

Marysville City Council Work Session

July 6, 2009

7:00 p.m.

City Hall

Call to Order

Pledge of Allegiance

Roll Call

Committee Reports

Presentations

Discussion Items

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

1. Approval of June 15, 2009 City Council Work Session Minutes.
2. Approval of June 22, 2009 City Council Meeting Minutes.

Consent

3. Approval of June 17, 2009 Claims in the Amount of \$1,454,189.43; Paid by Check No.'s 56348 through 56493 with Check No.'s 51594, 55713, and 55749 Voided.
4. Approval of June 24, 2009 Claims in the Amount of \$384,678.43; Paid by Check No.'s 56494 through 56630.
5. Approval of July 1, 2009 Claims
6. Approval of June 19, 2009 Payroll in the Amount of \$914,818.32; Check No.'s 21495 through 21560.

Review Bids

7. Award Bid for the Sunnyside Well 1R Drilling and Development Project.
8. Award Bid to Modern Machinery Co., Inc. in the Amount of \$112,937.48 for the Purchase of a New Hydraulic Excavator.

Public Hearings

9. Joint Public Hearing between Marysville City Council and Snohomish County Council to Discuss the "Central Marysville Annexation". (Public Hearing to be held on July 13th)

Work Sessions are for City Council study and orientation – Public Input will be received at the July 13, 2009 City Council meeting.

Marysville City Council Work Session

July 6, 2009

7:00 p.m.

City Hall

New Business

10. Interlocal Agreement between the City of Marysville and Snohomish County Providing the Annexation to the City of the Area Known as the "Central Marysville Annexation" Pursuant to RCW 35A.14.460.
11. Interlocal Agreement between Snohomish County and the City of Marysville Concerning the Coordination of Improvements to 88th Street NE.
12. Approve Marysville Downtown Merchants Association to Conduct a Special Event on August 14th and August 15th, 2009, Including the Street Closure of 3rd Street between State Avenue and Alder Avenue, as well as the Alley between 3rd Street and 4th Street, as Requested by the Applicant.
13. Approve Orange Cab to Operate a For-Hire Business in Marysville.
14. Final Plat Mylar for Jacqueline Ridge – Phase 3.
15. Amended Basic Terms and Conditions Agreement through the Snohomish County Human Services Department providing for Reimbursement of Wages for the Program Clerk Position at KBSCC.
16. Acceptance of the SR 528 (47th Avenue NE to 67th Avenue NE) Road Improvement Project Marking Initiation of the 45-Day Lien Filing Period for Project Closeout.
17. Interlocal Agreement GCA-5715 with Washington State Department of Transportation for Police Traffic Control Services.
18. Incentive Payment Memorandum of Understanding (IMPOU) Agreement between the Social Security Administration and the Washington Association of Sheriffs and Police Chiefs.

Legal

Mayor's Business

Staff Business

Call on Councilmembers

Executive Session

- A. Litigation
- B. Personnel

Work Sessions are for City Council study and orientation – Public Input will be received at the July 13, 2009 City Council meeting.

Marysville City Council Work Session

July 6, 2009

7:00 p.m.

City Hall

C. Real Estate

Adjourn

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

COUNCIL



MINUTES

Work Session
June 15, 2009

Call to Order / Invocation / Pledge of Allegiance

Mayor Dennis Kendall called the June 15, 2009 meeting of the Marysville City Council to order at 7:00 p.m. and led those present in the Pledge of Allegiance.

Roll Call

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

Mayor: Dennis Kendall

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

Absent: None

Also Present: Chief Administrative Officer Mary Swenson, Finance Director Sandy Langdon, City Attorney Grant Weed, Public Works Director Kevin Nielsen, Police Commander Robb Lamoureux, Community Information Officer Doug Buell and Asst. Admin. Services Director Tracy Jeffries.

Committee Reports - None

Presentations - None

Discussion Items

Approval of Minutes

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

Consent Agenda Items

3. Approval of June 3, 2009 Claims in the Amount of \$2,070,466.37; Paid by Check No.'s 56096 through 56229 with No Check No.'s Voided.
4. Approval of June 10, 2009 Claims.
5. Approval of June 5, 2009 Payroll in the Amount of \$1,346,363.73; Paid by Check No.'s 21410 through 21494.

Review Bids

Public Hearings

6. Proposed Increase to Solid Waste Collection Rates.

Mayor Kendall announced that the hearing will be held on June 22 regarding the proposed increase to solid waste collection rates.

New Business

7. Acceptance of the Berrywoods Paving Project, Starting the 45-Day Lien Filing Period for Project Closeout.

Public Works Director Kevin Nielsen stated this project is complete. Councilmember Seibert asked about map. Kevin Nielsen said they would provide a better map.

8. Interlocal Agreement – Consortium for Negotiation of Transfer of Cable Franchise Agreement from Verizon Northwest, Inc. to Frontier Communications Corporation.

Doug Buell commented that two of the cities decided not to participate.

9. An Ordinance of the City of Marysville, Washington, Amending Ordinance 2540 and Chapter 7.08 of the Marysville Municipal Code by Amending MMC 7.08.110 Garbage Collection Rate Schedule and MMC 7.08.111 Yard Waste Collection Rate Schedule to Provide for Rate Adjustments to Take Effect July 1, 2009, January 1, 2010, January 1, 2011, and January 1, 2012.

Kevin Nielsen added that there will be a public hearing and PowerPoint presentation regarding this next week.

Jon Nehring asked when the last increase was. Director Nielsen thought that it was around 1999. He explained that Snohomish County has raised their tipping fees they may be raising their rates further. Jeff Seibert added that the County found that they are tipping less due to customers trying to save some money.

Mayor Kendall asked if the recycle rates will be going up. Director Nielsen replied that they have a contract with Waste Management for the recycle rates.

Mary Swenson informed the Council that there will be two contracts added to the agenda next week. The first is the court commissioner, Lorrie Towers, and the second contract is the golf pro, Dave Castleberry.

Legal

Mayor's Business

Mayor Kendall:

- He received an email from Gloria Hirashima indicating that she is reviewing the final Interlocal Agreement for the central annexation.
- Strawberry Festival is this week.

Staff Business

Rob Lamoureux stated that the Berry Run on Saturday was a huge success with over 250 participants. The police department did an outstanding job with traffic control. They are preparing for the events of the rest of the week.

Kevin Nielsen:

- They are working with the City Attorney to provide some free dirt.
- Staff is getting ready for the Strawberry festival.
- The contractor on 47th is doing cleanup and prepping to make sure it is ready for the festival.

Sandy Langdon reported that the auditors left today. So far everything looks good and she will let council know when the exit interview is scheduled.

Grant Weed gave an update on a notice from the State Gambling Commission regarding proposed amendments to the Tulalip Tribes Class III Gaming License.

Mary Swenson:

- Auditors are gone and Finance did a great job.
- Police department has been very busy. They got the vehicle back and are picking up two suspects in a recent crime. She commended the police department's work on this case.

Doug Buell reported that the Visitors Guides are out now.

Call on Councilmembers

Donna Wright congratulated the Finance department on the audit. She also applauded the Healthy Communities event and the publicity it received.

Lee Phillips had no comments.

John Soriano commended the work of the police department and the media.

Jon Nehring also praised the work of the police department on this difficult case.

Jeff Vaughan thanked Grant Weed for going through the information about the gambling issue.

Carmen Rasmussen reviewed the Affordable Housing - Now More Than Ever conference which she attended in Everett on Friday.

Jeff Seibert:

- He congratulated the police department and the detectives on the case.
- Healthy Communities Challenge received quite a bit of publicity.
- Congratulations to the Finance department on their work with the auditors.
- He requested repair of the bench downstairs.
- He brought up concerns about an area west of the tracks and south of 116th
- He requested an update on the sewer line issue. Director Nielsen stated that PUD bored through the city's sewer line with a 12" casing. He reviewed how this was corrected.
- Asked to have the phone company address an issue with wires on Grove Street.

Adjournment

Seeing no further business Mayor Kendall adjourned the meeting at 7:48 p.m.

Approved this _____ day of _____, 2009.

Mayor
Dennis Kendall

Asst. Admin. Svcs. Director
Tracy Jeffries

Call to Order/Pledge of Allegiance/Roll Call	7:00 p.m.
Presentations	
Employee of the Month Award	Presented
Employee Service Awards	Presented
Proclamation – Olympic Day	Presented
Approval of Minutes	
Approve June 1, 2009 City Council Work Session Minutes.	Approved
Approve June 8, 2009 City Council Meeting Minutes.	Approved
Consent Agenda	
Approve June 3, 2009 Claims in the Amount of \$2,070,466.37; Paid by Check No.'s 56096 through 56229 with No Check No.'s Voided.	Approved
Approve June 10, 2009 Claims in the Amount of \$3,848,576.35; Paid by Check No.'s 56230 through 56347 with Check No.'s 26016, 28521 and 56078 Voided.	Approved
Approve June 5, 2009 Payroll in the Amount of \$1,346,363.73; Paid by Check No.'s 21410 through 21494.	Approved
Acceptance of the Berrywoods Paving Project Starting the 45-Day Lien Filing Period for Project Closeout.	Approved
Approve Interlocal Agreement – Consortium for Negotiation of Transfer of Cable Franchise Agreement from Verizon Northwest, Inc. to Frontier Communications Corporation.	Approved
Review Bids	
Public Hearings	
Proposed Increase to Solid Waste Collection Rates.	Held
New Business	
Adopt an Ordinance of the City of Marysville, Washington, Amending Ordinance 2540 and Chapter 7.08 of the Marysville Municipal Code by Amending MMC 7.08.110 Garbage Collection Rate Schedule and MMC 7.08.111 Yard Waste Collection Rate Schedule to Provide for Rate Adjustments to Take Effect July 1, 2009, January 1, 2010, January 1, 2011, and January 1, 2012.	Approved Ord. No. 2779
Approve Second Amendment to Golf Course Professional Employment Agreement	Approved
Approve First Amendment to Contract for Marysville Municipal Court Commissioner.	Approved
Legal	
Mayor's Business	
Staff Business	
Call on Councilmembers	
Adjournment	8:34
Executive Session	8:45
Litigation – one matter pursuant to RCW 42.30.110(1)(i)	Held
Real Estate – one matter pursuant to RCW 42.30.110(1)(b)	Held
Adjournment	9:05

COUNCIL



MINUTES

Regular Meeting

June 22, 2009

Call to Order / Pledge of Allegiance

Mayor Kendall called the June 22, 2009 to order at 7:00 p.m. and led those present in the Pledge of Allegiance.

Roll Call

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

Mayor: Dennis Kendall

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

Absent: None

Also Present: Chief Administrative Officer Mary Swenson, Finance Director Sandy Langdon, City Attorney Grant Weed, Community Development Director Gloria Hirashima, Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, Police Commander Robb Lamoureux, Park Maintenance Manager Mike Robinson, Community Information Officer Doug Buell, Financial Analyst Allena Olson and Asst. Admin. Services Director Tracy Jeffries.

Committee Reports – None

Presentations

A. Employee of the Month.

Mayor Kendall presented Tara Mizell, Parks & Recreation Services Manager with the Employee of the Month award.

B. Employee Service Awards.

Jim Ballew presented **Tara Mizell, Parks & Recreation Service Manager** with her 15-year service award.

Kevin Nielsen recognized **Eric Erga, PW Maintenance Worker II** for his 15-year service award. Kevin informed that Eric was not able to make it tonight due to being on vacation.

Kevin Nielsen recognized **Paul Kinney, PW Lead Worker II** for his 10-year service award. Kevin informed that Paul could not be here tonight due to a prior commitment.

Mike Robinson presented **Sam Day, Parks Maintenance Worker II** for his 10-year service award. Mike informed that Sam is ill and was not able to attend tonight.

C. Proclamation – Olympic Day.

Mayor Kendall presented and signed the Proclamation declaring June 23, 2009 as Olympic Day. Debbie Johnson, Vice President with Everett Inline Speed Skating, accepted the Proclamation and presented the Mayor and the Council with a baton and an Olympic Flag.

Audience Participation - None

Approval of Minutes

1. Approval of June 1, 2009 City Council Work Session Minutes.

Councilmember Seibert noted that on page 4 of 6, the third paragraph down should say **square-foot limitation** rather than *height limitation*.

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

2. Approval of June 8, 2009 City Council Meeting Minutes.

Councilmember Wright abstained as she was not present at the June 8 meeting.

Motion made by Councilmember Nehring, seconded by Councilmember Seibert, to approve the minutes as presented. **Motion** passed unanimously (6-0) with Councilmember Wright abstaining.

Consent

3. Approval of June 3, 2009 Claims in the Amount of \$2,070,466.37; Paid by Check No.'s 56096 through 56229 with No Check No.'s Voided.

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

Motion made by Councilmember Soriano, seconded by Councilmember Wright to approve Consent Agenda items 3,4,5,7 and 8. **Motion** passed unanimously (7-0).

Public Hearings

6. Proposed Increase to Solid Waste Collection Rates.

Kevin Nielsen presented a Solid Waste Financial Plan and Rate Study PowerPoint.

Mayor Kendall opened the Public Hearing for public input at 7:43 p.m. and solicited public comments. Seeing none, he closed the Public Hearing at 7:43 p.m.

Mayor Kendall then solicited questions from the Council. Councilmember Nehring asked for clarification about the rate of increase. Director Nielsen reviewed this. There was some discussion about the cost of service for new annexation areas. Councilmember Seibert thanked staff for the work they have put into this. Councilmember Soriano asked about assumptions for the solid waste operations expenses increase from 2010 and 2013. Director Nielsen explained this.

New Business

9. An **Ordinance** of the City of Marysville, Washington, Amending Ordinance 2540 and Chapter 7.08 of the Marysville Municipal Code by Amending MMC 7.08.110 Garbage Collection Rate Schedule and MMC 7.08.111 Yard Waste Collection Rate Schedule to Provide for Rate Adjustments to Take Effect July 1, 2009, January 1, 2010, January 1, 2011, and January 1, 2012.

Motion made by Councilmember Nehring, seconded by Councilmember Vaughan, to approve Ordinance No. 2779 an Ordinance of the City of Marysville, Washington, Amending Ordinance 2540 and Chapter 7.08 of the Marysville Municipal Code by Amending MMC 7.08.110 Garbage Collection Rate Schedule and MMC 7.08.111 Yard Waste Collection Rate Schedule to Provide for Rate Adjustments to Take Effect July 1, 2009, January 1, 2010, January 1, 2011, and January 1, 2012. **Motion** passed unanimously (7-0).

10. Second Amendment to Golf Course Professional Employment Agreement.

Mary Swenson stated that the terms are exactly what they discussed last week. This will move the contract out for an additional four years to December 31, 2013. It also includes a 5% COLA that was given to other city employees effective January 1. This would be retroactive to March 1. She commended the job that Mr. Castleberry has done at the golf course and recommended approval of the Agreement.

There was discussion about the terms of termination of the agreement.

Motion made by Councilmember Rasmussen, seconded by Councilmember Nehring, to authorize the Mayor to approve the Second Amendment to Golf Course Professional Employment Agreement. **Motion** passed unanimously (7-0).

11. First Amendment to Contract for Marysville Municipal Court Commissioner.

Mary Swenson explained that this is the start of a transitional change for Commissioner Towers towards becoming an employee when the annexation is complete.

Rasmussen asked Grant Weed asked about the line between being an independent contractor and an employee. City Attorney Grant Weed discussed factors that are considered when making this distinction and reasons for making this change at this time.

Motion made by Councilmember Seibert, seconded by Councilmember Wright, to authorize the Mayor to approve the First Amendment to the Contract for Marysville Municipal Court Commissioner. **Motion** passed (6-1) with Councilmember Phillips voting against.

Mayor's Business

Mayor Kendall reviewed the events of Strawberry Festival.

Staff Business

Jim Ballew:

- Agreed that the Strawberry Festival ran very smoothly this year. He commended Public Works who did an outstanding job and Waste Management who contributed recycling containers throughout the entire route.
- The recreation team began training this week. Camps will begin next week.
- The first Popcorn in the Park movie will happen this Saturday.
- MDOG was up at Strawberry Fields for Rover doing a major project this weekend. He commended the work they have done and Doug Buell for spearheading this effort.
- Passed along greetings and thanks from Eric Katzenbuehler from Spain.

Robb Lamoureux:

- Noted that the Strawberry Festival parade on Saturday ran very smoothly. He attributed this in part to the new incident command system.
- One of the K-9 dogs, Radar, will be retired soon due to some health problems. They are working on obtaining a new dog. They recently got word that they received a \$3,000 grant from Burlington Northern which will go towards another K-9.

Doug Buell stated that the fireworks public education campaign will go into full gear this week. Fire Marshal Tom Maloney will be distributing Light it Up/Clean it Up posters to the fireworks stands along with letters about illegal fireworks from the police chief and fire chief. There will also be a news release with the media this week.

Kevin Nielsen:

- Discussed a recent field trip with the fire department to all of the reservoirs and facilities. They were highly impressed about the information about Marysville's water.
- Gave an update on the wire situation on Grove.
- He noticed a dramatic improvement with the trash at Strawberry Festival this year.

Gloria Hirashima stated that they issued the Downtown Master Plan and the Supplemental EIS last week. The Planning Commission will have a presentation this week followed by another presentation next month.

Sandy Langdon:

- Announced that the auditors are gone and they gave a clean report. The managing auditor even asked if they could use our reports as models for other cities.
- She was a judge for the Strawberry Festival and thought it went very well.
- Noted that the Strawberry Festival events were video-streamed on the Web and they received reports from Paris, Alaska and Utah from people who saw it.

Grant Weed stated the need for an Executive Session to discuss one real property matter and one pending litigation matter, expected to last 15 minutes with no action expected.

Mary Swenson:

- Stated that they are meeting with the County Council to select the date for the joint public hearing on the Interlocal Agreement regarding the annexation.
- A separate Interlocal Agreement was done on the 88th Street and will be coming to Council soon.
- She commended Kevin Nielsen and Public Works on the Solid Waste study.
- She congratulated everyone on the success of Strawberry Festival.
- She announced that Grant Weed was listed as one of the Top 12 Municipal Attorneys in the State of Washington. She praised the work that he does.

Call on Councilmembers

Carmen Rasmussen:

- Asked about the delay between the annexation date and the receipt of the property taxes. Mayor Kendall stated that it would be a year before the city would get the property taxes. There was discussion about other expected revenues.
- Commended Councilmember Seibert's idea to put the cans up and down the parade route for Strawberry Festival.
- Congratulated Tara Mizell for her 15 years of exemplary service to the City.
- Discussed an email she forwarded from the Snohomish County Office of Housing, Homelessness, and Community Development regarding the second phase of the neighborhood stabilization funds. This may be an important revenue source for Marysville's citizens. Mary Swenson commented that the foreclosure list showed a lot of plats that were in the process of foreclosure. Councilmember Rasmussen discussed Mountlake Terrace's work with Home4Good to provide affordable housing for residents.

Lee Phillips:

- Enjoyed the Strawberry Festival. He also noted there was a lot less garbage, but thought that there were more beer cans.
- Will be out of town for five days starting on Friday.

John Soriano:

- Commended the job on the solid waste study by Kevin Nielsen and his staff.
- Attended the Community Transit open house with for the Park and Ride with Donna Wright. The groundbreaking will be on July 1.

Jon Nehring:

- Congratulated Grant Weed on his award.
- Thanked Kevin for the solid waste study.
- Commended everyone involved in the parade and Strawberry Festival.
- Noted that people are looking forward to the Popcorn in the Park events.

Jeff Vaughan also enjoyed the Strawberry Festival. He appreciated the strong presence of the police department.

Donna Wright:

- Congratulated Grant Weed and the other city employees.
- Noted that people staked out their spots for Strawberry Festival very early.
- She noticed an article in the paper in Chelan talking about redeveloping their downtown area using Makers.

Jeff Seibert:

- Thanked MaryFest for putting on the events of the Strawberry Festival.

- Congratulated Sandy Langdon and the Finance department on the auditors' report.
- Congratulated Grant Weed on his award.
- He also appreciated the patrol provided by the police, especially traffic control. He thanked everybody from the city and other cities that helped with Strawberry Festival.
- He thanked staff for implementing the idea about more garbage and recycling cans.

Mayor Kendall recessed the meeting at 8:34 p.m. for a short break before reconvening into Executive Session to discuss one real property matter and one pending litigation matter, expected to last 20 minutes with no action expected.

Executive session started at 8:45 p.m.

Executive Session

- A. Litigation** – one matter pursuant to RCW 42.30.110(1)(i)
- B. Personnel**
- C. Real Estate** – one matter pursuant to RCW 42.30.110(1)(b)

Adjournment

Seeing no further business Mayor Kendall adjourned the meeting at 9:05 p.m.

Approved this _____ day of _____, 2009.

Mayor
Dennis Kendall

Asst. Admin. Svcs. Director
Tracy Jeffries

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 13, 2009

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

Please see attached.

RECOMMENDED ACTION: The Finance and Executive Departments recommend City Council approve the June 17, 2009 claims in the amount of \$1,454,189.43 paid by Check No.'s 56348 through 56493 with Check No.'s 51594, 55713 & 55749 voided.
COUNCIL ACTION:

BLANKET CERTIFICATION

CLAIMS
FOR
PERIOD-6

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$1,454,189.43 PAID BY CHECK NO.'S 56348 THROUGH 56493 WITH CHECK NUMBER'S 51594, 55713 & 55749 VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.



AUDITING OFFICER



DATE

MAYOR

DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **17th DAY OF JUNE 2009.**

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/11/2009 TO 6/17/2009

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
56348	NANCY ABELL	REIMBURSE NOTARY RENEWAL COST	00100310.531200.	125.30
56349	ACCURINT	BACKGROUND INVESTIGATIONS	00103010.549000.	165.70
56350	ACE ACME SEPTIC SERVICE INC	PORTABLE TOILET RENTAL	40140280.541000.	90.00
56351	CHRISTINA ADAMS	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
56352	ANDREW STEIN	(58) SHIRTS PRKS&REC SUMMER ST	001.231700.	-45.89
	ANDREW STEIN		00105120.531080.	579.39
56353	AUTOMATIC FUNDS TRANSFER SERVICES	WEB PAYMENT SRVCS 5/09	00143523.541000.	701.75
	AUTOMATIC FUNDS TRANSFER SERVICES	REMITTANCE PROCESSING 5/09	00143523.541000.	832.08
	AUTOMATIC FUNDS TRANSFER SERVICES	BILL PRINTING SERVICES 5/09	00143523.541000.	5,852.32
56354	AIRGAS NOR PAC	COMPRESSED OXYGEN	40143780.549000.	36.72
56355	ALBERTSONS FOOD CENTER #471	PW COMM MTG REFRESHMENTS	40143410.549000.	31.97
56356	ROY A ALDERMAN	REIMBURSE CHAIR/STOOL/TABLE	40142280.549000.	73.16
56357	ALPINE PRODUCTS INC	WHITE EXTRUDE THERMO	10110564.531000.	2,461.09
	ALPINE PRODUCTS INC		10110564.531000.	2,461.09
56358	AM TEST INC	WATER BACTERIOLOGICAL ANALYSIS	40140780.541000.	890.00
56359	AMERICAN CLEANERS	DRY CLEANING 5/09	00103121.526000.	125.77
	AMERICAN CLEANERS		00103222.526000.	63.25
	AMERICAN CLEANERS		00103630.526000.	5.38
	AMERICAN CLEANERS		00103960.526000.	28.22
	AMERICAN CLEANERS		00104190.526000.	56.46
56360	FRED AMSBURY	REFUND CLASS FEES	00110347.376009.	20.00
56361	ARAMARK UNIFORM SERVICES	MAT CLEANING-WWTP	40142480.541000.	18.73
	ARAMARK UNIFORM SERVICES	CREDIT (OVERCHARGED) MAT CLEAN	40143780.549000.	-35.92
	ARAMARK UNIFORM SERVICES	MECHANICS UNIFORM	42047165.526000.	15.27
	ARAMARK UNIFORM SERVICES		42047165.526000.	15.27
	ARAMARK UNIFORM SERVICES		42047165.526000.	15.27
	ARAMARK UNIFORM SERVICES		42047165.526000.	15.27
	ARAMARK UNIFORM SERVICES	CREDIT (OVERCHARGED) UNIFORM C	50100065.526000.	-71.62
	ARAMARK UNIFORM SERVICES	CREDIT FOR UNIFORM CLEANING	50100065.526000.	-2.93
	ARAMARK UNIFORM SERVICES	UNIFORM CLEANING	50100065.526000.	2.93
	ARAMARK UNIFORM SERVICES		50100065.526000.	32.99
	ARAMARK UNIFORM SERVICES		50100065.526000.	32.99
	ARAMARK UNIFORM SERVICES		50100065.526000.	32.99
56362	ASCOM HASLER/GE CAP PROG	POSTAGE METER LEASE-CITY HALL	00100110.531000.	36.92
	ASCOM HASLER/GE CAP PROG		00100310.531000.	36.92
	ASCOM HASLER/GE CAP PROG		00101023.531000.	36.92
	ASCOM HASLER/GE CAP PROG		00101130.531000.	36.92
	ASCOM HASLER/GE CAP PROG		00105515.545000.	36.93
	ASCOM HASLER/GE CAP PROG		00143523.531000.	36.93
56363	BRIAN CHARLES ASHBACH	PUBLIC DEFENSE FEES	00105515.541040.	62.50
	BRIAN CHARLES ASHBACH		00105515.541040.	106.25
	BRIAN CHARLES ASHBACH		00105515.541040.	113.75
	BRIAN CHARLES ASHBACH		00105515.541040.	113.75
	BRIAN CHARLES ASHBACH		00105515.541040.	121.25
	BRIAN CHARLES ASHBACH		00105515.541040.	125.00
	BRIAN CHARLES ASHBACH		00105515.541040.	131.25
	BRIAN CHARLES ASHBACH		00105515.541040.	143.75
	BRIAN CHARLES ASHBACH		00105515.541040.	153.75
	BRIAN CHARLES ASHBACH		00105515.541040.	187.50
	BRIAN CHARLES ASHBACH		00105515.541040.	187.50
	BRIAN CHARLES ASHBACH		00105515.541040.	287.50
56364	JAMES B BALLEW	REIMBURSE HEALTHY COMM ITEMS	00105090.531000.0811	464.42
56365	BANK OF AMERICA	TRAVEL REIMBURSEMENT	40143410.543010.	204.60
56366	BANK OF AMERICA		00100060.543000.	335.00
	BANK OF AMERICA		00100110.543000.	91.69

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56366	BANK OF AMERICA	TRAVEL REIMBURSEMENT	00100110.549000.	1.00
	BANK OF AMERICA		00102020.543000.	45.85
	BANK OF AMERICA		40143410.543010.	45.85
56367	BANK OF AMERICA		40143410.543010.	52.00
56368	BARNETT IMPLEMENT	HARROW BLANKET	42047165.535000.	570.15
56369	BASS, JAMES	UB 091743000003 9316 51ST AVE	401.122130.	25.00
56370	BELL, REBECCA & DOUG	UB 461290000000 14532 58TH DR	401.122110.	118.20
56371	BERK & ASSOCIATES INC	ANNEXATION STUDY 5/09 FINAL	00199513.541000.	3,901.15
56372	BLUMENTHAL UNIFORMS & EQUIPMENT	CREDIT- HOLSTERS	00103222.526000.	-336.55
	BLUMENTHAL UNIFORMS & EQUIPMENT	CREDIT - SUSPENDERS	00103222.526000.	-126.95
	BLUMENTHAL UNIFORMS & EQUIPMENT	CREDIT - PRO ACT	00103222.526000.	-123.46
	BLUMENTHAL UNIFORMS & EQUIPMENT	UNIFORM - CARLILE	00103222.526000.	16.24
	BLUMENTHAL UNIFORMS & EQUIPMENT	SWAT PINS	00103222.526000.	115.98
	BLUMENTHAL UNIFORMS & EQUIPMENT	UNIFORM - CARLILE	00103222.526000.	162.28
	BLUMENTHAL UNIFORMS & EQUIPMENT	HOLSTERS	00103222.526000.	213.83
	BLUMENTHAL UNIFORMS & EQUIPMENT	UNIFORM - CARLILE	00103222.526000.	286.63
	BLUMENTHAL UNIFORMS & EQUIPMENT	VEST-CARLILE, D	00103222.526000.	829.16
	BLUMENTHAL UNIFORMS & EQUIPMENT	CREDIT - GEORGE	00104190.526000.	-74.85
	BLUMENTHAL UNIFORMS & EQUIPMENT	UNIFORM - DUEMMELL	00104190.526000.	182.29
56373	BOB BARKER COMPANY INC	INMATE PENCILS	00103960.531000.	59.72
	BOB BARKER COMPANY INC	INMATE SUPPLIES	00103960.531000.	814.79
56374	RAE BOYD, APRN, BC	INMATE MEDICAL CARE	00103960.541000.	2,465.00
56375	MARTY BREWER	USED GOLF BALLS	420.141100.	140.00
56376	BRINKS INC	ARMORED CAR SERVICES 6/09	00100050.541000.	287.24
	BRINKS INC		00102020.541000.	146.24
	BRINKS INC		00103010.541000.	287.24
	BRINKS INC		00143523.541000.	287.24
	BRINKS INC		40143410.541000.	146.24
	BRINKS INC		42047061.541000.	134.23
56377	GENIE BUELL	REFUND RENTAL/DEPOSIT FEES	001.239100.	100.00
	GENIE BUELL		00110347.376014.	45.00
56378	CAPTAIN DIZZYS EXXON	CAR WASHES-POLICE DEPT	00103222.548000.	103.50
	CAPTAIN DIZZYS EXXON		00103630.548000.	13.50
	CAPTAIN DIZZYS EXXON		00104230.548000.	13.50
	CAPTAIN DIZZYS EXXON	CAR WASHES-PARKS DEPT	00105380.531000.	4.50
	CAPTAIN DIZZYS EXXON	CAR WASHES-PW DEPT	40143410.541000.	4.50
56379	CARQUEST	REFUND BATTERY CORES	42047165.548000.	-21.72
	CARQUEST	BATTERIES	42047165.548000.	162.88
56380	CARR'S ACE HARDWARE	BALL VLV,ADAPTER	40142480.531300.	5.19
	CARR'S ACE HARDWARE	SMALL HOSE CLAMPS	40142480.531300.	12.28
	CARR'S ACE HARDWARE	ROPE	40142480.548000.	45.58
	CARR'S ACE HARDWARE	PIPE	50100065.534000.	8.67
56381	CDW GOVERNMENT INC	DVD BURNER FOR JAIL	00100010.531000.	41.24
56382	ERIC CHRISMAN	REIMBURSE CDL/PERMIT FEES	00105380.549000.	20.00
56383	CHUCKANUT GOLF CARS INC	(20) GOLF CART RENTAL	42047267.545000.	760.00
56384	CODE PUBLISHING INC	MUNICIPAL CODE UPDATE	00101130.549000.	383.25
56385	COMCAST	ACCT #8498310020001355-KBSCC	00105250.547000.	47.47
56386	DEPT OF COMMUNITY,TRADE & ECONOMIC	GROVE ST- PRINC & INT PAYMENT	20300591.571000.	9,847.06
	DEPT OF COMMUNITY,TRADE & ECONOMIC		20300592.583000.	98.47
	DEPT OF COMMUNITY,TRADE & ECONOMIC	LAKESWOOD TRIANGLE ACCESS - INT	20600592.583000.	4,385.42
	DEPT OF COMMUNITY,TRADE & ECONOMIC	SEWER COMP PLAN UPDATE- PRINC	45000072.572000.	20,500.00
	DEPT OF COMMUNITY,TRADE & ECONOMIC	WWTP UPGRADE- PRINC & INT PYMT	45000072.572000.	52,631.58
	DEPT OF COMMUNITY,TRADE & ECONOMIC		45000072.572000.	526,315.79
	DEPT OF COMMUNITY,TRADE & ECONOMIC		45000072.572000.	529,411.77
	DEPT OF COMMUNITY,TRADE & ECONOMIC		45000083.583000.	3,421.05

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56386	DEPT OF COMMUNITY,TRADE & ECONOMIC	WWTP UPGRADE- PRINC & INT PYMT	45000083.583000.	37,058.82
	DEPT OF COMMUNITY,TRADE & ECONOMIC		45000083.583000.	42,105.26
56387	CONCRETE NOR'WEST	CONCRETE	00105380.531000.	151.50
56388	COOK PAGING (WA)	PAGER SERVICE	10111230.542000.	3.74
	COOK PAGING (WA)		40143410.542000.	3.74
56389	CO-OP SUPPLY	SNAPS,ROPE-CUT ROPE	00105380.531000.	44.50
	CO-OP SUPPLY	GLOVES	10110770.531000.	24.04
56390	WA DEPT OF CORRECTIONS	INMATE MEALS	00103960.531250.	1,231.47
56391	CRESCENT ELECTRIC SUPPLY	SWITCHES,COVERS	00100010.531000.	223.79
56392	WASHINGTON STATE CRIMINAL JUSTICE	CRIMINAL INVESTIGATION TRAININ	00103121.549100.	100.00
56393	CUZ CONCRETE PRODUCTS	CATCH BASIN,GRATE	40145040.548000.	403.89
56394	DATABASE SECURE RECORDS DESTRUCTIO	MONTHLY SHREDDING SERVICE	00100110.549000.	19.52
	DATABASE SECURE RECORDS DESTRUCTIO		00101023.531000.	7.46
	DATABASE SECURE RECORDS DESTRUCTIO		00101130.531000.	7.46
	DATABASE SECURE RECORDS DESTRUCTIO		00143523.531000.	7.47
56395	KRISSY DAVIS	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
56396	DAY WIRELESS SYSTEMS	CABLES	00105380.531000.	162.20
56397	DANIEL DIMASCIO	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
	DANIEL DIMASCIO	REFUND RENTAL FEES	00110347.376014.	65.00
56398	DUNLAP INDUSTRIAL	CABLE	40142480.548000.	83.54
56399	E&E LUMBER INC	TRIAZICIDE	00100010.531000.	11.72
	E&E LUMBER INC		00103530.531000.	11.72
	E&E LUMBER INC	O RINGS	00105380.531000.	1.60
	E&E LUMBER INC	GLO PINK FLAGS	00105380.531000.	10.81
	E&E LUMBER INC	MARKING PAINT	00105380.531000.	13.66
	E&E LUMBER INC	BRACKETS	00105380.531000.	37.74
	E&E LUMBER INC	CHAIR RAIL	00105380.531000.	40.67
	E&E LUMBER INC	FASTENERS	00105380.531000.	233.82
56400	FARWEST INDUSTRIES, INC	ENGINE FRAME	42047165.548000.	91.20
	FARWEST INDUSTRIES, INC	BRAKE DRUM	42047165.548000.	151.64
56401	FEDEX	SHIPPING EXPENSE	00143523.549000.	37.75
	FEDEX		40140480.548000.	53.15
56402	FRED MEYER	TRAINING SUPPLIES	00103740.531000.	7.59
	FRED MEYER		00103740.531000.	12.97
56403	GENERAL CHEMICAL CORP	ALUM SULFATE 11.81 DRY TON	40142480.531320.	4,129.66
	GENERAL CHEMICAL CORP	ALUM SULFATE 12.037 DRY TON	40142480.531320.	4,209.02
	GENERAL CHEMICAL CORP	ALUM SULFATE 12.108 DRY TON	40142480.531320.	4,233.85
	GENERAL CHEMICAL CORP	ALUM SULFATE 12.118 DRY TON	40142480.531320.	4,237.34
56404	GERALDINE KLUPER	UB 120430000000 10710 44TH DR	401.122110.	43.53
56405	GOVERNMENT FINANCE OFFICERS ASSOC	GFOA REVIEW FEE	00101023.549000.	505.00
56406	GG EXCAVATION INC	PAY ESTIMATE #10/LESS RETAINAG	305.223400.	-476.52
	GG EXCAVATION INC		30500030.563000.R0501	9,530.49
56407	GRAINGER INC	PUMP FOR POND 10	40142480.548000.	130.37
56408	GREENSHIELDS INDUSTRIAL SUPPLY	HYDRAULIC HOSE	41046060.548000.	35.13
	GREENSHIELDS INDUSTRIAL SUPPLY		41046060.548000.	124.18
	GREENSHIELDS INDUSTRIAL SUPPLY	HYDRAULIC HOSE ASSEMBLY	50100065.534000.	56.01
56409	HALSTROM & ASSOCIATES, INC.	6/09 LOBBYIST RETAINER FEE	40143410.541000.	2,080.00
56410	CARA HAMACHER	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
56411	HERTZ EQUIPMENT RENTAL	TRACKHOE RENTAL	40140480.531000.	5,042.86
56412	DEBORAH HOLLAND	REFUND BUSINESS LICENSE FEES	00100321.319000.	50.00
56413	HOME DEPOT CREDIT SVCS	WIRE SHELVES	00101130.531000.	1,183.74
	HOME DEPOT CREDIT SVCS		00101130.531000.	1,302.11
56414	HSBC BUSINESS SOLUTIONS	SEED	42047165.531950.	290.19
56415	SNOHOMISH COUNTY HUMAN SERVICES	LIQUOR BOARD 1ST QTR 2009	00199566.551000.	952.54
	SNOHOMISH COUNTY HUMAN SERVICES		00199566.551000.	1,228.99

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56416	IAPMO	MEMBERSHIP RENEWAL	00102020.549000.	150.00
56417	IOS CAPITAL	COPIER CHARGES	00100020.545000.	83.76
	IOS CAPITAL		00100020.545000.	83.76
	IOS CAPITAL		00100020.545000.	83.84
	IOS CAPITAL		00100020.545000.	83.84
	IOS CAPITAL		00100030.545000.	119.46
	IOS CAPITAL		00100030.545000.	119.46
	IOS CAPITAL		00100050.545000.	220.26
	IOS CAPITAL		00100050.545000.	220.26
	IOS CAPITAL		00100050.545000.	220.47
	IOS CAPITAL		00100050.545000.	220.47
	IOS CAPITAL		00100110.545000.	351.32
	IOS CAPITAL		00100110.545000.	351.32
	IOS CAPITAL		00100110.545000.	351.65
	IOS CAPITAL		00100110.545000.	351.65
	IOS CAPITAL		00100310.545000.	221.79
	IOS CAPITAL		00100310.545000.	221.79
	IOS CAPITAL		00100310.545000.	221.97
	IOS CAPITAL		00100310.545000.	221.97
	IOS CAPITAL		00100720.545000.	114.58
	IOS CAPITAL		00100720.545000.	114.58
	IOS CAPITAL		00100720.545000.	114.68
	IOS CAPITAL		00100720.545000.	114.68
	IOS CAPITAL		00101023.545000.	304.42
	IOS CAPITAL		00101023.545000.	304.42
	IOS CAPITAL		00101023.545000.	304.71
	IOS CAPITAL		00101023.545000.	304.71
	IOS CAPITAL		00101130.545000.	304.42
	IOS CAPITAL		00101130.545000.	304.42
	IOS CAPITAL		00101130.545000.	304.71
	IOS CAPITAL		00101130.545000.	304.71
	IOS CAPITAL		00102020.545000.	24.33
	IOS CAPITAL		00102020.545000.	160.16
	IOS CAPITAL		00102020.545000.	160.16
	IOS CAPITAL		00102020.545000.	184.63
	IOS CAPITAL		00102020.545000.	184.63
	IOS CAPITAL		00102020.545000.	192.05
	IOS CAPITAL		00102020.545000.	192.05
	IOS CAPITAL		00102020.545000.	192.23
	IOS CAPITAL		00102020.545000.	192.23
	IOS CAPITAL		00103121.545000.	321.16
	IOS CAPITAL		00103121.545000.	321.16
	IOS CAPITAL		00103121.545000.	321.45
	IOS CAPITAL		00103121.545000.	321.45
	IOS CAPITAL		00103222.545000.	33.16
	IOS CAPITAL		00103222.545000.	33.16
	IOS CAPITAL		00103222.545000.	33.19
	IOS CAPITAL		00103222.545000.	33.19
	IOS CAPITAL		00103960.545000.	163.84
	IOS CAPITAL		00103960.545000.	163.99
	IOS CAPITAL		00103960.545000.	163.99
	IOS CAPITAL		00104190.545000.	58.59
	IOS CAPITAL		00104190.545000.	58.59
	IOS CAPITAL		00104190.545000.	58.65
	IOS CAPITAL		00104190.545000.	58.65

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56417	IOS CAPITAL	COPIER CHARGES	00104190.545000.	379.75
	IOS CAPITAL		00104190.545000.	380.10
	IOS CAPITAL		00104190.545000.	380.10
	IOS CAPITAL		00104190.545000.	582.65
	IOS CAPITAL		00104190.545000.	583.18
	IOS CAPITAL		00104190.545000.	583.18
	IOS CAPITAL		00105250.545000.	44.49
	IOS CAPITAL		00105250.545000.	44.53
	IOS CAPITAL		00105250.545000.	44.53
	IOS CAPITAL		00105380.545000.	321.16
	IOS CAPITAL		00105380.545000.	321.16
	IOS CAPITAL		00105380.545000.	321.45
	IOS CAPITAL		00105380.545000.	321.45
	IOS CAPITAL		00105515.545000.	175.63
	IOS CAPITAL		00105515.545000.	175.79
	IOS CAPITAL		00105515.545000.	175.79
	IOS CAPITAL		00143523.545000.	272.93
	IOS CAPITAL		00143523.545000.	272.93
	IOS CAPITAL		00143523.545000.	273.18
	IOS CAPITAL		00143523.545000.	273.18
	IOS CAPITAL		10111230.545000.	105.80
	IOS CAPITAL		10111230.545000.	105.80
	IOS CAPITAL		10111230.545000.	105.89
	IOS CAPITAL		10111230.545000.	105.89
	IOS CAPITAL		40142480.545000.	42.87
	IOS CAPITAL		40142480.545000.	42.87
	IOS CAPITAL		40142480.545000.	42.90
	IOS CAPITAL		40142480.545000.	42.90
	IOS CAPITAL		40143410.545000.	194.39
	IOS CAPITAL		40143410.545000.	457.98
	IOS CAPITAL		40143410.545000.	457.98
	IOS CAPITAL		40143410.545000.	653.03
	IOS CAPITAL		40143410.545000.	653.03
	IOS CAPITAL		42047165.545000.	21.70
	IOS CAPITAL		42047165.545000.	21.70
	IOS CAPITAL		42047165.545000.	21.72
	IOS CAPITAL		42047165.545000.	21.72
	IOS CAPITAL		50100065.545000.	12.16
	IOS CAPITAL		50100065.545000.	107.37
	IOS CAPITAL		50100065.545000.	107.37
	IOS CAPITAL		50100065.545000.	119.63
	IOS CAPITAL		50100065.545000.	119.63
	IOS CAPITAL		50200050.545000.	12.16
	IOS CAPITAL		50200050.545000.	20.94
	IOS CAPITAL		50200050.545000.	20.94
	IOS CAPITAL		50200050.545000.	33.11
	IOS CAPITAL		50200050.545000.	33.11
56418	IOS CAPITAL		00100020.545000.	204.84
	IOS CAPITAL		00100030.545000.	21.45
	IOS CAPITAL		00100050.545000.	80.52
	IOS CAPITAL		00100110.545000.	112.91
	IOS CAPITAL		00100310.545000.	106.52
	IOS CAPITAL		00100720.545000.	44.35
	IOS CAPITAL		00101023.545000.	34.19
	IOS CAPITAL		00101130.545000.	34.19

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56418	IOS CAPITAL	COPIER CHARGES	00102020.545000.	161.27
	IOS CAPITAL		00103121.545000.	110.32
	IOS CAPITAL		00103222.545000.	15.77
	IOS CAPITAL		00103960.545000.	165.50
	IOS CAPITAL		00104190.545000.	16.11
	IOS CAPITAL		00104190.545000.	88.77
	IOS CAPITAL		00104190.545000.	871.34
	IOS CAPITAL		00105250.545000.	8.30
	IOS CAPITAL		00105380.545000.	225.31
	IOS CAPITAL		00105515.545000.	117.55
	IOS CAPITAL		00143523.545000.	30.65
	IOS CAPITAL		10111230.545000.	9.07
	IOS CAPITAL		40142480.545000.	12.38
	IOS CAPITAL		40143410.545000.	278.47
	IOS CAPITAL		42047165.545000.	13.43
	IOS CAPITAL		50100065.545000.	11.27
	IOS CAPITAL		50200050.545000.	5.95
56419	DEPT OF INFORMATION SERVICES	TELECOM SERVICES	00104190.551000.	1,121.80
56420	INTERNAL REVENUE SERVICE CNTR	ADJ TO 941 PERIOD ENDING 6/30/	00100369.399000.	648.92
56421	INTERNAL REVENUE SERVICE CNTR	ADJ TO 941 PERIOD ENDING 9/30/	00100369.399000.	1,998.46
56422	DAWN ISOM	REIMBURSEMENT FOR FUEL	00104190.543000.	22.92
56423	TORY OLSEN KLEMENSTEN	INSTRUCTOR SERVICES	00105120.541020.	364.00
56424	CASEY KOLLING	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
56425	KEVIN LANGE		001.239100.	100.00
56426	DEPT OF LICENSING	HUBBARD, TERRY (RENEWAL)	001.237020.	18.00
56427	LOWES HIW INC	PVC, CLAMPS AND VINYL TUBING	40141580.548000.	35.83
56428	JAMES MAPLES	TRAVEL REIMBURSEMENT	00103222.543000.	238.20
56429	MARYSVILLE PRINTING	(8) GLOSS 100# PAPER IN FULL C	00105090.531000.0811	13.08
	MARYSVILLE PRINTING	(35) GLOSS TEXT COLOR	00105090.531000.0811	18.98
56430	CITY OF MARYSVILLE	WTR/SWR/GBG @ 1635 GROVE STREE	00100010.547000.	1,657.90
56431	MCDONALD'S	REFUND BUSINESS LICENSE OUT OF	00100321.319000.	50.00
56432	MCDONALD'S		00100321.319000.	50.00
56433	MCLOUGHLIN & EARDLEY CORP	B-LINK LIGHT BAR CONTROL HEAD	501.231700.	-32.17
	MCLOUGHLIN & EARDLEY CORP		50100065.534000.	406.27
56434	MEMORY4LESS	HARD DRIVE REPLACEMENT	503.231700.	-22.47
	MEMORY4LESS		50300090.535000.	283.71
56435	NELSON PETROLEUM	DELO GREASE	40142480.548000.	419.85
	NELSON PETROLEUM	DIESEL AND UNLEADED GASOLINE	42047165.532000.	1,138.08
56436	NORTH SOUND HOSE & FITTINGS	ALUMINUM AND 50' DISCHARGE HOS	40142480.548000.	49.95
56437	OFFICE DEPOT	OFFICE SUPPLIES	00100020.531000.	1.41
	OFFICE DEPOT		00100020.531000.	16.07
	OFFICE DEPOT		00100310.531000.	602.42
	OFFICE DEPOT		00102020.531000.	45.28
	OFFICE DEPOT		00103121.531000.	50.21
	OFFICE DEPOT		00103121.531000.	179.18
	OFFICE DEPOT		00103222.531000.	77.75
	OFFICE DEPOT		00105380.531000.	153.56
	OFFICE DEPOT		00105515.531000.	76.04
	OFFICE DEPOT		40142080.531000.	8.11
	OFFICE DEPOT		40143410.531000.	47.26
	OFFICE DEPOT		40145040.531000.	18.44
	OFFICE DEPOT		50300090.531000.	68.39
56438	ORKIN EXTERMINATING	SERVICE @ PSB	00100010.548000.	45.64
	ORKIN EXTERMINATING	SERVICE @ CITY HALL	00103530.548000.	82.95
	ORKIN EXTERMINATING	SERVICE @ CABOOSE	00105380.548000.	57.84

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56438	ORKIN EXTERMINATING	SERVICE @ LIBRARY	00112572.548000.	45.64
	ORKIN EXTERMINATING	SERVICE @ WWTP	40142480.549000.	61.58
	ORKIN EXTERMINATING	SERVICE @ PW	40143410.548000.	50.21
56439	PACIFIC POWER PRODUCTS	SPRINKLER HEAD PARTS	42047165.531920.	336.22
56440	PACIFIC RIDGE HOMES	UB 265801000000 5801 119TH PL	401.122110.	7.00
56441	JUSTIN PALITZ	FEE REIMBURSEMENT	00105380.549000.	20.00
56442	THE PARTS STORE	TIRE BEAD	42047165.548000.	40.68
	THE PARTS STORE	RETURN SEALS,FILTER KIT	50100065.534000.	-30.52
	THE PARTS STORE	RADIATOR CAP	50100065.534000.	4.43
	THE PARTS STORE	SPARK PLUGS	50100065.534000.	5.18
	THE PARTS STORE	BARS LEAK	50100065.534000.	6.49
	THE PARTS STORE	FUSE	50100065.534000.	6.83
	THE PARTS STORE	STELL EPOXY AND JB WELD	50100065.534000.	10.08
	THE PARTS STORE	HOSE AND HOSE CLAMPS	50100065.534000.	23.45
	THE PARTS STORE	SEALS,FILTER KIT	50100065.534000.	30.52
	THE PARTS STORE	OXYGEN SENSOR	50100065.534000.	59.90
56443	PAYDIRT, LLC	RENT TRENCH SHIELD-WATER MAIN	40140480.531000.	499.56
	PAYDIRT, LLC		40140480.531000.	3,507.78
56444	LAURIE HUGDAHL	MINUTE TAKING SERVICE	00101130.541000.	31.00
	LAURIE HUGDAHL		00101130.541000.	71.30
	LAURIE HUGDAHL		00101130.541000.	74.40
56445	PELZER GOLF SUPPLIES	DUAL GOLF BRUSHES/GRIP TAPE &	420.141100.	23.40
	PELZER GOLF SUPPLIES	BLACK WIDOW SOFT SPIKES	420.141100.	103.80
	PELZER GOLF SUPPLIES	LAMKIN GRIPS	420.141100.	326.78
	PELZER GOLF SUPPLIES	GRIPS	420.141100.	580.55
	PELZER GOLF SUPPLIES	DUAL GOLF BRUSHES/GRIP TAPE &	420.231700.	-7.06
	PELZER GOLF SUPPLIES		42047267.531000.	89.06
56446	PETTY CASH FUND-POLICE	PETTY CASH REIMBURSEMENT	00103010.549000.	115.78
	PETTY CASH FUND-POLICE		00103222.531000.	20.81
56447	PICK OF THE LITTER DESIGN, INC.	CREATE, PRINT AND BIND MINI LO	00105090.531000.0811	2,535.81
56448	PNWS-AWWA	REGISTRATION-BUELL, J	40143410.549030.	75.00
	PNWS-AWWA	REGISTRATION-ERGA, E	40143410.549030.	75.00
	PNWS-AWWA	REGISTRATION-GESSNER, K	40143410.549030.	140.00
	PNWS-AWWA	REGISTRATION-LAMBERT, D	40143410.549030.	140.00
56449	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #109-000-510-7	00101250.547000.	1,923.37
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #445-003-900-5	00103530.547000.	2,172.65
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #225-002-594-3	00105380.547000.	83.74
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #283-001-380-7	10110463.547000.	113.41
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #997-000-013-0	10111230.547000.	172.33
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #242-001-069-2	10111864.547000.	43.52
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #504-002-581-8	40142280.547000.	82.65
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #538-011-915-5	40142280.547000.	91.22
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #395-051-146-3	40142280.547000.	151.00
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #483-023-177-7	40142280.547000.	230.81
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #683-000-525-9	42047165.547000.	122.19
56450	PUGET SOUND ENERGY	ACCT #753-901-800-7	00100010.547000.	409.05
	PUGET SOUND ENERGY	ACCT #835-819-211-3	00101250.547000.	214.34
	PUGET SOUND ENERGY	ACCT #549-775-008-2 CITY HALL	00103530.547000.	145.95
	PUGET SOUND ENERGY	ACCT #616-190-400-5	00105250.547000.	52.63
	PUGET SOUND ENERGY	ACCT #922-456-500-3	40143780.547000.	49.99
	PUGET SOUND ENERGY	ACCT #435-851-700-3	40143780.547000.	227.50
	PUGET SOUND ENERGY	ACCT #433-744-264-6	42047267.547000.	47.35
56451	PUGET SOUND SECURITY	KEYS	50100065.534000.	11.64
56452	TAMARA ROBBINS	INSTRUCTOR SERVICES	00105250.541020.	87.50
56453	PAMELA ROBERSON	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/11/2009 TO 6/17/2009

