

Joint Marysville City Council and Planning Commission Work Session
March 17, 2008 **7:00 p.m.** **City Hall**

Call to Order

Pledge of Allegiance

Roll Call

Committee Reports

Presentations

1. Introduction of the Smokey Point Master Plan.

Discussion Items

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

2. Approval of March 3, 2008 City Council Meeting Minutes.
3. Approval of March 17, 2008 City Council Work Session Minutes.

Consent

4. Approval of March 5, 2008 Claims in the Amount of \$422,232.73; Paid by Check No.'s 45552 through 45765 with no Check No.'s Voided.
5. Approval of March 12, 2008 Claims.
6. Approval of March 19, 2008 Claims.
7. Approval of March 5, 2008 Payroll in the Amount of \$1,116,174.19; Paid by Check No.'s 19252 through 19316.
8. Approval of March 20, 2008 Payroll.

Review Bids

Public Hearings

New Business

9. Approval of Fireworks Applications.
10. Professional Services Agreement with River Oaks Communications for Video-Cable Consultant Services.

Work Sessions are for City Council study and orientation – Public Input will be received at the March 24, 2008 City Council meeting.

[illegible]

11. Supplemental Agreement No. 1 to the Professional Services Agreement with HDR Engineering, Inc. in the Amount of \$69,351.00.
12. A **Resolution** of the City of Marysville Declaring Certain Multiple Items of Personal Property to be Surplus and Authorizing the Sale or Disposal Thereof.
13. A **Resolution** of the City of Marysville Accepting a Contribution to Assist in the Cost of an Outdoor Cinema from the Snohomish/Camano Island Board of Realtors.

Legal

14. Recovery Contract for Sewer; K & D Development, LLC.
15. Recovery Contract for Sewer; Darling Investment, LLC.

Mayor's Business

Staff Business

Call on Councilmembers

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.

Call to Order/Pledge of Allegiance/Roll Call	7:00 p.m.
Approval of Minutes	
Approve February 25, 2008 City Council Meeting Minutes.	Approved
Presentations	
Consent Agenda	
Approve February 27, 2008 Claims in the Amount of \$163,046.81; Paid by Check No.'s 45449 through 45551 with Check No. 45217 Voided.	Approved
Review Bids	
Public Hearings	
Current Business	
New Business	
Approve Interlocal Agreement between Chelan County, Washington and the City of Marysville, Washington, for the Housing of Inmates in the Chelan County Regional Justice Center.	Approved
Approve The Glen at Whiskey Ridge-Final Plat Mylar.	Approved
Staff Business	
Call on Councilmembers	
Information Items	
Adjournment	7:45 p.m.
Executive Session	7:55 p.m.
Pending Litigation – update on one item	
Adjournment	8:10 p.m.

COUNCIL



MINUTES

Regular Meeting

March 3, 2008

Call to Order / Invocation / Pledge of Allegiance

Mayor Dennis Kendall called the March 3 Work Meeting of the Marysville City Council to order at 7:00 p.m. at Marysville City Hall. There was no invocation. 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: Councilmember Jon Nehring, Councilmember Lee Phillips, Councilmember Carmen Rasmussen, Councilmember Jeff Seibert, Councilmember John Soriano, Councilmember Jeff Vaughan and Councilmember Donna Wright

Absent: None

Also Present: Chief Administrative Officer Mary Swenson, Finance Director Sandy Langdon, Police Chief Rick Smith, Community Development Director Gloria Hirashima, Public Works Director Paul Roberts, Commander Rob Lamoureux, Community Information Officer Doug Buell, Information Services Manager Worth Norton, City Clerk Tracy Jeffries, and Recording Secretary Laurie Hugdahl

Committee Reports

Councilmember John Soriano reported on the Public Safety Committee meeting last Wednesday where the following topics were discussed:

- New badges were displayed. The badge design was a joint effort by Larry Buell and a local school teacher
- 8 vacancies – 4 new hires soon
- New police dog in training. Derek Oates will be the handler
- Drug Task Force update
- Business plan is coming to Council by March 17

- There will be a tabletop simulation of an earthquake disaster scenario on March 5. Three counties will be participating, as well as the fire district and public works department.
- Two men involved in the Burger King fire were apprehended. The detectives utilized software which enhances surveillance videos.
- Two taggers were arrested at the Safeway store.
- The committee had a tour of the Public Safety Building remodel.

Presentations

A. Employee of the Month Award

Police Officer Mike Buell was awarded Employee of the Month for February 2008

Accounting Technician Sherry Buell received her 5-year service award.

Audience Participation - None

Approval of Minutes

1. Approval of February 25, 2008 City Council Meeting Minutes.

Councilmember Seibert referred to Councilmember Vaughan's comments on page 9 of 10. Under the second bullet, the word *dwellers* should be changed to *residents*.

Motion made by Councilmember Seibert, seconded by Councilmember Vaughan, to approve the minutes as amended. **Motion** passed unanimously (7-0).

Consent

2. Approval of February 27, 2008 Claims in the Amount of \$163,046.81; Paid by Check No.'s 45449 through 45551 with Check No. 45217 Voided.

Motion made by Councilmember Nehring, seconded by Councilmember Wright, to approve the Consent Agenda. **Motion** passed unanimously (7-0).

Review Bids - None

Public Hearings - None

New Business

3. Interlocal Agreement between Chelan County, Washington and the City of Marysville, Washington, for the Housing of Inmates in the Chelan County Regional Justice Center.

Councilmember Rasmussen referred to page 5 and 6 of 10. The contact telephone numbers and references to dispatch should be corrected. She referred to the Executive Summary which says that the persons are provided a bus ticket back to Everett. She noted that it wasn't addressed in the contract and asked if it needed to be. Chief Smith said that the City doesn't necessarily provide the ticket. His understanding is that the bus fare comes from Chelan or a jail bus back to the area. Grant Weed referred to Section 20 of Agreement, item C which addresses this.

Chief Smith noted that the fee was increased to \$55 in this Agreement.

Motion made by Councilmember Nehring, seconded by Councilmember Soriano, to authorize the Mayor to sign the Chelan agreement for jail services as amended with the references to dispatch and the contact telephone numbers. **Motion** passed unanimously (7-0).

4. The Glen at Whiskey Ridge-Final Plat Mylar.

Motion made by Councilmember Wright, seconded by Councilmember Vaughan, to approve the final plat for the Glen at Whiskey Ridge. **Motion** passed unanimously (7-0).

Legal - None

Mayor's Business

Mayor Kendall discussed itinerary and arrangements for Council's upcoming trip to Washington DC.

Staff Business

Doug Buell gave an update on the woodstove replacement program. There will be an introductory meeting with Verizon on March 13 to discuss a video franchise agreement. The City will be hiring a franchise consultant to assist with negotiations. The Consultant Agreement for that will be coming to Council in March.

Mayor Kendall noted that OSPI will be holding a meeting regarding gangs at the high school tomorrow night from 7-9.

Paul Roberts reported that the City's transportation package was sent to Rick Larsen, Maria Cantwell and Patty Murray's offices. Marysville has coordinated the submittal with the Tribes, DOT, Snohomish County and Arlington and has received letters of support from most of those agencies. He discussed projects that were included in the package.

Chief Smith asked Council to inquire about COPS grants, SRO funding etc. when they are in Washington DC

He met with Sheriff Lovick today to discuss issues they are both facing.

He commended detectives on the apprehension in the Burger King fire. The software worked great and really helped with this.

He passed around the new badge for all to see

Mary Swenson commented that Marysville was selected by OSPI (Office of the Superintendent of Public Instruction) to discuss the gang issue because the City is so proactive with this issue.

She acknowledged Public Works Director Paul Roberts and his staff for all the work they did to get the appropriation requests in. This was a huge project.

She noted that they would need a 10-minutes executive session to discuss potential litigation. No action would be taken.

Grant Weed had no comments.

Sandy Langdon had no comments.

Gloria Hirashima announced that Council would be having a joint workshop on March 17 with the Planning Commission to discuss the rollout of the Smokey Point Master Plan.

Call on Councilmembers

Jeff Vaughan requested an update on the city business licenses streamlining process. Gloria Hirashima gave a brief update and indicated more reports would be coming to Council in the near future.

Donna Wright attended the groundbreaking for new fire station 66 today.

Jon Nehring commended staff on the trail meeting last Thursday. He said he had been contacted about the possibility of a curfew on the park. Mary Swenson thought it would be closed at dusk. He also relayed concerns about the possibility of kids cutting school and hanging out back there.

He wished Mayor Kendall a happy birthday.

John Soriano commended Jim Ballew's participation at the trail meeting. He also thought it was a good meeting.

Lee Phillips had no comments.

Carmen Rasmussen attended a going away event today for Maggie Buckholz at the library. She commended Maggie's contributions to Marysville and expressed that she would be missed.

Jeff Seibert commented that the Gang Task Force spot on TV reaffirmed that Marysville is being proactive.

Adjourn

Mayor Kendall recessed at 7:45 into Executive Session which began at 7:55 and lasted for fifteen minutes, until 8:10 p.m. No action was taken.

Executive Session

- A. Litigation – one pending litigation item.
- B. Personnel
- C. Real Estate

Adjournment

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

Approved this _____ day of _____, 2008.


Mayor
Dennis Kendall

Asst. Admin. Svcs. Director
Tracy Jeffries

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: March 24, 2008

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 March 5, 2008 claims in the amount of \$422,232.73 paid by Check No.'s 45552 through 45765 with no Check No.'s voided.

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
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 **CLAIMS** IN THE AMOUNT OF **\$422,232.73 PAID BY CHECK NO.'S 45552 THROUGH 45765 WITH NO CHECK NO.'S VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

J. Hammon
AUDITING OFFICER

3/16/08
DATE

MAYOR

DATE

WE, THE UNDERSIGNED COUNCILMEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **5TH DAY OF MARCH 2008.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

DATE: 3/5/2008
TIME: 11:53:05AM

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 2/28/2008 TO 3/5/2008

PAGE: 1

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
45552	AABCO BARRICADE CO INC	MISC SIGNS	40142080.531000.	1,080.83
	AABCO BARRICADE CO INC		40145040.548000.	1,080.84
45553	ACCIS	IS CONFERENCE-NORTON/BROWN	50300090.549000.	500.00
45554	HELEN M. ADKINS	UTILITY TAX REBATE	00102520.549010.	83.79
45555	AUTOMATIC FUNDS TRANSFER SERVICES	REMITTANCE PROCESSING JAN 08	00143523.541000.	1,159.86
45556	AMERICAN APPRAISAL ASSOCIATES INC	30% OF CONTRACT INFRASTRUCTURE	00199513.541000.	765.00
	AMERICAN APPRAISAL ASSOCIATES INC		10111230.541000.	765.00
45557	AWWA NW SUBSECTION	08 ANNUAL CONF & EXPO-LARSON	40143410.549020.	795.00
45558	AWWA NW SUBSECTION	08 PNWS/AWWA CONF-HAWLEY	40143410.549020.	380.00
45559	HEATHER ANDRUS	INSTRUCTOR SERVICES	00105120.541020.	32.00
45560	ARAMARK UNIFORM SERVICES	MAT CLEANING- PW ADMIN BLDG	40143410.549000.	99.75
	ARAMARK UNIFORM SERVICES	MAT CLEANING- MEZZANINE	40143780.549000.	15.63
	ARAMARK UNIFORM SERVICES		40143780.549000.	15.63
	ARAMARK UNIFORM SERVICES		40143780.549000.	24.51
	ARAMARK UNIFORM SERVICES		40143780.549000.	24.51
	ARAMARK UNIFORM SERVICES	MECH UNIFORM	42047165.526000.	21.28
	ARAMARK UNIFORM SERVICES		42047165.526000.	21.28
	ARAMARK UNIFORM SERVICES	UNIFORM CLEANING	50100065.526000.	58.25
45561	EVELYN ARIES	UTILITY TAX REBATE	00102520.549010.	59.15
45562	ASCOM HASLER/GE CAP PROG	POSTAGE METER	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		00101130.531000.	44.27
	ASCOM HASLER/GE CAP PROG		00143523.531000.	44.27
45563	ASE	REGISTRATION&TEST FEE FOR ASE	50100065.549100.	59.00
45564	ASSOCIATION OF WASHINGTON CITIES	COMMUNITY SURVIVORS WRKSH	00102020.549000.	200.00
45565	RUDI WAECHTER	GLASS TINTING 08 AVENGER	50100048.564000.	309.23
45566	BAG BOY	CLIP LOCK STAND BAG	420.141100.	80.00
45567	BAMBREW ESPRESSO	ESPRESSO DAY COUPONS	00100310.549010.	54.25
45568	BANK OF AMERICA	CONF.MTG REIMBURSEMENT	00100020.549000.	48.56
	BANK OF AMERICA		00100060.549000.	133.29
	BANK OF AMERICA		00100110.549000.	312.51
	BANK OF AMERICA		00100310.549000.	58.61
	BANK OF AMERICA		00100720.549000.	48.56
	BANK OF AMERICA		00101023.549000.	48.56
	BANK OF AMERICA		00102020.549000.	60.72
	BANK OF AMERICA		00103010.549000.	48.56
	BANK OF AMERICA		00105380.549000.	48.56
	BANK OF AMERICA		40143410.549000.	82.94
45569	BANK OF AMERICA	TRAINING REIMB	00103121.543000.	434.00
	BANK OF AMERICA		00103121.549100.	630.43
45570	BANK OF AMERICA	TRAVEL REIMB	00103010.543000.	287.50
45571	BATES, CRYSTAL	UB 986012000001 6012 50TH ST N	410.122100.	57.71
45572	OWEN EQUIPMENT COMPANY	SUCTION TUBE	50100065.534000.	618.79
45573	BERGER/ABAM ENGINEERS INC	PAY EST # 1 ON CONTRACT #2	30500030.563000.R0604	95,657.39
45574	GOLDIE L BERGSTROM	UTILITY TAX REBATE	00102520.549010.	68.07
	GOLDIE L BERGSTROM		40143410.549070.	41.76
	GOLDIE L BERGSTROM		40143410.549071.	114.84
45575	BEST BUY STORES LP	UB 221692400000 16924 TWIN LAK	401.122110.	798.14
45576	BETTER ROADS MAGAZINE	SUBSCRIPTIONS	10111230.549000.	49.90
45577	BILLS BLUEPRINT INC	MATERIALS	00100020.535000.	108.55
45578	BLACKBURN PROPERTIES INC	UB 800060000001 6029 57TH DR N	401.122110.	54.00
45579	BLUMENTHAL UNIFORMS & EQUIPMENT	REPLACEMENT PANTS- RICHES	00103222.526000.	205.80
45580	DAVID & CHAROLETTE BOWER	UTILITY TAX REBATE	00102520.549010.	59.35
45581	BRAINSTORM INC.	OUTLOOK 07 TRAINING MATERIAL	503.231700.	-11.03
	BRAINSTORM INC.		50300090.531000.	140.78
45582	CABLE WHOLESALE	PERIPHERAL REPLACEMENTS	503.231700.	-1.40

DATE: 3/5/2008
TIME: 11:53:05AM

CITY OF MARYSVILLE
INVOICE LIST
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PAGE: 2

