

Marysville City Council Work Session
7:00 p.m.

March 3, 2014

City Hall

New Business

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

Legal

Mayor's Business

Staff Business

Call on Councilmembers

Executive Session

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

Adjourn

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

Index #1

Call to Order/Pledge of Allegiance/Roll Call	7:03 p.m.
Approval of the Agenda	Approved
Committee Reports	
Presentations	
Employee Services Awards/5 Year Prosecutors Anniversary: Al, Jennifer, Josie	Presented
Executive Session	7:31
Litigation – One potential litigation item	
Regular Meeting Reconvened	7:42
Audience Participation	
Approval of Minutes	
Approval of the January 13, 2014 City Council Work Session Minutes.	Approved
Consent Agenda	
Approval of the January 22, 2014 Claims in the Amount of \$909,096.08; Paid by Check Number's 89638 through 89746 with Check Number's 88740, 89433, 89554, and 89593 Voided.	Approved
Approval of the January 17, 2014 Payroll in the Amount of \$836,909.34; Paid by Check Number's 27318 through 27355.	Approved
Approval of the Final Plat of Rock Creek North Division 2, Phase 2.	Approved
Approval of the Remedial Action Grant between the Washington State Department of Ecology and the City of Marysville.	Approved
Approval of the January 29, 2014 Claims in the Amount of \$588,843.47; Paid by Check Number's 89747 through 89958 with No Checks Voided.	Approved
Approval of the February 5, 2014 Payroll in the Amount of \$1,546,576.01; Paid by Check Number's 27356 through 27398.	Approved
Review Bids	
Public Hearings	
New Business	
Consider an Ordinance Amending Marysville Municipal Code (MMC) Chapter 12.20 Entitled "Animals and Vehicles on Sidewalk"; Providing for Severability; and Effective Date.	Approved Ord. No. 2953
Consider a Resolution establishing that Special Market Conditions Exist with Respect to the Purchase of Certain Water Filtration Equipment and Technical Assistance and thereby waiving that Competitive Bidding Occur.	Approved Res. No. 2356
Consider an I-502 Recreation Marijuana Regulation Alternative Discussion.	Continued
Legal	
Mayor's Business	
Staff Business	
Call on Councilmembers	
Adjournment	8:15 p.m.

COUNCIL*DRAFT*
MINUTES

Regular Meeting
February 10, 2014

Call to Order / Pledge of Allegiance

Mayor Nehring called the meeting to order at 7:03 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 Stevens¹, Rob Toyer, Jeff Vaughan, and Donna Wright

Absent: None

Also Present: Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Police Chief Rick Smith, City Attorney Grant Weed, Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, Information Services Manager Worth Norton, and Recording Secretary Laurie Hugdahl.

Mayor Nehring said that Councilmember Stevens was running a little late but was expected to be here later.

Mayor Nehring stated the need to have an Executive Session to discuss potential litigation after Presentations.

Motion made by Councilmember Wright, seconded by Councilmember Muller, to approve the agenda with the change of moving Executive Session to immediately after Presentations to discuss item 8 for potential litigation. **Motion** passed unanimously (6-0).

¹ Michael Stevens arrived at 7:25 p.m.

Committee Reports

Councilmember Vaughan reported on the Public Works Committee where the following items were discussed:

- Railroad traffic through the City was reviewed. The costs of various options were discussed. Information was provided as to what other cities paid for overcrossings and undercrossings. In general it costs almost twice as much for undercrossings than overcrossings. The Committee also discussed the possibility of addressing train traffic by modifying train speeds through the City.
- There was discussion about the 1st and 3rd Street LID design which is at 60%.
- There was an update on the Whiskey Ridge and Sunnyside Annexations. The cost to citizens in those areas for utilities has gone down 47% below what they were paying under PUD and Waste Management. This is good news for those residents.

Presentations**A. Employee Services Awards/5 Year Prosecutors Anniversary**

5 Year Prosecutors Anniversary: Al, Jennifer, Josie – 5 years

City Attorney Grant Weed reviewed the history of the prosecutors in the City and commended Al and Jennifer for their excellent work. He also remembered Josie and the contributions she made to the City.

Council recessed into Executive Session at 7:31 p.m. for ten minutes to discuss one item regarding potential litigation with no action to be taken. Council reconvened at 7:42 p.m. into the regular meeting.

Audience Participation - None

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

1. Approval of the January 13, 2014 City Council Meeting Minutes.

Motion made by Councilmember Wright, seconded by Councilmember Vaughan, to approve the January 13, 2014 City Council Meeting Minutes. Motion passed unanimously (7-0).

Consent

2. Approval of the January 22, 2014 Claims in the Amount of \$909,096.08; Paid by Check Number's 89638 through 89746 with Check Number's 88740, 89433, 89554, and 89593 Voided.

3. Approval of the January 17, 2014 Payroll in the Amount of \$836,909.34; Paid by Check Number's 27318 through 27355.
4. Approval of the Final Plat of Rock Creek North Division 2, Phase 2.
9. Approval of the Remedial Action Grant between the Washington State Department of Ecology and the City of Marysville.
10. Approval of the January 29, 2014 Claims in the Amount of \$588,843.47; Paid by Check Number's 89747 through 89958 with No Checks Voided.
11. Approval of the February 5, 2014 Payroll in the Amount of \$1,546,576.01; Paid by Check Number's 27356 though 27398.

Motion made by Councilmember Muller, seconded by Councilmember Stevens, to approve Consent Agenda items 2, 3, 4, 9, 10, and 11. **Motion** passed unanimously (7-0).

Review Bids

Public Hearings

New Business

6. Consider an **Ordinance** Amending Marysville Municipal Code (MMC) Chapter 12.20 Entitled "Animals and Vehicles on Sidewalk"; Providing for Severability; and Effective Date.

Commander Lamoureux stated that staff had added "Non Motorized" to the title for clarification. The agenda bill was amended to identify and address the concerns of Councilmember Seibert regarding whether or not this covers improved shoulders. He explained that no changes were made to the amendment because it is already covered under the Model Traffic Ordinance and is not required to be part of the sidewalk amendment.

Motion made by Councilmember Vaughan, seconded by Councilmember Seibert, to approve Ordinance No. 2953. **Motion** passed unanimously (7-0).

7. Consider a **Resolution** establishing that Special Market Conditions Exist with Respect to the Purchase of Certain Water Filtration Equipment and Technical Assistance and thereby waiving that Competitive Bidding Occur.

Motion made by Councilmember Muller, seconded by Councilmember Toyer, to adopt Resolution No. 2356. **Motion** passed unanimously (7-0).

8. Consider an I-502 Recreation Marijuana Regulation Alternative Discussion.

CAO Hirashima explained that the Planning Commission had sent forward a recommendation of prohibition of producers, processors, and retailers of marijuana in the City of Marysville. She reviewed other alternatives available to the Council and requested direction from the Council for any further research they would like staff to do or for information regarding the next steps on this item.

Councilmember Muller pointed out that there are currently three bills in the legislature that pertain to this. He asked when those would be concluded. CAO Hirashima stated she expected they would be wrapped up in March. She summarized the subject matter of the three bills.

Councilmember Vaughan commented that it is important to consider what is happening in the legislature. He noted that there is also some uncertainty with the Attorney General Opinion and other matters. Since the Council has time, he recommended studying this further and waiting to see what happens with the legislature and some other cities. He spoke in support of having the Planning Commission do additional study on zoning options as well as staff keeping Council apprised of happenings in the legislature and other legal matters. He pointed out that the City still has time under the moratorium to wait and do further study. He noted that the City has moved expeditiously and is ahead of schedule with the work plan.

Councilmember Stevens asked for clarification about the direction for the Planning Commission. He commented that it seems prudent to have the Planning Commission look at zoning options in the event that other legislation comes down from above.

Councilmember Muller concurred. Even though the Planning Commission's recommendation was prohibition, he thought it would be wise to look at zoning options in case it is necessary in the future.

Councilmember Seibert commented that staff had made recommendations to the Planning Commission for zoning, but didn't see that this was ever completed. He was interested in seeing that as well.

Motion made by Councilmember Muller, seconded by Councilmember Toyer, to continue with the moratorium and revisit this issue in April following completion of the legislation session in Olympia and to send the topic back to Planning Commission for a review of potential zoning plan to be completed by April 1. **Motion** passed unanimously (7-0).

Legal

Mayor's Business

Mayor Nehring:

- He attended the Community Transit meeting where they had committee assignments and elected officers for the new year.
- An Advanced Manufacturing Breakfast was held here in Council Chambers last week. This was an informative meeting and important in conjunction with the City's plans in the north end with the MIC.
- There was a nice ribbon cutting for Button Gear Work Wear at 94th and State.
- He met with Puget Sound Regional Council's new Executive Director, Josh Brown and updated him on the Marysville's efforts with regards to SR529 and I-5 Interchanges as well as other city priorities. Mayor Nehring said he was looking forward to Mr. Brown's leadership.
- HB 6906 is on to Ways and Means. Things appear to be on track.
- Marysville Diversity Council had a great event this past Saturday called *Race: The Power of Illusion*.

Staff Business

Jim Ballew:

- They are going to start to close down Comeford Park in preparation for construction of the spray park. About half the park will be closed until the spray park is completed.
- The Grand Opening of Doleshel Park will be on the 22nd.
- He talked with Tulalip Tribes today regarding graffiti activity. They are meeting next week to discuss alternatives. As soon as the weather improves tagged areas will be repainted.

Chief Smith:

- Police have arrested a couple of graffiti "artists" over the last couple weeks.
- Thanks to Commander Lamoureux for his work on Ordinance 2953. He also thanked Lt. Thomas for his work on I-502. He expressed appreciation for Council's caution, care, and diligence. He stated that he believes it is wise to approach this as they are approaching it.
- The diversity event was a great event.
- He attended a memorial service for Greg Kanehan's father.
- This weekend there was a robbery where someone impersonated a police officer. Police arrested someone in regards to a threats case. They also made a drug arrest at City Center Motel.
- He commended whoever put together the front page of the budget books.

Kevin Nielsen gave an update on activity related to the recent snowstorm.

Sandy Langdon:

- Finance Committee next Wednesday.
- Thanks to Kevin Nielsen for the new LED lights.

- Thanks for getting sweepers out to pick up sand.

Grant Weed:

- He and Sandy Langdon are working to get the TBD Resolution that was adopted transmitted to the County Elections Department so they can review it and go through the process to put it on the ballot in April.
- He stated that there was no need for any further Executive Session.

Gloria Hirashima:

- Staff will be coordinating an Economic Development Meeting with the committee and some of the chamber members.
- Staff has initiated the Fire services analysis regarding fire alternatives. The consultant will be scheduling meetings with council members to talk about alternatives going forward.

Call on Councilmembers

Kamille Norton reminded everyone that tomorrow is Election Day, so make sure to vote.

Steve Muller had no further comments.

Rob Toyer had no further comments.

Michael Stevens encouraged everyone to get ballots in.

Jeff Seibert referred to the robbery mentioned by Chief Smith and asked what type of things citizens should look out for with someone impersonating a police officer. Chief Smith noted that citizens can ask for the ID or commission card, who they work for, who they're assigned to, or employee number. He also recommended staying in a public setting and noted that the car should have lights flashing.

Donna Wright had no comments.

Jeff Vaughan had no comments.

Executive Session

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

DRAFT

Adjournment

Seeing no further business Mayor Nehring adjourned the meeting at 8:15 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: March 17, 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.

<p>RECOMMENDED ACTION:</p> <p>The Finance and Executive Departments recommend City Council approve the February 19, 2014 claims in the amount of \$853,848.91 paid by Check No.'s 90165 through 90333 with Check No.'s 89560 and 89840 voided.</p> <p>COUNCIL ACTION:</p>

BLANKET CERTIFICATION
CLAIMS
 FOR
PERIOD-2

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 **\$853,848.91 PAID BY CHECK NO.'S 90165 THROUGH 90333 WITH CHECK NO.'S 89560 AND 89840 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 **17th DAY OF MARCH 2014**.

 COUNCIL MEMBER

 COUNCIL MEMBER

 COUNCIL MEMBER

 COUNCIL MEMBER

 COUNCIL MEMBER

 COUNCIL MEMBER

 COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/13/2014 TO 2/19/2014

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
90165	REVENUE, DEPT OF	SALES & USE TAXES-JAN 2014	CITY CLERK	0.01
	REVENUE, DEPT OF		COMMUNITY DEVELOPMENT-	8.01
	REVENUE, DEPT OF		ER&R	18.41
	REVENUE, DEPT OF		POLICE ADMINISTRATION	37.61
	REVENUE, DEPT OF		PRO-SHOP	64.60
	REVENUE, DEPT OF		GENERAL FUND	716.31
	REVENUE, DEPT OF		RECREATION SERVICES	776.02
	REVENUE, DEPT OF		GOLF COURSE	3,302.30
	REVENUE, DEPT OF		STORM DRAINAGE	4,331.21
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	15,923.64
	REVENUE, DEPT OF		UTIL ADMIN	42,742.38
90166	ACLARA RF SYSTEMS	DCU INSTALLATION SERVICES PROV	WATER SERVICES	44,743.20
	ACLARA RF SYSTEMS	DCU'S	WATER SERVICES	101,866.80
90167	ADVANTAGE BUILDING S	JANITORIAL SERVICE	WATER FILTRATION PLANT	45.06
	ADVANTAGE BUILDING S		MAINT OF GENL PLANT	221.07
	ADVANTAGE BUILDING S		COMMUNITY CENTER	398.50
	ADVANTAGE BUILDING S		WASTE WATER TREATMENT F	482.19
	ADVANTAGE BUILDING S		ADMIN FACILITIES	643.76
	ADVANTAGE BUILDING S		PUBLIC SAFETY BLDG.	723.58
	ADVANTAGE BUILDING S		PARK & RECREATION FAC	862.49
	ADVANTAGE BUILDING S		COURT FACILITIES	1,135.16
	ADVANTAGE BUILDING S		UTIL ADMIN	1,233.36
90168	AFTS	REMITTANCE PROCESSING-JAN 2014	UTILITY BILLING	922.90
	AFTS	WEB PAYMENT SERVICES-JAN 2014	UTILITY BILLING	1,215.50
	AFTS	BILL PRINTING SERVICES-JAN 201	UTILITY BILLING	8,589.83
90169	AGUILAR, KRISTIN	REFUND BUSINESS LICENSE FEES	GENL FUND BUS LIC & PERMI	50.00
90170	AL-MANSURI, EMAD	UTILITY TAX REBATE	NON-DEPARTMENTAL	110.13
90171	ALPINE PRODUCTS INC	PAINT MACHINE REPAIR PARTS AND	TRAFFIC CONTROL DEVICES	2,312.83
90172	AMERICAN CLEANERS	DRY CLEANING	OFFICE OPERATIONS	23.89
	AMERICAN CLEANERS		POLICE ADMINISTRATION	40.12
	AMERICAN CLEANERS		DETENTION & CORRECTION	45.57
	AMERICAN CLEANERS		POLICE PATROL	47.75
90173	APPLIED INDUSTRIAL T	O'RING KITS	EQUIPMENT RENTAL	125.43
90174	ARAMARK UNIFORM	UNIFORM SERVICE	EQUIPMENT RENTAL	26.01
90175	ASCAP	2014 CONCERT MUSIC LICENSE FEE	RECREATION SERVICES	330.00
90176	BAKKO, JEAN D.	UTILITY TAX REBATE	NON-DEPARTMENTAL	14.62
	BAKKO, JEAN D.		UTIL ADMIN	37.70
	BAKKO, JEAN D.		UTIL ADMIN	140.49
90177	BANK OF NEW YORK	ADMIN FEE MARWAT05	ENTERPRISE D/S	300.00
90178	BARRETT, SUZANNE	INSTRUCTOR SERVICES	RECREATION SERVICES	220.00
90179	BAUTISTA, NOEL & MAR	UB 625930000000 4930 104TH PL	WATER/SEWER OPERATION	21.93
90180	BEARD, LINDAY LMHC	REFUND BUSINESS LICENSE FEES	GENL FUND BUS LIC & PERMI	50.00
90181	BICKFORD FORD	ELECTRIC MIRROR SWITCH	EQUIPMENT RENTAL	34.01
	BICKFORD FORD	AXLE BEARING AND WHEEL SEAL	EQUIPMENT RENTAL	85.69
	BICKFORD FORD	EXHAUST MANIFOLD GASKETS AND H	EQUIPMENT RENTAL	195.09
	BICKFORD FORD	FRONT BRAKE ROTORS	EQUIPMENT RENTAL	220.24
	BICKFORD FORD	ALTERNATOR	EQUIPMENT RENTAL	435.66
	BICKFORD FORD	BRAKE ROTORS AND BRAKE PADS	ER&R	442.96
	BICKFORD FORD	FUEL PUMP ASSEMBLY AND WIRE	EQUIPMENT RENTAL	445.15
	BICKFORD FORD	SPARK PLUGS, IGNITION COIL, FI	EQUIPMENT RENTAL	880.75
90182	BLUMENTHAL UNIFORMS	UNIFORM-JONES	POLICE PATROL	38.12
	BLUMENTHAL UNIFORMS	UNIFORM-FAWKS	POLICE PATROL	796.04
90183	BOICE, JEFFREY J.	VIDEO AND EDITING-STATE OF THE	EXECUTIVE ADMIN	850.00
90184	BOSMAN CONCRETE FORM	CONCRETE POURING	MAINT OF GENL PLANT	1,221.75
90185	BOY SCOUTS TROOP 80	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
90186	BOYDEN ROBINETT & AS	UB 651061662000 10616 62ND AVE	WATER/SEWER OPERATION	145.28
90187	BRITZMAN, BETTY	UTILITY TAX REBATE	UTIL ADMIN	37.70

