

**Marysville City Council Meeting**  
**7:00 p.m.**

**June 22, 2009**

**City Hall**

**Call to Order**

**Invocation**

**Pledge of Allegiance**

**Roll Call**

**Committee Reports**

**Presentations**

- A. Employee of the Month. \*
- B. Employee Service Awards. \*
- C. Proclamation – Declaring June 23, 2009 Olympic Day. \*

**Audience Participation**

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

- 1. Approval of June 1, 2009 City Council Work Session Minutes.
- 2. Approval of June 8, 2009 City Council Meeting Minutes.

**Consent**

- 3. Approval of June 3, 2009 Claims in the Amount of \$2,070,466.37; Paid by Check No.'s 56096 through 56229 with No Check No.'s Voided.
- 4. Approval of June 10, 2009 Claims in the Amount of \$3,848,576.35; Paid by Check No.'s 56230 through 56347 with Check No.'s 26016, 28521 and 56078 Voided. \*
- 5. Approval of June 5, 2009 Payroll in the Amount of \$1,346,363.73; Paid by Check No.'s 21410 through 21494.
- 7. Acceptance of the Berrywoods Paving Project Starting the 45-Day Lien Filing Period for Project Closeout. \*
- 8. Interlocal Agreement – Consortium for Negotiation of Transfer of Cable Franchise Agreement from Verizon Northwest, Inc. to Frontier Communications Corporation. \*

**Review Bids**

*\*These items have been added or revised from the materials previously distributed in the packets for the June 15, 2009 Work Session.*

**Marysville City Council Meeting**

**June 22, 2009**

**7:00 p.m.**

**City Hall**

**Public Hearings**

6. Proposed Increase to Solid Waste Collection Rates.

**New Business**

9. An **Ordinance** of the City of Marysville, Washington, Amending Ordinance 2540 and Chapter 7.08 of the Marysville Municipal Code by Amending MMC 7.08.110 Garbage Collection Rate Schedule and MMC 7.08.111 Yard Waste Collection Rate Schedule to Provide for Rate Adjustments to Take Effect July 1, 2009, January 1, 2010, January 1, 2011, and January 1, 2012.
10. Second Amendment to Golf Course Professional Employment Agreement. \*
11. First Amendment to Contract for Marysville Municipal Court Commissioner. \*

**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 Tracy Jeffries, Assistant Administrative Services Director, at (360) 363-8000 or 1-800-833-6384 (Voice Relay), 1-800-833-6388 (TDD Relay) two days prior to the meeting date if any special accommodations are needed for this meeting.

*\*These items have been added or revised from the materials previously distributed in the packets for the June 15, 2009 Work Session.*

**PROCLAMATION**

**DECLARING JUNE 23, 2009 OLYMPIC DAY**

- Whereas,** for over 100 years, the Olympic movement has built a more peaceful and better world by educating young people through amateur athletics, by bringing together athletes from many countries in friendly competition, and by forging new relationships bound by friendship, solidarity, and fair play;
- Whereas,** the United States Olympic Committee is dedicated to coordinating and developing amateur athletic activity in the United States to foster productive working relationships among sports-related organizations;
- Whereas,** the City of Marysville promotes and supports amateur athletic activities involving Olympic and Paralympic sport;
- Whereas,** the City of Marysville promotes and encourages physical fitness and public participation in amateur athletic activities;
- Whereas,** the City of Marysville assists organizations and persons concerned with sports in the development of athletic programs for able-bodied and disabled athletes regardless of age, race, or gender;
- Whereas,** hundreds of cities across the country are joining together to show their support for bringing the Olympic Games to the United States in 2016 in Chicago, Illinois;
- Whereas,** June 23, 2009 is the anniversary of the founding of the modern Olympic movement, representing the date on which the Congress of Paris approved the proposal of Pierre de Coubertin to found the modern Olympics:

**NOW THEREFORE,** I, DENNIS L. KENDALL, MAYOR OF THE CITY OF MARYSVILLE, do hereby proclaim with much appreciation and admiration, June 23, 2009 as

**OLYMPIC DAY**

in the City of Marysville and urge all citizens to observe such anniversary with appropriate ceremonies and activities.

Under my hand and seal this twenty-second day of June, 2009.

THE CITY OF MARYSVILLE

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MAYOR

COUNCIL



MINUTES

**Work Session**

*June 1, 2009*

**Call to Order / Pledge of Allegiance**

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

**Roll Call**

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

**Mayor:** Dennis Kendall

**Council:** Councilmember Jon Nehring, Councilmember Lee Phillips, Councilmember Carmen Rasmussen, Councilmember Jeff Seibert, Councilmember John Soriano, Councilmember Jeff Vaughan and Councilmember Donna Wright

**Absent:** None

**Also Present:** Chief Administrative Officer Mary Swenson, Finance Director Sandy Langdon, City Attorney Grant Weed, Chief Smith, Community Development Director Gloria Hirashima, Public Works Director Kevin Nielsen, Planning Manager Cheryl Dungan, Parks and Recreation Director Jim Ballew, and Recording Secretary Laurie Hugdahl.

**Committee Reports – None**

**Presentations - None**

**Discussion Items**

**Approval of Minutes**

- 1. Approval of May 18, 2009 City Council Work Session Minutes.**
- 2. Approval of May 26, 2009 City Council Meeting Minutes.**

**Consent Agenda Items**

3. **Approval of May 20, 2009 Claims in the Amount of \$234,783.77; Paid by Check No.'s 55820 through 55959 with No Check No.'s Voided.**
4. **Approval of May 27, 2009 Claims in the Amount of \$467,564.76; Paid by Check No.'s 55960 through 56095 with Check No.'s 50944 and 55644 Voided..**

#### **Review Bids**

5. **Award 2009 Solid Waste Container Purchase to Capital Industries, Inc. in the Amount of \$46,241.88 Including Washington State Sales Tax.**

Staff had no additional comments. Council had no comments or questions.

#### **Public Hearings**

#### **New Business**

6. **Acceptance of the Grove and Alder Avenue Intersection Improvements Project Starting the 45-Day Lien Filing Period for Project Closeout.**

Director Nielsen stated that this is working very well. Chief Smith agreed. Council had no comments or questions.

7. **Project Prospectus and Local Agency Agreement with Washington State Department of Transportation for the 67th Avenue NE Overlay Project.**

Director Nielsen stated that this is stimulus money and he recommended approval.

8. **Approve Wolley Dispatch, Inc. dba Ace Taxi to Operate a For-Hire Business in Marysville.**

Director Hirashima reviewed this item. Councilmember Nehring commented on the number of taxis already in Marysville. Director Hirashima suggested that it might be related to the casino. Councilmember Vaughan asked if the company has a city business license. Director Hirashima stated that they do.

9. **Approve Firework Stand Permits for Albertsons #471 (1 Stand), Marysville First Assembly (1 Stand), Marysville Kiwanis (5 Stands), and Mountain View Assembly of God (1 Stand).**

Mayor Kendall reviewed this item.

10. **Concessionaire Agreement for Jennings Memorial Park.**

Parks and Recreation Director Ballew stated that this is the concessionaire that helps with the concert and movie series. They will also be at the Rotary Ranch during the day

for part of the week. Staff is investigating insurance requirements and this information will be Council's packet next week.

**11. An Ordinance of the City of Marysville, Washington, Amending Sections 3.92.020 and 3.92.030 of the Marysville Municipal Code to Clarify the Amount Paid for Prizes and to Allow for all Bona fide Charitable of Non-Profit Organizations, as Defined in RCW 9.46.0209, to be Exempt from the Tax on Raffles.**

Finance Director Langdon stated that this is in response to a question from a citizen. CAO Swenson reviewed the reasoning for this. Councilmember Phillips asked for clarification about the tax on raffles. Staff reviewed this.

**12. An Ordinance of the City of Marysville, Washington, Related to Utility Connection Requirements, Amending Section 14.01.050 Utility Connections Required and Adding a New Section 14.01.055 Water Connection Required.**

Planning Manager Dungan summarized the proposed amendments.

Councilmember Rasmussen referred to pages 12-10 and 12-11 and asked about the requirements to connect to public sewer and water if on-site sewer fails. Director Nielsen reviewed the reasons for this.

**13. An Ordinance of the City of Marysville, Washington, Amending MMC 14.07.010(1), Relating to Payment of Capital Improvement Charges for Water and Sewer Utility Connections.**

Cheryl Dungan reviewed this item. Director Hirashima stated that there has been a lot of interest in this from the building community and the planning commission. She stated that this should generate more revenues for the City.

**14. An Ordinance of the City of Marysville, Washington, Amending the City's Development Regulations Relating to Residential Accessory Structures and Accessory Dwelling Units, and Amending Chapters 19.08 and 19.34 of the Marysville Municipal Code.**

Director Hirashima reviewed the proposed code amendments and planning commission's recommendation for approval.

Councilmember Seibert asked about the 80% size limit for accessory dwellings. Director Hirashima stated that the intent is to restrict the size so that the accessory unit is smaller than the primary unit on properties less than one acre. Councilmember Seibert discussed some possible ramifications of this. He then asked if it could be as big as you wanted if it was attached to the house. Director Hirashima referred that it could as long as it complied with architectural requirements. Councilmember Seibert expressed concerns about the size limitation. He then referred to page 14-3 regarding siding requirements. He felt that some metal products should be allowed as long as they are

consistent with the residential look. Director Hirashima agreed and indicated they would look into verbiage for this.

Councilmember Seibert asked why this came up as an issue. Director Hirashima discussed how a 3-bay, 2-story garage was built in one subdivision and how they hope to avoid this type of situation in the future.

Councilmember Seibert brought up an error in the Planning Commission's January 13, 2009 minutes on page 3 of 4 regarding the height limitation.

Councilmember Rasmussen wondered if there was some point where the impervious surface requirements would supersede the ability to build something in your backyard. Director Hirashima stated that the impervious surface criteria would supersede the city's regulations. Councilmember Rasmussen suggested noting this in the code. Director Hirashima thought it was probably in there somewhere as a blanket statement, but indicated she would look into this.

Councilmember Seibert asked about having a variance procedure if someone was willing to do the architectural requirements and if they were in a lot where it might be compatible to have a larger accessory unit. It was determined that is this already addressed in the code.

## **Legal**

None

## **Mayor's Business**

### **15. Park Board Re-Appointment; Jeff Thompson.**

**Motion** made by Councilmember Rasmussen, seconded by Councilmember Seibert, to approve the re-appointment of Jeff Thompson to the Marysville Parks and Recreation Board serving until February 28, 2012. **Motion** passed unanimously (7-0).

Mayor Kendall:

- Attended the ribbon-cutting at Rite Aid last week at 7 a.m.
- Went to the bowling alley on Saturday to watch the police bowl.

## **Staff Business**

Cheryl Dungan had no comments.

Kevin Nielsen stated that the Public Works Committee meeting would be held on June 6 at 2 p.m. He also discussed current streets projects.

Chief Smith stated that the Torch Run last week went very well.

Jim Ballew:

- The Jennings Loop Run for Healthy Communities/Get Moving will be held on Saturday at 1:00 .
- Strawberry Fields opened today. The rest of the summer is already booked for practice time.

Gloria Hirashima had no comments.

Sandy Langdon had no comments.

Grant Weed stated the need for an Executive Session for one real property acquisition item with no action needed. It was expected to last 5 minutes.

Mary Swenson reported that they are still working on the budget issue. Sales tax revenues were down by 5% for March. Staff's goal is to cut \$2.9 million from the budget. Finance Committee will meet next Monday at 6:30 before the regular Council meeting.

### **Call on Councilmembers**

Donna Wright:

- Attended the Rite-Aid ribbon-cutting where she asked the regional manager if opening the store would affect Marysville's other store. The manager replied that she did not think it would.
- Planning Commission's discussion regarding manufactured homes caught her eye. She brought up a situation in Tumwater. Staff indicated they would consider this.
- She requested an excused absence next Monday because she will not be in town.

Lee Phillips thanked Gloria Hirashima for the quick turn-around on the taxicab issue.

John Soriano had no comments.

Jon Nehring congratulated MPHS sports on their successes this year.

Jeff Vaughan had no comments.

Carmen Rasmussen suggested having the soccer team recognized at the next Council meeting. Jim Ballew indicated he would check on this.

Jeff Seibert requested that his emails just be sent to his city email address.

Mayor Kendall recessed the meeting at 8:00 p.m. before reconvening into Executive Session to discuss on real property acquisition item with no action expected.

Executive session started at 8:10 p.m.

**Executive Session**

**A. Litigation**

**B. Personnel**

**C. Real Estate** – one matter pursuant to RCW 42.30.110(1)(b)

**Adjournment**

Seeing no further business Mayor Kendall adjourned the meeting at 8:17 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Mayor  
Dennis Kendall

\_\_\_\_\_  
Asst. Admin. Svcs. Director  
Tracy Jeffries

<b>Call to Order/Pledge of Allegiance/Roll Call</b>	7:00 p.m.
Excuse the absence of Councilmember Wright at this meeting.	Approved
<b>Presentations</b>	
<b>Approval of Minutes</b>	
Approve May 18, 2009 City Council Work Session Minutes.	Approved
Approve May 26, 2009 City Council Meeting Minutes.	Approved
<b>Consent Agenda</b>	
Approval of May 20, 2009 Claims in the Amount of \$234,783.77; Paid by Check No.'s 55820 through 55959 with No Check No.'s Voided.	Approved
Approval of May 27, 2009 Claims in the Amount of \$467,564.76; Paid by Check No.'s 55960 through 56095 with Check No.'s 50944 and 55644 Voided.	Approved
Acceptance of the Grove and Alder Avenue Intersection Improvements Project Starting the 45-Day Lien Filing Period for Project Closeout.	Approved
Authorize the Mayor to Sign the Project Prospectus and Local Agency Agreement with Washington State Department of Transportation for the 67th Avenue NE Overlay Project.	Approved
Approval of Wolley Dispatch, Inc. dba Ace Taxi to Operate a For-Hire Business in Marysville.	Approved
Approval of Firework Stand Permits for Albertsons #471 (1 Stand), Marysville First Assembly (1 Stand), Marysville Kiwanis (5 Stands), and Mountain View Assembly of God (1 Stand).	Approved
<b>Review Bids</b>	
Award 2009 Solid Waste Container Purchase to Capital Industries, Inc. in the Amount of \$46,241.88 Including Washington State Sales Tax.	Approved
<b>Public Hearings</b>	
<b>New Business</b>	
Approve the Concessionaire Agreement for Jennings Memorial Park Agreement.	Approved
Adopt an Ordinance of the City of Marysville, Washington, Amending Sections 3.92.020 and 3.92.030 of the Marysville Municipal Code to Clarify the Amount Paid for Prizes and to Allow for all Bona fide Charitable of Non-Profit Organizations, as Defined in RCW 9.46.0209, to be Exempt from the Tax on Raffles.	Approved Ord. No. 2773
Adopt an Ordinance of the City of Marysville, Washington, Related to Utility Connection Requirements, Amending Section 14.01.050 Utility Connections Required and Adding a New Section 14.01.055 Water Connection Required.	Approved Ord. No. 2774
Adopt an Ordinance of the City of Marysville, Washington, Amending MMC 14.07.010(1), Relating to Payment of Capital Improvement Charges for Water and Sewer Utility Connections.	Approved Ord. No. 2775
Adopt an Ordinance of the City of Marysville, Washington, Amending the City's Development Regulations Relating to Residential Accessory Structures and Accessory Dwelling Units, and Amending Chapters 19.08 and 19.34 of the Marysville Municipal Code.	Approved Ord. No. 2776

Adopt an Ordinance of the City of Marysville, Washington, Amending the 2009 Budget and Providing for the Adjustment of Certain Expenditure Items as Budgeted for in 2009 and Amending Ordinance No. 2751, Amending Ordinance No. 2761, and Amending Ordinance No. 2764.	Approved Ord. No. 2777
Adopt an Ordinance of the City of Marysville, Washington Amending Sections 3.67.010 of the Marysville Code to increase the City Tax Rate from Six Percent of Gross Receipts to Fifteen Percent of Gross Receipts.	Approved Ord. No. 2778
Adopt a Resolution of the City of Marysville, Washington Authorizing a \$1,776,565.00 Interfund Loan From the Water Sewer Operating Fund 401 to the Parks Capital Improvement Fund 310, and Providing for Payment and a Formula for Payment of interest.	Approved Res. No. 2262
<b>Legal</b>	
<b>Mayor's Business</b>	
<b>Staff Business</b>	
Approve the \$5,000 severance package.	Approved
<b>Call on Councilmembers</b>	
<b>Adjournment</b>	8:14
<b>Executive Session</b>	8:25
Real Estate – two items pursuant to RCW 42.30.110 (1) (b)	
Extend Executive Session by 10 minutes.	Approved
Extend Executive Session by 10 minutes.	Approved
Authorize the Mayor to execute the second addendum to the purchase and sale contract as discussed in Executive Session.	Approved
<b>Adjournment</b>	9:06

COUNCIL



MINUTES

**Regular Meeting**

June 8, 2009

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

Mayor Kendall called the June 8, 2009 to order at 7:00 p.m. and led those present in the Pledge of Allegiance.

**Roll Call**

Mary Swenson gave the roll call. The following staff and councilmembers were in attendance.

**Mayor:** Dennis Kendall

**Council:** Councilmember Jon Nehring, Councilmember Lee Phillips, Councilmember Carmen Rasmussen, Councilmember Jeff Seibert, Councilmember John Soriano and Councilmember Jeff Vaughan

**Absent:** Councilmember Donna Wright

**Also Present:** City Administrator Mary Swenson, Finance Director Sandy Langdon, Community Development Director Gloria Hirashima City Attorney Grant Weed, Robb Lamoureux, Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, Planning Manager Cheryl Dungan, Community Information Officer Doug Buell and Asst. Admin. Services Director Tracy Jeffries.

Mary Swenson informed everyone that Councilmember Wright was out of town.

**Motion** made by Councilmember Nehring, seconded by Councilmember Soriano, to excuse Councilmember Wright. **Motion** passed unanimously (6-0).

**Committee Reports**

Councilmember Seibert reported on the recent Finance Committee meeting where they reviewed sales tax numbers and a budget amendment that will be coming to Council tonight.

He also reported on the Public Works Committee meeting where the following topics were discussed: NPDES permit, permit appeals, stormwater management program, title 14 revisions, surface water in the central annexation, and north Marysville project updates.

Councilmember Vaughan reported on the June 4 Graffiti Task Force meeting. The following items were reported:

- There has been a considerable improvement in the number of graffiti incidents since 2008.
- Two juveniles were recently arrested after they were caught on camera at Jennings and Comford Parks.
- Jim Ballew reported on a grant that staff is applying for through the Graffiti Hurts organization. They are trying to get funds to help with clean-up efforts and to produce educational materials for young people and their families.
- A recent graffiti clean-up effort by Rite-Aid employees.
- A representative from the school district security office reported that a youth was charged with etching. The damage to the school district was \$60,000.

## **Presentations**

### **Audience Participation - None**

### **Approval of Minutes**

1. Approval of May 18, 2009 City Council Work Session Minutes.

Councilmember Phillips abstained as he wasn't present for the May 18 meeting.

**Motion** made by Councilmember Seibert, seconded by Councilmember Vaughan, to approve the minutes as presented with Councilmember Phillips abstaining. **Motion** passed unanimously (5-0).

2. Approval of May 26, 2009 City Council Meeting Minutes.

Councilmember Rasmussen noted a spelling correction on page 5 of 6 for the spelling of Maryke Burgess' name.