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
56454	ANA ROSALES	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
56455	JERAMIE ROTH	REIMBURSE CDL/PERMIT FEES	00105380.549000.	20.00
56456	SEA-ALASKA INDUSTRIAL ELECTRIC INC	RECONDITION PUMP	40142280.548000.	2,199.15
56457	SMOKEY POINT CONCRETE	CONCRETE	10110361.531000.	285.08
56458	SNO CO PUBLIC WORKS	RR7514-136TH ST NE & STATE	10111864.548000.	51.68
	SNO CO PUBLIC WORKS	RR7892-60TH DR & SR 528	10111864.548000.	125.76
	SNO CO PUBLIC WORKS	RR7889-STATE AVE & SR 528	10111864.548000.	377.26
	SNO CO PUBLIC WORKS	RR7631-88TH ST NE & 36TH AVE	10111864.548000.	436.17
	SNO CO PUBLIC WORKS	RR7516-100ST NE & STATE	10111864.548000.	440.21
	SNO CO PUBLIC WORKS	RR7517-FRED MEYER & STATE	10111864.548000.	440.21
	SNO CO PUBLIC WORKS	RR7890-CEDAR AVE & SR 528	10111864.548000.	554.72
56459	SNOHOMISH HEALTH DISTRICT	MEDICAL CARE-CALLAHAN	40142080.541000.	59.00
56460	SNOPAC	DISPATCH SERVICES 5/09	00104000.551000.	63,332.40
56461	SOLID WASTE SYSTEMS INC	STRAINER	41046060.548000.	94.44
	SOLID WASTE SYSTEMS INC	BASE TIMER AND TIMER	41046060.548000.	177.45
	SOLID WASTE SYSTEMS INC	STRAINER	41046060.548000.	254.10
	SOLID WASTE SYSTEMS INC	ARM LIFT BEARINGS,PINS,RETAINERS	41046060.548000.	406.10
56462	SONITROL	SECURITY SERVICES	00100010.541000.	89.00
	SONITROL		00100010.541000.	102.00
	SONITROL		00103530.541000.	120.00
	SONITROL		00103530.541000.	173.00
	SONITROL		00105250.541000.	126.00
	SONITROL		00105380.541000.	116.00
	SONITROL		40142480.541000.	102.00
	SONITROL		40142480.541000.	114.00
	SONITROL		40142480.541000.	114.00
	SONITROL		40143410.541000.	82.00
	SONITROL		40143410.541000.	290.00
56463	SOUND PUBLISHING INC	HOTEL/MOTEL NOTICE-CONCERT SER	00101130.544000.	85.31
	SOUND PUBLISHING INC		00105120.544000.	62.86
56464	SOUND PUBLISHING INC	WEB AD-PARKS	00105120.544000.	206.00
56465	SOUND PUBLISHING INC	SOLID WASTE ADS	41046060.541000.	107.76
	SOUND PUBLISHING INC		50100065.541000.	152.66
56466	SOUND PUBLISHING INC	MARYSVILLE GLOBE AD	42047267.544000.	281.00
56467	SOUND PUBLISHING INC	NOTICE,PUBLICATIONS 5/09	00102020.544000.	381.65
56468	SOUND PUBLISHING INC	SOLID WASTE CONT AD, CALLS FOR	40220594.563000.W0607	233.48
	SOUND PUBLISHING INC		41046060.541000.	161.64
56469	SOUND SAFETY PRODUCTS CO INC	GLOVES	501.141100.	78.74
56470	UNISTAR-SPARCO COMPUTERS, INC	EMAIL ARCHIVER & MAINT	503.231700.	-952.80
	UNISTAR-SPARCO COMPUTERS, INC		50300090.535000.	8,052.69
	UNISTAR-SPARCO COMPUTERS, INC		50300090.541000.	3,979.11
56471	SPORT SUPPLY GROUP INC	DIAMOND PUMPS	00105120.531010.	248.38
56472	SPRINGBROOK NURSERY	TOPSOIL	00105120.531030.	15.62
56473	WASHINGTON STATE PATROL	BACKGROUND CHECKS	00100310.541000.	130.00
56474	STRATEGIES 360 INC	PROFESSIONAL SERVICES	00100110.549000.E0801	15,019.89
56475	SUPERIOR SIGNALS INC	900 SERIES CONTROL BOX	501.231700.	-18.26
	SUPERIOR SIGNALS INC		50100065.534000.	230.56
56476	THYSSENKRUPP ELEVATOR CORP	PREVENTATIVE MAINT	00100010.548000.	172.99
	THYSSENKRUPP ELEVATOR CORP	PREVENTATIVE MAINT	00103530.548000.	172.99
56477	TIM CANTWELL	BACK FLOW TESTING	00105380.541000.	480.00
56478	TIMNEY, DONALD	UB 036011000000 6011 85TH ST N	401.122110.	64.04
56479	TITLEIST	TITLEIST BALLS	420.141100.	2,018.46
56480	TORO NSN	IRRIGATION SOFTWARE LEASE	42047165.531920.	199.00
56481	TULALIP RESORT CASINO	QRTLY SUPERVISORS MTG 6/3/09	00100310.549000.	1,562.40
56482	TULALIP NAILS	REFUND BUSINESS LICENSE FEES	00100321.319000.	50.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/11/2009 TO 6/17/2009

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
56483	UNITED PARCEL SERVICE	SHIPPING EXPENSE	00100020.531000.	9.72
56484	UNITED RENTALS	SPARK PLUG	40145040.548000.	4.35
	UNITED RENTALS	WEED EATER BLADE,SPARK PLUG	40145040.548000.	26.94
56485	USA MOBILITY WIRELESS, INC.	PAGER SERVICE	00103222.542000.	21.68
56486	VERIZON NORTHWEST	ACCT #404449227007	00100050.542000.	257.73
	VERIZON NORTHWEST		00100310.531000.	60.45
	VERIZON NORTHWEST	ACCT #109778831810	00104000.542000.	75.45
	VERIZON NORTHWEST	ACCT #102746380105	00104000.542000.	100.14
	VERIZON NORTHWEST	ACCT #103957234007	40142480.542000.	64.16
56487	WA STATE BAR ASSOCIATION	RULE 9 INTERN- PALUBICKI	00105515.549000.	50.00
56488	LOREN R. WAXLER	PUBLIC DEFENSE FEES	00105515.541040.	112.50
	LOREN R. WAXLER		00105515.541040.	142.50
	LOREN R. WAXLER		00105515.541040.	150.00
	LOREN R. WAXLER		00105515.541040.	172.50
	LOREN R. WAXLER		00105515.541040.	427.50
	LOREN R. WAXLER		00105515.541040.	427.50
56489	WEBCHECK	WEBCHECK CANOPY SERVICE 5/09	00143523.541000.	408.00
56490	WEST PAYMENT CENTER	WEST INFO CHARGES 5/09	00105515.549000.	448.55
56491	BONNIE WHIPPLE	REFUND CLASS FEES	00110347.376009.	20.00
	BONNIE WHIPPLE		00110347.376020.	20.00
56492	WINGFOOT COMMERCIAL	TIRES	42047165.548000.	358.13
56493	WITTER, DEAN & TERRI	UB 120372030000 4326 108TH ST	401.122130.	60.60

WARRANT TOTAL: 1,454,430.76

VOIDS

CHECK # 51594	INITIATOR ERROR	(50.00)
CHECK # 55713	INITIATOR ERROR	(147.80)
CHECK # 55749	INITIATOR ERROR	(43.53)

1,454,189.43

REASON FOR VOIDS:

- INITIATOR ERROR
- WRONG VENDOR
- CHECK LOST IN MAIL

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 13, 2009

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

Please see attached.

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the **June 24, 2009** claims in the amount of **\$384,678.43** paid by **Check No.'s 56494 through 56630** with no Check No.'s voided.

COUNCIL ACTION:

BLANKET CERTIFICATION

CLAIMS
FOR
PERIOD-6

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$384,678.43 PAID BY CHECK NO.'S 56494 THROUGH 56630 WITH NO CHECK NUMBER'S VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

Andy Gungor

AUDITING OFFICER

6/24/09

DATE

MAYOR

DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **24th DAY OF JUNE 2009.**

COUNCIL MEMBER

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 6/18/2009 TO 6/24/2009

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
56494	WASHINGTON STATE DEPARTMENT OF	SALES & USE TAX 5/09	001.231700.	222.25
	WASHINGTON STATE DEPARTMENT OF		00101130.549000.	7.02
	WASHINGTON STATE DEPARTMENT OF		00102020.549000.	7.80
	WASHINGTON STATE DEPARTMENT OF		00103010.549000.	28.71
	WASHINGTON STATE DEPARTMENT OF		101.231700.	36.48
	WASHINGTON STATE DEPARTMENT OF		104.231700.	169.30
	WASHINGTON STATE DEPARTMENT OF		401.231700.	230.79
	WASHINGTON STATE DEPARTMENT OF		40143410.553000.	40,607.75
	WASHINGTON STATE DEPARTMENT OF		40145040.553000.	1,719.27
	WASHINGTON STATE DEPARTMENT OF		41046060.553000.	7,259.07
	WASHINGTON STATE DEPARTMENT OF		420.231700.	26.58
	WASHINGTON STATE DEPARTMENT OF		420.231710.	12,253.86
	WASHINGTON STATE DEPARTMENT OF		42047267.553000.	676.68
	WASHINGTON STATE DEPARTMENT OF		502.231700.	5.21
	WASHINGTON STATE DEPARTMENT OF		503.231700.	9.12
56495	NANCY ABELL	REIMBURSE POSTAGE/MILEAGE	00100310.531200.	74.81
56496	ALBERTSONS FOOD CENTER #471	SUPPLIES FOR KBSCC	10605250.549000.	22.19
56497	AMERICAN GENERAL FINANCIAL SERVICES	UB 890950000001 5811 GROVE ST	401.122110.	13.94
56498	ARAMARK UNIFORM SERVICES	MECHANICS UNIFORM	42047165.526000.	15.27
56499	ARLINGTON CHRISTIAN SCHOOL	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
56500	MICHAEL ASPEN	INSTRUCTOR SERVICES	00105120.541020.	276.50
56501	SNOHOMISH COUNTY AWARDS	PLAQUES FOR 09 SOFTBALL LEAGUE	00105120.531010.	499.56
56502	BACKSTROM, ALLEN	REIMBURSE CDL FEES	00105380.549000.	20.00
56503	BANDWIDTH.COM INC	SERVICES FOR 911 CALL ROUTING	50300090.542000.	0.73
56504	BANK OF AMERICA	TRAVEL REIMBURSEMENT	00103010.543000.	344.30
	BANK OF AMERICA		00103010.549000.	50.00
56505	BANK OF AMERICA		00103222.543000.	1,351.43
56506	JOHN BUELL	REIMBURSE OT MEAL	40143410.549000.	8.88
56507	MARYKE BURGESS	REIMBURSE EMPLOYEE APP EVENT	00100310.549010.	181.64
56508	CANINE BEHAVIOR CENTER INC	INSTRUCTOR SERVICES	00105120.541020.	198.00
56509	IRATXE CARDWELL	INTERPRETER SERVICES	00102515.549000.	100.00
56510	CAROTHERS, SHANE	UB 047614000000 7520 88TH PL N	401.122110.	23.20
56511	CARR'S ACE HARDWARE	PIPE CLEANER, 3/4" PIPE REPAIR	10110240.531000.	8.45
56512	CEMEX	CLASS B ASPHALT	40142080.531000.	144.09
56513	CHORS, GAVIN H	UB 651051500000 10515 64TH AVE	401.122110.	228.80
56514	COLUMBIA VIRTUAL ACADEMY	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
56515	COMCAST	PRO SHOP CABLE TV	42047267.549000.	95.79
	COMCAST	MONTHLY BROADBAND CHARGE	50300090.531000.	169.95
56516	CO-OP SUPPLY	2.5 GAL RANGER PRO	00105380.531000.	130.31
56517	WA DEPT OF CORRECTIONS	CORRECTIONS WORK CREW 5/09	00105380.549000.	665.69
	WA DEPT OF CORRECTIONS		40140280.549000.	107.00
	WA DEPT OF CORRECTIONS		40142480.549000.	106.60
56518	VONNIE CRAWFORD	INSTRUCTOR SERVICES	00105250.541020.	420.00
56519	CROCKETT, ROY	UB 751144200000 7515 54TH PL N	401.122110.	44.06
56520	CS INC	UB 241210956000 12109 56TH DR	401.122110.	70.00
56521	SERGEY DARYDENKO	REFUND BUSINESS LICENSE FEES	001.237030.	4.50
	SERGEY DARYDENKO		00107322.321000.	95.50
56522	DATABASE SECURE RECORDS DESTRUCTIO	MONTHLY SHREDDING SERVICE	00100050.548000.	67.17
56523	DELTA PROP MGMT (EMOTO)	UB 042700000004 6127 95TH ST N	401.122110.	143.82

**CITY OF MARYSVILLE
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
56524	DELTA PROPERTY MANAGEMENT	UB 849000656507 7609 60TH DR N	401.122110.	142.58
56525	DONNA DICKEY	REFUND CLASS FEES	00110347.376009.	35.00
56526	JENNIFER DOONG		00110347.376009.	45.00
56527	DUTTON ELECTRIC CO., INC.	REPAIR @ KBSCC	00105250.541000.	117.40
56528	E&E LUMBER INC	TOILET REPAIR KIT	00105380.531000.	14.65
	E&E LUMBER INC	DRILL BIT,FASTENERS	00105380.531000.	53.81
	E&E LUMBER INC	OSB BOARD	42047165.531920.	12.92
	E&E LUMBER INC		42047165.531920.	12.92
	E&E LUMBER INC	SMOKE ALARM	42047165.549000.	13.03
56529	EAST JORDAN IRON WORKS	REPLACE ADA GRATE (CASE # 0901	00105380.531000.	136.50
56530	ED'S TRANSMISSION EXCHANGE	REBUILT TRANSMISSION	50100065.534000.	1,921.13
56531	SNO CO DEPT OF EMERGENCY MANAGEMEN	EMERGENCY SRVCS-1ST&2ND QTR 09	00100090.549000.	19,419.50
56532	ERIC ERGA	REIMBURSE CDL FEES	40143410.541000.	30.00
56533	EVERETT STAMP WORKS	NOTARY STAMP-SCHNEIDER, R	00143523.531000.	46.85
56534	EVERETT TIRE & AUTOMOTIVE	(4) TIRES	50100065.534000.	393.06
56535	KAREN FOLEY	REFUND CLASS FEES	00110347.376009.	70.00
56536	ELIZABETH FRASER-CULLEN	FLG-JUDICIAL CONFERENCE	00100050.541000.	1,110.00
56537	MARTIE FRENCH	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
56538	MICHELLE KEMP-GEHLSSEN	PRO TEM SERVICES	00100050.541000.	185.00
56539	GOLDEN CORAL	KBSCC POTLUCK 6/09	10605250.549000.	124.77
56540	GOLDEN CORAL	EMPLOYEE APPRECIATION LUNCH	00100310.549010.	597.30
56541	GRADLE, MARIA	UB 751230000007 5332 75TH AVE	401.122110.	135.30
56542	GRAPHIC ENTERPRISES INC	CONTRACT BASE FOR K&E/3036	00100020.531000.	206.10
	GRAPHIC ENTERPRISES INC		00102020.531000.	206.10
	GRAPHIC ENTERPRISES INC		40143410.531000.	206.10
	GRAPHIC ENTERPRISES INC		50200050.531000.	68.70
56543	GREENSHIELDS INDUSTRIAL SUPPLY	LINE TRIMMER HEADS	42047165.548000.	98.12
56544	JOSH GUENZLER	REIMBURSE CDL FEES	40143410.541000.	74.00
56545	H & L SPORTING GOODS	(48) BADEN BASKETBALLS	00105120.531090.	390.96
56546	HAMMOND, ROBIN	UB 250010200000 10714 58TH DR	401.122110.	34.16
56547	HARBOR MARINE MAINTENANCE & SUPPLY	STEERING PACKAGE	50100065.534000.	147.17
56548	ANDREA HARTLAND KINGSFORD	REIMBURSE SUMMER CAMP ITEMS	00105120.531080.	194.66
56549	HEALTHFORCE PARTNERS, INC	RESP QUESTIONNAIRE REVIEW, DOT	00100310.531200.	939.00
	HEALTHFORCE PARTNERS, INC	DOT EXAM	41046060.541000.	54.00
	HEALTHFORCE PARTNERS, INC	RESP QUESTIONNAIRE REVIEW, DOT	42047061.541000.	103.00
56550	JOHN HENDRICKSON	REIMBURSE HOTEL-FORENSIC CLASS	00103222.543000.	1,627.79
56551	DEBBIE HEURION	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
56552	JOHN HEWITT		001.239100.	58.00
56553	HORIZON FORD	PARKING BRAKE ALARM SENSOR	50100065.534000.	51.07
56554	INTEGRA TELECOM	ACCT #010495321	00100020.542000.	195.02
	INTEGRA TELECOM		00100050.542000.	166.85
	INTEGRA TELECOM		00100110.542000.	53.96
	INTEGRA TELECOM		00100310.542000.	58.49
	INTEGRA TELECOM		00100720.542000.	13.03
	INTEGRA TELECOM		00101023.542000.	66.43
	INTEGRA TELECOM		00101130.542000.	39.61
	INTEGRA TELECOM		00102020.542000.	381.35
	INTEGRA TELECOM		00103010.542000.	105.20
	INTEGRA TELECOM		00103121.542000.	111.26

**CITY OF MARYSVILLE
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 FOR INVOICES FROM 6/18/2009 TO 6/24/2009**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
56554	INTEGRA TELECOM	ACCT #010495321	00103222.542000.	429.68
	INTEGRA TELECOM		00103528.542000.	21.89
	INTEGRA TELECOM		00103630.542000.	11.43
	INTEGRA TELECOM		00103960.542000.	132.08
	INTEGRA TELECOM		00104190.542000.	162.63
	INTEGRA TELECOM		00104230.542000.	12.04
	INTEGRA TELECOM		00105120.542000.	149.95
	INTEGRA TELECOM		00105250.542000.	22.71
	INTEGRA TELECOM		00105515.542000.	66.11
	INTEGRA TELECOM		00143523.542000.	89.06
	INTEGRA TELECOM		10111230.542000.	66.52
	INTEGRA TELECOM		40142480.542000.	130.52
	INTEGRA TELECOM		40143410.542000.	223.29
	INTEGRA TELECOM		41046170.542000.	10.84
	INTEGRA TELECOM		42047061.542000.	64.43
	INTEGRA TELECOM		50100065.542000.	36.83
	INTEGRA TELECOM		50148058.542000.	15.93
	INTEGRA TELECOM		50200050.542000.	22.07
	INTEGRA TELECOM		50300090.542000.	76.02
56555	JOHNSON, JOAN	UB 881010000000 5433 76TH PL N	401.122110.	56.99
56556	JOURNEY LINES INC.	KBSCC R/T TOUR TO SNOQUALMIE	00105250.531051.	605.00
56557	JR LANDSCAPING INC	HYDROSEED DAMAGED LAWN 6/11/09	40140380.548000.	434.40
56558	K-MART	DIEGO BIKE	00105120.531080.	54.29
	K-MART	MOWER/VAC,HAND SANITIZER,BUCKI	00105120.531080.	251.68
56559	KEO, SOLARINA C	UB 983405000000 3405 66TH AVE	401.122130.	65.50
56560	SHARON KETTERMAN	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
56561	PAM KOONS	SUPPLIES FOR JUICING	00105090.531000.	98.85
56562	CARLTON DOUP	INSTRUCTOR SERVICES	00105120.541020.	134.30
	CARLTON DOUP		00105120.541020.	201.45
	CARLTON DOUP		00105120.541020.	201.45
56563	LASTING IMPRESSIONS INC	STAFF UNIFORMS	42047165.526000.	317.25
56564	LAWN EQUIPMENT SUPPLY	BLADE ADAPTER,BELL SUPPORT,WAS	00105380.548000.	69.46
56565	PENELOPE MAHON	REFUND CLASS FEES	00110347.376009.	35.00
56566	MARYSVILLE MUNICIPAL COURT	BANK CARD FEES	00100050.541000.	460.30
56567	MARYSVILLE HISTORICAL SOCIETY	REFUND SPECIAL EVENT FEES	00100321.319000.	75.00
56568	MARYSVILLE PRINTING	LEAVE SLIPS,ENVELOPES	00100310.531000.	700.47
	MARYSVILLE PRINTING	PERSONNEL RULES	00100310.531000.	1,971.09
	MARYSVILLE PRINTING	PRINTING MRSVL VISITORS GUIDE	00100720.541000.	5,534.17
56569	MARYSVILLE SCHOOL DISTRICT #25	MMS USAGE FEES 5/09	00105120.531091.	102.00
56570	MARYSVILLE SCHOOL DISTRICT #25		00105120.531091.	244.44
56571	CITY OF MARYSVILLE	WATER @ 6915 ARMAR RD	00105380.547000.	42.37
	CITY OF MARYSVILLE		00105380.547000.	65.62
	CITY OF MARYSVILLE	WTR/SWR @ 6915 ARMAR RD	00105380.547000.	119.17
	CITY OF MARYSVILLE	6915 ARMAR RD-IRR	00105380.547000.	137.39
	CITY OF MARYSVILLE	WTR/SWR @ 5315 64TH ST NE	00105380.547000.	198.59
	CITY OF MARYSVILLE	WTR/SWR @ 6915 ARMAR RD	00105380.547000.	198.59
	CITY OF MARYSVILLE	WTR/SWR/GRB @ 6915 ARMAR RD	00105380.547000.	2,357.97
	CITY OF MARYSVILLE	WATER @ 6120 GROVE ST-IRR	00112572.547000.	132.19
	CITY OF MARYSVILLE	WTR/SWR/GRB @ 6120 GROVE ST	00112572.547000.	479.59

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 6/18/2009 TO 6/24/2009**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
56572	MONEY MAILER OF SNOHOMISH CO	MONEY MAILER COUPONS	42047267.544000.	472.50
56573	NELSON PETROLEUM	DIESEL AND GASOLINE CONSUMED	42047165.532000.	1,301.68
56574	NEXTEL COMMUNICATIONS	NEXTEL EQUIPMENT	50350390.542000.	173.74
56575	NEXTEL COMMUNICATIONS	ACCT #844448815	00100020.542000.	40.99
	NEXTEL COMMUNICATIONS		00103010.542000.	40.99
	NEXTEL COMMUNICATIONS		00103010.542000.	40.99
	NEXTEL COMMUNICATIONS		00103010.542000.	40.99
	NEXTEL COMMUNICATIONS		00103010.542000.	40.99
	NEXTEL COMMUNICATIONS		00103010.542000.	40.99
	NEXTEL COMMUNICATIONS		00103010.542000.	40.99
	NEXTEL COMMUNICATIONS		40143410.542000.	40.99
	NEXTEL COMMUNICATIONS		40143410.542000.	40.99
	NEXTEL COMMUNICATIONS		50300090.542000.	122.97
56576	NEXXPOST LLC	GALLON OF SEAL (POSTAGE MACHIN	00100110.531000.	5.74
	NEXXPOST LLC		00100310.531000.	5.74
	NEXXPOST LLC		00101023.531000.	5.74
	NEXXPOST LLC		00101130.531000.	5.74
	NEXXPOST LLC		00105515.531000.	5.73
	NEXXPOST LLC		00143523.531000.	5.74
56577	NORTH COAST ELECTRIC COMPANY	FISH TAPE	10111864.535000.	75.34
56578	NORTH COUNTY OUTLOOK	PUBLICATION-FAIRS&FESTIVALS 09	00100720.541000.	250.00
56579	NORTHWEST CASCADE INC	HONEY BUCKET @ DEERING	00105380.545000.	102.18
56580	OFFICE DEPOT	OFFICE SUPPLIES	00100020.531000.	45.01
	OFFICE DEPOT		00102020.531000.	45.01
	OFFICE DEPOT		00105380.531000.	16.16
	OFFICE DEPOT		40143410.531000.	45.01
	OFFICE DEPOT		50100065.531000.	7.50
	OFFICE DEPOT		50200050.531000.	7.50
56581	PACIFIC POWER PRODUCTS	AIR CLEANER	00105380.548000.	20.36
	PACIFIC POWER PRODUCTS	(2) JD MOWER WHEELS	00105380.548000.	250.60
	PACIFIC POWER PRODUCTS	LASTEC WHEEL AXLE	42047165.548000.	104.63
	PACIFIC POWER PRODUCTS	LASTEC WHEEL ASSY	42047165.548000.	134.93
	PACIFIC POWER PRODUCTS	TINES	42047165.548000.	619.02
56582	PACIFIC TOPSOILS INC	6 YDS TOPSOIL	40140380.531000.	65.16
	PACIFIC TOPSOILS INC		40140380.531000.	65.16
	PACIFIC TOPSOILS INC	5 YDS TOPSOIL	40140480.531000.	96.38
56583	PACIFIC TORQUE INC	REPAIR ALLISON TRANSMISSION	41046060.548000.	5,018.18
56584	THE PARTS STORE	WW FLUID	501.141100.	30.56
	THE PARTS STORE	OIL FILTERS	501.141100.	40.27
	THE PARTS STORE	PLASTIC TIES,SHURWASH	501.141100.	41.58
	THE PARTS STORE	TIES,CAR WASH	501.141100.	41.58
	THE PARTS STORE	CALIBRATION GAS	50100065.531000.	52.41
	THE PARTS STORE	COLLER CLEANER	50100065.534000.	10.31
	THE PARTS STORE	SERPENTINE BELT	50100065.534000.	14.32
	THE PARTS STORE	FILTER ELEMENT	50100065.534000.	20.48
	THE PARTS STORE	REAR BRAKE PAD SET	50100065.534000.	33.55
	THE PARTS STORE	FRONT WHEEL BEARING HUB ASSEME	50100065.534000.	86.38
56585	Laurie Hugdahl	MINUTE TAKING SERVICE	00101130.541000.	46.50
	Laurie Hugdahl		00101130.541000.	68.20
56586	UNITED STATES POSTAL SERVICE	POSTAGE FOR METER (POLICE)	00103222.542000.	2,000.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/18/2009 TO 6/24/2009

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
56587	PREMIER FENCE INC	2 RAIL VINYL FENCE INSTALLED	10110564.531000.	803.99
56588	PUBLIC SAFETY TESTING INC	QRTLTY SUBSCRIPTION FEES	00100490.541000.	1,530.00
56589	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #418-001-612-5	00100010.547000.	3,039.30
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #3450022102, DEERING AREA	00105380.547000.	15.25
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #3410070639, DEERING	00105380.547000.	201.08
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #490-001-155-4	00112572.547000.	3,054.04
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #343-042-303-2	10110463.547000.	433.46
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #609-000-699-7	10111864.547000.	63.86
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #564-001-175-4	10111864.547000.	86.21
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #493-001-880-1	40140180.547000.	30.60
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #540-011-293-3	40140180.547000.	126.71
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #335-001-900-0	40140180.547000.	1,524.57
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #401-001-485-2	40140180.547000.	2,501.61
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #224-078-532-5	40141580.547000.	2,395.01
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #243-001-286-0	40142280.547000.	107.05
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #370-002-191-2	40142480.547000.	1,586.28
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #461-029-794-9	40142480.547000.	11,515.22
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #447-001-040-8	40142480.547000.	18,855.76
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #543-001-067-7	40143410.547000.	29.14
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #289-075-529-7	40143780.547000.	1,370.08
56590	PUGET SOUND SECURITY	KEYS MADE	10111230.549000.	4.23
56591	RENTAL MANAGEMENT CO	UB 249999960000 10411 56TH DR	401.122110.	187.70
56592	KIM RICKER	REIMBURSE TRAVEL/MILEAGE/HOTEL	00100050.543000.	395.37
56593	MICHELLE ROWLEY	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
56594	JENNIFER SCHLEPP		001.239100.	100.00
56595	LYNN SCHROEDER	REIMBURSE POSTAGE/REFRESHMEN	00100110.549000.	63.47
56596	RUDY R. SCHULZE	REMOVE 70' MAPLE	40140480.541000.	435.60
56597	CRESSA SHANKWEILER	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
56598	TERRY SIMON	LCT-JUDICIAL CONFERENCE	00100050.541000.	1,110.00
56599	SIMPLY SINFUL SWEETS	REFUND BUSINESS LICENSE FEES	00100321.319000.	50.00
56600	SKAGIT VALLEY COLLEGE	CDL TRAINING	00100310.541000.	4,800.00
56601	SNO CO PUBLIC WORKS	SOLID WASTE DISPOSAL FEES 5/09	41046060.551000.	114,870.00
56602	UNISTAR-SPARCO COMPUTERS, INC	HARD DRIVE REPLACEMENT	001.231700.	-4.30
	UNISTAR-SPARCO COMPUTERS, INC		00100010.531000.	54.30
	UNISTAR-SPARCO COMPUTERS, INC	LAPTOP CAR CHARGER	101.231700.	-6.67
	UNISTAR-SPARCO COMPUTERS, INC		10111864.531000.	84.15
56603	SPECIALTY CIGARS INT'L INC	CIGARS	420.141100.	142.60
56604	STATE AUDITORS OFFICE	AUDIT PERIOD 08-08	00100090.551000.	23,551.35
56605	STATE AVENUE PLAZA, LLC	MONTHLY LEASE PYMNT-1015 STATE	00101250.545000.	28,000.00
56606	WASHINGTON STATE PATROL	BACKGROUND CHECKS	00102020.541000.	30.00
56607	SUN MOUNTAIN SPORTS INC	MICRO-CART	420.141100.	11.02
56608	TEXTRON FINANCIAL CORPORATION	5 NEW E Z GO RXV GAS GOLF CART	42047267.549000.0921	-3,909.60
	TEXTRON FINANCIAL CORPORATION		42047267.549000.0921	20,063.85
56609	THORINSON, JULIE	UB 230740000000 4825 121ST PL	401.122110.	33.26
56610	TOTAL RENTAL CENTER, INC.	RENTAL OF CANOPIES FOR HEALTHY	00105090.531000.0811	947.54
56611	TRAFFIC SAFETY SUPPLY CO INC	MARKERS	40145040.531000.	1,841.70
56612	THE GREATER MARYSVILLE TULALIP	2008 HOTEL/MOTEL GRANT APPLICA	10500030.549000.	9,253.00
56613	UNITED RENTALS	WEEDEATER LINE	10110770.531000.	23.87
56614	URS ELECTRONICS INC	IPS CABLE	10111864.531000.	61.36

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 6/18/2009 TO 6/24/2009**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
56615	USA BLUEBOOK	ANTI-SEIZE FOOD GRADE BLUEBOOK	40140680.531000.	213.95
56616	UTILITIES UNDERGROUND LOCATION CTR	EXCAVATION NOTICE 5/09	40141180.541000.	516.00
56617	VALLERIE, DANIEL & MAXINE	UB 761301050000 7609 75TH DR N	401.122110.	14.10
56618	VERIZON NORTHWEST	ACCT #109471572710	00103121.542000.	55.23
	VERIZON NORTHWEST	ACCT #108778831503	00104000.542000.	75.45
	VERIZON NORTHWEST	ACCT #1109268635501	00104000.542000.	93.05
	VERIZON NORTHWEST	ACCT #109471572710	00105120.542000.	79.99
	VERIZON NORTHWEST	ACCT #102857559902	00112572.542000.	103.35
56619	VERIZON NORTHWEST	BLACKBERRY CHARGES	00100020.542000.	58.23
	VERIZON NORTHWEST		00100050.542000.	58.23
	VERIZON NORTHWEST		00100110.542000.	116.46
	VERIZON NORTHWEST		00100310.542000.	58.23
	VERIZON NORTHWEST		00101023.542000.	58.23
	VERIZON NORTHWEST		00102020.542000.	58.23
	VERIZON NORTHWEST		00103010.542000.	58.23
	VERIZON NORTHWEST		00105120.542000.	58.23
	VERIZON NORTHWEST		00105515.542000.	116.46
	VERIZON NORTHWEST		40143410.542000.	58.23
56620	VERIZON	ACCT #0064811477782	40143410.542000.	79.99
56621	WAXIE SANITARY SUPPLY	I CASE HAND SANITIZER	00105380.531400.	42.43
	WAXIE SANITARY SUPPLY	SURPASS,LINER BAGS,TISSUE	00105380.531400.	401.97
56622	ANN WEBER	REFUND DEPOSIT FOR RENTAL	001.239100.	58.00
56623	WESTERN EQUIPMENT DISTRIBUTORS	SPRINKLER HEAD PARTS	42047165.531920.	114.46
56624	WESTERN FACILITIES SUPPLY INC	JANITORIAL SUPPLIES-RESTAURANT	42047165.531700.	149.34
56625	WILSON, JOSHUA & TENNILLE	UB 985917000000 5917 48TH ST N	410.122100.	255.30
56626	LISA WILSON	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
56627	THEODORE A. WRIGHT	AUDIO SYSTEM RENTAL	00105090.531000.0811	900.00
56628	PEDRO YANEZ	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
56629	YORIO, RALPH & SUE	UB 780230000002 5700 60TH DR N	401.122110.	23.92
56630	ZEE MEDICAL SERVICE	RESTOCK FIRST AID KIT	00103530.531000.	255.09

WARRANT TOTAL:

384,678.43

REASON FOR VOIDS:

- INITIATOR ERROR
- WRONG VENDOR
- CHECK LOST IN MAIL

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 13, 2009

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

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the June 19, 2009 payroll in the amount \$914,818.32 Check No.'s 21495 through 21560.

COUNCIL ACTION:

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 13, 2009

AGENDA ITEM: Contract Award: Sunnyside Well 1R Drilling and Development	AGENDA SECTION: Review Bids	
PREPARED BY: Paul Federspiel, Project Engineer	APPROVED BY: <i>[Signature]</i>	
ATTACHMENTS: <ul style="list-style-type: none"> • Certified Bid Tabulation • Vicinity Map Exhibit 	MAYOR	CAO
	AMOUNT: \$X	
BUDGET CODE: 40200034.560000 W0705		

DESCRIPTION:

The Sunnyside Well 1R Drilling and Development project generally consists of the drilling, development, and pump testing of a production well in the vicinity of the City of Marysville's existing Sunnyside Well 2. This project has been identified in the 2009 Capital Improvement Plan.

The project was advertised for a June 25th, 2009 bid opening. X bids were received as shown on the attached bid tabulation. The low bidder is TBD. References have been checked and found to be satisfactory.

Contract Bid (Includes Sales Tax):	\$X
Management Reserve:	\$X
Total:	\$X

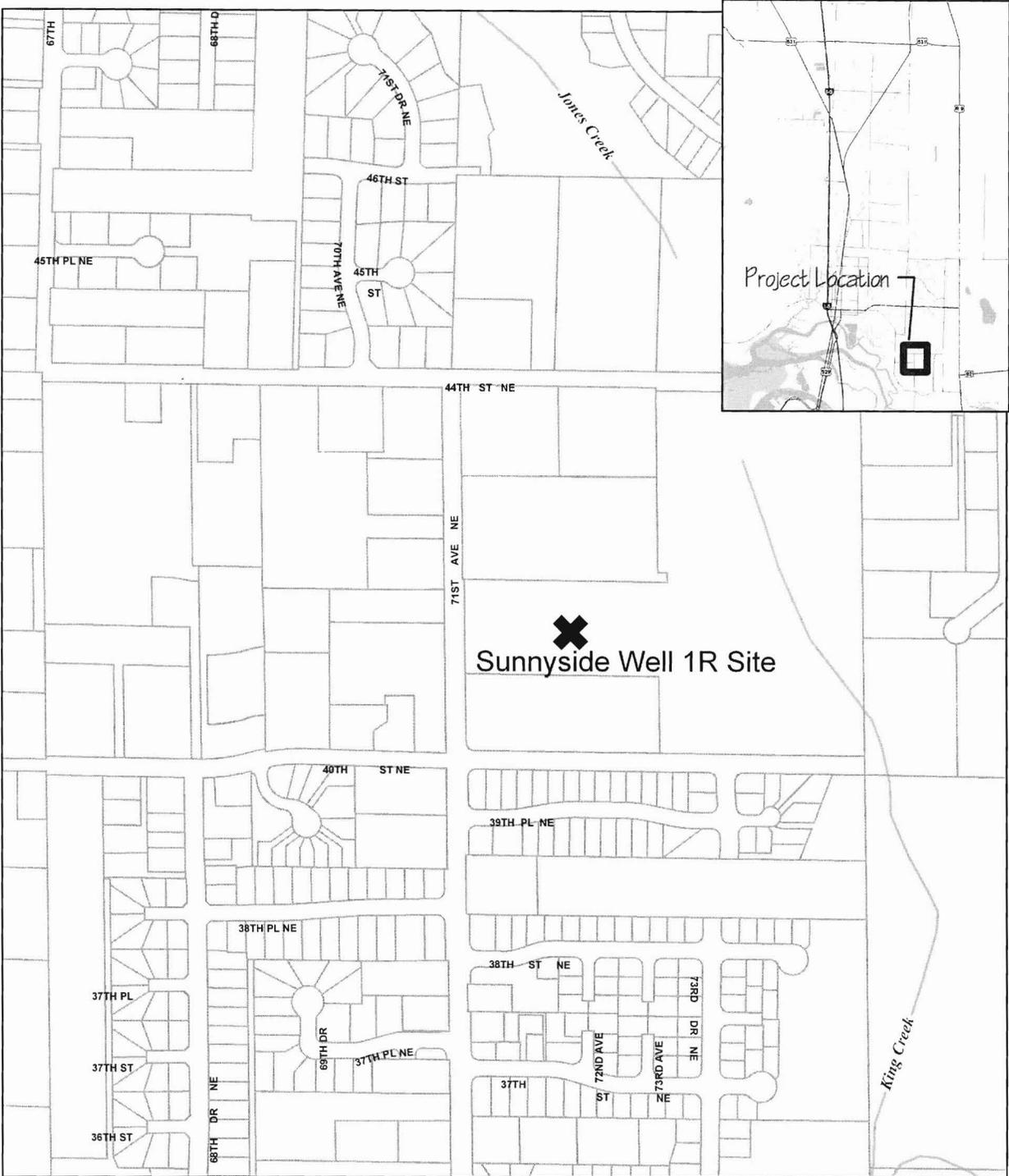
RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to authorized the bid for the Sunnyside Well 1R Drilling and Development project to TBD in the amount of \$X including Washington State Sales Tax and approve a management reserve of \$X for a total allocation of \$X.

COUNCIL ACTION:

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VICINITY MAP EXHIBIT



W0705 Sunnyside Well 1R Drilling and Development

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 13, 2009

AGENDA ITEM: Purchase Hydraulic Excavator	AGENDA SECTION:	
PREPARED BY: Mike Shepard, Fleet and Facilities Manager	APPROVED BY: <i>[Signature]</i>	
ATTACHMENTS: <ul style="list-style-type: none"> Purchase Hydraulic Excavator Contract 	MAYOR	CAO
BUDGET CODE: 50100048.564000 0925	AMOUNT: \$120,000.00	

DESCRIPTION:

Fleet Services is proposing to purchase a new hydraulic excavator to replace a 1986 John Deere backhoe #228. This Backhoe is 22 years old and the hydraulic systems, pins and bushings, transmission, and engine are old and showing signs of excessive wear. The backhoe is currently three years beyond its scheduled replacement time and Fleet Services and the Public Works Department would like to replace the backhoe with a new hydraulic excavator.

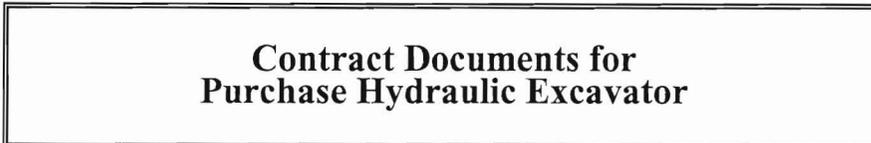
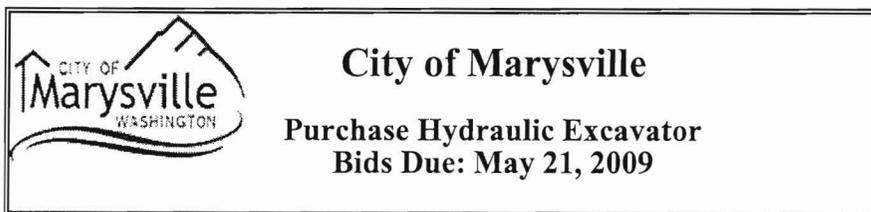
Purchasing an excavator instead of another backhoe will give the City a wider range of use performing many more job functions and it will alleviate the need to rent an excavator in the future to perform specialized tasks.

On May 21, 2009 at 10:30AM the City opened sealed bids for the purchase of a new hydraulic excavator.

Vendor Name	Bid Amount	Comments
Pape' Material Handling Bobcat West	\$92,332.80	Noncompliant bid
Modern Machinery co., Inc.	\$112,937.48	Compliant bid
SABA Holding Company	\$120,450.00	
NC Machinery Co.	\$123,145.40	

The successful low bidder is Modern Machinery Co., Inc. located at 22431 – 83rd ave South, Kent WA 98032 in the amount of \$112,937.48.

RECOMMENDED ACTION: Staff recommends that Council award the bid to Modern Machinery Co., Inc. in the amount of \$112,937.48 and Authorize the Mayor to sign the Contract for the purchase of a new hydraulic excavator.
COUNCIL ACTION:



A INVITATION TO BID

Notice is hereby given that bids (also referred to herein as “quotes”) for Purchase Hydraulic Excavator, as more specifically described in **Section B.3** of the Contract Documents, will be received via sealed envelope to the City of Marysville (also referred to herein as “City” or “Owner”), City Hall Clerks Office 1049 State Avenue, Marysville, Washington 98270, (360)363-8077, until 10:00 a.m., Thursday, May 21, 2009.

Two copies of the bid must be submitted no later than 10:00 a.m., Thursday, May 21, 2009 and must be clearly marked with the bidders name, bid title, and due date. All bidders must certify that they are not on the Comptroller General’s list of ineligible contractors nor the list of parties excluded from Federal procurement or nonprocurement programs.

Bidding procedures and technical questions regarding this bid may be directed to Mike Shepard, Fleet and Facilities Manager at (360) 363-8106.

Only firm bids will be accepted, and the City reserves the right to reject any or all bids or waive any irregularities and informalities in the bids submitted and accepted by the City. No bidder may withdraw its bid after the hour set for the opening thereof unless the award is delayed for a period exceeding 60 days. The City further reserves the right to make bid awards to the lowest responsible bidder.

Each bid must be accompanied by a certified check, cashier’s check or bid bond (with an authorized surety company as surety) made payable to the City of Marysville in an amount not less than five percent (5%) of the bid amount.

Mike Shepard, Fleet and Facilities Manager, Public Works, City of Marysville

B. BID SUBMITTAL

B.1 BID BOND REQUIREMENTS

The Bidder must accompany their bid with a bid deposit payable to the Owner for five percent of the total amount of the bid. The Bidder may submit a certified check in lieu of a Bid Bond.

Attorneys-in-fact who sign Bid Bonds must file a certified and effective dated copy of their power of attorney.

B.2 OFFER

Each bidder is required to read and understand all information in the Contract Documents and by submitting its bid certifies that it has done so. All sections and information must be completely and legibly filled out in fields B.1 – B.6 in order for the bid to be considered by the City.

The City will not accept any bid that has been modified, conditioned or restricted in any way.

By submitting its bid, the bidder offers to provide one hydraulic excavator with options as specified in Contract and Contract Documents, Sections A-J.

The undersigned hereby accepts the terms and conditions as set forth in the Contract Documents. The bid must be signed and dated by the bidder's legally authorized representative.

FULL LEGAL NAME OF COMPANY

MODERN MACHINERY CO. INC.

TYPE OF BUSINESS:

Corporation Partnership (general) Partnership (limited)
 Sole Proprietorship Limited Liability Company

ADDRESS

22431 - 83rd AVE. SOUTH

CITY/STATE/ZIP

KEDT, WA. 98032

EMAIL ADDRESS

MBANDY@MODERNMACHINERY.COM

PHONE

425 681-0256

FAX:

253-872-3519

NAME (PLEASE PRINT):

MARC BANDY

TITLE:

TERRITORY MGR.

SIGNED



DATE

5-19-09

MARYSVILLE BUSINESS LICENSE #:

1112 RET 204

UBI #:

602 014 937

B.3 BID PRICE SHEET

The City of Marysville requests bids from qualified manufacturers and distributors for the purchase of a hydraulic excavator and associated optional equipment. The submitted cost (bids) shall include all fees, taxes, and delivery charges. Delivery and acceptance must be completed by June 29, 2009, 1:00 p.m. or (19) nineteen calendar days from Notice to Proceed, and delivered to 80 Columbia Avenue, Marysville, WA.

Bid award will be based on bids submitted for the hydraulic excavator as specified in Section H.1. The City may or may not select and purchase items listed in Options 1 through 3. The decision will be based on bid prices alone from the successful bidder for the hydraulic excavator.

All sections of this Bid Price Sheet must be completely filled out to qualify.

Base Bid as specified in Section H.1 (Hydraulic Excavator)

Base Bid Amount: * 103,994.00
 Tax % 8.6: 8,943.48
 Total Base Bid Amount: \$ 112,937.48

* BASE PRICE INCLUDES:
 OPTIONAL HYDRAULIC PLUMBING
 TO RUN #1, #2 + #3 IN
 FUTURE OR AT DAY OF ORDER

Option #1 as specified in Section H.2 (30" Excavator Brush Flail Mower Attachment)

Option #1 Amount: * 6,637.00
 Tax % 8.6: 570.78
 Total Option #1 Amount: \$ 7,207.78

* INCLUDES WINDOW
 GUARD (FRONT) METAL
 MESH.
 QUOTING: US MOWER EX 30
 SAMURAI 30"

Option #2 as specified in Section H.3 (Ho Pac Attachment)

Option #2 Amount: 5,629.00
 Tax % 8.6: 484.12
 Total Option #2 Amount: \$ 6,113.12

QUOTING: ALLIED #1000

Option #3 as specified in Section H.4 (Hammer Attachment)

Option #3 Amount: 13,276.47
 Tax % 8.6: 1,141.77
 Total Option #3 Amount: \$ 14,418.24

QUOTING: S 25N, CITY
 16-22 53-72

COMPANY NAME: MODERN MACHINERY

SIGNATURE OF AUTHORIZED AGENT OR OWNER: [Signature]

TITLE: TERRITORY MGR. DATE: 5-19-09

B.4 QUOTE INFORMATION

Bidder shall complete the following:

1. Authorized Representative:

Primary Contact-Contract Administration	Alternate Contact - Contract Administration
Name: <u>MARC BANDY</u>	Name: <u>JIM HASSEBROCK</u>
Telephone #: <u>425 681-0256</u>	Telephone #: <u>1-800-669-2425</u>
FAX: <u>253-872-3519</u>	FAX: <u>253-872-3519</u>
Email: <u>MBANDY@MODERNMACHINERY.COM</u>	Email: <u>JHASSEBROCK@MODERNMACHINERY.COM</u>

Customer Service/P.O. Placement

Name TOM STANDARD / NANCY REDFERN
Telephone: 253-872-3500
FAX: 253-872-3519

2. Addresses:

Orders to be sent to:	Billing will be from:	Payment to be sent to:
<u>MODERN MACHINERY</u>	<u>MODERN MACHINERY</u>	<u>SAME AS BELLIX</u>
<u>22431 83rd AVE S</u>	<u>PO. Box 16660</u>	
<u>KENT WA 98032</u>	<u>MISSOULA, MT 59808</u>	

3. How long has your company been in business providing services, as stated in this contract, for customers equal to or larger than described herein?

31 Years _____ Months

MODERN MACHINERY HAS BEEN THE KOMATSU DEALER SINCE 1978

B.5 REFERENCES

**Names of references for which contracts were/are held, starting with the most recent.
Provide a minimum of three references.**

1. Company Name: KL3 CONSTRUCTION INC
Address: PO. Box 158 MUKILTEO WA 98275
Contact Person: HILARY BOZA
Telephone: 425-355-7335
Email: HILARYB@KL3CONSTRUCTION.COM

2. Company Name: AAA MONROE ROCK
Address: 15121 166th SE. MONROE WA 98290
Contact Person: ZACK FIORETO
Telephone: 206-910-7886
Email: ZFIORETO@GMAIL.COM

3. Company Name: SHORELINE CONSTRUCTION
Address: PO. Box 358 WOODRIDGE WA 98072
Contact Person: DOUG SUZUKI
Telephone: 425-483-0600
Email: DSUZUKI@SCCWA.NET

B.6 SUPPLEMENTAL INFORMATION

Bidder shall complete the following required information. Where additional space is needed and/or where specifically requested, submit an attached letter.

Describe your overall service capabilities in the performance of contractual requirements.

AS AN EXCLUSIVE DISTRIBUTOR OF KOMATSU EQUIPMENT, MODERN MACHINERY IS COMMITTED TO ASSURING EQUIPMENT RELIABILITY BY PROVIDING QUICK, RESPONSIVE SERVICE. WE DO THAT BY AN EXTENSIVE SUPPORT STAFF WITH AN EXTENSIVE PARTS INVENTORY, HIGHLY TRAINED SERVICE PERSONNEL AND ON SITE SERVICE.

MODERN MACHINERY IS A WELL FINANCED COMPANY THAT WILL BE HERE TODAY, TOMORROW AND IN THE FUTURE.

VENDOR WAREHOUSE: Bidder shall indicate below the warehouse location, phone number and contact information at which material, equipment or supplies will be stored and shipped to the City.

ADDRESS: 22431 83rd AVE S PHONE: 1-800 669 2425
KENT, WA 98032 CONTACT: COLVEN HOLM MGR.

END OF BID SUBMITTAL SECTION

C. INFORMATION FOR BIDDERS

C.1 GENERAL

The successful bidder shall be expected to execute a contract and to provide a new hydraulic excavator and associated optional equipment in accordance with the terms and conditions of the Contract Documents.

The Bidder must accompany their bid with a bid deposit payable to the Owner for five percent of the total amount of the bid. The Bidder may submit a certified check in lieu of a Bid Bond.

The bidder must submit a completed non collusion affidavit with their bid.

The successful bidder will be required to sign the Contract and all Addenda.

Bidders must certify that they are not on the Comptroller General's list of ineligible contractors nor the list of parties excluded from Federal procurement or nonprocurement programs.

Questions regarding quote procedures may be directed to Mike Shepard at (360) 363-8106 or by email to mshepard@marysvillewa.gov.

C.2 QUOTE SUBMITTAL

A complete quote, including B.1- B.6, must be submitted to the City of Marysville City Hall Clerks office, 1049 State Avenue, Marysville WA 98270, attention Clerks Office, and must be received by the deadline stated in the Invitation to Bid. Quotes will be received via sealed envelope to the City of Marysville, City Hall Clerks Office 1049 State Avenue, Marysville, Washington 98270, until 10:00 a.m., Thursday, May 21, 2009. Bid must be clearly marked with the bidders name, bid title, and due date. It is the bidder's responsibility to make sure that a quote is received by the deadline. Quotes received after the deadline will not be considered.

