

**Marysville City Council Meeting**

**7:00 p.m.**

**City Hall**

**March 12, 2007**

**Call to Order  
Invocation  
Pledge of Allegiance  
Roll Call  
Committee Reports  
Presentations**

**Audience Participation**

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

- 1. Approval of February 26, 2007 City Council Meeting Minutes. \*
- 2. Approval of March 5, 2007 City Council Work Session Minutes. \*

**Consent**

- 3. Approval of February 28, 2007 Claims in the Amount of \$429,417.03; Paid by Check No. 37317 through 37480. \*
- 4. Approval of March 5, 2007 Payroll in the Amount of \$986,670.72; Paid by Check No. 17542 through 17613. \*
- 5. Approval of March 7, 2007 Claims in the Amount of \$1,319,062.78; Paid by Check No. 37481 through 37623 with Check No. 37193 Void. \*
- 6. Approval of New Liquor Licenses: Smokes to Go, 1309 State Avenue; Mae Phim Marysville Thai Restaurant, 1212 #E State Avenue; and 7-Eleven, 1114 State Avenue.
- 8. Approval of Renewal of Liquor Licenses: Big K-Mark #7253, 9623 State Avenue; Harvest Harden, 1508 -2<sup>nd</sup> Street; 7-Eleven #2306-18861E, 1114 State Avenue; Acapulco Mexican Restaurant, 9611 State Avenue, Suite A; and First Stop Food Mart, 70 State Avenue, Suite B.
- 9. Authorize Mayor to Sign Interlocal Governmental Agreement Between the City of Everett and Snohomish County and Cities Located within Snohomish, King, and Skagit Counties for In-Service Training.
- 10. Approval of the Purchase and Installation of Dump Body for New Dump Truck Cab & Chassis.
- 12. Authorize Mayor to Sign Fiber Optic Lease Agreement with Black Rock Cable, Inc. for Data Connection to County's Network and to Washington State's Inter-Governmental Network.

***\*These items have been added or revised from the materials previously distributed in the packets for the March 5, 2007 Work Session.***

**Marysville City Council Meeting**

**March 12, 2007**

**7:00 p.m.**

**City Hall**

**Review Bids**

**Public Hearings**

**Current Business**

**New Business**

- 11. Professional Services Agreement with Perteet Engineering, Inc. to Update Traffic Impact Study. \*

**Legal**

**Ordinance and Resolutions**

- 15. An Ordinance of the City of Marysville, Washington Amending Marysville Municipal Code Subsections 2.51.040(1) and (2) Relating to the Duties of the Salary Commission. \*
- 13. A Resolution of the City of Marysville Declaring Certain Items of Personal Property to be Surplus and Authorizing the Sale or Disposal Thereof.
- 14. A Resolution of the City of Marysville Authorizing a \$1,170,876.03 Interfund Loan from the Water Works Utility Fund 401 to the Street Construction Fund 305, and Providing for Payment and a Formula for Payment of Interest.
- 16. A Resolution Concerning the City of Marysville's Commitment to the Development and Construction of an Independent Stand Alone Four Year Polytechnic University in Snohomish County. \*

**Mayor's Business**

**Staff Business**

**Call on Councilmembers**

**Information Items**

**Adjourn**

**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 Kristie Guy, Human Resources Manager, 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 March 5, 2007 Work Session.***

## MARYSVILLE CITY COUNCIL MEETING

February 26, 2007

7:00 p.m.

City Hall

### CALL TO ORDER / INVOCATION / PLEDGE OF ALLEGIANCE

Mayor Dennis Kendall called the February 26, 2007 meeting of the Marysville City Council to order at 7:00 p.m. The invocation was given by Pastor Jeff Morris from the Turning Point Community Church. Mayor Kendall led those present in the Pledge of Allegiance.

### ROLL CALL

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

**Mayor:** Dennis Kendall

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

**Staff:** Mary Swenson, Chief Administrative Officer; Grant Weed, City Attorney; Sandy Langdon, Finance Director; Kevin Nielsen, City Engineer; Gloria Hirashima, Community Development Director; Robb Lamoureux, Police Commander; Jim Ballew, Parks and Recreation Director; Doug Buell, Community Information Officer; and Laurie Hugdahl, Recording Secretary.

### COMMITTEE REPORTS

Councilmember Carmen Rasmussen reported on the February 14 **Parks Board** meeting. Topics discussed included:

- Adoption of a park bench standard
- Incorporating service club kiosks into the proposed gateways
- Video surveillance in parks
- Farmers Market – The board is recommending not promoting it this year due to the lack of a community coordinator and the required staff time to put on a successful farmers market.
- Information on REI grant tree planting – very successful
- Hanging baskets will go onto 116<sup>th</sup> this year.
- Father/daughter dance was a success
- Concert series will be funded by Suntex homes

Councilmember Jeff Seibert reported on the February 14 **Solid Waste Advisory Committee** meeting. Topics reviewed at that meeting included:

- Waste export services
- Disaster Planning
- Food waste as part of recycling
- Outdoor burning ban – countywide
- Solid waste tonnage and recycling up 15% from last year
- Possibility of converting garbage to energy
- Improving diversion
- Rate study and cost of service review
- Southwest Solid Waste Transfer Station construction to begin soon

Councilmember Wright announced that the **Snohomish Health District** presented Hagen's Market Deli with the Excellence Award for Food Service in the deli section.

Councilmember Seibert stated that the February 21 **Finance Committee** discussed the following:

- Fireworks permits
- Staff is still looking for a city clerk
- Updating and improving the paperless agenda
- Financial Summary reports – need feedback from Council about what they'd like to see
- Utility Billing Update on Surface Water going well
- Technology Update

## **PRESENTATIONS**

### **A. Employee Service Awards**

The following employees were presented with service awards:

- Paul Federspiel, Associate Engineer II – 5 years
- Kimarie Daggett, Maintenance Worker II – 10 years
- Duane Morgison, Utility Locator – 20 years

### **B. Proclamation: Soroptimist International of Marysville Saturday of Service**

Mayor Kendall read the Proclamation declaring Saturday, March 3, 2007 as, "Soroptimist International of Marysville Saturday of Service Day." He presented Councilmember Donna Wright with the Proclamation on behalf of the Soroptimists.

## **AUDIENCE PARTICIPATION**

None.

## APPROVAL OF MINUTES

### 1. Approval of February 12, 2007 City Council Meeting Minutes.

Councilmember Lee Phillips corrected his comments on page 9 of 11 to read, "He stated that the I-Net TV Advisory Committee **PEG fee** would be coming to Council in March.

Councilmember Jeff Seibert referred to Chief Turner's comment on page 10 regarding the number of SnoPac calls. This should be corrected from 6,000 to **600,000**.

**Motion** made by Councilmember Seibert, seconded by Councilmember Rasmussen, to approve the February 12, 2007 City Council Meeting minutes as corrected.

**Motion** passed unanimously (7-0).

### 2. Approval of February 20, 2007 City Council Work Session Minutes.

Councilmember Phillips noted he would be abstaining since he did not attend the 2/20 Work Session.

**Motion** made by Councilmember Vaughan, seconded by Councilmember Wright, to approve the February 20, 2007 Work Session minutes as presented. **Motion** passed unanimously (6-0) with Councilmember Phillips abstaining.

## CONSENT

Councilmember Seibert requested the removal of item 6. **Motion** made by Councilmember Nehring, seconded by Councilmember Soriano, to approve Consent Agenda Items 3-5, 7-10, 12 and 13 as follows:

3. **Approval of February 14, 2007 Claims in the Amount of \$679,313.73; Paid by Check No. 36967 through 37155.**
4. **Approval of February 21, 2007 Claims in the Amount of \$430,605.61; Paid by Check No. 37156 through 37316.**
5. **Approval of February 20, 2007 Payroll in the Amount of \$638,989.97; Paid by Check No. 17485 through 17541.**
7. **Authorize Mayor to Sign the Interlocal Agreement between Snohomish County and the City of Marysville for Traffic Signal and Street Light Maintenance.**

8. **Authorize Mayor to Sign Amendment IV to Intergovernmental Agreement with Snohomish County to Furnish Fleet Management Services.**
9. **Approval of IT Staffing Classification and Compensation Proposal for Application Specialist/programmer, Computer Support Technician I, and Computer Support Technician II Positions.**
10. **Authorize Mayor to Sign Snohomish County Human Services Grant Contract for Senior Services Project Program Grant Renewal.**
12. **Authorize Mayor to Sign Golf Course Agreement with Golf Cart Marketing to Initiate ProMotional Marketing Banner Program.**
13. **Authorize Mayor to Sign Professional Services Agreement with RH2 for Design Services on Lake Goodwin Well Site Improvements Project.**

**Motion** passed unanimously (7-0).

6. **Authorize Mayor to Sign the Visitor & Community Information Center Services Agreement with Greater Marysville Tulalip Chamber of Commerce.**

Councilmember Seibert referred to page 1, item 5 and noted that the date should be corrected to 2007. Chief Administrative Officer Swenson commented that this had already been changed in the original.

Councilmember Lee Phillips thanked Sandy Langdon for getting the city comparison to him. He suggested looking at using the Hotel/Motel Tax fund for this purpose. He commented that the money spent for the Visitor and Community Information Center is well spent. Ms. Swenson concurred. She emphasized that the Chamber has been extremely helpful and is an incredible value to the City.

**Motion** made by Councilmember Phillips, seconded by Councilmember Seibert, to authorize the Mayor to sign the Visitor and Community Information Center Services Agreement with Greater Marysville Tulalip Chamber of Commerce. **Motion** passed unanimously (7-0).

## **REVIEW BIDS**

None.

## **PUBLIC HEARING**

None.

## CURRENT BUSINESS

### 11. Planning Commission Recommendation for Comprehensive Plan Amendment Adopting a Subarea Plan for the East Sunnyside/Whiskey Ridge Area, Development Regulations and Areawide Rezone of the Subarea; PA06086.

City Attorney Grant Weed reviewed this agenda item and Council's options. Regarding the options, he advised setting and holding a public hearing if there would be any difference from the Planning Commission's recommendation. He stated that at the work session last week there were a number of issues that the Council wanted more information about. He suggested scheduling a public hearing in order to hear public comments regarding this new information.

**Motion** made by Councilmember Vaughan, seconded by Councilmember Seibert, to recommend that Council hold a public hearing on April 23, 2007 to take additional testimony on the East Sunnyside/Whiskey Ridge Master Plan and to direct staff to bring back an alternative recommendation on the traffic impact fee by incorporating the Whiskey Ridge transportation projects into the city-wide traffic impact fee.

**Motion** passed unanimously (7-0).

## NEW BUSINESS

### 14. Planning Commission Recommendation to Approve Comprehensive Plan Amendment Updating Capital Facility Plan Element for Marysville, Lakewood, and Lake Stevens School District.

Gloria Hirashima stated that there was no new information regarding this item.

*Public Comment:*

Chris Bandoli, Government Affairs, Manager, Barclays North, 10515 20<sup>th</sup> Street SE, Suite 100, Everett, WA 98205.

Mr. Bandoli stated that the discount of 25% is inconsistent with what is done by other jurisdictions. Marysville ought to have a 50% discount to encourage more affordable housing.

Councilmember Donna Wright concurred. She supported having the discount the same as the county and other neighboring jurisdictions.

Councilmember Seibert replied that he was in favor of lowering the discount rate, not raising it.

## LEGAL

None.

## ORDINANCES AND RESOLUTIONS

16. **An Ordinance of the City of Marysville, Washington Providing for the Amendment of the City's Comprehensive Plan by the Adoption of the Marysville, Lakewood, and Lake Stevens School District 2006-2011 Capital Facilities Plans as a Sub-element of the City's Comprehensive Plan and Establishing the Adoption of Said Plan and the Collection and Imposition of School Impact Fees as a Component of the City's Annual Budgeting Process; and Amending Ordinance No. 2676 Relating to Adoption of the City Budget of the City of Marysville.**

**Motion** made by Councilmember Seibert, seconded by Councilmember Rasmussen, to approve Ordinance No. 2689, adopting the 2006-2011 capital facility plans for Marysville, Lakewood, and Lake Stevens School Districts. **Motion** passed (6-1) with Councilmember Donna Wright voting against.

## MAYOR'S BUSINESS

- Mayor Kendall noted that the new Thai restaurant in town is very good.
- He attended the Town Hall meeting in Stanwood. The State Patrol is still investigating the accident and trying to come up with a recommendation to prevent future accidents of this sort.
- Senator Haugen is trying to move the 529 bridge to the original schedule to start in 2008.

## STAFF BUSINESS

Jim Ballew commented on the tremendous effort by many volunteers with the REI grant tree planting project.

Gloria Hirashima announced that earlier this month the City went live with the Master License for the state.

Grant Weed discussed the need for a 10-minute Executive Session to discuss a personnel matter. No action was to be taken.

Mary Swenson advised that Council review the Salary Commission code to adjust the required meeting dates in order to be in sync with the earlier filing requirements.

Sandy Langdon stated that they are working on Councilmember Rasmussen's request and will have it by Monday.

Robb Lamoureux commented that last Friday he and three others went down to Vancouver Police Department to spend time with Rick Smith's department. It was very exciting and they are looking forward to bringing his experience up here.

## **CALL ON COUNCILMEMBERS**

Lee Phillips thanked the other councilmembers for excusing his absences that have been required due to his new job requirements.

Carmen Rasmussen reiterated how great the tree planting was with so many volunteers wanting to help improve the city. She asked how the 80<sup>th</sup>-88<sup>th</sup> Street subarea meeting went. Gloria Hirashima reviewed the meeting. She noted that many of the residents there are not interested in seeing any changes to their area. Staff has determined three likely alternatives for a draft.

Jeff Seibert asked Mary Swenson if the effective date for when the salary goes into effect needs to be reviewed on the Salary Commission ordinance. Ms. Swenson said they would be looking into that. He noted that the Public Works meeting would be cancelled this Friday due to lack of agenda items.

Donna Wright stated that she would be out of state for the Public Safety meeting this week.

Jeff Vaughan asked about Highway 528 from 47<sup>th</sup> to 53<sup>rd</sup>. Kevin Nielsen responded that they got approval from WSDOT to re-channelize that this year. He asked about the typical turnaround time for business licenses. He said he had visits from the fire district and inspector when he filed his application and that it took four months to receive the license. Gloria Hirashima said that seemed atypical and that she would look into it because normally licenses are issued within 30 days. Councilmember Vaughan said he was happy to hear about Hagen's award. He noted that they have great hot-and-sour soup.

## **INFORMATION ITEMS**

### **15. Park Board Advisory Meeting Minutes; January 17, 2007**

## **ADJOURNMENT**

Mayor Kendall recessed at 7:52 in to Executive Session which was scheduled to begin at 8:00 p.m.

## **EXECUTIVE SESSION**

Council met in Executive Session at 8:00 p.m. to discuss one personnel issue and reconvened into Regular Session at 8:10 p.m.

**ADJOURNMENT**

Seeing no further business, Mayor Kendall adjourned the meeting at 8:10 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

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

\_\_\_\_\_  
Deputy City Clerk  
Lillie Lein

\_\_\_\_\_  
Recording Secretary  
Laurie Hugdahl

## MARYSVILLE CITY COUNCIL WORK SESSION

March 5, 2007

7:00 p.m.

City Hall

### CALL TO ORDER / INVOCATION / PLEDGE OF ALLEGIANCE

Mayor Dennis Kendall called the March 5, 2007 Work Session of the Marysville City Council to order at 7:00 p.m. There was no invocation. Mayor Kendall led those present in the Pledge of Allegiance.

Mayor Kendall welcomed David Castleberry, the new Golf Pro; Rick Smith, the Chief of Police; and Cheryl Beyer, who was filling in for City Attorney Grant Weed.

### ROLL CALL

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

**Mayor:** Dennis Kendall

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

**Staff:** Mary Swenson, Chief Administrative Officer; Cheryl Beyer, City Attorney; Sandy Langdon, Finance Director; Paul Roberts, Public Works Director; Rick Smith, Chief of Police; Robb Lamoureux, Police Commander; Worth Norton, Information Services Manager; David Castleberry, Golf Pro; and Laurie Hugdahl, Recording Secretary.

### COMMITTEE REPORTS

Councilmember Soriano commented that the Public Safety meeting last week was cancelled.

### PRESENTATIONS

None.

### DISCUSSION ITEMS

None.

## **APPROVAL OF MINUTES**

1. **Approval of February 26, 2007 City Council Meeting Minutes.**
2. **Approval of March 5, 2007 City Council Work Session Minutes.**

## **CONSENT AGENDA**

3. **Approval of February 28, 2007 Claims.**
4. **Approval of March 5, 2007 Payroll.**
5. **Approval of March 7, 2007 Claims.**
6. **Approval of New Liquor Licenses: Smokes to Go, 1309 State Ave.; Mae Phim Marysville Thai Restaurant, 1212 #E State Ave.; and 7-Eleven, 1114 State Ave..**
7. **Approval of Renewal of Liquor Licenses: Albertson's No. 412, 11401 State Ave.; Albertson's No. 471, 301 Marysville Mall; Fanny's Restaurant, 505 Cedar Ave. #A1; State Street Food Mart, 1034 State Ave.; 88th Street Shell Food-Mart & Car Wash, 3506 88th Street NE; and Vi and Glynn's Pub, 10321 State Ave.**
8. **Approval of Renewal of Liquor Licenses: Big Kmart #7253, 9623 State Ave.; Harvest Garden, 1508 – 2nd Street; 7-Eleven #2306-18861E, 1114 State Ave.; Acapulco Mexican Restaurant, 9611 State Ave. Ste. A; and First Stop Food Mart, 70 State Ave. Ste. B.**
9. **Authorize Mayor to Sign Interlocal government Agreement Between the City of Everett and Snohomish County and Cities Located within Snohomish, King, and Skagit Counties for In-Service Training.**

Commander Lamoureux explained that this was part of the annual “refresher” training for police officers and is hosted by the Everett Police Department. City Attorney Cheryl Beyer added that this is the same agreement used by all the other cities.

## **REVIEW BIDS**

None.

## **PUBLIC HEARING**

None.

*Marysville City Council  
March 5, 2007 Meeting Minutes  
Page 2 of 6*

## CURRENT BUSINESS

### 10. Purchase and Install Dump Body for New Dump Truck Cab & Chassis.

Councilmember Seibert asked about the first line item which specifies that this is a “dump body for Western Washington.” He wondered what this meant. Public Works Director Paul Roberts said he would check on that.

### 11. Professional Services Agreement with Pertee Engineering, Inc. for Update of Traffic Impact Study

Public Works Director Paul Roberts explained that this pertained to the Whiskey Ridge area and that he would have something for Council by the next meeting.

### 12. Fiber Optic Lease Agreement with Black Rock Cable, Inc. for data connection to County’s Network and to Washington State’s Inter Governmental Network.

Information Services Manager Worth Norton explained that this would allow fiber connection to the County. This is the same connection the County has with Black Rock.

## NEW BUSINESS

None.

## LEGAL

None.

## ORDINANCES AND RESOLUTIONS

### 13. A Resolution of the City of Marysville Declaring Certain Items of personal Property to be Surplus and Authorizing the Sale or Disposal Thereof.

