Marysville City Council Meeting

May 9, 2011 **7:00 p.m.** **City Hall**

Call to Order

Invocation/Pledge of Allegiance

Roll Call

Committee Report

Presentations

A. Snohomish County County Red Cross *

B. Boys and Girls Club *

C. Proclamation - National Police Week *

Audience Participation

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

1. Approval of April 25, 2011 City Council Meeting Minutes.

Consent

2. Approval of April 20, 2011 Claims in the Amount of $383,375.08; Paid by Check Number's 69662 through 69800.
3. Approval of April 27, 2011 Claims in the Amount of $277,253.12; Paid by Check Number's 69801 through 69930.
4. Approval of April 20, 2011 Payroll in the Amount of $793,483.37; Paid by Check Number's 24144 through 24178.
6. Authorize the Mayor to Sign the Professional Services Agreement with J.K. Eastbury Salvage Metals and Auto Wrecking (J.K. Eastbury) for Scrap Metal Disposal/Recycling Services Not to Exceed $10,000 Per Year.
7. Authorize the Mayor to Sign the Interlocal Agreement with the Snohomish Regional Drug and Gang Task Force in the Amount of $14,188.00.
8. Authorize the Mayor to Sign the One-Time 36 Month Plat Extension in Accordance with Section 20.12.120 MMC, for the 19 Lot Subdivision, Known as Emberly.
9. Authorize the Mayor to Sign the Installation and Use of Electronic Permit and Project Database Software System between CRW Systems, Inc., and City of Marysville.
10. Acceptance of the Public Safety Lighting Retrofit Project, Starting the 45-Day Lien Filing Period for Project Closeout.
11. Authorize the Mayor to Sign the Local Agency Agreement with WSDOT for the ITS Signal Controller and Communications Upgrade Project.

Consent

17. Authorize the Mayor to Sign the Strawberry Festival Master Permit Renewal with Maryfest.
18. Approval of May 5, 2011 Claims in the Amount of $145,152.19; Paid by Check Number's 69931 through 70055. *
19. Approval of the May 5, 2011 Payroll in the Amount of $1,360,352.74; Paid by Check Number's 24179 through 24244. *

Review Bids

5. Award Bid for the WWTP Backup Generator Project to Intermountain Electric in the Amount of $323,857.15, Including Washington State Sales Tax and Approve a Management Reserve of $11,142.85 for a Total Allocation of $335,000.00.

Public Hearings

New Business

13. A **Resolution** of the Marysville City Council Enacted in Accordance with Provisions of MMC 2.12.030 Adopting A Comprehensive Emergency Management Plan for the City of Marysville, Washington and Repealing Resolution 2131. *
14. An **Ordinance** of the City of Marysville Amending Portions of Ordinances No.1589 and No. 2514 Codified in Marysville Municipal Code Chapter 2.45 Entitled "Jail Facilities" Providing for New Provisions Relating to Custodial Care Standards for the Marysville Jail/Detention Facility; and Providing for Severability. *
15. An **Ordinance** of the City of Marysville Amending the 2011 Budget and Providing for the Increase of Certain Expenditure Items as Budgeted for in Ordinance No. 2839 as Amended. *
16. An **Ordinance** of the City of Marysville Amending Section 3.64.020 (2) Telephone Business to Include Cellular Telephone Service, Amending Section 3.64.020 (3) Correcting a Scrivener's and Adding Additional Language Concerning Cellular Telephones and Adding A New Section 3.64.020 (4) Defining Cellular Telephone Service.

Legal

Mayor's Business

Staff Business

Call on Councilmembers

Marysville City Council Meeting

May 9, 2011 **7:00 p.m.** **City Hall**

Executive Session

A. Litigation

B. Personnel

C. Real Estate

Adjourn

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

***These items have been added or revised from the materials previously distributed in the packets for the May 2, 2011 Work Session.**

City of Marysville
PROCLAMATION

National Police Week, is Proclaimed at the May 9, 2011 City Council Meeting; and

WHEREAS, the Congress and President of the United States have designated May 15 as Peace Officers' Memorial Day, and the week in which May 15 falls as National Police Week; and

WHEREAS, the members of the law enforcement agency of the City of Marysville play an essential role in safeguarding the rights and freedoms of the City of Marysville; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

WHEREAS, the men and women of the law enforcement agency of the City of Marysville unceasingly provide a vital public service;

NOW, THEREFORE, I, Jon Nehring, Mayor of Marysville, on behalf of the City Council do proclaim the week of May 15 – 21, 2011, as

Police Week

I further call upon all citizens of the City of Marysville to observe Sunday, May 15, as Peace Officers' Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

SIGNED by the Mayor of Marysville this 9th day of May 2011

_____
Jon Nehring, Mayor

ATTEST:

_____
April O'Brien, Deputy City Clerk

Call to Order/Pledge of Allegiance/Roll Call	7:00 p.m.
Add a Resolution regarding surplus property at the end of New Business to the agenda.	Approved
Presentations	
Employee Services Awards - Daniel Vinson, Police Officer, Police - 5 Years; Debbie Dreyer, Program Specialist, Police - 25 Years	Presented
Volunteer of the Month for April – Dan Steffen	Presented
Approval of Minutes	
Approval of April 4, 2011, City Council Work Session Minutes.	Approved
Approval of April 11, 2011 City Council Meeting Minutes.	Approved
Consent Agenda	
Approval of April 13, 2011 Claims in the Amount of $470,821.08; Paid by Check Number's 69489 through 69661 with Check Number's 68284 and 69247 Voided.	Approved
New Business	
Authorize the Mayor to Sign the Interlocal Agreement with City of Granite Falls to Provide Outdoor Movie Equipment and Staff for Three Performances in 2011 at a Fee of $350.00 per Performance.	Approved
Authorize the Mayor to sign the Interlocal Agreement with City of Granite Falls to Provide Outdoor Movie Equipment and Staff for Three Performances in 2011 at a Fee of $350.00 per Performance.	Approved
Authorize the Mayor to sign Supplemental Agreement Number 4 to Existing Professional Services Agreement with BergerABAM in the Amount of $42,104.00 for Design Services on the Lakewood Triangle Access and 156th Street Overcrossing.	Approved
Application for Crossfit Marysville, LLC to Conduct a Special Event on Saturday, May 7, 2011 Including the Street Closure of Columbia Avenue, as Requested by the Applicant.	Approved
Adopt an Ordinance of the City of Marysville, Washington, Amending Sections of Marysville Municipal Code Title 14 "Water and Sewers" Chapters 14.03, 14.07, 14.15, 14.18, and 14.32 Relating to and Updating Referenced MMC Sections as a Result of the Adoption of the Uniform Development Code; and Providing for Severability; and Effective Date.	Approved Ord. No. 2857
A Resolution Of The City Of Marysville, Washington, Declaring Real Property Located At 7610 - 47th Avenue N.E., Marysville, WA, To Be Surplus To The Needs Of The City Of Marysville And Authorizing The Sale Or Lease Of Such Property.	Approved Res. No. 2302
Legal	
Adopt an Ordinance of the City of Marysville, Washington Relating to the City's Uniform Development Code (MMC Title 22) and Traffic Impact Fees; Amending MMC 22D.030.070 to Add a New Subsection (4)(d)(v) Relating to Traffic Impact Fee Exemption Refunds and Amending MMC 22A.010.160 Related to Tracking Amendments.	Approved Ord. No. 2858
Authorize the Mayor to Sign the Mutual Agreement Regarding Application of Refund - Costco Wholesale Corporation.	Approved

Mayor's Business	
Staff Business	
Call on Councilmembers	
Adjournment	7:55
Executive Session	8:00
Litigation – 1 potential litigation item – RCW 42.30.110 (1)(i)	
Adjournment	8:15

DRAFT

COUNCIL MINUTES

Regular Meeting
April 25, 2011

Call to Order / Pledge of Allegiance

Mayor Nehring called the meeting to order at 7:00 p.m. and led those present in the Pledge of Allegiance. The invocation was given by Steve Schertzinger of Resurgence Ministries.

Roll Call

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

Mayor:	Jon Nehring
Council:	Lee Phillips, Carmen Rasmussen, Jeff Seibert, John Soriano, Michael Stevens, Jeff Vaughan, and Donna Wright
Absent:	None
Also Present:	Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, City Attorney Grant Weed, Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, Police Chief Rick Smith, Recording Secretary Laurie Hugdahl.

Committee Reports

Councilmember Seibert reported on the April 13 Snohomish County Solid Waste Advisory Committee meeting where the following items were discussed:

- Flow control update. The focus is on keeping garbage going through the system.
- Tire recycling event will be held at the end of April. More information is available on the Snohomish County Solid Waste website.
- Revenue Sharing Agreement presentations by Waste Management and Allied.

Councilmember Seibert also reported on the April 20 Finance Committee Meeting.

- Financial Budget Update. After the State's budget came through it looks like the City will lose about $40,000.
- The committee reviewed the utility shutoff and reconnect policy.
- They are also reviewing the policy for charges for after-hours call out.

- There have been some problems with tampering. This will be discussed more in upcoming information.
- Ordinance for I-Net Budget Amendment follow up. This was approved by Council on 4/11.

Mayor Nehring commented that they need to add a surplus item to the agenda.

Motion made by Councilmember Wright, seconded by Councilmember Seibert, to add a resolution regarding surplus property at the end of New Business. **Motion** passed unanimously (7-0).

Presentations

A. Employee Services Awards

The following employees were recognized for their service to the City:

- Daniel Vinson, Police Officer, Police - 5 Years
- Debbie Dreyer, Program Specialist, Police - 25 Years

B. Volunteer of the Month – Dan Steffen

Dan Steffen was honored by Mayor Nehring as April's Volunteer of the Month. Mr. Steffen has served as a mentor for students at Marysville-Pilchuck High School. NJROTC Commander Brassfield nominated Mr. Steffen for the award. Mr. Steffen has been a volunteer air rifle coach for the NJROTC Air Rifle Team for three years. Mayor Nehring reviewed Mr. Steffen's impressive marksmanship experience which provides the youth with an extremely high level of coaching. Mr. Steffen also serves as president of the Marysville Kiwanis club. Mayor Nehring thanked him for his countless hours of contribution to the community and for investing in the youth who will be the leaders of the future.

Audience Participation

Mayor Nehring solicited public comments. There were none.

Approval of Minutes

1. Approval of April 4, 2011, City Council Work Session Minutes.

Motion made by Councilmember Rasmussen, seconded by Councilmember Vaughan, to approve the minutes of the April 4, 2011, City Council Work Session. **Motion** passed unanimously (7-0).

2. Approval of April 11, 2011 City Council Meeting Minutes.

Motion made by Councilmember Wright, seconded by Councilmember Stevens, to approve the minutes of the April 11, 2011, City Council Work Session. **Motion** passed unanimously (6-0) with Councilmember Rasmussen abstaining.

Consent

3. Approval of April 13, 2011 Claims in the Amount of $470,821.08; Paid by Check Number's 69489 through 69661 with Check Number's 68284 and 69247 Voided.

Motion made by Councilmember Vaughan, seconded by Councilmember Soriano, to approve Consent Agenda item 3. **Motion** passed unanimously (7-0).

New Business

4. Interlocal Agreement with City of Granite Falls to Provide Outdoor Movie Equipment and Staff for Three Performances in 2011 at a Fee of $350.00 per Performance.

Parks and Recreation Director Ballew stated that this is a duplication of last year except the fee. They are charging $50 more per event.

Motion made by Councilmember Rasmussen, seconded by Councilmember Wright, to authorize the Mayor to sign the Interlocal Agreement with the City of Granite Falls to Provide Outdoor Movie Equipment and Staff for Three Performances in 2011 at a Fee of $350.00 per Performance. **Motion** passed unanimously (7-0).

5. Lakewood Triangle Access and 156th Street Overcrossing Project to Purchase Wetland Mitigation Credits from Mitigation Banking Services, LLC in the Amount of $34,475.00.

Director Nielsen explained that this will mitigate for filling in ditches in the 156th Street project.

Motion made by Councilmember Wright, seconded by Councilmember Wright to authorize the Mayor to sign the Buy-Sell Agreement with Mitigation Banking Services, LLC in the Amount of $34,475.00 for Wetland Mitigation Credits. **Motion** passed unanimously (7-0).

6. Supplemental Agreement Number 4 to Existing Professional Services Agreement with BergerABAM in the Amount of $42,104.00 for Design Services on the Lakewood Triangle Access and 156th Street Overcrossing.

Director Nielsen commented that this represents a cost savings of about $300,000 and elimination of a complicated storm system for the 156th overcrossing. It eliminates an infiltration pond, a 36-inch pipe and catch basins that are about 28 feet deep. He credited Kari Chennault for her idea to take it to our pond.

Motion made by Councilmember Seibert, seconded by Councilmember Wright, to authorize the Mayor to sign the Supplemental Agreement Number 4 to Existing Professional Services Agreement with BergerABAM in the Amount of $42,104.00 for Design Services on the Lakewood Triangle Access and 156th Street Overcrossing. **Motion** passed unanimously (7-0).

Councilmember Rasmussen asked to express appreciation to Kari Chennault for her creative thinking and hard work that have saved the City quite a bit of money. Mayor Nehring and Director Nielsen concurred.

7. Application for Crossfit Marysville, LLC to Conduct a Special Event on Saturday, May 7, 2011 Including the Street Closure of Columbia Avenue, as Requested by the Applicant.

Director Ballew explained that this is for the Crossfit Youth Fitness event that will be held downtown.

Motion made by Councilmember Seibert, seconded by Councilmember Soriano, to approve the Application for Crossfit Marysville, LLC to Conduct a Special Event on Saturday, May 7, 2011 Including the Street Closure of Columbia Avenue, as Requested by the Applicant. **Motion** passed unanimously (7-0).

8. An Ordinance of the City of Marysville, Washington, Amending Sections of Marysville Municipal Code Title 14 "Water and Sewers" Chapters 14.03, 14.07, 14.15, 14.18, and 14.32 Relating to and Updating Referenced MMC Sections as a Result of the Adoption of the Uniform Development Code; and Providing for Severability; and Effective Date.

Director Hirashima explained that this was just a change in the numbering.

Motion made by Councilmember Wright, seconded by Councilmember Seibert, to approve Ordinance No. 2857, an Ordinance of the City of Marysville, Washington, Amending Sections of Marysville Municipal Code Title 14 "Water and Sewers" Chapters 14.03, 14.07, 14.15, 14.18, and 14.32 Relating to and Updating Referenced MMC Sections as a Result of the Adoption of the Uniform Development Code; and Providing for Severability; and Effective Date. **Motion** passed unanimously (7-0).

11. A Resolution Of The City Of Marysville, Washington, Declaring Real Property Located At 7610 - 47th Avenue N.E., Marysville, WA, To Be Surplus To The Needs Of The City Of Marysville And Authorizing The Sale Or Lease Of Such Property.

Director Hirashima commented that information related to this will be posted on the City's website this week. They will be looking for surplus offers and will be bringing those back to Council for action. Director Nielsen added that Council will be getting a final study with all the maps.

Motion made by Councilmember Wright, seconded by Councilmember Vaughan, to adopt Resolution No. 2302. **Motion** passed unanimously (7-0).

Legal

9. An Ordinance of the City of Marysville, Washington Relating to the City's Uniform Development Code (MMC Title 22) and Traffic Impact Fees; Amending MMC 22D.030.070 to Add a New Subsection (4)(d)(v) Relating to Traffic Impact Fee Exemption Refunds and Amending MMC 22A.010.160 Related to Tracking Amendments.

Director Hirashima stated that this is actually a correcting ordinance because it was unintentionally repealed. This would allow Costco to use their refund towards their LID payment.

Motion made by Councilmember Seibert, seconded by Councilmember Vaughan, to adopt Ordinance No. 2858, An Ordinance of the City of Marysville, Washington Relating to the City's Uniform Development Code (MMC Title 22) and Traffic Impact Fees; Amending MMC 22D.030.070 to Add a New Subsection (4)(d)(v) Relating to Traffic Impact Fee Exemption Refunds and Amending MMC 22A.010.160 Related to Tracking Amendments. **Motion** passed unanimously (7-0).

10. Authorize the Mayor to Sign the Mutual Agreement Regarding Application of Refund - Costco Wholesale Corporation.

Director Hirashima stated that this is the agreement that coincides with item 9 above.

Motion made by Councilmember Soriano, seconded by Councilmember Seibert, to Authorize the Mayor to Sign the Mutual Agreement Regarding Application of Refund - Costco Wholesale Corporation. **Motion** passed unanimously (7-0).

Mayor's Business

Mayor Nehring:

- Commended and thanked the police department for their banquet a week ago.
- He, CAO Hirashima, and Councilmember Wright attended a Foreign Direct Investment NLC Leadership Academy which involved several Chinese businessmen as well as mayors from China that came over to Seattle for a two-day event. The event provided a lot of case studies from different cities around the United States and showed ways to attract foreign direct investment. It also showed ways to revitalized cities. He found this very helpful. He thanked Councilmember Wright for initiating this by suggesting they apply for the grant to attend.
- He and Chairman Sheldon went to the Everett City Council meeting last week to present them with a joint letter regarding concerns about Cedar Grove and the request for a full Environmental Impact Statement.

- He reported on the recent SERS Board Meeting. The lifecycle of the current system was supposed to go to 2020, but Motorola said they would stop supporting it in 2015. The SERS Board has put together a committee which is looking at how to extend the life back to 2020. They had an extremely lengthy meeting with Motorola about a week ago and have found ways to support it through 2018. There will be another meeting tomorrow afternoon to address some of the other issues.
- The volunteer appreciation event will be held here in Council Chambers this Wednesday from 5:30 to 7 p.m.
- He reviewed a letter from the Historical Society regarding their annual get-together and update for the Council on Monday, May 2 from 5:30 to 6:30.
- Mayor Nehring added that the Marysville City Relay-for-Life team will be having a yard sale.

Staff Business

Jim Ballew:

- The Easter Egg Hunt on Saturday was great. The event was sponsored by Marysville Rotary, Steve Folton State Farm, Hillside Church, Ivar's, and Grandview Village. He recognized the great team of volunteers including: Councilmembers Wright, Stevens, Soriano and Rasmussen and volunteers from every Marysville high school.
- Staff is getting ready for Earth Day this weekend at Jennings Memorial Park from 10 to 2. There will be continuous education seminars, planting, and fisheries information.
- Shred-a-Thon will also be happening on Saturday from 9 to 1 at City Hall.
- The following weekend will be the pancake breakfast and fishing derby.
- The Comprehensive Plan Surveys went out in *The Herald* and are due back May 13.
- He thanked Council for their help over the weekend. Mayor Nehring thanked Parks Department for their work on the Easter Egg Hunt.

Chief Smith:

- He reminded the Council of the Public Safety meeting on Wednesday. Councilmember Soriano asked to move it up to 4:00. There was consensus to move the meeting to 4:00 p.m.
- He thanked everyone for coming to the awards ceremony. He highlighted the Support Staff Person of the Year - Dave Vasconi, Custody Officer of the Year – Brian Gerfin, Supervisor of the Year – Sgt. Jeff Franzen, and Officer of the Year – Dan Vinson. He thanked Mayor Nehring for his excellent comments at the event.

Kevin Nielsen:

- He recommended that they cancel the Public Works Committee for May. There was consensus to cancel it.
- The snow level is down to 2,000 feet which could result in flooding issues.

- Staff is getting ready to go out to bid on 156th.
- They fixed the reed valve that controls the tide coming back to public works.
- The construction crew worked on Saturday to fix a sewer leak in Sunnyside Hills.

Sandy Langdon:

- The utility billing office had the smallest shutoff list they've had in a long time.
- Finance is preparing for the annual audit with the Auditor's Office in a month.
- The insurance pool will also be doing an audit on our records and records requests.

Grant Weed:

- He commented on the continuing issue with panhandling and aggressive begging. He noted he had researched some new initiatives regarding this to bring back to Council at some point in the future.
- Thursday is Law Day. He will be at WSAMA on Thursday and Friday.
- He stated the need for an Executive Session to discuss one item concerning potential litigation with no action required and expected to last 15 minutes.

Gloria Hirashima:

- The National League of Cities event in Seattle was very helpful; they had a lot of good ideas about economic development. She was particularly interested in some of the stories of downtown revitalization of cities. Staff will be bringing some ideas regarding this to Council in a workshop format possibly in June. They will be looking at several potential alternatives relating to traffic safety, overall safety and enforcement, aesthetics, catalyst projects, recreational opportunities, and waterfront access.
- Mike Davis also attended the City of Everett Council meeting and presented 1,300 citizen signatures in the form of petitions to the City of Everett. This was compelling evidence that there is a problem in terms of odor at the Cedar Grove facility.
- City staff and Tulalip Tribes' staff went on a tour together at the Cedar Grove facility where they were able to review Cedar Grove's modified future plans. They are not, at this time, proposing for an overall site expansion. Cedar Grove expects to submit their application in the next week or two.
- Economic Summit materials went out last week to about 600 mailing addresses. This will be held on May 25.

Call on Councilmembers

Carmen Rasmussen:

- Congratulations to Jim Ballew and staff for a great event on Saturday.
- She asked if the establishment of the Economic Development Committee had happened. She expressed interest in serving on this committee.
- She will be looking for a *Happy Law Day* card at Hallmark for City Attorney Weed.

Lee Phillips had no comments.

John Soriano complimented the police awards ceremony and agreed that the Easter Egg Hunt was a great event.

Michael Stevens commented that the police awards ceremony was a great event. He also enjoyed the Easter Egg Hunt. This type of event makes him proud to be a citizen of Marysville.

Jeff Vaughan had no comments.

Donna Wright:

- It was an honor to attend the police awards ceremony.
- It was a delight to attend the Easter Egg Hunt. She had the privilege of handing out prizes.
- National League of Cities Leadership Training was extremely interesting. She reviewed some of the highlights.

Jeff Seibert:

- The police awards ceremony was very good.
- Thanks to Kevin for the letter to the citizen over the water sewer issue.
- The article on 156th Street seemed to be good.
- He announced that the Economic Development Committee will consist of Councilmembers Soriano and Stevens with Councilmembers Seibert and Rasmussen as alternates since they both have some scheduling conflicts.

Mayor Nehring recessed the meeting at 7:55 p.m. for approximately five minutes before reconvening into Executive Session to discuss one potential litigation item expected to last 15 minutes with no action.

Executive Session

A. Litigation – one potential litigation item pursuant to RCW 42.30.110 (1)(i)

B. Personnel

C. Real Estate

Adjournment

Seeing no further business Mayor Nehring adjourned the meeting at 8:15 p.m.

Approved this _____ day of _____, 2011.

_____
Mayor
Jon Nehring

_____
April O'Brien
Deputy City Clerk

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 9, 2011

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 20, 2011** claims in the amount of **$383,375.08** paid by **Check No.'s 69662 through 69800**.
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 **$383,375.08 PAID BY CHECK NO.'S 69662 THROUGH 69800** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

_____

AUDITING OFFICER DATE

_____

MAYOR DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **20TH DAY OF APRIL 2011.**

_____ _____

COUNCIL MEMBER COUNCIL MEMBER

_____ _____

COUNCIL MEMBER COUNCIL MEMBER

_____ _____

COUNCIL MEMBER COUNCIL MEMBER

_____

COUNCIL MEMBER

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 4/14/2011 TO 4/20/2011

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
69662	REVENUE, DEPT OF	SALES & USE TAX-MARCH 2011	CITY CLERK	0.58
	REVENUE, DEPT OF		COMMUNITY DEVELOPMENT-	3.34
	REVENUE, DEPT OF		POLICE ADMINISTRATION	27.55
	REVENUE, DEPT OF		ER&R	113.30
	REVENUE, DEPT OF		CITY STREETS	147.04
	REVENUE, DEPT OF		WATER/SEWER OPERATION	184.52
	REVENUE, DEPT OF		PRO-SHOP	204.47
	REVENUE, DEPT OF		GENERAL FUND	233.87
	REVENUE, DEPT OF		DRUG ENFORCEMENT	596.01
	REVENUE, DEPT OF		GOLF COURSE	3,782.03
	REVENUE, DEPT OF		STORM DRAINAGE	5,310.95
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	13,997.50
	REVENUE, DEPT OF		UTIL ADMIN	43,935.45
69663	ABELL, NANCY	SHIPPING REIMBURSEMENT	EXECUTIVE ADMIN	108.56
69664	ACE ACME SEPTIC SVC	PORTABLE TOILET RENTAL	WATER RESERVOIRS	90.00
69665	ADOPT-A-STREAM FOUND	EARTH DAY EVENT MATERIALS	STORM DRAINAGE	954.09
69666	ALBERTSONS	SUPPLY REIMBURSEMENT	BAXTER CENTER APPRE	55.98
69667	ALBERTSONS	REFRESHMENT REIMBURSEMENT	UTIL ADMIN	56.15
69668	ALTERNATIVE BLASTERS	SAND BLAST & POWDER COAT	STORM DRAINAGE	67.87
	ALTERNATIVE BLASTERS		SEWER MAIN COLLECTION	67.88
69669	AMSAN SEATTLE	DEGREASER	ER&R	60.79
69670	ARLINGTON, CITY OF	ARLINGTON CHRISTIAN SCHOOL-374	SOURCE OF SUPPLY	75.55
69671	AVEY, RALPH	TRAVEL REIMBURSEMENT	UTIL ADMIN	300.75
69672	BANK OF AMERICA	REGISTRATION REIMBURSEMENT	COMMUNITY DEVELOPMENT-	99.00
69673	BANK OF AMERICA	SUPPLY REIMBURSEMENT	GOLF COURSE	-82.56
	BANK OF AMERICA		RECREATION SERVICES	49.00
	BANK OF AMERICA		PERSONNEL ADMINISTRATIO	100.30
	BANK OF AMERICA		GOLF ADMINISTRATION	1,042.56
69674	BANK OF AMERICA	REGISTRATION REIMBURSEMENT	EXECUTIVE ADMIN	270.00
	BANK OF AMERICA		PARK & RECREATION FAC	270.00
	BANK OF AMERICA		PERSONNEL ADMINISTRATIO	270.00
	BANK OF AMERICA		UTIL ADMIN	270.00
	BANK OF AMERICA		POLICE ADMINISTRATION	310.00
69675	BATTERIES PLUS	TELEMETRY BATTERY REPLACEMENTS	UTIL ADMIN	103.63
	BATTERIES PLUS	BATTERY REPLACEMENTS	COMPUTER SERVICES	181.92
69676	BELMARK PROPERTY MNG	GEDDES MARINA MANAGEMENT-03/11	STORM DRAINAGE	2,344.52
69677	BIRD B GONE INC	BIRD SPIKES	WATER/SEWER OPERATION	-13.12
	BIRD B GONE INC		WASTE WATER TREATMENT	165.62
69678	BRYANT, STEVE	TRAVEL REIMBURSEMENT	UTIL ADMIN	323.02
69679	BUELL, JOHN		UTIL ADMIN	362.49
69680	CAMP FIRE USA	INSTRUCTOR SERVICES	RECREATION SERVICES	336.00
69681	CARQUEST	TEE	MAINTENANCE	2.60
	CARQUEST	CORE CHARGE	MAINTENANCE	13.03
	CARQUEST	BATTERY, TEE	MAINTENANCE	56.68
69682	CARRS ACE	HEX BOLTS	ROADWAY MAINTENANCE	3.48
	CARRS ACE	KNEE PAD	WATER QUAL TREATMENT	9.22
	CARRS ACE	LAUNDRY SOAP & LIGHT BULBS	WASTE WATER TREATMENT	9.31
	CARRS ACE	MOSS OUT	SEWER LIFT STATION	16.28
	CARRS ACE	SCOTCH BRITE & PAINT BRUSHES	SEWER LIFT STATION	25.98
	CARRS ACE	MISC. PARTS-PROPANE HOSE	ROADWAY MAINTENANCE	30.44
69683	CARVER, VICKI	INSTRUCTOR SERVICES	RECREATION SERVICES	70.80
	CARVER, VICKI		RECREATION SERVICES	247.80
69684	CEMEX	CLASS B MOD ASPHALT	ROADWAY MAINTENANCE	264.69
	CEMEX	MOD B ASPHALT	ROADWAY MAINTENANCE	354.99
69685	CIT GROUP, THE	SPECIAL ORDER-BLEACHERS	GOLF COURSE	784.04
69686	CLERK OF THE COURT	STIPULATION & ORDER FOR POSSES	GMA - STREET	118,461.92
69687	CONCUT, INC	ASPHALT SAW BLADE	WATER SERVICES	543.88

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 4/14/2011 TO 4/20/2011

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
69688	COOP SUPPLY	RUBBER MAT-NEW SIGN TRUCK	TRANSPORTATION MANAGEM	56.46
	COOP SUPPLY	RUBBER MAT-SIGN TRUCK	TRANSPORTATION MANAGEM	65.15
69689	CROP PRODUCTION SRVC	GREENS FUNGICIDE	MAINTENANCE	329.06
69690	DARROW, DAVID	WTR/SWR CONSERVATION REBATE	UTIL ADMIN	39.99
69691	DB SECURE SHRED	SHREDDING SERVICES	CITY CLERK	7.31
	DB SECURE SHRED		FINANCE-GENL	7.31
	DB SECURE SHRED		UTILITY BILLING	7.32
	DB SECURE SHRED		EXECUTIVE ADMIN	9.56
	DB SECURE SHRED		LEGAL - PROSECUTION	9.57
69692	DEPALMA, ARLINE	INSTRUCTOR SERVICES	COMMUNITY CENTER	313.50
69693	DEWITT, VICKIE		RECREATION SERVICES	54.00
69694	DUTTON ELECTRIC	SERVICE CALL-DIGITAL SIGN	PARK & RECREATION FAC	195.48
69695	E&E LUMBER	FLUSH LEVER	PUBLIC SAFETY FAC-GENL	4.12
	E&E LUMBER	BUNDGEE CORD & UTILITY BAR	BUILDING MAINTENANCE	16.50
	E&E LUMBER	THERMOSTAT HOT WATER	ADMIN FACILITIES	19.54
	E&E LUMBER	5/8" GROUND ROD & CLAMP	PARK & RECREATION FAC	20.07
	E&E LUMBER	PARTS FOR PROPANE FILLING	ROADWAY MAINTENANCE	35.83
	E&E LUMBER	SPIKES, SEALANT, BOLT, ETC	MAINTENANCE	49.96
	E&E LUMBER	BUNDGEE CORD & UTILITY BAR	ADMIN FACILITIES	75.61
69696	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	20.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	160.00
69697	EVERGREEN SAFETY COU	REGISTRATION-BACKSTROM	EXECUTIVE ADMIN	65.00
	EVERGREEN SAFETY COU	REGISTRATION-DAGGETT	EXECUTIVE ADMIN	65.00
69698	EVERGREEN SECURITY	FIRE/SECURITY MONITORING	COURT FACILITIES	117.00
	EVERGREEN SECURITY	CAMERA REPLACMENT-COURT	COURT FACILITIES	412.68
69699	FCS GROUP	PROFESSIONAL SERVICES	WATER CAPITAL PROJECTS	9,917.75
69700	FERRELLGAS	TANK RENTAL	ROADWAY MAINTENANCE	21.44
	FERRELLGAS		SOLID WASTE OPERATIONS	21.45
	FERRELLGAS		WATER SERVICE INSTALL	21.45
	FERRELLGAS		TRAFFIC CONTROL DEVICES	21.45
69701	FINLEY, JOSEPH	MILEAGE REIMBURSEMENT	COMPUTER SERVICES	12.92
69702	GANDIA, ROGEL	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
69703	GARNER, KEASHIA		GENERAL FUND	100.00
69704	GOLDIZEN, JOE & CATH	UB 830010000000 7006 57TH DR N	WATER/SEWER OPERATION	158.77
69705	GOVCONNECTION INC	UPS REPLACEMENT-STILLY PLANT	WATER FILTRATION PLANT	544.09
69706	GRANITE CONST CO	CLASS B ASPHALT	ROADWAY MAINTENANCE	302.15
69707	GREENSHIELDS	QUICK DISCONNECT	EQUIPMENT RENTAL	26.56
	GREENSHIELDS	MISC. ITEMS FOR SIGN TRUCK	TRANSPORTATION MANAGEM	236.18
69708	GREG RAIRDONS DODGE	TOW PACKAGE MIRROR KIT	EQUIPMENT RENTAL	264.01
	GREG RAIRDONS DODGE	FUEL PUMP ASSEMBLY	EQUIPMENT RENTAL	364.09
69709	GUY, KRISTIE	WELLNESS SUPPLY REIMBURSEMENT	PERSONNEL ADMINISTRATIO	72.76
69710	HARBOR FREIGHT TOOLS	TOOLS .	WATER DIST MAINS	97.18
69711	HARRINGTON INDUST.	MISC. ITEMS-ED SPRINGS	PUMPING PLANT	66.11
69712	HARVEY, MICHELLE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
69713	HAYES, JIM	MEAL REIMBURSEMENT	TRAINING	11.98
69714	HD FOWLER COMPANY	2" BALL VALVE	WASTE WATER TREATMENT	19.49
	HD FOWLER COMPANY	8 1/8" RUBBER GASKETS	PUMPING PLANT	46.40
	HD FOWLER COMPANY	MISC. BOLT KITS & GASKETS	WATER SERVICE INSTALL	52.47
	HD FOWLER COMPANY	2" BALL VALVE	WASTE WATER TREATMENT	58.45
	HD FOWLER COMPANY	PARTS FOR IRRIGATION PROJECT	PARK & RECREATION FAC	116.73
	HD FOWLER COMPANY	8" FLANGE COUPLING ADAPTER	PUMPING PLANT	309.76
69715	HILINE	WASHERS	UTIL ADMIN	50.23
69716	HIMALAYA HOMES-RENTA	UB 241590290000 10531 56TH DR	WATER/SEWER OPERATION	5.56

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 4/14/2011 TO 4/20/2011

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
69717	HIMALAYA HOMES-RENTA	UB 245611000000 5611 105TH PL	WATER/SEWER OPERATION	68.20
69718	HOMESTREET BANK	UB 983829000000 3829 68TH DR N	WATER/SEWER OPERATION	138.94
69719	HOUSE OF UPHOLSTERY	RECOVER DRIVERS SEAT-#P105	EQUIPMENT RENTAL	403.99
69720	INSTITUTE OF BUSINES	SUBSCRIPTION-SAFETY ALERT	UTIL ADMIN	117.00
69721	JET PLUMBING	HOT WATER TANK REPAIR-CITY HAL	ADMIN FACILITIES	194.72
69722	JOHN DEERE CORP	FINAL LEASE PAYMENT	PARK & RECREATION FAC	12,380.64
69723	KEENE, THOMAS	UB 080143000008 9507 53RD AVE	WATER/SEWER OPERATION	137.14
69724	KELLER SUPPLY COMPAN	GLUG DRAIN OPENER	COURT FACILITIES	27.44
69725	KINNEY, HEATHER	MEAL REIMBURSEMENT	TRAINING	14.06
69726	KINNEY, PAUL		UTIL ADMIN	13.06
	KINNEY, PAUL	MEAL REIMBURSEMENT PER CONTRAC	STORM DRAINAGE	42.84
69727	KUKER-RANKEN	BATTERY CHARGER	ENGR-GENL	98.55
69728	LABOR & INDUSTRIES	L & I 1ST QTR 2011	MUNICIPAL COURTS	0.66
	LABOR & INDUSTRIES		FINANCE-GENL	10.63
	LABOR & INDUSTRIES		RECREATION SERVICES	17.17
	LABOR & INDUSTRIES		MUNICIPAL COURTS	60.79
	LABOR & INDUSTRIES		COMMUNITY CENTER	163.68
	LABOR & INDUSTRIES		POLICE PATROL	373.38
69729	LAKE INDUSTRIES	84 YARDS FILL	WATER/SEWER OPERATION	-28.90
	LAKE INDUSTRIES	PIT RUN	SEWER MAIN COLLECTION	199.82
	LAKE INDUSTRIES	84 YARDS FILL	STORM DRAINAGE	364.90
	LAKE INDUSTRIES	PITRUN	SEWER MAIN COLLECTION	384.82
	LAKE INDUSTRIES	PIT RUN-130.92 TONS	SEWER MAIN COLLECTION	710.91
69730	LAMBERT, DANA	CONFERENCE REIMBURSEMENT	UTIL ADMIN	300.75
69731	LICENSING, DEPT OF	BROWN, LESTER (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	CAMPO, KYLE (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	EKLE, THAD (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	JOHNSON, BRAD (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	LONEY, ANGELA (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	SMITH, WESLEY (RENEWAL)	GENERAL FUND	18.00
69732	LICENSING, DEPT OF	NEW VEHICLE LICENSING FEES	EQUIPMENT RENTAL	730.50
69733	LOWES HIW INC	MISC. ITEMS-ED SPRINGS	PUMPING PLANT	20.00
	LOWES HIW INC	(2) 40-PIECE SOCKET SETS	BUILDING MAINTENANCE	125.10
69734	MARYSVILLE PRINTING	2011 EASTER EGG HUNT FLYERS	RECREATION SERVICES	16.72
	MARYSVILLE PRINTING	MAILING LABELS	ENGR-GENL	39.09
	MARYSVILLE PRINTING		UTIL ADMIN	39.10
	MARYSVILLE PRINTING	WHITE ENVELOPES	COMMUNITY DEVELOPMENT-	59.77
	MARYSVILLE PRINTING	2011 EASTER EGG HUNT FLYERS	RECREATION SERVICES	127.50
69735	MARYSVILLE SCHOOL	FACILITY USAGE-CASCADE	RECREATION SERVICES	47.25
	MARYSVILLE SCHOOL	FACILITY USAGE-PINEWOOD	RECREATION SERVICES	84.00
	MARYSVILLE SCHOOL	FACILITY USAGE-SUNNYSIDE	RECREATION SERVICES	84.00
	MARYSVILLE SCHOOL	FACILITY USAGE-LIBERTY	RECREATION SERVICES	89.25
	MARYSVILLE SCHOOL		RECREATION SERVICES	105.25
	MARYSVILLE SCHOOL	FACILITY USAGE-MARSHALL	RECREATION SERVICES	144.00
	MARYSVILLE SCHOOL	FACILITY USAGE-KELLOGG MARSH	RECREATION SERVICES	152.25
	MARYSVILLE SCHOOL	FACILITY USAGE-CEDARCREST	RECREATION SERVICES	218.00
	MARYSVILLE SCHOOL	FACILITY USAGE-SHOULTES	RECREATION SERVICES	267.75
	MARYSVILLE SCHOOL	FACILITY USAGE-MMS	RECREATION SERVICES	312.39
	MARYSVILLE SCHOOL	FACILITY USAGE-GROVE	RECREATION SERVICES	393.75
	MARYSVILLE SCHOOL	FACILITY USAGE-TOTEM	RECREATION SERVICES	719.54
	MARYSVILLE SCHOOL	FACILITY USAGE-QUIL CEDA	RECREATION SERVICES	1,265.50
	MARYSVILLE SCHOOL	FACILITY USAGE-MMS	RECREATION SERVICES	1,292.25
	MARYSVILLE SCHOOL	FACILITY USAGE-CEDARCREST	RECREATION SERVICES	1,315.17
	MARYSVILLE SCHOOL	FACILITY USAGE-ALLEN CREEK	RECREATION SERVICES	1,580.17
69736	MARYSVILLE, CITY OF	WTR 6302 152ND ST NE IRR	PARK & RECREATION FAC	35.59
	MARYSVILLE, CITY OF	STORMWATER-17906 43RD AVE NE	WATER FILTRATION PLANT	38.00
69737	MCCONNELL & ASSOC	HEARING EXAMINER SERVICES	COMMUNITY DEVELOPMENT-	708.35

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 4/14/2011 TO 4/20/2011

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
69738	MCMASTER-CARR	VINYLE HOLE PLUGS	WATER/SEWER OPERATION	-0.78
	MCMASTER-CARR		WASTE WATER TREATMENT	9.88
69739	MESSARINA, WENDY	INSTRUCTOR SERVICES	RECREATION SERVICES	108.00
	MESSARINA, WENDY		RECREATION SERVICES	108.00
69740	MULLIGAN, CAROL	MILEAGE REIMBURSEMENT	COMMUNITY DEVELOPMENT-	9.60
69741	MWH AMERICAS, INC.	PROFESSIONAL SERVICES	WATER CAPITAL PROJECTS	1,631.83
69742	NATIONAL SAFETY INC	MISC. GLOVES & VESTS	ER&R	191.57
69743	NEWMAN, ANTHONY	TRAVEL REIMBURSEMENT	TRAINING	333.45
69744	NORTH COAST ELECTRIC	T-HANDLE SET	BUILDING MAINTENANCE	37.11
69745	NORTH COUNTY OUTLOOK	KBCC ADVERTISING	COMMUNITY CENTER	43.40
69746	OFFICE DEPOT	OFFICE SUPPLIES	COMMUNITY DEVELOPMENT-	-16.12
	OFFICE DEPOT		UTIL ADMIN	2.16
	OFFICE DEPOT		ENGR-GENL	2.17
	OFFICE DEPOT		BUILDING MAINTENANCE	2.41
	OFFICE DEPOT		EQUIPMENT RENTAL	2.41
	OFFICE DEPOT		EXECUTIVE ADMIN	42.21
	OFFICE DEPOT		UTIL ADMIN	44.39
	OFFICE DEPOT		ENGR-GENL	51.14
	OFFICE DEPOT		EXECUTIVE ADMIN	69.83
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	98.93
69747	OSBORN, JASON	MEAL REIMBURSEMENT	TRAINING	11.98
69748	PACIFIC NW TITLE	ALTA STANDARD OWNERS POLICY	GMA - STREET	652.20
69749	PACIFIC POWER PROD.	SPRAYER HOSES	MAINTENANCE	13.47
	PACIFIC POWER PROD.	HOSES,NOZZLES, CLAMS	MAINTENANCE	71.83
	PACIFIC POWER PROD.	EQUIPMENT RENTAL	MAINTENANCE	434.40
69750	PALITZ, JUSTIN	MEAL REIMBURSEMENT	TRAINING	11.45
69751	PALM, JOEL	TRAVEL REIMBURSEMENT	UTIL ADMIN	327.72
69752	PART WORKS INC, THE	VALVE	PARK & RECREATION FAC	118.36
69753	PARTS STORE, THE	FITTINGS	EQUIPMENT RENTAL	1.72
	PARTS STORE, THE	FUEL FILTERS	ER&R	22.43
	PARTS STORE, THE	BRAKE FLUID	EQUIPMENT RENTAL	37.87
	PARTS STORE, THE	FUEL PUMP	MAINTENANCE	49.96
	PARTS STORE, THE	MISC. FILTERS & HEADLIGHT BULB	ER&R	125.82
	PARTS STORE, THE	FILTERS,LAMPS & CAR WASH	ER&R	267.35
69754	PEACE OF MIND	MINUTE TAKING SERVICE	CITY CLERK	114.70
	PEACE OF MIND		CITY CLERK	130.20
69755	PNWS-AWWA	REGISTRATION-GESSNER, KEVIN	UTIL ADMIN	180.00
	PNWS-AWWA	REGISTRATION-GESSNER, KRISTA	UTIL ADMIN	180.00
	PNWS-AWWA	REGISTRATION-KING, TIM	UTIL ADMIN	180.00
	PNWS-AWWA	REGISTRATION-STROPE	UTIL ADMIN	180.00
69756	POLLARDWATER.COM	CYLINDER VALVE ASSEMBLY	WATER SERVICES	341.42
69757	PORTLAND PRECISION I	ONE WEEK GPS RENTAL	SEWER CAPITAL PROJECTS	930.75
69758	PUD	ACCT #2027-4261-5	MAINTENANCE	28.82
	PUD	ACCT #2022-9424-5	SEWER LIFT STATION	90.81
	PUD	ACCT #2006-6043-9	STREET LIGHTING	150.55
	PUD	ACCT #2019-0963-7	SEWER LIFT STATION	265.58
	PUD	ACCT #2032-9121-6	GENERAL SERVICES - OVERH	314.37
	PUD	ACCT #2030-0599-6	TRANSPORTATION MANAGEM	494.16
69759	PUGET SOUND ENERGY	ACCT #616-190-400-5	COMMUNITY CENTER	85.70
	PUGET SOUND ENERGY	ACCT #433-744-264-6	PRO-SHOP	91.48
	PUGET SOUND ENERGY	ACCT #922-456-500-3	MAINT OF GENL PLANT	118.06
	PUGET SOUND ENERGY	ACCT #856-208-715-8	NON-DEPARTMENTAL	183.94
	PUGET SOUND ENERGY	ACCT #433-744-084-8 DELTA BLDG	NON-DEPARTMENTAL	255.95
	PUGET SOUND ENERGY	ACCT #435-851-700-3	MAINT OF GENL PLANT	401.61
	PUGET SOUND ENERGY	ACCT #549-775-008-2 CITY HALL	ADMIN FACILITIES	461.24
	PUGET SOUND ENERGY	ACCT #835-819-211-3	COURT FACILITIES	511.88
	PUGET SOUND ENERGY	ACCT. # 549-775-373-0	MAINT OF GENL PLANT	699.80

