

Marysville City Council Meeting

June 16, 2014 rescheduled from June 9, 2014

7:00 p.m.

City Hall

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Approval of the Agenda

Committee Reports

Presentations

Audience Participation

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

2. Approval of the May 12, 2014 City Council Meeting Minutes.

Consent

3. Approval of the May 20, 2014 Payroll in the Amount of \$852,482.94; Paid by Check Number's 27646 through 27702.

4. Approval of the May 21, 2014 Claims in the Amount of \$550,470.06; Paid by Check Number's 92186 through 92374 with No Checks Voided.

5. Approval of the May 28, 2014 Claims in the Amount of \$125,957.74; Paid by Check Number's 92375 through 92507 with Check Number 75079 Voided.

7. Consider Approving the Interlocal Agreement for Inmate Housing with Yakima County.

8. Consider Approving the Interlocal Agreement for Inmate Housing with Chelan County.

9. Consider Approving the Special Event Permit from Marysville Downtown Merchants Association to Conduct a Special Event on July 12, 2014, to Include the Street Closure of 3rd Street between State Avenue and Union Avenue.

**These items have been added or revised from the materials previously distributed in the packets for the June 3, 2014 Work Session.*

Marysville City Council Meeting

June 16, 2014 rescheduled from June 9, 2014

7:00 p.m.

City Hall

10. Consider Approving the Independent Contractor/Concessionaire Agreement with Rhonda Moen DBA Ice Cream Mom for Ice Cream Vending Services Effective July 10, 2014 through August 31, 2014.

11. Consider Approving the Independent Contractor/Concessionaire Agreement with The Hillside Church for Concessionaire Services Effective June 30, 2014 through December 31, 2014.

13. Consider Approving the Landowner Agreement with The Adopt a Stream Foundation (AASF).

Review Bids

6. Consider Awarding the Bid for the North Marysville Regional Pond #2 Project to Trimaxx Construction, Inc. in the Amount Totaling \$2,632,324.29, which includes Washington State Sales Tax and Management Reserve of \$125,348.78.

Public Hearings

New Business

1. Consider Approving a **Resolution** Of the City of Marysville Relating to Procedures for the Conduct of Business at Council Meetings, and Repealing Resolution No.2342. *

14. Consider Approving a **Resolution** Declaring Equipment Which is No Longer Compatible with City's Technology as Surplus and Authorizing the Sale and Disposal Thereof.

Legal

Mayor's Business

15. Consider Approving the Salary Commission Reappointment: Mark Allen.

Staff Business

Call on Councilmembers

Executive Session

A. Litigation

**These items have been added or revised from the materials previously distributed in the packets for the June 3, 2014 Work Session.*

Marysville City Council Meeting**June 16, 2014 rescheduled from June 9, 2014****7:00 p.m.****City Hall**

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.

**These items have been added or revised from the materials previously distributed in the packets for the June 3, 2014 Work Session.*

Index #2

Call to Order/Pledge of Allegiance/Roll Call	7:00 p.m.
Approval of the Agenda	Approved
Committee Reports	
Presentations	
Proclamation: May 15, 2014 as Peace Officers Memorial Day and May 11-17 as Police Week.	Read
Approval of Minutes	
Approval of the April 14, 2014 City Council Meeting Minutes.	Approved
Consent Agenda	
Approval of the April 23, 2014 Claims in the Amount of \$388,303.00; Paid by Check Number's 91613 through 91742 with Check Number 90909 Voided.	Approved
Approval of the April 30, 2014 Claims in the Amount of \$276,275.38; Paid by Check Number's 91743 through 91880.	Approved
Consider Approving the Amended Snohomish County Human Services Grant Agreement which will provide \$11,000 in Reimbursed Funds for the Salaries and Benefits of the Program Clerk Position at the Ken Baxter Community Center through December 31, 2014.	Approved
Approval of the May 5, 2014 Payroll in the Amount of \$1,529,642.33; Paid by Check Number's 27591 through 27645.	Approved
Review Bids	
Public Hearings	
New Business	
Consider Approving an Ordinance of the City of Marysville, Washington, Amending Marysville Municipal Code Section 2.88.020 Regarding Membership of the Marysville Disability Board; Providing for Severability; and Effective Date.	Approved Ord. No. 2960
Consider Approving an Ordinance of the City of Marysville, Washington, Amending Marysville Municipal Code Chapter 2.16 Relating to Civil Service; Providing for Severability; and Effective Date.	Approved Ord. No. 2961
Legal	
Mayor's Business	
Staff Business	
Call on Councilmembers	
Adjournment	7:29 p.m.

COUNCIL



DRAFT
MINUTES

Regular Meeting
May 12, 2014

Call to Order / Pledge of Allegiance

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

Roll Call

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

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

Approval of the Agenda

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

Committee Reports

Councilmember Muller reported that the Library Board meeting is cancelled this month.

Presentations

- A. Proclamation: May 15, 2014 as Peace Officers Memorial Day and May 11-17 as Police Week.

Mayor Nehring read the Proclamation designating May 15, 2014 as Peace Officers Memorial Day and May 11-17 as Police Week and calling upon citizens of Marysville to

observe Thursday, May 15 as Peace Officers' Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or who have become disabled in the performance of duty.

Audience Participation

Preston Dwoskin, 11120 – 46th Ave Northeast, Marysville, WA, spoke in support of the Proclamation on the agenda recognizing police officers and in support of the Marysville Police Department. He thanked the officers who put their lives on the line every day. He also commented that there are people on the property at 116th south of Winco that should not be there.

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

1. Approval of the April 14, 2014 City Council Meeting Minutes.

Councilmember Norton reported that she would be abstaining from the vote since she wasn't at the April 14 meeting.

Motion made by Councilmember Wright, seconded by Councilmember Stevens, to approve the April 14, 2014 City Council Meeting Minutes as presented. **Motion** passed unanimously (6-0) with Councilmember Norton abstaining.

Consent

2. Approval of the April 23, 2014 Claims in the Amount of \$388,303.00; Paid by Check Number's 91613 through 91742 with Check Number 90909 Voided.
3. Approval of the April 30, 2014 Claims in the Amount of \$276,275.38; Paid by Check Number's 91743 through 91880.
4. Consider Approving the Amended Snohomish County Human Services Grant Agreement which will provide \$11,000 in Reimbursed Funds for the Salaries and Benefits of the Program Clerk Position at the Ken Baxter Community Center through December 31, 2014.
7. Approval of the May 5, 2014 Payroll in the Amount of \$1,529,642.33; Paid by Check Number's 27591 through 27645.

Motion made by Councilmember Vaughan, seconded by Councilmember Norton, to approve the Consent Agenda. **Motion** passed unanimously (7-0).

Review Bids

Public Hearings

New Business

5. Consider Approving an Ordinance of the City of Marysville, Washington, Amending Marysville Municipal Code Section 2.88.020 Regarding Membership of the Marysville Disability Board; Providing for Severability; and Effective Date.

City Attorney Grant Weed explained that this Ordinance assists with updating the code to reflect the fact that our Disability Board now functions for the purpose of retired police officers, but not firefighters. Additionally, it updates the code to reflect current state requirements for appointing Disability Board members. There were no further comments or questions.

Motion made by Councilmember Muller, seconded by Councilmember Vaughan, to Ordinance No. 2960. **Motion** passed unanimously (7-0).

6. Consider Approving an Ordinance of the City of Marysville, Washington, Amending Marysville Municipal Code Chapter 2.16 Relating to Civil Service; Providing for Severability; and Effective Date.

City Attorney Weed explained that this assists with updating the code to remove firefighters from the code. It also updates and clarifies the verbiage regarding members' political parties.

Motion made by Councilmember Wright, seconded by Councilmember Toyer, to approve Ordinance No. 2961. **Motion** passed unanimously (7-0).

Legal**Mayor's Business**

- He and others went to Olympia on Friday to present the City's case for the 529 Interchange in front of the Committee of the Freight Mobility Strategic Investment Board (FMSIB) Board. He commented Public Works and everybody involved in that effort. He noted that he heard several times that they were impressed that the City funded and moved forward with the IJR process. Director Nielsen concurred and thanked the Council for approving the IJR.
- He held a Coffee Klatch last Thursday at Glenwood Mobile. He reported that this was an extremely positive meeting with many commendations for different city departments. People appear to be grateful for all the work being done.
- He thanked staff for their work on the volunteer appreciation banquet which was very enjoyable.
- Thanks to Kevin Nielsen and his crew for doing some quick work on cleaning up graffiti.

Staff Business

Chief Smith:

- Thanks to the Mayor for the Proclamation on Police Week.
- He gave an update on a situation where police officers Chris Farley and Brad Smith were able to save a life.

Sandy had no comments.

Grant had no comments.

Kevin Nielsen:

- He commended Mayor Nehring for his presentation last week. There was also a WSDOT and federal highways meeting on Wednesday for that same project with a positive response. He is very excited about the 529 project.
- It looks like the City will get about \$500,000 of federal money for overlaying on 67th.
- John Cowling did a great job in the FMSIB presentation.
- Clean Sweep is still going on with crews working on pressure washing, weeding, and other cleanup work.

Gloria Hirashima:

- Staff has been getting a lot of positive feedback from the public. The atmosphere has been extremely positive at various meetings. People appear to be very appreciative of the work the City is doing and actions taken to address issues.
- There might be a need for an Economic Development meeting as soon as possible.

Call on Councilmembers

Kamille Norton thanked the police department for the great work they do, the service they provide, and the sacrifices they make for the community. She commented that it's nice to hear the positive feedback that staff is receiving.

Steve Muller:

- He concurred with positive comments about the police department.
- He noted that at Allen Creek and Sunnyside there are trees that are rotten and about to fall down. CAO Hirashima indicated staff would look into that.

Rob Toyer had no comments.

Michael Stevens commented that progress on the spray park is impressive.

Jeff Seibert had no comments.

Donna Wright had no comments.

DRAFT

Jeff Vaughan had no comments.

Executive Session

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

Adjournment

Seeing no further business Mayor Nehring adjourned the meeting at 7:29 p.m.

Approved this _____ day of _____, 2014.

Mayor
Jon Nehring

April O'Brien
Deputy City Clerk

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Index #3

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: June 9, 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 May 20, 2014 payroll in the amount \$852,482.94 Check No.'s 27646 through 27702.

COUNCIL ACTION:

Index #4

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: June 9, 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 May 21, 2014 claims in the amount of \$550,470.06 paid by Check No.'s 92186 through 92374 with no Check No. voided.
COUNCIL ACTION:

**CLAIMS
FOR
PERIOD-5**

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 **\$550,470.06 PAID BY CHECK NO.'S 92186 THROUGH 92374 WITH NO CHECK NO. VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

AUDITING OFFICER

DATE

MAYOR

DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **9th DAY OF JUNE 2014.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 5/15/2014 TO 5/21/2014**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
92186	REVENUE, DEPT OF	SALES AND USE TAXES-APRIL 2014	CITY CLERK	0.06
	REVENUE, DEPT OF		COMMUNITY DEVELOPMENT-	8.99
	REVENUE, DEPT OF		POLICE ADMINISTRATION	22.39
	REVENUE, DEPT OF		GOLF COURSE	26.62
	REVENUE, DEPT OF		ER&R	81.58
	REVENUE, DEPT OF		WATER/SEWER OPERATION	109.57
	REVENUE, DEPT OF		RECREATION SERVICES	253.80
	REVENUE, DEPT OF		INFORMATION SERVICES	287.21
	REVENUE, DEPT OF		PRO-SHOP	347.84
	REVENUE, DEPT OF		CITY STREETS	483.21
	REVENUE, DEPT OF		GENERAL FUND	652.52
	REVENUE, DEPT OF		STORM DRAINAGE	5,533.77
	REVENUE, DEPT OF		GOLF COURSE	6,321.05
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	28,132.12
	REVENUE, DEPT OF		UTIL ADMIN	56,805.73
92187	ALBERTSONS	MEETING EXPENSES	UTIL ADMIN	47.23
92188	ALBERTSONS	SPECIAL EVENT SUPPLIES	COMMUNITY CENTER	67.91
	ALBERTSONS		RECREATION SERVICES	197.54
92189	ANDERSON, BRADLEY	JURY DUTY	COURTS	21.30
92190	ANDERSON, ETHAN	SUMMER CONCERT	RECREATION SERVICES	600.00
92191	ARAMARK UNIFORM	UNIFORM SERVICE	MAINTENANCE	11.13
	ARAMARK UNIFORM		MAINTENANCE	11.13
	ARAMARK UNIFORM		EQUIPMENT RENTAL	26.01
92192	ARLINGTON POWER	WEED EATER REPAIR	ROADSIDE VEGETATION	52.13
	ARLINGTON POWER	STIHL TRIMMER REPAIR	ROADSIDE VEGETATION	55.93
	ARLINGTON POWER	WEED EATER REPAIR	ROADSIDE VEGETATION	75.92
	ARLINGTON POWER		ROADSIDE VEGETATION	123.34
92193	BANK OF AMERICA	SUPPLY REIMBURSEMENT	UTILITY BILLING	6.99
	BANK OF AMERICA		COMPUTER SERVICES	244.61
92194	BANK OF AMERICA		PARK & RECREATION FAC	25.53
	BANK OF AMERICA		RECREATION SERVICES	39.41
	BANK OF AMERICA		PARK & RECREATION FAC	51.01
	BANK OF AMERICA		RECREATION SERVICES	106.37
	BANK OF AMERICA		PROTECTIVE INSPECTIONS	281.75
	BANK OF AMERICA		PRO-SHOP	352.50
92195	BANK OF AMERICA	TRAINING REIMBURSEMENT	POLICE TRAINING-FIREARMS	1,313.63
92196	BANK OF AMERICA	TRAVEL/TRAINING REIMBURSEMENT	COMMUNITY DEVELOPMENT-	35.00
	BANK OF AMERICA		EXECUTIVE ADMIN	174.60
	BANK OF AMERICA		POLICE TRAINING-FIREARMS	370.00
	BANK OF AMERICA		CITY COUNCIL	375.00
	BANK OF AMERICA		LEGAL - PROSECUTION	586.43
92197	BANK OF AMERICA		CITY CLERK	123.96
	BANK OF AMERICA		FINANCE-GENL	366.96
	BANK OF AMERICA		CITY CLERK	1,075.00
92198	BANK OF AMERICA	SUPPLY/TRAINING REIMBURSEMENT	UTIL ADMIN	25.00
	BANK OF AMERICA		WATER SERVICES	2,238.76
92199	BARTL, CRAIG	TRAINING REIMBURSEMENT	POLICE TRAINING-FIREARMS	18.31
92200	BARTNESS, CHRIS	JURY DUTY	COURTS	26.95
92201	BICKFORD FORD	FLEX PLATE	EQUIPMENT RENTAL	79.32
	BICKFORD FORD	SEAT BELT LATCH	EQUIPMENT RENTAL	115.72
	BICKFORD FORD	BRAKE ROTORS AND BRAKE PADS	ER&R	319.18
	BICKFORD FORD	SERPENTINE BELT AND CONDENSER	EQUIPMENT RENTAL	363.72
	BICKFORD FORD	INSTRUMENT CLUSTER	EQUIPMENT RENTAL	412.59
	BICKFORD FORD	CONTROL MODULE AND ACTUATOR	EQUIPMENT RENTAL	645.53
92202	BLUMENTHAL UNIFORMS	UNIFORM-WHITE AND SUTHERLAND	YOUTH SERVICES	149.18
92203	BOWNE, MICHELLE	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
92204	BOYS & GIRLS CLUBS	2014 BOYS & GIRLS CLUB AUCTION	CITY COUNCIL	300.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 5/15/2014 TO 5/21/2014

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
92204	BOYS & GIRLS CLUBS	2014 BOYS & GIRLS CLUB AUCTION	EXECUTIVE ADMIN	600.00
92205	BRADLEY, SHARON	UB 620660000001 10523 39TH DR	WATER/SEWER OPERATION	197.47
92206	BROCK, TINA	REIMBURSE MILEAGE	CITY CLERK	56.22
92207	BUCHANAN AUTOMATION	AIR VALVES	ER&R	76.56
92208	BUFFALO INDUSTRIES	POLY-SPILL PALLET AND POLY-OVE	STORM DRAINAGE	1,695.25
92209	C R HARNDEN CO INC	TREES (3)	ROADWAY MAINTENANCE	339.26
92210	CANAM FABRICATIONS	REPAIR TAILGATE	EQUIPMENT RENTAL	173.76
92211	CAPTAIN DIZZYS EXXON	CAR WASHES	PARK & RECREATION FAC	4.50
	CAPTAIN DIZZYS EXXON		ANIMAL CONTROL	9.00
	CAPTAIN DIZZYS EXXON		POLICE PATROL	103.50
92212	CARRS ACE	COMBO SQUARE	WASTE WATER TREATMENT F	7.59
	CARRS ACE	HEAVY DUTY HASP	WASTE WATER TREATMENT F	17.37
	CARRS ACE	GARBAGE CANS, CLAMPS, TAPE AND	PARK & RECREATION FAC	122.71
92213	CASTRO, ALEXANDER	UB 980460300001 4603 60TH DR N	WATER/SEWER OPERATION	102.64
92214	CATHOLIC COMMUNITY	CDBG-CHORE SERVICES	COMMUNITY DEVELOPMENT-	809.87
92215	CEMEX	ASPHALT	ROADWAY MAINTENANCE	141.72
	CEMEX		WATER DIST MAINS	352.92
92216	CHAMPION BOLT	DRIVERS, BOLTS AND HARDWARE	WASTE WATER TREATMENT F	172.80
92217	CHEMTRADE CHEMICALS	ALUMINUM SULFATE	WASTE WATER TREATMENT F	4,784.07
92218	CHENNAULT, KARI	REIMBURSE MEETING SUPPLIES	SURFACE WATER CAPITAL PF	16.29
92219	CIVICPLUS	WEBSITE CHANGES	EXECUTIVE ADMIN	600.00
92220	CNR, INC	DESK PHONE	LEGAL - PROSECUTION	193.19
92221	COBB, JEFF	REIMBURSE MEALS	UTIL ADMIN	26.85
92222	CODE PUBLISHING	ELECTRONIC UPDATE	CITY CLERK	902.83
92223	COLLINS, JIM	REFUND CLASS FEES	PARKS-RECREATION	25.00
92224	COMPUCOM SYSTEMS	SERVER SOFTWARE UPGRADE	IS REPLACEMENT ACCOUNTS	27,085.83
92225	CONSOLIDATED TECH	IGN MONTHLY CHARGE	OFFICE OPERATIONS	195.00
92226	COOP SUPPLY	POSTS, EARTH STARTER AND LOCKS	ROADWAY MAINTENANCE	113.01
92227	CORPORATE OFFICE SPL	OFFICE SUPPLIES	WATER RESERVOIRS	190.26
92228	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	1,129.63
	CORRECTIONS, DEPT OF		DETENTION & CORRECTION	3,901.98
92229	COSTLESS SENIOR SRVC	INMATE PRESCRIPTIONS	DETENTION & CORRECTION	279.68
92230	CRIMINAL JUSTICE	TRAINING (3)	POLICE TRAINING-FIREARMS	375.00
92231	DB SECURE SHRED	MONTHLY SHREDDING SERVICE	CITY CLERK	7.46
	DB SECURE SHRED		FINANCE-GENL	7.46
	DB SECURE SHRED		UTILITY BILLING	7.47
	DB SECURE SHRED		PERSONNEL ADMINISTRATIOI	19.52
92232	DEAVER ELECTRIC	REPAIR OUTSIDE LIGHTING	MAINT OF GENL PLANT	96.93
92233	DICKS TOWING	TOWING EXPENSE-MP14-3796	POLICE PATROL	43.44
92234	DOMESTIC VIOLENCE	CDBG-LEGAL ADVOCACY SERVICES	COMMUNITY DEVELOPMENT-	2,683.60
92235	DOUPE, MICHAEL	REFUND CLASS FEES	PARKS-RECREATION	180.00
92236	DUEMELL, PATRICIA	REIMBURSE WELLNESS SUPPLIES	PERSONNEL ADMINISTRATIOI	285.55
92237	DUNLAP INDUSTRIAL	SAFETY CANS, CLIPS AND CABLES	STORM DRAINAGE	241.72
	DUNLAP INDUSTRIAL		SEWER MAIN COLLECTION	241.73
92238	DUSKIN, BRENT	JURY DUTY	COURTS	21.30
92239	E&E LUMBER	OUTLETS	PUBLIC SAFETY BLDG.	16.64
	E&E LUMBER	FASTENERS, BITS AND HASP	PARK & RECREATION FAC	32.25
	E&E LUMBER	DRAINAGE SUPPLIES	PARK & RECREATION FAC	43.53
	E&E LUMBER	STONE	PARK & RECREATION FAC	60.92
	E&E LUMBER	TOOLS	PARK & RECREATION FAC	104.21
	E&E LUMBER	TREATED WOOD	STORM DRAINAGE	112.38
	E&E LUMBER	CHAIN	PARK & RECREATION FAC	135.52
	E&E LUMBER	SCREWDRIVERS, BAGS AND TAPE	ER&R	233.84
92240	EAGLE FENCE	CHAIN LINK FENCE INSTALLATION	STORM DRAINAGE	1,094.69
92241	ECOLOGY, DEPT. OF	REGIONAL STORMWATER MONITORING	STORM DRAINAGE	39,975.00
92242	ECONOMIC ALLIANCE	EASC 3RD ANNUAL MEETING (1)	CITY COUNCIL	55.00
92243	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	10.50

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 5/15/2014 TO 5/21/2014**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
92243	EDGE ANALYTICAL	LAB ANALYSIS	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	63.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	115.50
92244	ELTON, JONATHAN	REIMBURSE TRAINING EXPENSE	POLICE TRAINING-FIREARMS	36.94
92245	EWING IRRIGATION	GLOVES AND HERBICIDES	ROADSIDE VEGETATION	409.16
	EWING IRRIGATION	EMBARK	ROADSIDE VEGETATION	566.40
92246	FREEMAN, JIM	SUMMER CONCERT	RECREATION SERVICES	600.00
92247	FRONTIER COMMUNICATI	LONG DISTANCE CHARGES	CRIME PREVENTION	0.13
	FRONTIER COMMUNICATI		SOLID WASTE CUSTOMER EX	0.13
	FRONTIER COMMUNICATI		LEGAL-GENL	0.48
	FRONTIER COMMUNICATI		FACILITY MAINTENANCE	0.63
	FRONTIER COMMUNICATI		YOUTH SERVICES	0.71
	FRONTIER COMMUNICATI		PURCHASING/CENTRAL STOF	0.72
	FRONTIER COMMUNICATI		RECREATION SERVICES	0.91
	FRONTIER COMMUNICATI		ANIMAL CONTROL	1.59
	FRONTIER COMMUNICATI		COMMUNITY CENTER	1.67
	FRONTIER COMMUNICATI		PERSONNEL ADMINISTRATIO	2.07
	FRONTIER COMMUNICATI		GENERAL SERVICES - OVERH	2.09
	FRONTIER COMMUNICATI		CITY CLERK	2.58
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	3.09
	FRONTIER COMMUNICATI		POLICE ADMINISTRATION	3.29
	FRONTIER COMMUNICATI		EQUIPMENT RENTAL	3.80
	FRONTIER COMMUNICATI		STORM DRAINAGE	4.32
	FRONTIER COMMUNICATI		FINANCE-GENL	5.09
	FRONTIER COMMUNICATI		EXECUTIVE ADMIN	5.38
	FRONTIER COMMUNICATI		LEGAL - PROSECUTION	6.31
	FRONTIER COMMUNICATI		UTILITY BILLING	7.61
	FRONTIER COMMUNICATI		ENGR-GENL	7.91
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT F	8.48
	FRONTIER COMMUNICATI		PARK & RECREATION FAC	9.09
	FRONTIER COMMUNICATI		COMPUTER SERVICES	10.09
	FRONTIER COMMUNICATI		UTIL ADMIN	10.20
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	11.98
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	13.52
	FRONTIER COMMUNICATI		POLICE PATROL	15.92
	FRONTIER COMMUNICATI		MUNICIPAL COURTS	16.83
	FRONTIER COMMUNICATI		POLICE INVESTIGATION	22.25
	FRONTIER COMMUNICATI		COMMUNITY DEVELOPMENT-	28.20
	FRONTIER COMMUNICATI		COURTS	21.30
92248	GAVIN, TERESA	JURY DUTY	COURTS	21.30
92249	GOVCONNECTION INC	PRINTER AND TONER	COMPUTER SERVICES	80.49
	GOVCONNECTION INC		IS REPLACEMENT ACCOUNTS	154.87
92250	GRAINGER	EYE WASH BOTTLES	ROADWAY MAINTENANCE	33.02
92251	GRANADO, PETRA	JURY DUTY	COURTS	20.00
92252	GRANITE CONST	ASPHALT	ROADWAY MAINTENANCE	132.58
92253	GRAY AND OSBORNE	PROFESSIONAL SERVICES	SURFACE WATER CAPITAL PF	20,295.55
92254	GREEN, CHEHARA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
92255	GREENHAUS PORTABLE	PORTABLE RENTALS	RECREATION SERVICES	423.50
	GREENHAUS PORTABLE		RECREATION SERVICES	423.50
	GREENHAUS PORTABLE		PARK & RECREATION FAC	484.00
92256	GREENSHIELDS	CABLES, SLEEVES AND CLAMPS	ROADSIDE VEGETATION	38.53
	GREENSHIELDS	DECANT AREA HARDWARE	SEWER MAIN COLLECTION	85.07

