

Marysville City Council Meeting**September 9, 2013****7:00 p.m.****City Hall****Call to Order****Invocation****Pledge of Allegiance****Roll Call****Approval of the Agenda****Committee Reports****Presentations**

A. Pride of Marysville Awards *

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

1. Approval of the July 22, 2013 City Council Meeting Minutes.

Consent

2. Approval of the July 24, 2013 Claims in the Amount of \$488,842.92; Paid by Check Number's 85978 through 86136.

3. Approval of the July 31, 2013 Claims in the Amount of \$179, 646.00; Paid by Check Number's 86137 through 86259 with Check Number 86020 Voided.

4. Approval of the August 7, 2013 Claims in the Amount of \$1,103,323.77; Paid by Check Number's 86260 through 86383 with Check Number's 83256 and 85622 Voided.

5. Approval of the August 14, 2013 Claims in the Amount of \$668,571.76; Paid by Check Number's 86384 through 86525 with No Check Number's Voided

6. Approval of the August 21, 2013 Claims in the Amount of \$797,733.50; Paid by Check Number's 86526 through 86688 with Check Number's 74472, 80303, 84759, and 86383 Voided.

7. Approval of the August 5, 2013 Payroll in the Amount of \$1,457,289.75; Paid by Check Number's 26847 through 26897.

8. Approval of the August 20, 2013 Payroll in the Amount of \$854,283.69; Paid by Check Number's 26898 through 26942.

****These items have been added or revised from the materials previously distributed in the packets for the September 3, 2013 Work Session.***

Marysville City Council Meeting

September 9, 2013

7:00 p.m.

City Hall

13. Consider Approval of the Interlocal Cooperation Agreement for Inter-Jurisdictional Coordination Relating to Affordable Housing within Snohomish County.
14. Consider Approval of the Tyler Technologies, Inc. Contract and Invoice in the Amount of \$56,773.05.
15. Consider Approval of the Supplemental Agreement No. 1 to the Professional Services Agreement with Osborn Consulting Inc. to Authorize a No Cost Time Extension.
16. Consider Approval of the Interagency Agreement with the Department of Ecology to Accept Funding.
17. Consider the Interlocal Agreement between Snohomish County and the City of Marysville for Auto Theft Task Force Services.
18. Consider Approval of the Professional Services Agreement with KPG, Inc. in the Amount of \$209,855.41, to Provide Professional Engineering Design Services on Three Federally-Funded HSIP Projects.
19. Consider Acceptance of the 51st Avenue NE Overlay (Grove Street to 80th Street NE) Project, Starting the 45-Day Lien Filing Period for Project Closeout.
22. Consideration of a Resolution of Intent to Participate in Alternative Dispute Resolution.
24. Approval of the August 28, 2013 Claims in the Amount of \$165,094.20; Paid by Check Number's 86689 through 86815 with Check Number 83736 Voided. *
25. Approval of the September 5, 2013 Payroll in the Amount of \$1,445,321.30; Paid by Check Number's 26943 through 26989. *

Review Bids

9. Consider Awarding Bid to Rehrig Pacific Company and Authorize the Mayor to Execute the Contract for the Sunnyside Roll Carts: Purchase, Assembly, and Delivery in the Amount of \$86,838.35 Including State of Washington Sales Tax.
10. Consider Awarding Bid for 53rd Avenue NE and SR528 Intersection Improvements Project to Transportation Systems, Inc. in the Amount of \$310,949.00 Including Washington State Sales Tax and Approve a Management Reserve of \$30,000.00 for a Total Allocation of \$340,949.00. *

Public Hearings

**These items have been added or revised from the materials previously distributed in the packets for the September 3, 2013 Work Session.*

Marysville City Council Meeting**September 9, 2013****7:00 p.m.****City Hall**

11. Public Hearing- Consideration of an Ordinance Adopting a Moratorium on the Establishment, Siting, Location, Permitting, Licensing or Operation of Marijuana Cultivation, Production of Marijuana or Marijuana Derivatives. *

New Business

23. City of Marysville - Berry Farm Condo - Private Road Agreement. *

Legal**Mayor's Business****Staff Business****Call on Councilmembers****Executive Session**

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

Adjourn

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

**These items have been added or revised from the materials previously distributed in the packets for the September 3, 2013 Work Session.*

Index #1

Call to Order/Pledge of Allegiance/Roll Call	7:00 p.m.
Approve the agenda.	Approved
Committee Reports	
Presentations	
Employee Services Awards - 5 Years: Roy Alderman, SCADA/Telemetry Administrator, IS, and Chadwick Hudson, GIS Analyst, Engineering (not present)	Presented
Council Premier of City Diversity Video, "I Am My Community"	Presented
Approval of Minutes	
Approval of the July 1, 2013 City Council Work Session Minutes.	Approved
Approval of the July 8, 2013 City Council Meeting Minutes.	Approved
Consent Agenda	
Approve the June 26, 2013 Claims in the Amount of \$267,135.03; Paid by Check Number's 85398 through 85531 with Check Number's 85229 and 85241 Voided.	Approved
Approve the July 3, 2013 Claims in the Amount of \$1,404,495.26; Paid by Check Number's 85532 through 85685 with No Check Numbers Voided.	Approved
Approve the July 10, 2013 Claims in the Amount of \$429,625.23; Paid by Check Number's 85686 through 85830 with Check Number 84600 Voided.	Approved
Approve the July 5, 2013 Payroll in the Amount of \$1,533,289.03; Paid by Check Number's 26750 through 26801.	Approved
Approve the July 17, 2013 Claims in the Amount of \$394,625.06; Paid by Check Number's 85831 through 85977.	Approved
Approve the July 19, 2013 Payroll in the Amount of \$857,784.75; Paid by Check Number's 26802 through 26846.	Approved
Review Bids	
Consider Awarding the Bid for the 99 th Avenue /42 nd Street Water Main Contract to SRV Construction, Inc. in the Amount of \$676,425.42 including Washington State Sales Tax and Approve a Management Reserve of \$70,000 for a Total Allocation of \$746,425.42.	Approved
New Business	
Consider the Application for Marysville Downtown Merchants Association to Conduct a Special Event on August 9 th , August 10 th , and August 11 th , 2013, Including the Street Closure of 3 rd Street between State Avenue and Alder Avenue, as well as on Columbia Avenue from the Alley between 2 nd Street and 3 rd Street to the Alley between 3 rd Street and 4 th Street, as Requested by the Applicant.	Approved
Authorize the Mayor to accept the 83 rd Avenue Water Main Project, starting the 45-day lien filing period for project closeout.	Approved
Authorize the Mayor to sign the Interlocal Agreement between Snohomish County and the City of Marysville for Park Project Funding for the Bay View Trail Phase II Project.	Approved
Authorize the Mayor to enter into an Agreement with Foster Pepper PLLC as Bond Counsel for the Refunding of the 2005 Water and Sewer Bonds.	Approved

<p>Consider an Ordinance of the City of Marysville, Washington, Relating to the Waterworks Utility of the City; Providing for the Issuance, Sale and Delivery of Not to Exceed \$45,500,000 Aggregate Principal Amount of Water And Sewer Revenue Refunding Bonds for the Purpose of Providing Funds to Pay the Cost of Advance Refunding All or a Portion of the City's Callable Water and Sewer Revenue Bonds, 2005, and the Cost of Issuing Such Bonds; Fixing or Setting Parameters With Respect to Certain Terms and Covenants of the Bonds; Providing for and Authorizing the Purchase of Certain Obligations Out of the Proceeds of the Sale of the Bonds and for the Use and Application of the Money Derived from Those Investments; Authorizing the Execution of One or More Agreements with An Escrow Agent or Trustee; Providing for the Call, Payment and Redemption of the Outstanding Bonds to be Refunded; Appointing the City's Designated Representative to Approve the Final Terms of the Sale of the Bonds and to Take Certain Other Actions with Respect to Carrying Out the Refunding and Issuance of the Bonds; and Providing For Other Related Matters.</p>	<p>Approved Ord. No. 2933</p>
<p>Consider an Ordinance of the City of Marysville, Washington, Relating to Contracting Indebtedness; Providing for the Extension and Reissuance of the City's Limited Tax General Obligation Bond Anticipation Note, 2012 (Non-Revolving Line Of Credit) (The "Note"); Providing for the Issuance, Sale and Delivery of One or More Series of Limited Tax General Obligation Bonds in the Aggregate Principal Amount Not to Exceed \$[23,900,000] to Provide Funds Necessary to Pay All or a Portion of The Costs Of (I) Certain Transportation Projects, Including Repayment of the Note and (Ii) the Refunding of All or a Portion of the City's Callable Limited Tax General Obligation Bonds, 2003; Fixing or Setting Parameters with Respect to Certain Terms and Covenants of the Bonds; Providing for and Authorizing the Purchase of Certain Obligations Out of The Proceeds of the Sale of the Bonds and for the Use and Application of the Money Derived from those Investments; Authorizing the Execution of One or More Agreements with a Refunding Escrow Agent or Trustee; Providing for the Call, Payment and Redemption of the Outstanding Bonds to be Refunded; Appointing the City's Designated Representative to Approve the Terms of Extending and Reissuing the Note and the Final Terms of the Sale of the Bonds and to Take Certain Other Actions with Respect to Carrying Out the Refunding and Issuance of the Bonds; and Providing for Other Related Matters.</p>	<p>Approved Ord. No. 2934</p>
<p>Consider an Ordinance of the City of Marysville Amending the 2013 Budget and Providing for the Increase of Certain Expenditure Items As Budgeted for in Ordinance No. 2911, Adopting the 2013-2018 Capital Facilities Plan, and Changes in Compensation Levels.</p>	<p>Approved Ord. No. 2935</p>
<p>Consider a Resolution of the City of Marysville Adopting a Policy for the Management of the City's Debt.</p>	<p>Approved Res. No. 2348</p>

Consider a Resolution of the City of Marysville Establishing a Revenue Shortfall Policy.	Approved Res. No. 2348
Consider the Memorandum of Understanding with Catholic Services of Snohomish County, Sponsor of the Retired and Senior Volunteer Program (RSVP).	Approved
Legal	
Mayor's Business	
Consider Community Development Block Grant Committee Reappointments: Peter Condyles, Brooke Hougan, Marvetta Toler, Rob Toyer, and Donna Wright.	Approved
Consider Salary Commission Reappointment: Don Culbertson.	Approved
Staff Business	
Call on Councilmembers	
Adjournment	8:27 p.m.
Executive Session	8:30 p.m.
Litigation - two items concerning potential litigation	
Reconvened into regular session	8:50 p.m.
Adjournment	8:52 p.m.

COUNCIL



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MINUTES

Regular Meeting
July 22, 2013

Call to Order / Pledge of Allegiance

Mayor Nehring called the meeting to order at 7:00 p.m. and led those present in the Pledge of Allegiance. Dennis Niva from Ninety Second Street Church of Christ gave the invocation.

Roll Call

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

- Mayor:** Jon Nehring
- Council:** Steve Muller, Kamille Norton, Jeff Seibert, Michael Stevens (arrived 7:03), Rob Toyer Jeff Vaughan, and Donna Wright
- Absent:** None
- Also Present:** Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Police Chief Rick Smith, Commander Robb Lamoureux, City Attorney Grant Weed, Public Works Director Kevin Nielsen, Planning Manager Chris Holland, Parks and Recreation Director Jim Ballew, Court Administrator Suzanne Elsner, and Recording Secretary Laurie Hugdahl.

Councilmember Wright explained that Councilmember Stevens would be arriving shortly. They were both at a meeting that lasted too long prior to the Council meeting.

Motion made by Councilmember Muller, seconded by Councilmember Toyer, to approve the agenda as presented. **Motion** passed unanimously (6-0).

Committee Reports

Kamille Norton reported on the July 10 meeting of the Parks and Recreation Advisory Board meeting where they discussed the following:

- They received an update on spray park plan which is continuing to progress. They should have the final design by the end of this month.

- The Board also approved a couple of new memorial plaques.
- There was an update on the Bay View Trail.

Jeff Seibert reported on the July 17 Finance Committee meeting where the following topics were discussed:

- There were no new public records requests this month.
- The Committee received an update on the budget. Sales tax is up again this month.
- 2014 budget calendar was presented.
- Bond issues were discussed.
- Fiscal policies for revenue shortfall policy and debt management were discussed.
- There was a discussion about a policy regarding liens for utility billing.

Steve Muller reported on the July 11 meeting of the Library Board:

- The library is putting in a new tech center in August, and there will be an open house in late September featuring the 35 new stations for computer access.
- The library is very busy and things are going well.
- The air conditioning is working.

Michael Stevens reported on the July 17 meeting of the Fire District Board of Directors meeting where there was discussion about options for potential annexation of the City into the fire district and the effects of the Affordable Care Act.

Presentations

A. Employee Services Awards

5 Years:

- Roy Alderman, SCADA/Telemetry Administrator, IS
- Chadwick Hudson, GIS Analyst, Engineering (not present)

B. Council Premier of City Diversity Video, "I Am My Community"

One of the goals of the Diversity Advisory committee was to produce this video which was made in conjunction with the video production students at Marysville-Getchell's TV3 Studio and one of the teams from Leadership Snohomish County. Leadership Snohomish County appreciated the fact that this was a government-initiated project. It was very uncommon for them to work with young students. It was a good partnership with all the groups involved; everyone benefited from this project in the end. Another benefit is that it didn't cost anything.

Audience Participation

David Riesner, 6323 – 82nd Street NE, Marysville, WA, complained about the fireworks in Marysville. He came to complain to the Council last year, and this year the fireworks were even worse. He read his letter into the record which had earlier been submitted to

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the Council. He expressed concern about people setting off fireworks at the park. He believes his street is the worst in the City for fireworks, and he asked for assistance from the City with enforcement.

Chief Smith explained that police stepped up enforcement actions this year with fireworks, writing over 30 citations. They made contact with dozens of people, including having to talk with juveniles. He stated that he also received a copy of Mr. Riesner's letter. He intends to have police focus on that neighborhood next year.

Councilmember Vaughan stated that he used to live on the street under discussion. He agrees that people congregate at the nearby park and the neighborhood is particularly bad. Also, about four or five days ago one of the houses on that street had a fire related to fireworks.

Approval of Minutes

1. Approval of the July 1, 2013 City Council Work Session Minutes.

Kamille Norton stated she would be abstaining from the vote as she was not present at that meeting.

Motion made by Councilmember Wright, seconded by Councilmember Vaughan, to approve the July 1, 2013 City Council Work Session Minutes. **Motion** passed (6-0) with Councilmember Norton abstaining.

2. Approval of the July 8, 2013 City Council Meeting Minutes.

Motion made by Councilmember Norton, seconded by Councilmember Muller, to approve the July 8, 2013 City Council Meeting Minutes. **Motion** passed unanimously (7-0).

Consent

3. Approve the June 26, 2013 Claims in the Amount of \$267,135.03; Paid by Check Number's 85398 through 85531 with Check Number's 85229 and 85241 Voided.
4. Approve the July 3, 2013 Claims in the Amount of \$1,404,495.26; Paid by Check Number's 85532 through 85685 with No Check Numbers Voided.
5. Approve the July 10, 2013 Claims in the Amount of \$429,625.23; Paid by Check Number's 85686 through 85830 with Check Number 84600 Voided.
6. Approve the July 5, 2013 Payroll in the Amount of \$1,533,289.03; Paid by Check Number's 26750 through 26801.
20. Approve the July 17, 2013 Claims in the Amount of \$394,625.06; Paid by Check Number's 85831 through 85977.

21. Approve the July 19, 2013 Payroll in the Amount of \$857,784.75; Paid by Check Number's 26802 through 26846.

Motion made by Councilmember Stevens, seconded by Councilmember Wright, to approve Consent Agenda items 3, 4, 5, 6, 20, and 21. **Motion** passed unanimously (7-0).

Review Bids

7. Consider Awarding the Bid for the 99th Avenue /42nd Street Water Main Contract to SRV Construction, Inc. in the Amount of \$676,425.42 including Washington State Sales Tax and Approve a Management Reserve of \$70,000 for a Total Allocation of \$746,425.42.

Director Nielsen stated that this part of the PUD phasing. It is not located in the city limits. It is on the other side of Highway 9, going to Highway 92 where the City will be doing a horizontal directional drill tying onto the PUD system. This is so the PUD has the same flow of water after the City takes over the Sunnyside and Whiskey Ridge area. The bid came in about \$200,000 under the engineer's estimate.

Motion made by Councilmember Stevens, seconded by Councilmember Seibert, to authorize the Mayor to award the bid for the 99th Avenue /42nd Street Water Main Contract to SRV Construction, Inc. in the Amount of \$676,425.42 including Washington State Sales Tax and Approve a Management Reserve of \$70,000 for a Total Allocation of \$746,425.42. **Motion** passed unanimously (7-0).

Public Hearings

New Business

8. Consider the Application for Marysville Downtown Merchants Association to Conduct a Special Event on August 9th, August 10th, and August 11th, 2013, Including the Street Closure of 3rd Street between State Avenue and Alder Avenue, as well as on Columbia Avenue from the Alley between 2nd Street and 3rd Street to the Alley between 3rd Street and 4th Street, as Requested by the Applicant.

CAO Hirashima stated that this is for Handmade and Homegrown, which is a street fair that will be occurring between August 9 and August 11.

Motion made by Councilmember Wright, seconded by Councilmember Toyer, to approve the Application for Marysville Downtown Merchants Association to Conduct a Special Event on August 9th, August 10th, and August 11th, 2013, Including the Street Closure of 3rd Street between State Avenue and Alder Avenue, as well as on Columbia Avenue from the Alley between 2nd Street and 3rd Street to the Alley between 3rd Street and 4th Street, as Requested by the Applicant. **Motion** passed unanimously (7-0).

9. Acceptance of the 83rd Avenue Water Main Project, Starting the 45-Day Lien Filing Period for Project Closeout.

Director Nielsen stated that this project has been completed for a while. It was completed \$20,000 under the contract amount. He commended Reese Construction for working with them on that project.

Motion made by Councilmember Muller, seconded by Councilmember Toyer, to authorize the Mayor to accept the 83rd Avenue Water Main Project, starting the 45-day lien filing period for project closeout. **Motion** passed unanimously (7-0).

10. Consider Interlocal Agreement with Snohomish County for Park Project Funding for the Bay View Trail Phase II Project.

Director Ballew explained that the City had requested funding support from Snohomish County Parks and Recreation for a Neighborhood Improvement Program. As a result, Snohomish County has allocated \$50,000 toward the Bay View Trail. It is a reimbursable program.

Motion made by Councilmember Stevens, seconded by Councilmember Muller, to authorize the Mayor to sign the Interlocal Agreement between Snohomish County and the City of Marysville for Park Project Funding for the Bay View Trail Phase II Project. **Motion** passed unanimously (7-0).

11. Consider Entering into an Agreement with Foster Pepper PLLC as Bond Counsel for the Refunding of the 2005 Water and Sewer Bonds.

Finance Director Langdon explained that the 2005 Revenue Bond has the potential for refinancing to gain some savings. In order to do that the City needs to position itself to be able to go out to market. One of the necessary steps is having the bond counsel prepared, and this is a contract for those services. Hugh D. Spitzer and Lindsay A. Coates from Foster Pepper are the City's bond counsel and are in the audience.

Motion made by Councilmember Wright, seconded by Councilmember Stevens, to authorize the Mayor to enter into an Agreement with Foster Pepper PLLC as Bond Counsel for the Refunding of the 2005 Water and Sewer Bonds. **Motion** passed unanimously (7-0).

12. Consider an **Ordinance** of the City of Marysville, Washington, Relating to the Waterworks Utility of the City; Providing for the Issuance, Sale and Delivery of Not to Exceed \$45,500,000 Aggregate Principal Amount of Water And Sewer Revenue Refunding Bonds for the Purpose of Providing Funds to Pay the Cost of Advance Refunding All or a Portion of the City's Callable Water and Sewer Revenue Bonds, 2005, and the Cost of Issuing Such Bonds; Fixing or Setting Parameters With Respect to Certain Terms and Covenants of the Bonds;

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Providing for and Authorizing the Purchase of Certain Obligations Out of the Proceeds of the Sale of the Bonds and for the Use and Application of the Money Derived from Those Investments; Authorizing the Execution of One or More Agreements with An Escrow Agent or Trustee; Providing for the Call, Payment and Redemption of the Outstanding Bonds to be Refunded; Appointing the City's Designated Representative to Approve the Final Terms of the Sale of the Bonds and to Take Certain Other Actions with Respect to Carrying Out the Refunding and Issuance of the Bonds; and Providing For Other Related Matters.

Finance Director Langdon explained that this would authorize the refunding of the 2005 revenue bonds so that the City can gain some savings (approximately \$1.4 million). This is advance refunding; they are not due for 100% call until April of 2015. Staff wants to be prepared to go out to the market and take advantage of the interest rates that are out there. This sets that in motion.

Councilmember Muller asked if there is an early call feature on Finance Director Langdon explained that the first call is April in 2015, but we have the ability to do an advance call any time prior to that.

Motion made by Councilmember Vaughan, seconded by Councilmember Toyer, to adopt Ordinance No. 2933. **Motion** passed unanimously (7-0).

13. Consider an **Ordinance** of the City of Marysville, Washington, Relating to Contracting Indebtedness; Providing for the Extension and Reissuance of the City's Limited Tax General Obligation Bond Anticipation Note, 2012 (Non-Revolving Line Of Credit) (The "Note"); Providing for the Issuance, Sale and Delivery of One or More Series of Limited Tax General Obligation Bonds in the Aggregate Principal Amount Not to Exceed \$[23,900,000] to Provide Funds Necessary to Pay All or a Portion of The Costs Of (I) Certain Transportation Projects, Including Repayment of the Note and (Ii) the Refunding of All or a Portion of the City's Callable Limited Tax General Obligation Bonds, 2003; Fixing or Setting Parameters with Respect to Certain Terms and Covenants of the Bonds; Providing for and Authorizing the Purchase of Certain Obligations Out of The Proceeds of the Sale of the Bonds and for the Use and Application of the Money Derived from those Investments; Authorizing the Execution of One or More Agreements with a Refunding Escrow Agent or Trustee; Providing for the Call, Payment and Redemption of the Outstanding Bonds to be Refunded; Appointing the City's Designated Representative to Approve the Terms of Extending and Reissuing the Note and the Final Terms of the Sale of the Bonds and to Take Certain Other Actions with Respect to Carrying Out the Refunding and Issuance of the Bonds; and Providing for Other Related Matters.

Finance Director Langdon stated that this is for the General Fund. This would put the permanent funding in place for the General Fund. It would also refinance the 2013 bonds. There is a portion for new money for IJR projects.

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Motion made by Councilmember Muller, seconded by Councilmember Seibert, to adopt Ordinance No. 2934. **Motion** passed unanimously (7-0).

14. Consider an **Ordinance** of the City of Marysville Amending the 2013 Budget and Providing for the Increase of Certain Expenditure Items As Budgeted for in Ordinance No. 2911, Adopting the 2013-2018 Capital Facilities Plan, and Changes in Compensation Levels.

Finance Director Langdon reviewed amendments to the 2013 Budget as described in Council's packet.

Motion made by Councilmember Vaughan, seconded by Councilmember Stevens, to adopt Ordinance No 2935. **Motion** passed unanimously (7-0).

15. Consider a **Resolution** of the City of Marysville Adopting a Policy for the Management of the City's Debt.

Finance Director Langdon stated that this policy puts into writing the guidelines for how the City handles debts. This is necessary to have in place in order to get a good bond rating.

Motion made by Councilmember Stevens, seconded by Councilmember Seibert, to approve Resolution No. 2348. **Motion** passed unanimously (7-0).

16. Consider a **Resolution** of the City of Marysville Establishing a Revenue Shortfall Policy.

Finance Director Langdon stated that this is the second fiscal policy necessary to put in place to prepare the city for a good bond rating.

Motion made by Councilmember Norton, seconded by Councilmember Stevens, to approve Resolution No. 2349. **Motion** passed unanimously (7-0).

19. Consider the Memorandum of Understanding with Catholic Services of Snohomish County, Sponsor of the Retired and Senior Volunteer Program (RSVP).

Commander Lamoureux stated that this is a renewal of the MOU with Catholic Community Services. The senior volunteers in the MVP program through the police department are sponsored through Catholic Community Services. This is a three-year MOU.

Motion made by Councilmember Wright, seconded by Councilmember Norton, to authorize the Mayor to sign the Memorandum of Understanding with Catholic Services of Snohomish County, Sponsor of the Retired and Senior Volunteer Program (RSVP). **Motion** passed unanimously (7-0).

Legal**Mayor's Business**

17. Consider Community Development Block Grant Committee Reappointments.

CAO Hirashima explained that Marysville continues to receive funding, and this year's funding for CDBG is almost 50% more due to demographic changes in the community. This is a very important committee with quite a bit of responsibility in terms of making recommendations to the Council for allocating funds. She noted that there are also additional funds that are being granted to the City for the 2013-14 year, so the committee will need to meet within the next couple months. Mayor Nehring stated that his five appointments are: Peter Condyles, Brooke Hougan, Marvetta Toler, Rob Toyer, and Donna Wright.

Motion made by Councilmember Seibert, seconded by Councilmember Muller, to confirm the Mayor's appointments to the Community and Housing Development Citizen Advisory Committee. **Motion** passed unanimously (7-0).

18. Consider Salary Commission Reappointment: Don Culbertson.

Motion made by Councilmember Wright, seconded by Councilmember Stevens, to confirm the reappointment of Don Culbertson to the Salary Commission. **Motion** passed unanimously (7-0).

Other Mayor's Business:

- Mayor Nehring commented that the Greens Committee for the golf course is doing great work working with staff regarding realistic goals for the golf course. There is a lot of work going on at the golf course to increase revenue and just to maintain it.
- There is a signup sheet for Homegrown if anyone is interested in volunteering.

Staff Business

Jim Ballew:

- July 13 was incredibly busy for the City.
- There has been a dramatic increase in attendance for the concerts and movies this summer. It's nice to have so many people coming out enjoying the free events.
- Scrub-a-Mutt is coming up in August. Touch-a-Truck will be right after that in September.
- Parks staff is busy and making improvements up at the golf course as the Mayor stated.

- Parks submitted a grant to Snohomish County who has issued \$29 million in bonds for Conservation Futures funding. The City applied for Mother Nature's Window access for about \$.5 million.

Chief Smith:

- National Night Out will be happening on August 6. Thanks to Jim Ballew for working with police to put this together.
- Something came out last week on Carroll's Creek regarding a possible abduction. He noted that the police had been investigating it and are following through. They also followed up with a neighborhood meeting to address the residents. They were very happy with the police's presence there.
- Thanks to Sandy Langdon for working with him on SnoPac and budgeting issues.
- He commended the Information Services team in general for their great assistance.
- Thanks to Public Works and Code Enforcement who have been working on a number of high profile issues in conjunction with police.
- He commended Mayor Nehring and CAO Hirashima for their leadership and direction in moving the City forward.
- Thanks to Doug Buell for his hard work.
- Sgt. Shove is working on Tweeting as a quick way to provide the community with information.
- There will be a Public Safety meeting on Wednesday.

Kevin Nielsen:

- Public Works is currently grinding 51st and should be overlaying it tomorrow. They were putting loops in today at Grove and 51st. They are also grinding State Avenue up north, and will be grinding and overlaying from 136th to 152nd
- Public Works will be starting Bay View Trail in August
- He followed up with BNSF regarding fixing their crossing, which they indicated they would do at the end of August.
- The striping around town is complete.
- Utility crews are at Edward Springs putting in ultraviolet lights for disinfection.
- Planning Commission will be taking a field trip to Edward Springs and the Stillaguamish plant.
- Public Works, Police, and IT have been doing evaluations on our EOC's (Emergency Operation Center). They took a look at some of the buildings. Public Works is not seismically retrofitted, so if there is an earthquake, the EOC will be either Fire Department 62 or 66. This will be dependent on where IT can get fiber in a redundant loop. He will let Council know which location when he finds out for sure.
- Thanks to Sandy Langdon for saving us money!
- The rate study will be done in-house, saving the City significant money.

Mayor Nehring asked when the signals at the top of 528 are going active. Director Nielsen explained that it is a Wal-Mart issue, and they are working through their

construction. Director Nielsen thought that Wal-Mart would be training and stocking the first week in August, so the signal would have to be on and active by then with the channelization down and illumination up. CAO Hirashima thought that at least the signal at 87th would be operational in order to stock and train. The 83rd signal might come later. Director Nielsen added that they also have to modify a signal at Highway 9.

Councilmember Seibert asked who is generally responsible for flagging signal changes when a stop sign or signal is added. Director Nielsen explained that the street department puts signage up. Councilmember Seibert asked if DOT does it on Highway 9. Director Nielsen affirmed that it would be DOT, but if a contractor is doing the work, it would be a requirement for them. Councilmember Seibert commented that sometimes in the past, adequate change notice hasn't gone up, and it has created havoc with drivers. Director Nielsen said he thought that they would probably put a reader board up for that project at least a week beforehand. He indicated he would communicate that with Shawn Smith in Community Development.

Doug Buell:

- The Diversity Commission has been working with the Arts Coalition and Marysville Together to put together a first-ever multicultural fair from 10 to 3 on Saturday, September 28. They are currently seeking sponsors and additional vendors.
- The Marysville Street Festival will be held on August 9 and 10. The City will be helping Tulalip Tribes to showcase the Qwuloolt project.
- The Qwuloolt groundbreaking is scheduled for 10 a.m. on Tuesday, August 27.
- He, Mayor Nehring, Councilmember Stevens, Director Ballew, and Cheryl Deckard went through their list of Pride of Marysville Neighborhood Improvement Award Recipients and selected three winners for Best Home, Best Business, and the Mayor's Choice for the Best Downtown Business or Residence. These will be announced in the near future.

Sandy Langdon announced that Marysville received a clean report on its financials. They are waiting for the actual accountability from the auditors to finish up. Council will be invited if there is an exit conference. She wished everyone a happy summer break.

Grant Weed stated the need to hold an Executive Session for 15 minutes to discuss two matters concerning potential litigation with potential action on one of those items.

CAO Hirashima stated that staff is following the I-502 retail regulations that are coming out through the Liquor Control Board. They are starting to see action by cities on I-502 retail establishments. Bellingham, Olympia, and University Place have all passed moratoriums. She distributed a city map showing the different prohibitions that are already in the WAC. Buffer areas on the map are places that would not be allowed to obtain a license for the sale of marijuana. The areas in white on the map would potentially be areas that are not prohibited from obtaining a license at this point. The Liquor Control Board has now finalized the rules and will start taking applications for licenses in September. As a result, staff is looking at this issue and looking at what

other cities are doing as well. Staff is concerned that the City will not have enough time to adequately address this issue.

Grant Weed added that the rules that the Liquor Control Board adopted are complex and detailed, but they do not address all the details cities may want to address at the local level. The timeframe is very compressed for cities around the state. He discussed the application process and the three tiers of licenses.

Councilmember Vaughan spoke in support of a moratorium to allow the City to have more time to study this. Grant Weed stated he would be comfortable with imposing a moratorium to buy the City more time. Councilmember Vaughan asked about using that time to get feedback from the community, especially with regard to the map that was distributed to Council. City Attorney Weed stated that one or more public hearings would be part of whatever process the City chooses.

CAO Hirashima then gave an update on the dangerous building issue on 1st Street. There will be a hearing in early August. That particular residence was deemed unsafe by both the fire marshal and the building inspector.

Call on Councilmembers

Kamille Norton had no comments.

Steve Muller reported that there were 150 cars for Rods on 3rd Street. It was a great turnout and a great day.

Rob Toyer had no comments.

Michael Stevens:

- He enjoyed Shark Tale at the Movies at the Park.
- Homegrown and Homemade festival is great. He encouraged everyone to go and participate.
- The Fire Board had the pleasure of awarding the Phoenix Award to a fire crew that allowed them to meet someone that they were able to resuscitate successfully. There were two individuals who were resuscitated using a new type of advanced CPR that were brought forward to meet the crew.
- He encouraged the police with their tweeting. He said has heard great things about the Snohomish County Sheriff's website.
- He has received some comments about activity south of 116th Street between State and the freeway on some vacant land. It appears that the barricade has been compromised. Director Nielsen said they would check on it.

Donna Wright had no comments.

Jeff Vaughan:

DRAFT

- He was in Boston with his family recently. He enjoyed biking through the City with his family.
- He was on the USS Lionfish with his family.
- A property owner on 1st street told him he has noticed a huge difference. The whole neighborhood has changed. They are very excited and happy.

Council recessed at 8:27 p.m. until 8:30 after which time they reconvened in Executive Session for 15 minutes to discuss two matters concerning potential litigation with potential action on one of those items.

Executive Session

- A. Litigation - two items concerning potential litigation – RCW 42.30.110(1)(i)
- B. Personnel
- C. Real Estate

Motion made by Councilmember Seibert, seconded by Councilmember Muller, to authorize the Mayor to executed the 3rd Amendment to Agreement with Feldman and Lee.

Council reconvened into regular session at 8:50 p.m.

Adjournment

Seeing no further business Mayor Nehring adjourned the meeting at 8:52 p.m.

Approved this _____ day of _____, 2013.

Mayor
Jon Nehring

April O'Brien
Deputy City Clerk

Index #2

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 9, 2013

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 **July 24, 2013** claims in the amount of **\$488,842.92** paid by **Check No.'s 85978 through 86136**.

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-7

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 **\$488,842.92 PAID BY CHECK NO.'S 85978 THROUGH 86136** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

AUDITING OFFICER

DATE

MAYOR

DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **9TH DAY OF SEPTEMBER 2013.**

COUNCIL MEMBER

DATE: 7/24/2013
 TIME: 9:35:46AM

**CITY OF MARYSVILLE
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
85978	ACLARA RF SYSTEMS	50 SINGLE PORT ENCODERS	WATER/SEWER OPERATION	-378.40
	ACLARA RF SYSTEMS		WATER SERVICE INSTALL	4,778.40
85979	ADVANTAGE BUILDING S	EXTRA CLEANING HRS-KBCC	COMMUNITY CENTER	200.00
85980	AFTS	REMITTANCE PROCESSING-JUNE 201	UTILITY BILLING	674.50
	AFTS	WEB PAYMENT SERVICES-JUNE 2013	UTILITY BILLING	902.75
	AFTS	BILL PRINTING SERVICE-JUNE 201	UTILITY BILLING	8,260.99
85981	ALPHA COURIER INC.	COURIER SERVICE	WASTE WATER TREATMENT	74.09
85982	ANGIE MARDESICH / CI	UB 761361580000 6404 73RD AVE	WATER/SEWER OPERATION	10.88
85983	ARAMARK UNIFORM	UNIFORM SERVICE	MAINTENANCE	10.86
	ARAMARK UNIFORM	UNIFORM CLEANING	EQUIPMENT RENTAL	19.98
	ARAMARK UNIFORM		EQUIPMENT RENTAL	19.98
85984	ARMOR HOLDINGS FOREN	FINGERPRINT SUPPLIES & PADS	CRIME PREVENTION	100.40
	ARMOR HOLDINGS FOREN		CRIME PREVENTION	100.45
85985	ASHLEY, THOMAS	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
85986	ASSOC. OF FIELD OFF.	TRAINING-SPARR/VERMEULEN	POLICE TRAINING-FIREARMS	370.00
85987	ATLAS FENCE COMPANY	FENCING	PARK & RECREATION FAC	1,494.34
85988	BANK OF AMERICA	MEAL REIMBURSEMENT	EXECUTIVE ADMIN	33.35
85989	BANK OF AMERICA	SUPPLY REIMB	GENERAL FUND	-4.21
	BANK OF AMERICA		PARK & RECREATION FAC	53.10
85990	BANK OF AMERICA	RED CROSS CARDS, CONFERENCE RE	GENERAL FUND	-14.04
	BANK OF AMERICA		FINANCE-GENL	527.34
	BANK OF AMERICA		EXECUTIVE ADMIN	1,008.00
85991	BANK OF AMERICA	SUPPLY/TRAINING REIMB	POLICE PATROL	280.05
	BANK OF AMERICA		POLICE TRAINING-FIREARMS	2,301.97
85992	BAYLEY, LILY MAY	INTERPRETER SERVICES	COURTS	125.00
85993	BHC CONSULTANTS	BUILDING INSPECTOR SERVICES	COMMUNITY DEVELOPMENT-	4,165.03
85994	BIDDLE, TAWNI & JASO	UB 040664000000 6130 88TH PL N	WATER/SEWER OPERATION	24.29
85995	BLUE MARBLE ENV.	WASTE REDUCTION & RECYCLING OU	RECYCLING OPERATION	2,607.74
85996	BLUMENTHAL UNIFORMS	JACKETS-YOUNG/FARLEY	PRO ACT TEAM	620.52
85997	BOB CROW REALTY	UB 932690000003 1636 7TH ST	WATER/SEWER OPERATION	67.89
85998	BOVEN, BROOKE & RYAN	UB 094602144000 4602 144TH PL	WATER/SEWER OPERATION	19.87
85999	BSN SPORTS, INC	BASKETBALLS FOR 2013 CAMPS	RECREATION SERVICES	222.36
	BSN SPORTS, INC		RECREATION SERVICES	272.26
86000	BUD CLARY CHEVROLET	2013 CHEVROLET CAPRICE - #P146	EQUIPMENT RENTAL	30,308.65
	BUD CLARY CHEVROLET	2013 CHEVROLET CAPRICE - #P147	EQUIPMENT RENTAL	30,308.65
	BUD CLARY CHEVROLET	2013 CHEVROLET CAPRICE - #P148	EQUIPMENT RENTAL	30,308.65
	BUD CLARY CHEVROLET	2013 CHEVROLET CAPRICE - #P149	EQUIPMENT RENTAL	30,308.65
86001	BUILDERS EXCHANGE	PUBLISH PROJECTS ONLINE	GMA - STREET	45.00
	BUILDERS EXCHANGE		WATER CAPITAL PROJECTS	94.10
86002	CAPTAIN DIZZYS EXXON	CAR WASHES	PARK & RECREATION FAC	4.50
	CAPTAIN DIZZYS EXXON		CRIME PREVENTION	4.50
	CAPTAIN DIZZYS EXXON		ANIMAL CONTROL	4.50
	CAPTAIN DIZZYS EXXON		GENERAL FUND	9.00
	CAPTAIN DIZZYS EXXON		POLICE PATROL	126.00
86003	CARRS ACE	HIGH TECH SEALANT, PIPE THREAD	WASTE WATER TREATMENT	16.79
86004	CHAMPION BOLT	NUTS, WASHERS, CLIPS	MAINTENANCE	73.83
86005	CONCUT, INC	PRO ASPHALT BLADE	ROADWAY MAINTENANCE	430.15
86006	CONSOLIDATED ELECTRI	LAMPS, NUT DRIVERS, ETC.	PUBLIC SAFETY BLDG.	13.02
	CONSOLIDATED ELECTRI		FACILITY MAINTENANCE	24.40
	CONSOLIDATED ELECTRI		MAINT OF GENL PLANT	46.03
	CONSOLIDATED ELECTRI		PUBLIC SAFETY BLDG.	185.75
86007	COOP SUPPLY	LIGHT BULBS	PARK & RECREATION FAC	14.64
	COOP SUPPLY	BRUSH, HANDLE	WATER RESERVOIRS	16.28
	COOP SUPPLY	SPRAYER NOZZLE	PARK & RECREATION FAC	83.01
	COOP SUPPLY	HALO BULBS	WATER SUPPLY MAINS	152.03
	COOP SUPPLY	15 GALLON SPOT SPRAYER	TRAFFIC CONTROL DEVICES	616.72
36008	CORAL SALES COMPANY	GALVANIZED BEAMS,POST,BLOCKS,	DETENTION & CORRECTION	2,144.46
36009	CORRECTIONS, DEPT OF	INMATE MEALS	POLICE PATROL	56.33
36010	COSTLESS SENIOR SRVC	INMATE MEDICAL SERVICES	ENGR-GENL	82.37
36011	COWLING, JOHN	MILEAGE REIMBURSEMENT	COMMUNITY DEVELOPMENT-	365.00
36012	CREIGHTON ENGINEERIN	FIRE PROTECTION ENGINEERING SE	POLICE TRAINING-FIREARMS	200.00
36013	CRIMINAL JUSTICE	TRAINING-BARTL/PAXTON		

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
86014	CRYSTAL SPRINGS	WATER DELIVERED & HOT/COLD COO	WASTE WATER TREATMENT	41.18
86015	DAILY JOURNAL OF COM	LEGAL ADVERTISEMENT	WATER CAPITAL PROJECTS	349.60
86016	DATA QUEST	PRE-EMPLOYMENT SCREENING	POLICE ADMINISTRATION	16.00
86017	DATEC, INC	SECTOR PAPER	POLICE PATROL	515.86
86018	DIAMOND B CONSTRUCT	REPAIR HEATING ELEMENT-KBCC	COMMUNITY CENTER	247.07
	DIAMOND B CONSTRUCT	SERVICE A/C - FINANCE	ADMIN FACILITIES	543.54
86019	DONALDSON, BRENDA	SUPPLY REIMBURSEMENT	WATER/SEWER OPERATION	-76.24
	DONALDSON, BRENDA		UTIL ADMIN	962.74
86020	DUBYNE, KELLY R.	INSTRUCTOR SERVICES	RECREATION SERVICES	26.40
	DUBYNE, KELLY R.		RECREATION SERVICES	455.00
86021	DUNLAP INDUSTRIAL	4 LIFE PRESERVER FLOAT VESTS-W	WASTE WATER TREATMENT	406.01
86022	E&E LUMBER	PAINT TRAY	PARK & RECREATION FAC	4.24
	E&E LUMBER	GLOVES	PARK & RECREATION FAC	5.31
	E&E LUMBER	GLASS CLEANER	PARK & RECREATION FAC	10.62
	E&E LUMBER	CHAIN	PARK & RECREATION FAC	13.34
	E&E LUMBER	PAINT SUPPLIES	PARK & RECREATION FAC	13.81
	E&E LUMBER	SPRAY BOTTLE, LYSOL SPRAY	PARK & RECREATION FAC	18.05
	E&E LUMBER	REBAR	PARK & RECREATION FAC	24.89
	E&E LUMBER	STAKES	PARK & RECREATION FAC	37.20
	E&E LUMBER	FILTERS, BAGS, ETC.	TRAFFIC CONTROL DEVICES	56.35
	E&E LUMBER	HALOGEN BULB	PARK & RECREATION FAC	81.38
	E&E LUMBER	PAINT	PARK & RECREATION FAC	106.40
	E&E LUMBER	EPOXY, BIT, LUMBER	PARK & RECREATION FAC	107.89
86023	ECOLOGY, DEPT. OF	RENEWAL FEES FOR LAB ACCREDITA	UTIL ADMIN	600.00
	ECOLOGY, DEPT. OF	WASTEWATER PERMIT FEES	UTIL ADMIN	18,607.32
86024	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	20.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	180.00
86025	EMERALD HILLS	COFFEE, CREAMER, FILTERS-KBCC	BAXTER CENTER APPRE	136.39
86026	EVERETT HERALD	POSITION POSTINGS	COMMUNITY DEVELOPMENT-	174.20
	EVERETT HERALD		EXECUTIVE ADMIN	199.00
86027	EVERETT HERALD	12 MONTH SUBSCRIPTION RENEWAL	UTIL ADMIN	186.00
86028	EVERETT HYDRAULICS	WELD CRACK ON HYDRAULIC TANK-F	EQUIPMENT RENTAL	278.46
86029	EVERETT STAMP WORKS	SUPPLIES, STAMP	POLICE PATROL	35.30
86030	EVERETT STEEL CO	ALUMINUM PLATES	MAINT OF GENL PLANT	112.08
86031	EVERGREEN RURAL WATE	CONFERENCE REGISTRATION-LATIME	UTIL ADMIN	195.00
86032	FLINT TRADING INC	STROUGHT THERMO ARROWS	PARK & RECREATION FAC	902.62
86033	FOREMOST PROMOTIONS	NNO SUPPLIES	GENERAL FUND	-21.78
	FOREMOST PROMOTIONS		CRIME PREVENTION	274.98
86034	GENE'S PLUMBING	SERVICE CALL-PSB	PUBLIC SAFETY BLDG.	135.75
86035	GENERAL CHEMICAL	4400 GAL ALUMINUM SULFATE	WASTE WATER TREATMENT	4,320.85
86036	GENUINE AUTO GLASS	SERVICE CALL	EQUIPMENT RENTAL	200.91
86037	GRAINGER	STUD FINDER	FACILITY MAINTENANCE	52.18
86038	GRANITE CONST	24.22 TONS ASPHALT MOD B	WATER MAINS INSTALL	1,507.55
	GRANITE CONST	32.78 TONS ASHPALT MOD B	GMA-PARKS	2,040.36
	GRANITE CONST	34.51 TONS ASPHALT MOD B	GMA-PARKS	2,148.04
	GRANITE CONST	37.20 TONS ASPHALT MOD B	STORM DRAINAGE	2,315.47
	GRANITE CONST	61.46 TONS ASPHALT MOD B	SIDEWALKS CONSTRUCTION	3,825.50
36039	GREENHAUS PORTABLE	PORTABLE RESTROOMS	PARK & RECREATION FAC	305.50
	GREENHAUS PORTABLE		RECREATION SERVICES	535.50
36040	GREENSHIELDS	DISCHARGE HOSE-J024	EQUIPMENT RENTAL	99.66
36041	GROUP HEALTH	DOT PHYSICALS	EQUIPMENT RENTAL	75.00
	GROUP HEALTH		UTIL ADMIN	150.00
	GROUP HEALTH		SOLID WASTE OPERATIONS	225.00
	GROUP HEALTH		GENERAL SERVICES - OVERH	225.00
	GROUP HEALTH		PARK & RECREATION FAC	225.00
	GROUP HEALTH	HEP B SHOTS, HEARING TESTS	EXECUTIVE ADMIN	1,132.00
36042	HASLER, INC	POSTAGE	MUNICIPAL COURTS	2,000.00

DATE: 7/24/2013
TIME: 9:36:46AM

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86043	HD FOWLER COMPANY	CREDIT - RETURNED ITEMS	WATER FILTRATION PLANT	-1,190.39
	HD FOWLER COMPANY	CREDIT	SEWER MAIN COLLECTION	-138.81
	HD FOWLER COMPANY	CREDIT - RETURNED ITEMS	WATER FILTRATION PLANT	-10.25
	HD FOWLER COMPANY	IRRIGATION PARTS	PARK & RECREATION FAC	8.83
	HD FOWLER COMPANY	GASKET	WATER FILTRATION PLANT	15.68
	HD FOWLER COMPANY	BRASS COUPLINGS	WATER/SEWER OPERATION	44.07
	HD FOWLER COMPANY	BLUE MARKING PAINT	ER&R	204.34
	HD FOWLER COMPANY	BRASS FITTINGS, PLASTIC CAPS	WATER/SEWER OPERATION	249.61
	HD FOWLER COMPANY	PJ ADAPTERS GALVANIZED	WATER/SEWER OPERATION	264.78
	HD FOWLER COMPANY	MISC PARTS-SPRAY PARK	GMA-PARKS	1,081.89
86044	HD SUPPLY WATERWORKS	COUPLINGS	WATER/SEWER OPERATION	85.20
	HD SUPPLY WATERWORKS	1 1/2" BIT	WATER SERVICE INSTALL	259.65
86045	HERTZ EQUIPMENT RENT	MESSAGE BOARD	TRAFFIC CONTROL DEVICES	373.58
86046	HOLLEMAN, WENDY	UB 890430000000 5322 79TH PL N	WATER/SEWER OPERATION	5.85
86047	HUMAN SERVICES	LIQUOR BOARD PROFITS-2ND QTR 2	NON-DEPARTMENTAL	2,757.32
86048	IMPACT PROPERTY MANA	UB 961340000001 1051 ALDER AVE	WATER/SEWER OPERATION	74.47
86049	INT'L CODE COUNCIL	MEMBERSHIP DUES-DORCAS	COMMUNITY DEVELOPMENT-	15.00
86050	INTERSTATE AUTO PART	CREDIT - RETURNED ITEMS	ER&R	-191.09
	INTERSTATE AUTO PART		ER&R	-84.60
	INTERSTATE AUTO PART	HEAD LAMPS	ER&R	129.80
	INTERSTATE AUTO PART	STROBE LIGHTS	ER&R	179.95
	INTERSTATE AUTO PART		ER&R	191.09
86051	KEN'S PROFESSIONAL	CLEAN WINDOWS-GOLF/RESTAURANT	FACILITY REPLACEMENT	280.00
86052	KENWORTH NORTHWEST	REPLACE BOTH REAR SPRING PACKS	EQUIPMENT RENTAL	4,558.25
86053	LAKE STEVEN, CITY	PROFESSIONAL SERVICES-HWY 9	NON-DEPARTMENTAL	375.00
86054	LAKEWOOD SCHOOL DIST	FACILITY USAGE FEES	RECREATION SERVICES	1,463.00
	LAKEWOOD SCHOOL DIST		RECREATION SERVICES	2,926.00
86055	LANGUAGE EXCHANGE	INTERPRETER SERVICES	COURTS	338.00
86056	LASTING IMPRESSIONS	PRINTED SHIRTS FOR BASKETBALL	RECREATION SERVICES	309.89
	LASTING IMPRESSIONS	PRINTED SHIRTS FOR TRACK CAMP	RECREATION SERVICES	391.86
86057	LAW, LYMAN, DANIEL, KAM	LEGAL SERVICES	NON-DEPARTMENTAL	1,867.75
	LAW, LYMAN, DANIEL, KAM		WASTE WATER TREATMENT	5,603.25
86058	LIND, MATT	UB 031511100000 8710 68TH AVE	WATER/SEWER OPERATION	7.34
86059	LOWES HIW INC	BRUSHES & HANDLES	WATER RESERVOIRS	64.92
	LOWES HIW INC	PLYWOOD	WATER DIST MAINS	185.49
	LOWES HIW INC	HEAVY DUTY SCAFFOLDING	PUMPING PLANT	225.94
	LOWES HIW INC	AIR CONDITIONER	MAINT OF GENL PLANT	411.65
86060	MARYSVILLE PAINT	PAINTING SUPPLIES-RESTAURANT	GENERAL FUND	-2.31
	MARYSVILLE PAINT		FACILITY REPLACEMENT	148.00
86061	MARYSVILLE PRINTING	ENVELOPES-KBCC	COMMUNITY CENTER	55.91
	MARYSVILLE PRINTING	BUSINESS CARDS, CASE JACKETS	POLICE INVESTIGATION	85.43
	MARYSVILLE PRINTING		POLICE PATROL	540.00
86062	MARYSVILLE SCHOOL	FACILITY USAGE FEES	RECREATION SERVICES	45.00
86063	MARYSVILLE, CITY OF	WTR/SWR-6802 84TH ST NE	PRO-SHOP	183.87
86064	MICROFLEX INC	TAX AUDIT PROGRAM-JUNE 2013	FINANCE-GENL	157.53
86065	MILLER, WESLEY & CEL	UB 570703854001 17715 SPRING L	WATER/SEWER OPERATION	26.78
86066	MORENO, ARNOLD	INSTRUCTOR SERVICES	RECREATION SERVICES	88.20
	MORENO, ARNOLD		RECREATION SERVICES	88.20
	MORENO, ARNOLD		RECREATION SERVICES	269.50
	MORENO, ARNOLD		RECREATION SERVICES	291.20
	MORENO, ARNOLD		RECREATION SERVICES	420.00
36067	MORGAN SOUND	ELECTRONIC MIXER REPAIR	COURT FACILITIES	175.20
36068	NATIONAL BARRICADE	ARROW #139 TRAILER RENTAL	ROADWAY MAINTENANCE	119.46
	NATIONAL BARRICADE	DIRECTIONAL TRAILER	TRAFFIC CONTROL DEVICES	190.05
	NATIONAL BARRICADE	TRAILER INFORMATION BOARD	SIDEWALKS CONSTRUCTION	1,417.23
	NATIONAL BARRICADE		SIDEWALKS CONSTRUCTION	1,417.23
36069	NORTH COAST ELECTRIC	SPOOL 1000' TSP WIRE	WATER CAPITAL PROJECTS	615.93
36070	NORTH COUNTY OUTLOOK	AD FOR KBCC	COMMUNITY CENTER	50.00
	NORTH COUNTY OUTLOOK		COMMUNITY CENTER	50.00
	NORTH COUNTY OUTLOOK		COMMUNITY CENTER	100.00
36071	NPELRA	CERTIFICATION PROGRAM	PERSONNEL ADMINISTRATIO	279.00

DATE: 7/24/2013
TIME: 9:36:46AM

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86071	NPELRA	CERTIFICATION PROGRAM	PERSONNEL ADMINISTRATIO	279.00
86072	OFFICE DEPOT	OFFICE SUPPLIES	ENGR-GENL	28.39
	OFFICE DEPOT		UTIL ADMIN	28.39
	OFFICE DEPOT		TRANSPORTATION MANAGEM	36.15
	OFFICE DEPOT		ENGR-GENL	55.04
	OFFICE DEPOT		ENGR-GENL	59.20
	OFFICE DEPOT		UTIL ADMIN	59.20
	OFFICE DEPOT	SUPPLIES	POLICE INVESTIGATION	91.39
	OFFICE DEPOT	OFFICE SUPPLIES	UTIL ADMIN	131.76
	OFFICE DEPOT	SUPPLIES	POLICE PATROL	175.46
	OFFICE DEPOT	TONER CARTRIDGES	UTILITY BILLING	680.58
86073	OKANOGAN COUNTY JAIL	INMATE HOUSING-JUNE 2013	DETENTION & CORRECTION	5,841.16
86074	OLASON, MONICA	INSTRUCTOR SERVICES	RECREATION SERVICES	126.00
	OLASON, MONICA		RECREATION SERVICES	210.00
86075	OPERATION STOP	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
86076	OPTICS PLANET INC.	REPLACE WEAPON LIGHT	GENERAL FUND	-10.67
	OPTICS PLANET INC.		POLICE PATROL	134.67
86077	P.R. SYSTEMS, INC.	GRINDING-51ST AVE- 80TH TO GRO	ROADWAY MAINTENANCE	11,240.10
86078	PACIFIC PLUMBING	FLUSH DIAPHRAMS	PUBLIC SAFETY BLDG.	101.60
86079	PACIFIC POWER PROD.	STUD	PARK & RECREATION FAC	7.29
	PACIFIC POWER PROD.	BELTS	MAINTENANCE	46.10
	PACIFIC POWER PROD.	22" BLADE	PARK & RECREATION FAC	60.48
	PACIFIC POWER PROD.	JOINTS, SWITCH	PARK & RECREATION FAC	91.91
	PACIFIC POWER PROD.	72" BLADE	PARK & RECREATION FAC	198.95
86080	PARTS STORE, THE	VEHICLE SPEED SENSOR	EQUIPMENT RENTAL	38.00
	PARTS STORE, THE	FILTERS	ER&R	111.20
86081	PHELPS, DEBRA	JURY DUTY	COURTS	18.31
86082	PSSP - PUGET SOUND	SECURITY SERVICES-JULY 2013	PROBATION	753.38
	PSSP - PUGET SOUND		MUNICIPAL COURTS	2,260.12
86083	PUD	ACCT #2024-6102-6	MAINT OF GENL PLANT	33.14
	PUD	ACCT #2009-7395-6	SEWER LIFT STATION	41.88
	PUD	ACCT #2011-4215-5	TRANSPORTATION MANAGEM	63.87
	PUD	ACCT #2004-4880-1	TRANSPORTATION MANAGEM	71.57
	PUD	ACCT #2021-7595-6	TRAFFIC CONTROL DEVICES	83.46
	PUD	ACCT #2004-9950-7	PARK & RECREATION FAC	85.02
	PUD	ACCT #2004-9984-6	PARK & RECREATION FAC	85.02
	PUD	ACCT #2031-9973-2	TRANSPORTATION MANAGEM	100.32
	PUD	ACCT #2016-2888-0	WASTE WATER TREATMENT	132.13
	PUD	ACCT #2048-2122-7	TRAFFIC CONTROL DEVICES	205.37
	PUD	ACCT #2016-7563-4	WASTE WATER TREATMENT	648.33
	PUD	ACCT #2021-7733-3	MAINT OF GENL PLANT	1,319.28
	PUD	ACCT #2015-8728-4	WASTE WATER TREATMENT	1,486.23
	PUD	ACCT #2016-3968-9	MAINT OF GENL PLANT	2,004.85
86084	RAINIER ENVIRONMENT	BIOASSAY TESTING-JUNE 2013	WASTE WATER TREATMENT	600.00
86085	RAYMOND, GARY	REFUND CLASS FEES	PARKS-RECREATION	89.00
86086	REDDEN MARINE SUPPLY	PARTS	EQUIPMENT RENTAL	199.23
86087	RICKER, KIM	GIFT CARDS FOR WELLNESS PROGRA	PERSONNEL ADMINISTRATIO	75.00
86088	ROBINSON, MIKE	WATER AND GATORADE	PARK & RECREATION FAC	70.35
86089	ROY ROBINSON	FUEL FILTER	EQUIPMENT RENTAL	24.74
86090	RUSDEN, JOHN	PROTEM SERVICES	MUNICIPAL COURTS	185.00
	RUSDEN, JOHN		MUNICIPAL COURTS	1,850.00
86091	SHELBY, DARYL	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
86092	SHERMAN, H H^	UB 880580000000 7326 53RD AVE	WATER/SEWER OPERATION	130.94
86093	SMOOTS DEVELOPMENT I	UB 874707751000 4707 75TH PL N	WATER/SEWER OPERATION	146.36
86094	SNAP-ON INCORPORATED	36" BOLT CUTTERS	SOLID WASTE OPERATIONS	120.62
86095	SNO CO ECON DEV COUN	EASC EVENT	CITY COUNCIL	25.00
86096	SNO CO PUBLIC WORKS	MARYSVILLE AID AGREEMENT	TRAFFIC CONTROL DEVICES	5,035.82
	SNO CO PUBLIC WORKS	SOLID WASTE CHARGES	SOLID WASTE OPERATIONS	119,619.00
86097	SNO CO TREASURER	EXTRADITION COSTS-WEBB	DETENTION & CORRECTION	1,296.02
86098	SNO CO TREASURER	INMATE HOUSING-JUNE 2013	DETENTION & CORRECTION	31,075.82
86099	SOLID WASTE SYSTEMS	BODY SERVICE HOIST SOLENOID	EQUIPMENT RENTAL	182.97