Paul Roberts commented that this water jet truck has not been used for awhile so they are disposing of it.

### 14. A Resolution of the City of Marysville Authorizing a \$1,170,876.08 Interfund Loan from the Water Works Utility Fund 401 to the Street construction fund 305, And Providing for Payment and a Formula for Payment of Interest.

Finance Director Sandy Langdon explained that this is formalizing an internal loan.

**15. An Ordinance of the City of Marysville Washington Amending Marysville Municipal Code Subsections 2.51.040(1) and (2) relating to the Duties of the Salary Commission.**

Chief Administrative Officer Swenson reviewed the proposed amendments to the Salary Commission Ordinance. The two changes include the time period requirement for when the Salary Commission must meet in order to allow for the new filing period and that the salaries can be changed immediately if there is money in the budget.

Councilmember Phillips stated that he is not comfortable with the language of the section addressing the effective date of changes because it seems to assume a pay raise each year. He supports keeping the language as it currently exists so that the increase in salary would not occur until the next year. He added that he did not feel comfortable leaving an extra balance in the budget.

Mary Swenson discussed the reasoning for the proposed amendment regarding the effective date. She said she did not think it would be an issue very often. Councilmember Phillips said he would be in favor of doing this for the Mayor, but not for the Council.

Councilmember Rasmussen suggested changing the wording from “shall” to “may”. City Attorney Cheryl Beyer did not think this would be allowed. Ms. Swenson commented that there was a lot of discussion about the Mayor’s salary at the last Salary Commission meeting.

Mayor Pro Tem Nehring and Councilmember Seibert thought the wording sounded fine.

**MAYOR’S BUSINESS**

**16. Resolution Concerning the City of Marysville’s Commitment to the Development and Construction of an Independent Stand-Alone Four-Year Polytechnic University in Snohomish County**

Mayor Kendall stated that this resolution is consistent with the other jurisdictions bordering the City. Paul Roberts discussed the relevance to and the status of the senate bill. There was discussion about the specific type of university that this would include.

Mayor Kendall noted that he had received an invitation from PSRC for the General Assembly/Vision 2020 Awards Dinner on April 5 at the Westin Hotel in Seattle.

Mayor Kendall discussed the Wild Sky Wilderness Act, Senate and House Bill being sponsored by Patty Murray, Rick Larsen, and Maria Cantwell to preserve places in the Wild Sky region. He has endorsed it personally and invited any councilmembers interested in endorsing it to let him know.

He remarked that he would be out of town next week in Washington D.C. for the National League of Cities.

## **STAFF BUSINESS**

Cheryl Beyer noted the need for an Executive Session.

Mary Swenson:

- She stated that the Executive Session would cover one property item and one personnel item with no action taken. It was expected to last ten minutes.
- She stated that John Koster is in Washington D.C. and will be representing the City to the delegation.
- The \$1 cable fee is slated for the next cycle.
- Traffic mitigation rebate discussion is coming soon.

## **CALL ON COUNCILMEMBERS**

Carmen Rasmussen said she would be at a meeting tomorrow night at the School District to discuss capital facility users.

She will also be meeting with Ursula Reinke and Mr. Strickland at the Jr. High to discuss students' plans to put on a Hispanic celebration at the school for Cinco De Mayo.

She asked if they had heard anymore about Supt. Nyland's nomination. No one had.

Lee Phillips welcomed Chief Smith.

Donna Wright said she would be in Washington D.C. at the National League of Cities next week and would like an excused absence.

John Soriano welcomed Chief Smith.

He asked if the Wild Sky pertained to DNR lands. Mayor Kendall said he would look into it.

Jeff Seibert welcomed Chief Smith and David Castleberry to the City.

He referred to new pavement at Cedar and 80<sup>th</sup> that had recently been dug up. He asked how this is being tracked and how it could be prevented. He referred to an ordinance that would prohibit someone from cutting up the road within a 5-year time period.

Jon Nehring welcomed David Castleberry and Chief Smith. He said he appreciated the way the Wild Sky bill was being handled, leaving it up to the individual councilmembers to endorse it if they desired.

**INFORMATION ITEMS**

None.

**ADJOURNMENT**

Mayor Kendall recessed at 7:45 p.m. into Executive Session which was scheduled to begin at 7:55 p.m.

**EXECUTIVE SESSION**

Council met in Executive Session at 7:55 p.m. to discuss one personnel and one real estate item.

**REGULAR SESSION**

Council reconvened into Regular Session at 8:0 p.m. At the request of Councilmember Seibert, City Attorney Beyer explained the difference between quasi-judicial and legislative functions regarding Council and the need for appearance of fairness.

**ADJOURNMENT**

Seeing no further business, Mayor Kendall adjourned the meeting at 8:09 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

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

\_\_\_\_\_  
Deputy City Clerk  
Lillie Lein

\_\_\_\_\_  
Recording Secretary  
Laurie Hugdahl

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: March 12, 2007**

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

Please see attached.

**RECOMMENDED ACTION:**

The Finance and Executive Departments recommend City Council approve the February 28, 2007 Period 2 claims in the amount of \$429,417.03 paid by Check No.'s 37317 through 37480.

**COUNCIL ACTION:**

DATE: 2/27/2007  
TIME: 11:33:21AMCITY OF MARYSVILLE  
INVOICE LIST

PAGE: 1

FOR INVOICES FROM 2/27/2007 TO 2/28/2007

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
37317	ADVANTAGE COMMUNICATIONS INC	NEXTEL BELT CLIPS, CAR CHRGRS	501.141100.	228.59
37318	ALLEN CREEK BAPTIST CHURCH	REFUND DEPOSIT LIBRARY	001.239100.	58.00
	ALLEN CREEK BAPTIST CHURCH	REFUND RENTAL FEE LIBRARY	00110347.376014.	8.00
37319	ALLMAX PROFESSIONAL SOLUTIONS INC	ANTERO SOFTWARE TECH SUPPORT	40142480.541000.	800.00
37320	AMERICAN CLEANERS	DRY CLEAN 10 BAGS FOR BOOKS	00112572.548000.	151.36
37321	AMSAN SEATTLE	JANITORIAL SUPPLIES- PSB	00100010.531400.	86.90
	AMSAN SEATTLE		00100010.531400.	403.77
	AMSAN SEATTLE	JANITORIAL SUPPLIES - CITY HAL	00103530.531400.	101.28
	AMSAN SEATTLE	JANITORIAL SUPPLIES- CITY HALL	00103530.531400.	258.31
	AMSAN SEATTLE	JANITORIAL SUPPLIES- PARKS REC	00105380.531400.	330.35
	AMSAN SEATTLE	JANITORIAL SUPPLIES-PARKS REC	00105380.531400.	339.71
	AMSAN SEATTLE	JANITORIAL SUPPLIES - LIBRARY	00112572.531400.	476.49
	AMSAN SEATTLE	JANITORIAL SUPPLIES-WWTP	40142480.531000.	-209.85
	AMSAN SEATTLE		40142480.531300.	264.28
	AMSAN SEATTLE	JANITORIAL SUPPLIES - PW ADMIN	40143410.531200.	101.28
	AMSAN SEATTLE	JANITORIAL SUPPLIES- PW ADMIN	40143410.531200.	194.77
	AMSAN SEATTLE	JANITORIAL SUPPLIES-PW SHOP	40143780.531000.	141.95
	AMSAN SEATTLE	DEGREASER, WYPALL WIPES	501.141100.	446.05
37322	EVELYN ARIES	UTILITY TAX REBATE	00102520.549010.	51.02
37323	ASCOM HASLER/GE CAP PROG	POSTAGE METER CHARGES	00100050.531000.	44.27
	ASCOM HASLER/GE CAP PROG		00100110.531000.	44.27
	ASCOM HASLER/GE CAP PROG		00100310.531000.	44.27
	ASCOM HASLER/GE CAP PROG		00101023.531000.	44.27
	ASCOM HASLER/GE CAP PROG		40143410.531000.	44.27
37324	BANK OF AMERICA	MEAL REIMBURSE	00100110.549000.	41.16
	BANK OF AMERICA	TRAVEL, MEALS	00100110.549000.	321.65
	BANK OF AMERICA		00100720.549000.	30.00
	BANK OF AMERICA	MEAL REIMURSEMENT	00103010.543000.	76.18
	BANK OF AMERICA	FEE REIMBURSEMENT	00103010.549000.	10.69
	BANK OF AMERICA		00103010.549000.	15.94
	BANK OF AMERICA	MEAL REIMURSEMENT	00103010.549000.	52.27
	BANK OF AMERICA	MEETING REIMBURSEMENT	00105380.549000.	43.81
	BANK OF AMERICA	FEE REIMBURSEMENT	40143410.549000.	14.06
37325	BARRON HEATING AIR CONDITIONING	2ND TRI ANNUAL BILL-CITY HALL	00103530.548000.	976.50
	BARRON HEATING AIR CONDITIONING	2ND TRI ANNUAL BILL-KBSCC	00105250.548000.	317.36
	BARRON HEATING AIR CONDITIONING	SMOKE DETECTOR/DUCTS-LIBRARY	00112572.548000.	314.99
	BARRON HEATING AIR CONDITIONING	INSTALL ELEMENT/ FAN RELAYWWTF	40142480.548000.	330.76
37326	RUFINO BARTOLOME	UTILITY TAX REBATE	00102520.549010.	73.38
37327	BAXTER AUTO CENTER	WIRE NUTS	40140280.548000.	4.56
	BAXTER AUTO CENTER	2 EXPANDABLE DRAIN PLUGS	40142080.548000.	7.40
	BAXTER AUTO CENTER	CREDIT MEMO-TRANS FILTER KIT	501.141100.	-26.93
	BAXTER AUTO CENTER	RECHARGE LIGHT,CLEANER, TOOLS	501.141100.	207.65
37328	SANDYS EVERETT BOAT HOUSE, INC	SERVICE MANUAL- WC01	50100065.534000.	62.99
	SANDYS EVERETT BOAT HOUSE, INC	MISC PARTS: WC01	50100065.534000.	219.83
37329	BB & T	PUSH BUTTON CROSSWALK SYSTEM	101.231700.	-433.50
	BB & T		10110070.541000.	5,533.50
37330	GOLDIE L BERGSTROM	UTILITY TAX REBATE	00102520.549010.	188.66
37331	BICKFORD FORD-MERCURY	INTERNAL TRANS FILTER #J008	50100065.534000.	26.21
	BICKFORD FORD-MERCURY	TRANS EXT FILTER #J008	50100065.534000.	26.21
	BICKFORD FORD-MERCURY	MASS AIRFLOW & THROTTLE SENSOR	50100065.534000.	207.00
	BICKFORD FORD-MERCURY	ALTERNATOR - P107	50100065.534000.	318.71
37332	BILLS BLUEPRINT INC	COPYING COUNTY FILES	00102020.549000.	59.40

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37333	BUILDERS EXCHANGE	POSTING PROJECT ON-LINE BIDDNG	40230594.563000.S0602	48.75
37334	BURLINGTON NORTHERN SANTA FE	PAY ESTIMATE #6- 1ST STREET	30500030.563000.R0303	8,529.58
37335	CAMP FIRE USA	BABYSITTING BASICS CLASS	00105120.541020.	225.00
37336	MARK CARDON	TRAVEL,MEALS:TRAINING-PORTLANE	50100065.543000.	386.40
37337	CARR'S ACE HARDWARE	MISC TEST BENCH SUPPLIES	10110564.531000.	92.83
	CARR'S ACE HARDWARE	MISC SUPPLIES-GOLF CRS SIGNAL	10110564.531000.	361.46
	CARR'S ACE HARDWARE	PIK STICKS	10110667.531000.	73.74
	CARR'S ACE HARDWARE	MEASURING TAPE	501.141100.	11.91
37338	CASCADE MAILING	UTILITY BILLING MAILING	00143523.542000.	199.35
37339	CASCADE NATURAL GAS	GAS SVC-STILLY FILTERPLANT	40141580.531000.	1,445.81
37340	VIRGINIA CHAMBERS	UTILITY TAX REBATE	00102520.549010.	64.85
37341	CHELAN COUNTY TREASURER	PRISONER HOUSING JANUARY 2007	00103960.551000.	24,080.00
37342	DAVE COLEMAN	TRAFFIC STORAGE SHED	00103222.535000.	238.86
37343	COLUMBIA PAINT & COATINGS	EGGSHELL ENAMEL-PSP BLDG 17	00100010.531000.	31.44
	COLUMBIA PAINT & COATINGS	PAINT SUPPLIES- PW ADMIN BLDG	40143410.531000.	205.24
	COLUMBIA PAINT & COATINGS	PAINT, TRAY LINERS- PW SHOP	40143780.531000.	87.74
37344	COMFORT INN & SUITES	LODGING FOR TRAINING-FORSLOF	00103121.543000.	256.56
37345	COMMERCIAL FIRE PROTECTION	FIRE EXTINGUISHER SERVICE/TAG	501.141100.	35.75
37346	CONSOLIDATED ELECTRIAL DISTRIBUTORST/13 LAMPS- PW SHOP		40143780.531000.	70.70
37347	JUDY COONTS	FOOD-CITY COUNCIL EXEC SESSION	00100110.549000.	61.94
37348	CO-OP SUPPLY	PRUNERS, TARP	40141280.531000.	19.73
37349	LORRAINE CRONK	UTILITY TAX REBATE	00102520.549010.	43.86
37350	CUZ CONCRETE PRODUCTS	12" X 20' PIPE	10111440.531000.	146.91
37351	DATA BASE	VAULT PERGE DISPOSAL 11 BOXES	00101130.549000.	107.25
37352	EVELYN DECKARD	UTILITY TAX REBATE	00102520.549010.	48.96
37353	DELL MARKETING LP	2 DOCKING STATIONS	50300090.535000.	290.27
	DELL MARKETING LP	6 REPLACEMENT LAPTOPS	50300090.535000.	12,159.07
37354	DICKS TOWING INC	TOW VEHICLE FROM PSB- NW AUTO	50100065.548000.	43.44
37355	DISPLAY & COSTUME	HELIUM, SUPPLIES VALENTINE DNC	00105120.531050.	199.20
37356	DIVERSIFIED WOODWORKING	4-10" HUBS, 2- 18" LATHS	00100020.535000.	62.99
37357	DRIVELINES NW	U-JOINT, YOKE ASSEMBLY-#651	50100065.534000.	167.30
37358	MARK DUFOUR	REFUND RENTAL DEPOSIT LIBRARY	001.239100.	58.00
37359	PATRICIA Y DULIN	UTILITY TAX REBATE	00102520.549010.	56.50
	PATRICIA Y DULIN		40143410.549070.	42.24
	PATRICIA Y DULIN		40143410.549071.	87.60
37360	DUNLAP INDUSTRIAL	BOOTS - M. CARDON	50100065.526000.	156.38
37361	ROBERT L DYER	LEOFF 1 REIMBURSE DENTAL	00103010.541100.	548.75
37362	E&E LUMBER INC	FOAM, STEEL WOOL - PSB	00100010.531000.	11.37
	E&E LUMBER INC	SHELVES,PADLOCK-TRAFFIC SHED	00103222.531000.	47.85
	E&E LUMBER INC	SPRAY PAINT	00105380.531000.	5.41
	E&E LUMBER INC	PRIMER SEALER	00105380.531000.	7.87
	E&E LUMBER INC	CEDAR FENCING	00105380.531000.	19.23
	E&E LUMBER INC	FASTENERS & LIGHT BULBS	00105380.531000.	26.20
	E&E LUMBER INC	SPRAY PAINT	00105380.531000.	31.83
	E&E LUMBER INC	FASTENERS	00105380.531000.	43.79
	E&E LUMBER INC	CONCRETE, RAGS	00105380.531000.	67.15
	E&E LUMBER INC	SAW HORSES	00105380.535000.	39.04
	E&E LUMBER INC	MISC SUPPLIES	40140280.535000.	75.69
	E&E LUMBER INC	RAGS	50200050.531000.	18.39
37363	JOSEPHINE M ELLIS	UTILITY TAX REBATE	00102520.549010.	74.51
37364	EVERETT HYDRAULICS INC	CUSTOM-MADE HYD STEEL TUBE	50100065.534000.	255.86
37365	THE EVERETT STEEL COMPANIES	STEEL PIPE	00105380.531000.	85.14

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37366	EVERETT TIRE & AUTOMOTIVE	2 TIRES, REFRIGERANT	501.141100.	320.76
37367	CITY OF EVERETT	ANIMALS-SHELTER JULY-SEPT 2006	00104230.551000.	13,200.00
37368	EXIDE	CREDIT MEMO: JUNKS	501.141100.	-326.40
	EXIDE	CREDIT MEMO-WARRANTIES/JUNKS	501.141100.	-143.63
	EXIDE	CREDIT MEMO: WARRANTIES/JUNKS	501.141100.	-133.83
	EXIDE		501.141100.	-105.11
	EXIDE	CREDIT MEMO: WARRANTIES	501.141100.	-58.60
	EXIDE	BATTERY GROUP 78-72 W/CHARGES	501.141100.	57.76
	EXIDE	BATTERY GROUP W/ CORE CHARGE	501.141100.	72.42
	EXIDE	BATTERY GROUP WITH CORE CHARGE	501.141100.	127.30
	EXIDE	BATTERY GROUP HC-31E	501.141100.	135.74
	EXIDE	BATTERY GROUP W/ CORE CHARGE	501.141100.	190.95
	EXIDE	BATTERY GROUP 65-72 AND 78-72	501.141100.	248.71
37369	FEDEX	PACKAGE TO SAM SCHUYLER	30500030.563000.R0301	13.49
37370	KAYLA FLYNN	ASAP SUPPLIES	00105120.531070.	17.34
37371	WALLACE FORSLOF	MEALS- INTERROGATION TRAINING	00103121.543000.	83.57
37372	ELSIE GADWAY	UTILITY TAX REBATE	00102520.549010.	34.54
37373	GALLS INC	FLASHLIGHT MAG CHARGERS	501.141100.	1,253.06
37374	GENERAL CHEMICAL CORP	ALUMINUM SULFATE 11.74 TONS	40142480.531320.	3,210.80
	GENERAL CHEMICAL CORP	ALUMINUM SULFATE 11.78 TONS	40142480.531320.	3,221.75
	GENERAL CHEMICAL CORP	ALUMINUM SULFATE 11.79 TONS	40142480.531320.	3,224.49
37375	STEVE GIBSON TRUCKING, INC.	QUARRY SQUALS, TRUCKING SVCS	10110130.531000.	1,035.00
	STEVE GIBSON TRUCKING, INC.		40142680.548000.M0644	143.75
37376	MARIAN GORDON	UTILITY TAX REBATE	00102520.549010.	58.00
37377	GRAINGER INC	INDUSTRIAL LUBE, RED TAPE	00100010.531000.	55.78
	GRAINGER INC	LANTERN	40143410.535000.	305.45
37378	JAMES GRAVES	REFUND DEPOSIT- JENNINGS BARN	001.239100.	58.00
37379	GRAY AND OSBORNE	PROF SERVICES PAY ESTIMATE #1	40143410.541000.	2,333.34
	GRAY AND OSBORNE	PROF SERVICES- PAY ESTIMATE #2	40143410.541000.	6,230.78
	GRAY AND OSBORNE	PAY ESTIMATE #5	40220594.563000.W0607	322.86
37380	GRAYBAR ELECTRIC CO INC	3 LIGHT POLES, FIXES, BOXES	00100072.562000.C0607	6,601.99
	GRAYBAR ELECTRIC CO INC	LIGHT FIXTURES-STRAWBERRY FLDS	00105380.531000.	145.79
	GRAYBAR ELECTRIC CO INC	KO SEALS	10110463.548000.	8.32
	GRAYBAR ELECTRIC CO INC	LIGHTING BALLASTS	10110463.548000.	415.09
	GRAYBAR ELECTRIC CO INC	FLOOD LIGHT, TOOLS	42047165.531000.	14.88
	GRAYBAR ELECTRIC CO INC		50200050.531000.	33.51
37381	GREENSHIELDS INDUSTRIAL SUPPLY	WELD-ON D-RING ASSEMBLIES	50100065.534000.	186.88
	GREENSHIELDS INDUSTRIAL SUPPLY	HYDRAULIC HOSE #228	50100065.535000.	41.35
	GREENSHIELDS INDUSTRIAL SUPPLY	HYD HOSE CRIMPER, SAW,WRENCH	50100065.535000.	2,835.98
37382	H & L SPORTING GOODS	20 BASKETBALL SCOREBOOKS	00105120.531040.	119.46
37383	STEVE HACKFORD	TRAVEL-TRAINING PORTLAND	50100065.543000.	103.44
37384	HAGGEN, INC.	FOOD FOR DISPATCH 12/29/06	00103010.549000.	9.55
	HAGGEN, INC.	FOR FOR DISPATCH 12/31/06	00103010.549000.	16.95
	HAGGEN, INC.	FOOD FOR DISPATCH 12/30/06	00103010.549000.	20.68
	HAGGEN, INC.	FOOD FOR DISPATCH 12/24/06	00103010.549000.	26.08
37385	LORNA HANSON	UTILITY TAX REBATE	00102520.549010.	57.63
37386	HARBOR MARINE MAINTENANCE & SUPPLY	SHIPPING/HANDLING INV 124529	50100048.564000.	22.39
	HARBOR MARINE MAINTENANCE & SUPPLY	CONNECTORS -P 124,125,126 &127	50100048.564000.	322.04
37387	HARRIS & ASSOCIATES	SERVICES PAY ESTIMATE #17	30500030.563000.R9701	23,206.59
37388	HASLER, INC	POSTAGE MACHINE LEASE	00100020.542000.	27.67
	HASLER, INC		00102020.542000.	44.27
	HASLER, INC		10111230.542000.	5.53