Only firm quotes will be accepted, and the City reserves the right to reject any or all quotes or waive any irregularities and informalities in the quotes submitted and accepted by the City. The bidder may not withdraw its quote after the hour set for the opening thereof unless the award is delayed for a period exceeding 60 days. The City of Marysville reserves the right to reject any and all bids and to waive irregularities in the bid or the bidding and to award the bid to the lowest responsible bidder. No bid bond is required.

C.3 TAXES AND FEDERAL EXCISE TAX

It is incumbent on the bidder to indicate in its quote if Washington State sales tax applies. Washington State sales tax shall be shown as a separate line on the Bid Price Sheet. The City of Marysville, as a municipal corporation of the State of Washington, is exempt from federal excise tax, and such taxes shall not be included in bid prices. The City of Marysville agrees to furnish Vendor, upon acceptance of articles supplied under this Contract, with an exemption certificate, if necessary.

C.4 OVERHEAD AND PROFIT

The amounts in the Bid Price Sheet include all overhead, profit, travel, delivery/freight bonds, insurance, and all other expenses involved in performing the Contract requirements.

C.5 PAYMENT

As payment for items purchased under this contract, the City agrees to pay Vendor the sum of (the "contract amount"), as adjusted by actual quantities to be paid as quoted unit prices.

C.6 TERM OF CONTRACT

The following provisions shall apply to the term of the Contract:

- A. If during the term of this Contract the Vendor violates any of the provisions of this Contract or fails to properly provide the items required by this Contract, the City shall advise Vendor of specific deficiencies and shall allow a reasonable period (30 days unless otherwise agreed) to correct these deficiencies to the City's satisfaction.
- B. In the event Vendor fails to correct deficiencies in the allotted time or to perform duties as required under this Contract, the City shall have the right to terminate this Contract on 30 days' written notice to the Vendor.
- C. The successful bidder shall be prepared to begin the process of delivering the hydraulic excavator and associated equipment as specified in the Contract immediately after receiving the Owner's Notice to Proceed and all requirements have been met as referenced in C.18 Commencement of Work.

C.7 PRICE ADJUSTMENT

During the term of this Contract, should the Vendor enter into contracts or agreements with other parties providing greater benefits or lower pricing than provided under this Contract, the Vendor shall immediately propose and agree to amend this Contract to provide similar pricing to the City if the contract(s) with other customers offer similar usage quantities and similar conditions impacting pricing. Vendor shall immediately notify the City of any such contracts entered into by Vendor.

C.8 ADDITIONS

Additional equipment associated with the purchase of the hydraulic excavator may be added to the order during the course of this Contract, provided that the additional cost shall be based on the same price structure as set forth in the Bid Price Sheet and the Contract Documents.

C.9 OFFER

The successful bidder agrees that its bid constitutes an offer to the Owner, which shall be binding for 60 days from the date of the bid opening. If the bid is accepted, the successful bidder agrees to sign the Contract and provide required forms as referenced in section C.18 within ten (10) calendar days of the receipt from the Owner of the Contract forms.

C.10 LICENSE/QUALIFICATIONS

The Contractor shall hold a business license to vend items in the City of Marysville.

C.11 NON-DISCRIMINATION AND COMPLIANCE WITH EQUAL OPPORTUNITY LAWS

The Vendor agrees to comply with equal opportunity employment laws and not to discriminate against clients, employees, or applicants for employment or for services because of race, creed, color, religion, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training; and rendition of services. The Vendor further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Vendor understands and agrees that if it violates this nondiscrimination provision, this Contract may be terminated by the City and the Vendor may be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

C.12 CONFLICT OF INTEREST

The successful bidder certifies that its bid is in all respects fair and is made without collusion on the part of any person, firm or corporation that is a party to this bid process and that no officer or employee of the City is personally or financially interested, directly or indirectly, in the bid, or in any purposes of, or the sale of, any materials or supplies for the work to which it relates, or any portion of the profits thereof.

C.13 INFORMATION FOR VENDOR

The submission of the bidder's quote shall constitute acknowledgement that the bidder has thoroughly reviewed the Contract Documents, that the bidder understands the conditions normally encountered and recognized as inherent in the requested procurement, and that the bidder agrees that all data and information requisite to the fulfillment of the procurement has been made available.

C.14 GUARANTEE OF QUALITY

The Vendor and manufacturer shall provide a written (36) month and/or 3000 operating hour guarantee of quality and remedy all defects in the items delivered and pay to repair or replace, including all expenses involving defective items for the hydraulic excavator. The City will give notice of observed defects with reasonable promptness.

The guarantee period for the excavator shall be suspended from the time a significant defect is first documented by the City until the item(s) are replaced by the Vendor and accepted by the City. In the event that fewer than (36) months and/or 3000 operating hours remain in the guarantee period after acceptance of such repair or replacement (after deducting the period of suspension above), the guarantee period shall be extended to allow for a minimum of 90 days guarantee of the repair or replacement from the date of acceptance of such repair or replacement.

The Vendor and manufacturer shall provide a written (12) month guarantee of quality and remedy all defects in the items delivered and pay to repair or replace, including all expenses involving defective items for the buckets and optional equipment purchased under this Contract. The City will give notice of observed defects with reasonable promptness.

C.15 ATTORNEY FEES

Should either the City or the Vendor commence any legal action relating to the provisions of this Contract or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses, and reasonable attorney fees.

C.16 INDEMNIFICATION

The Vendor shall defend, indemnify and save the City and its elected officials, officers and employees harmless from any and all claim and risk and all losses, damages, demands, suits, judgments, and attorney fees or other expenses of any kind on account of injury to or death of any and all persons, on or account of all property damage of any kind, or loss of use resulting therefrom, to any party arising out of, or in any manner connected with, the work performed under this Contract, or caused in whole or in part by reason of the presence of the Vendor or its employees or agents, upon or in proximity to the property of the City during performance of the work or at any time before final acceptance, except only for those losses resulting from and to the extent of the negligence of the City with regard to activities within the Vendor's scope of work. This indemnification provided herein constitutes Vendor's waiver of immunity under Industrial insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties as agreed in the Indemnification Addendum.

C.17 SUBCONTRACTORS

The Vendor shall provide a new hydraulic excavator and associated equipment through its own organization as set forth herein and shall not sublet or assign the procurement of the hydraulic excavator and associated equipment to any subcontractor.

C.18 COMMENCEMENT OF WORK

Work shall not proceed under this Contract until the following conditions have been met by the Contractor, at which time a Notice to Proceed letter will be issued by the City:

- A. Contract and Indemnification Addendum are signed.
- B. The Vendor has a City of Marysville Business license and UBI number.
- C. Certificate of Insurance together with requested endorsements.

These conditions must be met within ten (10) calendar days of the award of the Contract.

CONTRACT FOR PURCHASE OF A HYDRAULIC EXCAVATOR

THIS AGREEMENT is made this between the CITY OF MARYSVILLE, a municipal corporation ("City"), and MODERN MACHINERY CO., INC., a Corporation ("Vendor").

In consideration of the terms and conditions contained herein and attached and made a part of this Contract, the parties hereto covenant and agree as follows:

1) The Vendor shall provide a hydraulic excavator and associated optional equipment for the City's Public Works Department as specifically described in Section B.3 of the Contract Documents, in accordance with and as described in the attached Contract Sections A through I, and shall provide additions to the procurement order as provided under this Contract and every part thereof.

The following Contract Documents are attached to this Contract and are hereby incorporated herein by this reference:

- A. Invitation to Bid
- B. Bid Submittal – Submitted by the Vendor as to those items and/or alternatives accepted by the City (Confirmed copy dated May 21, 2009)
- C. Information for Bidders
- D. Indemnification Addendum
- E. Standard Terms and Conditions
- F. Bid Bond Form
- G. Non Collusion Affidavit
- H. Equipment Specifications
- I. Addenda
- J. Cooperative Purchasing Agreement

2) **PURCHASE COST.** This Contract is based on bid prices as bid in section B.3. The total purchase price for the hydraulic excavator will not exceed One Hundred Twelve Thousand Nine Hundred Thirty Seven Dollars and Forty Eight Cents, (\$112,937.48) including Washington State sales tax. No optional equipment will be purchased under this Contract. The total cost includes all costs associated with procurement of the hydraulic excavator, including, but not limited to, labor, materials, equipment, overhead, profit, administrative and regulatory costs, transportation, unless otherwise agreed in writing.

3) **CITY AGREEMENT.** The City employs Vendor to provide a new hydraulic excavator and associated optional equipment as described in the Contract and to furnish and deliver the new hydraulic excavator and associated optional equipment according to Owner requirements and the terms and conditions herein contained, and contracts to pay the total cost for the new hydraulic excavator and associated optional equipment at the time and in the manner and upon the conditions provided for in this Contract.

4) **VENDOR AGREEMENT.** The Vendor hereby agrees to fully perform the work for the total all Project cost according to the terms and conditions of this Contract.

5) **VENDOR RESPONSIBILITIES.** The Vendor shall provide and bear the expense of all equipment, work and labor that may be required for the transfer of the new hydraulic excavator and associated optional equipment provided for in this Contract, unless otherwise provided in the specifications and shall guarantee said new hydraulic excavator and associated optional equipment for a period of (90) days after delivery and final acceptance by the City. The Vendor shall be responsible for fabrication and delivery of the new hydraulic excavator and associated optional equipment in accordance with all applicable laws and regulations, including, but not limited to, all applicable environmental statutes and regulations.

6) **GENERAL PROVISIONS.**

A. Time frame for Completion. The complete order of the new hydraulic excavator and associated optional equipment must be delivered to the City of Marysville no later than 1:00 p.m. June 29, 2009 or (19) calendar days from Notice to Proceed.

7) **SPECIAL PROVISIONS**

A. Licenses and Permits. The Vendor must have a current City of Marysville Business License before Notice to Proceed can be issued. The Vendor also represents that he is a licensed, bonded and insured Vendor as required by the State of Washington.

B. Standards. Fabrication and delivery shall be performed in accordance with accepted industry practice in a safe manner, and shall meet all requirements of applicable codes.

C. Change Orders. Any change orders shall be made in the form of a written request, submitted by the Vendor to the City for review. The City will then make a written determination to approve or reject said change order prior to any action by the Vendor.

D. The Vendor shall provide a minimum of (3) two hours of manufacturer operator training and a minimum of (4) four hours of manufacturer maintenance and repair training for the City Fleet mechanics.

E. Warranty. The Vendor and manufacturer warrants the complete hydraulic excavator against all defects in workmanship and material for (36) months and/or 3000 operating hours from the date of final acceptance by the City. This warranty shall be provided in writing.

The Vendor and manufacturer shall provide a written (12) month complete warranty against all defects in the items delivered and pay to repair or replace, including all expenses involving defective items for the buckets and optional equipment purchased under this Contract as listed in Equipment Specifications H.2 through H.4. The City will give notice of observed defects with reasonable promptness.

8) **NON-DISCRIMINATION AND COMPLIANCE WITH EQUAL OPPORTUNITY LAWS.** The Vendor agrees to comply with equal opportunity employment

laws and not to discriminate against clients, employees, or applicants for employment or for services because of race, creed, color, religion, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training; and rendition of services. The Vendor further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Vendor understands and agrees that if it violates this nondiscrimination provision, this Contract may be terminated by the City and the Vendor may be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

9) **EQUITABLE ADJUSTMENTS.** Should Vendor feel an equitable adjustment to the Contract is warranted whether by written change order or an oral order from the City, Vendor shall file a written notice of that fact with the City within twenty-four (24) hours of the written or oral order. No later than five (5) days thereafter, Vendor shall file a written claim with the City stating the amount claimed, supported by appropriate documentation. No claim for equitable adjustment shall be allowed if submitted after the work has been given final acceptance by the City.

10) **ATTORNEY FEES.** Should either the City or the Vendor commence any legal action relating to the provisions of this Contract, or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses and reasonable attorney fees.

11) **INDEMNIFICATION.** The Vendor shall defend, indemnify and save the City and its elected officials, officers and employees harmless from any and all claim and risk and all losses, damages, demands, suits, judgments, and attorney fees or other expenses of any kind on account of injury to or death of any and all persons, on or account of all property damage of any kind, or loss of use resulting therefrom, to any party arising out of, or in any manner connected with, the work performed under this Contract, or caused in whole or in part by reason of the presence of the Vendor or its employees or agents, upon or in proximity to the property of the City during performance of the work or at any time before final acceptance, except only for those losses resulting from and to the extent of the negligence of the City with regard to activities within the Vendor's scope of work. This indemnification provided herein constitutes Vendor's waiver of immunity under Industrial insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

12) **APPLICABLE LAW AND VENUE.** This Contract shall be governed by, and construed in accordance with, the applicable laws of the State of Washington. Any legal proceedings to determine the rights and obligations of the parties hereunder shall be brought and heard in Snohomish County Superior Court.

13) **INSURANCE**

The Vendor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with products and materials supplied to the City.

No Limitation. Vendor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Vendor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

The Contractor shall obtain insurance of the type described below:

- i. Commercial General Liability insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover products liability. The City shall be named as an insured under the Vendor's Commercial General Liability insurance policy using ISO Additional Insured-Vendors Endorsement CG 20 15 or a substitute endorsement providing equivalent coverage.

B. Minimum Amounts of Insurance

Vendor shall maintain the following insurance limits:

- i. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate and a \$2,000,000 products liability aggregate limit.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Commercial General Liability insurance:

- i. The Vendor's insurance coverage shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Vendor's insurance and shall not contribute with it.
- ii. The Vendor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

Vendor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Vendor before goods, materials or supplies will be accepted by the City.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF MARYSVILLE

Attest:

By _____
Dennis Kendall, Mayor

By _____
City Clerk

Approved as to form:

By _____
City Attorney

Modern Machinery Co., Inc.

By Jim M. Jansbach
Its Washington Region Manager

Address: 22431 83rd Ave South
Kent, WA 98032

Telephone: 253-872-3500

D. INDEMNIFICATION ADDENDUM

Modern Machinery Co., Inc. (hereinafter called Vendor) agrees to defend, indemnify and hold the City of Marysville (hereinafter called Owner) harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with services performed or to be performed under this Contract by Vendor or vendor's agents or employees to the fullest extent permitted by law and subject to the limitations provided below.

Vendor's duty to indemnify Owner shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of Owner or Owner's agents or employees.

Vendor's duty to indemnify Owner for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) Owner's agents or employees, and (b) Vendor or vendor's agents or employees, shall apply only to the extent of negligence of Vendor or vendor's agents or employees.

Vendor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts; provided Vendor's waiver of immunity by the provisions of this paragraph extends only to claims against Vendor by Owner and does not include, or extend to, any claims by Vendor's employees directly against Vendor.

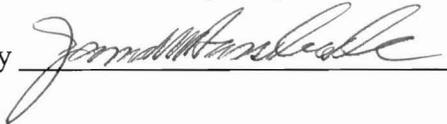
Vendor's duty to defend, indemnify and hold Owner harmless shall include as to all claims, demands, losses and liability to which it applies, Owner's personnel-related costs, reasonable attorney's fees, court costs and all other claim-related expenses.

THE UNDERSIGNED HEREBY CERTIFY THAT THIS ADDENDUM WAS MUTUALLY NEGOTIATED.

CITY OF MARYSVILLE

By _____
Dennis Kendall, Mayor

Modern Machinery Co., Inc.

By  _____

E. STANDARD TERMS AND CONDITIONS

CITY OF MARYSVILLE STANDARD TERMS AND CONDITIONS

INVITATION TO BID, REQUEST FOR QUOTATION & PURCHASE ORDER CONTRACT

THE PURCHASE ORDER INCLUDES THE FOLLOWING TERMS AND CONDITIONS AND INCLUDES, BUT IS NOT LIMITED TO THE INVITATION TO BID, REQUEST FOR QUOTATIONS, SPECIFICATIONS, PLANS, AND PUBLISHED RULES AND REGULATIONS OF THE CITY OF MARYSVILLE AND THE LAWS OF THE CITY OF MARYSVILLE AND THE STATE OF WASHINGTON, WHICH ARE HEREBY INCORPORATED BY REFERENCE.

1. **CHANGES** No alteration in any of the terms, conditions, delivery price, quality, quantities, or specification of this order will be effective without written consent of the City of Marysville Attorney.
2. **HANDLING** No charges will be allowed for handling, including but not limited to packing, wrapping bags, containers or reels, unless otherwise stated herein.
3. **DELIVERY** For any exception to the delivery date as specified on this order, vendor shall give prior notification and obtain written approval thereto from the Public Works Operations Manager or appropriate Buyer with respect to delivery under this order. Time is of the essence and the order is subject to termination for failure to deliver as specified and/or appropriate damages.
The acceptance by the Purchaser of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Vendor.
4. **PAYMENTS, CASH DISCOUNT, LATE PAYMENT CHARGES** Invoices will not be processed for payment nor will the period of computation for cash discount commence until receipt of a properly completed invoice or invoiced items are received, whichever is later. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized.
5. **SHIPPING INSTRUCTIONS** Unless otherwise specified, all goods are to be shipped prepaid, F.O.B. Destination. Where shipping addresses indicate room numbers it will be up to the Vendor to make delivery to that location at no additional charge where specific authorization is granted to ship goods FOB shipping point. Vendor agrees to prepay all shipping charges, route as instructed or if instructions are not provided, route by cheapest common carrier and to bill the Purchaser as a separate item on the invoice for said charges. Each invoice for shipping charges shall contain the original or a copy of the bill indicating that the payment for shipping has been made. It is also agreed that the Purchaser reserves the right to refuse COD shipments.
6. **REJECTION** All goods or materials purchased herein are subject to approval by the Purchaser. Any rejection of goods or material resulting because of nonconformity to the terms and specifications of this order, whether held by the Purchaser or returned, will be at Vendor's risk and expense.
7. **IDENTIFICATION** All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this order shall contain the applicable purchase order number.
8. **INFRINGEMENTS** Vendor agrees to protect and save harmless the Purchaser against all claims, suits or proceedings for patent, trademark, copyright or franchise infringement arising from the purchase, installation, or use of goods and materials ordered, and to assume all expenses and damages arising from such claims, suits or proceedings.
9. **WARRANTIES** Vendor warrants that articles supplied under this order conform to specifications herein and are fit for the purpose for which such goods are ordinarily employed, except that if a particular purpose is stated, the material must then be fit for that particular purpose.
10. **ASSIGNMENTS** The provisions or moneys due under this contract shall only be assignable with prior written consent of the Public Works Operations Manager or appropriate Buyer.
11. **TAXES** Unless otherwise indicated the Purchaser agrees to pay all State of Washington sales or use tax. No charge by Vendor shall be made for federal excise taxes, and the Purchaser agrees to furnish Vendor, upon acceptance of articles supplied under this order with an exemption certificate.
12. **LIENS, CLAIMS AND ENCUMBRANCES** Vendor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.

STANDARD TERMS AND CONDITIONS, cont.

13. **RISK OF LOSS** Regardless of FOB point, Vendor agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery. Such loss, injury or destruction shall not release Vendor from any obligation hereunder.
14. **SAVE HARMLESS** Vendor shall protect, indemnify, and save the Purchaser harmless from and against any damage, cost or liability for any injuries to persons or property arising from acts or omissions of Vendor, his employees, agents or subcontractors howsoever caused.
15. **PRICES** If price is not stated on this order, it is agreed that the goods shall be billed at the price last quoted or paid, or prevailing market price whichever is lower.
16. **TERMINATION** In the event of a breach by Vendor of any of the provisions of this contract, the Purchaser reserves the right to cancel and terminate this contract forthwith upon giving oral or written notice to Vendor. Vendor shall be liable for damages suffered by the Purchaser resulting from Vendor's breach of contract.
17. **NONDISCRIMINATION AND AFFIRMATIVE ACTION** The vendor agrees not to discriminate against any client, employee or applicant for employment or services because of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap with regard to, but not limited to, the following employment upgrading, demotion, or transfer, recruitment or recruitment advertising, lay-offs or termination, rates of pay or other forms of compensation, selection for training or rendition of services. It is further understood that any vendor who is in violation of this clause or an applicable Affirmative Action Program shall be barred forthwith from receiving awards of any purchase order from the CITY unless a satisfactory showing is made that discriminatory practices or noncompliance with applicable Affirmative Action Programs have terminated and that a recurrence of such acts is unlikely.
18. **ANTI-TRUST** Vendor and the Purchaser recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact Borne by the Purchaser. Therefore, Vendor hereby assigns to the Purchaser any and all claims for such overcharges.
19. **DEFAULT** The Vendor covenants and agrees that in the event suit is instituted by the Purchaser for any default on the part of the Vendor, and the Vendor is adjudged by a court of competent jurisdiction to be in default, he shall pay to the Purchaser all cost, expenses expended or incurred by the Purchaser in connection therewith, and reasonable attorney's fees. The Vendor agrees that the Superior Court of the State of Washington shall have jurisdiction over any such suit, and that venue shall be laid in Snohomish County.
20. **BRANDS** When a special brand is named it shall be construed solely for the purpose of indicating the standards of quality, performance, or use desired. Brands of equal quality, performance, and use shall be considered, provided Vendor specifies the brand and model and submits descriptive literature when available. Any bid containing a brand which is not of equal quality, performance, or use specified must be represented as an alternate and not as an equal, and failure to do so shall be sufficient reason to disregard the bid.
21. **ACCEPTANCE BY ACCEPTING THIS PURCHASE ORDER IN WRITING OR BY DELIVERING THE MATERIAL ORDERED, YOU ACCEPT ALL OF THE TERMS AND CONDITIONS SET FORTH. FORMAL OBJECTION IS HEREBY MADE TO ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY VENDOR AS A CONDITION OF ACCEPTANCE OR DELIVERY.**
23. The **VENDOR**, in consideration of the sums to be paid to him by the **CITY**, hereby agrees to furnish all labor, tools, materials, equipment and supplies required and shall, in a workmanlike manner, fabricate and deliver the new hydraulic excavator and associated optional equipment as more fully set forth in Section B.3.
24. The **VENDOR** agrees that he shall actively solicit the employment of disadvantaged group members. **VENDOR** shall furnish evidence of his compliance with these requirements of disadvantaged employment and solicitation. As used in this section, the term "disadvantaged business" means a business at least fifty-one percent of which is owned by disadvantaged group members. Disadvantaged group members include, but are not limited to, African Americans, Women, Native Americans, and Asian Americans.

END OF STANDARD TERMS AND CONDITIONS SECTION

F. BID BOND FORM

X SEE ATTACHED BID BOND 2 COPIES
[Handwritten signature]

Herewith find deposit in the form of a cashier's check, postal money order or bid bond in the amount of \$ _____ which amount is not less than five (5%) percent of the total bid.

SIGN HERE _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as Principal and _____ as Surety, are held and firmly bound unto the City of Marysville as Obligee, in the penal sum of _____ Dollars, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of this obligation is such that if the Obligee shall make any award to the Principal for:

According to the terms of the proposal or bid made by the Principal, therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure so to do, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS _____ day of _____, 20__.

Principal

Surety

Dated: _____

Received return of deposit in the sum of \$ _____.

Signature

ORIGINAL

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Modern Machinery Co., Inc. as Principal and Federal Insurance Company as Surety, are held and firmly bound unto the City of Marysville as Obligee, in the penal sum of Five Percent of Amount bid ****Dollars (5% of Amount Bid), for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of this obligation is such that if the Obligee shall make any award to the Principal for: One New Komatsu PC88MR-8 Hydraulic Excavator with all standard equipment plus Roadliners, 2 Buckets, Hydraulic Thumb, Quick Coupler and Auxiliary Hydraulics

According to the terms of the proposal or bid made by the Principal, therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure so to do, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS 21st day of May, 2009.

Modern Machinery Co., Inc.

Wick & Hill

William G. Conkall J.P.

Name and Title

Federal Insurance Company

Aimee N. Cavill

Aimee N. Cavill, Attorney-In-Fact



**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

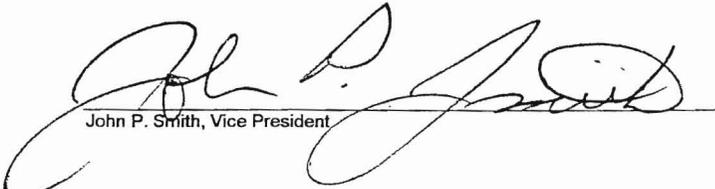
**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Aimee N. Cavill, Elaine Gray, Ed Heine, Heidi Nordahl and Terry Payne of Missoula, Montana**

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **12th** day of **May, 2006**


Kenneth C. Wendel, Assistant Secretary


John P. Smith, Vice President

STATE OF NEW JERSEY
County of Somerset ss.

On this **12th** day of **May, 2006** before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with John P. Smith, and knows him to be Vice President of said Companies; and that the signature of John P. Smith, subscribed to said Power of Attorney is in the genuine handwriting of John P. Smith, and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



KAREN A. EDER
Notary Public, State of New Jersey
No. 2231647
Commission Expires Oct. 28, 2009


Notary Public

CERTIFICATION

Extract from the By- Laws of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**:

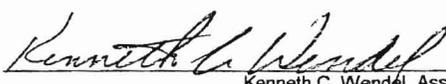
"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **21st** day of **May, 2009**




Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com



G. NON COLLUSION AFFIDAVIT

STATE OF WASHINGTON)

COUNTY OF King)

The undersigned, being first duly sworn on oath, says the bid herewith submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and (s)he further says that the said bidder has not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding, and that said bidder has not in any manner sought by collusion to secure to him/her self an advantage over any other bidder or bidders.

[Signature] / MODERN MACHINERY
Signature of Bidder/Vendor

Subscribed and sworn to before me this 19th day of May, 2009.



Nancy L. Redfern
Notary Public in and for the
State of Washington,
Residing at Kent, WA
My Comm. Exp.: 7/29/10

H. EQUIPMENT SPECIFICATIONS

H.1 General (Hydraulic Excavator)

The hydraulic excavator must be new, unused and the manufacturer's current production year model, and shall be bid with all standard manufacturer's options, and as specified in this Section of this document. Modifications of a manufacturer's existing model year unit to meet these specifications will not be permitted.

H.1.1 Specifications

A. Dimensions

- The machine shall not exceed an overall height of 9' (Feet).
- The machine shall not exceed an overall length of 22' (Feet).
- The machine shall not exceed an overall width of 8' (Feet).
- The length of the crawler shall not exceed 10' (Feet).
- Tail swing radius shall not exceed 5' (Feet).

B. Operating Weight

- The operating weight of the base excavator, including all standard equipment, lubricants, coolant, full fuel tank, and rubber track shall not exceed 20,000 lbs.

C. Engine

- The engine shall meet US Tier III emission requirements
- The machine shall have no less than a four cycle engine, water cooled, turbo charged, and air to air after cooled diesel engine with a minimum of 60 HP horsepower or above, (ISO 9249 / SAE J1349) standard.
- The engine shall be direct injection with an electronically controlled common rail injection system.
- Engine displacement shall not be less than 199 cu. Inches (3,260cc).
- A device in the operator's cab shall control the engine throttle.
- Provide an engine cooling fan guard to protect the operator.
- The machine shall have a neutral engine start system.
- Diesel engine shall produce be low emissions with a dual element air cleaning system.

D. Operator Cab and Controls

- The operator cab compartment shall be fully enclosed and shall protect the operator from the environment with a 360 degree field of view.
- Cab shall have a ceiling hatch.
- The hydraulic implement system shall use pilot operated controls for low effort and smooth modulation.

- The front windshield shall be mounted on tracks and be able to be swung into a secure position in the cab by the operator and the bottom front glass must be removable and be able to be stored behind the operator's seat.
- The cab shall have a skylight that can be opened and that is designed to a level 1 falling object protection rating.
- The cab shall be mounted on multi-layer viscous cab mounts for comfort and noise reduction.
- The operator seat shall be cloth with a high back rest and fully adjustable for height, weight, forward / back, seat back adjusts, and arm rest adjusts. Seat shall be a suspension type with a 3-inch retractable seat belt.
- The cab shall have a minimum 7" LCD color display monitor with multi-function operation keys. The monitor shall have five working modes for implement system. Any system malfunction detected shall be displayed on the LCD monitor.
- An automatic climate control system shall be provided as standard equipment to maintain a constant temperature.
- The cab must have a standard PPC lockout lever that does not allow for travel, blade swing, or boom articulation while engaged.
- Cab operating noise cannot exceed 70 dba at operator's ear.
- Front cab windshield shall have an intermittent windshield wiper
- Left side of cab exterior shall have a rear view mirror and a round convex mirror shall be mounted on the upper right rear of the cab.
- Cab shall have a heating system with full window defrosting and air conditioning.
- A pilot proportional joystick controls shall be provided with thumb control for hydraulic attachments.
- Cab shall have a floor mat.

E. Electrical System

- The machine shall have a 12-volt or 24-volt electrical system.
- The machine shall have two work lights on the front of the cab and one on the boom.
- A fusible link that can cut out the current from the battery instantly must be installed so that a fire will not be caused easily due to an electrical short.
- The electrical wire connectors must be fixed to the structural members of the machine body to prevent an electrical system failure due to a disconnect.
- All connectors shall be moisture and dust resistant.

F. Work Equipment Operating Requirements

- The work equipment shall have full casting on the boom foot, boom tip, arm tip and bucket linkage for uniform durability and strength.
- A single swing pin shall be used for the boom swing and the swing yolk and pin mount shall have full castings for strength and durability.

- The machine shall be equipped with a boom of a minimum of 11' (Feet) in length and an arm a minimum of 6' 9" in length.
- Minimum digging depth shall be 15' (Feet)
- Minimum dumping height shall be 15' 4".
- Minimum digging reach shall be 23' 3" at ground level.
- Minimum digging force (ISO) shall not be less than 13,780 lbs (6,250 kgf).
- Minimum arm crown force (ISO) shall not be less than 8,160 lbs (3,700 kgf).
- The bucket shall be of heavy-duty construction and have a capacity of not less than 9.20 ft³ (0.260 m³).
- The main boom shall swing no less than 50 degrees to the left and 65 degrees to the right.
- Machine shall have an ISO/SAE pattern change valve.

G. Hydraulic Systems

- The hydraulic system shall be a closed-center system with load sensing valves and pressure-compensating valves.
- Variable displacement piston pumps and gear pump shall provide the hydraulic oil flow.
- The hydraulic system shall have a minimum flow of 40 gal/min.
- Maximum allowable system pressure shall be 3,900 PSI for implement circuits, 3,900 PSI for the travel circuit, and 3,100 PSI for the swing and blade circuit.
- The machine shall have a hydraulic activation control lever (PPC Lockout Lever) which deactivates the hydraulic function and prevents start-up when lever is in the "on" position.
- Single and bi-directional auxiliary hydraulics shall be standard equipment.
- Auxiliary hydraulic functions shall be controlled by way of the controls located on the pilot proportional joystick.
- The machine shall have a minimum of (5) working modes: Power, Economy, Lifting, Breaker, and Attachment that are accessed through the cab monitor panel.
- Auxiliary hydraulic flow shall be from 5 to 33 gal/min depending on the mode selected.
- Auxiliary hydraulic flow shall be controlled by the operator using the monitor panel in the cab.
- The hydraulic valve shall be located for easy serviceability under a lockable side compartment.
- The hydraulic system shall have a standard auto idle function.
- An accumulator shall be provided allowing the boom and arm to be lowered to the ground should the machine lose engine power.
- Hydraulic system shall have O-ring face seal hydraulic fittings.
- The hydraulic system at the end of the arm shall have quick disconnect capability for easy interchange of attached equipment.

H. Travel and Brakes

- Travel shall be fully hydrostatic
- A separate hydraulic motor shall drive each track and the motor shall drive each track through a reduction planetary drive.
- The machine shall have two selectable travel speeds and shall be load sensing and shift automatically from high range to low range.
- Maximum travel speed shall not exceed 4 mph.
- An audible alarm shall indicate when the machine travel is engaged.
- Dual levers in the operator's cab shall control travel.
- The machine shall have a minimum drawbar pull of 15,000 lbs.
- Service braking shall be automatic and hydraulic through the drive motors.
- A travel lock lever shall be installed to prevent a sudden start of the machine.

I. Undercarriage

- The track frame shall be all welded, box section type construction and rigidly mounted to the mainframe.
- Each track frame shall have (1) one rigidly mounted carrier (top) roller and (5) five track (bottom) rollers.
- Each (Roadliner) track shall be a minimum 17" in width and must utilize a minimum of (5) five rollers for stability and safety.
- Roadliner tracks shall have a minimum of 39 shoes per side and mounted directly to the rail.
- Track gauge shall not be less than 6' 2" (1,870mm)
- Track tension shall be adjusted hydraulically.

J. Stability

- The machine must be of a tight tail design and be able to safely lift a minimum of 1,500 lbs. at maximum reach. Maximum reach calculation is reached using standard arm, over the side of machine, blade on the ground, and at a height of 0" m (ground level).

K. Swing Capabilities

- The upper structure shall have the capability to swing 360 degrees in either direction.
- Swing effort shall be provided to the upper structure by a hydraulic motor through double reduction planetary gearing.
- Swing speed shall be a minimum of 10.0 rpm
- Tail swing radius shall not exceed 4' 5" (1335 mm)
- There shall be an oil disc brake to lock the upper structure.

L. Serviceability

- The machine shall be designed to be fueled at ground level.
- The hydraulic tank shall have an oil level sight gauge that allows for checking the fluid level without removing the filler cap.
- Anti skid material or equivalent shall cover the designed and normal walking surfaces of the machines upper structure.
- A rear service door shall provide access to the engine radiator, hydraulic cooler, batteries and air cleaner.
- Vendor to provide 1 (one) complete set of belts, filters (including oil, hydraulic, fuel, air filters) and replacement lamps.

M. Paint

- The machine and all attachments shall be painted the manufacturer's standard color, unless otherwise noted.

N. System & Machine Safeguards / Other / General

- The machine shall have an on-board GPS transmitter using satellite technology. The GPS system shall be designed to help in optimizing the machines utilization and monitor its operation. The wireless GPS monitoring system shall provide information on the machines location, fleet operational hours, maintenance due notification, maintenance replacement notification, forced engine lock on/off, night time engine lock settings, and the system will be able to send alerts notifications by e-mail on PC or mobile phone.
- Provide a muffler guard to prevent burns from contact with the manifold. Covers must be installed so that fire will not break out even if hydraulic oil should leak from the hydraulic system.
- Provide a 24" digging bucket
- Provide a 36" clean-out bucket
- Vendor shall provide (2) two complete sets of paper bound operating and maintenance manuals for the machine and optional equipment. Maintenance manuals are to include a complete set of wiring diagrams and a full description of parts. Provide one additional electronic copy if available.
- Vendor shall provide a computer diagnostic tool that includes software and hardware devices required for troubleshooting and diagnosing the machines systems.
- All equipment and components necessary for the operation and what is normally supplied shall be furnished, even if not specifically called out in these specifications.
- All equipment and components shall be new. Demonstration models, rebuilt, or remanufactured machines will not be acceptable.
- The machine shall be ready for service when delivered.
- A machine performance demonstration performed by City employees may be required prior to bid acceptance and award.

- Machine shall provide on base model a thumb along with the 24” digging bucket.

H.2 Option #1 (30” Excavator Brush Flail Mower Attachment)

H.2.1 General

- The flail mower attachment must be new, unused and the manufacturer’s current production year model, and shall be bid with all standard manufacturers’ options. The flail mower attachment shall be compatible with the hydraulic excavator proposed and as bid by the Vendor.
- The flail mower shall meet or exceed the specifications listed for a US Mower model EX30 – Samurai 30” Excavator Brush Flail Mower.
- Vendor shall provide (2) two complete sets of paper bound operating and maintenance manuals for the attachment. Maintenance manuals are to include a description of all parts. Provide one additional electronic copy if available.
- All equipment and components necessary for the operation and what is normally supplied shall be furnished, even if not specifically called out in these specifications.
- All equipment and components shall be new. Demonstration models, rebuilt, or remanufactured will not be acceptable.
- The attachment shall be ready for service when delivered.
- An attachment performance demonstration performed by City employees may be required prior to bid acceptance and award.

H.3 Option #2 (Ho Pac Attachment)

H.3.1 General

- The Ho Pac attachment must be new, unused and the manufacturer’s current production year model, and shall be bid with all standard manufacturer’s options. The Ho Pac attachment shall be compatible with the hydraulic excavator proposed and as bid by the Vendor.
- The Ho Pac attachment shall meet or exceed the specifications listed for a Allied Construction Products Ho Pac model #1000 with optional swivel top mounting bracket.
- Vendor shall provide (2) two complete sets of paper bound operating and maintenance manuals for the attachment. Maintenance manuals are to include a description of all parts. Provide one additional electronic copy if available.
- All equipment and components necessary for the operation and what is normally supplied shall be furnished, even if not specifically called out in these specifications.
- All equipment and components shall be new. Demonstration models, rebuilt, or remanufactured will not be acceptable.
- The attachment shall be ready for service when delivered.

- An attachment performance demonstration performed by City employees may be required prior to bid acceptance and award.

H.4 Option #3 (Hammer Attachment)

H.4.1 General

- The hammer attachment must be new, unused and the manufacturer's current production year model, and shall be bid with all standard manufacturers' options. The hammer attachment shall be compatible with the hydraulic excavator proposed and as bid by the Vendor.
- The hammer attachment shall meet or exceed the specifications listed for Allied Construction Products Ramer model #S 25 N, City 16-22 53-72 DBA.
- Vendor shall provide (2) two complete sets of paper bound operating and maintenance manuals for the attachment. Maintenance manuals are to include a description of all parts. Provide one additional electronic copy if available.
- All equipment and components necessary for the operation and what is normally supplied shall be furnished, even if not specifically called out in these specifications.
- All equipment and components shall be new. Demonstration models, rebuilt, or remanufactured will not be acceptable.
- The attachment shall be ready for service when delivered.
- An attachment performance demonstration performed by City employees may be required prior to bid acceptance and award.

I. ADDENDA (IF REQUIRED)

J. COOPERATIVE PURCHASING

RCW 39.34 allows cooperative purchasing between public agencies (political subdivision) in the State of Washington. Public agencies which have filed an Intergovernmental Cooperative Purchasing Agreement with the City of Marysville and which are actively participating may purchase from City of Marysville contracts, provided that the Vendor has agreed to such participation. Each bidder shall indicate on the bid on this form if he/she will honor other public agency orders in accordance with contract terms and conditions in addition to orders from the City of Marysville. The City of Marysville does not accept any responsibility for purchase orders issued by other public agencies.

Public agencies desiring to use Marysville contracts must have executed an Intergovernmental Cooperative Purchasing Agreement with the City of Marysville, as required by RCW 39.34. Only those public agencies who have complied with these requirements are eligible to use this contract. The public agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchase by or on behalf of the public agency in question. A purchase by a public agency shall be effected by a purchase order from the public agency, directed to the Vendor or other party contracting to furnish goods or services to the City of Marysville.

The City of Marysville accepts no responsibility for the performance of any purchasing contract by the Vendor, and the City of Marysville accepts no responsibility for payment of the purchase price for any public agency.

The vendor's decision to honor or not honor participation of other public agencies orders in accordance with contract terms and condition in addition to orders from the City of Marysville shall not be considered as part of the bid.

Will you, the vendor, sell additional units to other government agencies within the State of Washington at the base bid price, terms and conditions, with reasonable variances for local sales tax and delivery charges for the period of one year from date of award? The City of Marysville accepts no responsibility for the payment of the purchase price by other government agencies.

YES NO

OFFICE OF CITY CLERK

Tracy Jeffries

1049 State Avenue

Marysville, Washington 98270

360.363.8000

www.marysvillewa.gov

**NOTICE OF PUBLIC HEARING
MARYSVILLE CITY COUNCIL**

NOTICE IS HEREBY GIVEN THAT PURSUANT TO RCW 35A.14.460(3) THE MARYSVILLE CITY COUNCIL WILL HOLD A JOINT PUBLIC HEARING WITH THE SNOHOMISH COUNTY COUNCIL AT 7:00 P.M., ON MONDAY, JULY 13, 2009 IN THE COUNCIL CHAMBERS OF MARYSVILLE CITY HALL LOCATED AT 1049 STATE AVENUE, MARYSVILLE, WASHINGTON. THE PURPOSE OF THIS PUBLIC HEARING IS TO CONSIDER THE FOLLOWING:

AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARYSVILLE AND SNOHOMISH COUNTY PROVIDING FOR THE ANNEXATION TO THE CITY OF THE AREA KNOWN AS THE “CENTRAL MARYSVILLE ANNEXATION” PURSUANT TO RCW 35A.14.460

ANY PERSON MAY APPEAR AT THE HEARING AND BE HEARD IN SUPPORT OF OR OPPOSITION TO THIS PROPOSAL.

THE CITY WILL HOST IN ADVANCE OF THE PUBLIC HEARING AN OPEN HOUSE FROM 4:00 p.m. to 6:00 p.m. TO ANSWER QUESTIONS REGARDING THE PURPOSED ANNEXATION INTERLOCAL AGREEMENT.

INQUIRIES SHOULD BE DIRECTED TO MARYSVILLE COMMUNITY DEVELOPMENT AT (360) 363-8100.

CITY OF MARYSVILLE

TRACY JEFFRIES
CITY CLERK

DATED: JUNE 25, 2009

PUBLISHED MARYSVILLE GLOBE: JULY 1, 2009 AND JULY 8, 2009

SPECIAL ACCOMMODATIONS: THE CITY OF MARYSVILLE STRIVES TO PROVIDE ACCESSIBLE MEETINGS FOR PEOPLE WITH DISABILITIES. PLEASE CONTACT TRACY JEFFRIES, ADA COORDINATOR, AT (360) 363-8000 OR 1-800-833-6384 (VOICE RELAY) OR 1-800-833-6388 (TDD RELAY) TWO DAYS PRIOR TO THE MEETING DATE IF ANY SPECIAL ACCOMMODATIONS ARE NEEDED.

**THIS NOTICE IS NOT TO BE REMOVED, MUTILATED OR
CONCEALED IN ANY WAY BEFORE DATE OF HEARING.**

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 13, 2009

AGENDA ITEM: Central Marysville Annexation Interlocal Agreement	AGENDA SECTION: Public Hearing	
PREPARED BY: Gloria Hirashima, Community Development Director	AGENDA NUMBER:	
ATTACHMENTS: <ol style="list-style-type: none"> 1. Proposed Central Marysville Interlocal Agreement with Attachments 2. Resolution 2251 3. Notice of Intention (will be provided in July 13th packet) 	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

The Marysville City Council approved Resolution 2251 in September 2008 to commence annexation proceeds for the Central Marysville annexation. The annexation resolution commences annexation under RCW 35A.14.460, the interlocal agreement process authorized by Washington state law. This process can be utilized for annexation of areas that are more than sixty percent contiguous to existing city boundaries where an interlocal agreement has been negotiated between the annexing city and county. The proposed annexation is fully contained within the Marysville urban growth area (UGA).

The annexation has been the subject of prior annexation proceedings including the annexation entitled “Wicklow Annexation” that was in process in 2006. In 2006, the Washington State legislature passed provisions entitling cities who annexed territories containing greater than 10,000 population an additional sales and use tax credit. The intent of the legislation is to facilitate larger annexations by allowing an offset of costs incurred as a consequence of the city needing to extend services within the annexation area. This encouraged Marysville to consider assembling multiple smaller annexations into a larger annexation of its remaining UGA.

City and County staff have reached agreement on a proposed interlocal agreement that will be considered by the Marysville City Council and Snohomish County Council on July 13, 2009 at a joint hearing of the City of Marysville and Snohomish County Council. The Marysville City Council will also consider the 88th Street Interlocal agreement which is proposed to facilitate the transfer of the 88th Street NE road project contained within the annexation boundary.

Following approval of an interlocal agreement for the Central Marysville annexation, the City will forward its Notice of Intent to Annex the Central Marysville Annexation to the Washington State Boundary Review Board of Snohomish County for consideration.

RECOMMENDED ACTION: City staff recommends that the Marysville City Council authorize the Mayor to sign the Central Marysville Interlocal Agreement.
COUNCIL ACTION:

After Recording Return to:

Assistant Clerk
Snohomish County Council
3000 Rockefeller, M/S 609
Everett, WA 98201

Agencies: Snohomish County and City of Marysville
Tax Account No.: N/A
Legal Description: N/A
Reference No. of Documents Affected: Interlocal Recorded at AF# _____
Filed with the Auditor pursuant to RCW 39.34.040
Documents Title:

INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARYSVILLE AND SNOHOMISH COUNTY PROVIDING FOR THE ANNEXATION TO THE CITY OF THE AREA KNOWN AS THE "CENTRAL MARYSVILLE ANNEXATION" PURSUANT TO RCW 35A.14.460

1. PARTIES

This interlocal agreement ("Agreement") is made by and between the City of Marysville ("City"), a Washington municipal corporation, and Snohomish County ("County"), a political subdivision of the State of Washington, collectively referred to as the "Parties," pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act) and RCW 35A.14.460.

2. PURPOSE

- 2.1 Primary purpose. The primary purpose of this Agreement is to set forth the terms of the Parties' agreement to the annexation ("Annexation") to the City of territory located within the Central Marysville Annexation area, which area is referred to herein as the "Annexation Area," pursuant to RCW 35A.14.460. The territory included in the Annexation Area is depicted in Exhibit A to this Agreement, incorporated herein by this reference.
- 2.2. Orderly transition of services and capital projects. The City and County recognize the need to facilitate an orderly transition of services and capital projects from the County to the City at the time of the Annexation.

3. GENERAL AGREEMENT REGARDING ANNEXATION

- 3.1 Inapplicability of Master Annexation ILA. The Parties recognize the existence of that certain *Interlocal Agreement Between the City of Marysville and Snohomish County Concerning Annexation and Urban Development Within the Marysville*

Interlocal Agreement Between the City of Marysville and Snohomish County Providing for the Annexation to the City of the Area Known as the "Central Marysville Annexation" Pursuant to RCW 35A.14.460

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Urban Growth Area, effective June 30, 1999, and recorded under Auditor's File # 199908230669 ("Master Annexation ILA"), that addresses certain actions related to annexation. Since the Parties hereto entered into the Master Annexation ILA, the Legislature has authorized an additional method of annexation (annexation by interlocal agreement) pursuant to RCW 35A.14.460. Notwithstanding anything to the contrary that may be contained in the Master Annexation ILA, the Parties agree and intend that the Master Annexation ILA shall have no applicability, force or effect with respect to the Annexation contemplated herein. Instead, the Annexation shall be governed by the terms of this Agreement which is entered into pursuant to RCW 35A.14.460.

- 3.2 Snohomish County Tomorrow Annexation Principles. The County and the City intend that this Agreement be interpreted in a manner that furthers the objectives articulated in the Snohomish County Tomorrow Annexation Principles. For the purpose of this Agreement, the Snohomish County Tomorrow Annexation Principles means that document adopted by the Snohomish County Tomorrow Steering Committee on February 28, 2007, and supported by the Snohomish County Council in Joint Resolution No. 07-026 passed on September 5, 2007. The Snohomish County Tomorrow Annexation Principles are attached to this Agreement as Exhibit B, and incorporated herein by this reference.
- 3.3 Annexation approval. The City and County agree that following execution of this Agreement, the City shall pursue the Annexation of territory described in Exhibit A by adoption of an ordinance pursuant to RCW 35A.14.460(4).
- 3.4 City to adopt County codes and ordinances. The City agrees to adopt by reference the County codes and ordinances listed in Exhibit C of this Agreement solely for the purpose of allowing the County to process and complete permits and fire inspections in the Annexation Area. Adoption of the County's codes by the City in no way affects projects applied for under the City's jurisdiction. The County shall be responsible for providing copies of all the codes and ordinances listed in Exhibit C of this Agreement, in addition to all the updates thereto, to the Marysville City Clerk, so that the City Administrative Services Director may maintain compliance with RCW 35A.12.140.

4. GROWTH MANAGEMENT ACT ("GMA") AND LAND USE

- 4.1 Urban density requirements. Except as may be otherwise allowed by law, the City agrees to adopt land use designations and zones for the Annexation Area that will accommodate within its jurisdiction the population and employment allocation assigned by the County under the GMA for the City and the Annexation Area as established in Appendix B of the Countywide Planning Policies for Snohomish County. Nothing in this Subsection 4.1 shall be deemed as a waiver of the City's right to appeal the assignment of such population and employment allocation under the GMA.

4.2 Wetland mitigation sites and habitat projects. The City and County share a commitment to ensure the success of wetland mitigation sites and habitat improvement projects. The City and County agree that both jurisdictions will benefit from the maintenance and monitoring of wetland mitigation sites and habitat improvement projects. The City and County agree to enter into an agreement prior to the effective date of the Annexation to determine responsibility and costs for maintenance and monitoring for the mitigation sites and habitat improvement project located at 51st Avenue NE and 100th Street NE.

5. TRANSFER OF PERMITS IN PROCESS BY THE COUNTY

5.1 Permit processing. The County agrees to continue processing both building and major development permit applications in the Annexation Area for which complete applications were filed before the effective date of the Annexation, as provided below.

5.2 Building permits issued within four months of annexation. The County shall continue to process through completion building permits in the Annexation Area under County code and permit requirements for which it received a complete permit application prior to the effective date of the Annexation and for which a building permit is issued within four months of the effective date of Annexation. In addition, the County shall accept, process, and conduct inspections for any associated permits for which it receives an application through completion. For the purposes of this Agreement, "associated permits" means mechanical, plumbing, and sign permits for the building being permitted. For the purposes of this Agreement, "completion" means final administrative or quasi-judicial approvals, including final inspection and issuance of an occupancy permit. The County shall be responsible for defending any administrative, quasi-judicial or judicial appeals of building permits issued by the County in the Annexation Area.

5.3 Building permit applications not issued within four months after annexation. The County shall continue to process permit applications (exclusive of major development permits as defined in Section 5.4) in the Annexation Area under the County code and permit application requirements for which it received a complete permit application prior to the effective date of the Annexation, for up to four months following the effective date of the Annexation. Four months following the effective date of the Annexation, permit application processing responsibility will be transferred to the City if a permit has not been issued. Alternatively, the City may request the County to transfer pending building permit applications upon receipt of a written request by the permit applicant. The County will contact applicants for pending permit applications to provide advance notification of the transfer date. The City will honor any intermediate approvals (such as building plan check approval) which are effective prior to transfer of the permit application. Extension of intermediate approvals following the Annexation must be approved by the City following consultation with County staff.

- 5.4 Major development permits. The County shall continue to process to completion any major development permits in the Annexation Area for which it received a complete permit application prior to the effective date of the Annexation. "Major development permits" is defined as: non- single family building permits for structures greater than 4,000 square feet in size, subdivisions, Planned Residential Developments, short subdivisions, conditional uses, special uses, rezones, shoreline substantial development permits and variances. "Processing to completion" shall be to the end of a review process that was commenced by the County prior to the effective date of the Annexation. The term "review process" is defined as follows for a subdivision: preliminary plat approval, plat construction plan approval, inspection and final plat processing. Final plats shall be transmitted to the City for City Council acceptance of dedication of right-of-way or other public easements, if dedication occurs after the effective date of the Annexation. The County shall be responsible for defending any administrative, quasi-judicial or judicial appeals of major development permits issued by the County in the Annexation Area.
- 5.5 Permit renewal or extension. Any request to renew a building permit or to renew or extend a major development permit issued by the County prior to the effective date of the Annexation which is received after the effective date of the Annexation shall be made to and administered by the City.
- 5.6 Land use code enforcement cases. Any pending land use code enforcement cases in the Annexation Area shall be transferred to the City on the effective date of the Annexation. Any further action in those cases will be the responsibility of the City. The County agrees to make its employees available as witnesses at no cost to the City if necessary to prosecute transferred cases.
- 5.7 Enforcement of County conditions. Following the effective date of the Annexation, the City agrees to enforce any conditions imposed by the County relating to the issuance of a building or major development permit in the Annexation Area. Any performance or other bonds held by the County to guarantee performance or completion of work associated with the issuance of a permit shall be transferred to the City along with responsibility for enforcement of condition tied to said bonds. The County agrees to make its employees available to provide assistance in areas involving enforcement of conditions on permits originally processed by County personnel, at no cost to the City.
- 5.8 Proportionate share of application fees. The City and County shall proportionately share the permit application fees for any transferred cases. The County shall transfer a proportionate share of the application fee collected to the City, commensurate with the amount of work left to be completed on the permit. The City may also request transfer for permit responsibility upon receipt of a written request by the permit applicant.