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 4/14/2011 TO 4/20/2011

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
69759	PUGET SOUND ENERGY	ACCT #753-901-800-7	PUBLIC SAFETY FAC-GENL	1,180.26
69760	R&R PRODUCTS INC	CUTTER ROD	MAINTENANCE	21.83
	R&R PRODUCTS INC	CUP HOLE CUTTER	MAINTENANCE	157.67
69761	RECREATION & PARK	WRPA MEMBERSHIPS	PARK & RECREATION FAC	740.00
69762	REVENUE, DEPT OF	1ST QTR LEASEHOLD TAX 2011	WATER SERVICES	23.91
	REVENUE, DEPT OF		GOLF COURSE	302.37
	REVENUE, DEPT OF		GENERAL FUND	818.55
	REVENUE, DEPT OF		WATER SERVICES	4,577.34
69763	REX'S RENTALS, SALES	PARTS FOR #599	EQUIPMENT RENTAL	107.95
69764	RH2 ENGINEERING INC	PROFESSIONAL SERVICES	UTIL ADMIN	7,981.75
69765	ROY ROBINSON	HEATER FAN & MOTOR	EQUIPMENT RENTAL	242.48
69766	SAFEWAY INC.	MEETING SUPPLY REIMBURSEMENT	EXECUTIVE ADMIN	21.01
69767	SCHALO, JOEL	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
69768	SEDGWICK CLAIMS MNGM	2011 AWC SERVICE FEE	PERSONNEL ADMINISTRATIO	33,061.73
69769	SENIOR HEALTH INS	2011 INSURANCE PREMIUM	POLICE ADMINISTRATION	2,469.17
69770	SMOKEY POINT CONCRET	6.95 TONS BROKEN CONCRETE	STORM DRAINAGE	60.00
69771	SNAP-ON INCORPORATED	TOOLS	STORM DRAINAGE	13.98
	SNAP-ON INCORPORATED		SEWER MAIN COLLECTION	13.99
	SNAP-ON INCORPORATED		STORM DRAINAGE	35.19
	SNAP-ON INCORPORATED		SEWER MAIN COLLECTION	35.19
69772	SNO CO FLEET MANAGEM	2007 FORD CROWN VICTORIA	EQUIPMENT RENTAL	8,000.00
69773	SNO CO PUBLIC WORKS	UB 680680000003 5029 100TH ST	WATER/SEWER OPERATION	80.00
69774	SNO CO TREASURER	HUISH PROPERTY	GMA - STREET	46,438.08
69775	SOLID WASTE SYSTEMS	ARM LIFT CYLINDER	EQUIPMENT RENTAL	2,219.13
	SOLID WASTE SYSTEMS	TUCK-AWAY CART TIPPER	SOLID WASTE OPERATIONS	3,804.26
69776	SONITROL	SECURITY SERVICE-APRIL 2011	PUBLIC SAFETY FAC-GENL	93.00
	SONITROL		PARK & RECREATION FAC	122.00
	SONITROL		COMMUNITY CENTER	132.00
	SONITROL		WASTE WATER TREATMENT	232.33
	SONITROL		WATER FILTRATION PLANT	232.33
	SONITROL		ADMIN FACILITIES	308.00
	SONITROL		UTIL ADMIN	391.00
69777	SOUND PUBLISHING	LEGAL ADS	PARK & RECREATION FAC	-40.41
	SOUND PUBLISHING		COMPUTER SERVICES	40.41
	SOUND PUBLISHING		CITY CLERK	56.57
69778	SOUND PUBLISHING		GMA-PARKS	115.86
69779	SOUND SAFETY	JEANS-HAYES	GENERAL SERVICES - OVERH	31.66
	SOUND SAFETY	JEANS-STROPE	UTIL ADMIN	112.44
	SOUND SAFETY	LATEX GLOVES	ER&R	232.41
	SOUND SAFETY	EAR MUFFS, RESPIRATORS & HARD	ER&R	242.36
69780	SOUTHARD, ROBERT & V	UB 983505000000 3521 68TH DR N	WATER/SEWER OPERATION	401.85
69781	STATE PATROL	BACKGROUND CHECKS-MARCH 2011	PERSONNEL ADMINISTRATIO	330.00
69782	STILLWELL, ROY	REFUND	PARKS-RECREATION	30.00
69783	STOREY, ADAM	RENTAL REFUND	PARKS-RECREATION	40.00
	STOREY, ADAM		GENERAL FUND	100.00
69784	STRAWBERRY LANES	INSTRUCTOR SERVICES	RECREATION SERVICES	171.50
69785	TATE, HENRI	REFUND BUSINESS LICENSE	GENL FUND BUS LIC & PERMI	50.00
69786	TEXTRON FINANCIAL	E-Z GO CART LEASE	MAINTENANCE	435.00
69787	THYSSENKRUPP ELEVATO	PREVENTATIVE MAINTENANCE-CITY	ADMIN FACILITIES	182.85
	THYSSENKRUPP ELEVATO	PREVENTATIVE MAINTENANCE-PSB	PUBLIC SAFETY FAC-GENL	182.85
69788	TIMEMARK INCORPORATE	COUNTERS	GMA - STREET	3,350.85
69789	TRAFFIC SAFETY SUPPL	2" SIGN CAPS	TRANSPORTATION MANAGEM	19.89
69790	UNITED PARCEL SERVIC	SHIPPING EXPENSE	SEWER LIFT STATION	16.76
	UNITED PARCEL SERVIC		WASTE WATER TREATMENT	19.64
69791	UNITED PIPE & SUPPLY	PARTS FOR IRRGATION RETURNED	PARK & RECREATION FAC	-160.37
	UNITED PIPE & SUPPLY	PARTS FOR IRRIGATION	PARK & RECREATION FAC	372.49
	UNITED PIPE & SUPPLY	RB PED & RB CABINET	PARK & RECREATION FAC	397.21

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 4/14/2011 TO 4/20/2011

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
69791	UNITED PIPE & SUPPLY	3" & 4" METERS	WATER SERVICES	7,191.16
69792	USSSA WASHINGTON STA	TEAM REGISTRATION FEES	RECREATION SERVICES	1,015.00
69793	VERIZON/FRONTIER	ACCT #404449227007	PERSONNEL ADMINISTRATIO	56.60
	VERIZON/FRONTIER	ACCT #103957234007	WASTE WATER TREATMENT	65.04
	VERIZON/FRONTIER	ACCT #1109792481505	UTIL ADMIN	74.92
	VERIZON/FRONTIER	ACCT #102746380105	COMMUNICATION CENTER	96.21
	VERIZON/FRONTIER	ACCT #404449227007	MUNICIPAL COURTS	212.94
	VERIZON/FRONTIER	ACCT #106241644206	CENTRAL SERVICES	653.39
69794	VERIZON/FRONTIER	ACCT # 971967546-00001	TRIBAL GAMING-GENL	-50.46
	VERIZON/FRONTIER		LEGAL-GENL	55.49
	VERIZON/FRONTIER		ENGR-GENL	70.69
	VERIZON/FRONTIER		MUNICIPAL COURTS	70.69
	VERIZON/FRONTIER		FINANCE-GENL	70.69
	VERIZON/FRONTIER		POLICE ADMINISTRATION	70.69
	VERIZON/FRONTIER		PERSONNEL ADMINISTRATIO	70.69
	VERIZON/FRONTIER		COMPUTER SERVICES	81.39
	VERIZON/FRONTIER		EXECUTIVE ADMIN	141.38
	VERIZON/FRONTIER		LEGAL - PROSECUTION	141.38
	VERIZON/FRONTIER		UTIL ADMIN	237.11
	VERIZON/FRONTIER		TRIBAL GAMING-GENL	276.30
69795	WA URISA	REGISTRATION-DOOP,HUDSON	UTIL ADMIN	195.00
69796	WASHINGTON STATE DEP	CO-OP MEMBERSHIP-2ND QTR 2011	PURCHASING/CENTRAL STOI	750.00
69797	WAXIE SANITARY SUPPL	JANITORIAL SUPPLIES	MAINTENANCE	98.62
69798	WHITE CAP CONSTRUCT	NYLON CONCRETE FINISH	CITY STREETS	-4.91
	WHITE CAP CONSTRUCT		SIDEWALKS MAINTENANCE	61.95
69799	WOGE, CHESTER	USED BALLS	GOLF COURSE	90.00
69800	WWGCSA	SEMINAR-HARPRING & THORSON	MAINTENANCE	225.00

WARRANT TOTAL: **383,375.08**

REASON FOR VOIDS:

INITIATOR ERROR
WRONG VENDOR
CHECK LOST IN MAIL
UNCLAIMED PROPERTY

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 9, 2011

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 27, 2011** claims in the amount of **$277,253.12** paid by **Check No.'s 69801 through 69930**.
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 **$277,253.12 PAID BY CHECK NO.'S 69801 THROUGH 69930** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

_____

AUDITING OFFICER DATE

_____

MAYOR DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **27TH DAY OF APRIL 2011.**

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COUNCIL MEMBER COUNCIL MEMBER

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COUNCIL MEMBER

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 4/21/2011 TO 4/27/2011

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
69801	AFTS	REMITTANCE PROCESSING-03/11	UTILITY BILLING	1,084.69
	AFTS	WEB PAYMENT SERVICES-03/11	UTILITY BILLING	1,132.50
	AFTS	BILL PRINTING SERVICES-03/11	UTILITY BILLING	9,275.52
69802	ALPINE PRODUCTS INC	WHITE TRAFFIC PAINT	TRAFFIC CONTROL DEVICES	2,345.76
69803	AMERICAN SOCCER COMP	SPRING SOCCER SUPPLIES	RECREATION SERVICES	399.75
69804	AMSAN SEATTLE	JANITORIAL SUPPLIES-PW SHOP	MAINT OF GENL PLANT	54.62
	AMSAN SEATTLE	DEGREASER	ER&R	243.18
69805	ARAMARK UNIFORM	UNIFORM CLEANING	EQUIPMENT RENTAL	28.86
69806	ARLINGTON, CITY OF	1ST QTR SURFACE WATER REV.BILL	WATER/SEWER OPERATION	14,727.53
69807	ARMOR HOLDINGS FOREN	FINGERPRINT LIFTING SUPPLIES	POLICE INVESTIGATION	136.53
69808	ASSOCIATED BAG	FINGERPRINT WIPES	OFFICE OPERATIONS	211.22
69809	AUTO ADDITIONS, INC.	WIRELESS TRAFFIC ADVISOR	STORM DRAINAGE	1,553.24
	AUTO ADDITIONS, INC.		SEWER MAIN COLLECTION	1,553.24
69810	BICKFORD FORD	FRONT BRAKE PAD & REAR ROTOR S	ER&R	325.69
69811	BRANTNER, DEBBIE	CLASS REFUND	PARKS-RECREATION	35.00
69812	BRIM TRACTOR	INCOMING FREIGHT	EQUIPMENT RENTAL	19.49
	BRIM TRACTOR	OIL FILTERS	ER&R	134.88
	BRIM TRACTOR	UPPER WINDSHIELD	EQUIPMENT RENTAL	349.24
69813	BRINKS INC	ARMORED TRUCK SERVICE-04/11	GOLF ADMINISTRATION	100.80
	BRINKS INC		COMMUNITY DEVELOPMENT-	175.37
	BRINKS INC		UTIL ADMIN	175.37
	BRINKS INC		POLICE ADMINISTRATION	321.30
	BRINKS INC		UTILITY BILLING	321.30
	BRINKS INC		MUNICIPAL COURTS	321.30
69814	BROOKINGS, DEBORAH	TRAINING-DISCIPLINE & DISCHARG	EXECUTIVE ADMIN	1,000.00
69815	BUILDERS EXCHANGE	PUBLISH PROJECTS ONLINE	SEWER CAPITAL PROJECTS	58.50
69816	BURGESS,MARYKE	AMISH FIREPLACE	BAXTER CENTER APPRE	386.00
69817	CALDERON, CAPRESE	REFUND	PARKS-RECREATION	60.00
69818	CAMPBELL, TONY	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
69819	CAPTAIN DIZZYS EXXON	CAR WASH	UTIL ADMIN	4.50
	CAPTAIN DIZZYS EXXON	CAR WASHES	POLICE PATROL	207.00
69820	CARRS ACE	PLUMBING SUPPLIES	PUMPING PLANT	19.83
	CARRS ACE		PUMPING PLANT	86.18
	CARRS ACE		PUMPING PLANT	140.57
	CARRS ACE	ROADSIDE CLEAN UP	STREET CLEANING	260.51
69821	CASCADE NATURAL GAS	NATURAL GAS SERVICE-STILLY	WATER FILTRATION PLANT	2,134.88
69822	CEMEX	MOD B ASPHALT	WATER CAPITAL PROJECTS	351.55
69823	CHAMBER OF COMMERCE	MEMBERSHIP LUNCHEON-APRIL	EXECUTIVE ADMIN	15.00
69824	CODE 4 PUBLIC SAFETY	TRAINING-BURTIS	TRIBAL GAMING-GENL	109.00
69825	COMCAST	MONTHLY BROADBAND CHARGE	COMPUTER SERVICES	209.90
69826	CONSOLIDATED PRESS	SPRING/SUMMER 2011 ACTIVITIES	EXECUTIVE ADMIN	1,958.99
	CONSOLIDATED PRESS		RECREATION SERVICES	4,068.63
69827	COOP SUPPLY	SUPPLIES	TRANSPORTATION MANAGEM	111.84
69828	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	1,331.00
	CORRECTIONS, DEPT OF		DETENTION & CORRECTION	1,333.90
69829	CUES	RENEWAL OF SUPPORT PLAN	WATER/SEWER OPERATION	-154.80
	CUES		STORM DRAINAGE	1,954.80
69830	DAILY JOURNAL OF COM	LEGAL ADS	SEWER CAPITAL PROJECTS	158.00
	DAILY JOURNAL OF COM		SEWER CAPITAL PROJECTS	166.00
69831	DB SECURE SHRED	SHREDDING SERVICES	POLICE ADMINISTRATION	32.29
	DB SECURE SHRED		POLICE INVESTIGATION	32.29
	DB SECURE SHRED		POLICE PATROL	32.29
	DB SECURE SHRED		DETENTION & CORRECTION	32.29
	DB SECURE SHRED		OFFICE OPERATIONS	32.31
69832	DELL	TELEMETRY REDUNDANT ALARM	WATER FILTRATION PLANT	1,427.00
69833	DIAMOND B CONSTRUCT	HVAC REPAIR	MAINT OF GENL PLANT	289.71
	DIAMOND B CONSTRUCT	SERVICE CALL	UTIL ADMIN	430.36

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 4/21/2011 TO 4/27/2011

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
69834	DICKS TOWING	TOWING EXPENSE MP 11-2031	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE MP 11-2049	POLICE PATROL	43.44
69835	DOCUMENT SCANNING	SOFTWARE MAINTENANCE-DSSI	GENERAL FUND	-344.00
	DOCUMENT SCANNING		POLICE INVESTIGATION	4,344.00
69836	DUNLAP INDUSTRIAL	REPLACEMENT BATTERIES	EQUIPMENT RENTAL	302.70
	DUNLAP INDUSTRIAL	CORDLESS DRILL-NEW SIGN TRUCK	TRANSPORTATION MANAGEM	334.10
	DUNLAP INDUSTRIAL	SMALL POWER TOOLS PURCHASED	GENERAL SERVICES - OVERH	723.38
	DUNLAP INDUSTRIAL		STORM DRAINAGE	723.38
	DUNLAP INDUSTRIAL		WASTE WATER TREATMENT	723.38
	DUNLAP INDUSTRIAL		WATER RESERVOIRS	723.39
69837	E&E LUMBER	BLUE,LIME & ORANGE TAPE	PARK & RECREATION FAC	7.14
	E&E LUMBER	9/16X2 ULTRA COL FOR TRIM	MAINT OF GENL PLANT	12.16
	E&E LUMBER	PAINT-GRAFFITI	PARK & RECREATION FAC	13.66
	E&E LUMBER	GROUND ROD	PARK & RECREATION FAC	15.74
	E&E LUMBER	SUPPLIES TO FIX FENCE	LIBRARY-GENL	17.26
	E&E LUMBER	BUSHINGS	PARK & RECREATION FAC	17.27
	E&E LUMBER	TAPE MEASURE	WASTE WATER TREATMENT	18.07
	E&E LUMBER	TOILET CONNECTORS	COMMUNITY CENTER	18.44
	E&E LUMBER	GRAFFITI SUPPLIES	COMMUNITY DEVELOPMENT-	24.14
	E&E LUMBER	PAINT-GRAFFITI	PARK & RECREATION FAC	27.36
	E&E LUMBER	GRAFFITI SUPPLIES	COMMUNITY DEVELOPMENT-	28.66
	E&E LUMBER	1X5 MDR & 9/16X2-1/4 ULTR COL	ADMIN FACILITIES	33.30
69838	EAR PHONE CONNECT	LAPEL MICROPHONE	GENERAL FUND	-288.44
	EAR PHONE CONNECT		POLICE PATROL	1,603.32
69839	ECOTONE SOLUTIONS	VEGETATION	GMA - STREET	1,340.23
69840	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	20.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	20.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	124.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	160.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	170.00
69841	ENFORCEMENT TECH.	REPAIR TO DIRECT LINK CRISIS P	GENERAL FUND	-14.34
	ENFORCEMENT TECH.		POLICE INVESTIGATION	181.12
69842	EVERETT, CITY OF	LAB ANALYSIS	STORM DRAINAGE	180.00
69843	FRANK LUMBER & HARDW	THRESHOLD 1/2X6"	WATER RESERVOIRS	62.99
69844	GALLS INC	MAG CHARGER FLASHLIGHT	ER&R	268.20
69845	GEIST, LOIS	MEAL REIMBURSEMENT	UTIL ADMIN	7.61
69846	GENERAL CHEMICAL	ALUMINUM SULFATE	WASTE WATER TREATMENT	3,130.55
	GENERAL CHEMICAL		WASTE WATER TREATMENT	3,212.09
69847	GFOA	DUES-GRITTON/LANGDON	FINANCE-GENL	250.00
69848	GOVCONNECTION INC	MISC. PERIPHERAL REPLACEMENTS	COMPUTER SERVICES	210.42
69849	GRAINGER	MISC. SUPPLIES	TRANSPORTATION MANAGEM	13.52
	GRAINGER	MISC. SUPPLIES-NEW SIGN TRUCK	TRANSPORTATION MANAGEM	57.78
	GRAINGER	PUNCH HOLDERS & SMALL PARTS CA	TRANSPORTATION MANAGEM	140.65
	GRAINGER	MISC. SUPPLIES	TRANSPORTATION MANAGEM	145.57
69850	GRIFFEN, CHRIS	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	187.50
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	225.00
69851	H & L SPORTING GOODS	11" AND 12" BALLS	RECREATION SERVICES	1,797.87
69852	HALLIDAY, DEBBIE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
69853	HD FOWLER COMPANY	CREDIT-2" PVC BALL VALVES	WASTE WATER TREATMENT	-19.49
	HD FOWLER COMPANY	2" PVC BALL VALVES	WASTE WATER TREATMENT	19.49

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 4/21/2011 TO 4/27/2011

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
69853	HD FOWLER COMPANY	MISC. ITEMS FOR AMR INSTALL	WATER SERVICE INSTALL	237.18
	HD FOWLER COMPANY	(2500' ROLL) BLACK WIRE, COUPL	PARK & RECREATION FAC	349.21
	HD FOWLER COMPANY	HEAVY DUTY PLASTIC	WATER/SEWER OPERATION	430.92
	HD FOWLER COMPANY	BASES & COMP LIDS	WATER SERVICES	443.24
	HD FOWLER COMPANY	12" METER BOX BASES	WATER/SEWER OPERATION	444.50
	HD FOWLER COMPANY	MISC. HARDWARE	WATER/SEWER OPERATION	552.88
	HD FOWLER COMPANY	MISC. ADAPTERS, FITTINGS, ETC	WATER/SEWER OPERATION	573.01
	HD FOWLER COMPANY	PVC PIPE	PARK & RECREATION FAC	578.84
69854	HEALTH, DEPT OF	REVIEW OF SR9 RESERVOIR PLANS	WATER CAPITAL PROJECTS	512.00
69855	HEALTH, DEPT OF	DEATH CERTIFICATE-RAY SIZEMORE	PERSONNEL ADMINISTRATIO	20.00
69856	HORIZON	QUICK COUPLER KEY	MAINTENANCE	104.92
69857	ICON ENTERPRISES	CONTENT PHASE OF WEBSITE	EXECUTIVE ADMIN	2,901.00
69858	INDUSTRIAL SUPPLY IN	BROOMS	STREET CLEANING	609.01
69859	INFORMATION SERVICES	TELECOMMUNICATIONS-MARCH 2011	OFFICE OPERATIONS	1,121.80
69860	INTEGRA TELECOM	ACCT #769949	CRIME PREVENTION	12.28
	INTEGRA TELECOM		SOLID WASTE CUSTOMER E>	12.28
	INTEGRA TELECOM		LEGAL-GENL	12.73
	INTEGRA TELECOM		PURCHASING/CENTRAL STOI	13.20
	INTEGRA TELECOM		ANIMAL CONTROL	13.87
	INTEGRA TELECOM		BUILDING MAINTENANCE	25.20
	INTEGRA TELECOM		CITY CLERK	26.89
	INTEGRA TELECOM		COMMUNITY CENTER	31.55
	INTEGRA TELECOM		RECREATION SERVICES	36.84
	INTEGRA TELECOM		YOUTH SERVICES	37.26
	INTEGRA TELECOM		EQUIPMENT RENTAL	39.70
	INTEGRA TELECOM		PERSONNEL ADMINISTRATIO	41.62
	INTEGRA TELECOM		STORM DRAINAGE	48.86
	INTEGRA TELECOM		GOLF ADMINISTRATION	53.00
	INTEGRA TELECOM		LEGAL - PROSECUTION	60.64
	INTEGRA TELECOM		FINANCE-GENL	64.27
	INTEGRA TELECOM		PARK & RECREATION FAC	77.38
	INTEGRA TELECOM		COMPUTER SERVICES	87.32
	INTEGRA TELECOM		EXECUTIVE ADMIN	87.59
	INTEGRA TELECOM		POLICE ADMINISTRATION	88.32
	INTEGRA TELECOM		COMMUNITY DEVELOPMENT-	89.19
	INTEGRA TELECOM		GENERAL SERVICES - OVERI	103.08
	INTEGRA TELECOM		UTILITY BILLING	109.17
	INTEGRA TELECOM		ENGR-GENL	110.24
	INTEGRA TELECOM		POLICE INVESTIGATION	124.11
	INTEGRA TELECOM		WASTE WATER TREATMENT	126.52
	INTEGRA TELECOM		MUNICIPAL COURTS	146.46
	INTEGRA TELECOM		OFFICE OPERATIONS	154.72
	INTEGRA TELECOM		COMMUNITY DEVELOPMENT-	183.17
	INTEGRA TELECOM		DETENTION & CORRECTION	189.47
	INTEGRA TELECOM		UTIL ADMIN	283.42
	INTEGRA TELECOM		POLICE PATROL	505.19
69861	INTERSTATE AUTO PART	MISC. BULBS, WIRE, TIE STRAPS	EQUIPMENT RENTAL	5.93
	INTERSTATE AUTO PART		EQUIPMENT RENTAL	315.34
69862	IRON MOUNTAIN	3/4 MINUS ROCK	WATER MAINS INSTALL	378.01
	IRON MOUNTAIN		STORM DRAINAGE	378.02
	IRON MOUNTAIN		ROADWAY MAINTENANCE	378.02
69863	IVY R.REDDING CO.,IN	RULE SOLENOID 12V	WATER/SEWER OPERATION	-8.86
	IVY R.REDDING CO.,IN		WASTE WATER TREATMENT	111.93
69864	KAMAN INDUSTRIAL TEC	RETURN BALL BEARING FLANGE	EQUIPMENT RENTAL	-119.28
	KAMAN INDUSTRIAL TEC	BALL BEARING FLANGE	EQUIPMENT RENTAL	119.28
	KAMAN INDUSTRIAL TEC	DODGE BRAND BEARING	EQUIPMENT RENTAL	169.33
69865	KELLER SUPPLY COMPAN	TOILETS, TOILET SEATS, ETC	COMMUNITY CENTER	706.64

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 4/21/2011 TO 4/27/2011

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
69866	KIKKOR GOLF INC.	KIKKOR GOLF SHOES	GOLF COURSE	300.00
69867	KIPLINGER WA EDITORS	2011 SUBSCRIPTION	FINANCE-GENL	89.00
69868	KOSTER, JOHN	BUSINESS ROUNDTABLE (2)	EXECUTIVE ADMIN	50.00
69869	LES SCHWAB TIRE CTR	RETREAD & REINFORCED REPAIR	ER&R	448.15
	LES SCHWAB TIRE CTR	PC-25 TRACTION CAP TIRES	ER&R	881.38
	LES SCHWAB TIRE CTR	RETREAD & REINFORCED REPAIR	ER&R	1,429.08
69870	LICENSING, DEPT OF	BARCOS, PAUL (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	CHRISTIAN, CRAIG (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	GIDLOF, MARCY (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	HERR, SUVAPORN (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	HOOBLER, JOHN (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	JOHNSON, MARGARET (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	OSBORN, DAVID (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	ROY, RICHARD (RENEWAL)	GENERAL FUND	18.00
69871	LOMBARDO, STACEY M	TRANSCRIPT OF RALJ APPEAL	LEGAL - PROSECUTION	162.00
69872	LUCERO, PATRICIA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
69873	MACAULAY & ASSOCIATE	APPRAISAL-LONG PROPERTY	GMA-PARKS	3,000.00
69874	MARYSVILLE AWARDS	ENGRAVING & NEW PLAQUE	UTIL ADMIN	120.27
69875	MARYSVILLE FLORAL	SYMPATHY ARRANGEMENT-LES SOPER	EXECUTIVE ADMIN	96.65
69876	MARYSVILLE PRINTING	LAMINATE POSTER SIGNS	RECREATION SERVICES	27.15
	MARYSVILLE PRINTING		RECREATION SERVICES	40.73
	MARYSVILLE PRINTING	SUMMER CAMP FLYERS	RECREATION SERVICES	252.57
	MARYSVILLE PRINTING		RECREATION SERVICES	252.57
69877	MARYSVILLE, CITY OF	WTR/SWR-7610 47TH AVE NE	MAINT OF GENL PLANT	237.10
	MARYSVILLE, CITY OF	WTR/SWR/GBG-1635 GROVE ST	PUBLIC SAFETY FAC-GENL	2,225.21
69878	MESSERLY, CONNIE	WELLNESS SUPPLY REIMBURSEMENT	PERSONNEL ADMINISTRATIO	40.67
69879	MICROFLEX INC	TAX AUDIT PROGRAM-03/11	FINANCE-GENL	15.95
69880	NATIONAL BARRICADE	DRIVE RIVETS & CORNER BOLTS	TRANSPORTATION MANAGEM	325.80
69881	NATIONAL SAFETY INC	SUPPLIES-M SAFE GLOVES	GENERAL FUND	-11.00
	NATIONAL SAFETY INC		DETENTION & CORRECTION	138.92
69882	NEXTEL	ACCT #844448815	ENGR-GENL	32.50
	NEXTEL		POLICE ADMINISTRATION	32.50
	NEXTEL		POLICE ADMINISTRATION	64.99
	NEXTEL		UTIL ADMIN	64.99
	NEXTEL		COMPUTER SERVICES	129.94
69883	NORTH COAST ELECTRIC	MISC. SMALL TOOLS	TRANSPORTATION MANAGEM	602.28
	NORTH COAST ELECTRIC	ELECTRO MAGNETIC COILS	WASTE WATER TREATMENT	608.81
69884	NORTH SOUND HOSE	TRANS COOLER HOSE	EQUIPMENT RENTAL	12.89
69885	NORTHWEST CASCADE	HONEY BUCKET	PARK & RECREATION FAC	123.20
	NORTHWEST CASCADE		RECREATION SERVICES	222.75
	NORTHWEST CASCADE		RECREATION SERVICES	222.75
	NORTHWEST CASCADE		RECREATION SERVICES	394.13
69886	NORTHWESTERN AUTO	REPAIR ACCIDENT DAMAGE	EQUIPMENT RENTAL	754.77
69887	OFFICE DEPOT	OFFICE SUPPLIES	PERSONNEL ADMINISTRATIO	16.12
	OFFICE DEPOT		PERSONNEL ADMINISTRATIO	41.80
	OFFICE DEPOT	LEAFLET HOLDERS	PRO-SHOP	58.21
	OFFICE DEPOT	OFFICE SUPPLIES	POLICE INVESTIGATION	71.65
	OFFICE DEPOT		FINANCE-GENL	71.66
	OFFICE DEPOT		CITY CLERK	71.66
	OFFICE DEPOT		CITY COUNCIL	71.66
	OFFICE DEPOT		PARK & RECREATION FAC	88.73
	OFFICE DEPOT		OFFICE OPERATIONS	119.74
	OFFICE DEPOT		UTILITY BILLING	153.22
69888	OFFICE INTERIORS INC	PANELS	POLICE INVESTIGATION	241.09
69889	OKANOGAN COUNTY JAIL	INMATE HOUSING-FEBRUARY 2011	DETENTION & CORRECTION	19,127.94
69890	ORBIT ENTERPRISES,IN	SEMI-ANNUAL BILLING	PRO-SHOP	900.00
69891	OTAK	PROFESSIONAL SERVICES	SURFACE WATER CAPITAL P	11,205.50

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 4/21/2011 TO 4/27/2011

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
69892	PACIFIC NW BUSINESS	TONER	UTILITY BILLING	173.65
	PACIFIC NW BUSINESS	TONER/MAINTENACE KIT	POLICE PATROL	463.61
69893	PARTS STORE, THE	FILTERS	ER&R	12.57
	PARTS STORE, THE	LOWER BALL JOINT	EQUIPMENT RENTAL	53.03
	PARTS STORE, THE	MISC.FILTERS,ANTI FREEZE & BAT	ER&R	500.94
69894	PEACE OF MIND	MINUTE TAKING SERVICE	CITY CLERK	124.00
69895	PETERSON BROS DRYWAL	RELEASE RETAINAGE-LIBRARY	GENERAL FUND	1,360.00
69896	PNEC CORPORATION	PAIL OF SCHAEFFER OIL	WASTE WATER TREATMENT	375.32
69897	PNWS-AWWA	REGISTRATION-CRAIN	UTIL ADMIN	180.00
	PNWS-AWWA	REGISTRATION-DAGGETT	UTIL ADMIN	180.00
	PNWS-AWWA	REGISTRATION-FREEMAN	UTIL ADMIN	180.00
	PNWS-AWWA	REGISTRATION-STAIR	UTIL ADMIN	180.00
69898	PUD	ACCT. # 2011-4209-8	PARK & RECREATION FAC	14.75
	PUD	ACCT #2024-6103-4	UTIL ADMIN	29.28
	PUD	ACCT #2013-4666-5	SEWER LIFT STATION	29.74
	PUD	ACCT #2005-0161-7	TRANSPORTATION MANAGEM	45.77
	PUD	ACCT #2020-1181-3	PUMPING PLANT	52.36
	PUD	ACCT #2027-9465-7	TRANSPORTATION MANAGEM	71.56
	PUD	ACCT #2022-8858-5	TRANSPORTATION MANAGEM	112.30
	PUD	ACCT #2035-0002-0	STREET LIGHTING	122.33
	PUD	ACCT #2023-0330-1	SEWER LIFT STATION	123.31
	PUD	ACCT #2000-6146-3	PARK & RECREATION FAC	135.03
	PUD	ACCT #2025-2469-0	PUMPING PLANT	166.78
	PUD	ACCT. # 2012-2506-7	PARK & RECREATION FAC	248.84
	PUD	ACCT #2011-4725-3	PUMPING PLANT	317.19
	PUD	ACCT #2024-2648-2	PUBLIC SAFETY FAC-GENL	378.08
	PUD	ACCT #2012-4769-9	STREET LIGHTING	548.40
	PUD	ACCT #2006-2538-2	SEWER LIFT STATION	614.49
	PUD	ACCT. # 2037-5304-1	MAINT OF GENL PLANT	624.75
	PUD	ACCT #2008-2454-8	MAINT OF GENL PLANT	1,249.45
	PUD	ACCT #2003-0347-7	WATER FILTRATION PLANT	1,349.53
	PUD	ACCT #2000-2187-1	COURT FACILITIES	2,006.36
	PUD	ACCT #2016-1747-9	ADMIN FACILITIES	2,386.73
	PUD	ACCT #2015-7792-1	PUMPING PLANT	2,414.97
	PUD	ACCT #2014-6303-1	PUBLIC SAFETY FAC-GENL	2,750.24
	PUD	ACCT. # 2020-0499-0	LIBRARY-GENL	3,468.80
	PUD	ACCT #2020-7500-8	WASTE WATER TREATMENT	9,728.78
	PUD	ACCT #2014-2063-5	WASTE WATER TREATMENT	11,187.58
	PUD	ACCT #2017-2118-0	WASTE WATER TREATMENT	13,859.29
69899	PUGET SOUND SECURITY	PADLOCKS	POLICE PATROL	76.20
69900	RAIN FOR RENT	STAND-BY PUMP	STORM DRAINAGE	1,084.64
69901	RETIREMENT SYSTEMS	OLD AGE SURVIVOR INSURANCE	PERSONNEL ADMINISTRATIO	144.16
69902	ROGERS MACHINERY	STILLAGUAMISH FILTRATION PLANT	WATER FILTRATION PLANT	943.53
69903	ROWLEY, JIM	RECOVERY CONTRACT #227-SEWER	WATER/SEWER OPERATION	16,105.20
69904	SCHROEDER, LYNN	MAILING AND SUPPLY REIMBURSEME	PERSONNEL ADMINISTRATIO	36.15
	SCHROEDER, LYNN		EXECUTIVE ADMIN	168.26
69905	SIX ROBBLEES INC	TRAILER TONGUE JACK	PARK & RECREATION FAC	103.27
	SIX ROBBLEES INC	BRAKE CONTROLLER	ER&R	152.31
	SIX ROBBLEES INC	TIRE/WHEEL ASSEMBLIES	PARK & RECREATION FAC	658.17
69906	SNO CO PUBLIC WORKS	REPLACED TRANSMISSION W/RE-MAN	EQUIPMENT RENTAL	3,439.40
69907	SNO CO TREASURER	INMATE PRESCRIPTIONS	DETENTION & CORRECTION	4,233.44
69908	SNO CO TREASURER	INMATE HOUSING-MARCH 2011	DETENTION & CORRECTION	40,727.26
69909	SOROPTIMIST INT'L	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
69910	SOUND PUBLISHING	LEGAL ADS	COMMUNITY DEVELOPMENT-	49.39
69911	SOUND PUBLISHING	EMPLOYMENT ADS	RECREATION SERVICES	189.44
69912	SOUND PUBLISHING	CALL FOR BIDS	SEWER CAPITAL PROJECTS	80.82
	SOUND PUBLISHING		WATER CAPITAL PROJECTS	173.79

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 4/21/2011 TO 4/27/2011

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
69913	SOUND SAFETY	SAFETY GLASSES	ER&R	18.90
	SOUND SAFETY	JEANS-IMADHAY	PURCHASING/CENTRAL STOI	85.58
	SOUND SAFETY	EARPLUGS & GOGGLES	ER&R	104.85
69914	SOUND TRACTOR	PARTS FOR #599	EQUIPMENT RENTAL	114.18
69915	SPRINGBROOK NURSERY	GRAVEL	MAINTENANCE	21.00
	SPRINGBROOK NURSERY		MAINTENANCE	21.00
	SPRINGBROOK NURSERY		MAINTENANCE	42.00
	SPRINGBROOK NURSERY	PEA GRAVEL	MAINTENANCE	50.08
69916	STORM LAKE GROWER, I	WETLAND PLANTS FOR PROJECT	GMA-PARKS	745.20
69917	SUN MOUNTAIN	SPECIAL ORDER-LEGORE	GOLF COURSE	167.08
69918	TECH DEPOT	CAMERA FOR COURT - GRANT	POLICE ADMINISTRATION	122.66
69919	THOEMKE STATION, LLC	RECOVERY CONTRACT #269-SEWER	WATER/SEWER OPERATION	2,475.70
69920	TITLEIST	SPECIAL ORDER-TRUCANO	GOLF COURSE	124.92
69921	TRAFFIC SAFETY SUPPL	MISC. SUPPLIES-SIGN SHOP	TRANSPORTATION MANAGEI	2,110.37
69922	UNITED PARCEL SERVIC	FEE EXPENSE	POLICE PATROL	1.81
	UNITED PARCEL SERVIC	SHIPPING EXPENSE	TRANSPORTATION MANAGEI	17.76
	UNITED PARCEL SERVIC		POLICE PATROL	30.96
69923	US TENNIS ASSOCIATIO	MEMBERSHIP-HALL, DAVE	RECREATION SERVICES	35.00
69924	VALLEY FREIGHTLINER	RIGHT WINDOW REGULATOR	EQUIPMENT RENTAL	216.45
69925	VERIZON/FRONTIER	ACCT. # 03 0275 1054427570 10	EXECUTIVE ADMIN	23.43
	VERIZON/FRONTIER	ACCT #109471572710	POLICE INVESTIGATION	56.58
	VERIZON/FRONTIER		RECREATION SERVICES	81.43
	VERIZON/FRONTIER	ACCT #102857559902	LIBRARY-GENL	105.10
69926	WEBCHECK	WEBCHECK SERVICES-MARCH 2011	UTILITY BILLING	975.00
69927	WEST PAYMENT CENTER	WEST INFO. CHARGES	LEGAL - PROSECUTION	518.56
69928	WFOA	BARS CLASS-O'BRIEN	CITY CLERK	50.00
69929	WIDENER & ASSOC	PROFESSIONAL SERVICES	GMA - STREET	7,544.60
69930	WILCO-WINFIELD, LLC	SEED, FERTILIZER	MAINTENANCE	294.84

WARRANT TOTAL: **277,253.12**

REASON FOR VOIDS:

INITIATOR ERROR
WRONG VENDOR
CHECK LOST IN MAIL
UNCLAIMED PROPERTY

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 9, 2011

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 April 20, 2011 payroll in the amount $793,483.37 Check No.'s 24144 through 24178.
COUNCIL ACTION:

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 5/9/2011

AGENDA ITEM: Two-year contract for the Professional Services Agreement with J.K. Eastbury Salvage Metals & Auto Wrecking (J.K. Eastbury) for scrap metal disposal/recycling services.	
PREPARED BY: Tonya Miranda, Admin Services Manager DEPARTMENT: Public Works	DIRECTOR APPROVAL:
ATTACHMENTS: 1) Copy of new contract with J.K. Eastbury. 2) Copy of previous contract with J.K. Eastbury, dated March 24, 2009. 3) Copy of the original Resolution No. 2230, dated February 11, 2008. 4) Copy of surplus Resolution No. 2265, dated July 27, 2009.	
BUDGET CODE: N/A	AMOUNT: $20,000.00

SUMMARY:

Procurement staff is requesting that the City sign a two-year contract with J.K. Eastbury Salvage Metals & Auto Wrecking to provide scrap metal disposal/recycling services. The agreement shall be valid for two years, unless extended, effective March 24, 2010.

This contract authorizes J.K. Eastbury to haul away scrap metal that is of no further use to the City to a properly licensed and certified scrap metal collection site and to split the proceeds from resale of said material with the City at a rate not less than 50% of current market.

The annual value of scrap metal will not exceed $10,000.00 per year. The amount of $20,000 listed above reflects two annual terms.

RECOMMENDED ACTION: Staff recommends that Council Authorize the Mayor to sign the contract with J.K. Eastbury, not to exceed $10,000 per year.

CONTRACT FOR DISPOSAL / RECYCLE OF SCRAP METALS

This agreement is entered into between J.K. Eastbury Salvage Metals & Auto Wrecking (Contractor) and the City of Marysville, Washington (City) beginning this 24th day of March, 2009 for the purpose of disposal / recycle of scrap metals as described herein:

1. Contractor agrees to haul scrap metals and non-ferrous materials from Public Works facility located at 80 Columbia Avenue on an as needed basis as directed by the Fleet & Facilities Manager. All materials will be hauled within three working days of being notified by the Fleet & Facilities Manager.

2. Contractor agrees to haul all materials collected from the City directly to a properly licensed and certified scrap metal collection site and agrees to split with the City the proceeds from resale of said material at a rate not less than 50% of current market.

3. For each load hauled and received by the Contractor, a copy of the weight slip and receipt will be returned to the Fleet & Facilities Manager located at 80 Columbia Avenue, along with payment. This will be done within 15 calendar days of picking up the materials from the Public Works facility.

4. Prices of all scrap metals shall be as quoted by General Metals of Tacoma, Washington or any other better return value scrap metal buyer chosen by J.K. Eastbury Salvage Metals & Auto Wrecking.

5. Pursuant to City Council Resolution 2230, the annual value of the scrap metal disposed of pursuant to this contract shall not exceed $10,000.

In the performance of this Contract, the Contractor agrees it will abide by all existing laws, codes, rules and regulations set forth by all appropriate authorities having jurisdiction in the location where the work is being performed.

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

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

DUPLICATE

indemnification. This waiver has been mutually negotiated by the parties. Reference Exhibit A of this Agreement.

The Contractor shall obtain and keep in force during the term of the Contract insurance in no less than the following amounts:

	General Liability	Comprehensive Automobile	Property
Occurrence	$1,000,000	$1,000,000	$1,000,000
Aggregate	$2,000,000	$2,000,000	$2,000,000

The City shall be specifically named as an insured in such policy or policies. A Certificate of Insurance, questionnaire and endorsement, as required by the City, shall be executed and delivered to the City at the time of execution of this Contract.

Either party may terminate this contract with 30 days written notice. The terms of this contract will be fixed for a one year period from the date of execution. This agreement may be extended for additional year terms upon agreement of both parties. Amendments or adjustments for additional year terms must be in writing and delivered to the City 30 days before the end of each year term.

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

CITY OF MARYSVILLE

By _____
Dennis Kendall, Mayor

Attest:

By _____
City Clerk

Approved as to form:

By _____
City Attorney

J.K. Eastbury Salvage Metals & Auto Wrecking

By _____
Its _____

Address: 6805 35th NE
Tulalip, WA 98271
Telephone: 360-659-1540

EXHIBIT A

INDEMNIFICATION ADDENDUM

J.K. Eastbury Salvage Metals & Auto Wrecking (hereinafter called Contractor) agrees to defend, indemnify and hold the City of Marysville (hereinafter called Owner) harmless from any and all claims, demands, loses and liabilities to or by third parties arising from, resulting from or connected with services performed or to be performed under this Contract by Contractor or contractor's agents or employees to the fullest extent permitted by law and subject to the limitations provided below.

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

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

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

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

THE UNDERSIGNED HEREBY CERTIFY THAT THIS ADDENDUM WAS MUTUALLY NEGOTIATED.

CITY OF MARYSVILLE

By _____
Dennis Kendall, Mayor

J.K. Eastbury Salvage Metal & Auto Wrecking

By _____

Its _____

CONTRACT FOR DISPOSAL / RECYCLE OF SCRAP METALS

This agreement is entered into between James K. Eastbury a sole proprietor of the business known by UBI # 600085808 and as "J.K. Eastbury Salvage Metals & Auto Wrecking" or "Eastbury Salvage Metals & Auto" (Contractor) and the City of Marysville, Washington (City) effective the 24th day of March, 2010 and continuing through March 31, 2012 for the purpose of disposal / recycle of scrap metals as described herein:

1. Contractor agrees to haul scrap metals and non-ferrous materials from Public Works facility located at 80 Columbia Avenue on an as needed basis as directed by the Fleet & Facilities Manager. All materials will be hauled within three working days of being notified by the Fleet & Facilities Manager.

2. Contractor agrees to haul all materials collected from the City directly to a properly licensed and certified scrap metal collection site and agrees to split with the City the proceeds from resale of said material at a rate not less than 50% of current market.

3. For each load hauled and received by the Contractor, a copy of the weight slip and receipt will be returned to the Fleet & Facilities Manager located at 80 Columbia Avenue, along with payment. This will be done within 15 calendar days of picking up the materials from the Public Works facility.

4. Prices of all scrap metals shall be as quoted by General Metals of Tacoma, Washington or any other better return value scrap metal buyer chosen by J.K. Eastbury Salvage Metals & Auto Wrecking.

5. Pursuant to City Council Resolution 2230, the annual value of the scrap metal disposed of for any one year shall not exceed $10,000, unless authorized by another Council Resolution (i.e. Resolution 2265).

In the performance of this Contract, the Contractor agrees it will abide by all existing laws, codes, rules and regulations set forth by all appropriate authorities having jurisdiction in the location where the work is being performed.

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

The Contractor shall defend, indemnify and save the City and its elected officials, officers and employees harmless from any and all claim and risk and all losses, damages, demands, suits, judgments, and attorney fees or other expenses of any kind on account of injury to or death of any and all persons, on or account of all property damage of any kind, or loss of use resulting therefrom, to any party arising out of, or in any manner connected with, the work performed under this Contract, or caused in whole or in part by reason of the presence of the Contractor or its employees or agents, upon or in proximity to the property of the City during performance of the work, except only for those losses resulting

from and to the extent of the negligence of the City with regard to activities within the Contractor's scope of work. This indemnification provided herein constitutes Contractor's waiver of immunity under Industrial insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. Reference Exhibit A of this Agreement.

The Contractor shall obtain and keep in force during the term of the Contract insurance in no less than the following amounts:

	General Liability	Comprehensive Automobile	Property
Occurrence	$1,000,000	$1,000,000	$1,000,000
Aggregate	$2,000,000	$2,000,000	$2,000,000

The City shall be specifically named as an insured in such policy or policies. A Certificate of Insurance, questionnaire and endorsement, as required by the City, shall be executed and delivered to the City at the time of execution of this Contract.

Either party may terminate this contract with 30 days written notice. The terms of this contract will be fixed for a two year period from the date of execution. This agreement may be extended for additional year terms upon agreement of both parties. Amendments or adjustments for additional year terms must be in writing and delivered to the City 30 days before the end of each year term.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____, 2011.

CITY OF MARYSVILLE

By_____
Jon Nehring, Mayor

James K. Eastbury (Contractor)

By_____
James K. Eastbury – Sole Proprietor

Address: 6805 35th NE
Tulalip, WA 98271
Telephone: 360-659-1540

Attest:

By_____
City Clerk

Approved as to form:

By_____
City Attorney

J.K. Eastbury
SALVAGE METALS
& AUTO WRECKING
Mailing Address:
6805 35th NE
Tulalip, WA 98271
Ph: 360-659-1540
Fax: 360-659-1285

EXHIBIT A

INDEMNIFICATION ADDENDUM

J.K. Eastbury Salvage Metals & Auto Wrecking (hereinafter called Contractor) agrees to defend, indemnify and hold the City of Marysville (hereinafter called Owner) harmless from any and all claims, demands, loses and liabilities to or by third parties arising from, resulting from or connected with services performed or to be performed under this Contract by Contractor or contractor's agents or employees to the fullest extent permitted by law and subject to the limitations provided below.

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

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

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

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

THE UNDERSIGNED HEREBY CERTIFY THAT THIS ADDENDUM WAS MUTUALLY NEGOTIATED.