DATE: 7/24/2013
 TIME: 9:36:46AM

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 7/18/2013 TO 7/24/2013**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
86100	SOUND POWER	14" CUT OFF SAW RENTAL	PARK & RECREATION FAC	90.14
	SOUND POWER	SCISSOR LIFT RENTAL	PARK & RECREATION FAC	331.23
86101	SOUND PUBLISHING	LEGAL ADS	COMMUNITY DEVELOPMENT-	250.14
86102	SOUND PUBLISHING	LEGAL ADVERTISEMENT	WATER CAPITAL PROJECTS	167.02
	SOUND PUBLISHING		GMA - STREET	260.69
86103	SOUND TRACTOR	KUBOTA BLADES/BLADE KITS	ER&R	615.92
86104	STATE AUDITORS OFFIC	AUDIT PERIOD 12-12	UTIL ADMIN	10,234.25
	STATE AUDITORS OFFIC		NON-DEPARTMENTAL	10,234.26
86105	STATE PATROL	FINGERPRINT ID SERVICES	COMMUNITY DEVELOPMENT-	52.00
	STATE PATROL		GENERAL FUND	363.00
86106	STEFFENS, SKIP & ANN	UB 847822000000 7822 86TH DR N	WATER/SEWER OPERATION	61.12
86107	STRATEGIES 360	PROFESSIONAL SERVICES	WASTE WATER TREATMENT	1,932.23
	STRATEGIES 360		GENERAL SERVICES - MAINTI	2,307.23
	STRATEGIES 360		UTIL ADMIN	3,432.23
86108	SUMMIT LAW GROUP, LL		PERSONNEL ADMINISTRATIO	728.00
	SUMMIT LAW GROUP, LL		PERSONNEL ADMINISTRATIO	3,198.00
86109	SUNNYSIDE NURSERY	HANGING BASKETS	PARK & RECREATION FAC	646.17
86110	SWANK MOTION PICTURE	MOVIE IN THE PARK	COMMUNITY EVENTS	321.47
86111	SWICK-LAFAVE, JULIE	JAIL LAUNDRY SUPPLIES	DETENTION & CORRECTION	54.01
86112	TACOMA SCREW PRODUCT	MISC. CABLE TIES & HEAT SHRINK	EQUIPMENT RENTAL	27.08
86113	TAIT, BRIDGET	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
86114	TAYLOR'S SNO TREE	TREE REMOVAL SERVICE	PARK & RECREATION FAC	3,692.40
86115	TORO NSN	TORO NSN PLAN-AUG 2013	MAINTENANCE	134.00
	TORO NSN	TORO NSN PLAN-JULY 2013	MAINTENANCE	134.00
86116	TRAFFIC SAFETY SUPPL	CREDIT	TRANSPORTATION MANAGEM	-201.54
	TRAFFIC SAFETY SUPPL	SIGN POSTS & ANCHORS	TRANSPORTATION MANAGEM	2,218.78
86117	TULALIP CHAMBER	BUSINESS BEFORE HOURS	EXECUTIVE ADMIN	23.00
	TULALIP CHAMBER		CITY COUNCIL	46.00
86118	UNITED PARCEL SERVIC	SHIPPING	POLICE PATROL	28.74
86119	UNITED RENTALS	TEMP. SENSOR SWITCH	EQUIPMENT RENTAL	150.72
86120	USA BLUEBOOK	INJECTION QUILL	PUMPING PLANT	211.23
86121	USSSA WASHINGTON STA	USSSA TEAM REGISTRATION FEES	RECREATION SERVICES	350.00
86122	VERIZON/FRONTIER	ACCT #36065150331108105	EXECUTIVE ADMIN	23.23
	VERIZON/FRONTIER	ACCT #36065894930725005	POLICE INVESTIGATION	53.99
	VERIZON/FRONTIER		RECREATION SERVICES	88.11
	VERIZON/FRONTIER	ACCT #36065891800622955	LIBRARY-GENL	108.28
86123	WALDER, JON	UB 261190300000 11903 57TH AVE	WATER/SEWER OPERATION	8.35
86124	WARD, JENNIFER	INSTRUCTOR SERVICES	COMMUNITY CENTER	84.00
86125	WASTE MANAGEMENT	CLEAN SWEEP CHARGES	PROTECTIVE INSPECTIONS	275.10
	WASTE MANAGEMENT		PROTECTIVE INSPECTIONS	304.50
	WASTE MANAGEMENT		PROTECTIVE INSPECTIONS	438.90
	WASTE MANAGEMENT	RECYCLE PILOT	RECYCLING OPERATION	1,201.79
	WASTE MANAGEMENT	CLEAN SWEEP CHARGES	PROTECTIVE INSPECTIONS	2,028.60
86126	WATERS, FRED	UB 460080000000 5232 142ND PL	WATER/SEWER OPERATION	84.16
86127	WEED GRAAFSTRA	LEGAL SERVICES-156TH ST OVERPA	ROADS/STREETS CONSTRUC	6,300.00
86128	WELCH, BRANDON	RETURN OF SEIZED PROPERTY	DRUG SEIZURE	390.00
86129	WEST PAYMENT CENTER	INVESTIGATIVE TOOL	POLICE INVESTIGATION	194.99
	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	LEGAL - PROSECUTION	644.00
86130	WESTERN EQUIPMENT	HOSES	MAINTENANCE	169.24
86131	WESTERN PETERBILT	LOW AIR PRESSURE SWITCH	EQUIPMENT RENTAL	17.28
	WESTERN PETERBILT	REPAIR SERVICES	EQUIPMENT RENTAL	2,869.11
36132	WHITE, JULIE & JOSEP	UB 983111740000 3111 74TH DR N	WATER/SEWER OPERATION	21.50
36133	WISEMAN, JANETTE	INSTRUCTOR SERVICES	RECREATION SERVICES	113.40
	WISEMAN, JANETTE		RECREATION SERVICES	130.20
36134	WOODBURY, SARAH	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
36135	WRECKING BALL DEMO	PAY ESTIMATE #1	ROADS/STREETS CONSTRUC	8,177.53
36136	WRIGHT, DONNA	REIMBURSE MILEAGE	CITY COUNCIL	39.69

DATE: 7/24/2013
TIME: 9:36:46AM

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 7/18/2013 TO 7/24/2013

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
			WARRANT TOTAL:	<u><u>488,842.92</u></u>

REASON FOR VOIDS:

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

Index #3

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 9, 2013

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 **July 31, 2013** claims in the amount of **\$179,646.00** paid by **Check No.'s 86137 through 86259 with check NO. 86020 voided.**

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-7

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 **\$179,646.00 PAID BY CHECK NO.'S 86137 THROUGH 86259 WITH CHECK NO. 86020 VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

AUDITING OFFICER

DATE

MAYOR

DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **9TH DAY OF SEPTEMBER 2013.**

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 7/25/2013 TO 7/31/2013

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
86137	ACLARA RF SYSTEMS	STAR SOFTWARE MAINT & MONITORI	METER READING	9,904.32
86138	ALBERTSONS	INMATE SUPPLIES	DETENTION & CORRECTION	242.25
86139	ALBERTSONS	SUPPLIES FOR PARK PROGRAMS	RECREATION SERVICES	3.52
	ALBERTSONS		BAXTER CENTER APPRE	16.78
	ALBERTSONS		PARK & RECREATION FAC	25.79
	ALBERTSONS		RECREATION SERVICES	45.61
	ALBERTSONS		PARK & RECREATION FAC	79.84
	ALBERTSONS		RECREATION SERVICES	152.77
86140	AMERICAN SOCCER COMP	GALAXY SOCCER BALL SIZE 3	GENERAL FUND	-19.42
	AMERICAN SOCCER COMP		RECREATION SERVICES	245.19
86141	AMERICAN WATER WORKS	REGISTRATION - LATIMER	UTIL ADMIN	65.00
86142	APGAR, KEVIN	UB 842000019000 6801 77TH AVE	WATER/SEWER OPERATION	28.72
86143	ARAMARK UNIFORM	WEEKLY UNIFORM SERVICE	MAINTENANCE	10.91
86144	AUST, REBECCA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
86145	AUTO ADDITIONS, INC.	(6) EDGE LITEBAR LENSE KIT	ER&R	-92.88
	AUTO ADDITIONS, INC.		EQUIPMENT RENTAL	195.48
	AUTO ADDITIONS, INC.		EQUIPMENT RENTAL	195.48
	AUTO ADDITIONS, INC.		EQUIPMENT RENTAL	195.48
	AUTO ADDITIONS, INC.		EQUIPMENT RENTAL	195.48
	AUTO ADDITIONS, INC.		EQUIPMENT RENTAL	195.48
86146	BARRERA, MAGDALENA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
86147	BICKFORD FORD	SHAFT & BEARING ASSEMBLY	EQUIPMENT RENTAL	292.74
86148	BLUMENTHAL UNIFORMS	UNIFORMS, ELTON	POLICE INVESTIGATION	96.00
	BLUMENTHAL UNIFORMS	UNIFORMS, GUERTIN	POLICE PATROL	111.32
86149	BRADY, CONARD	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
86150	BREWER, MARTY	USED GOLF BALLS	GOLF COURSE	150.00
86151	BRINKS INC	ARMORED CAR SERVICE	COMMUNITY DEVELOPMENT-	105.66
	BRINKS INC		UTIL ADMIN	105.66
	BRINKS INC		GOLF ADMINISTRATION	182.31
	BRINKS INC		UTILITY BILLING	185.72
	BRINKS INC		POLICE ADMINISTRATION	345.83
	BRINKS INC		MUNICIPAL COURTS	345.83
86152	BRUNKEN, DEBRA	REFUND CLASS FEES	PARKS-RECREATION	49.00
86153	CALLAHAN, KALEB	MEAL REIMBURSEMENT PER CONTRAC	ROADWAY MAINTENANCE	14.00
86154	CANAM FABRICATIONS	REPAIR TRUCK DOOR-#J024	EQUIPMENT RENTAL	599.47
86155	CARRS ACE	ARMORALL WIPES & SPRAY	STORM DRAINAGE	14.65
	CARRS ACE	INSECT REPELLANT & SPRAYER	ER&R	60.47
86156	CASCADE NATURAL GAS	NATURAL GAS CHARGES	WATER FILTRATION PLANT	368.46
86157	CEMEX	WADOT B 3.03 TONS	SIDEWALKS MAINTENANCE	208.45
	CEMEX	CLASS B MOD ASPHALT 5 TONS	ROADWAY MAINTENANCE	343.98
	CEMEX	WADOT CLASS B 10.2 TONS	ROADWAY MAINTENANCE	689.34
86158	CHILD ADVOCACY CTR	CHILD ADVOCATE	POLICE INVESTIGATION	125.00
86159	COMCAST	MONTHLY BROADBAND CHARGES	COMPUTER SERVICES	217.50
86160	COMMERCIAL FIRE	SERVICE & RECHARGE FIRE EXTING	ER&R	103.14
86161	CONCRETE NOR'WEST	MATERIAL FOR PARKS PROJECT	PARK & RECREATION FAC	427.49
86162	CONSOLIDATED SUPPLY	INSIDE COVER	PUBLIC SAFETY BLDG.	8.22
	CONSOLIDATED SUPPLY	HERSEY METER REGISTERS FOR 2"	WATER CROSS CNTL	275.62
86163	COOP SUPPLY	RODENT BAIT - LIBRARY	LIBRARY-GENL	23.87
	COOP SUPPLY	TOP RAIL SWEDGED	PARK & RECREATION FAC	76.00
86164	CRAFT MART	TABLE COVERS	RECREATION SERVICES	61.87
	CRAFT MART		RECREATION SERVICES	61.87
86165	DIAMOND B CONSTRUCT	SERVICE CALL - LIBRARY	LIBRARY-GENL	383.21
	DIAMOND B CONSTRUCT	SERVICE CALL - PSB	PUBLIC SAFETY BLDG.	518.84
	DIAMOND B CONSTRUCT	SERVICE CALL-PSB	PUBLIC SAFETY BLDG.	564.07
86166	DOMESTIC VIOLENCE	LEGAL ADVOCATE SERVICES APR-JU	DOMESTIC VIOLENCE	5,174.10
86167	DOORMAN COMMERCIAL	SERVICE CALL - PSB	PUBLIC SAFETY BLDG.	257.38
86168	DUBYN, KELLY R.	INSTRUCTOR SERVICES	RECREATION SERVICES	26.40
86169	DUNLAP INDUSTRIAL	RUBBER BOOTS - GESSNER, KRISTA	UTIL ADMIN	54.55
	DUNLAP INDUSTRIAL	BATTERIES - SIGN SHOP	TRANSPORTATION MANAGER	119.03
	DUNLAP INDUSTRIAL	HOOK ASSEMBLY	STORM DRAINAGE	132.53

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 7/25/2013 TO 7/31/2013

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
86191	K-MART	SUMMER DAY CAMP SUPPLIES	RECREATION SERVICES	148.77
86192	KELLER SUPPLY COMPAN	PARTS FOR WASHRACK	MAINT OF GENL PLANT	24.56
	KELLER SUPPLY COMPAN	DRAIN OPENER & REPAIR KIT	PUBLIC SAFETY BLDG.	48.21
86193	LASTING IMPRESSIONS	CAPS W/LOGO	ER&R	219.33
86194	LES SCHWAB TIRE CTR	DRIVE AXLE TIRES & TUBES-#540	EQUIPMENT RENTAL	753.34
86195	LICENSING, DEPT OF	COOK, LOREN (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	DUNLAP, JOHN (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	HART, DAVID (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MAAS, DEAN (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MARTINEZ, PAUL (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	SCHRADER, KEITH (ORIGINAL)	GENERAL FUND	18.00
86196	LINKS TURF SUPPLY	PAINT, TRIMMER HEAD, GLOVES	MAINTENANCE	148.78
86197	MARYSVILLE PRINTING	ANIMAL LICENSING FORMS	COMMUNITY DEVELOPMENT-	91.31
	MARYSVILLE PRINTING	NCO FORMS	MUNICIPAL COURTS	488.70
86198	MARYSVILLE SCHOOL	FACILITY RENTAL	ENGR-GENL	101.00
86199	MASTEN, DANIELE	RENTAL REFUND DEPOSIT	GENERAL FUND	100.00
86200	MCLOUGHLIN & EARDLEY	LIGHTBARS	ER&R	-60.02
	MCLOUGHLIN & EARDLEY		ER&R	-32.51
	MCLOUGHLIN & EARDLEY		ER&R	410.49
	MCLOUGHLIN & EARDLEY		ER&R	758.00
86201	MERRICK, BRYANT & HI	UB 761808400000 6823 69TH PL N	WATER/SEWER OPERATION	188.79
86202	NATIONAL BARRICADE	SIGNS	SIDEWALKS CONSTRUCTION	267.15
	NATIONAL BARRICADE		TRANSPORTATION MANAGEM	363.59
	NATIONAL BARRICADE	BARRICADES	TRAFFIC CONTROL DEVICES	456.12
	NATIONAL BARRICADE	SIGNS	TRANSPORTATION MANAGEM	962.20
	NATIONAL BARRICADE		TRANSPORTATION MANAGEM	1,766.39
86203	NELSON PETROLEUM	OIL	ER&R	2,614.22
86204	NIKE USA INC	GOLF BAGS (5)	GOLF COURSE	455.00
	NIKE USA INC	GOLF SHOES (13)	GOLF COURSE	903.46
86205	OATES, DEREK	TRAVEL REIMBURSEMENT-FIREARMS	POLICE TRAINING-FIREARMS	280.16
86206	OFFICE DEPOT	OFFICE SUPPLIES	OFFICE OPERATIONS	9.77
	OFFICE DEPOT		OFFICE OPERATIONS	92.30
	OFFICE DEPOT		POLICE PATROL	137.27
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	286.94
86207	OLASON, MONICA	INSTRUCTOR SERVICES	RECREATION SERVICES	147.00
	OLASON, MONICA		RECREATION SERVICES	189.00
86208	OSBORN CONSULTING	PROFESSIONAL SERVICES	SURFACE WATER CAPITAL PI	3,737.50
86209	PACIFIC POWER BATTER	BATTERIES	COURT FACILITIES	64.20
86210	PACIFIC POWER PROD.	ROTARY IGNITION SWITCH, ROCKER	PARK & RECREATION FAC	216.19
86211	PACIFIC TOPSOILS	CEDAR CHIPS	PARK & RECREATION FAC	1,227.29
86212	PARR LUMBER CO.	SCREWS	FACILITY MAINTENANCE	103.04
86213	PARTS STORE, THE	DRIVE BELT & PROPULSION BELT	EQUIPMENT RENTAL	59.71
	PARTS STORE, THE	FRONT & REAR SHOCK ABSORBER	EQUIPMENT RENTAL	353.54
86214	PB LOADER CORP	EMULSION TANK STRAINER	ER&R	-28.95
	PB LOADER CORP		ER&R	-28.95
	PB LOADER CORP		EQUIPMENT RENTAL	365.58
	PB LOADER CORP		EQUIPMENT RENTAL	365.63
86215	PEAVEY,LYNN COMPANY	SUPPLIES, EVIDENCE	POLICE PATROL	227.25
86216	PEDDYCORD, TED	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
86217	PELHAM, JOANN & WILL	UB 030534500000 6129 82ND PL N	WATER/SEWER OPERATION	36.38
86218	PETIT, ROBERT	UB 821649050000 7117 66TH AVE	WATER/SEWER OPERATION	183.50
86219	PETROCARD SYSTEMS	FUEL CONSUMED	COMPUTER SERVICES	57.42
	PETROCARD SYSTEMS		ENGR-GENL	111.16
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	212.21
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	427.50
	PETROCARD SYSTEMS		PARK & RECREATION FAC	1,635.79
	PETROCARD SYSTEMS		GENERAL SERVICES - OVERH	1,945.43
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	4,046.49
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	4,569.50
	PETROCARD SYSTEMS		POLICE PATROL	8,052.43
86220	PETTY CASH- POLICE	JAIL & RECORD SUPPLIES	POLICE PATROL	9.70

DATE: 7/26/2013
TIME: 1:39:41PM

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 7/25/2013 TO 7/31/2013

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
86220	PETTY CASH- POLICE	JAIL & RECORD SUPPLIES	POLICE PATROL	10.58
	PETTY CASH- POLICE		OFFICE OPERATIONS	16.06
	PETTY CASH- POLICE		DETENTION & CORRECTION	73.58
86221	PHAM, JOSEPH	INTERPRETER SERVICES	COURTS	125.00
86222	PLANNING & DEVELOP.	WATERMAIN ROW PERMIT	WATER CAPITAL PROJECTS	2,871.64
86223	PNWS-AWWA	CONTROL VALVES	UTIL ADMIN	65.00
86224	POSTAL SERVICE	FALL/WINTER ACTIVITIES GUIDE M	EXECUTIVE ADMIN	4,461.95
86225	POTTER, BRENT	MEAL REIMBURSEMENT PER CONTRAC	ROADWAY MAINTENANCE	13.00
86226	PR DIAMOND PRODUCTS	SAW BLADES	WATER/SEWER OPERATION	-39.56
	PR DIAMOND PRODUCTS		WATER DIST MAINS	499.56
86227	PUD	ACCT #2023-7865-9	MAINT OF GENL PLANT	31.50
	PUD	ACCT #2020-0032-9	PARK & RECREATION FAC	37.92
	PUD	ACCT #2016-7213-6	SEWER LIFT STATION	41.80
	PUD	ACCT #2023-6855-1	PARK & RECREATION FAC	54.33
	PUD	ACCT #2027-2901-8	TRANSPORTATION MANAGEM	58.91
	PUD	ACCT #2006-5074-5	TRANSPORTATION MANAGEM	68.36
	PUD	ACCT #2030-0516-0	STREET LIGHTING	82.68
	PUD	ACCT #2023-6854-4	TRANSPORTATION MANAGEM	90.63
	PUD	ACCT #2020-0351-3	PUMPING PLANT	92.46
	PUD	ACCT #2008-2727-7	TRANSPORTATION MANAGEM	98.12
	PUD	ACCT #2021-4311-1	TRANSPORTATION MANAGEM	103.48
	PUD	ACCT #2025-5745-0	STREET LIGHTING	127.58
	PUD	ACCT #2024-6354-3	SEWER LIFT STATION	161.91
	PUD	ACCT #2032-3100-6	TRANSPORTATION MANAGEM	185.15
	PUD	ACCT #2010-2169-8	PARK & RECREATION FAC	303.74
	PUD	ACCT #2010-2160-7	PARK & RECREATION FAC	480.59
	PUD	ACCT #2005-8648-5	SEWER LIFT STATION	930.66
	PUD	ACCT #2008-2454-8	MAINT OF GENL PLANT	1,435.08
	PUD	ACCT #2011-4725-3	PUMPING PLANT	2,335.29
	PUD	ACCT #2020-0499-0	LIBRARY-GENL	2,577.26
	PUD	ACCT #2015-7792-1	PUMPING PLANT	2,610.17
	PUD	ACCT #2003-0347-7	WATER FILTRATION PLANT	3,022.28
	PUD	ACCT #2014-6303-1	PUBLIC SAFETY BLDG.	3,384.81
	PUD	ACCT #2014-2063-5	WASTE WATER TREATMENT	6,855.88
	PUD	ACCT #2020-7500-8	WASTE WATER TREATMENT	8,762.79
	PUD	ACCT #2017-2118-0	WASTE WATER TREATMENT	20,482.67
86228	RANCOURT, JENNIFER	PROTEM SERVICES	MUNICIPAL COURTS	185.00
86229	ROY ROBINSON	DOOR HANDLE	EQUIPMENT RENTAL	105.19
86230	SCIENTIFIC SUPPLY	(6) STERILE PETRI DISHES W/PAP	WASTE WATER TREATMENT	268.50
86231	SILVERNALE, LISA M	REFUND BUSINESS LICENSE	GENL FUND BUS LIC & PERMI	50.00
86232	SINGER, MARK	UB 766204000000 6204 73RD AVE	WATER/SEWER OPERATION	73.41
86233	SNO CO TREASURER	INMATE PERSCRIPTIONS	DETENTION & CORRECTION	1,579.37
86234	SOUND POWER	CUT BLADE	STORM DRAINAGE	39.04
	SOUND POWER	NOZZLE ASSEMBLY, BLADE, ETC.	STORM DRAINAGE	192.10
86235	SOUND PUBLISHING	CALL FOR BIDS ADVERTISEMENT	WATER CAPITAL PROJECTS	90.16
86236	SOUND SAFETY	CREDIT	UTIL ADMIN	-3.22
	SOUND SAFETY	REPLACEMENT JEANS-PALITZ, J	GENERAL SERVICES - OVERH	91.62
	SOUND SAFETY	KNITGLOVE, CLEANSING WIPES, EY	PARK & RECREATION FAC	257.35
	SOUND SAFETY	GLOVES	ER&R	373.78
	SOUND SAFETY	PULLOVER SWEATSHIRTS	ER&R	390.31
86237	SPECIALTY CIGARS	CIGARS	GOLF COURSE	97.45
86238	SPRINGBROOK NURSERY	1 YARD FINE BARK	MAINTENANCE	36.62
86239	SUMMIT LAW GROUP, LL	PROFESSIONAL SERVICES	PERSONNEL ADMINISTRATIO	130.00
86240	SWICK-LAFAVE, JULIE	REIMBURSE JAIL SUPPLIES	DETENTION & CORRECTION	60.77
86241	THORNLUND, BERNADETT	UB 451794000000 13721 56TH AVE	WATER/SEWER OPERATION	9.33
86242	TMG SERVICES INC	SPARE PARTS FOR PUMP #1	WASTE WATER TREATMENT	671.50
	TMG SERVICES INC	CONTROL BOARD	WASTE WATER TREATMENT	683.63
86243	TRIVETT, LARRY M	UB 010200000001 8021 STATE AVE	WATER/SEWER OPERATION	117.28
86244	TROXLER ELECTRONIC	4 BADGES	WATER CAPITAL PROJECTS	408.00
86245	UNDERWOOD, DANA	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
86246	UTILITIES UNDERGROUN	EXCAVATION NOTIFICATION - JUNE	UTILITY LOCATING	372.97

DATE: 7/26/2013
TIME: 1:39:41PM

**CITY OF MARYSVILLE
INVOICE LIST**

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FOR INVOICES FROM 7/25/2013 TO 7/31/2013

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
86247	VERIZON/FRONTIER	ACCT #36065125170927115	STREET LIGHTING	50.58
	VERIZON/FRONTIER	ACCT #36065774950927115	STREET LIGHTING	50.58
	VERIZON/FRONTIER	ACCT #36065836350725085	UTIL ADMIN	54.14
	VERIZON/FRONTIER		COMMUNITY DEVELOPMENT-	54.14
	VERIZON/FRONTIER	ACCT #36065827660617105	MUNICIPAL COURTS	55.50
	VERIZON/FRONTIER	ACCT #36065831360617105	MUNICIPAL COURTS	55.50
	VERIZON/FRONTIER	ACCT #36065905060927115	STREET LIGHTING	55.50
	VERIZON/FRONTIER	ACCT #36065962121015935	MAINT OF GENL PLANT	55.50
	VERIZON/FRONTIER	ACCT #36065976670111075	OFFICE OPERATIONS	55.50
	VERIZON/FRONTIER	ACCT #25300628501027055	UTIL ADMIN	66.55
	VERIZON/FRONTIER	ACCT #25301441101027055	UTIL ADMIN	66.55
	VERIZON/FRONTIER	ACCT #25300981920624965	SEWER LIFT STATION	93.05
	VERIZON/FRONTIER	ACCT #36065191230801065	WATER FILTRATION PLANT	104.85
86248	WARK, CATHERINE	UB 766505000000 6505 83RD AVE	WATER/SEWER OPERATION	2,300.00
86249	WASHINGTON SABERS	BASKETBALL CAMP	RECREATION SERVICES	2,052.00
86250	WASHINGTON STATE UNV	REGISTRATION-BROWN, EDDIE	UTIL ADMIN	150.00
86251	WASTE NEWS PROFESSIO	ANNUAL SUBSCRIPTION	SOLID WASTE OPERATIONS	74.00
86252	WAXIE SANITARY SUPPL	PARK MAINTENANCE SUPPLIES	PARK & RECREATION FAC	898.83
86253	WCIA	EFFECTIVE TEAM COMMUNICATION T	EXECUTIVE ADMIN	5,280.00
86254	WESTERN PETERBILT	CREDIT CORE RETURN	EQUIPMENT RENTAL	-97.74
	WESTERN PETERBILT	CORE CHARGES	EQUIPMENT RENTAL	97.74
	WESTERN PETERBILT	BRAKE DRUMS & SHOE KITS	EQUIPMENT RENTAL	420.54
86255	WHISTLE WORKWEAR	REPLACEMENT JEANS - POTTER, B	GENERAL SERVICES - OVERH	74.67
86256	WIDE FORMAT COMPANY	MAINTENANCE AGREEMENT	UTIL ADMIN	106.43
86257	WIERSMA, ALEX	REIMBURSE FOOD FOR MAJOR CRIME	POLICE INVESTIGATION	22.78
86258	WOGGE, CHESTER	USED GOLF BALLS	GOLF COURSE	240.00
86259	WOODMANSEE, LAUREN	INSTRUCTOR SERVICES	RECREATION SERVICES	455.00

WARRANT TOTAL: 180,127.40

LESS VOIDED CHECK:

CHECK # 86020 INITIATOR ERROR (481.40)

WARRANT TOTAL: 179,646.00

REASON FOR VOIDS:

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

Index #4

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 9, 2013

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 **August 7, 2013** claims in the amount of **\$1,103,323.77** paid by **Check No.'s 86260 through 86383 with check NO's. 83256 and 85622 voided.**

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-8

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$1,103,323.77 PAID BY CHECK NO.'S 86260 THROUGH 86383 WITH CHECK NO'S. 83256 AND 85622 VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

AUDITING OFFICER DATE

MAYOR DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **9TH DAY OF SEPTEMBER 2013.**

COUNCIL MEMBER

DATE: 8/6/2013
TIME: 4:23:03PM

**CITY OF MARYSVILLE
INVOICE LIST**

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FOR INVOICES FROM 8/1/2013 TO 8/7/2013

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
36278	DELL	MDC FOR PATROL CAR	POLICE PATROL	102.61
	DELL	2ND MONITOR FOR CD INSPECTOR	COMMUNITY DEVELOPMENT-	337.14
36279	DENNIS, ELDON	LEOFF I REIMBURSEMENT	POLICE ADMINISTRATION	393.70
36280	DEPALMA, ARLINE	INSTRUCTOR SERVICES	COMMUNITY CENTER	205.20
36281	DIAMOND B CONSTRUCT	NEW DRAINS-CEDARCREST RESTAURA	GOLF ADMINISTRATION	563.09
36282	DISCOUNTCELL, INC	CELL PHONE ACCESSORY REPLACEME	INFORMATION SERVICES	-6.39
	DISCOUNTCELL, INC		COMPUTER SERVICES	80.64
36283	DYER, ROBERT L	LEOFF 1 REIMBURSEMENT	POLICE ADMINISTRATION	1,246.31
36284	E&E LUMBER	3' STEEL RODS	RECREATION SERVICES	5.30
	E&E LUMBER	SQUARE BOX	PARK & RECREATION FAC	9.35
	E&E LUMBER	HEX KEY	PARK & RECREATION FAC	17.02
	E&E LUMBER	PINESOL CLEANER AND BROOM	MAINTENANCE	25.08
	E&E LUMBER	TAPE,CONNECTORS & FAUCET KEY	WASTE WATER TREATMENT	26.75
	E&E LUMBER	LAWN FOOD	PARK & RECREATION FAC	38.29
	E&E LUMBER	50 PC 24" CABLE TIE	RECREATION SERVICES	138.25
	E&E LUMBER	MISC SUPPLIES FOR INVENTORY	ER&R	433.16
36285	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	20.00
36286	EVERETT HYDRAULICS	HYDRAULIC TUBE ASSEMBLY	EQUIPMENT RENTAL	92.82
36287	EVERETT UTILITIES	WATER/FILTRATION SERVICE CHARG	SOURCE OF SUPPLY	145,466.27
36288	EVERETT, CITY OF	LAB ANALYSIS	WATER QUAL TREATMENT	32.40
	EVERETT, CITY OF		WASTE WATER TREATMENT	2,398.50
	EVERETT, CITY OF	2012 S EFFLUENT PUMP STATION E	WASTE WATER TREATMENT	33,390.63
36289	EVERGREEN RURAL WATE	REGISTRATION- ERGA, E & KING,	UTIL ADMIN	225.00
	EVERGREEN RURAL WATE		UTIL ADMIN	225.00
36290	FAULKNER, JOHN	LEOFF 1 REIMBURSEMENT	POLICE ADMINISTRATION	249.48
36291	FEDEX	SHIPPING EXPENSE	COMPUTER SERVICES	18.95
36292	FERRELLGAS	PROPANE	ROADWAY MAINTENANCE	54.24
	FERRELLGAS		TRAFFIC CONTROL DEVICES	54.24
	FERRELLGAS		WATER SERVICE INSTALL	54.24
	FERRELLGAS		SOLID WASTE OPERATIONS	54.24
36293	FIRE PROTECTION,INC	REGULAR TRIP/LABOR FEE	LIBRARY-GENL	293.22
36294	FLORATINE NORTHWEST	PESTICIDE SUPPLIES	MAINTENANCE	1,331.87
36295	GALLS, LLC	POLICE CAR OUTFITTING	ER&R	-59.68
	GALLS, LLC		EQUIPMENT RENTAL	125.60
	GALLS, LLC		EQUIPMENT RENTAL	125.60
	GALLS, LLC		EQUIPMENT RENTAL	125.60
	GALLS, LLC		EQUIPMENT RENTAL	125.60
	GALLS, LLC		EQUIPMENT RENTAL	125.60
	GALLS, LLC		EQUIPMENT RENTAL	125.61
6296	GENE'S PLUMBING	AIR DRYER/FILTER ELEMENT	WASTE WATER TREATMENT	3,463.25
6297	GOTCHA PEST CONTROL	SERVICE CALL - 1327 5TH ST	MAINT OF GENL PLANT	162.90
6298	GOVCONNECTION INC	TONER CARTRIDGES	COMPUTER SERVICES	264.44
	GOVCONNECTION INC	ANTIVIRUS LICENSES	COMPUTER SERVICES	1,600.76
6299	GRAJEDA, JEAN	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
6300	GRIFFEN, CHRIS	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	262.50
6301	HD FOWLER COMPANY	CREDIT	STORM DRAINAGE	-84.34
	HD FOWLER COMPANY	PVC, ADAPTOR, CLAMP, COUPLING	PARK & RECREATION FAC	12.84
	HD FOWLER COMPANY	VALVE BOX PARTS	PARK & RECREATION FAC	18.10
	HD FOWLER COMPANY	BAGS OF BENTONITE	SOURCE OF SUPPLY	18.90
	HD FOWLER COMPANY	SPLIT END CAP	STORM DRAINAGE	44.38
	HD FOWLER COMPANY	BAGS OF BENTONITE	SOURCE OF SUPPLY	56.69
	HD FOWLER COMPANY	PARTS FOR PRESSURE GAUGES	WATER SUPPLY MAINS	88.87
	HD FOWLER COMPANY	TEE GASKETS & FERNCO'S	STORM DRAINAGE	167.60
	HD FOWLER COMPANY	CHECK VALVES & BRASS HARDWARE	WASTE WATER TREATMENT	238.92
	HD FOWLER COMPANY	MISC. ITEMS FOR METER INSTALL	WATER SERVICE INSTALL	265.02
	HD FOWLER COMPANY	DRAINAGE FABRIC & CAP W/GASKET	STORM DRAINAGE	635.59

DATE: 8/6/2013
TIME: 4:23:03PM

**CITY OF MARYSVILLE
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FOR INVOICES FROM 8/1/2013 TO 8/7/2013

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
36301	HD FOWLER COMPANY	DRINKING FOUNTAIN REPAIRS	MAINTENANCE	709.72
36302	HELMAN, TERRY	UB 081220000000 4715 86TH PL N	WATER/SEWER OPERATION	147.44
36303	HERNANDEZ, ROSARIO C	UB 650450000000 9702 59TH DR N	WATER/SEWER OPERATION	125.63
36304	HOLLAND, CHRIS	EXPENSE REIMBURSEMENT	COMMUNITY DEVELOPMENT-ER&R	162.72
36305	INDUSTRIAL SUPPLY IN	GLOVES & SHOVEL HANDLES	GENERAL FUND	361.58
36306	JENKINS, SHAWN	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
36307	JOHN & ERIN HALL	UB 710610260000 4816 82ND PL N	WATER/SEWER OPERATION	39.26
36308	KELLER SUPPLY COMPAN	COVER & VACUUM KIT	PUBLIC SAFETY BLDG.	23.15
36309	KELLOGG, RUTH L	UB 761606100000 6818 67TH PL N	WATER/SEWER OPERATION	32.88
36310	KELLOGG, RUTH L		WATER/SEWER OPERATION	131.18
36311	KLEMENTSEN, TORY	INSTRUCTOR SERVICES	RECREATION SERVICES	262.50
	KLEMENTSEN, TORY		RECREATION SERVICES	280.00
36312	KUNG FU 4 KIDS		RECREATION SERVICES	485.10
36313	LABOR & INDUSTRIES	WORKER & COMM.RIGHT TO KNOW PR	UTIL ADMIN	587.50
36314	LASTING IMPRESSIONS	SHIRTS FOR SPORTS CAMP	RECREATION SERVICES	193.08
	LASTING IMPRESSIONS		RECREATION SERVICES	279.15
36315	LENZ, CHERYL	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
36316	LICENSING, DEPT OF	ADER, DIANE (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	CUNLIFFE, STEPHEN (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	DUFFEY, MICHAEL (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	FREEMAN, SHANE (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	GARRETT, JAMES (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	KITSON, CHARLES (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MCCAWLEY, BILL (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	STARKEY, KEVIN (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	SUDBURY, RICHARD (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	WHYTE, BEVERLY (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	WOLFORD, MICHELLE (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	YOST, WILLIAM (ORIGINAL)	GENERAL FUND	18.00
36317	LICENSING, DEPT OF	LICENSE RENEWAL - COWLING	ENGR-GENL	116.00
36318	LOWES HIW INC	HARDWARE	WATER CAPITAL PROJECTS	40.68
	LOWES HIW INC	RE-STOCK FACILITIES SUPPLIES	FACILITY MAINTENANCE	59.73
36319	MACKIE, TRACEY	INSTRUCTOR SERVICES	COMMUNITY CENTER	223.20
	MACKIE, TRACEY		COMMUNITY CENTER	752.85
36320	MAILFINANCE	LEASE PAYMENT	MUNICIPAL COURTS	512.03
36321	MALOY, MIKE	UB 849000708109 8205 60TH DR N	WATER/SEWER OPERATION	132.50
36322	MARTIN, DEBBIE	UB 761359047001 7625 66TH PL N	WATER/SEWER OPERATION	8.72
36323	MARYSVILLE AWARDS	PLAQUE ENGRAVING	EXECUTIVE ADMIN	23.02
	MARYSVILLE AWARDS	PLAQUES	RECREATION SERVICES	185.71
36324	MARYSVILLE FIRE DIST	FIRE CONTROL/EMERGENCY AID SER	FIRE-EMS	186,507.35
	MARYSVILLE FIRE DIST		FIRE-GENL	559,522.05
36325	MARYSVILLE PRINTING	ENVELOPES	UTIL ADMIN	35.32
	MARYSVILLE PRINTING		ENGR-GENL	35.32
	MARYSVILLE PRINTING		PERSONNEL ADMINISTRATIO	136.43
	MARYSVILLE PRINTING	COMMITMENT ORDERS	MUNICIPAL COURTS	150.76
36326	MARYSVILLE, CITY OF	GARBAGE SERVICE-STRAWBERRY FIE	PARK & RECREATION FAC	12.37
	MARYSVILLE, CITY OF	DUMPSTERS - 6302 152ND ST NE	PARK & RECREATION FAC	792.48
36327	MCDONALD, CAROL	UB 750275000000 4903 71ST DR N	WATER/SEWER OPERATION	156.97
36328	MCKINNEY, WALTER	LEOFF I REIMBURSEMENT	POLICE ADMINISTRATION	1,037.38
36329	MEGAPATH CORPORATION	INTERNET SERVICES	COMPUTER SERVICES	263.83
	MEGAPATH CORPORATION		COMPUTER SERVICES	263.83
36330	MEMORY4LESS	CREDIT MODULE	TRIBAL GAMING-GENL	-65.00
	MEMORY4LESS	SERVER MEMORY UPDATE	INFORMATION SERVICES	-6.88
	MEMORY4LESS	MODULE	TRIBAL GAMING-GENL	65.00
	MEMORY4LESS	SERVER MEMORY UPDATE	COMPUTER SERVICES	86.88
36331	MOTOR TRUCKS	SERPENTINE BELT	EQUIPMENT RENTAL	35.30
	MOTOR TRUCKS		EQUIPMENT RENTAL	137.30
36332	MOUNT, HERMAN	LEOFF 1 REIMBURSEMENT	POLICE ADMINISTRATION	243.13
36333	NATIONAL BARRICADE	NO PARKING SIGNS	TRAFFIC CONTROL DEVICES	103.48
36334	NELSON PETROLEUM	GASOLINE, DIESEL	MAINTENANCE	2,444.02
36335	NEMETH, CHRISTINA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 8/1/2013 TO 8/7/2013**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
86336	NEPTUNE TECHNOLOGY	METERS	WATER SERVICE INSTALL	5,343.93
86337	NEXTEL	ACCT #130961290	WATER FILTRATION PLANT	60.36
	NEXTEL		SEWER LIFT STATION	60.36
86338	NORSBY, MARTY	CDL ENDORSEMENT REIMBURSEMENT	FACILITY MAINTENANCE	85.00
86339	NORTH COAST ELECTRIC	TAPE	STREET LIGHTING	65.85
	NORTH COAST ELECTRIC	WIRE & LUMALUX LAMPS	STREET LIGHTING	324.27
	NORTH COAST ELECTRIC	LUMALUX LAMPS	STREET LIGHTING	525.72
86340	NORTH SOUND HOSE	PRESSURE WASHER GUN & FITTINGS	WATER DIST MAINS	90.32
	NORTH SOUND HOSE	REPLACEMENT HOSE	EQUIPMENT RENTAL	580.94
86341	NORTHSTAR CHEMICAL	CREDIT MEMO FOR SALES TAX ERRO	WATER QUAL TREATMENT	-5,190.73
	NORTHSTAR CHEMICAL		WATER FILTRATION PLANT	-2,009.58
	NORTHSTAR CHEMICAL		WATER QUAL TREATMENT	-61.28
	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WATER QUAL TREATMENT	728.00
	NORTHSTAR CHEMICAL		WATER FILTRATION PLANT	749.50
	NORTHSTAR CHEMICAL		WATER FILTRATION PLANT	1,158.00
	NORTHSTAR CHEMICAL		WATER QUAL TREATMENT	1,244.00
	NORTHSTAR CHEMICAL		WASTE WATER TREATMENT	2,845.32
	NORTHSTAR CHEMICAL		WASTE WATER TREATMENT	3,008.76
86342	OFFICE DEPOT	OFFICE SUPPLIES	UTIL ADMIN	3.05
	OFFICE DEPOT		ENGR-GENL	3.05
	OFFICE DEPOT	SCISSORS	COMMUNITY CENTER	6.82
	OFFICE DEPOT	OFFICE SUPPLIES	UTIL ADMIN	22.11
	OFFICE DEPOT		MAINT OF GENL PLANT	34.72
	OFFICE DEPOT		PERSONNEL ADMINISTRATIO	64.83
	OFFICE DEPOT		UTIL ADMIN	78.31
	OFFICE DEPOT		ENGR-GENL	78.32
	OFFICE DEPOT	COPY PAPER, COLORED PAPER, ENV	PARK & RECREATION FAC	117.96
	OFFICE DEPOT	OFFICE SUPPLIES	EQUIPMENT RENTAL	307.85
86343	PACIFIC POWER PROD.	PULLEY AND PANEL	MAINTENANCE	53.15
	PACIFIC POWER PROD.	AXLES, SPINDLES, CUPS, SLEEVES	MAINTENANCE	139.26
	PACIFIC POWER PROD.	BLADES FOR PARK MOWERS	PARK & RECREATION FAC	389.72
86344	PARTS STORE, THE	POLICE CAR OUTFITTING	EQUIPMENT RENTAL	22.05
	PARTS STORE, THE		EQUIPMENT RENTAL	22.05
	PARTS STORE, THE		EQUIPMENT RENTAL	22.05
	PARTS STORE, THE		EQUIPMENT RENTAL	22.05
	PARTS STORE, THE		EQUIPMENT RENTAL	22.06
	PARTS STORE, THE		EQUIPMENT RENTAL	22.06
	PARTS STORE, THE	BELTS - 544	EQUIPMENT RENTAL	58.16
	PARTS STORE, THE	POLICE CAR OUTFITTING	EQUIPMENT RENTAL	59.78
	PARTS STORE, THE		EQUIPMENT RENTAL	59.78
	PARTS STORE, THE		EQUIPMENT RENTAL	59.78
	PARTS STORE, THE		EQUIPMENT RENTAL	59.79
	PARTS STORE, THE		EQUIPMENT RENTAL	59.79
	PARTS STORE, THE		EQUIPMENT RENTAL	59.79
	PARTS STORE, THE	AIR FILTERS	MAINTENANCE	92.38
	PARTS STORE, THE	LUBEGARD ADDITIVE	ER&R	167.72
	PARTS STORE, THE	TILTERS,WIPER BLADES, ETC.	ER&R	176.12
86345	PEABODY, DANA	REFUND CLASS FEES	PARKS-RECREATION	39.00
86346	PEACE OF MIND	MINUTE TAKING SERVICE	CITY CLERK	189.10
86347	PETTY CASH- FINANCE	MEETING AND OFFICE SUPPLY REIM	CITY CLERK	3.22
	PETTY CASH- FINANCE		CITY COUNCIL	3.24
	PETTY CASH- FINANCE		UTILITY BILLING	18.00
	PETTY CASH- FINANCE		EXECUTIVE ADMIN	19.52
	PETTY CASH- FINANCE		CITY CLERK	94.00
86348	PETTY CASH- PW	PETTY CASH REIMBURSEMENT	EQUIPMENT RENTAL	32.75
	PETTY CASH- PW		EQUIPMENT RENTAL	32.75
	PETTY CASH- PW		EQUIPMENT RENTAL	32.75
	PETTY CASH- PW		EQUIPMENT RENTAL	32.75
	PETTY CASH- PW		EQUIPMENT RENTAL	32.75
86349	PNWS-AWWA	REGISTRATION-BUELL, JOHN	UTIL ADMIN	65.00
86350	POFFENBARGER, JESSIC	UB 847610870000 7610 87TH AVE	WATER/SEWER OPERATION	298.71

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 8/1/2013 TO 8/7/2013

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
36351	PRENTICE, JOANNE	UB 041010000000 9315 61ST DR N	WATER/SEWER OPERATION	54.36
36352	PUBLIC SAFETY TESTIN	SUBSCRIPTION FEES	PERSONNEL ADMINISTRATIO	800.00
36353	PUD	ACCT #2013-8099-5	PUMPING PLANT	31.00
	PUD	ACCT #2049-3331-1	PUMPING PLANT	32.55
	PUD	ACCT #2030-6201-3	STREET LIGHTING	81.89
	PUD	ACCT #2034-3089-7	STREET LIGHTING	84.48
	PUD	ACCT #2026-8910-5	WASTE WATER TREATMENT	150.63
	PUD	ACCT #2024-9063-7	SEWER LIFT STATION	178.75
	PUD	ACCT #2020-3007-8	TRANSPORTATION MANAGEM	191.43
	PUD	ACCT #2022-9433-6	STREET LIGHTING	208.20
	PUD	ACCT #2025-7232-7	STREET LIGHTING	211.86
	PUD	ACCT #2002-2385-7	PARK & RECREATION FAC	385.00
	PUD	ACCT #2010-6528-1	PARK & RECREATION FAC	445.24
36354	RAMOS, ROWENA	UB 986808370000 6808 37TH ST N	WATER/SEWER OPERATION	7.72
36355	RECREATION & PARK	WRPA MEMBERSHIPS	PARK & RECREATION FAC	850.00
36356	REVENUE, DEPT OF	CREDIT CARD USAGE FEES	COMMUNITY DEVELOPMENT-	444.97
36357	RODDA	PAINTING SUPPLIES-PRO SHOP	FACILITY REPLACEMENT	69.34
	RODDA	PAINT & SUPPLIES-CITY HALL	ADMIN FACILITIES	196.25
36358	RYNNANEN, MARGARET	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
36359	SAMPSON, ELIZABETH		GENERAL FUND	100.00
36360	SHANKLE, CRAIG	INSTRUCTOR SERVICES	COMMUNITY CENTER	52.00
36361	SIGMAN, MICHAEL	LEOFF 1 REIMBURSEMENT	POLICE ADMINISTRATION	764.50
36362	SMART MONEY SECURED	UB 761808200002 6702 69TH PL N	WATER/SEWER OPERATION	253.26
36363	SNO CO FINANCE	REPLACE TRANSMISSION/COOLER HO	EQUIPMENT RENTAL	3,719.67
36364	SOUND SAFETY	RESPIRATORS & SAFETY GLASSES	ER&R	287.31
36365	SPRINGBROOK NURSERY	FINE BARK	MAINTENANCE	36.62
36366	STEVENS, MICHAEL A.	MILEAGE REIMBURSEMENT	CITY COUNCIL	65.31
36367	SUN MOUNTAIN	GOLF PULL CART SUPPLIES	GOLF COURSE	4.52
36368	SWANK MOTION PICTURE	MOVIES IN PARK	COMMUNITY EVENTS	294.31
	SWANK MOTION PICTURE	MOVIES IN THE PARK	COMMUNITY EVENTS	402.91
36369	SWORTZEL, ROBERT & G	UB 987308350000 7308 35TH PL N	WATER/SEWER OPERATION	63.05
36370	TAYLORMADE	FW METAL/SO-MILLER	GOLF COURSE	144.74
36371	TIRE DISPOSAL & RECY	DISPOSAL FEE-CLEAN SWEEP	PROTECTIVE INSPECTIONS	394.75
36372	TITLEIST	FW METAL/SO-SHAW	GOLF COURSE	144.71
36373	TRUE LINKSWEAR	GOLF SHOES/SO-NEWMAN	GOLF COURSE	109.98
36374	VALLEY FREIGHTLINER	AIR CLEANER ASSEMBLY-#H002	EQUIPMENT RENTAL	299.38
36375	VERIZON/FRONTIER	AMR LINES	METER READING	438.62
36376	VERIZON/FRONTIER	LONG DISTANCE	CRIME PREVENTION	0.03
	VERIZON/FRONTIER		SOLID WASTE CUSTOMER E	0.03
	VERIZON/FRONTIER		FACILITY MAINTENANCE	0.25
	VERIZON/FRONTIER		ANIMAL CONTROL	0.35
	VERIZON/FRONTIER		RECREATION SERVICES	0.37
	VERIZON/FRONTIER		CITY CLERK	0.80
	VERIZON/FRONTIER		PURCHASING/CENTRAL STOF	1.09
	VERIZON/FRONTIER		EQUIPMENT RENTAL	1.36
	VERIZON/FRONTIER		LEGAL-GENL	1.84
	VERIZON/FRONTIER		YOUTH SERVICES	2.08
	VERIZON/FRONTIER		PERSONNEL ADMINISTRATIO	2.47
	VERIZON/FRONTIER		COMMUNITY CENTER	3.53
	VERIZON/FRONTIER		GENERAL SERVICES - OVERF	3.62
	VERIZON/FRONTIER		GOLF ADMINISTRATION	4.68
	VERIZON/FRONTIER		EXECUTIVE ADMIN	4.85
	VERIZON/FRONTIER		LEGAL - PROSECUTION	5.67
	VERIZON/FRONTIER		FINANCE-GENL	6.09
	VERIZON/FRONTIER		UTILITY BILLING	6.46
	VERIZON/FRONTIER		STORM DRAINAGE	6.56
	VERIZON/FRONTIER		WASTE WATER TREATMENT	6.70
	VERIZON/FRONTIER		POLICE PATROL	8.41
	VERIZON/FRONTIER		POLICE ADMINISTRATION	9.04
	VERIZON/FRONTIER		UTIL ADMIN	9.92
	VERIZON/FRONTIER		MUNICIPAL COURTS	10.22
	VERIZON/FRONTIER		ADMIN FACILITIES	54.60
	VERIZON/FRONTIER		COMMUNICATION CENTER	54.60
	VERIZON/FRONTIER		LIBRARY-GENL	54.60
	VERIZON/FRONTIER		GENERAL SERVICES - OVERF	54.68
	VERIZON/FRONTIER	ACCT #36065771080927115	STREET LIGHTING	55.50
	VERIZON/FRONTIER	ACCT # 425-397-6325-031998-5	PARK & RECREATION FAC	57.14
	VERIZON/FRONTIER	ACCT #36065943981121075	PUBLIC SAFETY BLDG.	108.28
	VERIZON/FRONTIER	PHONE CHARGES	GOLF ADMINISTRATION	109.20
	VERIZON/FRONTIER		COMMUNITY DEVELOPMENT-	109.21
	VERIZON/FRONTIER		DETENTION & CORRECTION	109.21
	VERIZON/FRONTIER		OFFICE OPERATIONS	109.21
	VERIZON/FRONTIER		COMMUNITY CENTER	109.21
	VERIZON/FRONTIER		GOLF ADMINISTRATION	109.21
	VERIZON/FRONTIER	ACCT #36065340280125085	ADMIN FACILITIES	111.00
	VERIZON/FRONTIER	PHONE CHARGES	UTILITY BILLING	163.81
	VERIZON/FRONTIER		WASTE WATER TREATMENT	218.42
	VERIZON/FRONTIER		PARK & RECREATION FAC	272.99
	VERIZON/FRONTIER		UTIL ADMIN	354.54

DATE: 8/6/2013
 TIME: 4:23:03PM

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 8/1/2013 TO 8/7/2013

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
86376	VERIZON/FRONTIER	LONG DISTANCE	OFFICE OPERATIONS	10.67
	VERIZON/FRONTIER		DETENTION & CORRECTION	10.92
	VERIZON/FRONTIER		COMPUTER SERVICES	10.95
	VERIZON/FRONTIER		PARK & RECREATION FAC	11.09
	VERIZON/FRONTIER		ENGR-GENL	12.76
	VERIZON/FRONTIER		POLICE INVESTIGATION	13.08
	VERIZON/FRONTIER		COMMUNITY DEVELOPMENT-	34.79
86377	VERIZON/FRONTIER	ACCT #36065173190324995	TRAFFIC CONTROL DEVICES	51.71
	VERIZON/FRONTIER	PHONE CHARGES	ENGR-GENL	54.60
	VERIZON/FRONTIER		POLICE ADMINISTRATION	54.60
	VERIZON/FRONTIER		POLICE PATROL	54.60
	VERIZON/FRONTIER		ADMIN FACILITIES	54.60
	VERIZON/FRONTIER		COMMUNICATION CENTER	54.60
	VERIZON/FRONTIER		LIBRARY-GENL	54.60
	VERIZON/FRONTIER		GENERAL SERVICES - OVERH	54.68
	VERIZON/FRONTIER	ACCT #36065771080927115	STREET LIGHTING	55.50
	VERIZON/FRONTIER	ACCT # 425-397-6325-031998-5	PARK & RECREATION FAC	57.14
	VERIZON/FRONTIER	ACCT #36065943981121075	PUBLIC SAFETY BLDG.	108.28
	VERIZON/FRONTIER	PHONE CHARGES	GOLF ADMINISTRATION	109.20
	VERIZON/FRONTIER		COMMUNITY DEVELOPMENT-	109.21
	VERIZON/FRONTIER		DETENTION & CORRECTION	109.21
	VERIZON/FRONTIER		OFFICE OPERATIONS	109.21
	VERIZON/FRONTIER		COMMUNITY CENTER	109.21
	VERIZON/FRONTIER		GOLF ADMINISTRATION	109.21
	VERIZON/FRONTIER	ACCT #36065340280125085	ADMIN FACILITIES	111.00
	VERIZON/FRONTIER	PHONE CHARGES	UTILITY BILLING	163.81
	VERIZON/FRONTIER		WASTE WATER TREATMENT	218.42
	VERIZON/FRONTIER		PARK & RECREATION FAC	272.99
	VERIZON/FRONTIER		UTIL ADMIN	354.54
86378	VINYL SIGNS & BANNER	ASSAULT SIGNS FOR COURTHOUSE	MUNICIPAL COURTS	57.02
86379	WAXIE SANITARY SUPPL	JANITORAL SUPPLIES FOR PARKS	PARK & RECREATION FAC	416.30
86380	WEED GRAAFSTRA	27TH AVE NE ACQUISITION	GMA - STREET	60,638.95
86381	WESTERN FACILITIES	TWINSAYER DISPENSER	PARK & RECREATION FAC	62.58
86382	WIDE FORMAT COMPANY	WIDE FORMAT SCANNER RENTAL	COMMUNITY DEVELOPMENT-	2,075.03
86383	ZUMWALT, BRET	REFUND CLASS FEES	PARKS-RECREATION	25.00