6. RECORDS TRANSFER

The City Clerk or designee, at his or her discretion, shall either take custody of or copy relevant County records prior to and following the Annexation. County records to be transferred or copied will include, but are not limited to, records from The Departments of Public Works and Planning and Development Services, including all permit records and files, inspections reports and approved plans, approved zoning files, code enforcement files, fire inspection records, easements, plats, data bases for land use, drainage, street lights, streets, regulatory and animal license records, and any available data on the location, size and condition of utilities, and other items identified during the transfer process. Transfer of County records will be subject to the *Interlocal Agreement Between the City and the County Concerning Transfer, Custody, Retention and Access of Public Records Following Annexation*, effective August 25, 1999, and recorded under Auditor's File # 199910200573.

7. ROADS

- 7.1 Reciprocal impact mitigation. The City and County have agreed to mutually enforce each other's traffic mitigation ordinances and policies to address multi-jurisdictional impacts under the terms and conditions provided in the *Interlocal Agreement Between Snohomish County and the City of Marysville on Reciprocal Mitigation of Transportation Impacts*, effective July 1, 1999, and recorded under Auditor's File # 199907020618. The Parties also may enter into an additional agreement that addresses implementation of common MUGA development standards (including access and circulation requirements), level of service standards, concurrency management systems, and other transportation planning issues.
- 7.2 88th Street NE corridor capacity improvements. The City and County agree that both jurisdictions will benefit from the construction of capacity improvements to the 88th Street NE Corridor between State Avenue and 67th Avenue NE, whether it lies within the City's corporate limits or remains in unincorporated Snohomish County. The City and County agree to coordinate and cooperate on these improvements. The process and details for coordination will be addressed within a separate agreement.
- 7.3 51st Avenue NE intersection improvements. The County is currently in the construction phase of intersection improvements to the intersection of 51st Avenue NE and 100th Street NE and to the intersection of 51st Avenue NE and 136th Street NE. The City agrees that these projects are in the City's interest and will allow the County to work within the right-of-way annexed by the City to complete these projects.

8. SURFACE WATER MANAGEMENT

- 8.1 Legal control and maintenance responsibilities. The Central Marysville Annexation Area includes surface water drainage improvements or facilities that the County currently owns or maintains. The City and County agree that the legal control and maintenance responsibilities for such surface water drainage improvements or facilities shall transfer to the City by the end of the calendar year in which the Annexation becomes effective, except as negotiated between the City and County in any subsequent agreements. The County agrees to provide a list of surface water drainage improvements and facilities prior to the start of negotiations. County maintenance easements over residential detention facilities shall be transferred to the City. The County's current Annual Construction Program or Surface Water Management Division budget includes major surface water projects in the Annexation Area. The City and County will determine how funding, construction, programmatic and subsequent operational responsibilities, legal control and responsibilities will be assigned for these improvements, and the timing thereof, under the provisions of RCW 36.89.050, RCW 36.89.120 and all other applicable authorities.
- 8.2 Taxes, fees, rates, charges and other monetary adjustments. The City recognizes that service charges are collected by the County for unincorporated areas within designated Watershed Management Areas and Clean Water Districts. Watershed management service charges are collected at the beginning of each calendar year through real property tax statements. Upon the effective date of the Annexation, the City hereby agrees that the County may continue to collect and, pursuant to Chapter 25.20 SCC and to the extent permitted by law, to apply the service charges collected during the calendar year in which the Annexation occurs to the provision of watershed management services designated in that year's budget. These services will be provided through the calendar year in which the Annexation becomes effective and will be of the same general level and quality as those provided to other property owners subject to service charges in the County.
- 8.3 Drainage Needs Report cost recovery. The City recognizes that drainage engineering studies and surface water drainage improvements and facilities have benefited the Annexation Area. The City recognizes that the County has incurred bonded debt to fund the engineering studies and facilities listed in the Drainage Needs Report, prepared by the Snohomish County Department of Public Works in 2002, as updated, and agrees that the Annexation Area will be responsible for paying a share of that bond debt. The City recognizes that the County has full authority and is required to collect payment for that bond debt under RCW 36.89.120.

8.4 Government service agreements. The County and City intend to work toward one or more interlocal agreements for joint watershed management planning, capital construction, infrastructure management, habitat/river management, water quality management, outreach and volunteerism, and other related services.

9. PARKS, OPEN SPACE AND RECREATIONAL FACILITIES

The City agrees to assume maintenance, operation and ownership responsibilities for Mother Natures Window Park, Timberbrook/Heatherglen, Sherwood Forest, Walter's Manor and King Park upon the effective date of the Annexation as identified in the map attached to this Agreement as Exhibit D. Documents conveying Mother Natures Window Park, Timberbrook/Heatherglen, Sherwood Forest, Walter's Manor and King Park to the City of Marysville will be developed and executed by both Parties subsequent to the effective date of the Annexation.

10. AMENDMENTS AND ADDITIONAL AGREEMENTS

10.1 Amendments. The City and County recognize that amendments to this Agreement may be necessary. An amendment to this Agreement must be mutually agreed upon by the Parties and executed in writing. Any amendment to this Agreement shall be executed in the same manner as this Agreement.

10.2 Additional agreements. Nothing in this Agreement limits the Parties from entering into interlocal agreements on issues not covered by, or in lieu of, the terms of this Agreement.

11. THIRD PARTY BENEFICIARIES

There are no third party beneficiaries to this Agreement, and this Agreement shall not be interpreted to create any third party beneficiary rights.

12. DISPUTE RESOLUTION

Except as herein provided, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Agreement may be commenced until the dispute, claim or controversy has been submitted to a mutually agreed upon mediator. The Parties agree that they will participate in the mediation in good faith, and that they will share equally in its costs. Each jurisdiction shall be responsible for the costs of their own legal representation. Either party may seek equitable relief prior to the mediation process, but only to preserve the status quo pending the completion of that process. The City and County agree to mediate any disputes regarding the annexation process or responsibilities of the parties prior to the Boundary Review Board hearing on the Annexation, if possible.

13. HONORING EXISTING AGREEMENTS, STANDARDS AND STUDIES

In the event a conflict exists between this Agreement and any agreement between the City and the County in existence prior to the effective date of this Agreement, the terms of this Agreement shall govern the conflict.

14. RELATIONSHIP TO EXISTING LAWS AND STATUTES

This Agreement in no way modifies or supersedes existing state laws and statutes. In meeting the commitments encompassed in this Agreement, all parties will comply with all applicable state or local laws. The County and City retain the ultimate authority for land use and development decisions within their respective jurisdictions. By executing this Agreement, the County and City do not intend to abrogate the decision-making responsibility or police powers vested in them by law.

15. EFFECTIVE DATE, DURATION AND TERMINATION

15.1 Effective Date. This Agreement shall become effective following the approval of the Agreement by the official action of the governing bodies of each of the parties hereto and the signing of the Agreement by the duly authorized representative of each of the parties hereto.

15.2 Duration. This Agreement shall be in full force and effect through December 31, 2019. If the Parties desire to continue the terms of the Agreement after the Agreement is set to expire, the Parties may either negotiate a new agreement or extend this Agreement through the amendment process.

15.3 Termination. Either party may terminate this Agreement upon ninety (90) days advance written notice to the other party. Notwithstanding termination of this Agreement, the County and City are responsible for fulfilling any outstanding obligations under this Agreement incurred prior to the effective date of the termination.

16. INDEMNIFICATION AND LIABILITY

16.1 Indemnification of County. The City shall protect, save harmless, indemnify and defend, at its own expense, the County, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever arising out of the City's performance of this Agreement, including claims by the City's employees or third parties, except for those damages caused solely by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees, or agents.

16.2 Indemnification of City. The County shall protect, save harmless, indemnify, and defend at its own expense, the City, its elected and appointed officials, officers, employees and agents from any loss or claim for damages of any nature

whatsoever arising out of the County's performance of this Agreement, including claims by the County's employees or third parties, except for those damages caused solely by the negligence or willful misconduct of the City, its elected and appointed officials, officers, employees, or agents.

- 16.3 Extent of liability. In the event of liability for damages of any nature whatsoever arising out of the performance of this Agreement by the City and the County, including claims by the City's or the County's own officers, officials, employees, agents, volunteers, or third parties, caused by or resulting from the concurrent negligence of the County and the City, their officers, officials, employees and volunteers, each party's liability hereunder shall be only to the extent of that party's negligence.
- 16.4 Hold harmless. No liability shall be attached to the City or the County by reason of entering into this Agreement except as expressly provided herein. The City shall hold the County harmless and defend at its expense any legal challenges to the City's requested mitigation and/or failure by the CITY to comply with Chapter 82.02 RCW. The County shall hold the City harmless and defend at its expense any legal challenges to the County's requested mitigation or failure by the County to comply with Chapter 82.02 RCW.

17. SEVERABILITY

If any provision of this Agreement or its application to any person or circumstance is held invalid, the remainder of the provisions and the application of the provisions to other persons or circumstances shall not be affected.

18. EXERCISE OF RIGHTS OR REMEDIES

Failure of either party to exercise any rights or remedies under this Agreement shall not be a waiver of any obligation by either party and shall not prevent either party from pursuing that right at any future time.

19. RECORDS

The Parties shall maintain adequate records to document obligations performed under this Agreement. The Parties shall have the right to review each other's records with regard to the subject matter of this Agreement, except for privileged documents, upon reasonable written notice. Public records will be retained and destroyed according to the "Interlocal Agreement between the City and the County concerning transfer, Custody, Retention and Access of Public Records following Annexation."

20. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the Parties concerning the Annexation, except as set forth in Section 10 of this Agreement.

21. GOVERNING LAW AND STIPULATION OF VENUE

This Agreement shall be governed by the laws of the State of Washington. Any action hereunder must be brought in the Superior Court of Washington for Snohomish County.

22. CONTINGENCY

The obligations of the City and County in this Agreement are contingent on the availability of funds through legislative appropriation and allocation in accordance with law. In the event funding is withdrawn, reduced or limited in any way after the effective date of this Agreement, the City or County may terminate the Agreement under Subsection 19.3 of this Agreement, subject to renegotiation under those new funding limitations and conditions.

23. FILING

A copy of this Agreement shall be filed with the Marysville City Clerk and recorded with the Snohomish County Auditor’s Office.

24. ADMINISTRATORS AND CONTACTS FOR AGREEMENT

The Administrators and contact persons for this Agreement are:

Gloria Hirashima
Community Development Director
City of Marysville
80 Columbia Avenue
Marysville, WA 98270
(360) 363-8211

Richard Craig
Snohomish County
Department of Planning and Development Services
3000 Rockefeller Ave.
Everett, WA 98201
(425) 388-3311

IN WITNESS WHEREOF, the parties have signed this Agreement, effective on the later date indicated below.

Dated this _____ day of _____ 20__.

CITY OF MARYSVILLE
BY:

SNOHOMISH COUNTY
BY:

Dennis L. Kendall
Mayor

Aaron Reardon
County Executive

Date: _____

Date: _____

ATTEST:

ATTEST:

City Clerk

Clerk of the County Council

Approved as to form:
Office of the City Attorney
Attorney

Approved as to form:
Snohomish County Prosecuting
Attorney

Grant Weed
Attorney for the City of
Marysville

Laura C. Kisielius
Deputy Prosecuting Attorney for
Snohomish County

EXHIBIT A – CENTRAL MARYSVILLE ANNEXATION MAP

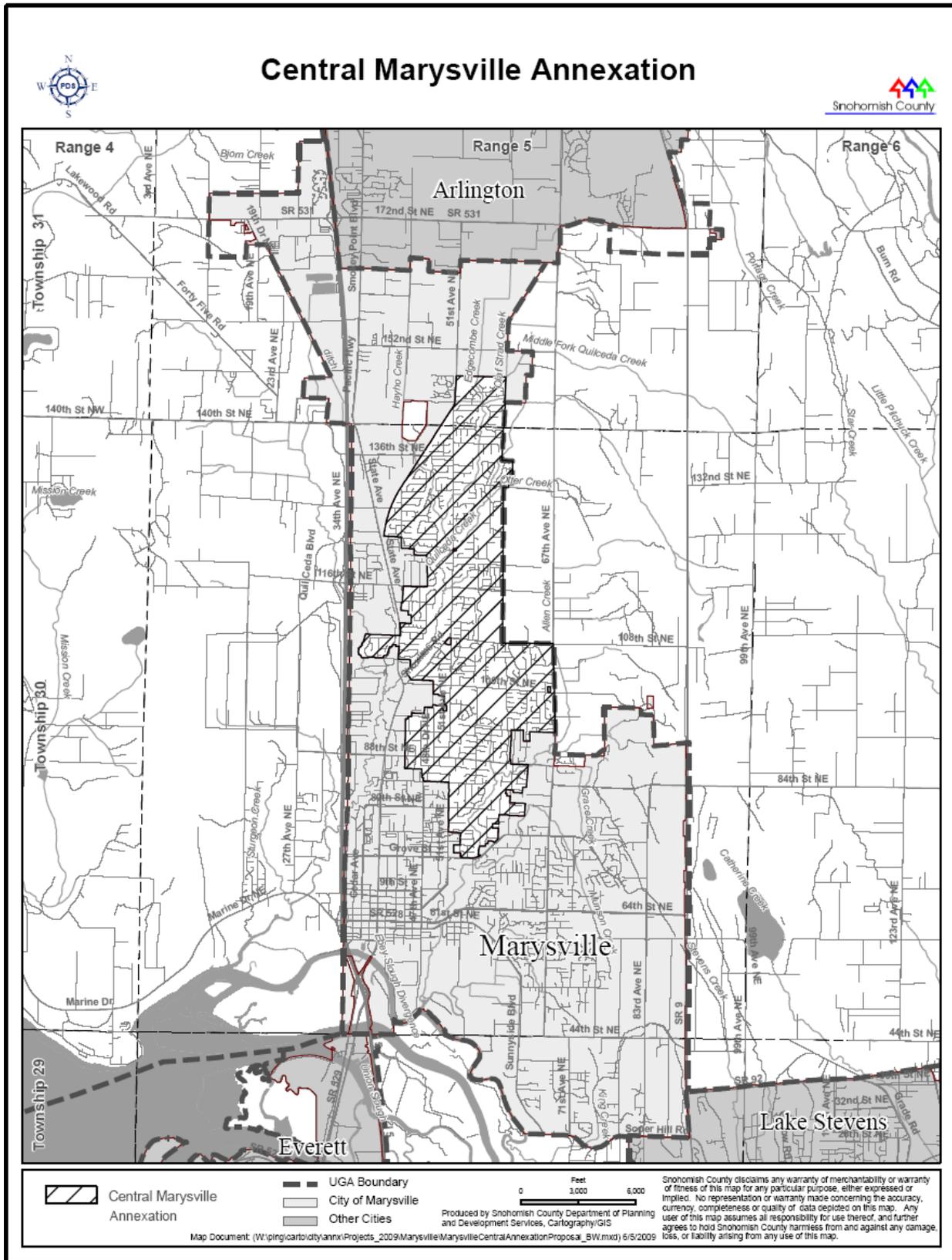


EXHIBIT B – SNOHOMISH COUNTY TOMORROW ANNEXATION PRINCIPLES

The following principles are intended as a “roadmap” for successful annexations but are not intended to require cities to annex all UGA lands. The desired outcome will reduce Snohomish County’s current delivery of municipal services within the urban growth area while strengthening the County’s regional planning and coordinating duties. Likewise, cities/towns will expand their municipal services to unincorporated lands scattered throughout the UGAs in Snohomish County. These principles propose altering historical funding and service delivery patterns. All parties recognize that compromises are necessary.

1. The County and all Snohomish County cities will utilize a six-year time schedule which will guide annexation goals. This work will be known as the Six Year Annexation Plan. As follow-up to the county’s Municipal Urban Growth Area (MUGA) policies, those cities that have a (MUGA) land assignment, should designate this land assignment a priority. Each jurisdiction shall conduct its normal public process to ensure that citizens from both the MUGA areas and city proper are well informed. All Snohomish County cities have the option of opting in or out of this process. Cities that opt in will coordinate with the county to establish strategies for a smooth transition of services and revenues for the annexations proposed in the accepted Six Year Plan.
2. Each city will submit a written report regarding priority of potential annexation areas to the county council every two years, at which time each city will re-evaluate its time schedule for annexation. This report will serve as an update to the Six Year Annexation Plan.

The report to the county council should be based upon each city’s internal financial analyses dealing with the cost of those annexations identified for action within the immediate two-year time period. This analysis shall include: current and future infrastructure needs including, but not be limited to, arterial roads, surface water management, sewers, and bridges. A special emphasis should be given to the financing of arterial roads, including historical county funding and said roads’ priority within the county’s current 6-year road plan. Where financing and other considerations are not compelling, the city and county may “re-visit” the annexation strategies at the next two-year interval.

3. To facilitate annexation within urban growth areas (UGAs), the host city and the county may negotiate an Interlocal agreement providing for sub-area planning to guide the adoption of consistent zoning and development regulations between the county and the city. Coordination of zoning densities between the county and the host city may require the revision of land use maps, adoption of transfer rights or other creative solutions. Upon completion of sub-area planning, if

densities cannot be reconciled, then the issue would be directed to SCT for review and possible re-assignment to alternate sites within the UGA.

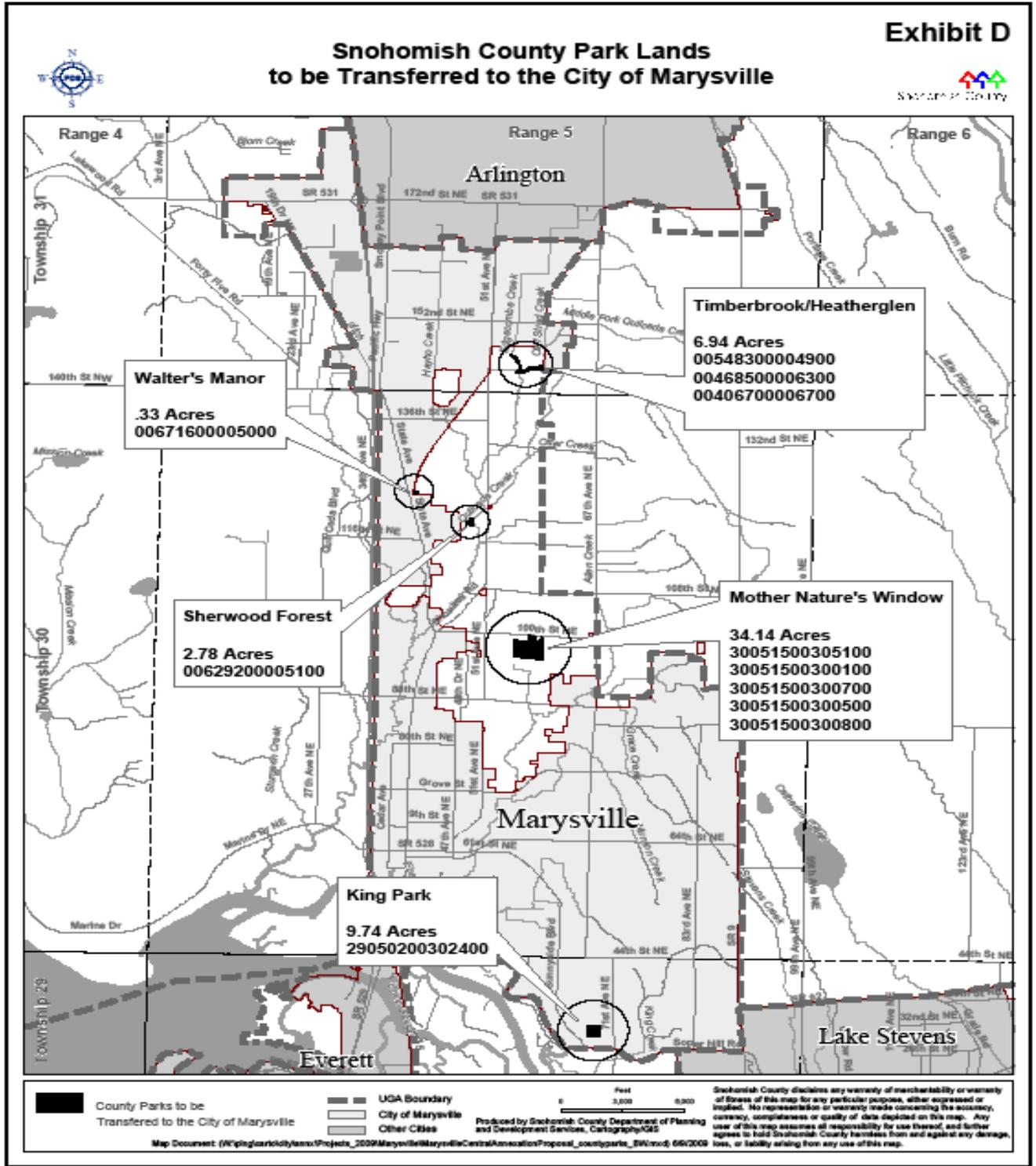
The Interlocal Agreement would also address development and permit review and related responsibilities within the UGA, apportioning related application fees based upon the review work performed by the respective parties, and any other related matters. The format for accomplishing permit reviews will be guided in part by each city's unique staffing resources as reflected in the Interlocal agreement between the host city and the county.

4. The city and the county will evaluate the financial and service impacts of an annexation to both entities, and will collaborate to resolve inequities between revenues and service provision. The city and county will negotiate on strategies to ensure that revenues and service requirements are balanced for both the city and the county. These revenue sharing and/or service provision strategies shall be determined by individual ILAs to address service operations and capital implementation strategies.
5. The county and the host city will negotiate with other special taxing districts on annexation related issues. Strategies for accomplishing these negotiations will be agreed to by the county and host city, and reflected in the host city's annexation report. (See preceding Principle #2.)
6. To implement the goals of the Annexation Principles regarding revenue sharing, service provision, and permit review transitions, the county and the cities will consider a variety of strategies and tools in developing Interlocal Agreements, including:
 - Inter-jurisdictional transfers of revenue, such as property taxes, Real Estate Excise Taxes (REET), storm drainage fees, sales tax on construction, and retail sales tax. Dedicated accounts may be opened for the deposit of funds by mutual agreement by the county and city;
 - Service provision agreements, such as contracting for service and/or phasing the transition of service from the county to the city;
 - Identifying priority infrastructure improvement areas to facilitate annexation of areas identified in Six Year Annexation Plans.

**EXHIBIT C – SNOHOMISH COUNTY CODE (“SCC”) PROVISIONS
AND SNOHOMISH COUNTY ORDINANCES TO BE ADOPTED BY CITY**

- A. The following portions of SCC Title 13, entitled ROADS AND BRIDGES: Chapters 13.01, 13.02, 13.05, 13.10 through 13.70, 13.95, 13.110 and 13.130
- B. SCC Title 25, entitled STORM AND SURFACE WATER MANAGEMENT
- C. SCC Subtitle 30.2, entitled ZONING AND DEVELOPMENT STANDARDS
- D. SCC Chapter 30.41A, entitled SUBDIVISIONS
- E. SCC Chapter 30.41B, entitled SHORT SUBDIVISIONS
- F. SCC Chapter 30.42B, entitled PLANNED RESIDENTIAL DEVELOPMENTS
- G. SCC Chapter 30.41D, entitled BINDING SITE PLANS
- H. SCC Chapter 30.44, entitled SHORELINE MANAGEMENT
- I. SCC Chapter 30.51A, entitled DEVELOPMENT IN SEISMIC AREAS
- J. SCC Chapter 30.52A, entitled BUILDING CODE
- K. SCC Chapter 30.52B, entitled MECHANICAL CODE
- L. SCC Chapter 30.52C, entitled VENTILATION AND INDOOR AIR QUALITY CODE
- M. SCC Chapter 30.52D, entitled ENERGY CODE
- N. SCC Chapter 30.52E, entitled UNIFORM PLUMBING CODE
- O. SCC Chapter 30.52F, entitled RESIDENTIAL CODE
- P. SCC Chapter 30.52G, entitled AUTOMATIC SPRINKLER SYSTEMS
- Q. SCC Chapter 30.53A, entitled FIRE CODE
- R. SCC Subtitle 30.6, entitled ENVIRONMENTAL STANDARDS AND MITIGATION
- S. SCC Chapter 30.66A, entitled PARK AND RECREATION FACILITY IMPACT MITIGATION
- T. SCC Chapter 30.66B, entitled CONCURRENCY AND ROAD IMPACT MITIGATION
- U. SCC Chapter 30.66C, entitled SCHOOL IMPACT MITIGATION
- V. Ordinance 93-036, entitled SHORELINE MASTER PROGRAM, as amended

EXHIBIT D – PARKS, OPEN SPACE AND RECREATIONAL FACILITIES



CITY OF MARYSVILLE

Marysville, Washington

RESOLUTION NO. 2251

A RESOLUTION OF THE CITY OF MARYSVILLE, INITIATING THE PROCESS FOR ANNEXATION TO THE CITY OF THE AREA KNOWN AS THE "CENTRAL MARYSVILLE ANNEXATION" BY COMMENCING NEGOTIATIONS WITH SNOHOMISH COUNTY FOR AN INTERLOCAL AGREEMENT PURSUANT TO RCW 35A.14.460.

WHEREAS, the City of Marysville ("City") desires to initiate an annexation process under RCW 35A.14.460 by commencing negotiations for an interlocal agreement with Snohomish County ("County"); and

WHEREAS, an annexation to the City was previously proposed by petition method pursuant to Chapter 35A.14 RCW, for an area commonly referred to as the Wicklow Annexation; and

WHEREAS, Snohomish County acted to invoke jurisdiction and requested an expansion of said annexation at hearings before the Washington State Boundary Review Board; and

WHEREAS, the Washington State Boundary Review Board for Snohomish County did approve an expanded annexation, commonly referred to as the "Wicklow Expanded Annexation", which is located within the Marysville Urban Growth Area (hereinafter "MUGA"), with findings and decision filed on February 24, 2006 (File 25-2005); and

WHEREAS, the Washington State Supreme Court issued a decision in November, 2006, denying the right of boundary review boards to add territory to an annexation area, which decision prevented the City from finalizing the Wicklow Expanded Annexation; and

WHEREAS, the GMA encourages cities with urban services to annex unincorporated urban areas within a county; and

WHEREAS, the City believes that annexation of the area described in the attached Exhibit 1 referred to as the "Central Marysville Annexation" is in the best interests of the citizens affected; and

WHEREAS, RCW 35A.14.460 provides for annexation of territory within the MUGA, when the annexation boundary is at least sixty percent contiguous to the Marysville city limits and the County and City have negotiated an interlocal agreement for the proposed annexation; and

WHEREAS, the boundary of the Central Marysville Annexation is at least sixty percent contiguous to the Marysville city limits; and

WHEREAS, the City of Marysville and Snohomish County entered into a Master Interlocal Agreement Concerning Annexation and Urban Development within the Marysville Urban Growth Area, dated June 28, 1999. Said Agreement is the framework agreement for additional agreements relating to annexation and service transition between the County and the City;

RESOLUTION -1

W/wp/mv/res.initiating Central Marysville annexation

WHEREAS, pursuant to Resolution No. 2151 dated July 25, 2005, the Marysville City Council established an orderly and sequential plan for implementing an annexation policy for the annexation of the remainder of its Urban Growth Area. Said Resolution is attached as Exhibit 2. If the area within the Central Marysville Annexation is annexed it will complete the annexation of the remainder of the Marysville Urban Growth Area as prescribed by Resolution 2151.

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

SECTION 1. The City of Marysville hereby initiates the process for annexing the area described in Exhibit 1 known as the Central Marysville Annexation to the City by commencing negotiations with Snohomish County for an interlocal agreement, as provided in RCW Chapter 39.34 and RCW 35A.14.460.

SECTION 2. The Mayor and Chief Administrative Officer of the City are hereby authorized to direct City staff in the negotiation of an interlocal agreement with Snohomish County for annexation of the area known as the Central Marysville Annexation.

SECTION 3. Before execution of the above mentioned interlocal agreement, the legislative bodies of the City and County will hold a public hearing, as required by RCW 35A.14.460.

SECTION 4. Following adoption and execution of the above referenced interlocal agreement by both legislative bodies, and after taking all other steps as may be required by law, the City Council will adopt an annexation ordinance, as provided in RCW 35A.14.460.

PASSED by the City Council and APPROVED by the Mayor this 22nd day of September, 2008.

CITY OF MARYSVILLE

By Dennis L. Kendall
DENNIS KENDALL, Mayor

ATTEST:

By Tracy Jeffries
TRACY JEFFRIES, City Clerk

Approved as to form:

By Grant K. Weed
GRANT K. WEED, City Attorney

RESOLUTION -2

W/wp/mv/res.initiating Central Marysville annexation

CENTRAL MARYSVILLE ANNEXATION

Beginning at the center of Section 34, Township 31 North, Range 5 East, W.M., said point being on the west boundary of that Annexation approved on May 3, 1999 under the City of Marysville Ordinance No. 2252; Thence southerly along the quarter section line on the west boundary of said Annexation, Ord. No 2252 and also the east boundary of the Plat of Timberbrook No. 3 as recorded in Book 33, Page 40, records of Snohomish County, Washington, and also along the east boundary of the Plat of Heather Glen as recorded in Book 28, Page 70, records of Snohomish County, Washington, and also along the east boundary of the Plat of Martinwood as recorded in Book 48, Page 177, records of Snohomish County, Washington, to the north quarter corner of Section 3, Township 30 North, Range 5 East, W.M. and the northeast corner of the Plat of Meadowcreek Park East as recorded in Book 58, Page 241, records of Snohomish County, Washington; Thence southerly along the east boundary of said plat of Meadowcreek Park East to the southeast corner thereof; Thence westerly along the south boundary of said plat of Meadowcreek Park East to the northeast corner of the Plat of Shoultes Addition No. 2 as recorded in Book 21, Page 123, Records of Snohomish County, Washington; Thence continue southerly along the east boundary of said Plat of Shoultes Addition No. 2 and its southerly extension to a point on the north boundary of the Plat of Heritage as recorded in Book 37, Page 234, Records of Snohomish County, Washington; Thence easterly along the north boundary of said Plat of Heritage to the northeast corner thereof; Thence southerly along the east boundary of said Plat of Heritage and also along the east boundary of the Plat of Meadow Park as recorded in Book 31, Page 19, Records of Snohomish County, Washington, to the southeast corner of Lot 10 of said Plat of Meadow Park; Thence westerly along the south boundary of said Lot 10 to the southwest corner of Lot 8 of said Plat of Meadow Park; Thence southerly along the east boundary of lots 7 and 6 of said Plat of Meadow Park and its southerly extension to the south margin of 132nd Street Northeast; Thence westerly along the south margin of 132nd Street Northeast to the east margin of 58th Avenue Northeast and also the east boundary of the Plat of Ottercreek Division 2 as recorded under Auditor's File Number 9807225002, Records of Snohomish County, Washington, and also the east line of the southwest quarter of Section 3, Township 30 North, Range 5 East, W.M.; Thence southerly along the east boundary of said Plat of Ottercreek Division 2 and the east boundary of the Plat of Ottercreek Division 4 as recorded under Auditor's File Number 9811105005, Records of Snohomish County, Washington, to a point on the south line of said Section 3 which point lies 16.52 feet east of the south quarter corner of said Section 3;

Thence westerly along the south boundary of said Plat of Ottercreek Division 4 to the northeast corner of the Plat of Meadows At Two Cedars Division 1 as recorded under Auditor's File Number 200710105334, and the south quarter corner of said Section 3; Thence southerly along the east boundary of said Plat of Meadows At Two Cedars Division 1 and also along the east boundary of Pacific Meadows Division 2 as recorded under Auditor's File Number 200707115114, and also along the east boundary of the Plat of Pacific Meadows Division 1 as recorded under Auditor's File Number 200707115113, Records of Snohomish County Washington, and also the east line of the northwest quarter of Section 10, Township 30 North, Range 5 East, W.M., to the center of said Section 10; Thence continue southerly along the quarter section line of said Section 10 to the north margin of 108th Street Northeast; Thence easterly along said north margin of 108th Street Northeast to the east margin of 67th Avenue Northeast; Thence southerly along said east margin of 67th Avenue Northeast to the northeast corner to that Annexation approved on January 8, 2007 under City of Marysville Ordinance No. 2681; Thence westerly along the north boundary of said Annexation, Ordinance No. 2681 to the northwest corner thereof; Thence southerly along the west boundary of said Annexation, Ordinance No. 2681 to the north boundary of that Annexation approved on June 15, 1987 under City of Marysville Ordinance No. 1540; Thence westerly along the north boundary of said Annexation, Ordinance No. 1540, to the east boundary of that Annexation approved on November 1, 2005 under City of Marysville Ordinance No. 2592; Thence northerly along the east boundary of said Annexation, Ordinance No. 2592, to the northeast corner thereof; Thence westerly along the north boundary of said Annexation, Ordinance No 2592, to the northwest corner thereof; Thence southerly and easterly along the west boundary of said Annexation, Ordinance No. 2592, to the southwest corner thereof and the south margin of 88th Street Northeast; Thence easterly along the south boundary of said Annexation, Ordinance No. 2592, and the south margin of said 88th Street Northeast to the southerly projection of Lot 71 of the Plat of Roncrest as recorded under Auditor's File Number 1987856, Records of Snohomish County, Washington, said Plat being a corner of that Annexation approved on June 8, 1987 under City of Marysville Ordinance No. 1540; Thence continue easterly along said south margin of 88th Street Northeast to the west line of the southeast quarter of the northeast quarter of Section 22, Township 30 North, Range 5 East, W.M.; Thence southerly along the west line of said southeast quarter of the northeast quarter and along the west line of said Annexation, Ordinance No. 1540, to the southwest corner of said southeast quarter of the northeast quarter; Thence westerly, along the south line of the southwest quarter of the northeast quarter of said Section 22, a distance of 13.20 feet to the southeast corner of the Plat of Mercury Manor, as recorded under Auditor's File No. 2054261, Records of Snohomish County, Washington; Thence westerly, along the south line of said Plat to the northeast corner of the Plat of Hilton's Homesites, as recorded under Auditor's File Number 1281499, Records of Snohomish County, Washington, being the northwest corner of that Annexation approved on

August 28, 1989 under City of Marysville Ordinance No. 1714; Thence southerly along the east line of said Plat and along the west line of said Annexation to the southeast corner of said Plat; Thence westerly, along the south line of said Plat and along the northerly line of that Annexation approved on July 26, 2004 under City of Marysville Ordinance No. 2534, to the southeast corner of Lot 12 of said Plat; Thence northerly along the east line of said Lot 12 and along said Annexation boundary to the northeast corner of said Lot 12; Thence westerly along the north line of said Lot 12 and its westerly projection and along said Annexation boundary to the east line of Lot 6, Block 1 of the Plat of Kellogg Marsh Five Acre Tracts, as recorded in Volume 10 of Plats, Page 16, Records of Snohomish County, Washington; Thence southerly along the east line of said Lot 6, Block 1, to the south line of the north 185 feet of said Lot 6; Thence westerly parallel with the north line of said Lot 6 and along said Annexation boundary to the northwest corner of Short Plat No PFN 02-110373 SP as recorded under Auditor's File Number 200402205232, Records of Snohomish County, Washington; Thence southerly along the west line of said Short Plat and along the west line of said Annexation to the southwest corner of said Short Plat; Thence easterly along the south line of said Short Plat and along the north line of Lot 5, Block 1 of said Plat of Kellogg Marsh Five Acre Tracts to the west line of the east 190 feet of said Lot 5, Block 1; Thence southerly parallel with the east line of said Lot 5 to the north line of the south 75 feet of the north half of said Lot 5; Thence easterly along said line and along said Annexation boundary to the east line of said Lot 5; Thence southerly along the east line of Lot 5 and Lot 4 of said Plat and along the west line of that Annexation approved on July 9, 2001 under City of Marysville Ordinance No. 2380 to the westerly projection of the north line of the Plat of Heritage Place as recorded in Volume 45 of Plats, Page 208, Records of Snohomish County, Washington, also being the southwest corner of said Annexation; Thence easterly along the north line of said Plat and its westerly projection and along the south line of said Annexation to the northeast corner of said Plat; Thence southerly along the east line of said Plat and the east line of the Plat of Sau-turn as recorded under Auditor's File Number 12553950, Records of Snohomish County, Washington, and along the westerly line of that Annexation approved on October 22, 1990 under City of Marysville Ordinance No. 1803 to the southeast corner of said Plat of Sau-turn; Thence westerly along the south line of said Plat and along the northerly line of that Annexation approved on September 14, 1992 under City of Marysville Ordinance No. 1905 to the east line of Lot 2, Block 1, of said Plat of Kellogg Marsh Five Acre Tracts being the northwest corner of said Annexation; Thence northerly along the east line of said Lot 2, Block 1 to the northeast corner of said Lot 2 being the northeast corner of that Annexation approved on September 13, 2004 under City of Marysville Ordinance No. 2536; Thence westerly along the north line of said Lot 2 and its westerly projection and along the north line of said Annexation to the northerly projection of the east line of Lot 7 of the Plat of Robertson Addition as recorded in Volume 15 of Plats, Page 108, Records of Snohomish County, Washington, and the northwest corner of said Annexation; Thence southerly along the

east lines of Lot 7 and Lot 8 of said Plat and their northerly projections and along the west line of said Annexation to the southeast corner of said Lot 8; Thence easterly along the easterly projection of the south line of said Lot 8 to the west line of said Plat of Kellogg Marsh Five Acre Tracts; Thence southerly along the west line of said Plat to the south line of the north 79.00 feet of the north half of the north half of the southeast quarter of the southeast quarter of the southwest quarter of said Section 22, also being the northeast corner of that Annexation approved on April 25, 2005 under City of Marysville Ordinance No. 2577; Thence westerly along the south line of the said north 79.00 feet and along the north line of said Annexation to the west line of the east half of the north half of the southeast quarter of the southeast quarter of the southwest quarter of said Section 22; Thence southerly along said west line and the west line of said Annexation to the south line of the north half of the southeast quarter of the southeast quarter of the southwest quarter of said Section 22; Thence easterly along said south line and along the south line of said Annexation to the southeast corner of said north half and the southeast corner of said Annexation also being the west line of said Plat of Kellogg Marsh Five Acre Tracts; Thence southerly along said west line and along the west line of said Annexation No. 2536 to the southwest corner of said Plat, also being the northwest corner of the northeast quarter of said Section 27; Thence southerly along the west line of said northwest quarter and along the west line of that Annexation approved on May 14, 1984 under City of Marysville Ordinance No. 1358, to the northerly margin of Armar Road (Grove Street); Thence southwesterly along said northerly margin to the most southerly corner of Lot 19 of the Plat of Linnihan Addition as recorded in Volume 14 of Plats, Page 48, Records of Snohomish County, Washington; Thence northwesterly along the southwesterly line of said Lot 19 and along the northerly line of that Annexation approved on September 14, 1992 under City of Marysville Ordinance No. 1906, to the most westerly corner of said Lot 19; Thence westerly along the south line of said Plat and along the northerly line of said Annexation to the northwest corner of Lot 9 of the Plat of Grove Court Phase 2 as recorded under Auditor's File Number 9602125002, Records of Snohomish County, Washington; Thence southerly along the west line of said Plat 140.00 feet; Thence westerly along the north line of Lot 8 of said Plat and along the north line of the Plat of Grove Court Phase 1, as recorded under Auditor's File Number 9410255002, Records of Snohomish County, Washington and along the northerly line of said Annexation to the northwest corner of Lot 3 of said Plat; Thence southerly along the west line of said Lot 3 and along said northerly line of said Annexation to the southeast corner of Lot 6 of the Plat of Allen Creek Addition as recorded under Auditor's File Number 1177815, Records of Snohomish County, Washington; Thence westerly along the south line of said Lot 6 and along said Annexation line to the northwest corner of that Short Plat No. SP PA 9710028, as recorded under Auditor's File Number 200006225006, Records of Snohomish County, Washington; Thence southerly along the west line of said Short Plat and along the westerly line of said Annexation to the southwest corner of Tract 999 of said Short Plat; Thence

northeasterly, southeasterly and easterly along the south line of Tract 999 and Lot 1 of said Short Plat and along said Annexation line to the northerly margin of Armar Road (Grove Street); Thence westerly along said northerly margin to the west margin of 53rd Avenue Northeast; Thence northerly along said west margin and along the east line of that Annexation approved on May 11, 1981 under City of Marysville Ordinance No. 1192, to the southeast corner of Lot 6 of the Plat of Sutherland Half Acre Tracts as recorded in Volume 12 of Plats, Page 6, Records of Snohomish County, Washington; Thence westerly along the south line of said Lot 6 and along said Annexation line to the southwest corner of said Lot 6; Thence northerly along the west line of Lots 1 through 6 of said Plat and along said Annexation line to the northwest corner of said Lot 1; Thence easterly along the north line of said Lot 1 and said Annexation line to the southeast corner of Lot 7 of the Plat of Kanikeberg Homesites as recorded in Volume 14 of Plats, Page 116, Records of Snohomish County, Washington; Thence northerly along the east line of said Plat and its northerly projection and along said Annexation line to the north line of the northwest quarter of said Section 27; Thence westerly along said north line and along said Annexation line to the east margin of 51st Avenue Northeast; Thence northerly along said east margin and along the east line of said Annexation and along the east line of that Annexation approved on April 12, 2004 under City of Marysville Ordinance No. 2510 to the intersection of the north margin of 84th Street Northeast and the northerly projection of the east margin of 51st Avenue Northeast, being the northeast corner of that Annexation, Ordinance No. 2510; Thence westerly along said north margin of 84th Street Northeast and the north line of said Annexation to the southeast corner of Lot 6 of the Plat of Marysville Garden Tracts, as recorded in Volume 11 of Plats, Page 73, Records of Snohomish County, Washington, also being the southeast corner of that Annexation approved on October 10, 1994 under City of Marysville Ordinance No. 2006; Thence northerly along the east line of said Lot 6 and the east line of said Annexation to the northeast corner of said Lot 6 and said Annexation; Thence westerly along the north line of said Lot 6 and said Annexation to the northwest corner of said Lot 6 and said Annexation, also being the east line of the Plat of Maple Place as recorded under Auditor's File Number 9212045006, Records of Snohomish County, Washington; Thence northerly along the east line of said Plat of Maple Place and along the east line of that Annexation approved on December 4, 1989 under City of Marysville Ordinance No. 1745, to the northeast corner of said Plat and said Annexation; Thence westerly along the north line of said Plat and said Annexation to the northwest corner of said Plat and said Annexation; Thence westerly along the south line of the Plat of Maravilla Estates, as recorded under Auditor's File Number 2240572, Records of Snohomish County, Washington, and the south line of the Plat of Aloha Park, as recorded under Auditor's File Number 1956851, Records of Snohomish County, Washington, and along the boundary line for the City of Marysville, to the southwest corner of said Plat of Aloha Park; Thence northerly along the west line of said Plat and along the east line of that Annexation approved on July 14, 1975 under City of Marysville Ordinance No. 866, to the north margin of

88th Street Northeast and also the southeast corner of that Annexation approved on February 22, 1982 under City of Marysville Ordinance No. 1223; Thence northerly along the east boundary of said Annexation to the south line of the Plat of Wadehaven Div. No. 1, as recorded in Volume 15 of Plats, Page 16, Records of Snohomish County, Washington; Thence easterly along said south line of said Plat of Wadehaven and said Annexation, Ordinance No. 1223, to the west margin of 44th Drive Northeast; Thence northerly along said west margin of 44th Drive Northeast and its northerly projection to the south margin of 94th Place Northeast; Thence easterly along said south margin of 94th Place Northeast and the south boundary of that Annexation approved October 25, 1993 under City of Marysville Ordinance No. 1968, to the northeast corner thereof and the north line of the Plat of Wadehaven Div. No. 2, as recorded in Volume 16 of Plats, Page 82, Records of Snohomish County, Washington; Thence easterly along the said north line of the Plat of Wadehaven Div. No. 2 to the northeast corner thereof; Thence northerly along the east boundary of said Annexation, Ordinance No. 1223, to the southwest corner of that Annexation approved January 14, 2008 under City of Marysville Ordinance No. 2732; Thence easterly along the south boundary of said Annexation, Ordinance No. 2732 to the southeast corner thereof; Thence northerly along the east boundary of said Annexation, Ordinance No. 2732 to the south boundary of that Annexation approved November 26, 2001 under City of Marysville Ordinance No. 2388; Thence easterly and southerly along said south boundary of said Annexation, Ordinance No. 2388 to the northwest corner of that Annexation approved May 1, 2004 under City of Marysville Ordinance No. 2516; Thence southerly along the west boundary of said Annexation, Ordinance No. 2516, to the southwest corner of said Annexation; Thence easterly along the south boundary of said Annexation to the southeast corner of said Annexation; Thence northerly and westerly along the east boundary of said Annexation to the northeast corner thereof; Thence westerly along the north boundary of said Annexation to the east boundary of said Annexation, Ordinance No. 2388; Thence northerly and westerly along the east boundary of said Annexation to the northeast corner thereof; Thence westerly and northerly along the north boundary of said Annexation to the east boundary of that Annexation approved on June 27, 1988 under City of Marysville Ordinance No. 1619 and also the east margin of 48th Drive Northeast; Thence northerly along said east margin of 48th Drive Northeast and its easterly projection and along the east boundary of that Annexation approved May 11, 1987 under City of Marysville Ordinance No. 1536 to the north margin of 100th Street Northeast; Thence westerly along said north margin of 100th Street Northeast to the southeast corner of that Annexation approved on May 1, 2004 under City of Marysville Ordinance No. 2515; Thence northerly along the east boundary said Annexation to the northeast corner thereof; Thence westerly and northwesterly along the north boundary of said Annexation and along the north boundary of said Annexation, Ordinance No. 1223, to the centerline of Quilceda Creek and the east boundary of that Annexation approved on June 22, 1992 under City of Marysville Ordinance No. 1896; Thence northeasterly and northerly along

the east boundary of said Annexation, Ordinance No 1896, to the northeast corner thereof; Thence westerly along the north boundary of said Annexation to the east margin of State Avenue; Thence northerly along said east margin of State Avenue a distance of 666.46 feet to the southwest corner of the Plat of Quilceda Park No. 2 as recorded in Book 24, Page 12 of Plats, Records of Snohomish County, Washington; Thence westerly and northerly and southwesterly along the north boundary of said Annex, Ordinance No. 1896, and the southeasterly line of the Replat of Hidden Lake Estates and recorded in Volume 34 of Plats, Page 40, Records of Snohomish County, Washington, to the southeast corner of Lot 2, Block 3 of said Replat, said point being on the north margin of 104th Street Northeast; Thence easterly along said north margin of 104th Street Northeast a distance of 163.80 feet to the southeast corner of Tract "A" of said Replat; Thence southerly a distance of 45 feet to a point on the south margin of 104th Street Northeast; Thence westerly along the south margin of 104th Street Northeast a distance of 590 feet, more or less, to a point on the west line of the southeast quarter of the northwest quarter of Section 16, Township 30 North, Range 5 East, W.M.; Thence north a distance of 15 feet to the northwest corner of said southeast quarter; Thence westerly along the north line of said southeast quarter a distance of 650 feet, more or less, to a point on the centerline of the West Fork of Quilceda Creek, also known as Indian Creek; Thence northerly along said centerline of Indian Creek to the northwest corner of the Plat of Indian Creek Estates as recorded in Volume 36 of Plats, Page 57, Records of Snohomish County, Washington, said point being on the north line of Section 16, Township 30 North Range 5 East, W.M.; Thence easterly along said north line of Section 16 to the east margin of State Avenue; Thence northerly and westerly along said east margin of State Avenue to the southwest corner of that Annexation approved September 12, 2005 under City of Marysville Ordinance No. 2593; Thence easterly along the south line of said Annexation to the southeast corner thereof; Thence northerly and westerly along the east line of said Annexation to the northeast corner thereof and the northeast corner of the Plat of Webb's Homesites as recorded in Volume 15 of Plats, Page 96, Records of Snohomish County, Washington, being a point on the south line of that Annexation approved on November 4, 1996 under City of Marysville Ordinance No. 2097; Thence easterly to the southeast corner of said Annexation; Thence northerly along the east boundary of said Annexation to a point on the south margin of 116th Street Northeast; Thence easterly along said south margin of 116th Street Northeast and along the south boundary of said Annexation and along the south boundary of that Annexation approved on July 1, 2005 under City of Marysville Ordinance No. 2586, and along the south boundary of that Annexation approved on November 1, 2005 under City of Marysville Ordinance No. 2599, to the southeast corner of said Annexation, Ordinance No. 2599; Thence northerly along the east boundary said Annexation to the northeast corner thereof; Thence westerly and northerly along the north boundary of said Annexation to the northwest corner thereof and a point on the east boundary of that Annexation approved on December 18, 1995 under City of Marysville Ordinance No.

2056; Thence northerly along the east boundary of said Annexation to the southeast corner of Lot 38 of the Plat of Walter's Manor No. 4 as recorded in Volume 38 of Plats, Page 100, Records of Snohomish County, Washington and the northeast corner of said Annexation; Thence westerly along the south line of said Plat and its westerly projection to a point on the northwesterly margin of the Burlington Northern Railroad Right of Way, said point being 65.95 feet south of the north line of the northwest quarter of Section 9, Township 30 North, Range 5 East, W.M.; Thence northeasterly along the northwesterly margin of said Burlington Northern right of way and the east boundary of that Annexation, approved on November 4, 1992 under City of Marysville Ordinance No. 1910, and the east boundary of that Annexation approved on September 30, 1999 under City of Marysville Ordinance No. 2276, to its intersection with the east margin of 51st Avenue Northeast; Thence northerly along said east margin of 51st Avenue Northeast to its intersection with the east-west centerline of Section 34, Township 31 North, Range 5 East, W.M.; Thence easterly along said east-west centerline to the center of said Section 34, Township 31 North, Range 5 East, W.M., and the point of beginning.

Except those portions of City of Marysville city limits as described in that Annexation approved on April 1, 1996 under City of Marysville Ordinance No. 2064 and that Annexation approved on April 1, 1996 under City of Marysville Ordinance No. 2065 and that Annexation approved on July 9, 2001 under City of Marysville Ordinance No. 2379.

Exhibit 2

CITY OF MARYSVILLE Marysville, Washington

RESOLUTION NO. 2/51

A RESOLUTION OF THE CITY OF MARYSVILLE ADOPTING AN ANNEXATION POLICY AND REPEALING RESOLUTION NO. 1939.

WHEREAS, in September 1999 the Marysville City Council adopted Resolution No. 1939 relating to the annexation policy of the City; and

WHEREAS, since the adoption of Resolution No. 1939 the Marysville City Council adopted Ordinance No. 2569 adopting an updated Comprehensive Plan for the City of Marysville and establishing planning goals, policies and implementation strategies for the Marysville Urban Growth Area;

WHEREAS, the Marysville City Council has recently reviewed the City's annexation policy to determine whether it is consistent with current practices, policies and procedures;

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

Section 1. The following guidelines should be considered before annexations to the City of Marysville are initiated and at the time annexation proposals are reviewed by the City Council:

1. An annexation shall not be accepted unless it is located within the Marysville Urban Growth Area ("UGA") and within Marysville's adopted comprehensive land use plan.
2. The City hereby establishes a priority sequence to annex the UGA as identified in this resolution. Future annexation area boundaries are shown in Exhibit A. The priority sequence identifies preferred timing of future annexation areas ("FAA's") within the Marysville UGA.
3. The City will support and promote timely annexation of the entire UGA in accordance with the following priority sequence:
 - a. The City of Marysville will initiate annexation of FAA's 1 through 3 through the direct petition method by 2005.
 - b. The City of Marysville will initiate annexation of FAA's 4, 5 and 11 prior to

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development applications and availability of water and sewer service by the City of Marysville.