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
92256	GREENSHIELDS	DECANT AREA HARDWARE	STORM DRAINAGE	85.08
	GREENSHIELDS	CABLE AND RECEIVER LOCKS	ROADWAY MAINTENANCE	87.16
	GREENSHIELDS	BULK HYDRAULIC HOSE	EQUIPMENT RENTAL	286.14
	GREENSHIELDS	HYDRAULIC HOSE ASSEMBLY	EQUIPMENT RENTAL	361.46
	GREENSHIELDS	SAFETY ACCESSORIES AND STRAPS	PARK & RECREATION FAC	362.05
	GREENSHIELDS	MOWER CHAIN, BINDERS AND HOOKS	STORM DRAINAGE	482.91
	GREENSHIELDS		ROADSIDE VEGETATION	482.92
92257	GRIFFEN, CHRIS	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	150.00
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	202.50
92258	GRUNDFOS PUMPS	REPAIR STILLY PLANT PUMP	WATER FILTRATION PLANT	1,303.20
92259	GUY, KRISTIE	REIMBURSE TRAINING/TRAVEL EXP	PERSONNEL ADMINISTRATIO	743.39
92260	HAMMER, REIDER & BET	UB 761305100001 7712 76TH PL N	WATER/SEWER OPERATION	177.77
92261	HARDIN, CHARLOTTE	JURY DUTY	COURTS	24.13
92262	HD FOWLER COMPANY	DRAINAGE SUPPLIES	PARK & RECREATION FAC	96.63
	HD FOWLER COMPANY	IRON PIPE ADAPTERS	WATER/SEWER OPERATION	119.96
92263	HERMOSILLO, JOHAN	JURY DUTY	COURTS	22.43
92264	HERTZ EQUIPMENT RENT	TRAILER RENTAL	PROTECTIVE INSPECTIONS	513.24
92265	HIMALAYA HOMES-RENTA	UB 767911000000 7911 58TH PL N	WATER/SEWER OPERATION	200.14
92266	HORIZON	PESTICIDES	MAINTENANCE	553.55
92267	HOUSING HOPE	CDBG-BEACHWOOD APT SUPPORT SER	COMMUNITY DEVELOPMENT-	2,769.45
92268	INTERSTATE AUTO PART	LED WORKLIGHTS AND BULBS	EQUIPMENT RENTAL	3.40
	INTERSTATE AUTO PART	LED WORKLIGHTS	SOLID WASTE OPERATIONS	325.69
	INTERSTATE AUTO PART	LED WORKLIGHTS AND BULBS	SOLID WASTE OPERATIONS	325.70
92269	JACKAN, CHRISTINE	JURY DUTY	COURTS	24.13
92270	JAMES, LEA	REFUND CLASS FEES	PARKS-RECREATION	25.00
92271	JUSTICE SYSTEMS CORP	ANNUAL MAINTENANCE	PUBLIC SAFETY BLDG.	1,647.94
92272	KING COUNTY DIST COU	BAIL POSTED	GENERAL FUND	500.00
92273	KING, JEREMY	REIMBURSE TRAINING/TRAVEL EXPE	POLICE TRAINING-FIREARMS	383.28
92274	KLEMENTSEN, TORY	INSTRUCTOR SERVICES	RECREATION SERVICES	455.00
92275	KPG, INC PS	PROFESSIONAL SERVICES	GMA - STREET	2,752.41
92276	LAKEWOOD SCHOOL DIST	FACILITY USAGE FEES	RECREATION SERVICES	149.52
92277	LANSWELL DEVELOPMENT	UB 932270000000 514 STATE AVE	WATER/SEWER OPERATION	62.13
92278	LASTING IMPRESSIONS	UNIFORM EMBROIDERY	POLICE PATROL	21.72
92279	LEONARD, KEITH	UB 523513000000 3505 175TH PL	WATER/SEWER OPERATION	102.25
92280	LICENSING, DEPT OF	COOK, ROBERT (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	DALE, BUFORD (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	GOLDSMITH, MARGO (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MATSON, LISA (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	OLSEN, PAUL (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	WINES, SHARON (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	GOMEZ, ROBERTO (LT RENEWAL)	GENERAL FUND	21.00
	LICENSING, DEPT OF	WHEELER, JOSEPH (LT RENEWAL)	GENERAL FUND	21.00
92281	LIN ROGERS ELECTRIC	REFUND ELECTRICAL PERMIT FEES	COMMUNITY DEVELOPMENT	1,000.00
92282	LINKS TURF SUPPLY	TARGETS AND FLAGS	MAINTENANCE	204.04
	LINKS TURF SUPPLY	FLAGS, MARKING PAINT, HAND PUM	MAINTENANCE	362.25
92283	LOTHAMER, RICHARD	JURY DUTY	COURTS	21.30
92284	LOWES HIW INC	SMALL TOOLS	PARK & RECREATION FAC	58.83
92285	LUCE, VIRGINIA	REFUND CLASS FEES	PARKS-RECREATION	80.00
92286	LYONS, GEORGE & MARY	UB 848427820000 8427 82ND ST N	WATER/SEWER OPERATION	143.69
92287	MARYSVILLE SCHOOL	FACILITY USAGE FEES-TMS	RECREATION SERVICES	108.00
	MARYSVILLE SCHOOL		RECREATION SERVICES	126.00
92288	MESSERLY, CONNIE	REIMBURSE MILEAGE	PERSONNEL ADMINISTRATIO	21.59
92289	MONTGOMERY, SAM	UB 762140000001 6309 67TH PL N	WATER/SEWER OPERATION	256.76
92290	MUNN, KELLY	JURY DUTY	COURTS	22.43
92291	MYERS, BERNARD		COURTS	22.43
92292	NELSON PETROLEUM	BULK FUEL CONSUMED	MAINTENANCE	1,170.35
	NELSON PETROLEUM		MAINTENANCE	1,386.58

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92293	NEPTUNE TECHNOLOGY	INSTALLATION KITS	WATER SERVICES	2,435.67
92294	NEWMAN TRAFFIC SIGNS	SPEED LIMIT SIGNS (50)	CITY STREETS	-148.35
	NEWMAN TRAFFIC SIGNS		TRANSPORTATION MANAGEM	1,873.35
92295	NORTHPOINTE HOMEOWN	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
92296	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WATER FILTRATION PLANT	612.00
	NORTHSTAR CHEMICAL		WATER QUAL TREATMENT	1,250.00
92297	NPEA	SEMINAR REGISTRATION-GOLDMAN,	POLICE TRAINING-FIREARMS	300.00
92298	OBOM CONSTRUCTION	PAY ESTIMATE #1	GENERAL FUND	-2,392.50
	OBOM CONSTRUCTION		FACILITY REPLACEMENT	51,965.10
92299	OFFICE INTERIORS INC	OFFICE FURNITURE	OFFICE OPERATIONS	570.15
92300	ORR, JAMES	SUMMER CONCERT	RECREATION SERVICES	600.00
92301	OSBORN CONSULTING	PROFESSIONAL SERVICES	SURFACE WATER CAPITAL PF	7,645.57
92302	OWEN EQUIPMENT	HYDRAULIC CYLINDER	EQUIPMENT RENTAL	811.79
92303	PACIFIC POWER BATTER	BATTERIES	ROADSIDE VEGETATION	7.33
92304	PACIFIC POWER PROD.	HARDWARE	MAINTENANCE	14.03
	PACIFIC POWER PROD.	PINS	PARK & RECREATION FAC	14.34
	PACIFIC POWER PROD.	TINES	MAINTENANCE	81.47
	PACIFIC POWER PROD.	SPINDLE AND KNOB	MAINTENANCE	108.23
	PACIFIC POWER PROD.	BRAKE DRUM, CHOKE AND PEDAL AS	MAINTENANCE	152.49
	PACIFIC POWER PROD.	BLADES	PARK & RECREATION FAC	262.07
	PACIFIC POWER PROD.	U-JOINT, COUPLING, ISOLATOR AN	PARK & RECREATION FAC	499.17
	PACIFIC POWER PROD.	BLADES, WHEEL ASSEMBLY AND YOK	MAINTENANCE	937.06
92305	PACLAB	INMATE MEDICAL EXPENSE	POLICE PATROL	31.20
92306	PARAMOUNT SUPPLY	PRESSURE GAUGE REPAIR PARTS	WASTE WATER TREATMENT F	136.44
92307	PARTS STORE, THE	U-JOINT	EQUIPMENT RENTAL	44.72
	PARTS STORE, THE	HALOGEN BULBS, WW FLUID	ER&R	81.61
	PARTS STORE, THE	SAND BLAST MATERIAL	EQUIPMENT RENTAL	134.98
	PARTS STORE, THE	GEAR OIL, AIR FILTER AND BELTS	MAINTENANCE	187.37
92308	PARTSMASTER	GRINDING WHEELS	EQUIPMENT RENTAL	264.58
	PARTSMASTER	MAG DRILL, COOLANT KIT AND MIS	EQUIPMENT RENTAL	1,435.97
	PARTSMASTER	SHANK DRILL BITS AND 55PC CRYO	EQUIPMENT RENTAL	1,684.12
92309	PAYMENTUS	TRANSACTION FEES-APRIL 2014	UTILITY BILLING	12,621.58
92310	PEACE OF MIND	MINUTE TAKING SERVICE	CITY CLERK	71.30
	PEACE OF MIND		CITY CLERK	99.20
	PEACE OF MIND		CITY CLERK	108.50
	PEACE OF MIND		COMMUNITY DEVELOPMENT-	124.00
92311	PEACOCK, WILLIAM	WWCPA CERTIFICATION TRAINING (STORM DRAINAGE	1,245.00
92312	PETROCARD SYSTEMS	FUEL CONSUMED	STORM DRAINAGE	59.49
	PETROCARD SYSTEMS		COMPUTER SERVICES	61.18
	PETROCARD SYSTEMS		ENGR-GENL	95.62
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	165.56
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	179.60
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	548.18
	PETROCARD SYSTEMS		PARK & RECREATION FAC	1,086.68
	PETROCARD SYSTEMS		GENERAL SERVICES - OVERH	3,011.69
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	4,444.78
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	5,061.67
	PETROCARD SYSTEMS		POLICE PATROL	8,654.55
92313	PILCHUCK RENTALS	2 CYCLE MIX	PARK & RECREATION FAC	45.97
	PILCHUCK RENTALS	REPAIR BACKPACK BLOWER	STORM DRAINAGE	115.59
	PILCHUCK RENTALS	HANDHELD BLOWER	TRAFFIC CONTROL DEVICES	162.85
	PILCHUCK RENTALS	TRAILER RENTAL	PROTECTIVE INSPECTIONS	309.51
92314	PLANET UNDERGROUND	LOCATOR CERTIFICATION SEMINAR	UTIL ADMIN	1,935.00
92315	PLATT ELECTRIC	LAMPS AND ZIP TIES	SEWER LIFT STATION	246.47
92316	PNWS-AWWA	2014 WESTERN WA SHORT SCHOOL-C	UTIL ADMIN	190.00
	PNWS-AWWA	2014 WESTERN WA SHORT SCHOOL-S	UTIL ADMIN	190.00
92317	PTARMIGAN PLACE ENTE	UB 130990000001 11831 47TH DR	WATER/SEWER OPERATION	54.61

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92318	PUD	ACCT #2024-6102-6	MAINT OF GENL PLANT	30.45
	PUD	ACCT #2054-1976-5	PUBLIC SAFETY BLDG.	30.45
	PUD	ACCT #2009-7395-6	SEWER LIFT STATION	45.92
	PUD	ACCT #2031-9973-2	TRANSPORTATION MANAGEM	75.06
	PUD	ACCT #2004-4880-1	TRANSPORTATION MANAGEM	75.68
	PUD	ACCT #2021-7595-6	TRAFFIC CONTROL DEVICES	94.48
	PUD	ACCT #2020-0351-3	PUMPING PLANT	136.54
	PUD	ACCT #2048-2122-7	TRAFFIC CONTROL DEVICES	257.22
	PUD	ACCT #2016-2888-0	WASTE WATER TREATMENT F	296.75
	PUD	ACCT #2016-7563-4	WASTE WATER TREATMENT F	719.71
	PUD	ACCT #2021-7733-3	MAINT OF GENL PLANT	1,251.14
	PUD	ACCT #2008-2454-8	MAINT OF GENL PLANT	1,257.97
	PUD	ACCT #2015-8728-4	WASTE WATER TREATMENT F	1,345.31
	PUD	ACCT #2011-4725-3	PUMPING PLANT	1,581.49
	PUD	ACCT #2016-3968-9	MAINT OF GENL PLANT	2,398.50
	PUD	ACCT #2020-0499-0	LIBRARY-GENL	2,816.61
	PUD	ACCT #2014-6303-1	PUBLIC SAFETY BLDG.	2,963.99
	PUD	ACCT #2020-7500-8	WASTE WATER TREATMENT F	7,809.73
	PUD	ACCT #2014-2063-5	WASTE WATER TREATMENT F	8,757.61
	PUD	ACCT #2017-2118-0	WASTE WATER TREATMENT F	17,673.82
92319	REECE TRUCKING	PAY ESTIMATE #5	UTILITY CONSTRUCTION	-3,304.37
	REECE TRUCKING	PAY ESTIMATE #6	UTILITY CONSTRUCTION	-319.58
	REECE TRUCKING		WATER CAPITAL PROJECTS	6,941.29
	REECE TRUCKING	PAY ESTIMATE #5	WATER CAPITAL PROJECTS	71,770.92
92320	REED, LINDA	JURY DUTY	COURTS	25.65
92321	REVENUE, DEPT OF	CC SYSTEM USAGE 1ST QTR 2014	COMMUNITY DEVELOPMENT-	620.74
92322	RICE, PAMELLA	JURY DUTY	COURTS	22.43
92323	ROBERTS, ALISHA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
92324	ROHAM, TIM	UB 790770000001 6522 58TH ST N	WATER/SEWER OPERATION	59.73
	ROHAM, TIM		WATER/SEWER OPERATION	59.84
92325	RONNING, DIANA	UB 651061300000 10613 66TH AVE	WATER/SEWER OPERATION	9.92
92326	ROY ROBINSON	FILLER NECK HOSE	EQUIPMENT RENTAL	116.30
92327	ROY, ANN & TRAVIS	UB 240200000001 10713 52ND AVE	WATER/SEWER OPERATION	27.38
92328	RUTH, JULIE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
92329	SAFEGUARD PROPERTIES	UB 761282340001 6112 76TH AVE	WATER/SEWER OPERATION	228.94
92330	SAFEWAY INC.	MEETING EXPENSES	CITY COUNCIL	26.97
	SAFEWAY INC.		EXECUTIVE ADMIN	30.97
92331	SCHMIDT HUFF, KARLEN	JURY DUTY	COURTS	22.43
92332	SENIOR SERVICES OF S	CDBG-MINOR HOME REPAIR	COMMUNITY DEVELOPMENT-	18,538.55
92333	SMOKEY POINT CONCRET	CULVERT SUPPLIES	STORM DRAINAGE	301.91
	SMOKEY POINT CONCRET	DENSITY FILL	WATER DIST MAINS	847.08
92334	SNAP-ON INCORPORATED	RATCHET, WRENCH, MIRROR AND TA	EQUIPMENT RENTAL	592.27
92335	SNO CO FINANCE	DUMP FEES	PARK & RECREATION FAC	296.00
92336	SNO CO TREASURER	INMATE PRESCRIPTIONS	DETENTION & CORRECTION	19.35
92337	SNO CO TREASURER	INMATE HOUSING-APRIL 2014	DETENTION & CORRECTION	8,343.55
92338	SOLID WASTE SYSTEMS	CABLE ASSEMBLIES	ER&R	472.01
92339	SOROPTIMIST INT'L	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
92340	SOUND PUBLISHING	LEGAL ADS	CITY CLERK	105.15
92341	SOUND PUBLISHING		COMMUNITY DEVELOPMENT-	130.75
92342	SOUND SAFETY	JEANS-DOUGLAS	SOLID WASTE OPERATIONS	141.69
	SOUND SAFETY	RAINGEAR	ER&R	167.07
	SOUND SAFETY	FIRST AID KITS	ER&R	271.78
	SOUND SAFETY	RAINGEAR	ER&R	280.71
92343	SPAFFORD, DAVID	JURY DUTY	COURTS	26.00
92344	SPAN PUBLISHING INC	2014 NATIONAL DIRECTORY	GENERAL FUND	-12.82
	SPAN PUBLISHING INC		POLICE ADMINISTRATION	161.82
92345	SPRINGBROOK NURSERY	PEA GRAVEL	PARK & RECREATION FAC	54.39

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92346	STAPLES	OFFICE SUPPLY CREDIT	UTILITY BILLING	-76.22
	STAPLES	OFFICE SUPPLIES	COMMUNITY DEVELOPMENT-	4.06
	STAPLES		POLICE INVESTIGATION	8.57
	STAPLES		LEGAL - PROSECUTION	10.74
	STAPLES		POLICE INVESTIGATION	27.64
	STAPLES		DETENTION & CORRECTION	39.42
	STAPLES		OFFICE OPERATIONS	53.21
	STAPLES		COMMUNITY DEVELOPMENT-	57.85
	STAPLES		COMMUNITY DEVELOPMENT-	62.46
	STAPLES		POLICE PATROL	78.12
	STAPLES		POLICE INVESTIGATION	78.25
	STAPLES		LEGAL - PROSECUTION	86.83
	STAPLES		COMMUNITY CENTER	102.55
	STAPLES		POLICE PATROL	118.66
	STAPLES		EXECUTIVE ADMIN	121.10
	STAPLES		OFFICE OPERATIONS	125.80
	STAPLES		LEGAL - PROSECUTION	138.76
	STAPLES		POLICE PATROL	152.28
	STAPLES		POLICE PATROL	169.81
	STAPLES	INMATE SUPPLIES	DETENTION & CORRECTION	199.82
	STAPLES	OFFICE SUPPLIES	POLICE PATROL	250.00
	STAPLES		UTILITY BILLING	514.04
92347	STATE PATROL	BACKGROUND CHECKS-APRIL 2014	PERSONNEL ADMINISTRATIO	330.00
92348	STRATEGIES 360	PROFESSIONAL SERVICES	GENERAL SERVICES - OVERH	1,066.46
	STRATEGIES 360		WASTE WATER TREATMENT F	1,066.47
	STRATEGIES 360		UTIL ADMIN	1,421.95
92349	STUBBERS, JOHN	JURY DUTY	COURTS	19.04
92350	SUTTON, LYNN & KEN	UB 761303130000 7301 78TH ST N	WATER/SEWER OPERATION	68.96
92351	SWICK-LAFAVE, JULIE	REIMBURSE JAIL SUPPLY EXPENSES	DETENTION & CORRECTION	72.48
92352	SYSTEMS INTERFACE	PROVIDE AND INSTALL SURGE PROT	WATER CAPITAL PROJECTS	1,450.84
92353	TAYLORMADE	GOLF BALLS	GOLF COURSE	282.00
92354	THYSSENKRUPP ELEVATO	PREVENTATIVE MAINTENANCE	ADMIN FACILITIES	205.17
	THYSSENKRUPP ELEVATO		PUBLIC SAFETY BLDG.	205.17
92355	TORO NSN	TORO SOFTWARE PLAN	MAINTENANCE	134.00
92356	TRAFFIC SAFETY SUPPL	POSTS AND ANCHORS	TRANSPORTATION MANAGEM	2,180.15
92357	TRANS SYSTEMS	PAY ESTIMATE #1	GMA - STREET	2,375.00
92358	TRANSOFT SOLUTIONS	MAP LICENSES AND AUTO TURN 8.2	GENERAL FUND	-194.15
	TRANSOFT SOLUTIONS		ENGR-GENL	2,451.65
92359	TRANSPORTATION, DEPT	BIA PROJECT COSTS	GMA - STREET	399.74
92360	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	6.11
92361	VALLEY FREIGHTLINER	RESERVOIR TANK	EQUIPMENT RENTAL	167.45
92362	VERIZON/FRONTIER	WIRELESS CHARGES	ANIMAL CONTROL	25.54
	VERIZON/FRONTIER		LEGAL-GENL	40.01
	VERIZON/FRONTIER		UTILITY BILLING	46.60
	VERIZON/FRONTIER		GOLF ADMINISTRATION	46.60
	VERIZON/FRONTIER		FACILITY MAINTENANCE	46.60
	VERIZON/FRONTIER		CRIME PREVENTION	48.84
	VERIZON/FRONTIER		YOUTH SERVICES	51.08
	VERIZON/FRONTIER		FINANCE-GENL	54.33
	VERIZON/FRONTIER		PERSONNEL ADMINISTRATIO	54.33
	VERIZON/FRONTIER		WATER SUPPLY MAINS	80.04
	VERIZON/FRONTIER		EQUIPMENT RENTAL	100.93
	VERIZON/FRONTIER		OFFICE OPERATIONS	102.16
	VERIZON/FRONTIER		LEGAL - PROSECUTION	108.66
	VERIZON/FRONTIER		PARK & RECREATION FAC	124.23
	VERIZON/FRONTIER		COMPUTER SERVICES	126.08
	VERIZON/FRONTIER		EXECUTIVE ADMIN	158.72

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92362	VERIZON/FRONTIER	WIRELESS CHARGES	RECREATION SERVICES	170.83
	VERIZON/FRONTIER		DETENTION & CORRECTION	178.78
	VERIZON/FRONTIER		SOLID WASTE OPERATIONS	186.40
	VERIZON/FRONTIER		ENGR-GENL	210.84
	VERIZON/FRONTIER		POLICE INVESTIGATION	217.76
	VERIZON/FRONTIER		COMMUNITY DEVELOPMENT-	226.43
	VERIZON/FRONTIER		WASTE WATER TREATMENT F	241.73
	VERIZON/FRONTIER		STORM DRAINAGE	285.74
	VERIZON/FRONTIER		GENERAL SERVICES - OVERH	358.48
	VERIZON/FRONTIER		POLICE ADMINISTRATION	441.71
	VERIZON/FRONTIER		UTIL ADMIN	895.85
	VERIZON/FRONTIER		POLICE PATROL	3,009.20
92363	WAGeworks	FLEX PLAN FEES-APRIL 2014	PERSONNEL ADMINISTRATIO	60.00
92364	WASTE MANAGEMENT	RECYCLE PILOT	RECYCLING OPERATION	1,929.58
92365	WEED GRAAFSTRA	LEHN CLOSING COSTS-88TH & 55TH	GMA - STREET	594.80
92366	WEED GRAAFSTRA	88TH & 55TH SETTLEMENT AGREEME	GMA - STREET	5,400.00
92367	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	POLICE INVESTIGATION	194.99
92368	WHITE CAP CONSTRUCT	RETURN CAUTION TAPE	PARK & RECREATION FAC	-96.59
	WHITE CAP CONSTRUCT	CAUTION TAPE	PARK & RECREATION FAC	96.59
	WHITE CAP CONSTRUCT	SAFETY SUPPLIES	PARK & RECREATION FAC	124.86
92369	WILEY, JENNIE	JURY DUTY	COURTS	19.04
92370	WOLD, LEONARD	UB 760044000001 5212 69TH DR N	WATER/SEWER OPERATION	35.35
92371	WOOD, REBECCA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
92372	WRIGHT, DONNA	REIMBURSE MILEAGE	CITY COUNCIL	39.14
92373	YAMAHA MOTOR CORP	GOLF CART LEASE	PRO-SHOP	1,516.80
92374	YOGOMAN BURNING BAND	SUMMER CONCERT	RECREATION SERVICES	600.00

WARRANT TOTAL:

550,470.06

REASON FOR VOIDS:

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

Index #5

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: June 9, 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 **May 28, 2014** claims in the amount of **\$125,957.74** paid by **Check No.'s 92375 through 92507** with **Check No. 75079 voided**.

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-5

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 **\$125,957.74 PAID BY CHECK NO.'S 92375 THROUGH 92507 WITH CHECK NO.75079 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 **9th DAY OF JUNE 2014.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 5/22/2014 TO 5/28/2014

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
92375	ADEJARE, OLADELE	REFUND CLASS FEES	PARKS-RECREATION	30.00
92376	ALBERTSONS	INMATE SUPPLIES	DETENTION & CORRECTION	216.09
92377	ALLEN CREEK BAPTIST	UB 980098000872 8720 64TH ST N	GARBAGE	482.44
92378	AMERICAN WATER WORKS	MEMBERSHIP DUES-NIELSEN	UTIL ADMIN	200.00
92379	ANAYA, RHONDA & RICH	UB 590640000000 15222 45 RD	WATER/SEWER OPERATION	123.12
92380	ANDERSON, LEANN	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
92381	AQT CLEANING	REPAIR LADDER BUTTONS/CORD	ADMIN FACILITIES	5.44
92382	ARAMARK UNIFORM	UNIFORM SERVICE	EQUIPMENT RENTAL	26.01
92383	ARCMATE	REPLACEMENT CUPS	CITY STREETS	-7.63
	ARCMATE		ROADWAY MAINTENANCE	96.35
92384	ARLINGTON POWER	REPAIR BLOWER	ROADSIDE VEGETATION	51.04
	ARLINGTON POWER	REPAIR TRIMMER	ROADSIDE VEGETATION	52.13
	ARLINGTON POWER	REPAIR WEEDEATER	ROADSIDE VEGETATION	64.29
	ARLINGTON POWER	REPAIR TRIMMER	ROADSIDE VEGETATION	114.77
	ARLINGTON POWER	REPAIR PLATE COMPACTOR	ROADWAY MAINTENANCE	118.32
	ARLINGTON POWER	REPAIR DOC TRIMMERS	WATER RESERVOIRS	157.68
	ARLINGTON POWER		STORM DRAINAGE	157.68
	ARLINGTON POWER		ROADSIDE VEGETATION	157.68
	ARLINGTON POWER	REPAIR HONDA TRIMMER	ROADSIDE VEGETATION	548.72
92385	ARMOR HOLDINGS FOREN	JAIL SUPPLIES	DETENTION & CORRECTION	185.17
	ARMOR HOLDINGS FOREN	AMMUNITION	POLICE TRAINING-FIREARMS	542.37
92386	ATSI	CALIBRATION SERVICE	CITY STREETS	-54.18
	ATSI		STREET LIGHTING	684.18
92387	AUDIOLOGY SERVICES	DATA ENTRY/MANAGEMENT FEE	EXECUTIVE ADMIN	168.00
92388	BARNES, JARED & JENN	UB 651445760000 10120 62ND DR	WATER/SEWER OPERATION	24.45
92389	BEACH STREET TOPSOIL	TOPSOIL	WATER DIST MAINS	28.18
92390	BICKFORD FORD	DRIVE AXLE SEAL	EQUIPMENT RENTAL	10.88
92391	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
92392	BROWN, TODD	INSTRUCTOR SERVICES	RECREATION SERVICES	40.80
92393	BRYANT, RON	CONFERENCE/TRAVEL REIMBURSEMEN	WATER SERVICES	166.84
92394	BSN SPORTS, INC	DRY LINE MARKER	RECREATION SERVICES	281.27
92395	BUELL, LARRY	MEAL REIMBURSEMENT	POLICE TRAINING-FIREARMS	73.78
92396	BURGESS, MARYKE	REIMBURSE COMPASS HEALTH TRAIN	COMMUNITY CENTER	100.00
92397	C & K REAL ESTATE TE	UB 713814801000 3814 80TH ST N	WATER/SEWER OPERATION	58.02
92398	CARRS ACE	PLIERS, CLAMPS AMD WIRE	ROADWAY MAINTENANCE	20.98
	CARRS ACE	TUBE CUTTER AND OUTLETS	SOURCE OF SUPPLY	47.75
	CARRS ACE	WRENCH, EXT CORD AND PAINT ROL	SOLID WASTE OPERATIONS	54.45
	CARRS ACE	PADLOCKS	ER&R	364.64
92399	CENTRAL WELDING SUPP	SAFETY GLASSES	ER&R	55.91
	CENTRAL WELDING SUPP	OXYGEN AND ARGON REFILL	SOLID WASTE OPERATIONS	92.96
	CENTRAL WELDING SUPP	SAFETY GLASSES AND SAFETY VEST	ER&R	278.45
92400	CHAMPION BOLT	HARDWARE	EQUIPMENT RENTAL	3.60
92401	CODE PUBLISHING	ELECTRONIC UPDATE	CITY CLERK	911.81
92402	COLLISION ANALYSIS	SOFTWARE TRAINING (5)	POLICE TRAINING-FIREARMS	2,500.00
92403	COMCAST	CABLE SERVICE-KBCC	BAXTER CENTER APPRE	49.67
92404	COMMERCIAL FIRE	FIRE EXTINGUISHER SERVICE	ER&R	94.08
	COMMERCIAL FIRE	FIRE EXTINGUISHERS (3)	ER&R	154.76
92405	CONSOLIDATED PRESS	2014 CITY SCENE NEWSLETTER PRI	UTILITY BILLING	2,150.05
92406	COOP SUPPLY	RAKES AND WEEDING TOOLS	WATER RESERVOIRS	28.58
	COOP SUPPLY		STORM DRAINAGE	28.58
	COOP SUPPLY		ROADSIDE VEGETATION	28.58
	COOP SUPPLY	SHOVELS (10)	MAINTENANCE	30.30