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
45582	CABLE WHOLESALE	PERIPHERAL REPLACEMENTS	50300090.535000.	17.86
45583	CAMPBELL, DAVE & MARY	UB 620080000000 11520 37TH AVE	401.122110.	366.80
45584	CARA MIAS SWEETIES TREATIES LLC	EMP APPRECIATION ESPRESSO DAY	00100310.549010.	379.75
45585	LILA CARLSON	UTILITY TAX REBATE	00102520.549010.	9.12
45586	MARJORIE CARLSON	REFUND DEPOSIT FOR RENTAL	001.239100.	58.00
45587	CARR'S ACE HARDWARE	3 PKGS LIGHT BULBS	40140080.531000.	12.99
	CARR'S ACE HARDWARE	FLOOD LIGHT SOCKET	40142480.548000.	5.41
45588	CASCADE MAILING	UB MAILING	00143523.542000.	150.94
	CASCADE MAILING		00143523.542000.	160.69
45589	CDW GOVERNMENT INC	USB CABLE	00103010.531000.	17.35
	CDW GOVERNMENT INC	PRINTER FOR PSB ADMIN	00103010.531000.	315.50
	CDW GOVERNMENT INC	MISC PERIPHERAL EQUIP	50300090.535000.	23.96
45590	CEMEX	CLASS B	10110130.531000.	334.72
45591	CI TECHNOLOGIES INC	IA PRO FOR PRO STANDARDS, TECH	104.231700.	-850.00
	CI TECHNOLOGIES INC		10400022.549000.	10,850.00
45592	EDNA CLAY	UTILITY TAX REBATE	00102520.549010.	56.80
45593	CODE PUBLISHING INC	CODE ELEC UPDATE ONL;Y FEB 08	00101130.549000.	141.57
45594	COLUMBIA PAINT & COATINGS	PAINT BRUSHED, COVERS, LINERS	40143780.531000.	65.45
45595	COMCAST	PRO SHOP CABLE SERVICE	42047165.549000.	89.82
45596	COMMERCIAL MAINTENANCE CHEMICAL C	5 GALLON BUCKET ROOT KILL	401.231700.	-20.15
	COMMERCIAL MAINTENANCE CHEMICAL C		40142080.531000.	257.13
45597	CONSOLIDATED ELECTRIAL DIST INC	LAMPS & CIRCUIT TESTER	40143410.531000.	60.61
	CONSOLIDATED ELECTRIAL DIST INC		40143780.531000.	60.61
	CONSOLIDATED ELECTRIAL DIST INC	29505 AND PIC A WATT INTERIOR	40143780.531000.	152.58
	CONSOLIDATED ELECTRIAL DIST INC	LIGHT BULBS	42047165.531000.	57.99
45598	SHERRI COOPER	UTILITY TAX REBATE	00102520.549010.	43.00
45599	WA DEPT OF CORRECTIONS	INMATE FOOD	00103960.531250.	1,649.24
45600	ELEANOR CRAIG	UTILITY TAX REBATE	00102520.549010.	63.44
45601	DALLA CRAM		00102520.549010.	10.01
45602	CUES	BRASS ADAPTERS	40142080.531000.	185.75
	CUES	GATOR TAIL GUIDES	40142080.531000.	199.22
	CUES	BRASS ADAPTERS	40145040.548000.	185.76
	CUES	GATOR TAIL GUIDES	40145040.548000.	199.23
45603	CUMMINS NORTHWEST INC	SERVICE CALL	40142280.541000.	2,314.45
45604	CUZ CONCRETE PRODUCTS	CONCRETE RISERS AND JET SET	40142080.548000.	1,224.53
45605	KIMBERLEE DANIELSON	INSTRUCTOR SERVICES	00105120.541020.	476.00
45606	DATABASE SECURE RECORDS DESTRUCTIO	MONTHLY SHREDDER SERVICE	00100020.531000.	2.55
	DATABASE SECURE RECORDS DESTRUCTIO		00100050.548000.	19.50
	DATABASE SECURE RECORDS DESTRUCTIO		00101130.541000.	8.50
	DATABASE SECURE RECORDS DESTRUCTIO		00102020.531000.	2.55
	DATABASE SECURE RECORDS DESTRUCTIO		00105250.531000.	8.50
	DATABASE SECURE RECORDS DESTRUCTIO		00105380.531000.	8.50
	DATABASE SECURE RECORDS DESTRUCTIO		40143410.531000.	2.55
	DATABASE SECURE RECORDS DESTRUCTIO		50100065.531000.	0.42
	DATABASE SECURE RECORDS DESTRUCTIO		50200050.531000.	0.43
45607	DAVIS, CAROLYN	UB 070730000001 9515 57TH DR N	401.122110.	11.80
45608	LUANA DEFREITAS	INSTRUCTOR SERVICES	00105250.541020.	40.00
45609	DELANEY MANAGEMENT	UB 151450000000 12629 43RD AVE	401.122110.	37.34
45610	MATILDA L. DEMMERT	INSTRUCTOR SERVICES	00105250.541020.	48.00
45611	ELDON DENNIS	PREMIUMS	00103010.541100.	697.00
45612	ARLINE DEPALMA	INSTRUCTOR SERVICES	00105250.541020.	319.60
45613	THELMA DERYKE	UTILITY TAX REBATE	00102520.549010.	57.75
45614	DEUTSCH BANK	UB 041660000003 6410 95TH ST N	401.122110.	121.84
45615	DICKS TOWING INC	TOW FORM HWY TO FLEET SHOP	50100065.548000.	162.90
45616	ROLLAND DIXON	UTILITY TAX REBATE	00102520.549010.	40.48
45617	WENDY DONOHOE	REFUND BAIL IDENTITY THEFT	001.229050.	1,045.00
45618	BERYL DOUGLAS	UTILITY TAX REBATE	00102520.549010.	39.21

DATE: 3/5/2008
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CITY OF MARYSVILLE
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PAGE: 3

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
45619	DUNLAP INDUSTRIAL	BOOTS FOR TIM KING	40143410.526200.	195.50
45620	ROBERT L DYER	LEOFF 1	00103010.541100.	3,199.98
45621	E&E LUMBER INC	SUPPLIES	00103960.531000.	3.03
	E&E LUMBER INC	REDI MIX CONCRETE	10110361.531000.	172.99
	E&E LUMBER INC	NUMBERS,SEALANT,2X6 BARS	40143780.531000.	34.72
	E&E LUMBER INC	FASTENERS,PLASTIC NUMBERS	40143780.563000.	11.90
45622	EAST JORDAN IRON WORKS	7750M6 DI CTR SLT2 ADA GR	40145040.548000.	105.25
45623	WA ENVIRONMENTAL TRAINING CENTER	REGISTRATION FOR DAGGETT	40143410.549030.	655.00
	WA ENVIRONMENTAL TRAINING CENTER	REG FOR WOW CONF IN YAKIMA	40143410.549050.	150.00
45624	EVERETT MUNICIPAL COURT	BAIL POSTING	001.229050.	250.00
45625	EVERETT STAMP WORKS	NEW STAMPS, OFFICE SUPPLIES	00103010.531000.	60.71
45626	CITY OF EVERETT	ANIMAL SHELTER FEES 01/08	00104230.551000.	3,942.00
45627	EVERGREEN PRINT SOLUTIONS	#9 RETURN ENVELOPES	00143523.531000.	168.03
	EVERGREEN PRINT SOLUTIONS	RETURN ENVELOPES	00143523.531000.	1,198.34
	EVERGREEN PRINT SOLUTIONS	#10 WINDOW ENVELOPES	00143523.531000.	1,205.26
45628	EXIDE	RETURN BATTERIES	501.141100.	-142.70
	EXIDE	BATTERIES	501.141100.	196.37
45629	FEI SEATTLE ADMIN #3206	1-1/2 T10 OVAL DIR READ GAL	401.141400.	943.58
45630	FERRELLGAS	PROPANE 47.5 GALLONS	10110130.531000.	32.69
	FERRELLGAS		10110564.531000.	32.69
	FERRELLGAS		40140980.531000.	32.69
	FERRELLGAS		41046060.531000.	32.69
45631	CHRIS FLOYD	INSTRUCTOR SERVICES	00105120.541020.	2,666.92
45632	FOOTJOY	SHOES,GLOVES,SHIPPING	420.141100.	3,076.84
45633	WALLACE FORSLOF	FEB TRAINING IN MD PER DIEMS	00103121.549100.	160.89
45634	JEFF FRANZEN	TRAINING IN MD-PER DIEM& EXP'S	00103121.549100.	560.82
45635	FRED PRYOR SEMINARS	SEMINAR- LAMOUREUX, J	00102020.549000.	49.00
	FRED PRYOR SEMINARS	SEMINAR - LAMOUREUX, JANICE	00102020.549000.	79.00
45636	GENUINE AUTO GLASS OF EVERETT, LLC	REPLACED CRACKED WINDSHIELD	50100065.548000.	244.13
45637	GG EXCAVATION INC	WATCHDOG REFUND LESS DEP&USAC	401.245200.	200.00
45638	GOODYEAR WHOLESALE TIRE CENTERS	GOODYEAR WRANGLER TIRES	50100065.534000.	645.49
45639	ROBIN GRABNER	REFUND-CLASS NOT HELD	00110347.376009.	25.00
45640	GRAINGER INC	RECORDS MIRROR DOME	00104190.531000.	25.96
45641	GRANT, RONALD	UTILITY TAX REBATE	00102520.549010.	32.36
45642	GRAY AND OSBORNE	PAY ESTIMATE # 14	40143410.541000.	5,195.74
45643	PAT GRUENHAGEN	REIMB MTG/TRAVEL	30500030.563000.R0301	19.64
	PAT GRUENHAGEN	REIMB FOR MTG/TRAVEL	30500030.563000.R0502	48.57
45644	GARY HALL	REIMB FOR CONTAINERS, CASTER	00103960.531000.	78.65
45645	HARBOR MARINE MAINTENANCE & SUPPLY	COMM PLATE ZINC	40142080.531000.	51.23
45646	HASLER, INC	LEASE PAYMENT ON METER	00104190.545000.	219.60
45647	ROSE HAYES	INSTRUCTOR SERVICES	00105250.541020.	36.00
45648	HD FOWLER COMPANY	REFUND 20 METER BOXES AND ETC	401.141400.	-1,344.75
	HD FOWLER COMPANY	20 METER BOXES AND 20 EXT'S	401.141400.	932.66
	HD FOWLER COMPANY	20 METER BOXES AND ETC	401.141400.	1,344.75
	HD FOWLER COMPANY	CUTTING TOOLS	40140580.535000.	347.87
	HD FOWLER COMPANY	WS INSTALL 60TH DRIVE	40140980.531000.	1,650.37
45649	HD SUPPLY WATERWORKS, LTD	SUPPLIES FOR HAWTHORN BYPASS	40140080.548000.	69.26
45650	HDR ENGINEERING, INC.	PAY ESTIMATE # 9	40143410.541000.W0704	25,955.32
45651	ETHELEEN HENRY	UTILITY TAX REBATE	00102520.549010.	99.85
45652	HERTZ EQUIPMENT RENTAL	TRACTOR AND BUSH HOG	00105380.531000.	1,089.95
45653	HOUBLER, KIBBIE	UB 673470000000 10216 49TH DR	401.122110.	10.76
45654	JANETTE HUMPHREY	UTILITY TAX REBATE	00102520.549010.	140.81
45655	JOYCE HUTZELL		00102520.549010.	22.70
45656	MARCIA HYDE		00102520.549010.	28.77
	MARCIA HYDE		40143410.549070.	42.57
	MARCIA HYDE		40143410.549071.	111.13
45657	LETTIE HYLARIDES	INTERPRETER SERVICES	00102515.549000.	66.16

DATE: 3/5/2008
TIME: 11:53:05AM

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 2/28/2008 TO 3/5/2008

PAGE: 4

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
45658	IDEARC MEDIA CORP.	YELLOW PAGE AD	42047267.544000.	187.90
45659	IOS CAPITAL	CONTRACT LEASE	00100050.548000.	118.27
	IOS CAPITAL		00100050.548000.	220.26
	IOS CAPITAL		00100310.549000.	352.30
	IOS CAPITAL		00102020.545000.	371.88
	IOS CAPITAL		00103121.545000.	321.16
	IOS CAPITAL		00103222.545000.	33.16
	IOS CAPITAL		00103960.545000.	27.14
	IOS CAPITAL		00104190.545000.	58.59
	IOS CAPITAL		00104190.545000.	233.93
	IOS CAPITAL		00104190.545000.	406.97
	IOS CAPITAL		00105250.545000.	22.79
	IOS CAPITAL		00105380.545000.	321.16
	IOS CAPITAL		00143523.542000.	1,049.74
	IOS CAPITAL		40142480.545000.	42.87
	IOS CAPITAL		40143410.545000.	27.14
	IOS CAPITAL		40143410.545000.	211.60
	IOS CAPITAL		40143410.545000.	238.27
	IOS CAPITAL		40143410.545000.	474.70
	IOS CAPITAL		42047165.545000.	21.70
	IOS CAPITAL		50100065.545000.	86.43
	IOS CAPITAL		50200050.545000.	427.91
45660	IOS CAPITAL	COPIER LEASE	42047165.545000.	8.57
45661	INTEGRA TELECOM	LONG DISTANCE CHARGES	00100020.542000.	186.76
	INTEGRA TELECOM		00100050.542000.	130.41
	INTEGRA TELECOM		00100110.542000.	51.74
	INTEGRA TELECOM		00100310.542000.	33.20
	INTEGRA TELECOM		00100720.542000.	9.84
	INTEGRA TELECOM		00101023.542000.	49.18
	INTEGRA TELECOM		00101130.542000.	49.18
	INTEGRA TELECOM		00102020.542000.	373.17
	INTEGRA TELECOM		00103010.542000.	78.27
	INTEGRA TELECOM		00103121.542000.	124.96
	INTEGRA TELECOM		00103222.542000.	402.74
	INTEGRA TELECOM		00103528.542000.	19.72
	INTEGRA TELECOM		00103630.542000.	9.84
	INTEGRA TELECOM		00103960.542000.	127.89
	INTEGRA TELECOM		00104190.542000.	172.51
	INTEGRA TELECOM		00104230.542000.	28.11
	INTEGRA TELECOM		00105250.542000.	37.11
	INTEGRA TELECOM		00105380.542000.	151.54
	INTEGRA TELECOM		00143523.542000.	69.56
	INTEGRA TELECOM		10111230.542000.	71.22
	INTEGRA TELECOM		40142480.542000.	91.97
	INTEGRA TELECOM		40143410.542000.	288.85
	INTEGRA TELECOM		41046170.542000.	9.84
	INTEGRA TELECOM		42047061.542000.	64.75
	INTEGRA TELECOM		50100065.542000.	23.12
	INTEGRA TELECOM		50148058.542000.	24.83
	INTEGRA TELECOM		50200050.542000.	21.26
	INTEGRA TELECOM		50300090.542000.	49.22
45662	IRON MOUNTAIN QUARRY LLC	3/4 MINUS	10110130.531000.	1,144.43
	IRON MOUNTAIN QUARRY LLC	1 1/4 MINUS	10110130.531000.	1,555.50
45663	J&K ASSOCIATES	PARTS FOR CRACK SEALER	50100065.534000.	126.00
	J&K ASSOCIATES		50100065.534000.	600.36
45664	JERRYS SURPLUS	CHEST WADERS	10110240.531000.	347.50
45665	JET PLUMBING	LEAK AT PSB	00100010.548000.	103.08

