

**Marysville City Council Meeting**

**November 28, 2016**

**7:00 p.m.**

**City Hall**

**Call to Order**

**Invocation**

**Pledge of Allegiance**

**Roll Call**

**Approval of the Agenda**

**Committee Reports**

**Presentations**

A. Volunteer of the Month

B. Employee Services Awards

**Audience Participation**

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

1. Consider the October 24, 2016 City Council Meeting Minutes

**Consent**

2. Consider the November 9, 2016 Claims in the Amount of \$1,652,469.51; Paid by EFT Transactions and Check Numbers 112333 through 112481 with No Checks Voided

3. Consider the November 16, 2016 Claims in the Amount of \$489,933.43; Paid by EFT Transactions and Check Numbers 112482 through 112610 with Check Numbers 111560, 111933, and 111939 Voided

**Review Bids**

**Public Hearings**

4. Consider the Washington State Department of Transportation Right-of-Way Annexation

**New Business**

5. Consider the 2017 Addendum for the Yakima County Agreement for Jail Services

6. Consider the Local Agency Federal Aid Project Prospectus and Supplemental Local Agency Funding Agreement with WSDOT thereby Securing Funding for the 2012 City Safety Program

7. Consider the Professional Services Agreement with The PFM Group

## Marysville City Council Meeting

**November 28, 2016**

**7:00 p.m.**

**City Hall**

11. Consider the Deed and Real Estate Tax Affidavit Accepting the Conveyance of the 30 Foot Strip as Right of Way

8. Consider an **Ordinance** Amending Sections 3.64.020(1) and (2) of the Marysville Municipal Code, Relating to the Utility Tax on Telephone Services

9. Consider an **Ordinance** of the City of Marysville Adopting a Biennial Budget for the City of Marysville, Washington, for the Biennial Period of January 1, 2017 to December 31, 2018, Setting Forth in Summary Form the Totals of Estimated Revenues and Appropriations for Each Separate Fund and the Aggregate Totals of all such Funds Combined, and Establishing Compensation Levels as Proscribed by MMC 3.50.030

### **Legal**

#### **Mayor's Business**

10. Consider the Parks, Culture, and Recreation Board Appointment: Kelly Huestis

### **Staff Business**

### **Call on Councilmembers**

### **Adjournment/Recess**

### **Executive Session**

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

### **Reconvene**

### **Adjournment**

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.



# *Index #1*

<b>Call to Order/Pledge of Allegiance/Roll Call</b>	7:00 p.m.
<b>Approval of the Agenda</b>	Approved
<b>Committee Reports</b>	
<b>Presentations</b>	
Budget Workshop	Held
<b>Audience Participation</b>	
<b>Approval of Minutes</b>	
Consider Approval of the September 26, 2016 City Council Meeting Minutes	Approved
<b>Consent Agenda</b>	
Consider the October 5, 2016 Claims in the Amount of \$2,036,844.24; Paid by EFT Transactions and Check Numbers 111486 through 111633 with Check Number 111400 Voided	Approved
Consider the October 12, 2016 Claims in the Amount of \$677,897.23; Paid by EFT Transactions and Check Numbers 111634 through 111820 with No Checks Voided	Approved
Consider the October 20, 2016 Payroll in the Amount \$966,230.46; Paid by EFT Transactions and Check Numbers 30295 through 30328	Approved
<b>Review Bids</b>	
<b>Public Hearings</b>	
<b>New Business</b>	
Consider Acceptance of the Ebey Waterfront Trail Project with Granite Construction Company to Start the 45-day Lien Filing Period for Project Closeout	Approved
Consider Acceptance of the Cedarcrest Reservoir Roof Replacement Project with Axiom Division 7, Inc. to Start the 45-day Lien Filing Period for Project Closeout	Approved
Consider the Professional Services Agreement with PFM Group for Financial Advisory Services	Approved
Consider an Ordinance Amending the Park Code, Chapter 6.82 of the Municipal Code, Updating the Definition of "Park" and Updating Language Regarding the Discharge of Weapons in Parks	Approved Ord. 3037
Consider an Ordinance regarding an exemption for payment of transportation impact fees for low-income rental housing, amending Chapter 22D.030.071 of the Marysville Municipal Code	Approved Ord. 3038
<b>Legal</b>	
<b>Mayor's Business</b>	
<b>Staff Business</b>	
<b>Call on Councilmembers</b>	
<b>Adjournment</b>	9:42 p.m.
<b>Executive Session</b>	9:52 p.m.
<b>Real Estate – two items</b>	
<b>Adjournment</b>	9:52 p.m.

COUNCIL*DRAFT*  
MINUTES

**Regular Meeting**  
October 24, 2016

### **Call to Order / Pledge of Allegiance**

Mayor Nehring called the meeting to order at 7:00 p.m. and led those present in a moment of silence in remembrance of the Marysville-Pilchuck tragedy two years ago today. Pastor Randy Loveless from Damascus Road Church gave the invocation, and Mayor Nehring led those present in the Pledge of Allegiance.

### **Roll Call**

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

**Mayor:** Jon Nehring

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

**Absent:** None

**Also Present:** Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Police Chief Rick Smith, City Attorney Jon Walker, Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, Community Development Director Dave Koenig, Fire Chief Martin McFalls, and Recording Secretary Laurie Hugdahl.

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

### **Committee Reports**

Council President Norton reported on the Hotel Motel Tax Committee meeting last week where they reviewed 13 applications for funding. Those recommendations will come before the Council next month.

She also reported on the October 6 Marysville Parks Advisory Board meeting where the following items were discussed:

- The Ebey Slough Trail progress update

- Golf Course – potential changes to the caretaker system
- Mike Elmore announced that he will be retiring after serving 27 years on the Park Advisory Board.
- Staff reported that end counts were up 37% this year which is exciting.

Councilmember Seibert reported on the October 19 Finance Committee meeting where they had an update on budget and discussions about the Fire Interlocal Agreement and recommendations about that.

## **Presentations**

### A. Budget Workshop

Mayor Nehring commended staff for their hard work on this budget process and Council for their work on budgets in past years that have resulted in fiscal discipline and successes for the City. Because of fiscal prudence, Marysville has a solid foundation. Increased growth, however, brings its own set of needs. This budget helps with those needs and adds 7 FTE's, mostly in the Police Department in response to public request. He noted that some of the things in the budget are larger ticket items as a result of paying down debt and establishing reserves. The downtown revitalization effort is one of these larger projects which is a culmination of years of work. The 1<sup>st</sup> Street bypass is another project that has been on the wish list for many, many years. Transportation improvements in the north end are also important in this budget. The infrastructure improvements in the future Manufacturing Industrial Center is critical to growth in the north end. The Police Department's North End Regional Property Crimes Task Force has had a tremendous impact on crime. This budget supports that effort. Core services of government such as Transportation Benefit District overlay program, utility capacity and capability enhancements, necessary staffing and equipment to maintain parks and right-of-way. He summarized that financial stewardship has put the City in the position it is in. He thanked everyone for their part in this, especially the Finance team.

Finance Director Langdon pointed out some changes in the budget from the prior year, then staff reviewed their budget requests as listed on page 154 of the 2017/2018 Preliminary Budget.

### Questions/Comments:

Mayor Nehring recalled that the Health District had requested \$2 per head to help fund a shortfall due to decreasing state and county funding. He discussed this with a meeting of the entire group of North End Mayors and they agreed to put in a \$1 per head contribution for City Council to consider. This can be adjusted as desired by the Council. The North End Mayors agreed to support a \$1 per head commitment for 2017, but they are also asking for a strategic plan in 2017 and for a report back to the Council and the Mayors as to how the Health District is going to sustain funding for the ongoing work that they do and how they are going to continue to work with cities on areas of

community interest. He believes that folding this into county operations is the right way to fund this.

Councilmember Wright commented that this is reasonable and a good start. She recommended this proposal. Councilmember Toyer asked if they would be receiving some sort of material that explains what the Health District does. Staff indicated they would provide that. CAO Hirashima noted that staff has made a request to the Health District to have someone come to the November 7 workshop. Councilmember Muller asked how to keep the pressure on the county to take more control of this so the cities don't end up taking on more and more. He also asked how the money would be allocated. Mayor Nehring reviewed some of the history of the Health District funding.

Staff continued to review their budget requests department by department. Finance Director Langdon then asked staff to give an update on major projects.

CAO Hirashima gave an update on the Waterfront Plan. The City has been working on remediation of the contaminated site in order to move forward. The focus is on improvements the City feels will provide the greatest public benefit and economic development potential. The consultant originally identified \$20 million for the waterfront park improvements and \$10 million for the trail improvements. Staff reviewed this and is confident that this can be accomplished using the \$13 million identified in this budget. This is a result of focusing on critical improvements, leaving portions for future improvements, minimizing building improvements, and applying for grant funding.

CAO Hirashima pointed out that the public safety building was not included here because a funding source has not been identified. She suggested it might be time to go to the community to seek funding for a new building through potentially a voted bond in 2018. Staff does believe this is a critical project though. There are resources in the budget for moving forward with a study.

Mayor Nehring stated that in addition to the waterfront, the 1<sup>st</sup> Street and 3<sup>rd</sup> Street projects are important contributions to revitalizing downtown and will be coming forward soon.

Finance Director Langdon referred to page 48 regarding reserves and noted that \$7 million would be used for the waterfront park project. They would also like to use \$500,000 to match Director Nielsen's grant for the 88<sup>th</sup> Street project. Also, the City needs to rebate a couple businesses who qualified for the new business incentive which rebates the amount of sales tax equal to mitigation fees for new businesses that come in. The money was put into reserves when the businesses filed the application.

Council Comments/Questions:

Muller asked what drives the pension numbers. Finance Director Langdon replied that some of the increases are from new hires, but the state's rate also increased from 11.2% to 12.6%.

# DRAFT

Kamille Norton asked about the huge increase in the Workman's Comp amount. Denise Gritton explained that it looks like a large increase because the amount they budgeted last year was less than what they are actually realizing. She explained that there are annual variations too.

Councilmember Muller referred to Interfund Repairs and asked what that was. Finance Director Langdon explained they are now proposing doing a full facility allocation.

CAO Hirashima commented that Fire is also represented in the budget. The 2017 budget is \$10,076,000 which represents about 3.5% increase from 2016 which is in line with what they are seeing in other departments. The details of the Fire Budget are reviewed through the Marysville Fire District Board. She and Sandy attended a budget workshop related to this a couple weeks ago. She also commented that they did not put in a projected budget increase for 2018 because normally that is done annually through the Interlocal Agreement. It might be good to project an average increase just so it is represented in the biennial budget so there are no surprises in 2018.

## Audience Participation

None

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

1. Consider Approval of the September 26, 2016 City Council Meeting Minutes

**Motion** made by Councilmember Muller, seconded by Councilmember Wright, to approve the September 26, 2016 City Council Meeting Minutes. **Motion** passed unanimously (7-0).

## Consent

2. Consider the October 5, 2016 Claims in the Amount of \$2,036,844.24; Paid by EFT Transactions and Check Numbers 111486 through 111633 with Check Number 111400 Voided
3. Consider the October 12, 2016 Claims in the Amount of \$677,897.23; Paid by EFT Transactions and Check Numbers 111634 through 111820 with No Checks Voided
9. Consider the October 20, 2016 Payroll in the Amount \$966,230.46; Paid by EFT Transactions and Check Numbers 30295 through 30328

Motion made by Councilmember Toyer, seconded by Councilmember Norton, to approve the Consent Agenda items 2, 3, and 9. Motion passed unanimously (7-0).

## Review Bids

**Public Hearings****New Business**

4. Consider Acceptance of the Ebey Waterfront Trail Project with Granite Construction Company to start the 45-day Lien Filing Period for Project Closeout

**Motion** made by Councilmember Vaughan, seconded by Councilmember Norton, to authorize the Mayor to accept the Ebey Waterfront Trail project, starting the 45-day lien filing period for project closeout. **Motion** passed unanimously (7-0).

5. Consider Acceptance of the Cedarcrest Reservoir Roof Replacement Project with Axiom Division 7, Inc. to start the 45-day Lien Filing Period for Project Closeout

**Motion** made by Councilmember Wright, seconded by Councilmember Muller, to accept the Cedarcrest Reservoir Roof Replacement project, starting the 45-day lien filing period for project closeout. **Motion** passed unanimously (7-0).

6. Consider the Professional Services Agreement with PFM Group for Financial Advisory Services

Finance Director Langdon pulled this item since they are still negotiating the contract.

7. Consider an Ordinance Amending the Park Code, Chapter 6.82 of the Municipal Code, Updating the Definition of “Park” and Updating Language Regarding the Discharge of Weapons in Parks

City Attorney Walker stated there are two changes – an update to the definition of “park” and updated language regarding the discharge of weapons in parks.

Councilmember Muller asked about whirlybird slingshots. Director Ballew commented that he didn’t think those would be considered weapons, but they would rely on the discretion of police.

Councilmember Vaughan commented that the term *discharge* doesn’t show up in the actual ordinance. City Attorney Walker thought that the words in the ordinance convey the same intended meaning.

**Motion** made by Councilmember Norton, seconded by Councilmember Toyer, to approve Ordinance No. 3037. **Motion** passed unanimously (7-0).

8. Consider an Ordinance regarding an exemption for payment of transportation impact fees for low-income rental housing, amending Chapter 22D.030.071 of the Marysville Municipal Code

Director Koenig reviewed this item.

Councilmember Toyer asked how they would monitor this. Director Koenig explained they staff would have to check on it down the road, but these are long-term contracts that the organizations have for the funding.

Councilmember Norton asked how much money they were talking about. Director Koenig stated it is about \$80,000. Councilmember Norton asked if it resulted in a large increase in these types of properties in other cities that have done this. Director Koenig said that Housing Hope did one in Monroe which was not as limiting as this. It would have allowed up to 80% of median income; it also included parks fees. That hasn't resulted in an increase there. Everett has passed something, but nobody has used it there yet. He doesn't think this has had much of an impact on development. These aren't easy projects to put together. They are heavily subsidized so it normally takes a number of housing funding sources to put them together and takes a number of years.

Councilmember Wright asked if that is noted on the deeds so that if there ever is a change in ownership the title would show that. Director Koenig replied it would be a covenant on the property.

Councilmember Muller asked if this would be an administrative review process. Director Koenig stated that it would.

Councilmember Vaughan asked about the value of the public benefit of this project. Director Koenig replied it would serve a group of people who would be potentially homeless, people who make 30% or less of median income. Councilmember Vaughan asked about a dollar value to the city of doing this. Director Koenig noted it would result in some sales tax revenue on construction and utility taxes. Councilmember Vaughan asked what would be allowed in that spot if Housing Hope wasn't there. Director Koenig replied it allows for apartments. Councilmember Vaughan asked about a dollar value on what the benefit to the city would be, considering how important transportation is in that particular area of the city. Director Koenig stated there isn't a monetary benefit to the city for this beyond what he already mentioned.

Mayor Nehring noted that in general terms this could potentially be worth some dollar amount due to decreased needs for police and social services related to homeless people. He stated it is difficult to put an actual dollar value to it.

Councilmember Vaughan asked how the other members of the Council felt about this being an administrative process. Director Koenig stated that it could be changed on the ordinance, so it could be made a council review process. Councilmember Vaughan asked if it could be allowed for just this specific project. CAO Hirashima stated that there are specific exemption provisions within the Growth Management Act that are allowed. This particular one is a new option that has been given to cities. City Attorney Walker concurred. Since traffic impact fees are required by statute and part of the Growth Management Act, exempting them can only be done by the statutory process. It's very different from giving money to a museum.



Councilmember Norton asked if there is any legal downside to adding a Council review. City Attorney Walker didn't think there was a legal downside, but it might unnecessarily involve Council in the process.

Councilmember Muller said he was in favor of this because it was 100% low income project.

Councilmember Vaughan discussed his concerns about this and the impact it could have on the character of development in a particular area. CAO Hirashima explained that the same type of development can occur without this ordinance since the zoning dictates that.

Councilmember Muller commented that this could provide a workforce for development in that area.

Councilmember Wright stated that the process of approving this wouldn't have an impact on the type of development in a particular area.

**Motion** made by Councilmember Wright, seconded by Councilmember Stevens, to approve Ordinance 3038. **Motion** passed 5-2 with Councilmembers Vaughan and Seibert voting against the Ordinance.

## **Legal**

### **Mayor's Business**

Mayor Nehring had the following comments:

- He and Councilmember Wright attended the AWC meeting in Edmonds last Thursday where they discussed the legislative agenda. They also gave Governor Inslee an award for his support on defending state shared revenues in the past session.
- The AMTEC facility at Everett Community College is expanding. He and a number of others are going to the celebration tomorrow.
- There is an Economic Alliance Snohomish County Public Officials reception this Thursday evening at the Holiday Inn in Everett.
- He and Dave Koenig had a good meeting on Friday about the MIC.

### **Staff Business**

Jon walker stated the need for two Executive Session items regarding the acquisition of real estate with no action expected to last five minutes.

Jim Ballew thanked Council President Norton for recognizing Mike Elmore's contribution. They are leaving the area and moving to Arkansas, but they will maintain a

recreational property here in Washington. Director Ballew acknowledged Mike Elmore for his incredible service to the City.

Kevin Nielsen:

- Thanks to Denise Gritton for assistance with the budget, especially to Public Works since they don't currently have a financial analyst.
- 88<sup>th</sup> Street overlays have been delayed due to weather and the fact that there was no BNSF flagger available over the weekend.
- 136<sup>th</sup> Street overlays are also dependent on the weather and the BNSF flagger.
- 172<sup>nd</sup> will not be closed until Christmas from December 20-22.

Dave Koenig:

- He gave an update on the Manufacturing Industrial Center process.
- The Planning Commission tomorrow night will be looking at SR 529 WSDOT interchange for the annexation. They are also working on the Lakewood Neighborhood Plan
- The Hearing Examiner is looking at two plats on Thursday – one on 83<sup>rd</sup> and one on 87<sup>th</sup>.
- There will also be appeal hearing regarding one of the homes without water and sewer where there is a squatter in a home without water or sewer. This is the seventh building that the City has taken action on since Council passed that ordinance.

Chief Smith:

- Thanks to Sandy Langdon and Gloria Hirashima for all the work they've done on the budget.
- No items on the agenda for a Public Safety meeting. There was consensus to cancel the meeting.

Chief McFalls had no comments.

Sandy Langdon had no further comments.

Gloria Hirashima:

- She met with the SBDC (Small Business Development Consultant) in the area to get more information about their services for businesses. She distributed information about services they provide and businesses they are working with in the area. She recommended promoting this to businesses in the area since it is a valuable free resource.
- EASC hosted a meeting with BNSF staff last week. An economic development contact that assists communities in bringing business to areas which utilizes the rail gave some information. There is a certification process that communities can go through to certify rail sites that BNSF then promotes to bring rail user clients into an area. The City will look into this further as it pursues its economic development goals.

**Call on Councilmembers**

Steve Muller thanked staff for all the hard work on the budget.

Rob Toyer also thanked staff for all their hard work.

Michael Stevens thanked staff for all their hard work on the budget and said he was sorry he missed the training on Monday.

Jeff Vaughan:

- The training last Monday was a time of great self reflection.
- On October 15 there was an emergency preparedness fair at the LDS church on 51<sup>st</sup> Street. They had classes on water storage, food storage, communication, first aid and many other things. The keynote speakers were Jeff Goldman from Police and Diana Rose, the City's Emergency Management Officer. They gave a sobering case for why we need to be better prepared as a community. It was very enlightening and educational. The church was very pleased with the event and would like to make it an annual occurrence.

Jeff Seibert:

- He thanked staff for all their hard work on the budget.
- He attended the Raising the Hands Celebration with the Tribes on Saturday night.

Donna Wright:

- She thanked staff for all their work. The budget was so well put together it was easy to understand. She is pleased with how well the City is doing.
- She also attended the Raising the Hands celebration and really enjoyed it.

Kamille Norton also thanked staff for all their hard work on the budget.

**Adjournment/Recess**

Council adjourned at 9:42 for five minutes and then reconvened in Executive Session for five minutes.

**Executive Session**

- A. Litigation
- B. Personnel
- C. Real Estate – 2 items, per RCW 42.30.110(1)(b)

Executive session ended and public meeting reconvened at 9:52 p.m.

*DRAFT*

**Adjournment**

Seeing no further business Mayor Nehring adjourned the meeting at 9:52 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Mayor  
Jon Nehring

\_\_\_\_\_  
April O'Brien  
Deputy City Clerk

# *Index #2*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: November 28, 2016**

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 November 9, 2016 claims in the amount of \$1,652,469.51 paid by EFT transactions and Check No. 112333 through 112481 with no Check No.'s voided.**

**COUNCIL ACTION:**

BLANKET CERTIFICATION

**CLAIMS  
FOR  
PERIOD-11**

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$1,652,469.51 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 112333 THROUGH 112481 WITH NO CHECK NO.'S VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

\_\_\_\_\_  
AUDITING OFFICER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **28<sup>th</sup> DAY OF NOVEMBER 2016.**

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

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COUNCIL MEMBER

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 11/3/2016 TO 11/9/2016**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
112333	ADVANTAGE BUILDING S	JANITORIAL SERVICE-KBCC	COMMUNITY CENTER	250.00
112334	ALL BATTERY SALES &	PADS AND CLAMPS	EQUIPMENT RENTAL	335.76
112335	ARMSTRONG, HOLLY & R	UB 461210000001 14529 58TH DR	WATER/SEWER OPERATION	26.00
112336	ASSOCIATED UNDERWATE	INSPECTION FEES	WASTE WATER TREATMENT F	3,250.00
112337	BANKS, SUSAN GAYLE	INSTRUCTOR SERVICES	COMMUNITY CENTER	206.34
112338	BENTLEY SYSTEMS INC	WATERCAD STANDALONE	WATER DIST MAINS	3,721.40
112339	BLUE MARBLE ENV	WASTE REDUCTION RECYCLING EDUC	RECYCLING OPERATION	12,598.24
112340	BOB BARKER COMPANY	JAIL SUPPLIES	DETENTION & CORRECTION	108.14
	BOB BARKER COMPANY		DETENTION & CORRECTION	654.05
112341	BROCK, TINA	REIMBURSE WELLNESS SUPPLIES	PERSONNEL ADMINISTRATIO	125.15
112342	BRYANT, KIM	REIMBURSE TRAINING EXPENSE	UTIL ADMIN	42.04
112343	BUILDERS EXCHANGE	PUBLISH PROJECTS ONLINE	SURFACE WATER CAPITAL PF	0.90
	BUILDERS EXCHANGE		GMA-PARKS	45.00
	BUILDERS EXCHANGE		GMA - STREET	45.00
112344	CAPITAL ONE COMMERC	SUPPLY REIMBURSEMENT	SOLID WASTE OPERATIONS	20.72
	CAPITAL ONE COMMERC		TRANSPORTATION MANAGEM	23.92
	CAPITAL ONE COMMERC		CITY CLERK	43.63
	CAPITAL ONE COMMERC		EXECUTIVE ADMIN	46.72
	CAPITAL ONE COMMERC		OPERA HOUSE	161.38
	CAPITAL ONE COMMERC		UTIL ADMIN	713.31
112345	CARR, SCOTT & SVONNE	UB 977018000000 7018 47TH AVE	WATER/SEWER OPERATION	130.00
112346	CELLEBRITE USA, INC.	SMART PHONE TRAINING-MCSHANE	POLICE TRAINING-FIREARMS	2,495.00
112347	CEMEX	ASPHALT	ROADWAY MAINTENANCE	242.85
	CEMEX		ROADWAY MAINTENANCE	344.67
112348	CENTRAL WELDING SUPP	PADLOCKS	ER&R	273.95
112349	CHAMPION BOLT	HARDWARE	SEWER LIFT STATION	203.10
112350	CHEMTRADE CHEMICALS	ALUMINUM SULFATE	WASTE WATER TREATMENT F	4,081.56
	CHEMTRADE CHEMICALS		WASTE WATER TREATMENT F	4,089.24
112351	CLEAN CUT TREE & STU	TREE/STUMP REMOVAL	PARK & RECREATION FAC	981.90
	CLEAN CUT TREE & STU	TREE REMOVAL	PARK & RECREATION FAC	1,091.00
112352	CNR INC	MAINTENANCE CONTRACT	COMPUTER SERVICES	1,362.04
112353	COMMERCIAL FIRE	FIRE EXTINGUISHER SERVICE	PUBLIC SAFETY BLDG.	58.47
	COMMERCIAL FIRE	FIRE EXTINGUISHERS	ER&R	206.20
112354	CONSOLIDATED TECH	IGN MONTHLY CHARGE	OFFICE OPERATIONS	255.45
112355	COOP SUPPLY	K-9 FOOD	K9 PROGRAM	59.99
	COOP SUPPLY	STRAW	STORM DRAINAGE	78.49
112356	CORNWELL TOOLS	BLOW GUN KITS AND CABLE CLEANER	EQUIPMENT RENTAL	211.57
112357	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	2,224.52
	CORRECTIONS, DEPT OF		DETENTION & CORRECTION	3,741.70
112358	COSMAN, MICHAEL & BR	UB 768514610000 8514 61ST PL N	WATER/SEWER OPERATION	199.20
112359	COUNTRY GREEN TURF	PALLET CREDIT	ROADSIDE VEGETATION	-40.00
	COUNTRY GREEN TURF	TURF	ROADSIDE VEGETATION	169.08
112360	CRYSTAL SPRINGS	WATER COOLER RENTAL AND BOTTLE	SOLID WASTE OPERATIONS	71.15
	CRYSTAL SPRINGS		WASTE WATER TREATMENT F	269.70
112361	DELL	MONITOR	ENGR-GENL	150.55
112362	DHANDA, JAGDEEP	UB 038308820000 8308 82ND AVE	WATER/SEWER OPERATION	181.16
112363	DICKS TOWING	TOWING EXPENSE-MP16-52759	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP16-52772	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP16-53128	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP16-53501	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP16-53600	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP16-53820	POLICE PATROL	43.64
112364	E&E LUMBER	DIMMER KNOB	MAINT OF GENL PLANT	2.29
	E&E LUMBER	FASTENERS	PARK & RECREATION FAC	7.32
	E&E LUMBER		PARK & RECREATION FAC	8.34
	E&E LUMBER	CLEANER AND BRUSHES	ADMIN FACILITIES	11.06
	E&E LUMBER	LUMBER	PARK & RECREATION FAC	12.91



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112364	E&E LUMBER	PAINTING SUPPLIES AND CHISEL	PARK & RECREATION FAC	14.64
	E&E LUMBER	SUPERBAR	PARK & RECREATION FAC	16.22
	E&E LUMBER	BRACKETS	PARK & RECREATION FAC	17.04
	E&E LUMBER	PAIL, PIPE AND CAPS	STORM DRAINAGE	17.21
	E&E LUMBER	FASTENERS	PARK & RECREATION FAC	17.84
	E&E LUMBER	PAINT, PADS AND FASTENERS	WASTE WATER TREATMENT F	34.87
	E&E LUMBER	LUMBER	PARK & RECREATION FAC	52.31
	E&E LUMBER	CHISEL, LEVELS AND SHIMS	FACILITY MAINTENANCE	59.01
	E&E LUMBER	DECK REPAIR ITEMS	PARK & RECREATION FAC	94.15
	E&E LUMBER	PAINT SUPPLIES	PARK & RECREATION FAC	110.27
	E&E LUMBER	PAINT	PARK & RECREATION FAC	129.83
	E&E LUMBER	FASTENERS	PARK & RECREATION FAC	152.03
	E&E LUMBER	LUMBER	PARK & RECREATION FAC	316.20
112365	EAGLE FENCE	FENCE REPAIR	STORM DRAINAGE	649.15
112366	ECOLOGY, DEPT. OF	BIOSOLID ANNUAL PERMIT FEE	UTIL ADMIN	3,580.33
112367	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	10.50
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.50
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	24.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	24.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	189.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	189.00
112368	ELTON, JONATHAN	REIMBURSE TRAINING EXPENSE	POLICE INVESTIGATION	72.34
112369	ENVIRONMENTAL RES	PERFORMANCE TESTING	WASTE WATER TREATMENT F	97.52
112370	EVERETT OFFICE	CHAIR	UTIL ADMIN	271.66
112371	EVERETT STAMP WORKS	DATE STAMP	OFFICE OPERATIONS	72.33
112372	EVERETT STEEL CO	STEEL PIPE	PARK & RECREATION FAC	87.61
112373	EVERETT TIRE & AUTO	TIRES	ER&R	839.43
	EVERETT TIRE & AUTO		ER&R	974.99
112374	FELDMAN & LEE P.S.	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	42,000.00
112375	FILORI, JOHN	REIMBURSE PHYSICAL EXPENSE	UTIL ADMIN	140.00
112376	FRONTIER COMMUNICATI	LONG DISTANCE CHARGES	CRIME PREVENTION	0.09
	FRONTIER COMMUNICATI		SOLID WASTE CUSTOMER EX	0.09
	FRONTIER COMMUNICATI		PURCHASING/CENTRAL STOF	0.12
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	0.23
	FRONTIER COMMUNICATI		YOUTH SERVICES	0.26
	FRONTIER COMMUNICATI		FACILITY MAINTENANCE	0.41
	FRONTIER COMMUNICATI		GENERAL SERVICES - OVERH	0.43
	FRONTIER COMMUNICATI		RECREATION SERVICES	0.52
	FRONTIER COMMUNICATI		ANIMAL CONTROL	0.65
	FRONTIER COMMUNICATI		CITY CLERK	0.94
	FRONTIER COMMUNICATI		EQUIPMENT RENTAL	1.80
	FRONTIER COMMUNICATI		FINANCE-GENL	2.65
	FRONTIER COMMUNICATI		LEGAL-GENL	3.08
	FRONTIER COMMUNICATI		COMMUNITY CENTER	4.29
	FRONTIER COMMUNICATI		LEGAL - PROSECUTION	4.32
	FRONTIER COMMUNICATI		POLICE ADMINISTRATION	4.40
	FRONTIER COMMUNICATI		PERSONNEL ADMINISTRATIOI	4.40
	FRONTIER COMMUNICATI		STORM DRAINAGE	4.44
	FRONTIER COMMUNICATI		EXECUTIVE ADMIN	4.89
	FRONTIER COMMUNICATI		PROPERTY TASK FORCE	6.17
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	7.64

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112376	FRONTIER COMMUNICATI	LONG DISTANCE CHARGES	COMPUTER SERVICES	7.81
	FRONTIER COMMUNICATI		PARK & RECREATION FAC	8.81
	FRONTIER COMMUNICATI		POLICE PATROL	9.32
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	10.03
	FRONTIER COMMUNICATI		UTIL ADMIN	11.20
	FRONTIER COMMUNICATI		UTILITY BILLING	12.13
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT F	14.30
	FRONTIER COMMUNICATI		POLICE INVESTIGATION	14.70
	FRONTIER COMMUNICATI		ENGR-GENL	15.07
	FRONTIER COMMUNICATI		MUNICIPAL COURTS	15.29
	FRONTIER COMMUNICATI		COMMUNITY DEVELOPMENT-	32.62
112377	FRONTIER COMMUNICATI	PHONE CHARGES	POLICE ADMINISTRATION	44.03
	FRONTIER COMMUNICATI		ADMIN FACILITIES	44.03
	FRONTIER COMMUNICATI		COMMUNICATION CENTER	44.03
	FRONTIER COMMUNICATI		UTILITY BILLING	44.03
	FRONTIER COMMUNICATI		GENERAL SERVICES - OVERH	44.03
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	44.03
	FRONTIER COMMUNICATI	ACCT #36065347410509955	WASTE WATER TREATMENT F	52.11
	FRONTIER COMMUNICATI	ACCT #36065372080111165	OPERA HOUSE	79.99
	FRONTIER COMMUNICATI	PHONE CHARGES	COMMUNITY DEVELOPMENT-	88.06
	FRONTIER COMMUNICATI		POLICE PATROL	88.06
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	88.06
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	88.06
	FRONTIER COMMUNICATI		COMMUNITY CENTER	88.06
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	88.06
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT F	176.11
	FRONTIER COMMUNICATI		PARK & RECREATION FAC	220.11
	FRONTIER COMMUNICATI		UTIL ADMIN	301.26
112378	GALLS, LLC	NAME TAG-GOOLSBY	DETENTION & CORRECTION	17.40
	GALLS, LLC	UNIFORM-OBERHOLTZER	DETENTION & CORRECTION	17.40
	GALLS, LLC	CHEVRONS	DETENTION & CORRECTION	30.63
	GALLS, LLC		DETENTION & CORRECTION	45.69
	GALLS, LLC	UNIFORM-REDIGER	POLICE PATROL	88.32
	GALLS, LLC	CHEVRONS	DETENTION & CORRECTION	96.55
	GALLS, LLC	UNIFORM-OBERHOLTZER	DETENTION & CORRECTION	110.88
	GALLS, LLC	UNIFORM-WHITE, DANIEL	DETENTION & CORRECTION	176.76
112379	GARDA CL NORTHWEST	ARMORED TRUCK SERVICE	COMMUNITY DEVELOPMENT-	109.73
	GARDA CL NORTHWEST		UTIL ADMIN	109.73
	GARDA CL NORTHWEST		UTILITY BILLING	219.44
	GARDA CL NORTHWEST		GOLF ADMINISTRATION	220.50
	GARDA CL NORTHWEST		POLICE ADMINISTRATION	438.90
	GARDA CL NORTHWEST		MUNICIPAL COURTS	438.90
112380	GLOBALSTAR INC.	PHONE CHARGES	OFFICE OPERATIONS	68.87
112381	GOVCONNECTION INC	POWER CORDS	COMPUTER SERVICES	26.19
	GOVCONNECTION INC	PLUGS	COMPUTER SERVICES	29.68
112382	GRAINGER	TOOLS	WATER QUAL TREATMENT	26.96
112383	GRANT, EVELYN	UB 901570000000 1902 2ND ST	WATER/SEWER OPERATION	107.91
112384	GRAY AND OSBORNE	PROFESSIONAL SERVICES	SURFACE WATER CAPITAL PF	1,935.74
	GRAY AND OSBORNE		SURFACE WATER CAPITAL PF	1,976.16
	GRAY AND OSBORNE		STORM DRAINAGE	2,031.05
	GRAY AND OSBORNE		STORM DRAINAGE	5,732.15
112385	GREEN RIVER CC	TRAINING-KINNEY, P	UTIL ADMIN	200.00
112386	GREENSHIELDS	RATCHET BINDERS	ROADWAY MAINTENANCE	262.08
112387	GREG RAIDONS DODGE	TIE ROD AND DIPSTICK	EQUIPMENT RENTAL	66.94
112388	GRIFFEN, CHRIS	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	300.00
112389	HACH COMPANY	PILLOWS	WASTE WATER TREATMENT F	16.46