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/13/2014 TO 2/19/2014

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
90187	BRITZMAN, BETTY	UTILITY TAX REBATE	NON-DEPARTMENTAL	80.57
	BRITZMAN, BETTY		UTIL ADMIN	140.49
90188	BUELL, DOUG	REIMBURSE MILEAGE/MEETING/WELL	EXECUTIVE ADMIN	65.18
	BUELL, DOUG		PERSONNEL ADMINISTRATIO	65.65
90189	CAPTAIN DIZZYS EXXON	CAR WASHES	ANIMAL CONTROL	4.50
	CAPTAIN DIZZYS EXXON		POLICE PATROL	90.00
90190	CARRS ACE	SIGN SHOP SUPPLIES	TRANSPORTATION MANAGEM	28.58
	CARRS ACE		TRANSPORTATION MANAGEM	71.63
	CARRS ACE	HAND TOOLS	TRANSPORTATION MANAGEM	207.26
	CARRS ACE	CONDUIT, COUPLINGS, ELLS AND B	STREET LIGHTING	215.29
90191	CASCADE ELECTRI/COMM	METER BASE	SOURCE OF SUPPLY	497.12
	CASCADE ELECTRI/COMM	ELECTRICAL REPAIR	SOURCE OF SUPPLY	2,476.08
90192	CASCADE MACHINERY	AUTO DRAIN VALVE	WASTE WATER TREATMENT F	145.85
90193	CEMEX	ASPHALT	WATER CAPITAL PROJECTS	140.34
	CEMEX		SEWER MAIN COLLECTION	221.56
	CEMEX		WATER DIST MAINS	415.87
	CEMEX		STORM DRAINAGE	415.87
90194	CERVELLE, DEBRA^	UB 760322670001 7307 59TH ST N	WATER/SEWER OPERATION	119.85
90195	CLEAN CUT	TREE CLEARING	STORM DRAINAGE	1,086.00
90196	CLEAR IMAGE PHOTOGRA	DANCE PHOTOS	RECREATION SERVICES	1,312.97
	CLEAR IMAGE PHOTOGRA		RECREATION SERVICES	1,320.03
90197	CLERK OF THE COURT	156TH OVERPASS MEDIATION	GMA - STREET	232,900.00
90198	COOP SUPPLY	PROPANE	ROADWAY MAINTENANCE	12.02
	COOP SUPPLY	BACKPACK SPRAYER NOZZLE ASSORT	ROADSIDE VEGETATION	14.11
90199	CORPORATE OFFICE SPL	JANITORIAL SUPPLIES	ER&R	367.88
90200	CORPUZ, WILLEN	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
90201	COSTLESS SENIOR SRVC	INMATE PRESCRIPTIONS	DETENTION & CORRECTION	735.35
90202	CRMA INVESTMENTS LLC	UB 041170000001 9211 62ND DR N	WATER/SEWER OPERATION	142.00
90203	CUZ CONCRETE PROD	CONCRETE RINGS	SEWER MAIN COLLECTION	164.46
90204	DCI PAINTING & CONST	INTERIOR PAINTING	PUBLIC SAFETY BLDG.	456.12
	DCI PAINTING & CONST	EXTERIOR PAINTING	MAINT OF GENL PLANT	1,954.80
90205	DELL	FILE SERVER DRIVES	COMPUTER SERVICES	1,429.13
90206	DIAMOND B CONSTRUCT	REPLACE EXHAUST FAN	PARK & RECREATION FAC	490.19
	DIAMOND B CONSTRUCT	REPLACE GAS VALVE	PARK & RECREATION FAC	581.44
	DIAMOND B CONSTRUCT	REPAIR WALL HEAT PUMP	UTIL ADMIN	797.23
90207	DIAMOND CONTRACTORS	REFUND BUILDING PERMIT FEES	GENERAL FUND	4.50
	DIAMOND CONTRACTORS		COMMUNITY DEVELOPMENT	213.36
90208	DICKS TOWING	TOWING EXPENSE	EQUIPMENT RENTAL	43.44
	DICKS TOWING	TOWING EXPENSE-MP14-0065	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE-MP14-1010	POLICE PATROL	105.89
90209	DIPPMAN, JAMES C	UB 760083100000 6811 57TH ST N	WATER/SEWER OPERATION	7.24
90210	DIVERSINT	PRINTER ROLLERS	COMPUTER SERVICES	22.81
90211	DOORMAN COMMERCIAL	REPAIR DOOR	GOLF ADMINISTRATION	319.28
90212	E&E LUMBER	RETURN LUMBER	MAINT OF GENL PLANT	-233.10
	E&E LUMBER	LANDSCAPING SUPPLIES	MAINT OF GENL PLANT	163.18
	E&E LUMBER	PAINTING SUPPLIES	PARK & RECREATION FAC	187.09
	E&E LUMBER	LUMBER, FABRIC AND REBAR	MAINT OF GENL PLANT	687.05
90213	EAST JORDAN IRON WOR	SEWER COVER AND SEALANT	SEWER MAIN COLLECTION	1,117.28
	EAST JORDAN IRON WOR		SEWER MAIN COLLECTION	1,211.76
90214	ECOLOGY, DEPT. OF	WASTEWATER PERMIT FEES-2ND HAL	UTIL ADMIN	18,607.32
90215	ENGLISH, KEN	UB 861460700002 8232 51ST AVE	WATER/SEWER OPERATION	121.86
90216	ENIVROCOMP CONSULT	CONSULTING SERVICE	EXECUTIVE ADMIN	3,240.00
90217	ENVIRONMENTAL PRODUC	VACTOR REPAIR PARTS	WATER/SEWER OPERATION	-202.54
	ENVIRONMENTAL PRODUC		WATER DIST MAINS	2,557.64
90218	EVERETT BAYSIDE	DRAIN PLUG GASKETS	ER&R	16.27
	EVERETT BAYSIDE	AIR AND OIL FILTER, GEAR LUBE	ER&R	282.10
90219	EVERETT STEEL CO	SOLID STEEL TUBING	EQUIPMENT RENTAL	152.25

**CITY OF MARYSVILLE
 INVOICE LIST**

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
90220	FINK, SARAH	REFUND CLASS FEES	PARKS-RECREATION	63.00
90221	FIRE PROTECTION,INC	COMPUTER PROGRAMMING DIRECT CO	LIBRARY-GENL	114.03
90222	FIRESTONE	TIRES (4)	EQUIPMENT RENTAL	386.23
	FIRESTONE		EQUIPMENT RENTAL	451.99
	FIRESTONE		EQUIPMENT RENTAL	507.64
	FIRESTONE		EQUIPMENT RENTAL	509.98
90223	FOUARD, SARA	REFUND CLASS FEES	PARKS-RECREATION	20.00
90224	FRAIZE, CHRISTINE	UTILITY TAX REBATE	NON-DEPARTMENTAL	69.44
90225	FRONTIER COMMUNICATI	ACCT #360-651-5033-110810-5	EXECUTIVE ADMIN	23.25
	FRONTIER COMMUNICATI	ACCT #360-653-4741-050995-5	WASTE WATER TREATMENT F	42.59
	FRONTIER COMMUNICATI	ACCT #36065852920604075	PERSONNEL ADMINISTRATIOI	60.82
	FRONTIER COMMUNICATI	ACCT #360-658-9493-072500-5	POLICE INVESTIGATION	65.12
	FRONTIER COMMUNICATI		RECREATION SERVICES	65.12
	FRONTIER COMMUNICATI	ACCT #360-658-9180-062295-5	LIBRARY-GENL	85.18
	FRONTIER COMMUNICATI	ACCT #36065852920604075	MUNICIPAL COURTS	157.41
	FRONTIER COMMUNICATI	ACCT #253-011-3424-080910-5	CENTRAL SERVICES	721.04
90226	GENE'S PLUMBING	REPAIR LEAK	PUBLIC SAFETY BLDG.	135.75
	GENE'S PLUMBING	REPAIR DRAIN	PUBLIC SAFETY BLDG.	162.90
	GENE'S PLUMBING	REPAIR SINK	PUBLIC SAFETY BLDG.	332.32
90227	GREENSHIELDS	WINCH CABLE	EQUIPMENT RENTAL	108.93
	GREENSHIELDS	HYDRAULIC HOSE FITTINGS	ER&R	599.91
90228	GREG RAIRDONS DODGE	BRAKE RELEASE HANDLE	EQUIPMENT RENTAL	31.57
	GREG RAIRDONS DODGE	HEATER FAN RESISTORS	EQUIPMENT RENTAL	91.98
90229	GRIFFEN, CHRIS	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	37.50
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	75.00
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	157.50
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	202.50
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	262.50
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	300.00
90230	GUTHRIE, MARILYN	UTILITY TAX REBATE	NON-DEPARTMENTAL	136.58
90231	HACH COMPANY	CABLE AND SENSOR ASSEMBLY	PUMPING PLANT	1,890.02
90232	HD FOWLER COMPANY	PAINT AND PAINT MARKER	ER&R	76.63
	HD FOWLER COMPANY	BOX METER BASES	WATER/SEWER OPERATION	113.54
	HD FOWLER COMPANY	PAINT AND MARKER STICK	ER&R	130.59
	HD FOWLER COMPANY	METER BOX BASE GASKETS	WATER/SEWER OPERATION	272.61
	HD FOWLER COMPANY	GASKETS AND METER BASES	WATER/SEWER OPERATION	327.26
	HD FOWLER COMPANY	BOX METER BASES	WATER/SEWER OPERATION	454.12
	HD FOWLER COMPANY	BALL VALVES	WATER/SEWER OPERATION	503.46
	HD FOWLER COMPANY	POLYMER LIDS	WATER/SEWER OPERATION	586.44
	HD FOWLER COMPANY	NOZZLE SECTION AND REPAIR KIT	HYDRANTS INSTALLATION	1,117.69
90233	HEALTH, DEPT OF	2014 OPERATING PERMIT	UTIL ADMIN	20,153.40
90234	HENDERSON, DEBBIE	REFUND BUSINESS LICENSE FEES	GENL FUND BUS LIC & PERMI	50.00
90235	HERTZ EQUIPMENT RENT	EXCAVATOR RENTAL	SURFACE WATER CAPITAL PF	1,173.97
90236	HEWITT, JOHN	FACILITY RENTAL REFUND	PARKS-RECREATION	30.00
90237	HIGDON, MICHELLE	UTILITY TAX REBATE	NON-DEPARTMENTAL	73.08
90238	HIRASHIMA, GLORIA	REIMBUSE MEAL	EXECUTIVE ADMIN	13.69
90239	HYLARIDES, LETTIE	INTERPRETER SERVICES	COURTS	112.50
	HYLARIDES, LETTIE		COURTS	112.50
90240	IMES, LORALEE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
90241	INDUSTRIAL CONTROLS	DC POWER SUPPLY	WATER CAPITAL PROJECTS	150.37
90242	INFORMATION SERVICES	IGN MONTHLY CHARGE	OFFICE OPERATIONS	195.00
90243	INGHAM, LEOTA	UTILITY TAX REBATE	UTIL ADMIN	37.70
	INGHAM, LEOTA		NON-DEPARTMENTAL	83.44
	INGHAM, LEOTA		UTIL ADMIN	140.49
90244	INTERSTATE BATTERY	BATTERIES	ER&R	301.46
90245	IRISH, JANET^A	UB 100480000000 9126 48TH DR N	WATER/SEWER OPERATION	56.82
90246	IRON MOUNTAIN	ROCK	SURFACE WATER CAPITAL PF	4,024.49

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/13/2014 TO 2/19/2014

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
90247	JAMES & VIRGINIA SPE	UB 971520000000 1626 10TH ST	WATER/SEWER OPERATION	106.54
90248	JAMIE STORM & SAM HA	UB 986120000001 6120 51ST ST N	GARBAGE	153.43
90249	JOHNSON, DOROTHY	UTILITY TAX REBATE	NON-DEPARTMENTAL	104.20
90250	KUNG FU 4 KIDS	INSTRUCTOR SERVICES	RECREATION SERVICES	207.90
90251	KUPRIYANOVA, SVETLAN	INTERPRETER SERVICES	COURTS	150.00
90252	LACKEY, KERRY	UTILITY TAX REBATE	NON-DEPARTMENTAL	36.73
	LACKEY, KERRY		UTIL ADMIN	37.70
	LACKEY, KERRY		UTIL ADMIN	140.49
90253	LANGUAGE EXCHANGE	INTERPRETER SERVICES	COURTS	332.50
90254	LEONARD, REMY	PRO-TEM SERVICES	MUNICIPAL COURTS	185.00
90255	LES SCHWAB TIRE CTR	RETREAD TIRES (9)	ER&R	1,840.84
90256	LICENSING, DEPT OF	AYALA, RICARDO (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	FINNEY, DAVID (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	GATES, ROBERT (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	SCOTT, STEVEN (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	WATSON, ELDON (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	WESLEY, ANTHONY (LT RENEWAL)	GENERAL FUND	21.00
90257	LICENSING, DEPT OF	DRIVING ABSTRACTS	FACILITY MAINTENANCE	26.00
	LICENSING, DEPT OF		EQUIPMENT RENTAL	39.00
	LICENSING, DEPT OF		PARK & RECREATION FAC	52.00
	LICENSING, DEPT OF		SOLID WASTE OPERATIONS	91.00
	LICENSING, DEPT OF		GENERAL SERVICES - OVERH	182.00
	LICENSING, DEPT OF		UTIL ADMIN	325.00
90258	LINDBLOM, MARCIA	UTILITY TAX REBATE	NON-DEPARTMENTAL	66.94
90259	LOFSTROM, BETTY	UB 101041030000 9223 45TH DR N	WATER/SEWER OPERATION	22.80
90260	LOWES HIW INC	CHAIRS AND TABLES	MAINT OF GENL PLANT	268.52
90261	MACAULAY & ASSOCIATE	PROFESSIONAL SERVICE-LID	ROADS/STREETS CONSTRUCT	18,675.00
90262	MADSEN, BETH	UB 880020000003 4824 73RD PL N	WATER/SEWER OPERATION	22.93
90263	MARYSVILLE PAINT	PAINT	PARK & RECREATION FAC	146.62
	MARYSVILLE PAINT		PARK & RECREATION FAC	146.62
	MARYSVILLE PAINT		PARK & RECREATION FAC	146.62
	MARYSVILLE PAINT		PARK & RECREATION FAC	810.57
90264	MARYSVILLE PRINTING	BUSINESS CARDS	PROBATION	84.57
	MARYSVILLE PRINTING	ENVELOPES	FINANCE-GENL	192.77
	MARYSVILLE PRINTING	2014 CITY BUDGET BOOKS (26)	FINANCE-GENL	500.26
	MARYSVILLE PRINTING	BUSINESS CARD FOIL SHELLS	POLICE PATROL	524.00
90265	MARYSVILLE SCHOOL	FACILITY USEAGE FEES-MPHS	EXECUTIVE ADMIN	9.00
	MARYSVILLE SCHOOL	MITIGATION FEES-JAN 2014	SCHOOL MIT FEES	55,634.00
90266	MCGEE, BOBBIE	INTERPRETER SERVICES	COURTS	122.96
90267	MCINTOSH, PENNY	UTILITY TAX REBATE	NON-DEPARTMENTAL	65.07
90268	MCSHANE, PAUL	REIMBURSE SOFTWARE RENEWAL FEE	GENERAL FUND	-51.43
	MCSHANE, PAUL		POLICE PATROL	649.43
90269	MOTOR TRUCKS	DRIVE AXLE WHEEL STUD AND NUT	EQUIPMENT RENTAL	10.24
	MOTOR TRUCKS	AIR AND CABIN FILTERS	ER&R	285.18
90270	NELSON, CHRISTINA	UTILITY TAX REBATE	NON-DEPARTMENTAL	55.56
90271	NEWMAN, ANTHONY	REIMBURSE CDL ENDORSEMENT FEES	GENERAL SERVICES - OVERH	85.00
90272	NORTWEST RESOLUTIONS	ARBITRATION COSTS	EXECUTIVE ADMIN	2,895.05
90273	NWPAC	ANNUAL MEMBERSHIP DUES	POLICE ADMINISTRATION	100.00
90274	OFFICE DEPOT	TONER	FACILITY MAINTENANCE	30.07
	OFFICE DEPOT	OFFICE SUPPLIES	UTIL ADMIN	31.32
	OFFICE DEPOT		ENGR-GENL	31.33
	OFFICE DEPOT	TONER	UTIL ADMIN	360.54
90275	OKANOGAN COUNTY JAIL	INMATE HOUSING	DETENTION & CORRECTION	3,270.00
90276	P.F. PETTIBONE & CO	XEROGRAPHIC MINUTE BOOKS	GENERAL FUND	-15.57
	P.F. PETTIBONE & CO		CITY CLERK	196.52
90277	PACIFIC NW BUSINESS	TONER	LEGAL-GENL	203.03
90278	PACIFIC POWER BATTER	BATTERY	STORM DRAINAGE	19.84