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92406	COOP SUPPLY	LOPPER AND SHEARS	WATER DIST MAINS	48.85
	COOP SUPPLY	CHAIN LOCK	PARK & RECREATION FAC	256.30
92407	CORPORATE OFFICE SPL	WYPALL WIPES	ER&R	95.51
	CORPORATE OFFICE SPL		ER&R	95.51
92408	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	2,948.23
92409	DAGGETT, KIM	CONFERENCE/TRAVEL REIMBURSEMEN	WATER SERVICES	155.00
92410	DAOUST, SANDY	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
92411	DB SECURE SHRED	MONTHLY SHREDDING SERVICE	PROBATION	16.79
	DB SECURE SHRED		MUNICIPAL COURTS	50.38
92412	DEGEUS, ALICIA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
92413	DELL	MONITOR CREDIT	IS REPLACEMENT ACCOUNTS	-254.75
	DELL	MONITOR WARRANTY CREDIT	IS REPLACEMENT ACCOUNTS	-62.99
	DELL	MONITOR	IS REPLACEMENT ACCOUNTS	179.18
	DELL	MONITOR AND PC	IS REPLACEMENT ACCOUNTS	908.21
92414	DICKS TOWING	TOWING EXPENSE-MP14-3864	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE-MP14-4011	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE-525-MHV	POLICE PATROL	70.59
92415	DUNLAP INDUSTRIAL	SOCKETS AND CONTAINER	ROADWAY MAINTENANCE	244.32
92416	E&E LUMBER	TAMPER	PARK & RECREATION FAC	3.32
	E&E LUMBER	CONCRETE	PARK & RECREATION FAC	6.15
	E&E LUMBER	TESTER	PARK & RECREATION FAC	10.41
	E&E LUMBER	TUBES AND LIGHT BULBS	PARK & RECREATION FAC	14.56
	E&E LUMBER	PAINT	PARK & RECREATION FAC	15.61
	E&E LUMBER	PAILS	PARK & RECREATION FAC	20.80
	E&E LUMBER	TREATED WOOD	STORM DRAINAGE	40.55
	E&E LUMBER	FASTENERS, PAINT AND BLEACH	PARK & RECREATION FAC	62.60
	E&E LUMBER	PAINT HARDENER	PARK & RECREATION FAC	182.39
92417	EAGLE FENCE	FENCE REPAIR	ROADWAY MAINTENANCE	3,040.80
92418	EAST JORDAN IRON WOR	GRATES	STORM DRAINAGE MAINTENAN	198.26
92419	EMERALD HILLS	COFFEE SUPPLIES	BAXTER CENTER APPRE	175.44
92420	EVERETT, CITY OF	LAB ANALYSIS	STORM DRAINAGE	162.00
	EVERETT, CITY OF		WASTE WATER TREATMENT F	2,262.60
92421	FASTENAL COMPANY	MISC FASTENERS	PARK & RECREATION FAC	32.48
92422	FRED MEYER	JEANS-GEIST	UTIL ADMIN	130.29
92423	FRONTIER COMMUNICATI	PHONE CHARGES	CRIME PREVENTION	0.62
	FRONTIER COMMUNICATI		ANIMAL CONTROL	0.62
	FRONTIER COMMUNICATI		COMMUNITY CENTER	0.62
	FRONTIER COMMUNICATI		SOLID WASTE CUSTOMER EX	0.62
	FRONTIER COMMUNICATI		PURCHASING/CENTRAL STOF	0.62
	FRONTIER COMMUNICATI		CITY CLERK	1.25
	FRONTIER COMMUNICATI		FACILITY MAINTENANCE	1.25
	FRONTIER COMMUNICATI		YOUTH SERVICES	1.87
	FRONTIER COMMUNICATI		PERSONNEL ADMINISTRATIO	1.87
	FRONTIER COMMUNICATI		STORM DRAINAGE	1.87
	FRONTIER COMMUNICATI		FINANCE-GENL	3.12
	FRONTIER COMMUNICATI		LEGAL - PROSECUTION	3.12
	FRONTIER COMMUNICATI		RECREATION SERVICES	3.12
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	3.12
	FRONTIER COMMUNICATI		EQUIPMENT RENTAL	3.12
	FRONTIER COMMUNICATI		EXECUTIVE ADMIN	3.74
	FRONTIER COMMUNICATI		PARK & RECREATION FAC	3.74
	FRONTIER COMMUNICATI		COMPUTER SERVICES	3.79
	FRONTIER COMMUNICATI		POLICE INVESTIGATION	4.99
	FRONTIER COMMUNICATI		UTILITY BILLING	4.99
	FRONTIER COMMUNICATI		ENGR-GENL	5.61
	FRONTIER COMMUNICATI		POLICE ADMINISTRATION	5.61
	FRONTIER COMMUNICATI		GENERAL SERVICES - OVERH	5.61

**CITY OF MARYSVILLE
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92423	FRONTIER COMMUNICATI	PHONE CHARGES	MUNICIPAL COURTS	6.86
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	6.86
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT F	6.86
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	9.36
	FRONTIER COMMUNICATI		UTIL ADMIN	11.85
	FRONTIER COMMUNICATI		COMMUNITY DEVELOPMENT-	13.72
	FRONTIER COMMUNICATI		POLICE PATROL	27.45
	FRONTIER COMMUNICATI	ACCT #36065125170927115	STREET LIGHTING	38.68
	FRONTIER COMMUNICATI	ACCT #36065774950927115	STREET LIGHTING	38.68
	FRONTIER COMMUNICATI	ACCT #36065836350725085	UTIL ADMIN	42.61
	FRONTIER COMMUNICATI		COMMUNITY DEVELOPMENT-	42.61
	FRONTIER COMMUNICATI	ACCT #36065771080927115	STREET LIGHTING	43.66
	FRONTIER COMMUNICATI	ACCT #36065905060927115	STREET LIGHTING	43.66
	FRONTIER COMMUNICATI	ACCT #425-397-6325-0319985-5	PARK & RECREATION FAC	46.68
	FRONTIER COMMUNICATI	ACCT #36065827660617105	MUNICIPAL COURTS	57.70
	FRONTIER COMMUNICATI	ACCT #36065831360617105	MUNICIPAL COURTS	57.70
	FRONTIER COMMUNICATI	ACCT #36065962121015935	MAINT OF GENL PLANT	57.70
	FRONTIER COMMUNICATI	ACCT #36065976670111075	OFFICE OPERATIONS	57.70
	FRONTIER COMMUNICATI	ACCT #36065191230801065	WATER FILTRATION PLANT	83.78
	FRONTIER COMMUNICATI	ACCT #36065943981121075	PUBLIC SAFETY BLDG.	85.22
	FRONTIER COMMUNICATI	ACCT #36065340280125085	ADMIN FACILITIES	87.32
	FRONTIER COMMUNICATI	ACCT #25300981920624965	SEWER LIFT STATION	93.05
92424	GILLUM, BRIAN	BODY MECHANICS AND LIFTING TRA	EXECUTIVE ADMIN	733.05
92425	GIRL SCOUTS	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
92426	GOLDMAN, JEFF	MEAL REIMBURSEMENT	POLICE TRAINING-FIREARMS	16.22
92427	GOVCONNECTION INC	ETHERNET ADAPTER	TECHNOLOGY REPLACEMEN	364.46
92428	GRACE, ERIN	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
92429	GRAINGER	TAGS AND PADLOCKS	SOLID WASTE OPERATIONS	304.18
92430	GREAT WESTERN	PAINTING SERVICES-EDWARD SPRIN	WATER CAPITAL PROJECTS	5,060.76
92431	GREENSHIELDS	CHAIN	PARK & RECREATION FAC	8.15
	GREENSHIELDS	WINCH REMOTE	PARK & RECREATION FAC	89.54
	GREENSHIELDS	HYDRAULIC HOSE ASSEMBLY	EQUIPMENT RENTAL	113.72
	GREENSHIELDS	TRANS COOLER HOSE ASSEMBLY	EQUIPMENT RENTAL	201.20
92432	HACH COMPANY	CHLORINE	WATER QUAL TREATMENT	167.24
	HACH COMPANY	WATER QUALITY TESTING SUPPLIES	WATER QUAL TREATMENT	902.34
92433	HD FOWLER COMPANY	IRRIGATION SUPPLIES	PARK & RECREATION FAC	210.38
	HD FOWLER COMPANY	SPRAY PAINT, TAPE MEASURE AND	ER&R	356.07
	HD FOWLER COMPANY	SETTERS	WATER/SEWER OPERATION	549.72
92434	HE MITCHELL CO	LEVERS	FACILITY REPLACEMENT	195.48
92435	HEATH, ILIA	REIMBURSE PARKING EXPENSE	POLICE TRAINING-FIREARMS	28.00
92436	HENNIG, JEANINE TULL	INSTRUCTOR SERVICES	RECREATION SERVICES	185.60
	HENNIG, JEANINE TULL		RECREATION SERVICES	368.88
92437	HENRY, DEBRA	REFUND CLASS FEES	PARKS-RECREATION	20.00
92438	HIGHTCHEW, JAMES M &	UB 980098000731 6326 38TH PL N	WATER/SEWER OPERATION	178.79
92439	HOBSON, LEANN	UB 290910000000 5813 135TH PL	WATER/SEWER OPERATION	33.63
92440	HORIZON	FERTILIZER AND SEED SUPPLIES	MAINTENANCE	914.88
92441	HOUSE OF UPHOLSTERY	RECOVER/REPAIR BENCH SEAT	EQUIPMENT RENTAL	597.30
92442	INTERSTATE BATTERY	BATTERIES	ER&R	392.81
92443	IRON MOUNTAIN	ROCK	ROADWAY MAINTENANCE	97.88
	IRON MOUNTAIN		WATER DIST MAINS	97.88
	IRON MOUNTAIN		STORM DRAINAGE	97.88
	IRON MOUNTAIN		ROADWAY MAINTENANCE	417.17
	IRON MOUNTAIN		WATER DIST MAINS	417.17
	IRON MOUNTAIN		STORM DRAINAGE	417.17
	IRON MOUNTAIN		ROADWAY MAINTENANCE	681.90
	IRON MOUNTAIN		WATER DIST MAINS	681.90
	IRON MOUNTAIN		STORM DRAINAGE	681.90

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92444	LAKE INDUSTRIES	1 1/4" MINUS ROCK	WATER DIST MAINS	77.37
	LAKE INDUSTRIES		STORM DRAINAGE	77.38
	LAKE INDUSTRIES		ROADWAY MAINTENANCE	77.38
	LAKE INDUSTRIES	DUMP FEE	STORM DRAINAGE MAINTENANCE	180.00
92445	LASTING IMPRESSIONS	T-SHIRTS	COMMUNITY CENTER	50.00
	LASTING IMPRESSIONS		RECREATION SERVICES	61.21
	LASTING IMPRESSIONS		RECREATION SERVICES	61.21
	LASTING IMPRESSIONS		COMMUNITY EVENTS	100.00
	LASTING IMPRESSIONS		BAXTER CENTER APPRE	200.00
	LASTING IMPRESSIONS	CAPS W/EMBROIDERY	ENGR-GENL	239.79
	LASTING IMPRESSIONS	T-SHIRTS	PARK & RECREATION FAC	300.00
92446	LAW, LYMAN, DANIEL, KAM	LEGAL SERVICE	NON-DEPARTMENTAL	174.15
	LAW, LYMAN, DANIEL, KAM		WASTE WATER TREATMENT FAC	522.48
92447	LICENSING, DEPT OF	GAMBLE, GEORGE (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	GRIFFIN, JOSEPH (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	LAIL, HARVEY (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	LINER, LESLIE (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MARTSON, DAVID (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	BALDWIN, KIMBERELY (LT RENEWAL)	GENERAL FUND	21.00
	LICENSING, DEPT OF	BALDWIN, WILLIAM (LT RENEWAL)	GENERAL FUND	21.00
92448	LOWES HIW INC	INSECT SPRAY	MAINT OF GENL PLANT	14.44
	LOWES HIW INC	GFCI	PUMPING PLANT	19.51
	LOWES HIW INC	THERMO TRAILER TOOLS	TRAFFIC CONTROL DEVICES	60.22
	LOWES HIW INC	SHELVING	ROADSIDE VEGETATION	215.78
92449	MARYSVILLE PRINTING	KBCC PRINTING	BAXTER CENTER APPRE	17.85
	MARYSVILLE PRINTING	BUSINESS CARDS	UTILITY BILLING	84.57
	MARYSVILLE PRINTING	ENVELOPES	FINANCE-GENL	309.51
92450	MAY, DANE	UB 099714000000 9714 50TH AVE	WATER/SEWER OPERATION	8.24
92451	MB COMPANIES, INC.	THERMOCOUPLE ASSEMBLY	EQUIPMENT RENTAL	348.68
92452	MEYERS METAL WORKS	REPAIR VAC TRUCK TUBES	STORM DRAINAGE	434.40
92453	MORELAND, KERRY	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
92454	MORRISON, RYAN	REIMBURSE TRAINING EXPENSE	ENGR-GENL	90.74
92455	NATIONAL BARRICADE	PARTIAL CREDIT FROM INVOICE #1	SEWER MAIN COLLECTION	-16.29
	NATIONAL BARRICADE		STORM DRAINAGE MAINTENANCE	-16.29
	NATIONAL BARRICADE	MARKER TAPE	STREET LIGHTING	117.29
	NATIONAL BARRICADE	NO PARKING SIGNS (30)	TRANSPORTATION MANAGEMENT	969.26
	NATIONAL BARRICADE	RIVETS, WASHERS AND BOLTS	TRANSPORTATION MANAGEMENT	1,438.95
92456	NEOPOST USA	TONER	MUNICIPAL COURTS	245.43
92457	NEWMAN TRAFFIC SIGNS	SIGN BLANKS (100)	CITY STREETS	-131.15
	NEWMAN TRAFFIC SIGNS		TRANSPORTATION MANAGEMENT	1,656.15
92458	NICHOLAUS, ANDREW	UB 761302558901 8015 80TH DR N	WATER/SEWER OPERATION	24.51
92459	NORTH COAST ELECTRIC	COVERS AND LAMPS	STREET LIGHTING	50.68
	NORTH COAST ELECTRIC	LAMPS	STREET LIGHTING	184.98
92460	OFFICE INTERIORS INC	KEYBOARD TRAYS AND CORNER PIECES	CITY CLERK	478.93
92461	OLASON, MONICA	INSTRUCTOR SERVICES	RECREATION SERVICES	96.00
	OLASON, MONICA		RECREATION SERVICES	100.80
	OLASON, MONICA		RECREATION SERVICES	117.60
	OLASON, MONICA		RECREATION SERVICES	192.00
	OLASON, MONICA		RECREATION SERVICES	216.00
	OLASON, MONICA		RECREATION SERVICES	288.00
92462	OWEN EQUIPMENT	AIR SWITCH	EQUIPMENT RENTAL	89.59
	OWEN EQUIPMENT		EQUIPMENT RENTAL	92.38
92463	PARTS STORE, THE	TRANS FILTER KIT	EQUIPMENT RENTAL	14.36
	PARTS STORE, THE	FUEL, AIR FILTERS AND WIPER BLADES	ER&R	432.16
92464	PETTY CASH- POLICE	JAIL/PARKING/MTG SUPPLIES	POLICE PATROL	5.42
	PETTY CASH- POLICE		POLICE PATROL	27.50
	PETTY CASH- POLICE		ANIMAL CONTROL	39.30

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92464	PETTY CASH- POLICE	JAIL/PARKING/MTG SUPPLIES	CRIME PREVENTION	65.10
92465	PICK OF THE LITTER	2014 CONCERT/MOVIE SCHEDULE PR	RECREATION SERVICES	1,652.35
92466	PILCHUCK RENTALS	WEEDEATER HEADS	PARK & RECREATION FAC	73.74
92467	PLATT ELECTRIC	FLASHLIGHT, EAR PROTECTION AND	MAINT OF GENL PLANT	57.24
	PLATT ELECTRIC		PUBLIC SAFETY BLDG.	71.48
92468	PNWS-AWWA	WESTERN WA SHORT SCHOOL AND TR	UTIL ADMIN	105.00
	PNWS-AWWA		UTIL ADMIN	190.00
	PNWS-AWWA		UTIL ADMIN	190.00
92469	POLICE & SHERIFFS PR	SECURE ID CARD	GENERAL FUND	-1.08
	POLICE & SHERIFFS PR		POLICE ADMINISTRATION	13.57
92470	POTELCO INC	PAY ESTIMATE #1	WATER/SEWER OPERATION	-5,351.38
	POTELCO INC		MAINT OF GENL PLANT	10,702.75
92471	PUD	ACCT #2023-7865-9	MAINT OF GENL PLANT	31.50
	PUD	ACCT #2016-7213-6	SEWER LIFT STATION	47.60
	PUD	ACCT #2020-0032-9	PARK & RECREATION FAC	54.95
	PUD	ACCT #2006-5074-5	TRANSPORTATION MANAGEM	68.03
	PUD	ACCT #2027-2901-8	TRANSPORTATION MANAGEM	68.94
	PUD	ACCT #2030-0516-0	STREET LIGHTING	85.75
	PUD	ACCT #2023-6854-4	TRANSPORTATION MANAGEM	96.93
	PUD	ACCT #2008-2727-7	TRANSPORTATION MANAGEM	108.93
	PUD	ACCT #2021-4311-1	TRANSPORTATION MANAGEM	116.60
	PUD	ACCT #2025-5745-0	STREET LIGHTING	145.11
	PUD	ACCT #2023-6855-1	PARK & RECREATION FAC	177.91
	PUD	ACCT #2024-6354-3	SEWER LIFT STATION	184.84
	PUD	ACCT #2032-3100-6	TRANSPORTATION MANAGEM	222.25
	PUD	ACCT #2010-6528-1	PARK & RECREATION FAC	338.44
	PUD	ACCT #2010-2169-8	PARK & RECREATION FAC	635.21
	PUD	ACCT #2010-2160-7	PARK & RECREATION FAC	725.47
	PUD	ACCT #2005-8648-5	SEWER LIFT STATION	1,347.18
	PUD	ACCT #2003-0347-7	WATER FILTRATION PLANT	2,050.80
	PUD	ACCT #2015-7792-1	PUMPING PLANT	3,210.42
92472	PUGET SOUND SECURITY	KEYS MADE	POLICE PATROL	7.05
	PUGET SOUND SECURITY		EQUIPMENT RENTAL	10.58
92473	R&R PRODUCTS INC	GAUGE	MAINTENANCE	228.47
	R&R PRODUCTS INC	BEARINGS, BLADES AMD TAPE	MAINTENANCE	516.67
92474	RECREATION & PARK	SOFTWARE SYMPOSIUM-MIZELL	PARK & RECREATION FAC	49.00
92475	REYNOLDS, KIMBERLY	RENTAL FEE/DEPOSIT REFUND	PARKS-RENTS & ROYALTIES	145.00
	REYNOLDS, KIMBERLY		GENERAL FUND	200.00
92476	RISING STARS GYM	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
92477	RIVER OAKS	CABLE FRANCHISE CONSULTANT SER	EXECUTIVE ADMIN	14,509.67
92478	ROWLEY, TOM & MICHEL	UB 984918010001 4918 71ST AVE	WATER/SEWER OPERATION	168.89
92479	ROY ROBINSON	HEATER HOSE, PIPE ORING AND GA	EQUIPMENT RENTAL	38.17
92480	SAFETY SOURCE LLC	TRENCH BOX	CAPITAL OUTLAY	6,852.66
92481	SENTINEL OFFENDER SE	VICAP-APRIL 2014	DETENTION & CORRECTION	84.99
	SENTINEL OFFENDER SE	ELEC HOME MONITORING-APRIL 201	DETENTION & CORRECTION	570.51
92482	SIMPLOT PARTNERS	PESTICIDES	MAINTENANCE	2,271.40
92483	SIX ROBBLEES INC	HITCH PINS	ROADSIDE VEGETATION	22.82
92484	SMITH FIRE SYSTEMS	REPAIR AT LIBRARY	LIBRARY-GENL	1,050.16
92485	SNO CO PUBLIC WORKS	PROJECT BILLING	TRANSPORTATION MANAGEM	222.73
92486	SOCIETY FOR HUMAN	MEMBERSHIP DUES-KELLEY	PERSONNEL ADMINISTRATIOI	185.00
92487	SONITROL	SECURITY PATCHES	PERSONNEL ADMINISTRATIOI	54.30
92488	SOUND SAFETY	EARPLUGS	ER&R	32.62
	SOUND SAFETY	RUBBER GLOVES AND SAFETY GLASS	ER&R	154.95
	SOUND SAFETY	SAFETY GLASSES, EARPLUGS, GLOV	ER&R	190.16
	SOUND SAFETY	SHIRTS W/EMBROIDERY	ER&R	199.07
	SOUND SAFETY	BLOODBORNE PATHOGEN KITS	ER&R	366.26
	SOUND SAFETY	HARD HATS	ER&R	526.93

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 5/22/2014 TO 5/28/2014

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
92489	SPRINGBROOK NURSERY	COMBO TRUCK RENTAL	STORM DRAINAGE	555.00
	SPRINGBROOK NURSERY		ROADWAY MAINTENANCE	555.00
92490	STAPLES	OFFICE SUPPLIES	POLICE PATROL	6.52
	STAPLES		COMPUTER SERVICES	30.40
	STAPLES		PARK & RECREATION FAC	35.72
	STAPLES		PRO-SHOP	37.79
	STAPLES		OFFICE OPERATIONS	42.84
	STAPLES		POLICE PATROL	60.56
	STAPLES		PARK & RECREATION FAC	70.78
	STAPLES		MUNICIPAL COURTS	196.18
	STAPLES		POLICE PATROL	300.00
92491	STATE PATROL	FINGERPRINT ID SERVICES	COMMUNITY DEVELOPMENT-	26.00
	STATE PATROL		GENERAL FUND	478.50
92492	SUMMIT LAW GROUP	PROFESSIONAL SERVICES	PERSONNEL ADMINISTRATIO	3,060.00
92493	SWICK-LAFAVE, JULIE	INMATE SUPPLY REIMBURSEMENT	DETENTION & CORRECTION	38.01
92494	TAB PRODUCTS CO	LABELS	MUNICIPAL COURTS	72.28
92495	TACOMA SCREW PRODUCT	HARDWARE	EQUIPMENT RENTAL	414.48
92496	TALMADGE-FITZPATRICK	LEGAL SERVICES	WASTE WATER TREATMENT F	152.97
92497	TRAILER BOSS	UTILITY TRAILER STORAGE RACK R	ROADSIDE VEGETATION	1,804.42
	TRAILER BOSS	2014 UTILITY TRAILER	CITY STREET-GENL	4,114.30
92498	TRAVEL ADVANCE FUND	2014 ACLARA CLIENT CONFERENCE-	WATER SERVICES	150.00
92499	TREACY, AL	REIMBURSE DIGITAL RECORDER PUR	LEGAL - PROSECUTION	65.15
92500	ULINE	CARPET RUNNERS	ADMIN FACILITIES	192.63
92501	VCA ANIMAL MEDICAL	ANIMAL CASE #MP14-4152	ANIMAL CONTROL	100.00
92502	WASHINGTON TRACTOR	BLADES	MAINTENANCE	63.54
92503	WAXIE SANITARY SUPPL	JANITORIAL SUPPLIES	PARK & RECREATION FAC	1,379.29
92504	WAYNE'S AUTO DETAIL	DETAIL JEEP CHEROKEE	EQUIPMENT RENTAL	238.81
92505	WILBUR-ELLIS	CHEMICALS	SOURCE OF SUPPLY	531.85
	WILBUR-ELLIS		WATER DIST MAINS	531.85
	WILBUR-ELLIS		WATER RESERVOIRS	1,063.69
92506	WILDWOOD PLAYGROUNDS	RECEPTACLES AND DECALS	SOLID WASTE OPERATIONS	11,120.64
92507	WITHOUT BORDERS	INSTRUCTOR SERVICES	RECREATION SERVICES	241.50

WARRANT TOTAL:

126,369.87

REASON FOR VOIDS:

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

CHECK #75079

CHECK LOST

(412.13)

125,957.74

Index #7

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: June 9, 2014

AGENDA ITEM: Renewal of Jail Services Contract with Yakima County	AGENDA SECTION:	
PREPARED BY: Wendy Wade, Commander	AGENDA NUMBER:	
ATTACHMENTS: Yakima County Jail Services Contract Amendment	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

Marysville Police Department requests Council approve the renewal of the Jail Services Contract with Yakima County Jail to house sentenced prisoners.

Yakima County Jail provides transportation to and from Marysville Jail to Yakima County Jail.

Housing fees are \$54.75 a day per prisoner. Normal medical expenses are included in the housing fee.

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

<p>RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to sign the Yakima agreement for jail services.</p>
<p>COUNCIL ACTION:</p>

AGREEMENT FOR INMATE HOUSING 2014

THIS INTERLOCAL AGREEMENT FOR INMATE HOUSING (hereinafter "Agreement") is made and entered into by and between **Yakima County** (hereinafter the "County") and **the City of Marysville** (hereinafter the "City").

WHEREAS, RCW Chapters 39.34 and RCW 70.48 authorize the City and the County to enter into a contract for inmate housing, and

WHEREAS, the City desires to transfer custody of certain of its inmates to the County to be housed in the County's corrections facilities during those inmates' confinement, and to compensate the County for housing such inmates, and

WHEREAS, the County desires to house inmates who would be otherwise in the City's custody on the terms agreed herein.

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

1. Purpose. The purpose and intent of this Agreement is to establish the terms under which the County will house City inmates during the calendar year 2014.

2. Definitions.

Business day means Monday through Friday excluding Yakima County standard holidays.

Committing Court means the court that issued the order or sentence that established the City's custody of a City Inmate.

Detainer – A legal order authorizing or commanding another agency a right to take custody of a person.

City Inmate means a person subject to City custody who is transferred to County custody under this Agreement

Minimum Bed Commitment

3. General Provisions. The County shall accept City Inmates according to the terms of this Agreement and shall provide housing, care, and custody of those City Inmates in the same manner as it provides housing, care and custody to its own inmates.

The County shall manage, maintain, and operate its corrections facilities in compliance with all applicable federal, state, and local laws and regulations.

4. Right to Refuse or Return Inmate. To the greatest extent permitted by law, the County shall have the right to refuse to accept a City Inmate or to return a City Inmate to the City, if the Inmate has a current illness or injury that is listed in **Attachment A - Medical Acceptability**. The County shall provide notice to the City at least one business day prior to transport.