**Motion** made by Councilmember Nehring, seconded by Councilmember Soriano, to approve the minutes as corrected. **Motion** passed unanimously (6-0)

### **Consent Agenda**

**Motion** made by Councilmember Soriano, seconded by Councilmember Vaughan, to adopt the following Consent Agenda items:

3. Approval of May 20, 2009 Claims in the Amount of \$234,783.77; Paid by Check No.'s 55820 through 55959 with No Check No.'s Voided.
4. Approval of May 27, 2009 Claims in the Amount of \$467,564.76; Paid by Check No.'s 55960 through 56095 with Check No.'s 50944 and 55644 Voided.
6. Acceptance of the Grove and Alder Avenue Intersection Improvements Project Starting the 45-Day Lien Filing Period for Project Closeout.
7. Authorize the Mayor to Sign the Project Prospectus and Local Agency Agreement with Washington State Department of Transportation for the 67<sup>th</sup> Avenue NE Overlay Project.
8. Approval of Wolley Dispatch, Inc. dba Ace Taxi to Operate a For-Hire Business in Marysville.
9. Approval of Firework Stand Permits for Albertsons #471 (1 Stand), Marysville First Assembly (1 Stand), Marysville Kiwanis (5 Stands), and Mountain View Assembly of God (1 Stand).

**Motion** passed unanimously (6-0) to adopt the Consent Agenda.

#### **Review Bids**

5. Award 2009 Solid Waste Container Purchase to Capital Industries, Inc. in the Amount of \$46,241.88 Including Washington State Sales Tax.

**Motion** made by Councilmember Nehring, seconded by Councilmember Seibert to award the 2009 Solid Waste Container Purchase to Capital Industries, Inc. in the Amount of \$46,241.88 Including Washington State Sales Tax . **Motion** passed unanimously (6-0).

#### **New Business**

10. Concessionaire Agreement for Jennings Memorial Park.

Councilmember Seibert asked Grant Weed asked if the concessionaires would be required to pay prevailing wage. Grant Weed did not think that the prevailing wage act would apply, but they would be required to cover their employees for unemployment, do the standard withholdings for taxes, etc. There was discussion about the requirements for contractors.

**Motion** made by Councilmember Rasmussen, seconded by Councilmember Seibert, to approve the Concessionaire Agreement for Jennings Memorial Park Agreement. **Motion** passed unanimously (6-0).

11. An **Ordinance** of the City of Marysville, Washington, Amending Sections 3.92.020 and 3.92.030 of the Marysville Municipal Code to Clarify the Amount Paid for Prizes and to Allow for all Bona fide Charitable of Non-Profit Organizations, as Defined in RCW 9.46.0209, to be Exempt from the Tax on Raffles.

**Motion** made by Councilmember Phillips, seconded by Councilmember Seibert, to approve **Ordinance #2773** of the City of Marysville, Washington, Amending Sections 3.92.020 and 3.92.030 of the Marysville Municipal Code to Clarify the Amount Paid for Prizes and to Allow for all Bona fide Charitable of Non-Profit Organizations, as Defined in RCW 9.46.0209, to be Exempt from the Tax on Raffles. **Motion** passed unanimously (6-0).

12. An **Ordinance** of the City of Marysville, Washington, Related to Utility Connection Requirements, Amending Section 14.01.050 Utility Connections Required and Adding a New Section 14.01.055 Water Connection Required.

**Motion** made by Councilmember Soriano, seconded by Councilmember Vaughan to approve **Ordinance #2774** of the City of Marysville, Washington, Related to Utility Connection Requirements, Amending Section 14.01.050 Utility Connections Required and Adding a New Section 14.01.055 Water Connection Required. **Motion** passed unanimously (6-0).

13. An **Ordinance** of the City of Marysville, Washington, Amending MMC 14.07.010(1), Relating to Payment of Capital Improvement Charges for Water and Sewer Utility Connections.

Councilmember Soriano stated that there is a spelling error on the last term in the agreement, "Connections".

**Motion** made by Councilmember Soriano, seconded by Councilmember Nehring, to approve **Ordinance #2775** of the City of Marysville, Washington, Amending MMC 14.07.010(1), Relating to Payment of Capital Improvement Charges for Water and Sewer Utility Connections with spelling correction. **Motion** passed unanimously (6-0).

14. An **Ordinance** of the City of Marysville, Washington, Amending the City's Development Regulations Relating to Residential Accessory Structures and Accessory Dwelling Units, and Amending Chapters 19.08 and 19.34 of the Marysville Municipal Code.

Gloria Hirashima reviewed the three changes that had been made.

Councilmember Seibert thanked Director Hirashima for incorporating changes as discussed by Council. He commented that although he felt that a person should be allowed to build a garage the size that they want, he would be supporting this item. He expressed appreciation for the work done by the Planning Commission and Community Development on this.

**Motion** made by Councilmember Vaughan, seconded by Councilmember Nehring, to approve the **Ordinance #2776** of the City of Marysville, Washington, Amending the City's Development Regulations Relating to Residential Accessory Structures and Accessory Dwelling Units, and Amending Chapters 19.08 and 19.34 of the Marysville Municipal Code. **Motion** passed unanimously (6-0).

15. An **Ordinance** of the City of Marysville, Washington, Amending the 2009 Budget and Providing for the Adjustment of Certain Expenditure Items as Budgeted for in 2009 and Amending Ordinance No. 2751, Amending Ordinance No. 2761, and Amending Ordinance No. 2764.

Finance Director Sandy Langdon handed out copies of ordinances and a resolution related to this item. She then reviewed a PowerPoint presentation regarding the Budget Update 2009 which was delivered to supervisors last week.

Councilmember Lee Phillips asked if they planned to replenish the fund balance transfers if things turn around. Director Langdon stated that they could do that.

Councilmember Nehring thanked Sandy and staff for the hard decisions they had to make on the budget.

Councilmember Soriano complimented the work done by staff.

**Motion** made by Councilmember Nehring, seconded by Councilmember Seibert, to approve **Ordinance #2777** of the City of Marysville, Washington, Amending the 2009 Budget and Providing for the Adjustment of Certain Expenditure Items as Budgeted for in 2009 and Amending Ordinance No. 2751, Amending Ordinance No. 2761, and Amending Ordinance No. 2764. **Motion** passed unanimously (6-0).

16. An **Ordinance** of the City of Marysville, Washington Amending Sections 3.67.010 of the Marysville Code to increase the City Tax Rate from Six Percent of Gross Receipts to Fifteen Percent of Gross Receipts.

**Motion** made by Councilmember Soriano, seconded by Councilmember Seibert, to approve **Ordinance #2778** of the City of Marysville, Washington Amending Sections 3.67.010 of the Marysville Code to increase the City Tax Rate from Six Percent of Gross Receipts to Fifteen Percent of Gross Receipts. **Motion** passed unanimously (6-0).

17. A **Resolution** of the City of Marysville, Washington Authorizing a \$1,776,565.00 Interfund Loan From the Water Sewer Operating Fund 401 to the Parks Capital Improvement Fund 310, and Providing for Payment and a Formula for Payment of interest.

**Motion** made by Councilmember Nehring, seconded by Councilmember Vaughan, to approve **Resolution #2262** of the City of Marysville, Washington Authorizing a \$1,776,565.00 Interfund Loan from the Water Sewer Operating Fund 401 to the Street

Construction Fund 310, and Providing for Payment and a Formula for Payment of interest. **Motion** passed unanimously (6-0).

### **Mayor's Business**

- Attended a ribbon-cutting event on Saturday at the new AT&T complex at Lakewood.
- There will be an open evening on Thursday at the new Sushi Belt in the Lakewood Crossing area.
- The Healthy Communities Challenge Day was great and so was the Friday night news conference on TV.

### **Staff Business**

Kevin Nielsen:

- There is a sink hole on State Avenue about 100 feet south of 76<sup>th</sup> which staff will be addressing.
- Weather has been really nice but staff has been dealing with blooms of algae in the waste water treatment ponds.
- Some of the garbage routes will be changing as of July 1<sup>st</sup> to improve efficiency.
- Good news from WSDOT – Received an approval letter for break-in-access for Highway 9 with some conditions. CAO Swenson commended Kevin Nielsen for his part in this.

Rob Lamoureux

- Staff is investigating a homicide that occurred over the weekend.
- Hilton Pharmacy was robbed at gunpoint today.

Jim Ballew:

- He had a great weekend with the Healthy Communities Challenge Day. There were approximately 48 vendors and 2500 to 3000 people who attended. He thanked staff for all their work on this event. He also thanked Councilmember Soriano and Councilmember Rasmussen, Marysville School District and the YMCA for helping out.
- Strawberry Festival is next week. The trike race is being moved from the Waterfront Park to Asbury Field.

Doug Buell discussed a transfer of control of the franchise with Verizon and the option of joining a consortium. Grant Weed further discussed the interlocal agreement and asked for direction from the Council. He stated that if Marysville would need specific negotiating on a specific point that benefits just Marysville it would not be included in the Interlocal agreement. Also, the initial Interlocal agreement has a monetary cap for the payment of the consultant and for legal services.

Grant Weed requested an executive session to discuss two items regarding acquisition

of real estate which he expected to take approximately 15 to 20 minutes. Action was expected.

Gloria Hirashima congratulated Jim Ballew on the successful Healthy Communities Challenge Day.

Sandy Langdon stated that the auditors would be wrapping up their site work this week.

Mary Swenson:

- She commended Jim Ballew on the Healthy Communities Challenge Day.
- She announced that she has been notified by DOR that Sgt. Gunderson has been put into the LEOFF 1 system.
- She requested a motion from Council to approve a \$5,000 severance package for employees who would need to be laid off.

**Motion** made by Councilmember Phillips, seconded by Councilmember Seibert to approve the \$5,000 severance package. **Motion** passed unanimously (6-0).

### **Call on Councilmembers**

Carmen Rasmussen enjoyed the Healthy Communities Challenge Day. She stressed the importance of the event for the citizens of the Marysville. She attended a separate event where there were some queries about the annexation. She recommended continuing to direct correct information out to the potential annexation areas.

Lee Phillips had no comments.

John Soriano praised the success of the Healthy Communities Challenge Day. He commended all the staff and volunteers involved in that event. Last week he attended a Sno-Isle Commissioners meeting in which Skagit County was reviewing an MCI mass casualty incident. He asked if these simulation events happen on a regular cycle in Marysville. Commander Lamoureux explained that when DEM wants to do an event they just the word out.

Jon Nehring also enjoyed the Healthy Communities Event and congratulated those responsible for it.

Jeff Vaughan asked for an explanation about a letter from the Gambling Commissioner regarding the Class 3 Gaming Compact with the Tulalip Tribes. Grant Weed stated that it was notification of two different opportunities for the City (or anybody else) to comment. He indicated he would review this further and bring back more information for Council.

Jeff Seibert congratulated and thanked those involved in the Healthy Communities Challenge Day. He commended Kevin Nielsen and everyone who worked on the break-in-access issue.

Council recessed at 8:14 p.m. for a short break before reconvening into a 20-minute Executive Session to discuss acquisition of two real estate items with action expected on one item.

### Executive Session

Council entered into Executive Session at 8:25 p.m.

**Motion** made by Councilmember Vaughan, seconded by Councilmember Seibert to extend Executive Session 10 minutes. **Motion** passed unanimously (6-0).

**Motion** made by Councilmember Seibert, seconded by Councilmember Vaughan to extend Executive Session 10 minutes. **Motion** passed unanimously (6-0).

#### A. Litigation

#### B. Personnel

#### C. Real Estate – two items pursuant to RCW 42.30.110 (1) (b)

### Adjournment

**Motion** made by Councilmember Seibert, seconded by Councilmember Phillips to authorize the Mayor to execute the second addendum to the purchase and sale contract as discussed in Executive Session. **Motion** passed unanimously (6-0).

Seeing no further business Mayor Kendall adjourned the meeting at 9:06 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Mayor  
Dennis Kendall

\_\_\_\_\_  
Asst. Admin. Svcs. Director  
Tracy Jeffries

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: June 22, 2009**

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

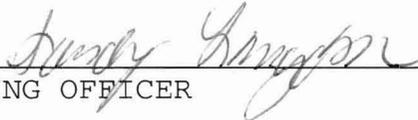
Please see attached.

RECOMMENDED ACTION:  The Finance and Executive Departments recommend City Council approve the <b>June 3, 2009</b> claims in the amount of <b>\$2,070,466.37</b> paid by <b>Check No.'s 56096 through 56229</b> with no <b>Check No.'s voided</b> .
COUNCIL ACTION:

BLANKET CERTIFICATION

**CLAIMS**  
FOR  
**PERIOD-6**

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 **\$2,070,466.37 PAID BY CHECK NO.'S 56096 THROUGH 56229 WITH NO CHECK NUMBER'S VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

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

  
\_\_\_\_\_  
DATE

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **3<sup>rd</sup>** **DAY OF JUNE 2009.**

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

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 5/28/2009 TO 6/3/2009**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
56096	AA CURBING & STRIPING, INC	REPLACE CURBING @ STATE AVE QU	10110361.531000.	597.85
56097	ADVANTAGE BUILDING SERVICES	JANITORIAL SERVICES	00100010.541010.	935.65
	ADVANTAGE BUILDING SERVICES		00101250.541010.	1,036.46
	ADVANTAGE BUILDING SERVICES		00103530.541010.	1,114.17
	ADVANTAGE BUILDING SERVICES		00105250.541000.	115.32
	ADVANTAGE BUILDING SERVICES		00105250.541000.	556.64
	ADVANTAGE BUILDING SERVICES		00105380.541000.	246.14
	ADVANTAGE BUILDING SERVICES		00105380.541000.	327.54
	ADVANTAGE BUILDING SERVICES		00105380.541000.	327.54
	ADVANTAGE BUILDING SERVICES		40141580.541000.	72.16
	ADVANTAGE BUILDING SERVICES		40142480.541000.	78.88
	ADVANTAGE BUILDING SERVICES		40142480.541000.	260.04
	ADVANTAGE BUILDING SERVICES		40142480.541000.	260.43
	ADVANTAGE BUILDING SERVICES		40143410.541000.	498.20
	ADVANTAGE BUILDING SERVICES		40143410.541000.	978.88
	ADVANTAGE BUILDING SERVICES		40143780.541000.	209.38
	ADVANTAGE BUILDING SERVICES		40143780.541000.	258.50
56098	BANDWIDTH.COM INC	911 CALL ROUTING SRVCS	50300090.542000.	-2.83
	BANDWIDTH.COM INC		50300090.542000.	0.18
	BANDWIDTH.COM INC		50300090.542000.	0.54
	BANDWIDTH.COM INC		50300090.542000.	0.80
	BANDWIDTH.COM INC		50300090.542000.	0.85
	BANDWIDTH.COM INC		50300090.542000.	1.14
56099	JAMES E & JONI L BARNHART	SETTLEMENT AGREEMENT TO CONVE	30500030.563000.R0701	6,200.00
56100	RAE BOYD, APRN, BC	INMATE MEDICAL CARE	00103960.541000.	2,935.00
56101	JOHN BUELL	REIMBURSE MEAL	40140380.549000.	9.85
56102	MELINDA CAMPBELL	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
56103	CARR'S ACE HARDWARE	PADLOCK,KEYS,ROLLER HANDLE	10111230.531000.	57.82
	CARR'S ACE HARDWARE	SUPPLIES FOR SIGNAL MAINT	10111864.531000.	82.36
	CARR'S ACE HARDWARE	HOSE,CLAMPS	40142280.531000.	32.11
	CARR'S ACE HARDWARE	SHOVEL,RAKE,BAGS	40142480.531300.	51.31
56104	CASCADE FASTENER INC	18G BOLT	00105380.531000.	21.83
56105	CASCADE NATURAL GAS	NATURAL GAS SRVC	40141580.547000.	1,233.61
56106	CDW GOVERNMENT INC	REPLACEMENT PHONE CORDS	50350390.535000.RPLC	33.10
56107	CEMEX	CLASS B ASPHALT	40142680.531000.	355.61
	CEMEX		40142680.531000.	365.55
56108	CHELAN COUNTY SUPERIOR COURT	BAIL POSTED	001.229050.	350.00
56109	CHUCKANUT GOLF CARS INC	(20) GOLF CART RENTAL	42047267.545000.	760.00
56110	CI TECHNOLOGIES INC	SOFTWARE MAINT ANNUAL FEE	00103010.541000.	1,954.80
56111	CLEARCREEK HOMEOWNERS ASSOCIATION	REFUND BUSINESS LICENSE FEE	00100321.319000.	50.00
56112	CONCRETE NOR'WEST	WASHED FILL SAND,SCREENINGS	00105380.531000.	215.15
56113	CO-OP SUPPLY	GARBAGE CAN,LIME,CORDS	40142480.531000.	33.61
56114	CORPORATE OFFICE SUPPLY	WYPALL WIPES	501.141100.	81.40
56115	WA DEPT OF CORRECTIONS	INMATE MEALS	00103960.531250.	1,633.57
56116	CORSTONE CONSTRUCTION	WATCHDOG REFUND LESS DEPOSIT	401.245200.	173.40
56117	CPR TECHNOLOGY	NEXTEL MISC EQUIPMENT	503.231700.	-2.09
	CPR TECHNOLOGY		50350390.542000.	26.34
56118	VONNIE CRAWFORD	INSTRUCTOR SERVICES	00105250.541020.	195.00
56119	CRYSTAL SPRINGS	WATER COOLER	40142480.531330.	117.68
56120	DATABASE SECURE RECORDS DESTRUCTIO	MONTHLY SHREDDING SERVICE	00100310.531000.	19.52
	DATABASE SECURE RECORDS DESTRUCTIO		00103010.541000.	50.00
	DATABASE SECURE RECORDS DESTRUCTIO		00103121.541000.	50.00
	DATABASE SECURE RECORDS DESTRUCTIO		00103222.541000.	50.00
	DATABASE SECURE RECORDS DESTRUCTIO		00104190.549000.	59.55
56121	SHEILA DAVIS	INSTRUCTOR SERVICES	00105120.541020.	160.00