DATE: 3/5/2008
TIME: 11:53:05AM

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 2/28/2008 TO 3/5/2008

PAGE: 5

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
45665	JET PLUMBING	SNAKE CELL# 6 AT PSB	00100010.548000.	103.08
	JET PLUMBING	CELL #6 AT PSB	00100010.548000.	110.44
45666	JUDD & BLACK	15" LCD MONITER AND BRACKET	40142080.531000.	278.82
	JUDD & BLACK		40145040.548000.	278.82
45667	K-MART	TOTES- PARKS AND REC EVENTS	00105120.531050.	30.34
	K-MART	STRINGS OF HOLIDAY LIGHTS	00105380.531000.	130.07
45668	DENNIS KENDALL	REIMB FOR MTG'S/TRAVEL	00100110.549000.	44.98
45669	KING CO SHERIFF	WARRANT RECALL	001.229050.	5,000.00
45670	THOMAS KING	REIMB FOR ELEC LIC RENEWAL	10111864.549020.	135.00
45671	AGNES KNOLL	UTILITY TAX REBATE	00102520.549010.	55.03
	AGNES KNOLL		40143410.549070.	41.76
	AGNES KNOLL		40143410.549071.	114.84
45672	KAREN KUSSY	REFUND ON AFLAC PREMIUM	00101023.521000.	29.00
45673	LADY OF LETTERS, INC	MEETING MINUTES 2/13/08	00105380.541000.	172.80
45674	LAFAYETTE INSTRUMENT CO INC	POLYGRAPH EQUIP LX 4000	001.231700.	-32.84
	LAFAYETTE INSTRUMENT CO INC		00103010.548000.	419.14
45675	LAKEWOOD SCHOOL DISTRICT	CUSTODIAL COSTS FOR SONITROL	00105120.531040.	55.00
45676	LANGUAGE LINE SERVICES	MONTHLY CHARGES	00103222.541000.	1.75
45677	LASTING IMPRESSIONS INC	EMBROIDER NAME - BUELL, LARRY	00103222.526000.	8.30
	LASTING IMPRESSIONS INC	SAFETY VESTS	42047165.526000.	44.22
	LASTING IMPRESSIONS INC	STOCKING HATS	501.141100.	366.95
45678	LAW ENFORCEMENT EQUIPMENT DISTRIBU	SUREFIRE LITHIUM BATTERIES	00103222.531000.	195.84
45679	DONNA MAE LAWSON	UTILITY TAX REBATE	00102520.549010.	72.64
	DONNA MAE LAWSON		40143410.549070.	41.76
	DONNA MAE LAWSON		40143410.549071.	114.84
45680	LEADS ONLINE, LLC	RENEWAL FEES	00103222.541000.	2,148.00
45681	DEPT OF LICENSING	STOVBA, PAVEL (ORIGINAL)	001.237020.	18.00
45682	LITTLE RED WEAVER BIRD, INC	INSTRUCTOR SERVICES	00105120.541020.	236.80
45683	BOART LONGYEAR	WATCHDOG REFUND LESS DEP&USAC	401.245200.	189.50
	BOART LONGYEAR		401.245200.	189.50
45684	LOWES HIW INC	8 X 10 TARP	40141580.531000.	8.07
45685	MARYSVILLE AWARDS	ENGRAVING OF NAMEPLATES	00100060.549000.	20.89
	MARYSVILLE AWARDS		00100110.549000.	20.88
	MARYSVILLE AWARDS	K9 PLAQUE	00103222.531000.	92.23
45686	CITY OF MARYSVILLE	STORMWATER @ 1015 STATE AVE	00101250.547000.	62.40
	CITY OF MARYSVILLE	STORMWATER @ 1015 STATE	00101250.547000.	112.00
	CITY OF MARYSVILLE	STORMWATER @ 1015 STATE AVE	00101250.547000.	198.40
	CITY OF MARYSVILLE	WTR/SWR @ 7115 GROVE	42047165.547000.	192.81
	CITY OF MARYSVILLE	WTR/SWR/GBG @ 7007 GROVE	42047165.547000.	775.61
45687	BEVERLY MAVIS	REFUND - CLASS NOT HELD	00110347.376009.	25.00
45688	MAXX-THE WORLD'S GREATEST SUNGLASS	SUNGLASSES	420.141100.	336.00
45689	MCEVOY OIL CO.	MONTHLY DIESEL FUEL CONSUMED	00100010.547000.	50.00
	MCEVOY OIL CO.		40143880.532000.	603.43
45690	MCGREGOR HARDWARE DISTRIBUTION	LOCK FOR WALK THRU GATE	00100010.531000.	343.73
45691	MCLOUGHLIN & EARDLEY CORP	MICROPHONE AND ROTARY KNOB	501.231700.	-18.21
	MCLOUGHLIN & EARDLEY CORP	SIREN SPEAKER AND MOUNTING	501.231700.	-11.18
	MCLOUGHLIN & EARDLEY CORP		50100065.534000.	142.68
	MCLOUGHLIN & EARDLEY CORP	MICROPHONE AND ROTARY KNOB	50100065.534000.	232.38
45692	MENG ANALYSIS	PAY ESTIMATE # 1	30500030.563000.R0502	9,863.16
45693	MITHUN	U OF W MRSVL CAMPUS SITE RENDR	00100110.549000.E0801	5,543.75
45694	MORISHIGE, WAYNE & JAMIE	UB 656317000000 6317 105TH ST	401.122110.	37.00
45695	HERMAN MOUNT	LEOFF 1 REIMB	00103010.541100.	49.00
45696	SHARON MOYER	UTILITY TAX REBATE	00102520.549010.	69.47
	SHARON MOYER		40143410.549070.	20.88
	SHARON MOYER		40143410.549071.	57.42
45697	NDEY BAH	UB 070150000001 9402 55TH DR N	401.122110.	789.03
45698	NEXXPOST LLC	SUPPLIES	00100110.531000.	50.58

DATE: 3/5/2008
TIME: 11:53:05AM

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 2/28/2008 TO 3/5/2008

PAGE: 6

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
45698	NEXXPOST LLC	POSTAGE MAINT AGREEMENT	00100110.531000.	147.01
	NEXXPOST LLC	SUPPLIES	00100310.531000.	50.59
	NEXXPOST LLC	POSTAGE MAINT AGREEMENT	00100310.531000.	147.01
	NEXXPOST LLC	SUPPLIES	00101023.531000.	50.59
	NEXXPOST LLC	POSTAGE MAINT AGREEMENT	00101023.531000.	147.01
	NEXXPOST LLC	SUPPLIES	00101130.531000.	50.59
	NEXXPOST LLC	POSTAGE MAINT AGREEMENT	00101130.531000.	147.01
	NEXXPOST LLC	SUPPLIES	00143523.531000.	50.59
	NEXXPOST LLC	POSTAGE MAINT AGREEMENT	00143523.531000.	147.01
45699	NORTH SOUND HOSE & FITTINGS	1" MALE PIPE SWEDGE FITTING	40142080.548000.	16.29
45700	ERIN NOWAK	REFUND DEPOSIT FOR RENTAL	001.239100.	58.00
45701	OFFICE DEPOT	OFFICE SUPPLIES	00100050.531000.	162.05
	OFFICE DEPOT		00100110.549000.	14.64
	OFFICE DEPOT		00100310.549000.	14.64
	OFFICE DEPOT		00100720.549000.	14.63
	OFFICE DEPOT		00101130.531000.	32.76
	OFFICE DEPOT	DIG CAMERA MEMORY CARD	00102020.531000.	198.65
	OFFICE DEPOT	PAPER CLIPS	00143523.531000.	0.75
	OFFICE DEPOT	OFFICE SUPPLIES	00143523.531000.	32.75
45702	OFFICE INTERIORS INC	WARDROBE CONVERSION KIT	10400022.549000.	76.02
	OFFICE INTERIORS INC	TABLE	10400022.549000.	287.79
	OFFICE INTERIORS INC	FILE CABINETS	10400022.549000.	1,719.14
45703	OVERALL LAUNDRY SERVICES INC	MAT CLEANING - WWTP	40142480.541000.	10.97
	OVERALL LAUNDRY SERVICES INC	MECHANICS UNIFORM	42047165.526000.	21.28
	OVERALL LAUNDRY SERVICES INC		42047165.526000.	182.63
45704	PACIFIC TOPSOILS INC	BRUSH DUMP	10110770.531000.	179.71
	PACIFIC TOPSOILS INC		10110770.531000.	179.71
45705	PACIFIC TORQUE INC	REMAN TRANSMISSION	50100065.534000.	1,960.20
45706	THE PARTS STORE	FLAP DISC AND WIRE BRUSH	10110564.531000.	34.14
	THE PARTS STORE	SENSOR CORE REFUND	50100065.534000.	-39.33
	THE PARTS STORE	AIRFLOW SENSOR W/CORE CHRG	50100065.534000.	167.80
45707	PATRICKS PRINTING INC	APPOINTMENT SLIPS	00100050.531000.	32.49
	PATRICKS PRINTING INC	CONDITIONS OF CONTINUE RELEASE	00100050.531000.	121.31
	PATRICKS PRINTING INC	WARRANT RECALL FORMS	00100050.531000.	140.85
	PATRICKS PRINTING INC	BUSINESS CARDS	00100050.531000.	142.81
	PATRICKS PRINTING INC	LETTERHEAD	00100050.531000.	308.42
	PATRICKS PRINTING INC		00100050.531000.	309.81
	PATRICKS PRINTING INC	JAIL FORMS	00100050.531000.	334.90
	PATRICKS PRINTING INC	ORDER SETTING BAIL FORMS	00100050.531000.	369.23
	PATRICKS PRINTING INC	ENVELOPES	00100050.531000.	386.99
	PATRICKS PRINTING INC	CNO FORMS	00100050.531000.	422.98
	PATRICKS PRINTING INC	CONDITIONS OF RELEASE FORMS	00100050.531000.	726.01
	PATRICKS PRINTING INC	FINDING AND SENT FORMS	00100050.531000.	761.46
45708	LAURIE HUGDAHL	MEETING MINUTES	00101130.541000.	68.20
	LAURIE HUGDAHL		00101130.541000.	96.10
	LAURIE HUGDAHL		00101130.541000.	189.10
	LAURIE HUGDAHL	IA- POLICE DEPT	00103010.541000.	889.70
45709	PELZER GOLF SUPPLIES	GRIPS AND BRUSH	420.141100.	185.91
45710	RICHARD PETERSON	UTILITY TAX REBATE	00102520.549010.	71.44
45711	PETROCARD SYSTEMS INC	FUEL CONSUMED - CD	00102020.532000.	513.01
	PETROCARD SYSTEMS INC	FUEL CONSUMED-STREETS	10111230.532000.	2,559.81
	PETROCARD SYSTEMS INC	FUEL CONSUMED - IS DEPT	50300090.532000.	44.62
45712	PETTY CASH-COMM DEV	POSTAGE REIMB TO PETTY CASH	00102020.542000.	5.93
45713	LEE PHILLIPS	REIMB FOR TRAVEL	00100060.549000.	98.44
45714	PLATT- EVERETT	MH WALL PACK	42047165.531000.	606.27
45715	TONY POCHE	29 PC DRILL BIT SET	50100065.535000.	157.31
45716	POLLARDWATER.COM-EAST	HYD FLOW GAUGE LF 100 W/CASE	40140480.531000.	162.22

DATE: 3/5/2008
TIME: 11:53:05AM

**CITY OF MARYSVILLE
INVOICE LIST**

PAGE: 7

FOR INVOICES FROM 2/28/2008 TO 3/5/2008

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
45717	UNITED STATES POSTAL SERVICE	POSTAGE ACCOUNT #TMS 64291	00143523.542000.	8,000.00
45718	UNITED STATES POSTAL SERVICE	POSTAGE	00103010.542000.	2,000.00
45719	PUGET SOUND FINANCE OFFICERS ASSOC	MARCH MEETING-GRITTON/LANGDON	00101023.549000.	50.00
45720	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 412-001-373-7	10110564.547000.	58.38
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 519-001-313-5	10110564.547000.	98.65
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 557-001-737-5	10110564.547000.	104.41
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT# 391-045-118-0	10110564.547000.	113.18
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 441-001-033-6	10110564.547000.	133.16
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 328-001-837-9	10110564.547000.	140.02
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 531-001-591-1	10110564.547000.	216.99
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 841-000-252-4	10110564.547000.	658.50
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 123-000-075-2	10110564.547000.	746.35
	PUD NO 1 OF SNOHOMISH COUNTY	616-000-083-9	40140180.547000.	77.15
	PUD NO 1 OF SNOHOMISH COUNTY	UTILITY CHRG @ 600 ASH AVENUE	40142280.547000.	49.11
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 571-001-001-7	40142480.547000.	729.32
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 683-000-525-9	42047165.547000.	27.99
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 515-001-516-1	42047165.547000.	99.97
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 416-001-034-6	42047165.547000.	1,863.31
45721	VICKEY QUINTEL	INSTRUCTOR SERVICES	00105250.541020.	476.71
45722	RADIOSHACK	ADAPT. RCA JACK, COUPLERS	40142080.548000.	17.86
	RADIOSHACK	DVD 50 PACK & 12' CABLE	40142080.548000.	43.38
45723	RIVERLAND CONSTRUCTION	MOVE FREEZER	00100010.548000.	651.00
45724	JEENE RYSET	UTILITY TAX REBATE	00102520.549010.	30.37
	JEENE RYSET		40143410.549070.	41.76
	JEENE RYSET		40143410.549071.	114.84
45725	EVIE SCRIBNER	INSTRUCTOR SERVICES	00105250.541020.	134.40
45726	SEATTLE DISTRICT COURT	BAIL POSTED BY ANDERSON, CHERYL	001.229050.	500.00
45727	SEATTLE PUMP & EQUIPMENT CO	STORM & SEWER SUPPLIES FOR VAC	40142080.531000.	2,508.71
	SEATTLE PUMP & EQUIPMENT CO		40145040.548000.	2,508.71
45728	SECURED PRODUCTS INC	PADLOCK KEY/COMBO	00103010.531000.	25.58
45729	SHAW ENVIRONMENTAL INC	CRITICAL AREA REPORT PEER RVW	00102020.541000.	292.25
45730	SNO CO PUBLIC WORKS	DUMP FEES	10110667.531000.	33.00
45731	SNOHOMISH PUBLISHING CO. INC	SPRING 08 NEWSLETTER-PRK&REC	00100720.541000.	5,121.81
	SNOHOMISH PUBLISHING CO. INC		00105120.544000.	3,658.44
45732	SNOPAC	DISPATCH SERVICES	00104000.551000.	59,086.01
45733	SONITROL	SECURITY MONITORING AND MAINT	00100010.541000.	85.00
	SONITROL		00100010.541000.	98.00
	SONITROL		00103530.541000.	115.00
	SONITROL		00103530.541000.	165.00
	SONITROL		00105250.541000.	120.00
	SONITROL		00105380.541000.	111.00
	SONITROL		40142480.541000.	98.00
	SONITROL		40142480.541000.	109.00
	SONITROL		40142480.541000.	109.00
	SONITROL		40143410.541000.	165.00
	SONITROL		40143410.541000.	191.00
45734	SOUND SAFETY PRODUCTS CO INC	PANTS FOR KING, TIM	40143410.526200.	103.71
	SOUND SAFETY PRODUCTS CO INC	BOOTS FOR AVEY	40143410.526200.	154.76
	SOUND SAFETY PRODUCTS CO INC	BOOTS AND PANTS FOR GETTLE	40143410.526200.	268.51
	SOUND SAFETY PRODUCTS CO INC	REFUND ON FREIGHT CHRGS	40143410.526300.	-6.47
	SOUND SAFETY PRODUCTS CO INC	REFUND FOR EXCHANGE	40143410.526300.	-2.12
	SOUND SAFETY PRODUCTS CO INC	BOOTS	40143410.526300.	81.08
	SOUND SAFETY PRODUCTS CO INC		40143410.526300.	95.38
	SOUND SAFETY PRODUCTS CO INC		40143410.526300.	170.00
	SOUND SAFETY PRODUCTS CO INC		40143410.526300.	170.00
	SOUND SAFETY PRODUCTS CO INC		40143410.526300.	170.00
	SOUND SAFETY PRODUCTS CO INC		40143410.526300.	170.00

