

**Marysville City Council Meeting**

**January 27, 2014**

**7:00 p.m.**

**City Hall**

**Call to Order**

**Invocation**

**Pledge of Allegiance**

**Roll Call**

**Approval of the Agenda**

**Committee Reports**

**Presentations**

- A. Employee Services Awards
- B. Volunteer of the Month
- C. Dare to Soar Nomination
- D. Strawberry Festival Pageant Contestants

**Audience Participation**

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

- 1. Approval of the January 6, 2014 City Council Work Session Minutes.

**Consent**

- 2. Approval of the December 27, 2013 Claims in the Amount of \$158,502.90; Paid by Check Number's 89352 through 89421 with No Check Numbers Voided.
- 3. Approval of the December 28, 2013 Claims in the Amount of \$1,405,686.67; Paid by Check Number's 89444 through 89578 with No Check Numbers Voided.
- 4. Approval of the January 8, 2014 Claims in the Amount of \$11,527.34; Paid by Check Number's 89422 through 89443 with No Check Numbers Voided.
- 5. Approval of the January 15, 2014 Claims in the Amount of \$153,805.30; Paid by Check Numbers 89579 through 89637 with No Check Numbers Voided.

**Review Bids**

## Marysville City Council Meeting

January 27, 2014

7:00 p.m.

City Hall

### Public Hearings

### New Business

6. Consider the Interlocal Agreement between the City of Marysville and Snohomish County concerning Provision of Fire Investigation Services.
7. Consider the Professional Services Agreement with FCS Group for Analysis of Fire and Emergency Medical Services Alternatives.
8. Consider the Interlocal Agreement between the Marysville City Council and the Marysville Transportation Benefit District.
9. Consider an **Ordinance** Amending Marysville Municipal Code (MMC) Chapter 20.12 Entitled "Animals and Vehicles on Sidewalk"; Providing for Severability; and Effective Date.
11. Consider the Interlocal Agreement between Snohomish County and the City of Marysville Concerning the Completion of an Intersection Justification Report for a New Intersection at SR 529 and Interstate 5 South of the City of Marysville.

### Legal

### Mayor's Business

10. Parks and Recreation Board Appointments; Mike Elmore, Katherine Smith, and Mike Leighan.

### Staff Business

### Call on Councilmembers

### Executive Session

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

### Adjourn

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

# *Index #1*

COUNCIL



*DRAFT*  
MINUTES

**Work Session**  
*January 6, 2014*

**Call to Order / Pledge of Allegiance**

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

**Roll Call**

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

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

**Approval of Agenda**

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

**Motion** made by Councilmember Stevens, seconded by Councilmember Toyer, to waive normal Council study session rules to allow the Council to take action on items relation to Library Board, Salary Commission, and Planning Commission appointments. **Motion** passed unanimously (7-0).

**Committee Reports**

None



**Presentations**

A. Oaths of Office: Councilmember Kamille Norton, Councilmember Jeffrey Vaughan, Councilmember Donna Wright, Councilmember Jeff Seibert, Councilmember Michael A. Stevens, Municipal Court Judge Fred Gillings, and Municipal Court Judge Lorrie Towers.

The above individuals were sworn into their respective positions.

*Council recessed from 7:18 until 7:35 for refreshments then reconvened into the work session.*

**Discussion Items****Approval of Minutes**

1. Approval of the November 25, 2013 City Council Meeting Minutes.
2. Approval of the December 2, 2013 City Council Work Session Minutes.
3. Approval of the December 9, 2013 City Council Meeting Minutes.

**Consent**

4. Approval of the December 11, 2013 Claims in the Amount of \$459,586.68; Paid by Check Number's 88783 through 88901 with No Check Numbers Voided.
5. Approval of the December 18, 2013 Claims in the Amount of \$5,134,304.61; Paid by Check Number's 88902 through 89078 with No Check Numbers Voided.
6. Approval of the December 25, 2013 Claims in the Amount of \$872,272.39; Paid by Check Number's 89079 through 89231 with No Check Numbers Voided.
7. Approval of the December 20, 2013 Payroll in the Amount of \$1,184,288.81; Paid by Check Number's 27234 through 27273 with Check Number 27217 Voided and Reissued with Check Number 27233.

**Review Bids****Public Hearings**

**New Business**

8. Consider Approving the Professional Services Agreement with Strategies 360 for Lobbying Services.

CAO Hirashima stated that the scope of work has been revised for 2014 to focus primarily on lobbying activities for the industrial manufacturing bill. The dollar amount has also been reworked so that the payment is higher in the months of session, but overall, it is a savings compared to last year.

9. Consider the Snohomish County Human Services Grant Agreement which will provide \$11,000 in Reimbursed Funds for the Salaries and Benefits of the Program Clerk Position at the Ken Baxter Community Center through December 31, 2014.

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

10. Consider Approving the Supplemental Agreement No. 2 with ECCOS Design LLC to Provide for a Contract Extension through June 30, 2014.

Director Ballew stated that this would provide the City a contract with no additional funds to keep the landscape architect for the spray park on board through June. There were no comments or questions regarding this item.

11. Consider the Fuel Tax Grant Agreements and Project Funding Status Form for Transportation Improvement Board (TIB) Grant Funding of the State Avenue 116<sup>th</sup> Street NE to 136<sup>th</sup> Street NE Project.

Director Nielsen stated that this was the agreement to get \$3 million grant and construct the two lanes from 116<sup>th</sup> to 136<sup>th</sup>. Mayor Nehring commented that this is very good news.

12. Consider an **Ordinance** Repealing Marysville Municipal Code (MMC) Chapter 7.04 Entitled "Unsanitary Condition-Nuisances;" and Amending MMC Section 6.24.050 Entitled "Types of Nuisances" Adding Subsection (30) through (34); Providing for Severability; and Effective Date.

CAO Hirashima stated that items 12 and 13 are primarily cleanup ordinances for Public Nuisance and Code Enforcement sections. Some of the sections were outdated and conflicted with one another. It would also make the third violation a criminal misdemeanor to provide a higher level of penalties and get some sort of resolution to the items.

Councilmember Seibert referred to a section regarding explosive materials. He asked what materials this was referring to. Paul Rochon explained that the section was taken from the state code. Grant Weed concurred and noted that within that statute there is a definition.

13. Consider an **Ordinance** Amending Portions of Marysville Municipal Code (MMC) Chapter 4.02 Entitled “Enforcement Procedures” and Chapter 6.24 Entitled “Public Nuisance”; Providing for Severability; and Effective Date.

This item is related to item 12.

14. Consider an **Ordinance** of the City of Marysville Amending the 2013 Budget and Providing for the Increase of Certain Expenditure Items as Budgeted for in Ordinance No. 2911.

Finance Director Langdon explained that the budget needs to be amended to reflect the refunding that was done.

### **Legal**

15. Consider Approving the Real Estate Conveyance Agreement with Marysville School District No. 25 and Associated Interlocal Agreement.

Director Nielsen stated that this is the conveyance of the Jones Creek property from the school district to the City. There is no monetary consideration being paid for the transfer of the property.

### **Mayor’s Business**

16. Library Board Appointment: Larry Nyland.

**Motion** made by Councilmember Muller, seconded by Councilmember Stevens, to affirm Mayor Nehring’s appointment of Larry Nyland to the Library Board. **Motion** passed unanimously (7-0).

Salary Board Commission Appointment – Larry Nyland

**Motion** made by Councilmember Wright, seconded by Councilmember Toyer, to affirm Mayor Nehring’s appointment of Larry Nyland to the Library Board. **Motion** passed unanimously (7-0).

17. Facts and Information Regarding the Marysville School District Levy.

18. Planning Commission Reappointment: Stephen Leifer.

**Motion** made by Councilmember Stevens, seconded by Councilmember Muller, to affirm Mayor Nehring’s appointment of Stephen Leifer to the Planning Commission. **Motion** passed unanimously (7-0).

**Other items:**

- January 16 is the Snohomish County Cities dinner where elections for various boards will be held.
- Scott Randall, President of the Red Curtain Foundation for the Arts, has leased the old Dunn Lumber building to be a performing arts center. Mayor Nehring said he had the opportunity to tour the building and this promises to be an exciting venture, especially considering that his mother, Becky Randall, was instrumental in the formation of the Arts Coalition.
- The Legislative Action Committee trip to Olympia is coming up on January 29 and 30. Interested councilmembers should notify staff as soon as possible.
- National League of Cities will be held in Washington, DC will be on March 9-12.

**Staff Business**

Kevin Nielsen discussed major achievements for Public Works over the past year, and especially over the break with the transition from PUD to the City. He congratulated the Council for their efforts related to and in support of this.

Sandy Langdon had no items.

**Chief Smith:**

- It has been a very, very busy first of the year. On January 2, four search warrants were written and executed in or on behalf of the city. He highlighted the results of those.
- His goal for the Police Department and for the City for the new year is to reduce crime by 20%.
- The number of case reports taken by the Police Department has steadily grown over the years. Last year it increased from 8,434 case reports written the year before to 9,310 reports written last year. This was an increase of 876 reports.

**Jim Ballew:**

- He commended Kevin Nielsen for the recent achievements over the last year related to the successful PUD transition.
- Father Daughter Dance tickets are on sale.
- Staff did a great job with all the holiday activities.

**Grant Weed:**

- The agreement with the PUD taking over service in the Sunnyside area was a really big deal. The negotiations are over ten years old and the process has been very difficult. This was a great cooperative effort between Marysville staff and PUD staff and will serve the City for many years to come.
- He stated the need for an Executive Session to discuss four items: one item related to the purchase and sale of real estate, one item related to review of complaints or charges against a public employee, one item related to the performance of a public employee, and one related to collective bargaining for a

total of 20 minutes. He stated that action would be possible on item related to the performance review of an employee.

Gloria Hirashima:

- She agreed that the PUD transition was a really big deal. She thanked and congratulated everyone who had a role in that.
- She thanked all the directors for the hard work they have done over the last year.
- She noted that the Economic Development Committee had been scheduled for the third Monday of the month, but this month that falls on a holiday. After some discussion there was consensus to meet on the 4<sup>th</sup> Monday this month which is January 27 at 5:30.

### **Call on Councilmembers**

Rob Toyer had no comments.

Michael Stevens:

- He stated that he is registered for the Father-Daughter dance and looks forward to it every year.
- He congratulated Kevin Nielsen for the accomplishments of Public Works.
- He noted that the fire district annexation had been scheduled for discussion soon. Finance Director Langdon noted that staff is currently reviewing the contract with the consultant, but it will probably be coming back at the end of January or the beginning of February.

**Motion** made by Councilmember Stevens, seconded by Councilmember Toyer, to waive the normal voting procedure of the study session in order to vote on whether to add Ordinance 2938 which was approved on December 9, 2013 to the agenda for reconsideration. **Motion** carried 5-2, Councilmember Vaughan and Councilmember Seibert voting against the motion.

**Motion** made by Councilmember Stevens, seconded by Councilmember Toyer, to direct staff to add Ordinance 2938 in its revised form to the agenda as soon as possible for reconsideration. **Motion** carried 5-2, Councilmember Vaughan and Councilmember Seibert voting against the motion.

Kamille Norton said it's good to be back and see everyone. Thanks to staff for all their hard work. She heard that Marysville for the Holidays was wonderful, but she was unable to attend due to family illnesses.

Steve Muller stated that the City has worked very hard to have control of its destiny. He thinks this is a great opportunity for the City. Thanks to staff for all the hard work. He is looking forward to a good 2014.

*DRAFT*

Donna Wright announced that Gary Wright Realty has merged with Coldwell-Banker Bain. She commented on the tremendous growth and changes in Marysville that she has witnessed over the years.

Jeff Seibert:

- Congratulations to Kevin Nielsen and Public Works on the PUD transition.
- Congratulations to the Police Department for their excellent work.
- Welcome back to everyone.

Mayor Pro Tem Jeff Vaughan commented on the value of the Constitution and how those values are reflected in the oaths of office that were heard tonight.

He reviewed the list of committee assignments and solicited any corrections. Councilmember Muller noted that he is also assigned to the Affordable Housing Board. Mayor Pro Tem Vaughan then solicited any changes. There were none. He stated that the Mayor had asked the Council to consider his appointments also.

**Motion** made by Councilmember Seibert, seconded by Councilmember Stevens, to appoint Mayor Nehring to continue to serve on the Community Transit and SERS Boards. **Motion** passed unanimously (7-0).

Mayor Pro Tem Nominations

There was a discussion of term lengths, and there was consensus to bring this back to the regular meeting next Monday.

Council recessed at 8:30 for four minutes after which time they reconvened into Executive Session at 8:34 for 20 minutes to discuss four items related to the purchase and sale of real estate, the review of complaints or charges against a public employee, the performance of a public employee, and collective bargaining. It was stated that there was possibility of action following the performance review of an employee item.

### **Executive Session**

- A. Litigation
- B. Personnel – 3 items – RCW 42.30.110 (1)(f), RCW 42.30.110 (1)(g), and RCW 42.30.140 (4)(a).
- C. Real Estate – 1 item - RCW 42.30.110 (1)(c)

Executive Session extended 10 minutes.

Executive Session ended and meeting reconvened into regular session at 9:04 pm.

*DRAFT*

**Motion** made by Councilmember Wright, seconded by Councilmember Toyer, to execute the Second Amendment to the Chief Administrator Officer's Employment Contract. **Motion** passed unanimously (7-0).

**Adjournment**

Seeing no further business Mayor Nehring adjourned the meeting at 9:05 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

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

# *Index #2*



**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: January 27, 2014**

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

Please see attached.

**RECOMMENDED ACTION:**

The Finance and Executive Departments recommend City Council approve the **December 27, 2013** claims in the amount of **\$158,502.90** paid by **Check No.'s 89352 through 89421 with no Check No. voided.**

**COUNCIL ACTION:**

BLANKET CERTIFICATION  
**CLAIMS**  
FOR  
**PERIOD-13**

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 **\$158,502.90 PAID BY CHECK NO.'S 89352 THROUGH 89421 WITH NO CHECK NO. VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

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

\_\_\_\_\_  
MAYOR DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **27<sup>th</sup> DAY OF JANUARY 2014.**

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

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COUNCIL MEMBER

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COUNCIL MEMBER

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 1/3/2014 TO 1/9/2014**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
89352	ADVANTAGE BUILDING S	JANITORIAL SERVICES	COMMUNITY CENTER	275.00
89353	APOSTOLIC CHURCH	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
89354	ARAMARK UNIFORM	UNIFORM SERVICE	MAINTENANCE	10.86
	ARAMARK UNIFORM		EQUIPMENT RENTAL	26.01
	ARAMARK UNIFORM		EQUIPMENT RENTAL	26.01
89355	BICKFORD FORD	INSULATOR	EQUIPMENT RENTAL	6.67
	BICKFORD FORD	SENSOR	EQUIPMENT RENTAL	31.93
	BICKFORD FORD	ALTERNATOR	EQUIPMENT RENTAL	435.66
89356	BLAIR, KRISTINA M	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
89357	BSN SPORTS, INC	BASKETBALLS (20)	RECREATION SERVICES	134.17
89358	CARRS ACE	SPRAY PAINT	SOLID WASTE OPERATIONS	58.58
89359	CEMEX	ASPHALT	ROADWAY MAINTENANCE	589.68
	CEMEX		ROADWAY MAINTENANCE	8,396.55
89360	CHURCHILL, LYNN	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
89361	COOP SUPPLY	PROPANE	ROADWAY MAINTENANCE	19.81
89362	DEJONG, JENNIFER	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
89363	DICKS TOWING	TOWING EXPENSE	EQUIPMENT RENTAL	43.44
	DICKS TOWING	TOWING EXPENSE-MP13-9023	POLICE PATROL	43.44
89364	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	20.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	180.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	968.00
89365	ENVIRONMENTAL PRODUC	JET HEAD, ELBOWS, GUN VALVE, T	WATER/SEWER OPERATION	-227.29
	ENVIRONMENTAL PRODUC	RARE EARTH MAGNET AND MANHOLE	156TH STREET OVERPASS	-190.69
	ENVIRONMENTAL PRODUC	JET HEAD, ELBOWS, GUN VALVE, T	SEWER MAIN COLLECTION	1,435.07
	ENVIRONMENTAL PRODUC		STORM DRAINAGE	1,435.08
	ENVIRONMENTAL PRODUC	RARE EARTH MAGNET AND MANHOLE	ROADS/STREETS CONSTRUC	2,408.05
89366	EVERETT TIRE & AUTO	TIRES (2)	EQUIPMENT RENTAL	319.51
89367	EVERGREEN TREE CARE	TREE REMOVAL	STORM DRAINAGE	1,086.00
89368	FERRELLGAS	PROPANE	WATER SERVICE INSTALL	81.33
	FERRELLGAS		TRAFFIC CONTROL DEVICES	81.33
	FERRELLGAS		SOLID WASTE OPERATIONS	81.34
	FERRELLGAS		ROADWAY MAINTENANCE	81.34
89369	FINLEY, JOSEPH	MILEAGE REIMBURSEMENT	COMPUTER SERVICES	116.39
89370	FORMULA TIRE & CAR	TIRES (4)	MAINTENANCE	186.79
	FORMULA TIRE & CAR		MAINTENANCE	257.77
89371	GLOBALSTAR INC.	PHONE SERVICE	OFFICE OPERATIONS	57.12
89372	GRANITE CONST	HYDRANT METER REFUND	WATER-UTILITIES/ENVIRONM	-25.98
	GRANITE CONST		WATER-UTILITIES/ENVIRONM	3,077.95
89373	GRANITE CONST	ASPHALT	FACILITY REPLACEMENT	128.23
	GRANITE CONST	ASPHALT AND CSS 1	ROADWAY MAINTENANCE	11,055.60
	GRANITE CONST		ROADWAY MAINTENANCE	11,255.30
89374	GRAY AND OSBORNE	PROFESSIONAL SERVICES	SURFACE WATER CAPITAL PF	10,161.91
89375	GRAYBAR ELECTRIC CO	FITTINGS	PARK & RECREATION FAC	4.62
	GRAYBAR ELECTRIC CO		PARK & RECREATION FAC	5.96
89376	GREENSHIELDS	CABLE	EQUIPMENT RENTAL	45.43
	GREENSHIELDS	PS PRESSURE HOSE, CLAMP AND SU	EQUIPMENT RENTAL	179.46
89377	GYURKOVICS, SANDRA	MILEAGE REIMBURSEMENT	COMPUTER SERVICES	22.25
	GYURKOVICS, SANDRA		COMPUTER SERVICES	31.85
	GYURKOVICS, SANDRA		COMPUTER SERVICES	55.71
	GYURKOVICS, SANDRA		COMPUTER SERVICES	160.50
	GYURKOVICS, SANDRA		COMPUTER SERVICES	209.62