**CITY OF MARYSVILLE  
 INVOICE LIST  
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
56122	JENIFER L. DEFFENBAUGH	WITNESS FEES	00100050.549210.	17.83
56123	DICKS TOWING INC	TOWING EXPENSE	00103222.541000.	43.44
	DICKS TOWING INC		00103222.541000.	43.44
	DICKS TOWING INC		00103222.541000.	43.44
	DICKS TOWING INC		00103222.541000.	43.44
56124	DMI DRILLING CONSTRUCTION	WELL DRILL FOR DEWATERING	40140480.548000.	11,019.64
56125	DSHS	UB 921016000000 807 BEACH AVE	401.122110.	115.89
56126	DUNN LUMBER	CAP,ANCHOR ANGLE	00105380.531000.	54.13
56127	DUTTON ELECTRIC CO., INC.	ELECTRICAL WORK-4TH&CEDAR SIG	00105380.531000.	921.47
56128	E&E LUMBER INC	32 GAL GARBAGE CAN	00100010.531000.	24.42
	E&E LUMBER INC	CONCRETE	00105380.531000.	9.61
	E&E LUMBER INC	PIPE,CAP	00105380.531000.	11.38
	E&E LUMBER INC	ROLLER COVER,ROLLER,BRUSH	00105380.531000.	45.48
	E&E LUMBER INC	RED TRAFFIC PAINT,ROLLERS,TRAY	00105380.531000.	68.55
	E&E LUMBER INC	MIRACLE GRO	00105380.531000.	146.65
	E&E LUMBER INC	FASTENERS	00105380.531000.	243.69
	E&E LUMBER INC	BUCKET,ROLLER COVER,BRUSHES	00105380.549000.	54.01
	E&E LUMBER INC	PAINT	00105380.549000.	575.15
	E&E LUMBER INC	2 X 6 X 16 UNIVERSAL	10111561.549200.M0908	27.01
	E&E LUMBER INC	SCREWS,WASHERS,BOLTS	40143780.531000.	5.43
	E&E LUMBER INC	BIT,FASTENER	40143780.531000.	5.58
	E&E LUMBER INC	TARP FOR DIRT PILES	40145040.548000.	260.38
56129	FENCE SYSTEMS NW INC	REPAIR CHAIN LINK FENCE	40140080.548000.	1,317.32
56130	EDGE ANALYTICAL INC	LAB SAMPLES	40140780.541000.	632.00
	EDGE ANALYTICAL INC		40140780.541000.	632.00
56131	EVERETT COMMUNITY COLLEGE	JOB FAIR ENTRY FEE	00103222.549000.	50.00
56132	EVERETT HYDRAULICS INC	HYDRAULIC PUMP	41046060.548000.	2,771.08
56133	EVERGREEN SECURITY SYSTEMS	ANNUAL TESTING	00101250.531000.	81.45
56134	FEDEX	SHIPPING EXPENSE	40142480.541000.	12.68
56135	FIDALGO PAVING & CONSTRUCTION, LLC	PAY ESTIMATE #2 LESS RETAINAGE	305.223400.	-262.50
	FIDALGO PAVING & CONSTRUCTION, LLC		30500030.563000.R0903	5,250.00
56136	GENERAL CHEMICAL CORP	ALUM SULFATE	40142480.531320.	3,883.82
	GENERAL CHEMICAL CORP		40142480.531320.	4,232.10
	GENERAL CHEMICAL CORP		40142480.531320.	4,259.38
56137	GIBSON TRAFFIC CONSULTANTS	PAY ESTIMATE # 3	30500030.563000.R0904	5,040.00
56138	GREG LARSON SPORTS	(8) WAKA GAME BALLS	001.231700.	-9.11
	GREG LARSON SPORTS		00105120.531050.	115.02
56139	JEFF GOLDMAN	TUITION REIMBURSEMENT	00103010.549100.	819.25
56140	GRAINGER INC	HEARING IMPAIRED SIGNS	00101250.531000.	39.56
	GRAINGER INC		00103530.531000.	39.57
56141	GRANDVIEW NORTH LLC	UB 836110550000 6110 55TH AVE	401.122110.	36.36
56142	GRANITE CONSTRUCTION COMPANY	PAY ESTIMATE # 10	30500030.563000.R0301	383,253.79
	GRANITE CONSTRUCTION COMPANY		40220594.563000.W0007	103,501.36
	GRANITE CONSTRUCTION COMPANY		40230594.563000.S0701	176,050.39
	GRANITE CONSTRUCTION COMPANY		40250594.563000.D0501	101,415.62
56143	GREENSHIELDS INDUSTRIAL SUPPLY	1/32" DRILL BIT	40142480.531300.	15.58
56144	HARRIS & ASSOCIATES	PAY ESTIMATE # 12	30500030.563000.R0301	43,973.31
	HARRIS & ASSOCIATES		40220594.563000.W0007	11,825.49
	HARRIS & ASSOCIATES		40230594.563000.S0701	20,147.13
	HARRIS & ASSOCIATES		40250594.563000.D0501	11,650.30
56145	HASLER, INC	POSTAGE METER LEASE PAYMENT	00104190.545000.	219.60
56146	ROSE HAYES	INSTRUCTOR SERVICES	00105250.541020.	56.00
	ROSE HAYES		00105250.541020.	82.00
56147	HDR ENGINEERING, INC.	PAY ESTIMATE # 25	30500030.563000.R0502	3,491.75
56148	HEALTHFORCE PARTNERS, INC	RESPIRATORY QUESTIONNAIRE REVI	00100310.531200.	217.00

**CITY OF MARYSVILLE  
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
56148	HEALTHFORCE PARTNERS, INC	DOT EXAM-ROSE,J	41046060.541000.	54.00
56149	SNO CO DEPT OF INFORMATION SVCS	EXCEL CLASSES-HAYES, J	10111160.549000.	200.00
56150	JOHN DEERE CORP	LEASE AGREEMENT # 001-0067183-	00105120.541000.	980.64
	JOHN DEERE CORP		00105380.526000.	3,400.00
	JOHN DEERE CORP		00105380.535000.	3,000.00
	JOHN DEERE CORP		00105380.545000.	2,000.00
	JOHN DEERE CORP		00105380.549000.	3,000.00
56151	JOHN DEERE LANDSCAPES, INC	(40) TURFACE GAMESAVER	00105120.531010.	402.19
56152	MARCIA KELLEY	REIMBURSE TRAVEL EXPENSE	00100310.549000.	157.18
56153	DENNIS KENDALL	REIMBURSE MEALS/ICSC RECON	00100110.543000.	24.52
56154	KIDZ LOVE SOCCER INC	INSTRUCTOR SERVICES	00105120.541020.	192.00
	KIDZ LOVE SOCCER INC		00105120.541020.	336.00
	KIDZ LOVE SOCCER INC		00105120.541020.	384.00
	KIDZ LOVE SOCCER INC		00105120.541020.	576.00
	KIDZ LOVE SOCCER INC		00105120.541020.	780.00
	KIDZ LOVE SOCCER INC		00105120.541020.	816.00
56155	L-CAM, INC	WIRELESS PROJECT (PW)	503.231700.	-17.20
	L-CAM, INC		50300090.535000.	217.10
56156	LADY OF LETTERS, INC	MINUTE TAKING SERVICE	00105380.541000.	170.00
56157	LAKESIDE EQUIPMENT CORPORATION	WEAR SLEEVES	401.231700.	-29.93
	LAKESIDE EQUIPMENT CORPORATION		40142480.548000.	377.93
56158	LASTING IMPRESSIONS INC	EMBROIDERY-RICHES,R	00103222.526000.	16.29
56159	DEPT OF LICENSING	BRENNER, TRISTIAN (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	PARKHURST, WILLIAM (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	SHEPARD, JOHN (ORIGINAL)	001.237020.	18.00
56160	LITTLE RED WEAVER BIRD, INC	INSTRUCTOR SERVICES	00105120.541020.	180.00
	LITTLE RED WEAVER BIRD, INC		00105120.541020.	384.00
	LITTLE RED WEAVER BIRD, INC		00105120.541020.	768.00
56161	AMANDA LEE LOSEY	WITNESS FEES	00100050.549210.	12.52
56162	LOWES HIW INC	PVC FITTINGS	40140180.548000.	33.25
	LOWES HIW INC	LADDER FOR STILLY	40141580.535000.	275.84
56163	JIM MARKLEY	ENTERTAINMENT	00105250.531050.	65.00
56164	MARYSVILLE FIRE DIST #12	FIRE CONTROL/EMERGENCY AID	00109522.551000.	432,938.46
	MARYSVILLE FIRE DIST #12		00109526.551000.	198,234.06
56165	MARYSVILLE GLOBE	2 YR SUBSCRIPTION GLOBE-PW DEP	40143410.549000.	45.00
56166	MARYSVILLE PRINTING	ENVELOPES	00100110.531000.	119.46
	MARYSVILLE PRINTING		00105515.531000.	119.46
56167	MCNEILUS TRUCK & MFG	REPAIR PACKER EJECT END CAPS	41046060.548000.	2,943.38
56168	MERLINO BROTHERS LLC	7826 51ST AVE NE SIDEWALK	101.223400.	-330.35
	MERLINO BROTHERS LLC		10111561.549200.M0908	6,607.00
56169	JAMES A MORRIS	APPEARANCE @ HEALTHY COMM DA'	00105090.531000.0811	1,000.00
56170	MOTOROLA	(12) MODEMS	50100048.564000.	23,483.66
56171	HERMAN MOUNT	LEOFF 1 REIMBURSEMENT	00103010.541100.	49.00
56172	MURRAY, SMITH & ASSOCIATES, INC.	PAY ESTIMATE # 23	40220594.563000.W0502	2,437.80
	MURRAY, SMITH & ASSOCIATES, INC.	PAY ESTIMATE # 22	40220594.563000.W0502	6,495.85
56173	NEXTEL COMMUNICATIONS	ACCT #130961290	40141580.531000.	47.87
	NEXTEL COMMUNICATIONS		40142280.531000.	47.87
56174	TIMOTHY L. NOAH	APPEARANCE @ HEALTHY COMM DA'	00105090.531000.0811	1,200.00
56175	NORTH COAST ELECTRIC COMPANY	SPADE TERMINALS, CIRCUIT BREAK	10111864.531000.	190.22
	NORTH COAST ELECTRIC COMPANY	WOOD HEAD UV WIPER REMOTE	40142480.548000.	137.62
56176	NORTH COUNTY OUTLOOK	AD-09 SUMMER ACTIVITIES GUIDE	00105120.544000.	100.00
56177	NORTHSTAR CHEMICAL INC.	SODIUM HYPOCHLORITE	40140780.531001.	1,545.92
	NORTHSTAR CHEMICAL INC.		40141580.531320.	1,000.12
56178	NORTHWEST CASCADE INC	(4) HONEY BUCKET	00105120.531010.	413.30
	NORTHWEST CASCADE INC	HONEY BUCKET	00105380.545000.	103.33

**CITY OF MARYSVILLE  
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
56179	NORTHWESTERN AUTO REBUILD INC	REPAIR ACCIDENT DAMAGE VEH P11	50100065.548000.	3,771.72
56180	DEREK OATES	REIMBURSE LADDER PURCHASE	00103222.531000.	150.95
56181	OFFICE DEPOT	OFFICE SUPPLIES	00100310.531000.	6.80
	OFFICE DEPOT		00100310.531000.	16.60
	OFFICE DEPOT		00100310.531000.	47.19
	OFFICE DEPOT		00100310.531000.	90.91
	OFFICE DEPOT	REFUND OFFICE SUPPLIES	00103121.531000.	-23.87
	OFFICE DEPOT	OFFICE SUPPLIES	00103121.531000.	23.87
	OFFICE DEPOT		00103121.531000.	61.10
	OFFICE DEPOT		00103222.531000.	174.91
	OFFICE DEPOT		00103222.531000.	224.67
	OFFICE DEPOT		00103222.531000.	310.00
	OFFICE DEPOT		00103960.531000.	15.00
	OFFICE DEPOT		00104190.531000.	25.00
	OFFICE DEPOT		00104190.531000.	32.00
	OFFICE DEPOT		00105515.531000.	23.62
56182	OTAK	PAY ESTIMATE # 37	40145040.541000.D0720	2,910.50
	OTAK	PAY ESTIMATE # 38	40145040.541000.D0720	7,959.25
	OTAK	PAY ESTIMATE # 3	40250594.563000.D0902	28,425.79
	OTAK	PAY ESTIMATE # 10	40250594.563000.D0401	32,997.70
56183	PACIFIC NW BUSINESS PRODUCTS INC	INK CARTRIDGE	00100110.531000.	24.04
56184	PACIFIC POWER PRODUCTS	INNERTUBE	42047165.548000.	35.45
	PACIFIC POWER PRODUCTS	PILLOW BLOCK ASSEMBLY	42047165.548000.	96.29
	PACIFIC POWER PRODUCTS	WHEEL RIM	42047165.548000.	175.88
56185	PACIFIC TOPSOILS INC	ASPHALT DUMP	10110130.531000.	34.50
	PACIFIC TOPSOILS INC		10110130.531000.	34.50
	PACIFIC TOPSOILS INC		10110130.531000.	34.50
	PACIFIC TOPSOILS INC		10110130.531000.	34.50
	PACIFIC TOPSOILS INC		10110130.531000.	34.50
	PACIFIC TOPSOILS INC	CONCRETE DUMP	10110130.531000.	42.50
	PACIFIC TOPSOILS INC		10110130.531000.	51.00
	PACIFIC TOPSOILS INC		10110130.531000.	51.00
	PACIFIC TOPSOILS INC	ASPHALT DUMP	10110361.531000.	34.50
	PACIFIC TOPSOILS INC		10110361.531000.	34.50
	PACIFIC TOPSOILS INC		10110361.531000.	34.50
	PACIFIC TOPSOILS INC		10110361.531000.	34.50
	PACIFIC TOPSOILS INC		10110361.531000.	34.50
	PACIFIC TOPSOILS INC	CONCRETE DUMP	10110361.531000.	42.50
	PACIFIC TOPSOILS INC		10110361.531000.	51.00
	PACIFIC TOPSOILS INC		10110361.531000.	51.00
	PACIFIC TOPSOILS INC	ASPHALT DUMP	10111561.549200.M0908	138.00
	PACIFIC TOPSOILS INC	CONCRETE DUMP	10111561.549200.M0908	170.00
	PACIFIC TOPSOILS INC	ASPHALT DUMP	40141380.531000.	34.50
	PACIFIC TOPSOILS INC		40141380.531000.	34.50
	PACIFIC TOPSOILS INC		40141380.531000.	34.50
	PACIFIC TOPSOILS INC		40141380.531000.	34.50
	PACIFIC TOPSOILS INC		40141380.531000.	34.50
	PACIFIC TOPSOILS INC	CONCRETE DUMP	40141380.531000.	42.50
	PACIFIC TOPSOILS INC		40141380.531000.	51.00
	PACIFIC TOPSOILS INC		40141380.531000.	51.00
	PACIFIC TOPSOILS INC	ASPHALT DUMP	40142680.531000.	34.50
	PACIFIC TOPSOILS INC		40142680.531000.	34.50
	PACIFIC TOPSOILS INC		40142680.531000.	34.50
	PACIFIC TOPSOILS INC		40142680.531000.	34.50

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 5/28/2009 TO 6/3/2009**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
56185	PACIFIC TOPSOILS INC	CONCRETE DUMP	40142680.531000.	42.50
	PACIFIC TOPSOILS INC		40142680.531000.	51.00
	PACIFIC TOPSOILS INC		40142680.531000.	51.00
56186	PILCHUCK IRRIGATION	REMOVE,RELOCATE 12' FIR TREE	40140380.541000.	624.45
56187	PIPE EXPERTS, LLC	PAY ESTIMATE # 1	40230594.563000.S0902	144,878.00
56188	THE POLICE & SHERIFFS PRESS, INC	NEW ID CARDS	001.231700.	-71.24
	THE POLICE & SHERIFFS PRESS, INC		00103010.549000.	899.56
56189	ELIZABETH POLLACK	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
56190	SHAWN POLLARD		001.239100.	58.00
56191	PROGRESSIVE BUSINESS PUBLICATIONS	SUBSCRIPTION RENEWAL-PAYROLL	00101023.549000.	230.00
56192	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #829-000-110-9	10110463.547000.	80.49
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #490-001-234-7	10111864.547000.	88.49
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #172-000-169-0	10111864.547000.	480.94
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #525-001-287-8	40142280.547000.	130.10
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #399-001-695-2	40142480.547000.	183.74
56193	PUD NO 1 OF SNOHOMISH COUNTY	REPLACE LIGHT @ 7228 37TH ST N	10110463.548000.	3,088.58
	PUD NO 1 OF SNOHOMISH COUNTY	UTILITY RELOCATION AGREEMENT	30500030.563000.R0301	105,946.81
56194	R W BECK	PAY ESTIMATE # 1	40145040.541000.D0901	7,476.86
56195	R&D PARK CREEK LLC	RECOVERY CONTRACT # 253-SEWER	401.253000.	80.02
56196	RADIOSHACK	REPLACE TV REMOTE @ JAIL	00100010.531000.	8.68
56197	RAMANDA MEDFORD	LODGING-LEE, D (NAMOA)	00103222.543000.	277.20
	RAMANDA MEDFORD		00103222.543000.	277.20
56198	RH2 ENGINEERING INC	PAY ESTIMATE # 14	40200034.560000.W0705	8,980.92
	RH2 ENGINEERING INC	PAY ESTIMATE # 25	40220594.563000.W0605	725.00
56199	TAMARA ROBBINS	INSTRUCTOR SERVICES	00105120.541020.	126.00
	TAMARA ROBBINS		00105120.541020.	224.00
56200	SCIENTIFIC SUPPLY & EQUIPMENT INC	TUBING,MEMBRANE FILTERS	40142480.531330.	101.66
	SCIENTIFIC SUPPLY & EQUIPMENT INC	TUBING	40142480.531330.	148.95
	SCIENTIFIC SUPPLY & EQUIPMENT INC	TUBING,MEMBRANE FILTERS	40142480.531330.	471.01
56201	DONALD G HOLT INC	SEAL COAT ASPHALT @ 10TH ST SC	00105580.548000.	2,905.05
56202	SIGNAL ELECTRIC	PAY ESTIMATE # 2	30500030.563000.R0804	48,141.64
56203	SITELINES PARK & PLAYGROUND PRODUCT	EQUIPMENT @ NO POINT PARK	31000076.563000.P0903	12,847.38
56204	RAY SIZEMORE	LEOFF 1 REIMBURSEMENT	00103010.541100.	23.00
56205	SMITH, RON & JOANNA	UB 760155000001 7313 57TH ST N	401.122110.	270.08
56206	SOUND HARLEY DAVIDSON	MOTORCYCLE REPAIRS	00103222.548000.	306.82
	SOUND HARLEY DAVIDSON		00103222.548000.	1,202.07
	SOUND HARLEY DAVIDSON		00103222.548000.	1,611.43
	SOUND HARLEY DAVIDSON		00103222.548000.	3,498.49
	SOUND HARLEY DAVIDSON		00103222.548000.	3,516.40
56207	SOUND SAFETY PRODUCTS CO INC	GLOVES	42047165.526000.	14.70
56208	SPIKES GOLF SUPPLIES INC	SOFT SPIKES	420.141100.	87.54
56209	SPRINGBROOK NURSERY	1 YD GRAVEL	00105380.531000.	18.85
	SPRINGBROOK NURSERY	2 YDS GRAVEL	00105380.531000.	37.70
	SPRINGBROOK NURSERY	3 YDS SAND	00105380.531000.	48.47
56210	JAMES STRICKLAND	REIMBURSE WAX PURCHASE	00103960.531000.	12.98
56211	SUNSET BOULEVARD PROPERTY LLC	RECOVERY CONTRACT #253-SEWER	401.253000.	80.02
56212	TITLEIST	COBRA BAFFLER	420.141100.	123.72
56213	DEPT OF TRANSPORTATION NW REGION	PROJECT COSTS-3/09	30500030.563000.R0904	728.83
	DEPT OF TRANSPORTATION NW REGION	PROJECT COSTS-2/09	40220594.563000.W R&R	2,961.61
56214	DEPT OF TRANSPORTATION NW REGION	CLASS-LAYCOCK, JEFF	00100020.549000.	125.00
56215	DEPT OF TRANSPORTATION NW REGION	CONSTRUCTION ENGINEERING-4/09	40220594.563000.W0802	1,467.36
	DEPT OF TRANSPORTATION NW REGION	CONSTRUCTION COSTS-3/09	40220594.563000.W0802	9,143.81
56216	TREE TOP TREE SRVCS	REMOVE TWO LEANING TREES	10110770.549000.	271.25
56217	UNITED PARCEL SERVICE	SHIPPING EXPENSE	00103222.541000.	33.37
56218	UNITED RENTALS	STARTER RECOIL,BOLTS	10110770.531000.	42.65