WARRANT TOTAL: 1,103,412.49

LESS VOIDED CHECK:
 CHECK # 83256 CHECK LOST/DAMAGED IN MAIL (8.72)
 CHECK # 85622 INITIATOR ERROR (80.00)

WARRANT TOTAL: 1,103,323.77

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

Index #5

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 9, 2013

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 **August 14, 2013** claims in the amount of **\$668,571.76** paid by **Check No.'s 86384 through 86525 with no Check No.'s voided.**

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-8

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 **\$668,571.76 PAID BY CHECK NO.'S 86384 THROUGH 86525 WITH NO CHECK NO. VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

AUDITING OFFICER

DATE

MAYOR

DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **9th DAY OF SEPTEMBER 2013.**

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 8/8/2013 TO 8/14/2013

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
86384	KEY BANK	BAN INTEREST	GMA - STREET	1,227.19
	KEY BANK		GMA - STREET	2,334.72
	KEY BANK		ROADS/STREETS CONSTRUC	4,075.64
	KEY BANK		GMA - STREET	5,904.35
	KEY BANK		GMA - STREET	6,070.64
	KEY BANK		GMA - STREET	7,729.69
	KEY BANK		GMA - STREET	7,907.74
	KEY BANK		GMA - STREET	13,695.54
	KEY BANK		GMA - STREET	15,182.87
86385	ABLE LABEL INC	LABELS	ER&R	239.80
86386	ABSOLUTE CONSTRUCTIO	PAY ESTIMATE #1 LESS RETAINAGE	UTILITY CONSTRUCTION	-6,460.05
	ABSOLUTE CONSTRUCTIO		SURFACE WATER CAPITAL PF	12,920.10
86387	ADAMS, RYAN	UB 821190000000 7004 65TH AVE	WATER/SEWER OPERATION	27.38
86388	ADVANTAGE BUILDING S	JANITORIAL SERVICES	WATER FILTRATION PLANT	43.33
	ADVANTAGE BUILDING S		MAINT OF GENL PLANT	77.92
	ADVANTAGE BUILDING S		COMMUNITY CENTER	383.17
	ADVANTAGE BUILDING S		WASTE WATER TREATMENT F	463.65
	ADVANTAGE BUILDING S		ADMIN FACILITIES	619.00
	ADVANTAGE BUILDING S		PUBLIC SAFETY BLDG.	695.75
	ADVANTAGE BUILDING S		PARK & RECREATION FAC	829.31
	ADVANTAGE BUILDING S		COURT FACILITIES	1,091.50
	ADVANTAGE BUILDING S		UTIL ADMIN	1,185.92
86389	AGUIRRE, RAUL	INTERPRETER SERVICES	COURTS	175.00
86390	ALBERTSONS	WATER REIMBURSEMENT & LATE FEE	UTIL ADMIN	55.66
86391	AMERICAN PLANNING	MEMBERSHIP-HIRASHIMA	COMMUNITY DEVELOPMENT-	600.00
86392	ANIMAL CARE CENTER	ANIMAL CARE	ANIMAL CONTROL	129.90
	ANIMAL CARE CENTER		ANIMAL CONTROL	464.11
	ANIMAL CARE CENTER		ANIMAL CONTROL	604.50
86393	ARAMARK UNIFORM	UNIFORM SERVICE	MAINTENANCE	10.86
86394	ATKINS, JESSIE	REFUND CLASS FEES	PARKS-RECREATION	59.00
86395	BARGHAUSEN CONSULT	REFUND FOR OVERPAYMENT ON COPI	C/DEV-GENL GOVMNT	7.00
86396	BEACON PLUMBING	SERVICE CALL	WATER SERVICES	474.31
86397	BEARD, RAYMOND	UB 036001000000 6001 57TH DR N	WATER/SEWER OPERATION	161.38
86398	BICKFORD FORD	REAR ROTOR & BRAKE PAD SETS	ER&R	169.35
86399	BLACK ROCK CABLE INC	I-NET LEASE	CENTRAL SERVICES	535.94
86400	BLUMENTHAL UNIFORMS	UNIFORMS-YOUNG	PRO ACT TEAM	54.29
	BLUMENTHAL UNIFORMS	UNIFORMS-GUERTIN	POLICE PATROL	912.24
86401	BRAGANZA, GOMER	UB 983719100000 3719 73RD DR N	WATER/SEWER OPERATION	187.14
86402	BROWNS PLUMBING	PLUMBING REPAIRS-CARETAKERS HO	PARK & RECREATION FAC	306.98
86403	BUD CLARY CHEVROLET	2013 CHEVROLET CAPRICE - #P145	EQUIPMENT RENTAL	30,308.65
86404	BUELL, DOUG	REIMBURSE DIGIITAL ONLINE PHOT	EXECUTIVE ADMIN	94.99
86405	BURGER, CHERYL & BIL	UB 710720000000 4730 84TH ST N	WATER/SEWER OPERATION	664.90
86406	BUSINESS SYSTEMS INT	EOC PHONES	INFORMATION SERVICES	-49.54
	BUSINESS SYSTEMS INT		COMPUTER SERVICES	625.54
86407	CARRS ACE	LIGHT BULBS, ROLLER, BRUSH, LO	PARK & RECREATION FAC	88.41
	CARRS ACE	BRASS HARDWARE & PLIERS	SOURCE OF SUPPLY	89.28
86408	CENTRAL WELDING SUPP	SAFETY SUPPLIES	ER&R	209.49
86409	COMCAST	MONTHLY BROADBAND CHARGE	COMPUTER SERVICES	229.76
86410	CORPORATE OFFICE SPL	WYPALL WIPES & SANITIZER	ER&R	250.70
86411	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	2,796.39
	CORRECTIONS, DEPT OF		DETENTION & CORRECTION	4,373.79
86412	CORRECTIONS, DEPT OF	WORK CREW - JUNE 2013	ROADSIDE VEGETATION	82.02
	CORRECTIONS, DEPT OF		STORM DRAINAGE	93.04
	CORRECTIONS, DEPT OF		WATER RESERVOIRS	145.01
	CORRECTIONS, DEPT OF		PARK & RECREATION FAC	339.32
86413	CUZ CONCRETE PROD	BASE, FRAME, GRATE & CAP	STORM DRAINAGE	394.19
86414	DB SECURE SHRED	MONTHLY SHREDDING SERVICE	UTILITY BILLING	14.92
	DB SECURE SHRED		CITY CLERK	14.93
	DB SECURE SHRED		FINANCE-GENL	14.93
	DB SECURE SHRED		PERSONNEL ADMINISTRATIOI	19.52
	DB SECURE SHRED		EXECUTIVE ADMIN	22.39

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 8/8/2013 TO 8/14/2013**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
86414	DB SECURE SHRED	MONTHLY SHREDDING SERVICE	LEGAL - PROSECUTION	22.39
86415	DELL	MDCS FOR PATROL CARS	POLICE PATROL	3,773.93
86416	DIAMOND B CONSTRUCT	REPLACE THERMOSTAT-WWTP LAB	WASTE WATER TREATMENT F	540.57
	DIAMOND B CONSTRUCT	REPLACE CONTACTOR/INSTALL MODU	PUBLIC SAFETY BLDG.	992.43
86417	DICKS TOWING	TOWING EXPENSE	POLICE PATROL	43.44
	DICKS TOWING		POLICE PATROL	43.44
	DICKS TOWING		POLICE PATROL	43.44
	DICKS TOWING		POLICE PATROL	43.44
	DICKS TOWING		POLICE PATROL	43.44
	DICKS TOWING		POLICE PATROL	43.44
	DICKS TOWING		POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE-914ZYW	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE-AEJ8405	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE-CLASS A ACCIDEN	POLICE PATROL	114.03
86418	DIGITAL DOLPHIN SUPP	TONER	GENERAL FUND	-11.90
	DIGITAL DOLPHIN SUPP		PRO ACT TEAM	150.28
86419	DOUP, SADA JAMES	INSTRUCTOR SERVICES	RECREATION SERVICES	48.00
	DOUP, SADA JAMES		RECREATION SERVICES	168.00
86420	DUNCAN, MARY	UB 800419450000 6502 58TH DR N	WATER/SEWER OPERATION	202.41
86421	E&E LUMBER	WASP & HORNET KILLER	PARK & RECREATION FAC	14.86
	E&E LUMBER	SHELF BRACKET	UTIL ADMIN	44.09
	E&E LUMBER	TIEWIRE, REBAR, POST	PARK & RECREATION FAC	57.89
	E&E LUMBER	PAINT & PAINT SUPPLIES	PUMPING PLANT	89.12
	E&E LUMBER	PRUNERS	PARK & RECREATION FAC	91.47
	E&E LUMBER	MISC PARTS-ED SPRINGS	WATER CAPITAL PROJECTS	103.46
	E&E LUMBER	HYDRANT PAINT	HYDRANTS	140.45
86422	ECCOS DESIGN LLC	DESIGN PREP	GMA-PARKS	935.00
86423	EDWARD & ASSOCIAT	INTERPRETER SERVICES	COURTS	106.61
86424	EMERGENCY MANAGEMENT	EMERGENCY SERVICES-2ND QTR 201	NON-DEPARTMENTAL	17,059.50
86425	ESTES, MOLLIE	INSTRUCTOR SERVICES	RECREATION SERVICES	213.60
86426	EVERETT BRIDGE CLUB	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
86427	EVERETT HERALD	ADVERTISING-CD PLANNING ASSIST	COMMUNITY DEVELOPMENT-	85.00
	EVERETT HERALD	ADVERTISING-FINANCE PRGM CLERK	UTILITY BILLING	199.00
86428	EVERETT STEEL CO	TUBE & ANGLES	SOLID WASTE OPERATIONS	282.36
86429	EVERGREEN RURAL WATE	REGISTRATION-LATIMER	UTIL ADMIN	30.00
86430	EWING IRRIGATION	ADAPTOR FOR IRRIGATION	PARK & RECREATION FAC	20.45
86431	FEENEY WIRELESS	MODEMS FOR PATROL VEHICLES	IS REPLACEMENT ACCOUNTS	221.78
	FEENEY WIRELESS		POLICE PATROL	221.79
	FEENEY WIRELESS		POLICE PATROL	1,709.65
	FEENEY WIRELESS		IS REPLACEMENT ACCOUNTS	1,709.66
86432	FELDMAN & LEE P.S.	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	15,000.00
86433	GENERAL CHEMICAL	ALUMINUM SULFATE	WASTE WATER TREATMENT F	4,384.31
86434	GENERAL EQUIPMENT	250 - 35 GALLON ROLL CARTS	SOLID WASTE OPERATIONS	11,821.11
86435	GLOBALSTAR INC.	SAT PHONE	POLICE PATROL	49.75
86436	GOVCONNECTION INC	SOFTWARE	POLICE ADMINISTRATION	159.97
86437	GRAY AND OSBORNE	PROFESSIONAL SERVICES	SURFACE WATER CAPITAL PF	3,905.00
86438	HD FOWLER COMPANY	O RINGS	WASTE WATER TREATMENT F	4.34
	HD FOWLER COMPANY	BARB CONNECTOR, TOOL	PARK & RECREATION FAC	10.59
	HD FOWLER COMPANY	HARDWARE	WATER DIST MAINS	16.51
	HD FOWLER COMPANY	WEIGHT FOR FLOAT	SEWER LIFT STATION	41.65
	HD FOWLER COMPANY	CONCRETE COVER	WATER SERVICES	43.82
	HD FOWLER COMPANY	SOLENOID ASSEMBLY	PARK & RECREATION FAC	69.18
	HD FOWLER COMPANY	SILT FENCE	SOURCE OF SUPPLY	77.70
	HD FOWLER COMPANY	VALVE, UNION, COUPLINGS	PARK & RECREATION FAC	119.81
	HD FOWLER COMPANY	FITTINGS	WATER/SEWER OPERATION	122.67
	HD FOWLER COMPANY	ADAPTERS & GASKETS	WATER SERVICES	229.86
	HD FOWLER COMPANY	MISC PARTS-ED SPRINGS	WATER CAPITAL PROJECTS	304.08
	HD FOWLER COMPANY	VALVE SADDLE & STRAPS	WATER/SEWER OPERATION	366.48
	HD FOWLER COMPANY	CORP STOPS & BALL VALVES	WATER/SEWER OPERATION	456.34
	HD FOWLER COMPANY	MISC PARTS - ED SPRINGS	WATER CAPITAL PROJECTS	459.65

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 8/8/2013 TO 8/14/2013**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
86438	HD FOWLER COMPANY	METER SETTERS & COUPLINGS	WATER/SEWER OPERATION	472.80
	HD FOWLER COMPANY	METER SETTER,CORP & METER STOP	WATER/SEWER OPERATION	514.34
	HD FOWLER COMPANY	SETTERS	WATER/SEWER OPERATION	549.72
	HD FOWLER COMPANY	QUICK JOINT COUPLINGS & CORP S	WATER/SEWER OPERATION	559.53
	HD FOWLER COMPANY	FITTINGS,COUPLINGS & CORP STOP	WATER/SEWER OPERATION	597.90
	HD FOWLER COMPANY	MISC. BRASS HARDWARE	WATER/SEWER OPERATION	599.48
	HD FOWLER COMPANY	BYPASS CHECK VALVE	WATER/SEWER OPERATION	826.94
	HD FOWLER COMPANY	MISC PARTS - ED SPRINGS	WATER CAPITAL PROJECTS	1,737.03
	HD FOWLER COMPANY		WATER CAPITAL PROJECTS	4,365.56
86439	HD SUPPLY WATERWORKS	GASKETS	WATER CAPITAL PROJECTS	143.14
	HD SUPPLY WATERWORKS		WATER CAPITAL PROJECTS	467.07
86440	HERTZ EQUIPMENT RENT	EXCAVATOR RENTAL	STORM DRAINAGE	465.97
86441	INFORMATION SERVICES	IGN MONTHLY CHARGE	OFFICE OPERATIONS	195.00
86442	JOHN DEERE CORP	JOHN DEERE 997 COMMERCIAL MOWE	PARKS-GENL	16,809.43
86443	JON SHARP & TARA CRA	UB 761803000001 6825 67TH PL N	WATER/SEWER OPERATION	29.46
86444	JOSEPH, PETER	INSTRUCTOR SERVICES	RECREATION SERVICES	60.00
	JOSEPH, PETER		RECREATION SERVICES	204.00
86445	K-MART	SUPPLIES FOR REC EXPRESS	RECREATION SERVICES	70.83
86446	KENNEDY, ALICIA	REFUND CLASS FEES	PARKS-RECREATION	59.00
86447	KINNEY, HEATHER	WELLNESS REIMBURSEMENT	PERSONNEL ADMINISTRATIO	10.00
86448	KLEMENTSEN, TORY	INSTRUCTOR SERVICES	RECREATION SERVICES	35.00
	KLEMENTSEN, TORY		RECREATION SERVICES	315.00
86449	KUNG FU 4 KIDS		RECREATION SERVICES	55.30
	KUNG FU 4 KIDS		RECREATION SERVICES	97.30
	KUNG FU 4 KIDS		RECREATION SERVICES	97.30
	KUNG FU 4 KIDS		RECREATION SERVICES	346.50
86450	LAKE INDUSTRIES	DUMP FEE	GMA-PARKS	120.00
86451	LAKE STEVENS SCHOOL	SCHOOL MITIGATION FEES	SCHOOL MIT FEES	75,072.00
86452	LANGSTON, JEREMIAH &	UB 761282821201 6015 76TH AVE	WATER/SEWER OPERATION	49.55
86453	LASTING IMPRESSIONS	T-SHIRTS FOR SOFTBALL PLAY OFF	RECREATION SERVICES	980.33
86454	LICENSING, DEPT OF	MCINELLY, MARGARET (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MCINELLY, WILLIAM (ORIGINAL)	GENERAL FUND	18.00
86455	MACHUCA, BROOKE/SAUL	UB 983420650000 3420 65TH DR N	WATER/SEWER OPERATION	88.28
86456	MAD SCIENCE	INSTRUCTOR SERVICES	RECREATION SERVICES	1,869.60
86457	MARYSVILLE AWARDS	NAME PLATES FOR COUNCIL	CITY COUNCIL	20.63
86458	MARYSVILLE PRINTING	BUSINESS CARDS	POLICE PATROL	42.30
	MARYSVILLE PRINTING	PROSECUTOR OFFER FORMS	LEGAL - PROSECUTION	99.68
	MARYSVILLE PRINTING	BUSINESS CARDS-HOLLAND	COMMUNITY DEVELOPMENT-	113.92
86459	MARYSVILLE SCHOOL	SCHOOL MITIGATION FEES	SCHOOL MIT FEES	18,790.00
86460	MARYSVILLE, CITY OF	17906 43RD AVE NE-STORMWATER	WATER FILTRATION PLANT	55.12
	MARYSVILLE, CITY OF	15524 SMOKEY PT BLVD-WATER/STO	NON-DEPARTMENTAL	249.65
	MARYSVILLE, CITY OF	6302 152ND ST NE - IRR/GBG	PARK & RECREATION FAC	826.16
	MARYSVILLE, CITY OF	6302 152ND ST NE - WTR	PARK & RECREATION FAC	2,648.54
86461	MCCLELLAND, KIM	REFUND CLASS FEES	PARKS-RECREATION	145.00
86462	MORENO, ARNOLD	INSTRUCTOR SERVICES	RECREATION SERVICES	112.00
	MORENO, ARNOLD		RECREATION SERVICES	269.50
	MORENO, ARNOLD		RECREATION SERVICES	336.00
	MORENO, ARNOLD		RECREATION SERVICES	420.00
	MORENO, ARNOLD		RECREATION SERVICES	1,137.67
86463	MULLIGAN, CAROL	REIMBURSE MILEAGE AND POSTAGE	COMMUNITY DEVELOPMENT-	15.96
86464	MURRAY, SMITH & ASSO	PROFESSIONAL SERVICES	WATER CAPITAL PROJECTS	9,886.52
86465	MURRISH, DONNA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
86466	NELSON PETROLEUM	DIESEL & GASOLINE	MAINTENANCE	969.39
86467	NEXXPOST LLC	INK CARTRIDGE	ENGR-GENL	17.24
	NEXXPOST LLC		UTIL ADMIN	17.24
	NEXXPOST LLC		POLICE INVESTIGATION	17.24
	NEXXPOST LLC		POLICE PATROL	17.24
	NEXXPOST LLC		OFFICE OPERATIONS	17.24
	NEXXPOST LLC		DETENTION & CORRECTION	17.24
	NEXXPOST LLC		OFFICE OPERATIONS	17.24
	NEXXPOST LLC		CITY CLERK	17.25

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 8/8/2013 TO 8/14/2013**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
86467	NEXXPOST LLC	INK CARTRIDGE	EXECUTIVE ADMIN	17.25
	NEXXPOST LLC		FINANCE-GENL	17.25
	NEXXPOST LLC		PERSONNEL ADMINISTRATIO	17.25
	NEXXPOST LLC		UTILITY BILLING	17.25
	NEXXPOST LLC		LEGAL - PROSECUTION	17.25
	NEXXPOST LLC		COMMUNITY DEVELOPMENT-	17.25
86468	NIKE USA INC	DRIVER	GOLF COURSE	112.72
86469	NORTH COAST ELECTRIC	MARKING PAINT,CONDUIT,COUPLERS	TRAFFIC CONTROL DEVICES	52.17
	NORTH COAST ELECTRIC		GMA - STREET	128.18
	NORTH COAST ELECTRIC	EXHAUST GRILL-UV PLC CABINET	WASTE WATER TREATMENT F	144.44
	NORTH COAST ELECTRIC	FILTER FAN-UV PLC CABINET	WASTE WATER TREATMENT F	248.19
86470	NORTH SOUND HOSE	SPRAY GUNS,SOCKETS,PLUGS,ETC	WATER RESERVOIRS	89.71
86471	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WATER FILTRATION PLANT	857.00
	NORTHSTAR CHEMICAL		WATER QUAL TREATMENT	1,222.50
86472	O'TOOLE, MOIRA	REFUND CLASS FEES	PARKS-RECREATION	92.00
86473	OFFICE DEPOT	OFFICE SUPPLIES	COMMUNITY DEVELOPMENT-	19.59
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	39.62
	OFFICE DEPOT		PARK & RECREATION FAC	56.87
	OFFICE DEPOT		COMMUNITY CENTER	79.68
	OFFICE DEPOT		POLICE INVESTIGATION	100.38
	OFFICE DEPOT		POLICE PATROL	130.68
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	169.74
	OFFICE DEPOT		OFFICE OPERATIONS	182.94
	OFFICE DEPOT		DETENTION & CORRECTION	190.90
	OFFICE DEPOT		POLICE PATROL	195.83
	OFFICE DEPOT		POLICE PATROL	346.74
86474	PACIFIC POWER BATTER	ALKALINE PHOTO BATTERIES	STORM DRAINAGE	24.42
86475	PARTS STORE, THE	OIL CAPS	STORM DRAINAGE	20.83
	PARTS STORE, THE	SOAPSTONE,WHEELS & FLAP DISCS	SOLID WASTE OPERATIONS	40.89
	PARTS STORE, THE	BALL BEARINGS	MAINTENANCE	58.04
	PARTS STORE, THE	BELTS & BATTERIES	MAINTENANCE	79.04
	PARTS STORE, THE	MISC. FILTERS	ER&R	252.34
86476	PETROCARD SYSTEMS	FUEL CONSUMED	STORM DRAINAGE	115.35
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	141.26
	PETROCARD SYSTEMS		ENGR-GENL	207.40
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	302.63
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	575.29
	PETROCARD SYSTEMS		PARK & RECREATION FAC	1,597.32
	PETROCARD SYSTEMS		GENERAL SERVICES - OVERH	1,820.64
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	4,656.15
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	6,276.53
	PETROCARD SYSTEMS		POLICE PATROL	8,297.64
86477	PETTY CASH-COMM DEV	MEETING SUPPLIES, VEHICLE REGI	COMMUNITY DEVELOPMENT-	3.25
	PETTY CASH-COMM DEV		COMMUNITY DEVELOPMENT-	8.98
	PETTY CASH-COMM DEV		EQUIPMENT RENTAL	65.50
86478	PIGSKIN UNIFORMS	UNIFORMS-NORRIS/YOUNG	POLICE PATROL	491.87
	PIGSKIN UNIFORMS		PRO ACT TEAM	491.87
	PIGSKIN UNIFORMS	UNIFORMS-GRADY/SWEENEY	DETENTION & CORRECTION	760.90
	PIGSKIN UNIFORMS	UNIFORMS-LAWRENSON/TOLBERT	POLICE PATROL	1,252.77
86479	PUD	ACCT #2047-1749-0	STREET LIGHTING	1.02
	PUD	ACCT #2047-1751-6	STREET LIGHTING	1.90
	PUD		STREET LIGHTING	2.99
	PUD	ACCT #2050-2647-6	STREET LIGHTING	3.05
	PUD		STREET LIGHTING	4.78
	PUD	ACCT #2047-1750-8	STREET LIGHTING	17.42
	PUD	ACCT #2047-1749-0	STREET LIGHTING	19.39
	PUD	ACCT #2047-1750-8	STREET LIGHTING	23.11
	PUD	ACCT #2021-7786-1	PUMPING PLANT	30.50
	PUD	ACCT #2048-2969-1	STREET LIGHTING	51.62
	PUD	ACCT #2026-7070-9	STREET LIGHTING	69.27
	PUD	ACCT #2025-7611-2	STREET LIGHTING	95.32

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 8/8/2013 TO 8/14/2013

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
86479	PUD	ACCT #2033-4458-5	STREET LIGHTING	126.35
	PUD	ACCT #2023-6819-7	PUMPING PLANT	168.99
	PUD	ACCT #2001-6459-8	SOURCE OF SUPPLY	214.49
	PUD	ACCT #2030-0599-6	TRANSPORTATION MANAGEM	311.41
	PUD	ACCT #2026-0420-3	STREET LIGHTING	1,340.95
	PUD	ACCT #2025-7611-2	STREET LIGHTING	1,811.24
	PUD	ACCT #2010-9896-9	PUMPING PLANT	1,895.54
	PUD	ACCT #2026-0420-3	STREET LIGHTING	2,011.44
	PUD	ACCT #2028-8209-8	STREET LIGHTING	8,195.41
	PUD		STREET LIGHTING	12,818.47
86480	PUGET SOUND SECURITY	KEY RING & MASTER LOCKS	WATER SUPPLY MAINS	36.30
86481	RENTAL MANAGEMENT CO	UB 331603000000 15006 45TH DR	WATER/SEWER OPERATION	186.00
86482	RICOH USA, INC.	PRINTER/COPIER RENT	MAINTENANCE	27.68
	RICOH USA, INC.		POLICE PATROL	27.68
	RICOH USA, INC.		COMMUNITY CENTER	27.68
	RICOH USA, INC.		WASTE WATER TREATMENT F	37.86
	RICOH USA, INC.		GENERAL SERVICES - OVERH	87.53
	RICOH USA, INC.		PROBATION	107.52
	RICOH USA, INC.		LEGAL - PROSECUTION	130.98
	RICOH USA, INC.		ENGR-GENL	143.48
	RICOH USA, INC.		POLICE INVESTIGATION	143.91
	RICOH USA, INC.		UTILITY BILLING	178.48
	RICOH USA, INC.		EXECUTIVE ADMIN	185.90
	RICOH USA, INC.		CITY CLERK	199.08
	RICOH USA, INC.		FINANCE-GENL	199.08
	RICOH USA, INC.		PERSONNEL ADMINISTRATIO	206.56
	RICOH USA, INC.		DETENTION & CORRECTION	260.48
	RICOH USA, INC.		MUNICIPAL COURTS	299.18
	RICOH USA, INC.		PARK & RECREATION FAC	345.35
	RICOH USA, INC.		UTIL ADMIN	379.25
	RICOH USA, INC.		COMMUNITY DEVELOPMENT-	592.98
	RICOH USA, INC.		OFFICE OPERATIONS	790.94
86483	RUCHTY, RICK & CHERI	UB 110580000000 4531 94TH PL N	WATER/SEWER OPERATION	22.21
86484	SCHMIESING, TIJA	REFUND CLASS FEES	PARKS-RECREATION	59.00
86485	SEIU HEALTHCARE 775	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
86486	SHAHBAZI, FRED	UB 460190000001 14221 55TH AVE	WATER/SEWER OPERATION	5.40
86487	SHROYER, REBECCA	UB 761337370000 7301 77TH DR N	WATER/SEWER OPERATION	206.29
86488	SIDHU, PRIMAL	UB 849000277802 8010 65TH DR N	WATER/SEWER OPERATION	49.22
86489	SISKUN POWER EQUIPME	POLE SAW PARTS	PARK & RECREATION FAC	278.40
86490	SMOKEY POINT CONCRET	WASHED DRAIN ROCK	STORM DRAINAGE	124.42
	SMOKEY POINT CONCRET	SUPPLIES FOR DAMAGED SIDEWALK	SIDEWALKS MAINTENANCE	515.85
86491	SNO CO TREASURER	CRIME VICTIM/WITNESS FUNDS	CRIME VICTIM	908.80
86492	SNOPAC	DISPATCH SERVICES	COMMUNICATION CENTER	73,948.37
86493	SONITROL	SECURITY SERVICES	PUBLIC SAFETY BLDG.	97.00
	SONITROL		PARK & RECREATION FAC	128.00
	SONITROL		COMMUNITY CENTER	138.00
	SONITROL		WATER FILTRATION PLANT	238.25
	SONITROL		WASTE WATER TREATMENT F	238.41
	SONITROL		ADMIN FACILITIES	323.00
	SONITROL		UTIL ADMIN	406.00
86494	SORIN RESIDENTIAL	UB 200750000000 13332 50TH AVE	WATER/SEWER OPERATION	33.94
86495	SOUND POWER	BAR OIL	STORM DRAINAGE	18.41
86496	SOUND SAFETY	SAFETY SUPPLIES	ER&R	42.04
	SOUND SAFETY	REPLACEMENT JEANS - KING, TIM	UTIL ADMIN	116.79
	SOUND SAFETY	GLOVES	ER&R	160.73
	SOUND SAFETY	SAFETY SUPPLIES	ER&R	231.62
	SOUND SAFETY	SHIRTS W/LOGO	ER&R	278.56
86497	SPARKS, KEVIN	UB 847610000000 7610 83RD DR N	WATER/SEWER OPERATION	15.00
86498	SPRINGBROOK NURSERY	TOPSOIL	PARK & RECREATION FAC	16.69
86499	STATE PATROL	BACKGROUND CHECKS	PERSONNEL ADMINISTRATIO	100.00
86500	SWANK MOTION PICTURE	MOVIE IN THE PARK	COMMUNITY EVENTS	375.77

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 8/8/2013 TO 8/14/2013

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
86501	SWICK-LAFAVE, JULIE	JAIL SUPPLIES	DETENTION & CORRECTION	61.86
86502	TAYLORMADE	GOLF BAGS (4)	GOLF COURSE	562.45
	TAYLORMADE	GOLF BALLS (42 DOZ)	GOLF COURSE	679.14
86503	TITLEIST	DRIVER	GOLF COURSE	171.41
	TITLEIST	GOLF BALLS (24 DOZ)	GOLF COURSE	655.51
86504	TULALIP CHAMBER	BUSINESS BEFORE HOURS	CITY COUNCIL	69.00
86505	TYNER, JENNIFER	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
86506	UNITED PARCEL SERVIC	SHIPPING EXPENSE	SEWER MAIN COLLECTION	10.30
	UNITED PARCEL SERVIC		TRANSPORTATION MANAGEM	32.74
	UNITED PARCEL SERVIC		SEWER MAIN COLLECTION	37.11
	UNITED PARCEL SERVIC		POLICE PATROL	43.43
	UNITED PARCEL SERVIC		POLICE PATROL	98.12
86507	VERIZON/FRONTIER	ACCT #572477380-00001	WASTE WATER TREATMENT F	18.05
	VERIZON/FRONTIER		UTIL ADMIN	18.05
86508	VERIZON/FRONTIER	ACCT #36065347410509955	WASTE WATER TREATMENT F	53.40
	VERIZON/FRONTIER	ACCT #360-658-3358	POLICE PATROL	55.50
	VERIZON/FRONTIER	ACCT #25301134240809105	CENTRAL SERVICES	707.39
86509	VINYL SIGNS & BANNER	AWARDS	EXECUTIVE ADMIN	2,111.79
86510	VOLUNTEERS OF AMERIC	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
86511	WA STATE TREASURER	PUBLIC SAFETY & BLDG REVENUE	GENERAL FUND	953.00
	WA STATE TREASURER		GENERAL FUND	56,083.37
86512	WADE, WENDY	REIMBURSE TRAVEL	POLICE TRAINING-FIREARMS	83.98
86513	WASTE MANAGEMENT	YARDWASTE & RECYCLE SERVICE	RECYCLING OPERATION	90,990.19
86514	WEBBER, NANCY & LERO	UB 690049000000 8127 36TH AVE	WATER/SEWER OPERATION	63.31
86515	WEBCHECK	WEBCHECK SERVICES JULY 2013	UTILITY BILLING	1,155.00
86516	WEED GRAAFSTRA	LEGAL SERVICES	STORM DRAINAGE	52.00
	WEED GRAAFSTRA		GMA - STREET	169.00
	WEED GRAAFSTRA	FORFEITURES-JULY 2013	POLICE INVESTIGATION	170.00
	WEED GRAAFSTRA	LEGAL SERVICES	GMA - STREET	297.49
	WEED GRAAFSTRA		LEGAL-GENL	342.00
	WEED GRAAFSTRA		STORM DRAINAGE	421.00
	WEED GRAAFSTRA		SIDEWALKS CONSTRUCTION	844.25
	WEED GRAAFSTRA		UTIL ADMIN	977.50
	WEED GRAAFSTRA		UTIL ADMIN	1,413.00
	WEED GRAAFSTRA		ROADS/STREETS CONSTRUC	5,259.76
	WEED GRAAFSTRA		LEGAL-GENL	10,609.80
	WEED GRAAFSTRA		UTIL ADMIN	10,609.80
86517	WILBUR-ELLIS	POWDER CLEANER	MAINTENANCE	260.88
86518	WILLETT, GUY^	UB 860940250005 5306 84TH ST N	WATER/SEWER OPERATION	26.77
86519	WISEMAN, JANETTE	INSTRUCTOR SERVICES	RECREATION SERVICES	67.20
	WISEMAN, JANETTE		RECREATION SERVICES	142.80
86520	WOGGE, CHESTER	USED GOLF BALLS	GOLF COURSE	190.00
86521	WOODS, WILLIAM	UB 120120000000 4326 106TH PL	WATER/SEWER OPERATION	13.00
86522	WRIGHT, MICHELLE	REFUND CLASS FEES	PARKS-RECREATION	59.00
86523	WSSUA	UMPIRES FOR SOFTBALL LEAGUE	RECREATION SERVICES	1,452.00
86524	YAMAHA MOTOR CORP	GOLF CART RENTAL	PRO-SHOP	1,164.61
86525	ZEE MEDICAL SERVICE	SYRINGE KEEPERS	ER&R	162.90

WARRANT TOTAL:

668,571.76

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

Index #6

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 9, 2013

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 **August 21, 2013** claims in the amount of **\$797,733.50** paid by **Check No.'s 86526 through 86688 with Check No.'s 74472, 80303, 84759, 85787 and 86383 voided.**

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-8

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 **\$797,733.50 PAID BY CHECK NO.'S 86526 THROUGH 86688 WITH CHECK NO.'s 74472, 80303, 84759, 85787 and 86383 VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

AUDITING OFFICER DATE

MAYOR DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **9th DAY OF SEPTEMBER 2013.**

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 8/15/2013 TO 8/21/2013**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
86526	REVENUE, DEPT OF	SALES AND USE TAXES-JULY 2013	CITY CLERK	0.14
	REVENUE, DEPT OF		INFORMATION SERVICES	14.19
	REVENUE, DEPT OF		COMMUNITY DEVELOPMENT-	16.96
	REVENUE, DEPT OF		POLICE ADMINISTRATION	27.36
	REVENUE, DEPT OF		GOLF COURSE	53.27
	REVENUE, DEPT OF		CITY STREETS	143.13
	REVENUE, DEPT OF		GENERAL FUND	189.80
	REVENUE, DEPT OF		RECREATION SERVICES	491.85
	REVENUE, DEPT OF		ER&R	518.55
	REVENUE, DEPT OF		PRO-SHOP	716.84
	REVENUE, DEPT OF		WATER/SEWER OPERATION	903.58
	REVENUE, DEPT OF		STORM DRAINAGE	4,685.16
	REVENUE, DEPT OF		GOLF COURSE	13,042.41
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	14,230.49
	REVENUE, DEPT OF		UTIL ADMIN	52,185.35
86527	ABELL, NANCY	REIMBURSE MTG SUPPLIES AND MAI	EXECUTIVE ADMIN	11.60
	ABELL, NANCY		PERSONNEL ADMINISTRATIOI	75.00
86528	ALBERTSONS	SUPPLY REIMBURSEMENT	RECREATION SERVICES	7.06
	ALBERTSONS		RECREATION SERVICES	65.38
	ALBERTSONS		RECREATION SERVICES	75.00
	ALBERTSONS		RECREATION SERVICES	288.13
86529	ALL BATTERY SALES &	BATTERY	EQUIPMENT RENTAL	82.06
	ALL BATTERY SALES &	BATTERY (4)	ER&R	386.62
86530	ALLARD, GERALD & CAR	UB 950500000000 1270 CEDAR AVE	WATER/SEWER OPERATION	391.25
86531	ALLWEST UNDERGROUND	STEEL PLATES	ROADWAY MAINTENANCE	1,275.09
86532	AMERICAN CLEANERS	DRY CLEANING	POLICE PATROL	19.53
	AMERICAN CLEANERS		OFFICE OPERATIONS	32.59
	AMERICAN CLEANERS		DETENTION & CORRECTION	43.40
	AMERICAN CLEANERS		POLICE ADMINISTRATION	68.35
86533	AMERICAN PLANNING	2013 APA PLANNING CONFERENCE-H	COMMUNITY DEVELOPMENT-	275.00
86534	AMERICAN WATER WORKS	MEMBERSHIP RENEWAL-LATIMER	WATER DIST MAINS	196.00
86535	AMSAN SEATTLE	JANITORIAL SUPPLIES	PUBLIC SAFETY BLDG.	-338.64
	AMSAN SEATTLE		MAINT OF GENL PLANT	-307.80
	AMSAN SEATTLE		ADMIN FACILITIES	-277.99
	AMSAN SEATTLE		WASTE WATER TREATMENT F	-240.44
	AMSAN SEATTLE		COURT FACILITIES	-209.78
	AMSAN SEATTLE		MAINT OF GENL PLANT	-10.34
	AMSAN SEATTLE		MAINT OF GENL PLANT	10.32
	AMSAN SEATTLE		MAINT OF GENL PLANT	10.34
	AMSAN SEATTLE		ADMIN FACILITIES	43.34
	AMSAN SEATTLE		COURT FACILITIES	43.34
	AMSAN SEATTLE		COURT FACILITIES	209.39
	AMSAN SEATTLE		COURT FACILITIES	209.78
	AMSAN SEATTLE		WASTE WATER TREATMENT F	240.00
	AMSAN SEATTLE		WASTE WATER TREATMENT F	240.44
	AMSAN SEATTLE		ER&R	267.07
	AMSAN SEATTLE		ADMIN FACILITIES	277.48
	AMSAN SEATTLE		ADMIN FACILITIES	277.99
	AMSAN SEATTLE		MAINT OF GENL PLANT	307.23
	AMSAN SEATTLE		MAINT OF GENL PLANT	307.80
	AMSAN SEATTLE		PUBLIC SAFETY BLDG.	338.02
	AMSAN SEATTLE		PUBLIC SAFETY BLDG.	338.64
	AMSAN SEATTLE		UTIL ADMIN	508.29
36536	ANDES LAND SURVEY	BAYVIEW TRAIL EASEMENT	GMA-PARKS	300.00
	ANDES LAND SURVEY	ROW-MARSHALL ELEMENTARY SCHOOL	ENGR-GENL	350.00
36537	ARAMARK UNIFORM	UNIFORM SERVICE	EQUIPMENT RENTAL	19.98
36538	ASHTON, KARI	UB 851110000001 5731 80TH ST N	WATER/SEWER OPERATION	24.59
36539	ASSOC OF SHERIFFS	ASSOCIATE DUES-LAMOUREUX	POLICE ADMINISTRATION	75.00
36540	ATLAS FENCE COMPANY	FENCE RELOCATION	STORM DRAINAGE	6,407.40
36541	BANK OF AMERICA	MEETING REIMBURSEMENT	POLICE ADMINISTRATION	23.00
36542	BANK OF AMERICA	MEAL REIMBURSEMENT	EXECUTIVE ADMIN	45.97

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 8/15/2013 TO 8/21/2013

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
86543	BANK OF AMERICA	SUPPLY REIMBURSEMENT	PARK & RECREATION FAC	47.13
86544	BANK OF AMERICA	TRAINING REIMBURSEMENT	POLICE TRAINING-FIREARMS	151.00
86545	BANK OF AMERICA		CITY CLERK	30.00
	BANK OF AMERICA		EXECUTIVE ADMIN	1,827.00
86546	BANK OF AMERICA	TRAVEL/TRAINING REIMBURSEMENT	POLICE TRAINING-FIREARMS	3,246.65
86547	BENKOMATIC	HARD CASE AND PRO 2-REPLACEMEN	UTILITY LOCATING	4,272.32
	BENKOMATIC	VACTOR REPAIR	WATER MAINS INSTALL	11,875.98
86548	BLUMENTHAL UNIFORMS	UNIFORM-SWEENEY	DETENTION & CORRECTION	110.17
86549	BOYD, RAE	INMATE MEDICAL CARE	DETENTION & CORRECTION	2,105.00
86550	BRIDGESTONE GOLF	GOLF BALLS 6 DZ	GOLF COURSE	124.44
	BRIDGESTONE GOLF	GOLF BALLS 18 DZ	GOLF COURSE	521.10
86551	CALLAHAN, KALEB	MEAL REIMBURSEMENT	ROADWAY MAINTENANCE	14.00
86552	CALLAWAY GOLF	DRIVER CREDIT	GOLF COURSE	-164.00
	CALLAWAY GOLF	GOLF CLUBS	GOLF COURSE	936.49
86553	CAPTAIN DIZZYS EXXON	CAR WASHES	PARK & RECREATION FAC	4.50
	CAPTAIN DIZZYS EXXON		COMMUNITY DEVELOPMENT-	4.50
	CAPTAIN DIZZYS EXXON		CRIME PREVENTION	4.50
	CAPTAIN DIZZYS EXXON		ANIMAL CONTROL	13.50
	CAPTAIN DIZZYS EXXON		POLICE PATROL	135.00
86554	CARDNO - ERI	HYDRANT METER REFUND	WATER/SEWER OPERATION	1,198.60
86555	CARRS ACE	INSECT REPELLENT	ER&R	39.48
	CARRS ACE		ER&R	42.29
86556	CASCADE SEPTIC, LLC	PORTABLE RENTAL AND CLEANING	SOURCE OF SUPPLY	300.92
86557	CENTRAL WELDING SUPP	SAFETY GLASSES (4)	ER&R	17.59
86558	CHUCKANUT GOLF CARS	GOLF CART RENTAL	PRO-SHOP	1,140.00
86559	CNR, INC	MAINTENANCE CONTRACT	COMPUTER SERVICES	1,355.79
86560	COMBS, ARJIN	WATER/SEWER CONSERVATION REBAT	UTIL ADMIN	50.00
86561	COMMERCIAL FIRE	FIRE EXTINGUISHER SERVICE	ER&R	66.57
86562	COOP SUPPLY	QUICK LINK AND CHAIN	SOLID WASTE OPERATIONS	21.35
	COOP SUPPLY	T POSTS AND STRAW	SOURCE OF SUPPLY	1,149.97
86563	COSTLESS SENIOR SRVC	INMATE PRESCRIPTIONS	DETENTION & CORRECTION	313.05
86564	CRAFT MART	FINGER PAINT AND TYE DYE	RECREATION SERVICES	36.10
86565	CRIMINAL JUSTICE	TRAINING-OATES	POLICE TRAINING-FIREARMS	750.00
86566	CRMA INVESTMENTS LLC	UB 982733740000 2733 74TH DR N	WATER/SEWER OPERATION	95.89
86567	CRYSTAL SPRINGS	WATER COOLER RENTAL	WASTE WATER TREATMENT F	191.66
86568	DAILY JOURNAL OF COM	BID AD	SOLID WASTE OPERATIONS	281.20
86569	DB SECURE SHRED	MONTHLY SHREDDING SERVICE	POLICE INVESTIGATION	82.38
	DB SECURE SHRED		POLICE PATROL	82.38
	DB SECURE SHRED		DETENTION & CORRECTION	82.38
	DB SECURE SHRED		OFFICE OPERATIONS	82.40
36570	DEPT OF ENT SRVCS	LICENSE RENEWALS	COMMUNITY DEVELOPMENT-	129.59
	DEPT OF ENT SRVCS		STORM DRAINAGE	129.60
	DEPT OF ENT SRVCS		UTIL ADMIN	129.60
	DEPT OF ENT SRVCS		COMPUTER SERVICES	605.47
	DEPT OF ENT SRVCS		POLICE PATROL	697.21
	DEPT OF ENT SRVCS		IS REPLACEMENT ACCOUNTS	2,400.06
36571	DICKS TOWING	TOWING EXPENSE	EQUIPMENT RENTAL	43.44
	DICKS TOWING	TOWING EXPENSE-MP13-5431	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE-MP13-5459	POLICE PATROL	43.44
36572	DUNLAP INDUSTRIAL	PUMP STATION SUPPLIES	SEWER LIFT STATION	150.54
36573	E&E LUMBER	PAINTING SUPPLIES	ADMIN FACILITIES	8.80
	E&E LUMBER		ADMIN FACILITIES	29.70
	E&E LUMBER	JIGSAW BLADES	WASTE WATER TREATMENT F	39.88
	E&E LUMBER	PLYWOOD AND SCREWS	SOLID WASTE OPERATIONS	81.16
	E&E LUMBER	INSECT REPELLENT, CORD, HANDLE	ER&R	153.70
	E&E LUMBER	BRUSH, INSECT REPELLENT, DEGRE	ER&R	313.26
36574	EAGLE FENCE	CHAIN LINK FENCE INSTALLATION	MAINT OF GENL PLANT	3,366.60
36575	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00

CITY OF MARYSVILLE
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86575	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	20.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	20.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	20.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	30.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	170.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	180.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	180.00
86576	EFFICIENCY	SUPPORT AGREEMENT RENEWAL	MUNICIPAL COURTS	2,257.80
86577	EMERALD HILLS	COFFEE SUPPLIES	BAXTER CENTER APPRE	139.45
86578	ENSOR, BROOKE	WELLNESS REIMBURSEMENT	PERSONNEL ADMINISTRATIO	10.00
86579	ENVIRONMENTAL PRODUC	MONSTER HOSE, WASH GUNS AND EL	WATER/SEWER OPERATION	-479.94
	ENVIRONMENTAL PRODUC	POLES, SKIDS, WASH GUN, LIGHT	WATER/SEWER OPERATION	-189.24
	ENVIRONMENTAL PRODUC		SEWER MAIN COLLECTION	1,194.87
	ENVIRONMENTAL PRODUC		STORM DRAINAGE	1,194.87
	ENVIRONMENTAL PRODUC	MONSTER HOSE, WASH GUNS AND EL	WATER DIST MAINS	2,020.20
	ENVIRONMENTAL PRODUC		STORM DRAINAGE	2,020.20
	ENVIRONMENTAL PRODUC		SEWER MAIN COLLECTION	2,020.21
86580	EVERETT MUNICIPAL	BAIL POSTED	GENERAL FUND	250.00
86581	EVERETT STEEL CO	TUBE AND STEEL	SOLID WASTE OPERATIONS	297.25
86582	FEENEY WIRELESS	MODEMS FOR PATROL CAR ADDITION	IS REPLACEMENT ACCOUNTS	2,945.96
86583	FIDALGO PAVING & CON	PAY ESTIMATE #1	CITY STREETS	-13,255.09
	FIDALGO PAVING & CON		ROADWAY MAINTENANCE	265,101.82
86584	FINLEY, JOSEPH	REIMBURSE MILEAGE	COMPUTER SERVICES	35.22
86585	FOOTJOY	GOLF SHOES	GOLF COURSE	68.72
	FOOTJOY	GOLF SHIRTS	GOLF COURSE	149.00
86586	FOURNIER, CLARICE	UB 987202350000 7202 35TH ST N	WATER/SEWER OPERATION	9.93
86587	G&H AUTO ELECTRIC	ALTERNATOR	EQUIPMENT RENTAL	425.10
86588	GABRIEL SANTANA & D	UB 980098000483 3525 81ST DR N	WATER/SEWER OPERATION	117.06
86589	GENERAL CHEMICAL	ALUMINUM SULFATE	WASTE WATER TREATMENT F	4,325.91
86590	GIBSON TRAFFIC CONSU	SR531 CORRIDOR ANALYSIS	ENGR-GENL	6,390.00
86591	GILBERT, WILLIAM	REIMBURSE EXAM FEES	UTIL ADMIN	177.00
86592	GILLINGS, FRED	WELLNESS REIMBURSMNT	PERSONNEL ADMINISTRATIO	10.00
86593	GLASSCOCK, MARGARET	UB 265722116000 5722 116TH ST	WATER/SEWER OPERATION	16.71
86594	GOBLE SAMPSON ASSOC	QDOS PUMP AND RELATED PARTS	PUMPING PLANT	3,600.82
86595	GOGAL, FRED & LORI	UB 980098000277 4115 79TH AVE	WATER/SEWER OPERATION	103.42
86596	GOVCONNECTION INC	SCANNING BACK UP DRIVE	COMMUNITY DEVELOPMENT-	103.92
	GOVCONNECTION INC	PC HARD DRIVE REPLACEMENTS	COMPUTER SERVICES	164.99
36597	GRANITE CONST	ASPHALT	ROADWAY MAINTENANCE	1,384.93
	GRANITE CONST	ASPHALT AND CSS1 TACH	ROADWAY MAINTENANCE	1,875.80
36598	GRAYBAR ELECTRIC CO	WIRE LABELS	WATER CAPITAL PROJECTS	158.37
36599	GRIFFEN, CHRIS	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	150.00
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	187.50
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	225.00
36600	HACH COMPANY	PROBE AND SC CONTROLLERS	WASTE WATER TREATMENT F	22,759.47
36601	HD FOWLER COMPANY	RETURN ADAPTERS	WATER/SEWER OPERATION	-147.61
	HD FOWLER COMPANY	ADAPTER AND PLUG	ROADSIDE VEGETATION	7.52
	HD FOWLER COMPANY	LIQUID DYE	STORM DRAINAGE	41.44
	HD FOWLER COMPANY	BRASS HARDWARE	WATER/SEWER OPERATION	147.62
	HD FOWLER COMPANY	WELL SUPPLIES	FACILITY REPLACEMENT	179.81
	HD FOWLER COMPANY	TAPES, PAINT AND DUCT TAPE	ER&R	226.80
	HD FOWLER COMPANY	TUBING AND GASKETS	WATER/SEWER OPERATION	490.22
	HD FOWLER COMPANY	VALVE OUTLETS AND BRASS HARDWA	WATER/SEWER OPERATION	543.27
	HD FOWLER COMPANY	COUPLINGS, BRASS AND ADAPTERS	WATER/SEWER OPERATION	583.30
	HD FOWLER COMPANY	WELL SUPPLIES	FACILITY REPLACEMENT	1,971.02
	HD FOWLER COMPANY	HYDRANT SUPPLIES	HYDRANTS INSTALLATION	2,200.78
36602	HEALTH. DEPT OF	ANNUAL WATERSHED FEES	UTIL ADMIN	1,180.00

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**CITY OF MARYSVILLE
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
86603	HERTZ EQUIPMENT RENT	DOZER RENTAL	STORM DRAINAGE	455.58
	HERTZ EQUIPMENT RENT		ROADWAY MAINTENANCE	455.58
	HERTZ EQUIPMENT RENT	FORKLIFT RENTAL	STORM DRAINAGE	465.90
86604	HOKKAIDO DRILLING	PAY ESTIMATE #1	WATER CAPITAL PROJECTS	14,118.00
86605	HUFFMAN, MAGDALENA	UB 042540000001 6329 95TH ST N	WATER/SEWER OPERATION	25.39
86606	HUSKY TRUCK CENTER	CREDIT	EQUIPMENT RENTAL	-29.14
	HUSKY TRUCK CENTER	DEBIT MEMO TO OFFSET REFUND CH	EQUIPMENT RENTAL	29.14
	HUSKY TRUCK CENTER	FREIGHT CHARGE	EQUIPMENT RENTAL	120.45
	HUSKY TRUCK CENTER	SEATS WITH SLIDES	EQUIPMENT RENTAL	588.26
86607	INFORMATION SERVICES	COUNTY FIBER ANNUAL CONTRACT F	COMPUTER SERVICES	600.00
86608	JONES, LARRY R & JUL	UB 826146700000 6146 70TH ST N	WATER/SEWER OPERATION	131.09
86609	JUSTICE SYSTEMS CORP	DIAGNOSE JAIL BOARD FAILURE	DETENTION & CORRECTION	456.12
86610	KELLER SUPPLY COMPAN	FAUCET	WASTE WATER TREATMENT F	131.95
86611	KIM, JENNY	REFUND CLASS FEES	PARKS-RECREATION	28.00
86612	KING, JEREMY	REIMBURSE TRAVEL EXPENSE	POLICE TRAINING-FIREARMS	295.24
86613	KINNEY, PAUL	WELLNESS REIMBURSEMENT	PERSONNEL ADMINISTRATIO	10.00
86614	LAKE INDUSTRIES	ASPHALT HAULED IN	STORM DRAINAGE	20.00
	LAKE INDUSTRIES		WATER DIST MAINS	20.00
	LAKE INDUSTRIES		ROADWAY MAINTENANCE	20.00
	LAKE INDUSTRIES		WATER DIST MAINS	100.00
	LAKE INDUSTRIES		STORM DRAINAGE	100.00
	LAKE INDUSTRIES		ROADWAY MAINTENANCE	100.00
	LAKE INDUSTRIES	FILL HAULED IN	STORM DRAINAGE	180.00
	LAKE INDUSTRIES	TROMMEL SPOILS AND ROCK	STORM DRAINAGE	232.40
	LAKE INDUSTRIES	CONCRETE AND ASPHALT HAULED IN	STORM DRAINAGE	240.00
	LAKE INDUSTRIES		ROADWAY MAINTENANCE	240.00
	LAKE INDUSTRIES	TROMMEL SPOILS AND ROCK	STORM DRAINAGE	240.00
	LAKE INDUSTRIES	ROCK	STORM DRAINAGE	317.86
86615	LAKE STEVEN, CITY	PROFESSIONAL SERVICES-HWY 9 PR	NON-DEPARTMENTAL	375.00
86616	LANGUAGE LINE	LANGUAGE PROFICIENCY TEST	POLICE ADMINISTRATION	130.00
86617	LAYCOCK, GREG & CARR	UB 761359010101 6505 76TH DR N	WATER/SEWER OPERATION	10.94
86618	LES SCHWAB TIRE CTR	TIRES (2)	ER&R	452.93
86619	LICENSING, DEPT OF	ADAMS, KENNETH (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	CUNNINGHAM, CHRISTOPHER (ORIGI	GENERAL FUND	18.00
	LICENSING, DEPT OF	DOUGHERTY, SAMUEL (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	DUREN, TIMOTHY (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	EDIN, STEVEN (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	LERVOLD, RODNEY (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	LIBBY, RICHARD (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MALONE, FORREST (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	PEREZ, JOSEPH (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	PETRIE, DAVID (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	RICARTE, GAIL (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	ROSE, JULIE (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	SOULE, ROBERT (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	WITTENBARGER, LARRY (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	BARNES, JARED (LT RENEWAL)	GENERAL FUND	21.00
	LICENSING, DEPT OF	BRADY, MICHAEL (LT RENEWAL)	GENERAL FUND	21.00
	LICENSING, DEPT OF	STUBRUB, LAWRENCE (LT RENEWAL)	GENERAL FUND	21.00
36620	LOWES HIW INC	RETURN INSULATION	WATER CAPITAL PROJECTS	-8.60
	LOWES HIW INC	INSULATION	WATER CAPITAL PROJECTS	1.43
	LOWES HIW INC	TRIM	LIBRARY-GENL	3.24
	LOWES HIW INC	INSULATION	WATER CAPITAL PROJECTS	8.60
	LOWES HIW INC		WATER CAPITAL PROJECTS	8.60
	LOWES HIW INC		WATER CAPITAL PROJECTS	10.03
	LOWES HIW INC	TUBING AND HARDWARE	PUMPING PLANT	19.44
	LOWES HIW INC	MORTAR MIX	SOURCE OF SUPPLY	25.74
36621	MARYSVILLE PRINTING	FLYERS	CRIME PREVENTION	18.46
	MARYSVILLE PRINTING	ENVELOPES	COMMUNITY CENTER	51.66
36622	MARYSVILLE, CITY OF	UTILITY SERVICE-5300 SUNNYSIDE	SEWER LIFT STATION	53.49
	MARYSVILLE, CITY OF	UTILITY SERVICE-5315 64TH ST N	PARK & RECREATION FAC	200.00