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 1/3/2014 TO 1/9/2014**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
89378	HD FOWLER COMPANY	PRV PREASSEMBLED VALVE STATION	WATER CAPITAL PROJECTS	45,136.33
89379	HOME DEPOT	EXTENSION CORDS	COMMUNITY EVENTS	767.62
89380	IRON MOUNTAIN	ROCK	WATER CAPITAL PROJECTS	226.44
	IRON MOUNTAIN		ROADS/STREETS CONSTRUC	309.64
89381	JOHNSON, TRISTIN	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
89382	KENWORTH NORTHWEST	REPAIRS TO J007	EQUIPMENT RENTAL	2,404.77
89383	KEYSTONE OFFICE PROD	OFFICE CHAIRS (3)	WATER/SEWER OPERATION	-64.50
	KEYSTONE OFFICE PROD		STORM DRAINAGE	814.50
89384	KING, JEREMY	REIMBURSE DUES	POLICE PATROL	60.00
89385	LASTING IMPRESSIONS	BASKETBALL TSHIRTS	RECREATION SERVICES	244.70
	LASTING IMPRESSIONS	CD SWEATSHIRTS	COMMUNITY DEVELOPMENT- ER&R	560.29
89386	LES SCHWAB TIRE CTR	DRIVE AXLE TIRES (6)		1,621.31
89387	MARYSVILLE PRINTING	FATHER DAUGHTER DANCE POSTERS	RECREATION SERVICES	24.61
89388	MARYSVILLE SCHOOL	FACILITY USEAGE FEES-TMS	RECREATION SERVICES	270.00
89389	MARYSVILLE, CITY OF	UTILITY SERVICE-1049 STATE AVE	ADMIN FACILITIES	16.79
	MARYSVILLE, CITY OF	UTILITY SERVICE-3RD & STATE	PARK & RECREATION FAC	20.94
	MARYSVILLE, CITY OF	UTILITY SERVICE-60 STATE AVENU	MAINT OF GENL PLANT	27.72
	MARYSVILLE, CITY OF	UTILITY SERVICE-1049 STATE AVE	ADMIN FACILITIES	66.46
	MARYSVILLE, CITY OF	UTILITY SERVICE-316 CEDAR AVEN	PARK & RECREATION FAC	98.99
	MARYSVILLE, CITY OF	UTILITY SERVICE-514 DELTA AVEN	PARK & RECREATION FAC	101.25
	MARYSVILLE, CITY OF	UTILITY SERVICE-1050 COLUMBIA	PARK & RECREATION FAC	109.47
	MARYSVILLE, CITY OF	UTILITY SERVICE-61 STATE AVENU	PARK & RECREATION FAC	183.87
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AV	MAINT OF GENL PLANT	183.87
	MARYSVILLE, CITY OF		ROADWAY MAINTENANCE	221.64
	MARYSVILLE, CITY OF	UTILITY SERVICE-514 DELTA AVEN	COMMUNITY CENTER	632.17
	MARYSVILLE, CITY OF	UTILITY SERVICE-1015 STATE AVE	COURT FACILITIES	651.35
	MARYSVILLE, CITY OF	UTILITY SERVICE-1049 STATE AVE	ADMIN FACILITIES	740.96
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AV	EQUIPMENT RENTAL	788.68
	MARYSVILLE, CITY OF	UTILITY SERVICE-1326 1ST STREE	STORM DRAINAGE	807.03
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AV	WASTE WATER TREATMENT F	1,391.85
	MARYSVILLE, CITY OF		WASTE WATER TREATMENT F	1,680.66
	MARYSVILLE, CITY OF		MAINT OF GENL PLANT	2,834.17
89390	MIRANDA, ESTHER	MILEAGE REIMBURSEMENT	COMPUTER SERVICES	63.53
89391	MIYASATO, KATHLEEN	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
89392	MOTOR TRUCKS	ANTIFREEZE	ER&R	349.79
89393	NELSEN, LINDA	RENTAL DEPOSIT REFUND	GENERAL FUND	300.00
89394	NEXSITE ONLINE	WINTER-SPRING ACTIVITIES GUIDE	EXECUTIVE ADMIN	1,414.80
	NEXSITE ONLINE		RECREATION SERVICES	4,951.79
89395	NEXTEL	ACCT #843707243	EQUIPMENT RENTAL	37.99
89396	NORTH COAST ELECTRIC	UV PANEL VIEW REPLACEMENT	WASTE WATER TREATMENT F	6,305.86
89397	NYITRAY, SANDRA	INSTRUCTOR SERVICES	COMMUNITY CENTER	18.00
89398	OFFICE DEPOT	OFFICE SUPPLIES	POLICE PATROL	74.15
	OFFICE DEPOT		POLICE INVESTIGATION	74.58
	OFFICE DEPOT		POLICE PATROL	201.05
	OFFICE DEPOT		POLICE PATROL	250.73
89399	PACIFIC POWER BATTER	SCHOOL ZONE BEACON BATTERIES	STREET LIGHTING	198.65
89400	PARR LUMBER CO.	FENCING	WATER CAPITAL PROJECTS	61.77
89401	PART WORKS INC, THE	REPAIR KIT	WATER CROSS CNTL	45.18
	PART WORKS INC, THE	WATCHDOG METER PARTS	WATER CROSS CNTL	93.56
	PART WORKS INC, THE	REPAIR KIT	WATER CROSS CNTL	356.64
89402	PARTS STORE, THE	TURN SIGNAL	EQUIPMENT RENTAL	66.44
89403	PETTY CASH- PARKS	PROMO GLASS AND HOOKS	COMMUNITY EVENTS	17.38
89404	PICK OF THE LITTER	GRAPHIC DESIGN	COMMUNITY EVENTS	221.00
	PICK OF THE LITTER		COMMUNITY CENTER	255.00
89405	PLANET TURF	FERTILIZER	MAINTENANCE	212.86
89406	PLATT	MH LAMPS	WASTE WATER TREATMENT F	75.11
	PLATT	RING AND FORK TERMINAL CONNECT	WASTE WATER TREATMENT F	161.37

**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 1/3/2014 TO 1/9/2014**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
89407	PUD	ACCT #2047-1751-6	STREET LIGHTING	1.98
	PUD	ACCT #2047-1749-0	STREET LIGHTING	2.12
	PUD	ACCT #2047-1751-6	STREET LIGHTING	3.10
	PUD	ACCT #2050-2647-6	STREET LIGHTING	3.17
	PUD	ACCT #2052-8364-1	STREET LIGHTING	4.69
	PUD	ACCT #2050-2647-6	STREET LIGHTING	4.98
	PUD	ACCT #2047-1750-8	STREET LIGHTING	18.15
	PUD	ACCT #2047-1749-0	STREET LIGHTING	19.13
	PUD	ACCT #2047-1750-8	STREET LIGHTING	24.06
	PUD	ACCT #2026-7070-9	STREET LIGHTING	78.86
	PUD	ACCT #2016-7089-0	TRANSPORTATION MANAGEM	99.67
	PUD	ACCT #2019-3119-3	PARK & RECREATION FAC	102.64
	PUD	ACCT #2008-0070-4	STREET LIGHTING	126.65
	PUD	ACCT #2033-4458-5	STREET LIGHTING	129.37
	PUD	ACCT #2021-0219-0	TRANSPORTATION MANAGEM	218.78
	PUD	ACCT #2024-6155-4	SEWER LIFT STATION	1,141.90
	PUD	ACCT #2016-3963-0	MAINTENANCE	1,915.37
89408	PUGET SOUND SECURITY	KEYS	EQUIPMENT RENTAL	27.99
89409	SAFEWAY INC.	MEETING REFRESHMENTS	EXECUTIVE ADMIN	23.96
89410	SALINAS SAWING	ASPHALT CUTTING	WATER CAPITAL PROJECTS	271.50
89411	SAN DIEGO POLICE EQU	AMMUNITION	POLICE TRAINING-FIREARMS	5,697.16
89412	SERLES, SHON	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
89413	SOUND PUBLISHING	LEGAL AD	COMMUNITY DEVELOPMENT-	43.00
	SOUND PUBLISHING	EMPLOYMENT AD	SOLID WASTE OPERATIONS	61.08
	SOUND PUBLISHING	LEGAL AD	GMA-PARKS	114.04
	SOUND PUBLISHING	EMPLOYMENT ADS	FINANCE-GENL	119.44
	SOUND PUBLISHING		SOLID WASTE OPERATIONS	343.41
89414	SPIGER, KELLIE	REFUND CLASS FEES	PARKS-RECREATION	10.00
89415	STELLA-JONES CORP	POWER POLE	WATER CAPITAL PROJECTS	217.20
89416	STRATEGIES 360	PROFESSIONAL SERVICES	WASTE WATER TREATMENT F	1,887.86
	STRATEGIES 360		GENERAL SERVICES - OVERH	2,262.87
	STRATEGIES 360		UTIL ADMIN	3,387.87
89417	TACOMA SCREW PRODUCT	RETURN FUSE HOLDERS	EQUIPMENT RENTAL	-57.32
	TACOMA SCREW PRODUCT	ORINGS AND SEALS	EQUIPMENT RENTAL	36.49
	TACOMA SCREW PRODUCT	FUSE HOLDERS	EQUIPMENT RENTAL	76.43
	TACOMA SCREW PRODUCT	VELCRO HOLDERS	EQUIPMENT RENTAL	130.32
	TACOMA SCREW PRODUCT	FUSE HOLDERS	EQUIPMENT RENTAL	157.00
89418	TEREX UTILITES	ANNUAL CRANE INSPECTION/CERTIF	EQUIPMENT RENTAL	532.14
	TEREX UTILITES	ANNUAL BUCKET LIFT TRUCK INSPE	EQUIPMENT RENTAL	711.33
89419	TRAFFIC SAFETY SUPPL	PUNCH POSTS AND PULLER	TRANSPORTATION MANAGEM	2,299.61
89420	TRANSPORTATION, DEPT	PROJECT COSTS	GMA - STREET	165.06
	TRANSPORTATION, DEPT		GMA - STREET	686.44
89421	WABO	UPDATED BUILDING CODE BOOKS	COMMUNITY DEVELOPMENT-	859.23
			<b>WARRANT TOTAL:</b>	<b>158,502.90</b>

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

# *Index #3*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: January 27, 2014**

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

Please see attached.

**RECOMMENDED ACTION:**

The Finance and Executive Departments recommend City Council approve the **December 28, 2013** claims in the amount of **\$1,405,686.67** paid by **Check No.'s 89444 through 89578 with no Check No. voided.**

**COUNCIL ACTION:**

BLANKET CERTIFICATION  
**CLAIMS**  
FOR  
**PERIOD-13**

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 **\$1,405,686.67 PAID BY CHECK NO.'S 89444 THROUGH 89578 WITH NO CHECK NO. VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

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

\_\_\_\_\_  
MAYOR DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **27<sup>th</sup> DAY OF JANUARY 2014.**

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

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COUNCIL MEMBER

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COUNCIL MEMBER



**CITY OF MARYSVILLE  
 INVOICE LIST**

FOR INVOICES FROM 1/10/2014 TO 1/16/2014

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
89444	ADVANCED POWER, LLC	TRANSFER SWITCH	SEWER LIFT STATION	6,644.15
89445	ADVANTAGE BUILDING S	JANITORIAL SERVICES	WATER FILTRATION PLANT	43.33
	ADVANTAGE BUILDING S		MAINT OF GENL PLANT	212.57
	ADVANTAGE BUILDING S		COMMUNITY CENTER	383.17
	ADVANTAGE BUILDING S		WASTE WATER TREATMENT F	463.65
	ADVANTAGE BUILDING S		ADMIN FACILITIES	619.00
	ADVANTAGE BUILDING S		PUBLIC SAFETY BLDG.	695.75
	ADVANTAGE BUILDING S		PARK & RECREATION FAC	829.31
	ADVANTAGE BUILDING S		COURT FACILITIES	1,091.50
	ADVANTAGE BUILDING S		UTIL ADMIN	1,185.92
89446	AGRICULTURE, DEPT OF	PESTICIDE LICENSE RENEWAL-BROW	UTIL ADMIN	33.00
	AGRICULTURE, DEPT OF	PESTICIDE LICENSE RENEWAL-DAY	SOLID WASTE OPERATIONS	33.00
	AGRICULTURE, DEPT OF	PESTICIDE LICENSE RENEWAL-GEIS	UTIL ADMIN	33.00
	AGRICULTURE, DEPT OF	PESTICIDE LICENSE RENEWAL-KEEF	TRAINING	33.00
	AGRICULTURE, DEPT OF	PESTICIDE LICENSE RENEWAL-MILL	UTIL ADMIN	33.00
	AGRICULTURE, DEPT OF	PESTICIDE LICENSE RENEWAL-PALI	TRAINING	33.00
	AGRICULTURE, DEPT OF	PESTICIDE LICENSE RENEWAL-PIKE	TRAINING	33.00
	AGRICULTURE, DEPT OF	PESTICIDE LICENSE RENEWAL-POTT	TRAINING	33.00
	AGRICULTURE, DEPT OF	PESTICIDE LICENSE RENEWAL-TYAC	TRAINING	33.00
	AGRICULTURE, DEPT OF	PESTICIDE LICENSE RENEWAL-WINE	UTIL ADMIN	33.00
89447	ALBERTSONS	REFRESHMENT/WATER REIMBURSEMEN	UTIL ADMIN	7.58
	ALBERTSONS		UTIL ADMIN	11.92
	ALBERTSONS		GENERAL SERVICES - OVERH	13.98
89448	ALBERTSONS	BASKETBALL/TOUR OF LIGHTS/WELL	RECREATION SERVICES	23.36
	ALBERTSONS		PERSONNEL ADMINISTRATIO	42.09
	ALBERTSONS		PRO-SHOP	55.55
	ALBERTSONS		PRO-SHOP	80.44
	ALBERTSONS		COMMUNITY EVENTS	102.16
89449	ALL WORLD SCIENTIFIC	GLUCOSE AND CHLORINE STANDARD	WASTE WATER TREATMENT F	73.85
	ALL WORLD SCIENTIFIC	STIRBARS	WASTE WATER TREATMENT F	123.97
89450	AMERICAN CLEANERS	DRY CLEANING	OFFICE OPERATIONS	47.79
	AMERICAN CLEANERS		POLICE PATROL	53.73
	AMERICAN CLEANERS		DETENTION & CORRECTION	73.69
	AMERICAN CLEANERS		POLICE ADMINISTRATION	82.85
89451	AMSAN SEATTLE	JANITORIAL SUPPLIES	ADMIN FACILITIES	141.34
	AMSAN SEATTLE		COURT FACILITIES	171.48
	AMSAN SEATTLE		MAINT OF GENL PLANT	180.80
	AMSAN SEATTLE		UTIL ADMIN	225.10
	AMSAN SEATTLE		MAINT OF GENL PLANT	248.91
	AMSAN SEATTLE		PUBLIC SAFETY BLDG.	318.25
	AMSAN SEATTLE		MAINT OF GENL PLANT	348.17
89452	ARAMARK UNIFORM	UNIFORM SERVICE	EQUIPMENT RENTAL	26.01
89453	AUDIOLOGY SERVICES	HEARING TESTING	EXECUTIVE ADMIN	24.00
	AUDIOLOGY SERVICES	HEARING TESTING AND TRAINING	EXECUTIVE ADMIN	1,121.50
	AUDIOLOGY SERVICES		EXECUTIVE ADMIN	1,175.50
89454	BAYLEY, LILLY MAY	INTERPRETER SERVICES	COURTS	150.00
	BAYLEY, LILLY MAY		COURTS	150.00
	BAYLEY, LILLY MAY		COURTS	150.00
89455	BENDER, MATTHEW & CO.	WA CRIMINAL PRACTICE	MUNICIPAL COURTS	107.60
89456	BENKOMATIC	QUICK VIEW CAMERA	ROADS/STREETS CONSTRUC	11,636.49
89457	BHC CONSULTANTS	MEMBRANE FILTRATION FEASIBILIT	WASTE WATER TREATMENT F	30,191.38
89458	BICKFORD FORD	FAN MOTOR	EQUIPMENT RENTAL	52.39
	BICKFORD FORD	FUEL PUMP ASSEMBLY	EQUIPMENT RENTAL	398.44
89459	BOYD, RAE	INMATE MEDICAL CARE-DEC 2013	DETENTION & CORRECTION	1,440.00
	BOYD, RAE	INMATE MEDICAL CARE-NOV 2013	DETENTION & CORRECTION	1,680.00
89460	BRANOM INSTRUMENT CO	METER VERIFICATION TESTING	WATER SUPPLY MAINS	740.11
89461	CAMCAL CO INC	OIL PUMP PACKAGE, REGULATOR, C	EQUIPMENT RENTAL	2,204.08
89462	CAPITAL ONE COMMERC	PARKS SUPPLIES	COMMUNITY EVENTS	37.99
	CAPITAL ONE COMMERC		PUMPING PLANT	173.75
89463	CAPTAIN DIZZYS EXXON	CAR WASHES	COMMUNITY DEVELOPMENT-	4.50
	CAPTAIN DIZZYS EXXON		PARK & RECREATION FAC	4.50



**CITY OF MARYSVILLE  
 INVOICE LIST**

FOR INVOICES FROM 1/10/2014 TO 1/16/2014

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
89485	EVERGREEN TREE CARE	LANDSCAPE CHANGES	ROADWAY MAINTENANCE	543.00
89486	EYER, MATTHEW	REIMBURSE HAZ WASTE OPERATOR C	STORM DRAINAGE	59.95
89487	FASTENAL COMPANY	FASTENERS	PARK & RECREATION FAC	8.41
	FASTENAL COMPANY		PARK & RECREATION FAC	9.76
89488	FEDEX	SHIPPING EXPENSE	COMPUTER SERVICES	22.45
89489	FELDMAN & LEE P.S.	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	20,000.00
89490	FERRELLGAS	PROPANE	SOLID WASTE OPERATIONS	111.76
	FERRELLGAS		WATER SERVICE INSTALL	111.76
	FERRELLGAS		TRAFFIC CONTROL DEVICES	111.76
	FERRELLGAS		ROADWAY MAINTENANCE	111.76
89491	FINE LINE INSTRUMENT	ALUMINUM PUMP REB KIT	WASTE WATER TREATMENT F	387.86
89492	FIRESTONE	TIRES (4)	EQUIPMENT RENTAL	383.23
	FIRESTONE		EQUIPMENT RENTAL	505.98
89493	FRONTIER COMMUNICATI	PHONE CHARGES	CITY CLERK	6.32
	FRONTIER COMMUNICATI		CRIME PREVENTION	6.32
	FRONTIER COMMUNICATI		ANIMAL CONTROL	6.32
	FRONTIER COMMUNICATI		COMMUNITY CENTER	6.32
	FRONTIER COMMUNICATI		LEGAL-GENL	6.32
	FRONTIER COMMUNICATI		SOLID WASTE CUSTOMER EX	6.32
	FRONTIER COMMUNICATI		PURCHASING/CENTRAL STOF	6.32
	FRONTIER COMMUNICATI		FACILITY MAINTENANCE	12.64
	FRONTIER COMMUNICATI		YOUTH SERVICES	18.96
	FRONTIER COMMUNICATI		PERSONNEL ADMINISTRATIO	18.96
	FRONTIER COMMUNICATI		LEGAL - PROSECUTION	25.29
	FRONTIER COMMUNICATI		STORM DRAINAGE	25.29
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	25.29
	FRONTIER COMMUNICATI		EQUIPMENT RENTAL	25.29
	FRONTIER COMMUNICATI		COMPUTER SERVICES	31.60
	FRONTIER COMMUNICATI		RECREATION SERVICES	31.61
	FRONTIER COMMUNICATI		EXECUTIVE ADMIN	37.93
	FRONTIER COMMUNICATI		FINANCE-GENL	37.93
	FRONTIER COMMUNICATI		PARK & RECREATION FAC	37.93
	FRONTIER COMMUNICATI		ENGR-GENL	50.57
	FRONTIER COMMUNICATI		POLICE INVESTIGATION	50.57
	FRONTIER COMMUNICATI		UTILITY BILLING	50.57
	FRONTIER COMMUNICATI		POLICE ADMINISTRATION	56.89
	FRONTIER COMMUNICATI		GENERAL SERVICES - OVERH	56.89
	FRONTIER COMMUNICATI		MUNICIPAL COURTS	69.54
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	69.54
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT F	69.54
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	94.82
	FRONTIER COMMUNICATI		UTIL ADMIN	120.11
	FRONTIER COMMUNICATI		COMMUNITY DEVELOPMENT-	139.07
	FRONTIER COMMUNICATI		POLICE PATROL	259.18
89494	GENE'S PLUMBING	REPLACE KITCHEN FAUCET	COURT FACILITIES	135.75
	GENE'S PLUMBING	SERVICE CALL-JAIL	PUBLIC SAFETY BLDG.	135.75
	GENE'S PLUMBING		PUBLIC SAFETY BLDG.	135.75
	GENE'S PLUMBING	REPLACE HOT WATER TANK	PARK & RECREATION FAC	1,223.27
89495	GENERAL CHEMICAL	ALUMINUM SULFATE	WASTE WATER TREATMENT F	4,812.28
	GENERAL CHEMICAL		WASTE WATER TREATMENT F	4,975.74
	GENERAL CHEMICAL		WASTE WATER TREATMENT F	5,081.94
89496	GOVCONNECTION INC	PERIPHERALS	POLICE PATROL	87.18
	GOVCONNECTION INC		COMPUTER SERVICES	291.30
	GOVCONNECTION INC	SWITCH-CORE UPGRADE	COMPUTER SERVICES	292.13
	GOVCONNECTION INC	SCANNER	MUNICIPAL COURTS	302.73
	GOVCONNECTION INC	PRINTERS	POLICE ADMINISTRATION	1,156.10
	GOVCONNECTION INC	ROUTER	METER READING	1,207.21
	GOVCONNECTION INC	SWITCH-CORE UPGRADE	COMPUTER SERVICES	1,745.42
89497	GRAINGER	MULTI STAGE PUMPS	WATER RESERVOIRS	1,352.08
89498	GRANITE CONST	PAY ESTIMATE #4	GMA - STREET	5,291.77
	GRANITE CONST	ASPHALT	ROADWAY MAINTENANCE	6,694.96