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 5/28/2009 TO 6/3/2009**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
56219	UNIVERSITY OF WASHINGTON	TRAFFIC SIGNAL TRAINING-MORRIS	00100020.549000.	360.00
56220	USA MOBILITY WIRELESS, INC.	PAGER SERVICE	00104190.542000.	24.75
56221	VERIZON NORTHWEST	ACCT #101451140308	00100010.542000.	133.48
	VERIZON NORTHWEST	ACCT #100152074306	00103530.542000.	106.06
	VERIZON NORTHWEST	ACCT #101543765602	00104000.542000.	35.08
	VERIZON NORTHWEST	ACCT #101543766403	00104000.542000.	35.08
	VERIZON NORTHWEST	ACCT #101543764801	00104000.542000.	87.88
	VERIZON NORTHWEST	ACCT #101543767204	00104000.542000.	87.88
	VERIZON NORTHWEST	ACCT #107747568401	00104190.542000.	53.03
	VERIZON NORTHWEST	ACCT #104650377503	00105250.542000.	133.02
	VERIZON NORTHWEST	ACCT #102564566904/DEERING	00105380.542000.	54.77
	VERIZON NORTHWEST	ACCT #107257906607	00105580.547000.	480.04
	VERIZON NORTHWEST	ACCT #10624354707	10111864.547000.	180.15
	VERIZON NORTHWEST	ACCT #105543546905	40140180.547000.	50.56
	VERIZON NORTHWEST	ACCT #0064811477782	40141580.547000.	100.92
	VERIZON NORTHWEST	ACCT #105660553702	40142280.542000.	333.01
	VERIZON NORTHWEST	ACCT #1101641995410	40143410.542000.	30.22
	VERIZON NORTHWEST	ACCT #1101841995100	40143410.542000.	30.22
	VERIZON NORTHWEST	ACCT #1104741995604	40143410.542000.	30.22
	VERIZON NORTHWEST	ACCT #101642285704	40143410.542000.	30.63
	VERIZON NORTHWEST	ACCT #1101341996104	40143410.542000.	65.74
	VERIZON NORTHWEST	ACCT #1103241996301	40143410.542000.	65.74
	VERIZON NORTHWEST	ACCT #1108541996810	40143410.542000.	65.74
	VERIZON NORTHWEST	ACCT #1109792481505	40143410.542000.	74.92
	VERIZON NORTHWEST	ACCT #1105841995206	40143410.542000.	75.89
	VERIZON NORTHWEST	ACCT #106853520208	40143780.542000.	53.03
56222	VERIZON NORTHWEST	METER READING PROF SERVICES	40141280.541000.	403.08
56223	VINYL SIGNS & BANNERS	4 X 8 SIGN-HEALTHY COMM	00105090.531000.0811	166.70
56224	WA STATE BAR ASSOCIATION	RULE 9 INTERN-ESWORTHY, SEAN	00105515.549000.	50.00
56225	WELCOME COMMUNICATIONS	REPLACEMENT BATTERY	00103222.531000.	104.93
	WELCOME COMMUNICATIONS	RADIO BATTERIES	00103222.531000.	306.81
56226	WESTERN FACILITIES SUPPLY INC	JANITORIAL SUPPLIES-RESTAURANT	42047165.531700.	61.84
	WESTERN FACILITIES SUPPLY INC		42047165.531700.	228.66
56227	WRECKING BALL DEMOLITION	WATCHDOG REFUND LESS DEPOSIT	401.245200.	196.50
56228	ZEE MEDICAL SERVICE	RESTOCK FIRST AID KITS	00100020.531000.	29.47
	ZEE MEDICAL SERVICE		00102020.531000.	29.46
	ZEE MEDICAL SERVICE		10111230.531000.	44.14
	ZEE MEDICAL SERVICE		40143410.531000.	29.47
	ZEE MEDICAL SERVICE		40143780.531000.	44.15
56229	SHEENA ROSE ZINN	WITNESS FEES	00100050.549210.	17.83
<b>WARRANT TOTAL:</b>				<b><u>2,070,466.37</u></b>

**REASON FOR VOIDS:**

- INITIATOR ERROR**
- WRONG VENDOR**
- CHECK LOST IN MAIL**

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: June 22, 2009**

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 **June 10, 2009** claims in the amount of **\$3,848,576.35** paid by **Check No.'s 56230 through 56347** with **Check No.'s 26016, 28521 & 56078 voided.**

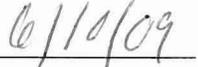
**COUNCIL ACTION:**

BLANKET CERTIFICATION

**CLAIMS**  
FOR  
**PERIOD-6**

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 **\$3,848,576.35 PAID BY CHECK NO.'S 56230 THROUGH 56347 WITH CHECK NUMBER'S 26016, 28521 & 56078 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 **10<sup>th</sup> DAY OF JUNE 2009.**

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

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 6/4/2009 TO 6/10/2009**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
56230	A & A LANGUAGE SERVICES	INTERPRETER SERVICES	00102515.549000.	169.05
56231	IBRAHIM HUSSEIN ABDI		00102515.549000.	150.00
56232	KAMAL ABOUZAKI		00102515.549000.	150.00
56233	ADVANTAGE BUILDING SERVICES	EXTRA CLEANING @ KBSCC	00105250.541000.	108.00
56234	AUTOMATIC FUNDS TRANSFER SERVICES	WEB PAYMENT SERVICES 4/09	00143523.541000.	728.25
	AUTOMATIC FUNDS TRANSFER SERVICES	REMITTANCE PROCESSING 4/09	00143523.541000.	985.66
	AUTOMATIC FUNDS TRANSFER SERVICES	BILL PRINTING SERVICES 4/09	00143523.541000.	7,220.27
56235	ROY A ALDERMAN	REIMBURSE MILEAGE	40143410.543010.	72.71
56236	MARILU ALFARO	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
56237	ALLIED EMPLOYERS LABOR RELATIONS	MEMBERSHIP DUES 6/09	00100310.541000.	2,254.85
56238	AMERICAN SOCCER COMPANY	(30) CASES WHITE AEROSAL PAINT	00105120.531030.	928.50
56239	WILLIAM ANGLE	CONSULTING SERVICES 5/09	00100110.541000.0801	7,822.50
56240	ARLINGTON HARDWARE & LUMBER	EDWARD SPRINGS PUMP REPAIR	40140180.531000.	21.27
56241	BANDWIDTH.COM INC	MONTHLY SERVICE CHARGE 6/09	50300090.542000.	94.79
56242	CASEY L. BARBER	WITNESS FEES	00100050.549210.	17.28
56243	BILLS BLUEPRINT INC	MAP COPIES	00102020.531000.	21.89
56244	DAVID BOESPFLUG	REFUND CAMP FEES	00110347.376010.	259.00
56245	MEAGHAN BROCK	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
56246	THOMAS BROWN	REFUND RENTAL FEES	001.239100.	100.00
	THOMAS BROWN		00110347.376014.	60.00
56247	MARY BURNS	REFUND CLASS FEES	00110347.376009.	17.00
56248	GWENDOLYN R CAMPBELL	ANALYSIS PERFORMED	00100310.541000.	455.00
56249	IRATXE CARDWELL	INTERPRETER SERVICES	00102515.549000.	100.00
	IRATXE CARDWELL		00102515.549000.	100.00
56250	VICKI CARVER	INSTRUCTOR SERVICES	00105120.541020.	78.20
	VICKI CARVER		00105120.541020.	197.84
	VICKI CARVER		00105120.541020.	291.55
56251	CEMEX	CLASS B ASPHALT	10110130.531000.	286.76
	CEMEX		10110130.531000.	496.86
	CEMEX	ATB FOR PRE LEVEL	10111561.549200.M0908	2,406.03
56252	CHORS, GAVIN H	UB 651051500000 10515 64TH AVE	401.122110.	134.10
56253	CNR, INC	MAINT CONTRACT 6/09	50300090.541000.	1,355.79
56254	MERRITT SCOTT CONNER	INSTRUCTOR SERVICES	00105250.541020.	132.00
56255	CO-OP SUPPLY	(48) LIME	00105120.531010.	218.42
	CO-OP SUPPLY	ROUND UP WEED KILLER	00112572.531000.	17.37
	CO-OP SUPPLY	TRIMMER LINE	40140280.531000.	43.43
56256	COVAD COMMUNICATIONS	INTERNET SERVICES 6/09	50300090.541000.	243.90
56257	DAILY JOURNAL OF COMMERCE	PUBLICATION FOR HYDRAULIC EXCA	50100065.544000.	216.00
56258	DATABASE SECURE RECORDS DESTRUCTIO	CREDIT MEMO-BILLED IN ERROR	00100050.548000.	-19.52
	DATABASE SECURE RECORDS DESTRUCTIO	MONTHLY SHREDDING SERVICE	00100050.548000.	86.69
56259	SHEILA DAVIS	INSTRUCTOR SERVICES	00105120.541020.	300.00
56260	DAY WIRELESS SYSTEMS	EXPERT WITNESS TESTIMONY	00100050.549210.	130.32
56261	E&E LUMBER INC	GRAFFITI SUPPLIES	00102020.531000.	8.67
	E&E LUMBER INC	TAPE,STAPLES,TIES,EYE BOLT	00105120.531000.	51.64
	E&E LUMBER INC	CABLE TIES	00105120.531030.	19.04
	E&E LUMBER INC	RETURN WHITEWOOD	00105380.531000.	-107.29
	E&E LUMBER INC	CONCRETE, EXP JOINT	00105380.531000.	10.70
	E&E LUMBER INC	SPRAY PAINT	00105380.531000.	13.66
	E&E LUMBER INC	WHITEWOOD	00105380.531000.	17.82
	E&E LUMBER INC	SHOWERWAND	00105380.531000.	20.62
	E&E LUMBER INC	PAINT,CEMENT	00105380.531000.	22.96
	E&E LUMBER INC	WHITEWOOD	00105380.531000.	53.88
56262	ENGINEERED CONTROL CONTROL SYSTEMS	REPAIR BROKEN SEC CAMERA @ PSB	00100010.548000.	827.71
56263	EVERETT HYDRAULICS INC	REB HYD CYLINDERS X 2	41046060.548000.	2,333.76
56264	CITY OF EVERETT	ANIMAL SHELTER FEES	00104230.551000.	6,708.00

**CITY OF MARYSVILLE  
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
56265	EXIDE	REFUND CORE CHARGES	501.141100.	-10.86
	EXIDE	BATTERY W/CORE CHARGE	501.141100.	63.56
56266	FIRE PROTECTION,INC	ANNUAL INSPECTION @ PW X 2 BLD	40143410.548000.	176.47
	FIRE PROTECTION,INC		40143780.548000.	176.48
56267	FRAME RATE	TECH ASSIST PROGRAM SUBSCRIPTI	00100720.541000.	1,287.00
56268	CRAIG A. FULLERTON	CONSULTING-PROPERTY SEARCH	00100110.541000.	420.00
56269	LILIA GARCIA	REFUND DEPOSIT FOR RENTAL	001.239100.	58.00
56270	MICHELLE KEMP-GEHLSSEN	PRO-TEM SERVICES	00100050.541000.	185.00
56271	GENUINE AUTO GLASS OF EVERETT, LLC	REPAIR REAR WINDOW	50100065.548000.	396.39
56272	GOLDSTREET DESIGN AGENCY INC	09 WATER QUALITY REPORT	40140780.541000.	10,000.00
56273	H & L SPORTING GOODS	(42 DZ) SOFTBALLS	00105120.531010.	1,756.06
56274	HAGGEN, INC.	LUNCH MTG ITEMS(DISCOVERY REQ'	00100110.549000.	11.94
	HAGGEN, INC.		00105515.549000.	23.87
56275	HART, MICHAEL & JESSICA	UB 846719860000 6719 86TH AVE	401.122110.	125.30
56276	ANDREA HARTLAND KINGSFORD	REIMBURSE WORKSHOP FEES	00105120.549000.	25.00
56277	HDR ENGINEERING, INC.	PAY ESTIMATE # 21	30500030.563000.R0603	20,168.09
56278	JANAY HUNTER	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
56279	LETTIE HYLARIDES	INTERPRETER SERVICES	00102515.549000.	108.80
	LETTIE HYLARIDES		00102515.549000.	108.80
	LETTIE HYLARIDES		00102515.549000.	108.80
	LETTIE HYLARIDES		00102515.549000.	108.80
56280	INDUSTRIAL SUPPLY INC	GRINDING STONE	50100065.534000.	30.19
56281	J & S INVESTMENTS ONE LLC	UB 820070000002 5422 GROVE ST	401.122110.	127.15
56282	STEPHANIE JANEWAY	REFUND CLASS FEES	00110347.376009.	8.00
56283	KESSELINGS GUN SHOP INC	AMMUNITION	00103740.531000.	3,329.02
56284	LASTING IMPRESSIONS INC	(75) KICKBALL T-SHIRTS	00105120.531041.	568.26
56285	LAWN EQUIPMENT SUPPLY	WAVE WASHER	42047165.548000.	3.92
56286	DEPT OF LICENSING	BRESTAR, LAWERANCE (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	O'CONNOR, DAVID (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	SCONYERS, ADAM (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	SPECK, BRANDON (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	MUNRO, CHRISTINE (LT RENEWAL)	001.237020.	21.00
56287	LINKS TURF SUPPLY INC	TRIMMER LINE	42047165.548000.	63.97
56288	LITTLE RED WEAVER BIRD, INC	INSTRUCTOR SERVICES	00105120.541020.	36.00
56289	MACAULAY & ASSOCIATES INC	APPRAISAL SERVICES 5/09	30500030.563000.R0604	1,575.00
56290	TERRY MARTH	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
56291	MARYSVILLE PRINTING	(500) BUSINESS CARDS	00105250.531000.	113.92
56292	MARYSVILLE SCHOOL DISTRICT #25	MITIGATION FEES 5/09	642.237000.	17,115.00
56293	MARYSVILLE YOUTH SOCCER ASSOC.	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
56294	CITY OF MARYSVILLE	WATER @ 6302 152ND ST NE IRR	00105380.547000.	31.82
	CITY OF MARYSVILLE		00105380.547000.	427.85
	CITY OF MARYSVILLE	STORMWATER @ 19706 43RD AVE NE	40141580.547000.	27.60
56295	MATSON, ALYCE	UB 452105000001 13832 52ND AVE	401.122110.	18.15
	MATSON, ALYCE		401.122120.	0.33
56296	KRISTY MOHS	WITNESS FEE	00100050.549210.	10.91
56297	MOTOR TRUCKS INC	UPPER RADIATOR HOSE	50100065.534000.	15.40
56298	NEXTEL COMMUNICATIONS	ACCT #495802314	00103960.542000.	239.10
	NEXTEL COMMUNICATIONS		50350390.542000.	17.75
	NEXTEL COMMUNICATIONS		50350390.542000.	17.75
	NEXTEL COMMUNICATIONS		50350390.542000.	17.75
	NEXTEL COMMUNICATIONS		50350390.542000.	35.50
	NEXTEL COMMUNICATIONS		50350390.542000.	35.50
	NEXTEL COMMUNICATIONS		50350390.542000.	36.97
	NEXTEL COMMUNICATIONS		50350390.542000.	51.15
	NEXTEL COMMUNICATIONS		50350390.542000.	53.25

**CITY OF MARYSVILLE**  
**INVOICE LIST**  
 FOR INVOICES FROM 6/4/2009 TO 6/10/2009

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
56298	NEXTEL COMMUNICATIONS	ACCT #495802314	50350390.542000.	53.25
	NEXTEL COMMUNICATIONS		50350390.542000.	70.98
	NEXTEL COMMUNICATIONS		50350390.542000.	71.20
	NEXTEL COMMUNICATIONS		50350390.542000.	82.31
	NEXTEL COMMUNICATIONS		50350390.542000.	89.76
	NEXTEL COMMUNICATIONS		50350390.542000.	96.56
	NEXTEL COMMUNICATIONS		50350390.542000.	108.14
	NEXTEL COMMUNICATIONS		50350390.542000.	149.51
	NEXTEL COMMUNICATIONS		50350390.542000.	221.82
	NEXTEL COMMUNICATIONS		50350390.542000.	226.51
	NEXTEL COMMUNICATIONS		50350390.542000.	227.00
	NEXTEL COMMUNICATIONS		50350390.542000.	233.32
	NEXTEL COMMUNICATIONS		50350390.542000.	265.52
	NEXTEL COMMUNICATIONS		50350390.542000.	300.15
	NEXTEL COMMUNICATIONS		50350390.542000.	526.62
	NEXTEL COMMUNICATIONS		50350390.542000.	1,531.15
56299	KEVIN NIELSEN	REIMBURSE CAB/LUNCH-ICSC CONV	40143410.543010.	28.40
56300	NORTHWEST CASCADE INC	(3) HONEY BUCKETS	00105120.531030.	313.43
	NORTHWEST CASCADE INC	HONEY BUCKET	00105380.545000.	103.33
56301	VANCE P ODELL	PUBLIC DEFENDER FEES	00105515.541040.	6,000.00
56302	OFFICE DEPOT	OFFICE SUPPLIES	00100020.531000.	33.10
	OFFICE DEPOT		00100050.531000.	43.55
	OFFICE DEPOT		00100050.531000.	168.63
	OFFICE DEPOT		00102020.531000.	33.10
	OFFICE DEPOT		00102020.531000.	42.99
	OFFICE DEPOT		00102020.531000.	198.85
	OFFICE DEPOT		00105090.531000.0811	107.66
	OFFICE DEPOT		00143523.531000.	4.42
	OFFICE DEPOT		40143410.531000.	19.78
	OFFICE DEPOT		40143410.531000.	33.10
	OFFICE DEPOT		50100065.531000.	5.52
	OFFICE DEPOT		50200050.531000.	5.52
56303	PACIFIC NW BUSINESS PRODUCTS INC	(2) TONER	00101130.531000.	61.85
	PACIFIC NW BUSINESS PRODUCTS INC		00143523.531000.	61.85
56304	PACIFIC POWER PRODUCTS	RIMS,TIRES,2 CYCLE OIL	00105380.548000.	81.34
	PACIFIC POWER PRODUCTS	WHEELS,TIRES	00105380.548000.	356.10
	PACIFIC POWER PRODUCTS	RADIATOR	42047165.548000.	407.19
56305	PATRICKS PRINTING INC	FINDING & SENTENCING FORMS	00100050.531000.	765.67
56306	PELZER GOLF SUPPLIES	DIVOT TOOLS	420.141100.	203.30
56307	WASHINGTON STATE DEPT.OF PERSONNEL	TRAINING-FINLEY, J	50300090.549000.	110.00
56308	PETROCARD SYSTEMS INC	FUEL CONSUMED	00100020.532000.	30.35
	PETROCARD SYSTEMS INC		00102020.532000.	368.06
	PETROCARD SYSTEMS INC		00103222.532000.	4,623.61
	PETROCARD SYSTEMS INC		00105380.532000.	821.14
	PETROCARD SYSTEMS INC		10111230.532000.	683.95
	PETROCARD SYSTEMS INC		40143880.532000.	3,494.12
	PETROCARD SYSTEMS INC		40145040.532000.	39.18
	PETROCARD SYSTEMS INC		41046060.532000.	2,325.56
	PETROCARD SYSTEMS INC		42047165.532000.	33.13
	PETROCARD SYSTEMS INC		50100065.532000.	42.98
	PETROCARD SYSTEMS INC		50200050.532000.	160.27
56309	PICK OF THE LITTER DESIGN, INC.	GRAPHIC & DESIGN CHANGES	00105090.531000.	390.00
56310	PITCHER, JOHN & YVONNE	UB 860250000001 8010 55TH AVE	401.122110.	38.13
56311	PUGET SOUND SECURITY PATROL INC.	SECURITY SERVICES	00100030.541000.	717.50
	PUGET SOUND SECURITY PATROL INC.		00100050.541000.	2,152.50

