

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

**City Hall**

**May 10, 2010**

**Call to Order**

**Invocation**

**Pledge of Allegiance**

**Roll Call**

**Committee Reports**

**Presentations**

- A. Jarl Gunderson of Retirement Plaque from the City. \*
- B. Proclamation - National Salvation Army Week in Marysville. \*

**Audience Participation**

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

- 1. Approval of April 19, 2010 City Council Work Session Minutes. \*
- 2. Approval of April 26, 2010 City Council Meeting Minutes. \*

**Consent**

- 3. Approval of April 21, 2010 Claims in the Amount of \$407,671.60; Paid by Check No.'s 62420 through 62590 with Check No. 58817 Voided.
- 4. Approval of April 28, 2010 Claims in the Amount of \$305,370.35; Paid by Check No.'s 62591 through 62734 with Check No. 59927 Voided.
- 5. Approval of May 5, 2010 Payroll in the Amount of 1,375,688.14; Paid by Check No.'s 22603 through 22669. \*
- 7. Authorize the Mayor to Sign the Capital Agreement with the Department of Commerce for the City of Marysville Energy Efficient Lighting Retrofit.
- 12. Approval of May 5, 2010 Claims in the Amount of \$1,644,653.21; Paid by Check No.'s 62735 through 62849 with Check No. 53361 Voided. \*

**Review Bids**

- 6. Award Water Meter Equipment Procurement to Elster AMCO Water, Inc. in the Amount of \$726,789.21 Including Washington State Sales Tax and Approve a Management Reserve of \$23,210.79 for a Total Allocation of \$750,000.00. \*

***\*These items have been added or revised from the materials previously distributed in the packets for the May 3, 2010 Work Session.***

**Marysville City Council Meeting**

**May 10, 2010**

**7:00 p.m.**

**City Hall**

**Public Hearings**

**New Business**

8. A **Resolution** of the City of Marysville Adopting a Strategy to Manage and Reduce Energy and Fuel Consumption and Greenhouse Gas Emissions. \*

**Legal**

**Mayor's Business**

10. City of Marysville Board of Appeals Appointments. \*

**Staff Business**

**Call on Councilmembers**

**Executive Session**

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

**Adjourn**

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

*\*These items have been added or revised from the materials previously distributed in the packets for the May 3, 2010 Work Session.*

**PROCLAMATION**

**DECLARING MAY 10-16 2010 AS  
NATIONAL SALVATION ARMY WEEK IN MARYSVILLE**

WHEREAS, The Salvation Army, for 30 years, has supplied basic human necessities to residents of Marysville, regardless of race, color, creed, sex or age; and

WHEREAS, The Salvation Army established a Service Center in Marysville in 2007 to provide greater access to Marysville residents for emergency needs and spiritual support; and

WHEREAS, The Salvation Army in Marysville has established programs to serve the homeless, the hungry and the helpless in need of emergency assistance with practical support and referrals; and

WHEREAS, These programs in Marysville range from assistance with paying utility bills and transportation, to homework help in after-school programs, weekly fellowship meals and transitional housing programs for at-risk families; and

WHEREAS, The Salvation Army in Marysville continues to serve in good standing as part of the International Salvation Army; and

WHEREAS, The Salvation Army across the nation celebrates National Salvation Army Week during May 10-16, 2010;

NOW, THEREFORE I, DENNIS L. KENDALL, MAYOR OF THE CITY OF MARYSVILLE, do hereby proclaim May 10-16, 2010 as

**National Salvation Army Week in Marysville**

I encourage all citizens to recognize the Salvation Army for the compassionate works and practical help that they provide to residents within our Marysville community and across the country.

Under my hand and seal this May 10, 2010.

THE CITY OF MARYSVILLE

---

MAYOR

# COUNCIL



# MINUTES

## **Work Session**

*April 19, 2010*

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

Mayor Pro Tem Seibert called the April 19, 2010 work session of the Marysville City Council to order at 7:00 p.m. at Marysville City Hall and led those present in the Pledge of Allegiance.

### **Roll Call**

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

**Mayor Pro Tem:** Jeff Seibert

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

**Absent:** Mayor Kendall

**Also Present:** Chief Administrative Officer Gloria Hirashima, City Attorney Cheryl Beyer, Finance Director Sandy Langdon, Chief Smith, Public Works Director Kevin Nielsen, Parks Director Jim Ballew, Traffic Engineer John Tatum, Electrical Inspector Orlando Roche' and Assistant Administrative Services Director Tracy Jeffries.

**Committee Reports - None**

**Discussion Items**

**Approval of Minutes**

1. Approval of March 15, 2010 City Council Retreat Meeting Minutes.
2. Approval of April 5, 2010 City Council Work Session Minutes.
3. Approval of April 12, 2010 City Council Meeting Minutes.

**Consent**

4. Approval of April 7, 2010 Claims in the Amount of \$1,136,428.65; Paid by Check No.'s 62114 through 62260 with Check Number 61941 Voided.
5. Approval of April 14, 2010 Claims.
6. Approval of April 20, 2010 Payroll.

**Review Bids**

**Public Hearings**

**New Business**

7. Supplemental Agreement No. 1 to the Professional Services Agreement with Otak, Inc. to Provide Consulting Services on the Smokey Point Area Project not to Exceed \$95,050.00.

Public Works Director Kevin Nielsen explained that this is for the North End Master Plan area to do a biological assessment so we can apply for our general permit. He explained that the signature page is missing, but it will be in the packet.

8. Acceptance of the Edward Springs Baffle Project Starting the 45 Day Lien Filing Period for Project Closeout.

Director Nielsen said this was a wet installation and everything went well. Now they need to do a tracer study to see how the water is actually moving through the reservoir. That will probably be done in-house.

Jeff Vaughan asked how they know if it was done correctly. Director Nielsen explained that the project engineer was on site and saw that the divers went in at the right location according to plan (using GPS). They also took video of the liners going in and the weights on the bottom.

9. Renewal of Interlocal Agreement with Snohomish Regional Drug Task Force.

Chief Smith explained that this is a renewal of an Interlocal Agreement with the Drug Task Force. It is significant to note that the population has gone up so the cost has increased about \$5,000.

Carmen Rasmussen noticed that the agreement refers to the Department of Community Trade and Economic Development. She thought that this was now the Department of Commerce. Chief Smith stated that they would advise the County of this.

10. Agreement for Caretaker Services and Lease Agreement with Matt Edgerton and Sabra Edgerton at Jennings Memorial Park.

Parks and Recreation Director Jim Ballew explained that Matt and Sabra used to be caretakers at Jennings, but moved out to Strawberry Fields and are now coming back. Staff is working on the actual lease agreement, but it will be in the packet next week.

11. An **Ordinance** of the City of Marysville Amending Certain Chapters in Title 16.12 of the Marysville Municipal Code (MMC) Relating to the Adoption of the National and Cities Electrical Code and Providing for Severability.

Traffic Engineer John Dorcas thanked Councilmember Seibert for reviewing this Ordinance and Grant Weed's office for putting it together. He explained that the first part of the Code is basically adopting the *2008 NEC (National Electrical Code)*. The second part of the Ordinance is a code called *Washington Cities Washington Code*, which goes in depth on a number of items that the NEC did not have. He reviewed details of the Code, which is intended to clarify fees, but will not raise them. Electrical Inspector Orlando Roche' summarized aspects of the updates. He recommended approval of the updated Code. Mr. Dorcas added that since they started their program in 2008 they have had a couple of cities contact them in regards to starting their own program. These include Monroe, Mt. Vernon and Woodinville. He thinks that this city adoption will continue to grow. The City still has an Interlocal Agreement with Lynnwood, but recently filled the part-time electrical inspector which will relieve Mr. Roche' somewhat. Mr. Dorcas reported that the permit activity has doubled from this time last year.

Mayor Pro Tem Seibert said he was really impressed with this product. The city code is especially great for engineers because it improves consistency between cities. He discussed other benefits of this Code. He asked for clarification about the section regarding bathrooms on page 37, the Code Administration portion, item 11-50, under Existing Buildings. Mr. Dorcas explained that this would only apply if they did any work in the bathroom.

### **Mayor's Business**

Gloria Hirashima informed Council that they are working on a list of names for the Board of Appeals Appointments that will be discussed at the next meeting.

### **Staff Business**

Kevin Nielsen:

- 47<sup>th</sup> paving is complete and they are very happy with the results.
- Conservation kits are arriving this week for outdoor faucets. Anyone interested can pick them up at public works.
- Effluent transfer line is no longer leaking.
- Negotiations regarding recycling are continuing. CAO Hirashima reported that they met with Waste Management for a labor update last week. Waste Management offered to extend the contract at no cost for one year and they

promised to impress the city with their customer service over the next year. She commended the Mayor and Kevin Nielsen for their negotiating efforts.

- 116<sup>th</sup> and 88<sup>th</sup> striping will happen this year. The City will be striping this every other year with the Tribes doing the striping on years that the City doesn't. The City will be entering into a Memorandum of Understanding with the Tribes to clarify this.
- The Tribes are also in agreement with blocking off of the 116<sup>th</sup> rail bridge.
- He brought up a state sign near the bridge that had been tagged over the weekend, which will need to be addressed by WSDOT.

Jim Ballew:

- Earth Day events will be happening this weekend.
- Fishing Derby coming up soon.
- Parks is gearing up for summer activities and registering for summer events. They will be contracting with Anacortes and Granite Falls to do films for them.
- He will address the 116<sup>th</sup> bridge with WSDOT and will try to negotiate that they paint both sides before the barrier goes in.
- There was a large amount of graffiti over the weekend, especially in Comeford Park area.

Sandy Langdon:

- The auditors are here and are putting their schedule together.
- She reported on the NLC Prescription Discount Card Program. They have filled 68 prescriptions for 26 people with a savings of \$681 or 18.4%.

Chief Smith:

- He anticipates that arrests for the recent graffiti will be made in the near future.
- There has been a rise also in *bandito* (outlaw motorcycle gangs) activity and the police are very aware of this.
- Tip-a-Cop over the weekend had a great showing. Red Robin was outstanding to work with.
- Police Department is gearing up for the triathlon in August. A trainer is helping them out. In two weeks there will be a ride on the Lake Stevens bike course.

Gloria Hirashima reported that she met with Caldie Rogers from the Chamber today and Andy Tift from the Holiday Inn Express who gave her a substantial education on visitor information centers and hotel/motel legislation from the early 80's to present. They will provide a summary which she will share with the Council. They would like to work with the City further on the application and overall process.

CAO Hirashima reported the need for an executive session to discuss three litigation items involving personnel.

### **Call on Councilmembers**

Lee Phillips stated that he was just happy to be here.

Donna Wright had no comments.

John Soriano had no comments.

Jon Nehring had no comments.

Jeff Vaughan had no comments.

Carmen Rasmussen stated that she will be in Eastern Washington next week for some work-related training and would like an excused absence.

Jeff Seibert had no comments.

**Recess**

Mayor Pro Tem Seibert recessed the meeting at 7:37 p.m. for a short break before reconvening into Executive Session expected to last 10 minutes to discuss three items concerning litigation with no action.

**Executive Session** - started at 7:42 p.m.

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

**Adjournment**

Seeing no further business Mayor Pro Tem Seibert adjourned the meeting at 7:52 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

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

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

<b>Call to Order/Pledge of Allegiance/Roll Call</b>	7:00 p.m.
<b>Excuse the absence of</b> Councilmember Rasmussen.	Approved
<b>Presentations</b>	
K-9 Award Retirement Presentation for Officer Radar and Shadow	Held
Employee Service Awards	Held
Proclamation - Declaring May 3-9 2010, as Public Service Recognition Week	Held
<b>Approval of Minutes</b>	
Approval of March 15, 2010 City Council Retreat Meeting Minutes.	Approved
Approval of April 5, 2010 City Council Work Session Minutes.	Approved
Approval of April 12, 2010 City Council Meeting Minutes.	Approved
<b>Consent Agenda</b>	
Approval of April 7, 2010 Claims in the Amount of \$1,136,428.65; Paid by Check No.'s 62114 through 62260 with Check Number 61941 Voided.	Approved
Approval of April 14, 2010 Claims in the Amount of \$869,125.18; Paid by Check No.'s 62261 through 62419 with No Check Numbers Voided.	Approved
Approval of April 20, 2010 Payroll in the Amount of \$790,748.28; Paid by Check No.'s 22557 through 22602.	Approved
Authorize the Mayor to Sign the Supplemental Agreement No. 1 to the Professional Services Agreement with Otak, Inc. to Provide Consulting Services on the Smokey Point Area Project not to exceed \$95,050.00.	Approved
Acceptance of the Edward Springs Baffle Project Starting the 45 Day Lien Filing Period for Project Closeout.	Approved
Authorize the Mayor to Sign the Renewal of Interlocal Agreement with Snohomish Regional Drug Task Force.	Approved
Authorize the Mayor to Sign the Agreement for Caretaker Services and Lease Agreement with Matt Edgerton and Sabra Edgerton at Jennings Memorial Park.	Approved
<b>Public Hearings</b>	
<b>Review Bids</b>	
<b>New Business</b>	
Adopt an Ordinance of the City of Marysville Amending Certain Chapters in Title 16.12 of the Marysville Municipal Code (MMC) Relating to the Adoption of the National and Cities Electrical Code and Providing for Severability.	Approved Ord. #2821
<b>Legal</b>	
<b>Mayor's Business</b>	
Board of Appeals Appointments.	Continued
Affirm the appointment of Dan Hall to the Marysville Civil Service Commission for a six-year term ending March 10, 2016.	Continued
<b>Staff Business</b>	
<b>Call on Councilmembers</b>	
<b>Recess</b>	7:43
<b>Executive Session</b>	7:52
Litigation– one item pursuant to RCW 42.30.110(1)(i)	

Real Estate - one item pursuant to RCW 42.30.110(1)(b)	
<b>Reconvene</b>	8:14 p.m.
Authorize the Mayor to sign both versions of the Purchase and Sale Agreement for Geddes Marine Property as discussed in executive session.	
<b>Adjournment</b>	8:14 p.m.

# COUNCIL



# MINUTES

## **Regular Meeting**

*April 26, 2010*

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

Mayor Kendall called the April 26, 2010 meeting of the Marysville City Council to order at 7:00 p.m. at Marysville City Hall. The invocation was given by Mary Allen of Episcopal Church. Mayor Kendall led those present in the Pledge of Allegiance.

### **Roll Call**

Chief Administrator Gloria Hirashima gave the roll call. The following staff and councilmembers were in attendance:

**Mayor:** Dennis Kendall

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

**Absent:** Councilmember Carmen Rasmussen

**Also Present:** Chief Administrator Gloria Hirashima, City Attorney Thom Graafstra, Finance Director Sandy Langdon, Public Works Director Kevin Nielsen, Community Information Officer Doug Buell, Traffic Engineer John Tatum, Electrical Inspector Orlando Roche and Administrative Services Director Tracy Jeffries

Chief Administrator Gloria Hirashima informed Council that Councilmember Rasmussen requested an excused absence.

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

### **Committee Reports**

Councilmember Soriano reported that the **LEOFF 1 Board** met on April 21 and reviewed and approved three claims.

Councilmember Seibert reported that the Snohomish **County Solid Waste Advisory Board** met on April 14. The main topic of discussion was the comprehensive planning process, waste prevention, and the climate change model.

Councilmember Seibert attended the **Finance Committee** meeting on April 21. Items discussed were:

- On May 1 the federal government will be raising the cost of passports.
- Financial update – There are some issues with businesses that paid sales tax to the City of Marysville instead of the county so those will have to be rebated.
- Emissions tax and telephone tax are in effect, but haven't been reported yet.
- Waste Management was on strike, but they have since gone back to work.
- There is a new Information Services employee, Mark Hammers.

## **Presentations**

### A. K-9 Award Retirement Presentation for Officer Radar and Shadow

Carol Flynn-White, founder and president of Pennies for Puppies and Ponies, and Barb Harvey discussed the Jay Harvey Award which was created in honor of her late husband, Sheriff/US Marshall Jay Harvey. They presented a certificate and medal to Officers John Hendrickson and K-9 Shadow. Sergeant Thomas was present to accept the award on behalf of Officers Dreyer and K-9 Radar.

### B. Employee Service Awards

Lt. Darin Rasmussen recognized **Police Sergeant Brian Lutschg** for his 15 years of service.

### C. Proclamation - Declaring May 3-9 2010, as Public Service Recognition Week

Mayor Kendall read the Proclamation for the record.

## **Audience Participation**

Nils Nordmark, 3515 79<sup>th</sup> Ave NE Marysville WA 98270 discussed issues related to trespassing on abandoned properties. He wondered why the city couldn't block off this property to free up some of the time of the police officers.

CAO Gloria Hirashima indicated that this property has gone through bankruptcy and to a holding company which makes it very difficult to track down a responsible party. Staff has been working with the City Attorney's office to resolve this particular case.

## **Approval of Minutes**

1. Approval of March 15, 2010 City Council Retreat Meeting Minutes.

**Motion** made by Councilmember Wright, seconded by Councilmember Vaughan, to approve the March 15, 2010 City Council Meeting minutes as presented. **Motion** passed (6-0).

2. Approval of April 5, 2010 City Council Work Session Minutes.

**Motion** made by Councilmember Nehring, seconded by Councilmember Soriano, to approve the April 5, 2010 City Council Meeting minutes as presented. **Motion** passed (5-0) with Councilmember Phillips abstaining.

3. Approval of April 12, 2010 City Council Meeting Minutes.

Mayor Kendall stated that on page 6 Of 7 that the minutes, the motion should be corrected to reflect a *Resolution* rather than a *Proclamation*. The Resolution number is 2284.

**Motion** made by Councilmember Vaughan, seconded by Councilmember Seibert, to approve the April 5, 2010 City Council Meeting minutes as amended. **Motion** passed (5-0) with Councilmember Phillips abstaining.

### **Consent**

4. Approval of April 7, 2010 Claims in the Amount of \$1,136,428.65; Paid by Check No.'s 62114 through 62260 with Check Number 61941 Voided.
5. Approval of April 14, 2010 Claims in the Amount of \$869,125.18; Paid by Check No.'s 62261 through 62419 with No Check Numbers Voided.
6. Approval of April 20, 2010 Payroll in the Amount of \$790,748.28; Paid by Check No.'s 22557 through 22602.
7. Authorize the Mayor to Sign the Supplemental Agreement No. 1 to the Professional Services Agreement with Otak, Inc. to Provide Consulting Services on the Smokey Point Area Project not to exceed \$95,050.00.
8. Acceptance of the Edward Springs Baffle Project Starting the 45 Day Lien Filing Period for Project Closeout.
9. Authorize the Mayor to Sign the Renewal of Interlocal Agreement with Snohomish Regional Drug Task Force.
10. Authorize the Mayor to Sign the Agreement for Caretaker Services and Lease Agreement with Matt Edgerton and Sabra Edgerton at Jennings Memorial Park.

**Motion** made by Councilmember Wright, seconded by Councilmember Nehring, to approve Consent Agenda items 4, 5, 6, 7, 8, 9 and 10. **Motion** passed unanimously (6-0).

**New Business**

11. An **Ordinance** of the City of Marysville Amending Certain Chapters in Title 16.12 of the Marysville Municipal Code (MMC) Relating to the Adoption of the National and Cities Electrical Code and Providing for Severability.

**Motion** made by Councilmember Seibert, seconded by Councilmember Vaughan, to approve **Ordinance** #2821. **Motion** passed unanimously (6-0).

**Mayor's Business**

12. Board of Appeals Appointments.

Mayor Kendall informed Council that this item was delayed until the next meeting.

13. Civil Service Appointment; Dan Hall.

**Motion** made by Councilmember Seibert, seconded by Councilmember Phillips, to appoint Dan Hall to the Marysville Civil Service Commission for a six-year term ending March 10, 2016. **Motion** passed unanimously (6-0).

Other:

Mayor Kendall noted that the Fishing Derby would be held on Saturday morning at Jennings Park.

**Staff Business**

Kevin Nielsen reported CAO Hirashima would be reporting some amazing news tonight. He stated that Earth Day on Saturday went very well. 150 people showed up at Jennings Park. He thanked everyone involved in that.

Rick Smith had no comments.

Doug Buell gave an update on the weekend's Community Shred Day and Clean Sweep Spring Cleaning Events.

Sandy Langdon had no comments.

Thom Graafstra stated the need for an executive session for two matters, one concerning litigation and one concerning real estate. It was expected to last 20 minutes with action expected.

Gloria Hirashima:

- Reported the amazing news that the transportation appropriation request came out today and Senator Murray put in three of Marysville's projects: State Avenue (\$2 million), Lakewood (\$2 million) and Qwuloolt (\$750,000). It is not final yet, but

it is wonderful that Senator Murray felt these three projects were important enough to identify. Staff is very encouraged by the news.

- She explained that Everett is working on a partnership project with the Navy to provide service back and forth to the support complex. They are running about five trips a day through town.
- She attended the Navy's Sweet 16 Lunch.
- She discussed medical marijuana dispensaries and a pending business license that they have received for an alternative treatment center. Staff is trying to obtain additional information about this.

### **Call on Councilmembers**

Lee Phillips had no comments.

John Soriano asked if the Public Safety meeting was still scheduled for this week. Chief Smith confirmed that it is.

Jon Nehring congratulated staff on the amazing news about the appropriations. He stated that it was really heartening to see the positive community activity over the weekend at Jennings Park, the shred event, and the dumpsters.

Jeff Vaughan had no comments.

Donna Wright echoed that the Earth Day events were impressive. There was a lot of enthusiasm and people seemed to be having a lot of fun.

Jeff Seibert agreed that the news about the appropriations was amazing. He said he had the honor to stand in for Mayor Kendall at the ribbon cutting for SERVPRO and welcome them to the community. It looks like it will be a very vibrant business. He recently took a drive through the north end and was thoroughly amazed at the number of new businesses that are operating in the area.

### **Recess**

Mayor Kendall recessed the meeting at 7:43 p.m. for a short break before reconvening into Executive Session expected to last 20 minutes to discuss two items, one concerning real estate and one concerning litigation. Action was expected on one item.

**Executive Session** - started at 7:52 p.m.

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

Mayor Kendall called the meeting back to order at 8:14 p.m.

**Motion** made by Councilmember Seibert, seconded by Councilmember Phillips, to authorize the Mayor to sign both versions of the Purchase and Sale Agreement for Geddes Marine Property as discussed in executive session. **Motion** passed unanimously (6-0).

**Adjournment**

Seeing no further business, Mayor Kendall adjourned the meeting at 8:14 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

---

Mayor  
Dennis Kendall

---

Asst. Admin. Svcs. Director  
Tracy Jeffries

# COUNCIL



# MINUTES

## **Regular Meeting**

*April 26, 2010*

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

Mayor Kendall called the April 26, 2010 meeting of the Marysville City Council to order at 7:00 p.m. at Marysville City Hall. The invocation was given by Mary Allen of Episcopal Church. Mayor Kendall led those present in the Pledge of Allegiance.

### **Roll Call**

Chief Administrator Gloria Hirashima gave the roll call. The following staff and councilmembers were in attendance:

**Mayor:** Dennis Kendall

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

**Absent:** Councilmember Carmen Rasmussen

**Also Present:** Chief Administrator Gloria Hirashima, City Attorney Thom Graafstra, Finance Director Sandy Langdon, Public Works Director Kevin Nielsen, Community Information Officer Doug Buell, Traffic Engineer John Tatum, Electrical Inspector Orlando Roche and Administrative Services Director Tracy Jeffries

Chief Administrator Gloria Hirashima informed Council that Councilmember Rasmussen requested an excused absence.

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

### **Committee Reports**

Councilmember Soriano reported that the **LEOFF 1 Board** met on April 21 and reviewed and approved three claims.

Councilmember Seibert reported that the Snohomish **County Solid Waste Advisory Board** met on April 14. The main topic of discussion was the comprehensive planning process, waste prevention, and the climate change model.

Councilmember Seibert attended the **Finance Committee** meeting on April 21. Items discussed were:

- On May 1 the federal government will be raising the cost of passports.
- Financial update – There are some issues with businesses that paid sales tax to the City of Marysville instead of the county so those will have to be rebated.
- Emissions tax and telephone tax are in effect, but haven't been reported yet.
- Waste Management was on strike, but they have since gone back to work.
- There is a new Information Services employee, Mark Hammers.

## **Presentations**

### A. K-9 Award Retirement Presentation for Officer Radar and Shadow

Carol Flynn-White, founder and president of Pennies for Puppies and Ponies, and Barb Harvey discussed the Jay Harvey Award which was created in honor of her late husband, Sheriff/US Marshall Jay Harvey. They presented a certificate and medal to Officers John Hendrickson and K-9 Shadow. Sergeant Thomas was present to accept the award on behalf of Officers Dreyer and K-9 Radar.

### B. Employee Service Awards

Lt. Darin Rasmussen recognized **Police Sergeant Brian Lutschg** for his 15 years of service.

### C. Proclamation - Declaring May 3-9 2010, as Public Service Recognition Week

Mayor Kendall read the Proclamation for the record.

## **Audience Participation**

Nils Nordmark, 3515 79<sup>th</sup> Ave NE Marysville WA 98270 discussed issues related to trespassing on abandoned properties. He wondered why the city couldn't block off this property to free up some of the time of the police officers.

CAO Gloria Hirashima indicated that this property has gone through bankruptcy and to a holding company which makes it very difficult to track down a responsible party. Staff has been working with the City Attorney's office to resolve this particular case.

## **Approval of Minutes**

1. Approval of March 15, 2010 City Council Retreat Meeting Minutes.

**Motion** made by Councilmember Wright, seconded by Councilmember Vaughan, to approve the March 15, 2010 City Council Meeting minutes as presented. **Motion** passed (6-0).

2. Approval of April 5, 2010 City Council Work Session Minutes.

**Motion** made by Councilmember Nehring, seconded by Councilmember Soriano, to approve the April 5, 2010 City Council Meeting minutes as presented. **Motion** passed (5-0) with Councilmember Phillips abstaining.

3. Approval of April 12, 2010 City Council Meeting Minutes.

Mayor Kendall stated that on page 6 Of 7 that the minutes, the motion should be corrected to reflect a *Resolution* rather than a *Proclamation*. The Resolution number is 2284.

**Motion** made by Councilmember Vaughan, seconded by Councilmember Seibert, to approve the April 5, 2010 City Council Meeting minutes as amended. **Motion** passed (5-0) with Councilmember Phillips abstaining.

### **Consent**

4. Approval of April 7, 2010 Claims in the Amount of \$1,136,428.65; Paid by Check No.'s 62114 through 62260 with Check Number 61941 Voided.
5. Approval of April 14, 2010 Claims in the Amount of \$869,125.18; Paid by Check No.'s 62261 through 62419 with No Check Numbers Voided.
6. Approval of April 20, 2010 Payroll in the Amount of \$790,748.28; Paid by Check No.'s 22557 through 22602.
7. Authorize the Mayor to Sign the Supplemental Agreement No. 1 to the Professional Services Agreement with Otak, Inc. to Provide Consulting Services on the Smokey Point Area Project not to exceed \$95,050.00.
8. Acceptance of the Edward Springs Baffle Project Starting the 45 Day Lien Filing Period for Project Closeout.
9. Authorize the Mayor to Sign the Renewal of Interlocal Agreement with Snohomish Regional Drug Task Force.
10. Authorize the Mayor to Sign the Agreement for Caretaker Services and Lease Agreement with Matt Edgerton and Sabra Edgerton at Jennings Memorial Park.