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 2/28/2008 TO 3/5/2008

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
45734	SOUND SAFETY PRODUCTS CO INC	BOOTS	40143410.526300.	170.00
	SOUND SAFETY PRODUCTS CO INC	BOOTS AND PANTS FOR SCHOOLCRFT	40143410.526300.	244.89
	SOUND SAFETY PRODUCTS CO INC	BOOTS AND PANTS FOR WARD	40143410.526300.	255.16
	SOUND SAFETY PRODUCTS CO INC	SHOES AND PANTS FOR NORSEBY	50200050.531000.	247.88
	SOUND SAFETY PRODUCTS CO INC	SHOES AND PANTS FOR LEWIS	50200050.531000.	268.95
45735	SPARLING INC	PACKING NUT	40140180.531000.	42.60
45736	SPECIALTY CIGARS INT'L INC	ORDER FOR PRO SHOP	420.141100.	307.50
45737	SPIKES GOLF SUPPLIES INC	SCORPION SPIKES	420.141100.	205.81
45738	SPRINGBROOK NURSERY	TOP SOIL	00105380.531000.	29.05
	SPRINGBROOK NURSERY		00105380.531000.	29.05
	SPRINGBROOK NURSERY	GRAVEL	00105380.531000.	53.26
45739	SUN MOUNTAIN SPORTS INC	BAGS AND OUTERWEAR	420.141100.	2,418.56
45740	SWANSON, ARNOLD & LINDA	UB 846405000000 6405 77TH DR N	401.122110.	222.56
45741	TAB NORTHWEST	LABELS	00100050.531000.	72.01
45742	GERALD & STELLA TAYLOR	UTILITY TAX REBATE	00102520.549010.	89.24
	GERALD & STELLA TAYLOR		40143410.549070.	42.57
	GERALD & STELLA TAYLOR		40143410.549071.	111.13
45743	TELE-COMMUNICATION, INC	WIRELESS OFFICE PACKAGE	001.231700.	-16.03
	TELE-COMMUNICATION, INC		00143523.531000.	204.63
45744	THYSSENKRUPP ELEVATOR CORP	MAINT @ PSB	00100010.548000.	162.75
	THYSSENKRUPP ELEVATOR CORP	MAINT @ CITY HALL	00103530.548000.	162.75
45745	UNITED PARCEL SERVICE	SHIPPING CHARGES	00103222.531000.	55.13
	UNITED PARCEL SERVICE		00103222.531000.	193.40
	UNITED PARCEL SERVICE		00103960.531000.	24.65
45746	UNITED RENTALS	CUTTING BLADES	00105380.531000.	51.82
45747	USA MOBILITY WIRELESS, INC.	WIRELESS MESSAGING	00104190.542000.	18.80
45748	UTILITIES UNDERGROUND LOCATION CTR	EXCAVATION NOTICE FOR 01/08	40141180.541000.	253.20
45749	JOHN VAN SOEST	UTILITY TAX REBATE	00102520.549010.	46.50
45750	CITY OF VANCOUVER	SHOOTER COURSE-SMITH/FORSLOF	00103222.549100.	980.00
45751	VERIZON NORTHWEST	ACCT 030211101451140308	00100010.542000.	118.14
	VERIZON NORTHWEST	ACCT 105170208907	00103121.542000.	35.00
	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 101543764801	00104000.542000.	87.85
	VERIZON NORTHWEST	ACCT 101543767204	00104000.542000.	87.85
	VERIZON NORTHWEST	ACCT# 03 0211 1077475684 01	00104190.542000.	52.85
	VERIZON NORTHWEST	ACCT 030274104650377503	00105250.542000.	134.59
	VERIZON NORTHWEST	425-397-6325 DEERING ACRES	00105380.542000.	51.78
	VERIZON NORTHWEST	ACCT# 105543546905	40140180.547000.	131.80
	VERIZON NORTHWEST	ACCT # 03 0275 1062435479 07	40140180.547000.	180.83
	VERIZON NORTHWEST	ACCT 0064811477782	40141580.547000.	100.73
	VERIZON NORTHWEST	ACCT 105660553702	40142280.542000.	534.71
	VERIZON NORTHWEST	ACCT.# 03 0211 1016419954 10	40143410.542000.	30.26
	VERIZON NORTHWEST	ACCT.# 03 0211 1018419951 00	40143410.542000.	30.26
	VERIZON NORTHWEST	ACCT.# 03 0211 1047419956 04	40143410.542000.	30.26
	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.	65.83
	VERIZON NORTHWEST	ACCT.# 03 0211 1032419963 01	40143410.542000.	65.83
	VERIZON NORTHWEST	ACCT.# 03 0211 1085419968 10	40143410.542000.	65.83
	VERIZON NORTHWEST	ACCT.# 03 0211 1058419952 06	40143410.542000.	75.98
	VERIZON NORTHWEST	ACCT 101543783404	40143410.542000.	112.20
	VERIZON NORTHWEST	ACCT 106853520208	40143780.542000.	52.85
	VERIZON NORTHWEST	ACCT 101066397601	40143780.542000.	60.51
45752	VERIZON NORTHWEST	METER READING PRO SERVICES	40141280.541000.	1,224.51
	VERIZON NORTHWEST	PHONE CHRGS 360-929-5339	40143410.542000.	9.57

DATE: 3/5/2008
TIME: 11:53:05AM

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 2/28/2008 TO 3/5/2008


PAGE: 9

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
45753	WSU PESTICIDE EDUCATION	08 NW CLERKS INSTITUTE NCI-PD1	00101130.543000.	620.00
45754	WASTE MANAGEMENT NORTHWEST	RECYCLING SERVICE FEB 2008	41046290.541000.	70,794.74
45755	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	00105380.531400.	323.16
45756	LOREN R. WAXLER	PUBLIC DEFENSE FEES	00102515.541000.	105.00
	LOREN R. WAXLER		00102515.541000.	165.00
45757	ELLEN WEBB	UTILITY TAX REBATE	00102520.549010.	23.49
	ELLEN WEBB		40143410.549070.	31.95
	ELLEN WEBB		40143410.549071.	83.52
45758	LELAND WEDGE		00102520.549010.	55.41
45759	BETTY WENZEL		00102520.549010.	84.93
45760	WEST, DEBRA	UB 650150000000 6003 99TH ST N	401.122110.	137.14
45761	JURINA WESTPHAL	UTILITY TAX REBATE	00102520.549010.	115.31
45762	WHELEN ENGINEERING CO	LED LIGHTBAR PROG COMM ADPTR	501.231700.	-21.48
	WHELEN ENGINEERING CO		50100065.535000.	274.08
45763	BETTY J. WHETSTONE	UTILITY TAX REBATE	00102520.549010.	73.46
	BETTY J. WHETSTONE		40143410.549070.	41.76
	BETTY J. WHETSTONE		40143410.549071.	114.84
45764	LAURENNA WILKINS	REFUND SECURITY DEPOSIT	001.239100.	200.00
45765	DONNA WRIGHT	REIMB FOR TRAVEL	00100060.549000.	646.02
	DONNA WRIGHT	REIMB FOR MTG/TRAVEL	00101130.549000.	35.41
WARRANT TOTAL:				<u><u>422,232.73</u></u>

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: March 24, 2008

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

Please see attached.

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the March 5, 2008 payroll in the amount \$1,116,174.19 Check No.'s 19252 through 19316.

COUNCIL ACTION:

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: March 24, 2008

AGENDA ITEM:	AGENDA SECTION:	
Approval of Fireworks Applications		
PREPARED BY:	AGENDA NUMBER:	
Carol Mulligan, Program Specialist		
ATTACHMENTS:	APPROVED BY:	
	MAYOR	CAO
1. MMC 9.20 2. Notices Distributed at Fireworks Stands		
BUDGET CODE:	AMOUNT:	

The City has received Fireworks Stand Permit Applications for the following locations:

<u>Applicant</u>	<u>Location</u>
Marysville First Assembly	3719 – 116 th Street NE (Gateway Shopping Center)
Marysville Kiwanis	1052 State Avenue (Gold's Gym)
Marysville Kiwanis	1258 State Avenue (Safeway)
Marysville Kiwanis	3711 – 88 th Street NE (Haggens)
Marysville Kiwanis	301 Marysville Mall (Albertson's-South.)
Marysville Kiwanis	6610 - 64th Street NE (Allen Creek Thriftway)
Mountain View Assembly of God	9925 State Avenue (Fred Meyer)
Turning Point Church	2700 – 172 nd Street NE (Vacant Lot)

All applicants meet requirements specified in MMC 9.20. Stand operators are provided with an information sheet on City regulations. These are laminated and to be displayed at each stand. They are also provided with copies for distribution to customers.

The Marysville Fire District inspects each stand and the Fire District distributes permits upon determining a satisfactory inspection.

Staff annually monitors parking at stand locations. There continues to be no apparent problems at the proposed locations.

RECOMMENDED ACTION:

Staff recommends the City Council approve firework stand permits for the Marysville First Assembly (1 stand), Marysville Kiwanis (5 stands), Mountain View Assembly of God (1 stand), and Turning Point Church (1 stand).

COUNCIL ACTION:

Existing buildings altered such that the total fire area exceeds 10,000 square feet shall be provided with an automatic sprinkler system.

An automatic sprinkler system shall be provided throughout buildings where the combined area of all fire areas on all floors, including any mezzanines, exceeds 10,000 square feet.

(Ord. 2532 § 8, 2003).

9.04.095 Additional sections of International Fire Code adopted.

New Section 401.3.4, Excessive False Alarms, Penalty Imposed.

No more than three false alarms from any location shall be permitted within any calendar year. The owner or operator of any location from which more than three false alarms are sent within any calendar year shall be subject to the imposition of a criminal penalty pursuant to MMC 9.04.100.

(Ord. 2532 § 9, 2003).

9.04.100 Penalties.

(1) Any person who violates any of the provisions of this code as adopted or fails to comply therewith, or who violates or fails to comply with any order made under this code, or who builds in violation of any detailed statement of specifications or plans submitted and approved thereunder, or any certificate or permit issued thereunder, and from which no appeal has been taken, or who fails to comply with such an order as affirmed or modified by the chief or by a court of competent jurisdiction within the time fixed in this chapter is severally, for each and every such violation and noncompliance respectively, guilty of a misdemeanor, punishable by a fine of not more than \$300.00 or by imprisonment for not more than 90 days, or by both such fine and imprisonment. The imposition of one penalty for any violation shall not excuse the violation or permit it to continue; and all such persons shall be required to correct or remedy such violations or defects within a reasonable time; and when not otherwise specified, each 10 days that prohibited conditions are maintained constitutes a separate offense.

(2) The application of the above penalty shall not be held to prevent the enforced removal of prohibited conditions. (Ord. 2532 § 10, 2004; Ord. 850 § 10, 1975).

Chapter 9.20

FIREWORKS

Sections:

- 9.20.010 State statutes adopted.
- 9.20.015 Additional definitions.
- 9.20.020 Date and time limits for sale or discharge of consumer fireworks.
- 9.20.070 Permit procedure.
- 9.20.080 Action by city council.
- 9.20.090 Issuance of – Nontransferable.
- 9.20.110 Operation of fireworks stands.
- 9.20.120 Temporary fireworks stand specifications.
- 9.20.125 Enforcement – Revocation of permit.
- 9.20.130 Penalties for violations.

9.20.010 State statutes adopted.

The following sections of the State Fireworks Law (Chapter 70.77 RCW) are adopted by reference, including any amendments to the same which may hereafter be enacted by the state of Washington:

RCW

- 70.77.126 Definition of “fireworks.”
- 70.77.131 Definition of “display fireworks.”
- 70.77.136 Definition of “consumer fireworks.”
- 70.77.141 Definition of “agricultural and wild life fireworks.”
- 70.77.146 Definition of “special effects.”
- 70.77.160 Definition of “public display of fireworks.”
- 70.77.165 Definition of “fire nuisance.”
- 70.77.180 Definition of “permit.”
- 70.77.190 Definition of “person.”
- 70.77.205 Definition of “manufacturer.”
- 70.77.210 Definition of “wholesaler.”
- 70.77.215 Definition of “retailer.”
- 70.77.230 Definition of “pyrotechnic operator.”
- 70.77.255 Acts prohibited without a license.
- 70.77.285 Public display permit – Bond.
- 70.77.290 Public display permit.
- 70.77.295 Public display permit – Amount of bond.
- 70.77.311 Exemptions from licensing.
- 70.77.335 License authorizes activities of salesmen, employees.
- 70.77.405 Authorized sales of toy caps, tricks, novelties.
- 70.77.410 Public displays not to be hazardous.
- 70.77.415 Supervision of public displays.
- 70.77.420 Storage permit required.
- 70.77.425 Approved storage facilities required.

- 70.77.430 Sale of stock after revocation or expiration of license.
 - 70.77.450 Examination, inspection of books and premises.
 - 70.77.480 Prohibited transfers of fireworks.
 - 70.77.485 Unlawful possession.
 - 70.77.488 Reckless discharge or use of fireworks.
 - 70.77.510 Sales or transfers of display fireworks.
 - 70.77.515 Sales or transfers of consumer fireworks.
 - 70.77.520 Fire nuisance where fireworks kept – Prohibited.
 - 70.77.535 Special fireworks for entertainment media.
 - 70.77.545 Violation a separate, continuing offense.
 - 70.77.570 Certain rockets not to be sold as common fireworks.
 - 70.77.580 Posting by retailers of lists of allowed fireworks.
- (Ord. 2409 § 1, 2002; Ord. 1942 § 1, 1993; Ord. 1778 § 1, 1990; Ord. 1376 § 2, 1984).