CITY OF MARYSVILLE

By _____
Jon Nehring, Mayor

James K. Eastbury – Sole Proprietor

By _____
James K. Eastbury – Sole Proprietor

J.K. Eastbury
SALVAGE METALS
& AUTO WRECKING
Mailing Address:
8805 35th NE
Tulalip, WA 98271
Ph: 360-659-1540
Fax: 360-659-1285

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 9, 2011

AGENDA ITEM: **Interlocal Agreement with Snohomish Regional Drug &Gang Task Force**	AGENDA SECTION:
PREPARED BY: **Chief Richard Smith**	APPROVED BY:
ATTACHMENTS: **Interlocal Agreement**	
	MAYOR / CAO
BUDGET CODE: 00103 426.551000	AMOUNT: $14,188

DESCRIPTION:

Marysville Police Department request council approval of the Interlocal Agreement with the Snohomish Regional Drug & Gang Task Force and authorize the Mayor to sign the agreement. The cost of the agreement is based on the City of Marysville population. The cost this year is $14,188.00. The cost for this in 2010 was $13,730.00. This is a recurring expense.

RECOMMENDED ACTION: Staff recommends that Marysville City Council authorize the Mayor to sign the Interlocal Agreement with the Snohomish Regional Drug & Gang Task Force.
COUNCIL ACTION:

INTERLOCAL AGREEMENT ESTABLISHING

SNOHOMISH REGIONAL DRUG & GANG TASK FORCE

This Interlocal Agreement is among Snohomish County, a political subdivision of the State of Washington, and the following jurisdictions (hereinafter collectively referred to as the "Participating Jurisdictions"):

City of Arlington
City of Bothell
City of Brier
City of Darrington
City of Edmonds
City of Everett
City of Gold Bar
City of Granite Falls
City of Index
City of Lake Stevens
City of Lake Forest Park
City of Lynnwood
City of Marysville
City of Monroe
City of Mountlake Terrace
City of Mukilteo
City of Snohomish
City of Stanwood
City of Sultan
DSHS, Child Protective Services
Sauk Suiattle Tribe
Snohomish Health District
Stillaguamish Tribe
Swinomish Tribe
Tulalip Tribe
Upper Skagit Tribe
Washington State Patrol

WITNESSES THAT:

WHEREAS, the State of Washington Department of Commerce (hereinafter "COMMERCE"), has received funds from the U.S. Department of Justice under authority of the Anti-Drug Abuse Act of 1988 to provide grants to local units of government for drug law enforcement; and

WHEREAS, eligible applicants include cities, counties and Indian tribes; and

WHEREAS, RCW 39.34 permits one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking that each public agency is authorized by law to perform; and

WHEREAS, Snohomish County and COMMERCE have entered into a Narcotics Control Grant Contract (hereinafter "Grant Contract") whereby Snohomish County shall use specified grant funds solely for a regional task force project consistent with the task force grant application submitted to COMMERCE on or before June 1, 2011, upon which the Grant Contract is based (by this reference both the Grant Contract and the grant application are incorporated in this agreement as though set forth fully herein); and

WHEREAS, the Participating Jurisdictions recognize the above-mentioned Grant Contract between COMMERCE and Snohomish County; and

WHEREAS, the Participating Jurisdictions desire to participate as members of the multi-jurisdictional task force with Snohomish County administering task force project grants on their behalf; and

WHEREAS, the Participating Jurisdictions desire to enter into an agreement with Snohomish County to enable Snohomish County to continue to be the receiver of any grant funds related to the task force project; and

WHEREAS, each of the Participating Jurisdictions represented herein is authorized to perform each service contemplated for it herein;

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

1.0 TASK FORCE CONTINUATION, TERM, AND PURPOSE

1.1 The countywide multi-jurisdictional task force, composed of law enforcement, prosecutor, and support personnel, known as the Snohomish Regional Drug & Gang Task Force (hereinafter "Task Force") was created pursuant to the Interlocal Agreement Among Participating Jurisdictions dated January 18, 1988. The Task Force has operated on a continuous basis since that time under a series of interlocal agreements, the most recent effective from July 1, 2010, through June 30, 2011. This agreement shall serve to continue the operation of the Task Force.

1.2 The effective date of this agreement shall be from July 1, 2011, through June 30, 2012, unless earlier terminated or modified as provided in this agreement.

1.3 The purpose of the Task Force shall be to formally structure and jointly coordinate selected law enforcement activities, resources, and functions in order to disrupt illegal drug trafficking systems and to remove traffickers through a cooperative program of investigation, prosecution, and asset forfeiture.

1.4 The Task Force agrees to perform the statement of work indicated in the Task Force Abstract set forth in the application for funding between COMMERCE and Snohomish County. Therefore each participating jurisdiction adopts the following Task Force goals:

- Continue to attack the demand and supply sides of narcotics trafficking.

- Continue enforcement efforts directed toward mid and upper level dealers.
- Continue to assist smaller agencies within Snohomish County with narcotics enforcement within their towns and cities.
- Continue to provide narcotics enforcement training to smaller jurisdictions throughout Snohomish County.

1.5 The Task Force shall continue to follow a management system for the shared coordination and direction of personnel as well as financial, equipment and technical resources as stated in this agreement.

1.6 The Task Force shall continue to implement operations, including:

a. Development of intelligence
b. Target identification
c. Investigation
d. Arrest of Suspects
e. Successful prosecution of offenders, and
f. Asset forfeiture/disposition

1.7 The Task Force shall evaluate and report on Task Force performance to COMMERCE as required in the Grant Contract.

2.0 ORGANIZATION

2.1 Exhibit "D", incorporated herein by this reference, sets forth the organization of the Task Force.

2.2 The Task Force Executive Board shall be comprised of the Snohomish County Prosecuting Attorney, the Snohomish County Sheriff, the Everett Police Chief, the Everett City Prosecutor, and one (1) chief of police from the remaining Participating Jurisdictions chosen by the chiefs of police of the remaining Participating Jurisdictions. The Snohomish

County Sheriff shall serve as Chair of the Executive Board. The Task Force Executive Board may adopt bylaws providing for appointment of alternates to attend Executive Board meetings in the absence of members. At such meetings the alternate shall have the same rights as the appointing member. Any action taken by the Task Force Executive Board under this agreement shall be based on a majority vote.

2.3 All law enforcement personnel assigned to the Task Force shall be directed in their Task Force duties by the Snohomish County Sheriff's Office (SCSO) through the Task Force Commander. The Task Force Commander will be an employee of Snohomish County for all purposes and, if not a regular SCSO deputy, will hold a special commission for that purpose.

2.4 Exhibit "A", incorporated herein by this reference, sets forth the personnel and related equipment and supplies currently assigned to the Task Force by each Participating Jurisdiction. Nothing in this agreement shall restrict the ability of the Snohomish County Prosecuting Attorney, Snohomish County Sheriff, Everett Police Chief, or chief law enforcement officer of any Participating Jurisdiction to reassign personnel and related equipment and supplies now or later assigned to the Task Force.

3.0 FINANCING

3.1 Exhibit "B" sets forth the estimated Task Force operating budget and is incorporated herein by reference. Participating Jurisdictions in the aggregate agree to provide funds that will allow for at least a one-third match of the funds awarded under the Grant Contract.

3.2 Exhibit "C" sets forth the Local Match breakdown for the period from July 1, 2011, to June 30, 2012, and is incorporated herein by reference. Although State and/or Federal Grant funds may vary from the amount initially requested, each Participating Jurisdiction agrees to provide funding that is no less than the amount indicated in Exhibit "C", and to pay its funding share to Snohomish County as administrator of Task Force funds promptly upon request.

3.3 As required by the Grant Contract, each Participating Jurisdiction agrees the funding it contributes shall be provided in addition to that currently appropriated to narcotics enforcement activities and that no Task Force activity will supplant or replace any existing narcotic enforcement activities.

3.4 Except as modified by section 5.3 below, all revenues collected or generated by or for the Task Force shall be forwarded to the Snohomish County Treasurer and placed in a designated special account for the purpose of supporting Task Force operations, and all real or personal property of the Task Force will be held in Snohomish County's name for the benefit of the Task Force.

3.5 Upon termination of the Task Force, all funds remaining in said special account shall be disbursed pro rata to the then-current Participating Jurisdictions in proportion to the percentage of their most recent financial participation as indicated in Exhibit "C".

4.0 GENERAL ADMINISTRATION

4.1 Snohomish County agrees to provide COMMERCE with the necessary documentation to receive grant funds.

4.2 By executing this agreement, each Participating Jurisdiction agrees to make any certified assurances required by the Grant Contract that are within its particular control, and agrees to make all its records related to the Task Force available for inspection consistent with the Grant Contract.

4.3 All Task Force contracts and agreements executed on behalf of Participating Jurisdictions under this agreement must first be approved on motion of the Task Force Executive Board. By executing this agreement, each Participating Jurisdiction agrees that, for the purpose of administering the assets and resources available to the Task Force, Snohomish County is hereby granted the authority to execute on behalf of the Participating Jurisdictions all agreements and contracts signed as approved by the Task Force Executive Board, by and through its Chair, including but not limited to all contracts for professional services. Agreements and contracts executed in this manner shall have the same legal effect as if they were executed by each Participating Jurisdiction. No such agreement or contract may impose or waive liability with respect to a Participating Jurisdiction in a manner that is inconsistent with the hold harmless provision in section 10.0 of this agreement.

4.4 Any dispute arising under this agreement will be forwarded to the Task Force Executive Board for arbitration. The determination made by the Executive Board shall be final and conclusive as between the parties. This provision shall not apply to issues of indemnity and liability governed by the hold harmless provision in section 10.0 of this agreement.

5.0 ASSET FORFEITURE

5.1 The Participating Jurisdictions shall refer all potential asset forfeitures initiated or investigated by officers assigned to the Task Force during the pendency of this agreement to the Task Force for disposition at the discretion of the Task Force Executive Board or prosecuting authority (Prosecuting Attorney or United States Attorney). Any such referred asset forfeiture that is pursued in state court will be prosecuted in the name of Snohomish County on behalf of the Task Force and its Participating Jurisdictions.

5.2 The Task Force Commander, under the direction of the Task Force Executive Board, shall manage the acquisition and disposition of assets seized or forfeited as a result of this agreement in compliance with law and Task Force Procedures.

5.3 A portion of the net monetary proceeds of each asset forfeiture made by the Task Force shall be distributed to the involved investigating agencies commensurate with their participation as determined by prior agreement between the Task Force Commander and said agencies, or in the absence of such agreement, by the Task Force Executive Board, prior to dedication of the remaining proceeds to the Task Force as specified in section 3.4. As long as the personnel, equipment, and related supply assignments stated in Exhibit "A" remain unchanged, distributions to Snohomish County and the City of Everett under this subparagraph shall be 40 percent each of the net monetary proceeds remaining after distributions under this subparagraph to Participating Jurisdictions other than Snohomish County and the City of Everett. If assignments change from those stated in Exhibit "A", the Task Force Executive Board may modify the relative percentage allocations to Snohomish County and the

City of Everett on a case-by-case or permanent basis. For purposes of this subparagraph, the term "net monetary proceeds" means cash proceeds realized from property forfeited during the term of this agreement that is not retained for use by the Task Force after deducting all costs and expenses incurred in its acquisition, including but not limited to the cost of satisfying any bona fide security interest to which the property may be subject at the time of seizure, the cost of sale in the case of sold property (including reasonable fees or commissions paid to independent selling agencies), amounts paid to satisfy a landlord's claim for damages, and the amount of proceeds (typically ten percent) payable to the State of Washington under RCW 69.50.505(9) or similar law.

5.4 The SRDGTF may retain funds in an amount up to $115,000.00 from the net proceeds of vehicle seizures for the purchase of Task Force vehicles and related fleet costs.

5.5 Any Participating Jurisdiction receiving a distribution of assets forfeited nder RCW 69.50.505 shall use such assets in accordance with RCW 69.50.505(10), which limits use to the expansion and improvement of controlled substances related law enforcement activity and prohibits use to supplant preexisting funding sources.

5.6 Upon termination of the Task Force, the Task Force Executive Board shall dispose of the Task Force's interest in assets seized or forfeited as a result of this agreement in accordance with applicable federal, state and county requirements, and shall distribute proceeds in accordance with sections 5.3 and 3.5.

6.0 ACQUISITION AND USE OF EQUIPMENT

6.1 In the event that any equipment is acquired with grant funds, the Participating Jurisdictions agree that the Task Force will use that equipment only for specified law enforcement purposes for the term of the grant.

6.2 Upon termination of the Task Force, any equipment provided by Participating Jurisdictions will be returned to those respective jurisdictions.

6.3 Upon termination of the Task Force, the Task Force Executive Board shall dispose of all acquired equipment in accordance with applicable federal, state and county requirements, and shall distribute proceeds in accordance with section 3.5.

7.0 MODIFICATION

7.1 Participating Jurisdictions hereto reserve the right to amend this agreement in the future from time to time as may be mutually agreed upon. No such amendment shall be effective unless written and signed by all then-contributing jurisdictions with the same formality as this agreement.

8.0 NONDISCRIMINATION PROVISION

8.1 There shall be no discrimination against any employee who is paid by the grant funds or against any applicant for such employment because of race, color, religion, handicap, marital status, political affiliation, sex, age, or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment,

advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training.

9.0 TERMINATION OF AGREEMENT

9.1 Notwithstanding any provisions of this agreement, any party may withdraw from the agreement as it pertains to them by providing written notice of such withdrawal to all other parties, specifying the effective date thereof at least thirty (30) days prior to such date. A withdrawing party may take with it any equipment it has loaned or donated to the Task Force, and shall be entitled to distributions under section 5.3 of this agreement with respect to asset forfeitures initiated before the effective date of withdrawal.

9.2 If there is a reduction in funds by the source of those funds, and if such funds are the basis of this agreement, Snohomish County may unilaterally terminate all or part of the agreement, or may reduce its scope of work and budget.

10.0 HOLD HARMLESS

10.1 Each party hereto agrees to save, indemnify, defend and hold the other parties harmless from any allegations, complaints, or claims of wrongful and/or negligent acts or omissions, by said party and/or its officers, agents, or employees to the fullest extent allowed by law. In the case of allegations, complaints, or claims against more than one party, any damages allowed shall be levied in proportion to the percentage of fault attributable to each party, and each party shall have the right to seek contribution from each of the other parties in proportion to the percentage of fault attributable to each of the other parties. Moreover,

the parties agree to cooperate and jointly defend any such matter to the extent allowed by law. An agency that has withdrawn assumes no responsibility for the actions of the remaining members arising after the date of withdrawal, but shall remain liable for claims of loss or liability arising prior to the effective date of withdrawal.

11.0 GOVERNING LAW AND VENUE

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

12.0 INTEGRATION

12.1 With the exception of necessary operational agreements between law enforcement agencies of the Participating Jurisdictions and agreements pursuant to section 5.3 hereof, this agreement constitutes the whole and entire agreement among those parties as to the Task Force and no other understandings, oral, or otherwise, regarding the Task Force shall be deemed to exist or bind the parties.

13.0 EXECUTION OF MULTIPLE ORIGINAL COUNTERPARTS

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

parties execute this agreement, the agreement, once recorded as specified in section 15.0, shall be effective as between the parties that have executed the agreement to the same extent as if no other parties had been named.

14.0 SEVERABILITY

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

15.0 RECORDING

15.1 This interlocal agreement will be recorded in compliance with RCW 39.34.040.

In witness whereof, the parties have executed this agreement.

SNOHOMISH COUNTY, approved at the direction of the County Council.

_____

Aaron Reardon, County Executive

DATE: _____

ATTEST:

_____

APPROVAL RECOMMENDED:

_____

John Lovick, Sheriff

DATE: _____

Approved as to form only:

Deputy Prosecuting Attorney 2/16/07

EXHIBIT A

Snohomish Regional Drug & Gang Task Force

Personnel and Basic Equipment Assigned by Jurisdiction
July 1, 2011 through June 30, 2012

EVERETT POLICE DEPARTMENT	FUNDING	
1 Lieutenant	Everett PD	
1 Sergeant	Everett PD	
1 Detective	Everett PD	
1 Detective	Everett PD	
1 Detective	Everett PD	
1 Detective	Everett PD	
1 Detective	Everett PD	
1 Detective	Everett PD	
1 Support Personnel	Everett PD	

ARLINGTON POLICE DEPARTMENT	FUNDING	
1 Detective	Justice Assistance Grant	

MARYSVILLE POLICE DEPARTMENT	FUNDING	
1 Detective	Justice Assistance Grant	*VACANT*

BOTHELL POLICE DEPARTMENT	FUNDING	
1 Detective	Bothell PD	

SNOHOMISH COUNTY SHERIFF'S OFFICE	FUNDING	
1 Task Force Commander	Justice Assistance Grant	
1 Lieutenant	Snohomish County Sheriff	
1 Sergeant	Justice Assistance Grant	
1 Sergeant	Snohomish County Sheriff	
1 Detective	Snohomish County Sheriff	
1 Detective	Snohomish County Sheriff	
1 Detective	Snohomish County Sheriff	
1 Detective	Snohomish County Sheriff	
1 Detective	Snohomish County Sheriff	*VACANT*
1 Detective	Snohomish County Sheriff	*VACANT*
1 Gang Detective P/T	Snohomish County Sheriff	
1 Reserve Deputy	Snohomish County Sheriff	
1 Support Staff	Justice Assistance Grant	
1 Support Staff	Snohomish County Sheriff	

SNOHOMISH HEALTH DISTRICT	FUNDING

1 Local Health Officer	Snohomish Health District	
SNOHOMISH COUNTY PROSECUTOR'S OFFICE	**FUNDING**	
1 Deputy Prosecutor	Justice Assistance Grant	
1 Deputy Prosecutor	Snohomish County Prosecutor	
1 Support Staff	Snohomish County Sheriff	
1 Deputy Prosecutor	Snohomish County Prosecutor	
STATE OF WASHINGTON	**FUNDING**	
1 Detective	Washington State Patrol	
1 Case Worker	DSHS, Child Protective Services	
WA STATE GAMBLING COMMISSION	**FUNDING**	
1 Agent	Washington State	
WASHINGTON NATIONAL GUARD	**FUNDING**	
1 Intelligence Analyst	Washington National Guard	***VACANT***
BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES	**FUNDING**	
0.5 Agent	ATF	
0.5 Agent	ATF	
DRUG ENFORCEMENT AGENCY	**FUNDING**	
1 Agent	Drug Enforcement Agency	***VACANT***
IMMIGRATION AND CUSTOMS ENFORCEMENT	**FUNDING**	
1 Agent	Immigration And Customs Enforcement	***VACANT***
NAVAL CRIMINAL INTELLIGENCE SERVICE	**FUNDING**	
1 Agent	NCIS	

EXHIBIT B

Snohomish Regional Drug & Gang Task Force

Estimated Operating Budget for July 1, 2011 through June 30, 2012

	FEDERAL FUNDS	LOCAL MATCH		TOTAL
Salaries	177,428	139,466		316,894
Benefits	43,636	34,300		77,936
Contracted Services	54,080	42,420		96,500
Goods and Services	0	0		0
Travel	0	0		0
Training	2,750	2,250		5,000
Equipment	0	0		0
Confidential Funds	0	0		0
TOTALS	$277,894	$218,436	*	$491,759

* $168,964 from Local Matching Funds; $49,472 from Forfeited Assets Fund

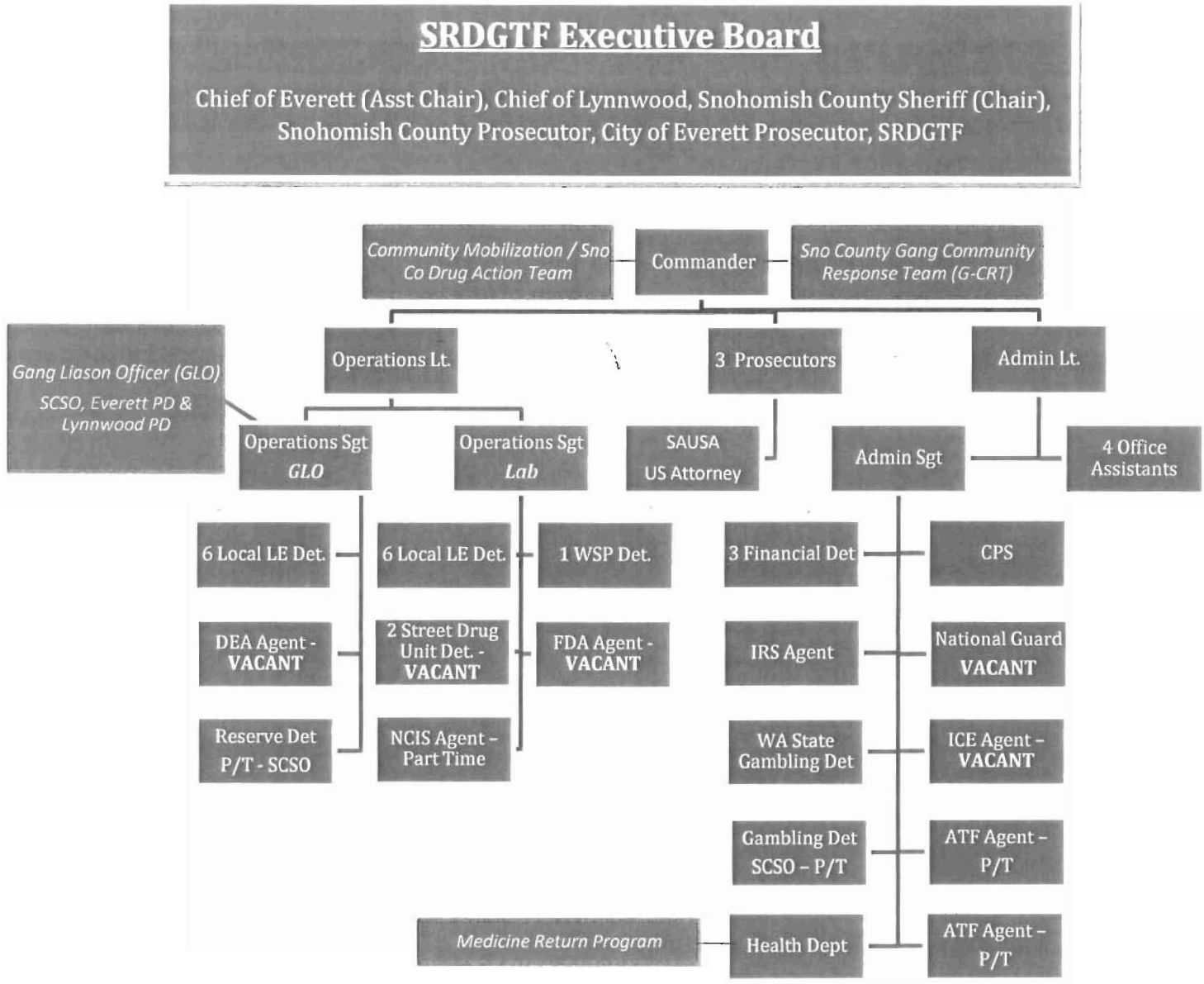
EXHIBIT C

Snohomish Regional Drug & Gang Task Force

Local Match Breakdowns for July 1, 2011 through June 30, 2012

JURISDICTION	POPULATION	PERCENTAGE	AMOUNT
Arlington	17,280	2.43%	$ 4,224.00
Bothell	16,140	2.27%	$ 3,945.00
Brier	6,490	0.91%	$ 1,586.00
Darrington	1,505	0.21%	$ 368.00
Edmonds	40,900	5.75%	$ 9,998.00
Everett	104,100	14.64%	$ 25,447.00
GoldBar	2,175	0.47%	$ 825.00
Granite Falls	3,375	0.48%	$ 809.00
Index	165	0.02%	$ 40.00
Lake Stevens	26,670	3.75%	$ 6,520.00
Lake Forest Park	-	-	$ -
Lynnwood	36,160	5.09%	$ 8,839.00
Marysville	58,040	8.16%	$ 14,188.00
Monroe	16,680	2.35%	$ 4,077.00
Mountlake Terrace	20,960	2.95%	$ 5,124.00
Mukilteo	20,150	2.83%	$ 4,926.00
Snohomish	9,320	1.31%	$ 2,278.00
Snohomish County	300,815	42.30%	$ 73,535.00
Stanwood	5,705	0.80%	$ 1,395.00
Sultan	4,570	0.64%	$ 1,117.00
DSHS, CPS	-	-	$ -
Sauk Suiattle Tribe	-	-	$ -
Snohomish Health District	-	-	$ -
Stillaguamish Tribe	-	-	$ -
Swinomish Tribe	-	-	$ -
Tulalip Tribes	-	-	$ -
Washington State Patrol	-	-	$ -
PARTICIPATING JURISDICTIONS' TOTALS:			$ 168,964

EXHIBIT D


SRDGTF Executive Board
Chief of Everett (Asst Chair), Chief of Lynnwood, Snohomish County Sheriff (Chair), Snohomish County Prosecutor, City of Everett Prosecutor, SRDGTF
Community Mobilization / Sno Co Drug Action Team
Commander
Sno County Gang Community Response Team (G-CRT)
Gang Liason Officer (GLO) SCSO, Everett PD & Lynnwood PD
Operations Lt.
3 Prosecutors
Admin Lt.
Operations Sgt GLO
Operations Sgt Lab
SAUSA US Attorney
Admin Sgt
4 Office Assistants
6 Local LE Det.
6 Local LE Det.
1 WSP Det.
3 Financial Det
CPS
DEA Agent - VACANT
2 Street Drug Unit Det. - VACANT
FDA Agent - VACANT
IRS Agent
National Guard VACANT
Reserve Det P/T - SCSO
NCIS Agent – Part Time
WA State Gambling Det
ICE Agent – VACANT
Gambling Det SCSO – P/T
ATF Agent – P/T
Medicine Return Program
Health Dept
ATF Agent – P/T

ATTEST:

APPROVED AT THE DIRECTION OF THE PARTICIPATING JURISDICTION:

_____ Dated _____

Title MAYOR Jurisdiction of City of Marysville

ATTEST:

_____

Jurisdiction Clerk Dated _____

APPROVED AS TO FORM:

_____

Jurisdiction Attorney Dated _____

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 9, 2011

AGENDA ITEM: Emberly Plat Extension PA 06069 (SnoCo PFN 05126627)	AGENDA SECTION: New Business
PREPARED BY: Chris Holland, Senior Planner	APPROVED BY:
ATTACHMENTS: 1. Letter from Martin Robinett, dated May 10, 2010 2. Notorized declaration, dated May 10, 2010 3. Hearing Examiner Decision, dated June 14, 2006 4. Preliminary subdivision plan 5. Section 20.12.120 MMC	MAYOR / CAO
BUDGET CODE:	AMOUNT:

DESCRIPTION:

Martin H. Robinett, manager of Emberly, LLC, submitted a plat extension request in accordance with Section 20.12.120 MMC. A one-time 36-month plat extension may be granted by the City Council if the applicant:

1. Files with the city council a sworn and notarized declaration that final subdivision approval will be delayed as a result of adverse market conditions and inability of the application to secure financing; and
2. Is current on all invoices for work performed by the department on the subdivision review.

A notarized declaration was submitted by the applicant (attached) and all invoices for construction plan review and construction inspection are current.

The 19-lot subdivision, located at 4313 116th Street NE, received preliminary approval from Snohomish County on June 14, 2006. The subdivision will expire on June 14, 2011. If an extension is granted by City Council, the subdivision would expire on ***June 14, 2014***.

RECOMMENDED ACTION:

Approve the one-time 36-month plat extension in accordance with Section 20.12.120 MMC, for the 19-lot subdivision, known as Emberly.

COUNCIL ACTION:

ROBINETT MANAGEMENT CO., LLC

3601 COLBY AVENUE
TELEPHONE: (425) 259 - 9000 EVERETT, WASHINGTON 98201 FACSIMILE: (425) 252 - 9256

May 10, 2010

Cheryl Dungan
Planning Manager
City of Marysville Community Development Department
80 Columbia Ave.
Marysville, WA 98270

Re: Preliminary Plat of Emberly
Project File Number: PA 06069

Dear Ms. Dungan:

Pursuant to MMC 20.12.120 I am requesting, a one time, 36 - month extension of the preliminary subdivision approval for Emberly issued on June 14, 2006.

Enclosed please find an extension fee check in the amount of $200.00, a signed declaration and a copy of the preliminary approval.

Very truly yours,

EMBERLY, LLC

Martin H. Robinett
Manager

MHR/gda

DECLARTION PURSUANT TO MMC 20.12.120

Martin H. Robinett being first duly sworn upon oath deposes and says:

1. That he is the Manager of Emberly, LLC, a Washington limited liability company, and authorized to make this declaration in its behalf.

2. That final short subdivision approval of the preliminary subdivision of Emberly, File No. PA 06069, will be delayed as a result of adverse market conditions and inability of the applicant (Emberly, LLC) to secure financing.

Martin H. Robinett

STATE OF WASHINGTON)
ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Martin H. Robinett is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of Emberly, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: May 10, 2010

RY L. McDUFFY NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 9-1-2010

Name: RY L. McDUFFY
NOTARY PUBLIC in and for the State of Washington, residing at EVERETT WA
My appointment expires: 9-1-2010

Snohomish County

Hearing Examiner's Office

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

Robert J. Backstein
Hearing Examiner

Ed Good
Deputy Hearing Examiner

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

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

BEFORE THE

SNOHOMISH COUNTY HEARING EXAMINER

DECISION of the DEPUTY HEARING EXAMINER

In the Matter of the Application of	)	
	)	**FILE NO. 05 126627**
EMBERLY, LLC	)	
	)	
Rezone from R-9,600 to R-8,400 and a 19-lot subdivision on 4.8 acres	)	

DATE OF DECISION: June 14, 2006

PLAT/PROJECT NAME: *Emberly*

DECISION (SUMMARY): The proposed rezone from the current R-9,600 to R-8,400 and the 19-lot subdivision are **CONDITIONALLY APPROVED**.

BASIC INFORMATION

GENERAL LOCATION: This project is located at 4613 116th Street NE, Marysville, Washington.

ACREAGE: 4.78

NUMBER OF LOTS: 19

DENSITY: 4.0 du/ac (gross)
5.1 du/ac (net)

ZONING: CURRENT: R-9,600
PROPOSED: R-8,400

COMPREHENSIVE PLAN DESIGNATION:

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

UTILITIES:
Water/Sewer: City of Marysville

SCHOOL DISTRICT: Marysville No. 25

FIRE DISTRICT: No. 12

SELECTED AGENCY RECOMMENDATIONS:

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

INTRODUCTION

The applicant filed the Master Application on October 27, 2005. (Exhibit 1)

The Department of Planning and Development Services (PDS) gave proper public notice of the open record hearing as required by the county code. (Exhibits 16, 17 and 18)

A SEPA determination was made on April 12, 2006. (Exhibit 15) No appeal was filed.

The Examiner held an open record hearing on May 31, 2006, the 69th day of the 120-day decision making period. Witnesses were sworn, testimony was presented and exhibits were entered at the hearing.

PUBLIC HEARING

The public hearing commenced on May 31, 2006 at 9:04 a.m.

1. The Examiner indicated that he has read the PDS staff report, reviewed the file and viewed the area and therefore had a general idea of the particular request involved.

2. The applicant, Emberly, LLC, was represented by Marty Robinett of Robinett Development. Snohomish County was represented by Bob Pemberson of the Department of Planning and Development Services and by Ann Goetz of the Department of Public Works. A contested issue concerns whether specific sidewalk segments must be provided by this applicant in order to meet the requirements of RCW 58.17 for safe walking by students to and from school.

3. No member of the general public participated by documentary evidence or by testimony.

The hearing concluded at 9:48 a.m.

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

FINDINGS, CONCLUSIONS AND DECISION

FINDINGS OF FACT

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

1. The master list of exhibits and witnesses which is a part of this file and which exhibits were considered by the Examiner is hereby made a part of this file as if set forth in full herein.

2. The PDS staff report has correctly analyzed the nature of the application, the issues of concern, the application's consistency with adopted codes and policies and land use regulations, and the State Environmental Policy Act (SEPA). That report is hereby adopted by the Examiner as if set forth in full herein unless otherwise stated below.

3-A. The only contested issue in this record is whether the applicant should be required, as recommended by the staff report to the Examiner, to (A) construct an offsite segment of a walkway to the intersection of 116th Street NE and 46th Avenue NE, which is the nearest Marysville School District bus stop location serving middle school and high school students and (B) to Marshall Elementary School at 4407-116th Street NE. Those walkways would require construction along the east side of 47th Avenue NE and the north side of 116th Street NE.

3-B. The applicant protests the requirement for the walkways described in Finding 3-A above, primarily on grounds that the applicant would have to acquire an easement from the owner of a parcel identified on the plat map as Parcel 1-024 in order to complete the sidewalk. The applicant argues that past Hearing Examiner decisions in Snohomish County have not made a proponent hostage to the purchase of such easement. Consequently, the applicant drafted revised language (Exhibit 30) for the staff's recommended condition, which revision would leave the sidewalk requirement "...to the satisfaction of the Marysville School district." That School District's response of November 9, 2005 (Exhibit 24) to a request for review of the subject plat reads, in part: "Provide a safe walking route to Marshall Elementary."

3-C. Testimony by Ann Goetz of Snohomish County's Department of Public Works establishes that, absent the contested sidewalk segments, school students would have to cross 116th Street NE, walk a short distance, then cross again, in order to remain on approved sidewalks whether proceeding to the north or to the south, and do that twice daily. In summary, without the recommended sidewalk, a student who resides in the proposed plat walking to and from Marshall Elementary School, for example, would have to walk across 116th Street NE four times each day.

4. The project would comply with park mitigation requirements under Chapter 30.66A SCC (Title 26A SCC) by the payment of $48.82 for each new single-family home.

5. The DPW reviewed the request with regard to traffic mitigation and road design standards. This review covered Title 13 SCC and Chapter 30.66B SCC (Title 26B SCC) as to road system capacity, concurrency, inadequate road conditions, frontage improvements, access and circulation, and dedication/deeding of right-of-way, state highway impacts, impacts on other streets and roads, and Transportation Demand Management. As a result of this review, the DPW has determined that the development is concurrent and has no objection to the requests subject to various conditions.

6. School mitigation requirements under Chapter 30.66C SCC (Title 26C SCC) have been reviewed and set forth in the conditions.

7. No streams, wetlands, steep slopes or other areas meeting Snohomish County definition of a critical area is known to exist on site.

8. The PDS Engineering Division has reviewed the concept of the proposed grading and drainage and recommends approval of the project subject to conditions, which would be imposed during full detailed drainage plan review pursuant to Chapter 30.63A SCC (Title 24 SCC).

9. The Snohomish County Health District has no objection to this proposal provided that public water and sewer are furnished.

10. Public water and sewer service will be furnished by the City of Marysville.

11. The property is designated Urban Low Density Residential (ULDR 4-6 du/ac) on the General Policy Plan (GPP) Future Land Use Map (FLUM) and is located within an Urban Growth Area (UGA). Land in this category may be developed at a density of 4-6 du/ac and one of the implementing zones is the R-8,400 zone which is the case here.

12. Chapter 30.42A covers rezoning requests and applies to site-specific rezone proposals that conform to the Comprehensive Plan. The decision criteria under SCC 30.42A.100 provides as follows:

> The hearing examiner may approve a rezone only when all the following criteria are met:
>
> (1) the proposal is consistent with the comprehensive plan;
> (2) The proposal bears a substantial relationship to the public health, safety, and welfare; and
> (3) Where applicable, minimum zoning criteria found in Chapters 30.31A through 30.31F SCC are met.
>
> It is the finding of the Examiner that the request meets these requirements generally and should be approved.

13. The request is consistent with Section 30.70.100 SCC (Section 32.50.100 SCC), which requires, pursuant to RCW 36.70B.040, that all project permit applications be consistent with the GMACP, and GMA-based county codes.

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

CONCLUSIONS OF LAW

1. The Examiner having fully reviewed the PDS staff report, hereby adopts said staff report as properly setting forth the issues, the land use requests, consistency with the existing regulations, policies, principles, conditions and their effect upon the request. It is therefore hereby adopted by the Examiner as a conclusion as if set forth in full herein, in order to avoid needless repetition. There are no changes to the recommendations of the staff report.

2. Specifically, there is no amendment by the Examiner of the staff's recommended Condition D. The amendment urged by the applicant's Exhibit 30 to eliminate specified sidewalk construction is not an amendment supported by the evidence of record. Further, although School District recommendations on such issues warrant substantial weight, RCW 58.17 does not authorize a County Council (or its delegate, the Hearing Examiner) to defer conditions of plat approval to a School District. The applicant knew or had reason to know at the time of purchase of the subject site that an easement would be needed in order to meet sidewalk requirements for students.

3. The Department of Public Works recommends that the request be approved as to traffic use subject to certain conditions.

4. The request is consistent with the (1) GMACP, GMA-based County codes, (2) the type and character of land use permitted on the site, (3) the permitted density, and(4) the applicable design and development standards.

5. The request is for a rezone and therefore must comply with Chapter 30.42A. This is a site specific rezone that conforms to the Comprehensive Plan and since no evidence was submitted contrary to the requirements of Chapter 30.42A, the application is presumed to meet those requirements.

6. The request should be approved subject to compliance by the applicant with the following preconditions and conditions:

CONDITIONS

A. The preliminary plat received by the Department of Planning and Development Services on March 23, 2006 (Exhibit 10A) shall be the approved plat configuration. Changes to the approved plat are governed by SCC 30.41A.330.

B. Prior to initiation of any further site work; and/or prior to issuance of any development/construction permits by the county:

   i. All site development work shall comply with the requirements of the plans and permits approved pursuant to Condition A, above.

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

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

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

   iii.

   $1,863.76 per lot for mitigation of impacts on county roads paid to the County,

   $2,020.00 lot for mitigation of impacts on the City of Marysville streets paid to the City,

   $209.68 per lot for mitigation of impacts on the City of Arlington streets paid to the City.

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

iv. On lots with more than one road frontage, county Engineering Design and Development Standards (EDDS) restricts lot access to the minor road, unless the PDS-Traffic grants a formal deviation.

D. Prior to recording of the final plat:

i. The developer shall pay the County $48.82 per new dwelling unit as mitigation for parks and recreation impacts in accordance with Chapter 30.66A SCC; provided, however, the developer may elect to postpone payment of the mitigation requirement until issuance of a building permit for that lot. The election to postpone payment shall be noted by a covenant placed on the face of the recorded plat and included in the deed for each affected lot within the subdivision.

ii. Urban standard frontage improvements shall be constructed along the property frontage with 116th Street NE unless bonding of improvements is allowed by PDS, in which case construction is required prior to any occupancy of the development. [SCC 30.66B.410]

iii. Construction of an offsite walkway to the nearest bus stop location for the middle and high school students as identified by the Marysville School District (currently the intersection of 116th Street NE and 46th Avenue NE), and to Marshall Elementary School at 4407 116th Street NE, must have been completed along a legal and the most direct route in any location where none exist. This would include the east side of 47th Avenue NE, and the north side of 116th Street NE.

iv. 47th Avenue NE shall have been constructed from 116th Street NE to the north property line of the development, to public road standards per EDDS, and deeded or dedicated as public right-of-way.

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

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

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

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

DECISION

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

The requests for a rezone from Residential-9,600 to Residential-8,400 and a 19-lot subdivision are hereby **CONDITIONALLY APPROVED**, subject to the conditions set forth in Conclusion No. 6 above.

Decision issued this 14th day of June, 2006.

Ed Good, Deputy Hearing Examiner

EXPLANATION OF RECONSIDERATION AND APPEAL PROCEDURES

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

Reconsideration

Any party of record may request reconsideration by the Examiner. A petition for reconsideration must be filed in writing with the Office of the Hearing Examiner, 2nd Floor, County Administration-East Building, 3000 Rockefeller Avenue, Everett, Washington, (Mailing Address: M/S #405, 3000 Rockefeller Avenue, Everett WA 98201) on or before **JUNE 26, 2006**. There is no fee for filing a petition for reconsideration. **"The petitioner for reconsideration shall mail or otherwise provide a copy of the petition for reconsideration to all parties of record on the date of filing." [SCC 30.72.065]**

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

The grounds for seeking reconsideration are limited to the following:

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

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

Appeal

An appeal to the County Council may be filed by any aggrieved party of record. Where the reconsideration process of SCC 30.72.065 has been invoked, no appeal may be filed until the reconsideration petition has been disposed of by the hearing examiner. An aggrieved party need not file a petition for reconsideration but may file an appeal directly to the County Council. If a petition for reconsideration is filed, issues subsequently raised by that party on appeal to the County Council shall be limited to those issues raised in the petition for reconsideration. Appeals shall be addressed to the Snohomish County Council but shall be filed in writing with the Department of Planning and Development Services, 2nd Floor, County Administration-East Building, 3000 Rockefeller Avenue, Everett, Washington (Mailing address: M/S #604, 3000 Rockefeller Avenue, Everett, WA 98201) on or before **JUNE 28, 2006** and shall be accompanied by a filing fee in the amount of five hundred dollars ($500.00); PROVIDED, that the filing fee shall not be charged to a department of the County or to other than the first appellant; and PROVIDED FURTHER, that the filing fee shall be refunded in any case where an appeal is dismissed without hearing because of untimely filing, lack of standing, lack of jurisdiction or other procedural defect. [SCC 30.72.070]

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

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

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

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

Staff Distribution:

Department of Planning and Development Services: Bob Pemberton
Department of Public Works: Ann Goetz

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

Parties of Record Register
05 126627 SD EMBERLY
HRG: 5/31/06
05126627 KW UPDATED 6/13/06(KD)

EMBERLY LLC
MARTY ROBINETT
3601 COLBY AVE
EVERETT WA 98201

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

STILLAGUAMISH TRIBE
VICTORIA YEAGER
PO BOX 277
ARLINGTON WA 98223-0277

SNOHOMISH HEALTH DIST
BRENT RAASINA
3020 RUCKER AVE SUITE 104
EVERETT WA 98201-3900

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

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

ARVID & MARY DORIS KRAFT
4613 116TH ST NE
MARYSVILLE WA 98271

MARYSVILLE SCH DIST
JOHN BINGHAM & JOSEPH LEGARE
4220 80TH ST NE
MARYSVILLE WA 98270-3498

CITY OF MARYSVILLE
S ROBERGE & D TAYLOR
80 COLUMBIA AVE
MARYSVILLE WA 98270

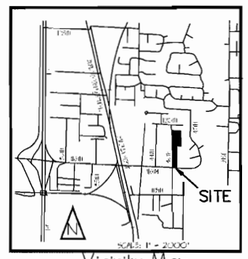
X-SOUND ENGINEERING
GEOFF TAPERT
1796 MAIN ST, S-201
FREELAND WA 98249

MINOR MODIFICATION

EMBERLY

S1/2, NE1/4, SECTION 9, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M.
CITY OF MARYSVILLE, STATE OF WASHINGTON

Vicinity Map



Drawing Revisions		
Issued	12/10/07	adj
Revised	5/5/08	adj

MINOR MODIFICATION OF EMBERLY
EMBERLY, LLC
3601 COLBY AVENUE, EVERETT, WA 98201 425.259.9000 FAX: 425.252.9256

URBAN DESIGN CONCEPTS, LLC
4509 INTERLAKE AVENUE N. #148, SEATTLE, WA 98103-6773
Phone: 206.794.9359 FAX: 206.297.6291 E-Mail: urbanconceptsllc@hotmail.com

Sheet
1 of 1

APPLICANT:

EMBERLY, LLC
3601 COLBY AVENUE
EVERETT, WA 98201
425.259.9000
FAX: 425.252.9256

CONTACT PERSON:

URBAN DESIGN CONCEPTS LLC
ATTN: ANGELA JONES
4509 INTERLAKE AVENUE N. #148
SEATTLE, WA 98103-6773
206.794.9359
FAX: 206.297.6291

CIVIL ENGINEER:

X-SOUND ENGINEERING
ATTN: GEOFF SIPMAN
P.O. BOX 1366
FREELAND, WA 98249
360.331.3183
FAX 360.331.7114

SURVEYOR:

A.S.E. & T., INC.
ATTN: JACK TURPIN PLS
22129 BOTHELL HWY
LYNNLEY, WA 98290-9764
360.221.6955

SITE DATA:

SITE ADDRESS: 4613 116th ST NE MARYSVILLE, WA 98271
TAX ACCOUNT NUMBERS: 30059000305000
EXISTING ZONING: R-9,600
PROPOSED ZOANING: R-7,200
PLAT AREA: 4.78 ACRES = 208,450 SF
NUMBER OF LOTS PROPOSED: 19
LOTS PER ACRE OF LAND: 19 LOTS / 4.78 ACRES = 3.97 LOTS / ACRE
AVERAGE SIZE OF LOTS: 8,528 SF.

CITY OF MARYSVILLE DENSITY CALCULATIONS:

GROSS PROJECT AREA	208,450 SF
LESS:	
FLOODPLAINS	0 SF
UTILITY EASEMENTS 50' OR OVER	0 SF
PUBLICLY OWNED COMMUNITY FACILITY LAND	0 SF
PUBLICLY OWNED RIGHT-OF-WAY / DEDICATION	40,660 SF
STORMWATER SET. FACILITY TRACTS / EASEMENTS	9,797 SF
PRIVATE ROADS AND / OR ACCESS EASEMENTS	0 SF
PARK PARCELS	0 SF
75% CAT. I & II WETLANDS, CRITICAL HABITAT, CLASS I & II STREAMS HIGH AND VERY HIGH GEOLOGIC HAZARD AND SEISMIC HAZARD AREAS.	0 SF
NET SITE AREA	162,053 SF (3.72 ACRES)
3.7 ACRES X 5.9 UNITS PER NET ACRE	13.6 UNITS
MAXIMUM UNITS ALLOWED	19 UNITS

SLOPE DETERMINATION / CALCULATION

SLOPE RANGE	0-14%	15-20%	20-25%	25-55%	55% OR >
AREA WITHIN	4.78 ACRES	0 ACRES	0 ACRES	0 ACRES	0 ACRES
PERCENTAGE OF TOTAL SITE	100%	0%	0%	0%	0%

NO LAND AREA GREATER THAN 15% SLOPE. SEC 30.41B.210 DOES NOT APPLY. SITE HAS LESS THAN 5 FEET OF GRADE CHANGE. NO CONTOURS SHOWN.

LOT SIZE AVERAGING CALCULATION

TOTAL AREA CONTAINED WITHIN LOTS
LOTS 1-19 = 162,053 SF
TRACT 999 (OPEN SPACE) = 9,797 SF
TOTAL = 167,790 SF / 19 (TOTAL NUMBER OF LOTS PROPOSED)

AVERAGE LOT SIZE = 8,831 SF

MINIMUM NET DENSITY CALCULATION

NET AREA = GROSS PLAT AREA LESS ROADS, CRITICAL AREAS (INCLUDING REQUIRED BUFFERS), DRAINAGE / RETENTION AREAS, DETENTION SWALES, AND AREAS REQUIRED FOR PUBLIC USE.