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112390	HASLER, INC HASLER, INC	POSTAGE	PROBATION MUNICIPAL COURTS	500.00 1,500.00
112391	HD FOWLER COMPANY HD FOWLER COMPANY HD FOWLER COMPANY HD FOWLER COMPANY HD FOWLER COMPANY	ELL'S END CAP AND PIPE ELL'S HOT BOX WATER MAIN MATERIALS	WATER/SEWER OPERATION SEWER MAIN COLLECTION WATER/SEWER OPERATION SEWER LIFT STATION WATER DIST MAINS	166.47 235.84 332.93 720.06 1,551.90
112392	HERC RENTALS INC	EXCAVATOR RENTAL	GMA-PARKS	2,171.11
112393	HESS, AMY	REIMBURSE TRAINING EXPENSE	COMMUNITY DEVELOPMENT-	121.36
112394	HIMALAYA HOMES-RENTA	UB 980720900000 7209 30TH ST N	GARBAGE	310.94
112395	HINT PERIPHERALS HINT PERIPHERALS HINT PERIPHERALS	PATROL CAR OUTFITTING EQUIPMEN	ER&R EQUIPMENT RENTAL EQUIPMENT RENTAL	-105.72 633.66 633.66
112396	HOWELL & SONS	PROFESSIONAL SERVICES	LEGAL - PUBLIC DEFENSE	200.00
112397	HYLARIDES, LETTIE	INTERPRETER SERVICES	COURTS	137.50
112398	JACOBSEN, TRACY	REIMBURSE CONFERENCE EXPENSE	MUNICIPAL COURTS	288.20
112399	KAR GOR INC	CAMERA REPAIR	TRANSPORTATION MANAGEM	1,636.50
112400	KELLER SUPPLY COMPAN	DRAIN OPENER	PUBLIC SAFETY BLDG.	23.86
112401	KIM, JAMIE S. KIM, JAMIE S.	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE LEGAL - PUBLIC DEFENSE	300.00 300.00
112402	KING COUNTY VITAL	CERTIFICATE ORDER	GMA - STREET	24.00
112403	KLEMENTSEN, TORY KLEMENTSEN, TORY KLEMENTSEN, TORY	INSTRUCTOR SERVICES	RECREATION SERVICES RECREATION SERVICES RECREATION SERVICES	35.00 52.50 269.50
112404	LABOR & INDUSTRIES	EXPLOSIVES LICENSING	POLICE ADMINISTRATION	100.00
112405	LOWES HIW INC LOWES HIW INC	FACILITY SUPPLIES LUMBER	PARK & RECREATION FAC PARK & RECREATION FAC	26.32 53.42
112406	LYNN PEAVEY COMPANY	EVIDENCE SUPPLIES	POLICE PATROL	603.27
112407	MABALAY, JESSICA & R	UB 710610260000 4816 82ND PL N	WATER/SEWER OPERATION	216.48
112408	MARYSVILLE COURT	REIMBURSE BANK BAG FEES	MUNICIPAL COURTS	25.00
112409	MARYSVILLE COURT	TRANSMITTAL RECORD-6Z0151785	LEGAL - PROSECUTION	40.00
112410	MARYSVILLE FIRE DIST MARYSVILLE FIRE DIST	FIRE CONTROL/EMERGENCY AID SER	FIRE-EMS FIRE-GENL	200,667.67 610,535.83
112411	MARYSVILLE FORD	FAN ASSEMBLY AND MODULE	EQUIPMENT RENTAL	420.18
112412	MARYSVILLE PRINTING MARYSVILLE PRINTING	ENVELOPES	WATER FILTRATION PLANT FINANCE-GENL	64.37 177.29
112413	MARYSVILLE SCHOOL	MITIGATION FEES-OCT 2016	SCHOOL MIT FEES	1,817.00
112414	MARYSVILLE, CITY OF MARYSVILLE, CITY OF MARYSVILLE, CITY OF MARYSVILLE, CITY OF MARYSVILLE, CITY OF MARYSVILLE, CITY OF MARYSVILLE, CITY OF	UTILITY SERVICE-514 DELTA AVE UTILITY SERVICE-61 STATE AVE UTILITY SERVICE-1ST & STATE IR UTILITY SERVICE-7115 GROVE ST UTILITY SERVICE-7007 GROVE ST UTILITY SERVICE-514 DELTA AVE	PARK & RECREATION FAC PARK & RECREATION FAC PARK & RECREATION FAC GOLF ADMINISTRATION GOLF ADMINISTRATION PARK & RECREATION FAC	124.21 198.73 223.82 297.68 1,135.15 1,845.71
112415	MASONHOLDER,LIZABETH MASONHOLDER,LIZABETH	INSTRUCTOR SERVICES	COMMUNITY CENTER COMMUNITY CENTER	45.00 84.00
112416	MCCLUNG, MARK R.	PROFESSIONAL SERVICES	LEGAL - PUBLIC DEFENSE	474.00
112417	MCLOUGHLIN & EARDLEY MCLOUGHLIN & EARDLEY MCLOUGHLIN & EARDLEY	REFLECTORS PATROL CAR OUTFITTING EQUIPMEN	ER&R EQUIPMENT RENTAL EQUIPMENT RENTAL	222.83 529.78 529.79
112418	MELANPHY, SHEILA	UB 570672000000 2732 177TH PL	WATER/SEWER OPERATION	171.04
112419	MESSERLY, CONNIE MESSERLY, CONNIE	REIMBURSE WELLNESS EXPENSE	PERSONNEL ADMINISTRATIO PERSONNEL ADMINISTRATIO	86.33 143.07
112420	MODULAR SPACE MODULAR SPACE MODULAR SPACE	TRAILER RENTAL	WATER QUAL TREATMENT WASTE WATER TREATMENT F STORM DRAINAGE	97.99 97.99 98.00
112421	MOTOR TRUCKS	DIAGNOSE AND REPAIR #J018	EQUIPMENT RENTAL	1,453.66
112422	NAVIA BENEFIT	FLEX PLAN FEES-OCT 2016	PERSONNEL ADMINISTRATIO	66.40

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112423	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WATER QUAL TREATMENT	1,497.90
	NORTHSTAR CHEMICAL		WASTE WATER TREATMENT F	3,433.38
	NORTHSTAR CHEMICAL		WASTE WATER TREATMENT F	4,319.92
112424	NORTHWESTERN AUTO	PAINT VEHICLE #P125	EQUIPMENT RENTAL	3,229.25
112425	OFFICE DEPOT	OFFICE SUPPLIES	UTIL ADMIN	1.54
	OFFICE DEPOT		ENGR-GENL	1.54
	OFFICE DEPOT		UTIL ADMIN	3.25
	OFFICE DEPOT		ENGR-GENL	3.25
	OFFICE DEPOT		UTIL ADMIN	5.10
	OFFICE DEPOT		ENGR-GENL	5.11
	OFFICE DEPOT		POLICE INVESTIGATION	30.54
	OFFICE DEPOT		UTIL ADMIN	40.13
	OFFICE DEPOT		LEGAL - PROSECUTION	40.92
	OFFICE DEPOT		UTIL ADMIN	43.63
	OFFICE DEPOT		ENGR-GENL	53.21
	OFFICE DEPOT		POLICE PATROL	57.80
	OFFICE DEPOT		POLICE INVESTIGATION	58.58
	OFFICE DEPOT		EXECUTIVE ADMIN	61.22
	OFFICE DEPOT		ENGR-GENL	61.79
	OFFICE DEPOT		POLICE PATROL	68.07
	OFFICE DEPOT		FINANCE-GENL	80.62
	OFFICE DEPOT		FINANCE-GENL	155.44
	OFFICE DEPOT		UTIL ADMIN	165.35
	OFFICE DEPOT		ENGR-GENL	165.35
	OFFICE DEPOT		EXECUTIVE ADMIN	231.22
	OFFICE DEPOT	OFFICE CHAIRS	UTIL ADMIN	246.54
	OFFICE DEPOT		UTIL ADMIN	414.56
112426	PACIFIC POWER BATTER	CONNECTORS AND SPRAY	SEWER LIFT STATION	9.15
	PACIFIC POWER BATTER	BATTERY	WASTE WATER TREATMENT F	30.74
	PACIFIC POWER BATTER	BATTERIES	ER&R	228.59
112427	PARTS STORE, THE	RETURN WATER PUMP	EQUIPMENT RENTAL	-60.40
	PARTS STORE, THE	SENSOR	EQUIPMENT RENTAL	23.34
	PARTS STORE, THE	BELT AND PULLEY	EQUIPMENT RENTAL	51.53
	PARTS STORE, THE	WATER PUMP	EQUIPMENT RENTAL	60.40
	PARTS STORE, THE	FILTERS AND BUNGEE CORDS	ER&R	72.31
	PARTS STORE, THE	RADIATOR ASSEMBLY	EQUIPMENT RENTAL	144.70
112428	PARTSMASTER	DRILL BITS AND LED TRI-POD LIG	EQUIPMENT RENTAL	599.99
112429	PAYDIRT, LLC	ROAD PLATE	WATER DIST MAINS	217.22
	PAYDIRT, LLC		WATER DIST MAINS	369.09
112430	PEACE OF MIND	MINUTE TAKING SERVICE	CITY CLERK	96.10
112431	PETEK, MICHAEL	REIMBURSE TRAINING EXPENSE	UTIL ADMIN	29.21
112432	PETERSEN, EARL	UB 650030000000 5931 98TH ST N	WATER/SEWER OPERATION	92.65
112433	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	23.85
	PGC INTERBAY LLC		PRO-SHOP	27.79
	PGC INTERBAY LLC		MAINTENANCE	56.19
	PGC INTERBAY LLC		MAINTENANCE	203.12
	PGC INTERBAY LLC		MAINTENANCE	211.93
	PGC INTERBAY LLC		PRO-SHOP	240.00
	PGC INTERBAY LLC		MAINTENANCE	305.82
	PGC INTERBAY LLC		MAINTENANCE	502.14
	PGC INTERBAY LLC		MAINTENANCE	945.00
	PGC INTERBAY LLC		MAINTENANCE	1,106.42
	PGC INTERBAY LLC		MAINTENANCE	1,199.76
	PGC INTERBAY LLC		MAINTENANCE	1,413.90
	PGC INTERBAY LLC		MAINTENANCE	1,662.89
	PGC INTERBAY LLC		GOLF COURSE	2,274.12
	PGC INTERBAY LLC		MAINTENANCE	3,611.67

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112434	PHAM, JOSEPH	INTERPRETER SERVICES	COURTS	125.00
	PHAM, JOSEPH		COURTS	125.00
112435	PILCHUCK RENTALS	CHAINSAW OIL	PARK & RECREATION FAC	16.35
	PILCHUCK RENTALS	NAILER RENTAL	PARK & RECREATION FAC	55.64
	PILCHUCK RENTALS	OIL AND CHAINS	PARK & RECREATION FAC	175.39
	PILCHUCK RENTALS	CHAINSAWS, CUTTER KIT, CASES,	STORM DRAINAGE	758.95
112436	PINE, LARRY	UB 570703400000 2902 178TH ST	WATER/SEWER OPERATION	163.28
112437	PLATT ELECTRIC	LIFT STATION MATERIALS	WASTE WATER TREATMENT F	89.22
	PLATT ELECTRIC		WASTE WATER TREATMENT F	114.04
	PLATT ELECTRIC	SEWER REPAIR MATERIALS	SEWER MAIN COLLECTION	210.73
112438	PREMIER GOLF CENTERS	MANAGEMENT SERVICES-GOLF COURS	GOLF ADMINISTRATION	8,088.00
112439	PUBLIC SAFETY SELECT	PRE-EMPLOYMENT SCREENING	POLICE ADMINISTRATION	1,500.00
112440	PUD	ACCT #2054-2741-2	PARK & RECREATION FAC	7.16
	PUD	ACCT #2026-7070-9	STREET LIGHTING	8.18
	PUD	ACCT #2052-8364-1	STREET LIGHTING	8.56
	PUD	ACCT #2050-2647-6	STREET LIGHTING	10.42
	PUD	ACCT #2045-8436-1	STREET LIGHTING	16.25
	PUD	ACCT #2050-2647-6	STREET LIGHTING	16.29
	PUD	ACCT #2021-7786-1	PUMPING PLANT	16.96
	PUD	ACCT #2045-8436-1	STREET LIGHTING	21.55
	PUD	ACCT #2008-0070-4	STREET LIGHTING	48.41
	PUD	ACCT #2203-3923-8	TRAFFIC CONTROL DEVICES	63.28
	PUD	ACCT #2048-7913-4	TRAFFIC CONTROL DEVICES	70.18
	PUD	ACCT #2025-7611-2	STREET LIGHTING	120.82
	PUD	ACCT #2008-1280-8	PUMPING PLANT	178.26
	PUD	ACCT #2033-4458-5	STREET LIGHTING	193.83
	PUD	ACCT #2024-6155-4	SEWER LIFT STATION	358.35
	PUD	ACCT #2001-6459-8	SOURCE OF SUPPLY	645.19
	PUD	ACCT #2016-3963-0	GOLF ADMINISTRATION	987.41
	PUD	ACCT #2026-0420-3	STREET LIGHTING	1,497.44
	PUD		STREET LIGHTING	2,246.15
	PUD	ACCT #2025-7611-2	STREET LIGHTING	2,295.61
	PUD	ACCT #2028-8209-8	STREET LIGHTING	8,973.24
	PUD		STREET LIGHTING	14,035.06
112441	PUGET SOUND ENERGY	ACCT #220002768939	PUBLIC SAFETY BLDG.	12.95
	PUGET SOUND ENERGY	ACCT #200007781657	GOLF ADMINISTRATION	56.96
	PUGET SOUND ENERGY	ACCT #200024981520	COMMUNITY CENTER	89.43
	PUGET SOUND ENERGY	ACCT #2200092074345	OPERA HOUSE	95.17
	PUGET SOUND ENERGY	ACCT #200007052364	MAINT OF GENL PLANT	97.07
	PUGET SOUND ENERGY	ACCT #200023493808	ADMIN FACILITIES	147.31
	PUGET SOUND ENERGY	ACCT #200004804056	COURT FACILITIES	179.40
	PUGET SOUND ENERGY	ACCT #200013812314	MAINT OF GENL PLANT	211.49
	PUGET SOUND ENERGY	ACCT #200010703029	PUBLIC SAFETY BLDG.	480.53
112442	PUGET SOUND SECURITY	KEYS	ADMIN FACILITIES	16.20
	PUGET SOUND SECURITY	LOCKS	PARK & RECREATION FAC	23.98
	PUGET SOUND SECURITY	KEYS	PARK & RECREATION FAC	32.40
	PUGET SOUND SECURITY	CYLINDER COMBO CHANGE	SEWER MAIN COLLECTION	74.46
112443	PUGET SOUND SECURITY	SECURITY SERVICES	PROBATION	753.38
	PUGET SOUND SECURITY		MUNICIPAL COURTS	2,260.12
112444	RICOH USA, INC.	PRINTER/COPIER CHARGES	CITY CLERK	13.90
	RICOH USA, INC.		FINANCE-GENL	13.91
	RICOH USA, INC.		COMMUNITY CENTER	27.81
	RICOH USA, INC.		MUNICIPAL COURTS	39.62
	RICOH USA, INC.		PROPERTY TASK FORCE	75.04
	RICOH USA, INC.		OFFICE OPERATIONS	81.19
	RICOH USA, INC.		GENERAL SERVICES - OVERH-	87.93
	RICOH USA, INC.		ENGR-GENL	144.14

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 11/3/2016 TO 11/9/2016**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
112444	RICOH USA, INC.	PRINTER/COPIER CHARGES	POLICE INVESTIGATION	144.58
	RICOH USA, INC.		PERSONNEL ADMINISTRATIO	152.34
	RICOH USA, INC.		WASTE WATER TREATMENT F	196.18
	RICOH USA, INC.		PROBATION	212.75
	RICOH USA, INC.		POLICE PATROL	261.15
	RICOH USA, INC.		PARK & RECREATION FAC	309.44
	RICOH USA, INC.		UTIL ADMIN	378.27
	RICOH USA, INC.		COMMUNITY DEVELOPMENT-	584.80
112445	ROBBINS, TAMARA	INSTRUCTOR SERVICES	COMMUNITY CENTER	162.00
	ROBBINS, TAMARA		COMMUNITY CENTER	209.57
112446	SAFEWAY INC.	MEETING SUPPLIES	UTIL ADMIN	24.98
	SAFEWAY INC.		UTIL ADMIN	33.37
112447	SAFEWAY INC.	TRAINING/MEETING SUPPLIES	EXECUTIVE ADMIN	24.24
	SAFEWAY INC.		EXECUTIVE ADMIN	26.01
	SAFEWAY INC.		PERSONNEL ADMINISTRATIO	68.30
112448	SALCEDO, FELICIA & J	UB 751131620005 7530 54TH PL N	WATER/SEWER OPERATION	39.95
112449	SANDBLASTERS INC	SANDBLASTING	PARK & RECREATION FAC	430.00
112450	SCIENTIFIC SUPPLY	TYGON TUBING	WASTE WATER TREATMENT F	319.34
112451	SHRED-IT US	MONTHLY SHREDDING SERVICE	UTIL ADMIN	4.56
	SHRED-IT US		ENGR-GENL	4.56
	SHRED-IT US		COMMUNITY DEVELOPMENT-	4.56
	SHRED-IT US		PROBATION	16.79
	SHRED-IT US		MUNICIPAL COURTS	50.38
112452	SIMPSON SAND & GRAV	BRUSH REMOVAL	STORM DRAINAGE	72.00
	SIMPSON SAND & GRAV	HAUL DIRT	STORM DRAINAGE	105.00
	SIMPSON SAND & GRAV		STORM DRAINAGE	156.00
	SIMPSON SAND & GRAV		WATER DIST MAINS	210.00
	SIMPSON SAND & GRAV	HAUL CONCRETE AND DIRT	STORM DRAINAGE	548.00
	SIMPSON SAND & GRAV	HAUL CONCRETE	STORM DRAINAGE	720.00
	SIMPSON SAND & GRAV	HAUL DIRT	STORM DRAINAGE	1,151.00
	SIMPSON SAND & GRAV	HAUL CONCRETE	STORM DRAINAGE	3,840.00
112453	SIX ROBBLEES INC	TIRE REPAIR SUPPLIES	EQUIPMENT RENTAL	49.60
	SIX ROBBLEES INC	SOCKET	ER&R	82.48
	SIX ROBBLEES INC	TIRE REPAIR SUPPLIES	EQUIPMENT RENTAL	716.27
112454	SMOKEY POINT CONCRET	CRUSHED ROCK	STORM DRAINAGE	140.50
	SMOKEY POINT CONCRET		STORM DRAINAGE	660.44
	SMOKEY POINT CONCRET		ROADWAY MAINTENANCE	660.44
	SMOKEY POINT CONCRET		WATER DIST MAINS	660.44
112455	SMYTHE, CURRY	UB 920943000003 1218 8TH ST	WATER/SEWER OPERATION	74.31
112456	SNO CO PUBLIC WORKS	SOLID WASTE CHARGES	SOLID WASTE OPERATIONS	149,461.00
112457	SNO CO TREASURER	CRIME VICTIM/WITNESS FUNDS	CRIME VICTIM	573.87
	SNO CO TREASURER		CRIME VICTIM	1,185.51
112458	SNO CO TREASURER	INMATE HOUSING-SEPT 2016	DETENTION & CORRECTION	25,826.01
112459	SOUND SAFETY	HARD HAT CREDIT	ER&R	-202.05
	SOUND SAFETY	SHIRTS	ER&R	104.74
	SOUND SAFETY	RUBBER BOOTS-LANCE	UTIL ADMIN	116.84
	SOUND SAFETY	RAINCOATS	ER&R	126.45
	SOUND SAFETY	RUBBER BOOTS-SLATIN	UTIL ADMIN	140.32
	SOUND SAFETY	NIGHT WORK UNIFORMS	UTIL ADMIN	224.73
	SOUND SAFETY	EAR PLUGS AND SAFETY GLASSES	ER&R	228.46
	SOUND SAFETY	CLOTHING-MATTHEWS & DEAVER	TRANSPORTATION MANAGEM	255.89
	SOUND SAFETY	SWEATSHIRTS, POLOS AND TSHIRTS	ER&R	436.13
	SOUND SAFETY	RAINGEAR	ER&R	444.12
	SOUND SAFETY	HARD HATS	ER&R	529.35
	SOUND SAFETY		ER&R	529.35
112460	SOUTHERN COMPUTER	ADAPTER	EXECUTIVE ADMIN	16.85
112461	STAPLES	OFFICE SUPPLIES	PERSONNEL ADMINISTRATIO	107.28

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 11/3/2016 TO 11/9/2016**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
112461	STAPLES	OFFICE SUPPLIES	PROBATION	201.50
	STAPLES		MUNICIPAL COURTS	604.71
112462	STERLING RENTALS	OPERA HOUSE LEASE PAYMENT	OPERA HOUSE	5,035.84
112463	STOCKS, GORDON & CIN	UB 761605150000 6612 67TH DR N	WATER/SEWER OPERATION	344.04
112464	SUBURBAN PROPANE	REGULATOR	PARK & RECREATION FAC	81.28
112465	SWICK-LAFAVE, JULIE	REIMBURSE JAIL SUPPLIES	DETENTION & CORRECTION	20.73
112466	SYKES, CASSANDRA	INSTRUCTOR SERVICES	COMMUNITY CENTER	270.25
112467	TREGONING, KAREN	UB 611240000003 11905 38TH AVE	WATER/SEWER OPERATION	97.71
112468	TYLER BUSINESS FORMS	PR & AP CHECK STOCK	GENERAL FUND	-52.88
	TYLER BUSINESS FORMS	W2'S & 1099 FORMS AND ENVELOPE	GENERAL FUND	-25.60
	TYLER BUSINESS FORMS		FINANCE-GENL	306.93
	TYLER BUSINESS FORMS	PR & AP CHECK STOCK	FINANCE-GENL	633.94
112469	UNITED PARCEL SERVIC	SHIPPING EXPENSE	TRANSPORTATION MANAGEM	3.59
	UNITED PARCEL SERVIC		SEWER MAIN COLLECTION	23.25
	UNITED PARCEL SERVIC		POLICE PATROL	79.93
112470	VERIZON	AMR LINES	METER READING	236.78
112471	WA ASPHALT PAVEMENT	WAPA 2016 CONFERENCE-BENTON	ENGR-GENL	190.00
112472	WA STATE TREASURER	PUBLIC SAFETY & BLDG REVENUE	GENERAL FUND	252.00
	WA STATE TREASURER		GENERAL FUND	40,144.29
112473	WA STATE TREASURER		GENERAL FUND	85.50
	WA STATE TREASURER		GENERAL FUND	34,183.84
112474	WALTER E NELSON CO.	POLE	OPERA HOUSE	260.75
112475	WAVEDIVISION HOLDING	INTERNET SERVICES	COMPUTER SERVICES	408.00
112476	WESTERN GRAPHICS	GRAPHICS #P124	EQUIPMENT RENTAL	479.07
	WESTERN GRAPHICS	GRAPHICS #P125	EQUIPMENT RENTAL	479.07
112477	WESTERN PETERBILT	2016 REFUSE TRUCK	EQUIPMENT RENTAL	346,802.72
112478	WESTERN SYSTEMS	VACTOR NOZZLE	STORM DRAINAGE	869.13
112479	WHITE CAP CONSTRUCT	FUEL CANS AND NOZZLES	PARK & RECREATION FAC	185.45
112480	ZEE MEDICAL SERVICE	RESTOCK FIRST AID KIT	WASTE WATER TREATMENT F	211.76
112481	ZUMAR INDUSTRIES	FREIGHT CHARGES	TRANSPORTATION MANAGEM	39.96

**WARRANT TOTAL: 1,652,469.51**

**REASON FOR VOIDS:**

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

# *Index #3*



**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: November 28, 2016**

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 November 16, 2016 claims in the amount of \$489,933.43 paid by EFT transactions and Check No. 112482 through 112610 with Check No.'s 111560, 111933 & 111939 voided.**

**COUNCIL ACTION:**

**CLAIMS**  
FOR  
**PERIOD-11**

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 **\$489,933.43 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 112482 THROUGH 112610 WITH CHECK NO.'S 111560, 111933 & 111939 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 **28<sup>th</sup> DAY OF NOVEMBER 2016.**

\_\_\_\_\_  
COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 11/10/2016 TO 11/16/2016**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
112482	REVENUE, DEPT OF	SALES AND USE TAXES-OCTOBER 20	CITY CLERK	0.04
	REVENUE, DEPT OF		COMMUNITY DEVELOPMENT-	2.55
	REVENUE, DEPT OF		GMA-STREET	22.92
	REVENUE, DEPT OF		POLICE ADMINISTRATION	34.13
	REVENUE, DEPT OF		WATER/SEWER OPERATION	35.93
	REVENUE, DEPT OF		ER&R	37.76
	REVENUE, DEPT OF		RECREATION SERVICES	45.00
	REVENUE, DEPT OF		INFORMATION SERVICES	116.92
	REVENUE, DEPT OF		GOLF ADMINISTRATION	205.89
	REVENUE, DEPT OF		CITY STREETS	210.77
	REVENUE, DEPT OF		GENERAL FUND	434.87
	REVENUE, DEPT OF		GOLF COURSE	4,108.03
	REVENUE, DEPT OF		STORM DRAINAGE	9,219.80
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	34,725.16
	REVENUE, DEPT OF		UTIL ADMIN	70,053.17
112483	ADLER, KATHY	REFUND CLASS FEES	PARKS-RECREATION	45.00
112484	ADVANTAGE BUILDING S	JANITORIAL SERVICE-KBCC	COMMUNITY CENTER	350.00
	ADVANTAGE BUILDING S		COMMUNITY CENTER	350.00
112485	ALMETEK INDUSTRIES	DRAIN MARKERS AND ADHESIVE	WATER/SEWER OPERATION	-1.63
	ALMETEK INDUSTRIES		STORM DRAINAGE	274.22
112486	AMERICAN CLEANERS	DRY CLEANING-OCT 2016	OFFICE OPERATIONS	28.64
	AMERICAN CLEANERS		POLICE INVESTIGATION	58.42
	AMERICAN CLEANERS		POLICE PATROL	98.16
	AMERICAN CLEANERS		POLICE ADMINISTRATION	126.29
	AMERICAN CLEANERS		DETENTION & CORRECTION	574.73
112487	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	40.37
	ARAMARK UNIFORM		OPERA HOUSE	84.01
112488	ARCE, TAMMY & NELSON	UB 750740100000 7401 46TH PL N	WATER/SEWER OPERATION	115.34
112489	ARELLANO, JESSICA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
112490	BILLING DOCUMENT SPE	TRANSACTION FEES	UTILITY BILLING	1,270.37
	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	4,418.77
112491	BOB BARKER COMPANY	JAIL SUPPLIES	DETENTION & CORRECTION	35.26
112492	BOYD, RAE	INMATE MEDICAL CARE-OCT 2016	DETENTION & CORRECTION	1,150.00
112493	BRINDLE, AMY	REFUND CLASS FEES	PARKS-RECREATION	80.00
112494	BROCK, TINA	REIMBURSE CONFERENCE EXPENSE	CITY CLERK	49.72
112495	BSN SPORTS, INC	BASKETBALL PUMP	RECREATION SERVICES	168.18
112496	BUICK CLUB OF AMERIC	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
112497	BUTTON GEAR	BOOTS-HUDON	GENERAL SERVICES - OVERH	136.32
112498	CAMPHOUSE, HEIDI	REFUND CLASS FEES	PARKS-RECREATION	80.00
112499	CCM PROPERTY MANAGE	HYDRANT METER REFUND	WATER-UTILITIES/ENVIRONM	-13.65
	CCM PROPERTY MANAGE		WATER/SEWER OPERATION	1,150.00
112500	CITY OF MARYSVILLE	UB 922023000000 601 DELTA AVE	WATER/SEWER OPERATION	30,293.43
112501	CODE PUBLISHING	MMC ELEC UPDATE	CITY CLERK	264.57
112502	CONKLIN, MERRISA	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
112503	CONSOLIDATED PRESS	CITYSCENE NEWSLETTER NOV 2016	UTILITY BILLING	1,306.02
112504	COOP SUPPLY	NOZZLE AND SPOUTS	WATER DIST MAINS	28.33
	COOP SUPPLY	K-9 FOOD	K9 PROGRAM	172.36
112505	COSTLESS SENIOR SRVC	INMATE PRESCRIPTIONS	DETENTION & CORRECTION	517.72
112506	CRAWLEY, KIMBERLY	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
112507	CRIMINAL JUSTICE	TRAINING CREDIT GOOLSBY	POLICE TRAINING-FIREARMS	-200.00
	CRIMINAL JUSTICE	TRAINING-GOOLSBY/ELTON	POLICE TRAINING-FIREARMS	400.00
112508	CROWN FC 14, LLC	UB 781110000000 5714 61ST DR N	WATER/SEWER OPERATION	24.12
112509	CROWN, RONALD	UB 040180000001 7006 88TH PL N	WATER/SEWER OPERATION	212.01
112510	CUSTER, TIMOTHY J	UB 961320000000 1061 ALDER AVE	WATER/SEWER OPERATION	204.39
112511	DATA QUEST LLC	PRE-EMPLOYMENT SCREENING	POLICE ADMINISTRATION	25.00
112512	DAVIS, JAMES & LINDS	UB 720370000001 6818 22ND DR N	WATER/SEWER OPERATION	22.63
112513	DISCOUNTCELL INC	IPHONE CASES	GENERAL FUND	-12.07

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 11/10/2016 TO 11/16/2016**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
112513	DISCOUNTCELL INC	IPHONE CASES	DETENTION & CORRECTION	144.63
112514	DIXON, KIMBERLY	UB 983224000000 3224 81ST DR N	WATER/SEWER OPERATION	28.81
112515	DM FOODS	REFUND BUSINESS LICENSE FEES	GENL FUND BUS LIC & PERMI	65.00
112516	DONOVAN, CORRINE	REFUND CLASS FEES	PARKS-RECREATION	80.00
112517	E&E LUMBER	LANTERN AND BATTERIES	OPERA HOUSE	42.18
	E&E LUMBER	TAPE	COMMUNITY CENTER	55.23
112518	ECCOS DESIGN LLC	SITE DESIGN	PARK & RECREATION FAC	356.00
112519	ECONOMIC ALLIANCE	EASC ANNUAL INVESTMENT	NON-DEPARTMENTAL	15,000.00
112520	ELLER, KERRY	UB 651449003002 10226 61ST AVE	WATER/SEWER OPERATION	29.77
112521	ENERSPECT MEDICAL	DEFIBRILLATOR AND PADS	EXECUTIVE ADMIN	1,657.28
112522	EVERETT, CITY OF	ANIMAL CASE MP16-38928	ANIMAL CONTROL	108.30
	EVERETT, CITY OF	ANIMAL CASE MP16-46229	ANIMAL CONTROL	109.78
112523	EVERGREEN SAFETY COU	LOCKOUT/TAGOUT TRAINING	EXECUTIVE ADMIN	961.56
112524	FENTON, MARTY & SHER	UB 760153100001 7408 57TH ST N	WATER/SEWER OPERATION	86.69
112525	FERRELLGAS	PROPANE CHARGES	ROADWAY MAINTENANCE	39.97
	FERRELLGAS		TRAFFIC CONTROL DEVICES	39.98
	FERRELLGAS		WATER SERVICE INSTALL	39.98
112526	FRONTIER COMMUNICATI	PHONE CHARGES	CRIME PREVENTION	7.78
	FRONTIER COMMUNICATI		ANIMAL CONTROL	7.78
	FRONTIER COMMUNICATI		COMMUNITY CENTER	7.78
	FRONTIER COMMUNICATI		SOLID WASTE CUSTOMER EX	7.78
	FRONTIER COMMUNICATI		PURCHASING/CENTRAL STOF	7.78
	FRONTIER COMMUNICATI		CITY CLERK	15.56
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	15.56
	FRONTIER COMMUNICATI		FACILITY MAINTENANCE	15.56
	FRONTIER COMMUNICATI		YOUTH SERVICES	23.33
	FRONTIER COMMUNICATI		LEGAL-GENL	23.33
	FRONTIER COMMUNICATI		PERSONNEL ADMINISTRATIOI	23.33
	FRONTIER COMMUNICATI	ACCT #36065894930725005	POLICE INVESTIGATION	30.26
	FRONTIER COMMUNICATI		RECREATION SERVICES	30.26
	FRONTIER COMMUNICATI	PHONE CHARGES	PROPERTY TASK FORCE	31.11
	FRONTIER COMMUNICATI		STORM DRAINAGE	31.11
	FRONTIER COMMUNICATI	ACCT #36065150331108105	EXECUTIVE ADMIN	31.59
	FRONTIER COMMUNICATI	PHONE CHARGES	EXECUTIVE ADMIN	38.89
	FRONTIER COMMUNICATI		LEGAL - PROSECUTION	38.89
	FRONTIER COMMUNICATI		RECREATION SERVICES	38.89
	FRONTIER COMMUNICATI		GENERAL SERVICES - OVERH	38.89
	FRONTIER COMMUNICATI		EQUIPMENT RENTAL	38.89
	FRONTIER COMMUNICATI		FINANCE-GENL	46.67
	FRONTIER COMMUNICATI		COMPUTER SERVICES	46.67
	FRONTIER COMMUNICATI		PARK & RECREATION FAC	54.45
	FRONTIER COMMUNICATI		UTILITY BILLING	62.23
	FRONTIER COMMUNICATI		POLICE ADMINISTRATION	70.00
	FRONTIER COMMUNICATI		POLICE INVESTIGATION	70.00
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT F	70.00
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	77.78
	FRONTIER COMMUNICATI	ACCT #36065852920604075	PERSONNEL ADMINISTRATIOI	80.74
	FRONTIER COMMUNICATI	PHONE CHARGES	MUNICIPAL COURTS	93.34
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	108.89
	FRONTIER COMMUNICATI		ENGR-GENL	124.45
	FRONTIER COMMUNICATI		UTIL ADMIN	140.01
	FRONTIER COMMUNICATI		COMMUNITY DEVELOPMENT-	178.90
	FRONTIER COMMUNICATI	ACCT #36065852920604075	MUNICIPAL COURTS	236.42
	FRONTIER COMMUNICATI	PHONE CHARGES	POLICE PATROL	342.24
112527	GADWA, RON	REFUND CLASS FEES	PARKS-RECREATION	45.00
112528	GALLIWAY, RALINA		PARKS-RECREATION	30.00
112529	GALLS, LLC	UNIFORM-OBERHOLTZER	DETENTION & CORRECTION	71.28