**Motion** made by Councilmember Wright, seconded by Councilmember Nehring, to approve Consent Agenda items 4, 5, 6, 7, 8, 9 and 10. **Motion** passed unanimously (6-0).

**New Business**

11. An **Ordinance** of the City of Marysville Amending Certain Chapters in Title 16.12 of the Marysville Municipal Code (MMC) Relating to the Adoption of the National and Cities Electrical Code and Providing for Severability.

**Motion** made by Councilmember Seibert, seconded by Councilmember Vaughan, to approve **Ordinance** #2821. **Motion** passed unanimously (6-0).

**Mayor's Business**

12. Board of Appeals Appointments.

Mayor Kendall informed Council that this item was delayed until the next meeting.

13. Civil Service Appointment; Dan Hall.

**Motion** made by Councilmember Seibert, seconded by Councilmember Phillips, to appoint Dan Hall to the Marysville Civil Service Commission for a six-year term ending March 10, 2016. **Motion** passed unanimously (6-0).

Other:

Mayor Kendall noted that the Fishing Derby would be held on Saturday morning at Jennings Park.

**Staff Business**

Kevin Nielsen reported CAO Hirashima would be reporting some amazing news tonight. He stated that Earth Day on Saturday went very well. 150 people showed up at Jennings Park. He thanked everyone involved in that.

Rick Smith had no comments.

Doug Buell gave an update on the weekend's Community Shred Day and Clean Sweep Spring Cleaning Events.

Sandy Langdon had no comments.

Thom Graafstra stated the need for an executive session for two matters, one concerning litigation and one concerning real estate. It was expected to last 20 minutes with action expected.

Gloria Hirashima:

- Reported the amazing news that the transportation appropriation request came out today and Senator Murray put in three of Marysville's projects: State Avenue (\$2 million), Lakewood (\$2 million) and Qwuloolt (\$750,000). It is not final yet, but

it is wonderful that Senator Murray felt these three projects were important enough to identify. Staff is very encouraged by the news.

- She explained that Everett is working on a partnership project with the Navy to provide service back and forth to the support complex. They are running about five trips a day through town.
- She attended the Navy's Sweet 16 Lunch.
- She discussed medical marijuana dispensaries and a pending business license that they have received for an alternative treatment center. Staff is trying to obtain additional information about this.

### **Call on Councilmembers**

Lee Phillips had no comments.

John Soriano asked if the Public Safety meeting was still scheduled for this week. Chief Smith confirmed that it is.

Jon Nehring congratulated staff on the amazing news about the appropriations. He stated that it was really heartening to see the positive community activity over the weekend at Jennings Park, the shred event, and the dumpsters.

Jeff Vaughan had no comments.

Donna Wright echoed that the Earth Day events were impressive. There was a lot of enthusiasm and people seemed to be having a lot of fun.

Jeff Seibert agreed that the news about the appropriations was amazing. He said he had the honor to stand in for Mayor Kendall at the ribbon cutting for SERVPRO and welcome them to the community. It looks like it will be a very vibrant business. He recently took a drive through the north end and was thoroughly amazed at the number of new businesses that are operating in the area.

### **Recess**

Mayor Kendall recessed the meeting at 7:43 p.m. for a short break before reconvening into Executive Session expected to last 20 minutes to discuss two items, one concerning real estate and one concerning litigation. Action was expected on one item.

**Executive Session** - started at 7:52 p.m.

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

Mayor Kendall called the meeting back to order at 8:14 p.m.

**Motion** made by Councilmember Seibert, seconded by Councilmember Phillips, to authorize the Mayor to sign both versions of the Purchase and Sale Agreement for Geddes Marine Property as discussed in executive session. **Motion** passed unanimously (6-0).

**Adjournment**

Seeing no further business, Mayor Kendall adjourned the meeting at 8:14 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

---

Mayor  
Dennis Kendall

---

Asst. Admin. Svcs. Director  
Tracy Jeffries

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: May 10, 2010**

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 **April 21, 2010** claims in the amount of **\$407,671.60** paid by **Check No.'s 62420 through 62590** with Check No. 58817 voided.

**COUNCIL ACTION:**

BLANKET CERTIFICATION

**CLAIMS**

FOR

**PERIOD-4**

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 **\$407,671.60 PAID BY CHECK NO.'S 62420 THROUGH 62590 WITH CHECK NUMBER 58817 VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

*[Handwritten Signature]*  
\_\_\_\_\_  
AUDITING OFFICER

*4/22/10*  
\_\_\_\_\_  
DATE

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **21<sup>st</sup> DAY OF APRIL 2010.**

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

**CITY OF MARYSVILLE  
 INVOICE LIST**

FOR INVOICES FROM 04/15/2010 TO 04/21/2010

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
62420	WASHINGTON STATE DEPARTMENT OF	SALES & USE TAX 3/2010	001.231700.	71.38
	WASHINGTON STATE DEPARTMENT OF		00101130.549000.	0.24
	WASHINGTON STATE DEPARTMENT OF		00102020.549000.	8.78
	WASHINGTON STATE DEPARTMENT OF		00103010.549000.	28.84
	WASHINGTON STATE DEPARTMENT OF		101.231700.	56.29
	WASHINGTON STATE DEPARTMENT OF		104.231700.	2.41
	WASHINGTON STATE DEPARTMENT OF		305.231700.	57.19
	WASHINGTON STATE DEPARTMENT OF		401.231700.	505.47
	WASHINGTON STATE DEPARTMENT OF		40143410.553000.	44,995.22
	WASHINGTON STATE DEPARTMENT OF		40145040.553000.	5,256.45
	WASHINGTON STATE DEPARTMENT OF		41046060.553000.	18,182.33
	WASHINGTON STATE DEPARTMENT OF		420.231700.	24.76
	WASHINGTON STATE DEPARTMENT OF		420.231710.	5,413.30
	WASHINGTON STATE DEPARTMENT OF		42047267.553000.	302.24
	WASHINGTON STATE DEPARTMENT OF		501.231700.	69.78
	WASHINGTON STATE DEPARTMENT OF		503.231700.	3.96
62421	NANCY ABELL	REIMBURSE NIMS/ICS TRAINING SU	00100310.531200.	115.63
62422	AERATOR SOLUTIONS LLC	PROPELLER	401.231700.	-58.89
	AERATOR SOLUTIONS LLC		40142480.548000.	743.70
62423	ALBERTSONS FOOD CENTER #471	PARKS & REC, KBSCC SUPPLIES	00100310.549000.	33.20
	ALBERTSONS FOOD CENTER #471		00105120.531050.	35.94
	ALBERTSONS FOOD CENTER #471		00105120.531050.	56.88
	ALBERTSONS FOOD CENTER #471		00105250.531050.	38.27
	ALBERTSONS FOOD CENTER #471		00105250.531050.	44.84
62424	AM TEST INC	LAB ANALYSIS	40140780.541000.	395.00
	AM TEST INC	WATER BACTERIOLOGICAL ANALYSIS	40140780.541000.	890.00
62425	AWWA NW SUBSECTION	MEMBERSHIP DUES-NIELSEN, K	40143410.549000.	190.00
62426	JEREMY ANGELSHAUG	REFUND CLASS FEES	00110347.376004.	51.00
62427	AOC FINANCIAL SERVICES	DMCMA SPRING CONF-ELSNER	00100050.543000.	125.00
62428	ARAMARK UNIFORM SERVICES	MECHANICS UNIFORM	42047165.526000.	11.62
	ARAMARK UNIFORM SERVICES	MECHANINCS UNIFORM	42047165.526000.	11.62
	ARAMARK UNIFORM SERVICES	MECHANICS UNIFORM	42047165.526000.	12.05
	ARAMARK UNIFORM SERVICES	UNIFORM CLEANING	50100065.526000.	22.69
62429	MICHAEL ASPEN	INSTRUCTOR SERVICES	00105120.541020.	168.00
62430	AT&T MOBILITY	ACCT #287017967673	00103222.542000.	20.46
62431	WA AUDIOLOGY SERVICES INC	HEARING TESTING	00100310.531200.	44.20
	WA AUDIOLOGY SERVICES INC		00100310.531200.	225.45
62432	KARINE AVAGIMOVA	INTERPRETER SERVICES	00102515.549000.	125.00
62433	BANK OF AMERICA	MTG/REGISTRATION REIMBURSMEN	00100110.549000.	313.31
	BANK OF AMERICA		00100310.549000.	240.00
	BANK OF AMERICA		40143410.543010.	11.17
62434	BANK OF AMERICA	TRAVEL REIMBURSEMENT	00100060.543000.	848.88
	BANK OF AMERICA		00100110.543000.	1,652.85
	BANK OF AMERICA		00100110.549000.	21.41
	BANK OF AMERICA		00102020.543000.	706.83
62435	BANK OF AMERICA	FINANCE CHARGE REIMBURSEMENT	40143410.549000.	1.00
62436	BANK OF AMERICA	MEETING REIMBURSEMENT	00100110.543000.	75.04
	BANK OF AMERICA		00100110.549000.	15.00
62437	BANK OF AMERICA	TRAVEL REIMBURSEMENT	00103010.543000.	580.40
	BANK OF AMERICA		00103222.543000.	522.00
	BANK OF AMERICA		10400022.549000.1004	400.00
62438	SUSAN BANKS	INSTRUCTOR SERVICES	00105250.541020.	80.00

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 04/15/2010 TO 04/21/2010**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
62439	STEPHANIE BECK	REFUND CLASS FEES	00110347.376009.	25.00
62440	JOSH BENSON	REIMBURSE MEAL EXPENSE	00103222.543000.	50.84
62441	BETHLEHEM LUTHERAN CHURCH	HEALTHY LIFESTYLE MINI GRANT	00105090.531000.0811	500.00
62442	BLUMENTHAL UNIFORMS & EQUIPMENT	UNIFORM-KRUSEY, R	00103010.526000.	51.59
	BLUMENTHAL UNIFORMS & EQUIPMENT	UNIFORM-COSME, A	00103222.526000.	248.06
	BLUMENTHAL UNIFORMS & EQUIPMENT	UNIFORM EQUIPMENT	00103222.526000.	1,172.30
62443	RAE BOYD, APRN, BC	INMATE MEDICAL CARE 3/2010	00103960.541000.	1,950.00
62444	LARRY BUELL	REIMBURSE MEAL/TRAVEL EXPENSE	00103010.543000.	300.56
62445	BUILDING SPECIALTIES	CEILING TILE	40142480.531000.	109.19
62446	C R HARNDEN CO INC	(35) RED MAPLES	00105380.531000.	3,505.64
62447	CAN AM FABRICATIONS INC	FABRICATE/REPLACE STEEL PLATE	50100065.548000.	1,303.20
62448	CAPTAIN DIZZYS EXXON	CAR WASHES-POLICE DEPT	00103222.548000.	67.50
	CAPTAIN DIZZYS EXXON		00104230.548000.	4.50
62449	CARR'S ACE HARDWARE	HARDWARE	40142480.531300.	4.12
	CARR'S ACE HARDWARE		40142480.531300.	8.97
	CARR'S ACE HARDWARE	LUBRICANT,COUPLINGS	40142480.531300.	41.28
	CARR'S ACE HARDWARE	BATTERIES	40142480.531400.	16.28
62450	CASCADE NATURAL GAS	NATURAL GAS SERVICE @ STILLY	40141580.547000.	2,224.28
62451	CASCADE SUBSCRIPTION SERVICES, INC	SUBSCRIPTION TO GOLF WORLD	42047267.549000.	107.94
62452	CDW GOVERNMENT INC	USB THUMB DRIVE	00102020.531000.	37.30
	CDW GOVERNMENT INC	TOUGHBOOK SCREEN PROTECTOR	40142080.531000.0930	88.75
	CDW GOVERNMENT INC	BARRACUDA SPAM FILTER UPDATE	50300090.541000.	956.77
62453	CEMEX	ASPHALT CREDIT	10110240.531000.	-1,521.16
	CEMEX	ASPHALT	10110240.531000.	2,300.77
62454	CHAMPION BOLT & SUPPLY	MISC PARTS	40142480.548000.	21.24
	CHAMPION BOLT & SUPPLY		40142480.548000.	63.90
62455	CODE 4 PUBLIC SAFETY EDUCATION ASSOC	BULLET PROOF MIND TRAINING (3)	10400022.549000.1004	297.00
62456	COMCAST	ACCT #8498310020001355-KBSCC	00105250.547000.	48.11
62457	COMMERCIAL FIRE PROTECTION	(6) FIRE EXTINGUISHER SERVICE	00101250.548000.	18.50
	COMMERCIAL FIRE PROTECTION		00105380.548000.	58.00
	COMMERCIAL FIRE PROTECTION		42047165.548000.	10.50
62458	CO-OP SUPPLY	FERTILIZER	00105380.531000.	128.01
	CO-OP SUPPLY	GRASS SEED	10111561.531000.	48.86
62459	CPR TECHNOLOGY	NEXTEL EQUIPMENT	50350390.535000.RPLC	35.58
62460	VONNIE CRAWFORD	INSTRUCTOR SERVICES	00105250.541020.	180.00
62461	DATABASE SECURE RECORDS DESTRUCTIO	MONTHLY SHREDDING SERVICE	00100030.541000.	16.45
	DATABASE SECURE RECORDS DESTRUCTIO		00100050.541000.	49.38
	DATABASE SECURE RECORDS DESTRUCTIO		00103010.541000.	36.70
	DATABASE SECURE RECORDS DESTRUCTIO		00103121.541000.	36.68
	DATABASE SECURE RECORDS DESTRUCTIO		00103222.541000.	36.68
	DATABASE SECURE RECORDS DESTRUCTIO		00103960.541000.	36.68
	DATABASE SECURE RECORDS DESTRUCTIO		00104190.531000.	36.68
62462	DAVIS DOOR	REPAIR BAY DOOR AT PW	40143780.548000.	511.88
62463	SAM DAY	REIMBURSE MEAL-PESTICIDE CLASS	00105380.549000.	11.71
62464	MICHAEL DEAL	REFUND CLASS FEES	00110347.376009.	29.00
62465	DELACRUZ, MICHAEL	UB 983528680000 3528 68TH DR N	401.122130.	17.36
62466	DIAMOND B CONSTRUCTORS INC	REPAIR HEAT PUMPS @ LIBRARY	00112572.541000.	741.53
62467	DICKS TOWING INC	TOWING EXPENSE-MP 10-2148	00103222.541000.	43.44
62468	ROBERT DOLHANYK	REIMBURSE FOOD EXPENSE-NIMS TR	00100310.531200.	172.52
62469	DOUBLETREE HOTEL SEATTLE AIRPORT	2010 WABO LODGING	00102020.543000.	580.00
62470	DUNLAP INDUSTRIAL	BLADES,WRENCH	40140580.531000.	32.76
	DUNLAP INDUSTRIAL	BRICK,BLADE,WEED EATER STRING	40145040.531000.	110.61

**CITY OF MARYSVILLE  
 INVOICE LIST**

FOR INVOICES FROM 04/15/2010 TO 04/21/2010

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
62471	E&E LUMBER INC	FASTENERS	00105380.531000.	2.58
	E&E LUMBER INC	CLAMP,ELBOW	00105380.531000.	6.06
	E&E LUMBER INC	SOCKET	00105380.531000.	6.06
	E&E LUMBER INC	BITS,FASTENERS	00105380.531000.	15.46
	E&E LUMBER INC	FASTENERS	00105380.531000.	19.20
	E&E LUMBER INC	BULBS	00105380.531000.	31.47
	E&E LUMBER INC	MISC PARTS-JENNINGS CARETAKER	00105380.531000.	35.32
	E&E LUMBER INC	PAINT,ROLLER COVER,SPONGE,ETC	00105380.531000.	388.01
	E&E LUMBER INC	CONCRETE	10111864.531000.	16.02
	E&E LUMBER INC	FASTENERS	40142480.548000.	9.32
62472	EDGE ANALYTICAL INC	ANALYSIS	40140780.541000.	84.00
62473	ELDERS, AARON & LISA	UB 151190000002 12617 44TH AVE	401.122110.	685.67
62474	WA ENVIRONMENTAL TRAINING CENTER	ASBESTOS CEMENT PIPE TRAINING-	40143410.549030.	170.00
	WA ENVIRONMENTAL TRAINING CENTER		40143410.549030.	170.00
	WA ENVIRONMENTAL TRAINING CENTER	PUMP OPERATION/MAINT-DAVIS, J	40143410.549050.	335.00
62475	ESRI	ARCVIEW LICENSE	40142080.531000.0930	1,339.96
62476	ESTATE OF SHIRLEY SWEETON	UB 830918300001 7107 70TH AVE	401.122110.	162.34
62477	EVERETT HYDRAULICS INC	HYDRAULIC CYLINDERS	50100065.548000.	300.30
62478	CITY OF EVERETT	LAB ANALYSIS	40145040.553100.	157.50
62479	FAS-AHM UTILITIES LLC	UB 570730350000 17533 27TH AVE	401.122110.	151.38
62480	CHRIS FLOYD	INSTRUCTOR SERVICES	00105120.541020.	2,596.18
62481	GARNICH, DANIELLE	UB 720430000000 2133 67TH PL N	401.122110.	11.28
62482	MICHELLE KEMP-GEHLSSEN	PRO-TEM SERVICES	00100050.541000.	185.00
62483	LOIS GEIST	REIMBURSE CCS/WW TESTING FEES	40143410.549000.	136.00
62484	GENERAL CHEMICAL CORP	ALUM SULFATE 12.018 DRY TON	40142480.531320.	3,289.00
	GENERAL CHEMICAL CORP	ALUM SULFATE 12.172 DRY TON	40142480.531320.	3,331.14
62485	GEOTEST SERVICES INC	FIELD SAMPLING/LAB SERVICES	30500030.563000.R0502	500.00
62486	GOVCONNECTION INC	MISC PERIPHERALS	50300090.531000.	107.74
62487	PROCUREMENT & GOVERNMENT SALES INC	TV SYSTEM SETUP PERIPHERALS	001.231700.	-14.81
	PROCUREMENT & GOVERNMENT SALES INC		00100110.531000.	187.03
62488	GRANDVIEW MANAGEMENT SERVICES LLC	UB 424108000000 4108 84TH PL N	401.122110.	26.14
62489	JOSEPH H. GRANGER	APPRAISAL REVIEW	30500030.563000.R0604	800.00
	JOSEPH H. GRANGER	(6) APPRAISAL REVIEW	30500030.563000.R0604	4,800.00
62490	DENISE GRITTON	REIMBURSE HOTEL/MILEAGE EXPENS	00101023.543000.	357.98
62491	TANYA HANSON	REIMBURSE LYSOL WIPE PURCHASE	00101023.531000.	13.67
62492	JOSH HARDY	REIMBURSE MILEAGE	00103222.543000.	7.20
	JOSH HARDY		00103222.543000.	43.27
62493	HASLER, INC	POSTAGE MACHINE LEASE	00100030.545000.	123.80
	HASLER, INC		00100050.545000.	371.42
62494	HD FOWLER COMPANY	PVC SEWER PIPE	10110240.531000.	19.55
	HD FOWLER COMPANY	DRAINAGE SUPPLIES	10110240.531000.	127.46
	HD FOWLER COMPANY	COPPER TUBING	401.141400.	259.99
	HD FOWLER COMPANY	C226452 DEBIT FOR CREDIT INVOI	40140680.531000.	8.23
	HD FOWLER COMPANY	SHOE CLEANING STATION	42047165.531910.	40.42
	HD FOWLER COMPANY	DRAINAGE PIPE	42047165.531920.	241.06
62495	HOBART SERVICE	REPAIR OVEN DOOR @ JAIL	00103960.548000.	181.91
62496	ROY HOLMAN	WELLNESS SPEAKER	00100310.549011.	65.00
62497	HOME DEPOT CREDIT SVCS	MATERIALS-JENNINGS CARETAKER H	00105380.531000.	346.35
62498	LETTIE HYLARIDES	INTERPRETER SERVICES	00102515.549000.	100.00
	LETTIE HYLARIDES		00102515.549000.	108.80
	LETTIE HYLARIDES		00102515.549000.	183.80
62499	DEPT OF INFORMATION SERVICES	TELECOMMUNICATION SERVICES	00104190.551000.	1,121.80

**CITY OF MARYSVILLE**  
**INVOICE LIST**  
**FOR INVOICES FROM 04/15/2010 TO 04/21/2010**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
62500	INTEGRA TELECOM	ACCT #769949	00100020.542000.	163.86
	INTEGRA TELECOM		00100050.542000.	176.84
	INTEGRA TELECOM		00100110.542000.	71.34
	INTEGRA TELECOM		00100310.542000.	63.92
	INTEGRA TELECOM		00100720.542000.	15.05
	INTEGRA TELECOM		00101023.542000.	65.57
	INTEGRA TELECOM		00101130.542000.	42.14
	INTEGRA TELECOM		00101320.542000.	67.56
	INTEGRA TELECOM		00102020.542000.	352.58
	INTEGRA TELECOM		00103010.542000.	111.34
	INTEGRA TELECOM		00103121.542000.	10.00
	INTEGRA TELECOM		00103121.542000.	112.59
	INTEGRA TELECOM		00103222.542000.	474.88
	INTEGRA TELECOM		00103528.542000.	23.52
	INTEGRA TELECOM		00103630.542000.	11.69
	INTEGRA TELECOM		00103960.542000.	136.40
	INTEGRA TELECOM		00104190.542000.	151.52
	INTEGRA TELECOM		00104230.542000.	12.43
	INTEGRA TELECOM		00105120.542000.	59.65
	INTEGRA TELECOM		00105250.542000.	28.45
	INTEGRA TELECOM		00105380.542000.	67.17
	INTEGRA TELECOM		00105515.542000.	15.25
	INTEGRA TELECOM		00143523.542000.	104.41
	INTEGRA TELECOM		10111230.542000.	84.64
	INTEGRA TELECOM		40142480.542000.	126.31
	INTEGRA TELECOM		40143410.542000.	224.48
	INTEGRA TELECOM		41046170.542000.	11.69
	INTEGRA TELECOM		42047061.542000.	64.22
	INTEGRA TELECOM		50100065.542000.	39.65
	INTEGRA TELECOM		50148058.542000.	12.03
	INTEGRA TELECOM		50200050.542000.	23.71
	INTEGRA TELECOM		50300090.542000.	94.64
62501	JENKINS, KRISTEN & TODD	UB 042420333001 6308 96TH PL N	401.122110.	152.66
62502	JET PLUMBING	REPAIR PIPE @ CH	00103530.548000.	459.33
62503	JOHN DEERE CORP	LEASE PYMNT-JD WAM TC 1600T060	00105380.545000.1001	12,380.64
62504	KAMAN INDUSTRIAL TECHNOLOGIES	BEARINGS	50100065.534000.	112.13
62505	KAROLYN KOMETZ	REFUND CLASS FEES	00110347.376009.	25.00
62506	JOHN KOSTER BUSINESS ROUND TABLE	ROUNDTABLE (3)	00100060.549000.	25.00
	JOHN KOSTER BUSINESS ROUND TABLE		00100110.549000.	50.00
62507	SVETLANA KUPRIYANOVA	INTERPRETER SERVICES	00102515.549000.	119.81
62508	DEPARTMENT OF LABOR & INDUSTRIES	1ST QTR 2010 L&I	00100050.524000.	61.55
	DEPARTMENT OF LABOR & INDUSTRIES		00103222.524000.	315.73
	DEPARTMENT OF LABOR & INDUSTRIES		00105120.524000.	50.13
	DEPARTMENT OF LABOR & INDUSTRIES		00105250.524000.	479.83
	DEPARTMENT OF LABOR & INDUSTRIES		00105515.549000.	10.72
62509	LANGSHOLT, GLENN	UB 021000000000 5404 84TH PL N	401.122110.	198.38
62510	LANGUAGE EXCHANGE	INTERPRETER SERVICES	00102515.549000.	316.00
62511	LASTING IMPRESSIONS INC	HATS	00103222.526000.	226.11
62512	LES SCHWAB TIRE CENTER	DRIVE AXLE TIRES FOR MOWER # 2	50100065.534000.	1,278.81
62513	LINKS TURF SUPPLY INC	GLOVES, SAFETY GLASSES	42047165.526000.	74.39
62514	LOWES HIW INC	MATERIALS-JENNINGS CARETAKER H	00105380.531000.	196.73
62515	JAMES MAPLES	REIMBURSE NAMOA PURCHASES	00103222.549000.G1002	2,004.61

