recalculated the special benefit and assessment based on the square footage supplied by Mr. Kvamme in his protest letter. These revised assessments are reflected in Amendment 3, Exhibit 18A. Mr. Kvamme accepted these changes. Mr. Kvamme questioned the methodology used by the City's appraiser and believes that a more fair way to apportion the Project's cost would be on frontage basis. Mr. Kvamme's property has a relatively narrow frontage on Smokey Point Boulevard and a longer "frontage" on what would be the extension of 156th east of the present intersection. He thinks that after the first 600 feet east of the intersection, his property should be assessed at 12 cents per square foot, not 61 cents to correspond with property located to the south of his property (Parcel 172). Mr. Macaulay indicated that his benefit analysis did not rely strictly on frontage, but included the total estimated benefits to the property as a whole. Mr. Kvamme also raised an issue with access to Smokey Point Boulevard. He testified that his access onto the Boulevard was within 300 feet of the stoplight at 156th, and that the City would not allow access due to the proximity of the intersection. Rather, he testified, the City would require access off of 156th, which is currently unimproved and which he had previously dedicated to the City. Mr. Smith for the City testified that the City had not looked closely at Mr. Kvamme's situation, but that generally the distance from the intersection to a curb cut might be too close. However, Mr. Smith indicated that access onto the Boulevard might be allowed at a point on the northerly portion of Mr. Kvamme's property.
6. Lona K. Nakken, Parcel 313. No one appeared or testified. In the protest letter, the owner states that it is unfair for property owners to pay for the Project while City owned properties are exempt.
7. Ken Copenhaver. Parcel 137. Mr. Copenhaver has lived at the property for a number of years. He states that the only notice he received was of the petition and this hearing. Exhibit 3, page 20 shows that Mr. Copenhaver was sent notice of the formation hearing. Mr. Copenhaver's protest letter indicated that his property has decreased in valuation since 2011. Other properties nearby have increased in value according to the information that he provided.
8. Mary Steiner. Parcels 58, 73, 76, 92, 93, 314, 315, 317. Mrs. Steiner was present and represented by attorney Matthew Link. The Steiner Property consists of the aforementioned contiguous parcels totaling 183.5 acres. The property is in the extreme north east corner of the LID.

The property was originally acquired by Mary Steiner's parents in 1958. For many years the Steiners operated the property as a dairy farm. The herd was sold in 1987. Use of the property subsequent to 1987 is not clear other than it is currently being farmed for silage and hay by a Mr. Bartleheimer who pays no money consideration to the owner. Mrs. Steiner testified that the property ceased being used as a dairy farm in 2005. She stated that she did not get notice of the LID formation, but that the notice was sent to the contract purchaser. Exhibit 3 appears to confirm that notice was sent to the contract purchaser.

Mr. Link, attorney for the property owner, submitted two valuations of the property done by R. Neil Danard a real estate broker and general contractor. Mr. Danard is not a certified appraiser. The first opinion of value was as of October 13, 2011 and was done for estate purposes. At that time the opinion of value was \$5,000 an acre or \$917,500. This is approximately \$0.11 a square foot. The second opinion was as of January 1, 2014. Mr. Danard's opinion of value was the same as some three years earlier, namely \$917,500. Mr. Danard opined that "the best use for the property is its current agricultural use," and not some use that would be allowed by the Light Industrial zoning.

Mr. Macaulay testified that in 2006 the property was sold for \$14 million dollars. This would amount to approximately \$1.75 per square foot. Mrs. Steiner confirmed this real estate contract sale. She stated that her parents received \$3.5 million dollars down, the balance to be paid. The buyer soon went into default on the note and the property was reconveyed to her parents' estate. Macaulay's fair market valuation of the property in the before situation is \$1.75 and in the after situation, \$1.80.