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
86622	MARYSVILLE, CITY OF	UTILITY SERVICE-6120 GROVE STR	LIBRARY-GENL	744.95
	MARYSVILLE, CITY OF	UTILITY SERVICE-1635 GROVE STR	PUBLIC SAFETY BLDG.	2,185.07
86623	MCBRIDE, EDITH^	UB 530180000000 17704 39TH DR	WATER/SEWER OPERATION	49.86
86624	MCLOUGHLIN & EARDLEY	BULB REPLACEMENTS	ER&R	-10.65
	MCLOUGHLIN & EARDLEY	STROBE BULBS	ER&R	-10.12
	MCLOUGHLIN & EARDLEY		ER&R	127.81
	MCLOUGHLIN & EARDLEY	BULB REPLACEMENTS	ER&R	134.54
86625	MESSERLY, CONNIE	WELLNESS REIMBURSEMENT	PERSONNEL ADMINISTRATIO	10.00
86626	MICROFLEX INC	TAX AUDIT PROGRAM-JULY 2013	FINANCE-GENL	104.70
86627	MORENO, ARNOLD	INSTRUCTOR SERVICES	RECREATION SERVICES	75.60
	MORENO, ARNOLD		RECREATION SERVICES	140.00
	MORENO, ARNOLD		RECREATION SERVICES	151.20
	MORENO, ARNOLD		RECREATION SERVICES	179.56
86628	MOTOR TRUCKS	BRAKE SLACK ADJ AND AIR CAN	EQUIPMENT RENTAL	420.98
86629	NATIONAL BARRICADE	SIGNS (36)	TRANSPORTATION MANAGEM	1,843.54
86630	NIELSEN, KEVIN	WELLNESS REIMBURSEMENT	PERSONNEL ADMINISTRATIO	10.00
86631	NIGRO, PETER & MARY	UB 987824290000 7824 29TH PL N	WATER/SEWER OPERATION	97.62
86632	NORTH COAST ELECTRIC	BELDEN WIRE	WATER CAPITAL PROJECTS	191.90
	NORTH COAST ELECTRIC	FAN SPEED CONTROL	WASTE WATER TREATMENT F	361.26
86633	NORTHEND TRUCK EQUIP	ASPHALT GATE INSTALLATION	ROADWAY MAINTENANCE	1,954.80
	NORTHEND TRUCK EQUIP	DUMP TRUCK RAIL INSTALLATION	EQUIPMENT RENTAL	4,344.00
86634	OFFICE DEPOT	OFFICE SUPPLIES	TRANSPORTATION MANAGEM	5.31
	OFFICE DEPOT		STORM DRAINAGE	21.54
	OFFICE DEPOT		ENGR-GENL	54.48
	OFFICE DEPOT		UTILITY BILLING	55.24
	OFFICE DEPOT		ENGR-GENL	57.65
	OFFICE DEPOT		UTIL ADMIN	57.65
	OFFICE DEPOT		POLICE PATROL	57.78
	OFFICE DEPOT	TYPEWRITER	OFFICE OPERATIONS	145.13
	OFFICE DEPOT	OFFICE SUPPLIES	POLICE PATROL	175.11
	OFFICE DEPOT		SEWER PRETREATMENT	176.09
86635	OKANOGAN COUNTY JAIL	INMATE HOUSING-JULY 2013	DETENTION & CORRECTION	1,877.50
86636	PAPER DIRECT	INVITATION SAMPLE	GENERAL FUND	-0.43
	PAPER DIRECT		EXECUTIVE ADMIN	5.43
86637	PARTS STORE, THE	RETURN TRANS FILTERS	ER&R	-62.83
	PARTS STORE, THE	BATTERY CORE REFUND	EQUIPMENT RENTAL	-16.29
	PARTS STORE, THE	STEEL ANGLES	EQUIPMENT RENTAL	24.15
	PARTS STORE, THE	POWER RELAY KITS	EQUIPMENT RENTAL	37.18
	PARTS STORE, THE		EQUIPMENT RENTAL	37.18
	PARTS STORE, THE		EQUIPMENT RENTAL	37.18
	PARTS STORE, THE		EQUIPMENT RENTAL	37.19
	PARTS STORE, THE		EQUIPMENT RENTAL	37.19
	PARTS STORE, THE		EQUIPMENT RENTAL	37.19
	PARTS STORE, THE	SERPENTINE BELTS	EQUIPMENT RENTAL	41.68
	PARTS STORE, THE	FUEL PUMP	EQUIPMENT RENTAL	89.89
	PARTS STORE, THE	LED LIGHT ASSY AND BRACKET	ER&R	115.90
	PARTS STORE, THE	BATTERY W/CORE CHARGE	EQUIPMENT RENTAL	117.21
	PARTS STORE, THE	BACK UP LIGHT, WASHER FLUID AN	ER&R	186.63
	PARTS STORE, THE	EMISSION GAS TESTER	EQUIPMENT RENTAL	393.92
36638	PEACE OF MIND	MINUTE TAKING SERVICE	COMMUNITY DEVELOPMENT-	93.00
36639	PELZER GOLF SUPPLIES	GRIPS	GOLF COURSE	81.45
36640	PERKINS COIE	LEGAL FEES	WASTE WATER TREATMENT F	320.00
36641	PETERSON BROS DRYWAL	DRYWALL REPAIR	WATER DIST MAINS	211.77
36642	PHELPS TIRE CO INC.	TIRE	EQUIPMENT RENTAL	185.16
	PHELPS TIRE CO INC.	TIRES (2)	EQUIPMENT RENTAL	549.79
36643	PINKOS, LIANE	UB 983217000000 3217 66TH AVE	WATER/SEWER OPERATION	134.20
36644	PLATT	CRIMPING TOOL	WATER SERVICES	23.15
	PLATT	WIRE STRIPPER AND CONNECTORS	WATER SERVICES	56.98
	PLATT	FIXTURE	PARK & RECREATION FAC	118.16
	PLATT	TRANSFORMER	SOURCE OF SUPPLY	129.45
	PLATT	FUSES, CRIMPING TOOL AND LIGHT	WATER SERVICES	104.70

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86644	PLATT	DRIVE EXTRACTOR	FACILITY MAINTENANCE	282.58
86645	PREFERRED ELECTRIC	POWER UPS REPAIR-PUBLIC SAFETY	TECHNOLOGY REPLACEMENT	4,769.15
86646	PRENTICE, JOANNE	UB 041010000000 9315 61ST DR N	WATER/SEWER OPERATION	59.06
86647	PUD	ACCT #2011-4209-8	PARK & RECREATION FAC	15.25
	PUD	ACCT #2042-5946-9	TRAFFIC CONTROL DEVICES	32.03
	PUD	ACCT #2042-6034-3	TRAFFIC CONTROL DEVICES	32.03
	PUD	ACCT #2042-6262-0	TRAFFIC CONTROL DEVICES	32.03
	PUD	ACCT #2020-1181-3	PUMPING PLANT	32.88
	PUD	ACCT #2024-2648-2	PUBLIC SAFETY BLDG.	45.65
	PUD	ACCT #2005-0161-7	TRANSPORTATION MANAGEM	46.89
	PUD	ACCT #2000-6146-3	PARK & RECREATION FAC	47.91
	PUD	ACCT #2027-9465-7	TRANSPORTATION MANAGEM	65.95
	PUD	ACCT #2035-0002-0	STREET LIGHTING	75.95
	PUD	ACCT #2042-5421-3	PARK & RECREATION FAC	79.59
	PUD	ACCT #2022-9424-5	SEWER LIFT STATION	89.10
	PUD	ACCT #2025-2469-0	PUMPING PLANT	94.47
	PUD	ACCT #2006-6043-9	STREET LIGHTING	96.58
	PUD	ACCT #2022-8858-5	TRANSPORTATION MANAGEM	97.21
	PUD	ACCT #2023-0330-1	SEWER LIFT STATION	105.81
	PUD	ACCT #2039-9634-3	STREET LIGHTING	108.32
	PUD	ACCT #2012-2506-7	PARK & RECREATION FAC	153.90
	PUD	ACCT #2032-9121-6	GENERAL SERVICES - OVERH	159.35
	PUD	ACCT #2019-0963-7	SEWER LIFT STATION	221.09
	PUD	ACCT #2013-4666-5	SEWER LIFT STATION	374.97
	PUD	ACCT #2027-4261-5	MAINTENANCE	727.49
	PUD	ACCT #2011-4725-3	PUMPING PLANT	1,959.51
	PUD	ACCT #2000-2187-1	COURT FACILITIES	1,993.04
	PUD	ACCT #2016-1747-9	ADMIN FACILITIES	2,478.14
86648	PUGET SOUND ENERGY	ACCT #200007781657	PRO-SHOP	34.99
	PUGET SOUND ENERGY	ACCT #200007052364	MAINT OF GENL PLANT	38.92
	PUGET SOUND ENERGY	ACCT #200013812314	MAINT OF GENL PLANT	41.53
	PUGET SOUND ENERGY	ACCT #200004804056	COURT FACILITIES	45.92
	PUGET SOUND ENERGY	ACCT #200023493808	ADMIN FACILITIES	47.92
	PUGET SOUND ENERGY	ACCT #200024981520	COMMUNITY CENTER	53.69
	PUGET SOUND ENERGY	ACCT #200010703029	PUBLIC SAFETY BLDG.	205.05
86649	PUGET SOUND SECURITY	KEYS MADE	SOURCE OF SUPPLY	37.76
86650	RICOH USA, INC.	PRINTER/COPIER METER READS	WASTE WATER TREATMENT F	5.55
	RICOH USA, INC.		PROBATION	7.68
	RICOH USA, INC.		GENERAL SERVICES - OVERH	11.20
	RICOH USA, INC.		MAINTENANCE	13.22
	RICOH USA, INC.		UTILITY BILLING	17.60
	RICOH USA, INC.		COMMUNITY CENTER	18.29
	RICOH USA, INC.		CITY CLERK	19.63
	RICOH USA, INC.		FINANCE-GENL	19.63
	RICOH USA, INC.		PARK & RECREATION FAC	28.92
	RICOH USA, INC.		MUNICIPAL COURTS	64.65
	RICOH USA, INC.		POLICE PATROL	74.07
	RICOH USA, INC.		PERSONNEL ADMINISTRATIO	75.79
	RICOH USA, INC.		LEGAL - PROSECUTION	101.77
	RICOH USA, INC.		EXECUTIVE ADMIN	107.19
	RICOH USA, INC.		ENGR-GENL	116.65
	RICOH USA, INC.		DETENTION & CORRECTION	128.77
	RICOH USA, INC.		POLICE INVESTIGATION	164.43
	RICOH USA, INC.		UTIL ADMIN	193.36
	RICOH USA, INC.		COMMUNITY DEVELOPMENT-	262.03
	RICOH USA, INC.		OFFICE OPERATIONS	691.81
86651	RYAN HERCO PRODUCTS	RETURN PARTS	WATER CAPITAL PROJECTS	-101.99
	RYAN HERCO PRODUCTS	CONNECTORS (5)	WATER QUAL TREATMENT	42.15
	RYAN HERCO PRODUCTS	BALL CHECK VALVE	WATER QUAL TREATMENT	42.80
	RYAN HERCO PRODUCTS	COLUMN, CONNECTORS AND ADAPTER	WATER QUAL TREATMENT	69.81
	RYAN HERCO PRODUCTS	CALIBRATION COLUMN		

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 8/15/2013 TO 8/21/2013**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
86651	RYAN HERCO PRODUCTS	BALL VALVE (2)	WATER QUAL TREATMENT	119.69
	RYAN HERCO PRODUCTS	BALL CHECK VALVE AND CONNECTOR	WATER QUAL TREATMENT	219.14
86652	SCOTT, ROBERT	MEAL REIMBURSEMENT	EQUIPMENT RENTAL	25.26
86653	SENTINEL OFFENDER SE	EHM SERVICE-JUNE 2013	DETENTION & CORRECTION	897.48
86654	SINGH, JOTESH	UB 331412815000 14900 44TH DR	WATER/SEWER OPERATION	103.05
86655	SISKUN POWER EQUIPME	PUMP REPAIR AND PARTS	SOURCE OF SUPPLY	189.19
86656	SNAP-ON INCORPORATED	CORD REEL	EQUIPMENT RENTAL	180.37
	SNAP-ON INCORPORATED	NUT DRIVER, CHANNEL LOCKS AND	EQUIPMENT RENTAL	379.65
	SNAP-ON INCORPORATED	CHUCKS AND CROWS FEET	EQUIPMENT RENTAL	585.70
86657	SNO CO PUBLIC WORKS	TRAFFIC CONTROL SERVICES	TRAFFIC CONTROL DEVICES	27,690.48
86658	SOLID WASTE SYSTEMS	TAILGATE LATCH AND SNAP RING	EQUIPMENT RENTAL	54.08
86659	SOUND POWER	HEDGE TRIMMER RENTAL	ROADSIDE VEGETATION	581.01
	SOUND POWER	DOC EQUIPMENT RENTALS	STORM DRAINAGE	671.83
	SOUND POWER		GENERAL SERVICES - OVERH	671.84
	SOUND POWER		WATER RESERVOIRS	671.84
86660	SOUND PUBLISHING	LEGAL ADS	CITY CLERK	269.76
86661	SOUND SAFETY	EXCHANGE JEANS DIFFERENCE-ROSE	SOLID WASTE OPERATIONS	-34.56
	SOUND SAFETY	JEANS-SCOTT	EQUIPMENT RENTAL	143.03
86662	SPRINGBROOK NURSERY	GRINDING BRUSH PILE	MAINTENANCE	250.00
	SPRINGBROOK NURSERY		PARK & RECREATION FAC	650.00
	SPRINGBROOK NURSERY		PARK & RECREATION FAC	1,344.40
	SPRINGBROOK NURSERY		ROADSIDE VEGETATION	2,244.40
	SPRINGBROOK NURSERY		STORM DRAINAGE	2,244.40
86663	SRV CONSTRUCTION	PAY ESTIMATE #1	SURFACE WATER CAPITAL PF205,	175.24
86664	STATE PATROL	FINGERPRINT ID SERVICES	COMMUNITY DEVELOPMENT-	26.00
	STATE PATROL		GENERAL FUND	610.50
86665	STRAWBERRY LANES	DAY CAMP BOWLING	RECREATION SERVICES	133.00
86666	SUTHERLAND, CHRIS	TRAINING REIMBURSEMENT	POLICE TRAINING-FIREARMS	82.24
86667	SWANK MOTION PICTURE	MOVIE IN THE PARK	COMMUNITY EVENTS	402.91
86668	SWIFT, LINDA SUE	REFUND CLASS FEES	PARKS-RECREATION	45.00
86669	TECH DEPOT	OFFICE SUPPLIES	POLICE INVESTIGATION	71.40
86670	THYSSENKRUPP ELEVATO	PREVENTATIVE MAINTENANCE	ADMIN FACILITIES	198.71
	THYSSENKRUPP ELEVATO		PUBLIC SAFETY BLDG.	198.71
86671	TRANSPORTATION, DEPT	PROJECT COSTS	ROADS/STREETS CONSTRUC	160.20
	TRANSPORTATION, DEPT		ROADS/STREETS CONSTRUC	160.20
86672	TRANSPORTATION, DEPT	BIA PROJECT COSTS	GMA - STREET	3,580.70
86673	TULALIP TRIBAL COURT	BAIL POSTED	GENERAL FUND	500.00
	TULALIP TRIBAL COURT		GENERAL FUND	1,500.00
86674	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE ADMINISTRATION	42.81
	UNITED PARCEL SERVIC		PUMPING PLANT	45.59
	UNITED PARCEL SERVIC		POLICE PATROL	65.10
86675	UNUM LIFE INSURANCE	LONG TERM INSURANCE	POLICE ADMINISTRATION	15,652.86
86676	VAN DAM'S ABBEY	LAMINATE INSTALLATION	ADMIN FACILITIES	687.17
86677	VERIZON/FRONTIER	PHONE CHARGES	CRIME PREVENTION	7.25
	VERIZON/FRONTIER		ANIMAL CONTROL	7.25
	VERIZON/FRONTIER		LEGAL-GENL	7.25
	VERIZON/FRONTIER		SOLID WASTE CUSTOMER EX	7.25
	VERIZON/FRONTIER		PURCHASING/CENTRAL STOF	7.25
	VERIZON/FRONTIER		CITY CLERK	14.49
	VERIZON/FRONTIER		COMMUNITY CENTER	14.49
	VERIZON/FRONTIER		FACILITY MAINTENANCE	14.49
	VERIZON/FRONTIER		YOUTH SERVICES	21.74
	VERIZON/FRONTIER		PERSONNEL ADMINISTRATIO	21.74
	VERIZON/FRONTIER		EQUIPMENT RENTAL	21.74
	VERIZON/FRONTIER	ACCT #36065150331108105	EXECUTIVE ADMIN	23.25
	VERIZON/FRONTIER	PHONE CHARGES	EXECUTIVE ADMIN	28.98
	VERIZON/FRONTIER		STORM DRAINAGE	28.98
	VERIZON/FRONTIER		GOLF ADMINISTRATION	28.98
	VERIZON/FRONTIER		COMPUTER SERVICES	36.21
	VERIZON/FRONTIER		FINANCE-GENL	36.23
	VERIZON/FRONTIER		RECREATION SERVICES	36.23

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 8/15/2013 TO 8/21/2013

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
86677	VERIZON/FRONTIER	PHONE CHARGES	PARK & RECREATION FAC	36.23
	VERIZON/FRONTIER		LEGAL - PROSECUTION	43.47
	VERIZON/FRONTIER		UTILITY BILLING	50.72
	VERIZON/FRONTIER	ACCT #36065894930725005	POLICE INVESTIGATION	55.18
	VERIZON/FRONTIER	ACCT #36065852920604075	PERSONNEL ADMINISTRATIO	56.00
	VERIZON/FRONTIER	PHONE CHARGES	ENGR-GENL	57.96
	VERIZON/FRONTIER		POLICE INVESTIGATION	57.96
	VERIZON/FRONTIER		GENERAL SERVICES - OVERH	57.96
	VERIZON/FRONTIER		POLICE ADMINISTRATION	65.21
	VERIZON/FRONTIER		OFFICE OPERATIONS	72.46
	VERIZON/FRONTIER		MUNICIPAL COURTS	79.70
	VERIZON/FRONTIER		WASTE WATER TREATMENT F	79.70
	VERIZON/FRONTIER	ACCT #36065894930725005	RECREATION SERVICES	86.60
	VERIZON/FRONTIER	ACCT #36065891800622955	LIBRARY-GENL	107.66
	VERIZON/FRONTIER	PHONE CHARGES	DETENTION & CORRECTION	108.68
	VERIZON/FRONTIER		COMMUNITY DEVELOPMENT-	144.91
	VERIZON/FRONTIER		UTIL ADMIN	144.91
	VERIZON/FRONTIER	ACCT #36065852920604075	MUNICIPAL COURTS	213.15
	VERIZON/FRONTIER	PHONE CHARGES	POLICE PATROL	268.09
86678	WA STATE TREASURER	FORFEITURE Q2-2013	DRUG SEIZURE	648.54
86679	WAGONER, ALLIE	REFUND CLASS FEES	PARKS-RECREATION	28.00
86680	WALKER, ERICK	UB 250010600000 10624 58TH DR	WATER/SEWER OPERATION	17.40
86681	WASTE MANAGEMENT	RECYCLE PILOT PROGRAM	RECYCLING OPERATION	1,189.92
86682	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	LEGAL - PROSECUTION	644.00
86683	WESTERN FACILITIES	JAIL SUPPLIES	DETENTION & CORRECTION	350.90
86684	WHIDBEY ISLAND BANK	RETAINAGE ON PAY ESTIMATE #1	SURFACE WATER CAPITAL PF	9,902.28
86685	WHITE, DAVE	TRAINING REIMBURSEMENT	POLICE TRAINING-FIREARMS	95.29
86686	WILSON, BRANDON	DJ SERVICE-KBCC SPRING CRAFT S	COMMUNITY CENTER	75.00
86687	WILSON, TIFFANY	REFUND CLASS FEES	PARKS-RECREATION	40.00
86688	ZEE MEDICAL SERVICE	FIRST AID KIT SUPPLIES	COURT FACILITIES	136.41
	ZEE MEDICAL SERVICE		POLICE ADMINISTRATION	258.48

WARRANT TOTAL: 799,927.42

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

CHECK # 74472	CHECK LOST IN MAIL	(117.06)
CHECK # 80303	CHECK LOST IN MAIL	(1198.60)
CHECK # 84759	INITIATOR ERROR	(253.26)
CHECK # 85787	EVENT CANCELLED	(600.00)
CHECK # 86383	INITIATOR ERROR	(25.00)

797,733.50

Index #7

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 9, 2013

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 August 5, 2013 payroll in the amount \$1,457,289.75 Check No.'s 26847 through 26897.

COUNCIL ACTION:

Index #8

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 9, 2013

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 August 20, 2013 payroll in the amount \$854,283.69 Check No.'s 26898 through 26942.

COUNCIL ACTION:

Index #13

CITY OF MARYSVILLE
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 9, 2013

AGENDA ITEM: Authorize the Mayor to sign the Interlocal Cooperation Agreement For Inter-Jurisdictional Coordination Relating to Affordable Housing Within Snohomish County	AGENDA SECTION:	
PREPARED BY: Chris Holland, Planning Manager	APPROVED BY:	
ATTACHMENTS: 1. Interlocal Agreement 2. Attachment A (Gates Foundation Support) 3. Attachment B (Budget and Contribution Schedule)		
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

DESCRIPTION:

The “Interlocal Cooperation Agreement for Inter-Jurisdictional Coordination Relating to Affordable Housing Within Snohomish County” is among the cities of Edmonds, Everett, Granite Falls, Lake Stevens, Lynnwood, Marysville, Mill Creek, Mountlake Terrace, Mukilteo, and Snohomish, the town of Woodway; the Housing Authority of Snohomish County (HASCO); and Snohomish County.

The purpose of the agreement is to create a venue for the Parties to undertake planning, cooperation and education in support of the goal of enhancing the supply of affordable housing in Snohomish County and to seek opportunities to leverage resources to support implementation of the housing goals and policies of the state Growth Management Act and the Countywide Planning Policies relating to affordable housing. The term of the agreement will expire on June 30, 2015.

Since 2012 HASCO has provided office space, administrative support, and supplemental staffing support. The Gates Foundation has committed \$50,000 for Fiscal Year (FY) 2013 (August 2013 – June 2014) in order to hire a full-time affordable housing professional. The City of Marysville’s portion for FY2013 would be \$3,613. Beginning FY2014, the cities and County would provide the financial support to fully cover the budget. HASCO would continue to provide the office space, administrative support, and supplemental staffing as an ongoing responsibility.

RECOMMENDED ACTION:

Staff recommends City Council authorize the Mayor to sign the “Interlocal Cooperation Agreement for Inter-Jurisdictional Coordination Relating to Affordable Housing Within Snohomish County”

COUNCIL ACTION:

**INTERLOCAL COOPERATION AGREEMENT FOR INTER-JURISDICTIONAL
COORDINATION RELATING TO AFFORDABLE HOUSING WITHIN SNOHOMISH
COUNTY**

This Interlocal Agreement ("Agreement") is made and entered into by and among the cities of Edmonds, Everett, Granite Falls, Lake Stevens, Lynnwood, Marysville, Mill Creek, Mountlake Terrace, Mukilteo, and Snohomish, and the town of Woodway, all of which are municipal corporations organized under the laws of the State of Washington; the Housing Authority of Snohomish County, a public housing authority organized under Ch. 35.82 RCW; and Snohomish County, a political subdivision of the State of Washington (herein each referred to individually as a "Party" and collectively as the "Parties"). This Agreement is made pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, and has been authorized by the governing body of each Party. The Parties agree as follows:

RECITALS

WHEREAS, the Parties have a common goal to facilitate the availability of housing within Snohomish county and their respective jurisdictions that meets the needs of all income levels; and

WHEREAS, the Parties desire to provide a common foundation for housing policies and programs in Snohomish County and to complement—without duplication of or conflict with—the efforts of existing governmental and non-governmental organizations to address housing needs in Snohomish county; and

WHEREAS, the Parties further desire to act cooperatively (1) to educate and provide technical expertise in support of the affordable housing goals and policies of the Parties, as communities in Snohomish county; (2) to foster efforts to provide affordable housing by encouraging funding of housing projects from any combination of public, non-profit, and private-sector resources; (3) to seek opportunities to leverage resources to support implementation of the housing goals and policies of the state Growth Management Act and the Countywide Planning Policies relating to affordable housing; and (4) to accomplish the foregoing purposes efficiently and expeditiously; and

WHEREAS, the Parties have determined that one efficient and expeditious method for addressing affordable housing needs in Snohomish county is through the cooperative action by the Parties contemplated by this Agreement; and

WHEREAS, this cooperative undertaking is not intended to duplicate or to be in conflict with efforts of public, private, and non-profit corporations and other entities, including the Parties, already providing affordable housing-related services;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Purpose. The purpose of this Agreement is to create a venue for the Parties to

undertake planning, cooperation and education in support of the goal of enhancing the supply of affordable housing in Snohomish county.

2. Term. This Agreement shall be effective when it has been both (a) executed by the Parties and (b) filed in the offices of the Snohomish County Auditor. The term of this Agreement will expire on June 30, 2015, unless:

(a) the Agreement is terminated earlier by action of the Parties in accordance with Section 7(a) hereof; or

(b) a simple majority of the Joint Board membership vote to extend the Agreement prior to March 31, 2015. The Parties may continue to vote in this manner to extend the Agreement in two (2) year increments prior to March 31st of the final year of each term.

3. Governance. To accomplish the purpose of this Agreement, a Board of representatives from the Parties is hereby created (the "Joint Board"). The Joint Board shall have policy-making and oversight authority over the activities undertaken in this Agreement. The cooperative undertaking of the signatories to this Agreement shall be known as the Alliance for Housing Affordability ("Joint Board" or "AHA").

(a) Representatives. The Joint Board shall consist of authorized representatives of the Parties. Each Party shall appoint one individual to act as its Representative. No later than 30 days following the effective date of this Agreement and thereafter no later than January 31 of each calendar year, each Party shall provide notice in writing to the other Parties of the identity and contact information for its Representative.

(b) Alternates. Each Party may designate one individual to serve in the place of its Representative on the Board during the Representative's absence or inability to serve. If an Alternate is designated by a Party, the Party shall notify the Joint Board in the manner described in subparagraph (2)(a) above.

(c) Meetings. A quorum of the Board shall consist of a simple majority of the Representatives (or Alternates serving in their stead) being present at the meeting.

(i) All meetings of the Board shall be open to the public and held in accordance with the Open Public Meetings Act, Chapter 42.30 RCW (the "OPMA").

(ii) Subject to the provisions of this Agreement and the OPMA, the Joint Board shall establish procedures for operations, meetings, and the frequency of meetings, provided that the Board shall meet not less often than quarterly.

(iii) Meetings of the Board shall be conducted according to Robert's Rules of Order, except when the Board agrees to waive or suspend those Rules. The Board shall provide for written minutes of all meetings of the Board.

(d) Voting. Action taken by the Board shall be by majority vote of those Representatives present (including Alternates serving in the absence of the appointed Representatives) except that a change in the Administrative Agency appointed shall require an affirmative vote of at least the majority of the Joint Board membership.

(e) Officers of Joint Board. The Representatives shall each year elect from their number a Chair and Vice Chair. The Chair shall set the agenda, preside over all meetings of the Board, and shall, with the assistance of the Administrative Agency, process issues, organize meetings, and provide for administrative support as required by the Joint Board. The Vice Chair shall fulfill the duties of the Chair in the absence, incapacity or resignation of the Chair.

4. Authorized Actions of the Joint Board. The Parties agree that the Joint Board shall have the authority to:

- (a) Develop housing information to assist local elected officials;
- (b) Provide technical assistance to Parties for their use in developing and implementing local housing policies, programs and regulations;
- (c) Educate on housing issues, and resources available to assist in the development and retention of affordable housing;
- (d) Propose to the Parties methods for attracting additional public, private, and not-for-profit investment into affordable housing, including by coordinating, leveraging or contributing local resources;
- (e) Identify opportunities for retention of existing sustainable housing;
- (f) Support, on a planning and technical assistance level, the activities of Parties in aid of the construction of affordable housing;
- (g) Discuss and bring forward proposals for cooperation among the Parties in promoting affordable housing, which shall be referred to the governing bodies of the Parties for consideration;
- (h) Monitor legislative and regulatory activities related to affordable housing at the state and federal levels;
- (i) Research model programs, develop draft legislation, prepare briefing materials, and make presentations to planning commissions and councils upon request by a

Party;

(j) Develop technical information about standard regulatory agreements acceptable to private and public financial institutions to facilitate the availability of funding for private and public projects containing affordable housing;

(k) Recommend an annual budget for approval by the governing body of each Party, which shall detail the authorized expenditures for the coming fiscal year;

(l) Establish an annual work-plan, specifying the activities planned for the coming fiscal year, to accompany the recommended annual budget;

(m) Submit an annual report to the governing body of each Party, apprising that Party of the tasks undertaken and accomplishments of the Joint Board in the previous fiscal year;

(n) Take other appropriate and necessary action to carry out the purposes of this Agreement, provided that any commitment of resources outside the scope of the annual budget or policies not within the annual work plan shall be subject to the ultimate approval of the governing bodies.

(5) BUDGET; APPROPRIATIONS; OTHER FISCAL MATTERS.

(a) Fiscal Year. The Joint Board shall operate for budgeting and expenditure purposes on the basis of a fiscal year beginning July 1 and ending the following June 30.

(b) Initial Year of the Agreement. The Parties have appropriated funds for the first year's budget of the Joint Board. The appropriated funds are shown on Attachment A to this Agreement. Upon execution of this Agreement, the Administering Agency may bill each Party for the committed funds and deposit them in the Operating Fund (see Paragraph 5(d) below). Funds granted for the purposes of this Agreement from the Gates Foundation (also shown on Attachment A) will also be deposited in the Operating Fund. The budget and work plan for the fiscal year July 1, 2013 through June 30, 2014 is shown on Attachment B.

(c) Proposed Annual Budget. For the fiscal year July 1, 2014 through June 30, 2015, the Joint Board shall recommend a Joint Board annual operating budget, proposed work plan, and annual report for submission to the governing body of each Party by September 1, 2013. For each fiscal year thereafter, the Joint Board shall recommend a Joint Board annual operating budget, proposed work plan, and annual report for submission to the governing body of each Party by June 1 of the preceding calendar year.

(i) The recommended operating budget shall include, but not be limited to,

reimbursements to the Administrative Agency for staff support, consultant, vendor and contractor costs and other costs for the work plan, and shall contain itemizations of all categories of budgeted expenses.

(ii) Each Party's proposed contribution shall be calculated as a percentage of the entire proposed budget, with that percentage determined on a per capita basis after factoring for available funds from grants and carryover of unspent funds from a previous budget.

(d) Authorization by Parties; Revisions. Upon receipt of the Joint Board-proposed budget, each Party shall consider approval and appropriation of its share of the proposed budget for the upcoming Fiscal Year in order to determine the amount of its payment to the Operating Fund. A Party's contribution may consist, in whole or in part, of in-kind services, if approved in the Final Budget. If any Party does not approve and appropriate its share of the Joint Board-proposed budget, it shall notify the Board, through the Party's Representative, of the amount it would be willing to approve and appropriate. The Joint Board shall then reconsider the budget and work plan and make adjustments accordingly. The revised budget will then be resubmitted to the Parties for consideration. The Parties acknowledge and agree that no commitment to pay any Party's share of a Joint Board-budgeted amount shall be effective absent an appropriation of funds by the legislative body of that Party in accordance with state and local law.

(e) Adoption of Final Budget. Upon approval of a budget and appropriation of their respective shares by the legislative bodies of all Parties, the Joint Board shall adopt the final budget and begin implementation of the work plan. The budget shall be adopted by the Joint Board no later than the March 31 preceding the commencement of the next-ensuing Fiscal Year.

(f) Billings; Payments. The Fiscal Agent shall mail billings based on the approved budget to each Party by no later than the April 30 preceding each Fiscal Year. Payments shall be due from the Parties by no later than June 15 and shall be deposited by the Administrative Agency upon receipt into the Operating Fund.

(g) Budget Amendments. No approved Joint Board budget shall be modified unless and until approved by the legislative bodies of the Parties and the Board in accordance with the procedures set forth in subsections (b)-(d) above, except that the Board may make modifications to the budget that carry out the work program so long as the total amount of the budget is not increased.

(h) No Other Charges. Except for the annual payments based upon an approved budget as set forth above, no separate dues, charges, or assessments shall be recommended to the Parties except upon affirmative vote of at least a majority of the membership of the Board.

6. Administration. The Joint Board shall appoint an Administrative Agency who is willing and capable of providing fiscal, technical and administrative support to the Joint Board.

(a) Duties of Administrative Agency. The Administrative Agency shall provide services, including but not limited to:

- (i) administrative support for Board meeting (including preparing meeting notices, agendas and minutes);
- (ii) responding to requests for public records;
- (iii) conducting audits;
- (iv) procuring and entering into contracts with consultants, vendors or other contractors on behalf of the Parties;
- (v) developing a proposed annual work plan and budget for Board consideration;
- (vi) serving as fiscal agent to the Joint Board, provided that the Joint Board may appoint a separate Party to be the “Fiscal Agent” or “Fiscal Agency” in accordance with the procedure set out in subsection (6)(i), and the duties set out in subsection (c), (d), (e), and (g) of this section will apply to the separate Fiscal Agency;
- (vii) applying for grants; and
- (viii) providing such other services as the Board directs and are within the authority of this Agreement and the Board-adopted work plan and budget.

(b) Administrative Agency Actions in Conformity with Its Internal Policies and Procedures. At all times, the Administrative Agency shall comply with applicable legal authorities. This shall include following the Administrative Agency's own internal processes applicable to comparable actions taken on its own behalf, including its contracting and procurement policies. At each regular meeting of the Board, the Administrative Agency shall report on the status of its activities including contracting, grant applications and any proposed changes to the Board-adopted work plan and budget.

(c) Fiscal Agent. The Fiscal Agent, or Administrative Agency acting as the fiscal agent, shall receive and deposit into, and expend funds from, the Operating Fund created by Section 6(d) hereof for Joint Board purposes only. At all times, the Fiscal Agent and Administrative Agency shall comply with applicable legal authorities and its own internal processes regarding its action. At each regular meeting of the Board, the Fiscal Agent and Administrative Agency shall report on the status of its activities including Operating Fund receipts and expenditures.

(d) Operating Fund. The Fiscal Agent or Administrative Agency acting as the Fiscal Agent shall establish a fund which shall constitute the “operating fund of the Joint Board” for purposes of RCW 39.34.030(4)(b) and is herein referred to as the Operating Fund. All funds received on behalf of the Joint Board shall be deposited in the Operating Fund and all costs and reimbursements paid on behalf of the Joint Board shall be paid from the Operating Fund. At the Fiscal

Agent's sole discretion, the Operating Fund may be established as an administrative fund or sub-fund within an existing fund. The Parties agree that interest will not accrue on the Operating Fund.

(e) Accounting. Budgeting procedures and records shall conform to generally accepted accounting principles and to the State Auditor's budget, accounting and reporting ("BARS") manual, and shall be subject to disclosure and audit as provided by applicable law.

(f) Services and Reimbursement. The Administrative Agency shall be reimbursed for its costs in providing the services required as Administrative Agency.

(i) The Administrative Agency will provide qualified staffing for technical and administrative services to the Joint Board. After considering the advice and recommendations of the Joint Board, the Administrative Agency will designate a level of qualified staffing necessary to carry out the Board's annual work plan consistent with the approved budget in order to provide technical and administrative services as set out by the Joint Board work plan.. Designated staff rendering services hereunder shall be considered employee(s) of the Administrative Agency for all purposes. The Administrative Agency shall be responsible for all aspects of the staff's employment including but not limited to wages, benefits, performance, discipline and termination. The Administrative Agency shall address staffing issues within sixty (60) days of a receipt of a written request from the Joint Board outlining the reasons for said request. Any written request related to staffing shall be delivered to the Administrative Agency personally or by certified or registered mail.

(ii) The Administrative Agency shall be reimbursed for the wages of designated staff providing services that are related to and required to carry out the duties of the Administrative Agency as set out in the annual budget and work plan.

(iii) Any contract expenditures or other costs incurred by the Administrative Agency at the direction of the Joint Board or required under this Agreement shall also be reimbursed, and such costs shall be reflected in the annual budget and work plan.

(g) Liabilities of Fiscal Agent, Administrative Agency; Late Payments; Failures to Pay. The Fiscal Agent or Administrative Agency may not incur costs that exceed the approved budget and shall not be obliged to incur costs or advance its own funds if the Operating Fund balance is not sufficient to cover costs payable from the Operating Fund. In the event that one or more Parties do not remit payment within the timeframes prescribed by this Agreement, the Fiscal Agent or Administrative Agency may, but is not obliged to, make a payment to avoid

breach of an obligation with an outside party such as a consultant, vendor or contractor. Each Party shall be responsible and liable to the other Parties for interest and other costs, claims or liabilities of any kind that result from late payment by the Party, and the late-paying Party shall defend, indemnify and hold harmless the other Parties from such costs, claims or liabilities resulting from the late payment. For clarification and without limiting the foregoing, the late-paying Party will be responsible for any late payment charges. In the event that a Party fails to pay its individual share of the Board's adopted final budget, the other Parties may also seek a judgment against said Party. Any costs incurred to seek the judgment and recover costs will be charged in full against the responsible Party.

(h) Initial Appointment. The initial Administrative Agency shall be the Housing Authority of Snohomish County.

(i) Change in Administrative Agency. The Administrative Agency may be changed by a majority vote of the majority of the membership in the Joint Board. The Administrative Agency may resign from its appointment on ninety (90) days written notice.

7. Termination of Agreement.

(a) By Affirmative Vote. This Agreement may be terminated at any time by affirmative vote of a majority of the Joint Board Representatives.

(b) Withdrawal. Any Party may withdraw from this Agreement and thereby terminate its participation in the Agreement by providing 90 days' prior written notice to every other Party and to the Joint Board. Upon withdrawal, any contributions previously authorized by the governing body of the Party for that fiscal year shall remain in the Operating Fund, to meet any obligations incurred in reliance upon the approved Budget. In the event any Party fails to approve and appropriate funds to pay for the next fiscal year's budget by March 1 of any year, such Party shall be deemed to have provided notice of withdrawal effective upon June 30 of the then current fiscal year. Additionally, should the Housing Authority of Snohomish County cease to be the Administrative Agency, by vote or resignation, the Housing Authority of Snohomish County will be deemed to have submitted a notice of withdrawal pursuant to the provisions of this subsection.

(c) Expiration. This Agreement shall expire automatically if the Joint Board fails to vote to extend prior to the expiration date as set forth in section 2(b) of this Agreement, or if there is less than three remaining Parties.

(d) Acts Upon Termination. Upon termination of this Agreement, the Joint Board shall be dissolved and the Board shall establish a plan of dissolution for payment of outstanding bills and obligations, payment of ongoing obligations incurred prior to dissolution and other terms to wind up the affairs of the Joint

Board. All assets and liabilities of the Joint Board shall be dispensed with [and property acquired or set aside during the life of the Agreement shall be disposed of in the following manner:

- (i) all assets contributed without charge by any Party shall revert to the contributing Party;
- (ii) all assets acquired by the administering agency for the purpose of carrying out the work of the Joint Board and purchased by the Parties contributions during the term of the Agreement shall be distributed to the Parties based on each Party's pro rata contribution to the overall budget during the fiscal year the asset was acquired;
- (iii) any liability remaining after the application of unencumbered funds shall be dispensed consistent with the approved budget as determined by the Board; and
- (iv) except as provided by this Agreement, all unexpended and unencumbered funds held in the Operating Fund shall be distributed by the Fiscal Agency to the Parties based on each Party's pro rata contribution to the overall budget in effect at the time the Agreement is terminated.

8. Indemnification and Hold Harmless.

(a) Each Party shall, indemnify and hold other Parties (including without limitation the Party serving as, and acting in its capacity as the Administering Agency), their officers, officials, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of that Party's wrongful acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries or damages are caused by another Party. In the event of recovery due to the aforementioned circumstances, the Party responsible for any such wrongful acts or omissions shall pay any judgment or lien arising therefrom, including any and all costs and reasonable attorneys fees as part thereof. In the event more than one Party is held to be at fault, the obligation to indemnify and to pay costs and attorneys fees, shall be only to the extent of the percentage of fault allocated to each respective Party by a final judgment of the court.

(b) Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of a Party hereto (including without limitation the Party serving as, and acting in its capacity as, the Administering Agency), its officers, officials, employees, and volunteers, the Party's liability hereunder shall be only to the extent of the Party's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Party's waiver of immunity under Industrial Insurance Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the Parties.

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

(c) Each Party (including without limitation the Party serving as, and acting in its capacity as the Administering Agency) shall give the other Parties proper notice of any claim or suit coming within the purview of these indemnities.

(d) Notwithstanding any provision in this Agreement to the contrary, the provisions of this section shall remain operative and in full force and effect, regardless of the withdrawal or termination of any Party or the termination of this Agreement for the duration of any applicable statute of limitations

9. Insurance. The Joint Board, the Fiscal Agency, and the Administering Agency shall take such steps as are reasonably practicable to minimize the liability of the Parties associated with their participation in this Agreement, including but not limited to the utilization of sound business practices. The Board shall determine which, if any, insurance policies may be reasonably practicably acquired to cover the operations of Joint Board and the activities of the Parties pursuant to this Agreement (which may include general liability, errors and omissions, fiduciary, crime and fidelity insurance), and shall direct the acquisition of same.

10. Dispute Resolution. Whenever any dispute arises between the Parties or between a Party or Parties, the Board, or the Administering Agency (referred to collectively in this Section as the “parties”) under this Agreement which is not resolved by routine meetings or communications, the parties agree to seek resolution of such dispute in good faith by meeting, as soon as feasible. The meeting shall include the Chair of the Board, the Vice-Chair, and the representative(s) of the Parties involved in the dispute. If the parties do not come to an agreement on the dispute through this process, any party may pursue mediation through a process to be mutually agreed to in good faith between the parties within 30 days, which may include binding or nonbinding decisions or recommendations. The mediator(s) shall be individuals skilled in the legal and business aspects of the subject matter of this Agreement. The parties to the dispute shall share equally the costs of mediation and assume their own costs. If the Parties are not able to resolve the dispute through the above process, or conduct or resolve the dispute through mediation, then any Party may pursue whatever legal remedies may be available.

11. Public Records; Confidential Information.

(a) Application of PRA. All records related to this Agreement or the Joint Board will be available for inspection and copying under the provisions of the Public Records Act, Chapter 42.56 RCW (the “PRA”), subject to any exemptions or limitations on disclosure.

(b) Confidential Information. If a Party considers any portion of a record it provides another Party under this Agreement, whether in electronic or hard copy

form, to be protected from disclosure under law, the Party shall clearly identify any specific information that it claims to be “Confidential.” A Party receiving a request for a record marked as Confidential shall notify the other Parties of the request and the date that such record will be released to the requester unless another Party obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If another Party fails to timely obtain a court order enjoining disclosure, the receiving Party will release the requested information on the date specified. No Party shall be liable for any records that the Party releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

12. Limitations. Nothing in this Agreement shall be construed or applied in a manner that:

(a) Is inconsistent with or intrudes upon other contractual agreements of the Parties including, but not limited to, the interlocal cooperation agreements between Snohomish County and various cities for urban county consortium qualification under the United States Department of Housing and Urban Department Community Development Block Grant Program and HOME Investment Partnership Program; or

(b) Authorizes or permits the Joint Board to lobby or to attempt to gain preferential treatment in processes conducted by any of the Parties to award federal, state or local funds for affordable housing.

13. Notices.

(a) To the Joint Board. Any notice to the Joint Board shall be in writing and shall be addressed to the Chair of the Board and to the Administrative Agency.

(b) To a Party. Any notice to a Party shall be to the Representative and Alternate, if any, of that Party.

(c) Methods of Notice. Any notice may be given by certified mail, overnight delivery, facsimile, telegram, or personal delivery. Notice is deemed given when delivered. Email may be used for notice that does not allege a breach or dispute under this Agreement.

(d) Notice Addresses of Parties. The following contact information for each Party shall apply until amended in writing by a Party providing new contact information to each other Party, the Chair of the Board, and the Administrative Agency, if any:

City of Edmonds

Robert Chave, Development Services
 121 5th Ave. N
 Edmonds, WA 98020
 Phone (425) 771-0220
 Facsimile (425) 771-0221
 Planning@Edmondswa.gov

City of Everett

Dave Koenig, Planning
 2930 Wetmore Ave., Suite 8A
 Everett, WA 98201
 Phone (425) 257-8736
 Facsimile (425) 257-8742

City of Granite Falls

Sheikh Haroon Saleem, Mayor and Ray Sturtz, City Planner
 206 S. Granite Ave, PO Box 1440
 Granite Falls, WA 98252
 Phone (360) 691-6441
 Facsimile (360) 691-6734

City of Lake Stevens

Rebecca Ableman, Planning and Community Development Director
 1812 Main Street, PO Box 257
 Lake Steven, WA 98258
 Phone (425) 377-3229
 Facsimile (425) 212-3327
 bableman@lakestevenswa.gov

City of Lynnwood

Don Gough, Mayor and Paul Krauss, CD Director
 PO Box 5008
 Lynnwood, WA 98046-5008
 Phone (425) 670-5401
 Facsimile (425) 771-6585
 pkrauss@ci.lynnwood.wa.us

City of Marysville

Gloria Hiroshima
 [1049 State Avenue
 Marysville, WA 98270
 Phone (360) 363-8000
 Facsimile (360) 651-5033
 ghirashima@marysvillewa.gov

City of Mill Creek

Tom Rogers, Director of Community Development
 15728 Main Street
 Mill Creek, WA 98012
 Phone (425) 745-1891
 Facsimile (425) 745-9650
 tom@cityofmillcreek.com

City of Mountlake Terrace

Shane Hope
 6100 219th St. SW, Suite 200
 Mountlake Terrace, WA 98043
 Phone (425) 744-6281
 Facsimile (425) 775-0420
 shope@ci.mlt.wa.us

City of Mukilteo

Mayor and Planning Director
 11930 Cyrus Way
 Mukilteo, WA 98275
 Phone (425) 263-8017
 Facsimile (425) 212-2068
 mayor@ci.mukilteo.wa.us

City of Snohomish

Larry Bauman, City Manager
 City of Snohomish
 116 Union
 Snohomish, WA 98290
 Phone (360) 568-3115
 Facsimile (360) 568-1375
 bauman@ci.snohomish.wa.us

Town of Woodway

Mayor Carla Nichols
 23920 113th Pl. W
 Woodway, WA 98020
 Phone (206) 542-4443
 Facsimile (206) 546-9453
 Mayor@townofwoodway.com

Housing Authority of Snohomish County

Executive Director
 12625 4th Avenue W. Suite 200
 Everett, WA 98204
 Phone (425) 290-8499
 Facsimile (425) 290-5618
 rdavis@hasco.org

Snohomish County

Mary Jane Brell Vujovic, Division Manager
 Housing and Community Services
 3000 Rockefeller Ave., M/S 305
 Everett, WA 98201
 Phone (425) 388-7116
 Facsimile (425) 259-1444
 maryjane.brell@snoco.org

14. General Provisions.

(a) Rights and Obligations Reserved; MOU Superseded. This Agreement reserves to each Party and shall not be construed to be in derogation of any rights, powers, privileges, authority, liability, obligations and duties set forth in or provided by any previous agreement executed by a Party relating in any way to affordable housing, except that the Memorandum of Understanding dated September 21, 2011, by and among the Housing Authority of Snohomish County, the cities of Edmonds, Everett, Granite Falls, Lake Stevens, Lynnwood, Marysville, Mill Creek, Mountlake Terrace, Mukilteo, Snohomish, Sultan and the town of Woodway (the "MOU"), shall be deemed terminated pursuant to section 2.6.B of the MOU and shall be of no force and effect upon the effective date of this Agreement.

(b) Access to Records. To the extent permitted by law, all records, accounts and documents relating to matters covered by this Agreement shall be subject to inspection, copying, review or audit by the Washington State Auditor or any Party. Upon reasonable notice, during normal working hours, each Party shall provide auditors from the Washington State Auditor or the other Parties with access to its facilities for copying said records at their expense.

(c) No Third Party Beneficiaries. This Agreement is for the benefit of the Parties only, and no third party shall have any rights hereunder.

(d) Venue. The venue for any action related to this Agreement shall be in Superior Court in and for Snohomish County, Washington at Everett.

(e) Severability. If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect. If the invalidated provision is essential to the benefit of the Parties' bargain, the Parties will in good faith negotiate a replacement provision to make the Parties whole to the greatest extent possible.

15. Execution. This Agreement may be executed in multiple counterparts and, if so signed, shall be deemed one integrated Agreement. The undersigned signatories represent that they are authorized to execute this Agreement on behalf of the respective Party for which they have signed below.

SNOHOMISH COUNTY

Approved as to form

By: _____
Signature Date

By: _____
Signature Date

Its: _____

Its: _____

CITY OF EDMONDS

Approved as to form

By: _____
Signature Date

By: _____
Signature Date

Its: _____

Its: _____

CITY OF EVERETT

Approved as to form

By: _____
Signature Date

By: _____
Signature Date

Its: _____

Its: _____

CITY OF GRANITE FALLS

Approved as to form

By: _____
Signature Date

By: _____
Signature Date

Its: _____

Its: _____

CITY OF LAKE STEVENS

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF LYNNWOOD

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF MARYSVILLE

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF MILL CREEK

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF MOUNTLAKE TERRACE

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF MUKILTEO

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF SNOHOMISH

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

TOWN OF WOODWAY

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

HOUSING AUTHORITY OF SNOHOMISH COUNTY

By: _____
Signature Date

Its: _____

Approved as to form:

By: _____
Signature Date

Its: _____

HOUSING AUTHORITY OF SNOHOMISH COUNTY

12625 - 4th Avenue W., Suite 200 • Everett, Washington 98204
 (425) 290-8499 or (425) 743-4505
 TDD (425) 290-5785 • FAX (425) 290-5618

June 22, 2012

Mr. David Bley
 Director, Pacific Northwest Initiative
 Bill and Melinda Gates Foundation
 PO Box 23350
 Seattle, WA 98102

**RE: GATES FOUNDATION SUPPORT FOR
 SNOHOMISH COUNTY INTER-JURISDICTIONAL HOUSING COMMITTEE**

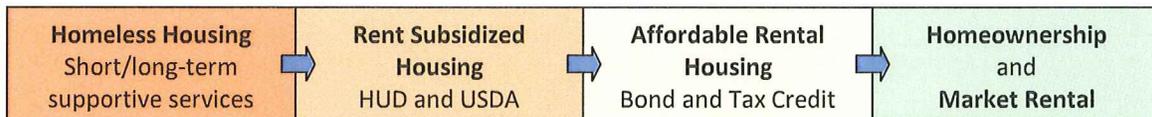
Dear David:

I am sorry it has taken so long to put this together. As we discussed a few months ago, Snohomish County continues to evolve in the creation of its vehicles to address affordable housing issues, and homelessness in particular.

The Sound Families Initiative and the current Investing in Families Initiative have brought private philanthropy, government, non-profits and private citizens together to combat homelessness and create systems change. These two initiatives have been instrumental in providing the necessary resources and developing the capacity of stakeholders in the community. The initiatives addressed the need for supportive services and housing and have made clear the need for both to effectively serve homeless families.

On a parallel track, the Housing Consortium of Everett and Snohomish County was formed by interested non-profit developers with the support of local government, the County's two housing authorities, and private supporters. The membership is made up of housing organizations dealing with every aspect of the housing continuum from homelessness to homeownership.

Housing Continuum



Through all of the work in the community to address housing and homelessness, it became clear that the community needed a vehicle for local governments to cooperatively address housing policy issues. A group of cities in Snohomish County began to explore the creation of such a vehicle over two years ago as an outgrowth of Snohomish County Tomorrow, the local inter-jurisdictional forum created to oversee Countywide Planning Policies.

The cities in Snohomish County and the Snohomish County government have now taken the step to create the Inter-Jurisdictional Housing Committee (IHC). This new group comprised of local governments in Snohomish County is a systems change that will create a centralized forum for local governments to efficiently disseminate housing information, work together to gain more expertise in housing policy issues, and cooperatively advocate at the federal and state level to ensure that there is adequate support for efforts to end homelessness and promote affordable housing in their communities. The group will inform local land use efforts to promote housing that is both economically and environmentally sustainable. The target model for the IHC is A Regional Coalition for Housing (ARCH) on King County's Eastside. The IHC Memorandum of Understanding (MOU) and draft Interlocal Agreement are attached. The following jurisdictions have signed onto the MOU: Mukilteo, Mountlake Terrace, Lake Stevens, Everett, Mill Creek, Snohomish, Sultan, Marysville, Edmonds, Lynnwood, Woodway, Granite Falls, and Snohomish County.

Every one of the jurisdictions signing on to this undertaking has at least one elected official and a planning executive who have decided that housing is a high priority for their community. Bringing these elected officials and planning executives together on the IHC will substantially enhance the work that is currently going on in the County to promote affordable housing and ensure that there are affordable housing options for families exiting homeless housing. During this period of intensive interest in housing and transportation, it is especially important that this entity is created and sustained to ensure that affordable housing is appropriately integrated into planning efforts.

Embarking on this effort right now is difficult when these cities and the County are experiencing economic distress. The goals of the IHC can advance significantly faster if the committee members can spend the first year establishing the priorities and substantive functions of the IHC rather than spending that time working to build financial support. It will be much easier to secure permanent and ongoing financial support from the cities and County if the IHC can get up and running with professional staff and products to show. That is why I would like to explore with you the potential of Gates Foundation support for the first full year of operation of the IHC. Please see the attached IHC 2013 budget.

HASCO committed to provide modest staffing and an administrative base to support the IHC. We have hired a graduate student intern from the University of Washington Master of Urban Planning program to supplement our staff work for the committee. This intern, with support from HASCO staff, will work to build the IHC and produce initial reports for the committee. HASCO will bear this expense through the end of 2012. Although HASCO is providing staff support for the committee, the IHC is not a HASCO project.

Starting in 2013, the IHC would like to have a full-time professional to staff the committee. Ideally the current intern would continue on in this full-time position. The Gates Foundation would cover the cost of the full-time staff person plus any additional outside consulting work that is needed. HASCO would still provide office space, all administrative support, and supplemental staffing support without reimbursement. Starting in 2014, the cities and the County would provide the financial support to fully cover the budget. HASCO would continue to provide the office space, administrative support, and supplemental staffing as an ongoing responsibility.

I would appreciate the opportunity to discuss this proposal further. I can be reached at 425-293-0532 or red@hasco.org.

Sincerely



Robert E. Davis
Executive Director

cc: David Wertheimer, Deputy Director, Pacific NW Initiative, Bill & Melinda Gates Foundation
Kollin Min, Program Officer, Pacific NW Initiative, Bill & Melinda Gates Foundation

Enclosures

Memorandum of Understanding
Draft Interlocal Agreement
2013 Budget

**BILL & MELINDA
GATES foundation**

PO Box 23350
Seattle WA 98102 USA
206.709.3100

ATTACHMENT A

92 **118062**

Wells Fargo Bank, N.A.
Bellevue, WA 98004
11-24/1210

DATE

AMOUNT

Oct 11, 2012

\$

50,000.00

PAY Fifty Thousand Dollars And 00 Cents

*to the
order
of*

Housing Authority of Snohomish County

12625 4th Ave West Suite 200
Everett, WA 98204


Authorized Signature

MP

VOID AFTER 180 DAYS



BILL & MELINDA GATES FOUNDATION PO Box 23350 Seattle, Washington 98102 206.709.3100

VENDOR ID	NAME	PAYMENT NUMBER	CHECK DATE	CHECK NUMBER	
HOUS002	Housing Authority of Snohomish	00156023	10/11/2012	118062	118062
OUR VOUCHER NUMBER	YOUR INVOICE NUMBER	DATE	AMOUNT	AMOUNT PAID	NET
GFPMT1069904	PMT1069904	10/11/2012	\$50,000.00	\$50,000.00	OPP1069901 - Robert Davis \$50,000.00
			\$50,000.00	\$50,000.00	\$50,000.00
COMMENT					

**Attachment B
Alliance for Housing Affordability
Fiscal Year August 2013 to June 2014
Budget and Contribution Schedule
July 2013**

MOU Signees by Population	Population**	Population for Calculation Purpose	2013 Contribution
Everett	103,019	103,019	\$6,213
Marysville	60,020	60,020	\$3,613
Lynnwood	35,836	35,836	\$2,151
Edmonds	39,709	39,709	\$2,385
Lake Stevens	28,069	28,069	\$1,682
Mukilteo	20,254	20,254	\$1,209
Mountlake Terrace	19,909	19,909	\$1,188
Mill Creek	18,244	18,244	\$1,088
Snohomish ¹	9,098	9,098	\$1,000
Granite Falls ¹	3,364		\$1,000
Woodway ¹	1,307		\$1,000
HASCO			
Total city	338,829	343,480	\$22,530
County	286,727	286,727	\$17,320
Total	625,556		
		630,207	\$39,850
Gates Grant⁴	\$50,000		\$50,000
Proposed Budget	\$89,850	Contributions	\$89,850
Back Office Support	In kind ²		

Budget	
1 FTE	\$ 60,000.00
Benefits (@39%)	\$ 23,400.00
Local Travel/mi.	\$ 1,250.00
Supplies/Teleph	\$ 1,200.00
	\$ 85,850.00
Misc./Consult.	\$ 4,000.00
	\$ 89,850.00

Notes:

- 1. Minimum annual commitment \$1,000 for any participant**
- 2. HASCO funding staff intern for 12+ months 2012 began interim work in July**

**2011 Population



Attachment B 2013-2014 Work Plan*

1. Synthesize/analyze Data

- a. IDENTIFY DATA GAPS,
And if there are, develop/implement a strategy to fill those gaps.
- b. DEVELOP A SURVEY TEMPLATE THAT CITIES CAN USE FOR GATHERING HOUSING DATA THEY'RE MOST INTERESTED IN.
- c. IDENTIFY WHERE EXISTING AFFORDABLE HOUSING UNITS ARE LOCATED AND WHETHER THEY ARE UNDER THREAT OF CONVERSION, WHAT THEIR CONDITION IS AND WHAT THE CONDITION OF THE SURROUNDING PUBLIC INFRASTRUCTURE IS.