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/13/2014 TO 2/19/2014

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
90279	PAPE MACHINERY	OIL AND AIR FILTERS	ER&R	102.79
90280	PARTS STORE, THE	ANTIFREEZE CREDIT	ER&R	-121.46
	PARTS STORE, THE	CORE REFUND	EQUIPMENT RENTAL	-119.46
	PARTS STORE, THE	HARDWARE CREDIT AND CORE REFUN	EQUIPMENT RENTAL	-13.35
	PARTS STORE, THE	AIR FILTER	ER&R	8.39
	PARTS STORE, THE	TRANSMISSION FILTER KIT	ER&R	21.92
	PARTS STORE, THE	AIR FILTER	ER&R	23.83
	PARTS STORE, THE		EQUIPMENT RENTAL	32.36
	PARTS STORE, THE	TRANSMISSION FILTER KITS	EQUIPMENT RENTAL	46.32
	PARTS STORE, THE	TURN SIGNAL LIGHT SOCKET	EQUIPMENT RENTAL	56.83
	PARTS STORE, THE	OIL, AIR FILTERS AND CAR WASH	ER&R	121.36
	PARTS STORE, THE	OIL, FUEL AND TRANS FILTERS	ER&R	123.72
	PARTS STORE, THE	ANTIFREEZE	ER&R	138.01
	PARTS STORE, THE	BRAKE ROTORS, BRAKE PADS AND H	EQUIPMENT RENTAL	162.76
	PARTS STORE, THE	OIL AND AIR FILTERS	ER&R	169.72
	PARTS STORE, THE	BRAKE PADS, WHEEL SEALS AND HA	EQUIPMENT RENTAL	189.29
	PARTS STORE, THE	ANTIFREEZE AND FILTERS	ER&R	235.86
	PARTS STORE, THE	BRAKE CALIPERS W/CORE CHARGE	EQUIPMENT RENTAL	238.03
	PARTS STORE, THE	OIL, AIR FILTERS AND ADDITIVE	ER&R	289.51
	PARTS STORE, THE	BRAKE ROTORS AND BRAKE PADS	EQUIPMENT RENTAL	309.38
	PARTS STORE, THE	AIR, FUEL FILTERS AND MARKER L	ER&R	323.41
90281	PEACE OF MIND	MINUTE TAKING SERVICE	CITY CLERK	80.60
	PEACE OF MIND		COMMUNITY DEVELOPMENT-	93.00
	PEACE OF MIND		CITY CLERK	148.80
90282	PETROCARD SYSTEMS	FUEL CONSUMED	ENGR-GENL	67.10
	PETROCARD SYSTEMS		STORM DRAINAGE	99.31
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	236.26
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	401.52
	PETROCARD SYSTEMS		PARK & RECREATION FAC	555.05
	PETROCARD SYSTEMS		GENERAL SERVICES - OVERH	2,731.83
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	3,640.82
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	4,704.83
	PETROCARD SYSTEMS		POLICE PATROL	7,556.51
90283	PHAM, JOSEPH	INTERPRETER SERVICES	COURTS	125.00
90284	PLATT	AREA LIGHTING	WASTE WATER TREATMENT F	41.82
	PLATT	BULBS	MAINT OF GENL PLANT	169.95
90285	POLICE & SHERIFFS PR	ID CARDS	GENERAL FUND	-1.94
	POLICE & SHERIFFS PR		POLICE ADMINISTRATION	24.43
90286	PORTLAND PRECISION I	GPS RENTAL	ENGR-GENL	136.88
90287	POSTAL SERVICE	POSTAGE	PROBATION	-26,000.00
	POSTAL SERVICE		MUNICIPAL COURTS	30,000.00
90288	POTTS, KAELI	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
90289	PSSP - PUGET SOUND	SECURITY SERVICES	PROBATION	753.38
	PSSP - PUGET SOUND		MUNICIPAL COURTS	2,260.12
90290	PUD	ACCT #2013-4666-5	SEWER LIFT STATION	32.55
	PUD	ACCT #2042-5946-9	TRAFFIC CONTROL DEVICES	32.55
	PUD	ACCT #2042-6034-3	TRAFFIC CONTROL DEVICES	32.55
	PUD	ACCT #2042-6262-0	TRAFFIC CONTROL DEVICES	32.55
	PUD	ACCT #2051-9537-3	PARK & RECREATION FAC	32.55
	PUD	ACCT #2020-1181-3	PUMPING PLANT	34.44
	PUD	ACCT #2005-0161-7	TRANSPORTATION MANAGEM	48.96
	PUD	ACCT #2000-6146-3	PARK & RECREATION FAC	54.30
	PUD	ACCT #2035-0002-0	STREET LIGHTING	100.16
	PUD	ACCT #2022-9424-5	SEWER LIFT STATION	100.22
	PUD	ACCT #2048-2969-1	STREET LIGHTING	119.36
	PUD	ACCT #2023-0330-1	SEWER LIFT STATION	127.76
	PUD	ACCT #2006-6043-9	STREET LIGHTING	139.87

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/13/2014 TO 2/19/2014

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
90290	PUD	ACCT #2039-9634-3	STREET LIGHTING	163.53
	PUD	ACCT #2025-2469-0	PUMPING PLANT	174.09
	PUD	ACCT #2032-9121-6	GENERAL SERVICES - OVERH	307.46
	PUD	ACCT #2019-0963-7	SEWER LIFT STATION	318.84
	PUD	ACCT #2052-3927-0	TRAFFIC CONTROL DEVICES	324.08
	PUD	ACCT #2052-3773-8	TRAFFIC CONTROL DEVICES	363.27
	PUD	ACCT #2030-0599-6	TRANSPORTATION MANAGEM	652.13
	PUD	ACCT #2010-9896-9	PUMPING PLANT	991.35
	PUD	ACCT #2016-1747-9	ADMIN FACILITIES	2,874.27
	PUD	ACCT #2028-8209-8	STREET LIGHTING	8,423.03
	PUD		STREET LIGHTING	13,174.50
90291	PUGET SOUND ENERGY	ACCT #200024981520	COMMUNITY CENTER	89.78
	PUGET SOUND ENERGY	ACCT #200007781657	PRO-SHOP	125.95
	PUGET SOUND ENERGY	ACCT #200007052364	MAINT OF GENL PLANT	133.18
	PUGET SOUND ENERGY	ACCT #200023493808	ADMIN FACILITIES	487.01
	PUGET SOUND ENERGY	ACCT #200004804056	COURT FACILITIES	530.02
	PUGET SOUND ENERGY	ACCT #200013812314	MAINT OF GENL PLANT	1,302.06
	PUGET SOUND ENERGY	ACCT #200010703029	PUBLIC SAFETY BLDG.	1,562.07
90292	REECE TRUCKING	PAY ESTIMATE #3	UTILITY CONSTRUCTION	-4,436.35
	REECE TRUCKING		WATER CAPITAL PROJECTS	96,357.48
90293	REHDER, HUNTER MARTI	UTILITY TAX REBATE	NON-DEPARTMENTAL	74.28
90294	RONGERUDE, JOHN	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	262.50
	RONGERUDE, JOHN		LEGAL - PUBLIC DEFENSE	832.50
90295	ROSEMOUNT ANALYTICAL	WATER QUALITY TREATMENT SUPPLI	WATER/SEWER OPERATION	-47.67
	ROSEMOUNT ANALYTICAL		WATER QUAL TREATMENT	601.98
90296	ROY ROBINSON	TRANSMISSION FILTER KIT	EQUIPMENT RENTAL	49.70
90297	RUSDEN, JOHN	PRO-TEM SERVICES	MUNICIPAL COURTS	370.00
	RUSDEN, JOHN		MUNICIPAL COURTS	370.00
90298	SAFEGUARD PROPERTIES	UB 091451149000 14511 49TH DR	WATER/SEWER OPERATION	110.16
90299	SAFEWAY INC.	MEETING REIMBURSEMENT	CITY COUNCIL	8.49
	SAFEWAY INC.		EXECUTIVE ADMIN	140.90
90300	SEA-ALASKA INDUSTRIA	AERATOR MOTOR REPAIR	WASTE WATER TREATMENT F	363.39
	SEA-ALASKA INDUSTRIA		WASTE WATER TREATMENT F	1,085.82
90301	SEATTLE TIMES, THE	EMPLOYMENT AD	ENGR-GENL	934.46
90302	SEVERSON, KELLY	UTILITY TAX REBATE	NON-DEPARTMENTAL	39.28
90303	SMOKEY POINT PLANT	FERTILIZER	MAINT OF GENL PLANT	65.14
	SMOKEY POINT PLANT	LANDSCAPING PLANTS	MAINT OF GENL PLANT	2,631.04
90304	SNO CO ECON DEV COUN	SNO CO UPDATE-STEVEN	CITY COUNCIL	30.00
90305	SNO CO PUBLIC WORKS	RR7889-STATE AVE/SR528 & RR614	TRANSPORTATION MANAGEM	99.91
	SNO CO PUBLIC WORKS		WATER CAPITAL PROJECTS	719.54
90306	SOLID WASTE SYSTEMS	AIR VAC VALVE ASSEMBLY	ER&R	542.97
90307	SOUND SAFETY	GLOVES	ER&R	71.94
90308	SPRINGBROOK NURSERY	BARK	MAINT OF GENL PLANT	1,050.08
90309	SRV CONSTRUCTION	PAY ESTIMATE #3	WATER CAPITAL PROJECTS	4,107.03
90310	STAPLES	OFFICE SUPPLIES	UTILITY BILLING	3.57
	STAPLES		FINANCE-GENL	26.54
	STAPLES		UTIL ADMIN	41.52
	STAPLES		ENGR-GENL	41.52
	STAPLES		FINANCE-GENL	422.64
90311	STATE PATROL	BACKGROUND CHECKS	PERSONNEL ADMINISTRATIO	150.00
	STATE PATROL	FINGERPRINT ID SERVICES	GENERAL FUND	297.00
90312	STRATEGIES 360	PROFESSIONAL SERVICES-JAN 2014	WASTE WATER TREATMENT F	3,541.67
	STRATEGIES 360		GENERAL SERVICES - OVERH	3,916.67
	STRATEGIES 360		UTIL ADMIN	5,041.66
90313	SUBURBAN PROPANE	PROPANE	MAINTENANCE	1,243.62
90314	SUTTON, GRADY	UTILITY TAX REBATE	NON-DEPARTMENTAL	108.36
90315	SWICK-LAFAVE, JULIE	REIMBURSE JAIL SUPPLY PURCHASE	DETENTION & CORRECTION	299.02

DATE: 2/19/2014
 TIME: 9:16:10AM

**CITY OF MARYSVILLE
 INVOICE LIST**

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FOR INVOICES FROM 2/13/2014 TO 2/19/2014

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
90316	SYSTEMS INTERFACE	ENGINEERING SERVICES	WATER CAPITAL PROJECTS	4,682.83
90317	TOGSTAD DRYWALL, INC	DRYWALL INSTALLATION	MAINT OF GENL PLANT	7,059.00
90318	TOYER, ROB	REIMBURSE HOTEL AND MILEAGE CO	CITY COUNCIL	231.72
90319	TRANSPORTATION, DEPT	2013 BRIDGE INSPECTION	ENGR-GENL	263.76
90320	TRANSPORTATION, DEPT	TRAFFIC MITIGATION FEES	CITY STREETS	6,351.00
90321	TREACY, AL	REIMBURSE 2014 WSBA RENEWAL DU	LEGAL - PROSECUTION	355.00
90322	TYLER TECHNOLOGIES	UBCIS ONLINE TRAINING	UTILITY BILLING	587.50
90323	UTILITIES UNDERGROUN	EXCAVATION NOTICES	UTILITY LOCATING	301.84
90324	VAN SOEST, JOHN	UTILITY TAX REBATE	NON-DEPARTMENTAL	73.06
90325	WAUGH, CAROL		UTIL ADMIN	37.70
	WAUGH, CAROL		NON-DEPARTMENTAL	39.27
	WAUGH, CAROL		UTIL ADMIN	140.49
90326	WEBCHECK	WEBCHECK SERVICES-JAN 2014	UTILITY BILLING	900.00
90327	WEDGE, LELAND	UTILITY TAX REBATE	UTIL ADMIN	37.70
	WEDGE, LELAND		NON-DEPARTMENTAL	38.91
	WEDGE, LELAND		UTIL ADMIN	140.49
90328	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	LEGAL - PROSECUTION	682.51
90329	WESTERN FACILITIES	JANITORIAL SUPPLIES	MAINT OF GENL PLANT	166.86
90330	WETZEL, SHIRLEY	UTILITY TAX REBATE	NON-DEPARTMENTAL	70.62
90331	WHIDBEY ISLAND BANK	RETAINAGE ON PAY ESTIMATE #3	WATER CAPITAL PROJECTS	198.22
90332	WINTERS, STEVE	REFUND CLASS FEES	PARKS-RECREATION	15.00
90333	ZEE MEDICAL SERVICE	RESTOCK FIRST AID KIT	COMMUNITY DEVELOPMENT-	85.44
	ZEE MEDICAL SERVICE		UTIL ADMIN	121.28
	ZEE MEDICAL SERVICE		COURT FACILITIES	165.14

WARRANT TOTAL:

854,200.72

REASON FOR VOIDS:

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

CHECK #89560	INITIATOR ERROR	(257.82)
CHECK #89840	INITIATOR ERROR	(93.99)

853,848.91

Index #3

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: March 17, 2014

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

RECOMMENDED ACTION: The Finance and Executive Departments recommend City Council approve the February 20, 2014 payroll in the amount \$820,918.07 Check No.'s 27399 through 27433.
COUNCIL ACTION:

Index #8

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: March 17, 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 **February 26, 2014** claims in the amount of **\$357,298.90** paid by **Check No.'s 90334 through 90485 with no Check No. voided.**

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-2

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 **\$357,298.90 PAID BY CHECK NO.'S 90334 THROUGH 90485 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 **17th DAY OF MARCH 2014.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

DATE: 2/26/2014
 TIME: 8:48:00AM

**CITY OF MARYSVILLE
 INVOICE LIST**

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FOR INVOICES FROM 2/20/2014 TO 2/26/2014

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
90334	ABC LEGAL SERVICES	MESSENGER SERVICE	LEGAL - PROSECUTION	95.00
90335	ALBERTSONS	SUPPLY REIMBURSEMENT	BAXTER CENTER APPRE	32.11
	ALBERTSONS		COMMUNITY CENTER	32.54
	ALBERTSONS		RECREATION SERVICES	279.15
90336	AMERICAN WATER WORKS	MEMBERSHIP DUES-COWLING	ENGR-GENL	200.00
90337	APOLLO CONCRETE	ASPHALT CUTTING	STORM DRAINAGE	1,236.95
90338	ARAMARK UNIFORM	UNIFORM SERVICE	MAINTENANCE	11.13
	ARAMARK UNIFORM		MAINTENANCE	11.13
	ARAMARK UNIFORM		EQUIPMENT RENTAL	27.75
90339	ARBOR DAY FOUNDATION	2014 MEMBERSHIP DUES	PARK & RECREATION FAC	20.00
90340	ARLINGTON, CITY OF	ARLINGTON CHRISTIAN SCHOOL WAT	SOURCE OF SUPPLY	104.96
90341	BANK OF AMERICA	MEETING REIMBURSEMENT	POLICE ADMINISTRATION	23.00
90342	BANK OF AMERICA	TRAVEL REIMBURSEMENT	EXECUTIVE ADMIN	26.68
90343	BANK OF AMERICA	EMPLOYEE APPRECIATION	UTIL ADMIN	60.00
90344	BANK OF AMERICA	DUES REIMBURSEMENT	POLICE ADMINISTRATION	90.00
90345	BANK OF AMERICA	SUPPLY REIMBURSEMENT	GENERAL FUND	-4.04
	BANK OF AMERICA		PARK & RECREATION FAC	45.87
	BANK OF AMERICA		RECREATION SERVICES	50.94
	BANK OF AMERICA		COMMUNITY EVENTS	54.60
90346	BANK OF AMERICA		GENERAL FUND	-17.24
	BANK OF AMERICA		POLICE PATROL	217.68
90347	BANK OF AMERICA	JOB POSTING REIMBURSEMENT	ENGR-GENL	295.00
90348	BANK OF AMERICA	SUPPLY/TRAINING/MEMBERSHIP REI	GENERAL FUND	-27.81
	BANK OF AMERICA		CITY CLERK	103.65
	BANK OF AMERICA		FINANCE-GENL	247.59
	BANK OF AMERICA		FINANCE-GENL	290.00
	BANK OF AMERICA		EXECUTIVE ADMIN	567.00
90349	BANK OF AMERICA	SUPPLY REIMBURSEMENT	COMPUTER SERVICES	235.54
	BANK OF AMERICA		COMPUTER SERVICES	450.09
	BANK OF AMERICA		COMPUTER SERVICES	657.76
90350	BANK OF AMERICA	TRAINING REIMBURSEMENT	POLICE TRAINING-FIREARMS	1,626.68
90351	BANK OF AMERICA	TRAVEL REIMBURSEMENT	EXECUTIVE ADMIN	85.34
	BANK OF AMERICA		EXECUTIVE ADMIN	140.42
	BANK OF AMERICA		EXECUTIVE ADMIN	1,043.81
	BANK OF AMERICA		CITY COUNCIL	4,084.02
90352	BELCHER, JON D & TAN	UB 780530000000 5905 63RD AVE	WATER/SEWER OPERATION	154.13
90353	BOOTH, SHIRLEY	UTILITY TAX REBATE	NON-DEPARTMENTAL	13.39
	BOOTH, SHIRLEY		UTIL ADMIN	37.70
	BOOTH, SHIRLEY		UTIL ADMIN	140.49
90354	BUD CLARY CHEVROLET	2014 CHEVROLET CAPRICE	EQUIPMENT RENTAL	30,308.65
	BUD CLARY CHEVROLET		EQUIPMENT RENTAL	30,308.65
	BUD CLARY CHEVROLET		EQUIPMENT RENTAL	30,308.65
90355	BUELL, DOUG	MEETING REIMBURSEMENT	EXECUTIVE ADMIN	390.60
90356	CARQUEST	SEALED BEAM (2)	EQUIPMENT RENTAL	55.00
90357	CARRS ACE	AIR DRYER EQUIPMENT	WASTE WATER TREATMENT F	19.29
	CARRS ACE	BATTERY CHARGER	TRANSPORTATION MANAGEM	76.01
	CARRS ACE	LAB SUPPLIES	WASTE WATER TREATMENT F	84.02
90358	CASCADE NATURAL GAS	NATURAL GAS SERVICE	WATER FILTRATION PLANT	2,940.09
90359	CEMEX	ASPHALT	ROADSIDE VEGETATION	207.76
	CEMEX		STORM DRAINAGE	1,382.11
90360	CHURCHILL, LYNN	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
90361	CLEAN CUT	TREE REMOVAL	PARK & RECREATION FAC	1,113.15
90362	CONSOLIDATED ELECTRI	LIGHTBULBS	LIBRARY-GENL	195.25
90363	CONSOLIDATED PRESS	CITY SCENE NEWSLETTER PRINTING	UTILITY BILLING	1,954.55
90364	COOP SUPPLY	LIGHTING	PARK & RECREATION FAC	18.45
	COOP SUPPLY	FENCE TIE	STORM DRAINAGE	24.87
	COOP SUPPLY	SAFETY VEST	PARK & RECREATION FAC	32.53