5. Inmate Transport. County Transported: The County shall transport Inmates to and from the County's corrections facilities except when weather or other conditions beyond the County's control prevent transport. **Inmate transport dates will be determined by the amount of inmates the City has housed with the County.**

The County will pick up and drop off Inmates at a mutually agreed upon destination. In the event the City wishes the County to pick up and/or drop off a City Inmate at another detention or correction facility, the City shall notify the County of the location of the Inmate for pick up and/or drop off.

The City shall provide a written inmate transport list to the County the business day prior to transport. At the time of scheduling transport if possible, but no later than transport pickup, the City shall provide to the County the warrant or court order detaining or committing the Inmate, as well as any order that specifies the Inmate's next court date or sentence to confinement.

The City shall provide a complete copy of each Inmate's records in its possession to the County prior to transferring custody of the Inmate to the County. The County will not assume custody of any inmate without a warrant or court order that commits the Inmate to confinement.

City Transported: The City will provide the County a written transport list to the County the business day prior to delivery. At the time of delivery, the City shall provide the County the warrant or court order detaining or committing the inmate as well as any order that specifies the Inmate's next court date or sentence to confinement.

The City shall provide a complete copy of each Inmate's records in its possession to the County prior to transferring custody of the Inmate to the County. The County will not assume custody of any inmate without a warrant or court order that commits the Inmate to confinement.

6. Inmate Records. The City shall provide all medical records in its possession to the County's transport officers prior to the Inmate's departure from the City's detention or designated detention facility. In the event the Inmate is transported by the City, the City shall provide all medical records in its possession to the County's booking officer. In the event additional information is requested by the County regarding a particular Inmate, the County and City will mutually cooperate to provide the additional information needed.

7. Inmate Property. The County shall accept and transport Inmate property in accordance with **Attachment B – Property**, and shall be responsible only for inmate property actually delivered into County possession. The County shall hold and handle each Inmate's personal property in the same manner it holds and handles property of other County inmates. In the event a City Inmate is being transported from a City designated detention or correction facility, it will be the responsibility of the City to dispose of the Inmate's property not delivered and accepted into County possession. When returning Inmates to the City, the County shall transport Inmate property according to the provisions of Attachment B – Property, and it shall be the responsibility of the County to dispose of any of the Inmate's property not transported with the Inmate.

8. Booking. Inmates shall be booked pursuant the County's booking policies and procedures. Inmates transported by the City that are not acceptable at booking, will be the responsibility of the City to transport back to City.

Pursuant to RCW 70.48.130, and as part of the booking procedure, the Department of Corrections shall obtain general information concerning the Inmate's ability to pay for medical care, including insurance or other medical benefits or resources to which a City Inmate is entitled. The information is to be used for third party billing.

The County and City will attempt to develop a process at City detention facilities for pre-booking Inmates who are being transferred to the custody of the County.

9. Classification. Inmates shall be classified pursuant to the County's classification policies and procedures, and within the sole discretion and judgment of the County. The City shall provide information identified in **Attachment C – Classification**, of this Agreement.

10. Housing. Inmates shall be assigned to housing pursuant to the County's policies and procedures, and within the sole discretion and judgment of the County. Provided however, that generally, if a City Inmate's classification qualifies him/her to be housed in the Yakima County Corrections Center, and there is a bed available at the Yakima County Corrections Center, the Inmate shall be housed in the Yakima County Corrections Center. Exceptions to this general provision include circumstances such as: 1) No women are housed at the Yakima County Corrections Center; 2) Inmates assigned to certain work crews must be housed in the Main Jail or Annex; 3) Certain programs are available only to Inmates housed in the Main Jail or Annex; 4) Inmates who will be housed for less than one week will usually be housed in the Main Jail or Annex.

11. Inmate Work Programs. The County may assign Inmates to work programs such as inside and outside work crews, kitchen and facility duties, and other appropriate duties.

12. Health Care. The County shall provide in-facility medical care commonly associated with county corrections operations as guided by American Correctional Association or National Commission on Correctional Health Care standards.

Inmates shall be responsible for co-payment for health services according to County policy. The City shall not be responsible to the County for Inmate co-payments. No Inmate shall be denied necessary health care because of an inability to pay for health services.

The County shall notify the City's designee(s) via e-mail or fax if a City Inmate requires medical or dental treatment at an outside medical or health care facility. The City shall be responsible to promptly notify the County of any changes in its designee(s).

The City shall pay for all medical, mental health, dental or any other medical services that are required to care for the City's Inmates outside YCDOC facilities. Except, the County shall bear the expense of any such medical care necessitated by improper conduct of the County, or of its officers or agents.

The County shall notify the City as soon as reasonably possible before the Inmate receives medical and/or dental treatment outside of YCDOC facilities. The City acknowledges that such notice may not be reasonably possible prior to emergency care. Lack of prior notice shall not excuse the City from financial responsibility for related medical expenses, and shall not be a basis for imposing financial responsibility for related medical expenses on the County.

Outside medical expenses for Inmates housed for more than one jurisdiction shall be divided equally among those jurisdictions.

13. Inmate Discipline. The County shall discipline Inmates according to the same policies and procedures under which other County inmates are disciplined. However, nothing contained herein shall be construed to authorize the imposition of a type of discipline that would not be imposed on a comparable County inmate, up to and including the removal of earned early release credits as approved by the City.

14. Removal from County Facilities. Except for work programs or health care, and during emergencies, Inmates shall not be removed from County facilities without written authorization from the City or by the order of any court having jurisdiction. Other jurisdictions

may “borrow” a City Inmate only according to the provisions of **Attachment D – Borrowing**. In the event of the Inmate’s emergency removal, the County shall notify the City by email or fax as soon as reasonably possible. No early release or alternative to incarceration, including furloughs, home detention, or work release shall be granted to any Inmate without written authorization by the committing court.

15. Visitation. The County shall provide scheduled visitation for attorneys, spouses, family and friends of Inmates. Such visitation may be accomplished as provided in Section 24 of this Agreement.

16. Inmate-Attorney Communication. Confidential telephones or visitation rooms shall be available to inmates to communicate with their attorneys.

17. Inmate Accounts. The County shall establish and maintain an account for each Inmate. The County shall ensure family members and others have a reasonable process to add funds to a City Inmate’s account,

Upon returning custody of a City Inmate to the City, the County shall transfer the balance of that Inmate’s account that is not subject to charges, to the Inmate or to the City in the form of a check or a debit card in the name of the Inmate.

In the event the County contracts with a company/business that furnishes technology for wireless inmate account crediting (such as Keefee or JPAY) the City may allow the County (or County’s contracted representative) to install the equipment necessary for use of the system. The City shall not be financially responsible for any aspect of the system, including but not limited to installation or maintenance costs. The City shall not receive any compensation or profits for such a system.

18. Detainers. Inmates in a “Detainer” status shall be handled according to **Attachment E – Detainers**.

19. Releases. The City shall be responsible for computing and tracking all sentence time calculations, good time, court dates and release dates. Inmates will be released in accordance with **Attachment F – Inmate Release**.

The County shall not transfer custody of a City Inmate housed pursuant to this Agreement to any party other than the City, except as provided in this Agreement or as directed by the City.

20. Escape. If a City Inmate escapes County custody, the County shall notify the City as soon as reasonably possible. The County shall use all reasonable efforts to pursue and regain custody of escaped City Inmates, and shall assume all costs connected with the recapture of the City Inmate.

21. Death. If a City Inmate dies in County custody, the County shall notify the City as soon as reasonably possible. The Yakima County Coroner shall assume custody of the City Inmate’s body. Unless another agency becomes responsible for investigation, YCDOC shall investigate and shall provide the City with a report of its investigation. The City may participate in the investigation. If another agency becomes responsible for investigation, YCDOC shall liaison or otherwise facilitate the City’s communication with and receipt of reports from the other agency.

The City shall provide the County with written instructions regarding the disposition of the City Inmate’s body. The City shall pay for all reasonable expenses for the preparation and shipment of the body. The City may request in writing that the County arrange for burial and all matters related or incidental thereto and the City shall be responsible for all costs associate with this

request. Except, the County shall bear such expenses necessitated by improper conduct of County, or its officers or agents.

22. Reporting Requirements. Ordinarily on business days, the County will deliver the following reports to the JAG, which will disseminate them to the City:

Here Now Report - a report detailing City inmates in YCDOC custody.

Housing Report – a report detailing which city inmates are housed at the Yakima County Corrections Center.

Custody Report – a report of total inmate populations confined at all YCDOC facilities. It includes current and historical safety and population data.

Special Housing Report – Identifies city inmates who are in special housing assignments.

23. City's Right of Inspection. The City shall have the right, upon reasonable advance notice, to inspect County correction facilities where City Inmates are housed at reasonable times. During such inspections, the City may interview its Inmates and review its Inmates' records. The City shall have no right to interview inmates housed for other jurisdictions or to review their medical records, unless it is properly authorized to do so by the inmate or the other jurisdiction.

24. Technology. The County and City may each permit the other continuous access to its computer database regarding all City Inmates housed by the County. This continuous access feature may be accomplished through a computer link between a computer(s) designated by the City and appropriate computer(s) of the County.

By separate mutual agreement, the County and City may provide video conference capabilities for personal visiting, professional visiting, pre-trial conferences, arraignments and other court and conferencing needs.

Bed Rate. In consideration of Yakima County's commitment to house City Inmates, the City shall pay the County based on the Monthly Average Daily Population (MADP) sliding scale:

<i>Monthly Average Daily Population (MADP)</i>	<i>Daily Rate Per Inmate</i>
151 - above	\$48.75
126-150	\$49.75
101-125	\$50.75
76-100	\$51.75
51-75	\$52.75
26-50	\$53.75
0-25	\$54.75

The Bed Rate includes all in-facility medical, dental (if available), and mental health services. In the event an inmate requires out of facility medical, dental or mental health services, the City shall be responsible for the cost of the services.

The County shall not charge a booking fee in connection with housing the City's Inmates.

The City may purchase additional beds, as available, at the then- existing bed rate; however, the County shall have the right to refuse to accept custody of or house inmates in excess of the City's minimum bed commitment.

The Daily Fee for inmates housed for more than one jurisdiction shall be divided equally among those jurisdictions.

25. Billing and Payment. The County shall provide the City with monthly statements itemizing the name of each City Inmate, the number of days of housing, including the date and time booked into the County and date and time released from the County and itemization of any additional charges including a description of the service provided, date provided and reason for service.

The County shall provide said statement for each month on or about the 10th day of the following month. Payment shall be due to the County within (30) days from the billing date. The County may bill the City electronically. Payments not received by the 30th day shall bear interest at the rate of 1% per month until payment is received.

The Daily Fee for City Inmates housed for more than one jurisdiction shall be divided equally among those jurisdictions.

26. Duration of Agreement. The duration of this Agreement shall be from January 1, 2014, at 1200 A.M. and shall end at 11:59 P.M., on December 31 2014 unless otherwise terminated in accordance with Section 31 of this Agreement. This Agreement may be renewed for any successive period by written addendum under terms and conditions acceptable to the County and City.

27. Independent Contractor. In providing services under this Agreement, the County is an independent contractor and neither it nor its officers, nor its agents nor its employees are employees of the City for any purpose, including responsibility for any federal or state tax, industrial insurance, or Social Security liability. Neither shall the provision of services under this Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of the City under any applicable law, rule or regulation. Nothing in this Agreement is intended to create an interest in or give a benefit to third persons not signing as a party to this Agreement.

28. Hold Harmless, Defense, and Indemnification. The County shall hold harmless, defend, and indemnify the City, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, injury, or death of any City Inmate, or loss or damage to City Inmate property while in County custody) that result from or arise out of the acts or omissions of County, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the County's services, duties, and obligations under this Agreement.

The City shall hold harmless, defend, and indemnify the County, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, injury, or death of any City Inmate, or loss or damage to City Inmate property while in County custody) that result from or arise out of the acts or omissions of the City, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the City's services, duties, and obligations under this Agreement.

In the event the acts or omissions of the officials, officers, agents, and/or employees of both the City and the County in connection with or incidental to the performance or non-performance of the City's and or County's services, duties, and obligations under this Agreement are the subject of any liability claims by a third party, the City and County shall each be liable for its proportionate share of fault in any resulting suits, actions, claims, liability, damages, judgments, costs and expenses and for their own attorney's fees.

Nothing contained in this Section or this Agreement shall be construed to create a right in any third party to indemnification or defense.

The County and City hereby waive, as to each other only, their immunity from suit under industrial insurance, Title 51 RCW. This waiver of immunity was mutually negotiated by the parties hereto.

The provisions of this section shall survive any termination or expiration of this Agreement.

29. Insurance. The County and City shall provide each other with evidence of insurance coverage, in the form of a certificate or other competent evidence from an insurance provider, insurance pool, or of self-insurance sufficient to satisfy the obligations set forth in this Agreement.

The County and City shall each maintain throughout the term of this Agreement coverage in minimum liability limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate for its liability exposures, including comprehensive general liability, errors and omissions, auto liability and police professional liability. The insurance policy shall provide coverage on an occurrence basis.

30. Termination.

A. Mutual Agreement: This Agreement may be terminated by mutual written consent between the County and City with ninety (90) days written notice to the other party and to the State Office of Financial Management as required by RCW 70.48.090 stating the grounds for said termination and specifying plans for accommodating the affected City Inmates.

B. Imperiling Conditions: The City shall have the right to terminate this Agreement where: 1) conditions and/or circumstances at Yakima's facilities present an imminent risk of serious injury or death to the City's Inmates [Imperiling Conditions]; 2) the City has sent County written notice by certified mail, return receipt requested describing with reasonable specificity the Imperiling Conditions; and 3) the County has failed to cure the Imperiling Conditions within a reasonable period of time, which, unless the parties agree in writing to a longer period, shall be no more than 30 days after the County receives the City's notice. Termination under this provision shall be effective if and when: 1) after at least 30 days, the County has not cured the Imperiling Condition(s); and 2) the City has removed its Inmates; and 3) the City has given the

County formal written notice of final termination under this provision. After Termination under this provision the City shall have no further financial obligations under this Agreement.

C. **Material Breach:** Either party shall have the right to terminate this Agreement if: 1) the other party is in material breach of any term of this Agreement; 2) the terminating party has sent the breaching party written notice of its intent to terminate this Agreement under this section by certified mail, return receipt requested describing with reasonable specificity the basis for the termination; and 3) the breaching party has failed to cure the breach within ninety (90) days, unless the parties agree in writing to a longer cure period. Termination shall be effective upon and the City shall have no further financial obligations under this Agreement from the date of removal of its Inmates from the Yakima Facility or County's receipt of final notice that City is terminating the Agreement after the expiration of the cure period, whichever occurs last.

31. Real or Personal Property. It is not anticipated that any real or personal property will be acquired or purchased by the parties solely because of this Agreement.

32. Equal Opportunity. Neither party shall discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, political affiliation or belief or the presence of any sensory, mental or physical handicap in violation of any applicable federal law, Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 USC 12110 et seq.). In the event of the violation of this provision, the other party may terminate this Agreement immediately.

33. Assignment. This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by the County to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of County stated herein.

34. Non-Waiver. The failure of either party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.

35. Severability. If any portion of this Agreement is changed per mutual Agreement or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.

36. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any actions, suit, or judicial or administrative proceeding for the enforcement of this Agreement shall be brought and tried in the Federal or Superior Court for the State of Washington in Thurston County

37. Approval and Filing. Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of each party. The attested signatures of the City, Manager or Mayor and the Yakima County Commissioners below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Yakima County Auditor's Office pursuant to RCW 39.34.040.

38. General Provisions. Unless otherwise agreed in writing executed by both parties, on and after January 1, 2015, and so long as this Agreement remains in effect, this document constitutes the entire Agreement between the City and the County under which the County

houses City Inmates, and no other oral or written agreements between the parties shall affect this Agreement.

No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties.

The County shall not delegate its duties pertaining to housing City Inmates without the written consent of the City, which consent shall not be withheld unreasonably.

Any provision of this Agreement that is declared invalid or illegal shall in no way affect or invalidate any other provision.

In the event the County or City defaults on the performance of any terms of this Agreement and files a lawsuit, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs and expenses.

This Agreement may be executed in any number of counterparts.

39. Notices. Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties to their addresses as follows:

TO CITY: Rick Smith, Police Chief
 Marysville Police Department
 1635 Grove Street
 Marysville, WA 98270

TO COUNTY: Ed Campbell, Director
 Yakima County Department of Corrections
 111 North Front Street
 Yakima, WA 98901

Alternatively, to such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

Yakima County, WASHINGTON	CITY OF MARYSVILLE, WASHINGTON
By: _____	By: _____
	Jon Nehring, Mayor
Date: _____	Date: _____
Attest:	Attest:
By: _____	By: _____
County Clerk	Marysville City Clerk

<p>Approved as to form:</p> <p>By: _____</p> <p>County Attorney</p>	<p>Approved as to form:</p> <p>By: _____</p> <p>Grant Weed, City Attorney</p>
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ATTACHMENT A
MEDICAL ACCEPTABILITY

The County shall determine the medical and mental acceptability of inmates for transport using the following excluding criteria:

1. Blood or fluid present at an open wound site or bleeding from an open wound.
2. Signs of untreated broken bones or dislocated joints.
3. Any injury or illness requiring immediate or emergency medical treatment.
4. Unconsciousness.
5. Inmates unable to stand and walk under their own power.
6. Wheel chair bound individuals.
7. Signs of alcohol toxicity and signs of current or recent use of any intoxicants.
8. Signs of alcohol and/or drug withdrawal.
9. Bed bound individuals.
10. Individuals with attached IV or requiring IV medications.
11. Individuals requiring the use of oxygen tanks.
12. AMA (Against Medical Advice) from the hospital.
13. Individuals having had major invasive surgery within the last 72 hours. Non-invasive surgery such as oral surgery, laser-eye surgery and minor surgery may be evaluated on a case by case basis.
14. Post-operative persons who have follow up appointments within the next four weeks.
15. Wounds with drainage tubes attached.
16. Persons with permanent catheters.
17. Open and/or oozing bedsores.
18. Individuals requiring nebulizers who cannot obtain one.
19. Persons with Alzheimer's, dementia or other psychological conditions to the point where the inmate cannot perform activities of daily living ("ADL's") or who do not have the capacity to function safely within a correctional environment.
20. Persons who are diagnosed as developmentally delayed and who do not have the capacity to function safely within a correctional environment or who cannot perform ADL's.
21. Female inmates more than 5 months pregnant. Or any female inmate considered a high-risk pregnancy.
22. Persons undergoing chemotherapy and/or radiation treatment.
23. Persons undergoing dialysis.
24. Persons with the following untreated medical conditions:
 - a) Heart disease

- b) Seizures disorders
 - c) Insulin dependent diabetes
 - d) Cancer
 - e) Asthma
 - f) Psychosis
 - g) HIV Positive or AIDS
25. Persons who are HIV positive or have AIDS and are taking anti-viral medications.
 26. Persons taking Methadone, or Suboxone, a substitute for Methadone.
 27. Persons with suicidal ideations or gestures within the past 72 hours.
 28. Person, if prescribed, have not taken psychotropic medications for at least 72 hours.
 29. Persons who have attempted suicide within the last 30 days.
 30. Persons who have attempted suicide by overdose or ligature strangulation during current incarceration.
 31. Persons displaying current psychotic episode.
 32. Persons requiring CPAP machines as prescribed must be transported with the machine.

ATTACHMENT B
PROPERTY

County transport personnel will only accept Inmate property as follows:

1. The property shall be sealed in a single property bag no larger than a common paper grocery bag.
2. Money, valuables, and medications shall be placed in a clear envelope and sealed within the Inmate's property bag.
3. Checks and documents (court, warrants, etc) shall be attached to the outside of the property bag.
4. The transporting officer shall account for the property bag and funds being transported. Yakima County Department of Corrections transport personnel will not accept or transport the following:
 - a) Backpacks, suitcases, etc.
 - b) Unpackaged food products or food products in packaging that has been opened.
 - c) Any type of weapon (includes pocketknives).
 - d) Liquids.
 - e) Any items that will not fit into the property bag.
 - f) Material deemed to be contraband.

Yakima County will limit property returned with the Inmate to the City according to these criteria.

ATTACHMENT C
CLASSIFICATION

The City shall supply the County with the following Classification related information, if it known to or in possession of the City:

1. If the City Inmate has been classified to a special housing unit and/or if the City Inmate has been classified as protective custody.
2. If the City Inmate is a violent offender or has displayed violent behavior during present or past incarcerations.
3. If the City Inmate is an escape risk.

ATTACHMENT D
BORROWING

One contracting city may "borrow" another contracting city's inmate as follows:

1. If a City requests the transport of another contracting City's Inmate from the County the requesting City must notify each agency with rights to custody of the Inmate, and if each agency with rights to custody of the Inmate notifies the County in writing (e-mail) of its approval, the County shall provide the requested transport. The County will complete a custody transfer form that lists all outstanding detainers. The custody transfer paperwork will accompany the inmate.
2. Once custody of the City Inmate has been transferred to another agency, it is the responsibility of the requesting City to determine whether the City Inmate shall be returned to the custody of the County, and if so, the requesting City shall make all necessary and proper arrangements with the County and any agency with rights to custody of the Inmate, for the Inmate's return according to the terms of this agreement.
3. The County will not track the City Inmate once he or she has left the County's facility.
4. If the Inmate is returned to the custody of the County, the requesting City shall provide the County with sentencing/charge information. The City shall supply all pre-sentence, and post-sentence paperwork from agreeing agencies that authorized the borrowing of the Inmate. This will aid Yakima County in determining split billing and release dates.
5. If the agency requesting to borrow a City Inmate is not in the "Contracting Agency," the requesting agency will be responsible to make all transport arrangements including all legal paperwork for the transport with the City of jurisdiction.
6. The County will transport the City Inmate only to a King County city that also contracts with the County for Inmate housing.
7. Inmates transported by the City, cannot be borrowed out of YCDOC.

ATTACHMENT E

This attachment only applies to Inmates transported by the YCDOC.

WARRANTS/OTHER COURT ORDERS/DETAINERS

1. The following shall apply to City Inmates who are subject to warrants from other jurisdictions or to other court orders for confinement or detainers. When receiving a City Inmate, the Transport Officers shall review all paperwork provided by the City for all grounds to hold the Inmate and ensure that this information is entered into the County's JMS and is routed to the Out of County Transport Section Office Specialist.
2. Prior to releasing a City Inmate, the County shall check the NCIC and WACIC systems to determine if the Inmate is subject to any valid warrants or other detainers.
 - a) If the Inmate is subject to a warrant that is limited to King County, YCDOC will, upon receiving written permission (e mail) from the City, transport the Inmate to the custodial agency for the jurisdiction that issued the warrant. However, Yakima County will not assume responsibility to serve any such warrants.
 - b) If the City Inmate is subject to a warrant from a western Washington jurisdiction outside King County, YCDOC will release the Inmate at the location determined by written (e mail) agreement of the YCDOC and the City under Section 5 of this Agreement.
 - c) If the City Inmate is subject to a warrant from an eastern Washington jurisdiction, YCDOC will send the Inmate to the custodial agency for that jurisdiction on the Mini-Chain.
 - d) If, upon return from YCDOC to the City, the Inmate is subject to a warrant that provides for statewide extradition, YCDOC will either transport the Inmate to the detention/correction facility in King County designated by the agency/jurisdiction that issued the warrant if it is in King County, or will send the Inmate to the agency/jurisdiction that issued the warrant on the Mini-Chain.
3. City Inmates who have or are subject to Immigration and Custom Enforcement (ICE) detainers shall be returned to the City, unless the County and City agree in writing (email) to some other course of action.

ATTACHMENT F**INMATE RELEASE**

County transport personnel will release City Inmates as follows:

1. Inside a staffed correction or detention facility (jail).
2. Inside a staffed police agency (sally port or other secured area).
3. Outside of a Law Enforcement Agency when agency personnel, telephone access, and weather protection (lobby areas) are available to the released Inmate.
4. The County does not transport on Mondays.
5. City Inmates for whom bail is posted, or who otherwise have a right to be released may, by signed written waiver, choose to remain in custody and return to City by the regularly scheduled transport, or to be released to a family member or friend, or to the streets of Yakima.
6. Inmates transported by City must be picked up at least 12-(twelve) hours prior to the inmate's scheduled release date and time. If the inmate is not picked up before the scheduled release time, the Inmate will be automatically scheduled to be transported, at the City's cost to include the addition of transport fees for all days served, on the next available transport to the City.

Index #8

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: June 9, 2014

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

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

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

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

Housing fees are \$70 a day per prisoner. Normal medical expenses are included in the housing fee.

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

RECOMMENDED ACTION:

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

COUNCIL ACTION:

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

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

WITNESSETH:

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

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

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

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

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

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

1. GOVERNING LAW

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

2. DURATION

This Agreement shall enter into full force and effect from **January 1, 2014 and end December 31, 2014**, subject to earlier termination as provided by Section 3 herein. This Agreement shall be renewed automatically for like successive periods under such terms and conditions as the parties may determine. Nothing in this Agreement shall be construed to require The City to house inmates in Chelan County continuously.

3. TERMINATION

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

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

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

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

4. MAILING ADDRESSES

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

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

Primary Contact Person: Curt Lutz, Director
Secondary Contact: Kristen Hankins, Business Manager

City of Marysville : Chief of Police
1635 Grove
Marysville, WA 9827-0
(360)363-8305 _____

Primary Contact Person: Chief Richard Smith

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

5. DEFINITIONS

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

(a) Day. One prisoner day shall be each day or portion thereof which a prisoner appears in custody on the jail management system. The count shall be conducted by the jail management system and each participating jurisdiction shall be charged for each prisoner who is detained in the Regional Justice Center on a charge and/or conviction from the participating jurisdiction.

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

- (i) "Minimum" classification shall apply to those inmates who present a low risk to staff and the community and as part of this classification, they may become volunteer inmate worker.
- (ii) "Medium" classification shall apply to those inmates who present a moderate risk to staff and the community.
- (iii) "Maximum" classification shall apply to those inmates who present a substantial risk to staff and the community.

6. COMPENSATION

(a) Rates. Chelan County agrees to accept and house The City's inmates for compensation per inmate at the rate of **\$70.00** per day (also see #12 below). This includes minimum and medium classification inmates. The parties agree that Chelan County will not charge a separate booking fee in addition to such rate. The date of booking into the CCRJC of The City's inmates, no matter how little time of a twenty-four (24) hour day it constitutes, shall count as one day and shall be billed to The City as a day of custody in Chelan County.

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

7. RIGHT OF INSPECTION

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

8. FURLOUGHS, PASSES, AND WORK RELEASE

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

9. INMATE ACCOUNTS

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

10. INMATE PROPERTY

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

11. RESPONSIBILITY FOR OFFENDER'S CUSTODY

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

12. MEDICAL SERVICES

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

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

(c) Should medical, psychiatric or dental services require transport outside CCRJC, The City agrees to compensate Chelan County dollar for dollar any amount expended or cost incurred in providing the same; provided that, except in emergencies, The City will be notified by contacting the Marysville Jail Supervisor at (360)363-8312 prior to the inmate's transport, if and when circumstances allow, or as soon afterward as practicable.