2. Provide Technical Expertise

CREATE A TEMPLATE JURISDICTIONS CAN USE IN DRAFTING THEIR HOUSING CONTINUUM AND CITY PROFILES.

With the template each jurisdiction can create effective literature conveying their individual housing needs. The continuum would also be useful in developing Housing Elements for Comprehensive Plans.

3. Create Education/Outreach/Information-sharing Opportunities

DEVELOP A STRATEGY AND TOOLS TO EDUCATE ELECTED OFFICIALS

The task is to educate elected officials about affordable housing issues and the roles they can play in obtaining funding for housing programs.

- i. Identify elected officials who could serve as primary contact points for federal and state agencies which provide housing funding (this would assist in attract housing money to Snohomish County).
 - ii. Design workshop for elected officials to better inform them of housing issues and funding opportunities/challenges/processes
- a. PACKAGE THE IJH COMMITTEE'S IDEA/MESSAGE.
 - i. Use HASCO human resources staff (who has special training in leading facilitation) to work with elected officials on the committee to create a succinct message of what the Alliance for Housing Affordability is all about. The message would be a key tool to use in presentations to city councils when the IJH ILA is being considered.
 - ii. Use the message to promote media exposure of the IJH committee's existence and goals

4. Grants and Financial

- a. DEVELOP A STRATEGY FOR LEVERAGING CDBG AND OTHER FUNDS.
- b. DEVELOP A COMMON STRATEGY TO PURSUE FUNDING TO BE USED BY CITIES INDIVIDUALLY OR COLLECTIVELY.
- c. DESIGN A NEW REVENUE GENERATION TOOL THAT CAN BE ADOPTED BY LEGISLATIVE BODIES AND THEN USED BY INDIVIDUAL CITIES.

* For consideration by the Joint Board

Index #14

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 9, 2013

AGENDA ITEM: Approve Annual Support Agreement and License Agreement for Munis Software	
PREPARED BY: Worth Norton, DEPARTMENT: Finance - Information Services	DIRECTOR APPROVAL: 
ATTACHMENTS: 1. Annual Support Agreement and License Agreement for Munis Software 2. Tyler Technologies, Inc. Invoice No. 045-94150	
BUDGET CODE: 50300030 541000	AMOUNT: \$56,773.05

SUMMARY:

The attached contract is for the yearly license and support for Munis software. This agreement provides support for the City's financial software. Munis software is the City's financial software package including all Accounting, Utility Billing, and Payroll software. This agreement provides user and administrative support for all applications as well as software updates and maintenance.

RECOMMENDED ACTION:

The Finance and Information Services Departments recommend that the City Council authorize the Mayor to sign the attached contract and approve payment of Tyler Technologies, Inc. invoice number 045-94150.

**ANNUAL SUPPORT AGREEMENT AND LICENSE AGREEMENT
FOR MUNIS® SOFTWARE**

Invoice to: 4700 City of Marysville	Contact: Sandy Langdon
Address: Attn: Sandy Langdon 1049 State Avenue Marysville, WA 98270	Telephone: 360.651.5017

This Support and License Agreement (herein "Agreement") is entered into between City of Marysville (Licensee) with its principal place of business at 1049 State Avenue, Marysville, WA and Tyler Technologies, Inc., MUNIS Division, (Licensor) with its principal place of business at 370 US Route One, Falmouth, Maine, 04105 on this 10th day of August 2013.

The headings used in the Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

The Licensee agrees to purchase and MUNIS agrees to provide services for the products listed below in accordance with the following terms and conditions.

I. Term of Agreement

This Agreement is effective as of 10/09/13 and shall remain in force until 10/08/14 (one-year term). Upon termination of this Agreement the Licensee may renew the Agreement for subsequent one-year periods at the then current fee structure as established by the Licensor.

II. Scope of the Agreement

Both parties acknowledge that this Agreement covers both Support and Licensing for the products listed below, used by the Licensee for the operations of: City/Town/Village School County Other (This Agreement is limited to only those entities marked.)

III. Payment

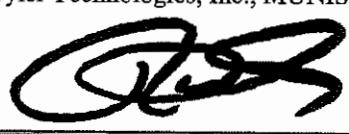
- Licensee agrees to pay MUNIS \$ 56,773.05, for licensing and support services, as described below. This payment is due and payable upon execution of the Agreement.
- Additional charges. Any services performed by MUNIS for the Licensee, which are not covered by the Agreement, will be charged at the then applicable time rate*. All materials supplied in connection with such non-covered maintenance or support will be charged to the Licensee. Any additional charges will be added to the next invoice submitted to the Licensee and shall be due on the same date as the other charges included in that invoice.

IV. Covered Products

This Agreement is limited to the following listed products which are registered for Licensee's Windows 2003 system.

Application:	
Accounting/GL/BG/AP	D
Accounts Receivable	D
Fixed Assets	D
General Billing	D
HR Management	B
Inventory	D
MUNIS Crystal Reports	D
MUNIS Office	D
Payroll	B
Project & Grant Accounting	D
Purchase Orders	D
Requisitions	D
Utility Billing	D
Tyler Forms Processing	D
UB Interface	D

Application:
Tyler Technologies, Inc., MUNIS Division

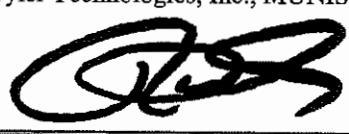


Richard E. Peterson, Jr., President

Licensee¹

Date

Tyler Technologies, Inc., MUNIS Division



Richard E. Peterson, Jr., President

Date August 16, 2013

* Current Billable Service Rates are available on request.
Rates are subject to change and a contract for services or a Purchase Order is required to hold a quoted rate.

¹ Licensee's acceptance signature is optional. Payment of this contract by Licensee signifies acceptance of the terms and conditions outlined herein. MUNIS will not accept any changes to this contract.

V. Terms and Conditions for Licensing:

1. **Grant of License:** Upon execution of this Agreement, Licensee is hereby granted the non-exclusive and non-transferable license and right to use the current version of the MUNIS Licensed Programs listed in Section IV., and related materials. This License will also cover any additional revisions that Licensor may release during the term of this Agreement. The Licensor agrees to extend and the Licensee agrees to accept a license subject to the terms and conditions contained herein for the current version of the MUNIS software products identified in Section IV.
2. **Limited Use:** The software products listed are licensed for use only for the benefit of the Licensee listed in this Agreement. This license is registered for the Licensee's computer system identified in Section IV. As long as a current License and Support Agreement is in place, this License may be transferred to any other hardware system used for the benefit of Licensee. Licensee agrees to notify Licensor prior to transferring the licensed products to any other system. The right to transfer this license is included in the cost of this Agreement. The cost for new media or any required technical assistance to accommodate the transfer would be billable charges to the Licensee.
3. **Confidentiality:** The Licensee agrees that the Products are proprietary to the Licensor and have been developed as a trade secret at the Licensor's expense. The Licensee agrees to keep the software products confidential and use its best efforts to prevent any misuse, unauthorized use or unauthorized disclosures by any party of any or all of the Products or accompanying documentation.
4. **Modification:** The Products may be modified but such modification shall be only for the use on the Licensee's system for which the Products are licensed and shall not cause the Licensee or anyone performing such modification to gain any proprietary or other interest in the Products.
5. **Copies:** The Licensee may make copies of the licensed Products for archive purposes only. The Licensee will repeat any proprietary notice on the copy of the Product. The documentation accompanying the product may not be copied except for internal use.
6. **Warranty:** For as long as a current software support agreement is in place, the Licensor will warrant that all MUNIS® software programs will operate as described in the brochures and user manuals of MUNIS. If a program fails to operate in the manner described within these documents, the Licensor will correct the problem at no charge to the Licensee. If Licensee has made modifications to the software programs, Licensor will no longer warrant the performance of those programs, which contain modifications, unless specifically authorized in writing by the Licensor.

VI. Terms and Conditions for Support:

1. **Scope of Services:** MUNIS will provide the following services for the benefit of the Licensee.
 - a.) MUNIS shall provide software-related telephone support to the Licensee. Support personnel will accept phone calls during MUNIS's normal working hours (8:00 A.M. to 6:00 P.M., Eastern Standard Time, Monday through Friday) for the term of this Agreement, limited to a reasonable number of calls of reasonable duration. Assistance and support requests, which require special assistance from MUNIS's development group, will be taken and directed by support personnel. In the event that support representatives are unavailable to receive calls, messages will be taken and calls will be returned within one working day.
 - h.) MUNIS will continue to maintain a master set of the current computer programs on appropriate media, as well as hardcopy printout of source code programs and documentation.
 - c.) MUNIS will maintain staff that is appropriately trained to be familiar with Licensee's software programs that are listed in Section IV in order to render assistance, should it be required.
 - d.) MUNIS will provide Licensee with all program enhancements, modifications or updates that MUNIS may make to the then Current Release of the program applications covered in this Agreement.
 - e.) In the case of system software new Release(s), the Licensee will also be required to pay whatever fees the manufacturer charges to MUNIS for the new Release. Licensee understands that and agrees that six (6) months after shipment by MUNIS of new Releases, MUNIS shall cease to support the earlier Release and for the balance of the term, MUNIS shall support the new Release.
 - f.) MUNIS will make available appropriately trained personnel to provide Licensee additional training, program changes, analysis, consultation, recovery of data, conversion, non-coverage maintenance service, etc., billable at the current per diem rate. All expenses will be billed in accordance with the then current Tyler Travel Policy.
2. **Limitations and Exclusions:** The support and services of this Agreement do not include the following:
 - a.) Installation of the Licensed Software, onsite support, application design, and other consulting services, or any support requested outside of normal business hours.
 - b.) The Licensee shall be responsible for implementing at its expense, all changes to the Current Release. Licensee understands that changes furnished by MUNIS for the Current Software Release are for implementation in the Current Software Release, as it exists without customization or Licensee alteration.
3. **Licensee Responsibilities:**
 - a.) The Licensee shall provide, at no charge to MUNIS, full and free access to the programs covered hereunder: working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide the specified support and maintenance service.
 - b.) The Licensee shall install and maintain for the duration of this Agreement, a modem and associated dial-up telephone line or other connection method acceptable to MUNIS. The Licensee shall pay for installation, maintenance and use of such equipment and associated telephone line use charges. MUNIS at its option, shall use this modem and telephone line in connection with error correction. Such access by MUNIS shall be subject to prior approval by the Licensee in each instance.
4. **Non-Assignability:** The Licensee shall not have the right to assign or transfer its rights hereunder to any party.
5. **Excused Non-Performance:** MUNIS shall not be responsible for delays in servicing the products covered by this Agreement caused by strikes, lockouts, riots, epidemic, war, government regulations, fire, power failure, acts of God, or other causes beyond its control.
6. **Limitation of Liability:** The liability of MUNIS is hereby limited to a claim for a money judgement not exceeding the total amount paid by the Licensee for services under this Agreement. THE LICENSEE SHALL NOT IN ANY EVENT BE ENTITLED TO, AND MUNIS SHALL NOT BE LIABLE FOR, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, EVEN IF MUNIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IRRESPECTIVE OF THE NATURE OF THE LICENSEE'S CLAIM.

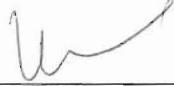
VII. General

1. **Governing Law:** This agreement shall be governed by, and construed in accordance with the laws of Client's state of domicile. The invalidity or unenforceability of any provisions of this agreement shall not affect the validity or enforceability of any other provision.
2. **Modification of this Contract:** No modifications or amendment of this Agreement shall be effective unless set forth in writing and signed by both the Licensee and MUNIS.
3. **Suspension:** Support and services will be suspended whenever Licensee's account is thirty days overdue. Support and services will be reinstated when Licensee's account is made current.
4. **Entire Agreement:** THIS AGREEMENT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE LICENSEE AND MUNIS WHICH SUPERSEDES ALL PROPOSALS, ORAL OR WRITTEN, AND OTHER COMMUNICATIONS BETWEEN THEM RELATING TO THE SOFTWARE SUPPORT AND MAINTENANCE SERVICE OF THE PRODUCTS COVERED BY THIS AGREEMENT.
5. **Trademarks:** MUNIS and the MUNIS Logo are registered trademarks of Tyler Technologies, Inc.

Index #15

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 9, 2013

AGENDA ITEM: Supplemental Agreement No. 1 with Osborn Consulting, Inc.	
PREPARED BY: Kari Chennault DEPARTMENT: Engineering	DIRECTOR APPROVAL: 
ATTACHMENTS: Supplemental Agreement No. 1	
BUDGET CODE: 40250594.563000.D0401	AMOUNT: \$0.00

SUMMARY:

Supplemental Agreement No. 1 is for a no cost time extension to the Professional Services Agreement with Osborn Consulting, Inc. for the design of the North Marysville Regional Pond #2 Project dated June 11, 2012. This Supplemental Agreement would extend the contract end date to January 31, 2015 in order to allow additional time to extend the Project's construction date due to the delay in permit issuance from the regulatory agencies.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign Supplemental Agreement No. 1 to the Professional Services Agreement with Osborn Consulting, Inc. to authorize a no cost time extension.

**SUPPLEMENTAL AGREEMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT
FOR
CITY OF MARYSVILLE
AND
OSBORN CONSULTING, INC.**

This Supplemental Agreement No. **1** is made and entered into on the ____ day of _____, 2013, between the City of Marysville, hereinafter called the "City" and **Osborn Consulting, Inc.**, hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for the **design of the North Marysville Regional Pond#2 Project**, hereinafter called the "Project," said Agreement being dated **June 11, 2012**; and

WHEREAS, both parties desire to supplement said Agreement, by extending the time for completion of the work,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein or attached and incorporated, and made a part hereof, the parties hereto agree as follows:

Each and every provision of the Original Agreement for Professional Services dated **June 11, 2012**, shall remain in full force and effect, except as modified in the following sections:

3. Article III, Section III.3 of the Original Agreement, "TIME OF PERFORMANCE", is amended to provide that all work shall be completed no later than **January 31, 2015**.

The Total Amount payable to the Consultant is summarized as follows:

Original Agreement	\$279,750.00
Supplemental Agreement No. 1	<< No Cost Time Extension >>
Grand Total	\$279,750.00

IN WITNESS WHEREOF, the parties hereto have executed this

SUPPLEMENTAL AGREEMENT NO. **1** as of the day and year first above written.

CITY OF MARYSVILLE

CONSULTANT

By: _____
Jon Nehring, Mayor

By: Tarelle Osborn
Tarelle Osborn

ATTEST/AUTHENTICATED:

City Clerk

APPROVED AS TO FORM:

Marysville City Attorney

Index #16

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 9/9/13

AGENDA ITEM: Interagency Agreement with the Department of Ecology for grant funding	
PREPARED BY: Brooke Ensor, Surface Water Specialist	DIRECTOR APPROVAL: 
DEPARTMENT: Public Works - Engineering	
ATTACHMENTS: Interagency Agreement, 3 original copies	
BUDGET CODE: 40150334.340314	AMOUNT: \$61,276

SUMMARY:

The City's Surface Water Division applied to the Department of Ecology for funding through the Puget Sound Local Source Control Specialist Partnership program. The City was selected as an Ecology partner and received a budget of \$61,276 (with no match requirement) to continue the Local Source Control Program to be managed according to the identified Ecology guidelines. The program utilizes existing staff members to perform business inspections, provide information about spill prevention, hazardous waste generation, and decrease impacts to the City's stormwater system. The City began this program in January 1, 2012, and the continued funding will allow for outreach and inspections to new business sectors.

RECOMMENDED ACTION:

Staff recommends that Council Authorize the Mayor to sign the Interagency Agreement with the Department of Ecology to accept funding.



DEPARTMENT OF
ECOLOGY
State of Washington

IAA No. _____

INTERAGENCY AGREEMENT (IAA)

BETWEEN

THE STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY

AND

THE CITY OF MARYSVILLE

THIS INTERAGENCY AGREEMENT is made and entered into by and between the STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY, hereinafter referred to as "ECOLOGY," and the City of Marysville, hereinafter referred to as the "CONTRACTOR" pursuant to the authority granted by Chapter 39.34 RCW.

IT IS THE PURPOSE OF THIS AGREEMENT to provide funding for the CONTRACTOR to hire a "Local Source Control Specialist" (LSCS) who will provide technical assistance and education outreach to small businesses in an effort to prevent pollution of the urban waters of the state. The LSCS will make referrals to ECOLOGY as needed, and report measurable environmental results.

THEREFORE, IT IS MUTUALLY AGREED THAT:

The CONTRACTOR will conduct multimedia source control site visits and pollution prevention activities to Conditionally Exempt Small Quantity Generator (CESQG) businesses that are designed to reduce or eliminate hazardous waste and pollutants at the source.

Ecology will coordinate this partnership through a Local Source Control Program Coordinator, and support collaborative efforts to protect and restore Puget Sound and the Spokane River Watershed.

1) STATEMENT OF WORK

CONTRACTOR shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment A, and for federally-funded partners, Attachment C, attached hereto and incorporated herein.

2) PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this IAA shall commence on **July 1, 2013**, and be completed by **June 30, 2015**, unless terminated sooner as provided herein. Ecology reserves the right to review the contract after one year and adjust the scope of work and budget according to actual performance.

3) PAYMENT

Compensation for the work provided in accordance with this IAA has been established under the terms of RCW 39.34.130 and in accordance with Governor's Executive Order 10-07. This is a performance-based contract, in which payment is based on the successful completion of expected deliverables. The parties have determined that the cost of accomplishing the work herein will not exceed **\$61,276**. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount. Compensation for services shall be based on the terms set forth in accordance with the tasks listed in Attachment A, Statement of Work and Attachment B, Invoice & Budget Detail, which is attached hereto and incorporated herein. ECOLOGY will not make payment until it has reviewed and accepted the completed work.

All travel expenses for state and federally funded partners (meals, lodging, mileage) will be reimbursed according to current state rates at the time of travel. www.ofm.wa.gov/resources/travel/colormap.pdf. Purchase of source control tools for distribution to CESQG businesses may not exceed \$2,500.00 for the 24-month contract period. Any purchases of equipment or goods over \$1,000 must be pre-approved by the LSC Program Coordinator.

4) OVERHEAD AND INDIRECT CHARGES

Ecology prefers this rate to be charged on Salaries and Benefits only. If the partner jurisdiction calculates this on a different base, attach a complete explanation of the items in the base. Indicate the rate in the cell provided on Attachment B, Invoice & Budget Detail.

Ecology recognizes annual adjustment to indirect rates. CONTRACTOR is required to notify Program Coordinator and to clearly indicate the rate change on Attachment B at the time of billing.

5) BILLING PROCEDURE

CONTRACTOR shall submit quarterly invoices to ECOLOGY for payment, within 40 days following the end of the billing quarter using the state invoice voucher form A19-1A. All invoices are to be delivered to: Julia McHugh, HWTR, Dept of Ecology, PO Box 47600, Olympia, WA 98504-7600.

Each invoice shall reference the Agreement (IAA) number and clearly identify the items related to performance under this agreement. All expenses invoiced shall be supported with copies of invoices paid. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of fiscal year, whichever is earlier. Payment will be within 30 days of receipt of properly completed invoice.

Payment for approved and completed work will be issued through Washington State's Department of Enterprise Services Statewide Payee Desk. To receive payment you must register as a state-wide vendor by submitting a state-wide vendor registration form and an IRS W-9 form at website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. If you have questions about the vendor registration process you can contact DES at the Payee Help Desk at (360) 407-8180 or email payeehelpdesk@des.wa.gov.

6) AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

7) SUBCONTRACTORS

CONTRACTOR agrees to take complete responsibility for all actions of any Subcontractor used for the performances under this agreement.

Prior to performance, CONTRACTOR shall identify and notify the LSC Program Coordinator of the subcontractor(s) who will perform services in fulfillment of agreement requirements, including their name, the nature of services to be performed, address, telephone, WA State Department of Revenue Registration Tax number (UBI), federal tax identification number (TIN), and anticipated dollar value of each subcontract.

8) ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

9) DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

10) GOVERNANCE AND PRECEDENCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable Federal and State of Washington statutes, regulations and rules.
- b. Mutually agreed written amendments to this Contract.
- c. Statement of Work and Budget.
- d. Any other provisions of the Agreement, including materials incorporated by reference.

11) INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

12) RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any

persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

13) RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by ECOLOGY. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, websites, databases, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

14) SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

15) TERMINATION

Either party may terminate this Agreement upon thirty (30) days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

16) TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

17) WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

18) AGREEMENT MANAGEMENT

The representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

**Attachment A
FY2013-15
City of Marysville
Statement of Work and Program Guidelines**

I. Contractor Scope of Work

The Contractor will conduct **75** technical assistance site visits to small quantity generator (SQG) businesses during the 2013-15 biennium.

If the partner jurisdiction will pursue a sector focus or particular local activity, describe below:

Sector Focus / Local Activity	Deliverable <i>(limit each description to one sentence)</i>

Key Personnel (include Subcontractor(s) if applicable)

Staff	Estimated FTE	Role
Brooke Ensor/Kari Chennault	0.04	Administrator
Matthew Eyer	0.25	LSC Specialist/ Inspector

II. Work & Site Visit Allocation

Depending upon jurisdiction conditions, the Local Source Control Specialist (LSCS) work is expected to fall within these general proportions: 75% Site Visits, 15% Education & Outreach to businesses or business organizations, 10% Networking / Training.

Depending upon jurisdiction conditions, approximately 70% of the visits will be to new, 'never-visited' small businesses or those that have not received a LSC site visit in 3 or more years. The balance of visits are to be follow-up /return visits to resolve any High Priority Environmental Issues (HPEIs) found.

The following nine HPEIs, indicated on page 3, revised LSC Checklist v4.0.3, are Ecology's top priorities for follow-up visits to ensure correction of the problem. Other issues found on-site and subsequent follow-up are at the discretion of the local jurisdiction. When unable to resolve the business' HPEIs, LSCS are to follow Ecology's referral policy, outlined in the 'LSCP Contact and Referral Guide'.

- **Hazardous Waste**
 - Properly designate waste
 - Properly dispose of waste
 - Properly store products/wastes
 - Repair or replace degraded open chemical containers

- **Stormwater**
 - Correct illegal plumbing connection
 - Halt discharges of process wastewaters to storm drain

- Properly store containerized materials
 - Properly store non-containerized materials
 - Clean and eliminate leaks and spills from storage areas
- Ecology reserves the ability to direct a portion of business site visits towards specific priority sources or contaminants such as, but not limited to:
 - toxics in stormwater;
 - copper, mercury, lead, cadmium and / or zinc sources
 - vehicle repair, property management, paint & coatings, industrial operations, retail, marine, healthcare, agriculture, governmental operations, hospitality, school districts
 - sources of persistent, bioaccumulative and toxic contaminants (PBTs), such as Abandoned/Bankrupt sites or outdoor operational washing activities
 - Safer Chemistry Challenge Program
 - LEAN for Small Quantity Generators (maximize customer value while minimizing waste; create more value for customers with fewer resources)
 - provide UIC Program information to business owners on the use of UIC wells. This would include providing a UIC Program fact sheet and a paper copy of the Industrial/Commercial UIC registration form provided by Ecology.

III. Site Visit Requirements

- Coordinate with respective Ecology Regional Offices on an ongoing basis to ensure that businesses are not being visited by other Source Control or Urban Waters staff, and that the business is not a Medium or Large Quantity Generator.
- Provide technical assistance on waste and toxics reduction, storage, and disposal, and pollution prevention during on-site visits and follow-up contact. Follow-up assistance and general business outreach may be letters to or phone consultations with individual businesses, meetings, publications, newsletters, workshops, providing internet resources, and other forms of technical information distribution.
- Coordinate and collaborate when developing technical assistance messages and outreach materials and resources with Ecology technical staff and other internal local government personnel or functions such as fire marshal, code enforcement, storm water, wastewater treatment plant, and moderate risk waste staff.
- Encourage businesses to participate in local green business programs, including the EnviroStars business certification program (<http://envirostars.org/>)
- Post all materials developed to educate/assist businesses or to market the LSC Program internally or externally to the LSC SharePoint site within 30 days of completion of the piece.
- Coordinate with local jurisdictions and Ecology's Regional Office in a timely manner regarding complaints about or from SQG businesses.
- If completing contracted site visits prior to the end of the contract period, use 70% of remaining time to do additional site visits.
- For pre-site visit research, a combination of data sources is recommended. A list of suggested resources is posted on the LSC SharePoint site.

IV. Reporting Results to Ecology

Site Visit Data Entry

- Complete a source control checklist for each site visit and enter it into Ecology's LSC database. The checklist is available as hard copy, and is expected to be available in digital form that can be completed on a field tool and downloaded to the database online. The partner jurisdiction is responsible for maintaining original checklist documents for purposes of public disclosure requests and as historic records.
- Data entry is expected to be thorough, complete, and timely. All site visit information collected on the checklist must be entered in the LSC database within 30 days of each site visit, whether initial, follow-up, screening, or referral to a regulatory body.
- Contractor will ensure all data records are complete (either 'pending', 'closed', or 'referred') to promote quality assurance of the local source control data.
- Credit for these types of site visits will be assigned upon completion of the data record in the LSC database:
 - Site Visit – Complete;
 - Site Visit – Follow-Up or Return
 - Site Visit – Screening or Incomplete (attempted but turned away);
- Through the 'Reports' feature of the new database, Contractor will be able to retrieve site visit reports to identify/correct any incomplete data records, and to formulate reports for their jurisdiction.

V. Reporting Changes in Business Practices

The former 'Monthly Report' is replaced by new sections (pg 4, revised LSC Checklist v4.0.3), including "*Changes in Business Practices, Cost of Structural or Other Changes Made by Business, Refer to Safer Chemicals, Refer to Envirostars, Refer to Energy Efficiency Resource*".

It is required that these new sections are populated where applicable for each site in order to quantify the effectiveness of LSCS work. These new categories will aid in tracking business behavior change, the costs incurred to make the change(s), and any cost savings realized by the business.

VI. Reporting Other Changes to Ecology

Report to the LSC Program Coordinator when applicable:

- Any potential program, contract, or small business client problems and resolutions
- Any key personnel changes
- Initiation or changes to a subcontract or subcontractor information

VII. Invoicing

Quarterly invoices for completed work will be submitted on Ecology-provided, original, signed Form A-19-1A, and detailed on Attachment B, Invoice Detail. An original signed Invoice, Invoice Detail, and supporting invoice detail documentation will be sent within 40 days of the end of the invoice quarter to the Contract/Project Manager: *Julia McHugh* jmch461@ecy.wa.gov 360-407-6850

*Washington State Department of Ecology Hazardous Waste and Toxics Reduction Program
PO Box 47600 Olympia, WA 98504-7600*

VIII. Establishment of Local Source Control Specialist Training Plan and Role of Ecology's LSC Training Coordinator

Results from the February 2013 LSC Program Survey pointed to the need for an improvement in the Specialists' training program, in particular, a more rigorous new-hire training component and an improved progression for overall training. An Ecology Training Coordinator and part-time assistant will establish and facilitate the training program. All Specialists are expected to participate.

A. New Hire Evaluation

1. The LSC Training Coordinator will develop an introductory diagnostic evaluation to assess the level of training needed by newly hired LSCS, and to enable modification of the on-going training plan. It will consist of ten questions - two from each area listed below. The questions will help determine competency in each core area and will be administered within two months of joining the LSC program.

Where the new LSCS shows competency, there will be no additional training requirement for that category. Conversely where the competency is not high, more training will be provided.

General Training Categories include, but are not limited to:

- I. Storm Water Inspections
- II. Hazardous Waste (40 CFR/WAC 173-303) (emphasis on Designation and waste codes)
- III. Solid Waste (with an emphasis on MRW waste)
- IV. Spills
- V. Industrial Waste Water Management
- VI. Joint inspection(s) with the Training Coordinator as a lead on an Ecology hazardous waste inspection
- VII. Joint inspection(s) with the Training Coordinator as backup on a Local Source Control inspection

2. New Hire Mentoring, Joint Site Visits, Orientation Training

- The LSC Program Training Coordinator will develop an on-going training plan, course list and materials. All training materials will be available on the LSC SharePoint site.
- Ecology's LSC Program Training Coordinator will orient the new hire by providing them with technical and program-specific information.
- Each new Specialist will be assigned a mentor by the LSC Program Training Coordinator. The Coordinator will select mentors from the pool of experienced, available LSCS and / or Ecology staff. The mentor will conduct at least three site visits with the newly hired Specialist.
- Some Specialists may require more or less mentoring than others. If the mentor feels more than three joint site visits are warranted, the mentor will contact the Training Coordinator to discuss next steps.
- The Training Coordinator will work to ensure that the Specialist is fully capable of performing the duties of a Local Source Control Specialist without additional assistance.

3. Topics for New Hire Orientation Training

Topics include, but are not limited to:

- I. Share Point Orientation
- II. Checklist & Database Basics
- III. LSCS Training Program
- IV. Quarterly Training Team Identification & Participation
- V. Mentoring
- VI. Customer Service
- VII. Networking

B. All Specialists

1. Orientation, Attendance & Participation

Ecology will present an orientation class that precedes the first in-person group meeting of the biennium, and subsequently thereafter to every new Local Source Control Specialist within six months of hire. Orientation sessions will be held within semi-annual periods where we have new Specialists. The location will be Ecology's Northwest Regional Office or other suitable location determined by the Training Coordinator.

- Each Specialist is required to attend new orientation at least once, as well as all subsequent monthly webinars and quarterly trainings throughout the biennium.
- All Specialists must be an active group participant in the planning and logistics of at least one quarterly training, with each group of four to six Specialists assisted by the NWRO LSC Training Coordinator and an assistant. Approximately ten hours of Specialist time should be allotted for this activity, equivalent to four site visits.
- Each experienced Specialist will at some time be called upon to mentor a new Specialist. Approximately 30 hours should be allotted for Mentoring activity. This will be equivalent to twelve site visits.

2. All Specialists Ongoing Training

The LSC Program Training Coordinator will develop an on-going training plan, course list and materials, with input from the Specialists. All training materials will be available on the LSC SharePoint site.

Course content will be presented in-person or on-line, depending upon available resources. Topics will be presented to all Specialists, and will be mandatory for new Specialists during their first six months of hire, and thereafter to each Specialist once every four to six years or more frequently by Specialist election.

Topics include but are not limited to:

- I. Storm Water Inspections
- II. Hazardous Waste (40 CFR/WAC 173-303) (emphasis on Designation and waste codes)
- III. Solid Waste (with an emphasis on MRW waste)
- IV. Spills
- V. Industrial Waste Water Management

3. Quarterly Trainings

One-day, four to five hour in-person training sessions, with content developed by a designated group of four to six Local Source Control Specialists who will plan the agenda, topics, and procure guest speakers of their choice. Ecology will provide support for these efforts, the meeting space and lunch at its Northwest Regional Office in Bellevue, or other suitable central location determined by the Training Coordinator.

4. Monthly Call-in Business & Topic Meetings

In each of the months between quarterly trainings, Ecology will sponsor hour-long call-in meetings on the second Wednesday of each month, 9:00 to 10:00 am and will include but are not limited to:

- Guest speaker(s)
- LSC Specialists are also encouraged to present to their colleagues
- Discussion/updates of cover program business and administration

ATTACHMENT B
INVOICE & BUDGET DETAIL
Department of Ecology - Local Source Control Partnership *(updated 05/2013)*

Contractor:	City of Marysville		IAA No:		
Current Invoice Period: Qtr/YR:			Invoice No:		
	Current Invoice	Total Cumulative Invoices to-date*	Total Approved Budget 2013-15	Remaining Budget	notes
Salaries			\$32,558.00		
Benefits			\$13,479.00		
Subcontracts					
Goods & Services			\$800.00		
Equipment			\$2,000.00		
Travel / Training			\$930.00		
Subtotal Direct Costs	0.00	0.00	\$49,767.00		
Indirect Costs (@ Rate 25%)			\$11,509.00		
Total Costs	\$ -	\$ -	\$ 61,276.00		

*Total Cumulative includes current invoice amounts

Staff Name / Expense Description <i>(attach copy of internal record reflecting all staff paid through contract & copy of each invoice paid)</i>	Salaries	Benefits	Subcontracts	Goods & Services	Equipment	Travel / Training	Indirect Costs
Subtotals	0	0	0	0	0	0	0
Total = Current Invoice	\$ -						

Index #17

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 09/09/2013

AGENDA ITEM: Inter-local Agreement Between Snohomish County Auto Theft Task Force Services and The City of Marysville	
PREPARED BY: Chief Rick Smith	DIRECTOR APPROVAL: 
DEPARTMENT: Police	
ATTACHMENTS: Inter-local Agreement	
BUDGET CODE: 00103 222.551000	AMOUNT:

SUMMARY:

Marysville Police Department request council approval of the Inter-local Agreement with the Snohomish County for participation in the Regional Auto Theft Task Force and authorize the Mayor to sign the agreement. Snohomish County agrees to reimburse salary up to a maximum of \$129,187.00 for the Marysville Police Department's participation in the Regional Auto Theft Task Force by providing a full time detective to the Auto Theft Task Force.

The agreement is effective until June 30, 2015.

RECOMMENDED ACTION:

Staff recommends that Marysville City Council authorize the Mayor to sign the Inter-local Agreement with Snohomish County for the Regional Auto Theft Task Force.

**INTERLOCAL AGREEMENT BETWEEN
SNOHOMISH COUNTY and THE CITY OF MARYSVILLE
FOR AUTO THEFT TASK FORCE SERVICES**

This Interlocal Agreement Between Snohomish County And The City Of Marysville For Auto Theft Task Force Services (the "Agreement"), is entered into by and between Snohomish County, a political subdivision of the State of Washington (hereinafter referred to as the "County"), and the City of Marysville, a municipal corporation of the State of Washington (hereinafter referred to as the "City").

RECITALS

- A. The Washington Auto Theft Prevention Authority (hereinafter WATPA) has received funds from the passage of House Bill 1001 to provide grants to local units of government for auto theft prevention; and
- B. The County and WATPA have entered into an Auto Theft Prevention Grant Contract (hereinafter "Grant Contract") whereby the County shall use specified grant funds (hereinafter "Grant Funds") to create and operate a multi-jurisdictional, regional, auto theft task force (hereinafter the "Task Force"); and
- C. RCW 39.34 permits one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking that each public agency is authorized by law to perform; and
- D. Several jurisdictions desire to participate as members of the Task Force with Snohomish County administering task force project grants; and
- E. The City desires to enter into an agreement with Snohomish County in order to participate in the Task Force and enable Snohomish County to reimburse the City for such participation; and
- F. The City is authorized to perform each service contemplated herein.

AGREEMENT

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

1.0 TASK FORCE COMPOSITION, PURPOSE, AND TERM

- 1.1 The City agrees to cooperate in the Task Force, composed of law enforcement, prosecutor, and support personnel, in order to jointly coordinate selected law enforcement activities, resources, and functions to prevent auto theft and to investigate and prosecute auto theft offenders in Snohomish County.
- 1.2 This Agreement shall take effect July 1, 2013, and continue in effect through June 30, 2015, unless earlier terminated or modified as provided in this Agreement.

2.0 ORGANIZATION

- 2.1 The County will be the administrator of this Agreement.
- 2.2 A Snohomish County Sheriff's Office (SCSO) lieutenant will direct all law enforcement personnel assigned to the County, under this Agreement or similarly executed agreements, in their operational duties.
- 2.3 Additional law enforcement personnel may be provided to the Task Force through separate interlocal agreement between the County and other jurisdictions.
- 2.4 Nothing in this Agreement shall restrict the ability of the County or the City to reassign personnel and related equipment and supplies assigned under this Agreement.

3.0 OBLIGATIONS OF CITY

- 3.1 During the term of this Agreement, the City shall employ, dedicate and assign one full-time detective to the County for inclusion in the Task Force.
- 3.2 The detective's operational assignments will be directed by an SCSO lieutenant assigned to the Task Force.
- 3.3 The detective assigned to the County pursuant to this Agreement shall remain subject to the policies, procedures and directives of the City.

- 3.4 The City agrees to make any certified assurances required by the Grant Contract that are within its particular control, and agrees to make all its records related to the Task Force available for inspection consistent with the Grant Contract and applicable state and federal laws.

4.0 BUDGET AND COMPENSATION

- 4.1 The County, through its Sheriff's Office, shall serve as the fiscal agent and manage Grant Funds, including reimbursement to participating jurisdictions. All revenues collected or generated by or for the Task Force shall be maintained by the County pursuant to law.
- 4.2 The County will reimburse the City actual expenses up to a maximum amount of \$129,187, as detailed in Exhibit A, attached hereto and incorporated herein by this reference.
- 4.3 The City will send quarterly invoices to the County with supporting documentation.
- 4.4 The County will make payments within thirty (30) days from receipt of the quarterly invoice. Invoices shall be sent to Snohomish County Sheriff's Office, Fiscal Division, Mail Stop 606, 3000 Rockefeller Ave., Everett, WA 98201.

5.0 GENERAL ADMINISTRATION

- 5.1 The County agrees to provide WATPA with the necessary documentation to receive Grant Funds.
- 5.2 Any factual dispute between the County and the City that relates to this Agreement shall be referred for resolution to the Sheriff, or his/her designee, and the City's Mayor, or his/her designee. In the event the dispute cannot be resolved between the parties to each party's mutual satisfaction, the issue shall be submitted to mediation through the Snohomish County Dispute Resolution Center. Both parties agree to utilize this process prior to the institution of any legal action to enforce the terms and conditions of this agreement. The cost of mediation shall be borne equally by the parties.
- 5.3 The City shall provide the maximum opportunity to Minority and Women Owned Business Enterprises to participate in the performance of this Agreement.

6.0 ASSET FORFEITURE

- 6.1 All potential asset forfeitures initiated or investigated by officers assigned to the Task Force shall be referred to the County for prosecution.
- 6.2 The County shall acquire and dispose of assets seized or forfeited as a result of this Agreement in compliance with law.

7.0 REAL AND PERSONAL PROPERTY

All real or personal property acquired through Grant Funds or activities of the Task Force that are not subject to Section 6 of this Agreement will be held by the County.

8.0 ACQUISITION AND USE OF EQUIPMENT

- 8.1 All equipment purchased with Grant Funds will be held by the County.
- 8.2 Any equipment purchased with Grant Funds will only be used as permitted by the terms of the Grant Contract.
- 8.3 Upon termination of this Agreement, any equipment purchased or otherwise provided by the City will be returned to the City unless otherwise agreed by the parties.
- 8.4 Upon termination of this Agreement, the County will dispose of all acquired equipment in accordance with applicable federal, state and county requirements.

9.0 MODIFICATION

Each party reserves the right to amend this Agreement in the future from time to time as may be mutually agreed upon. No such amendment shall be effective unless written and signed with the same formality as this Agreement.

10.0 NONDISCRIMINATION PROVISION

There shall be no discrimination against any employee who is paid by the grant funds or against any applicant for such employment because of race, color, religion, handicap, marital status, political affiliation, sex, age, or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training.

11.0 TERMINATION OF AGREEMENT

Notwithstanding any provisions of this agreement, either party may withdraw from the agreement by providing written notice of such withdrawal specifying the effective date thereof at least thirty (30) days prior to such date. A withdrawing party may take with it any equipment it has loaned or donated to the Task Force.

12.0 HOLD HARMLESS

12.1 The County shall save, hold harmless, indemnify and defend the City, its elected and appointed officials, officers, employees and agents, from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or County employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the County in performance of this Agreement, its elected or appointed officials, officers, employees or agents, except to the extent the loss or claim is attributable to the negligence or willful misconduct of the City, its elected or appointed officials, officers, employees or agents.

12.2 The City shall save, hold harmless, indemnify and defend the County and WATPA, its elected and appointed officials, officers, employees and agents from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or the City employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the City in performance of this Agreement, its elected or appointed officials, officers, employees or agents, except to the extent the loss or claim is attributable to the negligence or willful misconduct of the County, its elected or appointed officials, officers, employees or agents.

13.0 GOVERNING LAW AND VENUE

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Washington without reference to choice of law principles, and venue of any suit between the parties arising out of this agreement shall be in the Superior Court of Snohomish County, Washington.

14.0 INTEGRATION

This Agreement constitutes the whole and entire agreement among the parties as to the Task Force and no other understandings, oral, or otherwise, regarding the Task Force shall be deemed to exist or bind the parties.

13.0 SEVERABILITY

If any part of this Agreement is unenforceable for any reason the remainder of the agreement shall remain in full force and effect.

14.0 EXECUTION OF MULTIPLE ORIGINAL COUNTERPARTS

This Agreement may be reproduced in any number of original counterparts. Each party need sign only one counterpart and when the signature pages are all assembled with one original counterpart, that compilation constitutes a fully executed and effective agreement among all the Participating Jurisdictions.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

Snohomish County Auto Theft Task Force
2013-15 Budget

SECTION I: Reimbursable Detail Budget

Agency	MARYSVILLE	SCPA	SCPA	SCPA	SCSO	SCSO	WSP	SHARED	Total
FTE	DETECTIVE	Prosecutor	Secretary	Detective	Detective	Detective	Sergeant	OVERTIME	
Salary	\$ 129,187	\$ 117,331	\$ 71,951	\$ 109,046	\$ 112,630	\$ 108,000	\$ 2,400	\$ 650,545	
Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Overtime	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,000	\$ 19,000	
Overtime Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Agency Total	\$ 129,187	\$ 117,331	\$ 71,951	\$ 109,046	\$ 112,630	\$ 108,000	\$ 21,400	\$ 669,545	

SECTION II: Reimbursable Category Budget

	Personnel	Benefits	Overtime (Estimated)	Total Award
SC Prosecutor	\$ 189,282	\$ -		\$ 189,282
SC Sheriff	\$ 221,676	\$ -		\$ 221,676
Unallocated	\$ 2,400	\$ -	\$ 38,000	\$ 40,400
Marysville	\$ 129,187	\$ -		\$ 129,187
WSP	\$ 108,000	\$ -		\$ 108,000
				\$ 688,545

SECTION III: Operating Budget (Managed by Snohomish County Sheriff)

Training/Travel	\$ 10,000
Supplies	\$ 8,650
Copier	\$ 6,000
Lease	\$ 11,350
Equipment & Tech	\$ 5,000
Prosecution	\$ 1,650
Fuel/Maintenance	\$ 37,500
Data/Phone	\$ 6,000
Operating Total	\$ 86,150

Includes fuel costs for WSP Sergeant, maintenance/fuel for Snohomish Co. owned vehicles
Includes: Nextel for detectives and prosecutor, Blackberry for WSP Sergeant

Total Grant Award: \$ 755,695 per year

15.0 RECORDING OR POSTING

As provided by RCW 39.34.040, this Agreement shall not take effect unless and until it has (i) been duly executed by both parties, and (ii) either filed with the County Auditor or posted on the County's Interlocal Agreements website.

Dated this _____ day of _____, 2013

“County”
SNOHOMISH COUNTY

“City”
CITY OF MARYSVILLE

County Executive
Date: _____

Jon Nehring, Mayor
Date: _____

APPROVAL RECOMMENDED:

ATTEST:

Ty Trenary, Sheriff
Dated: _____

By: _____
Print Name: _____
Dated: _____

Approved as to form:

Approved as to form:

Bradley M. Dornay

Deputy Prosecuting Attorney
Date: 8/23/13

Grant, Weed, City Attorney
Date: _____

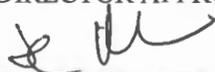
Reviewed by Risk Management

Risk Manager
Date: _____

Index #18

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

CITY COUNCIL MEETING DATE: September 9, 2013

AGENDA ITEM: Professional Services Agreement with KPG Inc. for professional engineering consulting services on Highway Safety Improvement Program (HSIP) projects	
PREPARED BY: Patrick Gruenhagen, Project Manager	DIRECTOR APPROVAL: 
DEPARTMENT: Engineering	
ATTACHMENTS: <ul style="list-style-type: none"> Professional Services Agreement 	
BUDGET CODE: 30500030.563000 (R1302) / 10111864.549200 (M1301, M1302)	AMOUNT: \$209,855.41

SUMMARY:

This Professional Services Agreement will provide the City with professional engineering design services for a series of three transportation improvement projects which received grant funding through the Federal Highway Administration’s Highway Safety Improvement Program. (HSIP)

The stated goal of FHWA’s Highway Safety Improvement Program is to “... *achieve a significant reduction in traffic fatalities and serious injuries on all public roads, including non-State-owned public roads and roads on tribal lands.*” Accordingly, Marysville’s three HSIP projects focus on operational and safety-related improvements at key intersections throughout the City, including:

- Replacement of an antiquated signal system at 80th Street NE/State Ave.
- Addition of a dedicated through/right-turn lane on the east leg of 88th Street NE / State Ave.
- Upgrade of intersection lighting at Cedar / 4th Street NE and 128th Street NE / State Ave.
- Refinement of signal operations and phasing at various locations, incorporating new signal heads where warranted, improving signal head visibility through installation of retroreflective tape, upgrading pedestrian displays to “countdown type,” and improving railroad “preemption timing” at select intersections which lie adjacent to grade crossings

Three firms received invitations to submit proposals for professional engineering services on the City’s HSIP projects. These included H.W. Lochner, Transpo Group, and KPG, Inc. The staff Selection Committee conducted interviews with each firm, reviewed proposals, and ultimately determined that KPG presented the strongest team qualifications for the work at hand. KPG therefore prevailed in the overall ranking and selection process.

The proposed Scope of Services, as attached, includes surveying; storm-drainage design; environmental documentation (SEPA, NEPA, permitting); roadway design; Right of Way plan preparation; geotechnical design for retaining walls and signal pole foundations; and assistance with City-led public involvement / outreach.

RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to sign the Professional Services Agreement with KPG, Inc. in the amount of \$209,855.41, to provide professional engineering design services on three Federally-funded HSIP Projects.

<h2 style="margin: 0;">Local Agency Standard Consultant Agreement</h2>	Consultant/Address/Telephone KPG 2502 Jefferson Avenue Tacoma, WA 98402 (253) 627-0720
<input checked="" type="checkbox"/> Architectural/Engineering Agreement <input type="checkbox"/> Personal Services Agreement Agreement Number _____	Project Title And Work Description <i>* State Avenue 1st Street NE to 88th Street NE, HSIP-2691(005) * Citywide Intersection Safety Improvements, HSIP-000S(345) * State Avenue 116th Street NE to 128th Street NE, HSIP-2691(006)</i> Generally, KPG will be responsible for preparation and advancement of preliminary and final design; assessment of environmental impacts in accordance with SEPA and NEPA; confirmation of permitting needs and, as necessary, securing of permits; preparation of PS&E contract bid documents for as many as two distinct projects (presuming that certain improvements will be delivered on separate schedules); support for City-led Right-of-Way acquisition efforts; and design support during project advertisement and, subsequently, construction.
Federal Aid Number HSIP-2691(005), HSIP-2691 (006) & HSIP-000S (345)	DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ %
Agreement Type (Choose one) <input type="checkbox"/> Lump Sum Lump Sum Amount \$ _____ <input checked="" type="checkbox"/> Cost Plus Fixed Fee Overhead Progress Payment Rate _____ % Overhead Cost Method <input type="checkbox"/> Actual Cost <input type="checkbox"/> Actual Cost Not To Exceed _____ % <input checked="" type="checkbox"/> Fixed Overhead Rate <u>145.78</u> % Fixed Fee \$ <u>15,724.00</u>	Federal ID Number or Social Security Number 91-1477622
<input type="checkbox"/> Specific Rates Of Pay <input type="checkbox"/> Negotiated Hourly Rate <input type="checkbox"/> Provisional Hourly Rate <input type="checkbox"/> Cost Per Unit of Work	Do you require a 1099 for IRS? <input type="checkbox"/> Yes <input type="checkbox"/> No Completion Date April 1, 2016
Total Amount Authorized \$ <u>209,855.41</u> Management Reserve Fund \$ _____ Maximum Amount Payable \$ <u>209,855.41</u>	

Index of Exhibits (Check all that apply):

- | | |
|--|--|
| <input checked="" type="checkbox"/> Exhibit A-1 Scope of Work
<input type="checkbox"/> Exhibit A-2 Task Order Agreement
<input type="checkbox"/> Exhibit B-1 DBE Utilization Certification
<input type="checkbox"/> Exhibit C Electronic Exchange of Data
<input type="checkbox"/> Exhibit D-1 Payment - Lump Sum
<input checked="" type="checkbox"/> Exhibit D-2 Payment - Cost Plus
<input type="checkbox"/> Exhibit D-3 Payment - Hourly Rate
<input type="checkbox"/> Exhibit D-4 Payment - Provisional
<input checked="" type="checkbox"/> Exhibit E-1 Fee - Lump/Fixed/Unit
<input type="checkbox"/> Exhibit E-2 Fee - Specific Rates
<input checked="" type="checkbox"/> Exhibit F Overhead Cost
<input checked="" type="checkbox"/> Exhibit G Subcontracted Work
<input checked="" type="checkbox"/> Exhibit G-1 Subconsultant Fee | <input type="checkbox"/> Exhibit G-2 Fee-Sub Specific Rates
<input checked="" type="checkbox"/> Exhibit G-3 Sub Overhead Cost
<input type="checkbox"/> Exhibit H Title VI Assurances
<input checked="" type="checkbox"/> Exhibit I Payment Upon Termination of Agreement
<input checked="" type="checkbox"/> Exhibit J Alleged Consultant Design Error Procedures
<input checked="" type="checkbox"/> Exhibit K Consultant Claim Procedures
<input checked="" type="checkbox"/> Exhibit L Liability Insurance Increase
<input checked="" type="checkbox"/> Exhibit M-1a Consultant Certification
<input checked="" type="checkbox"/> Exhibit M-1b Agency Official Certification
<input checked="" type="checkbox"/> Exhibit M-2 Certification - Primary
<input checked="" type="checkbox"/> Exhibit M-3 Lobbying Certification
<input checked="" type="checkbox"/> Exhibit M-4 Pricing Data Certification
<input type="checkbox"/> App. 31.910 Supplemental Signature Page |
|--|--|

THIS AGREEMENT, made and entered into this _____ day of September, 2013,
 between the Local Agency of City of Marysville, Washington, hereinafter called the "AGENCY",
 and the above organization hereinafter called the "CONSULTANT".

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, and

WHEREAS, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I General Description of Work

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II Scope of Work

The Scope of Work and projected level of effort required for this PROJECT is detailed in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

III General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY and/or such Federal, State, Community, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

The CONSULTANT, and each SUBCONSULTANT, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT, and each SUBCONSULTANT, shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT that may result in the termination of this AGREEMENT.

Participation for Disadvantaged Business Enterprises (DBE), if required, per 49 CFR Part 26, or participation of Minority Business Enterprises (MBE), and Women Business Enterprises (WBE), shall be shown on the heading of this AGREEMENT. If D/M/WBE firms are utilized, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made a part of this AGREEMENT. If the Prime CONSULTANT is a DBE firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY'S "DBE Program Participation Plan". The mandatory DBE participation goals of the AGREEMENT are those established by the WSDOT'S Highway and Local Programs Project Development Engineer in consultation with the AGENCY.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

IV Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY.

All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

V Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit "D" attached hereto, and by reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A post audit may be performed on this AGREEMENT. The need for a post audit will be determined by the State Auditor, WSDOT External Audit Office and/or at the request of the AGENCY'S PROJECT Manager.

VI Sub-Contracting

The AGENCY permits sub-contracts for those items of work as shown in Exhibit "G" attached hereto and by this reference made part of this AGREEMENT.

Compensation for this sub-consultant work shall be based on the cost factors shown on Exhibit "G."

The work of the sub-consultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the sub-consultant shall be substantiated in the same manner as outlined in Section V. All sub-contracts shall contain all applicable provisions of this AGREEMENT.

With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for sub-contracting shall create, between the AGENCY and sub-contractor, any contract or any other relationship. A DBE certified sub-consultant is required to perform a minimum amount of their sub-contracted agreement that is established by the WSDOT Highways and Local Programs Project Development Engineer in consultation with the AGENCY.

VII Employment

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a

third party as a consequence of any act or omission on the part of the CONSULTANT'S employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the United States Department of Transportation, or the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

VIII Nondiscrimination

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et seq.)

Civil Rights Restoration Act of 1987
(Public Law 100-259)

American with Disabilities Act of 1990
(42 USC Chapter 126 Section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "H" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "H" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit "I" for the type of AGREEMENT used.

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination.

Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth above.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT'S failure to perform is without the CONSULTANT'S or it's employee's default or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the PROJECT, or dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY'S concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X Changes of Work

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

XI Disputes

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided, however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to de novo judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J", and disputes concerning claims will be conducted under the procedures found in Exhibit "K".

XII Venue, Applicable Law, and Personal Jurisdiction

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in the county in which the AGENCY is located.

XIII Legal Relations

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT'S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY or the STATE against and hold harmless the AGENCY or the STATE from claims, demands or suits based solely upon the conduct of the AGENCY or the STATE, their agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT'S agents or employees, and (b) the AGENCY or the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the AGENCY or the STATE of defending such claims and suits shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents or employees.

The CONSULTANT'S relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the PROJECT. Subject to the processing of a new sole source, or an acceptable supplemental agreement, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability and property damage insurance in an aggregate amount not less than two million dollars (\$2,000,000) for bodily injury, including death and property damage. The per occurrence amount shall not exceed one million dollars (\$1,000,000).
- C. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the CONSULTANT, the AGENCY will be named on all policies as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by the AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to the AGENCY.

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT'S professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million (\$1,000,000) dollars, whichever is the greater, unless modified by Exhibit "L". In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIV Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment", hereafter referred to as "CLAIM", under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A) and (B) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XV Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XVI Federal and State Review

The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

XVII Certification of the Consultant and the Agency

Attached hereto as Exhibit "M-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "M-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "M-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "M-4" Certificate of Current Cost or Pricing Data. Exhibit "M-3" is required only in AGREEMENTS over \$100,000 and Exhibit "M-4" is required only in AGREEMENTS over \$500,000.

XVIII Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

XIX Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

By  By _____

Consultant Nelson Davis Agency Jon Nehring, Mayor

EXHIBIT A-1

City of Marysville HSIP Projects

KPG
Scope of Work
August 19, 2013

Purpose

The purpose of HSIP Projects improvements is to improve safety at targeted intersections within the City.

Proposed Improvements

Proposed Improvements as part of the HSIP Projects include:

- Replacement of the antiquated signal system at 80th Street NE / State Avenue, including advanced railroad preemption interface & circuitry; upgrading from green ball protected / permissive to flashing yellow arrow protected/permitted in the east-west direction; and upgrade of illumination, ADA ramps, and pedestrian push buttons
- Intersection illumination upgrade at 128th Street NE / State Avenue intersection
- Incorporation of dedicated thru/right turn lane for the westbound to northbound movement at one of the City's busiest intersections: State Avenue / 88th Street NE, including retaining wall modification and potentially-sensitive ROW acquisition
- Replacement of signal poles and upgrade of lighting at Cedar Avenue / SR 528
- Refinement of signal operations and phasing at various locations, incorporating new signal heads where warranted; improving signal head visibility through installation of retroreflective tape; implementing lead pedestrian walk timing; upgrading pedestrian displays to "countdown" type; and adding dilemma zone detection

Assumptions

- Right-of-way negotiations and public outreach will be performed by the City.
- Plans for all locations that will not be receiving new signal poles, roadway widening or wall modifications will not be surveyed and will be laid out on aerial backgrounds.
- The City will assist the Consultant with the inventory of signal head backplates and available space along mastarms for new street name signage.