**CITY OF MARYSVILLE  
 INVOICE LIST**

FOR INVOICES FROM 1/10/2014 TO 1/16/2014

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
89499	GRAY AND OSBORNE	PROFESSIONAL SERVICES	SURFACE WATER CAPITAL PF	20,773.91
89500	GREENSHIELDS	FITTING	EQUIPMENT RENTAL	7.98
	GREENSHIELDS	HYDRAULIC ASSEMBLY	EQUIPMENT RENTAL	345.52
89501	GREG RAIDONS DODGE	IGNITION KEYS	EQUIPMENT RENTAL	163.17
89502	GRIFFEN, CHRIS	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	105.00
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	172.50
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	210.00
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	300.00
89503	HACH COMPANY	LAB SUPPLIES	WASTE WATER TREATMENT F	108.84
	HACH COMPANY	SENSOR, COVER AND POWER CORD	WASTE WATER TREATMENT F	755.53
	HACH COMPANY	CONTROLLER	WASTE WATER TREATMENT F	1,903.76
89504	HD FOWLER COMPANY	BRASS RETURN CREDIT	WATER/SEWER OPERATION	-187.51
	HD FOWLER COMPANY	PVC	WATER DIST MAINS	74.76
	HD FOWLER COMPANY	LAMPHOLE RINGS AND GRIPPER RIN	MAINT OF GENL PLANT	309.25
	HD FOWLER COMPANY	HYDRANT REPLACEMENT PARTS	HYDRANTS INSTALLATION	414.64
	HD FOWLER COMPANY	RESETTERS	WATER/SEWER OPERATION	506.69
	HD FOWLER COMPANY	HYDRANT PARTS	HYDRANTS INSTALLATION	2,284.25
89505	HD SUPPLY WATERWORKS	HYDRANT REPLACEMENT PARTS	HYDRANTS	2,183.45
	HD SUPPLY WATERWORKS	METERS	WATER SERVICE INSTALL	8,962.77
89506	HE MITCHELL CO	ENTRANCE LOCK	MAINT OF GENL PLANT	70.43
89507	HERTZ EQUIPMENT RENT	GENIE LIFT RENTAL	MAINT OF GENL PLANT	130.32
	HERTZ EQUIPMENT RENT	DOZER RENTAL	MAINT OF GENL PLANT	248.62
	HERTZ EQUIPMENT RENT	BOOM RENTAL	STORM DRAINAGE	698.30
	HERTZ EQUIPMENT RENT		SNOW & ICE CONTROL	698.30
	HERTZ EQUIPMENT RENT	DOZER RENTAL	STORM DRAINAGE	1,719.45
	HERTZ EQUIPMENT RENT		MAINT OF GENL PLANT	1,719.45
89508	HYLARIDES, LETTIE	INTERPRETER SERVICES	COURTS	112.50
89509	INFORMATION SERVICES	IGN MONTHLY CHARGE	OFFICE OPERATIONS	195.00
89510	INTERSTATE BATTERY	BATTERIES	ER&R	292.70
89511	IRON MOUNTAIN	ROCK	STORM DRAINAGE	69.73
	IRON MOUNTAIN		WATER DIST MAINS	69.74
	IRON MOUNTAIN		ROADWAY MAINTENANCE	69.74
	IRON MOUNTAIN	SHOP STOCK	STORM DRAINAGE	238.61
	IRON MOUNTAIN		WATER DIST MAINS	238.62
	IRON MOUNTAIN		ROADWAY MAINTENANCE	238.62
	IRON MOUNTAIN	YARD STOCK	WATER DIST MAINS	330.80
	IRON MOUNTAIN		STORM DRAINAGE	330.81
	IRON MOUNTAIN		ROADWAY MAINTENANCE	330.81
	IRON MOUNTAIN		STORM DRAINAGE	331.99
	IRON MOUNTAIN		ROADWAY MAINTENANCE	331.99
	IRON MOUNTAIN		WATER DIST MAINS	332.00
	IRON MOUNTAIN	ROCK	MAINT OF GENL PLANT	417.63
	IRON MOUNTAIN		MAINT OF GENL PLANT	424.50
	IRON MOUNTAIN		MAINT OF GENL PLANT	443.73
	IRON MOUNTAIN		MAINT OF GENL PLANT	777.40
	IRON MOUNTAIN		MAINT OF GENL PLANT	836.57
89512	JUDD & BLACK	DRYER-JAIL	DETENTION & CORRECTION	1,160.88
89513	KAR GOR INC	VIP REPAIRS	STREET LIGHTING	155.17
89514	KELLER SUPPLY COMPAN	FAUCET	COURT FACILITIES	103.75
89515	KENWORTH NORTHWEST	GASKET	EQUIPMENT RENTAL	14.65
89516	KPG, INC PS	PROFESSIONAL SERVICES	TRANSPORTATION MANAGEM	654.72
	KPG, INC PS		TRANSPORTATION MANAGEM	1,653.33
	KPG, INC PS		GMA - STREET	9,225.60
89517	KUPRIYANOVA, SVETLAN	INTERPRETER SERVICES	COURTS	150.00
89518	LA POLICE GEAR, INC.	WEAPON LIGHTS AND ACCESSORIES	GENERAL FUND	-740.89
	LA POLICE GEAR, INC.		POLICE TRAINING-FIREARMS	9,355.89
89519	LABOR & INDUSTRIES	L & I 4TH QTR 2013	MUNICIPAL COURTS	2.01
	LABOR & INDUSTRIES		RECREATION SERVICES	18.38
	LABOR & INDUSTRIES		MUNICIPAL COURTS	33.58
	LABOR & INDUSTRIES		COMMUNITY CENTER	177.98
	LABOR & INDUSTRIES		POLICE PATROL	181.97

**CITY OF MARYSVILLE  
 INVOICE LIST**

FOR INVOICES FROM 1/10/2014 TO 1/16/2014

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
89520	LAKE STEVENS SCHOOL	MITIGATION FEES	SCHOOL MIT FEES	4,692.00
89521	LES SCHWAB TIRE CTR	REPAIR TIRE	EQUIPMENT RENTAL	80.78
89522	LOWES HIW INC	DRILL AND HARDWARE	WATER QUAL TREATMENT	11.09
	LOWES HIW INC	CLEANING SUPPLIES	MAINT OF GENL PLANT	121.84
89523	MARYSVILLE SCHOOL	MITIGATION FEES-DEC 2013	SCHOOL MIT FEES	22,929.00
89524	MARYSVILLE, CITY OF	UTILITY SERVICE-6802 84TH ST N	PRO-SHOP	182.74
	MARYSVILLE, CITY OF	DUMPSTER CHARGES	ROADWAY MAINTENANCE	385.41
89525	MCCAIN TRAFFIC SPLY	PUSH BUTTONS AND CONTROL BOARD	TRANSPORTATION MANAGEM	11,077.20
89526	MURRAY, SMITH & ASSO	SUNNYSIDE WELL TREATMENT FACIL	WATER CAPITAL PROJECTS	25,284.30
89527	NATIONAL BARRICADE	ROUND A BOUT SIGNS	TRANSPORTATION MANAGEM	325.80
89528	NC MACHINERY COMPANY	IGNITION KEYS	EQUIPMENT RENTAL	71.15
	NC MACHINERY COMPANY	2013 CATERPILLAR SKIDSTEER	EQUIPMENT RENTAL	71,978.99
89529	NELSON PETROLEUM	BULK TRACTOR OIL AND TRANSMISS	ER&R	1,019.46
89530	NORSTAR INDUSTRIES	PLOW BLADE	SNOW & ICE CONTROL	886.17
	NORSTAR INDUSTRIES		EQUIPMENT RENTAL	886.18
89531	NORTH CENTRAL LABORA	LAB SUPPLIES	WATER/SEWER OPERATION	-6.84
	NORTH CENTRAL LABORA		WASTE WATER TREATMENT F	86.43
89532	NORTH COAST ELECTRIC	HOFFMAN BACK PANEL	WATER CAPITAL PROJECTS	73.60
	NORTH COAST ELECTRIC	ENCLOSURE PANEL	WATER CAPITAL PROJECTS	238.66
	NORTH COAST ELECTRIC	WINDOW KIT	WATER CAPITAL PROJECTS	549.81
	NORTH COAST ELECTRIC	PLC PARTS-PUD PROJECT	WATER CAPITAL PROJECTS	5,309.76
89533	NORTHWESTERN AUTO	PAINT VEHICLE P144	POLICE PATROL	578.24
89534	OFFICE DEPOT	PRINTER RETURN CREDIT	TRANSPORTATION MANAGEM	-108.59
	OFFICE DEPOT	OFFICE SUPPLIES	UTIL ADMIN	5.38
	OFFICE DEPOT		ENGR-GENL	5.39
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	5.97
	OFFICE DEPOT		POLICE ADMINISTRATION	6.61
	OFFICE DEPOT		UTIL ADMIN	11.14
	OFFICE DEPOT		MAINT OF GENL PLANT	11.70
	OFFICE DEPOT		ENGR-GENL	14.76
	OFFICE DEPOT		FACILITY MAINTENANCE	23.98
	OFFICE DEPOT		MAINT OF GENL PLANT	53.82
	OFFICE DEPOT		MUNICIPAL COURTS	56.58
	OFFICE DEPOT		ENGR-GENL	80.63
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	81.52
	OFFICE DEPOT		POLICE ADMINISTRATION	82.16
	OFFICE DEPOT		ENGR-GENL	82.55
	OFFICE DEPOT		MUNICIPAL COURTS	103.56
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	126.09
	OFFICE DEPOT		WASTE WATER TREATMENT F	147.58
	OFFICE DEPOT		UTIL ADMIN	189.75
	OFFICE DEPOT		LEGAL-GENL	232.65
	OFFICE DEPOT		POLICE PATROL	244.77
	OFFICE DEPOT		STREET LIGHTING	260.29
	OFFICE DEPOT		MUNICIPAL COURTS	276.92
	OFFICE DEPOT		ENGR-GENL	286.06
89535	OKANOGAN COUNTY JAIL	INMATE HOUSING-DEC 2013	DETENTION & CORRECTION	5,196.48
89536	OSBORN CONSULTING	PROFESSIONAL SERVICES	SURFACE WATER CAPITAL PF	3,056.25
89537	P.R. SYSTEMS, INC.	ASPHALT GRIND	ROADWAY MAINTENANCE	3,746.70
89538	PACIFIC NW BUSINESS	TONER	MUNICIPAL COURTS	356.10
89539	PARTS STORE, THE	OIL AND AIR FILTERS	ER&R	34.19
	PARTS STORE, THE	BRAKE PAD SET AND WHEEL SEAL	EQUIPMENT RENTAL	40.29
	PARTS STORE, THE	TRANS FILTER, SPARK PLUGS AND	EQUIPMENT RENTAL	56.15
	PARTS STORE, THE	SENSOR, GASKET AND HOSE	EQUIPMENT RENTAL	92.22
89540	PETROCARD SYSTEMS	FUEL CONSUMED	ENGR-GENL	30.29
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	75.98
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	341.86
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	478.46
	PETROCARD SYSTEMS		PARK & RECREATION FAC	541.09
	PETROCARD SYSTEMS		GENERAL SERVICES - OVERT	2,617.63
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	3,995.21

**CITY OF MARYSVILLE  
 INVOICE LIST**

FOR INVOICES FROM 1/10/2014 TO 1/16/2014

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
89540	PETROCARD SYSTEMS	FUEL CONSUMED	MAINT OF EQUIPMENT	5,223.89
	PETROCARD SYSTEMS		POLICE PATROL	7,066.46
89541	PIGSKIN UNIFORMS	UNIFORM-ALLEN	POLICE PATROL	458.41
89542	PLATT	CLIPS, HANGERS AND MISC SUPPLI	MAINT OF GENL PLANT	198.52
89543	POLLARDWATER.COM	HAND WHEELS	WATER SERVICES	111.13
89544	PUBLIC SAFETY TESTIN	SUBSCRIPTION FEES-4TH QTR 2013	PERSONNEL ADMINISTRATIO	800.00
89545	PUD	ACCT #2028-8209-8	STREET LIGHTING	8,423.03
	PUD		STREET LIGHTING	13,174.50
89546	QUADRA CEILING	INSTALL CEILING TILE	MAINT OF GENL PLANT	4,445.27
89547	RECREATION & PARK	REGISTRATION FEE-HALL, DAVE	RECREATION SERVICES	249.00
89548	REECE TRUCKING	PAY ESTIMATE #2	UTILITY CONSTRUCTION	-13,488.17
	REECE TRUCKING		WATER CAPITAL PROJECTS	292,963.07
89549	RICOH USA, INC.	PRINTER/COPIER METER READS	WASTE WATER TREATMENT F	5.06
	RICOH USA, INC.		MAINTENANCE	6.37
	RICOH USA, INC.		COMMUNITY CENTER	6.43
	RICOH USA, INC.		PROBATION	7.61
	RICOH USA, INC.		GENERAL SERVICES - OVERH	9.94
	RICOH USA, INC.		UTILITY BILLING	41.64
	RICOH USA, INC.		CITY CLERK	46.44
	RICOH USA, INC.		FINANCE-GENL	46.44
	RICOH USA, INC.		MUNICIPAL COURTS	64.68
	RICOH USA, INC.		ENGR-GENL	72.37
	RICOH USA, INC.		POLICE PATROL	72.81
	RICOH USA, INC.		PARK & RECREATION FAC	81.12
	RICOH USA, INC.		PERSONNEL ADMINISTRATIO	83.54
	RICOH USA, INC.		POLICE INVESTIGATION	96.87
	RICOH USA, INC.		DETENTION & CORRECTION	116.65
	RICOH USA, INC.		LEGAL - PROSECUTION	127.18
	RICOH USA, INC.		EXECUTIVE ADMIN	140.00
	RICOH USA, INC.		UTIL ADMIN	154.93
	RICOH USA, INC.		COMMUNITY DEVELOPMENT-	290.59
	RICOH USA, INC.		OFFICE OPERATIONS	635.80
89550	RODDA	PAINT AND SUPPLIES	MAINT OF GENL PLANT	175.41
89551	RUSDEN, JOHN	PROTEM SERVICES	MUNICIPAL COURTS	925.00
89552	RYAN HERCO PRODUCTS	VALVE REBUILD KIT	WATER FILTRATION PLANT	59.11
89553	SENTINEL OFFENDER SE	VICAP TESTING	DETENTION & CORRECTION	127.48
	SENTINEL OFFENDER SE	ELEC HOME MONITORING-NOV 2013	DETENTION & CORRECTION	1,431.99
89554	SIMON, ROBERT & KIM	SPRINKLER SERVICE	PUBLIC SAFETY BLDG.	1,433.52
89555	SIMON, TERRY	PROTEM SERVICES	MUNICIPAL COURTS	740.00
89556	SISKUN POWER EQUIPME	CUT OFF SAW	WATER DIST MAINS	917.23
89557	SIX ROBBLEES INC	MOUNTING BRACKET CREDIT	ROADWAY MAINTENANCE	-54.45
	SIX ROBBLEES INC	LENS	ER&R	129.34
	SIX ROBBLEES INC	BRAKE CONTROLLER	EQUIPMENT RENTAL	163.36
	SIX ROBBLEES INC	TOOLBOX	ROADWAY MAINTENANCE	287.17
	SIX ROBBLEES INC	TOOLBOX AND BOLT KIT	ROADWAY MAINTENANCE	396.08
89558	SNO CO TREASURER	INMATE HOUSING-DEC 2013	DETENTION & CORRECTION	19,764.20
89559	SOUND POWER	HEATER RENTAL	MAINT OF GENL PLANT	54.30
	SOUND POWER		MAINT OF GENL PLANT	97.97
	SOUND POWER	MOWER REPAIR AND MAINTENANCE	ROADSIDE VEGETATION	118.56
	SOUND POWER		ROADSIDE VEGETATION	123.25
	SOUND POWER	TRIMMER REPAIR AND MAINTENANCE	ROADSIDE VEGETATION	196.01
	SOUND POWER	PRUNER RENTAL	ROADSIDE VEGETATION	211.77
	SOUND POWER	ROLLER RENTAL	MAINT OF GENL PLANT	781.92
89560	SOUND PUBLISHING	LEGAL AD	GMA - STREET	121.94
	SOUND PUBLISHING		GMA-PARKS	135.88
89561	SOUND SAFETY	JEANS-KEEFE	GENERAL SERVICES - OVERH	47.50
	SOUND SAFETY	JEANS-SALAZER	SOLID WASTE OPERATIONS	98.25
89562	SPRINGBROOK NURSERY	ASPHALT HAULING	ROADWAY MAINTENANCE	3,476.25
89563	SRV CONSTRUCTION	PAY ESTIMATE #2	WATER CAPITAL PROJECTS	376,155.35
89564	STELLA-JONES CORP	POWER POLE	PUMPING PLANT	325.80
89565	SUPERIOR INSULATION	SPRAY FOAM INSULATION	MAINT OF GENL PLANT	2,581.42

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 1/10/2014 TO 1/16/2014**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
89566	SWICK-LAFAVE, JULIE	REIMBURSE JAIL SUPPLY PURCHASE	DETENTION & CORRECTION	299.02
89567	TRAFFIC SAFETY SUPPL	FLAGGER LIGHT	STREET LIGHTING	2,558.56
89568	TRANSPORTATION, DEPT	PROJECT COSTS	WATER CAPITAL PROJECTS	271.29
89569	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	115.31
89570	UNITED RECYCLING	DEMO HAULING	ROADS/STREETS CONSTRUC	1,504.80
	UNITED RECYCLING		ROADS/STREETS CONSTRUC	10,344.60
89571	UNITED SITE SERVICES	RESTROOM RENTAL	MAINT OF GENL PLANT	88.61
89572	VERIZON/FRONTIER	AMR LINES	METER READING	440.38
89573	WASTE MANAGEMENT	YARDWASTE AND RECYCLE SERVICE	RECYCLING OPERATION	93,093.55
89574	WEED GRAAFSTRA	LEGAL SERVICES	UTIL ADMIN	72.00
	WEED GRAAFSTRA		UTIL ADMIN	74.00
	WEED GRAAFSTRA		ROADWAY MAINTENANCE	260.00
	WEED GRAAFSTRA		GMA - STREET	351.00
	WEED GRAAFSTRA	FORFEITURES-DEC 2013	POLICE INVESTIGATION	433.50
	WEED GRAAFSTRA	LEGAL SERVICES	GMA - STREET	1,056.72
	WEED GRAAFSTRA		UTIL ADMIN	1,079.50
	WEED GRAAFSTRA		UTIL ADMIN	1,457.50
	WEED GRAAFSTRA		LEGAL-GENL	2,080.50
	WEED GRAAFSTRA		ROADS/STREETS CONSTRUC	5,070.50
	WEED GRAAFSTRA		LEGAL-GENL	12,613.50
	WEED GRAAFSTRA		UTIL ADMIN	12,613.50
89575	WESTERN PETERBILT	SERPENTINE AND DRIVE BELTS	EQUIPMENT RENTAL	33.70
	WESTERN PETERBILT		EQUIPMENT RENTAL	198.17
	WESTERN PETERBILT	FLIPPER VALVES	ER&R	372.10
89576	WHIDBEY ISLAND BANK	RETAINAGE ON PAY ESTIMATE #2	WATER CAPITAL PROJECTS	18,154.22
89577	WHITE CAP CONSTRUCT	TEE POSTS, BARRIERS AND WIRE	MAINT OF GENL PLANT	128.88
89578	ZEE MEDICAL SERVICE	RESUPPLY FIRST AID KIT	GENERAL SERVICES - OVERH	91.16
	ZEE MEDICAL SERVICE		MAINT OF GENL PLANT	91.17
<b>WARRANT TOTAL:</b>				<b><u>1,405,686.67</u></b>

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

# *Index #4*



**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: January 27, 2014**

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

Please see attached.