Mrs. Steiner contends that the project does not benefit the property because:

- a) Access to I-5 is more direct using 172nd both for agricultural operations and normal vehicle traffic.
- b) The Steiners do not derive monetary compensation from current farming of the property.
- c) The 156th overpass may decrease the property's value if its use results in more traffic around the farm.⁵

Macaulay's Special Benefit Analysis apparently analyzed the property as separate lots and did not deduct the land area on account of any Wetland Buffer Areas.⁶ However, Mrs. Steiner presented testimony and evidence that Edgecomb creek flows through the property from north to south. Mr. Danard states that the creek is 4360 feet in length. He states that according to City plans in order to develop the property the existing creek will have to be relocated along the Northern

⁵ Testimony and Item 21, Exhibit H55

⁶ See spreadsheet charts on pages 10, 11 and 19 of Exhibit 15.

Pacific railroad bed which runs in a north easterly diagonal along the east boundary of the property.⁷ With setbacks, Mr. Danard states that 30 acres of land will not be subject to development.⁸

9. Catherine Morales. Parcel 136. Ms. Morales testified that their property values had decreased over the years. She agreed with the testimony of Mr. Copenhaver, her neighbor.
10. Jesse Allen. Parcel 51. Mr. Allen's property is located at the northwest corner of the LID. It is improved with a residential duplex, but the remainder of the lot is not developed. The residential use is a preexisting non-conforming use. Mr. Allen does not believe the overpass benefits any properties located east of the freeway. He believes the only beneficiaries are those retail and commercial properties located west of the freeway.

III. CONCLUSIONS

A. GENERAL CONCLUSIONS.

1. Any conclusion deemed to be a finding shall be so considered.
2. Special benefits are measurable increases in the value of real property in excess of any enhancement to the general area. It is measured as the difference between the market value of the property without the LID Project and the market value with the LID Project assumed completed at the same date.
3. Initially, the City is favored with certain presumptions: that the improvements are a benefit to the property within the LID, the assessment is no greater than the benefit, the assessment is equal or ratable to the assessments upon other properties similarly situated, and the assessment is fair.⁹ The property owner has the burden of producing evidence to rebut these presumptions. If the property owner presents sufficient evidence to rebut the presumptions (generally through appraisal testimony or other evidence of property value with and without the Project improvements), the City has the ultimate burden of showing special benefits.¹⁰
4. Mr. Macaulay's qualifications and experience are set forth in his study.¹¹ No evidence was presented to challenge his qualifications. The Hearing Examiner concludes that Mr. Macaulay and his associates qualify as experts in the areas testified.

⁷ Item 21, Exhibit H15. Reference is to the "Smokey Point Master Plan".

⁸ Item 21, Exhibit H16

⁹ In Re Indian Trail Trunk Sewer, 35 Wash. App. 840 (1983).

¹⁰ Bellevue Plaza v. Bellevue, 121 Wn.2d 397 (1993).

¹¹ Exhibit 15, beginning at page 61.

5. The special benefit analysis performed by the City more fairly reflects the special benefits to the properties within the LID than the zone and termini or other method.¹²
6. The City Council has delegated certain limited authority to the Hearing Examiner for this hearing. As provided in Chapter Section 3.60.220 MMC, the Hearing Examiner is authorized to conduct the final assessment roll hearing and to make certain recommendations to the Council. The City Council may correct, revise, lower, change or modify the roll or any part thereof, or set aside the roll in order for the assessments to be made de novo, or that the City Council adopt or correct the roll or take other action on the roll as appropriate, including confirmation of the roll without change.
7. The Hearing Examiner does not believe he has the authority to rule on the validity of the creation of the LID or on jurisdictional issues.