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37388	HASLER, INC	POSTAGE MACHINE LEASE	40143410.542000.	22.14
	HASLER, INC		41046170.542000.	5.53
	HASLER, INC		50100065.545000.	5.53
37389	HD FOWLER COMPANY	CREDIT MEMO-RETURN WRONG PART	401.141400.	-247.90
	HD FOWLER COMPANY	PARTS	401.141400.	64.06
	HD FOWLER COMPANY	BALL VALVES	401.141400.	106.24
	HD FOWLER COMPANY	COUPLINGS	401.141400.	179.07
	HD FOWLER COMPANY	BALL VALVES	401.141400.	283.90
	HD FOWLER COMPANY	TEES, COUPLINGS, GASKETS	401.141400.	700.98
	HD FOWLER COMPANY	2" COLD WATER METERS (2)	401.141400.	877.41
	HD FOWLER COMPANY	MISC PARTS	401.141400.	937.95
	HD FOWLER COMPANY	MISC. FITTINGS AND PARTS	401.141400.	1,393.66
	HD FOWLER COMPANY	MISC BRASS FITTINGS, PARTS	401.141400.	2,031.96
	HD FOWLER COMPANY	REPAIR CLAMP, STEEL PIPE	40142480.548000.M0562	16.51
	HD FOWLER COMPANY	2" REPAIR BAND	40142480.548000.	19.74
	HD FOWLER COMPANY	SSI-HY, 266 X 10"	40142480.548000.M0562	131.75
	HD FOWLER COMPANY	MISC FITTINGS FOR PROJECT	40142680.548000.M0644	276.91
	HD FOWLER COMPANY	WHITE MAKRING PAINT CANS	501.141100.	138.01
37390	HD SUPPLY WATERWORKS, LTD	MISC MATERIALS	40142680.548000.M0644	369.53
	HD SUPPLY WATERWORKS, LTD	MISC MATERIALS	40142680.548000.M0644	1,648.23
37391	PATRICIA F. HUNTER	UTILITY TAX REBATE	00102520.549010.	91.53
37392	HWA GEOSCIENCES	SITE VISIT AND REPORT	40142280.548000.	926.68
37393	IOS CAPITAL	COPIER RENTAL FEES	00100110.548000.	354.23
	IOS CAPITAL		00100310.549000.	309.95
	IOS CAPITAL		00100720.549000.	221.39
	IOS CAPITAL	COPIER CHARGES- DETECTIVES	00103121.545000.	393.28
	IOS CAPITAL	COPIER RENTAL- PATROL	00103222.545000.	49.45
	IOS CAPITAL	COPIER RENTAL- CUSTODY	00103960.545000.	315.48
	IOS CAPITAL	COPIER RENTAL -DISPATCH	00104000.545000.	241.88
37394	DESIREE ISOTALO	REFUND DEPOSIT-JENNINGS BARN	001.239100.	58.00
37395	MABEL KIRALY	UTILITY TAX REBATE	00102520.549010.	64.17
37396	LANE & ASSOCIATES	PAY ESTIMATE #3	30500030.563000.R0301	1,776.25
37397	LASTING IMPRESSIONS INC	EMBROIDER NAME TAPE-MSAC	00103630.526000.	11.94
	LASTING IMPRESSIONS INC	JERZEE HOOD & CREW-DUEMMELL	00104190.526000.	58.10
	LASTING IMPRESSIONS INC	VEST, POLO SHIRTS-KANEHAN	10400022.549000.	166.53
37398	DEPT OF LICENSING	COSTA, MELVIN-CPL RENEWAL	001.237020.	18.00
	DEPT OF LICENSING	DIERCK,LINDA-CPL RENEWAL	001.237020.	18.00
	DEPT OF LICENSING	KLAM,RAKSA- CPL ORIGINAL	001.237020.	18.00
	DEPT OF LICENSING	LEWIS, DEREK-CPL RENEWAL	001.237020.	18.00
	DEPT OF LICENSING	SIIVONEN,WAYNE-CPL RENEWAL	001.237020.	18.00
	DEPT OF LICENSING	SOLEM,LAWRENCE-CPL ORIGINAL	001.237020.	18.00
	DEPT OF LICENSING	TERRY, ARTHUR- CPL ORIGINAL	001.237020.	18.00
	DEPT OF LICENSING	WHIPPO,VANCE-CPL RENEWAL	001.237020.	18.00
	DEPT OF LICENSING	EDDY, DAVID-LATE RENEWAL	001.237020.	21.00
37399	MARGARET LOVEDAY	UTILITY TAX REBATE	00102520.549010.	34.15
37400	LOWES HIW INC	RUGS, MATS, CLEANING EQUIPMENT	40141580.531000.	121.35
	LOWES HIW INC	WELDED STEEL RACK	40141580.531000.	162.72
37401	MARTIN APPRAISAL SERVICES	APPRAISAL 1930 4TH ST, MSVL	30500030.563000.T0102	450.00
37402	MARYSVILLE GLOBE	AD FOR PT PROGRAM SPECIALIST	00103010.544000.	29.62
37403	MCCAIN TRAFFIC SUPPLY	LED PEDESTRIAN DISPLAY X 6	10110564.531000.	881.28
	MCCAIN TRAFFIC SUPPLY	MISC. TRAFFIC SIGNAL MATERIALS	30500030.563000.R9701	598.40
37404	MCEVOY OIL CO.	DIESEL FUEL DELIVERY	00100010.547000.	50.00

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37404	MCEVOY OIL CO.	DIESEL FUEL DELIVERY	40143880.532000.	373.90
37405	MCGREGOR HARDWARE DISTRIBUTION	OMNILOCK LITHIUM POWERPAK-PSB	00100010.531000.	97.22
	MCGREGOR HARDWARE DISTRIBUTION	OMNI KEYPAD MORTISE LOCK-PSB	00100010.531000.	964.13
37406	WALTER MCKINNEY	LEOFF 1 DENTAL SERVICES 12/06	00103010.541100.	213.00
	WALTER MCKINNEY	LEOFF 1 -DENTAL PREMIUM REIMB	00103010.541100.	278.52
37407	ROBERT MCLEOD	UTILITY TAX REBATE	00102520.549010.	74.91
37408	MCLOUGHLIN & EARDLEY CORP	BUL STROBE REPLACEMENTS	501.141100.	81.60
	MCLOUGHLIN & EARDLEY CORP		501.231700.	-6.40
37409	METROCALL INC	PAGER SERVICE - POLICE	00103121.542000.	7.23
	METROCALL INC		00103121.542000.	7.23
	METROCALL INC		00103960.542000.	7.23
37410	MICROFLEX INC	TAX AUDIT PROGRAM - JAN 2007	00101023.541000.	48.61
37411	MONTGOMERY WATSON HARZA	PAY ESTIMATE #11	40220594.563000.W0306	4,400.15
	MONTGOMERY WATSON HARZA	PAY ESTIMATE #6	40220594.563000.W0304	18,544.41
37412	MOTOROLA	800 MHZ RADIO -NEW MOTORCYCLE	00103222.535000.	2,878.37
	MOTOROLA	800 MHZ RADIOS-P125, 126, 127	50100048.564000.	8,186.13
37413	HERMAN MOUNT	LEOFF 1-PRESCRIPTION REIMBURSE	00103010.541100.	60.00
37414	RALPH & DOROTHY MURDOCK	UTILITY TAX REBATE	00102520.549010.	20.06
37415	NEWMAN TRAFFIC SIGNS	SITE NAME, PW PHONE # SIGNS	401.231700.	-16.15
	NEWMAN TRAFFIC SIGNS		40143410.549000.	206.12
37416	NEXXPOST LLC	CONTRACT BASE RENTAL	00100050.531000.	108.80
	NEXXPOST LLC	CONTRACT BASE- MAINTENANCE	00100050.531000.	183.59
	NEXXPOST LLC	CONTRACT BASE RENTAL	00101023.531000.	108.80
	NEXXPOST LLC	CONTRACT BASE- MAINTENANCE	00101023.531000.	183.60
	NEXXPOST LLC	CONTRACT BASE RENTAL	00101130.531000.	108.80
	NEXXPOST LLC	CONTRACT BASE- MAINTENANCE	00101130.531000.	183.59
	NEXXPOST LLC	CONTRACT BASE RENTAL	40143410.531000.	108.80
	NEXXPOST LLC	CONTRACT BASE- MAINTENANCE	40143410.531000.	183.60
37417	NORTH CENTRAL LABORATORIES	BOC STANDARD, BUFFER SOLUTION	401.231700.	-5.63
	NORTH CENTRAL LABORATORIES		40142480.531330.	71.82
37418	NORTH COAST ELECTRIC COMPANY	T10 MEDIUM LAMPS	40142480.531300.	4.50
37419	NORTH SOUND HOSE & FITTINGS	QUICK RELEASE CAM LOCK	40142480.548000.	35.84
	NORTH SOUND HOSE & FITTINGS	WATER SUCTION HOSE,BOLT CLAMPS	50100065.534000.	20.29
37420	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE 430 GALLONS	40140780.531001.	835.79
	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE 630 GALLON	40140780.531001.	1,208.26
37421	NORTHWESTERN AUTO REBUILD INC	REPAIR ACCIDENT DAMAGE- P122	50100065.548000.	2,212.24
37422	KATHERINE OBERG	WATER/SEWER CONSERV REBATE	40140580.549000.	50.00
37423	OFFICE DEPOT	OFFICE SUPPLIES	00100050.531000.	51.41
	OFFICE DEPOT		00100060.531000.	116.96
	OFFICE DEPOT	PAPER, OFFICE SUPPLIES	00100060.531000.	123.64
	OFFICE DEPOT	OFFICE SUPPLIES	00100110.531000.	11.17
	OFFICE DEPOT		00100110.531000.	28.17
	OFFICE DEPOT		00100110.531000.	64.85
	OFFICE DEPOT		00100310.531000.	11.17
	OFFICE DEPOT		00100310.531000.	28.16
	OFFICE DEPOT		00100310.531000.	58.48
	OFFICE DEPOT	PAPER, OFFICE SUPPLIES	00100310.531000.	61.32
	OFFICE DEPOT	OFFICE SUPPLIES	00100310.531000.	64.84
	OFFICE DEPOT		00101023.531000.	31.32
	OFFICE DEPOT	PAPER, OFFICE SUPPLIES	00101023.531000.	57.72
	OFFICE DEPOT	OFFICE SUPPLIES	00101023.531000.	250.78
	OFFICE DEPOT	PAPER, OFFICE SUPPLIES	00101130.531000.	70.80

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37423	OFFICE DEPOT	OFFICE SUPPLIES	00101130.531000.	200.77
	OFFICE DEPOT		00101130.531000.	214.52
	OFFICE DEPOT		00103222.531000.	171.50
	OFFICE DEPOT		00103960.531000.	12.39
	OFFICE DEPOT		00104190.531000.	136.31
	OFFICE DEPOT	HANGING WALL FILES	00105380.531000.	7.42
	OFFICE DEPOT	OFFICE SUPPLIES	00105380.531000.	83.19
	OFFICE DEPOT		00143523.531000.	14.35
	OFFICE DEPOT	PAPER, OFFICE SUPPLIES	00143523.531000.	42.54
	OFFICE DEPOT	OFFICE SUPPLIES	00143523.531000.	192.46
	OFFICE DEPOT	INK CARTRIDGES, SUPPLIES	10111230.531000.	6.95
	OFFICE DEPOT	TONER CARTRIDGE	10111230.531000.	75.95
	OFFICE DEPOT	TONER CARTRIDGE, OFFICE SUPPLY	40142480.531000.	107.58
	OFFICE DEPOT	PAPER AND PENS	42047267.531000.	45.21
	OFFICE DEPOT	INK CARTRIDGES, SUPPLIES	50100065.531000.	11.77
	OFFICE DEPOT		50200050.531000.	11.76
37424	OTAK	PAY ESTIMATE #7	40220594.563000.W0404	3,640.00
	OTAK	PAY ESTIMATE #6	40220594.563000.W0404	4,990.00
	OTAK	PAY ESTIMATE #24	40220594.563000.W0402	7,363.26
	OTAK	PAY ESTIMATE #25	40220594.563000.W0402	13,671.31
37425	OVERALL LAUNDRY SERVICES INC	MAT CLEANING WWTP	40142480.598100.	7.91
	OVERALL LAUNDRY SERVICES INC	MAT CLEANING- PW ADMIN BLDG	40143410.549000.	87.87
	OVERALL LAUNDRY SERVICES INC	MAT CLEANING-MEZZANINE	40143780.549000.	13.55
	OVERALL LAUNDRY SERVICES INC		40143780.549000.	20.21
	OVERALL LAUNDRY SERVICES INC	UNIFORM CLEANING-MECHANICS	50100065.526000.	66.98
37426	PACIFIC NW TITLE	SELL: MIDWAY DEVELOPMENT LLC	30500030.563000.R0301	488.70
37427	PACIFIC PLUMBING SUPPLY CO	FLUSHOMETER- MILL PROPERTY	40143780.531000.	86.96
37428	PACIFIC POWER BATTERIES	MAGLITE 2-CELL & AA BATTERIES	501.141100.	66.50
37429	PAPE MACHINERY	OIL FILTERS	501.141100.	27.54
37430	THE PARTS STORE	BUNGEE CORDS, ABSORBENT OILDRY	501.141100.	82.88
	THE PARTS STORE	MISC AUTO PARTS	501.141100.	188.33
	THE PARTS STORE	MISC. FILTERS, FLASHER, MIRROR	501.141100.	199.24
	THE PARTS STORE	OIL/AIR FILTERS	501.141100.	264.07
	THE PARTS STORE	1/4" ALL THREAD ROD - #651	50100065.534000.	1.76
	THE PARTS STORE	ALT BELT - #570	50100065.534000.	9.48
	THE PARTS STORE	FUEL FILTER/BASE/FITTINGS-M009	50100065.534000.	39.15
37431	PBS SUPPLY COMPANY	MOVIE PROJECTOR SCREEN-LIBRARY	00112572.531000.	861.70
37432	LAURIE HUGDAHL	COUNCIL MINUTE TAKING SVC 2/20	00101130.541000.	123.00
37433	PERTEET ENGINEERING INC	PAY ESTIMATE #15	30500030.563000.R0501	4,663.53
	PERTEET ENGINEERING INC		30500030.563000.T0102	5,098.51
	PERTEET ENGINEERING INC	PAY ESTIMATE #1	30500030.563000.R0602	7,371.92
37434	PETROCARD SYSTEMS INC	FUEL	00102020.532000.	463.45
	PETROCARD SYSTEMS INC	UNLEADED & DIESEL FUEL	00105380.532000.	734.00
	PETROCARD SYSTEMS INC	FUEL - FLEET	50100065.532000.	109.75
	PETROCARD SYSTEMS INC		50200050.532000.	151.49
37435	PHAROS CORPORATION	PAY ESTIMATE #2	30500030.563000.R0301	5,944.50
37436	PLATT- EVERETT	LIGHT BULBS - LIBRARY	00112572.531000.	25.04
37437	PORTLAND COMMUNITY COLLEGE	ELECTRICAL TRAINING-M. CARDON	50100065.549100.	250.00
	PORTLAND COMMUNITY COLLEGE	POWERTRAIN TRNG-S. HACKFORD	50100065.549100.	250.00
37438	PRATT PEST MANAGEMENT	REMOVE RODENTS, CHECK TRAPS	00105380.541000.	70.53
37439	PRO TEAM JANITORIAL	JANITORIAL SERVICES FEB 2007	00100010.541000.	2,635.38
	PRO TEAM JANITORIAL	JANUARY JANITORIAL SERVICES	00100010.541000.	2,635.38