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 04/15/2010 TO 04/21/2010**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
62516	MARSHALL ELEMENTARY SCHOOL PTSA	HEALTHY LIFESTYLES MINI GRANT	00105090.531000.0811	500.00
62517	BRENDA MARTZ	REFUND CLASS FEES	00110347.376009.	35.00
62518	MARYSVILLE FLORAL	SYMPATHY ARRANGEMENT-MULLER	00100110.549000.	74.93
62519	MARYSVILLE PRINTING	HEALTHY COMM POSTERS	00105090.531000.0811	36.19
	MARYSVILLE PRINTING	(1000) ENVELOPES	00105380.531000.	59.77
62520	MARYSVILLE SCHOOL DISTRICT #25	FACILITY USEAGE @ CEDARCREST M	00105120.531091.	7.00
	MARYSVILLE SCHOOL DISTRICT #25	FACILITY USEAGE @ MSVL SECONDA	00105120.531091.	8.75
	MARYSVILLE SCHOOL DISTRICT #25	FACILITY USEAGE @ LIBERTY	00105120.531091.	105.25
	MARYSVILLE SCHOOL DISTRICT #25	FACILITY USEAGE @ TMS	00105120.531091.	128.00
	MARYSVILLE SCHOOL DISTRICT #25	FACILITY USEAGE @ CEDARCREST M	00105120.531091.	136.00
	MARYSVILLE SCHOOL DISTRICT #25	FACILITY USEAGE @ MMS	00105120.531091.	153.00
	MARYSVILLE SCHOOL DISTRICT #25	FACILITY USEAGE @ CASCADE	00105120.531091.	167.13
	MARYSVILLE SCHOOL DISTRICT #25	FACILITY USEAGE @ SHOULTES	00105120.531091.	183.46
	MARYSVILLE SCHOOL DISTRICT #25	FACILITY USEAGE @ KELLOGG MARS	00105120.531091.	188.48
	MARYSVILLE SCHOOL DISTRICT #25	FACILITY USEAGE @ SUNNYSIDE	00105120.531091.	229.25
	MARYSVILLE SCHOOL DISTRICT #25	FACILITY USEAGE @ MARSHALL	00105120.531091.	235.16
	MARYSVILLE SCHOOL DISTRICT #25	FACILITY USEAGE @ PINWOOD	00105120.531091.	274.75
	MARYSVILLE SCHOOL DISTRICT #25	FACILITY USEAGE @ GROVE	00105120.531091.	358.75
	MARYSVILLE SCHOOL DISTRICT #25	FACILITY USEAGE @ TMS	00105120.531091.	942.30
	MARYSVILLE SCHOOL DISTRICT #25	FACILITY USEAGE @ CEDARCREST M	00105120.531091.	1,313.43
	MARYSVILLE SCHOOL DISTRICT #25	FACILITY USEAGE @ MMS	00105120.531091.	1,366.74
	MARYSVILLE SCHOOL DISTRICT #25	FACILITY USEAGE @ QUIL CEDA	00105120.531091.	1,541.01
	MARYSVILLE SCHOOL DISTRICT #25	FACILITY USEAGE @ ALLEN CREEK	00105120.531091.	1,666.18
62521	CITY OF MARYSVILLE	WTR/SWR/GRB @ 1635 GROVE	00100010.547000.	2,039.91
62522	MOTOROLA	RADIO REPAIR	00103222.548000.	426.80
62523	NAHOLOHOLO, MAURICE C/O	UB 830316640001 7101 69TH PL N	401.122130.	61.53
62524	NEXTEL COMMUNICATIONS	BLACKBERRIES & ACCESSORIES	00103010.542000.	244.30
	NEXTEL COMMUNICATIONS		50300090.542000.	94.41
62525	DIANA NOMAN	INTERPRETER SERVICES	00102515.549000.	125.88
62526	NORTH COAST ELECTRIC COMPANY	PARTS FOR SODIUM HYPO PUMP	40142480.548000.	373.33
62527	NORTHWEST CASCADE INC	HONEY BUCKETS	00105120.531030.	363.43
62528	OFFICE DEPOT	OFFICE SUPPLIES	00100020.531000.	11.04
	OFFICE DEPOT		00100030.531000.	605.12
	OFFICE DEPOT		00100050.531000.	40.54
	OFFICE DEPOT		00102020.531000.	38.34
	OFFICE DEPOT		00103010.531000.	15.00
	OFFICE DEPOT		00103121.531000.	94.69
	OFFICE DEPOT		00103222.531000.	224.59
	OFFICE DEPOT		00103630.531000.	26.26
	OFFICE DEPOT		00104190.531000.	30.00
	OFFICE DEPOT		00105380.531000.	39.41
	OFFICE DEPOT		00105380.531000.	49.28
	OFFICE DEPOT		00143523.531000.	6.35
	OFFICE DEPOT	REFUND OFFICE SUPPLIES	10111230.531000.	-13.31
	OFFICE DEPOT	OFFICE SUPPLIES	10111230.531000.	7.41
	OFFICE DEPOT		10111230.531000.	44.68
	OFFICE DEPOT		40142380.531000.	21.26
	OFFICE DEPOT		40143410.531000.	11.04
	OFFICE DEPOT		40143410.531000.	22.80
	OFFICE DEPOT		50100065.531000.	1.23
	OFFICE DEPOT		50200050.531000.	1.23
62529	PACIFIC NW BUSINESS PRODUCTS INC	TONER	00103010.531000.	123.70

**CITY OF MARYSVILLE**  
**INVOICE LIST**

FOR INVOICES FROM 04/15/2010 TO 04/21/2010

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
62529	PACIFIC NW BUSINESS PRODUCTS INC	TONER	00103528.531000.	151.93
62530	PACIFIC POWER PRODUCTS	MOWER BLADES,BELT,FILTERS	00105380.548000.	137.28
	PACIFIC POWER PRODUCTS	BLADES	00105380.548000.	222.05
	PACIFIC POWER PRODUCTS	BELT	42047165.548000.	5.47
	PACIFIC POWER PRODUCTS	BLADES	42047165.548000.	106.05
	PACIFIC POWER PRODUCTS	BEARING	42047165.548000.	211.58
	PACIFIC POWER PRODUCTS	WINDSHIELDS	42047165.548000.	962.18
62531	PACIFIC TOPSOILS INC	DUMP FEES	10110240.531000.	75.00
	PACIFIC TOPSOILS INC		10110240.531000.	105.00
	PACIFIC TOPSOILS INC		10110240.531000.	150.00
	PACIFIC TOPSOILS INC		10110240.531000.	150.00
	PACIFIC TOPSOILS INC		10110240.531000.	150.00
	PACIFIC TOPSOILS INC		10110240.531000.	150.00
	PACIFIC TOPSOILS INC		10110240.531000.	150.00
	PACIFIC TOPSOILS INC		10110240.531000.	150.00
	PACIFIC TOPSOILS INC		10110240.531000.	150.00
62532	PAGELS, JAMES & HEIDI	UB 985004000001 5004 SUNNYSIDE	410.122100.	153.67
62533	THE PARTS STORE	CORE REFUND	00105380.548000.	-10.86
	THE PARTS STORE	BATTERY W/CORE CHR	00105380.548000.	93.01
	THE PARTS STORE	PLASTIC TIES	501.141100.	11.67
	THE PARTS STORE	ANTIFREEZE, WASHER FLUID,OIL,FU	501.141100.	134.49
	THE PARTS STORE	BATTERIES,BULBS,LAMPS,TIES	501.141100.	265.31
	THE PARTS STORE	SERP BELT	50100065.534000.	24.45
	THE PARTS STORE	(100FT) WIRE	50100065.534000.	74.93
	THE PARTS STORE	ALTERNATOR	50100065.534000.	155.52
62534	PATRICKS PRINTING INC	NOTICE OF CASE SETTINGS	00100030.531000.	895.27
	PATRICKS PRINTING INC	BUSINESS CARDS	00100050.531000.	143.60
	PATRICKS PRINTING INC	ENVELOPES	00100050.531000.	153.96
	PATRICKS PRINTING INC	WINDOW ENVELOPES	00100050.531000.	389.12
62535	PELZER GOLF SUPPLIES	SOFT SPIKES	420.141100.	182.64
62536	PETTY CASH FUND-POLICE	TRAFFIC SUPPLIES,OFFICE SUPPLI	00103010.543000.	7.18
	PETTY CASH FUND-POLICE		00103121.531000.	8.94
	PETTY CASH FUND-POLICE		00103222.531000.	11.93
	PETTY CASH FUND-POLICE		00103222.531000.	57.16
62537	JOSEPH PHAM	INTERPRETER SERVICES	00102515.549000.	125.00
62538	PICKLESIMER, ROB	UB 051006500001 8812 58TH DR N	401.122110.	25.63
62539	PLATT- EVERETT	LIGHT FIXTURE,BULBS	42047165.531000.	218.79
62540	PNCWA	PNCWA MEMBERSHIP-BRYANT, S	40142480.549000.	10.00
	PNCWA	PNCWA MEMBERSHIP-BYDE, D	40142480.549000.	10.00
	PNCWA	PNCWA MEMBERSHIP-COBB, J	40142480.549000.	10.00
	PNCWA	PNCWA MEMBERSHIP-CRAIN, J	40142480.549000.	10.00
	PNCWA	PNCWA MEMBERSHIP-FILORI, J	40142480.549000.	10.00
	PNCWA	PNCWA MEMBERSHIP-FREEMAN, S	40142480.549000.	10.00
	PNCWA	PNCWA MEMBERSHIP-ROODZANT, D	40142480.549000.	10.00
	PNCWA	PNCWA MEMBERSHIP-STAIR, F	40142480.549000.	10.00
62541	PORT GARDNER VINTAGE AUTO CLUB	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
62542	UNITED STATES POSTAL SERVICE	POSTAGE FOR METER # 62158	00104190.542000.	2,000.00
62543	PROTHMAN COMPANY	ADVISORY SERVICES	00100110.541000.	1,200.00
62544	PUGET SOUND SECURITY PATROL INC.	SECURITY SERVICES	00100030.541000.	820.64
	PUGET SOUND SECURITY PATROL INC.		00100050.541000.	2,461.92
62545	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #2000-2187-1	00101250.547000.	2,147.70
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #2016-1747-9	00103530.547000.	2,291.76

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 04/15/2010 TO 04/21/2010**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
62545	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #2000-6146-3	00105380.547000.	154.51
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #2032-9121-6	10111230.547000.	263.49
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #2022-8858-5	10111864.547000.	111.93
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #2020-1181-3	40140180.547000.	29.76
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #2022-9424-5	40142280.547000.	90.32
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #2023-0330-1	40142280.547000.	92.78
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #2019-0963-7	40142280.547000.	246.15
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #2013-4666-5	40142280.547000.	402.79
62546	PUMPTech INC	RECONDITION 100 HP GE MOTOR	40200034.560000.W0705	2,329.07
62547	R&R PRODUCTS INC	FILE	42047165.548000.	21.56
	R&R PRODUCTS INC	TIRE SEALANT	42047165.548000.	110.07
62548	RCA PROPERTIES	UB 987608330000 7608 33RD ST N	401.122130.	90.44
62549	RHODES, BRUCE & SANDRA	UB 761302558701 7907 80TH AVE	401.122110.	166.23
62550	JERAMIE ROTH	REIMBURSE MEAL-PESTICIDE TRAIN	00105380.549000.	8.44
62551	JOHN RUSDEN	PRO-TEM SERVICES	00100050.541000.	185.00
	JOHN RUSDEN		00100050.541000.	370.00
62552	SAM & PATCH INC	REFUND BUSINESS LICENSE FEES	00100321.319000.	50.00
62553	SEA-ALASKA INDUSTRIAL ELECTRIC INC	(5) INSULATING OIL	40142480.548000.	82.16
62554	SENIOR HEALTH INSURANCE CO OF PA	2010 INSURANCE PREMIUM-SWEAREN	00103010.541100.	2,469.17
62555	SHEPHERD, EDWARD	UB 751590000000 7309 52ND ST N	401.122110.	18.52
62556	TERRY SIMON	PRO-TEM SERVICES	00100050.541000.	370.00
62557	SMOKEY POINT CONCRETE	DRAIN ROCK	10110240.531000.	154.59
62558	SNO CO PUBLIC WORKS	SOLID WASTE DISPOSAL FEES	41046060.551000.	119,713.00
62559	SNOHOMISH COUNTY TREASURER	CRIME VICTIM/WITNESS FUNDS	00102570.551000.	934.07
62560	SNOPAC	ACCESS ASSESSMENT	00104190.551000.	820.19
62561	SONITROL	SECURITY MICROPROX PATCHES	00100310.531000.	38.02
62562	SOROPTIMIST OF MARYSVILLE	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
62563	SOUND PUBLISHING INC	LEGAL NOTICES-ACCT #88522148	00102020.544000.	341.24
62564	SOUND PUBLISHING INC	LEGAL ADS-ACCT #88522146	30500030.563000.R0604	434.48
62565	SOUND SAFETY PRODUCTS CO INC	GLOVES	501.141100.	69.73
	SOUND SAFETY PRODUCTS CO INC	RAINGEAR	501.141100.	380.97
	SOUND SAFETY PRODUCTS CO INC	SHORTS-NORSBY, M	50200050.526000.	96.09
62566	STATE AVENUE PLAZA, LLC	MONTHLY LEASE PYMNT-1015 STATE	00101250.545000.	28,000.00
62567	WASHINGTON STATE PATROL	BACKGROUND CHECKS	00100310.541000.	320.00
	WASHINGTON STATE PATROL	BACKGROUND CHECK	00102020.531000.	10.00
62568	STEWART, GARY	UB 591150000000 2105 142ND PL	401.122110.	138.56
62569	STRATEGIES 360 INC	PROFESSIONAL SERVICES	10111230.541000.	3,750.00
	STRATEGIES 360 INC		40143410.541000.	3,750.00
62570	EXCEL EDUCATIONAL SOLUTIONS, INC.	INSTRUCTOR SERVICES	00105120.541020.	204.75
62571	DIANE HESS TAYLOR	PRO-TEM SERVICES	00100050.541000.	185.00
62572	J. STEVEN THOMAS		00100050.541000.	740.00
62573	TIRE DISPOSAL & RECYCLING	JUNK TIRE DISPOSAL FEES	50100065.549000.	336.55
62574	TORO NSN	IRRIGATION COMP SOFTWARE LEASE	42047165.531920.	134.00
62575	TOTEM MIDDLE SCHOOL ASB	HEALTHY LIFESTYLES MINI GRANT	00105090.531000.0811	500.00
62576	TRI-STATE TRUCK & EQUIPMENT INC	CUTTING EDGE	501.231700.	-51.00
	TRI-STATE TRUCK & EQUIPMENT INC		50100065.534000.	644.00
62577	UNITED PARCEL SERVICE	SHIPPING EXPENSE	00103222.541000.	23.49
	UNITED PARCEL SERVICE		10111864.548000.	6.33
	UNITED PARCEL SERVICE		10111864.548000.	50.77
	UNITED PARCEL SERVICE		10111864.548000.	76.88
	UNITED PARCEL SERVICE		30500030.563000.R0502	5.28
	UNITED PARCEL SERVICE		30500030.563000.R0502	6.90

**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 04/15/2010 TO 04/21/2010**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
62577	UNITED PARCEL SERVICE	SHIPPING EXPENSE	40142080.531000.	6.33
	UNITED PARCEL SERVICE		40142080.531000.	6.33
	UNITED PARCEL SERVICE		40142080.531000.	192.73
62578	UNITED PIPE & SUPPLY INC	(3) 3" COUPLING ROMAC	40140580.531000.	331.50
62579	US TENNIS ASSOCIATION	MEMBERSHIP RENEWAL-HALL, D	00105120.531050.	35.00
62580	USSSA WASHINGTON STATE	SOFTBALL SANCTION FEES	00105120.531010.	840.00
62581	CITY OF VANCOUVER	2010 EVOC INSTRUCTOR CLASS-RIC	10400022.549000.1004	500.00
62582	CARMELITA VAN HATTEM	REFUND CLASS FEES	00110347.376009.	25.00
62583	VERIZON NORTHWEST	ACCT #404449227007	00100050.542000.	214.00
	VERIZON NORTHWEST		00100310.531000.	54.51
62584	WASHINGTON STATE TREASURER	PUBLIC SAFETY & BLGD REVENUE	001.237010.	54,640.56
	WASHINGTON STATE TREASURER		001.237030.	1,134.00
62585	WA URISA	2010 GIS WORKSHOP-HUDSON, C	00102020.549000.	280.00
62586	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	00105380.531400.	180.79
	WAXIE SANITARY SUPPLY		00105380.531400.	1,366.35
62587	WELLS FARGO FINANCIAL CAPITAL FINANC	2009 PROPERTY TAX ON MAIL MACH	00100020.542000.	9.13
	WELLS FARGO FINANCIAL CAPITAL FINANC		00102020.542000.	14.60
	WELLS FARGO FINANCIAL CAPITAL FINANC		10111230.542000.	1.83
	WELLS FARGO FINANCIAL CAPITAL FINANC		40143410.542000.	7.30
	WELLS FARGO FINANCIAL CAPITAL FINANC		41046170.542000.	1.83
	WELLS FARGO FINANCIAL CAPITAL FINANC		50100065.545000.	0.91
	WELLS FARGO FINANCIAL CAPITAL FINANC		50200050.545000.	0.91
62588	WESTERN EQUIPMENT DISTRIBUTORS	NUTS,SCREWS	42047165.548000.	98.85
62589	WHITFORD, WARREN	UB 037601000000 7601 87TH ST N	401.122110.	20.00
62590	RAMONA WILLEY	REFUND CLASS FEES	00110347.376009.	25.00

**WARRANT TOTAL: 407,685.27**

**VOID**

**REASON FOR VOIDS:**

**CHECK # 58817 CHECK LOST (13.67)**

- INITIATOR ERROR
- WRONG VENDOR
- CHECK LOST IN MAIL

**407,671.60**

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: May 10, 2010**

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 **April 28, 2010** claims in the amount of **\$305,370.35** paid by **Check No.'s 62591 through 62734** with Check No. 59927 voided.

**COUNCIL ACTION:**

BLANKET CERTIFICATION  
**CLAIMS**  
FOR  
**PERIOD-4**

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 **\$305,370.35 PAID BY CHECK NO.'S 62591 THROUGH 62734 WITH CHECK NUMBER 59927 VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

*[Handwritten Signature]*  
\_\_\_\_\_  
AUDITING OFFICER

*4/28/10*  
\_\_\_\_\_  
DATE

\_\_\_\_\_  
MAYOR DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **28<sup>th</sup> DAY OF APRIL 2010.**

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

DATE: 04/28/2010  
 TIME: 9:07:20AM

**CITY OF MARYSVILLE  
 INVOICE LIST**

PAGE: 1

**FOR INVOICES FROM 04/22/2010 TO 04/28/2010**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
62591	ACKLEY TOOL CO	METOTECH REPAIR	40141180.549000.	401.51
62592	AUTOMATIC FUNDS TRANSFER SERVICES	WEB PAYMENT SERVICES	00143523.541000.	683.00
	AUTOMATIC FUNDS TRANSFER SERVICES	REMITTANCE PROCESSING	00143523.541000.	1,170.01
	AUTOMATIC FUNDS TRANSFER SERVICES	BILL PRINTING SERVICES	00143523.541000.	9,026.75
62593	ALBERTSONS FOOD CENTER #471	INMATE SUPPLIES	00103960.531000.	230.83
62594	AMSAN SEATTLE	DEGREASER	501.141100.	57.60
	AMSAN SEATTLE		501.141100.	230.39
62595	ARAMARK UNIFORM SERVICES	MECHANICS UNIFORM	42047165.526000.	11.62
	ARAMARK UNIFORM SERVICES	UNIFORM CLEANING	50100065.526000.	21.77
62596	ASCOM HASLER/GE CAP PROG	POSTAGE METER	00100020.542000.	2.20
	ASCOM HASLER/GE CAP PROG		00100020.542000.	13.86
	ASCOM HASLER/GE CAP PROG		00100110.545000.	4.39
	ASCOM HASLER/GE CAP PROG		00100110.545000.	27.69
	ASCOM HASLER/GE CAP PROG		00100310.545000.	4.38
	ASCOM HASLER/GE CAP PROG		00100310.545000.	27.69
	ASCOM HASLER/GE CAP PROG		00101023.545000.	4.39
	ASCOM HASLER/GE CAP PROG		00101023.545000.	27.69
	ASCOM HASLER/GE CAP PROG		00101130.545000.	4.39
	ASCOM HASLER/GE CAP PROG		00101130.545000.	27.69
	ASCOM HASLER/GE CAP PROG		00101320.545000.	4.38
	ASCOM HASLER/GE CAP PROG		00101320.545000.	27.69
	ASCOM HASLER/GE CAP PROG		00102020.542000.	4.38
	ASCOM HASLER/GE CAP PROG		00102020.542000.	27.68
	ASCOM HASLER/GE CAP PROG		00143523.545000.	4.38
	ASCOM HASLER/GE CAP PROG		00143523.545000.	27.69
	ASCOM HASLER/GE CAP PROG		40143410.542000.	2.20
	ASCOM HASLER/GE CAP PROG		40143410.542000.	13.86
62597	BRIAN CHARLES ASHBACH	PUBLIC DEFENDER	00101420.541040.	106.25
62598	ATHENS TECHNICAL SPECIALIST, INC	CALIBRATE PCMT 2600 CFM TESTER	10111864.548000.	585.00
62599	BAG BOY	SLOTLINE PUTTERS	420.141100.	182.00
	BAG BOY	PUTTERS,BAGS,CARTS	420.141100.	809.40
62600	JUDY BARKLY	JURY DUTY	00102515.549000.	13.03
62601	BARNETT IMPLEMENT	(2) WALK BEHIND MOWERS	00105380.535000.	758.03
62602	TONI BECKTELL	REFUND CLASS FEES	00110347.376004.	16.00
	TONI BECKTELL		00110347.376004.	31.00
62603	TERI BELL-MCCANN		00110347.376009.	60.00
62604	PAUL BENDEL	INSTALLATION OF LINK PIPE SLEE	40143110.541000.	12,475.85
62605	BENNETT, LEEANN	UB 984612000001 4612 71ST DR N	410.122100.	118.82
62606	BICKFORD FORD-MERCURY	DOOR HINGE LOWER ASSEMBLY	50100065.534000.	49.54
	BICKFORD FORD-MERCURY	WINDOW SWITCH	50100065.534000.	57.71
62607	BLUMENTHAL UNIFORMS & EQUIPMENT	UNIFORM-BARTL	00103222.526000.	915.99
62608	BOSTEC INC.	BAC MOUTHPIECE SUPPLIES	00103222.531000.	57.57
62609	BOYDEN ROBINETT & ASSOCIATES LP	UB 846429860000 6429 86TH AVE	401.122110.	48.50
62610	MARTY BREWER	USED GOLF BALLS	420.141100.	300.00
62611	BRIDGESTONE GOLF INC	LADIES GLOVES	420.141100.	38.04
	BRIDGESTONE GOLF INC		420.141100.	111.16
62612	BUSINESS & LEGAL REPORTS INC	OSHA'S BLOODBORNE PATH BOOKLE7	001.231700.	-6.49
	BUSINESS & LEGAL REPORTS INC		00100310.531000.	81.90
62613	MICHAEL CAMERON SR	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
62614	CARR'S ACE HARDWARE	KEYS MADE	40142080.549000.	23.75
	CARR'S ACE HARDWARE		40145040.549000.	23.76
62615	CHAMPION BOLT & SUPPLY	ANTI FATIGUE GLOVES	00105380.531000.	36.30

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 04/22/2010 TO 04/28/2010**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
62616	KATHY CHRISTIANSEN	REFUND CLASS FEES	00110347.376009.	30.00
62617	CI TECHNOLOGIES INC	ANNUAL SOFTWARE UPGRADE	00103010.541000.	651.60
62618	THE CIT GROUP/COMM. SVCS	MENS OUTERWEAR	420.141100.	1,117.88
62619	CLYDE WEST	DOOR CABLE ASSEMBLY	50100065.534000.	141.38
62620	CODE PUBLISHING INC	ELEC MUNICIPAL CODE UPDATE	00101130.541000.	121.00
62621	COMCAST	PRO SHOP TV CABLE	42047267.549000.	51.23
	COMCAST	MONTHLY BROADBAND CHARGE	50300090.531000.	169.95
62622	US DEPT OF COMMERCE ECONOMIC	1977 DROUGHT BOND-INTEREST PYM	40800083.583000.	4,000.00
62623	CONSOLIDATED ELECTRIAL DIST INC	BULBS	00100010.531000.	43.90
	CONSOLIDATED ELECTRIAL DIST INC		00112572.531000.	146.76
	CONSOLIDATED ELECTRIAL DIST INC		40143410.531000.	117.28
	CONSOLIDATED ELECTRIAL DIST INC	FLASHLIGHT,ELEC & PVC TAPE	50200050.531000.	24.09
62624	CO-OP SUPPLY	TOOLS AND TOOL BAG-KING, A	00105380.531000.A1002	130.85
	CO-OP SUPPLY	40' CORD	40140580.531000.	33.66
62625	CORPORATE OFFICE SUPPLY	PURELL WIPES,HAND SANITIZER	501.141100.	214.90
62626	WA DEPT OF CORRECTIONS	INMATE MEALS	00103960.531250.	1,411.82
	WA DEPT OF CORRECTIONS		00103960.531250.	1,507.89
62627	WA DEPT OF CORRECTIONS	WORK CREW	00105380.549000.	990.20
	WA DEPT OF CORRECTIONS		40145040.549000.	822.66
62628	CRYSTAL SPRINGS	WATER DELIVERED/COOLER RENTAL	40142480.531330.	82.96
62629	DAILY JOURNAL OF COMMERCE	CALLS FOR BIDS AD	40220594.563000.W0607	356.40
62630	DATABASE SECURE RECORDS DESTRUCTIO	MONTHLY SHREDDING SERVICE	00101023.531000.	7.46
	DATABASE SECURE RECORDS DESTRUCTIO		00101130.531000.	7.47
	DATABASE SECURE RECORDS DESTRUCTIO		00101130.531000.	613.93
	DATABASE SECURE RECORDS DESTRUCTIO		00143523.531000.	7.46
62631	DEAVER ELECTRIC	POWER TO TV'S- CAO & CONF ROOM	00103530.531000.	252.82
	DEAVER ELECTRIC	MOVE DRYER OUTLET@JENNINGS CA	00105380.531000.	152.74
	DEAVER ELECTRIC	WIRE LOCATE ATTEMPT @ 130TH&43	10110463.548000.	388.25
62632	MICHAEL DELA CRUZ	JURY DUTY	00102515.549000.	27.68
62633	ELDON DENNIS	LEOFF 1 REIMBURSEMENT	00103010.541000.	414.20
62634	DIAMOND B CONSTRUCTORS INC	REPAIR WORK TO GAS HEATER-WWTF	40142480.548000.	504.99
	DIAMOND B CONSTRUCTORS INC	HVAC SERVICE-WWTP	40142480.548000.	711.33
	DIAMOND B CONSTRUCTORS INC	MAINTENANCE-CD	40143780.548000.	151.50
62635	DICKS TOWING INC	TOWING EXPENSE-MP 10-2086	00103222.541000.	43.44
	DICKS TOWING INC	TOWING EXPENSE-MP 10-2117	00103222.541000.	43.44
	DICKS TOWING INC	TOWING EXPENSE-MP 10-2129	00103222.541000.	43.44
	DICKS TOWING INC	TOWING EXPENSE-CUSTODY VAN	50100065.548000.	43.44
62636	DOCUMENT SCANNING SYSTEMS & IMAG.	SOFTWARE MAINTENANCE	001.231700.	-344.00
	DOCUMENT SCANNING SYSTEMS & IMAG.		00103121.545000.	4,344.00
62637	E&E LUMBER INC	PLYWOOD	00100010.531000.	25.37
	E&E LUMBER INC	HOSE SHUTOFF,BRASS NOZZLE	00105380.531000.	15.82
	E&E LUMBER INC	SQUEEGEE,P-TARP	00105380.531000.	19.41
	E&E LUMBER INC	CELL PHONE CLIPS	00105380.531000.	19.53
	E&E LUMBER INC	MARATHON BLADE	00105380.531000.	19.54
	E&E LUMBER INC	TARP,STRAPS	00105380.531000.	27.15
	E&E LUMBER INC	GRAFFITI PAINT SUPPLIES	00105380.531000.	28.78
	E&E LUMBER INC	BULBS,SHOWER HEAD & ARM W/FLAN	00105380.531000.	29.46
	E&E LUMBER INC	J ROLLER	00105380.531000.	30.60
	E&E LUMBER INC	PATIO BLOCK	00105380.531000.	64.51
	E&E LUMBER INC	CONCRETE,STRINGHOLDER	00105380.531000.	229.33
	E&E LUMBER INC	MISC TOOLS	40143780.531000.	10.00
	E&E LUMBER INC	JIGSAW BLADES	40143780.531000.	28.09