9.20.015 Additional definitions.

The following additional definitions shall apply in this chapter:

(1) “Articles pyrotechnic” means pyrotechnic devices for professional use similar to consumer fireworks in chemical composition and construction but not intended for consumer use which meet the weight limits for consumer fireworks but which are not labeled as such and which are classified as UNO 431 or UNO 432 by the United States Department of Transportation at CFR Section 172.101 as of the effective date of this definition.

(2) “Permittee” means any person issued a fireworks permit in conformance with this chapter. (Ord. 2409 § 2, 2002).

9.20.020 Date and time limits for sale or discharge of consumer fireworks.

No fireworks shall be sold or discharged within the city except as follows:

(1) The sale of consumer fireworks shall be allowed from 12:00 noon to 11:00 p.m. on June 28th and from 9:00 a.m. to 11:00 p.m. on June 29th through July 4th.

(2) Consumer fireworks may be discharged July 4th only from 9:00 a.m. to 11:00 p.m. and December 31st from 9:00 a.m. to 2:00 a.m. on January 1st. (Ord. 2529 § 1, 2004; Ord. 2409 § 3, 2002; Ord. 2031 § 1, 1995; Ord. 1942 § 2, 1993).

9.20.070 Permit procedure.

Any adult person, firm, partnership, corporation or association may apply for a fireworks permit; provided, that the applicant must hold a current business license issued by the city, and must be, or be sponsored by, a person or entity which has a permanent address within the city limits. The application shall be in writing and shall be filed with the city clerk, at least 30 days in advance of the proposed sale of fireworks. The application shall include the following:

(1) Proof that the applicant has been issued a fireworks license or permit by the Chief of the Washington State Patrol acting through the Director of Fire Protection;

(2) A description of the proposed location of the fireworks;

(3) Proof that the applicant has an insurance policy with bodily injury liability limits of \$50,000/\$1,000,000 for each person and occurrence and \$50,000 for property damage liability for each occurrence. The city shall be named as an additional insured on the policy;

(4) An annual license fee of \$50.00;

(5) Subject to MMC 9.20.080, such permit shall be issued if the application meets the requirements of Chapter 70.77 RCW and all ordinances of the city of Marysville within the earlier of 30 days after the receipt of the application or by June 10th of the calendar year. (Ord. 2409 § 4, 2002; Ord. 2031 § 2, 1995; Ord. 1592, 1987; Ord. 1241 § 2, 1982; Ord. 1235 § 3, 1982).

9.20.080 Action by city council.

Upon seven days’ advance written notice to the applicant, the city council shall hold a public meeting on the issuance of a fireworks permit. The city council shall have power, in its discretion, to grant or deny the application, subject to reasonable conditions, if any, as it shall prescribe. No more than eight fireworks stands shall be permitted within the city limits. The decision of the city council with respect to an application shall be final. (Ord. 1241 § 3, 1982; Ord. 1235 § 4, 1982).

9.20.090 Issuance of – Nontransferable.

Upon approval by the city council of a fireworks permit, the city clerk shall issue the same to the applicant who thereafter shall be the permittee. The permit shall be for a term of one year. No permit shall be transferable without express approval by the city council. (Ord. 2409 § 5, 2002; Ord. 1235 § 5, 1982).

9.20.110 Operation of fireworks stands.

The party holding the fireworks permit shall operate the fireworks stand exclusively by and through its employees, members or designees. At least one adult person (age 18 or over) shall be present at all times a fireworks stand is open to the public. No person under 16 years of age shall be allowed to sell fireworks or remain within a fireworks stand when it is open to the public. (Ord. 1778 § 2, 1990; Ord. 1241 § 4, 1982; Ord. 1235 § 6, 1982; Ord. 479 § 11, 1962).

9.20.120 Temporary fireworks stand specifications.

All retail sales of consumer fireworks shall be permitted only from a retailer at a retail fireworks stand or outlet that is temporary, and the sale from any other building or structure is prohibited.

A retail fireworks stand shall be subject to the following provisions, unless preempted by state-wide standards, in which event the state-wide standards shall apply:

(1) No retail fireworks stand shall be located within 25 feet of any other building, nor within 50 feet of any gasoline station.

(2) Retail fireworks stands shall be temporary and need not comply with the provisions of the building code of the city; provided, however, that all stands shall be erected under the supervision of the fire chief, as defined elsewhere in this code, who shall require that the stand be constructed in a manner which shall insure the safety of attendants and patrons, shall be wired according to state or national electrical code, and shall satisfy any state-wide standards issued by the State Director of Fire Protection. At least two approved fire extinguishers with 2.5 gallons apiece, or equivalent, shall be maintained at each stand at all times.

(3) Each stand must have two exits.

(4) No retail fireworks stand shall be located closer than 600 feet to another fireworks stand.

(5) All weeds and combustible material shall be cleared from the location of the stand, including a distance of at least 20 feet surrounding the stand.

(6) "No Smoking" signs shall be prominently displayed on the fireworks stand.

(7) Each retail fireworks stand shall be operated by adults only. No fireworks shall be left unattended in a stand.

(8) All unsold stock and accompanying litter shall be removed from the location by 12:00 noon on the sixth day of July of each year.

(9) The retail fireworks stand shall be disassembled and removed from the location by 12:00 noon on the sixth day of July of each year. (Ord. 2409 § 6, 2002; Ord. 1778 § 3, 1990; Ord. 479 § 12, 1962).

9.20.125 Enforcement – Revocation of permit.

The city fire marshal shall be authorized to enter and inspect all fireworks stands to assure compliance with the provisions of this chapter and to protect the public health, safety and welfare. The fire marshal is authorized to temporarily revoke any permit, for cause. Any party aggrieved by such revocation shall have the right to appeal the same to the city council within 10 days thereafter. The decision of the city council shall be final. (Ord. 1235 § 7, 1982).

9.20.130 Penalties for violations.

Any person violating this chapter shall be guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine not exceeding \$300.00, or by imprisonment in the city jail for a period not exceeding 90 days, or by both such fine and imprisonment. Further, the license shall be revoked. (Ord. 479 § 13, 1962).

Chapter 9.24

EMERGENCY MEDICAL SERVICES

Sections:

- 9.24.010 Emergency medical services – Purpose.
- 9.24.020 Definitions.
- 9.24.030 Administrative responsibility.
- 9.24.040 Mutual aid agreements.

9.24.010 Emergency medical services – Purpose.

The availability of emergency medical services providing prehospital treatment for victims of motor vehicle accidents, suspected coronary illnesses, and other acute illness or trauma, and the transportation of such victims to the nearest hospital or medical facility, is in the interest of public health, safety and welfare. To the extent that such services are not immediately available or adequately provided by private enterprise or other public entity, the same should be furnished by the city. (Ord. 1879 § 9, 1992).

9.24.020 Definitions.

(1) “Emergency medical service” means medical treatment and care that may be rendered at the scene of any medical emergency or while transporting any patient in an ambulance to an appropriate medical facility.

(2) “Emergency medical technician” means a person who is authorized by the Washington State Department of Health to render emergency medical care pursuant to RCW 18.73.081 as now or hereafter amended. (Ord. 1879 § 10, 1992).

9.24.030 Administrative responsibility.

The fire chief of the Marysville fire district shall have the administrative responsibility for emergency medical services for the city and shall supervise the same subject to the authority of the Marysville fire board. (Ord. 1879 § 11, 1992).

9.24.040 Mutual aid agreements.

Upon approval by the mayor and city council of a mutual aid agreement with any other municipal jurisdiction, the Marysville fire district shall render emergency medical services to all persons within any such jurisdiction on the terms and conditions specified therein. (Ord. 1879 § 12, 1992).

**COMMON FIREWORKS MAY BE
DISCHARGED IN
THE CITY OF MARYSVILLE:**

JULY 4th ONLY

9:00 AM TO 11:00 PM

**COMMON FIREWORKS MAY BE
DISCHARGED IN
THE CITY OF MARYSVILLE:**

JULY 4th ONLY

9:00 AM TO 11:00 PM

**COMMON FIREWORKS MAY BE
SOLD IN THE CITY OF
MARYSVILLE:**

**JUNE 28th: NOON – 11:00 PM
JUNE 29th THROUGH JULY 4th:
9:00 AM – 11:00 PM
ONLY**



**COMMON FIREWORKS MAY BE
SOLD IN THE CITY OF
MARYSVILLE:**

**JUNE 28th: NOON – 11:00 PM
JUNE 29th THROUGH JULY 4th:
9:00 AM – 11:00 PM
ONLY**

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: March 24, 2008

AGENDA ITEM: Professional Services Agreement for Video/Cable Consultant Services	AGENDA SECTION:
PREPARED BY: Doug Buell, Community Information Officer	AGENDA NUMBER:
ATTACHMENTS: 1. Contract 2. Scope of Services	APPROVED BY:
	MAYOR  CAO 
BUDGET CODE: 00100720.541000	AMOUNT: \$20,000

Summary Statement:

Verizon has approached the City of Marysville seeking a Video Franchise Agreement, similar to a cable franchise, which would allow them to begin providing television service within the City, in addition to other broadband services they are already providing.

The City seeks to hire River Oaks Communications to provide legal and technical assistance in facilitating the video franchise agreement with Verizon. River Oaks has previously provide similar consulting services for Marysville on cable franchises with Comcast and Wave Broadband. The company is currently assisting other cities in the Puget Sound area on Verizon video franchises.

The work performed by River Oaks will include reviewing existing cable franchises and the impact on Verizon, advise the City with respect to FCC Orders that impact existing cable providers, identify objectives and needs to be addressed in the new franchise, and draft the final agreement for Council review and action. Negotiations are anticipated to run 3-4 months.

Verizon is currently in the permitting and construction stages of upgrading their existing phone system in Marysville, as part of their "Fiber to the Premises" (FTTP) that will bring high-speed broadband service to households, a necessary step for Verizon to offer its competitive FiOS digital television service.

RECOMMENDED ACTION:

Authorize Mayor to sign a contract with River Oaks Communications for video-cable consultant services

COUNCIL ACTION:

PROFESSIONAL SERVICES AGREEMENT
TO FURNISH VIDEO FRANCHISE CONSULTING SERVICES

THIS AGREEMENT TO FURNISH CONSULTING SERVICES ("Agreement") is made and entered into as of the 24th day of March, 2008, by and between THE CITY OF MARYSVILLE, WASHINGTON (the "City") and RIVER OAKS COMMUNICATIONS CORPORATION, a Colorado corporation ("Consultant").

WHEREAS, the City desires to engage the Consultant to render the consulting services described in this Agreement and Consultant is qualified and willing to perform such services in accordance with and subject to the provisions of this Agreement; and

WHEREAS, sufficient legal authority and sufficient funds exist and are available for the work to be performed by Consultant under this Agreement and other necessary approvals have been obtained.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound, the parties agree as follows:

1. **The Project.** The Project ("Project") for which the Consultant has been retained is to assist the City in the cable franchise project involving Verizon.
2. **Consultant's Services.** The Consultant shall provide the cable television consulting services described in the attached Exhibit "A" ("Scope of Work").
3. **Additional Services.** When authorized by the City, the Consultant agrees to furnish additional services ("Additional Services") in connection with the Project due to changes in the scope of the Project or the City's desire for additional or different work to be performed by Consultant. Consultant shall receive compensation for such Additional Services as is provided for in the attached Exhibit "A".
4. **Consultant's Fees.** The compensation for the Consultant's services hereunder shall be as set forth in the attached Exhibit "A". The Consultant shall submit invoices to the City for services rendered and costs incurred, such invoices to be in such form and detail as shall reasonably be required by the City. The City agrees to pay the Consultant within thirty (30) days of receipt of a properly documented invoice.
5. **Completion of Services.** The Consultant understands and agrees that time is an essential requirement of this Agreement. The Services shall be completed as soon as good practice and due diligence will permit, and according to a proposed schedule, which may be modified as necessary by mutual agreement of the parties.

6. Termination.

6.1 This Agreement may be terminated by either party upon thirty (30) days' prior written notice to the other party.

6.2 In the event of termination as provided in this Section, the City shall pay the Consultant in full for services performed and costs incurred to the date of notice of termination, plus any services and costs the City deems necessary during the notice period.

7. Insurance.

7.1 (A) Consultant agrees to procure and maintain during the entire term of this Agreement, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands and other obligations assumed by Consultant for the Services provided subject to the express provisions and limitations set forth in this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law.

(B) Professional Business Liability insurance with minimum combined single limits of \$1,000,000 shall be procured.

7.2 Any insurance carried by the City, its officers, or its employees, or carried by or provided through any insurance pool of the City, shall be excess and not contributory insurance to that provided by Consultant.

7.3 Notwithstanding any other portion of this Agreement, failure on the part of the Consultant to procure or maintain policies providing the required coverages shall constitute a breach of this Agreement for which the City may, after giving Consultant thirty (30) days' prior written notice, procure or renew any such policy and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.

8. Compliance with Laws. Consultant agrees that, in the performance of its Services under this Agreement, it shall comply fully with any and all federal, state and local laws and regulations now in effect, hereafter enacted or otherwise becoming effective during the term of this Agreement which are applicable to Consultant and its employees. Without limiting the generality of the foregoing, Consultant shall not discriminate against any person because of race, sex, disability, age, creed, color, religion or national origin in connection with its performance of this Agreement, and shall comply with the Americans With Disabilities Act, and all applicable regulations and rules promulgated thereunder by any regulatory agency.

9. Prohibited Interest. No official or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

10. Books and Records. The Consultant's books and records with respect to the Services and reimbursable costs shall be kept in accordance with recognized accounting principles and practices, consistently applied, and will be made available for the City's inspection at all reasonable times at the places where the same may be kept. The Consultant shall not be required to retain such books and records for more than six (6) years after completion of the Services.

11. Ownership of Documents; Reuse. All documents relating to the Services shall be the joint property of the City and Consultant. Upon completion of the Services, or at such other time as the City may require, the Consultant shall deliver to the City a complete set of such documents and such additional copies thereof as the City may reasonably request. All documents prepared by Consultant pursuant to this Agreement are instruments of service in respect of the Project. Any reuse without written verification or without adaptation by Consultant for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Consultant; and the City shall indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees and costs arising out of or resulting from the City's use of Consultant's work product pursuant to this paragraph.

12. Professional Liability. The Consultant shall exercise in its performance of the Services hereunder the standard of care required for Consultant's services. The Consultant shall be liable to the City for any loss, damage or costs incurred by the City as a result of any failure of the Consultant to comply with this standard.

13. Indemnification. Consultant agrees to indemnify and hold harmless the City, its officers, and employees, from and against all liability, claims and demands on account of injury, loss or damage, which arise out of or are in any manner connected with this Agreement if such injury, loss or damage is caused in whole or in part by the negligence of Consultant, or any officer, employee, representative, or agent of the Consultant, except to the extent such liability, claim or demand arises through the negligence of the City, its officers, employees or agents.

14. Notices. Any notices required or permitted hereunder shall be sufficient if sent by overnight delivery or certified mail, return receipt requested, addressed as follows:

If to the City: City of Marysville
 1049 State Avenue
 Marysville, WA 98270

If to the Consultant: River Oaks Communications Corporation
 6860 South Yosemite Court, Suite 2000
 Centennial, CO 80112

Notices personally delivered shall be effective upon delivery. Mailed notices shall be effective five business days after mailing.