GROSS PLAT AREA	= 208,450 SF
LESS:	
ROAD AREA (PROPOSED ROADS)	= 36,650 SF
CRITICAL AREA & REQUIRED BUFFERS	= 0 SF
DRAINAGE DETENTION / RETENTION AREAS (TRACT 999)	= 9,797 SF
SWALES, DRAINAGE SWALES	= 0 SF
PUBLIC USE AREAS	= 0 SF
R/W DEDICATION	= 4,030 SF
NET AREA	= 162,053 SF (3.72 ACRES)

NET DENSITY = 19 LOTS 3.72 ACRES = 5.11 DU/ACRE

JACK W. TURPIN
STATE OF WASHINGTON
20428
REGISTERED PROFESSIONAL LAND SURVEYOR
EXPIRES 6/26/2008
05-05-08

BENCHMARK:

FND MON IN CASE INTERSECTION 46th AVE NE & 116th ST NE
ELEVATION = 74.50'

DATUM: NAVD 88

SCALE: 1" = 40'

LEGAL DESCRIPTION:

"THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 19, PINE MEADOWS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 42 OF PLATS, PAGE 230, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
THENCE NORTHERLY ALONG THE EAST LINE OF SAID PLAT TO THE SOUTH LINE OF THE NORTH 130 FEET OF SAID SOUTHWEST QUARTER OF NORTHEAST QUARTER;
THENCE SOUTH 88°06'56" EAST 266.88 FEET TO THE WEST LINE OF THE PLAT OF SHERWOOD FOREST, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 29 OF PLATS, PAGE 59, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
THENCE SOUTHERLY ALONG THE WEST LINE OF SAID PLAT TO THE NORTHEAST CORNER OF TRACT CONVEYED TO EDWIN A. CARLSON BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 2214858;
THENCE NORTH 89° 24' 08" WEST 132.03 FEET;
THENCE SOUTH 02° 25' 56" EAST 660.90 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF NORTHEAST QUARTER;
THENCE NORTH 89° 24' 28" WEST ALONG SAID SOUTH LINE TO A POINT SOUTH 1° 41' 45" EAST FROM THE TRUE POINT OF BEGINNING, BEING THE SOUTHWEST CORNER OF TRACT CONVEYED TO EARL D. HAMILTON BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 2145047;
THENCE NORTH 1° 41' 45" WEST ALONG THE EAST LINE OF SAID TRACT AND THE EAST LINE OF TRACT CONVEYED TO HAROLD A. WAADE BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 2145046 TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

20.12.120 Limitations on approval.

Final subdivision approval must be acquired within five years of preliminary approval, after which time the preliminary subdivision approval is void. The five-year time frame shall commence from the effective date of the decision approving the subdivision. An extension may be granted by the city council for one year if the applicant has attempted in good faith to submit the final plat within the five-year time period; provided, however, the applicant must file a written request with the city council requesting the extension at least 30 days before expiration of the five-year period.

Exception: Effective until December 31, 2011, a one-time, 36-month time extension, minus any previously approved time extension, may be granted by the city council for any unexpired preliminary plat approved prior to December 31, 2007, if the applicant or successor:

(1) Files with the city council a sworn and notarized declaration that final subdivision approval will be delayed as a result of adverse market conditions and inability of the applicant to secure financing; and

(2) Is current on all invoices for work performed by the department on the subdivision review. (Ord. 2784 § 4, 2009; Ord. 2527 § 1, 2004; Ord. 2090, 1996; Ord. 1986, 1994).

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 9, 2011

AGENDA ITEM: Agreement for the Installation and Use of Electronic Permit and Project Database Software System between CRW Systems, Inc., and City of Marysville	AGENDA SECTION: Legal	
PREPARED BY: Gloria Hirashima, Chief Administrative Officer	AGENDA NUMBER:	
ATTACHMENTS 1. Agreement	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

The proposed agreement establishes an agreement for the installation and use of an electronic permit and project database system for the Community Development (CD) Department and other City users. The City's current permit software system was purchased in the mid-1990's. That system no longer meets the City's needs and does not have online application capability for users.

CD staff advertised for requests for proposals for permitting system software and reviewed all proposals. The top candidates demonstrated their systems for all staff that would utilize the system including Community Development, Fire Marshal staff, and Public Works Engineering. CRW Systems was selected by the permitting staff.

The City issues thousands of permits on its software system. For example, in 2010 the City issued 2057 total permits. Many of these are electrical permits which can be over the counter permits. Many applicants are anxious for the city to have online application capability as that would provide time and cost savings for applicants and city staff. Applicants could then submit online and receive their permits online instead of having to conduct their transactions at our offices. The software also provides online access for inspection staff. This would enable our inspectors to input their data directly to the system software, instead of taking field notes, and then reentering them into the system at the office.

RECOMMENDED ACTION: Authorize Mayor to sign agreement with CRW Systems, Inc.
COUNCIL ACTION:

AGREEMENT

FOR THE INSTALLATION AND USE OF

ELECTRONIC PERMIT AND PROJECT DATABASE SOFTWARE SYSTEM

This Agreement is entered into this _____ day of _____, ____, by and between CITY OF MARYSVILLE, WASHINGTON, (hereinafter "CLIENT") and CRW SYSTEMS, INC., (hereafter "CRW") for the installation of a permit and code enforcement software, and other services, as specifically provided herein (hereafter referred to as "the Project").

IN CONSIDERATION of the covenants as set forth in this Agreement, CLIENT and CRW agree as follows:

A. SCOPE OF SERVICES / SCOPE OF WORK

A.1. PROJECT DESCRIPTION:

The Project is more specifically defined as follows: Installation of an automated permit management, project tracking, code enforcement software system, and related subsystems.

A.2. AGREEMENT CONTENTS:

This Agreement includes the following Exhibits:

Exhibit A.	Project Scope of Work.
Exhibit B.	Project Milestone and Payment Schedule.
Exhibit C.	Project Cost Summary
Exhibit D.	Software License
Exhibit E.	System Acceptance Testing
Exhibit F.	Software Escrow Agreement

A.3. COMMENCEMENT DATE:

A.3.1. The commencement date for the services to be provided by CRW shall be the date upon which CRW is in receipt of all of the following: (a) a fully executed original of this Agreement, (b) written notice to proceed provided by CLIENT. CRW shall not be obligated to perform any work pursuant to the Project, including labor or materials, prior to the commencement date as defined herein.

A.3.2. A Scope of Work, with itemized pricing of various items associated with the Project is attached hereto as Exhibits A and B, and incorporated herein by this reference. Subject to CLIENT'S duties and responsibilities provided in Section C, the time periods set forth in Exhibits A and B shall be adhered to. The time periods indicated are provided as a general understanding of the estimated time period in which various Project items will be completed. It is not intended to impose strict deadlines for completion of all or any part of the work.

A.2.3. The time schedule provided in Exhibit A, Scope of Work, is based in large part on the assumption that CLIENT will provide all necessary information to CRW in a timely manner in accordance with Section C of this Agreement.

B. DUTIES AND RESPONSIBILITIES OF CRW

B.1. SCOPE OF WORK:

B.1.1. After the commencement date, CRW shall perform the following services:

(1) Install Permit Management, Code Enforcement, and Project Tracking software.
(2) Provide data conversion of CLIENT'S existing data and incorporate data into CRW system.
(3) Provide hands-on, Administrator Training, as specifically provided herein.
(4) Provide on-site, hands-on, User Training, as specifically provided herein.
(5) Provide remote access support during Annual Maintenance period. CLIENT to provide local workstation with remote connection and appropriate remote access software.

B.1.2. CRW shall install software and provide all services in a workmanlike manner in accordance with the Scope of Work, subject to the terms and conditions as stated in the Agreement. Any additional services

must be evidenced by a written modification of this Agreement, or change request pursuant to Section C of the Agreement. Services to be provided do not include hardware.

B.2. MAINTENANCE AND SUPPORT:

CRW shall provide the following maintenance and support services to CLIENT immediately following completion of System Acceptance Testing. Annual Maintenance and Technical Support fees are payable upon System Acceptance, and are renewable on the anniversary date of this contract.

B.2.1. TRAKiT software modifications to correct bugs or errors that are reported to CRW by CLIENT.

B.2.2. TRAKiT software updates that are posted from time to time by CRW on web site (www.crw.com/support/customer_support). Updates may be downloaded and installed by CLIENT onto CLIENT's network.

B.2.3. Technical support via telephone. CRW reserves the right to restrict phone access to CLIENT-designated System Administrators. Toll-free phone access is provided by CRW (888-279-2043).

B.2.4. Technical support via web form on CRW web site (www.crw.com/support).

B.2.5. TRAKiT Software enhancement requests may be submitted by CLIENT to CRW. Enhancement requests will be reviewed by CRW and may be incorporated into future releases. CLIENT understands that submittal of enhancement request does not obligate CRW to provide software modification.

B.2.6. CLIENT may register for and enroll in CRW training classes for System Administrators or Users. Registration fees may vary from time to time.

B.3. NOT RESPONSIBLE FOR DAMAGES DUE TO UNFORESEEN DELAYS:

Neither CLIENT nor CRW shall be responsible for any damages resulting from delays outside of its reasonable control, including, but not limited to, (a) failure of CLIENT to furnish timely information; (b) failure of CLIENT to approve or disapprove of CRW's work, and/or (c) strikes, lockouts, accidents, or acts of GOD.

C. DUTIES & RESPONSIBILITIES OF CLIENT

C.1. INFORMATION TO BE PROVIDED BY CLIENT:

C.1.1. CLIENT will provide all information necessary for CRW to establish the permit software control files, including but not limited to:

(1) Current valuation and fee structures.

(2) Current Permit, Project and Case types designations and categories.

(3) Examples of all current reports used by the CLIENT relating to permit management.

(4) Any exceptions to the typical permit process, or any special permit processing requirements.

C.1.2. The CLIENT will provide CRW with access to CLIENT workstations and disk space for installation of the software.

C.1.3. The CLIENT will ensure and provide that staff who will be trained in the use of CRW software will have sufficient basic knowledge of permit processing and MS-Windows functions.

C.2. CLIENT COOPERATION:

C.2.1. CLIENT understands that timely completion of the Project is dependent in significant part upon the timely cooperation of CLIENT in providing information to CRW necessary to complete the project, including, but not limited to: (a) Data obtained from CLIENT'S present system to be incorporated into the new CRW system; and (b) information relative to desired permit forms to be incorporated into the CRW system.

D. COMPENSATION

D.1. CRW COMPENSATION & FEES:

CLIENT agrees to compensate CRW for professional services rendered under this Agreement for the total contract price of **$134,750 [One Hundred Thirty-Four Thousand, Seven Hundred and Fifty Dollars]**, which amount shall include all labor and materials associated with this Project as specified in Exhibit C "Project Cost Summary". Total Contract Price does not include any changes to the work as may be requested by CLIENT and incorporated into the project pursuant to a written request by CLIENT as provided in section E of this Agreement.

Sales, Use, Excise, or any State or Local taxes and/or licenses which may apply to this project are the responsibility of CLIENT.

D.2. TERMS OF COMPENSATION:

CRW will submit invoices for work performed according to the payment schedule shown in Exhibit B "Project Milestone and Payment Schedule." Project cost is divided into five (5) payments, each of which is due and payable upon completion of the preceding milestone step. CLIENT agrees to notify CRW of any disputed invoice within 5 business days of receipt of such invoice. Failure of CLIENT to pay undisputed invoices within 30 days of receipt will subject CLIENT to a late payment fee computed at a periodic rate of 1.0% per month of the amount past due, representing an annual percentage rate of 12%, which late fee shall be applied to any unpaid balance.

E. CHANGES AND ADDITIONS TO THE WORK

E.1 REQUIREMENTS OF WRITTEN CHANGE ORDERS:

CLIENT may request CRW to perform additional services not covered by the specific Scope of Work as set forth in Exhibit A of this Agreement. Any such requests shall be submitted in writing, and shall be signed by the CLIENT Representative, as identified in I.1.1 of this Agreement, and an authorized representative of CRW. Such signed requests shall include (a) a description of the additional services to be performed, and (b) the agreed upon price for such services. Any such requests signed by the CLIENT Representative, or other authorized agent of CLIENT, shall be deemed authorized by CLIENT and shall bind CLIENT to its terms.

E.2. PAYMENT FOR ADDITIONAL WORK:

Any such additional work performed by CRW shall be added to the contract price and billed in accordance with the "Project Cost Summary" as outlined in Exhibit D of this Agreement. CRW will not commence any additional services for the CLIENT until written authorization has been given by CLIENT and approved by CRW, as provided above.

F. INDEMNIFICATION AND INSURANCE

F.1. INDEMNIFICATION:

F.1.1. CRW shall indemnify, defend and hold harmless CLIENT from and against any claims, based upon infringement of any United States copyright trademark or patent by the Software. CLIENT agrees to notify CRW of any such claim promptly in writing. CLIENT agrees to cooperate fully with CRW during such proceedings. CRW shall defend at its sole expense all proceedings arising out of the foregoing. In the event of such infringement, CRW may replace, in whole or in part, Software with a substantially compatible and functionally equivalent computer program or modify Software to avoid the infringement.

F.2. INSURANCE:

CRW, shall at CRW's own expense, purchase, maintain and keep in force during the term of this Agreement (unless otherwise stated below) such insurance as set forth below. All insurance policies provided under this Agreement shall be written on an "occurrence" basis. The insurance requirements shall remain in effect throughout the term of this Agreement.

F.2.1. Worker's Compensation as required by law, Employers Liability Insurance of not less than $100,000.00 for each accident, $100,000.00 disease-each employee, $500,000.00 disease-policy limit.

F.2.2. Commercial General Liability Insurance - $1,000,000.00 Limit

F.2.3. Professional Liability Insurance - $1,000,000.00 Limit. Professional Liability insurance will be in force for twelve (12) months from commencement date. Professional Liability insurance shall apply to services performed by CRW staff only. Professional Liability insurance shall not apply to third-party services or services of subcontractors.

F.2.4. All policies are to be written through companies duly approved to transact that class of insurance in the State of Washington.

F.2.5. Insurance is to be placed with carriers with a Best rating of A:VII or better.

F.2.6. CRW hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against CLIENT, it being the intention that the

insurance policies shall protect all parties to the Contract and be primary coverage for all losses covered by the policies.

F.3. PROOF OF INSURANCE:

Exhibit G contains a Certificate of Insurance for Items F.2 above as proof that said insurance is in full force as of the date of this Agreement. Additionally, CRW shall deliver to CLIENT an updated Certificate of Insurance for Items F.2 with every invoice submitted during the term of this Agreement.

CLIENT, its officers and agents, shall be endorsed as an additional insured under CRW's General Liability Insurance.

CRW will not modify or cancel its General Liability Insurance without written notification and approval from the CLIENT.

G. TERMINATION

G.1. TERMINATION OF AGREEMENT

G.1.1. This Agreement may be terminated by CLIENT at any time, with or without cause, upon written notice to CRW. Notwithstanding the date of such notice, termination shall be effective upon receipt by CRW of such notice of termination. In the event of termination by CLIENT, CLIENT shall pay CRW for all services and materials provided to CLIENT pursuant to this Agreement up to and including the date of receipt by CRW of notice of termination.

G.1.2. In the event CLIENT terminates this Agreement, the CLIENT agrees to immediately return all source code or other materials provided to CLIENT by CRW, and to destroy, erase, and purge all software provided by CRW from any and all CLIENT computers.

G.1.3. Within 30 days of termination CLIENT agrees to provide CRW with written confirmation that all CRW software has been destroyed. Within its sole discretion, and upon reasonable notice to CLIENT, CRW shall have the right to verify that CRW software has in fact been removed or destroyed by personal inspection of CLIENT computers.

G.1.4. Any use by CLIENT of any CRW software after termination of this agreement by CLIENT without the express written authorization of CRW shall be a breach of this agreement and subject CLIENT to substantial damages.

H. OWNERSHIP OF DOCUMENTS

H.1. OWNERSHIP OF DOCUMENTS:

H.1.1. All plans, specifications, reports, and other design documents prepared by CRW pursuant to this Agreement shall become property of CLIENT only after completion of the Project.

H.1.2. All source code for computer programs or modifications to programs, which are produced pursuant to this Agreement shall be deemed, and remain, the intellectual property of CRW and are protected under the copyright, patent, or other laws, of the United States as well as other jurisdictions where such programs are being used.

H.1.3. CLIENT agrees to respect CRW's purported ownership of any such proprietary rights which may exist, including patent, copyright, trade secret, trademark and other proprietary rights, in and to Software and any corrections, bug fixes, enhancements, updates or other modifications, including custom modifications, to Software, whether made by CRW or any third party. Under no circumstances shall CLIENT sell, license, publish, display, distribute or otherwise transfer to a third party Software or any copy thereof, in whole or in part, without CRW 's prior written consent.

H.2. SOURCE CODE ESCROW:

H.2.1. CRW shall maintain a software escrow account, as described in Exhibit F. A copy of the latest source code for the software being installed by CRW pursuant to this Agreement shall be deposited in this escrow account.

H.2.2. CRW will pay the entire cost of this source code escrow account.

H.2.3. CLIENT will be registered as a Registered Beneficiary of the Software Escrow Agreement, as defined in Exhibit F.

I. COMMUNICATION THROUGH CLIENT / CRW DESIGNATED REPRESENTATIVES

All communication relating to project status shall be exchanged between a designated representative of the CLIENT and a designated representative of CRW as identified below.

I.1. DESIGNATED CONTRACT REPRESENTATIVES:

I.1.1. The designated representative of CLIENT and CRW Systems is as follows:

CLIENT	CRW
Gloria Hirashima	Christopher R. Wuerz, P.E.
Chief Administrative Officer, City of Marysville	President, CRW Systems, Inc.
80 Columbia Ave.	16980 Via Tazon, Suite 320
Marysville, WA 98270	San Diego, CA 92127
Phone: 360-363-8088	Phone: (858) 451-3030
Fax: 360-363-8040	Fax: (858) 451-3870
Email: ghirashima@marysvillewa.gov	Email: chris@crw.com

I.1.2. If the designated representative or address of either party changes during the term of this Agreement, a written notice shall be given to the other party prior to the effective date of change.

I.2 DESIGNATED SYSTEM ADMINISTRATOR:

I.2.1. The CLIENT Representative shall identify and designate System Administrators. All communication related to day-to-day operations of the system, including system maintenance, systems problems and/or troubleshooting, shall be made to CRW only through either the designated representative of CLIENT as identified in I.1.1 above, or the System Administrators as identified below.

I.2.2. The System Administrators shall participate in all training sessions conducted by CRW as required by this Agreement, and shall become fully knowledgeable and competent to use all aspects of the system software. (It is highly recommended that the designated System Administrators be someone with experience and competence with personal computers.)

I.2.3. The System Administrator for CLIENT is designated as follows:
Name: TBD

J. MISCELLANEOUS GENERAL PROVISIONS

J.1. LICENSES:

CRW shall obtain and maintain all business licenses as may be required by law.

J.2. STATUS OF CRW AS CONSULTANT:

Throughout the term of this Agreement, CRW, its employees, subcontractors, consultants, and agents shall be considered as an independent contractor(s). Nothing in this Agreement shall be interpreted to imply an employee-employer relationship between CLIENT and CRW.

J.3. MEDIATION OF DISPUTES:

Prior to the commencement of any litigation arising out of this Agreement, both CRW and CLIENT agree to participate in good faith in non-binding mediation of any dispute or claim, which remains unresolved after informal discussions. Both CRW and CLIENT shall negotiate in good faith to select a qualified mediator.

J.4. ATTORNEY'S FEES:

In the event that any legal proceeding is instituted by either CRW or CLIENT to enforce the terms of this Agreement or to determine the rights of CRW or CLIENT, the prevailing party in said legal proceeding shall be entitled to recover its reasonable costs and attorney's fees.

J.5. APPLICABLE LAW:

This Agreement, its interpretation and all work performed thereunder shall be governed by the laws of the State of Washington. Venue for the enforcement of this agreement shall lie exclusively in Snohomish County, Washington.

All claims, disputes, and other matters in question arising out of, or relating to, this agreement or the breach thereof shall be resolved in the Court of Snohomish County, Washington, and all parties hereto specifically waive any "venue privilege" they may have in any other jurisdiction.

J.6. BINDING ON SUCCESSORS:

All the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

J.7. DUE AUTHORITY:

CLIENT represents and warrants that the person executing this Agreement on behalf of CLIENT is an agent of CLIENT and has full and complete authority to execute this Agreement and enter into the terms and covenants provided herein, and has been designated by CLIENT to execute this Agreement on behalf of CLIENT.

CRW represents and warrants that the person executing this Agreement on behalf of CRW is an agent of CRW and has full and complete authority to execute this Agreement and enter into the terms and covenants provided herein, and have been designated by CRW to execute this Agreement on behalf of CRW.

J.8. WARRANTY ON TITLE:

CRW warrants that it has good title and all proprietary rights to the Software to enable it to license its use to CLIENT free of any proprietary rights of any other party or any other encumbrance.

J.9. APPLICATION SOFTWARE WARRANTY:

CRW warrants that its Software will perform in the manner described in the Agreement documents including CRW's Proposal for a Electronic Permit and Project Database Software System dated January 7, 2011, hereby incorporated by reference as if fully contained herein and any other written user documentation for the version installed. This Warranty shall commence upon date of acceptance by CLIENT as defined by Exhibit E attached hereto.

J.10 SERVICES WARRANTY:

CRW warrants that the services provided hereunder shall be executed in a correct and competent manner consistent with the professional standards of the industry. Any error or defect in the services provided hereunder shall be corrected by CRW at no additional cost to the CLIENT.

J.11. ENTIRE AGREEMENT:

This Agreement contains the entire understanding and agreement between CRW and CLIENT. Any prior agreements, promises, proposals, negotiations or representations—oral or written—not expressly set forth herein shall be of no force or effect. In the event of a conflict between the terms and conditions of this Agreement and any document incorporated by reference, the terms and conditions of this Agreement shall prevail. This Agreement may be modified or amended only by written agreement signed by both CRW and the CLIENT.

J.12. AGREEMENT AS OFFER:

This Agreement shall be valid only if it is signed by both CLIENT and CRW, and a signed original has been received by both parties on or before May 31, 2011.

CITY OF MARYSVILLE, WA	CRW SYSTEMS, INC.
Dated: _____	Dated: _____
By: _____ Jon Nehring, Mayor	By: _____ Christopher R. Wuerz, President

EXHIBIT A

PROJECT SCOPE OF WORK

Upon receipt of a written Notice to Proceed from CLIENT, CRW shall perform the following services:

A. On-Site attendance and participation in project meetings.

Meetings: Project kick-off meeting; software installation; database installation; project implementation meetings.

On Site Days: CLIENT changes to scheduled travel days within 14 days of project schedule may incur increased travel expenses.

B. Deliver computer software (TRAKiT) and database structures for SQL/Server database.

Deliverable: CD containing computer software; installation instructions; services to install software on CLIENT network and up to three workstations; services to train CLIENT IT staff for installation of remaining CLIENT workstations; services to install SQL/Server database and tables.

B.1. Provide eTRAKiT modules for web-based permit processing.

Deliverable: ASP and HTML pages (source code) to provide the following functions:

(1) Purchase & print permits
(2) Request inspections
(3) Review inspection status and comments
(4) Pay fees
(5) Show plan status
(6) Search general license information
(7) Assign appropriate inspectors
(8) Create user logins
(9) Inspector login to change/input results

B.2. Provide MobileTRAK module for field-ready Laptop Sync interface.

Deliverable: TRAKiT module for interface to either field-ready laptop/tabletPC.

C. Provide software training.

Deliverable: Provide System Administrator training for one (1) CLIENT staff during scheduled training at CRW designated facilities.

Deliverable: Provide Report Writing training for one (1) CLIENT staff during scheduled training at CRW designated facilities.

Deliverable: Conduct three (3) days of on-site, hands-on System Acceptance training at CLIENT office. Class size is limited to eight (8) students per day.

Deliverable: Conduct three (3) days of on-site, hands-on End User training at CLIENT office. Class size is limited to eight (8) students per day.

CRW to provide workstations (laptops) and networked server for all on-site classes. CLIENT to provide classroom space at CLIENT facilities.

D. Provide Project Implementation services.

Deliverable: Provide standard (ICC or other) Valuation tables; develop custom valuations and fee formulas as directed by CLIENT staff, using information provided by CLIENT.

Deliverable: Installation of permit forms, fee tables and valuations tables in TRAKiT database.

Deliverable: Data import specification (using standard TRAKiT import function) for monthly updates of assessor records.

CLIENT to provide information regarding fee formulas, usage, permit, project, and code forms.

CLIENT agrees to provide all necessary custom report and custom form definitions to CRW within thirty (30) days of project commencement date.

E. Provide Twelve (12) months technical support and software updates/upgrades.

Applies to: TRAKiT software.

EXHIBIT B

PROJECT MILESTONE AND PAYMENT SCHEDULE

Task	Client Responsibilities	CRW Responsibilities	Target Date
1. **Contract Execution / Notice to Proceed**	Client signs contract and provides Notice to Proceed.	CRW signs final contract.	TBD
2. **Review Project Milestone Dates & Deliver Project Workbook**	Client reviews and sets Project Milestone dates with CRW.	CRW & Client review Project Milestone dates; CRW delivers electronic copies of Workbook.	TBD
3. **Confirm Hardware & Required Systems**	Client provides confirmation that all required hardware, servers, database systems, and related components are ready.	CRW reviews hardware specifications with Client; CRW confirms remote access.	TBD
4. **Software Installation**	Client provides remote access to servers.	CRW installs all TRAKiT software on Client servers.	TBD
5. **First Payment Due** $63,500	Customer provides 1st payment for software licensing.		TBD
6. **GIS Consultation**	Client conducts meeting with CRW to discuss the conversion process and delivery expectations of GIS data.	CRW offers suggestions to ensure expected delivery is achieved.	TBD
7. **Kick-Off Meeting**	Client attends and participates in Kick-Off Meeting; Client prepares first extract of data to be converted.	CRW conducts Kick-Off meeting onsite.	TBD
8. **Source Data List & Initial Data Extract Due**	Client submits list of all sources of data to be converted; including file type, name, and format.	CRW provides FTP access for uploading al source files. CRW reviews source data with Client.	TBD
9. **Screenshots of Existing Software**	Client provides screenshots of existing software that relate to the data conversion process.	CRW reviews screenshots and begins mapping of data; CRW prepares data mapping document to submit to Client.	TBD
10. **Delivery of Geodatabase**	Client uploads geodatabase onto CRW's FTP site for data mapping.	CRW begins mapping the source tables to the TRAKiT structure.	TBD
11. **Business Process Review Meeting**	Client provides information and participates in preliminary business process discussion.	CRW assists the Client with Project Workbook and identifies process adaptation.	TBD
12. **Data Mapping Document**	Client to review data mapping document provided by CRW.	CRW to submit data mapping document for Client approval.	TBD
13. **Workbook / Data Collection Meeting**	Client provides completed Workbooks and copies of needed forms/reports; Client attends department meetings to offer insight into workflow; Client provides complete set of source data for conversion.	CRW collects Client responses to Workbooks; CRW conducts Department meetings to ensure understanding of responses and discuss procedural needs; CRW reviews data to convert with Client.	TBD
14. **Data Mapping Signoff**	Client approves data mapping document after a review with CRW's data conversion specialist.	CRW to provide data mapping documents, layouts, and explanations.	TBD
15. **System Configuration**	Client participates and provides additional information as needed	CRW configures system according to Workbook	TBD

Task	Client Responsibilities	CRW Responsibilities	Target Date
	by CRW.	responses and meeting discussions; CRW converts historical data; CRW creates/customizes reports and/or forms (e.g. Permit Form).	
16. Initial Delivery	Client will attend the demonstration of the delivery.	CRW installs and demonstrates configured system.	TBD
17. Second Payment Due $16,812.50	Customer provides 2nd payment for services.		TBD
18. System Acceptance Users Trained	Client will provide meeting space and provide up to eight (8) staff for training.	CRW provides training materials and laptops with initial system configuration.	TBD
19. System Acceptance Testing Begins	Client "System Acceptance" Users verify accuracy and placement of converted data, forms & reports; Client tests software configuration; Client tests program interfaces; Client tests software customizations; Client notifies CRW of desired changes.	CRW receives change requests from Client and makes necessary revisions.	TBD
20. Initial Delivery Revisions	Client delivers revision list to CRW.	CRW receives review comments from Client and begins adjusting configured system.	TBD
21. Revised Delivery	Client continues review of system.	CRW delivers revisions to Client.	TBD
22. System Acceptance Testing Review	Client reviews data with project manager via remote sessions.	CRW schedules weekly remote meetings with each department to review system configuration.	TBD
23. Third Payment Due $16,812.50	Customer provides 3rd payment for services.		TBD
24. Final Revisions List	Client delivers final revision list to CRW.	CRW receives review comments from Client and makes final adjustments.	TBD
25. System Acceptance Testing Review	Client reviews data with project manager via remote sessions.	CRW schedules weekly remote meetings with each department to review system configuration.	TBD
26. Final Delivery		CRW installs modified system.	TBD
27. System Acceptance Testing Ends	Client approves final system before User Training commences.		TBD
28. Fourth Payment Due $16,812.50	Client provides 4th payment for services.		TBD
29. End User Training	Client provides meeting space for up to eight (8) staff.	CRW provides training materials and laptops with configured system.	TBD
30. Transition to Live	Client provides final extract of historical data to CRW.	CRW converts data and loads onto Client's server.	TBD
31. Go Live	Client Goes Live with TRAKiT.	CRW provides Go-Live support onsite.	TBD
32. Final Payment $16,812.50	Client provides final payment.		TBD

Task	Client Responsibilities	CRW Responsibilities	Target Date
**** System Administrator / Report Writing Training**	Client provides System Administrators for training at a remote location.	CRW trains Client staff at any of the following locations & dates.	Date and location to be determined based on availability.

Target dates on this schedule are intended to reflect projected completion dates for the respective milestone.

EXHIBIT C

PROJECT COST SUMMARY

A. Software & Licensing Fees					
LandTRAK, TRAKiT GIS (ArcObjects version)	$ 0	-	module		
PermitTRAK	$ 7,500	-	module		
ProjectTRAK	$ 7,500	-	module		
AEC TRAK	$ 0	-	module		
CodeTRAK	$ 7,500	-	module		
MobileTRAK (LaptopSync) – unlimited users	$ 10,000	-	module		
eTRAKiT	$ 15,000	-	module		
End-User Licensing (concurrent)	$ 12,000	-	6	users	
Sub-total:					**$ 59,500**
B. Implementation & Project Management					
System Configuration	$ 6,750	-	9	class. types	
Control Tables Setup	$ 10,000				
MobileTRAK Configuration	$ 2,500				
eTRAKiT Configuration	$ 5,000				
TRAKiT System Installation – Support	$ 1,500	-	1	remote day	
Kick-off Meeting	$ 2,500	-	1	day	
Business Process Review (BPR Meeting)	$ 2,500	-	1	day	
Project Meetings (on-site)	$ 7,500	-	3	days	
CRW Go-Live Support	$ 2,500	-	1	days	
Sub-total:					**$ 40,750**
C. Data Conversion					
Assessor, GIS *import (batch update)*	$ 5,000	-	Assessor/GIS sync		
Sub-total:					**$ 5,000**
D. Training Services					
End User Training	$ 7,500	-	3	days	
System Acceptance Training	$ 7,500	-	2	days	
System Admin/Report Writing Training	$ 1,500	-	1	seat	
Sub-total:					**$ 16,500**
E. Travel & Expenses					**$ 9,000**
F. Contingencies / Customizations					
Financial System Integration	$ -	-	None Requested		
Custom Reports	$ -	-	0	reports	
Custom Forms	$ -	-	0	forms	
Custom Scripts	$ -	-	0	scripts	
Sub-total:					**$ 0**
Total of TRAKiT Installation:					**$ 130,750**

					Annual Maintenance**
TRAKiT Annual Maintenance Fee – Year 1	$ 12,700	-	6	users	
TRAKiT Annual Maintenance Fee – Year 2	$ 12,700	-	6	users	
TRAKiT Annual Maintenance Fee – Year 3	$ 13,385	-	6	users	
TRAKiT Annual Maintenance Fee – Year 4	$ 13,385	-	6	users	
TRAKiT Annual Maintenance Fee – Year 5	$ 14,104	-	6	users	

** Annual Maintenance and Technical Support fees are payable upon System Acceptance, and are renewable on the anniversary date of System Acceptance.

Optional Items available to CLIENT:

Data Conversion Services Includes data conversion services from the City's current PermitsPlus system for Permit & Inspection records, Planning Projects and Code Enforcement data.	**$ 15,000**
eMarkup module Allows up to 5 concurrent users to markup, redline, and comment on electronic plans. Additional users can be added for $2,000/user. Maintenance fees for all licensing costs will be 20% of the total license fee.	**$ 30,000**

The CLIENT, at its sole discretion, may select or decline each of the above optional items at the quoted price individually prior to one (1) year from the original date of this contract. The completion time for optional items will be mutually agreed upon by CRW and the CLIENT at time of selection by CLIENT of any of the above optional items.

EXHIBIT D

SOFTWARE LICENSE AGREEMENT

This perpetual License Agreement for the use of "Community Development Software" (Software) developed and marketed by CRW is granted to CLIENT by CRW as of the date of this Agreement.

SUMMARY OF LICENSE TERMS

1. Software is marketed by CRW under the title of "**TRAKiT**".

2. Software provided to the CLIENT under this License allows the CLIENT to perpetually use, not own, the software.

3. Software is provided to the CLIENT as a multi-user, concurrent access license. The designated number of concurrent Users/Administrators/Observers for this license is eight (8). CLIENT is permitted to install Software on any and all workstations owned or controlled by the CLIENT. Software will allow a designated number of concurrent users to access the databases maintained by Software. Users attempting to access the system databases with Software after the designated number of concurrent users is logged on will be prohibited from logging on.

4. This software license shall not be sub-licensed, re-sold, assigned, transferred or otherwise distributed by the CLIENT to any other person, company or organization without the written authorization of CRW.

5. This Software, including any and all modifications, upgrades and bug fixes, is protected by the copyright laws of the United States and international copyright treaties. Unauthorized copying of the Software, including software that has been modified, merged or included with the Software, or the associated written materials (the "Documentation") is expressly forbidden. CLIENT may not remove, obscure, or alter any notice of patent, copyright, trademarks, trade secret or other proprietary rights in the Software. The Title, ownership rights, and intellectual property rights in and to this Software shall remain with CRW.

6. CRW has made reasonable checks of the Software to confirm that it will perform in normal use on compatible equipment substantially as described in the specifications for the Software. However, due to the inherent nature of computer software, neither CRW nor any individuals involved in the development or installation of the Software warrant that the Software or the Documentation is completely error free, will operate without interruption, is compatible with all equipment and software configurations, or will otherwise meet your needs.

7. CRW warrants that it has good title and all proprietary rights to the Software to enable it to license its use to CLIENT free of any proprietary rights of any other party or any other encumbrance.

8. CRW warrants that its Software will perform in the manner described in the Agreement documents including CRW's Response to the CLIENT's RFP, hereby incorporated by reference as if fully contained herein and any other written user documentation for the version installed.

9. This Warranty shall commence upon date of acceptance by CLIENT as defined by Exhibit F attached hereto.

10. Neither CRW nor any of the people or companies involved in providing this license to the CLIENT may be held liable for any incidental or consequential damages caused by failures or faults of the software or its functions.

11. CRW's sole responsibilities with respect to error corrections will be to correct any defects or errors in the Software or its functions, which are brought to the attention of CRW by the CLIENT.

12. This License Agreement will remain in effect until CLIENT returns Software to CRW, or until CLIENT destroys Software.

EXHIBIT E

SYSTEM ACCEPTANCE TESTING

1. CLIENT shall commence System Acceptance tests upon written notification from CRW that system software and database conversion has been installed and is ready for System Acceptance testing. Testing shall be conducted at CLIENT site, using CLIENT computer hardware. CLIENT staff will conduct all System Acceptance Testing.

2. CLIENT shall be allowed a period of thirty (30) business days for System Acceptance Testing, beginning from the date of notification as provided in paragraph 1 above, and continuing, and completed, as provided in paragraphs 3 and 4 below. CLIENT shall immediately advise CRW, in writing, of any error, or perceived error, discovered at any time during the testing period.

3. Upon delivery of written notification from CLIENT to CRW of a software system or database conversion error, or other problem, has occurred, CRW shall have ten (10) business days to address and correct such error so as to render the system operable. CRW shall provide written notice to CLIENT that the error has been corrected. During the time period between notification of any error until to such time that CRW advises CLIENT of correction of such error the thirty (30) day System Acceptance test period shall be suspended. The thirty (30) day System Acceptance test period shall resume upon notice by CRW that the previously noticed errors have been corrected and once the corrections have been made available to the CLIENT.

4. CRW shall provide written notice to CLIENT when the thirty (30) day System Acceptance test period has expired. Thereafter, CLIENT shall have five (5) business days to provide CRW with written notice of any remaining errors or problems. ACCEPTANCE SHALL BE DEEMED TO HAVE OCCURRED AT THE LATEST OF THE FOLLOWING DATES: (a) THE DATE WRITTEN NOTICE IS PROVIDED BY CRW TO CLIENT THAT THE FINAL PROBLEMS IDENTIFIED BY CLIENT PURSUANT TO THIS SECTION HAVE BEEN CORRECTED, OR (b) THE DATE OF NOTICE BY CRW TO CLIENT INDICATING THAT THE ACCEPTANCE TESTING PERIOD HAS EXPIRED.

5. CLIENT may begin using the software for productive use following completion of the System Acceptance tests. "Productive Use" shall include the issuance of any building permits, inspections and/or fee collection from the general public.

6. CLIENT may not begin to use the software for productive use prior to completion of the System Acceptance tests. If CLIENT begins using software for productive use prior to completion of the System Acceptance test, then the system acceptance test will be deemed completed and satisfactory.

EXHIBIT F

SOFTWARE ESCROW AGREEMENT

Date of Agreement: November 21, 2003	Escrow No. 5794-MB

EscrowTech:	EscrowTech International, Inc. C7 Data Center Building 333 South 520 West, Suite 230 Lindon, UT 84042	Tel.: Fax:	(801) 852-8202 (801) 852-8203

Owner:	CRW Systems, Inc. 16980 Via Tazon, Suite 320 San Diego, CA 92127	Tel.: Fax:	(858) 451-3030 (858) 451-3870

1. **Software and Establishment of Escrow.** Owner owns, or has the right to license or distribute, the "Software" identified in Exhibit A. By this Agreement, Owner establishes an escrow of "Deposit Materials" (see Exhibit A) for the Software (the "Escrow").

2. **Beneficiaries.** Each licensee of the Software who registers under Section 3 shall be a "Beneficiary."

3. **Registration.** To register a licensee as a Beneficiary with EscrowTech:

   (a) Owner and the licensee will complete and execute EscrowTech's then-current Beneficiary Registration Form.

   (b) The completed and executed Beneficiary Registration Form will be submitted to EscrowTech.

   (c) EscrowTech will give written notice to Owner and the licensee of receipt of the Beneficiary Registration Form.

4. **Deposit Materials.** Owner shall deposit the "Deposit Materials" (including "Updates") into the Escrow by delivering to EscrowTech the Deposit Materials described in Exhibit A. Owner warrants that it has the right to provide the Deposit Materials to EscrowTech for the purposes of this Agreement and shall indemnify EscrowTech against, and hold it harmless from, any claim to the contrary by a third party.

5. **Encryption and Reproduction.** Owner warrants that none of the Deposit Materials will be encrypted or password protected and that all of the Deposit Materials will be in a readable and useable form (for purposes of the Permitted Use - see Section 14) and will be readily reproducible by EscrowTech for copying as needed under this Agreement (see, e.g., Section 13). Exception: If Deposit Materials are transmitted electronically to EscrowTech via FTP or other electronic transmission method accepted by EscrowTech, then such Deposit Materials may be in an encrypted format that is acceptable to EscrowTech and that can be decrypted by EscrowTech and stored in an unencrypted format on physical media (e.g., a CD ROM). It is Owner's responsibility to provide any decryption tools/keys, passwords, and information needed for decryption. It is not EscrowTech's responsibility to discover if any of the Deposit Materials are encrypted or password protected or to provide de-encryption tools/keys, passwords or information needed for decryption.

6. **Updates.** Owner shall update the Escrow by delivering to EscrowTech Updated Deposit Materials ("Updates") as described in Exhibit A. Updates shall be part of the "Deposit Materials."

7. **Deposit Procedure.** Deposit Materials shall be delivered by Owner to EscrowTech in accordance with EscrowTech's then-current deposit procedures. Duplicate copies (i.e., two sets) of all Deposit Materials in reliable storage media should be delivered by Owner, but EscrowTech is not responsible if Owner fails to comply with this.

(a) **Deposit Inventory Form.** Owner will submit with the Deposit Materials a completed Deposit Inventory Form. Such Deposit Inventory Form shall be a representation by Owner to each Beneficiary and EscrowTech that the Deposit Materials conform to the descriptions and identifications in the Deposit Inventory Form.

(b) **Confirmation.** To confirm receipt of the Deposit Materials, EscrowTech will mail or otherwise deliver a copy of the Deposit Inventory Form to Owner and each Beneficiary.

(c) **Deficiency.** If a Beneficiary believes that the Deposit Materials, as identified in the Deposit Inventory Form, are deficient (e.g., incomplete or inadequate) or if there is some other problem, then the Beneficiary shall notify Owner and resolve the matter with Owner. It is Owner's responsibility to deposit all required Deposit Materials.

(d) **Reproducible.** It is Owner's responsibility to ensure that the Deposit Materials provided by Owner (including, without limitation those on any electronic media - e.g., CD-ROMs, magnetic tapes, etc.) are provided in a reproducible form.

(e) **Verification.** EscrowTech is not responsible for verifying the completeness, accuracy, suitability, state, format, safety, quality, or content of the Deposit Materials. However, at the request of any Beneficiary or Beneficiaries, EscrowTech may conduct technical verifications of Deposit Materials for such Beneficiary or Beneficiaries in accordance with a Technical Verification Addendum to this Agreement. The requesting Beneficiary or Beneficiaries must pay EscrowTech's then-current fees plus expenses for the technical verifications.

(f) **Designated Beneficiary Option.** If certain Deposit Materials apply only to one Beneficiary (e.g., the Software is customized for a given Beneficiary), then Owner has the option of depositing such Deposit Materials only for that Beneficiary. In making a given deposit of Deposit Materials, Owner may designate the Beneficiary in the Deposit Inventory Form. Only the designated Beneficiary will have escrow rights (and potentially release rights) with respect to these Deposit Materials. Except for this restriction, the other terms and conditions of this Agreement shall apply thereto. It is the responsibility of Owner to clearly indicate the designated Beneficiary. Owner may designate more than one Beneficiary, and in such case each of the designated Beneficiaries will be a designated Beneficiary as described above. The Beneficiary Fee for each designated Beneficiary will be increased as provided in Exhibit B.

8. **Replacement of Obsolete Deposit Materials.** Owner may identify for EscrowTech any Deposit Materials which become obsolete, outdated or redundant and instruct EscrowTech to destroy or return the identified Deposit Materials. Such identification shall be made in writing and must be consistent with the labeling and identification used by Owner when the Deposit Materials were delivered to EscrowTech or be otherwise understandable to EscrowTech. The instructions to EscrowTech must be accompanied by written permission from each affected Beneficiary for EscrowTech to destroy or return the identified Deposit Materials in accordance with Owner's instructions. The "Deposit Materials" shall cease to include any destroyed or returned Deposit Materials.

9. **License Agreement.** Owner and each Beneficiary have entered into one or more agreements identified in the Beneficiary's Registration Form that relate to the Software. For that Beneficiary, such agreement(s) is (are) referred to herein as the "License Agreement." This Software Escrow Agreement is "supplementary" to the License Agreement within the meaning of Section 365(n) of the U.S. Bankruptcy Code (11 U.S.C. 365(n)). If this Agreement and/or the License Agreement are/is rejected by Owner as a debtor in possession or a trustee or by any other person or entity under the U.S. Bankruptcy Code, then the Beneficiary may elect to retain its rights as provided in Section 365(n). The Parties intend that no bankruptcy or bankruptcy proceeding, petition, law or regulation (and no other proceeding, petition, law or regulation of a similar nature in any state or foreign jurisdiction) will impede, delay or prevent the release of Deposit Materials to a Beneficiary in accordance with the provisions of this Agreement, and Owner hereby conveys and licenses to EscrowTech such rights (including intellectual property rights) as are necessary to allow EscrowTech to lawfully make such release and perform this Agreement. This license is granted as of the date of this Agreement and shall predate any bankruptcy petition subsequent to such date.

10. **Embodiments of Intellectual Property.** The Parties agree that the Deposit Materials are an "embodiment" of "intellectual property" as those terms are used in Section 365(n) of the U.S. Bankruptcy Code (11 U.S.C. 365(n)). The tangible Deposit

Materials and any copies thereof made by EscrowTech in accordance with this Agreement are owned by EscrowTech, but such ownership does not include ownership of any copyrights or other intellectual property in or to the Deposit Materials.

11. **Release of Deposit Materials - Request of Beneficiary.** A Beneficiary will be entitled to receive the Deposit Materials if the "Release Condition" described in the applicable Beneficiary Registration Form occurs. The following release procedure shall apply:

(a) **Notice to EscrowTech.** The Beneficiary shall give written notice to EscrowTech informing EscrowTech that the Release Condition has occurred, and shall request EscrowTech in writing to release the Deposit Materials to Beneficiary.

(b) **Notice to Owner.** EscrowTech shall then promptly send written notice to Owner of the Beneficiary's notice and request for release. Such notice will be sent by a "next day" or "overnight" or "priority" or "express" delivery service (e.g., Federal Express, UPS, U.S. Express Mail, etc.) or will be delivered personally.

(c) **Release and Waiting Period.** Unless there is a timely dispute or objection as provided in Section 11 (d) below, EscrowTech shall release the Deposit Materials to the Beneficiary promptly after expiration of the Waiting Period. The "Waiting Period" shall be two weeks, beginning on the date that the notice is sent by EscrowTech to Owner.