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/20/2014 TO 2/26/2014

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
90381	EVERETT HYDRAULICS	REPAIR CYLINDER	EQUIPMENT RENTAL	232.05
90382	EVERETT, CITY OF	LAB ANALYSIS	WASTE WATER TREATMENT F	838.80
90383	EVERGREEN TREE CARE	TREE REMOVAL	ROADSIDE VEGETATION	543.00
	EVERGREEN TREE CARE		ROADSIDE VEGETATION	2,715.00
90384	FERRELLGAS	PROPANE	SOLID WASTE OPERATIONS	138.16
	FERRELLGAS		WATER SERVICE INSTALL	138.16
	FERRELLGAS		TRAFFIC CONTROL DEVICES	138.16
	FERRELLGAS		ROADWAY MAINTENANCE	138.16
90385	FIRE PROTECTION,INC	FIRE ALARM MONITORING	PARK & RECREATION FAC	204.00
	FIRE PROTECTION,INC		PUBLIC SAFETY BLDG.	204.00
	FIRE PROTECTION,INC		GOLF ADMINISTRATION	529.50
	FIRE PROTECTION,INC		LIBRARY-GENL	733.50
90386	FOLEY, STEVEN	UB 983115740000 3115 74TH DR N	WATER/SEWER OPERATION	162.32
90387	FRONTIER COMMUNICATI	ACCT #36065125170927115	STREET LIGHTING	38.66
	FRONTIER COMMUNICATI	ACCT #36065774950927115	STREET LIGHTING	38.66
	FRONTIER COMMUNICATI	ACCT #36065836350725085	UTIL ADMIN	42.59
	FRONTIER COMMUNICATI		COMMUNITY DEVELOPMENT-	42.59
	FRONTIER COMMUNICATI	ACCT #36065905060927115	STREET LIGHTING	43.64
	FRONTIER COMMUNICATI	ACCT #36065827660617105	MUNICIPAL COURTS	57.68
	FRONTIER COMMUNICATI	ACCT #36065831360617105	MUNICIPAL COURTS	57.68
	FRONTIER COMMUNICATI	ACCT #36065962121015935	MAINT OF GENL PLANT	57.68
	FRONTIER COMMUNICATI	ACCT #36065976670111075	OFFICE OPERATIONS	57.68
	FRONTIER COMMUNICATI	ACCT #25301441101027055	UTIL ADMIN	66.55
	FRONTIER COMMUNICATI	ACCT #36065191230801065	WATER FILTRATION PLANT	82.65
	FRONTIER COMMUNICATI	ACCT #25300981920824965	SEWER LIFT STATION	93.05
90388	GENERAL CHEMICAL	ALUMINUM SULFATE	WASTE WATER TREATMENT F	4,942.14
90389	GOVCONNECTION INC	MISC PERIPHERAL REPLACEMENTS	COMPUTER SERVICES	68.64
	GOVCONNECTION INC		COMPUTER SERVICES	223.37
90390	GRANITE CONST	ASPHALT HAUL	SURFACE WATER CAPITAL PF	242.16
90391	GRAY AND OSBORNE	PROFESSIONAL SERVICES	SURFACE WATER CAPITAL PF	3,652.70
90392	GREENHAUS PORTABLE	PORTABLE RENTAL	PARK & RECREATION FAC	242.00
90393	GREENSHIELDS	DECANT HOSE REPAIR SUPPLIES	SEWER MAIN COLLECTION	16.67
	GREENSHIELDS		STORM DRAINAGE	16.68
	GREENSHIELDS	FLARES	POLICE PATROL	137.59
90394	GROUP HEALTH	DOT PHYSICALS (4)	GENERAL SERVICES - OVERH	75.00
	GROUP HEALTH	HEP B SHOTS AND HEARING TEST	EXECUTIVE ADMIN	184.00
	GROUP HEALTH	DOT PHYSICALS (4)	UTIL ADMIN	225.00
	GROUP HEALTH	PRE-EMPLOYMENT SCREENING	POLICE ADMINISTRATION	604.00
90395	HAMBRECHT, HARLAND &	UB 038823810000 8823 81ST DR N	WATER/SEWER OPERATION	156.38
90396	HARPER, DOROTHY	UTILITY TAX REBATE	NON-DEPARTMENTAL	97.95
90397	HASLER, INC	POSTAGE	MUNICIPAL COURTS	1.88
	HASLER, INC		PERSONNEL ADMINISTRATIOI	39.49
	HASLER, INC		LEGAL-GENL	79.51
	HASLER, INC		PARK & RECREATION FAC	86.15
	HASLER, INC		EXECUTIVE ADMIN	117.32
	HASLER, INC		UTIL ADMIN	196.17
	HASLER, INC		COMMUNITY DEVELOPMENT-	407.45
	HASLER, INC		FINANCE-GENL	539.60
	HASLER, INC		POLICE ADMINISTRATION	873.81
	HASLER, INC		UTILITY BILLING	1,658.62
90398	HD FOWLER COMPANY	RETURN TEST BALLS	SOURCE OF SUPPLY	-200.13
	HD FOWLER COMPANY	TEST BALLS	SOURCE OF SUPPLY	200.13
	HD FOWLER COMPANY	TEE, PVC AND HOLE SAW	STORM DRAINAGE	324.27
	HD FOWLER COMPANY	TEST BALLS AND EXTENSION HOSES	SOURCE OF SUPPLY	400.26
90399	HD SUPPLY WATERWORKS	VALVE	WATER DIST MAINS	1,663.32
	HD SUPPLY WATERWORKS	HANCORE PIPE	STORM DRAINAGE	6,248.85
90400	HUMAN SERVICES	LIQUOR BOARD PROFITS/EXCISE TA	NON-DEPARTMENTAL	3,580.93

**CITY OF MARYSVILLE
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
90401	IMPACT PROPERTY MANA	UB 710120000000 8232 STATE AVE	WATER/SEWER OPERATION	230.88
90402	INGRAM, LEAH	REIMBURSE POSTCARD PURCHASE	GENERAL FUND	-2.75
	INGRAM, LEAH		EXECUTIVE ADMIN	34.73
90403	INTOXIMETERS	PATROL SUPPLIES	POLICE PATROL	213.41
90404	IRON MOUNTAIN	ROCK	ROADWAY MAINTENANCE	362.81
	IRON MOUNTAIN		WATER DIST MAINS	362.81
	IRON MOUNTAIN		STORM DRAINAGE	362.81
	IRON MOUNTAIN		STORM DRAINAGE	455.74
	IRON MOUNTAIN		ROADWAY MAINTENANCE	455.74
	IRON MOUNTAIN		WATER DIST MAINS	455.75
90405	JUDD & BLACK	REFRIGERATOR	RECREATION SERVICES	525.62
90406	KLINE, JANICE	UB 090090000000 4730 86TH PL N	WATER/SEWER OPERATION	204.79
90407	KRUGER, JIM	UB 986118000001 6118 51ST ST N	GARBAGE	53.89
90408	LAKE INDUSTRIES	ASPHALT HAUL	SURFACE WATER CAPITAL PF	60.00
90409	LAKWOOD SCHOOL DIST	FACILITY USEAGE FEES-LAKEWOOD	RECREATION SERVICES	147.57
90410	LASTING IMPRESSIONS	EMBROIDERED PATCHES	ER&R	200.91
90411	LAW, LYMAN, DANIEL, KAM	POSTAGE AND COPIES FEES	NON-DEPARTMENTAL	36.25
	LAW, LYMAN, DANIEL, KAM		WASTE WATER TREATMENT F	108.75
90412	LICENSING, DEPT OF	ABDBIKAREEM, DAWOOD (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	ADAMS, DAVID (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	ALLEN, MARK (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	COVERT, BENJAMEN (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	DEHN, KAREN (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	EDDY, ROLAND (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	FULLEN, DENNIS (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	GILL, KYLE (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	GRAAFSTRA, STEVEN (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	HAINES, ALAN (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	HOLLAND, WESLEY (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	KINDER, GENE (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	KING, JUSTIN (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	PAUL, NATHANIAL (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	PAUL, TIFFNY (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	PROCTOR, DAVID (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	ROSSI, DONALD (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	RUMSEY, SUZANNE (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	RUMSEY, THAYNE (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	SANDOVAL, RYAN (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	SANT, RYAN (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	SCHMITT, ALISE (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	SCHMITT, JOHN (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	SMITH, HAROLD (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	STEPHENS, ANGELA (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	STEPHENS, CHARLES (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	TRULUCK, TERRYL (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	WARE, ELIZBETH (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	WOOLLEY, MARK (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MCGUFFEY, FREDERICK (LT RENEWA	GENERAL FUND	21.00
	LICENSING, DEPT OF	MCGUFFEY, KAYLA (LT RENEWAL)	GENERAL FUND	21.00
90413	LINKS TURF SUPPLY	GLOVES	MAINTENANCE	62.99
	LINKS TURF SUPPLY	TEE TOWELS	MAINTENANCE	140.09
90414	LOWES HIW INC	CLAMPS, PAINT AND UTILITY KNIF	ROADWAY MAINTENANCE	12.00
	LOWES HIW INC	WALL CLOCK	PUBLIC SAFETY BLDG.	12.38
	LOWES HIW INC	ANTIFREEZE AND TOOL KIT	ROADWAY MAINTENANCE	92.93
	LOWES HIW INC	HEATER, BASE AND RV ANTIFREEZE	PARK & RECREATION FAC	103.14
	LOWES HIW INC	WALL BOARD	PARK & RECREATION FAC	160.84
	LOWES HIW INC	HAND TOOLS	WATER DIST MAINS	372.38

**CITY OF MARYSVILLE
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
90415	MARYSVILLE PRINTING	WATER PARK BROCHURES	PARK & RECREATION FAC	334.49
	MARYSVILLE PRINTING	FORMS AND BUSINESS CARDS	POLICE PATROL	449.55
90416	MARYSVILLE SCHOOL	FACILITY USEAGE-TMS	RECREATION SERVICES	54.00
	MARYSVILLE SCHOOL	FACILITY USEAGE-MMS	RECREATION SERVICES	81.00
	MARYSVILLE SCHOOL	FACILITY USEAGE-TMS	RECREATION SERVICES	108.00
	MARYSVILLE SCHOOL		RECREATION SERVICES	126.00
90417	MARYSVILLE, CITY OF	UTILITY SERVICE-5300 SUNNYSIDE	SEWER LIFT STATION	54.05
	MARYSVILLE, CITY OF	UTILITY SERVICE-6915 ARMAR ROA	PARK & RECREATION FAC	120.29
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	248.08
	MARYSVILLE, CITY OF	UTILITY SERVICE-5315 64TH ST N	PARK & RECREATION FAC	253.78
	MARYSVILLE, CITY OF	UTILITY SERVICE-6915 ARMAR ROA	PARK & RECREATION FAC	387.32
	MARYSVILLE, CITY OF	UTILITY SERVICE-6120 GROVE STR	LIBRARY-GENL	816.63
	MARYSVILLE, CITY OF	UTILITY SERVICE-6915 ARMAR ROA	PARK & RECREATION FAC	1,457.42
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	2,161.15
	MARYSVILLE, CITY OF	UTILITY SERVICE-1635 GROVE STR	PUBLIC SAFETY BLDG.	2,387.58
90418	MASTEN, DANIEL & EMI	UB 941510000000 1355 BEACH AVE	WATER/SEWER OPERATION	172.38
90419	MASTEN, MARTIN & JAN	UB 910880000002 1909 3RD ST	WATER/SEWER OPERATION	985.68
90420	MCKELLAR PROPERTY	UB 042420170002 9704 64TH DR N	WATER/SEWER OPERATION	26.92
90421	MCLOUGHLIN & EARDLEY	SPOT LIGHTS AND PILLAR MOUNTS	ER&R	-21.67
	MCLOUGHLIN & EARDLEY	STROBE LIGHTS	ER&R	-16.56
	MCLOUGHLIN & EARDLEY		ER&R	209.13
	MCLOUGHLIN & EARDLEY		ER&R	273.61
90422	MIRANDA, TONYA	SPOT LIGHTS AND PILLAR MOUNTS	UTIL ADMIN	50.00
90423	MOTOR TRUCKS	REIMBURSE WFOA MEMBERSHIP DUES	EQUIPMENT RENTAL	117.13
	MOTOR TRUCKS	COMPLETE CHAMBER	EQUIPMENT RENTAL	679.83
	MOTOR TRUCKS	DIAGNOSE, REPAIR AND UPDATE SO	WATER-UTILITIES/ENVIRONM	-50.00
90424	MPI FARMS	FILL STATION PERMIT DEPOSIT RE	WATER/SEWER OPERATION	150.00
	MPI FARMS		CITY CLERK	17.50
90425	NEOPOST USA	POSTAGE METER INK CARTRIDGE	EXECUTIVE ADMIN	17.50
	NEOPOST USA		FINANCE-GENL	17.50
	NEOPOST USA		PERSONNEL ADMINISTRATIO	17.50
	NEOPOST USA		UTILITY BILLING	17.50
	NEOPOST USA		LEGAL - PROSECUTION	17.50
	NEOPOST USA		COMMUNITY DEVELOPMENT-	17.50
	NEOPOST USA		ENGR-GENL	17.50
	NEOPOST USA		UTIL ADMIN	17.50
	NEOPOST USA		POLICE INVESTIGATION	17.50
	NEOPOST USA		POLICE PATROL	17.50
	NEOPOST USA		OFFICE OPERATIONS	17.51
	NEOPOST USA		DETENTION & CORRECTION	17.51
	NEOPOST USA		POLICE ADMINISTRATION	17.51
90426	NORPAC ENTERPRISES	SIGN SHOP SUPPLIES	TRANSPORTATION MANAGEM	581.01
90427	NORTH COAST ELECTRIC	CONNECTOR PLATES	PUMPING PLANT	17.12
	NORTH COAST ELECTRIC	RECEPTICALS AND COVERS	WATER CAPITAL PROJECTS	308.35
90428	NORTHEND TRUCK EQUIP	LIFT GATE REPLACEMENT	EQUIPMENT RENTAL	2,892.02
90429	NORTHUP GROUP	PRE-EMPLOYMENT SCREENING	POLICE ADMINISTRATION	340.00
90430	NORTHWEST YAMAHA	ACCELERATOR CABLES	MAINTENANCE	55.16
90431	OBOM CONSTRUCTION	REMOVE AND REPLACE SIDING-CITY	ADMIN FACILITIES	6,070.74
90432	OFFICE DEPOT	OFFICE SUPPLIES	UTIL ADMIN	36.65
	OFFICE DEPOT		ENGR-GENL	36.66
	OFFICE DEPOT		WATER FILTRATION PLANT	285.99
90433	OGDEN MURPHY WALLACE	LID 71 HEARING EXAMINER SERVIC	ROADS/STREETS CONSTRUC	6,879.88
90434	OZEGOVIC, ALEN	UB 983720690000 3720 69TH DR N	WATER/SEWER OPERATION	50.00
90435	PACIFIC POWER BATTER	BATTERIES	SEWER SERV MAINT	24.42
	PACIFIC POWER BATTER	BATTERY TESTER	TRANSPORTATION MANAGEM	40.26
	PACIFIC POWER BATTER	ROLLUP SHED LIGHTING	STORM DRAINAGE	152.17
	PACIFIC POWER BATTER		UTIL ADMIN	152.18