**RECOMMENDED ACTION:**

The Finance and Executive Departments recommend City Council approve the **January 8, 2014** claims in the amount of **\$11,527.34** paid by **Check No.'s 89422 through 89443 with no Check No. voided.**

**COUNCIL ACTION:**

BLANKET CERTIFICATION  
**CLAIMS**  
FOR  
**PERIOD-1**

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 **\$11,527.34 PAID BY CHECK NO.'S 89422 THROUGH 89443 WITH NO CHECK NO. VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

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

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MAYOR DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **27<sup>th</sup> DAY OF JANUARY 2014.**

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COUNCIL MEMBER

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COUNCIL MEMBER

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 1/8/2014 TO 1/8/2014**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
89422	AMSBURY, LAURA	UB 600320000003 2107 140TH PL	WATER/SEWER OPERATION	5.33
89423	ANDERSON, KATHERINE	UB 840071400001 7614 69TH ST N	WATER/SEWER OPERATION	506.00
89424	ARAMARK UNIFORM	UNIFORM SERVICE	MAINTENANCE	10.86
89425	BONEHAM, DAVID W	UB 986801038000 6801 38TH PL N	WATER/SEWER OPERATION	51.48
89426	BOYDEN ROBINETT & AS	UB 656423000000 6423 105TH ST	WATER/SEWER OPERATION	17.55
89427	ESPRESSO CONNECTION	WELLNESS ESPRESSO CARDS	PERSONNEL ADMINISTRATIO	100.00
89428	ESTATE OF KENNETH GL	UB 120582000000 10811 47TH AVE	WATER/SEWER OPERATION	102.79
89429	FRONTIER COMMUNICATI	ACCT #360-651-7319-032499-5	TRAFFIC CONTROL DEVICES	40.60
	FRONTIER COMMUNICATI	ACCT #360-653-4741-050995-5	WASTE WATER TREATMENT F	42.59
	FRONTIER COMMUNICATI	ACCT #360-657-7108-092711-5	STREET LIGHTING	43.54
	FRONTIER COMMUNICATI	ACCT #360-658-3358-031102-5	POLICE PATROL	43.54
	FRONTIER COMMUNICATI	ACCT #360-659-4398-112107-5	PUBLIC SAFETY BLDG.	84.98
	FRONTIER COMMUNICATI	ACCT #360-653-4028-012508-5	ADMIN FACILITIES	87.08
	FRONTIER COMMUNICATI	ACCT #253-011-3424-080910-5	CENTRAL SERVICES	721.04
89430	HULL, RICHARD S	UB 420750170001 16513 41ST DR	WATER/SEWER OPERATION	10.00
89431	HWANG, UI-CHONG	UB 681181000000 9330 STATE AVE	WATER/SEWER OPERATION	1,281.01
89432	IAEI	MEMBERSHIP DUES-DORCAS	COMMUNITY DEVELOPMENT-	102.00
89433	INSTITUTE OF TRANS	MEMBERSHIP DUES-HANNAHS	ENGR-GENL	289.28
89434	JEREMY BEAGLEY	UB 987300000000 7300 33RD PL N	GARBAGE	107.15
89435	LICENSING, DEPT OF	ENGINEER LICENSE 0045540-HANNA	ENGR-GENL	116.00
89436	NEXLEVEL REO	UB 101041601000 9311 45TH DR N	WATER/SEWER OPERATION	34.06
89437	PUD	ACCT #2025-7611-2	STREET LIGHTING	99.72
	PUD	ACCT #2026-0420-3	STREET LIGHTING	1,380.56
	PUD	ACCT #2025-7611-2	STREET LIGHTING	1,895.75
	PUD	ACCT #2026-0420-3	STREET LIGHTING	2,070.84
89438	PUGET SOUND BUSINESS	SUBSCRIPTION	EXECUTIVE ADMIN	161.00
89439	TULALIP CHAMBER	2014 MEMBERSHIP DUES	EXECUTIVE ADMIN	1,500.00
89440	UPTEGRAFT, MICHAEL	UB 849000700001 6213 80TH PL N	WATER/SEWER OPERATION	301.52
89441	WALKERS COFFEE COMPA	UB 111190000000 10331 SMOKEY P	WATER/SEWER OPERATION	263.46
89442	WASTE MANAGEMENT	ACCT #201-0059938-4968-5	PARK & RECREATION FAC	27.39
89443	ZADAK, CATHERINE & R	UB 844000030000 7007 78TH DR N	WATER/SEWER OPERATION	30.22

**WARRANT TOTAL:**

**11,527.34**

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

# *Index #5*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: January 27, 2014**

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

Please see attached.

**RECOMMENDED ACTION:**

The Finance and Executive Departments recommend City Council approve the **January 15, 2014** claims in the amount of **\$153,805.30** paid by **Check No.'s 89579 through 89637 with no Check No. voided.**

**COUNCIL ACTION:**

BLANKET CERTIFICATION  
**CLAIMS**  
FOR  
**PERIOD-1**

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 **\$153,805.30 PAID BY CHECK NO.'S 89579 THROUGH 89637 WITH NO CHECK NO. VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

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

\_\_\_\_\_  
MAYOR DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **27<sup>th</sup> DAY OF JANUARY 2014.**

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**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 1/15/2014 TO 1/15/2014**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
89579	AFTS	REMITTANCE PROCESSING-DEC 2013	UTILITY BILLING	858.04
	AFTS	WEB PAYMENT SERVICES-DEC 2013	UTILITY BILLING	1,032.00
	AFTS	BILL PRINTING SERVICES-DEC 201	UTILITY BILLING	7,627.43
89580	ASSN OF WA CITIES	2014 MEMBERSHIP DUES	NON-DEPARTMENTAL	42,207.00
89581	BLACK BOX	WALL MOUNT	GENERAL FUND	-8.42
	BLACK BOX		POLICE PATROL	106.24
89582	BRIDGESTONE GOLF	GOLF BALLS	GOLF COURSE	285.48
89583	BROWN, JENNIFER	REFUND CLASS FEES	PARKS-RECREATION	65.00
89584	BROWN, LAURA & SUTTO	UB 849000229001 8210 63RD DR N	GARBAGE	11.48
89585	CHAMBER OF COMMERCE	2014 MEMBERSHIP DUES	NON-DEPARTMENTAL	600.00
89586	CHRISTMAN, ALBERT	UB 260024000000 5415 116TH ST	WATER/SEWER OPERATION	24.81
89587	CNR, INC	MAINTENANCE CONTRACT-JAN 2014	COMPUTER SERVICES	1,355.79
89588	COURIER, RICHARD & T	UTILITY TAX REBATE	NON-DEPARTMENTAL	79.51
89589	CRMA INVESTMENTS LLC	UB 141380000001 4221 123RD PL	WATER/SEWER OPERATION	309.78
89590	DEWITT, LINDSEY	REFUND CLASS FEES	PARKS-RECREATION	40.00
89591	DIXON, ROLLAND	UTILITY TAX REBATE	NON-DEPARTMENTAL	56.61
89592	E&E LUMBER	GLOVES	PARK & RECREATION FAC	11.97
	E&E LUMBER	PAINT SUPPLIES	PARK & RECREATION FAC	26.97
89593	EDWARDS, BARBARA	UTILITY TAX REBATE	NON-DEPARTMENTAL	25.30
89594	EVERETT, CITY OF	ANIMAL SHELTER FEES	ANIMAL CONTROL	3,085.00
89595	FOOTJOY	WINTER HATS	GOLF COURSE	141.20
	FOOTJOY	JACKETS	GOLF COURSE	211.44
	FOOTJOY	JACKETS AND SHIRTS	GOLF COURSE	215.56
	FOOTJOY	SOCKS AND GLOVES	GOLF COURSE	1,064.02
89596	FRONTIER COMMUNICATI	PHONE CHARGES	YOUTH SERVICES	0.01
	FRONTIER COMMUNICATI		FACILITY MAINTENANCE	0.02
	FRONTIER COMMUNICATI		LEGAL-GENL	0.03
	FRONTIER COMMUNICATI		RECREATION SERVICES	0.12
	FRONTIER COMMUNICATI		CITY CLERK	0.27
	FRONTIER COMMUNICATI		ANIMAL CONTROL	0.47
	FRONTIER COMMUNICATI		PURCHASING/CENTRAL STOF	0.67
	FRONTIER COMMUNICATI		GENERAL SERVICES - OVERH	1.87
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	2.08
	FRONTIER COMMUNICATI		STORM DRAINAGE	2.43
	FRONTIER COMMUNICATI		COMMUNITY CENTER	2.62
	FRONTIER COMMUNICATI		EQUIPMENT RENTAL	3.56
	FRONTIER COMMUNICATI		COMPUTER SERVICES	3.57
	FRONTIER COMMUNICATI		PERSONNEL ADMINISTRATIO	3.65
	FRONTIER COMMUNICATI		POLICE ADMINISTRATION	5.39
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT F	6.40
	FRONTIER COMMUNICATI		ENGR-GENL	7.22
	FRONTIER COMMUNICATI		LEGAL - PROSECUTION	7.33
	FRONTIER COMMUNICATI		EXECUTIVE ADMIN	7.49
	FRONTIER COMMUNICATI		UTILITY BILLING	8.62
	FRONTIER COMMUNICATI		FINANCE-GENL	10.15
	FRONTIER COMMUNICATI		UTIL ADMIN	10.87
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	11.87
	FRONTIER COMMUNICATI		POLICE PATROL	12.02
	FRONTIER COMMUNICATI		PARK & RECREATION FAC	12.27
	FRONTIER COMMUNICATI		MUNICIPAL COURTS	12.29
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	12.70
	FRONTIER COMMUNICATI		POLICE INVESTIGATION	23.83
	FRONTIER COMMUNICATI		COMMUNITY DEVELOPMENT-	30.92
	FRONTIER COMMUNICATI		PERSONNEL ADMINISTRATIO	56.00
	FRONTIER COMMUNICATI		MUNICIPAL COURTS	156.95

ACCT #36065852920604075

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 1/15/2014 TO 1/15/2014**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
89597	GARAY, LAURA	REFUND CLASS FEES	PARKS-RECREATION	65.00
89598	GOLDMAN, JEFF	POLYGRAPH DUES	POLICE ADMINISTRATION	60.00
89599	GREENHAUS PORTABLE	PORTABLE RENTAL	PARK & RECREATION FAC	242.00
89600	GUY, KRISTIE	REFUND CLASS FEES	PARKS-RECREATION	30.00
89601	HAYNES, MERLE	UTILITY TAX REBATE	NON-DEPARTMENTAL	90.60
89602	HEARD, JESSICA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
89603	JENNIFER YOUDE	UB 767719000000 7719 64TH PL N	WATER/SEWER OPERATION	172.39
89604	KERNS, RICHARD	UB 810498000000 7010 ARMAR RD	GARBAGE	6.72
	KERNS, RICHARD		GARBAGE	19.44
	KERNS, RICHARD		GARBAGE	19.44
	KERNS, RICHARD		GARBAGE	19.44
	KERNS, RICHARD		GARBAGE	19.96
	KERNS, RICHARD		GARBAGE	20.40
	KERNS, RICHARD		GARBAGE	20.40
	KERNS, RICHARD		GARBAGE	20.40
	KERNS, RICHARD		GARBAGE	20.40
	KERNS, RICHARD		GARBAGE	20.40
	KERNS, RICHARD		GARBAGE	20.40
	KERNS, RICHARD		GARBAGE	20.40
	KERNS, RICHARD		GARBAGE	20.40
	KERNS, RICHARD		GARBAGE	20.40
	KERNS, RICHARD		GARBAGE	20.40
	KERNS, RICHARD		GARBAGE	20.40
	KERNS, RICHARD		GARBAGE	20.40
	KERNS, RICHARD		GARBAGE	20.40
	KERNS, RICHARD		GARBAGE	20.40
	KERNS, RICHARD		GARBAGE	20.40
	KERNS, RICHARD		GARBAGE	20.40
	KERNS, RICHARD		GARBAGE	20.40
89605	LEAGUE OF CITIES	2014 MEMBERSHIP DUES	NON-DEPARTMENTAL	5,401.00
89606	LICENSING, DEPT OF	AMES, RUSSELL (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	BAYHA, SEAN (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	BLANDON, KEIFER (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	BUTTON, JEANNIE (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	CAMPBELL, IAN (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	DEMATTEO, ROBERT (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	FOSTER, RANDALL (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	GAETA, FERNANDO (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	GEIGER, AARON (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	KING, THOMAS (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	LEESE, STEVEN (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MARTIN, TY (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MORGAN, TIM (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	SHEETS, NANCY (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	STROSCHEIM, AMBER (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	WAMMACK, TRACY (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	JOSS, DOUGLAS (LT RENEWAL)	GENERAL FUND	21.00
	LICENSING, DEPT OF	MILLER, SCOTT (LT RENEWAL)	GENERAL FUND	21.00
89607	MALLAHAN, JAMIE	REFUND CLASS FEES	PARKS-RECREATION	69.00
89608	MARYSVILLE PAINT	PAINT	PARK & RECREATION FAC	143.37
89609	MAXX	SUNGLASSES	GOLF COURSE	115.24
89610	MAYASANDRA, PAL	UB 281500045005 13114 58TH AVE	WATER/SEWER OPERATION	23.26
89611	MEGAPATH CORPORATION	INTERNET SERVICES	COMPUTER SERVICES	263.83
89612	MEIR, RITA	UTILITY TAX REBATE	NON-DEPARTMENTAL	56.10
89613	NEEDHAM, STEVEN		NON-DEPARTMENTAL	50.97
89614	PAGE, BILLIE	REFUND CLASS FEES	PARKS-RECREATION	50.00
89615	PICK OF THE LITTER	GRAPHIC DESIGN	RECREATION SERVICES	102.00
89616	PING	WOODS	GOLF COURSE	-99.00
	PING	HYBRID	GOLF COURSE	-36.00
	PING	METAL WOOD	GOLF COURSE	-36.00
	PING	PUTTER	GOLF COURSE	-26.00



**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 1/15/2014 TO 1/15/2014**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
89616	PING	WOODS	GOLF COURSE	294.90
	PING	IRONS	GOLF COURSE	378.48
89617	PUD	ACCT #2011-4215-5	TRANSPORTATION MANAGEM	76.32
	PUD	ACCT #2004-9950-7	PARK & RECREATION FAC	85.13
	PUD	ACCT #2004-9984-6	PARK & RECREATION FAC	85.13
	PUD	ACCT #2048-7913-4	TRAFFIC CONTROL DEVICES	222.92
	PUD	ACCT #2008-1280-8	PUMPING PLANT	396.51
89618	PUGET SOUND ENERGY	ACCT #200024981520	COMMUNITY CENTER	87.18
	PUGET SOUND ENERGY	ACCT #200007781657	PRO-SHOP	134.13
	PUGET SOUND ENERGY	ACCT #200007052364	MAINT OF GENL PLANT	159.18
	PUGET SOUND ENERGY	ACCT #200023493808	ADMIN FACILITIES	598.27
	PUGET SOUND ENERGY	ACCT #200004804056	COURT FACILITIES	657.41
	PUGET SOUND ENERGY	ACCT #200013812314	MAINT OF GENL PLANT	1,469.25
	PUGET SOUND ENERGY	ACCT #200010703029	PUBLIC SAFETY BLDG.	1,653.67
89619	RAILROAD MANAGEMENT	WATER/SEWER PIPELINE CROSSING	UTIL ADMIN	146.16
89620	REVENUE, DEPT OF	4TH QTR LEASEHOLD TAX 2013	MUNICIPAL COURTS	288.90
	REVENUE, DEPT OF		PARK & RECREATION FAC	558.53
	REVENUE, DEPT OF		WATER/SEWER OPERATION	682.74
	REVENUE, DEPT OF		GENERAL FUND	1,142.79
	REVENUE, DEPT OF		WATER SERVICES	1,208.37
	REVENUE, DEPT OF		GOLF COURSE	1,402.13
89621	RICOH USA, INC.	PRINTER/COPIER CHARGES	MAINTENANCE	27.68
	RICOH USA, INC.		COMMUNITY CENTER	27.68
	RICOH USA, INC.		WASTE WATER TREATMENT F	39.44
	RICOH USA, INC.		GENERAL SERVICES - OVERT	87.53
	RICOH USA, INC.		POLICE PATROL	93.32
	RICOH USA, INC.		PROBATION	107.52
	RICOH USA, INC.		LEGAL - PROSECUTION	130.98
	RICOH USA, INC.		ENGR-GENL	143.48
	RICOH USA, INC.		POLICE INVESTIGATION	143.91
	RICOH USA, INC.		UTILITY BILLING	178.48
	RICOH USA, INC.		EXECUTIVE ADMIN	185.90
	RICOH USA, INC.		CITY CLERK	199.08
	RICOH USA, INC.		FINANCE-GENL	199.08
	RICOH USA, INC.		PERSONNEL ADMINISTRATIO	206.56
	RICOH USA, INC.		DETENTION & CORRECTION	260.48
	RICOH USA, INC.		MUNICIPAL COURTS	299.18
	RICOH USA, INC.		PARK & RECREATION FAC	308.02
	RICOH USA, INC.		UTIL ADMIN	379.25
	RICOH USA, INC.		COMMUNITY DEVELOPMENT-	592.98
	RICOH USA, INC.		OFFICE OPERATIONS	847.69
89622	ROY ROBINSON	2011 CHEVY COLORADO	EQUIPMENT RENTAL	23,677.25
89623	SANDBLASTERS INC	SANDBLAST BENCH FRAMES	PARK & RECREATION FAC	86.88
89624	SCHROEDER, BARBARA	UTILITY TAX REBATE	NON-DEPARTMENTAL	44.25
89625	SMITH, LUETTA		NON-DEPARTMENTAL	45.36
89626	SNO CO TREASURER	CRIME VICTIM/WITNESS FUNDS	CRIME VICTIM	1,995.69
89627	SUN MOUNTAIN	JACKETS AND RAIN GEAR	GOLF COURSE	720.80
89628	TAYLORMADE	HAT CREDIT	GOLF COURSE	-62.50
	TAYLORMADE	HAT	GOLF COURSE	20.55
	TAYLORMADE	PANTS	GOLF COURSE	66.26
89629	TERRY ORCUTT	UB 046602000000 6602 101ST PL	WATER/SEWER OPERATION	127.18
89630	TITLEIST	WEDGE	GOLF COURSE	93.62
	TITLEIST	GOLF BALLS	GOLF COURSE	170.00
	TITLEIST		GOLF COURSE	260.00
	TITLEIST		GOLF COURSE	1,598.00

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 1/15/2014 TO 1/15/2014**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
89631	VALDIVIA, MARIA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
89632	WA STATE TREASURER	PUBLIC SAFETY & BLDG REVENUE	GENERAL FUND	58.50
	WA STATE TREASURER		GENERAL FUND	40,174.37
89633	WALTMAN, RUTH	UTILITY TAX REBATE	NON-DEPARTMENTAL	24.69
89634	WEBCHECK	WEBCHECK SERVICES-DEC 2013	UTILITY BILLING	660.00
89635	WFOA	WFOA MEMBERSHIP DUES (3)	UTILITY BILLING	50.00
	WFOA		FINANCE-GENL	100.00
89636	WILLIAMS, RENEE & GR	UB 910840000000 1927 3RD ST	WATER/SEWER OPERATION	150.00
89637	WWCPA	2014 WWCPA ANNUAL DUES	GENERAL SERVICES - OVERH	15.00
	WWCPA		STORM DRAINAGE	15.00
	WWCPA		STORM DRAINAGE	15.00
	WWCPA		STORM DRAINAGE	15.00
	WWCPA		STORM DRAINAGE	15.00
	WWCPA		WATER DIST MAINS	15.00
	WWCPA		WATER DIST MAINS	15.00
	WWCPA		WATER DIST MAINS	15.00
	WWCPA		UTIL ADMIN	15.00
<b>WARRANT TOTAL:</b>				<b><u>153,805.30</u></b>

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

# *Index #6*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE:** January 27, 2014

<b>AGENDA ITEM:</b> Renewal of Fire Investigative Services Interlocal Agreement with Snohomish County	<b>AGENDA SECTION:</b> Consent	
<b>PREPARED BY:</b> Greg Corn, Fire Chief	<b>APPROVED BY:</b>	
<b>ATTACHMENTS:</b> Interlocal agreement between the city of Marysville and Snohomish County concerning provision of fire investigation services.	<b>MAYOR</b>	<b>CAO</b>
	<b>AMOUNT:</b>	
<b>BUDGET CODE:</b>		

**DESCRIPTION:**

This request is to renew the existing interlocal agreement between the city of Marysville and Snohomish County concerning provision of fire investigation services. The need for fire investigations to determine the cause and origin of fires is essential to maintaining safe communities for our citizens and meeting the needs of the Marysville Fire District. In addition, the interlocal agreement allows for coverage to investigate fires within the city limits when these services are not available within the city.