(d) **Dispute.** If Owner disputes the Beneficiary's right to the Deposit Materials or otherwise objects to their release, then Owner must give written notice of such dispute or objection to EscrowTech prior to the conclusion of the Waiting Period. If EscrowTech receives such timely notice of dispute or objection, EscrowTech will not release the Deposit Materials to the Beneficiary until the dispute is resolved by Owner and the Beneficiary in accordance with Section 19 or by court order. Such resolution will determine whether or not the Beneficiary is entitled to receive the Deposit Materials. EscrowTech has no obligation to determine whether or not the Beneficiary is entitled to the Deposit Materials.

(e) **Partial Release.** If Owner believes that the Beneficiary is entitled to a release of only a portion of the Deposit Materials (e.g., Deposit Materials corresponding to unlicensed versions - see (f) below), it is the responsibility of Owner to indicate this in a written notice to EscrowTech and to clearly identify in such notice the portion of the Deposit Materials that should be released to the Beneficiary and what should not be released. This notice must be given promptly and must be received by EscrowTech within the above Waiting Period. If the Beneficiary believes that it is entitled to more than said portion of the Deposit Materials, then this dispute shall be resolved in accordance with Section 19.

(f) **Unlicensed Versions.** A Beneficiary is not entitled to receive Deposit Materials corresponding to Software versions not licensed or provided by Owner to Beneficiary. [For example, if the Deposit Materials correspond to versions 1.0, 2.0, 2.1 and 3.0 of the Software, but only versions 2.0 and 2.1 are licensed to the Beneficiary, then the Beneficiary is only entitled to a release of the Deposit Materials corresponding to versions 2.0 and 2.1.] If applicable, it is the responsibility of Owner under (e) above to inform EscrowTech of the specific Deposit Materials which should not be released to the Beneficiary. In the absence of such information, EscrowTech may release all of the Deposit Materials in the Escrow or all of the Deposit Materials requested by the Beneficiary under (a) above.

12. **Release of Deposit Materials - Owner's Instruction.** Upon receipt of notice and instruction from Owner and the receipt of the Release Fee, EscrowTech shall release the Deposit Materials to the Beneficiary designated in the instruction.

13. **Copies.** Because there are multiple Beneficiaries under this Escrow, any Deposit Materials released to Beneficiaries under this Agreement may be in the form of copies of the Deposit Materials. EscrowTech may copy the Deposit Materials for the purposes of this Agreement. Such copies shall be considered Deposit Materials for the purposes of this Agreement.

14. **Use of Released Deposit Materials.** Deposit Materials released to a Beneficiary under this Agreement may only be used by the Beneficiary as permitted in its Beneficiary Registration Form ("Permitted Use"). Owner hereby licenses the Beneficiary to practice the Permitted Use. Although Beneficiary is not entitled to receive any Deposit Materials until after a release under this Agreement, this Permitted Use license is granted as of the date the applicable Beneficiary Registration Form is

first signed by Beneficiary or Owner and shall predate any bankruptcy petition subsequent to such date. If this Agreement and/or the License Agreement are/is rejected by Owner as a debtor in possession or by a trustee or by any other person or entity under the U.S. Bankruptcy Code, then the Beneficiary may elect to retain this Permitted Use license as part of the rights it may retain in accordance with Section 365(n) of the U.S. Bankruptcy Code. This shall not negate, prejudice or limit any other rights which the Beneficiary may have.

15. **Fees.** EscrowTech shall receive the following fees and payments:

(a) **Annual Fee.** Beginning on the date of this Agreement and on each anniversary thereafter until termination of the Escrow, Owner shall pay an Annual Fee to EscrowTech in accordance with the Fee Schedule (Exhibit B). The Annual Fee is payable at the beginning of the contract year to which it is applicable.

(b) **Beneficiary Fees.** For each Beneficiary, the Beneficiary Fee will be paid to EscrowTech in accordance with the Fee Schedule (Exhibit B). The Beneficiary Fee is first payable at the time of registration. This entitles the Beneficiary to registration for the remainder of the contract year in which the Beneficiary Fee is paid. Thereafter and until the Beneficiary ceases to be a "Beneficiary" (see Section 16), the Beneficiary Fee will be paid to EscrowTech in advance for each subsequent contract year. "Contract years" are based on the date of this Agreement and anniversaries thereof.

(c) **Excess Update Fee.** Four Updates to the Escrow per contract year are included at no extra charge. If more than four Updates are made in a contract year, Owner shall pay the Excess Update Fee (see Exhibit B) to EscrowTech for each extra Update. Any deposits of Deposit Materials for designated Beneficiaries under Section 7(f) shall be deemed Updates for the purpose of this Excess Update Fee.

(d) **Release Fees.** Each Beneficiary requesting a release of any Deposit Materials under Section 11 shall pay the Release Fee (see Exhibit B) to EscrowTech. If any Deposit Materials are released to a Beneficiary at the instruction of Owner under Section 12, Owner shall pay the Release Fee to EscrowTech.

(e) **Excess Storage Charges.** If the storage requirement for the Deposit Materials exceeds two cubic feet, then Owner will pay the Excess Storage Charge (see Exhibit B).

(f) **Increases.** The fees set forth in Exhibit B are fixed for the first three years of this Agreement. Thereafter, fees are subject to reasonable increase by EscrowTech upon written notice. EscrowTech's then-current fees shall be payable.

(g) **Costs.** Each Beneficiary shall pay EscrowTech for reasonable costs incurred by EscrowTech in releasing, copying and delivering the Deposit Materials to the Beneficiary. All other out-of-pocket costs reasonably incurred by EscrowTech in connection with this Agreement are reimbursable by the applicable Beneficiary and Owner to EscrowTech. Costs are not included in the above fees and are payable in addition to the above Fees.

16. **Termination of Beneficiary's Registration.** A Beneficiary's registration will terminate and the Beneficiary will cease to be a "Beneficiary" under this Agreement if any of the following occurs:

(a) The Beneficiary gives written notice of such termination to EscrowTech.

(b) The Beneficiary's License Agreement terminates. [If the License Agreement consists of more than one agreement and if less than all such agreements terminate, then the License Agreement shall consist of the unterminated agreements and the Beneficiary shall continue as a "Beneficiary" under this Agreement.] In the event of such termination, the Beneficiary and Owner will give written notice thereof to EscrowTech. If such notice is given by Owner, but not the Beneficiary, then EscrowTech may send notice thereof to Beneficiary and if EscrowTech does not receive a written objection from Beneficiary within three weeks after the date of EscrowTech's notice, then EscrowTech may terminate the Beneficiary's registration.

(c) The Beneficiary breaches this Agreement and does not cure such breach within 30 days of written notice of such breach, and EscrowTech gives notice of termination to the Beneficiary.

(d) The Escrow terminates.

EscrowTech will have no obligation or liability to the Beneficiary after termination of its registration. Termination of a Beneficiary's registration shall not affect the other Beneficiaries.

17. **Termination of Escrow.** Subject to Section 18, this Escrow may be terminated by either Owner or EscrowTech upon 90 days advance written notice of termination to the other Party and to the Beneficiaries. Termination will not be effective until the end of the 90 day period (and any extension pursuant to Section 18). If a Release Condition occurs and EscrowTech is given written notice thereof under Section 11(a) prior to the date of termination, then the Escrow will not terminate without the written consent of the affected Beneficiaries. Upon termination of the Escrow, the following shall apply:

(a) EscrowTech shall either return the Deposit Materials to Owner or destroy the Deposit Materials, whichever Owner requests. If destruction is requested, EscrowTech will certify in writing to Owner that such destruction has occurred.

(b) EscrowTech shall have no obligation or liability to Owner or any Beneficiary after termination.

(c) Termination of the Escrow shall not affect any rights and licenses granted to EscrowTech or a Beneficiary with respect to Deposit Materials released to (or which should be released to) the Beneficiary because of a Release Condition occurring prior to the date of termination.

18. **Establishment of Substitute Escrow.** During the 90 day period under Section 17, Owner shall establish a substitute escrow of the Deposit Materials with a third party escrow agent for the benefit of each Beneficiary. The substitute escrow must be approved by the Beneficiary, but such approval will not be unreasonably withheld or delayed. If necessary, this matter shall be resolved in accordance with Section 19. If more than 90 days is needed to establish the substitute escrow and if EscrowTech receives written notice from Owner or a Beneficiary of such need prior to the end of such 90 days, then the 90 day period under Section 17 shall be extended as reasonably necessary and the Escrow shall not terminate until EscrowTech receives written notice from Owner that the substitute escrow has been established and approved. Owner has no obligation to establish a substitute escrow if all License Agreements for all Beneficiaries have terminated or if none of the Beneficiaries request a substitute escrow within three weeks after an written inquiry thereof from Owner to each Beneficiary.

19. **Dispute Resolution.** In the event of any dispute between any two or more of the Parties relating to this Agreement or the Escrow, they shall first seek to settle the dispute by mutual agreement. If they have not reached a settlement within one week, then any disputing Party may thereafter submit the dispute to arbitration, and if so submitted, such dispute shall be finally settled by arbitration conducted in accordance with the commercial arbitration rules of the American Arbitration Association or its successor. The disputing Parties shall attempt to mutually agree upon a neutral arbitrator. If the disputing Parties cannot reach such agreement, they shall request the American Arbitration Association or its successor to designate a neutral arbitrator. Any arbitration involving EscrowTech as a party shall be conducted in Salt Lake City, Utah. Any arbitration to which EscrowTech is not a party shall be conducted in Owner's city as indicated at the beginning of this Agreement. This Section does not apply to any dispute between two Beneficiaries that does not include EscrowTech or Owner as a party to such dispute. The institution of any arbitration proceeding hereunder shall not relieve any Party of its obligation to make payments under this Agreement. The decision by the arbitrator shall be binding and conclusive upon the Parties, their successors, assigns and trustees and they shall comply with such decision in good faith, and each Party hereby submits itself to the jurisdiction of the courts of the place where the arbitration is held, but only for the entry of judgment or for the enforcement of the decision of the arbitrator hereunder. Judgment upon the award may be entered in any court having jurisdiction.

20. **Protection of Deposit Materials.** EscrowTech shall keep the Deposit Materials delivered to it in secure storage and shall keep the contents thereof confidential. If any of the Deposit Materials are damaged, destroyed or lost by fire, theft, accident, or other mishap or cause, Owner shall promptly submit to EscrowTech such Updates or replacements as are necessary to replace the damaged, destroyed or lost Deposit Materials. There shall be no Excess Update Fees charged for such Updates or replacements.

21. **Indemnification.** In the event that EscrowTech takes any action or inaction at the request or demand of Owner or a Beneficiary, then the Owner or Beneficiary making such request or demand shall indemnify and hold harmless EscrowTech and its directors, officers, employees, shareholders, and representatives from and against any and all liabilities, claims, judgments, damages, losses and expenses, including attorneys' fees, arising out of or relating to such action or inaction.

22. **Depository Only.** EscrowTech acts hereunder as a depository only and is not responsible or liable for the completeness, accuracy, suitability, state, format, safety, quality, content, sufficiency, correctness, genuineness or validity of the Deposit Materials or any document submitted to EscrowTech or the execution of the same or the identity, authority, or rights of any person executing or depositing the same. EscrowTech is not responsible for any loss of Deposit Materials due to defective, outdated, or unreliable storage media (e.g., CD ROMs, magnetic tape, disks, etc.) or for the degradation of storage media.

23. **Uncertainty.** Notwithstanding anything in this Agreement to the contrary, if EscrowTech is uncertain as to any duty, obligation, demand, or right, EscrowTech may hold the Deposit Materials and refrain from taking any action and wait for a final resolution under Section 19 or a court order.

24. **Reliance.** EscrowTech shall not incur any liability in acting upon any notice, request, waiver, consent, receipt or other paper or document believed by EscrowTech to be genuine and to be signed by the proper party or parties, or in acting upon any resolution under Section 19 or any court order.

25. **Extraordinary Services.** In addition to the fees and charges for the usual services of EscrowTech under this Agreement (see Section 15 and Exhibit B), EscrowTech shall be entitled to additional reasonable compensation should EscrowTech be requested or required to perform any additional or extraordinary service; and EscrowTech shall be reimbursed for any out-of-pocket expenses (including, without limitation, travel expenses and fees of counsel) reasonably incurred in connection with such additional or extraordinary services. Extraordinary services include, but are not limited to, any involvement of EscrowTech, at the request or demand of Owner or a Beneficiary, in any arbitration or litigation between Owner and the Beneficiary.

26. **Disclaimer.** ESCROWTECH MAKES NO WARRANTY NOT EXPRESSLY SET FORTH HEREIN. ANY IMPLIED WARRANTIES ARE DISCLAIMED AND EXCLUDED BY ESCROWTECH.

27. **Limitation on Liability.** FOR ANY AND ALL CLAIMS AND CAUSES OF ACTION (INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, TORT, MALPRACTICE, ETC.), ESCROWTECH'S AGGREGATE LIABILITY TO OWNER AND THE BENEFICIARIES SHALL NOT EXCEED THE TOTAL FEES PAID TO ESCROWTECH UNDER THIS AGREEMENT. IN NO EVENT SHALL ESCROWTECH BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES OR LOSS OF PROFITS, REVENUES OR BUSINESS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

28. **Interpretation.** The wording used in this Agreement is the wording chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against or in favor of any Party. Section headings are for convenience only, and do not limit or affect the provisions of this Agreement or their interpretation.

29. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties relating to the Escrow. This Agreement sets forth all the duties and obligations of EscrowTech with respect to any and all matters relating to this Agreement, the Escrow or the Deposit Materials. EscrowTech has no implied duties or obligations.

30. **Force Majeure.** Except for obligations to make payment, no Party shall be liable for any failure to perform arising from causes beyond its control, including, but not limited to, fire, storm, flood, earthquake, explosion, accident, theft, terrorism, acts of public enemies, war, insurrection, sabotage, illness, labor disputes or shortages, product shortages, failure or delays in transportation, inability to secure materials, parts or equipment, acts of God, or acts of any governmental authority or agency thereof.

31. **Governing Law.** This Agreement, the Escrow and the relationship of EscrowTech with Owner and each Beneficiary shall be governed and construed under and in accordance with the laws of the state of Utah without regard to conflict of laws principles. Furthermore, in the event of any litigation or arbitration between EscrowTech and Owner or between EscrowTech and any Beneficiary, such litigation or arbitration shall be conducted exclusively in Salt Lake City, Utah and the Parties hereby agree and submit to such jurisdiction and venue.

32. **Notices.** All notices under this Agreement shall be in writing and shall be delivered to the address indicated for the intended Party at the beginning of this Agreement or, in the case of a Beneficiary, on Beneficiary's Registration Form, or to such substitute address as any Party may designate for itself by proper notice to the other Parties. It is the responsibility of each Party to keep the other Parties informed of its address and telephone and fax numbers (except that a Beneficiary is not obligated to keep other Beneficiaries informed of this information).

33. **Modification.** This Agreement may only be modified, amended or rescinded by a writing signed by all affected Parties.

34. **Assignment.** This Agreement may be assigned by a Party to a successor who acquires substantially all of such Party's business assets relevant to the subject matter of this Agreement. The assigning Party shall give notice thereof to the other affected Parties and shall deliver to such other affected Parties a copy of the successor's written agreement to accept or assume this Agreement.

35. **Execution.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The persons signing below represent that they are duly authorized to execute this Agreement for and on behalf of the Party for whom they are signing.

SOFTWARE ESCROW AGREEMENT (EXHIBITS)

EXHIBIT A

A. SOFTWARE

Name of "Software": TRAKiT (includes all modules of TRAKiT, including eTRAKiT and MobileTRAK)

B. DEPOSIT MATERIALS

Owner shall deliver to EscrowTech the following "Deposit Materials" to be held in the Escrow:

- Source code for the Software and electronic version of documentation.

C. UPDATES

If and as any new version of, update to, or replacement for any Software is released, licensed or provided under a License Agreement to a Beneficiary, Owner shall update the Deposit Materials by delivering to EscrowTech the corresponding new version of, update to, or replacement for the Deposit Materials ("Updated Deposit Materials" or "Updates"). Owner shall keep the Deposit Materials in the Escrow current with the Software licensed or provided by Owner under the License Agreements. However, Owner shall not be obligated to provide Updates more frequently than two (2) times per contract year.

EXHIBIT B

	Fee Schedule[1]	
Release Fee (only if release occurs)	$100 per Beneficiary	See Section 15 (d)

[1] These fees are fixed for the first three years of this Agreement. Thereafter, these fees are subject to reasonable increase by EscrowTech upon written notice.

SOFTWARE ESCROW AGREEMENT
BENEFICIARY REGISTRATION FORM

Owner: CRW Systems, Inc. Escrow No. 5794-MB

Beneficiary: City of Marysville, WA
Gloria Hirashima
Community Development Director
80 Columbia Ave.
Marysville, WA
Phone: 360-363-8088
Fax: 360-363-8040
Email: ghirashima@marysvillewa.gov

This Beneficiary Registration Form applies to the above-identified Escrow and the Software Escrow Agreement dated November 21, 2003 to which Owner and EscrowTech International, Inc. ("EscrowTech") are parties (the "Escrow Agreement").

Owner and Beneficiary have entered into one or more other agreements identified below:

AGREEMENT FOR THE INSTALLATION AND USE OF
PERMIT, PLANNING and CODE ENFORCEMENT SOFTWARE

Such agreement(s) (including addendums or amendments thereto, if any) is (are) referred to in the Escrow Agreement as the "License Agreement."

Beneficiary has received and reviewed a copy of the Escrow Agreement. Beneficiary agrees to the terms and conditions of the Escrow Agreement and is hereby made a Party thereto. Beneficiary is entitled to the rights and benefits of a "Beneficiary" under the Escrow Agreement and accepts the obligations of a "Beneficiary" under the Escrow Agreement.

Appendix 1, attached hereto, is part of this Beneficiary Registration Form and describes the Release Condition and Permitted Use applicable to the Beneficiary under the Escrow Agreement.

Date of this Beneficiary Registration: May 10, 2011

ACCEPTED AND AGREED TO BY BENEFICIARY AND OWNER:

Beneficiary: City of Marysville, WA

_____
Authorized Signature

Owner: CRW Systems, Inc.

_____
Authorized Signature

For EscrowTech Only!

Date Received by EscrowTech: _____ EscrowTech Signature: _____

SOFTWARE ESCROW AGREEMENT
BENEFICIARY REGISTRATION FORM
APPENDIX 1

RELEASE CONDITION

The Release Condition shall be deemed to have occurred if any of the following is satisfied:

a. Owner files a petition for protection under the U.S. Bankruptcy Code, or an involuntary petition in bankruptcy is filed against Owner and is not dismissed within 60 days thereafter.

b. Owner defaults in its obligation to provide maintenance and support services as required by the License Agreement (or any other contract with Beneficiary), and fails to cure such default within 10 days after receiving written notice of the default from Beneficiary. The notice must describe the default and state the action which Beneficiary believes is necessary to cure the default.

c. Beneficiary becomes entitled to a release of the Deposit Materials (i.e., source code for the Software) pursuant to the terms of the License Agreement.

PERMITTED USE OF RELEASED DEPOSIT MATERIALS

In the event that the Deposit Materials are released to Beneficiary, the following shall apply:

a. Beneficiary may only use the Deposit Materials to maintain, modify and enhance the Software. The maintained, modified and enhanced Software may only be used in accordance with the License Agreement.

b. Beneficiary may not disclose the Deposit Materials to any third party and shall keep the Deposit Materials confidential, except as provided below.

c. Beneficiary may engage the services of independent contractors (e.g., computer programmers or an outsourced maintenance service) to assist Beneficiary in exercising its Permitted Use rights. Each such independent contractor must agree in writing that it/he/she will not disclose or transfer the Deposit Materials to any other person, and will not use the Deposit Materials for any purpose other than to assist Beneficiary in exercising its Permitted Use rights. These restrictions shall not limit or negate the rights, if any, of the independent contractor with respect to materials that are similar or identical to the Deposit Materials and are lawfully received by the independent contractor from a source other than Beneficiary (e.g., a maintenance service that receives similar or identical materials from other beneficiaries or licensees).

d. Items a., b. and c. above are subject to such additional rights or limitations as may be set forth in a provision, if any, in the License Agreement which addresses use of the released Deposit Materials by Beneficiary.

The Permitted Use is a fully paid-up license and may not be revoked, terminated or rejected without Beneficiary's written consent. This Permitted Use license also includes the right to use and copy the binary, executable and object code versions of the Software and the maintained, modified and enhanced versions of Software created from or with the Deposit Materials.

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 9, 2011

AGENDA ITEM: Project Acceptance – Public Safety Building Lighting Retrofit	
PREPARED BY: Jeff Laycock, Project Engineer DEPARTMENT: Public Works, Engineering	DIRECTOR APPROVAL:
ATTACHMENTS: • Physical Completion Letter • Vicinity Map	
BUDGET CODE: 10111864.541000, EECBG	AMOUNT: N/A

SUMMARY:

The Public Safety Lighting Retrofit project included the retrofit of existing lighting, florescent fixtures and switches within the Public Safety complex building. This conversion to energy efficient lighting will result in an estimated $12,296 in annual electrical cost savings for the City.

City Council awarded the Public Safety Lighting Retrofit project to McKinstry Electric on October 11, 2010 in the amount of $42,979.84. The Contractor physically completed the work for this project on Thursday, March 31, 2011 at a total project cost of $44,334.08, which is $1,354.24 (3.15%) over the contract amount.

The City was reimbursed $28,185.17 from the Snohomish County PUD for this project. The remaining $16,148.91 is reimbursable under the Energy Efficiency Conservation Block Grant (EECBG) that the City received for this project. The total construction cost to the City was $0.

Work performed under this contract was inspected by City staff and found to be physically complete in accordance with the approved plans and specifications. Staff recommends Council's acceptance of the project for closeout.

RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to accept the Public Safety Lighting Retrofit project, starting the 45-day lien filing period for project closeout

PUBLIC WORKS
Kevin Nielsen, *Director*

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

March 31, 2011

McKinstry Electric
5005 3rd Ave S
Seattle, WA 98134

Subject: Public Safety Building Lighting Retrofit – Notice of Physical Completion

Dear Mr. Ronco:

In accordance with Section 1-05.11(2) of the Special Provisions, this project was considered physically complete as of Thursday, March 31, 2011.

This notification does not constitute completion, or final acceptance by the City per Section 1-05.11(2) of the Contract's General Special Provisions.

Recommendation for Final Acceptance will be sent to the City Council for approval at the first available council meeting, which happens to be Monday, May 9, 2011. This date of final acceptance shall start the forty-five (45) day lien period for the release of your retainage upon receipt of the following.

1. Certificate of Release from the Department of Revenue
2. Certificate of Release from the Employment Security Department
3. Certificate of Release from the Department of L&I
4. Affidavit of Wages Paid

It has been a pleasure working with you on this project. I hope that McKinstry Electric will consider bidding on future projects with the City.

Sincerely,

Jeff Laycock, PE
Project Engineer

Vicinity Map

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 9, 2011

AGENDA ITEM: Local Agency Agreement with WSDOT regarding CMAQ Grant Funds for Signal Controller and Communication Upgrades	
PREPARED BY: Ryan Morrison, Engineering Technician DEPARTMENT: Engineering	DIRECTOR APPROVAL:
ATTACHMENTS: • Local Agency Agreement with WSDOT • Project Prospectus • Signal Controller location map	
BUDGET CODE: 10111864.549200 – M1101	AMOUNT: $12,150 City portion $90,000 Grant Portion

SUMMARY:

The City has been approved for CMAQ Grant funding to purchase Signal Controller upgrades as well as high speed communication equipment for signals located along the arterial corridors SR 528 and SR 529/State Ave/Smokey Point Blvd. These corridors have been identified in PRSC's Regional ITS Implementation Plan as among those that would provide the greatest transportation benefit from investments in traffic management and transit technology improvements.

Grant funding in the amount of $90,000 would be used for equipment purchases while City funds in the amount of $12,150 would be used for installation of equipment and start up by City personnel for a total project cost of $102,150.

Snohomish County has received similar grant funding and the project timeframe will coincide with County upgrades. It is the intent that the County will serve the City with the same level of remove/central system controller access as they currently provide under the existing operational agreement.

RECOMMENDED ACTION: Staff recommends that Council Authorize the Mayor to sign the Local Agency Agreement with WSDOT for the ITS Signal Controller and Communications Upgrade Project.

Washington State Department of Transportation

Local Agency Agreement

Agency City of Marysville
Address 80 Columbia Ave
Marysville, WA 98270

CFDA No. 20.205
(Catalog of Federal Domestic Assistance)
Project No. _____
Agreement No. _____
For OSC WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) Office of Management and Budget Circulars A-102, A-87 and A-133, (4) the policies and procedures promulgated by the Washington State Department of Transportation, and (5) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name Marysville ITS Signal Controller and Comm. Upgrade Length N/A

Termini SR529/State Ave and SR528 Corridors

Description of Work The project will upgrade traffic signal controller equipment and high speed communications on the Marysville portions of arterial corridors identified in the Regional ITS Implementation Plan as S2 (SR529/State Ave) and S3 (SR528) in support of other Regional ITS projects.

Type of Work		Estimate of Funding		
		(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE	a. Agency	--	--	--
____ %	b. Other	--	--	--
	c. Other	--	--	--
Federal Aid Participation Ratio for PE	d. State	--	--	--
	e. Total PE Cost Estimate (a+b+c+d)	--	--	--
Right of Way	f. Agency	--	--	--
____ %	g. Other	--	--	--
	h. Other	--	--	--
Federal Aid Participation Ratio for RW	i. State	--	--	--
	j. Total R/W Cost Estimate (f+g+h+i)	--	--	--
Construction	k. Contract	$0	$0	$0
	l. Other	$0	$0	$0
	m. Other	$0	$0	$0
	n. Other	$0	$0	$0
86.5 %	o. Agency	$102,150	$12,150	$90,000
Federal Aid Participation Ratio for CN	p. State	$0	$0	$0
	q. Total CN Cost Estimate (k+l+m+n+o+p)	$102,150	$12,150	$90,000
	r. Total Project Cost Estimate (e+j+q)	$102,150	$12,150	$90,000

Agency Official

By John Nehring

Title Mayor

_____

Washington State Department of Transportation

By _____

Director of Highways and Local Programs

Date Executed _____

DOT Form 140-039 EF
Revised 05/09

Construction Method of Financing *(Check Method Selected)*

State Ad and Award

☒ Method A - Advance Payment - Agency Share of total construction cost (based on contract award)

☐ Method B - Withhold from gas tax the Agency's share of total construction cost (line 4, column 2) in the amount of

$ _____ at $ _____ per month for _____ months.

Local Force or Local Ad and Award

☐ Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on

_____ , _____, Resolution/Ordinance No. _____

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

In the event that right of way acquisition, or actual construction of the road, for which preliminary engineering is undertaken is not started by the closing of the tenth fiscal year following the fiscal year in which the agreement is executed, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, and Office of Management and Budget circulars A-102, A-87 and A-133. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in the federal Office of Management & Budget (OMB) circular A-87, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project.

The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and Office of Management and Budget Circular A-133.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal Office of Management and Budget (OMB) Circular A-133 as well as all applicable federal and state statutes and regulations. A subrecipient who expends $500,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of OMB Circular A-133. Upon conclusion of the A-133 audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed the Director of Highways and Local Programs.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

(1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.

(2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.

(3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.

(4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

Washington State Department of Transportation

Local Agency Federal Aid Project Prospectus

	Prefix	Route	( )
Federal Aid Project Number			
Local Agency Project Number	M1101		(WSDOT Use Only)

Date	2/8/2011
Central Contractor Registration Exp.Date	8/20/11
Federal Employer Tax ID Number	916001459

Agency: City of Marysville

Federal Program Title: ☒ 20.205 ☐ Other

Project Title: Marysville ITS Signal Controller and Comm. Upgrade

Start Latitude: N/A Start Longitude: N/A

End Latitude: N/A End Longitude: N/A

Project Termini From -- To: N/A

Nearest City Name: Marysville

Project Zip Code: 98270

From: 4/11 To: 3/12

Length of Project: 18 months

Award Type: ☐ Local ☒ Local Forces ☐ State ☐ Railroad

Federal Agency: ☒ FHWA ☐ Others

City Number: 0745

County Number: 31

County Name: Snohomish

WSDOT Region: NW

Congressional District: 2nd

Legislative Districts: 38th

Urban Area Number: None

TMA / MPO / RTPO: PSRC

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date Month Year
P.E.	--	--	--	
R/W	--	--	--	
Const.	$102,150.00	$12,150.00	$90,000.00	4/11
Total	$102,150.00	$12,150.00	$90,000.00	

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width: N/A

Number of Lanes: N/A

Existing equipment consists of a mix of 170/170E traffic controllers, many with dial up or serial communication, located at signals along the arterial corridors identified in the Regional ITS Implementation Plan as S2 (SR529/State Ave) and S3 (SR528).

Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

The project will upgrade traffic signal controller equipment and high speed signal communication on the Marysville portion of arterial corridors S2 and S3.

Local Agency Contact Person: John Tatum, PE, PTOE

Title: Traffic Engineer

Phone: 360-363-8287

Mailing Address: 80 Columbia Ave

City: Marysville

State: WA

Zip Code: 98270

Project Prospectus Approval

By _____ Approving Authority

Title: Public Works Director Date: 4/13/11

Agency	Project Title	Date
Marysville	Marysville ITS Signal Controller and Comm. Upgrade	2/8/2011

Type of Proposed Work

Project Type (Check all that Apply)

- ☐ New Construction
- ☐ Reconstruction
- ☐ Railroad
- ☐ Bridge
- ☐ Path / Trail
- ☐ Pedestrian / Facilities
- ☐ Parking
- ☐ 3-R
- ☐ 2-R
- ☒ Other — Equipment Upgrade

Roadway Width	Number of Lanes
N/A	N/A

Geometric Design Data

See attached map

Description	Through Route	Crossroad
Federal Functional Classification	☐ Urban: ☐ Principal Arterial ☐ Minor Arterial ☐ Collector ☐ Rural: ☐ Major Collector ☐ Minor Collector ☐ Access Street/Road	☐ Urban: ☐ Principal Arterial ☐ Minor Arterial ☐ Collector ☐ Rural: ☐ Major Collector ☐ Minor Collector ☐ Access Street/Road
Terrain	☐ Flat ☐ Roll ☐ Mountain	☐ Flat ☐ Roll ☐ Mountain
Posted Speed		
Design Speed		
Existing ADT		
Design Year ADT		
Design Year		
Design Hourly Volume (DHV)		

Performance of Work

Preliminary Engineering Will Be Performed By	Others 0 %	Agency 100 %
Construction Will Be Performed By	Contract 0 %	Agency 100 %

Environmental Classification

☒ Final ☐ Preliminary

- ☐ Class I - Environmental Impact Statement (EIS)
  - ☐ Project Involves NEPA/SEPA Section 404 Interagency Agreement
- ☐ Class III - Environmental Assessment (EA)
  - ☐ Project Involves NEPA/SEPA Section 404 Interagency Agreement
- ☒ Class II - Categorically Excluded (CE)
  - ☐ Projects Requiring Documentation (Documented CE)

Environmental Considerations

Equipment upgrades will have no significant environmental impacts.

Agency	Project Title	Date
Marysville	Marysville ITS Signal Controller and Comm. Upgrade	2/8/2011

Right of Way

☒ No Right of Way Required
* All construction required by the contract can be accomplished within the existing right of way.

☐ Right of Way Required
☐ No Relocation
☐ Relocation Required

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

Not Applicable

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project? ☒ Yes ☐ No

Remarks

The Arlington airport lies within 2 miles of some locations of the proposed project.
Equipment upgrades will have no significant effect on airport activities.

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency _____

Date _____ By _____
Mayor/Chairperson

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

(a) Cancel, terminate, or suspend this agreement in whole or in part;

(b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and

(c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

(1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.

(2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.

(3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.

(4) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

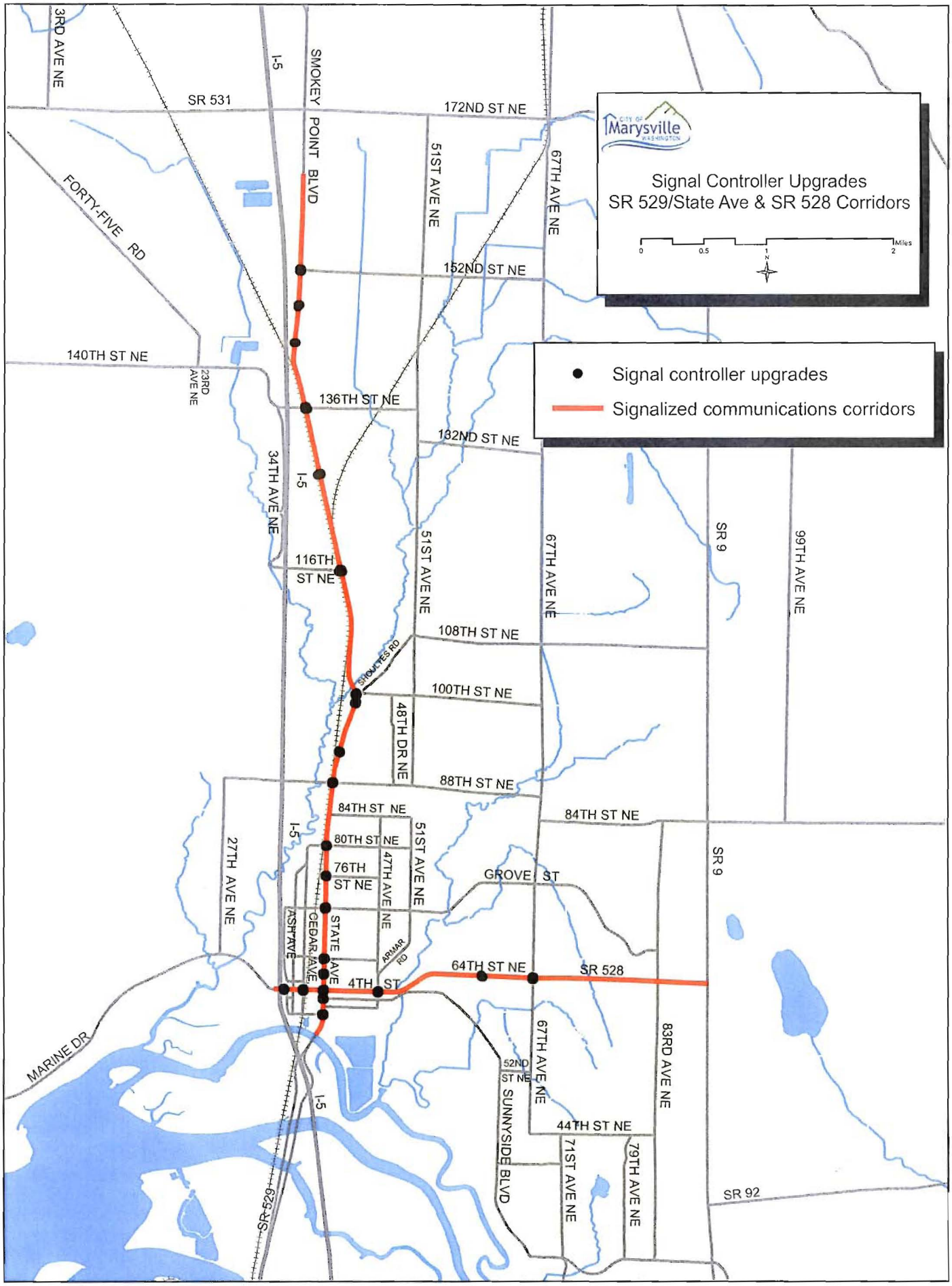
(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed $100,000, and that all such subrecipients shall certify and disclose accordingly.

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

Additional Provisions


Signal Controller Upgrades
SR 529/State Ave & SR 528 Corridors
0
0.5
1
2
Miles
N
Signal controller upgrades
Signalized communications corridors
3RD AVE NE
SR 531
I-5
SMOKEY POINT BLVD
172ND ST NE
51ST AVE NE
67TH AVE NE
FORTY-FIVE RD
152ND ST NE
140TH ST NE
23RD AVE NE
136TH ST NE
132ND ST NE
34TH AVE NE
SR 9
99TH AVE NE
116TH ST NE
108TH ST NE
SHOULTES RD
100TH ST NE
48TH DR NE
88TH ST NE
84TH ST NE
27TH AVE NE
80TH ST NE
76TH ST NE
47TH AVE NE
GROVE ST
STATE AVE
ASH AVE
CEDAR AVE
ARMAR RD
4TH ST
64TH ST NE
SR 528
MARINE DR
52ND ST NE
SUNNYSIDE BLVD
83RD AVE NE
44TH ST NE
71ST AVE NE
79TH AVE NE
SR 92
SR 529

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 5/9/2011

AGENDA ITEM: Strawberry Festival Master Permit with Maryfest Inc	
PREPARED BY: Jim Ballew DEPARTMENT: Parks and Recreation	DIRECTOR APPROVAL:
ATTACHMENTS: Master Permit Agreement 2011 Festival Proposal	
BUDGET CODE:	AMOUNT:

SUMMARY:

The City of Marysville provides through the Municipal Code 5.48.020 & 5.48.030 a Master Permit process to operate the City's annual Strawberry Festival. Maryfest Incorporated was formed a result of this process and has been the primary entity authorized to operate the festival under provision within the MMC.

An authorized Master Permit is required to operate the festival and Maryfest Inc. has provided their annual proposal to continue to operate the festival under the attached Master Permit Agreement that authorizes the activities beginning 2011 through 2014.

RECOMMENDED ACTION: Staff recommends that Council Authorize the Mayor to sign the Master Permit Agreement with Maryfest Incorporated to operate the Strawberry Festival for 2011 with conditional options to renew through 2014.

CITY OF MARYSVILLE
STRAWBERRY FESTIVAL MASTER PERMIT/ AGREEMENT
ISSUED TO

MARYFEST INCORPORATED

WHEREAS, MARYFEST INCORPORATED (applicant) has submitted as festival proposal for the Strawberry Festival pursuant to MMC 5.48; and

WHEREAS, the Marysville City Council awarded the festival permit to MARYFEST INCORPORATED (applicant) on _____, 201__; and

WHEREAS, the Marysville City Council in its discretion pursuant to MMC 5.48.050 has granted the MARYFEST INCORPORATED (applicant) as the festival sponsor an option to renew the permit without public competition for up to four years;

THEREFORE, the Master Permit is issued with the following terms and conditions.

1. TERM

A. First year Annual Proposal/Permit Period for _____ through _____, 201___. Festival Proposal for 2011 is attached as Exhibit B.

B Options to renew for the years 2012, 2013 and 2014.

Pursuant to MMC 5.48.050, to exercise this option the festival sponsor, each year, shall submit a new festival proposal for approval by the City Council and shall pay a new festival permit fee. The festival Proposal for each year shall be in substantially the same form as the Festival Proposal/Permit attached as Exhibit B.

2. APPLICANT/SPONSORING AGENCY

Sponsoring Agency: MARYFEST INCORPORATED
Business Address: _____
Business Telephone: _____
Business Fax: _____
Email: _____
Tax Identification: _____

Sponsoring Agency Official(s) of Record:

Name_____ Title_____
Telephone: _____
Cell Number: _____

Name_____ Title_____
Telephone: _____
Cell Number: _____

Name_____ Title_____
Telephone: _____
Cell Number: _____

3. GENERAL RULES AND REGULATIONS FOR ALL STRAWBERRY FESTIVAL PERMITS.

A. Annual Permit Fees and Conditions

1. FEE: The Annual Permit Fee for the sponsoring organization Maryfest Incorporated, will be in the amount of $500.00 payable within 30 days of City Council approval of the Annual Festival Proposal.

2. Award of the Strawberry Festival Annual Master Permit shall not be construed as constituting the Strawberry Festival or Maryfest Incorporated as a governmental or proprietary activity, event or function of the City of Marysville, nor shall it be construed as constituting the Festival sponsor(s) as agents of the City of Marysville.

3. This Strawberry Festival Annual Master Permit is authorization to use City of Marysville Facilities only. It no way replaces any permit or license required by any other governmental regulatory organization for the activities identified herein.

B. Festival Sponsor Responsibility - Indemnification

The Festival sponsor shall assume all responsibility and liability for the conduct and management of the Annual Strawberry Festival, and the finances thereof.

The Festival Sponsor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any claims injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this festival and agreement, including actions or inactions of persons participating or providing services in the event or from spectators, citizens, and other persons attending the events, except for injuries and damages caused by the sole negligence of the City.

C. Insurance Coverage(s)

Maryfest Incorporated agrees that it will maintain in force, at its own expense, a liability insurance policy which will insure Maryfest Inc. and the City of Marysville, its appointive and elected officers, employees and agents from any suits, claims or action brought against the City by any person or persons and from all costs and expenses of litigation brought against the City, its appointive and elected officers, employees and agents for such injuries to persons or damages to property occurring during the term of this Agreement or thereafter that result from performance or nonperformance by Maryfest Inc. of the obligations set forth in this Agreement. Such insurance policy shall be written for a period to include twenty-four (24) hours prior to the first of any and all activities presented by the Annual Festival Permit and extending for a period not less than twenty-four hours (24) following the completion of the event, including activities associated with the post Festival activities required to complete all events.

Maryfest Inc.'s maintenance of insurance as required by the agreement shall not be construed to limit the liability of Maryfest Inc to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

Maryfest Inc. shall provide a certificate of insurance evidencing:

Minimum Scope of Insurance

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate and a $2,000,000 products- completed operations aggregate limit. The City shall be named as an additional insured on Maryfest Inc.'s Commercial General Liability insurance policy using ISO CG 20 10 10 01 with CG 20 37 10 01or substitute endorsements providing equivalent coverage.

Other Insurance Required – As Applicable

Alcohol – If event activities includes alcohol available for consumption, whether sold or not, Maryfest Inc. shall procure and maintain for the duration of the event Liquor Liability insurance in the amount of $1,000,000 each occurrence. The City is to be named as an additional insured on Liquor Liability insurance. Host liquor liability coverage may be substituted when alcohol is consumed and not sold on premises with the prior written approval of the City.

Athletic Participant Events – If event activities include athletic events, the General Liability insurance shall include coverage for participant liability with limits of not less than $1 million per occurrence.

Other Insurance Provisions

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

1. Maryfest Inc.'s insurance coverage shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of Maryfest Inc.'s insurance and shall not contribute with it.

Notice of 2. Cancellation of Insurance.

In the event that Maryfest Inc receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Maryfest Inc. shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.

Acceptability of Insurers

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

Verification of Coverage

Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work

In case of breach of any provision of this section, the City may at its options and with no obligation to do so, provide and maintain at the expense of Maryfest Inc. such types of insurance in the name of Maryfest Inc. as the City may deem proper, and may deduct or charge costs from any sums which may be found or become due to Maryfest under this Agreement or may demand Maryfest promptly reimburse the City for such costs.

D. Independent Contractor

It is further agreed by and between the parties that because this Agreement shall not constitute nor create an employer-employee relationship, Maryfest shall be responsible for all obligations relating to federal income tax, self employment, FICA taxes and contributions, and all other so-called employer taxes and contributions, including, but not limited to, industrial insurance(Worker's Compensation), and that Maryfest agrees to hold the City of Marysville harmless from any claims, valid or otherwise, made to the City because of these obligations.

Any and all employees of Maryfest, while engaged in the performance of any work or services required by Maryfest under this Agreement, shall be considered employees of Maryfest only and not the City of Marysville, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of said employees of Maryfest,

made by a third party as a consequence of any negligent act or omission the part of Maryfest's employees while so engaged in any of the work or services required to be rendered herein, shall be the sole obligation and responsibility of Maryfest.

Maryfest shall comply with all applicable provisions of the Fair Labor Standards Act and other legislations affecting its employees and the rules and shall save the City free, clear and harmless from all actions, claims, demands and expenses arising out of said act and rules and regulations that are or may be promulgated in connection herewith.

Maryfest assumes full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes , fees, license, excises or payments required by city, state and federal legislation which are now, or may during the term of this Agreement be, enacted as to all persons employed by Maryfest Inc. and as to all duties, activities and requirements by Maryfest Inc. in performance of the work under this Agreement and Maryfest Inc. shall assume exclusively liability therefore, and meet all requirements there under pursuant to any rules or regulations that are now or may be promulgated in connection herewith.

E. Non Discrimination

Maryfest Inc. nor any officer, agent or employees shall not discriminate in the provision of service under this contract against any individual, partnership, or corporation based upon race, religion, sex, creed, place of origin, or any other form of discrimination prohibited by federal, state or local law.

F. Annual Festival Events and Activities

All proposed festival events and activities are to be identified through the Strawberry Festival Annual Proposal no later than April 1st of the Festival year. The Festival Events and Activities schedule is to be submitted for review by the City Clerks Office and each City Department or Division identified providing support. The Festival Events and Activities schedule must also identify all sponsoring or hosting entities prior to approval of the Master Permit. The Proposal shall also identify all advertising and promotional efforts for distribution throughout the Pacific Northwest. All schedules are to be provided to the City's Public Information Officer for community distribution through the Community Access Channel and other City advertising resources. The Proposal shall designate the geographical boundaries of the festival area and may include provisions within the area for festival parades, carnivals, sporting and recreational events.

G. Use of Public Property

All public streets and facilities to be utilized for the permitted year are to be identified in the Annual Festival Proposal and updated annually for approval. Facilities or events not identified within the Annual Festival Proposal Exhibits are not covered within the annual permit and will not be considered permitted or authorized activities. Use of public facilities that require advanced reservations, facility use agreements and or additional use considerations must be identified on an annual basis no later than 90 days before the first day of all festival activities. Facilities not reserved and or utilized by the permitted agency may become available for other uses under the requirements of any required

facility use agreements enforced by the City. The sponsoring organization is prohibited from charging any type of admission or entry fee requirement in facilities owned and operated by the City of Marysville.

H. Vendor Facilities and Structures

All proposed vendors and structures housed on publicly owned and or private property are to be identified within the Annual Festival Proposal. Vendors not submitted will not be authorized to conduct business under the benefits of the Master Permit and will not be considered associated with the Strawberry Festival and subject to the requirements of the City of Marysville Municipal Code. Portable facilities erected or delivered for public use are to be identified within the organizations insurance coverage(s). Such facilities are to be inspected prior to authorized use by the general public. Maryfest will provide a copy of all participating vendors each year to the Finance Director to verify sales tax reporting requirements.