DATE: 2/26/2014
 TIME: 8:48:00AM

**CITY OF MARYSVILLE
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
90436	PACIFIC POWER PROD.	O'RING AND SEAL	PARK & RECREATION FAC	22.39
	PACIFIC POWER PROD.	DRIVESHAFT AND REAR AXLE	PARK & RECREATION FAC	3,623.96
90437	PAPE MACHINERY	FUEL FILTERS	ER&R	164.69
90438	PARTS STORE, THE	CORE REFUND	EQUIPMENT RENTAL	-29.87
	PARTS STORE, THE	RETURN TIE ROD ENDS	SOLID WASTE OPERATIONS	-2.18
	PARTS STORE, THE	TIE ROD ENDS AND PLIERS	SOLID WASTE OPERATIONS	44.17
	PARTS STORE, THE	FUEL FILTER	EQUIPMENT RENTAL	44.74
	PARTS STORE, THE	FUEL, AIR FILTERS AND ELEC FLA	ER&R	79.57
	PARTS STORE, THE	OIL, AIR FILTERS AND CAR WASH	ER&R	98.68
	PARTS STORE, THE	OIL, FUEL FILTERS AND GLASS CL	ER&R	135.11
	PARTS STORE, THE	STARTER W/CORE CHARGE	EQUIPMENT RENTAL	162.27
	PARTS STORE, THE	OIL, AIR AND TRANS FILTER KITS	ER&R	190.80
	PARTS STORE, THE	AIR AND FUEL FILTERS	ER&R	193.76
90439	PEACE OF MIND	MINUTE TAKING SERVICE	CITY CLERK	136.40
90440	PLANNING & DEVELOP.	2014 SNO CO TOMORROW DUES	NON-DEPARTMENTAL	10,922.00
90441	PNCWA	2014 MEMBERSHIP DUES (8)	UTIL ADMIN	80.00
90442	POLLARDWATER.COM	DECHLORINATORS AND QUICK DISCO	WATER DIST MAINS	4,038.65
90443	PUBLIC FLEET MNGRS	2014 PFMA MEMBERSHIP DUES	EQUIPMENT RENTAL	120.00
90444	PUD	ACCT #2011-4209-8	PARK & RECREATION FAC	15.30
	PUD	ACCT #2023-4068-3	PARK & RECREATION FAC	16.87
	PUD	ACCT #2051-3624-5	SEWER LIFT STATION	30.24
	PUD	ACCT #2024-6103-4	UTIL ADMIN	31.50
	PUD	ACCT #2020-3113-4	PUMPING PLANT	33.39
	PUD	ACCT #2016-6804-3	PARK & RECREATION FAC	43.77
	PUD	ACCT #2024-7643-8	SEWER LIFT STATION	52.24
	PUD	ACCT #2024-9948-9	COMMUNITY EVENTS	61.74
	PUD	ACCT #2026-9433-7	TRANSPORTATION MANAGEM	76.73
	PUD	ACCT #2021-7815-8	SEWER LIFT STATION	78.46
	PUD	ACCT #2020-1258-9	PARK & RECREATION FAC	78.62
	PUD	ACCT #2027-9465-7	TRANSPORTATION MANAGEM	81.63
	PUD	ACCT #2035-6975-1	STORM DRAINAGE	84.35
	PUD	ACCT #2012-2506-7	PARK & RECREATION FAC	95.62
	PUD	ACCT #2022-8858-5	TRANSPORTATION MANAGEM	141.31
	PUD	ACCT #2007-9006-1	PARK & RECREATION FAC	160.17
	PUD	ACCT #2005-7184-2	TRANSPORTATION MANAGEM	166.67
	PUD	ACCT #2000-8403-6	TRANSPORTATION MANAGEM	173.36
	PUD	ACCT #2035-1961-6	NON-DEPARTMENTAL	177.50
	PUD	ACCT #2024-2648-2	PUBLIC SAFETY BLDG.	592.65
	PUD	ACCT #2032-2345-8	PARK & RECREATION FAC	738.72
	PUD	ACCT #2012-4769-9	STREET LIGHTING	833.55
	PUD	ACCT #2023-0972-0	TRAFFIC CONTROL DEVICES	857.91
	PUD	ACCT #2006-2538-2	SEWER LIFT STATION	880.79
	PUD	ACCT #2000-7044-9	TRANSPORTATION MANAGEM	921.12
	PUD	ACCT #2004-7954-1	COMMUNITY CENTER	1,199.34
	PUD	ACCT #2008-2454-8	MAINT OF GENL PLANT	1,298.25
	PUD	ACCT #2011-4725-3	PUMPING PLANT	3,236.20
	PUD	ACCT #2015-7792-1	PUMPING PLANT	3,561.47
	PUD	ACCT #2014-6303-1	PUBLIC SAFETY BLDG.	3,662.78
	PUD	ACCT #2003-0347-7	WATER FILTRATION PLANT	4,679.20
	PUD	ACCT #2020-0499-0	LIBRARY-GENL	5,207.03
	PUD	ACCT #2020-7500-8	WASTE WATER TREATMENT F	7,986.64
	PUD	ACCT #2014-2063-5	WASTE WATER TREATMENT F	10,129.50
	PUD	ACCT #2017-2118-0	WASTE WATER TREATMENT F	17,920.71
90445	PUGET SOUND SECURITY	PADLOCKS	STORM DRAINAGE	78.10
90446	RCA PROPERTIES	UB 986518036000 6518 36TH ST N	WATER/SEWER OPERATION	52.94
90447	REAL PROPERTY MGT O	UB 080809000003 5115 88TH ST N	WATER/SEWER OPERATION	20.52
90448	REAL PROPERTY FUNDIN	UB 984315000000 4315 SUNNYSIDE	GARBAGE	35.44

DATE: 2/26/2014
 TIME: 8:48:00AM

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/20/2014 TO 2/26/2014

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
90449	SCORE	INMATE HOUSING-JAN 2014	DETENTION & CORRECTION	35,815.00
90450	SCOTT, ERIC S	UB 094821000000 4821 145TH PL	WATER/SEWER OPERATION	262.09
90451	SEATTLE TIMES, THE	SUBSCRIPTION RENEWAL	EXECUTIVE ADMIN	75.40
90452	SMOKEY POINT PLANT	FERTILIZER	MAINT OF GENL PLANT	32.57
90453	SNO CO BAR ASSOC	2014 MEMBERSHIP DUES-TREACY, A	LEGAL - PROSECUTION	75.00
90454	SNO CO TREASURER	INMATE PRESCRIPTIONS	DETENTION & CORRECTION	643.62
90455	SNO CO TREASURER	INMATE HOUSING-JAN 2014	DETENTION & CORRECTION	10,880.14
90456	SOUND POWER	CHAIN LOOP	ROADWAY MAINTENANCE	27.04
	SOUND POWER	CHAIN LOOP SYSTEM	PARK & RECREATION FAC	45.50
90457	SOUND PUBLISHING	LEGAL ADS	CITY CLERK	144.84
90458	SOUND SAFETY	JEANS-KEEFE	GENERAL SERVICES - OVERH	47.50
	SOUND SAFETY	JEANS-ROTH	PARK & RECREATION FAC	94.46
	SOUND SAFETY	JACKET W/LOGO	ER&R	98.78
	SOUND SAFETY	EARLPUGS AND GLOVES	ER&R	214.97
	SOUND SAFETY	UNIFORM-PHELPS	PARK & RECREATION FAC	360.14
	SOUND SAFETY	UNIFORM-SZECHENYI	PARK & RECREATION FAC	404.09
	SOUND SAFETY	HARD HATS W/LOGO	ER&R	422.46
90459	SPRINGBROOK NURSERY	SAND	PARK & RECREATION FAC	40.93
90460	SPRINT	PHONE CHARGES	POLICE INVESTIGATION	45.00
90461	STAPLES	OFFICE SUPPLIES	FINANCE-GENL	34.80
	STAPLES		CITY CLERK	39.60
	STAPLES		POLICE PATROL	50.17
	STAPLES		POLICE INVESTIGATION	63.97
	STAPLES		POLICE PATROL	89.27
	STAPLES		CITY COUNCIL	99.60
	STAPLES		PRO ACT TEAM	108.38
	STAPLES		POLICE PATROL	132.43
	STAPLES		LEGAL-GENL	149.06
	STAPLES		UTILITY BILLING	192.86
	STAPLES		POLICE PATROL	208.90
	STAPLES		POLICE PATROL	352.80
90462	STEVENS, KEITH & MEL	UB 031490195001 7508 86TH ST N	WATER/SEWER OPERATION	72.64
90463	STONE, KRISTIAN*	UB 150880000001 4410 126TH PL	WATER/SEWER OPERATION	148.46
90464	SUMMIT LAW GROUP, LL	PROFESSIONAL SERVICES	PERSONNEL ADMINISTRATIO	459.00
90465	THYSSENKRUPP ELEVATO	PREVENTATIVE MAINTENANCE	PUBLIC SAFETY BLDG.	205.17
90466	TORO NSN	TORO SOFTWARE PLAN	MAINTENANCE	134.00
90467	TYACKE, KEN	REIMBURSE CDL ENDORSEMENT FEE	GENERAL SERVICES - OVERH	85.00
90468	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	72.76
90469	US DEPT OF HUD	UB 520560000002 3625 174TH PL	WATER/SEWER OPERATION	2.92
	US DEPT OF HUD		WATER/SEWER OPERATION	10.00
90470	USDA-APHIS-WILDLIFE	ANIMAL AND PLANT HEALTH INSPEC	STORM DRAINAGE	631.93
90471	UTILITIES UNDERGROUN	EXCAVATION NOTICES	UTILITY LOCATING	383.46
90472	VALENCIA, NATALIO	UB 846706000000 6706 81ST DR N	WATER/SEWER OPERATION	21.22
90473	VAN DAM'S ABBEY	REPLACE FLOORING-5TH ST RENTAL	NON-DEPARTMENTAL	1,027.73
90474	VERIZON/FRONTIER	WIRELESS CHARGES	SOLID WASTE CUSTOMER EX	23.69
	VERIZON/FRONTIER		ANIMAL CONTROL	25.93
	VERIZON/FRONTIER		LEGAL-GENL	45.67
	VERIZON/FRONTIER		UTILITY BILLING	47.38
	VERIZON/FRONTIER		GOLF ADMINISTRATION	47.38
	VERIZON/FRONTIER		EQUIPMENT RENTAL	47.38
	VERIZON/FRONTIER		CRIME PREVENTION	50.92
	VERIZON/FRONTIER		YOUTH SERVICES	51.86
	VERIZON/FRONTIER		FINANCE-GENL	54.30
	VERIZON/FRONTIER		PERSONNEL ADMINISTRATIO	54.30
	VERIZON/FRONTIER		WATER SUPPLY MAINS	80.06
	VERIZON/FRONTIER		FACILITY MAINTENANCE	87.08
	VERIZON/FRONTIER		OFFICE OPERATIONS	103.72

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/20/2014 TO 2/26/2014

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
90474	VERIZON/FRONTIER	WIRELESS CHARGES	LEGAL - PROSECUTION	108.70
	VERIZON/FRONTIER		PARK & RECREATION FAC	125.37
	VERIZON/FRONTIER		COMPUTER SERVICES	131.52
	VERIZON/FRONTIER		EXECUTIVE ADMIN	141.71
	VERIZON/FRONTIER		RECREATION SERVICES	172.75
	VERIZON/FRONTIER		DETENTION & CORRECTION	181.51
	VERIZON/FRONTIER		ENGR-GENL	212.76
	VERIZON/FRONTIER		POLICE INVESTIGATION	220.88
	VERIZON/FRONTIER		COMMUNITY DEVELOPMENT-	229.53
	VERIZON/FRONTIER		WASTE WATER TREATMENT F	248.65
	VERIZON/FRONTIER		STORM DRAINAGE	253.22
	VERIZON/FRONTIER		GENERAL SERVICES - OVERF	362.92
	VERIZON/FRONTIER		POLICE ADMINISTRATION	446.60
	VERIZON/FRONTIER		UTIL ADMIN	963.54
	VERIZON/FRONTIER		POLICE PATROL	2,968.13
90475	VERIZON/FRONTIER	PHONE CHARGES-MP14-1124	POLICE INVESTIGATION	100.00
90476	VINYL SIGNS & BANNER	PARK HOUR SIGNS	PARK & RECREATION FAC	342.09
90477	VISCO, INC.	STREET LIGHT BASE	CITY STREETS	-269.35
	VISCO, INC.		STREET LIGHTING	3,401.35
90478	W J WHATLEY, INC.	POLES AND MAST ARMS	CITY STREETS	-226.18
	W J WHATLEY, INC.		STREET LIGHTING	2,856.18
90479	WALRATH TRUCKING	BUNKER SAND TRUCKING	MAINTENANCE	528.89
90480	WATTS, ED	UB 551460000001 3427 177TH PL	WATER/SEWER OPERATION	158.19
90481	WEED GRAAFSTRA	STATE AVE 116TH-136TH	GMA - STREET	4,368.00
90482	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	POLICE INVESTIGATION	194.99
90483	WHITE CAP CONSTRUCT	FUEL CANS	PARK & RECREATION FAC	157.96
90484	WHITE, JODIE	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
90485	WIDE FORMAT COMPANY	WIDE FORMAT SCANNER RENTAL	UTIL ADMIN	106.43

WARRANT TOTAL:

357,298.90

REASON FOR VOIDS:

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

Index #4

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

CITY COUNCIL MEETING DATE: March 17, 2014

AGENDA ITEM: Contract Award – Comeford Park Spray Park	
PREPARED BY: Jeff Laycock, Project Manager	DIRECTOR APPROVAL:
DEPARTMENT: Public Works, Engineering	
ATTACHMENTS: Certified Bid Tabulation	
BUDGET CODE: 31000076.563000, P1201	AMOUNT: \$X

SUMMARY:

The project will construct a new spray park facility at Comeford Park.

The project was advertised for a March 6, 2014 bid opening. The City received X bids as shown on the attached bid tabulation. The low bidder was X at a total cost of X. The project was estimated at X. References have been checked and found to be satisfactory.

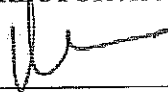
Contract Bid (Includes Sales Tax):	\$X
<u>Management Reserve:</u>	<u>\$X</u>
Construction Total:	\$X

RECOMMENDED ACTION:
Staff recommends that Council authorize the Mayor to award the bid for the Comeford Park Spray Park contract to X in the amount of \$X including Washington State Sales Tax and approve a management reserve of \$X for a total allocation of \$X.

Index #5

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

CITY COUNCIL MEETING DATE: March 17, 2014

AGENDA ITEM: Police Evidence Building Expansion	
PREPARED BY: Kyle Woods, Engineering Technician	DIRECTOR APPROVAL: 
DEPARTMENT: Public Works, Engineering	
ATTACHMENTS: Vicinity Map, Bid Proposal	
BUDGET CODE: TBD	AMOUNT: \$103,930.20

SUMMARY:

The Police Evidence Building Expansion Project includes an addition of approximately 3100 square feet of storage space onto the existing evidence storage building. The addition will address current covered storage needs for the storage of evidence.

The project was advertised for a November 22, 2013 bid opening. One bid was received as shown on the attached bid proposal. The low bidder was Obom Construction at 103,930.20 including sales tax. References have been checked and found to be satisfactory.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to award the bid for the Police Evidence Building contract to Obom Construction in the amount of \$103,930.20 including Washington State Sales Tax.

PROPOSAL

2/7/14

OBOM CONSTRUCTION **Licensed & Bonded= OBOMCC*9210H**
 2802 Hoyt. Ave. #502
 Everett, WA. 98201
 (360)631-0459 Cell.

City of Marysville Police Evidence Building. Marysville, WA.

	Description of work	EXCLUSIONS	Amount
	<p>Remove asphalt from foot print of addition. Pour concrete with thicken edge and rebar. Frame north walls and roof with one hour fire rating. Frame south wall and front wall to plans. Remove gutter and tie shed roof into overhang. All metal siding and roofing to match existing. Tie into existing downspout drains. Patch asphalt around new concrete. Install lighting and outlets from existing panel. Install new Gutters on north side and south side of addition. Install 2 8x16 garage doors metal. All asphalt and dirt to be hauled to public works. Remove fence and reinstall.</p> <p>ANY ADDITIONAL WORK WILL BE BILLED TIME AND METERIAL AT A RATE OF \$65 hr. THANK YOU</p>		<p>\$95,700.00 Plus tax</p>

Index #6

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: March 3, 2014

AGENDA ITEM: Emergency Agreement for Inmate Housing with South Correctional Entity (SCORE)	AGENDA SECTION:	
PREPARED BY: Wendy Wade, Support Services Commander	AGENDA NUMBER:	
ATTACHMENTS: Emergency Agreement for Inmate Housing Contract	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

This agreement extends the emergency contract for inmate housing with South Correctional Entity (SCORE). The current agreement expired on January 31, 2014. This agreement will expire on May 31, 2014.

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

RECOMMENDED ACTION: Staff recommends that council authorize the Mayor to sign the SCORE agreement for jail services.
COUNCIL ACTION:

EMERGENCY AGREEMENT FOR INMATE HOUSING -- 2014

THIS INTERLOCAL AGREEMENT FOR INMATE HOUSING (hereinafter "Agreement") is made and entered into by and between the **South Correctional Entity**, a governmental administrative agency formed pursuant to RCW 39.34.030(3) ("SCORE") and City of Marysville, a municipal corporation organized under the laws of the State of Washington (hereinafter the "City," and together with SCORE, the "Parties" or individually "Party").

This Agreement is made in accordance with chapters 39.34.080, 39.34.180, and 70.48 of the Revised Code of Washington ("RCW") for the purpose of establishing the terms and conditions pursuant to which the City will transfer custody of certain inmates to SCORE to be housed at SCORE's correctional facility.

In consideration of the mutual covenants, conditions, and promises contained herein, the Parties hereto mutually agree as follows:

1. Purpose and Term. The purpose and intent of this Agreement is to establish the terms for emergency inmate housing under which SCORE will house certain inmates of the City for the period from the termination of the previous housing agreement through May 31, 2014.

2. Definitions.

Business Day – Monday through Friday excluding SCORE observed holidays.

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

Credit for Time Served – credit authorized by the sentencing court against the number of days to be served in confinement.

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

City Inmate – a person subject to City custody who is transferred to SCORE's custody under this Agreement.

Good Time – Time earned by Inmates for good behavior while in custody. Good Time will be awarded at the conclusion of an Inmate's sentence and will comply with restrictions imposed by RCW 9.92.151

Inmate – persons transferred to SCORE's custody to be housed at the SCORE Facility, which shall include City Inmates.