- c. The City of Marysville will initiate annexation of FAA 6 by 2006. Any UGA expansions within FAA 6 will be required to annex prior to development applications or availability of water and sewer service by the City of Marysville.
 - d. The City of Marysville will initiate annexation of properties within FAA's 7, 8 and 9 by 2010. Prior to consideration of annexation requests within these areas, the City will further analyze the impacts of annexing these neighborhoods.
 - e. The City will further analyze the impacts of annexation of FAA 10 and produce a schedule for initiating an annexation for FAA 10 or a portion thereof. In the interim, the City will discourage annexation requests within FAA 10.
 - f. The City will encourage aggregation of parcels for annexation. Where appropriate, the City will encourage annexation of the FAA in its entirety to produce a more logical service boundary. Where appropriate to meet the objectives outlined in RCW 36.93.180, the City shall aggregate multiple annexation petitions and use annexation covenants to enlarge boundary proposals.
 - g. The City will consider smaller annexations within FAA's 2, 3, 4, 5, 6, 7, 8, 9 and 11, on a case-by-case basis when such annexations comply with the objectives outlined in RCW 36.93.180 and are supported by the technical review of factors to be considered in annexation proposals which are listed below.
4. The City, through its utility codes and utility planning, will support and promote annexation and logical extension of urban services within the UGA to implement the City's adopted comprehensive land use plan. Implementation measures will include adherence to the City's land use designations, development standards, and neighborhood annexation and development strategies contained within the comprehensive plan. If the property is located within the Marysville UGA, water and sewer availability may be subject to submittal of an annexation covenant or annexation petition.
 5. The City will enter into interlocal agreements with Snohomish County relating to annexation, urban development standards, and reciprocal traffic and park impact fee mitigation.
 6. In considering all annexations the City should attempt to achieve the following Boundary Review Board objectives which are specified in RCW 36.93.180:
 - a. Preservation of natural neighborhoods and communities;
 - b. Use of physical boundaries including, but not limited to, bodies of water, highways and land contours;

RESOLUTION -2

/annex.res

- c. Creation and preservation of logical service areas;
 - d. Prevention of abnormally irregular boundaries;
 - e. Discouragement of multiple incorporations of small cities and encouragement of incorporation of cities in excess of 10,000 population in heavily-populated urban areas;
 - f. Adjustment of impractical boundaries;
 - g. Incorporation as cities and towns or annexation to cities or towns of unincorporated areas that are urban in character;
 - h. Protection of agricultural and rural lands that are designated for long-term productive agricultural and resource use by a comprehensive plan adopted by the county legislative authority.
7. Pursuant to RCW 35A.14.200, the City should consider the following factors with respect to all annexation proposals. Larger or heavily populated annexations should be subject to more in-depth review and, where appropriate, fiscal analysis.
- a. The immediate and prospective population of the area proposed to be annexed, the configuration of the area, land use and land uses, comprehensive plans and zoning, per capita assessed valuation, topography, natural boundaries and drainage basins, the likelihood of significant growth in the area and in the adjacent incorporated and unincorporated areas during the next several years, location and coordination of community facilities and service; and
 - b. The need for municipal services and availability of such services, effect of ordinances and governmental codes, regulations and resolutions on existing uses, existing agreements, interlocal agreements, covenants, LIDs or ULIDs, present cost and adequacy of governmental services and controls, the probable effect of the annexation proposal or alternatives on cost and adequacy of services and controls in the area and adjacent area, the effect of the finances, debt structure and contractual obligations and rights of all affected governmental units; and
 - c. The effect of the annexation proposal or alternatives on adjacent areas, on mutual economic and social interests, and on the local governmental structure of the County.

Section 2. Repealer. Resolution No. 1939, adopted on September 13, 1999, is hereby REPEALED for the reason that it is replaced by this resolution.

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/annex.res

PASSED by the City Council and APPROVED by the Mayor this 25th day of July, 2005.

CITY OF MARYSVILLE

By Dennis L. Kendall
DENNIS L. KENDALL, Mayor

ATTEST:

By Gerry Becker
GERRY BECKER, City Clerk

Approved as to form:

By Grant K. Weed
GRANT K. WEED, City Attorney

Date of Publication: 08/03/05

Effective Date (~~5 days after publication~~): 7/25/05

RESOLUTION -4

/annex.res

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 13, 2009

AGENDA ITEM: 88 th Street Interlocal Agreement	AGENDA SECTION: Public Hearing
PREPARED BY: Gloria Hirashima, Community Development Director	AGENDA NUMBER:
ATTACHMENTS: 1. Proposed 88 th Street Interlocal Agreement	APPROVED BY:
	MAYOR CAO
BUDGET CODE:	AMOUNT:

The Marysville City Council approved Resolution 2251 in September 2008 to commence annexation proceeds for the Central Marysville annexation. The annexation resolution commences annexation under RCW 35A.14.460, the interlocal agreement process authorized by Washington state law. This process can be utilized for annexation of areas that are more than sixty percent contiguous to existing city boundaries where an interlocal agreement has been negotiated between the annexing city and county. The proposed annexation is fully contained within the Marysville urban growth area (UGA).

The annexation has been the subject of prior annexation proceedings including the annexation entitled “Wicklow Annexation” that was in process in 2006. In 2006, the Washington State legislature passed provisions entitling cities who annexed territories containing greater than 10,000 population an additional sales and use tax credit. The intent of the legislation is to facilitate larger annexations by allowing an offset of costs incurred as a consequence of the city needing to extend services within the annexation area. This encouraged Marysville to consider assembling multiple smaller annexations into a larger annexation of its remaining UGA.

City and County staff have reached agreement on a proposed interlocal agreement that will be considered by the Marysville City Council and Snohomish County Council on July 13, 2009 at a joint hearing of the City of Marysville and Snohomish County Council. The Marysville City Council will also consider the 88th Street Interlocal agreement which is proposed to facilitate the transfer of the 88th Street NE road project contained within the annexation boundary.

Following approval of an interlocal agreement for the Central Marysville annexation, the City will forward its Notice of Intent to Annex the Central Marysville Annexation to the Washington State Boundary Review Board of Snohomish County for consideration.

RECOMMENDED ACTION: City staff recommends that the Marysville City Council authorize the Mayor to sign the 88 th Street Interlocal Agreement.
COUNCIL ACTION:

AFTER RECORDING RETURN TO:
Snohomish County Council
Attn: Barbara Sikorski
3000 Rockefeller, M/S 609
Everett, Washington 98201

Parties: City of Marysville and Snohomish County
Tax Account No.: Not Applicable
Legal Description: Not Applicable
Reference No. of Documents Affected: Not Applicable
Filed with Auditor pursuant to RCW 39.34.040
Document Title:

**INTERLOCAL AGREEMENT BETWEEN
SNOHOMISH COUNTY AND THE CITY OF MARYSVILLE
CONCERNING THE COORDINATION OF IMPROVEMENTS TO 88TH STREET NE**

THIS AGREEMENT made and entered into by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington, hereinafter referred to as “County,” and the CITY OF MARYSVILLE, a municipal corporation, hereinafter referred to as “City.”

WHEREAS, 88th Street NE is a predominantly two lane urban arterial roadway running through both the City and the County; and

WHEREAS, the City and the County agree that 88th Street NE is an important regional road connection serving both incorporated and unincorporated residents and businesses; and

WHEREAS, the County and the City believe that it would be mutually beneficial for capacity improvements to be constructed on 88th Street NE; and

WHEREAS, The Snohomish County Comprehensive Plan and the Snohomish County Transportation Needs Report list the necessary capacity improvements to the unincorporated section of 88th Street NE as three lanes at urban standards with bicycle lanes from the Marysville city limits near 44th Dr. NE on the west to the Marysville city limits near 60th Dr. NE on the east; and

WHEREAS, the County has estimated the cost of providing the necessary improvements to the unincorporated section of 88th Street NE at \$26 million; and

WHEREAS, the County's six-year capital facilities plan includes a preliminary phase of the 88th Street NE project; and

WHEREAS, the County has collected proportional traffic mitigation fees pursuant to Chapter 82.02 RCW for the purpose of mitigating traffic impacts to County roads from County developments. The amount of this fee is based, in part, on the estimated cost of improving 88th Street NE to three lanes at urban standards with bicycle lanes; and

WHEREAS, the County has collected traffic mitigation fees from City development under the provisions of a reciprocal traffic mitigation agreement with the City for the purpose of mitigating traffic impacts to County roads from such City development, including the unincorporated section of 88th St. NE; and

WHEREAS, the City intends to annex the unincorporated section of 88th Street NE from Marysville city limits on the east to Marysville city limits on the west. The entire proposed annexation area is named the Central Marysville Annexation area; and

WHEREAS, neither jurisdiction has available resources to fully fund the necessary improvements to 88th Street NE at this time; and

WHEREAS, the Countywide Planning Policies TR-1 states that the county and cities will establish agreements and procedures for jointly mitigating traffic impacts, including provisions for sharing of developer impact mitigation; and

WHEREAS, the Countywide Planning Policies TR-1(a) provides for agreements among cities and the county to be used in areas proposed for annexation to define procedures and standards for mitigating traffic impacts and for sharing improvement and debt costs for transportation facilities; and

WHEREAS, the County is required to expend impact fees collected for system improvements in conformance with the capital facilities plan element of the comprehensive plan pursuant to RCW 82.02.070 (2); and

WHEREAS, the County has the authority to expend county road funds within City limits under an interlocal agreement pursuant to RCW 35.77.020 and .030; and

WHEREAS, following annexation, the City will construct the necessary capacity improvements to 88th Street NE, as described in the County's Comprehensive Plan and Transportation Needs Report, as sufficient funding allows;

NOW, THEREFORE, in consideration of the promises in this interlocal agreement, it is mutually agreed as follows:

A. IMPROVEMENT PROJECT

1. The capacity improvements to 88th Street NE, hereinafter referred to in this Agreement as “Improvement Project,” will consist of the construction of three travel lanes at urban standards and bicycle lanes to the section of 88th Street NE that is within the Central Marysville Annexation area.
2. Nothing in this Agreement prohibits the City from combining the Improvement Project with other projects in the corridor so long as the resulting capacity improvements are equal to or greater than three travel lanes and bicycle lanes on the portion of 88th Street NE subject to the Improvement Project.

B. CITY RESPONSIBILITIES

1. The City shall act as the lead agency on the Improvement Project. As lead agency, the City has the primary responsibility for the funding, design, purchase of right-of-way, permitting, and construction of the Improvement Project. The City’s Engineer or designee shall act as the administrator for this undertaking.
2. The City agrees to include the Improvement Project in its 20-year transportation plan during the next plan update and to pursue funding for the Improvement Project, in the form of grants and local budget allocation.
3. The City agrees to allocate funding within its six-year capital improvement plan for the Improvement Project, PROVIDED that the funds are available and contingent upon the local legislative appropriation of necessary funds in accordance with applicable laws.
4. The City agrees to use County contributions made through this Agreement solely for the purposes of the Improvement Project, as described in Section A.
5. The City agrees not to collect impact fees from City developers to pay for the portion of the cost of the Improvement Project that represents the County contribution. The City will do this by removing from the City’s impact fee cost basis, that portion of the funding of the Improvement Project contributed by the County, and will list the County contribution, both mitigation funds and road funds, as other funding in the City’s capital needs report.
6. The City agrees to consult with the County for planning and financing of the Improvement Project over the duration of this Agreement.
7. The City agrees to spend mitigation funds transferred from the County to the City for the Improvement Project in accordance with RCW 82.02.070. Further, the City agrees to reimburse any mitigation funds transferred from the County to the City that are not expended or encumbered within the time required by law, in accordance with RCW 82.02.080.

C. COUNTY RESPONSIBILITIES

1. The County agrees to transfer to the City \$3,145,000 in traffic mitigation funds for the City's use in funding the Improvement Project. These funds have previously been collected by the County from developments in the Improvement Project area to be used on road projects which mitigate the impacts of the developments. The Improvement Project has previously been listed as one of these mitigating projects.

The County agrees to provide the City with documentation of impact fees paid within Transportation Service Area A (TIF/A), including the names of payers, the amount each payer contributed, and when each contribution was made.

2. The County agrees to a one to one match of City contributions to the Improvement Project with County road funds in an amount not to exceed \$2,855,000. Claims of County road funds by the City must be for reimbursement of actual expenditures made for the Improvement Project and must follow the schedule below. It is further PROVIDED that these County funds are available and contingent upon local legislative appropriation after December 31, 2009 of necessary funds in accordance with applicable laws and the Snohomish County Charter.
 - a. 2011 - an amount not to exceed \$571,000;
 - b. 2012 - an amount not to exceed the sum of \$571,000 plus any remainder from 2011;
 - c. 2013 - an amount not to exceed the sum of \$571,000 plus any remainder from 2011 and 2012;
 - d. 2014 - an amount not to exceed the sum of \$571,000 plus any remainder for the years 2011 through 2013;
 - e. 2015 and all subsequent years until the Improvement Project is complete or the Agreement is otherwise terminated - an amount not to exceed the sum of \$571,000 plus any remainder from the years 2011 through 2014. -.
3. The County agrees to support the City in its pursuit of grant funding for the Improvement Project.
4. The County agrees not to collect transportation impact fees for the portion of the Improvement Project funded by the City. The County will do this by only including that portion of the Improvement Project funded by the County in its impact fee mitigation cost basis.

D. PAYMENT

1. The County will transfer the mitigation funds outlined in section C.1. within ninety (90) days of the effective date of the City's annexation of the Improvement Project area.

2. After receiving County mitigation funds, the City will, on a quarterly basis, furnish the County with a report on the progress of the Improvement Project, the expenditure or encumbrance of City funds on the Improvement Project, and the expenditure or encumbrance of all County contributions, including mitigation funds and road funds, on the Improvement Project. For mitigation funds that were provided to the City from the County, the report will also detail the remaining time under RCW 82.02.070 for expenditure or encumbrance of those funds not yet expended or encumbered and shall detail the use of those funds that have been expended or encumbered. The City's obligation to furnish quarterly reports will end when the County has fulfilled its financial obligations, as outlined in this Agreement, and City has expended the County's contribution.
3. The County shall make payment of road funds pursuant to the schedule in section C.2. within thirty (30) days of receipt of an invoice from the City that provides a detailed account of how City money was spent on the Improvement Project.
4. Payment by the County shall not constitute an agreement as to the appropriateness of the City's performance of its obligations under this Agreement, or as an acceptance of the work.

E. HOLD HARMLESS/INDEMNIFICATION

1. This Agreement in no way modifies or supersedes existing laws and statutes. In meeting the commitments encompassed in this Agreement, all parties shall comply with the requirements of federal, state and local law. The City and the County retain the ultimate authority for legislative and administrative decisions within their respective jurisdictions. By executing this Agreement, the City and the County do not purport to abrogate any authority vested in them by law.
2. The County and the City agree that the performance of this Agreement shall not constitute an assumption by either party of any of the other party's obligations or responsibilities relating to roads, streets, utilities, or transportation facilities.
3. The City shall hold harmless, indemnify, and defend, at its own expense, the County, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, arising out of the City's performance of this Agreement, including claims by the City's employees or third parties, except for those losses or claims for damages solely caused by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees or agents.
4. The County shall hold harmless, indemnify, and defend, at its own expense the City, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, arising out of the County's performance of this Agreement, including claims by the County's employees or third parties, except for those losses or claims for damages solely caused by the negligence or willful misconduct of the City, its elected and appointed officials, officers, employees or agents.

5. In the event of liability for damages of any nature whatsoever arising out of the performance of this Agreement by the City and the County, including claims by the City's and the County's own officers, officials, employees, agents, volunteers, or third parties, caused by or resulting from the concurrent negligence of the City and the County, their officers, officials, employees, agents and volunteers, each party's liability hereunder shall only be to the extent of that party's negligence.
6. It is specifically and expressly understood that the indemnification provided in this Agreement constitutes the parties' waiver of immunity under the State Industrial Insurance laws, Title 51 RCW, solely for the purposes of this indemnification, and that this waiver has been mutually negotiated.
7. In entering this Agreement, neither the City nor the County assumes any duty to any third party and no liability shall attach to either the City or the County by reason of entering into this Agreement except as expressly provided herein.

G. GENERAL TERMS

1. Effectiveness. This Agreement is contingent upon the City's successful annexation of the Central Marysville Annexation area. This Agreement shall become effective following the signing of the Agreement by the duly authorized representative of each of the parties hereto and recording with the Snohomish County Auditor.
2. Duration. The Agreement shall remain in effect until the parties fulfill their obligations or as otherwise terminated or modified as set forth below.
3. Modification. This Agreement may be amended only upon written agreement of the parties, executed in the same manner as provided by law for the execution of this Agreement.
4. Termination. This Agreement may be terminated upon mutual agreement of the parties. Any mutual termination shall become effective only when documented in writing and signed by both parties.
5. Compliance with Laws. The County and the City shall comply with all applicable federal, state, and local laws in performing this Agreement.
6. Nonwaiver. The County or City's forbearance or delay in exercising any right or remedy with respect to a failure by the other party to comply with one of its obligations under this Agreement shall not constitute a waiver of the particular non-compliance at issue, nor shall it constitute a waiver of any other concurrent or future act of non-compliance by the other party.

7. Records. Both parties shall maintain adequate records to document obligations performed under this Agreement. Each party shall have the right to review the other party's records with regard to the subject matter of this Agreement, upon reasonable notice. All such records shall be maintained for at least six years following termination of this Agreement.

8. Severability. If any provision of this Agreement or the application thereof, for any reason and to any extent, is found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

9. Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

10. Contacts for Agreement. The contact persons for this Agreement are:

Kevin Nielsen, P.E.
 Public Works Director
 City of Marysville
 80 Columbia Avenue
 Marysville, WA 98272

Owen Carter, P.E.
 County Engineer
 Snohomish County Public Works
 3000 Rockefeller, MS 607
 Everett, WA 98201

Dated this _____ day of _____, 2009.

CITY OF MARYSVILLE

SNOHOMISH COUNTY

 Mayor

 County Executive

Approved as to Form:

Approved as to Form:

 City Attorney

 Deputy Prosecuting Attorney

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 13, 2009

AGENDA ITEM: Approval of Special Event Application; Marysville Downtown Merchants - <i>"Home Grown 2009"</i>	AGENDA SECTION: Consent	
PREPARED BY: Carol Mulligan, Program Specialist	AGENDA NUMBER:	
ATTACHMENTS: 1. Copy of Special Event Permit Application. 2. Copy of Certificate of Liability Insurance. 3. MMC 5.46 "Special Events".	APPROVED BY: 	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

The *Marysville Downtown Merchants Association* has submitted an application to obtain a Special Event Permit to conduct **"Home Grown 2009"**, a street fair and marketplace event to promote local arts, crafts, food and fun in a family-oriented environment, to be held on Friday, August 14th and Saturday, August 15th, 2009. The applicant has requested the temporary street closure at the event location on 3rd Street between State Avenue and Alder Avenue, as well as the alley between 3rd Street and 4th Street in order to conduct this proposed event. City staff has reviewed all related department comments and determined that this application has been submitted in its entirety and to the satisfaction of all said departments.

RECOMMENDED ACTION:
 City staff recommends City Council approve the application for *Marysville Downtown Merchants Association* to conduct a special event on August 14th and August 15th, 2009, including the street closure of 3rd Street between State Avenue and Alder Avenue, as well as the alley between 3rd Street and 4th Street, as requested by the applicant.

COUNCIL ACTION:



City of Marysville
 80 Columbia Avenue
 Marysville, WA 98270
 (360) 363-8100

APPLICATION FOR SPECIAL EVENT PERMIT

\$25.00 NON-REFUNDABLE APPLICATION FEE

Additional Information or requirements may be requested

Please allow 3 - 4 weeks for processing

NAME OF SPONSORING ORGANIZATION AND/OR INDIVIDUAL REPRESENTATIVE:

Marysville Downtown Merchants

ADDRESS: *1514 - 3rd St. Marysville wa 98270*

TELEPHONE NUMBER: *360-659-2292*

PURPOSE OF EVENT: *Home Grown 2009 Street Fair*

Received
 MAR 17 2009
 City of Marysville
 Community Development

INSURANCE COMPANY: *Whitfield Safeco Insurance*

(Please attach a copy of Proof of Insurance naming the City of Marysville as co-insured.)

PROPOSED DATE OF EVENT: *August 14-15 - 2009 Fri & Sat.*

LOCATION: *3rd Street between State Ave & West Side of Alder*

HOURS OF OPERATION: *6:00AM Fri. Aug 14th - 8:00PM Sat. Aug 15th*

SCHEDULE OF EVENTS: *Street Fair*

ESTIMATED ATTENDANCE:

SPECIAL FACILITY REQUIREMENTS: *Baracades - 3 dumpsters - Senior Against Crime*

CITY ASSISTANCE REQUIRED: *Close Columbia at alley to accomodate 4th street*

*Merchants parking lot - Hang Banner on 3rd St prior to Event
 Banner stored at Carr's Home*

Carlene Scott

March 17, 2009

SIGNATURE OF APPLICANT

DATE

FOR INTERNAL USE ONLY

DEPARTMENT	Y/N CONDITION	DATE	INITIALS	REMARKS
City Clerk				
Fire District				
Parks & Recreation				
Planning				
Police				
Public Works				
Sanitation				
Streets				

City of Marysville
Community Development
80 Columbia Ave.
Marysville, WA 98270

**Request for Review
Special Event Permit Application**

Responding Agencies:

- City Clerk
- Fire District
- Parks & Recreation
- Planning Department
- Police Department
- Public Works
- Sanitation
- Streets

Applicant: Marysville Downtown Merchants

Phone: (360) 659-2292
Darlene Scott

Event Date: Friday, August 14 & Saturday, August 15, 2009

Proposal: "Homegrown 2009" Street Fair

Location: 3rd Street between Alder Avenue & State Avenue (road closure requested)

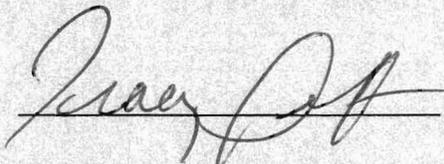
Date Sent: 3/20/09

Return Date: April 3, 2009

Comments/Recommendations:

*Needs to be placed on council agenda
in July - council is off the month of
August*

Responding Agency's Signature



Date

3/31/09

Please return this form and your comments to Carol Mulligan

City of Marysville
Community Development
80 Columbia Ave.
Marysville, WA 98270

**Request for Review
Special Event Permit Application**

Responding Agencies:

City Clerk
✓ Fire District
Parks & Recreation
Planning Department
Police Department
Public Works
Sanitation
Streets

Applicant: Marysville Downtown Merchants **Phone:** (360) 659-2292
Darlene Scott

Event Date: Friday, August 14 & Saturday, August 15, 2009

Proposal: "Homegrown 2009" Street Fair

Location: 3rd Street between Alder Avenue & State Avenue (road closure requested)

Date Sent: 3/20/09

Return Date: April 3, 2009

Comments/Recommendations:

Responding Agency's Signature D. VanBeek **Date** 3-23-09

Please return this form and your comments to Carol Mulligan

City of Marysville
Community Development
80 Columbia Ave.
Marysville, WA 98270

**Request for Review
Special Event Permit Application**

Responding Agencies:

City Clerk
Fire District
✓ Parks & Recreation
Planning Department
Police Department
Public Works
Sanitation
Streets

RECEIVED
Marysville Police Department
MAR 20 2009

Applicant: Marysville Downtown Merchants

Phone: (360) 659-2292
Darlene Scott

Event Date: Friday, August 14 & Saturday, August 15, 2009

Proposal: "Homegrown 2009" Street Fair

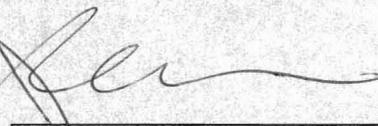
Location: 3rd Street between Alder Avenue & State Avenue (road closure requested)

Date Sent: 3/20/09

Return Date: April 3, 2009

Comments/Recommendations:

Responding Agency's Signature



Date

3.24.09

Please return this form and your comments to Carol Mulligan

City of Marysville
Community Development
80 Columbia Ave.
Marysville, WA 98270

**Request for Review
Special Event Permit Application**

Responding Agencies:

City Clerk
Fire District
Parks & Recreation
✓ Planning Department
Police Department
Public Works
Sanitation
Streets

Applicant: Marysville Downtown Merchants **Phone:** (360) 659-2292
Darlene Scott

Event Date: Friday, August 14 & Saturday, August 15, 2009

Proposal: "Homegrown 2009" Street Fair

Location: 3rd Street between Alder Avenue & State Avenue (road closure requested)

Date Sent: 3/20/09 **Return Date:** April 3, 2009

Comments/Recommendations:

Responding Agency's Signature Angela De **Date** 3/24/09

Please return this form and your comments to Carol Mulligan

City of Marysville
Community Development
80 Columbia Ave.
Marysville, WA 98270

**Request for Review
Special Event Permit Application**

Responding Agencies:

City Clerk
Fire District
Parks & Recreation
Planning Department
✓ Police Department
Public Works
Sanitation
Streets

RECEIVED
Marysville Police Department
MAR 20 2009

Applicant: Marysville Downtown Merchants

Phone: (360) 659-2292
Darlene Scott

Event Date: Friday, August 14 & Saturday, August 15, 2009

Proposal: "Homegrown 2009" Street Fair

Location: 3rd Street between Alder Avenue & State Avenue (road closure requested)

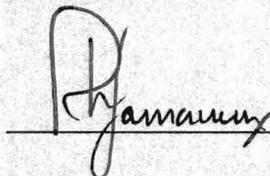
Date Sent: 3/20/09

Return Date: April 3, 2009

Comments/Recommendations:

NO CONCERNS IF SET-UP IS AS HAS BEEN PAST YEARS. IF THERE ARE
CHANGES WOULD WANT TO REVIEW.

Responding Agency's Signature



Date 04.01.09

Please return this form and your comments to Carol Mulligan

City of Marysville
Community Development
80 Columbia Ave.
Marysville, WA 98270

Request for Review Special Event Permit Application

Responding Agencies:

City Clerk
Fire District
Parks & Recreation
Planning Department
Police Department
✓ Public Works
Sanitation
Streets

Applicant: Marysville Downtown Merchants

Phone: (360) 659-2292

Darlene Scott

Event Date: Friday, August 14 & Saturday, August 15, 2009

Proposal: "Homegrown 2009" Street Fair

Location: 3rd Street between Alder Avenue & State Avenue (road closure requested)

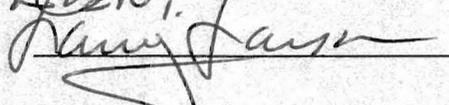
Date Sent: 3/20/09

Return Date: April 3, 2009

Comments/Recommendations:

- COORDINATE STREET CLOSURE (SIGNS & BARRICADES) WITH TERRY HAWLEY.
- COORDINATE SOLID WASTE / RECYCLING ISSUES WITH TERRY HAWLEY
- ~~THE~~ STREET DIVISION WILL SWEEP STREET PRIOR TO AND AFTER EVENT.

Responding Agency's Signature



Date

MAY 26, 2009

Please return this form and your comments to Carol Mulligan

City of Marysville
Community Development
80 Columbia Ave.
Marysville, WA 98270

Request for Review Special Event Permit Application

Responding Agencies:

City Clerk
Fire District
Parks & Recreation
Planning Department
Police Department
Public Works
✓ Sanitation
Streets

Applicant: Marysville Downtown Merchants **Phone:** (360) 659-2292
Darlene Scott

Event Date: Friday, August 14 & Saturday, August 15, 2009

Proposal: "Homegrown 2009" Street Fair

Location: 3rd Street between Alder Avenue & State Avenue (road closure requested)

Date Sent: 3/20/09 **Return Date:** April 3, 2009

Comments/Recommendations:

will deliver dumpster

Responding Agency's Signature *TB McCann* **Date** 05-21-09

Please return this form and your comments to Carol Mulligan

City of Marysville
Community Development
80 Columbia Ave.
Marysville, WA 98270

Request for Review Special Event Permit Application

Responding Agencies:

City Clerk
Fire District
Parks & Recreation
Planning Department
Police Department
Public Works
Sanitation
✓ Streets

Applicant: Marysville Downtown Merchants **Phone:** (360) 659-2292
Darlene Scott

Event Date: Friday, August 14 & Saturday, August 15, 2009

Proposal: "Homegrown 2009" Street Fair

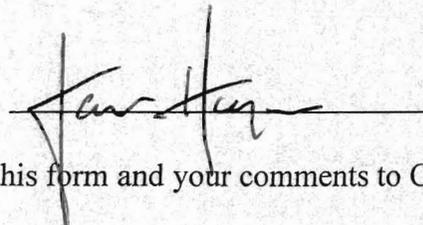
Location: 3rd Street between Alder Avenue & State Avenue (road closure requested)

Date Sent: 3/20/09

Return Date: April 3, 2009

Comments/Recommendations:

Responding Agency's Signature



Date

4-7-09

Please return this form and your comments to Carol Mulligan

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID DA
MARYD-4

DATE (MM/DD/YYYY)
03/19/09

PRODUCER
Whitfield's United Insurance
Commercial Lines Department
PO Box 1127/ 3425 Broadway
Everett WA 98206
Phone: 425-258-2300 Fax: 425-258-9363

INSURED
Marysville Downtown Merchants
Association, Inc.
PO Box 248
Marysville WA 98270

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: First National Ins.Co. of Am.
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	01CG32915060	06/01/08	06/01/09	EACH OCCURRENCE	\$ 1000000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 200000
							MED EXP (Any one person)	\$ 10000
							PERSONAL & ADV INJURY	\$ 1000000
							GENERAL AGGREGATE	\$ 2000000
							PRODUCTS - COMP/OP AGG	\$ 2000000
			AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
			GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
							OTHER THAN AUTO ONLY	EA ACC \$ AGG \$
			EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
								\$
			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTHER
							E L EACH ACCIDENT	\$
							E L DISEASE - EA EMPLOYEE	\$
							E L DISEASE - POLICY LIMIT	\$
			OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate Holder is added as Additional Insured as their respective interest may appear in the ongoing operations of the Named Insured for event to occur 8-14-09 through 8-15-09 Street Fair

CERTIFICATE HOLDER

MARYSVI

City of Marysville
Attn: Carol Morgan
1049 State Ave # 201
Marysville WA 98270

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Chapter 5.46

SPECIAL EVENTS

Sections:

- 5.46.010 Definitions.
- 5.46.020 Permit required.
- 5.46.030 Permit application.
- 5.46.040 Approval.
- 5.46.050 Fees.
- 5.46.060 Departmental analysis.
- 5.46.070 Insurance required.
- 5.46.080 Denial of permit.
- 5.46.090 Appeal.
- 5.46.100 Sanitation.

5.46.010 Definitions.

(1) "Special events" include any event which is to be conducted on public property or on a public right-of-way; and, also, any event held on private property which would have a direct significant impact on traffic congestion; or traffic flow to and from the event over public streets or rights-of-way; or which would significantly impact the need for city-provided emergency services such as police, fire or medical aid. It is presumed that any event on private property which involves an open invitation to the public to attend or events where the attendance is by private invitation of 100 or more people are each presumed to be an event that will have a direct significant impact on the public streets, rights-of-way or emergency services. Special events might include, but not be limited to, fun runs, roadway foot races, fundraising walks, auctions, bikeathons, parades, carnivals, shows or exhibitions, filming/movie events, circuses, block parties, markets, sporting events and fairs. (Ord. 2099 § 1, 1996).

5.46.020 Permit required.

(1) No person or organization shall conduct a special event that affects the customary and ordinary use of public streets, rights-of-way, sidewalks and publicly owned property, i.e., parks, without first having obtained a special event permit from the city of Marysville.

(2) A special event permit is not required for the following:

(a) Parades, athletic events or other special events that occur exclusively on city property and are sponsored or conducted in full by the city of Marysville. An internal review process will be conducted for these events;

(b) Funerals and weddings;

(c) Groups required by law to be so assembled;

(d) Gatherings of 30 or fewer people in a city park, unless merchandise or services are offered for sale or trade;

(e) Temporary sales conducted by businesses, such as holiday sales, grand opening sales, or anniversary sales;

(f) Garage sales and rummage sales;

(g) Other similar events and activities which do not directly affect or use city services or property;

(h) Annual Strawberry Festival which is governed by Chapter 5.48 MMC. (Ord. 2099 § 2, 1996).

5.46.030 Permit application.

(1) An application for a special event permit can be obtained at the office of the city clerk and will be completed and submitted to the city clerk no later than 60 days prior to the proposed event. A completed application does not constitute approval of the permit.

(2) A waiver of application deadline shall be granted upon a showing of good cause or at the discretion of the city clerk (risk manager). The city clerk shall consider an application that is filed after the filing deadline if there is sufficient time to process and investigate the application and obtain police and other city services for the event. Good cause can be demonstrated by the applicant showing that the circumstances that gave rise to the permit application did not reasonably allow the participants to file within the time prescribed, and that the event is for the purpose of exercising the right of free speech.

(3) The following information shall be provided on the special event permit application: purpose of the special event; name, address and telephone number of the sponsoring organization and/or individual(s); proposed date of event, location and hours of operation, schedule of events, estimated attendance, special facility requirements, city assistance required, and other information as the city deems reasonably necessary to determine that the permit meets the requirements of this chapter. (Ord. 2099 § 3, 1996).

5.46.040 Approval.

Based on the type of event and the event to which city services will be required, approval of special event permit applications will be made by the following authorities:

(1) Approval by City Staff. Administrative approval for one-day events contained on a single site

that could involve special parking arrangements and hiring of police officers for crowd control and traffic control. City staff shall include a representative from the police, planning, public works, parks and recreation and city clerk departments.

(2) Approval by City Council. Multiple-day events (four days maximum) or any event involving street closures or impacts to services city-wide. Events lasting more than four days shall be subject to submittal of additional information as required by city staff.

(3) The city council will be notified of all special event approvals made by the city staff.

(4) If permits and/or coordination is required from other agencies, i.e., Community Transit, Department of Transportation, etc., these must be submitted prior to the issuance of the permit. (Ord. 2099 § 4, 1996).

5.46.050 Fees.

There will be a \$25.00 nonrefundable application fee for a special event permit. (Ord. 2099 § 5, 1996).

5.46.060 Departmental analysis.

(1) The city clerk will send copies of special event permit applications to all pertinent city departments for review and determination of services required.

(2) The applicant is required to contract with the Marysville police department and public works department to employ police officers for security and traffic control as determined by the departmental analysis.

(3) Cost of city services, i.e., police, public works employees, etc. for special events will be estimated prior to the event. Additional costs incurred will be evaluated following the completion of the event. The city may in its discretion require a cash deposit for such costs. (Ord. 2099 § 6, 1996).

5.46.070 Insurance required.

The applicant is required to obtain and present evidence of comprehensive liability insurance naming the city of Marysville as an additional insured for use of streets, public rights of way and publicly owned property such as parks. The insurance requirement is a minimum of \$1,000,000 for individual incidents, \$2,000,000 aggregate, per event, against all claims arising from permits issued pursuant to this chapter. A certificate of insurance shall be required naming the city as an additional insured and indemnifying the city's, its officers, employees and agents from all causes of

action, claims or liabilities occurring in connection with the permitted event. In circumstances posing an unusual risk of liability the city may, in its discretion, increase the minimum insurance requirements. (Ord. 2099 § 7, 1996).

5.46.080 Denial of permit.

Reasons for denial of a special event permit include, but are not limited to:

(1) The event will disrupt traffic within the city of Marysville beyond practical solution;

(2) The event will protrude into the public space open to vehicle or pedestrian travel in such a manner as to create a likelihood of endangering the public;

(3) The event will interfere with access to emergency services;

(4) The location or time of the special event will cause undue hardship or excessive noise levels to adjacent businesses or residents;

(5) The event will require the diversion of so many city employees that it would unreasonably affect other city services;

(6) The application contains incomplete or false information;

(7) The applicant fails to provide proof of insurance;

(8) The applicant fails to obtain a city business license and/or fails to pay the special event permit fee;

(9) The applicant does not meet current zoning requirements;

(10) The applicant fails to obtain local, county, state and federal permits as required. (Ord. 2099 § 8, 1996).

5.46.090 Appeal.

The applicant has the right to appeal any denial of a special events permit to the city council. (Ord. 2099 § 9, 1996).

5.46.100 Sanitation.

(1) A special event permit may be issued only after adequate waste disposal facilities have been identified and obtained by the applicant. The permittee is required to clean all permitted public and private properties and the right-of-way of rubbish and debris, returning it to its pre-event condition.

(a) If the permittee fails to clean up such refuse, the clean-up will be arranged by the city and the costs charged to the permittee.

(2) A special event permit may be issued only after adequate restroom and washroom facilities have been identified and arranged for or obtained

by the applicant subject to the Snohomish health district's review and certification process. (Ord. 2099 § 10, 1996).

Chapter 5.48

STRAWBERRY FESTIVAL

Sections:

- 5.48.010 Strawberry Festival master permit – Issuance – Activities authorized.
- 5.48.020 Annual requests for festival proposals – Contents.
- 5.48.030 Award of festival permit – Conditions – Fee.
- 5.48.040 Award of festival permit – Liability limitations.
- 5.48.050 Option to renew festival permit.

5.48.010 Strawberry Festival master permit – Issuance – Activities authorized.

The city council may annually issue a single Strawberry Festival master permit (“festival permit”), which shall authorize the permit holder to sponsor the citywide Strawberry Festival for that year. The permit shall designate the geographical boundaries of a festival area, and may include provisions within the area for festival parades, carnivals, sporting and recreational events, use of public right-of-way, use of public parks, erection of temporary vendor facilities and structures, sanitation and cleanup, and insurance, indemnity and hold-harmless agreements. With respect to all festival activities within the boundaries of the festival area, the permit shall be exclusive, and shall supersede other requirements of the Marysville Municipal Code relating to parade, carnival, circus, entertainment and public dance permits, and business occupancy permits, but shall not supersede the city admissions tax or any other applicable tax. (Ord. 1278 § 2, 1983).

5.48.020 Annual requests for festival proposals – Contents.

At any time after August 1st of each year the city may issue a request for festival proposals for the following year from any and all interested persons or parties. Notification of the request shall be published in the official newspaper of the city and posted in at least three public places in the city for a period of not less than two consecutive weeks. Festival proposals shall describe the proposed geographical boundaries of the festival area, all proposed festival activities and the dates thereof, the use of public right-of-way and public parks, the number and location of temporary vendor facilities and structures, and provisions for sanitation and cleanup. The proposal will further indicate the organizational structure, background and experi-

CITY OF MARYSVILLE
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 13, 2009

AGENDA ITEM: Approval of New For-Hire Business to Operate in Marysville	AGENDA SECTION: Consent	
PREPARED BY: Carol Mulligan, Program Specialist	AGENDA NUMBER:	
ATTACHMENTS: <ol style="list-style-type: none"> 1. Copy of For-Hire Business License Application 2. Copy of Police Department Approval. 3. Copy of Registration with the Department of Licensing. 4. Copy of Vehicle Listing – Vehicle Operating in Marysville. 5. Copy of Title Registration with the Department of Licensing for Vehicle to Operate in Marysville. 6. Copy of Certificate of Liability Insurance Coverage for Vehicle to Operate in Marysville. 7. Copy of “Certificate of Safety” Inspection Checklist for Vehicle to Operate in Marysville. 8. MMC 5.24 “For Hire Vehicles” 	APPROVED BY: 	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

Orange Cab has submitted an application to operate a “For-Hire” Taxi business in Marysville initially consisting of one (1) for-hire taxi vehicle.

In accordance to MMC 5.24.060(2): a) the applicant, by deed and word, has demonstrated the willingness and ability to provide public transportation services in full compliance with this chapter; b) the applicant has provided documentation, including vehicle number, make, model, and VIN numbers, for each vehicle verifying the number of public service vehicles as ten. With the continued growth of the greater Marysville area, the number of residents and visitors have increased accordingly with a corresponding increase in the necessity of public transportation services; c) the proposed increase of ten vehicles should not create any adverse impact on environmental or economic growth.

City Staff have determined that all required information has been submitted in its entirety and to the satisfaction of the department. Currently, there are seven (7) For-Hire businesses licensed and operating in the City of Marysville: *AAA Taxi, Ace Taxi, Eagle Taxi, American Checker Taxi Cab, North City Taxi, Yellow Cab of Marysville, and Yellow Cab of Washington.*

RECOMMENDED ACTION: City Staff recommends City Council approve the application for <i>Orange Cab</i> to operate a For-Hire business in Marysville.
COUNCIL ACTION:



Received

MAY 26 2009

City of Marysville
Community Development

APPLICATION FOR A "FOR-HIRE" TAXI-CAB BUSINESS LICENSE

NEW RENEWAL

NAME DERESAY AMANUEH AMBAYE DATE _____
Last First Middle

HOME ADDRESS 1050 NE 45th St CITY Seattle ZIP 98125

HOME PHONE 206-367-7104 CELL PHONE 206-618-0000

ASSUMED NAMES OR ALIASES _____

BUSINESS NAME ORANGE CAB ADDRESS 1616 Hewitt Suid 205

BUSINESS PHONE 425-783-0000

PRINCIPAL OCCUPATION _____ LENGTH OF RESIDENCE IN CITY _____

IF RESIDENCE LESS THAN 5 YEARS, LIST PREVIOUS ADDRESSES

- 1. _____
- 2. _____
- 3. _____
- 4. _____

SEX Mal BIRTHDATE [REDACTED] BIRTHPLACE MENDEFERA (ERITREA)
HAIR BLACK EYES BRWN WEIGHT 150 lb HEIGHT 5-09

PLEASE ATTACH A COPY OF YOUR VALID WASHINGTON STATE LICENSE:

DRIVER'S LICENSE # [REDACTED] SOCIAL SECURITY # [REDACTED]

EXPERIENCE:

HAVE YOU EVER BEEN LICENSED TO DRIVE A "FOR-HIRE" VEHICLE? YES
WHERE? SEATTLE, EVERETT.

PLEASE PROVIDE A DETAILED EXPLANATION OF YOUR EMPLOYMENT HISTORY FOR THE PAST 5 YEARS, INCLUDING THE TRANSPORTATION OF PASSENGERS: TRAVEL CONSULTANT (OMEGA TRAVEL) and ORANGE CAB IN SEATTLE.
- approx. 18 years aviation transportation
approx 6 years of taxi

CRIMINAL HISTORY:

FAILURE TO GIVE COMPLETE HISTORY REGARDING CRIMINAL AND TRAFFIC RELATED OFFENSES WILL RESULT IN DENIAL OF YOUR APPLICATION.

PLEASE INITIAL BELOW TO INDICATE THAT YOU HAVE READ AND UNDERSTAND THE ABOVE STATEMENT AD
INITIAL

Have you **ever** been convicted of a crime? No If yes, give full details, including dates, charges, and final outcome with the court system for any and all charges that have occurred **within the past five (5) years:**

Have you **ever** received a traffic infraction (ticket)? No If yes, give full details, including dates, charges, and final outcome with the court system for any and all charges:

MAY 26 2009

Date: 5-26-09

ie
nen

To: New taxi
Company
applying to
operate in
Marysville.
 Planning
 Building
 Fire
 Police Department
 Paul Rochon
 Other

FOR-HIRE TAXI-CAB BUSINESS LICENSE

NEW RENEWAL

ANUEH AMBAYE DATE _____
Middle
11th St CITY Seattle ZIP 98125
7104 CELL PHONE 206-618-0000

For Your Approval
 For Your Information

CAB ADDRESS 1616 Hewitt suit 205
0000

Return By: 6-9-09

LENGTH OF RESIDENCE IN CITY _____

**PLEASE NOTE: A NON-RESPONSE BY
RETURN DUE-DATE WILL BE CONSIDERED
AS NO OBJECTION TO LICENSE ISSUANCE.**

LIST PREVIOUS ADDRESSES

- 3. _____
- 4. _____

SEX Mal BIRTHDATE [REDACTED] BIRTHPLACE MENDEPERA (ERITREA)
HAIR BLACK EYES BROWN WEIGHT 150 lb HEIGHT 5-09

PLEASE ATTACH A COPY OF YOUR VALID WASHINGTON STATE LICENSE:

DRIVER'S LICENSE # [REDACTED] SOCIAL SECURITY # [REDACTED]

EXPERIENCE:

HAVE YOU EVER BEEN LICENSED TO DRIVE A "FOR-HIRE" VEHICLE? YES
WHERE? SEATTLE, EVERETT.

PLEASE PROVIDE A DETAILED EXPLANATION OF YOUR EMPLOYMENT HISTORY FOR THE PAST 5 YEARS, INCLUDING THE TRANSPORTATION OF PASSENGERS: TRAVEL CONSULTANT (OMEGA TRAVEL) and ORANGE CAR IN SEATTLE.
- approx. 18 years aviation transportation
approx 6 years of taxi

CRIMINAL HISTORY:

FAILURE TO GIVE COMPLETE HISTORY REGARDING CRIMINAL AND TRAFFIC RELATED OFFENSES WILL RESULT IN DENIAL OF YOUR APPLICATION.

PLEASE INITIAL BELOW TO INDICATE THAT YOU HAVE READ AND UNDERSTAND THE ABOVE STATEMENT AD
INITIAL

Have you ever been convicted of a crime? NO If yes, give full details, including dates, charges, and final outcome with the court system for any and all charges that have occurred within the past five (5) years:

Have you ever received a traffic infraction (ticket)? NO If yes, give full details, including dates, charges, and final outcome with the court system for any and all charges:



STATE OF WASHINGTON

MASTER LICENSE SERVICE
PO Box 9034 w Olympia, Washington 98507-9034 (360) 664-1400
REGISTRATIONS AND LICENSES

Sole Proprietorship

Unified Business ID #: 601 919 502

Business ID #: 1

Location: 3

Expires: 11-30-2009

AMANUEL AMBAYE DEBESAY
ORANGE CAB
11621 DES MOINES MEM DR S
SEATTLE WA 98134

FOR HIRE
FOR HIRE VEHICLE (1)

REGISTERED TRADE NAMES:
ORANGE CAB

fax

copy
TAX REGISTRATION
TAXI METER (1)

The licensee named above has been issued the business registrations or licenses listed. By accepting this document the licensee certifies the information provided on the application for these licenses was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Elizabeth A. Luce
Director, Department of Licensing

ORANGE CAB

VEHICLE OPERATING IN MARYSVILLE, WA

<u>CAB NO.</u>	<u>YEAR</u>	<u>VIN</u>	<u>MAKE</u>	<u>MODEL</u>	<u>PLATE</u>
#459	2003	2FAHP71WX3X165608	Ford	Crown Victoria / 4 - Door	784 XXZ

STATE OF WASHINGTON
DEPARTMENT OF LICENSING
PO Box 9038 • Olympia, Washington 98507-9038

Received
MAY 26 2009

City of Marysville
Community Development

Signature of Registered Owner: VEHICLE TITLE APPLICATION/REGISTRATION CERTIFICATE

05/13/2009 09:3317380108975

Lic/Plt SUB 784XXZ	Issue-Date 06/2008	Tab-No C382753	Reg-Exp 11/07/2009	Value-Code/Yr 23960/2003	Depre 1	Mo-Reg 12	Mo-Gwt 7	
Power G	Use CAB	Mod-Yr 2003	Make FORD	Ser/Body VIC4D	Model/BT CV /4D	VIN or Serial No 2FAHP71WX3X165608	Res-Co 17	Prev-Plt 706XVE
Gwt 3250	Seats 4	Gwt 105	Gwt-Strt	Gwt-Exp	Fleet	Equip	Prev Title 0816949604	Prev St WA

BRANDS: WA 05/05/2008 ORIG TAXI WA 05/05/2008 FMR HIRE

COMMENT: PL-F - DISPLAY TAB ON BACK LICENSE PLATE ONLY - FRONT PLATE IS STILL REQUIRED.

MILEAGE 122637 A	REGISTERED OWNER	LEGAL OWNER
ORANGE CAB DEBESAY, AMANUEL AMBAYE 11050 NE 115TH ST SEATTLE WA 98125	459	

COMMENT: I certify that the information contained hereon is accurate and complete.

Signature of Registered Owner(s) _____ X _____
Signature of Registered Owner(s)

Subscribed and sworn to before _____ This _____ Day of _____

FILING \$ 4.00	MONORAIL TAX \$	CHECK \$ 133.30
SUBAGENT \$ 10.00	RTA EXCISE \$	CASH \$
LOCAL FEE \$	USE TAX 1726 \$ 107.80	TOTAL FEES \$ 133.30
LICENSE SRVC \$	OTHER \$ 11.50	
GWT/VWT FEE \$	DONOR AWARENESS \$	
	STATE PARKS \$	

VALIDATION CODE 15173801091330513090016010897

TRANSFER

RPT ID: ATITPR-1 THIS DOCUMENT IS NOT PROOF OF OWNERSHIP

FPD: ATITPR:2008/31/7:00003(2)

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 05/28/2009
PRODUCER Marquette Cook & Associates 901 Rainier Ave N Suite B200 Renton, WA 98057	206.772.4073	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Debesay, Amanuel Ambaye dba: Orange Cab 459 1050 NE 115th St. Seattle, WA. 98125 Claims: 800.275.1900	INSURERS AFFORDING COVERAGE	NAIC # 44300
		INSURER A: Tower Insurance Company of NY INSURER B: INSURER C: INSURER D: INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL, GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	APP14874205	05/18/2009	05/18/2010	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 100,000 BODILY INJURY (Per accident) \$ 300,000 PROPERTY DAMAGE (Per accident) \$ 50,000
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

Received
 MAY 28 2009
 City of Marysville
 Community Development

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate as proof of insurance: 2003 Ford Crown Victoria VIN 2FAHP71WX3X165608

CERTIFICATE HOLDER (360) 651.5099 FAX ATTN: CAROL MULLIGAN CITY OF MARYSVILLE 80 COLUMBIA AVE MARYSVILLE, WA. 98270	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
--	--

Seattle/King County Certificate of Safety



City of Seattle
Revenue and Consumer Affairs Division/Consumer Affairs Unit
805 South Dearborn Street
Seattle, WA 98134

King County
Licensing and Regulatory Services Division
King County Administration Building, Room 403
Seattle, WA 98104

Taxicab Information

Taxicab Name ORANGE CAB Taxicab Number 459
 VIN 165608 WA License Number 784 XXZ
 Year 03 Make FORD Model Crown vic Mileage 121,782

Facility Information

Approved Facility Name HILINE AUTO REPAIR
 Address 834 S.W. 149TH Phone 206 292 6304
BURIEN WA 98166

Certificate Information

Inspection Checklist

Complies

	No	Yes
A) Adequate braking system, including emergency or auxiliary as per the manufacturer's allowable tolerance.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B) Adequate suspension system to prevent excessive motion when the vehicle is in operation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C) Adequate steering system as per the manufacturer's allowable tolerance.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D) Exhaust system that is free of leaks, defects, or tampering and that meets State of Washington emissions standards.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
E) No fluid leaks, including but not limited to motor oils, antifreeze, transmission fluid, and brake fluid.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
F) Air conditioning system free of CFC leaks, if vehicle has such a system.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
G) No excessive noise.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
H) Mechanically sound.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
I) Front end alignment.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Received
 MAY 26 2009
 City of Marysville
 Community Development

I hereby certify that this taxicab was inspected in accordance with King County Code, Section 6.64.360 and /or Seattle Municipal Code, Section 6.310.320E and applicable regulations.