I. Risk Management Plan

The sponsoring agency will establish a Risk Management Plan that will identify any potential catastrophic losses or events during the length of the Festival. The plan is to be submitted as an element of the Annual Festival Proposal. The plan must develop and maintain overall policies and procedures for risk control, including security, personal safety, automobile safety, fire prevention, emergency planning and legal liability, using internal or city assistance. The Risk Management plan is to identify the following basic criteria for the safety of all participants specifically during the Festivals largest attendance events such as:

1. Parade Route Safety Features and Evacuation Plan
2. Market in the Park Safety Requirements and Evacuation Plan
3. Special Venue Safety Requirements and Evacuation Plan
4. Carnival Site Safety Requirements and Evacuation Plan

The sponsoring organization is to identify the current Risk Manager annually within the Proposal. The Risk Manager is to provide immediate notification to the City Clerk of any potential loss or claim as a result of participation in any of the authorized Festival Events.

J. Special Conditions

Special Conditions may be required of the Master Permit during the permitted year. See attached **Special Conditions Exhibit A** if applicable.

K. Severability

If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the City and Maryfest have executed this Agreement as of the date first above written.

Date this ____ day of _____, 201___.

THE CITY OF MARYSVILLE

By_____
JON NEHRING, Mayor

APPROVED AS TO FORM:

By_____
GRANT K. WEED, City Attorney

ATTEST:

By_____
City Clerk

MARYFEST INCORPORATED

By_____
PRESIDENT

Special Conditions Exhibit A

1. The Festival Sponsor may be responsible for damages to any city owned facilities and or equipment utilized during the overall length of the festival. Responsibility includes repairs and or replacement of any damaged equipment and or fixtures.

2. Traffic controls not available through the City's inventory will be the responsibility of the Festival Sponsor at the Sponsors expense. The city reserves the right to seek reimbursement of costs associated with use of public safety personnel utilized outside of original scope or services not identified within the annual proposal.

3. The City reserves the right to cancel its obligations to the sponsoring organization in the event of a public emergency requiring city forces and equipment.

4. Advertising of all festival activities is important to the success of the festival and promotion of the City of Marysville. Festival Sponsors are encouraged to work with the City's Community Information Officer in year-round promotions of the Strawberry Festival. State wide promotion of the Strawberry Festival shall include various marketing strategies and programs that are designed to attract tourism throughout Washington, Oregon and British Columbia. Maryfest agrees to maintain a full time web site that provides the annual calendar of events no later than April 15th of each festival season. Related brochures and guides are to be published within 30 days of the actual festival dates. The City requests that an ex-officio position be assigned to the sponsors operating board or Board of Directors to maintain open and current communications of all planned activities.

5. If the Sponsoring Festival Organization hosts a public golf tournament event, first consideration is to host the tournament on the City's Cedarcrest Golf Course.

EXHIBIT B
ANNUAL STRAWBERRY FESTIVAL PROPOSAL/PERMIT

Maryfest, Inc.
PO Box 855
Marysville, WA 98270

(PH) 360-659-7664
www.maryfest.com

2011 Strawberry Festival Permit Proposal

Prepared for: City of Marysville

Prepared by: Maryfest, Inc.

Welcome to "Berrywood" the 80th Annual Marysville Strawberry Festival. We are pleased to bring back the Grand Parade, Kids Day, and all the other crowd favorites for the 2011 festival. The changes for this year are the proposed addition of the Kiwanis Pancake Breakfast, Wenatchee Children's Circus and we are moving Kids Day to the Saturday prior to the festival. Otherwise the proposal is the same. We are very excited to be working with and promoting the City of Marysville for another festival season.

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ORGANIZATION

History

Strawberry Festival has been a Marysville tradition since 1932. In 1974 Maryfest, Inc. the sponsoring organization for the Marysville Strawberry Festival, was formed. The Primary purpose of Maryfest is to promote the Strawberry Festival and the City of Marysville throughout the Pacific Northwest, Oregon and Canada. This has been and continues to be accomplished though the annual festival and the travel of the festival float and its representatives. Maryfest Inc. is a 501(c)4 nonprofit organization.

Mission Statement

To be friendly and helpful when representing the Strawberry Festival. To promote the Strawberry Festival, the City of Marysville and it's businesses.

Legal Structure

Management of the Corporation, Maryfest, Inc., is vested in the Board of Directors, consisting of fifteen (15) members. The Executive Board and Officers include the President, Vice President, Vice President Elect, Secretary and Treasurer. Officers, Board Member, Event Directors and Committee Members are all non-paid volunteers residing in the city of Marysville and surrounding area.

Membership and Funding

Members of Maryfest, Inc. shall be individual, co-partnerships, corporations, associations and firms of every type and description that shall be interested in promoting Marysville. Membership fees are approved by the Board of Directors.

Some funding for the Strawberry Festival is acquired by sponsorships, donations and grants. With one of the grants applied for being the City Hotel/Motel Tax.

ORGANIZATION

Insurance

Insurance coverage for Maryfest, Inc. and for all Strawberry Festival events is provided through Capitol Indemnity Corp., North Bend, IN which is currently A Rated.

The local insurance agency for Maryfest, Inc. is Marysville-Anderson Insurance Agency located at 901 State Avenue, Marysville, WA 98270. Their phone number is (360) 653-0900.

The City of Marysville and the Marysville School District #25 are named as additional insured in the liability policy of $1 million per occurrence and $2 million aggregated per event during the Strawberry Festival. A certificate of insurance is required for all motorized units, equestrian units and food vendors with the City of Marysville, the Marysville School District #25, Maryfest, Inc. and their employees and volunteers named as additional insured.

Our policy covers us all year and renews on April 10th. A copy will be provided.

Advertising

Some of the advertising we are planning includes radio (KISS) and television (TV-3 & possibly a major Seattle channel). As for print Advertising, North County Outlook will be producing our Official Guide (distributed to all Marysville Residents), ads will be placed in The Herald, The Globe, and The Seattle Times, and we will again have counter cards and posters (targeted to be distributed by May 14th).

Our major sponsors are the Tulalip Resort Casino, and Fred Meyer. We are still in the process of obtaining more sponsors. All sponsors will be posted on the festival website.

ORGANIZATION

Bleachers

Remote controlled hydraulic bleachers have been purchased. The bleachers are 45 feet long, portable, and take 15 minutes to set up and take down. The bleachers will be used at the Trike Race, Parades, and any other event where they are needed.

Portable Restroom Placement

Portable Restrooms are provided by: NW Cascade Honey Bucket (800-562-4442). They will be placed at the following locations:

3	Kids Day (Saturday 6/12)
1	Tacos Guaymas Behind by back Building (80th & State)
2	School District Bus Barn (4220 80th St NE) (1 at 80th and 1 at 78th Outside the Fence)
3	76th Street (exact location TBD)
1	Key Bank (1330 State Ave)
1	Buzz Inn Tavern (Grove & State)
1	Pawn Exchange South End (1098 State Ave)
1	State St. Food Mart North of Barricade under sign (10th & State)
1	Municipal Court Building (1015 State)
1	SE Corner of 5th and State
2	O'Reilly Auto Parts Parking Lot (4th & State)
1	NW Corner of 3rd and State
1	1525 3rd St
2	Public Works Outside the Fence (80 Columbia)
4	7th & State (School Side)
1	3rd & Alder in the SW Corner
2	Safeway Parking Lot (1 North & 1 South End)
14	At The Market

Evacuation Plans

An evacuation plan is already on file with the city per Bob Dolhanyk.

MARKET: 1. Three (3) of four (4) gates are always opened during market hours. In case of Emergency and evacuation gate #4 (located at back of field on Quinn) will be opened immediately. 2. Market crew will terminate all electrical power at main box (North end of Asbery Field) if necessary. 3. Market Committee has Certified Red Cross First Responder on site. 4. Two (2) fire extinguishers are located at Market Office (motor home at main gate on Alder). 5. In case of severe lightning storm, once field is evacuated all gates will be closed and no one will be allowed into the field until weather permits. 6. Please see attached map given to each vendor in welcome packet for emergency exits. See map on page 24.

2011 Traveling Float Schedule

April 9th, 2011	*Daffodil Festival (Tacoma / Puyallup / Sumner / Orting, WA)*
May 1st, 2011	*Loyalty Days Parade (Long Beach, WA)*
May 7th, 2011	*Apple Blossom Festival (Wenatchee, WA)*
May 14th, 2011	Irrigation Festival (Sequim, WA)
May 21st, 2011	*Rhododendron Festival (Port Townsend, WA)*
May 28th, 2011	*Hyack Festival (New Westminster, BC)*
June 4th, 2011	Starlight Parade (Portland, OR)
June 12th, 2011	Fat Cat Children's Festival (Kelowna, BC)
June 18th, 2011	*Strawberry Festival (Marysville, WA)*
June 25th, 2011	Fathom's O' Fun (Port Orchard, WA)
July 4th, 2011	Logger Days (Sedro Woolley, WA)
July 16th, 2011	Hi-Yu Festival (West Seattle, WA)
July 16th, 2011	*Capital Lakefair Festival (Olympia, WA)*
July 23rd, 2011	*Des Moines, WA*
July 24th, 2011	Chinatown (International District, Seattle, WA)
July 27th, 2011	Greenwood (Seattle, WA)
July 30st, 2011	*Seafair (Seattle, WA)*
August 6th, 2011	Pioneer Days Parade (Lake City, WA)
August 13th, 2011	*Astoria Regatta (Astoria, OR)*
August 27th, 2011	*Tulalip Days (Tulalip, WA)*
September 5th, 2011	Prosser States Day Celebration (Prosser, WA)
September 24th, 2011	*Autumn Leaf Festival (Leavenworth, WA)*
October 1st, 2011	*Salmon Days Festival (Issaquah, WA)*
December 3rd, 2011	Merrysville for the Holiday (Marysville, WA)
December ??, 2011	Pacific Life Holiday Bowl (San Diego, CA)

EVENTS BY DAY

Thursday, June 9th, 2011

5:00 PM—8:00 PM	Wine Tasting (Winestyles)

Saturday, June 12th, 2011

8:30 AM — 10:00 AM	Berry Run (Smokey Point Plant Farm)
12:00 PM—6:00 PM	Kids Day (Asbery Field)

Sunday, June 13th, 2011

TBD	Wenatchee Children's Circus (Asbery Field)

Tuesday, June 14th, 2011

12:00 PM — 2:00 PM	Fashion Show (Leifer Manor)

Thursday, June 16th, 2011

6:00 PM — 9:00 PM	Talent Show (MPHS Auditorium)
TBD — 10:00 PM	Carnival (MMS Play Field)

Friday, June 17th, 2011

2:00 PM — 9:00 PM	Market (Asbery Field)
TBD — 10:00 PM	Carnival (MMS Play Field)
7:00 PM — 10:00 PM	Adult Trike Race (Asbery Field)

Saturday, June 18th, 2011

10:00 AM — 11:00 AM	Rose Planting Ceremony (Totem Middle School)
TBD — 11:00 PM	Carnival (MMS Play Field)
10:00 AM — 7:30 PM	Market (Asbery Field)
10:00 AM — 5:00 PM	Car Show (Asbery Field)
1:00 PM — 3:00 PM	Strawberry Shortcake Eating Contest (Asbery Field)
4:00 PM—6:00 PM	VIP Reception—Invitation Only (Safeway)
6:00 PM — 7:00 PM	Kiddies Parade (State Ave.)
7:30 PM — 10:00 PM	Grand Parade (State Ave.)
10:00 PM — 10:30 PM	Fireworks (Public Works)

Sunday, June 19th, 2011

7:00 AM—11:00 AM	Kiwanis Famous Pancake Breakfast (Asbery Field)
TBD — 5:00 PM	Carnival (MMS Play Field)
10:00 AM — 5:00 PM	Market (Asbery Field)

Open Time of Carnival is weather permitting.

EVENT DETAILS

All calls should be directed to the Festival Office at 360-659-7664 or to the web-site at www.maryfest.com. ***The phone numbers listed are for emergency use only.***

Adult Trike Race
Date: Friday, June 17th, 2011 at 7:00 PM
Location: Asbery Field
Contact: Jodi Hiatt (PH) 360-659-4706
Got Jello? Watch as adults race on big trikes through a difficult and messy obstacle course. From the Nascar Curve to the Jello Pit this is one event you don't want to miss.

Berry Run / Walk
Date: Saturday, June 12th, 2011 at 8:30 AM
Location: Smokey Point Plant Farm
Contact: Judy Anderson (Maryfest Contact) (PH) 425-308-1019
Jeff Sowards (Lakewood Contact) (PH) 360-652-4505 x2050
No matter if you enjoy running or walking this event has something for you. You can pick either the 1 mile course or the 5k run, either way this fun run helps to raise money for the Lakewood Cross Country Team.

Car Show
Date: Saturday, June 18th, 2011 from 10:00 AM — 5:00 PM
Location: Asbery Field
Contact: Emerald City Car Club, Paul Lind (PH) 425-316-8423
You might hear a strange rumble coming from Asbery Field, but don't worry that's just the sound of these beautiful Cars. From Classic to Custom there is something for everyone!

Fashion Show
Date: Tuesday, June 14th, 2011 at 12:00 PM
Location: Leifer Manor
Contact: Bobbi Young (PH) 425-210-5210
Watch as local models showcase summer fashion from local retail stores. Fashions are for young and old, men and women. So reserve a seat or a table and enjoy your lunch while checking out what's "HOT" for the summer.

EVENT DETAILS

Funtastic Carnival
Date: Thursday, June 16th, 2011 from TBD to 10:00 PM (out by 11)
Friday, June 17th, 2011 from TBD to 10:00 PM (out by 11)
Saturday, June 18th, 2011 from TBD to 11:00 PM (out by 12)
Sunday, June 20st, 2011 from TBD to 5:00 PM (out by 6)
*****Open times are weather permitting.***
Location: Marysville Middle School Play Field
Insurance Carried: 5 Million Total (Contract attached see pg. 25)
Contact: Funtastic, Rob Rhew, (PH) 509-761-0989
Come play the games, ride the rides and enjoy all the yummy carnival food. With lots to choose from Funtastic makes this carnival one everyone can enjoy!

Grand Parade
Date: Saturday, June 18th, 2011 at 7:30 PM (Pre-Parade) 7:45 Official Start
Location: State Avenue from 76th Street to 3rd & Alder
Contact: Carol Kapua (PH) 360-659-6086
Debbie Libbing (PH) 360-653-1143
Everyone loves a parade! This years Grand Parade is sure to delight young and old alike. Watch as the marching bands, floats and other entries make their way down State Avenue. Followed by a spectacular fireworks display

Kiddies Parade
Date: Saturday, June 18th, 2011 at 6:00 PM
Location: State Avenue from 7th Street to 5th Street
Contact: Kim Mease (PH) 425-870-2928
Don't let the length of this parade fool you! From costumes to pets to bikes the youngsters in this non-motorized parade just want to have fun.

Kids Day
Date: Saturday, June 12th, 2011 from 12:00 PM—6:00 PM
Location: Asbery Field
Contact: Dave Clemmons (PH) 206-790-2041
Now is the chance for the little ones to have some fun! Kids will have the chance to meet their favorite mascot, enjoy kid friendly entertainment, and booths with free activates and giveaways to keep little hands busy, this is sure to be a hit.

EVENT DETAILS

Kiwanis Famous Pancake Breakfast
Date: Sunday, June 19th, 2011 from 7:00 AM to 11:00 AM
Location: Asbery Field
Inspections: Health Dept.
Contact: Dave Voigt (PH) 360-63-5110
Everybody LOVES pancakes!! So bring your family and friends and enjoy a great pancake breakfast to start the day right.

The Market
Date: Friday, June 17th, 2011 from 2:00 PM to 9:00 PM
Saturday, June 18th 2011 from 10:00 AM to 7:30 PM
Sunday, June 19th, 2011 from 10:00 AM to 5:00 PM
Location: Asbery Field
Inspections: Health Dept.
Contact: Jodi Hiatt (PH) 360-659-4706
From Arts and Crafts to Food Vendors the Market has everything. Come walk through the booths or stop for a bite to eat, either way your sure to find something you'll like.

Rose Planting Ceremony
Date: Saturday, June 18th, 2011 at 10:00 AM
Location: Totem Middle School
Contact: Jeri Welch (PH) 360-658-3683
Join us for a ceremony you won't forget, as the Portland Royal Rosarians plant a Rose honoring the festival.

Talent Show
Date: Thursday, June 16th, 2011 at 6:00 PM
Location: Marysville Pilchuck High School Auditorium
Contact: Marcy Giesler (PH) 360-653-6584
So you want to be a star? From singing to dancing to comedy this show has it all. Watch as children, teens, and adults perform to show you their STAR qualities.

Wine Tasting
Date: Thursday, June 9th, 2011 at TBD
Location: Winestyles
Contact: Kerri Jorgensen (PH) 425-232-6656
Do you like red or white or Not sure? Now's your chance to taste some great local wines and help to support the Strawberry Festival.

STREET CLOSURES

Thursday, June 16th, 2011

12:00 Noon	*7th St. from Alder to Quinn Ave.*
	***To remain closed until Sunday, June 19th at 10:00 PM*

Friday, June 17th, 2011

8:00 AM	*"No Parking after 4:00 PM Saturday" signs posted with barricades on 2nd St. from Columbia Ave. to Quinn Ave. and at 3rd and Alder (both sides of street). Except for Band & Drill Teams buses and vans.*

Saturday, June 18th, 2011

1:00 PM	*5th St. from State Ave. to Columbia Ave.*
	5th St. from State Ave. to Delta Ave.
3:00 PM	*7th St. from State to Quinn Ave.*
	***To remain closed until Saturday, June 19th at 10:30 PM*
4:00 PM	*2nd St. from Columbia Ave. to Quinn Ave.*
	76th St. from State Ave. to 43rd St.
	6th St. to 9th St. from State Ave. to Delta Ave.
	6th St. to 10th St. from State Ave. to Columbia Ave.
	State Ave. from 80th St. to Grove & Grove to 4th
	Grove Street from 43rd to State
5:00PM	*3rd St. from State Ave. to Alder*
	State Ave. from 4th St. to 3rd St.
6:00 PM	*Alder (43rd) Street from Grove St. to 76th St.*
7:00 PM	*Grove Street from Cedar Ave. to 47th Ave.*
7:30 PM	*4th St. from Cedar to 47th Ave.*

State Ave. to remain closed from Grove St. to 3rd Street until after fireworks (approx. 10:30 PM)

Street closure notices are hand delivered to all residents and businesses on 2nd and 3rd Street.

*****Streets should be closed to all traffic with the exception of emergency vehicles and Festival Officials. Special passes will be posted on all Festival vehicles.***

PUBLIC WORKS ASSISTANCE

STREET DEPARTMENT

In addition to the specific events below, street barricades are requested for all festival events requiring Street Closures (please see page 12). Maryfest, Inc. will provide the required signage for posting notice of closure of SR 528, 4th Street and 88th Street Freeway Exits and Ebby Slough Bridge.

Thursday, June 16th, 2011

MARKET: Barricade placed at gate of Asbery Field on Quinn

Saturday, June 18th, 2011

5:00 PM to End of Event
GRAND PARADE: Please see street closures to determine how many barricades are needed.

WATER DEPARTMENT

Sandbags for the Fireworks
Contact: P) 360-363-8100

PUBLIC WORKS ASSISTANCE

SANITATION DEPTMENT

Saturday, June 12th, 2011 to Sunday, June 13th, 2011

Dumpster for Kids Day
1 dumpster placed on the corner of 7th St and Alder next to fence

Trash & Recycle containers for Kids Day
10 Trash containers
10 Recycle containers

Thursday, June 16th, 2011 to Sunday, June 19th, 2011

Dumpsters for Market
4 dumpsters placed on the corner of 7th St. and Alder next to fence.
Service is request once per day in the AM on all dumpsters

Recycle containers for Market
20 Recycle containers

Saturday, June 18th, 2011

Trash and recycle containers in 1/2 block intervals on State Ave. from 76th St. to 3rd St.

Trash and recycle containers in 1 block intervals on 3rd St. from State Ave. to Alder.

POLICE DEPARTMENT. ASSISTANCE

Friday, June 17th, 2011

Occasionally from 2:00 PM—9:00 PM
MARKET: Walk through to monitor Asbery Field

Saturday, June 18th, 2011

5:00 PM to End of Event
PARADES: Assistance with crowd control and Street Closures

6:00 PM to 7:30 PM
PARADE VENDORS: An officer available for festival personnel to call if assistance is needed in removing non-authorized vendors from route.

Occasionally from 10:00 AM—7:30 PM
MARKET: Walk through to monitor Asbery Field

Sunday, June 20th, 2011

Occasionally from 10:00 AM—5:00 PM
MARKET: Walk through to monitor Asbery Field

KIDDIES & GRAND PARADE: Seafair Marshals will assist in crowd control.

MARKET: Maryfest, Inc. will provide security. Telephone equipment will be provided so as to enable our security to be in contact with Maryfest, Inc. Officials and the Marysville Police Department. For 2011 the Market Committee is working with the police department to provide security. Security Hours: Thursday 9pm—6am; Friday 9pm-6am, and Saturday 9pm-6am

CARNIVAL: Carnival Manager will contact Marysville Police Department for any security needs. ***Maryfest, Inc. is NOT responsible for carnival security.***

FIRE DEPARTMENT. ASSISTANCE

Saturday, June 12th, 2011

8:00 AM to End of Event
BERRY RUN: Medical Aid Crew on Site at Smokey Point Plant Farm
****Contact information (name and phone number) to be furnished to Maryfest at minimum 2 weeks prior to event.**

Friday, June 17th, 2011

5:00 PM to End of Event
TRIKE RACE: Medical Aid Crew on Site at Asbery Field

Saturday, June 18th, 2011

4:00 PM to 6:00 PM
GRAND PARADE: Fire Marshall requested at Marysville School District Bus Barn for float inspections.

PARKS DEPARTMENT. ASSISTANCE

Monday, May 2nd, 2011 thru Monday, June 20th, 2011

All festival banners to be hung
(i.e. banner across 4th and street banners)

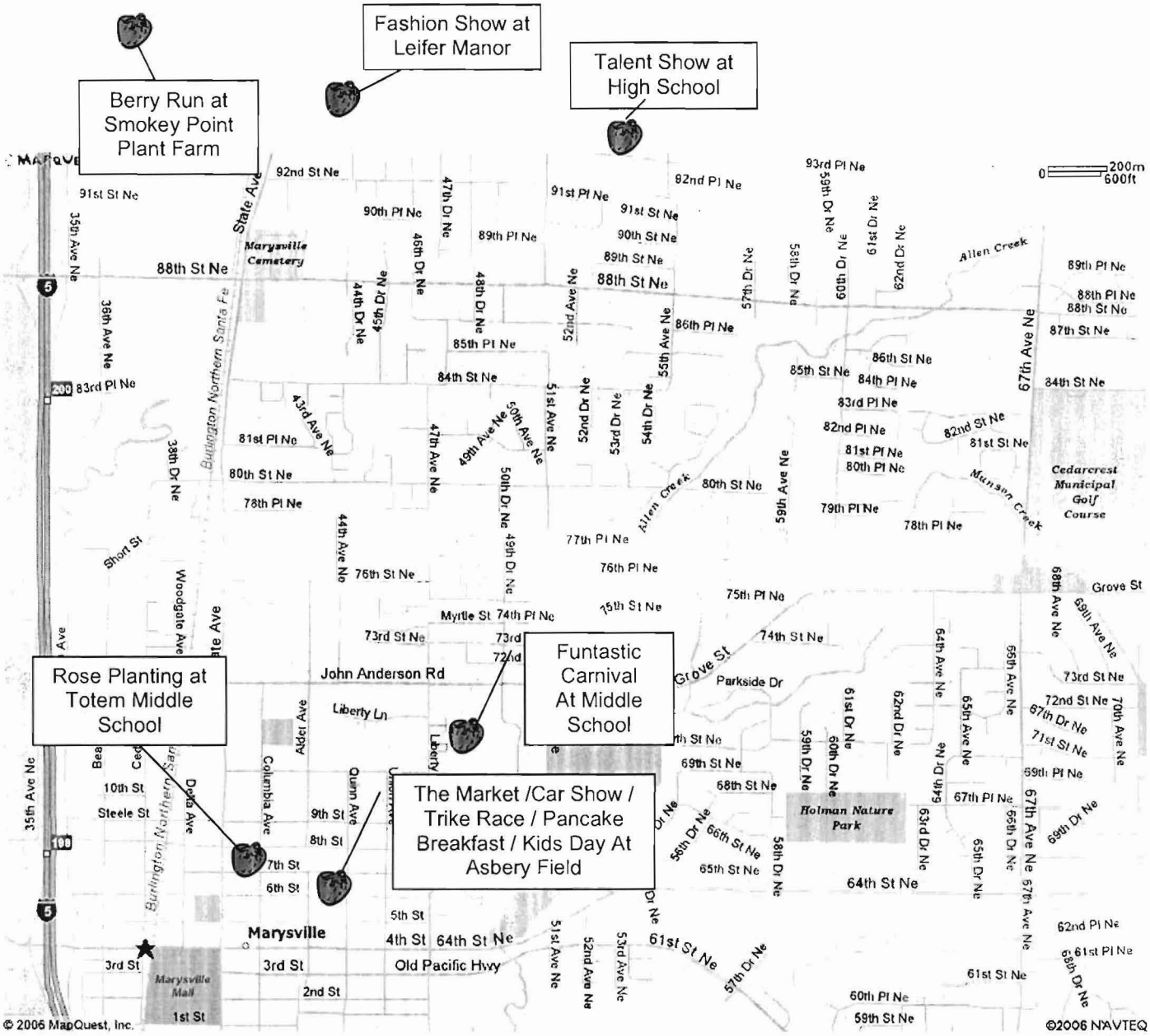
Thursday, June 16th, 2011 thru Sunday, June 19th, 2011

8:00 AM Thursday thru 6:00 PM Sunday
MARKET: Picnic tables to be delivered for use in food court area.
MARKET: 1 gator to be used at market
MARKET: Electrical Cord Crossing Guards

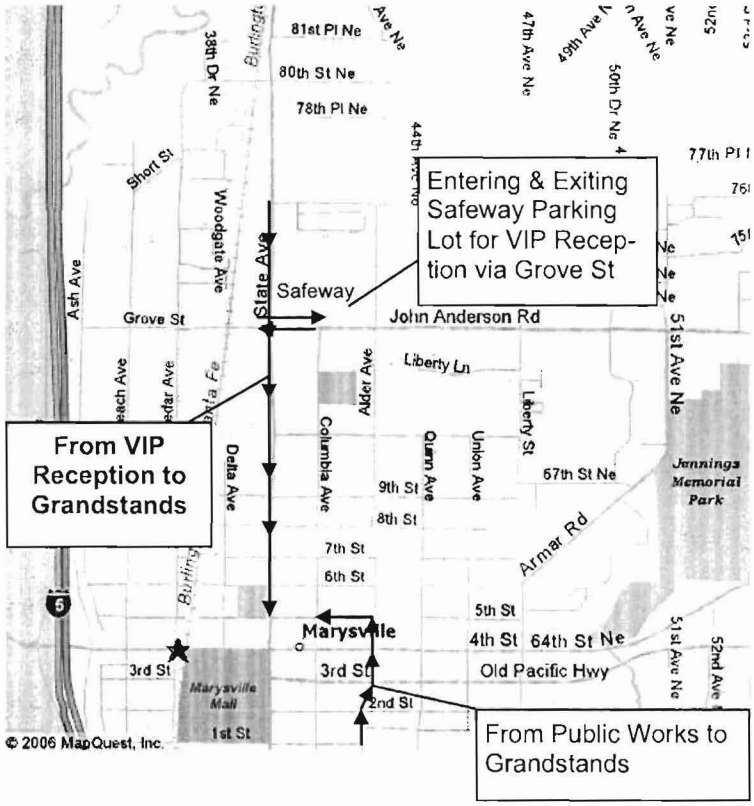
Saturday, June 18th, 2011 thru Sunday, June 19th, 2011

Noon Saturday thru Sunday
PARADE: Use of 2 golf cart to be delivered to Key Bank at 76th Street for use by parade personnel

EVENT LOCATIONS



TRANSPORTATION ROUTES

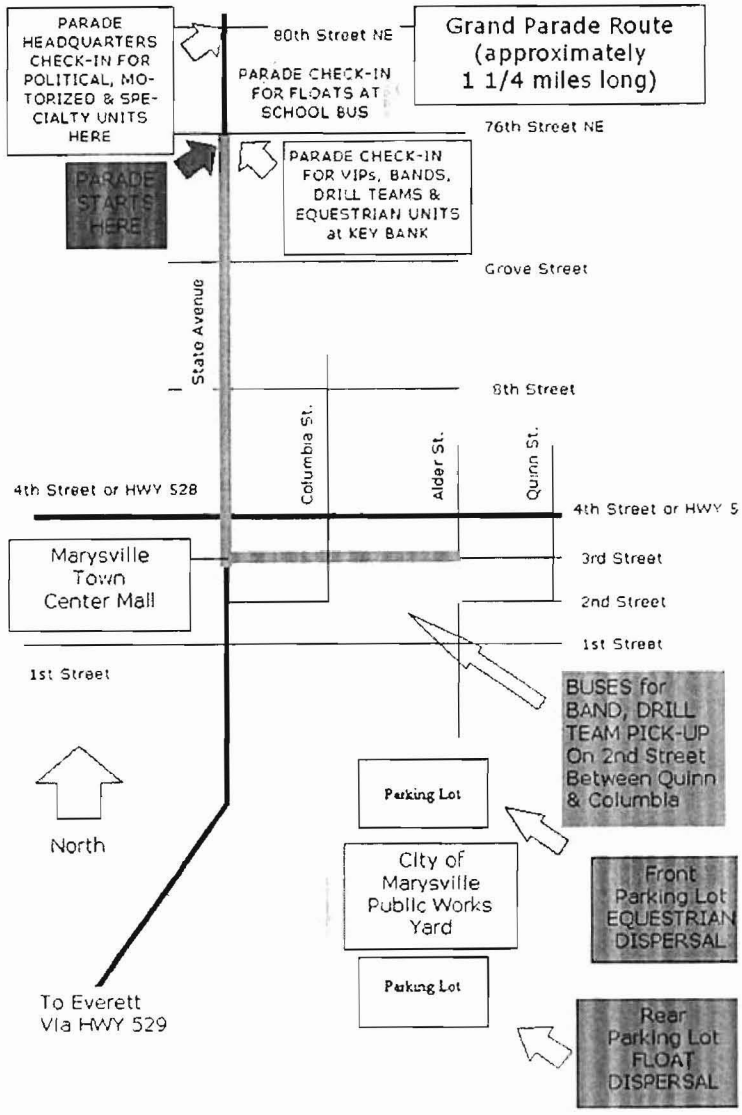


Transportation Director: Chuck Walser (360) 659-4992

While the roads are closed VIP Transportation will be taking the following routes. <u>All VIP Shuttles will be clearly marked.</u>

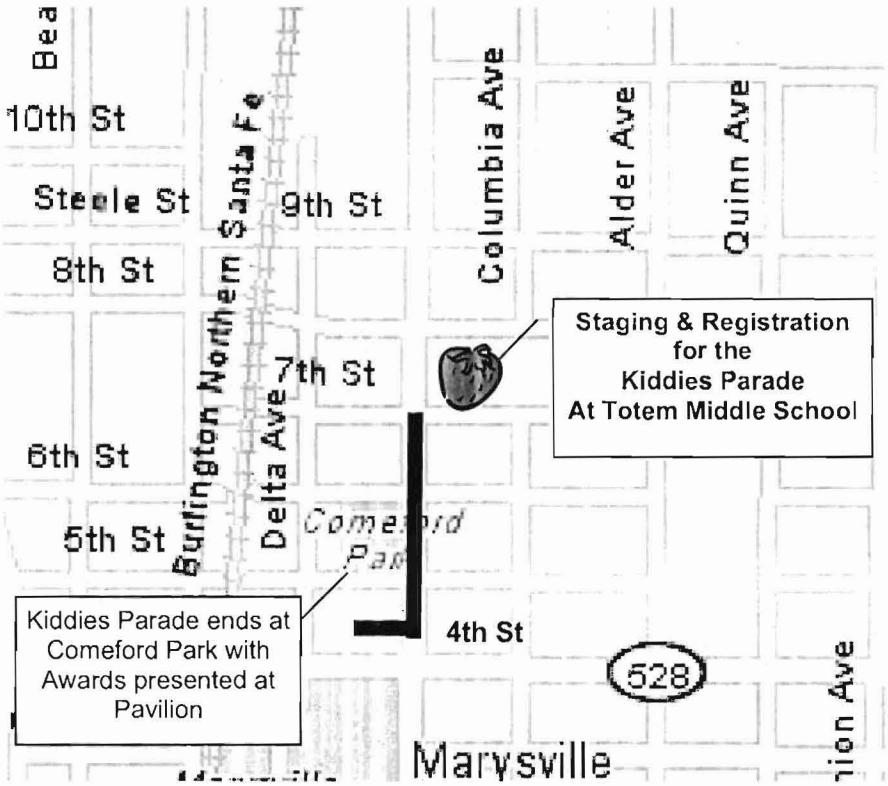
- VIP Shuttles will be taking people from Dispersal (Public Works) along Alder to the Grandstands on 5th St.
- VIP Shuttles will be on State Ave. until 7:30PM taking people from the start of the Parade Route (76th St.) and the Grandstands (5th St.).
- VIP Shuttles that will be taking people to the VIP Reception at Safeway will enter and exit the Safeway Parking Lot from Grove Street to State.

GRAND PARADE STAGING & ROUTE

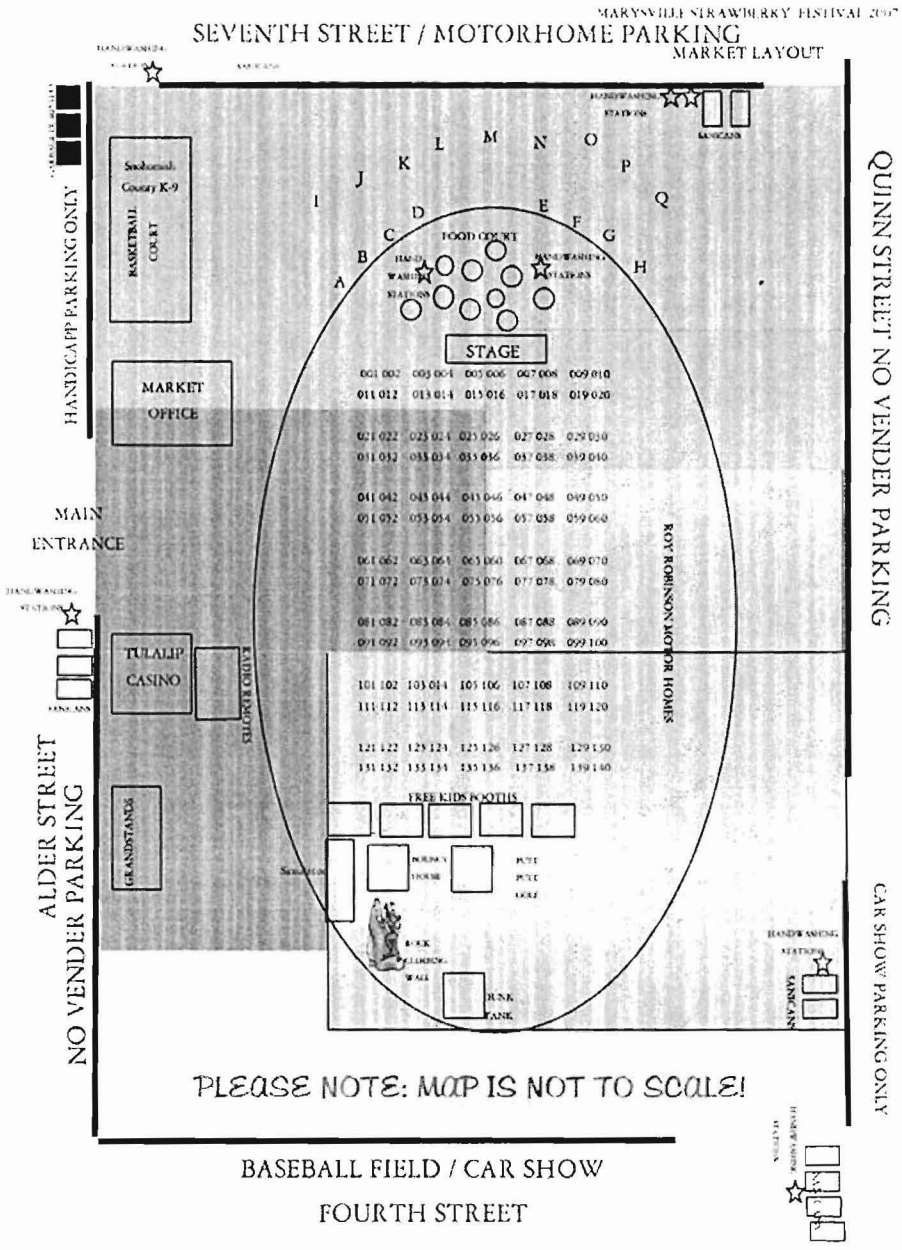


www.maryfest.com

KIDDIES PARADE STAGING & ROUTE



MARKET IN THE PARK EVACUATION MAP



www.maryfest.com

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 9, 2011

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, 2011** claims in the amount of **$145,152.19** paid by **Check No.'s 69931 through 70055.**
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 **$145,152.19 PAID BY CHECK NO.'S 69931 THROUGH 70055** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

AUDITING OFFICER — DATE: May 3, 2011

MAYOR — DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **5TH DAY OF MAY 2011.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 4/28/2011 TO 5/4/2011

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
69931	AMERICAN PLANNING	ANNUAL DUES-DUNGAN	COMMUNITY DEVELOPMENT-	281.00
	AMERICAN PLANNING	ANNUAL DUES-HOLLAND	COMMUNITY DEVELOPMENT-	313.00
69932	AMERICAN SOCCER COMP	(5)ADULT JESERY, (7) WHISTLES	GENERAL FUND	-12.25
	AMERICAN SOCCER COMP		RECREATION SERVICES	154.65
69933	ARAMARK UNIFORM	UNIFORM CLEANING	EQUIPMENT RENTAL	28.86
69934	ASHTON, KARI	JURY DUTY	COURTS	21.50
69935	AUDIOLOGY SERVICES	HEARING FIT TESTING	EXECUTIVE ADMIN	6.05
	AUDIOLOGY SERVICES		EXECUTIVE ADMIN	12.10
69936	AVEY, RALPH	PARTS REIMBURSEMENT	SOURCE OF SUPPLY	11.62
69937	BANK OF AMERICA	TRAVEL/MEAL REIMBURSEMENT	POLICE ADMINISTRATION	23.00
	BANK OF AMERICA		POLICE ADMINISTRATION	126.53
69938	BANK OF NEW YORK	ADMIN FEE MARWAT05	ENTERPRISE D/S	302.57
69939	BARRETT, SUZANNE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
69940	BELTRAN, RAMON	JURY DUTY	COURTS	21.00
69941	BETHUNE, DONALD		COURTS	25.00
69942	BICKFORD FORD	TURN SIGNAL FLASHER UNIT	EQUIPMENT RENTAL	18.78
69943	BOND, RHONDA	JURY DUTY	COURTS	26.00
69944	BORNHEIMER, PATRICIA	UB 334328000000 4328 151ST ST	WATER/SEWER OPERATION	88.00
69945	BORNKAMP, MARTA	JURY DUTY	COURTS	30.00
69946	BRADY, CATHY	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
69947	BUELL, JOHN	MEAL REIMBURSEMENT	UTIL ADMIN	14.00
69948	BURKE, CHARLES		STORM DRAINAGE	39.64
69949	BYDE, DOUG	EMPLOYEE'S OF THE QUARTER LUNC	UTIL ADMIN	49.10
	BYDE, DOUG	SUPPLY REIMBURSEMENT	WASTE WATER TREATMENT	54.19
69950	CARLSON, PAUL	UB 790970000000 5830 65TH AVE	GARBAGE	78.22
	CARLSON, PAUL		WATER/SEWER OPERATION	327.70
69951	CARPENTER, NANCIE	WITNESS FEES	MUNICIPAL COURTS	15.10
69952	CARRS ACE	FLARING TOOL	PUMPING PLANT	19.54
	CARRS ACE	MISC. SUPPLIES FOR SIGN SHOP	TRANSPORTATION MANAGEM	25.47
	CARRS ACE	PLIERS	WATER RESERVOIRS	31.47
	CARRS ACE	INSERT ADAPTERS,CLAMPS,ETC.	PARK & RECREATION FAC	41.30
	CARRS ACE	MISC. SIGN SHOP SUPPLIES	TRANSPORTATION MANAGEM	54.79
	CARRS ACE	MISC. SUPPLIES FOR SIGN SHOP/T	TRANSPORTATION MANAGEM	100.46
	CARRS ACE	MISC. ITEMS FOR SIGNAL/SIGN SH	TRANSPORTATION MANAGEM	176.30
69953	CDW GOVERNMENT INC	BACKUP EXEC AGENT	COMPUTER SERVICES	288.88
	CDW GOVERNMENT INC	BARRACUDA SPAM UPDATE/RENEWAL	COMPUTER SERVICES	1,173.97
69954	CITIES & TOWNS	SNO COUNTY CITIES DINNER (2)	CITY COUNCIL	64.00
69955	COLLINS, LATASHA	JURY DUTY	COURTS	21.00
69956	COMCAST	CABLE SERVICE-KBCC	BAXTER CENTER APPRE	48.94
69957	COMMERCE,DEPT OF US	1977 DROUGHT BOND-INTEREST PAY	DROUGHT-DEBT SERVICE	3,500.00
69958	COOP SUPPLY	FENCING MATERIAL-STORM DRAIN R	STORM DRAINAGE	44.30
69959	CORPORATE OFFICE SPL	WYPALL WIPES	ER&R	94.43
	CORPORATE OFFICE SPL	WYPALL WIPES & DUST OFF	ER&R	123.42
69960	CRYSTAL SPRINGS	WATER DELIVERED & HOT/COLD COO	WASTE WATER TREATMENT	206.27
69961	DAY WIRELESS SYSTEMS	RADIO ADAPTERS	POLICE PATROL	114.04
69962	DC ELECTRIC, INC.	PAY ESTIMATE #1	CITY STREETS	-5,871.82
	DC ELECTRIC, INC.		TRANSPORTATION MANAGEM	12,753.58
69963	DENNIS, ELDON	LEOFF1 REIMBURSEMENT	POLICE ADMINISTRATION	565.00
69964	DICKS TOWING	TOWING EXPENSE MP11-2247	POLICE INVESTIGATION	43.44
	DICKS TOWING	TOWING EXPENSE MP11-2286	POLICE PATROL	43.44
69965	DUBYNE, KELLY R.	INSTRUCTOR SERVICES	RECREATION SERVICES	26.46
69966	DUNLAP INDUSTRIAL	MISC. OIL PADS & RESURFACING D	EQUIPMENT RENTAL	374.67
69967	E&E LUMBER	CEMENT	PARK & RECREATION FAC	4.88
	E&E LUMBER	2" ELBOWS, TAPE	PARK & RECREATION FAC	9.93
	E&E LUMBER	GRAFFITI SUPPLIES	COMMUNITY DEVELOPMENT-	25.64
	E&E LUMBER	DRUM LINER	PARK & RECREATION FAC	28.91
	E&E LUMBER	TAPE RULE, TACKER STAPLE	PARK & RECREATION FAC	36.89

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 4/28/2011 TO 5/4/2011

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
69967	E&E LUMBER	MISC. PVC PARTS	SOURCE OF SUPPLY	38.68
	E&E LUMBER	VALVE BOX W/COVER	PARK & RECREATION FAC	57.96
	E&E LUMBER	REDI MIX	WATER DIST MAINS	179.41
69968	EMERALD HILLS	COFFE SERVICE/SUPPLIES-KBCC	BAXTER CENTER APPRE	182.46
69969	ERWIN, GEROGRY	JURY DUTY	COURTS	12.00
69970	EVERETT STAMP WORKS	NEW ROUTING STAMP	POLICE ADMINISTRATION	32.80
69971	EVERETT, CITY OF	LAB ANALYSIS	WATER QUAL TREATMENT	16.20
	EVERETT, CITY OF		WASTE WATER TREATMENT	1,802.70
69972	EVERETT, CITY OF	ANIMALS BROUGHT TO SHELTER-03/	ANIMAL CONTROL	8,305.00
69973	FREILINGER, LYNDA	JURY DUTY	COURTS	22.00
69974	GARRISON, ALETA	CLASS REFUND	PARKS-RECREATION	95.00
69975	GC SYSTEMS INC	COLLAR W/SET SCREW	PUMPING PLANT	224.55
69976	GENERAL CHEMICAL	ALUMINUM SULFATE	WASTE WATER TREATMENT	3,297.75
69977	GOVCONNECTION INC	MISC. PERIPHERAL	COMPUTER SERVICES	42.84
	GOVCONNECTION INC	HEATHER'S LAPTOP-PART 4	TRANSPORTATION MANAGEM	545.17
69978	GRAINGER	DRIVE PIN PUNCH & DRILL BIT SE	TRANSPORTATION MANAGEM	32.95
	GRAINGER	ELECTRIC HEATER	PUMPING PLANT	471.35
69979	GRAY AND OSBORNE	PROFESSIONAL SERVICES	WATER CAPITAL PROJECTS	350.61
	GRAY AND OSBORNE		WATER CAPITAL PROJECTS	420.73
	GRAY AND OSBORNE		SEWER CAPITAL PROJECTS	2,311.35
69980	GUY, KRISTIE	WELLNESS SUPPLY REIMBURSEMENT	PERSONNEL ADMINISTRATIO	87.90
69981	HARVEY, MICHELLE	JURY DUTY	COURTS	30.00
69982	HD FOWLER COMPANY	1/4" BRASS SNUBBER	PUMPING PLANT	54.75
	HD FOWLER COMPANY	MISC. PARTS	SEWER MAIN COLLECTION	193.95
	HD FOWLER COMPANY	WRENCH & SHOVELS	ER&R	268.61
	HD FOWLER COMPANY	MISC. ITEMS	ER&R	363.35
	HD FOWLER COMPANY	MISC PARTS	WATER DIST MAINS	506.30
	HD FOWLER COMPANY	4" EXTENSIONS FOR METER BOXES	WATER/SEWER OPERATION	541.59
	HD FOWLER COMPANY	2" GATE VALVE	WATER DIST MAINS	557.07
69983	HIGGINS, WILLIAM	JURY DUTY	COURTS	28.00
69984	HOLLAND, DEBORAH		COURTS	11.00
69985	HUBER, JONATHON		COURTS	23.00
69986	HUDDLESTON, JANICE		COURTS	11.00
69987	IKON OFFICE SOLUTION	COPIER CHARGES	PROBATION	6.32
	IKON OFFICE SOLUTION		WASTE WATER TREATMENT	6.43
	IKON OFFICE SOLUTION		COMMUNITY CENTER	10.10
	IKON OFFICE SOLUTION		GENERAL SERVICES - OVERH	11.83
	IKON OFFICE SOLUTION		MAINTENANCE	12.35
	IKON OFFICE SOLUTION		POLICE PATROL	13.65
	IKON OFFICE SOLUTION		UTILITY BILLING	26.16
	IKON OFFICE SOLUTION		CITY CLERK	29.18
	IKON OFFICE SOLUTION		FINANCE-GENL	29.18
	IKON OFFICE SOLUTION		PARK & RECREATION FAC	37.27
	IKON OFFICE SOLUTION		PERSONNEL ADMINISTRATIO	42.82
	IKON OFFICE SOLUTION		MUNICIPAL COURTS	70.60
	IKON OFFICE SOLUTION		ENGR-GENL	85.18
	IKON OFFICE SOLUTION		DETENTION & CORRECTION	144.94
	IKON OFFICE SOLUTION		UTIL ADMIN	161.50
	IKON OFFICE SOLUTION		POLICE INVESTIGATION	233.17
	IKON OFFICE SOLUTION		COMMUNITY DEVELOPMENT-	258.01
	IKON OFFICE SOLUTION		EXECUTIVE ADMIN	298.13
	IKON OFFICE SOLUTION		OFFICE OPERATIONS	572.40
69988	ISS-WONDERWARE	TELEMETRY REDUNDANT ALARM DIAL	WATER FILTRATION PLANT	12,711.58
69989	JANTZ, JOANNE	JURY DUTY	COURTS	38.00
69990	JOHNSON, AARON BLAIN	WITNESS FEES	MUNICIPAL COURTS	12.55
69991	KINGSFORD, ANDREA	EASTER EGG HUNT SUPPLY REIMBUR	RECREATION SERVICES	28.39
69992	KRUSE, ROGER	JURY DUTY	COURTS	21.00