**CITY OF MARYSVILLE  
 INVOICE LIST**

FOR INVOICES FROM 04/22/2010 TO 04/28/2010

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
62637	E&E LUMBER INC	ENTRY LOCKSET	40143780.531000.	32.57
	E&E LUMBER INC	LUMBER	40143780.531000.	51.78
	E&E LUMBER INC	SHOVELS,RAKES	42047165.535000.	118.28
	E&E LUMBER INC	FLEX JOINT KNIFE,JOINT COMPOUN	50200050.531000.	38.08
62638	RITA ELLIOTT	JURY DUTY	00102515.549000.	10.51
62639	EMERALD HILLS COFFEE SERVICE	COFFEE SUPPLIES-KBSCC	10605250.549000.	124.91
62640	SNO CO DEPT OF EMERGENCY MANAGEME	EMERGENCY SERVICE 1ST QTR 2010	00100090.549000.	9,908.00
62641	WA ENVIRONMENTAL TRAINING CENTER	TRAINING-AVEY, R	40143410.549030.	179.00
	WA ENVIRONMENTAL TRAINING CENTER	TRAINING-BRYANT, R	40143410.549030.	179.00
	WA ENVIRONMENTAL TRAINING CENTER	TRAINING-GETTLE, R	40143410.549030.	179.00
	WA ENVIRONMENTAL TRAINING CENTER	TRAINING-LEE, J	40143410.549030.	179.00
62642	TAMMI ESTES	JURY DUTY	00102515.549000.	13.03
62643	ETONIC WORLDWIDE LLC	DRI TECH MOCHA SHOES	420.141100.	57.55
62644	EVERETT HYDRAULICS INC	REPAIR BOX TILT CYLINDERS	50100065.548000.	1,384.68
62645	CITY TREASURER EVERETT WA	WATER/FILTRATION SERVICE CHAR	40140080.533000.	94,302.02
62646	CITY OF EVERETT	LAB ANALYSIS	40140780.541000.	461.70
	CITY OF EVERETT		40142480.541000.	1,751.40
62647	EVERGREEN SECURITY SYSTEMS	ALARM MONITORING-COURT	00101250.541000.	108.00
62648	FAST WATER HEATER	REFUND BUILDING PERMIT FEE	00107322.321000.	25.00
62649	FBINAA WASHINGTON CHAPTER	TRAINING-SMITH, R	10400022.549000.1004	45.00
62650	ANGELA FISHER	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
62651	GENERAL CHEMICAL CORP	ALUM SULFATE 12.015 DRY TON	40142480.531320.	3,288.17
62652	GENERAL CHEMICAL CORP	ALUM SULFATE 12.191 DRY TON	40142480.531320.	3,336.34
62653	GOVERNMENT FINANCE OFFICERS ASSOC	MEMBERSHIP DUES-GRITTON/LANGDI	00101023.549000.	250.00
62654	GRANDVIEW MANAGEMENT SERVICES LLC	UB 428407000000 8407 42ND DR N	401.122110.	73.05
62655	JESSICA HARDIN	JURY DUTY	00102515.549000.	14.04
62656	KENNETH HARTSOCK		00102515.549000.	19.09
62657	HD FOWLER COMPANY	36" PVC HANDPUMP W/HOSE	00105380.531000.	58.83
	HD FOWLER COMPANY	METER GASKETS,RESETTERS	401.141400.	523.73
	HD FOWLER COMPANY	METER BOX BASE	401.141400.	535.75
	HD FOWLER COMPANY		401.141400.	535.75
	HD FOWLER COMPANY	POLYMER LID,BOX BASE	40140580.531000.	511.21
	HD FOWLER COMPANY	PVC PIPE,COUPLINGS	40142080.531000.	165.18
	HD FOWLER COMPANY	PVC PIPE,ADAPTERS	40145040.531000.	197.55
62658	AMANDA HERTZ	INSTRUCTOR SERVICES	00105120.541020.	61.20
62659	IOS CAPITAL	COPIER CHARGES	00100020.545000.	48.65
	IOS CAPITAL		00100020.545000.	275.96
	IOS CAPITAL		00100030.545000.	119.46
	IOS CAPITAL		00100050.545000.	220.47
	IOS CAPITAL		00100110.545000.	84.06
	IOS CAPITAL		00100110.545000.	267.59
	IOS CAPITAL		00100310.545000.	84.05
	IOS CAPITAL		00100310.545000.	137.92
	IOS CAPITAL		00100720.545000.	114.68
	IOS CAPITAL		00101023.545000.	304.71
	IOS CAPITAL		00101130.545000.	304.71
	IOS CAPITAL		00101320.545000.	175.79
	IOS CAPITAL		00102020.545000.	307.56
	IOS CAPITAL		00102020.545000.	335.35
	IOS CAPITAL		00103121.545000.	321.45
	IOS CAPITAL		00103222.545000.	33.19
	IOS CAPITAL		00103960.545000.	163.99

**CITY OF MARYSVILLE**  
**INVOICE LIST**  
**FOR INVOICES FROM 04/22/2010 TO 04/28/2010**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
62659	IOS CAPITAL	COPIER CHARGES	00104190.545000.	58.65
	IOS CAPITAL		00104190.545000.	380.10
	IOS CAPITAL		00104190.545000.	583.18
	IOS CAPITAL		00105250.545000.	44.53
	IOS CAPITAL		00105380.545000.	345.35
	IOS CAPITAL		00143523.545000.	273.18
	IOS CAPITAL		10111230.545000.	105.89
	IOS CAPITAL		40142480.545000.	42.90
	IOS CAPITAL		40143410.545000.	76.89
	IOS CAPITAL		40143410.545000.	83.84
	IOS CAPITAL		40143410.545000.	105.89
	IOS CAPITAL		40143410.545000.	118.27
	IOS CAPITAL		40143410.545000.	170.29
	IOS CAPITAL		42047165.545000.	21.72
	IOS CAPITAL		50100065.545000.	12.16
	IOS CAPITAL		50200050.545000.	12.17
62660	IMSA NW SECTION	IMSA CERTIFICATION RENEWAL-TYA	10111160.549000.	20.00
62661	INFILCO DEGREMONT, INC.	UV LAMPS,BALLAST	40142480.548000.	2,293.58
62662	INSIGHT SCHOOLS OF WASHINGTON	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
62663	STEVEN JONES	JURY DUTY	00102515.549000.	11.52
62664	KIRBY, FRED & LENITA	UB 673370000000 4823 103RD PL	401.122110.	73.19
62665	KUNG FU NORTHWEST INC	INSTRUCTOR SERVICES	00105120.541020.	533.25
62666	JANIS LAMOUREUX	REIMBURSE MILEAGE	00102020.549000.	36.00
62667	LASTING IMPRESSIONS INC	UNIFORM EMBROIDERY	00103222.526000.	148.24
	LASTING IMPRESSIONS INC	(500) HEALTHY COMM BANDS	00105090.531000.0811	396.39
	LASTING IMPRESSIONS INC	7 V 7 SOCCER LEAGUE SHIRTS	00105120.531030.	5,749.45
	LASTING IMPRESSIONS INC	STAFF UNIFORMS	42047165.526000.	1,088.99
62668	LEAL, JORGE L ABREGO	UB 980098000374 3524 68TH DR N	401.122130.	23.50
62669	LOWES HIW INC	PARTS TO REPAIR SINK-WWTP	40141580.548000.	36.89
62670	MARTIN, QUENTIN & EUN JOUNG	UB 281500056005 13008 58TH AVE	401.122110.	55.27
62671	MARYSVILLE PRINTING	(2500) WINDOW ENVELOPES	00101023.531000.	124.35
	MARYSVILLE PRINTING	2010 BUDGET BOOKS	00101023.531000.	505.80
	MARYSVILLE PRINTING	BUSINESS CARDS-VANDENBERG, J	00103222.531000.	37.96
	MARYSVILLE PRINTING	REPORT FORMS	00103222.531000.	218.17
62672	CITY OF MARYSVILLE	WATER @ 6915 ARMAR RD	00105380.547000.	25.03
	CITY OF MARYSVILLE		00105380.547000.	54.51
	CITY OF MARYSVILLE		00105380.547000.	174.80
	CITY OF MARYSVILLE	WTR/SWR @ 5315 64TH ST NE	00105380.547000.	237.29
	CITY OF MARYSVILLE	WTR/SWR @ 6915 ARMAR RD	00105380.547000.	245.24
	CITY OF MARYSVILLE		00105380.547000.	296.96
	CITY OF MARYSVILLE	WTR/SWR/GRB @ 6915 ARMAR RD	00105380.547000.	1,911.53
	CITY OF MARYSVILLE	WTR/SWR/GRB @ 6120 GROVE	00112572.547000.	760.97
62673	A.M. PLAYER	GOLF SHORTS	420.141100.	118.78
62674	MOORE, MATTHEW	UB 651051600000 10516 66TH AVE	401.122110.	67.88
62675	HERMAN MOUNT	LEOFF 1 REIMBURSEMENT	00103010.541100.	49.00
62676	BRIAN MURRIL	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
62677	NATIONAL BARRICADE COMPANY	(20) END SCHOOL ZONE SIGNS (25	10111864.531000.	2,117.70
62678	NELSON PETROLEUM	RED TAC GREASE	10111230.548000.	232.23
	NELSON PETROLEUM	DIESEL AND GASOLINE CONSUMED	42047165.532000.	687.27
62679	JEANNIE NETTLETON	REFUND CLASS FEES	00110347.376009.	69.00
62680	NEW CARE CONCEPTS, INC.	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
62681	NEXTEL COMMUNICATIONS	ACCT #844448815	00100020.542000.	40.99

**CITY OF MARYSVILLE**  
**INVOICE LIST**  
**FOR INVOICES FROM 04/22/2010 TO 04/28/2010**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
62681	NEXTEL COMMUNICATIONS	ACCT #844448815	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.	81.98
	NEXTEL COMMUNICATIONS		50300090.542000.	81.98
62682	NOLAN, CAROL	UB 420760085006 4001 168TH PL	401.122110.	139.71
62683	NORTH COAST ELECTRIC COMPANY	TERMINAL STRIPS,WIRE MARKER	10111864.531000.	98.89
62684	NORTHWEST CASCADE INC	HONEY BUCKET	00105380.545000.	110.23
62685	OFFICE DEPOT	OFFICE SUPPLIES	00100020.531000.	10.02
	OFFICE DEPOT		00100020.531000.	21.75
	OFFICE DEPOT		00100060.531000.	152.01
	OFFICE DEPOT	CREDIT OFFICE SUPPLIES	00100310.531000.	-8.01
	OFFICE DEPOT	OFFICE SUPPLIES	00100310.531000.	6.21
	OFFICE DEPOT		00100310.531000.	6.32
	OFFICE DEPOT		00100310.531000.	66.72
	OFFICE DEPOT		00100310.531200.	37.14
	OFFICE DEPOT		00101023.531000.	36.70
	OFFICE DEPOT		00101130.531000.	81.36
	OFFICE DEPOT		00102020.531000.	101.50
	OFFICE DEPOT		00103010.531000.	25.66
	OFFICE DEPOT		00103010.531000.	26.26
	OFFICE DEPOT		00103222.531000.	220.00
	OFFICE DEPOT		00104190.531000.	31.85
	OFFICE DEPOT		00105515.531000.	72.63
	OFFICE DEPOT	CREDIT OFFICE SUPPLIES	00143523.531000.	-25.02
	OFFICE DEPOT	OFFICE SUPPLIES	00143523.531000.	36.70
	OFFICE DEPOT		40143410.531000.	7.25
	OFFICE DEPOT		40143410.531000.	10.02
	OFFICE DEPOT		50100065.531000.	1.11
	OFFICE DEPOT		50100065.531000.	7.25
	OFFICE DEPOT	FILE CABINET	50100065.531000.	287.71
	OFFICE DEPOT	OFFICE SUPPLIES	50200050.531000.	1.11
	OFFICE DEPOT		50200050.531000.	7.25
62686	MONICA OLASON	INSTRUCTOR SERVICES	00105120.541020.	268.80
	MONICA OLASON		00105120.541020.	422.40
62687	PACIFIC NW BUSINESS PRODUCTS INC	TONER	00103010.531000.	83.00
	PACIFIC NW BUSINESS PRODUCTS INC		00103222.531000.	83.92
62688	PACIFIC POWER BATTERIES	BATTERY	00101250.531000.	9.22
	PACIFIC POWER BATTERIES	CAR ALARM BATTERY	501.141100.	15.29
62689	PACIFIC POWER PRODUCTS	PULLEY	00105380.548000.	40.07
62690	THE PARTS STORE	PLASTIC TIES	501.141100.	18.68
	THE PARTS STORE	WIPER BLADES,BULBS,TIES,SHURWA	501.141100.	162.27
	THE PARTS STORE	BATTERIES	501.141100.	186.68
	THE PARTS STORE		501.141100.	342.96
	THE PARTS STORE	CORE REFUND	50100065.534000.	-53.76
	THE PARTS STORE		50100065.534000.	-18.10
	THE PARTS STORE	VACUUM CAP	50100065.534000.	0.46
	THE PARTS STORE	LED MARKER LIGHT	50100065.534000.	6.51
	THE PARTS STORE	ACCESSORY BELT	50100065.534000.	9.81
	THE PARTS STORE	CONNECTORS	50100065.534000.	27.11

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 04/22/2010 TO 04/28/2010**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
62690	THE PARTS STORE	SPARK PLUGS	50100065.534000.	29.45
	THE PARTS STORE	SERPENTINE BELT	50100065.534000.	34.31
	THE PARTS STORE	FORM A FUNNEL	50100065.534000.	66.22
	THE PARTS STORE	WIPER MOTOR W/CORE CHR	50100065.534000.	126.83
	THE PARTS STORE	STARTER ASSEMBLY	50100065.534000.	157.14
	THE PARTS STORE	FUEL PUMP ASSEMBLY	50100065.534000.	264.60
62691	PARTY CITY #465	UB 981254100002 1254 STATE AVE	410.122100.	26.90
62692	LAURIE HUGDAHL	MINUTE TAKING SERVICE	00101130.541000.	83.70
62693	PELZER GOLF SUPPLIES	GOLF GRIPS	420.141100.	95.22
62694	PETROCARD SYSTEMS INC	FUEL CONSUMED	00100020.532000.	84.65
	PETROCARD SYSTEMS INC		00102020.532000.	561.92
	PETROCARD SYSTEMS INC		00103222.532000.	4,854.94
	PETROCARD SYSTEMS INC		00105380.532000.	761.83
	PETROCARD SYSTEMS INC		10111230.532000.	2,404.86
	PETROCARD SYSTEMS INC		40143880.532000.	5,035.46
	PETROCARD SYSTEMS INC		40145040.532000.	38.58
	PETROCARD SYSTEMS INC		41046060.532000.	3,188.77
	PETROCARD SYSTEMS INC		50100065.532000.	118.55
	PETROCARD SYSTEMS INC		50200050.532000.	132.72
	PETROCARD SYSTEMS INC		50300090.532000.	47.64
62695	UNITED STATES POSTAL SERVICE	POSTAGE ACCOUNT TMS #64291	00143523.542000.	8,000.00
62696	PRO FAB INC	FISH SCREEN	40250594.563000.D0401	2,909.96
62697	PROTHMAN COMPANY	ADVISORY SERVICES/INTERIM	00100110.541000.	7,500.00
62698	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #2024-2648-2	00100010.547000.	246.21
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #2014-6303-1	00100010.547000.	2,699.78
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #2024-9948-9	00105090.547000.	38.81
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #2004-7954-1	00105250.547000.	668.70
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #2011-4209-8	00105380.547000.	14.75
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #2016-6804-3	00105380.547000.	38.09
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #2007-9006-1	00105380.547000.	100.49
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #2020-1258-9	00105380.547000.	178.37
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #2012-2506-7	00105380.547000.	276.01
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #2032-2345-8	00105380.547000.	631.29
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #2020-0499-0	00112572.547000.	3,277.24
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #2012-4769-9	10110463.547000.	654.33
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #2023-0972-0	10110564.531000.	608.39
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #2005-0161-7	10111864.547000.	46.96
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #2027-9465-7	10111864.547000.	72.54
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #2026-9433-7	10111864.547000.	87.79
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #2000-8403-6	10111864.547000.	130.03
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #2005-7184-2	10111864.547000.	133.89
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #2000-7044-9	10111864.547000.	679.61
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #2020-3113-4	40140180.547000.	30.74
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #2011-4725-3	40140180.547000.	444.78
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #2015-7792-1	40140180.547000.	1,769.48
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #2003-0347-7	40141580.547000.	1,395.04
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #2021-7815-8	40142280.547000.	108.78
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #2006-2538-2	40142280.547000.	417.31
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #2026-8928-7	40142480.547000.	936.24
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #2020-7500-8	40142480.547000.	4,938.89
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #2014-2063-5	40142480.547000.	7,582.89
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #2017-2118-0	40142480.547000.	18,059.04

**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 04/22/2010 TO 04/28/2010**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
62698	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #2024-6103-4	40143410.547000.	29.28
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #2008-2454-8	40143780.547000.	1,249.45
62699	R&R PRODUCTS INC	FOAM MIXER	42047165.548000.	93.83
	R&R PRODUCTS INC	HYDRAULIC CYLINDER	42047165.548000.	231.49
62700	RADIOSHACK	AUDIO CABLE	50300090.531000.	4.33
62701	RCA PROPERTIES	UB 987608330000 7608 33RD ST N	401.122130.	43.40
62702	KIM RICKER	REIMBURSE HEALTHY SCREENING SN	00100310.549011.	47.74
62703	SHARRON SCHMOKER	REFUND SECURITY DEPOSIT	001.239100.	200.00
62704	JUSTIN SCOTT	JURY DUTY	00102515.549000.	11.01
62705	CRAIG SHANKLE	INSTRUCTOR SERVICES	00105250.541020.	72.00
62706	MICHAEL SHERMAN	JURY DUTY	00102515.549000.	15.05
62707	SISKUN POWER EQUIPMENT	STARTER RECOIL ASSEMBLY	50100065.534000.	139.22
62708	RAY SIZEMORE	LEOFF 1 REIMBURSEMENT	00103010.541100.	19.00
62709	BRAD SMITH	REIMBURSE MILEAGE	00103222.543000.	43.96
62710	SOUND PUBLISHING INC	ORD # 2818-2819- ACCT #8852214	00101130.544000.	40.41
62711	SOUND PUBLISHING INC	SEASONAL AD- ACCT #88522144	00105120.544000.	49.94
	SOUND PUBLISHING INC		42047061.544000.	150.25
62712	SOUND SAFETY PRODUCTS CO INC	SHORTS,JEANS-DAY, S	00105380.526000.	190.26
	SOUND SAFETY PRODUCTS CO INC	HARD HAT, EAR MUFFS	00105380.531000.	33.46
	SOUND SAFETY PRODUCTS CO INC	OVERALLS,JACKET,SHORTS,JEANS-K	00105380.531000.A1002	748.69
	SOUND SAFETY PRODUCTS CO INC	REFUND SWEATSHIRT	501.141100.	-22.81
	SOUND SAFETY PRODUCTS CO INC	GLOVES	501.141100.	26.72
	SOUND SAFETY PRODUCTS CO INC		501.141100.	278.89
	SOUND SAFETY PRODUCTS CO INC		501.141100.	312.56
	SOUND SAFETY PRODUCTS CO INC	WINTER JACKETS	501.141100.	529.43
62713	SRV CONSTRUCTION	RELEASE OF RETAINAGE	402.223400.	13,768.73
62714	MATTHEW STEWART	JURY DUTY	00102515.549000.	11.01
62715	ANNA STIVALA		00102515.549000.	16.06
62716	SUBURBAN PROPANE	PROPANE 234.3 GALLONS	00105380.547000.	1,008.66
	SUBURBAN PROPANE	HEATING PROPANE	42047165.532000.	580.93
62717	TAYLORMADE	GOLF BALLS	420.141100.	405.34
62718	TENORIO, NORBERT V	UB 070830000000 5603 95TH ST N	401.122110.	100.00
62719	TITLEIST	GOLF BALLS	420.141100.	131.77
62720	DEPT OF TRANSPORTATION NW REGION	CONST ENGINEERING COSTS	10200030.548000.M0910	1,493.79
62721	UNITED PARCEL SERVICE	SHIPPING EXPENSE	00103222.541000.	23.38
62722	UNITED PIPE & SUPPLY INC	ROMAC FLANGE	40140580.531000.	66.02
	UNITED PIPE & SUPPLY INC	COUPLINGS	40140580.531000.	428.48
	UNITED PIPE & SUPPLY INC	PVC PIPE,FITTINGS	40140580.531000.	501.29
62723	VERIZON NORTHWEST	ACCT #109471572710	00103121.542000.	57.81
	VERIZON NORTHWEST		00105120.542000.	79.99
	VERIZON NORTHWEST	ACCT #102857559902	00112572.542000.	104.69
	VERIZON NORTHWEST	ACCT #102954091901	50148058.542000.	53.70
62724	VERIZON NORTHWEST	BLACKBERRY CHARGES	00100020.542000.	54.11
	VERIZON NORTHWEST		00100050.542000.	54.11
	VERIZON NORTHWEST		00100110.542000.	162.33
	VERIZON NORTHWEST		00100310.542000.	54.11
	VERIZON NORTHWEST		00101023.542000.	54.11
	VERIZON NORTHWEST		00101320.542000.	108.22
	VERIZON NORTHWEST		00103010.542000.	54.11
	VERIZON NORTHWEST		00105380.542000.	54.11
	VERIZON NORTHWEST	ACCT #771271033	00105515.531000.	43.01
	VERIZON NORTHWEST		40143410.531000.	507.49

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 04/22/2010 TO 04/28/2010**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
62724	VERIZON NORTHWEST	BLACKBERRY CHARGES	40143410.542000.	54.11
62725	VINYL SIGNS & BANNERS	(500) LABELS	40143410.549000.	216.04
62726	WENDY VITCOVICH	JURY DUTY	00102515.549000.	11.26
62727	CHARLES WALSER		00102515.549000.	10.51
62728	WAXIE SANITARY SUPPLY	PAPER TOWEL DISPENSER	00105380.531000.	26.45
62729	WEBCHECK	WEBCHECK CANOPY SERVICE 3/2010	00143523.541000.	765.00
62730	WESTERN FACILITIES SUPPLY INC	JANITORIAL SUPPLIES	42047165.531700.	150.72
62731	LISA WOOD	INSTRUCTOR SERVICES	00105120.541020.	92.40
	LISA WOOD		00105120.541020.	226.80
62732	LAUREN M. WOODMANSEE		00105120.541020.	306.00
62733	YING B. XIONG	REIMBURSE MILEAGE	00103222.543000.	47.00
62734	ZUMAR INDUSTRIES	QUICK PUNCH KNOCK OUT TOOL	10111864.531000.	169.52
<b>WARRANT TOTAL:</b>				<b><u><u>305,431.55</u></u></b>

**VOID**

**REASON FOR VOIDS:**

CHECK # 59927 CHECK LOST IN MAIL (61.20)

- INITIATOR ERROR
- WRONG VENDOR
- CHECK LOST IN MAIL

**305,370.35**

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: May 10, 2010**

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 May 5, 2010 payroll in the amount \$1,375,688.14 Check No.'s 22603 through 22669.

**COUNCIL ACTION:**

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: May 10, 2009**

<b>AGENDA ITEM:</b> Capital Agreement with the Department of Commerce for ARRA/Energy Efficiency and Conservation Block Grant	<b>AGENDA SECTION:</b> New Business	
<b>PREPARED BY:</b> John Cowling, Assistant City Engineer	<b>APPROVED BY:</b> 	
<b>ATTACHMENTS:</b> <ul style="list-style-type: none"> <li>Department of Commerce Capital Agreement (3 copies)</li> </ul>		
	MAYOR	CAO
<b>BUDGET CODE:</b> N/A	<b>AMOUNT:</b> N/A	

**DESCRIPTION:**

The City of Marysville was awarded \$84,489 by the Department of Commerce in ARRA/Energy Efficiency and Conservation Block Grant funds for retrofit of existing City facilities to more energy efficient ones. The project includes retrofitting fixtures and ballasts at the Public Safety and Boys and Girls Club buildings, retrofitting forty-two existing non LED pedestrian signal displays with LED displays and sixty-three existing high pressure sodium luminaires with LED luminaires.

Since this grant is administered through the Department of Commerce, this Capital Agreement is required for reimbursement of funds and ensuring the funds are spent in accordance with applicable state laws and regulations.

<b>RECOMMENDED ACTION:</b> Staff recommends that Council authorize the Mayor to sign the Capital Agreement with the Department of Commerce for the City of Marysville Energy Efficient Lighting Retrofit.
<b>COUNCIL ACTION:</b>



# Department of Commerce

Innovation is in our nature.

## Capital Agreement with

City of Marysville

through

The Washington State Department of Commerce  
Energy Policy Division

## Purpose – ARRA/Energy Efficiency and Conservation Block Grant (EECBG)/Construction

**Title:** City of Marysville Energy Efficient Lighting Retrofit

**Under the American Recovery and Reinvestment Act (ARRA) of 2009**

**Start date:** January 1, 2010

*This project/contract is funded in whole or in part by funds made available through the American Recovery and Reinvestment Act.*

**RECOVERY.GOV**

Washington State Department of Commerce  
[www.commerce.wa.gov](http://www.commerce.wa.gov)  
ARRA COM Federal Capital/EECBG Construction  
Updated 03/24/2010



## FACE SHEET

Contract Number: F10-52110-037

**Washington State Department of Commerce**  
**Energy Policy Division**  
**EECBG/Smaller Cities Counties/City of Marysville Lighting Retrofit**  
**Federal USDOE Agreement No. DE-EE0000849**

<b>1. Contractor</b> City of Marysville 1049 State Ave Same Marysville, WA 98270		<b>2. Contractor Doing Business As (optional)</b> N/A	
<b>3. Contractor Representative</b> <b>PROGRAM</b> John A. Cowling Assistant City Engineer (360) 363- 8281 (360) 363-8284 jcowling@marysvillewa.gov		<b>4. COMMERCE Representative</b> <b>PROGRAM</b> Patti Miller-Crowley Energy Policy Specialist Office - 360.725.3122 Fax - 360.586.0049 Patti.Miller-Crowley@commerce.wa.gov	
<b>CONTRACT</b> Allena Olson 360.363.8123 Fax - 360.363.8284 aolson@marysvillewa.gov		<b>CONTRACT</b> Judy Hartman Energy Policy Specialist PO Box 43173 Olympia, WA 98504 Office - 360-725-3115 Judy.hartman@commerce.wa.gov	
<b>5. Contract Amount</b> \$84,489	<b>6. Funding Source</b> Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		<b>7. Start Date</b> January 1, 2010
<b>8. End Date</b> April 30, 2012			
<b>9. Federal Funds (as applicable)</b> \$84,489		<b>Federal Agency:</b> US Dept. of Energy	
<b>CFDA Number</b> 81.128			
<b>10. Tax ID #</b> 91-6001459	<b>11. SWV #</b> 0000432-00	<b>12. UBI #</b> 314-000-001	<b>13. DUNS #</b> 076658673
<b>14. Contract Purpose</b> Install energy efficient lighting in the Marysville Public Safety complex & Boys & Girls Club and upgrade pedestrian signals & luminaries to LEDs.			
COMMERCE, defined as the Department of Commerce or its successor agency, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" - <insert title>, Attachment "B" – <insert title>, and Attachment "C" – Additional Provisions under the American Recovery and Reinvestment Act of 2009 and the Energy Efficiency Conservation Block Grant Program (EECBG).			
<b>FOR CONTRACTOR</b>  _____ <b>Dennis Kendall, Mayor</b>  _____ Date		<b>FOR COMMERCE</b>  _____ <b>Tony Usibelli, Assistant Director</b>  _____ Date  TEMPLATE APPROVED AS TO FORM SANDRA C. ADIX, ASSISTANT ATTORNEY GENERAL, MARCH 24, 2010 SIGNATURE ON FILE	

**SPECIAL TERMS AND CONDITIONS  
CAPITAL  
FEDERAL ARRA FUNDS**

1. ACKNOWLEDGEMENT OF FEDERAL FUNDING

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this contract, shall contain the following statements:

Acknowledgement: This project is funded in whole or in part by funds made available through the American Recovery and Reinvestment Act (ARRA). This funding was awarded by the US Department of Energy through the Energy Policy Division of the Washington State Department of Commerce under Energy Efficiency and Conservation Block Grant No.DE-EE0000849.”