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 6/4/2009 TO 6/10/2009**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
56312	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #660-001-330-1	10110463.547000.	1,806.59
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #600-001-260-6	10110463.547000.	1,824.99
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #690-001-250-8	10110463.547000.	1,966.06
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #670-001-300-3	10110463.547000.	10,248.13
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #614-001-193-0	10111864.547000.	31.03
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #210-094-460-8	40140080.547000.	760.56
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #529-001-665-7	40140180.547000.	28.67
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #414-001-219-8	40140180.547000.	29.10
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #557-001-090-9	40140180.547000.	211.78
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #314-001-224-0	40140180.547000.	1,301.06
56313	PATTI REINHART	REFUND CAMP FEES	00110347.376010.	85.00
	PATTI REINHART		00110347.376013.	105.00
56314	RIEDEL, TANNER	UB 02146000001 8627 55TH AVE	401.122110.	61.30
56315	PAUL ROBERTS	CONSULTING SERVICES 5/09	00100110.541000.	6,000.00
56316	S&S WORLDWIDE INC	COLOR ME WINDSOCK,FABRIC MARKI	001.231700.	-30.72
	S&S WORLDWIDE INC		00105090.531000.0811	341.82
	S&S WORLDWIDE INC		00105120.531080.	46.09
56317	EVIE SCRIBNER	INSTRUCTOR SERVICES	00105250.541020.	112.00
56318	SECURE ALERT, INC	ELEC HOME MONITORING	00103960.551000.	3,100.50
	SECURE ALERT, INC		00103960.551000.	5,192.00
56319	SKAGIT GARDENS	SUMMER ANNUAL FLOWERS	00105380.531000.	753.97
56320	KELLY SMITH	PRESSURE GUAGE	001.231700.	-3.87
	KELLY SMITH		00105380.531000.	48.87
56321	SNOHOMISH COUNTY CORRECTIONS	INMATE HOUSING,BOOKING,DETENTI	00103960.551000.	82,707.62
56322	SNOHOMISH COUNTY TREASURER	CRIME VICTIM/WITNESS FUNDS	00102570.551000.	741.27
56323	SNOW, KATHLEEN	UB 781120000002 5710 61ST DR N	401.122110.	42.14
56324	JOHN SORIANO	REIMBURSE MILEAGE	00100060.543000.	52.73
56325	SOUND SAFETY PRODUCTS CO INC	GLOVES	501.141100.	130.32
56326	FRANK STAIR	REIMBURSE WASTE WATER CERT (OI	40143410.549000.	50.00
56327	SUN MOUNTAIN SPORTS INC	MICRO CART	420.141100.	129.77
56328	SUNNYSIDE NURSERY	HANGING BASKETS	00105380.531000.	6,346.58
56329	TAB NORTHWEST	LABELS	00100050.531000.	69.97
56330	DIANE HESS TAYLOR	PRO-TEM SERVICES	00100050.541000.	185.00
56331	TEXTRON FINANCIAL CORPORATION	LEASE 10 EZ GO GOLF CARTS	42047165.545000.	970.00
56332	TITLEIST	COBRA BAGS	420.141100.	161.34
	TITLEIST	LOGO BALLS	420.141100.	195.26
56333	LORRIE TOWERS	COMMISSIONER SERVICES	00100030.541000.	550.00
	LORRIE TOWERS		00100030.541000.	650.00
	LORRIE TOWERS		00100050.541000.	1,650.00
	LORRIE TOWERS		00100050.541000.	1,950.00
56334	MARIA TREMAINE	INTERPRETER SERVICES	00102515.549000.	104.40
56335	US BANK NATIONAL ASSOCIATION	BANK FEE REF # JEH-022072	00101023.549000.	25.00
56336	US BANK NATIONAL ASSOC TRUSTEE	UB 470110000000 14606 56TH DR	401.122110.	254.43
56337	VARSITY COMMUNICATIONS, INC.	DISPLAY AD-GOLF	42047267.544000.	600.00
56338	VERIZON NORTHWEST	ACCT #107355912203	00100020.542000.	26.89
	VERIZON NORTHWEST		00100050.542000.	53.78
	VERIZON NORTHWEST		00100110.542000.	80.67
	VERIZON NORTHWEST		00100310.542000.	26.89
	VERIZON NORTHWEST		00102020.542000.	53.78
	VERIZON NORTHWEST		00103010.542000.	188.23
	VERIZON NORTHWEST		00103222.542000.	26.89
	VERIZON NORTHWEST	ACCT #POLE BLDG	00103222.542000.	159.09
	VERIZON NORTHWEST	ACCT #107355912203	00103530.542000.	107.56
	VERIZON NORTHWEST		00103960.542000.	80.67
	VERIZON NORTHWEST	ACCT #100469609401	00104000.542000.	35.00

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 6/4/2009 TO 6/10/2009**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
56338	VERIZON NORTHWEST	ACCT #107355912203	00104000.542000.	53.78
	VERIZON NORTHWEST	ACCT #100664011800	00104000.542000.	85.58
	VERIZON NORTHWEST	ACCT #107355912203	00104190.542000.	80.67
	VERIZON NORTHWEST		00105250.542000.	80.67
	VERIZON NORTHWEST		00105380.542000.	215.12
	VERIZON NORTHWEST		00112572.542000.	53.78
	VERIZON NORTHWEST		00143523.542000.	26.89
	VERIZON NORTHWEST	ACCT #109367558610	10110564.547000.	48.87
	VERIZON NORTHWEST	ACCT #107567892708	10110564.547000.	51.67
	VERIZON NORTHWEST	ACCT #107355912203	10111230.542000.	26.89
	VERIZON NORTHWEST		40142480.542000.	161.32
	VERIZON NORTHWEST		40143410.542000.	321.95
	VERIZON NORTHWEST		42047061.542000.	242.00
	VERIZON NORTHWEST		42047061.549100.	26.89
56339	VINYL SIGNS & BANNERS	4 X 8 WHITE COREX BOARD	00105380.531000.	16.29
56340	WASHINGTON STATE TREASURER	PUBLIC SAFETY & BLDG REVENUE	001.237010.	40,030.52
	WASHINGTON STATE TREASURER		001.237030.	432.00
56341	WEED GRAAFSTRA AND BENSON INC PS	FORFEITURES 5/09	00103121.541000.	304.00
	WEED GRAAFSTRA AND BENSON INC PS	LEGAL SERVICES	00105515.541000.	11,358.75
	WEED GRAAFSTRA AND BENSON INC PS		00105515.541000.	22,675.31
	WEED GRAAFSTRA AND BENSON INC PS		30500030.563000.R0301	96.00
	WEED GRAAFSTRA AND BENSON INC PS	156TH STREET OVERPASS LID	30500030.563000.R0604	570.00
	WEED GRAAFSTRA AND BENSON INC PS	LEGAL SERVICES	30500030.563000.R0701	1,575.12
	WEED GRAAFSTRA AND BENSON INC PS		31000076.563000.G0901	72.00
	WEED GRAAFSTRA AND BENSON INC PS		40143410.541000.	25.00
	WEED GRAAFSTRA AND BENSON INC PS		40143410.541000.	385.50
	WEED GRAAFSTRA AND BENSON INC PS		40143410.541000.	11,358.75
	WEED GRAAFSTRA AND BENSON INC PS		40145040.541000.	2,944.00
56342	WEED GRAAFSTRA AND BENSON INC PS	FRONTIER PROPERTY PURCHASE	40250594.561000.	3,490,545.00
56343	WESTERN EQUIPMENT DISTRIBUTORS	IRRIGATION CONTROLLER PARTS	42047165.531920.	187.66
	WESTERN EQUIPMENT DISTRIBUTORS		42047165.531920.	1,322.62
56344	WESTERN FACILITIES SUPPLY INC	JANITORIAL SUPPLIES-RESTAURANT	42047165.531700.	228.66
56345	BETH WILSON	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
56346	LISA WOOD	INSTRUCTOR SERVICES	00105120.541020.	396.90
56347	WSSUA	UMPIRES-SOFTBALL	00105120.531010.	2,640.00

**WARRANT TOTAL: 3,848,858.97**

**VOIDS**

CHECK # 26016 CHECK LOST IN MAIL (17.28)  
 CHECK # 28521 CHECK LOST IN MAIL (10.91)  
 CHECK # 56078 INITIATOR ERROR (254.43)

**3,848,576.35**

**REASON FOR VOIDS:**

INITIATOR ERROR  
 WRONG VENDOR  
 CHECK LOST IN MAIL

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: June 22, 2009**

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 June 5, 2009 payroll in the amount \$1,346,363.73 Check No.'s 21410 through 21494.

**COUNCIL ACTION:**

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: June 22, 2009**

AGENDA ITEM: Project Acceptance: Berrywoods Paving Project	AGENDA SECTION:	
PREPARED BY: Jeff Laycock, Project Engineer	APPROVED BY: <i>[Signature]</i>	
ATTACHMENTS: <ul style="list-style-type: none"> <li>• Letter of Physical Completion</li> <li>• Vicinity Map Exhibit</li> </ul>	MAYOR	CAO
	AMOUNT: N/A	
BUDGET CODE: 30500030.563000 R0903		

**DESCRIPTION:**

The City Council awarded the “Berrywoods Paving Project” contract to Fidalgo Paving and Construction, LLC on February 9, 2009 in the amount of \$249,153.88.

The Contractor physically completed the work for this project on May 13, 2009. The project contract was completed at a total cost of \$247,526.25, which is \$1,627.63 less than the original contract amount.

The work performed under this Contract was inspected by City staff and found to be physically complete in accordance with the approved plans and specifications. Staff recommends Council’s acceptance of the project for closeout.

<p><b>RECOMMENDED ACTION:</b> Staff recommends that Council authorize the Mayor to accept the Berrywoods Paving project, starting the 45-day lien filing period for project closeout.</p>
<p><b>COUNCIL ACTION:</b></p>



## **PUBLIC WORKS**

Kevin Nielsen, *Director*

80 Columbia Avenue  
Marysville, Washington 98270  
Phone (360) 363-8100  
Fax (360) 363-8284  
ci.marysville.wa.us

May 13, 2009

Fidalgo Paving and Construction, LLC  
16825 45 Road  
Arlington, WA 98223

**Subject: R0903 – Berrywoods Paving Project  
Notice of Physical Completion of Project**

Dear Jeff Mason:

The City's inspector, Chad Cross, performed a site visit on Tuesday, May 12 and found the work to be completed. Therefore, a punchlist is not required and the City will proceed with a notice of physical completion in lieu of the notice of substantial completion. At this time, please submit your final application for payment for this work.

In accordance with Section 1-05.11 of the APWA Supplement to Standard Specifications, this project was considered physically complete as of Wednesday, May 13, 2009.

This notification does not constitute completion, or final acceptance by the City per Section 1-05.11(2) of the Contract's General Special Provisions.

Recommendation for Final Acceptance will be sent to the City Council for approval at the first available council meeting following receipt of the final pay request. This date of final acceptance shall start the forty-five (45) day lien period for the release of your retainage bond upon receipt of the following.

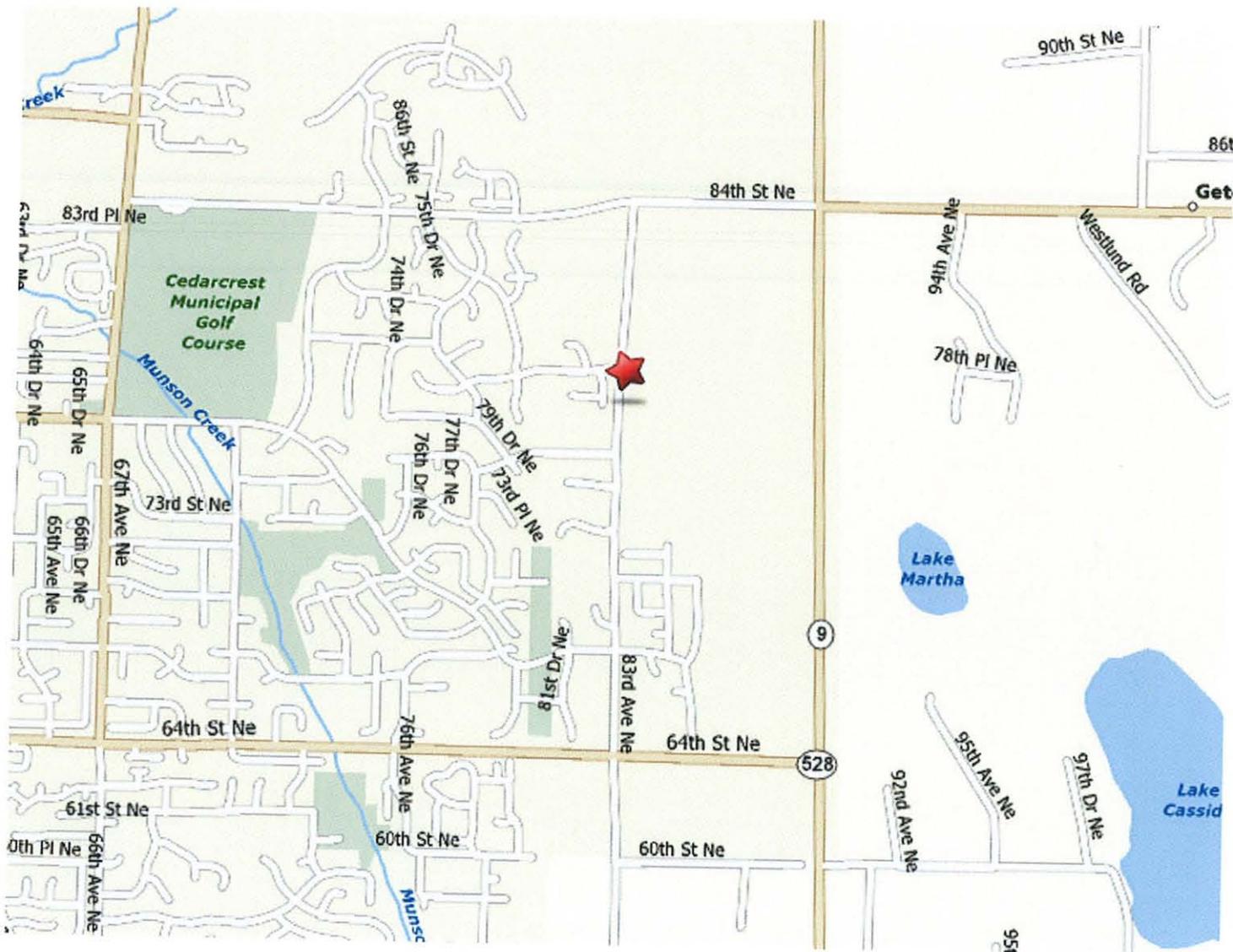
1. Certificate of Release from the Department of Revenue
2. Certificate of Release from the Employment Security Department
3. Affidavits of Wages Paid (including all subcontractors)

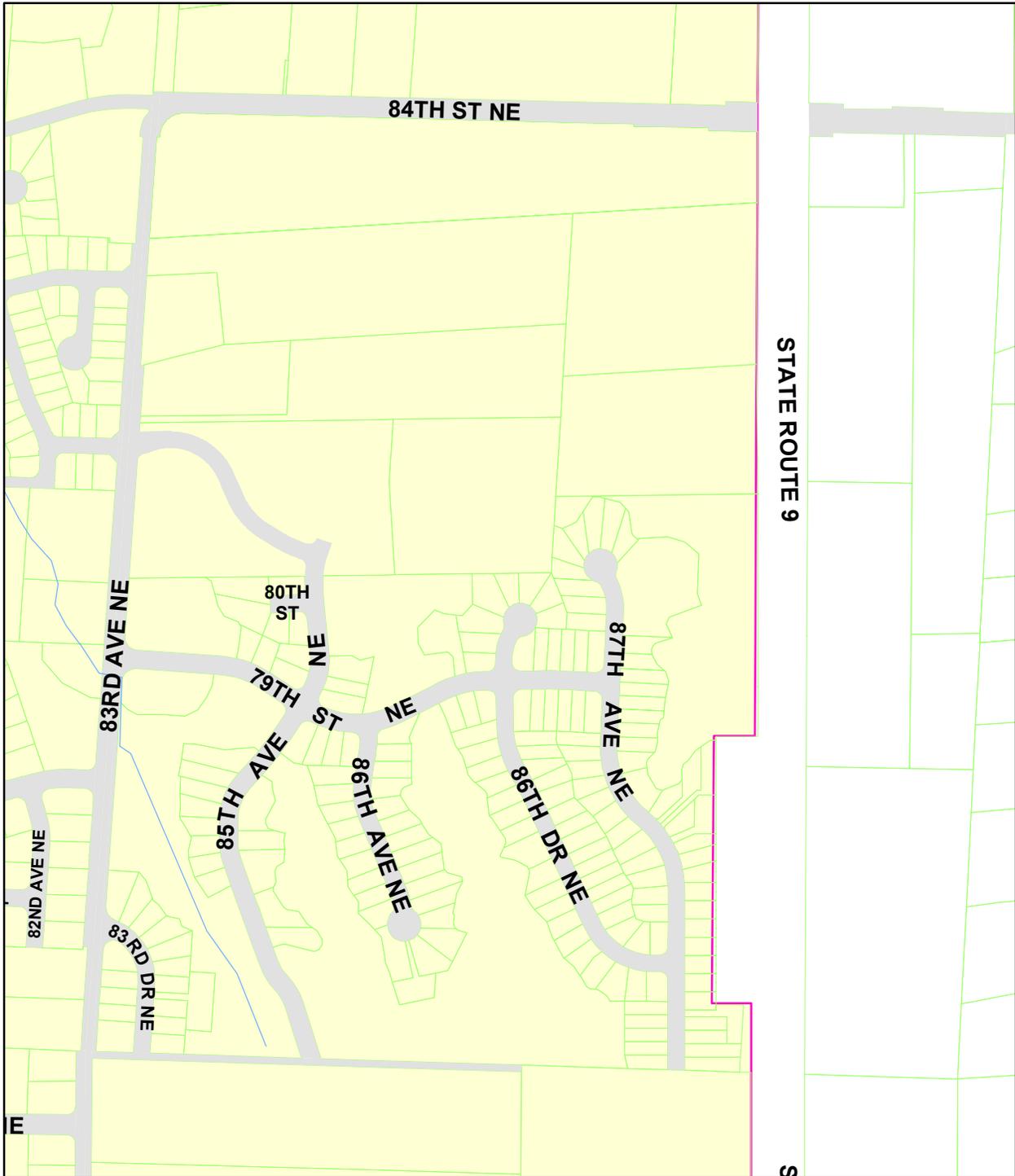
It has been a pleasure working with you on this project. I hope that Fidalgo will consider bidding on future projects with the City.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Laycock", written over a white background.

Jeff Laycock, PE  
Project Engineer





- Accidents '02    ● Accidents '05    ■ Posts    ● Signs - guide    ● PUD Street Lights
- Accidents '03    ● Accidents '06    ● Signs - warning    ● Signs - information    ● PUD Power Poles
- Accidents '04    ● Signs - regulatory    ● Signs - specialty
- Signs - school    ● Signs - street

THE CITY OF MARYSVILLE DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS OF THIS DATA FOR ANY PARTICULAR PURPOSE, EITHER EXPRESSED OR IMPLIED. NO REPRESENTATION OR WARRANTY IS MADE CONCERNING THE ACCURACY, CURRENCY, COMPLETENESS OR QUALITY OF DATA DEPICTED. ANY USER OF THIS DATA ASSUMES ALL RESPONSIBILITY FOR USE THEREOF, AND FURTHER AGREES TO HOLD THE CITY OF MARYSVILLE HARMLESS FROM AND AGAINST ANY DAMAGE, LOSS, OR LIABILITY ARISING FROM ANY USE OF THIS DATA.