Fire investigation is the accurate determination of fire causes which is fundamental to the protection of lives and property from the threat of hostile fire or explosions. It is through the efficient and accurate determination of the cause and subsequent identification of responsibility that future fire incidents can be avoided and perpetrators brought to justice. This provides the citizens of Marysville a safe place to live, work and play. In addition, proper determination of the fire origin and cause is also essential for the meaningful compilation of fire statistics which is the basis for fire prevention codes, standards and training. Determination of the cause of fires is a reactive role; however, the information gathered plays a proactive role in the prevention of fires. This fosters community livability by rebuilding a safe community where citizens have peace of mind. The criminal side of fire investigation plays a role in deterring criminal behavior by providing intervention, education and accountability which complements the partnership between fire and police.

Currently, this is a budgeted line item within the fire district budget and is a renewal of the current agreement that expired in 2009.

**RECOMMENDED ACTION:**

Authorize the Mayor to sign the interlocal agreement between the city of Marysville and Snohomish County concerning provision of fire investigation services.

**COUNCIL ACTION:**



**Snohomish County**  
**Planning and Development Services**

John Lovick  
County Executive

Clay White, Director  
3000 Rockefeller Avenue M/S #604  
Everett, WA 98201-4046  
(425) 388-3311 FAX (425) 388-3832

January 6, 2014

Tom Maloney, Fire Marshal  
Marysville Fire District  
1094 Cedar Avenue  
Marysville, WA 98270-4046

RE: Fire Investigation Services Interlocal Agreement

Dear Tom:

Enclosed you will find two original ILA's for fire investigation services as well as a copy showing the changes made based on your review of the draft copy we sent you.

The one change that was not made is in Section 2.3 pertaining to the timeframe for submitting an invoice to the Fire District. This was left at 90 days and not the 30 days as requested. The fee schedule has been changed to eliminate 2013 and add 2019 with adjustments made in the fee schedule over the six-year contract.

If you are interested in continuing with Fire Investigation ILA services, please forward the two original documents to your Mayor for signature. After both original ILA's have been signed by your city and returned to us we will forward the ILA's to the County Executive for signature. After approval by Snohomish County, we will return one of the original documents to you.

Any questions please feel free to call me at (425)388-3311, extension 2231.

Sincerely,

Gary Bontrager  
Sr. Fire Inspector

Enclosures: Fire Investigation Services Interlocal Agreement (2)  
Draft copy (with changes)

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF MARYSVILLE  
AND SNOHOMISH COUNTY  
CONCERNING PROVISION OF FIRE INVESTIGATION SERVICES**

THIS INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARYSVILLE AND SNOHOMISH COUNTY CONCERNING PROVISION OF FIRE INVESTIGATION SERVICES (this "Agreement") is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between Snohomish County, a political subdivision of the State of Washington (the "County"), and the City of Marysville, a Washington municipal corporation (the "City").

**RECITALS**

A. The County and City have adopted the International Fire Code (the "IFC") for use within their respective jurisdictions in compliance with chapter 19.27 RCW.

B. The IFC requires local jurisdictions, including the County and City, to investigate the origin, cause, and circumstances of fire events occurring within their respective jurisdictions and document those findings in a report authored by a qualified fire investigator.

C. The City occasionally does not have qualified personnel available to perform the investigative functions required by the IFC, due to the simultaneous occurrence of multiple fire events, staffing fluctuations and/or other reasons. The City, in such event, desires to engage the County to perform the required investigative functions and the County is willing to perform such investigative functions, pursuant to the terms and conditions contained in this Agreement.

D. In certain circumstances, either the City or the County have qualified personnel available to perform some or all of the investigative functions required by the IFC, but may desire mutual aid assistance in performing those functions. In the event that either party desires mutual aid assistance in performing the investigative functions required by the IFC, the other party is willing to provide such assistance, pursuant to the terms and conditions contained in this Agreement.

E. This Agreement is made pursuant to the authority granted by the Interlocal Cooperation Act, chapter 39.34 RCW, RCW 19.27.110 and RCW 43.44.050.

*[The remainder of this page is intentionally left blank.]*

## AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree as follows:

### **Section 1. SCOPE OF SERVICES FOR FIRE INVESTIGATION**

- 1.1 The City's requests for Fire Investigation Services (as such term is defined in Section 1.2 below) will be made by the Fire Marshal, Fire Chief, the Marysville Fire District, an entity created by interlocal agreement between Snohomish County Fire Protection District 12 and the City of Marysville, or any fire command officer. The term "fire command officer" means the Marysville Fire District. The request for Office of the County Fire Marshal ("OCFM") Fire Investigation Services will be made through SNOPAC Dispatch Center. The parties understand and agree that the County's ability to perform Fire Investigation Services pursuant to this Agreement may be limited, delayed, or otherwise impacted by the availability of OCFM personnel.
- 1.2 The term "Fire Investigation Services," as used in this Agreement, shall include, by way of example but not by way of limitation, the following types of services: (i) acting as the on-scene agency in charge of the investigation; (ii) origin and cause determination; (iii) documenting and recording the scene; (iv) identification, collection, and preservation of evidence; (v) witness interviewing; (vi) assisting local law enforcement; (vii) preparation of initial and follow-up reports; and (viii) court appearances.
- 1.3 Both parties understand and agree that the OCFM fire investigators who provide Fire Investigation Services to the City pursuant to this Agreement shall at all times be acting in their official capacities as employees of Snohomish County. The OCFM fire investigators shall at all times be an agent or employee of the County and shall not be considered for any purpose to be an agent or employee of the City in providing Fire Investigation Services to the City pursuant to this Agreement.
- 1.4 The scope of the Fire Investigation Services to be rendered upon any specific request shall be determined by mutual agreement on a case-by-case basis; provided, however, that in all instances the performance of Fire Investigation Services by OCFM personnel shall include (i) acting as the on-scene agency in charge of the investigation, and (ii) preparing the initial and follow-up reports.
- 1.5 The City and OCFM personnel shall work cooperatively in any fire investigation conducted pursuant to this Agreement. The City and OCFM shall furnish to the other party any information, personnel or other material available that may be needed in the course of performing Fire Investigation Services pursuant to this Agreement.

- 1.6 The City hereby authorizes said OCFM personnel to investigate fires for origin and cause, and perform, within the City's jurisdictional boundaries all other Fire Investigation Services that the City has expressly requested or that are incidental to the performance of the Fire Investigation Services the City has expressly requested.

## **Section 2. COMPENSATION**

- 2.1 The City shall pay the County for Fire Investigation Services provided pursuant to Section 1 of this Agreement on an hourly basis in accordance with the rate schedule in Appendix A.
- 2.2 County staff time will be billed in one-tenth hour increments.
- 2.3 The OCFM agrees to provide the City with a written invoice for Fire Investigation Services rendered pursuant to this Agreement no later than 90 days after the date on which the services were rendered.
- 2.4 The City agrees to remit payment in full within 30 days of receipt of an OCFM invoice. The payment shall be made to the OCFM.
- 2.5 The County will maintain all records reflecting fees and costs billed to the City.
- 2.6 All billing invoices and payments shall be delivered to the following:

County: Snohomish County  
 Planning and Development Services, Accounting  
 M/S 604, 3000 Rockefeller Ave.  
 Everett, WA 98201-4046

City: Marysville Fire District,  
 Billing Department  
 1094 Cedar Ave  
 Marysville, WA 98270-4301



### **Section 3. SCOPE OF MUTUAL AID FIRE INVESTIGATION ASSISTANCE**

- 3.1 The parties hereby establish a mutual aid program pursuant to which either party may assist the other party with the performance of Fire Investigation Services ("Investigation Assistance") at no charge.
- 3.2 Investigation Assistance may include, by way of example and not by way of limitation, any one or more of the following types of activities: (i) assisting with the determination of origin and cause; (ii) assisting with documentation of the scene; (iii) assisting with witness interviews; and/or (iv) assisting with any of the other investigative functions required by the IFC. Provided, however, that in no event shall Investigation Assistance include either of the following activities: (a) acting as the on-scene commander in charge of the investigation; or (b) preparing initial or follow-up reports (except for those reports documenting first hand observations and conclusions not otherwise available to the Requesting Party).
- 3.3 Should either the City or the County desire Investigation Assistance from the other party, the party desiring Investigation Assistance (the "Requesting Party") may request Investigation Assistance from the other party (the "Responding Party") through the SnoCom Dispatch Center or the SNOPAC Dispatch Center, as appropriate.
- 3.4 If the Responding Party has sufficient resources available to provide the requested Investigation Assistance to the Requesting Party, the Responding Party shall send the relevant personnel and/or equipment to the specified fire event site.
- 3.5 If a Responding Party does not, in its good-faith, business judgment, believe that it has sufficient resources available to provide the requested Investigation Assistance, the Responding Party shall so inform the Requesting Party and the Responding Party shall thereafter have no further obligations with respect to that request for assistance.
- 3.6 The Requesting Party shall at all times be in charge of the fire event scene, and any personnel from the Responding Party who provide Investigation Assistance to the Requesting Party shall take direction from the Fire Chief or designee or Fire Marshal of the Requesting Party, as applicable.
- 3.7 Personnel providing Investigation Assistance pursuant to this Section 3 are acting in their official capacity as employees of their respective jurisdictions.

- 3.8 Notwithstanding, anything to the contrary contained elsewhere in this Section 3, the County and City each understand and agree that each party's primary responsibility is to its own citizens and/or constituents, and that such responsibility takes precedence over any commitment made to the other party pursuant to this Section 3. Accordingly, neither party to this Agreement shall be required to provide Investigation Assistance to the other party if such party has a good-faith belief that it needs some or all of the resources at issue for its own use.

#### **Section 4. INSURANCE REQUIREMENTS**

- 4.1 Each party shall maintain and provide evidence to the other of insurance or self-insurance adequate to cover its liability obligations under this Agreement and/or arising out of each party's activities hereunder.
- 4.2 The City is part of a Public Entity insurance pool sanctioned by the Washington State Office of Financial Management Risk Management Division and it will provide a letter signed and executed by an authorized agent indicating the City's participation in said pool.
- 4.3 The County self-insures its common law and assumed liability for bodily injury and/or property damage to third parties. The County maintains a fully-funded self-insurance program as defined in Snohomish County Code 2.90 for the protection and handling of the County's liabilities, including injuries to persons and damage to property. The self-funded program will respond if an incident occurs involving negligence of County employees acting in the scope of their employment. The County will provide a letter of self-insurance signed and executed by an authorized agent.

#### **Section 5. INDEMNIFICATION AND LIABILITY**

- 5.1 City Held Harmless. The County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the County, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this Agreement. In the event that any such suit based upon such a claim, action, loss, or damages is brought against the City, the County shall defend the same at its sole cost and expense; provided that the City reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the City, and its officers, agents, and employees, or any of

them, or jointly against the City and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

- 5.2 County Held Harmless. The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damages is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.
- 5.3 Liability Related to City Ordinances, Policies, Rules and Regulations. In executing this agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.
- 5.4 Waiver under Washington Industrial Insurance Act. The foregoing indemnity is specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Chapter 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

## **Section 6. GOVERNING LAW AND VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

## **Section 7. COMPLIANCE WITH LAW**

Both parties shall comply with all applicable federal, state and local laws in the performance of this Agreement.

## **Section 8. PROPERTY**

Except as expressly provided to the contrary elsewhere in this Agreement, any real or personal property used or acquired by either party in connection with the performance of this Agreement will remain the sole property of such party and the other party shall have no interest therein.

## **Section 9. DURATION AND TERMINATION**

- 9.1 This Agreement will become effective upon execution by the parties and being posted on the Snohomish County Council website pursuant to the Interlocal Cooperation Act, RCW 39.34.040. This Agreement shall remain in effect until December 31, 2018, unless the parties renew or amend the Agreement in accordance with the terms of Section 10. Changes to Appendix A are subject to Section 14 below.
- 9.2 Either party may terminate this Agreement, for any reason, upon providing thirty (30) days written notice to the other party. In that event, the City shall pay the County for all Fire Investigation Services provided up to and including the date of termination in accordance with Section 2.
- 9.3 The terms and conditions contained in Sections 2 and 5 of this Agreement shall survive the expiration or termination of this Agreement.

## **Section 10. AMENDMENT AND/OR RENEWAL**

- 10.1 The Director of the County's Department of Planning and Development Service (the "Director") shall have the authority to amend and/or renew this Agreement on behalf of the County to the extent and under the circumstances described in this Section 10, without the need to obtain additional approvals from the County Council or the County Executive.
- 10.2 The Director shall have the authority to extend the term one or more times, for a total extension period not to exceed ten (10) years.
- 10.3 If both parties wish to renew the Agreement, negotiations of the hourly compensation rates of Appendix A must be completed 45 days prior to expiration

of the Agreement or any amendment thereto. Changes to Appendix A are subject to Section 14 below.

- 10.4 In order to be effective, any renewal or amendment of this Agreement must be memorialized in writing, executed by both parties, and posted on the Snohomish County Council web site pursuant to RCW 39.34.040. A sample form of amendment is attached to this Agreement as Appendix B.

### **Section 11. NOTICES**

All notices, including requests to terminate the Agreement, shall be delivered to the following:

County: Snohomish County  
 Planning and Development Services, Director  
 3000 Rockefeller Avenue  
 M/S 604  
 Everett, WA 98201-4046

City: Marysville Fire District  
 1094 Cedar Avenue  
 Marysville, WA 98270-4234

### **Section 12. DESIGNATION OF ADMINISTRATOR**

The Director of the Department of Planning and Development Services or his/her designee is the County's administrator of this Agreement for purposes of the Interlocal Cooperation Act. The City's Fire Chief or his/her designee is the City's administrator of this Agreement for purposes of the Interlocal Cooperation Act.

### **Section 13. NO WAIVER**

No term or provision in this Agreement shall be waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

### **Section 14. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document signed by the party against whom such modification is sought to be enforced.

INTERLOCAL AGREEMENT BETWEEN  
 THE CITY OF MARYSVILLE AND SNOHOMISH COUNTY  
 CONCERNING PROVISION OF FIRE INVESTIGATION SERVICES - Page 8

### **Section 15. PRIVILEGES AND IMMUNITIES**

All privileges and immunities from liability, exemption from ordinances, rules, laws, all pension, disability, workers compensation, and other benefits which apply to the activities of the OCFM fire investigators while performing their functions within the territorial limits of Snohomish County shall apply to OCFM fire investigators to the same degree and extent while they are engaged in the performance of any of their authorized functions and duties within the City under the provisions of this Agreement.

### **Section 16. NO THIRD PARTY BENEFICIARIES; NO JOINT VENTURE**

This Agreement is for the sole benefit of the parties hereto and shall not confer third-party beneficiary status on any non-party to this Agreement. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture, or other joint enterprise between the parties.

### **Section 17. CONTINGENCY**

The obligations of the City and County in this Agreement are contingent on the availability of funds through local legislative appropriation and allocation in accordance with law. If funding is withdrawn, reduced, or limited in any way after the effective date of this Agreement, either party may terminate the contract under Section 8 of this Agreement.

### **Section 18. SEVERABILITY**

If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect to the extent permitted by law.

### **Section 19. RECORDS**

Both parties shall maintain adequate records to document obligations performed under this Agreement. Both parties shall have the right to review the other party's records with regard to the subject matter of this Agreement, upon reasonable notice. Fire investigation records shall belong to the County. The County will provide copies to the City within 30 days of the completion of the investigation.

IN WITNESS WHEREOF, the parties have signed this Agreement, effective on the date indicated below.

CITY OF MARYSVILLE

SNOHOMISH COUNTY

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

By: \_\_\_\_\_  
John Lovick, County Executive

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Approved as to form:  
City's Attorney

Approved as to form:  
Snohomish County Prosecutor's Office

\_\_\_\_\_

*John Lovick* 11/2/13  
\_\_\_\_\_

**APPENDIX A**  
**FEE SCHEDULE/HOURLY RATE**

1.A Fire Investigation Services Rate Per Hour \$					
2014	2015	2016	2017	2018	2019
\$86.00	\$88.00	\$91.00	\$94.00	\$97.00	\$100.00



**APPENDIX B**  
**Sample Form of Amendment**

**AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF MARYSVILLE  
AND SNOHOMISH COUNTY CONCERNING PROVISION  
OF FIRE INVESTIGATION SERVICES**

THIS AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARYSVILLE AND SNOHOMISH COUNTY CONCERNING PROVISION OF FIRE INVESTIGATION SERVICES (this "Amendment") is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between Snohomish County, a political subdivision of the State of Washington (the "County"), and the City of Marysville, a Washington municipal corporation (the "City").

**RECITALS**

- A. The County and City are parties to the "Interlocal Agreement Between the City of Marysville and Snohomish County Concerning Provision of Fire Investigation Services" executed on \_\_\_\_\_, 20\_\_\_ (the "Original Agreement").
- B. Pursuant to Section 10 of the Original Agreement, the Director of the County's Department of Planning and Development Services has authority to execute an amendment to the Original Agreement to the extent and under the circumstances more fully described herein.
- C. The County and City now desire to amend the Original Agreement to extend the Term [INSERT REASON].
- D. The County and City now desire to amend the Original Agreement to adopt a new fee schedule due to [INSERT REASON].
- E. [INSERT ANY OTHER PERTINENT RECITALS.]

**AGREEMENT**

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree as follows:

**Section 1. EXTENSION OF TERM**

The County and City agree that the Term specified in Section 9 of the Original Agreement shall be extended by [INSERT AMOUNT OF TIME]. The new Expiration Date of the Agreement is [INSERT NEW EXPIRATION DATE].

**Section 2. ADOPTION OF NEW FEE SCHEDULE**

The County and City agree to adopt a new fee schedule as provided herein:

[INSERT NEW FEE SCHEDULE/HOURLY RATE]

**Section 3. RATIFICATION**

Except as modified by this Amendment, the Original Agreement shall remain in force and effect in accordance with its terms and is hereby ratified and affirmed.