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CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
69993	LANIER, TRACY	JURY DUTY	COURTS	25.00
69994	LASTING IMPRESSIONS	NEW UNIFORMS	CRIME PREVENTION	1,007.59
	LASTING IMPRESSIONS	YOUTH SOCCER SHIRTS	RECREATION SERVICES	5,490.00
69995	LICENSING, DEPT OF	#E820828-DENIED CPL	GENERAL FUND	18.00
	LICENSING, DEPT OF	HALSTEAD, BARBARA (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	SIMKINS, ERIN (ORIGINAL)	GENERAL FUND	18.00
69996	LITTLE RED WEAVER	INSTRUCTOR SERVICES	RECREATION SERVICES	24.00
	LITTLE RED WEAVER		RECREATION SERVICES	30.00
	LITTLE RED WEAVER		RECREATION SERVICES	54.00
	LITTLE RED WEAVER		RECREATION SERVICES	240.00
	LITTLE RED WEAVER		RECREATION SERVICES	432.00
	LITTLE RED WEAVER		RECREATION SERVICES	480.00
69997	LOOKER, CATHERINE	JURY DUTY	COURTS	28.00
69998	LOPEZ, JENNIFER L.		COURTS	25.00
69999	LOWES HIW INC	MISC ITEMS-#J021	STORM DRAINAGE	90.75
	LOWES HIW INC		SEWER MAIN COLLECTION	90.76
70000	MAILFINANCE	POSTAGE MACHINE LEASE	CITY CLERK	22.93
	MAILFINANCE		EXECUTIVE ADMIN	22.93
	MAILFINANCE		FINANCE-GENL	22.93
	MAILFINANCE		PERSONNEL ADMINISTRATIO	22.93
	MAILFINANCE		UTILITY BILLING	22.93
	MAILFINANCE		LEGAL - PROSECUTION	22.93
	MAILFINANCE		COMMUNITY DEVELOPMENT-	22.93
	MAILFINANCE		ENGR-GENL	22.93
	MAILFINANCE		UTIL ADMIN	22.93
	MAILFINANCE		POLICE INVESTIGATION	22.93
	MAILFINANCE		POLICE PATROL	22.94
	MAILFINANCE		DETENTION & CORRECTION	22.94
	MAILFINANCE		OFFICE OPERATIONS	22.94
	MAILFINANCE		POLICE ADMINISTRATION	22.94
70001	MARYSVILLE NOON ROTA	DUES-NEHRING	EXECUTIVE ADMIN	295.92
70002	MARYSVILLE PRINTING	PARKS/REC SURVEY	PARK & RECREATION FAC	312.77
70003	MARYSVILLE, CITY OF	WTR/SWR-6915 ARMAR RD	PARK & RECREATION FAC	122.49
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	139.42
	MARYSVILLE, CITY OF	WTR-6915 ARMAR RD IRR	PARK & RECREATION FAC	162.08
	MARYSVILLE, CITY OF	WTR/SWR-6915 ARMAR RD	PARK & RECREATION FAC	236.02
	MARYSVILLE, CITY OF	WTR/SWR-5315 64TH ST NE	PARK & RECREATION FAC	242.50
	MARYSVILLE, CITY OF	WTR/SWR-6915 ARMAR RD	PARK & RECREATION FAC	644.26
	MARYSVILLE, CITY OF	WTR/SWR/GBG-6120 GROVE ST	LIBRARY-GENL	739.54
	MARYSVILLE, CITY OF	WTR/SWR/GBG-6915 ARMAR RD	PARK & RECREATION FAC	2,057.02
70004	MATTSON, VICTORIA	INSTRUCTOR SERVICES	RECREATION SERVICES	168.00
70005	MCGILLIVARY, GLORIA	JURY DUTY	COURTS	24.00
70006	MCLOUGHLIN & EARDLEY	REPLACEMENT LIGHTS	ER&R	-37.44
	MCLOUGHLIN & EARDLEY		ER&R	472.79
70007	MCNEILUS TRUCK & MFG	PARTS FOR #652	EQUIPMENT RENTAL	438.83
	MCNEILUS TRUCK & MFG		EQUIPMENT RENTAL	452.50
70008	MIZELL, TARA	EASTER EGG HUNT SUPPLY REIMBUR	COMMUNITY EVENTS	98.03
70009	MOORE, ROSS	JURY DUTY	COURTS	21.00
70010	MOUSSI, NADIM		COURTS	11.00
70011	NEXTEL	ACCT #130961290	SEWER LIFT STATION	69.00
	NEXTEL		WATER FILTRATION PLANT	69.01
70012	OFFICE DEPOT	OFFICE SUPPLIES	COMPUTER SERVICES	5.00
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	6.01
	OFFICE DEPOT		POLICE INVESTIGATION	38.69
	OFFICE DEPOT		OFFICE OPERATIONS	40.00
	OFFICE DEPOT		CRIME PREVENTION	41.76
	OFFICE DEPOT		POLICE INVESTIGATION	69.50

CITY OF MARYSVILLE
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CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
70012	OFFICE DEPOT	OFFICE SUPPLIES	EXECUTIVE ADMIN	75.84
	OFFICE DEPOT		POLICE ADMINISTRATION	78.81
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	90.04
	OFFICE DEPOT		OFFICE OPERATIONS	160.00
	OFFICE DEPOT		POLICE PATROL	223.13
	OFFICE DEPOT		POLICE PATROL	231.89
	OFFICE DEPOT		OFFICE OPERATIONS	245.79
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	250.81
70013	PACIFIC GEEK	SOUND BARS	INFORMATION SERVICES	-4.75
	PACIFIC GEEK		COMPUTER SERVICES	59.94
70014	PACIFIC NW BUSINESS	TONER	WASTE WATER TREATMENT	97.69
70015	PARTS STORE, THE	FILTERS-CREDIT	EQUIPMENT RENTAL	-23.04
	PARTS STORE, THE	REAR TAILLIGHT-#251	EQUIPMENT RENTAL	25.13
	PARTS STORE, THE	DISTRIBUTOR CAP/ROTOR-#V001	EQUIPMENT RENTAL	44.69
	PARTS STORE, THE	FUEL FILTER & HEADLAMP	ER&R	47.70
	PARTS STORE, THE	OXYGEN SENSOR,FUEL FILTER CAP	EQUIPMENT RENTAL	59.83
	PARTS STORE, THE	OIL FILTERS	EQUIPMENT RENTAL	60.15
	PARTS STORE, THE	SPARK PLUGS,DISTRIBUTOR CAP/RO	EQUIPMENT RENTAL	92.72
	PARTS STORE, THE	BALL JOINT-#P111	EQUIPMENT RENTAL	106.06
	PARTS STORE, THE	MISC. FILTER,HEADLAMPS	ER&R	139.86
	PARTS STORE, THE	RADIATOR-#502	EQUIPMENT RENTAL	181.83
	PARTS STORE, THE	MIRROR ASSEMBLY, FUEL FILTER	ER&R	272.74
70016	PARTSMASTER	MISC. SHOP SUPPLIES	EQUIPMENT RENTAL	480.33
70017	PAYDIRT, LLC	ITEMS FOR SUNNYSIDE SEWER REPA	SEWER MAIN COLLECTION	729.11
	PAYDIRT, LLC		SEWER MAIN COLLECTION	2,909.85
70018	PETROCARD SYSTEMS	FUEL CONSUMED	STORM DRAINAGE	116.86
	PETROCARD SYSTEMS		BUILDING MAINTENANCE	232.23
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	582.68
	PETROCARD SYSTEMS		PARK & RECREATION FAC	754.96
	PETROCARD SYSTEMS		GENERAL SERVICES - OVERH	1,935.15
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	4,488.45
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	6,282.51
	PETROCARD SYSTEMS		POLICE PATROL	7,384.72
70019	PETTY CASH- PW	PETTY CASH REIMBURSEMENT	PUMPING PLANT	5.41
	PETTY CASH- PW		STORM DRAINAGE	6.00
	PETTY CASH- PW		PUMPING PLANT	7.27
	PETTY CASH- PW		STORM DRAINAGE	7.40
	PETTY CASH- PW		PUMPING PLANT	9.36
	PETTY CASH- PW		EQUIPMENT RENTAL	19.75
	PETTY CASH- PW		WATER SERVICE INSTALL	24.97
	PETTY CASH- PW		WATER SERVICE INSTALL	31.04
70020	POLLARDWATER.COM	REPLACEMENT PARTS FOR FREEZE M	WATER SERVICES	21.06
70021	PONCE-SMITH, ANITA	JURY DUTY	COURTS	22.00
70022	POSTAL SERVICE	BULK PERMIT #80	COMMUNITY CENTER	88.85
70023	PUD	ACCT. # 2023-4068-3	PARK & RECREATION FAC	16.01
	PUD	ACCT #2009-9853-2	PARK & RECREATION FAC	30.27
	PUD	ACCT #2020-3113-4	PUMPING PLANT	30.74
	PUD	ACCT #2016-6804-3	PARK & RECREATION FAC	37.63
	PUD	ACCT #2016-1018-5	TRANSPORTATION MANAGEM	46.87
	PUD	ACCT #2024-9948-9	COMMUNITY EVENTS	47.45
	PUD	ACCT #2024-7643-8	SEWER LIFT STATION	48.26
	PUD	ACCT #2026-9433-7	TRANSPORTATION MANAGEM	65.31
	PUD	ACCT #2027-9116-6	PUMPING PLANT	76.17
	PUD	ACCT #2023-6853-6	TRANSPORTATION MANAGEM	90.58
	PUD	ACCT #2021-4048-9	TRANSPORTATION MANAGEM	93.85
	PUD	ACCT #2016-7089-0	TRANSPORTATION MANAGEM	106.96
	PUD	ACCT #2021-0219-0	TRANSPORTATION MANAGEM	107.36

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CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
70023	PUD	ACCT #2021-7815-8	SEWER LIFT STATION	117.25
	PUD	ACCT #2008-6930-3	TRANSPORTATION MANAGEM	123.64
	PUD	ACCT #2000-8403-6	TRANSPORTATION MANAGEM	137.95
	PUD	ACCT #2005-7184-2	TRANSPORTATION MANAGEM	138.59
	PUD	ACCT #2020-1258-9	PARK & RECREATION FAC	143.42
	PUD	ACCT #2035-6975-1	STORM DRAINAGE	153.70
	PUD	ACCT #2007-9006-1	PARK & RECREATION FAC	220.25
	PUD	ACCT # 2035-1961-6	NON-DEPARTMENTAL	425.17
	PUD	ACCT #2032-2345-8	PARK & RECREATION FAC	519.82
	PUD	ACCT #2023-0972-0	TRAFFIC CONTROL DEVICES	566.74
	PUD	ACCT #2000-8415-0	TRANSPORTATION MANAGEM	584.26
	PUD	ACCT #2000-7044-9	TRANSPORTATION MANAGEM	620.94
	PUD	ACCT #2004-7954-1	COMMUNITY CENTER	837.18
	PUD	ACCT #2026-8928-7	WASTE WATER TREATMENT	1,110.17
70024	QUINONES, ERIC	JURY DUTY	COURTS	10.75
70025	RALSTON, JESSICA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
70026	REED, SCOTT	JURY DUTY	COURTS	23.00
70027	RILEY, AUSTIN		COURTS	23.00
70028	ROJAS, AMANADA	RENTAL FEES	PARKS-RECREATION	90.00
	ROJAS, AMANADA		GENERAL FUND	100.00
70029	RUBINS, MARILYN	WITNESS FEES	MUNICIPAL COURTS	13.06
70030	SCHMOKER, SHARON	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
70031	SCHROEDER, LYNN	REFRESHMENT REIMBURSEMENT	EXECUTIVE ADMIN	36.17
	SCHROEDER, LYNN		WASTE WATER TREATMENT	103.45
70032	SEATTLE PUMP & EQUIP	REPLACEMENT WEAR PART-#H008	STORM DRAINAGE	588.34
	SEATTLE PUMP & EQUIP		SEWER MAIN COLLECTION	588.34
70033	SLADE, SCOTT	JURY DUTY	COURTS	38.00
70034	SMYTH, STACIA		COURTS	24.00
70035	SOLID WASTE SYSTEMS	AIR VALVE ASSEMBLY	ER&R	437.78
	SOLID WASTE SYSTEMS	CONTROLS VALVE BOX-#J011	EQUIPMENT RENTAL	1,168.52
70036	SOUND SAFETY	HARD HAT ADJUSTMENT	ER&R	14.50
70037	SOUTH DISTRICT COURT	BAIL POSTED	GENERAL FUND	500.00
70038	SPRINGBROOK NURSERY	GRAVEL (1 YD)	PARK & RECREATION FAC	21.00
	SPRINGBROOK NURSERY		PARK & RECREATION FAC	21.00
	SPRINGBROOK NURSERY		PARK & RECREATION FAC	21.00
70039	STALTER,PHILLIP	JURY DUTY	COURTS	10.50
70040	STEVENS, MICHAEL A.	MILEAGE REIMBURSEMENT	CITY COUNCIL	19.28
70041	SUTHER, DEBORAH	JURY DUTY	COURTS	30.00
70042	TRANSPORTATION, DEPT	PROJECT COSTS	GMA - STREET	1,606.87
70043	TYCO VALVES & CONTRO	REPAIR KITS-STILLY	WATER FILTRATION PLANT	845.99
70044	UNITED PARCEL SERVIC	SHIPPING EXPENSE	SEWER PRETREATMENT	7.37
	UNITED PARCEL SERVIC		STORM DRAINAGE	33.56
	UNITED PARCEL SERVIC		WATER SERVICE INSTALL	113.60
70045	VERIZON/FRONTIER	ACCT #102241136800	MUNICIPAL COURTS	53.91
	VERIZON/FRONTIER	ACCT #102954091901	UTIL ADMIN	53.91
	VERIZON/FRONTIER		COMMUNITY DEVELOPMENT-	53.91
	VERIZON/FRONTIER	ACCT #103441136808	MUNICIPAL COURTS	53.91
	VERIZON/FRONTIER	ACCT. # 03 0278 1025645669 04	PARK & RECREATION FAC	55.73
70046	VINYL SIGNS & BANNER	SIGNAGE-DEERING WILDFLOWER ACR	PARK & RECREATION FAC	43.01
70047	WARD, DONALD ALLEN	WITNESS FEES	MUNICIPAL COURTS	13.00
70048	WARK, MARK	JURY DUTY	COURTS	24.00
70049	WAXIE SANITARY SUPPL	JANITORIAL SUPPLIES	PARK & RECREATION FAC	131.49
70050	WEED GRAAFSTRA	PURCHASE WETLAND MITIGATION CR	GMA - STREET	34,475.00
70051	WHITE CAP CONSTRUCT	GLUE,SHOVELS,SAFETY GLASSES	PARK & RECREATION FAC	188.29
70052	WOLFRED, KEVIN	JURY DUTY	COURTS	41.00
70053	WSCPA	MEMBERSHIP-LANGDON	FINANCE-GENL	225.00
70054	YAHOUDY, JOSEPH	JURY DUTY	COURTS	29.00

CITY OF MARYSVILLE
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CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
70055	ZIMMERMAN, TEE-JAY	JURY DUTY	COURTS	33.00
			WARRANT TOTAL:	**145,152.19**

REASON FOR VOIDS:

INITIATOR ERROR
WRONG VENDOR
CHECK LOST IN MAIL
UNCLAIMED PROPERTY

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 9, 2011

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, 2011 payroll in the amount $1,360,352.74 Check No.'s 24179 through 24244.
COUNCIL ACTION:

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 9, 2011

AGENDA ITEM: Contract Award: WWTP Backup Generator	
PREPARED BY: Ryan Morrison, Engineering Technician, EIT DEPARTMENT: Engineering	DIRECTOR APPROVAL:
ATTACHMENTS: • Certified Bid Tab • Vicinity Map	
BUDGET CODE: 40230594.563000 – S0901	AMOUNT: $335,000.00

SUMMARY:

The WWTP Backup Generator project will provide the City's WWTP with backup power generation sufficient to run the plant during power outages and emergencies.

The project was advertised for a April 21st bid opening and 8 bids were received as shown on the attached bid tabulation. The low bidder is Intermountain Electric. References have been checked and found to be satisfactory.

Contract Bid (Includes Sales Tax):	$323,857.15
Management Reserve:	$ 11,142.85
Total:	$335,000.00

RECOMMENDED ACTION: Staff recommends that Council Authorize the Mayor to award the bid for the WWTP Backup Generator project to Intermountain Electric in the amount of $323,857.15, including Washington State Sales Tax and approve a management reserve of $11,142.85 for a total allocation of $335,000.00.

CITY OF Marysville WASHINGTON

4/21/2011

WWTP Backup Generator
Certified Bid Tab

				Engineer's Estimate		Apparent Low Bid ★ Intermountain Electric		Gary Harper Construction		Mills Electric Co.	
Item	Description	Quantity	Units	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price
1	Mobilization/Demobilization (10% Max. of Bid)	1	LS	$10,000.00	$10,000.00	$5,000.00	$5,000.00	$11,100.00	$11,100.00	$28,400.00	$28,400.00
2	Generator	1	LS	$150,000.00	$150,000.00	$118,244.00	$118,244.00	$111,100.00	$111,100.00	$104,400.00	$104,400.00
3	Install Generator	1	LS	$120,000.00	$120,000.00	$146,653.00	$146,653.00	$153,900.00	$153,900.00	$150,900.00	$150,900.00
4	Telemetry Panel	1	LS	$30,000.00	$30,000.00	$25,814.00	$25,814.00	$30,200.00	$30,200.00	$31,100.00	$31,100.00
5	Minor Change	1	EST.	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00
					Subtotal $312,500.00		$298,211.00		$308,800.00		$317,300.00
					Sales Tax (8.6%) $26,875.00		$25,646.15		$26,556.80		$27,287.80
					Total $339,375.00		**$323,857.15**		**$335,356.80**		**$344,587.80**

				RTB Electric and Power		Seven Sisters Inc		High Mountain Electric		Dutton Electric Company, Inc.	
Item	Description	Quantity	Units	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price
1	Mobilization/Demobilization (10% Max. of Bid)	1	LS	$7,500.00	$7,500.00	$12,433.00	$12,433.00	$26,000.00	$26,000.00	$20,000.00	$20,000.00
2	Generator	1	LS	$129,698.00	$129,698.00	$104,759.00	$104,759.00	$115,000.00	$115,000.00	$132,000.00	$132,000.00
3	Install Generator	1	LS	$155,701.00	$155,701.00	$247,071.00	$247,071.00	$138,028.00	$138,028.00	$149,200.00	$149,200.00
4	Telemetry Panel	1	LS	$31,038.00	$31,038.00	$30,624.00	$30,624.00	$36,000.00	$36,000.00	$30,000.00	$30,000.00
5	Minor Change	1	EST.	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00
					Subtotal $326,437.00		$397,387.00		$317,528.00		$333,700.00
					Sales Tax (8.6%) $28,073.58		$34,175.28		$27,307.41		$28,698.20
					Total $354,510.58		**$431,562.28**		**$344,835.41**		**$362,396.20**

				Award Construction, Inc.	
Item	Description	Quantity	Units	Unit Prices	Total Price
1	Mobilization/Demobilization (10% Max. of Bid)	1	LS	$23,500.00	$23,500.00
2	Generator	1	LS	$130,000.00	$130,000.00
3	Install Generator	1	LS	$160,800.00	$160,800.00
4	Telemetry Panel	1	LS	$23,500.00	$23,500.00
5	Minor Change	1	EST.	$2,500.00	$2,500.00
				Subtotal	$340,300.00
				Sales Tax (8.6%)	$29,265.80
				Total	**$389,565.60**

JEFFREY A. LAYCOCK STATE OF WASHINGTON 43877 REGISTERED PROFESSIONAL ENGINEER

Vicinity Map - City Waste Water Treatment Plant

City Limits
Stormdrain Culverts
Stormdrain Catchbasins
TYPE 1
TYPE 2
Stormdrain Facilities
Stormdrain Lines

Sewer Service Area
Sewer Cleanouts
Sewer Lift Stations
Sewer Manholes
Sewer Lines
ACTIVE
DRY LINE
ABANDONED

Water Service Area
Water Lines
ACTIVE
INACTIVE
ABANDONED
Water Meters
Water Storage Facilities

Water Pump Stations
Water PRVs
Water Blowoffs
Water Airvacs
Water Valves - Other

Water Valves - Main
POSITION
CLOSED
OPEN
UNKNOWN
Water Valve Markers
Water Hydrants
Water Sampling Sites

DNR Catchbasins (UGA)
DNR Culverts (County)
DNR Drain points (UGA)
DNR Detention facilities (County)
DNR Cross sections (UGA)
DNR Drainange network (UGA)
Adopt-a-stream culverts

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CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 5/9/2011

AGENDA ITEM: Comprehensive Emergency Management Plan (CEMP) revision adoption.	
PREPARED BY: Chief Rick Smith DEPARTMENT: Police	DIRECTOR APPROVAL:
ATTACHMENTS: CEMP	
BUDGET CODE:	AMOUNT:

SUMMARY:

The purpose for this Agenda Bill is to provide City Council with revisions made to the City's CEMP. By Marysville Municipal Code Ordinance 2.12.030-Adoption of Local Disaster Plan, City Council is required to approve the disaster plan (otherwise known as the CEMP). The current plan was adopted by City Council in 2004.

Revisions to the current plan were completed and a copy of the revisions is attached to this Agenda Bill. The revisions are consistent with the National Incident Management System as adopted by the State of Washington and the Snohomish County Department of Emergency Management.

This revised CEMP was developed through collaborative efforts of the Snohomish County DEM, County government, City Government, public safety agencies, appropriate subject matter experts, and volunteer organizations. The CEMP will be available to the public for review, however, any annexes are not a matter of public disclosure.

RECOMMENDED ACTION: Staff recommends that Council Authorize the Mayor to sign the City Council to approve and adopt the revised CEMP. MAYOR FOR SIGNATURE.

COMPREHENSIVE EMERGENCY MANAGEMENT PLAN

City of Marysville, Washington

April 2011

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PROMULGATION/ADOPTION MEMORANDUM

The City of Marysville Comprehensive Emergency Management Plan (CEMP) and it's supporting documents, dated May 9, 2011, is hereby adopted as the official plan for providing emergency services when life-saving and property protection measures and services cannot be accomplished as a normal daily function of the city government departments and offices.

This plan supersedes all previous versions of the City of Marysville's emergency plans.

Signed by:

_____ _____

Mayor, City of Marysville Date

CEMP SUGGESTION/COMMENT FORM

Dear CEMP Reader:

In order to ensure this plan is accurate, complete, legible, and consistent, we certainly welcome any suggestions or improvements you may have. Please fill in the blanks below regarding which sections you are commenting on, and list any suggested changes. If necessary, add extra sheets. Mail to:

City of Marysville
Emergency Management Coordinator
1635 Grove Street
Marysville, WA 98270

Name: _____

Company/Title: _____

Address: _____

Contact Number/Email: _____

Suggestions/Comments: Please list page number, section, heading, etc. in order for us to identify the section you are commenting on:

_____
_____
_____
_____
_____
_____
_____
_____

Thank you for taking the time to submit your comments!

RECORD OF REVISION

Change Number	Date Entered	Contents of Change	Initials

DISTRIBUTION

This Plan will be distributed to all participating city agencies, selected county, state, and federal government agencies, the American Red Cross and other volunteer organizations, select private organizations, and any other interested parties or individuals.

Book #	Agency	Date
1	City of Marysville Emergency Management Coordinator	April 2011
2	City of Marysville Police Chief	April 2011
3	City of Marysville Risk Manager	April 2011
4	City of Marysville Mayor	April 2011
5	City of Marysville Chief Administrative Officer	April 2011
6	City of Marysville Public Works Director	April 2011
7	City of Marysville Parks & Recreation Director	April 2011
8	City of Marysville Finance Director	April 2011
9	City of Marysville Assistant Human Resources Director	April 2011
10	City of Marysville Court Administrator	April 2011
11	City of Marysville Community Information Officer	April 2011
12	City of Marysville Information Services Manager	April 2011
13	Marysville Fire District Fire Chief	April 2011
14	Marysville Fire District Assistant Fire Chief	April 2011
15	City of Marysville Police Commander Lamoureux	April 2011
16	City of Marysville Police Commander Krusey	April 2011
17-22	City of Marysville Public Works – Miranda, Larson, Cowling, Hawley, Burke, & Byde	April 2011
23	City of Marysville Finance – Gritton	April 2011
24-26	City of Marysville Community Development – Dorcas, Smith, & Dungan	April 2011
27	City of Marysville Parks & Recreation – Mizell	April 2011
28	City of Marysville Community Development – Rochon	April 2011
29-31	City of Marysville Police Lieutenants, Goldman, Rasmussen, & Wade	April 2011
32-38	City of Marysville City Council	April 2011
39-41	Snohomish County DEM – Murphy, Rose, Biermann	April 2011
42	City of Marysville GIS Administrator – Doop	April 2011
43	Marysville Fire District – Maloney	April 2011
44-45	City of Everett DEM	
46	Tulalip Tribes Emergency Management	
47	City of Arlington Emergency Management	
48	US Navy Emergency Management	
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FORWARD

The City of Marysville Comprehensive Emergency Management Plan (CEMP) establishes an all-hazards approach to enhance the ability of the City to manage emergencies and disasters. The purpose is to save lives; protect public health, safety, property, the economy, and the environment; and foster a return to a normal way of life.

This CEMP was developed through collaborative efforts of the Snohomish County Department of Emergency Management (DEM), County government, City Government, public safety agencies, appropriate subject matter experts, and volunteer organizations.

This plan is developed to be compliant with the National Incident Management System (NIMS) and Incident Command System (ICS) guidelines where required.

This Plan is organized into two sections:

The Base Plan addresses Policies, Situations, Concept of Operations, Responsibilities, and Plan Maintenance.

The **Annexes** support the base plan and include EOC Direction and Control, Continuity of Government, Resource Management, Evacuation and Sheltering Plans, Public Information, Administrative and Fiscal Procedures, List of Acronyms, Definitions, Distributions and References.

For Further Information Contact:

Emergency Management Coordinator
City of Marysville
Emergency Management Office
1635 Grove St.
Marysville, WA 98270
(360) 363-8323

EMERGENCY CONTACT NUMBERS

If immediate city emergency or disaster assistance is required, please contact SNOPAC at: 911

The City of Marysville Emergency Management Office at: 360-363-8323

City business hours are as follows: 8:00 – 5:00, Monday – Friday

After hours, weekends, and holidays: Contact SNOPAC 911 Communications Center at 911.

City radio frequency: SERS 800 MHz System (call sign Marysville EOC)
VHF System 153.875 (call sign Marysville Public Works)

DEM Monitored Radio Frequencies:

SERS 800 MHz System (call sign DEM)
DEM OPS
EOC Hail

VHF System (call sign DEM)
154.055 PL Tone 127.3

COMPREHENSIVE EMERGENCY MANAGEMENT PLAN (CEMP)

Emergency management is a vital process of organization and management of resources and responsibilities for dealing with all aspects of emergencies, including; mitigation, preparedness, response, and recovery. This process involves the plans, processes, structures, systems and arrangements established to engage the endeavors of government, volunteer, and private agencies to respond to the entire spectrum of emergency management needs in a comprehensive and coordinated manner.

I. INTRODUCTION

The intent of this document is to provide a framework from which to operate in the provision of a coordinated response to emergency situations. This plan is advisory and does not place mandatory or affirmative obligations upon any party or governmental entity nor confer rights to any third party. Throughout the document terms such as "shall," "should," "will," "may," "might," or "can" are used. Use of these terms is not intended to place affirmative obligations; rather, the intent is that the agency, entity, person, or party, when called upon to act in an emergency situation, will use their best efforts, as personnel and resources allow, to accomplish the identified tasks related to emergency functions. This document is not a contract and no rights are conferred by it.

A. Mission

The City of Marysville will prepare for, respond to, recover from, and mitigate against disasters (both natural and manmade) to its best ability with available resources. This will be done for the purpose of protecting lives, property, the environment, and the economy.

B. Purpose

To establish the City of Marysville emergency management functions and responsibilities of participating agencies, commissions, boards, and councils. This plan is intended as a comprehensive framework for citywide mitigation, preparedness, response, and recovery activities.

C. Scope and Applicability

The CEMP considers both the man-made and natural disasters and emergencies likely to impact the City of Marysville, as described in the 2004 Snohomish County Hazards Identification and Vulnerability Analysis (HIVA), and provides:

1. A comprehensive general framework for effective use of government, private sector, and volunteer resources.

2. An outline of county, state, and local government responsibilities in relation to the federal disaster assistance programs under Public Law 93-288, as amended, and other applicable laws.

3. This plan follows the guidelines outlined by the State of Washington's CEMP Planning Guide and is consistent with the Snohomish County CEMP.

4. Although this Plan shares general emergency management planning concepts with neighboring jurisdictions, it stands alone.

5. The City of Marysville will endeavor to make every reasonable effort to respond in the event of an emergency or disaster. However, City resources and systems may be overwhelmed. The responsibilities and tenets outlined in the CEMP will be fulfilled only if the situation, information exchange, extent of actual agency capabilities, and resources are available at the time.

6. There is no guarantee implied by the Plan that a perfect response to emergency or disaster incidents will be practical or possible.

D. Incident Management Activities

1. Direction and control of emergency services within the City of Marysville rest with the elected heads of government in coordination with Snohomish County DEM.

2. The chief executive of the municipality, upon determining that a disaster exists within their jurisdiction with the potential to affect life, property, or the public peace, may, under RCW 35.33.081 or RCW 36.40.180 and RCW 38.52.070(2) proclaim a state of emergency.

3. Administration

   (a) All organizations with disaster responsibilities should establish and maintain NIMS compliant files of disaster related directives and forms. These files include, but are not limited to:

   - Situation Reports
   - Proclamations of Emergency
   - Requests for Assistance
   - Damage Assessment Reports

   (b) Executive heads of local political subdivisions may command the service and equipment of citizens under the provisions and limitations of RCW 38.52.110 (2).

   (c) Emergency workers utilized as outlined in Chapter 38.52 RCW shall be granted liability insurance coverage provided they meet all legal provisions as stated in Chapter 118-04 WAC.

4. Financial Management

   (a) Emergency expenditures are not normally integrated into the budgeting process of local governments. However, disasters may occur which require substantial and necessary unanticipated obligations and expenditures. The

following statutes cover the financing of emergency response and recovery actions:

(1) Cities with populations under 300,000: RCW 35.33.081 and 35.33.101

(3) Municipal governments are authorized to contract for construction or work on a cost basis for emergency services by RCW 38.52.390.

(b) Records shall be kept so disaster related expenditures and obligations of the cities, and towns can be readily identified from regular or general programs and activities.

(c) Disaster-related expenditures and obligations of the cities, and towns may be reimbursed under a number of federal programs. The federal government may authorize reimbursement of approved costs for work performed in the restoration of certain public facilities and infrastructure after a Major Disaster declaration by the President or under the statutory authority of certain federal agencies.

(d) Audits of the cities' and towns' disaster-related emergency expenditures will be conducted in the course of normal audits of state and local records. Audits of projects approved for funding with federal disaster assistance funds are necessary at project completion to determine the propriety and eligibility of the costs claimed by the applicant. The federal government conducts these audits.

5. Logistics

(a) Each municipal department shall keep a current inventory of all resources (by NIMS resource typing).

(1) Resource may include but are not limited to heavy equipment, moving vans, milk trucks (for water), cold storage, construction supplies, veterinary resources, etc.

(2) This inventory shall be provided to Snohomish County DEM upon request and updated as necessary.

(b) The executive heads of local political subdivisions "are directed to utilize the services, equipment, supplies, and facilities of existing departments, offices, and agencies" of their political subdivision and "all such departments, offices, and agencies are directed to cooperate with and extend such services and facilities to the emergency management organizations of the state upon request notwithstanding any other provision of law." (RCW 38.52.110 (1))

E. Authorities

The City of Marysville CEMP has been developed and is maintained under the Federal, State, County and Municipal authorities listed in Annex J – Authorities and References.

F. Key Concepts

Protection of life, property, the environment, and the economy are the primary concerns of City government. Each jurisdiction shall maintain control of its own operations, with Snohomish County DEM providing coordination and assistance as necessary or as requested.

II. PLANNING ASSUMPTIONS AND CONSIDERATIONS

Marysville is a city in Snohomish County, Washington, United States. The population was 25,315 at the 2000 census. The estimated population in 2010 is now 60,020. Marysville is known as **"The Strawberry City"** due to the large number of strawberry farms that once surrounded the city in its earlier days. Over the past decade, and continuing today, large residential, commercial, and industrial growth has transformed this city. With a 2010 estimated population of 60,020, Marysville ranks as the second largest city in the county after Everett (103,500).

Demographics

The city has a total area of 14.3 square miles, of which, 14.1 square miles of it is land and 0.2 square miles of it is water.

There are 11 neighborhoods within the city of Marysville. They are Downtown, East Sunnyside, Getchell, Jennings Park, Kellogg, Lakewood, Marshall, Pinewood, Shoultes, Smokey Point and Sunnyside.

As of the census of 2000, there were 25,315 people, 9,400 households, and 6,608 families residing in the city. The population density was 2,640.1 people per square mile (1,019.2/km²). There were 9,730 housing units at an average density of 1,014.7/sq mi (391.7/km²). The racial makeup of the city was 88.21% White, 1.02% African American, 1.60% Native American, 3.82% Asian, 0.36% Pacific Islander, 1.89% from other races, and 3.10% from two or more races. Hispanic or Latino of any race were 4.83% of the population.

There were 9,400 households out of which 40.5% had children under the age of 18 living with them, 54.1% were married couples living together, 11.3% had a female householder with no husband present, and 29.7% were non-families. 23.5% of all households were made up of individuals and 10.4% had someone living alone who was 65 years of age or older. The average household size was 2.66 and the average family size was 3.15.

In the city the population was spread out with 30.1% under the age of 18, 7.9% from 18 to 24, 32.9% from 25 to 44, 17.7% from 45 to 64, and 11.3% who were 65 years of age or older. The median age was 33 years. For every 100 females there were 95.2 males. For every 100 females age 18 and over, there were 90.6 males.

The median income for a household in the city was $47,088, and the median income for a family was $55,796. Males had a median income of $42,391 versus $30,185 for females. The per capita income for the city was $20,414. About 3.7% of families and 5.6% of the population were below the poverty line, including 4.0% of those under age 18 and 5.9% of those age 65 or over.

ECONOMICS

For much of its existence, Marysville was a rural area known for farming and for lumber production, although other, smaller industries existed, providing a diverse economy that has played an important role in Marysville's growth over the years. This economic diversity has also been a major factor during times of economic crisis such as the Great Depression, when Marysville's economy did not suffer to the same extent as other towns in the area, which had largely been dependent on the timber trade and mining.

Although farms still operate in the area around the city, the lumber industry has all but ceased and is no longer a major factor in the local economy. The community has largely transitioned over the past two decades into a city with a large retail and service-based economy, and is closely intertwined economically with its neighbors throughout the Puget Sound area through large regional employers such as Boeing and Microsoft. The naval station in nearby Everett and its support facilities also play an increasing role in the local economy.

Newer shopping places in the area include the Seattle Premium Outlets, located within the City of Tulalip, on the west side of I-5. A new shopping center is near there including a Kohl's and Ross. There is also a WinCo grocery store in that shopping center.

Events

Marysville holds an annual **Strawberry Festival** in the Third week of June, which is highlighted by a grand parade. The first Strawberry Festival was held in 1932.

Summer Jubilee is an August event that offers free school supplies and haircuts for children in the community, typically drawing over 10,000 visitors to its Asbery Field location. Summer Jubilee is a ministry of several Christian churches within Marysville.

Merrysville for the Holidays Winter Celebration is usually held the first Saturday in December in downtown Comeford Park. The annual celebration helps the citizens of Marysville get into the holiday spirit as they step into a winter wonderland of fun, food and music.

Homegrown Festival is an annual marketplace and street fair on downtown Third Street sponsored by the Marysville Downtown Merchants Association. The fair showcases local produce, artisans, musicians and artistes displaying their works and demonstrating their craft.

Touch A Truck is a free event that puts your kids in the driver's seat of Marysville's biggest heavy-duty rigs. Honk horns, set off sirens, and learn about various Public Works big rides from the workers who drive them - dump trucks, backhoes, vactor truck, police patrol vehicles, garbage trucks, fire rigs and more.

Healthy Communities Challenge Day is a fun-filled community fitness and health celebration in collaboration with the Snohomish County Get Movin' Program.

Parks and Recreation

The City of Marysville has several historic parks and places. They include Comeford Park, Jennings Park, the Marysville Water Tower, the Ghel House, Ken Baxter Senior Center, and more. Each are public and do not require a fee to get into.

Comeford Park is a park in Downtown Marysville next to the Ken Baxter Senior Center. It houses the Marysville Water Tower and a large gazebo in the middle of the park that was donated by Marysville's Rotary Club. The park also has a children's playground.

Jennings Park is a park near Downtown Marysville that is located off of historic Armar Road. The park holds the historic Ghel House, a small log cabin that has been remodeled to look like what life would have been in 1884. The park features a children's area and a large trail that leads to another children's area and a pond for fishing.

The Ken Baxter Senior Community Center is a senior center in Downtown Marysville located in historic Comeford Park. The senior center served formerly as a city hall, police station, jail, fire station, and library before becoming a senior center in 1997.

The Marysville Historical Society, a group devoted to saving the history of Marysville, has bought some land off of historic Armar Road near Jennings Park that will become the official museum of Marysville.

City Council

The Marysville City Council meets for work sessions the 1st and 3rd Mondays and the regular business meetings are on the 2nd and 4th Monday of each month. Each meeting starts at 7 pm in City Hall and there are no meetings in August.

Schools

For most of its history, the city of Marysville had a single school district within its municipal boundaries, the Marysville School District. However, over the past decade the geographic territory of the city has increased substantially due to annexations. As a result, parts of four school districts are contained within the city limits:

Marysville School District

The school district is host to the following high schools: Marysville Pilchuck High School, Marysville Getchell High School, Heritage High School, Marysville Alternative High School, and Marysville Arts and Technology High School.

Marysville-Pilchuck High School (MPHS) has the second largest campus in the state and the highest number of students in any high school in Washington. Heritage High School is located on the Tulalip Reservation and has mainly Native American students.

Arlington School District

Arlington Public Schools have a rich history of "providing the means to accomplish dreams." They offer strong educational programs and opportunities to their 5,500 students.

The district is proud of their new and modern facilities, including a high school, alternative high school, two middle schools, five elementary schools, and the support center for home-schooling families.

Facilities include:
Arlington High School
Eagle Creek Elementary School
E.C.E.A.P./A.P.P.L.E.
Haller Middle School
Kent Prairie Elementary School
Pioneer Elementary School
Presidents Elementary School
Post Middle School
Stillaguamish Valley School
Home School Resource Center
Trafton Elementary School
Weston High School

Lake Stevens School District
The Lake Stevens School District covers approximately 37 square miles. The District includes the entire City of Lake Stevens urban growth area, as well as areas outside the UGA.

Within the District there are six elementary schools grades K-5 (Mt. Pilchuck, Hillcrest, Sunnycrest, Glenwood, Highland and Skyline), two middle schools grades 6-7 (Lake Stevens and North Lake), one mid-high school grades 8-9 (Cavelero), one high school grades 10-12 (Lake Stevens), and one alternative high school serving grades 9-12 (PROVE) and an alternative K-12 school (HomeLink). It also owns approximately 76 acres of vacant land, 37 of which are under development as the District's new mid-high school)).

The district has experienced steady upward growth in enrollment for the past three decades.

In 1973 total enrollment was about 2,800. Between October 2000 and October 2006, student enrollment increased over 24 percent of the total student growth experienced in Snohomish County and second highest in Snohomish County. The October 1, 2007 enrollment was 7,582 students, declining slightly over 2006.

Average annual growth between 1994 and 2005 was approximately 4.5 percent, more than double the countywide average of 1.71 percent per year.

Since 1992, the Lake Stevens School District has been, and is projected to continue to be, one of the fastest growing districts in Snohomish County based on the Office of Financial Management-based

population forecast. ((By 2005, it has climbed to nearly 7,500.))Enrollment by 2013((2)) is projected to be 8,165((8,950)) and by 2025 is projected to be 10,763.

Lakewood School District

Lakewood School District is located about fifteen miles north of Everett. The District encompasses twenty-three square miles of rural/suburban countryside nestled between the Cascade Mountains and Puget Sound, and is surrounded by farmland and seven lakes. The District is comprised of five school sites and several support facilities.

These include:

Lakewood Elementary School
Grades P-2

English Crossing Elementary School
Grades 3-5

Lakewood Middle School
Grades 6-8

Lakewood High School
Grades 9-12

Cougar Creek Elementary School
Grades K-5

The total enrollment for the District is approximately 2,499 students. They employ approximately 151 certificated staff and 159 classified staff. With a population of about 8,700, Lakewood retains the closeness of a small country community, yet has ready access to the larger metropolitan areas of Seattle and Everett.

Transportation

Marysville is a city located along the Interstate 5 corridor. It has many state highways running through city limits and connecting the city to other areas. The state highways and Interstates near and in Marysville include:

- Interstate 5
- State Route 528
- State Route 529
- State Route 531
- State Route 9 (connected via State Route 528)

Marysville also has one major non-state highway connector that runs through the city and it is State Avenue. The route from the interchange with Interstate 5 to the intersection with State Route 528

(Fourth Street) in Downtown is known as State Route 529. The route from Interstate 5 to 116th Street and then west on 116th Street to Interstate 5 formerly was known as Interstate 5 Business.

Marysville is connected by several Community Transit routes that connect the city to Seattle, the University of Washington, and more. There are 7 major bus stops in Marysville that are park and rides, park and pools, and flyer stops. There is no Amtrak or railroad connections to Marysville. The nearest station is Everett Station located approximately 5 miles south in Everett. There are no airports in Marysville city limits. The nearest municipal airport is Arlington Municipal.

There is one official biking/hiking trail near Marysville and it is the Centennial Trail. There have been some proposals for a trail in the East Marysville.

A. Emergency/Disaster Conditions and Hazards

1. The City of Marysville, due to its location and geological features, is vulnerable to the effects of major hazards both natural and technological. The close proximity of the City of Marysville to Interstate 5 and the City of Everett/Snohomish County increases our vulnerability to technological emergencies/disasters.

2. A major earthquake may hamper response by damaging bridges, overpasses, roadways, transportation facilities, communications systems, and public safety facilities.

3. Other disaster agents could damage various lifelines and thus reduce the effectiveness of an emergency response. See the Snohomish County Hazard Identification and Vulnerability Analysis (HIVA) developed by the County Department of Emergency Management (DEM), for a more detailed description of the city's demographics and geography.

4. This municipality has the responsibility to respond and direct operations to disasters within their borders.

5. The City of Marysville is a member of the Snohomish County Department of Emergency Management organization that provides emergency management coordination services to the City of Marysville.

6. The city contains one major river (Snohomish River & sloughs) and numerous smaller streams all susceptible to flooding. Flooding may inhibit emergency response by blocking key roadways.

7. The City of Marysville is vulnerable to the natural hazards of drought, earthquake, flood, landslide, severe storm, tsunami, volcano, and wildland fire.

8. The City of Marysville is vulnerable to technological (human-caused) hazards associated with dam failure, hazardous materials spills, Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) terrorism, civil disturbances, transportation accidents, and urban fire.

9. The State of Washington and Snohomish County Hazards Identification and Vulnerabilities Analysis (HIVA) are published separately and provide additional

information on the potential natural and technological hazards that may impact the City of Marysville.

10. City of Marysville residents, businesses, and industry will need to utilize their own resources and be self-sufficient following a disaster for a minimum of seven days and possibly longer.