COMMERCE, as recipients of American Recovery and Reinvestment Act (hereinafter "Act") funds, is legally obligated to meet accountability and reporting requirements under the Act. The state of Washington or the federal funding source may also identify additional requirements or other changes in requirements. Such requirements may be in statute, regulation, policy, or procedure. COMMERCE is responsible for incorporating these requirements into the performance of this contract. Although all requirements have not yet been identified, please expect additional reporting requirements, to include, but not limited to, performance outcomes such as created or retained jobs.

2. CONTRACT MANAGEMENT

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

The Contract Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Contract Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount **not to exceed \$84,489** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Contractor's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

COMMERCE and Contractor may adjust amounts in the budget categories by 10% or less without a formal contract amendment by written mutual agreement by both parties. Written approval shall be through the following method: 1) Written request to COMMERCE from the Contractor by email of the proposed variation, 2) Review of the request by Commerce, and 3) Written determination (approval/rejection) by the COMMERCE Contract Representative to the Contractor.

Contractor's compensation for services rendered shall be based on the schedule set forth in Attachment A - Statement of Work and Attachment B - Budget.

ARRA/EECSB Federal Funding requires USDOE approval of subcontracts and their supported activities. Construction activity cannot be initiated until all required permits are in place and compliance with the requirements of NEPA/SEPA and Section 106 of the National Historic Preservation Act are approved. No funds shall be expended on this contract or subcontract activity until Commerce notifies Contractor of receipt of approval from DOE. Commerce does not guarantee or assume any obligation to reimburse costs incurred by the recipient or subcontractor for these activities until approval is provided in writing by Commerce. Upon written approval of Contractor by Commerce, Contractor may receive reimbursement for allowable costs incurred in accordance with the payment provisions contained in this agreement.

**SPECIAL TERMS AND CONDITIONS  
CAPITAL  
FEDERAL ARRA FUNDS**

**EXPENSES/TRAVEL – as provided in Attachment B - Budget**

Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Contractor for authorized expenses shall not exceed the line item amount specified in Attachment B - budget, which amount is included in the Agreement total above.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

**4. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE no more than monthly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the contract reference number F10-52110-037. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement. Final Invoicing will not be paid until valid documentation is submitted showing that Final Permitting Inspection is passed as applicable to the project.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by COMMERCE.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Contract, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Match/Final Retainage

Valid documentation for the Match of 46%, as submitted in the original application proposal, will be provided for acceptance by Commerce with the first request for reimbursement.

**5. FISCAL MANAGEMENT**

Contractor shall have a budgeting, accounting, and reporting system that meets the standards of WA State Chapter 43.88 RCW – Fiscal Management and USDOE CFR Title 10 Part 600 – Financial Assistance Rules demonstrating good internal control policies, procedures and practices.

Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.

**SPECIAL TERMS AND CONDITIONS  
CAPITAL  
FEDERAL ARRA FUNDS**

6. MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE

Contractor is encouraged to consider Minority and Women Business Enterprises (M/WBE) when posting bids/solicitations for competitive awards and at a minimum and if available, at least one W/MBE should be considered.

To post a solicitation at the WA State Office of Minority and Women Owned Business Enterprise (OMWBE), contact Jean Wheat at [jwheat@omwbe.wa.gov](mailto:jwheat@omwbe.wa.gov) and copy [cynthiac@omwbe.wa.gov](mailto:cynthiac@omwbe.wa.gov). or call 360-704-1181.

The Office of Minority and Women Owned Business Enterprise also maintains a Directory of OMWBE certified firms - <http://www.omwbe.wa.gov/opportunities/index.shtml>

7. REPORTING

All sub-recipients and their partners, contractors and/or vendors are responsible for reporting pursuant to Section 1512 of the American Recovery and Reinvestment Act of 2009. Commerce, as a prime recipient of Recovery Act funds, must comply with the Recovery Act's extensive reporting requirements, including quarterly financial and programmatic reporting. Commerce will require quarterly reports from its Sub-recipients in order to fulfill its obligation. The Sub-recipient receiving Recovery Act funds may expect that a standard form(s) and/or reporting mechanism will be made available to help streamline the process. The Sub-recipient agrees to provide to Commerce all reports, documentation, or other information, as may be required to meet reporting obligations under the Recovery Act. The Sub-recipient's receipt of funds is contingent on meeting the Section 1512 reporting requirements which are subject to change per USDOE.

Additional instructions and guidance regarding the required reporting will be provided as they become available. For planning purposes, however, Sub-recipients receiving Recovery Act funds should be aware of the current Recovery Act section 1512(c) requirements.

Sub-recipient Reports: Not later than five days after the end of each calendar quarter (January 5, April 5, July 5, and October 5, etc., throughout the contract period), each sub-recipient that received recovery funds from a Federal agency shall submit a report to Commerce via email that contains:

- Financial data
- Sub-recipient (and if applicable, vendor) FTEs: jobs created or retained reported as single number; jobs directly funded by Recovery Act
- Project activity milestones (based on sub-recipient scope of work)
- Energy savings on a per dollar invested basis
- Energy saved (kwh, therms, gallons, BTUs, etc.)
- Renewable energy capacity installed
- Greenhouse gas emissions reduced
- Funds leveraged
- Data related to vendors paid more than \$25,000 in a single purchase
- Key metrics that will vary by project type per DOE guidance

**For questions contact Meg O'Leary at (360) 725-3121**

8. SITE VISITS

COMMERCE and DOE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. Grantee must provide, and must require its sub-awardees to provide reasonable access to facilities, office space, resources, and safety and convenience of the government representatives in the performance of their duties.

All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

**SPECIAL TERMS AND CONDITIONS  
CAPITAL  
FEDERAL ARRA FUNDS**

9. RECORDS MAINTENANCE AND AUDITS

The parties to this contract shall each maintain books, records, documents and other evidence, which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, reasonable access to review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement must be retained for six years after termination of this Agreement and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access to and the right to examine any of these materials.

10. HISTORICAL OR CULTURAL ARTIFACTS

Prior to the expenditure of Federal funds to alter any structure or site, the Contractor is required to comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA). Section 110(k) of the NHPA applies to DOE funded activities. Recipients shall avoid taking any action that results in an adverse effect to eligible historic properties pending compliance with Section 106. Contractor shall provide a copy of this concurrence to Commerce. Noncompliance may result in the revocation of funding.

11. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS

The Contractor is restricted from taking any action using Federal funds, which would have an adverse effect on the environment or limit the choice of reasonable alternatives prior to DOE providing either a NEPA clearance or a final NEPA decision regarding this project.

If you move forward with activities that are not authorized for Federal funding by the DOE Contracting Officer in advance of the final NEPA decision, you are doing so at risk of not receiving Federal funding and such costs may not be recognized as allowable cost share. Funding for activities or tasks under this award is contingent upon the final NEPA determination.

12. SUBCONTRACTING

Notwithstanding the provisions of General Terms and Conditions, Section 41 - SUBCONTRACTING, of this Contract, no prior written approval is required for subcontracting of the **actual construction** of the project; however, prior to subcontracting for **planning** activities which will be paid for with EECBG grant funds (i.e., A&E, plans, studies, energy audits), the negotiated scope of work, schedule & fees will be submitted to Commerce for approval

Contractor shall provide a list of subcontractors to COMMERCE throughout the period of performance of this contract including the business name, TIN and UBI number.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

13. INSURANCE

The Contractor shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Contractor or Subcontractor, or agents of either, while performing under the terms of this contract.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional

**SPECIAL TERMS AND CONDITIONS  
CAPITAL  
FEDERAL ARRA FUNDS**

insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Contractor shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

The Contractor shall submit to COMMERCE within fifteen (15) calendar days of the Contract start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Contract, the Contractor shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Contractor shall provide insurance coverage that shall be maintained in full force and effect during the term of this Contract, as follows:

**Commercial General Liability Insurance Policy.** Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the Contractor is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

**Automobile Liability.** In the event that performance pursuant to this Contract involves the use of vehicles, owned or operated by the Contractor or its Subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

**Professional Liability, Errors and Omissions Insurance.** The Contractor shall maintain Professional Liability or Errors and Omissions Insurance. The Contractor shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Contractor and licensed staff employed or under contract to the Contractor. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under this policy.

**Fidelity Insurance.** Every officer, director, employee, or agent who is authorized to act on behalf of the Contractor for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Contract shall be \$100,000 or the highest of planned reimbursement for the Contract period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B. Subcontractors that receive \$10,000 or more per year in funding through this Contract shall secure fidelity insurance as noted above. Fidelity insurance secured by Subcontractors pursuant to this paragraph shall name the Contractor as beneficiary.
- C. The Contractor shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

**Additional Provisions:**

The above insurance policy shall include the following provisions:

1. Additional Insured. The state of Washington, COMMERCE, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this Agreement shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.
2. Identification. The policy must reference COMMERCE's Agreement number and the State agency name.
3. Insurance Carrier Rating. All insurance and bonds should be issued by companies admitted to do business within the state of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by

**SPECIAL TERMS AND CONDITIONS  
CAPITAL  
FEDERAL ARRA FUNDS**

COMMERCE's Risk Manager, or the Risk Manager for the state of Washington, before the Agreement is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

4. Excess Coverage. By requiring insurance herein, COMMERCE does not represent that coverage and limits will be adequate to protect Contractor and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to COMMERCE in this Agreement.

**Local Government Contractors that Participate in a Self-Insurance Program**

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the Contractor may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the Contractor shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. Contractor's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Contractor shall provide annually to COMMERCE a summary of coverages and a letter of self insurance, evidencing continued coverage under Contractor's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self insurance will be provided on the anniversary of the start date of this Agreement.

14. **PUBLICATIONS**

- a. Contactor is encouraged to publish or otherwise make publicly available the results of the work conducted under the award.
- b. An acknowledgment of DOE support from Section 1 of these Special Terms and Conditions, and the following disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project.

Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

15. **ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions

**SPECIAL TERMS AND CONDITIONS  
CAPITAL  
FEDERAL ARRA FUNDS**

- Attachment C – Additional Provisions Under the American Recovery and Reinvestment Act of 2009, Public Law 111-5, and the Energy Efficiency Conservation Block Grant Program (EECBG)
- Attachment A – Scope of Work
- Attachment B – Budget

**GENERAL TERMS AND CONDITIONS  
CAPITAL  
FEDERAL ARRA FUNDS**

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- C. "COMMERCE" shall mean the Department of Commerce.
- D. "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.
- E. "State" shall mean the state of Washington.
- F. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ADMINISTRATIVE COST ALLOCATION

Administrative costs that may be allowed are set forth in the Specific Terms and Conditions. Administrative services shared by other programs shall be assigned to this Contract based on an allocation plan that reflects allowable administrative costs that support services provided under each Contract administered by the Contractor. An approved current federal indirect cost rate may be applied up to the maximum administrative budget allowed.

3. ALLOWABLE COSTS

Costs allowable under this Contract are actual expenditures according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

4. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

5. AMENDMENTS

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

6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 CFR PART 35

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

7. APPROVAL

This contract shall be subject to the written approval of COMMERCE's Authorized Representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

8. ASSIGNMENT

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

**GENERAL TERMS AND CONDITIONS  
CAPITAL  
FEDERAL ARRA FUNDS**

9. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorneys fees and costs.

10. AUDIT

**A. General Requirements**

Contractors are to procure audit services based on the following guidelines.

The Contractor shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records.

The Contractor is responsible for any audit exceptions incurred by its own organization or that of its Subcontractors.

COMMERCE reserves the right to recover from the Contractor all disallowed costs resulting from the audit.

As applicable, Contractors 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.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond COMMERCE requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

**B. Federal Funds Requirements - OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations**

Contractors expending \$500,000 or more in a fiscal year in federal funds from all sources, direct and indirect, are required to have an audit conducted in accordance with Office of Management and Budget (OMB) Revised Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations." Revised OMB A-133 requires the Contractor to provide the auditor with a schedule of Federal Expenditure for the fiscal year(s) being audited. The Schedule of State Financial Assistance must be included. Both schedules include:

- Grantor agency name
- Federal agency
- Federal program name
- Other identifying contract numbers
- Catalog of Federal Domestic Assistance (CFDA) number
- Grantor contract number
- Total award amount including amendments (total grant award)
- Beginning balance
- Current year revenues
- Current year expenditures
- Ending balance
- Program total

If the Contractor is a state or local government entity, the Office of the State Auditor shall conduct the audit. 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."

The Contractor shall include the above audit requirements in any subcontracts.

In any case, the Contractor's financial records must be available for review by COMMERCE.

**GENERAL TERMS AND CONDITIONS  
CAPITAL  
FEDERAL ARRA FUNDS**

**C. Documentation Requirements**

The Contractor must send a copy of any required audit Reporting Package as described in OMB Circular A-133, Part C, Section 320(c) no later than nine (9) months after the end of the Contractor's fiscal year(s) to:

Department of Commerce  
ATTN: Audit Review and Resolution Office  
906 Columbia Street SW, Fifth Floor  
PO Box 48300  
Olympia WA 98504-8300

In addition to sending a copy of the audit, when applicable, the Contractor must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.
- Copy of the Management Letter.

**11. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION—PRIMARY AND LOWER TIER COVERED TRANSACTIONS**

- A.** Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
  2. Have not within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this section; and
  4. Have not within a three-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause of default.
- B.** Where the Contractor is unable to certify to any of the statements in this contract, the Contractor shall attach an explanation to this contract.
- C.** The Contractor agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D.** The Contractor further agrees by signing this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

**LOWER TIER COVERED TRANSACTIONS**

1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

**GENERAL TERMS AND CONDITIONS  
CAPITAL  
FEDERAL ARRA FUNDS**

- E. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.
- F. Grantees should review the Excluded Parties List System (<http://www.epls.gov>) before determining if a prospective contractor is considered responsible.

**12. CODE REQUIREMENTS**

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990, 28 C.F.R. Part 35 will be required, as specified by the local building Department.

**13. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

**A.** "Confidential Information" as used in this section includes:

- 1. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
- 2. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
- 3. All personal information in the possession of the Contractor that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

**B.** The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

**C.** Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

**14. CONFORMANCE**

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

**15. COPYRIGHT PROVISIONS**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and

**GENERAL TERMS AND CONDITIONS  
CAPITAL  
FEDERAL ARRA FUNDS**

interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

“Materials” means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. “Ownership” includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

16. DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

17. DISPUTES

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of the COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Contract Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

18. DUPLICATE PAYMENT

The Contractor certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

**GENERAL TERMS AND CONDITIONS  
CAPITAL  
FEDERAL ARRA FUNDS**

19. ETHICS/CONFLICTS OF INTEREST

In performing under this Contract, the Contractor shall assure compliance with the Ethics in Public Service Act (Chapter 42.52 RCW) and any other applicable state or federal law related to ethics or conflicts of interest.

20. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

21. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the Contractor's performance or failure to perform the Contract. The Contractor's obligation to indemnify, defend, and hold harmless includes any claim by the Contractor's agents, employees, representatives, or any Subcontractor or its agents, employees, or representatives.

The Contractor's obligation to indemnify, defend, and hold harmless shall not be eliminated by any actual or alleged concurrent negligence of the state or its agents, agencies, employees and officers.

Subcontracts shall include a comprehensive indemnification clause holding harmless the Contractor, COMMERCE, the state of Washington, its officers, employees and authorized agents.

The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

22. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The Contractor will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

23. INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

24. LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:

**United States Laws, Regulations and Circulars (Federal)**

**A.** American Recovery and Reinvestment Act (ARRA) of 2009

**B.** Audits

Office of Management and Budget (OMB) Revised Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations."

**GENERAL TERMS AND CONDITIONS  
CAPITAL  
FEDERAL ARRA FUNDS**

**B. Environmental Protection and Review**

Coastal Barrier Resources Act of 1982, 16 U.S.C. 3501 et seq.

HUD's implementing regulations at 24 CFR parts 50 or 58, as appropriate.

Lead Based Paint Poisoning Prevention Act, 42 U.S.C. 4821-4846 also 24 CFR 982.401(j).

National Environmental Policy Act of 1969, 42 U.S.C. 4321 et seq. and the Implementing Regulations of 24 CFR 58 (HUD) and 40 CFR 1500-1508 (Council on Environmental Quality) Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 USC 4851-4856.

**C. Flood Plains**

Flood Disaster Protection Act of 1973, 42 USC 4001-4128.

**D. Labor and Safety Standards**

All Rental Units Assisted with Federal Funds Must Meet the Section 8 Housing Quality Standards (HQS) and Local Housing Code Requirements for the duration of the Affordability Period.

Convict Labor, 18 U.S.C. 751, 752, 4081, 4082.

Davis Bacon Act, 40 U.S.C. 276a-276a-5.

Drug-Free Workplace Act of 1988, 41 USC 701 et seq.

Federal Fair Labor Standards Act, 29 U.S.C. 201 et seq.

Work Hours and Safety Act of 1962, 40 U.S.C. 327-330 and Department of Labor Regulations, 29 CFR Part 5.

Title IV of the Lead Based Paint Poisoning Prevention Act, 42 U.S.C. 4831, 24 CFR Part 35.

**E. Laws against Discrimination**

Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101-07, 45 CFR Part 90  
Nondiscrimination in Federally Assisted Programs.

Americans with Disabilities Act of 1990, Public Law 101-336.

Equal Employment Opportunity, Executive Order 11246, as amended by Executive Order 11375 and supplemented in U.S. Department of Labor Regulations, 41 CFR Chapter 60.

Executive Order 11246, as amended by EO 11375, 11478, 12086 and 12102.

Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR part 100. Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR part 8.

Fair Housing, Title VIII of the Civil Rights Act of 1968, Public Law 90-284, 42 U.S.C. 3601-19.

Handicapped Employees of Government Contractors, Rehabilitation Act of 1973, Section 503, 29 U.S.C. 793.

Handicapped Recipients of Federal Financial Assistance, Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794.

Minority Business Enterprises, Executive Order 11625, 15 U.S.C. 631.

Minority Business Enterprise Development, Executive Order 12432, 48 FR 32551.

Nondiscrimination and Equal Opportunity, 24 CFR 5.105(a).

Nondiscrimination in benefits, Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2002d et seq, 24 CFR Part 1.

Nondiscrimination in employment, Title VII of the Civil Rights Act of 1964, Public Law 88-352.

Nondiscrimination in Federally Assisted Programs.

**GENERAL TERMS AND CONDITIONS  
CAPITAL  
FEDERAL ARRA FUNDS**

Nondiscrimination in Federally Assisted Construction Contracts, Executive Order 11246, 42 U.S.C. 2000e, as amended by Executive Order 11375, 41 CFR Chapter 60.

Section 3, Housing and Urban Development Act of 1968, 12 USC 1701u (See 24 CFR 570.607(b)).

**F. Office of Management and Budget Circulars**

Cost Principles for State, Local and Indian Tribal Governments, OMB Circular A-87, 2 CFR, Part 225.

Cost Principles for Nonprofit Organizations, OMB Circular A-122 (if the Contractor is a nonprofit organization).

Grants and Cooperative Agreements with State and Local Governments, OMB Circular A-102 (if the Contractor is a local government or federally recognized Indian tribal government).

Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations, OMB Circular A-110.

**G. Other**

Anti-Kickback Act, 18 U.S.C. 874; 40 U.S.C. 276b, 276c; 41 U.S.C. 51-54.

Governmental Guidance for New Restrictions on Lobbying; Interim Final Guidance, Federal Register 1, Vol. 54, No. 243 Wednesday, December 20, 1989.

Hatch Political Activity Act, 5 U.S.C. 1501-8.

Internal Revenue Service Rules, August 31, 1990.

Lobbying and Disclosure, 42 USC 3537a and 3545 and 31 USC 1352 (Byrd Anti-Lobbying Amendment). 31 U.S.C. 1352 provides that Contractors who apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or other award covered by 31 U.S.C. 1352. Each tier must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Non-Supplanting.

Section 8 Housing Assistance Payments Program.

**H. Privacy**

Privacy Act of 1974, 5 U.S.C. 552a.

**I. Relocation**

Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970 and implementing regulations at 49 CFR part 24.

Section 104(d) of the Housing and Community Development Act of 1974 and the implementing regulations at 24 CFR part 570.

**Washington State Laws and Regulations**

**A.** Affirmative action, RCW 41.06.020 (11).

**B.** Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.

**C.** Disclosure-campaign finances-lobbying, Chapter 42.17 RCW.

**D.** Discrimination-human rights commission, Chapter 49.60 RCW.

**GENERAL TERMS AND CONDITIONS  
CAPITAL  
FEDERAL ARRA FUNDS**

- E. Ethics in public service, Chapter 42.52 RCW.
- F. Housing assistance program, Chapter 43.185 RCW
- G. Interlocal cooperation act, Chapter 39.34 RCW.
- H. Noise control, Chapter 70.107 RCW.
- I. Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
- J. Open public meetings act, Chapter 42.30 RCW.
- K. Prevailing wages on public works, Chapter 39.12 RCW.
- L. Public records act, Chapter 42.56 RCW.
- M. Relocation assistance - real property acquisition policy, Chapter 8.26 RCW.
- N. Shoreline management act of 1971, Chapter 90.58 RCW.
- O. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.
- P. State building code, Chapter 19.27 RCW and Energy-related building standards, Chapter 19.27A RCW, and Provisions in buildings for aged and handicapped persons, Chapter 70.92 RCW.
- Q. State Coastal Zone Management Program, Publication 01-06-003, Shorelands and Environmental Assistance Program, Washington State Department of Ecology.
- R. State environmental policy, Chapter 43.21C RCW.
- S. State Executive Order 05-05 Archeological and Cultural Resources.

25. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

26. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.

27. LOCAL PUBLIC TRANSPORTATION COORDINATION

Where applicable, Contractor shall participate in local public transportation forums and implement strategies designed to ensure access to services.

28. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with COMMERCE. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

29. NOTIFICATION OF TENANT RIGHTS/RESPONSIBILITIES

The Contractor shall provide all tenants, if any, with information outlining tenant rights and responsibilities under the Washington State Landlord Tenant laws, Title 59, Revised Code of Washington.

The Contractor shall also provide all occupants of property acquired with U.S. Department of Housing and Urban Development (HUD) funds notice regarding their eligibility for relocation assistance. Such notices will be provided as required by the Uniform Relocation Assistance and Real Property

**GENERAL TERMS AND CONDITIONS  
CAPITAL  
FEDERAL ARRA FUNDS**

Acquisition Act of 1970, as amended and referenced in 49 CFR part 24 and Section 104(d) of the Housing and Community Development Act of 1974, as amended and referenced in 24 CFR 570 and noted in HUD's Handbook No. 1378. Notifications will include but not be limited to:

- General Information Notice
- Notice of Displacement/Non-Displacement

**30. POLITICAL ACTIVITIES**

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

**31. PREVAILING WAGE LAWS**

All contractors and subcontractors performing work on a construction project funded through this agreement shall comply with prevailing wage laws by paying the higher of state or federal prevailing wages according to:

State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Contractor shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request; or

The Davis Bacon Act, 40 U.S.C. 276a-276a-5 and related federal acts provide that all laborers and mechanics employed by contractors or subcontractors in the performance shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor.

**32. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS**

A Contractor which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with OMB Circulars A-102, Uniform Administrative Requirements for Grants in Aid for State and Local Governments, for all purchases funded by this Contract.

A Contractor which is a nonprofit organization shall establish procurement policies in accordance with OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Nonprofit Agencies, for all purchases funded by this Contract.

The Contractor's procurement system should include at least the following:

1. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.
2. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
3. Minimum procedural requirements, as follows:
  - a. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
  - b. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
  - c. Positive efforts shall be made to use small and minority-owned businesses.
  - d. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Contractor, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.

**GENERAL TERMS AND CONDITIONS  
CAPITAL  
FEDERAL ARRA FUNDS**

- e. Contracts shall be made only with reasonable subcontractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
  - f. Some form of price or cost analysis should be performed in connection with every procurement action.
  - g. Procurement records and files for purchases shall include all of the following:
    - 1) Contractor selection or rejection.
    - 2) The basis for the cost or price.
    - 3) Justification for lack of competitive bids if offers are not obtained.
  - h. A system for contract administration to ensure Contractor conformance with terms, conditions and specifications of this Contract, and to ensure adequate and timely follow-up of all purchases.
4. Grantee and Subgrantees must receive prior approval from COMMERCE for using funds from this Grant to enter into a sole source Grant or a Grant where only one bid or proposal is received when value of this Grant is expected to exceed \$5,000.
- Prior approval requests shall include a copy of proposed contracts and any related procurement documents and justification for non-competitive procurement, if applicable.

**33. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION**

The funds provided under this Contract shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Contract provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

**34. PUBLICITY**

The Contractor agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

**35. RECAPTURE**

In the event that the Contractor fails to perform this contract in accordance with state laws, federal laws, and/or the provisions of this contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this contract.

**36. RECORDS MAINTENANCE**

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six years following the date of final payment.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

**GENERAL TERMS AND CONDITIONS  
CAPITAL  
FEDERAL ARRA FUNDS**

37. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Contractor shall complete registration with the Washington State Department of Revenue.

38. RIGHT OF INSPECTION

At no additional cost all records relating to the Contractor's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Contractor shall provide access to its facilities for this purpose.

39. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may terminate the Contract under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

40. SEVERABILITY

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

41. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

42. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

43. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Contractor's income or gross receipts, any other taxes, insurance or expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

44. TERMINATION FOR CAUSE / SUSPENSION

**GENERAL TERMS AND CONDITIONS  
CAPITAL  
FEDERAL ARRA FUNDS**

In event COMMERCE determines that the Contractor failed to comply with any term or condition of this Contract, COMMERCE may terminate the Contract in whole or in part upon written notice to the Contractor. Such termination shall be deemed "for cause." Termination shall take effect on the date specified in the notice.

In the alternative, COMMERCE upon written notice may allow the Contractor a specific period of time in which to correct the non-compliance. During the corrective-action time period, COMMERCE may suspend further payment to the Contractor in whole or in part, or may restrict the Contractor's right to perform duties under this Contract. Failure by the Contractor to take timely corrective action shall allow COMMERCE to terminate the Contract upon written notice to the Contractor.

"Termination for Cause" shall be deemed a "Termination for Convenience" when COMMERCE determines that the Contractor did not fail to comply with the terms of the Contract or when COMMERCE determines the failure was not caused by the Contractor's actions or negligence.

If the Contract is terminated for cause, the Contractor shall be liable for damages as authorized by law, including, but not limited to, any cost difference between the original contract and the replacement contract, as well as all costs associated with entering into the replacement contract (i.e., competitive bidding, mailing, advertising, and staff time).