**Section 4. EXECUTION IN COUNTERPARTS**

This Amendment may be executed in counter parts, each of which shall be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the County and City have executed this Amendment as of the day and year first written above.

CITY OF MARYSVILLE

SNOHOMISH COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Director, Department of Planning  
And Development Services

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF MARYSVILLE  
AND SNOHOMISH COUNTY  
CONCERNING PROVISION OF FIRE INVESTIGATION SERVICES**

THIS INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARYSVILLE AND SNOHOMISH COUNTY CONCERNING PROVISION OF FIRE INVESTIGATION SERVICES (this "Agreement") is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between Snohomish County, a political subdivision of the State of Washington (the "County"), and the City of Marysville, a Washington municipal corporation (the "City").

**RECITALS**

A. The County and City have adopted the International Fire Code (the "IFC") for use within their respective jurisdictions in compliance with chapter 19.27 RCW.

B. The IFC requires local jurisdictions, including the County and City, to investigate the origin, cause, and circumstances of fire events occurring within their respective jurisdictions and document those findings in a report authored by a qualified fire investigator.

C. The City occasionally does not have qualified personnel available to perform the investigative functions required by the IFC, due to the simultaneous occurrence of multiple fire events, staffing fluctuations and/or other reasons. The City, in such event, desires to engage the County to perform the required investigative functions and the County is willing to perform such investigative functions, pursuant to the terms and conditions contained in this Agreement.

D. In certain circumstances, either the City or the County have qualified personnel available to perform some or all of the investigative functions required by the IFC, but may desire mutual aid assistance in performing those functions. In the event that either party desires mutual aid assistance in performing the investigative functions required by the IFC, the other party is willing to provide such assistance, pursuant to the terms and conditions contained in this Agreement.

E. This Agreement is made pursuant to the authority granted by the Interlocal Cooperation Act, chapter 39.34 RCW, RCW 19.27.110 and RCW 43.44.050.

*[The remainder of this page is intentionally left blank.]*

## AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree as follows:

### **Section 1. SCOPE OF SERVICES FOR FIRE INVESTIGATION**

- 1.1 The City's requests for Fire Investigation Services (as such term is defined in Section 1.2 below) will be made by the ~~Marysville Fire Department Fire Marshal~~, Fire Chief, the Marysville Fire District, an entity created by interlocal agreement between Snohomish County Fire Protection District 12 and the City of Marysville, or any fire command officer. The term "fire command officer" means the Marysville Fire District. The request for Office of the County Fire Marshal ("OCFM") Fire Investigation Services will be made through ~~Snohomish~~ SNOPAC Dispatch Center. The parties understand and agree that the County's ability to perform Fire Investigation Services pursuant to this Agreement may be limited, delayed, or otherwise impacted by the availability of OCFM personnel.
- 1.2 The term "Fire Investigation Services," as used in this Agreement, shall include, by way of example but not by way of limitation, the following types of services: (i) acting as the on-scene agency in charge of the investigation; (ii) origin and cause determination; (iii) documenting and recording the scene; (iv) identification, collection, and preservation of evidence; (v) witness interviewing; (vi) assisting local law enforcement; (vii) preparation of initial and follow-up reports; and (viii) court appearances.
- 1.3 Both parties understand and agree that the OCFM fire investigators who provide Fire Investigation Services to the City pursuant to this Agreement shall at all times be acting in their official capacities as employees of Snohomish County. The OCFM fire investigators shall at all times be an agent or employee of the County and shall not be considered for any purpose to be an agent or employee of the City in providing Fire Investigation Services to the City pursuant to this Agreement.
- 1.4 The scope of the Fire Investigation Services to be rendered upon any specific request shall be determined by mutual agreement on a case-by-case basis; provided, however, that in all instances the performance of Fire Investigation Services by OCFM personnel shall include (i) acting as the on-scene agency in charge of the investigation, and (ii) preparing the initial and follow-up reports.
- 1.5 The City and OCFM personnel shall work cooperatively in any fire investigation conducted pursuant to this Agreement. The City and OCFM shall furnish to the other party any information, personnel or other material available that may be needed in the course of performing Fire Investigation Services pursuant to this Agreement.

- 1.6 The City hereby authorizes said OCFM personnel to investigate fires for origin and cause, and perform, within the City's jurisdictional boundaries all other Fire Investigation Services that the City has expressly requested or that are incidental to the performance of the Fire Investigation Services the City has expressly requested.

**Section 2. COMPENSATION**

- 2.1 The City shall pay the County for Fire Investigation Services provided pursuant to Section 1 of this Agreement on an hourly basis in accordance with the rate schedule in Appendix A.
- 2.2 County staff time will be billed in one-tenth hour increments.
- 2.3 The OCFM agrees to provide the City with a written invoice for Fire Investigation Services rendered pursuant to this Agreement no later than 90 days after the date on which the services were rendered.
- 2.4 The City agrees to remit payment in full within 30 days of receipt of an OCFM invoice. The payment shall be made to the OCFM.
- 2.5 The County will maintain all records reflecting fees and costs billed to the City.
- 2.6 All billing invoices and payments shall be delivered to the following:

County: Snohomish County  
 Planning and Development Services, Accounting  
 M/S 604, 3000 Rockefeller Ave.  
 Everett, WA 98201-4046

City: Marysville Fire District,  
 Billing Department  
 1094 Cedar Ave  
 Marysville, WA 98270-4301



### **Section 3. SCOPE OF MUTUAL AID FIRE INVESTIGATION ASSISTANCE**

- 3.1 The parties hereby establish a mutual aid program pursuant to which either party may assist the other party with the performance of Fire Investigation Services ("Investigation Assistance") at no charge.
- 3.2 Investigation Assistance may include, by way of example and not by way of limitation, any one or more of the following types of activities: (i) assisting with the determination of origin and cause; (ii) assisting with documentation of the scene; (iii) assisting with witness interviews; and/or (iv) assisting with any of the other investigative functions required by the IFC. Provided, however, that in no event shall Investigation Assistance include either of the following activities: (a) acting as the on-scene commander in charge of the investigation; or (b) preparing initial or follow-up reports (except for those reports documenting first hand observations and conclusions not otherwise available to the Requesting Party).
- 3.3 Should either the City or the County desire Investigation Assistance from the other party, the party desiring Investigation Assistance (the "Requesting Party") may request Investigation Assistance from the other party (the "Responding Party") through the SnoCom Dispatch Center or the **SNOPAC** Dispatch Center, as appropriate.
- 3.4 If the Responding Party has sufficient resources available to provide the requested Investigation Assistance to the Requesting Party, the Responding Party shall send the relevant personnel and/or equipment to the specified fire event site.
- 3.5 If a Responding Party does not, in its good-faith, business judgment, believe that it has sufficient resources available to provide the requested Investigation Assistance, the Responding Party shall so inform the Requesting Party and the Responding Party shall thereafter have no further obligations with respect to that request for assistance.
- 3.6 The Requesting Party shall at all times be in charge of the fire event scene, and any personnel from the Responding Party who provide Investigation Assistance to the Requesting Party shall **take direction from the Fire Chief or designee or Fire Marshal of the Requesting Party, as applicable.**
- 3.7 Personnel providing Investigation Assistance pursuant to this Section 3 are acting in their official capacity as employees of their respective jurisdictions.

- 3.8 Notwithstanding, anything to the contrary contained elsewhere in this Section 3, the County and City each understand and agree that each party's primary responsibility is to its own citizens and/or constituents, and that such responsibility takes precedence over any commitment made to the other party pursuant to this Section 3. Accordingly, neither party to this Agreement shall be required to provide Investigation Assistance to the other party if such party has a good-faith belief that it needs some or all of the resources at issue for its own use.

#### **Section 4. INSURANCE REQUIREMENTS**

- 4.1 Each party shall maintain and provide evidence to the other of insurance or self-insurance adequate to cover its liability obligations under this Agreement and/or arising out of each party's activities hereunder.
- 4.2 The City is part of a Public Entity insurance pool sanctioned by the Washington State Office of Financial Management Risk Management Division and it will provide a letter signed and executed by an authorized agent indicating the City's participation in said pool.
- 4.3 The County self-insures its common law and assumed liability for bodily injury and/or property damage to third parties. The County maintains a fully-funded self-insurance program as defined in Snohomish County Code 2.90 for the protection and handling of the County's liabilities, including injuries to persons and damage to property. The self-funded program will respond if an incident occurs involving negligence of County employees acting in the scope of their employment. The County will provide a letter of self-insurance signed and executed by an authorized agent.

#### **Section 5. INDEMNIFICATION AND LIABILITY**

- 5.1 City Held Harmless. The County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the County, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this Agreement. In the event that any such suit based upon such a claim, action, loss, or damages is brought against the City, the County shall defend the same at its sole cost and expense; provided that the City reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the City, and its officers, agents, and employees, or any of

them, or jointly against the City and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

- 5.2 County Held Harmless. The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damages is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.
- 5.3 Liability Related to City Ordinances, Policies, Rules and Regulations. In executing this agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.
- 5.4 Waiver under Washington Industrial Insurance Act. The foregoing indemnity is specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Chapter 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

## **Section 6. GOVERNING LAW AND VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.



## **Section 7. COMPLIANCE WITH LAW**

Both parties shall comply with all applicable federal, state and local laws in the performance of this Agreement.

## **Section 8. PROPERTY**

Except as expressly provided to the contrary elsewhere in this Agreement, any real or personal property used or acquired by either party in connection with the performance of this Agreement will remain the sole property of such party and the other party shall have no interest therein.

## **Section 9. DURATION AND TERMINATION**

- 9.1 This Agreement will become effective upon execution by the parties and being posted on the Snohomish County Council website pursuant to the Interlocal Cooperation Act, RCW 39.34.040. This Agreement shall remain in effect until December 31, 2018, unless the parties renew or amend the Agreement in accordance with the terms of Section 10. Changes to Appendix A are subject to Section 14 below.
- 9.2 Either party may terminate this Agreement, for any reason, upon providing thirty (30) days written notice to the other party. In that event, the City shall pay the County for all Fire Investigation Services provided up to and including the date of termination in accordance with Section 2.
- 9.3 The terms and conditions contained in Sections 2 and 5 of this Agreement shall survive the expiration or termination of this Agreement.

## **Section 10. AMENDMENT AND/OR RENEWAL**

- 10.1 The Director of the County's Department of Planning and Development Service (the "Director") shall have the authority to amend and/or renew this Agreement on behalf of the County to the extent and under the circumstances described in this Section 10, without the need to obtain additional approvals from the County Council or the County Executive.
- 10.2 The Director shall have the authority to extend the term one or more times, for a total extension period not to exceed ten (10) years.
- 10.3 If both parties wish to renew the Agreement, negotiations of the hourly compensation rates of Appendix A must be completed 45 days prior to expiration

of the Agreement or any amendment thereto. Changes to Appendix A are subject to Section 14 below.

- 10.4 In order to be effective, any renewal or amendment of this Agreement must be memorialized in writing, executed by both parties, and posted on the Snohomish County Council web site pursuant to RCW 39.34.040. A sample form of amendment is attached to this Agreement as Appendix B.

### **Section 11. NOTICES**

All notices, including requests to terminate the Agreement, shall be delivered to the following:

County: Snohomish County  
 Planning and Development Services, Director  
 3000 Rockefeller Avenue  
 M/S 604  
 Everett, WA 98201-4046

City: Marysville Fire District  
1094 Cedar Avenue  
Marysville, WA 98270-4234

### **Section 12. DESIGNATION OF ADMINISTRATOR**

The Director of the Department of Planning and Development Services or his/her designee is the County's administrator of this Agreement for purposes of the Interlocal Cooperation Act. The City's Fire Chief or his/her designee is the City's administrator of this Agreement for purposes of the Interlocal Cooperation Act.

### **Section 13. NO WAIVER**

No term or provision in this Agreement shall be waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

### **Section 14. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document signed

by the party against whom such modification is sought to be enforced.

### **Section 15. PRIVILEGES AND IMMUNITIES**

All privileges and immunities from liability, exemption from ordinances, rules, laws, all pension, disability, workers compensation, and other benefits which apply to the activities of the OCFM fire investigators while performing their functions within the territorial limits of Snohomish County shall apply to OCFM fire investigators to the same degree and extent while they are engaged in the performance of any of their authorized functions and duties within the City under the provisions of this Agreement.

### **Section 16. NO THIRD PARTY BENEFICIARIES; NO JOINT VENTURE**

This Agreement is for the sole benefit of the parties hereto and shall not confer third-party beneficiary status on any non-party to this Agreement. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture, or other joint enterprise between the parties.

### **Section 17. CONTINGENCY**

The obligations of the City and County in this Agreement are contingent on the availability of funds through local legislative appropriation and allocation in accordance with law. If funding is withdrawn, reduced, or limited in any way after the effective date of this Agreement, either party may terminate the contract under Section 8 of this Agreement.

### **Section 18. SEVERABILITY**

If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect to the extent permitted by law.

### **Section 19. RECORDS**

Both parties shall maintain adequate records to document obligations performed under this Agreement. Both parties shall have the right to review the other party's records with regard to the subject matter of this Agreement, upon reasonable notice. Fire investigation records shall belong to the County. The County will provide copies to the City within 30 days of the completion of the investigation.

IN WITNESS WHEREOF, the parties have signed this Agreement, effective on the date indicated below.

CITY OF MARYSVILLE

SNOHOMISH COUNTY

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

By: \_\_\_\_\_  
John Lovick, County Executive

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

Attest:

\_\_\_\_\_

\_\_\_\_\_

Approved as to form:  
City's Attorney

Approved as to form:  
Snohomish County Prosecutor's Office

\_\_\_\_\_

\_\_\_\_\_

**APPENDIX A**  
**FEE SCHEDULE/HOURLY RATE**

**1.A Fire Investigation Services Rate Per Hour \$**

<del>2013</del>	<del>2014</del>	<del>2015</del>	<del>2016</del>	<del>2017</del>	<del>2018</del>
<del>\$86.00</del>	<del>\$86.00</del>	<del>\$88.00</del>	<del>\$91.00</del>	<del>\$94.00</del>	<del>\$100.00</del>
<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
<u>\$86.00</u>	<u>\$88.00</u>	<u>\$91.00</u>	<u>\$94.00</u>	<u>\$97.00</u>	<u>\$100.00</u>

**APPENDIX B**  
**Sample Form of Amendment**

**AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF MARYSVILLE  
AND SNOHOMISH COUNTY CONCERNING PROVISION  
OF FIRE INVESTIGATION SERVICES**

THIS AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARYSVILLE AND SNOHOMISH COUNTY CONCERNING PROVISION OF FIRE INVESTIGATION SERVICES (this "Amendment") is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between Snohomish County, a political subdivision of the State of Washington (the "County"), and the City of Marysville, a Washington municipal corporation (the "City").

**RECITALS**

- A. The County and City are parties to the "Interlocal Agreement Between the City of Marysville and Snohomish County Concerning Provision of Fire Investigation Services" executed on \_\_\_\_\_, 20\_\_ (the "Original Agreement").
- B. Pursuant to Section 10 of the Original Agreement, the Director of the County's Department of Planning and Development Services has authority to execute an amendment to the Original Agreement to the extent and under the circumstances more fully described herein.
- C. The County and City now desire to amend the Original Agreement to extend the Term [INSERT REASON].
- D. The County and City now desire to amend the Original Agreement to adopt a new fee schedule due to [INSERT REASON].
- E. [INSERT ANY OTHER PERTINENT RECITALS.]

**AGREEMENT**

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree as follows:

**Section 1. EXTENSION OF TERM**

The County and City agree that the Term specified in Section 9 of the Original Agreement shall be extended by [INSERT AMOUNT OF TIME]. The new Expiration Date of the Agreement is [INSERT NEW EXPIRATION DATE].

**Section 2. ADOPTION OF NEW FEE SCHEDULE**

The County and City agree to adopt a new fee schedule as provided herein:

[INSERT NEW FEE SCHEDULE/HOURLY RATE]

**Section 3. RATIFICATION**

Except as modified by this Amendment, the Original Agreement shall remain in force and effect in accordance with its terms and is hereby ratified and affirmed.

**Section 4. EXECUTION IN COUNTERPARTS**

This Amendment may be executed in counter parts, each of which shall be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the County and City have executed this Amendment as of the day and year first written above.

CITY OF MARYSVILLE

SNOHOMISH COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Director, Department of Planning  
And Development Services



# *Index #7*

## CITY OF MARYSVILLE AGENDA BILL

### EXECUTIVE SUMMARY FOR ACTION

**CITY COUNCIL MEETING DATE: 01/27/2014**

<b>AGENDA ITEM:</b> Professional Services Agreement with FCS Group for Analysis of Fire and Emergency Medical Services Alternatives	
<b>PREPARED BY:</b> Sandy Langdon, Finance Director	<b>DIRECTOR APPROVAL:</b>
<b>DEPARTMENT:</b> Finance	
<b>ATTACHMENTS:</b> Professional Services Agreement with FCS Group	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b> \$41,980.00

**SUMMARY:**

The City of Marysville and Snohomish County Fire District # 12 have jointly operated fire and emergency medical protection services since 1991. The combined agreement on fire services has operated effectively over the past 19 years. However, there has been a desire to further solidify the future operations of the combined fire jurisdictions over the past several years resulting in discussions of alternatives such as annexation to the fire district, as well as discussions on creation of a Regional Fire Authority (RFA)

In April 2010, the Marysville Fire District Board of Directors sent a letter requesting commencement of discussions on creation of a regional fire authority (RFA). Creation of an RFA would result in turnover of city fire responsibilities to a new authority and transition the City out of direct responsibilities for fire service. This result can also be accomplished through annexation to Snohomish County Fire District # 12. At this time a committee was formed to study RFA/Annexation. During these discussions the economic downturn instilled uncertainty in forecasting the financial impact of an RFA or Annexation and therefore it was determined to continue with the inter-local agreement with an amendment for the Marysville Central Annexation transition.

With the change in the economy and the continued decrease in AV a presentation to council regarding fire service alternatives was made, which with discussion led to the need to thoroughly examine all options for fire and emergency medical services. There was consensus to have a consultant perform an analysis of the options. FCS Group provided the most comprehensive submittal in response to the request for proposals of fire and medical services.

The professional services agreement is for analysis of four options: 1) continue with current arrangement, 2) annexation into the fire district, 3) City department, and 4) Regional Fire Authority. Proposed cost is \$35,880 with an option of a Performa Survey of Comparable Municipalities at a cost of \$6,100 and a completion date of May 31, 2014.

**RECOMMENDED ACTION:**

Staff recommends the City Council authorize the Mayor to sign the Professional Services Agreement with FCS Group to perform analysis of Fire and EMS alternatives.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND FCS GROUP  
FOR CONSULTANT SERVICES**

**THIS AGREEMENT** ("Agreement") is made and entered into by and between the City of Marysville a Washington State municipal corporation ("City"), and Financial Consulting Solutions Group (FCS Group) \_\_\_\_\_, a Washington Incorporation ("Consultant").

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

**ARTICLE I. PURPOSE**

The purpose of this Agreement is to provide the City with consultant services regarding analysis of Fire and Emergency Medical Service Alternatives as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

**ARTICLE II. SCOPE OF SERVICES**

The Scope of Services is attached hereto as **Exhibit "A"** and incorporated herein by this reference ("Scope of 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.

**ARTICLE III. OBLIGATIONS OF THE CONSULTANT**

**III.1 MINOR CHANGES IN SCOPE.** The Consultant shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

**Extra Work.** The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no

cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

**III.2 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 work 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 work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

**III.3 TERM.** The term of this Agreement shall commence on December 13, 2013 and shall terminate at midnight, May 31, 2014. The parties may extend the term of this Agreement by written mutual agreement.