DATE: 2/27/2007  
TIME: 11:33:21AM

**CITY OF MARYSVILLE**  
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
37439	PRO TEAM JANITORIAL	JANITORIAL SERVICES FEB 2007	00103530.541010.	871.26
	PRO TEAM JANITORIAL	JANUARY JANITORIAL SERVICES	00103530.541010.	871.26
	PRO TEAM JANITORIAL	JANITORIAL SERVICES FEB 2007	00105250.541000.	552.24
	PRO TEAM JANITORIAL	JANUARY JANITORIAL SERVICES	00105250.541000.	552.24
	PRO TEAM JANITORIAL	JANITORIAL SERVICES FEB 2007	00105380.541000.	2,070.90
	PRO TEAM JANITORIAL	JANUARY JANITORIAL SERVICES	00105380.541000.	2,070.90
	PRO TEAM JANITORIAL	JANITORIAL SERVICES FEB 2007	00112572.541010.	2,485.08
	PRO TEAM JANITORIAL	JANUARY JANITORIAL SERVICES	00112572.541010.	2,485.08
	PRO TEAM JANITORIAL	JANITORIAL SERVICES FEB 07	00199513.541000.	283.50
	PRO TEAM JANITORIAL	JANITORIAL SERVICES FEB 2007	40142480.541000.	397.46
	PRO TEAM JANITORIAL	JANUARY JANITORIAL SERVICES	40142480.541000.	397.46
	PRO TEAM JANITORIAL	JANITORIAL SERVICES FEB 2007	40143410.541000.	2,499.12
	PRO TEAM JANITORIAL	JANUARY JANITORIAL SERVICES	40143410.541000.	2,499.12
37440	PUD NO 1 OF SNOHOMISH COUNTY	UTILITY CHARGE 1635 GROVE #B	00100010.547000.	354.63
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 572-001-307-6	00105090.547000.	80.33
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 277-001-755-0	00105250.547000.	1,073.48
	PUD NO 1 OF SNOHOMISH COUNTY	AREA LIGHT-EBEY WATERFRONT PK	00105380.547000.	15.75
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 501-001-656-5	00105380.547000.	87.27
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 274-001-574-4	00105380.547000.	168.44
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 411-002-222-7	00105380.547000.	241.01
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT.# 910-002-522-1	00105380.547000.	844.34
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 527-001-632-1	10110564.531000.	763.17
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 412-001-373-7	10110564.547000.	67.13
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 519-001-313-5	10110564.547000.	91.85
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 441-001-033-6	10110564.547000.	126.82
	PUD NO 1 OF SNOHOMISH COUNTY	225 STATE AVE 230-075-562-2	10110564.547000.	141.59
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #123-000-023-2	10110564.547000.	163.55
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT # 664-001-090-3	10110564.547000.	167.88
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 841-000-252-4	10110564.547000.	634.45
	PUD NO 1 OF SNOHOMISH COUNTY	162-000-094-1 TRAFFIC LIGHT	10110564.547000.	803.83
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT # 224-078-532-5	40141580.547000.	1,501.22
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 399-001-695-2	40142480.547000.	123.75
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 571-001-001-7	40142480.547000.	624.76
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT # 289-075-529-7	40143780.547000.	1,140.06
37441	PUGET SOUND SECURITY	DUPLICATE KEYS MADE	00103010.531000.	2.12
	PUGET SOUND SECURITY		00103222.531000.	3.20
37442	QUALITY COATINGS INSPECTION	PAY ESTIMATE #2	40220594.563000.W0101	3,518.00
37443	JEAN RANDULSON	UTILITY TAX REBATE	00102520.549010.	18.41
37444	RH2 ENGINEERING INC	PAY ESTIMATE #18	40230594.563000.S0016	128.63
37445	RINKER MATERIALS	WSDOT CLASS B ASPHALT -9 TONS	10110130.531000.	542.46
37446	RIVERLAND CONSTRUCTION	PAY ESTIMATE #2	00100072.562000.C0607	1,950.00
37447	GLADYS ROSES	UTILITY TAX REBATE	00102520.549010.	12.58
37448	ROTH HILL ENGINEERING PARTNERS,LLC	PAY ESTIMATE #9	40230594.563000.S0602	4,617.78
37449	ROY ROBINSON CHEVROLET	REAR DOOR HANDLES	501.141100.	68.18
	ROY ROBINSON CHEVROLET	WINDSHIELD WASHER PUMP J002	50100065.534000.	45.96
37450	JUDITH SCHLEIFF	UTILITY TAX REBATE	00102520.549010.	52.28
	JUDITH SCHLEIFF		40143410.549070.	40.62
	JUDITH SCHLEIFF		40143410.549071.	106.26
37451	SCIENTIFIC SUPPLY & EQUIPMENT INC	FILTER PAPERS	40142480.531400.	127.59
	SCIENTIFIC SUPPLY & EQUIPMENT INC	PETRI DISHES, MFC BROTH	40142480.531400.	232.76
37452	RAY SIZEMORE	LEOFF 1 -PRESCRIPTION REIMBURS	00103010.541100.	36.52
37453	SNO CO PUBLIC WORKS	SIGNAL OPTIMIZATION	10111664.541000.	6,258.18

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
37454	SOLID WASTE SYSTEMS INC	LIMIT SWITCH, RODS, CLAMPS	50100065.534000.	257.73
37455	SONITROL	SECURITY MONITORING	00100010.541000.	82.00
	SONITROL		00100010.541000.	95.00
	SONITROL		00103530.541000.	111.00
	SONITROL		00103530.541000.	160.00
	SONITROL		00105250.541000.	116.00
	SONITROL		00105380.541000.	107.00
	SONITROL	CREDIT MEMO 2/07 TEEN CNTR CHG	00105580.541000.	-102.00
	SONITROL	SECURITY MONITORING	00105580.541000.	102.00
	SONITROL		40142480.542000.	95.00
	SONITROL		40142480.542000.	105.00
	SONITROL		40142480.542000.	105.00
	SONITROL		40143410.541000.	76.00
	SONITROL		40143410.541000.	108.00
	SONITROL		40143410.541000.	160.00
37456	SOUND HARLEY DAVIDSON	SIROCCO SUNGLASSES- OFC MAPLES	00103222.526000.	211.58
	SOUND HARLEY DAVIDSON	REMOVE M/C RADAR FOR REPAIR	00103222.541000.	102.97
	SOUND HARLEY DAVIDSON	SWAP NEW ACCESSORIES ON M/C	00103222.541000.	455.65
	SOUND HARLEY DAVIDSON	LEASE PMT- 4 POLICE M/CYCLES	00103222.545000.	5,980.00
	SOUND HARLEY DAVIDSON	ADJUST M/C CLUTCH	00103222.548000.	17.14
37457	SOUND SAFETY PRODUCTS CO INC	CYLINDER	40140480.531000.	238.92
	SOUND SAFETY PRODUCTS CO INC	3 PR JEANS- T. KING	40143410.526200.	107.51
	SOUND SAFETY PRODUCTS CO INC	BOOTS- J. HALLORAN	40143410.526200.	165.07
	SOUND SAFETY PRODUCTS CO INC	BOOTS, 3 PR JEANS-K. ANDERSON	40143410.526200.	262.85
	SOUND SAFETY PRODUCTS CO INC	3 PR JEANS, 2 PR BOOT-GUENZLER	40143410.526200.	317.33
	SOUND SAFETY PRODUCTS CO INC	3 PR JEANS - J. SALAZAR	41046060.526000.	251.79
	SOUND SAFETY PRODUCTS CO INC	RAINGEAR-JACKET	501.141100.	48.82
	SOUND SAFETY PRODUCTS CO INC	JACKETS (L, XL)	501.141100.	141.07
	SOUND SAFETY PRODUCTS CO INC	TWILL SHORT SLEEVE SHIRTS X 5	501.141100.	142.75
	SOUND SAFETY PRODUCTS CO INC	RAINGEAR, GLOVES, EARPLUGS	501.141100.	287.66
	SOUND SAFETY PRODUCTS CO INC	RAINGEAR (PANTS), GLOVES	501.141100.	580.30
37458	STANWOOD CAMANO NEWS	LEGAL: NOTICE OPEN RECORD HEAR	40220594.563000.W0504	144.38
37459	SUPERIOR SIGNALS INC	STROBE BULB	501.141100.	35.43
	SUPERIOR SIGNALS INC		501.231700.	-2.78
37460	SYSTEMS INTERFACE INC	XRS SUBMURGANCE SHIELDS MSV W	40142480.548000.	116.26
37461	TECH DEPOT	DLP PROJECTOR	00100020.531000.	447.24
	TECH DEPOT		40143410.531000.	447.24
	TECH DEPOT		50100065.531000.	49.69
	TECH DEPOT		50200050.531000.	49.69
37462	SARAJANE THOMAS	UTILITY TAX REBATE	00102520.549010.	22.29
37463	JULIANA TOLLEFSON		00102520.549010.	56.98
37464	DEPT OF TRANSPORTATION NW REGION	PROJECT MANAGEMNT THRU 1/31/07	30500030.563000.R0301	58.49
37465	TRIMAXX CONSTRUCTION	EMERGENCY REPAIR-SOPER HILL RD	40142280.548000.	36,411.04
37466	UNITED PARCEL SERVICE	PACKAGE SENT TO AIRGAS 2/9/07	40141580.531000.	10.50
37467	UNITED RENTALS	SAFETY HAT, SAW CHAINS/SHARPEN	40140280.531000.	130.44
37468	ROBERT L. VALENTINE	UTILITY TAX REBATE	00102520.549010.	33.33
37469	JOHN VAN SOEST	UTILTIY TAX REBATE	00102520.549010.	45.07
37470	VERIZON NORTHWEST	ACCT 105170208907	00103121.542000.	35.00
	VERIZON NORTHWEST	ACCT#030211106496225401	40140080.541000.	30.20
	VERIZON NORTHWEST	ACCT#030211101696225800	40140380.541000.	30.20
	VERIZON NORTHWEST	ACCT# 107579926005	40143410.542000.	111.08
	VERIZON NORTHWEST	ACCT 101066397601	40143780.542000.	60.38

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
37471	WASTE MANAGEMENT NORTHWEST	YARDWASTE, RECYCLE SVC FEB 07	41046290.541000.	66,342.90
37472	INA H WATSON-DALBEY	UTILITY TAX REBATE	00102520.549010.	28.32
37473	WESTERN FACILITIES SUPPLY INC	CREDIT FOR FOAM DRINK CUPS	00103960.531000.	-41.14
	WESTERN FACILITIES SUPPLY INC		00103960.531000.	-0.92
	WESTERN FACILITIES SUPPLY INC		00103960.531000.	30.44
	WESTERN FACILITIES SUPPLY INC	APPLE/LEMON AIR FRESHNER-PW	40143410.531000.	175.67
37474	WESTERN GRAPHICS INC	LOGO DECALS X 100	501.141100.	1,499.26
	WESTERN GRAPHICS INC	POLICE CAR GRAPHICS	50100048.564000.	2,508.11
	WESTERN GRAPHICS INC	REPLACEMENT GRAPHICS- #P122	50100065.534000.	130.56
	WESTERN GRAPHICS INC	GRAPHICS PACKAGE- #965	50100065.534000.	581.86
37475	WESTERN PETERBILT INC	STEER AXEL WHEEL SEALS	501.141100.	151.30
37476	WHELEN ENGINEERING CO	3M OPTICOM EMITTERS	501.231700.	436.26
	WHELEN ENGINEERING CO		50100048.564000.	4,696.14
37477	BETTY J. WHETSTONE	UTILITY TAX REBATE	00102520.549010.	66.91
	BETTY J. WHETSTONE		40143410.549070.	42.24
	BETTY J. WHETSTONE		40143410.549071.	87.60
37478	WILDLIFE RESPONSE SERVICES	SETUP FEE, NORTH WATERSHED	40145040.548000.M0713	300.00
37479	KHARA WOODARD	REFUND DEPOSIT JENNINGS BARN	001.239100.	58.00
37480	WSHNA- OFFICER SHERRY MURPHY	ANNUAL DUES 2007	00103222.541000.	25.00

**WARRANT TOTAL:****429,417.03****Less Voids:****\$429,417.03**

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: March 12, 2007**

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

Please see attached.

RECOMMENDED ACTION: The Finance and Executive Departments recommend City Council approve the March 5, 2007 payroll in the amount \$986,670.72 Check No.'s 17542 through 17613.
COUNCIL ACTION:

BLANKET CERTIFICATION  
**PAYROLL**  
FOR PERIOD-3

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 **PAYROLL** IN THE AMOUNT OF **\$986,670.72** PAID BY **CHECK NO.'S 17542 THROUGH 17613** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND CERTIFY TO SAID CLAIMS.

*[Signature]* 3/6/07  
AUDITING OFFICER DATE

*Dennis Z Kendall* 3/6/07  
MAYOR DATE

WE, THE UNDERSIGNED COUNCILMEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE-MENTIONED **PAYROLL** ON THIS **5TH DAY OF MARCH 2007.**

\_\_\_\_\_  
COUNCILMEMBER COUNCILMEMBER

\_\_\_\_\_  
COUNCILMEMBER COUNCILMEMBER

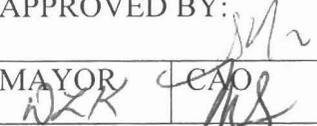
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COUNCILMEMBER COUNCILMEMBER

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: March 12, 2007**

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

Please see attached.

<p><b>RECOMMENDED ACTION:</b></p> <p>The Finance and Executive Departments recommend City Council approve the March 7, 2007 Period 3 claims in the amount of \$1,319,062.78 paid by Check No.'s 37481 through 37623 with Check No. 37193 voided.</p>
<p><b>COUNCIL ACTION:</b></p>

DATE: 3/6/2007  
TIME: 11:34:28AM**CITY OF MARYSVILLE  
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
37481	SUE ALLEN	REFUND CLASS REGISTRATION	00110347.376009.	20.00
37482	ALLIED EMPLOYERS LABOR RELATIONS	3/07 MEMBERSHIP DUES	00100110.541000.	2,104.97
37483	ASSOCIATED EARTH SCIENCES	HYDRANT METER-DEPOSIT REFUND	401.245200.	181.80
37484	JAMES B BALLEW	JENNINGS BARN CURTAINS	00105380.531000.	84.88
37485	BANK OF AMERICA	MEETING REIMBURSEMENTS	00100060.549000.	80.00
	BANK OF AMERICA		00100110.549000.	69.04
	BANK OF AMERICA		00103010.549000.	20.00
37486	BEAN, RAYMOND	UB 640370000005 6118 99TH PL N	401.122110.	128.00
37487	BELINDA BEARDSLEY	MILEAGE- JAN & FEB	00102020.543000.	54.83
37488	RONALD BEARDSLEY	JURY DUTY FEES	00102515.549000.	20.97
37489	BEISNER, SUSAN	UB 520000250001 4117 176TH PL	401.122110.	21.78
37490	MICHAEL LEE BERRY	WITNESS FEES	00100050.549210.	14.85
37491	DAVID BESTE	JURY DUTY FEES	00102515.549000.	13.39
37492	HEIDI BLOEMKER		00102515.549000.	25.82
37493	BLUMENTHAL UNIFORMS & EQUIPMENT	STAB VEST- SWICK-LAFAVE	00103960.526000.	1,200.66
37494	THE BOND SHOP	BOND-PUBLIC OFFICIAL BOND	00100050.549000.	100.00
37495	STEVE BONNER	CPR/1ST AID CLASSES	00100310.531200.	360.00
37496	WILLIAM BROWN	JURY DUTY FEES	00102515.549000.	20.67
37497	DOUG BUELL	MILEAGE-JANUARY EVENTS/MTGS	00100720.549000.	104.98
37498	LISA BUNDY	JURY DUTY FEES	00102515.549000.	10.48
37499	TRUDY BUNDY		00102515.549000.	17.76
37500	DAVID BURKE	JURY DUTY	00102515.549000.	23.88
37501	DAMON CAMPBELL II	JURY DUTY FEES	00102515.549000.	26.79
37502	CARMEN YVETTE BEST & LARRY REED JR	UB 762440000005 6601 66TH DR N	401.122110.	158.62
37503	CARR'S ACE HARDWARE	ANCHORS, BUSHING	40140580.531000.	29.96
	CARR'S ACE HARDWARE	PAINT SUPPLIES	40142280.548000.	23.82
37504	VICKI CARVER	INSTRUCTOR-BASIC DRIAWING	00105120.541020.	499.80
37505	CHRISTOFFERSON, LINDA	UB 810920000000 6401 50TH DR N	401.122110.	113.61
37506	KEVIN CLARK	JURY DUTY FEES	00102515.549000.	25.82
37507	COMMUNITY ESCROW	UB 820020000002 5312 GROVE ST	401.122110.	81.30
37508	STEVEN COOPER	JURY DUTY FEES	00102515.549000.	35.52
37509	WA DEPT OF CORRECTIONS	INMATE MEALS	00103960.531250.	1,514.40
	WA DEPT OF CORRECTIONS		00103960.531250.	2,207.12
37510	WA DEPT OF CORRECTIONS	DOC WORK CREW 240 HRS	00105380.549000.	777.41
37511	CREIGHTON ENGINEERING INC	PLAN CHECK SERVICE	00102020.541000.	255.00
	CREIGHTON ENGINEERING INC		00102020.541000.	315.00
	CREIGHTON ENGINEERING INC	PLAN CHECK SERVICES	00102020.541000.	412.50
37512	ALICE DEMMIG	REFUND DEPOSIT KBSCC	001.239100.	200.00
37513	DUE, BECKY & WAYNE	UB 861070000001 8319 53RD DR N	401.122110.	42.90
37514	E&E LUMBER INC	PRIMER	40140280.548000.	15.57
	E&E LUMBER INC	BLUE TAPE, SPRAY TEXTURE	40143410.531000.	41.23
37515	EDGE ANALYTICAL INC	LAB SAMPLES EDWARD SPRINGS	40140780.541000.	12.00
	EDGE ANALYTICAL INC	LAB SAMPLES- EDWARD SPRINGS	40140780.541000.	12.00
	EDGE ANALYTICAL INC		40140780.541000.	12.00
	EDGE ANALYTICAL INC	LAB SAMPLES- EDWARDS SPRINGS	40140780.541000.	12.00
	EDGE ANALYTICAL INC	LAB SAMPLES-134X39TH AV-COMMER	40140780.541000.	12.00
	EDGE ANALYTICAL INC	LAB SAMPLES-202 172ND ST	40140780.541000.	12.00
	EDGE ANALYTICAL INC		40140780.541000.	12.00
	EDGE ANALYTICAL INC	LAB SAMPLES-202 172ND ST.	40140780.541000.	12.00
	EDGE ANALYTICAL INC	LAB SAMPLES-EDWARD SPRINGS	40140780.541000.	12.00
	EDGE ANALYTICAL INC		40140780.541000.	12.00
	EDGE ANALYTICAL INC		40140780.541000.	12.00