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 11/10/2016 TO 11/16/2016**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
112529	GALLS, LLC	UNIFORM-GOOLSBY	DETENTION & CORRECTION	93.83
	GALLS, LLC	UNIFORM-WHITE, DANIEL	DETENTION & CORRECTION	248.74
	GALLS, LLC	UNIFORM-NEGRON	POLICE PATROL	480.05
	GALLS, LLC	UNIFORM-REDIGER	POLICE PATROL	480.05
112530	GARDA CL NORTHWEST	EXCESS PREMISE TIME/EXCESS LIA	GOLF ADMINISTRATION	1.98
	GARDA CL NORTHWEST		COMMUNITY DEVELOPMENT-	36.90
	GARDA CL NORTHWEST		UTIL ADMIN	36.90
	GARDA CL NORTHWEST	ARMORED TRUCK SERVICE	COMMUNITY DEVELOPMENT-	109.73
	GARDA CL NORTHWEST		UTIL ADMIN	109.73
	GARDA CL NORTHWEST		UTILITY BILLING	219.44
	GARDA CL NORTHWEST		GOLF ADMINISTRATION	220.50
	GARDA CL NORTHWEST		POLICE ADMINISTRATION	438.90
	GARDA CL NORTHWEST		MUNICIPAL COURTS	438.90
112531	GIGGLES ENTERTAINMEN	INSTRUCTOR SERVICES	RECREATION SERVICES	126.00
112532	GOLDMAN, JEFF	REIMBURSE POLYGRAPH ASSOCIATIO	POLICE ADMINISTRATION	150.00
112533	GOVCONNECTION INC	PRINTER	EQUIPMENT RENTAL	109.05
112534	GRAHAM, DON & KIM	UB 800416600000 6503 57TH DR N	WATER/SEWER OPERATION	583.44
112535	GROUP HEALTH	IMMUNIZATIONS	EXECUTIVE ADMIN	331.00
112536	GUY, KRISTIE	REIMBURSE AWC MEMBER EXPO EXPE	PERSONNEL ADMINISTRATIOI	349.57
112537	GUY, KRISTIE	REFUND CLASS FEES	PARKS-RECREATION	33.00
	GUY, KRISTIE		PARKS-RECREATION	36.00
112538	GYURKOVICS, SANDRA	REIMBURSE TROUBLESHOOTING CC E	NON-BUS LICENSES AND PEF	4.00
112539	HABIB, M HABIB	UB 761709300000 7020 67TH ST N	WATER/SEWER OPERATION	346.65
112540	HARRISS, MINDY	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
112541	HENLEY WA 17 LLC	UB 601390000000 12106 38TH AVE	WATER/SEWER OPERATION	175.00
112542	HIMALAYA HOMES-RENTA	UB 241590120000 5633 105TH PL	WATER/SEWER OPERATION	30.05
112543	HIMALAYA HOMES-RENTA	UB 986341420000 6341 42ND ST N	WATER/SEWER OPERATION	189.57
112544	JOHNSON, NATASHA	UB 651449270000 10300 59TH DR	WATER/SEWER OPERATION	226.14
112545	JUDD & BLACK	MICROWAVE	POLICE PATROL	236.75
112546	KAY, TRAVIS & JESSIC	UB 849000386001 6402 83RD PL N	WATER/SEWER OPERATION	72.88
112547	KCDA PURCHASING	WHITEBOARD EASEL	RECREATION SERVICES	122.04
112548	KIELAND, BRONWYN	REIMBURSE TRAVEL EXPENSE	POLICE INVESTIGATION	174.94
112549	KING, ANGELA	INSTRUCTOR SERVICES	RECREATION SERVICES	144.00
	KING, ANGELA		RECREATION SERVICES	282.00
	KING, ANGELA		RECREATION SERVICES	294.00
112550	LAKESIDE INDUSTRIES	ASPAHLT	ROADWAY MAINTENANCE	519.72
	LAKESIDE INDUSTRIES		WATER DIST MAINS	519.73
112551	LANGHAUSER, MICHAEL	UB 932520000002 1523 6TH ST	WATER/SEWER OPERATION	140.31
112552	LARUE, ANNE & JON	UB 985290000006 5029 SUNNYSIDE	WATER/SEWER OPERATION	30.39
112553	LENTZ, KRISTI A	UB 570703705001 2820 176TH ST	WATER/SEWER OPERATION	186.33
112554	LEWIS, YVETTE & ALVI	UB 751159225001 5501 79TH AVE	WATER/SEWER OPERATION	208.67
112555	LOWES HIW INC	BULB AUGERS	ROADSIDE VEGETATION	31.05
	LOWES HIW INC	MULTI DRIVE AND MR LONG ARM	WASTE WATER TREATMENT F	46.62
	LOWES HIW INC	TOTES, SMALL TOOLS AND BUCKETS	SEWER PRETREATMENT	312.78
112556	LYNN PEAVEY COMPANY	EVIDENCE SUPPLIES	POLICE PATROL	238.11
112557	MAINHART, JONATHAN &	UB 090565000000 9026 49TH DR N	WATER/SEWER OPERATION	11.20
112558	MALUNAY, STEPHANIE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
112559	MANEVAL, NATALIE		GENERAL FUND	100.00
112560	MARYSVILLE FIRE	CPR CLASS	EXECUTIVE ADMIN	226.08
112561	MARYSVILLE, CITY OF	UTILITY SERVICE-3RD & STATE	PARK & RECREATION FAC	22.22
	MARYSVILLE, CITY OF	UTILITY SERVICE-60 STATE AVE	MAINT OF GENL PLANT	28.22
	MARYSVILLE, CITY OF	UTILITY SERVICE-1049 STATE AVE	ADMIN FACILITIES	70.53
	MARYSVILLE, CITY OF	UTILITY SERVICE-1326 1ST ST #B	STORM DRAINAGE	105.05
	MARYSVILLE, CITY OF	UTILITY SERVICE-1050 COLUMBIA	PARK & RECREATION FAC	116.17
	MARYSVILLE, CITY OF	UTILITY SERVICE-1049 STATE AVE	ADMIN FACILITIES	133.25
	MARYSVILLE, CITY OF	UTILITY SERVICE-601 DELTA AVE	NON-DEPARTMENTAL	144.39
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AV	MAINT OF GENL PLANT	195.13

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 11/10/2016 TO 11/16/2016**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
112561	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AV	ROADWAY MAINTENANCE	221.64
	MARYSVILLE, CITY OF	UTILITY SERVICE-10118 STATE AV	GMA - STREET	297.81
	MARYSVILLE, CITY OF	UTILITY SERVICE-514 DELTA AVE	COMMUNITY CENTER	647.48
	MARYSVILLE, CITY OF	UTILITY SERVICE-1049 STATE AVE	ADMIN FACILITIES	763.24
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AV	EQUIPMENT RENTAL	788.68
	MARYSVILLE, CITY OF	UTILITY SERVICE-1015 STATE AVE	COURT FACILITIES	997.02
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AV	WASTE WATER TREATMENT F	1,146.30
	MARYSVILLE, CITY OF		WASTE WATER TREATMENT F	1,796.69
	MARYSVILLE, CITY OF		MAINT OF GENL PLANT	2,862.26
112562	MCDONALD, KEVIN D	HEARING EXAMINER SERVICES	COMMUNITY DEVELOPMENT-	2,211.58
112563	MECKLEY, SEAN H	MARYSVILLE FOR THE HOLIDAYS PE	COMMUNITY EVENTS	500.00
112564	MENNIE, CONNIE	REIMBURSE MEETING EXPENSE	EXECUTIVE ADMIN	143.07
112565	MILLESS, TRACY	REFUND CLASS FEES	PARKS-RECREATION	45.00
112566	MOBILEGUARD, INC.	TEXT MESSAGE ARCHIVING	ANIMAL CONTROL	6.55
	MOBILEGUARD, INC.		RECREATION SERVICES	6.55
	MOBILEGUARD, INC.		GENERAL SERVICES - OVER-	6.55
	MOBILEGUARD, INC.		FACILITY MAINTENANCE	6.55
	MOBILEGUARD, INC.		LEGAL - PROSECUTION	19.65
	MOBILEGUARD, INC.		PROPERTY TASK FORCE	19.65
	MOBILEGUARD, INC.		PARK & RECREATION FAC	19.65
	MOBILEGUARD, INC.		EXECUTIVE ADMIN	26.20
	MOBILEGUARD, INC.		YOUTH SERVICES	26.20
	MOBILEGUARD, INC.		STORM DRAINAGE	26.20
	MOBILEGUARD, INC.		POLICE INVESTIGATION	45.85
	MOBILEGUARD, INC.		WASTE WATER TREATMENT F	45.85
	MOBILEGUARD, INC.		DETENTION & CORRECTION	72.05
	MOBILEGUARD, INC.		UTIL ADMIN	72.05
	MOBILEGUARD, INC.		POLICE ADMINISTRATION	85.15
	MOBILEGUARD, INC.		COMPUTER SERVICES	92.20
	MOBILEGUARD, INC.		POLICE PATROL	275.10
112567	MOON, JAMES	UB 850480000001 8001 59TH AVE	WATER/SEWER OPERATION	250.00
112568	MULLIGAN, CAROL	REIMBURSE MILEAGE	COMMUNITY DEVELOPMENT-	11.03
112569	NGEP, NAREY	REFUND CLASS FEES	PARKS-RECREATION	70.00
112570	NINA & BRIAN BOSHART	UB 751159253001 5607 79TH AVE	WATER/SEWER OPERATION	37.84
112571	OFFICE DEPOT	OFFICE SUPPLIES	POLICE INVESTIGATION	21.75
	OFFICE DEPOT		POLICE INVESTIGATION	32.34
	OFFICE DEPOT		DETENTION & CORRECTION	70.02
	OFFICE DEPOT		POLICE INVESTIGATION	101.45
	OFFICE DEPOT		POLICE PATROL	105.67
	OFFICE DEPOT		OFFICE OPERATIONS	152.41
	OFFICE DEPOT		POLICE PATROL	183.37
	OFFICE DEPOT	CUPS	DETENTION & CORRECTION	676.59
112572	OLSON, REGINE	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
112573	OPALKO, ANDRIY	UB 821500000001 6731 64TH DR N	WATER/SEWER OPERATION	29.09
112574	PACIFIC POWER BATTER	BATTERY	COMPUTER SERVICES	17.97
112575	PACLAB	SCREENING	POLICE PATROL	15.50
112576	PARISH, SUZETTE	REFUND CLASS FEES	PARKS-RECREATION	70.00
112577	PAYMENTUS	TRANSACTION FEES	UTILITY BILLING	14,449.57
112578	PEACE OF MIND	MINUTE TAKING SERVICE	COMMUNITY DEVELOPMENT-	170.50
112579	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	13.08
	PGC INTERBAY LLC		PRO-SHOP	41.32
	PGC INTERBAY LLC		PRO-SHOP	44.48
	PGC INTERBAY LLC		MAINTENANCE	44.48
	PGC INTERBAY LLC		PRO-SHOP	86.31
	PGC INTERBAY LLC		MAINTENANCE	105.71
	PGC INTERBAY LLC		PRO-SHOP	108.78
	PGC INTERBAY LLC		MAINTENANCE	125.00

**CITY OF MARYSVILLE  
 INVOICE LIST**

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
112579	PGC INTERBAY LLC	GOLF COURSE PAYROLL	MAINTENANCE	155.80
	PGC INTERBAY LLC		MAINTENANCE	164.97
	PGC INTERBAY LLC		MAINTENANCE	246.42
	PGC INTERBAY LLC		PRO-SHOP	255.71
	PGC INTERBAY LLC		PRO-SHOP	350.50
	PGC INTERBAY LLC		MAINTENANCE	673.99
	PGC INTERBAY LLC		PRO-SHOP	4,760.16
	PGC INTERBAY LLC		MAINTENANCE	8,617.89
112580	PHAM, THANH	UB 037820000000 7820 85TH ST N	WATER/SEWER OPERATION	22.52
112581	POSTAL SERVICE	POSTAGE	POLICE ADMINISTRATION	2,500.00
112582	PUD	ACCT #2011-4209-8	PARK & RECREATION FAC	7.57
	PUD	ACCT #2042-6262-0	TRAFFIC CONTROL DEVICES	15.58
	PUD	ACCT #2054-8182-3	GOLF ADMINISTRATION	16.14
	PUD	ACCT #2042-6034-3	TRAFFIC CONTROL DEVICES	16.70
	PUD	ACCT #2005-0161-7	TRANSPORTATION MANAGEM	23.49
	PUD	ACCT #2200-2050-7	STREET LIGHTING	29.49
	PUD	ACCT #2011-4215-5	TRANSPORTATION MANAGEM	34.29
	PUD	ACCT #2022-9424-5	SEWER LIFT STATION	41.79
	PUD	ACCT #2000-6146-3	PARK & RECREATION FAC	42.80
	PUD	ACCT #2035-0002-0	STREET LIGHTING	45.61
	PUD	ACCT #2048-2969-1	STREET LIGHTING	49.04
	PUD	ACCT #2039-9634-3	STREET LIGHTING	54.94
	PUD	ACCT #2006-6043-9	STREET LIGHTING	57.05
	PUD	ACCT #2021-8367-9	TRANSPORTATION MANAGEM	80.23
	PUD	ACCT #2032-9121-6	GENERAL SERVICES - OVERF	119.83
	PUD	ACCT #2200-2051-1	STREET LIGHTING	302.65
	PUD	ACCT #2000-2187-1	COURT FACILITIES	1,095.87
	PUD	ACCT #2016-1747-9	ADMIN FACILITIES	1,213.87
	PUD	ACCT #2010-9896-9	PUMPING PLANT	1,844.98
112583	SAGEL, ERNEST	UB 461490000000 14603 TIMBERBR	WATER/SEWER OPERATION	27.10
112584	SCHMEKEL, MERCEDES*	UB 040552920000 6619 94TH ST N	WATER/SEWER OPERATION	131.61
112585	SHRED-IT US	MONTHLY SHREDDING SERVICE	LEGAL - PROSECUTION	11.19
	SHRED-IT US		EXECUTIVE ADMIN	11.20
112586	SNO CO FINANCE	800 MHZ PRINCIPAL & INTEREST	REET I - POLICE	7,789.28
	SNO CO FINANCE		REET I - POLICE	72,661.68
112587	SNO CO TREASURER	INMATE MEDICAL	DETENTION & CORRECTION	242.19
112588	SOUND SAFETY	GLOVES	DETENTION & CORRECTION	477.04
112589	STAPLES	OFFICE SUPPLIES	COMMUNITY DEVELOPMENT-	26.17
	STAPLES		PARK & RECREATION FAC	32.49
	STAPLES	OFFICE CHAIRS	PARK & RECREATION FAC	196.36
	STAPLES	OFFICE SUPPLIES	EXECUTIVE ADMIN	217.38
	STAPLES		COMMUNITY DEVELOPMENT-	392.49
112590	STATE PATROL	BACKGROUND CHECKS-OCT 2016	PERSONNEL ADMINISTRATIO	336.00
112591	STEWART, STEPHANIE	REFUND CLASS FEES	PARKS-RECREATION	40.00
	STEWART, STEPHANIE		PARKS-RECREATION	50.00
112592	STRABECK, STEVE	UB 791280000000 6401 60TH PL N	GARBAGE	23.79
	STRABECK, STEVE		WATER/SEWER OPERATION	86.85
112593	STRATEGIES 360	PROFESSIONAL SERVICES	GENERAL SERVICES - OVERF	1,050.00
	STRATEGIES 360		WASTE WATER TREATMENT F	1,050.00
	STRATEGIES 360		UTIL ADMIN	1,400.00
112594	SVOBODA, ERIC	UB 848638820000 8638 82ND ST N	WATER/SEWER OPERATION	196.24
112595	SWICK-LAFAVE, JULIE	REIMBURSE JAIL SUPPLY EXPENSE	DETENTION & CORRECTION	78.51
112596	TENDENCIA, ALMA	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
112597	THE TORRY FUND LLC	UB 941260000003 1256 BEACH AVE	WATER/SEWER OPERATION	95.05
112598	THORSEN, EVELYN	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
112599	TUCKER, TOM	REFUND RENTAL FEES	PARKS-RECREATION	65.00
	TUCKER, TOM	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 11/10/2016 TO 11/16/2016**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
112600	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	16.18
112601	WASTE MANAGEMENT	YARDWASTE/RECYCLE SERVICE	RECYCLING OPERATION	119,301.16
112602	WEBCHECK	WEBCHECK SERVICES-OCT 2016	UTILITY BILLING	1,767.42
112603	WEED GRAAFSTRA	LEGAL SERVICE	GMA - STREET	803.44
	WEED GRAAFSTRA		LEGAL-GENL	940.50
	WEED GRAAFSTRA		UTIL ADMIN	940.50
	WEED GRAAFSTRA		GMA - STREET	6,026.75
	WEED GRAAFSTRA		GMA - STREET	7,162.10
112604	WELCH, STEVE C	UB 271260000000 12600 54TH AVE	WATER/SEWER OPERATION	47.54
112605	WELLS, TERRY	UB 986730000000 6730 38TH PL N	WATER/SEWER OPERATION	213.38
112606	WESTERN FACILITIES	JAIL SUPPLIES	DETENTION & CORRECTION	74.62
	WESTERN FACILITIES		DETENTION & CORRECTION	324.86
112607	WETZEL, BARB	REFUND CLASS FEES	PARKS-RECREATION	36.00
112608	WILKINS, KRISTY	UB 235027119000 5027 119TH ST	WATER/SEWER OPERATION	137.73
112609	WRIGHT, DONNA	REIMBURSE MILEAGE	CITY COUNCIL	25.16
112610	YAKIMA COUNTY DOC	INMATE HOUSING-OCT 2016	DETENTION & CORRECTION	17,283.86

**WARRANT TOTAL: 491,131.96**

CHECK #111560	CHECK LOST	(174.94)
CHECK #111933	INITIATOR ERROR	(995.00)
CHECK #111939	INITIATOR ERROR	(28.59)

**489,933.43**

**REASON FOR VOIDS:**

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



# *Index #4*

## CITY OF MARYSVILLE

### EXECUTIVE SUMMARY FOR ACTION

**CITY COUNCIL MEETING DATE: November 28, 2016**

AGENDA ITEM: PA 16011 – WSDOT ROW Annexation	AGENDA SECTION: Public Hearing	
PREPARED BY: Chris Holland, Planning Manager	APPROVED BY:	
ATTACHMENTS: 1. PC Recommendation, dated 10.25.16 2. PC Minutes, dated 10.25.16 3. DRAFT – Annexation Notice of Intent	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

**DESCRIPTION:**

The WSDOT ROW Annexation is approximately 70.9-acres in size and is contiguous to Marysville city limits along the north, east and west boundaries. The annexation follows an irregular boundary, generally encompassing WSDOT Interstate 5 and SR 529 ROW, north of Steamboat Slough and south of Ebey Slough.

The Planning Commission (PC) held a duly advertised public hearing on October 25, 2016 to consider pre-zoning the properties located within the CMA consistent with the Marysville Comprehensive Plan. Attached hereto is the Planning Commission Recommendation, dated 10.25.16, Planning Commission Minutes, dated 10.25.16, recommending Marysville City Council pre-zone the properties located within the WSDOT ROW Annexation as General Industrial (GI), consistent with the Marysville Comprehensive Plan.

Pursuant to RCW 35A.14 when a municipality intends to establish zoning regulations concurrently upon annexation, the legislative body is required to hold a minimum of two (2) public hearings held a minimum of 30-days apart. The first public hearing is scheduled on Monday, November 28, 2016 and the second is scheduled on Monday, January 9, 2017.

RECOMMENDED ACTION: Receive testimony from the public, subsequent to final action at a second public hearing scheduled on January 9, 2017.
COUNCIL ACTION:



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

## PC Recommendation - WSDOT ROW Annexation Pre-Zoning

The Planning Commission of the City of Marysville, having held a public hearing on October 25, 2016, to consider pre-zoning properties located within the WSDOT ROW Annexation consistent with the Marysville Comprehensive Plan Land Use Map with an implementing zoning designation of General Industrial (GI), and having considered the exhibits and testimony presented, does hereby enter the following findings, conclusions and recommendation for consideration by Marysville City Council:

### FINDINGS:

1. The Planning Commission held a public work session to consider pre-zoning properties located within the WSDOT ROW Annexation consistent with the Marysville Comprehensive Plan Land Use Map with an implementing zoning designation of General Industrial (GI) on October 11, 2016.
2. The Community Development Department issued Addendum No. 25 to the Final Environmental Impact Statement for the City of Marysville Comprehensive Plan for the NON-PROJECT action pre-zoning of properties consistent with the Marysville Comprehensive Plan, on October 18, 2016, in accordance with WAC 197-11-625. No additional significant impacts beyond those identified in the FEIS are expected to occur with pre-zoning properties consistent with the Marysville Comprehensive Plan.
3. The Planning Commission held a duly-advertised public hearing on October 25, 2016 to consider pre-zoning properties located within the WSDOT ROW Annexation consistent with the Marysville Comprehensive Plan Land Use Map with an implementing zoning designation of General Industrial (GI).
4. No public comments were received in advance of the public hearing.

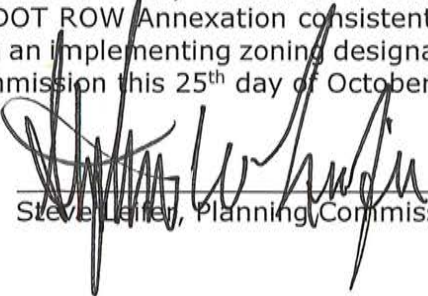
### CONCLUSION:

At the public hearing, the Planning Commission recommended pre-zoning properties located within the WSDOT ROW Annexation consistent with the Marysville Comprehensive Plan Land Use Map with an implementing zoning designation of General Industrial (GI), as reflected in the Planning Commission Minutes, dated October 25, 2016, attached hereto as **Exhibit A**, and depicted on the zoning map attached hereto as **Exhibit B**.

### RECOMMENDATION:

Forwarded to City Council as a Recommendation of pre-zoning properties located within the WSDOT ROW Annexation consistent with the Marysville Comprehensive Plan Land Use Map with an implementing zoning designation of General Industrial (GI), by the Marysville Planning Commission this 25<sup>th</sup> day of October, 2016.

By:

  
 Steve Leifer, Planning Commission Chair

# PLANNING COMMISSION



# MINUTES

October 25, 2016

7:00 p.m.

City Hall

## CALL TO ORDER

Chair Leifer called the October 25, 2016 meeting to order at 7:00 p.m. noting the excused absence of Commissioners Andes and Thetford. He noted that Commissioner Richards had informed them he would be arriving late.

## Roll Call

**Chairman:** Steve Leifer

**Commissioners:** Roger Hoen, Kay Smith, Brandon Whitaker, Kelly Richards<sup>1</sup>

**Staff:** Planning Manager Chris Holland, Community Development Director Dave Koenig

**Absent:** Jerry Andes, Tom Thetford

## APPROVAL OF MINUTES

October 11, 2016

**Motion** made by Commissioner Hoen, seconded by Commissioner Whitaker, to approve the October 11 Meeting Minutes.

Chair Leifer referred to page 3, the first full paragraph, and noted that the second *Lake Stevens* in the first sentence should be corrected to **Lakewood**.

**Motion** passed unanimously (4-0) to approve the minutes as corrected.

## AUDIENCE PARTICIPATION

None

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<sup>1</sup> Commissioner Richards arrived at 7:15 p.m. and left at 8:20 p.m. due to family obligations.



## PUBLIC HEARING

### WSDOT ROW Annexation –Pre-Zone

Chair Leifer opened the hearing at 7:03 p.m. and noted there was no one in the audience. Planning Manager Holland commented that they had received no comments on this item. He stated that staff was seeking a recommendation of approval for the Council.

Commissioner Hoen asked if there were any residences involved in this. Planning Manager Holland replied that there were not.

Public Comment – None

**Motion** made by Commissioner Hoen, seconded by Commissioner Whitaker, to forward this to the City Council with a recommendation for approval. **Motion** passed unanimously (4-0).

The public hearing was closed at 7:06 p.m.

## OLD BUSINESS

### Lakewood Neighborhood Master Plan

Planning Manager Holland commented that the City received a letter today from Bailey, Duskin, and Peiffle regarding the estate of Margaret Hanson. He stated that there are some misconceptions in the comments and noted he has not had a chance to speak to these people yet. There is no overlay within the plan. It just talks about how the areas could function based on proposed developments. Any mixed use zone within the Lakewood area has the same rules and requirements for development as anything along 172<sup>nd</sup> including the Hanson estate. The City is not applying any additional regulations to this property. Any project action would be subject to the Design Guidelines based on the type of use. He clarified that there is nothing in the plan that is more stringent on the Hanson property than any other mixed use parcel in the area. He stated he would be following up with a letter to representatives of this estate explaining that.

Chair Leifer asked how the “Lakewood Community Overlay” verbiage in the Plan might have played into this misunderstanding. Planning Manager Holland explained it just highlights the assets of the area and identifies what *could* happen in the area, not necessarily what *will* happen. Chair Leifer asked if there is any intent to somehow make that area different than the rest of the areas zoned mixed use in the zone from I-5 to 19<sup>th</sup>. Planning Manager Holland replied there is not. He stated that he thinks a simple conversation with the estate will clear up this matter.

Chair Leifer asked about the other letter. Planning Manager Holland stated there was a pre-application today for the Sayani property. As part of the pre-application review, staff



met with them regarding future road alignments. Based on that, they wanted to submit something via email quickly for the Planning Commission's consideration about financing those road improvements. They are not contesting the connectivity; they are just concerned about the cost and would rather participate in some kind of an LID. They also had concerns about the sewer. Planning Manager Holland said he encouraged them to meet with their neighbors to discuss this so they might be able to come to an agreement about how to finance these improvements. He explained to them that the Plan itself is not a financing document. He also informed them that amendments to the Transportation Element will be made to include the arterials within the Lakewood Neighborhood to be on the traffic impact fee calculation. This could result in the possibility of land dedication for right of way that can be credited against traffic impact fees.

Chair Leifer recommended staff talking with the owners of the Hanson property before the Planning Commission takes any action. He commented that the letter regarding the Sayani property had also been received and noted.

Chair Leifer asked if the Level of Service in that area could be problematic for some of the development they are trying to improve the roads for. Planning Manager Holland explained that right now it isn't, but that could change as future development occurs. The acceptable Level of Service of 172<sup>nd</sup> is Level of Service D. Chair Leifer asked how this might impact development in that area. Planning Manager Holland replied that would be up to the traffic engineers to determine. If a development would impact any intersections to a Level of Service that's unacceptable then they need to propose improvements to bring it up to an acceptable Level of Service. Community Development Director Koenig explained that the City could also look at the interchange in anticipation of it being built and factor that into a conditional approval.

Planning Manager Holland presented the Draft Design Guidelines and solicited comments from the Planning Commission. He explained this expands on what is currently in place for the City. The overlay area encourages adaptive reuse of existing building over time to maintain a rural crossroad character. It requires buildings orient to the human-scale local streets. It provides for Pedestrian-Oriented Public Areas Designations, including commercial areas and streets, trails and parks. It requires high-quality common open space for new multi-family development. It requires comfortable pedestrian routes that connect to a Lakewood-wide "active transportation" network.

Commissioner Richards asked if this could open things up for more crime. Planning Manager Holland noted that could be, but more eyes in an area also acts as a deterrent. This also allows police to drive by and be able to see what is going on.

He continued to explain that the guidelines would require commercial buildings to provide a well-defined streetscape; pedestrian oriented facades; weather protection over building entries; pedestrian sidewalks required between parking lots and storefronts; smaller builder elements near the entries of large buildings in order to maintain a human scale; façade modulation and articulation; and detail elements. It



would build on the existing character and would require an active ground floor on specific street sections.

Chair Leifer commented these seem like a regurgitation of what was developed for downtown. Planning Manager Holland agreed that the design regulations expand upon the East Sunnyside-Whiskey Ridge, and Downtown Design Guidelines.

Chair Leifer referred to the letter regarding the estate of Margaret Hanson where they expressed concern about the guidelines being modified at the discretion of the Community Development Director. He asked what the likelihood is of that happening. Planning Manager Holland explained that they would all be reviewed administratively, and no one wants it to go to a design review board.

Director Koenig explained that the discretion of the Community Development Director allows for some flexibility to modify and try different things when it makes more sense. Chair Leifer referred to the letter from Sayani and asked if they would be required to stub sewers through their property so they can be continued on to the north. Director Koenig replied they would look at that and see where the sewer should be and what would be needed for that development. If there are increased costs, such as increased sewer size or water size, those would be credited to their fees.

Planning Manager Holland reviewed the Draft Vehicular Network Map for the Lakewood Neighborhood Master Plan. He noted that these are all concepts, and it really will depend on the development that happens. He also reviewed the Land Technologies Road Connection Proposal, the Leifer Road Connection Proposal, and the Andes Road Connection Proposals

Chair Leifer referred to the Lakewood "Triangle" and noted it allows for sort of a beltway concept with the opportunity to make some lateral connections. He agrees with the idea that all the traffic will be hitting the roundabout at 19<sup>th</sup> and come down the right-of-way along the railroad if they're not going to the shopping center. He also thinks that the people coming south on 23<sup>rd</sup> are going to get off on 19<sup>th</sup> and head down the railroad if they want to get on the freeway or go to over the overpass. Planning Manager Holland replied that the residential people would not be likely to go west to go south. They would just head south. These residential people would mainly be coming from the Wakefield and Vintage complexes. Chair Leifer discussed how he sees potential traffic patterns of drivers and commented that he feels 23<sup>rd</sup> Avenue would be redundant. He also stated that the confluence of the railroad right-of-way arterial and 23<sup>rd</sup> down by the lower end of the property by the mobile home park would create kind of a choke point. He asked if staff has taken a closer look at how that would be resolved. Planning Manager Holland replied that it is likely to be a roundabout at that location.

Chair Leifer summarized that he would be supportive of this road plan if there was a designation on the section south of 169<sup>th</sup> on 23<sup>rd</sup> to allow access to the property owners there on the basis of a collector arterial based on what he thinks will actually happen with that section of road. He agrees that Wakefield and that development will use it, but doesn't think that is a big number of trips in a day relative to what an arterial can carry.

Planning Manager Holland referred to section 4.1.3 which states that specific alignments have not been identified for the planned collector roads. Alignments will be defined as part of future corridor studies or as adjacent properties are developed. Some of the other planned collector roads also may be classified as arterials in the future depending on specific design and access requirements at the time the corridor is developed. Chair Leifer commented that this would allow for the concept of local access. Planning Manager Holland agreed. Planning Manager Holland commented that this is the kind of language he would like to put in the plan. Chair Leifer commented that he thinks the arterial going down the railroad would probably be a minor or a primary arterial. Planning Manager Holland thought it could carry quite a bit of traffic, but it definitely needs to be looked at.

Chair Leifer commented that when you're going north on 30<sup>th</sup> Avenue NE with a truck and trailer, it's impossible to get around the corner without going into the other lane. This is the reason he proposed his initial plan to connect there in order to provide a greater width.

There was consensus to hold a hearing for the Capital Facilities Plans for the school districts on November 9.

## **CITY COUNCIL AGENDA ITEMS AND MINUTES**

### **ADJOURNMENT**

**Motion** made by Commissioner Smith, seconded by Commissioner Whitaker, to adjourn the meeting at 8:31 p.m. **Motion** passed unanimously.

**NEXT MEETING** – November 9

  
Chris Holland, Planning Manager for  
Laurie Hugdahl, Recording Secretary



# NOTICE OF INTENTION COVER SHEET

SNOHOMISH COUNTY BOUNDARY REVIEW BOARD  
ADMINISTRATIVE EAST BUILDING  
3000 ROCKEFELLER, M/S 409  
EVERETT, WASHINGTON 98201

CITIES AND TOWNS

AS REQUIRED BY RCW 36.93, A NOTICE OF INTENTION IS HEREBY SUBMITTED FOR PROPOSED ANNEXATION/INCORPORATION TOWN/CITY OF Marysville, A Code City.

PROCEEDINGS WERE INTINATED UNDER AUTHORITY OF RCW 35A.14.

- BY: (X) PETITION METHOD: 100% ASSESSED VALUE OF LAND OWNED BY PETITION SIGNERS.  
 \_\_\_\_\_ % OF ASSESSED VALUE OWNED BY PETITION SIGNERS.
- () ELECTION METHOD: N/A NUMBER OF VOTES CAST AT LAST ELECTION IN AREAS TO BE ANNEXED OR INCORPORATED.  
 \_\_\_\_\_ % OF ABOVE FIGURE REPRESENTED BY SIGNERS
- () RESOLUTION FOR ELECTION BY CITY WITH NO PETITION

IS ASSUMPTION OF EXISTING INDEBTEDNESS TO BE REQUIRED? YES  
 WILL SIMULTANEOUS ADOPTION OF COMPREHENSIVE PLAN BE REQUIRED? YES  
 WILL ANNEXATION INCLUDE ANNEXATION OF, OR ASSUMPTION OF, OR CONTROL OF ALL OR PART OF A WATER, SEWER, OR FIRE PROTECTION DISTRICT? NO  
 IF SO, WHICH DISTRICTS N/A

NAME EACH GOVERNMENTAL UNIT HAVING JURISDICTION WITHIN THE BOUNDARIES OF THE PROPOSAL:

THE FOLLOWING OTHER PERSONS (ATTORNEYS, ETC. SHALL RECEIVE COMMUNICATION REGARDING PROPOSAL):

Snohomish County  
Snohomish County PUD No. 1  
Marysville School District No. 25

\_\_\_\_\_  
 \_\_\_\_\_

SIGNATURES ON PETITION: 100%  
 RESIDENCES IN AREA: N/A (Right-of-Way)  
 POPULATION OF AREA: N/A (Right-of-Way)  
 ACREAGE: 70.9-acres

ASSESSED VALUATION: \$600  
 TOPOGRAPHY: Relatively Flat  
 BOUNDARIES: Generally encompassing WSDOT Interstate 5 and SR 529 ROW, north of Steamboat Slough and south of Ebey Slough

PRESENT  
 SEWERS N/A (Right-of-Way)  
 WATER N/A (Right-of-Way)  
 ROADS WSDOT Interstate 5, SR 529  
 FIRE DISTRICT Marysville Fire District No. 12  
 POLICE Snohomish County  
 GROWTH POTENTIAL N/A (Right-of-Way)

PROPOSED  
N/A (Right-of-Way)  
N/A (Right-of-Way)  
WSDOT Interstate 5, SR 529  
Marysville Fire District No. 12  
City of Marysville  
N/A (Right-of-Way)

ATTACHMENTS: Vicinity Map, Comprehensive Plan Map, Legal Description, Certificate of Sufficiency, City Council Resolution, \$50.00 Fee.

PETITIONER: Chris Holland  
80 Columbia Avenue  
Marysville, WA 98270  
(360) 363-8207

INITIATOR: City of Marysville  
 REP. SIGNATURE: \_\_\_\_\_  
**Chris Holland**

FILE NO. \_\_\_\_\_ FILED EFFECTIVELY THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

BY BOUDARY REVIEW BOARD CHIEF CLERK: \_\_\_\_\_.

## II. BACKGROUND/MAPS

### **EXHIBIT A - Description**

The WSDOT ROW Annexation follows an irregular boundary, generally encompassing WSDOT Interstate 5 and SR 529 ROW, north of Steamboat Slough and south of Ebey Slough, being a portion of the Northwest Quarter AND the Southwest Quarter of Section 33, Township 30 North, Range 5 East, WM (see attached annexation boundary map).