**III.4 NONASSIGNABLE.** The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

**III.5 EMPLOYMENT.** Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and 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 so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

**III.6 INDEMNITY.** Indemnification/Hold Harmless 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 negligent, intentional and willful 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. 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. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

### III.7 INSURANCE.

a. **Minimum Limits of Insurance.** 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 work and services hereunder by the Consultant, its agents, representatives, employees or subcontractors. The Consultant shall, before commencing work under this agreement, file with the City certificates of insurance coverage and the policy endorsement to be kept in force continuously during this Agreement, in a form acceptable to the City. Said certificates and policy endorsement shall name the City, its officers, elected officials, agents and/or employees as an additional named insured with respect to all coverages except professional liability insurance and workers' compensation. The minimum insurance requirements shall be as follows:

(1) Comprehensive General Liability. \$1,000,000 combined single limit per occurrence for bodily injury personal injury and property damage; \$2,000,000 general aggregate.

(2) Automobile Liability. \$300,000 combined single limit per accident for bodily injury and property damage.

(3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.

(4) Consultant's Errors and Omissions Liability. \$1,000,000 per occurrence and as an annual aggregate.

b. **Notice of Cancellation.** In the event that the Consultant receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Consultant shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.

c. **Acceptability of Insurers.** Insurance to be provided by Consultant shall be with a Bests rating of no less than A:VII, or if not rated by Bests, with minimum surpluses the equivalent of Bests' VII rating.

d. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof

of insurance upon request by the City.

e. **Insurance shall be Primary.** The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

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

g. **Claims-made 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.

**III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION.** The Consultant agrees to comply with equal opportunity employment and not to discriminate against 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, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. 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.

**III.9 UNFAIR EMPLOYMENT PRACTICES.** During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

**III.10 LEGAL RELATIONS.** The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Snohomish County Superior Court.

### **III.11 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 his status as an independent contractor in the performance of the work and 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 make no claim of City employment nor shall 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 that the Consultant performs hereunder.

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

**III.12 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 where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

**III.13 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 services provided to the City.

### **III.14 SUBCONTRACTORS/SUBCONSULTANTS.**

a. The Consultant shall be responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants or as set forth in Exhibit \_\_\_\_:

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

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

d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

**ARTICLE IV. OBLIGATIONS OF THE CITY**

**IV.1 PAYMENTS.**

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$41,980 without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

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

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

**IV.2 CITY APPROVAL.** Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

**IV.3 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.

#### **ARTICLE V. GENERAL**

V.1 **NOTICES.** Notices to the City shall be sent to the following address:

**Sandy Langdon, Finance Director/City Clerk  
City of Marysville  
1049 State Ave.  
Marysville, WA 98270**

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

**Peter Moy, Managing Principal  
FCS Group  
7525 166<sup>th</sup> Ave. NE, Ste. D-215  
Redmond, WA 98052**

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

V.2 **TERMINATION.** The right is reserved by the City to terminate this Agreement in whole or in part at any time upon ten (10) calendar days' written notice to the Consultant.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section VI.1.

V.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.

V.4 **EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with attachments or 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 written instrument properly signed by both parties.

**V.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 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 provision held to be invalid.

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

**V.6 NONWAIVER.** A waiver by either party hereto of a breach by the other party hereto 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.

**V.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.

**V.8 GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

**V.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.

**V.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.

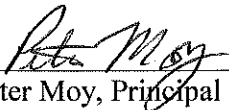
**V.11 AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

CITY OF MARYSVILLE

FINANCIAL CONSULTING SOLUTIONS  
GROUP, INC.

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

By  \_\_\_\_\_  
Peter Moy, Principal

Approved as to form:

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

## **EXHIBIT A SCOPE OF WORK AND TASK PLAN**

### **Task 1 – Kick-Off Meeting and Background Review**

FCS Group will conduct a kick-off meeting with the appropriate City and District staff to introduce the project team, study objectives, methodology, schedule, and the roles of the City staff and the consultant team. Review the preliminary data needs list which will include such items as general background information on the current agreement between the City and the Fire District. The background data will be reviewed, and a follow-up request will be prepared, if necessary.

### **Task 2 – Interview Key Stakeholders**

Before conducting the analysis, we will interview key stakeholders. We will conduct 12 interview sessions and will work with the CAO and Finance Director to identify the appropriate people that should participate in the interviews. The interviews will ask the stakeholders to identify the issues they want to see addressed in the study as well as any overall comments about the Fire and Emergency Medical Services. More than one person can be in an interview session.

### **Task 3 – Develop the Alternatives and Cost Analysis Framework**

An analysis of the alternatives for providing Fire and EMS services will be performed to include contract, departmental, annexation, and Regional Fire Authority (RFA) and the associated costs. We will work closely with City and District management and finance to gather and analyze the data.

### **Task 4 – Analyze the Current Cost of Service and Funding**

FCS Group will review the current Fire and EMS service contract to identify current cost and how it is operating. Also, we will take a forward look at the effects of fluctuating property values. The analysis will include a review of the current contract along with City's historical and forecasted financials and also the Marysville Fire District's forecasts.

### **Task 5 – Identify the Costs and Financing for the Different Organizational Alternatives**

We will identify the costs of each alternative using a multi-year approach with inclusion of capital and other major cost centers and will identify revenue and other financing sources along with potential fluctuations (such as property values) and the effects of levy caps.

### **Task 6 – Identify and Summarize the Advantages and Disadvantages of Each Alternative**

We will identify and summarize the advantage and disadvantages of each alternative for Fire and EMS services, both financially and operationally. Identify the standard process for each alternative's implementation – the annexation and RFA have state laws associated with their

implementation.

**Task 7 – Prepare Draft and Final Reports**

A draft report will be prepared that describes the methodologies used, key financial and operational assumptions, and cost benefit results. We will provide the City with a draft report to review, and we will discuss the results and review any comments that the City might have concerning the draft report. Once the issues and comments have been addressed, a final report will be issued. We will provide 10 bound copies and an electronic copy of the final report.

**Task 8 – Make Presentations**

To brief City and District officials on the results of the analysis, we will make one (1) presentation on the results to City and District management and staff.

**Task 9 – Perform a Survey of Comparable Municipalities (optional)**

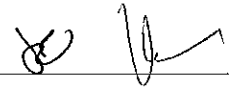
We will perform a benchmark analysis of three to five comparable municipalities' Fire and EMS services.

# *Index #8*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 01/27/14**

<b>AGENDA ITEM:</b> Interlocal with the Marysville Transportation Benefit District	
<b>PREPARED BY:</b> John Cowling	<b>DIRECTOR APPROVAL:</b> 
<b>DEPARTMENT:</b> Public Works	
<b>ATTACHMENTS:</b> Interlocal Agreement with Marysville Transportation Benefit District	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>

**SUMMARY:**

City Council approved the formation of the Marysville Transportation Benefit District (TBD), Ordinance No. 2938 on January 13, 2014. The attached interlocal agreement between the City of Marysville and the TBD is in consideration of the mutual benefits to be derived and to coordinate the efforts of both entities.

The interlocal establishes the responsibilities between the TBD and the City in regards to the administration of the Transportation Benefit District. The interlocal agreement has been reviewed by the City Attorney's office.

**RECOMMENDED ACTION:**

Staff recommends City Council authorize the Mayor to sign the Interlocal Agreement with the Marysville Transportation Benefit District

**AN INTERLOCAL AGREEMENT BETWEEN**

**THE CITY OF MARYSVILLE, WASHINGTON,**

**AND**

**THE MARYSVILLE TRANSPORTATION BENEFIT DISTRICT**

This agreement between the City of Marysville, Washington (“Marysville”), and the Marysville Transportation Benefit District (“TBD”), each of whom is organized as a Municipal Corporation under the laws of the state of Washington, is dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**WHEREAS**, Chapter 39.34 RCW (Interlocal Cooperation Act) permits local governmental units to make the most efficient use of their powers by enabling them to cooperate on the basis of mutual advantage; and

**WHEREAS**, Marysville is empowered to operate, maintain, construct, and reconstruct, public street infrastructure within its City limits in accordance with the powers granted pursuant to RCW 35A.11.020 and Chapter 35A.47 RCW; and

**WHEREAS**, pursuant to Ordinance No. 2938, Marysville established the TBD and authorized funding for any purpose allowed by law, including to operate the District and to make transportation improvements consistent with existing state, regional, and local transportation plans; and

**WHEREAS**, the TBD may, by resolution, authorize a measure to be voted upon by citizens authorizing certain projects to be funded if the ballot proposition is approved; and

**WHEREAS**, if the ballot proposition is approved by the voters it will be necessary to have an agreement in place to enable the parties to this Agreement to implement and construct the projects funded by the TBD;

**NOW, THEREFORE,**

The parties have entered into this agreement in consideration of the mutual benefits to be derived and to coordinate their efforts through the structure provided by the Interlocal Cooperation Act, RCW Chapter 39.34.



1. **Purpose and Interpretation.** The City of Marysville is empowered by Title 35A to construct, reconstruct, maintain and preserve City streets and other related public infrastructure either by contract or through the use of City forces. The TBD has been constituted in accordance with State law to provide a source of funding for the maintenance and preservation of streets and construction of other transportation related infrastructure within the City limits of the City of Marysville. The TBD has no employees and its officers are City Council Members serving in an ex officio capacity. In order to make the most efficient use of public monies, to avoid duplication of effort, and to coordinate their efforts, the parties have entered into this agreement. In the event of ambiguity or the need for guidance arises, this agreement shall be interpreted in accordance with Chapter 36.73 RCW, the Bylaws of the TBD and the provisions of the Governmental Accounting Act and RCW 43.09.210 as the same exists or shall hereafter be amended. In the event that any provision of his agreement is held to be in conflict with existing statute or any future amendment thereof, such provisions shall be severable, and the remaining provisions of this agreement shall remain in full force and effect.
  
2. **Obligations of the TBD.** In accordance with the requirements of Chapter 36.73 RCW, Marysville Ordinance No. 2938, future Resolution of the TBD and the TBD Bylaws, the Transportation Benefit District agrees to:
  - a. Provide to the City of Marysville all funding received from any and all lawful sources which the TBD in its sole discretion may levy for the purpose of completing the TBD's authorized projects.
  - b. Continue the annual provision of funding for the projects approved by the TBD, so long as the TBD remains in existence. Such funding shall be in accordance with the provisions of Ordinance No. 2938 and any future Resolution, the Bylaws of the TBD and Chapter 36.73 RCW.
  - c. If a measure to the voters is approved that provides for the funding of the TBD, the TBD shall reimburse Marysville for all costs associated with placing the measure on the ballot.

3. **Undertakings of Marysville.** Marysville shall:
- a. Provide all staff and necessary related support to the TBD. The costs of such support shall be accounted for as a part of Marysville's annual report to the TBD. TBD funding shall first be applied to the reasonable charges incurred in establishing and staffing the TBD. Annual services provided may include the services provided by City staff and contract employees that serve the TBD and any associated costs, including, but not limited to the preparation of an annual work plan, finance plan, reporting, advertising, design, contracting, construction management, accounting, legal, and any and all other actual charges or Marysville/TBD agreed upon percentage of charges associated with the proper application of TBD funding in accordance with law and ordinance. In consideration of the benefits derived by Marysville, overhead charges such as utilities, information technology, office supplies, and equipment shall be a contribution of Marysville to the parties' joint goals and objectives and need not be directly charged back to the TBD.
  - b. Maintain for the period established by the State Archivist retention schedule, financial records, kept in accordance with generally accepted accounting practice and governmental accounting requirements, as necessary to document that any and all funding received through the TBD is used only for the projects authorized in accordance with law and ordinance.
  - c. Immediately alert the TBD of any material changes in scope, schedule, or cost increases of 20% or greater to improvements funded in part or whole with TBD funds.
  - d. Utilize funding provided for projects shown on the TBD's annual work plan in accordance with the TBD's material change policy, law, and ordinance.
4. **Ownership.** Streets and related transportation infrastructure preserved, maintained and constructed with TBD funds are and shall remain the property of the City of Marysville. No joint property ownership is contemplated under the terms of this agreement.

5. **No Joint Board.** No provision is made for a joint board. The TBD shall exercise its function in accordance with its charter, using staff as provided by the City of Marysville, pursuant to law and to this agreement.
  
6. **Insurance; Indemnity.**
  - a. The parties agree to participate in the Washington Cities Insurance Authority (WCIA) insurance pool in accord with their respective agreements with WCIA. The original charge or premium for the TBD will be borne by Marysville as a cost to be covered under Section 3(a) and shall be paid for with funds received from or through the TBD. In the event that either or both cease to participate in the WCIA pool, the party or parties agree to obtain comparable coverage.
  - b. Each party agrees to indemnify and hold harmless the other party, its officers, agents, and employees from any claim, loss, or liability arising from or out of the other party's negligent, tortuous, or illegal actions under this agreement.
  
7. **Termination.** This agreement shall terminate or expire as follows:
  - a. This agreement may be terminated by either party upon the provision of one hundred and eighty (180) calendar days notice. A final reconciliation of costs, payment, and a current report of completed activities shall be completed by Marysville within such a period following the notice by either party.
  - b. Unless sooner terminated by either party, this agreement shall expire on the date when the District is automatically dissolved in accordance with provisions of 36.73.170 RCW, as the same exists or is hereafter amended.
  
8. **Effective Date.** This agreement shall be effective upon the last authorizing signature affixed hereto and when listed by subject on the City of Marysville's website or other electronically retrievable public source as required by RCW 39.34.040.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first written above.

**CITY OF MARYSVILLE**

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

**MARYSVILLE TRANSPORTATION BENEFIT DISTRICT**

\_\_\_\_\_  
\_\_\_\_\_, Chair

**APPROVED AS TO FORM**


\_\_\_\_\_  
Grant K. Weed, City Attorney

# *Index #9*

## CITY OF MARYSVILLE AGENDA BILL

## EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: January 27, 2014

<b>AGENDA ITEM:</b> An Ordinance Amending Marysville Municipal Code Chapter 12.20	
<b>PREPARED BY:</b> Commander Robb Lamoureux	<b>DIRECTOR APPROVAL:</b> Chief Richard Smith 
<b>DEPARTMENT:</b> Police	
<b>ATTACHMENTS:</b> Draft Ordinanc	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>

**SUMMARY:**

In order to provide for and promote public safety we bring forward a proposal amendment to Marysville Municipal Code **Chapter 12.20 BICYCLES AND OTHER WHEELED PERSONAL TRANSPORTATION ON SIDEWALKS.**

The original MMC Chapter 20.12 was written into City Code by ordinance back in 1900. This proposed amendment brings the Code more up-to-date; referencing modern personal transportation methods and eliminating long ago used transportation methods. In addition, the proposed amendment revises the penalty associated with violation of the Code.

The proposed amendment was drafted by and approved as to form by the City Attorney's Office

<b>RECOMMENDED ACTION:</b>
Staff recommends City Council authorize the mayor to sign the ordinance amending Marysville Municipal Code MMC Chapter 20.12

**CITY OF MARYSVILLE  
Marysville, Washington**

**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON,  
AMENDING CHAPTER 12.20 ~~OF TO~~ THE MARYSVILLE MUNICIPAL CODE  
ENTITLED “ANIMALS AND VEHICLES ON SIDEWALKS”; PROVIDING  
FOR SEVERABILITY; AND EFFECTIVE DATE.**

~~NOW THEREFORE, ¶~~The City Council of the City of Marysville, Washington do ordain as follows:

**Section 1.** MMC Chapter 12.20 entitled “ANIMALS AND VEHICLES ON SIDEWALKS” is hereby amended to be entitled “BICYCLES AND OTHER WHEELED PERSONAL TRANSPORTATION ON SIDEWALKS” and ~~shall to~~ read as follows:

**Chapter 12.20  
ANIMALS AND VEHICLES BICYCLES AND OTHER WHEELED PERSONAL  
TRANSPORTATION ON SIDEWALKS**

Sections:

~~12.20.010 Animals or vehicles on sidewalks – Penalty.~~

~~12.20.010 Bicycles and other wheeled personal transportation on sidewalks –  
Penalty.~~

~~12.20.020 Bicycles on sidewalks – Penalty.~~

~~12.20.030 Costs of prosecution – Working off fine.~~

**~~12.20.010 Animals or vehicles on sidewalks – Penalty.~~**

~~Any person who shall ride, lead or drive any horse or other animal or move any vehicle other than a light buggy for children or a wheelbarrow upon any sidewalk of the city of Marysville unless for the purpose of necessarily crossing the same shall, upon conviction thereof, be fined not less than \$2.00 nor more than \$15.00. (Ord. 80 § 17, 1900).~~

**~~12.20.010 Bicycles and other wheeled personal transportation on sidewalks – Penalty.~~**

~~Any person who shall ride a bicycle on any sidewalk on First or Front Street in the city of Marysville, or who shall ride a bicycle on any sidewalk, within the city limits at a greater speed than five miles an hour shall, upon conviction thereof, be fined in any sum not exceeding \$25.00. (Ord. 80 § 20, 1900).~~

~~Any person who shall ride a bicycle, skateboard, **roller skates** or scooter, or other method of personal transportation **to include roller skates, and rollerblades**, on any sidewalk within the city limits at a speed greater than **10 15** miles per hour, or in a negligent **or reckless** manner~~

regardless of speed that could reasonably cause harm to the rider, other pedestrians, or property shall be a guilty of a civil infraction with a penalty in the amount of \$50.00 plus any costs or assessments.

a. For the purpose of this section, “to operate in a negligent or reckless manner” means the operation in such a manner as to endanger or be likely to endanger any persons or property and may be under crowded or dangerous (such as inclement weather, snow and ice) sidewalk conditions even if travelling at be less than 10 15 miles per hour.

b. This section does not apply to implements known as walkers, wheel chairs, or scooters used for human transportation for persons with disabilities or injuries or children’s strollers.

**~~12.20.020 Bicycles on sidewalks—Penalty.~~**

~~Any person who shall ride a bicycle on any sidewalk on First or Front Street in the city of Marysville, or who shall ride a bicycle on any sidewalk, within the city limits at a greater speed than five miles an hour shall, upon conviction thereof, be fined in any sum not exceeding \$25.00. (Ord. 80 § 20, 1900).~~

**~~12.20.030 Costs of prosecution—Working off fine.~~**

~~Every violation of the provisions of this chapter shall be deemed a misdemeanor, and any person convicted of any such violation shall be adjudged to pay the costs of prosecution in addition to the penalty imposed, and every person who shall be in default of payment of such fine and costs of prosecution shall be committed to the city jail unless such fine and costs are paid; which imprisonment shall be at the rate of one day’s imprisonment for every \$2.00 of such fine and costs. (Ord. 80 § 21, 1900).~~

**Section 2. General Duty.** It is expressly the purpose of this ordinance to provide for and promote the health safety and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this ordinance. It is the specific intent of this ordinance that no provision nor any term used in this ordinance is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees or agents for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this ordinance by its officers, employees or agents.

**Section 3. Severability.** If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.



**Section 4. Effective Date.** This ordinance shall become effective five days after the date of its publication by summary.

| PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 201~~3~~4.

CITY OF MARYSVILLE

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

ATTEST:

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

Approved as to form:

By \_\_\_\_\_  
Grant Weed, City Attorney

Date of Publication: \_\_\_\_\_

Effective Date (5 days after publication): \_\_\_\_\_

# *Index #11*

## CITY OF MARYSVILLE AGENDA BILL

### EXECUTIVE SUMMARY FOR ACTION

**CITY COUNCIL MEETING DATE: 1/27/2014**

<b>AGENDA ITEM:</b> Interlocal Agreement Between Snohomish County and the City of Marysville Concerning the Completion of an Intersection Justification Report for a New Intersection at SR 529 and Interstate 5 South of the City of Marysville	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
<b>DEPARTMENT:</b> Executive	
<b>ATTACHMENTS:</b> ILA Between Snohomish Co. and the City of Marysville for the Completion of an IJR for a New Intersection at SR529/I5 South	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>

#### **SUMMARY:**

SR 528 has been and continues to be a vital east/west connection for people traveling to and from the area. The continuous movement of the connection is challenged by the BNSF railroads main north/south track that runs through and bisects the City between I-5 and SR 529. The new rail terminal "Gateway Pacific Terminal Project" proposed in Whatcom County has the potential of severe backups for traffic that transits through the City.