15. Information Prepared by Others. During the course of the Project, the Consultant may use information which has been prepared by others. The Consultant shall advise the City of any errors or omissions discovered during the use of such information; however, the Consultant shall not be responsible for discovering any or all errors or omissions in such information, nor for any damages attributable to defects in the information prepared by others.

16. Attorneys' Fees. If any action is brought in a court of law by either party to this Agreement concerning the enforcement, interpretation or construction of this Agreement, the prevailing or substantially prevailing party, either at trial or upon appeal, shall be entitled to reasonable attorneys' fees as well as costs, including expert witness fees, incurred in the prosecution or defense of such action.

17. Applicable Laws and Venue. This Agreement, and all questions concerning its execution, validity or performance shall be interpreted in all respects in accordance with the laws of the State of Washington. Venue for any action concerning the enforcement, interpretation or construction of this Agreement shall be in Snohomish County, Washington.

18. Entire Agreement. This Agreement shall constitute the entire agreement between the parties hereto regarding the subject matter hereof, and shall supersede all prior discussions and negotiations, whether written or oral, pertaining to the Project.

19. Modification. This Agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.

20. Copies. This Agreement may be executed simultaneously in two or more copies, each of which shall be considered an original for all purposes and all of which together shall constitute but one and the same instrument.

21. Paragraph Headings. Paragraph headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Agreement.

22. Waiver. The failure of either party to exercise any of its rights under this Agreement shall not be a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving its rights.

23. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first appearing above.

CONSULTANT:
RIVER OAKS COMMUNICATIONS

CITY OF MARYSVILLE

CORPORATION

By: _____
Vice President

By: _____
Title _____

Approved AS To Form:

Scott K. (Weiss) 2-28-08
City Attorney

Exhibit "A"

SCOPE OF WORK

Scope of Work regarding the Video Franchise project involving Verizon as agreed to by the City and Consultant relating to Consultant's services:

1. Review existing Video Franchise between the City and Comcast.
2. Review the existing Cable Ordinance in the City and its impact upon Verizon.
3. Take into account and advise the City with respect to the First/Second FCC Orders that impact video entrants/incumbents such as Verizon/Comcast.
4. Work with the City to identify goals/objectives to be addressed in the new City/Verizon Cable Franchise.
5. Address PEG Access/I-Net-related issues given existing PEG Access/I-Net facilities and equipment in the City.
6. Assist the City in determining the number and location of free cable drops/services provided by Comcast and how those will relate to Verizon.
7. Participate in meetings with the City and Verizon and on conference calls.
8. Review what Verizon has agreed to in several comparable franchises.
9. Draft the new City/Verizon Video/Cable Franchise and participate in the negotiating sessions with Verizon.
10. Perform other cable consulting services as requested by the City.
11. Present the Franchise to the City Council for final approval.

Fee Schedule

In consideration of the services to be performed pursuant to the Scope of Work, the City agrees to pay the Consultant on a time and reimbursable cost basis according to the following schedule:

Billing rates: \$245.00/hour (one-half the hourly rate for travel)

Reimbursable direct costs:

Federal Express

Postage

Long Distance Telephone Charges
Outside Clerical
Fax
Copies
Travel, Meals and Lodging

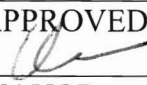
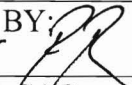
not to exceed

It is estimated that from March 24, 2008 until July 28, 2008, Consultant will work on the City's behalf in connection with matters described in the Scope of Work in the amount of \$20,000 (including expenses). That figure may further increase by mutual agreement of the parties, it being understood and agreed that the cooperation or lack of cooperation by Verizon will have a significant bearing upon the total cost.

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: March 24, 2008

AGENDA ITEM: Supplemental Agreement No. 1 with HDR Engineering, Inc.	AGENDA SECTION: New Business	
PREPARED BY: David Zull, P.E., Project Manager	AGENDA NUMBER:	
ATTACHMENTS: Supplemental Agreement No. 1	APPROVED BY:  	
	MAYOR	CAO
BUDGET CODE: 40143410.541000, W0704	AMOUNT: \$69,351.00	

This Supplemental Agreement No. 1 provides for the modification of the Scope of Work to include extra services involving development of an electronic Operations and Maintenance Manual.

The amount payable to the Consultant is summarized as follows:

Original Agreement	\$250,000.00
Supplemental Agreement No. 1	<u>\$ 69,351.00</u>
Grand Total	\$319,351.00

RECOMMENDED ACTION:

Staff recommends that the Council authorize the Mayor to sign Supplemental Agreement No. 1 in the amount of \$69,351.00 with HDR Engineering, Inc.

COUNCIL ACTION:

**SUPPLEMENTAL AGREEMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF MARYSVILLE AND
HDR ENGINEERING, INC**

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

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement to update the City's Water Comprehensive Plan, hereinafter called the "Project," said Agreement being dated May 15, 2007; and

WHEREAS, both parties desire to supplement said Agreement, by expanding the Scope of Services to provide for an electronic operations and maintenance manual and to amend the total amount payable for this Agreement,

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

Each and every provision of the Original Agreement for Professional Services dated May 15, 2007, shall remain in full force and effect, except as modified in the following sections:

1. Article II of the Original Agreement, "SCOPE OF SERVICES", shall be supplemented to include the Scope of Services as described in Exhibit A1, attached hereto and by this reference made part of this Supplemental Agreement No. 1.

PROFESSIONAL SERVICES AGREEMENT - 1
Supplement

/wpf/forms/municipal/MV0038.B

2. Article IV of the Original Agreement, "OBLIGATIONS OF THE CITY", Paragraph 4.1 Payments, the third sentence is amended to include the additional Consultant fee of \$69,351.00 and shall read as follows: "....shall total payment under this agreement exceed **\$319,351.00.**"

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

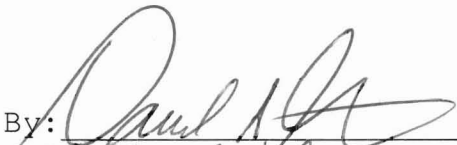
Original Agreement	\$250,000.00
Supplemental Agreement No.1	<u>\$ 69,351.00</u>
Grand Total	\$319,351.00

IN WITNESS WHEREOF, the parties hereto have executed this SUPPLEMENTAL AGREEMENT NO. 1 as of the day and year first above written.

CITY OF MARYSVILLE

HDR ENGINEERING, INC.

By: _____
Mayor

By: 
Its Sr. Vice President

ATTEST/AUTHENTICATED:

City Clerk

APPROVED AS TO FORM:

Marysville City Attorney

PROFESSIONAL SERVICES AGREEMENT - 2
Supplement

/wpf/forms/municipal/MV0038.B

Water Comprehensive Plan – Supplemental Agreement**Electronic Operations and Maintenance Manual****Scope of Work**

The City has requested that an electronic Operations and Maintenance Manual (eO&M Manual) be prepared for the City's Water System to include all of the North 240 Zone System. The South Service Area will be added at a later date. The City has requested that these services be provided by the Engineer's Operations Specialist.

The scope of work for this task is organized by the following subtasks:

Subtask	Description
0	Project Management
1	eO&M Web Development
2.0	eO&M Content Development
2.1	Reference Section
2.2	North Service Area
2.3	Edward Springs
2.4	Lake Goodwin
2.5	Stillaguamish Ranney
2.6	Stillaguamish Membrane Water Treatment Plant
2.7	South Service Area (Place holder only)
3	eO&M Manual – Installation and Training

eO&M Manual Architecture

The eO&M Manual will be developed as a web application in the Microsoft ASP.net web environment and will function on the City's Windows based server. The eO&M Manual will be internally accessible via Internet Explorer and will not be accessible by the general public. An on-line HTML text editor (Cute Editor) will be embedded in the eO&M Manual web pages to enable easy text editing without having to know HTML. HDR owns a Cute Editor Enterprise License which allows for free distribution as long as the software is used on HDR's eO&M application. Static data will be retrieved from an SQL database. Other database options are available if necessary to coordinate with City software.

eO&M Manual Hardware Requirements

Microsoft Windows machine (running Microsoft Windows Server 2003) and at least a 2.0 GHz processor or better and 1 gig of RAM and at least 50 gigs of hard drive space.

eO&M Manual Software Requirements

- IIS (Internet Information Services 5.0 or higher)
- Microsoft .NET(pronounced dot net) Framework 1.1
- SQL Server 2005 or later

Task 0 - Project Management

Purpose

Plan and execute the preparation of the eO&M Manual in accordance with the contract scope, schedule, and budget. Monitor project progress, including work completed, work remaining, budget expended, schedule, estimated cost of work remaining and estimated cost at completion. Manage activities within task budgets. Advise City Project Manager of project status. Prepare and submit monthly narrative report and invoice.

HDR Deliverables

1. Memoranda and meeting notes as required.
2. Monthly narrative report and invoice

City Deliverables

1. Participate in teleconferences and meetings.
2. Review narrative reports and approve invoice.
3. Review and approve modifications to approach, schedule and deliverables as appropriate.

Task 1 – eO&M Web Development

Purpose

The purpose of this task is to prepare a web site map to illustrate the comprehensive eO&M Manual for the entire water system in order to develop a eO&M platform that can be expanded on as the utility expands or adds additional content

The purpose of developing an eO&M Manual web site map is to:

1. Illustrate the eO&M Manual structure and organization.
2. Show the level of detail for each unit process.
3. Explain how navigation (hyperlinks) between each section will be implemented.
4. Provide a guide to what additional reference information will be included in the eO&M Manual including hyperlinks to specific equipment O&M manuals provided by equipment suppliers.

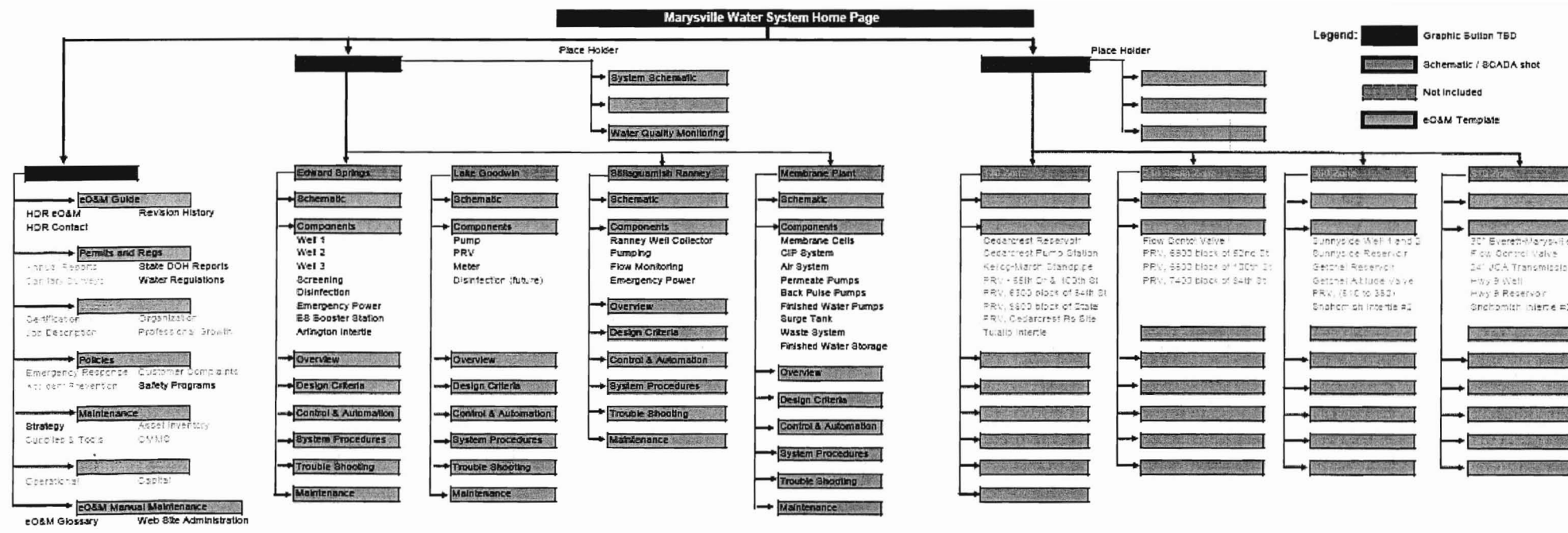
The example on the next page is a rough draft of the proposed Marysville web site map. The gray text is subject content not included in this scope of work.

HDR Deliverables

1. Meeting agendas and meeting minutes for one workshop.
2. Draft and final eO&M Manual web site maps.

City Deliverables

1. Meeting space.
2. Participation in one 2-hour workshop if required.
3. Review of draft and final eO&M Manual web site maps.



Task 2 eO&M Manual Content Preparation

Purpose

The purpose of this task is prepare the eO&M Manual content as defined by the web site map and integrate the content into the eO&M Manual.

Text Content Definition

Prepare the O&M manual content and in the format as described in Table 1 for each process / system shown in the web site map:

Table 1 – Electronic O&M Content – For Each Unit Process	
Section	Text
Schematic	A quick reference to identify major components in the system. Can navigate from the schematic to the Component Table. A copy of the SCADA or HMI graphic, when available, will be used to illustrate the system.
Components	Keystone table that contains hyperlinks to equipment manuals and other information provided by equipment vendors in PDF file format.
Overview	A brief description of the system purpose, function, and theory of operation
Design Criteria	A table of process and or equipment attributes. Information may include; size, capacity, material, flow rate, pressure, and manufacturer contact.
Control & Automation	A formatted narrative description of manual and automatic controls.
System Procedures	A list of duties to be performed by operators when making daily process checks. General procedures for starting up and shutting down the process.
Troubleshooting	A list of process alarms showing possible causes and suggested responses. Troubleshooting charts as agreed to by staff and HDR.
Maintenance	A maintenance schedule and brief description of tasks site specific to this system based on manufacturers suggestion or the agencies maintenance management system work instructions.

Graphic Content Definition

HDR will develop figures, suitable for an O&M manual, from the SCADA system HMI screen graphics or a substitute agreed to by the City and HDR. Any figures prepared in Autocad will be converted to PDF file format for inclusion in the eO&M Manual.

In addition, HDR will incorporate the existing as-built drawings provided by the City into the eO&M Manual in PDF file format and provide hyperlinks to each drawing.

Items Not Included

The following items are not provided by HDR in this subtask:

1. Network server and personal computers, including standard network software.
2. Path and necessary server storage space on a City network server to house the eO&M Manual.
3. Ancillary software on the City computers necessary to run the eO&M Manual including Microsoft Internet Explorer, MS Windows or Vista and the SQL database.

Schedule

1. Submit draft eO&M Manual to City for review 120 days after approval of final eO&M Manual web site map.
2. Attend meeting at City to demonstrate draft eO&M Manual to plant staff.
3. City to provide review comments within 30 days.
4. Revise draft eO&M Manual based on City comments within 45 days.
5. Submit two copies of final O&M in electronic format on CD-ROM media to City.

HDR Deliverables

1. All content will be submitted and reviewed on the eO&M web site. No paper copies will be submitted.
2. Copy of draft eO&M Manual on a secure web site operated by HDR.
3. Copy of final eO&M Manual migrated to the City's file server.