13. DISCIPLINE

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

14. RECORDS AND REPORTS

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

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

15. REMOVAL FROM THE JAIL

An inmate of The City's legally confined in Chelan County shall not be removed there from by any person without written authorization from The City or by order of any court having jurisdiction. The City hereby designates Marysville Jail Supervisor the official authorized to direct Chelan County to remove The City's inmates from the CCRJC. Chelan County agrees that no early releases or alternatives to incarceration including furloughs, passes, work release, work crews or electronic home detention shall be granted to any inmate without written authorization from the committing court. This paragraph shall not apply to an emergency necessitating the immediate removal of the inmate for medical, psychiatric, dental treatment or other catastrophic condition presenting an eminent danger to the safety of the inmate or to the inmates or personnel of Chelan County. In the event of any such emergency removal, Chelan County shall inform The City of the whereabouts of the inmate or inmates so removed, at the earliest practicable time, and shall exercise all reasonable care for the safe keeping and custody of such inmate or inmates.

16. ESCAPES

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

17. DEATH OF AN INMATE

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

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

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

18. RETAKEING OF INMATES

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

19. HOLD HARMLESS AND INDEMNIFICATION

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

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

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

20. RIGHT OF REFUSAL AND TRANSPORTATION

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

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

(c) The City prisoners incarcerated in Chelan County pursuant to this Agreement shall be transported to Chelan County and at the expense of Chelan County and shall be returned, if necessary, to The City by Chelan County personnel and at the County's expense provided that notice of the necessity of transport is received by Chelan County three (3) working days prior to the time of expected transport. The City hereby designates the Jail Supervisor the official authorized to notify Chelan County of the dates for transport and the specific inmates to be transported.

(d) The City prisoners that have completed their sentence and have no other legal holds will be offered transportation back to the general area of The City provided they do not provide their own transportation.

21. INDEPENDENT CONTRACTOR

In providing services under this contract, Chelan County is an independent contractor and neither it or its officers, agents or employees are employees of The City for any purpose, including responsibility for any federal or state tax, industrial insurance or Social Security liability. Neither shall the provision of services under this Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of The City under any applicable law, rule or regulation.

22. GENERAL PROVISIONS

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

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

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

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

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

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

23. INTERPRETATION

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

24. ACCESS TO RECORDS CLAUSE

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

25. ENTIRE AGREEMENT

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

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

CITY OF _____, WA

BOARD OF CHELAN COUNTY
COMMISSIONERS

By: _____

Doug England, Chair

ATTEST:

Keith Goehner, Commissioner

City Clerk

Ron Walter, Commissioner

DATED: _____

ATTEST:
Carlye Dunning
Clerk of the Board

Approved as to Form

Grant K. Weed, City Attorney

Approved as to Form:

DATED: _____

Curt Lutz, Director
Chelan County Regional Justice Center

County of _____ Attorney

Approved as to Form:

Douglas Shae, Chelan County Prosecutor

Index #9

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 6/9/2014

AGENDA ITEM: Approval of Special Event Permit Application; Downtown Merchants Association	
PREPARED BY: Carol Mulligan DEPARTMENT: Community Development	DIRECTOR APPROVAL:
ATTACHMENTS: 1. Copy of Special Event Permit Application 2. MMC 5.46.	
BUDGET CODE:	AMOUNT:

SUMMARY:

The Marysville Downtown Merchants Association has submitted an application to obtain a Special Event Permit to conduct a free car show open to the public on Saturday, July 12, 2014, in an effort to promote business in the downtown core. The applicant has requested the temporary street closure at the event location on 3rd Street between State Avenue and Union Avenue in order to conduct this proposed event. City staff has reviewed all related department comments and determined that this application has been submitted in its entirety and to the satisfaction of all said departments.

RECOMMENDED ACTION: City staff recommends City Council approve the application for Marysville Downtown Merchants Association to conduct a special event on July 12, 2014, including the street closure of 3rd Street between State Avenue and Union Avenue, as requested by the applicant.

RECEIVED
APR 11 2014

CITY OF MARYSVILLE
PUBLIC WORKS &
COMMUNITY DEVELOPMENT



SPECIAL EVENT PERMIT APPLICATION

Community Development Department ♦ 80 Columbia Avenue ♦ Marysville, WA 98270
(360) 363-8100 ♦ (360) 651-5099 FAX ♦ Office Hours: Monday - Friday 7:30 AM - 4:00 PM

FOR AGENCY USE	Date:	File:	Fee: \$100.00
	NAME OF EVENT		PROPOSED DATES
	Kodz on 3rd Car Show		July 12 th , 2014
	APPLICANT	SPONSORING NON-PROFIT	EVENT ORGANIZER
Name	Patricia Schommaber / DMMA		William Borg
Mailing Address	1515 3rd St. #10		
City, State, ZIP	Marysville, WA 98270		
Phone (home/office)	360-454-0298		
Phone (cell)	425-622-0146		425-330-3322
E-mail	sell@trinityhreads.com		chryslerat@yahoo.com
SITE INFORMATION			
Set-up date/time	July 12 th 7:30-6pm	Dismantling Date/time	5pm
Estimated number of participants	1,000 to 2,000	Will admission fee be charged? (please note amount)	NO free to public
Will alcohol be served at event? (if yes please explain)	NO		
Type of activity planned (Describe event) and Proposed Activities	Car show free and open to the public to boost business indowntown as a resure that marysville is the premier destination in the County that weekend. food, Brewery house, kids activities		
Location to be used (Describe area to be used, attach map/route plan)	Starting at 3rd & State on 3rd street down to Union the streets need to be clear for car show cars parking along each side of the street.		
List any City Assistance that May be Required.	Recycle/garbage (see map) street closure and prior to the day street closures. * OK with barricades dropped off on Friday.		
Does event involve political or religious activity intended primarily for the communication or expression of ideas?	NO		

**Chapter 5.46
SPECIAL EVENTS**

Sections:

- 5.46.010 Definitions.
- 5.46.020 Special event permit required.
- 5.46.025 Exceptions to special event permit requirement.
- 5.46.030 Permit application.
- 5.46.040 Approval.
- 5.46.050 Fees.
- 5.46.060 Departmental analysis.
- 5.46.070 Insurance required.
- 5.46.080 Denial of permit.
- 5.46.090 Appeal.
- 5.46.100 Sanitation.
- 5.46.110 Revocation of special event permit.
- 5.46.120 Cost recovery for unlawful special event.
- 5.46.130 Expressive activity special event.
- 5.46.140 Penalties for violation.

5.46.010 Definitions.

Terms used in this chapter shall have the following meanings:

- (1) "Demonstration" means a public display of group opinion as by a rally or march, the principal purpose of which is expressive activity.
- (2) "Event organizer" means any person who conducts, manages, promotes, organizes, aids, or solicits attendance at a special event.
- (3) "Event management company" means an entity with expertise in managing special events.
- (4) "Expressive activity" includes conduct for which the sole or principal object is expression, dissemination, or communication by verbal, visual, literary, or auditory means of political or religious opinion, views, or ideas and for which no fee or donation is charged or required as a condition of participation in or attendance at such activity. For purposes of this chapter, expressive activity does not include sports events, including marathons, fundraising events, or events the principal purpose of which is entertainment.
- (5) "Gross revenues" means the sum of all revenues received by an event organizer for a special event including, but not limited to, cash receipts, licensing, sponsorships, television, advertising and similar revenues, and concessions.
- (6) "March" means an organized walk or event whose principal purpose is expressive activity in service of a public cause.

(7) "Noncommercial special event" means any special event organized and conducted by a person or entity that qualifies as a tax-exempt nonprofit organization, or a special event whose principal purpose is expressive activity.

(8) "Rally" means a gathering whose principal purpose is expressive activity, especially one intended to inspire enthusiasm for a cause.

(9) "Sidewalk" means that portion of a right-of-way, other than the roadway, set apart by curbs, barriers, markings, or other delineation for pedestrian travel.

(10) "Sign" means any sign, pennant, flag, banner, inflatable display, or other attention-seeking device.

(11) "Special event" means any fair, show, parade, run/walk, festival, or other publicly attended entertainment or celebration which is to be held in whole or in part upon publicly owned property or public rights-of-way, or if held wholly upon private property, will nevertheless affect or impact the ordinary and normal use by the general public or public rights-of-way within the vicinity of such event.

(12) "Special event permit" means a permit issued under this chapter.

(13) "Special permit venue" means that area for which a special event permit has been issued.

(14) "Street" means any place that is publicly maintained and open to use of the public for purposes of vehicular traffic, including highways.

(15) "Tax-exempt nonprofit organization" means an organization that is exempted from payment of income taxes by federal or state law and has been in existence for a minimum of six months preceding the date of application for a special event permit.

(16) "Vendor" means any person who sells or offers to sell any goods, food, or beverages within a special event venue. (Ord. 2901 § 1, 2012).

5.46.020 Special event permit required.

Except as provided elsewhere in this chapter, any person or entity who conducts, promotes, or manages a special event shall first obtain a special event permit from the city of Marysville. (Ord. 2901 § 1, 2012).

5.46.025 Exceptions to special event permit requirement.

(1) Although not required to be issued a special event permit, an event organizer of an activity exempted from this chapter is required to comply with all local, state and federal laws and regulations governing public safety or health.

(2) The following activities are exempt from obtaining a special event permit:

- (a) Parades, athletic events or other special events that occur exclusively on city property and are sponsored or conducted in full by the city of Marysville. An internal review process will be conducted for these events;

- (b) Private events held entirely on private property that do not involve the use of or have an impact on public property or facilities and that do not require the provision of city public safety services;
- (c) Funeral and wedding processions on private properties;
- (d) Groups required by law to be so assembled;
- (e) Gatherings of 100 or fewer people in a city park, unless merchandise or services are offered for sale or trade to the public, in which case a special event permit is required;
- (f) Temporary sales conducted by businesses, such as holiday sales, grand opening sales, anniversary sales, or single event (one day only) concession stands;
- (g) Garage sales, rummage sales, lemonade stands, and car washes;
- (h) Activities conducted by a governmental agency acting within the scope of its authority;
- (i) Lawful picketing on sidewalks;
- (j) Block parties located entirely on private property when not requesting a street closure, and not inviting others from outside the neighborhood;
- (k) Annual Strawberry Festival which is governed by Chapter 5.48 MMC; and
- (l) Other similar events and activities which do not directly affect or use city services or property. (Ord. 2901 § 1, 2012).

5.46.030 Permit application.

- (1) An application for a special event permit can be obtained at the office of the community development director and will be completed and submitted to the community development director and/or designee no later than 60 days prior to the proposed event. A completed application does not constitute approval of the permit.
- (2) A waiver of application deadline shall be granted upon a showing of good cause or at the discretion of the community development director and/or designee. The community development director and/or designee shall consider an application that is filed after the filing deadline if there is sufficient time to process and investigate the application and obtain police and other city services for the event. Good cause can be demonstrated by the applicant showing that the circumstances that gave rise to the permit application did not reasonably allow the participants to file within the time prescribed, and that the event is for the purpose of expressive activity.
- (3) The following information shall be provided on the special event permit application:
 - (a) The name, address, fax, cell, day of event contact number, email address, and office telephone number of the applicant;
 - (b) A certification that the applicant will be financially responsible for any city fees or costs that may be imposed for the special event;

- (c) The name, address, fax, cell, email address and telephone number of the event organizer, if any, and the chief officer of the event organizer, if any;
- (d) A list of emergency contacts that will be in effect during the event, and the event web address, if any; and
- (e) If the special event is designed to be held by, on behalf of, or for any organization other than the applicant, the applicant for special event permit shall file a signed, written communication from such organization:
 - (i) Authorizing the applicant to apply for the special event permit on its behalf;
 - (ii) Certifying that the applicant will be financially responsible for any costs or fees that may be imposed for the special event; and
 - (iii) Attached to which shall be a copy of the tax exemption letter issued for any applicant claiming to be a tax-exempt nonprofit organization;
- (f) All permit applications shall include:
 - (i) A statement of the purpose of the special event;
 - (ii) A statement of fees to be charged for the special event, including admissions tax documentation;
 - (iii) The proposed location of the special event;
 - (iv) Dates and times when the special event is to be conducted;
 - (v) The approximate times when assembly for, and disbanding of, the special event is to take place;
 - (vi) The proposed locations of the assembly or production area;
 - (vii) The specific proposed site or route, including a map and written narrative of the route;
 - (viii) The proposed site of any reviewing stands and/or vending areas;
 - (ix) The proposed site for any disbanding area;
 - (x) Proposed alternative routes, sites or times, where applicable;
 - (xi) The approximate number of persons, animals, and vehicles that will constitute the special event;
 - (xii) The kinds of animals anticipated to be part of the special event;
 - (xiii) A description of the types of vehicles to be used in the special event;
 - (xiv) The number of bands or other musical units and the nature of any equipment to be used to produce sounds or noise;

- (xv) The number and location of potable sanitation facilities;
- (xvi) Other equipment or services necessary to conduct the special event with due regard for participant and public health and safety;
- (xvii) The number of persons proposed or required to monitor or facilitate the special event and provide spectator or participant control and direction for special events using city streets, sidewalks, or facilities, including use of public or private law enforcement personnel;
- (xviii) Provisions for first aid or emergency medical services, or both, based on special event risk factors;
- (xix) Insurance and surety bond information;
- (xx) Any special or unusual requirements that may be imposed or created by virtue of the proposed special event activity;
- (xxi) The marketing plan with proposed timelines associated with marketing the activity to the general public;
- (xxii) Event timeline documenting activities from event set-up to event tear-down;
- (xxiii) Parking areas;
- (xxiv) Identify city assistance being requested; and
- (xxv) Any other information required by the city. (Ord. 2901 § 1, 2012).

5.46.040 Approval.

Based on the type of event and the event to which city services will be required, approval of special event permit applications will be made by the following authorities:

- (1) Approval by City Staff. Administrative approval for one-day events contained on a single site that could involve special parking arrangements and hiring of police officers for crowd control and traffic control. City staff shall include a representative from the police, planning, public works, parks and recreation, fire, streets, sanitation, and community development director departments.
- (2) Approval by City Council. Multiple-day events (four days maximum) or any event involving street closures or impacts to services city-wide. Events lasting more than four days shall be subject to submittal of additional information as required by city staff.
- (3) The city council will be notified of all special event approvals made by the city staff.
- (4) If permits and/or coordination is required from other agencies, i.e., Community Transit, Department of Transportation, Snohomish Health District, etc., these must be submitted prior to the issuance of the permit. (Ord. 2901 § 1, 2012).

5.46.050 Fees.

There will be a \$100.00 nonrefundable application fee for a special event permit. (Ord. 2901 § 1, 2012).

5.46.060 Departmental analysis.

(1) The community development director or designee will send copies of special event permit applications to all pertinent city departments and/or outside agencies when deemed necessary for review and determination of services required.

(2) The applicant is required to contract with the Marysville police department and public works department to employ police officers for security and traffic control as determined by the departmental analysis.

(3) Cost of city services, i.e., police, public works employees, etc., for special events will be estimated prior to the event. Additional costs incurred will be evaluated following the completion of the event. The city may in its discretion require a cash deposit for such costs. (Ord. 2901 § 1, 2012).

5.46.070 Insurance required.

Except as otherwise provided in this chapter, the applicant is required to obtain and present evidence of comprehensive liability insurance naming the city of Marysville, its officials, officers, employees and agents as additional insured for use of streets, public rights-of-way and publicly owned property such as parks. The insurance policy shall be written on an occurrence basis and shall provide a minimum coverage of \$1,000,000 for individual incidents, \$2,000,000 aggregate, per event, against all claims arising from permits issued pursuant to this chapter. The insurance policy period shall be for a period not less than 24 hours prior to the event and extending for a period of not less than 24 hours following completion of the event. In circumstances presenting a significantly high risk of liability the city may, in its discretion, increase the minimum insurance requirements, and in circumstances presenting a significantly low risk of liability, the city may in its discretion reduce the minimum insurance requirements. (Ord. 2901 § 1, 2012).

5.46.080 Denial of permit.

Reasons for denial of a special event permit include, but are not limited to:

- (1) The event will disrupt traffic within the city of Marysville beyond practical solution;
- (2) The event will protrude into the public space open to vehicle or pedestrian travel in such a manner as to create a likelihood of endangering the public;
- (3) The event will interfere with access to emergency services;
- (4) The location or time of the special event will cause undue hardship or excessive noise levels to adjacent businesses or residents;
- (5) The event will require the diversion of so many city employees that it would unreasonably affect other city services;
- (6) The application contains incomplete or false information;

- (7) The applicant fails to provide proof of insurance;
- (8) The applicant fails to obtain a city business license and/or fails to pay the special event permit fee and/or the applicant has failed to pay all fees due from previous special events;
- (9) The applicant failed to provide proof of sufficient monitors for crowd control and safety at least one week prior to the event;
- (10) The applicant has failed to provide proof of sufficient on- or off-site parking or shuttle services, or both, when required, to minimize any substantial adverse impacts on general parking and traffic circulation in the vicinity of the special event;
- (11) The applicant has failed to conduct a previously authorized or exempted special event in accordance with law and/or the terms of a permit;
- (12) The special event application conflicts with permits issued on same date and location creating hardship or financial burden to already permitted events;
- (13) The applicant does not meet current zoning requirements;
- (14) The applicant fails to obtain local, county, state and federal permits as required;
- (15) The city reasonably determines that the proposed special event conflicts with an already approved special event scheduled for same date(s). (Ord. 2901 § 1, 2012).

5.46.090 Appeal.

The applicant has the right to appeal any denial or revocation of a special events permit to the city council. An appeal shall be made in writing, shall specify the grounds of the appeal, shall have supporting documentation attached, and it shall be filed with the community development director within seven calendar days of the date of the written denial or revocation. (Ord. 2901 § 1, 2012).

5.46.100 Sanitation.

(1) A special event permit may be issued only after adequate waste disposal facilities have been identified and obtained by the applicant. The permittee is required to clean all permitted public and private properties and the right-of-way of rubbish and debris, returning it to its pre-event condition. If the permittee fails to clean up such refuse, the cleanup will be arranged by the city and the costs charged to the permittee.

(2) A special event permit may be issued only after adequate restroom and washroom facilities have been identified and arranged for or obtained by the applicant subject to the Snohomish Health District's review and certification process. (Ord. 2901 § 1, 2012).

5.46.110 Revocation of special event permit.

(1) Any special event permit issued pursuant to this chapter is subject to revocation, pursuant to this section.

(2) A special event permit may be revoked if the city determines:

- (a) That the special event cannot be conducted without violating the provisions of this chapter and/or conditions for the special event permit issuance;
- (b) The special event is being conducted in violation of the provisions of this chapter and/or any condition of the special event permit;
- (c) The special event poses a threat to health or safety;
- (d) The event organizer or any person associated with the special event has failed to obtain any other permit required pursuant to the provisions of this chapter;
- (e) The special event permit was issued in error or contrary to law;
- (f) The applicant has not paid all fees when due; or
- (g) The applicant has failed to provide confirmation or proof that it has obtained the minimum number of required volunteers to perform safety functions.

(3) Except as provided in this section, notices of revocation shall be in writing and specifically set forth the reasons for the revocation.

(4) If there is an emergency requiring immediate revocation of a special event permit, the city may notify the permit holder verbally of the revocation. (Ord. 2901 § 1, 2012).

5.46.120 Cost recovery for unlawful special event.

Whenever a special event is conducted without a special event permit when one is required or is conducted in violation of the terms of an issued special event permit, the event organizer shall be responsible for, and the city shall charge the event organizer for, all costs incurred as a result of the adverse impacts of the special event or the violation of the special event permit. (Ord. 2901 § 1, 2012).

5.46.130 Expressive activity special event.

When a special event permit is sought for an expressive activity such as a demonstration, rally, or march as defined in this chapter, the following exceptions shall apply:

(1) Where the special event will not require temporary street closures, cost recovery pursuant to MMC 5.46.050 shall be limited solely to a fee based on the cost of processing the permit application.

(2) The insurance requirement of MMC 5.46.070 shall be waived; provided, that the event organizer has filed with the application a verified statement that he or she intends the special event purpose to be First Amendment expression and the cost of obtaining insurance is financially burdensome and would constitute an unreasonable burden on the right of First Amendment expression. The verified statement shall include the name and address of one insurance broker or other source for insurance coverage contacted to determine premium rates for coverage.

(3) Where the special event will require temporary street closures and any one or more of the conditions of subsection (4) of this section are present requiring the city to provide services in the interest of public health, safety, and welfare, the special event coordinator may condition the issuance

of the special event permit upon payment of actual, direct costs incurred by the city to a maximum of \$500.00. Any fee schedule adopted by the city shall contain a provision for waiver of, or a sliding scale for payment of, fees for city services, including police costs, on the basis of ability to pay.

(4) The city may deny a special event permit for a demonstration, rally or march if:

- (a) The special event will substantially interrupt public transportation or other vehicular and pedestrian traffic in the area of its route;
- (b) The special event will cause an irresolvable conflict with construction or development in the public right-of-way or at a public facility;
- (c) The special event will block traffic lanes or close streets during peak commuter hours on weekdays between 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. on streets designated as arterials by the city's public works department.
- (d) The special event will require the diversion of police employees from their normal duties;
- (e) The concentration of persons, animals, or vehicles will unduly interfere with the movement of police, fire, ambulance, and other emergency vehicles on the streets;
- (f) The special event will substantially interfere with another special event for which a permit has already been granted or with the provision of city services in support of other scheduled special events; or
- (g) The special event will have significant adverse impact upon residential or business access and traffic circulation in the same general venue.

(5) With regard to the permitting of expressive activity special events where the provisions of this section conflict with the provisions in any other section of this chapter, the provisions of this section shall prevail. (Ord. 2901 § 1, 2012).

5.46.140 Penalties for violation.

(1) Violations of, or failure to comply with, any provision of this chapter shall constitute a civil infraction and any person found to have violated any provision of this chapter is punishable by a monetary penalty of not more than \$250.00 for each such violation. Each day that a violation continues shall constitute a new and separate infraction.

(2) The imposition of a penalty for violation of this chapter shall be in addition to any other penalties provided for in any other ordinances of the city or any other ordinances or laws applicable to the violation.

(3) Any permit fee or penalty which is delinquent or unpaid shall constitute a debt to the city and may be collected by a court proceeding in the same manner as any other debt in like amount, which remedy shall be in addition to all other existing remedies. (Ord. 2901 § 1, 2012).

Index #10

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 6/9/2014

AGENDA ITEM: Independent Contractor /Concessionaire Agreement with ICE CREAM MOM	
PREPARED BY: Jim Ballew DEPARTMENT: Parks and Recreation	DIRECTOR APPROVAL:
ATTACHMENTS: Independent Contractor Agreement	
BUDGET CODE:	AMOUNT: 400.00

SUMMARY:

The City of Marysville advertised for interested concessionaires to provide food and beverages at Jennings Memorial Park on weekends and for the Sounds of Summer Concert Series and Outdoor Movie Series. The Department received a response from Rhonda Moen DBA, ICE CREAM MOM a sole proprietor. ICE CREAM MOM will support the Sound of Summer Concert Series and Outdoor Movies Series

The attached Independent Contractor Agreement requires the Concessionaire provide service during each concert and outdoor film event scheduled. The Contractor is also required to provide service(s) in Jennings Park on a mutual schedule from July 10, 2014 through August 31, 2014.

At the conclusion of the season the Contractor will provide \$400.00 in payment to the city.

<p>RECOMMENDED ACTION: Staff recommends that Council Authorize the Mayor to sign the Independent Contractor Agreement with Rhonda Moen DBA ICE CREAM MOM for ice cream vending services effective July 10, 2014 through August 31, 2014</p>
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**CITY OF MARYSVILLE
INDEPENDENT CONTRACTOR/CONCESSIONAIRE AGREEMENT**

This agreement, made and entered into this _____ day of _____, 2014 by and between the City of Marysville, State of Washington, a municipal corporation, hereinafter called the “City” and Rhonda Moen, DBA Ice Cream Mom, a sole proprietor and hereinafter called “Contractor/ Concessionaire”.

WITNESETH:

WHEREAS, the City of Marysville desires to provide food and beverages to the patrons attending Jennings Memorial Park and the Sounds of Summer Concert Series and Popcorn in the Park Movie series on facilities owned and operated by the City of Marysville.

WHEREAS, the City desires to enter into a contract with Ice Cream Mom as the provider or portable ice cream novelties sales and services for the City of Marysville with the status of “Independent Contractor”; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. DUTIES:

The City of Marysville hereby contracts with the Contractor to perform all functions and duties of exclusive Ice Cream Concessionaire in Jennings Memorial Park and during the Sounds of Summer Concert and Popcorn in the Park Movie Series and to perform the additional functions and duties:

- a. To operate, manage and maintain a quality portable food and beverage service for the general public during agreed upon operating days and hours not to be less than 2 hours per day or event date(s) from times of 6:00 p.m. to 9:00 pm., during the following dates July 10, 2014 through August 31, 2014 unless inclement weather forces closure or cancellation of the events or activity.
- b. Provide a full range of ice cream novelty items for resale at reasonable prices.
- c. Contractor agrees to provide and maintain all equipment. Improvements and/or additional service connections are the responsibility of the Contractor and shall be done as per city and or State of Washington code(s).
- d. Contractor agrees that the premises will be used as a site to operate concession services for patrons and not as a commissary facility. Contractor agrees not to let or sublet the whole or any part of the

contracted space allocated for ice cream concession services or assign this agreement, or any interest within the property described.

- e. Contractor agrees to pay and provide all governmental licenses, fees and or permits for the operation of described services within this agreement.
- f. Contractor shall pay all taxes wages and other costs associated with the operation of Concessionaire services.
- g. Contractor agrees that all personal property kept at the agreement site shall be at the risk of the Contractor. Contractor further agrees not to hold City liable in any manner or account of any loss or damage sustained by action of fire, water, elements, theft or any third party. All equipment and machinery associated with food sales and production shall be owned exclusively by the Contractor.
- h. Concessionaire agrees to comply with applicable federal, state and City legislation, rules and /or regulations including but not limited to Federal, state and local health, safety and licensing laws and / regulations related to preparation and sale of concession foods and goods, Marysville Municipal Code and Marysville Parks Department Policies.
- i. Concessionaire shall have a valid Marysville business license.

2. TERM

The term of this Contract shall be effective through August 31, 2014.

Upon expiration of the term the City may extend the Agreement for an additional term or seasonal basis. Either Party may terminate this Agreement prior to the end of the agreed term with thirty days written notice. This Agreement shall automatically terminate in the event the Contractor ceases to provide services for any unauthorized reason for a period of ten (10) or more consecutive days of the program or event contracted for. Upon the expiration or early termination of this agreement, the Contractor will surrender the location in good condition as they were at the commencement of the agreement term.

3. PAYMENT

The Contractor agrees to pay the City of Marysville a total of Four Hundred Dollars and no cents (\$400.00) for payment to operate concessions for the aforementioned event(s) and schedule. Payment will be made on the final date of the season or event, or no later than September 5, 2014 payable to the City of Marysville Parks and Recreation Department.