The annexation boundary encompasses approximately 70.9-acres, and is contiguous to Marysville city limits along the north, east and west boundaries.

Per RCW 35A.01.040, the Snohomish County Assessor's Office has reviewed the petitions and has submitted a Certificate of Sufficiency verifying that the value of signed petitions represents 100% of the assessed value of the annexation area.

In accordance with the State Growth Management Act, Snohomish County established an Urban Growth Area (UGA) for the Marysville area on July 22, 1995. The proposed annexation is located within the UGA boundary and fills in a puzzle piece of Marysville's urban growth area which is currently unincorporated Snohomish County and is surrounded 95% by Marysville corporate limits.

Snohomish County's GMA Comprehensive Plan – Future Land Use Map designates the area as a Cadastral Easement. The City of Marysville's 2015 Comprehensive Plan map designates the area General Industrial. It is the City's intention to prezone the property at the time of annexation to be consistent with the City's Comprehensive Plan designation with an implementing zone of GI (general industrial).

**EXHIBIT B – LEGAL DESCRIPTION**

**I-5 ANNEXATION  
(March, 2016)  
Legal Description**

Those portions of the Northwest Quarter AND the Southwest Quarter of Section 33, Township 30 North, Range 5 East, WM, described as follows:

Commencing at the southwest corner of said Section 33; thence easterly, along the south line of said Section 33, to the westerly right-of-way line of S.R. 529 (Plan PSH No. 1, S.R. 5, Snohomish River to Marysville, Sheets 6 and 7 of 15, dated January 3, 1962, Revised 11/26/71), being the true point of beginning, also being the southeast corner of Parcels B, C, and D of City of Marysville Ordinance No. 817, effective date 5/18/1974; thence North 9 degrees 41 minutes East, along the easterly line of said Ordinance NO. 817 and along said right-of-way line parallel with the centerline of said S.R. 529, to a point 50 feet distant westerly, when measured at right angles from the centerline at Highway Station 40+50 (all Highway Engineer's Stations to be hereinafter referred to as "Station"); thence northwesterly 10 feet to a point, when measured at right angles, 60 feet distant from said Station 40+50; thence North 9 degrees 41 minutes east 191.4 feet, more or less, parallel with said centerline to a point 60 feet westerly, when measured at right angles to Station 38+58.6; thence westerly to a point 50 feet distant, when measured at right angles and/or radial from Station "D" 0+00 P.C. (= 38+58.6 P.O.T. Existing Road, 19.0 foot offset); thence northwesterly and concentric with said centerline "D", 285.6 feet, more or less, to a point 50 feet distant westerly, when measured at right angles and/or radial from Station "D" 3+01.4 P.T. to a point of intersection with a line projecting westerly and at right angles with Station "A" = 0+00 T.S.; thence westerly along said projecting line to a point 16 feet distant from the easterly right-of-way line of the Burlington Northern Santa Fe Railroad; thence northeasterly, parallel with said Railroad right-of-way line, to a point of intersection with the westerly right-of-way line of P.S.H. No. 1, lying 150 feet distant, when measured at right angles from survey centerline "L"; thence North 21 degrees 24 minutes West, parallel with said centerline, to the north line of the South Half of the Northwest Quarter of said Section 33, also being the northeast corner of Parcels B, C and D, of said Ordinance No. 817, also being the south line of City of Marysville Ordinance No. 193, effective date 3/08/1915;

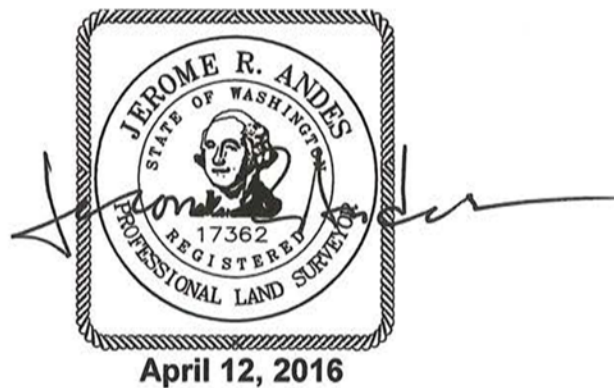
I-5 ANNEXATION  
PAGE 2

thence easterly, along said north line and along the south line of said Ordinance No. 193, to the easterly right-of-way line of P.S.H. No. 1, lying 150 feet distant easterly from and parallel with the centerline survey of said Highway, Snohomish River to Marysville, designated as "L" Line, also being the northwest corner of Parcel E of said Ordinance No. 817; thence South 21 degrees 24 minutes East (Plan PSH No. 1, S.R. 5, Snohomish River to Marysville, Sheet 7 of 15, dated January 3, 1962, Revised 11/26/71) to the north right-of-way line of the access to Old P. S.H. No. 1, said right-of-way being 50 feet distant and parallel with the centerline survey "D" Line of said Old P.S.H. No. 1, to the most southerly angle point of Parcel E of said Ordinance No. 817; thence North 35 degrees 55 minutes East 81.7 feet, more or less, to a point 50 feet northwesterly when measured at right angles to and/or radial from "D" Line Survey at Highway Engineer's Station "D" 18+65.9 P.C.; thence northeasterly 77.4 feet, more or less, to a point 50 feet distant northwesterly when measured at right angles and/or radial from Station "D" 19+47.6 P.T.; thence North 32 degrees 23 minutes 30 seconds East, along the right-of-way line of Old P.S.H. No.1, to the north line of the South Half of the Northwest Quarter of said Section 33, being the northeast corner of Parcel E of said Ordinance No. 817, also being the northeasterly bank of Ebey Slough; thence southeasterly, along said northeasterly bank, being the southwesterly line of City of Marysville Ordinance No. 541, effective date 5/15/1965, to the easterly right-of-way line of Old Primary State Highway No.1, being 50 feet southeasterly of, as measured at right angles to and parallel with, the centerline of said Road; thence South 32 degrees 23 minutes 30 seconds West, along the westerly line of Parcel A of said Ordinance No. 817 and along said right-of-way line, to a point 50 feet distant when measured at right angles and/or radial from "B" Line at Station "B" 20+49.3 P.T. (=19+72.0, Old P.S.H. No. 1); thence southwesterly to a point 50 feet distant when measured radial from "B2" Line at station "B2" 33+71.38 P.T.; thence southeasterly 25 feet to a point distant 75 feet when measured radial from said Station "B2" 33+71.38 P.T.; thence southerly, along the easterly right-of way line, being 75 feet easterly from and parallel with said 'B2" Line, to a point distant 75 feet when measured radial from said "B2" Line at station "B2" 17+00; thence southerly to a point distant 125 feet southeasterly when measured at right angles and/or radial from "B2" line Station "B2" 16+26.88 P.C.;

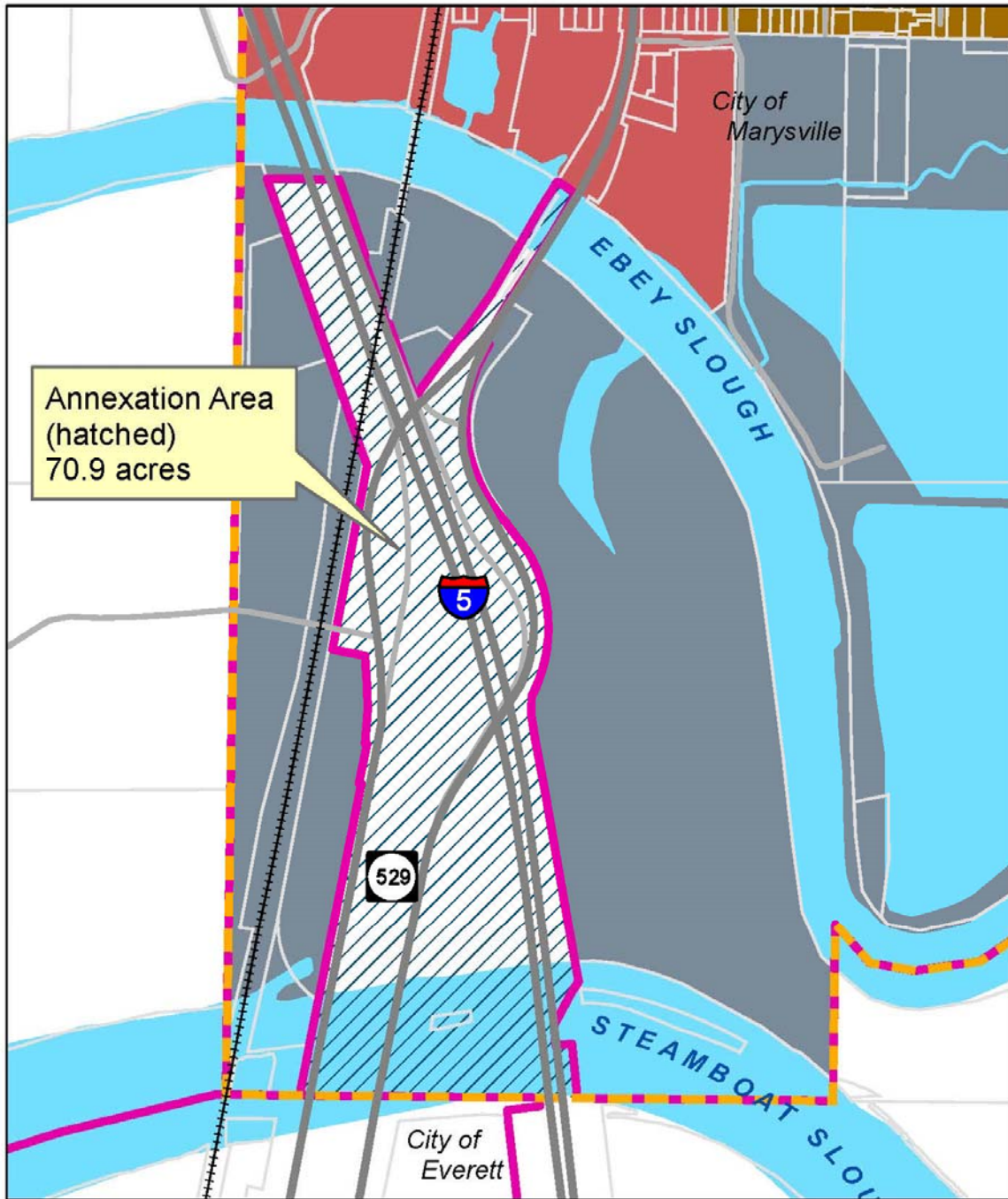


I-5 ANNEXATION  
PAGE 3

thence southerly to a point 155 feet distant easterly when measured radial from the centerline survey of Primary State Highway No. 1 (Plan P.S.H. 1, S.R. 5, Snohomish River to Marysville, Sheets 6 and 7 of 15, dated January 3, 1962, Revised 11/26/71), at Station 505+00; thence southerly to a point 180 feet distant when measured at right angles from said centerline at Station 500+00; thence southerly, parallel with said centerline to a point 180 feet distant when measured at right angles from said centerline at Station 498+50; thence southwesterly to a point 75 feet distant easterly when measured at right angles from said centerline at Station 497+00; thence southerly, parallel with said centerline to a point 75 feet distant when measured at right angles from said centerline at Station 496+12; thence easterly 75 feet to a point distant 150 feet when measured at right angles from said Station 496+12; thence southerly, parallel with said centerline, to the south line of the Southwest Quarter of said Section 33, also being the southwest corner of Parcel A of said Ordinance No. 817; thence westerly, along the south line of the Southwest Quarter of said Section 33, to the true point of beginning.



**EXHIBIT C – MAPS** (annexation boundary)

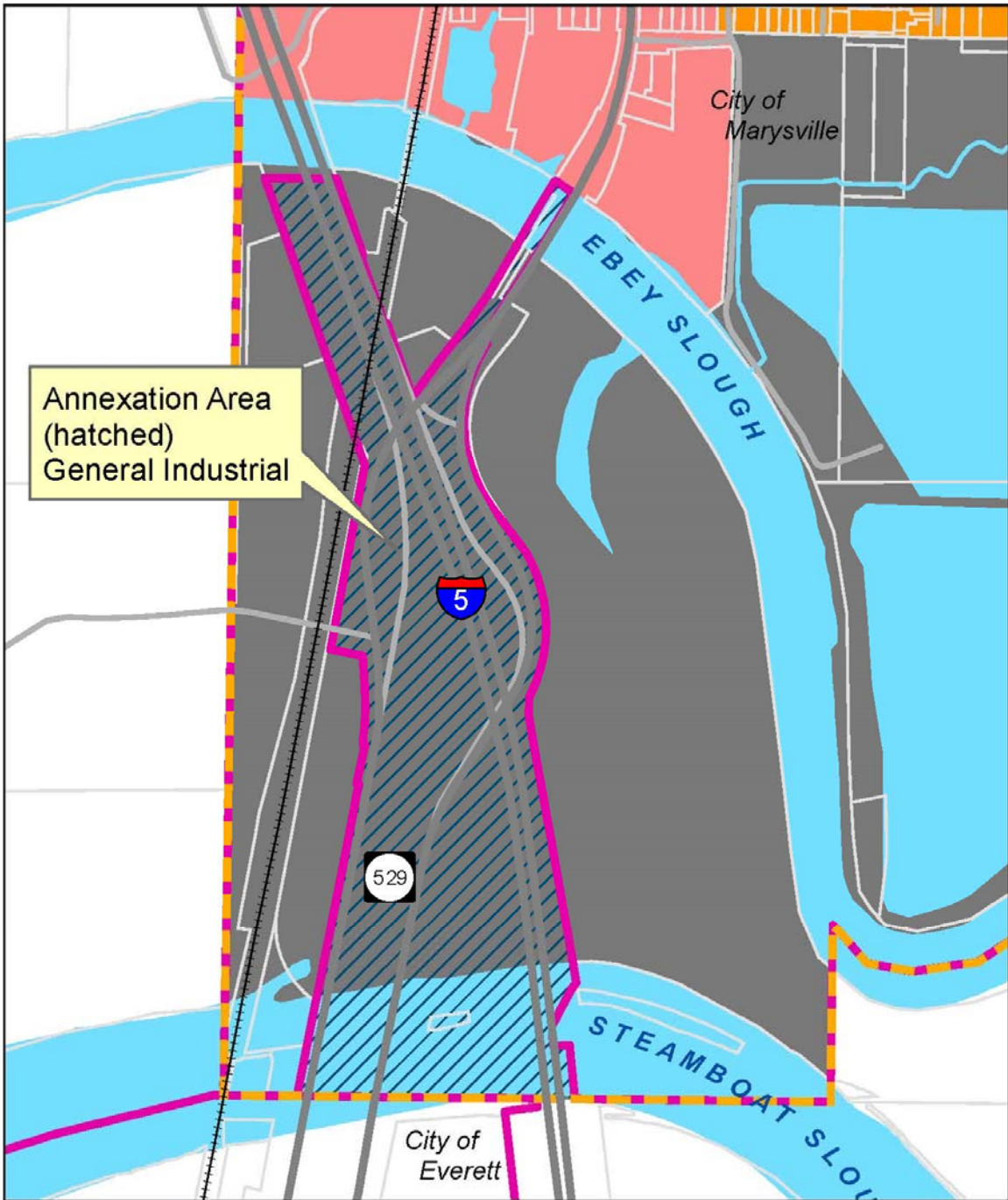


**WSDOT ROW Annexation**

3/1/2016

- |   |  |
|---|--|
|  Downtown Commercial     |  Urban Growth Area            |
|  General Industrial      |  Marysville city limits       |
|  R18 Multi-Family Medium |  Annexation area - 70.9 acres |

EXHIBIT C – MAPS (Zoning)



**WSDOT ROW Annexation - Zoning**

7/8/2016

- Downtown Commercial
- General Industrial
- R18 Multi-Family Medium
- Urban Growth Area
- Marysville city limits
- Annexation area - 70.9 acres

**EXHIBIT D – RESOLUTION**













## III. PETITION/CERTIFICATION

## EXHIBIT E – PETITIONS


**PROPERTY OWNERS PETITION FOR ANNEXATION  
TO THE CITY OF MARYSVILLE, WASHINGTON**

**TO:** City Council of the City of Marysville  
1049 State Avenue  
Marysville, WA 98270

**WE THE UNDERSIGNED**, being the **OWNERS of not less than 60% in value**, according to the assessed valuation for general taxation, of the real property described on **EXHIBIT A** attached hereto or any portion thereof, lying contiguous to the City of Marysville, Washington, do hereby petition that such territory be annexed to and made a part of the City of Marysville, Washington under the provisions of RCW 35A.14, et seq., and any amendment thereto, of the State of Washington.

The territory proposed to be annexed is within Snohomish County, Washington and is described on **EXHIBIT A** attached hereto and depicted on **EXHIBIT B**, a diagram which outlines the boundaries of the property sought to be annexed, further attached hereto.

**WHEREFORE**, the undersigned respectfully petition the Honorable City Council of the City of Marysville and ask:

1. That appropriate action be taken to entertain this petition, fixing a date for public hearing, causing notice to be published and posted specifying the time and place of such hearing, and inviting all persons interested to appear and voice approval or disapproval of such annexation; and
2. That the following such hearing, and subsequent to approval by the Snohomish County Boundary Review Board, if such is convened, the City Council determine by ordinance that such annexation shall be effective; and that property so annexed shall become a part of the City of Marysville, Washington subject to its laws and ordinances then and thereafter in force, including a Comprehensive Plan to become effective upon annexation if the same is provided pursuant to RCW 35.13.178.
3. That the zoning for the area proposed for annexation be amended consistent with the City's Comprehensive Plan and that said zoning be implemented and effective upon annexation.

**THE PETITIONERS HERETO AGREE:** ". . . that all property within the territory hereby sought to be annexed shall be assessed and taxed at the same rate and at the same basis as property within the City of Marysville for any outstanding indebtedness of said City, including assessments or taxes in payment of any bonds issued or debts contracted prior to or existing at the time of annexation," in accordance with the requirements of the City Council of the City of Marysville.

These pages are a group of pages containing an identical text and prayer intended by the signers of this Petition to be presented and considered as one Petition and may be filed with other pages containing additional signatures which cumulatively may be considered as a single Petition.

**WARNING: EVERY PERSON WHO SIGNS THIS PETITION WITH ANY OTHER THAN HIS OR HER TRUE NAME, OR WHO KNOWINGLY SIGNS MORE THAN ONE OF THESE PETITIONS, OR SIGNS A PETITION SEEKING AN ELECTION WHEN HE OR SHE IS NOT A LEGAL VOTER, OR SIGNS A PETITION WHEN HE OR SHE IS OTHERWISE NOT QUALIFIED TO SIGN, OR WHO MAKES HEREIN ANY FALSE STATEMENT, SHALL BE GUILTY OF A MISDEMEANOR.**

**PRAYER OF PETITION:**

1. Annexation of area described in **EXHIBIT A** and depicted in **EXHIBIT B**; and
2. Assumption of indebtedness of the City of Marysville; and
3. Adoption of the City of Marysville Comprehensive Plan for the subject area; and
4. Adoption of zoning consistent with the City of Marysville Comprehensive Plan, depicted by **EXHIBIT C**.

**MINUTES FROM CITY COUNCIL MEETING:** June 13, 2016 City Council Regular Meeting Minutes

**Consent Item No. 10:**

Consider Approval of the Annexation Boundary for Circulation of the 60% Petition, and the Annexation Boundary should be Subject to the City's Bonded Indebtedness, Comprehensive Plan and Zoning


**Motion** made by Councilmember Wright, seconded by Councilmember Toyer, to approve Consent Agenda items 4-12, 17, and 18. **Motion** passed unanimously (6-0).

**INSTRUCTIONS TO SIGNERS AND VOLUNTEER SOLICITORS**

1. Sign your name as you sign on legal documents. Married women sign "Mary D. Jones," not "Mrs. John D. Jones."
2. **Only PROPERTY OWNERS should sign.**
3. The signature of a record owner, as determined by the records of the county auditor, shall be sufficient without the signature of his or her spouse.
4. In the case of mortgaged property, the signature of the mortgagor shall be sufficient, without the signature of his or her spouse.
5. In the case of property purchased on contract, the signature of the contract purchaser, as shown by the records of the county auditor, shall be deemed sufficient, without the signature of his or her spouse.
6. Any officer of a corporation owning land within the area involved who is duly authorized to execute deeds or encumbrances on behalf of the corporation, may sign on behalf of such corporation, and shall attach to the petition a certified excerpt from the bylaws of such corporation showing such authority.
7. When property stands in the name of a deceased person or any person for whom a guardian has been appointed, the signature of the executor, administrator, or guardian, as the case may be, shall be equivalent to the signature of the owner of the property; and
8. When a parcel of property is owned by multiple owners, the signature of an owner designated by the multiple owners is sufficient.

Please submit this 'Petition for Annexation to the City of Marysville, Washington' to the City of Marysville Community Development Department located at 80 Columbia Avenue, Marysville, WA 98270 for formal processing.

If you have any questions regarding this document or a question regarding annexations, please contact Chris Holland, Planning Manager, at 360.363.8207 or by e-mail at [cholland@marysvillewa.gov](mailto:cholland@marysvillewa.gov).

	PROPERTY OWNERS SIGNATURE	PRINTED NAME	ADDRESS	PHONE NUMBER	PARCEL NUMBER	DATE SIGNED
1.		Kris Wright Whitehorse Ventures, LLC	2810 34 <sup>th</sup> Street Everett, WA 98201	425.259.5115	30053300300400	
2.						Oct. 3, 2016

**EXHIBIT A – Perimeter Legal Description;**  
**EXHIBIT B – Annexation Boundary Map, and**  
**EXHIBIT C – Zoning Map, attached hereto**

## EXHIBIT A

### I-5 ANNEXATION (March, 2016) Legal Description

Those portions of the Northwest Quarter AND the Southwest Quarter of Section 33, Township 30 North, Range 5 East, WM, described as follows:

Commencing at the southwest corner of said Section 33; thence easterly, along the south line of said Section 33, to the westerly right-of-way line of S.R. 529 (Plan PSH No. 1, S.R. 5, Snohomish River to Marysville, Sheets 6 and 7 of 15, dated January 3, 1962, Revised 11/26/71), being the true point of beginning, also being the southeast corner of Parcels B, C, and D of City of Marysville Ordinance No. 817, effective date 5/18/1974; thence North 9 degrees 41 minutes East, along the easterly line of said Ordinance NO. 817 and along said right-of-way line parallel with the centerline of said S.R. 529, to a point 50 feet distant westerly, when measured at right angles from the centerline at Highway Station 40+50 (all Highway Engineer's Stations to be hereinafter referred to as "Station"); thence northwesterly 10 feet to a point, when measured at right angles, 60 feet distant from said Station 40+50; thence North 9 degrees 41 minutes east 191.4 feet, more or less, parallel with said centerline to a point 60 feet westerly, when measured at right angles to Station 38+58.6; thence westerly to a point 50 feet distant, when measured at right angles and/or radial from Station "D" 0+00 P.C. (= 38+58.6 P.O.T. Existing Road, 19.0 foot offset); thence northwesterly and concentric with said centerline "D", 285.6 feet, more or less, to a point 50 feet distant westerly, when measured at right angles and/or radial from Station "D" 3+01.4 P.T. to a point of intersection with a line projecting westerly and at right angles with Station "A" = 0+00 T.S.; thence westerly along said projecting line to a point 16 feet distant from the easterly right-of-way line of the Burlington Northern Santa Fe Railroad; thence northeasterly, parallel with said Railroad right-of-way line, to a point of intersection with the westerly right-of-way line of P.S.H. No. 1, lying 150 feet distant, when measured at right angles from survey centerline "L"; thence North 21 degrees 24 minutes West, parallel with said centerline, to the north line of the South Half of the Northwest Quarter of said Section 33, also being the northeast corner of Parcels B, C and D, of said Ordinance No. 817, also being the south line of City of Marysville Ordinance No. 193, effective date 3/08/1915;



**EXHIBIT A**

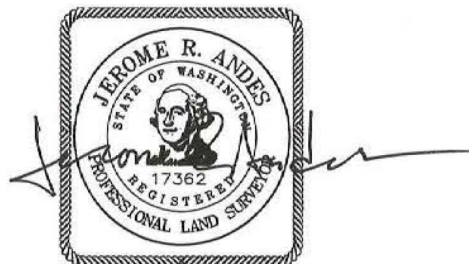
I-5 ANNEXATION  
PAGE 2

thence easterly, along said north line and along the south line of said Ordinance No. 193, to the easterly right-of-way line of P.S.H. No. 1, lying 150 feet distant easterly from and parallel with the centerline survey of said Highway, Snohomish River to Marysville, designated as "L" Line, also being the northwest corner of Parcel E of said Ordinance No. 817; thence South 21 degrees 24 minutes East (Plan PSH No. 1, S.R. 5, Snohomish River to Marysville, Sheet 7 of 15, dated January 3, 1962, Revised 11/26/71) to the north right-of-way line of the access to Old P. S.H. No. 1, said right-of-way being 50 feet distant and parallel with the centerline survey "D" Line of said Old P.S.H. No. 1, to the most southerly angle point of Parcel E of said Ordinance No. 817; thence North 35 degrees 55 minutes East 81.7 feet, more or less, to a point 50 feet northwesterly when measured at right angles to and/or radial from "D" Line Survey at Highway Engineer's Station "D" 18+65.9 P.C.; thence northeasterly 77.4 feet, more or less, to a point 50 feet distant northwesterly when measured at right angles and/or radial from Station "D" 19+47.6 P.T.; thence North 32 degrees 23 minutes 30 seconds East, along the right-of-way line of Old P.S.H. No. 1, to the north line of the South Half of the Northwest Quarter of said Section 33, being the northeast corner of Parcel E of said Ordinance No. 817, also being the northeasterly bank of Ebey Slough; thence southeasterly, along said northeasterly bank, being the southwesterly line of City of Marysville Ordinance No. 541, effective date 5/15/1965, to the easterly right-of-way line of Old Primary State Highway No. 1, being 50 feet southeasterly of, as measured at right angles to and parallel with, the centerline of said Road; thence South 32 degrees 23 minutes 30 seconds West, along the westerly line of Parcel A of said Ordinance No. 817 and along said right-of-way line, to a point 50 feet distant when measured at right angles and/or radial from "B" Line at Station "B" 20+49.3 P.T. (=19+72.0, Old P.S.H. No. 1); thence southwesterly to a point 50 feet distant when measured radial from "B2" Line at station "B2" 33+71.38 P.T.; thence southeasterly 25 feet to a point distant 75 feet when measured radial from said Station "B2" 33+71.38 P.T.; thence southerly, along the easterly right-of-way line, being 75 feet easterly from and parallel with said "B2" Line, to a point distant 75 feet when measured radial from said "B2" Line at station "B2" 17+00; thence southerly to a point distant 125 feet southeasterly when measured at right angles and/or radial from "B2" line Station "B2" 16+26.88 P.C.;

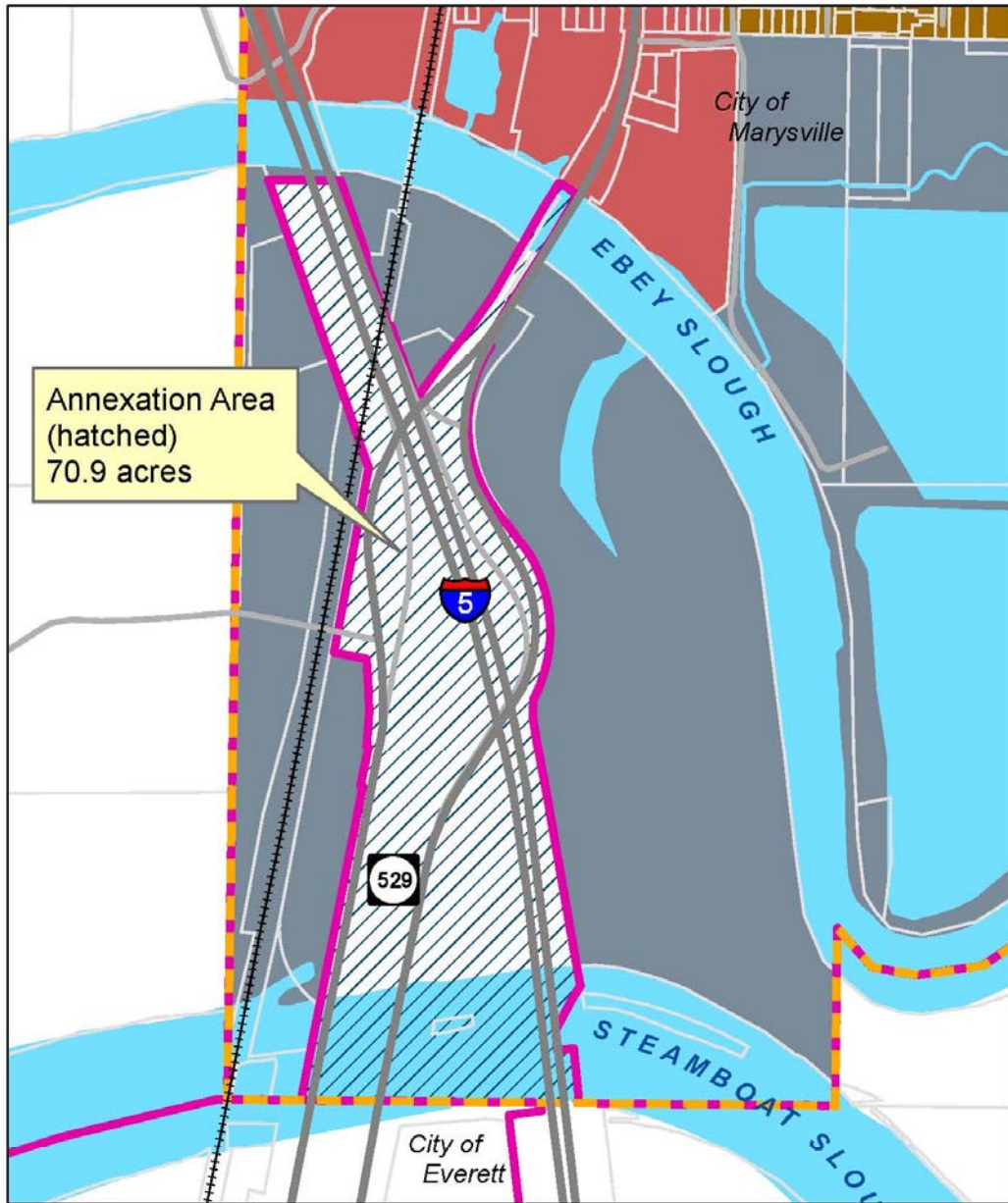
**EXHIBIT A**

I-5 ANNEXATION  
PAGE 3

thence southerly to a point 155 feet distant easterly when measured radial from the centerline survey of Primary State Highway No. 1 (Plan P.S.H. 1, S.R. 5, Snohomish River to Marysville, Sheets 6 and 7 of 15, dated January 3, 1962, Revised 11/26/71), at Station 505+00; thence southerly to a point 180 feet distant when measured at right angles from said centerline at Station 500+00; thence southerly, parallel with said centerline to a point 180 feet distant when measured at right angles from said centerline at Station 498+50; thence southwesterly to a point 75 feet distant easterly when measured at right angles from said centerline at Station 497+00; thence southerly, parallel with said centerline to a point 75 feet distant when measured at right angles from said centerline at Station 496+12; thence easterly 75 feet to a point distant 150 feet when measured at right angles from said Station 496+12; thence southerly, parallel with said centerline, to the south line of the Southwest Quarter of said Section 33, also being the southwest corner of Parcel A of said Ordinance No. 817; thence westerly, along the south line of the Southwest Quarter of said Section 33, to the true point of beginning.



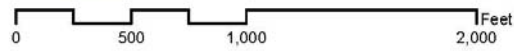
**April 12, 2016**



### WSDOT ROW Annexation

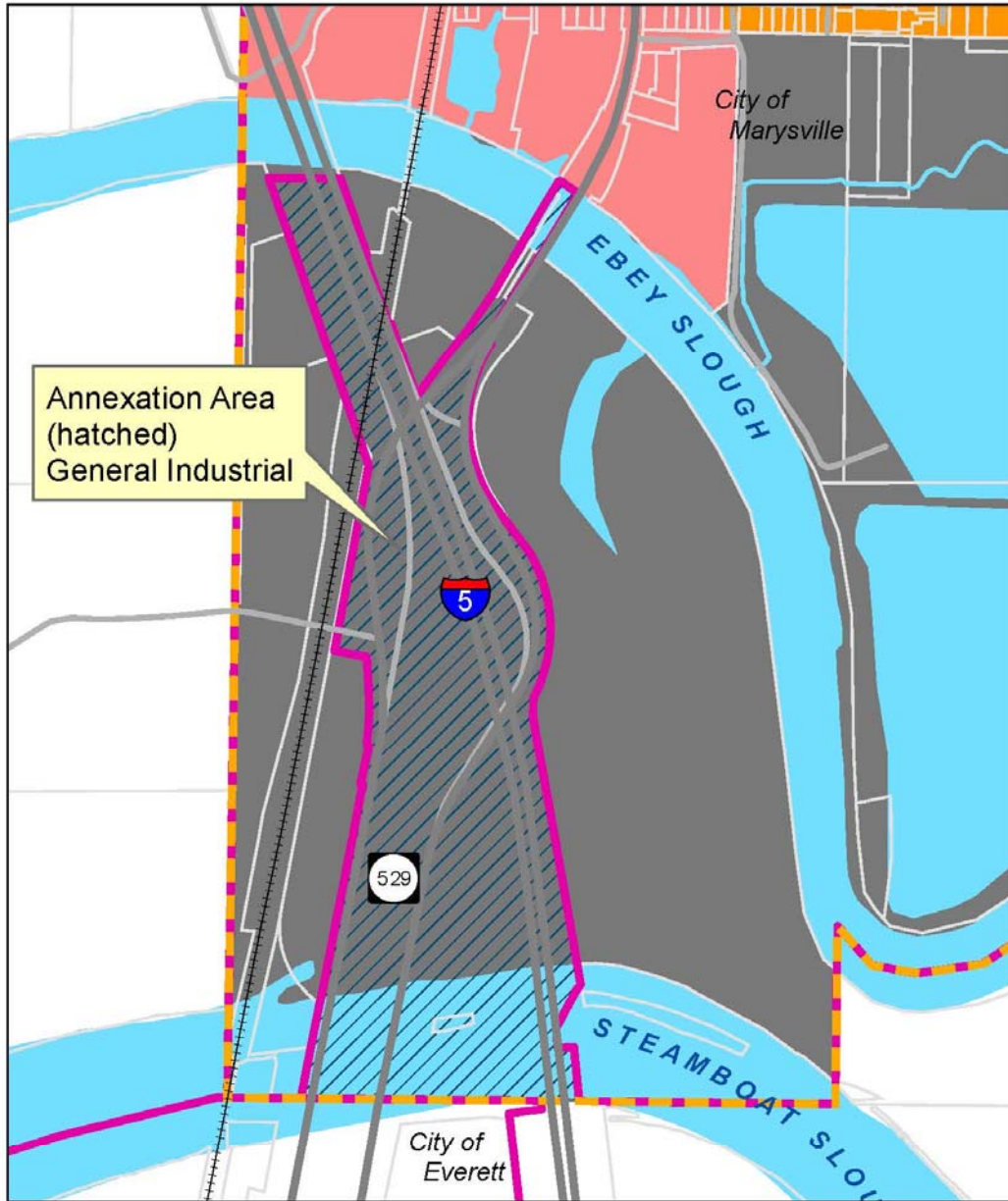
3/1/2016

- Downtown Commercial
- General Industrial
- R18 Multi-Family Medium
- Urban Growth Area
- Marysville city limits
- Annexation area - 70.9 acres



**EXHIBIT B**





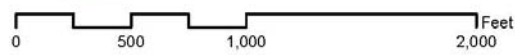
Annexation Area  
(hatched)  
General Industrial



**WSDOT ROW Annexation - Zoning**

7/8/2016

- Downtown Commercial
- General Industrial
- R18 Multi-Family Medium
- Urban Growth Area
- Marysville city limits
- Annexation area - 70.9 acres



**EXHIBIT C**



**PROPERTY OWNERS PETITION FOR ANNEXATION  
TO THE CITY OF MARYSVILLE, WASHINGTON**

**TO:** City Council of the City of Marysville  
1049 State Avenue  
Marysville, WA 98270

**WE THE UNDERSIGNED**, being the **OWNERS of not less than 60% in value**, according to the assessed valuation for general taxation, of the real property described on **EXHIBIT A** attached hereto or any portion thereof, lying contiguous to the City of Marysville, Washington, do hereby petition that such territory be annexed to and made a part of the City of Marysville, Washington under the provisions of RCW 35A.14, et seq., and any amendment thereto, of the State of Washington.