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: June 22, 2009**

<b>AGENDA ITEM:</b> Consortium for Negotiation of Transfer of Cable Franchise Agreement from Verizon Northwest, Inc. to Frontier Communications Corporation	<b>AGENDA SECTION:</b>	
<b>PREPARED BY:</b> Doug Buell, Community Information Officer	<b>AGENDA NUMBER:</b>	
<b>ATTACHMENTS:</b> <ol style="list-style-type: none"> <li>1. Proposed Interlocal Agreement</li> <li>2. Exhibit A – River Oaks Communications Scope of Work</li> <li>3. Exhibit B – Breakdown of Consortium Est. Pro Rata Share</li> <li>4. Exhibit C – Consortium Confidentiality Agreement</li> </ol>	<b>APPROVED BY:</b>	
	<b>MAYOR</b>	<b>CAO</b> 
<b>BUDGET CODE:</b> 00100720.541000	<b>AMOUNT:</b> \$3,404.86	

**Summary Statement:**

Verizon recently announced plans to transfer control of its cable franchise with Verizon Northwest, Inc. to Frontier Communications Corporation, spinning off its local wireline business serving Washington and 13 other states in an \$8.6 billion deal. The agreement will give Frontier 4.8 million phone lines to residential and small business customers and 1 million broadband connections.

Under applicable federal communications law and the existing franchise agreement with the City of Marysville, Verizon and Frontier must seek the City’s consent to the transfer of control. On June 1, Verizon delivered its FCC Form 394 application packet to us and other cities, triggering a 120-day review period during which we must comply with certain deadlines. The City has 30 days from June 1 to notify the cable operator if we question the accuracy of the Form 394 and accompanying information.

The City wishes to pursue an interlocal agreement with Snohomish County, Everett, several South Snohomish County cities and a King County city, otherwise referred to as the Verizon/Frontier Transfer Consortium, to assist the parties in joint and individual negotiations with Verizon and Frontier for transfer of the cable franchises. Contract work will be performed by Odgen Murphy Wallace and River Oaks Communications. They will serve on the negotiation team, along with lead negotiator Peter Camp from the Snohomish County Executive’s Office.

The 120-day window would give us the time to review the financial, legal and technical qualifications of Frontier Communications to take over the system, to maintain the expected customer service standards, and that Frontier Communications makes good on Verizon’s promises to build-out the system according to the existing franchise.

<b>RECOMMENDED ACTION:</b> Authorize the Mayor to Sign an Interlocal Agreement with the parties to the Verizon/Frontier Transfer Consortium.
<b>COUNCIL ACTION:</b>

## INTERLOCAL AGREEMENT

### CONSORTIUM FOR NEGOTIATION OF TRANSFER OF CABLE FRANCHISE AGREEMENT FROM VERIZON NORTHWEST, INC. TO FRONTIER COMMUNICATIONS CORPORATION

This Interlocal Agreement (the "Agreement") is made and entered into by and between the undersigned Parties pursuant to the provisions of the Interlocal Cooperation Act of 1967, RCW Chapter 39.34.

WHEREAS, Snohomish County and some cities of South Snohomish and King County (collectively the "Parties") are or will soon be in the process of negotiating the transfer of control of the cable franchise with Verizon Northwest, Inc. ("Verizon") to Frontier Communications Corporation ("Frontier"); and

WHEREAS, while each governmental entity may negotiate on its own behalf, the Parties to this agreement wish to coordinate their efforts in a lawful manner in order: a) to ensure that the public receives the maximum rights and benefits from their respective franchise agreements; b) to better coordinate the transfer process with Verizon and Frontier; (c) to share the costs of the evaluation of the transfer application and any potential negotiations, including hiring a national consultant and attorneys, and if necessary an accountant and technical advisor, to assure the citizens of each jurisdiction that the transfer is consistent with the terms of the Parties' respective franchises; and (d) to create a common transfer resolution template; and

WHEREAS, the Interlocal Cooperation Act provides a mechanism to both jointly contract with consultants, including accountants and technical advisors, for common services as well as a mechanism for each Party to utilize the consultant's services, as that Party sees fit, for additional support in negotiation as well as the tailoring of the template to the specific needs of each participating entity;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, it is agreed that:

1. **Purpose.** This Agreement shall have the following purposes:

1.1 Create a Consortium, entitled the "Verizon/Frontier Transfer Consortium" ("Consortium"), to assist the Parties in joint and individual negotiations with Verizon and Frontier for the transfer of the cable franchises.

1.2 Provide a vehicle for the Parties to designate a representative to organize the Consortium and lead negotiations. Peter Camp of the Snohomish County executive office is hereby designated as the lead negotiator.

1.3 Provide a vehicle for the Parties to contract with River Oaks Communications Corporation ("Consultant"), for the evaluation of the Request for Consent to

Transfer of Control of Franchise, the FCC Form 394 and attached exhibits, and other related transfer documents (hereinafter “Transfer Documents”).

1.4 Engage Consultant to perform certain services as described in the Scope of Work (“Consultant Services”), attached hereto as Exhibit A and incorporated herein by this reference.

1.5 Engage the law firm of Ogden Murphy Wallace, P.L.L.C. (“OMW”) to provide administrative and negotiation services for the Consortium.

1.6 If desired by the Parties, enable the Parties to contract with an accountant or technical advisor as provided in Sections 6 and 7.

1.7 This Agreement shall also serve as a vehicle to contract with the Consultant for additional individualized services to be provided as needed to each individual Party. By so doing, the Parties hope to secure a lower cost for the Consultant’s services through a joint contracting framework as well as minimize associated travel costs and other expenses by coordinating their efforts.

1.8 The Consortium shall also serve as a vehicle for the Parties to share information now and in the future regarding telecommunications and cable issues, including but not limited to issues such as educational and governmental channel usage, access fees and capital fees, negotiation strategies for franchises, the negotiation of cell tower and other telecommunication leases, right-of-way use requirements, and other similar issues. This information sharing is intended to provide a vehicle for sharing information regarding issues of common public interest.

## 2. Duration.

2.1 The Effective Date of this Agreement is the date on which the fourth Party signs the Agreement or the date this Agreement is posted on the City of Edmonds website, whichever later occurs.

2.2 The Consortium, as an information-sharing group, may remain in effect for an indefinite term for the mutual benefit and cooperation of the Parties for so long as they individually choose to participate.

2.3 The Consortium, as a body formed to evaluate the transfer documents and as a joint negotiation team, may remain in effect for two (2) years and will terminate at the anniversary of the Effective Date unless otherwise extended by the action of the Parties.

2.4 Any Party may withdraw from this agreement upon the provision of ten (10) days written notice subject to the limitations of Section 3.4.

3. Organization. The Consortium may consist of Snohomish County and the cities of Bothell, Edmonds, Everett, Kenmore, Marysville, Mukilteo, Mountlake Terrace, Redmond,

Shoreline, Woodinville and the Town of Woodway, upon their authorization. The City of Edmonds shall serve as the contracting entity with the Consultant. In addition, other entities authorized to participate in interlocal agreements by statute may join during the term of this Agreement, pursuant to Section 3.3.

3.1 In accordance with RCW 39.34.030, financing of the Consortium and all costs associated with consulting, evaluating, negotiating and attorney services provided to the Consortium shall include an initial amount equal to \$2,000 per Party plus an amount based on a Party's population. All costs incurred by the Consortium shall be shared by the Parties on a pro-rata basis based upon the population of the Party.

3.1.1 The population of all Parties is based on the April 2008 Washington State Office of Financial Management Annual Population Estimate and is described in Exhibit B, attached hereto and incorporated herein by this reference. Snohomish County's population is based on the population residing in the proposed build-out area pursuant to the Verizon Franchise, using the April 2006 Washington State Office of Financial Management Annual Population Estimate.

3.1.2 Pro-rata share estimates and associated predicted costs as described in Exhibit B are for illustrative purposes only. The pro-rata share apportioned to each Party is dependent on the number of jurisdictions who agree to join the Consortium.

3.2 The Parties shall attempt to reach a consensus regarding the direction of the Consultant, the administrator, negotiators, accountant, technical advisors, and any other persons working on behalf of the Consortium in the evaluation of the Transfer Documents. In the event that the Parties cannot reach substantial agreement, voting shall be on a weighted basis, with each Party having as many votes as its pro-rata percentage of the costs to be shared. A quorum shall consist of at least Snohomish County and a majority of the member cities.

3.3 Additional cities may join the Consortium upon satisfaction of the following requirements:

3.3.1 Approval of entry of the city applying ("Applicant City") by consensus of the current Parties to the Consortium;

3.3.2 Request to join the Consortium is received no later than July 31, 2009;

3.3.3 The Applicant City agrees to the terms of this Agreement;

3.3.4 The Applicant City may join by paying a fee equal to the amount of its pro-rata share of the total cost incurred and billed through its date of entry. The pro-rata share of the Applicant City shall be determined in accordance with Section 3.1; and

3.3.5 Following admittance into the Consortium, the Applicant City will pay its pro-rata share of costs incurred and billed after its date of entry consistent with all other Parties to this Agreement pursuant to Section 3.1.

3.4 A withdrawing Party shall be liable for its pro-rata share of Consortium costs incurred through the date of its departure. Each Party shall be individually liable for all costs associated with individual work requested from the Consultant. Each Party agrees to indemnify and hold the other Parties harmless for the costs which that Party individually incurs.

3.5 All costs of the Consortium incurred under Section 1 shall be billed directly to the individual Consortium members by the Consultant, OMW and any Party or entity providing Accounting Services pursuant to Section 6 or Technical Services pursuant to Section 7. The Parties agree to promptly pay all invoices within forty-five (45) days of the mailing of an invoice for the Parties' share of undisputed joint costs. Late payments (more than forty-five (45) days after mailing) shall bear interest at twelve percent (12%) per annum with a minimum late payment fee of fifty dollars (\$50.00), provided, however, that if a cost is adjusted through the dispute resolution procedure outlined in Section 11, no late fee shall attach.

3.6 In the event that any portion of the Consortium's costs are reimbursed by Verizon or Frontier as a part of the resolution of the transfer process, such reimbursement shall first be applied to any unpaid costs of the Consortium. Any excess monies shall be returned to the Consortium members, pro-rata, in the same percentages established by Section 3.1. This Section 3.6 shall be applied and interpreted to ensure that any recovery on behalf of the Consortium is applied to the costs of the Consortium in the same pro-rata manner as costs are assessed. No member shall be entitled to receive an amount in excess of its actual contribution unless all members receive a pro-rata excess distribution. A party which withdraws pursuant to Section 2.4 shall forfeit its pro-rata share of a reimbursement, if any such reimbursement exists.

3.7 Nothing herein shall be interpreted to contract away or limit the legislative authority of the governing legislative body of any Party. Each party shall at its sole discretion approve or reject the transfer of the Verizon franchise to Frontier.

#### 4. **Individually Contracting with the Consultant.**

4.1 The consulting contract may also provide for each Party to independently request certain services provided by the Consultant at the Party's own cost.

4.2 Bills from the Consultant related to services performed at the request of an individual Party pursuant to Section 4 shall be billed by the Consultant directly to the requesting Party. Parties requesting individual services shall indemnify and hold harmless all other Parties from any cost, claim or liability associated with such individual service by the Consultant.

5. **Additional Provisions Required by RCW 39.34.030.** In addition to the provisions previously stated regarding duration, organization and purpose, the following provisions are included pursuant to the requirements of RCW 39.34.030.

5.1 No joint personal or real property ownership is contemplated under the terms of this Agreement. All rights to the franchise template shall be jointly shared by the Parties, with each having the right to use it at its sole discretion as it deems appropriate. Any

individualized work done at the direction of a Party, at the Party's own cost, shall be and remain the property of that Party.

5.2 As referenced in Section 1.3, the Parties intend to participate cooperatively in the evaluation of the Transfer Documents provided by Verizon and Frontier. The evaluation shall be through the Consortium consisting of a designated representative from each body, and at the Parties' discretion, legal counsel as appropriate. Decision-making shall be by consensus, provided however, that if significant consensus cannot be reached regarding the joint preparation of a template, voting shall be by weighted vote based upon each Party's pro-rata share of the costs.

5.3 This Agreement shall be posted on the City of Edmonds's website. Parties not listed in the original web-site posting may be joined when the signature page indicating their agreement has been posted on either the City of Edmonds's website or the website of the joining city, whichever first occurs.

6. **Accounting Services.** At the Parties' discretion the Consortium may employ an accountant to assist in an audit of the transfer of the Verizon franchise to Frontier. The Parties may choose to hire this accountant as a Consortium, or as a separate group of individual jurisdictions. The accountant may be an outside entity or may be an employee or a department of a Party.

6.1 If an audit of Frontier's financial statements and other financial documents associated with the transfer of the Verizon franchise is performed (the "Accounting Services") by an accountant who is an employee of a Party then that Party may be reimbursed at the rate of up to \$100.00 per hour to compensate it for its direct employee and reasonable administrative costs. The cost of Accounting Services attributed to the Consortium under this Agreement shall not exceed a total of \$5,000. The rate and the monetary cap include that Party's own proportionate share for which that Party is responsible under this Agreement.

6.2 Accounting Services provided by an outside accountant shall not exceed a total of \$20,000 (this amount does not include any monies paid to Consultant or OMW).

6.3 The Parties may expand the monetary cap on Consulting Services only upon a consensus agreement of the Parties. If a consensus cannot be reached then voting shall be by weighted vote based upon each Party's pro-rata share of the costs.

7. **Technical Services.** At the Parties' discretion the Consortium may employ a technical advisor to assist in the audit of the technical capabilities of Frontier and the build-out of the cable system by Verizon ("Technical Services"). These services shall be in addition to any Consultant Services provided by the Consultant. The Parties may choose to hire a technical advisor as a Consortium or as a separate group of individual jurisdictions.

8. **Monetary Cap on Consulting Services.** The cost of the Consulting Services under this Agreement shall not exceed a total of \$40,000 (this amount does not include any monies paid to OMW or for Accounting Services or Technical Services provided under Sections

6 and 7 respectively). This monetary cap on fees associated with Consulting Services includes all fees and related expenses incurred by the Consultant. This monetary cap on fees associated with Consulting Services does not include additional services requested by an individual Party as described in Section 4.

8.1 The Parties may expand the monetary cap on Consulting Services only upon a consensus agreement of the Parties. If a consensus cannot be reached then voting shall be by weighted vote based upon each Party's pro-rata share of the costs.

8.2 Following a vote to expand the cap pursuant to Section 8.1, Parties not desiring to expand the Consulting Services monetary cap may withdraw from this Agreement pursuant to Section 2.4. The withdrawing Party will only be required to pay its share of the pro-rata cost incurred up through the time of withdrawal and in no event shall exceed its pro-rata share of the cap established by Section 6 or previously amended with the approval of the withdrawing Party, (excluding any individually authorized services provided by Consultant).

9. **Monetary Cap on OMW Services.** OMW will facilitate, organize, report and communicate with the Consortium, Consultant, accountant, technical advisors, Verizon and Frontier, and any other interested party on behalf of the Consortium. Additionally, OMW will provide the services of an assistant negotiator on behalf of the Consortium and will act as the administrator and point of contact for the Consortium. Services to the Consortium will be provided by Elana Zana at a billing rate of \$180 per hour. The cost of OMW services attributed to the Consortium under this Agreement shall not exceed a total of \$7,000 (this amount does not include any monies paid to Consultant or for Accounting Services or Technical Services provided under Sections 6 and 7 respectively). This monetary cap on fees associated with OMW services includes all legal and administrative services and costs performed on behalf of the Consortium.

9.1 The Parties may expand the monetary cap on OMW services only upon a consensus agreement of the Parties. If a consensus cannot be reached then voting shall be by weighted vote based upon each Party's pro-rata share of the costs.

9.2 Following a vote to expand the cap pursuant to Section 9, Parties not desiring to expand the OMW services monetary cap may withdraw from this Agreement pursuant to Section 2.4. The withdrawing Party will only be required to pay its share of the pro-rata cost incurred up through the time of withdrawal and in no event shall exceed its pro-rata share of the cap established by Section 9 or previously amended with the approval of the withdrawing Party (excluding any individually authorized legal services).

10. **Designated Representatives.** The County Executive, City Manager or Mayor of each entity shall designate a representative ("Designated Representative"). Notice to the Designated Representative shall be undertaken through e-mail contacts, provided, however, that any decision to terminate the participation of any Party shall be given in writing and shall be effective when provided to the City of Edmonds, Washington at:

City of Edmonds

attn: Stephen Clifton  
121 5th Ave. No.  
Edmonds, WA 98020  
425-775-2525

with a copy to:

Elana Zana  
Ogden Murphy Wallace, P.L.L.C.  
1601 Fifth Avenue  
Suite 2100  
Seattle, WA 98101  
206-442-1308

11. **Dispute Resolution.**

11.1 Any disputes or questions of interpretation of this Agreement that may arise between Parties shall be governed under the Dispute Resolution provisions in this Section 11. The Parties agree that cooperation and communication are essential to resolving issues efficiently. The Parties agree to exercise their best efforts to resolve any disputes that may arise through this dispute resolution process, rather than in the media or through other external means.

11.2 The Parties agree to use their best efforts to prevent and resolve potential sources of conflict through discussion among the Consortium's members.

11.3 The Parties agree to use their best efforts to resolve disputes arising out of or related to this Agreement using good faith negotiations. If unsuccessful, the Parties may but are not obligated to utilize mediation. The costs of mediation shall be shared equally between the Parties to the dispute and the remaining members of the Consortium. As an illustration, if two Parties, A & B, dispute a billing procedure and cost, they shall share the costs of mediation with the remaining members of the Consortium. Party A, 25%, Party B, 25%, and the Consortium, 50% (divided pro-rata among the other Parties as a cost pursuant to Section 3.1).

11.4 Except as otherwise specified in this Agreement, in the event the dispute is not resolved in mediation or the Parties do not agree to mediation, the Parties are free to file suit. At all times prior to resolution of the dispute, the Parties shall continue to perform and make any required payments under this Agreement in the same manner and under the same terms as existed prior to the dispute.

12. **Confidentiality.** The Parties agree to adhere to the Confidentiality Agreement attached hereto as Exhibit C.

13. **No Indemnity.** Except as specifically provided in Sections 3.4 and 4.2, no indemnity is imposed by this Agreement. The Parties agree to bear their respective liability to the extent and in the percentage determined under the laws of the State of Washington.

14. **General Provisions.**

14.1 The Parties shall not unreasonably withhold requests for information, approvals or consents provided for in this Agreement. The Parties agree to take further actions and execute further documents, either jointly or within their respective powers and authority, to implement the intent of this Agreement. The Parties agree to work cooperatively with each other to achieve the mutually agreeable goals as set forth in this Agreement.

14.2 This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Washington. Venue for any action under this Agreement shall be King County, Washington.

14.3 This Agreement is made and entered into for the sole protection and benefit of the Parties hereto. No other person shall have any right of action based upon any provision of this Agreement.

14.4 This Agreement has been reviewed and revised by legal counsel for all Parties and no presumption or rule that ambiguity shall be construed against the Party drafting the document shall apply to the interpretation or enforcement of this Agreement.

14.5 Each Party shall be responsible for its own costs, including legal fees, incurred in negotiating or finalizing this Agreement, unless otherwise agreed in writing by the Parties.