ASE Technician's Signature Albe Sachin Date 5-20-09

Chapter 5.24

FOR-HIRE VEHICLES

Sections:

- 5.24.010 Definitions.
- 5.24.020 For-hire vehicle license required.
- 5.24.030 For-hire vehicle license application.
- 5.24.040 Criminal record.
- 5.24.050 Liability insurance.
- 5.24.060 Issuance of for-hire vehicle license.
- 5.24.070 License fees.
- 5.24.080 Driver's permit – Required.
- 5.24.090 Driver's permit – Application.
- 5.24.100 Issuance of driver's permit.
- 5.24.110 Driver's permit – Display.
- 5.24.120 Vehicle equipment.
- 5.24.130 Vehicle markings.
- 5.24.140 Rate schedule.
- 5.24.150 Call record required – Inspection.
- 5.24.160 Direct route required.
- 5.24.170 Receipts.
- 5.24.180 Fraud or refusal to pay fare.
- 5.24.190 Loading and discharging passengers.
- 5.24.200 Parking restriction.
- 5.24.210 Number of passengers restricted.
- 5.24.220 Prohibited acts of drivers.
- 5.24.230 Public service requirements.
- 5.24.240 Suspension or revocation of license.
- 5.24.250 Violation – Penalty.

5.24.010 Definitions.

The following words and phrases when used in this chapter have the meanings as set out in this section:

(1) "Convalescent coaches" means motor vehicles for hire designed for the transportation of handicapped persons who by reason of physical or mental infirmity may not be conveniently transported on public mass transportation vehicles or in taxicabs or who cannot drive their own automobile. The patients transported by such vehicles shall be limited to the following classes of patients:

(a) Patients transported by wheel chair must be able to get into the chair with the help of one person;

(b) Patients must be stable and able to take care of themselves;

(c) Patients must not be incapacitated by medication nor need oxygen or aid en route;

(d) Litter patient may be transported if he meets requirements specified in paragraphs (b) and (c) of this subsection.

(2) "For-hire vehicle" means and includes every motor vehicle used for the transportation of

passengers for hire, and not operated exclusively over a fixed and defined route. This term shall also include motor vehicles designated as "taxicabs" and "convalescent coaches".

(3) "Manifest" means a daily record prepared by a taxicab driver of all trips made by said driver showing time and place of origin, destination, number of passengers and the amount of the fare of each trip.

(4) "Person" includes an individual, a corporation or other legal entity, a partnership and any unincorporated association.

(5) "Rate card" means a card issued by the city clerk for display in each taxicab which contains the rates of fare then in force.

(6) "Waiting time" means the time when a vehicle for hire is not in motion from the time of acceptance of a passenger or passengers to the time of discharge, but does not include any time that the taxicab is not in motion if due to any cause other than the request, act or default of a passenger or passengers. (Ord. 1143 § 2, 1980).

5.24.020 For-hire vehicle license required.

It is unlawful to operate any motor vehicle for hire, including taxicabs and convalescent coaches, over or upon or along any of the streets or alleys of the city without having procured a for-hire vehicle license from the city clerk. (Ord. 1143 § 2, 1980).

5.24.030 For-hire vehicle license application.

Applicants for for-hire vehicle licenses shall furnish the following information:

(1) The financial status of the applicant including the amounts of all unpaid judgments against the applicant and the nature of the transaction or acts giving rise to said judgments;

(2) The experience of the applicant in the transportation of passengers;

(3) Any facts which establish that public convenience and necessity require the granting of the license;

(4) The number of vehicles to be operated or controlled by the applicant and the location of proposed depots and terminals;

(5) For each for-hire vehicle, the company vehicle number therefor, the make, model and identifying color scheme, monogram or insignia, and serial number of the vehicle;

(6) If the applicant is a corporation, it shall accompany the application with a list of the names and addresses of all officers, directors and stockholders;

(7) The criminal record for the past five years relating to crimes of moral turpitude and fraud, for

each and every owner or manager of the business;

(8) Such further information as the city clerk may require. (Ord. 1143 § 2, 1980).

5.24.040 Criminal record.

No for-hire vehicle license shall be issued if the applicant, owner or manager of the business has been convicted of a crime of moral turpitude, or one involving intent to defraud, within the preceding five years. (Ord. 1143 § 2, 1980).

5.24.050 Liability insurance.

(1) Every applicant shall file with the city clerk proof of a current and subsisting policy or policies of public liability insurance, approved as to sufficiency by the city clerk, and as to form by the city attorney, issued by an insurance company or companies authorized to do business in the state, providing liability insurance coverage for each and every vehicle for hire owned, operated and/or leased by the applicant. Such insurance shall be in the sum of \$100,000 for the injury or death of one person, or \$300,000 for the injury or death of more than one person in any one accident, and \$50,000 for property damage.

(2) Every such policy of insurance shall continue to the full amount thereof notwithstanding any recovery thereon and shall provide that the liability of the insurer shall not be affected by the insolvency or bankruptcy of the insured. The policy shall be for the benefit of any and all judgment creditors. Each insurance policy required hereunder shall extend for the period covered by the license applied for and the insurer shall be obliged to give not less than 10 days' written notice to the city clerk in the event of any change or cancellation. (Ord. 1143 § 2, 1980).

5.24.060 Issuance of for-hire vehicle license.

(1) If the city clerk finds that an application for a for-hire vehicle license meets all of the requirements of this chapter, said application shall be submitted to the city council for final determination. Within 30 days thereafter the city council shall set a date for consideration of said application and shall notify the applicant of said date.

(2) The city council shall issue a for-hire vehicle license to the applicant only upon an affirmative finding of the following facts:

(a) That the applicant is fit, willing and able to perform public transportation services for the benefit of the citizens of Marysville, and to conform to the provisions of this chapter;

(b) That for-hire vehicle service of the size and description proposed by the applicant is

required for public convenience and necessity;

(c) That additional for-hire vehicles in the city will create no adverse environmental or economic impacts. (Ord. 1143 § 2, 1980).

5.24.070 License fees.

(1) The license fees are fixed in the amounts shown in the following schedule:

(a) For-hire vehicle license: \$20.00 per year for each business;

(b) Driver's permit: \$40.00 for initial permit and \$25.00 for renewal of permit.

(2) All fees shall be payable annually in advance and no pro-rated fee shall be allowed. (Ord. 1556, 1987; Ord. 1482 § 1, 1986; Ord. 1143 § 2, 1980).

5.24.080 Driver's permit – Required.

No person shall operate a motor vehicle for hire on the streets of the city and no person who owns or controls such vehicle for hire shall permit it to be so driven and no vehicle licensed by the city shall be so driven at any time for hire unless the driver of said vehicle shall have first obtained and shall have then in force a for-hire driver's permit issued under the provisions of this chapter. (Ord. 1143 § 2, 1980).

5.24.090 Driver's permit – Application.

An application for a for-hire driver's permit shall be filed with the city clerk on forms provided by the city. Such application shall be sworn to by the applicant and shall contain the following information:

(1) Names and addresses of four residents of the city who have known the applicant for a period of one year and who will vouch for the sobriety, honesty and general good character of the applicant;

(2) The experience of the applicant in the transportation of passengers;

(3) A concise history of his employment for the past five years;

(4) A picture of the applicant;

(5) Proof of the applicant's current status as a licensed driver in the state of Washington;

(6) The applicant's driving record for the past five years;

(7) The applicant's criminal record for the past five years, relating to abuse of alcohol and/or drugs, and crimes of moral turpitude and fraud. (Ord. 1143 § 2, 1980).

5.24.100 Issuance of driver's permit.

(1) No driver's permit shall be issued if the

5.24.110

applicant has been convicted of a crime relating to the use of alcohol and/or drugs, or a crime of moral turpitude or fraud within the preceding five years.

(2) No driver's permit shall be issued without approval of the chief of police.

(3) Upon finding that an applicant for a driver's permit meets the requirements of this chapter, the city clerk shall issue such a permit, which shall bear the name, address, age, signature and photograph of the applicant. Such a permit shall be in effect for the remainder of the calendar year and shall be subject to annual renewal. (Ord. 1143 § 2, 1980).

5.24.110 Driver's permit – Display.

Every driver licensed under this chapter shall post his driver's permit in such a place as to be in full view of all passengers while such driver is operating a vehicle for hire. (Ord. 1143 § 2, 1980).

5.24.120 Vehicle equipment.

Each vehicle for hire shall be equipped and maintained at all times by the operator thereof for safe and lawful operation and in accordance with the laws of the city and the state and shall be furnished with such equipment as the chief of police shall deem necessary for such safe operation. Any vehicle for hire may be inspected at any reasonable time by the chief of police or his representative. The chief of police shall, on application, and may periodically inspect each vehicle as to safety and cleanliness. (Ord. 1143 § 2, 1980).

5.24.130 Vehicle markings.

Each vehicle licensed shall have the word "taxi-cab," "convalescent coach," or other appropriate descriptive term painted in letters at least three inches high on both sides of the vehicle directly under the true or assumed name listed thereon. Each vehicle licensed shall have the company vehicle numbers painted on all four sides of the vehicle not less than four inches high. Words that might tend to deceive the public may not be used on any vehicle licensed under this chapter. No vehicle covered by the terms of this chapter shall be licensed which has a color scheme, identifying design, monogram or insignia design to imitate any color scheme or identifying design of any other operator in such a manner as to be misleading or deceiving to the public. (Ord. 1143 § 2, 1980).

5.24.140 Rate schedule.

Every person, firm or corporation operating a for-hire vehicle in the city shall file with the city clerk the schedule of rates to be charged for the

operation of their vehicle within the city limits. It is unlawful for any person, firm or corporation to make any other charges, either more or less, for the services rendered by such person, firm or corporation than as set forth in the rate schedule. Such person, firm or corporation shall further cause to be posted in every vehicle a card containing a schedule of the rates. The card shall be posted in a prominent place in the vehicle and the chief of police shall have the power in his discretion to designate the place of posting in the vehicle and the size of the card; provided, that the filed rates shall not be changed until the proposed changes in rates are filed with the city clerk for a period of 30 days. (Ord. 1143 § 2, 1980).

5.24.150 Call record required – Inspection.

For-hire vehicle businesses shall keep at their business offices a chronological record showing each call for service which is ordered or made, and the name of the driver who responded thereto, the number of the vehicle, the time and place of the origin and of the end of each vehicle trip, and the fee charged, and shall upon request of any person paying a vehicle charge, furnish a receipt showing such information. Such records shall at all reasonable times be open to the inspection of the city clerk or chief of police or the agents of either. (Ord. 1143 § 2, 1980).

5.24.160 Direct route required.

Any driver of a vehicle for hire employed to carry passengers to a definite point shall take the most direct route possible that will carry the passengers safely and expeditiously to their destination. (Ord. 1143 § 2, 1980).

5.24.170 Receipts.

The driver of any vehicle for hire shall upon demand by the passenger render to such passenger a receipt of the amount charged, either by a mechanically printed receipt or by a specially prepared receipt on which shall be the name of the owner, license number or motor number, amount of charge and date of transaction. (Ord. 1143 § 2, 1980).

5.24.180 Fraud or refusal to pay fare.

It is unlawful for any person to refuse to pay the legal fare of any of the vehicles mentioned in this chapter after having hired the same and it is unlawful for any person to hire any vehicle herein defined with intent to defraud the person from whom it is hired of the value of such service. (Ord. 1143 § 2, 1980).

5.24.190 Loading and discharging passengers.

Drivers of for-hire vehicles shall not receive or discharge passengers in the roadway, but shall pull up to the right-hand sidewalk as nearly as possible or in the absence of a sidewalk, to the extreme right-hand side of the road and there receive or discharge passengers, except on one-way streets where passengers may be discharged on the right or left-hand sidewalk, or the side of the roadway in the absence of a sidewalk. (Ord. 1143 § 2, 1980).

5.24.200 Parking restriction.

No person or business entity holding a for-hire vehicle license shall allow, cause or permit more than two for-hire vehicles owned or controlled by it to be parked, unmanned, on the public streets of the city at any given time. (Ord. 1143 § 2, 1980).

5.24.210 Number of passengers restricted.

No driver shall permit more persons to be carried in a vehicle for hire as passengers than the rated seating capacity of his vehicle as stated in the license for said vehicle. A child in arms shall not be counted as a passenger. (Ord. 1143 § 2, 1980).

5.24.220 Prohibited acts of drivers.

It is unlawful for any driver of a for-hire vehicle to engage in selling intoxicating liquor or controlled substances, or to solicit business for any house of ill repute, or use his vehicle for any purpose other than the transporting of passengers. (Ord. 1143 § 2, 1980).

5.24.230 Public service requirements.

All persons engaged in the vehicle for hire business in the city operating under the provisions of this chapter shall render an overall service to the public desiring to use their vehicles for hire. Holders of licenses shall maintain a place of business and keep the same open for 24 hours a day for the purpose of receiving calls and dispatching vehicles. They shall answer all calls received by them for services inside the corporate limits of the city as soon as they can do so, and if said services cannot be rendered within a reasonable time, they shall then notify the prospective passengers how long it will be before the said call can be answered and give the reason therefor. (Ord. 1143 § 2, 1980).

5.24.240 Suspension or revocation of license.

The city council may revoke or suspend any vehicle for hire driver's license or any driver's permit on the following grounds:

(1) A driver's conviction in any court of reckless driving, driving while under the influence of intoxicating liquor and/or drugs, or a judicial finding that a driver is a habitual traffic offender;

(2) A conviction of a driver, or an owner, operator or manager of a for-hire vehicle business, of a crime of moral turpitude or one involving intent to defraud;

(3) The charging of passengers more than the maximum fares provided for herein;

(4) The failure or refusal to provide overall service to the public, without cause. (Ord. 1143 § 2, 1980).

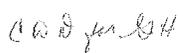
5.24.250 Violation – Penalty.

Any person willfully violating any provision of this chapter shall be guilty of a misdemeanor and shall be punished by a fine not to exceed \$500.00 or by imprisonment in jail for not more than six months, or by both such fine and imprisonment. Each day in which the violation continues shall constitute a separate offense. (Ord. 1143 § 2, 1980).

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 13, 2009

AGENDA ITEM: ZA04121555 Jacqueline Ridge Phase 3 – Final Plat	AGENDA SECTION:	
PREPARED BY: Libby Grage, Associate Planner	APPROVED BY: 	
ATTACHMENTS: 1. Sno. Co. Hearing Examiner's Decision dated 4/13/06 2. Site Plan 3. Vicinity Map 4. Legal Description 5. Final Plat Checklist		
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

DESCRIPTION:

On April 13, 2006, the Snohomish County Hearing Examiner issued preliminary plat approval for the subdivision of “Jacqueline Ridge”, creating 68 lots on approximately 18.12 acres. The applicant is constructing the project in three (3) phases. Phase 3, which consists of 33 lots, has been constructed.

The plat is generally located on the east side of 83rd Ave. NE, approximately 1,000 feet south of 84th St. NE. The subject property was annexed to the City of Marysville on October 1, 2005 (Ord. 2595).

The applicant has completed all conditions of approval set forth in the Snohomish County Hearing Examiner decision.

RECOMMENDED ACTION: Planning Staff recommends Council authorize the Mayor to sign the Final Plat Mylar for “Jacqueline Ridge – Phase 3”.
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COUNCIL ACTION:



BEFORE THE

Hearing Examiner's Office

Email: Hearing.Examiner@co.snohomish.wa.us

SNOHOMISH COUNTY HEARING EXAMINER

Robert J. Backstein
Hearing Examiner

DECISION of the DEPUTY HEARING EXAMINER

Ed Good
Deputy Hearing Examiner

M/S 405
3000 Rockefeller Ave.
Everett, WA 98201

(425) 388-3538
FAX (425) 388-3201

In the Matter of the Application of)
JACQUELINE RIDGE, LLC)
Preliminary plat for a 68-lot subdivision and rezone)
from R-9,600 to R-7,200 with Landscape Modification)

FILE NO. 04 121555

DATE OF DECISION: April 13, 2006

PLAT/PROJECT NAME: *Jacqueline Ridge*

DECISION (SUMMARY): The requested rezone from R-9,900 to R-7,200 and 68-lot subdivision with landscape modification are **CONDITIONALLY APPROVED**.

BASIC INFORMATION

GENERAL LOCATION: This project is located on the east side of 83rd Avenue SE, ¼ mile south of its intersection with 84th Street NE (Getchell Road), just east of the Marysville city limits.

ACREAGE: 18.12 acres

NUMBER OF LOTS: 68

AVERAGE LOT SIZE: 6,071 square feet

MINIMUM LOT SIZE: 4,823 square feet

DENSITY: 3.75 du/ac (gross)
7.08 du/ac (net)

ZONING: CURRENT: R-9,600
PROPOSED: R-7,200

COMPREHENSIVE PLAN DESIGNATION:

General Policy Plan Designation: Urban Low Density Residential (4-6 du/ac)
Subarea Plan: Marysville
Subarea Plan Designation: Rural (1 du/ 2.3 ac)

UTILITIES:

Water/Sewer: City of Marysville

SCHOOL DISTRICT: Marysville No. 25

FIRE DISTRICT: No. 22

SELECTED AGENCY RECOMMENDATIONS:

Department of:

Planning and Development Services (PDS): Approval subject to conditions
Public Works (DPW): Approval subject to conditions

INTRODUCTION

The applicant filed the Master Application on December 28, 2004. (Exhibit 1)

The Department of Planning and Development Services (PDS) gave proper public notice of the open record hearing as required by the county code. (Exhibits 21, 22 and 23)

A SEPA determination was made on February 24, 2006. (Exhibit 20) No appeal was filed.

The Examiner held an open record hearing on March 29, 2006, the 107th day of the 120-day decision making period. Witnesses were sworn, testimony was presented, and exhibits were entered at the hearing.

PUBLIC HEARING

The public hearing commenced on March 29, 2006 at 10:04 a.m.

1. The Examiner announced that he had read the PDS staff report, reviewed the file and viewed the area and therefore was generally apprised of the particular request involved.
2. The applicant, Jacqueline Ridge, LLC, was represented by Laurey Tobiason of Tobiason & Company. Snohomish County was represented by Bob Pemberton of the Department of Planning and Development Services.

3. No member of the public participated in this matter by letter or testimony. A part-owner of the subject site, Jay A. Ferrell, by letter dated March 22, 2006, challenged wetland delineations on the subject site but those contested delineations did not adversely affect the requested lot yield or any other aspect of the proposal.

The hearing concluded at 10:18 a.m.

NOTE: For a complete record, an electronic recording of this hearing is available in the Office of the Hearing Examiner.

FINDINGS, CONCLUSIONS AND DECISION

FINDINGS OF FACT

Based on all the evidence of record, the following findings of fact are entered.

1. The master list of exhibits and witnesses which is a part of this file and which exhibits were considered by the Examiner, is hereby made a part of this file as if set forth in full herein.
2. The PDS staff report has correctly analyzed the nature of the application, the issues of concern, the application's consistency with adopted codes and policies and land use regulations, and the State Environmental Policy Act (SEPA). That staff report is hereby adopted by the Examiner as if set forth in full herein.
3. The request is for a rezone of 18.12 acres from R-9,600 to R-7,200 in order to construct a 68-lot subdivision along with a landscape modification. Average weekday vehicle trips are 622, with 49 being a.m. peak hour trips and 66 being p.m. peak hour trips.
4. The project would comply with park mitigation requirements under Chapter 30.66A SCC by the payment of \$1,040.00 for each new single-family home.
5. The DPW reviewed the request with regard to traffic mitigation and road design standards. This review covered Title 13 SCC and Chapter 30.66B SCC as to road system capacity, concurrency, inadequate road conditions, frontage improvements, access and circulation, and dedication/deeding of right-of-way, state highway impacts, impacts on other streets and roads, and Transportation Demand Management. As a result of this review, the DPW has determined that the development is concurrent and has no objection to the requests subject to various conditions.
6. School mitigation requirements under Chapter 30.66C SCC have been reviewed and set forth in the conditions.
7. Wetlands lie in the southwest corner, the west/central area and the northeast corner of the subject site. All those areas will be preserved and protected with buffers as Native Growth Protection Areas but for limited road intrusions. On site investigation demonstrates compliance with the Critical Area Ordinance (SCC 30.62).

8. The PDS Engineering Division has reviewed the concept of the proposed grading and drainage and recommends approval of the project subject to conditions, which would be imposed during full detailed drainage plan review pursuant to Chapter 30.63A SCC.
9. The Snohomish County Health District has no objection to this proposal provided that public water and sewer are furnished. Public water and sewer service and electrical power will be available for this development.
10. The property is designated Urban Low Density Residential (ULDR 4-6 du/ac) on the General Policy Plan (GPP) Future Land Use Map (FLUM) and is located within an Urban Growth Area (UGA). Land in this category may be developed at a density of 4-6 du/ac and one of the implementing zones is the R-7,200 zone which is the case here.
11. The proposed use (single-family detached development) is essentially compatible with existing single-family detached developments on larger lots. Because the property is within a UGA, policies were adopted to promote urban densities of development. A comparison with the present lower density character of much of the area is inappropriate since the present density of development in much of the surrounding area is inconsistent with both the adopted comprehensive plans and the present zoning.
12. The request complies with the Snohomish County Subdivision Code, Chapter 30.41A SCC as well as the State Subdivision Code, RCW 58.17. The proposed plat complies with the established criteria therein and makes the appropriate provisions for public, health, safety and general welfare, for open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds, and other planning features including safe walking conditions for students.
13. Chapter 30.42A covers rezoning requests and applies to site-specific rezone proposals that conform to the Comprehensive Plan. The decision criteria under SCC 30.42A.100 provides as follows:

The hearing examiner may approve a rezone only when all the following criteria are met:

- (1) the proposal is consistent with the comprehensive plan;
- (2) the proposal bears a substantial relationship to the public health, safety, and welfare; and
- (3) where applicable, minimum zoning criteria found in Chapters 30.31A through 30.31F SCC are met.

It is the finding of the Examiner that the request meets these requirements generally and should be approved.

14. The applicant requests a modification of the landscaping requirements of SCC 30.25 in order to use native growth protection area enhancement plantings to substitute for detention pond landscaping and to let existing forest (augmented) provide adequate landscaping for the detention pond. PDS recommends approval and the Hearing Examiner concurs.
15. The request is consistent with Section 30.70.100 SCC (Section 32.50.100 SCC), which requires, pursuant to RCW 36.70B.040, that all project permit applications be consistent with the GMACP, and GMA-based county codes.
16. Any finding of fact in this decision which should be deemed a conclusion is hereby adopted as such.

CONCLUSIONS OF LAW

Based on the findings of fact entered above, the following conclusions of law are entered.

1. The Examiner having fully reviewed the PDS staff report, hereby adopts said staff report as properly setting forth the issues, the land use requests, consistency with the existing regulations, policies, principles, conditions and their effect upon the request. It is therefore hereby adopted by the Examiner as a conclusion as if set forth in full herein, in order to avoid needless repetition. There are no changes to the recommendations of the staff report.
2. The Department of Public Works recommends that the request be approved as to traffic use subject to conditions specified below herein.
3. The request is consistent with the (1) GMACP, GMA-based County codes, (2) the type and character of land use permitted on the site, (3) the permitted density, and (4) the applicable design and development standards.
4. The request is for a rezone and therefore must comply with Chapter 30.42A. This is a site specific rezone that conforms to the Comprehensive Plan. Because no evidence was submitted contrary to the requirements of Chapter 30.42A, the application is presumed to meet these requirements.
5. The conclusions of law immediately above herein are entered with awareness of the public concerns expressed in this record. However, the higher density infill in lieu of sprawl implements the applicable law and policies.
6. The request should be approved subject to compliance by the applicant with the following conditions:

CONDITIONS

- A. The preliminary plat received by PDS on October 12, 2005 (Exhibit 16) shall be the approved plat configuration. Changes to the approved plat are governed by SCC 30.41A.330.
- B. Prior to initiation of any further site work; and/or prior to issuance of any development/construction permits by the county:
 - i. All site development work shall comply with the requirements of the plans and permits approved pursuant to Condition A, above.
 - ii. The plattor shall mark with temporary markers in the field the boundary of all Native Growth Protection Areas (NGPA) required by Chapter 30.62 SCC, or the limits of the proposed site disturbance outside of the NGPA, using methods and materials acceptable to the county.
 - iii. A final mitigation plan based on the conceptual Critical Area Study and Innovative Development Design Map for Jacqueline Ridge prepared by Wetland Resources, Inc., Revision #3 dated October 7, 2005 (Exhibit 18) shall be submitted for review and approval during the construction plan review phase of this project.

C. The following additional restrictions and/or items shall be indicated on the face of the final plat:

i. "The lots within this subdivision will be subject to school impact mitigation fees for the Marysville School District No. 25 to be determined by the certified amount within the Base Fee Schedule in effect at the time of building permit application, and to be collected prior to building permit issuance, in accordance with the provisions of SCC 30.66C.010. Credit shall be given for three existing parcels. Lots 1, 2 and 3 shall receive credit."

ii. Chapter 30.66B SCC requires the new lot mitigation payments in the amounts shown below for each single-family residential building permit:

\$1,932.13 per lot for mitigation of impacts on county roads paid to the County,

\$74.60 per lot for transportation demand management paid to the County,

\$206.50 per lot for mitigation of impacts on the City of Arlington streets paid to the city. Proof of payment shall be provided.

\$1,227.06 per lot for mitigation of impacts on the City of Marysville streets paid to the City. Proof of payment shall be provided.

The developer of this subdivision has elected to defer these payment obligations to a time preceding building permit issuance. Notice of these mitigation payment obligations shall be contained in any deeds involving this subdivision or the lots therein. Once building permit has been issued all mitigation payments shall be deemed paid.

iii. Thirty feet of right-of-way shall be dedicated to the City of Marysville on the final recorded plat from the centerline of 83rd Avenue NE along the parcel's frontage on east side of 83rd Avenue NE along with a 25-foot radius right-of-way to accommodate the curbs at the development's accesses to 83rd Avenue NE, [SCC 30.66B.510].

iv. All Critical Areas shall be designated Native Growth Protection Areas (NGPA) with the following language on the face of the plat;

"All NATIVE GROWTH PROTECTION AREAS shall be left permanently undisturbed in a substantially natural state. No clearing, grading, filling, building construction or placement, or road construction of any kind shall occur, except removal of hazardous trees. The activities as set forth in UDC 30.91N.010 are allowed when approved by the County."

v. The developer shall pay the County \$1,040.00 per new dwelling unit as mitigation for parks and recreation impacts in accordance with Chapter 30.66A SCC; provided, however, the developer may elect to postpone payment of the mitigation requirement until issuance of a building permit for that lot. The election to postpone payment shall be noted by a covenant placed on the face of the recorded plat and included in the deed for each affected lot within the subdivision.

D. Prior to recording of the final plat:

i. Urban frontage improvements shall be constructed along the parcel's frontage on 83rd Avenue NE to the specifications of the Department of Public Works. [SCC 30.66B.410]

- ii. Pedestrian Facilities shall be constructed to the specifications of the Department of Public Works throughout the development [EDDS].
- iii. A school pedestrian waiting area with a dimension of 10 feet by 15 feet shall have been constructed to the specifications of Department of Public Works at the intersection of the new access with 83rd Avenue NE.
- iv. Native Growth Protection Area boundaries (NGPA) shall have been permanently marked on the site prior to final inspection by the county, with both NGPA signs and adjacent markers which can be magnetically located (e.g.: rebar, pipe, 20 penny nails, etc.). The plat may use other permanent methods and materials provided they are first approved by the county. Where an NGPA boundary crosses another boundary (e.g.: lot, tract, plat, road, etc.), a rebar marker with surveyors' cap and license number must be placed at the line crossing.

NGPA signs shall have been placed no greater than 100 feet apart around the perimeter of the NGPA. Minimum placement shall include one Type 1 sign per wetland, and at least one Type 1 sign shall be placed in any lot that borders the NGPA, unless otherwise approved by the county biologist. The design and proposed locations for the NGPA signs shall be submitted to the Land Use Division for review and approval prior to installation.

- v. The final wetland mitigation plan shall be completely implemented.

E. In conformity with applicable standards and timing requirements:

- i. The preliminary landscape plan (Exhibit 24) shall be implemented. All required detention facility landscaping shall be installed in accordance with the approved landscape plan.

F. All development activity shall conform to the requirements of Chapter 30.63A SCC.

Nothing in this permit/approval excuses the applicant, owner, lessee, agent, successor or assigns from compliance with any other federal, state or local statutes, ordinances or regulations applicable to this project.

Preliminary plats which are approved by the county are valid for five (5) years from the date of approval and must be recorded within that time period unless an extension has been properly requested and granted pursuant to SCC 30.41A.300.

- 7. Any conclusion in this decision which should be deemed a finding of fact is hereby adopted as such.

DECISION

Based on the findings of fact and conclusions of law entered above, the decision of the Hearing Examiner on the application is as follows:

The requests for a preliminary plat for a 68-lot subdivision and rezone from Residential-9,600 to Residential-7,200 along with a Landscape Modification are hereby **CONDITIONALLY APPROVED**, subject to the conditions set forth in Conclusion No. 6 above.

Decision issued this 13th day of April, 2006.


Ed Good, Deputy Hearing Examiner

EXPLANATION OF RECONSIDERATION AND APPEAL PROCEDURES

The decision of the Hearing Examiner is final and conclusive with right of appeal to the County Council. However, reconsideration by the Examiner may also be sought by one or more parties of record. The following paragraphs summarize the reconsideration and appeal processes. For more information about reconsideration and appeal procedures, please see Chapter 30.72 SCC and the respective Examiner and Council Rules of Procedure.

Reconsideration

Any party of record may request reconsideration by the Examiner. A petition for reconsideration must be filed in writing with the Office of the Hearing Examiner, 2nd Floor, County Administration-East Building, 3000 Rockefeller Avenue, Everett, Washington, (Mailing Address: M/S #405, 3000 Rockefeller Avenue, Everett WA 98201) on or before **APRIL 24, 2006**. There is no fee for filing a petition for reconsideration. **"The petitioner for reconsideration shall mail or otherwise provide a copy of the petition for reconsideration to all parties of record on the date of filing."** [SCC 30.72.065]

A petition for reconsideration does not have to be in a special form but must: contain the name, mailing address and daytime telephone number of the petitioner, together with the signature of the petitioner or of the petitioner's attorney, if any; identify the specific findings, conclusions, actions and/or conditions for which reconsideration is requested; state the relief requested; and, where applicable, identify the specific nature of any newly discovered evidence and/or changes proposed by the applicant.

The grounds for seeking reconsideration are limited to the following:

- (a) The Hearing Examiner exceeded the Hearing Examiner's jurisdiction;
- (b) The Hearing Examiner failed to follow the applicable procedure in reaching the Hearing Examiner's decision;
- (c) The Hearing Examiner committed an error of law;
- (d) The Hearing Examiner's findings, conclusions and/or conditions are not supported by the record;
- (e) New evidence which could not reasonably have been produced and which is material to the decision is discovered; or
- (f) The applicant proposed changes to the application in response to deficiencies identified in the decision.

Petitions for reconsideration will be processed and considered by the Hearing Examiner pursuant to the provisions of SCC 30.72.065. Please include the County file number in any correspondence regarding this case.

Appeal

An appeal to the County Council may be filed by any aggrieved party of record. Where the reconsideration process of SCC 30.72.065 has been invoked, no appeal may be filed until the reconsideration petition has been disposed of by the hearing examiner. An aggrieved party need not file a petition for reconsideration but may file an appeal directly to the County Council. If a petition for reconsideration is filed, issues subsequently raised by that party on appeal to the County Council shall be limited to those issues raised in the petition for reconsideration. Appeals shall be addressed to the Snohomish County Council but shall be filed in writing with the Department of Planning and Development Services, 2nd Floor, County Administration-East Building, 3000 Rockefeller Avenue, Everett, Washington (Mailing address: M/S #604, 3000 Rockefeller Avenue, Everett, WA 98201) on or before APRIL 27, 2006 and shall be accompanied by a filing fee in the amount of five hundred dollars (\$500.00); PROVIDED, that the filing fee shall not be charged to a department of the County or to other than the first appellant; and PROVIDED FURTHER, that the filing fee shall be refunded in any case where an appeal is dismissed without hearing because of untimely filing, lack of standing, lack of jurisdiction or other procedural defect. [SCC 30.72.070]

An appeal must contain the following items in order to be complete: a detailed statement of the grounds for appeal; a detailed statement of the facts upon which the appeal is based, including citations to specific Hearing Examiner findings, conclusions, exhibits or oral testimony; written arguments in support of the appeal; the name, mailing address and daytime telephone number of each appellant, together with the signature of at least one of the appellants or of the attorney for the appellant(s), if any; the name, mailing address, daytime telephone number and signature of the appellant's agent or representative, if any; and the required filing fee.

The grounds for filing an appeal shall be limited to the following:

- (a) The decision exceeded the Hearing Examiner's jurisdiction;
- (b) The Hearing Examiner failed to follow the applicable procedure in reaching his decision;
- (c) The Hearing Examiner committed an error of law; or
- (d) The Hearing Examiner's findings, conclusions and/or conditions are not supported by substantial evidence in the record. [SCC 30.72.080]

Appeals will be processed and considered by the County Council pursuant to the provisions of Chapter 30.72 SCC. Please include the County file number in any correspondence regarding the case.

Staff Distribution:

Department of Planning and Development Services: Bob Pemberton
Department of Public Works: Andrew Smith

The following statement is provided pursuant to RCW 36.70B.130: "Affected property owners may request a change in valuation for property tax purposes notwithstanding any program of revaluation." A copy of this Decision is being provided to the Snohomish County Assessor as required by RCW 36.70B.130.

Parties of Record Register
04 121555 SD JACQUELINE RIDGE
HRG: 3/29/06
04121555 KW UPDATED 4/11/06(KD)

JACQUELINE RIDGE LLC
2717 ROCKEFELLER AV
EVERETT WA 98201

SNO CO PUD NO 1
DEAN SAKSANA
PO BOX 1107
EVERETT WA 98206-1107

SNO CO DEPT OF PUBLIC WORKS
ANDREW SMITH
3000 ROCKEFELLER AVE M/S 607
EVERETT WA 98201

SNO CO DEPT OF PLAN & DEV SERV
BOB PEMBERTON
3000 ROCKEFELLER AVE M/S 604
EVERETT WA 98201

TOBIASON & CO INC
LAUREY TOBIASON
506 NE 73RD ST #1-A
SEATTLE WA 98115

JOHN & LINDA FARMER
8205 83RD AVE NE
MARYSVILLE WA 98270

JAY A FERRELL
8119 83RD AVE NE
MARYSVILLE WA 98270

CENTEX HOMES
KEN WILLIAMS
11241 SLATER AVE NE, SUITE 100
KIRKLAND WA 98033

MARYSVILLE SCHOOL DISTRICT
JOHN BINGHAM
4220 80TH ST NE
MARYSVILLE WA 98270

WA STATE DEPT OF NATURAL RES
TODD OLSON
919 N TOWNSHIP ST
SEDRO WOOLLEY WA 98284-9384

CITY OF ARLINGTON
YVONNE PAGE
238 OLYMPIC AVE
ARLINGTON WA 98223

CITY OF MARYSVILLE
DERYL TAYLOR & LIBBY GRAGE
80 COLUMBIA AVE
MARYSVILLE WA 98270

JAY FERRELL
141 E 2ND AVE
SALT LAKE CITY UT 84103

LEGAL DESCRIPTION

TRACTS A-D, INCLUDING PLAT OF JACQUELINE RIDGE, PHASE 2, ACCORDING TO THE PLAT THEREOF RECORDED UNDER AUDITOR'S FILE NUMBER 200818729248, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS IN FEE SIMPLE OF THE LAND HEREBY PLATTED AND DESCRIBED HEREIN, DO HEREBY DEDICATE TO THE PUBLIC THE RIGHT OF EASE AND ACCESS TO THE PUBLIC FOR EVER ALL AVENUES, STREETS, PLACES, SEWER EASEMENTS, OR WHATEVER PUBLIC PROPERTY THERE IS SHOWN ON THE PLAT AND THE USE FOR ANY AND ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC USE, INCLUDING BUT NOT LIMITED TO THE USES OF HIGHWAYS, STREETS, ALLEYS, SIDEWALKS, PARKS, PLAZAS, BLOCKS, TRAILS, AND OTHER PUBLIC PURPOSES. ALSO, WE HEREBY SHOW ON THIS PLAT IN THE REASONABLE ORIGINAL CAPACITY OF OURS THE STREETS, ALLEYS, SIDEWALKS, TRAILS, AND OTHER PUBLIC PURPOSES, ALSO THE RIGHT TO DRAIN ALL STREETS OVER AND ACROSS ANY LOT OR LOTS WHERE WATER MIGHT TAKE A NATURAL COURSE AFTER THE STREET OR STREETS ARE GRADED. ALSO, ALL CLAIMS FOR DAMAGE AGAINST ANY PERSON OR PERSONS, INCLUDING BUT NOT LIMITED TO THE OWNERS OF SAID ROADS, FOLLOWING ORIGINAL REASONABLE GRADING OF THE ROADS AND WAYS SHOWN HEREON, NO DRAINAGE WATERS ON ANY LOT OR LOTS SHALL BE DIVERTED OR BLOCKED FROM THEIR NATURAL COURSE AND WE HEREBY WAIVE ANY AND ALL CLAIMS FOR DAMAGE AGAINST ANY PERSON OR PERSONS, INCLUDING BUT NOT LIMITED TO THE OWNERS OF SAID ROADS, FOLLOWING ORIGINAL REASONABLE GRADING OF THE ROADS. THE OWNER OF ANY LOT OR LOTS, PRIOR TO MAKING ANY ALTERATION IN THE DRAINAGE SYSTEM AFTER THE RECORDING OF THE PLAT, MUST MAKE APPLICATION TO AND RECEIVE APPROVAL FROM THE DIRECTOR OF THE DEPARTMENT OF PUBLIC UTILITIES AND CONSTRUCTION, ANY ENCLOSING OF DRAINAGE WATERS IN CULVERTS OR DRAINS OR ROUTING THEREOF ACROSS ANY LOT, SHALL BE UNDERSTOOD BY OR FOR THE OWNER OF ANY LOT, SHALL BE DONE BY AND AT THE EXPENSE OF THE SAID OWNER.

IN WITNESS WHEREOF, WE SET OUR HANDS AND SEALS THIS _____ DAY OF _____, 2009.

JACQUELINE RIDGE, LLC, COMPANY
 BY: ROBERT C. DOBLER
 ITS: MANAGER

ACKNOWLEDGMENTS

STATE OF WASHINGTON } 55
 COUNTY OF SNOHOMISH }

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT ROBERT C DOBLER 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 MANAGER OF JACQUELINE RIDGE, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: _____
 SIGNATURE: _____
 (PRINT NAME): _____
 NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
 RESIDING AT _____
 MY APPOINTMENT EXPIRES _____

STATE OF WASHINGTON } 55
 COUNTY OF SNOHOMISH }

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____ IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE/SHE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE/SHE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE _____ OF HORNSTREET BANK, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: _____
 SIGNATURE: _____
 (PRINT NAME): _____
 NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
 RESIDING AT _____
 MY APPOINTMENT EXPIRES _____

AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF HABLEY C. PAWLEY, THIS _____ DAY OF _____, 2009.
 AT _____ MINUTES PAST _____ OF PLATS, PAGE(S) _____
 AFN _____ RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

BY: _____
 DEPUTY COUNTY AUDITOR

AF # _____

APPROVALS

EXAMINED, FOUND TO BE IN CONFORMITY WITH APPLICABLE ZONING AND OTHER LAND USE CONTROLS, AND APPROVED THIS _____ DAY OF _____, 2009.

HAYOK, CITY OF HARRISVILLE _____
 ATTEST: CITY CLERK

EXAMINED AND APPROVED THIS _____ DAY OF _____, 2009.

CITY ENGINEER, CITY OF HARRISVILLE _____

EXAMINED AND APPROVED THIS _____ DAY OF _____, 2009.

COMMUNITY DEVELOPMENT DIRECTOR, CITY OF HARRISVILLE _____

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE PLAT OF JACQUELINE RIDGE, PHASE 3, IN THE CITY OF HARRISVILLE, SNOHOMISH COUNTY, WASHINGTON, HAS BEEN FULLY PAID AND DISCHARGED, INCLUDING 2009 _____ TAXES.

BY: _____
 DEPUTY TREASURER, SNOHOMISH COUNTY

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT OF JACQUELINE RIDGE, PHASE 3, IN THE CITY OF HARRISVILLE, SNOHOMISH COUNTY, WASHINGTON, WAS SURVEYED AND PLATTED IN ACCORDANCE WITH THE PROVISIONS OF THE STATUTES AND PLATTING REGULATIONS. THAT THE COURSES AND DISTANCES ARE SHOWN CORRECTLY HEREON; THAT THE MONUMENTS WILL BE SET AND LOT, BLOCK, AND TRACT CORNERS WILL BE STAKED CORRECTLY ON THE GROUND, AS SHOWN HEREON; AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF THE STATUTES AND PLATTING REGULATIONS.

HABLEY C. PAWLEY, SURVEYOR
 LICENSE NO. 3800
 STATE OF WASHINGTON
 DATE _____

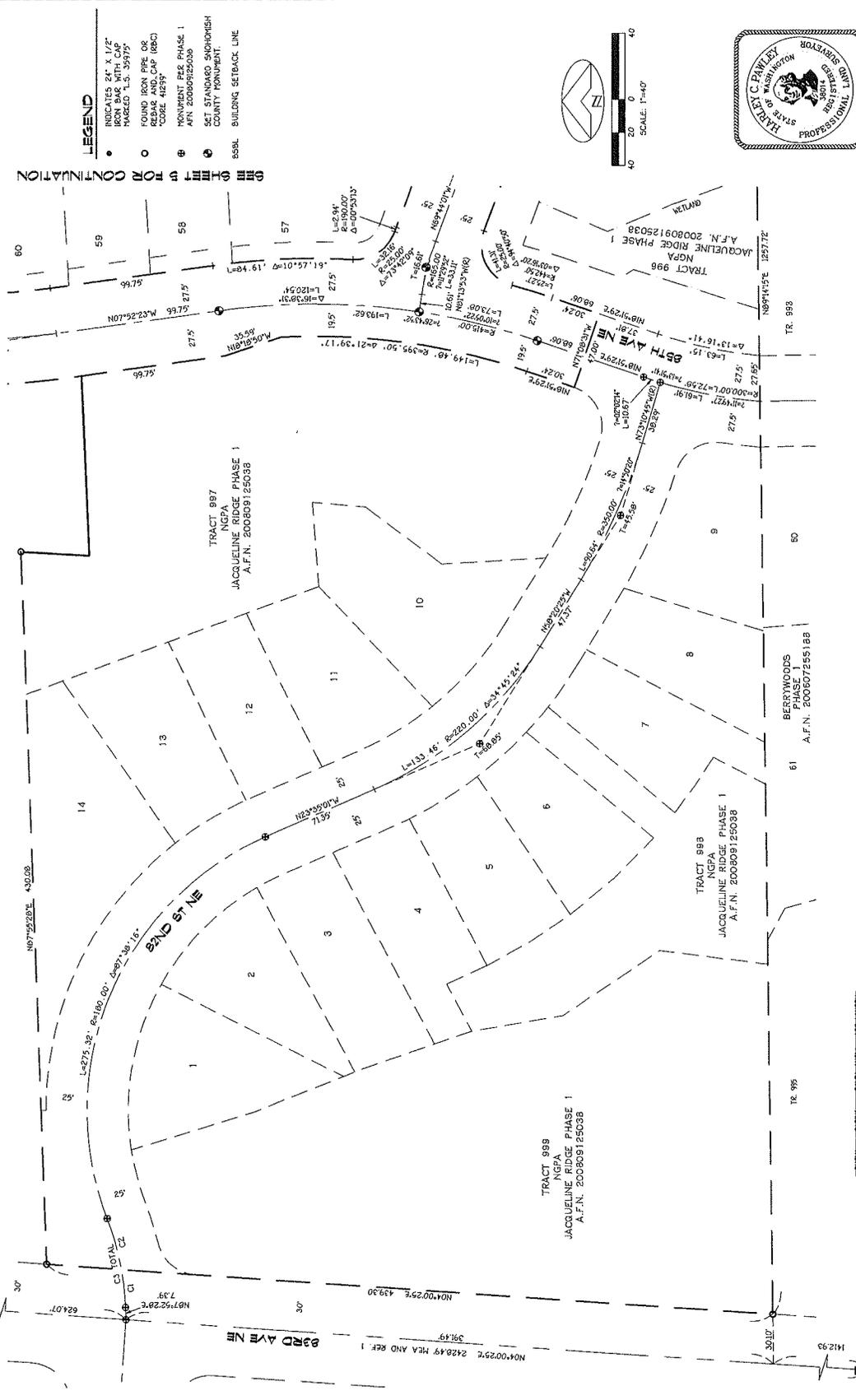


JACQUELINE RIDGE, PHASE 3
 04-121555 SD/PA-06-029PH3
 NW 1/4 - SW 1/4 SEC. 24, TWP. 30 N. R. 5 E. W4,
 SNOHOMISH COUNTY, WASHINGTON

4531, (ALPHA SUBDIVISION PRODS. INC.)
 4727-A EVERGREEN WAY EVERETT, WA 98203 (425) 252-1894

JACQUELINE RIDGE PHASE 3
 A PORTION OF THE NW 1/4, OF THE SW 1/4, SECTION 24, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.1.
 CITY OF MARYSVILLE, SNOHOMISH COUNTY, WASHINGTON

SEE SHEET 6 FOR CONTINUATION



- LEGEND**
- INDICATES 2" X 1/2" IRON BOLT WITH CAP NEEDED - L.S. 59715
 - FOUND IRON PIPE OR FOUND IRON CAP (RBC) CODE: 42595
 - ⊕ MONUMENT, REG. PHASE 1 A.F.N. 200809125038
 - ⊕ 652 STAKES, SNOHOMISH COUNTY MONUMENT
 - 899L BUILDING SETBACK LINE



JACQUELINE RIDGE PHASE 3
04-121555 SD/PA-06-025PH3
 NW 1/4, SW 1/4 SEC. 24, TWP. 30 N., RGE. 5 E. W.1.

A.S.P.I. (ALPHA SURVEYING PRODS INC.)
 4727-A EVERGREEN WAY EVERETT, WA 98203 (425) 232-1884
 254955-PR463.DWG

CURVE	CHORD	DELTA ANGLE	ARC LENGTH
C1	165.00'	171°18'	230.3'
C2	165.00'	171°25'	31.96'
C3	165.00'	170°45'	34.93'

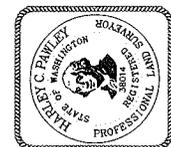
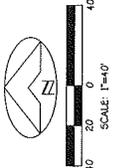
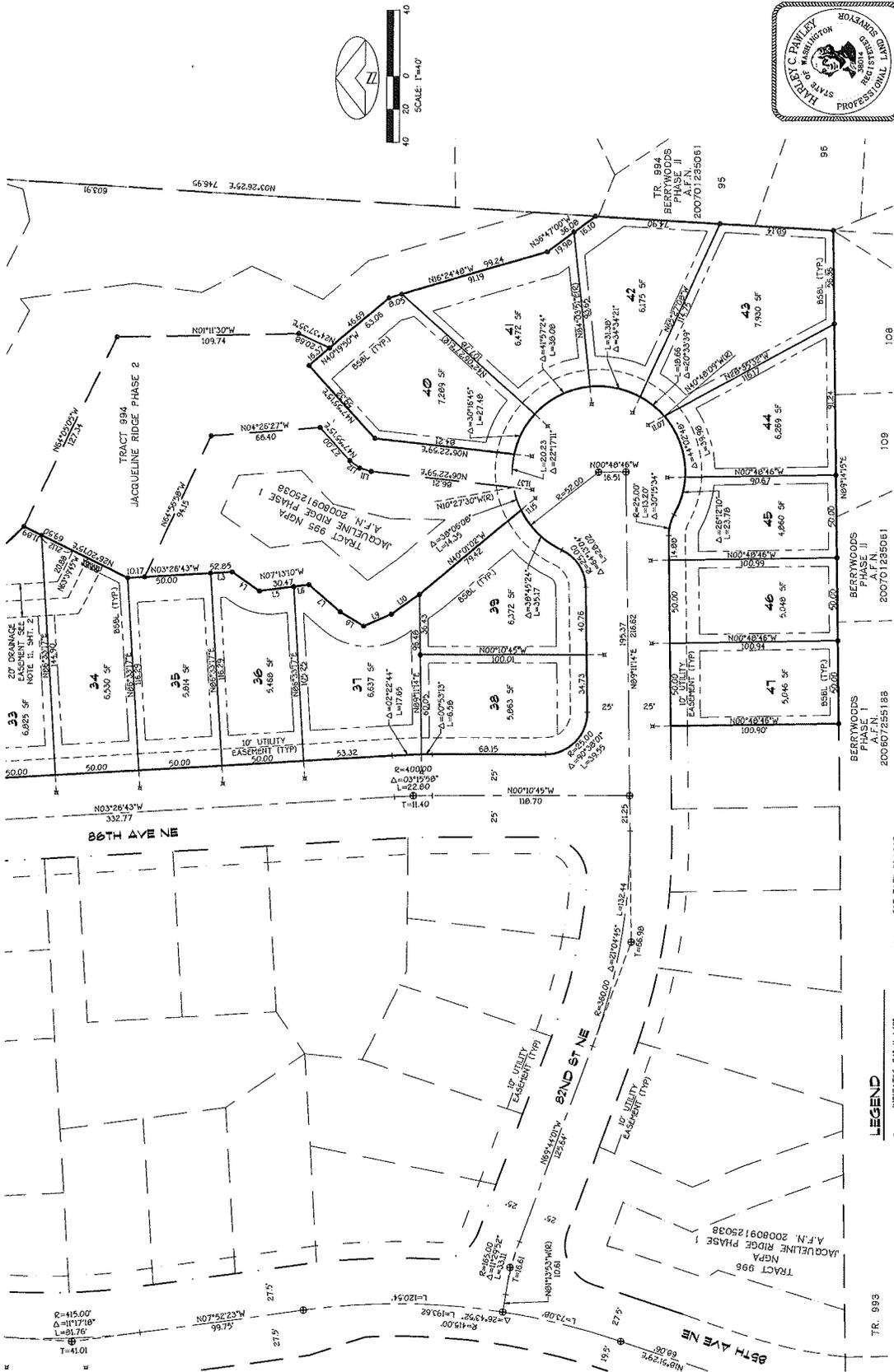
FOUND 1 3/4" BRASS DISK WITH PUNCH IN CASE MONUMENT DOWN TO 4" IN CASE

FOUND 2 BRASS DISKS WITH PUNCH IN CASE MONUMENT DOWN TO 3" IN CASE

JACQUELINE RIDGE PHASE 3
 A PORTION OF THE NW 1/4, OF THE SW 1/4, SECTION 24, TOWNSHIP 30 NORTH, RANGE 5 EAST, W4.
 CITY OF HARRISVILLE, SNOHOMISH COUNTY, WASHINGTON

SEE SHEET 6 FOR CONTINUATION

SEE SHEET 4 FOR CONTINUATION



- SET TAKE IN LEAD
- W/ WASHER STAMPED 'ASPI'
- 1/2" DIA. IRON BAR WITH CAP
- MARKED 'L.B. 39175'
- EXCEEDED 1075 FEET
- UNLESS SHOWN OTHERWISE:
- 858L BUILDING SETBACK LINE

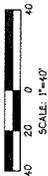
- INDICATES 24" X 1/2"
- IRON BAR WITH CAP
- MARKED 'L.B. 39175'
- FOUND IRON PIPE OR
- 2" DIA. IRON PIPE (RSC)
- 2" DIA. IRON PIPE (RSC)
- MONUMENT SEE PHASE 1
- FOR 20080912508
- SET STANDARD SNOHOMISH
- COUNTY MONUMENT.