Member City – shall have the meaning set forth in the Amended and Restated SCORE Interlocal Agreement dated as of October 1, 2009 among the Cities of Auburn, Burien, Des Moines, Federal Way, Renton, SeaTac and Tukwila, Washington, as amended from time to time.

SCORE Facility – the correctional facility operated by SCORE located at 20817 17th Avenue South, Des Moines, WA 98198.

Specialty Housing – Inmates classified and held within specialty populations, either in medical or mental health housing, or other Specialty Housing such as administrative segregation.

3. General Provisions. SCORE shall accept City Inmates according to the terms of this Agreement and shall provide housing, care, and custody of those City Inmates

pursuant to SCORE policies and procedures and in the same manner as it provides housing, care and custody to other Inmates.

SCORE shall manage, maintain, and operate the SCORE Facility in compliance with all applicable federal, state, and local laws and regulations.

4. Right to Refuse or Return City Inmate. To the greatest extent permitted by law, SCORE shall have the right to refuse to accept a City Inmate or to return a City Inmate to the City if the City Inmate has a current illness or injury that is listed in **Attachment A – Medical Acceptability**, or in the reasonable judgment of SCORE presents a substantial risk of escape, or of injury to self or other persons or property, or of adversely affecting or significantly disrupting the operations of the SCORE Facility. SCORE shall provide notice to the City at least one business day prior to transport if a City Inmate is being returned to the City. The cost of transport shall be paid by the City.

5. Inmate Transport. The City is responsible for the transportation of City Inmates to the SCORE Facility, including costs associated therewith. SCORE will provide transportation upon release to either the closest Member City of arrest, or the Member City of residence, whichever is closer, unless confirmed transportation is available at the time of release. The City will also designate drop-off locations within their jurisdiction for this purpose that are mutually acceptable.

6. Inmate Medical Records. Should a City Inmate receive medical care for injuries or illness at the time of arrest, and prior to booking at the SCORE Facility, the City shall provide copies of medical records documenting such medical care to SCORE at the time of booking if the City has access to such records. SCORE may require these records to determine if City Inmates meet conditions identified in **Attachment A – Medical Acceptability**. If the City cannot provide such records, SCORE, in its sole discretion, may refuse to accept a City Inmate.

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

8. Booking. City Inmates shall be booked pursuant to SCORE's booking policies and procedures.

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

9. Classification. City Inmates shall be classified pursuant to SCORE's classification policies and procedures, and within the sole discretion and judgment of SCORE. The City shall provide information regarding each City Inmate as specified in **Attachment C – Classification**.

10. Housing. City Inmates shall be assigned to housing pursuant to SCORE's policies and procedures, and within the sole discretion and judgment of SCORE.

11. Inmate Work Programs. SCORE may assign City Inmates to work programs such as inside and outside work crews, kitchen and facility duties, and other appropriate duties pursuant to SCORE's policies and procedures and within the sole discretion and judgment of SCORE.

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

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

SCORE shall notify the City's designee(s) via electronic means, including e-mail or fax, at the notice address identified in this Agreement if a City Inmate requires medical, mental health, dental, or other medical services at an outside medical or health care facility. The City shall be responsible to promptly notify SCORE of any changes in its designee(s).

SCORE shall notify the City within a reasonable time period before the City Inmate receives medical, mental health, dental or any other medical services outside of the SCORE Facility. The City acknowledges that such notice may not be reasonably possible prior to emergency care.

The City shall pay for all medical, mental health, most pharmaceuticals, dental or any other medical services that are required to care for City Inmates outside of the SCORE Facility. Pharmaceutical prescribed for the treatment of Hepatitis, HIV, and biologics are not covered within the daily rate. Lack of prior notice shall not excuse the City from financial responsibility for related medical expenses, and shall not be a basis for imposing financial responsibility for related medical expenses on SCORE. SCORE shall bear the expense of any such medical care necessitated by improper conduct of SCORE, or of its officers or agents.

If a City inmate is admitted to a hospital, the City will be responsible for hospital security unless other arrangements are made with SCORE. SCORE may provide hospital security services for an additional charge if staff is available.

Outside medical expenses for City Inmates housed on behalf of more than one jurisdiction shall be the sole responsibility of the City, which will be solely responsible to recoup these expenses from other jurisdictions.

13. Inmate Discipline. SCORE shall discipline City Inmates according to SCORE policies and procedures and in the same manner which other Inmates are disciplined; provided, however, nothing contained herein shall be construed to authorize the imposition of a type of discipline that would not be imposed on a comparable Inmate, up to and including the removal of earned early release credits as approved by the City.

14. Removal from the SCORE Facility. Except for work programs or health care, and during emergencies, City Inmates shall not be removed from the SCORE Facility without written authorization from the City or by the order of a court of competent jurisdiction. Other jurisdictions may "borrow" a City Inmate only according to the provisions of **Attachment D – Borrowing.** In the event of the City Inmate's emergency removal, SCORE shall notify the City by electronic means, including e-mail or fax, as soon as

reasonably possible. No early release or alternative to incarceration, home detention, or work release shall be granted to any Inmate without written authorization by the committing court.

15. Visitation. SCORE shall provide reasonable scheduled visitation for attorneys, spouses, family and friends of City Inmates. Inmate visitation by friends and family will be accessible via video connection by third party provider at off-site locations for an access fee. Complimentary video access is available at the SCORE facility. Off-site professional visits (legal and religious) will be provided without additional costs to the City.

16. Inmate-Attorney Communication. Confidential telephones or visitation rooms shall be available to City Inmates to communicate with their legal counsel. City will provide to SCORE any numbers inmates should use to reach legal counsel.

17. Inmate Accounts. SCORE shall establish and maintain a non-interest bearing account for each City Inmate. SCORE shall ensure family members and others have a reasonable process to add funds to a City Inmate's account. Upon returning custody of a City Inmate to the City, SCORE shall transfer the balance of that City Inmate's account that is not subject to charges, to the City Inmate or to the City in the form of cash, check, debit card or other agreed upon methods in the name of the City Inmate.

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

18. Detainers. Inmates in a "Detainer" status shall be handled according to **Attachment E – Warrants/Other Court Orders/Detainers.**

19. Releases. Inmates will be released in accordance with **Attachment F – Inmate Release.**

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

20. Jail Sentence Calculations. SCORE will award Good Time credits for Inmates in custody in accordance with state law and any policies adopted by SCORE. City is responsible to notify SCORE of any credit days awarded for time served by use of court commitment forms.

21. Release of Holds and Court Appearances. If a court of limited jurisdiction of the City releases a hold on a City Inmate still incarcerated at the SCORE Facility, SCORE will not facilitate further court appearances of that City Inmate except if the City wishes to use the video arraignment system at the SCORE Facility. In such case, there will be a twenty-five dollar (\$25) hearing fee assessed per video appearance for court matters for which the inmate is not being held.

22. Escape. If a City Inmate escapes SCORE's custody, SCORE shall notify the City as soon as reasonably possible. SCORE shall use all reasonable efforts to pursue and regain custody of escaped City Inmates.

23. Death. If a City Inmate dies while in SCORE custody, SCORE shall notify the City as soon as reasonably possible. The King County Medical Examiner shall assume custody

of the City Inmate's body. Unless another agency becomes responsible for investigation, SCORE's Member Cities shall investigate and shall provide the City with a report of its investigation. The City may participate in the investigation. If another agency becomes responsible for investigation, SCORE shall serve as a liaison or otherwise facilitate the City's communication with and receipt of reports from the other agency.

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

24. Reporting Requirements. SCORE will work with the City to provide access to jail management systems that provide statistical information about Inmates. Other reports may be available within standard workload limitations.

25. City's Right of Inspection. The City shall have the right, upon reasonable advance notice, to inspect the SCORE Facility at reasonable times. During such inspections, the City may interview City Inmates and review City Inmates' records. The City shall have no right to interview Inmates housed for other jurisdictions or to review their records, unless City is properly authorized to do so by the Inmate or the other jurisdiction.

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

27. Bed Rate. In consideration of SCORE's commitment to emergency housing of City Inmates, the City shall pay SCORE based upon the rates and other applicable fees or charges stated in this Agreement, in an amount not to exceed \$10,000 (or other limit as allowed by City policy) from the expiration of the previous emergency contract until May 31, 2014.

Non-Guaranteed Bed Rate: \$135

The above referenced Non-Guaranteed Bed Rate (the "Daily Rate") is based on available space at the SCORE Facility. All contract rates are established to recover full cost of services. Daily Rates for the following year will be based upon actual expenses from the period of April 1 – March 31 of each calendar year. An estimate of the Daily Rates will be provided by July 1 of each year for the following year.

28. Specialty Housing Surcharge. Should the City have Inmates that are in medical housing for more than 24 hours, SCORE may charge and a medical housing surcharge of \$50 for each and every calendar day.

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

SCORE shall provide said statement for each month on or about the 15th day of the following month. Payment shall be due to SCORE within 30 days from the date the bill is received. SCORE may bill the City electronically. Payments not received by the 30th day shall bear interest at the rate of one percent per month until payment is received.

The Daily Rate for City Inmates housed on charges from multiple agencies will be divided equally among those agencies.

30. Billing and Dispute Resolution. Withholding of any amount billed or alleging that any Party is in violation of any provision of this Agreement shall constitute a dispute, which shall first attempt to be resolved as follows, and as a mandatory predicate to termination as provided in Section 36.C:

For billing and other disputes:

A. City must provide written notice of dispute to SCORE within 60 days of billing and other disputed charges.

B. SCORE shall respond in writing to such disputes within 60 days of receipt of such disputes.

C. For both billing and other types of disputes, SCORE and the City shall attempt to resolve the dispute by negotiation. If such negotiation is unsuccessful, either party may refer the dispute to the SCORE Operations Board for resolution. The decision of the SCORE Operations Board is the final internal administrative remedy the City must exhaust before pursuing other contractual, legal, equitable, or alternative dispute resolutions.

31. Operations Board Representatives. In accordance with the SCORE Interlocal Agreement, Section 6, Subsection A, membership of the Operations Board will include two (2) at-large members selected, by majority vote, of the contract agencies to represent the contract agencies. At the time set for election of the at-large members, only the representatives of the contract agencies, then in attendance, will participate in the election of at-large members. The at-large members shall serve one-year terms, unless otherwise determined by the majority vote of the Operations Board. The purpose and duties of the Operations Board shall be established by the Administrative Board.

32. Duration of Agreement. The duration of this Agreement shall be from January 14, 2014, at 12:00 A.M. and shall end at 11:59 P.M., on May 31, 2014 unless otherwise terminated in accordance with Section 35 of this Agreement. This Agreement may be renewed for any successive period by written addendum under terms and conditions acceptable to SCORE and the City.

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

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

performance or non-performance of SCORE's services, duties, and obligations under this Agreement.

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

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

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

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

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

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

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

36. Termination.

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

B. **Imperiling Conditions:** The City shall have the right to terminate this Agreement where: 1) conditions and/or circumstances at the SCORE Facility present an imminent risk of serious injury or death to the City's Inmates ("Imperiling Conditions"); 2) the City has sent SCORE written notice by certified mail, return receipt requested describing with reasonable specificity the Imperiling Conditions; and 3) SCORE has failed to cure the Imperiling Conditions within a reasonable period of time, which, unless the parties agree in writing to a longer period, shall be no more than 45 days after SCORE

receives the City's notice. Termination pursuant to this section 34(B) shall be effective if and when: 1) after at least 45 days, SCORE has not cured the Imperiling Condition(s); and 2) the City has removed its Inmates; and 3) the City has given SCORE formal written notice of final termination pursuant to this Section 36.B.

C. **Material Breach:** Subject to compliance with Section 30 above, either party shall have the right to terminate this Agreement if: 1) the other party is in material breach of any term of this Agreement; 2) the terminating party has sent the breaching party written notice of its intent to terminate this Agreement under this section by certified mail, return receipt requested describing with reasonable specificity the basis for the termination; and 3) the breaching party has failed to cure the breach within 90 days, unless the parties agree in writing to a longer cure period.

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

38. Equal Opportunity. Neither party shall discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, veterans and military status, political affiliation or belief or the presence of any sensory, mental or physical handicap in violation of any applicable federal law, Washington State Law Against Discrimination (chapter 49.60 RCW) or the Americans with Disabilities Act (42 USC 12110 *et seq.*). In the event of the violation of this provision, the other party may terminate this Agreement as provided in Sections 30 and 36 above.

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

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

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

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

43. Approval and Filing. Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of each party. The attested signatures of the authorized signatory(ies) and SCORE Presiding Officer below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed pursuant to RCW 39.34.040.

44. General Provisions. Unless otherwise agreed in writing executed by both parties, on and after March 1, 2013, and so long as this Agreement remains in effect, this document constitutes the entire Agreement between the City and SCORE under which SCORE houses City Inmates, and no other oral or written agreements between the parties shall affect this Agreement.

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

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

This Agreement may be executed in any number of counterparts.

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

TO CONTRACT AGENCY:

[Redacted address information for the Contract Agency]

TO SCORE: Director
20817 17th Avenue South
Des Moines, Washington 98198
Phone: (206) 257-6200
Fax: (206) 257-6310

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

SIGNATURE BLOCKS	
Agency: _____	South Correctional Entity
By: _____	By: _____
Printed: _____	Printed: _____
Title: _____	Title: Presiding Officer
Date: _____	Date: _____

ATTACHMENT A
MEDICAL ACCEPTABILITY

SCORE shall determine the medical and mental acceptability of Inmates for booking or housing using the following guidelines. However, final acceptance is based upon approval of medical staff at the time of booking. Excluding criteria include but are not limited to:

1. Signs of untreated broken bones or dislocated joints.
2. Any injury or illness requiring emergency medical treatment.
3. Unconsciousness.
4. Inmates unable to stand and walk under their own power, unless they normally use an assistive device, such as a wheelchair, for mobility.
5. Bed bound individuals.
6. Individuals with attached IV or requiring IV medications.
7. Individuals requiring the use of oxygen tanks.
8. AMA (Against Medical Advice) from the hospital.
9. Individuals having had major invasive surgery within the last 72 hours. Non-invasive surgery such as oral surgery, laser-eye surgery and minor surgery may be evaluated on a case by case basis.
10. Wounds with drainage tubes attached.
11. Persons with Alzheimer's, dementia or other psychological conditions to the point where the Inmate cannot perform activities of daily living ("ADL's") or who do not have the capacity to function safely within a correctional environment.
12. Persons who are diagnosed as developmentally delayed and who do not have the capacity to function safely within a correctional environment or who cannot perform ADL's.
13. Persons undergoing chemotherapy and/or radiation treatment.
14. Persons undergoing dialysis.
15. Persons with suicidal ideations or gestures within the past 72 hours.
16. Persons, if prescribed, who have not taken psychotropic medications for at least 72 hours.
17. Persons who have by self-disclosure, admitted to attempting suicide within the last 30 days.
18. Persons who have attempted suicide during their current incarceration.
19. Persons displaying current psychotic episode.

ATTACHEMENT B
PROPERTY

SCORE will only accept Inmate property as follows:

1. The property shall be sealed in a single property bag no larger than a common paper grocery bag.
2. Money, valuables, and medications shall be placed in a clear envelope and sealed within the Inmate's property bag.
3. Checks and documents (court, warrants, etc.) shall be attached to the outside of the property bag.
4. SCORE will not accept or transport the following:
 - a) Backpacks, suitcases, etc.
 - b) Unpackaged food products or food products in packaging that has been opened.
 - c) Any type of weapon (includes pocket knives).
 - d) Liquids.
 - e) Helmets or any kind.
 - f) Any items that will not fit into the property bag.
 - g) Material deemed to be contraband.

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

ATTACHMENT C
CLASSIFICATION

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

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

ATTACHMENT D**BORROWING**

One contracting agency may "borrow" another contracting agency's Inmate as follows:

1. If a contracting agency requests the transport of another contracting agency's Inmate from SCORE the requesting agency must notify each agency with rights to custody of the Inmate, and if each agency with rights to custody of the Inmate notifies SCORE in writing (e-mail) of its approval, SCORE shall provide the requested transport to the requesting agency. SCORE will complete a custody transfer form that lists all outstanding detainees. The custody transfer paperwork will accompany the Inmate.
2. Once custody of the Inmate has been transferred to the requesting agency, it is the responsibility of the requesting agency to determine whether the Inmate shall be returned to the custody of SCORE, and if so, the requesting agency shall make all necessary and proper arrangements with SCORE and any agency with rights to custody of the Inmate, for the Inmate's return according to the terms of this Agreement. The requesting agency, to the full extent permitted by law, defend, indemnify, save and hold harmless SCORE as provided in Section 34 of the Agreement.
3. SCORE will not track the Inmate once he or she has left SCORE's facility.
4. If the Inmate is returned to the custody of SCORE, the requesting agency shall provide SCORE with sentencing/charge information. The requesting agency shall supply all pre-sentence, and post-sentence paperwork from agreeing agencies that authorized the borrowing of the Inmate. This will aid SCORE in determining split billing and release dates.
5. SCORE will transport the Inmate only to an agency that also contracts with SCORE for Inmate housing.