B. CONCLUSIONS AS TO SPECIFIC PROPERTIES.

1. Certain of the property owners have failed to overcome the presumptions in favor of the City, chiefly by not electing to present relevant testimony to overcome the presumption of validity either at the hearing or in their protest documents or presenting any evidence that would counter the City's appraisal testimony and exhibits. Therefore the protests should be denied. These property owners are:
 - a) Protest 1, Quinn
 - b) Protest 2, Smith, *et al*
 - c) Protest 3, Bower
 - d) Protest 4, Gitschlag
 - e) Protest 6, Nakken
 - f) Protest 9, Morales
2. Kvamme, Protest 5. The City has made adjustments to the assessments based on the revised information on the size of Mr. Kvamme's property. While Mr. Kvamme's concerns about the difference in the amount of assessment based on the frontage of his property versus his neighbors' properties are valid, the City did not choose to evaluate benefit only on a front foot basis. Mr. Macauley's methodology is reasonable and Mr. Kvamme has presented no evidence that the methodology is flawed or based on inaccurate factual assumptions.
3. Copenhaver, Protest 7. The decrease in Mr. Copenhaver's property value does not address the issue of special benefits from the Project. In addition, the valuation of his property as compared with neighboring properties does not address the issue of special benefits.

¹² See Exhibit 15, page 25.

4. Steiner, Protest 8. While Mr. Danard is qualified to sell real estate and is knowledgeable of the real estate market, he is not a qualified appraiser. His estimate of \$5,000 an acre for the property is not backed up with any sales data or explanation of how he arrived at that figure. Mr. Danard's analysis does not purport to be a special benefit analysis of the before and after values of the property with and without the influence of the Project. Rather, his analysis appears to be an estimate of the fair market value of the property in its current use. Fair market value determinations must consider the "highest and best use" of the property. While Mr. Danard and Mrs. Steiner both indicate that they believe the property will continue to be used as a farm in the future, the test is not the current use, but rather the highest and best use. Mr. Danard explains that there are other "permit ready" properties closer to the freeway that would likely develop first. However, this does not mean that a suitable time value discount could not be given to the property valued not as a farm, but for Light Industrial uses. No information was presented to the Hearing Examiner on this point.

The arguments that the Project does not convey any benefits to the Steiner property do not appear to be well taken. Even if access from the property to the freeway and beyond is by way of 172nd, there is ample testimony that the new overpass will reduce congestion at 172nd thereby increasing mobility and hence property values. People traveling to and from the property do not have to physically use the overpass in order to benefit from it.

In short, the Hearing Examiner concludes that the Macaulay estimate of benefits to the property and the per square foot valuation before and after the Project are more credible than what is asserted by the property owner.

Macaulay's apparent failure to consider the individual parcels as one unit may be at variance with the rule established in the *Doolittle* case¹³. However, this does not appear to be of prejudice to the owner since any consideration of the property as one economic unit would likely lead to a higher valuation as noted in the *Doolittle* case.¹⁴

Macaulay's valuation did not deduct for wetlands and buffers, which will obviously have an effect on the developable area.¹⁵ The only information about wetlands and buffer areas is provided by Mr. Danard. The 30 acres of undevelopable land should be deducted from the 183.5 acre total area, yielding 153.5 acres of developable area. Reducing the \$193,198 assessment proportionately yields an assessment of \$161,612.

5. Jesse Allen, Protest 10. The assessments levied on properties located west of the freeway are generally higher than those to the east on a proportional basis which accounts for the difference in benefit as determined by the City. Mr. Allen's

¹³ *Doolittle v. Everett*, 114 Wn.2d 88, 786 P.2d 253 (1990)

¹⁴ *Doolittle*, at page 92

¹⁵ Exhibit 15, pages 10, 11 and 19

evidence when weighed against the City's evidence is not sufficient to overturn the proposed final assessment on his property.

IV. RECOMMENDATIONS

Based on the Findings and Conclusions set forth above, the Hearing Examiner makes the following recommendations:

1. Other than as set forth in 2, below, the Hearing Examiner recommends DENIAL of all other protests.
2. The Hearing Examiner recommends the Steiner property protest be GRANTED IN PART, and the assessment should be reduced to \$161,612.