The territory proposed to be annexed is within Snohomish County, Washington and is described on **EXHIBIT A** attached hereto and depicted on **EXHIBIT B**, a diagram which outlines the boundaries of the property sought to be annexed, further attached hereto.

**WHEREFORE**, the undersigned respectfully petition the Honorable City Council of the City of Marysville and ask:

1. That appropriate action be taken to entertain this petition, fixing a date for public hearing, causing notice to be published and posted specifying the time and place of such hearing, and inviting all persons interested to appear and voice approval or disapproval of such annexation; and
2. That the following such hearing, and subsequent to approval by the Snohomish County Boundary Review Board, if such is convened, the City Council determine by ordinance that such annexation shall be effective; and that property so annexed shall become a part of the City of Marysville, Washington subject to its laws and ordinances then and thereafter in force, including a Comprehensive Plan to become effective upon annexation if the same is provided pursuant to RCW 35.13.178.
3. That the zoning for the area proposed for annexation be amended consistent with the City's Comprehensive Plan and that said zoning be implemented and effective upon annexation.

**THE PETITIONERS HERETO AGREE:** "... that all property within the territory hereby sought to be annexed shall be assessed and taxed at the same rate and at the same basis as property within the City of Marysville for any outstanding indebtedness of said City, including assessments or taxes in payment of any bonds issued or debts contracted prior to or existing at the time of annexation," in accordance with the requirements of the City Council of the City of Marysville.

These pages are a group of pages containing an identical text and prayer intended by the signers of this Petition to be presented and considered as one Petition and may be filed with other pages containing additional signatures which cumulatively may be considered as a single Petition.

**WARNING: EVERY PERSON WHO SIGNS THIS PETITION WITH ANY OTHER THAN HIS OR HER TRUE NAME, OR WHO KNOWINGLY SIGNS MORE THAN ONE OF THESE PETITIONS, OR SIGNS A PETITION SEEKING AN ELECTION WHEN HE OR SHE IS NOT A LEGAL VOTER, OR SIGNS A PETITION WHEN HE OR SHE IS OTHERWISE NOT QUALIFIED TO SIGN, OR WHO MAKES HEREIN ANY FALSE STATEMENT, SHALL BE GUILTY OF A MISDEMEANOR.**

**PRAYER OF PETITION:**

1. Annexation of area described in **EXHIBIT A** and depicted in **EXHIBIT B**; and
2. Assumption of indebtedness of the City of Marysville; and
3. Adoption of the City of Marysville Comprehensive Plan for the subject area; and
4. Adoption of zoning consistent with the City of Marysville Comprehensive Plan, depicted by **EXHIBIT C**.

**MINUTES FROM CITY COUNCIL MEETING:**

**Consent Item No. 10:**

Consider Approval of the Annexation Boundary for Circulation of the 60% Petition, and the Annexation Boundary should be Subject to the City's Bonded Indebtedness, Comprehensive Plan and Zoning

**Motion** made by Councilmember Wright, seconded by Councilmember Toyer, to approve Consent Agenda items 4-12, 17, and 18. **Motion** passed unanimously (6-0).

**INSTRUCTIONS TO SIGNERS AND VOLUNTEER SOLICITORS**

1. Sign your name as you sign on legal documents. Married women sign "Mary D. Jones," not "Mrs. John D. Jones."
2. **Only PROPERTY OWNERS should sign.**
3. The signature of a record owner, as determined by the records of the county auditor, shall be sufficient without the signature of his or her spouse.
4. In the case of mortgaged property, the signature of the mortgagor shall be sufficient, without the signature of his or her spouse.
5. In the case of property purchased on contract, the signature of the contract purchaser, as shown by the records of the county auditor, shall be deemed sufficient, without the signature of his or her spouse.
6. Any officer of a corporation owning land within the area involved who is duly authorized to execute deeds or encumbrances on behalf of the corporation, may sign on behalf of such corporation, and shall attach to the petition a certified excerpt from the bylaws of such corporation showing such authority.
7. When property stands in the name of a deceased person or any person for whom a guardian has been appointed, the signature of the executor, administrator, or guardian, as the case may be, shall be equivalent to the signature of the owner of the property; and
8. When a parcel of property is owned by multiple owners, the signature of an owner designated by the multiple owners is sufficient.

Please submit this 'Petition for Annexation to the City of Marysville, Washington' to the City of Marysville Community Development Department located at 80 Columbia Avenue, Marysville, WA 98270 for formal processing.

If you have any questions regarding this document or a question regarding annexations, please contact Chris Holland, Planning Manager, at 360.363.8207 or by e-mail at [cholland@marysvillewa.gov](mailto:cholland@marysvillewa.gov).

	PROPERTY OWNERS SIGNATURE	PRINTED NAME	ADDRESS	PHONE NUMBER	PARCEL NUMBER	DATE SIGNED
1.		John H. White	WSDOT Northwest Region 15700 Dayton Ave North Shoreline, WA Mail: PO Box 330310 Seattle, WA 98133-9710	206.440.4695	N/A WSDOT Right-of-Way	7/2/16
2.						

**EXHIBIT A – Perimeter Legal Description;**  
**EXHIBIT B – Annexation Boundary Map, and**  
**EXHIBIT C – Zoning Map, attached hereto**

**EXHIBIT A**

**I-5 ANNEXATION  
(March, 2016)  
Legal Description**

Those portions of the Northwest Quarter AND the Southwest Quarter of Section 33, Township 30 North, Range 5 East, WM, described as follows:

Commencing at the southwest corner of said Section 33; thence easterly, along the south line of said Section 33, to the westerly right-of-way line of S.R. 529 (Plan PSH No. 1, S.R. 5, Snohomish River to Marysville, Sheets 6 and 7 of 15, dated January 3, 1962, Revised 11/26/71), being the true point of beginning, also being the southeast corner of Parcels B, C, and D of City of Marysville Ordinance No. 817, effective date 5/18/1974; thence North 9 degrees 41 minutes East, along the easterly line of said Ordinance NO. 817 and along said right-of-way line parallel with the centerline of said S.R. 529, to a point 50 feet distant westerly, when measured at right angles from the centerline at Highway Station 40+50 (all Highway Engineer's Stations to be hereinafter referred to as "Station"); thence northwesterly 10 feet to a point, when measured at right angles, 60 feet distant from said Station 40+50; thence North 9 degrees 41 minutes east 191.4 feet, more or less, parallel with said centerline to a point 60 feet westerly, when measured at right angles to Station 38+58.6; thence westerly to a point 50 feet distant, when measured at right angles and/or radial from Station "D" 0+00 P.C. (= 38+58.6 P.O.T. Existing Road, 19.0 foot offset); thence northwesterly and concentric with said centerline "D", 285.6 feet, more or less, to a point 50 feet distant westerly, when measured at right angles and/or radial from Station "D" 3+01.4 P.T. to a point of intersection with a line projecting westerly and at right angles with Station "A" = 0+00 T.S.; thence westerly along said projecting line to a point 16 feet distant from the easterly right-of-way line of the Burlington Northern Santa Fe Railroad; thence northeasterly, parallel with said Railroad right-of-way line, to a point of intersection with the westerly right-of-way line of P.S.H. No. 1, lying 150 feet distant, when measured at right angles from survey centerline "L"; thence North 21 degrees 24 minutes West, parallel with said centerline, to the north line of the South Half of the Northwest Quarter of said Section 33, also being the northeast corner of Parcels B, C and D, of said Ordinance No. 817, also being the south line of City of Marysville Ordinance No. 193, effective date 3/08/1915;



## EXHIBIT A

I-5 ANNEXATION  
PAGE 2

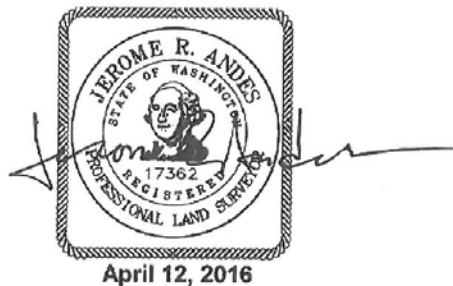
thence easterly, along said north line and along the south line of said Ordinance No. 193, to the easterly right-of-way line of P.S.H. No. 1, lying 150 feet distant easterly from and parallel with the centerline survey of said Highway, Snohomish River to Marysville, designated as "L" Line, also being the northwest corner of Parcel E of said Ordinance No. 817; thence South 21 degrees 24 minutes East (Plan PSH No. 1, S.R. 5, Snohomish River to Marysville, Sheet 7 of 15, dated January 3, 1962, Revised 11/26/71) to the north right-of-way line of the access to Old P. S.H. No. 1, said right-of-way being 50 feet distant and parallel with the centerline survey "D" Line of said Old P.S.H. No. 1, to the most southerly angle point of Parcel E of said Ordinance No. 817; thence North 35 degrees 55 minutes East 81.7 feet, more or less, to a point 50 feet northwesterly when measured at right angles to and/or radial from "D" Line Survey at Highway Engineer's Station "D" 18+65.9 P.C.; thence northeasterly 77.4 feet, more or less, to a point 50 feet distant northwesterly when measured at right angles and/or radial from Station "D" 19+47.6 P.T.; thence North 32 degrees 23 minutes 30 seconds East, along the right-of-way line of Old P.S.H. No.1, to the north line of the South Half of the Northwest Quarter of said Section 33, being the northeast corner of Parcel E of said Ordinance No. 817, also being the northeasterly bank of Ebey Slough; thence southeasterly, along said northeasterly bank, being the southwesterly line of City of Marysville Ordinance No. 541, effective date 5/15/1965, to the easterly right-of-way line of Old Primary State Highway No.1, being 50 feet southeasterly of, as measured at right angles to and parallel with, the centerline of said Road; thence South 32 degrees 23 minutes 30 seconds West, along the westerly line of Parcel A of said Ordinance No. 817 and along said right-of-way line, to a point 50 feet distant when measured at right angles and/or radial from "B" Line at Station "B" 20+49.3 P.T. (=19+72.0, Old P.S.H. No. 1); thence southwesterly to a point 50 feet distant when measured radial from "B2" Line at station "B2" 33+71.38 P.T.; thence southeasterly 25 feet to a point distant 75 feet when measured radial from said Station "B2" 33+71.38 P.T.; thence southerly, along the easterly right-of way line, being 75 feet easterly from and parallel with said 'B2" Line, to a point distant 75 feet when measured radial from said "B2" Line at station "B2" 17+00; thence southerly to a point distant 125 feet southeasterly when measured at right angles and/or radial from "B2" line Station "B2" 16+26.88 P.C.;

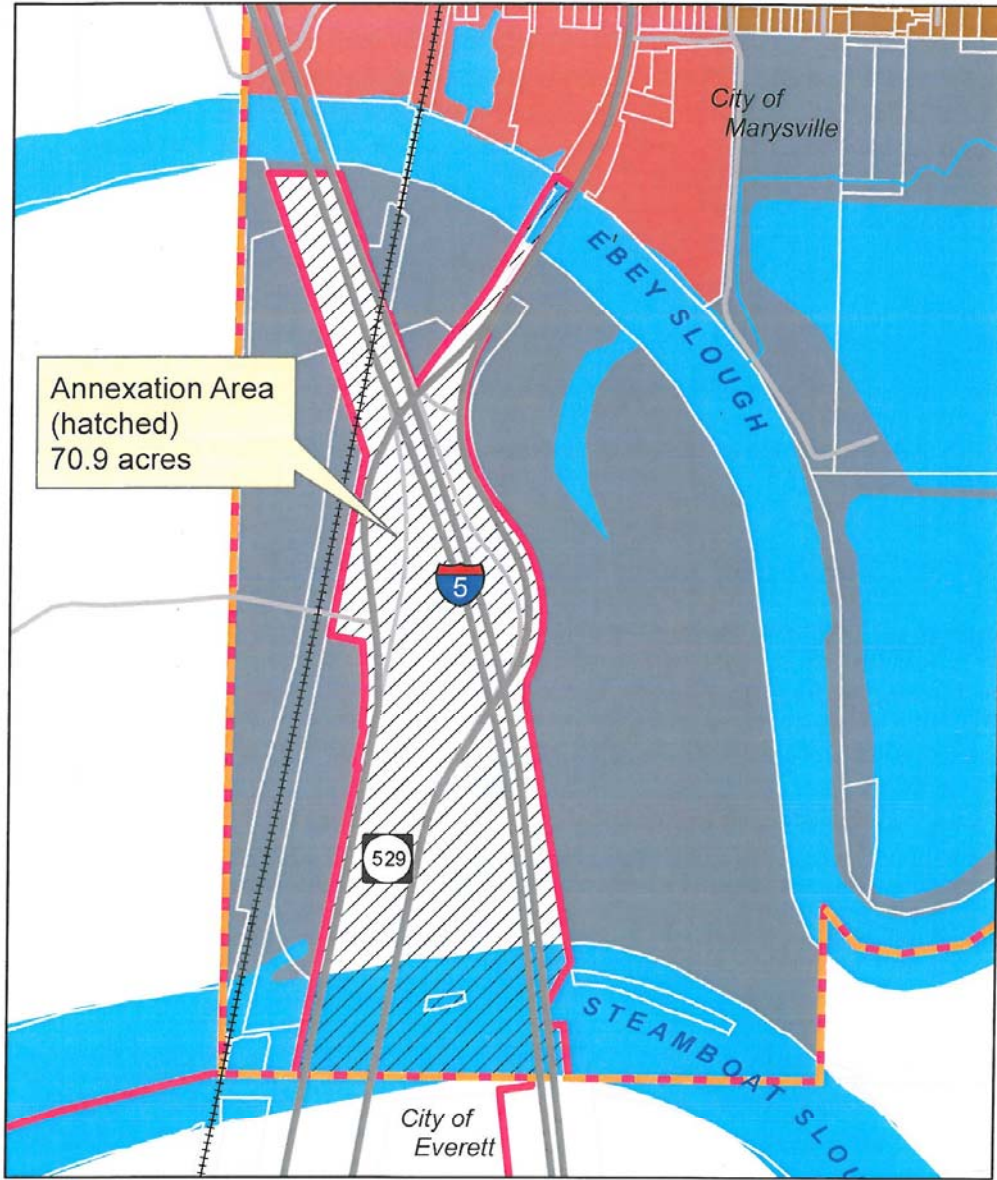


**EXHIBIT A**

I-5 ANNEXATION  
PAGE 3

thence southerly to a point 155 feet distant easterly when measured radial from the centerline survey of Primary State Highway No. 1 (Plan P.S.H. 1, S.R. 5, Snohomish River to Marysville, Sheets 6 and 7 of 15, dated January 3, 1962, Revised 11/26/71), at Station 505+00; thence southerly to a point 180 feet distant when measured at right angles from said centerline at Station 500+00; thence southerly, parallel with said centerline to a point 180 feet distant when measured at right angles from said centerline at Station 498+50; thence southwesterly to a point 75 feet distant easterly when measured at right angles from said centerline at Station 497+00; thence southerly, parallel with said centerline to a point 75 feet distant when measured at right angles from said centerline at Station 496+12; thence easterly 75 feet to a point distant 150 feet when measured at right angles from said Station 496+12; thence southerly, parallel with said centerline, to the south line of the Southwest Quarter of said Section 33, also being the southwest corner of Parcel A of said Ordinance No. 817; thence westerly, along the south line of the Southwest Quarter of said Section 33, to the true point of beginning.

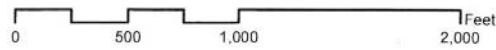




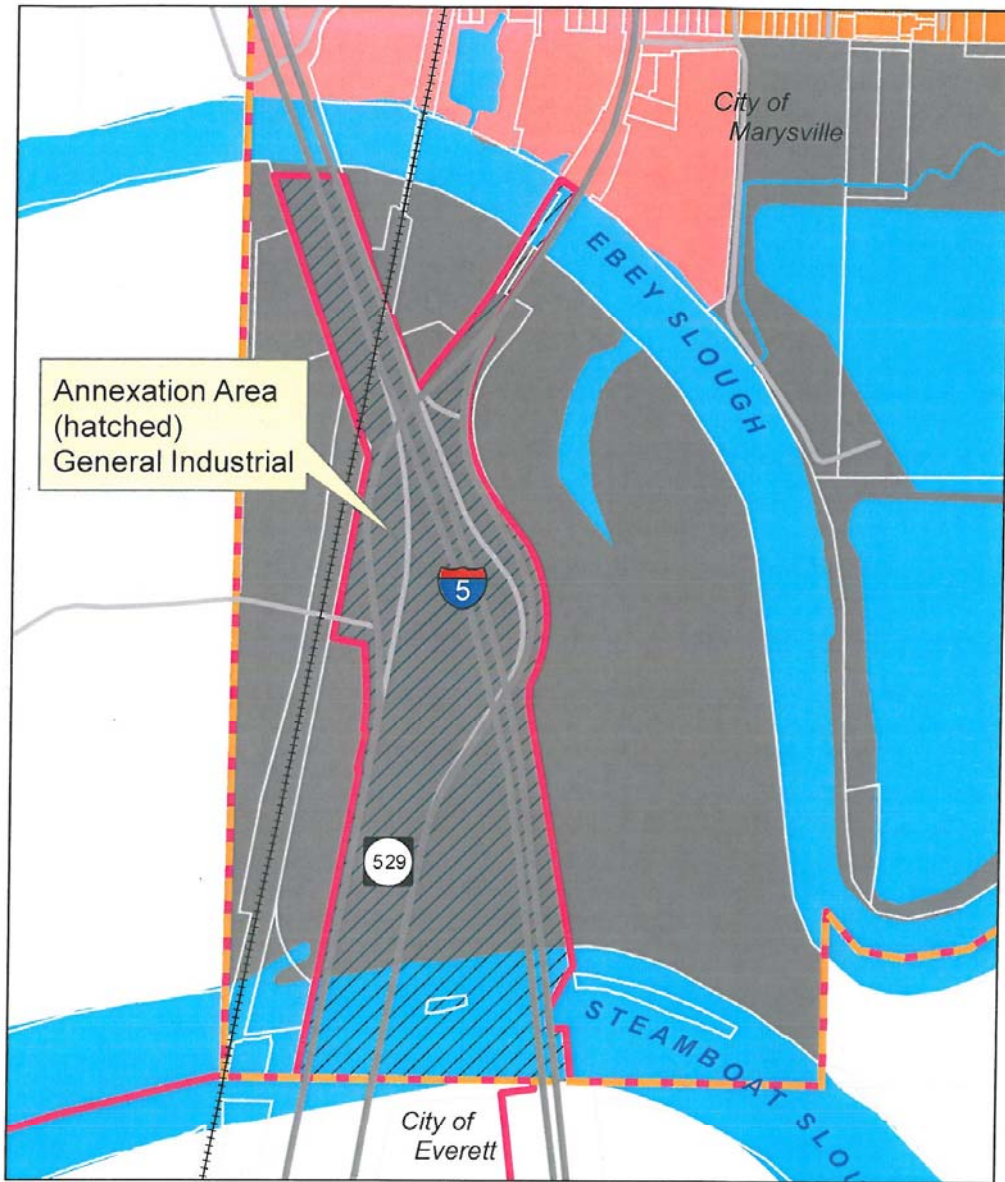
**WSDOT ROW Annexation**

3/1/2016

- Downtown Commercial
- General Industrial
- R18 Multi-Family Medium
- Urban Growth Area
- Marysville city limits
- Annexation area - 70.9 acres



**EXHIBIT B**



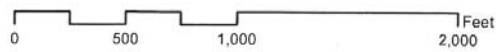
Annexation Area  
(hatched)  
General Industrial



**WSDOT ROW Annexation - Zoning**

7/8/2016

- Downtown Commercial
- General Industrial
- R18 Multi-Family Medium
- Urban Growth Area
- Marysville city limits
- Annexation area - 70.9 acres



**EXHIBIT C**

**EXHIBIT F – CERTIFICATION****Assessor's Office**

**Linda Hjelle**  
County Assessor

**Cindy Portmann**  
Chief Deputy

M/S #510  
3000 Rockefeller Ave.  
Everett, WA 98201-4046

(425) 388-3433  
FAX (425) 388-3961

**CERTIFICATE OF SUFFICIENCY**

I, Chris Huyboom, Snohomish County Deputy Assessor, in accordance with the requirements of RCW 35A.01.040, hereby certify that the Petition for the WSDOT ROW Annexation submitted to the Assessor on October 7, 2016 is signed by the owners of property comprising 100% of the total assessed value within the area described in the petition, according to the records of the Snohomish County Assessor. The determination of sufficiency was begun on October 17, 2016.

Dated this 27th day of October 2016.

By   
Deputy Assessor



## IV. ENVIRONMENTAL

**EXHIBIT G – SEPA**

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

October 18, 2016

Dear Reader and Interested Citizen,

Addendum No. 25 to the Draft Environmental Impact Statement (DEIS), dated January 13, 2005, and Final Environmental Impact Statement (FEIS) for the Marysville Comprehensive Plan, dated April 2005, has been prepared by the Marysville Community Development Department. This addendum provides additional environmental information and analysis relating to the NON-PROJECT ACTION annexation proposing incorporation of the remaining 70.9-acres of Marysville's Urban Growth Area (MUGA) along the city's southern boundary and pre-zoning properties consistent with the Marysville Comprehensive Plan. The proposed annexation area is designated General Industrial within the Marysville Comprehensive Plan with an implementing zoning designation of GI.

This addendum adds further information to the analysis contained in the DEIS and FEIS. No additional significant impacts beyond those identified in the FEIS are expected to occur. No additional programmatic action level environmental review will be required to the extent that the existing environmental documents listed in this addendum or other published documents have analyzed such changes.

Review of the proposed pre-zoning, is tentatively scheduled to occur at a public hearing before the Marysville Planning Commission on October 25, 2016, and at subsequent public hearings before Marysville City Council on November 28, 2016 and January 9, 2017.

The Community Development Department invites you to comment on Addendum No. 25 to the FEIS and the proposed pre-zoning of the annexation area. The entire file (PA 16011) is available to review at the Community Development Department, located at 80 Columbia Avenue, Marysville, WA 98270.

If you have any questions or comments regarding Addendum No. 25 to the FEIS or pre-zoning of the annexation area, please contact me at 360.363.8207 or by e-mail at [cholland@marysvillewa.gov](mailto:cholland@marysvillewa.gov).

Sincerely,

A handwritten signature in blue ink, appearing to read "Chris Holland".

Chris Holland  
 Planning Manager

cc: Dave Koenig, CD Director

**ADDENDUM NO. 25  
TO THE FINAL ENVIRONMENTAL IMPACT STATEMENT  
FOR THE CITY OF MARYSVILLE  
COMPREHENSIVE PLAN**

**NON-Project Action  
Pre-zoning properties located within the WSDOT ROW Annexation  
consistent with the Marysville Comprehensive Plan**

Prepared Consistent with

The Washington State Environmental Policy Act of 1971  
Chapter 43.21C Revised Code of Washington  
Chapter 197-11, Washington Administrative Code  
Marysville Municipal Code Title 22



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

Date of Issuance: October 18, 2016

## FACT SHEET

**File Number:** PA 16011 WSDOT ROW Annexation  
PA 04024 FEIS

**Project Title:** WSDOT ROW Annexation

**Proposed Action:** NON-PROJECT ACTION pre-zoning properties located within the WSDOT ROW Annexation, consistent with the Marysville Comprehensive Plan.

**Purpose of the FEIS Addendum:**

This information expands upon previously identified significant impacts of the alternatives to the Marysville Comprehensive Plan DEIS, dated January 13, 2005, and FEIS, dated April 2005, but does not substantially change the analysis.

No additional significant impacts beyond those identified in the FEIS are expected to occur. No additional programmatic action level environmental review will be required to the extent that the existing environmental documents listed in this addendum or other published documents have analyzed such changes.

This addendum is being issued in accordance with WAC 197-11-625. Additional changes to the proposal may be considered during the public hearing process. The adopted environmental documents listed in this addendum meet the City of Marysville's environmental review needs for the current proposal.

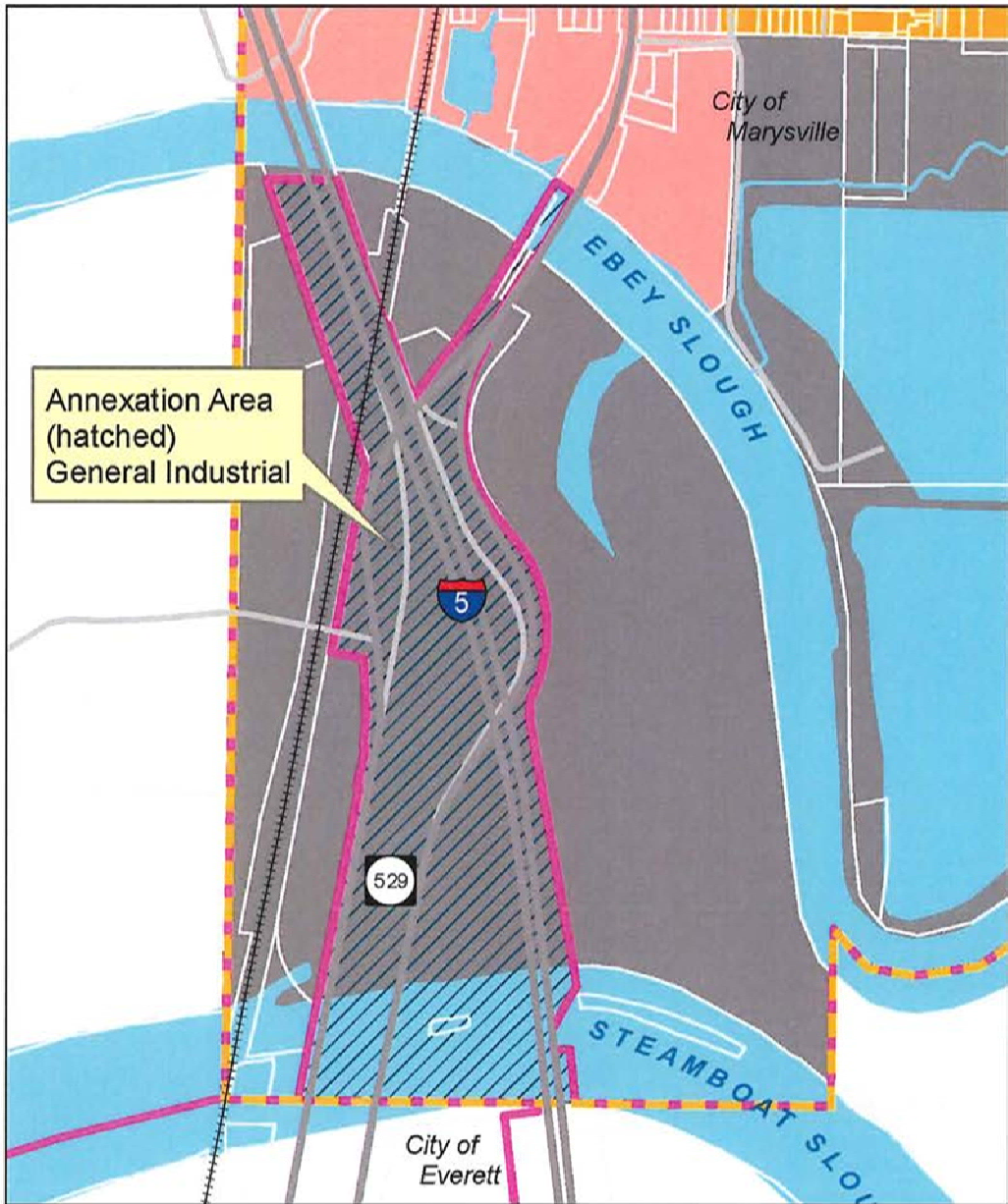
**Description of Proposal:**

NON-PROJECT ACTION annexation proposing incorporation of the remaining 70.9-acres of Marysville's Urban Growth Area (MUGA) along the city's southern boundary and rezoning properties consistent with the Marysville Comprehensive Plan. The proposed annexation area is designated General Industrial within the Marysville Comprehensive Plan with a implementing Zoning designation of GI.

**Location of Proposal:**

The WSDOT ROW annexation follows an irregular boundary, generally encompassing WSDOT Interstate 5 and SR 529 ROW, north of Steamboat Slough and south of Ebey Slough (see attached map).

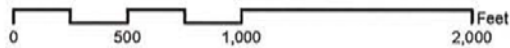




### WSDOT ROW Annexation - Zoning

7/8/2016

- Downtown Commercial
- General Industrial
- R18 Multi-Family Medium
- Urban Growth Area
- Marysville city limits
- Annexation area - 70.9 acres



**Lead Agency:** City of Marysville  
Community Development Department  
80 Columbia Avenue  
Marysville, WA 98270

**Required Approval:** City of Marysville Council – Ordinance Adoption

**Circulation and Comment:** This addendum, or notice of availability, is being sent to all recipients of the previously issued FEIS as required by WAC 197-11-625. No comment period is required for this addendum under WAC 197-11-502(8)(c).

**FEIS Contact Person:** Chris Holland  
Planning Manager  
360.363.8207  
[cholland@marysvillewa.gov](mailto:cholland@marysvillewa.gov)

**Date of Issuance:** October 18, 2016

**Responsible Official:** Dave Koenig  
**Position:** Community Development Director  
**Address:** 80 Columbia Avenue  
Marysville, WA 98270

**Signature:**  \_\_\_\_\_

**Tentative Date of Implementation:** December 2016

**Public Hearings:** Review of the proposed NON-PROJECT action amendments to the Marysville Comprehensive Plan is scheduled to occur at a public hearing before the Marysville Planning Commission on October 25, 2016, and at subsequent public hearings before the Marysville City Council on November 28, 2016 and January 9, 2017.

**Documents:** The entire file (PA 16011) is available for viewing at the Community Development Department, located at 80 Columbia Avenue, Marysville, WA 98270.

**CITY OF MARYSVILLE**  
**"WSDOT ROW Annexation"**  
**ENVIRONMENTAL CHECKLIST**  
**RCW 197-11-960**

***Purpose of Checklist:***

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

***Instructions for Applicant:***

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

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

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

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

***Use of checklist for non-project proposals:***

Complete this checklist for non-project proposals, even though questions may be answered "does not apply". In addition, complete the *Supplemental Sheet for Non-Project Action (part D)*.

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



**A. BACKGROUND**

1. Name of proposed project, if applicable:  
**WSDOT ROW Annexation – Prezone**
2. Name of applicant:  
**City of Marysville**
3. Address and phone number of applicant and contact person:  
**Chris Holland, Planning Manager**  
**City of Marysville**  
**Community Development Department**  
**80 Columbia Avenue**  
**Marysville, WA 98270**  
**(360) 363-8207**  
[cholland@marysvillewa.gov](mailto:cholland@marysvillewa.gov)
4. Date checklist prepared:  
**October 4, 2016**
5. Agency requesting checklist:  
**City of Marysville Community Development Department**
6. Proposed timing or schedule (including phasing, if applicable):  
**The City of Marysville anticipates finalizing the WSDOT ROW annexation in January 2017.**
7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.  
**The WSDOT ROW annexation proposes annexing the remaining Marysville Urban Growth Area (MUGA) along the southern portion of the MUGA. New development projects within the WSDOT ROW annexation will require project level SEPA review.**
8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.  
**City of Marysville 2015 Comprehensive Plan**  
**City of Marysville 2005 Comprehensive Plan Draft EIS (DEIS) and Final EIS (FEIS).**
9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.  
**None known**
10. List any government approvals or permits that will be needed for your proposal, if known.  
**City of Marysville Council prezone approval.**

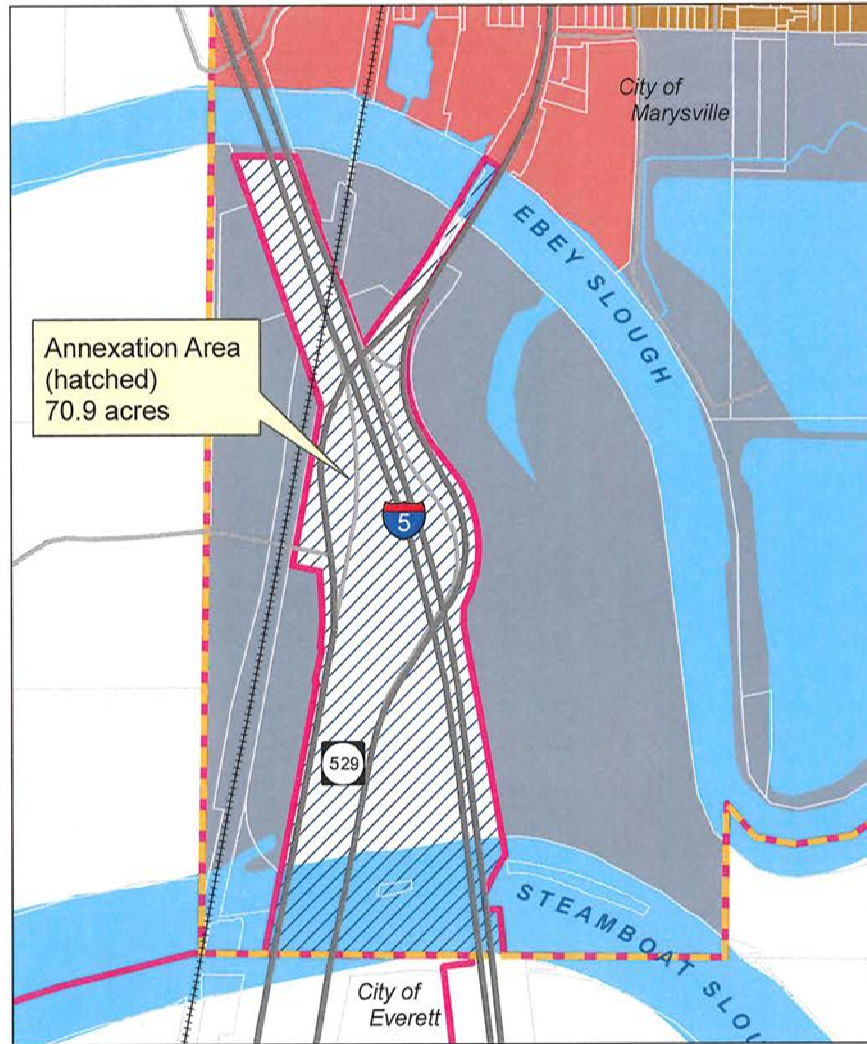
**Snohomish County Boundary Review Board annexation approval.**

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

**NON-PROJECT ACTION annexation proposing incorporation of the remaining 70.9-acres of the MUGA along the city's southern boundary and rezoning properties consistent with the Marysville Comprehensive Plan. The rezone will enact zoning consistent with the Marysville Comprehensive Plan. The proposed annexation area is designated General Industrial within the Marysville Comprehensive Plan with a implementing Zoning designation of GI.**

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

**The Central Marysville annexation follows an irregular boundary, generally encompassing WSDOT Interstate 5 and SR 529 ROW, north of Steamboat Slough and south of Ebey Slough.**



### WSDOT ROW Annexation

3/1/2016

- Downtown Commercial
- General Industrial
- R18 Multi-Family Medium
- Urban Growth Area
- Marysville city limits
- Annexation area - 70.9 acres





## B. ENVIRONMENTAL ELEMENTS

### 1. Earth

- a. General description of the site (***bold/italic***): ***Flat***, rolling, hilly, ***steep slopes (along the Steamboat and Ebey Slough)***, mountainous, other.