Work Element 1 Project Management.

The estimated project duration is 12 months. No design work will proceed after the submittal of the 30% plans and estimate without written authorization from the City. No design work will proceed after the submittal of the 90% plans, specifications and estimate without written authorization from the City.

- 1.1 Provide project management administrative services including:
 - Project set-up and execute agreement
 - Execution of subcontractor agreements
 - Preparation of monthly progress reports and invoices
 - Record keeping and project closeout
- 1.2 Provide overall project management including:
 - Project staff management and coordination
 - Subcontractor management and coordination
 - Prepare and update project schedule
 - Schedule and budget monitoring
- 1.3 Coordinate with City staff, including preparation and attendance of up to 8 monthly coordination meetings throughout the duration of the project. Level of effort for this task is based on an average of 2 Consultant staff at each of the following meetings:
 - One formal kickoff meeting at project start
 - One formal kickoff meeting upon re-authorization to proceed following 30% and 90% approval.
 - Meetings every two months at the City throughout the project duration (estimate 6).

Work Element 2 Quality Control/Quality Assurance

The Consultant shall provide internal QA/QC reviews of the following major work elements prior to submittal to the City.

- 2.1 Provide senior review of 30% Plans and estimate.
- 2.2 Provide senior review of 90% Plans, specifications and estimates.
- 2.3 Provide senior review of 100% Plans, specifications and estimates.

Work Element 3 Mapping-

Limits of survey shall be as follows:

- Approximately 500 linear feet along 88th Street NE from the east curb of State Avenue to the east of the intersection,; 80 feet wide, 25 feet on the south side and 55 feet on the north side of the 88th Street NE centerline;

- The intersection of State Avenue at 88th Street NE, including 300 feet on all approaches;
 - The intersection of State Avenue at 80th Street NE, including 300 feet on all approaches,
 - The intersection of State Avenue at 128th Street NE, including 100 feet on all approaches;
 - The intersection of Cedar Avenue at SR 528, including 300 feet on all approaches Pick up building corners and overhangs that lie within the limits described above.
- 3.1 Establish horizontal and vertical control points within the project limits described above. Basis of control will be City of Marysville Datum. Approximately 10 control points will be established and will be made available for the construction Consultant's use during construction. The Consultant will locate, field survey, and calculate positions for all monuments and control points throughout the project limits, using the Washington State plane coordinate system. Conventional or GPS surveying methods will be used on this project. Monuments or corners to be located and field surveyed include the following:
- Section Corners
 - Side street monuments
 - Monuments on State Avenue and Cedar Avenue, centerline, construction and any monument shown or found as indicated on survey records.
- 3.2 Field Survey and Note Reduction. Perform note reduction of the field survey data.
- 3.3 Mapping work to prepare 1"=20' topographic base map and digital terrain model (DTM) in AutoCAD format of the project within the limits described above. The base map will include building faces, building corners, building awnings, signs, trees, curbs, sidewalks, utility poles, signal poles, cemetery plots and other surface features with in the mapping area as describe above. One-foot contours will be generated from the DTM. Field survey to establish existing pavement surface elevation on State Avenue and all side streets within the limits of the project described above. Profiles of the existing roadway surface along 88th Street NE will be surveyed along the edge lines and along left-turn lane lines and at the roadway crown line. Points will be surveyed at approximately 50-ft intervals on 88th Street NE with in the project limits.
- 3.4 Consultant shall subcontract with a locate company to paint all utility locations within the project limits. Service line locations and gravity storm and sewer will not be field located or mapped. Field survey to locate paint marks at 50-ft intervals and surface feature (valves, manholes, catch basins, junction boxes, vaults). Irrigation systems will not be included. The Consultant will prepare a utility base map from this information.

- 3.5 Perform observation and measure-downs of existing storm drain catch basins and manholes only where necessary for locating project improvements. The approximate size, type (brick, concrete), and general condition of the structures to confirm suitability for continued use, and approximate size and location of storm drainage pipes will be documented. These observations will be made from the surface.
- 3.6 Coordinate with the utility companies and identify locations for potholing based on the design layout. Consultant will prepare a potholing plan for review and approval by the City. All potholing will be performed under the direction of the utility owners and is not included in this scope of work. Pothole locations will be marked with pins to identify depth from existing grade to top of their facilities. This information will be incorporated into the mapping accordingly. Depths of utility lines located by potholing will be designated by a symbol in the plans. Survey utility potholes.

Work Element 4 Geotechnical Investigation-

- 4.1 **Geotechnical Coordination and Logistics:** Coordinate geotechnical activities with design team and obtain and review readily available electronic existing information, such as preliminary plans, and relevant geological maps, summary well logs, and geotechnical/environmental reports. Plan and schedule the geotechnical field investigation activities, obtain access permission, prepare traffic control plans right-of-way permit applications. Prepare a proposed exploration plan that identifies the location of each boring to be performed. The exploration plan will be a scaled plan identifying the approximate location of each boring. Actual exploration locations will be dependent on subsurface utility conflicts and coordination with the cemetery for the State Avenue and 88th Street NE project.

Deliverables

Geotechnical Exploration Plan (electronic copy pdf format only)

ROW Permit Application and Traffic Control Plan.

- 4.2 **Geotechnical Field Investigation:** The field exploration program will consist of subsurface borings to characterize soil and groundwater conditions. The subsurface information will form the basis of geotechnical recommendations that will address design of retaining walls, stormwater vaults, stormwater conveyance pipelines, and signal pole foundations. The CONSULTANT will mark the boring locations in the field and arrange for underground utility location (“call before you dig”) prior to drilling.

The borings will be drilled using hollow stem auger drilling techniques and sampled using the SPT standard penetration test at intervals of 2.5 feet to a depth of 15 feet and then at 5-foot intervals thereafter. Proposed exploration borings are:

- **80th Street NE and State Avenue:** One boring to 20 feet BGS at corner of intersection adjacent to signal pole location
- **Cedar Ave and SR 528:** One boring to 20 feet BGS at corner of intersection adjacent to signal pole location
- **State Avenue and 88th St NE:** Three borings to 20 feet BGS to be located along the proposed wall alignment.

- 4.3 Geotechnical Laboratory Testing: Complete a limited geotechnical laboratory testing program consisting of natural moisture content determinations and grain size analyses (course-grain soil) and/or Atterberg limit determinations (fine-grain soil) on selected soil samples from the borings to aid in classifying site soils and determining pertinent engineering properties of the soil.
- 4.4 Geotechnical Report and Engineering: Complete geotechnical engineering analysis to support project elements and prepare a geotechnical investigation report presenting a summary of subsurface soil and groundwater conditions at the three project locations identified in the "Field Investigation" section above and recommendations related to the following project elements:

80th Street NE and State Avenue:

- Signal standard foundation design based on Washington Department of Transportation Geotechnical Design Manual M 46-03 Chapter 17-1 Foundation Design for Signals, Signs, Noise Barriers, Culverts, and Buildings.

Cedar Ave and SR 528:

- Signal standard foundation design based on Washington Department of Transportation Geotechnical Design Manual M 46-03 Chapter 17-1 Foundation Design for Signals, Signs, Noise Barriers, Culverts, and Buildings.

State Avenue and 88th St NE

- Signal standard foundation design based on Washington Department of Transportation Geotechnical Design Manual M 46-03 Chapter 17-1 Foundation Design for Signals, Signs, Noise Barriers, Culverts, and Buildings.
- Concrete gravity wall design parameters including shallow foundation support recommendations, allowable bearing capacity, lateral resistance, lateral earth pressures, and subsurface drainage.
- Subgrade preparation recommendations.
- Fill placement and compaction criteria and estimates of settlement associated with retaining wall construction.
- Utility installation, excavation, backfill material type, and compaction requirements.
- Fill material types, placement and compaction
- Geosynthetics.

Deliverables

Draft Geotechnical Investigation Report (electronic copy pdf format only)

Final Geotechnical Investigation Report (electronic and 3 hard copies)

Assumptions

All subcontractors, equipment subcontractors, laboratories, traffic control

personnel and other related subcontractor personnel will be selected, hired and paid by the Consultant.

Appropriate traffic control, consisting of flaggers and warning signs, will be provided by the Consultant during the drilling of the borings. We will submit a traffic control plan to the City for approval prior to commencing field explorations.

For this project, we have budgeted for a total of 100 ft of drilling.

Soil sampling will be in accordance with ASTM D1586 (Standard Penetration Test procedure), ASTM D3550 (Ring-lined Barrel Sampling of Soil), and ASTM 1587 (Thin-Walled Tube Sampling of Soil).

Piezometers will not be installed in the boring. The groundwater level at the time of drilling (if encountered) will be recorded.

Upon completion of drilling and sampling, the borehole will be abandoned in accordance with WAC 173-160. Soil cuttings from the boring will be placed in drums and disposed of by the drilling subcontractor. The area around the borehole will be restored to the condition prior to drilling.

Borings completed within paved areas will be patched with fast-setting concrete.

Field exploration will be performed during the daylight hours.

Soil samples will be disposed of 60 days after the date of acceptance of the final report.

Work Element 5 Preliminary Plans and Estimate

The preliminary plans and estimate will include the 30% plans and cost opinions for the project.

- 5.1 Review added impervious area and determine if project requires flow control and/or water quality treatment. Document alternatives analysis and recommended approach to detention and treatment in a technical memorandum for City review and approval if necessary.
- 5.2 Meet with WSDOT staff to review ADA compliance issues and provide Maximum Extent Feasible (MEF) documentation for areas that cannot be brought into full compliance with the proposed improvements.
- 5.3 Inventory all existing signal equipment at each intersection within the limits of this project and locate for plan layout.
- 5.4 Analyze illumination to provide levels consistent with the current City illumination standards. Prepare a preliminary layout of the illumination systems and include supporting calculations.
- 5.5 Develop retaining wall cross section. It is anticipated that the wall will be a standard WSDOT cast in place concrete wall with only structural design needed for tie-in to

existing standard WSDOT cast in place wall. Detailed design of the wall will be performed under Work Element 9.

- 5.6 Prepare 30% Plans and estimate preliminary quantities and prepare preliminary opinions of probable cost for construction.
- 5.7 Prepare an analysis of preliminary right-of-way requirements based on existing property lines, estimated required takes, and easements.

Work Element 6 Environmental.

The Consultant will perform the environmental permitting and coordination for this project. This work will include meeting with WSDOT and other agencies that will be involved in permitting the project.

- 6.1 **Design Assistance and Early Agency Coordination**
THE CONSULTANT will provide early input into the formation of project alternatives to ensure each alternative includes provisions to minimize impacts to the surrounding environment. This coordination within the various design elements of the project will identify and incorporate minimization measures early in the alternative development phase of the project and will ensure that an appropriate range of alternatives are developed prior to the agency coordination.
- 6.2 **Section 106**
THE CONSULTANT will initiate and coordinate consultation with the Washington State Office of Archaeology and Historic Preservation (OAHP) through WSDOT and the preparation of the revised APE and Section 106 Report.
Deliverables:
 - a. An Area of Potential Effect (APE)
 - b. Section 106 Report
- 6.3 **Biological Assessment**
THE CONSULTANT will coordinate with the City to address potential project impacts to sensitive species, particularly with respect to applicable requirements of the Endangered Species Act (ESA).
Federal permits will be needed and, therefore, this project will require ESA Section 7 concurrence from the National Marine Fisheries Service (NMFS) and the U.S. Fish and Wildlife Service (USFWS). THE CONSULTANT will confirm which species NMFS and USFWS have federally listed along with the priority species and habitat information from (1) the Washington State Department of Fish and Wildlife (WDFW), Priority Habitats and Species Program, (2) the Washington State Department of Natural Resources (WDNR), Washington Natural Heritage Program, and (3) the City and/or City GIS. THE CONSULTANT will review this information, as well as other appropriate sources of information from existing literature and data resources, in conjunction with any necessary field reconnaissance. In conjunction with other sensitive areas site reconnaissance activities, THE CONSULTANT will verify the presence and availability of potential habitat for species of concern in the project action area. THE CONSULTANT will prepare required documentation for ESA compliance. Documentation for consistency with the ESA will consist of a no

effect (BA) pursuant to Section 7 of the ESA.

Deliverables:

- a. No Effect Letter

6.4 Environmental Justice

The purpose of this study is to document compliance with the Environmental Justice Executive Order. An analysis of the Title VI Population Groups within the project area will be provided. Popular breakdown will conform to U.S. Department of Transportation definitions for "minority" and "low-income." Methods for identification include examination of current census information and discussion with local agencies (for example, planners, social service providers, and school district officials), but will not include door-to-door visits in the project area. This review will also include a comparison of demographic information of the people within the study area to larger population groups to determine if any special populations reside within the project limits that exceed the characteristics of the City of Marysville as a whole. Based on this research, the absence or presence of special population groups will be documented. If such groups are present in the project area, potential impacts, including the possibility for disproportionate adverse impacts on these populations would be evaluated consistent with Title VI of the Civil Rights Act of 1964. Mitigation measures for such impacts would be identified.

The CONSULTANT will assemble this material into an environmental justice assessment and provide five copies of the draft document to the CITY for review. The CONSULTANT will finalize the report based on one round of CITY reviews and submit five copies of the final environmental justice assessment report.

Deliverables:

- a. Environmental Justice Report

6.5 NEPA/SEPA Documentation

The CONSULTANT will prepare the NEPA application for submittal and approval by the lead agency. It is assumed that the nature of this project will allow for a documented Categorical Exclusion supported by the environmental documentation include within this scope of work.

Deliverables:

- a. Completed ECS (As many as two separate documents, to be determined)

Assumptions:

- a. Air and Noise is exempt
- b. No impact to critical areas, no affect to listed species
- c. Cultural resources for 88th Street NE only.

Work Element 7 Community and Agency Coordination.

- 7.1 Provide meeting minutes and action items from City arranged project meetings with cooperating stakeholders including BNSF and permitting agencies. (Assume 4 meetings)
- 7.2 Arrange and coordinate a project meeting with the utility companies. Provide meeting minutes and action items.
- 7.3 Attend up to 2 meetings with groups of abutting property owners and/or tenants. One meeting is assumed to be "open house" style where the Consultant will provide boards and roll plots as necessary.

Work Element 8 Right of Way Calculations

Perform the following work items necessary to establish the right-of-way (ROW) along 88th Street NE and at identified intersections for this project.

- 8.1 Research Records. Determine which existing corners and monuments should be field located and surveyed.
- 8.2 Determine and order title reports. Cost for the title reports will be billed directly to the City.
- 8.3 Calculations for ROW centerline alignment and ROW lines. Using the research information and the survey work described above, calculate location and surveyed corners, roadway features and monuments. The Consultant will determine the centerline alignment for 88th Street NE within the project limits as defined in this scope. The ROW centerline will be defined geometrically using Washington state plane coordinates and stationing will be assigned to the alignment.
- 8.4 Prepare legal descriptions and exhibit maps for up to ten (10) parcels requiring fee simple take.
- 8.5 Prepare legal descriptions and exhibit maps for up to four (4) parcels requiring permanent easements.
- 8.6 Calculate the right-of-way required and prepare exhibit maps for up to four (4) rights-of-entry.
- 8.7 Field locate proposed and existing right of way lines on 4 parcels.

Work Element 9 Final Design

The Consultant shall prepare Final Plans, Specifications and Estimates for review and approval by the City. Plans shall be formatted to provide sufficient detail for convenient field layout of all proposed facilities. City standard details and WSDOT standard plans will be supplemented with project specific details as required. Final bid documents will be signed by a licensed professional engineer in the State of Washington.

- 9.1 Assemble a title and index sheet that would include a vicinity map.
- 9.2 Assemble a sheet for symbol and abbreviation legends, general notes
- 9.3 Prepare roadway typical section for 88th Street NE and pavement restoration details.
- 9.4 Prepare site preparation and erosion control plans. These plans will include all demolition and erosion control, and will provide grading limits.
- 9.5 Prepare alignment, paving, and grading plans. These plans will include horizontal alignment information and plan views of pavement planing, grading and paving limits, as well as limits of cut/fill required and retaining walls.
- 9.6 Prepare curb profile for the widened portion of 88th Street NE.
- 9.7 Prepare private driveway plan and profile drawings, including any required parking revisions.
- 9.8 Prepare channelization and signing plans. These plans will delineate the locations of all pavement markings including lane lines, crosswalks, turn arrows, stop bars and curb face painting. These plans will also show the locations and sizes of all signs.
- 9.9 Prepare drainage detail sheets, depicting special or non-standard drainage features. For budgeting purposes, it is assumed that detention and treatment facilities will not be required.
- 9.10 Prepare drainage plans and profiles. These plans will include information and plan views of storm drainage system including type, size and location of pipes and catch basins.
- 9.11 Prepare traffic signal plans per City Standard Plans and WSDOT Standard Plans for the following:
 - Signal System Replacement at the intersection of 80th Street NE and State Avenue including advanced railroad preemption interface, flashing yellow arrow phasing.
 - Signal Modifications at the intersection of 88th Street NE and State Avenue to accommodate widening on the east leg of the intersection, including additional signal heads, flashing yellow arrow phasing and upgraded pedestrian pushbuttons.
 - Signal Modifications at the intersection of Cedar Avenue and 4th Street (SR 528) including type II signal pole replacement with type III signal poles, flashing yellow arrow phasing, advanced railroad preemption and a blank out sign.
 - Signal Modifications at the intersection of 128th Street NE and State Avenue including new dilemma zone detection, flashing yellow arrow phasing, additional signal heads, implementation of leading pedestrian timing and additional intersection illumination.
 - Signal Modifications at the intersection of 116th Street NE and State Avenue

including new dilemma zone detection.

- Signal Modifications at the intersection of State Avenue and 4th Street (SR 528) including flashing yellow arrow phasing by time of day and queue detection accounting for railroad.
- Citywide signal modifications include the following:
 - Upgrade to countdown pedestrian displays at 9 intersections
 - Add yellow retroreflective backplate tape to 12 intersections
 - Implement lead pedestrian phasing at 4 additional intersections
 - Upgrade street name signs at 34 intersections.

For new traffic signal prepare a traffic signal plan, traffic signal wiring diagram, phasing and timing plan. Prepare traffic signal details including signal pole details and pole foundation details, OPTICOM location (to be approved by the Marysville Fire District), and detection camera and/or loop locations.

- 9.12 Prepare roadway illumination system plans. Plans will include layouts of lighting system equipment, and conduit and conductor schedules. Illumination design shall be per the current City of Marysville / PUD Street Lighting Standards.
- 9.13 Prepare retaining wall modification plans. Plans views of retaining walls will be shown on the paving and grading plans. The horizontal limits of the retaining wall modification will be shown by station and offsets.
- 9.14 Prepare retaining wall profiles. Wall profiles will be prepared showing the top of wall, top of wall barrier, top of footing, existing ground line and final ground line.
- 9.15 Prepare retaining wall details. Structural design details for wall tie-in will be prepared and shown on these plans. Standard WSDOT details will be utilized for a typical cross section of the wall, all barrier design details, foundation details, and fencing/handrail details, .
- 9.16 Update MEF document based on final design configuration and provide details to clearly identify performance requirements and slope criteria of ramps and landings.
- 9.17 Perform 90% and 100% Design quantity take-offs and opinion of costs.
- 9.18 Prepare contract specifications for the 90% and 100% submittals based on WSDOT/APWA standards (English), and applicable LAG standards.

Work Element 10 Plan Production

- 10.1 Assemble and submit plans and specifications for 90, and 100 percent levels of design.
 - One full size set of plans
 - 6 half-size sets of plans (11x17), including one unbound original
 - 6 copies of specs, including one unbound original
 - 6 copies of the opinion of cost

10.2 Coordination with Builder's Exchange

Work Element 11 Assistance During Bidding.

11.1 Prepare addenda and respond to bidders questions relayed through the City. It is assumed that the Consultant will prepare up to six (6) addenda.

Additional Services

The City may require additional services of the Consultant in order to advance all or portions of the project through bid document preparation and construction. The scope of these services will be determined based on the unanticipated project needs or other considerations at the sole discretion of the City. This work may include items identified in the current task authorizations as well other items, which may include, but are not necessarily limited to the following:

- ◆ Additional environmental documentation
- ◆ Property appraisals
- ◆ Right of Way acquisition or assistance with condemnation proceedings.
- ◆ Providing Construction Support Services

These services will be authorized under a future contract supplement if necessary. At the time these services are required, the Consultant shall provide a detailed scope of work and an estimate of costs. The Consultant shall not proceed with the work until the City has authorized the work and issued a notice to proceed.

Sheet List

Cover sheet	(1 sheet)
Sheet Index, Survey Control & Alignment Data	(1 sheet)
Legend and Abbreviations	(1 sheet)
Roadway Sections and Details	(1 sheet)
Paving Details	(1 sheet)
Drainage Details	(1 sheet)
Right of Way Plans	(5 sheets)
Site Preparation and Erosion Control Plans	(4 sheets)
Roadway Plan and Profiles	(2 sheets)
Drainage Plan and Profiles	(2 sheets)
Driveway / Parking Plans	(2 sheets)
Retaining Wall Plan and Elevations	(1 sheet)
Retaining Wall Details	(1 sheets)
Illumination Plans and Details	(4 sheets)
Traffic Signal Systems Plans and Details	(14 sheets)
Channelization and Signing Plans and Details	(2 sheets)
TOTAL =	43 sheets

Exhibit D-2 Payment (Cost Plus a Fixed Fee)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work." The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

- A. **Actual Costs:** Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, overhead, direct non-salary costs, and fixed fee.
1. **Direct Salary Costs:** The Direct Salary Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
 2. **Overhead Costs:** Overhead Costs are those costs other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the rate shown in the heading of this AGREEMENT under "Overhead Progress Payment Rate." Total overhead payment shall be based on the method shown in the heading of the AGREEMENT. The two options are explained as follows:
 - a. **Fixed Rate:** If this method is indicated in the heading of the AGREEMENT the AGENCY agrees to reimburse the CONSULTANT for overhead at the percentage rate shown. This rate shall not change during the life of the AGREEMENT.
 - b. **Actual Cost:** If this method is indicated in the heading of the AGREEMENT the AGENCY agrees to reimburse the CONSULTANT the actual overhead costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANTS cost estimate and the overhead computation is shown in Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. When an Actual Cost method is used, the CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an overhead schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the overhead rate for billing purposes. It shall be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's overhead cost to reflect the actual rate.

Failure to supply this information by either the prime CONSULTANT or any of their sub-consultants shall cause the AGENCY to withhold payment of the billed overhead costs until such time as the required information is received and an overhead rate for billing purposes is approved.

The AGENCY, STATE and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual overhead rate, if they so desire.

3. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and sub-consultant costs.
 - a. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY'S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 CFR Part 31.205-46 "Travel Cost
 - b. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT.
 - c. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request.
 - d. All above charges must be necessary for the services provided under this AGREEMENT.
4. **Fixed Fee:** The Fixed Fee, which represents the CONSULTANT'S profit, is shown in the heading of this AGREEMENT under Fixed Fee. This amount does not include any additional Fixed Fee, which could be authorized from the Management Reserve Fund. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
5. **Management Reserve Fund:** The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed

the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

- B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the calculated overhead and fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct Salary, Direct Non-Salary, and allowable Overhead Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed salary costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

- D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

HOURLY AND FEE ESTIMATE

EXHIBIT E-1

**Project: City of Marysville
HSIP Projects**

	48.07692						
	134992	100006.4	85280	74048	105352	60008	46488
	\$ 178.98	\$ 132.60	\$ 113.07	\$ 98.18	\$ 139.68	\$ 79.56	\$ 61.64



Task	Description	Labor Hour Estimate							Total Fee				
		Senior Engineer	Project Manager	Proj Engr Senior LA	Dsn engr LA	Survey crew	Tech	Clerical	Hours	Direct Labor Cost	Overhead	Profit	Effective multiplier
		\$ 64.90	\$ 48.08	\$ 41.00	\$ 35.60	\$ 50.65	\$ 28.85	\$ 22.35			145.78%	30%	2.7578
Work Element 1 - Project Management													
1.1	Project management administrative services	4	8	0	0	0	0	24	36	1,181	1,721	354	\$ 3,255.97
1.2	Overall Project management	4	8	0	0	0	0	0	12	644	939	193	\$ 1,776.69
1.3	City staff coordination meetings (8)	16	48	8	0	0	0	16	88	4,032	5,878	1,210	\$ 11,119.01
	Reimbursable expenses - see breakdown for details												\$ 400.00
	Task Totals	24	64	8	0	0	0	40	136	5,857	8,538	1,757	\$ 16,551.66
Work Element 2 - Quality Control/Quality Assurance													
2.1	Review preliminary design	8	0	0	0	0	0	0	8	519	757	156	\$ 1,431.85
2.2	Review 90% plans, specs, and estimate	8	0	0	0	0	0	0	8	519	757	156	\$ 1,431.85
2.3	Review 100% plans, specs, and estimate	4	0	0	0	0	0	0	4	260	378	78	\$ 715.92
	Reimbursable expenses - see breakdown for details												\$ 50.00
	Task Total	20	0	0	0	0	0	0	20	1,298	1,892	389	\$ 3,629.62
Work Element 3 - Mapping													
3.1	Establish horizontal and vertical control	0	2	5	0	8	0	0	16	747	1,090	224	\$ 2,061.07
3.2	Field survey and note reduction	0	0	16	8	16	0	0	40	1,751	2,553	525	\$ 4,829.46
3.3	Prepare topo and DTM	0	0	16	16	0	0	0	32	1,226	1,787	368	\$ 3,379.96
3.4	Locate utility paint marks	0	0	0	8	4	0	0	12	487	711	146	\$ 1,344.15
3.5	CB and MH measure downs	0	0	0	0	4	0	0	4	203	295	61	\$ 558.73
3.6	Survey utility potholes	0	0	0	4	8	0	0	12	548	798	164	\$ 1,510.17
	Reimbursable expenses - see breakdown for details												\$ 2,000.00
	Task Total	0	2	38	36	40	0	0	116	4,962	7,233	1,489	\$ 15,683.54
Work Element 4 - Geotechnical Report													
4.1	Geotechnical Coordination	0	0	1	0	0	4	2	7	201	293	60	\$ 554.59
4.2	Field Investigation	0	0	0	0	0	0	0	0	0	0	0	\$ -
4.3	Laboratory Testing	0	0	0	0	0	0	0	0	0	0	0	\$ -
4.4	Geotechnical Engineering and Report	0	1	1	0	0	4	2	8	249	363	75	\$ 687.19
	Reimbursable expenses - see breakdown for details												\$ 18,422.60
	Task Total	0	1	2	0	0	8	4	15	450	656	135	\$ 19,664.38

HOURLY AND FEE ESTIMATE

EXHIBIT E-1

Project: City of Marysville
HSIP Projects

48.07692
134992 100006.4 85280 74048 105352 60008 46488
\$178.98 \$132.60 \$113.07 \$ 98.18 \$139.68 \$ 79.56 \$ 61.64



Task	Description	Labor Hour Estimate							Total Fee				
		Senior Engineer \$ 64.90	Project Manager \$ 48.08	Proj Engr Senior LA \$ 41.00	Dsn engr LA \$ 35.60	Survey crew \$ 50.65	Tech \$ 28.85	Clerical \$ 22.35	Hours	Direct Labor Cost	Overhead 145.78%	Profit 30%	Effective multiplier 2.7578
Work Element 5 - Preliminary Plans and Estimate													
5.1	Review stormwater facilities, stds, and approach	0	2	8	0	0	2	0	12	482	702	145	\$ 1,328.87
5.2	ADA Site Visit with WSDOT and MEF documentation	2	8	0	16	0	8	2	36	1,360	1,982	408	\$ 3,749.34
5.3	Inventory all existing signal equipment	0	2	0	12	0	12	0	26	870	1,268	261	\$ 2,398.07
5.4	Prepare preliminary lighting layout and calcs	0	1	0	0	0	12	0	13	394	575	118	\$ 1,087.35
5.5	Develop retaining wall modifications	0	1	2	0	0	4	0	7	245	358	74	\$ 676.98
5.6	Prepare 30% Plans and opinion of cost	1	4	24	12	0	30	8	79	2,713	3,955	814	\$ 7,481.14
5.7	Analyze preliminary right of way requirements	1	4	0	16	0	4	0	25	942	1,374	283	\$ 2,598.45
	Reimbursable expenses - see breakdown for details												\$ 1,300.00
	Task Total	4	22	34	56	0	72	10	198	7,006	10,213	2,102	\$ 20,620.21

HOURLY AND FEE ESTIMATE

EXHIBIT E-1

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HSIP Projects

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134992	100006.4	85280	74048	105352	60008	46488	
\$ 178.98	\$ 132.60	\$ 113.07	\$ 98.18	\$ 139.68	\$ 79.56	\$ 61.64	



Task	Description	Labor Hour Estimate							Total Fee				
		Senior Engineer	Project Manager	Proj Engr Senior LA	Dsn engr LA	Survey crew	Tech	Clerical	Hours	Direct Labor Cost	Overhead	Profit	Effective multiplier
		\$ 64.90	\$ 48.08	\$ 41.00	\$ 35.60	\$ 50.65	\$ 28.85	\$ 22.35			145.78%	30%	2.7578
Work Element 6 - Environmental													
6.1	Design Assistance and Coordination	0	2	0	0	0	0	0	2	96	140	29	\$ 265.19
6.2	Section 106	0	0	0	0	0	0	0	0	0	0	0	\$ -
6.3	Biological Assessment	0	2	0	0	0	0	0	2	96	140	29	\$ 265.19
6.4	Environmental Justice	0	2	0	0	0	0	0	2	96	140	29	\$ 265.19
6.5	NEPA/SEPA Documentation	0	2	0	0	0	0	0	2	96	140	29	\$ 265.19
	Reimbursable expenses - see breakdown for details												\$ 34,739.20
Task Total		0	8	0	0	0	0	0	8	385	561	115	\$ 35,799.96
Work Element 7 - Community and Agency Coordination													
7.1	BNSF and WSDOT Coordination meetings (4 mtgs)	3	12	0	0	0	4	4	23	976	1,423	293	\$ 2,692.88
7.2	Utility coordination meetings (1 mtg)	2	4	0	0	0	2	2	10	425	619	127	\$ 1,170.74
7.3	Community/Property Owner (2 mtgs)	6	12	0	0	0	0	0	18	966	1,409	290	\$ 2,665.03
	Reimbursable expenses - see breakdown for details												\$ 500.00
Task Total		11	28	0	0	0	6	6	51	2,367	3,451	710	\$ 7,028.65

HOURLY AND FEE ESTIMATE

EXHIBIT E-1

Project: City of Marysville
HSIP Projects

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	\$ 178.98	\$ 132.60	\$ 113.07	\$ 98.18	\$ 139.68	\$ 79.56	\$ 61.64



Task	Description	Labor Hour Estimate							Total Fee				
		Senior Engineer	Project Manager	Proj Engr Senior LA	Dsn engr LA	Survey crew	Tech	Clerical	Hours	Direct Labor Cost	Overhead 145.78%	Profit 30%	Effective multiplier 2.7578
		\$ 64.90	\$ 48.08	\$ 41.00	\$ 35.60	\$ 50.65	\$ 28.85	\$ 22.35					
Work Element 8 - Right of Way Calculations													
8.1	Research Records	0	0	12	0	0	0	0	12	492	717	148	\$ 1,356.84
8.2	Determine and order title reports	0	0	8	0	0	0	8	16	507	739	152	\$ 1,397.65
8.3	Calculation for R/W	0	0	18	16	0	0	0	34	1,308	1,906	392	\$ 3,606.10
8.4	Prepare deed take legals and exhibits (10 parcels)	0	3	18	20	0	0	0	41	1,594	2,324	478	\$ 4,396.60
8.5	Prepare easement legals and exhibits (4 parcels)	0	2	8	20	0	0	0	30	1,136	1,656	341	\$ 3,133.30
8.6	Calculate R/W for rights of entry (4)	0	0	0	8	0	0	0	8	285	415	85	\$ 785.42
8.7	Field locate proposed and existing R/W (4 parcels)	0	0	0	10	15	0	0	25	1,116	1,627	335	\$ 3,077.02
	Reimbursable expenses - see breakdown for details												\$ 400.00
	Task Total	0	5	64	74	15	0	8	166	6,437	9,384	1,931	\$ 18,152.92

HOURLY AND FEE ESTIMATE

EXHIBIT E-1

**Project: City of Marysville
HSIP Projects**

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	134992	100006.4	85280	74048	105352	60008	46488
	\$ 178.98	\$ 132.60	\$ 113.07	\$ 98.18	\$ 139.68	\$ 79.56	\$ 61.64



Task	Description	Labor Hour Estimate							Total Fee				
		Senior Engineer	Project Manager	Proj Engr Senior LA	Dsn engr LA	Survey crew	Tech	Clerical	Hours	Direct Labor Cost	Overhead	Profit	Effective multiplier
		\$ 64.90	\$ 48.08	\$ 41.00	\$ 35.60	\$ 50.65	\$ 28.85	\$ 22.35			145.78%	30%	2.7578
Work Element 9 - Final Design													
9.1	Title/Index Sheet	0	0	0	0	0	1	0	1	29	42	9	\$ 79.56
9.2	Notes/Legends/Abbreviations sheet	0	0	0	2	0	1	0	3	100	146	30	\$ 275.92
9.3	Roadway typical sections	0	0	2	8	0	4	0	14	482	703	145	\$ 1,329.81
9.4	Site prep/TESC plans	0	1	4	8	0	8	0	21	728	1,061	218	\$ 2,006.80
9.5	Alignment, paving, and grading plans	0	1	4	8	0	8	0	21	728	1,061	218	\$ 2,006.80
9.6	Roadway profiles for 88th	0	0	2	4	0	8	0	14	455	664	137	\$ 1,255.35
9.7	Driveway/parking revision plans	0	0	0	4	0	4	0	8	258	376	77	\$ 710.96
9.8	Channelization and signing plans	0	0	2	4	0	4	0	10	340	495	102	\$ 937.10
9.9	Drainage details	0	0	2	4	0	4	0	10	340	495	102	\$ 937.10
9.10	Drainage Plan and Profiles	0	0	2	16	0	8	0	26	882	1,286	265	\$ 2,433.48
9.11	Traffic Signal plans	0	20	40	60	0	80	0	200	7,046	10,271	2,114	\$ 19,430.36
9.12	Roadway illumination plans	0	8	6	0	0	24	0	38	1,323	1,929	397	\$ 3,648.68
9.13	Retaining wall plans	0	4	8	8	0	16	0	36	1,267	1,847	380	\$ 3,493.36
9.14	Retaining wall profile	0	0	2	8	0	4	0	14	482	703	145	\$ 1,329.81
9.15	Retaining wall details	0	0	0	2	0	8	0	10	302	440	91	\$ 832.86
9.16	Finalize MEF document and ADA details	4	10	0	26	0	4	2	46	1,826	2,662	548	\$ 5,036.02
9.17	90%, 100% QTO and cost opinions	4	4	16	16	0	16	2	58	2,184	3,184	655	\$ 6,022.54
9.18	90%, 100% Specifications	16	8	12	8	0	6	12	62	2,641	3,850	792	\$ 7,283.74
	Reimbursable expenses - see breakdown for details												\$ 6,500.00
	Task Total	24	56	102	186	0	208	16	592	21,412	31,215	6,424	\$ 65,550.23

HOUR AND FEE ESTIMATE

EXHIBIT E-1

Project: City of Marysville
HSIP Projects

	48.07692						
134992	100006.4	85280	74048	105352	60008	46488	
\$ 178.98	\$ 132.60	\$ 113.07	\$ 98.18	\$ 139.68	\$ 79.56	\$ 61.64	



Task	Description	Labor Hour Estimate						Total Fee					
		Senior Engineer	Project Manager	Proj Engr Senior LA	Sen engr LA Surveyor	Survey crew	Tech	Clerical	Direct Hours	Overhead Labor Cost	Profit	Effective multiplier	
		\$ 64.90	\$ 48.08	\$ 41.00	\$ 35.80	\$ 50.85	\$ 28.85	\$ 22.35		145.78%	30%	2.7578	
Work Element 10 - Plan Production													
10.1	Assemble submittals for 90%, 100% PSE	0	0	0	4	0	20	8	32	898	1,309	269	\$ 2,477.06
10.2	Assemble Bid Documents and coordinate with BX	0	0	0	4	0	8	8	20	552	805	166	\$ 1,522.31
	Reimbursable expenses - see breakdown for details												\$ 1,000.00
	Task Total	0	0	0	8	0	28	16	52	1,450	2,114	435	\$ 4,999.36
Work Element 11 - Assistance During Bidding													
11.1	Prepare Addenda and respond to questions	2	4	4	4	0	4	2	20	789	1,150	237	\$ 2,174.86
	Reimbursable expenses - see breakdown for details												\$ -
	Task Total	2	4	4	4	0	4	2	20	789	1,150	237	\$ 2,174.86
TOTAL HOURS AND TOTAL ESTIMATED FEE		85	190	252	364	55	326	102	1374	52413	76407	15724	\$ 209,855

EXHIBIT F



**Washington State
Department of Transportation**
Paula J. Hammond, P.E.
Secretary of Transportation

August 10, 2012

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

Susan Rowe
KPG, Inc.
753 9th Ave N
Seattle WA, 98109

Re: KPG, Inc. Overhead Schedule
Fiscal Year End December 31, 2011

Dear Ms. Rowe:

We have completed a desk review of your overhead schedule for the above referenced fiscal year. Our review included the documentation provided by KPG, Inc.

The reviewed data included, but was not limited to; the schedule of the indirect cost rate, a description of the company, basis of accounting and description of KPG, Inc. accounting system and the basis of indirect costs.

Based on our work, we are issuing this letter of review establishing KPG, Inc. overhead rate for the fiscal year ending December 31, 2011 at 145.78% (rate includes Facilities Cost of Capital) of direct labor. Costs billed to actual agreements will still be subject to audit of actual costs.

Please check with the WSDOT Consultant Services Office (HQ) and/or the WSDOT Area Consultant Liaison to determine when this reviewed rate will be applicable to your WSDOT agreement(s).

Also, remember that when you provide next year's overhead schedule to our office, you will also need to submit **either** your internally prepared *Compensation Analysis* for our review, or use the *National Compensation Matrix* (NCM) format to prepare your alternate analysis and we will review that. The NCM is a tool that establishes compensation amounts presumed reasonable for **certain** executive positions. The *Compensation Analysis* and NCM are described further in the AASHTO Audit Guide, Chapter 7. We will need your *Compensation Analysis*, or alternative analysis based on use of the NCM, in order to complete our review of your overhead schedule.

Ms. Rowe
August 10, 2012
Page 2

If you, or any representatives of KPG, Inc. have any questions, please contact Martha Roach, Jeri Sivertson, or Steve McKerney at (360)705-7003.

Sincerely,

A handwritten signature in cursive script that reads "Martha Roach".

Martha S. Roach
Agreement Compliance Audit Manager

MR:ds
Enclosures

cc: Steve McKerney, Director of Internal Audit
Jeri Sivertson, Assistant Director of Internal Audit
Larry Schofield, MS 47323
File

KPG, Inc.
2011 Overhead Schedule
For FY Ending December 31st, 2011

Description	Financial Statement Amount	KPG Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
Direct Labor	<u>\$2,817,914</u>		\$3,600	Q	<u>\$2,821,514</u>	100.00%
Fringe Benefits:						
Vacation, Sick, & Holiday	\$556,434				\$556,434	19.72%
Payroll Taxes	252,650		131,345	Q	383,995	13.61%
Health Insurance	466,347				466,347	16.53%
Workers' Comp. Insurance	19,953				19,953	0.71%
Holiday Bonus	6,100		(6,100)	M	0	0.00%
Profit Sharing (401-k)	73,279				73,279	2.60%
Total Fringe Benefits	<u>\$1,374,762</u>	<u>\$0</u>	<u>\$125,245</u>		<u>\$1,500,007</u>	<u>53.16%</u>
General Overhead:						
Indirect Labor	\$1,155,440	(\$5,139)	(\$140,386)	A,N	\$1,009,915	35.79%
Bid & Proposal Labor	318,208				318,208	11.28%
Accounting & Legal	31,829	(12,475)	8,400	F, T	27,754	0.98%
Automobile	90,792	(29,081)	(28,118)	B, O	33,593	1.19%
Bank Charge	6				6	0.00%
Donations	2,350	(2,350)		J	0	0.00%
Conferences	16,493	(2,680)		D,J,L	13,813	0.49%
Organizations	22,259	(78)		E	22,181	0.79%
Publications	5,027				5,027	0.18%
Employee Services	52,297		(52,297)	P	(0)	0.00%
Interest	6,365	(6,365)		G	0	0.00%
Licenses	7,804				7,804	0.28%
Meals	42,499	(42,499)		H	0	0.00%
IT - Computer	121,894				121,894	4.32%
IT - Telephone	101,895	(1,055)	15,738	D,Q	116,577	4.13%
IT - Training	15,986				15,986	0.57%
Office Supplies	52,745				52,745	1.87%
Payroll Services	6,653				6,653	0.24%
Postage & Delivery	3,274				3,274	0.12%
Printing	4,002				4,002	0.14%
Recruiting Costs	311				311	0.01%
Rent	547,488	(270,210)	(32,006)	K, R	245,272	8.69%
Repairs & Maintenance	60,173				60,173	2.13%
Shareholder Buyout	94,086	(18,650)	(75,436)	G,S	0	0.00%
Survey	46,150				46,150	1.64%
Taxes & Insurance	405,108	(20,968)		C	384,140	13.61%
Travel	8,396	(8,396)		H	(0)	0.00%
Utilities	36,211				36,211	1.28%
Depreciation	146,622	(88,959)		I	57,663	2.04%
Total General Overhead	<u>\$3,402,361</u>	<u>(\$508,904)</u>	<u>(\$304,105)</u>		<u>\$2,589,352</u>	<u>91.77%</u>
Total Overhead Costs	<u>\$4,777,123</u>	<u>(\$508,904)</u>	<u>(\$178,860)</u>		<u>\$4,089,359</u>	<u>144.93%</u>
Overhead Rate (Less FCC)	169.53%	151.47%			<u>144.93%</u>	

KPG, Inc.
2011 Overhead Schedule
For FY Ending December 31st, 2011

Description	Financial Statement Amount	KPG Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
Facilities Cost of Capital					\$23,756	0.84%
					<u>\$4,113,115</u>	
Overhead Rate (Includes FCC)					<u><u>145.78%</u></u>	

KPG Corp - Reviewed & Accepted 8/10/2012, MJP
"Overhead Rate still subject to WSDOT Audit"

References

KPG Adjustments:

- A1 Overtime premium unallowable \$486 per 48 CFR 22.103-1, 22.103-4(g)
- A2 Severance pay unallowable \$4,653
- B Mixed use auto allowances ? 1/2 of \$58,161 per 48 CFR 31.205-6 (m) (2) and 31.205-46 (d)
- C Key person life insurance unallowable \$20,968 per 48 CFR 31.205-19(e)(2)(v).
- D1 Advertising unallowable (1/2 page ad) \$225 per CFR 31.205-1
- D2 Advertising unallowable (yellow pages) \$1,055 per CFR 31.205-1
- E Lobbying unallowable \$78 per CFR 31.205-22
- F Tax preparation fees unallowable \$12,475 per 48 CFR 31.205-41 (b) (1), 31.201-6 (a), S-Corp
- G1 Interest unallowable \$6,365 per 48 CFR 31.205-20.
- G2 Interest unallowable \$18,650 per 48 CFR 31.205-20.
- H1 Inadequate supporting documentation unallowable (meals) \$42,499
- H2 Inadequate supporting documentation unallowable (travel) \$8,396
- I Accelerated depreciation unallowable \$88,959
- J1 Donations Unallowable \$2,350
- J2 Donations Unallowable \$560
- K Common Control Rent adjustment \$270,210
- L Entertainment unallowable (golf) \$1,895

WSDOT Adjustments:

- M Bonus is not performance based all employees reviled \$100 Holiday gift, 48 CFR 31.205-6 (f), AASHTO Chp 7.12
- N Two Employee's received \$50,000 each of unallowable distributions, payment for Gym, \$2,609 is unallowable 48 CFR 31.205-13 (c), medical payment already in fringe benefits \$38,263, WSDOT overhead policy expired with OH's for 2009 (see ref A1) \$486 now allowable.
- O Personal use of Auto's unallowable removed 63% of all Auto accounts, per mileage log provided by firm, 48 CFR 31.205-46 (d)
- P Entertainment, Gifts, Dinners and Gym membership is unallowable 48 CFR 31.205-13 (b), 31.205-14,
- Q Improper calculation, firm missed \$15,738 indirect expense and \$3,600 of direct labor, taxes in addition to FICA not expensed in the amount of \$131,345
- R \$32,006 of sub-leased rent received, 48 CFR 31.201-5
- S Organization cost of shareholder buyout is unallowable 48 CFR 31.205-6 (i) & 31.205-27
- T WSDOT Overhead policy expired with 2009 Overhead, see Ref F, \$8,400 tax Prep fee's allowable, \$4,075 of S-Corp personal tax Prep still unallowable

EXHIBIT G-1
(Widener)

Widener & Associates

Transportation & Environmental Planning

10108 32nd Avenue W Ste D Everett, WA 98204-1302

Tel (425) 348-3059 Fax (425) 348-3124

August 12, 2013

KPG, Inc.
753 9th Avenue N
Seattle, WA 98109

Subject: Hourly Rate Statement

Dear Richard Hutchinson, Contract Administrator

Please consider this letter to be a statement of rates for DGK Inc. DBA Widener & Associates (Widener). It covers consulting work for;

City of Marysville Public Works on issues related to environmental permitting and coordination for this project.

"HSIP Projects"

Widener is a five-person firm with no calculated overhead rate. We charge a flat hourly fee for services that is all-inclusive of direct salary, overhead and fee. The hourly fees offered for this contract are the lowest fees we offer for preferred clients. I also confirm that all direct nonsalary costs will be invoiced without mark-up.

- *Project Manager - \$154.00*
- *Biologist - \$86.80*

We appreciate the opportunity to work with you on this project. If you have any questions or need additional information, please call at 425-503-3629.

Sincerely,



Ross L Widener
Vice President
WIDENER & ASSOCIATES

**Exhibit G1
City of Marysville
Cost Estimate for
Environmental Documentation**

	Project Manager	Project Biologist				
Task 7.1						
Draft ECS	4	8				
Final ECS	4	8				
Task 7.2 BA Review						
Data Collection and Review	4	8				
Field Investigation	4	4				
Task 7.3 Cultural Resource Investigation						
Section 106 APE	4	8				
WSDOT Coordination Section 106	8	4				
Total Hours	20	24				
Summary			Hours	Rate	Cost	
Project Manager			20	\$154.00	\$3,080.00	
Project Biologist			24	\$86.80	\$2,083.20	
TOTAL ESTIMATED COST					\$5,163.20	
Assumes client provides exhibits/plan and description of project activities.						
Assumes a no effect for ESA						
Assumes an exemption under Section 106						

Environmental Cost Estimate

	Project Manager Hours	Project Biologist Hours	
Task 4.1 Design Assistance and Early Agency Coordination	4	8	
Task 4.2 Historic and Cultural Resources			
APE Development	12	10	
SHPO Coordination	12	6	
Task 4.3 Biological Assessment			
Draft	4	18	
Final	2	2	
WSDOT Review	8	4	
Task 4.4 – Environmental Justice Survey			
Data Collection	4	8	
Analysis	6	18	
Report Preparation	8	24	
Revisions	7	12	
Task 4.5 NEPA ECS			
Draft	4	19.06	
Final	4	4	
WSDOT Review	8	8	
Total Hours	83	141.06	
	Hours	Hourly Rate	Total Labor
Project Manager	83	\$154.00	\$12,782
Project Biologist	141.06	\$86.80	\$12,244
Section 106 Field Work			\$4,500.00
TOTAL ESTIMATED COST			\$29,526
Assumptions			
No impact to critical areas			
No affect to listed speices			
Noise is exempt			
No Impacts to the Park			
New Stormwater Infiltrates			

EXHIBIT G-1
(Bright Engineering)

Bright Engineering, Inc.

Consulting Structural and Civil Engineering

August 12, 2013

BEI# 138.28

KPG, Inc.
Attn: Richard Hutchinson
2502 Jefferson Ave.
Tacoma, WA 98402

RE: Statement of Negotiated Rates
KC Contract #E00269E12
Marysville HSIP Program

This letter is to confirm that Bright Engineering, Inc. does not have an audited overhead rate and that we contract for services based on a negotiated hourly rate that includes direct salary, overhead and fee. The rates below are the lowest rates charged to our preferred customers, and are approved by King County for their projects. These rates are valid from the date of this letter until 12/31/2013.

<u>Classification</u>	<u>Hourly Rate</u>
Project Manager	\$ 194.69
Senior Project Engineer	\$ 165.47
CADD	\$ 86.62

All travel beyond thirty (30) miles of our office will be billed per the Washington State Department of Transportation Travel Regulation. Travel and expenses will not be billed on this project. All sub-consultant costs and direct reimbursements will be at cost with no mark-ups.

Sincerely,



Ade Bright, PE, SE



Consulting Structural and Civil Engineering

1809 7th Avenue, Suite 1100 | Seattle, Washington 98101-1851 | phone: 206.675.3777 | fax: 206.675.1851 | info@brighteng.com

Client: KPGDate: August 9, 2013Attn: Richard HutchinsonAddress: 2502 Jefferson AveTacoma, WA 98402Project: Marysville HSIP ProgramLocation: Marysville, WA

Job No.: _____

BEI Ref. No.: 138.28**ESTIMATE OF LABOR AND EXPENSE**

Labor						
Labor Descriptions		Project Engineer	Structural Engineer	CADD	Document Processing	Total
a.	Prepare plans for Retaining Wall	16		16		32
b.	Prepare specs and cost estimate	4				4
Total Labor Hours		20		16		36
Billing Rate		\$194.69	\$165.47	\$86.62		
Labor Subtotals		\$3,893.80		\$1,385.92		\$ 5,279.72
Total Labor Amount						\$ 5,279.72

In-House Expenses	Unit	Unit Cost	Qty	Direct Cost	Totals
Mileage	Miles	\$0.57			\$ -
Submittal Vellum Plots	Sheet	\$8.00			\$ -
Photocopies	Sheet	\$0.10			\$ -
Check Prints	Sheet	\$1.00			\$ -
Total In-House Expense					\$ -

Total Estimate of Labor & Expense					\$ 5,279.72
--	--	--	--	--	--------------------

EXHIBIT G-1
(Geo Design)



August 9, 2013

KPG, Inc.
2502 Jefferson Avenue
Tacoma, WA 98402

Attention: MR. Richard Hutchinson, P.E.

Proposal
Geotechnical Engineering Services
Citywide Intersection Safety Improvements
80th Street NE and State Avenue
Cedar Avenue and SR 528
State Avenue and 88th Street NE
Marysville, Washington
GeoDesign Project: KPG-28-01

INTRODUCTION

GeoDesign, Inc. is pleased to present this proposal to provide geotechnical engineering services for the City of Marysville (City) Citywide Intersection Safety Improvements Projects. The proposed improvements that require geotechnical services include the following three projects:

1. Replacement of the signal system at 80th Street NE and State Avenue, which will require signal pole foundation recommendations.
2. Replacement of signal poles and upgrade of lighting at Cedar Avenue and SR 528, which will require signal pole foundation recommendations.
3. Widening of westbound 88th Street NE to construct a dedicated right turn lane to northbound at State Avenue, which will require retaining wall and embankment construction recommendations.

We reviewed the summary well logs of borings completed in the project area. Subsurface conditions typically encountered fine to medium sand to depths exceeding 20 feet below ground surface (BGS) with groundwater varying from 15 to 25 feet deep.

Geotechnical recommendations are required for signal pole foundations and to support the design on a new gravity retaining wall.

SCOPE OF SERVICES

The purpose of our geotechnical services will be to provide geotechnical recommendations for design of the improvements as listed above. Our specific scope of our services is summarized as follows:

- Coordinate and manage the field investigation, including obtaining street-use right-of-way and lane closure permits from the City. We anticipate that the City will waive the right-of-way permit fees associated with the project. A street-use right-of-way application will still be required along with a proposed traffic control plan specific to each project location.
- Complete a subsurface field investigation that includes the following:
 - Traffic control during the exploration activities within the public right-of-way.
 - Exploration of the subsurface conditions at each of the three project locations as follows:
 - 80th Street NE and State Avenue: One boring to 20 feet BGS at the corner of the intersection adjacent to the signal pole location
 - Cedar Avenue and SR 528: One boring to 20 feet BGS at the corner of the intersection adjacent to the signal pole location
 - State Avenue and 88th Street NE: Three borings to 20 feet BGS to be located along the proposed wall alignment within the cemetery and up to two pavement cores to be completed in the center lane of 88th Street NE just east of the intersection with State Avenue

The borings will be drilled with a small track-mounted drill rig to minimize our footprint within the right-of-way and disturbance in the cemetery. Drilling will be completed using hollow-stem auger techniques. Our representative will collect samples from the borings and log the subsurface conditions encountered. Samples will be collected using the Standard Penetration Test at approximately 2.5-foot intervals for the initial 15 feet and then at 5-foot intervals thereafter.

We anticipate traffic control services, including one flagger, will be required when working within the right-of-way and to re-route traffic around the equipment. A separate site visit will be necessary in order to mark the boring locations for the utility locate requests and to meet with cemetery personnel to determine acceptable boring locations along the proposed retaining wall alignment. A second visit will be necessary to verify that there are no utility conflicts at the proposed boring locations prior to drilling. We anticipate each boring can be drilled in approximately two hours, after which the area will be cleared.

We assume the City will coordinate access to the cemetery property.

- Complete laboratory analyses on disturbed soil samples obtained from the explorations, including up to 15 moisture content determinations, 4 grain-size analyses, and 3 Atterberg limits tests.

- Prepare a report summarizing our findings, conclusions, and recommendations, including information related to the following:
 - Subsurface soil and groundwater conditions
 - Luminaire foundation design based on Washington Department of Transportation Geotechnical Design Manual M 46-03 Chapter 17-1 Foundation Design for Signals, Signs, Noise Barriers, Culverts, and Buildings.
 - Concrete gravity wall design parameters including shallow foundation support recommendations, allowable bearing capacity, lateral resistance, lateral earth pressures, and subsurface drainage.
 - Subgrade preparation recommendations.
 - Fill placement and compaction criteria and estimates of settlement associated with retaining wall construction.
 - Utility installation, excavation, backfill material type, and compaction requirements.
 - Fill material types, placement and compaction
 - Geosynthetics.

SCHEDULE

We will begin work on the project upon your notification to proceed. We have checked on the availability of drillers and anticipate that the drilling can be completed within approximately two weeks of notice to proceed, assuming that a right-of-way permit can be obtained within the two-week period. The work will be coordinated with you and the City to avoid/minimize impacts to traffic. Our report will be available within three weeks after completion of the field explorations. Preliminary results can be provided as necessary.

FEE

Our services will be completed on a time and materials basis in accordance with our Schedule of Charges and General Conditions, which are attached to and are part of this proposal. The estimated project cost is \$18,440 for the scope of work described above. The following is an approximate breakdown of our charges and a detailed breakdown is included as an attachment.

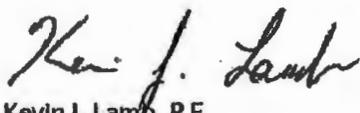
Activity	Expenditures
Subcontractors	
Drilling, Coring, and Traffic Control Subcontractors	\$6,700
GeoDesign, Inc.	
Logistics, Field Work, Locates, and Traffic Control Plans	\$4,870
Laboratory Testing	1,590
Geotechnical Analyses, Report, and Project Management	<u>5,280</u>
Subtotal	\$11,740
Total	\$18,440

◆ ◆ ◆

We appreciate the opportunity to submit this proposal. Please call if you have questions regarding this submittal. Formal authorization for our services can be provided by returning one signed copy of this proposal.

Sincerely,

GeoDesign, Inc.