LINE	BEARING	DISTANCE
L1	N03°26'43"W	332.77
L2	N03°26'43"W	50.00
L3	N03°26'43"W	50.00
L4	N03°26'43"W	50.00
L5	N03°26'43"W	50.00
L6	N03°26'43"W	50.00
L7	N03°26'43"W	50.00
L8	N03°26'43"W	50.00
L9	N03°26'43"W	50.00

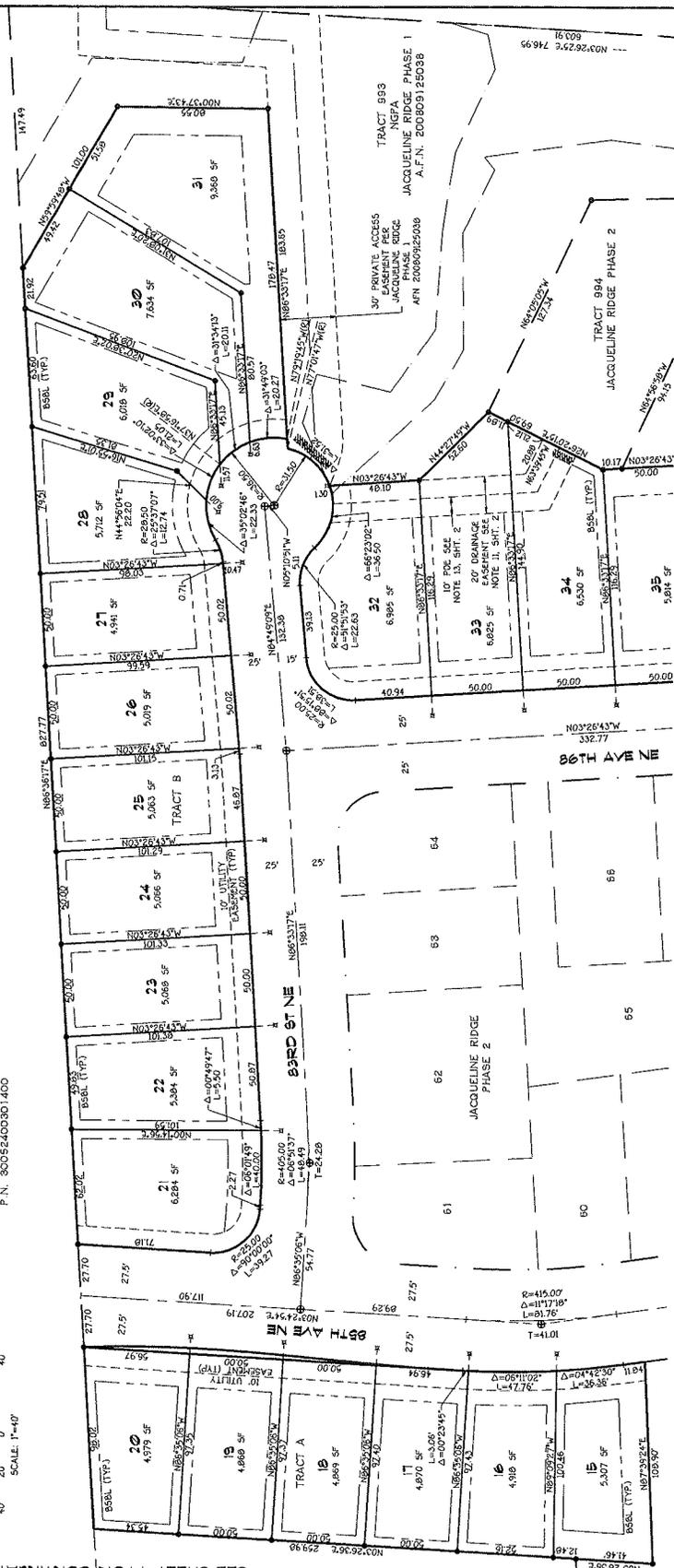
JACQUELINE RIDGE PHASE 3
 04-121555 SD/PA-06-029PH3
 NW 1/4, SW 1/4 SEC. 24, TWP. 30 N. R. 5 E. W4.
 SNOHOMISH COUNTY, WASHINGTON

JACQUELINE RIDGE PHASE 3
 A PORTION OF THE NW 1/4, OF THE SW 1/4, SECTION 24, TOWNSHIP 30 NORTH, RANGE 5 EAST, WA1.
 CITY OF PARISVILLE, SNOHOMISH COUNTY, WASHINGTON

UNPLATTED
 P. N. 80052400301400



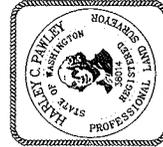
SEE SHEET A FOR CONTINUATION



SEE SHEET B FOR CONTINUATION

LEGEND

- INDICATES 24" X 1/2" IRON BAR WITH CAP MARKED "L.S. 39975"
- FOUND IRON PIPE OR REBAR AND CAP (REC) CORE 4253"
- ⊕ SET STANDARD SNOHOMISH COUNTY MONUMENT.
- ⊞ SET TACK N LEAD W/WASHER STAMPED "ASHI EXTENDED 1079 FEET UNLESS SHOWN OTHERWISE.
- BSBL BUILDING SETBACK LINE



BASIS OF BEARINGS
 N04°07'25" BETWEEN THE MONUMENTS FOUND IN PLACE BETWEEN THE SOUTHWEST CORNER AND THE SOUTHWEST CORNER OF SECTION 24, TOWNSHIP 30 NORTH, RANGE 5 EAST, WA1 PER REF. 1.

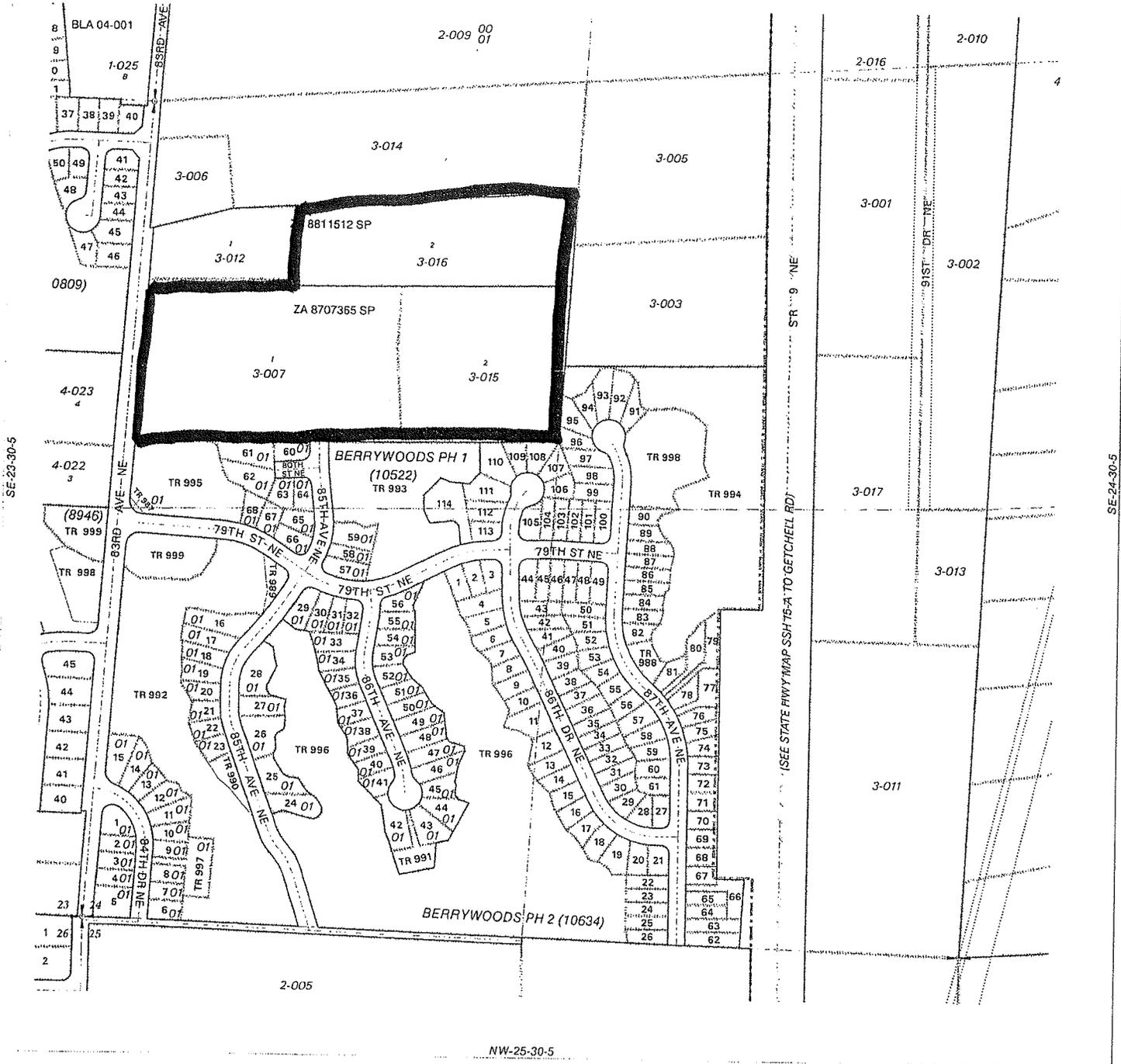
JACQUELINE RIDGE PHASE 3
04-121555 SD/PA-06-029PH3
 NW 1/4, SW 1/4 SEC. 24, TWP. 30 N. RGE. 5 E. WA1
SNOHOMISH COUNTY, WASHINGTON

QUARTER SECTION TOWNSHIP N.W.B.L. RANGE E.W.M.
SW 24 30 5

NW-24-30-5

A product of the Snohomish County Assessor's Office
 Map produced on May 04, 2008

THIS IS A MAP FOR INFORMATIONAL PURPOSES ONLY. IT IS NOT A GUARANTEE OF ACCURACY. THE ASSessor'S OFFICE DOES NOT WARRANT THE ACCURACY OF THE DATA OR THE RESULTS OF THE DATA. THE ASSessor'S OFFICE IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS. THE ASSessor'S OFFICE IS NOT RESPONSIBLE FOR ANY DAMAGES, INCLUDING CONSEQUENTIAL DAMAGES, ARISING FROM THE USE OF THIS MAP.



LEGAL DESCRIPTION

TRACTS A-D, INCLUSIVE PLAT OF JACQUELINE RIDGE, PHASE 2, ACCORDING TO THE PLAT THEREOF RECORDED UNDER AUDITOR'S FILE NUMBER 200812175268, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.



COMMUNITY DEVELOPMENT DEPARTMENT
 80 Columbia Avenue, Marysville, WA 98270
 (360) 363-8100, (360) 651-5099 FAX

FINAL PLAT CHECK LIST

Plat Name:	Jacqueline Ridge Phase 3	PA# 2A	04121555
------------	--------------------------	--------	----------

Item	Department	Initials	Date
1. Plat Map- Checked & Approved	Land Dev.	RJ	12/8/08
	Planning	JBT	6/25/09
2. Letter of Segregation to Assessor	Planning	JBT	6/25/09
3. Water System/Sewer System			
Letter of Acceptance	Const. Insp.	N/A: Phase II	
Asbuilts – Including Digital Files	Const. Insp.	N/A: Phase II	
Bill(s) of Sale	Const. Insp.	N/A: Phase II	
Maintenance and Warranty Funding	Const. Insp.	N/A: Phase II	
4. Road/Storm Sewer			
Letter of Acceptance	Const. Insp.	N/A: Phase II	
Asbuilts – Including Digital Files	Const. Insp.	N/A: Phase II	
Bill(s) of Sale	Const. Insp.	N/A: Phase II	
Maintenance and Warranty Funding	Const. Insp.	N/A: Phase II	
5. Performance Bond – Submitted/Approved			
(If Required - Road and Storm Drain Only)	Const. Insp.	N/A: Phase II	
6. Inspection Fees - Calculated and Paid	Const. Insp.	N/A: Phase II	
7. Final Plat Fee - Calculated and Paid	Planning	JBT	12/19/08
8. TIP Fees: Due prior to BP.	Planning	N/A	N/A
9. Parks Mitigation Fees: Due prior to BP.	Planning	N/A	N/A
10. School District Mitigation Fees: Due prior to BP.	Planning	N/A	N/A
11. Signage and Striping Installed	Const. Insp.	N/A: Phase II	
12. Final Grading and TESC Inspection	Const. Insp.	N/A: Phase II	

13. Satisfied Hearing Examiner's Conditions of Approval	Planning	JBT	12/19/08
14. Utility/Recovery/Main Fees	Land Dev.	AD	6/25/09
Cap fees due at bldg permit (Ord 2775)			
Plat Approved for Recording:			
Community Development Director: Cheryl Deegan for Isolava Kreschmer			
Date: 6/29/2009			
City Engineer: 			
Date: 6/29/09			
Note: The final plat will not be scheduled before the City Council until this checklist is complete.			

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 13, 2009

AGENDA ITEM: Human Services Contract Amendment for Ken Baxter Senior Center Services Program Clerk Funding	AGENDA SECTION:	
PREPARED BY: Jim Ballew	AGENDA NUMBER:	
ATTACHMENTS: Snohomish County Human Services Contract (Amended Basic Terms and Conditions)	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

DESCRIPTION:

The City has received financial assistance as a provider of senior services through the Ken Baxter Senior Center for several years. Funds in the amount of \$7,500 are received contributing towards the Program Clerk Position at the Center.

The County has recently revised its Basic Terms and Conditions based on legislative changes and the City has been asked to agree to changes by the amended agreement (attached).

The changes are referenced in the “Comparison Sheet” located behind the signature page of the agreement.

RECOMMENDED ACTION: Staff recommends the City Council authorize the Mayor to sign the Amended Basic Terms and Condition Agreement through the Snohomish County Human Services Department, providing for reimbursement of wages for the Program Clerk position at KBSCC.
--

COUNCIL ACTION:

BASIC TERMS AND CONDITIONS

BETWEEN

SNOHOMISH COUNTY

AND

CITY OF MARYSVILLE

THIS DOCUMENT of Basic Terms and Conditions, hereinafter referred to as the "Agreement," is entered into by and between Snohomish County, a political subdivision of the State of Washington, on behalf of its Human Services Department, hereinafter referred to as "County," and City of Marysville, hereinafter referred to as "Contractor."

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I. PURPOSE

It is the purpose of this document to establish appropriate basic terms and conditions which may be incorporated by reference into subsequent contracts between the County and the Contractor for social and health services funded in whole or in part by or through the County. This document has no independent force or effect.

II. DEFINITIONS

As used throughout this Agreement and any Contract incorporating this Agreement, unless specified otherwise, the following terms shall have the meanings set forth below:

- A. "Assignment" shall mean the act of transferring the rights and obligations of a party under this Agreement or any Contract to another not party to this Agreement or any Contract.
- B. "Acquisition costs" shall mean that amount expended for property, excluding interest, plus, in the case of property acquired with a trade-in, the book value (acquisition cost less the amount depreciated through the date of trade-in) of the property traded in. Property, which was expended when acquired, has a book value of zero when traded in.
- C. "BARS" shall mean the "Budgeting, Accounting, and Reporting System for Counties and Cities and Other Local Governments," as now or hereafter amended, issued by the Office of the State Auditor, State of Washington, and the BARS Manual Supplements issued by state agencies.
- D. "CFR" shall mean the Code of Federal Regulations. All references in this Agreement or any Contract to the CFR shall include any successor, amended, or replacement regulation.
- E. "Client" shall mean an individual who is eligible for or receiving services provided by the Contractor in connection with any Contract.

- F. "Contract" shall mean any agreement between the County and the Contractor that incorporates this Agreement by reference.
- G. "Contractor" shall mean the entity that is a party to this Agreement, and includes the Contractor's officers, directors, trustees, employees and/or agents unless otherwise stated in this Agreement. For purposes of this Agreement, neither the Contractor nor its officers, directors, trustees, employees or agents shall be considered an employee of the County.
- H. "Debarment" shall mean an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
- I. "Director" shall mean the Director of the Snohomish County Human Services Department and/or the delegate authorized in writing to act on the Director's behalf.
- J. "Equipment" shall mean tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.
- K. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996 (Pub. L. No. 104-191, 79 Stat. 1936), as codified at 42 U.S.C. §§ 1320d-d8, and its implementing regulations set forth at 45 CFR Parts 160 and 164.
- L. "Nonexpendable personal property" shall mean tangible personal property having a useful life of more than one year and an acquisition cost of \$500 or more per unit or unless stated differently in the Specific Terms of the Contract.
- M. "OMB" shall mean the federal Office of Management and Budget.
- N. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- O. "Personal property" shall mean property of any kind except real property.
- P. "RCW" shall mean the Revised Code of Washington. All references to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters and sections can be accessed at <http://slc.leg.wa.gov/>.
- Q. "Real property" shall mean any interest in land, including land improvements, structures, and appurtenances thereto, excluding movable machinery and equipment.
- R. "Regulation" shall mean any federal, state, or local regulation, rule, or ordinance.
- S. "Subcontract" shall mean any separate agreement or contract between the Contractor and a Subcontractor to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Agreement or any Contract.
- T. "Subcontractor" shall mean any person, partnership, corporation, association, or organization, not in the employment of the Contractor, who is performing under contract with the Contractor all or part of any services under any Contract

incorporating this Agreement. The term "Subcontractor" shall mean a subcontractor in any tier.

- U. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual who is a beneficiary of such a program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.
- V. "Supplies" shall mean all tangible personal property other than equipment.
- W. "Useful life" of property shall mean its useful life as based on the U.S. Department of Treasury, Internal Revenue Service, policies and regulations on depreciation for federal tax purposes, unless the Contractor can document to the written satisfaction of the County some different period.
- X. "Vendor" shall mean an entity that agrees to provide the amount and kind of services requested; provides services only for those determined to be eligible; and provides services on a fee-for-service or per-unit basis with contractual penalties if it fails to meet program performance standards.
- Y. "WAC" shall mean the Washington Administrative Code. All references to WAC chapters or sections shall include any successor, amended or replacement regulation. Pertinent WAC chapters or sections can be accessed at <http://slc.leg.wa.gov/>.

III. ASSIGNMENT AND DELEGATION

The Contractor shall not subcontract, assign, or delegate any rights or obligations under this Agreement or any Contract, either in whole or in part, without the prior express written approval of the County and the written assumption of the Contractor's obligations by the third party.

IV. SUBCONTRACTING

- A. The Contractor shall not subcontract work or services provided under any Contract without obtaining the prior express written authorization of the County.
- B. Subcontractors are prohibited from subcontracting for direct client services without the prior express written approval from the County.
- C. The Contractor shall be responsible for the acts and omissions of its Subcontractors.
- D. At the County's request, the Contractor will forward to the County copies of Subcontracts and fiscal, programmatic, and other material pertaining to Subcontracts.
- E. Every Subcontract entered into by the Contractor under any Contract shall be in writing and incorporate the following clauses of this Agreement, with word changes where appropriate to properly identify the parties to the Subcontract:
 - 1. Definitions;
 - 2. Assignment and delegation;
 - 3. Subcontracting;
 - 4. Duplication of effort;

5. Relationship of parties;
 6. Debarment and suspension;
 7. Conflicts of interest and kickbacks;
 8. Performance standards and licensing;
 9. Services provided in accordance with law, rule, and regulation;
 10. Nondiscrimination;
 11. Client grievance;
 12. Confidentiality;
 13. Records and reports;
 14. Rights in data;
 15. Right of inspection and access;
 16. Treatment of assets;
 17. Fiscal accountability standards;
 18. Audit requirements;
 19. Insurance;
 20. Bonding; and
 21. Indemnification.
- F. If the Contractor delegates responsibility for determining service recipient eligibility to the Subcontractor, the Subcontract shall include:
1. A provision acceptable to the County that specifies how eligibility will be determined.
 2. A provision acceptable to the County that specifies how service applicants and recipients will be informed of their right to a hearing in the case of:
 - a. Denial or termination of service; and/or
 - b. Failure to act upon a request for service with reasonable promptness.
 3. A provision acceptable to the County that states Subcontract termination shall not be grounds for a fair hearing for the service applicant or recipient under the terms of this section if:
 - a. Similar services are immediately available in the County; or
 - b. Termination was the result of termination under the clause of this Agreement captioned "Termination for Lack of Funding."
- G. The obligations, which shall be set forth in any Subcontract, include:
1. Performance of the Contractor's obligations under the Subcontract;
 2. Subcontracting with entities or persons that maintain appropriate license, certification or government approvals when required;

3. Responsibility for Subcontractor compliance with the Subcontract terms, including reporting procedures; and
4. Seeking appropriate administrative, contractual, or legal remedies for Subcontractor breach of Contract terms.

V. DUPLICATION OF EFFORT

The Contractor certifies that work to be performed under any Contract will not duplicate any work to be charged against any other contract, subcontract, or other source.

VI. RELATIONSHIPS OF PARTIES

The Contractor will perform the services under this Agreement and any Contract as an independent contractor and not as an agent, employee, or servant of the County or any state or federal agency. The Contractor, its agents and employees are not entitled to any benefits or rights enjoyed by employees of the County or any state or federal agency. The Contractor shall direct and control Contractor's own activities in providing services under this Agreement, any Contract, and any Subcontract approved by the County. The County shall only have the right to ensure performance. Nothing in this Agreement or any Contract shall be construed to render the parties partners or joint venturers.

VII. DEBARMENT AND SUSPENSION

All Contracts awarding federal resources are subject to the provisions of federal Executive Order 12549 and federal Executive Order 12689, "Debarment and Suspension," including any amendments, as follows:

- A. Contractors and Subcontractors must not make any award or permit any award (contract or subcontract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under federal Executive Order 12549 and federal Executive Order 12689, "Debarment and Suspension." Contractors shall consult and require their Subcontractors at any tier, when charged as direct cost, to consult the consolidated list of "Parties Excluded from Federal Procurement and/or Nonprocurement Programs" to assure that they do not award federal grant funds to listed parties in violation of the federal Executive Orders.
- B. If a Contractor believes that there are compelling reasons for making an award to a debarred, suspended, or voluntarily excluded person in a particular case, the Contractor may apply for a waiver from this requirement, pursuant to federal Executive Order 12549. Such waivers will be granted only in unusual circumstances upon the written determination, by an authorized federal agency official, of the compelling reasons justifying the participation.
- C. The Contractor, by signature to this Agreement and to each Contract into which it enters, certifies that the Contractor is not now or then presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement or that Contract by any federal department or agency. The Contractor also agrees to include the above requirement in all Subcontracts into which it enters, resulting directly from the Contractor's duty to provide services under this Agreement or any Contract.

VIII. CONFLICTS OF INTEREST AND KICKBACKS

- A. The Contractor's employees, subcontractors, and board or committee members shall not use, or give the appearance of using, their positions for the personal gain of themselves or those with whom they have family, business, or other ties.
- B. The Contractor's employees, subcontractors, and board or committee members shall not have or acquire any interest, direct or indirect, which would conflict with the performance of services under any Contract. The Contractor shall not employ or subcontract with persons who have conflicts of interest, nor appoint them as members of its governing board or advisory committee(s).
- C. Personnel and governing board or advisory committee policies of the Contractor shall include written standards of conduct governing conflict of interest and kickbacks.
- D. Gratuities in the form of entertainment, gifts, or otherwise offered by the Contractor or an agent or representative of the Contractor to any officer or employee of the County, with a view towards securing any Contract or securing favorable treatment with respect to the awarding, amending, or the making of any determination, will render any Contract voidable at the option of the County.
- E. The County may, by written notice to the Contractor, suspend or terminate any Contract in whole or in part if it is found that any of the following laws, or their successors, have been violated in obtaining this Agreement or any Contract, or in securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to this Agreement, any Contract or any contracts or Subcontracts entered by the Contractor or agencies contracting with the Contractor under authority of this Agreement:
 1. Misconduct of Public Officers, Chapter 42.20 RCW;
 2. Ethics in Public Service, Chapter 42.52 RCW;
 3. Kickbacks from Public Works Employees, 18 U.S.C. § 874.
- F. Additionally, the County may, by written notice, suspend or terminate any Contract in whole or in part with a Contractor that is local governmental entity if it is found that the Contractor has violated the Code of Ethics for Municipal Officers—Contract Interests, Chapter 42.23 RCW..

IX. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or agency has been employed or retained on a contingent fee for the purpose of seeking or obtaining this Agreement or any Contract. This does not apply to legitimate employees or an established commercial or selling agency maintained by the Contractor for the purpose of securing business. In the event of breach of this clause by the Contractor, the County may at its discretion:

- A. Terminate this Agreement and any Contract under the procedures discussed in Section XXXIX without any liability; or
- B. Deduct from the Contract price or consideration, or otherwise recover, the full amount of any such contingent fee.

C. Seek such other remedies as are legally available.

X. NONWAIVER OF COUNTY RIGHTS

The County's failure to insist upon the strict performance of any provision of this Agreement or any Contract, its failure to exercise any right based upon a breach thereof, or its acceptance of any defective performance shall not constitute a waiver of any rights under this Agreement or any Contract, unless stated to be such in writing signed by an authorized representative of the County and attached to the original Agreement or Contract.

XI. PERFORMANCE STANDARDS AND LICENSING

The Contractor shall comply with all applicable local, state, and federal licensing and accrediting requirements/standards and any other standards or criteria established by the County to assure the quality of services necessary for the performance of any Contract.

XII. SERVICES PROVIDED IN ACCORDANCE WITH LAW

The Contractor and the County shall comply with all applicable laws, rules, ordinances, codes, and regulations of local, state, and federal governments, as now existing or hereafter enacted or amended in the performance of any Contract.

XIII. NONDISCRIMINATION

During the performance of any Contract, the Contractor and its Subcontractor(s), if any, shall comply with federal and state laws against discrimination including, where applicable, the state funding agency's nondiscrimination plan. Nondiscrimination requirements include, but are not limited to:

A. Nondiscrimination in Employment:

1. The Contractor and its Subcontractor(s), if any, shall not discriminate against any employee or applicant for employment on the basis of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or other veterans' status, or mental or physical handicap.
2. The Contractor and its Subcontractor(s), if any, shall take affirmative action to ensure that employees are treated without discrimination on the basis of race, color, sex, sexual orientation, religion or national origin, creed, marital status, age, Vietnam era or other veterans' status, or mental or physical handicap. Such action shall include, but not be limited to, the following: promotion, demotion, transfer, termination, recruitment, advertising, training, apprenticeships, and rates of pay or other forms of compensation and benefits.
3. The Contractor and its Subcontractor(s), if any, shall agree to post in a conspicuous place available to employees and applicants, employment notices provided by the County setting forth the provisions of this nondiscrimination clause.
4. All solicitations, advertisements, or announcements for employees, volunteers, and board or advisory committee members will include reference to the Contractor's policy of nondiscrimination and affirmative action. Classified

advertisements shall include the initials "EEOC/AA". All other solicitations, advertisements, or announcements shall include the following statement:

All qualified applicants will receive consideration without regard to race, color, sex, sexual orientation, religion or national origin, creed, marital status, age, Vietnam era or other veterans' status, or mental or physical handicap.

5. All Subcontracts awarded in excess of \$10,000 by the Contractor or any Subcontractor shall contain a provision requiring compliance with federal Executive Order 11246 entitled "Equal Employment Opportunity," as amended by federal Executive Order 11375, and supplemented by 41 CFR Chapter 60.

B. Nondiscrimination in Client Services:

1. For qualified individuals, the Contractor and its Subcontractor(s), if any, shall not on the grounds of race, color, sex, sexual orientation, religion, creed, national origin, marital status, age, Vietnam era or other veterans' status, or mental or physical handicap:
 - a. Deny, restrict, limit, or treat differently the participation in and the delivery of services and/or benefits made available to others; or
 - b. Employ criteria or methods of (i) selection of recipients, individually or as a class or (ii) administering services and/or benefits that have the effect of subjecting individuals to discrimination or unequal treatment.
2. The Contractor and its Subcontractor(s), if any, shall abide by all provisions of Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112, 87 Stat. 355) (the "Rehabilitation Act"), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336, 104 Stat. 327, codified at 42 U.S.C. § 12101 et seq.) (the "ADA"), and any amendments, prohibiting discrimination against handicapped persons.
3. If assignment or subcontracting has been authorized by the County, the terms required in this Agreement and any additional appropriate safeguards against discrimination shall be included in the assignment or the Subcontract and shall be binding upon the Subcontractor in order to prohibit discrimination or unequal treatment. The Contractor shall ensure full compliance with the provisions of this clause.

XIV. NONCOMPLIANCE WITH NONDISCRIMINATION PLAN

In the event of the Contractor's noncompliance or refusal to comply with the nondiscrimination provisions in this Agreement, the County may rescind, cancel, suspend, or terminate any Contract, as described in Section XXXIX of this Agreement, in whole or in part, and declare the Contractor ineligible for further Contracts with the County. The County may, however, give the Contractor a reasonable time to cure the noncompliance, at the County's discretion.

XV. CLIENT GRIEVANCES

- A. The Contractor shall establish procedures through which applicants for and recipients of services under any Contract may present grievances concerning the activities of the Contractor or any Subcontractor(s) related to service delivery. The procedures shall be written and submitted to the County for approval. The

Contractor shall record and maintain in writing all grievances and actions taken to resolve them.

- B. The grievance procedures shall provide applicants and recipients with a review of the Contractor's decision before representatives of the Contractor. Applicants for, and recipients of, services described in the Statement of Work in any Contract shall be informed of these grievance procedures and their right to seek reconsideration from the Contractor or the Division Manager for the Snohomish County Human Services Department in the case of denial or termination of services and/or failure to act upon a request for services with reasonable promptness.
- C. If an applicant or recipient is dissatisfied with a response to a complaint by the Contractor or Division Manager for the Snohomish County Human Services Department, the applicant or recipient may request a review by the Director of the Snohomish County Human Services Department.

XVI. CONFIDENTIALITY

- A. The parties may use Personal Information and other information gained by reason of any Contract only for the purpose of the Contract. The County and Contractor shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information, with the prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other information gained by reason of any Contract as required by state and federal law and shall return or certify the destruction of such information if requested in writing by the party to the Contract that provided the information.
- B. The Contractor may be required to provide additional safeguards and acknowledgment of recipient rights under HIPAA, in accordance with the Contractor's independent HIPAA obligations or those required by any Contract.

XVII. TREATMENT OF CLIENT ASSETS

Unless otherwise provided in any Contract, the Contractor shall ensure that any adult client receiving services from the Contractor under any Contract has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or expiration of any Contract, the Contractor shall immediately release to the client and/or the client's guardian or custodian all of the client's personal property. This section does not prohibit the Contractor from implementing such lawful and reasonable policies, procedures and practices as the Contractor deems necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting clients' access to, or possession or use of, lawful or unlawful weapons and drugs).

XVIII. REPORTS

The Contractor shall timely provide to the County and to any state or federal funding agency such financial, program, and other reports, in such formats as required by this Agreement or any Contract.

XIX. MAINTENANCE OF RECORDS

- A. The Contractor shall retain for a period of six (6) years from the termination of any Contract unless required otherwise by law:
1. All financial, statistical, participant, and other records (including medical and treatment records) and supporting documentation;
 2. All records for nonexpendable personal property;
 3. All records to document performance of all acts required by law, regulation, this Agreement or that Contract;
 4. All records to demonstrate accounting procedures and practices that sufficiently and properly document the Contractor's invoices to the County under that Contract; and
 5. All records sufficient to substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance.
- B. If any litigation or audit is initiated, or if a claim is instituted involving this Agreement or any Contract, or a Subcontract entered pursuant to any Contract, the Contractor shall retain all related records until the litigation, audit, or claim has been finally resolved.

XX. RIGHTS IN DATA

All documents, program materials, books, manuals, films, reports, fiscal, and other data developed by the Contractor under this Agreement or any Contract shall be for the common use of the Contractor and the County, subject to the limitations herein or by further agreement of the parties, including the following:

- A. The Contractor shall not seek patent rights, or produce inventions, original books, manuals, films, or other patentable or copyrighted materials created or developed with funds provided by any Contract without the approval of the County. As to the latter, the Contractor acknowledges the County's rights (a) to ownership and protection of the public interest in such intellectual property; and (b) to negotiate agreements for reasonable royalty fees, administration, and protection of existing and future rights. The Contractor shall not affix any restrictive markings upon any data produced with funds from any Contract, and if such markings are affixed, the County shall have the right to modify, remove, or ignore such markings.
- B. All books, informational pamphlets, press releases, research reports, articles, and similar public notices prepared and released by the Contractor for the services provided by this Agreement shall include the statement, "This project receives funding from the Snohomish County Department of Human Services." In addition, all such notices will contain a statement acceptable to the County that the aforementioned project complies with Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq., the ADA, and the Rehabilitation Act.

XXI. OWNERSHIP OF MATERIAL

Material created by the Contractor and paid for by the County as a part of this Agreement or any Contract shall be owned by the County and shall be "work made for

hire" as defined by 17 U.S.C. § 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform this Agreement or any Contract but is not created for or paid for by the County is owned by the Contractor and is not "work made for hire"; however, the County shall have a perpetual license to use this material for the County's internal purposes at no charge to the County, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.

XXII. OWNERSHIP OF REAL PROPERTY, EQUIPMENT, AND SUPPLIES

A. Purchased by the Contractor:

1. Title to all property, equipment and supplies purchased by the Contractor with funds from any Contract shall vest in the Contractor. When real property, or equipment with a per unit fair market value over \$5,000, is no longer needed for the purpose of carrying out any Contract, or any Contract is terminated or expired and will not be renewed, the Contractor shall request disposition instructions from the County. If the per unit fair market value of equipment is under \$5,000, the Contractor may retain, sell, or dispose of it with no further obligation.
2. When supplies with a total aggregate fair market value over \$5,000 are no longer needed for the purpose of carrying out any Contract, or any Contract is terminated or expired and will not be renewed, the Contractor shall request disposition instructions from the County. If the total aggregate fair market value of supplies is under \$5,000, the Contractor may retain, sell, or dispose of it with no further obligation.
3. Disposition and maintenance of property shall be in accordance with 45 CFR Parts 74 and 92.

B. Purchased by the County:

Title to property, equipment or supplies purchased by the County and provided to the Contractor to carry out the activities of any Contract shall remain with the County. When real property, equipment or supplies are no longer needed for the purpose of carrying out any Contract, or any Contract is terminated or expired and will not be renewed, the Contractor shall request disposition instructions from the County.

XXIII. RIGHT OF INSPECTION AND ACCESS

The Contractor shall provide access to its records, facilities, and personnel at all reasonable times in order to monitor and/or evaluate performance, compliance, and quality assurance under this Agreement or any Contract. Access and assistance shall be given to the County, any state, federal, or other funding agency, the State Auditor, and to any other person authorized by law.

XXIV. TREATMENT OF ASSETS

- A. To secure the financial interest of the County in items purchased or developed with funds awarded through cost reimbursement under this Agreement or any Contract, the parties agree that:

1. Title shall remain in the County; and
 2. Title to such nonexpendable personal property, which is purchased, developed, or acquired by the Contractor and which is claimed as an acquisition cost, shall pass to and vest in the County upon delivery of such property by the Contractor and shall not be rented, loaned, or transferred without the prior express written approval of the County.
- B. Unless provided otherwise by agreement of the parties, if the Contractor elects to capitalize and depreciate such nonexpendable personal property in lieu of claiming the acquisition cost, title to such property shall remain with the Contractor. An election to capitalize and depreciate or claim acquisition cost as a direct cost shall be irrevocable and must be made at the time the asset is purchased, developed, or acquired.
- C. Such nonexpendable personal property shall only be used by the Contractor or its Subcontractors in the performance of this Agreement or any Contract, unless otherwise provided herein or approved by the County.
- D. As a condition precedent to reimbursement for the purchase or acquisition of nonexpendable personal property, the Contractor agrees to execute security instruments and other documents that are necessary for the County, state, federal, or other funding agency to protect its interest in such property in accordance with Article 9A of the Uniform Commercial Code, as codified in Title 62A RCW, including, but not limited to, completion of UCC-1, UCC-2, and UCC-3 forms. The Contractor also agrees to name the County (or funding agency) as lien holder(s) on certificates of title for all motor vehicles in accordance with Title 46 RCW, unless otherwise approved by the County.
- E. The Contractor shall submit completed certificates of title and applicable UCC forms for equipment and fixtures to the County with the claim for reimbursement on which they are claimed. The security interest shall be retained beyond the term of any Contract for the serviceable life of the property, beginning on the date of purchase, to ensure its continued use for the purpose intended.
- F. The Contractor shall maintain records, perform inventories, and maintain control systems to prevent loss, damage, or theft of County property. The Contractor shall be responsible for:
1. Performing an annual physical inventory of all nonexpendable personal property of the County in its possession or control and requiring such inventories of any Subcontractor that is in possession of such property provided under a Subcontract to any Contract, at the end of the Contractor's fiscal year during any Contract;
 2. Loss, damage and expenses, which result from negligence, willful misconduct, or lack of good faith on the part of the Contractor or Subcontractor(s) or failure on the part of the Contractor or Subcontractor(s) to maintain and administer the property in accordance with sound management practices;

3. Ensuring that the property will be returned to the County in like condition as furnished to or acquired by the Contractor, reasonable wear and tear excepted; and
 4. Notifying the County of loss, destruction, or damage to any County property and taking all reasonable steps to protect that property from further damage.
- G. The Contractor and any Subcontractor shall surrender to the County all property of the County within thirty (30) calendar days after rescission, termination, cancellation, or expiration of this Agreement, or any Contract, unless otherwise mutually agreed between the Contractor or Subcontractor and the County.
- H. County approval is required prior to all purchases of non-expendable personal property with a useful life of more than one year and an acquisition cost of \$500 or more per unit unless stated differently in the specific terms of the Contract and all purchases or rentals of data processing equipment, regardless of cost.

XXV. PROCUREMENT STANDARDS

Contractors under a cost reimbursement Contract must establish policies and procedures for all purchases of nonexpendable property with an acquisition cost in excess of \$500 per unit unless stated differently in the specific terms of the Contract. The procurement system should include, but is not limited to, the following:

- A. A code or standard of conduct that shall govern the performance of its officers, employees, and/or agents engaged in the awarding of contracts using awarded funding.
- B. Provisions that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
- C. Procedural requirements are as follows:
 1. A procedure to assure the avoidance of purchasing unnecessary or duplicative items;
 2. Solicitations based upon a clear and accurate description of the technical requirements of the procured items;
 3. Positive efforts to utilize small and minority owned businesses;
 4. A procuring instrument appropriate for the particular procurement and for promoting the best interest of the program involved;
 5. Contracts made only with reasonable vendors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement;
 6. Some form of price or cost analysis performed in connection with every procurement action; and
 7. A system for Contract administration to ensure vendor conformance with terms, conditions, and specifications of the Contract and to ensure adequate and timely follow-up of all purchases.
- D. Procurement records and files for purchases shall include:

1. Evidence of vendor selection or rejection;
 2. The basis for the cost or price; and
 3. Justification for lack of competitive bids if not obtained.
- E. Contractors and Subcontractors under this Agreement, or any Contract, must obtain prior approval from the County to enter into sole source contracts or contracts where only one bid or proposal is received when the acquisition cost exceeds \$5,000. Requests for prior approval must include a copy of the proposed contract(s) and any related procurement documents and justifications for noncompetitive procurement, if applicable.

XXVI. GENERAL BUDGET STANDARDS

The following standards apply to any and all Contracts incorporating this Agreement:

- A. No payment shall be made for any goods, materials, or services purchased unless the goods, materials, or services are expressly detailed within the approved Budget and Statement of Work set forth under any Contract.
- B. The Contractor may request budget revisions which shall be in writing in a format prescribed by the County.
- C. The Contractor agrees that on expiration or termination of the Contract term, unexpended funds awarded under any Contract shall remain with the County.

XXVII. FISCAL ACCOUNTABILITY STANDARDS

- A. During the Contract period, the Contractor agrees to maintain financial systems which will assure the following for this Agreement and any Contract:
 1. Accurate, current, and complete disclosure of all direct and indirect costs;
 2. Records that identify all sources and application of funds;
 3. Control and accountability for all funds, property, and other assets;
 4. Procedures that ensure comparison of actual costs with approved budgets;
 5. Procedures to assure timely disbursement of funds received by the Contractor from the County;
 6. Procedures to assure all costs are allowable, reasonable, and are properly allocated to each funding source;
 7. Source documentation that supports all accounting records; and
 8. Procedures for timely and appropriate resolution of audit findings and recommendations.
- B. All fiscal books, records, documents, reports, and other data relating to this Agreement and any Contract shall be maintained and reported in a manner consistent with BARS.
- C. The Contractor agrees that any County, state, federal, or other funding agency; any local, state, or federal regulatory body; and the Office of State Auditor shall have full

access to and right to examine any fiscal books, records, documents, and other materials relevant to this Agreement and any Contract at all reasonable times.

XXVIII. REIMBURSEMENT PROCEDURES

- A. Payment for services to be performed under any Contract shall be contingent upon the submission of complete, accurate, and timely reports as required by the County.
- B. The Contractor will submit monthly written claims for reimbursement for services rendered under any Contract in the manner set out in the Special Terms and Conditions of the Contract.
- C. The County will process claims after all supporting documentation is provided in correct and proper form. All claims must be submitted within ninety (90) calendar days of the close of the month of service provision. Final claims for reimbursement must be submitted within thirty (30) calendar days of the Contract ending date. Claims submitted after these deadlines will not be processed.
- D. The County reserves the right to withhold payment for services required to be performed under any Contract until required reports and/or other documents have been received.
- E. The Contractor shall not bill the County, and the County shall not pay the Contractor, if the Contractor has charged or will charge the County or any other party under any other contract or agreement for the same services.

XXIX. AUDIT REQUIREMENTS

- A. Contractors are to procure audit services based on the following guidelines:
 - 1. The Contractor shall maintain its records and accounts so as to facilitate the County's audit requirement and shall ensure that Subcontractors also maintain auditable records.
 - 2. The Contractor is responsible for any audit exceptions incurred by its own organization or that of its Subcontractors.
 - 3. The County reserves the right to recover from the Contractor all disallowed costs resulting from the audit.
 - 4. As applicable, the Contractor required to have an audit must ensure the audits are performed in accordance with Generally Accepted Auditing Standards (GAAS), Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General, and the OMB Compliance Supplement for Single Audits of Educational Institutions and Other Nonprofit Organizations.
 - 5. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to County requests for information or corrective action concerning audit issues within thirty (30) calendar days of the date of request.
- B. A-133 Audits
 - 1. If the Contractor is a subrecipient of federal awards as defined by OMB Circular A-133, the Contractor shall maintain records that identify all federal funds received and expended by Catalog of Federal Domestic Assistance (CFDA) title

and number, award number and year, name of the federal agency, and name of the pass-through entity. The Contractor shall make its records available for review or audit by officials of the federal awarding agency, the General Accounting Office, and County. The Contractor shall incorporate OMB Circular A-133 audit requirements into all Contracts between the Contractor and its Subcontractors that are subrecipients. The Contractor shall comply with any future amendments to OMB Circular A-133 and any successor or replacement circular or regulation.

2. The Contractor shall maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs.
3. The Contractor shall comply with the Omnibus Crime Control and Safe Streets Act of 1968 (Pub. L. 90-351, 84 Stat. 197); Title VI of the Civil Rights Act of 1964 (Pub. L. 86-449, 47 Stat. 634); the Rehabilitation Act of 1973; Title II of the ADA; Title IX of the Education Amendments of 1972 (Pub. L. 92-318, 86 Stat. 235); the Age Discrimination Act of 1975 (Pub. L. 94-135, 89 Stat. 728, codified at 42 U.S.C. § 6101 et seq.); and The Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G, and 28 CFR Parts 35 and 39. (See www.ojp.usdoj.gov/ocr for additional information and access to the aforementioned federal laws and regulations.)
4. If the subrecipient Contractor expends \$500,000 or more in federal awards from any and/or all sources in any fiscal year ending after December 31, 2003, the Contractor shall procure and pay for a single or program-specific audit for that year. Upon completion of each audit, the Contractor shall submit to the County contact person shown below the data collection form and reporting package specified in OMB Circular A-133, reports required by the program-specific audit guide, if applicable, and a copy of any management letters issued by the auditor. This documentation shall be submitted on the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the audit period unless a longer period is agreed to in writing and in advance by the cognizant or oversight agency for audit.

Responses to the above shall be sent to:

Administrative Services Division Manager
Human Services Department
3000 Rockefeller Avenue, M/S 305
Everett, WA 98201

5. The Contractor shall follow-up on and develop corrective action for all audit findings, in accordance with OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," and prepare a "Summary Schedule of Prior Audit Findings."
6. If the Contractor is a state or local government entity, the audit shall be conducted by the Office of the State Auditor. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Contractor in

accordance with OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations."

C. Other Audits

1. Contractors that receive less than \$500,000 in federal awards, Contractors that are private for-profit agencies, Contractors that are solely state funded and/or Contractors that are identified as vendors currently do not fall under the requirements of the Single Audit Act and shall have a financial audit as defined by Government Auditing Standards (The Revised Yellow Book) and according to Generally Accepted Auditing Standards (GAAS).
2. The Contractor must send a copy of the audit report no later than nine (9) months after the end of the Contractor's fiscal year(s) to:

Administrative Services Division Manager
Human Services Department
3000 Rockefeller Avenue, M/S 305
Everett, WA 98201

XXX. OVERPAYMENTS AND ASSERTION OF LIEN

In the event that the County establishes that overpayments or erroneous payments have been made to the Contractor under any Contract, the County may secure repayment, plus interest, if any, through the filing of a lien against the Contractor's real property, or by requiring the posting of a bond, assignment of deposit, or some other form of security acceptable to the County, or by doing both.

XXXI. INSURANCE

A. INSURANCE REQUIREMENTS: The Contractor shall obtain and maintain continuously, at the Contractor's own expense, liability insurance appropriate to the Contractor's activity and/or other insurance necessary to protect the public for the term of any Contract. Contractor's maintenance of insurance as required by this Agreement or any Contract shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

1. Commercial General Liability primary insurance for \$1,000,000 per occurrence for bodily injury and property damage. Claims-made Commercial General Liability insurance will not be accepted, unless a professional service is being provided. The policy shall name Snohomish County, its officers, elected officials, agents, and employees as an additional insured.
2. If the Contractor is providing a professional service, Professional Liability Insurance is required for \$1,000,000 per claim. The policy shall have a retroactive date prior to or coincident with the date of the Contract, and the policy shall state the retroactive date. The Contractor shall maintain coverage for the duration of a Contract and for a minimum of three years following termination of a Contract. The Contractor shall annually provide the County with proof of renewal.

3. If a Contract includes any activities in the Statement of Work requiring the use of a vehicle, the Contractor shall also obtain and maintain Automobile Liability Insurance in the amount of \$1,000,000 combined single limit per accident covering Any Auto (Symbol 1).
 4. The Contractor shall provide or purchase Workers' Compensation Insurance to meet the Washington State Industrial Insurance regulations and cause any Subcontractors working on behalf of the Contractor to also carry such insurance prior to performing work under a Contract. The County will not be responsible for payment of Workers' Compensation premiums or for any other claim or benefit for the Contractor, its employees, consultants, or Subcontractors, which might arise under the Washington State Industrial Insurance laws.
- B. OTHER INSURANCE PROVISIONS: Insurance shall be placed with insurance carriers licensed to do business in the state of Washington and shall have an AM Best rating of A: VII.
1. The Contractor's insurance shall not be reduced or canceled without thirty (30) calendar days' written prior notice to the County.
 2. Any insurance or self-insurance maintained by the County shall be excess of the Contractor's insurance and shall not contribute with it.
 3. The County reserves the right to approve all deductibles.
 4. The County maintains the right to receive a certified copy of all insurance policies.
 5. Subcontractors are subject to the same insurance requirements as the Contractor. Subcontractors shall either be named as an insured under the Contractor's insurance policies or the Subcontractor shall name the County as an additional insured under the Subcontractor's insurance policies. The Contractor shall ensure Subcontractors comply with this provision.
 6. Prior to execution of any Contract, the Contractor shall provide the County with a certificate of insurance outlining all required coverages, limits, and additional insured endorsements.
 7. Approval of insurance is a condition precedent to approval of this Agreement and any Contract by the Risk Management Division of the Finance Department of the County.

XXXII. BONDING

The Contractor shall provide and maintain any bond obligations specified in this Agreement or any Contract during the full term of the Contract.

XXXIII. INDEMNIFICATION

- A. The Contractor shall hold harmless, indemnify and defend Snohomish County, its officers, elected officials, agents, employees, and any state, federal, or other funding agency from and against any and all claims, suits, actions, liability, loss, expenses, damages, and judgments of any nature whatsoever, including costs and attorney's fees in defense thereof, for damage to any property or business and/or any death,

injury, sickness or disability to any person, including without limitation any employee of the Contractor or its Subcontractors, caused by or arising out of or suffered, directly or indirectly, in connection with the performance of this Agreement or any Contract or any act, error, or omission of the Contractor, Contractor's employees, agents, or Subcontractors, whether by negligence or otherwise.

- B. The Contractor shall assume the risk, liability, and pay all damage, loss, cost, and expense of any party, including its employees, arising out of the performance of this Agreement and any Contract, except that caused by negligence and/or willful misconduct solely of Snohomish County and/or its employees acting within the scope of their employment.
- C. With respect to the Contractor's obligations to hold harmless, indemnify and defend provided for herein, but only as such obligations relate to claims, actions or suits filed against the County, the Contractor further agrees to waive its immunity under the Industrial Insurance Act, Title 51 RCW, for any injury or death suffered by the Contractor's employee(s) caused by or arising out of the Contractor's acts, errors or omissions in the performance of this Agreement and any Contract. This waiver is mutually negotiated by the parties.
- D. The Contractor's obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, omission or breach of any common law, statutory or other delegated duty by the Contractor, Contractor's employees, agents, or subcontractors.

XXXIV. DISPUTES

- A. Except as otherwise provided in this Agreement or any Contract, any dispute concerning a question of fact arising under this Agreement or any Contract, which is not disposed of by consensus, shall be decided by the County through the Director of Human Services upon submission of the dispute for resolution in writing by either party. The Director shall submit his/her decision in writing and mail or otherwise furnish a copy thereof to the Contractor. Participation in this dispute process shall precede any judicial or quasi-judicial action and shall be the final administrative remedy available to the parties.
- B. The decision of the County shall be final, but shall not preclude judicial review. Pending resolution of the dispute, the Contractor shall proceed diligently with the performance of any Contract.
- C. A party's written request for dispute resolution must be mailed to the Human Services Department, 3000 Rockefeller Avenue, M/S 305, Everett, WA 98201 within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue which it now disputes and must state:
 - 1. The disputed issues;
 - 2. The relative positions of the parties; and
 - 3. The Contractor's name, address, and its County contract number.

XXXV. RESPONSIBILITY

Each party to this Agreement shall be responsible for the negligence of its officers, employees, and agents in the performance of this Agreement and any Contract. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not party to this Agreement. The County and the Contractor shall cooperate in the defense of tort lawsuits, when possible. Both parties agree and understand that this provision may not be feasible in all circumstances. The County and the Contractor agree to notify the attorneys of record in any tort lawsuit where both are parties if either County or the Contractor enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible, and the notice may be either written or oral.

XXXVI. COUNTY AUTHORITY

The County Executive or his/her designee shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement and any Contract on behalf of the County, provided it is in writing and signed by the County Executive or his/her designee and consistent with the requirements for changes and modifications under this Agreement and any Contract.