ATTACHMENT E**WARRANTS/OTHER COURT ORDERS/DETAINERS**

The following shall apply to City Inmates who are subject to warrants from other jurisdictions or to other court orders for confinement or detainers:

1. When receiving a City Inmate, the Booking Officers shall review all paperwork provided by the City for all grounds to hold the Inmate.
2. Prior to releasing a City Inmate, SCORE shall check the NCIC and WACIC systems to determine if the Inmate is subject to any valid warrants or other detainers.
 - a) If the Inmate is subject to a warrant that is limited to King County, SCORE will, upon receiving written permission (e-mail) from the City, transport the Inmate to the custodial agency for the jurisdiction that issued the warrant. However, SCORE will not assume responsibility to serve any such warrants.
 - b) If the City Inmate is subject to a warrant from a western Washington jurisdiction outside King County, SCORE will either process the Inmate for transfer on the Cooperative Transport Chain or provide transfer to a jurisdiction that participates in Cooperative Transport Chain.
 - c) If the City Inmate is subject to a warrant from an eastern Washington jurisdiction, SCORE will send the Inmate to a jurisdiction that participates in the Cooperative Transport Chain.
 - d) If, upon return from SCORE to the City, the Inmate is subject to a warrant that provides for statewide extradition, SCORE will either transport the Inmate to the detention/correction facility in King County designated by the agency/jurisdiction that issued the warrant if it is in King County, or will send the Inmate to the agency/jurisdiction that issued the warrant on the Mini-Chain.
3. City Inmates who have or are subject to Immigration and Custom Enforcement (ICE) detainers shall be transferred to ICE upon release from SCORE.

ATTACHMENT F**INMATE RELEASE**

SCORE personnel will release City Inmates as follows:

1. To the City for return to the Inmate's residence or closest Member City of arrest.
2. City Inmates for whom bail is posted, or who otherwise have a right to be released may:
 - a) Choose to remain in custody, by signing written waiver, and return to City by the regularly scheduled transport.
 - b) Be released to a family member or friend with confirmed transportation.
 - c) Be released via private taxi.

Index #9

CITY OF MARYSVILLE AGENDA BILL**EXECUTIVE SUMMARY FOR ACTION****CITY COUNCIL MEETING DATE: 3/3/14**

AGENDA ITEM: Professional Services Agreement between City of Marysville and Kevin McDonald	
PREPARED BY: Gloria Hirashima, Chief Administrative Officer	DIRECTOR APPROVAL:
DEPARTMENT: Executive	
ATTACHMENTS: Proposed Agreement for Hearing Examiner Services	
BUDGET CODE:	AMOUNT:

SUMMARY:

The proposed agreement establishes a professional services agreement between the City and Kevin McDonald for hearing examiner services. Kevin McDonald has served as the City's Deputy Hearing Examiner since 2006, working for McConnell/Burke through 2013 and has provided hearing services to the City through that period. Due to the retirement of Ron McConnell in 2013, the contract for services will now be directly with Mr. McDonald.

RECOMMENDED ACTION:

Staff recommends that City Council approve the professional services agreement for hearing examiner services.

HEARING EXAMINER AGREEMENT BETWEEN KEVIN MCDONALD AND CITY OF MARYSVILLE

THIS AGREEMENT is entered into on the date last below written between the CITY OF MARYSVILLE, WASHINGTON (“City”) and Kevin McDonald, (“the Hearing Examiner”).

WHEREAS, the City desires to retain the services of a Hearing Examiner; and

WHEREAS, the City has passed Ordinance 2852 creating the Office of the Hearing Examiner under the Marysville Municipal Code, Chapter 22G.060, to establish a quasi-judicial hearing system which will ensure procedural due process and appearance of fairness in regulatory hearings; to provide greater separation of the administration of land use regulations from the formulation of land use policy; and to provide an efficient and effective process utilizing a qualified professional hearing examiner for hearing and determining such matters as may be committed to the hearing examiner’s jurisdiction; and

WHEREAS, the Hearing Examiner has represented to the City that the Hearing Examiner is in compliance with the professional registration statutes of the State of Washington, and has signified a willingness to furnish Hearing Examiner services to the City; Now, therefore,

WHEREAS the City is therefore prepared to engage the services of the Hearing Examiner to provide the necessary Hearing Examiner Services; and

IN CONSIDERATION of the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

1. Services by Hearing Examiner. The City hereby retains the Hearing Examiner to perform the professional services described in the scope of work which is attached hereto as Exhibit A, and incorporated herein by reference. The Hearing Examiner shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this Agreement.

2. Compensation.

2.1 In consideration of the Hearing Examiner performing the services under the Scope of Work, the City agrees to pay the Hearing Examiner \$140.00 per hour for all work performed. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the services.

2.2 The Hearing Examiner shall maintain time and expense records and provide them to the City, along with invoices for services rendered, in a timely manner and in a format acceptable to the City for work performed to the date of the invoice.

2.3 Invoices shall be submitted no more frequently than once per month. All

invoices shall be paid by the City within 30 days of receipt of a proper invoice, unless the City gives notice that the invoice is in dispute.

2.4 The Hearing Examiner shall keep time, expense, billing, and other business records pertaining to this Agreement available for inspection by City representatives during the Hearing Examiner's normal business hours for three (3) years after final payment. Copies shall be made available upon the City's request. The copies will be provided without cost if required to substantiate any billing of the Hearing Examiner, but the Hearing Examiner may charge the City for copies requested for any other purpose.

2.5 If the Hearing Examiner proposes to alter the hourly rate, notice shall be given to the City not less than ninety days prior to the effective date of the new hourly rate.

3. Discrimination and Compliance with Laws.

3.1 The Hearing Examiner agrees not to discriminate against any employee or applicant for employment or any other person in performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstances prohibited by federal, state, or local law or ordinance, except for a bone fide occupational qualification.

3.2 The Hearing Examiner shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

3.3 Violation of this Paragraph 3 shall be a material breach of this Agreement and grounds for cancellation, termination or suspension of this Agreement by the City, in whole or in part, and may result in ineligibility for further work for the City.

4. Term and Termination of Agreement.

4.1 This Agreement shall commence on the date of signature and remain in effect until terminated as herein provided.

4.2 This Agreement may be terminated by the City, without cause, upon ninety (90) days written notice. This Agreement may be terminated by the Hearing Examiner, without cause, upon ninety (90) days written notice. In the event of termination, all finished or unfinished documents, reports, or other material or work of the Hearing Examiner, pursuant to this Agreement, shall be submitted to the City, and the Hearing Examiner shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination.

5. Notices. All notices affecting the terms of this Agreement shall be in writing and shall be given in person, by US mail, or by courier services with confirmation of receipt, to the addresses set forth below:

Hearing Examiner:

Kevin McDonald
617 B Federal Avenue East
Seattle, WA 98102
206-941-9984
kdm617b@msn.com

City:

Gloria Hirashima
 Chief Administrative Officer/Community Development Director
 1049 State Avenue
 Marysville, WA 98270

6. Ownership of Work Products. The City shall keep the official record in each Hearing Examiner matter and all primary copies of exhibits. The Hearing Examiner shall possess only secondary, working copies of all data, materials, reports, memoranda and any other documents or recordings developed under this Agreement. Upon notice of termination, consistent with Section 4 above, the Hearing Examiner shall complete any outstanding, unfinished matter within 90 days and consistent with state law. All completed decisions shall become the property of the City. The City agrees that if it uses products prepared by the Hearing Examiner for purposes other than those intended in this Agreement, it does so at its sole risk and it agrees to hold the Hearing Examiner harmless from such use. Upon termination of this Agreement, the Hearing Examiner shall return any working copies in her possession, as requested by the City, but shall be entitled to retain attorney work product.

7. General Administration and Management. For matters involving land use decisions or appeals, the City of Marysville Community Development Director, or their designee, shall be responsible for coordinating the work of the Hearing Examiner, shall provide any necessary information for and direction of the Hearing Examiner's services in order to ensure that such services meet the requirements of this Agreement, and shall be responsible for reviewing, monitoring, and approving the quality of such work. For matters involving administrative appeals, the City Clerk shall be responsible for coordinating the work of the Hearing Examiner. The parties understand that the Hearing Examiner will work independently and without direct supervision and that the only direction provided by the City will be administrative in nature.

8. Disputes. Any dispute concerning questions of fact in connection with the work not disposed of by agreement between the Hearing Examiner and the City shall be referred for resolution to a mutually acceptable mediator. The parties shall each be responsible for one-half of the mediator's fees and costs.

9. Legal Representation. Except in cases where the City elects to appeal or challenge an action or decision of the Hearing Examiner, the City will actively represent the Hearing Examiner and defend any and all legal challenges to or appeals of any action taken and/or decision rendered by the Hearing Examiner when acting within the scope of the quasi-judicial duties called for by this Agreement, to the same extent as it would for any other City quasi-judicial decision-maker. The costs of such legal representation shall not be charged to the Hearing Examiner as long as the action taken, and/or the decision rendered, are within the scope of the quasi-judicial duties called for in this Agreement.

The City reserves the right to settle any such appeal or legal challenge to any such action or decision in any manner deemed appropriate by the City, with or without consulting with or obtaining the consent of the Hearing Examiner. In the event that any action taken, and/or decision rendered, is determined to be outside the scope of the Hearing Examiner's quasi-judicial duties, the City shall have no obligation to represent or defend the Hearing Examiner or any action taken, and/or decision rendered, and the Hearing Examiner's indemnity obligations set forth in this Agreement shall apply.

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

10.1 The Hearing Examiner's obligations to indemnify, defend, and hold harmless shall not extend to injuries, sickness, death, or damage caused by, or resulting from the sole willful misconduct or sole negligence of the City, its officers, agents or employees; and

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

10.3 The City agrees to hold harmless, indemnify and defend the Hearing Examiner from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the City, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the City, its officers, agents or employees in connection with the services required by this Agreement, provided, however, that the City's obligation to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the Hearing Examiner.

11. City Business License. The Hearing Examiner has obtained, or agrees to obtain, a business license from the City prior to commencing to perform any services under this Agreement. The Hearing Examiner will maintain the business license in good standing throughout the term of this Agreement.

12. Subletting or Assigning Agreement. Neither the City nor the Hearing Examiner shall assign or subcontract any rights, duties or interests accruing from this Agreement without the express prior written consent of the other.

13. Simultaneous Agreements. Both the City and the Hearing Examiner acknowledge that the City may enter into a simultaneous agreement with another provider who would furnish Hearing Examiner Pro Tem services.

14. Further Support. The City makes no commitment and assumes no obligations for the support of the Hearing Examiner's activities except as set forth in this Agreement.

15. Independent Contractor. The Hearing Examiner is, and shall be at all times during the term of this Agreement, an independent contractor. The City shall not be liable for, nor obligated to pay to the Hearing Examiner, or any employee of the Hearing Examiner, sick leave, vacation pay, overtime or any other benefit applicable to employees of the City, nor to pay or deduct any social security, income tax or other tax from the payments made to the Hearing Examiner which may arise as an incident of the Hearing Examiner performing services for the City. The City shall not be obligated to pay industrial insurance for the services rendered by the Hearing Examiner.

16. Compliance and Governing Law. The Hearing Examiner shall, at all times, comply with all applicable federal, state, and local laws, rules, ordinances, and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

17. Non-Waiver. Payment for any part of the work or services by the City shall not constitute a waiver by the City of any remedies of any type it may have against the Hearing Examiner for any breach of the Agreement by the Hearing Examiner, or for failure of the Hearing Examiner to perform work required of it under the Agreement with the City. Waiver of any right or entitlement under this Agreement by the City shall not constitute waiver of any other right or entitlement.

18. Litigation. In the event either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington, in and for Snohomish County. The parties agree that all questions shall be resolved by application of Washington law and that parties to such actions shall have the right to appeal from such decisions of the Superior Court in accordance with the law of the State of Washington. The Hearing Examiner hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, in and for Snohomish County. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

19. Taxes. The Hearing Examiner will be solely responsible for the payment of any and all applicable taxes related to the services provided under this Agreement and if such taxes are required to be passed through to the City by law, the same shall be duly itemized on any billings submitted to the City by the Hearing Examiner.

20. Entire Agreement. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties hereto 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 hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the ____ day of _____, 2014.

CITY OF MARYSVILLE

HEARING EXAMINER

Jon Nehring, Mayor
Date signed: _____

Print name: _____
Date signed: _____

Approved as to form:

By: _____
Grant K. Weed, City Attorney

EXHIBIT A
SCOPE OF WORK

1. Scope of Work. The Hearing Examiner shall perform all services and provide all goods as identified below.
2. City Direction. All duties shall be performed pursuant to the direction of the Chief Administrative Officer, the Planning Director or other designee.
3. Hearing Examiner Responsibilities.
 - a. The Hearing Examiner shall provide services and fulfill duties set forth in the following:
 - i. Marysville Municipal Code, chapter 22G.060, Hearing Examiner; and
 - ii. Such other matters as may be designated by Council; and
 - iii. Provide Rules of Procedure for the Office of the Hearing Examiner for Council's review and approval.
 - b. Additional services and duties described by new ordinances, regulations, or procedures may be added by written agreement of the parties.
 - c. The Hearing Examiner will work independently and without direct supervision. They will remain fully knowledgeable regarding the City of Marysville zoning codes and all other City codes, ordinances, resolutions, regulations or policies affecting the areas of concern related to the Hearing Examiner's duties. The City will provide all municipal codes, ordinances, resolutions, regulations, policies and guidelines and revisions thereof, necessary for the Hearing Examiner to maintain the required level of knowledge and understanding.
4. Schedule of Hearings. Hearings shall be scheduled at mutually agreeable dates and times.
5. Performance Standard. All duties shall be performed to the City's satisfaction, including, but not limited to, conducting orderly and impartial hearings, creating a professional and courteous environment for applicants, citizens and staff; and timely preparing findings of fact and conclusion of law which are clear and based on sound reasoning and all applicable law. When deemed appropriate by the Hearing Examiner, she will make site visits to familiarize herself with the site of the proposed land use and surrounding areas.
6. Administrative Support. The City of Marysville will provide administrative support services to the Hearing Examiner. These include:
 - a. Coordinate and assign hearing schedule with Hearing Examiner and City Departments;
 - b. Advertise hearings according to legal requirements;

- c. Attend all hearings to setup meeting room, record and create a record of the hearings;
- d. Maintain the official City file for each case;
- e. Perform administrative duties for the Hearing Examiner as required;
- f. Coordinate distribution of Hearing Examiner's decisions to City departments and all Parties of Record;
- g. Screen correspondence, email, and telephone calls to the Hearing Examiner in an effort to assure that prohibited *ex parte* contacts are not made;
- h. Process and approve all Hearing Examiner invoices;
- i. Oversee any contract changes on an annual basis; and
- j. Keep the Hearing Examiner apprised of all ordinance amendments or enactments relating to the provisions governing land use and Hearing Examiner services by sending copies of ordinances as soon as possible after adoption.

7. Access to City Legal Staff and Documents. The Hearing Examiner shall be entitled to consult with the City's legal staff and to have access to such City legal documents and supporting materials as may be necessary to fulfill the functions of the Hearing Examiner's office, provided that such consultation and access can be permitted within the bounds of professional ethics and standards applicable to the Hearing Examiner and the City legal staff, and without jeopardizing the integrity of any pending proceedings before the Hearing Examiner. In the event of conflict perceived by either City legal staff, or the Hearing Examiner, the City shall provide access to alternate legal counsel as may be required by the Hearing Examiner to perform his duties under this Agreement.

8. Advice to the City. The Hearing Examiner will meet with City staff and City Council as needed and scheduled by the City, to advise the City regarding clarity and adequacy of City codes, regulations, and procedures, and other legal issues bearing on land use, and other matters relating to the Hearing Examiner's duties and responsibilities. If additional meetings are required from time-to-time, the Hearing Examiner and the City will mutually agree on time, place, and participants to be included in such discussions. The Hearing Examiner will coordinate her assessment and her advice to the City at least annually to identify issues and confer on possible actions the City might take to improve its codes, regulations, and /or processes. Hearing Examiner time spent on such advisory duties will be compensated at the same professional rate agreed above.

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CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: March 17, 2014

AGENDA ITEM: PA 13-034 Proposed code amendments to the “Floodplain Management” code	AGENDA SECTION:	
PREPARED BY: Cheryl Dungan, Senior Planner	AGENDA NUMBER:	
ATTACHMENTS: 1. Memo to PC 01/13/14 2. PC Minutes 01/28/14 & 02/11/14 3. Draft Ordinance	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

The draft amendments address language updates suggested by the Department of Ecology (DOE) to allow the City to remain in compliance with the “National Floodplain Insurance Program” (NFIP). Every 5 years city staff meets with DOE to review the City’s compliance with the floodplain management Ordinance, the proposed amendments are a result of that meeting. The planning commission held a workshop and public hearing on the proposed changes and are recommending the Council adopt the amendments as proposed.

RECOMMENDED ACTION: Planning Staff recommends the Council approve the Planning Commission’s recommendation to adopt the revisions to MMC Section(s) 22E.020.150(1)(b)(ii); 22A.020.200; and add a new section 22E.020.210.

COUNCIL ACTION:



COMMUNITY DEVELOPMENT DEPARTMENT

80 Columbia Avenue ♦ Marysville, WA 98270

(360) 363-8100 ♦ (360) 651-5099 FAX

MEMORANDUM

DATE: January 23, 2014
TO: Planning Commission
FROM: Cheryl Dungan, Senior Planner
RE: Proposed amendments to City's Floodplain Ordinance

Background:

Every 5 years city staff meets with Department of Ecology (DOE) staff to go over the City's compliance with the floodplain management ordinance. At the meeting DOE often suggests updates to the City's existing Floodplain Ordinance to allow the City to remain in compliance with the "National Floodplain Insurance Program" (NFIP). Below are recommended code changes based on a meeting City staff had with DOE and NMFS in late December to bring the ordinance into compliance with NFIP.

Proposed Code Amendment:

Article II. General Provisions

Chapter 22E.020 FLOODPLAIN MANAGEMENT

Sections:

Article I. Purpose

[22E.020.010](#) Statement of purpose.