4. INDEPENDENT CONTRACTOR

This Agreement is not intended in any fashion to create the relationship of employer-employee with respect to the City and Contractor. Neither the Contractor nor any person employed by the Contractor is to be considered at any time an employee of the City of Marysville. Neither party to this service agreement is the agent of the other and neither

party shall have the right to bind the other by contract or otherwise, except as herein specifically provided.

5. EMPLOYEE BENEFITS / WITHHOLDING

Contractor agrees to pay any and all withholding taxes, employment security taxes, social security or FICA taxes, Labor and Industry premiums or fees, and otherwise shall pay all other government imposed fees or charges with respect to the business of Contractor if applicable. Contractor shall be solely responsible for all of his own benefits including but not limited to vacation, sick leave, pension, life insurance, medical insurance, paid leave, and such other benefits as he may wish to acquire.

6. INSURANCE

- a. Independent Contractor shall procure and maintain Insurance for the duration of the Agreement. Insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives or employees.
- b. Contractor shall maintain Automobile Liability Insurance with a minimum level of \$ 1,000,000 combined single limit per accident for bodily injury and property damage; and shall cover all owned, non-owned, hired and leased vehicles. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- c. Contractor shall maintain Casualty and General Liability for both personal property and individual liability at the following minimum levels:
 - \$1,000,000.00 Each Accident
 - \$1,000,000.00 Each Occurrence
 - \$2,000,000.00 Aggregate
- d. Contractor shall name the City of Marysville as additionally insured on an Endorsement of Insurance and provide the City with said Endorsement before the first event.

7. INDEMNIFICATION / HOLD HARMLESS

CONCESSIONAIRE shall defend, indemnify and hold the City, its officers, officials and employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorneys fees arising of or in connection with the performance of this Agreement, or the Concessionaire's activities, except for injuries and damages caused by the sole negligence of the City.

The City's obligation to hold harmless, indemnify and defend Concessionaire's agents and employees resulting from the concurrent negligence of Concessionaire's and the City or their officers, agents and employees, shall apply only to the extent of the negligence of the City.

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

8. LEGAL RELATIONS/DISPUTES/ATTORNEYS FEES.

- a. The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this contract may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.
- b. In the event of any litigation involving the rights or obligation of the City or Contractor hereunder, the prevailing party in such litigation shall be entitled to receive from the other such reasonable attorney's fees and all costs as the court may award.
- c. CONCESSIONAIRE shall comply with all federal, state and local laws and ordinances applicable to work to be done under this agreement. This contract shall be interpreted and construed in accordance with the laws of Washington. Venue for any action commenced relating to the interpretation, breach or enforcement of this agreement shall be in Snohomish County Superior Court.

9. NOTICE

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

CITY OF MARYSVILLE
 Jim Ballew, Director
 PARKS AND RECREATION DEPARTMENT
 6915 Armar Road
 Marysville WA 98270

Notices to Contractor shall be sent to the following address

Rhonda Moen
 10520 90th Street NE
 Lake Stevens WA 98258

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address

10. NONWAIVER.

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

11. ENTIRE AGREEMENT

This Agreement represents the entire integrated Agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral.

12. MODIFICATION

No provision of this Agreement may be amended or modified except by written agreement signed by the parties.

13. AUTHORITY

Each individual executing this Agreement on behalf of the City and Concessionaire represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the Concessionaire or the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date herein above first written.

By _____
Rhonda Moen- Contractor

Dated

CITY OF MARYSVILLE

By _____
Jon Nehring - Mayor

Approved as to Form:

Grant K. Weed, City Attorney

Index #11

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: June 9, 2014

AGENDA ITEM: Concessionaire Agreement Hillside Church	
PREPARED BY: Jim Ballew	DIRECTOR APPROVAL:
DEPARTMENT: Parks and Recreation	
ATTACHMENTS: Concessionaire Agreement	
BUDGET CODE:	AMOUNT:
SUMMARY:	

The City of Marysville advertised for interested concessionaires to provide food and beverages at Jennings Memorial Park on weekends and for the Sounds of Summer Concert Series and Outdoor Movie Series. The Department received a response from the Hillside Church of Marysville WA. The Hillside Church will provide concessionaire services of prepared and pre-packaged items for sale within Jennings Memorial Park during the Sound of Summer Concert Series and Outdoor Movies Series through the summer of 2014. The Contractor will also support various Special Events throughout the year through December 31, 2014.

At the conclusion of the season the Contractor will provide \$440.00 in payment to the city.

<p>RECOMMENDED ACTION: Staff recommends that Council Authorize the Mayor to sign the Independent Contractor Agreement with The Hillside Church for Concessionaire services effective June 30, 2014 through December 31, 2014</p>

**CITY OF MARYSVILLE
INDEPENDENT CONTRACTOR/CONCESSIONAIRE AGREEMENT**

This agreement, made and entered into this _____ day of _____, 2014 by and between the City of Marysville, State of Washington, a municipal corporation, hereinafter called the “City” and The Hillside Church, a non-profit corporation and hereinafter called “Contractor/ Concessionaire”.

WITNESETH:

WHEREAS, the City of Marysville desires to provide food and beverages to the patrons attending Jennings Memorial Park and the Sounds of Summer Concert Series and Popcorn in the Park Movie series on facilities owned and operated by the City of Marysville.

WHEREAS, the City desires to enter into a contract with The Hillside Church as the provider or concession foods and goods for the City of Marysville with the status of “Independent Contractor”; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. DUTIES:

The City of Marysville hereby contracts with the Contractor to perform all functions and duties of exclusive Food Concessionaire in Jennings Memorial Park and during the Sounds of Summer Concert and Popcorn in the Park Movie Series and to perform the additional functions and duties:

- a. To operate, manage and maintain a quality portable food and beverage service for the general public during agreed upon operating days and hours not to be less than 2 hours per day or event date(s) from times of 6:00 p.m. to 9:00 pm., during the following dates July 10, 2014 through August 31, 2014 unless inclement weather forces closure or cancellation of the events or activity.
- b. Provide a full range of concession foods and goods for resale at reasonable prices.
- c. Contractor agrees to provide and maintain all equipment. Improvements and/or additional service connections are the responsibility of the Contractor and shall be done as per city and or State of Washington code(s).
- d. Contractor agrees that the premises will be used as a site to operate concession services for patrons and not as a commissary facility. Contractor agrees not to let or sublet the whole or any part of the

contracted space allocated for ice cream concession services or assign this agreement, or any interest within the property described.

- e. Contractor agrees to pay and provide all governmental licenses, fees and or permits for the operation of described services within this agreement.
- f. Contractor shall pay all taxes wages and other costs associated with the operation of Concessionaire services.
- g. Contractor agrees that all personal property kept at the agreement site shall be at the risk of the Contractor. Contractor further agrees not to hold City liable in any manner or account of any loss or damage sustained by action of fire, water, elements, theft or any third party. All equipment and machinery associated with food sales and production shall be owned exclusively by the Contractor.
- h. Concessionaire agrees to comply with applicable federal, state and City legislation, rules and /or regulations including but not limited to Federal, state and local health, safety and licensing laws and / regulations related to preparation and sale of concession foods and goods, Marysville Municipal Code and Marysville Parks Department Policies.
- i. Concessionaire shall have a valid Marysville business license.

2. TERM

The term of this Contract shall be effective through August 31, 2014.

Upon expiration of the term the City may extend the Agreement for an additional term or seasonal basis. Either Party may terminate this Agreement prior to the end of the agreed term with thirty days written notice. This Agreement shall automatically terminate in the event the Contractor ceases to provide services for any unauthorized reason for a period of ten (10) or more consecutive days of the program or event contracted for. Upon the expiration or early termination of this agreement, the Contractor will surrender the location in good condition as they were at the commencement of the agreement term.

3. PAYMENT

The Contractor agrees to pay the City of Marysville a total of Four Hundred Forty Dollars and no cents (\$440.00) for payment to operate concessions for the aforementioned event(s) and schedule. Payment will be made on the final date of the season or event, or no later than September 5, 2014 payable to the City of Marysville Parks and Recreation Department.

4. INDEPENDENT CONTRACTOR

This Agreement is not intended in any fashion to create the relationship of employer-employee with respect to the City and Contractor. Neither the Contractor nor any person employed by the Contractor is to be considered at any time an employee of the City of Marysville. Neither party to this service agreement is the agent of the other and neither

party shall have the right to bind the other by contract or otherwise, except as herein specifically provided.

5. EMPLOYEE BENEFITS / WITHHOLDING

Contractor agrees to pay any and all withholding taxes, employment security taxes, social security or FICA taxes, Labor and Industry premiums or fees, and otherwise shall pay all other government imposed fees or charges with respect to the business of Contractor if applicable. Contractor shall be solely responsible for all of his own benefits including but not limited to vacation, sick leave, pension, life insurance, medical insurance, paid leave, and such other benefits as he may wish to acquire.

6. INSURANCE

- a. Independent Contractor shall procure and maintain Insurance for the duration of the Agreement. Insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives or employees.
- b. Contractor shall maintain Automobile Liability Insurance with a minimum level of \$ 1,000,000 combined single limit per accident for bodily injury and property damage; and shall cover all owned, non-owned, hired and leased vehicles. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- c. Contractor shall maintain Casualty and General Liability for both personal property and individual liability at the following minimum levels:
 - \$1,000,000.00 Each Accident
 - \$1,000,000.00 Each Occurrence
 - \$2,000,000.00 Aggregate
- d. Contractor shall name the City of Marysville as additionally insured on an Endorsement of Insurance and provide the City with said Endorsement before the first event.

7. INDEMNIFICATION / HOLD HARMLESS

CONCESSIONAIRE shall defend, indemnify and hold the City, its officers, officials and employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorneys fees arising of or in connection with the performance of this Agreement, or the Concessionaire's activities, except for injuries and damages caused by the sole negligence of the City.

The City's obligation to hold harmless, indemnify and defend Concessionaire's agents and employees resulting from the concurrent negligence of Concessionaire's and the City or their officers, agents and employees, shall apply only to the extent of the negligence of the City.

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

8. LEGAL RELATIONS/DISPUTES/ATTORNEYS FEES.

- a. The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this contract may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.
- b. In the event of any litigation involving the rights or obligation of the City or Contractor hereunder, the prevailing party in such litigation shall be entitled to receive from the other such reasonable attorney's fees and all costs as the court may award.
- c. CONCESSIONAIRE shall comply with all federal, state and local laws and ordinances applicable to work to be done under this agreement. This contract shall be interpreted and construed in accordance with the laws of Washington. Venue for any action commenced relating to the interpretation, breach or enforcement of this agreement shall be in Snohomish County Superior Court.

9. NOTICE

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

CITY OF MARYSVILLE
 Jim Ballew, Director
 PARKS AND RECREATION DEPARTMENT
 6915 Armar Road
 Marysville WA 98270

Notices to Contractor shall be sent to the following address:

The Hillside Church
 1010 Beach Street
 Marysville, WA 98270

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address

10. NONWAIVER.

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

11. ENTIRE AGREEMENT

This Agreement represents the entire integrated Agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral.

12. MODIFICATION

No provision of this Agreement may be amended or modified except by written agreement signed by the parties.

13. AUTHORITY

Each individual executing this Agreement on behalf of the City and Concessionaire represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the Concessionaire or the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date herein above first written.

By _____
Brandon Wilson- Contractor

Dated

CITY OF MARYSVILLE

By _____
Jon Nehring - Mayor


Approved as to Form:

Grant K. Weed, City Attorney

Index #13

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 6/9/2014

AGENDA ITEM: Landowner Agreement for stream restoration at Doleshel and Northpointe Parks	
PREPARED BY: Matthew Eyer, Surface Water Specialist	DIRECTOR APPROVAL: 
DEPARTMENT: Public Works	
ATTACHMENTS: 2 original copies of the Landowner Agreement	
BUDGET CODE: NA	AMOUNT: NA

SUMMARY:

This Landowner Agreement will allow the Adopt A Stream Foundation (AASF) to perform close to \$20,000 of grant funded stream restoration work at Doleshel and Northpointe Parks at no cost to the City of Marysville. The work performed under this Agreement will include the removal of invasive plants, the addition of native plants in the riparian buffer areas and the placement of woody debris within the stream systems of Allen and Munson Creeks. The objective of this work is to reduce stream water temperature, provide habitat for native fauna, and stabilize eroding stream-banks. As part of this project Adopt A Stream will also be adding a new pet waste station in Northpoint Park.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign the attached Landowner Agreement with the Adopt A Stream Foundation.

LANDOWNER AGREEMENT- Doleshel and Northpointe Park

This Landowner Agreement (this "Agreement") dated and effective this ____ day of _____ is by and between

Landowner: City of Marysville
1049 State Ave,
Marysville, WA 98270

Grantee: The Adopt A Stream Foundation (AASF)
600 128th St. SE
Everett, WA 98208
(425) 316-8592

1. Consent. The signatories to this agreement join in conducting certain restoration activities to benefit water quality and fish habitat on property owned by The City of Marysville in the Allen Creek watershed, Snohomish County, State of Washington. The locations of the properties and the respective scopes of work are presented in Exhibit A. The Project Maintenance Guidelines that apply to each project are present in Exhibit B.

2. Access. The Landowner agrees to provide access to employees of AASF (the Grantee) to complete streamside planting and related restoration work with a one (1) week prior confirmed notice to the Landowner. Confirmed notices to the Landowner consist of contact of the specified City of Marysville Staff by AASF followed by a subsequent response by City Staff in the affirmative. The specified City Staff for contact are the City Park Maintenance Manger and the Surface Water Specialist. Currently these position contacts are as follows: Mike Robinson 360-363-8406 and Matthew Eyer 425-503-6835 respectively. The Landowner also agrees to provide access, with a one (1) week of confirmed notice, to Department of Ecology staff, when accompanied by AASF, to view the site. Landowner agrees to provide reasonable access to employees of AASF to perform required project maintenance work as presented in Exhibit B.

AASF shall place a sign in close proximity to work areas at all times work is occurring on site to inform citizens. The sign used is subject to approval by City Staff.

The terms of this Agreement will be for a ten (10) year period from the date of final signature. During this period, the Landowner agrees to not intentionally compromise the integrity of the restoration work and project sites. The Landowner also agrees to provide reasonable property access to the Grantee to plan, complete, and monitor the long-term condition of the restoration sites, and to allow the Grantee to display the sites for educational purposes.

3. Agreement Modification/Termination. This Agreement may be modified at any time by mutual written consent by authorized representatives of all the parties. Any party may seek termination of this agreement by providing notice in writing to the other parties that it desires the agreement to be terminated. Such termination shall be effective (30) days after authorized representatives of all parties have agreed in writing to such termination.

4. Landowner Rights. This Agreement does not authorize AASF to assume jurisdiction over, or any ownership interest in the premises. The Landowner retains all rights to control trespass and retains all responsibility for taxes, and assessments.

5. Removal of Property. The AASF agrees that it will, upon the conclusion of the projects, remove any equipment it installed on the properties as a part of the permitted activities, repair any damage to the property that might have been caused with any of the permitted activities, and will return the properties to the condition it was in before AASF's entry onto the properties. In the event any materials and/or equipment placed on the properties by AASF

City of Marysville Sites

Landowner Agreement
5/28/14

are not removed in a timely manner, the Landowner will have the right to remove such materials and/or equipment and AASF agrees to be responsible for the reasonable costs of such removal.

6. Liability. Each of the parties to this Agreement agrees that it will defend, indemnify and save the other party and its officials, officers and employees harmless from any and all claims and risk, and all losses, damages, demands, suits, judgments, and attorney fees or other expenses of any kind, on account of injury to or death of any and all persons, or on account of all property damage of any kind, or loss of use resulting therefrom, to any party, arising out of, or in any manner connected with, the performance of its obligations under this agreement and the acts of omissions of its employees, agents, representatives, subsidiaries, or affiliates, and the results thereof, that occur on the land, unless such injury, damage, or loss arises from the negligent or willful acts or omissions of the other party to this agreement or its employees, agents, representatives, subsidiaries, or affiliates.

7. Insurance. The Adopt A Stream Foundation shall obtain and keep in force during the term of this agreement insurance in no less than the following amounts:

	<u>Comprehensive General Liability</u>	<u>Automobile</u>	<u>Property</u>
Per Occurrence	\$1,000,000	\$2,000,000	
Aggregate	\$2,000,000	\$1,000,000	
	\$1,000,000	\$1,000,000	

The Landowner shall be specifically named as an insured in such policy or policies. A certification of insurance, questionnaire and endorsement, as required by the landowner, shall be executed and delivered to the landowner at the time of execution of this agreement.

8. Compliance with Laws and Standards. In carrying out any authorized activities under this agreement, AASF shall comply with all applicable laws of any governmental entity with jurisdiction over the Work, including local, state and federal, as applicable. AASF shall further meet accepted industry standards for performance of the Work.

9. Permits and Approvals. AASF shall obtain all permits and approvals required by any permitting authority, whether local, state or federal, prior to commencing the Work.

10. Agreement Expiration/Termination. Upon expiration or termination of this Agreement, the Landowner assumes full and complete responsibility for all restoration developments made under this Agreement.

11. Reporting. AASF shall make available to the City any reports submitted to Washington State Department of Ecology documenting work on City of Marysville property.

Landowner Date

Tom Murdoch Date
AASF Executive Director

Approved as to From:

Catherine Creek at Grade Road

3

Exhibit A, Scope of Work

Exhibit A includes two sites that are owned by the City of Marysville they are labeled as sites **A.** and **B.**

1.0 Project Locations

A. Doleshel - The 6.31-acre Doleshel Park property consists of a public park owned by the City of Marysville. Within the park is the confluence of Allen creek and a tributary. The Property was formally an old tree farm and is located along 67th Ave next to Kellogg Marsh Elementary School. (Latitude 48.077452, Longitude -122.140504)

The legal descriptions, as listed by Snohomish County Assessor's Parcel database is as follows:

Parcel Number: 30052200103300

SEC 22 TWP 30 RGE 05TH PTN OF N 5/8TH OF NE1/4 NE1/4 DAF COM AT NW COR SD NE1/4 NE1/4 TH S00*01 04E ALG W LN 757.27FT M/L TO SW COR SD N 5/8TH OF NE1/4 NE1/4 TH N88*38 10E ALG S LN SD N 5/8TH OF NE1/4 NE1/4 DIST 735.53FT M/L TO SW COR S 200FT OF W 544.50FT OF E 574.50FT OF SD N 5/8TH OF NE1/4 NE1/4 TH N00*05 19E ALG E LN TH OF 200FT TO TPB TH CONTN00*05 19E BEING PLW 574.50FT W OF E LN OF SD NE1/4 DIST 562.33FT TO N LN SD NE1/4 TH N88*16 49E ALG SD N LN 544.50FT M/L TO W LN 67TH AVE NE TH S00*05 19W FOR 565.71FT M/L TO N LN OF S 200FT OF W 575.50FT SD N 5/8TH TH S88*38 10W ALG SD N 544.50FT TPB EXC N 60FT TH OF

B. Northpointe - This 0.89-acre property consists of open space along Munson Creek with the use code 916 Water Retention Area. This area is located just downstream of Northpointe Park off of 71st Ave NE. (Latitude 48.061063, Longitude -122.135)

The legal descriptions, as listed by Snohomish County Assessor's Parcel database is as follows:

Parcel Number: 00770600002700

MUNSON CREEK ESTATES DIVISION 2 BLK 000 D-00 PAR "A" DED TO CITY MAR FOR STORM DRAINAGE

2.0 Current Site Conditions:

A. Doleshel - The Doleshel property is newly created park was previously a tree farm. Mature tree stands are still on the property. Allen creek enters the property from the east as it flows under 67th Ave. In the center of the property is the confluence of Allen creek and a tributary, which comes together to form main-stem Allen Creek. Just up-stream of this confluence there is a bridge, which allows people to access both sides of the creek. Throughout the site there are areas of steep banks where erosion has occurred. The Riparian is made up of mostly invasive blackberries and there is very little canopy over the creek.

B. Northpointe - Just downstream of Northpointe Park is an undeveloped area that is owned by the City of Marysville. Through this property Munson creek flows from the southeast to the northwest before it flows through a culver and under 71st Ave NE. This area is dominated by

3.0 Project Goals:

A. Doleshel - The goals of this project are to enhance instream habitat and establish native riparian buffers of approximately 35 feet wide along each bank. The total invasive plant removal and planting area will be approximately 0.4 acres. The objective of the planting is to reduce stream water temperature, provide habitat for native fauna, stabilize eroding stream-banks and to serve as a long-term source of large woody debris to the system.

B. Northpointe - The goals of this project are to enhance instream fish habitat and establish native riparian buffers of approximately 35 feet wide along each bank. The total invasive removal and planting area will be approximately 0.7 acres. The objective of the planting is to reduce stream water temperature, provide habitat for native fauna, and serve as a long-term source of large woody debris to the system. The establishment of native plants will reduce the presence of reed canary grass over time by shading it out.

4.0 Landowner responsibilities

- Landowner will provide access to the property for all implementation purposes.
- Landowner will assist with informal monitoring.
- Landowner will assist AASF in maintaining the project for no less than 3 years (see 7.3 AASF responsibilities).
- Landowner will allow access to the planting area by volunteer groups to assist with implementation and maintenance of the project.

5.0 AASF responsibilities

- AASF will coordinate all aspects of the initial invasive plant removal and native planting.
- AASF will coordinate all responsibilities outlined in the grant funding.
- AASF will coordinate with volunteer groups to complete some components of the project implementation. Work performed by volunteers will consist of planting and invasive removal under the supervision of AASF.
- AASF will secure any necessary permits.
- AASF will maintain the project site as funding allows.

6.0 Activity schedule

- The initial project will occur in spring of 2014 and will consist of site prep and planting.
*Note that these dates are approximate and may shift depending on factors beyond the control of the Grantee

7.0 Maintenance:

7.1 Description

- The site will require some maintenance, especially in regards to plant health.

7.2 Landowner responsibilities

- Landowner will check for plant vigor, and will report problems to AASF promptly. Plant health should be checked on a yearly basis.

- Landowner will suppress invasive plants in planting area. This effort can be made with 97 volunteers, paid labor, or landowner's time.
- Landowner will perform watering as needed, usually annually during the summer months.

7.3 AASF responsibilities

- AASF will provide the landowner with a maintenance plan, which is attached as Exhibit B.
- AASF will replace dead plants in the event of high plant mortality.
- AASF will pursue additional funding opportunities to perform necessary maintenance activities and will be responsible for the majority of maintenance if funding is received.

8.0 Monitoring:

8.1 Landowner responsibilities

- The landowner will be responsible for informal monitoring, including checking on plant health.
- The Landowner will report problems to the Grantee promptly.

8.2 AASF responsibilities

- AASF will set up photo monitoring points.
- AASF will take before and after photos of the project areas during the anticipated grant period.
- AASF will complete all other monitoring activities during the grant period and make all efforts to provide technical assistance as needed after grant activities are completed.

8.3 Schedule

- It is expected that staff from AASF will visit the site at least once within three (3) months following the completion of planting activities.
- AASF will coordinate with Landowner regarding future monitoring and maintenance.

9.0 Funding and Reimbursements

- The planting and initial maintenance of this project is funded primarily through grants and in-kind services awarded to AASF. Maintenance in year(s) 2015 will be funded or otherwise coordinated by the landowner. AASF will make all efforts to assist the landowner in accomplishing maintenance activities as needed as the new riparian buffer matures.

EXHIBIT B
PROJECT MAINTENANCE GUIDELINES

LANDOWNER MAINTENANCE of PLANTING

- **Native plant maintenance**
 - The native plants will require **moisture** in the hot summer months. Provide water to the plants one to two times per week during the hot summer months.

- **Invasive plant suppression (AASF will complete till June 2015)**
 - **Some blackberry shoots** are expected to return. Dig these out by the roots twice per year. (It's easiest when the ground is wet.)
 - Patches of **reed canary grass** are present on the site. Native plants will be installed in the reed canary grass patches. As the native plants grow, they will shade out the reed canary grass. Keep the reed canary grass shorter than the native plants until the native plants get taller (approximately the first 3 years). This can be accomplished by stomping down the reed canary grass in a two-foot circle around the native plant or by weed whacking a 2-foot circle around the plant.

- **Large Woody Debris Projects**

Logs will be anchored in place to create fish habitat. The landowner should require no maintenance of these structures.


If additional scouring of the stream bank occurs, or if a piece of wood becomes loose or dislodged, please contact the Grantee.

Index #6

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: June 9, 2014

AGENDA ITEM: Contract Award – North Marysville Regional Pond #2	
PREPARED BY: Kari Chennault, Water Resources Manager	DIRECTOR APPROVAL: 
DEPARTMENT: Public Works	
ATTACHMENTS: Certified Bid Tabulation	
BUDGET CODE: 40250594.563000. D0401	AMOUNT: \$2,632,324.29

SUMMARY:

The North Marysville Regional Pond #2 Project involves construction of an approximately 14-acre stormwater pond, a stormwater treatment wetland within the pond, and 1,450 linear feet of a 48-inch RCP conveyance system from the inlet of the pond up to an existing stormwater vault located in 152nd Street NE. This project will provide flow control and enhanced water quality treatment for approximately 155 acres of commercial/industrial development. Pond 2 is designed to be hydraulically connected to Pond 1; the two ponds together provide flow control and enhanced water quality treatment for 204.8 acres.

The project was advertised for a May 20, 2014 bid opening. The City received nine bids as shown on the attached certified bid tabulation. The apparent low bidder was Trimaxx Construction, Inc. The engineer's estimate for the Project was \$3,120,192.68.

Contract Bid (Includes Sales Tax):	\$2,506,975.51
<u>Management Reserve (5%):</u>	<u>\$125,348.78</u>
Construction Total:	\$2,632,324.29

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to award the bid for the North Marysville Regional Pond #2 Project in an amount totaling \$2,632,324.29, which includes Washington State Sales Tax and a management reserve of \$125,348.78.



N. Marysville Regional Pond #2 Certified Bid Tab 05/20/2014

Agreement on Bidder

Table with columns: Item, Description, Quantity, Unit, Bid Price, and various contractor categories including ENGINEERS ESTIMATE, THINKAGE CONTRIBUTION INC, CIVIL CONSTRUCTION INC, AT LANDSCAPING AND CONSTRUCTION INC, INFO GENERAL CONTRIBUTION, STRIBER CONSTRUCTION CO INC, ROAD CONSTRUCTION NORTHWEST INC, PILETO CONSTRUCTION INC, IRVING AND SORE INC, INTEREST CONTRIBUTION INC, and Average. Rows include items like Modification, Project Temporary Traffic Control, Utility Pole, Roadway Expansion, etc.