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37515	EDGE ANALYTICAL INC	LAB SAMPLES-EDWARD SPRINGS	40140780.541000.	12.00
	EDGE ANALYTICAL INC		40140780.541000.	12.00
	EDGE ANALYTICAL INC		40140780.541000.	12.00
	EDGE ANALYTICAL INC		40140780.541000.	12.00
	EDGE ANALYTICAL INC		40140780.541000.	12.00
	EDGE ANALYTICAL INC		40140780.541000.	12.00
	EDGE ANALYTICAL INC	LAB SAMPLES-STILL WELL	40140780.541000.	12.00
	EDGE ANALYTICAL INC		40140780.541000.	12.00
	EDGE ANALYTICAL INC	LAB SAMPLES-STILLY RIVER	40140780.541000.	12.00
	EDGE ANALYTICAL INC	LAB SAMPLES-PACIFIC MEADOWS	40140780.541000.	60.00
	EDGE ANALYTICAL INC		40140780.541000.	60.00
	EDGE ANALYTICAL INC	LAB SAMPLES- MISC LOCATIONS	40140780.541000.	180.00
	EDGE ANALYTICAL INC		40140780.541000.	180.00
	EDGE ANALYTICAL INC		40140780.541000.	180.00
37516	CITY OF EDMONDS	AWC LEGISLATIVE DINNER	00100060.543000.	167.04
	CITY OF EDMONDS		00100110.543000.	83.52
	CITY OF EDMONDS		40143410.543010.	41.76
37517	ESTOY, RYAN & SALLY	UB 330150010000 15001 45TH AVE	401.122110.	120.00
37518	EVERGREEN SAFETY COUNCIL	TRAINING MATERIALS	00100310.531200.	235.35
37519	BIANCA JOAN FAUVELLE	WITNESS FEES	00100050.549210.	17.76
37520	FEI SEATTLE ADMIN #3206	2" T-10 WATER METERS X 1	401.141400.	465.66
	FEI SEATTLE ADMIN #3206	2" T-10 WATER METERS X 2	401.141400.	931.33
37521	DONALD FLEMING	JURY DUTY FEES	00102515.549000.	17.76
37522	FLINT TRADING INC	REPAIR TO TORCH	10110564.548000.	181.50
	FLINT TRADING INC	MAGNUM TORCH	10111230.535000.	448.80
37523	FRED MEYER	3 PR JEANS- J. DAVIS	40143410.526200.	87.85
37524	CRAIG A. FULLERTON	QWOLOOLT WETLANDS ACQUISITION	31000076.563000.G0701	162.50
37525	TIRZAH GARNER	REFUND DEPOSIT JENNINGS BARN	001.239100.	58.00
37526	GENERAL CHEMICAL CORP	ALUMINUM SULFATE 11.72 TONS	40142480.531320.	3,205.34
37527	GEPNER, STEVE & DEBBIE	UB 920918000000 1206 8TH ST	401.122110.	41.43
37528	DIANA GETTLE	REFUND DEPOSIT KBSCC	001.239100.	200.00
37529	GIEBELSTEIN, VICKIE	UB 330433500000 4335 149TH ST	401.122110.	21.84
37530	GREGORY JR, LANA & ROBERT	UB 620100000001 11501 36TH DR	401.122110.	7.99
37531	KARI HAMMER	JURY DUTY FEES	00102515.549000.	34.55
37532	HAMPTON, JAMES & VICTORIA	UB 984616000000 4616 57TH DR N	410.122100.	104.47
37533	JIM HAYES	OVERTIME MEAL-SNOW REMOVAL	10111160.543000.	11.71
37534	HD FOWLER COMPANY	CREDIT MEMO-WRONG PARTS	401.141400.	-255.71
	HD FOWLER COMPANY	MISCELLANEOUS PARTS	401.141400.	64.06
	HD FOWLER COMPANY	REPAIR BANDS,GASKETS, ETC.	401.141400.	746.00
	HD FOWLER COMPANY	2" COLD WATER METERS	401.141400.	877.41
	HD FOWLER COMPANY	1" ADAPTERS,COUPLINGS, TUBING	401.141400.	1,219.20
37535	HERTEL, JEFFREY	UB 731420000000 6932 21ST DR N	401.122110.	10.40
37536	HUHTA, TONY & KARRI	UB 761301310001 7717 80TH AVE	401.122110.	9.03
37537	IOS CAPITAL	COPIER RENTAL 2/11/ - 3/10/07	00100020.545000.	782.10
	IOS CAPITAL	COPIER RENTAL	00100050.548000.	160.29
	IOS CAPITAL	COPIER RENTAL 2/8 TO 3/17/07	00102020.545000.	143.72
	IOS CAPITAL	COPIER RENTAL 2/11/ - 3/10/07	00102020.545000.	260.70
	IOS CAPITAL	COPIER RENTAL 2/8 TO 3/17/07	40143410.545000.	143.72
	IOS CAPITAL	COPIER RENTAL 2/11/ - 3/10/07	40143410.545000.	260.70
37538	JACKSON, CURTIS	UB 455000000000 5227 140TH PL	401.122110.	96.00
37539	JOHNSON, ANGELIA	UB 840670600000 6706 84TH DR N	401.122110.	23.31
37540	KATHERINE JOHNSON	REFUND CLASS REGISTRATION	00110347.376009.	110.00

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37541	JON & KAREN ARNESON	UB 22009000000 12731 48TH AVE	401.122110.	42.37
37542	JENNIFER KAISER	REFUND- CLASS REGISTRATION	00110347.376009.	49.00
37543	GREG KANEHEN	TRAVEL-CHAPLAIN CONF. OREGON	10400022.549000.	101.76
	GREG KANEHEN		10400022.549000.	296.34
37544	RYAN M. KEEFE	OVERTIME MEAL- SNOW REMOVAL	10111160.543000.	13.71
37545	KENWORTH NORTHWEST INC	CREDIT MEMO -RETURN PART	50100065.534000.	-56.57
	KENWORTH NORTHWEST INC	TRANS FILTER KIT- #H002	50100065.534000.	41.44
	KENWORTH NORTHWEST INC	Q-PAK - #H002	50100065.534000.	56.57
37546	THOMAS KING	MEAL - ITE/IMSA CONFERENCE	10111160.549000.	15.06
37547	STEVEN KINNEY	OVERTIME MEAL-SNOW REMOVAL	10111160.543000.	11.71
37548	KUKLISH, PATRICK	UB 761301303001 8021 77TH ST N	401.122110.	22.60
37549	LAKE STEVENS FIRE	PPD TESTING	00100310.531200.	190.00
37550	KAREN LAMPHERE	INSTRUCTOR-COMFORT FOOD	00105120.541020.	120.00
37551	LAWRENCE, BRIAN & ELIZABETH	UB 452107000004 13826 52ND AVE	401.122110.	180.18
37552	YVONNE LERVICK	REFUND- CLASS REGISTRATION	00110347.376009.	49.00
37553	DEPT OF LICENSING	TRIBBEY,ROBERT-CPL RENEWAL	001.237020.	18.00
	DEPT OF LICENSING	MYERS,JOHN-CPL LATE RENEWAL	001.237020.	21.00
37554	RENITA MACLVER	INSTRUCTOR - SWEDISH LEVEL 3	00105120.541020.	176.00
37555	MARYSVILLE AWARDS	NAME BADGE	00100720.549000.	10.31
37556	MARYSVILLE FIRE DIST #12	FIRE CONTROL, EMERGENCY SRVS	00109522.551000.	311,803.09
	MARYSVILLE FIRE DIST #12		00109526.551000.	111,733.96
37557	MARYSVILLE GLOBE	LEGAL ADVERTISING	00100110.544000.	27.69
	MARYSVILLE GLOBE		00101023.544000.	31.64
	MARYSVILLE GLOBE	AD FOR CITY CLERK	00101130.544000.	186.40
	MARYSVILLE GLOBE	LEGAL ADVERTISING	00102020.544000.	31.64
	MARYSVILLE GLOBE		00102020.544000.	31.64
	MARYSVILLE GLOBE		00102020.544000.	39.55
	MARYSVILLE GLOBE		00102020.544000.	43.51
	MARYSVILLE GLOBE		00102020.544000.	43.51
	MARYSVILLE GLOBE		00102020.544000.	43.51
	MARYSVILLE GLOBE		00102020.544000.	90.97
	MARYSVILLE GLOBE		00105120.531060.	63.28
	MARYSVILLE GLOBE	AD FOR P/T ATHLETIC ASST.	00105120.544000.	77.00
	MARYSVILLE GLOBE	AD FOR P/T SOCCER REF	00105120.544000.	77.00
	MARYSVILLE GLOBE	LEGAL ADVERTISING	30500030.563000.R0301	31.64
37558	MARYSVILLE PRINTING	2000 2-PART SOCCER REGIST FORM	00105120.531030.	301.54
37559	MARYSVILLE SCHOOL DISTRICT #25	UTILITY FEE -NEIGHBORHOOD MTG	00102020.549000.	2.75
37560	MARYSVILLE SKATE INN	ASAP SKATE OUTING - PARKS	00105120.531070.	32.00
37561	CITY OF MARYSVILLE	1049 STATE AV-WATER	00103530.547000.	59.00
	CITY OF MARYSVILLE	1049 STATE AV -W, S, GBG, S W	00103530.547000.	702.10
	CITY OF MARYSVILLE	514 DELTA AV- W, GBG, S, S.W.	00105250.547000.	620.60
	CITY OF MARYSVILLE	3RD & STATE- WATER	00105380.547000.	23.20
	CITY OF MARYSVILLE	514 DELTA- PARK RESTROOM	00105380.547000.	87.00
	CITY OF MARYSVILLE	1050 COLUMBIA AV-WATER, SEWER	00105380.547000.	94.40
	CITY OF MARYSVILLE	1328 7 ST-STORMWATER	00199513.547000.	16.00
	CITY OF MARYSVILLE	80 COLUMBIA AV-GARBAGE	10110130.547000.	444.00
	CITY OF MARYSVILLE	I-5 AT FIRST- GARBAGE	10110890.547000.	281.00
	CITY OF MARYSVILLE	80 COLUMBIA - WATER	40142480.547000.	1,116.40
	CITY OF MARYSVILLE	80 COLUMBIA- W,GBG, SEWER	40142480.547000.	1,841.08
	CITY OF MARYSVILLE	80 COLUMBIA- WATER, SEWER	40143780.547000.	146.10
	CITY OF MARYSVILLE	61 STATE AV - W, S, STORMWATER	40143780.547000.	685.30
	CITY OF MARYSVILLE	60 STATE AV-W, GBG, S.W.	40143780.547000.	2,630.00

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37561	CITY OF MARYSVILLE	80 COLUMBIA- W,GBG, S, SW, YD	40143780.547000.	2,900.00
	CITY OF MARYSVILLE	7115 GROVE ST- WATER,SEWER	42047165.547000.	188.97
	CITY OF MARYSVILLE	6810 84 ST NE-STORMWATER	42047165.547000.	713.46
	CITY OF MARYSVILLE	7007 GROVE ST- WATER,GBG,SEWER	42047165.547000.	771.77
	CITY OF MARYSVILLE	80 COLUMBIA AV -GARBAGE	50100065.547000.	580.00
37562	MATRIX BUSINESS TECHNOLOGIES	ACCT # 5203035774	00100020.542000.	113.10
	MATRIX BUSINESS TECHNOLOGIES		00100050.542000.	22.33
	MATRIX BUSINESS TECHNOLOGIES		00100110.542000.	35.52
	MATRIX BUSINESS TECHNOLOGIES		00100310.542000.	18.05
	MATRIX BUSINESS TECHNOLOGIES		00100720.542000.	6.52
	MATRIX BUSINESS TECHNOLOGIES		00101023.542000.	16.48
	MATRIX BUSINESS TECHNOLOGIES		00101130.542000.	3.20
	MATRIX BUSINESS TECHNOLOGIES		00102020.542000.	102.22
	MATRIX BUSINESS TECHNOLOGIES		00103010.542000.	34.45
	MATRIX BUSINESS TECHNOLOGIES		00103222.542000.	78.83
	MATRIX BUSINESS TECHNOLOGIES		00103960.542000.	17.40
	MATRIX BUSINESS TECHNOLOGIES		00104000.542000.	9.35
	MATRIX BUSINESS TECHNOLOGIES		00104190.542000.	37.19
	MATRIX BUSINESS TECHNOLOGIES		00105250.542000.	6.71
	MATRIX BUSINESS TECHNOLOGIES		00105380.542000.	20.63
	MATRIX BUSINESS TECHNOLOGIES		00143523.542000.	17.75
	MATRIX BUSINESS TECHNOLOGIES		10111230.542000.	20.89
	MATRIX BUSINESS TECHNOLOGIES		40142480.542000.	0.00
	MATRIX BUSINESS TECHNOLOGIES		40142480.542000.	13.89
	MATRIX BUSINESS TECHNOLOGIES		40143410.542000.	63.97
	MATRIX BUSINESS TECHNOLOGIES		42047061.542000.	12.31
	MATRIX BUSINESS TECHNOLOGIES		42047061.549100.	6.23
	MATRIX BUSINESS TECHNOLOGIES		50100065.542000.	27.16
	MATRIX BUSINESS TECHNOLOGIES		50300090.542000.	29.55
37563	MCLOUGHLIN & EARDLEY CORP	LIGHTBAR LENS KIT #965	501.231700.	-16.79
	MCLOUGHLIN & EARDLEY CORP		50100065.534000.	214.24
37564	JANET MITCHELL	REFUND- CLASS REGISTRATION FEE	00110347.376009.	49.00
37565	JANET MITCHELL	REFUND CLASS FEE, NOT HELD	00110347.376009.	20.00
37566	MONTE CRISTO PRESERVATION ASSOC.	REFUND DEPOSIT JENNINGS BARN	001.239100.	58.00
37567	MORTON, JUDY	UB 880560000000 5311 74TH PL N	401.122110.	127.71
37568	MISTY K NAHOLOHOLO	WITNESS FEES	00100050.549210.	20.67
37569	NEXTEL COMMUNICATIONS	ACCT#495802314	00102020.542000.	18.76
	NEXTEL COMMUNICATIONS		00102020.542000.	79.02
	NEXTEL COMMUNICATIONS		50300090.542000.	18.76
	NEXTEL COMMUNICATIONS		50300090.542000.	18.76
	NEXTEL COMMUNICATIONS		50300090.542000.	23.51
	NEXTEL COMMUNICATIONS		50300090.542000.	27.59
	NEXTEL COMMUNICATIONS		50300090.542000.	37.52
	NEXTEL COMMUNICATIONS		50300090.542000.	37.52
	NEXTEL COMMUNICATIONS		50300090.542000.	37.52
	NEXTEL COMMUNICATIONS		50300090.542000.	37.53
	NEXTEL COMMUNICATIONS		50300090.542000.	56.28
	NEXTEL COMMUNICATIONS		50300090.542000.	56.28
	NEXTEL COMMUNICATIONS		50300090.542000.	75.04
	NEXTEL COMMUNICATIONS		50300090.542000.	76.25
	NEXTEL COMMUNICATIONS		50300090.542000.	112.56
	NEXTEL COMMUNICATIONS		50300090.542000.	115.32

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37569	NEXTEL COMMUNICATIONS	ACCT#495802314	50300090.542000.	118.48
	NEXTEL COMMUNICATIONS		50300090.542000.	120.65
	NEXTEL COMMUNICATIONS		50300090.542000.	124.64
	NEXTEL COMMUNICATIONS		50300090.542000.	226.40
	NEXTEL COMMUNICATIONS		50300090.542000.	240.02
	NEXTEL COMMUNICATIONS		50300090.542000.	258.02
	NEXTEL COMMUNICATIONS		50300090.542000.	312.00
	NEXTEL COMMUNICATIONS		50300090.542000.	318.98
	NEXTEL COMMUNICATIONS		50300090.542000.	486.16
	NEXTEL COMMUNICATIONS		50300090.542000.	1,283.62
37570	CYNTHIA NICHOLSON	WITNESS FEES	00100050.549210.	14.45
37571	WORTH NORTON	IT SUPPLIES/ TRAVEL	50300090.531000.	525.19
	WORTH NORTON		50300090.543000.	18.03
37572	OFFICE DEPOT	GOLDENROD PAPER	00100020.531000.	5.62
	OFFICE DEPOT	OFFICE SUPPLIES	00100020.531000.	27.67
	OFFICE DEPOT	GOLDENROD PAPER	00102020.531000.	5.62
	OFFICE DEPOT	OFFICE SUPPLIES	00102020.531000.	27.67
	OFFICE DEPOT		00105120.531000.	24.46
	OFFICE DEPOT	30 X 72 GRAY TABLE	00105120.531000.	55.28
	OFFICE DEPOT	OFFICE SUPPLIES	00105380.531000.	34.03
	OFFICE DEPOT	CHAIR MAT- WWTP	40142480.531000.	38.81
	OFFICE DEPOT	GOLDENROD PAPER	40143410.531000.	5.62
	OFFICE DEPOT	OFFICE SUPPLIES	40143410.531000.	27.67
	OFFICE DEPOT		40143410.531000.	34.52
	OFFICE DEPOT		40143410.531000.	95.83
	OFFICE DEPOT		50100065.531000.	4.61
	OFFICE DEPOT		50200050.531000.	4.61
37573	THE PARTS STORE	RIVETER, ALUMINUM, MULTI-GRI	40140580.531000.	59.77
37574	LAURIE HUGDAHL	COUNCIL MINUTE TAKING SVC 2/26	00101130.541000.	105.00
37575	PERTEET ENGINEERING INC	PAY ESTIMATE #2	40145040.541000.D0602	19,112.79
	PERTEET ENGINEERING INC	PAY ESTIMATE #4	40145040.541000.D0602	31,086.94
37576	PETERSON, JACKIE	UB 560210000000 3212 179TH ST	401.122110.	38.38
37577	PETROCARD SYSTEMS INC	FUEL: ENGINEERING, SURFACE WTR	00100020.532000.	103.28
	PETROCARD SYSTEMS INC	FUEL- STREET DEPT.	10111230.532000.	1,265.01
	PETROCARD SYSTEMS INC	FUEL- OPERATIONS, SANITATION	40143880.532000.	2,459.89
	PETROCARD SYSTEMS INC	FUEL: ENGINEERING, SURFACE WTR	40145040.532000.	107.15
	PETROCARD SYSTEMS INC	FUEL- OPERATIONS, SANITATION	41046060.532000.	3,005.34
	PETROCARD SYSTEMS INC	FUEL: FLEET, FACILITIES	50100065.532000.	33.09
	PETROCARD SYSTEMS INC		50200050.532000.	169.13
37578	LAVINA PHILLIPS	REFUND DEPOSIT JENNINGS BARN	001.239100.	58.00
37579	LEE PHILLIPS	TRAVEL REIMBURSEMENT	00100060.543000.	109.68
37580	PRIME STRIPE, INC.	PORTABLE BALL PUMP/AIR COMPRES	00105120.531030.	118.87
	PRIME STRIPE, INC.		00105120.531040.	118.88
37581	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 462-002-547-0	00105380.547000.	124.82
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT# 600-001-260-6	10110463.547000.	1,131.70
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT. 690-001-250-8	10110463.547000.	1,489.62
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 660-001-330-1	10110463.547000.	1,880.74
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT# 670-001-300-3	10110463.547000.	9,094.96
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT# 391-045-118-0	10110564.547000.	95.36
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 557-001-737-5	10110564.547000.	104.04
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 328-001-837-9	10110564.547000.	137.58
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 531-001-591-1	10110564.547000.	163.09