**45. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

**46. TERMINATION PROCEDURES**

After receipt of a notice of termination, except as otherwise directed by COMMERCE, 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 related to the Contract;
- C.** Assign to COMMERCE all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by the Contractor to settle such claims must have the prior written approval of COMMERCE; and
- D.** Preserve and transfer any materials, contract deliverables and/or COMMERCE property in the Contractor's possession as directed by COMMERCE.

Upon termination of the Contract, COMMERCE shall pay the Contractor for any service provided by the Contractor under the Contract prior to the date of termination. COMMERCE may withhold any amount due as COMMERCE reasonably determines is necessary to protect COMMERCE against potential loss or liability resulting from the termination. COMMERCE shall pay any withheld amount to the Contractor if COMMERCE later determines that loss or liability will not occur.

The rights and remedies of COMMERCE under this section are in addition to any other rights and remedies provided under this Contract or otherwise provided under law.

**47. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

**48. WORK HOURS AND SAFETY STANDARDS**

The Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)-Where applicable, all contracts awarded by recipients in excess of \$100,000 for construction and other purposes that involve the employment of mechanics or laborers must include a provision for compliance with

**GENERAL TERMS AND CONDITIONS  
CAPITAL  
FEDERAL ARRA FUNDS**

Section 102 and 107 of the Contract Work Hours Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each subcontractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic is required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

## Statement of Work

### ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT SMALLER CITIES AND COUNTIES

Grant Recipient: City of Marysville

Contact Name: John A. Cowling, PE

Contact address, Email, Phone: 80 Columbia Ave.

Marysville, WA 98270

[jcowling@marysvillewa.gov](mailto:jcowling@marysvillewa.gov)

360-363-8281

General Summary: To retrofit existing light fixtures within two City-owned buildings as well as convert pedestrian signal displays and HPS luminaries to LED

Project Description: Install energy efficient lighting in the Marysville Public Safety complex & Boys & Girls Club and upgrade pedestrian signals & luminaries to LEDs.

#### **SCOPE OF WORK**

Activity/Tasks/Deliverables	Description	Start Date	End Date
Activity 1	Retrofit existing lights, florescent fixtures and switches in Public Safety Building complex including motion sensors, exit signs and replacement of ballasts.	1/1/10	12/31/10
Task 1.1	<b>Project Administration and Management:</b> Administer and manage the project, including but not limited to: maintenance of project records; submittal of payment vouchers, fiscal forms, and progress reports; compliance with applicable procurement and interlocal agreement requirements; attainment of all required permits for the project; conducting, coordinating, and scheduling of all project activities; quality control; and submittal of required performance items.	1/1/10	12/31/10
Task 1.2	<b>Environmental and Design Engineering</b> A. Address, compile and document environmental concerns related to the project. Perform environmental consultations with state agencies for submittal to U.S. Department of Energy. Perform cultural resource survey consultation as necessary with the State Department of Archaeology and Historic Preservation. B. Develop Plans, Specifications and Estimate	1/1/10	5/1/10

Activity/Tasks/Deliverables	Description	Start Date	End Date
Task 1.3	<b>Bidding and Contract Award</b> A. Advertise and accept bids to award a contract to construct the project. B. Award (City Council Award and Contract Execution)	5/1/10	6/13/10
Task 1.4	<b>Construction of Project Improvements</b> General contractor will construct improvements	9/1/10	10/30/10
Task 1.5	<b>Project Closeout</b> Final acceptance by City Council and start of 45 day lien period	12/01/10	12/13/10
Activity 2	Retrofit existing fixtures and ballasts with electronic ballasts and T-8 tubes in City-owned Boys and Girls Club.	1/1/10	12/31/10
Task 2.1	Project Administration and Management: Administer and manage the project, including but not limited to: maintenance of project records; submittal of payment vouchers, fiscal forms, and progress reports; compliance with applicable procurement and interlocal agreement requirements; attainment of all required permits for the project; conducting, coordinating, and scheduling of all project activities; quality control; and submittal of required performance items.	1/1/10	12/31/10
Task 2.2	Environmental and Design Engineering Address, compile and document environmental concerns related to the project. Perform environmental consultations with state agencies for submittal to U.S. Department of Energy. Perform cultural resource survey consultation as necessary with the State Department of Archaeology and Historic Preservation.	1/1/10	2/15/10
Task 2.3	<b>Bidding and Contract Award</b> A. Request formal quotes to construct the project. B. Award (City Council Award and Contract Execution)	2/15/10	4/12/10
Task 2.4	<b>Construction of Project Improvements</b> General contractor will construct improvements	4/12/10	5/31/10
Task 2.5	<b>Project Closeout</b> Final acceptance	5/31/10	07/15/10

Activity/Tasks/Deliverables	Description	Start Date	End Date
Activity 3	Retrofit 42 existing non LED pedestrian signal displays with LED displays	1/01/10	12/31/10
Task 3.1	Project Administration and Management: Administer and manage the project, including but not limited to: maintenance of project records; submittal of payment vouchers, fiscal forms, and progress reports; compliance with applicable procurement and interlocal agreement requirements; attainment of all required permits for the project; conducting, coordinating, and scheduling of all project activities; quality control; and submittal of required performance items.	1/01/10	12/31/10
Task 3.2	Environmental and Design Engineering Address, compile and document environmental concerns related to the project. Perform environmental consultations with state agencies for submittal to U.S. Department of Energy. Perform cultural resource survey consultation as necessary with the State Department of Archaeology and Historic Preservation.	1/01/10	2/15/10
Task 3.3	Bidding Bid Equipment purchase and delivery	2/15/10	4/15/10
Task 3.4	Construction of Project Improvements Equipment Installation by City Staff	4/15/10	9/01/10
Task 3.5	Project Closeout Final acceptance	9/01/10	10/01/10
Activity/Tasks/Deliverables	Description	Start Date	End Date
Activity 4	Retrofit 63 existing HPS luminaries with LED luminaries	1/1/10	12/31/10
Task 4.1	Project Administration and Management: Administer and manage the project, including but not limited to: maintenance of project records; submittal of payment vouchers, fiscal forms, and progress reports; compliance with applicable procurement and interlocal agreement requirements; attainment of all required permits for the project; conducting, coordinating, and scheduling of all project activities; quality control; and submittal of required performance items.	1/1/10	12/31/10
Task 4.2	Environmental and Design Engineering Address, compile and document environmental concerns related to the	1/1/10	4/1/10

Activity/Tasks/Deliverables	Description	Start Date	End Date
	project. Perform environmental consultations with state agencies for submittal to U.S. Department of Energy. Perform cultural resource survey consultation as necessary with the State Department of Archaeology and Historic Preservation.		
Task 4.3	Bidding and Contract Award A. Advertise and accept bids to award a contract to construct the project. B. Award (City Council Award and Contract Execution).	4/1/10	6/09/10
Task 4.4	Construction of Project Improvements General contractor will construct improvements	6/09/10	8/1/10
Task 4.5	Project Closeout Final acceptance	8/1/10	10/1/10

### Reporting

Quarterly - No later than five (5) days after each calendar quarter for the duration of the contract (January 5, April 5, July 5, and October 5)

Monthly – Progress Report

### Budget

<b>GRANT TITLE:</b>	<b>EECBG - Energy Efficiency &amp; Conservation Block Grant Program</b>			
Fed. Grant No.	DE-EE0000849			
<b>COM Point of Contact</b>	Patti Miller-Crowley			
<b>Funding TYPE</b>	ARRA	X	EECBG Grant	X
	Other			

<b>PROJECT NAME:</b>	City of Marysville Energy Efficiency Retrofit
COM Agreement No.	<b>F10-52110-037</b>
Applicant Name	City of Marysville
Address, City Zip	1049 State Ave, Marysville, WA 98270
Sub-recipient POC	ATTN: John A. Cowling, PE

Categories	OBJ	GRANT		LEVERAGE				Total Costs
		Commerce	EECBG	Fed	Municipal	Third Party		
Salaries and Wages	A				14300.00			14300.00
Benefits	B							0.00
Contractual	C	77111.00				58888.52		135999.52
Goods And Services	E							0.00
(Supplies/Commodities)								
Travel	G							0.00
Equipment-None Capitalized	J (JA)							0.00
*Equipment-Capitalized	J (Other)	7378.00						7378.00
**Other Define								0.00
<b>Total Direct Costs</b>		<b>84489.00</b>		<b>0.00</b>	<b>14300.00</b>	<b>58888.52</b>		<b>157678</b>
*** (opt) Admin. Support Costs								
Method 1 - as % of direct costs OR	0.0%	0.00		0.00	0.00	0.00		0
Method 2 - as a hard cost entry								0
<b>Total Admin Costs</b>		<b>0.00</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		<b>0</b>
<b>Total All Costs</b>		<b>84489.00</b>		<b>0.00</b>	<b>14300.00</b>	<b>58888.52</b>		<b>157678</b>
<b>Percentage (Total Contract)</b>		<b>53.58%</b>		<b>0.00%</b>	<b>9.07%</b>	<b>37.35%</b>		<b>100.00%</b>
		84489.00		73189				
				<b>TOTAL MATCH =</b>		<b>73189</b>		<b>46.42%</b>

**Estimated Budget Detail & Deliverables**

- Activity Name:** A) Retrofit Existing lights, florescent fixtures and switches in Public Safety complex buildings
- Activity Name:** B) Retrofit Existing fixtures and ballasts with electronic ballasts and T-8 tubes in Boys and Girls Club
- Activity Name:** C) Retrofit 42 existing non LED pedestrian signal displays with LED displays
- Activity Name:** D) Retrofit 63 existing HPS luminaries with LED luminaries.

**Associated EECBG Grant Costs**

Activity A Contract Cost: \$25,137.00  
Activity B Contract Cost: \$5,882.00  
Activity C Equipment Cost: \$7,378.00  
Activity D Contract Cost: \$46,092.00  
**Total Grant Costs: \$84,489**

Total Contract Costs A, B, and D: \$77,111.00  
Total Equipment Costs C: \$7,378.00

**ADDITIONAL PROVISIONS UNDER THE  
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009  
Public Law 111-5**

**1. Recovery Act Reporting Requirements; Section 1512(c) of the Recovery Act**

Contractor acknowledges and agrees that the American Recovery and Reinvestment Act of 2009, hereinafter "Recovery Act" places great emphasis on accountability and transparency in the use of taxpayer dollars. Among other things, it creates a new Recovery Accountability and Transparency Board and a new website -- Recovery.gov -- to provide information to the public, including access to detailed information on grants and contracts made with Recovery Act funds.

COMMERCE, as a recipient of Recovery Act funds, must comply with the Recovery Act's extensive reporting requirements, including quarterly financial and programmatic reporting due within 10 calendar days after the end of each calendar quarter. COMMERCE will require periodic reports from its sub-recipients in order to fulfill its reporting obligations. Grantees receiving Recovery Act funds may expect that a standard form(s) and/or reporting mechanism will be made available at a future date.

Contractor agrees to provide to COMMERCE all reports, documentation, or other information, as may be required by COMMERCE to meet reporting obligations under the Recovery Act. Contractor's receipt of funds is contingent on Contractor meeting the reporting requirements of Section 1512.

Additional instructions and guidance regarding the required reporting will be provided as they become available. For planning purposes, however, Contractors receiving Recovery Act funds should be aware that Recovery Act section 1512(c) provides:

Recipient Reports- Not later than 10 days after the end of each calendar quarter, each recipient that received recovery funds from a Federal agency shall submit a report to that agency that contains—

- (1) The total amount of recovery funds received from that agency;
- (2) The amount of recovery funds received that were expended or obligated to projects or activities; and
- (3) A detailed list of all projects or activities for which recovery funds were expended or obligated, including:
  - (a) The name of the project or activity;
  - (b) A description of the project or activity;
  - (c) An evaluation of the completion status of the project or activity;
  - (d) An estimate of the number of jobs created and the number of jobs retained by the project or activity; and
  - (e) For infrastructure investments made by State and local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds made available under this Act, and name of the person to contact at the agency if there are concerns with the infrastructure investment.
- (4) Detailed information on any subcontracts or subgrants awarded by the recipient to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), allowing aggregate reporting on awards below \$25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.

**2. Section 1512 of the Recovery Act: Registration with Central Contractor Registration (CCR)**

Recipients of funds under the Recovery Act shall register with the Central Contractor Registration (CCR) database at [www.ccr.gov](http://www.ccr.gov). This ensures consistent reporting of data about each entity and thereby makes data more useful to the public. In order to register in CCR, a valid Data Universal

Numbering System (DUNS) Number is required and should be inserted in Box # 13 of the Face Sheet of this Agreement.

**3. Section 1602 of the Recovery Act: Preference for Quick-Start Activities (if applicable)**

Section 1602 of the Recovery Act provides:

In using funds made available in this Act for infrastructure investment, recipients shall give preference to activities that can be started and completed expeditiously, including a goal of using at least 50 percent of the funds for activities that can be initiated not later than 120 days after the date of the enactment of this Act. Recipients shall also use grant funds in a manner that maximizes job creation and economic benefit.

**4. Section 1604 of the Recovery Act: Limit on Funds**

Section 1604 of the Recovery Act provides:

None of the funds appropriated or otherwise made available in this Act may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

**5. Required Use of American Iron, Steel, and Manufactured Goods—Section 1605 of the American Recovery and Reinvestment Act of 2009**

Contractor shall comply with Section 1605 of the Recovery Act unless (1) compliance has been waived by the Federal Agency providing the funds; or (2) compliance with the Recovery Act conflicts with an international trade agreement.

**A. Section 1605 of the Recovery Act provides:**

Use of American Iron, Steel, and Manufactured Goods.

(a) None of the funds appropriated or otherwise made available by the Recovery Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.

(b) Subsection (a) shall not apply in any case or category of cases in which the head of the Federal department or agency involved finds that:

- (1) applying subsection (a) would be inconsistent with the public interest;
- (2) iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- (3) inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the head of a Federal department or agency determines that it is necessary to waive the application of subsection (a) based on a finding under subsection (b), the head of the department or agency shall publish in the Federal Register a detailed written justification as to why the provision is being waived.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

**B. International Trade Agreements:**

Contracts for the procurement of goods and services in the amount of \$528,000 or more and for constructions services in the amount of \$7,443,000 or more are covered by an international trade agreement and are therefore not subject to Section 1605.

**C. Waivers:**

Contractor shall provide COMMERCE with information and applicable supporting data as may be required by COMMERCE, to support any request for waiver of compliance with Section 1605 (b) of the Recovery Act. The following applies to requests for waivers submitted to COMMERCE.

(a) Definitions.

"Manufactured good" means a good brought to the construction site for incorporation into the building or work that has been:

- (1) Processed into a specific form and shape; or
- (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

"Public building" and "public work" means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

"Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) Domestic preference.

- (1) This award term and condition implements Section 1605 of the Recovery Act of 2009 by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) of this term and condition.
- (2) This requirement does not apply to the material excepted by the Federal Government.
- (3) The award official may add other iron, steel, and/or manufactured goods to the list in paragraph (b)(2) of this term and condition if the Federal Government determines that:
  - (i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;
  - (ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
  - (iii) The application of the restriction of Section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) Request for determination of inapplicability of Section 1605 of the Recovery Act.

- (1)(i) Any request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(3) of this term and condition shall include adequate information for Federal Government evaluation of the request, including—
  - (A) A description of the foreign and domestic iron, steel, and/or manufactured goods;
  - (B) Unit of measure;
  - (C) Quantity;
  - (D) Cost;
  - (E) Time of delivery or availability;
  - (F) Location of the project;
  - (G) Name and address of the proposed supplier; and
  - (H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this term and condition.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this term and condition.

(iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to Section 1605 of the Recovery Act applies, COMMERCE will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, COMMERCE shall adjust the award amount or redistribute budgeted funds in accordance with requirements adopted pursuant to the Recovery Act.

(3) Unless the Federal Government determines that an exception to Section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with Section 1605 of the American Recovery and Reinvestment Act.

(d) Data.

To permit evaluation of requests under paragraph (b) of this term and condition based on unreasonable cost, the following information and any applicable supporting data based on the survey of suppliers should be provided to COMMERCE:

FOREIGN AND DOMESTIC ITEMS COST COMPARISON			
Description	Unit of Measure	Quantity	Cost (Dollars)*
<b>Item 1:</b>			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good			
<b>Item 2:</b>			
Foreign steel, iron, or manufactured good			
Domestic steel, iron or manufactured good			

[List name, address, telephone number, email address, and contact for suppliers surveyed.]

[Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[\*Include all delivery costs to the construction site.]

**6. Wage Rate Requirements under Section 1606 of the American Recovery and Reinvestment Act of 2009 – Davis-Bacon Act**

All laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act, shall be paid wages at rates not less than those prevailing on projects of a character similar in

the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (Davis-Bacon Act). With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan numbered 14 of 1950 (64 Stat. 1267, 5 U.S.C. App.) and section 3145 of title 40 United States Code. See U.S. Department of Labor, Wage and Hour Division website at <http://www.dol.gov/esa/whd/contracts/dbra.htm> . Wage determinations can be found at <http://www.wdol.gov>.

The Contractor shall include this provision and require this provision to be contained in all subcontracts for work performed under this Contract.

The work performed by this contract may also be subject to the State's prevailing wage laws, Chapter 39.12 RCW. The Contractor is advised to consult with the Washington State Department of Labor and Industries to determine the prevailing wages that must be paid.

**7. Non-supplanting of State and Local Funds** (if applicable -- consult the program solicitation and the special conditions in the award document)

Grantees must use federal funds to supplement existing State and local funds for program activities and must not replace (supplant) State or local funds that they have appropriated or allocated for the same purpose. Potential supplanting will be the subject of monitoring and audit. Violations may result in a range of penalties, including suspension of current and future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under a grant, and civil and/or criminal penalties. For additional guidance regarding supplanting, refer to the information provided at <http://www.ojp.usdoj.gov/recovery/supplantingguidance.htm>.

**8. Protection of Whistleblowers**

Prohibition on Reprisals: An employee of any non-Federal employer receiving covered funds under the Recovery Act may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct,) a court or grand jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- Gross mismanagement of an agency contract or grant relating to covered funds;
- Gross waste of covered funds;
- Substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- Abuse of authority related to the implementation or use of covered funds; or
- Violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

Any employer receiving covered funds shall post notice of the rights and remedies provided under this section. The recommended written notice is attached as "Know Your Rights Under the Recovery Act".

**9. Waste Stream**

Prior to the expenditure of Federal funds, the Contactor is required to provide documentation demonstrating that it has prepared a waste management plan to dispose of sanitary or hazardous waste generated by the proposed activities. Sanitary or hazardous waste includes, but is not limited to, old light bulbs, lead ballasts, piping, roofing material, discarded equipment, debris, and asbestos.

Compliance with this clause will be complete only after the Contactor has submitted adequate documentation to Commerce for its review, and Commerce has provided written approval to the Recipient of its proposed plan to dispose of its sanitary or hazardous waste.

For assistance contact the WA State Governor's Office of Regulator Assistance (ORA), Regional assistance Leads - <http://www.ora.wa.gov/contact.asp>

Pollution Prevention Planning help is available from WA State Department of Ecology Regional Office staff: <http://www.ecy.wa.gov/programs/hwtr/P2/contacts.html> or call

Bellevue: (425) 649-7000

Lacey: (360) 407-6300

Yakima: (509) 575-2490

Spokane: (509) 329-3400

#### **10. False Claims Act**

Each grantee or subrecipient should promptly refer to an appropriate inspector general any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor or other person has submitted a false claim under the False Claims Act or who has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

#### **11. Listing Recovery Act Jobs with the Washington State Employment Security Department**

This Contract is funded with federal stimulus funds (under the Recovery Act), which has strict reporting requirements for funds spent and jobs created or retained (see Exhibit A, attached and incorporated into this Contract as additional instructions). Unless hiring is directly from a union hall, all job openings created by the Contractor for this project must be listed with the WorkSource system (an affiliate of the Employment Security Department) before hiring; all hiring decisions also must be reported to WorkSource. In addition, all Subcontractors hired by the Contractor also must be required to list jobs and report hiring results to WorkSource. Existing Contractor or Subcontractor employees who are retained using funds from this project also must be reported to WorkSource.

WorkSource will pre-screen and refer qualified job candidates for the Contractor's or Subcontractor's consideration. The Contractor and Subcontractor also have the discretion to use other, additional recruitment systems and retain the right to make all hiring decisions.

To begin the listing and reporting process, contact the Employment Security Department ARRA Business Unit at 877-453-5906 (toll-free), 360-438-4849, or [ARRA@esd.wa.gov](mailto:ARRA@esd.wa.gov).

## Exhibit A

**How to list ARRA jobs with the Employment Security (ESD) WorkSource system**

To help with the increased transparency and accountability that are required under the American Recovery & Reinvestment Act (ARRA), ESD's ARRA Business Unit will be the central point of contact for state agencies and their contractors for listing and tracking ARRA-funded jobs.

**Step 1: State agencies notify ESD about ARRA-funded contracts**

Within 2 days after awarding an ARRA-funded contract, state agencies should provide the following information to Employment Security's ARRA Business Unit:

- Name, phone number and address of contractor
- Title or short description of the contract

Report this information to ESD's ARRA Business Unit at [ARRA@esd.wa.gov](mailto:ARRA@esd.wa.gov), 877-453-5906 (toll-free) or 360-438-4849. (Employment Security will use the information to verify that contractors comply with the requirement stated in Step 2.)

**Step 2: List ARRA-funded jobs with ESD's WorkSource system**

State agencies, contractors and sub-contractors should contact the ARRA Business Unit to begin the process of listing their ARRA-funded jobs with the WorkSource system. The ARRA Business Unit may be reached at 877-453-5906 (toll-free), 360-438-4849 or [ARRA@esd.wa.gov](mailto:ARRA@esd.wa.gov).

**Here's what we'll do with the information:** The ARRA Business Unit will relay the information to a business outreach lead at a WorkSource office in the employer's community. The business outreach lead will contact the employer to obtain the information necessary to list the job/s (create a "job order"), and to discuss the employer's recruitment needs and the services available through WorkSource.

The WorkSource business outreach lead will search the agency's database for qualified applicants (based on job-skill requirements), screen potential applicants, and refer selected candidates to the employer for consideration. (Employers retain the right to use other or additional recruitment systems, and they make all hiring decisions.)

**Step 3: Report hiring information**

After completing the hiring process, the employer should contact the WorkSource business outreach lead to "close" the job order and provide the following information:

- Job title
- Number of people hired
- Starting wage and hours

This information will be used in reports and status updates to the governor, the federal government and the public.



## Frequently asked questions for ARRA employers

**Q1. What services can I get when I list jobs with WorkSource?**

- A.** WorkSource staff screens and refers job seekers based on how well their skills meet your job requirements. The screening is done broadly or narrowly, depending on how many people you want to interview.

WorkSource also can help you with free job advertising, pay-rate information, tax credits and information on employment laws and regulations. We're committed to helping your business succeed.

**Q2. What screening and assessment of skills does WorkSource conduct?**

- A.** We conduct a variety of screening and assessment. Contact your local WorkSource center to ask what assessment services are provided.

**Q3. If the position requires a certain skill level, can WorkSource test applicants for math and reading levels or typing speed?**

- A.** WorkSource staff will pre-screen applicants based on the qualifications that you need. Ask your WorkSource staff person about their ability to assess certain skills required for the position

**Q4. Can we conduct interviews at WorkSource?**

- A.** You can use space at WorkSource for mass application sessions, one-on-one interviews, or even group orientations. Contact your local WorkSource to check availability.

**Q5. What is the anticipated hiring time?**

- A.** We recommend you plan ahead (7-10 days), although you may hire when you choose. The job will be listed for you right away

**Q6. What if WorkSource doesn't have job seekers with the skills and abilities that match our needs?**

- A.** WorkSource staff will look first for qualified local applicants. If no one is available, then the search is expanded to include other areas to see if applicants are willing to commute or relocate. During this recession, there is an unprecedented pool of qualified applicants. Our matching system has the unique capabilities to match skilled job seekers with available jobs.

**Q7. Is WorkSource able to coordinate job fairs or hiring events?**

- A.** Yes, WorkSource often coordinates large job fairs and targeted hiring events. Your local WorkSource staff can arrange the details such as date, availability of space, and the amount of time they need to help coordinate your hiring event.
- Q8. Do I have to list jobs and report hiring information to WorkSource?**
- A.** Yes. Even if you hire someone who already works for you in a different position, report the hire for contract requirements.
- Q9. Can I list my job opening with other sources like temp agencies or run a classified ad in the newspaper at the same time?**
- A.** You may recruit as broadly as you like. Just remember that a requirement of your contract is to post contract-funded job openings with your WorkSource business representative and report all hiring information.
- Q10. What information is being tracked by WorkSource?**
- A.** WorkSource tracks information about jobs listed, job candidates referred and the job openings filled.
- Q11. Who is the information being provided to?**
- A.** Participation and performance information is provided by the Employment Security Department to the U.S. Department of Labor. It also is being reported to the Governor, who is required by the federal Office of Management and Budget to report about jobs preserved and created during the recession.
- Q12. How long after placing the job order with WorkSource will it take before I can interview applicants?**
- A.** It could happen the same day if there are interested, qualified job seekers who apply right away. Typically, it may take a few days.
- Q13. What if I already have a job candidate (or a list of candidates), why do I have to list my jobs with WorkSource?**
- You can hire anyone you want, but you need to report it to us. Listing your stimulus-funded jobs with WorkSource enables us to track how many jobs are created and filled. We will relay the information to the governor and the federal government, who are documenting the effects of the stimulus funding.

## **Know Your Rights Under the Recovery Act!**

Post this notice of the rights and remedies.

***Did you know?*** The American Recovery and Reinvestment Act of 2009 <sup>1</sup>provides protections for certain employees of non-federal employers who make specified disclosures relating to possible fraud, waste and/or abuse or Recovery Act funds.

***Who is protected?*** Employees of non-federal employers receiving recovery funds. This includes State and local governments, contractors, subcontractors, grantees or professional membership organizations acting in the interest of recovery fund recipients.