To address this situation the City has determined the need for an additional connection to I-5 from the south end of the City at SR 529 and has identified it as the I-5/SR 529 Interchange Expansion Project. This new intersection would connect I-5 and SR 529 which would bypass the train tracks reducing the traffic backups caused by the existing BNSF trains.

The I-5/SR 529 Interchange Expansion Project identifies two additional ramp connections between I-5 and SR 529. The first ramp will provide a direct freeway to freeway connection from the northbound I-5 mainline to the northbound SR 529 via a new system interchange ramp. The second ramp will provide a direct freeway to freeway connection from southbound SR 529 to southbound I-5 via a new system interchange ramp.

The project will benefit both City and County Citizens and therefore the City has negotiated with Snohomish County to assist with phase one of the project. The ILA is for phase one of the project, which the City will complete a preliminary design to approximately the 30% level and the County will provide partial funding in the amount of \$500,000 (\$140,000 in 2014 and \$350,000 in 2015).

#### **RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to enter into an interlocal agreement with Snohomish County for the Completion of an Intersection Justification Report for a New Intersection at SR 529 and Interstate 5 South of the City of Marysville.

1 INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY  
 2 OF MARYSVILLE CONCERNING THE COMPLETION OF AN INTERSECTION  
 3 JUSTIFICATION REPORT FOR A NEW INTERSECTION AT SR 529 AND  
 4 INTERSTATE 5 SOUTH OF THE CITY OF MARYSVILLE  
 5

6 This INTERLOCAL AGREEMENT concerning the completion of an Intersection  
 7 Justification Report for a new intersection at SR 529 and Interstate 5 (I-5) south of the  
 8 City of Marysville (the "Agreement"), is made and entered into by and between  
 9 SNOHOMISH COUNTY, a political subdivision of the State of Washington (the  
 10 "County"), and the CITY OF MARYSVILLE, a Washington municipal corporation (the  
 11 "City") pursuant to Chapter 39.34 RCW.

12 **RECITALS**

- 13 **A.** Due to the extensive critical areas between the City and the City of Everett, SR  
 14 528 (4<sup>th</sup> Street) within the City, is a vital east/west connection for people traveling  
 15 to and from the unincorporated County area east and northeast of the City to  
 16 southbound I-5 and SR 529.
- 17 **B.** The Burlington Northern Santa Fe (BNSF) main north/south track runs through  
 18 and bisects the City between I-5 and SR 529.
- 19 **C.** A new rail terminal project, commonly known as the "Gateway Pacific Terminal  
 20 Project," is proposed in Whatcom County, which will generate 18 daily one mile  
 21 plus trains hauling coal through the City and which will in turn create severe and  
 22 significant backups to City and County traffic that transits through the City .
- 23 **D.** The City has determined the need for an additional connection to I-5 south of the  
 24 City and has identified it as the I-5/SR 529 Interchange Expansion Project (the  
 25 "Interchange Expansion Project").
- 26 **E.** The Interchange Expansion Project is needed to alleviate the traffic backups at I-5  
 27 caused by existing BNSF trains transiting thorough the City. These traffic  
 28 backups will be significantly increased with the additional trains hauling coal to  
 29 the Gateway Pacific Terminal in Whatcom County.
- 30 **F.** Through the Interchange Expansion Project, the City is proposing to add two  
 31 additional ramp connections between I-5 and SR 529. The first ramp will provide  
 32 a direct freeway-to-freeway connection from northbound (NB) I-5 mainline to  
 33 northbound (NB) SR 529 via a new system interchange ramp. The second ramp  
 34 will provide a direct freeway to freeway connection from southbound (SB) SR  
 35 529 to SB I-5 via a new system interchange ramp. See Exhibit A for a complete  
 36 Interchange Expansion Project description.
- 37 **G.** The City, as phase one of the Interchange Expansion Project, will complete a  
 38 preliminary design to approximately the 30% level which will include  
 39 environmental review and completion of an Intersection Justification Report (the  
 40 "Project").

- 1 H. The County has reviewed the need for the Project and has determined it has  
2 significant benefits to County citizens.
- 3 I. The City will be the lead Agency in completing the Project.
- 4 J. The County and the City anticipate that the Project will be completed by the end  
5 of 2015.
- 6 K. Any additional costs or responsibilities exceeding the costs or responsibilities  
7 established in this Agreement shall require either an amendment to this  
8 Agreement or a new Interlocal Agreement.

9 **AGREEMENT**

10 NOW, THEREFORE, in consideration of the respective agreements set forth  
11 below and for other good and valuable consideration, the receipt and sufficiency of which  
12 are hereby acknowledged, the County and the City agree as follows:

13 **1. Requirements of Interlocal Cooperation Act**

14 1.1 Purpose of Agreement. This Agreement is authorized by and entered into  
15 pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW. The purpose and intent  
16 of this Agreement is for the County and the City to work together efficiently and  
17 effectively. This Agreement establishes the County's responsibilities in assisting the City  
18 in completing the Project.

19 1.2 No Separate Entity Necessary. The parties agree that no separate legal or  
20 administrative entities are necessary to carry out this Agreement.

21 1.3 Ownership of Property. Except as expressly provided to the contrary in  
22 this Agreement, any real or personal property used or acquired by either party in  
23 connection with the performance of this Agreement will remain the sole property of such  
24 party, and the other party shall have no interest therein.

25 1.4 Administrators. Each party to this Agreement shall designate an  
26 individual (an "Administrator"), which may be designated by title or position, to oversee  
27 and administer such party's participation in this Agreement. The parties' initial  
28 Administrators shall be the following individuals:

29

County's Initial Administrator:

Steven E Thomsen, PE, Director  
Snohomish County DPW  
3000 Rockefeller Avenue M/S 607  
Everett, Washington 98201  
425-388-6652  
Steven.thomsen@snoco.org

City's Initial Administrator:

Gloria Hirashima, City Administrator  
The City of Marysville  
1049 State Avenue  
Marysville, WA 98270  
360-363-8088  
ghirashima@marysvillewa.gov

30



1 Either party may change its Administrator at any time by delivering written notice  
 2 pursuant to Section 10 of this Agreement, of such party's new Administrator to the other  
 3 party.

4 **2. Effective Date and Duration**

5 As provided by RCW 39.34.040, this Agreement shall not take effect unless and  
 6 until it has (i) been duly executed by both parties, and (ii) either filed with the County  
 7 Auditor or posted on the County's Interlocal Agreements website. This Agreement shall  
 8 remain in effect until all obligations of the parties are discharged, unless earlier  
 9 terminated pursuant to the provisions of Sections 9 or 10 below, PROVIDED, that the  
 10 parties obligations after December 31<sup>st</sup> of the year in which this Agreement is approved  
 11 and becomes effective, are contingent upon each parties local legislative appropriation of  
 12 necessary funds in accordance with applicable laws.

13 **3. City Responsibilities**

14 3.1 Lead Agency. Pursuant to WAC 197-11-926(1), the City shall serve as  
 15 the lead agency for the Project and shall be responsible for all aspects of the Project.

16 3.2 Invoicing. The City shall invoice the County separately for each of the  
 17 two payments. Each invoice shall be submitted to the County no earlier than November  
 18 1<sup>st</sup> of 2014 and 2015. The City shall include in the November 2014 invoice  
 19 documentation that the City has approved a contract for a consultant and commenced  
 20 work on the Project. The City shall include in the November 2015 documentation that  
 21 the City has substantially completed work on the Project.

22 3.3 Records. The City shall maintain accurate records related to this Project  
 23 for a period of three (3) years following final payment.

24 **4. County Responsibilities**

25 4.1 Amount of Funds. The County's sole responsibility in the Project is to  
 26 provide partial funding to the City in the amount of Five Hundred Thousand and 00/100  
 27 Dollars (\$500,000.00). The funds shall be paid in two installments. The first payment  
 28 shall be One Hundred Forty Thousand and 00/100 Dollars (\$140,000.00) paid in 2014.  
 29 The second payment shall be Three Hundred Sixty Thousand and 00/100 Dollars  
 30 (\$360,000.00) paid in 2015.

31 4.2 Payment of invoice. Unless the County delivers written notice to the City  
 32 disputing the amount of an invoice, the County shall make payment on all invoices  
 33 submitted by the City within thirty (30) days following receipt by the County of said  
 34 invoices.  
 35

1 **5. Indemnification/Hold Harmless**

2 5.1 City's Indemnification of County. The City shall indemnify, defend and  
 3 hold the County harmless from and against all liabilities, suits, losses, costs, damages,  
 4 claims, expenses, penalties or charges, including, without limitation, reasonable  
 5 attorneys' fees and disbursements, that the County may incur or pay out by reason of: (i)  
 6 any accidents, damages or injuries to persons or property occurring in, on or around the  
 7 Project Area during the term of this Agreement, but only to the extent the same are  
 8 caused by any negligent or wrongful act of the City; or (ii) any breach or Default (as such  
 9 term is defined in Section 9.1 below) of the City under this Agreement.

10 5.2 Waiver of Immunity Under Industrial Insurance Act. The indemnification  
 11 provisions of Section 5.1 and Section 5.2 above are specifically intended to constitute a  
 12 waiver of each party's immunity under Washington's Industrial Insurance Act, Title 51  
 13 RCW, as respects the other party only, and only to the extent necessary to provide the  
 14 indemnified party with a full and complete indemnity of claims made by the indemnitor's  
 15 employees. The parties acknowledge that these provisions were specifically negotiated  
 16 and agreed upon by them.

17 5.3 Survival. The provisions of this Section 5 shall survive the expiration or  
 18 earlier termination of this Agreement.

19 **6. Insurance**

20 Each Party shall maintain its own insurance and/or self-insurance for its liabilities  
 21 from damage to property and /or injuries to persons arising out of its activities associated  
 22 with this Agreement as it deems reasonably appropriate and prudent. The maintenance  
 23 of, or lack thereof of insurance and/or self-insurance shall not limit the liability of the  
 24 indemnifying part to the indemnified party(s).

25 **7. Compliance with Laws**

26 In the performance of its obligations under this Agreement, each party shall comply with  
 27 all applicable federal, state, and local laws, rules and regulations.  
 28

29 **8. Liability Related to City Ordinances, Policies, Rules and Regulations.**

30  
 31 In executing this Agreement, the County does not assume liability or  
 32 responsibility for or in any way release the City from any liability or responsibility which  
 33 arises in whole or in part from the existence or effect of City ordinances, policies, rules or  
 34 regulations. If any cause, claim, suit, action or administrative proceeding is commenced  
 35 in which the enforceability and/or validity of any such City ordinance, policy, rule or  
 36 regulation is at issue, the City shall defend the same at its sole expense and, if judgment  
 37 is entered or damages are awarded against the City, the County, or both, the City shall  
 38 satisfy the same, including all chargeable costs and reasonable attorney's fees.



1     **9.     Default and Remedies**

2             9.1     Default. If either the County or the City fails to perform any act or  
3 obligation required to be performed by it hereunder, the other party shall deliver written  
4 notice of such failure to the non-performing party. The non-performing party shall have  
5 thirty (30) days after its receipt of such notice in which to correct its failure to perform  
6 the act or obligation at issue, after which time it shall be in default (“Default”) under this  
7 Agreement; provided, however, that if the non-performance is of a type that could not  
8 reasonably be cured within said thirty (30) day period, then the non-performing party  
9 shall not be in Default if it commences cure within said thirty (30) day period and  
10 thereafter diligently pursues cure to completion.

11            9.2     Remedies. In the event of a party’s Default under this Agreement, then  
12 after giving notice and an opportunity to cure pursuant to Section 8.1 above, the non-  
13 Defaulting party shall have the right to exercise any or all rights and remedies available  
14 to it in law or equity.

15     **10.    Early Termination**

16            10.1    Notice of Termination. Except as provided in Section 9.2 below, either  
17 party may terminate this Agreement at any time, with or without cause, upon providing  
18 not less than thirty (30) days advance written notice to the other party pursuant to Section  
19 10 of this Agreement. The termination notice shall specify the date on which the  
20 Agreement shall terminate.

21            10.2    Lack of Funding. This Agreement is contingent upon governmental  
22 funding and local legislative appropriations. In the event that funding from any source is  
23 withdrawn, reduced, limited, or not appropriated after the effective date of this  
24 Agreement, this Agreement may be terminated by either party by delivering not less than  
25 thirty (30) days advance written notice to the other party pursuant to Section 10 of this  
26 Agreement. The termination notice shall specify the date on which the Agreement shall  
27 terminate.

28            10.3    No further payment. In the event this Agreement is terminated no  
29 payment shall be made by the County following the effective date of termination unless  
30 authorized in writing by the County.

31     **11.    Notices**

32            All notices required to be given by any party to the other party under this  
33 Agreement shall be in writing and shall be delivered either in person, by United States  
34 mail, or by electronic mail (email) to the applicable Administrator or the Administrator’s  
35 designee. Notice delivered in person shall be deemed given when accepted by the  
36 recipient. Notice by United States mail shall be deemed given as of the date the same is  
37 deposited in the United States mail, postage prepaid, and addressed to the Administrator,  
38 or their designee, at the addresses set forth in Section 1.4 of this Agreement. Notice



1 delivered by email shall be deemed given as of the date and time received by the  
2 recipient.

3 **12. Miscellaneous**

4 12.1 Entire Agreement; Amendment. This Agreement constitutes the entire  
5 agreement between the parties regarding the subject matter hereof, and supersedes any  
6 and all prior oral or written agreements between the parties regarding the subject matter  
7 contained herein. This Agreement may not be modified or amended in any manner  
8 except by a written document signed by the party against whom such modification is  
9 sought to be enforced.

10 12.2 Governing Law and Venue. This Agreement shall be governed by and  
11 enforced in accordance with the laws of the State of Washington. The venue of any  
12 action arising out of this Agreement shall be in the Superior Court of the State of  
13 Washington, in and for Snohomish County. In the event that a lawsuit is instituted to  
14 enforce any provision of this Agreement, the prevailing party shall be entitled to recover  
15 all costs of such a lawsuit, including reasonable attorney's fees.

16 12.3 Interpretation. This Agreement and each of the terms and provisions of  
17 it are deemed to have been explicitly negotiated by the parties, and the language in all  
18 parts of this Agreement shall, in all cases, be construed according to its fair meaning and  
19 not strictly for or against either of the parties hereto. The captions and headings in this  
20 Agreement are used only for convenience and are not intended to affect the interpretation  
21 of the provisions of this Agreement. This Agreement shall be construed so that wherever  
22 applicable the use of the singular number shall include the plural number, and vice versa,  
23 and the use of any gender shall be applicable to all genders.

24 12.4 Severability. If any provision of this Agreement or the application  
25 thereof to any person or circumstance shall, for any reason and to any extent, be found  
26 invalid or unenforceable, the remainder of this Agreement and the application of that  
27 provision to other persons or circumstances shall not be affected thereby, but shall instead  
28 continue in full force and effect, to the extent permitted by law.

29 12.5 No Waiver. A party's forbearance or delay in exercising any right or  
30 remedy with respect to a Default by the other party under this Agreement shall not  
31 constitute a waiver of the Default at issue. Nor shall a waiver by either party of any  
32 particular Default constitute a waiver of any other Default or any similar future Default.

33 12.6 No Assignment. This Agreement shall not be assigned, either in whole  
34 or in part, by either party without the express written consent of the other party, which  
35 may be granted or withheld in such party's sole discretion. Any attempt to assign this  
36 Agreement in violation of the preceding sentence shall be null and void and shall  
37 constitute a Default under this Agreement.

38 12.7 Warranty of Authority. Each of the signatories hereto warrants and  
39 represents that he or she is competent and authorized to enter into this Agreement on  
40 behalf of the party for whom he or she purports to sign this Agreement.



1 IN WITNESS WHEREOF, the parties have executed this Agreement as of the last  
2 date written below.

3  
4  
5 **SNOHOMISH COUNTY:**

**CITY OF MARYSVILLE:**

6  
7  
8 By: \_\_\_\_\_  
9 John Lovick Date  
10 Snohomish County Executive

By: \_\_\_\_\_  
Jon Nehring Date  
Mayor

11  
12  
13  
14 Approved as to Form:

Approved as to Form:

15  
16   
17 \_\_\_\_\_ 01-24-14  
18 Deputy Prosecuting Attorney

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

19  
20  
21 *[The remainder of this page is intentionally left blank.]*  
22  
23



1  
2  
3  
4  
5

## EXHIBIT A

### INTERCHANGE EXPANSION PROJECT DESCRIPTION AS PROVIDED BY THE CITY

6 This Interchange Expansion Project proposes to add two additional ramps connections  
7 between I-5 and SR 529. The first ramp will provide a direct freeway to freeway  
8 connection from northbound (NB) I-5 mainline to northbound (NB) SR 529 via a new  
9 system interchange ramp. The second ramp will provide a direct freeway to freeway  
10 connection from southbound (SB) SR 529 to SB I-5 via a new system interchange ramp.  
11 Both ramps will include all physical and safety improvements necessary on both I-5 and  
12 SR 529 required to meet current WSDOT design requirements and standards (unless  
13 otherwise deviated). These additional improvements include lighting, ITS, signing, and  
14 all required bridge and roadway widening associated with WSDOT channelization plan  
15 requirements. In addition, this project proposed to include an added northbound SR 529  
16 deceleration/left turn lane upstream of the existing SR 529 Ebey Slough bridge in order to  
17 provide for a NB 529 to SB I-5 connection.

18  
19 See Figure 1 below represents a graphical sketch of proposed interchange revision.  
20



21  
22  
23

**Figure 1**

# *Index #10*

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

**CITY COUNCIL MEETING DATE: January 27, 2014**

<b>AGENDA ITEM:</b> Appointments to the Marysville Parks 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 reappointments of Mike Elmore and Katherine Smith to the Marysville Parks and Recreation Board. Mayor Nehring is also requesting the appointment of Mike Leighan to fill the vacant position on the Marysville Parks and Recreation Board.

<b>RECOMMENDED ACTION:</b> Mayor Nehring recommends the City Council confirm the reappointments of Mike Elmore and Katherine Smith and appointment of Mike Leighan to the Marysville Parks and Recreation Board.
<b>COUNCIL ACTION:</b>



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

### APPOINTMENT

I, Jon Nehring, duly elected and acting Mayor of the City of Marysville, do hereby reappoint Mike Elmore as a member of the MARYSVILLE PARKS AND RECREATION BOARD of the City of Marysville, pursuant to the provisions of the Marysville Municipal Code 2.20.030 dated this 27 day of January, 2014.

---

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 AND RECREATION BOARD of the City of Marysville in the manner required by law.

Dated this 27 day of January, 2014

---

MIKE ELMORE

This term of appointment expires the 28 day of February, 2017.



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

### APPOINTMENT

I, Jon Nehring, duly elected and acting Mayor of the City of Marysville, do hereby reappoint Katherine Smith as a member of the MARYSVILLE PARKS AND RECREATION BOARD of the City of Marysville, pursuant to the provisions of the Marysville Municipal Code 2.20.030 dated this 27 day of January, 2014.

---

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 AND RECREATION BOARD of the City of Marysville in the manner required by law.

Dated this 27 day of January, 2014

---

KATHERINE SMITH

This term of appointment expires the 28 day of February, 2017.





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

### APPOINTMENT

I, Jon Nehring, duly elected and acting Mayor of the City of Marysville, do hereby appoint Mike Leighan as a member of the MARYSVILLE PARKS AND RECREATION BOARD of the City of Marysville, pursuant to the provisions of the Marysville Municipal Code 2.20.030 dated this 27 day of January, 2014.

---

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 AND RECREATION BOARD of the City of Marysville in the manner required by law.

Dated this 27 day of January, 2014

---

MIKE LEIGHAN

This term of appointment expires the 28 day of February, 2015.