14.6 The Parties shall not be deemed in default with provisions of this Agreement where performance was rendered impossible by war or riots, civil disturbances, floods or other natural catastrophes beyond their control; the unforeseeable unavailability of labor or materials; or labor stoppages or slow downs, or power outages exceeding back-up power supplies. This Agreement shall not be revoked or a Party penalized for such noncompliance, provided that such Party takes immediate and diligent steps to bring itself back into compliance and to comply as soon as practicable under the circumstances without unduly endangering the health, safety, and integrity of the Parties' employees or property, or the health, safety, and integrity of the public, Public Right-of-Way, public property, or private property.

14.7 This Agreement may be amended only by a written instrument executed by each of the Parties hereto. No failure to exercise and no delay in exercising, on the part of any Party hereto, any rights, power or privilege hereunder shall operate as a waiver hereof, except as expressly provided herein.

14.8 This Agreement constitutes the entire agreement of the Parties with respect to the subject matters hereof, and supersedes any and all prior negotiations (oral and written), understandings and agreements with respect hereto.

14.9 Section headings are intended as information only, and shall not be construed with the substance of the section they caption.

14.10 In construction of this Agreement, words used in the singular shall include the plural and the plural the singular, and "or" is used in the inclusive sense, in all cases where such meanings would be appropriate.

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

14.12 In case any term of this Agreement shall be held invalid, illegal or unenforceable in whole or in part, neither the validity of the remaining part of such term nor the validity of the remaining terms of this Agreement shall in any way be affected thereby.

14.13 The provisions of Sections 3.1, 4.2, and 12 shall survive termination of this Agreement or the withdrawal of any Party.

IN WITNESS WHEREOF, each of the Parties hereto has executed this Agreement by having its authorized representative affix his/her name in the appropriate space below:

**SNOHOMISH COUNTY:**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its \_\_\_\_\_

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

**CITY OF BOTHELL:**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its \_\_\_\_\_

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

**CITY OF EDMONDS:**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its \_\_\_\_\_

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

**CITY OF EVERETT:**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its \_\_\_\_\_

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

**CITY OF KENMORE:**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its \_\_\_\_\_

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

**CITY OF MARYSVILLE:**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its \_\_\_\_\_

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

**CITY OF MOUNTLAKE TERRACE:**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its \_\_\_\_\_

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

**CITY OF MUKILTEO:**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its \_\_\_\_\_

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

**CITY OF REDMOND:**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its \_\_\_\_\_

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

**CITY OF SHORELINE:**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its \_\_\_\_\_

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

**CITY OF WOODINVILLE:**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its \_\_\_\_\_

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

**TOWN OF WOODWAY:**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its \_\_\_\_\_

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

**EXHIBIT A**  
**RIVER OAKS SCOPE OF WORK**

This Scope of Work will be performed by River Oaks as follows:

**Federal Law Requirement of Acceptance or Rejection of Transfer within 120 days:**

- A. **Before the 30 day Federal deadline**, draft a letter to Frontier and Verizon informing Verizon and Frontier of additional questions which need to be answered and why the transfer application is incomplete. This letter will discuss questions relating to the financial, legal and technical qualifications of Frontier.
- B. Ensure that both the LFA's and Verizon/Frontier are compliant with 47 C.F.R. 76.502 and the Cable Acts regarding the Transfer.
- C. Review any additional correspondence or response from Frontier and Verizon regarding Requests for Consent to Transfer of Control of Franchisee or any supplemental information. Review Verizon Communications, Inc.'s and Frontier Communications Corporation's Forms FCC 394 and Exhibits. In the context of this complex financial transaction, review the Distribution Agreement along with the Agreement and Plan of Merger and Request for Consent to Transfer of Control of Franchisee with respect to identifying legal, financial and technical-related issues.
- D. Request follow-up answers (where needed) from Frontier and Verizon to other pertinent questions and obtain required information from them and address the impact upon the 120 day review period as prescribed under Federal Law which runs from receipt of a complete submittal.
- E. Assist the LFAs in their review of existing Franchises with Verizon Northwest Inc. and its Affiliates for past performance/compliance issues.
- F. Correspond and negotiate with Verizon's and Frontier's legal counsel regarding Consortium matters.

**Financial and Accounting Matters:**

- G. Work closely with in-house LFA finance/accounting departments in the financial review process and facilitate that review. If necessary, work with an outside accounting firm to be designated by the LFAs. That accounting firm will be an additional cost to the Consortium outside of the River Oaks fees and expenses.
- H. Make inquiries as to whether Frontier will be able to financially meet its Franchise obligations and continuing responsibilities, including build-out and construction of the FIOS system. Review pertinent portions of the 10-K and raise questions regarding the debt being taken on by Frontier and its potential impact upon Frontier's ongoing operations.

**Technical Issues:**

- I. Request a representation and warranty from Verizon/Frontier regarding the cable system build-out. Review such representation and warranty as well as a one page overview cable system map for each LFA to be provided by Verizon/Frontier to determine if Verizon has fulfilled its cable system build-out obligations in each LFA Franchise.
- J. Discuss with Frontier where their technical people will be located and what their response time will be to citizen inquiries and complaints.
- K. Inquire as to the cable television customer service capabilities of Frontier and the locations of its customer service centers.
- L. If necessary, negotiate with Verizon and Frontier regarding an increase in security such as performance and construction bonds related to the build-out of the cable systems.

**Other Steps:**

- M. Work on other Consortium cable franchise transfer matters as requested.

It shall be the LFAs' decision whether to transfer or not transfer the existing cable franchises with Verizon.

**Fee Schedule**

In consideration of the services to be performed, the LFAs agree to pay River Oaks on a time and reimbursable cost basis according to the following schedule:

Tom Duchen, President - \$245 per hour plus expenses  
Bob Duchen, Vice President - \$245 per hour plus expenses

Reimbursable direct costs:

- Federal Express
- Postage
- Long Distance Telephone Charges
- Outside Clerical
- Faxes
- Copies
- Travel at one-half the hourly rate (upon request)

**Additional Services**

Upon request, River Oaks will work with an individual LFA to address LFA specific issues at the hourly rate plus expenses as noted above.

## EXHIBIT B

### APRIL 2008 POPULATION ESTIMATES & BREAK DOWN OF THE ESTIMATED PRO RATA SHARE

Population information from the Washington State Office of Financial Management. All population estimates are from April 2008, except for Snohomish County which is based on the April 2006, Washington State Office of Financial Management population estimate for the proposed build-out area by Verizon.

The data provided below is for informational purposes only. The total pro-rata share per Party will depend on the number of Parties agreeing to join or contract with this Consortium. These costs are also subject to change depending on the discretion of the Parties to engage an accountant to perform Accounting Services pursuant to Section 6 or a technical advisor to perform Technical Services pursuant to Section 7. These costs also do not include any independent services provided by Consultant or OMW at the request of individual parties.

County/City	OFM 4/1/2008 Population	Percentage of Total Consortium Population	Ogden Murphy Wallace	River Oaks Costs	Total
Snohomish County	228,488	44.42%	\$ 2,887.15	\$ 7,774.30	\$ 10,661.44
City of Everett	102,300	19.89%	\$ 1,292.65	\$ 4,585.30	\$ 5,877.95
City of Edmonds	40,760	7.92%	\$ 515.04	\$ 3,030.08	\$ 3,545.12
City of Marysville	37,060	7.20%	\$ 468.29	\$ 2,936.57	\$ 3,404.86
City of Bothell	32,860	6.39%	\$ 415.22	\$ 2,830.43	\$ 3,245.65
City of Mountlake Terrace	20,930	4.07%	\$ 264.47	\$ 2,528.94	\$ 2,793.41
City of Kenmore	20,220	3.93%	\$ 255.50	\$ 2,511.00	\$ 2,766.49
City of Mukilteo	20,050	3.90%	\$ 253.35	\$ 2,506.70	\$ 2,760.05
City of Woodinville	10,560	2.05%	\$ 133.43	\$ 2,266.87	\$ 2,400.30
Town of Woodway	1,180	0.23%	\$ 14.91	\$ 2,029.82	\$ 2,044.73
<b>Total</b>	<b>514,408</b>	<b>100%</b>	<b>\$ 6,500.00</b>	<b>\$ 33,000.00</b>	<b>\$ 39,500.00</b>

## EXHIBIT C

### CONSORTIUM CONFIDENTIALITY AGREEMENT

1. The Parties agree that, while they shall be under no obligation to do so, they may from time to time choose, in their respective individual discretion, to exchange among themselves during the pendency of the Consortium any joint materials that are relevant and appropriate to the Consortium. The term “Consortium Materials” shall also include any materials developed for negotiation purposes at the expense of the Parties.
2. Each Party agrees that any documents or materials (hereinafter termed “Consortium Materials”) it receives from the other Parties or their Counsel, or created at their joint expense under the Agreement, shall be treated and maintained as privileged and confidential communications between Counsel and Parties. It is further understood and agreed that information that is (a) obtained by any of the Parties from any of the other Parties or (b) developed on behalf of any or all of the Parties, will remain confidential and shall be protected from disclosure to any third party except as provided herein.
3. The Parties further agree that they will not disclose these Consortium Materials or the contents thereof, or information regarding the discussions and preparations for negotiations with Verizon, to any person or entity other than the Parties, the Consultant, OMW, their Counsel, consultants, employees or agents, without first obtaining the consent of all Parties who may be entitled to claim any privilege with respect to such materials.
4. If any person or entity requests or demands, by subpoena, public disclosure request, or otherwise, all or any portion of the designated Consortium Materials, the Party receiving such request or demand will immediately notify Counsel for each of the Parties of such request or demand. Counsel for each of the Parties, as applicable, will take all steps necessary to permit the assertion of all applicable rights and privileges with respect to said Consortium Materials and shall cooperate fully in any judicial proceeding relating in any manner to the Consortium Materials. However, this Agreement is not voided if released via a court order by a court or administrative agency of competent jurisdiction.
5. Pending the completion of the negotiation process, all Consortium Materials will remain confidential until the last Consortium member approves or denies a franchise. Upon approval of a franchise agreement by any member the final agreement shall become a public document to the full extent required by law.
6. Consortium Materials shall be used only for purposes of this Consortium and any subsequent related action and shall not be disclosed in any way that is inconsistent with the maintenance of the attorney–client privilege, work product privilege, or any other privilege of any Party or any Counsel in connection with the Consortium.
7. This Agreement shall apply to any and all joint conferences or communications, whether written or oral, conducted by or between the Parties, and to all communications, whether written or oral, made between the Parties, arising from or in connection with the Consortium.

8. This Agreement memorializes prior oral understandings among the Parties and their Counsel with respect to Consortium Materials and negotiations and communications.

9. Each Party shall be obligated to maintain the confidentiality and privileged nature of the Consortium Materials to the extent defined herein. This obligation shall survive the withdrawal of any and all of the Parties from this Agreement or the termination of this Agreement.

10. Each Party agrees that the attorney–client, work product, joint defense, and other privileges applicable to the Consortium Materials may not be waived by any Party or its Counsel without the prior written consent of the Party or Parties that produced, generated or otherwise communicated that privileged information sought to be disclosed.



# NOTICE OF PUBLIC HEARING

## Proposed Increase to Solid Waste Collection Rates

Date: June 22, 2009

Time: 7:00 p.m.

Place: City Council Chambers, City Hall  
1049 State Avenue, Marysville

Notice is hereby given that the City Council of the City of Marysville will consider a recommendation to adopt a resolution, at the above-indicated time and place, to increase solid waste collection rates charged by the City.

The City proposes to increase rates for solid waste collection for all customers receiving collection services from the City of Marysville. These adjustments are the result of increased cost for providing service. They would occur over the next four years with an initial increase of 9%. The proposed initial increase, shown on the table below would be effective July 1, 2009.

GARBAGE BIMONTHLY RATES				
Residential				
Container	Can Size	Pickup	Current Bimonthly Rates	Rates effective July 1, 2009
Low-income senior	36 gallon	weekly	\$ 22.80	\$ 24.86
Single Can	36 gallon	<b>monthly</b>	\$ 17.60	\$ 19.18
Mini-can	20 gallon	weekly	\$ 29.20	\$ 31.84
Single Can	36 gallon	weekly	\$ 36.20	\$ 39.46
2 cans (equivalent)	64 gallon	weekly	\$ 60.40	\$ 65.84
3 cans (equivalent)	96 gallon	weekly	\$ 84.60	\$ 92.22
Yard Debris (optional)		weekly	\$ 15.00	\$ 16.36
2nd Yard Toter		weekly	\$ 4.00	\$ 4.36
Excess garbage tag			\$ 4.90	\$ 5.34
Commercial				
1-yard container			\$ 163.00	\$ 177.68
1.5-yard container			\$ 221.40	\$ 241.34
2-yard container			\$ 281.00	\$ 306.30
3-yard container			\$ 384.80	\$ 419.44
4-yard container			\$ 429.20	\$ 467.84
6-yard container			\$ 582.80	\$ 635.26
8-yard container			\$ 755.80	\$ 823.82

Any person may appear at the hearing and be heard in support of or in opposition to this proposal. Additional information may be obtained at the City of Marysville Public Works Department, 80 Columbia Ave., Marysville, Washington 98270, (360) 363-8100.

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

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: June 22, 2009**

AGENDA ITEM: Adjustment to Garbage Collection and Yard Waste Rate Schedules	AGENDA SECTION: New Business	
PREPARED BY: Allena Olson, Financial Analyst	APPROVED BY: 	
ATTACHMENTS: <ul style="list-style-type: none"> <li>• Ordinance</li> <li>• Affidavit of Publication</li> </ul>		
	MAYOR	CAO
BUDGET CODE: N/A	AMOUNT: N/A	

**DESCRIPTION:**

In 2008 Financial Consulting Solutions Group (FCS Group) completed a Financial Plan and Rate Study Analysis of the Solid Waste Utility. The study developed a rate schedule that links cost recovery of the utility to cost based rates, the majority of this adjustment is due to the increase in Snohomish County tipping fees. This ensures that the distribution of the cost of service to each customer class is in proportion to the demand they place on the utility.

Upon completion of the analysis FCS recommends a rate adjustment schedule to annually update the existing Garbage Collection and Yard Waste Rates.

<p><b>RECOMMENDED ACTION:</b> Staff recommends that Council authorize the Mayor to approve the ordinance to revise MMC 7.08.110 Garbage Collection Rate Schedule and MMC 7.08.111 Yard Waste Rate Schedule.</p>
<p><b>COUNCIL ACTION:</b></p>

# AFFIDAVIT OF PUBLICATION

State of Washington,     )  
 County of Snohomish,    ) ss

Teresa Lemke, Being first duly sworn on oath deposes and says that she is the secretary of The **MARYSVILLE GLOBE**, a weekly newspaper. That said newspaper is a legal newspaper which has been approved by order of the Superior Court in Snohomish County June 18, 1962 in compliance with Chapter 213 of Washington Laws of 1941, and it is now and has been for more than six months prior to the date of the publication hereinafter referred to, published in the English language continually as a weekly newspaper in Marysville, Snohomish County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of said newspaper. That the annexed is a true copy of a

NOPH Solid Waste Rates

as it was published in regular issues (and not in supplement form) of said newspaper once each week for a period of 2 consecutive week(s), commencing on the 6th day of May 2009, and ending on the 13th day of May 2009, both dates inclusive and that such newspaper was regularly distributed to its subscribers during all of said period. That the full amount of the fee charged for the foregoing publication is the sum of \$ 215.52, which amount has been paid in full.

Teresa Lemke

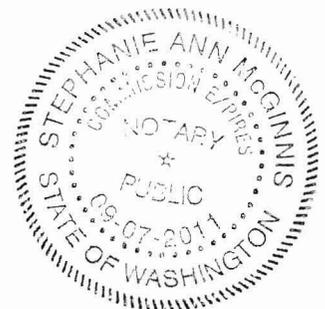
Subscribed and sworn to before me, this

26th day of May, 2009.

Steph Ann McGinnis

Notary Public in and for the State of Washington  
 Residing at Marysville - Bannock St

**MARYSVILLE GLOBE**  
 PO Box 145  
 Marysville, Washington 98270-0145  
 (360) 659-1300



### NOTICE OF PUBLIC HEARING

#### Proposed Increase to Solid Waste Collection Rates

**Date:** June 22, 2009  
**Time:** 7:00 p.m.  
**Place:** City Council Chambers, City Hall  
 1049 State Avenue, Marysville

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The City proposes to increase rates for solid waste collection for all customers receiving collection services from the City of Marysville. These adjustments are the result of increased cost for providing service. They would occur over the next four years with an initial increase of 9%. The proposed initial increase, shown on the table below would be effective July 1, 2009.

CITY OF MARYSVILLE SOLID WASTE RATES				
Residential				
Container	Can Size	Pickup	Current Monthly Rates	Rates effective July 1, 2009
Low-income senior	36 gallon	weekly	\$ 22.80	\$ 24.86
Single Can	36 gallon	monthly	\$ 17.60	\$ 19.18
Mini-can	20 gallon	weekly	\$ 29.20	\$ 31.84
Single Can	36 gallon	weekly	\$ 36.20	\$ 39.46
2 cans (equivalent)	64 gallon	weekly	\$ 60.40	\$ 65.84
3 cans (equivalent)	96 gallon	weekly	\$ 84.60	\$ 92.22
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2nd Yard Toter		weekly	\$ 4.00	\$ 4.36
Excess garbage tag			\$ 4.90	\$ 5.34
Commercial				
1-yard container			\$ 163.00	\$ 177.68
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3-yard container			\$ 384.80	\$ 419.44
4-yard container			\$ 429.20	\$ 467.84
6-yard container			\$ 582.80	\$ 635.26
8-yard container			\$ 755.80	\$ 823.82

Any person may appear at the hearing and be heard in support of or in opposition to this proposal. Additional information may be obtained at the City of Marysville Public Works Department, 80 Columbia Ave., Marysville, Washington 98270, (360) 363-8100.

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

**Published:** May 6 and 13, 2009.

CITY OF MARYSVILLE  
Marysville, Washington

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

An Ordinance of the City of Marysville amending Ordinance 2540 and Chapter 7.08 of the Marysville Municipal Code by amending MMC 7.08.110 Garbage Collection Rate Schedule and MMC 7.08.111 Yard Waste Collection Rate Schedule to provide for rate adjustments to take effect July 1, 2009, January 1, 2010, January 1, 2011, and January 1, 2012.~~established by amending Ordinance 2540.~~

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

Section 1. Effective April 1, 2009, Ordinance 2540 and Chapter 7.08 of the Marysville Municipal Code are hereby amended by amending MMC Section 7.08.110 and MMC 7.08.111 to read:~~the Marysville Municipal Code is hereby amended to provide as follows.~~

**7.08.110 Rate Schedule.** Effective April 1, 2009,~~The~~ monthly rates for the collection of garbage and refuse to be charged by the City shall be according to the following schedule:

1) Weekly pickup – Each dwelling unit:
\$15.92 – for one mini-can – 20-gallon insert into 365-gallon cart
\$19.73 – for one 365-gallon cart
\$32.92 – for one 645-gallon cart
\$46.11 – for one 96-gallon cart
(2) Monthly pickup – Each dwelling unit:
\$9.59 – for one 365-gallon cart
(3) Extra pickup:
\$5.34 for each additional can or excess refuse bag per pickup
(4) Low-income senior citizen rate:
\$12.43 – for one 20- or 365-gallon cart
Larger cart or additional garbage at regular rates (see eligibility requirements in MMC 7.08.115)
(5) Business, schools, churches, etc.:
Same as dwelling unit rate on a per container basis
(6) Service more frequent:
Rate multiplied by number of the weekly pickups
(7) Containers (noncompacted):
One cubic yard – \$88.84/month (or \$22.21/pickup)
One and one-half cubic yards – \$120.67/month (or \$30.17/pickup)
Two cubic yards – \$153.15/month (or \$38.29/pickup)

Three cubic yards – \$209.72/month (or \$52.43/pickup)
Four cubic yards – \$233.92/month (or \$58.48/pickup)
Six cubic yards – \$317.63/month (or \$79.41/pickup)
Eight cubic yards – \$411.91/month (or \$102.98/pickup)
(8) Containers (compacted): (The term "compacted material" means any material which has been compressed or shredded by any mechanical device either before or after it is placed in the receptacle handled by the collector.)
Rates for compacted material shall be 50 percent greater than the rate for the same size container of uncompacted refuse.
(9) Container – Surplus garbage:
Charged at same rate as container assuming equivalent bulk and weight
(10) Container – Service more frequent:
Container rate multiplied by number of weekly pickups
(11) Container – Rollouts beyond 20 feet:
\$12.15/month per container
(12) Container – Cleaning – If not maintained by user:
\$30.35 per container per instance

~~Section 2.~~ Section 7.08.111 of the Marysville Municipal Code is hereby amended to provide as follows:

**7.08.111 Rate Schedule.** ~~Effective April 1, 2009,~~ Each customer participating in the City's optional yard waste collection service, as provided for in MMC 7.08.033, shall be charged a monthly collection charge of \$8.18 for the first container and \$2.18 for each additional container.