Update
Index #1

CITY OF MARYSVILLE AGENDA BILL**EXECUTIVE SUMMARY FOR ACTION****CITY COUNCIL MEETING DATE: 6/9/14**

AGENDA ITEM: Resolution 2342 – Related to Conduct of Business at Council Meetings	
PREPARED BY: April O'Brien, Deputy Clerk DEPARTMENT: City Clerk	DIRECTOR APPROVAL:
ATTACHMENTS: Resolution 2342	
BUDGET CODE:	AMOUNT:
SUMMARY:	

Section VII of Resolution 2342 called for the Council Rules of Procedures for conducting business at Council Meetings be reviewed in the month of January of every even numbered year. The Council Procedures were last reviewed March 25, 2013. The purpose of the review at this time is to get the Council Procedures in sync with the even year review.

RECOMMENDED ACTION:

Staff recommends the Council review Resolution 2342 and make changes as needed.

CITY OF MARYSVILLE

Marysville, Washington

RESOLUTION NO. 2342

A RESOLUTION OF THE CITY OF MARYSVILLE RELATING TO PROCEDURES FOR THE CONDUCT OF BUSINESS AT COUNCIL MEETINGS, AND REPEALING RESOLUTION NO.2322.

WHEREAS, RCW 35A.12.120 gives the City Council the power to establish rules of conduct for their meetings; and

WHEREAS, a comprehensive procedure for Council Meetings will provide the most expedient means of conducting Council Meetings; NOW, THEREFORE,

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

The following shall be the rules of conduct for all regular and special meetings of the Marysville City Council.

- I) **General:** These rules constitute the official rules for the conduct of business by Marysville City Council. For all points of order which are not covered by these rules, the chair of the meeting shall decide unless the majority of the Council disagrees, in which case the Council shall be guided by *Robert's Rules of Order Newly Revised*.
- II) **Organization:**
 - A) **Swearing in of New Councilmembers.** Newly elected Councilmembers shall be sworn in as provided by state law.
 - B) **Mayor Pro Tem.** The Council shall elect a Mayor Pro Tem for a term of two years. In the temporary absence of the Mayor, the Mayor Pro Tem shall perform the duties and responsibilities of the Mayor. In the event the Mayor Pro Tem is unable for any reason to serve the entire term, a new Mayor Pro Tem shall be elected at the next Regular Meeting. If both the Mayor and the Mayor Pro Tem are absent from a meeting, one of the Councilmembers will be appointed by motion to preside over the meeting. The Mayor Pro Tem may also be known and referred to as the "Council President".

C) Quorum. At all Council Meetings, a majority of the Council (four members) shall constitute a quorum for the transaction of business, but a lesser number may recess or adjourn.

D) Attendance and Excused Absences.

- 1) Councilmembers. RCW 35A.12.060 provides that a Councilmember shall forfeit his or her office by failing to attend three consecutive Regular Meetings of the Council without being excused by the Council. Members of the Council may be so excused by complying with this section. The member shall contact the Mayor; or, if the Mayor is not available, the Chief Administrative Officer, or City Clerk, who shall convey the message to the Mayor. Following roll call, the presiding officer shall inform the Council of the member's absence and state the reason for such absence and shall entertain a motion to excuse.

The Council may give consideration to approval of an extended absence for matters that are beyond the reasonable control of the Councilmember such as for a serious illness, by entertaining a motion to excuse.

- 2) City Clerk. The Clerk or other authorized person shall attend all Council Meetings to serve as clerk and to keep a record of the proceedings. If the Clerk and the Deputy Clerk are absent from any Council Meeting, then the Mayor shall ask the Chief Administrative Officer to appoint a member of the staff to act as Clerk for that meeting.

E) Decorum.

- 1) Right to Eject. While the Council is in session, both the members and the public must preserve order and decorum, and shall neither, by conversation or otherwise, delay or interrupt the meeting or the peace of the Council, nor disrupt any member while speaking or refuse to obey the orders of the Presiding Officer. Any person making personal, impertinent, or slanderous remarks, or who becomes boisterous while addressing the Council, shall be asked to leave by the Presiding Officer and shall be escorted from the Council Chambers.
- 2) Hearings. Whenever the Council is conducting a public hearing on a quasi-judicial matter, such hearings must not only be fair, but must be free from even the appearance of unfairness. Therefore, in their consideration of such matters Councilmembers shall:

- (a) Avoid any ex parte contact with the individual or property owner whose rights are under consideration;
 - (b) Avoid any public or private statements in advance of a scheduled hearing that would suggest that the Councilmember has decided the issue before the hearing.
- 3) Ex parte Communication. Consistent with RCW42.36.060, if any Councilmember has had ex parte communications with opponents or proponents with respect to a quasi-judicial matter, that Councilmember must disassociate him/herself from the proceedings, unless:
- (a) That Councilmember places on the record the substance of any written or oral ex parte communications concerning of the action; and
 - (b) The Presiding Officer makes a public announcement providing for an opportunity for any party to rebut the substance of the ex parte communication.
- 4) Conflict of Interest. Councilmembers that disassociate themselves from participating in a public hearing due to the application of the Appearance of Fairness Doctrine or a conflict of interest, shall leave the Council Chambers.

F) Voting.

- 1) Method. Unless otherwise provided for by statute, ordinance, or resolution, all votes shall be taken by voice; except that at the request of any Councilmember or the Mayor, a roll call vote shall be taken by the Mayor.
- 2) Tie Vote. In case of a tie vote on any proposal, the proposal shall be considered lost. This shall not prevent the Mayor from breaking a tie vote as provided by law.
- 3) General. Each Councilmember shall vote on all questions put to the Council, unless a conflict of interest or an appearance of fairness question under state law is present. Unless a member of the Council states that he or she is abstaining, his or her silence shall be recorded as an affirmative vote.
- 4) Reconsideration. Any Councilmember who was absent from a meeting or any Councilmember who voted on the prevailing side of a motion may move for

reconsideration of a matter when all Councilmembers are present.

- G) Adjournment. Regular Council meetings (including any executive sessions) shall adjourn at or before 11:00 p.m.; except the time may be extended to a later time certain upon approval of a motion by a Councilmember.

III) **Officers:**

- A) Presiding Officers. The Mayor, or in his or her absence the Mayor Pro Tern, shall be the Presiding Officer of the Council. In the absence of both the Mayor and the Mayor Pro Tern, the Council shall appoint one of the members of the Council to act as a temporary Presiding Officer.

- B) Presiding Officer's Duties. It shall be the duty of the Presiding Officer to:

- 1) Call the meeting to order.
- 2) Keep the meeting to its order of business.
- 3) Control discussion in an orderly manner by:
 - (a) Giving every Councilmember who wishes an opportunity to speak when recognized by the Chair;
 - (b) Permitting citizen comments at the appropriate times; and
 - (c) Requiring all speakers to speak to the question and to observe the rules of order.
- 4) Decide all questions of order, subject to the provisions of Section I above.

- IV) **Committee Appointments:** With the Mayor Pro Tern acting as the lead, the Council shall make appointments of Councilmembers to all standing committees.

V) **Council Meetings:**

- A) Open to Public. All Council Meetings shall comply with the requirements of the Open Meetings Act (RCW 42.30). All Meetings of the Council shall be open to the public. The City shall comply with the provisions of law regarding notice of public meetings.

B) Type of Meetings.

- 1) Regular Meetings. The Council shall hold their Regular Meetings on the first, second, third and fourth Mondays of the month between 7:00 p.m. and 11:00 p.m. Should any Monday fall on a legal holiday, all regular meetings shall be held at the same hour and place on the next working day. Effective January 4, 2012 the third workshop meeting of each month has been suspended until further action by the City Council.
- 2) Workshops. The Council shall hold workshop meetings on the first and third Monday of each month commencing at 7:00 p.m. Workshop meetings shall adjourn not later than 9:30 p.m. unless extended by motion of a City Councilmember. Except with the vote of a majority of Council, no public comment shall be received at such workshops. If there is no business for which a workshop is needed, the workshop meeting may be canceled. The Council may also hold workshops which shall be scheduled as a special meeting on such dates that work best with the schedules of the Mayor and a majority of the Council. These meetings will be informal meetings for the purpose of more prolonged discussion of issues and topics selected by the Council, Mayor or Chief Administrative Officer. Workshops may be held jointly with advisory Boards and Commissions to the Council or with other public entities.
- 3) Special Meetings. Special Meetings may be called by the Mayor by communication via an e-mail with response required to each member of the Council at least twenty-four hours before the time specified for the proposed meeting. If no response is received, the City will make reasonable attempts to contact the Councilmember by a phone call to the Councilmember's residence. Proper notice shall also be given to the news media. Special Meetings shall also be called by the Mayor upon the written request of any three members of the Council. The notice of such Special Meetings shall state the subjects to be considered, and no final action shall be taken on any subject other than those specified in the notice. Where reasonable attempts have been made to give all Councilmembers notice of a special meeting, as provided above, such meeting may be held so long as a quorum is present for such meeting.

C) Executive Sessions.

- 1) General. The Council may hold Executive Sessions from which the public may be excluded, for the purposes set forth in RCW 42.30.110. Before convening an Executive Session, the Presiding Officer or designee shall announce the general purpose of the session, the anticipated time when the session will be concluded and whether action will be taken on any item. Should the session require more time, a

public announcement shall be made that the session is being extended.

- 2) Confidentiality. Councilmembers shall keep confidential all written materials and verbal information provided to them during Executive Sessions. Confidentiality also includes information provided to Councilmembers outside of Executive Sessions when the information is considered to be exempt from disclosure by State law or when it is subject to the attorney-client privilege.
 - 3) Ex parte Contact. If the Council, after Executive Session, has provided direction to City staff on proposed terms and conditions for City business, all contacts with any other party should be done by the designated City staff representative handling the issue. Councilmembers should obtain the permission of the Mayor prior to discussing the information with anyone other than other Councilmembers, the City Attorney or City staff designated by the Mayor. Any Councilmember having any such contact or discussion needs to make full disclosure to the Mayor and/or Council in a timely manner.
- D) Meeting Place. Regular Council Meetings will be held at the City Hall at 1049 State Avenue. Workshops and Special Meetings will usually be held at the same location, but may be held at other appropriate locations, with proper notice.
- E) Council Agenda.
- 1) Order of Business. No Legislative item shall be voted upon which is not on the agenda as approved by the Council at the meeting. The order of business for each Regular Meeting shall be ordinarily as follows unless modified by motion of Council:
 - (a) Call to Order
 - (b) Invocation/Pledge of Allegiance
 - (c) Roll Call
 - (d) Committee Report
 - (e) Presentations
 - (f) Audience Participation
 - (g) Approval of Minutes
 - (h) Consent Agenda
 - (i) Review Bids
 - (j) Public Hearings
 - (k) New Business
 - (l) Legal
 - (m) Mayor's Business

- (n) Staff Business
- (o) Call on Councilmembers
- (p) Adjournment
- (q) Executive Session
- (r) Reconvene
- (s) Adjournment

- 2) Placement of Matters on Agenda by Councilmembers. A Councilmember may propose to place a topic on an upcoming City Council Agenda in the form of a motion. A Councilmember may also fill out a Request Form if he or she wishes to have the subject placed on the Agenda for the making of a motion. The filling out of a Request Form will be used only to let the other Councilmembers know that a motion will be made to place the matter on an upcoming Agenda. If the motion receives a second then a vote is taken. If the motion passes the Councilmember may then provide to the City Clerk (or designee) whatever information is pertinent to the subject. Such information will be included in the materials for the upcoming meeting. City staff may also provide information that would be useful to the Council in their deliberations. At times it may be necessary where an issue is complex to inform the Council that more time may be needed to prepare staff materials or that there may be some unanticipated costs in producing relevant information to the Council.
- 3) Consent Agenda. Matters shall be placed on the Consent Agenda which: (a) have been previously discussed by the Council, or (b) based on the information delivered to members of the Council by the administration, can be reviewed by a Councilmember without further explanation, or (c) are so routine or technical in nature that passage is likely. The motion to adopt Consent Items shall be non-debatable and have the effect of moving to adopt all items. Prior to entertaining a motion to adopt the Consent Agenda the Mayor shall inquire whether there are any members of the audience who want to comment on any matter which is on the Consent Agenda. Any member of the Council shall have the right to remove any item. Therefore, under the item "Approve the Agenda Contents and Order," the Mayor shall inquire if any Councilmembers wish an item to be withdrawn from the Consent Agenda. If any matter is withdrawn, the Mayor shall place the item following the consent agenda for deliberation and possible action.

VI) Public Testimony and Comments:

- A) Oral and Written Comments.

- 1) General. The Council shall not take public comments at the Regular Meeting except for testimony given at a Public Hearing; provided that any person may speak under "Citizen Comments on items not on the Agenda" and on items on the agenda for which no public comment is planned for no more than three minutes. The three-minute limit may be extended by consensus of the Mayor and majority of the Council. If there is an item on the agenda on which a citizen wishes to comment, the citizen should ask during the "Citizen Comments on items not on the Agenda" period if the Council will allow comment on a particular item. The Mayor will decide, with the concurrence of Council, whether comment will be allowed, and if so, it will be taken after the Staff presentation, but before Council action on that item.
- 2) Identification of Speakers. Persons testifying or providing comments shall identify themselves for the record as to name, address, and organization.
- 3) Time Limitations. Individuals will be allowed three (3) uninterrupted minutes to speak. Providing that all individuals are allowed to speak at the hearing, if time permits another three (3) minutes may be allowed for added comment. At the discretion of the Mayor, with the concurrence of Council, additional time for receipt of oral and written testimony may be allowed. The Clerk or Mayor shall be the timekeeper.

In cases where a representative is speaking on behalf of a group of persons who are present at the meeting, at the discretion of the Mayor, giving consideration to the issue at hand and the time available and with the concurrence of Council, part or all of the three minutes that each person in the group would have had to speak may be allocated to the representative of the group.

At a quasi-judicial hearing, the burden of proof generally lies with the applicant or appellant of the action before the Council. During the public testimony portion of the hearing, the applicant and the applicant's advisors will have the opportunity for rebuttal to opposing testimony.

- 4) Quasi-Judicial Items. A quasi-judicial action is an action of the Council which determines the legal rights, duties, or privileges of specific individuals or properties, such as rezones or plat approvals.

The order of business for a quasi-judicial hearing shall generally be as follows:

- (a) Appearance of Fairness Query
- (b) Swearing in

- (c) Staff presentation
- (d) Board or Commission recommendation
- (e) Applicant’s statement
- (f) Council’s questions of Staff, Commission, and Applicant
- (g) Citizen’s testimony
- (h) Rebuttal by Applicant
- (i) Public testimony closed
- (j) Council deliberation
- (k) Council action

5) Written Comments. Written materials may be submitted to the Council at the Regular Meeting at which an issue is to be considered, however the Council may not be able to consider such written comments at that time. Written materials may also be filed with the City Clerk for Council consideration up to and including at the Regular Meeting.

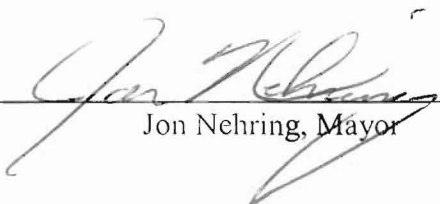
VII) Periodic Review: It is the intent of the City Council that council procedures be periodically reviewed as needed, but no less than every two years. Therefore Council procedures shall be reviewed in the month of January of every even numbered year, and may be amended at any other time that the Council shall choose.

VIII) Effect/Waiver of Rules: These rules of procedure are adopted for the sole benefit of the members of the Council and the Mayor to assist in the orderly conduct of Council business. These rules of procedure do not grant any right or privileges to specific members of the public. Failure of the City Council to adhere to these rules shall not result in any liability to the City, its officers, agents, and employees, nor shall failure to adhere to these rules result in invalidation of any Council act. The City Council may, by a majority vote, determine to temporarily waive or suspend any of the provisions herein.

IX) Repealer: All prior practices, policies, rules or resolutions of the Council which are inconsistent with this resolution are hereby REPEALED. Resolution No. 2322 is hereby REPEALED for the reason that it is replaced by this resolution.

PASSED by the City Council and APPROVED by the Mayor this day ^{9th} 25 of March, 2013.

CITY OF MARYSVILLE

By  _____
Jon Nehring, Mayor

ATTEST:

By Ami O'Brien
Deputy CITY CLERK

Approved as to form:

By Grant Weed for
CITY ATTORNEY

CITY OF MARYSVILLE

Marysville, Washington

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF MARYSVILLE RELATING TO PROCEDURES FOR THE CONDUCT OF BUSINESS AT COUNCIL MEETINGS, AND REPEALING RESOLUTION NO. ~~23222342~~.

WHEREAS, RCW 35A.12.120 gives the City Council the power to establish rules of conduct for their meetings; and

WHEREAS, a comprehensive procedure for Council Meetings will provide the most expedient means of conducting Council Meetings; NOW, THEREFORE,

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

The following shall be the rules of conduct for all regular and special meetings of the Marysville City Council.

- I) **General**: These rules constitute the official rules for the conduct of business by Marysville City Council. For all points of order which are not covered by these rules, the chair of the meeting shall decide unless the majority of the Council disagrees, in which case the Council shall be guided by *Robert's Rules of Order Newly Revised*.

- II) **Organization**:
 - A) **Swearing in of New Councilmembers**. Newly elected Councilmembers shall be sworn in as provided by state law.

 - B) **Mayor Pro Tem**. The Council shall elect a Mayor Pro Tem for a term of two years **in January of even numbered years**. In the temporary absence of the Mayor, the Mayor Pro Tem shall perform the duties and responsibilities of the Mayor. In the event the Mayor Pro Tem is unable for any reason to serve the entire term, a new Mayor Pro Tem shall be elected at the next Regular Meeting. If both the Mayor and the Mayor Pro Tem are absent from a meeting, one of the Councilmembers will be appointed by motion to preside over the meeting. The Mayor Pro Tem may also be known and referred to as the "Council President".

C) Quorum. At all Council Meetings, a majority of the Council (four members) shall constitute a quorum for the transaction of business, but a lesser number may recess or adjourn.

D) Attendance and Excused Absences.

- 1) Councilmembers. RCW 35A.12.060 provides that a Councilmember shall forfeit his or her office by failing to attend three consecutive Regular Meetings of the Council without being excused by the Council. Members of the Council may be so excused by complying with this section. The member shall contact the Mayor; or, if the Mayor is not available, the Chief Administrative Officer, or City Clerk, who shall convey the message to the Mayor. Following roll call, the presiding officer shall inform the Council of the member's absence and state the reason for such absence and shall entertain a motion to excuse.

The Council may give consideration to approval of an extended absence for matters that are beyond the reasonable control of the Councilmember such as for a serious illness, by entertaining a motion to excuse.

- 2) City Clerk. The Clerk or other authorized person shall attend all Council Meetings to serve as clerk and to keep a record of the proceedings. If the Clerk and the Deputy Clerk are absent from any Council Meeting, then the Mayor shall ask the Chief Administrative Officer to appoint a member of the staff to act as Clerk for that meeting.

E) Decorum.

- 1) Right to Eject. While the Council is in session, both the members and the public must preserve order and decorum, and shall neither, by conversation or otherwise, delay or interrupt the meeting or the peace of the Council, nor disrupt any member while speaking or refuse to obey the orders of the Presiding Officer. Any person making personal, impertinent, or slanderous remarks, or who becomes boisterous while addressing the Council, shall be asked to leave by the Presiding Officer and shall be escorted from the Council Chambers.
- 2) Hearings. Whenever the Council is conducting a public hearing on a quasi-judicial matter, such hearings must not only be fair, but must be free from even the appearance of unfairness. Therefore, in their consideration of such matters Councilmembers shall:

- (a) Avoid any ex parte contact with the individual or property owner whose rights are under consideration;
 - (b) Avoid any public or private statements in advance of a scheduled hearing that would suggest that the Councilmember has decided the issue before the hearing.
- 3) Ex parte Communication. Consistent with RCW42.36.060, if any Councilmember has had ex parte communications with opponents or proponents with respect to a quasi-judicial matter, that Councilmember must disassociate him/herself from the proceedings, unless:
- (a) That Councilmember places on the record the substance of any written or oral ex parte communications concerning of the action; and
 - (b) The Presiding Officer makes a public announcement providing for an opportunity for any party to rebut the substance of the ex parte communication.
- 4) Conflict of Interest. Councilmembers that disassociate themselves from participating in a public hearing due to the application of the Appearance of Fairness Doctrine or a conflict of interest, shall leave the Council Chambers.

F) Voting.

- 1) Method. Unless otherwise provided for by statute, ordinance, or resolution, all votes shall be taken by voice; except that at the request of any Councilmember or the Mayor, a roll call vote shall be taken by the Mayor.
- 2) Tie Vote. In case of a tie vote on any proposal, the proposal shall be considered lost. This shall not prevent the Mayor from breaking a tie vote as provided by law.
- 3) General. Each Councilmember shall vote on all questions put to the Council, unless a conflict of interest or an appearance of fairness question under state law is present. Unless a member of the Council states that he or she is abstaining, his or her silence shall be recorded as an affirmative vote.
- 4) Reconsideration. Any Councilmember who was absent from a meeting or any Councilmember who voted on the prevailing side of a motion may move for

reconsideration of a matter when all Councilmembers are present.

- G) Adjournment. Regular Council meetings (including any executive sessions) shall adjourn at or before 11:00 p.m.; except the time may be extended to a later time certain upon approval of a motion by a Councilmember.

III) **Officers:**

- A) Presiding Officers. The Mayor, or in his or her absence the Mayor Pro Tern, shall be the Presiding Officer of the Council. In the absence of both the Mayor and the Mayor Pro Tern, the Council shall appoint one of the members of the Council to act as a temporary Presiding Officer.

- B) Presiding Officer's Duties. It shall be the duty of the Presiding Officer to:

- 1) Call the meeting to order.
- 2) Keep the meeting to its order of business.
- 3) Control discussion in an orderly manner by:
 - (a) Giving every Councilmember who wishes an opportunity to speak when recognized by the Chair;
 - (b) Permitting citizen comments at the appropriate times; and
 - (c) Requiring all speakers to speak to the question and to observe the rules of order.
- 4) Decide all questions of order, subject to the provisions of Section I above.

- IV) **Committee Appointments:** With the Mayor Pro Tern acting as the lead, the Council shall make appointments of Councilmembers to all standing committees.

V) **Council Meetings:**

- A) Open to Public. All Council Meetings shall comply with the requirements of the Open Meetings Act (RCW 42.30). All Meetings of the Council shall be open to the public. The City shall comply with the provisions of law regarding notice of public meetings.

B) Type of Meetings.

- 1) Regular Meetings. The Council shall hold their Regular Meetings on the first, second, third and fourth Mondays of the month between 7:00 p.m. and 11:00 p.m. Should any Monday fall on a legal holiday, all regular meetings shall be held at the same hour and place on the next working day. Effective January 4, 2012 the third workshop meeting of each month has been suspended until further action by the City Council.
- 2) Workshops. The Council shall hold workshop meetings on the first and third Monday of each month commencing at 7:00 p.m. Workshop meetings shall adjourn not later than 9:30 p.m. unless extended by motion of a City Councilmember. Except with the vote of a majority of Council, no public comment shall be received at such workshops. If there is no business for which a workshop is needed, the workshop meeting may be canceled. The Council may also hold workshops which shall be scheduled as a special meeting on such dates that work best with the schedules of the Mayor and a majority of the Council. These meetings will be informal meetings for the purpose of more prolonged discussion of issues and topics selected by the Council, Mayor or Chief Administrative Officer. Workshops may be held jointly with advisory Boards and Commissions to the Council or with other public entities.
- 3) Special Meetings. Special Meetings may be called by the Mayor by communication via an e-mail with response required to each member of the Council at least twenty-four hours before the time specified for the proposed meeting. If no response is received, the City will make reasonable attempts to contact the Councilmember by a phone call to the Councilmember's residence at his or her preferred telephone number. Proper notice shall also be given to the news media. Special Meetings shall also be called by the Mayor upon the written request of any three members of the Council. The notice of such Special Meetings shall state the subjects to be considered, and no final action shall be taken on any subject other than those specified in the notice. Where reasonable attempts have been made to give all Councilmembers notice of a special meeting, as provided above, such meeting may be held so long as a quorum is present for such meeting.

C) Executive Sessions.

- 1) General. The Council may hold Executive Sessions from which the public may be excluded, for the purposes set forth in RCW 42.30.110. Before convening an Executive Session, the Presiding Officer or designee shall announce the general purpose of the session, the anticipated time when the session will be concluded and

whether action will be taken on any item. Should the session require more time, a public announcement shall be made that the session is being extended.

- 2) Confidentiality. Councilmembers shall keep confidential all written materials and verbal information provided to them during Executive Sessions. Confidentiality also includes information provided to Councilmembers outside of Executive Sessions when the information is considered to be exempt from disclosure by State law or when it is subject to the attorney-client privilege.
- 3) Ex parte Contact. If the Council, after Executive Session, has provided direction to City staff on proposed terms and conditions for City business, all contacts with any other party should be done by the designated City staff representative handling the issue. Councilmembers should obtain the permission of the Mayor prior to discussing the information with anyone other than other Councilmembers, the City Attorney or City staff designated by the Mayor. Any Councilmember having any such contact or discussion needs to make full disclosure to the Mayor and/or Council in a timely manner.

D) Meeting Place. Regular Council Meetings will be held at the City Hall at 1049 State Avenue. Workshops and Special Meetings will usually be held at the same location, but may be held at other appropriate locations, with proper notice.

E) Council Agenda.

- 1) Order of Business. No Legislative item shall be voted upon which is not on the agenda as approved by the Council at the meeting. The order of business for each Regular Meeting shall be ordinarily as follows unless modified by motion of Council:

- (a) Call to Order
- (b) Invocation/Pledge of Allegiance
- (c) Roll Call
- ~~(e)~~(d) Approve Agenda
- ~~(d)~~(e) Committee Report
- ~~(e)~~(f) Presentations
- ~~(f)~~(g) Audience Participation
- ~~(g)~~(h) Approval of Minutes
- ~~(h)~~(i) Consent Agenda
- ~~(i)~~(j) Review Bids
- ~~(j)~~(k) Public Hearings
- ~~(k)~~(l) New Business

- ~~(h)~~(m) Legal
- ~~(m)~~(n) Mayor's Business
- ~~(n)~~(o) Staff Business
- ~~(o)~~(p) Call on Councilmembers
- ~~(p)~~(q) Adjournment
- ~~(q)~~(r) Executive Session
- ~~(r)~~(s) Reconvene
- ~~(s)~~(t) Adjournment

- 2) Placement of Matters on Agenda by Councilmembers. A Councilmember may propose to place a topic on an upcoming City Council Agenda in the form of a motion. A Councilmember may also fill out a Request Form if he or she wishes to have the subject placed on the Agenda for the making of a motion. The filling out of a Request Form will be used only to let the other Councilmembers know that a motion will be made to place the matter on an upcoming Agenda. If the motion receives a second then a vote is taken. If the motion passes the Councilmember may then provide to the City Clerk (or designee) whatever information is pertinent to the subject. Such information will be included in the materials for the upcoming meeting. City staff may also provide information that would be useful to the Council in their deliberations. At times it may be necessary where an issue is complex to inform the Council that more time may be needed to prepare staff materials or that there may be some unanticipated costs in producing relevant information to the Council.
- 3) Consent Agenda. Matters shall be placed on the Consent Agenda which: (a) have been previously discussed by the Council, or (b) based on the information delivered to members of the Council by the administration, can be reviewed by a Councilmember without further explanation, or (c) are so routine or technical in nature that passage is likely. The motion to adopt Consent Items shall be non-debatable and have the effect of moving to adopt all items. Prior to entertaining a motion to adopt the Consent Agenda the Mayor shall inquire whether there are any members of the audience who want to comment on any matter which is on the Consent Agenda. Any member of the Council shall have the right to remove any item. Therefore, under the item "Approve the Agenda Contents and Order," the Mayor shall inquire if any Councilmembers wish an item to be withdrawn from the Consent Agenda. If any matter is withdrawn, the Mayor shall place the item following the consent agenda for deliberation and possible action.