Article II. General Provisions

[22E.020.020](#) Lands to which this chapter applies.

[22E.020.030](#) Basis for establishing the areas of special flood hazard.

[22E.020.040](#) Penalties for noncompliance.

[22E.020.050](#) Abrogation and greater restrictions.

[22E.020.060](#) Interpretation.

[22E.020.070](#) Warning and disclaimer of liability.

Article III. Administration

[22E.020.080](#) Establishment of development permit.

[22E.020.090](#) Designation of the building official.

[22E.020.100](#) Duties and responsibilities of building official.

Article IV. Variance Procedure

[22E.020.110](#) Appeal board.

[22E.020.120](#) Conditions for variances.

Article V. Provisions for Flood Hazard Protection

[22E.020.130](#) General standards.

[22E.020.140](#) Review of building permits.

[22E.020.150](#) Specific standards.

[22E.020.160](#) Encroachments.

[22E.020.170](#) Manufactured homes.

[22E.020.180](#) Recreational vehicles.

[22E.020.190](#) Floodways.

[22E.020.200](#) Critical facility.

[22E.020.210](#) Severability

22E.020.030 Basis for establishing the areas of special flood hazard.

The areas of special flood hazard identified by the Federal Insurance Administration in a scientific and engineering report entitled, "The Flood Insurance Study for ~~the City of Marysville~~ Snohomish County and Incorporated Areas" dated September 16, 2005, as amended, with accompanying flood insurance rate maps (FIRM), as amended, is adopted by reference and declared to be a part of this chapter. The flood insurance study is on file at the Marysville Community Development Department, 80 Columbia Avenue, Marysville, Washington. The best available information for flood hazard area identification as outlined in MMC [22E.020.100\(2\)](#) shall be the basis for regulation until a new FIRM is issued which incorporates the data utilized under MMC [22E.020.100\(2\)](#).

22E.020.150 Specific standards.

In all areas of special flood hazards where base flood elevation data has been provided as set forth in MMC [22E.020.030](#), Basis for establishing the areas of special flood hazard, or MMC [22E.020.100\(2\)](#), Use of Other Base Flood Data, the following provisions are required:

- (1) Construction or reconstruction of residential structures is prohibited within designated floodways except for:
- (a) Repairs, reconstruction or improvements to a structure which do not increase the ground floor area; and
 - (b) Repairs, reconstruction or improvements to a structure, the cost of which does not exceed 50 percent of the market value of the structure either:
 - (i) Before the repair, reconstruction or improvement is started; or
 - (ii) If the structure has been damaged and is being restored, before the damage occurred.

~~Work done on structures to comply with existing health, sanitary or safety codes or to structures identified as historic places shall not be included in the 50 percent determination. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions or to structures identified as historic places shall not be included in the 50 percent.~~

(2) New construction and substantial improvement of any residential structure shall have the lowest floor, including basement, elevated one foot above the base flood elevation.

(3) Electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

(4) New construction and substantial improvement of any nonresidential structure shall either have the lowest floor, including basement, elevated to or above the base flood elevation; or, together with attendant utility and sanitary facilities, shall:

(a) Be floodproofed so that for up to one foot above the base flood elevation the structure is watertight with walls substantially impermeable to the passage of water;

(b) Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and

(c) Be certified by a registered professional engineer or architect that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions of this subsection based on their development and/or review of the structural design, specifications and plans. Such certifications shall be provided to the building official as set forth in MMC [22E.020.100\(3\)\(b\)](#).

(i) Nonresidential structures that are elevated, not floodproofed, must meet the same standards for space below the lowest floor as described in subsection (6) of this section;

(ii) Applicants floodproofing nonresidential buildings shall be notified that flood insurance premiums will be based on rates that are one foot below the floodproofed level (e.g., a building floodproofed to the base flood level will be rated as one foot below).

(5) Encroachments, including fill, new construction, substantial improvements and other developments, shall be prohibited in any floodway unless a technical evaluation demonstrates that the encroachments will not result in any increase in flood levels during the occurrence of the base flood discharge.

(6) For all new construction and substantial improvements, fully enclosed areas below the lowest floor that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of flood waters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect, or must meet or exceed the following minimum criteria: a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided. The bottom of all openings shall be no higher than one foot above grade. Openings may be equipped with screens, louvres or other coverings or devices; provided, that they permit the automatic entry and exit of flood waters. (Ord. 2852 § 10 (Exh. A), 2011).

[22E.020.210 Severability.](#)

[If any section, clause, sentence, or phrase of the Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.](#)

and

Revise the definition of “Substantial improvement (floodplain management)” as follows (all other definitions under 22A.020.200 “S” definitions shall remain as written.

22A.020.200 “S” definitions.

“Substantial improvement (floodplain management)” means any repair, reconstruction or improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure either:

- (1) Before the improvement or repair is started; or
- (2) If the structure has been damaged and is being restored, before the damage occurred.

For the purposes of this definition, “substantial improvement” is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure.

The term does not, however, include either:

- (1) Any project for improvement of a structure to correct pre-cited existing violations of state or local health, sanitary or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
- (2) Any alteration of a structure listed on the National Register of Historic Places or a State Inventory of Historic Places, provided, that the alteration will not preclude the structure's continued designation as a “historic structure.”

PLANNING
COMMISSION



MINUTES

January 28, 2014

7:00 p.m.

City Hall

CALL TO ORDER

Chair Leifer called the January 28, 2014 meeting to order at 7:00 p.m.

Marysville

Chairman: Steve Leifer

Commissioners: Roger Hoen, Jerry Andes, Kay Smith, Steven Lebo, Kelly Richards

Staff: Senior Planner Cheryl Dungan

Absent: Marvetta Toler

APPROVAL OF MINUTES

January 14, 2014 Minutes

Motion made by Commissioner Lebo, seconded by Commissioner Andes, to approve the January 14, 2014 Meeting Minutes as presented. **Motion** passed unanimously (6-0).

AUDIENCE PARTICIPATION

NEW BUSINESS

- FEMA Floodplain code revisions

Senior Planner Dungan explained that every few years the City gets a visit from someone from the Department of Ecology to show that we are complying with the biological opinion for floodplains. This year they were also accompanied by someone from National Marine Fisheries Service. Basically, the City demonstrated compliance with most requirements, but they did have some suggestions and minor revisions for the Floodplain Ordinance to keep the City in compliance with the National Flood Insurance Program.

Motion made by Commissioner Hoen, seconded by Commissioner Richards, to accept the revisions as presented and to set a hearing date for February 11. **Motion** passed unanimously (6-0).

- Phase 2 SEPA update

Senior Planner Dungan explained that the state legislature in 2012 directed the Department of Ecology to rewrite and streamline the SEPA. This is Phase 2, which basically clarifies some confusing parts of SEPA. It also adds the choice for the local jurisdiction on whether a National Environmental Policy Act documentation can be adopted into your SEPA. This will be a case-by-case decision to adopt the NEPA decision if one has been issued. They are also updating the utility exemption for water pump size to align with industry standards. They are allowing smaller solar energy projects to be exempt. She commented that these all seem to be reasonable amendments. The State will issue its final rulemaking decision in April of 2014. Once that is done staff will bring forward code changes to reflect what the State has adopted.

Commissioner Hoen asked what it would mean if you agree with this or if you had suggested changes. Senior Planner Dungan said the State is taking public comments so it would go through the Department of Ecology.

Commissioner Hoen asked if the City of Marysville has to adopt this. Ms. Dungan replied that the City doesn't have to adopt all of it, but the rules state that even if we don't adopt it the rules still apply.

Chair Leifer referred to page 6 under Planned Actions. He asked who the costs would be recovered from. Ms. Dungan commented that she wasn't sure because we've never used that provision. Chair Leifer suggested clarifying this. Ms. Dungan said she would look into that and provide an answer back to the ESC.

Senior Planner Dungan stated that this also addresses cultural resources which hadn't been included previously. It allows jurisdictions to adopt a draft Inadvertent Discovery Plan. The City now has a handout they can give to people to show them what to do if they come across bones, artifacts, or historical things.

CITY COUNCIL AGENDA ITEMS AND MINUTES

Chair Leifer commented that the local news article reporting on the marijuana issue reported that the vote was 4-2 when it was actually unanimous (6-0) for the ban as was stated in the minutes. He wondered if the paper ought to be contacted so they could correct this. Senior Planner Dungan suggested that Chair Leifer make that contact on behalf of the Planning Commission. There was consensus by the Planning Commission to have Chair Leifer contact the paper.

ADJOURNMENT

Motion made by Commissioner Richards, seconded by Commissioner Smith, to adjourn the meeting at 7:22 p.m. **Motion** passed unanimously (6-0).

NEXT MEETING:

February 11, 2014



Laurie Hugdahl, Recording Secretary

PLANNING
COMMISSION



MINUTES

February 11, 2014

7:00 p.m.

City Hall

CALL TO ORDER

Chair Leifer called the February 11, 2014 meeting to order at 7:00 p.m. noting the absence of Steve Lebo and Marvetta Toler. It was noted that Steve Lebo had notified staff and the commission that he would not be able to attend due to work and that his absence was excused. No one had heard from Marvetta Toler, but Chair Leifer said he had tried to get in touch with her. Cheryl Dungan indicated she would look into this further.

Marysville

Chairman: Steve Leifer
Commissioners: Roger Hoen, Jerry Andes, Kay Smith, Kelly Richards,
Staff: Senior Planner Cheryl Dungan
Absent: Steven Lebo, Marvetta Toler

APPROVAL OF MINUTES

January 28, 2014

Motion made by Commissioner Smith, seconded by Commissioner Richards, to approve the January 28, 2014 Meeting Minutes. **Motion** passed unanimously (5-0).

AUDIENCE PARTICIPATION

None

OLD BUSINESS

FEMA Floodplain Code Revisions

Chair Leifer opened the public hearing at 7:03 and noted that there was no one in the audience.

Senior Planner Dungan stated that the revisions were the same changes that were presented at the workshop. Staff recommended that the Planning Commission make a recommendation of approval to the City Council.

Seeing no public comments the hearing was closed at 7:04 p.m.

Motion made by Commissioner Hoen, seconded by Commissioner Andes, to forward this to the City Council with a recommendation for approval. **Motion** passed unanimously (5-0).

CITY COUNCIL AGENDA ITEMS AND MINUTES

Senior Planner Dungan announced that the City Council was sending the marijuana issue back to the Planning Commission to review potential zoning options in the event that this is ever mandated. Staff will be bringing something back to a meeting soon. General discussion regarding this topic followed.

ADJOURNMENT

Motion made by Commissioner Richards, seconded by Commissioner Andes, to adjourn the meeting at 7:13 p.m. **Motion** passed unanimously.

NEXT MEETING:

February 25, 2014



Laurie Hugdahl, Recording Secretary

CITY OF MARYSVILLE
Marysville, Washington
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON RELATED TO FLOODPLAIN MANAGEMENT REQUIREMENTS, AMENDING SECTION(S) 22E.020.030 BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD; 22E.020.150(1)(b)(ii) SPECIFIC STANDARDS; 22A.020.200 "S" DEFINITIONS - SUBSTANTIAL IMPROVEMENT (FLOODPLAIN MANAGEMENT); AND ADDING A NEW SECTION 22E.020.210 SEVERABILITY

WHEREAS, the City Council of the City of Marysville does find that from time to time it is necessary and appropriate to review and revise provisions of the City's Uniform Development Code (Title 22 MMC); and

WHEREAS, following a comprehensive review of the above-referenced City codes by City staff, the Marysville Planning Commission held public workshop on January 28, 2014; and

WHEREAS, after providing notice to the public as required by law, on February 11, 2014 the Marysville Planning Commission held a public hearing on proposed changes to the Uniform Development Code and received public input and comment on said proposed revisions; and

WHEREAS, the City has submitted the proposed development regulation revisions to the Washington State Department of Community, Trade, and Economic Development as required by RCW 36.70A.106; and

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

WHEREAS, no substantive comments were received from the state agencies, the general public, affected Tribes, or the Department of Ecology; and

WHEREAS, at a workshop on March 3, 2014 and a public meeting on March 10, 2014 the Marysville City Council reviewed and considered the amendments to the Uniform Development Code proposed by the Maryville Planning Commission;

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

Article II. General Provisions

Chapter 22E.020 FLOODPLAIN MANAGEMENT

Sections:

Article I. Purpose

22E.020.010 Statement of purpose.

Article II. General Provisions

22E.020.020 Lands to which this chapter applies.

22E.020.030 Basis for establishing the areas of special flood hazard.

22E.020.040 Penalties for noncompliance.

22E.020.050 Abrogation and greater restrictions.

22E.020.060 Interpretation.

22E.020.070 Warning and disclaimer of liability.

Article III. Administration

22E.020.080 Establishment of development permit.

22E.020.090 Designation of the building official.

22E.020.100 Duties and responsibilities of building official.

Article IV. Variance Procedure

22E.020.110 Appeal board.

22E.020.120 Conditions for variances.

Article V. Provisions for Flood Hazard Protection

22E.020.130 General standards.

22E.020.140 Review of building permits.

22E.020.150 Specific standards.

22E.020.160 Encroachments.

22E.020.170 Manufactured homes.

22E.020.180 Recreational vehicles.

22E.020.190 Floodways.

22E.020.200 Critical facility.

22E.020.210 Severability

22E.020.030 Basis for establishing the areas of special flood hazard.

The areas of special flood hazard identified by the Federal Insurance Administration in a scientific and engineering report entitled, “The Flood Insurance Study for the City of Marysville Snohomish County and Incorporated Areas” dated September 16, 2005, as amended, with accompanying flood insurance rate maps (FIRM), as amended, is adopted by reference and declared to be a part of this chapter. The flood insurance study is on file at the Marysville Community Development

ORDINANCE - 2

FLOODPLAIN MANAGEMENT ORD

Department, 80 Columbia Avenue, Marysville, Washington. The best available information for flood hazard area identification as outlined in MMC 22E.020.100(2) shall be the basis for regulation until a new FIRM is issued which incorporates the data utilized under MMC 22E.020.100(2).

22E.020.150 Specific standards.

In all areas of special flood hazards where base flood elevation data has been provided as set forth in MMC 22E.020.030, Basis for establishing the areas of special flood hazard, or MMC 22E.020.100(2), Use of Other Base Flood Data, the following provisions are required:

(1) Construction or reconstruction of residential structures is prohibited within designated floodways except for:

(a) Repairs, reconstruction or improvements to a structure which do not increase the ground floor area; and

(b) Repairs, reconstruction or improvements to a structure, the cost of which does not exceed 50 percent of the market value of the structure either:

(i) Before the repair, reconstruction or improvement is started; or

(ii) If the structure has been damaged and is being restored, before the damage occurred.

Work done on structures to comply with existing health, sanitary or safety codes or to structures identified as historic places shall not be included in the 50 percent determination. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions or to structures identified as historic places shall not be included in the 50 percent.

(2) New construction and substantial improvement of any residential structure shall have the lowest floor, including basement, elevated one foot above the base flood elevation.

(3) Electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

(4) New construction and substantial improvement of any nonresidential structure shall either have the lowest floor, including basement, elevated to or above the base flood elevation; or, together with attendant utility and sanitary facilities, shall:

(a) Be floodproofed so that for up to one foot above the base flood elevation the structure is watertight with walls substantially impermeable to the passage of water;

(b) Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and

(c) Be certified by a registered professional engineer or architect that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions of this subsection based on their development and/or review of the structural design, specifications and plans. Such certifications shall be provided to the building official as set forth in MMC 22E.020.100(3)(b).

(i) Nonresidential structures that are elevated, not floodproofed, must meet the same standards for space below the lowest floor as described in subsection (6) of this section;

(ii) Applicants floodproofing nonresidential buildings shall be notified that flood insurance premiums will be based on rates that are one foot below the floodproofed level (e.g., a building floodproofed to the base flood level will be rated as one foot below).

(5) Encroachments, including fill, new construction, substantial improvements and other developments, shall be prohibited in any floodway unless a technical evaluation demonstrates that the encroachments will not result in any increase in flood levels during the occurrence of the base flood discharge.

(6) For all new construction and substantial improvements, fully enclosed areas below the lowest floor that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of flood waters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect, or must meet or exceed the following minimum criteria: a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided. The bottom of all openings shall be no higher than one foot above grade. Openings may be equipped with screens, louvres or other coverings or devices; provided, that they permit the automatic entry and exit of flood waters. (Ord. 2852 § 10 (Exh. A), 2011).

22E.020.210 Severability.

If any section, clause, sentence, or phrase of the Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

and

Revise the definition of “Substantial improvement (floodplain management)” as follows (all other definitions under 22A.020.200 “S” definitions shall remain as written.

22A.020.200 “S” definitions.

“Substantial improvement (floodplain management)” means any repair, reconstruction or improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure either:

- (1) Before the improvement or repair is started; or
- (2) If the structure has been damaged and is being restored, before the damage occurred.

For the purposes of this definition, “substantial improvement” is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure.

The term does not, however, include either:

- (1) Any project for improvement of a structure to correct pre-cited existing violations of state or local health, sanitary or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or

ORDINANCE - 4

FLOODPLAIN MANAGEMENT ORD

(2) Any alteration of a structure listed on the National Register of Historic Places or a State Inventory of Historic Places, provided, that the alteration will not preclude the structure's continued designation as a "historic structure."

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

CITY OF MARYSVILLE

By: _____
JON NEHRING, MAYOR

Attest:

By: _____
CITY CLERK

Approved as to form:

By: _____
GRANT K. WEED, CITY ATTORNEY

Date of Publication: _____

Effective Date: _____
(5 days after publication)