City Deliverables

1. Review and comment on draft eO&M Manual.

Subtask 2.1 to 2.7 Subject Matter Content

Refer to the content site map for a description of the sections content.

Subtask 2.1 – Reference Section: This section will contain general information related to the City's Water System. The eO&M Help instructions can be found in this section.

Deliverable:

- HDR will format the site for future posting of City policies, programs, and records.
- HDR will post policies and programs as shown on the site map.

Subtask 2.2 – North 240 Zone: This section will contain information related to the City's North Service Area. An approved existing system map will be used for graphical navigation. Information obtained from the 2009 Water Comprehensive Plan's Water Quality chapter will be contained and hyperlinked to this section.

Deliverable:

- Graphic with hyperlinks allowing the user to navigate to Edwards Springs, Lake Goodwin, Stillaguamish Ranney and the Stillaguamish Water Treatment Plant.

Assumptions:

- An appropriate North 240 Zone system map can be used for graphical navigation.
- HMI screen graphics showing major components for the Stillaguamish Ranney and Treatment Plant already exist.

Subtask 2.3 – Edward Springs: This section will contain information related to the Edward Springs system. An approved process flow diagram or map will be used for graphical navigation to major components listed in the eO&M site map. This section will describe general operating procedures and design criteria.

Deliverable:

- Section as described in the site map.

Assumptions:

- Equipment service manuals and drawings will be provided by the City in PDF format.
- Troubleshooting charts will be developed with staff assistance.

Subtask 2.4 – Lake Goodwin: This section will contain information related to the Lake Goodwin system. An approved process flow diagram or map will be used for graphical navigation to major components listed in the eO&M site map. This section will describe general operating procedures and design criteria.

Deliverable:

- Section as described in the site map.

Assumptions:

- Equipment service manuals and drawings will be provided by the City in PDF format.
- Troubleshooting charts will be developed with staff assistance.

Subtask 2.5 – Stillaguamish Ranney: This section will contain information related to the Stillaguamish Ranney system. An approved process flow diagram or HMI graphic will be used for graphical navigation to major components listed in the eO&M site map. This section will describe general operating procedures and design criteria.

Deliverable:

- Section as described in the site map.

Assumptions:

- Equipment service manuals and drawings will be provided by the City in PDF format.
- Pump control loop descriptions can be provided by the City or SCADA integrator.
- Troubleshooting charts will be developed with staff assistance.

Subtask 2.6 – Stillaguamish Water Treatment Plant: This section will contain information related to the Stillaguamish Water Treatment Plant. An approved process flow diagram or HMI graphic will be used for graphical navigation to major components listed in the eO&M site map. This section will describe general operating procedures and design criteria.

Deliverable:

- Section as described in the site map.
- Three Standard Operating Procedures (SOP) listed in the System Procedures table.
 1. Normal Plant Startup
 2. Maintenance Clean
 3. Replacement of ZeeWeed Cassette

Assumptions:

- Equipment service manuals and drawings will be provided by the City in PDF format.
- Pump control loop descriptions can be provided by the City or SCADA integrator.

- Troubleshooting charts will be developed with staff assistance.
- Staff familiar with plant systems will be available to assist in developing SOP's.
- The existing treatment plant Operations Manual will be used to populate this section.

Subtask 2.7 – South Service Area: The purpose of this task is to insert a place holder for future eO&M development.

Deliverable:

- Graphic with hyperlinks will be developed to navigate to empty shell templates for the 170 Zone, 240 South Zone, 360 Zone, and 510 Zone.

Assumptions:

- An appropriate South Service Area system map can be used for graphical navigation.

Task 3.0 eO&M Manual – Installation and Training

HDR will coordinate installation of the draft eO&M Manual on City's server with the City's IT staff. The City will need to provide HDR remote access to the City server via VPN or equivalent to continually update the draft version to the final version. If remote access is unavailable HDR will develop the final eO&M Manual version and deploy it at the end of the project.

HDR will schedule a meeting with the plant staff and facilitate two one-hour training sessions for the plant staff on how to use and maintain the eO&M Manual.

The first one-hour training session will provide general instruction and use of the eO&M. The second one-hour training session will provide instruction on how the plant staff can edit and revise the eO&M.

HDR Deliverables

1. Coordination with City's IT staff.
2. Two one-hour training sessions at plant.

City Deliverables

1. Availability of City IT staff for eO&M Manual installation.
2. Meeting space for eO&M Manual training sessions on City computer.
3. Participation in two 1-hour training sessions.

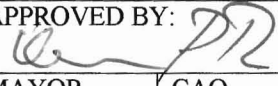
Exhibit B
FEE ESTIMATE
Water Comprehensive Plan
for
City of Marysville
February 8, 2008

City of Marysville - Electronic O&M Development

Task Description	Hours	Labor Cost with Overhead	Direct Expenses	Profit (12% Labor)	Total Fee
Task 0 - Project Management	23	\$2,689	\$214	\$323	\$3,225
Task 1 - Web Development	16	\$1,571	\$586	\$189	\$2,345
Task 2.0 - Content Development					
Task 2.1 - Reference Section	36	\$4,054	\$148	\$487	\$4,688
Task 2.2 - North Service Area	41	\$4,054	\$468	\$487	\$5,009
Task 2.3 - Edward Springs	72	\$8,183	\$895	\$982	\$10,060
Task 2.4 - Lake Goodwin	34	\$4,075	\$339	\$489	\$4,903
Task 2.5 - Stilliguamish Ranney	37	\$4,354	\$752	\$523	\$5,629
Task 2.6 - Stilliguamish Membrane Plant	210	\$25,950	\$2,961	\$3,114	\$32,025
Task 2.7 - South Service Area	4	\$277	\$316	\$33	\$626
Task 3.0 - eO&M Manual Installation and Training	6	\$728	\$25	\$87	\$840
Totals	479	\$55,935	\$6,704	\$6,712	\$69,351

CITY OF MARYSVILLE
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: March 24, 2008

AGENDA ITEM: Surplus Police vehicles and Equipment	AGENDA SECTION:	
PREPARED BY: Mike Shepard , Fleet & Facilities Manager	AGENDA NUMBER:	
ATTACHMENTS: Resolution declaring certain items to be surplus	APPROVED BY: 	
	MAYOR	CAO
BUDGET CODE:	AMOUNT	

Fleet and Facilities Services is requesting to surplus equipment items and two vehicles for the Police Department. The VHF Varda alarm systems and six radios do not operate on the new 800 MHz frequency and are obsolete. There are various types of cameras and film that are obsolete due to the Police Department switching to digital cameras. The M26 Advanced Tasers are obsolete and have been replaced with newer X26 Tasers that are belt units that have a longer battery life.

The two Police cars were wrecked and are not operational. Police car 959 was purchased by WCIA Insurance Company. Police car P118 is being used for salvage parts by Fleet Services and when the usable parts have been removed the vehicle will be sold as scrap metal.

RECOMMENDED ACTION:
Staff recommends that Marysville City Council authorize the Mayor to sign Resolution 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.

Quantity	Asset #	Make	Model	Disposition	Serial Number
1		Varda VHF Alarm	S150	Operational	2-280-2
3		Vivitar	35DB	Operational	Various
1		Vivitar	PS 135	Operational	3A319022
1		Canon Camera	AF	Operational	9211319
1		Polaroid Camera	3000 AF	Operational	Unknown
1		Advanced Taser	M26	Operational	P2-013060
1		Advanced Taser	M26	Operational	P2-013063
1		Advanced Taser	M26	Operational	P4-021521
1		Advanced Taser	M26	Operational	P4-021513
1		Advanced Taser	M26	Operational	P4-021567
5		Motorola Radio	Radius P-200	Operational	Various
2		Motorola	Radius/Chargers	Operational	None
1		Motorola	HT1000	Operational	402AVEL039Z
1		Fujifilm	FINEpIX A200	Operational	3AA09509
1		Fujifilm	FINEpIX A200	Operational	2DA59657
1		Fujifilm	FINEpIX A200	Operational	3AA0264D
1	959	1998 Ford	Crown Victoria	Wrecked	2FAFP71W2WX140827
1	P118	2005 Ford	Crown Victoria	Wrecked	2FAHP71W15X150787

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
_____ 2008.

CITY OF MARYSVILLE

MAYOR

Attest:

City Clerk


Approved as to Form:

City Attorney

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: **March 24, 2008**

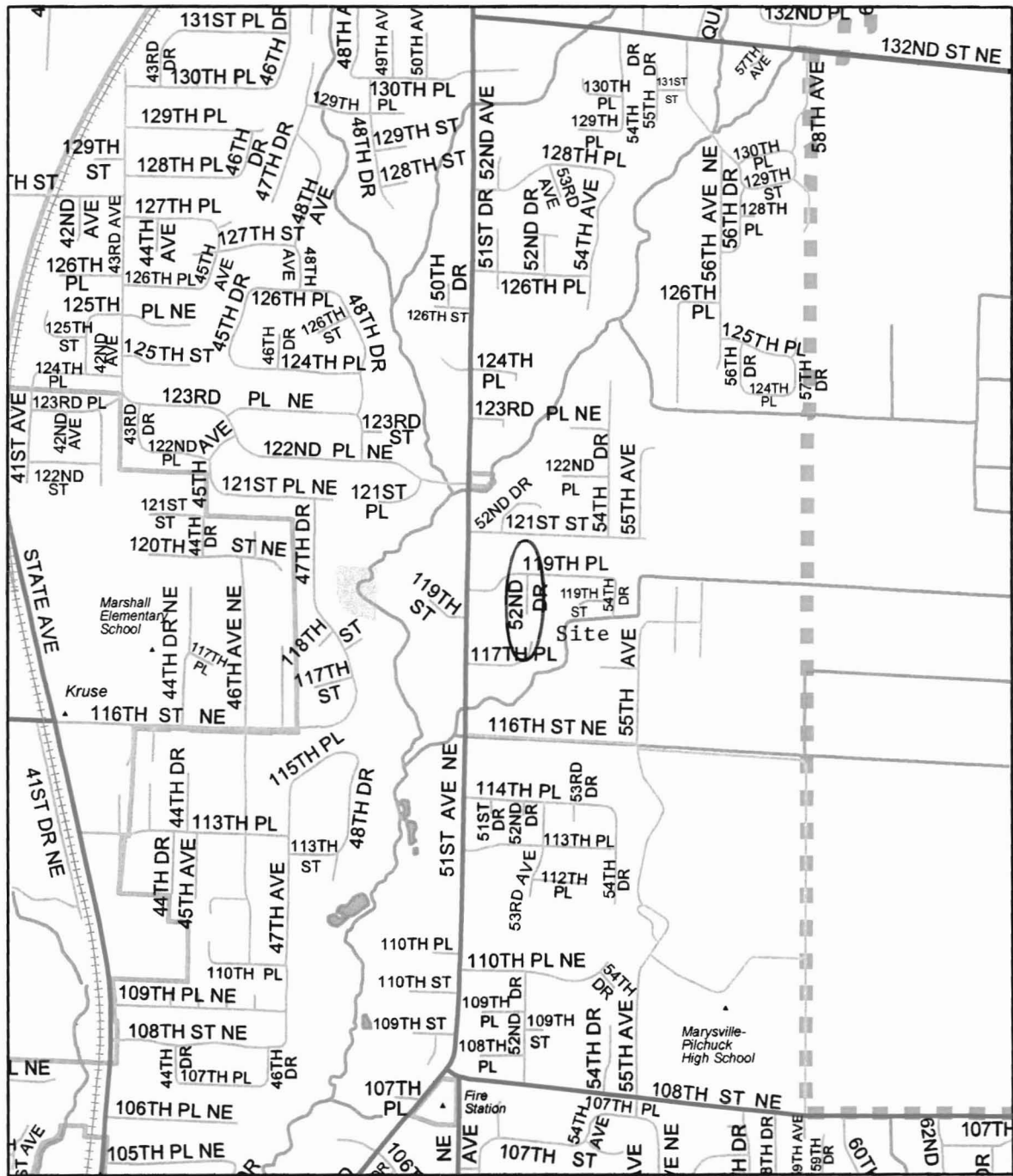
AGENDA ITEM: Recovery Contract (Sewer) for K & D Development , LLC	AGENDA SECTION:	
PREPARED BY: Deryl Taylor, Development Services Technician	AGENDA NUMBER:	
ATTACHMENTS: <ul style="list-style-type: none">• Sewer Recovery Contract• Exhibit A – Vicinity Map• Exhibit B – Parcel Map• Exhibit C – Property/Cost Sheet	APPROVED BY:	
	 MAYOR	CAO
BUDGET CODE:	AMOUNT:	

This Recovery Contract establishes a fair fee for latecomers benefiting from an 8" sewer main serving the short plat of K & D Development, LLC located on 52nd Drive NE south of 119th Place NE.

The recoverable amount of this Recovery Contract is \$4,109.84.

RECOMMENDED ACTION: Public Works and Community Development staff recommends Council authorize the Mayor to sign the contract.
COUNCIL ACTION:

Exhibit A - Vicinity Map



- Interstate highway
- State highway
- Arterial
- Trails
- Places
- Urban growth area
- City parks and open space
- Tulip reservation
- Marysville city limits

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

Item 14 - 3

Exhibit C

K & D Development, LLC Short Plat – Sewer

	Owner/Address	Parcel	LF	Cost \$25.06/lf	Date Paid
1	11905 52 nd Dr NE Hayes	300510-002-033-00	82	\$2,054.92	
2	11829 52 nd Dr NE Buma	300510-002-038-00	82	\$2,054.92	
	Subtotal - Recoverable		164	\$4,109.84	
	Developer's Share			\$4,110.16	
	Total Project Cost			\$8,220.00	

After Recording Return to:

CITY OF MARYSVILLE
80 COLUMBIA AVENUE
MARYSVILLE, WA 98270

**CITY OF MARYSVILLE
CONTRACT FOR RECOVERY OF UTILITY CONSTRUCTION COSTS
CONTRACT NO. _____**

THIS AGREEMENT, entered into by and between the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, hereinafter referred to as "City," and

Name
K & D Development, LLC

Address
**25730 38th Ave NW
Stanwood, WA 98292**

hereinafter referred to as "Developer."

W I T N E S S E T H:

WHEREAS, the Developer has constructed and installed a sewer (water, sewer, or storm drainage) system, including a(n) 8-inch line and appurtenances situated as follows:

Approximately 174 LF of 8" offsite sewer main located on 52nd Drive NE south of 119th Place NE serving the K & D Short Plat.

WHEREAS, the Developer has conveyed said system by Bill of Sale to the City and the City has accepted ownership and maintenance of the same under its sole jurisdiction, subject to a one-year warranty by the Developer; and

WHEREAS, the parties desire to enter into a contract pursuant to Chapter 35.91 RCW providing for reimbursement to the Developer for its construction and installation costs by subsequent users of the system; NOW, THEREFORE,

IN CONSIDERATION of the covenants bargained for and given in exchange, the parties mutually agree as follows:

1. The Developer has furnished or shall furnish the City with an as-built drawing of the installation of the above-referenced system on mylar, 24" x 36" in size, together with receipted bills showing that all charges and expenses incurred in connection with the installation have been paid.