XXXVII. DRUG-FREE WORKPLACE

The Contractor shall maintain a workplace free from alcohol and drug abuse.

XXXVIII. CHANGES AND MODIFICATIONS

- A. Either party may request changes, amendments, or additions to any portion of this Agreement or any Contract. No such changes, amendments, or additions to any portion of this Agreement or any Contract shall be valid or binding upon either party unless it is in writing and executed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment. All amendments shall be attached to, and made part of, the amended Agreement or Contract.
- B. This Agreement and any Contract may be unilaterally amended by the County Executive or his/her designee to reflect changes in state or federal laws, rules, policies, or regulations governing their content.

XXXIX. TERMINATION OR SUSPENSION OF ANY CONTRACT

A. Termination for Convenience:

- 1. The County or Contractor may terminate any Contract, in whole or in part, upon thirty (30) calendar days' advance written notice to the other party.
- 2. In the event of termination under this clause, the County shall be liable only for payment in accordance with the terms of the Contract for services rendered prior to the effective date of termination. The County may pay an amount mutually agreed by the parties for partially completed work and services, if work products are useful to or usable by the County.

B. Termination for Lack of Funding:

- 1. The County may terminate any Contract, in whole or in part, upon five (5) business days' written notice in the event expected or actual funding from a

state, federal, or other source is withdrawn, reduced, or limited in any way prior to normal Contract expiration. The termination shall be effective on the date specified in the notice of termination.

2. In the event of termination under this clause, the County shall be liable only for payment in accordance with the terms of the Contract for services rendered prior to the effective date of termination. The County may pay an amount mutually agreed by the parties for partially completed work and services, if work products are useful to or usable by the County.

C. Suspension or Termination for Lack of Performance:

1. In the event the County determines the Contractor has failed to meet or maintain any requirement for contracting with the County, to comply with the terms or conditions of this Agreement or any Contract in a timely manner, or has otherwise breached any provision or condition of this Agreement or any Contract, the County has the right to suspend or terminate any Contract upon a 24-hour prior written notice.
2. The County may suspend all or any part of any Contract, and withhold further payments or prohibit the Contractor from incurring additional obligations thereunder, during investigation of suspected noncompliance. The County may also take these actions pending corrective action by the Contractor or pending a decision by the County to terminate any Contract.
3. Before the County may terminate any Contract for lack of performance, the County shall provide the Contractor with written notice of the Contractor's noncompliance and provide the Contractor a reasonable opportunity to correct the Contractor's noncompliance. If the Contractor does not correct the Contractor's noncompliance within the period of time specified in the written notice of noncompliance, the County may then terminate the Contract. The County may terminate the Contract for lack of performance without such written notice and without opportunity for correction if the County has a reasonable basis to believe that a client's health or safety is in jeopardy.
4. The rights and remedies of the County provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

D. Suspension or Termination for Fraud, Abuse, Violation of Law

The County reserves the right to suspend or terminate all or part of any Contract, to withhold further payments, or to prohibit the Contractor from incurring additional obligations of funds, if the County has reason to believe that fraud, abuse, or violation of law has occurred on the part of the Contractor in the performance of any Contract.

E. Suspension or Termination Procedures

1. Suspension or Termination by County

Upon receipt of the notice of suspension or termination of any Contract, unless otherwise directed by the County in writing, the Contractor shall:

- a. Stop work under the Contract on the date, and to the extent, specified in the notice;
 - b. Place no further orders or subcontracts for materials, services, or facilities under that portion of the Contract that has been suspended or terminated;
 - c. Complete performance of that part of the Contract, if any, which has not been suspended or terminated;
 - d. Take such action as may be necessary for the protection and preservation of the property related to the Contract which is in the possession of the Contractor and in which the County has or may acquire an interest; and
 - e. Transfer title to the County of any property that was purchased with funds awarded under any Contract or any prior contract involving the same funding source and program purpose.
2. Termination by Contractor
- a. The Contractor may terminate any Contract for default, in whole or in part, by written notice to the County, if the Contractor has a reasonable basis to believe that the County has:
 - (i) Failed to meet or maintain any requirement for contracting with the Contractor;
 - (ii) Failed to perform under any provision of this Agreement or any Contract;
 - (iii) Violated any law, regulation, rule, or ordinance applicable to this Agreement or any Contract; or
 - (iv) Otherwise breached any provision or condition of this Agreement or any Contract.
 - b. Before the Contractor may terminate any Contract for lack of County performance, the Contractor shall provide the County with written notice of the County's noncompliance with the Agreement or the Contract and provide the County a reasonable opportunity to correct the County's noncompliance. If County does not correct the County's noncompliance within the period of time specified in the written notice of noncompliance, the Contractor may then terminate the Contract.
3. Delivery and Preservation of County Assets; Recovery of Costs
- Upon termination of a Contract by either party, the Contractor shall promptly deliver to the County all County assets (property) in the Contractor's possession, including any material created under any Contract. Upon failure to return County property within ten (10) business days of the Contract termination, the Contractor shall be charged with all reasonable costs of recovery, including transportation. The Contractor shall take reasonable steps to protect and preserve any property of the County that is in the possession of the Contractor pending return to the County.
4. Remedies

- a. If the County terminates any Contract for lack of performance, the County may withhold a sum from the final payment to the Contractor that the County determines is necessary to protect the County against loss or additional liability. The County shall be entitled to all remedies available at law, in equity, or under this Agreement.
- b. If either (i) the County terminated a Contract for lack of performance and it is later determined that the Contractor was not at default for lack of performance or (ii) if the Contractor terminated a Contract for lack of County performance, the Contractor shall be entitled to all remedies available at law, in equity, or under this Agreement.

XL. SEVERABILITY

- A. The provisions of this Agreement are severable. If any part, term, or provision of this Agreement or any Contract is determined to be invalid, the remaining provisions shall not be affected thereby, and the rights and obligations of the parties shall be construed and enforced as if this Agreement or any Contract did not contain the particular provision held to be invalid.
- B. If it should appear that any part, term, or provision is in conflict with any constitutional or statutory provision of the State of Washington, the part, term, or provision shall be deemed modified to conform to such constitutional or statutory provision.

XLI. CONTRACT CLOSE-OUT PROCEDURES

- A. The Contractor shall submit within thirty calendar (30) days after the date of expiration of any Contract all financial, performance, and other reports required by the Contract and, in addition, shall cooperate in a program or other audit by the County or its designee if the County determines that a program or other audit is necessary.
- B. If a financial audit of any Contract is conducted, the County retains the right to withhold a just and reasonable sum from the final payment to the Contractor after fully considering the results of the final audit.

XLII. POLITICAL ACTIVITIES PROHIBITED

- A. No funds awarded under any Contract may be used to provide assistance in connection with any election or any voter registration activity. No funds may be used for working for or against ballot measures, or for or against the candidacy of any person for public office.
- B. The Contractor certifies to the best of its knowledge and belief that no federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of a federal agency, a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federal appropriated funds have or

will be paid for the purposes stated above, the Contractor must file a disclosure form in accordance with 45 CFR § 93.110.

- C. The Contractor shall include a clause in all Subcontracts restricting Subcontractors from lobbying in accordance with this section and requiring Subcontractors to certify and disclose accordingly.

XLIII. VENUE STIPULATION

This Agreement and any Contract has been and shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be Snohomish County.

XLIV. NOTICES

- A. Unless otherwise directed in writing, notices, reports, and payments to the County shall be delivered to the following address:

Administrative Services Division
Snohomish County Human Services Department
3000 Rockefeller Avenue, M/S 305
Everett, WA 98201

- B. Unless otherwise directed in writing, notices, reports, and payments to the Contractor shall be delivered to the following address:

City of Marysville Parks
1049 State Street
Marysville, WA 98270

- C. Notices mailed by the County shall be deemed given on the date mailed. Notices received by the County shall be deemed given on the date received. Either party may change its address for receipt of reports, notices, or payments by giving the other written notice of not less than fifteen (15) calendar days prior to the effective date.

XLV. SURVIVABILITY

The terms and conditions contained in this Agreement, which by their sense and context are intended to survive the expiration or termination of the Agreement or a Contract shall survive. Surviving terms include, but are not limited to: Confidentiality, Disputes, Inspection, Maintenance of Records, Ownership of Material, Responsibility, Termination for Lack of Performance, Termination Procedure, and Treatment of Assets.

XLVI. ENTIRE AGREEMENT

These provisions represent the entire and integrated Basic Terms and Conditions of the parties and may not be modified or amended except as provided herein.

XLVII. ORDER OF PRECEDENCE

In the event of an inconsistency between the terms of this Agreement and any Contract, the conflict shall be resolved by giving precedence to the Specific Terms and Conditions of the Contract.

XLVIII. WAIVER

Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Agreement or any Contract into which it is incorporated unless amended as set forth in Section XXXVIII, Changes and Modifications.

XLIX. EFFECTIVE DATE AND EFFECTIVENESS OF THIS AGREEMENT

This Agreement becomes effective only upon incorporation by reference into a Contract between the County and the Contractor. Prior Basic Terms and Conditions between the parties incorporated by reference into contracts existing prior to the execution of these Basic Terms and Conditions shall remain in effect as to those contracts. To that extent, prior Basic Terms and Conditions shall not be superseded by these Basic Terms and Conditions.

SNOHOMISH COUNTY:

CONTRACTOR:

By: _____
Director, Human Services (Date)

By: _____
(Date)

Printed: _____

Tax ID #: _____

Reviewed and approved per
memorandum dated June 12, 2009:

PA File No. HS 09-032G
Deputy Prosecuting Attorney

2009 BASIC TERMS AND CONDITIONS AGREEMENT
COMPARISON SHEET
6/2009

II. DEFINITIONS

Added the following definitions:

Assignment, Client, Contractor, Debarment, Director, Equipment, HIPAA, Regulation, Subcontract, Subrecipient, Supplies, and Vendor.

Expanded the following definitions:

CFR, RCW, Real Property, WAC.

IV. SUBCONTRACTING

Added subsection B "Subcontractors are prohibited from subcontracting for direct client services without the prior written approval from the County."

VII. DEBARMENT AND SUSPENSION

Added subsection C, "The Contractor, by signature to this Agreement and to each Contract into which it enters, certifies that the Contractor is not now or then presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. The Contractor also agrees to include the above requirement in all subcontracts into which it enters, resulting directly from the Contractor's duty to provide services under this Agreement or any Contract."

XVII. TREATMENT OF CLIENT ASSETS

Added to section "This section does not prohibit the Contractor from implementing such lawful and reasonable policies, procedures and practices as the Contractor deems necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting clients' access to, or possession or use of, lawful or unlawful weapons and drugs)."

XIX. MAINTENANCE OF RECORDS (Updated title from "Records.")

Added following to subsection A:

3. All records to document performance of all acts required by law, regulation, this Agreement or that Contract;

4. All records to demonstrate accounting procedures and practices that sufficiently and properly document the Contractor's invoices to the County under that Contract; and

5. All records sufficient to substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance.

XXI. OWNERSHIP OF MATERIALS

Added section.

XXII. OWNERSHIP OF REAL PROPERTY, EQUIPMENT AND SUPPLIES

Added section

- XXVIII. REIMBURSEMENT PROCEDURE
Added subsection E "The Contractor shall not bill the County, and the County shall not pay the Contractor, if the Contractor has charged or will charge the County or any other party under any other contract or agreement for the same services."
- XXIX. AUDIT REQUIREMENTS
Subsection B. - A-133 AUDITS
Added to the end of the first sentence "by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity."

Added subsection 2, concerning maintaining internal controls.

Added subsection 3, concerning Contractor compliance with various Acts.

Added subsection 5, concerning follow-up and corrective action for all audit findings in accordance with OMB Circular A-133.
- XXXI. INSURANCE
Updated language to Risk Management specification. Change in format.

Subsection B.1 changed # of days for notice to 30.

Added B.2, "Any insurance or self-insurance maintained by the County shall be excess of the Contractor's insurance and shall not contribute with it."

Added B.3, "The County reserves the right to approve all deductibles."
- XXXIV. DISPUTES
Subsection A, added "Participation in this dispute process shall precede any judicial or quasi-judicial action and shall be the final administrative remedy available to the parties" at end.
- XXXV. RESPONSIBILITY
Added section
- XXXVII. DRUG-FREE WORKPLACE
Added section
- XXXIX. TERMINATION OR SUSPENSION
Subsection B.2 added, "The County may pay an amount mutually agreed by the parties for partially completed work and services, if work products are useful to or usable by the County."

Subsection C.1 added "failed to meet or maintain any requirement for contracting with the County" to first sentence.

Subsection C.3, Added "Before the County may terminate any Contract for lack of performance, the County shall provide the Contractor with written notice of the

Contractor's noncompliance and provide the Contractor a reasonable opportunity to correct the Contractor's noncompliance. If the Contractor does not correct the Contractor's noncompliance within the period of time specified in the written notice of noncompliance, the County may then terminate the Contract. The County may terminate the Contract for lack of performance without such written notice and without opportunity for correction if the County has a reasonable basis to believe that a client's health or safety is in jeopardy."

Subsection E – Suspension or Termination Procedure:

Subsection 2 – Termination by Contractor. Added subsection

Subsection 3. – Added subsection

Subsection 4 – Remedies. Added subsection

XL. SEVERABILITY

Added the phrase, "The provisions of the Agreement are severable."

XLII. POLITICAL ACTIVITIES PROHIBITED

Added Subsection B:

Added Subsection C requiring the addition of a clause in all subcontracts restricting lobbying in accordance to this section....

XLV. SURVIVABILITY

Added section

XLVIII. WAIVER

Added section

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 13, 2009

AGENDA ITEM: Project Acceptance: SR 528 (47 th AVE NE to 67 th AVE NE) Road Improvements	AGENDA SECTION: New Business	
PREPARED BY: Kyle Woods, Engineering Technician	APPROVED BY: <i>[Signature]</i>	
ATTACHMENTS: <ul style="list-style-type: none"> • Vicinity Map 		
	MAYOR	CAO
BUDGET CODE: 30500030.563000 T0102 and R0501	AMOUNT: N/A	

DESCRIPTION:

The City Council awarded the “SR 528 Road Improvements” contract to GG Excavation, Inc., on October 8, 2007 in the amount of \$1,998,756.00.

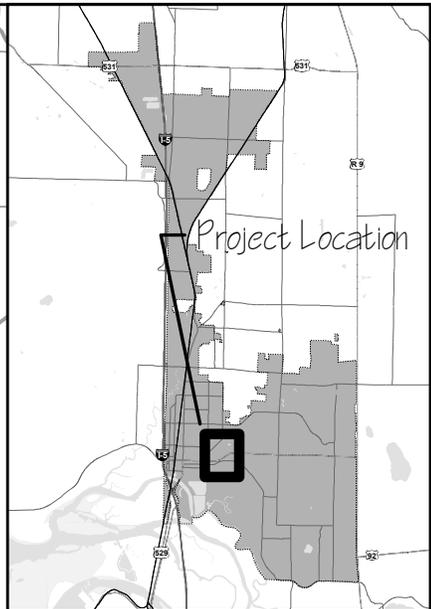
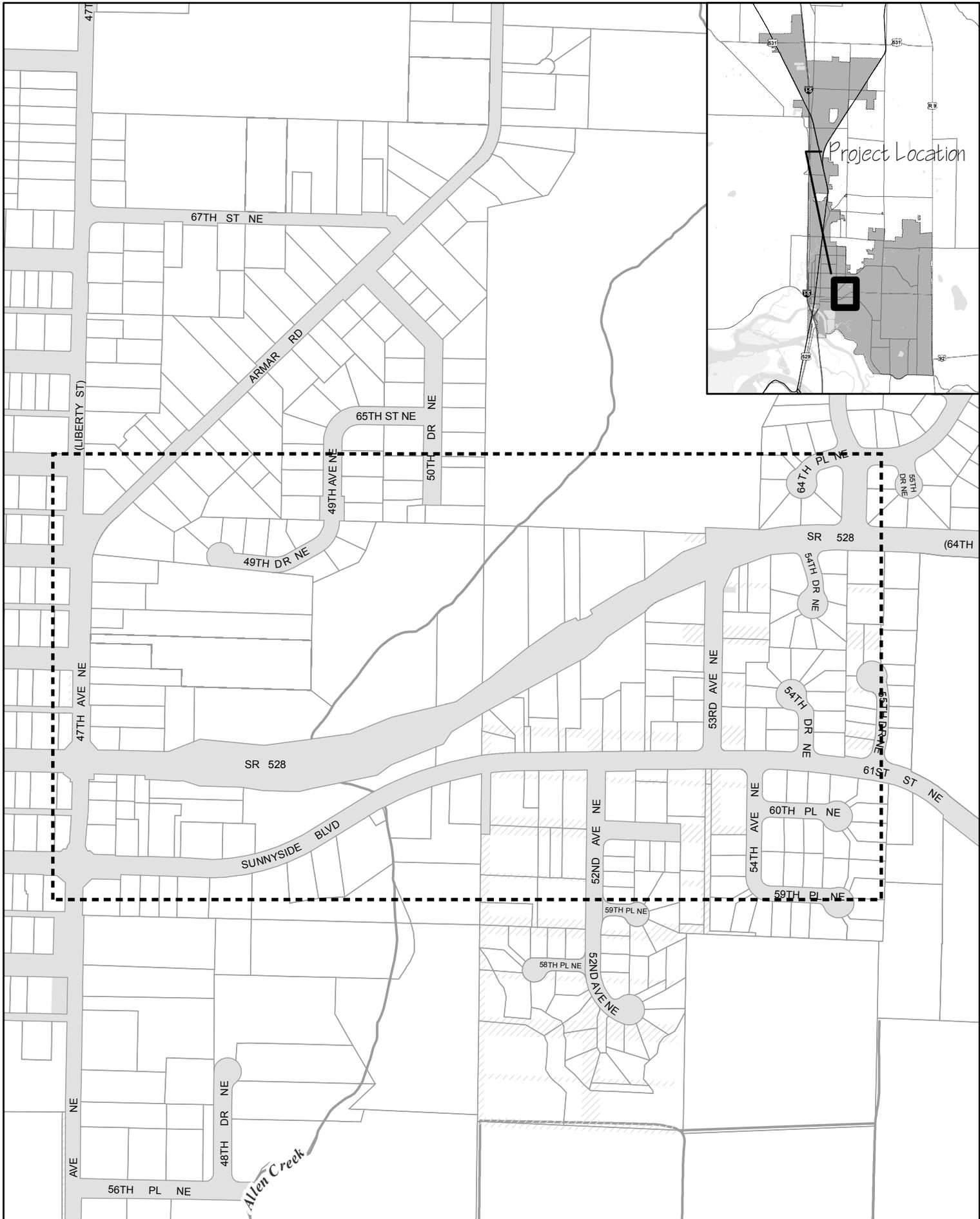
GG Excavation physically completed the work for this project on December 10, 2008. The project was completed at a total cost of \$1,765,864.11, which is \$232,891.89, or 12% less than the original bid amount.

The work performed under this Contract was inspected by City Engineering staff and found to be physically complete in accordance with the approved plans and specifications.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to accept the SR 528 (47th AVE NE to 67th AVE NE) Road Improvements project, marking initiation of the 45-day lien filing period for project closeout.

COUNCIL ACTION:



SR 528 (47th AVE NE to 67th AVE NE)



CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 13, 2009

AGENDA ITEM: ILA With Washington State Department of Transportation For Traffic Control Services During 172nd St. Construction Project	AGENDA SECTION:
PREPARED BY: Robert M. Lamoureux, Commander	AGENDA NUMBER:
ATTACHMENTS: 1. Inter-local Agreement GCA-6074	APPROVED BY: Rick Smith, Chief of Police
	MAYOR CAO
BUDGET CODE:	AMOUNT:

This Inter-local Agreement with the Washington State Department of Transportation provides for the use of uniformed Marysville Police Officers to provide traffic control services during the upcoming 172nd St. construction project.

The agreement will be in effect for the duration of the construction project.

There are no costs to the City as all overtime compensation paid to Officers will be reimbursed by the State of Washington.

Inter-local Agreement GCA-6074 has been reviewed and approved as to form by the City Attorney's Office.

RECOMMENDED ACTION: Staff recommends City Council authorize the Mayor to sign Inter-local Agreement GCA-5715 with the WSDOT for police traffic control services
COUNCIL ACTION:

**City of Marysville Police Assistance
GCA- 6074**

This Agreement is made and entered into between the STATE OF WASHINGTON Department of Transportation, hereinafter the "STATE," and the City of Marysville, 1049 State Avenue, Marysville, WA 98270, acting through its Police Department, hereinafter the "CITY."

WHEREAS, the STATE has a project for road work on SR 531 and I-5, known as I-5/172nd ST NE (SR 531) Modifications, hereinafter the "Project," and

WHEREAS, the STATE, in order to help assure the safety of the traveling public, may request the CITY to provide traffic control assistance within the Project work zone and within the CITY's jurisdiction during the STATE's Project,

NOW, THEREFORE, pursuant to chapter 39.34 RCW and in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. GENERAL

1.1 The CITY agrees to furnish uniformed police officers, vehicles and associated equipment to assist the STATE in traffic control when requested by the STATE.

1.2 The STATE's contact for this Agreement will be the STATE's administration Project Engineer or his/her designee.

1.3 The STATE's Project Engineer or his/her designee shall provide to the CITY's Police Chief a written request, describing the nature of traffic control required.

1.4 The police officers provided by the CITY shall be under the sole direction, management, and control of the CITY's Police Chief or his/her designee and shall perform the traffic control duties for the STATE's Project as requested under the terms of this Agreement in a manner consistent with CITY policy, applicable state and local laws and the Constitutions of the State of Washington and the United States.

1.5 Assignment of personnel to accomplish the traffic control duties requested under this Agreement shall be at the sole discretion of the CITY's Police Chief or his/her designee.

1.6 Contact between the Parties, including but not limited to billing and Agreement administration, will be between each Party, as follows or his/her designee:

STATE	CITY
Amir Ahmadi, P.E. Construction Project Engineer	Sergeant Doug Lee, Traffic Unit Marysville Police Department
9029 El Capitan Way Everett, WA 98208	1049 State Avenue Marysville, WA 98270
Phone: 425-225-8725	Phone: 360-363-8315
Email: AHMADI@wsdot.wa.gov NIGHTS: Brad Saville: cell 425-293-8035	Email: DLee@ci.marysville.wa.us

1.7 The STATE agrees to provide the CITY a minimum of three (3) working days written notice when traffic control assistance is required.

1.8 The CITY shall give the STATE a minimum of two (2) working days notice if the CITY can not provide the traffic control assistance.

2. TERM OF AGREEMENT

2.1 This Agreement shall terminate upon completion of the STATE's Project, except for those provisions herein noted.

3. PAYMENT AND RECORDS

3.1 The STATE, in consideration of the faithful performance of the traffic control assistance work to be done by the CITY, agrees to reimburse the CITY for the actual direct and related indirect costs of the work; provided, however, that when the STATE requires the CITY's traffic control assistance for less than a three (3) hour period, the CITY shall be reimbursed for a full three (3) hour period.

3.2 The estimated total cost for work to be performed by the CITY at the STATE's expense is \$15,000.00. Rate to be billed is commensurate with an individual police officer's all inclusive pay rate. Currently, this rate is established at a maximum payable of \$67.00/hr. In the event the police officers are provided an hourly rate increase for either regular or overtime hours, this maximum value may be accordingly adjusted by the CITY. This rate includes all associated regular and overtime labor, equipment, and vehicle costs. The CITY shall not bill for any non related overhead costs because the Parties previously entered into a reciprocal overhead agreement (OH 0025, dated March 24, 1995).

3.3 The CITY agrees to invoice the STATE, providing supporting documentation for charges billed. Invoices and/or payments shall not exceed one per month. The STATE agrees to make payment within 30 calendar days of the date of invoice receipt.

3.4 The CITY agrees to submit a final bill to the STATE within forty five (45) calendar days after notification by the STATE that CITY's services for traffic control assistance are no longer required.

3.5 During the progress of the work and for a period of not less than three (3) years from the date of final payment to the CITY, the records and accounts pertaining to the

work under this Agreement, and accounting therefore, are to be kept available for inspection and audit by the state and/or the federal government and copies of all records, accounts, documents, or other data pertaining to this Agreement work will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until each litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the 3-year retention period.

4. ADDITIONAL WORK

4.1 In the event unforeseen conditions or circumstances require an increase in the cost of more than 25 percent, the Parties agree to amend this Agreement to cover said increase.

5. DISPUTE RESOLUTION

5.1 In the event that a dispute arises under this Agreement, it shall be resolved as follows: CITY's Mayor and the Secretary of the Department of Transportation shall each appoint a member to a disputes board. These two members shall then select a third member not affiliated with either Party. The decision made by this board shall be final and binding on the Parties to this Agreement. The CITY and the STATE shall equally share in the cost of the third board member, and each Party shall be solely responsible for its own costs and fees.

6. INDEMNIFICATION AND HOLD HARMLESS

6.1 To the extent provided by law, each Party to this Agreement shall protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, each Party's intentional or negligent acts or omissions while performing pursuant to the terms of this Agreement. No Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the Party, its officers, officials, employees, or agents or involves those actions covered by RCW 4.24.115. Where such claims, suits, or actions result from concurrent negligence of the Parties and their officers, officials, employees, or agents, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the Party's, its officers', officials', employees', or agents' own negligence. This indemnification shall survive any termination of this Agreement.

7. VENUE

7.1 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto

agree that any such action or proceedings shall be brought in the superior court situated in Snohomish County, Washington, unless the filing in Snohomish County conflicts with the provisions of RCW 47.28.120.

8. MODIFICATIONS

8.1 Any modification to the terms and conditions of this Agreement shall be made by written amendment to this Agreement signed by both Parties.

9. WORKING DAYS

9.1 Working days for this Agreement are defined as Monday through Friday, excluding Washington State holidays per RCW 1.16.050.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the Party's date signed last below.

CITY OF MARYSVILLE

**STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION**

By: _____

By: _____

Title: _____

Russell S. East, P.E
Assistant Regional Administrator
King and Snohomish Counties

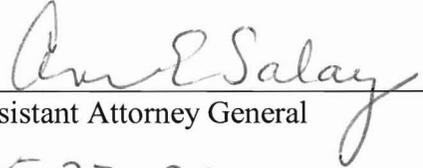
Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____

By:  _____

Title: _____

Assistant Attorney General

Date: _____

Date: 5-27-09

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 13, 2009

AGENDA ITEM: Memorandum of Understanding between Social Security Administration and The Washington Association of Sheriffs and Police Chiefs	AGENDA SECTION:	
PREPARED BY: Ralph Krusey, Commander	AGENDA NUMBER:	
ATTACHMENTS: Memorandum of Understanding between Social Security Administration and The Washington Association of Sheriffs and Police Chiefs	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

Marysville Police Department requests the Council authorize the Mayor to participate in the Memorandum of Understanding between the Social Security Administration and the Washington Association of Sheriffs and Police Chiefs for incentive payment for providing information from Marysville Police Department Jail records that are currently on the State Jail Booring Records System to the Social Security Administration.

There is no additional work that will be performed by our staff. When the Social Security Administration identifies a person that is in custody for over thirty days, that is receiving social security benefits other than retirement benefits, the Social Security Administration will deposit four hundred dollars into Marysville City's Bank Account.

This agreement is to authorize the Social Security Administration to direct deposit funds into Marysville City Bank Account.

RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to participate in the Memorandum of Understanding between the Social Security Administration and The Washington Association of Sheriffs and Police Chiefs
COUNCIL ACTION:

**INCENTIVE PAYMENT MEMORANDUM OF UNDERSTANDING
(IPMOU)**

**AGREEMENT BETWEEN
THE SOCIAL SECURITY ADMINISTRATION
AND THE
Washington Association of Sheriffs and Police Chiefs**

Article I. Purpose & Legal Authority

The parties in accordance with sections 1611(e) (1) (I) and 202(x) (3) of the Social Security Act (the Act) enter into this agreement. The agreement provides the terms and conditions under which the reporting entity (Reporter) will provide to the Social Security Administration (SSA) information about certain confined individuals, on its own behalf and/or on behalf of other facilities/institutions for whom it will report as identified in Article III B.1 of this agreement and under which SSA will pay facilities/institutions for information that results in the suspension of payments to certain confined individuals (see article II B) receiving Supplemental Security Income (SSI) payments under title XVI of the Act, 42 U.S.C. 1381 *et seq.*, as well as suspension of benefits to individuals receiving Retirement Survivors and Disability (RSDI) benefits under title II of the Act, 42. U.S.C. 402 *et seq.* The responsibilities of each party to the agreement are also provided.

Title XVI of the Act sets forth the conditions under which individuals are eligible for SSI payments. Title II of the Act sets forth the conditions under which individuals are eligible for RSDI payments.

Based on sections 202(x)(1), 202(x)(3), and 1611(e)(1)(A) of the Act (codified at 42 U.S.C. §§ 402(x)(1), 402(x)(3) and 1382(e)(1)(A) respectively), the Social Security Administration is required to limit/deny the payment of benefits to: any individual for any month during which he/she is confined to a jail, prison, or other penal institution or correctional facility under a conviction of a criminal offense; certain individuals (see article II C) confined by court order in an institution at public expense in connection with certain verdicts or findings with respect to such offenses; and to certain individuals who, immediately on completion of confinement based on a conviction of an offense, an element of which is sexual activity, are confined by court order in an institution at public expense based on a finding that such individual is a sexually dangerous person or a sexual predator or a similar finding (title II of the Act); or to any individual for any month throughout which the individual is an inmate of a public institution (title XVI of the Act).

Section 1611(e)(1)(I)(i) and section 202(x)(3) of the Act authorize SSA to enter into agreements described in those sections with a specified type of interested State or local institution (such as a jail, prison, or other penal institution or correctional facility or other institutions in which people are confined by court order at public expense). These sections of the Act provide the general terms and conditions under which, based on this agreement, the Reporter will provide

information about confined individuals to SSA. SSA will also use the information provided by Washington Association of Sheriffs and Police Chiefs under authority of sections 205(j)(1)(A), 205(j)(5), 1631(a)(2)(A)(iii) and 1631(a)(2)(E) of the Act which require SSA to revoke certification for payment of benefits to representative payees under certain circumstances and investigate and monitor the performance of such representative payees. (See also 20 C.F.R. 404.2050; 416.655). The incarceration or confinement of a representative payee is a circumstance that SSA will consider under the above referenced representative payee provisions.

This agreement and any subsequent addenda supersede any similar agreement entered into previously under the above-cited statutory provisions by the reporter and SSA concerning disclosure of records of confined individuals or inmates of public institutions.

Section 552a(a)(8)(B) of title 5, U.S.C., as amended by section 402(a)(2) of Public Law 106-170 exempts this agreement, and information exchanged under this agreement, from certain provisions of the Privacy Act, i.e., those relating to computer matches.

Article II, Definitions

- A. **"Confined"** refers to individuals who are confined to a facility/institution described in Article I of this agreement under authority of law at any time during the period covered by this agreement.

- B. **"Other Confined Individuals" (Title XVI Beneficiaries)** are individuals who are confined to a jail or similar facility throughout any month during the period covered by this agreement. This individual remains confined if transferred from one public institution to another or if temporarily absent from such an institution, or resides in the institution as of the beginning of a month and dies in the institution during the month.

- C. **"Certain Other Individuals Confined at Public Expense" (Title II beneficiaries)** are individuals confined by court order for more than 30 continuous days in any institution at public expense in connection with:
 - (1) A verdict or finding that the individual is guilty of a criminal offense but insane; or
 - (2) A verdict or finding that the individual is not guilty of a criminal offense by reason of insanity; or
 - (2) A finding that the individual is incompetent to stand trial under an allegation of a criminal offense; or
 - (3) A similar verdict or finding with respect to such an offense based on similar factors (such as a mental disease, a mental defect or mental incompetence).

Such an individual is considered confined until (1) he or she is released from the care and supervision of such institution; and (2) such institution ceases to meet the individual's basic living needs.

- D. **"Sexually Dangerous Individuals"** are individuals, who immediately upon completion of their prison sentence for a criminal offense (an element of which is sexual activity), are confined for more than 30 continuous days by court order in an institution at public expense. These individuals are confined in an institution based on a determination or finding that they are sexually dangerous persons, sexual predators, or similar determinations or findings.
- E. **"Representative Payee"** means the person, agency, organization or institution selected (by SSA) to receive and manage benefits on behalf of an incapable (SSA) beneficiary. This includes a parent who is receiving benefits on behalf of his/her minor child.
- F. **"Record"** means any item, collection, or grouping of information about an individual that is maintained by an entity including, but not limited to, the individual's criminal history, name, Social Security number (SSN), aliases, date of birth, gender, date of confinement, place of confinement and prisoner or inmate status.
- G. **"Disclosure"** means the release of information (data) with or without the consent of the individual(s) to whom the information pertains.
- H. **"Reporter Identification Code"** means the four-character code assigned by SSA to the Reporter that is party to the agreement and that will report information on its own behalf and/or on behalf of other facilities/institutions identified in this agreement.
- I. **"Facility Identification Code"** means the six-character code that SSA will assign to a facility or institution that confines individuals and is covered by this agreement. This code must be furnished with each submission of inmate data to SSA concerning the facility/institution's confined individuals in order for SSA to process any incentive payments due the facility/institution under this agreement.
- J. **"Throughout a month"** means that a title XVI individual is confined in an institution as of the first instant of a calendar month and stays through the last instant of the month. Suspension applies in any month throughout which an individual is confined as an inmate of a jail, prison, other similar facility or other such public institution.

Example 1: If an individual enters an institution on April 30 and is released on June 3, the individual would be confined throughout May.

Example 2: If an individual enters an institution on May 1 and is released on June 30, the individual would not have been confined in an institution throughout either May or June.

Under the SSI program, an individual who is confined in a public institution is considered as remaining confined in a public institution if he is transferred from one such institution to another or if he is temporarily absent for a period of not more than 14 consecutive days. Also, an individual is considered confined in an institution throughout a month if he is confined in the institution as of the beginning of a month and dies in the institution during the month.

- K. **"More than 30 continuous days"** means that a title II individual has been convicted and remains confined in an institution for a period of more than 30 continuous days following the conviction. Suspension applies in any month in any part of which the individual is convicted and confined.

Example 1: Individual is convicted on April 28, enters an institution on April 30 and is released on June 3. The individual would be convicted and confined for more than 30 continuous days. Benefits would be suspended for all three months, April, May, and June.

Example 2: Individual is convicted on May 1, enters an institution on May 1 and is released on June 30. The individual would be convicted and confined for more than 30 continuous days in an institution. Benefits would be suspended for both months, May and June.

Article III, Description of Records to be Matched

A. General

1. The Reporter will identify confined individuals for SSA.
2. SSA will determine which of these confined individuals are receiving SSI payments, RSDI payments and/or acting as representative payees.

B. Source of Reporter Records

1. These records are compiled by Washington Association of Sheriffs and Police Chiefs, see list of facilities in Appendix A
2. A reporter may opt to qualify only for the payment of title XVI Incentive Payments. If the Reporter chooses that option, then the Reporter must provide the following data elements:
 - a. Social Security number (provide all numbers the individual has been known to use)
 - b. Name (provide all names the individual has been known to use); (Note: provide

all known combinations of Social Security Number/Name identities);

- c. Date of birth (known or alleged);
 - d. Confinement date, i.e., the date the inmate was admitted to the facility or the date custody of the individual began;
 - e. Facility identification code; and
 - f. Other identifying information as required in the attached Enumeration Verification System (EVS) User Package for Correctional Institutions.
3. A Reporter may opt to qualify for the payment of both title XVI incentive payments and title II incentive payments. If the Reporter chooses that option, then, the Reporter must provide the following data elements:
- a. Social Security Number (provide all numbers the individual has been known to use);
 - b. Name (provide all names the individual has been known to use) (Note: provide all known combinations of Social Security Number/Name identities);
 - c. Date of Birth (known or alleged);
 - d. Confinement date, i.e., the date the individual was admitted to the facility or the date custody of the individual began;
 - e. Date of Conviction for the criminal offense;
 - f. Facility identification code;
 - g. Other identifying information as required by the attached Enumeration Verification System (EVS) User Package for Correctional Institutions.
4. All records will be prepared and transmitted as prescribed in Article IV with clear identification of the facility/institution that is the source of such records.

C. SSA Systems of Records

SSA will match the data from the Reporter for the purpose described in the following systems of records. The data will be matched against the:

1. Supplemental Security Income Record (SSR) SSA/OSR 09-60-0103

2. Master Representative Payee File (09-60-0222)
3. Master Beneficiary Record (MBR)(09-60-0090)
4. Master Files of Social security Number Holders and SSN applications SSA/OSR 09-60-0058 (Alphident & Numident)

Article IV, Functions to be Performed

The information on confined individuals must be provided electronically (i.e., electronic transmission via Government To Government Services Online (GSO). Information must be provided to SSA via GSO unless the Reporter has made, and SSA has agreed to receive another form of submission

A. Type of Report

The Reporter agrees that it will furnish SSA with (check one of the reports below):

Report(s) (electronic file or paper report, if appropriate) containing the data elements/reporting requirements listed in Article III.B.2. for individuals whose confinement commences on or after March 1, 1997 for SSI recipients. (Title XVI Incentive Payment Agreement only.)

Or

Reports (electronic file or paper report, if appropriate) containing the data elements/reporting requirements listed in Article III.B.3. for individuals whose confinement and/pr conviction commences on or after March 1, 1997 for SSI recipients and the confinement and conviction for RSDI beneficiaries commences on or after April 1, 2000. (Title XVI and Title II Incentive Payment Agreement.)

B. Reporting Protocol

Report data required to qualify for Title XVI and/or Title II Incentive Payments (See Article III B.2 or 3 for data to be reported to SSA on inmates.)

1. The first submission of data, done electronically, will be a total inmate population report, commonly referred to as a census report.
2. After census file is submitted to SSA, files are to be submitted monthly for the preceding calendar month. The monthly report should consist of:
 - data for those individuals who are admitted to the facility/institution at any time during the period from the first day of the reporting month to the last day of that

month (e.g., newly admitted inmates)and/or,

- data for those individuals already in the custody of the facility/institution who have subsequently been convicted since the facility/institution initially began reporting inmate data to SSA.
3. The Social Security Administration reserves the right to request an annual census report

C. SSA Actions on the Inmate Data Received

After validating or locating the proper Social Security number, SSA will:

1. Determine if the individual is receiving SSI or RSDI benefits.
2. Verify that the individual has received an SSI or RSDI benefit in the month preceding the first month throughout which such individual is an inmate;
3. Determine whether or not such individual is acting as a representative payee;
4. Investigate and determine whether revocation of representative payee certification is appropriate under applicable law as cited in Article I.
5. Verify that the individual has been confined throughout a calendar month for SSI or; convicted and confined for more than 30 continuous days for RSDI.
6. Notify the individual of the suspension action and provide the individual with an opportunity to contest the planned action under applicable regulations.
7. Suspend SSI and RSDI payments as required by law.
8. Pay the appropriate facility/institution as specified under Article V.
9. Provide the Reporter with a notice of the amount of the incentive payment, the payment date and the total number of suspended individuals, and a list of the individuals suspended.

D. Submitting Data Files

The Reporter agrees to send the data via a secure electronic media (i.e., a form of GSO e.g. secure messaging, data exchange, etc.).

1. Establishing electronic transmission process:

Contact Ellen Kildal to establish electronic processes (i.e. GSO) with SSA systems.

Article V, Incentive Payment Process

SSI (Title XVI) Incentive Payments

In accordance with section 1611(e)(1)(I)(i)(II) of the Act, SSA will pay an incentive payment to a facility/institution covered by this agreement for information on a confined individual which the Reporter furnishes to SSA within the time periods specified below, provided that the confined individual is:

- Receiving an SSI payment for the month preceding the first month throughout which the confined individual is in such facility/institution; and
- Determined by SSA to be ineligible for a SSI payment for such first month as a result of the information provided by the Reporter under this agreement.

NOTE: See article III, B.2. for data elements required to qualify for Title XVI incentive payments as described above.

RSDI (Title II) Incentive Payments

In accordance with section 202(X)(3) of the Act, SSA will pay an incentive payment to a facility/institution covered by this agreement for information on a confined and convicted individual which the Reporter furnishes to SSA within the time periods specified below, provided that the confined individual is:

- Is receiving an RSDI payment for the month preceding the first month in which the confined individual is in a facility/institution; and
- Determined by SSA to be ineligible for an RSDI payment for any part of the first month as a result of the information provided by the Reporter under this agreement.

NOTE: See Article III, B.3 for the data elements required to qualify for Title XVI and/or Title II incentive payments as described above.

Payment of Incentives

SSA will pay such facility/institution:

- \$400 if the Reporter furnishes the information on a confined individual described above to SSA within 30 days after the date the individual's confinement in such facility/institution begins; and/or,

- \$200 if the Reporter furnishes such information to SSA after 30 days after such date but within 90 days after such date.
- The dollar amounts above will be reduced by 50 percent if the Commissioner is also required to make a payment to the reporter with respect to the same individual under an agreement entered into under section 202(x) (3) (B); and, conversely will be reduced by 50 percent if a payment is made with respect to the same individual under section 1611(e) (1) (I) (I).

If SSA cannot validate the SSN of a confined individual, SSA will take no further action.

SSA will not pay an incentive payment for information concerning a confined individual if, prior to SSA's receipt of the information, SSA has already determined that the individual is ineligible for SSI or RSDI payments or in cases in which SSA's only action is to suspend the individual from serving as a representative payee.

Payments made by SSA under this agreement represent incentive payments accruing as a result of SSA's efforts in processing the data provided under this agreement when such data results in the suspension of SSI payments to confined inmates or confined and convicted inmates for RSDI payments. The time required for SSA to complete the verification process, perform case development to determine whether suspension of an individual's SSI or RSDI payment is appropriate, and, complete the due process requirements that must be accorded an individual subject to a suspension action, may vary from case to case and may represent several months.

SSA will pay incentive payments to a facility/institution on a monthly basis by electronic transfer of funds. The facility/institution will name a financial institution and provide the information required on the attached Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Form (SF 3881) to receive its incentive payments by electronic transfer of funds.

SSA will provide the Reporter with a notice of the amount of the incentive payment, the payment date, the total number of suspended individuals, and a list of individuals suspended. Disputes involving these incentive payments will be considered by the Regional Prisoner Coordinator designated in Article IX. The Reporter should forward a written request describing the dispute in detail to the Regional Prisoner Coordinator designated in Article IX within 30 days of its receipt of the relevant incentive payment notice.

Article VI, Records Usage, Duplication and Redisclosure Restrictions

SSA agrees to use the information provided by the Reporter only to determine which of the confined/convicted individuals are receiving payments and to suspend these payments as required by law and to investigate and monitor the performance of representative payees under circumstances as described in Article I. SSA will adhere strictly to the provisions of section

1611(e) (1) (I) and 202(x) (3) of the Act in any usage, duplication, or redisclosure of information provided by the Reporter under this agreement.

As required by section 1611(e) (1) (ii) (II) and section 202(x)(3) of the Act, SSA will redisclose the information obtained pursuant to this agreement to any Federal or Federally assisted cash, food, or medical assistance program, for eligibility purposes.

SSA will retire all identifiable records in accordance with the Federal Records Retention Schedule (44 U.S.C. 3303a).

Article VII, Notice, Verification and Opportunity to Contest

SSA agrees to verify information obtained under this agreement prior to initiating any adverse action against an individual. Pursuant to its applicable regulations, SSA will inform the individual by written notice that it has received specified information indicating that the individual is confined under the jurisdiction of a named prison system or is an inmate of a public institution beginning (month/year) and that, by law, SSI payments and/or RSDI benefits must be suspended. SSA will afford the individual the opportunity to contest and submit information concerning the planned action and to appeal a determination by SSA to suspend payments in accordance with applicable regulations.

SSA is responsible for determining the most suitable representative payee to receive title II and title XVI payments. For title II and title XVI actions under the representative payee provisions cited in Article I of this agreement, in addition to notices provided to any affected Social Security beneficiary or SSI recipient, that the representative payee receiving notice has 30 days to contest the Agency's decision to change representative payee for the affected beneficiary or recipient based in part on the current payee's incarceration or confinement under applicable provisions of the Act and regulations requiring revocation of certification of payment to certain representative payees and monitoring of representative payee performance by SSA.

NOTE: SSA's final decision on the representative payee issue does not affect the eligibility or entitlement of the individual to the continued receipt of Social Security benefits or supplemental security income payments. In the event that there is any adverse effect on the monthly benefits payments to the beneficiary or recipient as a result of this match, if a decision is made to change the representative payee, the beneficiary or recipient will receive notice of the change as provided in sections 205(j) (2) (E) (ii) and 1631(a) (2) (B) (xi) of the Act.

Article VIII, Term of the Agreement

This agreement supersedes any previous agreement(s) between SSA and the facility/institutions identified in this agreement effectuating the exchange of prisoner information for the purpose of enforcing section 1611(e)(1)(A), 205(j)(1)(A), 205(j)(5), 1631(a)(2)(A)(iii), 1631(a)(2)(E), and 202(x)(1) of the Act.

This agreement shall be effective upon the signatures of both parties and shall remain in effect until terminated by either of the parties. The agreement may be terminated upon written notification by either party 90 days in advance of the termination date.

Article IX, Persons to Contact

- A. The SSA contact for questions concerning this incentive payment agreement is Ellen Kildal, the Regional Prisoner Coordinator in SSA's Seattle Regional Office at the following address:

Ellen Kildal
SSA – CPS
Ste 2900, MS 303A
701 5th Ave
Seattle WA 98104
Telephone: 206-615-2175
Fax: 206-615-2643
Email: ellen.kildal@ssa.gov

- B. The SSA contact for policy questions concerning the incentive payment provision is:

Judy Sale
Office of Payment Policy, OISP, ODISP
Cubicle 0092, RRCC
6401 Security Boulevard
Baltimore, MD 21235-6401
(410) 965-8581
FAX (410) 597-0146
E-mail: Judy.Sale@ssa.gov

- C. For technical questions concerning the computer operation itself, contact:

Ellen Kildal
SSA – CPS
Ste 2900, MS 303A
701 5th Ave
Seattle WA 98104
Telephone: 206-615-2175
Fax: 206-615-2643
Email: ellen.kildal@ssa.gov

- D. The Reporter contact for the incentive payment provision is:

Ellen Kildal
SSA – CPS
Ste 2900, MS 303A
701 5th Ave
Seattle WA 98104
Telephone: 206-615-2175
Fax: 206-615-2643
Email: ellen.kildal@ssa.gov

- E. The Reporter contact concerning technical questions regarding the electronic file process is:

Ellen Kildal
SSA – CPS
Ste 2900, MS 303A
701 5th Ave
Seattle WA 98104
Telephone: 206-615-2175
Fax: 206-615-2643
Email: ellen.kildal@ssa.gov

- F. The Reporter contact for questions concerning the incentive payment accounting information is:

Ellen Kildal
SSA – CPS
Ste 2900, MS 303A
701 5th Ave
Seattle WA 98104
Telephone: 206-615-2175
Fax: 206-615-2643
Email: ellen.kildal@ssa.gov

Article X, Signature

The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies to enter into the obligations set forth in this Agreement.

In witness whereof, the parties execute this agreement,

FOR THE SOCIAL SECURITY ADMINISTRATION

BY _____
Don Schoening
Seattle Regional Commissioner

Date: _____

FOR THE REPORTER

BY *Tom Corzine*
Tom Corzine Deputy Director
(Print name and title)

Washington Association of Sheriffs & Police Chiefs
(Print Organization Name)

Date: *2-11-09*

Attachment A - Source of Inmate Records Under Article III B .I.**WASPC will report for the following Washington jails:**

Adams County
Asotin County
Benton County
Chelan County
Clallam County
Forks City Jail
Clark County
Columbia County
Cowlitz County
Ferry County
Franklin County
Garfield County
Grant County
Grays Harbor County
Aberdeen City Jail
Island County
Oak Harbor City Jail
Jefferson County
King County
Auburn City Jail
Enumclaw City Jail
Issaquah City Jail
Kent City Jail
Kirkland City Jail
Renton City Jail
Kitsap County
Kittitas County
Klickitat County
Lewis County
Lincoln County
Mason County
Okanogan County
Pacific County
Pend Oreille County
Pierce County
Puyallup City Jail
Buckley City Jail
Fife City Jail
San Juan County
Skagit County

Skamania County
Snohomish County
Lynnwood City Jail
Marysville City Jail
Spokane County
Stevens County
Thurston County
Olympia City Jail
Wahkiakum County
Walla Walla County
Whatcom County
Whitman County
Yakima County
Grandview City Jail
Sunnyside City Jail
Toppenish City Jail
Yakima City Jail
Wapato City Jail

**ACH VENDOR/MISCELLANEOUS PAYMENT
ENROLLMENT FORM**

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide requested information may delay or prevent the receipt of payment through the Automated Clearing House Payment System.

AGENCY INFORMATION	
FEDERAL PROGRAM AGENCY: SOCIAL SECURITY ADMINISTRATION	
AGENCY IDENTIFIER: SSA	AGENCY LOCATION CODE (ALC):
ACH FORMAT: <input checked="" type="checkbox"/> CCD+ <input type="checkbox"/> CTX <input type="checkbox"/> CTP	
ADDRESS: SOCIAL SECURITY ADMINISTRATION	
CONTACT PERSONS NAME: Ellen Kildal	TELEPHONE NUMBER: 206-615-2175
ADDITIONAL INFORMATION: Back-up: Breyan Foltz 206-615-2123	

PAYEE/COMPANY INFORMATION	
NAME: City of Marysville	SSN NO. OR TAXPAYER ID NO. 91-6001459
ADDRESS: 1049 State Ave	
Marysville, WA 98270	
CONTACT PERSONS NAME: Denise Gritton	TELEPHONE NUMBER: (360) 363-8010

FINANCIAL INSTITUTION INFORMATION	
NAME: Bank of America	
ADDRESS: Seattle, WA	
ACH COORDINATOR NAME: (BANK REP.) Jill Firnstahl	TELEPHONE NUMBER: (800) 624-2907
NINE-DIGIT ROUTING TRANSIT NUMBER: 125000024	
DEPOSITOR ACCOUNT TITLE: Middle Mkt Banking - Govt - WA / ID	
DEPOSITOR ACCOUNT NUMBER: 63284202	
TYPE OF ACCOUNT: <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS	
SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL: (COULD BE THE SAME AS ACH COORDINATOR) Denise Gritton, Financial Planning	TELEPHONE NUMBER: (360) 363-8010

Completing the SF-3881

Agency Information

This information must be completed by the requesting agency.

Payee/Company Information

This information must be completed by the vendor. The Taxpayer Identification Number(TIN) must be provided on all future invoices with the intent to use for payment purposes as well as the collection and reporting of delinquent debt in accordance with the Debt Collection Improvement Act of 1996.

Financial Institution Information

This information can be completed by the vendor or the vendor's Financial Institution (FI). The following must be completed:

- Name and address of FI
- ACH Coordinator--A contact at the bank in the ACH Department, if applicable
- Phone Number of the Bank Contact
- 9 Digit Routing Transit Number(RTN)--This number uniquely identifies any FI and is used to direct the payments to the designated receiving FI. The FI can provide this information.
- Depositor Account Title--Name of the account, if different from the vendor's name
- Depositor Account Number--Vendor's Account Number
- Type Of Account-- Checking or Savings
- Signature & Title of Authorized Official--Signature from someone who authorizes SSA to have this FI information for deposit of payments. Could be vendor or FI personnel.
- Telephone Number--Telephone number of the person who signed the form

After the agency receives this information, a zero dollar entry will be processed to verify accurate bank information. There is an 11-day waiting period for verification. After positive verification, your payments will be submitted by direct deposit.

****NOTE:** If you're already enrolled in direct deposit, you need not submit a new form. If there are any changes in your bank information, you must notify the agency at the number in the agency information section.