Kevin J. Lamb, P.E.
Principal Engineer

cc: Mr. Nelson Davis, KPG, Inc. (via email only)

KJL:kt

Attachments

One copy submitted (via email only)

Document ID: KPG-28-01-080913-geop.docx

© 2013 GeoDesign, Inc. All rights reserved.

The scope of services and terms described herein are accepted, and GeoDesign, Inc. is authorized to proceed.

_____	by	_____
Organization		Signature*
_____		_____
Date		Name Printed

		Title

*Individual with contracting authority and responsible for payment of GeoDesign, Inc.'s fees.

GeoDesign, Inc. FEE SUMMARY

Project: City of Marysville
 Job No. KPG-28-1

Date 8/9/2013

Standard Schedule (SS) or Direct Salary Cost (DSC)	SS
Labor Rate	2012 Standard Schedule-8/10/2012
GeoDesign OH Rate, if DSC calculation is used	
If Labor is DSC is the Fixed Fee = FF x (DSC+OH) ?	NO
Allowable Handling Charge	12.00%

Fixed Fee

Include Laboratory Cost as Labor Hour
 If answered "YES" Enter Labor Division:

GEODESIGN LABOR - Summary from GeoDesign Hours Worksheet		PROJECT PHASES OR TASKS						
CLASSIFICATION		Logistics and Field Investigation	Engineering and Report	Laboratory	Subcontractors	Total Hours	Labor Rate	Cost
1.	Principal/Senior PM	2.5	8.0	1.0		11.5	\$184.00	\$2,118
2.	Senior Associate						\$168.00	
3.	Associate						\$158.00	
4.	PM	5.0				5.0	\$144.00	\$720
5.	Project Engineer/Geologist II		12.0			12.0	\$135.00	\$1,620
6.	Project Engineer/Geologist I						\$127.00	
7.	Engineering/Geological Staff III		8.0	2.0		10.0	\$110.00	\$1,100
8.	Engineering/Geological Staff II	30.0				30.0	\$94.00	\$2,820
9.	Engineering/Geological Staff I						\$83.00	
10.	Senior Technician (lab)						\$88.00	
11.	CAO		3.0			3.0	\$80.00	\$240
12.	Technician II						\$74.00	
13.	Technician (lab)						\$65.00	
14.	Senior Project Assistant	1.0	8.0			10.0	\$60.00	\$600
15.	Project Assistant	1.0	3.0			4.0	\$74.00	\$296
16.	Support Staff	1.0	2.0			3.0	\$63.00	\$189
SUBTOTAL - Labor		\$4,217	\$5,280	\$404		86.5	\$9,901	\$9,901
OVERHEAD (OH) COST (including Salary Additions)								
FIXED FEE (FF):								
SUBTOTAL LABOR		\$4,217	\$5,280	\$404			\$9,901	\$9,901
EQUIPMENT								
		Logistics and Field Investigation	Engineering and Report	Laboratory	Subcontractors	Unit	Rate	Extended
VEHICLE - GeoDesign	5					Day	\$20.00	\$100.00
VEHICLE - Mileage	300					Mile	\$0.60	\$180.00
INSTRUMENT - GEO - Digital Camera	1					Day	\$10.00	\$10.00
SAMPLING - GEO - MISC Sampling Equipment	2					Day	\$10.00	\$20.00
METER - Water Level Meter	2					Day	\$42.00	\$84.00
SUBTOTAL EQUIPMENT		\$194					\$194	\$304.00
REBURSABLES:								
		Logistics and Field Investigation	Engineering and Report	Laboratory	Subcontractors	Unit	Rate	Extended
Vehicle Mileage - Personal Car						day	\$0.52	
Permits	1					each	\$250.00	\$250.00
SUBTOTAL REBURSABLES		\$250					\$250	\$250.00
LABORATORY TESTING:								
		Logistics and Field Investigation	Engineering and Report	Laboratory	Subcontractors	Unit	Rate	Extended
Mohr - Oven				15		ea	\$26	\$375.00
Particle Size Analysis Percent passing #200				4		ea	\$79	\$316.00
Consolidation						ea	\$420	
Atterberg Limits (ASMT (D-4316)				3		ea	\$163	\$489.00
Ogden Correl						ea	\$84	
CEC						ea	\$96	
SUBTOTAL LABORATORY				\$1,199			\$1,199	\$1,199.00
GeoDesign Charges subtotal		\$4,861	\$5,480	\$1,584			\$11,725	\$11,725
SUBCONTRACTORS (include tax when applicable)								
		Logistics and Field Investigation	Engineering and Report	Laboratory	Subcontractors	SUBTOTAL	HC	Extended
Drilling Contractor - Borehole or Geologic Drill					\$3,000	\$3,000	\$450	\$4,200
Locator					\$280	\$280	\$34	\$314
Traffic Control (1-day)					\$1,400	\$1,400	\$188	\$1,688
Consp at 88th Street					\$500	\$500	\$60	\$560
SUBTOTAL SUBCONSULTANTS incl HC					\$5,680	\$5,680	\$732	\$6,412
ACTUAL SUBTOTAL BY PHASE incl HC		\$4,861	\$5,280	\$1,884	\$6,698			\$18,422.60
ROUNDED UP SUBTOTAL BY PHASE incl HC		\$4,870	\$5,280	\$1,690	\$6,700			\$18,440
TOTAL - ESTIMATED FEE								\$18,422.60

\$11,740

Prepared By: _____
 Checked By: _____

Date: _____
 Date: _____

GEOTECHNICAL SCHEDULE OF CHARGES

COMPENSATION

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a fixed fee amount is so indicated in the proposal or services agreement. Contracted professional and technical services will be charged at the applicable hourly rates as listed below. Staff time spent in depositions, trial preparation, and court or hearing testimony will be billed at one and one-half times the below rates. Time spent in either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule; when traveling by public carrier, a maximum charge of eight hours per day will be made. Current rates are as follows:

Personnel	Hourly Rate	
Support Staff	\$ 63	
Project Assistant	\$ 74	
Senior Project Assistant	\$ 80	
Technician I	\$ 68	
Technician II	\$ 78	
Senior Technician	\$ 84	
CAD	\$ 84	
Staff I	\$ 87	
Staff II	\$ 100	
Staff III	\$ 110	
Project Manager I	\$ 127	
Project Manager II	\$ 135	
Senior Project Manager	\$ 144	
Associate	\$ 158	
Senior Associate	\$ 168	
Principal	\$ 184	
Equipment	Rate	
Air compressor, generator (per day)	\$ 42	
Cement scale and pan (per day)	\$ 25	
Core drill (per day)	\$ 200	
Cross-hole sonic logger (CSL) (half day, maximum \$450/day)	\$ 225	
Digital camera (per day)	\$ 10	
Drilled shaft inspection camera (DSIC) (half day, maximum \$900/day)	\$ 450	
Field California bearing ratio (CBR) equipment (per day)	\$ 220	
Falling weight deflectometer (FWD) (per day)	\$ 1,700	
Falling weight deflectometer (FWD) with GPR (per day)	\$ 2,900	
Global positioning system (GPS) - differential (per day)	\$ 75	
Global positioning system (GPS) - hand-held (per day)	\$ 25	
Ground penetrating radar (GPR) - hand-pushed (per day)	\$ 400	
Ground penetrating radar (GPR) - truck-mounted (per day)	\$ 1,200	
Hand auger (per day)	\$ 35	
Hydroacoustic Monitoring Equipment (per day)	\$ 250	
Miscellaneous field equipment (per item, per day)	\$ 10	
Nuclear density gauge equipment (per hour)	\$ 10	
Pile Driving Analyzer (PDA) (half day, maximum \$500/day)	\$ 250	
Pile Integrity Tester (per day)	\$ 200	
Satellite Phone (per day)	\$ 20	
Slope Inclinator equipment (per casing)	\$ 75	
Soil samples in brass or stainless sleeves (per sample)	\$ 10	
Soil samples in rings (per sample)	\$ 10	
Specialty software (MODFLOW, PLAXIS, etc., per hour)	\$ 15	
Total Station - Survey Equipment (Precision Geomorphic Surveys) (per hour, maximum \$400/day)	\$ 50	
Vehicle (company) usage (half day, plus \$0.60 per mile charge)	\$ 10	
Vehicle (company) usage (full day, plus \$0.60 per mile charge)	\$ 20	
Vehicle (personal) usage (per mile)	\$ 0.60	
Vibration monitoring equipment (per day, maximum \$250/week)	\$ 50	
Reproduction	Black/White	Color
8 1/2 x 11 (per finished page)	\$ 0.12	\$ 1.15
11 x 17 (per finished page)	\$ 0.30	\$ 1.50
C- or D-size plots (black/white and color - per finished plot)		\$ 25
D-size scan		\$ 12

OTHER SERVICES, SUPPLIES, AND SPECIAL TAXES

Outside services (equipment, supplies, and facilities not furnished in accordance with the above schedule, and any unusual items of expense not customarily incurred in our normal operations) are charged at cost plus 12 percent. This includes shipping charges, subsistence, transportation, printing and reproduction, miscellaneous supplies and rentals, surveying services, drilling equipment, construction equipment, watercraft, aircraft, and special insurance which may be required. Specialized equipment will be quoted on a per-job basis. In-house disposable field supplies (routinely used field supplies stocked in-house by GeoDesign) at current rates. List available upon request. Taxes required by local jurisdictions for projects in specific geographic areas will be charged to projects at direct cost.

All rates are subject to change upon notification.

LABORATORY SCHEDULE OF CHARGES

TYPE OF TEST	UNIT PRICE
Atterberg Limits (ASTM D 4318-05)	\$ 163
CBR with 3-Point Proctor (ASTM D 1883-07)	\$ 620
Compaction (ASTM D 1557-07/ASTM D 698-07; Methods A, B, and C)	
1 point	\$ 95
4 points	\$ 231
Consolidation (ASTM D 2435-04) (with 2 timed rebounds)	\$ 420
Direct Shear (ASTM D 3080-04)	
Per point	\$ 231
3 points	\$ 441
Moisture Content-Oven Method (ASTM D 2216-05)	\$ 25
Moisture/Density	
Rings	\$ 37
Shelby tubes	\$ 37
Organic Content (ASTM D 2974)	\$ 84
Particle Size Analysis	
Sieve (ASTM C 117-04/ASTM C 136-06) (includes -200 Wash, Dry Sieve)	\$ 126
Percent passing No. 200 (ASTM C 117-04/ASTM D 1140-00)	\$ 79
Combined sieve and hydrometer (ASTM D 422-63)	\$ 210
Permeability	
Falling head in rigid wall permeameter (Army Corps Eng. EM 1110-2-1906, VII-13)	\$ 368
In triaxial cell with back pressure saturation (ASTM D 5084-03)	\$ 420
pH of Soil (ASTM G 51)	\$ 84
Resilient Modulus (AASHTO T 307-99)	
In situ sample	\$ 600
Remolded sample (Includes compaction and sample preparation)	\$ 900
Rice Density (ASTM D 2041)	\$ 126
Soil Resistivity	\$ 194
Specific Gravity	
Parafilm coated core	\$ 47
Rice	\$ 95
Gravity-core specific gravity	\$ 16
Gravel specific gravity	\$ 75
Sand specific gravity	\$ 100
Soil	\$ 105
Triaxial Compression	
Unconsolidated, undrained (back pressure saturation) (ASTM D 2850-03)	\$ 320
Consolidated, undrained, 1 point (ASTM D 4767-06)	\$ 420
Consolidated, undrained, strength envelope (ASTM D 4767-06)	\$ 1260
Unconfined Compression	
Unconfined compression of undisturbed soil samples (ASTM D 2166-06)	\$ 121
Unconfined compression of cement-treated soils (ASTM D 1633-00)	\$ 82

Sample preparation and other tests charged at hourly rates.

GeoDesign, Inc. reserves the right to subcontract any laboratory testing listed in our scope of work and to apply charges for subcontracted testing at the rates listed above.

GENERAL CONDITIONS

GeoDesign, Inc. strives to meet the needs of each client and to develop and maintain long-term relationships based on open communication, mutual trust, and respect. We believe that the achievement of an appropriate level of partnering and risk sharing on each assignment is necessary toward that end. Ultimately, this provides a significant level of protection for each client. The following General Conditions have been developed with this in mind.

INTEGRATION

The Agreement letter together with the General Conditions comprise the entire Agreement between the parties. This Agreement may not be changed without the prior written consent of all parties to the Agreement. There are no terms or conditions that are not expressed in this Agreement.

STANDARD OF CARE

GeoDesign, Inc. will perform its professional services in accordance with that degree of care and skill ordinarily exercised by similarly qualified geoscience professionals currently practicing in this area under similar conditions. No warranties or representations are expressed or implied.

THIRD PARTY INDEMNIFICATION

To the fullest extent permitted by law, Client agrees to defend, indemnify, and hold harmless GeoDesign, Inc. from any third party claims for injury or losses allegedly arising out of or related to GeoDesign, Inc.'s services under this Agreement, to the extent such claims arise out of the gross negligence or willful misconduct of Client or its employees.

CLIENT FURNISHED INFORMATION AND OBLIGATIONS

The Client is responsible to provide to GeoDesign, Inc. a description of the property, its location, the locations of any underground utilities, facilities, or structures on or adjacent to the property that could impact our work, as well as the nature and location of any known or suspected hazardous materials that may exist on the property. The Client agrees to defend and hold GeoDesign, Inc., its owners, employees, subcontractors, and agents harmless from any damage to subterranean structures known by Client to exist that are not specifically identified to GeoDesign, Inc. Client agrees that any hazardous materials, including asbestos, present at the work site prior to and during the performance of this Agreement were not generated, transported, stored, or disposed by GeoDesign, Inc.

SITE ACCESS/RIGHT-OF-ENTRY

The Client must advise GeoDesign, Inc., prior to commencement of our services, of any special requirements for site entry, work permits, security clearances, licenses, or any other required permissions. If the property is not owned by the Client, the Client shall obtain written permission for right-of-entry for the purpose of accomplishing our services.

SURFACE AND SUBSURFACE DISTURBANCE

GeoDesign, Inc. will take reasonable precautions to minimize surface and subsurface disturbance. In the normal course of exploratory work some surface disturbance may occur, the restoration of which is not part of this Agreement, unless specifically provided in the scope of services and budget.

UNANTICIPATED CONDITIONS OR HAZARDOUS MATERIALS

Subsurface conditions may vary from those encountered at the locations where surveys or explorations are made by GeoDesign, Inc. Because the data, interpretations, and recommendations of GeoDesign, Inc. are based solely on the information available to GeoDesign, Inc., limitations on available data will result in some level of uncertainty and, therefore, risk, with respect to the interpretation of environmental, geological, and geotechnical conditions, despite the use of due professional care. The discovery of unanticipated conditions or hazardous materials constitutes a changed condition mandating an appropriate re-negotiation of the scope of services and budget or termination of services. The discovery of unanticipated hazardous materials also may make it necessary for GeoDesign, Inc. to take immediate measures to address health and safety. GeoDesign, Inc. shall notify Client as soon as practically possible should hazardous materials be encountered. Client agrees to compensate GeoDesign, Inc. for the additional cost of services necessary to protect the health and safety of the public and GeoDesign, Inc.'s employees.

INDEMNIFICATION

Client and GeoDesign, Inc. each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Client and GeoDesign, Inc., they shall be borne by each party in proportion to its negligence.

The Client agrees that GeoDesign, Inc. will have no liability for any claim regarding bodily injury or property damage alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants in or around any structure. Client further agrees to indemnify and hold GeoDesign, Inc. harmless from third party claims for damages arising from the presence of or exposure to any Biological Pollutants, except for damages arising from or caused by GeoDesign, Inc.'s sole negligence. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, and viruses, and the byproducts of any such biological organisms.

REPORTING OF HAZARDOUS SUBSTANCE RELEASES

The Client is responsible for reporting releases of hazardous substances when such reports are required by government agencies. The Client agrees to defend and hold GeoDesign, Inc. harmless for government or other third party action taken from Client's failure to comply with hazardous substance release reporting requirements.

JOB SITE CONDUCT AND SAFETY

GeoDesign, Inc. will be responsible for its professional activities on the job site. This will not relieve the Client, Owner, or construction contractors of their obligation to maintain a safe job site. Neither GeoDesign, Inc.'s professional activities nor the presence of its employees or subcontractors shall be construed to imply responsibility for job site safety.

CONSTRUCTION AND REMEDIATION MONITORING

The Client understands that the recommendations for construction or remediation presented in GeoDesign, Inc.'s reports are based on interpretations of variable subsurface conditions. In order to validate its assumptions, GeoDesign, Inc. needs to be present during construction or remediation. Therefore, this Agreement should include pre-construction plan review and construction observation/remediation monitoring services by GeoDesign, Inc. if construction will be part of the project. If not allowed to provide pre-construction plan review and construction observation/remediation monitoring services, GeoDesign, Inc. will assume no liability for the accuracy of its preliminary assumptions and recommendations. GeoDesign, Inc.'s actions shall not be construed as altering any Agreement between the Client and others. Only the Client has the right to reject or stop work of any of the Client's agents. GeoDesign, Inc.'s presence on site does not in any way guarantee the completion,

quality, or performance of the work of any party retained by the Client to provide field or construction/remediation-related services. GeoDesign, Inc. will not be responsible for, and will not have control or charge of, specific means, methods, techniques, sequences, or procedures of construction or remediation selected by any agent or agreement of the Client, or safety precautions and programs incident thereto.

SAMPLE RETENTION AND DISPOSAL

Non-hazardous samples will be discarded sixty (60) days after they are obtained unless prior arrangements are made to store or deliver the samples. Samples containing hazardous materials that are regulated under federal, state, or local environmental laws will be returned to the Client, at the Client's expense, unless other written arrangements have been made.

INSTRUMENTS OF SERVICE

Reports, field data, laboratory data, analyses, calculations, estimates, designs, and other documents prepared by GeoDesign, Inc. as Instruments of service shall remain the property of GeoDesign, Inc. GeoDesign, Inc. will retain pertinent records relating to the services performed for a period of ten (10) years following submission of the report. Copies of the Instruments of service will be made available to the Client on request for a reasonable fee. Reuse of any Instruments of service by the Client on extensions of this project, or on other projects, or otherwise outside the scope of this Agreement, without GeoDesign, Inc.'s written permission will be at the Client's risk. Client agrees to defend, indemnify, and hold harmless GeoDesign, Inc. from any claims, damages, and expenses arising out of such reuse.

BILLING AND PAYMENT

Billing for services will be submitted monthly. Payment is due on receipt of the invoice unless otherwise agreed in writing. A service charge of one and one-half percent (1.5%) per month will be added to unpaid accounts due over thirty (30) days. Expenses incurred for filing or collecting delinquent amounts, including, but not limited to, attorneys' fees, legal costs, and charges for GeoDesign, Inc.'s staff time shall be paid in addition to the delinquent amount.

TERMINATION OF SERVICES

This Agreement may be terminated by either party upon at least seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms and conditions through no fault of the terminating party. Such termination shall not be effective if the failure has been remedied before expiration of the period specified in the written notice. In the event that the Client requests early termination of our services, GeoDesign, Inc. reserves the right to complete such analyses and records as are necessary to place its files in order and to complete a report on the services performed to date. Charges for these termination activities shall be in addition to all charges incurred up to the date of termination.

INSURANCE

GeoDesign, Inc. maintains Worker's Compensation and Employer's Liability Insurance as required by state laws. GeoDesign, Inc. also maintains comprehensive general, auto, professional, and environmental impairment liability insurance, certificates of which are available on request.

LIMITATION OF REMEDIES

General: The parties agree that GeoDesign's limit of liability applies to all of its work on this project that is the subject of this Agreement. All prior and subsequent phases of work completed by GeoDesign for this project will be executed under the terms of these General Conditions, and the aggregate liability for all phases of this project, including any indemnity obligation, will be the limits identified below.

Non-Professional Liability Claims: In the performance of this Agreement and subject to the limits, terms, and conditions of property damage and public liability coverage, GeoDesign, Inc. agrees to indemnify and hold Client harmless from GeoDesign, Inc.'s proportional share of liability resulting from its negligence or breach of contract compared to that of other persons or entities which results in damage to Client. GeoDesign, Inc. shall not be responsible for any loss, damage, or liability beyond the amounts, limits, coverage, or conditions of its insurance coverage on the date the claim is made. GeoDesign shall not be responsible for Client's negligence nor the negligence of third parties.

Professional Liability Claims: In consideration of relative opportunities for financial reward from this project for the parties to this Agreement, Client agrees that the maximum aggregate amount of its recovery from GeoDesign, Inc. or its employees due to any and all claims of professional negligence and breach of contract arising out of any incident on non-residential projects shall be limited to the amount of GeoDesign, Inc.'s fee for the services provided under this Agreement or \$50,000, whichever is the greater, unless a higher limit with commensurate compensation is specifically negotiated. Professional liability on residential projects is limited to the amount of GeoDesign, Inc.'s fee for the services provided under this Agreement. GeoDesign shall not be responsible for Client's negligence, breach of contract, willful misconduct or other fault, or that of its contractors, agents, other consultants or third parties.

CONSEQUENTIAL DAMAGES

Neither Client nor GeoDesign, Inc. shall be liable for consequential damages, including loss of use or loss of profits, or indirect damages, regardless of whether such claim is based upon alleged breach of contract, willful misconduct, strict liability, breach of warranty or negligent act, error or omission, whether professional or nonprofessional.

DISPUTES

Any dispute, controversy, or claim arising out of or relating to this Agreement, or breach thereof, shall be referred to mediation before litigation may be pursued, unless the parties mutually agree otherwise. The law of the State of Oregon will govern the validity and execution of this Agreement and the disposition of any claims related to this Agreement.

TIME BAR TO LEGAL ACTION

Legal actions by either party against the other for breach of this Agreement, failure to perform in accordance with the applicable standard of care, claims of misrepresentation, or any other tort claim shall be barred two (2) years after the date Claimant knew or should have known of any damage or injury as a result of the services provided under this Agreement or six (6) years after termination of GeoDesign's services, whichever is earlier.

ASSIGNS

Neither the Client nor GeoDesign, Inc. may delegate, assign, sublet, or transfer the duties, interests, or responsibilities set forth in this Agreement to other entities without the written consent of the other party.

SURVIVAL

These terms and conditions shall survive the completion of the services under the Agreement and the termination of the Agreement for any cause.

SEVERABILITY

Any element of this Agreement later held to violate a law or regulation shall be deemed void, and remaining provisions shall continue in force. Client and GeoDesign, Inc. shall in good faith attempt to replace any invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

EXHIBIT G-3
(Geo Design)



**Washington State
Department of Transportation**

Lynn Peterson
Secretary of Transportation

May 13, 2013

Jeff Tucker, Principal
Geo Design, Inc.
15575 SW Sequoia Pkwy, STE 100
Portland, OR 97224-7195

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300

360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

RECEIVED

MAY 13 2013

GEO DESIGN, INC.

Re: Geo Design, Inc. Indirect Cost Rate Schedule
Fiscal Year End December 31, 2011

Dear Mr. Tucker:

We have completed a desk review of Geo Design, Inc. indirect cost rate schedule for the above referenced fiscal year. Our review included the documentation provided by Geo Design, Inc.

The reviewed data included, but was not limited to; the schedule of the indirect cost rate, a description of the company, basis of accounting and description of Geo Design, Inc. accounting system and the basis of indirect costs.

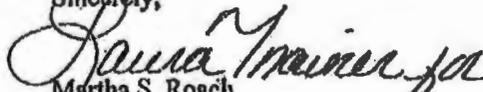
Based on our work, we are issuing this letter of review establishing the Geo Design, Inc. indirect cost rate for the fiscal year ending December 31, 2011, at 172.23% of direct labor. Costs billed to actual agreements will still be subject to audit of actual costs.

Please check with the WSDOT Consultant Services Office (HQ) and/or the WSDOT Area Consultant Liaison to determine when this reviewed rate will be applicable to your WSDOT agreement(s).

Also, when you provide next year's indirect cost rate schedule to our office or to your CPA firm, please submit either your internally prepared *Compensation Analysis*, or the *National Compensation Matrix (NCM)* worksheet.

If you, or any representatives of Geo Design, Inc. have any questions, please contact Martha Roach, Jeri Sivertson, or Steve McKerney at (360)705-7003.

Sincerely,


Martha S. Roach
Agreement Compliance Audit Manager

MR:ds
Enclosures

cc: Steve McKerney, Director of Internal Audit
Jeri Sivertson, Assistant Director of Internal Audit
Larry Schofield, MS 47323
File

GeoDesign, Inc.
Indirect Cost Rate Schedule
For the Year Ended December 31, 2011

Description	Financial Statement Amount	GeoDesign Adj	WSDOT Adj	Ref	Accepted Amount	%
Direct Labor	<u>\$2,350,847</u>	\$15,862		a.	<u>\$2,366,709</u>	100.00%
Indirect Costs:						
Fringe Benefits						
Vacation	\$315,238				\$315,238	13.32%
Holiday	141,680	(\$11,322)		b.	130,359	5.51%
Sick & Other Leave	99,004	788		c.	99,792	4.22%
Payroll Taxes	456,917				456,917	19.31%
Group Insurance (Includes Key Man)	431,066	(8,889)		6	422,177	17.84%
Incentive Payments - Bonuses	502,231	(205,369)	(\$296,862)	14,E	0	0.00%
Profit Sharing	0				0	0.00%
Fitness Benefit	3,201				3,201	0.14%
Retirement Benefits/401K	120,385				120,385	5.09%
Fringe Benefit	0		(160,455)	P	(160,455)	-6.78%
Total Fringe Benefits	<u>\$2,069,722</u>	<u>(\$224,791)</u>	<u>(\$457,317)</u>		<u>\$1,387,614</u>	<u>58.63%</u>
General Overhead						
Indirect Labor	\$1,817,394	(\$405,515)	(\$240,476)	10,14,15,18,K	\$1,171,403	49.50%
Bid & Proposal Labor			240,476	K	240,476	10.16%
Labor Variance	(257,301)				(257,301)	-10.87%
COG - Lab & Field Supplies	153,716	(79,197)	(4,756)	1,12,F	69,763	2.95%
Building Rental and Expenses	386,064				386,064	16.31%
Equipment Rental and Expenses	68,510				68,510	2.89%
Utilities	831				831	0.04%
Travel and Expenses - general	22,843		(8,326)	O	14,517	0.61%
Employees' Expenses	121,509	(21,584)	(16,619)	2,3,4,J	83,306	3.52%
Taxes and Licenses - general	74,524	2,503	(44,627)	13,G	32,400	1.37%
Depreciation and Amortization	257,599	(51,335)		1	206,264	8.72%
Postage	19,481		(2,030)	H	17,451	0.74%
Subscriptions	8,837		(5,006)	I	3,831	0.16%
Donations	11,661	(11,661)		5	0	0.00%
Professional Insurance	310,655		(50,000)	M	260,655	11.01%
Bad Debts	(103,823)	103,823		7	0	0.00%
Office Expense	291,538	(21,508)	(3,490)	8,11,N	266,540	11.26%
Interest - net	33,359	(33,359)		9	0	0.00%
Professional Services	47,946	(2,505)	(265)	16,17,Q	45,176	1.91%
Temporary Help	90,923		(61,525)	D	29,398	1.24%
Advertising/Promotional materials	18,544	(18,544)		10	0	0.00%
Marketing Expense	65,974	(65,974)		2,3,4	0	0.00%
Computer Expense	92,947	(30,845)	(310)	19,L	61,792	2.61%
Lab Equipment Recovery Credit, Refun	(33,490)				(33,490)	-1.42%
Total General Overhead	<u>\$3,500,239</u>	<u>(\$635,700)</u>	<u>(\$196,954)</u>		<u>\$2,667,585</u>	<u>112.71%</u>
Total Indirect Costs & Overhead	<u>\$5,569,961</u>	<u>(\$860,492)</u>	<u>(\$654,271)</u>		<u>\$4,055,199</u>	<u>171.34%</u>
Indirect Cost Rate (Less FCC)	236.93%	198.99%			<u>171.34%</u>	
Facilities Cost of Capital (FCC)	\$21,011				\$21,011	0.89%
Indirect Cost Rate (Includes FCC)	237.83%				<u>172.23%</u>	

GeoDesign, Inc.
Indirect Cost Rate Schedule
For the Year Ended December 31, 2011

Description	Financial Statement Amount	GeoDesign Adj	WSDOT Adj	Ref	Accepted Amount	%
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GeoDesign, Inc - Reviewed & Accepted by SAH 05/13/13
"Overhead Rate still subject to WSDOT Audit"

References**GeoDesign Adjustments:**

- 1 FAR 31.202 (a) - Direct Project costs unallowable
- 2 FAR 31.205-46 - Travel Costs in Excess of FTR Rates
- 3 FAR 31.205-51 - Alcohol unallowable
- 4 FAR 31.205-46 - Local meals unallowable
- 5 FAR 31.205-8- Contributions
- 6 FAR 31.205-19 (e)(2)(v)-Key Man Insurance
- 7 FAR 31.205-3-Bad Debts
- 8 FAR 31.205-15- Fines/Penalties
- 9 FAR 31.205-20- Interest Expense
- 10 FAR 31.205-1- Advertising and Promotional costs
- 11 FAR 31.205-16 Employee Morale, Health etc.
- 12 FAR 31.205-18 (Allowed B&P) and FAR 31.205-38 (Unallowed+B33)
- 13 FAR 31.205-41 Taxes
- 14 FAR.31.205-6 (a)(6)(i)(A) Bonus Awards, Severance
- 15 FAR 22.103-1, 22.301-4(g) Unallowable Overtime
- 16 FAR.31.205-6 Bonus Awards, Severance
- 17 FAR 31.205-27 - Accounting and legal fees considered as organization costs are not allowable
- 18 FAR 31.205-- & 38 - Unallowable marketing labor
- 19 FAR 31.201-2(d) - Unable to produce general ledger detail for review
- a Direct Labor understated on Financial, see LDR
- b. Holiday overstated on Financial, see LDR
- c. Discrepancy on Financial, see LDR

WSDOT Adjustments:

- D Temporary Help - Comprised of \$16,411 direct contract labor and \$74,511 indirect contract labor
Income statement reconciliation showed \$16,411 direct contract labor inadvertently included in indirect costs and \$45,114 direct costs imbedded in indirect contract labor account, unallowable per 48 CFR 31.202(a).
- E Bonus - \$296,862 adjustment for remainder of bonus - no written bonus policy established prior to reporting period.
Also, unable to verify bonus based on employee performance and that individual performance goals were communicated to employees prior to work being performed, per 48 CFR 31.205-6(f) and Chapter 7.12, AASHTO Audit Guide.
- F COG - Lab & Field Supplies - \$4,688 adjustment for non billable direct mileage unallowable per 48 CFR 31.202(a) and \$68 adjustment for unallowable advertising per 48 CFR 31.205-1.
- G Taxes and Licenses reported on income statement support allowable costs of \$32,400 per AASHTO Para 2.1.A:
(\$2,889 Misc. Tax/Lic + \$26,443 state income tax + \$2,551 WA sales tax + \$517 CA sales tax = \$32,400)
Adjustment of \$44,627 applied to reflect the following corrections:
\$33,994 adjustment to correct the financial statement amount to match income statement.
\$2,503 adjustment to counter Geo Design adjustment.
\$8,130 adjustment for unallowable taxes reported on income statement per 48 CFR 31.205-41(b), 48 CFR 31.205-15(a), and 48 CFR 31.201-6(d): (\$10,426 Pers Prop Tax + \$103 state tax penalty - \$2,400 fed tax credit).
- H Postage - \$2,030 adjustment for marketing postage account on income statement not adjusted on ICR per 48 CFR 31.205-1.
- I Subscriptions - \$5,006 adjustment for marketing subscriptions account on income statement not adjusted on ICR per 48 CFR 31.205-1.
- J Employees' Expenses - \$16,619 adj for lobbying, entertainment, gifts and direct costs unallowable per 48 CFR 31.205-22, 31.205-14, 31.205-13(b) and 31.202(a).
- K Reclassified Bid & Proposal labor from Indirect Labor to include it as its own line item per 48 CFR 31.205-18, CAS 420 and 2012 AASHTO Audit Guide 6.3.
- L Computer Expense - \$310 adjustment for prior year expenses, unallowable per 48 CFR 31.201-2(c).

Certification of Final Indirect Costs

Firm Name: Geo Design, Inc.

Indirect Cost Rate Proposal: 172.23%

Date of Proposal Preparation (mm/dd/yyyy): 05/15/2013

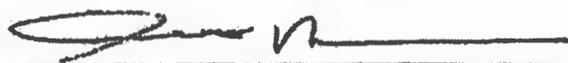
Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 01/01/2011 to 12/31/2011

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.

2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

Signature: 

Name of Certifying Official* (Print): Scott V. Mills

Title: President

Date of Certification (mm/dd/yyyy): 5/10/13

*The "Certifying Official" must be an individual executive or financial officer of the firm at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate for use under Agency contracts.

Ref. FHWA Directive 4470.1A available on line at:
<http://www.fhwa.dot.gov/legacrgs/directives/orders/44701a.htm>

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*** eSafel scanned this email for malicious content ***

*** IMPORTANT: Do not open attachments from unrecognized senders ***

Exhibit I
Payment Upon Termination of Agreement
By the Agency Other Than for
Fault of the Consultant

(Refer to Agreement, Section IX)

Lump Sum Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Cost Plus Fixed Fee Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the Project. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Specific Rates of Pay Contracts

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus any direct nonsalary costs incurred at the time of termination of this AGREEMENT.

Cost Per Unit of Work Contracts

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.

Exhibit J

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 – Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Highways and Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 - Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 – Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 – Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide H&LP, through the Region

Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.

- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 – Forward Documents to Highways and Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Highways and Local Programs Engineer to H&LP for their review and consultation with the FHWA. H&LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, H&LP will request assistance from the Attorney General's Office for legal interpretation. H&LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. H&LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit K

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 – Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 – Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Highways and Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Highways and Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 – Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 – Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Highways and Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 – Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 – Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

**Exhibit M-1(a)
Certification Of Consultant**

Project No. R-1302, M-1301, M-1302

Local Agency Marysville

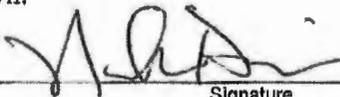
I hereby certify that I am Nelson Davis and duly authorized representative of the firm of KPG whose address is 2502 Jefferson Avenue, Tacoma, Washington 98402 and that neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure the AGREEMENT;
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

8/20/2013

Date



Signature

Exhibit M-1(b)
Certification Of Agency Official

I hereby certify that I am the AGENCY Official of the Local Agency of City of Marysville, Washington, and that the consulting firm or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- (a) Employ or retain, or agree to employ to retain, any firm or person; or
- (b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

Exhibit M-2
Certification Regarding Debarment, Suspension, and Other Responsibility
Matters-Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (I) (B). of this certification; and
 - D. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm): KPG

8/20/2013
 (Date)

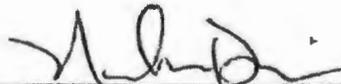

 (Signature) President or Authorized Official of Consultant

Exhibit M-3
Certification Regarding The Restrictions
of The use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

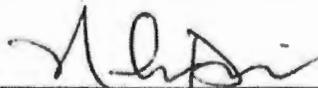
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Consultant (Firm): KPG

8/20/2013

(Date)



(Signature) President or Authorized Official of Consultant

Exhibit M-4
Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.401 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the contracting officer or to the contracting officer's representative in support of June 13, 2013 Request for Proposals - Engineering Design Services * are accurate, complete, and current as of August 20, 2013 **. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

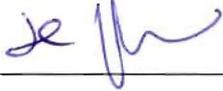
Firm KPG
 Name NELSON DAVIS
 Title PRESIDENT
 Date of Execution*** 8/20/2013

- * Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).
- ** Insert the day, month, and year when price negotiations were concluded and price agreement was reached.
- *** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Index #19

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 9, 2013

AGENDA ITEM: Project Acceptance – 51 st Ave NE Overlay (Grove Street to 80 th St NE)	
PREPARED BY: Jeff Laycock, Project Manager	DIRECTOR APPROVAL: 
DEPARTMENT: Public Works, Engineering	
ATTACHMENTS: Notice of Physical Completion Letter, Vicinity Map	
BUDGET CODE: 10110130.549200.1307	AMOUNT: N/A

SUMMARY:

The 51st Ave NE overlay project included a 2-inch grind and asphalt pavement overlay on 51st Ave NE from Grove Street to north of 80th St NE. The work also included replacing sidewalk ramps to meet ADA standards, installation of video detection at the Grove and 51st signal, and channelization. City crews constructed shoulders and repaired sections of pavement along this segment prior to the overlay.

City Council awarded the project to Fidalgo Paving and Construction, Inc. on May 13, 2013 in the amount of \$273,180.00 with a management reserve of \$20,000.00. The project was completed at a cost of \$265,101.82, which was \$8,078.18 or 2.96% below the original bid amount.

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.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to accept the 51st Ave NE Overlay (Grove Street to 80th St NE) project, starting the 45-day lien filing period for project closeout.

PUBLIC WORKS
Kevin Nielsen, *Director*



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

August 7, 2013

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

Subject: 51st Ave NE Overlay (Grove to 80th) – Notice of Physical Completion

Dear Mr. Jeff Mason:

In accordance with Section 1-05.11(1) of the Special Provisions, this project was considered physically complete as of Wednesday, August 7, 2013. This notification does not constitute 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 September 9 council meeting pending the above items to close out the project have been completed. This date of final acceptance shall start the forty-five (45) day lien period for the release of your retainage upon receipt of the following.

1. Certificate of Release from the Department of Revenue
2. Certificate of Release from the Employment Security Department
3. Certificate of Release from the Department of L&I
4. Affidavit of Wages Paid, including Subcontractors (to be submitted by Fidalgo to the City)

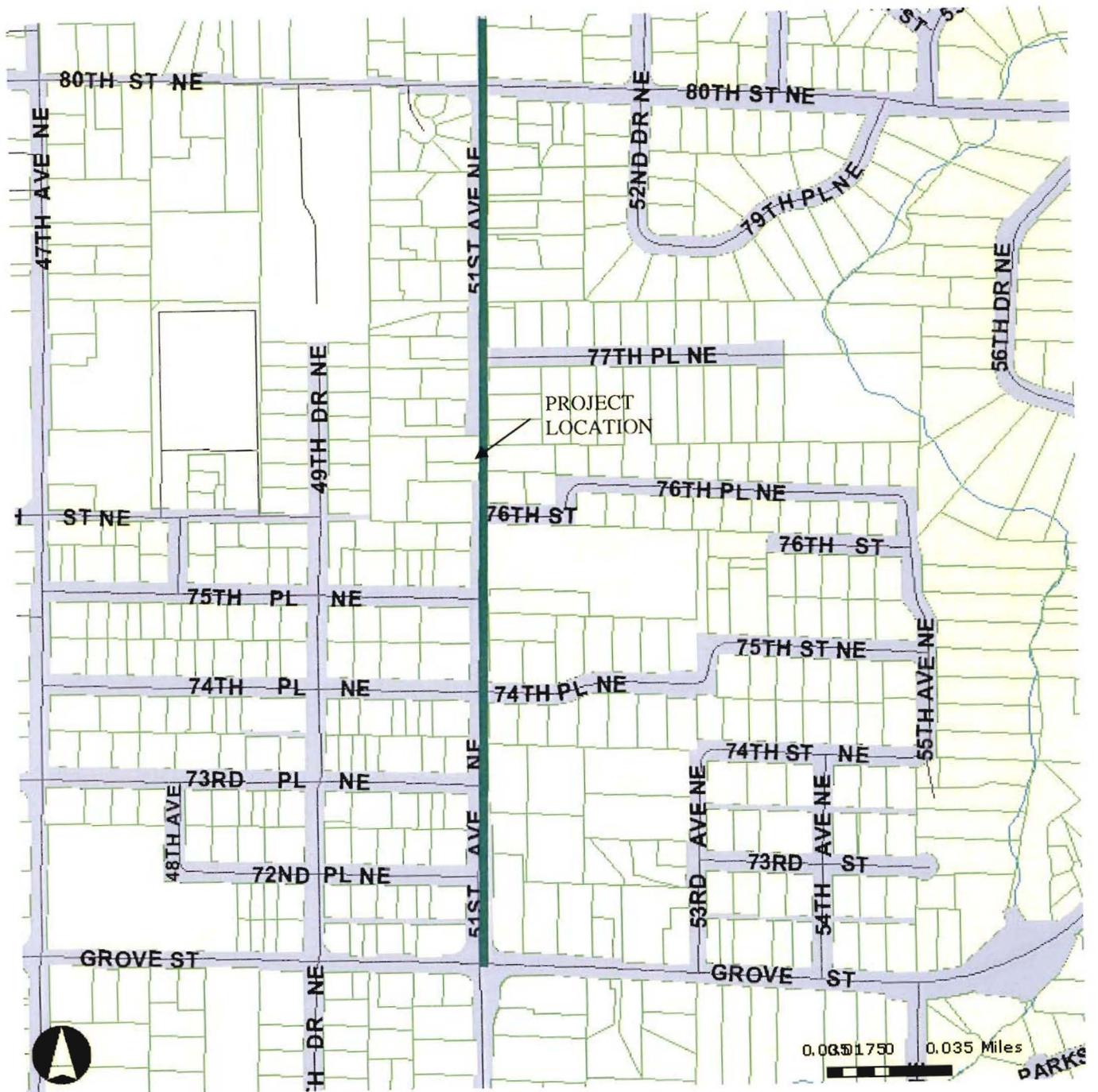
As always, it has been a pleasure working with Fidalgo Paving and Construction on this project. I look forward to working with you on future projects.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeff Laycock".

Jeff Laycock, PE
Project Engineer

Vicinity Map



Index #22

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 9, 2013

AGENDA ITEM: Resolution of Intent to Participate in Alternative Dispute Resolution	AGENDA SECTION: Legal	
PREPARED BY: Gloria Hirashima, Chief Administrative Officer	DIRECTOR APPROVAL:	
ATTACHMENTS: 1. Letter from Snohomish County Tomorrow Co-Chairs 2. Resolution of Intent		
	MAYOR	CAO
BUDGET CODE:	AMOUNT: \$	

DESCRIPTION:

On September 11, 2012, the Snohomish County Tomorrow (SCT) Executive Committee approved the ‘Report and Recommendations’ for the Alternative Dispute Resolution (ADR) Study. This report recommended ways SCT could better support the resolution of land use disputes between jurisdictions located in Snohomish County. The Study’s recommended steps were intended to result in mediation that helps SCT members solve tough problems early, preserve relationships, and reduce the delay and expense associated with prolonged conflict.

All SCT members have been asked to adopt a resolution of intent to participate in the program. In the event a situation arises where alternative dispute resolution would be an appropriate method of resolving the dispute, the city would then be eligible to access the SCT pilot program.

RECOMMENDED ACTION: Recommend approval of the resolution.
COUNCIL ACTION:



Snohomish County Tomorrow

A GROWTH MANAGEMENT ADVISORY COUNCIL

County Administration Building
3000 Rockefeller Avenue, M/S 604
Everett, WA 98201

July 29, 2013

INSERT ADDRESS

Subject: Alternative Dispute Resolution Pilot Program

Dear Mayor:

On September 11, 2012, the Snohomish County Tomorrow (SCT) Executive Committee approved the 'Report and Recommendations' for the Alternative Dispute Resolution (ADR) Study. This report recommended ways SCT could better support the resolution of land use disputes between jurisdictions located in Snohomish County. The Study's recommended steps were intended to result in mediation that helps SCT members solve tough problems early, preserve relationships, and reduce the delay and expense associated with prolonged conflict.

In preparing the report SCT worked with consultants, staff and committee members to discover how disputes were currently being resolved. They conducted stakeholder interviews, developed options for dispute resolution mechanisms, and solicited input via an anonymous electronic survey about the nature of conflict experienced by SCT members, as well as the potential benefit of various methods for resolving conflict. Survey respondents identified tangible and intangible costs associated with inter-jurisdictional conflict. Those costs included waste of staff and consultant time, inability to move forward on key initiatives, missed opportunities to reach jurisdictional goals, erosion of goodwill between jurisdictions, and loss of public trust.

One of the study's recommendations was to conduct a Mediation Pilot Program that would provide some funding (\$2,000 - \$4,000) towards the cost of mediation for an SCT member. If you are experiencing some of these costs associated with land use conflict, we invite your city to take the steps towards applying for this funding.

As a first step, all SCT members are asked to adopt a resolution of intent to participate (see the resolution on pages 3-4 of this letter). If you are interested in pursuing the funding further, please send a letter to the SCT Executive Committee via:

Cynthia Pruitt,
Coordinator, Snohomish County Tomorrow
3000 Rockefeller Ave. M/S 604
Everett, WA 98201

In the letter please give a brief description of the nature of the project and associated conflict, the “stakeholders” who will benefit from timely resolution of conflict, and your goal for resolving it and completing the project.

Please feel free to give Cynthia Pruitt a call at (425) 388-3185 if you have any questions.

Sincerely,



Mayor Jon Nehring
SCT Co-Chair



Councilmember Brian Sullivan
SCT Co-Chair

Copy to: SCT Executive Committee
 Cynthia Pruitt
 SCT Planning and Advisory Committee
 SCT Managers and Administrators' Group
 SCT Community Advisory Board
 SCT Infrastructure Coordinating Committee

Resolution of Intent to Participate

**CITY OF MARYSVILLE
RESOLUTION NO. _____
ADOPTING A STATEMENT OF INTENT
TO PARTICIPATE IN DISPUTE RESOLUTION PROCESSES
PURSUANT TO COUNTYWIDE PLANNING POLICY JP-2**

WHEREAS, the City/County is a participating member of Snohomish County Tomorrow (“SCT”); and

WHEREAS; Snohomish County’s Countywide Planning Policy JP-2 required SCT to develop a process for mediation and/or alternative dispute resolution; and

WHEREAS, SCT has developed a dispute resolution process to aid in the prevention and resolution of interjurisdictional land use disputes through dialogue, facilitation and mediation; and

WHEREAS, the City/County Council supports efforts to reduce interjurisdictional conflicts among jurisdictions in Snohomish County; and

WHEREAS, the dispute resolution process developed by SCT includes a mediation pilot program, conflict resolution training, and establishment of intergovernmental affairs committees by each SCT member jurisdiction; and

WHEREAS, the dispute resolution process development by SCT recommends that intergovernmental affairs committees of adjacent jurisdictions meet regularly with an agenda that includes any pending changes to land use and infrastructure plans, significant upcoming projects, and opportunities for coordination and cooperation; and

WHEREAS, SCT will fund 10 hours of mediation for a mediation conducted by a professional mediator(s) in 2013 to mediate interjurisdictional land use disputes that may arise between SCT members that participate in the SCT dispute resolution pilot program; and

WHEREAS, parties participating in mediation work together to find common ground, but the parties are not required to agree and the mediator does not make decisions or rulings, and

WHEREAS, the City/County Councils finds that it is in the public interest for the City/County to participate in the dispute resolution process developed by SCT.

NOW, THEREFORE, THE CITY OF MARYSVILLE, WASHINGTON HEREBY RESOLVES THAT:

Section 1. The City/County intends to participate in the SCT dispute resolution process that was developed to aid in the prevention and resolution of interjurisdictional land use disputes, including participation in the mediation pilot program, conflict resolution training, and intergovernmental affairs committees.

Section 2. A City/County intergovernmental affairs committee shall be created consisting of the mayor/executive, one or more council representatives but not a quorum, and the planning director.

Section 3. If a governmental jurisdiction adjacent to the City/County asks the City/County to participate in mediation regarding interjurisdictional conflict, the City/County intends to participate in at least one mediation session funded by SCT.

*Administration Building M/S 604
3000 Rockefeller Avenue, Everett, WA 98201-4046
(425) 388-3311*

Adopted this ____ day of September, 2013 by a vote of _____ for, _____ against, and _____ abstaining.

APPROVED:

JON NEHRING, MAYOR

ATTEST:

City Clerk

Update
Index # 24

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 9, 2013

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 **August 28, 2013** claims in the amount of **\$165,094.20** paid by **Check No.'s 86689 through 86815 with Check No. 83736 voided.**

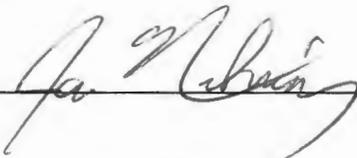
COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-8

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 \$165,094.20 PAID BY CHECK NO.'S 86689 THROUGH 86815 WITH CHECK NO. 83736 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 9/3/13
DATE



MAYOR 9/3/13
DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED CLAIMS ON THIS 9th DAY OF SEPTEMBER 2013.