2. The Developer's costs for construction and installation of said utility lines and facilities, including engineering fees, were \$8,220.00, which have been paid in full by the Developer.

3. The real property described below (or described in the exhibit attached hereto) is benefited by the installation of said utility lines, and is subject to the lien created by this Contract:

Two properties located in the NW Quarter of Section 10, Township 30 North, Range 5 East, W.M. Tax parcel #'s 300510-002-033-00 & 300510-002-038-00.

4. The proportionate share of the total cost of the utility lines which may be fairly attributed to serving and benefiting the above-described property, as a whole, rather than serving and benefiting the property of the Developer, is \$4,109.84.

5. For a period not to exceed fifteen (15) years from the date of this agreement, the City agrees to require the owners of the above-described real estate who hereafter connect to the above-described utility system to pay a fair pro rata share of the cost referred to in paragraph 4 above. This fair pro-rata share shall be determined from the length of the street frontage of the property to be served, which is known as the "front footage charge." This, however, does not include any other capital improvement charges levied by the City, whether it be by square footage of the area served, and/or a flat fee. No property extending beyond the terminus of the above-described system, as of the date said system has been accepted by the City, shall be served by said system unless there is an extension from said terminus which is constructed and financed in accordance with state and local laws and ordinances.

6. The fair pro-rata share is hereby established to be \$25.06 per lineal foot of frontage.

7. No person, firm or corporation shall be granted a permit or be authorized by the City to connect to or use the above-described utility system during said fifteen-year period without first meeting the following conditions:

- a. If the property is not within the City limits, the owner thereof must sign an annexation covenant as required by City ordinance.
- b. Payment of all applicable connection charges, fees and assessments regularly imposed by City ordinance.
- c. Payment of the recovery charge referred to in this Contract.
- d. Compliance with all requirements for utility connections which are regularly imposed by City ordinance.

8. The City shall deduct a fee of \$50.00 for each utility connection, said fee to be kept by the City to cover the cost of administering this Contract. The City shall then disburse the remaining balance which is collected for each connection to the Developer within thirty (30) days of receipt thereof. If the Developer shall hereafter assign its rights herein, the City shall be provided with a signed copy of such assignment by the Developer. The Developer hereby waives any claim which it or its successors or assigns may have if the City negligently fails to collect a reimbursement charge from a property owner connecting to the utility system.

9. At the end of the fifteen-year period, which shall commence upon the recording of this agreement, this agreement shall terminate in and of itself, notwithstanding that the full amount provided for herein may not have been recovered. Connection charges subsequent to the termination of this agreement shall be governed by ordinance of the City of Marysville, and all such charges shall be paid to the City for its use and benefit.

10. The provisions of this Contract shall not be construed as establishing the City as a public utility in the areas not already connected to the utility system; nor shall this Contract be construed as establishing express or implied rights for any property owner to connect to the City's utility system without first qualifying for such connection by compliance with all applicable City codes and ordinances.

11. The Developer agrees to hold the City harmless from any and all liability resulting from errors in the legal descriptions contained herein, and the City is relieved of all responsibility under this agreement for collecting on parcels not properly included in the legal descriptions set forth in Section 3 of this contract.

12. This Contract shall be recorded in the records of the Snohomish County Auditor, and it shall be binding upon the parties, their heirs, successors and assigns. The Developer agrees to reimburse the City for the recording fee and for all legal fees and other costs associated with the execution and recordation of the agreement.

ATTEST:

THE CITY OF MARYSVILLE:

By: _____
CITY CLERK

By: _____
MAYOR

APPROVED AS TO FORM:

DEVELOPER:

By: _____
CITY ATTORNEY


David L. Nelson, Managing Member
K & D Development, LLC

For Mayor:

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that **DENNIS L. KENDALL** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the **Mayor of the City of Marysville**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this ____ day of _____, 20 ____.

(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____

For Individual:

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that _____ signed this instrument and acknowledged it to be _____ free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this ____ day of _____, 20 ____.

(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____

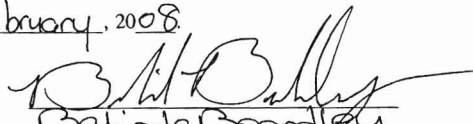
For Representative or Company:

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that **David L. Nelson** is the person who appeared before me, and said person acknowledged that **he** signed this instrument, on oath stated that **he** was authorized to execute the instrument and acknowledged it as the **Managing Member of K & D Development, LLC** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 22nd day of February, 2008.





(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at Marysville
My commission expires 6/15/08

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: **March 24, 2008**

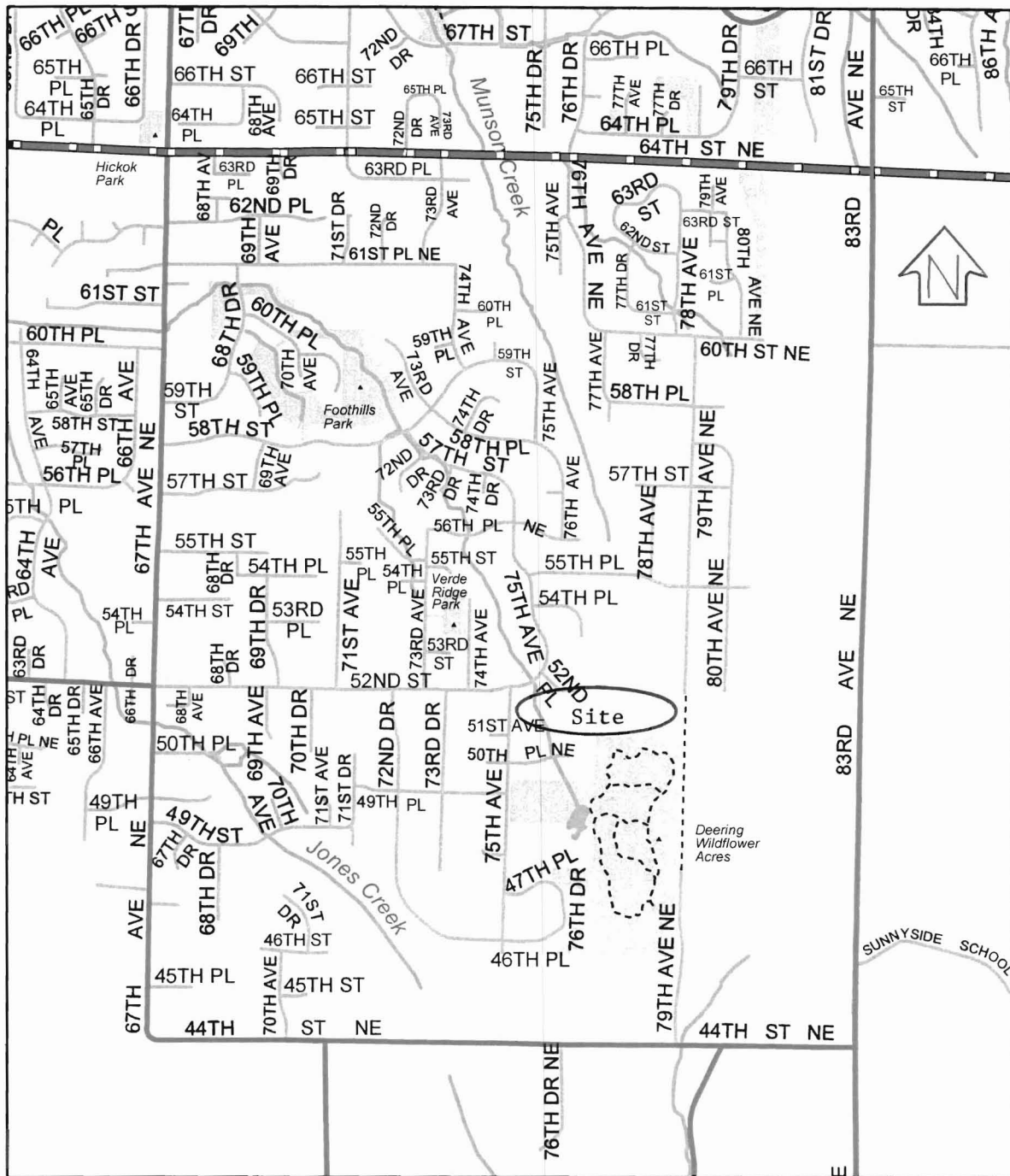
AGENDA ITEM: Recovery Contract (Sewer) for Darling Investment, LLC	AGENDA SECTION:	
PREPARED BY: Deryl Taylor, Development Services Technician	AGENDA NUMBER:	
ATTACHMENTS: <ul style="list-style-type: none">• Sewer Recovery Contract• Exhibit A – Vicinity Map• Exhibit B – Parcel Map• Exhibit C – Property/Cost Sheet	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

This Recovery Contract establishes a fair fee for latecomers benefiting from a 10" sewer main serving the short plat of Harvest Pond located between 75th Ave & 79th Ave south of 52nd St NE.

The recoverable amount of this Recovery Contract is \$65,844.90.

RECOMMENDED ACTION: Public Works and Community Development staff recommends Council authorize the Mayor to sign the contract.
COUNCIL ACTION:

Exhibit A - Vicinity Map



- Interstate highway
- State highway
- Arterial
- Trails
- Places
- Urban growth area
- City parks and open space
- Tulip reservation
- Marysville city limits

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

Developer's Property
Benefiting Property
Sewer Main

Item 15 - 3

Exhibit C

Harvest Pond Short Plat – Sewer

	Owner/Address	Parcel	LF	Cost \$73.90/lf	Date Paid
1	5113 75 th Ave NE Hardison	005907-000-108-01 Lot 1	528	\$39,019.20	
2	5111 75 th Ave NE Fondse	005907-000-107-00 Lot 2	215	\$15,888.50	
3	5105 75 th Ave NE Greene	005907-000-107-03 Lot 3	148	\$10,937.20	
	Subtotal - Recoverable			\$65,844.90	
	Developer's Share			\$71,325.15	
	Total Project Cost			\$137,170.05	

After Recording Return to:

CITY OF MARYSVILLE
80 COLUMBIA AVENUE
MARYSVILLE, WA 98270

**CITY OF MARYSVILLE
CONTRACT FOR RECOVERY OF UTILITY CONSTRUCTION COSTS
CONTRACT NO. _____**

THIS AGREEMENT, entered into by and between the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, hereinafter referred to as "City," and

Name
Darling Investment, LLC

Address
**7323 126th Ave NE
Kirkland, WA 98033**

hereinafter referred to as "Developer."

W I T N E S S E T H:

WHEREAS, the Developer has constructed and installed a sewer (water, sewer, or storm drainage) system, including a(n) 10-inch line and appurtenances situated as follows:

Approximately 928 LF of 10" offsite sewer main located in the 5100 Block between 75th Ave NE & 79th Ave NE serving the short plat of Harvest Pond.

WHEREAS, the Developer has conveyed said system by Bill of Sale to the City and the City has accepted ownership and maintenance of the same under its sole jurisdiction, subject to a one-year warranty by the Developer; and

WHEREAS, the parties desire to enter into a contract pursuant to Chapter 35.91 RCW providing for reimbursement to the Developer for its construction and installation costs by subsequent users of the system; NOW, THEREFORE,

IN CONSIDERATION of the covenants bargained for and given in exchange, the parties mutually agree as follows:

1. The Developer has furnished or shall furnish the City with an as-built drawing of the installation of the above-referenced system on mylar, 24" x 36" in size, together with receipted bills showing that all charges and expenses incurred in connection with the installation have been paid.

2. The Developer's costs for construction and installation of said utility lines and facilities, including engineering fees, were \$137,170.05, which have been paid in full by the Developer.

3. The real property described below (or described in the exhibit attached hereto) is benefited by the installation of said utility lines, and is subject to the lien created by this Contract:

Three properties located in the SE Quarter of Section 35, Township 30 North, Range 5 East, W.M. Tax parcel #'s 005907-000-108-01, 005907-000-107-00 & 005907-000-107-03.

4. The proportionate share of the total cost of the utility lines which may be fairly attributed to serving and benefiting the above-described property, as a whole, rather than serving and benefiting the property of the Developer, is \$65,844.90.

5. For a period not to exceed fifteen (15) years from the date of this agreement, the City agrees to require the owners of the above-described real estate who hereafter connect to the above-described utility system to pay a fair pro rata share of the cost referred to in paragraph 4 above. This fair pro-rata share shall be determined from the length of the street frontage of the property to be served, which is known as the "front footage charge." This, however, does not include any other capital improvement charges levied by the City, whether it be by square footage of the area served, and/or a flat fee. No property extending beyond the terminus of the above-described system, as of the date said system has been accepted by the City, shall be served by said system unless there is an extension from said terminus which is constructed and financed in accordance with state and local laws and ordinances.

6. The fair pro-rata share is hereby established to be \$73.90 per lineal foot of frontage.

7. No person, firm or corporation shall be granted a permit or be authorized by the City to connect to or use the above-described utility system during said fifteen-year period without first meeting the following conditions:

- a. If the property is not within the City limits, the owner thereof must sign an annexation covenant as required by City ordinance.
- b. Payment of all applicable connection charges, fees and assessments regularly imposed by City ordinance.
- c. Payment of the recovery charge referred to in this Contract.
- d. Compliance with all requirements for utility connections which are regularly imposed by City ordinance.

8. The City shall deduct a fee of \$50.00 for each utility connection, said fee to be kept by the City to cover the cost of administering this Contract. The City shall then disburse the remaining balance which is collected for each connection to the Developer within thirty (30) days of receipt thereof. If the Developer shall hereafter assign its rights herein, the City shall be provided with a signed copy of such assignment by the Developer. The Developer hereby waives any claim which it or its successors or assigns may have if the City negligently fails to collect a reimbursement charge from a property owner connecting to the utility system.

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10. The provisions of this Contract shall not be construed as establishing the City as a public utility in the areas not already connected to the utility system; nor shall this Contract be construed as establishing express or implied rights for any property owner to connect to the City's utility system without first qualifying for such connection by compliance with all applicable City codes and ordinances.

11. The Developer agrees to hold the City harmless from any and all liability resulting from errors in the legal descriptions contained herein, and the City is relieved of all responsibility under this agreement for collecting on parcels not properly included in the legal descriptions set forth in Section 3 of this contract.

12. This Contract shall be recorded in the records of the Snohomish County Auditor, and it shall be binding upon the parties, their heirs, successors and assigns. The Developer agrees to reimburse the City for the recording fee and for all legal fees and other costs associated with the execution and recordation of the agreement.

ATTEST:

THE CITY OF MARYSVILLE:

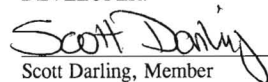
By: _____
CITY CLERK

By: _____
MAYOR

APPROVED AS TO FORM:

DEVELOPER:

By: _____
CITY ATTORNEY



Scott Darling, Member
Darling Investment, LLC

[illegible]

DATED this _____ day of _____, 20____.

For Individual:

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

DATED this _____ day of _____, 20____.

(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____

STATE OF WASHINGTON)
COUNTY OF SNOHOMISH) SS.

DATED this 21 day of Feb, 2008.

SHARYN KALES
(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at Silence
My commission expires 10-18-2011