VI) **Public Testimony and Comments:**

A) Oral and Written Comments.

- 1) General. ~~The Council shall not take public comments at the Regular Meeting except for testimony given at a Public Hearing; provided that any person may speak under "Citizen Comments on items not on the Agenda" and on items on the agenda for which no public comment is planned for no more than three minutes. Citizens will be encouraged to speak under the citizen comment portion of the meeting for up to three minutes whether it is an item on the agenda or not. A form to sign upto make citizen comments will be provided by the City Clerk.~~ The three-minute limit may be extended only by consensus of the Mayor and majority of the Council. However, If there is ~~an a specific~~ item on the agenda on which a citizen wishes to comment outside of the regular citizen comment time, the citizen ~~should~~ may ask during the ~~"Citizen Comments on items not on the Agenda" period~~ regular citizen comment portion of the meeting if the Council will allow comment on a particular item. The Mayor will decide, with the concurrence of a majority of Council, whether comment will be allowed, and if so, it will be taken after the Staff presentation, but before Council action on that item. ~~Provided further, F~~ for matters that are scheduled as a public hearing, public comment or testimony will be reserved for the hearing.
- 2) Identification of Speakers. Persons testifying or providing comments shall identify themselves for the record as to name, address, and organization.
- 3) Time Limitations. Individuals will be allowed three (3) uninterrupted minutes to speak. Providing that all individuals are allowed to speak at the hearing, if time permits another three (3) minutes may be allowed for added comment. At the discretion of the Mayor, with the concurrence of Council, additional time for receipt of oral and written testimony may be allowed. The Clerk or Mayor shall be the timekeeper.

In cases where a representative is speaking on behalf of a group of persons who are present at the meeting, at the discretion of the Mayor, giving consideration to the issue at hand and the time available and with the concurrence of Council, part or all of the three minutes that each person in the group would have had to speak may be allocated to the representative of the group.

At a quasi-judicial hearing, the burden of proof generally lies with the applicant or appellant of the action before the Council. During the public testimony portion of the hearing, the applicant and the applicant's advisors will have the opportunity for rebuttal to opposing testimony.

- 4) **Quasi-Judicial Items.** A quasi-judicial action is an action of the Council which determines the legal rights, duties, or privileges of specific individuals or properties, such as rezones or plat approvals.

The order of business for a quasi-judicial hearing shall generally be as follows:

- (a) Appearance of Fairness Query
- (b) Swearing in
- (c) Staff presentation
- (d) Board or Commission recommendation
- (e) Applicant's statement
- (f) Council's questions of Staff, Commission, and Applicant
- (g) Citizen's testimony
- (h) Rebuttal by Applicant
- (i) Public testimony closed
- (j) Council deliberation
- (k) Council action

- 5) **Written Comments.** Written materials may be submitted to the Council at the Regular Meeting at which an issue is to be considered, however the Council may not be able to consider such written comments at that time. Written materials may also be filed with the City Clerk for Council consideration up to and including at the Regular Meeting.

VII) **Periodic Review:** It is the intent of the City Council that council procedures be periodically reviewed as needed, but no less than every two years. Therefore Council procedures shall be reviewed in the month of January of every even numbered year, and may be amended at any other time that the Council shall choose.

VIII) **Effect/Waiver of Rules:** These rules of procedure are adopted for the sole benefit of the members of the Council and the Mayor to assist in the orderly conduct of Council business. These rules of procedure do not grant any right or privileges to specific members of the public. Failure of the City Council to adhere to these rules shall not result in any liability to the City, its officers, agents, and employees, nor shall failure to adhere to these rules result in invalidation of any Council act. The City Council may, by a majority vote, determine to temporarily waive or suspend any of the provisions herein.

IX) **Repealer:** All prior practices, policies, rules or resolutions of the Council which are inconsistent with this resolution are hereby REPEALED. Resolution No. ~~2322-2342~~ is

hereby REPEALED for the reason that it is replaced by this resolution.

PASSED by the City Council and APPROVED by the Mayor this day ____ of ~~March~~June, ~~2013~~2014.

CITY OF MARYSVILLE

By _____
Jon Nehring, Mayor

ATTEST:

By _____
CITY CLERK

Approved as to form:

By _____
CITY ATTORNEY

CITY OF MARYSVILLE

Marysville, Washington

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF MARYSVILLE RELATING TO PROCEDURES FOR THE CONDUCT OF BUSINESS AT COUNCIL MEETINGS, AND REPEALING RESOLUTION NO.2342.

WHEREAS, RCW 35A.12.120 gives the City Council the power to establish rules of conduct for their meetings; and

WHEREAS, a comprehensive procedure for Council Meetings will provide the most expedient means of conducting Council Meetings; NOW, THEREFORE,

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

The following shall be the rules of conduct for all regular and special meetings of the Marysville City Council.

- I) **General**: These rules constitute the official rules for the conduct of business by Marysville City Council. For all points of order which are not covered by these rules, the chair of the meeting shall decide unless the majority of the Council disagrees, in which case the Council shall be guided by *Robert's Rules of Order Newly Revised*.
- II) **Organization**:
 - A) **Swearing in of New Councilmembers**. Newly elected Councilmembers shall be sworn in as provided by state law.
 - B) **Mayor Pro Tem**. The Council shall elect a Mayor Pro Tem for a term of two years in January of even numbered years. In the temporary absence of the Mayor, the Mayor Pro Tem shall perform the duties and responsibilities of the Mayor. In the event the Mayor Pro Tem is unable for any reason to serve the entire term, a new Mayor Pro Tem shall be elected at the next Regular Meeting. If both the Mayor and the Mayor Pro Tem are absent from a meeting, one of the Councilmembers will be appointed by motion to preside over the meeting. The Mayor Pro Tem may also be known and referred to as the "Council President".

C) Quorum. At all Council Meetings, a majority of the Council (four members) shall constitute a quorum for the transaction of business, but a lesser number may recess or adjourn.

D) Attendance and Excused Absences.

- 1) Councilmembers. RCW 35A.12.060 provides that a Councilmember shall forfeit his or her office by failing to attend three consecutive Regular Meetings of the Council without being excused by the Council. Members of the Council may be so excused by complying with this section. The member shall contact the Mayor; or, if the Mayor is not available, the Chief Administrative Officer, or City Clerk, who shall convey the message to the Mayor. Following roll call, the presiding officer shall inform the Council of the member's absence and state the reason for such absence and shall entertain a motion to excuse.

The Council may give consideration to approval of an extended absence for matters that are beyond the reasonable control of the Councilmember such as for a serious illness, by entertaining a motion to excuse.

- 2) City Clerk. The Clerk or other authorized person shall attend all Council Meetings to serve as clerk and to keep a record of the proceedings. If the Clerk and the Deputy Clerk are absent from any Council Meeting, then the Mayor shall ask the Chief Administrative Officer to appoint a member of the staff to act as Clerk for that meeting.

E) Decorum.

- 1) Right to Eject. While the Council is in session, both the members and the public must preserve order and decorum, and shall neither, by conversation or otherwise, delay or interrupt the meeting or the peace of the Council, nor disrupt any member while speaking or refuse to obey the orders of the Presiding Officer. Any person making personal, impertinent, or slanderous remarks, or who becomes boisterous while addressing the Council, shall be asked to leave by the Presiding Officer and shall be escorted from the Council Chambers.
- 2) Hearings. Whenever the Council is conducting a public hearing on a quasi-judicial matter, such hearings must not only be fair, but must be free from even the appearance of unfairness. Therefore, in their consideration of such matters Councilmembers shall:

- (a) Avoid any ex parte contact with the individual or property owner whose rights are under consideration;
 - (b) Avoid any public or private statements in advance of a scheduled hearing that would suggest that the Councilmember has decided the issue before the hearing.
- 3) Ex parte Communication. Consistent with RCW42.36.060, if any Councilmember has had ex parte communications with opponents or proponents with respect to a quasi-judicial matter, that Councilmember must disassociate him/herself from the proceedings, unless:
- (a) That Councilmember places on the record the substance of any written or oral ex parte communications concerning of the action; and
 - (b) The Presiding Officer makes a public announcement providing for an opportunity for any party to rebut the substance of the ex parte communication.
- 4) Conflict of Interest. Councilmembers that disassociate themselves from participating in a public hearing due to the application of the Appearance of Fairness Doctrine or a conflict of interest, shall leave the Council Chambers.

F) Voting.

- 1) Method. Unless otherwise provided for by statute, ordinance, or resolution, all votes shall be taken by voice; except that at the request of any Councilmember or the Mayor, a roll call vote shall be taken by the Mayor.
- 2) Tie Vote. In case of a tie vote on any proposal, the proposal shall be considered lost. This shall not prevent the Mayor from breaking a tie vote as provided by law.
- 3) General. Each Councilmember shall vote on all questions put to the Council, unless a conflict of interest or an appearance of fairness question under state law is present. Unless a member of the Council states that he or she is abstaining, his or her silence shall be recorded as an affirmative vote.
- 4) Reconsideration. Any Councilmember who was absent from a meeting or any Councilmember who voted on the prevailing side of a motion may move for

reconsideration of a matter when all Councilmembers are present.

- G) Adjournment. Regular Council meetings (including any executive sessions) shall adjourn at or before 11:00 p.m.; except the time may be extended to a later time certain upon approval of a motion by a Councilmember.

III) **Officers:**

- A) Presiding Officers. The Mayor, or in his or her absence the Mayor Pro Tern, shall be the Presiding Officer of the Council. In the absence of both the Mayor and the Mayor Pro Tern, the Council shall appoint one of the members of the Council to act as a temporary Presiding Officer.

- B) Presiding Officer's Duties. It shall be the duty of the Presiding Officer to:

- 1) Call the meeting to order.
- 2) Keep the meeting to its order of business.
- 3) Control discussion in an orderly manner by:
 - (a) Giving every Councilmember who wishes an opportunity to speak when recognized by the Chair;
 - (b) Permitting citizen comments at the appropriate times; and
 - (c) Requiring all speakers to speak to the question and to observe the rules of order.
- 4) Decide all questions of order, subject to the provisions of Section I above.

- IV) **Committee Appointments:** With the Mayor Pro Tern acting as the lead, the Council shall make appointments of Councilmembers to all standing committees.

V) **Council Meetings:**

- A) Open to Public. All Council Meetings shall comply with the requirements of the Open Meetings Act (RCW 42.30). All Meetings of the Council shall be open to the public. The City shall comply with the provisions of law regarding notice of public meetings.

B) Type of Meetings.

- 1) Regular Meetings. The Council shall hold their Regular Meetings on the first, second, third and fourth Mondays of the month between 7:00 p.m. and 11:00 p.m. Should any Monday fall on a legal holiday, all regular meetings shall be held at the same hour and place on the next working day. Effective January 4, 2012 the third workshop meeting of each month has been suspended until further action by the City Council.

- 2) Workshops. The Council shall hold workshop meetings on the first and third Monday of each month commencing at 7:00 p.m. Workshop meetings shall adjourn not later than 9:30 p.m. unless extended by motion of a City Councilmember. Except with the vote of a majority of Council, no public comment shall be received at such workshops. If there is no business for which a workshop is needed, the workshop meeting may be canceled. The Council may also hold workshops which shall be scheduled as a special meeting on such dates that work best with the schedules of the Mayor and a majority of the Council. These meetings will be informal meetings for the purpose of more prolonged discussion of issues and topics selected by the Council, Mayor or Chief Administrative Officer. Workshops may be held jointly with advisory Boards and Commissions to the Council or with other public entities.

- 3) Special Meetings. Special Meetings may be called by the Mayor by communication via an e-mail with response required to each member of the Council at least twenty-four hours before the time specified for the proposed meeting. If no response is received, the City will make reasonable attempts to contact the Councilmember by a phone call to the Councilmember at his or her preferred telephone number. Proper notice shall also be given to the news media. Special Meetings shall also be called by the Mayor upon the written request of any three members of the Council. The notice of such Special Meetings shall state the subjects to be considered, and no final action shall be taken on any subject other than those specified in the notice. Where reasonable attempts have been made to give all Councilmembers notice of a special meeting, as provided above, such meeting may be held so long as a quorum is present for such meeting.

C) Executive Sessions.

- 1) General. The Council may hold Executive Sessions from which the public may be excluded, for the purposes set forth in RCW 42.30.110. Before convening an Executive Session, the Presiding Officer or designee shall announce the general purpose of the session, the anticipated time when the session will be concluded and

whether action will be taken on any item. Should the session require more time, a public announcement shall be made that the session is being extended.

- 2) Confidentiality. Councilmembers shall keep confidential all written materials and verbal information provided to them during Executive Sessions. Confidentiality also includes information provided to Councilmembers outside of Executive Sessions when the information is considered to be exempt from disclosure by State law or when it is subject to the attorney-client privilege.
- 3) Ex parte Contact. If the Council, after Executive Session, has provided direction to City staff on proposed terms and conditions for City business, all contacts with any other party should be done by the designated City staff representative handling the issue. Councilmembers should obtain the permission of the Mayor prior to discussing the information with anyone other than other Councilmembers, the City Attorney or City staff designated by the Mayor. Any Councilmember having any such contact or discussion needs to make full disclosure to the Mayor and/or Council in a timely manner.

D) Meeting Place. Regular Council Meetings will be held at the City Hall at 1049 State Avenue. Workshops and Special Meetings will usually be held at the same location, but may be held at other appropriate locations, with proper notice.

E) Council Agenda.

- 1) Order of Business. No Legislative item shall be voted upon which is not on the agenda as approved by the Council at the meeting. The order of business for each Regular Meeting shall be ordinarily as follows unless modified by motion of Council:
 - (a) Call to Order
 - (b) Invocation/Pledge of Allegiance
 - (c) Roll Call
 - (d) Approve Agenda
 - (e) Committee Report
 - (f) Presentations
 - (g) Audience Participation
 - (h) Approval of Minutes
 - (i) Consent Agenda
 - (j) Review Bids
 - (k) Public Hearings
 - (l) New Business

- (m) Legal
- (n) Mayor's Business
- (o) Staff Business
- (p) Call on Councilmembers
- (q) Adjournment
- (r) Executive Session
- (s) Reconvene
- (t) Adjournment

- 2) Placement of Matters on Agenda by Councilmembers. A Councilmember may propose to place a topic on an upcoming City Council Agenda in the form of a motion. A Councilmember may also fill out a Request Form if he or she wishes to have the subject placed on the Agenda for the making of a motion. The filling out of a Request Form will be used only to let the other Councilmembers know that a motion will be made to place the matter on an upcoming Agenda. If the motion receives a second then a vote is taken. If the motion passes the Councilmember may then provide to the City Clerk (or designee) whatever information is pertinent to the subject. Such information will be included in the materials for the upcoming meeting. City staff may also provide information that would be useful to the Council in their deliberations. At times it may be necessary where an issue is complex to inform the Council that more time may be needed to prepare staff materials or that there may be some unanticipated costs in producing relevant information to the Council.
- 3) Consent Agenda. Matters shall be placed on the Consent Agenda which: (a) have been previously discussed by the Council, or (b) based on the information delivered to members of the Council by the administration, can be reviewed by a Councilmember without further explanation, or (c) are so routine or technical in nature that passage is likely. The motion to adopt Consent Items shall be non-debatable and have the effect of moving to adopt all items. Prior to entertaining a motion to adopt the Consent Agenda the Mayor shall inquire whether there are any members of the audience who want to comment on any matter which is on the Consent Agenda. Any member of the Council shall have the right to remove any item. Therefore, under the item "Approve the Agenda Contents and Order," the Mayor shall inquire if any Councilmembers wish an item to be withdrawn from the Consent Agenda. If any matter is withdrawn, the Mayor shall place the item following the consent agenda for deliberation and possible action.

VI) **Public Testimony and Comments:**

A) Oral and Written Comments.

- 1) General. Citizens will be encouraged to speak under the citizen comment portion of the meeting for up to three minutes whether it is an item on the agenda or not. A form to sign up to make citizen comments will be provided by the City Clerk. The three-minute limit may be extended only by consensus of the Mayor and majority of the Council. However, if there is a specific item on the agenda on which a citizen wishes to comment outside of the regular citizen comment time, the citizen may ask during the regular citizen comment portion of the meeting if the Council will allow comment on a particular item. The Mayor will decide, with the concurrence of a majority of Council, whether comment will be allowed, and if so, it will be taken after the Staff presentation, but before Council action on that item. For matters that are scheduled as a public hearing, public comment or testimony will be reserved for the hearing.
- 2) Identification of Speakers. Persons testifying or providing comments shall identify themselves for the record as to name, address, and organization.
- 3) Time Limitations. Individuals will be allowed three (3) uninterrupted minutes to speak. Providing that all individuals are allowed to speak at the hearing, if time permits another three (3) minutes may be allowed for added comment. At the discretion of the Mayor, with the concurrence of Council, additional time for receipt of oral and written testimony may be allowed. The Clerk or Mayor shall be the timekeeper.

In cases where a representative is speaking on behalf of a group of persons who are present at the meeting, at the discretion of the Mayor, giving consideration to the issue at hand and the time available and with the concurrence of Council, part or all of the three minutes that each person in the group would have had to speak may be allocated to the representative of the group.

At a quasi-judicial hearing, the burden of proof generally lies with the applicant or appellant of the action before the Council. During the public testimony portion of the hearing, the applicant and the applicant's advisors will have the opportunity for rebuttal to opposing testimony.

- 4) Quasi-Judicial Items. A quasi-judicial action is an action of the Council which determines the legal rights, duties, or privileges of specific individuals or properties, such as rezones or plat approvals.

The order of business for a quasi-judicial hearing shall generally be as follows:

- (a) Appearance of Fairness Query
- (b) Swearing in
- (c) Staff presentation
- (d) Board or Commission recommendation
- (e) Applicant's statement
- (f) Council's questions of Staff, Commission, and Applicant
- (g) Citizen's testimony
- (h) Rebuttal by Applicant
- (i) Public testimony closed
- (j) Council deliberation
- (k) Council action

5) Written Comments. Written materials may be submitted to the Council at the Regular Meeting at which an issue is to be considered, however the Council may not be able to consider such written comments at that time. Written materials may also be filed with the City Clerk for Council consideration up to and including at the Regular Meeting.

VII) Periodic Review: It is the intent of the City Council that council procedures be periodically reviewed as needed, but no less than every two years. Therefore Council procedures shall be reviewed in the month of January of every even numbered year, and may be amended at any other time that the Council shall choose.

VIII) Effect/Waiver of Rules: These rules of procedure are adopted for the sole benefit of the members of the Council and the Mayor to assist in the orderly conduct of Council business. These rules of procedure do not grant any right or privileges to specific members of the public. Failure of the City Council to adhere to these rules shall not result in any liability to the City, its officers, agents, and employees, nor shall failure to adhere to these rules result in invalidation of any Council act. The City Council may, by a majority vote, determine to temporarily waive or suspend any of the provisions herein.

IX) Repealer: All prior practices, policies, rules or resolutions of the Council which are inconsistent with this resolution are hereby REPEALED. Resolution No. 2342 is hereby REPEALED for the reason that it is replaced by this resolution.

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

CITY OF MARYSVILLE

By _____
Jon Nehring, Mayor

ATTEST:

By _____
CITY CLERK

Approved as to form:


By _____
CITY ATTORNEY

Index #14

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 06/09/2014

AGENDA ITEM: Authorizing the surplus of equipment which is no longer compatible with the City's technology infrastructure.	
PREPARED BY: Worth Norton	DIRECTOR APPROVAL: 
DEPARTMENT: Finance / Information Services	
ATTACHMENTS: Resolution No. _____	
BUDGET CODE: 50300090	AMOUNT: 0.00

SUMMARY:

The attached resolution contains a list of technology hardware that is currently inoperable, or obsolete. All of the laptops on this list have been tested and will not run the new Police or Community Development software. All of the servers on this list have been replaced with a new energy efficient virtual server system which also provides additional disaster recovery options.

The City's Information Services Department is committed to green technology based on reduce, reuse, and recycle. First the City will reuse all PCs that can be used in a less demanding situation within the City prior to being surplus if the costs of retaining the PCs are lower than replacing them. Then all PCs that are still in good enough condition will be sold. Only PCs that are damaged or have no useable value will be recycled.

These PCs will be completely cleaned of all data and reformatted with their original operating systems. All purchasers will be required to sign a letter of understanding that PCs are considered hazardous waste and must be disposed of properly.

We expect to be able to auction off some of the PCs using an "eBay style" purchase now or best bid format. This system has been successfully used for eight years and has sold approximately 110 surplus PCs and other miscellaneous technology.

RECOMMENDED ACTION: City staff recommends that the City Council authorizes the Mayor to sign the resolution declaring certain items of personal property to be surplus and authorizing the sale and disposal thereof.

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF MARYSVILLE DECLARING CERTAIN ITEMS OF PERSONAL PROPERTY TO BE SURPLUS AND AUTHORIZING THE SALE OR DISPOSAL THEREOF.

WHEREAS, the following list of equipment has reached the end of its useful lifecycle.

WHEREAS, by determination of the City's Information Services Department, the following list of equipment is not compatible with the City's technology infrastructure.

WHEREAS, the following hardware, as identified, is considered hazardous waste and must be disposed of either through hazardous waste recycling or resale with a signed understanding of eventual hazardous waste disposition.

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

The items of personal property listed below are hereby declared to be surplus and are of no further public use or necessity.

Brand	Model	Serial	Brand	Model	Serial
Dell	Inspiron 7500	Y9BN5	Dell	OptiPlex GX520	8RQC3B1
Dell	Latitude D520	5318GC1	Dell	OptiPlex GX520	928N691
Dell	Latitude D520	5818GC1	Dell	OptiPlex GX520	BYHPK91
Dell	Latitude D520	59RZLF1	Dell	OptiPlex GX520	FM0R2C1
Dell	Latitude D520	64CQZC1	Dell	OptiPlex GX520	FMZPRB1
Dell	Latitude D520	7014MC1	Dell	OptiPlex GX520	GC5XS71
Dell	Latitude D520	9LNW8F1	Dell	OptiPlex GX520	HXDZP91
Dell	Latitude D520	CB6DRC1	Dell	OptiPlex GX620	1ZX4TB1
Dell	Latitude D520	FGFYKC1	Dell	OptiPlex GX620	1ZX4TB1
Dell	Latitude D520	GZVQNB1	Dell	OptiPlex GX620	25Z3S81
Dell	Latitude D520	H118GC1	Dell	OptiPlex GX620	57YGH81
Dell	Latitude D520	HLVTDF1	Dell	OptiPlex GX620	57YGH81
Dell	Latitude D600	G6FBH51	Dell	OptiPlex GX620	5PYRBB1
Dell	Latitude D800	C7M7M51	Dell	OptiPlex GX620	7Z47P81
Dell	OptiPlex 745	2FB50CD1	Dell	OptiPlex GX620	87YGH81
Dell	OptiPlex 745	4MMKLD1	Dell	OptiPlex GX620	97YGH81
Dell	OptiPlex 745	4PLCKC1	Dell	OptiPlex GX620	DD4L2B1
Dell	OptiPlex 745	64YMDC1	Dell	OptiPlex GX620	DKM53B1

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Dell	OptiPlex 745	7NLCKC1	Dell	PowerEdge 2800	8W26391
Dell	OptiPlex 745	9PLCKC1	Dell	PowerEdge 2850	2N9GLB1
Dell	OptiPlex 745	GMMKLD1	Dell	PowerEdge 840	BN6RHD1
Dell	OptiPlex 745	HNLCKC1	Dell	PowerEdge 840	BYLZ7F1
Dell	OptiPlex GX280	1ZB3W61	Dell	PowerEdge 840	CLBxBF1
Dell	OptiPlex GX280	D8L2S51	Dell	PowerEdge 840	GC36BG1
Dell	OptiPlex GX520	35JW2B1	Dell	PowerVault i3000	6BN14J1
Dell	OptiPlex GX520	3RQC3B1	Dell	Precision 380	9584391
Dell	OptiPlex GX520	45JW2B1	Dell	Precision 380	46YOK81
Dell	OptiPlex GX520	5RQC3B1	Dell	Precision 380	B584391
Dell	OptiPlex GX520	65JW2B1	Dell	Precision 380	C584391
Dell	OptiPlex GX520	6RQC3B1	Dell	Precision 380	CFJX281
Dell	OptiPlex GX520	6YDZP91	Dell	Precision 380	H5YOK81
Dell	OptiPlex GX520	7XDZP91	HP	Compaq	MXD52406BN
Dell	OptiPlex GX520	7XSQGB1	HP	LaserJet 5si	LFX12638
Dell	OptiPlex GX520	81FX5B1	HP	ML350 G5	MXQ74003VA
Dell	OptiPlex GX520	8MCQBB1	Mitel	Mitel 3300	AABFB6489

The City is hereby authorized to sell or dispose of the above referenced items in a manner which, by the direction of the Information Services Manager, nets the greatest amount to the City.

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

CITY OF MARYSVILLE

By _____
Jon Nehring, Mayor

ATTEST:

By _____
April O'Brien, Deputy City Clerk

Approved as to form:

By _____
GrantK. Weed, City Attorney

RESOLUTION -2

Index #15

CITY OF MARYSVILLE
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: June 16, 2014

AGENDA ITEM: Reappointment to the Salary Commission	AGENDA SECTION: Mayor's Business	
PREPARED BY: April O'Brien, Deputy City Clerk	AGENDA NUMBER:	
ATTACHMENTS: Reappointment Form	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

Summary:

Mayor Nehring is requesting the reappointment of Mark Allen to the Salary Commission, serving until June 23, 2017.

RECOMMENDED ACTION:

Mayor Nehring recommends the City Council confirm the reappointment of Mark Allen to the Salary Commission.

COUNCIL ACTION:

Office of the Mayor
Jon Nehring
1049 State Avenue
Marysville, WA 98020
Phone: 360-363-8000
Fax: 360-651-5033
marysvillewa.gov

APPOINTMENT

I, Jon Nehring, duly elected and acting Mayor of the City of Marysville, do hereby reappoint Mark Allen as a member of the SALARY COMMISSION of the City of Marysville, pursuant to the provisions of the Marysville Municipal Code 2.51; dated this 16th day of June, 2014.

M A Y O R

I do swear and affirm I will perform the duties assigned to me as a member of the SALARY COMMISSION of the City of Marysville in the manner required by law.

Dated this 16th day of June, 2014

Mark Allen

This term of reappointment expires the 23rd day of June, 2017.