COUNCIL MEMBER

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 8/22/2013 TO 8/28/2013

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
86689	ABELL, NANCY	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
86690	AFTS	REMITTANCE PROCESSING	UTILITY BILLING	926.64
	AFTS	WEB PAYMENT SERVICES	UTILITY BILLING	1,028.50
	AFTS	BILL PRINTING SERVICES	UTILITY BILLING	7,481.35
86691	AGUIRRE, KARREE	REFUND CLASS FEES	PARKS-RECREATION	28.00
86692	AIKEN, SHIRLEY	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
86693	ALBERTSONS	INMATE SUPPLIES	DETENTION & CORRECTION	293.79
86694	ARAMARK UNIFORM	UNIFORM SERVICE	MAINTENANCE	10.86
	ARAMARK UNIFORM		MAINTENANCE	10.86
86695	ARMOR HOLDINGS FOREN	FINGERPRINTING SUPPLIES	CRIME PREVENTION	132.80
86696	ASSOCIATED BAG	EVIDENCE SUPPLIES	GENERAL FUND	-15.57
	ASSOCIATED BAG		POLICE PATROL	196.57
86697	AT&T	LEA TRACKING	POLICE INVESTIGATION	125.00
86698	BARRETT, SUZANNE	INSTRUCTOR SERVICES	RECREATION SERVICES	6.00
	BARRETT, SUZANNE	INSTRUCTOR SERVICE	RECREATION SERVICES	9.00
	BARRETT, SUZANNE	INSTRUCTOR SERVICES	RECREATION SERVICES	12.00
86699	BECK, CALVIN	JURY DUTY	COURTS	26.78
86700	BENNETT, BETTY	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
86701	BRANT, ALEXANDER	JURY DUTY	COURTS	23.38
86702	BRUUN, MAREN	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
86703	BURGESS, MARYKE	ROTARY MEMBERSHIP DUES REIMBUR	COMMUNITY CENTER	200.00
86704	BURKE, CHARLES	MEAL REIMBURSEMENT	GENERAL SERVICES - OVERH	25.78
86705	CAMP FIRE USA	INSTRUCTOR SERVICES	RECREATION SERVICES	192.00
86706	CERNY, SUSAN	JURY DUTY	COURTS	31.30
86707	CINDY SPARKS & KELLI	UB 933590000000 1918 7TH ST	WATER/SEWER OPERATION	90.53
86708	CNR, INC	LICENSE RENEWALS	COMPUTER SERVICES	1,115.87
86709	CODE 3 LLC	VESTS (3)	DRUG ENFORCEMENT	-447.89
	CODE 3 LLC		DRUG ENFORCEMENT	5,655.89
86710	COMCAST	CABLE SERVICE	BAXTER CENTER APPRE	49.69
86711	CONCUT, INC	CONCRETE BLOCKS	SIDEWALKS MAINTENANCE	247.36
86712	COOP SUPPLY	FAUCET OUTLET	PARK & RECREATION FAC	25.51
86713	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	3,755.48
86714	COZY HEATING INC	ELEC PERMIT REFUND	GENERAL FUND	4.50
	COZY HEATING INC		COMMUNITY DEVELOPMENT	50.00
86715	CUTTING EDGE TRAININ	TRAINING-BURTIS	POLICE TRAINING-FIREARMS	109.00
86716	CUZ CONCRETE PROD	BASIN, RISERS AND FRAME	STORM DRAINAGE	453.68
86717	DATA QUEST	PRE-EMPLOYMENT SERVICES	POLICE ADMINISTRATION	88.00
86718	DAVIS, MICHELLE	JURY DUTY	COURTS	25.64
86719	DHALIWAL, GURBINDER		COURTS	25.64
86720	DICKS TOWING	TOWING EXPENSE-MP13-5655	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE-MP13-5274	POLICE PATROL	70.59
86721	DOORMAN COMMERCIAL	EXTERIOR DOOR REPLACEMENT	MAINT OF GENL PLANT	654.32
86722	DUNLAP INDUSTRIAL	WRENCHES	STORM DRAINAGE	120.62
86723	E&E LUMBER	PAINT TRAY	PARK & RECREATION FAC	1.27
	E&E LUMBER	ELECTRICAL COVER	PARK & RECREATION FAC	2.65
	E&E LUMBER	SPRAY BOTTLES	PARK & RECREATION FAC	11.86
	E&E LUMBER	SPRAY PRIMER	PARK & RECREATION FAC	14.88
	E&E LUMBER	PAINT	PARK & RECREATION FAC	18.06
	E&E LUMBER	INSECT REPELLENT AND SCREWS	PARK & RECREATION FAC	19.87
	E&E LUMBER	DUCT TAPE AND DIRT CATCH REFIL	PARK & RECREATION FAC	20.20
	E&E LUMBER	CLEANERS AND PAINT	PARK & RECREATION FAC	20.49
	E&E LUMBER	LYSOL SPRAY AND SPRAY BOTTLE	PARK & RECREATION FAC	28.25
	E&E LUMBER	PAINT TRAYS	PARK & RECREATION FAC	29.65
	E&E LUMBER	HOSE	PARK & RECREATION FAC	45.75
	E&E LUMBER	FASTENERS, DRILL SET AND CHAUL	PARK & RECREATION FAC	58.25
	E&E LUMBER	BULBS, SCREWS AND LUMBER	PARK & RECREATION FAC	76.89
	E&E LUMBER	PAINTING SUPPLIES	PARK & RECREATION FAC	322.34
	E&E LUMBER	GRAFFITI SUPPLIES	PARK & RECREATION FAC	394.63
6724	ELSBREE, JOHN	JURY DUTY	COURTS	24.52
6725	EVAN, STEPHANIE	REFUND CLASS FEES	PARKS-RECREATION	28.00
6726	EVERETT BARK	BARK (20 YDS)	PARK & RECREATION FAC	777.77

DATE: 8/28/2013
TIME: 8:53:40AM

CITY OF MARYSVILLE
INVOICE LIST
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
86726	EVERETT BARK	BARK (20 YDS)	PARK & RECREATION FAC	585.35
	EVERETT BARK	BARK (30 YDS)	PARK & RECREATION FAC	878.03
86727	EVERGREEN PRINT	PAYMENT ARRANGEMENT FORMS	UTILITY BILLING	415.13
86728	EYLANDER, JIM	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
86729	FIRE PROTECTION, INC	SYSTEM TESTING-LIBRARY	LIBRARY-GENL	200.91
86730	FORD II, ROBERT H	UB 980098000300 8824 60TH ST N	WATER/SEWER OPERATION	127.30
86731	FOSTER, ZACHARY	UB 455400000001 14023 51ST DR	WATER/SEWER OPERATION	126.38
86732	FRIESS, JENNIFER	JURY DUTY	COURTS	24.52
86733	FROST, VIRGINIA	UB 983329810000 3329 81ST DR N	WATER/SEWER OPERATION	25.00
86734	GMS INDUSTRIAL	TUBING	MAINTENANCE	360.43
86735	GREENSHIELDS	CHAIN	PARK & RECREATION FAC	37.57
86736	GUSTAFSON, KEVIN	UB 750255000000 4807 71ST DR N	WATER/SEWER OPERATION	223.31
86737	HD FOWLER COMPANY	RETURN HARDWARE	MAINTENANCE	-37.04
	HD FOWLER COMPANY	CONNECTORS	PARK & RECREATION FAC	32.58
	HD FOWLER COMPANY	VALVES, ADAPTERS, COUPLINGS AN	MAINTENANCE	153.00
	HD FOWLER COMPANY	SPLIT END CAPS AND HANCOR PERF	STORM DRAINAGE	1,065.99
86738	HELENA CHEMICAL CO	FERTILIZER	MAINTENANCE	1,049.08
86739	HERTZ EQUIPMENT RENT	EXCAVATOR RENTAL	STORM DRAINAGE	1,825.56
	HERTZ EQUIPMENT RENT		ROADWAY MAINTENANCE	1,825.57
86740	HIRASHIMA, GLORIA	REIMBURSE PARKING AND MTG EXPE	EXECUTIVE ADMIN	33.57
86741	HOGLE, CHERYL	JURY DUTY	COURTS	53.90
86742	HORIZON	LOPPER	PARK & RECREATION FAC	53.26
86743	K-MART	DAY CAMP TSHIRTS	RECREATION SERVICES	36.34
	K-MART		RECREATION SERVICES	48.27
86744	KALLICOTT, DENNIS	JURY DUTY	COURTS	21.12
86745	KINGSFORD, ANDREA	DAY CAMP EXPENSE REIMBURSEMENT	RECREATION SERVICES	297.92
86746	KNOXVILLE MEDICAL	PRE-EMPLOYMENT SCREENING-JONES	POLICE ADMINISTRATION	512.38
86747	LEAL, OSBALDO	JURY DUTY	COURTS	25.64
86748	LEGEND DATA SYSTEMS	PRINTER RIBBON AND BADGE HOLDE	PERSONNEL ADMINISTRATION	99.59
86749	LESTER, TERI	REFUND CLASS FEES	PARKS-RECREATION	28.00
86750	LICENSING, DEPT OF	AGOSTINO, VINCENT (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	DUBER, ASHLEY (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	HAMELIN, RICK (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	HARLAN, DNAIEL (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	HEATH, HOWARD (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	HOFFMAN, DANIEL (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	ISAACSON, BERT (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	JACKSON, GREGORY (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	JENSEN, PAMELA ANN (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MOOK, SUSAN (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	PARKER, ZEBUAL (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	SHEPPARD, MICHAEL (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	WINES, DOUGLAS (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	HUBBARD, JERRY (LT RENEWAL)	GENERAL FUND	21.00
86751	LIFELINE TRAINING	TRAINING-MAPLES	POLICE TRAINING-FIREARMS	199.00
86752	LINKS TURF SUPPLY	FLAGS, MARKING GUNS AND GLOVES	MAINTENANCE	156.38
86753	LOGUE, REBECCA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
86754	LOOMIS, BONNIE LEE	REFUND CLASS FEES	PARKS-RECREATION	28.00
86755	LOWES HIW INC	LOPPER, FILE AND SOCKETS	SEWER MAIN COLLECTION	72.37
	LOWES HIW INC		STORM DRAINAGE	72.96
86756	MACKIE, TRACEY	INSTRUCTOR SERVICES	COMMUNITY CENTER	249.00
	MACKIE, TRACEY		COMMUNITY CENTER	683.20
86757	MARYFEST	RENTAL DEPOSIT REFUND	PARKS-RECREATION	10.00
	MARYFEST		GENERAL FUND	100.00
86758	MARYSVILLE PAINT	WHITE PAINT, ROLLER AND WIRE B	DETENTION & CORRECTION	21.88
	MARYSVILLE PAINT	ROLLER, HANDLE AND BUCKETS	DETENTION & CORRECTION	153.69
	MARYSVILLE PAINT	CHROME GREEN PAINT	PARK & RECREATION FAC	286.75
86759	MARYSVILLE PRINTING	ENVELOPES Item 24 - 4	PARK & RECREATION FAC	55.91
	MARYSVILLE PRINTING	SILVER FOIL SHELLS	POLICE PATROL	524.00
86760	MARYSVILLE ROTARY	ROTARY DUES-LAMOUREUX	POLICE ADMINISTRATION	375.00

**CITY OF MARYSVILLE
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
86761	MARYSVILLE, CITY OF	UTILITY SERVICE-6915 ARMAR ROA	PARK & RECREATION FAC	155.73
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	170.69
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	211.00
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	245.55
	MARYSVILLE, CITY OF	UTILITY SERVICE-7115 GROVE STR	MAINTENANCE	251.20
	MARYSVILLE, CITY OF	UTILITY SERVICE-6915 ARMAR ROA	PARK & RECREATION FAC	786.22
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	961.06
	MARYSVILLE, CITY OF	UTILITY SERVICE-7007 GROVE STR	MAINTENANCE	1,084.29
	MARYSVILLE, CITY OF	UTILITY SERVICE-6915 ARMAR ROA	PARK & RECREATION FAC	2,286.29
	MARYSVILLE, CITY OF	UTILITY SERVICE-6810 84TH ST N	MAINTENANCE	23,203.03
86762	MCGEE, KIMBERLY	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
86763	MCLOUGHLIN & EARDLEY	MINI LIGHTBARS	ER&R	-61.66
	MCLOUGHLIN & EARDLEY		ER&R	778.63
86764	MERRITT, MAYBELLE	JURY DUTY	COURTS	31.30
86765	MINER, GREGORY		COURTS	34.68
86766	MOORE MEDICAL CORP	EVIDENCE SUPPLIES	GENERAL FUND	-24.75
	MOORE MEDICAL CORP		POLICE PATROL	312.50
86767	MORAN, DOROTHY	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
86768	MOUNT BAKER COUNCIL		GENERAL FUND	100.00
86769	MOUNT, HERMAN	LEOFF 1 REIMBURSEMENT	POLICE ADMINISTRATION	96.20
86770	NATIONAL BARRICADE	SIGNS (30)	TRANSPORTATION MANAGEM	2,254.86
86771	NEHRING, JON	ROTARY DUES REIMBURSEMENT	EXECUTIVE ADMIN	375.00
86772	NEIGHBORS, JENNIFER	JURY DUTY	COURTS	56.72
86773	NELSON, AMBER		COURTS	35.82
86774	NYITRAY, SANDRA	INSTRUCTOR SERVICES	COMMUNITY CENTER	18.00
86775	OBRIEN, REILLY	JURY DUTY	COURTS	26.78
86776	OFFICE DEPOT	OFFICE SUPPLIES	POLICE PATROL	12.43
	OFFICE DEPOT		FINANCE-GENL	39.22
	OFFICE DEPOT		CITY CLERK	39.22
	OFFICE DEPOT		PARK & RECREATION FAC	39.82
	OFFICE DEPOT		EXECUTIVE ADMIN	55.41
	OFFICE DEPOT		COMMUNITY CENTER	62.33
	OFFICE DEPOT		CITY COUNCIL	117.68
	OFFICE DEPOT		UTILITY BILLING	117.69
	OFFICE DEPOT		POLICE PATROL	120.50
	OFFICE DEPOT		COMPUTER SERVICES	133.22
	OFFICE DEPOT		POLICE PATROL	144.16
	OFFICE DEPOT		POLICE PATROL	151.23
	OFFICE DEPOT		EXECUTIVE ADMIN	162.45
	OFFICE DEPOT		ENGR-GENL	165.05
36777	OPTICS PLANET INC.	DUTY HOLSTER (6)	GENERAL FUND	-35.09
	OPTICS PLANET INC.		POLICE PATROL	443.09
36778	PACIFIC POWER PROD.	KIT, KEY SWITCH AND KEYS	MAINTENANCE	148.45
	PACIFIC POWER PROD.	SPINDLE ASSEMBLY	PARK & RECREATION FAC	213.10
	PACIFIC POWER PROD.	BLADES, OIL FILTER AND FILTER	MAINTENANCE	280.09
	PACIFIC POWER PROD.	GOLF CART RENTAL	PRO-SHOP	434.40
36779	PARTS STORE, THE	PLIERS, TIRE VLAVES AND NOZZLE	MAINTENANCE	111.43
36780	PEACE OF MIND	MINUTE TAKING SERVICE	COMMUNITY DEVELOPMENT-	303.80
36781	PETTY CASH- POLICE	MTG SUPPLIES	POLICE ADMINISTRATION	78.41
36782	PLANNING & DEVELOP.	UTILITY INVOICE/TECH FEE/LDA	WATER DIST MAINS	1,004.25
36783	PREFERRED ELECTRIC	ELECTRICAL REPAIR-VANDALISM/JE	PARK & RECREATION FAC	562.16
	PREFERRED ELECTRIC	ELECTRICAL REPAIR-VANDALISM/FR	PARK & RECREATION FAC	939.39
36784	PRUDENTIAL INSURANCE	LONG TERM CARE INSURANCE	POLICE ADMINISTRATION	4,465.00
36785	PUBLIC AGENCY TRAINI	TRAINING-GRADY AND SWICK-LAFAV	POLICE TRAINING-FIREARMS	590.00
36786	PUD	ACCT #2023-4068-3	PARK & RECREATION FAC	15.49
	PUD	ACCT #2024-6103-4	UTIL ADMIN	29.50
	PUD	ACCT #2020-3113-4	PUMPING PLANT	31.27
	PUD	ACCT #2024-9948-9	COMMUNITY EVENTS	39.82
	PUD	ACCT #2016-6804-3	PARK & RECREATION FAC	41.16
	PUD	ACCT #2007-9006-1	PARK & RECREATION FAC	46.16
	PUD	ACCT #2024-7643-8	SEWER LIFT STATION	48.92

**CITY OF MARYSVILLE
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36786	PUD	ACCT #2016-1018-5	TRANSPORTATION MANAGEM	50.36
	PUD	ACCT #2023-6853-6	TRANSPORTATION MANAGEM	62.87
	PUD	ACCT #2016-7089-0	TRANSPORTATION MANAGEM	67.13
	PUD	ACCT #2021-4048-9	TRANSPORTATION MANAGEM	68.94
	PUD	ACCT #2026-9433-7	TRANSPORTATION MANAGEM	74.71
	PUD	ACCT #2035-6975-1	STORM DRAINAGE	77.45
	PUD	ACCT #2021-0219-0	TRANSPORTATION MANAGEM	84.22
	PUD	ACCT #2006-2538-2	SEWER LIFT STATION	94.47
	PUD	ACCT #2008-6930-3	TRANSPORTATION MANAGEM	98.41
	PUD	ACCT #2005-7184-2	TRANSPORTATION MANAGEM	99.12
	PUD	ACCT #2035-1961-6	NON-DEPARTMENTAL	109.27
	PUD	ACCT #2000-8403-6	TRANSPORTATION MANAGEM	129.05
	PUD	ACCT #2021-7815-8	SEWER LIFT STATION	135.85
	PUD	ACCT #2020-1258-9	PARK & RECREATION FAC	162.82
	PUD	ACCT #2032-2345-8	PARK & RECREATION FAC	268.51
	PUD	ACCT #2004-7954-1	COMMUNITY CENTER	329.14
	PUD	ACCT #2023-0972-0	TRAFFIC CONTROL DEVICES	389.24
	PUD	ACCT #2000-7044-9	TRANSPORTATION MANAGEM	396.48
	PUD	ACCT #2000-8415-0	TRANSPORTATION MANAGEM	403.17
	PUD	ACCT #2012-4769-9	STREET LIGHTING	411.66
	PUD	ACCT #2026-8928-7	WASTE WATER TREATMENT F	678.15
	PUD	ACCT #2008-2454-8	MAINT OF GENL PLANT	1,314.24
	PUD	ACCT #2020-0499-0	LIBRARY-GENL	2,387.06
	PUD	ACCT #2015-7792-1	PUMPING PLANT	2,579.22
	PUD	ACCT #2003-0347-7	WATER FILTRATION PLANT	2,624.52
	PUD	ACCT #2014-6303-1	PUBLIC SAFETY BLDG.	3,140.35
	PUD	ACCT #2014-2063-5	WASTE WATER TREATMENT F	6,469.80
	PUD	ACCT #2020-7500-8	WASTE WATER TREATMENT F	8,169.79
	PUD	ACCT #2017-2118-0	WASTE WATER TREATMENT F	17,078.51
86787	PUGET SOUND REGIONAL	2014 MEMBERSHIP DUES	NON-DEPARTMENTAL	17,386.00
86788	REYNOLDS, DAVID	2013 CONCERT SERIES-CANCELLATI	RECREATION SERVICES	300.00
36789	ROBERTS, DAVID	JURY DUTY	COURTS	36.78
36790	SALCEDO, JEFFREY		COURTS	25.64
36791	SCOTT, EDITH		COURTS	24.52
36792	SEATTLE TIMES, THE	SUBSCRIPTION FEE-ACCT #6034441	EXECUTIVE ADMIN	66.95
36793	SIGARMS	DUTY GUN (3)	POLICE TRAINING-FIREARMS	2,143.76
36794	SMITH, ALLEN	JURY DUTY	COURTS	25.64
36795	SNO CO TREASURER	INMATE PRESCRIPTIONS	DETENTION & CORRECTION	55.48
36796	SOUND POWER	EXCAVATOR RENTAL	PARK & RECREATION FAC	779.15
36797	SOUND PUBLISHING	LEGAL AD	SOLID WASTE OPERATIONS	147.28
36798	SOUND PUBLISHING		COMMUNITY DEVELOPMENT-	586.37
36799	SOUND SAFETY	GLOVES	ER&R	47.96
	SOUND SAFETY	COVERALLS, VISORS AND SAFETY G	ER&R	211.69
36800	STEVENSON, SHONDORA	JURY DUTY	COURTS	20.00
36801	STRATEGIES 360	PROFESSIONAL SERVICES	WASTE WATER TREATMENT F	1,954.47
	STRATEGIES 360		GENERAL SERVICES - MAINTI	2,329.48
	STRATEGIES 360		UTIL ADMIN	3,454.48
36802	SUMMIT LAW GROUP, LL		PERSONNEL ADMINISTRATIO	324.50
36803	SUNRISE ENVIRONMENT	WIPEOFF	ER&R	487.59
36804	TIM'S BACKFLOW TEST	TACK FLOW TESTING	MAINTENANCE	120.00
	TIM'S BACKFLOW TEST	BACKFLOW TESTING	PARK & RECREATION FAC	560.00
36805	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	52.56
36806	VERIZON/FRONTIER	ACCT #36065905060927115	STREET LIGHTING	41.51
	VERIZON/FRONTIER	ACCT #36065774950927115	STREET LIGHTING	50.26
	VERIZON/FRONTIER	ACCT #36065836350725085	UTIL ADMIN	53.83
	VERIZON/FRONTIER		COMMUNITY DEVELOPMENT-	53.83
	VERIZON/FRONTIER	ACCT #36065827660617105	MUNICIPAL COURTS	55.18
	VERIZON/FRONTIER	ACCT #36065831360617105	MUNICIPAL COURTS	55.18
	VERIZON/FRONTIER	ACCT #425-397-6325-031998-5	PARK & RECREATION FAC	62.10
6807	VISUAL OPTIONS, INC.	PUMP SKID AND PIPE	WATER QUAL TREATMENT	502.61
6808	WAXIE SANITARY SUPPL	JANITORIAL SUPPLIES	PARK & RECREATION FAC	1,005.27

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TIME: 8:53:40AM

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
86809	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	POLICE PATROL	194.99
86810	WESTERN EQUIPMENT	CYLINDER ASSEMBLY	MAINTENANCE	371.11
86811	WHETSTONE, ARTHUR	JURY DUTY	COURTS	24.52
86812	WILBUR-ELLIS	CROSSBOW AND ROUNDUP	STORM DRAINAGE	132.82
86813	WILLIAMS, EDWARD	JURY DUTY	COURTS	26.20
86814	WRIGHT, SHAWN		COURTS	60.68
86815	ZUMWALT, REGINA	REFUND CLASS FEES	PARKS-RECREATION	25.00
WARRANT TOTAL:				165,190.40

REASON FOR VOIDS:

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

CHECK # 83736 CHECK LOST IN MAIL (96.20)

165,094.20

Update
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CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 9, 2013

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 September 5, 2013 payroll in the amount \$1,445,321.30 Check No.'s 26943 through 26989.

COUNCIL ACTION:

Index #9

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 9/9/2013

AGENDA ITEM: Purchase of solid waste roll carts for Sunnyside Annexation area	
PREPARED BY: Karen Latimer, Operations Manager DEPARTMENT: Public Works	DIRECTOR APPROVAL:
ATTACHMENTS: 1. Certified Bid Tabulation. 2. Purchase Contract.	
BUDGET CODE: 41046060.531000	AMOUNT: \$86,838.35

SUMMARY:

The City is scheduled to begin providing solid waste collection services to the Sunnyside Annexation area in December 2013. A curbside solid waste roll cart is supplied to each solid waste customer at the time service begins. Normal inventory levels are not sufficient to provide a cart to over 1,500 new customers therefore it is necessary to purchase additional solid waste roll carts.

An invitation to bid was published in the Marysville Globe and Daily Journal of Commerce on July 17th and 24th with bids due for public opening on August 1st at 10:00 am. A total of three bids were received. Rehrig Pacific Company was the low bidder with a bid amount of \$86,838.35.

There are two phases to the purchase contract. Phase One consists of fabrication and shipping of the solid waste roll carts to a designated staging area, while Phase Two involves assembly and delivery of the solid waste roll carts to the designated deployment area known as the Sunnyside Annexation.

<p>RECOMMENDED ACTION: I move to award bid to Rehrig Pacific Company and authorize the Mayor to execute the contract with Rehrig Pacific Company for Sunnyside Roll Carts: Purchase, Assembly and Delivery to Rehrig Pacific Company in the amount of \$86,838.35 including State of Washington sales tax.</p>



**Sunnyside Roll Carts: Purchase, Assembly and Delivery
Certified Bid Tab**

Apparent Low Bid

BASE BID				Rehrig Pacific Company		Otto Environmental Systems (AZ), LLC		Schaefer Systems International, Inc.	
Item	Description	Quantity	Units	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price
1	35 GALLON ROLL CART, DARK GREY LID AND BODY	1,530	EA.	\$35.99	\$55,064.70	\$34.31	\$52,494.30	\$39.54	\$60,496.20
2	65 GALLON ROLL CART, DARK GREY LID AND BODY	200	EA.	\$43.80	\$8,760.00	\$39.81	\$7,962.00	\$48.07	\$9,614.00
3	95 GALLON ROLL CART, DARK GREY LID AND BODY	35	EA.	\$49.49	\$1,732.15	\$45.97	\$1,608.95	\$52.16	\$1,825.60
4	35 GALLON ROLL CART, BLACK LID AND DARK GREY BODY	120	EA.	\$35.99	\$4,318.80	\$34.31	\$4,117.20	\$39.54	\$4,744.80
5	20 GALLON INSERT, BLACK BODY	90	EA.	\$10.00	\$900.00	\$30.69	\$2,762.10	\$18.00	\$1,620.00
6	ASSEMBLY AND DELIVERY	1,531	EA.	\$6.00	\$9,186.00	\$8.10	\$12,401.10	\$3.60	\$5,511.60
SUBTOTAL					\$79,961.65		\$81,345.65		\$83,812.20
SALES TAX (8.6%)					\$6,876.70		\$6,995.73		\$7,207.85
TOTAL BASE BID					\$86,838.35		\$88,341.38		\$91,020.05

Error Corrected

Certified by Karen Latimer, Operations Manager

CONTRACT FOR PURCHASE OF SOLID WASTE ROLL CARTS

THIS AGREEMENT is made this day between the CITY OF MARYSVILLE, a municipal corporation ("City"), and, REHRIG PACIFIC COMPANY, a ("Vendor").

In consideration of the terms and conditions contained herein and attached and made a part of this Contract, the parties hereto covenant and agree as follows:

1) The Vendor shall provide solid waste roll carts for the City's Public Works Department as specifically described in Section B.4 of the Contract Documents, in accordance with and as described in the attached Contract Documents Sections A through F listed below, and shall provide additions to the procurement order as provided under this Contract and every part thereof.

The following Contract Documents are attached to this Contract and are hereby incorporated herein by this reference:

- A. Invitation to Bid
- B. Bid Submittal – Submitted by the Vendor as to those items and/or alternatives accepted by the City (Confirmed copy dated August 1, 2013)
- C. Information for Bidders
- D. Standard Terms and Conditions
- E. Non Collusion Affidavit
- F. Addenda

2) **PURCHASE COST.** This Contract is based on unit rate purchase as bid in section B.5. The total purchase price for the solid waste roll carts will not exceed eighty-six thousand eight hundred thirty-eight dollars and thirty-five cents (\$86,838.35) including Washington State sales tax. The total cost includes all costs associated with procurement of solid waste roll carts, including, but not limited to, labor, materials, equipment, overhead, profit, administrative and regulatory costs, transportation, and assembly and delivery unless otherwise agreed in writing.

3) **CITY AGREEMENT.** The City contracts with Vendor to provide the solid waste roll carts as described in the Contract and to furnish and deliver the solid waste roll carts according to Owner requirements and the terms and conditions herein contained, and contracts to pay the total cost for the solid waste roll carts at the purchase cost rate at the time and in the manner and upon the conditions provided for in this Contract.

4) **VENDOR AGREEMENT.** The Vendor hereby agrees to fully perform the work to fabricate, assemble and deliver the items according to the terms and conditions of this Contract.

5) **VENDOR RESPONSIBILITIES.** The Vendor shall provide and bear the expense of all equipment, work and labor that may be required for the assembly and delivery of the solid waste roll carts provided for in this Contract, unless otherwise provided in the specifications and shall guarantee in accordance with the Contract documents. The Vendor shall

be responsible for fabrication, assembly and delivery of the solid waste roll carts in accordance with all applicable laws and regulations, including, but not limited to, all applicable environmental statutes and regulations.

6) GENERAL PROVISIONS.

A. Time frame for Completion.

- a. The complete order of solid waste roll carts must be delivered and accepted by the City of Marysville no later than December 27, 2013.
- b. The complete order of solid waste roll carts must be assembled and delivered in the designated deployment area no earlier than December 30, 2013 and no later than January 3, 2014.

7) SPECIAL PROVISIONS

- A. Licenses and Permits. The Vendor must have a current City of Marysville Business License before Notice to Proceed can be issued. The Vendor also represents that he is a licensed, bonded and insured Vendor to the extent required by the State of Washington.
- B. Standards. Fabrication, assembly and delivery shall be performed in accordance with accepted industry practice in a safe manner, and shall meet all requirements of applicable codes.
- C. Change Orders. Any change orders shall be made in the form of a written request, submitted by the Vendor to the City for review. The City will then make a written determination to approve or reject said change order prior to any action by the Vendor.

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

9) EQUITABLE ADJUSTMENTS. Should Vendor feel an equitable adjustment to the Contract is warranted whether by written change order or an oral order from the City, Vendor shall file a written notice of that fact with the City within twenty-four (24) hours of the written or oral order. No later than five (5) days thereafter, Vendor shall file a written claim with the City stating the amount claimed, supported by appropriate documentation. No claim for equitable adjustment shall be allowed if submitted after the work has been given final acceptance by the City.

10) **ATTORNEY FEES.** Should either the City or the Vendor commence any legal action relating to the provisions of this Contract, or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses and reasonable attorney fees.

11) **INSURANCE**

The Vendor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with products and materials supplied to the City and the performance of the work hereunder by the Vendor, their agents, representatives, employees or subcontractors.

No Limitation

Vendor's maintenance of insurance as required by the Contract shall not be construed to limit the liability of the Vendor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

Minimum Scope of Insurance

Vendor shall obtain insurance of the types described below:

Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover products liability and liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85 or an equivalent endorsement. There shall be no endorsement or modification of the Commercial General Liability Insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Vendor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01, ISO Additional Insured-Vendors Endorsement CG 20 15, and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate, \$2,000,000 products-completed operations aggregate, and \$2,000,000 products liability aggregate limit.

Other Insurance Provision

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

The Contractor is responsible for all materials and equipment used and installed in the scope of this project until the project is complete and accepted by the City.

Acceptability of Insurers

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

Verification of Coverage

Vendor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before goods, materials or supplies will be accepted by the City and before commencement of the work.

Subcontractors

The Vendor shall have sole responsibility for determining the insurance coverage and limits required, if any, to be obtained by subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.

Notice of Cancellation

The Vendor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

Failure to Maintain Insurance

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

12) **INDEMNIFICATION.** The Vendor shall defend, indemnify and save the City and its elected officials, officers and employees harmless from any and all claim and risk and all losses, damages, demands, suits, judgments, and attorney fees or other expenses of any kind on account of injury to or death of any and all persons, on or account of all property damage of any kind, or loss of use resulting therefrom, or breach or infringement of any property right, to any party arising out of, or in any manner connected with, the performance of this contract, the defects in the items purchased, or caused in whole or in part by reason of the presence of the Vendor or its employees or agents, upon or in proximity to the property of the City during performance of the assembly and delivery of the items before acceptance by the City, except only for those losses resulting from and to the extent of the negligence of the City with regard to activities within the Vendor's scope of work.

Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Vendor and the City, its officers, officials, employees, and volunteers, the Vendor's liability hereunder shall be only to the extent of the Vendor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Vendor's

waiver of immunity under Industrial Insurance, Title 51, RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract.

13) **APPLICABLE LAW AND VENUE.** This Contract shall be governed by, and construed in accordance with, the applicable laws of the State of Washington. Any legal proceedings to determine the rights and obligations of the parties hereunder shall be brought and heard in Snohomish County Superior Court.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF MARYSVILLE

By _____
Jon Nehring, Mayor

Attest:

By _____
April O'Brien, Deputy City Clerk

Approved as to form:

By _____
Grant K. Weed, City Attorney

REHRIG PACIFIC COMPANY

By _____
James L. Drew

Its _____
CFO/Asst. Corp. Secretary

Address: _____
410 East 26th Street

Los Angeles, CA 90058

Telephone: _____
800-421-6244

Update
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CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 9, 2013

AGENDA ITEM: Contract Award – 53 rd Ave NE and SR 528 Intersection Improvements Project	
PREPARED BY: Ryan Morrison, Engineering Tech	DIRECTOR APPROVAL: 
DEPARTMENT: Public Works, Engineering	
ATTACHMENTS: Certified Bid Tabulation, Vicinity Map	
BUDGET CODE: 30500030.563000, R0902	AMOUNT: \$340,949.00

SUMMARY:

The City was awarded \$225,000 in federal funding for the 53rd Ave NE and SR 528 Intersection Improvements project to construct a new traffic signal at the intersection and modify the entry into Jennings's Park.

The project was advertised for an August 29, 2013 bid opening. The City received 2 bids as shown on the attached bid tabulation. The low bidder was Transportation Systems, Inc. at \$310,949.00. The engineer's estimate is \$300,000.00. References have been checked and found to be satisfactory.

Contract Bid (Includes Sales Tax):	\$310,949.00
<u>Management Reserve:</u>	<u>\$30,000.00</u>
Construction Total:	\$340,949.00
 <u>Federal Funds (towards construction)</u>	 <u>\$225,000.00</u>
 Total Cost to City (towards construction):	 \$115,949.00

*this is within the construction match amount that Council originally approved on April 22, 2013 as part of the funding agreement.

RECOMMENDED ACTION:
Staff recommends that Council authorize the Mayor to award the bid for the 53 rd Ave NE and SR528 Intersection Improvements project to Transportation Systems, Inc. in the amount of \$310,949.00 including Washington State Sales Tax and approve a management reserve of \$30,000.00 for a total allocation of \$340,949.00.



**SR 528 53rd Ave NE Intersection
Certified Bid Tab**

8/28/2013

Section	Item	Description	Quantity	Units	Engineer's Estimate		Transportation Systems, Inc		Totem Electric of Tacoma	
					Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price
1-04.4	1	FORCE ACCOUNT - UNANTICIPATED CONFLICTS	1	FA	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
1-05.4	2	ROADWAY SURVEYING	1	LS	\$2,500.00	\$2,500.00	\$4,500.00	\$4,500.00	\$5,811.00	\$5,811.00
1-07.15	3	SPCC PLAN	1	LS	\$1,000.00	\$1,000.00	\$1,250.00	\$1,250.00	\$903.00	\$903.00
1-09.7	4	MOBILIZATION	1	LS	\$20,100.00	\$20,100.00	\$20,000.00	\$20,000.00	\$18,381.00	\$18,381.00
1-10.5	5	PROJECT TEMPORARY TRAFFIC CONTROL	1	LS	\$25,000.00	\$25,000.00	\$10,278.00	\$10,278.00	\$17,883.00	\$17,883.00
2-01.5	6	CLEARING AND GRUBBING	1	LS	\$2,500.00	\$2,500.00	\$2,443.00	\$2,443.00	\$7,642.00	\$7,642.00
2-02.5	7	REMOVAL OF STRUCTURE AND OBSTRUCTION	1	LS	\$2,500.00	\$2,500.00	\$1,648.00	\$1,648.00	\$8,750.00	\$5,750.00
8-04.5	8	EXTRUDED CURB	140	LF	\$20.00	\$2,800.00	\$22.00	\$3,080.00	\$23.10	\$3,234.00
8-20.5	9	TRAFFIC SIGNAL SYSTEM	1	LS	\$180,000.00	\$180,000.00	\$236,000.00	\$236,000.00	\$240,990.00	\$240,990.00
8-21.5	10	PERMANENT SIGNING	1	LS	\$2,000.00	\$2,000.00	\$1,250.00	\$1,250.00	\$1,587.00	\$1,587.00
8-22.5	11	PAVEMENT MARKINGS	1	LS	\$2,000.00	\$2,000.00	\$8,500.00	\$8,500.00	\$8,219.00	\$8,219.00
	12	JENNING'S PARK ENTRANCE MODIFICATIONS	1	LS	\$25,000.00	\$25,000.00	\$7,000.00	\$7,000.00	\$18,315.00	\$18,315.00
CONSTRUCTION TOTAL						\$270,400.00		\$310,949.00		\$333,715.00



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CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 9, 2013

AGENDA ITEM: Public Hearing- Consideration of an Ordinance adopting a moratorium on the establishment, siting, location, permitting, licensing or operation of marijuana cultivation, production of marijuana or marijuana derivatives.	AGENDA SECTION: New Business	
PREPARED BY: Gloria Hirashima, Chief Administrative Officer	DIRECTOR APPROVAL:	
ATTACHMENTS: 1. Draft Ordinance. 2. Initiative 502 Retail Prohibitions Map		
	MAYOR	CAO
BUDGET CODE:	AMOUNT: \$	

DESCRIPTION:

Initiative Measure No. 502 approved by the voter of Washington State on November 6, 2012, purports to legalize various activities relating to the cultivation, production and use of marijuana and marijuana derivatives. The measure includes provisions for establishment, siting, location, permitting, licensing or operation of marijuana cultivation, production and sales of these substances. The Washington State Liquor Control Board (WSLCB) has been charged with implementation of Initiative 502. WSLCB must adopt rules for implementation by 12/1/13. The Board’s current schedule provides for rule adoption on October 16, 2013, with an effective date of November 16, 2013. The WSCLCB would potentially begin accepting applications for Producer, Processor and Retail licenses on November 18, 2013.

The City of Marysville is reviewing its development regulations and areas to identify appropriate responses to the anticipated rules and applications. Exhibit 2 of the agenda bill identifies retail prohibitions identified within I-502 as applied to properties within the city of Marysville.

Staff is recommending adoption of a 12-month moratorium to evaluate implementation of a zoning and licensing strategy for these uses within the city limits.

RECOMMENDED ACTION: Recommend approval of the ordinance establishing a 12 month moratorium.
COUNCIL ACTION:

Draft

7/31/13 For discussion

**CITY OF MARYSVILLE
Marysville, Washington**

ORDINANCE _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, ADOPTING A TWELVE (12) MONTH MORATORIUM WITHIN THE CITY OF MARYSVILLE ON THE ESTABLISHMENT, SITING, LOCATION, PERMITTING, LICENSING OR OPERATION OF MARIJUANA CULTIVATION, PRODUCTION OF MARIJUANA DERIVATIVES, AND THE SALE OF MARIJUANA OR MARIJUANA DERIVATIVES OR ANY OTHER ACTIVITIES ASSERTED TO BE AUTHORIZED OR ACTUALLY AUTHORIZED UNDER WASHINGTON STATE INITIATIVE NO. 502 OR ANY OTHER LAWS OF THE STATE OF WASHINGTON AND SETTING A DATE FOR A PUBLIC HEARING ON THE MORATORIUM, ADOPTING A WORK PLAN, PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Initiative Measure No. 502 (I-502), approved by the voters of Washington state on November 6, 2012, purports to legalize the production, sale and use of marijuana products purchased from State licensed stores for adults age twenty-one (21) and over; and

WHEREAS, I-502 Section 1 (3) authorizes the state liquor control board to regulate and tax marijuana for persons twenty-one (21) years of age and older, and add a new threshold for driving under the influence of marijuana; and

WHEREAS, I-502 Section 4 (1) allows the Washington State Liquor Control Board to license marijuana to process, package and label usable marijuana and marijuana-infused products for sale at wholesale to marijuana retailer;

WHEREAS, I-502 Section 4 (3) allows the Washington State Liquor Control Board to license marijuana retailers to sell usable marijuana and marijuana-infused products at retail in retail outlets; and

WHEREAS, I-502 Section 6 (7) states that before the Washington State Liquor Control Board issues a new or renewed license to an applicant, it must give notice to the application to the chief executive officer of the incorporated city, and the city has the right to file its written objection to such licenses within 20 days after transmittal of the notice of application, but the Board makes the final decision whether to issue a license; and

WHEREAS, I-502 Section 6(8) establishes certain limitations on the Washington State Liquor Control Board's issuance of licenses for any premises that are within 1,000 feet of the perimeter of the grounds of any elementary school or secondary school, playground, recreation

facility, child care center, public park, public transit center or library, or any game arcade, admission to which is not restricted to persons aged twenty-one (21) years or older; and

WHEREAS, I-502 Section 9 contemplates that the Washington State Liquor Control Board will adopt rules to implement the provisions of I-502, which includes the equipment and management of retail outlets and premises where marijuana is produced and processed, and the inspection of same; methods of producing, processing, and packaging the marijuana and marijuana products; security requirements at such establishments; retail outlet locations and hours of operation; labeling requirements and restrictions on advertising of such products; licensing and licensing renewal rules; the manner and method to be used by licensees to transport and deliver marijuana and marijuana products (among other things); and

WHEREAS, I-502 Section 10 contemplates that the Washington State Liquor Control Board will adopt procedures and criteria by December 1, 2013 for issuing licenses to produce, process and sell marijuana (among other things) and

WHEREAS, I-502 Section 13 limits the number of retail outlets to be licensed in each county, for the purpose of making useable marijuana and marijuana-infused products available for sale to adults twenty-one (21) years of age or over; and

WHEREAS, I-502 decriminalizes, for purposes of state law, the production, manufacture, processing, packaging, delivery, distribution, sale or possession of marijuana, as long as such activities are in compliance with I-502; and

WHEREAS, at this point in time, the City of Marysville does not have specific regulations addressing the facilities or uses identified in I-502, other than the requirement for a general business license; and

WHEREAS, I-502 prohibits anyone from engaging in the activities identified in I-502 without first obtaining a license from the Washington State Liquor Control Board; and

WHEREAS, the uses described in I-502 have never been allowed in any state or city in the United States, and City needs time to study the secondary land use impacts of these marijuana uses and the various development standards that should be considered to mitigate these impacts before adoption of any regulatory ordinance or issuance of any business license; and

WHEREAS, the Marysville City Council hereby finds that a moratorium to preserve the status quo is necessary, until the State Liquor Control Board definitively acts to establish a final and complete set of rules for the licensing of all of the new marijuana facilities and uses identified in I-502, and until the City can study, draft, hold public hearings and adopt the appropriate land use and/or licensing regulations to address these new uses; and

WHEREAS, RCW 36.70A.390 authorizes the City Council to adopt an immediate moratorium for a period of up to twelve months if a public hearing on the proposal is held within

at least sixty days of its adoption and a work plan is developed for related studies providing for the twelve-month moratoria period; and

WHEREAS, the City Council desires to impose an immediate twelve month moratorium on the acceptance of any development permit application or business license or application for the siting, location or operation of any marijuana processor, marijuana producer, or marijuana retailer; and

WHEREAS, RCW 69.51A.140 authorizes cities to adopt and enforce zoning requirements, business licensing requirements, health and safety requirements, and business taxes pertaining to the production, processing, or dispensing of marijuana or marijuana products within their jurisdiction; and

WHEREAS, RCW 36.70A.390 provides that, "A county or city governing body that adopts a moratorium, interim zoning map, interim zoning ordinance, or interim official control without holding a public hearing on the proposed moratorium, interim zoning map, interim zoning ordinance, or interim official control, shall hold a public hearing on the adopted moratorium, interim zoning map, interim zoning ordinance, or interim official control within at least sixty days of its adoption, whether or not the governing body received a recommendation on the matter from the planning commission or department. If the governing body does not adopt findings of fact justifying its action before this hearing, then the governing body shall do so immediately after this public hearing. A moratorium, interim zoning map, interim zoning ordinance, or interim official control adopted under this section may be effective for not longer than six months, but may be effective for up to one year if a work plan is developed for related studies providing for such a longer period. A moratorium, interim zoning map, interim zoning ordinance, or interim official control may be renewed for one or more six-month periods if a subsequent public hearing is held and findings of fact are made prior to each renewal"; and

WHEREAS, 35.63.200 provides a similar process as described above for adopting and extending land use moratoriums; and

WHEREAS, moratoriums enacted under RCW 36.70A.390 and/or RCW 35.63.200 are methods by which local governments may preserve the status quo so that new plans and regulations will not be rendered moot by intervening development; and

WHEREAS, the Marysville Municipal Code does not currently have specific provisions addressing licensing, producing, processing or retailing of recreational marijuana; and

WHEREAS, in conformity with the responsibilities of the City of Marysville to meet public health, safety and welfare requirements and provide zoning and land use regulations pursuant to state law, and the City's authority to regulate land use activity within its corporate limits, the City intends to develop appropriate public health, safety and welfare requirements and zoning and land use regulations for the establishment of facilities producing, processing and retailing of recreational marijuana; and

WHEREAS, the City Council has determined it needs additional time to conduct appropriate research to analyze the effects of the pending rules and regulations to be established by the Washington State Liquor Control Board pursuant to I-502; and

WHEREAS, a moratorium will provide the City with additional time to review and amend its public health, safety and welfare requirements and zoning and land use regulations related to the establishment of facilities producing, processing and retailing recreational marijuana as authorized by I-502; and

WHEREAS, the City Council concludes that the City does have authority to establish a moratorium and that the City must adopt a moratorium concerning the filing, acceptance, and processing of new land use applications or licensing for the establishment of, or operation of, any facility, building or premises used for the production, processing or retailing of recreational marijuana, to protect the health, safety and welfare of the citizens of Marysville; and

WHEREAS, In addition, the cultivation, possession or distribution of cannabis marijuana, and marijuana products has been and continues to be a violation of federal law through the Controlled Substances Act (“CSA”); and

WHEREAS, the activities purported to be legalized under Initiative Measure No. 502 remain violations of federal law through the Controlled Substances Act, and the United States Supreme Court in Gonzales v. Raich, 545 U.S. 1, (2005) which held that the CSA’s categorical prohibition of the manufacture and possession of marijuana as applied to the intrastate manufacture and possession of marijuana for medical purposes superseded a conflicting California State law; and

WHEREAS, two U.S. Attorneys (Federal Department of Justice) situated in Washington have gone on record stating that marijuana is a Schedule I controlled substance under federal law, and as such, growing, distributing and possessing marijuana in any capacity other than as part of a federally authorized research program is a violation of federal law, regardless of state laws permitting such activities, and also concluded publicly that local governmental employees who conducted marijuana regulatory activities under Washington State law are subject to prosecution under the CSA; and

WHEREAS, in 2012, the Board of Clark County Washington Commissioners requested a determination from the federal government whether such enforcement efforts would extend to local government activities implementing Washington state laws on marijuana, where those laws conflict with the CSA, and the responsive letter from Joseph T. Rannazzisi, Deputy Assistant Administrator, Office of Division Control, U.S. Department of Justice, Drug Enforcement Administration, states that anyone who knowingly carries out the marijuana activities contemplated by Washington state law which are inconsistent with the CSA, as well as anyone who facilitates such activities, or conspires to commit such violations of the CSA, is subject to criminal prosecution as provided in the CSA, including both local elected officials and local government staff; and

WHEREAS, the recently approved Initiative Measure No. 502 does not appear to change the basis for the analysis by the U.S. Attorneys, and any State or local officials who undertake marijuana regulatory activities remain subject to federal prosecution; and

WHEREAS, because prior to the passage of Initiative Measure No. 502, the possession or distribution of marijuana was a violation of both the Washington Uniform Controlled Substances Act and a violation of the federal CSA, the City has not studied or implemented zoning for uses involving the production or distribution of marijuana; and

WHEREAS, the City requires time to conduct appropriate research to understand the extent and validity of the changes provided in the new law to analyze impacts and potential liabilities under federal law and to determine an appropriate regulatory framework for the uses and activities that are allowed under Initiative Measure No. 502; and

WHEREAS, in addition to the legal issues, the City must study, without limitation, the impacts of the location of uses and facilities for the production, sale and use of marijuana products and the siting of marijuana cultivation facilities, facilities for the creation of marijuana products, and State licensed marijuana stores in commercial and residential zones, as well as impacts arising from the proximity of these uses, activities and facilities to schools, day cares, parks, religious and cultural facilities, and accordingly the City Council finds that a zoning, licensing and permitting moratorium should be established pending local review of appropriate locations and design requirements of these operations and impacts of the newly amended law and its interaction with federal law; and

WHEREAS, the City Council adopts the foregoing as its findings of facts justifying the adoption of this ordinance;

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

Section 1. Preliminary Findings.

The recitals and findings set forth above are hereby adopted as the City Council preliminary findings in support of the moratorium imposed by this ordinance in compliance with RCW 36.70A.390 and RCW 35.63.200. The City Council may in its discretion adopt additional findings at the conclusion of the public hearing referenced in Section 6 below.

Section 2. Moratorium Imposed.

Pursuant to Washington State law, a moratorium is hereby enacted prohibiting within the City of Marysville the establishment, siting, location, operation, licensing, or maintenance of facilities, structures, businesses or any other activities involving the production, sale and use of marijuana and marijuana products asserted to be authorized or actually authorized under Washington State Initiative No. 502 or any other laws of the state of Washington (Marijuana Business). No building permit, occupancy permit, or other development permit or approval shall be issued for any of the purposes or activities listed above and no business license shall be granted or accepted while this moratorium is in effect. Any land use permits, business licenses, or other permits for any of these operations that are issued as a result of error or by use of vague or deceptive

descriptions in any license or development application during the moratorium are null and void and without legal force or effect.

Section 3. Definition of Marijuana Use.

As used in this ordinance the following list of terms shall have the meaning set forth below:

Marijuana Definitions.

"Marijuana Use" includes any store, agency, organization, dispensary, cooperative, network consultation, operation, or other business entity, group or person, no matter how described or defined, including any associated premises and equipment which has for its purpose or which is used to grow, select, measure, process, package, label, deliver, dispense, sell or otherwise transfer for consideration, or otherwise, marijuana in any form.

"Cannabis or Marijuana" means all parts of the plant Cannabis, whether growing or not, with a THC concentration greater than 0.3 percent on a dry weight basis; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin. For the purposes of this Ordinance, "cannabis" or "marijuana" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, except the resin extracted therefrom, fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination.

"Marijuana processor" means a person licensed by the State Liquor Control Board to process marijuana into useable marijuana and marijuana-infused products, package and label usable marijuana and marijuana-infused products for sale in retail outlets, and sell usable marijuana and marijuana-infused products as wholesale to marijuana retailers.

"Marijuana producer" means a person licensed by the State Liquor Control Board to produce and sell marijuana at wholesale to marijuana processors and other marijuana producers.

"Marijuana-infused products" means products that contain marijuana or marijuana extracts and are intended for human use. The term "marijuana infused products" does not include useable marijuana.

"Marijuana retailer" means a person licensed by the State Liquor Control Board to sell usable marijuana and marijuana-infused products in a retail outlet.

"Retail outlet" means a location licensed by the State Liquor Control Board for the retail sale of useable marijuana and marijuana-infused products.

"Usable marijuana" means dried marijuana flowers. The term "usable marijuana" does not include marijuana-infused products.

Section 4. No Nonconforming Uses.

No use that constitutes or purports to be a Marijuana Use as that term is defined in this ordinance that was engaged in that activity prior to the enactment of this ordinance shall be deemed to have been a legally established use under the provisions of the Marysville Municipal Code and that use shall not be entitled to claim legal nonconforming status.

Section 5. Effective Period for Moratorium.

The moratorium set forth in this ordinance shall be in effect for a period of twelve (12) months from the date this ordinance is passed and shall automatically expire at the conclusion of that twelve (12) month period unless the same is extended by the City as provided in State law or unless terminated sooner by ordinance.

Section 6. Public Hearing.

The City Council will hold a public hearing at the regular City Council meeting of _____ at _____ p.m. or as soon thereafter as the business of the City Council shall permit and which date is no more than sixty (60) days after the date of adoption herein in order to take public testimony and to consider adopting further findings.

Section 7. Work Program.

The City Administrator and other responsible staff are hereby authorized to study and address issues related to determining the legality of Marijuana Uses as defined herein, including but not limited to review of the pending dispute between State and federal law enforcement authorities regarding the legality of Marijuana Uses under any circumstances and notwithstanding the adoption of Initiative Measure No. 502. In the event that such uses are ultimately determined to be legal, the work program should also develop appropriate land use regulations pursuant to the newly amended law, for review and recommendation for inclusion in the zoning regulations or other provisions of the Marysville Municipal Code, including business licensing and other regulations for review for inclusion in the Marysville Municipal Code.

Section 8. Severability. If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance or its application to any person or situation should be held to be invalid or unconstitutional for any reason by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this ordinance or its application to any other person or situation.

Section 9. Effective Date.

This Ordinance shall become affective five (5) days following passage and publication as required by law.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2013.

CITY OF MARYSVILLE

By _____
Jon Nehring, Mayor

ATTEST:

By _____
April O'Brien, Deputy City Clerk

Approved as to form:

By _____
Grant Weed, City Attorney

Date of Publication: _____

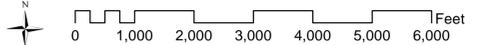
Effective Date : _____



I-502 Retail Prohibitions

July 2013

DRAFT



- legend*
- Marysville city limits
 - Daycare facilities (DOR Oct. 2012)
 - Schools - public
 - Schools - private
 - Parks
 - Library
 - Transit centers
 - Parcels
 - Library 1000 ft buffer
 - Public schools 1000 ft buffer
 - Private schools 1000 ft buffer
 - Parks 1000 ft buffer
 - Daycare 1000 ft buffer
 - Transit centers 1000 ft buffer

NOTE: Daycare facilities provided by the Dept. of Revenue, Oct. 2012 - not field verified.

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.

Considerations for an affirmative approach to the new marijuana law

(Using my proposed grow operation as the model)

1. 0 (Zero) negative impact on the city from allowing producer/processor operations
 - No smell
 - No increase in traffic (no retail operation at site)
 - No public awareness issues (minimal signage/generic name)
 - No increase in safety/security issues (tightly mandated)

The reality is that no one is likely to even be aware of the low-profile operation.

2. Positive benefits to the city/community
 - Estimated over \$100,000 annual tax revenue to city
 - Employment for approximately 20 individuals
 - Preference will be given to local residents
 - Background checks will be performed (no employees with criminal records)
 - Additional revenues from employees
 - Additional revenues from city utilities
 - Civic-minded business owner
 - Donations to local sports and groups
 - Sponsor health activities and local foundations
 - Adopt-a-road
3. Legal Aspects
 - Reduce black market activity
 - Reduce crime
 - The "Will of the People" - this initiative produced the highest voter turnout in the nation, at 81%. Governor Inslee himself has committed to being "fully supportive of protecting, defending, and implementing the will of the voter."
 - The new law does not allow an opt-out clause for cities - the board will issue licenses even in cities with moratoria and obstacles.
 - The Justice Department has officially stated that it will not focus on prosecuting marijuana operations in Washington or Colorado.
 - Approving legal marijuana operations is a forward-thinking position. According to Kent city council president, Dennis Higgins, "By being proactive, we will head off all kinds of costs for the city, for police, for detective work, for having to deal with bad actors instead of people operating in good faith under the law."

- Allowing legal marijuana operations will protect cities from unnecessary legal battles. Candice Bock, government relations advocate for the Association of Washington Cities (AWC), says that for those cities who continue their resistance, "I fully expect litigation, and the courts will end up being the ones who sort it out."
4. Health reports on marijuana
- Annual causes of deaths in the US:

▪ Tobacco	435,000
▪ Alcohol	85,000
▪ Car Accidents	26,000
▪ Prescription drugs	32,000
▪ Marijuana	0
 - Research shows that THC and cannabidiol are protective antioxidants. Rat studies have shown that cannabidiol was significantly more protective than either vitamin E or vitamin C
 - Cannabinoids have been show to improve the efficiency of mitochondria and potentially help cure Alzheimers, Parkinsons, and Huntingtons diseases, as well as ward off some of the symptoms of premature aging (*interestingly, marijauna was demonized in the 1930s largely as an effort by William Randolph Hearst (paper mogul), Andrew Mellon (Secretary of the Treasury and investor in nylon) and the Duponts (nylon creator) so that hemp, as a product competitor, would be removed from the scene*)

In summary, the legality of marijuana in Washington state, as well as the practical considerations above and, in fact, the relatively harmless effect of marijuana are all valid and worthy reasons for the city of Marysville to approve legal, carefully mandated marijuana operations within its city limits, particularly in the light industrial and commercial zoned areas.

Thank you.

Catherine Mighell
 cjmighell@gmail.com
 425.870.6335

Update
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**AGREEMENT BETWEEN BERRY FARM I CONDOMINIUM ASSOCIATION
AND THE CITY OF MARYSVILLE FOR SPEEDING ENFORCEMENT**

THIS AGREEMENT between Berry Farm I Condominium Association and the City of Marysville for Speeding Enforcement is made this ____ day of _____, 2013 by the Berry Farm I Condominium Association, a Washington nonprofit corporation (hereinafter “Berry Farm”) and its president, _____ and the City of Marysville, a Washington municipal corporation (hereinafter “City”) and its Chief of Police, Richard Smith.

RECITALS

WHEREAS, Berry Farm I Condominium Association (the “Association”) is a properly formed and registered nonprofit corporation of the State of Washington, in good standing;

WHEREAS, the City of Marysville is a Washington municipal corporation, and the Berry Farm I Condominium is located within the city limits of the City;

WHEREAS, _____ is the president of Berry Farm;

WHEREAS, Richard Smith is the Chief of Police of the City;

WHEREAS, a Declaration and Covenants, Conditions, Restrictions and Reservations for Berry Farm I Condominium was recorded on January 10, 2002 (the “Declaration”) under Snohomish County Auditor’s File No. 200201100672;

WHEREAS, the Declaration authorized and directed the formation of the Association;

WHEREAS, a majority of the Association’s Board of Directors (the “Board”) at a properly called meeting authorized the issuance of speeding infractions on its private roads in accordance with authority conferred by the Declaration;

WHEREAS, the Board established a maximum speed limit on the private streets over which the Association has authority of _____ miles per hour, which is not lower than twenty (20) miles per hour;

WHEREAS, the Association has provided written notice of all of the homeowners describing the new authority to issue speeding infractions;

WHEREAS, the Association has, at a minimum, caused signs to be posted at all vehicle entrances to the community declaring the speed limit; and

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WHEREAS, municipal enforcement of speed limits on private roads within a community organized under Chapters 64.38, 64.32 or 64.38 RCW is authorized by RCW 46.61.419 as recently amended by Senate Bill 5113 effective July 28, 2013;

WHEREAS, speeding enforcement on privately owned streets has not previously been done in the City so by entering into this Agreement the parties hereto intend this agreement to be a one year pilot project, subject to termination or continuation at the City's discretion;

NOW, THEREFORE, the Association, through its president, and the City, through its Chief of Police agree as follows:

1. Representations by Association. Association agrees that all facts stated in the Recitals are true and accurate as of the date of this Agreement and will remain so during the term of this Agreement.

2. Certification by Attorney for Association. An attorney duly retained by the Association and representing the Association shall provide the City an opinion letter attesting to the truth of each factual statement in the Recitals pertaining to the Association. This certification shall be in a form acceptable to City. City may, not more often than one time every twelve months, request an update and recertification from the Association and the attorney retained by and representing the Association as to the continuing truth of the factual statement in the Recitals pertaining to the Association.

3. Commencement and Termination of Agreement. Unless terminated earlier, this Agreement shall be considered a pilot project and unless extended by written amendment shall have a term of one year. This Agreement shall commence twenty (20) days after: (1) City's receipt of the Certification required by paragraph 2, (2) receipt of evidence of insurance as required by paragraph 4 of this Agreement, and (3) receipt of an indemnity bond as required by paragraph 5 of this Agreement. The City may, in its sole discretion terminate this Agreement at any time upon five (5) days notice from City to the Association in writing.

4. Insurance. Association shall procure, and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the speeding enforcement under this Agreement. Failure by the Association to maintain the insurance as required shall constitute a material breach of contract upon which the City may terminate this Agreement or at its discretion suspend speeding enforcement until insurance as required below is procured.

a. Minimum Scope of Insurance.

The Association shall obtain insurance of the type described below:

Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises,

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operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured- Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

b. Minimum Amounts of Insurance.

The Association shall maintain the following insurance limits: Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

c. Other Insurance Provisions.

The insurance policy is to contain, or be endorsed to contain, the following provisions for Commercial General Liability insurance.

The Association's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Association's insurance and shall not contribute with it.

• Acceptability of Insurers.

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

• Verification of Coverage.

The Association shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Commercial General Liability insurance of the Association. Throughout the term of this Agreement, the Association shall provide the City with proof of insurance upon request by the City.

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- Notice of Cancellation of Insurance.

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

5. Indemnity by Association. Association agrees to save, indemnify, defend and hold City harmless for or on account of any claim or demand arising from the untruthfulness of any fact set out in the Recitals concerning Association at any time, and for any action by any member, director or officer of the Association whereby the same involved himself/herself in speeding enforcement under this Agreement. This indemnity includes all legal costs and reasonable attorneys' fees incurred by the City in defense of any claim. City shall be entitled to select the counsel of its choice to defend any claim within the scope of this indemnity.

6. Indemnity by City. City agrees to save, indemnify, defend and hold Association harmless for the actions of its police in enforcing speeding on the private roads of the Association. This indemnity includes all legal costs and reasonable attorneys' fees incurred by Association in defense of any claim.

7. Indemnity Bond. From a surety acceptable to City, on a form acceptable to City, Association shall provide to City an Indemnity Bond in the amount of \$500,000 to secure the indemnity required under paragraph 5 of this Agreement.

8. Speed Sign Maintenance. Association shall at all times maintain the Speed signs at the entrances to the Community and at such other locations where they are posted.

9. Notice to New Members. Association shall, at the time a new member moves into the community, notify the new member of City speed enforcement on the private roads of the Association. Association shall maintain adequate written evidence of notice to each new member.

10. No Gates. Should Association at any time place gates at the entrance to the community, City shall not be obligated to provide speed enforcement.

11. No Speed Bumps. If speed bumps exist, or are added to the private roads of the Association, City shall not be obligated to provide speed enforcement.

12. Ownership of Streets and Related Infrastructure. Notwithstanding the City's agreement to provide speeding enforcement on the private roads of the Association, the roads of the Association and all related infrastructure (sewer, water, storm water, and other utilities) shall not be deemed public and the City shall have no

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obligation to accept, repair, maintain, or otherwise provide for the private roads and infrastructure of the Association.

13. Public Duty. Association agrees that any speed enforcement by City under this Agreement shall be deemed discretionary enforcement by the City in accordance with the City’s general public duty for traffic enforcement and that this Agreement does not create any special relationship that speed enforcement will be done differently than on the public streets of the City of Marysville.

14. Consideration. Because the streets within the Community are privately owned, the City has no affirmative obligation to patrol and enforce speed limits. In addition to the other consideration stated within this agreement the Association agrees to conduct an annual community clean up with the efforts of its membership, will coordinate with the Marysville Police Department to develop an enhanced block watch program and will actively participate in the National Night Out program.

15. Jurisdiction. The parties agree that any action to enforce the terms of this Agreement shall be in the Snohomish County Superior Court. In any action to enforce the terms of this Agreement, the prevailing party shall be entitled to an award of all legal costs and expenses and reasonable attorneys’ fees as determined by the court.

16. Complete Agreement. This is a complete agreement between the parties and there are no other agreements between the parties concerning the subject matter of this Agreement.

DATED this ____ day of _____, 2013

BERRY FARM I CONDOMINIUM ASSOCIATION

By: _____
President

DATED this ____ day of _____, 2013

CITY OF MARYSVILLE

By: _____
Richard Smith, Chief of Police

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DATED this ____ day of _____, 2013

CITY OF MARYSVILLE

By: _____
Jon Nehring, Mayor

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she is authorized to execute the instrument and acknowledged it as the President of Berry Farm I Condominium Association to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this ____ day of _____, 2013.

(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Richard Smith is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the Chief of Police of the City of Marysville to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this ____ day of _____, 2013.

(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____

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STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Jon Nehring is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the Mayor of the City of Marysville to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this ____ day of _____, 2013.

(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____