11. The City may be unable to satisfy all emergency resource requests during an emergency or disaster. The arrival of county, state and/or federal assistance may be delayed dependent upon the magnitude of the disaster.

12. Damage to lifeline infrastructure such as roads, rail, air transportation facilities, seaport terminals, communication systems, and utilities (water, power, waste) may hinder emergency response capabilities, as well impact normal distribution of public/private resources (food, fuel, water, etc.).

13. Communications systems may be overloaded and/or suffer physical disruption from incident damage and/or loss of staff.

14. Emergency medical facilities may be overloaded and a shortage of medical service providers and supplies may exist.

15. Large movements of people as displaced persons will stress all resource systems, particularly infrastructure shelter, food, water, medical, and transportation systems.

16. The City of Marysville will respond and direct disaster operations within its jurisdictional borders.

III. ROLES AND RESPONSIBILITIES

A. Federal Government

See the National Response Framework (NRF), January 2008

B. State Government

See the Washington State Comprehensive Emergency Management Plan (CEMP), March 2003

C. County Government

See the Snohomish County Comprehensive Emergency Management Plan (CEMP), September 2009

D. City Government

1. The Mayor and/or Elected Officials should:
   a. Establish policy and make major decisions.

b. Preserve continuity of government.
c. Issue a Proclamation of Emergency and Request for Assistance as needed.
d. Request additional assistance on behalf of the city through the Snohomish County Department of Emergency Management.
e. Determine policy and direction for emergency operations.
f. Serve on the Snohomish County Department of Emergency Management Advisory Board.
g. Serve on the City of Marysville EOC Policy Group as the Chair.

Mayor Jon Nehring
Business: 360-363-8089
Home: Via Marysville Police Records 360-363-8300

2. The City Council should:
   a. Adopt and enact ordinances/resolutions and appropriate revenue.
   b. Conduct public hearings and/or meetings, and take action to inform the public and identify emergency needs.
   c. Provide for the continuity of government and temporarily fill any vacancies of an elected official by appointment.
   d. Assist on the City of Marysville EOC Policy Group as required.

City Council Members:
Jeff Seibert, Mayor Pro Tem
Lee Phillips
Carmen Rasmussen
John Soriano
Michael Stevens
Jeffrey Vaughan
Donna Wright

3. The Chief Administrative Officer should:
   a. Ensure the development of the following plans:
      i. City Emergency Management Plan,
      ii. Hazard Mitigation Plan,
      iii. Evacuation Plan,
      iv. Continuity of Operations Plans
      v. Any other plans necessary to provide for the safety of the citizens of Marysville.
   b. Ensure the implementation of emergency response and recovery.
   c. Serve in the City of Marysville EOC as the EOC Director or in the EOC Policy Group.

Chief Administrative Officer

Gloria Hirashima
Business: 360-363-8088
Home: Via Marysville Police Records 360-363-8300

4. The City of Marysville Emergency Management Coordinator (CEMC) (in conjunction with Snohomish County DEM) should:
   a. Be responsible for updating this Plan.
   b. Coordinate emergency activities of local agencies in preparing and responding to disasters and/or events.
   c. Provide communication coordination for response agencies during a disaster.
   d. Assist elected officials by providing staff assistance in a disaster.
   e. Act as sole point-of-contact for requesting disaster assistance from other governmental agencies (except mutual aid).
   f. Prepare damage assessment, incident reports, or other disaster analysis reports as necessary.
   g. Warn the public of impending disasters and provide adequate instructions before, during, and after an emergency event.
   h. Provide reconnaissance and field operations teams.
   i. Provide public information and education as it pertains to preparedness and response.
   j. Coordinate resource availability and use.
   k. Assist in the City of Marysville EOC as the CEMC.
   l. Serves on the Snohomish County Department of Emergency Management Advisory Board.
   k. Maintain current Standard Operating Procedures (SOPs) for the City of Marysville emergency management functions.

Bob Dolhanyk
City Emergency Management Coordinator and
Police Administrative Division Manager
Work: 360-363-8323
Home: Via Marysville Police Records: 360-363-8300

5. Law Enforcement should:
   a. Use appropriate crowd and traffic control procedures to limit access to the disaster area.
   b. Conduct operations in warning and carrying out the evacuation of citizens from the affected area.
   c. Maintain law and order and provides physical security in and around the affected area.
   d. Provide incident command for law enforcement oriented disasters.
   e. Carry out search and rescue missions.
   f. Provide damage assessment reports, as necessary.
   g. Develop procedures for the mass arrest and detention of prisoners.
   h. Provide reconnaissance and field operations teams.

i. Maintain current suggested operating procedures for disaster responsibilities.
j. Police Records personnel will serve in the City of Marysville EOC as documentation specialists.
k. Serve in the City of Marysville EOC as the Operations Section Chief and/or Operation Section – LE Branch Director

Rick Smith
Chief of Police
Work: 360-363-8305
Home: Via Marysville Police Records: 360-363-8300

6. Marysville Fire District #12 should:
   a. Control and/or suppress fires and secure hazardous materials scenes.
   b. Provide on-scene medical assistance.
   c. Assume incident command of fire related disasters.
   d. Provide on-scene search, rescue, and extraction operations.
   e. Assist law enforcement, as necessary, in warning and evacuation operations.
   f. Provide damage assessment reports, as necessary.
   g. Maintain current suggested operating procedures for disaster responsibilities.
   h. Provide HAZMAT teams to handle hazardous materials incidents.

Haz-Mat Team Location:
Fire Station 62
10701 Shoultes Road,
Marysville, WA 98271

   i. See ESF 4 for a structural responsibility and function model of the City Fire Incident Command System (ICS).
   j. Serve in the City of Marysville EOC as the Operations Section Chief and/or Operation Section – Fire Branch Director

Greg Corn
Fire Chief
Work: 360-363-8501
Home: Via Marysville Police Records: 360-363-8300

7. The City Clerk should:
   a. Remove and secure public records as necessary.
   b. Provide personnel for other agencies or damage assessment teams as necessary.
   c. Maintain current suggested operating procedures for disaster responsibilities.
   d. Process any applicable forms needed for personal or real property claims.
   e. Serve in the City of Marysville EOC in the Finance Section.

Amy Hess
Assistant City Clerk

Work: 360-363-8075
Home: Via Marysville Police Records: 360-363-8300

8. The City Finance Director & Department should:
   a. Ensure disaster related expenditures are made in accordance with applicable laws, regulations, and accounting procedures.
   b. Remove and secure public records as necessary.
   c. Provide personnel for other agencies or for damage assessment teams as needed.
   d. Process applications for "Taxpayers Claim for Reduction of Assessment on Destroyed Real or Personal Property".
   e. Maintain current suggested operating procedures for disaster responsibilities.
   f. Serve in the City of Marysville EOC as the Finance Section Chief.

Sandy Langdon
Finance Director
Work: 360-363-8017
Home: Via Marysville Police Records: 360-363-8300

9. The City Public Works Director & Department should:
   a. Maintain and/or repair major thoroughfares and bridges for emergency vehicles.
   b. Provide refuse and/or debris removal or disposal.
   c. Keep storm, sewer, and water systems sanitary and operational.
   d. Provide barricades and other traffic control equipment as needed.
   e. Provide equipment and operators to assist in emergency situations.
   f. Provide damage assessment reports.
   g. Provide information on current road conditions and status.
   h. Supervise the food and water quality control program.
   i. Maintain current suggested operating procedures for disaster responsibilities.
   j. Serve in the EOC as the Operations Section - Public Works Branch Director.

Kevin Nielsen
Public Works Director
Work: 360-363-8121
Home: Via Marysville Police Records: 360-363-8300

10. Community Information Officer
   a. Work in conjunction with other Public Information Officers (PIO), including but not limited to PIO's from the Police Department, Fire Department, School Districts, and Health Districts.
   b. Provide information as it is available to the public and the media.
   c. Serve in the City of Marysville EOC as the PIO.
   d. Serve in a Joint Information Center if established.

Doug Buell
Community Information Officer
Work: 360-363-8086
Home: Via Marysville Police Records: 360-363-8300

11. Risk Management Officer

a. Ensure employee, and citizen safety.
b. Provide technical support to the City of Marysville EOC regarding safety issues and concerns.
c. Process damage and insurance claims against the city.
d. Serve in the City of Marysville EOC as the Safety Officer.

Nancy Abell
Risk Management Officer
Work: 360-363-8096
Home: Via Marysville Police Records: 360-363-8300

12. Community Development Director & Department shall:

a. Develop a plan/schedule for ongoing EOC operations.
b. Provide plans for buildings, utilities, and structures as requested.
c. Assist with liaison with external emergency support groups.
d. Provide personnel to accompany federal/state damage assessment teams.
e. Providing maps and GIS services as requested.
f. Serve in the City of Marysville EOC as the Planning Section Chief.
g. Maintain current suggested operating procedures for disaster responsibilities.

To be Determined
Community Development Director
360-363-8211
Home: Via Marysville Police Records: 360-363-8300

13. Parks and Recreation Director & Department should:

a. Identify and ensure shelter accommodation for evacuees.
b. Liaison with Emergency Support Groups i.e. Red Cross.
c. Provide personnel for other agencies with disaster responsibilities as needed.
d. Coordinate volunteer services.
e. Serve in Marysville Operations Center as the Logistics Section Chief.
f. Maintain current suggested operating procedures for disaster responsibilities.

Jim Ballew
Parks and Recreation Director
Work: 360-363-8402
Home: Via Marysville Police Records: 360-363-8300

14. Information Services Department should:

a. Ensure that communication and technology systems are available.
b. Serve in the City of Marysville EOC as IS Branch Director.

Worth Norton
Information Services Manager
Work: 360-363-8029
Home: Via Marysville Police Records: 360-363-8300

15. Human Resources Department
    a. Ensure compliance with FLSA, Worker's Compensation, and City personnel policies.
    b. Document and process loss claims
    c. Remove and secure department records as appropriate.
    d. Serve in the City of Marysville EOC as directed.

Kristie Guy
Assistant Human Resources Director
Work: 360-363-8084
Home: Via Marysville Police Records: 360-363-8300

16. City of Marysville EOC Command Structure

    a. See Figure 1 to Annex A

17. Proclamation of Evacuation.

    a. See Appendix 5 to Annex A

18. Other Agencies

    a. Public Health is the responsibility of the Snohomish County, which shall be responsible for the following in coordination with the City of Marysville:
        1) Manage disease control and immunization programs.
        2) Coordinate the disposal of dead animals.
        3) Advise on public health matters as requested.
        4) Maintain current suggested operating procedures for disaster responsibilities.

    b. Public Utility District #1 is a Snohomish County responsibility and shall:
        1) Restore electrical power on a priority basis.
        2) Repair damaged generating facilities and equipment.
        3) Remove downed electrical lines from roadways and other dangerous areas.
        4) Restore water service in its area of responsibility.

    c. American Red Cross shall:
        1) Provide mass care for disaster victims including the coordination of shelter and food.

2) Provide non-emergent health and mental health services.
3) Provide damage assessment.
4) Establish a welfare inquiry service.
5) Provide recovery assistance for disaster victims.
6) List of facilities with which Red Cross has shelter agreement (see Annex F)

E. Private Sector Businesses Should:

1. Plan for the protection of employees, infrastructure, and facilities.
2. Plan for the protection of information and the continuity of business operations.
3. Plan for responding to and recovering from incidents that impact their own infrastructure and facilities.
4. Collaborate with emergency management personnel before an incident occurs to ascertain what assistance may be necessary and how they can help.
5. Develop and exercise emergency plans before an incident occurs.
6. Where appropriate, establish mutual aid and assistance agreements to provide specific response capabilities.
7. Provide assistance (including volunteers) to support local emergency management and public awareness during response and throughout the recovery process.

F. Citizens should:

1. Reduce hazards in and around their homes to reduce the amount of damage caused by an incident.
2. Prepare a personal emergency supply kit and household emergency plan to include supplies for household pets and service animals. Be prepared to utilize their personal resources and be self-sufficient following a disaster for a minimum of seven days and possibly longer.
3. Monitor emergency communications carefully to reduce their risk of injury, keep emergency routes open to response personnel, and reduce demands on landline and cellular communication.

IV. CONCEPT OF OPERATIONS

A. General

1. During disasters and catastrophic events the City of Marysville, in coordination with Snohomish County DEM, provides an organized channel for coordinating response and resources to the event.

2. The City of Marysville has established an Emergency Operations Center (EOC) as a central facilitation point for coordinating disaster operations. Depending on the severity of event the EOC may be activated to coordinate request for assistance and information. See Annex A and its associated appendices for detailed location information.

3. Operating procedures have been established and are maintained to ensure the City of Marysville EOC is adequately staffed and equipped to be immediately available in the time of need. (Annex A)

4. Communications utilized during emergency and disaster operations will include all systems now in use by all response agencies and emergency support units, provided they are available.

6. Agency two-way radio communications will be the primary means of communication used to direct, control and coordinate emergency operations. Telephones and amateur radio systems will be used to support communications, when available.

7. Ensure all employee work areas are safe, clear of equipment/supplies that may compromise access/egress routes.

8. Train employees on disaster plans and procedures to ensure operational capabilities and facilitate an effective response.

9. Ensure that adequate disaster supplies and equipment are available for staff.

10. When appropriate, develop mutual support agreements between similar departments or organizations.

11. Develop procedures to re-establish operations, including notification of critical personnel, assessment of damage and resources, relocation of critical functions, and estimated time to "open for business".

B. Overall Coordination of Incident Management Activities

1. Direction and control of emergency management operations is the responsibility of the Mayor. Delegation of that responsibility shall be in writing with a copy provided to the Snohomish County DEM.

2. The City of Marysville and its Emergency Operations Center (EOC) serve as the focal point of emergency management/coordination for the City. All requests for utilization of County assets will be coordinated through the Snohomish County DEM EOC.

3. Disaster management operations will be carried out according to existing plans and shall be coordinated where possible by officials in their respective facilities/EOCs using the Incident Command System (ICS)/National Incident Management System (NIMS).

C. Concurrent Implementation of Other Plans

1. The CEMP Basic Plan establishes general policy and guidance for emergency response, defines a general concept of how government will respond, and assigns responsibilities to city personnel groups, agencies and organizations.

2. Standard Operating Procedures (SOPs) have been adopted and are maintained to ensure the City of Marysville EOC is adequately staffed and equipped to be immediately activated in time of need.

D. Organizational Structure

1. By law, the mayor is responsible for disaster operations in their jurisdiction. The county executive is the responsible official in the unincorporated areas.

2. The City of Marysville retains the authority and responsibility for direction and control within its political subdivision of its own disaster operations, use of local resources, and application of mutual aid within its own boundaries.

3. Disaster operations will be conducted by city or county forces, supplemented as necessary, by trained auxiliaries, established cadres, and by work forces available within the local community. Use will be made of available mutual aid from local, state, and federal agencies included but not limited to mutual aid agreements between existing emergency management activities coordinated by DEM.

E. Principle Incident Management Organizational Elements

1. The City of Marysville EOC operates under the Incident Command System (ICS) and consists of City Mayor/Council, the CEMC, and the City Staff.

2. Various City Departments, Agencies, and Stakeholders provide subject matter expertise as outlined in the supporting documents to this CEMP.

3. At the onset/identification of an emergency or disaster, the City of Marysville EOC will activate at the appropriate level. City Leadership, Staff, and designated leads will report to the City EOC to commence management in accordance with their established operational procedures.

F. Emergency Response and Support Teams (Field Level)

See the Snohomish County Comprehensive Emergency Management Plan (CEMP), May 2008

G. Defense Support of Civil Authorities

See the Snohomish County Comprehensive Emergency Management Plan (CEMP), September 2009

H. Law Enforcement Assistance

See the Snohomish County Comprehensive Emergency Management Plan (CEMP), September 2009

V. INCIDENT MANAGEMENT ACTIONS

A. Notification and Assessment

1. When possible, the City of Marysville Emergency Management Office (CEMO) will provide warning to its citizens of an impending disaster. If a disaster occurs, city, county, municipal, fire district, and other forces shall respond.

2. The first priority shall be the preservation of life with other mitigation and recovery efforts second.

3. Each affected jurisdiction shall maintain control of its own operations, with the City of Marysville EMO, providing coordination and assistance as necessary.

4. The CEMC, in coordination with Snohomish County DEM, will respond to the scene to provide field personnel, communications, and on-scene coordination if requested by the incident commander.

5. If the disaster should exceed any jurisdiction's capabilities, the Mayor may issue a proclamation of emergency and request additional assistance through Snohomish County DEM. See Appendix 1 to Annex B - Emergency Proclamation by Mayor

6. Member agencies of the Disaster Assistance Council (DAC), including American Red Cross, shall provide either individual or mass assistance to disaster victims.

7. Disaster operations will be carried out according to existing Disaster Plans and shall be coordinated by officials in their respective EOC(s) using the Incident Command System.

8. When possible, Snohomish County DEM will provide warning of an impending event. When an event or incident occurs, county, municipal, fire districts, law enforcement and other entities shall respond. The County DEM EOC shall activate per guidelines of the EOC Emergency Operations Plan (EOP) at an appropriate level based upon the severity of the disaster/incident.

B. Activation

1. The City of Marysville EOC operates at three separate levels. These levels are size and complexity driven according to each emergency or disaster scenario:

   Level I activation involves minor emergencies and will be primarily staffed from existing personnel and resources.

Level II activation involves incidents which have special characteristics requiring response by multiple departments and agencies. This level of activation may require support from agencies outside of City Government and may include overnight operation.

Level III activation involves extraordinary incidents, which require the coordinated response of all levels of government and emergency services in order to save lives and protect property. This level activation will require 24/7 operation and utilization of all city personnel.

2. The level of EOC activation depends on the situation and the need for coordination and support. The decision to activate the City EOC is made by the Mayor or the appropriate designee in the line of succession.

C. Request for Assistance

1. If a disaster should exceed any jurisdiction's capabilities, the chief elected official of that jurisdiction may issue a proclamation of emergency and request additional assistance through the Snohomish County DEM.

2. If a disaster should exceed the capabilities of the county, the county executive may issue a proclamation of emergency and request additional assistance through Washington State Emergency Management Division or to the Governor.

D. Pre-Incident Actions (Prevention)

Preparedness involves actions taken to encourage a state of readiness in governments, public organizations, the private sector, families and individuals that provide the capability to prepare for and to survive a disaster or event.

Before a disaster strikes, city, county, and other government agencies shall take steps to reduce the impacts. These steps should include, but are not limited to:

1. Conduct continuous planning studies of potential disaster elements in the city and develop a Comprehensive Emergency Management Plan (CEMP) that outlines how the city shall respond.

2. Review disaster readiness capabilities and upgrade procedures to keep abreast of changing and evolving emergency management and response technology.

3. Encourage and maintain interagency cooperation and coordination of readiness planning.

4. Maintain vehicles, equipment, and facilities in a ready condition.

5. Conduct public information and educational programs on disaster preparedness, personal safety, and sustainability.

6. Test and gauge response capabilities by conducting and participating in training, drills, and exercises. Establish and test "call-down trees" in the event of an emergency.

    a. The CEMO will ensure that the CEMP is tested annually by a planned drill or table top exercise and bi-annually by a field exercise, either locally or in cooperation with DEM or other local agencies.

E. Response Activities

a. The **response function** includes actions taken immediately before, during, or directly after an emergency to save lives, minimize damage, and to enhance recovery activities. All agencies involved in response shall:

    a. Comply with established checklists and review response status and procedures.

    b. Notify key personnel according to existing SOPs.

    c. Notify the appropriate organizations.

    d. Prepare and update necessary information for public information.

    e. Activate the appropriate Emergency Operations Center (EOC).

    f. If possible, initiate mitigation and preparedness programs to reduce the effects of the event.

    g. Initiate all record-keeping, data collection, and control measures to quality control.

2. Response – Emergency Period

    a. Initiate and conduct disaster response operations in accordance with established SOPs.

    b. Coordinate the response with all involved agencies and jurisdictions through the city EOC.

    c. Keep the public and government officials advised of actions taken.

    d. Assess and evaluate the effectiveness of emergency response efforts and establish priorities in the application of resources.

    e. Ensure accurate record-keeping, data collection, and control measures are maintained.

    f. Account for the safety and well-being of responders and their families.

F. Organization

1. The Revised Code of Washington (RCW) 38.52 authorizes two or more political subdivisions to join in the establishment and operation of a joint, local organization for emergency management. The Snohomish County Department of Emergency Management was created pursuant to Chapter 38.52 of the Revised Code of Washington with the specific enabling declaration occurring in RCW 38.52.020 and the Washington Administrative Code (WAC) 118-06-040.

2. The Snohomish County Department of Emergency Management (DEM) is charged with the responsibility of coordinating the disaster mitigation, preparedness, response, and recovery efforts of its member agencies under the direction and control of the Emergency Management Advisory Board. DEM's jurisdiction includes all unincorporated Snohomish County and the cities and towns of Arlington, Darrington, Gold Bar, Granite Falls, Index, Lake Stevens, Marysville, Mukilteo, Snohomish, Stanwood and Sultan. The City of Everett, the City of Monroe, the Tulalip Tribe, and the Stillaguamish Tribe all maintain their own Emergency Management Departments.

3. DEM's governing body is the Emergency Management Advisory Board and is comprised of the County Executive and the Mayors of the thirteen member cities.

4. The Mayor is responsible, by law, for disaster operation in their respective jurisdiction.

5. The City of Marysville's EMC acts as the staff advisor to the city officials and to DEM during disaster operations using the Incident Command System.

6. The City of Marysville government will retain the authority and responsibility for direction and control of its own disaster operations, use of resources and application of mutual aid within its own boundaries.

7. Disaster operations will be coordinated with the Snohomish County Department of Emergency Management and conducted by the city forces, supplemented as necessary, by trained auxiliaries and by manpower available within the local jurisdiction and at the county level and federal agencies.

G. Recovery Activities

1. The **recovery function** involves actions taken to return vital life support systems to minimum operating standards, and long term activities to return life to "normal" or improved levels. After the threat to life and property has passed those agencies involved in response shall:
2. Obtain detailed damage assessment information.
3. Coordinate the application of resources to meet the long term needs of the city.
4. Identify deficiencies in response, conduct after action critiques, and implement actions for improvement.

H. Mitigation Activities

The **mitigation function** includes programs, plans, and activities designed to eliminate or reduce the degree of long term risk to life and property, and to reduce future losses from disasters or events.

1. Participate in the Mitigation Planning Committee in conjunction with Snohomish County DEM.

2. Participate in the All-Hazard Mitigation planning effort, providing input on the county's mitigation plan.

3. Identify and maintain an inventory of potential mitigation opportunities throughout the city for possible future grant funding.

I. Demobilization

As the emergent situation stabilizes and the need for coordination and support decreases the City of Marysville EOC will stand down to the next appropriate activation level. The decision to de-activate the EOC is made by either the Mayor or the appropriate designee in the line of succession.

J. Operations under Homeland Security Advisory System (HSAS) Threat Conditions

See the Snohomish County Comprehensive Emergency Management Plan (CEMP), September 2009.

VI. PLAN MAINTENANCE

A. Coordination

1. Any department or agency with assigned responsibilities under the CEMP may propose a change to the plan via the CEMP Plan Suggestion Form. The Marysville EMC is responsible for coordinating all proposed modifications to the CEMP with primary and support agencies and other stakeholders, as required.

2. After coordination has been accomplished, including receipt of the necessary signed approval supporting final change language, the City of Marysville will issue an official Notice of Change.

3. Once published, the change will be considered part of the CEMP for operational purposes pending a formal revision and reissuance of the entire document.

B. Plan Maintenance

1. The City of Marysville CEMP will be updated as needed to incorporate new directives, legislative changes, and procedural changes based on lessons learned from exercises and actual events.

2. The CEMC is responsible for coordinating full reviews and updates of the CEMP every 4 years, or as needed. The review and update will consider lessons learned and best practices identified during exercises and responses to actual events, and incorporate new information technologies.

C. NIMS Integration

The City of Marysville conducts emergency management activities per guidance of the EOC operations plan, utilizing the Incident Command System (ICS)/National Incident Management System (NIMS).

This concludes the City of Marysville's Comprehensive Emergency Management Plan (CEMP). The following Annexes are in support of this CEMP.

C I T Y O F M A R Y S V I L L E

Marysville, Washington

RESOLUTION NO. _____

A RESOLUTION OF THE MARYSVILLE CITY COUNCIL ENACTED IN ACCORDANCE WITH THE PROVISIONS OF MMC 2.12.030 ADOPTING A COMPREHENSIVE EMERGENCY MANAGEMENT PLAN FOR THE CITY OF MARYSVILLE, WASHINGTON AND REPEALING RESOLUTION 2131.

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

Section 1. That Certain Comprehensive Emergency Management Plan dated May 2011 on file with the City Clerk, the original of which shall be attached to the original of this Resolution is hereby adopted as the Comprehensive Emergency Management Plan for the City and as the City's local disaster plan.

Section 2. The Comprehensive Emergency Management Plan shall be supplied to the Snohomish County Department of Emergency Services and the state Director of Emergency Services as required by law. The Mayor or his designee is hereby authorized to issue a letter advising of the City's promulgation of this Comprehensive Emergency Management Plan.

Section 3. Copies of the Comprehensive Emergency Management Plan shall be available to the public at City Hall during all business hours. Copies available to the public shall be redacted to exclude from public examination sensitive information exempt from disclosure under Federal or Washington State law.

Section 4. Resolution 2131 adopted November 8, 2004 is hereby repealed for the reason that it is replaced by this Resolution.

PASSED by the City Council and APPROVED by the Mayor this _____ day of May, 2011.

CITY OF MARYSVILLE

By_____
JON NEHRING, Mayor

ATTEST:

By_____
APRIL O'BRIEN, Deputy City Clerk

Approved as to form:

By_____
GRANT K. WEED, City Attorney

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 9, 2011

AGENDA ITEM: Transition from a 30 Day Holding Facility to a 90 Day Detention Facility	AGENDA SECTION:	
PREPARED BY: Ralph Krusey, Administrative Services Commander	AGENDA NUMBER:	
ATTACHMENTS: Municipal Ordinance Chapter 2	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

See attached

RECOMMENDED ACTION: It is recommended that Marysville City Council approve a revision of the Marysville Municipal Code changing Marysville "Holding Facility" from a maximum thirty day facility to Marysville "Detention Facility" to allow for persons to be housed for up to, but not longer than ninety days after sentencing.
COUNCIL ACTION:

Marysville Police Department has looked into converting the Marysville Jail from a thirty day "Holding Facility" to a ninety day "Detention Facility" in the past. At the time of the review it was determined that the Marysville facility did not have the space and custody did not have the resources to support that length of stay for an inmate. With today's staffing levels and the reduced number of inmates being housed in the facility both obstacles appear to be non-existent. Marysville Police Department believes that it would be to the benefit of the City of Marysville to change the title of our current facility from "Holding Facility" to a "Detention Facility".

The "Detention Facility" title would allow inmates to remain in custody at Marysville Jail until such time as the inmate is sentenced to a confinement period of up to 90 days (120 days with good time). This would reduce the number of inmates that are sent to Snohomish County Jail or Okanogan County Jail because their pre-trail and commitment time exceeds 30 days. This would also allow Marysville Jail to retain inmates to fulfill their due process and for up to ninety days from sentencing. Marysville would continue to outsource inmates that pose a high risk of either violence, disruptive behavior or, require extensive medical monitoring. Those inmates would continue to be transferred to either Okanogan or Snohomish County Jail.

In September 2010 there were 26 inmates housed at Snohomish County Jail awaiting trial that collectively accrued 289 prisoner days at $62.50 per day ($18,062) and accrued $2,340 in booking fees. September was an average month for calculating costs to the city. The cost for housing inmates at Snohomish County Jail for pre-trail detention was approximately $20,400 monthly or approximately $244,824 annually.

Marysville Municipal Code 2.45.010 adopted the Jail Standards under 289-02 of the Washington Administrative Code (WAC) which sunset without adoption several years ago. Currently there is not a codified Washington State Jail Standard. The Revised Code of Washington (RCW) 70.48.020 (8) defines a "Holding Facility" as a facility operated by a governing unit primarily designed for the temporary housing of adult persons charged with a criminal offense not to exceed thirty days. RCW 70.48.020 (4) defines a "Detention Facility" as a facility operated by a governing unit primarily designed to for the temporary housing of adult persons charged with criminal offenses not to exceed ninety days after sentencing.

Conversion to a "Detention Facility" would realize a minimal increase in expenses. Those expenses would be from increased meals primarily. Based on budgeting for a greater number of inmates, the actual increase may be absorbed in the existing budget.

The Ordinance and the corresponding Jail Policies have been reviewed by WCIA and City Attorney Grant Weed's office. The Police Department is requesting City Council approve the ordinance and authorize Marysville Jail to transition to a 90 day facility.

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE AMENDING PORTIONS OF ORDINANCES NO. 1589 AND NO. 2514 CODIFIED IN MARYSVILLE MUNICIPAL CODE CHAPTER 2.45 ENTITLED "JAIL FACILITIES" PROVIDING FOR NEW PROVISIONS RELATING TO CUSTODIAL CARE STANDARDS FOR THE MARYSVILLE JAIL / DETENTION FACILITY; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the City desires to revise and update the Marysville Municipal Code (MMC) Chapter 2.45 entitled "JAIL FACILITIES" relating to Custodial Care Standards for the Marysville Jail / Detention Facility.

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

Section 1. Marysville Municipal Code Chapter 2.45 entitled "JAIL FACILITIES" is hereby amended to be entitled "JAIL/DETENTION FACILITIES" and to read as follows:

Chapter 2.45
JAIL/DETENTION FACILITIES

Sections:

2.45.010 State statutes adopted.
2.45.020 Jail/Detention Facility booking fees.

CUSTODIAL CARE STANDARDS FOR THE MARYSVILLE JAIL / DETENTION FACILITY.

2.45.021 Physical Plant Standards
2.45.022 Emergency Suspension of Custodial Care Standards
2.45.023 General Administration
2.45.024 Training
2.45.025 Records
2.45.026 Emergency Procedures
2.45.027 Use of Force
2.45.028 Admissions
2.45.029 Classification and Segregation
2.45.030 Release and Transfer
2.45.031 Staffing and Surveillance

2.45.032 Supervision And Surveillance – Security Devices
2.45.033 Critical Articles
2.45.034 Rules of Conduct
2.45.035 Written Procedures for Medical Services
2.45.036 Access to Health Care
2.45.037 Access to Facilities
2.45.038 Meals
2.45.039 Visitation
2.45.040 Mail
2.45.041 Telephone Usage
2.45.042 Good Time
2.45.043 Sanitation
2.45.044 Grievance

2.45.010 State statutes adopted.

~~The following chapters and sections of the Washington Administrative Code to the extent that they pertain to 30-day "holding facilities" as defined therein, including all future amendments thereto, are adopted by reference pursuant to the requirements of Chapter 70.48 RCW:~~

~~(1) Chapter 289-02 WAC, Introduction and Definitions.~~
~~(2) Chapter 289-14 WAC, Custodial Care Standards – Administration.~~
~~(3) Chapter 289-15 WAC, Custodial Care Standards – Safety.~~
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~~(7) Chapter 289-20 WAC, Custodial Care Standards – Health and Welfare.~~
~~(8) Chapter 289-22 WAC, Custodial Care Standards – Services and Programs.~~
~~(9) Chapter 289-24 WAC, Custodial Care Standards – Communications.~~

(Ord. 1589 § 1, 1988).

2.45.020 Jail/Detention Facility booking fees.

(1) RCW 70.48.390 as set forth below, including all future amendments, is adopted and incorporated by reference:

> RCW 70.48.390
>
> Fee payable by person being booked.
>
> A governing unit may require that each person who is booked at a city, county, or regional jail pay a fee based on the jail's actual booking costs or one hundred dollars, whichever is less, to the sheriff's department of the county or police chief of the city in

which the jail is located. The fee is payable immediately from any money then possessed by the person being booked, or any money deposited with the sheriff's department or city jail administration on the person's behalf. If the person has no funds at the time of booking or during the period of incarceration, the sheriff or police chief may notify the court in the county or city where the charges related to the booking are pending, and may request the assessment of the fee. Unless the person is held on other criminal matters, if the person is not charged, is acquitted, or if all charged are dismissed, the sheriff or police chief shall return the fee to the person at the last known address listed in the booking records.

(2) Unless otherwise established by interlocal agreement, the booking fee payable by persons booked into the Marysville municipal jail/Detention Facility shall be $32.00. (Ord. 2514 §§ 2, 3, 2004).

CUSTODIAL CARE STANDARDS FOR THE MARYSVILLE JAIL / DETENTION FACILITY.

2.45.021 Physical Plant Standards.
Holding facilities shall be secure. Such facilities shall have adequate lighting, heat, ventilation, and fire detection and suppression equipment. Each Detention facility cell shall be equipped with a toilet, lavatory and drinking water facilities. A telephone shall be accessible.

2.45.022 Emergency Suspension Of Custodial Care Standards.
Nothing in these standards shall be construed to deny the power of the Chief of Police or his designee to temporarily suspend any standard herein prescribed in the event of an emergency which threatens the safety or security of any jail, prisoners, staff or the public.

2.45.023 General Administration.
There shall be written policies and procedures which shall be made available to each authorized person who is responsible for the confinement of a prisoner in the facility. The Chief of Police or his designee may establish a commissary program for inmate participation.

2.45.024 Training.
All authorized persons responsible for the confinement of a prisoner shall receive an orientation to the policies and procedures of the facility relative to their duties. All Custody Officers shall complete a Basic Custody Officer or equivalence course approved by Washington State Criminal Justice Training Commission (CJTC) with-in the time

specified by CJTC. On-the-job training shall be provided as deemed appropriate by the Chief of Police or his designee.

2.45.025 Records.
If formal booking occurs in the facility, the information shall be recorded on a booking form. Any medical problems experienced by a prisoner while in the facility shall be recorded and such records maintained. Information concerning medical problems shall be transmitted at the time the prisoner is transported to another jail, hospital, or other facility.

(1) Prison population records shall be maintained by keeping a jail register for each holding facility.

(2) Written infraction and discipline records shall be maintained for all incidents which result in major property damage or bodily harm in accordance with State retention schedules and rules.

2.45.026 Emergency Procedures.
The emergency plan shall outline the responsibilities of department staff, evacuation procedures, and subsequent disposition of the prisoners after removal from the area or facility. All personnel should be trained in the emergency procedures.

2.45.0267 Use of Force.
The Chief of Police or his designee shall establish and maintain written policies and procedures regarding the use of force and the use of deadly force. Control may be achieved through advice, warnings, and persuasion, or by the use of physical force (lethal-nonlethal). While the use of physical force may be necessary in situations which cannot be otherwise controlled, force may not be resorted to unless other reasonable alternatives have been exhausted or would clearly be ineffective under the particular circumstances. Officers are permitted to use only the amount of force that is reasonable and necessary to overcome the resistance and to protect others or themselves from bodily harm and/or to effect an arrest.

2.45.028 Admissions.
No prisoner shall be confined without proper legal authority.

(1) Each prisoner, within a reasonable period of time after completion of booking, shall be advised of his right to, and be allowed to complete, at least two local or collect calls to persons of his choice who may be able to come to his assistance. If the prisoner chooses not to place the calls allowed, this information shall be noted on the booking form; provided, that appropriate protection of access to an attorney shall be maintained for prisoners without funds.

(2) Reasonable provisions for communication with non-English speaking, handicapped and illiterate prisoners shall be provided.

(3) The booking process shall be completed promptly unless extenuating circumstances necessitate delay.

(4) Search/Examination Guidelines - The Chief of Police or his designee shall establish and maintain written policies and procedures regarding pat searches, strip searches, and body cavity searches, which shall be consistent with this section.

2.45.029 Classification and Segregation.
The chief of police or his designee shall establish and maintain written policies and procedures regarding Classification and Segregation of inmates.

2.45.030 Release and Transfer.
The releasing officer shall determine prisoner identity and ascertain that there is legal authority for the release. Information required on the release forms shall be recorded for each prisoner released from the facility. All prisoners being released shall sign a receipt for personal property returned.

2.45.031 Staffing and Surveillance.
There shall be continual sight and/or sound surveillance of all prisoners. Such surveillance may be by remote means, provided there is the ability of staff to respond face-to-face to any prisoner within a reasonable time.

2.45.032 Supervision and Surveillance – Security Devices.
Security devices shall be maintained in proper working condition at all times.

2.45.033 Critical Articles.
All holding facilities shall establish written procedures to insure that weapons shall be inaccessible to prisoners at all times.

(1) Weapons are prohibited in the holding area. There shall be no firearms carried into the Detention Facility.

(2) The evacuation keys are located at the bottom of the stair case leading towards the patrol sergeant's office in a locked box.

2.45.034 Rules of Conduct.
Prisoners shall be informed of facility rules and regulations, if they are established.

2.45.035 Written Procedures for Medical Services.

Medical services shall be provided only by licensed or certified health care or emergency response providers.

2.45.036 Access to Health Care.
Prisoner complaints of injury or illness, or staff observations of such shall be acted upon by staff as soon as reasonably possible. Prisoners shall be provided with medical diagnosis or treatment as necessary.

(1) Standard first-aid kits shall be conveniently available to all jails.

(2) A record of the date, time, place and name of the health care provider shall be retained on file at the jail if any health care services are provided to prisoners.

2.45.037 Access to Facilities.
Each prisoner shall have access to toilet, sink, drinking water, and adequate heat and ventilation.

(1) Prisoners shall be issued a clean blanket when appropriate. The blanket shall be washed at frequent intervals to maintain a clean condition, and always before reissue.

(2) The Chief of Police or his designee should allow confidential visits from business, educational and law enforcement professionals.

2.45.038 Meals.
Jail meals shall be nutritious and provide for appropriate caloric intake.

2.45.039 Visitation.
Visitation times for inmates will be set by the Custody sergeants and subject to change without notice. Custody officers are responsible to regulate visitation, inform visitors and inmates when to visit. Staff shall direct the visitor's attention to all of the conspicuously posted signs pertaining to visitation

2.45.040 Mail.
The Chief of Police or his designee shall establish a policy regarding inmate mail and correspondences.

2.45.041 Telephone Usage.
The Chief of Police or his designee shall establish and post rules which specify regular telephone usage times and maximum length of calls (not to be less than five minutes).

2.45.042 Good Time.

The Chief of Police or his designee should develop written policies regarding time off for good behavior. Such policies should ensure that good time, when authorized by sentencing courts, is given on a consistent basis, and in accordance with RCW 70.48.210

2.45.043 Sanitation.

(1) General Sanitation. The jail shall be kept in a clean and sanitary condition, free from any accumulation of dirt, filth, rubbish, garbage, or other matter detrimental to health.

(2) When the facility is occupied, the housekeeping program shall include a daily general sanitation inspection and daily removal of trash and garbage.

(3) Each prisoner shall clean his own living area daily

(4) Insects and Rodents. Insects and rodents shall be eliminated by safe and effective means.

(5) Pets shall not be allowed in the jail

(6) Laundry. There shall be adequate laundry services.

2.45.044 Grievance.

The Chief of Police or his designee for each jail should develop and maintain procedures for the collection of prisoner grievances. Such procedures should provide for persons to whom grievances are to be directed, for timely review of grievances and for notification of action taken regarding the grievance.

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

Section 4. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the mayor this _____ day of _____, 2010.

CITY OF MARYSVILLE

_____
Jon Nehring, Mayor

ATTEST:

_____
April O'Brien, Deputy City Clerk

APPROVED AS TO FORM

_____
Grant K. Weed, City Attorney.

Date of Publication: _____

CITY OF MARYSVILLE
Marysville, Washington

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

Section 4. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the mayor this _____ day of _____, 2010.

CITY OF MARYSVILLE

_____
Jon Nehring, Mayor

ATTEST:

_____
April O'Brien, Deputy City Clerk

APPROVED AS TO FORM

_____
Grant K. Weed, City Attorney.

Date of Publication: _____

Chapter 2.45
JAIL FACILITIES

Sections:

2.45.010 State statutes adopted.
2.45.020 Jail booking fees.

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(3) Chapter 289-15 WAC, Custodial Care Standards – Safety.

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> Fee payable by person being booked.
>
> A governing unit may require that each person who is booked at a city, county, or regional jail pay a fee based on the jail's actual booking costs or one hundred dollars, whichever is less, to the sheriff's department of the county or police chief of the city in which the jail is located. The fee is payable immediately from any money then possessed by the person being booked, or any money deposited with the sheriff's department or city jail administration on the person's behalf. If the person has no funds at the time of booking or during the period of incarceration, the sheriff or police chief may notify the court in the

county or city where the charges related to the booking are pending, and may request the assessment of the fee. Unless the person is held on other criminal matters, if the person is not charged, is acquitted, or if all charged are dismissed, the sheriff or police chief shall return the fee to the person at the last known address listed in the booking records.

(2) Unless otherwise established by interlocal agreement, the booking fee payable by persons booked into the Marysville municipal jail shall be $32.00. (Ord. 2514 §§ 2, 3, 2004).

This page of the Marysville Municipal Code is current through Ordinance 2851, passed February 14, 2011.
Disclaimer: The City Clerk's Office has the official version of the Marysville Municipal Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

City Website: http://www.marysvillewa.gov/
City Telephone: (360) 363-8000
Code Publishing Company

CITY OF MARYSVILLE

Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE AMENDING THE 2011 BUDGET AND PROVIDING FOR THE INCREASE OF CERTAIN EXPENDITURE ITEMS AS BUDGETED FOR IN ORDINANCE NO. 2839 AS AMENDED.

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

Section 1. Since the adoption of the 2011 budget by the City Council on November 8th of 2010, it has been determined that the interest of the citizens of the City of Marysville may best be served by the increase of certain expenditures. The following funds as referenced in Ordinance No. 2839 as amended, are hereby amended to read as follows:

Fund Title	Fund No.	Description	Current Budget	Amended Budget	Amount of Inc/(Dec)
Technology-I/Net	108	Beginning Fund Balance	$27,059	$61,664	$34,605
Technology-I/Net	108	Expenditures	$87,000	$169,000	$82,000
Technology-I/Net	108	Ending Fund Balance	$60,759	$13,364	($47,395)
Parks Construction	310	Beginning Fund Balance	$21,164	$21,164	$0
Parks Construction	310	Revenue	$157,200	$210,125	$52,925
Parks Construction	310	Expenditures	$141,632	$171,632	$30,000
Parks Construction	310	Ending Fund Balance	$36,732	$59,657	$22,925

The detail concerning the above – referenced amendments are attached hereto as Exhibit “A”.

Section 2. Except as provided herein, all other provisions of Ordinance No. 2839 shall remain in full force and effect, unchanged.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2011.

CITY OF MARYSVILLE

By_____
MAYOR

ATTEST:

By_____
CITY CLERK

Approved as to form:

By_____
CITY ATTORNEY

Date of Publication: _____

Effective Date (5 days after publication): _____

EXHIBIT A – 2011
Amendment Account Detail

Description	Beg Fund Balance/ Revenue Adj	Appropriation Adjustment	Ending Fund Balance Adjustment
Technology - Fund 108			
2010 Budget Carryover	34,605	82,000	(47,395)
Total Technology - Fund 108	**34,605**	**82,000**	**(47,395)**
Parks Construction - Fund 310			
SR529 Illumination and Irrigation	-	30,000	(30,000)
Tree Removal - BP	52,925	-	52,925
			-
Total Parks Construction Fund	**52,925**	**30,000**	**22,925**
GRAND TOTAL	**87,530**	**112,000**	**(24,470)**

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE AMENDING SECTION 3.64.020 (2) TELEPHONE BUSINESS TO INCLUDE CELLULAR TELEPHONE SERVICE, AMENDING SECTION 3.64.020 (3) CORRECTING A SCRIVENER'S ERROR IN THE DEFINITION OF "COMPETITIVE TELEPHONE SERVICE," AND ADDING ADDITIONAL LANGUAGE CONCERNING CELLULAR TELEPHONES AND ADDING A NEW SECTION 3.64.020 (4) DEFINING CELLULAR TELEPHONE SERVICE

WHEREAS, the City is authorized under Chapter 35.21 to impose a tax on the privilege of conducting a telephone business but not on competitive telephone service;

WHEREAS, a scrivener's error appears in MMC 3.64.030 (3) both as presently effective and to become effective on March 1, 2012; and

WHEREAS, it has always been the intent of the City to impose a tax on a telephone business, except not on a "competitive telephone service" as defined by state law; and

WHEREAS, the proliferation of cellular telephone service requires revision of the definition of telephone business and addition of a definition for cellular telephone service to definitions in Chapter 3.64 MMC;

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

SECTION 1. Section 3.64.020 (2) is hereby amended to read as follows:

> (2) "Telephone business" means the business of providing access to a local telephone network, local telephone network switching service, toll service, or coin telephone services, or providing telephone, video, data, or similar communication or transmission for hire, via a local telephone network, toll line or channel, microwave, radio or similar communication or transmission system, including cellular telephone service. It includes cooperative or farmer-line telephone companies or associations operating an exchange. "Telephone business" does not include the providing of competitive telephone service, nor the providing of cable television service.

SECTION 2. Section 3.64.020 (3) is hereby corrected and amended to read as follows:

> (3) "Competitive telephone service" means the providing by any person of telephone equipment, apparatus, or service related to that equipment or apparatus, such as repair or maintenance service, which is of a type which can be provided by persons that are not subject to regulation as telephone companies under RCW Title 80 and for which a separate charge is made. Transmission of communications through cellular telephones is classified as "telephone business" rather than "competitive telephone service."

SECTION 3. Section 3.64.020 is amended to add a new subsection (4) to read as follows:

> (4). "Cellular telephone service" means the two-way voice and data telephone/telecommunication system based in whole or substantially in part on wireless radio communications and which is not currently subject to regulation by the Washington Utilities and Transportation Commission (WUTC). Cellular telephone service includes cellular mobile service. The definition of cellular mobile service includes other wireless radio communications services such as specialized mobile radio (SMR), personal communications services (PCS) and any other evolving wireless radio communications technology which accomplishes the same purpose as cellular mobile service.

SECTION 4. If any provision of this ordinance shall be ruled unlawful, the remainder of the provisions of this ordinance and the sections amended or added hereby shall remain in full force and effect.

SECTION 5. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this _____day of _____, 2011.

CITY OF MARYSVILLE

By_____
John Nehring MAYOR

Attest:

By_____
CITY CLERK

Approved as to form:

By_____
CITY ATTORNEY

Date of publication:_____
Effective Date:_____