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

**Approximately 0-5% increasing to 35+% along the Steamboat and Ebey Slough**

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

**According to the Soil Survey of Snohomish County, the primary soil is Puget Silty Clay Loam.**

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

**There is no known history of unstable soils or slopes within the annexation area.**

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

**N/A – NON-PROJECT ACTION**

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

**N/A – NON-PROJECT ACTION. Future development actions occurring within the annexation will require project level review for erosion impacts.**

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

**N/A – NON-PROJECT ACTION**

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

**N/A – NON-PROJECT ACTION. Individual construction projects will be subject to project level SEPA review. The City of Marysville has adopted a stormwater management plan and ordinance, which is consistent with Department of Ecology and Puget Sound Water Quality standards and recommended model programs. Drainage and grading plans will be required to meet city standards.**

### 2. AIR

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

**N/A – NON-PROJECT ACTION**

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

**N/A – NON-PROJECT ACTION**

- c. Proposed measures to reduce or control emissions or other impacts to air, if any:

**N/A – NON-PROJECT ACTION**

## 3. WATER

## a. Surface:

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

**Steamboat and Ebey Sloughs are located within the annexation area, which are part of the Snohomish River basin and flow directly into Puget Sound**

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

**N/A – NON-PROJECT ACTION**

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

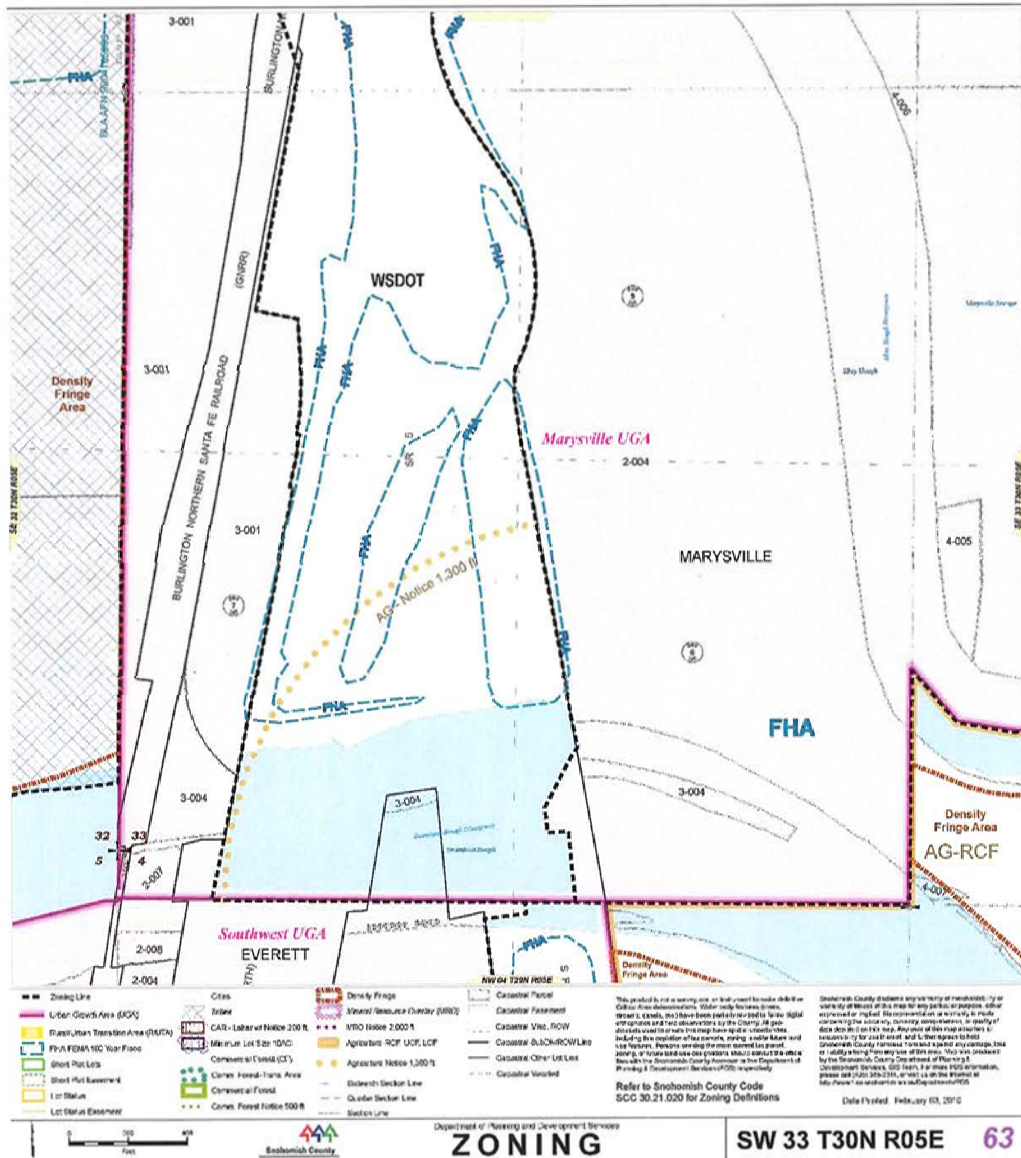
**N/A – NON-PROJECT ACTION**

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

**N/A – NON-PROJECT ACTION**

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

**Yes, portions of the annexation area are located within the floodplain.**



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

**N/A – NON-PROJECT ACTION**

b. Ground:

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

**N/A – NON-PROJECT ACTION**

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

**N/A – NON-PROJECT ACTION**

c. Water Runoff (including storm water):

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

**N/A – NON-PROJECT ACTION. Methods for collection and disposal of runoff will be determined during project level review for construction within the annexation area.**

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

**N/A – NON-PROJECT ACTION**

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

**N/A – NON-PROJECT ACTION**

4. PLANTS

a. Check or circle types of vegetation found on the site: **N/A – NON-PROJECT ACTION**

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

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

**N/A – NON-PROJECT ACTION**

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



**Bull Trout, Chinook Salmon and Steelhead are listed as threatened species within Puget Sound and may use both Steamboat and Ebey Slough.**

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

**N/A – NON-PROJECT ACTION**

5. Animals

- a. Circle any birds and animals which have been observed on or near the site or are known to be on or near the site: **N/A – NON-PROJECT ACTION**

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

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

**Bull Trout, Chinook Salmon and Steelhead are listed as threatened species within Puget Sound and may use both Steamboat and Ebey Slough.**

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

**Yes, Marysville is located along the Pacific Flyway.**

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

**N/A – NON-PROJECT ACTION**

6. Energy and Natural Resources

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

**N/A – NON-PROJECT ACTION**

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

**N/A – NON-PROJECT ACTION**

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

**N/A – NON-PROJECT ACTION**

7. Environmental Health

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

**N/A – NON-PROJECT ACTION**

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

**N/A – NON-PROJECT ACTION**

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

**N/A – NON-PROJECT ACTION**

b. Noise

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

**N/A – NON-PROJECT ACTION**

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

**N/A – NON-PROJECT ACTION**

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

**N/A – NON-PROJECT ACTION**

8. Land and Shoreline Use

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

**The proposed annexation area is comprised of WSDOT ROW including Interstate 5 and SR 529.**

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

**No**

- c. Describe any structures on the site.

**Interstate 5 above grade freeway structures and bridges crossing Steamboat and Ebey Sloughs.**

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

**N/A – NON-PROJECT ACTION**

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

**The proposed annexation area is ROW and is designated as a Cadastral Easement.**

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

**The proposed annexation area is ROW and is designated as a Cadastral Easement.**

- g. If applicable, what is the current shoreline master program designation for the site?

**High-Intensity Designation**



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

**Both Steamboat and Ebey Sloughs are designated at a Type S Stream in MMC Chapter 22E.010, Critical Areas Management.**

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

**N/A – NON-PROJECT ACTION**

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

**N/A – NON-PROJECT ACTION**

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

**N/A – NON-PROJECT ACTION**

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

**N/A – NON-PROJECT ACTION**

9. Housing

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

**N/A – NON-PROJECT ACTION**

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

**N/A – NON-PROJECT ACTION**

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

**N/A – NON-PROJECT ACTION**

10. Aesthetics

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

**N/A – NON-PROJECT ACTION**

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

**N/A – NON-PROJECT ACTION**

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

**N/A – NON-PROJECT ACTION**

11. Light and Glare

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

**N/A – NON-PROJECT ACTION**

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

**N/A – NON-PROJECT ACTION**

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

**N/A – NON-PROJECT ACTION**

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

**N/A – NON-PROJECT ACTION**

12. Recreation

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

**N/A – NON-PROJECT ACTION**

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

**N/A – NON-PROJECT ACTION**

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

**N/A – NON-PROJECT ACTION**

13. Historic and Cultural Preservation

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

**N/A – NON-PROJECT ACTION**

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

**N/A – NON-PROJECT ACTION**

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

**N/A – NON-PROJECT ACTION**

14. Transportation

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

**The proposed annexation area is approximately 70.9-acres containing Interstate 5 and SR 529 ROW.**

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

**Yes, Community Transit provides bus along the Interstate 5 and SR 529 Corridors.**

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

**N/A – NON-PROJECT ACTION**

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

**The rezone will not in itself require new roadways or street improvements.**

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

**N/A – NON-PROJECT ACTION**

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

**N/A – NON-PROJECT ACTION**

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

**N/A – NON-PROJECT ACTION**

#### 15. Public Services

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

**N/A – NON-PROJECT ACTION**

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

**N/A – NON-PROJECT ACTION**

#### 16. Utilities

- a. ***Bold/italic*** utilities currently available at the site: electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other.

**N/A – NON-PROJECT ACTION**

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

**N/A – NON-PROJECT ACTION**

**C. SIGNATURE**

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

Signature:  Date: 10.04.16

#### D. SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS

(do not use this sheet for project actions)

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

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

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

**The proposed rezone will adopt zoning consistent with the Marysville Comprehensive Plan. Project level actions which are initiated within the annexation area will be required to meet City, State and federal requirements.**

Proposed measures to avoid or reduce such increases are:

**The City will conduct project level review for all projects occurring within corporate city limits and coordinate review with affected agencies and governments.**

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

**The proposed rezone will not have an effect on plants, animals, fish or marine life. Future project action which initiated within the annexation area will be required to meet City, State and federal requirements.**

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

**Project level review will require consistency with the city's stormwater management plan and Hydraulic Project Approvals (HPA) will be issued as necessary by Washington State Department of Fish & Wildlife.**

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

**The proposed rezone will not deplete energy or natural resources.**

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

**Compliance with IBC, UPC, UMC and Energy codes.**

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

**The proposal will not affect these elements. Project level reviews for development projects will require compliance with the City's Shoreline Management Master Program, MMC Chapter 22E.010 Critical Areas Management, individual SEPA reviews and compliance with the City Comprehensive Plan and Development Code.**

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

**Project level reviews for development projects will require compliance with the City's Shoreline Master Program and MMC Chapter 22E.010 Critical Areas Management, individual SEPA reviews and compliance with the City Comprehensive Plan and Development Code.**

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

**The proposal will encourage urban development consistent with the City's Comprehensive Plan, Development and Shoreline Master Program.**

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

**Adoption of zoning to implement the City comprehensive plan.**

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

**The proposed rezone will not increase demands on transportation, public services and utilities. Construction within the annexation area will have resulting transportation and public service impacts, as currently experienced by development in the area without annexation.**

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

**Project level reviews for development projects will require compliance with the individual SEPA reviews and compliance with the City Comprehensive Plan and Development Codes.**

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

**No known conflict. The Growth Management Act requires that development regulations be consistent with adopted GMA comprehensive plans.**



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1120 John Street  
Seattle, WA 98109

## V. FACTORS THE BOARD MUST CONSIDER

### 1. Overview

- A. Population of proposal; what percentage is that to existing entity?

**Population is zero as the annexation area is mostly WSDOT ROW.**

- B. Territory (number of acres)

**The annexation area is approximately 70.9-acres.**

- C. Population Density

**Population density is zero as the annexation area is mostly WSDOT ROW**

- D. Assessed Valuation

**The current assessed valuation for the annexation area is \$600.**

### 2. Land Use

- A. Existing

**WSDOT ROW**

- B. Proposed: Immediate or long-range

**The City of Marysville's 2015 Comprehensive Plan designation for the annexation area is General Industrial. Immediate and long-range land use includes Interstate 5 and SR 529.**

### 3. Comprehensive Plans

- A. Snohomish County Comprehensive Plan

1. What comprehensive plan policies specifically support this proposal?

**Policy LU 1.C.1: Unique topographical and physical features such as watershed boundaries, streams, rivers, ridge lines, steep slopes, roads, railroad lines and transmission lines (where they follow property lines) and special purpose district boundaries shall be used, if possible, to delineate and define the boundary.**

**Policy IC 1.B.1: The county shall work with cities in planning for orderly transfer of service responsibilities in anticipation of potential or planned annexations or incorporations within UGAs.**

**Policy IC 1.B.2: In newly annexed areas within UGAs, the county shall continue to provide regional services while the cities provide urban services.**

**Policy IC 1.B.3: The county shall seek interlocal agreements with the cities to establish a process for transferring authority over pending projects, permits, and records and establishes reciprocal impact mitigation for transportation, parks, and schools prior to potential or planned annexations or incorporations.**

**Policy IC 1.B.4: The county shall not support any proposed annexation of unincorporated lands in Snohomish County by a city or special district situated predominantly outside of Snohomish County unless and until an annexation agreement has been signed by the county and said district or city. Such agreement shall address and substantially resolve issues of**



land use, applicable development regulations, permit processing, public services delivery, facilities financing, transportation planning, concurrency management, solid waste management, and any other similar jurisdictional issues identified by the county. Such agreement should be approved prior to city acceptance of an annexation petition.

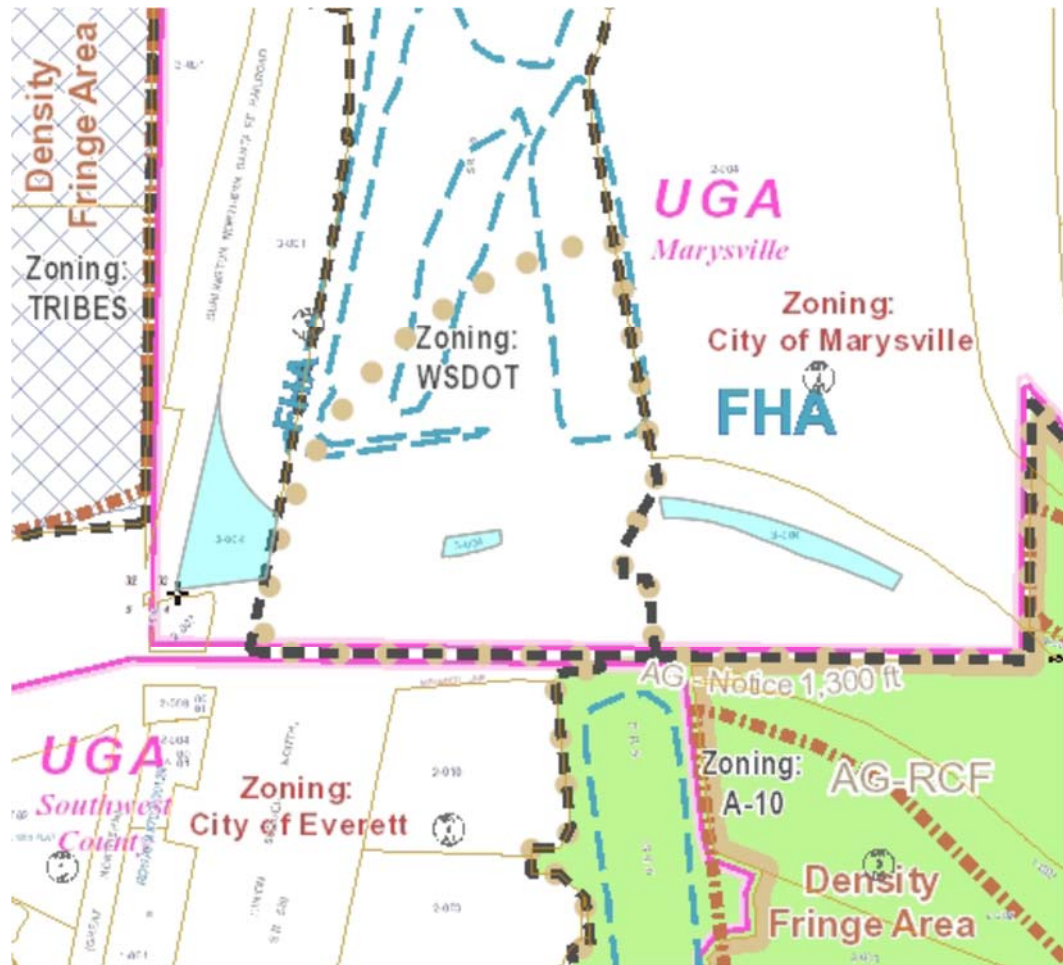
**Policy IC 1.E.7:** The county shall seek interlocal agreements with the cities to establish a process for all project and permit transfers, record transfers and reciprocal impact mitigation for transportation, parks, and schools within the city’s MUGA prior to potential or planned annexations or incorporations.

2. Which community plan (adopted or proposed) governs this proposal?

**Snohomish County GMA Comprehensive Plan - General Policy Plan, February 18, 2016**

3. What is the adopted plan classification/zoning? (Please include number of lots permitted under this classification).

**Snohomish County’s GMA Comprehensive Plan – Future Land Use Map designates the area as “WSDOT”.**



B. Proponents Comprehensive Plan:

1. Is this proposal in your adopted comprehensive plan, or will a plan amendment be required? If so, when will that amendment be completed?

**The City of Marysville's 2015 Comprehensive Plan currently includes the annexation area.**

2. When was your Comprehensive Plan approved?

**September 15, 2015**

3. Has this area been the subject of a Pre-Annexation Zoning Agreement? If so, please enclose a signed copy of the agreement.

**The City of Marysville Planning Commission recommended approval of the pre-zone consistent with the adopted City of Marysville Comprehensive Plan establishing the General Industrial zone for the proposed annexation area.**

4. What is the proposed land use designation in your adopted Comprehensive Plan? When were your zoning regulations adopted?

**The plan designates all of the properties within the annexation area as General Industrial. The City adopted MMC Title 22 *Unified Development Code*, on February 14, 2011.**

#### IV. PLANNING DATA

##### A. Revenue/Estimates

1. Estimate City expenditures

**It is not anticipated that the annexation would create any additional city expenditures. Marysville currently provides maintenance of the SR529 surface ROW, responds to emergency calls in this area and has coordinated enforcement and complaint efforts with WSDOT and Snohomish County.**

2. Estimate City revenues to be gained

**The City of Marysville includes the General Levy and EMS Levy, amounting to \$2.6813 per \$1000 of assessed valuation.**

**Total taxes collected for property owners within the city limits (and Marysville School District) are \$11.7745 per \$1000 of assessed valuation.**

**The City collects a 5% utility tax on natural gas and electric and a 6% utility tax on telephone.**

3. Estimate County revenues lost

**The taxes which would no longer be collected should the property be annexed to Marysville include the county road tax, which is a very nominal loss in revenue considering the total valuation of the annexation is \$600.**

4. Estimate County expenditure reduction:

**Expenditure reductions would be based on eliminating services currently provided to the area, such as response from the County Sheriff's office.**

5. Estimate fire district revenue lost:



**None.**

6. Estimate fire district expenditures reduction:

**None. The site is presently serviced by the Marysville Fire District and will continue to be served following annexation.**

7. Estimate other special district revenue loss:

**None.**

8. Estimate other special district expenditure reduction:

**None.**

B. Services

1. Law Enforcement: (if applicable)

- a. Describe current police coverage and services provided:

**The City of Marysville has police coverage 24 hours a day, 7 days a week. The City employs 88 full time employees, including 65 commissioned police officers which includes Patrol Officer (first responders), Investigations Unit, Multi-Jurisdictional Property Crimes Unit, School Resource Unit, Pro-Act Unit, K-9 Unit, Community Service Officer, Crime prevention Unit (volunteers), SWAT, Collision Investigation Unit. At least 5 officers and one 1 supervisor are on duty at all times. During peak hours an additional 3 officers and 1 supervisor supplements the manpower.**

- b. Current emergency and normal response time being experienced:

**The average emergency response time is approximately 3-5 minutes and non-emergency response time is 10-20 minutes.**

- c. Initial police protection plan contemplated:

**The Marysville Police Department is prepared to provide policing services to the newly annexed area, and will make every effort to ensure that adequate response times are maintained.**

- d. Back-up plan (mutual aid and/or reserve):

**The Marysville Police Department participates in mutual aid with other surrounding law enforcement agencies, including the Snohomish County Sheriff's Department, Washington State Patrol, Lake Stevens Police Department, Arlington Police Department and the Everett Police Department.**

- e. Projected police growth plan contemplated:

**None contemplated with the proposed annexation.**

- f. Source of dispatch:

**The City of Marysville operates on a 24-hour enhanced 911-dispatch service.**

2. Fire Services

- a. Nearest Station:

**The nearest fire station to the annexation area is Marysville Fire District Station #61 located at 1635 Grove Street.**

- b. Response Time:

**The average response time to this area is five minutes.**

- c. Are they fully manned? How many part-time and full-time personnel?

**All Marysville Fire District stations are staffed 24/7. The Marysville Fire District employs 99 full-time personnel, who operate the Fire Districts' five (5) stations (Station 61, 62, 63, 65 & 66). There are 38 Firefighters, 20 Firefighter/Paramedics, and 20 Captains assigned to four Engine Companies, one Ladder Company, four Aid Cars, and two Medic Units. Full-time personnel are supplemented by 27 part-time Firefighters.**

- d. Major equipment at station location (including type and number of emergency vehicles):

**The major firefighting equipment available includes: six (6) engines, one (1) ladder, two (2) advanced life support units (paramedics), four (4) basic life support units, one (1) 4,000 gallon water tender, , one (1) boat, eleven (11) staff vehicles and five (5) various utility vehicles. Each station typically has one engine or *ladder* and one EMS unit on-site at all times.**

- e. How many fully certified EMT personnel do you have:

**74 EMT's and 25 paramedics.**

- f. What fire rating applies?

**A fire rating of 4 applies both within the corporate City limits and outside the City limits within Fire District No. 12.**

- g. Source of dispatch:

**SnoPac Enhanced 911 dispatch service.**

3. Water - **There is no water service located with the annexation area. The annexation area is comprised mainly of WSDOT right-of-way.**

- a. Directly or by contract:

**N/A**

- b. Storage location(s), capacity:

**N/A**

- c. Mains to serve the area (diameter, location):

**N/A**

- d. Pressure station location and measured flow:

**N/A**

- e. Current average daily demand (ADD):

**N/A**

- f. Water source: (wells, Everett, etc.)

**N/A**

- g. Financing of proposed service: (LID, ULID, Developer Extension, etc.)

**N/A**

4. Sewer - **There is no sewer service located with the annexation area. The annexation area is comprised mainly of WSDOT right-of-way.**

- a. Directly or by contact:

**N/A**

- b. Mains to service the area: (diameter, location)

**N/A**

- c. Gravity or Lift Station required:

**N/A**

- d. Disposal (City or district treatment plant)

**N/A**

- e. Capacity Available:

**N/A**

## VI. GENERAL

1. In case of extensions of services, has an annexation agreement been required? If so, please attach a copy of this requirement.

**No.**

2. Describe the topography and natural boundaries of the proposal:

**The topography is generally flat, except the slopes associated with Steamboat and Ebey Slough and the elevation of Interstate 5. The Central Marysville annexation follows an irregular boundary, generally encompassing WSDOT Interstate 5 and SR 529 ROW, north of Steamboat Slough and south of Ebey Slough (see attached annexation boundary map).**

3. How much growth has been projected for this area during the next ten (10) year period? What source is the basis for this projection?

**Growth potential is very limited as the annexation area is comprised mainly of WSDOT right-of-way.**

4. Describe any other municipal or community services relevant to this proposal:

**None known.**

5. Describe briefly any delay in implementing service delivery to the area:

**None anticipated.**

6. Briefly state your evaluation of the present adequacy, cost or rates of service to the area and how you see future needs and costs increasing. Is there any other alternative source available for such service(s)?

**Service needs of the proposed annexation area (i.e., streets, emergency services) are currently provided by the City of Marysville, Marysville Fire**

**District and Snohomish County. There are not anticipated cost increases associated with the annexation.**

7. Comparative property and utility tax cost to homeowner before and after annexation:  
**N/A - the annexation area is comprised mainly of WSDOT right-of-way.**

## **VII. OBJECTIVES OF THE BOUNDARY REVIEW BOARD**

1. Preservation of natural neighborhoods and communities.

**The proposed annexation is contiguous to city limits along the north, east and west boundaries. This area will become a natural extension of the urban level facilities in Marysville. The proposed annexation is located within the UGA boundary and fills in a puzzle piece of Marysville's urban growth area which is currently unincorporated Snohomish County and is surrounded 95% by Marysville corporate limits.**

2. Use of physical boundaries, including but not limited to bodies of water, highways, and land contours.

**The proposed annexation area is bounded by Steamboat Slough to the south, I-5 and SR 529 ROW to the east and west and Ebey Slough on the north (see attached annexation boundary map).**

3. Creation and preservation of local service areas.

**The Snohomish County Sheriff's Office currently services the proposed annexation area.**

**The Marysville Police Department will provide service to the area upon annexation into the City of Marysville.**

**The Marysville Fire District currently services the proposed annexation area and would continue to do so upon annexation into the City of Marysville.**

4. Prevention of abnormally irregular boundaries.

**There are no irregular boundaries within the proposed annexation boundary. Upon approval of the annexation irregular boundaries will be eliminated.**

5. Discouragement of multiple incorporations of small cities and encouragement of incorporation of cities in excess of ten thousand population in heavily populated urban areas.

**N/A - the annexation area is comprised mainly of WSDOT right-of-way.**

6. Dissolution of inactive special purpose districts.

**There are no known inactive special purpose districts within the proposed annexation area, nor are there active services which would be rendered inactive by this annexation.**

7. Adjustment of impractical boundaries.

**There are no adjustments of impractical boundaries within the proposed annexation area. Upon approval of the annexation impractical boundaries will be eliminated.**

8. Incorporation as cities or towns or annexation to cities or towns of unincorporated areas which are urban in character.

**The annexation area is comprised mainly of WSDOT I-5 and SR 529 right-of-way.**

9. Protection of agricultural and rural lands which are designated for long term productive agricultural and resource use by a comprehensive plan adopted by the county legislative authority.

**There are no agricultural lands within the proposed annexation area.**

# *Index #5*



**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: November 28, 2016**

<b>AGENDA ITEM:</b> Renewal of Jail Services Contract with Yakima County	<b>AGENDA SECTION:</b>	
<b>PREPARED BY:</b> Wendy Wade, Commander	<b>AGENDA NUMBER:</b>	
<b>ATTACHMENTS:</b> 2017 Addendum 2016 Addendum 2015 Signed Addendum Yakima County Jail Services Contract	<b>APPROVED BY:</b>	
	<b>MAYOR</b>	<b>CAO</b>
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>	

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 have increased 4.5% from \$54.75 to \$57.20 a day per prisoner. Normal medical expenses are included in the housing fee.

City Attorney, Jon Walker, reviewed the language contained in the contract and previously approved it as to form.

<b>RECOMMENDED ACTION:</b> Staff recommends that Council authorize the Mayor to sign the 2017 Addendum for the Yakima County agreement for jail services.
<b>COUNCIL ACTION:</b>

### Inmate Housing Agreement Addendum

This Agreement Addendum is made and entered into between the **CITY OF MARYSVILLE**, a municipal corporation with its principal offices at 1049 State Avenue, Marysville, WA 98270 and **YAKIMA COUNTY DEPT. OF CORRECTIONS** located at 111 North Front Street, Yakima WA 98901.

In consideration of the mutual benefits and covenants contained herein, the parties agree that their Inmate Housing Agreement executed on July 8<sup>th</sup>, 2014 shall be amended as follows:

1. Section 26: **Duration of Agreement** shall be amended effective January 1, 2017 through December 31, 2017. This agreement is subject to earlier termination as provided under Section 30 of the original agreement and may be renewed for successive periods by written addendum under such terms and conditions as the parties determine.
2. **Compensation (BED RATES)**: 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	\$51.20
126-150	\$52.20
101-125	\$53.20
76-100	\$54.20
51-75	\$55.20
26-50	\$56.20
0-25	\$57.20

Except as expressly provided in this Agreement Addendum, all other terms and conditions of the original agreement shall remain in full force and effect.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

**City of Marysville**

ATTEST:

\_\_\_\_\_  
City Mayor/Manager

\_\_\_\_\_  
By: City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

**Yakima Board of County Commissioners**

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Michael D. Leita, Chairman

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Kevin J. Bouchey, Commissioner

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J. Rand Elliott, Commissioner  
*Constituting the Board of County Commissioners  
for Yakima County, Washington*

ATTEST:

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Tiera Girard, Clerk of the Board

Approved as to Form:

---

Senior Deputy Prosecuting Attorney

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2. **Compensation (BED RATES)** shall remain the same.


Except as expressly provided in this Agreement Addendum, all other terms and conditions of the original agreement shall remain in full force and effect.

Executed this 23 day of November 2015.

City of Marysville

Yakima Board of County Commissioners


  
\_\_\_\_\_  
City Mayor

  
\_\_\_\_\_  
Chairman J. Rand Elliott

ATTEST:

  
\_\_\_\_\_  
Commissioner Michael D. Leita


  
\_\_\_\_\_  
By: City Clerk

  
\_\_\_\_\_  
Commissioner Kevin J. Bouchey

  
Approved as to Form:

Approved as for Form:

  
\_\_\_\_\_  
City Attorney

  
\_\_\_\_\_  
Stefanie Weigand  
Senior Deputy Prosecuting Attorney

  
\_\_\_\_\_  
Tiera Girard, Clerk of the Board

**ORIGINAL**

BOCC372-2015  
December 8, 2015

### Inmate Housing Agreement Addendum

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In consideration of the mutual benefits and covenants contained herein, the parties agree that their Inmate Housing Agreement executed on July 8<sup>th</sup>, 2014 shall be amended as follows:

1. Section 26: **Duration of Agreement** shall be amended effective January 1, 2015 through December 31, 2015. This agreement is subject to earlier termination as provided under Section 30 of the original agreement and may be renewed for successive periods by written addendum under such terms and conditions as the parties determine.
2. **Compensation (BED RATES)** shall remain the same.

Except as expressly provided in this Agreement Addendum, all other terms and conditions of the original agreement shall remain in full force and effect.

Executed this 8 day of December 2014.

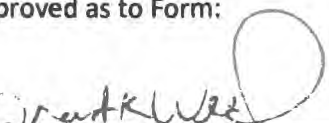
City of Marysville

  
 \_\_\_\_\_  
 City Mayor/Manager


ATTEST:


  
 \_\_\_\_\_  
 By: City Clerk  
*Early*

Approved as to Form:

  
 \_\_\_\_\_  
 City Attorney

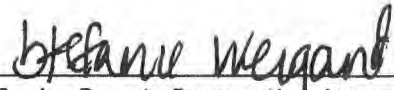
BOARD OF YAKIMA COUNTY COMMISSIONERS

  
 \_\_\_\_\_  
 Kevin J. Bouchey, Chairman

  
 \_\_\_\_\_  
 J. Rand Elliott, Commissioner

  
 \_\_\_\_\_  
 Michael D. Leita, Commissioner  
*Constituting the Board of County Commissioners for Yakima County, Washington*

Approved as for Form:

  
 \_\_\_\_\_  
 Stefanie Weigand  
 Senior Deputy Prosecuting Attorney

  
 \_\_\_\_\_  
 Tiera Girard, Clerk of the Board

**ORIGINAL**

BOCC542-2014  
December 23, 2014

## 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 10<sup>th</sup> 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 30<sup>th</sup> 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.

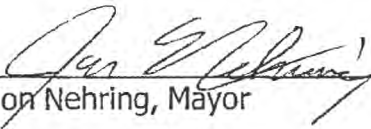

This Agreement may be executed in any number of counterparts.

**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.

	<p><b>CITY OF MARYSVILLE, WASHINGTON</b></p> <p>By: <u></u> Jon Nehring, Mayor</p> <p>Date: <u>12/8/14</u></p> <p>Attest: By: <u></u></p> <p>Marysville City Clerk Deputy</p>
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	<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.



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**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.

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**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.

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**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.**

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### 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.

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**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.