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37581	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 123-000-075-2	10110564.547000.	735.46
	PUD NO 1 OF SNOHOMISH COUNTY	UTILITY CHARGE 600 ASH AVE	40142280.547000.	46.10
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT. 683-000-525-9	42047165.547000.	27.09
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 515-001-516-1	42047165.547000.	88.23
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 416-001-034-6	42047165.547000.	1,868.41
37582	ALEXANDER REED CONS INC	UB 874802000000 4802 75TH PL N	401.122110.	22.70
	ALEXANDER REED CONS INC		401.122120.	62.50
37583	STACEY RESCH	REFUND CLASS REGISTRATION	00110347.376009.	110.00
37584	RH2 ENGINEERING INC	PAY ESTIMATE #32	40220594.563000.W0101	5,340.15
37585	PAUL DAVID RIFE	WITNESS FEES	00100050.549210.	24.55
37586	RINKER MATERIALS	2 TONS CLASS B MOD ASPHALT	10111230.531000.	120.55
	RINKER MATERIALS	3 TONS CLASS B MOD ASPHALT	10111230.531000.	180.82
37587	PAUL ROBERTS	MILEAGE,MEAL FOR MEETINGS	00100110.549000.	6.39
	PAUL ROBERTS		40143410.549000.	141.03
37588	RUSSELL, DENISE	UB 800311000008 5323 61ST ST N	401.122110.	14.09
37589	SCIENTIFIC SUPPLY & EQUIPMENT INC	3/8" PVC CLEAR TUBING	40142480.531400.	54.59
37590	SECRETARY OF STATE	2 BOXES: SCANNED, CONVERTED	00101130.541000.	539.73
37591	SECURITY SERVICES	ARMORED TRUCK SERVICE FEB 07	00100050.541000.	386.33
	SECURITY SERVICES		00102020.541000.	193.17
	SECURITY SERVICES		00103010.541000.	193.17
	SECURITY SERVICES		00143523.541000.	193.16
	SECURITY SERVICES		40143410.541000.	193.16
	SECURITY SERVICES		42047061.541000.	154.52
37592	SHERMAN, KIRK	UB 240430000000 5210 105TH ST	401.122110.	100.00
37593	CARLTON DOUP	INSTRUCTOR - TAI CHI BEGINNERS	00105120.541020.	51.00
	CARLTON DOUP	INSTRUCT WOMEN'S SELF DEFENSE	00105120.541020.	85.00
	CARLTON DOUP	INSTRUCTOR-TAE KWON DO	00105120.541020.	260.10
	CARLTON DOUP		00105120.541020.	537.20
37594	SHRED IT WESTERN WASHINGTON	SHREDDING SERVICE	00100050.548000.	49.50
37595	CHERYL SIMONS	REIMBURSE OVERTIME MEAL	10111160.543000.	11.71
37596	JESSICA GAIL SLYE	WITNESS FEES	00100050.549210.	10.89
37597	EVE SNIDER	INSTRUCTOR JAZZERCISE	00105120.541020.	1,174.09
37598	SNO CO AUDITOR	RECORDING FEES	40143610.549000.	38.00
	SNO CO AUDITOR		40143610.549000.	107.00
37599	HOLLY SOMERS	REFUND- SOCCER REGISTRATION	00110347.376004.	41.00
37600	SOUND SAFETY PRODUCTS CO INC	BOOTS-H. KINNEY	10111230.526000.	157.47
	SOUND SAFETY PRODUCTS CO INC	BOOTS, 3 PR JEANS- J.OSBORNE	10111230.526000.	257.65
	SOUND SAFETY PRODUCTS CO INC	CREDIT- EXCHANGE JEANS S.OLSON	40143410.526200.	-9.77
	SOUND SAFETY PRODUCTS CO INC	BOOTS, 3 PR JEANS- S. OLSON	40143410.526200.	230.45
	SOUND SAFETY PRODUCTS CO INC	BOOTS, 3 PR JEANS- P. KINNEY	40143410.526200.	245.16
	SOUND SAFETY PRODUCTS CO INC	BOOTS, 3 PR JEANS- K. DAGGETT	40143410.526200.	257.51
	SOUND SAFETY PRODUCTS CO INC	BOOTS- S. HACKFORD	50100065.526000.	150.00
37601	SPETZ, JAMES	UB 151200000002 12623 44TH AVE	401.122110.	212.61
37602	SPRINGBROOK NURSERY	3 YDS TOP SOIL	00105380.531000.	25.00
37603	DEBORAH MARIE STALDER	WITNESS FEES	00100050.549210.	11.34
37604	SCOTT STEWART		00100050.549210.	13.56
37605	KELLY SUNAGEL	REFUND-SOCCER REGISTRATION	00110347.376004.	41.00
37606	ROBERTA SWANSON	JURY DUTY FEE	00102515.549000.	23.49
37607	MARY SWENSON	TRAVEL/ PARKING	00100110.549000.	27.00
37608	T BAILEY, INC.	PAY ESTIMATE #7	40220594.563000.W0101	149,526.99
	T BAILEY, INC.	PAY ESTIMATE #6	40220594.563000.W0304	166,635.00
	T BAILEY, INC.	PAY ESTIMATE #5	40220594.563000.W0304	357,952.92

DATE: 3/6/2007  
TIME: 11:34:28AMCITY OF MARYSVILLE  
INVOICE LIST

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FOR INVOICES FROM 3/6/2007 TO 3/7/2007

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
37609	TERRA RESOURCE GROUP	TEMP- R. STARCHER	00100050.541000.	478.08
	TERRA RESOURCE GROUP		00100050.541000.	637.44
	TERRA RESOURCE GROUP	TEMP - R. STARCHER	00100050.541000.	796.80
	TERRA RESOURCE GROUP	TEMP- R. STARCHER	00143523.541000.	318.72
37610	US BANK NATIONAL ASSOCIATION	PAY EST. #7 ACCT#153595135366	40220594.563000.W0101	7,286.89
	US BANK NATIONAL ASSOCIATION	PAY EST.#6-ACCT 153595135374	40220594.563000.W0304	8,050.00
	US BANK NATIONAL ASSOCIATION	PAY EST. #5-ACCT 153595135374	40220594.563000.W0304	17,292.41
37611	VERIZON NORTHWEST	ACCT 107355912203	00100020.542000.	29.24
	VERIZON NORTHWEST		00100050.542000.	58.47
	VERIZON NORTHWEST		00100110.542000.	87.71
	VERIZON NORTHWEST		00100310.542000.	29.24
	VERIZON NORTHWEST		00102020.542000.	58.47
	VERIZON NORTHWEST		00103010.542000.	204.65
	VERIZON NORTHWEST		00103222.542000.	29.24
	VERIZON NORTHWEST		00103530.542000.	116.94
	VERIZON NORTHWEST		00103960.542000.	87.71
	VERIZON NORTHWEST	ACCT 101543765602	00104000.542000.	35.05
	VERIZON NORTHWEST	ACCT 101543766403	00104000.542000.	35.05
	VERIZON NORTHWEST	ACCT 100367827006	00104000.542000.	57.24
	VERIZON NORTHWEST	ACCT 107355912203	00104000.542000.	58.47
	VERIZON NORTHWEST	ACCT 101543764801	00104000.542000.	87.85
	VERIZON NORTHWEST	ACCT 101543767204	00104000.542000.	87.85
	VERIZON NORTHWEST	ACCT 107355912203	00104190.542000.	87.71
	VERIZON NORTHWEST		00105250.542000.	87.71
	VERIZON NORTHWEST		00105380.542000.	233.89
	VERIZON NORTHWEST		00112572.542000.	58.47
	VERIZON NORTHWEST		00143523.542000.	29.24
	VERIZON NORTHWEST	ACCT 107567892708	10110564.547000.	49.61
	VERIZON NORTHWEST	ACCT 109367558610	10110564.547000.	52.19
	VERIZON NORTHWEST	ACCT 107355912203	10111230.542000.	29.24
	VERIZON NORTHWEST	ACCT # 03 0275 1062435479 07	40140180.547000.	50.92
	VERIZON NORTHWEST	ACCT# 105543546905	40140180.547000.	64.06
	VERIZON NORTHWEST	ACCT 1085454631	40141580.547000.	112.99
	VERIZON NORTHWEST	ACCT 105660553702	40142280.542000.	533.61
	VERIZON NORTHWEST	ACCT 107355912203	40142480.542000.	0.00
	VERIZON NORTHWEST		40142480.542000.	175.39
	VERIZON NORTHWEST	ACCT.# 03 0211 1016419954 10	40143410.542000.	30.20
	VERIZON NORTHWEST	ACCT.# 03 0211 1018419951 00	40143410.542000.	30.20
	VERIZON NORTHWEST	ACCT.# 03 0211 1047419956 04	40143410.542000.	30.20
	VERIZON NORTHWEST	ACCT 101642285704	40143410.542000.	30.62
	VERIZON NORTHWEST	ACCT 101543782603	40143410.542000.	32.30
	VERIZON NORTHWEST	ACCT.# 03 0211 1013419961 04	40143410.542000.	65.68
	VERIZON NORTHWEST	ACCT.# 03 0211 1032419963 01	40143410.542000.	65.68
	VERIZON NORTHWEST	ACCT.# 03 0211 1085419968 10	40143410.542000.	65.68
	VERIZON NORTHWEST	ACCT.# 03 0211 1058419952 06	40143410.542000.	75.82
	VERIZON NORTHWEST	ACCT 101543783404	40143410.542000.	112.20
	VERIZON NORTHWEST	ACCT 107355912203	40143410.542000.	343.07
	VERIZON NORTHWEST	ACCT 106853520208	40143780.542000.	50.92
	VERIZON NORTHWEST	ACCT 107355912203	42047061.542000.	298.62
	VERIZON NORTHWEST		42047061.549100.	29.24
37612	VERIZON NORTHWEST	CELL PHONE-DJ	00102020.542000.	15.09
	VERIZON NORTHWEST	CELL PHONE - TL	00102020.542000.	15.12

DATE: 3/6/2007  
TIME: 11:34:28AM

**CITY OF MARYSVILLE**  
**INVOICE LIST**  
**FOR INVOICES FROM 3/6/2007 TO 3/7/2007**

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
37612	VERIZON NORTHWEST	CELL PHONE-RK	00102020.542000.	15.12
	VERIZON NORTHWEST	METER READING PROF. SERVICES	40141280.541000.	377.88
37613	MARY VERMEULEN	MILEAGE- GOLF COURSE DEPOSIT	00101023.549000.	25.75
37614	LOREN WAXLER	CONFLICT PUBLIC DEFENSE	00102515.541000.	188.00
37615	WEED GRAAFSTRA AND BENSON INC PS	LITIGATION, SERVICES	00105515.541000.	338.25
	WEED GRAAFSTRA AND BENSON INC PS		00105515.541000.	8,772.50
	WEED GRAAFSTRA AND BENSON INC PS		00105515.541000.	19,573.05
	WEED GRAAFSTRA AND BENSON INC PS		30500030.563000.R9701	56.00
	WEED GRAAFSTRA AND BENSON INC PS		30500030.563000.T0102	378.00
	WEED GRAAFSTRA AND BENSON INC PS		30500030.563000.R0301	2,836.00
	WEED GRAAFSTRA AND BENSON INC PS		30500030.563000.R0301	4,356.14
	WEED GRAAFSTRA AND BENSON INC PS		31000076.563000.G0701	296.50
	WEED GRAAFSTRA AND BENSON INC PS		40143410.541000.	217.00
	WEED GRAAFSTRA AND BENSON INC PS		40143410.541000.	1,021.00
	WEED GRAAFSTRA AND BENSON INC PS		40143410.541000.	1,897.50
	WEED GRAAFSTRA AND BENSON INC PS		40143410.541000.	8,772.50
	WEED GRAAFSTRA AND BENSON INC PS		40145040.541000.	1,892.50
37616	WHITE, CHRISTOPHER & KRISTEN	UB 037814000000 7814 85TH ST N	401.122110.	14.00
37617	SHEREEN WILLEY	REFUND - SOCCER REGISTRATION	00110347.376004.	41.00
37618	WILLIAMS, DON	UB 080396000003 9120 55TH AVE	401.122110.	46.20
37619	EDWARD E. WOOD	WITNESS FEES	00100050.549210.	14.45
37620	KASHAWN JONNELL WOODS		00100050.549210.	13.56
37621	DONNA WRIGHT	MILEAGE-AWC CONFERENCE OLYMPI	00100060.543000.	94.58
37622	WRIGHT, EARL & TERRI	UB 980600500001 6005 48TH ST N	410.122100.	91.84
37623	WYNKOOP, JOHN & SANDEE	UB 981141500000 11415 38TH DR	401.122130.	12.67

**WARRANT TOTAL:****1,321,269.90****Less Voids:**

CK #37193

2207.12

**\$1,319,062.78**

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: March 12, 2007**

AGENDA ITEM: Approval of New Liquor License	AGENDA SECTION: Consent	
PREPARED BY: Carol Mulligan, Program Specialist	AGENDA NUMBER:	
ATTACHMENTS: 1. Liquor License Application Notice	APPROVED BY: 	
	MAYOR 	CAO 
BUDGET CODE:	AMOUNT:	

*Smokes to Go (1309 State Avenue); Mae Phim Marysville Thai Restaurant (1212 #E State Avenue); and 7-Eleven Store (1114 State Avenue) have applied for a new liquor license. (7-Eleven Store has been acquired by new owners.) The Police Department and the City Clerk's Office have reviewed and approved these requests.*

RECOMMENDED ACTION: The Police Department and the City Clerk's Office recommend City Council approve the liquor license applications for <i>Smokes to Go (1309 State Avenue); Mae Phim Marysville Thai Restaurant (1212 #E State Avenue); and 7-Eleven Store (1114 State Avenue).</i>
COUNCIL ACTION:



NOTICE OF LIQUOR LICENSE APPLICATION

JAK

RETURN TO: WASHINGTON STATE LIQUOR CONTROL BOARD
License Division - 3000 Pacific, P.O. Box 43075
Olympia, WA 98504-3075
Customer Service: (360) 664-1600
Fax: (360) 753-2710
Website: www.liq.wa.gov

TO: MAYOR OF MARYSVILLE
RE: NEW APPLICATION

DATE: 2/01/07

UBI: 602-652-833-001-0001

License: 401278 - 3H County: 31
Tradename: MAE PHIM MARYSVILLE THAI RESTAURANT
Address: 1212 E STATE AVE
MARYSVILLE WA 98270-3644

APPLICANTS:

TIP TOP TYCOON LLC
CHITCHANG, NARISARA
1974-12-20
SUPADIT, RATANAPORN
1961-08-29
BUNYATIPANON, BORDIN
(Spouse) 1972-09-15
REANTHONG, SOMSAK
(Spouse) 1954-06-18

Phone No.: 206-384-3345 NARISARA CHITCHANG

Privileges Applied For:
BEER/WINE REST - BEER/WINE

As required by RCW 66.24.010(8), the Liquor Control Board is notifying you that the above has applied for a liquor license. You have 20 days from the date of this notice to give your input on this application. If we do not receive this notice back within 20 days, we will assume you have no objection to the issuance of the license. If you need additional time to respond, you must submit a written request for an extension of up to 20 days, with the reason(s) you need more time. If you need information on SSN, contact our CHRI Desk at (360) 664-1724.

- 1. Do you approve of applicant ?
2. Do you approve of location ?
3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjudicative hearing before final action is taken?
4. If you disapprove, per RCW 66.24.010(8) you MUST attach a letter to the Board detailing the reason(s) for the objection and a statement of all facts on which your objection(s) are based.

DATE

SIGNATURE OF MAYOR,CITY MANAGER,COUNTY COMMISSIONERS OR DESIGNEE



NOTICE OF LIQUOR LICENSE APPLICATION

RETURN TO:

WASHINGTON STATE LIQUOR CONTROL BOARD
License Division - 3000 Pacific, P.O. Box 43075
Olympia, WA 98504-3075
Customer Service: (360) 664-1600
Fax: (360) 753-2710
Website: www.liq.wa.gov
DATE: 2/07/07

TO: MAYOR OF MARYSVILLE

RE: ASSUMPTION

From SINGH, PARMJIT
KAUR, MANPREET
7-ELEVEN, INC., FRANCHISOR
DbA 7-ELEVEN 2306-18861E

APPLICANTS:

7-ELEVEN, INC.

License: 361486 - 3H County: 31
UBI: 578-070-490-001-0388
Tradename: 7-ELEVEN STORE
Loc Addr: 1114 STATE AVE
MARYSVILLE WA 98270-4243
Mail Addr: 20819 72ND AVE S STE 80
KENT WA 98032-2393

DEPINTO, JOSEPH MICHAEL 1962-11-03
HUEY, DAVID GEORGE 1952-03-24
DAVIS, MICHAEL RILEY 1943-11-26
HENRY, JANET ELAINE 1955-05-24
BERGER, MICHAEL HENRY 1969-04-01

Phone No.: 253-796-7153 LORI LUSKO

Privileges Applied For:
GROCERY STORE - BEER/WINE

As required by RCW 66.24.010(8), the Liquor Control Board is notifying you that the above has applied for a liquor license. You have 20 days from the date of this notice to give your input on this application. If we do not receive this notice back within 20 days, we will assume you have no objection to the issuance of the license. If you need additional time to respond, you must submit a written request for an extension of up to 20 days, with the reason(s) you need more time. If you need information on SSN, contact our CHRI Desk at (360) 664-1724.

- 1. Do you approve of applicant ?
2. Do you approve of location ?
3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjudicative hearing before final action is taken?
4. If you disapprove, per RCW 66.24.010(8) you MUST attach a letter to the Board detailing the reason(s) for the objection and a statement of all facts on which your objection(s) are based.

DATE

SIGNATURE OF MAYOR,CITY MANAGER,COUNTY COMMISSIONERS OR DESIGNEE

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATED: March 12, 2007**

AGENDA ITEM: Liquor License Renewals	AGENDA SECTION: Consent	
PREPARED BY: Carol Mulligan, Program Specialist	AGENDA NUMBER:	
ATTACHMENTS: 1. Liquor License Renewal Listing	APPROVED BY: 	
	MAYOR 	CAO 
BUDGET CODE:	AMOUNT:	

The following establishments have applied for liquor license renewals: *Big Kmart #7253 (9623 State Avenue); Harvest Garden (1508 – 2<sup>nd</sup> Street); 7-Eleven #2306 – 18861E (1114 State Avenue); Acapulco Mexican Restaurant (9611 State Avenue, Ste. A); and First Stop Food Mart (70 State Avenue, Ste. B).* (7-Eleven #2306 – 18861E has been sold to new owners who have applied for a new license.) The Police Department and the City Clerk’s Office have reviewed and approved these requests.

**RECOMMENDED ACTION:**

The Police Department and the City Clerk’s Office recommend City Council approve the liquor license renewals for *Big Kmart #7253 (9623 State Avenue); Harvest Garden (1508 – 2<sup>nd</sup> Street); 7-Eleven #2306 – 18861E (1114 State Avenue); Acapulco Mexican Restaurant (9611 State Avenue, Ste. A); and First Stop Food Mart (70 State Avenue, Ste. B).*

**COUNCIL ACTION:**

C091080-2

## WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 2/05/07

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF MARYSVILLE  
 (BY ZIP CODE) FOR EXPIRATION DATE OF 20070531

	LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1	KMART OF WASHINGTON LLC	BIG KMART # 7253 9623 STATE AVENUE MARYSVILLE WA 98270 0000	366323	GROCERY STORE - BEER/WINE
2	HARVEST GARDEN, INC.	HARVEST GARDEN 1508 2ND ST MARYSVILLE WA 98270 0000	361003	SPIRITS/BR/WN REST LOUNGE +
3	SINGH, PARMJIT KAUR, MANPREET 7-ELEVEN, INC., FRANCHISOR	7-ELEVEN 2306-18861E 1114 STATE AVE MARYSVILLE WA 98270 0000	361486	GROCERY STORE - BEER/WINE
4	ACAPULCO INC	ACAPULCO MEXICAN RESTAURANT 9611 STATE AVE,SUITE A MARYSVILLE WA 98270 2201	083391	SPIRITS/BR/WN REST SERVICE BAR
5	SO, DENNIS JUNGMIN SO, HEE KYUNG	FIRST STOP FOOD MART 70 STATE AVE STE B MARYSVILLE WA 98270 5164	367463	GROCERY STORE - BEER/WINE

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE:**

<b>AGENDA ITEM:</b> <b>Interlocal Government Agreement between the City of Everett and Snohomish County with the City of Marysville</b>	<b>AGENDA SECTION:</b> Consent
<b>PREPARED BY:</b> Robb Lamoureux, Interim Chief of Police	<b>AGENDA NUMBER:</b>
<b>ATTACHMENTS:</b> 1. Interlocal Agreement	<b>APPROVED BY</b> Robb Lamoureux  MAYOR  CAO 
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>

The Interlocal Government Agreement between the City of Everett and Snohomish County with the City of Marysville is a renewal of the prior similar agreement. This interlocal allows for the police department to be included in the Snohomish County-wide in-service training provided to all commissioned police officers in Snohomish County on an annual basis. This new agreement commences January 01, 2007 and is effective through December 31, 2012.