V. APPEAL

Pursuant to Section 3.60.220 MMC, any person who shall have timely filed objections to their assessments may appeal the recommendations of the Hearing Examiner regarding his/her property to the City Council by filing written notice of such appeal together with a fee of \$100 with the City Clerk no later than 14 calendar days after the date the Hearing Examiner's recommendation report is mailed by the City Clerk.

DATED this 3rd day of February, 2014

HEARING EXAMINER


Wayne D. Tanaka

Date of Mailing: Feb 3, 2014

EXHIBIT A
LIST OF EXHIBITS
ON FILE WITH CITY CLERK

Exhibit List for City of Marysville LID #71 Hearing – January 9, 2014

Exhibit	Document	Date
1	Certificate relating to sufficiency of petition	Dated May 12, 2010
2	Intent Resolution and meeting minutes	Resolution No. 2292 dated July 26, 2010
3	Certificate of mailing notice of hearing	Yes, dated August 12, 2010
4	Affidavit of publishing notice of hearing	Published July 10, 2010 and August 4, 2010 Dated August 17, 2010
5	Hearing date and proceedings before hearing officer	Council minutes/hearing minutes from September 20, 2010
6	Formation ordinance	Ordinance No. 2827 dated September 20, 2010
7	Affidavit of publication	Published September 22, 2010 Dated September 27, 2010
8	Receipt of notice filed by City with County assessor re: farm and agricultural land	Receipt dated September 30, 2010
9	Certificate from County assessor or other evidence that assessor mailed notice to farm/ag land property owners	November 8, 2010
10	Certified copy of any waiver of farm/ag land exemption that was filed with the assessor	July 27, 2010 – Record No. 20100727035, 20107270536, 201007270537, 201007270538, 201007270539
11	Resolution or motion setting time for assessment roll hearing	Resolution 2352 dated December 9, 2013
12	Certification that notice of hearing was mailed 15 days prior	Mailed December 11, 2013 Dated December 18, 2013
13	Certification that notice of hearing was mailed 15 days prior – SPPF Properties, LLC	Mailed December 24, 2013 Dated January 3, 2014
14	Affidavit of publication (once a week for two consecutive weeks with the last 15 days before hearing)	Published December 14, 2013 and December 21, 2013 Dated January 8, 2014
15	Summary of Final Special Benefit/Proportionate Assessment Study	December 4, 2013
16	Certified Assessment Roll	December 5, 2013
17	Certified Assessment Roll – Amendment 1	December 24, 2013
18	Certified Assessment Roll – Amendment 2	December 26, 2013
18A	Certified Assessment Roll – Amendment 3	January 9, 2013
19	Certified Final Cost Summary	September 17, 2013
20	Correspondence Log	
21	Protest Log	
22	Lakewood Triangle Assess & Circulation 156 th Street/I-5 SPUI Interchange B (Build-out of Interchange)	
23	LID-156 th Street Overpass – City of Marysville Hearing Brief	January 3, 2014

EXHIBIT B

THE FINAL ASSESSMENT ROLL FOR THE APPELLANT PROPERTIES

CERTIFICATION

I, the undersigned, Deputy City Clerk of the City of Marysville, Washington (the “City”), hereby certify as follows:

1. The attached copy of Ordinance No. ____ (the “Ordinance”) is a full, true and correct copy of an ordinance duly passed at a regular meeting of the City Council of the City held at the regular meeting place thereof on March 24, 2014, as that ordinance appears on the minute book of the City.

2. The Ordinance will be in full force and effect five days after publication in the City’s official newspaper, which publication date is March 24, 2014.

3. A quorum of the members of the City Council was present throughout the meeting and a majority of the members voted in the proper manner for the passage of the Ordinance.

Dated: March 24, 2014.

CITY OF MARYSVILLE, WASHINGTON

April O’Brien, Deputy City Clerk