## 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 10<sup>th</sup> 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 30<sup>th</sup> 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

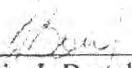
Alternatively, to such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

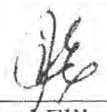
<p><b>Yakima County, WASHINGTON</b></p> <p>By: _____</p> <p>Date: _____</p> <p>Attest: By: _____</p> <p>County Clerk</p>	<p><b>CITY OF MARYSVILLE, WASHINGTON</b></p> <p>By: <u>Jon Nehring</u> Jon Nehring, Mayor</p> <p>Date: <u>6/23/14</u></p> <p>Attest: By: <u>[Signature]</u></p> <p>Marysville City Clerk writs</p>
--	--

<p>APPROVED AS TO FORM:</p> <p>By: _____ COUNTY ATTORNEY</p>	<p>Approved as to form:</p> <p>By: <u>Grant Weed</u> Grant Weed, City Attorney</p>
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**Agreement for Inmate Housing - City of Marysville**

**BOARD OF YAKIMA COUNTY COMMISSIONERS**

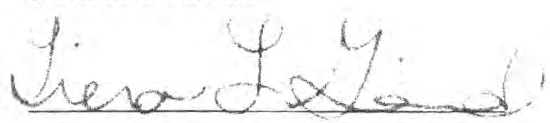
  
\_\_\_\_\_  
Kevin J. Bouchey, Chairman

  
\_\_\_\_\_  
J. Rand Elliott, Commissioner

  
\_\_\_\_\_  
Michael D. Leita, Commissioner  
*Constituting the Board of County Commissioners  
for Yakima County, Washington*

ATTEST this 8<sup>th</sup> day of  
July, 2014

Tiera L. Girard  
Clerk of the Board

  
\_\_\_\_\_  
Tiera L. Girard

Approved as to form:

Stefanie Weigand, Attorney  
Corporate Counsel Division

  
\_\_\_\_\_  
Stefanie Weigand

BOCC302-2014  
July 8, 2014



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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.

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**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.

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**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.

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**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 detainees. 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.**

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### 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.

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**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 #6*

**CITY OF MARYSVILLE AGENDA BILL**  
**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: November 28, 2016**

<b>AGENDA ITEM:</b>	
Local Agency Federal Aid Project Prospectus and Local Agency Funding Agreement Supplement No. 1 with WSDOT for 2012 City Safety Program	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Jeff Laycock, City Engineer	
<b>DEPARTMENT:</b>	
Engineering	
<b>ATTACHMENTS:</b>	
Project Prospectus and State Funding Agreement	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
305000030.563000, R1302	N/A
<b>SUMMARY:</b>	

The City of Marysville was awarded funding under the 2012 Safety Program through the federal Highway Safety Improvement Program (HSIP). WSDOT has agreed to remove the improvement at 88<sup>th</sup> St NE and State Avenue from this grant, allowing the other project elements to move forward. This includes improvements at the signalized intersections of State Avenue and 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 6<sup>th</sup>, 8<sup>th</sup> and 76<sup>th</sup> and complete replacement of the signal at State and 80<sup>th</sup> St NE.

This course of action requires that the City supplement the agreement with WSDOT to fund only those improvements listed above. Since this a federally funded project, the funds are administered through WSDOT and a Local Agency Agreement (agreement) and Project Prospectus (prospectus) is required in order to obligate funding. The agreement ensures that federal funds in the agreed upon amount are spent in accordance with all applicable laws and regulations. The prospectus serves as the support document for FHWA authorization of federal funds.

The agreement will continue to fund the design phase of this project. Supplemental agreements to fund right-of-way and construction will be presented to Council once each phase has been completed.

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to sign and execute the Local Agency Federal Aid Project Prospectus and Supplemental Local Agency Funding Agreement with WSDOT thereby securing funding for the 2012 City Safety Program.



## Local Agency Federal Aid Project Prospectus

Prefix	Route	( )	Date	11/21/2016
Federal Aid Project Number	HSIP 2691(005)		DUNS Number	076658673
Local Agency Project Number	LA-7890	( WSDOT Use Only )	Federal Employer Tax ID Number	91-6001459

Agency City of Marysville	CA Agency <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other			
Project Title State Ave - 1st St to 80th St NE	Start Latitude N 48° 2'56.48" End Latitude N 48° 4'6.36"N	Start Longitude W 122° 10'37.31" End Longitude W 122° 10'36.81"			
Project Termini From-To 1st Street 80th St NE	Nearest City Name Marysville	Project Zip Code (+4) 98270-9544			
Begin Mile Post	End Mile Post	Length of Project 1.25 miles	Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad		
Route ID	Begin Mile Point	End Mile Point	City Number 0745	County Number 31	County Name Snohomish
WSDOT Region Northwest Region	Legislative District(s) 38,39	Congressional District(s) 2	Urban Area Number 1		

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
				Month	Year
P.E.	190000	0	190000	1/2017	
R/W	280000	0	280000	07/2017	
Const.	925000	0	925000	01/2018	
Total	1395000	0	1395000		

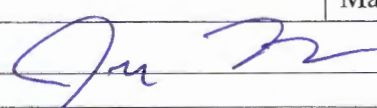
### Description of Existing Facility (Existing Design and Present Condition)

Roadway Width varies from 30' to 58'	Number of Lanes varies from 3 lanes to 5 lanes
State Avenue is a 5-lane principal arterial. Intersecting streets at 1st, 3rd, 4th, 6th, 8th, 76th and 80th vary from 3 to 5 lanes.	

### Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

The project will improve traffic signal time and phasing, improve visibility of traffic signal heads, and improve crosswalks. The project will replace the entire signal at the intersection of State Avenue and 80th St NE.

Local Agency Contact Person Jeff Laycock, PE	Title City Engineer	Phone (360) 363-8274	
Mailing Address 80 Columbia Ave	City Marysville	State WA	Zip Code 98270
Project Prospectus	By  Title City Engineer	Approving Authority	Date 11/21/16



Agency City of Marysville	Project Title State Ave - 1st St to 80th St NE	Date 11/21/2016
<b>Type of Proposed Work</b>		
Project Type (Check all that Apply)		Roadway Width varies 30'-58'
<input type="checkbox"/> New Construction	<input type="checkbox"/> Path / Trail	<input type="checkbox"/> 3-R
<input checked="" type="checkbox"/> Reconstruction	<input type="checkbox"/> Pedestrian / Facilities	<input type="checkbox"/> 2-R
<input type="checkbox"/> Railroad	<input type="checkbox"/> Parking	<input type="checkbox"/> Other
<input type="checkbox"/> Bridge		
<b>Geometric Design Data</b>		
<b>Description</b>	<b>Through Route</b>	<b>Crossroad</b>
<b>Federal Functional Classification</b>	<input checked="" type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural <input type="checkbox"/> NHS	<input checked="" type="checkbox"/> Principal Arterial <input checked="" type="checkbox"/> Minor Arterial <input checked="" type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural <input type="checkbox"/> NHS
Terrain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed	30	varies from 25-30 mph
Design Speed	35	varies from 25-35 mph
Existing ADT	varies from 10000-15000	varies from 2500 to 15000
Design Year ADT	varies 10000-20000	varies from 2500 to 15000
Design Year	2035	2035
Design Hourly Volume (DHV)	varies from 500 to 1500	varies from 100 to 1500
<b>Performance of Work</b>		
Preliminary Engineering Will Be Performed By Consultant	Others 0 %	Agency 100 %
Construction Will Be Performed By Contractor	Contract 1000 %	Agency 0 %
<b>Environmental Classification</b>		
<input type="checkbox"/> Class I - Environmental Impact Statement (EIS)	<input checked="" type="checkbox"/> Class III - Categorically Excluded (CE)	
<input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement	<input type="checkbox"/> Projects Requiring Documentation (Documented CE)	
<input type="checkbox"/> Class III - Environmental Assessment (EA)		
<input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreements		
Environmental Considerations		
None.		

Agency City of Marysville	Project Title State Ave - 1st St to 80th St NE	Date 11/21/2016
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**Right of Way**

<input type="checkbox"/> No Right of Way Needed * All construction required by the contract can be accomplished within the existing right of way.	<input checked="" type="checkbox"/> Right of Way Needed <input checked="" type="checkbox"/> No Relocation	<input type="checkbox"/> Relocation Required
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**Utilities**

<input type="checkbox"/> No utility work required.
<input checked="" type="checkbox"/> All utility work will be completed prior to the start of the construction contract
<input type="checkbox"/> All utility work will be completed in coordination with the construction contract

**Railroad**

<input type="checkbox"/> No railroad work required
<input type="checkbox"/> All railroad work will be completed prior to the start of the construction contract
<input checked="" type="checkbox"/> All the railroad work will be completed in coordination with the construction contract

## Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

The project includes replacing the entire signal at the intersection of 80th St NE and State Ave. This will require coordination with Snohomish County PUD to provide service and/or relocate utility lines in order to construct the signal.

## FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project?  Yes  No

## Remarks

This project has been reviewed by the legislative body of the administration agency or agencies, or its designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency City of Marysville

Date

By \_\_\_\_\_

Mayor/Chairperson



Agency City of Marysville		Supplement Number 1
Federal Aid Project Number HSIP 2691(005)	Agreement Number LA-7890	CFDA No. <b>20.205</b> (Catalog of Federal Domestic Assistance)

The Local Agency requests to supplement the agreement entered into and executed on  
All provisions in the basic agreement remain in effect except as modified by this supplement.

The change to the agreement are as follows:

**Project Description**

Name State Ave - 1st St to 80th St NE

Length 1.25 miles

Termini 1st Street to 80th St NE

**Description of Work**  No Change

The project will improve traffic signal time and phasing, improve visibility of traffic signal heads, and improve crosswalks. The project will replace the entire signal at the intersection of State Avenue and 80th St NE.

**Reason for Supplement**

The work at 88th St NE and State Avenue has been removed due to complications and delays with securing right-of-way from the cemetery.

Are you claiming indirect cost rate?  Yes  No

Project Agreement End Date July 31, 2018

Does this change require additional Right of Way or Easements?  Yes  No Advertisement Date: January 1, 2018

Type of Work	Estimate of Funding				
	(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE			0.00		
100 % a. Agency					
b. Other Consultant	190,000.00		190,000.00		190,000.00
Federal Aid Participation Ratio for PE			0.00		
c. Other			0.00		
d. State			0.00		
e. Total PE Cost Estimate (a+b+c+d)	190,000.00	0.00	190,000.00	0.00	190,000.00
Right of Way			0.00		
% f. Agency			0.00		
g. Other			0.00		
Federal Aid Participation Ratio for RW			0.00		
h. Other			0.00		
i. State			0.00		
j. Total R/W Cost Estimate (f+g+h+i)	0.00	0.00	0.00	0.00	0.00
Construction			0.00		
% k. Contract			0.00		
l. Other			0.00		
m. Other			0.00		
Federal Aid Participation Ratio for CN			0.00		
n. Other			0.00		
o. Agency			0.00		
p. State			0.00		
q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	0.00	0.00	0.00	0.00
r. Total Project Cost Estimate (e+j+q)	190,000.00	0.00	190,000.00	0.00	190,000.00

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

**Agency Official**
**Washington State Department of Transportation**

By  
Title Jon Nehring, Mayor

By  
Director, Local Program  
Date Executed



Agency City of Marysville		Supplement Number 1
Federal Aid Project Number HSIP 2691(005)	Agreement Number LA-7890	CFDA No. <b>20.205</b> (Catalog of Federal Domestic Assistance)

## VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin. Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

## VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation.

## IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

## VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

## XVII. Assurances

Local Agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

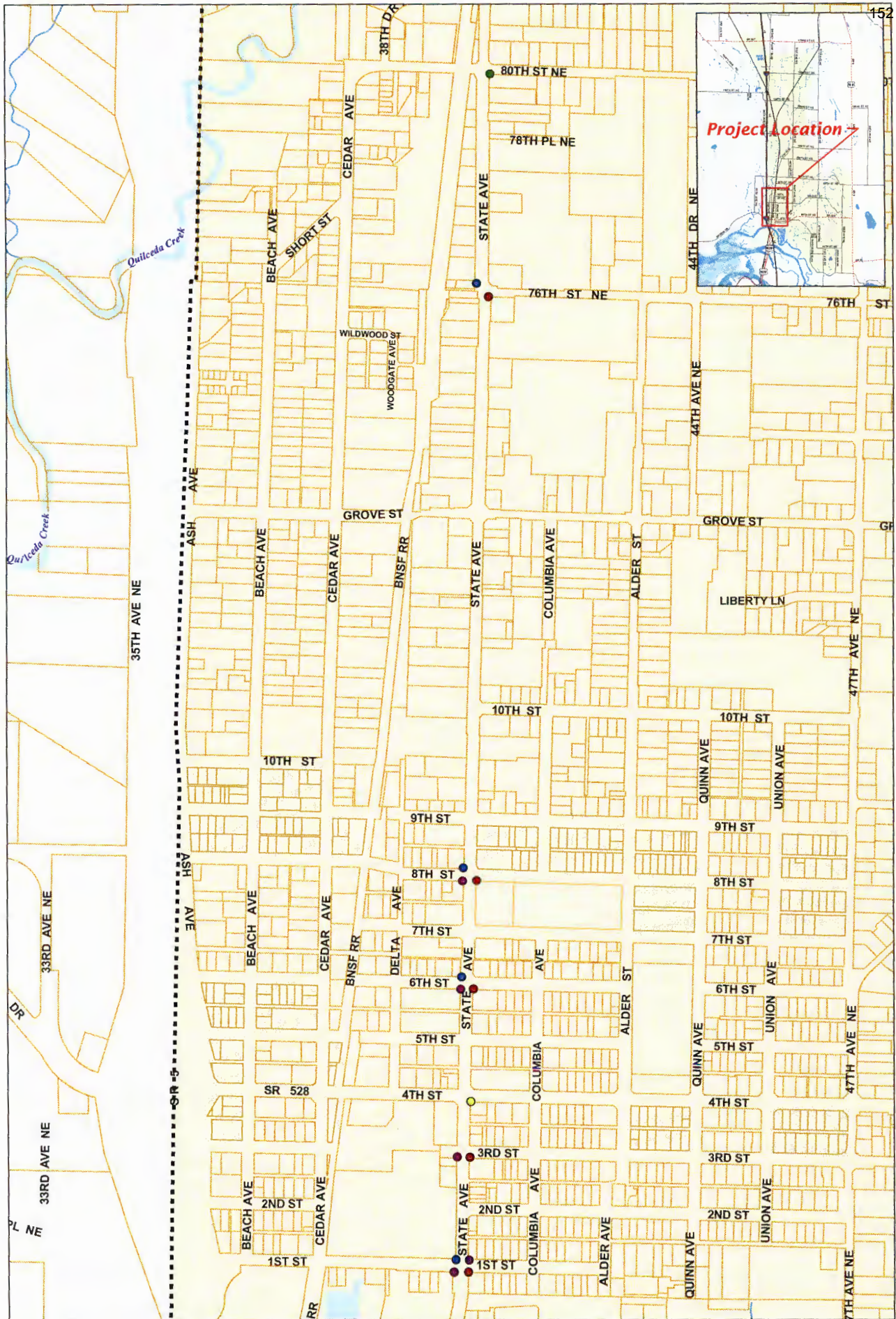
## State Ave - 1st St to 80th St NE HSIP

10/7/2016

Documented Engineer's Estimate  
Prepared By: Jeff Laycock, P.E.

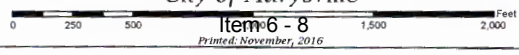
<b>PE (existing PSA)</b>	<b>\$209,855.41</b>
<b>RW</b>	<b>\$80,000.00</b>
<b>Construction Total</b>	<b>\$924,499.95</b>
Contractor (see attached estimate)	\$803,913.00
Construction Management - CM	\$72,352.17
Material Testing	\$16,078.26
Administration	\$20,097.83
WSDOT (JA Account, etc)	\$12,058.70
<b>Project Total</b>	<b>\$1,214,355.36</b>





**Safety Improvement Program**  
 State Ave - 1ST ST To 80TH ST NE  
 City of Marysville

- Add Supplemental Head
- Add Yellow Retroreflective Backplate Tape
- Signal Conversion
- Install Pedestrian Countdown Display
- Add Westbound Lane
- Replace Signal System
- Implement Lead Pedestrian Walk Timing



The City of Marysville (City) is not responsible for any errors or omissions in this map or for any consequences arising from its use. The City of Marysville is not responsible for any errors or omissions in this map or for any consequences arising from its use. The City of Marysville is not responsible for any errors or omissions in this map or for any consequences arising from its use.

# *Index #7*

**CITY OF MARYSVILLE AGENDA BILL**  
**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 11/28/16**

<b>AGENDA ITEM:</b>	
Professional Services Agreement With The PFM Group for Financial Advisory Services	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Sandy Langdon, Finance Director	
<b>DEPARTMENT:</b>	
Finance	
<b>ATTACHMENTS:</b>	
Proposed PSA	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
Various	\$80,000.00
<b>SUMMARY:</b>	

In August Finance did a Request for Proposal for Financial Advisory Services to support the debt issuance activity of the City and provide advice on all aspects of any proposed capital financing; developing innovative solutions to the funding requirements to achieve the most advantageous financing terms; making recommendations on the timing, sizing, maturity schedules, call provisions and other details of bond issues; reviewing and making appropriate recommendations on all ordinance, official statements, and other documents necessary for debt issuance; as well as other related responsibilities.

Two submittals were received. The submittals were reviewed and interviews were held. The PFM Group was selected for a three-year term with three additional one- year extensions.

<p><b>RECOMMENDED ACTION:</b> Finance recommends the Council authorizes the Mayor to sign the Professional services agreement with The PFM Group.</p>
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**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND THE PFM GROUP**

**THIS AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_ day of November, 2016, by and between the City of Marysville, a Washington State municipal corporation (“City”), and The PFM Group, a Pennsylvania corporation licensed to do business in Washington State, organized under the laws of the state of Pennsylvania, located and doing business at 1200 Fifth Avenue, Suite 1220, Seattle, WA, 98101 (“Consultant”).

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

1. **SCOPE OF SERVICES.** The Consultant shall provide the work and services described in the attached Exhibit A, incorporated herein by this reference (the “Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.
2. **TERM.** The term of this Agreement shall be a term of three years with three additional one-year extensions at the option of the City. Term shall commence on November 29, 2016. The parties may extend the term of this Agreement by executing a written supplemental amendment.
3. **COMPENSATION.** The Consultant shall be paid by the City for Services rendered under this Agreement as described in Exhibit A and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed **\$80,000** within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City. Such payment shall be full compensation for the Services and for all labor, materials, supplies, equipment, incidentals, and any other expenses necessary for completion.

The Consultant shall submit a monthly invoice to the City for Services performed in the previous calendar month in a format acceptable to the City. The Consultant shall maintain time and expense records and provide them to the City upon request.

The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

**4. CONSULTANT’S OBLIGATIONS.**

**4.1 MINOR CHANGES IN SCOPE.** The Consultant agrees to accept minor changes, amendments, or revisions to the scope of the Services, as may be required by the City, when such changes, amendments, or revisions will not have any impact on the cost of the Services or the



proposed delivery schedule.

**4.2 ADDITIONAL WORK.** The City may desire to have the Consultant perform additional work or services which are not identified in the scope of the Services. If the parties agree to the performance of additional work or services, the parties will execute a written supplemental amendment detailing the additional work or services and compensation therefore. In no event will the Consultant be compensated for preparing proposals for additional work or services. In no event shall the Consultant begin work contemplated under a supplemental amendment until the supplemental amendment is fully executed by the parties.

**4.3 WORK PRODUCT AND DOCUMENTS.** The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the Services shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the Services, the work product, and all documents produced under this Agreement, even though the Services have been accepted by the City.

In the event that the Consultant defaults on this Agreement or in the event that this Agreement is terminated prior to the completion of the Services or the time for completion, all work product and all documents and other materials produced under this Agreement, along with a summary of work as of the date of default or termination, shall become the property of the City. The summary of Services provided shall be prepared at no additional cost to the City. Upon request, the Consultant shall tender the work product, all documents, and the summary to the City within five (5) business days. Tender of said work product shall be a prerequisite to final payment under this Agreement.

The Consultant will not be held liable for reuse of work product or documents produced under this Agreement or modification of the work product or documents for any purpose other than those identified in this Agreement without the written authorization of the Consultant.

**4.4 PUBLIC RECORDS ACT.** Consultant acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "PRA"). All records owned, used, or retained by the City are public records subject to disclosure unless exempt under the PRA, whether or not the records are in the possession or control of the City or Consultant. All exemptions to the PRA are narrowly construed.

a. **Confidential Information.** Any records provided to the City by the Consultant which contain information that the Consultant in good faith believes is not subject to disclosure under the PRA shall be marked "Confidential" and shall identify the specific information that the Consultant in good faith believes is not subject to disclosure under the PRA and a citation to the statutory basis for non-disclosure.



b. **Responding to Public Records Requests.** The City shall exercise its sole legal judgment in responding to public records requests.

- (1) The City may rely upon the lack of notification from the Consultant in releasing any records that are not marked “Confidential.”
- (2) If records identified as “Confidential” by the Consultant are responsive to a PRA request, the City will seek to provide notice to Consultant at least ten (10) business days before the date on which the City anticipates releasing records. The City is under no obligation to assert any applicable exemption on behalf of the Consultant. The Consultant may seek, at its sole cost, an injunction preventing the release of information which it believes is protected. In no event will the City have any liability to Consultant for any failure of the City to provide notice prior to release.
- (3) If the City, in its sole legal judgment, believes that the Consultant possesses records that (1) are responsive to a PRA request and (2) were used by the City, the City will request the records from the Consultant. The Consultant will, within ten (10) business days:
  - i. Provide the records to the City in the manner requested by the City;
  - ii. Obtain a court injunction, in a lawsuit involving the requester, covering all, or any confidential portion of, the records and provide any records not subject to the court injunction; or
  - iii. Provide an affidavit, in a form acceptable to the City Attorney, specifying that the Consultant has made a diligent search and did not locate any requested documents.

c. **Indemnification.** In addition to its other indemnification and defense obligations under this Agreement, the Consultant shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorneys fees and litigation expenses), suits, judgments, or damages (collectively “Damages”) arising from or relating to any request for records related to this Agreement, to the extent such Damages are caused by action or inaction of the Consultant. This indemnification and defense obligation shall survive the expiration or termination of this Agreement.

**4.5 MAINTENANCE/INSPECTION OF RECORDS.** The Consultant shall maintain all books, records, documents, and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit.

Representatives of the City and/or the Washington State Auditor may copy such books, accounts, and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

#### 4.6 INDEMNITY.

a. **Indemnification and Hold Harmless.** The Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or resulting from the acts, errors, or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

c. The provisions of this Section 4.6 shall survive the expiration or termination of this Agreement.

d. The Consultant hereby knowingly, intentionally, and voluntarily waives the immunity of the Industrial Insurance Act, Title 51 RCW, solely for the purposes of the indemnity contained in subpart "a" of this Section 4.6. This waiver has been mutually negotiated by the parties.

\_\_\_\_\_(initials) \_\_\_\_\_(initials)

#### 4.7 INSURANCE.

a. **Insurance Term.** The Consultant shall procure and maintain 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 Services hereunder by the Consultant, its agents, representatives, or employees.

b. **No Limitation.** Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

c. **Minimum Scope of Insurance.** Consultant shall obtain insurance of the types and coverage described below:

- (1) Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
- (2) Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the Services performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
- (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4) Professional Liability insurance appropriate to the Consultant's profession.

d. **Minimum Amounts of Insurance.** Consultant shall maintain the following insurance limits:

- (1) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- (2) Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- (3) Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

e. **Other Insurance Provision.** The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

f. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

g. **Verification of Coverage.** The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the Services.

h. **Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation within two business days of the Consultant's receipt of such notice.

i. **Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

j. **Insurance to be Occurrence Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy.

k. **City Full Availability of Consultant Limits.** If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

**4.8 LEGAL RELATIONS.** The Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the Services to be performed under this Agreement. The Consultant represents that it and all employees assigned to perform any of the Services under this Agreement are in full compliance with the statutes of the State of Washington governing the Services and that all personnel to be assigned to the Services are fully qualified and properly licensed to perform the work to which they will be assigned.

**4.9 INDEPENDENT CONTRACTOR.**

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants, and agrees that the Consultant's status as an independent contractor in the performance of the Services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the Services required under this Agreement. The Consultant shall not make

a claim of City employment and shall not claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work to the Services that the Consultant performs under this Agreement.

d. Prior to commencement of Services, the Consultant shall obtain a business license from the City.

#### **4.10 EMPLOYMENT.**

a. The term “employee” or “employees” as used herein shall mean any officers, agents, or employee of the Consultant.

b. Any and all employees of the Consultant, while performing any Services under this Agreement, shall be considered employees of the Consultant only and not of the City. The Consultant shall be solely liable for: (1) any and all claims that may or might arise under the Workman’s Compensation Act, Title 51 RCW, on behalf of any said employees while performing any Services under this Agreement, and (2) any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while performing any Services under this Agreement.

c. The Consultant represents, unless otherwise indicated below, that all employees of the Consultant that will perform any Services under this Agreement have never been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please use initials to indicate No or Yes below.)*

\_\_\_\_\_ No, employees performing the Services have never been retired from a Washington state retirement system.

\_\_\_\_\_ Yes, employees performing the Services have been retired from a Washington state retirement system.



In the event the Consultant checks “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, the Consultant hereby agrees to save, indemnify, defend and hold the City harmless from and against all expenses and costs, including reasonable attorney fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event the Consultant checks “yes” and affirms that an employee providing work has ever retired from a Washington State retirement system, every said employee shall be identified by the Consultant and such retirees shall provide the City with all information required by the City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

**4.11 NONASSIGNABLE.** Except as provided in Exhibit B, the Services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

**4.12 SUBCONTRACTORS AND SUBCONSULTANTS.**

a. The Consultant is responsible for all work or services performed by subcontractors or subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors or subconsultants the Consultant directly hires meet the responsibility criteria for the Services. Verification that a subcontractor or subconsultant has proper license and bonding, if required by statute, must be included in the verification process. If the parties anticipate the use of subcontractors or subconsultants, the subcontractors or subconsultants are set forth in Exhibit B.

c. The Consultant may not substitute or add subcontractors or subconsultants without the written approval of the City.

d. All subcontractors or subconsultants shall have the same insurance coverage and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

**4.13 CONFLICTS OF INTEREST.** The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant’s client base and shall obtain written permission from the City prior to providing services to third parties when a conflict or potential conflict of interest exists. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

**4.14 CITY CONFIDENCES.** The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate, or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or the Services provided to the City. The requirements of this Section will not limit the Consultant's disclosure, communication, or advertisement of confidences or information where required by law or judicial or regulatory process, if the Consultant has provided the City with timely notice of its obligation and the City has not provided written consent within a time period that is reasonable under the circumstances.

**4.15 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION.** The Consultant agrees to comply with equal opportunity employment and not to discriminate against any client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age, or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training; or rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth its nondiscrimination obligations. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

**4.16 UNFAIR EMPLOYMENT PRACTICES.** During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

**5. CITY APPROVAL REQUIRED.** Notwithstanding the Consultant's status as an independent contractor, the Services performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if the Services have been completed in compliance with the Scope of Services and City requirements.

**6. GENERAL TERMS.**

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

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

**CITY OF MARYSVILLE**  
 SANDY LANGDON, FINANCE DIRECTOR  
 1049 STATE AVENUE  
 MARYSVILLE WA 98270

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

**THE PFM GROUP**  
 SUSAN MUSSLEMAN, DIRECTOR  
 1200 FIFTH AVENUE, SUITE 1220  
 SEATTLE WA 98101

**6.2 TERMINATION.** The City may terminate this Agreement in whole or in part at any time by sending written notice to the Consultant. As per Section 6.1, the Consultant is deemed to have received the termination notice three (3) calendar days after deposit of the termination notice in the U.S. mail with proper postage and address. The termination notice is deemed effective seven (7) calendar days after it is deemed received by the Consultant.

If this Agreement is terminated by the City for its convenience, the City shall pay the Consultant for satisfactory Services performed through the date on which the termination is deemed effective in accordance with payment provisions of Section 3, unless otherwise specified in the termination notice. If the termination notice provides that the Consultant will not be compensated for Services performed after the termination notice is received, the City will have the discretion to reject payment for any Services performed after the date the termination notice is deemed received.

**6.3 DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

**6.4 EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with exhibits, attachments, and addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by a written supplemental amendment properly signed by both parties.

**6.5 SEVERABILITY.**

a. If a court of competent jurisdiction holds any part, term, or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining parts, terms, or provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular part, term, or

provision held to be invalid.

b. If any part, term, or provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that part, term, or provision shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

**6.6 NONWAIVER.** A waiver by either party of a breach by the other party of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay, or failure of either party to insist upon strict performance of any agreement, covenant, or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition, or right.

**6.7 FAIR MEANING.** The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

**6.8 GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

**6.9 VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

**6.10 COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

**6.11 AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth herein.

DATED this \_\_\_\_\_ day of November, 2016.

CITY OF MARYSVILLE

THE PFM GROUP

By: \_\_\_\_\_  
Jon Nehring, Mayor

By: \_\_\_\_\_  
Susan Mussleman  
Its: Director

Attested/Authenticated:

\_\_\_\_\_

April O'Brien, Deputy City Clerk

Approved as to form:

---

Jon Walker, City Attorney



## Exhibit A

PFM is willing to provide different fee arrangements for clients, based upon their needs and preferences. Most typically we charge fees for financing services based on a rate per \$1,000 of financing, which fees are paid from proceeds of bond sales, thereby minimizing the impact on the operational cash flow. Services for special studies, modeling, debt capacity analysis and other strategic planning assistance is generally provided on an hourly basis or a fixed fee agreeable to both parties, or can be provided on the basis of an annual retainer.

For **Financing Services**, we propose a fee based on a sliding scale, as follows:

<u>Bond Size (\$000)</u>	<u>Issuance Fee per \$1,000</u>
For financing up to \$20 million	\$1.50 per \$1,000, with a \$20,000 minimum
For financing up to \$75 million	\$30,000 plus \$0.75 per \$1,000 over \$20 million
For financing over \$75 million	\$75,000 plus \$0.25 per \$1,000 over \$75 million

For multiple financings completed under a common financing plan, we may negotiate a reduced fee, depending on the amount of time between financings. For interim financing, we would anticipate a reduced fee would apply, depending on the nature and structure of the financing, and therefore the time involved. For unusually complex transactions, we may request consideration of a specific fixed fee for financing services.

**Expenses:** In addition to fees for services, PFM will be reimbursed for reasonable and documented out-of-pocket expenses incurred, including travel, meals, lodging, telephone, mail, and other ordinary cost and any actual extraordinary cost for printing which are incurred by PFM.

**Other Services:** The Financial Advisor may coordinate and prepare bond official statements upon request of the City, with compensation based on an additional fee which will depend on the estimated time involved in preparation of the official statement. This cost is estimated at approximately \$6,000 to \$8,000, depending on the complexity of the transaction. Although PFM may prepare official statements, the City is primarily responsible for providing accurate and complete information for inclusion in the official statement, and will be responsible for reviewing and certifying the accuracy of the information in the official statement.

There will be no additional charge for attendance at City meetings.

In the event the City requests that PFM perform significant special projects (capital planning, creation of new financing programs, strategic planning, etc.), fees will be negotiated in advance of the project generally based upon the following hourly rates for the indicated levels of experience of experience or their equivalents will apply. Additionally, in the event a financing is started, but cancelled at the City's request, accrued time will be billed as follows:

<u>Experience Level</u>	<u>Hourly Rate</u>
Managing Director/Director	\$305
Senior Managing Consultant	\$295
Senior Analyst	\$225
Analyst	\$195
Associate	\$175

Depending on the level of non-transactional service desired, we can work on an hourly basis, a fixed basis, or on the basis of a periodic retainer determined in relation to the expected work plan.

The PFM Group can provide the City with an array of services in addition to those related to debt and debt issuance and the scope of services in this proposal, some of which may be offered through separate entities within The PFM Group, subject to separate mutually agreeable agreements due to differing regulatory structures. This can include Arbitrage Rebate services provided by the Arbitrage & Tax Compliance Group within PFM Asset Management LLC, Treasury Consulting services, and Investment Advisory services also provided by PFM Asset Management LLC, Whitebirch strategic planning tools provided by PFM Ventures LLC, and specialized budget, management and labor management consulting provided by our Management and Budget Consulting team within PFM Group Consulting LLC.

# *Index #11*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 11/28/2016**

<b>AGENDA ITEM:</b> Deed and Dedication of Right of Way on 39th Ave NE	
<b>PREPARED BY:</b> Jon Walker	<b>DIRECTOR APPROVAL:</b>
<b>DEPARTMENT:</b> Legal	
<b>ATTACHMENTS:</b> Exhibit A (map) and Deed	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b> \$10.00
<b>SUMMARY:</b>	

Currently, 39<sup>th</sup> Avenue NE dead ends where it will intersect with the future extension of 156<sup>th</sup> Street NE. One parcel at this end of 39<sup>th</sup> Avenue NE extends 30 feet into the future roadway (map attached depicting this). The owners of this parcel have agreed to dedicate the 30 foot strip as right of way.

<b>RECOMMENDED ACTION:</b> Staff recommends the Council consider authorizing the Mayor to sign the attached deed and real estate tax affidavit accepting the conveyance of the 30 foot strip as right of way.
--

# EXHIBIT "A"





**After Recording Return to:**

CITY OF MARYSVILLE  
 1049 STATE AVENUE  
 MARYSVILLE, WA 98270

**DEED AND DEDICATION FOR PUBLIC RIGHT OF WAY**

Grantor: RICHARD L. CARLSON and MARY M. CARLSON  
 Grantee: CITY OF MARYSVILLE  
 Legal Description: Ptn of NW ¼ NW ¼, Snohomish Cty, WA Add'l on p. 3  
 Tax Parcel No: Ptn of 310533-002-054-00

THE GRANTORS, RICHARD L. CARLSON and MARY M. CARLSON, husband and wife, for and in consideration of TEN DOLLARS and other valuable consideration, in hand paid, convey, warrant and dedicate to the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, the following described real estate, situated in the County of Snohomish, State of Washington, for use as a public right of way:

**See EXHIBIT A attached hereto.**

**SUBJECT TO:** Easements, covenants, restrictions and reservations of record.

Also, the Grantor requests that the Assessor and Treasurer of Snohomish County, Washington, segregate the taxes and the assessed valuation as between the portion of property herein conveyed and the remainder thereof, and set over the lien of all unpaid taxes, if any, affecting the real estate herein conveyed to the portion of tax parcel 310533-002-054-00 not conveyed hereby, as provided for by RCW 84.60.070.

DATED this 10<sup>th</sup> day of November, 2016.

Richard L. Carlson  
 RICHARD L. CARLSON

Mary M. Carlson  
 MARY M. CARLSON

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that RICHARD L. CARLSON and MARY M. CARLSON are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 10<sup>th</sup> day of November, 2016.