The training, typically hosted by the Everett Police Department, encompasses a variety of law enforcement related topics. The training has been deemed mandatory by department Command Staff and is provided to all commissioned police officers of the department throughout each year.

The total costs to the City of Marysville for the refresher training is \$200.00 annually for as long as the size of the police department remains below 50 commissioned officers. It is anticipated the number of commissioned officers will rise above 50 during the effective dates of this agreement at which time the annual costs for the training will increase to \$300.00.

The terms and conditions of this agreement have not changed from previous agreements which had been approved as to form by the City Attorney's office.

<b>RECOMMENDED ACTION:</b> <b>Staff recommends City Council authorize the Mayor to sign the renewal Interlocal Agreement with the City of Everett and Snohomish County.</b>
<b>COUNCIL ACTION:</b>

INTERLOCAL GOVERNMENT AGREEMENT BETWEEN THE CITY OF EVERETT AND SNOHOMISH COUNTY AND CITIES LOCATED WITHIN SNOHOMISH, KING AND SKAGIT COUNTIES FOR IN-SERVICE TRAINING.

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2006, by and between the City of Everett and the city of \_\_\_\_\_.

RECITALS:

WHEREAS, 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 which each agency is authorized by law to perform; and

WHEREAS, public agencies located in the Snohomish County , King County and Skagit County including the cities of Arlington, Bothell, Brier, Edmonds, Everett, Lake Stevens, Lynnwood, Marysville, Mill Creek, Monroe, Mount Vernon, Mountlake Terrace, Mukilteo, Snohomish, Sultan and the Town of Granite Falls and Snohomish County (herein after collectively referred to as the "Participating Entities") comprise the Snohomish County Regional Training Group and are empowered by law to train their law enforcement personnel; and

WHEREAS, the Participating Entities conduct regular in-service training sessions on various law enforcement topics; and

WHEREAS, the City of Everett Police Department is typically the host of the regular in-service training sessions, and has incurred and will incur costs associated with these regular in-service training sessions, including but not limited to, miscellaneous expendable goods, wear and tear on equipment, and the use of facilities, and

WHEREAS, other Participating Entities may host the regular in-service training sessions at future times; and

WHEREAS, it is appropriate that all of the Participating Entities share in the costs associated with hosting, conducting and participating in the regular in-service training sessions;

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

## 1.0 Payment

The undersigned Participating Entities shall contribute fees at the rates indicated below\* per year toward paying for the costs of equipment wear and tear, and expendable items used in the regular in-service training sessions: Payment for the year 2007 shall be paid to the City of Everett as custodian of the funds on or before January 31, 2007. Subsequent payments shall be made on or before January 31 of each year thereafter, and shall be payable to the City of Everett as custodian of the funds until notice of a change of custodian is given in accordance with Section 4 below.

- Participating Entities shall contribute fees at a rate commensurate to the number of sworn officers in the agency.

Less than 50 officers	\$200.00 per year
50-100 officers	\$300.00 per year
Over 100 officers	\$400.00 per year

The annual contribution entitles each Participating Entity to have officers attend the regular training sessions.

## 2.0 Scope of Services

2.1 Until notice of a change is given, in accordance with Section 4 below, the Everett Police Department shall coordinate the facilities necessary to conduct regular in-service training sessions. The Everett Police Department shall schedule regular in-service training sessions on various law enforcement –related topics, and shall give reasonable prior notice to each Participating Entity of the date, time and place where each training session will be held, and the nature of the topic for each regular training sessions.

2.2 Training for Participating Entities' personnel shall be jointly provided by the law enforcement personnel of the Participating Entities.

## 3.0 Effective Date

The initial term of this Agreement shall commence on January 1, 2007 and it shall continue in effect through December 31, 2012, unless sooner terminated as provided under this Agreement. Thereafter, this Agreement shall automatically renew and continue on a year to year basis, until terminated as provided under this Agreement.

#### 4.0 Changes

- 4.1 This Agreement may be modified by mutual agreement of the Participating Entities. No such amendment shall be effective until it is reduced to writing and signed by all Participating Entities with the same formality as this Agreement.
- 4.2 The fund custodian and regular in-service site may be changed by the majority agreement of the Participating Entities without modifying this Agreement, but with reasonable notice to all Participating Entities.

#### 5.0 Waiver

No waiver by any party of any term of condition of this Agreement shall be deemed or construed as a waiver of any other term of condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

#### 6.0 Allocation of Liability / Insurance

- 6.1 Each Participating Entity shall be responsible for the conduct and liability of its own personnel in the performance of this Agreement. Each Participating Entity shall maintain appropriate insurance coverage for the activities occurring under this Agreement, including but not limited to personal injury, death and property damage limits of not less than \$1,000,000 (one million dollars) per occurrence, or provide proof of participating in an insurance pool providing equivalent or greater coverage acceptable to the city.
- 6.2 This Section 6 shall survive termination of this Agreement.

#### 7.0 Legal Requirements

The Participating Entities shall comply with all applicable federal, state and local laws in performing this Agreement.

#### 8.0 Termination

8.1 Any Participating Entity may terminate or suspend its participation in this Agreement, with or without reason, by providing written notice to the other Participating Entities at least thirty (30) days prior to the effective date of any such termination or suspension.

8.2 Termination shall not relieve a Participating Entity of its obligations as set forth in section 6 and shall not entitle it to any refund.

#### 9.0 Entire Agreement – Severability

This Agreement shall be governed by the laws of the State of Washington, as to interpretation and performance. Any action hereunder may be brought only in the Superior Court of Washington for Snohomish County. This Agreement constitutes the entire agreement of the parties. Should any part, term or provision of this Agreement be determined by a court of competent jurisdiction to be invalid, the remainder of the Agreement shall not be affected, and the same shall continue in full force and effect.

#### 10.0 Agreement- Amendment

This Agreement contains the terms and conditions agreed upon by the Participating Entities. The Participating Entities agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. This Agreement may only be amended by written instrument executed by the Participating Entities.

#### 11.0 Execution of Multiple Counterparts

This Agreement may be reproduced in any number of original counterparts. Each participating agency 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 agencies.

#### 12.0 Recording

As required by RCW 39.34.040, this Agreement shall be filed with the County Auditor.

#### 13.0 Interlocal Cooperation Act

The parties agree that no separate legal administrative entities are necessary in order to carry out this Agreement. If determined by a court to be necessary for the purposes of the Interlocal Cooperation ACT, Ch. 39.34 RCW, by an administrator or joint board responsible for administering the Agreement will be established by mutual agreement. Any real or personal property used by the parties in connection with this

Agreement will be acquired, held and disposed of by that party in its discretion, and other parties will have no joint or other interest herein.

14.0 Liability

No liability shall attach to any of the parties by reason of entering into this Agreement except as expressly provided herein. None of the parties to this Agreement assume any duty to any third party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CITY OF EVERETT

  
Ray Stephanson, Mayor

\_\_\_\_\_  
Participating Entity

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

Its: Mayor

ATTEST:

  
Clerk

ATTEST:

\_\_\_\_\_  
Clerk

APPROVED AS TO FORM:

  
City Attorney  
Elmer E. "Ned" Johnston, Jr.

APPROVED AS TO FORM:

  
By:

**CITY OF MARYSVILLE  
EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE:** March 12, 2007

<b>AGENDA ITEM:</b> Purchase and Install Dump Body for New Dump Truck Cab & Chassis	<b>AGENDA SECTION:</b>
<b>PREPARED BY:</b> Mike Shepard , Fleet & Facilities Manager	<b>AGENDA NUMBER:</b>
<b>ATTACHMENTS:</b> Purchase Order No. F 4567, State Contract 12304, and quote from Northend Truck Equipment, Inc.	<b>APPROVED BY:</b>
	MAYOR  CAO 
<b>BUDGET CODE:</b> 50100048.564000	<b>AMOUNT</b> \$41,922.23

The 2007 budget included a replacement dump truck for vehicle #223. On January 8, 2007 City Council authorized the Mayor to sign a Purchase Order in the amount of \$112,188.76 for a new dump truck cab & chassis. The second procurement phase for the dump truck is to purchase and install a dump body on the new cab & chassis.

The dump body will be purchased and installed by Northend Truck Equipment, Inc. located in Marysville using State Contract #12304 for the amount of \$41,922.23

**RECOMMENDED ACTION:**

Staff recommends that Marysville City Council authorize the Mayor to sign Purchase Order No. F 4567 in the amount of \$41,922.23 to purchase and install a dump body on a new dump truck cab and chassis.

**COUNCIL ACTION:**



**FLEET MAINTENANCE DIVISION**  
 80 Columbia Ave.  
 Marysville, WA 98270  
 (360) 363-8250

# Purchase Order

Show this Purchase Order Number on all correspondence, invoices, shipping papers and packages. **F\_ 4567**

COPY

TO: Northend Truck Equipment Inc.  
14919 - 40th Ave N.E.  
Marysville, WA 98271  
 ATTENTION: Jim O'Brien (360)653-6066

DATE <u>2-20-07</u>	ACCT. CODE <u>50100048.564000</u>	ORDER NO.
SHIP TO <u>City of Marysville</u> <u>80 Columbia Ave</u> <u>Marysville, WA 98270</u>		

REQUESTED BY	DATE EXPECTED	F.O.B. POINT	SHIP VIA	SUBLET QUOTE	EQUIP. / VEH. NO.
<u>Bob Scott</u>	<u>7-13-07</u>		<u>DRIVER</u>		<u>J018</u>

QTY	REC	B/O	ITEM NO. / DESCRIPTION	UNIT PRICE	EXTENSION	TAX / SHIP	TOTAL	RTY	W/O NO.
1			10/12 Yd Dump Bodies For Western Wash	33032.00	33032.00				
1			INCREASE BODY LENGTH TO 16'	1045.00	1045.00				
1			TAPERED SIDEWALLS	361.00	361.00				
1			Sloped Tailgate	195.00	195.00				
1			ASPHALT DOORS IN TAILGATE (2)	858.00	858.00				
1			FEDERAL 520112 FMK-A HD BEACON LITE	125.00	125.00				
1			6" HYDRAULIC CYLINDER	193.00	193.00				
1			P-50 COMMERCIAL PUMP & A35 VALVE	358.00	358.00				
1			A35 Valve Sections FOR Plow & SANDER	499.00	499.00				
1			H. Duty Hitch Reinforcement w/370A Hitch	1524.00	1524.00				
1			Plow LIGHT PACKAGE	650.00	650.00				
1			DELETE FOLD DOWN LADDER	<del>202.00</del>	<del>202.00</del>				
<b>INVOICE TOTAL AMOUNT →</b>				<b>38638.00</b>	<b>38638.00</b>	<b>3284.23</b>	<b>\$41,922.23</b>		

NOTES: Dump Truck Body - INSTALLED - WITH ABOVE OPTIONS AS PER STATE  
OF WASHINGTON CONTRACT # 12304 - TO BE INSTALLED ONTO INT'L 7600 CAB & CHASSIS

X

AUTHORIZED BY:

RECEIVED BY:

**NORTHEND TRUCK EQUIPMENT ,INC.**

14919 – Ave. NE

Marysville, WA 98271

Ph: (360) 653-6066 Fax: (360) 653-0100

1-800-653-6066

Bob Scott

CITY OF MARYSVILLE.

80 Columbia Ave.

Marysville, WA 98270

February 15, 2007

**Ref. CONTRACTOR STYLE 10/12YD DUMP BODY.**

Per State DOT Dump Body Contract # 12304 Category I

10/12 Yd. Dump bodies for western Washington ... (14.5' body) ...	\$ 33,032.00
Increase body length to 16' (check overhang and consult with OB)	\$ 1,045.00
Tapered sidewalls.	\$ 361.00
Sloped tailgate.	\$ 195.00
Asphalt doors in tailgate. (2)	\$ 858.00
Federal 520112 FMK-A-HD Beacon. Fixed mount center of cab guard.	\$ 125.00
6" hydraulic cylinder.	\$ 193.00
P-50 commercial pump and A35 valve.	\$ 358.00
A35 valve sections for plow and sander circuits.	\$ 499.00
Heavy duty drop style hitch reinforcement w/370A hitch w/pony package.	\$ 1,524.00
Delete fold down ladder on passenger side.	<\$ 202.00>
Plow light package.	\$ 650.00
	<hr/>
Sub-Total	\$ 38,638.00
Sales tax 8.5%	3,284.23
Total	\$ 41,922.23

**Note: Body to be painted Silver****Reference City PO # F 4567****Mounted on customer supplied IH Chassis with 132" c/a, front frame extensions, front PTO provisions and stationary grill**

If you have any questions or need additional information please call me at 206-953-8124.

Sincerely,

NORTHEND TRUCK EQUIPMENT

James E. O'Brien

GOVERNMENT SALES.

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: March 12, 2007**

<b>AGENDA ITEM:</b> Authorizing the Mayor to sign Fiber Optic Lease Agreement with Black Rock Cable, Inc.	<b>AGENDA SECTION:</b> Consent	
<b>PREPARED BY:</b> Worth Norton, Information Services Manager	<b>AGENDA NUMBER:</b>	
<b>ATTACHMENTS</b> 1. Fiber Optic Lease Agreement, Black Rock Cable, Inc.	<b>APPROVED BY:</b> 	
	<b>MAYOR</b> 	
<b>BUDGET CODE:</b> 50300090 542000	<b>AMOUNT:</b> approximately \$494.00 per month and \$1000.00 one time.	

We are proposing to make a fiber connection from the Marysville Public Safety Building to Snohomish County's Data Center. This connection will allow us to connect to the County's Network and to Washington State's Inter Governmental Network (IGN).

We are mandated by the Washington State Patrol to update our WSP Access connection to the State. One method of connection to the WSP Access program is through the IGN, which we are recommending. We also propose using this connection to replace the Court's JIS connection and thereby offsetting some of the monthly costs.

Other applications that may use the IGN connection are the PD's Live Scan and Palm Scan. There are also potential uses of the fiber connection directly to the County's Network including GIS, Property Tax data and the new CAD/RMS/AFR system.

**RECOMMENDED ACTION:**

City staff recommends that the City Council authorizes the Mayor to sign the attached Black Rock Cable Fiber Optic Lease Agreement.

**COUNCIL ACTION:**

## FIBER OPTIC LEASE AGREEMENT

This Fiber Optic Lease Agreement ("**Agreement**") is made and entered into this \_\_\_\_\_ day of February, 2007, ("**Execution Date**") by and between City of Marysville, ("**Customer**") and Black Rock Cable, a Nevada Corporation DBA Black Rock Cable, Inc., registered as a foreign corporation in the State of Washington ("**Black Rock**").

Whereas, Black Rock has the authority under various municipal and county franchise ordinances to construct and maintain various wire line facilities within the rights-of-way of certain counties and municipalities;

Whereas, Black Rock is offering for compensation fiber optic connectivity ("**Fiber**") to customers;

Whereas, the Customer desires to obtain from Black Rock certain Fiber connectivity between locations within Black Rock's franchise authority. Black Rock is willing to do so under the terms and conditions set forth herein.

Accordingly, in consideration of the mutual benefits and obligations set forth herein, the parties agree as follows:

### 1. BLACK ROCK RESPONSIBILITIES FOR FIBER FACILITY

Black Rock shall arrange for the installation and shall install, own, operate and maintain the facility necessary to provide Fiber to the Customer between the demarcation point at the locations, under specific terms and conditions for each such location, described in Exhibit A attached to and made part of this Agreement.

The demarcation point shall be the termination cabinet at each Customer location and shall be the point of separation of responsibility between Black Rock and the Customer. Black Rock shall be responsible for everything including operations and maintenance between the demarcation points and the Customer shall be responsible for everything including operations and maintenance on the Customer side of each demarcation point.

During the term of this Agreement, Black Rock will be responsible for securing and maintaining any and all necessary franchises, permits, easements or agreements necessary for the use of public and private property and the use of utility poles for the construction and maintenance of the Fiber facility. Black Rock will deploy a standard single mode fiber optic product and will perform all work using industry standards.

### 2. FIBER ROUTE AND LOSS BUDGET

Black Rock at all times maintains the discretion to choose the route of the fiber optic lines and such route may not be the most direct route between the locations desired by the Customer. Prior to the execution of this Agreement, Black Rock shall notify the Customer of the proposed fiber footage distance between the locations and the maximum loss budget, which shall be included on Exhibit A to this Agreement. Black Rock reserves the right to change the route of the Fiber that is used for the Customer's connections, provided that the actual optical loss for the re-routed connection is less than the maximum loss budget, which shall be included on Exhibit A to this Agreement.

### 3. DELIVERY OF FIBER FACILITY

When required by Black Rock, the Customer shall promptly facilitate Black Rock's access to the Customer buildings to construct and maintain the Fibers. Black Rock shall notify the Customer in writing that the Fiber has been placed and is ready for use. The date of such notification ("**Start Date**") shall be the first day that the Customer must pay Black Rock a payment under this Agreement for the Fiber.

Black Rock shall provide the Fiber to the Customer within the following time frame: Between 6 and 12 weeks after this agreement is completed. If Black Rock cannot provide the Fiber to the Customer within the aforementioned time frame, the Customer will have the option to void this Agreement and all terms conditions and payments required herein, provided that the reason for Black Rock's inability to deliver the Fiber within the time frame was not force majeure, pursuant to this Agreement.

### 4. TERM

The Term of this Agreement ("**Term**") shall be for one (1) year(s) from the Start Date of this Agreement.

This Agreement shall automatically renewed for one (1) year term ("**Extension Term**") unless either party gives written notice to the other party at least ninety (90) days prior to the expiration of the existing Term or Extension Term.

### 5. COMPENSATION

Customer will be billed for Fiber service from the Start Date on a monthly basis. If necessary, the first invoice for service commencing on the Start Date shall be prorated. Thereafter, monthly lease payments will be invoiced at the beginning of each monthly period. Such payment will be due in thirty (30) days from the date of the invoice. Exhibit A shall contain the monthly lease payment amount and amounts for all non-recurring charges. Payments received after the thirty (30) day period are subject to a 2% penalty on the total including taxes and fees. If payment is not received for any given month within forty-five (45) days of invoice, Fiber connectivity will be subject to suspension for non-payment.