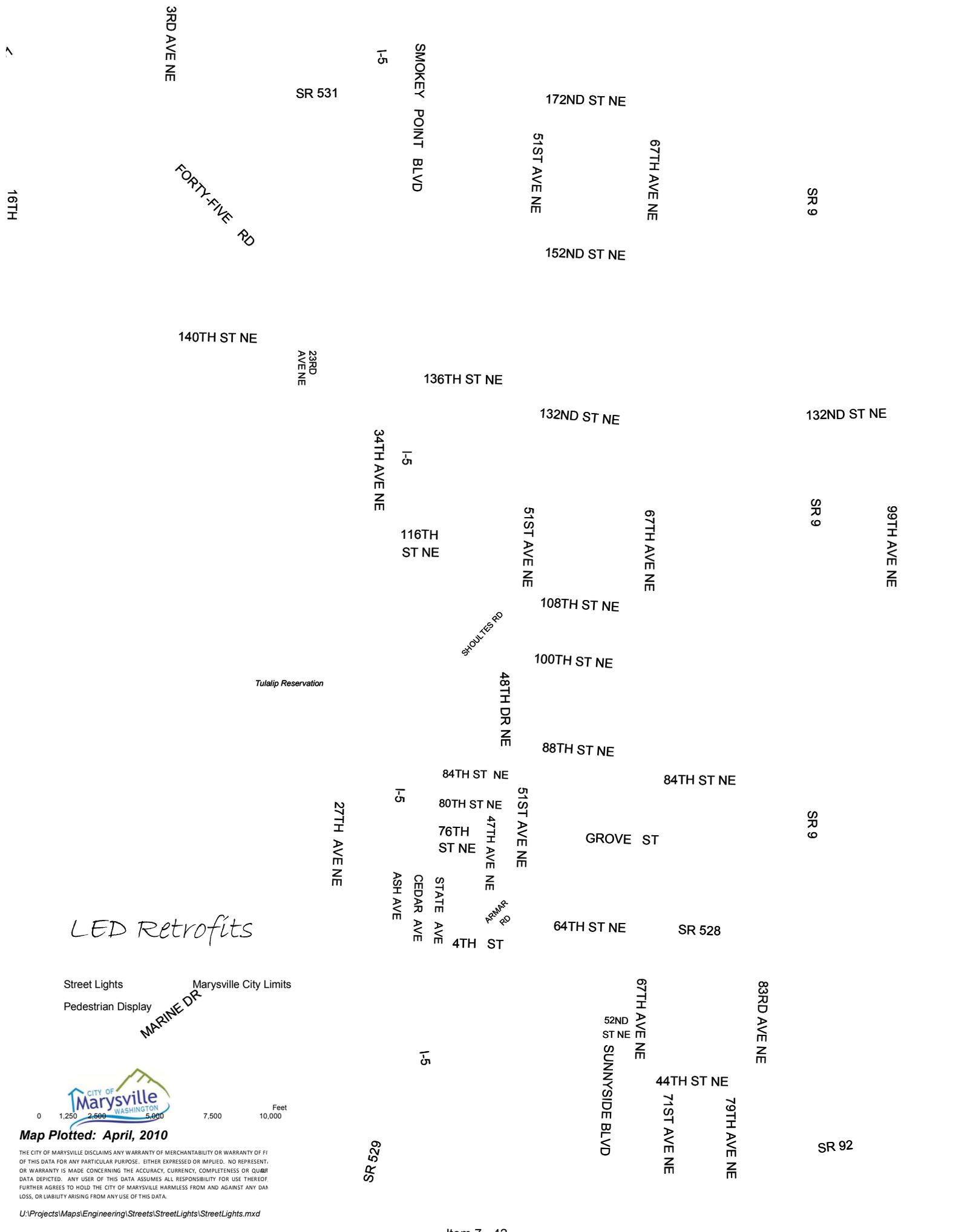
***How are Whistleblowers Protected?*** You cannot be discharged, demoted or otherwise discriminated against as a reprisal for making a protected disclosure.

***What types of disclosures are protected?*** The disclosure must be made by the employee to the Recovery Accountability and Transparency Board, an Inspector General, the Comptroller General, a member of Congress, a state or federal regulatory or law enforcement agency, a person with supervisory authority over the employee, a court or grand jury, or the head of a federal agency or his/her representatives. The disclosure must involve information that the employee believes is evidence of:

<sup>1</sup> Section 1553 of Division A, Title XV of the American Recovery and Reinvestment Act of 2009, P.L. 111-5

- gross mismanagement of an agency contract or grant relating to recovery funds;
- a gross waste of recovery funds;
- a substantial and specific danger to public health or safety related to the implementation or use of recovery funds;
- an abuse of authority related to the implementation or use of recovery funds; or
- a violation of law, rule, or regulation related to an agency contract or grant awarded or issued relating to recovery funds.

***Take Action!*** Log on to [Recovery.gov](http://Recovery.gov) for more information about your rights and details on how to report at [www.recovery.gov](http://www.recovery.gov).



*LED Retrofits*

Street Lights  
 Pedestrian Display  
 Marysville City Limits  
 MARINE DR



0 1,250 2,500 5,000 7,500 10,000 Feet

Map Plotted: April, 2010

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

U:\Projects\Maps\Engineering\Streets\StreetLights\StreetLights.mxd

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: **May 10, 2010**

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 **May 5, 2010** claims in the amount of **\$1,644,653.21** paid by **Check No.'s 62735 through 62849** with Check No. 53361 voided.

COUNCIL ACTION:

BLANKET CERTIFICATION  
**CLAIMS**  
FOR  
**PERIOD-5**

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 **\$1,644,653.21 PAID BY CHECK NO.'S 62735 THROUGH 62849 WITH CHECK NUMBER 53361 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 Gresser* \_\_\_\_\_ 5/5/10  
AUDITING OFFICER DATE

\_\_\_\_\_  
MAYOR DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **5<sup>th</sup> DAY OF MAY 2010.**

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

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 04/29/2010 TO 05/05/2010**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
62735	ADVANTAGE BUILDING SERVICES	JANITORIAL SERVICES	00100010.541010.	605.88
	ADVANTAGE BUILDING SERVICES		00101250.541010.	950.52
	ADVANTAGE BUILDING SERVICES		00103530.541010.	535.16
	ADVANTAGE BUILDING SERVICES		00105250.541000.	435.49
	ADVANTAGE BUILDING SERVICES		00105380.541000.	620.40
	ADVANTAGE BUILDING SERVICES		40141580.541000.	37.73
	ADVANTAGE BUILDING SERVICES		40142480.541000.	403.76
	ADVANTAGE BUILDING SERVICES		40143410.541000.	1,032.75
	ADVANTAGE BUILDING SERVICES		40143780.541000.	202.51
62736	AIRGAS NOR PAC	ACETYLENE & OXYGEN BOTTLES REF	41046060.531000.	119.22
62737	TERESA ARNDT	REFUND CLASS FEES	00110347.376007.	52.00
62738	JORDAN BARGER	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
62739	MICHAEL BARNETT	MILEAGE REIMBURSEMENT	00103960.543000.	49.92
62740	SUZANNE BARRETT	INSTRUCTOR SERVICES	00105120.541020.	1,638.00
62741	BLUMENTHAL UNIFORMS & EQUIPMENT	ACADEMY UNIFORM-COSME, A	00103222.526000.	507.91
62742	BONEHAM, DAVID W	UB 986801038000 6801 38TH PL N	401.122120.	93.04
62743	BRUCE BRYANT	ENTERTAINER @ KBSCC 4/21/2010	00105250.531050.	65.00
62744	BUD CLARY CHEVROLET	2010 CHEVY COLORADO	50100048.564000.	20,288.75
62745	DOUG BUELL	REIMBURSE SHRED IT COSTS	00100720.541000.	225.00
62746	BUILDING SPECIALTIES	CEILING TILES	00105380.531000.	435.48
62747	C R HARNDEN CO INC	EARTH DAY/ARBOR DAY TREES	00105380.531000.	891.76
62748	CARR'S ACE HARDWARE	CULTIVATOR,RAKE,PVC FITTING	00105380.531000.	34.18
62749	CELLNETIX PATHOLOGY	INMATE MEDICAL SERVICES	00103960.541000.	52.10
	CELLNETIX PATHOLOGY		00103960.541000.	67.10
	CELLNETIX PATHOLOGY		00103960.541000.	69.65
	CELLNETIX PATHOLOGY		00103960.541000.	77.20
	CELLNETIX PATHOLOGY		00103960.541000.	89.95
	CELLNETIX PATHOLOGY		00103960.541000.	97.20
62750	ASSOC OF SNO CO CITIES & TOWNS	SCC DINNER MEETING (2)	00100060.549000.	64.00
62751	CLARK, MARIQUITA	UB 458040000000 14106 51ST DR	401.122110.	166.62
62752	CLEAN CUT TREE & STUMP GRINDING SRVC	TREE REMOVAL @ JENNINGS	00105380.531000.	3,258.00
62753	BRIAN COFFEY	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
62754	CONCRETE NOR'WEST	TOPDRESSING SAND	42047165.531940.	370.44
62755	CONCUT, INC	BLADES	40140580.531000.	592.17
62756	CO-OP SUPPLY	FERTILIZER	00105380.531000.	19.54
	CO-OP SUPPLY	BREAKER,BUNGEE	00105380.531000.	54.16
	CO-OP SUPPLY	TINED FORK	00105380.531000.	54.29
62757	COSTLESS SENIOR SERVICES INC	INMATE PRESCRIPTIONS	00103960.531000.	165.27
62758	COVAD COMMUNICATIONS	INTERNET SERVICES	50300090.541000.	239.95
62759	VONNIE CRAWFORD	INSTRUCTOR SERVICES	00105250.541020.	165.00
62760	CHERYL DECKARD	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
62761	ARLINE DEPALMA	INSTRUCTOR SERVICES	00105250.541020.	260.00
62762	MILES DERUSHE	MILEAGE REIMBURSEMENT	00103960.543000.	48.06
62763	DICKS TOWING INC	TOWING EXPENSE-MP 10-2347	00103222.541000.	43.44
62764	E&E LUMBER INC	CABLE TIES	00105120.531030.	15.54
	E&E LUMBER INC	COPING SAW BLADE	00105380.531000.	3.25
	E&E LUMBER INC	ORANGE FLAGS	00105380.531000.	10.85
	E&E LUMBER INC	GAUGE	00105380.531000.	11.39
	E&E LUMBER INC	EPOXY,VENT COVER	00105380.531000.	14.05
	E&E LUMBER INC	SPRAY BOTTLE,COVERS	00105380.531000.	20.59
	E&E LUMBER INC	BUCKET,GLUE,PUTTY	00105380.531000.	25.96
	E&E LUMBER INC	PAINT,ROLLER COVERS	00105380.531000.	39.16

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 04/29/2010 TO 05/05/2010**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
62764	E&E LUMBER INC	TAPE,COVER,PUTTY	00105380.531000.	48.83
	E&E LUMBER INC	PATIO BLOCKS	00105380.531000.	107.51
	E&E LUMBER INC	PLASTIC DROP CLOTH,ROLLER COVE	00105380.531000.	546.68
	E&E LUMBER INC	PAINT SUPPLIES	40143780.531000.	15.20
	E&E LUMBER INC	SPADE BIT,FASTENERS	40143780.531000.	37.67
	E&E LUMBER INC	PAINT	40143780.531000.	40.26
	E&E LUMBER INC	LUMBER,FASTENERS	40143780.531000.	45.55
62765	EASI FILE CORP	(100) FILE HANGER	001.231700.	-7.84
	EASI FILE CORP		00102020.531000.	99.00
62766	VICTORIA EMERSON	REFUND SECURITY DEPOSIT	001.239100.	200.00
62767	EMPLOYMENT SECURITY DEPARTMENT	EMPLOYMENT SECURITY CHECK	00103222.541000.	9.50
62768	THE EVERETT CLINIC	INMATE MEDICAL SERVICES	00103960.541000.	144.00
	THE EVERETT CLINIC		00103960.541000.	568.00
	THE EVERETT CLINIC		00103960.541000.	1,136.00
62769	EVERETT DISTRICT COURT	BAIL POSTED	001.229050.	2,500.00
62770	CITY OF EVERETT	ANIMAL CONTROL SERVICES 3/2010	00104230.551000.	7,708.00
62771	EWING IRRIGATION PRODUCTS INC	(80) TURFACE QUICK DRY	00105120.531010.	999.40
62772	KATHY FAMELOS	REFUND CLASS FEES	00110347.376009.	20.00
62773	FEDEX	SHIPPING EXPENSE	50300090.531000.	65.84
62774	FEI SEATTLE ADMIN #3206	HYDRANT GASKETS	40140680.531000.	170.56
62775	FRED MEYER	PRUNERS	40140580.531000.	76.00
	FRED MEYER	JEANS-GESSNER, KRISTA	40143410.526200.	114.00
62776	BRYANT GERFIN	MILEAGE REIMBURSEMENT	00103960.543000.	101.80
62777	GOLDEN CORAL	POTLUCK FOOD-KBSCC 4/21/2010	10605250.549000.	86.80
62778	PROCUREMENT & GOVERNMENT SALES INC	TV SYSTEM SETUP PERIPHERALS	50300090.531000.	223.96
62779	HASLER, INC	POSTAGE METER LEASE-POLICE	00103222.545000.	219.60
62780	HD FOWLER COMPANY	METER SETTER	40140580.531000.	596.82
	HD FOWLER COMPANY	METER BOXES,LIDS	40140580.531000.	2,001.18
	HD FOWLER COMPANY	NUT,VALVES	40140680.531000.	186.80
	HD FOWLER COMPANY	CATCH BASINS	42047165.531920.	149.14
62781	BROOKE HEICHEL	REIMBURSE EARTH DAY EXPENSES	40145040.553100.	57.16
62782	DICK HERSCH	REFUND CLASS FEES	00110347.376009.	20.00
62783	SHAINA HIBBERT	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
62784	HOME DEPOT CREDIT SVCS	TILE,TRIM,FASTENERS	00105380.531000.	51.04
62785	TRACY JEFFRIES	REIMBURSE MILEAGE	00101130.543000.	53.53
62786	BECKY K. JOHNSON	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
62787	GLENNA JOHNSON	UTILITY TAX REBATE	00102520.549010.	52.01
62788	K-MART	(2) STOOLS	00103960.531000.	41.25
62789	KENWORTH NORTHWEST INC	ALTERNATOR	50100065.534000.	203.14
62790	KIPLINGER WASHINGTON EDITORS INC	2010 SUBSCRIPTION	00101023.549000.	89.00
62791	JANENE LAMPHERE	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
62792	DEPT OF LICENSING	AGNEW, JOSHUA (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	BROWN, ZACHARY (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	CARTER, JOSEPH (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	CHRISTIAN, DAVID (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	ELKINS, JEREMY (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	FALLER, ZACHARY (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	FINLEY, JOSPEH (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	GOOKINS, WILLIAM (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	LIPPS, WILLIAM (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	MORRILL, MICHAEL (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	NEE.Y, JASON (RENEWAL)	001.237020.	18.00

**CITY OF MARYSVILLE  
 INVOICE LIST**

FOR INVOICES FROM 04/29/2010 TO 05/05/2010

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
62792	DEPT OF LICENSING	REED, MELISSA (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	RICHARDS, RYAN (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	STOLLE, ALAN (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	SWIMM, KIMBERLY (RENEWAL)	001.237020.	18.00
	DEPT OF LICENSING	WINTERS, MICHAEL (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	WHITE, PAMELA (LT RENEWAL)	001.237020.	21.00
62793	MARYSVILLE AWARDS	NAMEPLATE-WADE, W	00103010.531000.	14.66
	MARYSVILLE AWARDS	PLAQUE-THOMAS, M	00103010.531000.	102.63
62794	MARYSVILLE FIRE DISTRICT	INMATE TRANSPORT	00103960.541000.	515.00
62795	MARYSVILLE FIRE DIST #12	FIRE CONTROL/EMERGENCY AID SRV	00109522.551000.	457,865.33
	MARYSVILLE FIRE DIST #12		00109526.551000.	184,794.22
62796	CITY OF MARYSVILLE	WTR/SWR @ 7115 GROVE ST	42047165.547000.	229.34
	CITY OF MARYSVILLE	WTR/SWR/GRB @ 7007 GROVE ST	42047165.547000.	961.51
62797	MARZARCHUK, OLEKSANDER	UB 986801038000 6801 38TH PL N	401.122130.	134.43
62798	MATSUMURA, TERRY	UB 751131150000 5315 75TH AVE	401.122110.	121.33
	MATSUMURA, TERRY		410.122100.	17.21
62799	MICROFLEX INC	TAX AUDIT PROGRAM 3/2010	00101023.541000.	144.13
62800	TARA MIZELL	REIMBURSE PHOTO CARD PURCHASE	00105120.531000.	59.72
62801	SIGURD A. MONTGOMERY	CEDAR TREE	40143410.549000.	162.90
62802	MOTOROLA	RADIOS FOR NEW HIRES	00103222.526000.	14,005.16
62803	MOWRY, SHERRIE	UB 041650000000 6332 95TH ST N	401.122110.	91.35
62804	NELSON PETROLEUM	DIESEL AND GASOLINE CONSUMED	42047165.532000.	990.71
62805	NELSON, CLAY & SONIA	UB 760392000002 6921 58TH ST N	401.122110.	96.05
62806	NEXTEL COMMUNICATIONS	ACCT #495802314	50350390.542000.	17.91
	NEXTEL COMMUNICATIONS		50350390.542000.	17.91
	NEXTEL COMMUNICATIONS		50350390.542000.	17.91
	NEXTEL COMMUNICATIONS		50350390.542000.	17.91
	NEXTEL COMMUNICATIONS		50350390.542000.	39.90
	NEXTEL COMMUNICATIONS		50350390.542000.	45.21
	NEXTEL COMMUNICATIONS		50350390.542000.	53.73
	NEXTEL COMMUNICATIONS		50350390.542000.	63.56
	NEXTEL COMMUNICATIONS		50350390.542000.	70.97
	NEXTEL COMMUNICATIONS		50350390.542000.	71.64
	NEXTEL COMMUNICATIONS		50350390.542000.	71.64
	NEXTEL COMMUNICATIONS		50350390.542000.	79.68
	NEXTEL COMMUNICATIONS		50350390.542000.	81.16
	NEXTEL COMMUNICATIONS		50350390.542000.	126.74
	NEXTEL COMMUNICATIONS		50350390.542000.	136.69
	NEXTEL COMMUNICATIONS		50350390.542000.	162.42
	NEXTEL COMMUNICATIONS		50350390.542000.	197.18
	NEXTEL COMMUNICATIONS		50350390.542000.	248.46
	NEXTEL COMMUNICATIONS		50350390.542000.	251.36
	NEXTEL COMMUNICATIONS		50350390.542000.	280.32
	NEXTEL COMMUNICATIONS		50350390.542000.	337.35
	NEXTEL COMMUNICATIONS		50350390.542000.	424.14
	NEXTEL COMMUNICATIONS		50350390.542000.	459.92
	NEXTEL COMMUNICATIONS		50350390.542000.	1,633.70
62807	NEXTEL COMMUNICATIONS	ACCT #130961290	40141580.531000.	47.87
	NEXTEL COMMUNICATIONS		40142280.531000.	47.87
62808	NORTH SOUND EMERGENCY MEDICINE	INMATE MEDICAL SERVICES	00103960.541000.	261.52
62809	NORTHWEST CASCADE INC	HONEY BUCKET	00105380.545000.	111.38
62810	OFFICE DEPOT	OFFICE SUPPLIES	00100020.531000.	3.37

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 04/29/2010 TO 05/05/2010**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
62810	OFFICE DEPOT	OFFICE SUPPLIES	00100020.531000.	21.79
	OFFICE DEPOT		00100060.531000.	8.14
	OFFICE DEPOT		00100060.531000.	20.19
	OFFICE DEPOT		00101130.531000.	7.32
	OFFICE DEPOT		00101130.531000.	25.24
	OFFICE DEPOT		00102020.531000.	65.27
	OFFICE DEPOT		00102020.531000.	101.69
	OFFICE DEPOT		00103010.531000.	14.16
	OFFICE DEPOT		00103010.531000.	57.47
	OFFICE DEPOT		00103010.531000.	169.92
	OFFICE DEPOT	USB DRIVES	00103010.531000.	197.93
	OFFICE DEPOT	OFFICE SUPPLIES	00103121.531000.	3.23
	OFFICE DEPOT		00103121.531000.	14.23
	OFFICE DEPOT		00103222.531000.	212.53
	OFFICE DEPOT		00103630.531000.	22.20
	OFFICE DEPOT		00103630.531000.	22.24
	OFFICE DEPOT		00104190.531000.	13.60
	OFFICE DEPOT		00104190.531000.	18.02
	OFFICE DEPOT		00143523.531000.	30.07
	OFFICE DEPOT		40143410.531000.	3.38
	OFFICE DEPOT		40143410.531000.	5.61
	OFFICE DEPOT		40143410.531000.	7.26
	OFFICE DEPOT		40143410.531000.	51.89
	OFFICE DEPOT		41046060.531000.	3.73
	OFFICE DEPOT		50100065.531000.	0.37
	OFFICE DEPOT		50100065.531000.	7.26
	OFFICE DEPOT		50200050.531000.	0.37
	OFFICE DEPOT		50200050.531000.	7.26
62811	PACIFIC NW BUSINESS PRODUCTS INC	TONER	00101130.531000.	43.41
	PACIFIC NW BUSINESS PRODUCTS INC		00143523.531000.	43.42
62812	THE PARTS STORE	U BOLT	00105380.531000.	11.38
	THE PARTS STORE	LUBE	50100065.531000.	16.83
62813	BELINDA PAXTON	REIMBURSE MILEAGE	00103222.543000.	19.78
62814	LAURIE HUGDAHL	MINUTE TAKING SERVICES	00101130.541000.	96.10
62815	LYNN PEAVEY COMPANY	EVIDENCE SUPPLIES	001.231700.	-23.87
	LYNN PEAVEY COMPANY		00103222.531000.	301.37
62816	THE POLICE & SHERIFFS PRESS, INC	HOLOVIEW ID CARDS	001.231700.	-3.66
	THE POLICE & SHERIFFS PRESS, INC		00103010.541000.	46.27
62817	UNITED STATES POSTAL SERVICE	PERMIT 80 ACCOUNT	00105250.544000.	114.19
62818	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #2023-4068-3	00105380.547000.	15.75
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #2009-9853-2	00105380.547000.	35.34
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #2019-3119-3	00105380.547000.	55.30
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #2034-3089-7	10110463.547000.A1601	77.01
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #2008-0070-4	10110463.547000.A1601	125.58
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #2016-1018-5	10111864.547000.	46.66
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #2021-4048-9	10111864.547000.	87.05
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #2023-6853-6	10111864.547000.	94.16
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #2016-7089-0	10111864.547000.	106.83
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #2021-0219-0	10111864.547000.	108.45
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #2008-6930-3	10111864.547000.	111.29
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #2021-8367-9	10111864.547000.	157.16
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #2000-8415-0	10111864.547000.	648.03

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 04/29/2010 TO 05/05/2010**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
62818	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #2027-9116-6	40140180.547000.	56.36
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #2025-2469-0	40140180.547000.	94.26
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #2024-7643-8	40142280.547000.	48.26
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #2022-2076-0	42047165.547000.	50.89
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #2016-3963-0	42047165.547000.	1,265.75
62819	RADIA MEDICAL IMAGING	INMATE MEDICAL SERVICES	00103960.541000.	26.40
	RADIA MEDICAL IMAGING		00103960.541000.	31.20
62820	JESSICA RALSTON	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
62821	DANNIALLE RITACCO	REFUND CLASS FEES	00110347.376009.	20.00
62822	RODDA	PAINT	41046060.531000.	230.37
62823	KRISTINE RUSSELL	REFUND CLASS FEES	00110347.376009.	20.00
62824	SCHOOL OUTFITTERS	HULA HOOPS	001.231700.	-67.08
	SCHOOL OUTFITTERS		00105090.531000.	847.08
62825	SIMPLOT PARTNERS	GREENS FERTILIZER	42047165.531900.	1,248.90
62826	SNOHOMISH COUNTY CORRECTIONS	INMATE HOUSING 3/2010	00103960.551000.	54,075.73
62827	SNOHOMISH COUNTY FINANCE DEPARTME	800 MHZ PRINCIPAL/INTEREST	11000021.583000.	17,602.30
62828	UNISTAR-SPARCO COMPUTERS, INC	MISC PERIPHERALS	503.231700.	-1.20
	UNISTAR-SPARCO COMPUTERS, INC		50300090.531000.	15.12
62829	WASHINGTON STATE PATROL	FINGERPRINT ID SERVICES	001.237100.	481.25
	WASHINGTON STATE PATROL		00102020.541000.	26.00
62830	JULIE SWICK-LAFAVE	REIMBURSE MILEAGE	00103960.543000.	45.56
62831	HILDA TAYLOR	REFUND RENTAL FEES	001.239100.	200.00
	HILDA TAYLOR		00110362.324001.	-5.00
	HILDA TAYLOR		00110362.324001.	215.00
62832	TEXTRON FINANCIAL CORPORATION	E Z GO CART LEASE	42047165.545000.	970.00
62833	UNITED PARCEL SERVICE	SHIPPING EXPENSE	00103222.541000.	54.57
	UNITED PARCEL SERVICE		00103222.542000.	23.38
62834	UNITED PIPE & SUPPLY INC	BOLT KITS	40140580.531000.	66.52
	UNITED PIPE & SUPPLY INC	3" COMPOUND METER	40140580.531000.	1,924.39
	UNITED PIPE & SUPPLY INC	COPPER PIPE	40140980.531000.	533.45
62835	UNITED RENTALS	(2) WHEELBARROWS	00105380.531000.	271.50
62836	US HEALTHWORKS MEDICAL GROUP WA, P	PRE-EMPLOYMENT SCREENING-BART	00103010.541000.	512.00
	US HEALTHWORKS MEDICAL GROUP WA, P	SCREENING-MOORING & COSME	00103010.541000.	883.00
	US HEALTHWORKS MEDICAL GROUP WA, P	DOT EXAM-WETZEL, J	10111230.541000.	3.00
	US HEALTHWORKS MEDICAL GROUP WA, P	DOT EXAM (2)	40143410.541000.	108.00
62837	VAN DAM'S ABBEY CARPETS	CARPET	40143780.531000.	910.02
62838	JEFF VANDENBERG	REIMBURSE MILEAGE	00103222.543000.	47.40
62839	VERIZON NORTHWEST	ACCT #107747568401	00104190.542000.	53.70
	VERIZON NORTHWEST	ACCT #104650377503	00105250.542000.	133.69
	VERIZON NORTHWEST	ACCT #10624354707	10111864.547000.	180.78
	VERIZON NORTHWEST	ACCT #64811477782	40141580.547000.	102.20
	VERIZON NORTHWEST	ACCT #105660553702	40142280.542000.	90.66
	VERIZON NORTHWEST	ACCT #1101641995410	40143410.542000.	30.22
	VERIZON NORTHWEST	ACCT #1103241996301	40143410.542000.	65.73
	VERIZON NORTHWEST	ACCT #1108541996810	40143410.542000.	65.73
	VERIZON NORTHWEST	ACCT #1105841995206	40143410.542000.	75.89
	VERIZON NORTHWEST	ACCT #106853520208	40143780.542000.	53.70
62840	VERIZON NORTHWEST	METER READING PROF SERVICES	40141280.541000.	405.92
62841	VERIZON NORTHWEST	ACCT #102564566904	00105380.542000.	55.52
62842	WA STATE BAR ASSOCIATION	RULE 9 INTERN-SERANNO, H	00101320.549000.	50.00
62843	WASTE MANAGEMENT NORTHWEST	YARDWASTE,RECYCLE SERVICE	41046290.541000.	77,398.82
62844	WEED GRAAFSTRA AND BENSON INC PS	EARNEST 601 DELTA	40143980.562000.	757,015.00

**CITY OF MARYSVILLE**  
**INVOICE LIST**  
**FOR INVOICES FROM 04/29/2010 TO 05/05/2010**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
62845	WESTERN EQUIPMENT DISTRIBUTORS	WASHER	42047165.548000.	4.67
	WESTERN EQUIPMENT DISTRIBUTORS	SHIELD ASSEMBLY	42047165.548000.	33.93
62846	WESTERN PETERBILT INC	SEAT BOTTOM-VEH # J011	50100065.534000.	208.52
62847	WETLANDS & WOODLANDS INC	EARTH DAY/ARBOR DAY TREES & SH	00105380.531000.	1,000.00
	WETLANDS & WOODLANDS INC		40145040.553100.	274.58
62848	DEBBIE WHITFIELD	REFUND CLASS FEES	00110347.376009.	20.00
62849	LAUREN M. WOODMANSEE	INSTRUCTOR SERVICES	00105120.541020.	314.50
<b>WARRANT TOTAL:</b>				<b><u>1,644,705.22</u></b>

**VOID**

**REASON FOR VOIDS:**

**CHECK # 53361 CHECK LOST IN MAIL (52.01)**

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

**1,644,653.21**

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: May 10, 2010**

AGENDA ITEM: Contract Award: Water Meter Equipment Procurement Contract Award	AGENDA SECTION: Review Bids	
PREPARED BY: Ryan Morrison – Engineering Technician	APPROVED BY: 	
ATTACHMENTS: • Bid Tabulation		
	MAYOR	CAO
BUDGET CODE: 40220594.563000 W0607	AMOUNT: \$750,000.00	

**DESCRIPTION:**

The Water Meter Equipment Procurement Contract will provide the City with AMR equipment for remaining upgrades to existing water meters.