William Hennessey  
(Legibly print name of notary)  
NOTARY PUBLIC in and for the State of  
Washington, residing at Lake Stevens WA  
My commission expires 8/29/17

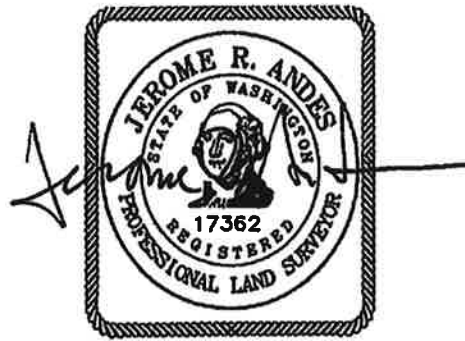
ACCEPTED:

CITY OF MARYSVILLE

By \_\_\_\_\_  
JON NEHRING, Mayor

**EXHIBIT A**

The East 30.00 feet of the north 150.00 feet, as measured perpendicular to and parallel with the east and north lines, of the East Half of the Northwest Quarter of the Northwest Quarter of Section 33, Township 31 North, Range 5 East, W.M.



4/25/2016



**REAL ESTATE EXCISE TAX AFFIDAVIT**

This form is your receipt when stamped by cashier.

PLEASE TYPE OR PRINT

CHAPTER 82.45 RCW - CHAPTER 458-61A WAC

THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED

(See back of last page for instructions)

Check box if partial sale of property

If multiple owners, list percentage of ownership next to name

SELLER GRANTOR	Name <u>RICHARD I. CARLSON and MARY M. CARLSON, h&amp;w</u>	BUYER GRANTEE	Name <u>CITY OF MARYSVILLE, municipal corporation</u>
	Mailing Address <u>4413 - 113th Place NE</u>		Mailing Address <u>1049 STATE AVENUE</u>
	City/State/Zip <u>Marysville, WA 98270</u>		City/State/Zip <u>Marysville, WA 98270</u>
	Phone No. (including area code) _____		Phone No. (including area code) _____
Send all property tax correspondence to: <input checked="" type="checkbox"/> Same as Buyer/Grantee		List all real and personal property tax parcel account numbers - check box if personal property	
Name _____		List assessed value(s)	
Mailing Address _____		PORTION OF <input type="checkbox"/>	
City/State/Zip _____		310533-002-054-00 <input type="checkbox"/>	
Phone No. (including area code) _____		_____ <input type="checkbox"/>	
_____ <input type="checkbox"/>		_____ <input type="checkbox"/>	

Street address of property: PORTION OF 15322 39TH AVE NE, MARYSVILLE, WA 98271

This property is located in Marysville

Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.

Legal description of property (if more space is needed, you may attach a separate sheet to each page of the affidavit)

The East 30.00 feet of the north 150.00 feet, as measured perpendicular to and parallel with the east and north lines, of the East Half of the Northwest Quarter of the Northwest Quarter of Section 33, Township 31 North, Range 5 East, W.M.

**Select Land Use Code(s):**  
48 - Highway and street right of way  
 enter any additional codes: \_\_\_\_\_  
 (See back of last page for instructions)

	YES	NO
Was the seller receiving a property tax exemption or deferral under chapters 84.36, 84.37, or 84.38 RCW (nonprofit organization, senior citizen, or disabled person, homeowner with limited income)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	YES	NO
Is this property designated as forest land per chapter 84.13 RCW?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34 RCW?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Is this property receiving special valuation as historical property per chapter 84.26 RCW?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If any answers are yes, complete as instructed below.

**(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE)**  
 NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale. (RCW 84.13, 140 or RCW 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information.

This land  does  does not qualify for continuance.

DEPUTY ASSESSOR	DATE
_____	_____

**(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY)**  
 NEW OWNER(S): To continue special valuation as historic property, sign (3) below. If the new owner(s) does not wish to continue, all additional tax calculated pursuant to chapter 84.26 RCW, shall be due and payable by the seller or transferor at the time of sale.

**(3) OWNER(S) SIGNATURE**

\_\_\_\_\_  
 PRINT NAME

List all personal property (tangible and intangible) included in selling price.

If claiming an exemption, list WAC number and reason for exemption:

WAC No. (Section/Subsection) 458-61A-205(4)

Reason for exemption Government transfer for a public purpose required for development approval

Type of Document Deed and Dedication for Public Right of Way

Date of Document \_\_\_\_\_

Gross Selling Price \$	0.00
*Personal Property (deduct) \$	_____
Exemption Claimed (deduct) \$	_____
Taxable Selling Price \$	0.00
Excise Tax : State \$	0.00
<u>0.0050</u> Local \$	0.00
*Delinquent Interest: State \$	_____
Local \$	_____
*Delinquent Penalty \$	_____
Subtotal \$	0.00
*State Technology Fee \$	5.00
*Affidavit Processing Fee \$	_____
Total Due \$	10.00

A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX  
 \*SEE INSTRUCTIONS

I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Signature of Grantor or Grantor's Agent Mary M Carlson  
 Name (print) Mary M. Carlson  
 Date & city of signing: 11-10-16 Marysville

Signature of Grantee or Grantee's Agent \_\_\_\_\_  
 Name (print) Jon Nehring, Mayor  
 Date & city of signing: \_\_\_\_\_ Marysville

Perjury: Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.021 (1)(C)).

REV 84 0001a (01/05/16) THIS SPACE - TREASURER'S USE ONLY COUNTY TREASURER

# *Index #8*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 11/28/2016**

AGENDA ITEM: AN ORDINANCE OF THE CITY OF MARYSVILLE AMENDING SECTIONS 3.64.020(1) AND (2) OF THE MARYSVILLE MUNICIPAL CODE, RELATING TO THE UTILITY TAX ON TELEPHONE SERVICES.	
PREPARED BY: Sandy Langdon,/Finance Dir. DEPARTMENT: Finance	DIRECTOR APPROVAL:
ATTACHMENTS: Draft Ordinance	
BUDGET CODE:	AMOUNT:

**SUMMARY:**

The attached ordinance authorizes the continuance of the 1% utility tax on telephone services authorized under Chapter 35.21 RCW and adopted under MMC 3.64.020 (1) and (2).

RCW 35.21 allows the City to impose a tax, not to exceed six percent, on electrical energy, natural gas, steam energy, or telephone business.

The current ordinance is due to expire the additional 1% on February 28, 2017. Staff recommends a two-year extension of the additional 1% on telephone business, setting the total utility tax on telephone business at 6%, to keep in sync with the 2017/2018 Preliminary Biennial Budget.

**RECOMMENDED ACTION:** Staff recommends that Council adopt the ordinance to extend the additional 1% utility tax on telephone business to February 29, 2019.



CITY OF MARYSILLE  
Marysville, Washington

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF MARYSVILLE AMENDING SECTIONS  
3.64.020(1) AND (2) OF THE MARYSVILLE MUNICIPAL CODE, RELATING  
TO THE UTILITY TAX ON TELEPHONE SERVICES.**

WHEREAS, the City is authorized under Chapter 35.21 RCW to impose a tax on the privilege of conducting an electrical energy, natural gas, steam energy, or telephone business at a rate not to exceed six percent; and

WHEREAS, the City currently imposes tax upon the privilege of conducting an electrical energy or natural gas business at a rate of five percent and telephone business at a rate of six percent, and

WHEREAS, the six percent tax on telephone business will expire on February 28, 2016; and

WHEREAS, the City wishes to continue the tax upon the privilege of conducting a telephone business at six percent; and

WHEREAS, RCW 35.21.865 provides that no tax increase may take effect before the expiration of 60 days following the enactment of the ordinance; and

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

SECTION 1. Section 3.64.020(1) and (2) of the Marysville Municipal Code are hereby amended to read as follows:

**3.64.020 Telephone business.** (1) Upon any telephone business there is levied a tax equal to six percent of the total gross operating revenues, including revenues from intrastate toll, derived from the operation of such business within the city. The tax shall be paid monthly on or before the twentieth day of the following month. In computing the tax there shall be deducted from the revenues the following items:

(a) Charges which are passed on to the subscribers by a telephone company pursuant to tariffs required by regulatory order to compensate for the cost to the company of the tax imposed herein;

(b) The amount of uncollectible service charges actually sustained by the telephone company;

(c) Amounts derived from transactions in interstate or foreign commerce or from any business which the city is prohibited from taxing under the Constitutions of the State of Washington or the United States.

(2) "Telephone business" means the business of providing access to a local telephone network, local telephone network switching service, toll service, or coin telephone services, or providing telephone, video, data, or similar communication or transmission for hire, via a local telephone network, toll line or channel, cable, microwave, radio or similar communication or transmission system, including cellular telephone service. It includes cooperative or farmer-line telephone companies or associations operating an exchange. "Telephone business" does not include the providing of competitive telephone service, nor the providing of cable television service.

SECTION 2. This ordinance shall take effect on March 1, 2017 and shall automatically expire and be repealed February 28, 2019.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF MARYSVILLE

By \_\_\_\_\_  
MAYOR

Attest:

By \_\_\_\_\_  
DEPUTY CITY CLERK

Approved as to from:

By \_\_\_\_\_  
CITY ATTORNEY

Date of publication: \_\_\_\_\_

Effective Date : March 1, 2017

# *Index #9*



**PUBLIC WORKS DEPARTMENT**  
 80 Columbia Avenue, Marysville, Washington 98270  
 Phone (360) 363-8100 Fax (360) 363-8284

## MEMORANDUM

Date: November 8, 2016  
 To: Marysville City Council  
 From: Jeff Laycock, PE  
 Cc: Gloria Hirashima, Kevin Nielsen, Jim Ballew  
 RE: **Waterfront Park and Trail Cost Summary Narrative**

This narrative is intended to summarize the elements that staff have reviewed from the master planning effort and in order to cut total project cost of \$33,761,639 to an estimated \$15,000,000.

### Ebey Waterfront Trail

The Ebey Waterfront Trail project was broken into six phases as shown in the figure below and includes: (1) Western Breach, Underpass at SR529 (2) Olympic View Park, (3) Levee Trail, (4) Sunnyside Blvd, (5) Crane Property, and (6) Harbor View Park.

Phase	Planning Cost	New Estimate
1 – Western Breach	\$1,237,672	Complete in 2016
1 – Additional Work	\$2,201,797	\$622,754
2 – Olympic View Park	\$2,621,026	\$1,077,882 (\$-500K grant)
3 – Levee Trail	\$676,469	\$412,241
4 – Sunnyside Blvd	\$1,464,300	\$902,615
5 – Crane Property	\$3,356,170	\$1,422,786
6 – Harborview Park	\$857,362	\$161,360
<b>Total</b>	<b>\$12,414,796</b>	<b>\$4,000,000</b>

Most of Phase 1 including a portion of Phase 2 has been constructed or is currently under construction. The planning level estimate for the trail construction involved with Phase 1 and 2 was around \$1,500,000. The actual cost for this phase will be more near \$750,000. Based on this information, staff can predict that the future overall cost of the trail improvements will be less than anticipated, while still obtaining the desired aspects that went into the master plan effort.

The additional work within Phase 1 that will remain includes the trail underpass at the SR 529 bridge and light watercraft mooring. Elements that were removed are shown in Figure – Phase 1 on the next page.

Phase 2 includes the development of Olympic View Park. The paved trail portion is complete. The elements that will remain include the development of Olympic View Park as planned for. Elements that were removed are shown in Figure – Phase 2 on the next page.

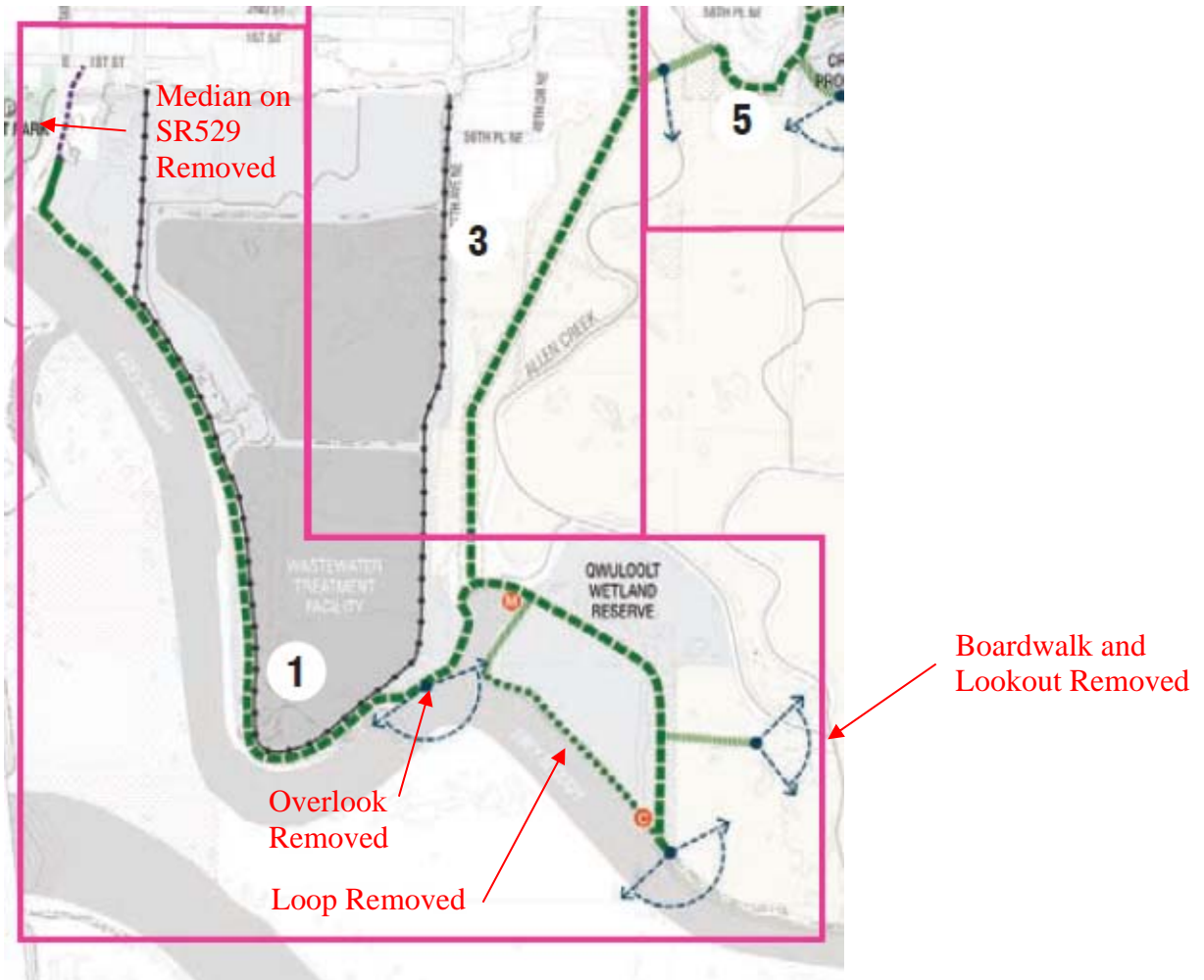


Figure – Phase 1 Western Breach

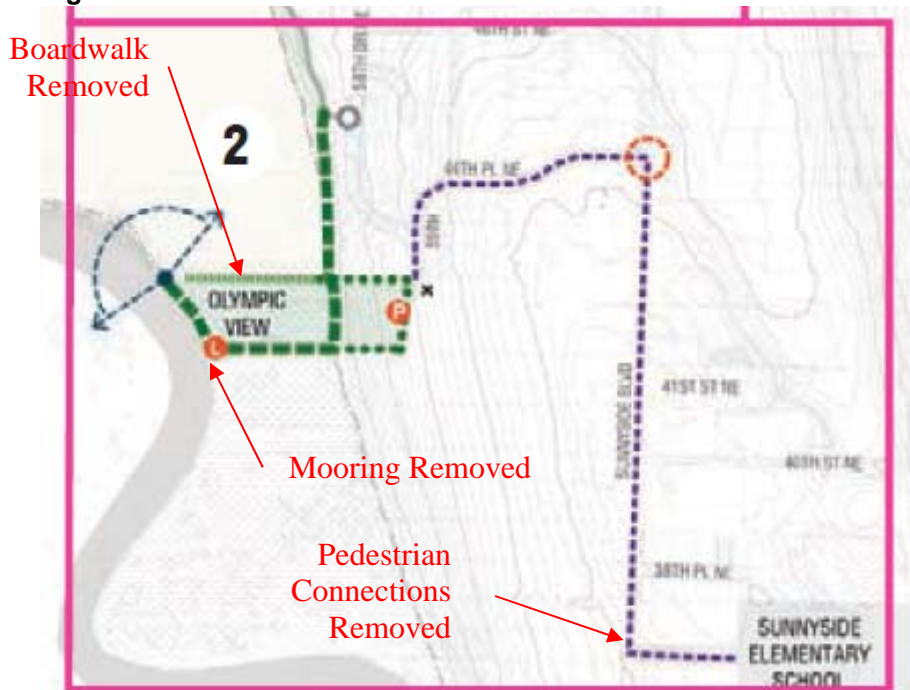


Figure – Phase 2 Olympic View Park

Phase 3 includes the Levee Trail. The levee trail work is fairly minimal since the surface is already prepped for paving. The elements that will remain include the trail and a couple of overlooks along the trail. Elements that were removed are shown in Figure – Phase 3 below and include the pedestrian connection to Sunnyside Blvd.

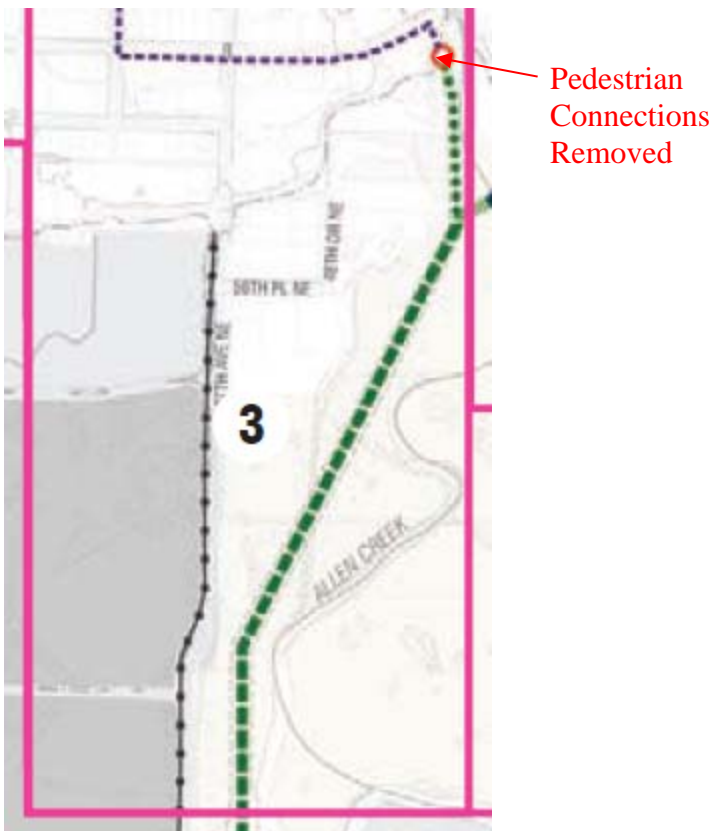


Figure – Phase 3 Levee Trail

Phase 4 includes the trail along Sunnyside Blvd. The elements that will remain include the trail and a section of boardwalk. Elements that were removed are shown in Figure – Phase 4 below and include the pedestrian connection to Sunnyside Blvd, an overlook and picnic area.

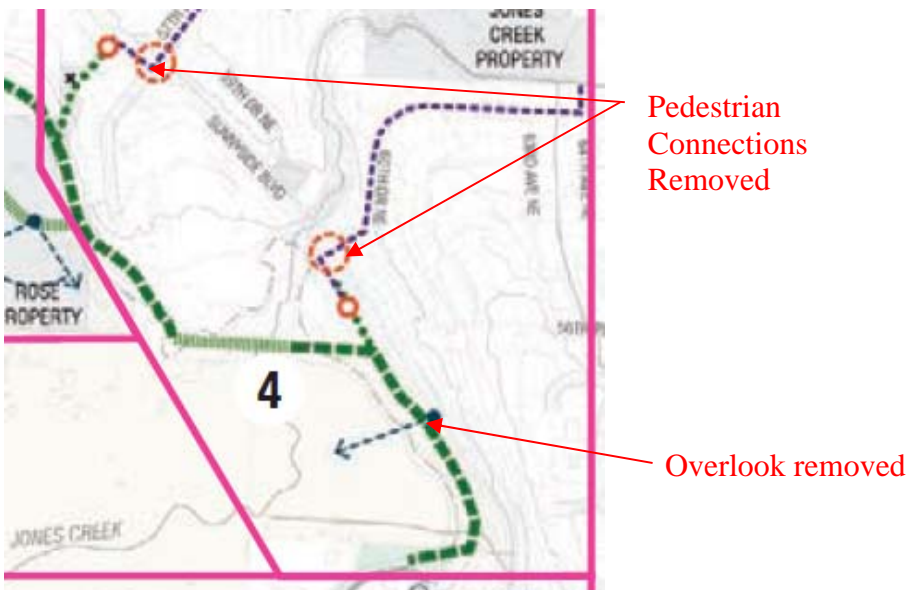


Figure – Phase 4 Sunnyside Blvd Trail



Phase 5 includes the development of the Crane Property. The elements that remain include the main trail, bridge across Allen Creek, a trailhead at the Crane property including parking, an outdoor classroom and restroom facility. Elements that were removed include an education center, the loop boardwalk trail including overlooks and pedestrian connections at Sunnyside Blvd.

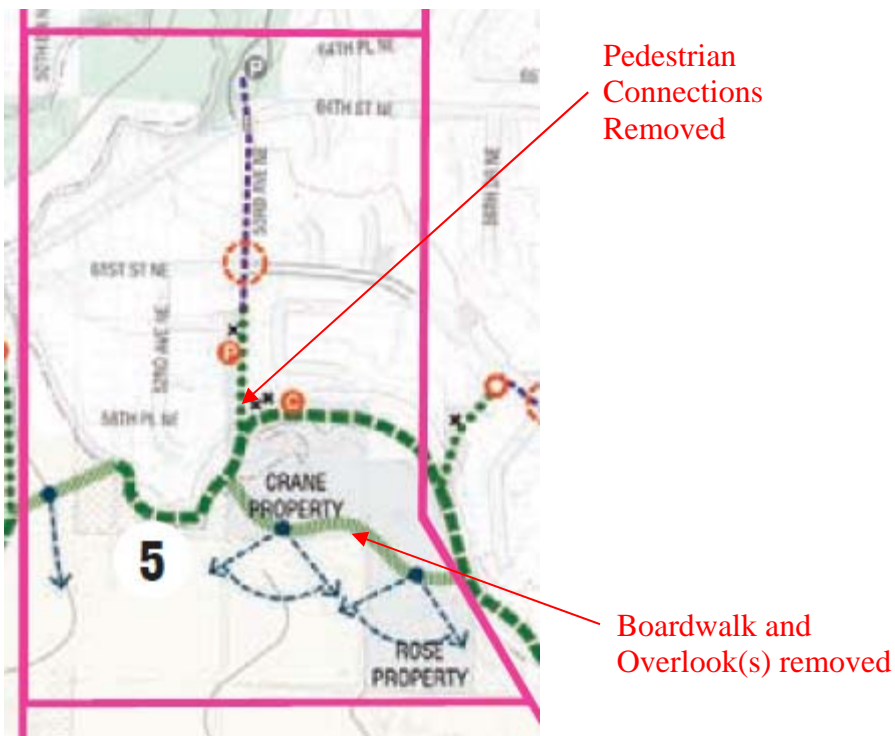


Figure – Phase 5 Crane Property

Phase 6 includes improvements to the existing Harborview Park. The elements that remain include a new section of main trail and miscellaneous park improvements to improve the existing facilities. Elements that were removed include dedicated parking, a restroom, new play area, an overlook and pedestrian connections at Sunnyside Blvd.



Figure – Phase 6 Harborview Park

## Ebey Waterfront Park

The Ebey Waterfront Park initial planning level estimate is \$21,346,843. The conceptual plan is shown below with a table of costs associated with each park element. The significant cost differences come from deleting the light watercraft center and community event space (foundation only for future), removal of the floating dock and eatery (future), and far less site development activities planned as some of this work has already taken place.



Park Element	Planning Cost	New Estimate
1 – Park Entry	\$29,226	\$29,226
2 – Private Property	Not Included	Not Included
3 – Improved First Street	Not Included	\$0 (Grant)
4 – Boardwalk Promenade and Event Space	\$1,320,410	\$1,000,000
5 – Flexible Lawn Hammocks	\$254,650	\$100,000 (alternative)
6 – Stormwater Treatment w/ Interpretive Outlook	\$353,012	\$300,000
7 – Picnic Tables	\$84,601	\$84,601
8 – Sculptural Play Area	\$178,896	\$178,896
9 – Event Lawn for Stage and Amphitheater	\$145,047	\$100,000
10 – Modified Boat Basin for Light Watercraft	\$1,915,394	\$1,000,000
11 – Watercraft Center and Event Space	\$3,194,773	\$500,000 (foundation only)
12 – Drop off/Parking and Property Fence Line	\$168,284	\$168,284
13 – Light Watercraft Launch	\$243,093	\$200,000
14 – Floating Deck	\$393,611	\$0
15 – Floating Eateries and Seasonal Concessions	\$661,754	\$0
16 – Waterfront Boardwalk	\$2,555,267	\$2,000,000
17 – Water Feature and Tidal Garden	\$771,613	\$500,000
18 – Modified Boat Lift for Group Hammock	\$36,304	\$36,304
19 – Existing Restroom	Not Included	Not Included
20 – Existing Boat Ramp Parking	Not Included	Not Included
21 – Waterfront Connection	\$285,898	\$250,000
Site Preparation and Demolition	\$3,368,755	\$2,000,000
Site Development	\$2,141,354	\$1,000,000
Site Utilities	\$2,647,850	\$1,500,000
<b>Total</b>	<b>\$21,346,843</b>	<b>\$11,000,000</b>

### Schedule

Staff anticipate that the Ebey Waterfront Park and Trail project would be separated in terms of project delivery. The schedule below is a rough estimate of schedule.

	2016	2017	2018	2019
Preliminary	X			
Design		X	X	
Property Rights	X	X	X	
Permitting		X	X	
Construction			X	X

**COUNCILMANIC BONDS 1.5% OF ASSESS VALUATION**

		2016 AV		Preliminary 2017 AV		Preliminary 2018 AV		Preliminary 2019 AV
<b>Assessed Valuation</b>		<b>\$5,976,816,814</b>		<b>\$6,435,691,039</b>		<b>\$6,742,118,682</b>		<b>\$7,060,803,431</b>
<b>Statutory Debt Limit</b>		<b>\$ 89,652,252</b>		<b>\$ 96,535,366</b>		<b>\$ 101,131,780</b>		<b>\$ 105,912,051</b>
City Hall Purchase & Remodel	2.00%	1,790,575	1.73%	1,669,975	1.40%	1,420,400	1.10%	1,160,775
State Ave Improvements	2.98%	2,672,500	2.58%	2,492,500	2.10%	2,120,000	1.64%	1,732,500
Waterfront Park	0.98%	881,925	0.85%	822,525	0.69%	699,600	0.54%	571,725
Golf Course Renovation	0.98%	880,000	0.75%	720,000	0.55%	555,000	0.36%	380,000
Pro Shop Remodel	0.30%	268,460	0.11%	110,245	0.00%	-	0.00%	-
Street Construction	5.57%	4,990,000	5.17%	4,990,000	4.49%	4,545,000	3.86%	4,085,000
Courthouse & Other Properties	5.06%	4,535,000	4.54%	4,380,000	4.33%	4,380,000	4.14%	4,380,000
800 MHZ Radio	0.29%	258,261	0.18%	175,818	0.00%	-	0.00%	-
156th Overcrossing & BIA	8.76%	7,850,000	7.69%	7,425,000	6.90%	6,980,000	6.15%	6,515,000
Debt Outstanding	26.91%	24,126,721	23.60%	22,786,063	20.47%	20,700,000	17.77%	18,825,000
<b>Available Capacity</b>	<b>73.09%</b>	<b>65,525,531</b>	<b>76.40%</b>	<b>\$ 73,749,303</b>	<b>79.53%</b>	<b>\$ 80,431,780</b>	<b>82.23%</b>	<b>\$ 87,087,051</b>
Debt under Consideration								
Transportation - 2018	0.00%		0.00%		15.02%	14,500,000	15.02%	14,500,000
Transportation - 2019	0.00%		0.00%		0.00%		10.36%	10,000,000
Public Safety Building	0.00%		0.00%		5.18%	5,000,000	5.18%	5,000,000
Parks	0.00%		0.00%		31.08%	30,000,000	31.08%	30,000,000
	0.00%	-	0.00%	-	51.28%	49,500,000	61.64%	59,500,000
Debt Outstanding w/Debt under Consideration	26.91%	24,126,721	23.60%	22,786,063	72.72%	70,200,000	81.14%	78,325,000
<b>Available Capacity w/Debt under Consideration</b>	<b>73.09%</b>	<b>65,525,531</b>	<b>76.40%</b>	<b>73,749,303</b>	<b>27.28%</b>	<b>30,931,780</b>	<b>18.86%</b>	<b>27,587,051</b>

**VOTED BONDS 1.00% OF ASSESSED VALUE**

<b>Statutory Debt Limit</b>		<b>\$ 59,768,168</b>		<b>\$ 64,356,910</b>		<b>\$ 67,421,187</b>		<b>\$ 70,608,034</b>
<b>Available Capacity</b>	<b>100.00%</b>	<b>\$ 59,768,168</b>	<b>100.00%</b>	<b>\$ 64,356,910</b>	<b>100.00%</b>	<b>\$ 67,421,187</b>	<b>100.00%</b>	<b>\$ 70,608,034</b>

**DRAFT  
CITY OF MARYSVILLE  
Marysville, Washington**

**ORDINANCE NO. \_\_\_\_\_**

An Ordinance of the City of Marysville adopting a biennial budget for the City of Marysville, Washington, for the biennial period of January 1, 2017 through December 31, 2018, setting forth in summary form the totals of estimated revenues and appropriations for each separate fund and the aggregate totals of all such funds combined, and establishing compensation levels as proscribed by MMC 3.50.030.

WHEREAS, the City of Marysville on April 28, 2014 adopted Ordinance 2958 establishing a biennial budget process as provided in RCW 35A.34.040; and

WHEREAS, as required by law the City has conducted public hearings on the preliminary biennial budget for January 1, 2017 through December 31, 2018 on November 14, 2016 as required by law and said budget has been filed with the City Clerk, also as required by law, NOW, THEREFORE,

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

Section 1. In accordance with the provisions of RCW 35A.34.120, the budget of the City of Marysville, Washington, for the 2017-2018 Biennial Budget, a summary of which is attached hereto as Appendix A, is hereby adopted by reference, after the public hearing on November 14, 2016 and after the preliminary budget has been filed with the City Clerk as required by law.

Section 2. The totals of estimated revenues and appropriations for each separate Fund and the aggregate totals for all such Funds combined are set forth in summary form attached hereto and contained in Appendix A.

Section 3. The City Clerk is directed to keep on file a certified copy of the complete Budget which is hereby adopted.

Section 4. This Ordinance shall take effect and be in force January 1, 2017.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of November, 2016.

CITY OF MARYSVILLE

By \_\_\_\_\_  
MAYOR

ATTEST

By \_\_\_\_\_  
DEPUTY CITY CLERK

Approved as to form:

By \_\_\_\_\_  
CITY ATTORNEY



# APPENDIX A

## 2017-2018 Biennial Budget

### 2017-2018 BIENNIAL BUDGET SUMMARY - ALL FUNDS Revised 11/23

DEPARTMENT	BEGINNING FUND BALANCE	2017-2018 REVENUE	2017-2018 EXPENDITURES	ENDING FUND BALANCE
001 General Fund	6,703,205	97,699,732	97,475,334	6,927,603
005 General Cum. Reserve	7,913,897	-	3,700,000	4,213,897
101 City Street	-	8,915,617	8,915,617	-
102 Arterial Street	-	3,200,000	3,200,000	-
103 Drug Enforcement	238,555	20,300	240,000	18,855
104 Tribal Gaming Fund	29,406	225	21,853	7,778
105 Hotel/Motel Tax Fund	95,455	180,700	193,692	82,463
106 KBCC	6,394	2,550	5,344	3,600
108 I/NET	311,370	238,000	246,607	302,763
109 CDBG Program	-	700,000	700,000	-
110 GMA-REET I	319,271	1,601,000	1,875,475	44,796
111 GMA-REET II	289,634	1,602,500	1,850,000	42,134
114 TBD	1,169,744	3,986,000	3,147,000	2,008,744
206 LTGO Debt Service	30,786	5,286,550	5,282,250	35,086
271 LID 71 Debt Service	67,421	785,606	823,670	29,357
305 Street Capital Imprvmnts	3,312,769	21,318,731	24,631,500	(0)
310 Parks Capital Imprvmnts	267,723	3,569,220	3,591,739	245,204
401 Water/Sewer Operating	14,209,418	52,596,667	57,862,644	8,943,441
402 Utility Construction	1,389,921	17,230,329	18,620,250	-
410 Garbage & Refuse	3,318,005	14,535,576	14,522,130	3,331,451
420 Golf Course Operating	-	2,692,948	2,692,948	-
450 Utility Debt Service Fund	1,764,389	10,527,344	10,485,844	1,805,889
501 Fleet Services	269,360	5,629,483	5,601,869	296,974
502 Facilities Maintenance	153,410	1,199,640	1,292,756	60,294
503 Information Services	248,602	2,250,178	2,459,374	39,406
<b>TOTAL ALL FUNDS</b>	<b>42,108,734</b>	<b>255,768,896</b>	<b>269,437,896</b>	<b>28,439,734</b>
<b>TOTAL BUDGET</b>		<b>297,877,630</b>		<b>297,877,630</b>

# *Index #10*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: November 28, 2016**

<b>AGENDA ITEM:</b> Appointment to the Marysville Parks, Culture and Recreation Board	<b>AGENDA SECTION:</b> Mayor's Business	
<b>PREPARED BY:</b> April O'Brien, Deputy City Clerk	<b>AGENDA NUMBER:</b>	
<b>ATTACHMENTS:</b> Appointment Forms	<b>APPROVED BY:</b>	
	MAYOR	CAO
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>	

Summary:

Mayor Nehring is requesting the appointment of Kelly Huestis to fill Mike Elmore's vacant position on the Marysville Parks, Culture and Recreation Board.

<b>RECOMMENDED ACTION:</b> Mayor Nehring recommends the City Council confirm the appointment of Kelly Huestis to the Marysville Parks, Culture and Recreation Board.
<b>COUNCIL ACTION:</b>



Office of the Mayor  
Jon Nehring  
1049 State Avenue  
Marysville, WA 98270  
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 appoint Kelly Huestis as a member of the MARYSVILLE PARKS, CULTURE AND RECREATION BOARD of the City of Marysville, pursuant to the provisions of the Marysville Municipal Code 2.20.030 dated this 28 day of November, 2016.

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M A Y O R

I do swear and affirm I will perform the duties assigned to me as a member of the MARYSVILLE PARKS, CULTURE AND RECREATION BOARD of the City of Marysville in the manner required by law.

Dated this 28 day of November, 2016

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Kelly Huestis

This term of appointment expires the 28 day of February, 2017.