~~Section 32.~~ Effective January 1, 2010, Ordinance 2540 and Chapter 7.08 of the Marysville Municipal Code are hereby amended by amending MMC 7.08.110 and MMC 7.08.111 to read as follows.

**7.08.110 Rate Schedule.** ~~Effective January 1, 2010,~~ The monthly rates for the collection of garbage and refuse to be charges by the City shall be according to the following schedule:

1) Weekly pickup – Each dwelling unit:
\$17.35 – for one mini-can – 20-gallon insert into <del>365</del> -gallon cart
\$21.51 – for one <del>365</del> -gallon cart
\$35.88 – for one <del>645</del> -gallon cart
\$50.26 – for one 96-gallon cart
(2) Monthly pickup – Each dwelling unit:
\$10.46 – for one <del>365</del> -gallon cart
(3) Extra pickup:
\$5.82 for each additional can or excess refuse bag per pickup

(4) Low-income senior citizen rate:
\$13.55 – for one 20- or 365-gallon cart
Larger cart or additional garbage at regular rates (see eligibility requirements in MMC 7.08.115)
(5) Business, schools, churches, etc.:
Same as dwelling unit rate on a per container basis
(6) Service more frequent:
Rate multiplied by number of the weekly pickups
(7) Containers (noncompacted):
One cubic yard – \$96.83/month (or \$24.21/pickup)
One and one-half cubic yards – \$131.53/month (or \$32.88/pickup)
Two cubic yards – \$166.93/month (or \$41.73/pickup)
Three cubic yards – \$228.59/month (or \$57.15/pickup)
Four cubic yards – \$254.97/month (or \$63.74/pickup)
Six cubic yards – \$346.21/month (or \$86.55/pickup)
Eight cubic yards – \$448.99/month (or \$112.25/pickup)
(8) Containers (compacted): (The term "compacted material" means any material which has been compressed or shredded by any mechanical device either before or after it is placed in the receptacle handled by the collector.)
Rates for compacted material shall be 50 percent greater than the rate for the same size container of uncompacted refuse.
(9) Container – Surplus garbage:
Charged at same rate as container assuming equivalent bulk and weight
(10) Container – Service more frequent:
Container rate multiplied by number of weekly pickups
(11) Container – Rollouts beyond 20 feet:
\$12.15/month per container
(12) Container – Cleaning – If not maintained by user:
\$30.35 per container per instance

~~Section 4. Section 7.08.111 of the Marysville Municipal Code is hereby amended to provide as follows:~~

**7.08.111 Rate Schedule.** ~~Effective January 1, 2010, e~~Each customer participating in the City's optional yard waste collection service, as provided for in MMC 7.08.033, shall be charged a monthly collection charge of \$8.91 for the first container and \$2.38 for each additional container.

~~Section 3. Effective January 1, 2011, Ordinance 2540 and Chapter 7.08 of the Marysville Municipal Code are hereby amended by amending MMC 7.08.110 and MMC 7.08.111 to read as follows.~~

~~7.08.110 Rate Schedule, Section 5.~~ Effective January 1, 2011, † The monthly rates for the collection of garbage and refuse to be charges by the City shall be according to the following schedule:

1) Weekly pickup – Each dwelling unit:
\$18.91 – for one mini-can – 20-gallon insert into 365-gallon cart
\$23.44 – for one 365-gallon cart
\$39.11 – for one 645-gallon cart
\$54.78 – for one 96-gallon cart
(2) Monthly pickup – Each dwelling unit:
\$11.40 – for one 365-gallon cart
(3) Extra pickup:
\$6.34 for each additional can or excess refuse bag per pickup
(4) Low-income senior citizen rate:
\$14.77 – for one 20- or 365-gallon cart
Larger cart or additional garbage at regular rates (see eligibility requirements in MMC 7.08.115)
(5) Business, schools, churches, etc.:
Same as dwelling unit rate on a per container basis
(6) Service more frequent:
Rate multiplied by number of the weekly pickups
(7) Containers (noncompacted):
One cubic yard – \$105.55/month (or \$26.39/pickup)
One and one-half cubic yards – \$143.36/month (or \$35.84/pickup)
Two cubic yards – \$181.95/month (or \$45.49/pickup)
Three cubic yards – \$249.17/month (or \$62.29/pickup)
Four cubic yards – \$277.92/month (or \$69.48/pickup)
Six cubic yards – \$377.37/month (or \$94.34/pickup)
Eight cubic yards – \$489.39/month (or \$122.35/pickup)
(8) Containers (compacted): (The term "compacted material" means any material which has been compressed or shredded by any mechanical device either before or after it is placed in the receptacle handled by the collector.)
Rates for compacted material shall be 50 percent greater than the rate for the same size container of uncompacted refuse.
(9) Container – Surplus garbage:
Charged at same rate as container assuming equivalent bulk and weight
(10) Container – Service more frequent:
Container rate multiplied by number of weekly pickups

(11) Container – Rollouts beyond 20 feet:
\$12.15/month per container
(12) Container – Cleaning – If not maintained by user:
\$30.35 per container per instance

~~Section 6.~~ Section 7.08.111 of the Marysville Municipal Code is hereby amended to provide as follows:

**7.08.111 Rate Schedule.** Effective January 1, 2011, eEach customer participating in the City’s optional yard waste collection service, as provided for in MMC 7.08.033, shall be charged a monthly collection charge of \$9.72 for the first container and \$2.59 for each additional container.

~~Section 4.~~ Effective January 1, 2012, Ordinance 2540 and Chapter 7.08 of the Marysville Municipal Code are hereby amended by amending MMC 7.08.110 and MMC 7.08.111 to read as follows.

~~Section 7.~~ **7.08.110 Rate Schedule** Effective January 1, 2012, t The monthly rates for the collection of garbage and refuse to be charges by the City shall be according to the following schedule:

1) Weekly pickup – Each dwelling unit:
\$19.86 – for one mini-can – 20-gallon insert into 35-gallon cart
\$24.61 – for one 365-gallon cart
\$41.07 – for one 645-gallon cart
\$57.52 – for one 96-gallon cart
(2) Monthly pickup – Each dwelling unit:
\$11.97 – for one 365-gallon cart
(3) Extra pickup:
\$6.66 for each additional can or excess refuse bag per pickup
(4) Low-income senior citizen rate:
\$15.50 – for one 20- or 365-gallon cart
Larger cart or additional garbage at regular rates (see eligibility requirements in MMC 7.08.115)
(5) Business, schools, churches, etc.:
Same as dwelling unit rate on a per container basis
(6) Service more frequent:
Rate multiplied by number of the weekly pickups
(7) Containers (noncompacted):
One cubic yard – \$110.82/month (or \$27.71/pickup)
One and one-half cubic yards – \$150.53/month (or \$37.63/pickup)
Two cubic yards – \$191.05/month (or \$47.76/pickup)

Three cubic yards – \$261.62/month (or \$65.41/pickup)
Four cubic yards – \$291.81/month (or \$72.95/pickup)
Six cubic yards – \$396.24/month (or \$99.06/pickup)
Eight cubic yards – \$513.86/month (or \$128.47/pickup)
(8) Containers (compacted): (The term "compacted material" means any material which has been compressed or shredded by any mechanical device either before or after it is placed in the receptacle handled by the collector.)
Rates for compacted material shall be 50 percent greater than the rate for the same size container of uncompacted refuse.
(9) Container – Surplus garbage:
Charged at same rate as container assuming equivalent bulk and weight
(10) Container – Service more frequent:
Container rate multiplied by number of weekly pickups
(11) Container – Rollouts beyond 20 feet:
\$12.15/month per container
(12) Container – Cleaning – If not maintained by user:
\$30.35 per container per instance

~~Section 8.~~ Section 7.08.111 of the Marysville Municipal Code is hereby amended to provide as follows:

**7.08.111 Rate Schedule.** Effective January 1, 2012, each customer participating in the City's optional yard waste collection service, as provided for in MMC ~~7.08.033~~, shall be charged a monthly collection charge of \$10.20 for the first container and \$2.72 for each additional container.

~~Section 9.~~ Except as provided herein, all other provisions of Ordinance No. 2540 shall remain in full force and effect, unchanged.

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PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

CITY OF MARYSVILLE

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

ATTEST:

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

Approved as to form:

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

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

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

CITY OF MARYSVILLE  
Marysville, Washington

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

An Ordinance of the City of Marysville amending Ordinance 2540 and Chapter 7.08 of the Marysville Municipal Code by amending MMC 7.08.110 Garbage Collection Rate Schedule and MMC 7.08.111 Yard Waste Collection Rate Schedule to provide for rate adjustments to take effect July 1, 2009, January 1, 2010, January 1, 2011, and January 1, 2012.

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

Section 1. Effective July 1, 2009, Ordinance 2540 and Chapter 7.08 of the Marysville Municipal Code are hereby amended by amending MMC 7.08.110 and MMC 7.08.111 to read as follows:

**7.08.110 Rate Schedule.** The monthly rates for the collection of garbage and refuse to be charged by the City shall be according to the following schedule:

1) Weekly pickup – Each dwelling unit:
\$15.92 – for one mini-can – 20-gallon insert into 36-gallon cart
\$19.73 – for one 36-gallon cart
\$32.92 – for one 64-gallon cart
\$46.11 – for one 96-gallon cart
(2) Monthly pickup – Each dwelling unit:
\$9.59 – for one 36-gallon cart
(3) Extra pickup:
\$5.34 for each additional can or excess refuse bag per pickup
(4) Low-income senior citizen rate:
\$12.43 – for one 20- or 36-gallon cart
Larger cart or additional garbage at regular rates (see eligibility requirements in MMC 7.08.115)
(5) Business, schools, churches, etc.:
Same as dwelling unit rate on a per container basis
(6) Service more frequent:
Rate multiplied by number of the weekly pickups
(7) Containers (noncompacted):
One cubic yard – \$88.84/month (or \$22.21/pickup)
One and one-half cubic yards – \$120.67/month (or \$30.17/pickup)
Two cubic yards – \$153.15/month (or \$38.29/pickup)
Three cubic yards – \$209.72/month (or \$52.43/pickup)

Four cubic yards – \$233.92/month (or \$58.48/pickup)
Six cubic yards – \$317.63/month (or \$79.41/pickup)
Eight cubic yards – \$411.91/month (or \$102.98/pickup)
(8) Containers (compacted): (The term “compacted material” means any material which has been compressed or shredded by any mechanical device either before or after it is placed in the receptacle handled by the collector.)
Rates for compacted material shall be 50 percent greater than the rate for the same size container of uncompacted refuse.
(9) Container – Surplus garbage:
Charged at same rate as container assuming equivalent bulk and weight
(10) Container – Service more frequent:
Container rate multiplied by number of weekly pickups
(11) Container – Rollouts beyond 20 feet:
\$12.15/month per container
(12) Container – Cleaning – If not maintained by user:
\$30.35 per container per instance

**7.08.111 Rate Schedule.** Each customer participating in the City’s optional yard waste collection service, as provided for in MMC 7.08.033, shall be charged a monthly collection charge of \$8.18 for the first container and \$2.18 for each additional container.

Section 2. Effective January 1, 2010, Ordinance 2540 and Chapter 7.08 of the Marysville Municipal Code are hereby amended by amending MMC 7.08.110 and MMC 7.08.111 to read as follows:

**7.08.110 Rate Schedule.** The monthly rates for the collection of garbage and refuse to be charges by the City shall be according to the following schedule:

1) Weekly pickup – Each dwelling unit:
\$17.35 – for one mini-can – 20-gallon insert into 36-gallon cart
\$21.51 – for one 36-gallon cart
\$35.88 – for one 64-gallon cart
\$50.26 – for one 96-gallon cart
(2) Monthly pickup – Each dwelling unit:
\$10.46 – for one 36-gallon cart
(3) Extra pickup:
\$5.82 for each additional can or excess refuse bag per pickup
(4) Low-income senior citizen rate:
\$13.55 – for one 20- or 36-gallon cart

Larger cart or additional garbage at regular rates (see eligibility requirements in MMC 7.08.115)
(5) Business, schools, churches, etc.:
Same as dwelling unit rate on a per container basis
(6) Service more frequent:
Rate multiplied by number of the weekly pickups
(7) Containers (noncompacted):
One cubic yard – \$96.83/month (or \$24.21/pickup)
One and one-half cubic yards – \$131.53/month (or \$32.88/pickup)
Two cubic yards – \$166.93/month (or \$41.73/pickup)
Three cubic yards – \$228.59/month (or \$57.15/pickup)
Four cubic yards – \$254.97/month (or \$63.74/pickup)
Six cubic yards – \$346.21/month (or \$86.55/pickup)
Eight cubic yards – \$448.99/month (or \$112.25/pickup)
(8) Containers (compacted): (The term “compacted material” means any material which has been compressed or shredded by any mechanical device either before or after it is placed in the receptacle handled by the collector.)
Rates for compacted material shall be 50 percent greater than the rate for the same size container of uncompacted refuse.
(9) Container – Surplus garbage:
Charged at same rate as container assuming equivalent bulk and weight
(10) Container – Service more frequent:
Container rate multiplied by number of weekly pickups
(11) Container – Rollouts beyond 20 feet:
\$12.15/month per container
(12) Container – Cleaning – If not maintained by user:
\$30.35 per container per instance

**7.08.111 Rate Schedule.** Each customer participating in the City’s optional yard waste collection service, as provided for in MMC 7.08.033, shall be charged a monthly collection charge of \$8.91 for the first container and \$2.38 for each additional container.

Section 3. Effective January 1, 2011, Ordinance 2540 and Chapter 7.08 of the Marysville Municipal Code are hereby amended by amending MMC 7.08.110 and MMC 7.08.111 to read as follows:

**7.08.110 Rate Schedule.** The monthly rates for the collection of garbage and refuse to be charges by the City shall be according to the following schedule:

1) Weekly pickup – Each dwelling unit:
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\$18.91 – for one mini-can – 20-gallon insert into 36-gallon cart
\$23.44 – for one 36-gallon cart
\$39.11 – for one 64-gallon cart
\$54.78 – for one 96-gallon cart
(2) Monthly pickup – Each dwelling unit:
\$11.40 – for one 36-gallon cart
(3) Extra pickup:
\$6.34 for each additional can or excess refuse bag per pickup
(4) Low-income senior citizen rate:
\$14.77 – for one 20- or 36-gallon cart
Larger cart or additional garbage at regular rates (see eligibility requirements in MMC 7.08.115)
(5) Business, schools, churches, etc.:
Same as dwelling unit rate on a per container basis
(6) Service more frequent:
Rate multiplied by number of the weekly pickups
(7) Containers (noncompacted):
One cubic yard – \$105.55/month (or \$26.39/pickup)
One and one-half cubic yards – \$143.36/month (or \$35.84/pickup)
Two cubic yards – \$181.95/month (or \$45.49/pickup)
Three cubic yards – \$249.17/month (or \$62.29/pickup)
Four cubic yards – \$277.92/month (or \$69.48/pickup)
Six cubic yards – \$377.37/month (or \$94.34/pickup)
Eight cubic yards – \$489.39/month (or \$122.35/pickup)
(8) Containers (compacted): (The term “compacted material” means any material which has been compressed or shredded by any mechanical device either before or after it is placed in the receptacle handled by the collector.)
Rates for compacted material shall be 50 percent greater than the rate for the same size container of uncompact refuse.
(9) Container – Surplus garbage:
Charged at same rate as container assuming equivalent bulk and weight
(10) Container – Service more frequent:
Container rate multiplied by number of weekly pickups
(11) Container – Rollouts beyond 20 feet:
\$12.15/month per container
(12) Container – Cleaning – If not maintained by user:
\$30.35 per container per instance

**7.08.111 Rate Schedule.** Each customer participating in the City's optional yard waste collection service, as provided for in MMC 7.08.033, shall be charged a monthly collection charge of \$9.72 for the first container and \$2.59 for each additional container.

Section 4. Effective January 1, 2012, Ordinance 2540 and Chapter 7.08 of the Marysville Municipal Code are hereby amended by amending MMC 7.08.110 and MMC 7.08.111 to read as follows:

**7.08.110 Rate Schedule** The monthly rates for the collection of garbage and refuse to be charges by the City shall be according to the following schedule:

1) Weekly pickup – Each dwelling unit:
\$19.86 – for one mini-can – 20-gallon insert into 35-gallon cart
\$24.61 – for one 36-gallon cart
\$41.07 – for one 64-gallon cart
\$57.52 – for one 96-gallon cart
(2) Monthly pickup – Each dwelling unit:
\$11.97 – for one 36-gallon cart
(3) Extra pickup:
\$6.66 for each additional can or excess refuse bag per pickup
(4) Low-income senior citizen rate:
\$15.50 – for one 20- or 36-gallon cart
Larger cart or additional garbage at regular rates (see eligibility requirements in MMC <u>7.08.115</u> )
(5) Business, schools, churches, etc.:
Same as dwelling unit rate on a per container basis
(6) Service more frequent:
Rate multiplied by number of the weekly pickups
(7) Containers (noncompacted):
One cubic yard – \$110.82/month (or \$27.71/pickup)
One and one-half cubic yards – \$150.53/month (or \$37.63/pickup)
Two cubic yards – \$191.05/month (or \$47.76/pickup)
Three cubic yards – \$261.62/month (or \$65.41/pickup)
Four cubic yards – \$291.81/month (or \$72.95/pickup)
Six cubic yards – \$396.24/month (or \$99.06/pickup)
Eight cubic yards – \$513.86/month (or \$128.47/pickup)
(8) Containers (compacted): (The term “compacted material” means any material which has been compressed or shredded by any mechanical device either before or after it is placed in the receptacle handled by the collector.)
Rates for compacted material shall be 50 percent greater than the rate for the same size

container of uncompacted refuse.
(9) Container – Surplus garbage:
Charged at same rate as container assuming equivalent bulk and weight
(10) Container – Service more frequent:
Container rate multiplied by number of weekly pickups
(11) Container – Rollouts beyond 20 feet:
\$12.15/month per container
(12) Container – Cleaning – If not maintained by user:
\$30.35 per container per instance

**7.08.111 Rate Schedule.** Each customer participating in the City's optional yard waste collection service, as provided for in MMC 7.08.033, shall be charged a monthly collection charge of \$10.20 for the first container and \$2.72 for each additional container.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

CITY OF MARYSVILLE

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

ATTEST:

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

Approved as to form:

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

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