The project was advertised for an April 29th, 2010 bid opening. Two bids were received as shown on the attached bid tabulation. The low bidder is Elster AMCO Water, Inc. References have been checked and found to be satisfactory.

Contract Bid (Includes Sales Tax):	\$726,789.21
<u>Management Reserve:</u>	<u>\$ 23,210.79</u>
Total:	\$750,000.00

<p><b>RECOMMENDED ACTION:</b> Staff recommends that Council authorize the Mayor to award the contract for the Water Meter Equipment Procurement to Elster AMCO Water, Inc. in the amount of \$726,789.21 including Washington State Sales Tax and approve a management reserve of \$23,210.79 for a total allocation of \$750,000.00.</p>
<p><b>COUNCIL ACTION:</b></p>

Owner: City of Marysville

Project: 2010 Fixed Network Automated Meter Reading (AMR) System Water Meter Equipment Procurement

Date: April 29, 2010

Elster AMCO Water, Inc

Neptune Technology Group

No. ITEM DESCRIPTION	Quantity	Units	Unit Price	Total Amount	Unit Price	Total Amount
Single Port MTU's (No Meter)	100	MTU's	\$111.00	\$11,100.00	\$106.00	\$10,600.00
5/8" x 3/4" Water Meter w/Encoder Register Potted to a Single Port MTU	2750	sets	\$163.50	\$449,625.00	\$163.60	\$449,900.00
3/4" Water Meter w/Encoder Register Potted to Single Port MTU	330	sets	\$187.00	\$61,710.00	\$201.00	\$66,330.00
1 Inch Water Meter w/Encoder Register Potted to Single Port MTU	250	sets	\$199.00	\$49,750.00	\$236.00	\$59,000.00
1 1/2 Inch Water Meter w/Encoder Register Potted to Single Port MTU	130	sets	\$335.00	\$43,550.00	\$336.00	\$43,680.00
2 Inch Water Meter w/Encoder Register Potted to Single Port MTU	125	sets	\$428.00	\$53,500.00	\$436.00	\$54,500.00
Base Bid Subtotal:				\$669,235.00		\$684,010.00
WSST (8.6%)				\$57,554.21		\$58,824.86
<b>Bid Total</b>				 <b>\$726,789.21</b>		<b>\$742,834.86</b>

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: May 10, 2010**

AGENDA ITEM: Resolution - Greenhouse Gas Emission Reduction Policies	AGENDA SECTION: New Business	
PREPARED BY: Cheryl Dungan, Planning Manager – Land Use	APPROVED BY:	
ATTACHMENTS: 1. Draft Resolution 2. RCW 70.235		
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

**DESCRIPTION:**

A growing body of research has indicated that greenhouse gas emissions caused by human activity are changing the global climate in ways that could be detrimental to our future health and well-being. In 2008, the Washington State Legislature created a climate change framework which established state greenhouse emission reduction limits; the legislature also adopted Chapter 70.235 RCW *Limiting greenhouse gas emissions*. This legislation requires overall emissions of greenhouse gases to be reduced to 1990 levels by 2020, and by 2035 to 25 percent below 1990 levels. RCW 70.235.070 also requires state agencies awarding competitive funds to consider whether the entity receiving funds has adopted greenhouse gas reduction policies.

The attached draft resolution contains policies which provide cost effective measures to reduce greenhouse gas emissions within the City of Marysville. These measures include saving taxpayer dollars through energy efficiency, improving air quality and related public health benefits. Because of the implications in receiving competitive funds, staff routed the draft resolution to the Department of Ecology for review. Ecology staff indicated that the policies are in line with the minimum greenhouse gas guidelines and are adequate to allow the City to be eligible for state competitive funding.

It should be noted that the City has implemented or is in the process of implementing all of the policies included in the draft resolution.

RECOMMENDED ACTION: Staff recommends the City Council approve the Resolution <i>Adopting a Strategy to Manage and Reduce Energy and Fuel Consumption and Greenhouse Gas Emissions</i> .
---

COUNCIL ACTION:
-----------------

**CITY OF MARYSVILLE**  
**Marysville, Washington**  
**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF MARYVILLE ADOPTING A STRATEGY  
TO MANAGE AND REDUCE ENERGY AND FUEL CONSUMPTION AND  
GREENHOUSE GAS EMISSIONS**

WHEREAS, the City of Marysville Council exists to promote the welfare of the citizens of Marysville, Washington, and recognizes that escalating fuel consumption and vehicular emissions can be harmful to the health of the people, the economy, and the environment; and

WHEREAS, the City recognizes that by improving the energy efficiency in all its operations and fleet it can have a significant monetary savings in the long term; and

WHEREAS, the City recognizes and supports efforts to reduce waste, reuse material and recycle; and promotes the practice of sustainable building practices using the U.S. Green Building Council's LEED program or similar system; and

WHEREAS, many cities throughout the nation, both large and small, are reducing greenhouse gas pollutants through programs that provide economic and quality of life benefits such as reduced energy bills, green space preservation, air quality improvements, reduced traffic congestion, improved transportation choices, and economic development and job creation through energy conservation and new energy technologies; and

WHEREAS, the City has funded carbon reduction and climate protection measures to improve pedestrian mobility, bicycle routes and public transit access in city transportation corridors, and has adopted a Commute Trip Reduction program; and

WHEREAS, local governments influence a community's emissions by exercising key powers over land use, transportation, construction, waste management, and energy management; and

WHEREAS, a State Environmental Policy Act (SEPA) threshold Determination of Non-significance was issued on April 26, 2010.

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

The City of Marysville hereby declares its intention to adopt the following strategies to manage and reduce energy and fuel consumption and greenhouse gas emissions:

1. Improve online permitting capabilities and availability of online information.
2. Maintain healthy urban forests; promote tree planting to increase shading and to absorb CO<sub>2</sub>; and support the City's participation in the Tree City USA program.
3. Purchase only EPA Energy Star-certified and other high efficiency devices whenever possible, and consolidate duplicative devices to further reduce electricity consumption.
4. Make energy efficiency a priority through retrofitting city facilities with energy efficient lighting; where available use programmable systems to automatically idle electronic equipment; and urge employees to conserve energy and save money.

5. Conserve fossil fuels. Staff should practice efficient driving habits, carpool, avoid idling vehicles for longer than 30 seconds, and use appropriately-sized vehicles. The City should continue to participate in the Commute Trip Reduction (CTR) program.
6. Practice and promote sustainable building practices using the U.S. Green Building Council's LEED program or a similar system.
7. Conserve natural resources. Staff shall reduce paper consumption and plastic bottle use, and recycle all recyclable materials.
8. Promote the use of alternative energy sources where feasible.
9. Monitor and evaluate opportunities to utilize State tools and resources to support the local program and to stay compliant with State environmental and energy laws.
10. Support appropriate Federal and State policies and legislation that will lead to the reduction of greenhouse gas emissions.
11. Such other and further measures as are reasonable, feasible and appropriate in the judgment of the City Council.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of May 2010.

CITY OF MARYSVILLE

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

DENNIS KENDALL, MAYOR

Attest:

By: \_\_\_\_\_  
TRACY JEFFRIES, CITY CLERK

Approved as to form:

By: \_\_\_\_\_  
GRANT K. WEED, CITY ATTORNEY

Chapter 70.235 RCW  
Limiting greenhouse gas emissions

RCW Sections

- 70.235.005 Findings -- Intent.
- 70.235.010 Definitions.
- 70.235.020 Greenhouse gas emissions reductions -- Reporting requirements.
- 70.235.030 Development of a design for a regional multisector market-based system to limit and reduce emissions of greenhouse gas -- Information required to be submitted to the legislature.
- 70.235.040 Consultation with climate impacts group at the University of Washington -- Report to the legislature.
- 70.235.050 Greenhouse gas emission limits for state agencies -- Timeline -- Reports -- Strategy -- Point of accountability employee for energy and climate change initiatives.
- 70.235.060 Emissions calculator for estimating aggregate emissions -- Reports.
- 70.235.070 Distribution of funds for infrastructure and capital development projects -- Prerequisites.
- 70.235.900 Scope of chapter 14, Laws of 2008.
- 70.235.901 Severability -- 2008 c 14.

**70.235.005**

**Findings — Intent.**

(1) The legislature finds that Washington has long been a national and international leader on energy conservation and environmental stewardship, including air quality protection, renewable energy development and generation, emission standards for fossil-fuel based energy generation, energy efficiency programs, natural resource conservation, vehicle emission standards, and the use of biofuels. Washington is also unique among most states in that in addition to its commitment to reduce emissions of greenhouse gases, it has established goals to grow the clean energy sector and reduce the state's expenditures on imported fuels.

(2) The legislature further finds that Washington should continue its leadership on climate change policy by creating accountability for achieving the emission reductions established in RCW 70.235.020, participating in the design of a regional multisector market-based system to help achieve those emission reductions, assessing other market strategies to reduce emissions of greenhouse gases, and ensuring the state has a well trained workforce for our clean energy future.

(3) It is the intent of the legislature that the state will: (a) Limit and reduce emissions of greenhouse gas consistent with the emission reductions established in RCW 70.235.020; (b) minimize the potential to export pollution, jobs, and economic opportunities; and (c) reduce emissions at the lowest cost to Washington's economy, consumers, and businesses.

(4) In the event the state elects to participate in a regional multisector market-based system, it is the intent of the legislature that the system will become effective by January 1, 2012, after authority is provided to the department for its implementation. By acting now, Washington businesses and citizens will have adequate time and opportunities to be well positioned to take advantage of the low-carbon economy and to make necessary investments in low-carbon technology.

(5) It is also the intent of the legislature that the regional multisector market-based system recognize Washington's unique emissions portfolio, including the state's hydroelectric system, the opportunities presented by Washington's abundant forest resources and agriculture land, and the state's leadership in energy efficiency and the actions it has already taken that have reduced its generation of greenhouse gas emissions and that entities receive appropriate credit for early actions to reduce greenhouse gases.

(6) If any revenues that accrue to the state are created by a market system, they must be used to further the state's efforts to achieve the goals established in RCW 70.235.020, address the impacts of global warming on affected habitats, species, and communities, and increase investment in the clean energy economy particularly for communities and workers that have suffered from heavy job losses and chronic unemployment and underemployment.

[2008 c 14 § 1.]

**70.235.010****Definitions.**

\*\*\* CHANGE IN 2010 \*\*\* (SEE 6373-S.SL) \*\*\*

The definitions in this section apply throughout this chapter unless the context clearly requires otherwise.

(1) "Carbon dioxide equivalents" means a metric measure used to compare the emissions from various greenhouse gases based upon their global warming potential.

(2) "Climate advisory team" means the stakeholder group formed in response to executive order 07-02.

(3) "Climate impacts group" means the University of Washington's climate impacts group.

(4) "Department" means the department of ecology.

(5) "Direct emissions" means emissions of greenhouse gases from sources of emissions, including stationary combustion sources, mobile combustion emissions, process emissions, and fugitive emissions.

(6) "Director" means the director of the department.

(7) "Greenhouse gas" and "greenhouse gases" includes carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons, and sulfur hexafluoride.

(8) "Indirect emissions" means emissions of greenhouse gases associated with the purchase of electricity, heating, cooling, or steam.

(9) "Person" means an individual, partnership, franchise holder, association, corporation, a state, a city, a county, or any subdivision or instrumentality of the state.

(10) "Program" means the department's climate change program.

(11) "Total emissions of greenhouse gases" means all direct emissions and all indirect emissions.

(12) "Western climate initiative" means the collaboration of states, Canadian provinces, Mexican states, and tribes to design a multisector market-based mechanism as directed under the western regional climate action initiative signed by the governor on February 22, 2007.

[2008 c 14 § 2.]

**70.235.020****Greenhouse gas emissions reductions — Reporting requirements.**

(1)(a) The state shall limit emissions of greenhouse gases to achieve the following emission reductions for Washington state:

(i) By 2020, reduce overall emissions of greenhouse gases in the state to 1990 levels;

(ii) By 2035, reduce overall emissions of greenhouse gases in the state to twenty-five percent below 1990 levels;

(iii) By 2050, the state will do its part to reach global climate stabilization levels by reducing overall emissions to fifty percent below 1990 levels, or seventy percent below the state's expected emissions that year.

(b) By December 1, 2008, the department shall submit a greenhouse gas reduction plan for review and approval to the legislature, describing those actions necessary to achieve the emission reductions in (a) of this subsection by using existing statutory authority and any additional authority granted by the legislature. Actions taken using existing statutory authority may proceed prior to approval of the greenhouse gas reduction plan.

(c) Except where explicitly stated otherwise, nothing in chapter 14, Laws of 2008 limits any state agency authorities as they existed prior to June 12, 2008.

(d) Consistent with this directive, the department shall take the following actions:

(i) Develop and implement a system for monitoring and reporting emissions of greenhouse gases as required under RCW 70.94.151; and

(ii) Track progress toward meeting the emission reductions established in this subsection, including the results from policies currently in effect that have been previously adopted by the state and policies adopted in the future, and report on that progress.

(2) By December 31st of each even-numbered year beginning in 2010, the department and the \*department of community, trade, and economic development shall report to the governor and the appropriate committees of the senate and house of representatives the total emissions of greenhouse gases for the preceding two years, and totals in each major source sector. The department shall ensure the reporting rules adopted under RCW 70.94.151 allow it to develop a comprehensive inventory of emissions of greenhouse gases from all significant sectors of the Washington economy.

(3) Except for purposes of reporting, emissions of carbon dioxide from industrial combustion of biomass in the form of fuel wood, wood waste, wood by-products, and wood residuals shall not be considered a greenhouse gas as long as the region's silvicultural sequestration capacity is maintained or increased.

[2008 c 14 § 3.]

**Notes:**

**\*Reviser's note:** The "department of community, trade, and economic development" was renamed the "department of commerce" by 2009 c 565.

**70.235.030**

**Development of a design for a regional multisector market-based system to limit and reduce emissions of greenhouse gas — Information required to be submitted to the legislature.**

(1)(a) The director shall develop, in coordination with the western climate initiative, a design for a regional multisector market-based system to limit and reduce emissions of greenhouse gas consistent with the emission reductions established in RCW 70.235.020(1).

(b) By December 1, 2008, the director and the director of the \*department of community, trade, and economic development shall deliver to the legislature specific recommendations for approval and request for authority to implement the preferred design of a regional multisector market-based system in (a) of this subsection. These recommendations must include:

(i) Proposed legislation, necessary funding, and the schedule necessary to implement the preferred design by January 1, 2012;

(ii) Any changes determined necessary to the reporting requirements established under RCW 70.94.151; and

(iii) Actions that the state should take to prevent manipulation of the multisector market-based system designed under this section.

(2) In developing the design for the regional multisector market-based system under subsection (1) of this section, the department shall consult with the affected state agencies, and provide opportunity for public review and comment.

(3) In addition to the information required under subsection (1)(b) of this section, the director and the director of the \*department of community, trade, and economic development shall submit the following to the legislature by December 1, 2008:

(a) Information on progress to date in achieving the requirements of chapter 14, Laws of 2008;

(b) The final recommendations of the climate advisory team, including recommended most promising actions to reduce emissions of greenhouse gases or otherwise respond to climate change. These recommendations must include strategies to reduce the quantity of emissions of greenhouse gases per distance traveled in the transportation sector;

(c) A request for additional resources and statutory authority needed to limit and reduce emissions of greenhouse gas consistent with chapter 14, Laws of 2008 including implementation of the most promising recommendations of the climate advisory team;

(d) Recommendations on how projects funded by the green energy incentive account in RCW 43.325.040 may be used to expand the electrical transmission infrastructure into urban and rural areas of the state for purposes of allowing the recharging

of plug-in hybrid electric vehicles;

(e) Recommendations on how local governments could participate in the multisector market-based system designed under subsection (1) of this section;

(f) Recommendations regarding the circumstances under which generation of electricity or alternative fuel from landfill gas and gas from anaerobic digesters may receive an offset or credit in the regional multisector market-based system or other strategies developed by the department; and

(g) Recommendations developed in consultation with the department of natural resources and the department of agriculture with the climate advisory team, the college of forest resources at the University of Washington, and the Washington State University, and a nonprofit consortium involved in research on renewable industrial materials, regarding how forestry and agricultural lands and practices may participate voluntarily as an offset or other credit program in the regional multisector market-based system. The recommendations must ensure that the baseline for this offset or credit program does not disadvantage this state in relation to another state or states. These recommendations shall address:

- (i) Commercial and other working forests, including accounting for site-class specific forest management practices;
- (ii) Agricultural and forest products, including accounting for substitution of wood for fossil intensive substitutes;
- (iii) Agricultural land and practices;
- (iv) Forest and agricultural lands set aside or managed for conservation as of, or after, June 12, 2008; and
- (v) Reforestation and afforestation projects.

[2008 c 14 § 4.]

**Notes:**

\***Reviser's note:** The "department of community, trade, and economic development" was renamed the "department of commerce" by 2009 c 565.

**70.235.040**

**Consultation with climate impacts group at the University of Washington — Report to the legislature.**

Within eighteen months of the next and each successive global or national assessment of climate change science, the department shall consult with the climate impacts group at the University of Washington regarding the science on human-caused climate change and provide a report to the legislature summarizing that science and make recommendations regarding whether the greenhouse gas emissions reductions required under RCW 70.235.020 need to be updated.

[2008 c 14 § 7.]

**70.235.050**

**Greenhouse gas emission limits for state agencies — Timeline — Reports — Strategy — Point of accountability employee for energy and climate change initiatives.**

(1) All state agencies shall meet the statewide greenhouse gas emission limits established in RCW 70.235.020 to achieve the following, using the estimates and strategy established in subsections (2) and (3) of this section:

- (a) By July 1, 2020, reduce emissions by fifteen percent from 2005 emission levels;
- (b) By 2035, reduce emissions to thirty-six percent below 2005 levels; and
- (c) By 2050, reduce emissions to the greater reduction of fifty-seven and one-half percent below 2005 levels, or seventy percent below the expected state government emissions that year.

(2)(a) By June 30, 2010, all state agencies shall report estimates of emissions for 2005 to the department, including 2009 levels of emissions, and projected emissions through 2035.

(b) State agencies required to report under RCW 70.94.151 must estimate emissions from methodologies recommended by the department and must be based on actual operation of those agencies. Agencies not required to report under RCW 70.94.151 shall derive emissions estimates using an emissions calculator provided by the department.

(3) By June 30, 2011, each state agency shall submit to the department a strategy to meet the requirements in subsection (1) of this section. The strategy must address employee travel activities, teleconferencing alternatives, and include existing and proposed actions, a timeline for reductions, and recommendations for budgetary and other incentives to reduce emissions, especially from employee business travel.

(4) By October 1st of each even-numbered year beginning in 2012, each state agency shall report to the department the actions taken to meet the emission reduction targets under the strategy for the preceding fiscal biennium. The department may authorize the department of general administration to report on behalf of any state agency having fewer than five hundred full-time equivalent employees at any time during the reporting period. The department shall cooperate with the department of general administration and the \*department of community, trade, and economic development to develop consolidated reporting methodologies that incorporate emission reduction actions taken across all or substantially all state agencies.

(5) All state agencies shall cooperate in providing information to the department, the department of general administration, and the \*department of community, trade, and economic development for the purposes of this section.

(6) The governor shall designate a person as the single point of accountability for all energy and climate change initiatives within state agencies. This position must be funded from current full-time equivalent allocations without increasing budgets or staffing levels. If duties must be shifted within an agency, they must be shifted among current full-time equivalent allocations. All agencies, councils, or work groups with energy or climate change initiatives shall coordinate with this designee.

[2009 c 519 § 2.]

**Notes:**

\***Reviser's note:** The "department of community, trade, and economic development" was renamed the "department of commerce" by 2009 c 565.

**Findings -- 2009 c 519:** See RCW 43.21M.900.

### 70.235.060

#### Emissions calculator for estimating aggregate emissions — Reports.

(1) The department shall develop an emissions calculator to assist state agencies in estimating aggregate emissions as well as in estimating the relative emissions from different ways in carrying out activities.

(2) The department may use data such as totals of building space occupied, energy purchases and generation, motor vehicle fuel purchases and total mileage driven, and other reasonable sources of data to make these estimates. The estimates may be derived from a single methodology using these or other factors, except that for the top ten state agencies in occupied building space and vehicle miles driven, the estimates must be based upon the actual and projected operations of those agencies. The estimates may be adjusted, and reasonable estimates derived, when agencies have been created since 1990 or functions reorganized among state agencies since 1990. The estimates may incorporate projected emissions reductions that also affect state agencies under the program authorized in RCW 70.235.020 and other existing policies that will result in emissions reductions.

(3) By December 31st of each even-numbered year beginning in 2010, the department shall report to the governor and to the appropriate committees of the senate and house of representatives the total state agencies' emissions of greenhouse gases for 2005 and the preceding two years and actions taken to meet the emissions reduction targets.

[2009 c 519 § 5.]

**Notes:**

**Findings -- 2009 c 519:** See RCW 43.21M.900.

### 70.235.070

#### Distribution of funds for infrastructure and capital development projects — Prerequisites.

Beginning in 2010, when distributing capital funds through competitive programs for infrastructure and economic development

projects, all state agencies must consider whether the entity receiving the funds has adopted policies to reduce greenhouse gas emissions. Agencies also must consider whether the project is consistent with:

- (1) The state's limits on the emissions of greenhouse gases established in RCW 70.235.020;
- (2) Statewide goals to reduce annual per capita vehicle miles traveled by 2050, in accordance with RCW 47.01.440, except that the agency shall consider whether project locations in rural counties, as defined in RCW 43.160.020, will maximize the reduction of vehicle miles traveled; and
- (3) Applicable federal emissions reduction requirements.

[2009 c 519 § 9.]

**Notes:**

**Findings -- 2009 c 519:** See RCW 43.21M.900.

**70.235.900  
Scope of chapter 14, Laws of 2008.**

Except where explicitly stated otherwise, nothing in chapter 14, Laws of 2008 alters or limits any authorities of the department as they existed prior to June 12, 2008.

[2008 c 14 § 11.]

**70.235.901  
Severability — 2008 c 14.**

If any provision of this act or its application to any person or circumstance is held invalid, the remainder of the act or the application of the provision to other persons or circumstances is not affected.

[2008 c 14 § 12.]

RCW 70.235.070

Distribution of funds for infrastructure and capital development projects — Prerequisites.

Beginning in 2010, when distributing capital funds through competitive programs for infrastructure and economic development projects, all state agencies must consider whether the entity receiving the funds has adopted policies to reduce greenhouse gas emissions. Agencies also must consider whether the project is consistent with:

(1) The state's limits on the emissions of greenhouse gases established in RCW 70.235.020;

(2) Statewide goals to reduce annual per capita vehicle miles traveled by 2050, in accordance with RCW 47.01.440, except that the agency shall consider whether project locations in rural counties, as defined in RCW 43.160.020, will maximize the reduction of vehicle miles traveled; and

(3) Applicable federal emissions reduction requirements.

[2009 c 519 § 9.]

Notes:

**Findings -- 2009 c 519:** See RCW 43.21M.900.

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE:** May 10, 2010

<b>AGENDA ITEM:</b> Marysville Board of Appeals Appointments	<b>AGENDA SECTION:</b>	
<b>PREPARED BY:</b> John Dorcas, Building Official	<b>AGENDA NUMBER:</b>	
<b>ATTACHMENTS:</b> 1. Memo dated April 29, 2010	<b>APPROVED BY:</b>	
	<b>MAYOR</b>	<b>CAO</b>
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>	

Please see the attached memo dated April 29, 2010, outlining the reappointed members terms, and nominations for the board of additional members. The Mayor recommends the following appointments to the Marysville Board of Appeals:

Alan Campbell: Term to expire March 22, 2012  
Darren Peterson: Term to expire March 22, 2013  
Mike Mulligan: Term to expire March 22, 2014  
Terry Earnheart: Term to expire March 22, 2015  
Mark A. Ossewaarde: Reappointed term to expire March 22, 2016

Dan Kiosk: alternate - Term to expire March 22, 2015  
Tim Nordtvedt: alternate - Term to expire March 22, 2015

Building Official John Dorcas, shall be an ex-officio member of the board with no vote on any matter before the board.

<b>RECOMMENDED ACTION:</b> Approval of the above names for the Board of Appeals.
<b>COUNCIL ACTION:</b>



**COMMUNITY DEVELOPMENT DEPARTMENT**  
80 Columbia Avenue ♦ Marysville, WA 98270  
(360) 363-8100 ♦ (360) 651-5099 FAX  
**24-Hour Inspection Recorder 360-363-8204**

April 29, 2010

To: Mayor Kendall  
Gloria Hirashima, Chief Administration Officer / CD Director  
Grant Weed, City Attorney

From: John Dorcas, Building Official

**Re: MARYSVILLE BOARD OF APPEALS MEMBERS  
FIVE BOARD MEMBERS, with 2 alternates:**

- Alan Campbell: building contractor with ten (10) years experience.  
PO BOX 1465, Marysville, WA 98270  
Contact phone: 360-631-6524
- Darren Peterson: building contractor with ten (10) years experience.  
Contact address: 7318 44<sup>th</sup> Ave, Marysville, WA 98270  
Contact phone: 425-754-8063
- Mike Mulligan: building contractor with ten (10) years experience.  
Contact address: 1326 5<sup>th</sup> Street, Suite C1A, Marysville, WA 98270  
Contact phone: 425-359-1051
- Terry Earnheart: electrical contractor with thirty (30) years experience.  
Contact address: 11516 Tulare Way West, Marysville, WA 98271  
Contact phone: 360-654-0879
- Mark A. Ossewaarde: fire protection consultant with ten (10) years experience.  
Contact address: 11410 NE 124<sup>th</sup> Street suite 291, Kirkland, WA 98034  
Contact phone: 425-402-1724
- Dan Kiosk: licensed registered professional engineer with twenty (20) years experience.  
Contact address: 10511 19<sup>th</sup> Ave SE, Everett, WA 98208  
Contact phone: 425-357-9600
- Tim Nordtvedt: building code administrator with twenty (20) years experience.  
Contact address: 10407 29<sup>th</sup> Ave SE, Everett, WA. 98208  
Contact phone: 425-337-7330

All board members have an experienced background in residential and commercial construction trades.