### 6. FIBER CONNECTIVITY RESTORATION, REPAIR & MAINTENANCE

Black Rock must maintain continuity of the Fiber at all times. If the Customer becomes aware that Fiber continuity is lost between locations ("**Failure Event**"), the Customer shall notify Black Rock immediately. Once Black Rock has been notified, Black Rock will inspect the Fiber and report back to the Customer within four (4) hours after gaining access to each terminated end of the Fiber. Black Rock must reestablish continuity of the Fiber as soon as possible or notify the Customer that problems encountered are not due to lack of Fiber continuity. If Black Rock cannot provide continuity within twenty-four (24) hours after notification by the Customer, then the Customer will be allowed a credit equaling two times the effective outage length. This is the Customers sole remedy for loss of continuity.

Black Rock must have the ability to perform emergency and regular maintenance of the Fiber. Such maintenance may require that the Fiber continuity be disrupted for a period of time. Black Rock shall coordinate with the Customer to schedule regular maintenance at times that are mutually convenient to both parties.

Within fourteen (14) days of the Failure Event the Customer shall document in a written notice to Black Rock the date, time and duration of the Failure Event.

If during a thirty (30) day period there is one (1) Failure Event not caused by emergency and or regular maintenance of the Fiber the customer shall give written notice to Black Rock within fourteen (14) days of the latest Failure Event documenting the Failure Event.

During the term of this Agreement, Black Rock will provide all outside plant maintenance of the Fiber at no additional cost to the Customer. If maintenance is required due to any acts of the Customer or employees or agents of the Customer, the Customer will be responsible for all costs of maintenance related to the specific act.

Black Rock will need access to interior areas to access the demarcation points. The customer shall provide 24/7 escorted access as necessary to repair and maintain the Customer Fiber.

## **7. CREDITS FOR LOSS OF CONTINUITY**

Credits for loss of continuity will not be issued by Black Rock, if failure to restore connectivity is attributable to any of the following: (a) unavailability during any regular maintenance of the Fiber; (b) unavailability caused by the Customers applications, equipment, or facilities; (c) unavailability due to acts or omissions of a Customer; (d) unavailability due to electronics associated with the actual transport or conversion of information moving through the Fiber; (e) unavailability due to any other factor other than unavailability due solely and directly as a result of the physical facilities comprising the Fiber; or (f) unavailability due to reasons of Force Majeure.

## **8. TERMINATION FOR REPEATED LOSS OF CONTINUITY**

After giving written notice of three (3) Failure Events in a three month period, the Customer shall have the option to terminate this Agreement if the Failure Events are not attributable to any of the following: (a) unavailability during any regular scheduled maintenance of the Fiber; (b) unavailability caused by the Customers applications, equipment, or facilities; (c) unavailability due to acts or omissions of a Customer; (d) unavailability due to electronics associated with the actual transport or conversion of information moving through the Fiber; (e) unavailability due to any other factor other than unavailability proximately caused by Black Rocks breach of and obligation under this agreement; or (f) unavailability due to reasons of Force Majeure. If the Customer exercises this option to terminate this agreement because of repeated Failure Events then the Customer must within thirty (30) days of latest Failure Event provide written notice to Black Rock of its intent to terminate and Black Rock shall provide the Fiber to the Customer for up to sixty (60) days in order that the Customer may transition to another provider or service, provided that the Customer is otherwise in compliance with this Agreement. If the Customer does not provide written notice of its intent to exercise the option to terminate within thirty (30) days, the Customer shall lose its option to terminate this Agreement only with respect to any previous loss of Failure Events.

## 9. LIMITATIONS OF LIABILITY

Notwithstanding any provision of this Agreement to the contrary, except to the extent caused by its own willful misconduct, neither party shall be liable to the other party for any special, incidental, indirect, punitive or consequential damages including, but not limited to, loss of profits or revenue, cost of capital, or claims of customers, (whether arising out of transmission interruptions or problems, any interruption or degradation of service or otherwise), whether foreseeable or not, arising out of, or in connection with either party's performance or non performance of its respective obligations under this Agreement or any other cause or nature whatsoever and all claims with respect to which such special, incidental, indirect, punitive or consequential damages are hereby specifically waived.

## 10. CUSTOMER RESTRICTIONS ON USE OF FIBER

Black Rock will provide Fiber to the Customer with no bandwidth restrictions. The Customer warrants that it will use the Fiber only for legal and authorized purposes. The Fiber optic connection will be provided as a discreet and dedicated connection for the Customer. The Customer must use the Fiber for internal purposes only and cannot resell the Fiber to any other without the written consent of Black Rock.

## 11. INDEMNIFICATION

Subject to the provisions of this Agreement, Black Rock hereby releases and agrees to indemnify, defend, protect and hold harmless Customer, its directors, officers, stockholders, agents, and employees, and its respective successors or permitted assigns from and against: (i) any and all causes of action, demands, claims, suits, losses, judgments or costs (collectively "**Damages**") which may be brought by or asserted by any third party against Customer related to Black Rock's design, construction, maintenance or operation or use of the Fiber, or (ii) each and every breach, or material default by Black Rock of any of its covenants, agreements, duties or obligations hereunder, or (iii) any violation by Black Rock of any regulation, rule, statute or court order of any local, state or federal governmental agency, court or body in connection with Black Rock's performance of its obligations under this Agreement, or (iv) damages directly attributable to the negligent act or omission or willful misconduct of Black Rock.

Subject to the provisions of this Agreement, Customer hereby releases and agrees to indemnify, defend, protect and hold harmless Black Rock, its directors, officers, stockholders, agents, and employees, and its respective successors or permitted assigns from and against: (i) any and all causes of action, demands, claims, suits, losses, judgments or costs (collectively "**Damages**") which may be brought by or asserted by any third party against Black Rock related to Customer's maintenance, operation or use of the Fibers, or (ii) each and every breach, or material default by Customer of any of its covenants, agreements, duties or obligations hereunder, or (iii) any violation by Customer of any regulation, rule, statute or court order of any local, state or federal governmental agency, court or body in connection with Customer's performance of its obligations under this Agreement, or (iv) damages directly attributable to the negligent act or omission or willful misconduct of Customer.

## **12. RESOLUTION OF DISPUTES**

The parties shall attempt to resolve by negotiation and compromise any disputes as to the validity or enforcement of any term or provision of this Agreement. Failing such compromise, such claim or assertion shall be settled by binding arbitration. Venue of any such proceeding shall be in Bellingham, Whatcom County, Washington. There shall be one arbitrator agreed upon by the parties, or if the parties cannot agree on that arbitrator within two (2) days of the initial arbitration demand, the arbitrator shall be selected by the administrator of the American Arbitration Association ("AAA") office closest to Bellingham, Washington. The arbitrator selected by AAA shall reside in, or as close to, Bellingham as practical. The arbitration shall be conducted under the AAA Commercial Arbitration Rules with Expedited Procedures in effect. The arbitrator may award injunctive relief or any other remedy available from a judge, including temporary restraining orders or injunctions or the joinder of parties or consolidation of the arbitration proceedings with any other proceedings involving common issues of law or fact or which may promote judicial economy. Pending appointment of an arbitrator, any party to a claim or assertion may apply to a court of competent jurisdiction for such interim order or relief as may be appropriate, including temporary restraining orders or injunctions, provided that once the arbitrator is appointed, all further interim relief, including temporary restraining orders or injunctions, shall be awarded by the arbitrator whose powers in that regard shall include the power to vary or dissolve any temporary order or relief granted by the court. The arbitrator in such proceedings shall award to the substantially prevailing party reasonable attorney's fees and costs incurred by the substantially prevailing party in conjunction with such dispute.

## **13. ASSIGNMENT & TRANSFER**

The covenants and conditions herein contained shall apply to and bind the heirs, successors, executors, administrators and assigns of all of the parties hereto and all of the parties shall be jointly and severally liable hereunder. The Customer may not assign this Agreement without the written consent of Black Rock, which consent shall not be unreasonably withheld.

## **14. REPRESENTATION & WARRANTY**

The signatories of this Agreement represent and warrant that they are authorized to execute this Agreement on behalf of the entities which are party to this Agreement, bind their respective entities to this Agreement; that the parties are registered to do business in the State of Washington and that the execution of this Agreement has been approved by the governing boards, members or partners, if any, of the parties to this Agreement.

## **15. FORCE MAJEURE**

Neither party shall be in default under this Agreement if, and to the extent that, any failure or delay in such party's performance of one or more of its obligations hereunder is caused by any of the following conditions, each of which shall constitute a force majeure, and the affected party shall be released from liability and shall suffer no prejudice for the failure of performance of its obligation or obligations, and, if the construction schedule is affected, the Start Date shall be excused and extended for and during the period of any such delay: any circumstance beyond the reasonable control of the affected party, including without limitation, any change of circumstances not reasonably foreseen at the time this Agreement was executed which is beyond the reasonable control of the affected party, and which materially affects the ability of the

affected party to perform its obligations hereunder; any act of God; fire; flood; lack of or delay in transportation; the adoption or amendment of government codes, ordinances, laws, rules, regulations or restrictions that materially impair the affected party's performance hereunder; war or civil disorder; strikes, lock-outs or other labor disputes; failure of a third party to grant or recognize an obligation to Black Rock (provided Black Rock has made timely and reasonable commercial efforts to obtain the same).

**16. ENTIRE AGREEMENT**

This Agreement constitutes the full and final agreement between the parties hereto and incorporates and supersedes all prior agreements and negotiations. It may not be modified or supplemented in any manner whatsoever, except upon the written agreement of all parties hereto.

FOR  
CUSTOMER

FOR  
BLACK ROCK CABLE, INC.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT A**

**TO FIBER OPTIC LEASE AGREEMENT  
BETWEEN BLACK ROCK CABLE, INC. AND  
CUSTOMER**

**LOCATIONS / WORK PROVIDED**

The Customer has indicated a desire for a single wavelength of a single mode fiber optic connectivity between:

City of Marysville  
Public Safety  
1635 Grove Street  
Marysville WA

And

Snohomish County  
Data Center  
3000 Rockefeller  
Everett, WA

**FIBER DISTANCE AND LOSS BUDGET**

The proposed distance of the Fiber is less than 22 km and the maximum loss budget at 1310nm is 16 db.

**INSTALLATION CHARGES**

The one-time charge to install the Fiber shall be as follows:

County DataCenter	n/c
Public Safety	\$1,000.00

**PRICING**

The monthly price for the lease of the facility and maintenance is \$470.00 plus applicable fees and taxes (currently franchise fee of 5%). Taxes and fees are subject to change.

CITY OF MARYSVILLE  
Marysville, Washington

**DRAFT**  
**2/28/07**

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

AN ORDINANCE OF THE CITY OF MARYSVILLE,  
WASHINGTON AMENDING MARYSVILLE MUNICIPAL CODE  
SUBSECTIONS 2.51.040(1) AND (2) RELATING TO THE DUTIES  
OF THE SALARY COMMISSION.

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

Section 1. MMC 2.51.040(1) is hereby amended to read as follows:

"2.51.040 Duties.

(1) The commission shall have the duty to meet annually between January 1 and March 31 commencing the year 2007; to review the salaries paid by the city to each elected city official. If after such review the commission determines that the salary paid to any elected city official should be increased or decreased, the commission shall file a written salary schedule with the city clerk indicating the increase or decrease in salary."

**Deleted:** April  
**Deleted:** June 30  
**Deleted:** 2006

Section 2. MMC 2.51.040(2) is hereby amended to read as follows:

"(2) Any increase or decrease in salary established by the commission shall become effective and incorporated into the city budget for the balance of the current year and thereafter, until revised, without further action of the city council or Salary Commission. Any change in the meeting reimbursement amount may become effective immediately."

**Deleted:** year following commission review  
**Deleted:** the  
**Deleted:** commission

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

W/ mv/am.ord.salary.comm.R

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_ day of March, 2007.

CITY OF MARYSVILLE

By \_\_\_\_\_  
DENNIS KENDALL, Mayor

ATTEST:

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

Approved as to form:

By \_\_\_\_\_  
GRANT K. WEED, City Attorney

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

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

W/ mv/am.ord.salary.comm.R

**CITY OF MARYSVILLE  
EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE:** March 12, 2007

<b>AGENDA ITEM:</b> Surplus Fleet Vehicle #514 – Ford Jet Truck	<b>AGENDA SECTION:</b>	
<b>PREPARED BY:</b> Mike Shepard , Fleet & Facilities Manager	<b>AGENDA NUMBER:</b>	
<b>ATTACHMENTS:</b> Resolution declaring certain items to be surplus	<b>APPROVED BY:</b>	
	<b>MAYOR</b> <i>JZK</i>	<b>CAO</b> <i>MS</i>
<b>BUDGET CODE:</b> 501186365.359000 (Fleet Replacement Fund)	<b>AMOUNT</b> TBD	

This Ford Jet Truck was purchased by Public Works back in 1974 and it was used to jet out debris in sewer and surface water utility systems. This vehicle is obsolete and it has not been used in the last two years. The City now uses the more efficient vector truck to perform removal of debris from the City's utility systems.

**RECOMMENDED ACTION:**

Staff recommends that Marysville City Council authorize the Mayor to sign Resolution No. \_\_\_\_ declaring items of personal property to be surplus and authorizing the sale or disposal thereof.

**COUNCIL ACTION:**



**CITY OF MARYSVILLE**  
Marysville, Washington

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY OF MARYSVILLE DECLARING  
CERTAIN ITEMS OF PERSONAL PROPERTY TO BE SURPLUS  
AND AUTHORIZING THE SALE OR DISPOSAL THEREOF.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE,  
WASHINGTON AS FOLLOWS:

The items of personal property listed below are hereby declared to be surplus  
and are of no further public use or necessity.

<b>Asset #</b>	<b>Year</b>	<b>Make</b>	<b>Model</b>	<b>Description</b>	<b>Serial Number</b>
514	1974	Ford	Jet Truck	Operational	F61DCT05057

The City is hereby authorized to sell or dispose of the above referenced items in  
a manner, which in the discretion of the Fleet and Facilities Manager nets the  
greatest amount to the City.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of  
\_\_\_\_\_ 2007.

CITY OF MARYSVILLE

\_\_\_\_\_  
MAYOR

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

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

CITY OF MARYSVILLE  
Marysville, Washington

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF MARYSVILLE AUTHORIZING A  
\$1,170,876.08 INTERFUND LOAN FROM THE WATER WORKS  
UTILITY FUND 401 TO THE STREET CONSTRUCTION FUND 305,  
AND PROVIDING FOR PAYMENT AND A FORMULA FOR PAYMENT  
OF INTEREST.**

WHEREAS, it was determined to seek long-term financing to fund on going and new street construction projects; and

WHEREAS, the need for short-term financing is necessary and accordingly, establish an interfund loan from the Water Works Utility Fund 401 to the Street Construction Fund 305; and

WHEREAS, the Water Works Utility Fund 401 is able to loan the funds and will not require the loaned funds during the loan period; and

WHEREAS, interest on said loan is subject to interest imposed at a rate as set forth by the Local Government Investment Pool; and

WHEREAS, the Street Construction Fund 305 is obtaining permanent financing and will have the ability to repay said loan and interest when permanent financing is complete;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON AS FOLLOWS:

Section 1. Loan.

There is established an interfund loan in the amount of \$1,170,876.08 from the Water Works Utility Fund 401 to the Street Construction Fund 305.

Section 2. Interest.

The interest rate shall be adjusted monthly on the last day of each month as set by the Local Government Investment Pool (LGIP) Anticipated Gross Earnings Rate.

Section 3. Repayment.

The Loan shall be repaid with interest from the Street Construction Fund 305 to the Water Works Utility Fund 401 on or before December 31, 2007.

Section 4. Ratification.

RESOLUTION 2007 INTERFUND LOAN FROM FUND 401 TO FUND 305  
/wpf/mv/res.2007.Interfund Loan Fund 401 to Fund 305 r

Any act consistent with the authority and prior to the effective date of this resolution is hereby ratified and affirmed

Section 5. Severability.

If any section, sentence, clause or phrase of this resolution should be held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this resolution.

Section 6. Effective Date.

This resolution shall take effect immediately upon passage by the Marysville City Council.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

CITY OF MARYSVILLE

By \_\_\_\_\_  
Dennis Kendall, MAYOR

Attest:

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

Approved as to from:

By \_\_\_\_\_  
Grant K. Weed CITY ATTORNEY

CITY OF MARYSVILLE  
Marysville, Washington

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION CONCERNING THE CITY OF MARYSVILLE’S  
COMMITMENT TO THE DEVELOPMENT AND CONSTRUCTION  
OF AN INDEPENDENT STAND-ALONE FOUR-YEAR  
POLYTECHNIC UNIVERSITY IN SNOHOMISH COUNTY

WHEREAS, the City of Marysville finds that even with the expansion of existing higher education institutions, the needs of over fifteen thousand area students are forecast to be unmet by 2025 without action to improve access to higher education in the greater Snohomish County region; and

WHEREAS, the Governor’s educational budget shows a projected 44 percent shortfall between Computer Science degrees produced in state and state business demand; and

WHEREAS, the Governor’s educational budget shows a projected 32 percent shortfall between Engineering and Applied Science degrees produced in state and state business demand; and

WHEREAS, the City of Marysville recognizes that the State of Washington has a vibrant economy paced by world class technology-based businesses such as Boeing, Microsoft, and Nintendo; the City further recognizes that the State lacks an institution dedicated to the specific educational needs of the math and science workforce; and

WHEREAS, the City of Marysville further finds that many qualified high school students are not gaining slots in the state’s current four year institutions; and

WHEREAS, local businesses have stated that there is a lack of qualified in-state college educated applicants for math, science and technology based employment positions; and

WHEREAS, the City of Marysville cannot afford to take the future of our students for granted if our citizens are to have access to jobs and prosperity and if we are to have a stable, diverse, robust economy; and

WHEREAS, the Governor’s Local Advisory Committee study found the cost difference between a new independent four-year university as opposed to the expansion of community colleges/development of a branch campus concept to be negligible; and

WHEREAS, the City of Marysville finds that a four-year polytechnic university will add capacity to the current system, serve a geographic region that is currently underserved, emphasize the jobs that are in demand and place a university among the very employers who demand Washington’s best and brightest; and

WHEREAS, the City of Marysville recognizes that regardless of site selection, the development of a four-year, independent stand-alone university in Snohomish County will benefit the citizens, students, businesses and economy of the City of Marysville and surrounding area;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE, Washington as follows:

1. The City of Marysville supports a regional commitment to the development of a world-class, stand-alone four-year polytechnic university to be located in Snohomish County.
2. The City of Marysville encourages the Washington State Legislature to act on the aforementioned needs by securing lands and developing a master plan and governance model for the stated university.
3. The City of Marysville will work with elected officials and neighboring cities to further the cause of locating said university within Snohomish County.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_ day of March, 2007.

CITY OF MARYSVILLE

By \_\_\_\_\_  
DENNIS KENDALL, Mayor

ATTEST:

By \_\_\_\_\_  
Lillie Lein, Deputy City Clerk

Approved as to form:

By \_\_\_\_\_  
GRANT K. WEED, City Attorney